

Board Meeting Package

September 21, 2016 3:30 p.m.

Meeting Location:

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

Withlacoochee Regional Water Supply Authority

Board of Directors

Effective February 2016

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

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

Meeting Dates

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

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



MEMORANDUM

To:

Water Supply Authority Board of Directors and Interested Parties

From:

Richard S. Owen, Executive Director

Date:

September 9, 2016

Subject:

Monthly Meeting of the Withlacoochee Regional Water Supply Authority

The next meeting of the Withlacoochee Regional Water Supply Authority will be on Wednesday, September 21, 2016, 3:30 p.m., at the Lecanto Government Center Building, Room 166, 3600 Sovereign Path, Lecanto, FL 34461.

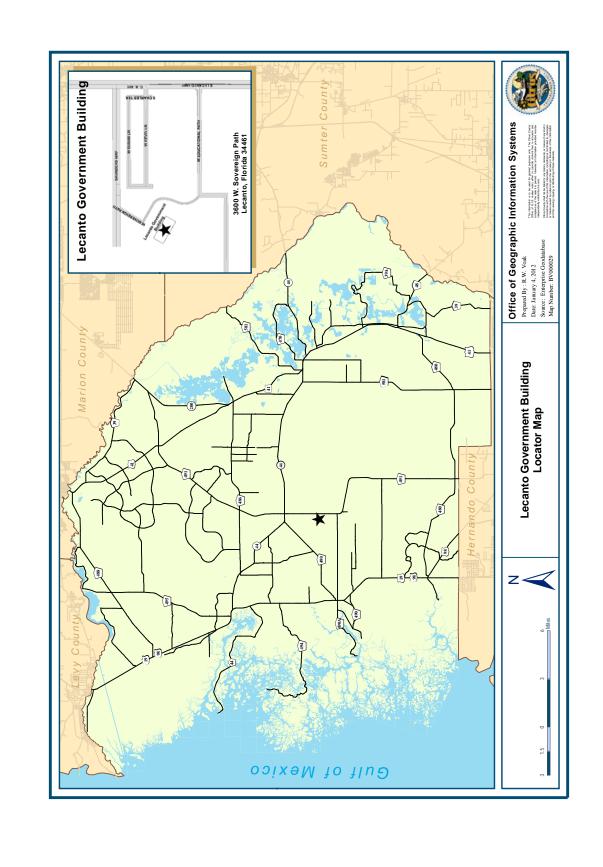
Enclosed for your review are the following items:

- Agenda
- · Minutes of the July 20, 2016 meeting
- Board Package*

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

Enclosures

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



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

From Brooksville:

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

From Ocala

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

From Bushnell

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

From Wildwood

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





WITHLACOOCHEE REGIONAL WATER SUPPLY AUTHORITY BOARD OF DIRECTORS MEETING

AGENDA

SEPTEMBER 21, 2016 -- 3:30 p.m. LECANTO GOVERNMENT BUILDING -- ROOM 166 3600 W. Sovereign Path, Lecanto, Florida 34461

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

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1.	Call to Order Dennis Damato, Chairman	
2.	Roll Call Richard Owen, WRWSA Executive Director	
3.	Introductions and Announcements Richard Owen, WRWSA	
4.	Approval of Minutes Dennis Damato, Chairman	9
5.	Public Comment	
6.	Charles A. Black Wellfield Engineering Analysis Acceptance of Final Report and Approval of Payment Richard Owen, WRWSA	17
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8.	Phase 4 Enhanced Irrigation Evaluation Program Richard Owen, WRWSA	2 3
9.	Citrus County Lease Agreement Richard Owen, WRWSA	169
LO.	As Needed Engineering/Technical Support Services Work Order to Water Resource Associates Richard Owen, WRWSA	181
11.	Executive Director's Report Richard Owen, WRWSA a. Bills to be Paid [August bill summary included in packet; September bills provided at the meeting] b. Annual Calendar of Fiscal Year 2016-2017 Meeting Dates [October 2016 – September 2017] c. Third Quarter Financial Report d. Public Officials Liability Policy e. Purvis Gray Compilation Engagement Letter f. Correspondence g. News Articles h. Other	187 189 195 197 203
L2.	Legislative Report Diane Salz, WRWSA Governmental Affairs	
L3.	Attorney's Report Larry Haag, WRWSA Attorney	
L4.	Other Business	
L5.	Next Meeting: October 19, 2016; 3:30 p.m.; Lecanto Government Building, Room 166	
l 6.	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.

Minutes of the Meeting

DRAFT

WITHLACOOCHEE REGIONAL WATER SUPPLY AUTHORITY BOARD OF DIRECTORS

Minutes of the Meeting July 20, 2016

TIME: 3:30 p.m.

PLACE: Lecanto Government Building

ADDRESS: 3600 W. Sovereign Path, Room 166, Lecanto, Florida 34461

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

1. Call to Order

Commissioner Dennis Damato, Chairman, called the Withlacoochee Regional Water Supply Authority (WRWSA) meeting to order at 3:31 p.m. and asked for a roll call.

2. Roll Call

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

BOARD MEMBERS PRESENT

Dennis Damato, *Chairman*, Citrus Co. Commissioner Nick Nicholson, *Vice Chairman*, Hernando County Commissioner

Earl Arnett, *Treasurer*, Marion Co. Commissioner Jim Adkins, Hernando County Commissioner Al Butler, Sumter County Commissioner Scott Carnahan, Citrus County Commissioner Don Hahnfeldt, Sumter County Commissioner William Kemerer, Brooksville City Councilor Ron Livsey, Belleview City Commissioner Dale Swain, Bushnell City Councilor

BOARD ALTERNATE PRESENT

David Burnell, Crystal River City Manager

BOARD MEMBERS ABSENT

Kathy Bryant, Marion County Commissioner Carl Zalak, Marion County Commissioner Ken Brown, Crystal River City Councilor

3. Introductions and Announcements

- *Introductions*. Mr. Owen recognized Authority staff present for this meeting. Audience members introduced themselves for the Board's information (see meeting sign-in sheet).
- Announcements. None were made at this time...

WRWSA STAFF PRESENT

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

LOCAL GOVERNMENT STAFF PRESENT

Doug Andrews, Marion County Utilities Department Jacob Arnette, Marion County Water Resources Coordinator Alys Brockway, Hernando County Water Resources Manager Debra Burden, Citrus County Water Conservation Richard Radacky, City of Brooksville Public Works Ken Vickers, Hernando County Utilities Department

4. Approval of Minutes

A copy of the May 18, 2016 minutes was provided in the Board's meeting materials. Following consideration, Mr. Adkins moved to approve the minutes for the May 18, 2016 meeting as presented. The motion was seconded by Mr. Arnett and carried unanimously.

5. Public Comment

Mr. Swain, Bushnell City Councilor, addressed the Board regarding the issuance of a 20-year permit by the Southwest Florida Water Management District (SWFWMD) to an Ocala company to pump nearly 500,000 gallons of water daily from two springs along County Road 470 near Sumterville. He provided an overview of the issue and history of the land and its usage over a number of years.

Following Mr. Swain's comments, Chairman Damato recognized audience members who submitted *Request to Speak* cards and each were allowed three minutes to speak. Audience members addressing the Board regarding their concerns for water protection and objections to the water use permit were Louise Maier (Sumterville), Kate Weingart (The Villages), Martin Van Luven (The Villages), Joseph Flynn (The Villages), Marsha Schearer (The Villages), Dave Koller, Nancy Canaday (Sumterville), and Bill Tucker (The Villages). Mr. Swain concluded the discussion with summarizing remarks.

Chairman Damato closed the public comments and requested Mr. Owen provide the WRWSA's position on this issue. Mr. Owen said he appreciated the audience members for coming today. He said the permit is under 500,000 gallons per day (gpd) threshold which requires approval of the SWFWMD Governing Board. This organization has no legal avenue to participate in objecting to the proceeding and is subject to the same regulations of the SWFWMD. He noted it is the purview of adjacent property owners to object, and the administrative hearing scheduled for October 2016 is the public's opportunity to express their objections.

Messrs. Nicholson and Hanfeldt acknowledged that they understood the concerns expressed today since citizens have come before their local county commissions to state their objections to the permit.

6. Local Government Grant Applications

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

2016-17 WRWSA Grant Applications and Staff Recommendations

APPLICANT / PROGRAM	AMOUNT REQUESTED	AMOUNT RECOMMENDED
Citrus County / Water Conservation	\$36,875	\$36,875
Hernando County / Water Conservation	\$47,500	\$47,500
Marion County / Water Conservation	\$35,245	\$35,245
Total	\$119,620	\$119,620

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

Following consideration, Mr. Nicholson moved to approve the grants in the amounts shown above and authorize the Chair to execute the grant Agreements as presented. The motion was seconded by Mr. Carnahan and carried unanimously.

7. Irrigation Evaluation Program

a. Phase 3 – Status Report

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

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

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

This is an information item and no action is required.

b. Phase 4 – Authorization to Issue a Request for Quotes

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

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

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

- Core Program (all audits) homeowner rain sensor and irrigation controller education, rain sensor test and replacement when broken, irrigation controller time adjustments, irrigation system zone by zone evaluation of efficiencies, a catch-can test of one irrigation zone, irrigation controller battery replacement, and an audit report to homeowner; and
- Enhanced Program (added services if warranted) catch-can audits of entire irrigation system, sprinkler head repair or replacement (for broken or mixed heads), capping unnecessary heads, replace rain sensors or weather stations with a WaterSense approved product associated with the existing WaterSense irrigation controller, replacement of obsolete-outdated controllers with WaterSense approved controllers, adjustment of irrigation controller based on the catch can test, raising of a low irrigation head and straightening of a crooked irrigation head. Enhancements to the program are intended to garner additional interest in homeowner participation and will lead to greater water savings in the region.

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

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

Following consideration, Mr. Adkins moved to approve issuance of the Phase 4 Irrigation Evaluation Program Request for Quotes, as contained in the exhibit. The motion was seconded by Mr. Arnett and carried unanimously.

8. Charles A. Black Wellfield Water Supply Contract

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

Mr. Carnahan questioned the six-month notification for renewal and clarification of renewal intervals and discussion ensued.

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

b. Charles A. Black (CAB) Wellfield Engineering Analysis – Mr. Owen said one significant aspect of the proposed new Water Supply Contract is to potentially reduce the amount of money contributed to the Renewal and Replacement (R&R) fund on an annual basis. In order to accurately estimate the amount of necessary R&R funding, it is proposed the periodic Engineering Evaluation of the CAB facilities be conducted now rather than during the upcoming fiscal year when it was scheduled.

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

Messrs. Harold Bridges and Anthony Holmes, representing Jones Edmunds & Associates, provided a draft handout of the analysis. Mr. Bridges noted that the facilities are well maintained and reviewed the following recommendations:

- Maintain maintenance records for each piece of equipment to track failures and establish trends based on the maintenance history.
- Provide an annual contribution of \$100,000 to the fund based on the analysis.
- Maintain a maximum and minimum R&R fund balance of \$4,000,000 and \$1,000,000, respectively, where no contributions are made after the fund reaches \$4,000,000 until the balance reaches \$1,000,000.
- Maintain a minimum expenditure of \$2,500 to qualify for use from the R&R fund.
- Closely monitor costs to allow the R&R budget to be adjusted if necessary as the planning period progresses. Based on age, equipment replacement are expected early in the planning period. Budgeting should, therefore, reflect replacement costs early in the planning period, with renewal costs occurring later.
- Prepare a Capacity Analysis Report for CAB-1 and CAB-2 WTFs to provide a better understanding of the capacity limits of the WTFs and if upgrades to the HSPs are required when they are replaced
- Conduct an engineer evaluation of the facilities similar to this report every five years, funded by the R&R fund.

Chairman Damato requested the draft analysis document be provided to Citrus County and the presentation posted to the Authority's website. He thanked the contractor for the excellent work done.

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

9. General Technical/Engineering As-Needed Services Contract Extensions

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

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

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

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

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

Following consideration, Mr. Carnahan moved to approve the staff recommendation as presented. The motion was seconded by Mr. Nicholson and carried unanimously.

10. Executive Director's Report

a. Bills to be Paid – Mr. Owen presented the May 2016 bills and requested Board concurrence of payment for administrative invoices in the amount of \$14,788.25 and no project-related costs. Mr. Butler moved to ratify payment of the May 2016 bills in the amount of \$14,788.25. The motion was seconded by Mr. Arnett and carried unanimously.

Mr. Owen presented the June 2016 bills and requested approval of payment for administrative invoices in the amount of \$13,878.97 and project invoices in the amount of \$4,759.63, totaling \$18,638.60. Following consideration, Mr. Arnett moved for payment of the June 2016 bills in the amount of \$18,638.60, as presented. The motion was seconded by Mr. Butler and carried unanimously.

- b. 2016-2017 Regulatory Plan Mr. Owen noted the report was provided in the Board's meeting materials. He said the Authority does not do rule development so nothing is anticipated. Following consideration, Mr. Nicholson moved, seconded by Mr. Arnett, to accept the 2016-2017 Regulation Plan, as presented. Motion carried unanimously.
- c. **Correspondence** Items were included in the Board's meeting materials.
- d. News Articles News articles of interest were included in the Board's meeting materials.

e. Other

- Mr. Owen noted that the lease with Citrus County for the Authority's office is complete at the same cost and includes internet service. He noted that the County waived the liability insurance clause since the Authority was unable to apply for insurance without including the wellfield.
- Mr. Owen said the SWFWMD is developing a new policy to be incorporated in its Cooperative Funding Initiative regarding alternative water supplies. He said he has been requested to participate in policy development. He noted the policy relates to the multi-year funding project

with the newly-formed water supply authority in Polk County. He said he will keep the Board apprised as discussions ensue.

11. Legislative Report

- Ms. Salz briefly updated the Board regarding reclaimed water (Senate Bill 536) for which final Department of Environmental Protection (DEP) recommendations were made earlier this year. She noted that she and Mr. Owen met with Senator Wilton Simpson who is leading a working group of about 50 stakeholders who have been meeting monthly to prepare legislation for the 2017 Legislative Session. The draft proposal is expected to be available in October. She said she will keep the Board apprised of impacts to water laws and regulations.
- Ms. Salz said there are health-based surface water quality criteria revisions being proposed by the DEP. The revisions will effect surface water bodies, such as the Withlacoochee and Ochlocknee rivers within our region, and the Environmental Regulatory Commission will consider the proposed rule changes which have not been updated since the 1990s. The DEP will be updating 43 current chemicals and adding standards for an additional 39.
- Ms. Salz requested approval to attend the annual Florida Water Forum in September at an estimated cost of \$500. She noted that attendance is useful since there will be policy discussions on emerging water issues and proposed legislation which may be filed impacting the Authority. Mr. Nicholson moved to approve Ms. Salz's attendance at the annual Florida Water Forum. The motion was seconded by Mr. Arnett and carried unanimously.

12. Attorney's Report

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

13. Other Business

- Chairman Damato said he had a question regarding the Florida Springs Protection Act. He said Florida now has about 20 million people which effects nutrient loading and septic tank usage. He noted this will impact home building and requested the Board be kept apprised. Ms. Salz said the Indian River Lagoon is being targeted initially.
- Mr. Hahnfeldt said the change in number of chemicals can also be impactful on the counties. He requested the Board be kept apprised of cost impacts.
- Chairman Damato thanked the Board for being respectful of the frustration of the citizens who attended the meeting to express their concerns regarding water withdrawal in this region.
- Mr. Owen noted that the Authority's 40th Anniversary is approaching and it is the oldest water supply authority in the state. He asked the Board to be considering ways to celebrate this anniversary. He said he will approach consultants and contractors to assist in funding an event.

14. Next Meeting Time and Location

- Following consideration, Mr. Butler moved to cancel the August 17, 2016 monthly Board meeting. The motion was seconded by Mr. Arnett and carried unanimously.
- The next monthly meeting is scheduled for September 21, 2016 at 3:30 p.m. at the Lecanto Government Building, Room 166.

15.	iournment

Chair Damato adjourned the meeting at	5:44 p.m.
Dannia Dannata Chairman	
Dennis Damato, Chairman	
Richard S Owen Executive Director	

<u>Charles A. Black Wellfield Engineering Analysis Acceptance of Final Report and Approval of Payment</u>

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

At the July 20, 2016 Board meeting, the Board received a report on the draft Engineering Evaluation of the Charles A. Black Water Supply Facilities. Subsequent to the July meeting, WRWSA and Citrus County staff met with Jones Edmunds to review the draft and various updates have been incorporated into the final report. In an effort to save on printing costs, the final report is not included in the Board packet but is available upon request and can be downloaded from the Authority's website (http://wrwsa.org/board mtg schd.htm). This evaluation is important to the proposed new water supply contract with Citrus County in that it addresses the funding levels and other aspects of the wellfield renewal and replacement fund. Staff will review key aspects of the final report that have been updated from the draft report.

As a part of this work effort, Jones Edmunds was requested to present the draft report to the Board at the July meeting. This presentation was not a specified task within the original work order. Jones Edmunds has requested reimbursement for the expenses associated with this presentation. Included as exhibits to this item are an amendment to the original work order 16-01 authorizing the presentation work and a final invoice with charges in the amount of \$3,590 for preparation of the presentation and attendance at the July Board meeting. This amount is in addition to the original work order amount of \$25,000.00, of which \$24,250 has previously been billed and paid. Staff believes these presentation costs are appropriate and that Jones Edmunds should be paid for this work as well as the outstanding amount of the original work order.

See exhibits:

- (1) Amendment to Work Order 16-01, Authorizing the Preparation of a Draft Final Report Presentation and Delivery of the Presentation to the Board
- (2) Final Invoice from Jones Edmunds for the Engineering Evaluation of the Charles A. Black Wellfield Facilities and Associated Renewal and Replacement Fund

Staff Recommendation:

Board acceptance of the Charles A. Black Wellfield Engineering Analysis Final Report, authorization for the Executive Director to execute Amendment No. 1 to Work Order 16-01, and authorization to pay the final Jones Edmunds invoice in the amount of \$4,340.



AMENDMENT NO. 1

to

Work Order 16-01 General Engineering/Technical Services Agreement

Between

The Withlacoochee Regional Water Supply Authority and Jones Edmunds & Associates, Inc. Dated May 18, 2016

Engineering Evaluation of the Charles A. Black Wellfield Facilities and Associated Renewal and Replacement Fund

This Amendment No. 1, dated this 6th day of September, 2016, hereby amends the referenced contract between the parties as follows:

- Provide Additional Services for preparation and presentation of a PowerPoint presentation to the Board.
- The Lump Sum fee for these Additional Services shall be \$3,590.
- Execution of this amendment will result in a new contract value of:

1 Horvath 9/6/2016 G Perrine 9/6/2016

Contract	Date	Fee
Work Order 16-01	May 18, 2016	\$25,000
Work Order 16-01 Amendment 1	September 6, 2016	\$3,590
Revised Total		\$28,590

All other provisions of the referenced Agreement shall remain in effect unless subsequently changed in writing and signed by both parties.

Data
Date:
Date: 9/6/2016



September 6, 2016

Project No:

23170-002-01

Invoice No:

0237555

Withlacoochee Regional Water Supply Authority (WRWSA)

3600 W. Sovereigh Path, Ste 228

Lecanto, FL 34461

Project

23170-002-01

CAB Wellfield Facility Evaluation

Work Order No. 16-01

Description of Services:

Presentation to WRWSA Board on 7/20/16

· Updates and finalize report

Attend meeting on 8/17/16

Professional Services through August 21, 2016

Task Name		Task Fee	Percent Complete	Earned To Date	Previously Invoiced Amount	Current Fee Billing
Original Contract Amount		25,000.00	100.00	25,000.00	24,250.00	750.00
Amendment 01		3,590.00	100.00	3,590.00	0.00	3,590.00
Total Fee		28,590.00		28,590.00	24,250.00	4,340.00
						4,340.00
	1			Total This Inv	oice	\$4,340.00

Authorized:

John Horvath

Date: 9/6/2016

Charles A. Black Wellfield Water Supply Contract

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

Subsequent to the July Board meeting, staff received an updated, strike-through and underline version of the proposed new water supply contract from Citrus County. The document included changes that were not agreed upon in the most recent meeting with the County and that WRWSA staff would not recommend to the Board. The provisions address how the funds received by the Authority for the sale of water from the Authority-owned Charles A. Black wellfield to Citrus County can be used by the Authority. As proposed by Citrus County, the funds could only be used for projects in Citrus County.

The current contract provisions are as follows:

UTILIZATION OF CONTRACT REVENUES. The Authority may utilize the revenues derived from this Contract for the purposes deemed necessary and appropriate in the sole discretion of the Authority, including but not limited to administration, water supply development projects, including water conservation projects, and for the purpose of securing any revenue bonds issued by the Authority to finance new water supply projects of the Authority.

The following changes are proposed by Citrus County:

UTILIZATION OF CONTRACT REVENUES. The Authority may utilize the revenues derived from this Contract for the purposes deemed necessary and appropriate in the sole discretion of the Authority appropriate for the benefit of Citrus County and the citizens of Citrus County, including but not limited to administration, water supply development projects within Citrus County, including water conservation projects in Citrus County, and for the purpose of securing any revenue bonds issued by the Authority to finance new water supply projects of the Authority within Citrus County.

Staff informed Citrus County it could not recommend these changes to the Board. Citrus County has requested the WRWSA consider a compromise that would prioritize funding for projects in Citrus County. In response to that request, at the County's request, Authority staff provided the following to the County:

UTILIZATION OF CONTRACT REVENUES. The Authority may utilize the revenues derived from this Contract for the purposes deemed necessary and appropriate in the sole discretion of the Authority <u>Board</u>, including but not limited to administration, water supply development projects, including water conservation projects, and for the purpose of securing any revenue bonds issued by the Authority to finance new water supply projects of the Authority. <u>In recognition of the fact that these revenues originate from Citrus County, the Authority Board</u>, in its sole discretion, may give priority consideration to projects which benefit Citrus County utilities.

As of the date of preparing the Board notebook, staff have not heard back from Citrus County. Staff will report to the Board any further developments in the negotiation with the County.

Staff Recommendation:

Should the County insist on provisions which restrict the funds to being spent on projects exclusively in Citrus County, staff will recommend to the Board that all contract negotiations be terminated and that the Authority and Citrus County continue to operate under the existing contract until its expiration.

Should staff reach agreement with Citrus County on the proposed new water supply contract prior to the Board meeting, staff will provide the agreement in advance of the meeting as best as possible and will seek Board approval of the new agreement.

Phase 4 Enhanced Irrigation Evaluation Program

These items are presented by Richard Owen, WRWSA Executive Director.

a. Contractor Selection

At its July 2016 meeting, the Board authorized staff to issue a Request for Quotes (RFQ) for Phase 4, Enhanced Irrigation Evaluation Program. Two quotes were received in response to the RFQ. A summary of these quotes and the quote documents are included as exhibits to this item.

Upon review of the quotes received, staff recommends the Board select Eco Land Designs, LLC, as the most responsive and qualified contractor. 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.

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 2017. All work performed between October 1, 2016 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.

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See	e exhibits for this item:	
1.	Summary of Quotes	25
	Eco Land Designs, LLC, Quote Submittal	
3.	D&C Environmental, LLC, Quote Submittal	79
4.	Agreement between the WRWSA and Eco Land Design, LLC, for the	
	WRWSA Regional Irrigation Evaluation Program (N822)	125

Staff Recommendations:

- (1) That the Authority Board approve the selection of Eco Land Design, LLC, as contractor to perform the irrigation system evaluations for Phase 4 Enhanced Irrigation System Evaluation program (N822).
- (2) That the Authority Board approve the contract between WRWSA and Eco Land Design, LLC, in an amount not to exceed \$171,800 and authorize the Chairman to execute the contract.
- (3) That the Authority Board authorize the Chairman to execute the CFI agreement for Phase 4 Enhanced Irrigation System Evaluation program between the SWFWMD and the WRWSA, following review and approval by the Authority Attorney.

b. Agreements with The Villages NSCUDD and VCCDD

Two of the utilities that serve areas of The Villages in Sumter County have agreed to participate in the Phase 4 Enhanced Irrigation System Evaluation program. These include 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.

The NSCUDD has agreed to participate at a funding amount of \$8,000.00, while the VCCDD has agreed to participate at a funding amount of \$4,000.00. Copies of the proposed agreements between the NSCUDD and WRWSA, and the VCCDD and the WRWSA, are included as exhibits to this item.

It should be noted that Citrus, Hernando and Marion counties continue to participate in the program as well. However, no contracts are currently necessary to effectuate their participation. See the letters to each county in the Correspondence section of the Board notebook.

		<u>PAGE</u>
See	e exhibits for this item:	
1.	Agreement between the WRWSA and the North Sumter County Utility Dependent	
	District for the WRWSA Regional Irrigation Evaluation Program (N822)	. 149
2.	Agreement between the WRWSA and the Village Center Community Development	
	District for the WRWSA Regional Irrigation Evaluation Program (N822)	. 159

Staff Recommendation:

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

Phase 4 Enhanced Irrigation Evaluation Program

a. Contractor Selection

Exhibit 1 – Summary of Quotes

WRWSA Evaluation of Quote Responses for Enhanced Irrigation Audit (N822)

Two quotes were submitted and opened on August 19, 2016.

The following summarizes the information contained in the submittals. Information provided orally or in writing at the opening, but not contained in the submittal package, is not included.

	Requirement	Eco Land Design	D&C Environmental
1	Submitted on or before August 19, 2016, 2 p.m.	Y	Y
2	Six paper and six PDF copies of submittal	Y	Y
3	Service office in Florida	Y	Y
4	Physical address & telephone number	Y	Y
5	Registered to do business in Florida	Y	N
6	Three references to verify qualifications	Y	Y ⁽¹⁾
7	Evidence of insurance coverage and amount	See note (2) below	See note (2) below
8	Carry Worker's Comp	See note (2) below	See note (2) below
9	Minimun 5 years experience designer and installer of irrigation systems	Y	N
10	FIS level Landscape Irrigation Auditors certificate; or • EPA WaterSense Partnership; or • Irrigation Association Landscape Irrigation Auditors certification	Y	N
11	Two years supervisory experience and management of similar projects	Y	N
12	Provide a current list of employees	Y	N
13	Provide office space and computer with Word & Excel for 1 staff person	Y	N
14	Have applicable licenses and permits to perform scope of services	Y	N
15	Included all Quote documents: Quote Response Form, Mandatory Reference Form and Acknowledgement of Addenda	Y	Y

		\$	\$
16	Price for Core Evaluation Audit Report (Max. \$275)	\$190.00	\$275.00
	Standard Rain Sensor Replacement Labor:	\$60.00	\$50.00
	Replacement of Hydrostatic Disk:	\$20.00	\$35.00
	Additional Zones:	\$25.00	\$30.00
17	Prices for Enhanced Evaluation (Max. \$765)		
Ī	a. Catch-can audits (Max. \$XX)	\$75.00	\$150.00
	b. Sprinkler head replacement (for broken or mixed heads)(Max. \$XX)	\$15.00	\$48.00
Ī	c. Capping unnecessary heads (Max. \$XX)	\$7.00	\$20.00
	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) (Max. \$XX)	\$70.00	\$150.00
	e. Replacement of obsolete-outdated controllers with WaterSense approved controllers (Max. \$XX)	\$70.00	\$125.00
	f. Adjustment of irrigation controller based on the catch can test (Max. \$XX)	Included no cost	\$35.00
	g. Rain Sensor Labor Only	\$60.00	\$75.00
18	Price for Follow-up Evaluation (Max. \$100)	\$100.00	\$175.00

Notes:

⁽¹⁾ All Polk County referenences.

⁽²⁾ Evidence of liability and workers compensation insurance not required as part of quote; only required at time of entering into contract, if chosen.

Phase 4 Enhanced Irrigation Evaluation Program

a. Contractor Selection

Exhibit 2 – Eco Land Design, LLC, Quote Submittal



Withlacoochee Regional Water Supply Authority
RFQ 16-01
Irrigation Evaluation Program
Phase 4 - (N822)
August 19th, 2016





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



ECO-Land Design, LLC 7615 Terrace River Drive Tampa, FL 33637 Ph: (813) 466-8705 E-Mail: ecolandfl@gmail.com

August 19, 2016

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

RE: Withlacoochee Regional Water Supply Authority Irrigation Evaluation Program (N822) RFQ 16-01

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 5 years as well as other local and state agencies on similar programs. These programs have produced substantial water savings and educational opportunities for participants. Additionally with the data received from the initial Pilot Program (N278) indicating an average savings of over 350 gallons per day for participants in the program, the need for direct assistance for residential customers on the appropriate use of irrigation systems has never been more apparent.

Growth and development has put a severe strain on water quality and water availability throughout the state especially in the central Florida region. Outreach programs such as this Irrigation Evaluation Program play an important role in protecting our greatest natural resource, water. I fully understand the Authority's desire to utilize these evaluation 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 personally utilize Water Star and Waterwise practices and techniques including design of low impact developments, utilizing drought tolerant plant material and efficient irrigation techniques as methods to secure Florida's greatest natural resources for future generations. I am excited about the opportunity to continue to educate your customers and implement some of 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. Understanding water needs and requirements within the landscape as it matures is key to providing 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

Cover Letter
Page 2
WRWSA
Irrigation Evaluation Program
RFQ 16-01

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.

