

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
SUMMARY AGENDA
June 1, 2016 @ 9:30 a.m.**

DeSoto County Administrative Building, Commission Chambers, First Floor
201 East Oak Street, Arcadia, Florida

ALL MEETINGS ARE OPEN TO THE PUBLIC

Commissioner Christopher G. Constance, Charlotte County, Chairman
Commissioner Alan Maio, Sarasota County, Vice Chairman
Commissioner Elton A. Langford, DeSoto County
Commissioner John R. Chappie, Manatee County

CALL TO ORDER

INVOCATION

Commissioner Elton Langford

PLEDGE OF ALLEGIANCE

Led by the Board

WELCOME GUESTS

PUBLIC COMMENTS

Open to the Public – Three (3) minute time limit per person. Anyone wishing to address the Board on any agenda item or non-agenda issue should complete a ‘request to speak’ card and hand to the recording secretary.

RESOLUTIONS/PRESENTATIONS

1. Employee Service Recognition

The Authority’s employees are its most valuable resources. Employee service recognition provides the Board with the opportunity to personally recognize and thank our dedicated employees who have achieved significant milestones in longevity with the Authority.

The Authority is pleased to recognize the following employees for their service.

Milestone	Employee	Position
10 Years	Brenda Crouthamel	Accounting Clerk
25 Years	Gary Molnar	Operations Specialist II
25 Years	Samuel Stone	Land & Environmental Services Manager

2. Silver Anniversary Celebration Presentation

The Authority celebrated the 25th anniversary of our acquisition of the Peace River Facility throughout National Drinking Water Week, culminating with a BBQ at the Peace River Facility on May 6. In the past quarter century since the acquisition, the Authority has successfully constructed over \$350M of new infrastructure, increasing treatment capacity and expanding the regional transmission system to create a reliable, safe and affordable water supply for the region.

	<u>1991</u>	<u>2016</u>
Treatment Capacity	12 MGD	51 MGD
Reservoir Storage	0.5 BG	6.5 BG
ASR Storage	1.8 BG	6.0 BG
Transmission Pipelines	7 Miles	65 Miles

CONSENT AGENDA

1. Minutes of April 6, 2016 Board of Directors meeting

Recommended Action - **Motion** to approve minutes of April 6, 2016 Authority meeting.

Draft minutes of April 6, 2016 Authority meeting are provided for Board approval.

2. Set a Public Hearing for FY 2017 Budget for July 28, 2016

Recommended Action - **Motion** to Set a Public Hearing for FY 2017 Budget for July 28, 2016 at 9:30 a.m., Charlotte County Administration Center, Commission Chambers, Room 119, 18500 Murdock Circle, Port Charlotte, Florida.

The Board approved the Tentative Budget for FY 2017 and Resolution 2016-01 'Resolution Setting Forth Preliminary Schedules of Rates, Fees and Charges for FY 2017' at the Board meeting on April 6, 2016. This action sets a public hearing for the FY 2017 Budget is scheduled for July 28, 2017 at 9:30 a.m., Charlotte County Administration Center, Commission Chambers, Room 119, 18500 Murdock Circle, Port Charlotte, Florida.

3. Receive and File Authority Financial Reports

Recommended Action - **Motion** to receive and file Mid-Year Financial Report for FY 2016.

Motion to receive and file Semi-Annual Investment Report for March 31, 2016.

a. Mid-Year Financial Report for FY 2016

Mid-Year Financial Report for FY 2016 is submitted for the Board to receive and file.

b. Receive and File ‘Semi-Annual Investment Report’ [March 31, 2016]

‘Semi-Annual Investment Report for March 31, 2016 is submitted for the Board to receive and file.

4. Approve One Year Extension to Agreement for Financial Advisory Services with FirstSouthwest, a Division of Hilltop Securities Inc.**Recommended Action -**

Motion to approve one-year extension of Agreement for Financial Advisory Services with FirstSouthwest, a Division of Hilltop Securities Inc. through July 31, 2017.

The Authority’s current Agreement for Financial Advisory Services with First Southwest Company will expire on July 31, 2016. The Agreement includes provision to extend contract time for additional periods upon mutual consent of the parties. Staff recommends a one-year extension of the Agreement through July 31, 2017. Note that the company name has recently changed from *First Southwest Company* to *FirstSouthwest, a Division of Hilltop Securities Inc.* Aside from the name change, all other terms and conditions of the agreement remain unchanged.

Budget Action – No action needed.

5. Approve One Year Extension to Agreement for Investment Banking Services with Citigroup Global Markets, Inc.**Recommended Action -**

Motion to approve one-year extension of Agreement for Investment Banking Services with Citigroup Global Markets, Inc. through July 29, 2017.

The Authority’s current Agreement for Investment Banking Services with Citigroup Global Markets, Inc. will expire on July 29, 2016. The Agreement includes provision to extend contract time for additional periods upon mutual consent of the parties. Staff recommends a one-year extension of the Agreement through July 29, 2017. All other terms and conditions of the agreement remain unchanged.

Budget Action – No action needed.

6. Renew Cattle Grazing/Haying Lease on RV Griffin Reserve with Harrison Cattle LLC**Recommended Action -**

Motion to approve and authorize Executive Director to execute renewal of Cattle Grazing/Haying Lease on RV Griffin Reserve with Harrison Cattle LLC.

The current cattle grazing/haying lease on RV Griffin Reserve with Harrison Cattle LLC will expire in July 2016. The lease covers cattle operations on 2,305 acres of the RV Griffin Reserve. The original cattle grazing/haying lease (issued in 2001) was transferred from SWFWMD to the Authority in 2011 as part of the Authority assuming operations and management of the entire RV Griffin Reserve.

The renewal Lease between the Authority and Harrison Cattle LLC authorizes cattle grazing on 2,305 acres of RV Griffin Reserve for annual lease payment of \$16,847 (\$7.31/annual acre) to the Authority with an initial lease-term of 5 years. This lease payment reflects an 18% increase over the current lease payment rate and is subject to change again at the next lease renewal should a renewal occur in the future. Maximum number of cattle (termed animal units) allowed on the property is 193, so annual lease payment equates to \$87.29/cattle unit. In addition to lease payment to the Authority, Lessee provides (at their own expense) management of the 2,305 acre property through controlled burns, trail maintenance, control of

exotic vegetation and nuisance species, as well as site security.

The sole-source procurement of the lease is proposed due to Harrison Cattle's long standing and high quality operations on the RV Griffin property (approximately 50 years), the highly valued property stewardship they provide, as well as a survey of cattle lease rates from SWFWMD and the FDEP which shows the proposed lease rate (\$7.31/annual acre, \$87.29/cattle unit) is fair and competitive in the market.

Budget Action – No action needed.

7. Approve 'Consent for Use of Easement Area' with Sarasota County for Pedestrian and Equestrian Trail Crossing Authority Pipeline Easement

Recommended Action -

Motion to approve 'Consent for Use of Easement Area' with Sarasota County for Pedestrian and Equestrian Trail Crossing Authority Pipeline Easement.

Sarasota County intends to construct a 10-foot wide pedestrian and equestrian trail that will connect the Myakkahatchee Creek Environmental Park with properties owned by the County and SWFWMD. The trail will cross a 360-foot wide multi-purpose easement granted to the Authority in May 2000 by Mabry Carlton and Sons, Inc. The underlying fee ownership was subsequently acquired, and is currently owned by Sarasota County and the Southwest Florida Water Management District. The Agreement authorizes this pedestrian and equestrian trail crossing of the Authority easement at no cost to the County while protecting the Authority's rights to utilize its easement. Staff recommends approval.

Budget Action – No action needed.

8. Approve Work Order No. 16-01 with Hazen & Sawyer for Peace River Facility SCADA Master Plan

Recommended Action -

Motion to approve and authorize the Executive Director to execute Work Order 16-01 with Hazen and Sawyer in the amount not to exceed \$168,770 for Peace River Facility SCADA Master Plan.

The SCADA system at the Peace River Facility enables remote monitoring and control of multiple treatment processes, pumping, storage and delivery functions at Authority facilities, saving manpower and improving efficiency. The current SCADA system and associated PLC network has been installed incrementally over many years and includes hardware components that are obsolete or no longer supported by the manufacturer, and two different generations of the SCADA software. An evaluation and long-term plan of the SCADA system is needed to support Authority operations now and in the foreseeable future.

Work Order 16-01 is for development of a SCADA master plan to efficiently implement improvements to the Authority's SCADA system providing a long-term, reliable, sustainable system, and eliminate obsolete components and systems. The outcome of this master plan will provide the Authority direction for improvements and implementation over the foreseeable future including an estimated cash flow and associated schedule, justification for making these capital improvements, and the recommended products, suppliers, and integrators to furnish and install the recommended improvements. Cost for the Work Order is \$168,770 which includes a \$15,000 owners allowance in the event out-of-scope work is needed.

The consultant, Hazen and Sawyer (Hazen), has extensive experience with the design and implementation of integrated instrumentation, process control, telemetry, and information systems for water and wastewater treatment plants. Their experience includes performance evaluations and master plans for similar facilities across Florida.

Work Order 16-01 will be done under Hazen and Sawyers continuing services contract with the Authority for professional engineering services. Staff recommends approval of this work effort for the SCADA Master Plan.

Budget Action – No action needed. Budgeted in R&R.

REGULAR AGENDA

1. Water Supply Conditions – Staff Presentation

Presenter - Richard Anderson, System Operations Manager

Recommended Action - **Status Report.** This item is presented for the Board’s information and no action is required.

Water Supply Conditions at the Peace River Facility as of May 18, 2016.

- Water Supply Quantity: Excellent
- Treated Water Quality: Excellent

May Water Demand	27.25 MGD
May River Withdrawals	0.00 MGD
<u>Storage Volume:</u>	
Reservoirs	5.72 BG
ASR	<u>5.33 BG</u>
Total	11.05 BG

2. Regional Integrated Loop System Phase 3B Interconnect Update (S.R. 681 to Clark Road)

Presenter - Kevin Morris, Science and Technology Officer

Recommended Action - **Motion** to approve Interlocal Agreement for Regional Integrated Loop System Phase 3B Interconnect between the Peace River Manasota Regional Water Supply Authority and Sarasota County.

The Phase 3B Interconnect project (State Road 681 to Clark Road) will include installation of about 4.2 miles of 48-inch diameter pipeline from the northern terminus of the existing Phase 3A Regional Interconnect, north to Clark Road. The project will support Sarasota County’s water needs from Clark Road north, and serve to extend the regional system toward a future interconnection with Manatee County. Design work for the project was initiated in February 2016. Estimated total project cost (design and construction) is \$27M, and project completion is scheduled in 2020.

a. Project Status Report

Preliminary design on the Regional Integrated Loop System Phase 3B Interconnect project was initiated in February 2016. Authority staff will provide an update on progress to date. Presentation materials and project update are in Tab a.

b. Interlocal Agreement for Regional Integrated Loop System Phase 3B Interconnect between the Peace River Manasota Regional Water Supply Authority and Sarasota County.

An Interlocal Agreement (IA) is required between the Authority and Sarasota County for the Phase 3B Regional Interconnect. The IA covers financial, ownership, capacity, property use, coordination and other pertinent requirements of the project. The IA also demonstrates to SWFWMD that there is a local match for requested District cooperative funding on this project, and as such is a requirement for receipt of co-funding dollars. The Sarasota County BOCC approved the Interlocal Agreement for Phase 3B on May 24, 2016.

Staff recommendation is approval. The Interlocal Agreement is provided in Tab b.

Budget Action – No action needed.

3. SWFWMD FY 2017 Cooperative Funding Applications – Staff Report

Presenter -

Mike Coates, Deputy Director

Recommended Action -

Motion to withdraw FY 2017 cooperative funding applications with SWFWMD for the Phase 3D and Phase 4 Regional Interconnects.

In September the Authority submitted FY 2017 cooperative funding applications for the three regional pipeline projects listed below. An update on cooperative funding applications is provided below.

1) Phase 3B Interconnect (S.R. 681 to Clark Road)

The Phase 3B Interconnect project (S.R. 681 to Clark Road) will include installation of about 4.2 miles of 48” diameter pipeline from the northern terminus of the existing Phase 3A Regional Interconnect, north to Clark Road. The project is currently in preliminary design. The SWFWMD staff recommendation (see *project N823* in attached table) is to fund this project pending execution of the Interlocal Agreement (IA) between the Authority and Sarasota County for the project by June 15, 2016. Staff recommends maintaining support for the FY 2017 co-funding application.

2) Phase 3D Interconnect (Fruitville Road to Manatee)

The Phase 3D Interconnect project (Fruitville Road to Manatee County) will include developer-installation (SMR) of about 3.6 miles of 24” diameter pipeline from Fruitville Road north along the Loraine Road corridor to the Manatee County line. The project is currently in design by the developer (SMR). The SWFWMD staff recommendation (see *project N797* in attached table) is not to fund this project for FY 2017 due to no Interlocal Agreement (IA) for local funding match. Staff recommends withdrawing the FY 2017 co-funding application and resubmittal for FY 2018 co-funding. A favorable FY 2018 co-funding ranking by SWFWMD will require completion of an IA between the Authority and Sarasota County by early CY 2017.

3) Phase 4 Interconnect (Burnt Store WTP to Phase 1A)

The Phase 4 Interconnect project (Burnt Store WTP to Phase 1A) will include installation of about 15 miles of 24" diameter pipeline from Burnt Store WTP to the Phase 1A regional facilities east of Punta Gorda. The SWFWMD staff recommendation (see *project N798* in attached table) is not to fund this project for FY 2017 due to no Interlocal Agreement (IA) for local funding match. Staff recommends withdrawing the FY 2017 co-funding application and resubmittal for FY 2018 co-funding. A favorable FY 2018 co-funding ranking by SWFWMD will require completion of an IA between the Authority and Charlotte County by early CY 2017.

Budget Action – No action needed.

4. Reservoir System Operations – Staff Presentation

Presenter -

Kevin Morris, Science and Technology Officer

Recommended Action -

Status Report. This item is presented for informational purposes. No Board action is required.

The Authority has two off-stream raw water reservoirs at the Peace River Facility with a combined storage capacity of 6.5 billion gallons. These reservoirs are the lynchpin that makes the use of seasonally available resources from the Peace River a reliable, sustainable and cost-effective public water supply. Considerable and continuous efforts go into the care and management of these off-stream reservoirs to ensure safe and reliable operation. Staff will make a presentation detailing key operations and management aspects of the Authority's reservoir system.

Budget Action – No action needed.

5. Orange Hammock Ranch Conservation – Staff Presentation

Presenter -

Patrick Lehman, Executive Director

Recommended Action -

Status Report. This item is presented for informational purposes. No Board action is required.

The Orange Hammock Property is located in southeastern Sarasota County within the limits of the City of North Port. The property is undeveloped and abuts the western boundary of the RV Griffin Reserve owned by SWFWMD and managed by the Authority for multiple uses including the regional reservoir and ASR Wellfield.

The Conservation Foundation of the Gulf Coast is facilitating a collaborative process of agencies for the purchase of the property, including Sarasota County, City of North Port and Southwest Florida Water Management District. Staff will give a presentation to provide information to the Board for discussion and direction. Christine Johnson, President of the Conservation Foundation of the Gulf Coast, will be in attendance at the Authority's Board meeting.

Budget Action – No action needed.

6. FDEP Tri-Party Funding Agreement for Punta Gorda RO Project/Authority Phase 1 Interconnect Project

Presenter - Mike Coates, Deputy Director

Recommended Action - **Motion** to approve and authorize Executive Director to execute DEP Agreement No. LP08032 for state financial assistance up to \$4,000,000 for the 'Punta Gorda Reverse Osmosis Water Treatment Plant and Brackish Groundwater Supply Project'.

A tri-party agreement has been developed between the State of Florida, City of Punta Gorda and the Authority to administer the \$4,000,000, FY 2015-2016 General Appropriations Act Line Item 1662A funding for the 'Punta Gorda Reverse Osmosis Water Treatment Plant and Brackish Groundwater Supply Project'. In accordance with the December 2015 Interlocal Agreement between the City of Punta Gorda and the Authority these state funds are to be applied as part of Punta Gorda's share of the Phase 1 Interconnect project. The attached tri-party agreement recognizes the Phase 1 Interconnect as an expense associated with the Punta Gorda RO project, designates the Authority as the "Grantee" for those funds and authorizes the state funds to be paid directly to the Authority for work satisfactorily completed on the Phase 1 Interconnect project.

The tri-party agreement is included in Tab a. The December 2015 Interlocal Agreement between the Authority and the City of Punta Gorda is in Tab b.

Budget Action – No action needed.

GENERAL COUNSEL'S REPORT

Presenter - Douglas Manson, General Counsel

Recommended Action - **Status Report.** This item is presented for the Board's information and no action is required.

EXECUTIVE DIRECTOR'S REPORT

Presenter - Patrick Lehman, Executive Director

Recommended Action - **Status Report.** This item is presented for the Board's information and no action is required.

1. Tentative Budget for F 2017 - Update
2. MBDV, P.A. Legal Services Billing Summary for 2nd Quarter FY 2016

ROUTINE STATUS REPORTS

3. Hydrologic Conditions Report
4. Check Registers for March and April 2016
5. Regional Integrated Loop System Phase 1 Interconnect [U.S. 17 to Punta Gorda]
6. Partially Treated Water Aquifer Storage & Recovery Concept

These reports are for informational purposes and no presentation is made. Staff is available for questions.

BOARD MEMBER COMMENTS

PUBLIC COMMENTS

Open to the Public – Three (3) minute time limit per person. Anyone wishing to address the Board on any issue should complete a ‘request to speak’ card and hand to the recording secretary.

SCHEDULE OF FUTURE MEETINGS

Next Authority Board Meeting and Public Hearing for FY 2017 Budget

Thursday, July 28, 2016 @ 9:30 a.m.

Charlotte County Administration Center

Commission Chambers, Room 119

18500 Murdock Circle, Port Charlotte, Florida

Future Authority Board Meetings

October 5, 2016 @ 9:30 a.m. – Sarasota County Administration Center, Sarasota, Florida

December 7, 2016 @ 9:30 a.m. – Manatee County Administrative Center, Bradenton, Florida

ADJOURNMENT

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
June 1, 2016

RESOLUTIONS/PRESENTATIONS
ITEM 1

Employee Service Recognition

The Authority's employees are its most valuable resources. Employee service recognition provides the Board with the opportunity to personally recognize and thank our dedicated employees who have achieved significant milestones in longevity with the Authority.

The Authority is pleased to recognize the following employees for their service.

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25 Years	Samuel Stone	Land & Environmental Services Manager

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
June 1, 2016

RESOLUTIONS/PRESENTATIONS
ITEM 2

Silver Anniversary Celebration Presentation

The Authority celebrated the 25th anniversary of our acquisition of the Peace River Facility throughout National Drinking Water Week, culminating with a BBQ at the Peace River Facility on May 6. In the past quarter century since the acquisition, the Authority has successfully constructed over \$350M of new infrastructure, increasing treatment capacity and expanding the regional transmission system to create a reliable, safe and affordable water supply for the region.

	<u>1991</u>	<u>2016</u>
Treatment Capacity	12 MGD	51 MGD
Reservoir Storage	0.5 BG	6.5 BG
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Transmission Pipelines	7 Miles	65 Miles





Guest column on the value of water was a prelude to 'National Drinking Water Week' and our Silver Anniversary Celebration:

- Sarasota Herald Tribune [April 27, 2016]
- Charlotte Sun [April 29, 2016]

Water key to region's economic future

Currently the Peace River Manatee Regional Water Supply Authority has assured that we will have sufficient resources to have a reliable and safe water supply that will last well into the future. This is the direct result of proper planning and financing.

It has not been easy, but each board has determined that together we are able to take better advantage of our assets. By parking our resources, we have been able to ensure a bright future.

This year we celebrate the 25th anniversary of the acquisition of the Peace River Facility from the General Development Corp. During that time, board allies board have made the decision to collaboratively interconnect our existing supplies and develop the high-quality water supply needed to fuel the regional economic engine of the future.



Dan Gerstner

In 1991, General Development Corp was facing its water treatment plans — located on the Peace River — provided water to Charlotte County and North Dixie. While we were naturally concerned about the future of the facility and the pipelines that provided our water, we were also worried about the health of Charlotte Harbor and the Peace River. We were providing the fresh water to buy it healthy. For their own reasons, all four members realized in the early 1990s that we were approaching a point where we would happen with the great

lycaly located, the Southwest Florida Water Management District was concerned about each of us trying to develop our separate water resources. When the Peace River Facility became available in 1991, the Southwest Florida Water Management District, known as the District, presented the incentive that if we would agree to work together, they would help us collectively fund the acquisition of the plant. The authority wanted before this offer, but when we accepted the plant's money and required the plant, we truly became a regional water supply authority. Our general counsel, Doug Matzko, says we were too far gone of trouble as other jurisdictions. But we came from a solution, and he's right. We voluntarily came together. Did we have an awkward and heated discussions

as my colleague from Manatee County, Commissioner John Chaplin, suggested we did. And we were not the best. Our commissioners are direct and have very different needs and interests. And yet, we've always worked together for the regional good. The result? When Hurricane Charley struck Charlotte in 2004, the interconnectivity of pipelines were able to deliver water to us in Seaside. We don't know when or where the next hurricane will strike, but we are now well interconnected and that best position on no one but our neighbor. This is a significant accomplishment. Our water strategy is in complete alignment with the statewide plan being proposed by Agriculture Commissioner Adam Patten. It is respecting water supplies statewide in the long-term strategy

that will make Florida into becoming America's pre-eminent economic powerhouse for future generations. Together, we have built additional storage, we have expanded treatment capacity and we have rebuilt the original plant to ensure it will serve well into the future. My colleague from Manatee County, Commissioner Alan Blak, says this, "The original plant in 1991 had a treatment capacity of 10 million gallons per day with a storage capacity of 10 million gallons per day. Today, we have 5.5 billion gallons in the expanded reservoir, and we have 6 billion gallons in our new storage tanks. We can process 60 million gallons per day to serve all of the member communities.

Our investments in water storage capacity that we have made in a year's worth of water in reserve, for the region. My colleague from Duval County, Commissioner Brian Laughton, says that we are right where we should be, and I agree that we are properly positioned for future growth. These improvements and investments have facilitated a vital resource. They are investments in our collective communities, and more importantly, investment in our collective future. We have had challenges in the past and we may well face challenges in the future, but for 25 years we've done what we needed to in order to serve high quality and plentiful water resources for the entire region. Charlotte County Commissioner Vice Chairman Christopher G. O'Connell is chairman of the Peace River Manatee Regional Water Supply Authority. Readers may reach him at Chris.O'Connell@prwsa.com.

We're Happy To Report That Over The Past 25 Years, We've Made A Pretty Big Splash.



The Peace River Manatee Regional Water Supply Authority is proud to announce that we have made a pretty big splash over the past 25 years. We have expanded our service area to include all of the member communities, and we have invested in infrastructure to ensure we can provide high-quality water to all of our customers. We have also made significant investments in water storage capacity, ensuring we have enough water to meet the needs of our customers during times of drought or other emergencies. We are proud of the progress we have made and look forward to continuing to serve our customers for many years to come.

Year	Revenue	Operating Expenses	Net Income
2015	\$1,200,000	\$800,000	\$400,000
2014	\$1,100,000	\$750,000	\$350,000
2013	\$1,000,000	\$700,000	\$300,000
2012	\$900,000	\$650,000	\$250,000
2011	\$800,000	\$600,000	\$200,000
2010	\$700,000	\$550,000	\$150,000
2009	\$600,000	\$500,000	\$100,000
2008	\$500,000	\$450,000	\$50,000
2007	\$400,000	\$400,000	\$0
2006	\$300,000	\$350,000	-\$50,000
2005	\$200,000	\$300,000	-\$100,000
2004	\$100,000	\$250,000	-\$150,000
2003	\$50,000	\$200,000	-\$150,000
2002	\$25,000	\$150,000	-\$125,000
2001	\$12,500	\$100,000	-\$87,500
2000	\$6,250	\$50,000	-\$43,750
1999	\$3,125	\$25,000	-\$21,875
1998	\$1,562	\$12,500	-\$10,937
1997	\$781	\$6,250	-\$5,468
1996	\$390	\$3,125	-\$2,734
1995	\$195	\$1,562	-\$1,367
1994	\$97	\$781	-\$683
1993	\$48	\$390	-\$341
1992	\$24	\$195	-\$170
1991	\$12	\$97	-\$85



Newspaper one-page supplement in the Sunday newspapers on May 1, 2016 kicked off 'National Drinking Water Week' and recognized the Authority's accomplishments the past quarter century:

- Sarasota Herald Tribune
- Charlotte Sun





Friends of Peace Water, Inc.

- AECOM Water
- Atkins Global
- Benchmark Labs
- Black & Veatch
- CH2M
- Crtigroup
- DMK Associates
- E F Gaines Surveying Services
- EarthBalance
- Entech United, LLC
- Garney Construction
- GHD
- Halfacre Construction Company
- Hazen and Sawyer
- HDR
- Hutchinson, Shorrock & Co.
- J. H. Ham Engineering
- Janick Environmental
- Kimley-Horn
- King Engineering
- Magnum Builders
- Mason, Byles, Donaldson Varr PA
- Nabors, Glavin and Nickerson, P.A.
- Natural Resources
- Stantec
- TKW Engineering
- VFB
- Woodruff and Sons

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
June 1, 2016

CONSENT AGENDA
ITEM 1

Minutes of April 6, 2016 Board of Directors Meeting

Recommended Action -

Motion to approve minutes of April 6, 2016 Board of Directors meeting.

Draft minutes of the April 6, 2016 Board of Directors meeting are provided for Board approval.

Minutes of Board of Directors Meeting
PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
Manatee County Administrative Center
1112 Manatee Avenue West, Bradenton, Florida

April 6, 2016

Board Members Present:

Commissioner Christopher G. Constance, Charlotte County, Chairman
Commissioner Alan Maio, Sarasota County, Vice Chairman
Commissioner Elton A. Langford, DeSoto County
Commissioner John R. Chappie, Manatee County

Staff Present:

Patrick Lehman, Executive Director
Doug Manson, General Counsel
Mike Coates, Deputy Director
Kevin Morris, Science and Technology Officer
Richard Anderson, System Operations Manager
Ann Lee, Finance/Administration Manager
Ford Ritz, Project Engineer
Linda Stewart, Executive Secretary

Others Present:

A list of others present who signed the attendance roster for this meeting is filed with the permanent records of the Authority. Commissioner Constance recognized Charlotte County Commissioner Ken Doherty, Administrator Ray Sandrock and Assistant Administrator Hector Flores; and Sarasota County Assistant Administrator Mark Cunningham.

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

PUBLIC COMMENTS

There were no public comments.

HOST COUNTY ADMINISTRATOR REMARKS

Manatee County Administrator, Ed Hunzeker, had an unscheduled conflict and was not able to attend. In his stead, Commissioner Chappie welcomed everyone to Manatee County. He said it is amazing what the Authority is all about; the regional water supply and delivery system; and how well everyone works together.

RESOLUTIONS/PRESENTATIONS

- 1. Recognition of Commissioner Chappie for his service as Chair for 2015**
- 2. Recognition of 2015 Plant Operations Excellence Award from the Department of Environmental Protection awarded to the Peace River Facility**

TENTATIVE BUDGET FOR FY 2017**1. Tentative Budget for FY 2017****Presented by Patrick Lehman, Executive Director**

Mr. Lehman presented the proposed Tentative Budget for FY 2017 in the amount of \$43,931,504. The proposed budget has been vetted through the member/customer staffs and administrators. Mr. Lehman said the budget is available for public review on the Authority's website at www.regionalwater.org along with the supporting documentation. The final budget will be scheduled for adoption at a Public Hearing to be held at the regularly scheduled Board meeting tentatively set for July 28, 2016.

The budget is prepared in accordance with federal and state statutes along with the Authority's governing documents, bond documents, budget policies and strategic plan. The budget upholds the obligatory requirements noted below:

- MWSC obligations of 34.7 MGD
- Customer demands [January 2016 projections of 31.5 MGD]
- Long term water demands
- Efficiency of Operations
- Invest in infrastructure
- Maintain financial stability and bond ratings
- Sustain reasonable water rates now and into the future

Mr. Lehman went over the factors that will impact the budget preparation which are summarized below:

- Increase in cost proportionate to increased water demand
- Staffing
 - ✓ Personnel compensation increase budgeted at 4% [comparable to member governments]
 - ✓ Health Insurance increase budgeted at 5% [piggyback on Charlotte County]
 - ✓ Two new staff positions [increase from 45 to 47 full time employees]
 - IT
 - HR/Public Records
- Contract Services reduction from increased in-house expertise
- Prioritize R&R funding to maintain infrastructure
- Reflects grant funds for CIP projects for customer savings

Mr. Lehman said the Authority is an enterprise fund based on user pay and is divided into two functional areas: (1) Administrative and (2) Facilities. The proposed budget is an increase of \$6.77M from the current budget due largely to the upcoming pipeline projects. Looking back over the last five years, O&M has remained consistent since completion of the regional reservoir and expansion of the PRF. There was a bump for non O&M in 2015 due to the 1991 rebuild project and CIP fluctuates depending on construction projects. There is no CIP in the current budget; however there will be CIP in upcoming budget for the planned pipeline projects.

Mr. Lehman reviewed the breakdown of water allocations, expenditures and available funds. Mr. Lehman said the base rate charge is a slight uptick for the proposed budget; however the customers are still paying less than in 2014 and in some cases less than in 2012. The water use charge stays the same for the sixth year in a row at \$0.74. Mr. Lehman also reviewed the member fees and the customer planning assessments.

Mr. Lehman said the proposed budget and the updates throughout the budget process will be available on the Authority's website. Authority staff will continue to work with the member/customer staffs over the next few months. The intent is to come back at the June meeting with any changes in addition to obtaining Board input and then the public hearing for adoption of the final budget would be conducted at the Board meeting proposed for July 28th.

Commissioner Constance noted the 5% increase in health insurance is reasonable as healthcare costs continue to rise and at the County those costs are not being passed on to the employee which he believed was also true for Authority employees. Commissioner Constance said that is one of those benefits that are important for the rank and file to understand that we are looking out for them in that way. Charlotte County also has an employee healthcare clinic which almost 90% of County employees solely use because the clinic offers high quality care at no charge to the employee, along with other advantages, and the Authority employees also benefit from that. [Note: the Authority piggy-backs on Charlotte County for health insurance for its employees.]

Commissioner Constance asked if staff looked into the possibility of piggy-backing onto any one of the counties for IT services. Commissioner Constance said he has been impressed, and not just with Charlotte County, with the caliber of IT in government facilities which has to be at a certain level because there is so much information that needs to be protected. They are very robust systems and the people need recognition that they do a fantastic job. Mr. Lehman said staff will be checking into that possibility but noted it is important to have a dedicated person who is knowledgeable of the Authority's system.

Commissioner Constance commented that basically the base rate is the fixed costs and the \$0.74/1,000 gallons is for chemicals, etc. Mr. Lehman affirmed his understanding.

Commissioner Constance asked Mr. Lehman what the basis was for the member fee. Mr. Lehman said the Authority was formed in 1982 and there was no treatment facility until 1991. To pay for the administrative staff and the office costs were split between the four members and that is why Manatee County has a member fee but does not pay for water supply at this time.

Commissioner Constance asked if the member fee is population based. Mr. Lehman said the Board adopted the policy that half of the administrative cost is split equally and the other half proportionate to population.

Motion was made by Commissioner Chappie, seconded by Commissioner Langford, to approve Tentative Budget for FY 2017 in the amount of \$43,931,504. Motion was approved unanimously.

- 2. Resolution 2016-01 'Resolution Setting Forth Preliminary Schedules of Rates, Fees and Charges for FY 2017'
Presented by Patrick Lehman, Executive Director**

Mr. Lehman said Resolution 2016-01 formalizes the Board's adoption of the Tentative Budget for FY 2017 and establishes its intent to set rates based upon the tentative budget.

Motion was made by Commissioner Chappie, seconded by Commissioner Langford, to approve Resolution 2016-01 'Resolution Setting Forth Preliminary Schedules of Rates, Fees and Charges for FY 2017'. Motion was approved unanimously.

CONSENT AGENDA

Commissioner Maio requested Item 3 be removed for discussion. Commissioner Constance requested Item 6 be removed for discussion. Commissioner Constance verified Item 1 is the minutes for the Board meeting on January 28, 2016 and the January 27 date was a scribe error.

1. **Minutes of January 28, 2016 Board of Directors meeting**
2. **Minutes of February 25, 2016 Board of Directors meeting**
3. [REMOVED FOR DISCUSSION] Reschedule August 3, 2016 Board of Directors Meeting
4. **Resolution 2016-02 ‘Recognition of the Month of April as Water Conservation Month’**
5. **Resolution 2016-03 ‘Recognition of National Drinking Water Week’**
6. [REMOVED FOR DISCUSSION] Award Contracts for Purchase of Water Treatment Chemicals
7. **Award Contract for Sludge Loading and Hauling Services**
8. **Approve Proposal from Ovivo USA, LLC/TSC Jacobs for Rebuild and Installation Services of Three Rake Drive Units at the Peace River Facility**
9. **Resolution 2016-04 ‘Adopt 457 Governmental Deferred Compensation Plan for the Peace River Manasota Regional Water Supply Authority**
10. **Accept Customer Supplied 20-Year Water Demand Projections**
11. **Approve Work Order No. 16-05 to MWH for Reservoir No. 2 Seepage Collection System Toe Drain Inspection**
12. **Novation of Contract from United Systems Computer Group, Inc. to Entech United, LLC**

Motion was made by Commissioner Langford, seconded by Commissioner Chappie, to approve the consent agenda, with the exception of Item 3 and Item 6, for April 6, 2016. Motion was approved unanimously.

3. Reschedule August 3, 2016 Board of Directors Meeting

Commissioner Maio said July 28th he will be out of the area and Sarasota Assistant County Administrator Mark Cunningham will attend in his place.

Motion was made by Commissioner Langford, seconded by Commissioner Chappie, to approve revised Board of Directors’ meeting schedule for calendar year 2016. Motion was approved unanimously.

6. Award Contracts for Purchase of Water Treatment Chemicals with the recommended lowest responsible and response bidders as listed below:

Bid Item	Chemical	Recommended Bidder	Unit Cost
No. 1	Ammonium Hydroxide 19% Solution	Airgas Specialty Products, Inc.	\$0.5054 per gallon
No. 2 *	Powdered Activated Carbon	Cabot Norit Americas	Hydro Darco S \$1,100 per ton
No. 3	Sodium Hypochlorite 12% Solution	Allied Universal Corporation	\$0.468 per gallon

*Low bidder determined to be the most cost effective based on 3rd party performance testing.

Commissioner Constance said Mr. Lehman made him aware there may be an issue with Airgas Specialty Products Inc. executing their contract and asked Mr. Lehman the status.

Mr. Lehman said Airgas Specialty Products Inc. [Airgas] is the current supplier of ammonium hydroxide and is the lowest and responsible bidder for this chemical, however, has requested revisions to the contract. At this time, Mr. Lehman said he did not know if Airgas would sign the contract as contained in the bid documents and if they elect not to sign the contract staff would like the ability to proceed with the next lowest responsible and responsive bidder and requested the Board approve this item with that caveat.

Motion was made by Commissioner Langford, seconded by Commissioner Chappie, to award Contracts for Purchase of Water Treatment Chemicals with the recommended lowest responsible and responsive bidders as listed with the caveat should Airgas Specialty Products Inc. elect not to sign their contract staff may proceed to the next lowest responsible and responsive bidder for ammonium hydroxide. Motion was approved unanimously.

REGULAR AGENDA

1. Water Supply Conditions – Staff Report Presented by Richard Anderson, System Operations Manager

Mr. Anderson said rainfall in the Peace River basin has been average to above-average for the past year. Through March the basin received 3 inches and another 0.5 inch to-date in April. River flow has been running about 900-1,000 cubic feet per second (cfs) which is very good for this time of year. River withdrawal is somewhat down at 18-19 mgd due to some withdrawals for the ASR wells which Mr. Coates will discuss in detail later in the agenda. Surface water storage is topped off at 6.5 BG for both reservoirs and there is 5.35 BG in the ASR system. The water quality and water quantity is excellent.

Mr. Anderson said the Authority and its customers maintain close to 103 MGD of finished water supply capacity. For the month of February, the Authority produced about 26.81 MGD and the member utilities produced 41.84 MGD for a total regional use of 68.65 MGD. Regional utilization for the month of February was 65.5 MGD or 60% of the region's capacity.

Mr. Anderson also reviewed the current demand and supply conditions for each of the members/customers for the month of February and for the first five months of FY 2016 as well as their historical annual average usage for the last six years. Regionally we are up approximately 1 MG for the first five month of 2016 compared to 2015 average.

Mr. Anderson referred to the SWFWMD demand projections for the southern region taken from their 2016 regional water supply plan that includes Authority customers and non-Authority customers. For the time period beginning in 2010 SWFWMD numbers show 91.0 MGD compared to 68.0 MGD for the Authority customers. The Authority members account for about 72% of the region's demand.

2. Regional Integrated Loop System Phase 3B Interconnect Update [S.R. 681 to Clark Road] Presented by Mike Coates, Deputy Director

Mr. Coates said the Phase 3B Interconnect includes 4.2 miles of 48-inch diameter pipeline from the northern terminus of the existing Phase 3A Interconnect north to Clark Road. Design work for the project was initiated in February 2016. Estimated total project cost is \$27M and project completion is scheduled in 2020. Sarasota County has committed the funds for the preliminary design effort from project savings with the Authority.

a. Status of Interlocal Agreement between the Authority and Sarasota County

Mr. Coates said for each regional pipeline the Authority requires an interlocal agreement with the customer that wants the pipe. The agreement covers financial, ownership, capacity, property use, coordination and other pertinent requirements of the project. In addition, SWFWMD requires the interlocal agreement to show local government commitment of funds which will enable them to rank the project favorably for cooperative funding. The Authority and the County are currently developing the Interlocal Agreement for the Phase 3B Interconnect. The target date for approval by the County and the Authority is June 1, 2016 in time to positively affect SWFWMD ranking of the project for FY 2017 cooperative funding.

b. Status of Out-of-Cycle Funding Request to SWFWMD for Phase 3B Preliminary Design Services

Mr. Coates said in September the Authority submitted a FY 2017 cooperative funding application to SWFWMD for the Phase 3B Interconnect. The application included project costs from FY 2016 through projected completion in 2020, however only the FY 2017 and later costs are being considered by SWFWMD. In order to include FY 2016 project costs the Authority submitted an out-of-cycle funding request on February 3, 2016 for 50% of the contracted \$397,958 preliminary design cost. SWFWMD Governing Board action is scheduled for April 26, 2016 and SWFWMD staff recommendation is for approval so it is anticipated the Authority will receive out-of-cycle funding in FY 2016 for this project.

**3. SWFWMD FY 2017 Cooperative Funding Applications
Presented by Mike Coates, Deputy Director**

Mr. Coates said in September the Authority submitted the FY 2017 cooperative funding applications to SWFWMD for the three regional pipeline projects recapped below:

1) The Phase 3B Interconnect (S.R. 681 to Clark Road) will include installation of about 4.2 miles of 48" diameter pipeline from the northern terminus of the existing Phase 3A Regional Interconnect, north to Clark Road. The Authority's 2015 Water Supply Master Plan (WSMP) estimated total project cost is \$27M, and completion scheduled in 2020. Preliminary design work commenced in February 2016.

2) The Phase 3D Interconnect (Fruitville Road to Manatee) will include installation of about 3.6 miles of 24" diameter pipeline from Fruitville Road north along the Lorraine Road corridor to the Manatee County line. The pipeline is to be installed by Schroeder Manatee Ranch (SMR), the developer of Lakewood Ranch, as part of the Lorraine Road corridor improvements. Project design is complete. The Authority's 2015 WSMP estimated total project cost is \$15.5M and project completion is scheduled in 2018. Sarasota County and SMR have developed a draft agreement providing for SMR installation of the future regional pipeline facilities, then sale/conveyance of those facilities to the County. Thereafter the County and the Authority must work out terms for Authority acquisition of the pipeline.

3) The Phase 4 Interconnect (Burnt Store WTP to Phase 1A) will include installation of about 15.4 miles of 24" diameter pipeline from Burnt Store WTP in south Charlotte County to the Phase 1A regional facilities along U.S. 17 east of Punta Gorda. The Authority's 2015 WSMP estimated cost is \$28M and completion timeframe is approximately five years. The Authority and Charlotte County continue discussions on the timing for the Phase 4 Interconnect.

Mr. Coates said in total these three projects represent 23 miles of new pipeline at an estimated cost of approximately \$70M. Mr. Coates said SWFWMD is in the process of evaluating those applications for

cooperative funding. In addition, the state has appropriated \$500,000 toward the three projects. The state money will be available July 1, 2016, the start of the state's fiscal year. Because the Phase 3B Interconnect project is moving ahead the money has been earmarked for the Phase 3B Interconnect in the draft FY 2017 budget. SWFWMD currently has the Phase 3B Interconnect ranked low because they require a local co-funding component. The development and approval of the Interlocal Agreement between Sarasota County and the Authority previously discussed would meet the requirement for SWFWMD to fund the project.

Mr. Coates said that it is not anticipated an Interlocal Agreement could be developed timely for the FY 2017 funding cycle for the Phase 4 Interconnect and that project could be re-submitted for the FY 2018 funding cycle. Mr. Coates said the possibility of combining the Phase 3B Interconnect and the Phase 3D Interconnect was discussed with Sarasota County.

Commissioner Constance asked Mr. Coates if he would be bringing this back in June so the Board can make the decision to allocate the state funds to presumably the Phase 3B Interconnect.

Mr. Coates said yes. In addition it is anticipated the Interlocal Agreement with Sarasota County for the Phase 3B Interconnect will be completed at that time for Board approval.

4. Partially Treated Water Aquifer Storage & Recovery Concept Presentation Presented by Mike Coates, Deputy Director

Mr. Coates presented the results from the recently completed preliminary study conducted by CH2M and ASRus on the viability of partially treating water for recharge to the aquifer storage/recovery (ASR) system. Mr. Coates said this item is about a concept - a change in the way we store water at the Peace River Facility [PRF] and we believe has a potential to improve storage operation and save money. The authors of the report, Ryan Messer with CH2M and Mark McNeal with ASRus, were in audience and available for questions.

Mr. Coates said we have a unique operation at the PRF utilizing the seasonal and available resource through withdrawal and storage of high flows from the Peace River to provide a stable supply for our customers. Storage at the PRF includes off-stream reservoir and ASR.

Mr. Coates explained there are two typical operating procedures at the PRF one for wet season operation and one for dry season operation. The wet season operation is meeting demand and filling storage. Water is harvested from the river based upon the water use permit. The permitted withdrawal schedule allows a small percentage of the water from the river to be harvested once a minimum floor level is achieved. The summer river flows are typically over 1 BG per day, so harvesting even a small percentage results in a large amount of water. Our permit allows us to pump up to 120 mgd to the off-stream reservoir system and then pumped to the PRF to be treated and pumped to the customers.

Water treated in excess of demand can be used for recharge of the ASR system. There are 21 wells in the ASR system and is the largest ASR system in the eastern US. Realistically there is no limit to the amount of water that could be recharged to the aquifer but the design capacity is 6 BG.

Mr. Coates said there are a couple of important concepts to note: (1) treated water is being recharged to the ASR system and (2) excess water treatment capacity is being utilized to recharge that system. During the dry season operation when flows from the Peace River are too low or water quality in the river is not acceptable, water is taken from the off-stream reservoir system and pumped to the PRF to be treated and pumped to the customers. If the reservoir system gets low, we begin to recover the ASR water back into

the reservoirs which then mixes with the water in the reservoir and pumped to the PRF and treated again for distribution to the customers.

Mr. Coates said the concept is the potential to operate the ASR system in a manner more economically similar to the above-ground reservoir system. Converting the ASR system to a partially treated surface water ASR system and recharging with water directly from the reservoir system rather than potable water would significantly reduce the treatment cost of operating the ASR system since it would only require treatment to drinking water standards one time, when recovered from ASR storage. There would also be a marked benefit in water quality since the surface water treatment process adds about 75 milligrams per liter [mg/L] of total dissolved solids (TDS). By omitting the treatment process prior to ASR recharge, the water being recharged has about 20% lower TDS concentration and the final drinking water produced would be better quality as well.

Uncoupling ASR injection from the initial treatment cost eliminates surplus treatment capacity as a constraint. This creates the potential for excess river water which would normally flow to tide to be recharged. This could offset the impacts of groundwater withdrawals elsewhere in the region and contributed to the SWFWMD's recovery plan for the Southern Water Use Caution Area [SWUCA] by boosting aquifer levels.

Another potential benefit is the long term effectiveness of the ASR system. Part of the rationale is that we are using excess treatment capacity to recharge ASR. As demand increases, there is less excess treatment capacity which affects ability to recharge ASR.

Mr. Coates said we save on the treatment capacity but it does require adding another pumping station and that would then recharge the ASR system. So there is a capital component estimated at \$7.5M to make this system work. But that does support storing a large volume of water in ASR if we put in a 20 MGD pumping station we can put water into that system faster than we can now.

Mr. Coates said at this time we have not talked with DEP or SWFWMD about this concept. Mr. Coates noted SWFWMD is looking at something similar in Flatford Swamp and Mr. Manson noted Hillsborough County is looking at something similar with reclaim.

Mr. Coates said there are some interesting possibilities if you can get the cost low enough and of course it also reduces the carbon footprint because we are not putting chemicals in the water and energy costs for the water and then doing it all over again. This is not without risk however. By injecting water that is partially filtered and perhaps not disinfected, there is risk of clogging in the wells. That is something we need to look at and something we plan to look at in the pilot testing which is really critical to this effort. We also need to understand the effect of arsenic mobilization because that is what requires us really to treat this water twice. When we put treated water in to begin with it mobilizes naturally occurring arsenic that is in the formation and then that arsenic is pulled back with the water that we put back in the reservoirs system. Instead of putting it directly into the drinking water system, it is put in the reservoir system and it is retreated and the arsenic comes out in the treatment process. But we do need to understand the effect of arsenic mobilization of putting partially treated water in and all of that is going to come out in the pilot testing.

Mr. Coates said the next steps would be to DEP about a permit modification that will allow us to do the pilot testing on the ASR. With a favorable response from DEP we would get a permit modification sometime this fall and could begin the pilot testing in December 2016 or January 2017.

Again, this is a concept we wanted to roll out and get any feedback you have. We will bring this back to you as often as like but is something that could save us money and improve the operation.

Commissioner Constance said your potential savings are there if you are needing to put 1BG underground all the time but if we are not doing that then it is actually costing us money and asked Mr. Coates to speak to that.

Mr. Coates said there are a couple of points. Our target for recharging the ASR system for the last three years has been about 1.5 BG because we are trying to build storage in the system. For the last three however we have not had to take any water out of ASR which has allowed us to build that storage. However, most of the time we are running the ASR system 90 to 100 days and we rely on it. Secondly, there is a ground water gradient. Groundwater flows like a river but much more slowly. Rivers flow feet per minute but groundwater flows one-half foot per day. And so the water that we put in will continue to move with time and it will eventually move away from the place where we can actually withdraw it. So we will have to continue to recharge the ASR.

Commissioner Constance asked what the cost would be for the pilot testing and if the cost was budgeted

Mr. Coates said we are looking at about \$200,000 in FY 2017 and in FY 2019 we would actually begin to build something if things work out. It is planned for in the draft budget.

Mr. Lehman noted that Manatee County was actually the first utility in the state with ASR and we, the Authority, are the largest; the City of Bradenton is a leader with de-oxidation; and North Port is looking at the same concept with ASR. So there is a whole lot of benefit, not just to the Authority, but to the whole region in general

5. Strategic Plan Implementation Process Presented by John Shearer, Shearer Consulting

Mr. Shearer reminded the Board the Strategic Plan is very aspirational and far reaching and the objective of this process is to develop a method for implementing the Authority's vision, mission and core values. Mr. Shearer said this process is planned to maximize the participation and cooperation not only among the member governments but reach out to other utilities in the region as well. As discussed at the last Board meeting, the core value teams will be led by a senior Authority staff and comprised of the members. The initial activity of each core value team is to develop a scope of work to fulfill the core values. Mr. Shearer noted many of the Authority's policies and procedures have been in place since day one and this process may create an opportunity to tweak and/or change those policies and procedures or determine they are suitable as written.

6. Legislative Session Wrap-up Presented by Diane Salz, Legislative Affairs Liaison

Ms. Salz reported on the results of the 2016 Legislative Session. Ms. Salz said the emphasis over the last three years has been to support regional partnerships and to enhance funding the Authority's vision for 2035. And over those three years the Authority has been awarded \$6M in state funding. Special thanks go to the Authority's water project funding sponsors Representative Ben Albritton and Senator Nancy Detert, and to the delegation members.

Ms. Salz said another priority for the Authority has been to support the appropriation of state funds that promote regional projects without creating new bureaucracy. This and other important priorities of the Authority were addressed in the passage of the Comprehensive Water Policy Reform legislation that was Senate Bill 552. Section 9 of Senate Bill 552 underscores the need for the water management districts to

secure funding for regionally significant projects. And we were successful in our efforts to prevent the creation of a new layer of bureaucracy and instead that will remain the job of the water management districts and our delegation members to discern which projects warrant state funding.

Other areas worth mentioning of interest to the Authority relate to protection of surface waters. There were provisions relating to special districts that did not sit well for us. There are 1,600 special districts in the state, and the Authority is in a class of its own and sometimes what appears to be requirements that look like they will work real well for all those other special districts don't really sit well for us at all. Another area where we did weigh in was the implementation of constitutional amendment no. 1 the water and land conservation amendment that was passed in 2014.

GENERAL COUNSEL'S REPORT

Mr. Manson advised the Board of a possible federal indictment involving some companies that sell chemicals and allegations there has been price fixing and territory fixing. The Authority has been approached by a law firm pursuing a class action lawsuit for the state of Florida and is affiliated with another law firm that is doing this nationwide. In addition, Florida Attorney General Pam Bondi has initiated an investigation and has requested the Authority provide their bid documentation back to 1997. This information has been requested from most utilities in Florida. Mr. Manson said he would keep the Board apprised how the lawsuit may go forward and what involvement the Authority may have.

Mr. Manson said Craig Varn, currently general counsel for DEP, is returning to Manson Bolves Donaldson and the firm name will become Manson Bolves Donaldson and Varn.

Mr. Manson said he would like to speak to his contract for legal services even though it is a discussion item on the Executive Director's report. He said the contract provides an annual amount up to \$180,000 for services within the scope of the contract. Mr. Manson said the settlement negotiations with RTD for the 1991 Rebuild project and the funding agreements for the Phase 1 Interconnect with Punta Gorda were more involved than he anticipated but he expects other monthly invoices will be much lower. He feels he is on track for the year and unless the Board approves anything additional the firm would make up the cost difference. He said he is keeping an eye on the expenses.

EXECUTIVE DIRECTOR'S REPORT

Mr. Lehman said 2016 marks the silver anniversary of the PRF and Friends of Peace Water, Inc. is sponsoring the annual BBQ on May 6th to celebrate this occasion. Representative Ben Albritton will be the guest speaker. Mr. Lehman said Senator Detert and Representative Roberson have been supporters of the Authority and regionalism and are both terming out and suggested they be recognized, along with Representative Albritton, at the BBQ for their efforts. The Board concurred. Mr. Lehman said over the years people have asked about the history of the Authority and the video that is being prepared for the BBQ includes interviews with historians like Derek Dunn-Rankin with the Charlotte Sun and Tom Tryon with the Herald Tribune along with Don Ross and others that were on the early Boards.

ROUTINE STATUS REPORTS

Routine status reports are provided for informational purposes and no presentation is made.

1. Hydrologic Conditions Report
2. Check Registers for January 2016 and February 2016
3. Regional Integrated Loop System Phase 1 Interconnect [U.S. 17 to Punta Gorda]

BOARD MEMBER COMMENTS

Commissioner Chappie said in his years on the Board he has heard a lot about reservoir no. 2 but not much about reservoir no. 1. He asked if staff had ever done a report on maintenance and costs associated with reservoir no. 1. He said it would be interesting to hear a little bit about reservoir no. 1.

Mr. Lehman said he would be glad to have staff put that information together.

Commissioner Chappie asked Ms. Salz if we do any type of report card of how our local legislators vote and how they support our issues so we would have a better understanding and knowledge as who we need to lobby when we have issues.

Ms. Salz said our delegation is very supportive across the board. It is really a matter of getting them up to speed on where we are and what we are doing and what our needs are. Generally, they are willing to go the extra mile. Ms. Salz said we can discuss it further if you would like.

Mr. Lehman said a lot of it comes down to who sits on what specific committee also.

PUBLIC COMMENTS

There were no public comments.

SCHEDULE OF FUTURE MEETINGS

Friends of Peace Water, Inc. Annual BBQ – PRF Silver Anniversary
Friday, May 6, 2016 @ 11:30 a.m.
Peace River Facility

Next Authority Board Meeting
Wednesday, June 1, 2016 @ 9:30 a.m.
DeSoto County Administrative Building
Commission Chambers, First Floor
201 East Oak Street, Arcadia, Florida

Future Authority Board Meetings
July 28, 2016 @ 9:30 a.m. – Charlotte County Administration Center, Port Charlotte, Florida
October 5, 2016 @ 9:30 a.m. – Sarasota County Administration Center, Sarasota, Florida
December 7, 2016 @ 9:30 a.m. – Manatee County Administrative Center, Bradenton, Florida

Adjournment

There being no further business to come before the Board, the meeting adjourned at 11:05 a.m.

Commissioner Christopher G. Constance
Chairman

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
June 1, 2016**

**CONSENT AGENDA
ITEM 2**

Set a Public Hearing for FY 2017 Budget for July 28, 2016

Recommended Action -

Motion to Set a Public Hearing for FY 2017 Budget for July 28, 2016 at 9:30 a.m., Charlotte County Administration Center, Commission Chambers, Room 119, 18500 Murdock Circle, Port Charlotte, Florida.

The Board approved the Tentative Budget for FY 2017 and Resolution 2016-01 'Resolution Setting Forth Preliminary Schedules of Rates, Fees and Charges for FY 2017' at the Board meeting on April 6, 2016. This action sets a public hearing for the FY 2017 Budget is scheduled for July 28, 2017 at 9:30 a.m., Charlotte County Administration Center, Commission Chambers, Room 119, 18500 Murdock Circle, Port Charlotte, Florida.

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
June 1, 2016**

**CONSENT AGENDA
ITEM 3**

Receive and File Authority Financial Reports

Recommended Action -

Motion to receive and file Mid-Year Financial Report for FY 2016.

Motion to receive and file Semi-Annual Investment Report for March 31, 2016.

a. Mid-Year Financial Report for FY 2016

Mid-Year Financial Report for FY 2016 is submitted for the Board to receive and file.

b. Receive and File 'Semi-Annual Investment Report' [March 31, 2016]

'Semi-Annual Investment Report for March 31, 2016 is submitted for the Board to receive and file.

TAB A
Mid-Year financial Report for FY 2016

MEMORANDUM

DATE: June 1, 2016

TO: Board of Directors
Peace River Manasota Regional Water Supply Authority

THRU: Patrick J. Lehman
Executive Director

FROM: Ann Lee
Finance/Administration Manager

SUBJ: Mid-Year Financial Report for Fiscal Year 2016

As of March 31, 2016, the Authority's total revenues were \$17,105,639, which is 46% of the \$37,158,279 allocated by the approved budget for FY15-16. Water Sale revenues were \$15,143,444, which is 49% of the \$30,676,319 budgeted.

The Authority's total expenditures thru March 31, 2016 (before depreciation and capitalization adjustments) were \$13,922,700, which is 37% of the \$37,158,279 allocated by the approved budget for FY15-16. Of this, the facility expenditures were \$13,268,485, which is 37% of the allocated budget of \$36,498,779 and the general administration expenditures were \$294,215, which is 45% of the allocated budget of \$659,000.

This mid-year shortfall in expenditures is typical of the Authority's business cycle as the majority of the budgeted funds are expensed in the second half of the year both due to the rainy season and the completion of projects that were underway during the dry months.

If you have any questions, please let me know.

TAB B
Semi-Annual Investment Report for March 31, 2016

MEMORANDUM

DATE: June 1, 2016

TO: Board of Directors
Peace River Manasota Regional Water Supply Authority

THRU: Patrick J. Lehman
Executive Director

FROM: Ann Lee
Finance/Administration Manager

SUBJ: **Semi-Annual Investment Report for March 31, 2016**

In accordance with the Authority's investment policy, attached is a summary of the Peace River Manasota Regional Water Supply Authority's investments as of March 31, 2016, for your review. Liquid assets are not currently benchmarked against any other market yield.

As of March 31, 2016, the Authority's portfolio totaled \$27,631,946 compared to \$26,182,364 on September 30, 2015, which is \$1,449,582 more than the last reporting period. As of mid-year, the restricted construction and reserve funds total approximately \$20.9 million. The Authority has earned \$42,576.31 in interest from the Florida Prime (SBA) accounts and \$17,563.41 from the Florida Local Government Investment Trust (FLGIT) accounts through March 31, 2016 and is currently expected to exceed last year's interest earnings of \$79,779.28 (total interest earnings for FY14-15 less the SBA Fund B NAV Excess).

Seven (7%) percent of the portfolio is in money market and non-interest bearing checking accounts. The SBA holds seventy eight (78%) percent of total investments and is currently yielding 0.57%, which is a yield increase of .32% from the previous reporting period. The Florida Local Government Investment Trust (FLGIT) holds fifteen percent (15%) in mutual bond funds yielding 0.43%, which is a .45% yield decrease from the last reporting period. This decrease was due to the funds losing money in the 1st quarter of the fiscal year, but the accounts have been yielding .71 % in the 2nd Quarter and are expected to continue earning at this rate.

Both the SBA and FLGIT fund values are impacted on bond rates and comments from the Federal Reserve about the economy, but the yield rates for both are expected to continue to improve at a slow pace. According to the Authority's investment policy, our portfolio must be designed with goal of exceeding the yield rates on the 90 day Treasury Bill. As of March 31, 2016, the 90 day Treasury Bill had a yield rate of .30% and both the SBA and FLGIT continue to outperform this benchmark.

The Authority's investment policy has limitations on investments beyond 24 months allowing liquidity for current expansion, new water resource development, and capital improvement projects.

- Florida Prime maintains an AAAM rating from Standard and Poor's and the fund is entirely liquid.
- FLGIT maintains an S&P rating of AAAf/S1 with next day liquidity.

If you have any questions, please let me know.

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

INVESTMENT SUMMARY

as of

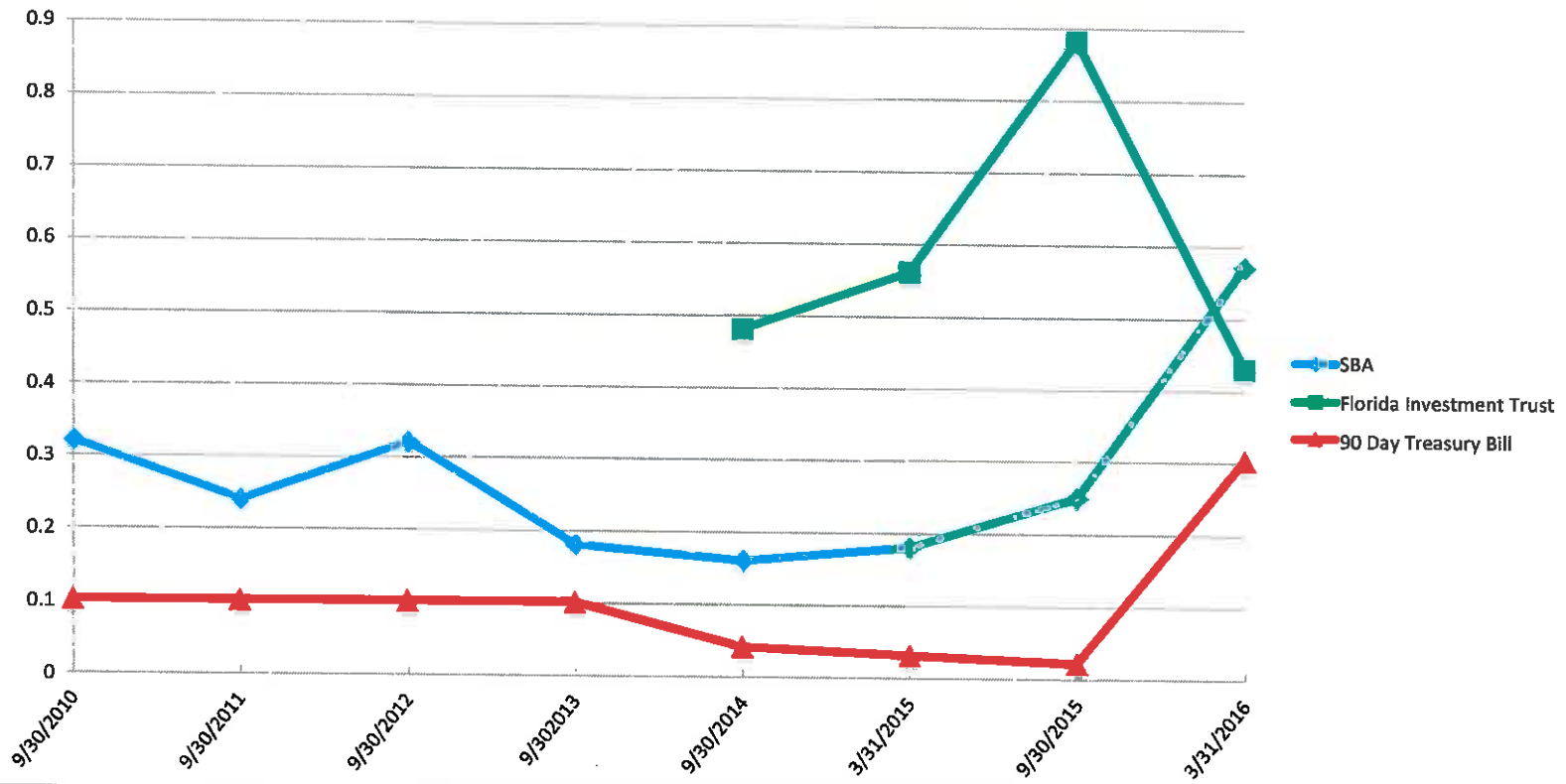
March 31, 2016

Date	Account No	Fund	Par Value	Market Value	Book Value	Yield	Maturity Date
State Board of Administration Funds							
3/31/2016	251261	SBA-General Opns/Maint Fund	4,228,374	\$4,228,374	\$4,228,374	0.57%	Liquid
3/31/2016	251262	SBA-R & R Reserve****	3,265,120	\$3,265,120	\$3,265,120	0.57%	Liquid
3/31/2016	251263	SBA-Utility Reserve Fund****	5,145,845	\$5,145,845	\$5,145,845	0.57%	Liquid
3/31/2016	251265	SBA-Construction Funds****	6,943,650	\$6,943,650	\$6,943,650	0.57%	Liquid
3/31/2016	251266	SBA-Rate Stbl'z Fund****	1,964,137	\$1,964,137	\$1,964,137	0.57%	Liquid
3/31/2016	251268	SBA-Debt Svc Sinking Fund****	3,143	\$3,143	\$3,143	0.57%	Liquid
		Sub-Total Fund A*	21,550,269	21,550,269	21,550,269		
Checking/Certificate of Deposit/NOW Accounts***							
Bank of America		Checking-General Opns***	1,445,300	\$1,445,300	\$1,445,300	0.00%	Liquid
Bank of America		Checking-Construction***	561,922	\$561,922	\$561,922	0.00%	Liquid
			2,007,221	\$2,007,221	\$2,007,221		
FLGIT - Short Term Bonds							
		FLGIT-General Opns/Maint Fund	1,018,614	\$1,018,614	\$1,018,614	0.43%	Liquid
		FLGIT-Utility Reserve Fund	3,055,841	\$3,055,841	\$3,055,841	0.43%	Liquid
		Total FLGIT Funds	4,074,456	\$4,074,455	\$4,074,455		
Total Fed Agency Issues				\$0	\$0		
Total Restricted Funds			20,939,658				
Total Investments			27,631,946				

*Florida Prime (SBA) Fund A is rated AAAM by Standard and Poor's

***All checking accounts and certificate of deposits are deposited in QPD's in accordance with Chapter 280, Florida Statutes

Peace River Manasota Regional Water Supply Authority Investment Yield Trends 9/2010 -3/2016



**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
June 1, 2016**

**CONSENT AGENDA
ITEM 4**

**One-Year Extension of Agreement for Financial Advisory Services
with FirstSouthwest, a Division of Hilltop Securities Inc.**

Recommended Action -

**Motion to approve one-year extension of Agreement for
Financial Advisory Services with FirstSouthwest, a
Division of Hilltop Securities Inc. through July 31, 2017.**

The Authority's current Agreement for Financial Advisory Services with First Southwest Company will expire on July 31, 2016. The Agreement includes provision to extend contract time for additional periods upon mutual consent of the parties. Staff recommends a one-year extension of the Agreement through July 31, 2017. Note that the company name has recently changed from *First Southwest Company* to *FirstSouthwest, a Division of Hilltop Securities, Inc.* Aside from the name change, all other terms and conditions of the agreement remain unchanged.

Extension letter and original contract are attached.

Budget Action – No action needed.

TAB A
Letter Extension
with First Southwest Company

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

HON. CHRISTOPHER G. CONSTANCE
CHARLOTTE COUNTY

HON. ELTON A. LANGFORD
DE SOTO COUNTY

HON. JOHN R. CHAPPIE
MANATEE COUNTY

HON. ALAN MAIO
SARASOTA COUNTY

PATRICK J. LEHMAN, P.E., EXECUTIVE DIRECTOR

June 1, 2016

Gary Akers, Senior Vice President
First Southwest Company, a Division of Hilltop Securities Inc.
450 South Orange Avenue, Suite 460
Orlando, Florida 32801

Re: Agreement for Financial Advisory Services (February 6, 2008)
One-Year Extension of Agreement through July 31, 2017

Dear Mr. Akers:

The above-referenced Agreement allows time extension of the Agreement upon mutual consent of the Authority and First Southwest, a Division of Hilltop Securities Inc. The Authority Board of Directors approved a one-year extension of the Agreement through July 31, 2017. All other terms and conditions of the Agreement remain unchanged. Please sign and return a copy of this letter to be attached and be a part of the Agreement.

Please feel free to contact me if you need any additional information.

Sincerely,

FIRST SOUTHWEST COMPANY,
A DIVISION OF HILLTOP SECURITIES INC.

Patrick J. Lehman, P.E.
Executive Director

Date

Print name, title

TAB B
Agreement for Financial Advisory Services
with First Southwest Company

AGREEMENT FOR FINANCIAL ADVISORY SERVICES

THIS AGREEMENT is made this 6th day of FEBRUARY 2008 between PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY, an independent special district created pursuant to Section 373.1962, Florida Statutes, 6311 Atrium Drive, Suite 100, Bradenton, Florida 34202, hereinafter referred to as the ("Authority"), and FIRST SOUTHWEST COMPANY, a ^{Delaware B.V.} Florida Corporation, 20 North Orange Avenue, Suite 1209, Orlando, Florida 32801, hereinafter referred to as the ("Financial Advisor").

WHEREAS, the Authority provides certain governmental services and owns and operates a regional public water supply system; and

WHEREAS, the Authority desires to engage the Financial Advisor to provide the services of a qualified financial advisor in the implementation of the Authority's capital improvement programs and in the conduct of business transactions with financial institutions; and

WHEREAS, Financial Advisor desires to render financial advisory services as described in the Scope of Services, and has the experience, staff and resources to perform those services.

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

SECTION 1. EMPLOYMENT OF FINANCIAL ADVISOR.

The Authority hereby agrees to engage Financial Advisor, and Financial Advisor hereby agrees to perform the services set forth in the SCOPE OF SERVICES.

SECTION 2. DEFINITIONS.

The following terms as used in the Agreement shall have the following meanings:

- A. "Agreement" – This written document as it may be amended from time to time.
- B. "Scope of Services" – Those tasks and duties of Financial Advisor pursuant to this Agreement, which are more particularly described in Exhibit "A".

SECTION 3. SCOPE OF SERVICES.

Financial Advisor shall provide financial advisory services as set forth in Exhibit "A" in an expeditious manner. The key personnel assigned by First Southwest Company to provide services to the Authority shall be GARY E. AKERS, Senior Vice President. Such key personnel shall not be assigned to or removed from providing services to the Authority without consent of the Authority.

SECTION 4. THE AUTHORITY'S RESPONSIBILITY.

The Authority's responsibilities are as follows:

- A. To designate the Executive Director to act on the Authority's behalf with respect to the Scope of Services. The Executive Director shall have complete authority to transmit instructions, receive information, approve invoices and authorize payments thereon, interpret and define Authority's policies and decisions with respect to materials, elements, sub-consultants, key personnel and systems pertinent to the Financial Advisor's services.
- B. To provide, within a reasonable time from request of the Financial Advisor, information in the Authority's possession or under the Authority's control that are necessary, or may be helpful, for the execution of the duties of the Financial Advisor in the Scope of

Services; and to provide full information regarding requirements of the Scope of Services, including objectives, budget constraints, criteria and other requirements that exist at the time of signing of this Agreement or which may develop during the execution of the Agreement.

- C. To give prompt written notice to the Financial Advisor if the Authority observes or otherwise becomes aware of any fault in the Scope of Service or non-conformance with the Agreement Documents.
- D. To furnish required information and services and render approvals and decisions as expeditiously as necessary for the orderly progress of the Financial Advisor's services.

SECTION 5. THE FINANCIAL ADVISOR'S RESPONSIBILITY.

In addition to the Scope of Services, the Financial Advisor shall perform the following:

- A. The Financial Advisor shall secure at its own expense, all personnel, facilities, and equipment required to perform the professional services necessary to complete the Scope of Services.
- B. The Financial Advisor shall maintain an adequate and competent staff licensed and operating within the State of Florida. Gary Akers shall have the authority to transmit instructions, receive information, and interpret and deliver the Financial Advisor's policies, opinions and decisions related to the Scope of Services.
- C. The Financial Advisor shall secure all licenses or permits required by law for the performance of the Scope of Services and shall be in compliance with all federal, state and local law, statutes, rules, regulations, ordinances, orders and decisions in effect at the time of the execution of the Agreement and during the time of performance of the Scope

of Services.

- D. The Financial Advisor shall at all times keep the Authority advised as to the progress on the Scope of Services. The Authority and/or its authorized representative shall have the right to visit the office of the Financial Advisor at any reasonable time for purposes of inspection. The documents obtained or generated under the Agreement shall be maintained by the Financial Advisor and made available to the Authority upon request by the Authority at all times during the term of the Agreement and for five (5) years thereafter. In addition to the documents and reports, the Financial Advisor shall deliver to the Authority, at cost, copies of such documents or reports the Authority may request from time to time.
- E. The Financial Advisor shall cooperate with other consultants retained by the Authority as needed.
- F. The Authority shall have the right during the three (3) year period following the expiration or termination of the Agreement to audit the Financial Advisor with regard to any financial matters in connection with services of the Financial Advisor under this Agreement. The requested audit shall be performed by a certified public accountant selected and paid for by the Authority. The Financial Advisor shall make all documents and data available to the Authority. The Financial Advisor may have the audit reviewed by the Financial Advisor's auditor at its own expense.

SECTION 6. TIME OF PERFORMANCE.

The Financial Advisor shall commence work immediately after the execution of this Agreement.

The term of this Agreement shall be for a period of three (3) years and shall be extended, in

writing, for additional periods upon mutual agreement between the Authority and the Financial Advisor.

SECTION 7. COMPENSATION.

Compensation for the Scope of Services performed by the Financial Advisor shall be as follows:

- A. Financial Advisor shall be paid on an hourly basis for all time expended by its personnel for financial advisory services performed in connection with the Scope of Services as follows:

<u>Position</u>	<u>Hourly Rate</u>
Senior Officers (Senior Vice President, Managing Director and Senior Vice President, Vice President)	\$160.00
Professional Staff (Associates/Analysts)	\$140.00
Support Staff	\$100.00
Other	\$ 30.00

The fee schedule may be adjusted on an annual basis upon written approval by the Executive Director.

- B. In addition to the foregoing hourly rates received by the Financial Advisor, it shall be entitled, whenever notes or bonds are issued by the Authority, to a fee in accordance with the fee schedule set forth below. But if work by the Financial Advisor is performed upon a specific project for which bonds or notes are actually issued, then the Authority shall be entitled to a credit equal to all the amounts billed under this subsection. As an example, if the Authority and the Financial Advisor plan a bond issue in which the Financial Advisor bills and invoices the Authority for \$5,000.00 worth of work on an hourly basis

but a final decision is made by the Authority to issue no bonds, then the Financial Advisor shall be entitled to \$5,000.00. If however, the planning work by the Financial Advisor and the Authority shall culminate in the actual issuance of bonds, then the Financial Advisor shall be entitled to compensation under this subsection after allowing a credit for the \$5,000.00 previously paid. If the Financial Advisor performs work on a specific issuance of obligation (bond issuance), the Financial Advisor shall be compensated as follows:

Fees:

\$20,000 for obligations up to	\$15,000,000
Plus \$1.00 per \$1,000 for next	\$15,000,000
Plus \$0.75 per \$1,000 for next	\$30,000,000
Plus \$0.50 per \$1,000 for next	\$60,000,000

For escrows that require structuring and bidding of open market securities, investment contracts and certifications of market prices, a fee of 2 basis points shall apply subject to a minimum fee of \$5,000. In any event, such amount shall not exceed the amount permitted in existing U.S. Treasury regulations.

- C. The fair and reasonable expenses of the Financial Advisor necessarily incurred in the performance of the duties herein described and agreed to by the Authority or its designee shall, upon proper invoice and detail, be paid by the Authority. Out-of-pocket expenses incurred by the Financial Advisor for the Authority relating to the activities contemplated herein and agreed to by the Executive Director shall also be paid by the Authority at actual cost with no mark-up, including, but not limited to, such costs as fees to attorneys and consultants, Official Statement printing costs, rating agency fees, and the costs of

printing and delivery of debt obligation instruments. Out-of-pocket expenses incurred by the Financial Advisor for travel or hotel expense are to be pre-approved by the Executive Director and will be reimbursed in accordance with Exhibit "B" Authority Resolution 2005-09 '*Resolution Establishing Per Diem and Travel Expenses*' (or latest version).

- D. The Financial Advisor shall prepare and submit to the Executive Director for approval monthly invoices for the services rendered and expenses incurred under this Agreement. Invoices must be submitted to the Executive Director by the 20th day of the month for work completed the previous month. Payment shall be made within thirty (30) days of receipt and approval of invoice by the Executive Director. All invoices shall be accompanied by a report identifying the nature and progress of the services performed and in a format approved by the Executive Director.
- E. The Authority reserves the right to withhold payment to the Financial Advisor for failure to perform services in accordance with this Agreement. The Authority shall promptly notify the Financial Advisor if any invoice or report is found to be unacceptable and will specify the reasons therefore.
- F. The Financial Advisor shall have the right to suspend services under the Agreement if an invoice becomes delinquent. "Delinquent" shall be defined as an invoice not being paid within sixty (60) days from receipt by the Authority. The Financial Advisor's right to suspend services does not become effective if the Authority has withheld payment of an invoice for cause.

SECTION 8. GENERAL CONSIDERATION.

- A. The Financial Advisor shall not be an underwriter of any debt obligation issued by the

Authority and shall not in any manner participate in the syndication for the issuance of any of the Authority's obligations.

- B. All original documents prepared by Financial Advisor are instruments of service and shall become public property. However, the use of data gathered under this Agreement shall be restricted and limited to the purposes of this Agreement, excluding the data in the public domain, and shall not be used to service other contracts of the Financial Advisor without written permission of the Authority. The Financial Advisor will provide reproducible copies of reports and other documents. Copies of electronic media used to store data shall be provided to the Authority in a format suitable for hard copy print out. Reports, documents and maps obtained from other agencies in the course of executing the Scope of Services will be considered the property of the Authority and will be delivered by the Financial Advisor to the Authority upon the Authority's request and/or completion of assignment. Reuse of documents of the Authority for purposes other than those intended by this Agreement shall be at the sole risk of the Authority.
- C. In connection with the work to be performed under this Agreement, Financial Advisor agrees to comply with the applicable provisions of State and Federal Equal Employment Opportunity statutes and regulations and with the provisions of Chapter 119, Florida Statutes (Public Records Law).

SECTION 9. PROHIBITION AGAINST CONTINGENCY FEES.

The Financial Advisor warrants it has not employed or retained any company or person, other than a bona fide employee working solely for the Financial Advisor, to solicit or secure this Agreement and that the Financial Advisor has not paid or agreed to pay any person, company,

corporation, individual or firm, other than a bona fide employee working solely for the Financial Advisor, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the Authority shall have the right to terminate this Agreement without liability, and at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

SECTION 10. ENTITY CRIMES AFFIDAVIT.

The Financial Advisor represents it has furnished a Public Entity Crimes Affidavit pursuant to Section 287.113, Florida Statutes.

SECTION 11. INSURANCE.

A. The Financial Advisor shall purchase and maintain such commercial (occurrence form) or comprehensive general liability, workers compensation and other insurance as is appropriate for the services being performed hereunder by the Financial Advisor, its employees or agents. The amounts and types of insurance shall conform to the following minimum requirements:

1. **Workers Compensation.** Coverage must apply for all employees and statutory limits in compliance with the applicable state and federal laws. In addition, the policy must include the following:
 - a. Employer's Liability with a minimum limit per accident in accordance with statutory requirements.
 - b. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide Authority with thirty (30) days written notice of cancellation and/or restriction.
2. **Comprehensive General Liability.** Coverage must include:
 - a. \$1,000,000.00 combined limit per occurrence for bodily injury, personal injury and property damage.

- b. Contractual coverage applicable to this specific contract, including any hold harmless and/or indemnification agreement and independent contractor's coverage.
 - c. Additional Insured. Authority is to be specifically included as an additional insured.
 - d. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide Authority with thirty (30) days written notice of cancellation and/or restriction.
 - 3. Comprehensive Automobile Liability. Coverage must be afforded on a form no more restricted than the latest edition of the Comprehensive Automobile Liability Policy filed by the Insurance Services Office and must include:
 - a. \$1,000,000 combined single limit per accident for bodily injury and property damage.
 - b. Owned Vehicle.
 - c. Hired and Non-Owned Vehicles.
 - d. Employee Non-Ownership.
 - e. Additional Insured. Authority is to be specifically included as additional insured.
 - f. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide Authority with thirty (30) days written notice of cancellation and/or restriction.
 - 4. Personal Liability. Coverage must include:
 - a. Minimum limit of \$1,000,000 per occurrence or claim of malpractice, negligence, error and omissions.
 - b. Minimum limit of \$1,000,000 in the aggregate for claims of malpractice, negligence, error and omissions.
 - c. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide Authority with thirty (30) days written notice of cancellation and/or restriction.
- B. The Financial Advisor must deliver to the Authority Certificates of Insurance evidencing the insurance coverage specified in this Section prior to commencing work under the Agreement. The required Certificates of Insurance not only shall name types of policies provided but also shall refer specifically to the Agreement.
- C. 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. The Financial Advisor shall provide the Authority with financial information concerning any self-insurance fund insuring the Financial Advisor. At the Authority's option, Self-Insurance Fund financial information may be waived.

- D. All the policies of insurance so required of the Financial Advisor, except workers compensation and professional liability, shall be endorsed to include as additional insureds: the Authority, its directors, officers, employees 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 the Financial Advisor 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.
- E. Deductible and self-insured retention amounts shall be subject to approval by the Authority, which approval shall not be unreasonably withheld. The Financial Advisor is responsible for the amount of any deductibles or self-insured retentions.
- F. Approval of the insurance by the Authority shall not relieve or decrease the liability of the Financial Advisor hereunder. The Financial Advisor 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 the Financial Advisor's interests or liabilities, but are merely minimums.

- G. 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 the Financial Advisor by certified mail. The Financial Advisor 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.
- H. All insurance required hereunder shall remain in full force and effect until final payment to the Financial Advisor except for the requirement in the paragraph below.
- I. Professional liability insurance shall continue in force until the end of the fifth (5th) calendar year following termination of this provision. The current professional liability insurance policy, if not renewed, shall provide for an extended reporting period on the existing policy through said fifth (5th) calendar year.
- J. The Financial Advisor shall, upon request by the Authority, deliver to the Authority a copy of each insurance policy purchased by the Financial Advisor.
- K. 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, employees, representatives or agents. Nothing contained in these insurance requirements

is to be construed as limiting the liability of the Financial Advisor or the Financial Advisor's insurance carriers.

L. The commercial (occurrence form) or comprehensive general liability (occurrence form) insurance shall include contractual liability insurance applicable to all of the Financial Advisor's obligations under the Agreement, including any indemnity or hold harmless provision.

M. The Financial Advisor shall require each of its subcontractors, suppliers and other persons or organization working for the Financial Advisor 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 the Financial Advisor 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 the Financial Advisor, unless such party is a licensed professional. The preceding sentence does not preclude the Financial Advisor for requiring such insurance. The Financial Advisors shall be responsible for ensuring all of its subcontractors, suppliers and other persons or organizations working in connection with the Scope of Services comply with all of the insurance requirements contained herein relative to each such party.

SECTION 12. TERMINATION OF AGREEMENT BY THE AUTHORITY.

A. This Agreement may be terminated by the Authority, with or without cause, upon ten (10) days written notice. If this Agreement is so terminated, the Financial Advisor shall be paid for all work performed, pursuant to the terms and conditions of this Agreement,

up to the date of termination. If the Agreement is terminated, the Financial Advisor must promptly deliver to the Authority copies of all then completed deliverable items and other documents that directly support the deliverables by the Financial Advisor.

B. In the event this Agreement should be terminated by the Authority, the duties of the Financial Advisor under the following provisions shall survive termination and continue in full force and effect:

1. Section 5F regarding Audits;
2. Section 5D regarding Documents;
3. Section 11, regarding Professional Liability Insurance; and
4. Section 16, regarding Indemnification

SECTION 13. CONTROLLING LAW

A. This Agreement is to be governed by the laws of the State of Florida. The sole and exclusive venue for any litigation resulting out of this Agreement shall be in Manatee County, Florida.

B. Should litigation be necessary to enforce any term or provision of this Agreement, or to collect any portion of the amount payable under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all litigation and collection expenses, including witness fees, court costs and attorney's fees.

SECTION 14. SUCCESSORS AND ASSIGNS.

The Authority and the Financial Advisor, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all

covenants of this Agreement. Neither Authority nor Financial Advisor shall assign, sublet or transfer any interest in this Agreement without the written consent of the other.

SECTION 15. EXTENT OF AGREEMENT.

- A. This Agreement represents the entire and integrated agreement between the Authority and the Financial Advisor and supersedes all prior negotiations, representations or agreements, either written or oral.
- B. This Agreement may only be amended, supplemented, modified, changed or canceled by a duly executed written instrument.

SECTION 16. INDEMNIFICATION OF THE AUTHORITY.

- A. The Financial Advisor shall indemnify and hold harmless the Authority, its directors, officers, agents, servants and employees, from liabilities, damages, losses and costs including attorney's fees, or causes of action of whatsoever kind or nature caused by negligence, recklessness, omission or act, or intentionally wrongful conduct of the Financial Advisor, its agents, servants or employees, or other persons utilized by the Financial Advisor, in the performance of services under this Agreement. The Authority and the Financial Advisor agree one percent (1%) of the total compensation to the Financial Advisor for performance of this Agreement is the specific consideration from the Authority to the Financial Advisor for the Financial Advisor's indemnity agreement. The Financial Advisor shall not indemnify the Authority for any negligence of the Authority's employees or agents.
- B. The execution of this Agreement by the Financial Advisor shall obligate the Financial Advisor to comply with the foregoing indemnification provision; however, the obligation

of insuring this indemnification must also be complied with as set forth in Section 11 herein.

SECTION 17. INDEPENDENT CONTRACTOR.

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

SECTION 18. SEVERABILITY.

In the event any provision of this Agreement shall, for any reason, be determined invalid, illegal or unenforceable in any respect, the parties shall negotiate in good faith and agree to such amendments, modifications or supplements of this Agreement or such other appropriate actions as shall, to the maximum extent practicable in the light of such determination, implement and give effect to the intentions of the parties as reflected herein, and the other provisions of this Agreement, as amended, modified, supplemented or otherwise affected by such action, shall remain in full force and effect.

SECTION 19. MEETING ATTENDANCE.

The Financial Advisor shall make formal presentations to the Authority Board at scheduled meetings, when requested, and shall be available to make status reports to the Authority Board as needed.

SECTION 20. NOTICES.

Any notices to be given under this Agreement shall be given by enclosing the same in a sealed envelope, postage prepaid, and depositing same in the United States Postal Service, addressed to the Financial Advisor at its address stated herein, and to the Authority at its address stated herein. Either party may change said address by notice in writing to the other party.

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

ATTEST:

By: Lynnda Stewart

PEACE RIVER MANASOTA
REGIONAL WATERSUPPLY AUTHORITY
By: Patrick J. Lehman
Patrick J. Lehman
Executive Director



WITNESSES:

Dr. [Signature]
Gregg W. Williams

FIRST SOUTHWEST COMPANY

By: Hill A. Feinberg
Hill A. Feinberg
Chairman and CEO

APPROVED AS TO FORM:

Douglas Manson
Douglas Manson
Attorney for Peace River Manasota
Regional Water Supply Authority

EXHIBIT "A"

SCOPE OF WORK FOR FINANCIAL ADVISORY SERVICES

Upon receiving written instructions from the Executive Director, the Financial Advisor shall provide the services listed below:

1. Examine and review the present financial structure of the Authority and its proposed projects;
2. Assist with the preparation of cash flow forecasts for proposed issues addressing debt service requirements and sources of funding;
3. Prepare the timetables and work schedules to ensure proposed bond issues are planned and executed in an efficient manner;
4. Assist in identifying key bond covenant features and advise the Authority with regard to provisions to be included in bond resolutions regarding security, flow of funds, redemption and additional parity debt tests;
5. Assist, as necessary, in the proceedings for the validation of any bonds and the preparations of materials pertaining thereto and testify as an expert witness in the financing program;
6. Advise as to the advantages and disadvantages of a negotiated or competitive bid sale;
7. Assist in the selection of underwriters, if a negotiated sale is advisable;
8. Recommend as to whether credit substitutions or enhancements, such as bond insurance, should be obtained;
9. Prepare for and participate in rating agency presentations including on-site visits by or meetings with such agencies;
10. Arrange for widest possible distribution of Official Statements to bond underwriters and investors;
11. Assist in the negotiating of the underwriter's discount, or spread if a negotiated sale is contemplated;
12. Assist the Authority in selecting registrars, paying agents and other financial intermediaries as necessary;
13. Assist at bond closing and coordinate printing, signing and delivery of the bonds;

14. Provide the Authority with information about the structure of financing programs used by other issuers;
15. Coordinate applications by the Authority for future credit ratings in order to assist in obtaining the highest possible ratings;
16. Provide advice on proposed and actual changes in tax laws and changes in financial markets that could affect bond financing plans;
17. Provide information required by external auditors of the Authority as the same may be reasonably required from time to time;
18. Provide investment strategies based on current market conditions and portfolio review to maximize investment earnings;
19. Evaluate various loan proposals or lease purchase contracts the Authority may enter into;
20. Assist in establishing written goals and objectives for cash and debt management;
21. Review rate studies and feasibility reports for adequacy of future debt financings;
22. Prepare a comprehensive plan for the financing, taking into consideration federal arbitrage regulations and other related parameters, presenting financing alternatives, evaluating debt capacity, future flexibility and vulnerability to market conditions, estimating financing costs and setting forth various structuring alternatives;
23. Assist the Authority in selecting and engaging a bond counsel;
24. Coordinate the "Bond Working Group" consisting of the Authority Board, its Executive Director, Authority Attorney, Underwriters, Bond counsel and others;
25. Advise the Authority Board of Directors and staff as to market conditions and recommend the timing of the sale of the bonds;
26. If the bonds are sold by public sale with sealed bids, prepare a comprehensive official statement of the bonds in conformance with full disclosure guidelines and arrange for its printing;

IF PUBLIC SALE:

27. In cooperation with legal counsel, prepare the official notice of sale for the bonds;
28. Assist the Authority Board at the time of sale in checking all bids for compliance with bid

specifications and making a recommendation as to award of the bonds in the best interest of the Authority Board;

IF NEGOTIATED SALE:

29. Evaluate the bond purchase agreement and advise as to its acceptance or rejection in light of market conditions;

IF PUBLIC OR NEGOTIATED SALE:

30. Provide final amortization schedules to the Authority;
31. Review and approve all invoices and bills submitted to the Authority in connection with the bond issuance;
32. Advise the Authority Board and staff regarding any financial matters as they may arise;
33. Assist the Authority's finance personnel with interpretation and implementation of bond provisions;
34. Prepare an annual report on bonds which will be made available to institutional holders of bonds and other interested parties, if desired by the Authority; and
35. Any other additional work related to the Authority's general financing needs and requirements.

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
June 1, 2016**

**CONSENT AGENDA
ITEM 5**

**One-Year Extension of Agreement for Investment Banking Services
with Citigroup Global Markets, Inc.**

Recommended Action -

Motion to approve one-year extension of Agreement for Investment Banking Services with Citigroup Global Markets, Inc. through July 29, 2017.

The Authority's current Agreement for Investment Banking Services with Citigroup Global Markets, Inc. will expire on July 29, 2016. The Agreement includes provision to extend contract time for additional periods upon mutual consent of the parties. Staff recommends a one-year extension of the Agreement through July 29, 2017. All other terms and conditions of the agreement remain unchanged.

Extension letter and original contract are attached.

Budget Action – No action needed.

TAB A
Letter Extension
with Citigroup Global Markets, Inc.

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

HON. CHRISTOPHER G. CONSTANCE
CHARLOTTE COUNTY

HON. ELTON A. LANGFORD
DESOTO COUNTY

HON. JOHN R. CHAPPIE
MANATEE COUNTY

HON. ALAN MAIO
SARASOTA COUNTY

PATRICK J. LEHMAN, P.E., EXECUTIVE DIRECTOR

June 1, 2016

Robert Szostak
Citigroup Global Markets Inc.
100 North Tampa Street, Suite 3750
Tampa, FL 33602

Re: Agreement for Investment Banking Services (July 29, 2010)
One-Year Extension of Agreement through July 29, 2017

Dear Mr. Szostak:

The above-referenced Agreement allows time extension of the Agreement upon mutual consent of the Authority and Citigroup Global Markets Inc. The Authority Board of Directors has approved a one-year extension of the Agreement through July 29, 2017. All other terms and conditions of the Agreement remain unchanged. Please sign and return a copy of this letter to be attached and be a part of the Agreement.

Please feel free to contact me if you need any additional information.

Sincerely,

CITIGROUP GLOBAL MARKETS, INC.

Patrick J. Lehman, P.E.
Executive Director

Date

Print name, title

TAB B
Agreement for Investment Banking Services
with Citigroup Global Markets, Inc.

**AGREEMENT FOR INVESTMENT BANKING SERVICES
BETWEEN THE PEACE RIVER MANASOTA REGIONAL WATER SUPPLY
AUTHORITY AND CITIGROUP GLOBAL MARKETS, INC.**

This Agreement is made this 29th day of July, 2010, between the Peace River Manasota Regional Water Supply Authority, an independent special district created pursuant to Section 373.1962, Florida Statutes, 6311 Atrium Drive, suite 100, Bradenton, Florida 34202, hereinafter referred to as the ("Authority"), and Citigroup Global Markets Inc., 100 North Tampa Street, Suite 3750, Tampa, Florida 33602, hereinafter referred to as ("Citi").

WHEREAS, the Authority provides certain governmental services and owns and operates a regional public water supply system; and

WHEREAS, the Authority constructs, owns, operates and maintains various water production, storage, treatment, transmission and ancillary facilities ; and

WHEREAS, the Authority has plans to expand and rebuild its facilities; and

WHEREAS, these projects may be funded from the Southwest Florida Water Management District, U.S. Environmental Protection Agency, Authority funds and revenue bonds; and

WHEREAS, the Authority may elect to refinance one or more series of its existing bonds or obligations; and

WHEREAS, the Authority anticipates having capital needs which it elects to fund from revenue bonds during the term of this Agreement; and

WHEREAS, the Authority wishes to retain an underwriting team to assist the Authority with its financial needs for the term of this Agreement; and

WHEREAS, the Authority desires the benefits of consistency of service in its bond underwritings and capital financial planning available through retaining an underwriting team for the term of this Agreement; and

WHEREAS, Citi submitted a response to the Request for Proposals for Investment Banking Services to the Authority dated May 12, 2010; and

WHEREAS, Citi agrees to provide services contemplated by this Agreement for the term of this Agreement consistent with the response to the Request for Proposals for Investment Banking Services; and

WHEREAS, this Agreement is not designed to preclude the Authority from entering into borrowings which may be more cost effective than public offerings, such as bank loans and lines of credit and competitive bond issues; and

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

SECTION 1. RECITATIONS. The recitations set forth above are incorporated herein.