In the most recent Program (N640) it was observed that only 30% of exiting irrigation zones are operating at an acceptable efficiency creating many opportunities to provide participants with effective water conservation solutions. I have gained in the past 5 years working for the WRWSA and assisting potable customers has been very valuable. With every evaluation I have been able to assist applicants with water saving opportunities that are tailored and specific to each residential site. Additionally, raising awareness about potential economic benefits through lower utility bills and reduced landscape maintenance requirements/costs also goes a long way towards getting their attention and it also increases the probability of implementing efficiency upgrades to the irrigation systems resulting in sustained water conservation.

I have personally assisted over 1,400 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 on time and communicate the appropriate message time and time again with positive feedback and direct results that improve water conservation and in-turn help to save Florida's future.

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

Sincerely,

Jack Overdorff, RLA

President, ECO-Land Design, LLC

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

7615 Terrace River Drive

Tampa, FL 33637 Ph: (813) 466-8705

ecolandfl@gmail.com

ATTACHMENT 3

ACKNOWLEDGMENT OF ADDENDA FORM

(Must be Returned with Quote Response)

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

Table Of Contents

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RFQ 16-01 WRWSA Irrigation Evaluation Program Phase 4 (N822)



Section A- Experience & Qualifications

a. Company Ownership

Electronic Articles of Organization For Florida Limited Liability Company

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

Article I

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

Article II

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

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

Article III

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

Article IV

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

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

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

Registered Agent Signature: JACK B. OVERDORFF

Article V

The name and address of managing members/managers are:

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

Article VI

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

Signature of member or an authorized representative of a member

Signature: JACK B. OVERDORFF

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





Section A- Experience & Qualifications (Continued)

a. Company Ownership

State of Florida Department of State

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

The document number of this limited liability company is L10000007453.

I further certify that said limited liability company has paid all fees due this office through December 31, 2016, that its most recent annual report was filed on April 4, 2016, and that its status is active.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Fourth day of April, 2016



Ken Differen Secretary of State

Tracking Number: CC4919137242

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

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





Section A- Experience & Qualifications (Continued)

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

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

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

c. Point Of Contact:

Jack Overdorff, RLA

Account Manager and Inspector

7615 Terrace River Drive

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

Email: ecolandfl@gmail.com

Alternate Email: tjover1@yahoo.com

d. Company background:

Jack Overdorff, RLA, founder of ECO-land Design has over 25 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 has also recently been select to manage the Marion County Enhanced Irrigation Evaluation Program that is structure similar to this program in providing applicants with repairs to improve efficiency and water conservation. 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





Section A- Experience & Qualifications (Continued)

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

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

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

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

As an example of Mr. Overdorff''s experience in appropriate plant selection, he was manager of a comprehensive plant selection catalogue that provides commercial developers a basis for the design parameters of all landscaping plans for their projects. This catalogue is used today as a source of information for designers on plant identification, size at maturity, application, and general use on their projects. The catalogue was also developed by the use of WATERWISE for Florida Landscapes distributed by the SWFWMD. Plants were selected based on durability





Section A- Experience & Qualifications (Continued)

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 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 5 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)
 - 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





Section A- Experience & Qualifications (Continued)

h. Resumes of Key Staff:

JACK B. OVERDORFF RESUME

SPECIFIC WORK EXPERIENCE/KNOWLEDGE

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

PROFESSIONAL REGISTRATIONS & PROFESSIONAL ORGANIZATIONS

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

EDUCATION

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





Section A- Experience & Qualifications (Continued)

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

PROJECT MANAGEMENT, DESIGN & CONSTRUCTION SERVICES

Owner/Operator, November 2008 to Current

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

GENESIS GROUP, TAMPA, FLORIDA - MULTIDISCIPLINARY PUBLIC AND PRIVATE

SECTOR PLANNING/ENGINEERING FIRM

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

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

•

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

Manager of Landscape Architecture, January 2005 to January 2006

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

GENESIS GROUP, TAMPA, FLORIDA – MULTIDISCIPLINARY PUBLIC AND PRIVATE

SECTOR PLANNING/ENGINEERING FIRM

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

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





Section A- Experience & Qualifications (Continued)

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

Landscape Architecture Manager, April 1999 to August 2002

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

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

Project Landscape Architect, October 1993 to March 1999

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







Section B- References For Jack Overdorff

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

Mr. Overdorff has assisted the City by performing irrigation audits and rain sensor installations for over 900 residential, multi-family and commercial customers throughout the City using potable, reclaimed and well water systems for irrigation. A full report was generated with water usage analysis, recommended repairs/adjustments, water savings calculations and landscape modifications to conserve water or to resolve maintenance issues. Property plans with locations of irrigation equipment layout were also prepared to assist in educating the participant and assist in completing recommended repairs. Follow-up inspections were conducted to verify that prescribed modifications are completed. In addition to performing irrigation audits. Estimated water savings for Phase 5 of the program was 14,832,489 Gallons. 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

WITHLACOOCHE WATER SUPPLY AUTHORITY IRRIGATION EVALUATION PROGRAM (N278), August 2011 To December 2012

Mr. Overdorff worked 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 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 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. Based on data supplied by the individual utilities in the 4 county area, the overall water saved in a 1 year period for 230 applicants was 29 Million Gallons per Year. The region saved 79,352 gallons of water per day or 352 gallons per account per day.

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

Alvs 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

WITHLACOOCHE WATER SUPPLY AUTHORITY IRRIGATION EVALUATION PROGRAM (N491), April 2013 To November 2015 & PROGRAM (N640) February 2015 to Present

As a continuation of the Project (N278) noted on Page 9, 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 & 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 and rain sensor installations. Educational tips were also given for programming and adjusting zone runtimes to conserve water. 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 have and will be scheduled for the current program 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:

Nancy Smith, City of Ocala 969 SE 68th Ct. Ocala, FL 34472

PH:352-512-9290, Cell PH: 352-586-0661

E-mail: nsmith9807@gmail.com

CITY OF TAMPA, SENSIBLE SPRINKLER PROGRAM, December 2009 To 2012

As part of the City's Sensible Sprinkler Program, Mr. Overdorff has assisted the City by performing irrigation audits and rain sensor installations for residential, multi-family and commercial customers including those that have been identified as high water users. The program offered incentives to residents who make prescribed adjustments and modifications to reduce overall water consumption for irrigation purposes. Follow-up inspections were conducted to verify that prescribed modifications are completed. In addition to performing irrigation audits Mr. Overdorff assists the City with educational workshops and providing technical assistance for public information releases.

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

Jill Lehman
Environmental Specialist
Tampa Water Department
306 E. Jackson Street, 5E
Tampa, Florida 33602

PH: (813) 274-7091 FAX (813) 274-7040

E-mail: Jill.Lehman@ci.tampa.fl.us





Section B- References For Jack Overdorff (Continued)

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

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

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

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

Robin L. Grantham Senior Communications Coordinator Southwest Florida Water Management District 2379 Broad Street, Brooksville, FL 34604-6899 PH: (352) 796-7211 ext. 4779 or 1-800-423-1476, FAX (352) 754-6883

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

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:

Kendall Phillips LP Engineering 205 Century Blvd. Bartow, FL 33830

PH: (863) 519-3470

Contact E-mail: kphillips@lpengineering.net





MARION COUNTY ENHANCED IRRIGATION EVALUATION PROGRAM, July 2016 To Present

Mr. Overdorff is currently working with County staff to assist high potable water users by providing irrigation audits/inspections to residents within the county. Inspections determine areas of system inefficiencies, possible water leaks, identify pressure problems, broken equipment, improper design or use of equipment, overspray, and rain sensor installations. The enhanced services also include repairs of broken or leaking heads, adjustments to reduce overspray as well as improvements to improve the overall efficiency of the systems. Following the inspections a report is generated outlining the findings with recommendations to further increase the system efficiency along with a property head layout plan to assist the owner in current and future repairs or modifications.

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

Jacob Arnette
Marion County, Water Conservation Coordinator
412 SE 25th Ave, Ocala, FL 34471

PH: (352) 671-8672

E-mail: Jacob.Arnette@marioncountyfl.org

ATTACHMENT 2

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

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

1.	Business Name:	City of St. Petersburg
	Contact Person:	Christine A. 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 Irigation Evaluation Program assisting Residential, Commercial
		and mulit-family participants on irrigation efficieincy/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:	Hemando 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 also are dedicated to providing these services on-time without delay and as scheduled with the participant. Reports will be generated and delivered to the Authority project manager within one week of the inspection. 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 printer
 - > Epson Workforce 610 multifunction, printer/scanner/fax & Brother laser printer
 - Brighthouse high speed zoom internet access
- d. Capacity for meeting service requirements:

Current irrigation audit workload includes:

- WRWSA Irrigation Inspection Project follow-up inspections (N491)
- Marion County Irrigation Evaluation Program Thru December 2017

Due to current contracts status it is anticipated that this contract will be fully serviced by Mr. Overdorff follow approval and beginning October 1st, 2016





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. The plans are included in the base bid for this project. (See Section-F for report and plan examples)

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

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

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

f. Summary of the evaluation process:

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

During the inspections the following items will be reviewed:

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





Section C- Proposal (Continued)

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





Section C- Proposal (Continued)

26. Distribute the outdoor water conservation packets to Program Participants

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

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

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

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

If possible e-mail addresses could also be utilized as an alternative method of contacting participants as some individuals prefer this method of contact versus phone calls. E-mails will also be requested at the time of the inspection by Eco-land Design and used to issue reports per applicant approval to minimize excess paper and environmental impacts.

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 (N822) – QUOTE NUMBER RFQ 16-01

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

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

< 190.00* Audit report to the homeowner and the Authority

Added price for replacement of standard rain sensor when < 60.00 non-functioning, labor only. Part expense to be reimbursed at cost Added price per rain sensor repair consisting of replacement of 20.00** hydrostatic disks Added price for each zone over 8, up to a maximum of 12 zones at 25.00 a residence

Cost per

er Enhanced Evaluation Component		
Catch-can audit of all zones	\$_	75.00***
Sprinkler head replacement per head, labor only. Part expense to be reimbursed at cost	\$_	15.00
Capping unnecessary heads, price per head, labor only. Part expense to be reimbursed at cost	\$_	7.00****
Replacement of rain sensors or weather stations on existing Water		
Sense labeled irrigation controller with product consistent with certification specifications, labor only. Part expense to be reimbursed		
at cost	\$_	70.00
Replacement of controller with WaterSense labeled controller, labor only. Product expense to be reimbursed at cost	s	70.00
Adjustment of irrigation controller based on the catch can test	\$	Included no cost
Cost per new rain sensor installation, labor only. Part expense	200	
to be reimbursed at cost	\$_	60.00
Cost per follow-Up	5	100.00

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

- * Core costs include irrigation layout plan in Cadd supplied to participant and WRWSA
- ** Replacement of Hydostatic 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 in the bid form (Striaghteing Heads, Raising Heads & Nozzle replacement)

ATTACHMENT 1

QUOTE RESPONSE FORM

FOR WRWSA IRRIGATION EVALUATION PROGRAM (N822) - QUOTE NUMBER RFQ 16-01

Firm Name ECO-Land Design, LLC	
Type Organization: [] Individual [x] Small Busine [] Partnership [] Corporation	
Business is licensed (unless exempt by applicable law), perm [X] Yes [] No License#_L10000007453/L	
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 Sta	ite): None
Authorized Representative's Name:Jack B. Overdorff	
Address: 7815 Terrace River Drive	
City: _Tampa	State: _FL zip: _33637
Telephone No.: <u>(813)</u> 466-8705 Fax No.: <u>(813)</u> 988	3-0804 Email: _Ecolandfl@gmail.com
Federal I.D.#: 45-1594760	Invoice Terms: 30 Days
Authorized Signature:	Date: 8/19/16





Section D- 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 SWFWMD in developing 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 F- Other (Continued)









Section D - Other (Continued)

memo



Date: May 25, 2016

From: Chris Claus, St. Petersburg Water Conservation Coordinator From: 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 D - Other (Continued)



CITY OF TAMPA

Bob Buckhorn, Mayor

Water Department

Chuck Weber, P.E., Director

May 25, 2016

To Whom It May Concern:

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

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

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

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

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

Sincerely,

Jill Lehman

Jill Lehman

Water Conservation Coordinator

813-274-7091





Thanks again, Kathy Koehnen

RFQ 16-01 WRWSA Irrigation Evaluation Program Phase 4 (N822)



Section D - Other (Continued)

Cotton B Ctilor (Continuada)
Below are e-mails of appreciation from participants for programs inspected by Mr. Jack Overdorff:
C Kallen Jul 13
Thanks so much.
Jul 13 Joe Bell
Thanks for all your help Jack!
Jun 4
cdaniel <cdaniel002@gmail.com></cdaniel002@gmail.com>
Thank you, Jack. I will look into fixes and recommendation within the next couple of weeks
May 31
Jerry Williams <jwknoxtn@gmail.com></jwknoxtn@gmail.com>
Thanks for your irrigation inspection report. Very thorough and helpful information.
Thanks for your help.
tvtbrian fauser drauser@gmail.com> Mar 4
Hi Jack,
Very thorough report. Love it.
Thanks, Brian
Kathleen Koehnen «kkoehnen@hotmail.com» Mar 25
Hello Jack - Thanks so much for this report. I will follow up as soon as I get back to Florida. I like your professional irrigation system map so much better than the hand-written one I developed over time. I have printed several copies and will color-code by zone and use your map.





Section D - Other (Continued)

Sandy Coleman <morganalexa@bellsouth.net> Apr 1

Dear Jack,

Thank you so very much for you evaluation of our irrigation system. The detailed report you prepared along with the layout of our irrigation system is invaluable to us. We will definitely take all of your suggestions for improvement to heart and look forward to assisting with water conservation in our county.

In addition, the money we will save is an added bonus.

Thanks again, Wayne and Sandy Coleman 10276 Rosetti Ct Spring Hill, FL 34608

$\textbf{kttrudeau@tampabay.rr.com}^{\; Jun\; 3}$

Thank you for the great inspection and report. It is very much appreciated.

Thanks, KT Trudeau

$\textbf{Libby < libbyhendren@yahoo.com>}^{Jun~30}$

Thanks for your help!

$\textbf{Robert Goldberg} \ ^{Jul\ 30}$

Thanks this a great report. I will be out of town until 8/19. I will contact a contractor then.

Robert Goldberg





Section D - Other (Continued)

Aug5
Tom Bisceglia
Hi Jack,
Thank you very much for all the work you put into my irrigation report. This report will be very helpful.
Tom Bisceglia
Vassel Walcott <vaskel9@yahoo.com> 12/13/13</vaskel9@yahoo.com>
Hi Jack, Good evening, Thanks for inspection conducted at my Sister and I property, it was excellent. I e-mail Debra and mention (manager of Nancy)how significant this Program was and your professionalism. My Sister and I thank you very much. Happy Holliday. Regards, Kelly
Vernard McKenny < vmckenny@tampabay.rr.com> 11/7/13
Thanks Jack,
This is a great and useful report. I will start working on some of the items.
Vern





Section D - Other (Continued)

11/2/13

ggawilliams@juno.com <ggawilliams@juno.com>

Thank you. Was nice to meet you and thank you for installing the rain sensor supplied to us for free.

Appreciate your time and effort on our behalf.

Have already replaced/adjusted the heads you marked during your visit...working on the rest of the items.

-Glennis, President, Northwick Arms Condos.

Wim Dericks <wdericks@gmail.com> 11/5/13

Hi Mr Jack,

This is a very comprehensive report. Thank you very much.

I will get with my



Residential Landscape/Irrigation Evaluation Report

Evaluator: Jack Overdorff, RLA

Re-inspection Date: 5/19/16

Date: 5/13/15

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

Page 30

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:

66

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

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

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

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

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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

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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. .

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 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 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 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 in one application.

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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 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 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 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 watering times and frequency based on the evaluation inspection called (Post-inspection zone runtimes and water usage). These modifications can evaluator called (Pre-inspection zone runtimes and water usage). The water schedule below (Right Side) reflects recommended changes to the create significant water savings in many cases.

development of turf grass roots, greater soil moisture retention and help promote a more drought resistant turf. Over-watering allows water to travel 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 beyond the root zone, while under-watering may cause shallow roots that will dry out quickly

Plant type	Pre-inspection zone runtimes	Plant type	Post-inspection suggested runtimes
	And water usage		And water usage
	Program A (1 application times per week)		Program A (1 application time per week)
Mixed	Zone 1 (Spray) - 29 mins = 566 Gal	Turf	Zone 1 (Spray) - 31 mins = 605 Gal
Turf	Zone 2 (Spray) - 29 mins = 508 Gal	Turf	Zone 2 (Spray) - 31 mins = 543 Gal
Tur	Zone 3 (Spray) - 29 mins = 305 Gal	Tur	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
Tur	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	Ε.Ε.	Total Water Usage (per application) after run time modifications 2,633 Gallons per week

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^{*}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

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 Additionally, seasonal adjustments may also be used to further reduce water use during the winter months (December, January and February) when 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 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 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.

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Estimate of existing water usage¹ P	Post-evaluation water use 1	Projected annual gallons savings ¹	Projected Annual Gallons Saved w/ Skip a Week¹
	2,633 GAL/CYCLE	123 GAL/CYCLE	2,633 GAL/CYCLE
	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 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 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: improvement centers or irrigation supply facilities. Approximately once per month inspect the irrigation system. Turn on each irrigation zone and visually examine all sprinkler heads. (Are they broken, spraying in the wrong direction or not rotating?) Take notes for later reference. Ten minutes of operation time is allowed for this inspection.

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

Please contact (WRWSA Contracted Admin, LuAnne Stout -(352-527-5795), if you have any questions or Comments.

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

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

Actual Water Usage Following Modifications:

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

Jack Overdorff

Water Usage Summary Following Re-Inspection

Projected Annual Gallons Saved w/ Skip a Week²	1,938 GAL/CYCLE	67,536 GAL/YEAR (47% Annual Savings)
Projected annual gallons saved ¹	818 GAL/CYCLE	42,536 GAL/YEAR
Post-evaluation water use ¹	1,938 GAL/CYCLE	100,776 GAL/YEAR
Estimate of existing water usage ¹	2,756 GAL/CYCLE/WEEK	143,312 GAL/YEAR

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

sensor.

Estimated percentage of recommended modifications completed: 60%

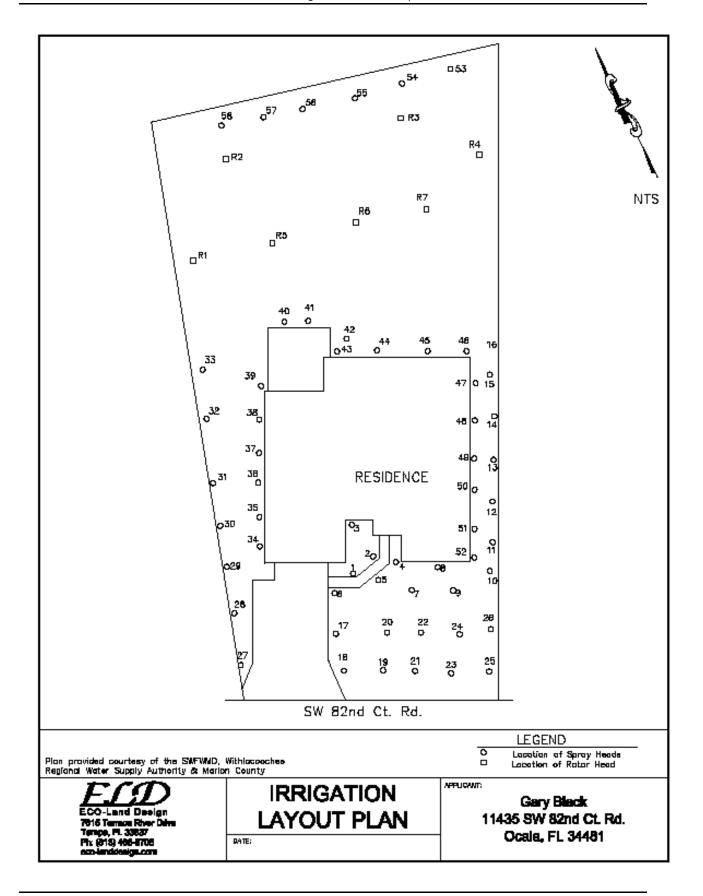






WaterMatters.org · 1-800-423-1476

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



Item 8

Phase 4 Enhanced Irrigation Evaluation Program

a. Contractor Selection

Exhibit 3 – D&C Environmental, LLC, Quote Submittal

WITHLACOOCHEE REGIONAL WATER SUPPLY AUTHORITY

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

The Withlacoochee Regional Water Supply Authority (Authority) requests quotes from responsive and responsible bidders for a WRWSA Irrigation Evaluation Program, Phase 4 — Irrigation System Evaluators. The selected respondent, hereinafter same as successful bidder or Contractor, will deliver the required goods/services and render the required goods/services to 3600 W. Sovereign Path, Suite 228, Lecanto, FL 34461. The terms respondent, successful bidder and Contractor will be used interchangeably throughout this RFQ. An information packet containing details of the project and the RFQ submittal requirements is available at www.wrwsa.org.

Withlacoochee Regional Water Supply Authority will receive responses no later than 2:00 p.m., August 19, 2016. Firms desiring to provide these professional services to the Authority must submit six (6) paper copies, and six (6) electronic PDF copies of their RFQ in accordance with the requirements contained in the information packet. You may mail or deliver your responses to:

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

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

Award for this Quote cannot exceed:

One hundred seventy-one thousand eight hundred and forty dollars
(\$171,840.00)

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

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PART I - GENERAL CONDITIONS

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

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

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

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

- 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	\$ 500,000
Combined Single Limit	\$ 300,000

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

PART II - SCOPE AND SPECIFICATIONS

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

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

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

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

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

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

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

- a. Perform an irrigation evaluation for single-family homes located within the Withlacoochee Regional Water Supply Authority boundaries using potable water for irrigation. Customers that use wells for irrigation cannot participate in the program.
- Provide customers with recommended modifications for improving the efficiency of their irrigation systems.
- c. Provide and install, or modify, rain sensor devices to program participants that currently do not have an operational or existing device.
- d. Implement selected irrigation efficiency recommendations for those customers that are selected for the Enhanced Program.
- e. Provide a follow-up meeting with approximately 25 percent of the participants to review the level of implementation related to the irrigation evaluation recommendations. Contractor may bill Authority for a follow-up visit per the Authority's "Project Budget" (found in the WRWSA Agreement with the Contractor in Exhibit 1) if a participant's irrigation system is found to be broken, inoperable or otherwise non-functional upon first visit.
- 2.6 <u>CONTRACTOR REQUIREMENTS.</u> Contractor's performance of the irrigation evaluation program shall include the following:
 - a. Have a minimum of five (5) years of experience in the irrigation industry as a designer and installer of irrigation systems.
 - Hold a Florida Irrigation Society (FIS) level Landscape Irrigation Auditors certification.
 Substitute certifications include the EPA WaterSense Partnership or Irrigation
 Association Landscape Irrigation Auditors certification.
 - c. Have a minimum of two (2) years supervisory experience and management on similar projects.
 - d. Provide to the Authority a current list of employees participating in irrigation evaluation programs.
 - e. Provide office space and a computer with Microsoft Word, Excel for at least 1 staff person.
 - f. Have all applicable licenses and permits to perform the scope of services. Copies must be provided with the bid submission.
 - g. Have company identification visible at all times including, but not limited to, an identification badge, while performing work for the Authority, and company identification displayed on vehicles(s).
 - h. Commence work within thirty (30) days from the date of award of the Contract.
- 2.7 <u>CONTRACTOR RESPONSIBILITIES</u>. Contractor's performance of the irrigation evaluation program shall include the following:
 - a. Receive applications from potential participants.
 - b. Schedule participant appointments for irrigation evaluations during normal working

hours, i.e., 8:00 a.m. - 5:00 p.m.

- Contact the Authority's Project Manager with names of appointments, dates, times, and locations prior to evaluations.
 - Visit sites and inspect irrigation systems according to standards developed by the Florida Irrigation Society or Irrigation Association.
 - e. Perform an irrigation system evaluation, which shall address, but not be limited to, each of the following:

1. Core Program

- a. Broken water lines
- b. Leaking or damaged sprinkler heads
- c. Matched precipitation rates
- d. Proper head spacing
- e. Operating pressure of each zone
- f. Shrub or turf interference
- g. Proper adjustment of all sprinklers to avoid watering non-porous surfaces
- h. Mix of rotor and spray heads in each zone
- i. Watering turf separate from plant beds
- j. Irrigation time of each zone
- k. Irrigation frequency of each zone
- Presence of back-flow prevention device(s)
- m. Dimension of turf area in square feet
- Distribute the outdoor water conservation information packets (provided by the Authority) to the program participants
- Catch-can test of one irrigation zone.

2. Enhanced Program

- Catch-can audits or entire irrigation system by zone
- b. Sprinkler head replacement (for broken or mixed heads)
- c. Capping unnecessary heads
- Replacement of rain sensors or weather stations with a WaterSense approved product associated with the existing WaterSense irrigation controller (for example Solar Sync with Hunter controllers)
- e. Replacement of obsolete-outdated controllers with WaterSense approved controllers
- f. Adjustment of irrigation controller based on the catch can test
- g. Raising of a low irrigation head
- Straightening of a crooked irrigation head
- f. Prepare an evaluation report and distribute to program participant and to the Authority's Project Manager within 14 days of completing the evaluation. Evaluation report(s) should be sent to the program participant via US mail; the evaluation report to the Authority should be sent via electronic format. (The evaluation report format is included as Exhibit 2.B.)
 - i. Exhibit 2.A: Sample Participant Letter
 - ii. Exhibit 2.B: Irrigation Evaluation Report
- g. Provide invoices for completed irrigation evaluations and follow-ups to the Authority

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

- 2.8. <u>IRRIGATION REPORTS</u>. Based on the information gathered during the site visit, irrigation reports shall be provided in the format included in Exhibit 2.B. and shall include, but not be limited to, the following items:
 - a. Recommendations to improve the efficiency of the irrigation system;
 - b. Recommended run time and irrigation frequency for each zone to prevent over-watering;
 - c. The amount of water the system currently utilizes (listed in gallons per cycle); and
 - d. For Enhanced Program participants, a summary of improvements implemented.
- 2.9. QUALITY OF WORK. The exact amount of evaluations to be performed is estimated and actual evaluations will be dependent upon several factors, including the number of water customers who volunteer to participate, project funding, and the selected Contractor's (or Contractors') costs. Accordingly, the Authority cannot guarantee a minimum quantity of work.
 - a. The Irrigation Contractor(s) must submit a separate price for each of the following items:
 - 1. On-site Irrigation System Evaluation
 - i. Core Program
 - ii. Enhanced Program, by program component;
 - 2. Rain sensor installation or repair (wireless rain sensor devices will not be eligible in the Core Program); and
 - 3. Follow-up Evaluation/implementation meeting with participants (approximately 25% of participants).
- 2.10. AUTHORITY REQUIREMENTS. The Authority shall provide the Contractor with:
 - a. Water conservation educational packets;
 - b. Program participant names, addresses and telephone numbers; and
 - c. Sample copy of irrigation evaluation form in hard copy and electronic format.

PART III - QUOTE RESPONSE

- 3.1. BASIS FOR AWARD OF QUOTE. The Authority will award the contract to the lowest responsive, responsible bidder. The Authority does not bind itself to accept the minimum specifications stated in the RFQ but reserves the right to accept any quote that, in the judgment of the Authority, will best serve the needs and the interest of the Authority. The Authority reserves the right to delete line items as required to meet budget limitations. Responsive quotes must contain all of the following elements at the time of submittal. Failure to include in whole or in part any one of the following requirements may be grounds for rejection of the quote as non-responsive.
- 3.1.1 <u>SATISFACTORY REFERENCES.</u> Quote references must be provided as required by Section 1.10.
- **3.1.2** ACKNOWLEDGMENT OF ADDENDA. A written acknowledgment of receipt of all written addenda to the RFQ will be submitted with the completed quote form. An Acknowledgment of Addenda form is provided as Attachment 3.