SECTION 2. SCOPE OF SERVICES. The Authority hereby agrees to retain Citi as its Senior Managing Underwriter for bond issues. In that capacity, Citi shall provide underwriting services including the following:

- A. Maintain an understanding of and provide input where appropriate into the capital financing plans of the Authority by reviewing relevant documents and attending pertinent meetings;
- B. Work with Authority staff, advisors and counsel to assist in developing financial plans tailored to the short and long term financial needs of the Authority, which

take into consideration the most cost effective techniques available in the marketplace;

- C. Participate in the implementation of financing plans by serving as the Senior Managing Underwriter for the Authority's bond issues;
- D. Provide only such services as are mutually agreed upon by the Executive Director or designee and Citi which may or may not include the purchase of securities for escrow accounts and brokerage of other securities and investment products for the Authority.

SECTION 3. ADJUSTMENTS TO UNDERWRITING TEAM. The Authority may add other underwriters to serve on the underwriting team as co-managers on issues at the Authority's discretion.

SECTION 4. BOND PURCHASE CONTRACT. This Agreement is not a guarantee by Citi to underwrite and each individual underwriting shall be subject to the execution by the Authority and Citi of a Bond Purchase Contract in connection with such underwriting.

SECTION 5. COMPENSATION. Citi shall receive fees for its services at the completion of financings on terms then negotiated and agreed to by Citi and the Authority and upon terms for other services separately requested by the Authority.

SECTION 6. TERM OF AGREEMENT. This Agreement shall extend for a term of five (5) years, unless earlier terminated as provided herein. The Agreement may be extended for additional periods upon mutual agreement between the Authority and Citi, with the consent of both parties. This Agreement may be terminated with or without cause and at the convenience of either party upon the delivery to the other party of at least thirty (30) days written notice of termination.

SECTION 7. JURISDICTION AND VENUE. Citi agrees that any dispute or cause of action arising out of this Agreement shall be governed by the Laws of Florida with venue in Sarasota County.

SECTION 8. COMPLIANCE WITH LAWS. Citi shall comply with all the applicable requirements of Federal, State and applicable local laws, codes and ordinances, as may be amended from time to time.

SECTION 9. ASSIGNMENT. This is a personal services contract wherein the particular reputation and skill of Citi is of paramount concern to the Authority. This Agreement may not be assigned or transferred to a successor corporation or other successor or legal entity of any kind involving a material change in ownership without prior written approval of the Authority.

SECTION 10. INDEMNIFICATION. To the extent provided by law Citi shall indemnify, hold harmless and defend the Authority, its officers, and employees against any and all claims, losses and causes of action, arising from the performance or non-performance of Citi's duties pursuant to the Agreement, including actions or inactions that constitute negligence and/or willful, reckless. Malicious or intentional actions or inactions which may result in liabilities incurred by the Authority, its officers and employees as a result of Citi's performance or non-performance under this Agreement. Citi also agrees to indemnify, hold harmless and defend the Authority, its officers and employees against any liability arising solely from or based solely on a violation by Citi of any Federal, State or local laws, or respective charters, ordinances or regulations. This indemnification shall survive the termination of this agreement and shall be binding on the successor and assignee of Citi or service provided.

SECTION 11. ENTITY CRIMES AFFIDAVIT. Citi represents they have furnished a Public Entity Crimes Affidavit pursuant to Section 287.113, Florida Statutes.

SECTION 12. ENTIRE AGREEMENT. This Agreement represents the entire integrated Agreement between the Authority and Citi and supersedes all prior negotiations, representation or agreements, written or oral. This Agreement may not be amended, changes, modified or otherwise altered in any way, at any time, after execution hereof, except by written approval of the Authority and Citi.

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

ATTEST:

Linda Stewart

PEACE RIVE/MANASOTA REGIONAL
WATER SUPPLY AUTHORITY

Patrick J. Lehman 8/12/2010
Patrick J. Lehman date
Executive Director

WITNESSES:

Travis Price

CITIGROUP GLOBAL MARKETS INC.

Todd H. Holder 8/19/10
Todd H. Holder date
Director

APPROVED AS TO FORM:

Douglas Manson

Douglas Manson
General Counsel for the Peace River Manasota
Regional Water Supply Authority

BOARD APPROVED

JUL 29 2010

**Peace River Manasota
Regional Water Supply Authority**

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
June 1, 2016

CONSENT AGENDA
ITEM 6

**Renew Cattle Grazing/Haying Lease on RV Griffin Reserve
with Harrison Cattle LLC**

Recommended Action -

Motion to approve and authorize Executive Director to execute renewal of Cattle Grazing/Haying Lease on RV Griffin Reserve with Harrison Cattle LLC.

The current cattle grazing/haying lease on RV Griffin Reserve with Harrison Cattle LLC will expire in July 2016. The lease covers cattle operations on 2305 acres of the RV Griffin Reserve. The original cattle grazing/haying lease (issued in 2001) was transferred from SWFWMD to the Authority in 2011 as part of the Authority assuming operations and management of the entire RV Griffin Reserve.

The renewal Lease between the Authority and Harrison Cattle LLC authorizes cattle grazing on 2,305 acres of RV Griffin Reserve for annual lease payment of \$16,847 (\$7.31/annual acre) to the Authority with an initial lease-term of 5 years. This lease payment reflects an 18% increase over the current lease payment rate and is subject to change again at the next lease renewal should a renewal occur in the future. Maximum number of cattle (termed animal units) allowed on the property is 193, so annual lease payment equates to \$87.29/cattle unit. In addition to lease payment to the Authority, Lessee provides (at their own expense) management of the 2,305 acre property through controlled burns, trail maintenance, control of exotic vegetation and nuisance species, as well as site security.

The sole-source procurement of the lease is proposed due to Harrison Cattle's long standing and high quality operations on the RV Griffin property (approximately 50 years), the highly valued property stewardship they provide, as well as a survey of cattle lease rates from SWFWMD and the FDEP which shows the proposed lease rate (\$7.31/annual acre, \$87.29/cattle unit) is fair and competitive in the market (see staff memorandum in Tab a). Staff memorandum including location map is included in Tab a, and the proposed renewal lease is included in Tab b.

Budget Action – No action needed.

TAB A
Staff Memorandum

MEMORANDUM

DATE: June 1, 2016
TO: Patrick J. Lehman, Executive Director
FROM: Mike Coates, Deputy Director
RE: Sole-Source Justification for Cattle Grazing/Haying Lease on RV Griffin Reserve

RECOMMENDATION:

Renew the Cattle Grazing/Haying Lease between the Authority and Harrison Cattle LLC on 2,305 acres of RV Griffin Reserve. The proposed annual lease payment to the Authority is \$16,847 (\$7.31/annual acre) and reflects an 18% increase over the current lease payment. This new lease payment is subject to change again on lease renewal (if exercised). Maximum number of cattle allowed on the property is 193. In addition to annual lease payment, Lessee provides (at their expense) management of the 2,305 acre property through controlled burns, trail maintenance, control of exotic vegetation and nuisance species, as well as site security.

BACKGROUND:

The current cattle grazing/haying lease on RV Griffin Reserve with Harrison Cattle LLC will expire in July 2016 (see attached lease). The lease covers cattle operations on 2305 acres of the RV Griffin Reserve. The original cattle grazing/haying lease was issued in 2001 for a 5-year initial term with up to two 5-year renewals. The lease was transferred from SWFWMD to the Authority in 2011 as part of the Authority assuming operations and management of the entire RV Griffin Reserve.

In addition to the current \$14,277 (\$6.19/annual acre) rental paid to the Authority, the lessee (Harrison Cattle LLC) provides at their expense, management of the 2,305 acre property through controlled burns, trail maintenance, control of exotic vegetation and nuisance species, as well as site security. The current lease authorizes a maximum of 193 cattle units at any given time on the leased property, which equates to \$87.29 per cattle unit at the proposed new annual lease rate. Harrison Cattle has maintained a continuous cattle operation on some or all of the RV Griffin property for nearly 50 years. They are intimately familiar with the entire RV Griffin reserve property and have provided excellent stewardship of the cattle lease area as well as support to Authority staff whenever needed on the remainder of the property.

The renewal Lease between the Authority and Harrison Cattle LLC would authorize cattle grazing/haying on the same 2,305 acres of RV Griffin Reserve (see attached). Term of the lease is 5 years with up to two 5 year renewals (same as prior lease). Annual lease payment is proposed at \$16,847 (\$7.31/annual acre), with the same maximum number of cattle units as the prior lease (193). In addition to lease payment to the Authority, Lessee will continue to provide (at their own expense) management of the 2,305 acre property through controlled burns, trail maintenance, control of exotic vegetation and nuisance species, as well as site security services.

SOLE-SOURCE DISCUSSION:

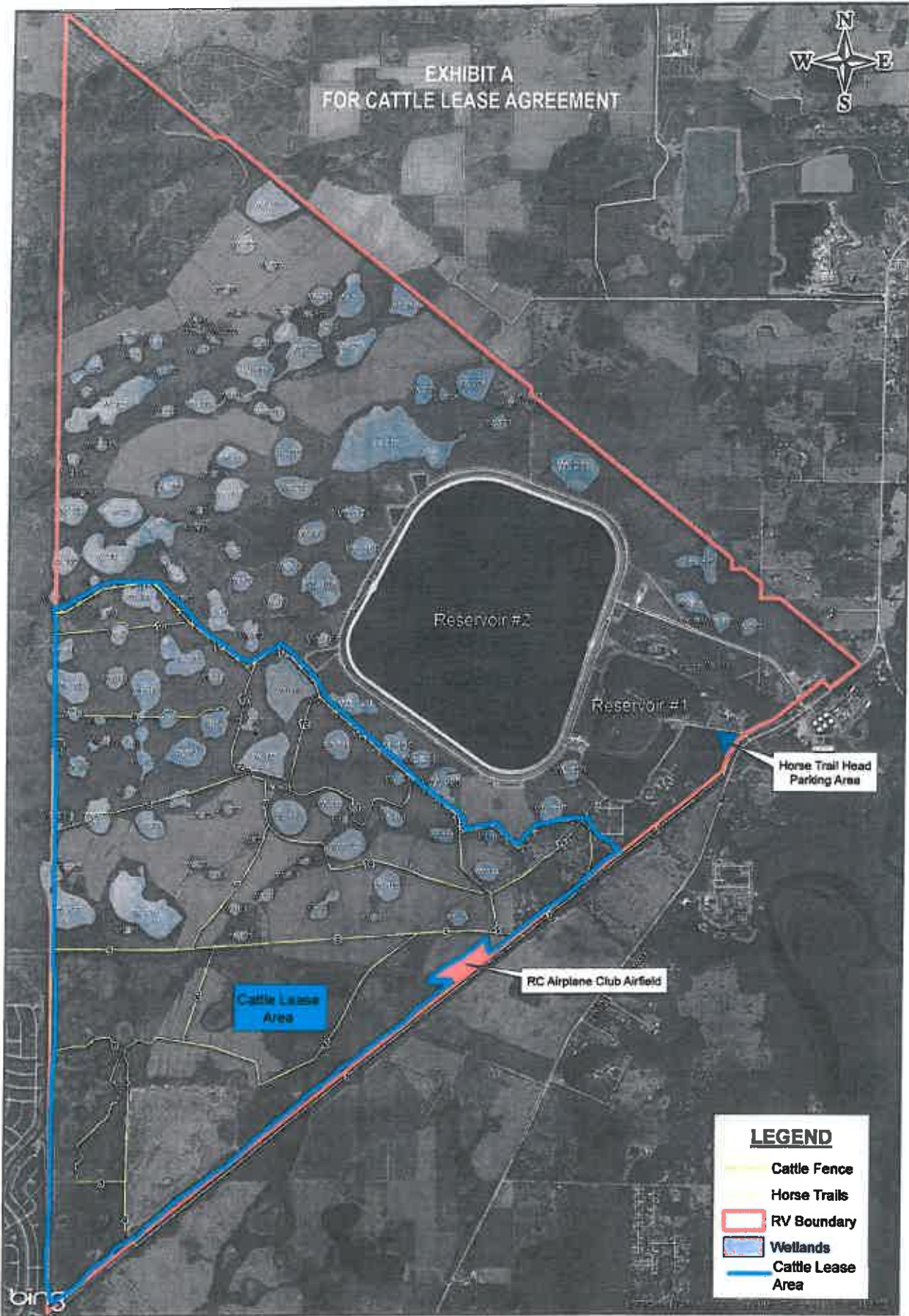
The Authority's Procurement Policy in Section 3.1.5 deals with sole source procurements and states the following: "*A purchase may be made or a contract may be awarded without competition when the Purchasing Director determines in writing, after conducting a good faith review of available sources,*

that there is only one available source for the required supply, service, or construction item.” The sole-source procurement of the cattle grazing/haying lease is proposed due to Harrison Cattle’s long standing operations on the RV Griffin property (approximately 50 years), the highly valued property stewardship they provide (which staff believes can’t be otherwise procured) on this site, as well as a survey of cattle lease rates from SWFWMD and the FDEP which shows the proposed lease rate (\$7.31/annual acre, \$87.29/cattle unit) is fair and competitive in the market (see Table 1 below).

Table 1.

Location	Cattle Lease Acres	Maximum Number of Cattle Allowed	Initial Lease Term End Date	Annual Rental Fee	Annual Rental Cost per Acre	Annual Cost per Cow Unit	Notes
Colt Creek State Park	1,610	252	2017	\$23,940	\$14.87	\$59.00	Cost for prescribed burning and nuisance vegetation mgmt by owner
Alafia River State Park	2,500	500	2019	\$15,000	\$6.00	\$50.00	
Lake Kissimmee State Park	493	99	2020	\$5,550	\$7.20	\$59.86	
Cattfish Creek Preserve State Park	2,017	403	2020	\$14,572	\$7.20	\$56.03	
Rock Ridge Road WMD Cattle Lease	450	146	2020	\$13,613	\$30.25	\$91.56	Considerable improved pasture
RV Griffin Reserve Current	2,305	193	2016	\$14,277	\$6.19	\$79.97	Exiting lease ends July 2016
RV Griffin Reserve Proposed	2,305	193	2021	\$16,647	\$7.21	\$87.29	Proposed New Lease

EXHIBIT A
FOR CATTLE LEASE AGREEMENT



LEGEND

- Cattle Fence
- Horse Trails
- RV Boundary
- Wetlands
- Cattle Lease Area

DATE: 01-02-14
FILE: Property Map 01-02-14
PROJECT NO: 02123
AERIAL: 2012 TC 1R BING
SCALE : 1" = 2000'

RV GRIFFIN RESERVE
PROPERTY MAP
EXHIBIT A
FOR CATTLE LEASE AGREEMENT

 Earth Balance
2578 North Toledo Blade Blvd.
North Port, FL 34289
Tel (841) 426-7878
Fax (841) 426-8778
www.earthbalance.com

TAB B
Lease Agreement

CATTLE GRAZING/HAYING LEASE AGREEMENT

THIS LEASE AGREEMENT, made this 1st day of June 2016, by and between the PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY, an independent special district created and existing pursuant to Section 373.1962, Florida Statutes, now found in Section 373.713, Florida Statutes, and Section 163.01, Florida Statutes, whose address is 9415 Town Center Parkway Lakewood Ranch, Florida 34202, hereinafter called the "LESSOR", and Harrison Cattle LLC, whose address is 9180 Northwest Lily Avenue, Arcadia, Florida 34266, hereinafter called the "LESSEE", hereinafter collectively referred to as the "Parties".

WITNESSETH:

That the LESSOR, for and in consideration of the rents, covenants and agreements hereinafter reserved and contained, to be kept and performed by the LESSEE, has leased and demised, and by these presents does lease and demise, to the LESSEE, all that certain property, situated, lying and being in Desoto County Florida, hereinafter referred to as the "leased property", described in aerial map titled Exhibit "A" attached hereto and incorporated herein by reference. In consideration of said demise, and the covenants and agreements hereinafter expressed, it is covenanted and agreed as follows:

1. RENTAL CONSIDERATION:

- (a) The LESSEE agrees to pay the LESSOR an annual rental amount of Nineteen Thousand Two Hundred Fifty Two Dollars (\$16,847) for 2305 acres per year or 1 acre at the rate of \$ 7.31 per acre per year, payable upon execution of this lease agreement with all future payments payable on the annual anniversary date of this lease agreement.
- (b) All other adjustments to the lease agreement such as if the LESSOR requires the LESSEE to decrease its stocking rate, shall be negotiated on a case by case basis.

2. TERM: The term of this lease agreement shall be for five (5) years commencing on the date of execution of this lease agreement until June 1, 2021 unless otherwise renewed pursuant to the terms and conditions set forth in paragraph 17 or terminated pursuant to the terms and conditions set forth in paragraph 22.
3. USE: The LESSEE shall use the leased property for cattle grazing and haying purposes only.
4. STOCKING RATE: An animal unit (AU) is described as one (1) bull or as one (1) cow with or without one (1) unweaned calf. The maximum stocking rate is 193

animal units. This lease agreement therefore results in 2305 acres of property as the lease and a maximum of 193 animal units. Maximum carrying capacity assumes normal rainfall and growing conditions and is calculated assuming use of both native range, if available, and fertilized improved pastures. The LESSOR does not guarantee maximum carrying capacity. The LESSEE may stock any number of animal units below the maximum number stated. The stocking rate may be increased upon favorable evaluation and written permission given by the LESSOR.

5. ASSIGNMENT: The LESSEE shall not assign this lease agreement or any interest therein, or let or sub-let the leased property, or any part thereof, without the prior written consent of the LESSOR. Neither this lease agreement nor any interest herein of the LESSEE shall be assignable or transferable in proceedings by or against the LESSEE in execution, bankruptcy, or insolvency, or in any other manner by operation of law.

6. PRESCRIBED FIRE:

(a) The LESSEE shall be responsible for planning and conducting prescribed burns on the leased property. The LESSEE is required to successfully complete the certification program for prescribed burn program provided by the Division of Forestry of the Department of Agriculture and Consumer Services. All burning shall be conducted in accordance with Section 590.125, Florida Statutes. In compliance with Section 590.125, Florida Statutes, the LESSEE shall be the certified burn manager for any and all prescribed burns conducted on the leased property and shall be on site while any burns are being conducted on the leased property. Prescribed burns conducted on the leased property by the LESSEE not in compliance with the conditions described herein, shall be considered a breach of this lease agreement and subject to the default terms of paragraph 21.

(b) The LESSEE shall not conduct a prescribed fire on the leased property or any part thereof without first having submitted to the LESSOR a written burn plan with all pertinent information (i.e., area to be burned, condition of fire lanes, location of fire lanes season of burn, etc.), in a format approved by the LESSOR, for review and approval prior to October 1 of each year. Incorporated into the burn plan shall be a smoke management plan. Prior to conducting any prescribed burns on the leased property, the LESSEE shall obtain a burn authorization from the Division of Forestry of the Department of Agriculture and Consumer Services, and Desoto County if applicable. The LESSEE'S right to conduct prescribed burns on the leased property shall not prevent the LESSOR from conducting prescribed burns on the RV Griffin Reserve when needed for ecological management purposes as required by the approved November 2011 Land Use Management Plan for RV Griffin Reserve, attached as Exhibit "B", or most recent version thereof.

- (c) The LESSEE shall hold the LESSOR, its officers, agents and employees harmless from all damage caused by fire resulting from the use or operation of the leased property by the LESSEE or any of its agents or employees including damages caused during the suppression efforts of controlled burns on the leased property; and any damages incurred during such an event shall be repaired by the LESSEE at its expense. Pursuant to Sections 590.13 and 590.125, Florida Statutes, no property owner or his agent conducting a prescribed burn in compliance with the requirements with chapter 390, Florida Statutes, shall be liable for damage or injury caused by fire or resulting smoke, unless negligence is proven.
- (d) The LESSEE shall annually and periodically disc existing fire lanes approved by the LESSOR to protect the leased property from wildfires and safely conduct prescribed burns. No new fire lanes shall be created by the LESSEE without written approval of the LESSOR. Fire lanes shall be maintained by November 1st of each year, at a maximum width of fifteen (15) feet.

7. FENCING AND IMPROVEMENTS:

- (a) The LESSEE shall maintain all fences and gates in good and proper condition through the term of this lease agreement. In the event an existing fence on the leased property is found to be damaged or inadequate, the LESSEE shall take immediate action to repair it.
 - (b) The LESSEE shall obtain the LESSOR's written approval prior to construction of any additional interior fences upon the leased property. Additional cross-fencing may be required to improve and increase the flexibility of the grazing system.
 - (c) The LESSEE shall keep and maintain any existing permanent improvements (i.e. working pens, troughs, sheds, and other structures) upon the leased property, or which may be placed thereon during said term, in good repair, damage by a natural disaster excepted. Improvements to the leased property by the LESSEE are prohibited without prior written approval from the LESSOR.
8. IDENTIFICATION: Before being released on the leased property, all cattle shall bear identification (i.e., ear tags, tattoos, brands, etc.) readily traceable to the LESSEE.
9. HUNTING: No hunting shall be allowed by the LESSEE, the LESSEE's family, the LESSEE's employees, or any person on the leased property.
10. PUBLIC USE: The LESSOR reserves the right to use the leased property, in whole, or part, for activities, such as passive public recreation and water resource

development. The LESSOR shall consult with the LESSEE in the planning of any recreational amenities or water resource development activities within the leased property.

11. **GENERAL OPERATION AND MANAGEMENT:** The LESSEE will take appropriate measures to prevent overgrazing, pasture degradation and other environmental impacts to the PROPERTY. Such measures will include but are not limited to the following:

(a) LESSEE will conduct all activities in accordance with all applicable rules and regulations. LESSEE further agrees, when practicable, to conduct all activities in accordance with the most recent Water Quality Best Management Practices (BMPs), established by the Florida Department of Agriculture and Consumer Services, Office of Agricultural Water Policy (FDACS-OAWP) and updates thereto. The FDACS-OAWP Water Quality Best Management Practices Manual is available from The FDACS-OAWP at:

http://freshfromflorida.s3.amazonaws.com/Bmp_FloridaCowCalf2008.pdf or:

FDACS-OAWP

1203 Governor's Sq. Blvd. Suite 200

Tallahassee, FL 32301

Prior to conducting activities on the leased property, LESSEE will demonstrate its intent to implement practicable BMPs by signing the following FDACS-OAWP forms, both found within the FDACS-OAWP Water Quality Best Management Practices Manual, and submitting them to FDACS-OAWP, with copies to the LESSOR:

- Water Quality Best Management Practices Manual Registration Form; and
- Notice of Intent to Implement Water Quality BMPs for Florida Cow/Calf Operations.

(b) The LESSEE is required to manage invasive plant species on the leased property consistent with the November 2011 Land Use Management Plan for the RV Griffin Reserve, or most current version thereof. The LESSEE shall be solely responsible for maintaining effective control of tropical soda apple (TSA) on leased property using the Best Management Practices described in the University of Florida, Institute of Food and Agricultural Sciences Publication Number SS-AGR-77, and updates thereto at:

<http://edis.ifas.ufl.edu/uw097>

LESSEE'S failure to maintain acceptable control of TSA will constitute a material breach of this lease agreement for which LESSOR may either immediately terminate this Lease or treat the leased property. If LESSOR chooses to treat the leased property, LESSEE is solely responsible for the cost of such treatment by the

LESSOR and agrees to reimburse LESSOR the full amount of the cost upon LESSOR'S written request. LESSEE'S failure to reimburse LESSOR within five (5) days of receipt of LESSOR'S written request will constitute a material breach of this Lease for which LESSOR may immediately terminate this lease agreement. If LESSEE uses fertilizer, hay, seed or other planting materials on the leased property that originated off-site, the LESSEE must make every practicable effort to ensure that such materials are free of invasive plant seeds and other propagules before using.

(c) The LESSEE shall trap or shoot feral hogs on the leased property and maintain a record of all feral hog control activities conducted by LESSEE. All hogs trapped on the leased property must be euthanized in a humane manner and may not be relocated or released. The LESSEE will submit the record of all feral hog control activities to the LESSOR by October 1 of each year of this lease agreement.

12. QUARANTINE: The LESSEE is responsible for the quarantine of all cattle for seven (7) days prior to releasing them on the leased property and ensuring that said cattle are free from exotic seed.

13. HAYING: Haying shall be allowed on the leased property. The LESSEE shall conduct haying activities in such a manner as to not damage or strip the pasture(s) of desirable grasses and shall mow, fertilize, and to the extent practical, keep the pastures(s) free of undesirable weeds and exotic plants (i.e., TSA). If hay is purchased off site, the LESSEE should make every effort possible, to purchase hay, grass seed, and other planting materials that are free of exotics.

14. WORKS OF THE LESSOR: The LESSOR, its agents successor or assigns, shall have the right to enter upon the leased property at such times and places as the LESSOR may deem necessary for the purposes of inspecting the leased property; constructing rights-of-way, roads and other works for the purpose of travel, canals, ditches; any and all matters pertaining to water resource development, water management activities and/or acceptable land management practices, including but not limited to prescribed burning, practices which are reasonably necessary and proper for the LESSOR to perform its duties and obligations under the approved Work Plan and current Land Use Management Plan for RV Griffin Reserve and State Laws, subject to obtaining all lawful permits or consent therefore. If the LESSEE is going to obtain any kind of environmental or regulatory permit for work to be conducted on the leased property, the LESSOR reserves the right to review any such permit.

15. PERSONNEL AND VEHICLES: Only personnel and vehicles actively engaged in cattle operations, or otherwise authorized by the LESSOR, shall be allowed within the leased property.

16. PROTECTION: The LESSEE shall maintain the leased property and make regular patrols for the purposes of protection and prevention of wildfires, trespass and vandalism thereon. Patrols shall also include the inspection for downed or damaged fence or open gates and cattle that may have strayed from the leased property. Immediate action shall be taken to rectify any discrepancies found while on routine patrol, including but not limited to the notification of the proper governmental agencies in the event of a wildfire, trespass, vandalism, and repairing damaged fences, and taking appropriate measures to return stray cattle to the leased property.

17. OPTION TO EXTEND: Upon mutual consent of both Parties, the lease agreement may be extended for up to two (2) additional five (5) year terms, under the same terms and conditions.

18. INDEMNIFICATION: The LESSEE shall defend, indemnify and save harmless the LESSOR from and against any loss, damage and liability occasioned by, growing out of or arising or resulting from any default hereunder, or any act or omission on the part of the LESSEE or its agents or employees.

19. INSURANCE: During the full term of this lease agreement, and at its expense, the LESSEE shall carry general liability insurance with a limit of not less than \$100,000 for any one person, not less than \$300,000 for any one accident and not less than \$100,000 for damage to the leased property. Such policy of insurance shall show the LESSOR as an additional insured and shall not contain any provisions whereby the insurer may raise any act or omission of the LESSEE (other than nonpayment of premiums or misrepresentation in the inception) as a defense to affording the LESSOR coverage thereunder. The LESSEE shall deliver to the LESSOR, within ten (10) days after effective date hereof, a copy of such policy of insurance and provide subsequent annual copies of insurance renewal. The LESSOR shall be notified within thirty (30) days of any changes in policy or policy cancellation.

20. TAXES: If any ad valorem taxes, intangible property taxes, personal property taxes, or other liens or taxes of any kind are assessed or levied lawfully on the leased property based on the LESSEE's use thereof during the term of this lease agreement, the LESSEE shall pay all said taxes, assessments or liens, within ten (10) days after receiving written notice from the LESSOR. In the event the LESSEE fails to pay all said taxes assessed or levied on the leased property within ten (10) days after receiving written notice, the LESSOR may, at its sole option, pay said taxes, liens, or assessments, subject, to immediate reimbursement thereof in full together with any interest thereon at the maximum rate allowed by law and any administration costs incurred by the LESSOR. Failure of the LESSEE to pay said taxes shall constitute a material breach of this lease agreement. Taxes levied are due immediately.

21. DEFAULT: Each of the following events shall constitute a default of this lease agreement by the LESSEE:

- (a) If this lease agreement, or any rights under this lease agreement, shall be transferred to any other person or party, except in a manner specifically permitted hereunder;
- (b) If the LESSEE shall vacate or abandon the leased property;
- (c) If the LESSEE fails to obtain and carry the required amount of public liability insurance or if such insurance should lapse during the term of this lease agreement and is not reinstated immediately upon notice being given to the LESSEE;
- (d) If the LESSEE fails to pay the LESSOR any rent when rent becomes due and within five (5) days after actual notice or within ten (10) days after the date of mailing such notice to the LESSEE at the address stated in this lease agreement the LESSEE shall not make such payment; or
- (e) If the LESSEE shall fail to comply with any other conditions of this lease agreement and if such non-compliance shall continue for a period of five (5) days after actual notice or ten (10) days after the mailing date of mailing such notice to the LESSEE at the address stated in this lease agreement. Even if compliance cannot reasonably be had within the stated time, the LESSEE shall be in default for non-compliance unless the LESSEE shall have, in good faith and within the time stated in the sole opinion of the LESSOR, commenced actions to achieve full compliance and does diligently continue such effort until full compliance is accomplished.

22. LESSOR'S REMEDIES UPON LESSEE'S DEFAULT: In the event of default, the rights of the LESSOR shall be as follows:

- (a) The LESSOR shall have the right to terminate the lease agreement immediately, thereby acquiring all the right, title and interest of the LESSEE under this lease agreement.
- (b) The LESSOR may immediately retake possession of the leased property for the account of the LESSEE and may, in good faith, relet the leased property or any part thereof, for any term, without terminating the lease agreement, on such rent and on such terms as are reasonable under all prevailing circumstances.

23. UTILITIES: The LESSEE shall pay all deposits and monthly charges for all utility services supplied to the leased property for the benefit of the LESSEE, if any, and all costs for repairing, replacing, cleaning and maintaining connections and service to the leased property.
24. WAIVER: The waiver by the LESSOR of any breach of any term, covenant or condition herein contained shall not be deemed to be a future waiver of such term, covenant, or condition, or of any subsequent breach of the same or any other term, covenant, or condition contained herein.
25. TERMINATION: Upon termination of this lease agreement, the LESSEE shall quit and deliver up the leased property in as good condition as it now is, ordinary wear and tear excepted.
26. NOTICES: All notices which might be given to the LESSOR or the LESSEE under this lease agreement shall be in writing and by certified mail, addressed to it at the respective address above. All times hereunder shall begin to run on receipt of notice.
27. SUCCESSORS AND ASSIGNS: Except as otherwise provided in this lease agreement, LESSEE may not assign any of its rights or delegate any of its obligations under this lease agreement without the prior written consent of the LESSOR.
28. NO THIRD PARTY BENEFICIARY: Nothing in this lease agreement shall be construed to benefit any person or entity not a party to this lease agreement.
29. CONTROLLING LAW/ATTORNEYS FEE:
- (a) The lease 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 lease agreement shall be in Hillsborough County, Florida, and if in federal court, shall be exclusively in the Middle District of Florida, Tampa Division.
- (b) Should either party employ an attorney or attorneys to enforce any of the provisions of this lease agreement, or to protect its interest in any matter arising under this lease agreement, or to recover damages for the breach of this lease 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, Florida Statutes. This paragraph does not constitute a waiver of the LESSOR'S sovereign immunity or extend the LESSOR'S liability beyond the limits established in Section 768.28, Florida Statutes.

30. SEVERABILITY: In the event any provision of the lease agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, the Parties hereto shall negotiate in good faith and agree to such amendments, modifications or supplements of the lease agreement or such other appropriate actions as shall, to the maximum extent practicable in the light of such determination, implement and give effect to the intentions of the parties as reflected herein, and the other provisions of the lease agreement, as amended, modified, supplemented or otherwise affected by such action, shall remain in full force and effect.

31. AMENDMENTS: The lease agreement may only be amended by a written instrument duly executed by both Parties.

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IN WITNESS WHEREOF, the parties hereto have executed this lease agreement the day and year first above written.

Peace River Manasota Regional Water Supply Authority, (LESSOR)

By: _____
Patrick Lehman, Executive Director

(Witness)

(Print Name of Witness)

(Seal)

Harrison Cattle LLC, (LESSEE)

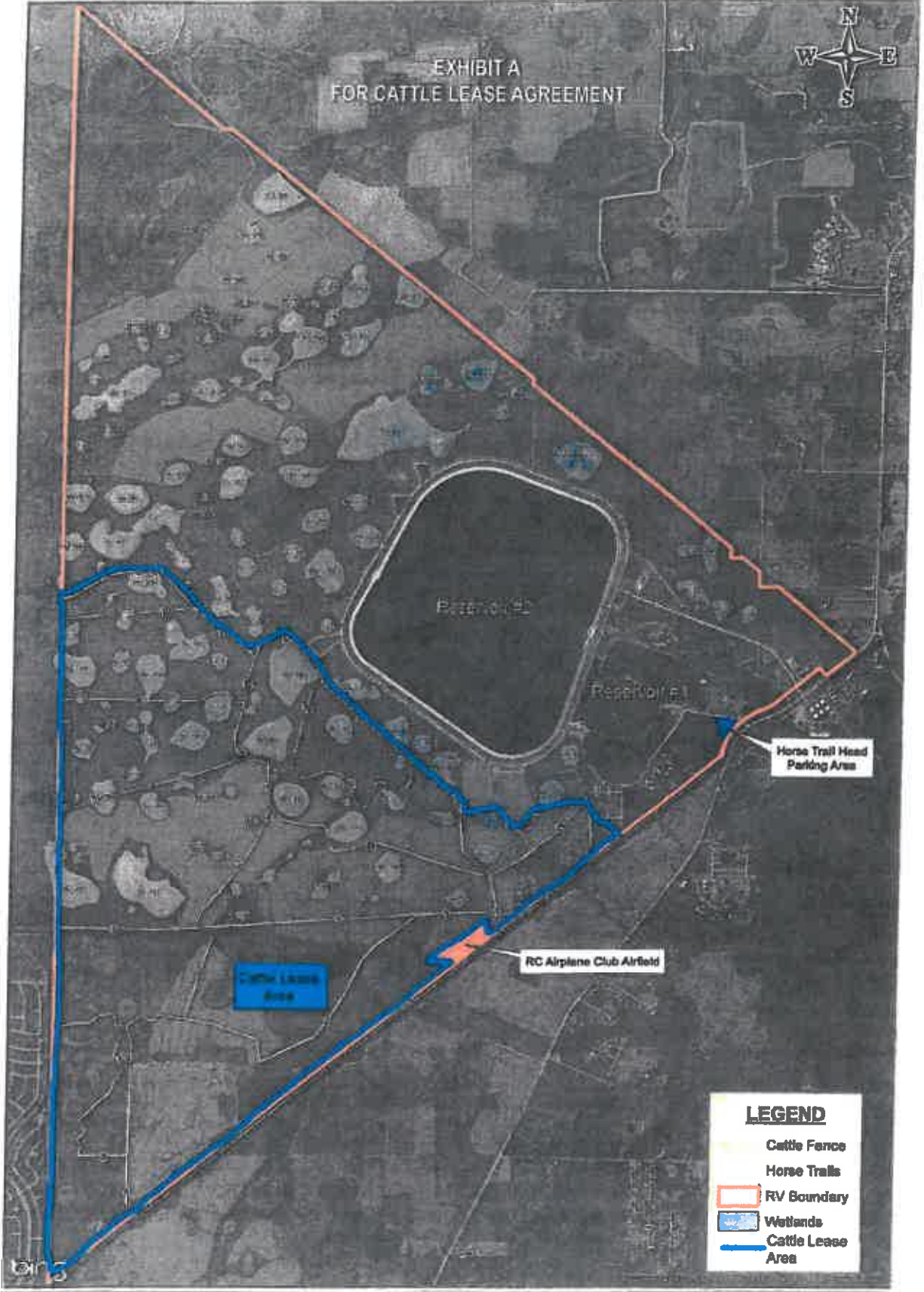
By: _____
Ken Harrison, President

(Witness)

(Print Name of Witness)

Exhibit "A" – Leased Property

EXHIBIT A
FOR CATTLE LEASE AGREEMENT



LEGEND

-  Cattle Fence
-  Horse Trails
-  RV Boundary
-  Wetlands
-  Cattle Lease Area

DATE: 01-02-14
FILE: Property Map 01-02-14
PROJECT NO: 02123
AERIAL: 2012 TC 1R BING
SCALE: 1" = 2000'

RV GRIFFIN RESERVE
PROPERTY MAP
EXHIBIT A
FOR CATTLE LEASE AGREEMENT

 EarthBalance
2578 North Toledo Blade Blvd.
North Port, FL 34288
Tel (841) 428-7878
Fax (841) 428-6778
www.earthbalance.com

Exhibit "B" -- RV Griffin Reserve Management Plan

Peace River Manasota Regional Water Supply Authority



RV Griffin Reserve Land Use and Management Plan

November 2011

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Project Vision Statement

The RV Griffin Reserve is a unique property situated in southwestern DeSoto County. As part of a natural drainage divide between the Peace River and Myakka River watersheds, the Reserve's natural habitats provide a haven for native Florida wildlife and plant life, many becoming increasingly rare in the region. Outdoor enthusiasts can observe fox squirrels, raccoons, white tail deer, wild turkeys, gopher tortoises, wading birds, and other Florida wildlife interacting in their natural environment. These outdoor enthusiasts can also observe the recovery of previously altered habitats and discover restoration methods used to return these systems to a higher level of health and natural condition. Located on the fringe of more urbanized development in Port Charlotte and the City of North Port, the RV Griffin Reserve is enjoyed by trail hikers, mountain bikers, and horseback riders alike, all who come to appreciate the alternative tranquility the Reserve offers.

Preface

This Land Use and Management Plan (LUMP) guides the use and management of the RV Griffin Reserve (Reserve) through the ten-year period 2011 through 2020. The plan may be reviewed and revised at any time during that period should circumstances warrant.

Authority's Mission

The general mission of the Peace River Manasota Regional Water Supply Authority (Authority) is "to provide the region with a sufficient, high quality, safe drinking water supply that is reliable, sustainable and protective of our natural resources now and into the future." Specific to the RV Griffin Reserve, the Authority's mission is to utilize the property to support regional drinking water supply development and protect those water resources while managing maintaining, preserving and enhancing the property's natural systems for the benefit of the public now and into the future.

The Plan

This plan translates the District Governing Board's Policy 610-3 and Procedure 61-3b into six site-specific management goals: water resource protection, flood control, natural systems protection/restoration, resource-dependent recreation, renewable resource utilization and special uses. Through review and verification of available resource data, the Reserve's natural function and important attributes are fully described in this plan. Science-based preserve design and management principles were applied to divide the Reserve into delineated management zones. The zone map combines areas sharing similar natural traits, protection requirements, use potential and management needs into the following zone categories: preservation, resource management, recreation, special protection, transportation, and special use. The zone map is then used as a management tool to organize management activities and to locate compatible land uses within appropriate areas of the Reserve.

Zoning designations on the zone map are incorporated into a land use matrix that contains a broad range of potentially compatible resource-dependent recreation activities and renewable resource land uses. Uses deemed compatible with the management goals and natural character of the Reserve are selected and linked to the appropriate management zones. Together, the zone map and land use matrix form the blueprint by which all future land use decisions will be based. Local land use data and regional public use needs and sources information, are then evaluated to identify compatible resource-dependent recreation uses that may be accommodated on the Reserve.

Finally, the plan's strategic objectives are developed to guide the implementation of the District's six management goals for the Reserve. These strategic objectives are one to ten year initiatives that are obtainable, measurable, and are linked to the management goal(s) they are intended to achieve. Through identification of management partners, determination of possible challenges to successful implementation of the strategic objectives, together with consideration of the zone map and land use matrix, the plan allows for the collective development of strategies to overcome land management challenges associated with the Reserve.

Executive Summary

Project Name:	RV Griffin Reserve
Project size:	5,913.45 acres
Basin(s)/Watershed(s):	Peace River / Myakka River
Acquisition date(s):	1992
Primary purpose for acquisition (AORs):	Water Supply Development
Former land uses:	Cattle production, timbering, turpentine production, row crop production, and sod farming
Hydrologic features:	A natural drainage divide between the Peace River and Myakka River watersheds utilizing sheetflow through a series of marshes linked by shallow sloughs for relief of this poorly drained topography
Land cover summary:	Contains 78% upland communities and 22% wetland communities, with the dominant coverage being non-forested wetlands, improved pasture, pine flatwoods, mesic hammocks, and palmetto prairie
Restoration/mitigation	1055 acres of wetland restoration and upland enhancement, conducted as mitigation for impacts from the construction footprint of the Authority's 6 billion gallon public water supply reservoir completed in 2009
Compatible uses	Horseback riding, radio controlled airplane use, hiking, biking, nature study, and other uses such as cattle grazing and scientific research
Strategic objectives summary	Protection of natural water resources, development and protection of public water resources, hydrologic restoration, restoration of native communities, exotic plant and animal control, public access and public use monitoring
External Coordination	Southwest Florida Water Management District, DeSoto County Sheriff's Office, DeSoto County Fire Department, Harrison Cattle LLC, Florida Division of Forestry, Florida Fish and Wildlife Conservation Commission, Florida Department of Environmental Protection-Regulatory; and Army Corp of Engineers

Introduction

The RV Griffin Reserve (Reserve) totaling 5,913 acres, was acquired by the Southwest Florida Water Management District (District) in 1992 from Atlantic Gulf Communities, in cooperation with the Peace River Manasota Regional Water Supply Authority (Authority). The primary purpose of the acquisition was to accommodate the expansion and protection of an existing public water supply system located on adjoining lands.

Since this tract was chiefly acquired for water supply purposes there are several entities, in addition to the District, that hold a stake in the Reserve, therefore, activities that occur within the Reserve's boundaries may be influenced by one or several of these parties. First and foremost is the Authority, who own and manage land parcels completely surrounded by the Reserve. This land contains the original Surface Water Reservoir No. 1 which pre-existed the District's acquisition of the Reserve. Additionally, the Authority now holds a perpetual exclusive easement on approximately 1,475.61 acres of District land located within the Reserve which now encompasses the greater part of Surface Water Reservoir No. 2 and its associated infrastructure that was completed in 2009. These public water supply facilities are owned and managed by the Authority and therefore are not part of this Land Use and Management Plan. The remaining land totaling 4,437.84 acres on the Reserve is held by the Authority as a perpetual non-exclusive easement between the Authority and the District. The non-exclusive land includes DEP conservation lands, public recreation areas, cattle lease lands, mitigation lands from reservoir construction, and gopher tortoise easement / recipient sites, all of which is managed by the Authority under the terms of this plan and the Management and Operations Agreement Between the District and the Authority for the RV Griffin Reserve dated June 9, 2010.

In today's environment, security for the water resources infrastructure will play a significant role in activities that may be compatible on the Reserve, and potentially limit where otherwise seemingly compatible activities may occur. The second party that has an interest in activities occurring on the Reserve is Harrison Cattle LLC. Harrison Cattle LLC holds a cattle lease on 2,305 acres over the southern half of the property which grants use specific for the grazing of cattle. Additionally, the Florida Fish and Wildlife Conservation Commission (FWC) have been granted conservation easements or land use agreements over two permitted Gopher Tortoise Relocation/recipient areas totaling 65.88 acres.

The final stakeholder in the property is the Florida Department of Environmental Protection (FDEP). The FDEP holds interest in three separate land areas within the Reserve totaling 1838.61 acres. The first area, often referred to as the "DeSoto Wetlands", includes 374 acres located at the northern most part of the property. This special preservation area resulted from a settlement agreement between the FDEP and Atlantic Gulf Communities Corporation (AGC) prior to the District's acquisition of the property. The agreement required AGC (a.k.a. General Development Corporation, or GDC) to construct a series of wetlands as mitigation for impacts that GDC had previously caused to off-site wetlands. The second land area of special interest to FDEP also predates the District's ownership of the associated land parcels. This second land area is the 93.44 acres of land containing the abandoned cattle dip site. At the time of the District's acquisition of the Reserve, the cattle dip site property remained inholding while necessary assessments were conducted as part of the FDEP Consent Agreement No. 92-2009 with AGC.

The final land area of interest, and the most recent, is the 1371.17 acres contained in a conservation easement as necessary to provide for the mitigation associated with the construction of Reservoir No. 2.

These preservation and conservation agreements are intended to provide an additional level of protection to these specific sites; to provide natural habitats for the Gopher Tortoise and to assure mitigation activities are protected in perpetuity. As the acting manager of these specific areas the Authority is currently required by permit to provide a high level of maintenance and monitoring for the gopher tortoise areas and on the portion of the Reserve associated with construction mitigation activities. This high level of management activity will remain as such, until FDEP determines mitigation success criteria have been met. At that point, the Authority will reduce the level of management activities and add these specific areas to the balance of the Reserve of which they have full management responsibilities. It is estimated that mitigation success criteria will be met during the year 2013.

History

The lands that comprise the Reserve were acquired from Atlantic Gulf Communities Corporation (AGC) in December, 1992. AGC (a.k.a. General Development Corporation, or GDC) had previously conducted an intensive investigation of the property as a prelude to developing the entire site as a planned community. The proposed 7,901 acre community called the Villages of Desoto would have included an estimated 17,460 residential units (SWFWMD, RV Griffin Reserve LUMP, 1996), as well as commercial, industrial and community centers. General Development Utilities (GDU), a subsidiary of GDC, had already developed public water supply facilities on adjoining lands. Today, the Reserve lands include all but the southernmost portion of that proposed GDC development site.

Historic use of the property, prior to its acquisition by GDC, is consistent with that of surrounding lands. Settlement of the lower Peace River Valley proceeded during the peaceful interval between the end of the Third Seminole War (1858) and the beginning of the Civil War. A cattle industry flourished during this period and cattle raised in the area eventually served as an important source of beef and hides for the Confederacy (SWFWMD, RV Griffin Reserve LUMP, 1996). Cattle production, timbering and turpentine production were the mainstays of the local economy throughout the late 1800s and the early decades of the 1900s.

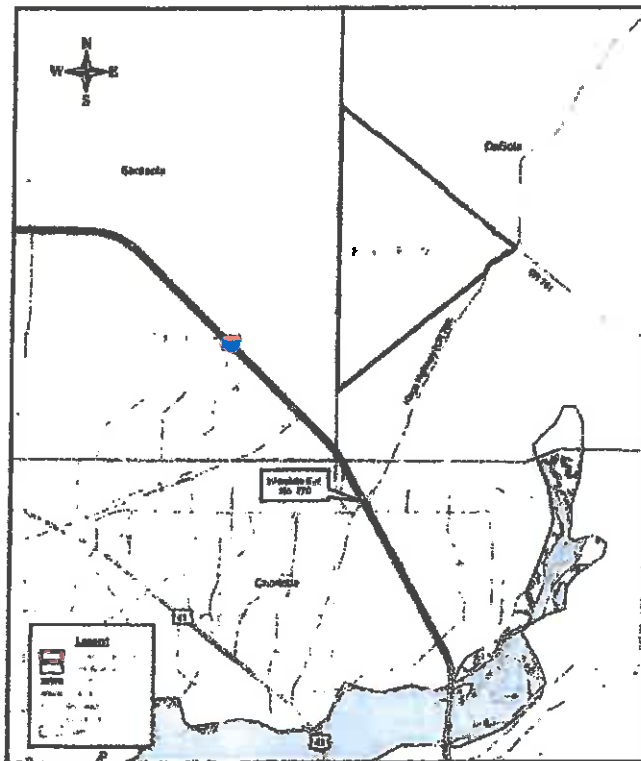
GDC acquired the lands comprising the property in 1974 from Wolfgang von Dunser. Analysis of historic aerial photography suggests that the property had been subjected to a minimum of physical alteration as of 1943; however, a very sparse and spotty overstory of pines in the flatwoods areas reflects the long history of logging in the region. It is presumed that the property was also being grazed by cattle during this period. By 1958, a small area of improved pasture had been created along the southern property line, bordering the Seaboard Coast Line Railroad right-of-way and located in close association with the cattle dip site. By 1968, the vast majority of alterations to which the property has been subjected were already complete, including the planting of several hundred acres of pine plantation (SWFWMD, RV Griffin Reserve LUMP, 1996). Extensive networks of shallow ditches, excavated to enhance drainage of the flat terrain were also present; with those that were not blocked as part of the recent restoration efforts remaining conspicuous in present day. Aerial photography from 1980 displays a completed

surface water reservoir on the inholding currently owned by the Authority, and the pines planted shortly prior to 1968 appear substantially more mature. The large piles of spoil near the southwest corner of the property, generated during excavation of the original reservoir, were also in place. Aerial photography from 2010 reflects activity that has occurred in more recent years (Figure 2 on page 10). A series of created wetlands, and a spoil pile generated by their excavation, are present at the northern end of the property within the special preservation area referred to as the DeSoto Wetlands by historic project managers. Removal and sale of the sand material from the large spoil pile created during construction of the original reservoir was completed pursuant to the November 2002 Agreement between the District and Southwest Sand and Fill, Inc., and remnants of the spoil pile can be observed in the southwest corner of the property on the most recent 2010 aerial. Additionally, this recent photography provides evidence of harvesting of the pine plantations and it clearly displays the existence of the Authority's newest water reservoir completed in 2009.

Location

The Reserve encompasses a total of 5,913 acres in southwestern DeSoto County, and is located approximately 8 miles southwest of Arcadia, 3 miles west of Fort Ogden, and 2 miles north of the Charlotte County line (Figure 1). It is bounded by the Sarasota County line on the west, the abandoned Seaboard Coastline Railroad right-of-way on the south, and the abandoned Atlantic Coastline Railroad right-of-way on the north. The southern half of the western property line borders the incorporated limits of the City of North Port. The eastern tip of the property extends nearly to the floodplain of the Peace River and adjoins lands owned by the Authority.

Figure 1. RV Griffin Reserve Location Map



Situated at the inland edge of the Gulf Coastal Lowlands, the property exhibits the low topographic relief and poor drainage that are characteristic of this physiographic province.

Elevations range between a low of approximately 25 feet NGVD and a high approaching 40 feet NGVD. The flat terrain and poorly drained soils result in a landscape that lacks any well-defined natural drainage features. Generally, drainage occurs as sheetflow through the on-site flatwoods and pastures, and through a series of marshes linked by shallow sloughs, and eventually finds its way into either the Peace River or the Myakka River as the property straddles the natural drainage divide between the two watersheds. The northern half of the property drains primarily to the southwest and the Myakka watershed, while the southern half drains to the south and east before discharging to the floodplain of the Peace River. Along its eastern edge, the property abuts a series of terraces that border the Peace River Valley and mark the transition from the Gulf Coastal Lowlands to the DeSoto Plain (SWFWMD, RV Griffin Reserve LUMP, 1996).

Resource Description / Condition

Water Resources

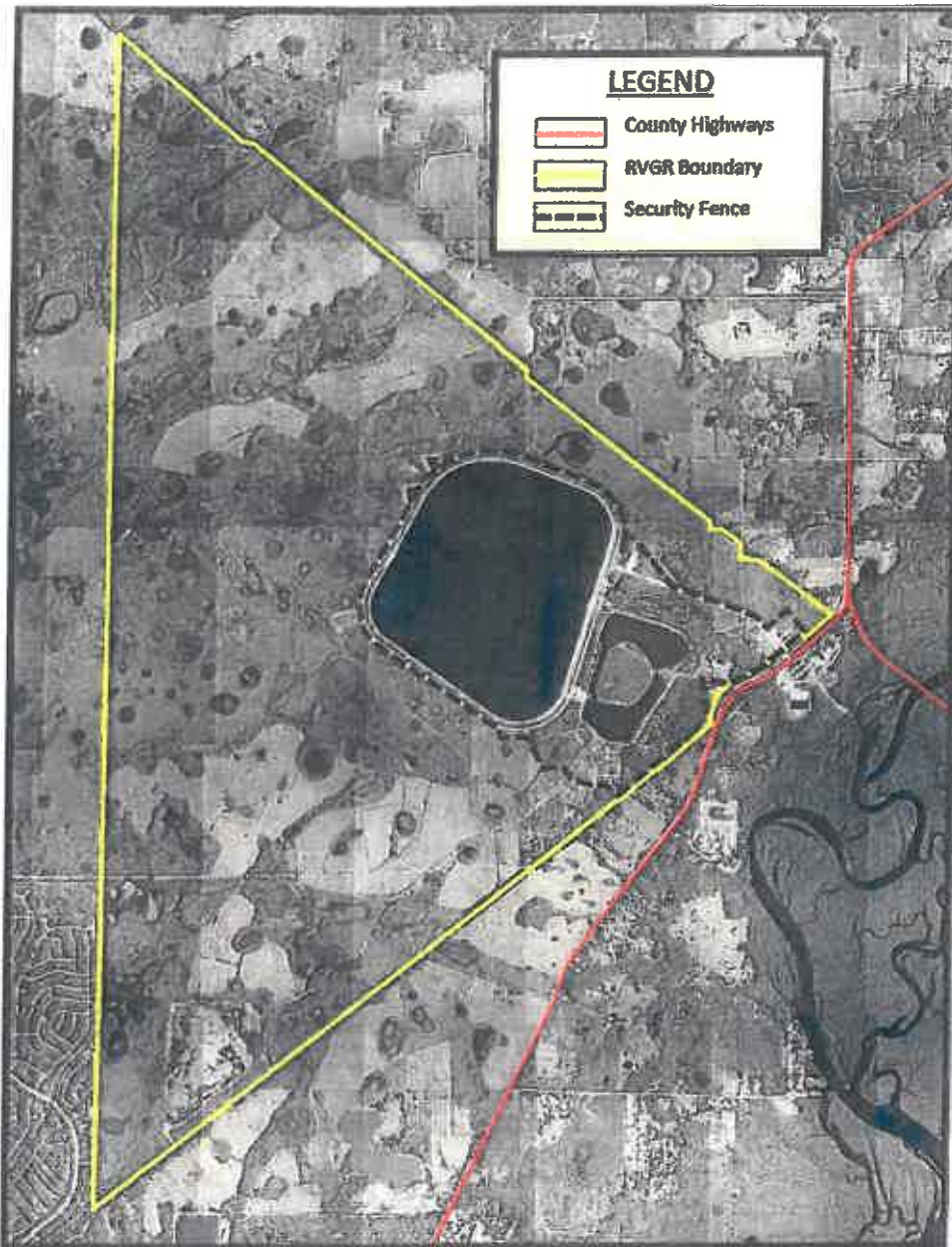
Water supply development and protection was the primary purpose for SWFWMD's acquisition of the RV Griffin property. As such, water resource functions are of extreme importance on the Reserve to include surface and ground water quality, water storage and supply, and storm-water attenuation. While all of these water resource benefits were achieved upon the acquisition of the property, the water supply function has been further enhanced in more recent years through the construction of Reservoir No. 2 and ASR Wellfield No. 2.

Land management practices on the Reserve strive to maintain and protect these valuable water resource functions and preservation of the property's significant water supply values shall take precedence over all other uses. Future management of public use and other natural values of the property will be conducted in a manner which recognizes that the public water supply function is of paramount importance. Water resource functions important on the Reserve are as follows:

Water Supply

Prior to the District's purchase of the Reserve property in 1992, the Authority had acquired existing water supply facilities located on lands immediately adjoining the property. These facilities included Reservoir No. 1, a 90-acre (Earth Balance, FLUCCS Assessment Report, 2011) off-stream in ground reservoir located on a 307-acre inholding, and both a 12 MGD surface water treatment plant and six Aquifer Storage and Recovery (ASR) system wells situated on lands neighboring the eastern property line on the eastern side of County Road 769. These water facilities are supplied with raw untreated river water withdrawn from the nearby Peace River via an on-stream intake system. Pipelines allow the transfer of stored river water between the reservoir and the treatment plant. Additional on-site water storage is provided by the ASR system, which consists of the injection of treated water underground for storage in the wet season, and withdrawal of the previously stored water for public use in the dry season.

Figure 2. RV Griffin Reserve - 2010 Aerial Map



These existing facilities were originally owned and developed by GDU and were placed into service in 1980 before being acquired by the Authority in 1991. Immediately after acquisition, the Authority began preliminary design plans to expand the newly acquired facilities into a regionally significant water supply system able to meet the increasing demands projected by the Authority customers within the regional area. Subsequent expansion projects listed in Table 1 on the following page have since been undertaken by the Authority to keep pace with regional water supply demands and improve reliability.

Table 1. Peace River Authority Water Supply Capacities

ITEM	1991 Peace River Facility Acquisition	2002 Peace River Option (PRO)	2005-2010 Peace River Regional Expansion Program (REP)
Permitted River Intake Capacity	22 MGD	90 MGD	120 MGD
Water Treatment Capacity	12 MGD	24 MGD	48 MGD
Raw Water Storage Capacity	0.6 BG	0.6 BG	6.5 BG
ASR Wellfield Capacity	1.5 BG	6.3 BG	6.3 BG
Miles of Transmission Main	9	37	42

In 1993, three additional ASR production wells were constructed on the Authority's property on the east side of CR 769 in an area defined as Wellfield No. 1. In 1996, based on projected increased finished water demands of 32.7 MGD, the Authority's water use permit was renewed and increased by the District. By 1999, the expansion known as the Peace River Option (PRO) was initiated to increase the existing system's treatment and distribution capacity and for providing additional ASR storage capacity to meet reliability concerns. In 2001, the Authority completed construction of ASR Well Field No. 2 containing twelve production wells located on the 2,777 acres of Reserve land authorized through a License Agreement between the District and the Authority at that time; by 2002 the PRO water plant expansion to 24 MGD treatment capacity was completed. The most recent and most significant Authority expansion, known as the Peace River Regional Expansion Program (REP), was completed in 2009. The REP doubled the Authority's water plant treatment capacity to a total 48 MGD and constructed the new 658 acre (Earth Balance, FLUCCS Assessment Report, 2011) off-stream above ground water supply reservoir (Reservoir No. 2) on Reserve lands now distinguished apart from the balance of the Reserve through a Perpetual Exclusive Easement between the District and the Authority.

The District's acquisition of the lands comprising the Reserve has served well to provide the land base necessary for planned water supply expansion. Collectively, Reservoir No. 1 with current storage capacity of 521 million gallons, in addition to Reservoir No. 2, provide a total storage capacity of 6.52 billion gallons of surface water available for treatment and supply to Authority customers. The remainder of the property will buffer the reservoir and ASR system from surrounding land uses that could be incompatible with the water supply functions of the property. The land area is also estimated to encompass much of the zone of influence that would be created by withdrawals from the ASR system.

Today, these two off-stream reservoirs and the network of 21 ASR wells function in concert to meet public supply demands during frequent periods of low river flow. Such conditions are not unusual during the dry season, when flows in the Peace River decline and the public's demand for water increases in response to an influx of seasonal residents and residential irrigation. However, river flow often exceeds 1 billion gallons per day during the typical summer wet season, making the Peace River one of the most productive sources of fresh surface water in Southwest Florida. With current storage capacity, the system provides a reliable, year-round source of potable water to the Authority's customers within the region.

Water Quality

The general topography of the Reserve land serves as a natural drainage divide between the Peace River and Myakka River watersheds. Historically, agricultural land uses have predominated the land use and activities of the Reserve. Even today, such agricultural uses, particularly cattle grazing, are prevalent on lands surrounding the property, as well as a portion of the Reserve land itself.

Typical of most land used for cattle grazing and row crops in this geographic area, the Reserve's land also experienced these types of alterations all occurring prior to the District's acquisition of the property. Drainage enhancements designed to improve grazing conditions and crop production in uplands that were subject to seasonal flooding included the excavation of a network of drainage ditches, which has also accelerated the drainage of some on-site wetlands. While nutrient loading in drainage from such lands may often become elevated in response to contact with animal wastes or land application of fertilizer, the ability of natural areas, particularly wetlands, to provide for the natural treatment of contaminated or degraded water runoff is widely recognized. Although some of the on-site wetlands are isolated systems, many others are part of a loosely-linked network that receives drainage from off-site east of the property, flows through the Reserve and eventually discharging to other off-site, down-gradient wetlands west and south of the property. The Reserve's numerous wetlands and freshwater marshes filter surface water sediments and nutrients through the assimilation or metabolization of waterborne pollutants (SWFWMD, RV Griffin Reserve LUMP, 1996).

As described above, land alterations by previous property owners had served to drain wetlands located within the Reserve. Through the design and permitting process associated with the Authority's construction of a new 6 billion gallon reservoir on the Reserve land, it was determined that hydrologic restoration and enhancement of existing on-site drained wetlands was the most preferable and cost-effective form of mitigation for the wetland impacts associated with the reservoir construction. The restoration project consisted of enhancing the existing wetlands and restoring historic wetlands that had been previously converted to upland. This would be accomplished by re-hydrating the wetlands, which has resulted in restored water levels and restored wetland hydroperiods to more natural conditions typically found prior to land use alterations. Hydrologic restoration methods were determined by identifying those wetlands that, when hydrologically enhanced and restored, would provide the greatest long term benefits.

To improve the hydroperiod of the wetlands, 43 hardened control structures, and 37 ditch blocks, were strategically placed throughout the mitigation area. Also included in this work was the removal of 37 berm areas and ditch blocks located within the mitigation wetland sloughs. In addition, a total of 33,275 feet of roadway that restricted water sheetflow were removed from

within the mitigation area (FDEP, Time Zero Monitoring Report–RV Griffin Mitigation Project, 2008).

The mitigation project has improved the quantity, quality and diversity of wetland vegetation which also results in the over-all improvement of wetland function within the targeted areas. This has occurred principally by reversing the adverse effects of onsite agricultural ditches; by increasing retention times and re-establishing the overall retention capacity of the system. As such, the water quality enhancement capabilities of the property have also improved which could potentially result in other benefits as well, especially to wildlife species that are dependent upon wetland habitats. (FDEP, Time Zero Monitoring Report–RV Griffin Mitigation Project, 2008). Current land use and management strategies developed for the Reserve will continue to preserve, maintain and protect these systems and their water quality function.

Natural Storm Water Attenuation

Approximately 22% of the Reserve's land cover is composed of wetland habitats (Earth Balance FLUCCS Assessment Report 2011). These wetland systems provide natural storm-water attenuation, aquifer recharge, water quality improvement, enhanced habitat, and nutrient recycling.

Natural Systems Protection/Restoration

The protection and restoration of natural systems, and the increase in species diversity of wildlife they support will be a priority strategy on the RV Griffin Reserve.

Habitats

Prior to the extensive landscape modification that accompanied human settlement of Florida, the characteristic landscape of this region consisted of sprawling expanses of pine flatwoods, intertwined with palmetto scrub and mesic hammock areas. These typical upland features were dotted with freshwater marshes and dissected by shallow sloughs. Existing natural land cover on the Reserve property is consistent with this fairly homogeneous historic landscape, as pine flatwoods continue to be the most extensive natural upland community today. Other natural systems such as forested wetlands, that are native to the region, have always been much more limited in distribution on the Reserve, as they are most prevalent on floodplains bordering major rivers and creeks, neither of which are present on the property.

By general definition, the Reserve is comprised of approximately 78.5% of Upland Communities whether still occurring in a natural or semi natural state, part of altered land communities, or developed land areas associated with the public water supply features of the property. The Wetland Communities of the Reserve, most typically being non-forested freshwater marshes and wet prairies, comprise approximately 21.5% of the total land cover. Of the total Reserve lands, approximately 17% is classified as developed land that is directly associated with the public water supply features of the property. Table 2 on page 15 provides an overview of the Reserve based on the Florida Land Use Classification Codes (FLUCCS). The table details the major land types by associated acres and percent of total land on the Reserve.

Figure 3 below shows the RV Griffin Reserve’s natural communities and geographically illustrates these communities using the Florida Land Use Classification Codes (FLUCCS).

Figure 3. RV Griffin Reserve Natural Communities

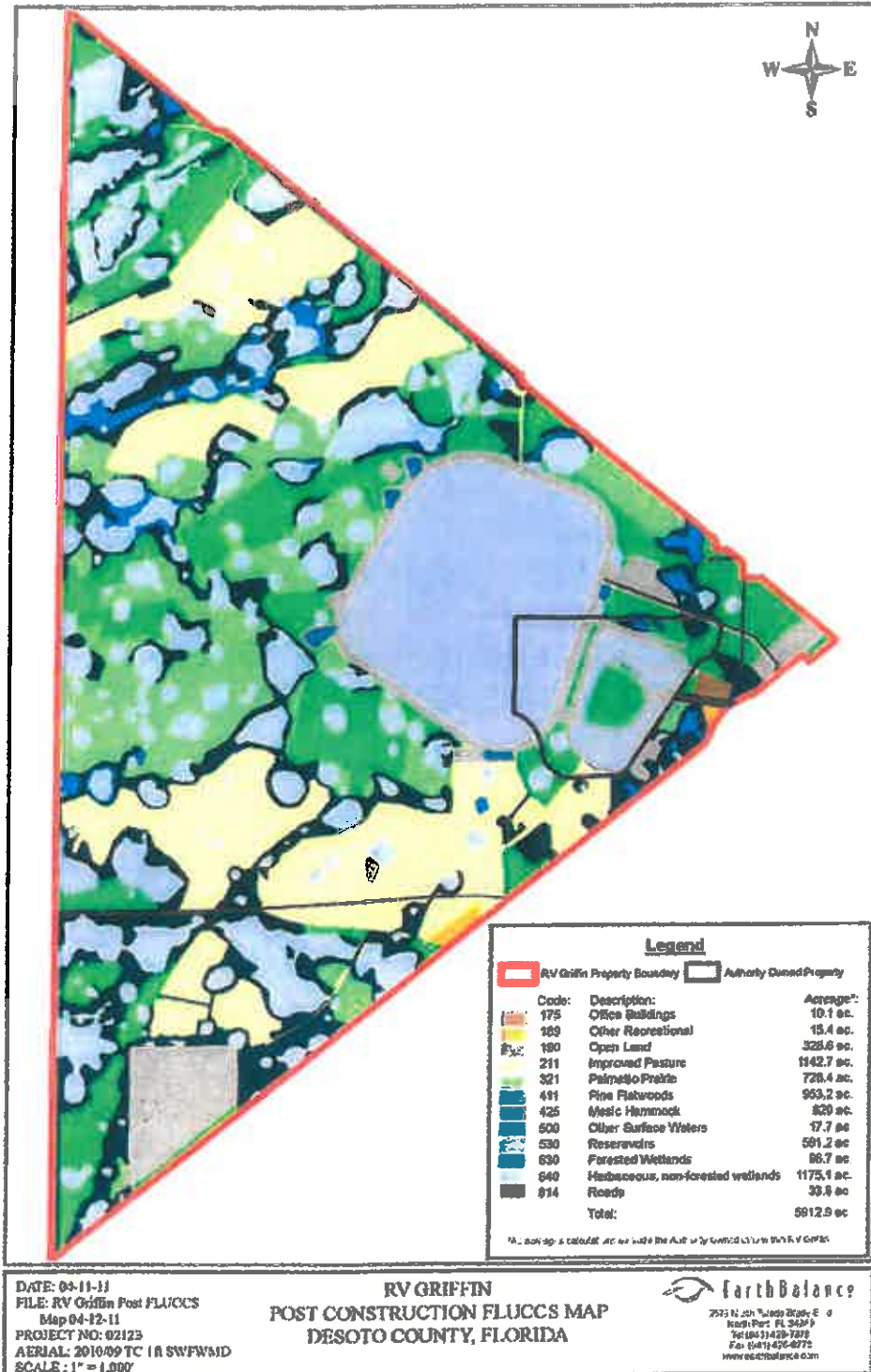


Table 2. FLUCCS Communities of the RV Griffin Reserve

FLUCCS Description	State	Acres	Percent
UPLAND COMMUNITIES:			
Improved Pasture	Altered	1,142.71	19.33%
Reservoirs, Open Lands, Roads, Office	Developed	996.78	16.85%
Pine Flatwoods	Natural	953.28	16.12%
Mesic Hammock	Natural	819.96	13.87%
Palmetto Prairie	Natural	728.31	12.32%
Total Uplands:		4,641.04	78.49%
WETLAND COMMUNITIES:			
Non-forested Wetlands	Natural	1,175.09	19.87%
Forested Wetlands	Natural	96.68	1.64%
Total Wetlands:		1,271.77	21.51%
TOTAL RESERVE:		5,912.81	100%

The following discussion provides an overview of the soil profiles existing within the Uplands and Wetlands of the Reserve. Additionally, a more detailed description of the dominant communities on the Reserve is provided for both the naturally occurring and altered land communities in order of decreasing acreage within each of the Uplands and Wetlands broad classifications. Specific community descriptions are not provided for the various developed land classifications that are primarily associated with the public water resources development component of the property.

UPLAND COMMUNITIES

The soil profiles of the Reserve's upland property are that of Farnton fine sand, Eau Gallie fine sand, and Myakka fine sand. All three soils are described as flatwoods soils that are poorly drained and occur at sites with a high water table. This is consistent with the very mesic or wet nature of the property's flatwoods. The spatial distribution of Myakka fine sand, which is more permeable than the other on-site flatwoods soils, corresponds very closely with the distribution and configuration of the improved pastures. The higher permeability of the Myakka fine sands probably explains the rationale by which the pasture sites were chosen.

Quartzipsamments are the only other soils accounting for a substantial portion of the property. This term applies to dredged or excavated soils that have been deposited over natural soils (SWFWMD, RV Griffin Reserve LUMP, 1996). The spoil piles generated by the excavation of Reservoir 1, which were to a large extent later removed, together with the spoil pile still in existence in the northwestern corner, created during construction of the DeSoto Wetlands, account for the occurrence of these soils on the property.

Improved Pasture - Improved pasture accounts for the vast majority of the property's altered lands and represents the single largest upland community on the Reserve today. Historically the primary uses of these pastures were for cattle grazing and occasional row crop production. Currently accounting for a total area of approximately 1143 acres, or 19 percent of total Reserve lands, the pastures are exceeded in land area only by herbaceous, non-forested wetland communities.

Bahia grass dominates the vegetative coverage of the pastures. Other groundcover species include St Augustine grass, frog-fruit, flat-top goldenrod, flat sedges, and thistle (FDEP, Peace River REP Phase I- Mitigation Project Application, 2005). The pastures overlie sites that supported pine flatwoods prior to alteration. (SWFWMD, RV Griffin Reserve LUMP, 1996).

Picture 1. Improved Pasture



Developed Lands - There are several categories of land occurring on the property that have also been altered from their original state as these areas have been “developed” for various purposes directly associated with the expansion of the public water supply facilities on the original property purchase. In the recent FLUCCS assessment conducted on the Reserve, several land classifications were identified that were considered “developed lands” as they are being utilized for office buildings and reservoirs, and for the roads, open spaces, and other surface water features related to the management of the public water storage infrastructure found on the property. However, for purposes of the land management plan discussion, these smaller altered land use classifications have been lumped together as Developed Lands and collectively they represent 16.8% of the total property within the Reserve.

Pine Flatwoods –The largest single category of natural upland cover existing on the Reserve is Pine flatwoods which now account for approximately 953 acres or 16 percent of the total Reserve land.

South Florida slash pine is the dominant overstory species in the property's flatwoods. Longleaf pine has also been reported on the property and is often co-dominant with slash pine in Florida flatwoods. DeSoto County however is located at the extreme southern limits of the natural range of longleaf pine, and its occurrence in significant numbers is somewhat doubtful on the Reserve. The pine canopy in the property's pine flatwoods varies from relatively sparse to nearly absent, due presumably to historic timber harvesting activities. The sparsity of the pine overstory across much of the flatwoods creates the impression of a treeless prairie that resembles the dry prairies of south-central Florida (SWFWMD, RV Griffin Reserve LUMP, 1996).

Picture 2. Pine Flatwoods



Flatwoods generally lack an understory but can support a dense and diverse groundcover that includes numerous shrub and grass species. Such species at the Reserve include saw palmetto, gallberry, wax myrtle, pawpaw, winged sumac, wiregrass, dwarf blueberry, and fetterbush.

During the publication of the 1996 Land Use Management Plan, the Reserve property was reported to contain 525 acres of pine plantations, together with the improved pastures for a total of approximately 1900 acres of altered land. Also, prior to their conversion, these altered lands had been reported to support natural pine flatwood communities. While considerable acreage of pine plantations existed in previous reports, the majority of this acreage has since been timbered; removing the larger, more mature trees and leaving only smaller pines scattered throughout the original plantations. Over the years since the timber harvest, natural germination and growth of

pinus has occurred in most of these areas resulting in re-establishment as pine flatwood communities from which they originated. Additionally, a considerable amount of the harvested acreage was removed in the construction footprint of Reservoir 2. With no plans to further harvest or replant the oddly shaped remnants of pine plantations, such remnants have been recombined into the pine flatwoods community in which they were initially developed.

Picture 3. Pine Plantation Remnant



Mesic Hammock - The second largest natural upland plant community represented on the property is mesic hammock which is approximately 820 acres in size, or 14 percent of the total land area. The hammock stands provide valuable habitat diversity and are distinguished by a closed canopy of hardwood tree species which include laurel oak, live oak, pignut hickory, cabbage palm and occasional red bay. Groundcover varies from sparse to dense and includes such species as Virginia chain fern, saw palmetto, fetterbush and wax myrtle. A variety of epiphytic plants are also common to the hammocks, including bromeliads, and butterfly orchid. The latter species is listed as a commercially exploited species by the Florida Department of Agriculture.

The closed canopy and aesthetic appeal of the property's mesic hammocks make them especially attractive to recreational users as picnic areas or other high impact uses. These hammocks will not be targeted for intensive or concentrated forms of public use. Given the sensitivity of hammock groundcover species to physical disturbance, the preservation of mesic hammocks will be considered a management priority. Recreational use will therefore consist primarily of incidental use by those on foot or horse back.

Picture 4. Mesic Hammock



Palmetto Prairies –Most are predominately located in the western half of the middle sections of the Reserve, natural Palmetto Scrub communities account for approximately 728 acres or 12 percent of the total Reserve land.

Palmetto prairies are areas in which saw palmetto is the most dominant vegetation. Common associates of saw palmetto in this cover type are fetterbrush, tar flower, gallberry, wire grass and brown grasses. This cover type is mostly found on seldom flooded dry sand areas. These treeless areas are often very similar to the pine flatwoods but without the presence of pine tree canopies (FDOT, FLUCCS Handbook, 1999).

Picture 5. Palmetto Prairies



WETLAND COMMUNITIES

The wetlands of the property are underlain by Floridana mucky fine sand, Felda fine sand, or Delray mucky sand. These three soils are all described as deep, very-poorly drained soils that are restricted to depressions and subject to inundation by standing water for at least 6 months per year.

Herbaceous Wetlands - Approximately 1,272 acres of the property support wetland communities. This accounts for approximately 21.5 percent of the total land area. The majority of the property's wetlands (1,175 acres) are herbaceous, non-forested systems consisting of freshwater marshes and wet prairies (Table 2).

The marshes conform with depressional marshes as described by the Florida Natural Areas Inventory (FNAI). Depressional marshes typically occur as circular depressions scattered through pine flatwoods (Florida Natural Areas Inventory, 1990) and have hydroperiods that can approach 9 to 10 months of inundation per year. Seasonal fluctuations in water level often result in the formation of distinct, concentric bands of vegetation radiating outward from a deep central zone to more shallow peripheral zones. Zones toward the exterior will normally support plant species that are adapted to shorter periods of inundation, relative to interior species (Kushlan, 1990).

Like marshes, wet prairies often display a concentric pattern of plant zonation related to spatial and temporal variation in hydroperiod. They are often closely associated with freshwater marshes, occurring as transitional areas sandwiched between marshes and adjoining upland communities. Wet prairies are distinguished from marshes by a progressively shorter hydroperiod, which results in a period of inundation or saturation that does not usually exceed 2 or 3 months in duration. If a given marsh/wet prairie system is subjected to an extended change in hydroperiod, or experiences an alteration in the seasonality of wet and dry cycles, changes in the distribution of vegetation can frequently result.

Picture 6. Freshwater marshes and sloughs



Marshes on the property are dominated by such plant species as arrowhead, pickerelweed, sawgrass, cattail, and water lilies. The wet prairies are dominated by wetland grasses and herbs, including three-awn grass, broom sedge, cordgrass, St. John's wort, spikerush, meadow-beauty, marsh pink, and big yellow milkwort. These wetlands provide foraging and/or nesting habitat for a diversity of wildlife, including many that have been extended protected status.

Forested Wetlands -There are several stands of forested wetland occurring on the property, totaling about 97 acres in land area, or just 1.6% of the Reserve property. Dominant species at these sites include bald cypress, sweet gum, red maple, loblolly bay, Carolina willow, and wax myrtle. The occurrence of forested wetlands provides valuable landscape diversity and management actions at these sites will be designed to maintain existing vegetation by avoiding physical disturbance.

Wildlife Species

The different habitat types found on the Reserve are important to numerous species of wildlife. To date approximately 72 wildlife species have been identified utilizing Reserve habitats (Earth Balance, Mitigation Report: Environmental Survey of Wildlife Utilization, 2004; FDEP, Annual Report, 2011).

The Pine Flatwoods communities provide valuable habitat for the gopher tortoise, gopher frog, red-tailed hawk, bobcat, gray fox, and white-tailed deer. Some of the rare wildlife species that are preferentially native to true dry prairies but that may find suitable habitat in the Reserve's Pine Flatwoods include: the Florida grasshopper sparrow, which has been designated an endangered species by both the USFWS and FWC; Audubon's crested caracara, which is designated as threatened by the USFWS and FWC; the Florida sandhill crane, designated as threatened by FWC; and the burrowing owl, which has been listed as a species of special concern by the FWC.

The freshwater marshes and wet prairies on the Reserve provide critical habitat for numerous wading bird species which have been observed on site. These species include: wood stork, Florida sandhill crane, white ibis, little blue heron, great blue heron, great egret, and yellow-crowned night heron.

Picture 7. Florida Sandhill crane and nest



Isolated wetlands are recognized as especially important habitat for amphibians, including the gopher frog, which is expected to occur on the property. The wood stork has been designated an endangered species by the both the U.S. Fish and Wildlife Service (USFWS) and the Florida Fish and Wildlife Conservation Commission (FWC). Florida's subspecies of the sandhill crane has been designated a threatened species by FWC; the white ibis, little blue heron and gopher frog have all been listed as species of special concern (FWC, 2004). The round-tailed muskrat, designated a species of special concern by the Florida Committee on Rare and Endangered Plants and Animals (FCREPA), is another noteworthy species that has been documented on the property (SWFWMD, RV Griffin Reserve LUMP, 1996). Its feeding platforms and burrows are frequently observed along the margins of several marshes and wet prairies.

Invasive Exotic Species

Invasive exotic plant species have become established on the Reserve, primarily on the fallow pastures and agriculture fields. These include, West Indian marsh grass, torpedo grass, thalia lovegrass, cogon grass, tropical soda apple, dog fennel, greenbrier, shiny blueberry, poison ivy, muscadine grapevine, Lygodium, air potato, dwarf live oak, runner oak, Brazilian pepper, wax myrtle, and Peruvian primrose willow. The most problematic plant at this time is Brazilian pepper, which the Exotic Pest Plant Council has identified as a species that is widespread in Florida, and poses a significant threat to Florida's natural areas (Brazilian Pepper Task Force Recommendations: Brazilian Pepper Management Plan for Florida, 1997). It is well-established in some areas of the Reserve, most notably throughout the disturbed areas such as ditch banks.

In efforts to control the invasive exotic species, the Authority's contractor routinely inspects the Reserve property and on an as needed basis identifies such vegetation and applies herbicide on those areas that require treatment. For example in calendar 2010 the contractor logged 295 man hours of labor dedicated to the application of herbicide on invasive exotic vegetation. Through August 2011 contractor logged 152 man hours of labor to apply herbicide on the property. One example of the significant progress being made from the Authority's invasive exotic vegetation control program can be found in the area along the edges of the spoil area sand pile where Brazilian pepper has been significantly reduced.

Restoration/Mitigation

Approximately 1,055 acres of mitigation and enhancement (Table 3), primarily involving restoration of fresh water marsh systems (Mitigation Area A & Mitigation Area B), was required to offset the impacts associated with the construction of the Authority's Reservoir No. 2. The mitigation construction activities in these two slough areas have been successfully completed.

Table 3. Types of Permitted Mitigation

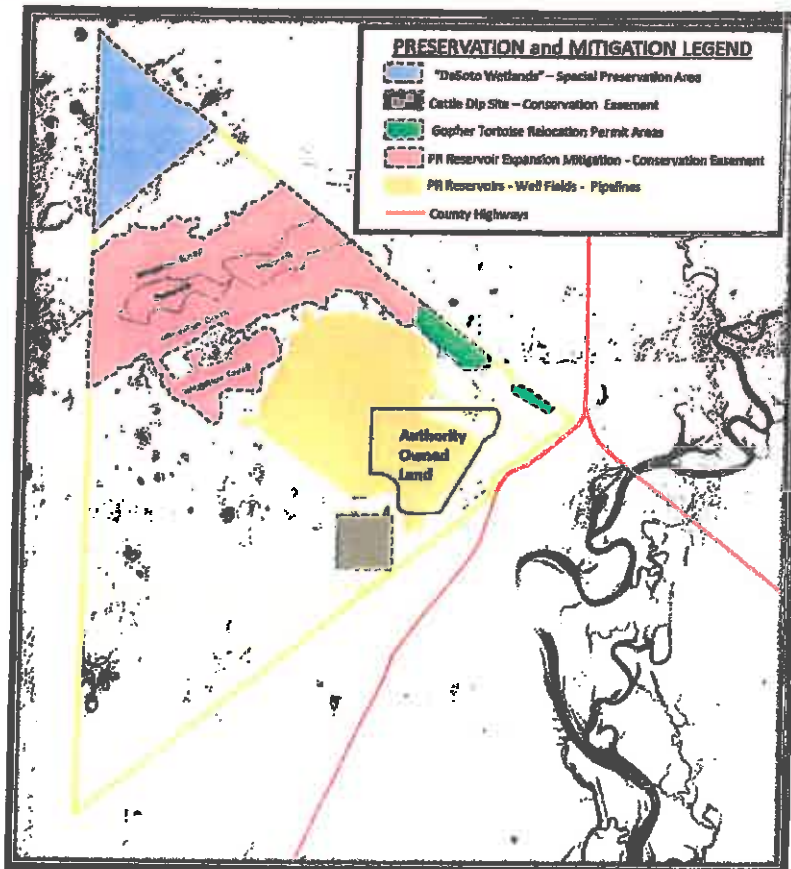
Permitted Mitigation	Acres
Herbaceous Enhancement	365.59
Herbaceous Restoration	30.60
Forested Enhancement	60.94
Upland Enhancement	597.58
Total All Current Mitigation	1054.71

The Authority continues to be responsible for maintaining, monitoring and reporting to the regulatory agencies the condition of the mitigation areas until permit success criteria is met. Complete success is expected to occur in 2013. Following complete success the Authority will continue to maintain the mitigation areas in perpetuity as required by the reservoir construction / mitigation permits. The Department of Environmental Protection entered into a perpetual conservation easement with the District to afford an additional level of protection to the mitigation sites (Figure 4).

As a condition of the Agreement for the Management and Operation of the R.V. Griffin Reserve between the District and the Authority, additional restoration beyond the current mitigation areas is to occur in Pasture B and will be completed by the Authority in the near future. A conceptual restoration plan has been prepared by Earth Balance, the Authority's consultant, to describe the requirements necessary to restore approximately 200 acres of improved pasture (Pasture B) on the Reserve. As a result of this agreement, the Authority will assume responsibility for managing the acres contained within Pasture B, and returning it to native conditions.

Figure 4 below, shows the conservation and preservation areas that exist on the Reserve today. As well, labels have been placed on the current Mitigation Areas A and B, and the Pasture B Restoration area within the Peace River Regional Reservoir Expansion Conservation Easement.

Figure 4. Conservation, Preservation, and Mitigation Map



Historically, Pasture B consisted primarily of mesic pine flatwoods with lesser associations of palmetto prairie and oak hammock habitats much like the adjacent uplands currently existing on the Reserve. The pasture is situated between two slough systems composed of forested, herbaceous, and shrubby wetlands.

The overall goal of restoring Pasture B is to enhance wildlife habitat and minimize land management costs by returning the 200-acre area to native habitat resembling its historic condition. The restored area will link adjacent native habitats to the north and south thereby enhancing wildlife resources and habitat connectivity within this locally known wildlife corridor. To accomplish the goals and objectives stated above, pasture restoration will occur in phases over several years with activities to include site preparation, native groundcover seed collection and dispersal, palmetto seed dispersal, tree planting, and ongoing maintenance (Earth Balance, Pasture B Restoration Plan, 2011).

Land Use Plan

Consistent with District Policy 610-3, the process of completing a conceptual land use plan should include three fundamental components: Land Use Zoning, Land Use Matrix and Review of Regional Recreational Supply and Demand. Below is a discussion of these three individual components and the conclusions derived when evaluating the Reserve. Included in this process is the required inclusion of back ground information gathered in the previous sections of this report. Examples include historical uses of the property, and recreational activities that pre-existed the Authority's management responsibilities. Also included in this process is to determine those activities that are compatible on the Reserve and determine where these activities will fit on the property within the need to have water supply and natural systems management activities. . Finally consideration should be given to the quantity and type of public use already occurring on the property. Aside from individuals connected with the Model Airplane Club, voluntary activity questionnaires were completed by 416 public users of the RV Griffin Reserve during 2009 and 2010. The results of the questionnaires summarize the recent recreational interest as follows:

Table 4. Questionnaire Survey Results

Recreational Uses	Percentage
Equestrian use	64%
Hiking	31%
Biking	5%
Survey Total	100%

Land Use Zone Map

The Reserve was divided into zones to indicate the appropriate level of protection required to safeguard the various resources found on the property. Habitat quality, hydrological functions, established preserved lands, ecological indicators, sensitivity of natural communities and their inhabitants to disturbance, and user experience values were some of the attributes that were considered during the zoning process for the Reserve. The final zones assigned to the Reserve are based on assessments of the landscape's resource value and sensitivity, and the different level and types of land management use that are planned for the Reserve. The six land use zones assigned to the Reserve are defined as follows:

1. **Preservation Zones (P)** – The function of preservation zones is for the protection and conservation of land and water areas where natural attributes exist in essentially unaltered condition and for areas designated for restoration to their natural, vegetative, hydrologic, scenic, open, agricultural, or wooded condition; to retain such areas as suitable habitat for fish, plants, and wildlife. These zones represent areas that are most ecologically sensitive, which provide natural system core functions, therefore only low-impact activities or those activities that result in no loss of natural function may be considered in this zone.
2. **Special Protection Zones (SP)** – The function of special protection zones is to provide an additional level of protection to features of high importance or sensitivity. This designation offers the most protection and is not accessible for commercial activities or open to the general public since the primary management practices are currently those associated with mitigation activities.
3. **Resource Management Zones (RM)** – The function of the resource management zones is to provide sustainable resource utilization so as to minimize the impacts of activities on the water resource and natural systems functions of the property. Areas that have been physically altered to a minimal or moderate degree by human actions fall into this category. Maintenance of primary water resource and natural systems function, sustaining revenue generating resource utilization through the leasing of pasture areas for cattle grazing, and / or providing multiple recreational uses in compatible areas are of shared strategic importance in these zones.
4. **Recreation Zones (R)** – The function of recreation zones is to cluster moderate to high impact resource-dependent recreation uses, or high concentrations of users, in areas close to transportation corridors, while minimizing the impact on the water resource and natural systems function of the property. The natural attributes of such zones may exist in a moderately to highly altered condition. Accommodation of resource-dependent recreation available to the general public is the dominant management strategy of these zones.
5. **Special Use Zones (SU)** – The function of special use zones is to cluster compatible user-based and developed uses so as to minimize impacts to all other uses on the project. These include altered areas that are functionally and/or geographically segregated from the other zones. They contain significant public water supply infrastructure of which operational functions may be highly influenced by surrounding uses.

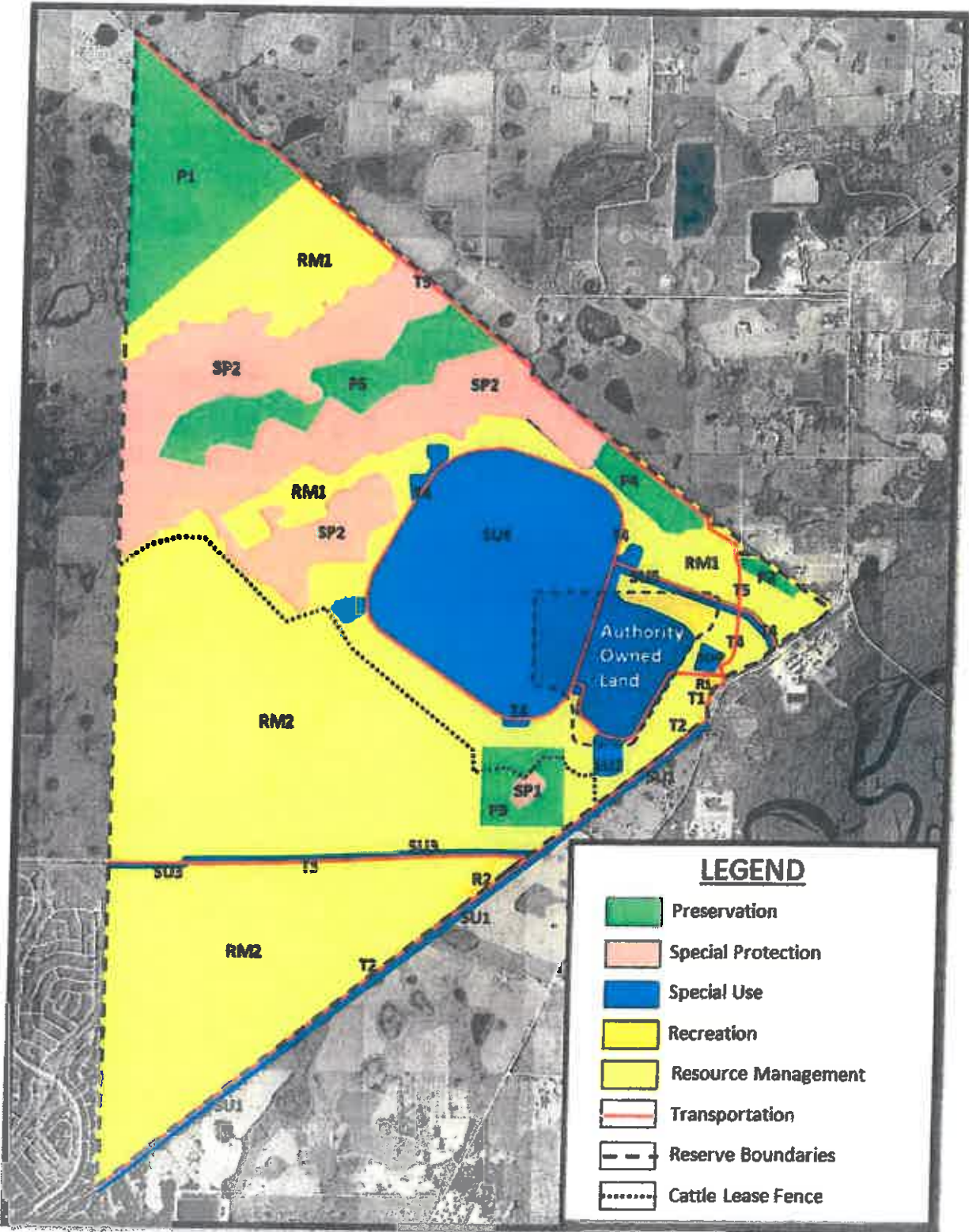
6. **Transportation Zones (T)** – The function of transportation zones are to provide adequate vehicular access to the project. These are linear zones on the periphery of the project or along semi-improved roads within the project. The primary management strategies of these zones are to provide public access to recreation zones and authorized personnel to resource management, special protection, conservation, and special use zones.

The final zones established at the Reserve were based on the general criteria listed below:

1. **Preservation** – Zones established on sites associated with underlying preservation or conservation easements or agreements with the Florida Department of Environmental Protection (FDEP) or with the Florida Fish and Wildlife Conservation Commission (FWC).
2. **Special Protection Areas** – Zones established on sites within conservation easements that have additional Florida Department of Environmental Protection (FDEP) requirements such as mitigation activities related to the Reservoir #2 construction permit or land use limitations associated with the abandoned cattle dip site.
3. **Resource Management** – Zones established to delineate the few remaining stands of harvested pine plantations and the substantial areas dominated by pasture lands, most of which are co utilized as a source of land management revenues from an underlying cattle grazing lease while also supporting recreational activities. Portions of these areas may in the future support further water supply development.
4. **Recreation** – Zones established to include areas that are compatible with plan-designated resource-dependent uses, exclusive to recreational activities only.
5. **Special Use** - Zones established in areas that contain public water supply infrastructure such as well fields, reservoirs, and appurtenances related to their operational requirements. Typically they require a buffer area and a security system from urban growth and development.
6. **Transportation** - Zones established at existing entrances, over both compacted shell and stabilized dirt roads for the purpose of managing the land and water supply resources.

The Reserve's land use and management zoning map Figure 5 on the following page, depicts the land use and management zones established for the Reserve. This map illustrates where special protection is required and where recreation and other special uses may be compatible.

Figure 5. RV Griffin Reserve Land Use Zone Map



Land Use Matrix

The initial matrix used in this step of the process contained a wide range of resource-dependent recreation activities and renewable resource land uses that were considered on the Reserve. The zoning designations specifically established for the Reserve were incorporated into the initial matrix and the entire range of resource-dependent recreation activities and renewable resource land uses listed on the matrix were considered for each zone. Only those activities considered compatible with the zoning designations established for the Reserve were selected and are depicted on the Reserve's final matrix shown in Table 5 below.