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

Attachments: Forms required with quote submission:

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

Exhibits:

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

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

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

Administering Irrigation Evaluation Program, per specifications

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

Homeowner rain sensor and irrigation controller education

Rain sensor test

Catch-can audit of one zone

Irrigation controller time adjustments

Irrigation system zone-by-zone evaluation of efficiencies

Irrigation controller battery replacement

Audit report to the homeowner and the Authority

\$ 275.00

Added price for replacement of standard rain sensor when non-functioning, labor only. Part expense to be reimbursed at cost

Added price per rain sensor repair consisting of replacement of hydrostatic disks

\$ 35,00

Added price for each zone over 8, up to a maximum of 12 zones at a residence

30.00

Cost per Enhanced Evaluation Component

Catch-can audit of all zones

\$ 150.00

Sprinkler head replacement per head, labor only. Part expense to be reimbursed at cost

\$ 48.00

Capping unnecessary heads, price per head, labor only. Part expense to be reimbursed at cost

\$ 20.00

Replacement of rain sensors or weather stations on existing Water Sense labeled irrigation controller with product consistent with certification specifications, labor only. Part expense to be reimbursed at cost

\$ 150.00

Replacement of controller with WaterSense labeled controller, labor only. Product expense to be reimbursed at cost Adjustment of irrigation controller based on the catch can test Cost per new rain sensor installation, labor only. Part expense

35:00

to be reimbursed at cost Cost per follow-Up \$ 75,00

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

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

Firm Name D 4	C Environmental	LLC
Type Organization:	[] Individual [] Small Business [Partnership [] Corporation	[] Non-Profit [] Joint Venture
Business is licensed (unl		d certified to do business in the State of Florida:
	fication # (from Secretary of State):	
State of Florida Fictition	us Name Reg. # (from Secretary of State):	13000170054
Authorized Representat	tive's Name: Preston Clan	K
Address: 140	Stokes Landing F	Road
city: Palat K	a, FL State	:_FL zip:_32177
Telephone No.:386-	937-1543 Fax No.: 863-646-9	1825 Email: Preston Clark @att. net
Federal I.D.#: 46-	4262696	Invoice Terms: <u>Net -30</u>
Authorized Signature:	Krester Clark	Date: 8/18/16

MANDATORY REFERENCE INFORMATION FORM

(Must be Returned with Quote Response)

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

1.		Polk County Utilities Teresa Atkisson 1011 Jim Keene Blud. Winter Haven, FL3 863-298-4120 irrigation inspection	33880
2.	Contact Person: Address:	Polk County Utilities Jacqueline Hollister 1011 Jim Keene Blvd. Winter Haven, FL 33 863-298-4236 irrigation 4 Landscape Evaluation	5888
3.		Alan Yoder 1011 Jim Keene Blvd. Winter Haven, FL33: 863-298-4100 irnigation inspections	880
4.	Business Name: Contact Person: Address: Phone No: Service Performed:		

ACKNOWLEDGMENT OF ADDENDA FORM

(Must be Returned with Quote Response)

Addendum No.	Signature	
Addendum No.		
Addendum No.	Signature	
Addendum No.	Signature	yestin i min ase-
Addendum No.	Signature	
Addendum No.	Signature	
Addendum No.	Signature	
Company Name:		
Name and Title:		
Mailing Address:		
Telephone Number:		

Exhibit 1

AGREEMENT BETWEEN THE WITHLACOOCHEE REGIONAL WATER SUPPLY AUTHORITY AND FOR THE WITHLACOOCHEE REGIONAL WATER SUPPLY AUTHORITY REGIONAL IRRIGATION EVALUATION PROGRAM (N822)

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

WITNESSETH:

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

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

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

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

Section 1. Independent Contractor.

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

Section 2. Project Manager and Notices.

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

DRAFT SAMPLE

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

b.	Project Ma	anager for the (Contractor:	
	Address:			

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

Section 3. Scope of Work.

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

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

SECTION 4. COMPENSATION

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

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

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

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

- (6) Supporting documentation, necessary to satisfy auditing purposes, for cost and project completion including address and utility of audit. An invoice that does not conform with this paragraph will not be considered a proper invoice.
- C. Each Contractor invoice must include the following certification, and the Contractor hereby delegates authority by virtue of this Agreement to its Project Manager to affirm said certification:

"I hereby certify that the costs requested for payment, as represented in this invoice, are directly related to the performance under the Withlacoochee Regional Water Supply Authority Regional Irrigation Evaluation Program agreement between the Withlacoochee Regional Water Supply Authority and _______, are allowable, allocable, properly documented, and are in accordance with the approved project budget."

- D. The Authority may, in addition to other remedies available at law or equity, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against the Authority. The Authority may set off any liability or other obligation of the Contractor or its affiliates to the Authority against any payments due the Contractor under any contract with the Authority.
- E. The Authority's performance and payment pursuant to this Agreement are contingent upon the Authority's Board appropriating funds in its approved budget for the Project in each Fiscal Year of this Agreement, and subject to Southwest Florida Water Management District (SWFWMD) appropriating funds for this project.

Section 5. Contract Period

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

Section 6. Project Records and Documents.

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

Section 7. Ownership of Documents and Other Materials.

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

Section 8. Reports

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

Section 9. Indemnification.

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

Section 10. Insurance Requirement.

- A. The Contractor shall purchase and maintain, during the entire term of this Agreement, insurance in the following kinds and amounts or limits with a company or companies authorized to do business in the State of Florida and will not commence work under this Agreement until the Authority has received an acceptable certificate of insurance showing evidence of such coverage. Certificates of insurance must reference the Authority Agreement Number and Project Manager.
 - 1. <u>Workers Compensation</u>. Coverage must apply for all employees and statutory limits in compliance with the applicable state and federal laws. In addition, the policy must include the following:
 - a. Employer's Liability with a minimum limit per accident in accordance with statutory requirements.
 - b. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide the Authority with thirty (30) days written notice of cancellation and/or restriction.
 - c. If the Contractor does not carry workers' compensation coverage, Contractor must submit to the Authority both an affidavit stating that the Contractor meets the requirements of an independent contractor as stated in Chapter 440, F.S., and a certificate of exemption from workers' compensation coverage.
 - 2. 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. <u>Comprehensive Automobile Liability</u>. Coverage must be afforded on a form no more restricted than the latest edition of the Comprehensive Automobile Liability Policy filed by the Insurance Services Office and must include:

DRAFT SAMPLE

a. Bodily Injury Liability per Person
Bodily Injury Liability per Occurrence
Property Damage Liability
Or

\$100,000 \$300,000 \$100,000

Combined Single Limit \$500,000

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

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

Section 11. Termination without Cause

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

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

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

Section 12. Default.

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

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

Section 13. Release of Information.

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

Section 14. Assignment.

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

Section 15. Law Compliance.

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

Section 16. Venue and Applicable Law.

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

Section 17. Remedies.

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

Section 18. Attorney Fees.

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

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

Section 19. Subcontractors

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

Section 20. Disadvantaged Business Enterprises.

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

Section 21. Third Party Beneficiaries.

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

Section 22. Public Entity Crimes.

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

Section 23. Discrimination.

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

Section 24. Public Records

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

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

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

Section 25. Dispute Resolution

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

Section 26. Controlling Law

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

Section 27. Extent of Agreement

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

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

Section 28. Agreement Documents

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

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

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

ATTEST:	WITHLACOOCHEE REGIONAL WATER SUPPLY AUTHORITY
BY:	Richard S. Owen, AICP Executive Director
WITNESSES:	Date
BY:	Name Company title
PREPARED BY:	Title
Larry Haag General Counsel for Withlacoochee Regional Water	Supply Authority

EXHIBIT A PROJECT BUDGET

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

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EXHIBIT B Statement of Qualifications

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

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EXHIBIT D Amendments, Modifications, Work Orders, or Addenda

(as needed)

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

PART I - GENERAL CONDITIONS

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

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

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

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

- 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

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

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

Bodily Injury per Person	\$ 100,000 \$ 300,000
Bodily Injury Liability per Occurrence 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.
- Responses that do not meet all requirements of this solicitation or fail to provide all required information, documents, or materials may be rejected as non-responsive. Respondents whose responses, past performance, or current status do not reflect the capability, integrity or reliability to fully and in good faith perform the requirements of the bid may be rejected as non-responsible. The Authority reserves the right to determine which responses meet the requirements of this solicitation, and which Respondents are responsive and responsible.

Exhibit 2.A.

2.A. SAMPLE PARTICIPANT LETTER

DATE

Name Address City, State, Zip Code

Subject: Withlacoochee Regional Water Supply Authority (WRWSA)

Irrigation Evaluation Program

Dear Name:

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

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

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

Sincerely,

Signed

Enclosures

Exhibit 2.B.

Sample

Residential Landscape/Irrigation Evaluation Report

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

Phase 4 Residential Irrigation Audit Program	
Evaluator:	
Date:	
Resident Name:	
Address:	
E-mail:	
Report Overview:	
On Monday, July 18, 2016, a site inspection was conducted for the irrigation system at the above referenced residence. The irrigation system is connected to the potable (drinking) water supply. A visual inspection as well as a more in-depth review of the irrigation system was conducted. The findings are outlined below as well as recommendation for addressing the system issues and setting of watering durations.	
Turf Area	

Checklist:

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

Evaluation:

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

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

Area	Observation	Action	Addressed by Homeowner
Zone #3	Spray pattern coverage	Recommend moving the head	
Rotor Zone	can be improved as	to the turf area for better	
Front Yard	rotating Spray Head #1	coverage	
Turf Area &	is located in a planting	-	
Landscape	bed	5-	
Beds (See			
attached			
site plan)			
	Water can be conserved	Recommend adjusting the	
	as Rotor Head R8 is over	spray pattern to reduce	
	spraying onto the street	overspray and to conserve	
	50 W 558H	water	
	Zone is operating at	No action	
	approximately 11 GPM		
Zone #4	Spray pattern coverage	Recommend adding a similar	
Spray Zone	can be improved as	fixed Spray Head at the street	
Side Yard	Spray Head #2 does not	fitted with a matched	
Turf Area	have head to head spray	precipitation rate spray nozzle	
(See	pattern coverage for the	to improve the spray pattern	
attached	turf areas	coverage for the turf areas	
site plan)			
	Water can be conserved	Recommend adjusting the	
	as Spray Head #8 is over	spray pattern to reduce	
	spraying onto the air	overspray, conserve water and	
	conditioning unit	prevent water damage to the	
		air conditioning unit	
	Water can be conserved	Recommend adjusting the	
	as Spray Head #9 is over	spray pattern to reduce	
	spraying onto the	overspray, conserve water and	
	residence	prevent water damage to the	
		residence	
	Spray pattern coverage	Recommend raising the head	
	can be improved as	or replacing the 4" tall Spray	
	Spray Head #10 is set	Head with a 6" tall Spray Head	
	too low and blocked by	to improve the spray pattern	
	the surrounding turf	coverage for the turf area	
	Zone is operating at 6	No action	
	GPM		

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

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

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

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

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

Irrigation Schedules:

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

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

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

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

a. Consider placing these charts next to your controller.

b. Consider skipping your watering day when there is significant rainfall 1/2 half inch or more).

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

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

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

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

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

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

¹ Based on watering days and applications as noted above

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

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

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

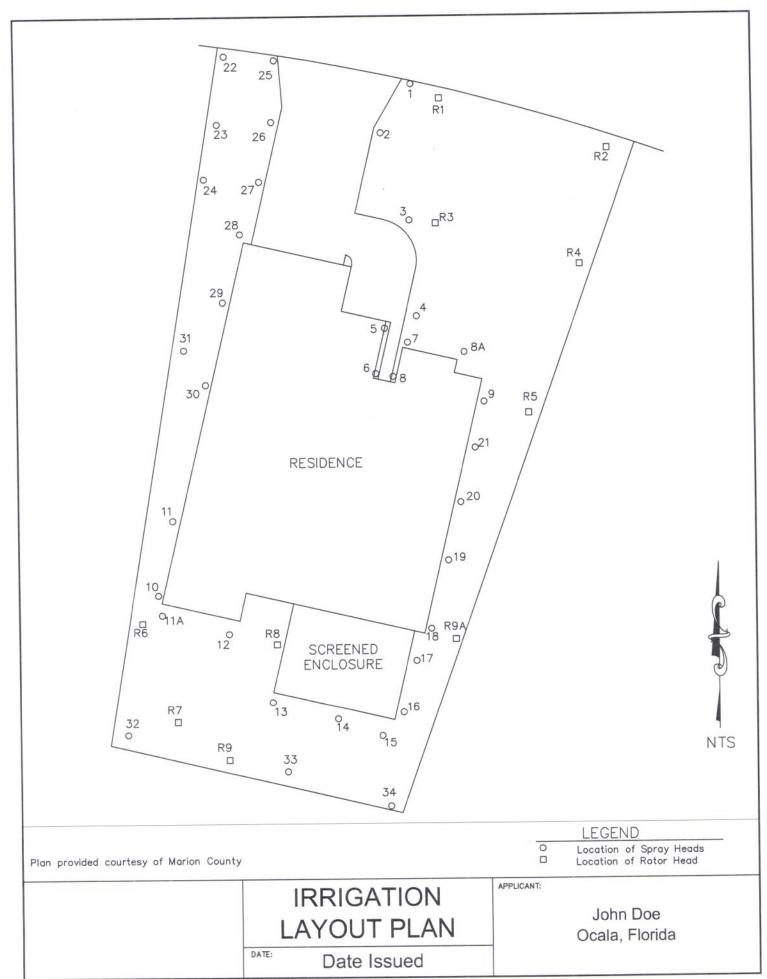
Thanks again for participating in the Withlacoochee Regional Water Supply Authority's Irrigation Evaluation program. We hope this information will benefit you. There are various recommendations and suggested changes made in this report.

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

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

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.



Item 8

Phase 4 Enhanced Irrigation Evaluation Program

a. Contractor Selection

Exhibit 4 – Agreement between the WRWSA and Eco Land Design, LLC

AGREEMENT BETWEEN THE

WITHLACOOCHEE REGIONAL WATER SUPPLY AUTHORITY AND ECO LAND DESIGN, LLC, FOR THE WITHLACOOCHEE REGIONAL WATER SUPPLY AUTHORITY REGIONAL IRRIGATION EVALUATION PROGRAM (N822)

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

Address: Withlacoochee Regional Water Supply Authority

3600 W. Sovereign Path, Suite 228

Lecanto, Florida 34461 richardowen@wrwsa.org

b. Project Manager for the Contractor: Jack B. Overdorff, RLA

Address: Eco Land Design

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

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

Section 3. Scope of Work.

Upon receipt of written notice to proceed from the Authority, the Contractor agrees to perform the services necessary to complete the Project in accordance with the Project Plan set forth in Exhibit A and as further detailed in the Contractor's Statement of Qualifications as contained in Exhibit B. Any changes to the Project Plan and associated costs as contained in Exhibit B 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 Contractor is aware that this project is being co-funded by the SWFWMD and that the Authority intends to enter into a Cooperative Funding Agreement with the SWFWMD (Program N822). This Cooperative Funding Agreement between the SWFWMD and WRWSA may necessitate changes to the Project Plan and the Contractor hereby agrees to cooperate with the Authority in making any required adjustments that are necessitated by the SWFWMD/WRWSA Cooperative Funding Agreement.

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 \$171,840.00. Payment will be made to the Contractor in accordance with the amounts shown in the Contractor's Quote Response Form, Section D of the Contractor's Statement of Qualifications, as contained in Exhibit B, and the Local Government Prompt Payment Act, Part VII of Chapter 218, Florida Statutes (F.S.), upon receipt of a properly documented invoice. Total payments to the Contractor, including charges for labor and parts, shall not exceed the amounts shown in the Budget within the Project Plan, contained in Exhibit A (i.e., total charges, including labor and parts, shall not exceed \$275.00 per core evaluation and \$765.00 per enhanced evaluation). Should a participating residential site have conditions which may warrant consideration of additional work, the cost for which would exceed these amounts, the Contractor may inform the WRWSA's Project Manager, who, in consultation with the local utility staff, may authorize such additional work and costs. Such additional costs may require a reduction in the total number of sites which can participate in the program. Invoices will be submitted monthly by the Contractor to the Authority electronically at lstout@wrwsa.org or to the following address:

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

- B. All invoices must include the following information:
 - (1) Contractor's name, address and phone number (include remit address, if different than principal address in the introductory paragraph of this Agreement);
 - (2) Contractor's invoice number and date of invoice:
 - (3) Dates of service;
 - (4) Contractor's Project Manager;
 - (5) Authority's Project Manager; and
 - (6) Supporting documentation, necessary to satisfy auditing purposes, for cost and project completion including address and utility of audit, date of audit and services performed. An invoice that does not conform with this paragraph will not be considered a proper invoice.
- C. Each Contractor invoice must include the following certification, and the Contractor hereby delegates authority by virtue of this Agreement to its Project Manager to affirm said certification:

"I hereby certify that the costs requested for payment, as represented in this invoice, are directly related to the performance under the Withlacoochee Regional Water Supply Authority Regional Irrigation Evaluation Program agreement between the Withlacoochee Regional Water Supply Authority and Eco Land

Design, LLC, are allowable, allocable, properly documented, and are in accordance with the approved project budget."

- D. The Authority may, in addition to other remedies available at law or equity, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against the Authority. The Authority may set off any liability or other obligation of the Contractor or its affiliates to the Authority against any payments due the Contractor under any contract with the Authority.
- E. The Authority's performance and payment pursuant to this Agreement are contingent upon the Authority's Board appropriating funds in its approved budget for the Project in each Fiscal Year of this Agreement, and subject to Southwest Florida Water Management District (SWFWMD) appropriating funds for this project.

SECTION 5. Contract Period

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

Section 6. Project Records and Documents.

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

Section 7. Ownership of Documents and Other Materials.

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

Section 8. Reports

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

Section 9. Indemnification.

The Contractor shall indemnify and hold harmless the Authority, and its directors, officers and contractual staff from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees, to the extent caused by negligence, recklessness, or intentional wrongful conduct of Contractor and other persons employed or utilized by the Contractor in

performance of the Agreement. The execution of the Agreement by Contractor shall obligate Contractor to comply with the foregoing indemnification provision; however, the obligations of insuring this indemnification must also be complied with as set forth in Section 10 herein.

Section 10. Insurance Requirement.

- A. The Contractor shall purchase and maintain, during the entire term of this Agreement, insurance in the following kinds and amounts or limits with a company or companies authorized to do business in the State of Florida and will not commence work under this Agreement until the Authority has received an acceptable certificate of insurance showing evidence of such coverage. Certificates of insurance must reference the Authority Agreement Number and Project Manager.
 - 1. <u>Workers Compensation</u>. Coverage must apply for all employees and statutory limits in compliance with the applicable state and federal laws. In addition, the policy must include the following:
 - a. Employer's Liability with a minimum limit per accident in accordance with statutory requirements.
 - b. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide the Authority with thirty (30) days written notice of cancellation and/or restriction.
 - c. If the Contractor does not carry workers' compensation coverage, Contractor must submit to the Authority both an affidavit stating that the Contractor meets the requirements of an independent contractor as stated in Chapter 440, F.S., and a certificate of exemption from workers' compensation coverage.
 - 2. <u>Commercial or Comprehensive General Liability</u>. Coverage must include:
 - a. Liability insurance on forms no more restrictive than the latest edition of the Commercial General Liability policy (CG 00 01) of the Insurance Services Office without restrictive endorsements, or equivalent, with the following minimum limit and coverage:

\$1,000,000 per occurrence

- b. Contractual coverage applicable to this specific contract, including any hold harmless and/or indemnification agreement, broad form property damage, explosion, collapse, and underground hazard coverage and independent contractor's coverage.
- c. Additional Insured. Authority is to be specifically included as an additional insured to the extent of the Authority's interests arising from this Agreement.
- d. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide the Authority with thirty (30) days written notice of cancellation and/or restriction.
- 3. <u>Comprehensive Automobile Liability</u>. Coverage must be afforded on a form no more restricted than the latest edition of the Comprehensive Automobile Liability Policy filed by the Insurance Services Office and must include:
 - a. Bodily Injury Liability per Person \$100,000

Bodily Injury Liability per Occurrence \$300,000 Property Damage Liability \$100,000

Or

Combined Single Limit \$500,000

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

- initial insurance expires prior to completion of the work, renewal Certificates of Insurance shall be furnished thirty (30) days prior to the date of their expiration.
- G. All insurance required hereunder shall remain in full force and effect until final payment and at all times thereafter when Contractor may be observing the correction, removal or replacement of defective work.
- H. All policies, except for workers' compensation and professional liability, shall contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of subrogation against the Authority, its consultants, directors, officers, representatives or agents. Nothing contained in these insurance requirements is to be construed as limiting the liability of Contractor or Contractor's insurance carriers.
- I. The commercial (occurrence form) or comprehensive general liability (occurrence form) insurance shall include contractual liability insurance applicable to all of the Contractor's obligations under the Agreement, including any indemnity or hold harmless provision.
- J. Contractor shall require each of its subcontractors, suppliers and other persons or organizations working for Contractor to procure and maintain, until the completion of that party's work or services, insurance of the types and in the coverage amounts required to be carried by Contractor in the Agreement unless the Authority agrees, in writing, to other types of coverage and/or lower coverage amounts. Provided, however, professional liability insurance shall not be required under the Agreement for subcontractors, suppliers or other persons or organizations working for Contractor, unless such party is a licensed professional. The preceding sentence does not preclude Contractor for requiring such insurance. Contractor shall be responsible for ensuring all of its subcontractors, suppliers and other persons or organizations working for Contractor in connection with the Project comply with all of the insurance requirements contained herein relative to each such party.

Section 11. Termination without Cause

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

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

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

Section 12. Default.

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

Section 13. Release of Information.

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

Section 14. Assignment.

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

Section 15. Law Compliance.

The Contractor will abide by and assist the Authority in satisfying all applicable federal, state and local laws, rules, regulations and guidelines, related to performance under this Agreement.

The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, handicap, disability, marital status or national origin.

Section 16. Venue and Applicable Law.

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

Section 17. Remedies.

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

Section 18. Attorney Fees.

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

Section 19. Subcontractors

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

Section 20. Disadvantaged Business Enterprises.

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

Section 21. Third Party Beneficiaries.

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

Section 22. Public Entity Crimes.

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

Section 23. Discrimination.

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

Section 24. Public Records

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

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

1. Keep and maintain public records required by the public agency in order to perform the service.

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

Section 25. Dispute Resolution

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

Section 26. Controlling Law

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

Section 27. Extent of Agreement

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

Section 28. Agreement Documents

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

A. Project Plan, 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. General Conditions contained with the Request for Quotes, attached hereto as Exhibit D; and
- E. Any written amendments, modifications, work orders or addenda to the Agreement. IN WITNESS WHEREOF, the parties hereto have executed the Agreement as of the day and year written above.

WITHLACOOCHEE REGIONAL ATTEST: WATER SUPPLY AUTHORITY Dennis Damato Date Chairman ECO LAND DESIGN, LLC WITNESS: Jack B. Overdorff, RLA Date President BY: PREPARED BY: Larry Haag General Counsel for

Withlacoochee Regional Water Supply Authority

EXHIBIT A Project Plan

DRAFT 09-01-2016

AGREEMENT NO: 00000000

PROJECT DESCRIPTION

This PROJECT will make available approximately 416 irrigation system evaluations within Marion, Citrus, and Hernando counties and the Villages Development Districts. Participating utilities will choose between Core evaluations and Enhanced evaluations. Core evaluations - provide recommendations for optimizing the use of water outdoors through Florida-Friendly Landscaping TM practices and other efficient irrigation best management practices will be the foundation of the project. Standard rain sensor devices will be provided and installed for project participants who do not have a functioning device. Enhanced evaluations - in addition to core services, provide installation of an advanced evapotranspiration (ET) controller and ET sensor device (instead of a standard rain sensor) as well as actually performing some of the irrigation system modifications that were recommended. The entire project includes program administration, educational materials, program promotion, follow-up evaluations, and surveys necessary to ensure the success of the program. COOPERATOR shall ensure that a minimum of 20 percent of the completed evaluations will have follow-up evaluations performed. If all implementations are performed, an estimated 86,944 gallons per day will be conserved.

MEASURABLE BENEFIT

The completion of the COOPERATOR's final report in accordance with the requirements of this Agreement.

PROJECT TASKS

Key tasks to be performed by the COOPERATOR:

1. IMPLEMENTATION - The COOPERATOR shall be responsible for: scheduling appointments with customers; managing irrigation controller, rain sensor, and ET sensor installations; educating homeowners on irrigation controller function and purpose with an emphasis on the water conservation features; ensuring controller and sensor function properly at the time of installation; for the Enhanced program where appropriate, ensuring catch-can audits by zone are performed, the irrigation controller is adjusted based on the catch-can test, broken or mixed sprinkler heads are replaced and unnecessary heads are capped, low irrigation heads are raised, crooked irrigation heads are straightened, rain sensors or weather stations are replaced with a WaterSense approved product associated with the existing WaterSense irrigation controller (for example Solar Sync with Hunter controllers), and obsolete-outdated controllers are replaced with WaterSense approved controllers; establishing PROJECT policy; overseeing PROJECT operations; communication with the DISTRICT'S Contract Manager; managing the day-to-day operations of the PROJECT; tracking all program activity in an electronic database; and working with customers to guide them through the program.

- 2. PROMOTION AND EDUCATION The COOPERATOR shall be responsible for: Program promotion and marketing; providing PROJECT participants with Florida-FriendlyTM Landscaping educational materials; assembling educational information and providing such to the customer.
- 3. SAVINGS ANALYSIS The COOPERATOR shall be responsible for: procuring and collecting customer survey data, customer water use data, and performing subsequent data analysis. The water savings analysis shall be based on one full year of pre-implementation water use data and one full year of post-implementation water use data.
- 4. FINAL REPORTS The COOPERATOR shall be responsible for: providing a draft final report and final report.

DELIVERABLES

The COOPERATOR shall provide quarterly status reports, a draft final report and a final report. The final report shall be submitted with the final invoice and shall contain the following information: number and location of irrigation controllers and sensors installed; full accounting of all funds expended during and in relation to the PROJECT; program background, implementation, and methodology used to promote the PROJECT; customer surveys to determine homeowner satisfaction with the irrigation controllers and the PROJECT; water savings analysis based on one full year of pre-implementation water use data and one full year of post-implementation water use data.

PROJECT SCHEDULE:

TASK	START DATE	END DATE
Irrigation Evaluations	10/01/2016	09/30/2018
Promotion and Education	10/01/2016	09/30/2018
Savings Analysis	11/01/2018	10/30/2019
Draft Final Report	11/01/2019	01/31/2020
Final Report	02/01/2020	03/31/2020

PROJECT BUDGET:

ITEM	DISTRICT	COOPERATOR	[Additional Funding Source if applicable]	TOTAL
Core evaluations w/rain sensor @ \$275 each	\$44,000	\$44,000		\$88,000
Enhanced evaluations w/WaterSense Controllers up to \$765 each *	\$36,720	\$36,720		\$73,440
Follow up evaluations @ \$100 each	\$5,200	\$5,200		\$10,400

ITEM	DISTRICT	COOPERATOR	[Additional Funding Source if applicable]	TOTAL
Educational Materials, Program Promotion, and Surveys. Includes: printing, assembly, & postage.	\$3,500	\$3,500		\$7,000
Program Administration @ \$50 each	\$10,400	\$10,400		\$20,800
TOTAL PROJECT COSTS	\$99,820	\$99,820		\$199,640

NOTE: The above costs and quantities are estimated pending vendor contract costs. Should actual costs be less than shown above, the Authority may perform more core and/or enhanced irrigation system evaluations, and follow-up inspections, as the availability of funds allows and the participating utilities identify customers to participate. Should a participating residential site have conditions which may warrant consideration of additional work, the cost for which would exceed the above amounts, the WRWSA's Project Manager may authorize such additional work and costs. Such additional costs may require a reduction in the total number of sites which can participate in the program.

^{*} provide foot note of what the max dollar amount to be spent on irrigation system repair/modification.

EXHIBIT B Contractor's Statement of Qualifications

EXHIBIT C

Certificate of Insurance (to be attached to signature copy)

EXHIBIT D

Part I – General Conditions from the N822 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 thirty-six (36) months. It is renewable at the Authority's option for two (2), twelve (12) month periods, beginning on the date of the intent to award or finalization of the written agreement (whichever is utilized) and will remain in full force and effect for as long as the Authority has a need for the awarded goods or services, and providing there is an availability of sufficient approved funding to pay for the awarded goods or services.
- 1.3 **QUESTIONS.** The Authority will accept **written** questions in the form of e-mail, fax or by mail relating to this RFQ only during the following period: July 21, 2016 to August 19, 2016.
- 1.4 **DELAYS, CHANGES AND ADDENDA.** The Authority reserves the right to delay scheduled RFQ due dates if determined to be in the best interest of the Authority. Any changes, delays or addenda related to this RFQ issued by the Authority will be sent to all persons/firms recorded as having received the original RFQ.
- 1.5 **QUOTE OPENING.** Quotes will opened **August 19, 2016 at 2:00 p.m.,** in the Authority offices at 3600 W. Sovereign Path, Suite 228, Lecanto, FL 34461, and will remain binding upon the bidder for a period of 90 days thereafter. Pursuant to Section 119.071(1)(b), Florida Statutes (F.S.), all quotes submitted will be subject to review as public records ten (10) days from quote opening or at the time the Authority provides notice of its intended decision if such decision is reached prior to the expiration of the ten day period.
- 1.6 **CANCELLATION.** The Authority reserves the right to cancel the RFQ prior to bid opening and will give notice of cancellation to all persons/firms recorded as having received the original RFQ. Additionally, the Authority reserves the right to reject all quotes, cancel the RFQ, or cancel the Award or Intent to Award. Notice of cancellation or rejection will be sent to all bidders and/or all persons/firms recorded as having received the original RFQ. No bidders will have any rights against the Authority arising from its selection by means of an Award or Intent to Award. An Award or Intent to Award does not constitute a contract with the Authority. Thus, the Authority may cancel the Award or Intent to Award after it has been made but before a contract has been executed.
- 1.7 **QUOTE WITHDRAWAL**. Quotes may only be withdrawn prior to the date and time set forth in item 1.5 above if the Authority receives a signed written request to withdraw a bid from an authorized representative of the bidder.
- 1.8 **QUOTE SIGNATURE AND FORM.** An authorized representative of the bidder must manually sign the attached Quote Response Form where indicated. All quotes must be typed or printed and signed in non-erasable ink in the spaces provided on the Quote Response

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

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

- 1.21.1.1 The Contractor must purchase and maintain risk, all risk, insurance based on the completed value of the project. The policy must include all materials intended for installation including those purchased by the Authority.
- 1.21.1.2 The Authority and its employees, agents, and officers will be named as additional insured's on the general liability and builders risk policies to

the extent of the Authority's interests arising from the Agreement.

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

Bodily Injury per Person	\$ 100,000
Bodily Injury Liability per Occurrence	\$ 300,000
Property Damage Liability	\$ 100,000
Or	

\$500,000 **Combined Single Limit**

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

EXHIBIT E Amendments, Modifications, Work Orders, or Addenda

(as needed)

Item 8

Phase 4 Enhanced Irrigation Evaluation Program

b. Agreements with The Villages NSCUDD and VCCDD

Exhibit 1 – Agreement between the WRWSA and the North Sumter County Utility Development District

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 (N822)

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 dependent 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 (N822) in the first half of fiscal year 2016-17; 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 \$8,000 and the AUTHORITY would fund \$24,000, anticipating reimbursement by the SWFWMD of fifty percent of the total project costs (\$16,000), to conduct 88 core irrigation water audits on single-family residential properties, with approximately 22 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 Thirty-Two Thousand Dollars and No Cents (\$32,000.00). The DISTRICT agrees to fund PROJECT costs up to Eight Thousand Dollars and No Cents (\$8,000.00) 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 Twenty-Four Thousand Dollars and No Cents (\$24,000.00) 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 (N822).

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 third day of October, 2016 and will complete the PROJECT by the twenty-ninth day of November, 2019. 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.

CONTRACT PERIOD.

This Agreement will be effective October 3, 2016 and will remain in effect through June 30, 2020 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. <u>ASSIGNMENT</u>.

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

11. SUBCONTRACTORS.

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

12. THIRD-PARTY BENEFICIARIES.

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

13. PUBLIC ENTITY CRIMES.

Pursuant to Subsections 287.133(2) and (3), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two, for a period of 36 months following the date of being placed on the convicted vendor list. The AUTHORITY agrees to include this provision in all subcontracts issued as a result of this Agreement.

14. DISCRIMINATION.

Pursuant to Subsection 287.134(2)(a), Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. The AUTHORITY agrees to include this provision in all subcontracts issued as a result of this Agreement.

15. GOVERNING LAW.

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

16. SURVIVAL.

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

17. ENTIRE AGREEMENT.

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

18. DOCUMENTS.

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

Exhibit "A" - Proposed Work Plan

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

WITHLACOOCHEE REGIONALWATER SUPPLY AUTHORITY

By:		
Dennis Damato, Chairman	Date	
NORTH SUMTER COUNTY UTILITY DEPENDENT DISTRICT		
Ву:		
	Date	
Title:		

Exhibit "A"

PROPOSED WORK PLAN

WITHLACOOCHEE REGIONAL WATER SUPPLY AUTHORITY IRRIGATION EVALUATION PROGRAM (N822)

PROJECT DESCRIPTION:

The PROJECT is an outdoor water program that will include the AUTHORITY hiring a qualified irrigation contractor to perform approximately 88 evaluations with up to twenty-five percent (25%) (22) 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 88 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 (\$24,000.00), and the DISTRICT (\$8,000.00) for a total cost of \$32,000.00. The AUHTORITY will seek reimbursement from the SWFWMD for half of the project costs (\$16,000). After conducting 88 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	October 3, 2016	September 30, 2018
Follow-Up Evaluations	October 1, 2017	December 31, 2018
Pre-Post Water Use Analysis	November 1, 2017	October 20, 2019
Draft and Review of Final Report	September 1, 2019	November 1, 2019
Final Report		November 29, 2019

IMPLEMENTATION:

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

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

The DISTRICT will be responsible for:

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

The AUTHORITY will be responsible for:

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

KEY PERSONNEL:

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

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

Item 8

Phase 4 Enhanced Irrigation Evaluation Program

b. Agreements with The Villages NSCUDD and VCCDD

Exhibit 2 – Agreement between the WRWSA and the Village Center Community Development District

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 (N822)

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 (N822) in the first half of fiscal year 2016-17; 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 \$4,000 and the AUTHORITY would fund \$12,000, anticipating reimbursement by the SWFWMD of fifty percent of the total project costs (\$8,000), to conduct 44 core irrigation water audits on single-family residential properties, with approximately 11 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 (\$16,000.00). The DISTRICT agrees to fund PROJECT costs up to Four Thousand Dollars and No Cents (\$4,000.00) 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 Dollars and No Cents (\$12,000.00) 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 (N822).

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 third day of October, 2016 and will complete the PROJECT by the twenty-ninth day of November, 2019. 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.

CONTRACT PERIOD.

This Agreement will be effective October 3, 2016 and will remain in effect through June 30, 2020 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. <u>ASSIGNMENT</u>.

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

11. SUBCONTRACTORS.

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

12. THIRD-PARTY BENEFICIARIES.

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

13. PUBLIC ENTITY CRIMES.

Pursuant to Subsections 287.133(2) and (3), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two, for a period of 36 months following the date of being placed on the convicted vendor list. The AUTHORITY agrees to include this provision in all subcontracts issued as a result of this Agreement.

14. DISCRIMINATION.

Pursuant to Subsection 287.134(2)(a), Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. The AUTHORITY agrees to include this provision in all subcontracts issued as a result of this Agreement.

15. GOVERNING LAW.

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

16. SURVIVAL.

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

17. ENTIRE AGREEMENT.

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

18. DOCUMENTS.

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

Exhibit "A" - Proposed Work Plan

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

WITHLACOOCHEE REGIONALWATER SUPPLY AUTHORITY

By:		
Dennis Damato, Chairman	Date	
VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT		
By:		
Titlo	Date	

Exhibit "A"

PROPOSED WORK PLAN

WITHLACOOCHEE REGIONAL WATER SUPPLY AUTHORITY IRRIGATION EVALUATION PROGRAM (N822)

PROJECT DESCRIPTION:

The PROJECT is an outdoor water program that will include the AUTHORITY hiring a qualified irrigation contractor(s) to perform approximately 44 evaluations with up to twenty-five percent (25%) (11) follow-up evaluations at no cost to the customer. Customers will receive site-specific recommendations, rain sensor installation if an operable sensor is not present, and Florida-Friendly Landscaping[™] educational materials.

MEASURABLE BENEFITS:

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

DELIVERABLES:

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

PROJECT ESTIMATED* BUDGET:

Audits, educational materials, rain-sensors (including installation) and follow-up will be funded by the AUTHORITY (\$12,000.00), and the DISTRICT (\$4,000.00) for a total cost of \$16,000.00. The AUHTORITY will seek reimbursement from the SWFWMD for half of the project costs (\$8,000). After conducting 44 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	October 3, 2016	September 30, 2018
Follow-Up Evaluations	October 1, 2017	December 31, 2018
Pre-Post Water Use Analysis	November 1, 2017	October 20, 2019
Draft and Review of Final Report	September 1, 2019	November 1, 2019
Final Report		November 29, 2019

IMPLEMENTATION:

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

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

The DISTRICT will be responsible for:

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

The AUTHORITY will be responsible for:

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

KEY PERSONNEL:

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

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

Item 9

Citrus County Lease Agreement

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

The current lease with Citrus County for office space at their Lecanto Government Center expires on October 31, 2016. Included as an exhibit to this item is a proposed new lease with the County. Most terms and conditions remain the same, including the annual lease fee. The lease is for a five- year period, expiring on October 31, 2021.

See exhibit for this item.

Staff Recommendation:

The Authority Board approve the Lease Agreement with Citrus County and authorize the Chairman to execute the Agreement.

This instrument prepared under the direction of: Denise A. Dymond Lyn, Citrus County Attorney 110 N. Apopka Avenue Inverness, Florida 34450

By and return to:
Dianne Terry, Assessment Agent
Citrus County Engineering Division/Land Section
3600 W. Sovereign Path, Suite 205
Lecanto, Florida 34461

LEASE AGREEMENT

THIS LEASE AGREEMENT, ("Agreement"), is made and entered into on this _____ day of _____, 2016, by and between CITRUS COUNTY, FLORIDA a political subdivision of the State of Florida, hereinafter called "County", whose mailing address is 110 N. Apopka Ave., Inverness, FL 34450 and the WITHLACOCHEE REGIONAL WATER SUPPLY AUTHORITY, hereinafter called "WRWSA or Lessee" whose mailing address is 3600 W. Sovereign Path, Suite 228, Lecanto, FL 34461.

WITNESSETH:

WHEREAS, Citrus County, Florida is a political subdivision of the State of Florida, with the authority under Florida Statute 125.35, to sell, lease and or donate real property when it is determined by the Board of County Commissioners (the Board) to be in the best interest of the County; and

WHEREAS, County owns certain property more particularly described in Exhibit A, attached hereto and made a part hereof, which shall constitute an aggregate area of 289.73 square feet of rentable office space; together with the use of parking spaces, conference rooms, board/public meeting room and equipment, employee lounges and other common areas on the property owned by the County for the use of the Lessee, hereinafter referred to as the "Premises".

WHEREAS, WRWSA is desirous of operating and maintaining an office on the Premises and entering into a 5 year lease;

WHEREAS, the Board finds it in the County's best interest to lease the Premises to WRWSA, since said Premises is currently not needed for any purposes and the endeavor of WRWSA is worthwhile and in the interests of the citizens of Citrus County;

NOW, THEREFORE, the parties hereto agree as follows:

I. TERM

The term of this Lease shall be for five (5) years, and shall commence on November 1, 2016 and expire on October 31, 2021.

II. RENT

"The Lessee shall pay the County Two Thousand Forty Seven and 68/100 Dollars (\$2,047.68) per year at the rate of Seven and 07/100 Dollars (\$7.07) per square foot for the term described in Paragraph 1. The rent shall be due and payable by the last day of November each year. The County shall submit invoices for rent each year to the Lessee, WRWSA, 3600 W. Sovereign Path, Suite 228, Lecanto, FL 34461. The rent shall be paid to Citrus County Board of County Commissioners, Attn: Cashier-Leases, 3600 W. Sovereign Path, Suite 127, Lecanto, FL 34461. In the event that either party cancels the Agreement prior to its termination, the County shall reimburse the WRWSA any prorated amount paid by the WRWSA for the remainder of that year."

III. HEATING, AIR CONDITIONING AND COMMUNICATIONS

- 1. The County, at its expense, shall furnish, clean and maintain in satisfactory operating condition heating and air conditioning equipment adequate for the lease premises at all times during the term thereof.
- 2. The County shall provide 2 telephones and 1 fax line on the County's telephone system. Lessee will pay for any additional service based on current actual equipment and rate costs at the time, plus any additional wiring. The County shall be responsible for all required repairs and maintenance costs associated with the telephone lines, data cables and jacks provided.

IV. SIGNS

The County, at its expense, shall install for the Lessee, WRWSA, a sign at the entrance of the Lecanto Government Complex and in the lobby of the Lecanto Government Building. The sign must be acceptable by both parties and comply with all applicable statutes, laws, ordinances, rules and regulations.

V. MAINTENANCE AND REPAIRS

- 1. The County, at its own expense, shall provide interior maintenance and repairs in accordance with generally-accepted good practices, including repainting, replacement of worn or damaged floor covering, and repair and replacement of interior equipment as may be necessary due to normal usage. The Lessee shall keep the interior of the leased premises in as good a state of repair as at the time of the beginning of this Agreement, reasonable wear and tear and unavoidable casualties excepted.
- 2. The County, at its own expense, shall maintain and keep in good repair the exterior of the leased premises, including parking and roads, and shall be responsible for the replacement of all windows broken or damaged in the leased premises, except such breakage or damage caused by the Lessee and its agents, employees and officers.
- 3. The County, at its expense, shall maintain the interior and exterior of the leased premises so as to conform to the Americans with Disabilities Act and all applicable public law, health and safety requirements presently in effect and which may be enacted during their term hereof.

- 4. The County, at its expense, shall furnish regular pest control services for the leased premises.
- 5. The County shall provide janitorial services and supplies.

VI. UTILITIES

The County shall promptly pay all charges, rates or fees which may become payable during the term of this lease agreement for electricity, garbage, sewer and water used by the Lessee on the leased premises. The Lessee shall be responsible for the payment of all telephone rates or charges.

VII. <u>INTERNET SERVICE</u> -

- 1. <u>Internet Access.</u> Internet access will be provided to WRWSA by Citrus County and it is to be utilized exclusively for official use only to provide access to information, resources, and customer services. The use of the County's public internet access constitutes acceptance that users will comply with Federal, State, and Local laws, as well as WRWSA policies. WRWSA employees are authorized to take prompt and appropriate actions to enforce the official use by staff who fail to comply with the Internet and Citrus County Computer Use Policy as stated or implied herein.
 - a. Bandwidth limit shall be that allowed by Systems Management and could be increased or decreased as conditions change.
 - b. Connectivity shall consist of wireless access point(s) within the leased office space and will be maintained by Systems Management.
 - c. Computer equipment to access the internet shall be provided by the WRWSA at its sole expense.
 - d. All current and future WRWSA employees are required to take and successfully complete all current and future Internet, Computer use and phone training required of Citrus County employees. Failure to do so could result in termination of services for that employee.
- <u>Limitation of Liability</u>. Citrus County disclaims all liability whatsoever for indirect, consequential and incidental damages, arising out of the failure or inability of County to provide access to or use of the internet access or otherwise in respect of this agreement, including, but not limited to, losses or damages resulting from the loss of data or services.
- 3. <u>Disclaimer of Warranties</u>. Citrus County makes absolutely no warranties whatsoever with respect to the internet access or any other services provided hereunder, and specifically disclaims any and all warranties, whether expressed or implied, including the warranties of merchantability and fitness for an intended purpose.
 - a. WRWSA acknowledges that the Internet Access is provided by the third parties to County. Use of the Internet Access and its operation may be subject to events over which County has no control, including

- but not limited to, equipment failure, telecommunications interruptions, Internet service interruptions, and power outages.
- b. WRWSA has sole responsibility for ensuring the security of its computer equipment, software and data. Citrus County does not provide any security or protection against unauthorized access to WRWSA computers, software or data via the internet, or from viruses or other acts by third parties which may be committed via the internet.
- c. WRWSA agrees to meet any minimum current or future security standards established by Citrus County in terms of network security, virus protection, operating system updates, etc. Citrus County will provide WRWSA staff of these notices and requirements.
- 4. <u>Indemnification</u>. Tenant shall indemnify, defend and hold harmless Citrus County from and against any and all losses, liabilities, damages, costs of suit, attorney's fees and any other expenses which may be incurred by or asserted against Citrus County or in connection with the WRWSA use of the Internet Access.
- 5. <u>Disconnection or Termination.</u> WRWSA agrees that the County may disconnect or terminate this service at any time should Systems Management deem it necessary to protect its system; should this need cause a cost for such, it shall be invoiced independently of this lease and the WRWSA agrees to pay this invoice upon receipt. WRWSA also agrees to notify Citrus County Systems Management prior to installing any new equipment which will use any Citrus County Resources.

VIII. ALTERATIONS

WRWSA shall not make any alterations or improvements to the property without the prior written consent of County. Any and all improvements made to the Premises during the term hereof shall belong to the County, except trade fixtures of WRWSA. WRWSA may, upon termination hereof, remove all of their trade fixtures, but shall repair or pay for repairs necessary for damages to the Premises occasioned by removal. Trade fixtures for purposes of this document shall be defined as WRWSA's personal property used in the business and not permanently affixed or attached to the structure or Premises. Lessee must comply with and obtain permits for all local, state and federal requirements. The County shall not arbitrarily or unreasonably withhold consent to any such alterations.

IX. <u>INJURY OR DAMAGE TO PERSONAL PROPERTY ON PREMISES</u>

All personal property of any kind that may be in or on the leased premises during the term of this Agreement shall be at the risk of the Lessee and, except for any negligence of the County, the County shall not be liable to the Lessee or to any other person for any damages, injury or loss to any person or personal property on the leased premises.

X. FIRE, SECURITY AND OTHER HAZARDS

- 1. In the event that the leased premises, or the major part thereof, is damaged or destroyed by fire, lightning, storm, or other casualty, the County, at its option and expense, may immediately repair or restore the leased premises. The rent thereon shall cease until the completion of such repairs or restoration and the County shall immediately refund the pro rata part of any rent paid in advance by the Lessee prior to the damage or destruction to the extent that the damaged or destroyed part bears to the whole of the leased premises. Upon the completion of such repairs or restoration, the full rent shall resume and continue for the balance of the term hereof.
- 2. The County, at its expense, shall provide for fire protection during the term of the lease agreement in accordance with the fire safety standards of the State Fire Marshal, and the County shall maintain and repair all fire protection equipment necessary to conform to the requirements of the State Fire Marshal. The leased premises shall be available for inspection by the State Fire Marshal after delivery of possession to the Lessee and at any reasonable time thereafter.
- 3. The County, at its expense, shall provide a 24-hour, seven-day-a-week, commercial alarm, security service and monitoring system acceptable to the Lessee. The County shall provide the Lessee with a security access code to the alarm system for entering the leased premises at any time after normal working hours, holidays or weekends and a key-locked door to the office area for the private use of the Lessee. The County shall promptly pay all charges and fees for the maintenance and operation of the 24-hour monitoring system, 24-hour test signal for the operation of the alarm system, and security service.
- 4. The County certifies that no asbestos was used in the construction of the leased premises and the leased premises are free of or from hazardous materials or unlawful amounts of formaldehyde or radon gas or that, if the leased premises are not free therefrom, the County shall correct such hazardous or unlawful condition or conditions.

XI. EXPIRATION OF TERM

At the expiration of the term hereof, the Lessee shall peaceably yield up to the County the leased premises in good and tenantable repair. The Lessee shall have the right to remove from the premises all personal property of the Lessee and all appliances, appurtenances, equipment, fixtures and machinery placed or installed on the leased premises by it, provided the Lessee restores the leased premises to as good a state of repair as prior to the replacement or installation.

XII. HOLD HARMLESS / INDEMNIFICATION

To the extent permitted by law, and notwithstanding any other provision of this Agreement to the contrary, including exhibits, Lessee shall indemnify, save and hold harmless County and all their officers, agents or employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any nature whatsoever, including defense costs and fees, caused by the intentional or negligent act of, or omission of, Lessee, its subcontractors, agents or employees or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims,

losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. Neither Lessee nor any of its agents will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of County or any of its officers, agents or employees. In the event any lawsuit or other proceeding is brought against County by reason of any such claim, cause of action or demand, Lessee shall, upon written notice from County, resist and defend such lawsuit or proceeding by counsel satisfactory to County or, at County's option, pay for an attorney selected by County to defend County. This indemnification includes attorney's fees and all costs of litigation including appellate attorney's fees and costs as well as any judgments. The parties agree that this clause shall not waive the benefits or provisions of Section 768.28, Florida Statutes, or any similar provision of law. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by County, any sums due Lessee under this Agreement may be retained by County until all of County's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by County.

- XIII. <u>VENUE</u> In the event of any dispute between County and WRWSA with respect to the provisions hereof, jurisdiction and venue shall be in the Circuit Court for the Fifth Judicial Circuit in and for Citrus County, Florida. This agreement and the rights of the parties hereunder shall be governed by and interpreted in accordance with the laws of the State of Florida. WRWSA shall comply with all laws, statutes, ordinances and requirements of all municipal, county, state and federal authorities now in force or which may hereafter be in force which pertains to the Premises or its use.
- XIV. **ENTIRE AGREEMENT** This Lease contains the entire agreement between the parties hereto and all previous negotiations leading thereto and it may be modified only by an agreement in writing and sealed by the County and Lessee. No surrender of the demised Premises or of the remainder of the term of this Lease shall be valid unless accepted by the County in writing. Provided always and these presents are upon the express condition that, if WRWSA shall fail and neglect to perform or observe any of the covenants on County's part herein contained, it shall be lawful for the County at any time thereafter, without notice or demand, to enter into and upon the demised Premises and repossess the same as of its former state and to expel WRWSA and any person claiming under WRWSA forcibly, if necessary, and to remove their effects without prejudice to any remedies which might be available for any previous breach of covenant. Any notice required or permitted under this Agreement shall be deemed sufficiently given or served as sent by certified mail, postage prepaid, return receipt requested, to WRWSA, 3600 W. Sovereign Path, Suite 228, Lecanto, Florida 34461 and to Citrus County, Florida, County Administrator, 3600 W. Sovereign Path, Lecanto, Florida 34461.

XV. NOT CONSENT TO SUE

The terms and conditions of this Agreement shall not be construed as a waiver of sovereign immunity or as consent of the Lessee to be sued because of said leasehold.

XVI. WAIVER OF BREACH

The waiver by the County of any breach of this Agreement by the Lessee shall not be construed as a waiver of any subsequent breach of any duty or covenant imposed by this Agreement.

XVII. RIGHT TO INSPECT

The County, at all reasonable times during normal business hours, may enter into and upon the leased premises for the purposes of inspecting the same and making any repairs required under the terms of this Agreement.

XVIII. BREACH OF COVENANT

Except as provided otherwise in this Agreement, if the Lessee shall neglect or fail to perform or observe any duty or covenant contained herein, which on the Lessee's part is to be performed and such default shall continue for a period of thirty (30) days after receipt of written notice thereof from the County to the Lessee, then the County lawfully may, immediately or at any time thereafter, and without further notice or demand, enter into and upon the leased premises, or any part thereof, and repossess the same as its former estate and expel the Lessee and remove its effect, if necessary, without being taken or deemed to be guilty of trespass, whereupon, this Agreement shall terminate without prejudice to any remedy available to the County for arrears of rent or for breach of any of the duties or covenants contained herein.

XIX. TAXES, INSURANCE AND COMMISSIONS

- 1. The County shall pay all real estate taxes or assessments, if any, and fire insurance premiums on the leased premises. The County shall not be required to carry fire insurance on the Lessee or any other person or property which may now or hereinafter be placed in the premises.
- 2. WRWSA shall be responsible for the payment of any taxes due upon its personal property.
- 3. The County certifies to the Lessee that no portion of the rent payable pursuant to Paragraph II. of this Agreement includes, represents, is based on, or is attributable to any commission or fee paid or payable by the County as the result of the County having utilized or contracted for the services of any real estate broker, salesperson, agent, or firm in any aspect of the County's dealings or any dealing involving the leasing of the leased premises to the Lessee, nor shall the Lessee be liable therefor.

XX. CONDEMNED FOR PUBLIC USE

If any part of the Premises shall be taken or condemned for public use, the part thereof remains which is susceptible of occupation hereunder, this lease shall, as to the part taken, terminate as of the date the condemner acquires possession,

Page **7** of **11**

and thereafter lessee shall be required to pay such proportion of the rent for the remaining term as the value of the property remaining bears to the total value of the Premises at the rate of condemnation; provided, however, that the County may at their option, terminate this lease, as of the date the condemner acquires possession. In the event the property is not used or ceases to be used for the stated purpose, the lease shall immediately terminate, and the property shall thereafter have the right to re-enter and repossess the property.

XXI. ATTORNEY'S FEES

WRWSA agrees to pay and discharge all reasonable costs, attorney's fees and expenses that shall be made or incurred by the County enforcing the covenants and agreements hereof, and said County shall have a lien for such costs, fees and expenses upon all personal property of WRWSA.

XXII. AVAILABILITY OF FUNDS

The obligations of the Lessee under this Agreement are subject to the availability of funds lawfully appropriated annually for its purposes by the Governing Board of the Lessee and/or the availability of funds through applicable contract or grant programs.

XXIII. USE OF PREMISES

The Lessee shall not make or allow any unlawful, improper, or offensive use of the leased premises, or any use or occupancy thereof, contrary to the laws of the State of Florida or such ordinances of the county in which the leased premises are located applicable during the term hereof to the Lessee.

XXIV. TERMINATION

This lease may be terminated by the County upon 180 days written notice and by the Lessee upon 90 days written notice prior to the termination date. WRWSA shall, upon termination of this Lease by the lapse of time or otherwise, yield up the Premises to the County in as good repair and condition as the same are at the commencement of said term, reasonable use and wear thereof or other casualty not occurring through the fault of WRWSA only accepted.

XXV. NOTICES AND INVOICES

All notices to the County shall be hand-delivered or sent by certified mail, return receipt requested, to the Citrus County Administrator, 3600 W. Sovereign Path, Lecanto, Florida 34461, and all notices to the Lessee shall be hand-delivered or sent by certified mail, return receipt requested to 3600 W. Sovereign Path, Suite 228, Lecanto, FL 34461.

XXVI. DEFINITION OF TERMS

1. The terms "agreement", "lease", or "lease agreement" shall be inclusive of each other and shall also include any renewals, option terms, extensions, or modifications of this Agreement.

- 2. The Terms "County" and "Lessee" shall include the successors and assigns of the parties hereto.
- 3. The singular shall include the plural and the plural shall include the singular whenever the contest so requires or permits.

XXVII. APPLICABLE LAW

This Agreement shall be interpreted according to the laws of the State of Florida.

XXVIII. ENTIRE AGREEMENT AND ADDITIONAL TERMS

This Agreement contains the entire understanding between the parties and may be amended only in writing and incorporated herein by reference.

XXIX. THIS AGREEMENT IS CONTINGENT UPON THE APPROVAL OF THE CITRUS COUNTY BOARD OF COUNTY COMMISSIONERS.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed, in duplicate, on the day and year first above written.

ATTEST:	CITRUS COUNTY, FLORIDA
Angela Vick, Clerk	By: Ronald E. Kitchen, Jr., Chairman Board Of County Commissioners Citrus County, Florida
Approved as to Form for the Reliance of Citrus County Only:	
Denise A. Dymond Lyn, County Attorney	-

WITHLACOOCHEE REGIONAL WATER SUPPLY AUTHORITY Richard S. Owen Executive Director STATE OF FLORIDA) COUNTY OF CITRUS) I HEREBY CERTIFY that on this day before me an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Richard S. Owen, as Executive Director of Withlacoochee Regional Water Supply Authority, who is personally known to me or who has produced ______ as identification. WITNESS my hand and official seal this _____ day of ______, 2016. Notary Public, State of Florida Printed Name: ______ Commission No. _____ Expiration Date:

Exhibit A Legal Description

A portion of the SE1/4 OF SW1/4 DESC IN OR BK 811 PG 1571 & OR BK 827 PG 2048 MAP 360C, further described as:

Suites 228 and 229, located on the second floor of the Lecanto Government Building, 3600 W. Sovereign Path, Lecanto, FL 34461, which shall constitute an aggregate area of 289.73 square feet of rentable office space; together with the use of parking spaces, conference rooms, board/public meeting room and equipment, employee lounges and other common areas on the property owned by the County for the use of the Lessee.

<u>As-Needed Engineering and Technical Services Work Order</u> to Water Resource Associates

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

At the November 2012 meeting, the Board authorized the Executive Director to enter into contracts with eight firms for as-needed General Professional Engineering/Technical Services. At the July 2016 meeting, the Board authorized staff to extend these contracts for the second and final one-year period.

The Board has also authorized the issuance of a work order to Water Resource Associates (WRA) for as-needed technical and engineering support work each year subsequent to entering into the contract with WRA. The current work order to WRA is scheduled to expire on September 30, 2016. Staff has need for continued as-needed engineering/technical support from WRA, including support for administering the Charles A. Black wellfield. Staff believes that, among the pre-approved consultants for as-needed support services, WRA is uniquely qualified to provide these required services. The purpose of this Work Order is to engage WRA to provide engineering and technical general support services to the Authority Board and Executive Director on an as-needed basis in support of the Authority activities.

A copy of the proposed Work Order is included as an Exhibit to this item. The Fiscal Year 2016-17 budget contains \$75,000 for potential engineering/technical support services.

Staff Recommendation:

Board approval of Work Order No. 2017-01, as contained in the Exhibit to this item, in an amount of \$25,000 for purposes of providing as-needed engineering/technical support services, with a termination date of September 30, 2017.