Table 5. Resource Dependent Recreation Matrix

Land Use Categories		Resource-Dependant Recreation											
		Authorized Vehicles	Access-Equestrian- Hiking - Bicycling - Nature- Photo	Access- Airplane Club	Hiking	Bicycling	Equestrian	Nature Study/ Photography	Special Hunting	Model Airplane Flying	Cattle / Haying	Permanent Structures	Conservation Easement
Management Zones													
Special Protection - 1	(SP1)	✓											✓
Special Protection - 2	(SP2)	✓						✓					✓
Transportation - 1	(T1)	✓	✓	✓									
Transportation - 2	(T2)	✓		✓	✓	✓	✓	✓					
Transportation - 3	(T3)	✓			✓	✓	✓	✓					
Transportation - 4	(T4)	✓											
Transportation - 5	(T5)	✓						✓					
Resource Management - 1	(RM1)	✓						✓			✓		
Resource Management - 2	(RM2)	✓			✓	✓	✓	✓		✓	✓		
Recreation - 1	(R1)		✓										
Recreation - 2	(R2)			✓						✓		✓	
Special Use - 1 [36" RTM]	(SU1)	✓			✓	✓	✓	✓				✓	
Special Use - 2 [Well Field #2]	(SU2)	✓										✓	
Special Use - 3 [42" RTM]	(SU3)	✓			✓	✓	✓	✓				✓	
Special Use - 4 [Office]	(SU4)	✓										✓	
Special Use - 5 [66" Raw WM]	(SU5)	✓										✓	
Special Use - 6 [Reservoir #2]	(SU6)	✓										✓	
Preservation - 1	(P1)	✓											
Preservation - 2	(P2)	✓											✓
Preservation - 3	(P3)	✓			✓	✓	✓	✓		✓		✓	
Preservation - 4	(P4)	✓											✓
Preservation - 5	(P5)	✓						✓				✓	

Regional Recreational Supply and Demand

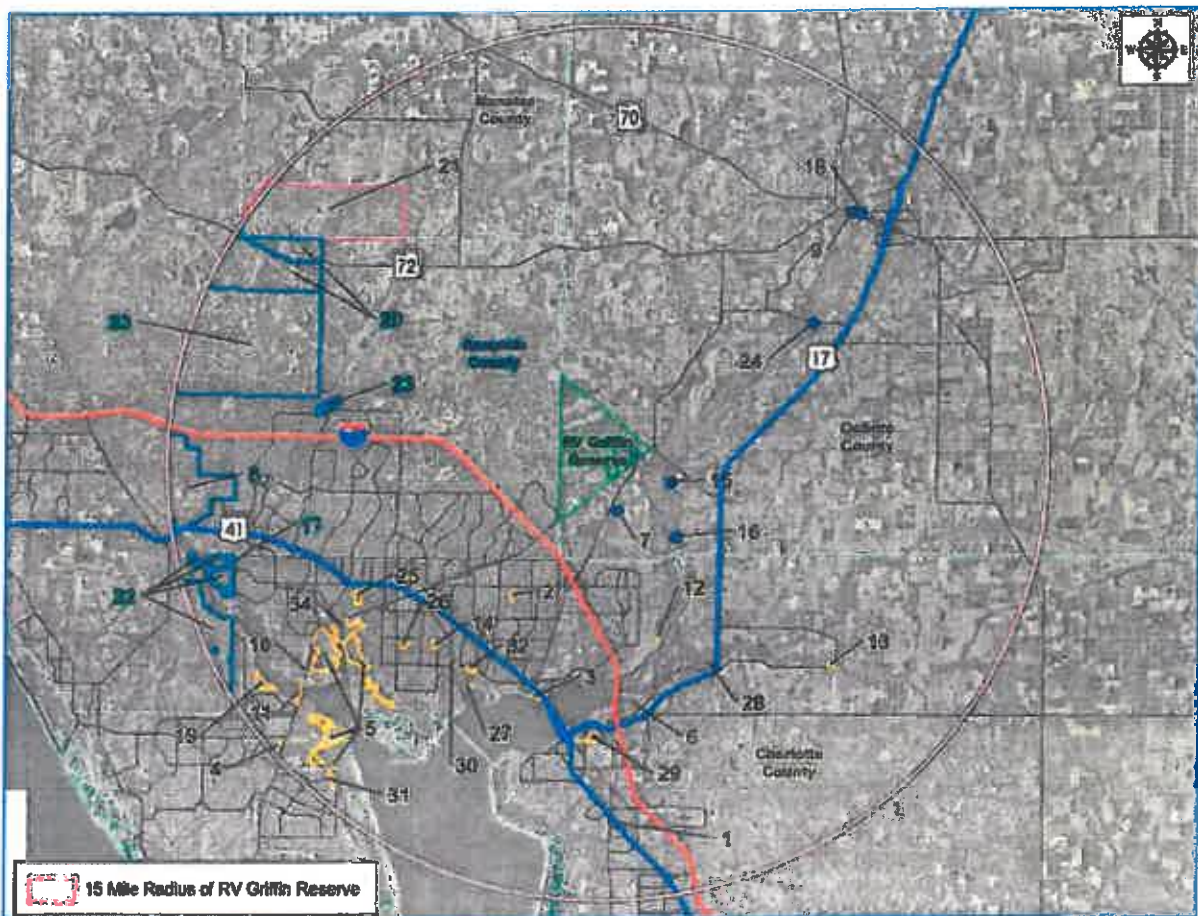
Before the land use zone map and matrix steps were finalized, a regional recreation assessment was conducted to identify nearby recreational opportunities offered by other recreation providers including state and local government. The assessment identified the existing regional and local resource-dependent recreation supply opportunities as shown in Table 6 that are available to the general public within a 15 mile radius of the Reserve.

Table 6. Regional Recreational Supply and Demand

Site Location No	Recreation Facility Name	Picnic	Playground	Camping	Swimming	Fishing	Canoe / Kayak	Nature/ Walking Trail	Equestrian Trail	Hiking	Biking	Birding	Boat Ramp
1	Allapatchee Shores Park	X				X	X						
2	Audubon-Pennington Nature Park							X				X	
3	Bayshore Live Oak Park	X				X	X	X				X	
4	Cape Haze Pioneer Trail Park	X						X			X		
5	Charlotte Harbor Preserve State Park					X	X	X		X		X	
6	Darst Park	X				X	X						X
7	Deep Creek Preserve & County Park	X		X		X	X	X	X	X			X
8	Deer Prairie Creek Preserve	X				X	X		X	X	X		
9	DeSoto Park	X											X
10	El Jobean Boat Ramp						X						X
11	El Jobean Fishing Pier					X							
12	Harbour Heights Park	X	X			X	X						X
13	Hathaway Park	X					X	X	X			X	X
14	Kiwanis Park	X	X					X				X	
15	Lettuce Lake Park												X
16	Liverpool Park					X							X
17	Marina Park, North Port	X											X
18	Morgan Park	X						X		X			
19	Myakka Park					X							
20	Myakka Prairie								X	X	X		
21	Myakka River State Park	X		X		X				X	X	X	
22	Myakka State Forest			X		X	X		X	X	X	X	
23	Myakkahatchee Creek Environmental Park	X	X				X	X					
24	Nocatee Boat Ramp												X
25	North Charlotte Regional Park							X					
26	Ollie's Pond Park							X				X	
27	Port Charlotte Beach Park	X	X		X	X	X						X
28	Riverside Park	X					X						X
29	South County Regional Park	X	X		X	X							
30	Spring Lake Park	X				X	X	X					X
31	St. Paul Linear Park							X					
32	Sunrise Park	X				X	X	X				X	
33	T. Mabry Carlton, Jr. Memorial Reserve	X				X	X	X	X	X	X		

Although the Reserve boundary lies completely within DeSoto County, the host county of DeSoto is sparsely populated as is typical of rural, inland counties within the state. As such, in order to target more significant population densities, a 15 mile radius was used in the recreational supply assessment. This radius as shown in Figure 6 allows inclusion of nearby populations located in the adjacent coastal counties that may utilize the property as well as identify other recreation areas within a reasonable distance of those population centers. Within this 700 square-mile study area, many of the resource-based recreational opportunities available on the Reserve such as hiking, biking, horseback riding, and nature appreciation are currently being provided by other public entities. Many of the sites listed also have an extensive system of amenities including fishing, paddle boating, and permanent restroom facilities that are not available on the Reserve property.

Figure 6. Location Map of Resource-Based Recreation within 15 miles



Recreational Demand – This assessment was conducted to identify the unmet demand for resource-dependent recreation activities near the Reserve that may be considered for addition to the Reserve if compatible with resource management objectives. The recreational demand assessment focused on those demands resulting from the current populations and the projected populations of DeSoto County as the host-county, Charlotte and Sarasota Counties were also considered due to their relative proximity in driving distance to the entrance of the Reserve along County Road 769.

The US Census Bureau reports the 2010 population of DeSoto County at 34,862, Charlotte County at 159,978, and Sarasota County at 379,448, for combined population of 574,288 within this three-county area, which represents only 3% of the state's population. In reviewing the Comprehensive Plans of these three counties, which were revised during periods of high growth expectations, the annual growth required to achieve their projected 2020 populations ranged from 2.5% to 5.5%. Based on the latest Bureau of Economic and Business Research (BEBR) population projections, the 2020 medium BEBR county population projections are 37,600 for DeSoto County, 176,300 for Charlotte County, and 424,700 for Sarasota County.

The Recreation and Open Spaces Element of these Comprehensive Plans provided an analysis of the current inventories of parks and recreational facilities weighted against their existing and projected populations. Each of these counties' Recreation and Open Space Element identified a surplus of parks as defined within the classification of Regional Parks and Environmental Parks based on State Guidelines. Each county therefore met their recommended level of service for their current populations as well as their Comprehensive Plan projected populations in 2020. Based on the latest BEBR projections, these counties should anticipate growth rates more in the order of 1.0% annually, therefore the current surplus inventories of parks and recreational land should offer these counties the ability to continue meeting the level of service requirements well beyond 2020.

The District and the Florida Office of Greenways and Trails' (OGT) are developing a continuous trail referred to as the "River to River" trail, connecting the Myakka River to the Peace River, and have requested the Authority to consider the feasibility of such a proposed connection through the Reserve land. The point at which the proposed trail intersects the Reserve property is referred to as the Longino Alignment and is located along the northwestern boundary at one of the Reserves preservation parcels commonly known as the DeSoto Wetlands.

In addition to this preservation land use zone, special protection land use zones on the Reserve may be impacted by the new trail. Mitigation activity is ongoing and is expected to be complete in late 2013 in the special protection zone which currently restricts the allowable uses of such land areas until release is accomplished. Upon approval of the regulatory agencies associated with these preservation and special protection land use zones, the Authority, in cooperation with the District, is willing to discuss development of the River to River Trail through the Reserve property.

Figure 7 on the following page illustrates the existing trail network on the Reserve that accommodates hiking, nature studies, biking, and equestrian use. It also provides a visual reference point for the Longino Alignment at the Reserve boundary and displays the various land use zones that exist between the current trails and the proposed point of intersection for the Longino Alignment.

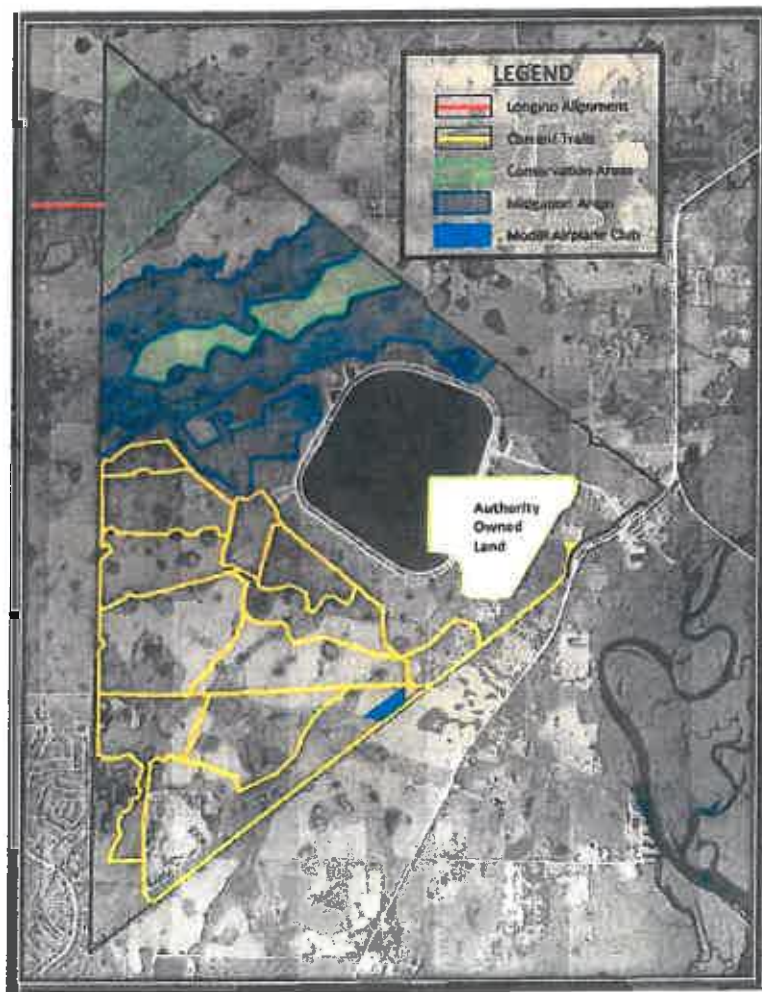
Limitations on Reserve - The land use zones established at the Reserve are to protect and preserve existing natural systems, documented sensitive habitats, and the wildlife that utilize these habitats. These zones also provide a buffer to existing water supply structures and ensure compliance with the Authority's reservoir mitigation permit that requires ecological improvement across large areas of the property. These permit conditions have limited the amount of acreage available for recreational activities such as trail networks and additionally has limited

the amount of revenues that can be generated from lands available for cattle grazing. Only those opportunities that require minimal amenities are considered for future addition to the Reserve.

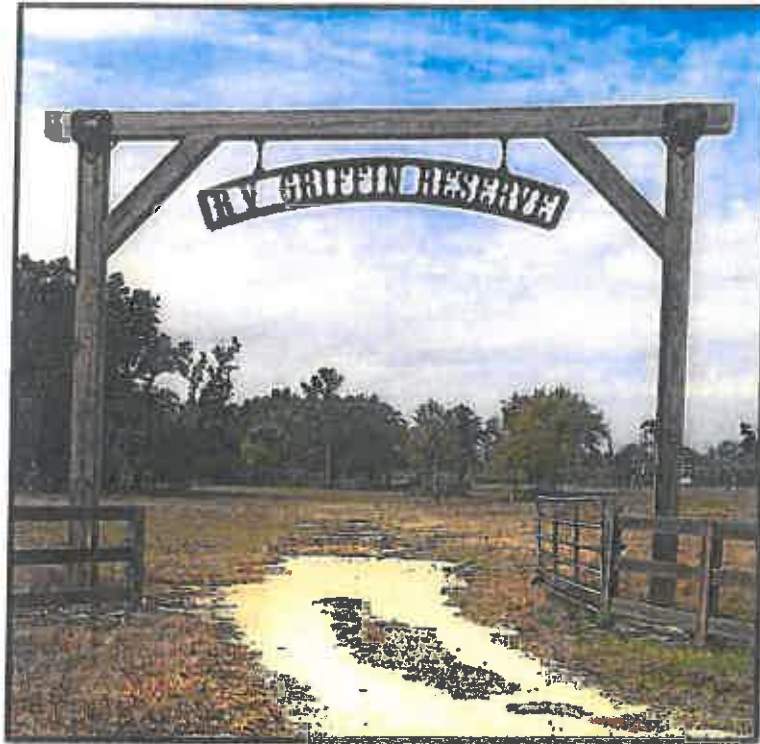
The regions potable drinking water source contained in the 658 acre above ground reservoir, commonly known as Reservoir No. 2, is situated for the most part on the Reserve property; however it is solely managed by the Authority and is not part of this Land Use and Management Plan. The Authority has a perpetual exclusive easement containing all of the Reservoir No. 2 footprint, associated infrastructure, and access roads, not located on Authority owned land. For the safety of the regions potable drinking water and the public, recreational opportunities are limited on the RV Griffin Reserve to those areas contained in the nonexclusive easement areas.

Conclusion - Based on an analysis of the current and projected public recreational needs and opportunities already available on public lands within the planning region, and due to the inherent public water supply values of the Reserve which places limitations on recreational site opportunities, the Reserve will feature passive, resource-dependent recreational uses. The location of the existing trails and the Model Airplane Club are depicted in Figure 7.

Figure 7. Recreation Trails, Mitigation & Conservation Areas



Picture 8. Entrance Area to Horse Head Trail (R1)



Management Goals and Objectives

There are six broadly-defined goals listed below that describe the land and water resource condition and the resource-dependent recreation experiences to be achieved on the Reserve over time.

1. **Water Resource Protection** - Groundwater and surface water resources are protected, restored and/or maintained in good condition.
2. **Natural Flood Control** - Surface water attenuation within all Reserve wetland and upland systems function normally and naturally.
3. **Natural Systems Protection/Restoration** - Natural systems are protected, restored, and/or maintained, and systems function normally and naturally.
4. **Resource-dependent Recreation** - Visitors safely enjoy appropriate low impact recreational opportunities and amenities.
5. **Renewable Resource Utilization** - Renewable resources are utilized where appropriate and when compatible with resource protection goals and objectives.
6. **Special Uses** - User-based land uses are accommodated in areas designated as suitable for those purposes, if they exist.

The achievement of goals established for the Reserve will be under eight ongoing land use and management programs and the specific strategies that fall under these programs. These programs include Resource Protection and Security, Public Use, Land Maintenance, Fire Management, Exotic Species Control, Natural Systems Restoration, Resource Utilization and Resource Monitoring (Appendix 2). All of these programs generally have four phases that include a Start-up Phase, Planning Phase, Operations & Maintenance Phase, and Program Review. As a result, a complete description of all the objectives/strategies implemented under these programs will not be summarized in this plan. Objectives that are considered frequent and routine, or already completed for the Reserve will be listed in an annual work plan. Only primary objectives yet to be achieved and broadly described below are listed in this plan with the anticipated achievement period indicated. The objectives are broken down as Short-term (1-3 Years) 2011 to 2013, Mid-term (4-7 Years) 2011 to 2018 and Long-term (8-10 Years) 2011 to 2021.

Resource Protection & Security

Short-term -- Continue to assess potential wetland erosion areas and rectify problem areas as needed.

Continue the evaluation of Reserve property to locate and identify any remaining, free flowing wells, cattle dip sites, or other potential water resource contamination features, and repair, isolate or remove the source of contamination, as needed.

Complete the construction of the 8 foot chain-link fencing necessary to provide added security to the special use zones containing public water supply reservoirs, well fields and other related appurtenances located within the Reserve boundary.

Complete an inventory of interior fencing and develop a plan for the removal of such fencing that no longer serves cattle management or nuisance animal intrusion purposes.

Continue to identify security issues on the Reserve and implement a tiered strategy that includes encouragement of voluntary compliance utilizing signage; installation of physical impediments and deterrents; and enforcement of rules and regulations through utilization of the available staff, law enforcement, contract personnel, and off duty law enforcement officers.

Mid-term -- Continue to evaluate gates, fences, and signage to assure appropriate infrastructure is in place, especially along the western boundary where the interface with urban areas is greatest and replace, repair or remove damaged or inappropriate materials as needed. .

Continue to evaluate and improve the level of service being provided through security contract and adjust as necessary.

Long-term – Continue to replace /install fencing, gates and signage as deemed necessary.

Where appropriate remove interior fencing that no longer serves cattle management or nuisance animal intrusion purposes.

Public Use

Short-term – Maintain established public access: roads, walk through gates, and parking areas.

Continue to evaluate the secondary impacts caused by the public to determine when those impacts are excessive and the alternatives to reduce or mitigate those impacts.

Assess roads, fire lines, and appropriately zoned areas to ensure that these areas continue to be well maintained and meeting the needs of the management plan.

Continue to publish public use map through update of recreation guide to formally advertise the Reserve is open for public recreation.

Continue to maintain recreational access points and amenities in accordance with the Management Plan. Continue to provide public use maps for distribution to the public at all access points.

In cooperation with the District initiate volunteer recruitment.

Mid-term -- Maintain established public access: roads, walk through gates, and parking areas..

Continue to maintain existing multi-use trail system and assure it is appropriately and clearly marked using public feedback from users and volunteers.

Continue to publish public use map through update of recreation guide to formally advertise the Reserve is open for public recreation.

In cooperation with the District host structured volunteer events bi-annually and provide independent volunteer opportunities.

In cooperation with the District, coordinate with local schools to host environmental education opportunities.

Continue monitoring program for recreational use areas and trails. Continue monitoring the proper usage of designated trails, number of users, effectiveness and success of public access points to accommodate users.

Continue to evaluate the secondary impacts that result from public use of the Property to determine when those impacts are excessive and evaluate the alternatives to reduce or mitigate those impacts.

Long-term -- Continue to monitor recreational access points, trails, and amenities to assure they are in accordance with District policy.

Continue to evaluate recreational opportunities to see if demand is being met; develop additional access points and amenities if deemed necessary within the zones previously defined compatible.

Coordinate with the District and the Department of Environmental Protection's Office of Greenways and Trails and evaluate possible trail connections to the Reserve from other nearby parks and preservation lands.

Using results of mid-term monitoring program determine level of secondary impacts that result from public use of the Reserve and evaluate the alternatives to reduce or mitigate those impacts.

In cooperation with the District initiate volunteer recruitment for tours, maintenance and support.

Land Maintenance

Short-term -- Install and replace culverts, ditch blocks and weirs at key areas to repair/maintain hydraulic connectivity, maintain established natural hydro-periods and stabilize using rip-rap, and other native vegetation as needed.

Inventory and map all roads and vehicular trails present onsite.

Continue to monitor and maintain primary routes needed for year-round access.--

Continue to monitor and maintain annual (perimeter) fire lines hard lines and individual burn unit fire lines utilizing natural breaks and existing disturbances where feasible.

Mid-term -- From the short term inventory and map, road and trail networks will be evaluated and a road and trail network improvement plan will be developed as needed.

Fire lines will be evaluated and an improvement plan will be developed as needed.

Complete inventory and remove as appropriate all interior fencing from the property, except fencing related to the operation and maintenance of the public water supply features or related to the management of cattle. This will allow unimpeded movement of wildlife, to prevent injury to wildlife, to reduce development of weedy hedgerows and to minimize establishment of nuisance and exotic vegetation.

Long-term --Implementation of major road and fire line improvements as needed.

Fire Management

Short-term -- Continue established burn units, burn plans and prescribed burning efforts found on property.

All habitats exhibiting a heavy fuel-load will be targeted for fuel reduction through winter hazard-reduction burning or mechanical fuel reduction under extreme cases.

In cooperation with the District press releases and outreach will be initiated to educate neighbors of the critical role fire plays in Florida's ecosystems and how it will be utilized in the management of the Reserve.

Mid-term -- All burn units in natural pyric communities will have undergone at least one burn cycle. Continue established burn units, burn plans and prescribed burning efforts found on property.

At least 60% of the prescribed burning taking place within natural pyric communities will be conducted during the growing-season on an interval consistent with historic regimes.

All priority wild land urban interface burn units in natural communities will have undergone a fuel reduction burn on an as needed basis.

Fire lines will be evaluated and an improvement plan will be developed as needed.

Long-term --Staff to conduct an assessment of the on-going prescribed burn program in an effort to identify areas that have not been burned frequently enough or were missed during the burning rotational cycle that could be improved upon i.e. areas being issued, burned in inappropriate season or regime, not enough variability, etc.

Transition the Reserve to a predominately ecological maintenance burning regime

Exotic Species Control

Short-term -- Invasive exotic plant species infestations will continue to be identified, mapped, and prioritized for treatment, with initial control efforts focusing on the most noxious species with the greatest potential of spreading.

Feral hog infestations will continue to be monitored with active trapping efforts being utilized year round as necessary to sustain populations at a maintenance level.

Mid-term -- All FLEPPC category I and II invasive-exotic floral species identified as posing a threat to natural systems on the Reserve will continue to be contained and considered under operations and maintenance.

Staff will stay abreast to potential new exotic animal introductions and take action as needed.

Long-term -- Staff will coordinate with District Aquatics personnel to conduct an assessment of the exotics program on the Reserve.

Natural Systems Restoration

Short-term --Assess potential erosion areas, based on soils and gradients, and if deemed necessary, develop erosion control plan, and repair existing problem areas as needed.

Finalize the Pasture B Restoration Conceptual Plan and begin implementation of the initial phases of restoration activities.

Mid-term --Complete the final phases of the Pasture B Restoration Plan.

In cooperation with the District, develop a site restoration plan that will concentrate on the remaining altered natural systems not being restored or enhanced as part of the Authority's Reservoir #2 construction.

Mechanical vegetation enhancements and/or restoration will be pursued as needed in habitats that prescribed fire was unable to achieve desired results.

Long-term -- Areas identified within the site restoration plan as being priority sites will undergo the steps necessary to carry out this restoration effort; non priority disturbed sites will be managed until funds are available for restoration activities.

Identify and evaluate the Reserve to determine if there is a need and opportunity to actively place wildlife species on the Reserve that were historically present or would thrive in one of the altered communities.

Resource Utilization

Short-term -- In cooperation with the District, receive assignment of all rights and responsibilities of the Cattle Grazing/Haying Lease Agreement. Utilize the cattle lease revenues for reimbursement for actual and budgeted expenses incurred or to be incurred in the management, operation, and security of the Reserve property in accordance to the Management and Operations Agreement Between the District and the Authority.

Mid-term -- In conjunction with the site restoration plan, a resource utilization plan will be developed identifying renewable resources compatible on the Reserve that could be employed to offset management costs.

In cooperation with the District, an evaluation will take place of the feasibility of allowing limited hunting opportunities on this property.

Long-term -- Resource utilization plan will be carried out as prescribed in the identified areas; lessees or other appropriate revenue generation sources will be sought.

In cooperation with the District, implement a hunting plan through the FWC if deemed suitable on this property

Resource Monitoring

Short-term -- In cooperation with the District, permanent photo-monitoring stations will be placed on representative habitats following District guidelines for photo-plots.

In cooperation with the District, contract with the Florida Natural Areas Inventory (FNAI), to conduct a comprehensive natural communities mapping effort.

Mitigation areas associated with reservoir construction will likely meet success criteria resulting in monitoring requirements of these areas to be released by the Department of Environmental Protection. Upon the assumption of the management of these areas by the Authority, annual monitoring requirements will be conducted to assure management activities are not negatively affecting mitigation areas.

Mid-term -- In cooperation with the District, a monitoring effort will take place focusing on potential impacts to water resources, flora, and fauna associated with increased public use, prescribed fire regimes, and exotics species presence and control.

Long-term -- In cooperation with the District, an assessment will be undertaken employing the latest technology to identify deficiencies in the Reserve's monitoring program.

Key External Factors

There are several key factors external to the Authority's management efforts for the property and beyond Authority's control that could significantly affect the achievement of long-term goals described in this plan.

Challenges to Achieving Goals

Below is a summary of external factors that may affect or influence future management of the Reserve.

- Natural disasters such as hurricanes, floods, climate change, and disease that potentially cause unrecoverable resource losses in the Reserve and affect the long-term balance and viability of populations and functionality.
- Exponential proliferation of existing exotic flora and fauna or introduction of new invasive species.
- Development adjacent to or in proximity to the Reserve may degrade resources and ecosystem processes within the Reserve.
- Legal impediments to fire management, such as increasing air quality standards, and exotic plant and animal treatments, such as herbicide restrictions and public resistance.
- Competing priorities and funding shortages that divert funds away from land management.
- Security issues relating to water supply security could alter public access and allowable activities.
- Road and utilities expansions and widening have the potential to impact managed property.
- Inadequate management practices of adjacent landowners engaged in timber harvesting, mining, cattle grazing, water withdrawal or water pollution may adversely affect the Reserve resources.
- Public recreation requests that are not compatible with resources on site.
- Multiple jurisdictional issues that affect protection of the Reserve's resources and enforcement of unauthorized activities.
- Increased demand and market values for natural resources that are present in the Reserve, such as saw palmetto berry, pine heartwood and timber.
- Lack of partners that share stated management priorities and goals for the Reserve.

Local Government, Stakeholders and Coordination Entities

Coordination between the Authority, the District, local governments, neighboring residents and the public will demonstrate the benefits that can be achieved by securing a public water supply

for the future growth of the area, while maintaining the remaining natural ecosystems for compatible multiple uses consistent with District Policies and Procedures.

Future Uses

Consistent with the District's original acquisition intent to secure land necessary to accommodate the expansion and protection of the adjacent public water supply facilities, the Authority's main objective associated with the Reserve land is to evaluate potential water resource development attributes of the property in efforts of meeting the future public water supply demands of the regional area.

The Authority's 2009 Source Water Feasibility Study outlines the potential utilization of the Reserve land for brackish ground water development. The Authority Board awarded a contract to CH2M Hill on December 16, 2010 for the Preliminary Investigation of Brackish Groundwater Development. The first three tasks of this project are scheduled to be completed in the current year (2011) with the remaining tasks to be completed in Fiscal 2012.

Additionally, during the analysis of the site placement of Reservoir #2, due diligence was conducted regarding the potential requirement of an additional future water supply reservoir to be constructed within the boundaries of the Reserve land. Engineering consideration of the raw water piping infrastructure and the determination to construct a raw water pipeline TEE near Reservoir #2 was implemented to readily accommodate such an additional reservoir.

Upon determination of potential future brackish ground water development opportunities and consideration of future raw water storage requirements at this site are possible, the management goals, objectives, and zoning maps would need to be reevaluated and modified accordingly.

Appendix 1

Land Use Matrix – Resource –Dependant Recreation Activities and General Land Uses

The matrix below illustrates the master listing of the Resource-Dependant Recreation activities, types of Renewable Resource Utilization, and other Special Uses that were given consideration of acceptable uses within the various Land Use Management Zones of the RV Griffin Reserve.

USE CATAGORIES		Management Zones					
		Preservation Zone	Special Protection Zone	Resource Management	Recreation Zone	Special Use Zone	Transportation Zones
Resource- Dependant Recreation	Mobility - impaired						
	Access - Walkthrough						
	Access - 5 vehldes						
	Access - >5 vehicles						
	Access Equestrian						
	Bicycling – Unimproved dirt trail						
	Bicycling - Mountain						
	Birdwatching						
	Camping - Backpacking						
	Camping - Group						
	Camping Equestrian						
	Equestrian						
	Fishing - Shoreline						
	Fishing - Dock						
	Fishing - Fly						
	Hiking						
	Geocaching						
	Hunting – FWC-WMA						
	Hunting - Special						
	Interpretive Areas or Trails						
	Model Airplane Flyers						
	Nature viewing						
	Nature Photography						
Paved Trail Uses							
Swimming							
Scuba Diving							
Trail Running							
Renewable Resource Utilization	Timber						
	Cattle						
	Other						
Special Uses	Permanent Structure						
	User-Based Recreation						

Appendix 2

Land Use and Management Programs

1. **Resource Protection and Security** – Secure property with gates and fencing; install informational & boundary signage; conduct patrol and enforcement as necessary; protect cultural and natural resources.
2. **Public Use** – Develop entrance and access points, install recreational signage, amenities and infrastructure; issue recreation permits; establish volunteer groups and environmental education; develop land use agreements, coordinate public outreach & education; coordination with other stakeholders and entities to ensure adequate protection of resources and maximum public benefit; and implementation of recreational monitoring program.
3. **Land Maintenance** – Maintain and install fire lines, structures, and capital improvements; remove unneeded infrastructure and roads as required.
4. **Fire Management** – Conduct prescribed burning for varied silviculture purposes, wildfire suppression and control, and fuel reduction activities.
5. **Exotic Species Control** – Inventory, monitor and develop strategies for removal or control of exotic plants and animals.
6. **Natural Systems Restoration** – Identify, assess and successfully restore altered uplands and wetlands via capital or management projects to optimize natural ecosystem services; restore native wildlife populations.
7. **Resource Utilization** – Identify, assess and implement existing and potential resource utilization opportunities, including timber, cattle, game species and native seed production.
8. **Resource Monitoring** – Establish baseline conditions and monitor the effects of various land management practices and land uses on the natural resources via natural communities mapping and assessments; species surveys, restoration and mitigation program monitoring directed research projects; scientific review and data analysis, photo-monitoring, and monitoring of conservation easements.

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**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
June 1, 2016**

**CONSENT AGENDA
ITEM 7**

**Approve 'Consent for Use of Easement Area' with Sarasota County
For Pedestrian and Equestrian Trail Crossing Authority Pipeline Easement**

Recommended Action -

Motion to approve 'Consent for Use of Easement Area' with Sarasota County for Pedestrian and Equestrian Trail Crossing Authority Pipeline Easement.

Sarasota County intends to construct a 10-foot wide pedestrian and equestrian trail that will connect the Myakkahatchee Creek Environmental Park with properties owned by the County and SWFWMD. The trail will cross a 360-foot wide multi-purpose easement granted to the Authority in May 2000 by Mabry Carlton and Sons, Inc. The underlying fee ownership was subsequently acquired, and is currently owned by Sarasota County and the Southwest Florida Water Management District. The attached Agreement authorizes this pedestrian and equestrian trail crossing of the Authority easement at no cost to the County while protecting the Authority's rights to utilize its easement. Staff recommends approval.

Budget Action – No action needed.

Peace River Manasota Regional Water Supply Authority Regional Vision for 2035



CONSENT FOR USE OF EASEMENT AREA

This Consent For Use Of Easement Area ("Consent") is made by PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY, an independent special district created and existing pursuant to Section 373.1962, Florida Statutes, now found in Section 373.713, Florida Statutes, and Section 163.01, Florida Statutes, whose address is 9415 Town Center Parkway, Lakewood Ranch, FL 34202 ("PRMRWSA") in favor of SARASOTA COUNTY, a political subdivision of the State of Florida, whose address is 1660 Ringling Blvd., Sarasota, FL 34236 ("County").

WITNESSETH:

WHEREAS, Mabry Carlton Ranch, Inc., f/k/a Mabry Carlton & Sons, Inc. ("Grantor"), a Florida corporation, granted a permanent non-exclusive easement that is approximately three hundred sixty (360) feet in width to PRMRWSA dated May 3, 2000 and recorded in the Public Records of Sarasota County as Official Instrument No. 2000059005 ("Easement") for the purpose of the transmission of water and for potential future water resource and/or utility facilities ("PRMRWSA Facilities"); and

WHEREAS, the County and Southwest Florida Water Management District now own the real property encumbered by the Easement in fee simple and are the successors in interest to the Grantor of the Easement; and

WHEREAS, the County desires to construct and maintain certain improvements in a portion of the Easement (the "Consent Area"), as more particularly described on Exhibit "A", attached hereto and made a part hereof, to accommodate a pedestrian and equestrian footbridge over the R36 Drainage canal that will connect Myakkahatchee Creek Environmental Park over the Easement and a 10 foot wide recreational trail running northerly from the bridge to the existing FP&L utility road as more specifically described in Exhibit "B" attached hereto and made a part hereof ("Improvements"); and

WHEREAS, the County will have the Improvements constructed in accordance with trail plans prepared by Charlotte Engineering and Surveying, Inc. with the latest revision date of 4/20/16 and bridge plans prepared by American Consulting Professionals, LLC dated 12/31/15 and available at the offices of County in the Real Estate Services department and incorporated herein by reference ("Plans"); and

WHEREAS, Section 3 of the Easement provides that consistent uses, such as the placement of paved or unpaved areas that intersect the Easement in a perpendicular fashion, are allowed as long as the integrity of the PRMRWSA Facilities or other future uses are preserved, and that inconsistent uses include structures, buildings, digging or any forms of excavation; and

WHEREAS, the County has requested written consent from the PRMRWSA to use the Consent Area and the PRMRWSA is willing to grant such consent upon the terms and conditions hereinafter set forth; and

WHEREAS, PRMRWSA acknowledges that the County's use of the Easement outside of the Consent Area for equestrian and pedestrian passage and recreation is consistent with the terms of the Easement and requires no specific consent from PRMRWSA as long as the equestrian and pedestrian passage and recreation do not impact the integrity of the PRMRWSA Facilities and other future uses by the PRMRWSA; and

WHEREAS, PRMRWSA hereby covenants and agrees that the grant of such consent shall give the County and any contractor(s) or other governmental entities designated by the County permission to construct and maintain the Improvements within the Consent Area and to allow pedestrian and equestrian use of the Improvements within the Consent Area.

NOW, THEREFORE, in consideration of the foregoing premises, the parties agree as follows:

1. Recitals. The above recitals are true and correct and are incorporated herein.
2. Consent. PRMRWSA hereby grants consent, as hereinafter provided, for the County to construct and maintain the Improvements lying within the Consent Area and to allow pedestrian and equestrian use of the Improvements within the Consent Area, while not interfering with the PRMRWSA's use of the Easement. The consent granted is limited exclusively to the Improvements within the Consent Area and the allowance of pedestrian and equestrian use of the Improvements within the Consent Area. The County shall at all times ensure that the Improvements and authorized activities within the Consent Area do not interfere with or impede the operation and maintenance of the PRMRWSA Facilities, as conducted in the past, present or future, in any manner whatsoever.
3. Consent Area. The consent granted herein shall be for the Improvements located in the Consent Area. Notwithstanding, the Improvements shall be constructed within the Consent Area in a manner to ensure that there is a minimum ten (10) feet between the western boundary of the Consent Area and the western boundary of the recreational trail.
4. Protection of Property. Should the PRMRWSA need to remove any of the Improvements within the Consent Area in order to construct, maintain, operate, repair, remove, replace or resize the PRMRWSA Facilities, the PRMRWSA shall repair, restore or replace in-kind, to equivalent or better condition such Improvements damaged by the PRMRWSA's activities. The PRMRWSA is authorized to limit, deny or prohibit pedestrian or equestrian use of the Consent Area when PRMRWSA deems necessary in order to perform such activities.

5. Emergency Repair and/or Maintenance. In the event of an emergency in connection with the Improvements, the County has the right to take whatever immediate actions are deemed necessary to resolve such emergency. Notwithstanding, the County is not authorized to use, cut, mutilate, damage or permit any activity that would impact the PRMRWSA Facilities.

6. Additional Improvements. Except as to the Improvements, the County shall not construct, plant or create additional improvements of any kind within the Consent Area without the prior express written consent of the PRMRWSA, unless otherwise allowed by the terms of the Easement.

7. Construction. Installation, construction, maintenance, repair and replacement of Improvements shall be the sole responsibility, and performed at the sole cost of the County. The County agrees that the Improvements constructed or installed in the Consent Area shall be constructed in accordance with the Plans and Exhibit B. The County shall take all reasonable steps to protect the PRMRWSA Facilities at all times during the performance of any work associated with the Improvements including providing for a five (5) buffer between all such activities and the PRMRWSA's concrete valve vault and manhole marker.

8. Indemnification. The County hereby assumes all risks for damages, injuries or loss to either property or persons, caused by, or arising out of, or resulting from, or in any way associated with the installation, construction, use, maintenance, repair or replacement of the Improvements and the use of the Consent Area by pedestrians and equestrians. The County agrees to indemnify and hold harmless PRMRWSA for any claim or loss that results from any act or omission of the County or its agents, representatives, employees, licensees or invitees in their construction, use, maintenance, repair, replacement or upgrade of the Improvements or as a result of the Improvement. Such indemnification shall be limited to dollar amounts equivalent to those set forth in Section 768.28, Florida Statutes.

9. Termination. If the County is in violation of any terms or conditions set forth in this Consent, PRMRWSA may terminate its consent upon thirty (30) days' notice to the County; provided however, they any such termination shall not become effective if, within thirty (30) days from the receipt of such notice of termination, the County cures such violation.

10. Entire Agreement. The making, execution, and delivery of this Consent by PRMRWSA has not been induced by any representation, statements, warranties, or agreements other than those herein expressed. This Consent embodies the entire understanding of the parties and there are no further or other agreements or understandings, written or oral, in effect between the County and PRMRWSA relating to the subject matter hereof.

11. No Partnership or Joint Venture. The parties hereby covenant and agree nothing herein shall be considered to be or deemed to be in any way constituting a partnership or joint venture between the PRMRWSA and the County.

12. Severability. In the event that one or more provisions hereof shall be determined to be unenforceable, then this Consent shall remain in full force and effect and shall be construed as if such provisions were not contained herein.

13. Captions. The captions and headings of this Consent are for convenience only and are not to be used to interpret or define the provisions hereof.

14. Governing Law and Venue. This Consent shall be governed by the laws of the State of Florida and any legal proceedings as to its interpretation or enforcement shall be brought and maintained in Sarasota County, Florida.

15. Attorneys Fees. Entitlement to attorney fees shall be as provided for in Section 8 of the Easement.

16. Notices. All notices, demands, requests, and other communications hereunder shall be deemed sufficient and properly given, if in writing and delivered in person to the following addresses, or via facsimile, or sent by certified or registered mail, postage prepaid with return receipt requested, at such addresses; provided, if such notices, demands, requests or other communications are sent by mail, they shall be deemed as given on the third day following such mailing which is not a Saturday, Sunday, or a day on which United States mail is not delivered: the PRMRWSA's Executive Director's Office, 9415 Town Center Parkway, Lakewood Ranch, Florida 34202; and Sarasota County Administrator, 1660 Ringling Blvd., Sarasota, Florida 34236. Any party may, by like notice, designate any further or different address to which subsequent notices shall be sent. Any notices hereunder signed on behalf of the notifying party by a duly authorized attorney at law shall be valid and effective to the same extent as if signed on behalf of such party by a duly authorized officer or employee.

17. Recordation of Consent and Effective Date. Upon execution of this Consent by the PRMRWSA, the County shall have it recorded in the Public Records of Sarasota County. This Consent shall take effect upon the filing of fully executed copies with the Clerks of the Circuit Court of Sarasota County ("Effective Date").

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Draft May 10, 2016

IN WITNESS WHEREOF PRMRWSA has caused this Consent to be executed on the date written below.

"PRMRWSA"

PEACE RIVER MANASOTA REGIONAL
WATER SUPPLY AUTHORITY

Signed and Sealed in the

Presence of these Witnesses:

Witness

Print Name: _____

BY: _____

Print Name: _____

As Its: _____

Witness

Print Name: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2016,
by _____ as

_____ of PEACE RIVER MANASOTA REGIONAL
WATER SUPPLY AUTHORITY, a governmental agency of the State of Florida, on behalf of
said agency, who is ___ personally known to me or who has produced _____ as
identification.

Notary Public

(SEAL)

Draft May 10, 2016

BOARD OF COUNTY COMMISSIONERS,
OF SARASOTA COUNTY, FLORIDA

By: _____

CHAIRMAN

Date: _____

ATTEST:

KAREN E. RUSHING, Clerk of the Circuit Court

And Ex-Officio Clerk of the Board

of County Commissioners

BY: _____

DEPUTY CLERK

Approved as to form and correctness:

County Attorney

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
June 1, 2016

CONSENT AGENDA
ITEM 8

**Approve Work Order 16-01 with Hazen and Sawyer
for Peace River Facility SCADA Master Plan**

Recommended Action -

Motion to approve and authorize the Executive Director to execute Work Order 16-01 with Hazen and Sawyer in the amount not to exceed \$168,770 for Peace River Facility SCADA Master Plan.

The SCADA system at the Peace River Facility enables remote monitoring and control of multiple treatment processes, pumping, storage and delivery functions at Authority facilities, saving manpower and improving efficiency. The current SCADA system and associated PLC network has been installed incrementally over many years and includes hardware components that are obsolete or no longer supported by the manufacturer, and two different generations of the SCADA software. An evaluation and long-term plan of the SCADA system is needed to support Authority operations now and in the foreseeable future.

Work Order 16-01 is for development of a SCADA master plan to efficiently implement improvements to the Authority's SCADA system providing a long-term, reliable, sustainable system, and eliminate obsolete components and systems. The outcome of this master plan will provide the Authority direction for improvements and implementation over the foreseeable future including an estimated cash flow and associated schedule, justification for making these capital improvements, and the recommended products, suppliers, and integrators to furnish and install the recommended improvements. Cost for the Work Order is \$168,770 which includes a \$15,000 owners allowance in the event out-of-scope work is needed.

The consultant, Hazen and Sawyer (Hazen), has extensive experience with the design and implementation of integrated instrumentation, process control, telemetry, and information systems for water and wastewater treatment plants. Their experience includes performance evaluations and master plans for similar facilities across Florida.

Work Order 16-01 will be done under Hazen and Sawyers continuing services contract with the Authority for professional engineering services. Staff recommends approval of this work effort for the SCADA Master Plan.

Budget Action – No action needed. Budgeted in R&R.

Peace River Manasota Regional Water Supply Authority
Peace River Facility SCADA Master Plan
Scope of Services (Final) – May 12, 2016

Hazen and Sawyer (ENGINEER) has been selected as one of Peace River Manasota Regional Water Supply Authority's (PRMRWSA) general services consultants in accordance with the Agreement for General Professional Engineering Service dated December 2nd, 2015. Professional services performed under this agreement are to be performed in accordance with applicable conditions set forth in that Agreement. This scope of services outlines the specific tasks associated with this assignment.

The PRMRWSA is responsible for supplying potable water supply to PRMRWSA's member utilities and customers through water production and treatment at the PRMRWSA's Peace River Water Treatment Facility (PRWTF). An existing Supervisory Control and Data Acquisition (SCADA) system allows PRMRWSA staff to monitor and control the treatment processes at the PRWTF along with remote monitoring of two off-site pump stations and nine remote metering sites (connections to member utilities for billing purposes).

The PRWTF SCADA system consists of two main programmable logic controller (PLC) network systems that have been installed in phases over the past 20 years. Both PLC networks interface with the facility's human machine interface (HMI) system, which utilizes GE iFix software (formerly Intellution). The operators use the system to monitor and control the treatment processes and remote stations.

The initial system, referred to as Phase 1 for the first treatment unit, was installed in 1994 and utilizes a GE Fanuc 90-70 series PLC system as a central processor. The Phase I system was originally programmed to contain the system control logic and interface with several remote GE Fanuc 90-70 PLCs acting as dumb terminals (i.e., they do not contain control logic). This system was furnished and supplied through JH Ham Engineering. The main PLC is housed in control panel 60-CP-1.

The PRWTF was expanded in 2000, adding a second treatment unit referred to as Peace River Option (PRO). The PLC in control panel 60-CP-1 was expanded to include additional logic for the second treatment unit along with communications to additional remote PLCs via radio acting as dumb terminals. This system was furnished and supplied through Curry Controls.