GENERAL ENGINEERING & TECHNICAL SERVICES

WORK ORDER No. 2017-01

INTRODUCTION AND BACKGROUND

This Work Order No 2017-01 "General Support Services" is approved this 20th of September 2016 and is incorporated by reference into the Agreement for General Professional Engineering Technical Services entered into on November 28, 2012 between the Withlacoochee Regional Water Supply Authority (Authority or WRWSA) and Water Resource Associates, LLC (Consultant), for General Professional Engineering & Technical Services.

SCOPE OF WORK

The Consultant will assist the Authority Board and Executive Director with policy, programmatic and technical aspects of the Authority on an as-needed basis. This work requires the expertise of a water supply engineering firm to provide a wide range of disciplines for its successful implementation.

The Consultant responsibilities will include, but not be limited to:

- 1. Assisting the Authority Executive Director with water-related policy, technical and programmatic issues;
- 2. Assisting in the administration of the Charles A. Black water supply facilities;
- 3. Providing technical assistance regarding regional water supply planning and implementation;
- 4. Assisting in responding to inquiries and investigations from member governments, the water management districts, the Florida Department of Environmental Protection and other interested parties;
- 5. Attendance at various board, water management district, county and city meetings;
- 6. Participation and coordination with Authority member governments;
- 7. Coordination with the SWFWMD and SJRWMD;
- 8. Presentations regarding the Authority's activities to various boards, commissions, councils and other organizations;
- 9. Development of position papers and providing assistance developing Authority Board meeting material; and
- 10. Other related activities requested and approved by the Executive Director.

COMPENSATION

The Consultant shall receive compensation and reimbursement for travel and other expenses not to exceed the sum of \$25,000, consistent with the rate schedule attached as Exhibit A to the Agreement.

General Professional Engineering/Technical Services Work Order No. 2017-01 WRA General Support Services

SCHEDULE

Peter G. Hubbell

Principal

The schedule for Consultant services will commence upon execution of this Work Order by the Authority and Consultant and will continue through September 30, 2017.

IN WITNESS WHEREOF, the parties hereto have executed this Work Order as of the day and year first written above.

WITHLACOOCHEE REGIONAL WATER SUPPLY AUTHORITY

Date:

Richard S. Owen
Executive Director

WATER RESOURCE ASSOCIATES, LLC

Date:

Item 11.a.

Executive Director's Report

Bills to be Paid

August 2016 provided in meeting materials.

September 2016 to be provided at meeting in supplemental materials.

Withlacoochee Regional Water Supply Authority

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

Bills For Payment 8/17/2016

	Invoice	Invoice	
Administrative Invoices	Number(s)	Date	Amount
Richard S. Owen, AICP	2016-07	8/2/2016	\$6,799.51
Larry Haag, Attorney	32215 32216	8/4/2016	\$1,192.74
Diane Salz, Governmental Affairs / Professional Fee	#073116	7/31/2016	\$3,500.00
Diane Salz, Governmental Affairs / Travel		7/31/2016	\$191.98
C. LuAnne Stout, Administrative Assistant	007-July-2016	8/1/2016	\$3,125.00
James Adkins / Board Travel (July)	07/20/16	7/20/2016	\$19.58
Al Butler / Board Travel (July)	07/20/16	7/20/2016	\$27.59
Ron Livsey / Board Travel (July)	07/20/16	7/20/2016	\$17.80
Nick Nicholson / Board Travel (May & July)	07/20/16	7/20/2016	\$39.16
Dale Swain / Board Travel (May & July)	07/20/16	7/20/2016	\$55.18
FL Dept of State / FAR (RFQ N822)	#700388	8/2/2016	\$32.06
Karen Allen, Web Maintenance (July Bd mtg info, RFQ)	#0077	8/5/2016	\$87.50
Sun Trust Business Card Statement (postage)	8.2.2016	8/2/2016	\$107.25
Total Administrative Invoices			\$15,195.35

Water Supply Studies and Facilities	Contract/ Budget	Balance Remaining	Current Invoice(s)
General Services Contract	\$75,000.00	\$22,500.00	
Work Order 15-01. C&D Engineering	\$2,500.00	\$0.00	
Work Order 16-01. Water Resource Associates	\$25,000.00	\$8,488.09	
Work Order 16-02. Jones Edmunds & Associates	\$25,000.00	\$750.00	\$24,250.00 (1)
FY2015-16 Local Government Water Supply Projects			
Citrus Water Conservation Program	\$36,875.00	\$36,875.00	
Hernando Water Conservation Program	\$47,750.00	\$47,750.00	
Marion Water Conservation Program	\$35,475.00	\$35,475.00	
Phase 3 Irrigation Program (2015-2016)	\$17,650.00	-\$4,679.80	
Northern District Grndwtr Flow Model Ext (PO 2016-01)	\$12,500.00	\$12,500.00	
Purvis Gray CAB Rate Analysis Work Order	\$12,000.00	\$11,100.00	
Total Project Invoices	\$289,750.00	\$170,758.29	\$24,250.00

Total Bills to be Paid	\$39,445.35
------------------------	-------------

State Board of Administration	Transfer from SBA2 to SBA1	\$24,250.00
State Board of Administration	Transfer from SBA1 to SunTrust Bank	\$39.445.35

Notes:

(1) Work Order 16-02 - Jones Edmunds & Associates \$10,000.00 Invoice 0237161 (July 2016) CAB Wellfield Facility Evaluation \$14,250.00 Invoice 0237456 (Aug 2016) \$24,250.00

Item 11.b.

Executive Director's Report

Annual Calendar of Fiscal Year 2016-1017 Meeting Dates

Executive Director's Report

Annual Calendar of Fiscal Year 2016-17 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.

Location of Meetings: Lecanto Government Building

Room 166

3600 W. Sovereign Path Lecanto, Florida 34461

Start Time: 3:30 p.m.

Meeting Dates: October 19, 2016

November 16, 2016 December 21, 2016 January 18, 2017 February 15, 2017 March 15, 2017 April 19, 2017 May 17, 2017 June 21, 2017 July 19, 2017 August 16, 2017 September 20, 2017

Staff Recommendation:

Board approval of the annual calendar of Fiscal Year 2016-17 meeting dates as shown above, including any changes directed by the Board at the meeting.

Item 11.c.

Executive Director's Report

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, 2016 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

Puris, Gray and Company

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.

July 26, 2016 Ocala, Florida

Withlacoochee Regional Water Supply Authority STATEMENT OF NET POSITION

As of June 30, 2016

ASSETS

Cash in Bank - SunTrust	\$	1,796.46
Cash in Bank - SBA1		521,489.46
Cash - SBA2/Citrus Rev		1,032,815.69
Accounts Receivable - SWFWMD		3,015.00
A/R - Citrus County		1,813.75
·		_
Total Current Assets		1,560,955.36
PROPERTY AND EQUIPMENTS		
Equipment		3,728.84
Accum Deprec - Equipment		(2,220.80)
Citrus Co. Wellfield		4,895,231.21
Accum Deprec - Wellfield		(3,753,013.66)
Total Property and Equipment	_	1,143,725.59
TOTAL ASSETS	\$	2,704,680.95
LIABILITIES AND NET POSITION		
CURRENT LIABILITIES		
A/P Special Projects	\$	4,759.63
Acct Payable - General	Ψ	13,627.57
Note: ayasio Conorai		,
Total Current Liabilities		18,387.20
NET POSITION		
Net Assets		2,588,003.75
Net Income		98,290.00
Total Net Position	_	2,686,293.75
TOTAL LIABILITIES AND NET POSITION	\$	2,704,680.95

Withlacoochee Regional Water Supply Authority STATEMENT OF REVENUES AND EXPENSES

For the Period Ended June 30, 2016

_	3 months ended June 30, 2016	<u>%</u>	9 months ended June 30, 2016	<u>%</u>
Revenue	Φ 0.000.00	0.07.0/	Φ 00.004.00	0.07.0/
Citrus Co. Assessments	\$ 6,688.00	6.37 %		6.87 %
Hernando Co. Assessments	8,310.25	7.92 %	24,930.75	8.54 %
Sumter Co. Assessments	5,278.50	5.03 %	15,835.50	5.42 %
Marion County Assessment	16,029.00	15.27 %	48,087.00	16.47 %
Interest Income - SBA Accounts	2,891.63	2.75 %	5,512.28	1.89 %
Citrus Co Facilities Recovery	40,896.75	38.95 %	122,690.25	42.02 %
Citrus County WIfld Admin Recov	15,000.00	14.29 %	45,000.00	15.41 %
Ph 3 Irrig Aud Pgm SWFWMD Match	9,890.69	9.42 %	9,890.69	3.39 %
Total Revenue	104,984.82	100.00 %	292,010.47	100.00 %
Operating Expenses				
Consulting Admin Asst	9,375.00	8.93 %	28,125.00	9.63 %
Executive Director Richard Owen	20,000.01	19.05 %	60,000.03	20.55 %
Advertising	38.22	0.04 %	159.60	0.05 %
Bank Charges	0.00	0.00 %	16.22	0.01 %
Lecanto Rent	0.00	0.00 %	2,218.32	0.76 %
Registration/Dues	0.00	0.00 %	658.00	0.23 %
Legal - Monthly Meeting	500.00	0.48 %	2,500.00	0.86 %
Legal - Other Services	1,776.63	1.69 %	7,693.13	2.63 %
Liability Insurance	0.00	0.00 %	2,378.01	0.81 %
Office Supplies	126.22	0.12 %	423.63	0.15 %
Printing & Reproduction	246.09	0.23 %	964.76	0.33 %
Postage	38.23	0.04 %	221.15	0.08 %
Audit	(9,482.00)	(9.03)%	0.00	0.00 %
Bookkeeping/Financial Asst.	9,982.00	9.51 %	9,982.00	3.42 %
Publications/Software	19.50	0.02 %	45.50	0.02 %
State Fees/Assessments	0.00	0.00 %	175.00	0.06 %
Web Page/Internet Services	300.00	0.29 %	1,155.00	0.40 %
Telephone	278.49	0.27 %	853.78	0.29 %
Travel	423.26	0.40 %	1,969.26	0.67 %
Legislative Consultant	10,500.00	10.00 %	31,500.00	10.79 %
FY12 Purvis Gray Rate Analysis	0.00	0.00 %	900.00	0.31 %
Phase 2 Irrigation Auditor	0.00	0.00 %	500.00	0.17 %
General Services Acct	5,675.13	5.41 %	18,952.28	6.49 %
Phase 3 Irrigation Audit Progra	4,878.00	4.65 %	22,329.80	7.65 %
Total Operating Expenses	54,674.78	<u>52.08</u> %	193,720.47	66.34 %
Net Income (Loss)	\$ 50,310.04	<u>47.92</u> %	\$ 98,290.00	33.66 %

ACCOMPANYING SUPPLEMENTARY INFORMATION

Withlacoochee Regional Water Supply Authority BUDGET TO ACTUAL

For the Period Ended June 30, 2016

	9 months ended June 30, 2016 Actual	9 months ended June 30, 2016 Budget	<u>Variance</u> <u>Over/(Under)</u> <u>Budget</u>	Annual Budget	<u>Variance</u>
REVENUE					
Citrus Co. Assessments	\$ 20,064.00	\$ 20,064.00	\$ -	\$ 26,752.00	\$ (6,688.00)
Hernando Co. Assessments	24,930.75	24,930.75	-	33,241.00	(8,310.25)
Sumter Co. Assessments	15,835.50	15,835.50	-	21,114.00	(5,278.50)
Marion County Assessment	48,087.00	48,087.00	-	64,116.00	(16,029.00)
Interest Income - SunTrust	0.00	-	-		-
Interest Income	5,512.28	-	5,512.28	-	5,512.28
Ph 3 Irrig Aud Pgm SWFWMD Match	9,890.69	-	9,890.69	8,825.00	1,065.69
Citrus Co Facilities Recovery	122,690.25	122,690.25	-	163,587.00	(40,896.75)
Citrus County Wlfld Admin Recov	45,000.00	45,000.00	-	60,000.00	(15,000.00)
Phase 2 SWFWMD MatchRegIrrAudit	0.00	562.50	(562.50)	750.00	(750.00)
Ph 3 Irrig Aud Pgm County Match	0.00	3,309.75	(3,309.75)	4,413.00	(4,413.00)
Total Revenue	292,010.47	280,479.75	11,530.72	382,798.00	(90,787.53)
OPERATING EXPENSES					
Consulting Admin Asst	28,125.00	28,125.00	=	37,500.00	(9,375.00)
Executive Director Richard Owen	60,000.03	60,000.00	0.03	80,000.00	(19,999.97)
Advertising	159.60	750.00	(590.40)	1,000.00	(840.40)
Bank Charges	16.22	=	16.22	-	16.22
Lecanto Rent	2,218.32	1,536.00	682.32	2,048.00	170.32
Registration/Dues	658.00	1,425.00	(767.00)	1,900.00	(1,242.00)
Legal - Monthly Meeting	2,500.00	3,750.00	(1,250.00)	5,000.00	(2,500.00)
Legal - Other Services	7,693.13	31,500.00	(23,806.87)	42,000.00	(34,306.87)
Liability Insurance	2,378.01	1,875.00	503.01	2,500.00	(121.99)
Office Supplies	423.63	600.00	(176.37)	800.00	(376.37)
Printing & Reproduction	964.76	1,500.00	(535.24)	2,000.00	(1,035.24)
Postage	221.15	600.00	(378.85)	800.00	(578.85)
Audit	0.00	7,053.75	(7,053.75)	9,405.00	(9,405.00)
Bookkeeping/Financial Asst.	9,982.00	1,500.00	8,482.00	2,000.00	7,982.00
Publications/Software	45.50	150.00	(104.50)	200.00	(154.50)
State Fees/Assessments	175.00	131.25	43.75	175.00	-
Web Page/Internet Services	1,155.00	1,500.00	(345.00)	2,000.00	(845.00)
Telephone	853.78	825.00	28.78	1,100.00	(246.22)
Travel	1,969.26	6,750.00	(4,780.74)	9,000.00	(7,030.74)
Contingency Funds	0.00	750.00	(750.00)	1,000.00	(1,000.00)
Legislative Consultant	31,500.00	31,500.00	-	42,000.00	(10,500.00)
FY12 Purvis Gray Rate Analysis	900.00	9,000.00	(8,100.00)	12,000.00	(11,100.00)
Phase 2 Irrigation Auditor	500.00	1,125.00	(625.00)	1,500.00	(1,000.00)
General Services Acct	18,952.28	56,250.00	(37,297.72)	75,000.00	(56,047.72)
FY15 LGG Water Conservation Proj	0.00	97,500.00	(97,500.00)	130,000.00	(130,000.00)
Northern District Model Expan	0.00	9,375.00	(9,375.00)	12,500.00	(12,500.00)
Phase 3 Irrigation Audit Progra	22,329.80	13,237.50	9,092.30	17,650.00	4,679.80
Total Operating Expenses	193,720.47	368,308.50	(174,588.03)	491,078.00	(297,357.53)
Increase (Decrease) in Net Position	98,290.00	(87,828.75)	186,118.75	(108,280.00)	206,570.00

Item 11.d.

Executive Director's Report

Public Officials Liability Policy

To be provided at meeting

Item 11.e.

Executive Director's Report

Purvis Gray Compilation Engagement Letter



September 6, 2016

COMPILATION ENGAGEMENT LETTER

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

We are pleased to confirm our understanding of the services we are to provide for Withlacoochee Regional Water Supply Authority.

We will prepare the annual and quarterly financial statements of Withlacoochee Regional Water Supply Authority, which comprise the balance sheets and the related statements of income, and perform a compilation engagement with respect to those financial statements. Management has elected to omit substantially all of the disclosures and the statement of cash flows ordinarily included in financial statements prepared in accordance with accounting principles generally accepted in the United States of America. The supplementary information accompanying the compiled financial statements will be presented for purposes of additional analysis. The supplementary information will be compiled from information that is the presentation of management. We will not audit or review the supplementary information. We will not express an opinion, a conclusion, or provide any assurance on such supplementary information.

We will assist your bookkeeper in adjusting the books of accounts with the objective that he/she will be able to prepare a working trial balance from which financial statements can be prepared. Your bookkeeper will provide us with a detailed trial balance and any supporting schedules we require.

Our Responsibilities

The objective of our engagement is to—

- 1) Prepare financial statements in accordance with accounting principles generally accepted in the United States of America based on information provided by you.
- 2) Apply accounting and financial reporting expertise to assist you in the presentation of financial statements without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

We will conduct our compilation engagement in accordance with the Statements on Standards for Accounting and Review Services (SSARS), promulgated by the Accounting and Review Services Committee of the AICPA, and comply with applicable professional standards, including the AICPA's Code of Professional Conduct, and its ethical principles of integrity, objectivity, professional competence, and due care, when performing the bookkeeping services, preparing the financial statements, and performing the compilation engagement.

Certified Public Accountants

Withlacoochee Regional Water Supply Authority
Attn: Mr. Richard Owen, Executive Director
Lecanto, Florida
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September 6, 2016

Our Responsibilities (Concluded)

We are not required to, and will not, verify the accuracy or completeness of the information you will provide to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion or a conclusion nor provide any assurance on the financial statements.

Our engagement cannot be relied upon to identify or disclose any financial statement misstatements, including those caused by fraud or error, or to identify or disclose any wrongdoing within Withlacoochee Regional Water Supply Authority or noncompliance with laws and regulations. However, we will inform the appropriate level of management of any material errors and any evidence or information that comes to our attention during the performance of our procedures that fraud may have occurred. In addition, we will inform you of any evidence or information that comes to our attention during the performance of our compilation procedures regarding any wrongdoing within Withlacoochee Regional Water Supply Authority, or noncompliance with laws and regulations that may have occurred, unless they are clearly inconsequential. We have no responsibility to identify and communicate deficiencies or material weaknesses in your internal control as part of this engagement.

We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Your Responsibilities

The engagement to be performed is conducted on the basis that you acknowledge and understand that our role is to prepare financial statements in accordance with accounting principles generally accepted in the United States of America and assist you in the presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America. You have the following overall responsibilities that are fundamental to our undertaking the engagement in accordance with SSARS:

- 1) The selection of accounting principles generally accepted in the United States of America as the financial reporting framework to be applied in the preparation of the financial statements.
- 2) The preparation and fair presentation of financial statements in accordance with accounting principles generally accepted in the United States of America and the inclusion of all informative disclosures that are appropriate for accounting principles generally accepted in the United States of America, if applicable.
- 3) The design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the financial statements.
- 4) The prevention and detection of fraud.
- 5) To ensure that Withlacoochee Regional Water Supply Authority complies with the laws and regulations applicable to its activities.
- 6) The accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide to us for the engagement.

Withlacoochee Regional Water Supply Authority Attn: Mr. Richard Owen, Executive Director Lecanto, Florida

September 6, 2016

Your Responsibilities (Concluded)

- 7) To provide us with—
 - Access to all information of which you are aware is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters.

-3-

- Additional information that we may request from you for the purpose of the compilation engagement.
- Unrestricted access to persons within Withlacoochee Regional Water Supply Authority of whom we determine it necessary to make inquiries.
- 8) Including our compilation report in any document containing financial statements that indicate that we have performed a compilation engagement on such financial statements and, prior to the inclusion of the report, to ask our permission to do so.

We will assist you by proposing standard, adjusting, or correcting journal entries to your financial statements as needed. We will provide you with these journal entries for your review and approval. If, while reviewing the journal entries, you determine that a journal entry is inappropriate, it will be your responsibility to contact us to correct it.

We will assist you in maintain a depreciation schedule of fixed assets.

We will discuss such suggestions and recommendations concerning your accounting methods and financial affairs as we consider appropriate with you and/or your selected personnel.

Because we also serve as independent Auditors for the Authority, we will perform our compilation services in such a manner as to maintain our independence, which means that you are responsible for all management decisions and responsibilities and for designating an individual with suitable skills, knowledge, and experience to oversee our bookkeeping services, the preparation of your financial statements, maintenance of the depreciation schedule, preparation of tax returns, and any other nonattest services we provide. You are responsible for evaluating the adequacy and results of the services performed and accepting responsibility for such services.

Our Report

As part of our engagement, we will issue a report that will state that we did not audit or review the financial statements and that, accordingly, we do not express an opinion, a conclusion, nor provide any assurance on them. If, for any reason, we are unable to complete the compilation of your financial statements, we will not issue a report on such statements as a result of this engagement.

Other Relevant Information

I will be the partner in charge of the work described above. I will be responsible for supervising the engagement and signing the report or authorizing another individual to sign it. I will be assisted by other staff in the firm whenever necessary.

Our fee for this service is \$500 per quarter, representing no change from the previous years.

Withlacoochee Regional Water Supply Authority Attn: Mr. Richard Owen, Executive Director Lecanto, Florida

September 6, 2016

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

-4-

Sincerely,

PURVIS, GRAY AND COMPANYOLLE

Mark A. White, C.P.A

Partner

MAW/meg Enclosure

ACKNOWLEDGED:

The services and terms described above are acceptable to Withlacoochee Regional Water Supply Authority and are hereby agreed to.

Signature:	
Title:	ж.
Data:	

Item 11.f.

Executive Director's Report

Correspondence



Florida Department of Environmental Protection

Southwest District Office 13051 North Telecom Parkway Temple Terrace, FL 33637-0926 Rick Scott Governor

Carlos Lopez-Cantera Lt. Governor

Jonathan P. Steverson Secretary

August 1, 2016

Gary Loggins, Director of Operations Citrus County Utilities 1300 South Lecanto Highway Lecanto, FL 34461 GARY.LOGGINS@citrusbocc.com

Re: Charles A. Black WTP

Facility ID Number 609-4948

Citrus County

Dear Mr. Loggins:

Department personnel conducted a Sanitary Survey of the above-referenced system on July 19, 2016. Based on the information provided during the inspection and after the inspection, the system was determined to be in compliance. A copy of the inspection report is attached for your records.

The Department appreciates your efforts to maintain this system in compliance with state and federal rules. Should you have any questions or comments, please contact me at (813) 470-5737, or via e-mail at: james.brock@dep.state.fl.us.

Sincerely,

Government Operations Consultant Compliance Assurance Program

SWD District

Florida Department of Environmental Protection

ec: Devon A. Villareal, Citrus County Utilities, Devon.Villareal@citrusbocc.com
Ron Kurtz, Citrus County Utilities, RONALD.KURTZ@citrusbocc.com
Southwest District Clerical, swd_clerical@dep.state.fl.us



SURVEY SUMMARY SURVEY ESSENTIALS
Water System Name: Charles A. Black
Date(s) Surveyed: July 19, 2016
Survey Inspector(s): James S. Brock
Person(s) Contacted: Devon Villareal, Ron Kurtz
WATER SYSTEM INFORMATION
PWS ID: 6094948 System (Office) Address: 1300 South Lecanto Hwy, Lecanto, FL 34461
Phone: 352–527–7650 Cell: Fax Number:
Email: GARY.LOGGINS@citrusbocc.com
Directions to water system office or plant:
OWNER INFORMATION
Owner Name: Citrus County Utilities Owner Title:
Owner Address: 1300 S Lecanto Hwy City: Lecanto State: FL Zip: 34461
Owner Phone: 352-527-7650 Cell: Fax Number: 352-527-7644 Email: GARY.LOGGINS@citrusbocc.com
OPERATOR INFORMATION
Operator Name: Jack Brooks Lead Operator Class & Certification Number: A5686
Operator Address: 1300 S Lecanto Hwy City: Lecanto State: FL Zip: 34461
Operator Phone: 352–527–7650 Cell:
Fax Number: 352-527-7644 Email:
SYSTEM CHARACTERISTICS SUMMARY
Source Summary: Treatment Summary:
Number of Sources: 8 Wells Number of Plants: 3 Number of Operators: Surface Name of Source(s) Disinfection Aeration Coagulation
Surface Name of Source(s): Stabilization Aeration Coagulation Flocculation
Purchase Name of System(s): Corrosion Control Softening Reverse Osmosis
Service Area Characteristics Summary:
□ City or Community
Number of Service Connections: 9,856 Population Served: 20,698 Approx number of outstanding DEP permits
Demand & Capacity:
Maximum Daily Demand: 7.4 MGD* Total Design Capacity: 20.2 MGD Total Storage Capacity: 9 MG
Average Daily Demand: 4.7 MGD** Stand-by Power Capacity: UNK Firm Capacity: UNK Comment: *Maximum Daily Demand June 2016, **Average Daily Demand June 2016
SYSTEM COMPLIANCE SUMMARY Past Compliance Status Summary
Past Compliance Status Summary: Date of last inspection: 04/19/2012 Results: ⊠In compliance □Deficiencies, but not significant □Out of compliance
Date of last sanitary survey: 01/28/2016 Results: Sin compliance Deficiencies, but not significant Out of compliance
Current Sanitary Survey Results:
□ In Compliance □ Deficiencies, but not significant □ Out of compliance
Comment:



Large System Sanitary Survey Form

SOURCE (GROUNDWATE) GROUNDWATER WELLS	₹)					
	WELL #3-CAB	WELL #4-CAB	WELL #5- CAB	WELL # 6- CAB	WELL # 7-CAB	WELL #1- CAB
Well Name or Number	I	I	I	I	I	П
Florida Unique Well Identification	AAC1455	AAC1456	AAC1457	AAC1458	AAC1459	AAC1460
Year Drilled	1985	1987	UNK	UNK	UNK	1983
Depth Drilled	422'	421'	341'	307'	320'	160'
Aquifer Name	FLORIDAN	FLORIDAN	FLORIDAN	FLORIDAN	FLORIDAN	FLORIDAN
Depth & Diameter of casing?	225'/16"	221'/16"	341'/12"	307'/18"	238'/24"	140'/12"
Depth of Screen & Material	*	*	*	*	*	*
Depth of grouting & type?	*	*	*	*	*	*
Depth to Static Water Level?	205'	206'	*	*	*	67.8'
Is the drawdown measured?	*	*	*	*	*	*
Is the site subject to flooding?	*	*	*	*	*	*
Is the well below grade?	NO	NO	NO	NO	NO	NO
Potential pollution sources near?	NO	NO	NO	NO	NO	NO
Contaminated, UDI, or ASR Well?	NO	NO	NO	NO	NO	NO
Is lightning protection provided?	*	*	*	*	*	*
Is the well housed or fenced?	YES	YES	YES	YES	YES	YES
Pump Type	Submersible	Submersible	Submersible	Submersible	Submersible	Vert. Turbine
Horse Power	150	150	125	300	300	50
Rated Pump Capacity (GPM@PSI)	1600	1600	1500	3400	3600	750
Normal Yield (GPM @ PSI)	*	*	*	*	*	*
Proper raw water tap?	YES	YES	YES	YES	YES	YES
Proper casing height?	YES	YES	YES	YES	YES	YES
Well head properly sealed?	YES	YES	YES	YES	YES	YES
Proper casing vent?	YES	YES	YES	YES	YES	YES
Dumpline installed?	-	-	-	-	-	-
Proper Check Valve?	YES	YES	YES	YES	YES	YES
Air-relief valve installed?	YES	YES	YES	YES	YES	YES
Proper Water Meter?	YES	YES	YES	YES	YES	YES
Meter check for accuracy?	YES	YES	YES	YES	YES	YES
Stand-by Capacity?	YES	-	-	-	YES	YES
Overall Site Condition	GOOD	GOOD	GOOD	GOOD	GOOD	GOOD

Comments: * Unable to verify at time of inspection.

Large System Sanitary Survey Form

GROUNDWATER WELLS					-	
Well Name or Number	WELL #2-CAB II	LECANTO				
Florida Unique Well Identification	AAC1461	AAE6605				
Year Drilled	1986	UNK				
Depth Drilled	143'	120'				
Aguifer Name	FLORIDAN	FLORIDAN				
Depth & Diameter of casing?	109'/12"	100'/12"				
Depth of Screen & Material	*	*				
Depth of grouting & type?	*	*				
Depth to Static Water Level?						
Is the drawdown measured?	68' *	*				
Is the site subject to flooding?	*	*				
Is the well below grade?	NO	NO				
Potential pollution sources near?	NO	NO				
Contaminated, UDI, or ASR Well?	NO	NO				
Is lightning protection provided?	UNK	UNK				
Is the well housed or fenced?	YES	YES				
Pump Type	Vert. Turbine	Submersible				
Horse Power	50	**				
Rated Pump Capacity (GPM@PSI)	750	650				
Normal Yield (GPM @ PSI)	*	*				
Proper raw water tap?	YES	YES				
Proper casing height?	YES	YES				
Well head properly sealed?	YES	YES				
Proper casing vent?	YES	YES				
·						
Dumpline installed?	-	-				
Proper Check Valve?	YES	YES				
Air-relief valve installed?	YES	YES				
Proper Water Meter?	YES	YES				
Meter check for accuracy?	YES	YES				
Stand-by Capacity?	YES	-				
Overall Site Condition	GOOD	GOOD				
Comments: * Unable to verify at	time of inspection					
oonments. Grade to verify at	chie of hispection.					
GROUNDWATER QUANTITY, Q	JALITY, AND PRO	OTECTION				
Total Source Capacity (TSC) exceeds			Yes No			
TSC (excluding best well) exceed th	-	• • —	Yes No			
Does the Water Management Permi	0 3					
Any routinely utilized interconnection			Yes No			
Any unused or improperly abandone	0 0	,	Yes No			
	-					
Is water system using the highest quarter there any tronds toward decree	,					
Are there any trends toward decreas		_	Yes No			
Does the system have a well head p	1 0		Yes No			
System enact a wellhead protection			Yes No			
Does the system have an emergence	y spill response plar	1?	Yes No			
Are the synthetic organic chemical (SOC) waivers accur	ate?	Yes No			
Comments: System has an intercond can provide water to City of Cryst		rings/Pine Ridge.	System provides v	water to Ozello Wat	ter Association and	l

Large System Sanitary Survey Form

DISINFECTION - PLANT INFORMATION	CAB I	CAB II	LECANTO
Chlorinator Type (gas, hypo, chloramination)	HYPO	HYPO	HYPO
Condition of Chlorination Equipment	GOOD	GOOD	GOOD
Capacity (PPD, GPD)	*	*	*
Chlorine Feed Rate (PPD, GPD)	*	*	*
Max Day Run Time (Hr/Day)	24	24	STANDBY
Is chlorinator manual or flow paced?	flow paced	flow paced	flow paced
Loss of chlorination alarm function?	YES	YES	N/A
Chlorine leak detection functioning?	-	_	-
Chlorine detection equipment & alarms tested?	YES	YES	YES
Operation and maintenance manual onsite?	YES	YES	YES
Compliant housing/security	YES	YES	YES
Overall condition of facility	GOOD	GOOD	GOOD
Stand-by Power Capability?	YES	YES	NO
POE Chlorine Residual/pH	1.23	1.12	0.62
HYPO CHLORINATION			
Sodium or Calcium Hypo Chlorite?	SODIUM	SODIUM	SODIUM
Positive Displacement Pump?	Positive	Positive	Positive
Solution strength	12.5	12.5	12.5
How often replenished?	*	*	*
Solution tank compliant? (cover/measure/drain)	COMPLIANT	COMPLIANT	COMPLIANT
Adequate spill containment?	yes	yes	n/a

Comments: * Unable to verify at time of inspection.

DISTRIBUTION								
MAINS, HYDRANTS, & VALVES								
Material: ☑PVC □Ductile Iron □Steel □Concrete □Asbestos-Cement Pipe Size Max. (in) Min PSI Max Min Min Min Min Min Material: □ PSI Max Min								
Are main breaks recorded? Yes No Standard Operating Procedures (SOP) for main repair? Yes No								
Are all connections metered?								
Flushing program compliant? XYes No # dead ends: 2 # flush points/hydrants? 1 # fire hydrants? Any Auto-flush? Yes No								
Valve maintenance program compliant? ☐ Yes ☐ No # of in-line valves: How often exercised? annual								
CROSS-CONNECTION CONTROL (CCC)								
Written CCC Program Compliant?								
Total Number of Devices: * Approx. # RPZ's: * DCVA's: * PVB's: * Other: Approx. # of tests last year: *								
Any cross-connections observed during survey? Yes No If yes, describe:								
MAPS, ENGINEERING, AND PERMITTING								
MAPS INCLUDE: Lines (all)								
☑Line Size ☑ Line Material ☑ Updates ☑ Air relief/Blow-off Valves ☑ Complaints								
SOP for new line installation and clearance? ■Yes ■No Hydraulic model been performed? ■Yes ■No								
Approximate number of outstanding permits distribution permits? UNK Any currently in use without clearance? Yes No								
RESIDUAL DISINFECTANT AND MONITORING								
Chorine Residual Max (mg/L): 1.0 Min Are residuals tested in the system daily? ⊠Yes ☐No How many sampling sites? *								
FIELD TESTING 1.14								
Free and/or total CI (MGL)								



STORAGE FACILITIE									
Tank Name or Number		CAB I	I CAB I		CAB II	LECANTO			
Storage Type		GROUND	GROUND		GROUND	HYDRO			
Tank Material		CONCRETE	CONCRETE		ONCRETE	STEEL			
Capacity (Gallons)		4 MG	4 MG		1 MG	10,000			
Watertight Roof/Hatch?		YES	YES		YES	N/A			
Venting/Screens Proper?		YES	YES		YES	N/A			
Overflow Proper?		YES	YES		YES	N/A			
Level/PSI Indicator Functi	ional?	YES	YES		YES	YES			
On/Off PSI		N/A	N/A		N/A	56 psi			
Flow-through or Float?		Flow	Flow		Flow	N/A			
Drain & Bypass Installed?)	YES	YES		YES	YES			
Compliant Security?		YES	YES		YES	YES			
Overall Condition?		GOOD	GOOD		GOOD	GOOD			
Date of last annual inspec	ction	2016	2016		2016	2016			
Year of last 5 year inspec		6/2014	6/2014		6/2014	2/2013			
Year of last washout		2014	2014		2014	2013			
Storage capacity exceed	25% of the ma	x day? 🔲 Y	'es No	•	Is the inter	ior tank coating	NSF/ANSI appro	oved? XYes	□No
Do any of the ground stor							utilize altitude v		■No
Do the storage tanks have						age facilities util	ize low level alar	ms? ⊠Yes	■No
How are tanks levels con	trolled: 🏻 Mar	nually 🖂 Aut	to (onsite)	⊠Auto ((SCADA)				
Comment:	D.O.L.O.								
PUMPS AND CONT Pump Category	ROLS		CAB I				CAB II		LECANTO
Pump Name or Model	PUMP #1	PUMP #		IP #3	PUMP #4	PUMP #1	PUMP #2	PUMP #3	N/A
Type	CENTRIF.	CENTRIE		TRIF.	CENTRIF.	+	CENTRIF.	CENTRIF.	N/A
Year Installed	1987	1987	1	987	1987	*	*	*	N/A
Year of last servicing	*	*		*	*	*	*	*	N/A
Horsepower	75	75		75	75	40	75	75	N/A
Pump Capacity-GPM	2700	2700	2'	700	2700	400	1300	1300	N/A
Standby Capacity?	YES	YES		_	-	YES	YES	YES	N/A
Proper valves/gauges?	YES	YES	У	ES	YES	YES	YES	YES	N/A
Overall Condition?	OK	OK	(OK.	OK	OK	OK	OK	N/A
Housing/Security?	YES	YES	Y	ES	YES	YES	YES	YES	N/A
Adequate access for main	ntenance & nur	nn removal? N	Yes No)		Pump lubrica	ation NSF/ANSI	Annroved? 🔯	Yes No
Are transmission lines vis							v or failure alarm		
								_	_
Are Protective Guards/Fire Extinguishers Provided? Yes \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \									
Comment: CAB II activa							th of		
water plant uses tw				у з пар	'IUII at OIR	e time.			
MONITORING, REPO		ATA VERIF	ICATION						
MONITORING PLANS AND PROGRAMS									
Required Monitoring Plans: Bacteriological DBP DPb/Cu DCCC Emergency Preparedness Other:									
Adequate monitoring in place? Yes No Is monitoring program adequately maintained and followed? Yes No Proper monitoring program are adequately recorded? Yes No Proper maintained? Yes No Proper maintained?									
Proper monitoring procedures? Yes No Results adequately recorded? Yes No Records maintained? Yes No Timely submittal of samples? Yes No Compliance samples analyzed by a Certified Lab? Yes No									
FILE REVIEW Does the system maintain adequate compliance records? Yes No System in compliance with parameters below? Yes No									
Compliance Schedule: The following parameters are due during the year shown.									
NO ₂ /NO ₃ :* Inorganic: * Secondary: * VOC: * Pb/Cu: * THMs: * Rad _s : * SOC: *									
Asbestos: *									
Comments: Refer to the 2016 Chemical Reminder Letter									

SYSTEM MANAGEMENT AND OPERATION
ADMINISTRATION
Formal Organization Chart: 🛛 Available 🔲 Not available Operating authority to make decisions: 📓 Sufficient 🔲 Insufficient
Planning Process: Formal and adequate: ✓ Yes ✓ No
INFORMATION MANAGEMENT
Does the utility manage the following information (check if yes):
Does the system track typical operating data such as unaccounted-for water? ☐ Yes ☐ No
Cost/unit of production? ☐ Yes ☐ No Customer Complaints? ☐ Yes ☐ No
Are financial, operational data and maintenance records tracked via a PC? 🔲 Yes 🔲 No
COMMUNICATION
Communication effective between management, operations, & FDEP?
Cooperation adequate between the system & other agencies/organizations? ☐ Yes ☐ No
Cooperation level between system and local fire department? 🖾 Effective 🔲 Needs improvement.
PLANNING
Emergency response plan include: Communication Chart Written Agreements Disaster Plan Standby Power Info Inventories
Written available plans for: Sampling & monitoring ☐ Materials Survey ☐ Water Quality Parameters ☐ Repair replacement & expansion
PERSONNEL Proper staffing ⊠Yes □No Proper training ⊠Yes □ No Proper training ⊠Yes □ No Proper training ⊠Yes □ No
Proper staffing ✓ Yes No Proper training Yes No Proper training Yes No Proper training Yes No No Proper training No
Preventative Maintenance Program in place? X Yes No
Facilities for storing parts, equipment, vehicles, traffic control devices, & supplies sufficient? X Yes No
Are facilities for personnel adequate? ☐ Yes ☐ No
Maintenance of facilities adequate? \(\sum \) Yes \(\sum \) No Equipment properly sized? \(\sum \) Yes \(\sum \) No
Stand-by capacity meet requirements? ■ Yes ■ No Is stand-by equipment exercised at least monthly? ■ Yes ■ No
Comments:
OPERATOR STAFFING REQUIREMENTS
Treatment Category/Class: 5C Lead Operator Name & Class/Cert. Number: Jack Brooks B-5686
Staffing Requirements: 6 hrs/day 7 days/wk Total Number of Operators Staffed 7 Staffing meet FAC 62-699? Xes No
Name(s) of all other operator(s) and Class & Cert. number:
יומוויבני) טו מוו טנויבי טףבימנטינט מווע טומטט א טפונ. וועוווטבי.
Comments:
- Commond-

DEFICIENCIES

At time of inspection it was noted that an air release valve (ARV) was leaking. On July 26, 2016 the Department was notified that the ARV was repaired.





Leak at ARV

ARV removed, leak repaired

Inspector Signature ______ Date: July 27, 2016

WITHLACOOCHEE REGIONAL



WATER SUPPLY AUTHORITY

August 8, 2016

Ms. Debra Burden Water Conservation Manager Citrus County Water Resources 3600 W. Sovereign Path, Suite 202 Lecanto, Florida 34461

Subject: Phase 4, Regional Irrigation Evaluation Program Funding Letter of Agreement

Dear Debra:

Thank you for your continued participation in the Regional Irrigation Evaluation program to enhance water conservation in Citrus County. This letter is to confirm the funding contribution from Citrus County for participation in Phase 4 of the program, in cooperation with the Withlacoochee Regional Water Supply Authority (Authority) and the Southwest Florida Water Management District (District).

During the Pilot and Phase 2 portions of the program, Citrus County contributed funds to the Authority based on the anticipated costs of each respective phase. The County's total cost for the Pilot program came in under budget and less than the original amount contributed for the local match. In addition, the final costs for Phase 2 were also under budget. The following paragraphs describe the funds provided by the County for the Pilot program and Phase 2, and how the remaining funds will be applied toward the County's contributions for Phase 3 and Phase 4.

Pilot Program Funds

Citrus County contributed \$12,500 for its portion of the Pilot program while actual costs were \$9,338.42, leaving a balance of \$3,161.58.

Phase 2 Funds

Citrus County contributed \$12,012.50 for its portion of Phase 2 while actual costs were \$6,024.08, leaving a balance of \$5,988.42.

Cumulatively, Citrus County has a balance of 9,150.00 (3,161.58 + 5,988.42) available to fund its respective portions of Phase 3 and Phase 4.

Phase 3 Funding

To-date the majority, but not all, of the costs for Phase 3 have been incurred by the Authority. Costs to-date, for which the County will be charged its proportionate share, include irrigation audits, rain sensors and marketing, amounting to \$5,032.40 for Citrus County's share. Additional costs anticipated for Citrus County's portion of Phase 3 include follow-ups to be conducted with Citrus County program participants. It is anticipated these follow-up costs will be approximately \$300 for Citrus County. Total Phase 3 costs for Citrus County are therefore anticipated to be approximately

August 8, 2016 Ms. Debra Burden Phase 4, Regional Irrigation Program Letter of Agreement Page Two

\$5,332.40 (\$5,032.40 + \$300), leaving a remaining balance of approximately \$3,817.60 (\$9,150.00 - \$5,332.40) for Citrus County that may be applied to the County's local match for the Phase 4 program. The exact amount of any remaining balance will not be known until the Phase 3 program is completed in 2017.

Phase 4 Funding

It is proposed that Phase 4 of the regional irrigation system evaluation program provide Citrus County with approximately 40 on-site core evaluations including rain sensors, approximately 20 enhanced evaluations and approximately 15 follow-up inspections, administration of the contract, and marketing. Citrus County's match for Phase 4 is currently estimated at \$8,000. The proposed cost of Phase 4 for Citrus County exceeds the projected Citrus County funds remaining at the end Phase 3 by \$4,182.40 (\$8,000 - \$3,817.60).

Citrus County and the Authority mutually agree that the best utilization of the remaining funds from the Pilot and Phase 2 programs is to have the Authority apply such funds to the County's costs associated with the Phase 3 program, then to apply any remaining funds toward the County's share of Phase 4, with the outstanding balance for Phase 4 being billed to the County as the Authority incurs these expenses.

The Authority will pay all costs of Phase 4, requesting the 50 percent reimbursement from the District, and applying the remainder of Citrus County's funds from the Pilot and Phase 2 programs to Citrus County's portion of the local government match. Once those funds have been exhausted, the Authority will invoice Citrus County for its proportionate share of actual costs incurred for activities conducted in Citrus County.

A summary of the Pilot, Phase 2 and Phase 3 programs is enclosed showing the County's contributions and funds. The summary shows current or projected remaining funds which are available to offset the County's costs and funding for the enhanced Phase 4 program.

If you agree with the above, this letter will be used as an outline for the utilization of all funds remaining from the Pilot, Phase 2 and Phase 3 programs, and for the County's proportionate contributions to Phase 4 of the Regional Irrigation Evaluation Program.

I look forward to hearing from you regarding this matter. Should you have any questions or wish to discuss this matter, please contact me.

Sincerely,

Richard S. Owen, AICP Executive Director

Sichard L. Owen

Enclosure

cc: WRWSA Board Members

Ken Cheek, Water Resources Director

Irrigation Evaluations Funding Summary Revised 07-01-2016

100000	nese 5 (No40)	Remainder -	Actual ⁽⁵⁾	\$4,117.60	\$7,893.69	-\$1,748.62	\$10,262.67
		Actual To-	Date ⁽⁴⁾	\$5,032.40	\$4,688.65	\$5,198.28	\$14,919.33
			Remainder ⁽³⁾	\$9,150.00	\$12,582.34	\$3,449.66	\$25,182.00
2.00	Cumulative		Expended	\$15,362.50	\$11,930.16	\$9,050.34	\$36,343.00
				\$24,512.50	_	_	_
			Remainder	\$5,988.42	\$9,357.20	-\$1,581.25	\$13,764.37
10000	INSE Z (NAST)		Expended ⁽²⁾	\$6,024.08	\$2,655.30	\$1,581.25	\$10,260.63
		Phase 2	Advance	\$12,012.50	\$12,012.50	\$0.00	\$24,025.00
	60		Remainder	\$3,161.58	\$3,225.14	\$5,030.91	\$11,417.63
Department (NI)	Program (N278	Program (N27	Expended ⁽¹⁾	\$9,338.42	\$9,274.86	\$7,469.09	\$26,082.37
io Polio	OIL	Phase 1	Advance	\$12,500.00	\$12,500.00	\$12,500.00	\$37,500.00
	•		County	Citrus	Hernando	Marion	Total

\$17,775.00 25% Total Budget for county contributions \$16,025.00 25% Budget without Admin Cost for county contributions

(1) WRWSA. Regional Irrigation System Evaluation Pilot Program 2011-2014. Table 3.5.2. Expenditures Per Utility, Page 14. January 31, 2014. (2) WRWSA. Regional Irrigation System Evaluation Program Phase II Final Report. Table 3.7 Expenditures Per Utility, Page 8. November 18, 2015. Marion County amount is only Invoice # 4, all other invoices were paid by the County during the project.

(3) Amount available to fund Phase 3 (N640).
(4) One quarter of cost per county to-date. Does not include admin charges. Only outstanding expenses are for follow-ups.
(5) Available to fund Phase 4 for Citrus and Hernando. Amount owed by Marion for outstanding Phase 2 items and Phase 3.

WITHLACOOCHEE REGIONAL



August 8, 2016

Ms. Alys Brockway Water Resource Manager Hernando County Utilities 21030 Cortez Blvd. Brooksville, Florida 34601

Subject: Phase 4, Regional Irrigation Evaluation Program Funding Letter of Agreement

Dear Alys:

Thank you for your continued participation in the Regional Irrigation Evaluation program to enhance water conservation in Hernando County. This letter is to confirm the funding contribution from Hernando County for participation in Phase 4 of the program, in cooperation with the Withlacoochee Regional Water Supply Authority (Authority) and the Southwest Florida Water Management District (District).

During the Pilot and Phase 2 portions of the program, Hernando County contributed funds to the Authority based on the anticipated costs of each respective phase. The County's total cost for the Pilot program came in under budget and less than the original amount contributed for the local match. In addition, the final costs for Phase 2 were also under budget. The following paragraphs describe the funds provided by the County for the Pilot program and Phase 2, and how the remaining funds will be applied toward the County's contributions for Phase 3 and Phase 4.

Pilot Program Funds

Hernando County contributed \$12,500 for its portion of the Pilot program while actual costs were \$9,274.86, leaving a balance of \$3,225.14.

Phase 2 Funds

Hernando County contributed \$12,012.50 for its portion of Phase 2 while actual costs were \$2,655.30, leaving a balance of \$9,357.20.

Cumulatively, Hernando County has a balance of \$12,582.34 (\$3,225.14 + \$9,357.20) available to fund its respective portions of Phase 3 and Phase 4.

Phase 3 Funding

To-date the majority, but not all, of the costs for Phase 3 have been incurred by the Authority. Costs to-date, for which the County will be charged its proportionate share, include irrigation audits, rain sensors and marketing, amounting to \$4,688.65 for Hernando County's share. Additional costs anticipated for Hernando County's portion of Phase 3 include follow-ups to be conducted with Hernando County program participants. It is anticipated these follow-up costs will be approximately \$275 for Hernando County. Total Phase 3 costs for Hernando County are therefore anticipated to be

August 8, 2016 Ms. Alys Brockway Phase 4, Regional Irrigation Program Letter of Agreement Page Two

approximately \$4,963.65 (\$4,688.65 + \$275), leaving a remaining balance of approximately \$7,618.69 (\$12,582.34 - \$4,963.65) for Hernando County that may be applied to the County's local match for the Phase 4 program. The exact amount of any remaining balance will not be known until the Phase 3 program is completed in 2017.

Phase 4 Funding

It is proposed that Phase 4 of the regional irrigation system evaluation program provide Hernando County with approximately 58 on-site core evaluations including rain sensors, approximately 31 enhanced evaluations and approximately 22 follow-up inspections, administration of the contract, and marketing. Hernando County's match for Phase 4 is currently estimated at \$12,000. The proposed cost of Phase 4 for Hernando County exceeds the projected Hernando County funds remaining at the end Phase 3 by \$4,381.31 (\$12,000 - \$7,618.69).

Hernando County and the Authority mutually agree that the best utilization of the remaining funds from the Pilot and Phase 2 programs is to have the Authority apply such funds to the County's costs associated with the Phase 3 program, then to apply any remaining funds toward the County's share of Phase 4, with the outstanding balance for Phase 4 being billed to the County as the Authority incurs these expenses.

The Authority will pay all costs of Phase 4, requesting the 50 percent reimbursement from the District, and applying the remainder of Hernando County's funds from the Pilot and Phase 2 programs to Hernando County's portion of the local government match. Once those funds have been exhausted, the Authority will invoice Hernando County for its proportionate share of actual costs incurred for activities conducted in Hernando County.

A summary of the Pilot, Phase 2 and Phase 3 programs is enclosed showing the County's contributions and funds. The summary shows current or projected remaining funds which are available to offset the County's costs and funding for the Enhanced Phase 4 program.

If you agree with the above, this letter will be used as an outline for the utilization of all funds remaining from the Pilot, Phase 2 and Phase 3 programs, and for the County's proportionate contributions to Phase 4 of the Regional Irrigation Evaluation Program.

I look forward to hearing from you regarding this matter. Should you have any questions or wish to discuss this matter, please contact me.

Sincerely,

Richard S. Owen, AICP Executive Director

Lichard L. Owen

Enclosure

cc: WRWSA Board Members

Ricky Leach, Interim Utilities Director

Irrigation Evaluations Funding Summary Revised 07-01-2016

	hase 3 (N640)	Remainder -	Actual ⁽⁵⁾	\$4,117.60	\$7,893.69	-\$1,748.62	\$10,262.67
	a	Actual To-	Date ⁽⁴⁾	\$5,032.40	\$4,688.65	\$5,198.28	\$14,919.33
			Remainder ⁽³⁾	\$9,150.00	\$12,582.34	\$3,449.66	\$25,182.00
	Cumulative		Expended	\$15,362.50	\$11,930.16	\$9,050.34	\$36,343.00
			Advances	\$24,512.50	\$24,512.50	\$12,500.00	\$61,525.00
			Remainder	\$5,988.42	\$9,357.20	-\$1,581.25	\$13,764.37
	hase 2 (N491)		Expended ⁽²⁾	\$6,024.08	\$2,655.30	\$1,581.25	\$10,260.63
	۵.	Phase 2	Advance	\$12,012.50	\$12,012.50	\$0.00	\$24,025.00
	Pilot Program (N278)		Remainder	\$3,161.58	\$3,225.14	9 \$5,030.91	\$11,417.63
		Program (N27	Expended ⁽¹⁾ F	\$9,338.42	\$9,274.86	\$7,469.09	\$26,082.37
		Phase 1	Advance	\$12,500.00	\$12,500.00	\$12,500.00	\$37,500.00
			County	Citrus	Hernando	Marion	Total

\$17,775.00 25% Total Budget for county contributions \$16,025.00 25% Budget without Admin Cost for county contributions

Marlon County amount is only invoice # 4, all other invoices were paid by the County during the project.

(1) WRWSA. Regional Irrigation System Evaluation Pilot Program 2011-2014. Table 3.5.2. Expenditures Per Utility, Page 14. January 31, 2014. (2) WRWSA. Regional Irrigation System Evaluation Program Phase II Final Report. Table 3.7 Expenditures Per Utility, Page 8. November 18, 2015.

(3) Amount available to fund Phase 3 (N640).
(4) One quarter of cost per county to-date. Does not include admin charges. Only outstanding expenses are for follow-ups. (5) Available to fund Phase 4 for Citrus and Hernando. Amount owed by Marion for outstanding Phase 2 Items and Phase 3.

WITHLACOOCHEE REGIONAL



August 8, 2016

Tracy Straub, County Engineer Marion County Office of the County Engineer 412 SE 25th Avenue Ocala, Florida 34471

Subject: Phase 4, Regional Irrigation Evaluation Program Funding Letter of Agreement

Dear Tracy:

Thank you for your continued participation in the Regional Irrigation Evaluation program to enhance water conservation in Marion County. This letter is to confirm the funding contribution from Marion County for participation in Phase 4 of the program, in cooperation with the Withlacoochee Regional Water Supply Authority (Authority) and the Southwest Florida Water Management District (District).

During the Pilot portion of the program, Marion County contributed funds to the Authority based on the anticipated costs. The County's total cost for the Pilot program came in under budget and less than the original amount contributed for the local match. The County participated in Phases 2 and 3 of the program and was billed and paid invoices as work was completed. The following paragraphs describe the funds provided by the County for the Pilot program, and how the remaining funds will be applied toward the County's participation in Phase 3.

Pilot Program Funds

Marion County contributed \$12,500 for its portion of the Pilot program while actual costs were \$7,469.09, leaving a balance of \$5,030.91.

Phase 2 Funds

Marion County did not advance any funds for Phase 2 of the program, instead opting to be billed and pay as work was completed. The only exception was invoice number 4, in the amount of \$1,581.25, which was to be paid from the County's Pilot Program remaining funds.

Cumulatively, between the Pilot Program and Phase 2, Marion County has a balance of \$3,449.66 (\$5,030.91 - \$1,581.25) available to fund its respective portions of Phase 3.

Phase 3 Funding

To-date the majority, but not all, of the costs for Phase 3 have been incurred by the Authority. Costs to-date, for which the County will be charged its proportionate share, include irrigation audits, rain sensors and marketing, amounting to \$5,198.28 for Marion County's share. Additional costs anticipated for Marion County's portion of Phase 3 include follow-ups to be conducted with Marion County program participants. It is anticipated these follow-up costs will be approximately \$325 for

August 8, 2016
Ms. Tracy Straub
Phase 4, Regional Irrigation Program Letter of Agreement
Page Two

Marion County. Total Phase 3 costs for Marion County are therefore anticipated to be approximately \$5,523.28 (\$5,198.28 + \$325). The projected total Phase 3 costs for the County exceed the County's funds remaining from the Pilot Program by an estimated amount of \$1,748.62. The exact amount of the County's total Phase 3 costs will not be known until the Phase 3 program is completed in 2017. The Authority will invoice the County for these Phase 3 costs not covered by the Pilot Program remaining funds.

Phase 4 Funding

It is proposed that Phase 4 of the regional irrigation system evaluation program provide Marion County with approximately 90 on-site core evaluations including rain sensors, approximately 45 enhanced evaluations and approximately 34 follow-up inspections, administration of the contract, and marketing. Marion County's match for Phase 4 is currently estimated at \$18,000.

The Authority will pay all costs of Phase 4, requesting the 50 percent reimbursement from the District. The Authority will invoice Marion County for its proportionate share of actual costs incurred for activities conducted in Marion County.

A summary of the Pilot, Phase 2 and Phase 3 programs is enclosed showing the County's contributions and remaining funds and projected outstanding balance for Phase 3.

If you agree with the above, this letter will be used as an outline for the utilization of all funds remaining from the Pilot, Phase 2 and Phase 3 programs, and for the County's proportionate contributions to Phase 4 of the Regional Irrigation Evaluation Program.

I look forward to hearing from you regarding this matter. Should you have any questions or wish to discuss this matter, please contact me.

Sincerely,

Richard S. Owen, AICP Executive Director

Lahard L. Over

Enclosure

cc: WRWSA Board Members
Jacob Arnette, Marion County

Irrigation Evaluations Funding Summary Revised 07-01-2016

hase 3 (N640)	Remainder -	Actual ⁽⁵⁾	\$4,117.60	\$7,893.69	-\$1,748.62	\$10,262.67
ā	Actual To-	Date (4)	\$5,032.40	\$4,688.65	\$5,198.28	\$14,919.33
Cumulative		Remainder ⁽³⁾				
		Expended	\$15,362.50	\$11,930.16	\$9,050.34	\$36,343.00
		Advances	\$24,512.50	\$24,512.50	\$12,500.00	\$61,525.00
Phase 2 (N491)		Remainder	\$5,988.42	\$9,357.20	-\$1,581.25	\$13,764.37
		Expended ⁽²⁾	\$6,024.08	\$2,655.30	\$1,581.25	\$10,260.63
	Phase 2	Advance	\$12,012.50	\$12,012.50	\$0.00	\$24,025.00
Pilot Program (N278)		Remainder	\$3,161.58	\$3,225.14	\$5,030.91	\$11,417.63
	0	Expended ⁽¹⁾	\$9,338.42	\$9,274.86	\$7,469.09	\$26,082.37
	Phase 1	Advance	\$12,500.00	\$12,500.00	\$12,500.00	\$37,500.00
		County	Citrus	Hernando	Marion	Total

\$17,775.00 25% Total Budget for county contributions \$16,025.00 25% Budget without Admin Cost for county contributions

(1) WRWSA. Regional irrigation System Evaluation Pilot Program 2011-2014. Table 3.5.2. Expenditures Per Utility, Page 14. January 31, 2014. (2) WRWSA. Regional Irrigation System Evaluation Program Phase II Final Report. Table 3.7 Expenditures Per Utility, Page 8. November 18, 2015. Marion County amount is only Invoice # 4, all other invoices were paid by the County during the project.

(3) Amount available to fund Phase 3 (N640).

(4) One quarter of cost per county to-date. Does not include admin charges. Only outstanding expenses are for follow-ups.

(5) Available to fund Phase 4 for Citrus and Hernando. Amount owed by Marion for outstanding Phase 2 items and Phase 3.