The PRWTF was again expanded in 2009 adding third and fourth treatment units referred to as Regional Expansion Project (REP). In this project, the remote PLCs were programmed to contain specific programming logic to provide a more distributed control approach. The new PLCs were installed to communicate with the iFix HMI through the PLC in control panel 60-CP-1. This system was furnished and supplied through JH Ham Engineering.

The PRWTF original facility's treatment unit 1 was rebuilt and its capacity increased in 2016, referred to as the 1991 Rebuild Project (91RP). In this project, the second main PLC network was added. This main PLC is based on GE Fanuc RX3i PLC components. New remote PLCs associated with 91RP are all distributed controls with individual control logic contained within the remote PLCs. This system was furnished and supplied through Curry Controls. The 91RP main PLC was originally intended to replace the Phase 1 main PLC, but Curry Controls was unable to complete the intended scope of work. As a result, a GE Fanuc RX3i is installed in place of the original GE Fanuc 90-70 PLC in control panel 60-CP-2 and the original GE Fanuc 90-70 PLC remains operating and controlling a portion of the plant processes due to the work being incomplete. A portion of the Phase 1 through 3 PLCs communicate with both main PLCs to interface with the iFix HMI.

The remote PLCs in both systems consist of a combination of GE 90-70 PLCs, GE Genius PLCs, and GE RX3i PLCs, each on individual communication networks. In addition, there are two more PLCs that

communicate directly with the iFix HMI independent of the two main PLCs.

The PRMRWSA has requested that Hazen and Sawyer assess the existing SCADA system to develop an overall master plan on how to efficiently implement improvements to the system to provide a long term, reliable, sustainable system that is readily expandable, eliminating obsolete components and systems. The outcome of this master plan will provide PRMRWSA a plan for implementing these improvements over the foreseeable future including an estimated cash flow and associated schedule, justification for making these capital improvements, and the recommended products, suppliers, and integrators to furnish and install the recommended upgrades and improvements. Justification will be made based on sustaining an acceptable level of reliability requiring replacement and/or upgrades due to age, condition, and/or obsolete equipment or equipment no longer being supported; increasing efficiency of operation with updated equipment features and capabilities; and greater level of consistency in system components for redundancy and familiarity for operation and maintenance staff. Specific areas PRMRWSA is interested in pursuing, listed in order of priority as noted, include:

Highest Priority Items:

- Replace all functions of, and remove, the original GE 90-70 main PLC in 60-CP-1 as intended in the 91RP project. Logic within the GE 90-70 PLC that controls functions with equipment connected to remote PLCs acting as dumb terminals is to be moved into each of the remote PLCs for a fully distributed control network of PLCs.
- Evaluate the existing system fiber optic PLC network communications to identify and correct single point of failure risks.
- Provide an assessment of the existing iFix HMI, 10,000 tag system, for possible upgrades for future expansion and/or replacement.
- Provide logic within the PLCs to provide peer-to-peer heart beat verification for alerting operations staff of possible trouble within the system's control logic that impacts process efficiency and ability to maintain permit conditions.
- Provide an assessment of the existing PLC logic programming software used at the PRWTF to identify possible improvements in software to use in the future.

Second Highest Priority Items:

- Identify and replace PLC components in all four treatment units that consist of obsolete components no longer fully supported by the manufacturer. Include an assessment comparison of the GE Fanuc RX3i series components versus using GE Fanuc RX7i components.
- Convert the iFix HMI interface with the PLC network to a redundant server-based interface on the SCADA PLC network.
- Standardize the existing PLC logic within each PLC in the system to provide consistency in approach for basic ladder logic, control modules, network database point mapping, commenting, and other programming features.

Third Highest Priority Items:

- Place all PLCs in the system on the same backbone fiber optic network, including migrating components on the GE Genius platform. Migration of a portion of the GE Genius loop is currently under a PRMRWSA contract with JH Ham Engineering whose scope will be reviewed and commented on as part of this master planning effort.

- Identify and recommend which critical PLCs should be equipped with hot-swappable backup CPUs.
- Provide an assessment of the system report generation capabilities to identify improvements for a more user friendly approach with greater flexibility in making changes, particularly in regards to new FDEP electronic reporting requirements.
- Provide an assessment of the existing radio communications network with the eleven remote telemetry units (RTU) to identify future improvements in communication speed, ability to add new remote sites at greater distances, backup communications methods (such as third party fiber optic links), and ability to add control functions at remote sites.

For each of these phases, recommendations will be made to either replace or upgrade the existing system to account for future expansions.

A. SCOPE OF SERVICES

The Scope of Services for this Project includes the tasks below. Tasks 2 to 7 identify the specific requirements for each priority identified above.

Task 1 – Project Management, Kickoff, and Initial Data Collection and Review

ENGINEER will provide a list of preliminary data to be collected and provided by PRMRWSA for master plan effort for review. The ENGINEER will attend a kickoff meeting with PRMRWSA to review the scope of work, goals, and objectives of the master plan, establish the communications and progress reporting protocols, and review the project schedule and expected deliverables dates and format. Project management tasks will include preparation of monthly invoices and progress report.

Task 2 – Condition Assessment

ENGINEER will make up to 10 days of site visits with up to two staff to the PRWTF, along with one of the remote pump stations and one of the remote metering sites as selected by PRMRWSA. These site visits will review individual PLC components and logic programming throughout the facilities to identify and define scope of work items required to implement PRMRWSA's goals as stated herein. Individual process control strategies will not be assessed under this project. Specific components that will be assessed include:

- The two (2) main PLCs within control panel 60-CP-1
- The two (2) independent PLCs that communicate directly to the iFix HMI
- The ten (10) PLC slaves to the original GE Fanuc 90-70 main PLC (identify what logic in the main PLC needs to be migrated to each dumb PLC)
- The one (1) PLC drop at control panel 60-CP-2 from the original GE Fanuc 90-70 PLC along with the four (4) PLC slaves and five (5) sub-slave GE Genius PLCs on this network branch
- The one (1) Modbus RTU Master radio system at panel 60-CP-2
- The components at the one (1) selected remote booster pump station
- The components at the one (1) selected remote metering site
- The four (4) PLC slaves that currently communicate with both main PLCs in 60-CP-1 (identify what logic in the original GE Fanuc 90-70 main PLC that still needs to be migrated to each slave PLC), along with the six (6) PLC sub-slaves to one of these four PLC slaves.

- The twenty (20) PLCs that currently communicate with the new main GE Fanuc RX3i PLC (this would be mainly to identify standardization improvements for logic features and peer-to-peer tagname mapping techniques as these PLCs should already utilize distributed control)
- The two (2) PLC slaves and ten (10) PLC sub-slave GE Genius PLCs communicating with iFIX
- The iFix HMI server base station, database, historian, and report generation components

Site visits for condition assessments will be done in phases with each successive phase having a particular focus in addressing the three stated priorities previously noted. Site visits for addressing the separate priority items could be done on consecutive days or at separate times as directed by PRMRWSA.

Task 3- Evaluation of PLC Communications Network

As part of the site visits noted in Task 2 and as part of addressing Priority 1 items, the ENGINEER will perform an assessment and evaluation of the PRWTF PLC network communications links including components used, type of link used (fiber or metallic), route and size of conduit runs used, and verification of the existing network diagram accuracy. Verification of network diagram accuracy will be based on experience and knowledge of the plant staff, not physically verifying cable runs. This effort will be used to identify recommended improvements to address single point of failure risks.

Task 4 – Coordination with Existing and Potential Suppliers

In conjunction with Task 2 and largely a part of addressing Priority 1 items, the ENGINEER will interview staff at both Curry Controls and JH Ham Engineering familiar with recent PRWTF SCADA programming efforts to obtain background and insight from these individuals from an integrator's view point. These interviews are intended to identify difficulties in implementation strategies already known in order to best assess software and programming requirements needed to meet the goals of this master plan effort. The ENGINEER will also contact manufacturers and other integrators to gain insights as required. The ENGINEER will identify up to three (3) other qualified software suppliers/integrators that could be used to implement the recommended scope of work from this master plan.

Interviews with Curry Controls and JH Ham Engineering will address all applicable priority items at the same time. Information obtained concerning the highest priority items, along with identification of the three qualified integrators, will be presented at the first workshop for incorporation into an initial RFP package as described herein in Task 7. Information obtained concerning the second and third level priority items will be documented for later incorporation into the final master plan report.

Task 5 – Interviews with PRMRWSA Staff

In conjunction with each of the phases of site visits under Task 2, it is anticipated that limited PRMRWSA staff will accompany the ENGINEER. Some insight into desired improvements and preferences will be noted during these visits. To gain a more global understanding of PRMRWSA staff needs, the ENGINEER will conduct separate interviews with key management, water operations and SCADA system maintenance staff. These interviews will go over preliminary findings on component and programming assessments, available technology improvements, and preliminary recommendations for improvements to discuss desired features and preferences to meet the various needs for each of these areas of responsibility. Interviews will be conducted by coordination with PRMRWSA's project manager to schedule needed staff when best available.

Task 6 – Review of Findings Workshop

The ENGINEER will compile a list of recommended upgrades and/or revisions for system components and/or control logic with associated estimated costs, benefits of such improvements to justify the capital

expenditure (sustaining reliability, replacement due to age/condition/obsolescence, increasing efficiency, providing redundancy, standardization, avoidance and prevention of critical component failure, improving communications speeds, etc), and implementation time line for each item based on findings (Tasks 2 through 5). ENGINEER will then meet with PRMRWSA staff as a group to review these preliminary assessment findings for recommended improvements, estimated costs, expected benefits, proposed implementation schedule, and proposed suppliers. Three separate workshops are anticipated, one for each level of priority items as noted herein. These workshops will result in a confirmation of agreement on which improvements to pursue along with an associated implementation schedule that can be incorporated into PRMRWSA's budget constraints.

Task 7 – Prepare Request for Proposal Language for Highest Priority Items

Following the workshop held for the highest priority items, the ENGINEER will prepare technical language that covers the recommended improvements that address these specific items. This technical language will be in sufficient detail to allow PRMRWSA staff to develop a Request for Proposal (RFP) to send to the list of recommended integrators to solicit quotes for completing the work. Review of the developed RFP and services to answer questions during the quote phase are included in the scope of work. Observation services during implementation of the improvements covered under the RFP are not included in this scope of work.

Task 8 – Prepare Draft and Final Report of the SCADA Master Plan

ENGINEER will prepare a draft SCADA Master Plan report presenting the findings (written descriptions and schematics as needed), justifications, and recommendations for improvements, anticipated cash flow and implementation schedule, and the design criteria (including recommended suppliers) for these improvements based on the conclusions of Task 6, updated as applicable to status of the RFP work in Task 7 at the time of developing the draft report. ENGINEER will provide internal quality control of the draft and final reports prior to submission to PRMRWSA. After review by the PRMRWSA, the ENGINEER will meet with PRMRWSA staff to review the draft report to obtain final comments on the SCADA Master Plan. The ENGINEER will then prepare a final SCADA Master Plan report for submission to the PRMRWSA for implementation of the recommendations as determined by the PRMRWSA.

B. DELIVERABLES

ENGINEER will provide the following task deliverables to the PRMRWSA:

- Written summary, Power Point Presentation, and meeting notes for each of three Task 6 Workshops
- Technical language for incorporation into an RFP under Task 7
- Power Point Presentation and meeting notes for Task 8 review meeting with the PRMRWSA
- Draft Master Plan Report in electronic (PDF) format
- Final Master Plan Report in electronic (PDF) format and three bound hard copies

C. SCHEDULE

It is anticipated that the services for this assignment will be for a nine month period from the date of receipt of the Notice to Proceed given by PRMRWSA. ENGINEER's receipt of the PRMRWSA's Purchase Order will be deemed as the date of ENGINEER'S Notice to Proceed. Completion Schedule by Task is estimated to be as follows (all days are calendar days):

TASK DESCRIPTION	ESTIMATED SCHEDULE	CUMULATIVE DAYS FROM NTP
Task 1 – PM, Kickoff, Data Collection	Continuous through project	352
Priority 1 Items		
Task 2 – Condition Assessment	60 days from NTP	60
Task 3 – Evaluation PLC Network	60 days from NTP	60
Task 4 – Coordination with Potential Suppliers	60 days from NTP	60
Task 5 – Interview with PRMRWSA Staff	14 days after Initial Task 2	74
Task 6 – Review of Findings Workshop 1	Within 14 days after Task 5	88
Task 7 – Technical Language for RFP	21 days after Workshop 1	109
Priority 2 Items		
Task 2 – Condition Assessment	Within 45 days after Task 7	154
Task 5 – Interview with PRMRWSA Staff	14 days after 2 nd Task 2	168
Task 6 – Review of Findings Workshop 2	14 days after 2 nd Task 5	182
Priority 3 Items		
Task 2 – Condition Assessment	45 days after Workshop 2	227
Task 5 – Interview with PRMRWSA staff	14 days after 3 rd Task 2	241
Task 6 – Review of Findings Workshop 3	14 days after 3 rd Task 5	255
Draft and Final Report		
Task 8 – Prepare Draft Report of Master Plan	53 days after Priority 3 Task 6	308
Task 8 – Prepare Final Report of Master Plan	30 days after draft review *	352

* Assumes 2 weeks for PRMRWSA review of draft report review and meeting

D. COMPENSATION

Compensation for Tasks 1 through 8 will be a lump sum basis for a not-to-exceed fee of \$168,770 as provided for in Section 6 of the AGREEMENT. The fee includes a \$15,000 contingency for any additional services that may be requested and authorized by PRMRWSA. It should be noted task-level costs are estimates only and the ENGINEER reserves the right to transfer funds between tasks with PRMRWSA's approval. If additional work is required that exceeds the total amount specified in this assignment, an addendum will be provided and subject to approval by PRMRWSA prior to proceeding with the requested work. Progress payments will be due and payable monthly and will identify personnel, hours worked, hourly rate, and personnel classification. Breakdown by task is as follows:

TASK DESCRIPTION	BUDGET
Task 1 – PM, Kickoff, Data Collection	\$ 21,170
Priority 1 Items	\$ 51,110
Task 2 – Condition Assessment	\$ 15,500
Task 3 – Evaluation PLC Network	\$ 8,880
Task 4 – Coordination with Potential Suppliers	\$ 3,440
Task 5 – Interview with CITY Staff	\$ 3,000
Task 6 – Review of Findings Workshop 1	\$ 12,500
Task 7 – Technical Language for RFP	\$ 7,790
Priority 2 Items	\$ 19,170
Task 2 – Condition Assessment, Second Priority	\$ 5,940
Task 5 – Interview with CITY Staff	\$ 3,000
Task 6 – Review of Findings Workshop 2	\$ 10,230
Priority 3 Items	\$ 15,780
Task 2 – Condition Assessment, Third Priority	\$ 5,850
Task 5 – Interview with CITY Staff	\$ 3,000
Task 6 – Review of Findings Workshop 3	\$ 6,930
Draft and Final Report	\$ 46,540
Task 8 – Prepare Draft Report of Master Plan	\$ 32,210
Task 8 – Review Meeting for Master Plan	\$ 4,460
Task 8 – Prepare Final Report of Master Plan	\$ 9,870
Subtotal	\$153,770
Contingency	\$15,000
Project Total	\$168,770

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
June 01, 2016

REGULAR AGENDA
ITEM 1

Water Supply Conditions

Presenter - Richard Anderson, System Operations Manager

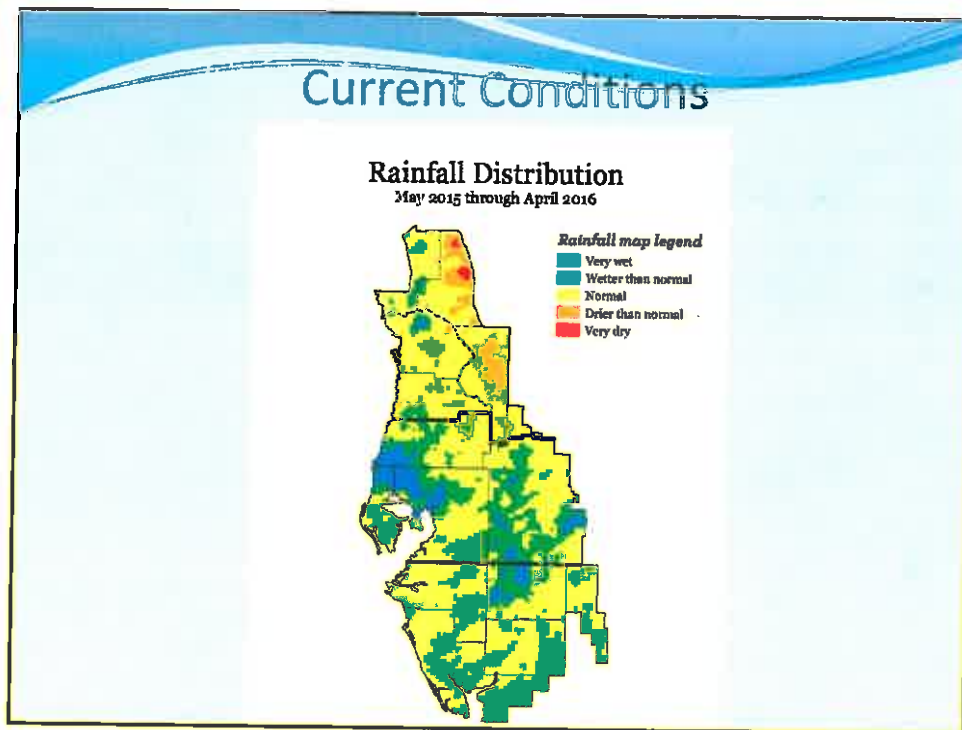
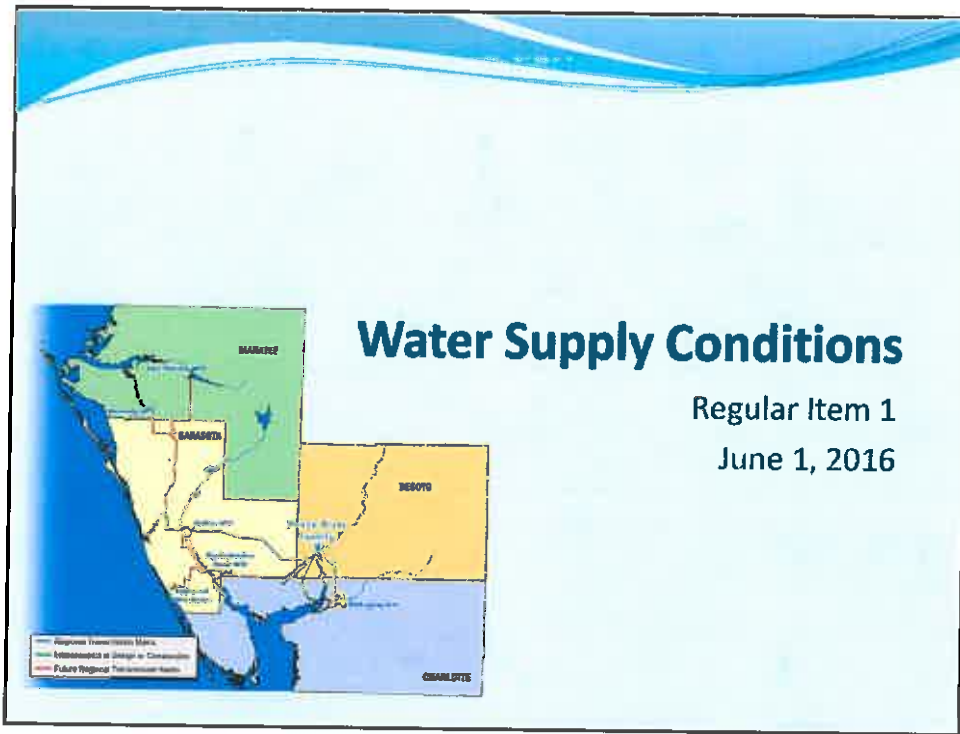
Recommended Action - **Status Report.** This item is presented for the Board's information and no action is required.

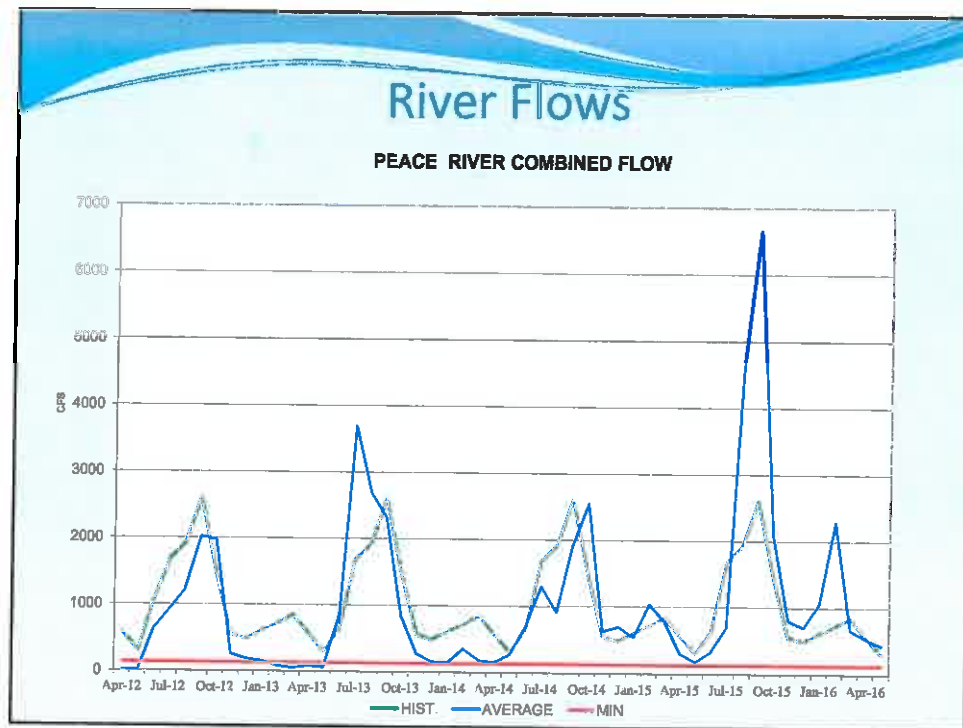
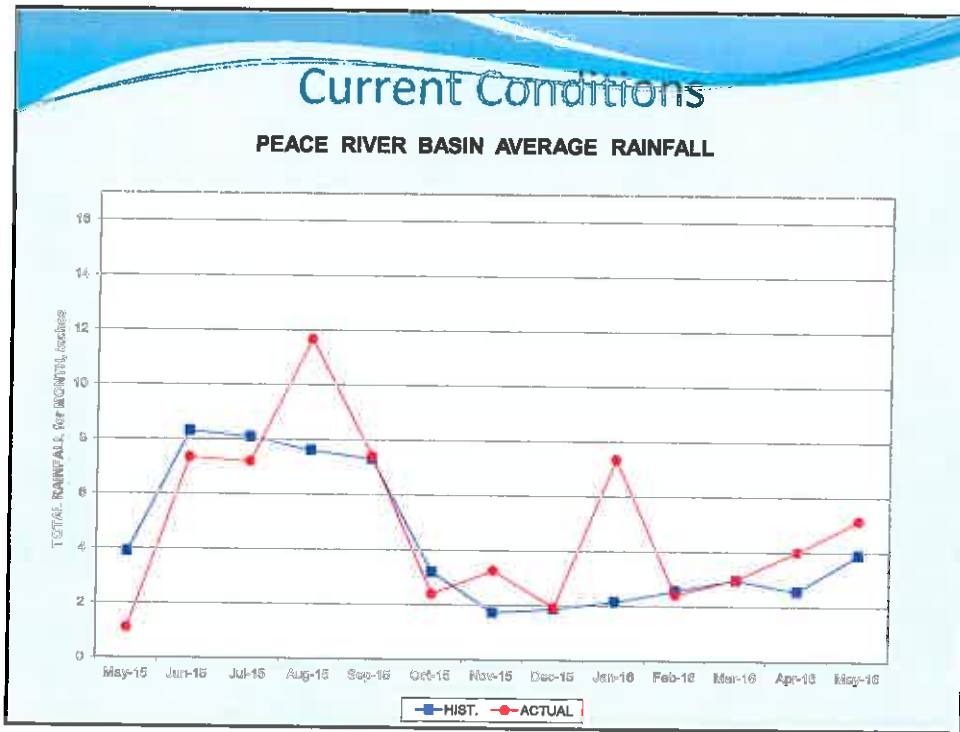
Water Supply Conditions at the Peace River Facility as of May 18, 2016.

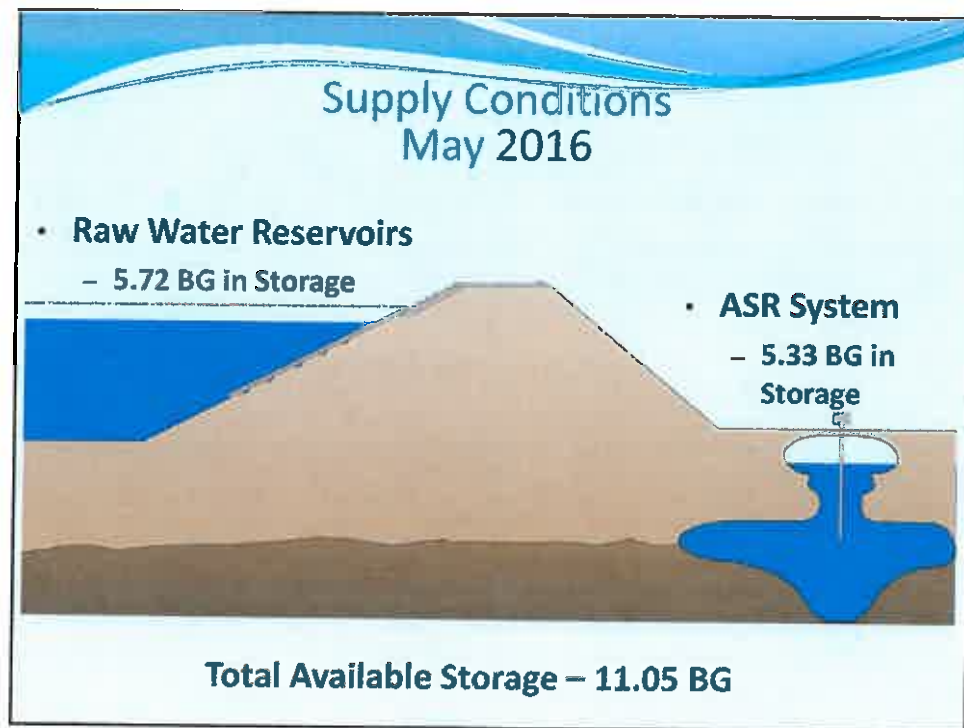
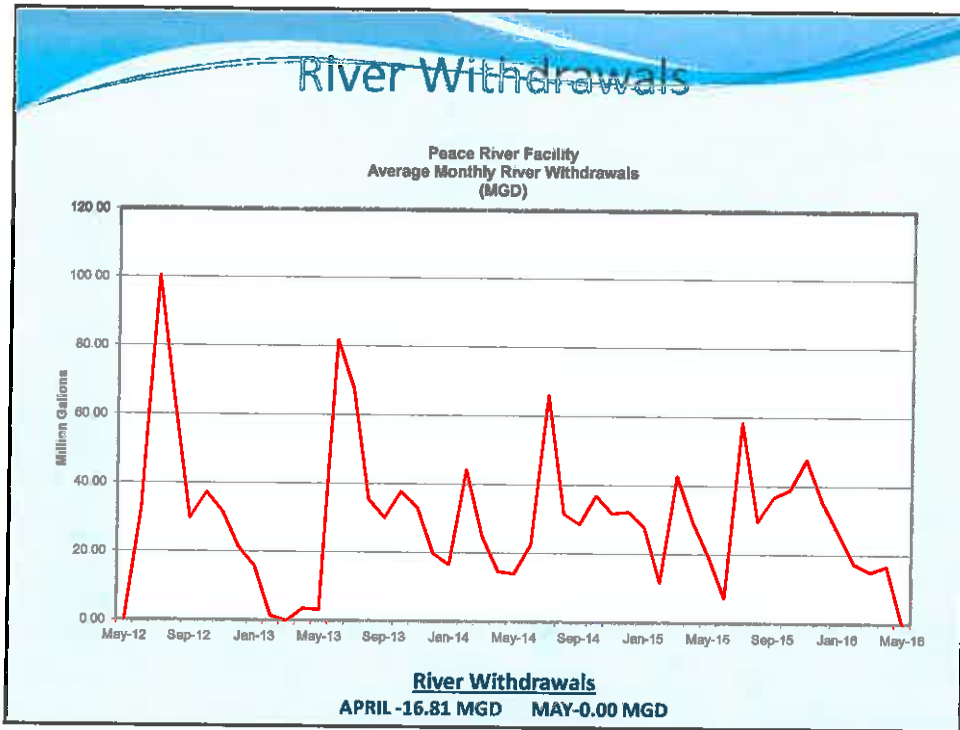
- Water Supply Quantity: Excellent
- Treated Water Quality: Excellent

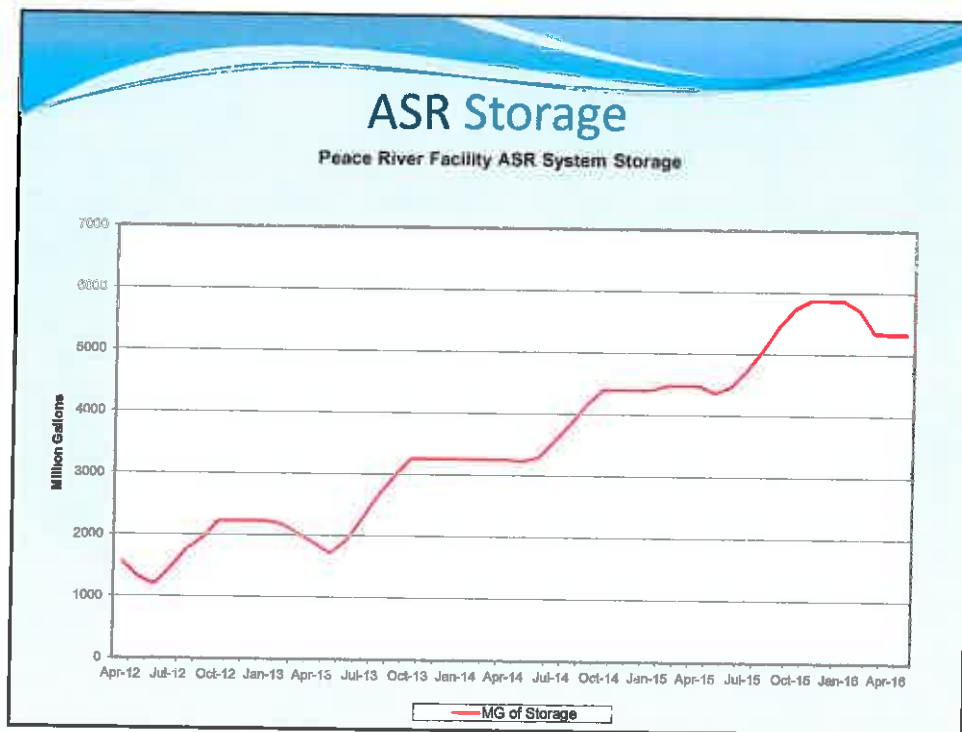
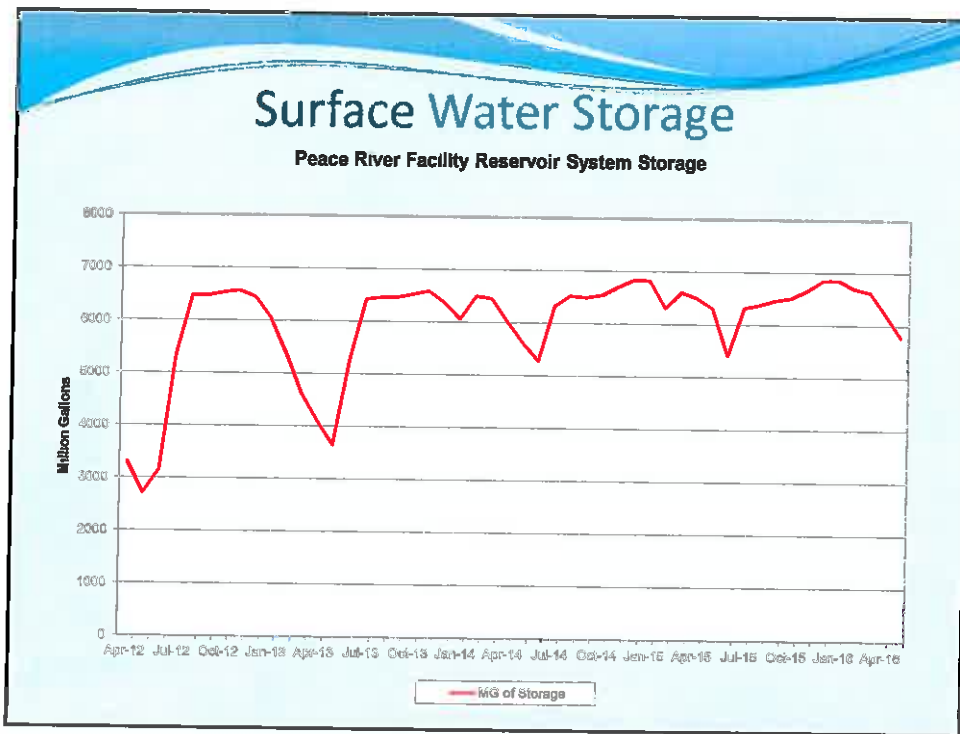
May Water Demand	27.25 MGD
May River Withdrawals	0.00 MGD
<u>Storage Volume:</u>	
Reservoirs	5.72 BG
ASR	<u>5.33 BG</u>
Total	11.05 BG

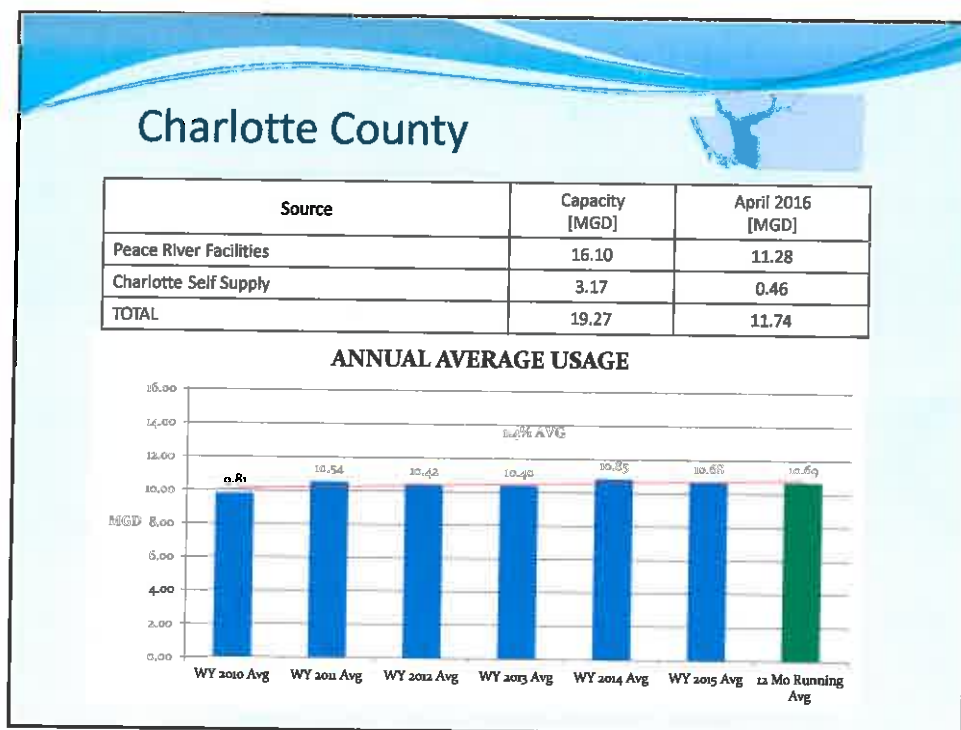
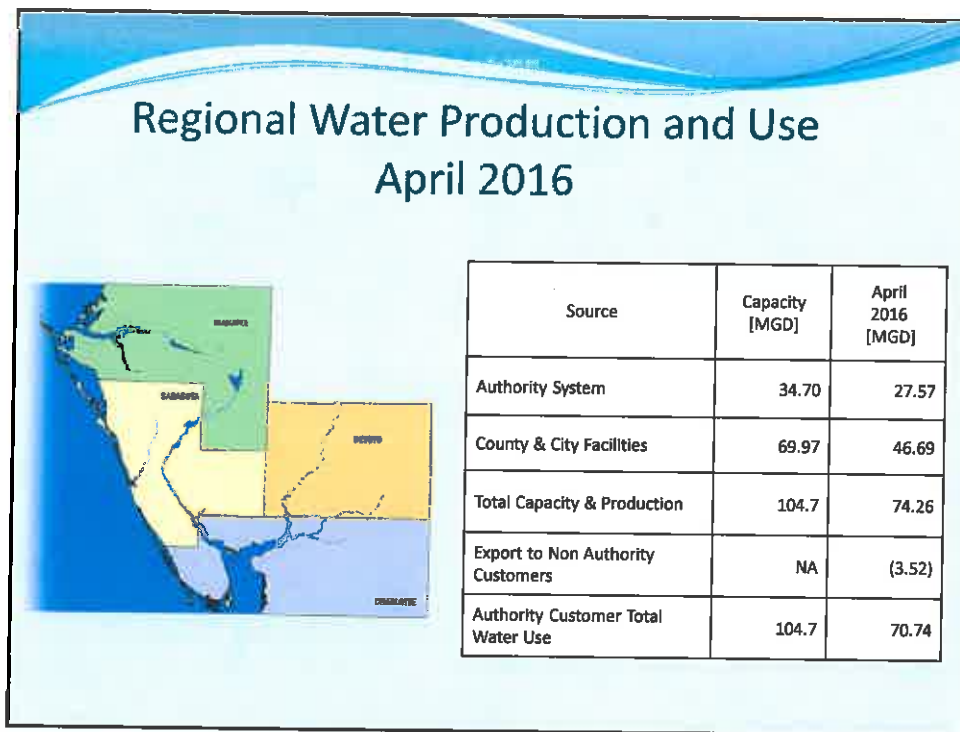
Budget Action – None

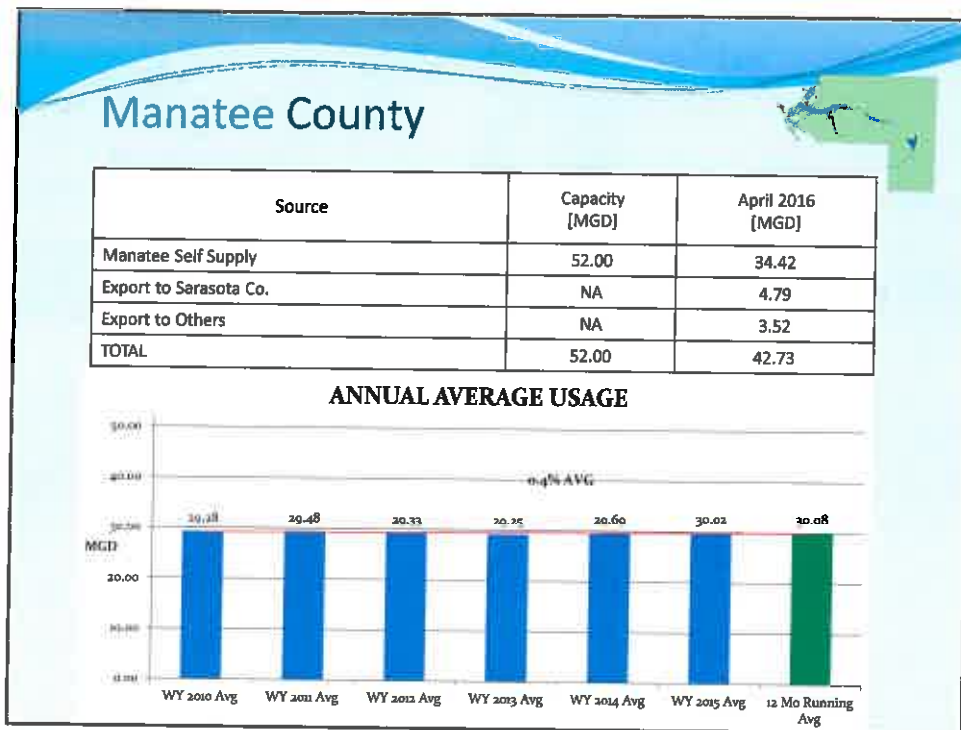
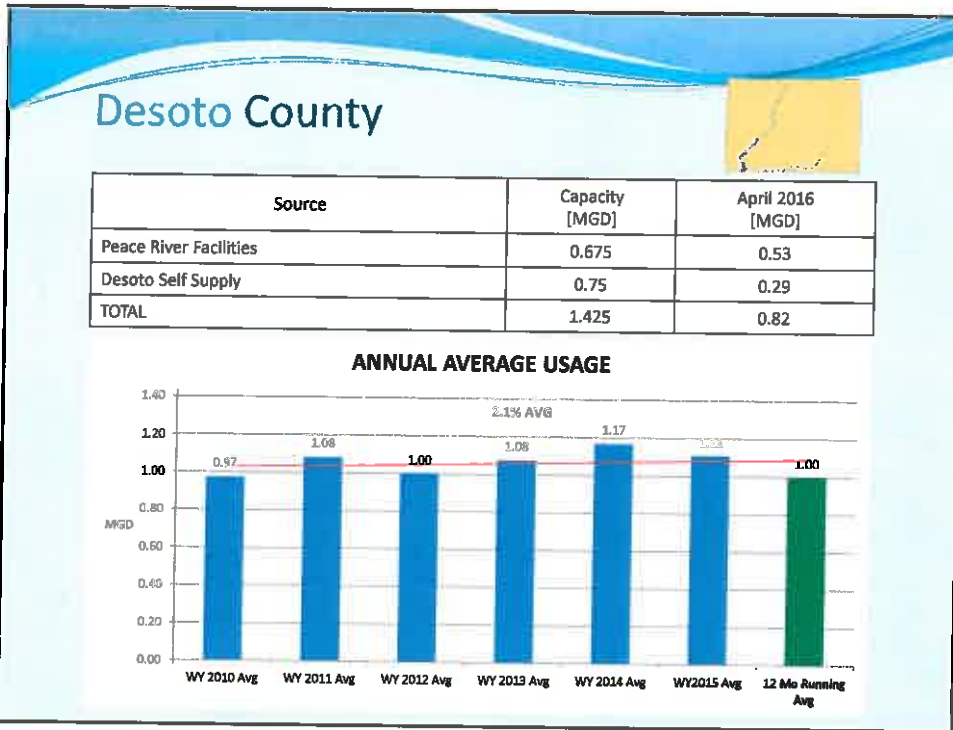








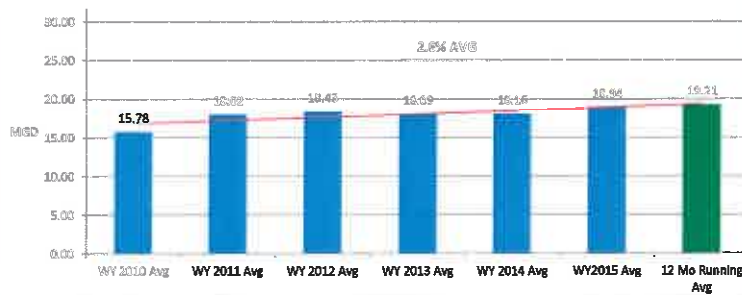




Sarasota County

Source	Capacity [MGD]	April 2016 [MGD]
Peace River Facilities	15.06	14.46
Import from Others	8.00	4.55
County Self Supply (Wellfields)	10.52	1.39
TOTAL	33.58	20.40

ANNUAL AVERAGE USAGE

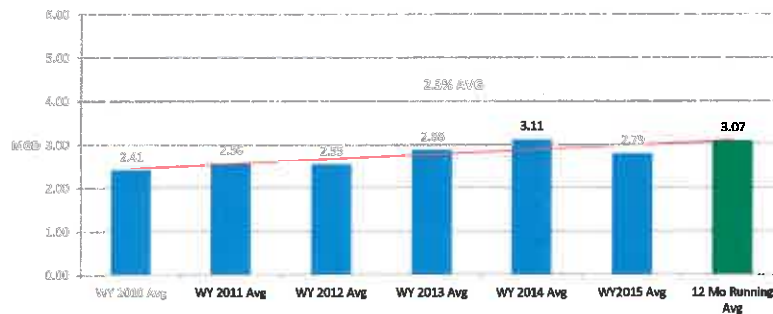


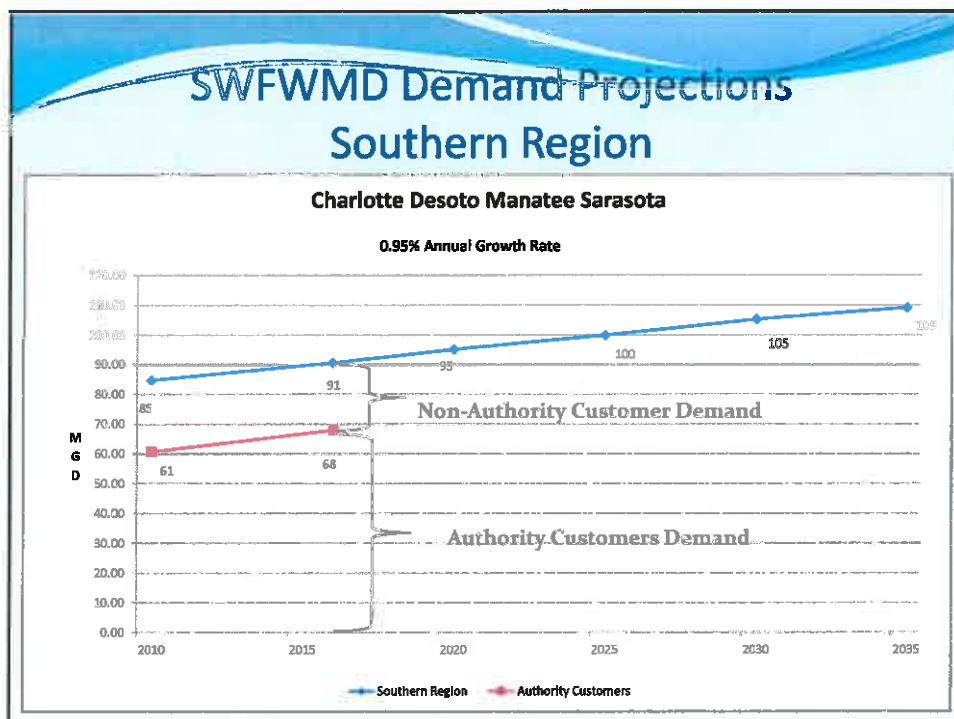
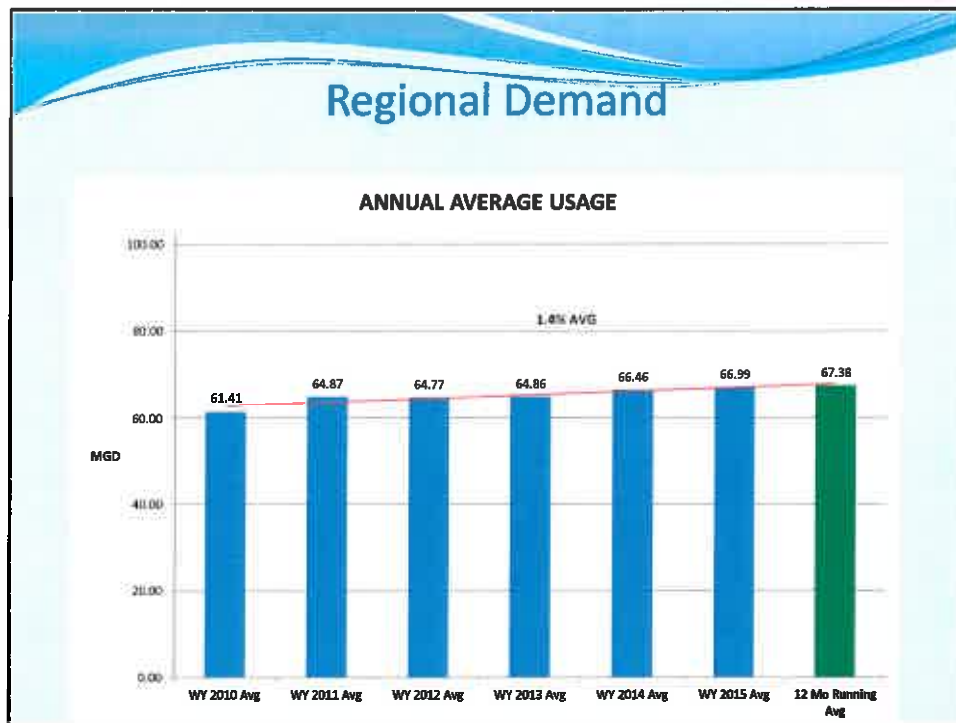
North Port

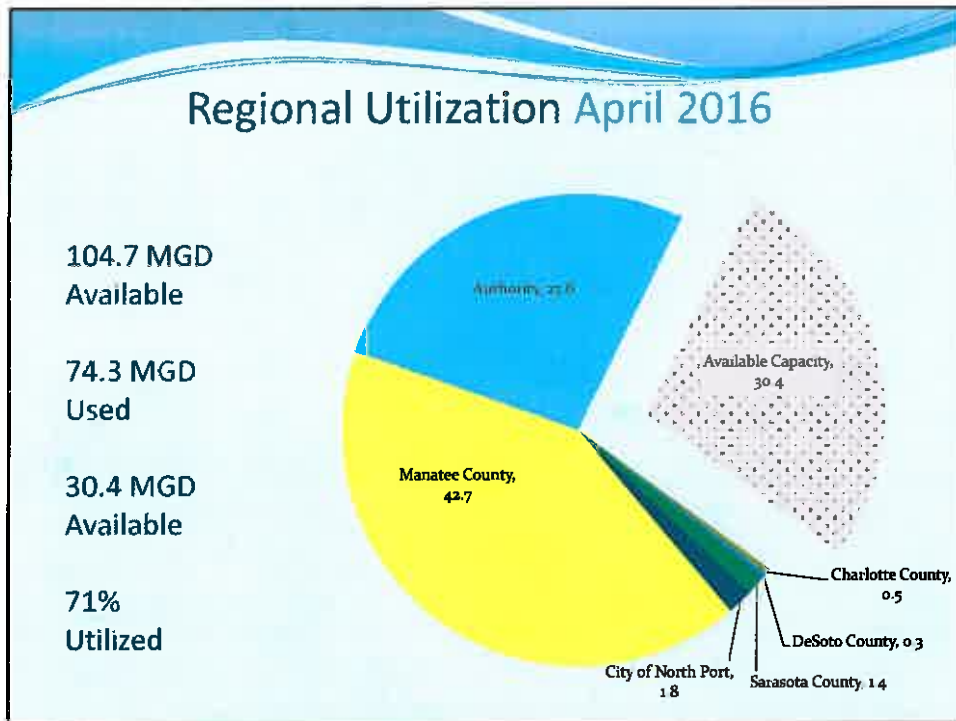


Source	Capacity [MGD]	April 2016 [MGD]
Peace River Facilities	2.865	1.30
North Port Self Supply	3.30	1.83
Water Exchanged/Transferred	N/A	.25
TOTAL	6.165	3.38

ANNUAL AVERAGE USAGE







**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING**

June 1, 2016

**REGULAR AGENDA
ITEM 2**

Regional Integrated Loop System Phase 3B Interconnect [SR 681 to Clark Road]

Presenter -

Kevin Morris, Science and Technology Officer

Recommended Action -

Motion to approve Interlocal Agreement for Regional Integrated Loop System Phase 3B Interconnect between the Peace River Manasota Regional Water Supply Authority and Sarasota County.