Marion County Board of County Commissioners

Office of the County Engineer

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

August 17, 2016

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

RE: Marion County Liaison Agent for the FY 2016-2017 Water Conservation Grant

from the Withlacoochee Regional Water Supply Authority (WRWSA)

Dear Withlacoochee Regional Water Supply Authority:

Marion County has designated the following individual to serve as the Liaison Agent for the WRWSA Local Government Water Conservation Funding Assistance Program:

Jacob Arnette
Marion County BOCC
Office of the County Engineer
412 SE 25th Ave
Ocala, FL 34471
(352) 671-8672

E-mail: Jacob.arnette@marioncountyfl.org

Should you have any questions or concerns, please feel free to contact this office at (352) 671-8692.

Sincerely,

Tracy Straub County Engineer

"Meeting Needs by Exceeding Expectations"

Item 11.g.

Executive Director's Report

News Articles

Villages-News.com

Water-bottling opponents win hearing that could block plan to pump truckloads of water out of Sumter County

By Marv Balousek July 23, 2016

An administrative hearing will be held on a decision by the Southwest Florida Water Management District to approve a 20-year permit for an Ocala company to pump nearly 500,000 gallons of water daily from two springs along County Road 470 near Sumterville.

After rejecting several requests for a hearing, the district found requests by villagers Joe Flynn and Michael Schobinger "timely and substantial" enough to warrant a hearing. It may be held in early October.

The hearing by the state Division of Administrative Hearings is similar to an appeal of the permit approval and could overturn it. The district's staff attorney, Christopher Tumminia, requested the hearing in letters last week to Robert Cohen, the division's director and chief judge.

The permit was approved in early June despite public opposition. SWR Properties, also known as Spring Water Resources, applied for the permit last November.

The company plans to pump 496,000 gallons of water daily from Fern Spring and an unnamed spring on a 10.5-acre site it owns, according to the permit application. The well normally would operate 13 hours daily and fill 80 trucks with 6,200 gallons each, but in peak months, it would operate around-the-clock and pump 892,000 gallons, filling 144 trucks.

Azure Water of Leesburg has agreed to buy the water. That company supplies grocery, convenience and other stores with bottled water under several brand names.

In his 14-page hearing request, Flynn said SWR Properties did not demonstrate a need for the water. He said Azure Water, a small company, has indicated it won't be able to handle the entire volume for five years. He also claimed that the application contained misstatements and inaccuracies.

"I anticipate by issuing this permit, it will damage the future value of my home because of potential lack of water, water restrictions, damage to the environment (and) increase in the amount of money I spend on potable and non-potable water," Flynn wrote.

The permit application prompted more than 200 letters and emails to the water district opposing approval and spawned a local group called Protect Our Water.

Last month, about 400 people attended a meeting of the Sumter County Board of Commissioners at Colony Cottage Recreation Center, asking the board to oppose the permit. But chairman Garry Breeden said the board needed to remain objective. The board has authority to approve zoning, building permits and roadway improvements for the pumping station.

The Withlacoochee Regional Water Supply Authority discussed the case last week, but did not take a position.

Protect Our Water also wrote a letter to Gov. Rick Scott outlining its opposition to the permit, but has not yet received a response.

Flynn said the pumping station land is close to a private cemetery and that maps prepared by the U.S. Environmental Protection Agency indicate part of the area is in a flood plain.

Miami Herald

Regulators want to allow more toxic chemicals in Florida's water

By Mary Ellen Klas Herald/Times Tallahassee Bureau July 25, 2016

TALLAHASSEE

A state panel will decide Tuesday whether to allow polluters to increase the level of toxic chemicals they dump into Florida rivers and lakes as part of the first update of the state's water quality standards in 24 years.

The governor-appointed Environmental Regulatory Commission will vote on a rule proposed by state regulators that would increase the number of regulated chemicals allowed in drinking water from 54 to 92 chemicals and raise the allowed limits on more than two dozen known carcinogens — all currently regulated — from levels that are from 20 percent to 1,100 percent higher than current standards. The agency is reducing the allowed limits on 13 currently regulated chemicals, two of which are considered carcinogens.

The dozens of chemicals are among those released by oil and gas drilling companies (including fracking operations), dry cleaning companies, pulp and paper producers, wastewater treatment plants and agriculture. Many of these industries have come out in support of the new rule.

For environmentalists, the proposal is an unacceptable no-brainer.

"Toxic algae blooms in South Florida are making people sick, hurting our economy, closing our beaches and the Rick Scott administration wants to legalize even more toxic chemicals in our water?" said Linda Young, director of the Florida Clean Water Action Network, which is fighting the rule. "It's so crazy it seems unreal, and they're not even embarrassed by it."

For the Florida Department of Environmental Protection, which proposed the rule using its own new model for determining cancer risk, the measure is a long-overdue update required under the federal Clean Water Act. The agency last updated the list of regulated toxic chemicals in 1992 and began working on the new proposal in 2012, after years of review, said Dee Ann Miller, DEP spokesperson.

The draft rule incorporates new methods for understanding the amount of toxins that pose a human health hazard, Miller said. In addition to revising the standards on dozens of chemicals currently regulated, it will impose new regulations on 39 chemicals that the agency currently does not limit.

"DEP's and EPA's nationally recognized scientists have worked diligently for multiple years to develop the criteria, which incorporate both the EPA guidance and data specific to Florida," Miller said. "The criteria take into account how, and how much, Floridians eat seafood, drink, shower and swim, and set the limits necessary to protect us all from adverse health effects."

Among the chemicals on which DEP would impose new limits are cyanide and beryllium. The criteria also imposes stricter limits on a handful of current chemicals, such as the chlorinated solvent called trichloroethylene, or "trike" — a compound known to cause birth defects and cancer. The proposal would drop the allowed level in drinking water — from 2.7 to 1.3 parts per million.

Environmentalists say that most of the new criteria would weaken current guidelines, allow for toxin levels higher than the federal standard, impose no regulations on dioxins, and expose Floridians to higher cancer risk.

For example, benzene, a known carcinogen that environmentalists say is found in the wastewater of oil and gas fracking operations, would go from 1.18 parts per billion in Florida's drinking water to 2 parts per billion under the new criteria. The federal standard is 1.14 parts per billion.

The agency said it developed the new "probabilistic analysis" to be more Florida-specific, shielding people who consume large amounts of fish from the build up of dangerous toxins. It claims the new rule is stricter than the federal standards and were reviewed by "scientists at EPA, Florida Department of Health, four Florida universities and the California Environmental Protection Agency."

But environmentalists warn that no other state uses Florida's "probabilistic analysis" method for detecting cancer risk — for a reason. They argue that the assumptions in the state rule underestimate the amount of seafood Floridians eat and, because toxins that accumulate in fish or shellfish are passed along to humans who consume them, the cancer exposure will increase for people who eat Florida-caught seafood more than once per week.

For example, the environmentalists argue, where EPA standards allow for toxin levels that could cause cancer in 1 in a million people, the toxin levels allowed under the Florida methods increase the number of cancer victims to 1 in 100,000 people, or, in cases of people who eat fish daily, 1 in 10,000.

DEP's new cancer-risk measurement is supported by the pulp and paper industry which sees it as "more scientifically advanced as it addresses compounded conservatism, links risk targets with environmental concentrations, improves transparency and makes greater use of available of available data," wrote Jerry Schwartz of the American Forest and Paper Association in a letter to DEP last month.

But a petition signed by more than 2,700 people from across the state disagrees. The petition urged the agency to reject the rule and "to protect public health and the environment, not the wallets of the big polluters."

Although the public outcry over the proposed rule has been vigorous, DEP moved up the vote on the proposed rule from September to July 26 without offering a reason. The Environmental Regulation Commission hasn't met since December and two of the seven positions — the representative for the environmental community and another representing local government — have been left vacant by Gov. Rick Scott.

Former Gov. Bob Graham and the Florida Conservation Coalition, which represents more than 50 Florida environmental groups, wrote Scott on June 16 asking him to fill the posts but they never received a response. Democrats in Florida's congressional delegation sent a letter on Monday urging the commission to reject the new rules saying they "would threaten Florida's ecosystems and compromise Floridians' health and livelihoods."

Last week, several Miami-Dade County elected officials sent a letter to DEP Secretary Jon Steverson urging the agency to postpone the vote and seek more public comment, especially in South Florida. They argue rules "would result in increased concentrations of toxic chemicals in our waterways, threatening our water quality, public health, and water-based economies upon which millions of Floridians depend."

Tampa Bay Water warned of the weak structure the agency is using to enforce the rule, saying it was "relying on water utilities (some with very little resources) to identify threats from 'discharged substances.'

And Bud Nocera of the Fort Myers Beach Chamber of Commerce echoed the sentiments of several local officials when he wrote the rule did not "protect our island's tourism industry and the livelihood of our members by protecting our waters from toxic chemicals."

Meanwhile, many in the environmental community have concluded that the new rules, and the agency's decision to fast-track a vote Tuesday, are evidence that DEP may be laying the groundwork to bring fracking to Florida, Young said.

Several of the chemicals that will be allowed to be increased in Florida waters are related to the benzene and are believed to be used in fracking, she said. The Florida Legislature has three times tried and failed to pass legislation to prevent local governments from banning fracking and to shield the fracking chemicals used by the industry from public record. DEP has supported the legislation.

"The benzene thing is strictly for the oil and gas industry — for fracking," Young said. "There is no other explanation."

Mary Ellen Klas can be reached at meklas @MiamiHerald.com. Follow her on Twitter @MaryEllenKlas

News.WFSU.org

The Ripple Effect of Surface Water Standards

By Jim Ash July 25, 2016

Environmentalists are sounding the alarm as a commission weighs the state's plan for updating surface water pollution standards.

At a time when South Florida beaches are coated in a slimy toxic algae bloom, water pollution standards are even more of a lightning rod than usual. But the update is required by the federal Clean Water Act.

Florida Department of Environmental Protection deputy secretary Drew Bartlett says the proposal reflects the latest federal standards and covers more chemicals than ever before.

"We're taking those, applying them to Florida, adjusting our numbers up and down, but adding an additional 39 limits that currently don't have limits for different chemicals."

That would nearly double the chemicals and compounds the state regulates, officials say.

Buy it's the strength of the regulations that have critics concerned. Tallahassee emergency room physician Lonnie Draper is president of the Florida chapter of Physicians for Social Responsibility.

"So, any time that you add extra pollution to the environment, and especially if those pollutants are carcinogens, or highly toxic, or teratogenic, meaning that they create birth defects, we have a greater amount of concern."

But Bartlett says new health studies justify the proposal. The numbers may change, but the bottom line remains the same, Bartlett says.

"So there is absolutely no change in risk to the Floridian from these new numbers."

Critics say they're worried the state is using a different method than the federal government, or any other state, to determine the risk. Bartlett says the technique is more thorough and takes into account more human variables.

It will be up to Governor Rick Scott's Environmental Regulation Commission, to decide. The commission considers the proposal at a meeting Tuesday in Tallahassee.

News Releases for Southwest Florida Water Management District

District Approves Proposed Millage Rate

07/26/2016 12:00 AM EDT

The Governing Board of the Southwest Florida Water Management District (District) adopted a proposed FY2016-17 millage rate of 0.3317 mill, 4.9 percent lower than the current fiscal year. For the owner of a \$150,000 home with a \$50,000 homestead exemption, the District tax would be \$33 a year, or about \$2.76 per month. The fiscal year runs from Oct. 1, 2015, through Sept. 30, 2016. The total FY2015-16 proposed budget for the District is \$180.1 million.

The budget reflects the District's commitment to protect Florida's water resources and to improve Florida's economic vitality. All programs and projects advance the core mission of the District and are designed to provide the highest quality service to residents within the District.

The proposed budget includes more than \$67 million for Cooperative Funding Initiatives and District projects. The District funds are leveraged with its partners' resulting in a total investment of more than \$120 million for water resource management projects.

The District will hold a tentative budget hearing on Sept.13 at 5:01 p.m. at the Tampa Service Office, located at 7601 U.S. Highway 301. The Governing Board will vote on the final budget on Sept. 27 at 5:01 p.m., at the Tampa Service Office, located at 7601 U.S. Highway 301.

Miami Herald

State regulators approve rule to allow higher levels of carcinogens in state water

Florida regulators voted to approve a new water quality standard Tuesday that will increase the amount of cancer-causing toxins allowed in Florida's rivers and streams under a plan the state says will protect more Floridians than current standards.

The Environmental Regulation Commission voted 3-2 to approve a proposal drafted by state regulators that would increase the number of regulated chemicals from 54 to 92 allowed in rivers, streams and other sources of drinking water.

"We have not updated these parameters since 1992. It is more good than harm," said Cari Roth, a Tallahassee lawyer who represents developers on the commission and serves as its chair.

But the proposal, based on a one-of-a-kind scientific method developed by the Florida Department of Environmental Protection, and nicknamed "Monte Carlo," is being vigorously criticized by environmental groups. They warn the new standard will allow polluters to dump dangerous amounts of chemicals in high concentrations into Florida waters before they trigger the limits of the new rule, and allow Florida to adhere to standards that are weaker than federal guidelines.

"Monte Carlo gambling with our children's safety is unacceptable," said Marty Baum of Indian Riverkeeper, an environmental group based in Indian River County.

Under the proposal, the acceptable levels of toxins will be increased for more than two dozen known carcinogens and decreased for 13 currently regulated chemicals. DEP, however, touted the part of the plan that will impose new rules on 39 other chemicals that are not currently regulated, including two carcinogens.

"The department has left no stone unturned to develop science-based and legally defensible criteria," said Tom Frick, director of the DEP division of environmental management and restoration, at the day-long meeting.

DEP aggressively defended it proposal, saying it has been developing the criteria for more than a decade and was forced to develop a consistent model that could be defended in court. Drew Bartlett, assistant secretary at DEP said one of the most frequent questions is why the state can't retain the current levels relating to carcinogens while adopting new levels for all the other compounds.

"What would be wrong with keeping the current levels?" he said. "We're charged with implementing state law and federal law and those two laws don't make room for not basing the criteria on a scientific process because they have to be based on logic and facts."

Agency officials also defended the use of the Monte Carlo scientific method -- also known as "probabilistic analysis" -- saying it is more responsive to Florida variables by shielding people who consume large amounts of fish from the buildup of dangerous toxins.

The approach creates thousands of variables to calculate the health effects of being exposed to a lifetime of toxic chemicals by taking into consideration average body weight, drinking water consumption rate, fish and shellfish consumption rate, and the fat content of fish -- important because fat absorbs most of the toxins in seafood.

But during the seven-hour hearing in Tallahassee, more than three dozen members of the public, many representing environmental groups, raised concerns that the method, and the resulting state rule, is 80 to 90 percent less protective for most chemicals than the federal Environmental Protection Agency recommendations.

"We want this to happen but we'd like this to happen in a way that is actually going to protect human health in Florida," said Linda Young, executive director of the Florida Clean Water Network.

Commissioner Adam Gelber of Miami, who represents science and technical interests, opposed the rule. He commended the department but said he was not confident that the information was based on Florida data.

"I fear there is a fatal flaw," Gelber said. He questioned the decision by DEP to increase the allowed levels of benzene, a known carcinogen.

DEP initially proposed raising the standard from 1.18 parts per billion in Florida's drinking water sources to 3 parts per billion but, after public outcry, the agency revised its criteria and reduced the level to 2 parts per billion. The federal standard is 1.14 parts per billion.

"If we went back and adjusted the models, how would the other criteria drop?" he asked. "...It would appear to me there are some tweaks in the system that could be made across the board."

Environmentalists say they are suspicious that DEP has increased the levels of benzene, which is found in the wastewater of oil and gas fracking operations, in an effort to pave the way for fracking in Florida.

DEP officials, however, said that the science of benzene has changed in recent years resulting in the higher limits.

Also voting against the proposal was Commissioner Joe Joyce of Gainesville, who represents agricultural interests on the commission. He also raised questions about the unexplained rise in benzene levels and asked Bartlett if there was "any correlation between this rule and benzene and fracking?"

"We don't see a connection between this rule and fracking," Bartlett responded. The the audience jeered.

Commissioner Craig Varn, a lawyer from Tallahassee who was the DEP general counsel a year ago, supported the rule, saying the decision came down to whether was going to accept the new modeling method or not.

"I'm erring on the side of human health," he said. "Is it perfect, no?"

In an interview with the Herald/Times, Varn said he could not recall being involved in the development of the rule while he was general counsel.

Broward County's top environmental scientist was among those who urged the commission to reject the new rule, warning that it will lead to dangerous concentrations of chemicals that may not be detected by testing.

DEP's documents acknowledge that permits can be allowed to require companies to meet the water quality standard in a water body after the discharge has passed through what is known as "mixing zones," thereby allowing for dilution and diffusion of the pollution beyond the point of discharge before it is tested, said Jennifer Jurado, director of Broward County environmental planning and community resilience division.

By contrast, she said, Broward County water quality criteria imposes a stricter standard, imposing water quality testing at the end of the pipe where the chemicals are discharged into a water body.

"So there is a lot of flexibility, depending on how they choose to apply the standard, that creates an exposure," she said.

Frick of DEP disagreed with portraying the rule as weakening standards.

"That opinion is false," he said. "DEP He said the misunderstanding is based on the new method used by DEP for setting the criteria and the fact that some of the criteria raises the allowable limits on some compounds.

"Our focus is applying the best applicable science," he said.

The commission was scolded for not having its full complement of members while agreeing to reschedule the vote on the controversial rules from September to July.

As the commission was about to take a vote, John Moran, who identified himself as a graduate student from Stanford University, walked to the dias and sat in an open chair.

"The governor has spat on our decision process by keeping these seats vacant for over a year," he said. DEP security escorted him out and the commission voted.

Posted by Mary Ellen Klas on Tuesday, Jul. 26, 2016 at 4:51 PM

Orlando Sentinel

Steve Crisafulli: Florida's science-based water policy good for short, long term

By Steve Crisafulli, Guest Columnist July 27, 2016

It is impossible to overstate the importance of water to our state. Florida requires a clean and abundant water supply to protect our health, grow our food, advance our economy, sustain our natural resources, and support our way of life.

Because water knows no boundaries as it passes freely across geographical and political borders, water policy can be a complicated mix of local, state, and federal rules and laws. Such a dynamic can lead to finger-pointing, buck-passing, or emotional action taken only in times of crisis.

At the state level, Florida has embarked on a different approach.

This year, the Florida Legislature, in cooperation with Gov. Rick Scott, Agriculture Commissioner Adam Putnam, Florida's water-management districts, environmental groups such as the Nature Conservancy, the Everglades Foundation, and Audubon Florida, land owners, business groups, and community leaders, passed Senate Bill 552, the first comprehensive water-policy bill in decades.

The bill was crafted based on three ideals gleaned from the broad-based group of water advocates and policymakers: It is comprehensive, adaptable, and has both long-term and short-term strategies. It represents a science-based approach to water policy that requires regional cooperation and appropriate oversight at the state level. Complementing the bill is a significant increase in funding for water improvement and restoration projects across the state.

The bill covers nearly every aspect of water policy, but it can be summarized in four categories.

First, it creates the Florida Springs and Aquifer Protection Act. The act expedites protection and restoration of the water flow and water quality in the aquifer and all 33 of Florida's historic first-magnitude springs including their associated spring runs, as well as De Leon, Peacock, Poe, Rock, Wekiwa and Gemini Springs.

Second, the bill ensures the appropriate governmental entities will continue to develop and implement uniform water-supply planning, consumptive water-use permitting, and resource protection programs for the area encompassed by the Central Florida Water Initiative. The CFWI is a collaborative regional water-supply endeavor to protect, conserve and restore the water resources of Orange, Osceola, Seminole and Polk counties, and southern Lake County.

Third, the bill updates and restructures the Northern Everglades and Estuaries Act to reflect and build upon the Department of Environmental Protection's completion of basin-management action plans for Lake Okeechobee, the Caloosahatchee Estuary, and the St. Lucie River and Estuary, DEP's continuing development of a BMAP for the inland portion of the Caloosahatchee River watershed, and the Department of Agriculture and Consumer Services' implementation of best-management practices in the three basins. The BMAPs will include the construction of water projects, water-monitoring programs, and the implementation, verification and enforcement of BMPs within these watersheds.

Fourth, the bill modifies water-supply and resource-planning documents and processes to provide more robust representations of the state's water needs and goals. These changes are intended to make Florida's planning efforts more useful in identifying technically and financially feasible projects to meet the state's water supply needs.

In addition to SB 552, the Legislature also passed the Legacy Florida program, an initiative that will provide clean water to Florida's growing population and aid us in completing the decades-long restoration of the Florida Everglades. To advance the state's commitment to restoring the Greater Everglades, the 2016 Legislature dedicated a minimum of \$200 million each year to restore the Florida Everglades. This bill received high praise from the Everglades Foundation, which called it a "sound investment that will protect and preserve America's Everglades, this national treasure."

Our water challenges did not manifest overnight and these efforts will not instantly erase years of mistakes and neglect. However, the work that culminated in SB 552 along with the resolve of future community and government leaders will allow Florida to continue moving forward and building for the future to ensure our water is protected, maintained, and available for future generations.

Steve Crisafulli, speaker of the Florida House of Representatives, is a Republican representing 51st District, which is located in northern Brevard County.

Bay News 9

Florida regulators OK plan to increase toxins in water

Last Updated: Tuesday, July 26, 2016

TALLAHASSEE, Fla. --

(AP) Despite the objection of environmental groups, state environmental regulators voted Tuesday to approve new standards that will increase the amount of cancer-causing toxins allowed in Florida's rivers and streams under a plan the state says will protect more Floridians than current standards.

The Environmental Regulation Commission voted 3-2 to approve a proposal that would increase the number of regulated chemicals from 54 to 92 allowed in rivers, streams and other sources of drinking water, news media outlets reported. The final vote came after hours of discussion, protests and emotional testimony.

The Tallahassee Democrat reported (http://on.tdo.com/2atr6Pb) that one man called members of the commission who are appointed by Gov. Rick Scott "baby killers" after the vote.

The Miami Herald (http://hrld.us/29XQXxu) reports that under the proposal, acceptable levels of toxins will be increased for more than two dozen known carcinogens and decreased for 13 currently regulated chemicals. State officials back the plan because it places new rules on 39 other chemicals that are not currently regulated.

"We have not updated these parameters since 1992. It is more good than harm," said Cari Roth, a Tallahassee lawyer who represents developers on the commission and serves as its chair.

The standards still must be reviewed by the U.S. Environmental Protection Agency, but the Scott administration came under withering criticism for pushing the proposal at this time. That's because there are two vacancies on the commission, including one for a commissioner who is supposed to represent the environmental community.

"This is beyond outrageous," Linda Young, executive director of the Florida Clean Water Network, was quoted by the Democrat as saying. "This is a wholesale denial in Florida of the value of our lives. This is our governor, who is the person who's driving this, saying Floridians' lives don't matter. What matters are our industries, our corporations making more money. And they can do that by putting more pollution in our waters."

One of the commissioners who voted against the new standards questioned if the changes were being done to assist companies that want to pursue a type of oil and gas drilling known as fracking.

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Politico.com

Divided panel approves DEP's water quality criteria amid protests, angry Democrats, industry complaints

By Bruce Ritchie 07/26/16 07:07 PM EDT

TALLAHASSEE — A sharply divided state Environmental Regulation Commission voted Tuesday to approve controversial new water quality criteria despite environmentalists' warning of cancer risks and industry representatives saying the government was overstepping its authority.

The Department of Environmental Protection proposed a rule change to increase limits on 23 chemicals in water bodies that supply drinking water while decreasing limits on 17 chemicals. There would be no change for nine chemicals and new limits would be set for nearly 40.

Environmentalists say the proposal would put more Floridians at risk for cancer, but the department said it is not weakening standards and is updating criteria based on new science.

Some of the dozens of environmental speakers at the meeting in Tallahassee said the sevenmember commission should delay the vote because of vacant seats for local government and environmental representatives.

John Moran, identified on the Stanford University web site as a graduate student in anthropology, was led away by law enforcement officers as he took the dais just prior to the vote.

"The environmental community hasn't been given a vote," Moran said to a smattering of applause. "The governor spat on our democratic process by keeping those seats vacant for over a year."

One officer said Moran was released after he agreed to leave the DEP building. A spokeswoman for Gov. Rick Scott said Tuesday anyone is welcome to apply for the positions.

Industry groups said the proposal was too far-reaching and that data to support it was lacking. DEP staff and commission chairman Cari Roth cited the opposition from both sides prior to the 3-2 vote to approve.

"Maybe we've picked the perfect equilibrium of dissatisfaction," Roth said.

But Joe Joyce and Adam Gelber, the two commissioners voting against the proposal, said they were concerned about a lack of Florida-specific data for fish consumption and water bodies.

Craig Varn, who was DEP's general counsel until from March 2015 to April 2016 and was appointed to the commission in May, voted for the rule change. He told reporters he wasn't involved in crafting the proposal while at the department.

Following the vote, U. S. Sen. Bill Nelson and other Democrats on Florida's congressional delegation issued statements criticizing the action.

DEP officials said they next expect to have to defend against a legal challenge to the rule change. They denied by environmentalists and U. S. Rep. Gwen Graham, a Democrat from Tallahassee, that the proposal was intended to help the oil and gas industry conduct fracking.

Graham later tweeted: "Floridians from across the state traveled to express [their] concerns, today, and the Environmental Regulation Commission ignored them."

Linda Young, whose Clean Water Network of Florida earlier filed a petition with the U. S. Environmental Protection Agency to force the state to update its criteria, said she will file a legal challenge if federal agency approves Florida's criteria.

"That is the disappointing thing for me. There are so many people in these decision-making positions who are willing to sacrifice Floridians for industry to have greater financial benefit from," Young said after the vote.

Numerous speakers during the meeting criticized DEP for the proposal and said it was symptomatic of Florida's lack of environmental protection.

"I can tell you that there is an appalling lack of trust in DEP and DEP science today — it is well earned," said David Kearns of Palm Bay, a Democratic candidate running unopposed in the primary for House District 53.

Representatives of Martin and Broward counties also voiced their counties' opposition to the state proposal.

"We believe it is a matter of responsibility to employ more conservative and protective values when we are dealing with health-based criteria," said Jennifer Jurado, director of Broward County's Environmental Planning and Community Resilience Division.

DEP Deputy Secretary Drew Bartlett said the rule-making was "very emotional, but we needed to get it done for Floridians." He said he expected to have to defend the proposal in a state legal challenge.

"The only thing we do is we take the science, we try to figure out how to use the science to best protect Floridians," Bartlett said, responding to criticism of the department. "That's exactly what we did here."

Industry representatives said the proposed rule change went too far and was based on federal EPA methodology that should be rejected by the state.

"This is just EPA's preference, which doesn't have any support in policy or in law," said Greg Munson, a former DEP deputy secretary who represents the Florida Pulp and Paper Association and Associated Industries of Florida.

Industry representatives could not be reached after the meeting to say whether they would challenge the action.

After the approval on Tuesday, Nelson and eight congressional Democrats from Florida sent a letter to EPA director Gina McCarthy objecting to the state's proposal and raising concerns about the vacant environmental seat on the commission.

"We urge you to provide a more appropriate public comment period for the proposal and to carefully evaluate each proposed human health criteria to ensure the utmost protection for our population, environment and economy," they wrote.

DEP says it has held 11 public workshops around the state since 2012 as part of the rule-making, including three workshops in May.

Sunshine State News

State Panel Backs Controversial Water Standards

By Jim Turner News Service of Florida July 26, 2016 - 10:00pm

A state regulatory panel Tuesday narrowly approved the first changes to Florida's surface-water quality standards in nearly a quarter-century, despite objections from environmentalists who argued the new criteria potentially create more health hazards.

The Environmental Regulation Commission, whose members are appointed by Gov. Rick Scott, voted 3-2 to support changes that increase the number of regulated chemicals allowed in waterways.

The plan also imposes tougher limits on some chemicals, such as cyanide and beryllium, while reducing the levels on others, including benzene, a byproduct of the controversial drilling process known as fracking.

In supporting the changes, commission Chairwoman Cari Roth said it would be worse to delay the vote or implementation and that the state Department of Environmental Protection will have to defend the rules in future administrative hearings.

"We have not updated these parameters since 1992. There is more good than harm," said Roth, a Tallahassee attorney. "The practical effect is, it is not going to increase the amount of toxins going into our waters."

In voting against the changes, Commissioner Adam Gelber, a senior scientist at a Miami consulting firm, said the numbers don't appear "local enough to Florida."

"It would appear there are tweaks in the system that could be made across the board," Gelber said.

U.S. Sen. Bill Nelson, D-Fla., and eight Democratic members of the U.S. House quickly sent a letter Tuesday to federal Environmental Protection Agency Administrator Gina McCarthy, saying they have "serious concerns" about the changes, which will be sent to the federal agency for review and approval.

"We urge you to provide a more appropriate public comment period for the proposal and to carefully evaluate each proposed human health criteria to ensure the utmost protection for our population, environment, and economy," the letter said.

The state Department of Environmental Protection contends the "Florida specific" changes will ensure that people will be able to continue eating fish and drinking water and says there is no tie between the rule changes and fracking.

Tom Frick, director of the department's Division of Developmental Assessment, said the reclassifications have been under review for four years and are based on federal Environmental Protection Agency guidelines.