The Phase 3B Interconnect project (State Road 681 to Clark Road) will include installation of about 4.2 miles of 48-inch diameter pipeline from the northern terminus of the existing Phase 3A Regional Interconnect, north to Clark Road. The project will support Sarasota County's water needs from Clark Road north, and serve to extend the regional system toward a future interconnection with Manatee County. Design work for the project was initiated in February 2016. Estimated total project cost (design and construction) is \$27M, and project completion is scheduled in 2020.

a. Project Status Report

Preliminary design on the Regional Integrated Loop System Phase 3B Interconnect project was initiated in February 2016. Authority staff will provide an update on progress to date. Presentation materials and project update are in Tab a.

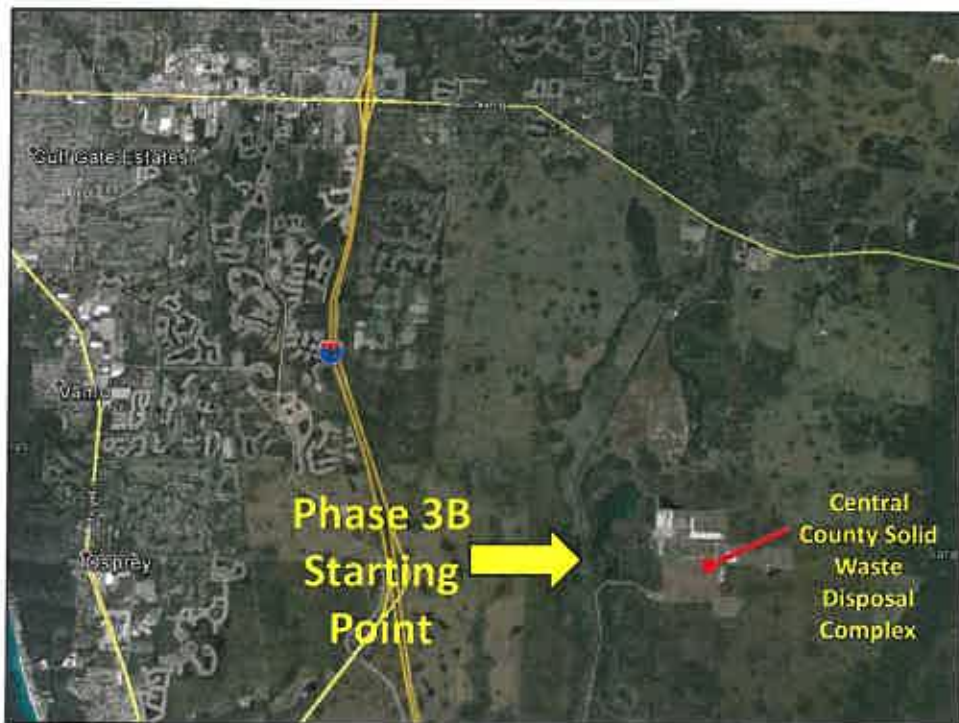
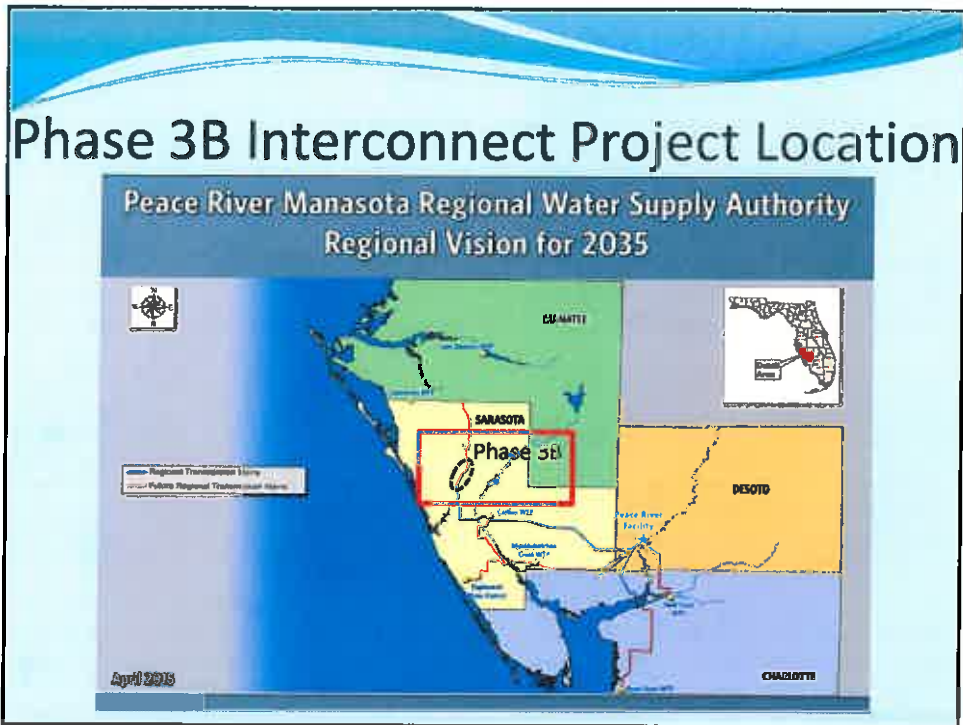
b. Interlocal Agreement for Regional Integrated Loop System Phase 3B Interconnect between the Peace River Manasota Regional Water Supply Authority and Sarasota County.

An Interlocal Agreement (IA) is required between the Authority and Sarasota County for the Phase 3B Regional Interconnect. The IA covers financial, ownership, capacity, property use, coordination and other pertinent requirements of the project. The IA also demonstrates to SWFWMD that there is a local match for requested District cooperative funding on this project, and as such is a requirement for receipt of co-funding dollars. The Sarasota County BOCC approved the Interlocal Agreement for Phase 3B on May 24, 2016.

Staff recommendation is approval. The Interlocal Agreement is provided in Tab b.

Budget Action -- No action needed.

TAB A
Presentation Materials and Project Update





Cow Pen Slough



Cow Pen Slough Drainage Basin

Phase 3B
Project
Location

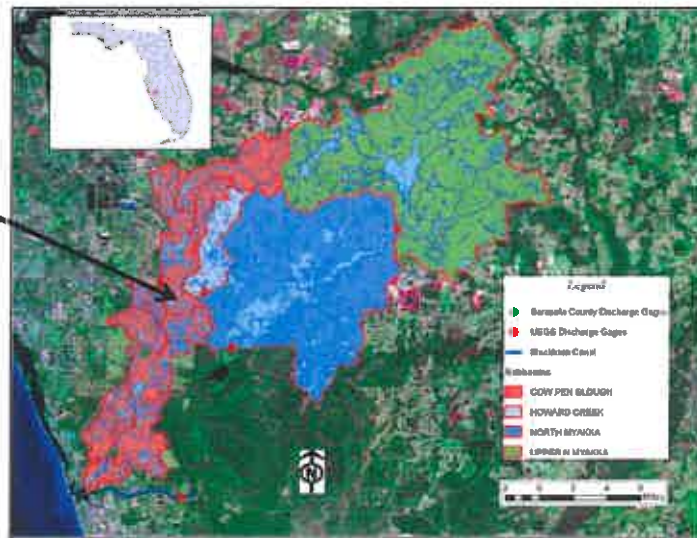


Figure 1 Site Location

Source: SWFWMD's Proposed MFL Report for Dona Bay - 2007

Cow Pen Slough

- Cow Pen Slough Conveys Water to Dona and Roberts Bay
- These traditionally brackish transitional ecosystems have been impacted by excessive freshwater inflow

Dona Bay MFL Appendix - 197

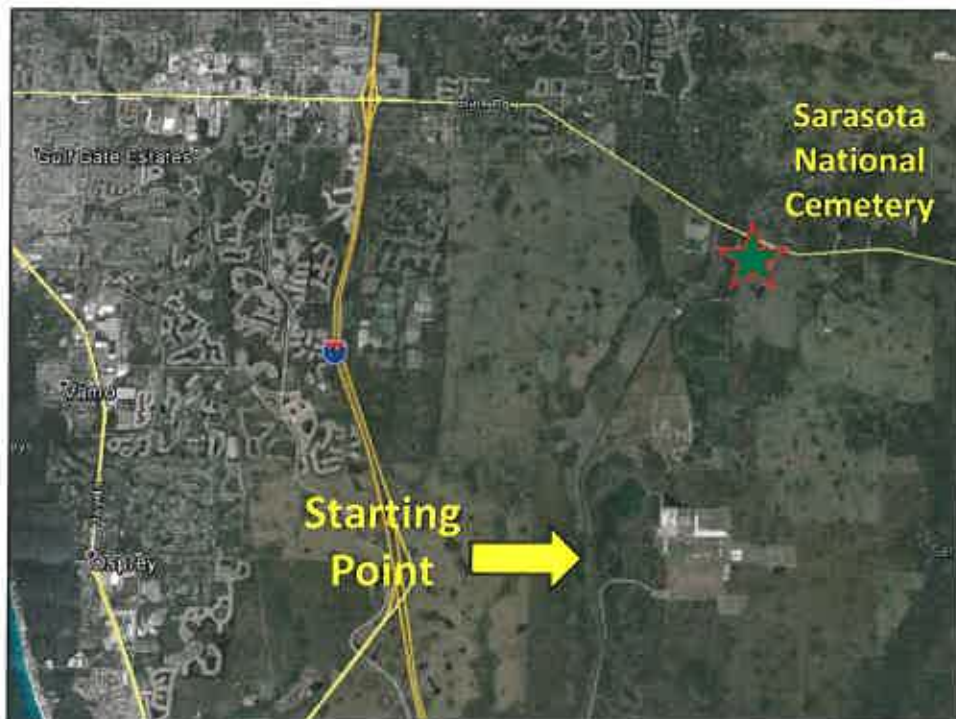
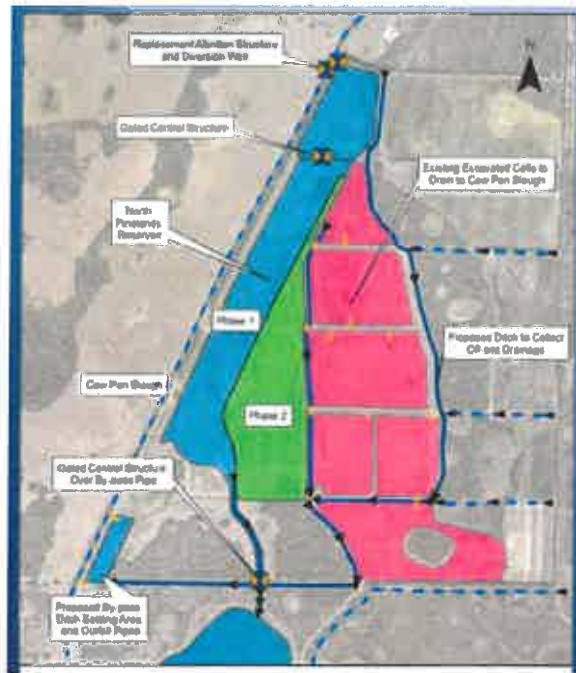


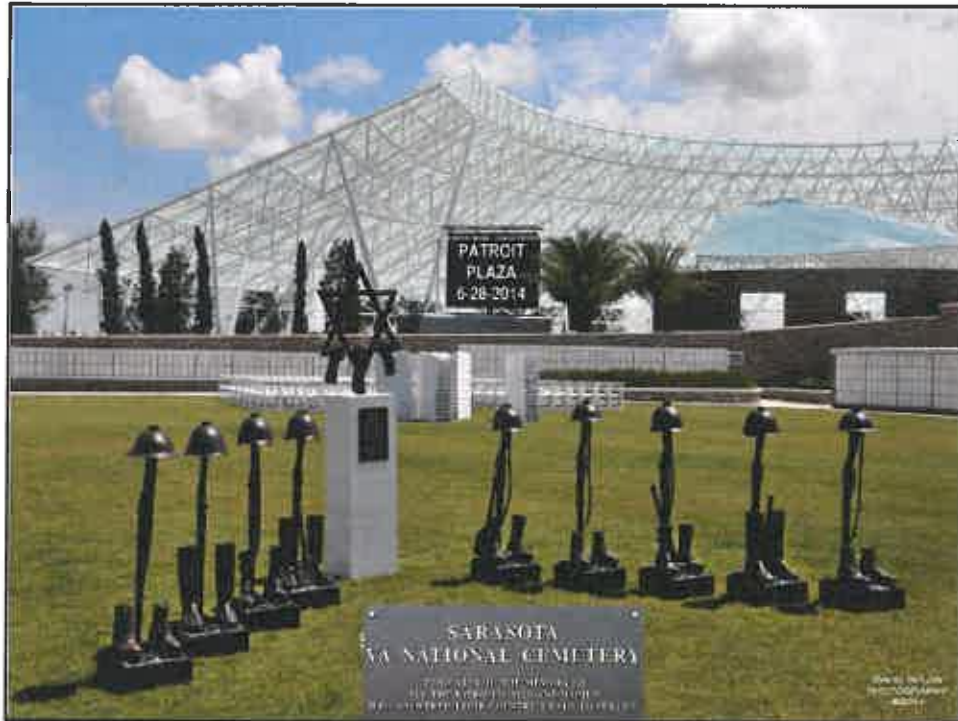
Source: SWFWMD's Proposed MFL Report for Dona Bay - 2007



Dona Bay Project

- Reservoirs for seasonal storage and controlled release of freshwater flows in the basin will lessen detrimental impacts downstream





Schedule

- Preliminary Engineering with Route Evaluation is Underway
- Draft Report Expected by September, 2016
- Upcoming Tasks:
 - Property/Easement Acquisition (2017-8)
 - Final Design and Permitting (2017-8)
 - Bid Phase (2018)
 - Construction Phase (2018 – 2020)

end

Project History Briefing

Project: Phase 3B Regional Interconnect Pipeline Project

Date: June 1, 2016

Prepared by: Kevin Morris - Science and Technology Officer

The following information summarizes the historical milestones and events of the Phase 3B Regional Interconnect Pipeline Project.

- July 24, 2015 The Authority advertised for Consultant SOQ Packages for engineering design and construction management services for the Phase 3B Regional Interconnect Pipeline Project.
- August 5, 2015 The Authority Board of Directors approved the Southwest Florida Water Management District cooperative funding request for the project "Phase 3B Regional Interconnect Pipeline Project for an estimate project cost of \$26,970,000.
- August 25, 2015 Consultant SOQ Packages were due. A total of five packages were timely received from the firms identified in alphabetical order as follows: Atkins North America Inc, Black & Veatch Inc, HDR Engineering Inc, King Engineering Associates Inc and Stantec Consulting Services Inc.
- August 28, 2015 Distributed electronic copies of the SOQ packages to member and customer Utility Directors for feedback or comments. Feedback requested by September 14, 2015.
- September 22, 2015 Following review of the SOQ packages and in accordance with the Authority's Procurement Policy a short-list of three top candidates was developed and included: HDR Engineering Inc, Inc, King Engineering Associates Inc and Stantec Consulting Services Inc.
- October 7, 2015 The Authority Board listened to presentations from the shortlisted firms (HDR Engineering Inc, Inc, King Engineering Associates Inc and Stantec Consulting Services Inc). The Board ranked the consultants to establish the order-of-preference, with King Engineering Associates Inc selected as the top-ranked firm.
- December 2, 2015 The Board approved a contract with King Engineering Associates Inc for Professional Engineering Design and Construction

Management/Inspection Services for the Phase 3B Regional Interconnect Project.

- December 2, 2015 The Board approved Work Order No. 1 'Phase 3B Interconnect Preliminary Design Services' for \$397,958 which included \$25,000 of contingency funding with the stipulation that work not be commenced until a letter of funding commitment had been received from Sarasota County for the cost. Work Order No. 1 included evaluation of up to five (5) major pipeline corridor routes between the existing terminus of Phase 3A at 681 northward to Clark Road. This work included efforts to coordinate with multiple Sarasota County Departments for future planning and infrastructure work in this area. The work included modeling of flows and pressures and will result in a recommendation for pipeline diameter, a route, a possible pumping station location and estimated construction cost. This effort was planned to be completed within 270 calendar days.
- January 26, 2016 Sarasota County Board of County Commissioners approved a letter of funding commitment for the entirety of the cost of Work Order No. 1 at 397,958.00 should the out-of-cycle funding request to the Water Management District to cover part of Work Order No. 1 be denied.
- January 28, 2016 Authority Board approves out-of-cycle funding request to the Water Management District for the project
- February 3, 2016 Authority staff sends a letter requesting out-of-cycle funding for the project to the Water Management District.
- February 3, 2016 Authority staff issue Notice-to-Proceed to King Engineering Associates Inc for the project. It is noted that this approximately 2 month's post Board-award of the Contract Work Order No. 1. This delay is considered unavoidable as the Authority Board clearly indicated work should not commence until funding was assured. Authority staff not this delay could not be avoided and will be considered if the work under Work Order No. 1 should run into difficulty meeting its original 270 calendar day schedule for completion.
- February 17, 2016 Project kickoff meeting was conducted at the Sarasota County BOB Building including staff from Sarasota County, King Engineering Associates Inc., Southwest Florida Water Management District and the Authority. A significant amount of planning information was delivered to the team by Sarasota County staff.

- February 25, 2016 Draft of Interlocal Agreement as required by the MWSC for the Phase 3B Regional Interconnect Project between the Authority and Sarasota County distributed to key County staff for review and comment.
- February 29, 2016 Project meeting conducted with Sarasota County Utilities Water System staff at the Sarasota County BOB Building including staff from Sarasota County, King Engineering Associates Inc. Southwest Florida Water Management District and the Authority. Items discussed at the meeting were County expectations concerning delivery pressure and disaggregation of future water demands. County staff also related their intended operational protocols for the new project and provided feedback on preliminary pipeline routes.
- March 14, 2016 Project meeting conducted with Manatee County staff at the Manatee County Utilities Operation Division facility on west Cortez Road. Participants included staff from Manatee County, King Engineering Associates Inc. Southwest Florida Water Management District and the Authority. Items discussed included location of existing Manatee County water mains near the county line, planning for future water mains and expectations regarding emergency supply interconnection and routine water transfers in large mains that may be needed to keep water mains from becoming stagnant.
- March 25, 2016 Project meeting with Sarasota County Utilities Water, Solid Waste and Stormwater System staff at the Sarasota County BOB Building including staff from Sarasota County, King Engineering Associates Inc. Southwest Florida Water Management District and the Authority. The team discussed constraints in the area of the Sarasota County Landfill and Dona Bay project areas including the alternate landfill access route along Knights Trail Road, planned roadway improvements in the area and the need for the landfill and Dona Bay projects to collaborate on significant earth movement projects over the next several decades and how this might impact some of the pipeline routes.
- April 8, 2016 Project meeting with Sarasota County Utilities, Planning and Transportation Department staff at the Sarasota County BOB Building including staff from Sarasota County, King Engineering Associates Inc., the Southwest Florida Water Management District and the Authority. The group discussed planned roadway developments in the project area over the next several years.

- April 18, 2016 Project meeting with Florida Power and Light (FP&L) including staff from King Engineering Associates Inc. and the Authority at the FP&L Hammock Place Substation Operations Center in Sarasota. The group discussed co-locating water lines within or proximate to existing power transmission corridors for the Phase 3B as well as Phase 1 regional interconnect pipeline projects.

TAB B
Interlocal Agreement for Phase 3B Interconnect

**INTERLOCAL AGREEMENT FOR
REGIONAL INTEGRATED LOOP SYSTEM PHASE 3B INTERCONNECT
BETWEEN
THE PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY AND
SARASOTA COUNTY**

THIS Interlocal Agreement for Regional Integrated Loop System Phase 3B Interconnect (“Agreement”) is entered into by and between the Peace River Manasota Regional Water Supply Authority (“Authority”), an independent special district created and existing pursuant to Section 373.1962, Florida Statutes, now found in Section 373.713, Florida Statutes, and Section 163.01, Florida Statutes, acting by and through its governing Board of Directors; and Sarasota County (“Sarasota”), a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, which has the authority to provide water utility service within Sarasota County.

RECITALS:

WHEREAS, both the Authority and Sarasota are authorized to enter into interlocal agreements pursuant to Chapter 163, Florida Statutes; and

WHEREAS, the Authority; Sarasota County, a political subdivision of the State of Florida; Manatee County, a political subdivision of the State of Florida; Charlotte County, a political subdivision of the State of Florida; DeSoto County, a political subdivision of the State of Florida; and the City of North Port, a municipal corporation of the State of Florida (collectively “Customers”) entered into the Peace River Manasota Regional Water Supply Authority Master Water Supply Contract, effective October 5, 2005, as amended (“MWSC”); and

WHEREAS, Section 22 of the MWSC provides that the Authority must have written consent of the governing body of a Customer in whose jurisdiction the Authority intends to

acquire, develop, construct or operate new Authority Water Supply Facilities (the "Host County") and the Host County shall notify the Authority of its decision to grant or deny consent to the Authority to acquire, develop, construct or operate the new Authority Water Supply Facilities; and

WHEREAS, the Authority has notified Sarasota of its intent to design and construct the Project, which will be owned and operated by the Authority; and

WHEREAS, upon the effective date of this Agreement, Sarasota, as the Host County, has given its consent to the construction of the Project and both parties desire to set forth their respective duties and obligations with respect to the construction and use of the Project; and

WHEREAS, Sarasota and the Authority agree to connect Sarasota's utility system to the Project at Delivery Point(s) that will be designated as additional Delivery Point(s) under section 10.3 of the MWSC; and

WHEREAS, this Agreement is predicated upon a proposed cooperative funding agreement between the Southwest Florida Water Management District ("SWFWMD") and the Authority for the Regional Integrated Loop System Phase 3B Interconnect, which would provide that SWFWMD fund at least fifty percent (50%) of the eligible Project costs according to SWFWMD policies; and

WHEREAS, this Agreement does not entitle Sarasota to a greater Water Allocation than that which is authorized pursuant to the provisions of the MWSC and any amendments thereto; and

WHEREAS, the parties recognize and agree that modifications and clarifications will be needed to the Project and that such changes shall be made by mutual agreement by the Executive Director of the Authority and the Sarasota County Administrator.

NOW, THEREFORE, in consideration of the above stated Recitals, mutual covenants and obligations contained herein, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **INCORPORATION OF RECITALS.** The foregoing recitals are true and correct and are incorporated herein by reference.

2. **DEFINITIONS.** All capitalized terms used but not defined in this Agreement have the meanings ascribed to them in the MWSC unless otherwise indicated in this Agreement.

2.1 **Agreement.** This Interlocal Agreement for Regional Integrated Loop System Phase 3B Interconnect.

2.2 **Project.** The expansion of the Authority's Regional Transmission System within Sarasota County, which includes a new potable water transmission pipeline, pumping, storage and meter facilities, and ancillary components, which is generally shown and described in the attached Exhibits 1 and 2, and that may be revised in accordance with section 5.

3. **PURPOSE AND TERM.** This Agreement sets forth the rights and obligations of the parties with respect to the construction and use of the Project. The MWSC terms and conditions also apply to all aspects of the potable water delivered pursuant to this Agreement. The term of this Agreement begins on its effective date and will end when Sarasota no longer receives potable water from the Authority pursuant to the MWSC and any extensions and amendments.

4. **CONSENT/NEW DELIVERY POINT.** Sarasota consents to the construction and operation of the Project under section 22 of the MWSC. The Project's Delivery Point(s) shall be added by mutual agreement of the parties as provided in section 10.3 of the MWSC.

5. DESIGN AND CONSTRUCTION OF THE PROJECT/WATER DELIVERY. The Project shall be capable of supplying Sarasota potable water at an adequate flow and water pressure to meet Sarasota's water needs as determined by Sarasota, as well as the future needs of the Authority. A conceptual pipeline alignment has been attached as Exhibit 1 and a general description of the Project components has been included in Exhibit 2. Upon completion of the preliminary engineering services, the specific details of the Project, e.g., Project location, alignment, Delivery Point(s), delivery pressures, flows, and Project components, will be more fully developed, which will necessitate Exhibits 1, 2 and 3 needing to be modified, clarified and revised, as appropriate. Authority and responsibility is delegated to the Executive Director of the Authority and the Sarasota County Administrator to modify, clarify, or revise the engineering, design, construction and operation specifications of the Project as agreed in writing by both parties, as long as such changes do not supersede any other terms and conditions of this Agreement. Exhibits 1, 2 and 3 shall be replaced to reflect such mutually-agreed written revisions. Any future pipeline or utility appurtenances to be constructed and owned by Sarasota shall be located so as to maintain a reasonable clearance on all sides of the Project to allow for necessary operations and maintenance access. The Authority agrees to make reasonable efforts not to interfere with any Sarasota operations on Sarasota-owned lands and rights-of-way during the construction of the Project. Sarasota agrees to make reasonable efforts not to interfere with any Authority operations on Sarasota-owned lands and rights-of-way during the construction of the Project.

6. COLLABORATIVE CONSTRUCTION. The Authority and Sarasota will ensure that their respective consultants and contractors will work in a cooperative fashion to expedite the Project in the most cost-effective manner.

7. FUNDING FROM SARASOTA. Sarasota shall contribute an estimated \$15,064,500, based on current forecasts for the Project's costs. A breakdown of Sarasota's estimated contributions are shown in Exhibit 3. Sarasota's final contribution shall be based on the final cost of the Project paid by the Authority but will not exceed \$17,324,175 ("Sarasota Cap"). Sarasota will fund its obligations under this Agreement as provided in section 16.2 of the MWSC.

8. AUTHORITY FUNDING AND HYDRAULIC CAPACITY ENTITLEMENT. Funding by the Authority will include the monies for the Project that the Authority receives from SWFWMD and any other state or federal source. The Authority shall be responsible for all engineering and construction costs that exceed the Sarasota Cap. All Hydraulic Capacity in the Project that is not granted to Sarasota pursuant to section 9 shall be retained by the Authority. All operation and maintenance costs for the Project shall be incorporated into the Authority's annual rate applicable to the Customers of the Authority pursuant to the MWSC. If the engineer's cost estimate for the Project exceeds the Total Project Cost for the Project shown on Exhibit 3, the Authority shall have the option to declare this Agreement null and void.

9. SARASOTA HYDRAULIC CAPACITY ENTITLEMENT. Sarasota's Hydraulic Capacity Entitlement in the Project shall be determined by calculating its percentage share of the final cost of the Project after its completion, with the Executive Director of the Authority and the Sarasota County Administrator certifying the final percentage share of the cost to the Authority and Sarasota.

10. PAYMENT FOR USE OF AUTHORITY'S HYDRAULIC CAPACITY ENTITLEMENT. If the Authority grants use of its Hydraulic Capacity in the Project that is not granted to Sarasota pursuant to section 9 to a Customer, including Sarasota, the Authority shall

charge such Customer a Hydraulic Capacity Entitlement Cost for such use and, provided there is existing debt service related to the Project, adjust the proportionate share of future service rates and charges of Sarasota and all other existing customers accordingly.

11. REAL PROPERTY AND EASEMENTS.

11.1 Real Property Acquisition. Sarasota shall cooperate with the Authority in the Authority's acquisition of all interests in real property (if any) necessary for the Project. Sarasota shall pay all reasonable costs for acquisition of real property interests necessary for the Project. The Authority shall involve Sarasota with the property valuations prior to acquisitions.

11.2 Any property located in Sarasota County acquired by the Authority for the Project shall be transferred in fee simple to the County after the Authority has recorded an easement pursuant to this section, in its name, necessary for the Project.

11.3 Easements. Sarasota and the Authority will execute the necessary documents, including easements or license agreements for lands owned by Sarasota.

11.3.1 Construction Easements. Sarasota shall grant the necessary construction easements to the Authority to allow for the construction of the Project at no cost to the Authority. The Authority shall provide in the contracts with all contractors for the Project, that in addition to the Authority, Sarasota shall have the authority to issue a stop work demand if a construction activity endangers, interferes or damages existing Sarasota facilities along the Project route.

11.3.2 Perpetual, Nonexclusive and Exclusive Easements. Sarasota shall grant perpetual, nonexclusive and exclusive easements to the Authority for all real property owned by Sarasota on or within which the Project is located at no cost to the Authority. Nonexclusive easements will be issued for the lands comprising the transmission pipeline corridors where the transmission pipeline is constructed. Exclusive easements will be issued for lands beneath and immediately adjacent to new storage tanks, pumping stations and electrical buildings for the

Project. In addition, Sarasota shall cause to be conveyed to the Authority all easements covering areas needed to access and operate the Project by recordable document in a form satisfactory to both the Authority and Sarasota at no cost to the Authority.

11.3.3 Ownership. The Authority shall retain in its own name any easement interest in real property acquired by or granted to the Authority in connection with the Project.

12. **PERMITS.** The Authority shall use its best efforts to obtain all permits necessary to construct and operate the Project, and Sarasota shall promptly cooperate with the Authority in obtaining such permits.

13. **OPERATIONAL PROTOCOL.** The Authority Executive Director and Sarasota County Administrator shall revise the existing written operational protocol developed for the 681 Interconnect Project ("Operational Protocol") to include protocol for operating and maintenance of the Project prior to the commencement of construction of the Project. At a minimum, the Operational Protocol will define the rights and obligations of the responsible parties with respect to the operations, maintenance and regulatory activities necessary for the Authority to meet its obligation to provide potable water to Sarasota. Nothing in the Operational Protocol shall conflict or supersede this Agreement. As may be needed, authority and responsibility is delegated to the Executive Director of the Authority and the County Administrator of Sarasota to modify, clarify and revise the Operational Protocol upon mutual agreement of both parties.

14. **COMPLETION DATE.** The Authority shall make all reasonable efforts to complete the Project no later than December 31, 2020.

15. **OWNERSHIP INTERESTS.** Nothing within this Agreement or any previous agreements shall be construed to convey to Sarasota any ownership interest in any portion of the assets of the Authority Water Supply Facilities and Authority Regional Transmission System,

including this Project. The Authority shall have complete ownership of the Project.

16. EXISTING INFRASTRUCTURE. All existing infrastructure owned by Sarasota shall remain owned by Sarasota unless otherwise mutually agreed upon by the parties.

17. RATES. The rates charged to Sarasota for water delivered through the Regional Transmission System and this Project shall be governed by the MWSC.

18. FUTURE CONNECTIONS. Sarasota shall give the Authority thirty (30) days notice of any intended tie-ins or interconnections to this Project and the Authority shall not unreasonably withhold its approval of any such connections.

19. NOTICES. All notices, demands, requests, and other communications hereunder shall be deemed sufficient and properly given, if in writing and delivered in person to the following addresses, or via facsimile, or sent by certified or registered mail, postage prepaid with return receipt requested, at such addresses; provided, if such notices, demands, requests or other communications are sent by mail, they shall be deemed as given on the third day following such mailing which is not a Saturday, Sunday, or a day on which United States mail is not delivered: the Authority's Executive Director's Office, 9415 Town Center Parkway, Lakewood Ranch, Florida 34202; Sarasota County Administrator, 1660 Ringling Blvd., Sarasota, Florida 34236. Any party may, by like notice, designate any further or different address to which subsequent notices shall be sent. Any notices hereunder signed on behalf of the notifying party by a duly authorized attorney at law shall be valid and effective to the same extent as if signed on behalf of such party by a duly authorized officer or employee.

20. RECORDATION OF AGREEMENT AND EFFECTIVE DATE. Upon execution of this Agreement by the Authority and Sarasota, the Authority shall have this Agreement recorded in the Public Records of Sarasota and Manatee Counties. This Agreement shall take effect upon the filing of fully executed copies with the Clerks of the Circuit Court of

Sarasota and Manatee Counties ("Effective Date").

21. APPLICABLE LAW AND VENUE. The laws of the State of Florida shall govern the validity, interpretation, construction and performance of this Agreement. The sole and exclusive venue for any litigation involving this Agreement shall be in Sarasota County, Florida, if filed in state court and in the Middle District of Florida if filed in federal court.

22. ENTIRE AGREEMENT. The parties agree there are no commitments, agreements, or understandings concerning the Project that are not contained in this document, and that this Agreement together with the MWSC shall constitute the entire agreement of the parties with regard to the Project.

23. AMENDMENTS. This Agreement may be amended only by a writing duly executed by the Authority and Sarasota except as provided for in section 5.

24. DISCLAIMER OF THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the parties to this Agreement. No right or cause of action shall accrue upon or by reason hereof inure to or for the benefit of any third party.

25. WAIVER. Unless otherwise specifically provided by the terms of this Agreement, no delay or failure to exercise a right resulting from any breach of this Agreement shall impair such right or shall be construed to be a waiver thereof, but such right may be exercised from time to time and as often as may be deemed expedient. Any waiver shall be in writing and signed by the party granting such waiver. If any representation, warranty or covenant contained in this Agreement is breached by any party and thereafter waived by another party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive, either expressed or impliedly, any other breach under this Agreement.

26. SEVERABILITY. In the event any provision of this Agreement shall, for any reason, be determined invalid, illegal or unenforceable in any respect the parties hereto shall

negotiate in good faith and agree to such amendments, modifications or supplements to this Agreement or such other appropriate actions as shall, to the maximum extent practicable in the light of such determination implement and give effect to the intentions of the parties as reflected herein, and the other provisions of this Agreement, as amended, modified, supplemented or otherwise affected by such action, shall remain in full force and effect.

27. SOVEREIGN IMMUNITY. The parties intend to avail themselves of the benefits of Sections 768.28 and 163.01(9)(c), Florida Statutes, and of other statutes and common law governing sovereign immunity to the fullest extent possible. In accordance with Section 163.01(5)(o), Florida Statutes, therefore, neither party is jointly liable for the torts of the officers or employees of the other, or any other tort attributable to the other, and that each party shall be liable for the torts of its officers or employees and then only to the extent of the waiver of sovereign immunity or limitation of liability specified in Section 768.28, Florida Statutes, and other applicable law. Nothing in this Agreement is intended to inure to the benefit of any third party for the purposes of allowing any claim that would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

28. DISPUTES. Both parties agree to follow the directives of the "Florida Governmental Conflict Resolution Act," Chapter 164, Florida Statutes.

29. DEFAULT AND REMEDY. Recognizing the region's paramount need for a safe and dependable source of water supply, the parties agree the remedy for a breach of the Agreement shall be specific performance, injunctive relief and any other equitable relief, as well as monetary damages.

30. ATTORNEYS FEES AND COST. In the event there is litigation arising under or related to Agreement, each party shall pay its own attorney's fees and costs and expenses incurred in enforcing the Agreement, 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.

31. FURTHER ASSURANCES. The parties shall use all reasonable efforts to provide such information, execute such further instruments and documents and take actions as may be reasonably requested by the other party and not inconsistent with the provisions of this Agreement and not involving the assumption of obligations or liabilities different from, in excess of or in addition to those expressly provided for in this Agreement to carry out the intent of this Agreement.

32. CONSENTS. To the extent that the consent of any party to this Agreement is required as a condition to the action of other parties, such consent shall not be unreasonably withheld.

33. GOOD FAITH. The parties agree to exercise good faith and fair dealing in respect to all matters relating to this Agreement.

34. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon and inure to the benefit of the respective successors, permitted assigns, administrators and trustees of the Authority and Sarasota.

35. RELATIONSHIP OF THE PARTIES. Nothing herein shall be deemed to constitute any party a partner or joint venturer, or to create any fiduciary relationship among the parties. Nothing within the Agreement or any previous agreement shall be construed to convey to Sarasota any ownership interest in any portion of the Authority Water System, including the Project.

36. EXECUTION OF AGREEMENT. This Agreement shall be executed in two duplicate originals, any of which shall be regarded for all purposes as an original and all of

which shall constitute the same instrument.

37. SECTION CAPTIONS AND REFERENCES. The section headings and captions contained herein are included for convenience only and shall not be considered part of this Agreement or affect in any manner its construction or interpretation. Except as otherwise indicated, all references herein to sections are to sections of this Agreement.

38. AMBIGUITY. The parties agree that each one has played an equal part in the negotiation and drafting of this Agreement, and in the event any ambiguity should be asserted or realized in the interpretation or construction of this Agreement, the result of such ambiguity shall be equally assumed and realized by each party.

39. INTERLOCAL AGREEMENT. This Agreement shall constitute an interlocal agreement pursuant to section 163.01, Florida Statutes.

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IN WITNESS WHEREOF, the Authority and Sarasota have executed this Agreement on _____
_____, 2016.

ATTEST:

PEACE RIVER MANASOTA REGIONAL
WATER SUPPLY AUTHORITY

Patrick J. Lehman
Executive Director

Christopher G. Constance
Chair

Date: _____

Approved as to Form:

Douglas Manson
General Counsel for the Authority

STATE OF FLORIDA
COUNTY OF

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared _____, to me known to be the person described in and who executed the foregoing instrument on behalf of the Peace River Manasota Regional Water Supply Authority and acknowledged before me that he executed same as a free act and deed for the uses and purposes therein stated.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 2016.

Notary Public
Print Name: _____
My Commission Number: _____

BOARD OF COUNTY COMMISSIONERS
OF SARASOTA COUNTY, FLORIDA

ATTEST:

By: [Signature]
Deputy Clerk



[Signature]
Alan Maio
Chairman

Date: May 24 2016

Approved as to form and correctness:

[Signature]
County Attorney [Signature]

STATE OF FLORIDA
COUNTY OF

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared _____, to me known to be the person described in and who executed the foregoing instrument on behalf of Sarasota County, Florida and acknowledged before me that he executed same as a free act and deed for the uses and purposes therein stated.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 2016.

Notary Public
Print Name: _____
My Commission Number: _____

EXHIBIT 1

Project Location & Conceptual Pipeline Alignment



EXHIBIT 2

General Description of Project Components

- a) Pipeline:** Approximately 4 to 5 miles of 48-inch diameter pipe which begins at the existing regional 681 connection with Sarasota County, then running generally north in the vicinity of Cow-Pen Slough to Clark Road where it will terminate at a new delivery location (yet to be defined) with the County along Clark Road.
- b) Storage and Pumping:** 5 MG finished water storage and 7 MGD booster pumping station is envisioned as part of this project.
- c) Appurtenances:** Metering facilities, chemical adjustment, telemetry, back-up power supply and other appurtenances as deemed appropriate to make the project fully functional for water transfer and delivery.
- d) Delivery of Potable Water:** A high degree of flexibility to enable delivery of required supply and support future extension/expansion of the regional system.

EXHIBIT 3
Estimated Project Costs

Item	Total Project Cost	Sarasota Funding	SWFWMD Co-Funding
Probable Costs Subject to SWFWMD Co-Funding			
48" Diameter Pipeline	\$11,800,000	\$5,900,000	\$5,900,000
SMG Finished Water Storage tank	\$3,400,000	\$1,700,000	\$1,700,000
Pumping Station & Ancillary	\$5,500,000	\$2,750,000	\$2,750,000
Subtotal Engineering & Construction	\$20,700,000	\$10,350,000	\$10,350,000
Contingency	\$3,105,000	\$1,552,500	\$1,552,500
Total Engineering & Construction	\$23,805,000	\$11,902,500	\$11,902,500
Probable Costs Not Subject to SWFWMD Funding			
Property & Easements	\$2,700,000	\$2,700,000	\$0
Legal & Other	\$462,000	\$462,000	\$0
	\$26,967,000	\$15,064,500	\$11,902,500

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
June 1, 2016

REGULAR AGENDA
ITEM 3

SWFWMD FY 2017 Cooperative Funding Applications

Presenter -

Mike Coates, Deputy Director

Recommended Action -

Motion to withdraw FY 2017 cooperative funding applications with SWFWMD for the Phase 3D and Phase 4 Regional Interconnects.

In September the Authority submitted FY 2017 co-funding applications for the three regional pipeline projects listed below. An update on co-funding applications is provided below. Supporting materials are attached.

1) Phase 3B Interconnect (S.R. 681 to Clark Road)

The Phase 3B Interconnect project (State Road 681 to Clark Road) will include installation of about 4.2 miles of 48" diameter pipeline from the northern terminus of the existing Phase 3A Regional Interconnect, north to Clark Road. The project is currently in preliminary design. The SWFWMD staff recommendation (see *project N823* in attached table) is to fund this project pending execution of the Interlocal Agreement (IA) between the Authority and Sarasota County for the project by June 15, 2016. Staff recommends maintaining support for the FY 2017 co-funding application.