"The department has left no stone unturned in developing science-based, legally defensible criteria," Frick told the panel.

But critics during the daylong hearing expressed concern that the new standards will continue to degrade water quality in a state that is already facing major problems with toxic algae blooms on both coasts.

Anne Harvey Holbrook, staff attorney for the Save the Manatee Club, argued that more study is needed on the health impacts of the changes and that the final decision should be delayed until Scott fills two vacant slots on the panel.

"The technical supporting document acknowledges that the rule fails to address long-term health threats to children," Holbrook said. "And we argue that the rule accepts a too high risk for fishermen."

The vacant commission seats are slotted to representatives of the environment community and local governments.

Curtis Osceola, representing the Miccosukee Tribe of Indians of Florida, also called for a delay in the vote until the tribe could further review the proposal. Osceola said the tribe's water-quality standards were not taken into account when the changes were drafted.

"The tribe maintains its own water quality standards, and all waters on Miccosukee land must maintain the standards for the protection of the Miccosukee, their culture and tribal lands and the Everglades," Osceola said.

The federal EPA approved the tribe's water standards in 1999, Osceola said.

On Monday, Department of Environmental Protection Secretary Jon Steverson sent out a statement defending the state changes.

"Moving forward with the proposed criteria will nearly double the number of chemicals that the department will be able to regulate using stringent and protective criteria so we can continue to provide better public health protection for our state," Steverson said in a release.

Steverson's statement followed a request to the panel from Florida's congressional Democrats to reject the changes. Democrats said Tuesday the changes will lower standards and allow higher levels of some toxic substances in surface waters.

Former U.S. Rep. Joe Garcia, who is seeking to return to Congress in a South Florida district, said the vote gives "polluters the green light to contaminate our lakes, rivers and coasts," while U.S. Rep. Gwen Graham, called the vote "insulting."

"Allowing more cancer causing chemicals after the disaster in Flint is unconscionable," Graham, a Tallahassee Democrat, said, referring to highly publicized problems with lead in drinking water in Flint, Mich.

FDEP

SPRINGS COAST RESTORATION PROJECTS APPROVED TO RECEIVE \$15 MILLION IN FUNDING

~Collaboration enables more comprehensive and efficient approach to restoration~

FOR IMMEDIATE RELEASE: July 26, 2016

CONTACT: DEP Press Office, 850.245.2112, DEPNews@dep.state.fl.us

Tallahassee, Fla. – Secretary Jon Steverson announces that under the leadership of Governor Rick Scott, the Florida Department of Environmental Protection and the Florida Water Management Districts have identified 35 springs projects to receive more than \$56.6 million included in the 2016-17 "FLORIDA FIRST" budget, the highest amount ever provided for Florida's springs. DEP and the Southwest Florida Water Management District (SWFWMD) have approved seven springs restoration projects in Citrus and Hernando counties. These projects will receive more than \$12 million in state funding from Legacy Florida through the department's Division of Water Restoration Assistance program. This funding is expected to leverage nearly \$3 million in matching funds for a total of \$15 million.

Governor Rick Scott said, "Florida's beautiful springs are one of our state's greatest natural treasures and help attract families, visitors and job creators. Since 2013, the state has provided more than \$135 million for springs restoration, the highest amount of funding in Florida's history. The funding for these potential projects shows our continued commitment to protecting our springs, and I look forward to seeing them implemented so Florida's natural treasures can be enjoyed for generations to come."

DEP Secretary Jon Steverson said, "I would like to thank Governor Scott and the Florida Legislature for their ongoing support of springs restoration. The springs projects that will be implemented because of this funding will make a difference in improving environmental conditions and enhancing local communities."

Southwest Florida Water Management District Executive Director Brian Armstrong said, "We appreciate the support from both Governor Scott and the Legislature. The funds will allow the District to continue the important work of revitalizing and restoring the waters along our Springs Coast, an area which continues to be a unique destination for both our citizens and visitors."

The project development process is a collaborative effort among the department, water management districts, community leaders and local stakeholders. Projects are selected based on pollutant reduction, water conservation, cost effectiveness and available matching dollars. These seven selected projects will benefit the Crystal River/Kings Bay springs, Homosassa Springs, Weeki Wachee Springs and the Upper Floridan Aquifer.

A few of the Southwest Florida Water Management District springs projects include:

Crystal River/Kings Bay Springs Group Reclaimed Water Interconnection: Awarded \$4.2 million from DEP and a \$2.2 million local match to design, permit and connect the Meadowcrest wastewater treatment facility's reclaimed water to the city of Crystal River's reclaimed water line that delivers water to the Duke Energy Complex. The project will provide 440,000 gallons per day of reclaimed water. In addition, the project will provide approximately 13.000 pounds per year in nutrient reduction within the Crystal River/Kings Bay springshed.

Crystal River/Kings Bay Springs Group Septic-to-Sewer: Awarded \$900,000 from DEP and a \$100,000 local match to design, permit and construct the municipal sanitary sewer system for the Indian Waters area of Crystal River. The project will include sewer pipe and components necessary to connect septic system users to the city of Crystal River's central sewer system. The project will also provide approximately 1,870 pounds per year in nutrient reduction within the Crystal River/Kings Bay springshed.

Weeki Wachee Spring Group Advanced Wastewater Treatment: Awarded \$3.4 million from DEP and a \$256,300 local match to connect several private wastewater package plants within the Weeki Wachee, Homosassa and Aripeka springsheds to Hernando County's central wastewater collection system, reducing nutrients by approximately 1,369 pounds per year. The project will increase the availability of reclaimed water for beneficial reuse or recharge.

The 35 projects statewide that have been selected to receive more than \$56.6 million in state funding are expected to leverage another \$33.1 million in matching funds. This brings the total state and local investment in springs projects to more than \$275 million during the past four years.

SOUTHEAST AG NET

Florida Defends Amendment 1 Spending

by Randall - August 4, 2016

Attorneys for the House and Senate this week fired back in a legal battle about whether lawmakers have improperly carried out a 2014 constitutional amendment that seeks to boost conservation efforts.

The dispute centers on the voter-approved Amendment 1, which requires the state to set aside a portion of real-estate documentary stamp tax revenues for land acquisition, restoration and management. Environmental groups last year filed a lawsuit in Leon County circuit court alleging that the Legislature had improperly used a large part of the money for expenses such as salaries and agency operations. The groups filed a motion for summary judgment June 1, prompting House and Senate attorneys to respond in a 46-page document filed Monday. The response focused, in part, on an emphasis by lawmakers on land management.

"While plaintiffs (the environmental groups) might have struck a different balance than that struck by the Legislature — appropriating more money for acquisition and less for the state's pressing land management needs — the Constitution commits that policy decision to the Legislature," the response said. "Within constitutional limits, the Legislature alone is responsible for the appropriation of public funds. The Constitution, in turn, authorizes a range of conservation activities, including 'management,' which plaintiffs struggle to efface from the Constitution."

In the June 1 motion for summary judgment, however, the environmental groups argued that the court should order lawmakers to transfer \$299 million of state general revenue into the Amendment 1 trust fund because of improper spending.

"Plaintiffs are entitled to summary judgment because Amendment One prohibits the Legislature from appropriating land acquisition and restoration funds for any other purpose, but the Legislature appropriated most Amendment One moneys to salaries and ordinary expenses of four state agencies," the motion said. "That the Legislature appropriated funds for those purposes is not in dispute, and as a matter of law those appropriations are unconstitutional."

Villages-News.com

Opponents of water-pumping plan gathering steam in battle to overturn permit

By Marv Balousek August 6, 2016

Opponents of a plan to withdraw nearly 500,000 gallons of water daily from two springs near Sumterville are building their case to overturn the 20-year permit, claiming the Ocala company's application contains inaccurate information.

Representing the citizens group Protect Our Water, Villager Ken Werremeyer said the two springs, Fern Spring and an unnamed spring, are not really springs at all, but vents in the karst formation, a landscape formed by dissolution of soluble rocks. The company analyzed water flow rates and other impacts in its application.

"The statement there are two natural springs is based on untrue and inaccurate information and its submission should not have been included in the application for the permit," Werremeyer wrote in a letter to Brian Armstrong, executive director of the Southwest Florida Water Management District.

He also wrote that a large sinkhole about 600 feet west of the proposed well was not identified in the application or supporting materials and that the Historic Sumterville Cemetery, within 200 feet of the well location, also was not mentioned.

In a written response to Werremeyer, Darrin Herbst, chief of the state Water Use Permit Bureau, outlined the criteria for a permit application, which include that the proposed use is beneficial, in the public interest and will not harm water resources. Herbst wrote than he could not discuss pending litigation.

SWR Properties of Ocala, also known as Spring Water Resources, plans to pump 496,000 gallons of water daily from Fern Spring and an unnamed spring on a 10.5-acre site it owns. According to the permit application, the well normally would operate 13 hours daily and fill 80 trucks with 6,200 gallons each, but in peak months, it would operate around-the-clock and pump 892,000 gallons, filling 144 trucks.

As part of its application, SWR Properties presented a hydrological analysis of the project's impact on the two springs and the Florida aquifer.

The analysis estimated the well would lower the surficial aquifer by 0.4 feet and would lower the Florida aquifer by 0.25 feet. Estimated flow rates of the two springs are 11.8 million gallons a day

The permit was approved in early June despite public opposition. The water management district found requests by two villagers "timely and substantial" enough to grant an administrative hearing in the case, which may be held in early October. The hearing by the state Division of Administrative Hearings is similar to an appeal of the permit approval and could overturn it.

St. Johns River Water Management District News Releases

North Florida water supply planning continues to make progress

Contact: Teresa Monson, (904) 730-6258 (Office) or (904) 545-5064 (Cell), tmonson@sjrwmd.com

PALATKA, Fla., Aug. 9, 2016 -- The St. Johns River Water Management District continues to move forward with water supply planning in north Florida, addressing governing board and stakeholders' questions in preparation for the release of the draft for public comment in September. Staff provided an update today to the district's governing board.

"Water supply planning is important because it seeks the balance between ensuring water is available for people, homes, businesses, agriculture and other users, while at the same time ensuring enough water is available for the environment," said St. Johns River Water Management District Executive Director Dr. Ann Shortelle. "The planning process involves stakeholders from partnering water management districts, water suppliers, agriculture and the public and helps us identify how much water we will need over the next 20 years, how much we can realistically achieve through water conservation and where water utilities may look to supplement their groundwater withdrawals."

In July, board members and stakeholders posed a number of questions and comments regarding the Northeast Florida-Southeast Georgia groundwater flow model. Staff have been working diligently to address those questions. Additionally, staff are developing the means for users to easily run the entire model, as well as a way to allow stakeholders to conduct additional analyses of the model.

Staff anticipate presenting the draft North Florida regional water supply plan to the board at its Sept. 13 meeting and releasing it for public comment immediately after the meeting. Workshops are expected in mid to late October to stay on track for board approval in December.

Board approves contract to continue longtime water data partnership

Contact: Teresa Monson, (904) 730-6258 (Office) or (904) 545-5064 (Cell), tmonson@sjrwmd.com

PALATKA, Fla., Aug. 9, 2016 -- For more than 40 years, the St. Johns River Water Management District and U.S. Geological Survey (USGS) have collaborated on data collection and analysis, sharing water quality and water level information that both agencies use to protect Florida's water resources. Today, the district's Governing Board approved its annual joint funding agreement with the USGS, which currently calls for monitoring 71 sites in springs, rivers and streams throughout the district.

"Water monitoring provides us with a better understanding of the complex interactions that take place in our waterways," said St. Johns River Water Management District Executive Director Dr. Ann Shortelle. "Sharing data between agencies avoids duplication of efforts and ultimately saves taxpayer money while providing the information we need to make sound decisions. The fact that we have partnered with USGS on data collection since 1974 is fantastic."

The district operates and maintains more than 2,000 monitoring stations throughout the district and processes data from approximately 350 additional sites collected by county and municipal agencies through mutual agreement or by the USGS under contract to the district. More than 8 million measurements are collected, verified, processed and stored each year.

The agreement approved by the board provides \$938,450 toward long-term hydrologic data collection continuous water level and discharge at 10 main stem sites in the St. Johns River, as well as numerous tributaries to the river. Also, the USGS collects continuous water quality at five sites in the St. Johns River.

While the data is used by scientists and engineers in the district's decision making, much of it is also publicly available on the USGS website at http://waterwatch.usgs.gov/. To view water data on the district's website, visit http://www.sirwmd.com/hydroconditionsreport/.

Below average rainfall reveals dry July

Contact: Danielle Spears, (407) 659-4836 (Office) or (407) 961-3838 (Cell), dspears@sjrwmd.com

PALATKA, Fla., Aug. 9, 2016 -- July was an unusually dry month across the St. Johns River Water Management District's 18-county service area. The district's monthly hydrologic conditions report shows that total rainfall over the past 12 months is more than 4 inches lower than average.

"July's dry conditions are a reminder that to provide sufficient water for users and the environment, we must continue stressing the need for water conservation year-round," said St. Johns River Water Management District Executive Director Dr. Ann Shortelle. "Making small changes, like using Waterwise landscaping and proper irrigation, can help conserve water during dry months as well as safeguard future water supplies."

Each county experienced significantly less than average rainfall, with the coastal counties experiencing the greatest deficit. The low rainfall for the month is noteworthy given July is considered part of Florida's rainy season. However, due to the very high rainfall during the months prior to July, southern Brevard, Indian River, Osceola and Okeechobee counties remain above average for the previous 12 months.

- Brevard and St. Johns each averaged only 1.9 inches, which is around 70 percent less than average rainfall.
- St. Johns County received 1.86 inches, which is 3.84 inches less than average.
- Seminole County received 2.99 inches, which is 4.17 less than average.
- Lake County received 4.59 inches, the greatest monthly total rainfall across the district's 18-county service area.
- Baker and Flagler counties experienced the greatest deficits with 23 percent and 21 percent lower than average rainfall in the last 12 months, respectively.

The full report was presented at today's Governing Board meeting. The district's hydrologic data collection program collects, processes, manages and disseminates hydrologic and meteorological data that are used for consumptive use permitting, water shortage management, establishment of minimum flows and levels, water supply planning and management, environmental protection and restoration projects, and operation of district flood control facilities.

County by county precipitation reports and other data is available online at www.sjrwmd.com/hydroconditionsreport.

District donates dozens of surplus items to REDI community partners

Contact: Teresa Monson, (904) 730-6258 (Office) or (904) 545-5064 (Cell), tmonson@sjrwmd.com

PALATKA, Fla., Aug. 11, 2016 -- Putnam County schools and the cities of Bunnell, Hawthorne and Palatka are again benefitting from dozens of items surplused from the St. Johns River Water Management District.

"I'm delighted to assist our Rural Economic Development Initiative (REDI) community partners by providing our used computer equipment, vehicles, office furniture and tools to help them improve services to our shared constituents," said St. Johns River Water Management District Executive Director Dr. Ann Shortelle. "Rural communities, many of which are farming communities, are important to our state, and I'm proud the district is able to lend a helping hand."

The district's Governing Board on Tuesday approved the surplus of more than 75 items - from laptops and filing cabinets to floor jacks and bench grinders to tractor fenders and disc blades. The district routinely disposes of items that are obsolete, serve no useful function, are uneconomical or inefficient for continued use, or have exceeded their useful service life.

A REDI community is economically disadvantaged and may also be unincorporated federal enterprise communities, or an incorporated rural city that is not located in a designated rural county. Funding for REDI communities may be used to sustain and enhance safe drinking water supplies as well as maintain and enhance wastewater systems. For more information about REDI funding opportunities, visit the district's website at www.sjrwmd.com/funding/FY2015-2016/REDI.html.

New smart meter technology promotes water savings in Ocoee

Contact Danielle Spears, (407) 659-4836 (Office) or (407) 961-3838 (Cell), dspears@sjrwmd.com

MAITLAND, Fla., Aug. 12, 2016 -- The St. Johns River Water Management District is partnering with the city of Ocoee in Orange County to help fund smart meter technology that aims to reduce water use and streamline other water conservation efforts.

"We're proud to partner with Ocoee and help further expand their water conservation efforts," said St. Johns River Water Management District Executive Director Dr. Ann Shortelle. "By ensuring sustainable use of our water, this project will directly benefit the Central Florida Water Initiative by reducing groundwater demands and by supporting minimum flows and levels."

"The city of Ocoee is honored to have been chosen as a recipient for the district's cost-share program," said Charles Smith, utilities director for the city of Ocoee. "We are excited to upgrade our systems to further promote the success of our Water Conservation Program and the water conservation efforts of the St. Johns River Water Management District."

Building upon previously established water conservation programs, Ocoee is using the funds to replace traditional water meters with smart meters. The smart meters pair with technology that provides real-time water usage reports, alerting users to leaks, high water use and irrigation issues. Installation of 900 smart meters is nearly complete and when finished, the project will have replaced nearly 10,000 traditional meters.

The goal of the project is to reduce water use through customer awareness. The program was selected for funding because it benefits water supply by conserving groundwater through improved water use efficiency.

District funding for the project spans several years. During the district's 2015-2016 fiscal year, Ocoee's project received \$55,735. In the 2016-2017 fiscal year, the city is scheduled to receive \$1.1 million from the district's cost-share program, which assists in funding projects related to enhancing water conservation efforts as well as developing sustainable water resources and providing flood protection.

For more information about the district's cost-share program, visit www.sjrwmd.com/funding.

WFSU

Gov. Scott Wades Into Water Fight

By Nick Evans • Aug. 15, 2016

With state lawmakers tussling over water policy ahead of next year's legislative session, the governor is reiterating his bid for cleaner water. He's also asking the feds for money to clean up algae.

At a Friday press event, Governor Rick Scott touted his plan to get more residents connected to sewer lines.

"I did propose for next session that we would be a partner with the locals to deal with the septic tank issue," Scott said, "which part of the runoff is caused by septic tank and part of it caused by water coming out of Lake Okeechobee when we have a lot of water."

Incoming Senate president Joe Negron is pushing for new water storage and treatment south of the lake to reduce the need for discharges. That runoff has led to algae blooms in the Caloosahatchee River and along the Treasure Coast.

To deal with that, Scott is asking again for a federal declaration of emergency.

TCPalm reports he filed the appeal Sunday.

Rivers in Central and South Florida have been choked with algae since the Army Corps of Engineers began discharging water from Lake Okeechobee earlier this year. Scott declared a Florida state of emergency in June to free up funds, but in July officials denied his request for a federal declaration.

The Federal Emergency Management Agency reasoned Florida hadn't shown it was incapable of handling the problem on its own.

Ocala Star Banner

Deal could conserve land along Rainbow River

The ideal sale would include Swiftmud buying as much as 180 acres of the remaining Rainbow River Ranch land, developer Jim Gissy said.

By Fred Hiers

Posted Aug 17, 2016 at 5:45 p.m. / updated Aug. 18, 2016 at 8:01 a.m.

Almost as soon as Minnesota-based Jerry Dodd and his Conservation Land Group LLC bought Rainbow River Ranch and announced plans to build as many as 350 homes near the Rainbow River, Dunnellon-area environmentalists and many residents dug in their heels and fought his plans at the ballot box and in court.

In the end, it looks like it's going to take another developer, teaming with the same environmentalists who opposed developing the 250-plus acres of Rainbow River Ranch, to put most of the property in the public's hands. That could happen within the next six months.

That is what Orlando-based developer Jim Gissy has in mind.

Last month Gissy bought 57 acres of land from Dodd. Gissy said he has no immediate plans for his property but might build a low-impact, high-end resort on the land with a focus on ecotourism for its guests.

Gissy is not stopping there and has bigger hopes.

He is meeting regularly with the Southwest Florida Water Management District. His plan is to buy the remaining 205 acres of Rainbow River Ranch and then sell off to Swiftmud whatever portion it wants at the same price he paid for it.

THE PROPERTY IN QUESTION

The water management district told the Star-Banner that the Rainbow River Ranch property is high on its real estate list, and it has started the process of determining what portion it wants and a fair market value for the land.

Gissy said he has an option with Dodd to buy the remaining 205 acres and is working closely with Swiftmud. What the district doesn't want, Gissy said he would keep for himself.

Gissy said he can buy the remaining Rainbow River Ranch land for \$6,596,000, putting the cost per acre at \$32,175. "I've got the price down now to below fair market," Gissy told the Star-Banner.

The ideal sale would include Swiftmud buying as much as 180 acres of the remaining land, Gissy said, which would allow him to keep the rest for parking for his future hotel employees and maybe horse stall for horses for guests to ride as part of their ecotourism stay.

"At this price they need to step up and write the damn check," he said of Swiftmud.

Ken Frink, Swiftmud's operations, lands and resource monitoring division director, said the water district staff is looking to see what part of the property would be suitable to buy.

"(Gissy) asked us to put together some options and we're doing that," Frink said. "Once we agree on the footprint of the property (Swiftmud wants to buy), we'll get financial appraisals."

Frink said the water district was intent on buying the land if the price was right.

"If you look at our springs task force (goals) ... the purchase of that property is one of the top things we can do to protect the river," Frink said.

Frink said Swiftmud had been trying to buy the land from Dodd for the past several years, but Dodd was asking for too much money.

"The price expectation of the owner was significantly over appraised value," Frink said.

Frink said he hopes to close a land deal with Gissy within six months.

The unwanted nutrient pollution, mostly due to human activity, has continued to climb exponentially in the past 60 years. By some accounts, the nitrate levels, which contribute to unwanted algae growth, are more than 100 times greater than historical levels.

Gissy said he is pressing Swiftmud to speed its purchase along.

"This is a deal of a lifetime for the state," Gissy said, adding later, "I'm handing it to them on a silver platter." Gissy also owns the privately held Gissy Springs off of Southwest 177th Avenue Road in Dunnellon.

Gissy bought 108 acres around the spring and spent about \$400,000 cleaning out the overgrown water that was leading to the Rainbow River. Gissy said his efforts restoring the spring reflect his commitment to the river and the land around it. He said he worked closely with the Florida Department of Environmental Protection and other agencies to restore the spring.

Gissy's 57 acres near the Rainbow is broken into two areas: 47 acres west of Hendrix Drive in Dunnellon and 10 acres east of Hendrix Drive, along County Road 484.

All told, Gissy said the two properties give him about 3,500 feet of waterfront property well south of Rainbow River's spring head.

Gissy said he has no interest in developing the 57 acres in the near future, nor the 108 acres around the spring.

Dodd and Conservation Land Group LLC have had a tough time of it since Dodd purchased the property in 2005 for \$7.5 million. Dodd's plan was to build a development on the land along the pristine river and the Rainbow River State Park. That sparked a feud with some members of the City Council and among area residents inside and outside Dunnellon. Early on, Dunnellon changed its land use plan, a change that Dodd argued severely limited how he could use his land.

After years of fighting, the two sides reached an agreement that allowed Dodd to develop the land to a greater extent than the city's comprehensive plan allowed.

But that was to no avail.

In April, an appeals court overturned a previous ruling approving the deal, saying the public should have had more opportunity for input and more care should be taken to ensure the public's interests were appropriately protected.

Gissy said the appeal court's decision to send the deal back to Dodd and Dunnellon put up a big roadblock and was enough to bring Dodd to the bargaining table.

Dodd could not be reached for comment for this story.

"He just got tired of fighting," Gissy said.

That was a good thing, Dunnellon City Councilman Chuck Dillon said, because when Dodd first bought the property the former City Council and city manager agreed to provide road and utility infrastructure to the area at the city's expense. The expectation was that the development would generate huge tax and utility revenues for the city, he said.

The cost now to build that infrastructure would be several million dollars, Dillon estimated. That's money the city does not have.

Since that earlier agreement to build the needed infrastructure if Dodd ever developed, the city has borrowed millions of dollars for projects that did not pan out, nearly sending the city into bankruptcy. Dunnellon is only now recovering.

Dillon said he also has been working with Swiftmud for the past 18 months in hopes they would buy the property.

The downside to state ownership is that it would take the land off Dunnellon's tax rolls.

But given the cost of that promised infrastructure, "we're better off having the property off the tax rolls," Dillon said. And it would "put some closure to this thing."

Dillon said the city has spent about \$1 million in legal fees fighting the proposed development.

Dunnellon Councilman Larry Winkler said it is a bitter pill to swallow having no taxes collected from the property once it's in public domain. "Dunnellon needs to grow," he said. "There should be some compromise."

Asked whether he would try and stand in the way of Swiftmud buying much of the remaining Rainbow River Ranch land, Winkler said he would not.

Gissy said putting the land in the state's hands is the logical next step, given the feuding and legal troubles.

Rainbow River Conservation, the environmental group that fought development, took the legal fight as far as it could, Gissy said, and now the land needs to be bought by the public.

The group's president, Burt Eno, said he can accept Gissy's potential plans for a lodge overlooking the river with ecotourism as its focus.

Such a project would "cater to environmentalists who are going to appreciate" the river and surrounding areas, Eno said. As for the future of the rest of the property, Eno said there is only one best outcome. "That's why I'm hoping Switmud will buy it," he said.

Along with many other residents and environmentalists, Eno has urged the water agency for the past decade to buy the land. He said that is the only way to be sure the land and river will be protected.

Meanwhile, Gissy thinks the water district will go for the deal since the price is right. "It's amazing what we've done so far," he said. "And we're going to make this deal happen."

Reach Fred Hiers at fred.hiers@starbanner.com and 352-397-5914.

Sunshine State News

Legal Challenges Mount over New Water Standards

By Jim Saunders News Service of Florida - August 24, 2016 - 8:30pm

After the Seminole Tribe of Florida launched a legal challenge earlier in the month, the city of Miami and a paper-mill industry group also are taking aim at controversial new state water-quality standards.

The city and the group Florida Pulp and Paper Association Environmental Affairs, Inc., filed separate challenges during the past week in the state Division of Administrative Hearings, records show. The challenges raise substantially different arguments in fighting the standards, which were developed by the Florida Department of Environmental Protection and approved in July by the state Environmental Regulation Commission.

The standards, which are technically considered a proposed rule, involve new and revised limits on chemicals in waterways. The Department of Environmental Protection said the plan would allow it to regulate more chemicals while updating standards for others.

The Miami challenge, filed Friday, alleged that the "proposed rule is arbitrary and capricious --- particularly because the rule loosens restrictions on permissible levels of carcinogens in Florida surface waters with absolutely no justification for the need for the increased levels of the toxins nor the increased health risks to Florida citizens."

Meanwhile, the industry group, which includes Georgia-Pacific, International Paper Co., WestRock and Packaging Corporation of America, takes issue with scientific calculations and assumptions used in developing the standards.

"The proposed rule, if adopted, may affect the nature or amount of wastewater that the mills are allowed to discharge either now or in the future, and may affect whether a body of water into which they discharge is in compliance with water quality standards," said the group's challenge, filed Tuesday. "Additional limitations may require the mills to reduce their current operations or may prevent future expansion or conversion of products produced at the mills."

But in a document posted on its website last month, the Department of Environmental Protection defended the way the standards were developed and said the criteria would protect people's health. The plan still is subject to review and approval by the U.S. Environmental Protection Agency.

"Both the new and updated criteria have been calculated using the most advanced science, including recently issued guidance from the EPA for updating 43 chemicals whose standards are more than 20 years old," the department said in the online post. "While EPA and DEP's chemical limits go up and down based on new data and science, each and every criterion protects Floridians, according to both EPA and the World Health Organization."

The Seminole Tribe filed a challenge Aug. 8, contending the standards don't adequately take into consideration potential health effects for people who eat fish on a "subsistence basis." A hearing is scheduled to start in that case Sept. 6. The city of Miami is asking that its case be consolidated with the tribe's challenge.

The Department of Environmental Protection argues the tribe challenge should be dismissed because it was not filed by a legal deadline --- an argument that the tribe disputes.

State of Florida / SWFWMD

Governor Appoints Taylor, Williamson and Reappoints Beswick to the Southwest Florida Water Management District's Governing Board

Governor Rick Scott appointed Mark Taylor, Michelle Williamson and re-appointed Bryan Beswick to the Southwest Florida Water Management District's Governing Board. Taylor represents Hernando and Marion Counties, Williamson represents Hillsborough County and Beswick represents Desoto, Hardee and Highlands Counties.

Beswick, 49, of Arcadia, is a grove manager with Premier Citrus Management LLC. Beswick received his bachelor's degree from Florida Southern College. He is reappointed for a term beginning August 26, 2016, and ending March 1, 2020.

Taylor, 57, of Brooksville, is the president of TTG Properties Inc. Taylor received his bachelor's degree from the University of Florida. He is appointed for a term beginning August 26, 2016, and ending March 1, 2020.

Williamson, 53, of Dover, is a manager at G & F Farms. She is appointed for a term beginning August 26, 2016, and ending March 1, 2020.

The appointments are subject to confirmation by the Florida Senate.

Governing Board members are unpaid, citizen volunteers who are appointed by the Governor and confirmed by the Florida Senate. The Governing Board sets policy for the District, whose mission is to manage the water and related resources of west central Florida to meet the needs of current and future water users while protecting the environment.