2) Phase 3D Interconnect (Fruitville Road to Manatee)

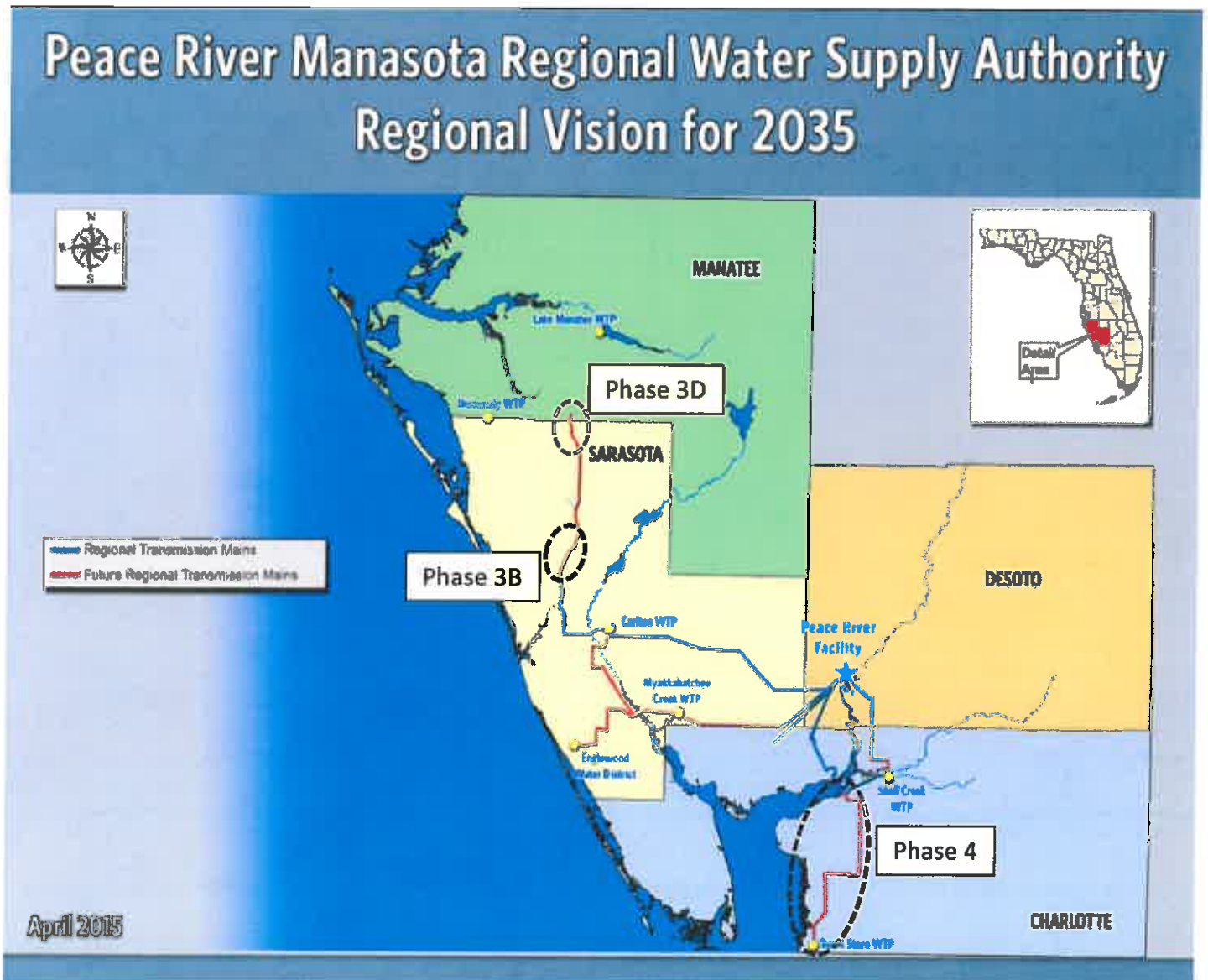
The Phase 3D Interconnect project (Fruitville Rd. to Manatee County) will include developer-installation (SMR) of about 3.6 miles of 24" diameter pipeline from Fruitville Road north along the Loraine Road corridor to the Manatee County line. The project is currently in design by the developer (SMR). The SWFWMD staff recommendation (see *project N797* in attached table) is not to fund this project for FY 2017 due to no Interlocal Agreement (IA) for local funding match. Staff recommends withdrawing the FY 2017 co-funding application and resubmittal for FY 2018 co-funding. A favorable FY 2018 co-funding ranking by SWFWMD will require completion of an IA between the Authority and Sarasota County by early CY 2017.

3) Phase 4 Interconnect (Burnt Store WTP to Phase 1A)

The Phase 4 Interconnect project (Burnt Store to Phase 1A) will include installation of about 15 miles of 24" diameter pipeline from Burnt Store WTP to the Phase 1A regional facilities east of Punta Gorda. The SWFWMD staff recommendation (see *project N798* in attached table) is not to fund this project for FY 2017 due to no Interlocal Agreement (IA) for local funding match. Staff recommends withdrawing the FY 2017 co-funding application and resubmittal for FY 2018 co-funding. A favorable FY 2018 co-funding ranking by SWFWMD will require completion of an IA between the Authority and Charlotte County by early CY 2017.

Budget Action – No action needed.

Regional Phase 3B, Phase 3D & Phase 4 Interconnect Project Locations



SWFWMD STAFF CO-FUNDING RECOMMENDATIONS FY 2017

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

Southern Region Cooperative Funding Requests Final Rankings

Project	Cooperator	Project Name	Rank	FY2017 Proposed District Funding	Total District Future Funding
Cooperative Funding Projects Recommended for Funding:					
N416	PRMRWSA	AWS - PRMRWSA Regional Loop System Phase 1 Interconnect Design and Construction	1A	380,000	0
N436	Bradenton	ASR-City of Bradenton Surface Water ASR-2	1A	700,000	142,447
N556	Charlotte Co Utilities	Reclaimed Water - Charlotte County Reclaimed Water Expansion - Phase 3	1A	2,088,000	311,260
N557	North Port	Reclaimed Water - North Port Reclaimed Water Transmission Main - Phase 3	1A	250,150	0
N711	Bradenton River Utilities	Reclaimed Water - Bradenton River Utilities Reclaimed Water Transmission Line Project	1A	1,076,000	0
W251	Anna Maria	SW IMP - Water Quality - Anna Maria BMPs Phase 3	1A	44,900	0
Total Projects Ranked 1A:				4,490,080	483,997
N759	Manatee Co	WMP - Pearce Drain/Gap Creek Watershed Management Plan	II	182,000	188,000
N766	Manatee Co	Study - Mill Creek Water Quality Plan	II	21,500	0
N805	Manatee Co	Conservation - Manatee County Toilet Rebate Project - Phase 1B	H	113,250	0
N808	Venice	Conservation - Venice Toilet Rebate and Retrofit Project	H	28,450	0
N839	Manatee Co	WMP - Bowles Creek Watershed Management Plan	II	122,000	108,000
N815	Arcadia	Conservation - Arcadia South Distribution Looping Project	H	235,250	0
N830	North Port	ASR - City of North Port ASR - Permanent Facilities	H	116,000	230,200
Y216	Anna Maria	SW IMP - Water Quality - Anna Maria BMPs North Shore	H	117,000	351,000
Y250	Lemon Bay Crk.	Restoration - Lemon Bay Habitat Restoration	H	75,000	0
W530	Bradenton Beach	SW IMP - Water Quality - Bradenton Beach BMPs 23rd St. N to 29th St. N	H	93,000	65,000
W528	Holmes Beach	SW IMP - Water Quality - Holmes Beach BMPs Basins 1, 2, 6, 7 and 10	II	134,144	532,432
W738	Sarasota Co	Feasibility Study - Phillip Creek Barrier Removal and Restoration	II	40,000	0
Total Projects Ranked High:				1,877,884	1,474,432
N752	Charlotte Co	SW IMP - Flood Protection - Greater Port Charlotte WCS Replacement	M	350,000	0
N780	Punta Gorda	AWS - City of Punta Gorda Groundwater RO	M	1,000,000	13,150,000
N823	PRMRWSA	AWS - PRMRWSA Regional Integrated Loop System - Phase 3B	M	700,000	0
Total Projects Ranked Medium:				2,110,000	13,150,000
Total Amount of Projects Ranked 1A, High, and Medium:				87,882,644	616,076,128



SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

Southern Region Cooperative Funding Requests Final Rankings

Project	Cooperator	Project Name	Rank	FY2017 Proposed District Funding	Total District Future Funding
Projects Not Recommended for Funding (Ranked Low or NR):					
N753	North Port	AWS - Como Waterway Water Control Structure	L	75,000	500,000
N758	Sarasota Co	Reclaimed Water - Sarasota County Bee Ridge to Central Reclaimed Water Interconnect Expansion	L	2,200,000	5,500,000
N785	Sarasota Co	Dona Bay Surface Water Storage Facility	L	4,100,000	0
N790	Venice	Study - Venice Water Treatment Efficiency Improvement Feasibility Study	L	100,000	0
N797	PRMRWSA	AWS - PRMRWSA Regional Integrated Loop Project - Phase 3D	L	5,386,000	0
N798	PRMRWSA	AWS - PRMRWSA Regional Integrated Loop Project - Phase 4	L	381,313	0
N827	Charlotte Co	SW IMP - Water Quality - Sunshine Lake/Sunrise Waterway Floating Treatment Wetlands	L	60,000	0

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
June 1, 2016

REGULAR AGENDA
ITEM 4

Reservoir System Operations

Presenter - Kevin Morris, Science and Technology Officer

Recommended Action - **Status Report.** This item is presented for informational purposes. No Board action is required.

The Authority has two off-stream raw water reservoirs at the Peace River Facility with a combined storage capacity of 6.5 billion gallons. These reservoirs are the lynchpin that makes the use of seasonally available resources from the Peace River a reliable, sustainable and cost-effective public water supply. Considerable and continuous efforts go into the care and management of these off-stream reservoirs to ensure safe and reliable operation. Staff will make a presentation detailing key operations and management aspects of the Authority's reservoir system.

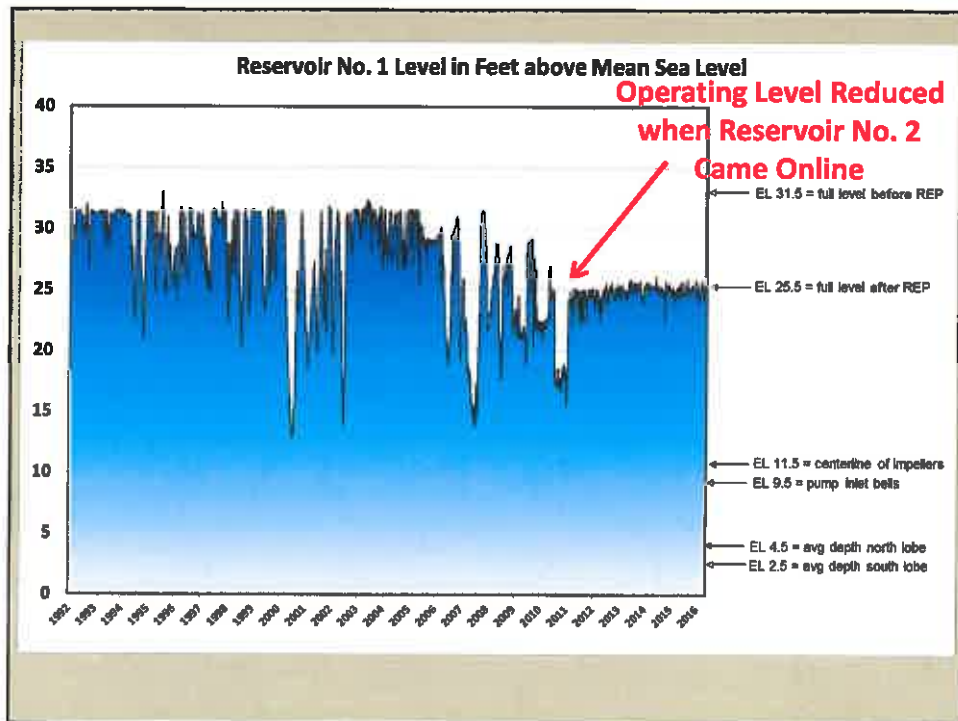
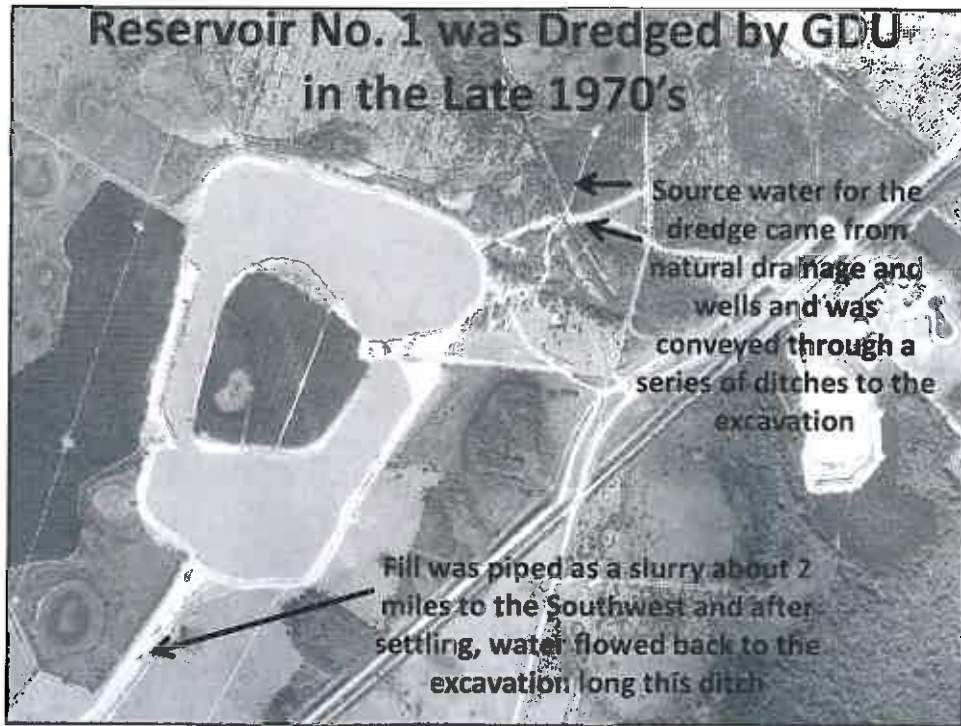
Regular Item 4

Reservoir System Operations



Putting the Reservoirs into Perspective

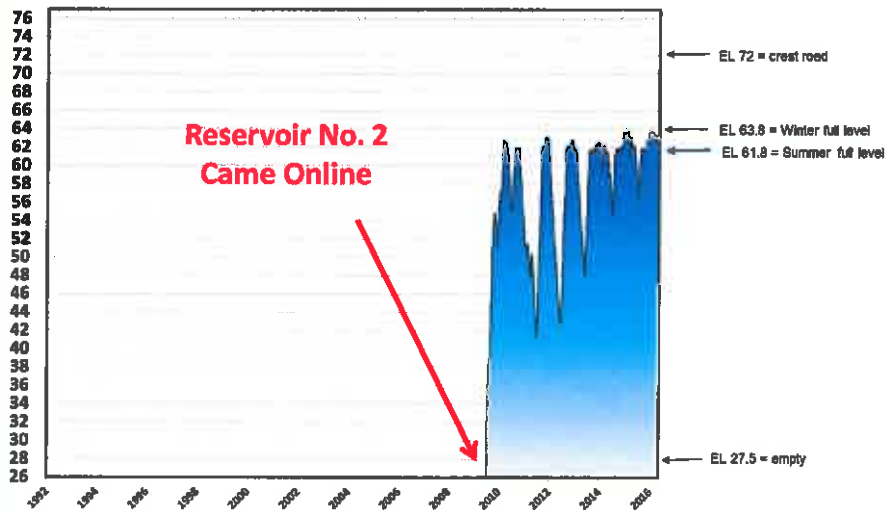


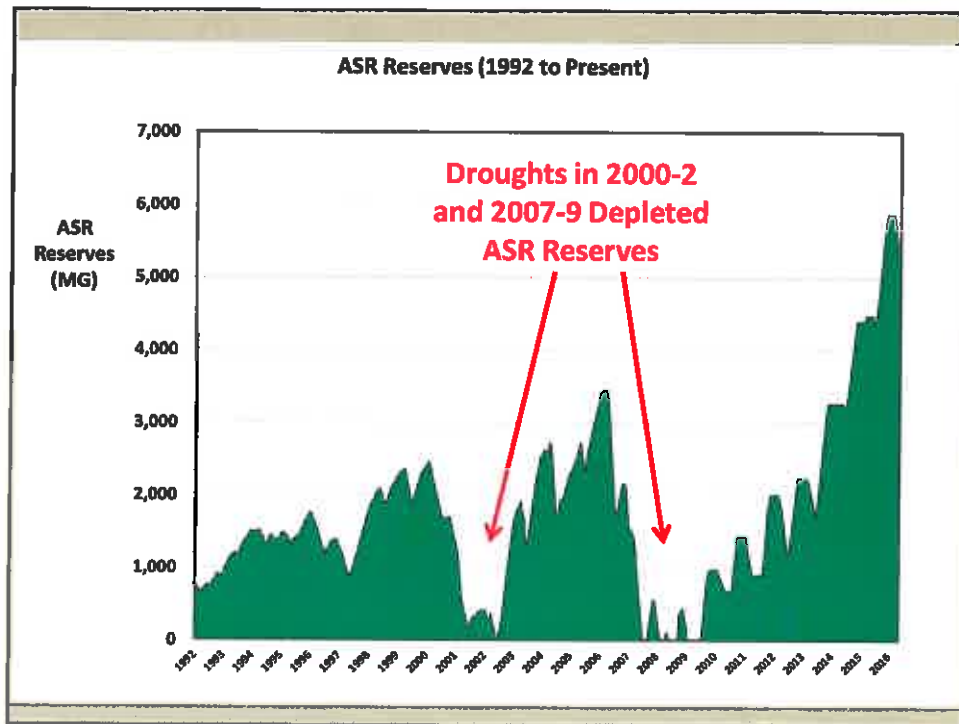
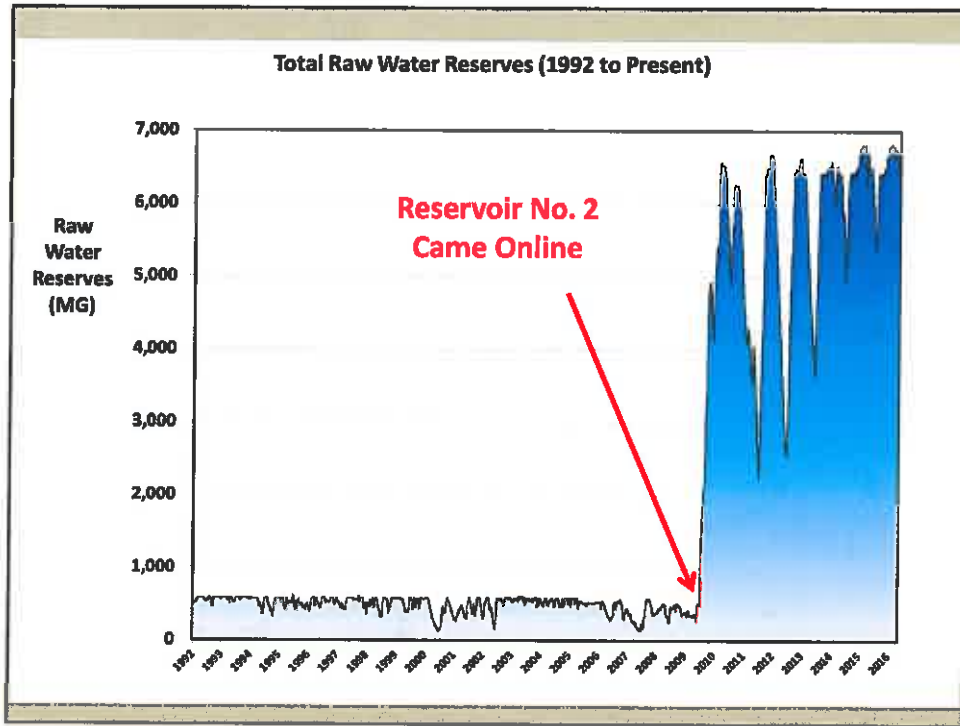


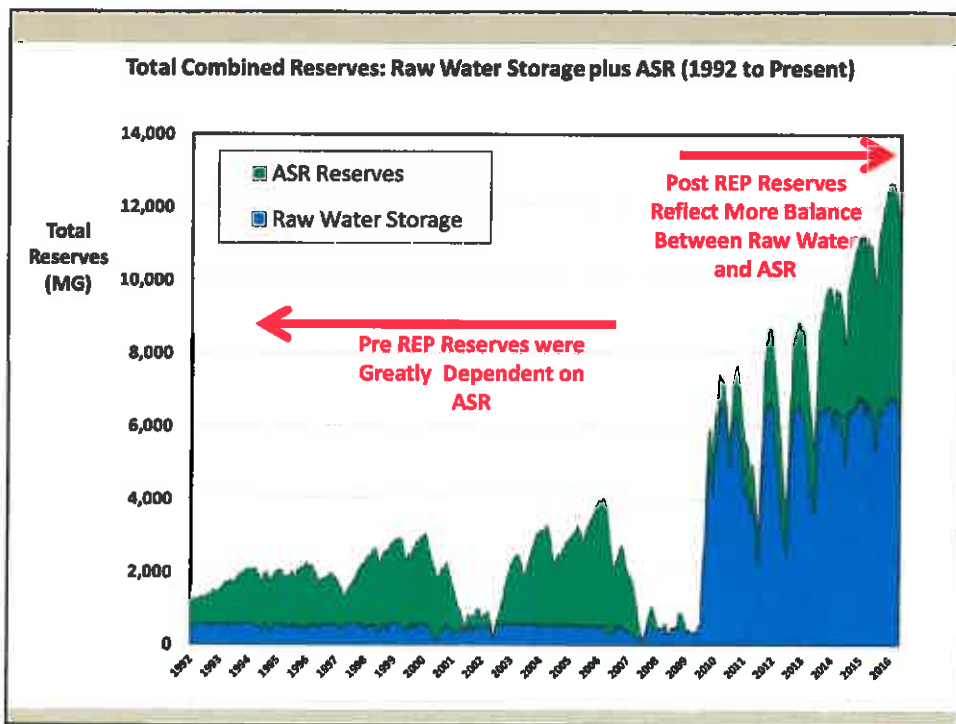
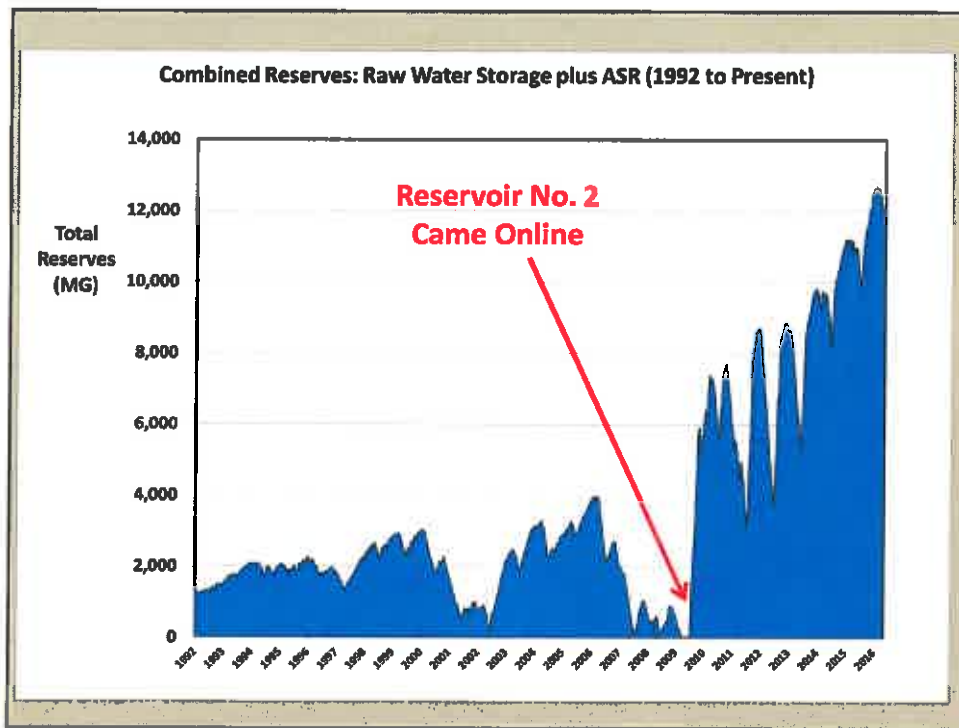
An Unexpected Challenge of Lower Water Levels is the Need to Control Emergent Vegetation Without Herbicides



Reservoir No. 2 Level in Feet above Mean Sea Level

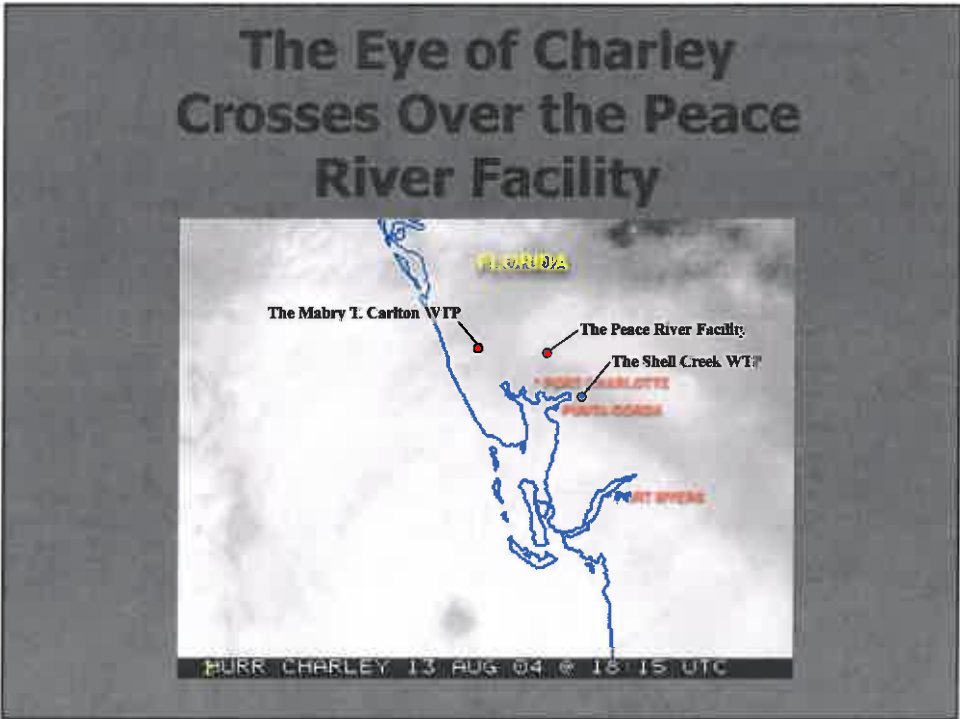


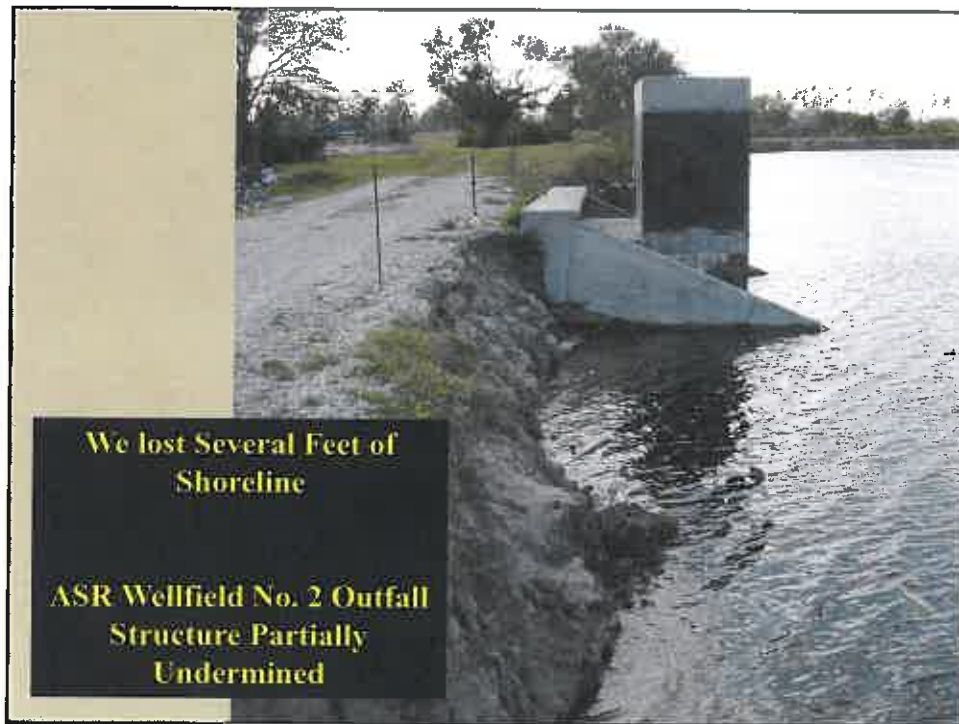
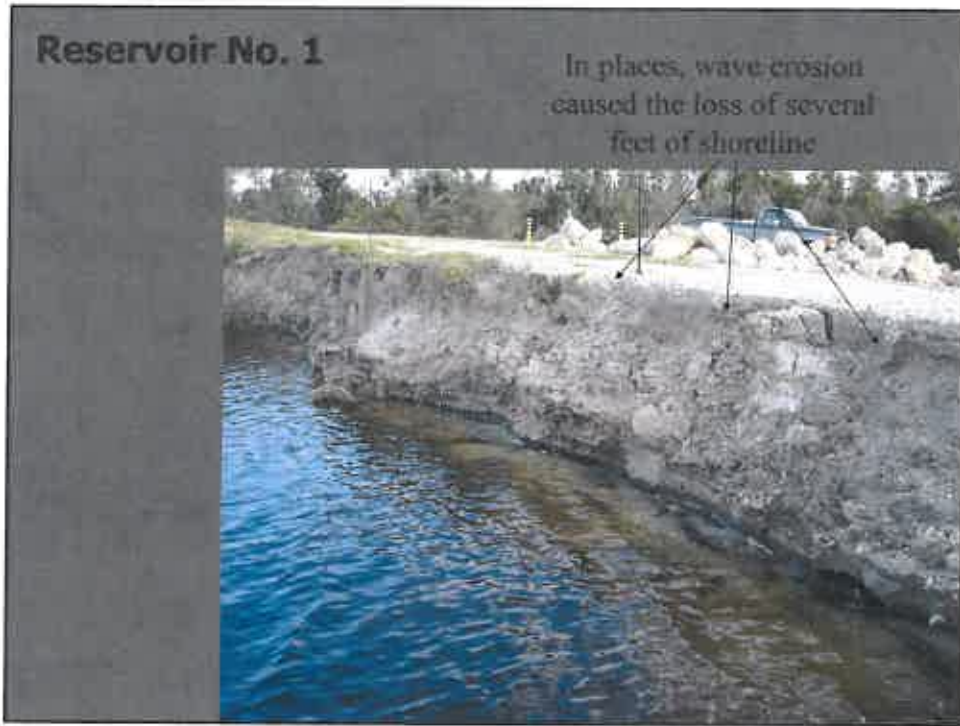


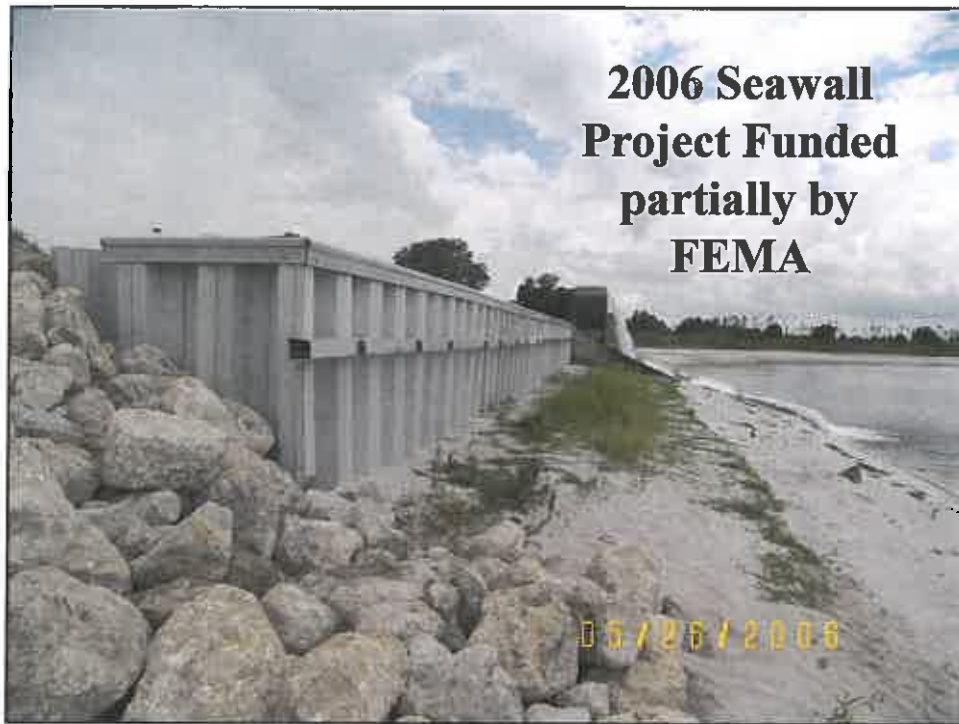


Reservoir No. 1
Some Major Projects – Past 10 Years









Dual Floating SST Aerators Replaced with More Efficient Linear Diffuser System



In 2009 an Overflow Weir and Armored Emergency Spillway Was Built as a Safety Feature





**After 2 Years of Operation, the Continuous Wavelets
Were Steadily Eroding the Embankment**



In 2011 We Added Armoring to the Reservoir No. 2 Outfall



Operational Concerns Reservoir No. 1

- The preceding projects represent R&R or Capital Improvement Projects for Reservoir No. 1
- Reservoir No. 1 also incurs ongoing costs in the following areas:
 - mowing
 - roadway maintenance
 - water quality testing
 - periodic erosion control protection repair
 - aeration system upkeep and repair
- However, it is essentially an in-ground lake built in the 1970's. Water is stored below grade and poses no risk to the public. Reservoir No. 1 has no permit or dam safety compliance monitoring requirements.

Routine Operational Concerns Reservoir No. 2

- Reservoir No. 2 has all of the same routine operational concerns as Reservoir No. 1 amplified because:
 - The perimeter berm includes 80+ acres of grass slope on an incline
 - Features requiring maintenance:
 - 5 miles of shell access road
 - 4 miles of drainage swale
 - dozens of culvert pipes
 - 7 miles of fence
 - 4 miles of submerged aeration diffuser line
 - More than 100 monitoring instruments and elements
 - 1,055 acres of mitigation improvement area



Unique Operational Concerns Reservoir No. 2

- In addition to routine operational concerns, Reservoir No. 2 stores water above grade. A Breach of the Embankment could cause flooding risk to people and property and so it is classified as a High Hazard Structure.
- This requires:
 - Significant compliance monitoring via instrumentation, physical inspections, survey verification and report development.
 - Periodic bathymetric surveys, underwater dive inspections and specialized safety training.
 - An Emergency Action Plan is updated and on file prescribing event-driven internal and external contact points.
 - Compulsory Annual Dam Safety Training for all essential personnel involved with operations and maintenance of the reservoir.
 - Involvement of a Third Party, Independent Expert Reviewer as an interface with FDEP.



Some Features/Activities Unique to Reservoir No. 2



end

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
June 1, 2016**

**REGULAR AGENDA
ITEM 5**

Orange Hammock Ranch Conservation

Presenter -

Patrick Lehman, Executive Director

Recommended Action -

Status Report. This item is presented for informational purposes. No Board action is required.

The Orange Hammock Property is located in southeastern Sarasota County within the limits of the City of North Port. The property is undeveloped and abuts the western boundary of the RV Griffin Reserve owned by SWFWMD and managed by the Authority for multiple uses including the regional reservoir and ASR Wellfield.

The Conservation Foundation of the Gulf Coast is facilitating a collaborative process of agencies for the purchase of the property, including Sarasota County, City of North Port and Southwest Florida Water Management District. Staff will give a presentation to provide information to the Board for discussion and direction. Christine Johnson, President of the Conservation Foundation of the Gulf Coast will be in attendance at the Authority's Board meeting.

TAB A
Letters of Support

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

HON. CHRISTOPHER G. CONSTANCE
CHARLOTTE COUNTY

HON. ELTON A. LANGFORD
DE SOTO COUNTY

HON. JOHN R. CHAPPIE
MANATEE COUNTY

HON. ALAN MAIO
SARASOTA COUNTY

PATRICK J. LEHMAN, PE., EXECUTIVE DIRECTOR

February 1, 2016

Christine P. Johnson, President
Conservation Foundation of the Gulf Coast
P.O. Box 902
Osprey, Florida 34229

Re: Orange Hammock Ranch Conservation

Dear Ms. Johnson:

On behalf of the Peace River Manasota Regional Water Supply Authority, we are pleased to provide our support for the permanent conservation of the entire 5,774 acre Orange Hammock Ranch property. Conserving Orange Hammock Ranch presents the opportunity to protect and enhance the region's drinking water supply while protecting irreplaceable habitat for a variety of wildlife and provide recreational opportunities.

The Orange Hammock Ranch abuts the RV Griffin Reserve owned by the Southwest Florida Water Management District and site of the Authority's water supply storage system including off-stream reservoir and aquifer storage recovery wells (ASR) through partnership with the District. The Authority's water supply system provides the bulk of drinking water supply to DeSoto, Charlotte and Sarasota Counties.

The Authority appreciates the opportunity to collaborate with the Conservation Foundation of the Gulf Coast and other participants on this issue.

Sincerely,



Christopher G. Constance
Chair

cc: Authority Board of Directors
Patrick Lehman, Authority Executive Director



SARASOTA COUNTY
"Dedicated to Quality Service"

BOARD OF COUNTY COMMISSIONERS
1660 Ringling Blvd., Sarasota, FL 34236
phone: 941-861-5344 fax: 941-861-5987

January 26, 2016

Christine P. Johnson, President
Conservation Foundation of the Gulf Coast
P.O. Box 902
Osprey, FL 34229

RE: Orange Hammock Ranch Conservation

Dear Ms. Johnson:

On behalf of the Sarasota County Commission, we are pleased to provide support for the permanent conservation of the entire 5,774 acre Orange Hammock Ranch property. Conserving Orange Hammock Ranch presents Sarasota County and the City of North Port with the significant opportunity to protect the quality and quantity of North Port's drinking water supply; help alleviate downstream flooding; protect irreplaceable habitat for a variety of wildlife; and provide recreational opportunities.

Protecting Orange Hammock Ranch has been a focus of conservation for almost twenty years. In 1988, the property was one of Sarasota County's original Protection Priority Sites because of its high ecological value. The Environmentally Sensitive Land Protection Oversight Committee (ESLOC) approved the acquisition of the property on October 7, 2010.

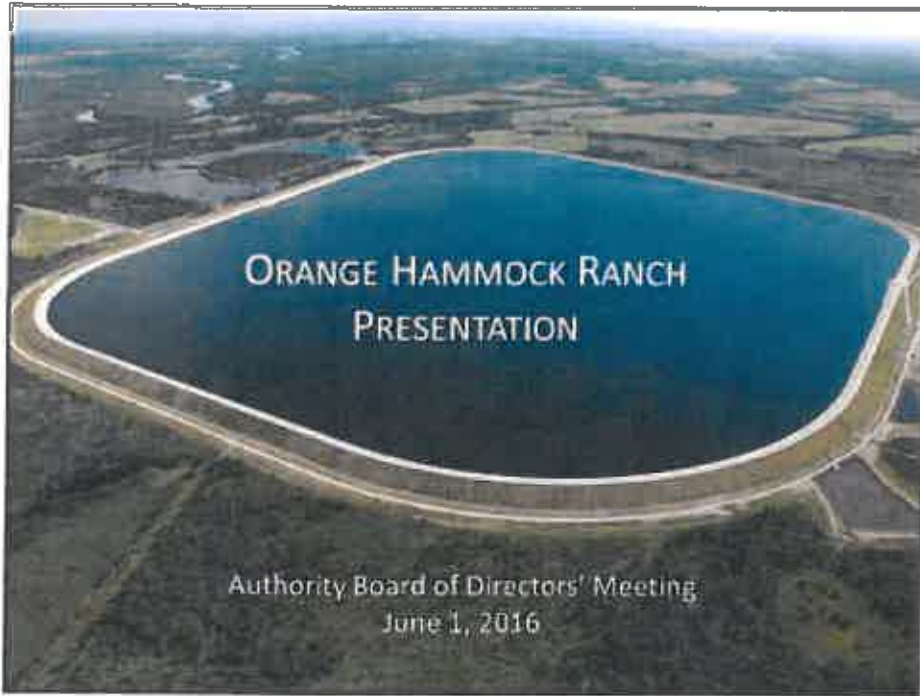
The Sarasota County Commission appreciates the long history of collaboration with Conservation Foundation of the Gulf Coast and asks that you please keep us informed on this issue.

Sincerely,

Alan Maio
Chairman

c: Sarasota County Commission
Thomas A. Harner, County Administrator
Lee Ann Lowery, Assistant County Administrator
Carolyn Brown, Director, Parks, Recreation, and Natural Resources

TAB B
Presentation Materials and Draft Fact Sheet



Orange Hammock Ranch

1992 SWFWMD Purchases RV Gaffin Reserve -- 9 Sq Miles in DeSoto Co

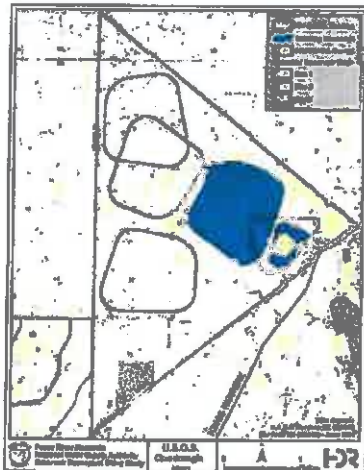
2016 PRMRWSA Water Supply Facilities on RV Gaffin Reserve

Orange Hammock Ranch



- RV Griffin Reserve covers 9 square miles owned by SWFWMD
- Multi-use property
- Easement granted to PRMRWSA for water resource development
- Mitigation site to restore lands
- Cattle lease for grazing
- Horse trails/passive recreation
- Model Airplane club
- Authority provides all land management

Orange Hammock Ranch



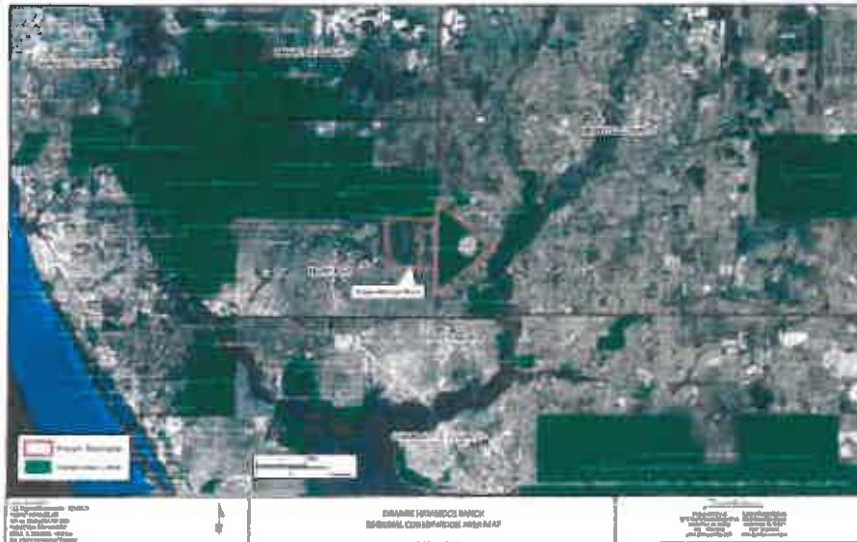
- The RV Griffin Reserve was acquired by SWFWMD for the expansion and protection of the Authority's water supply system.
- Current facilities include two reservoirs, ASR Wellfield and transmission pipelines.
- WUP provides for expansion of the ASR Wellfield on the property.
- The property can accommodate an additional reservoir in the future.

Orange Hammock Ranch

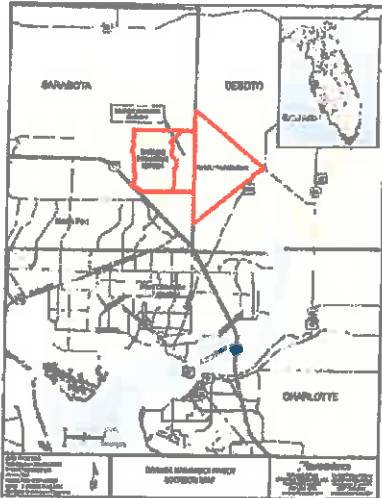


- The Orange Hammock Ranch is 5,774± acres, predominantly native tract of land within southeast Sarasota County and the City of North Port.

Orange Hammock Ranch

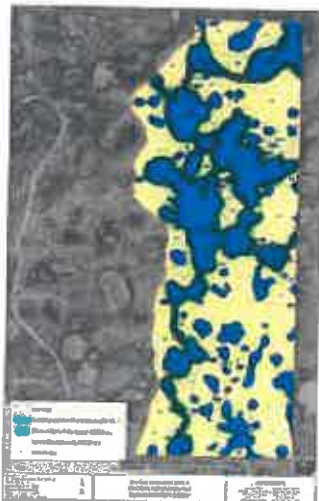


Orange Hammock Ranch



- Orange Hammock Ranch is located immediately west of, and adjacent to, the RV Griffin Reserve.
- Surface water from Orange Hammock Ranch drains to the Snover Waterway, tributary to Myakkahatchee Creek, the City's WTP water supply source.
- Orange Hammock Slough covers approximately the eastern third of the property containing wetlands that have been altered by ditching for drainage

Orange Hammock Ranch



- Conceptual restoration plan for Orange Hammock Slough could preserve and restore 1,976± acres, to mitigate water supply development on the RV Griffin Reserve

Orange Hammock Ranch

Benefits of Orange Hammock Ranch Preservation:

- Environmental buffer to the Authority's water supply infrastructure on RV Griffin Reserve;
- Protection of City of North Port surface water supply source;
- Protection of the Authority's Water Supply Storage (ASR Wellfield);
- Enhancement of City of North Port's Surface Water Supply;
- Flood Protection;
- Opportunity for environmental mitigation;
- Opportunity for hydrologic restoration;
- Improved surface water quality; and
- Wildlife habitat connectivity and recreational opportunities.



PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

Orange Hammock Ranch Conservation

Fact Sheet



Authority's Regional Water Supply Infrastructure

The RV Griffin Reserve (RVG) property is owned by the Southwest Florida Water Management District (SWFWMD) and contains the primary regional water supply facilities of the Peace River Manasota Regional Water Supply Authority (Authority).

Located in southwest DeSoto County, the RVG consists of approximately 5,913 acres (9 sq. miles) and was acquired by the SWFWMD in 1992 to accommodate the expansion and protection of the water supply facilities owned by the Authority. The Authority currently owns and operates two raw water supply reservoirs, an aquifer storage and recovery (ASR) wellfield and transmission pipeline facilities on the property. The Authority manages the RVG property in exchange for using the property for water supply facilities through easements granted by SWFWMD to the Authority for the entire RVG site.

The RVG is a multi-use property that in addition to water supply facilities includes mitigation sites, horse trails, cattle grazing and model airplane club facility (Exhibit A).

The Authority's water use permit (WUP) provides for expansion of the ASR Wellfield on the RVG. The recently completed Integrated Regional Water Supply Plan (April 2015) also provides for potential expansion of the reservoir system and development of brackish groundwater to optimize and expand the current water supply facilities. The RVG property can accommodate another reservoir in the future to provide additional raw water storage for the Authority. Engineering and hydrologic evaluation indicates that site conditions are suitable for construction of a future reservoir, similar in construction to the existing Reservoir No. 2 (Exhibit B). The primary constraints/considerations with respect to siting a new reservoir on the RVG are potential impacts to existing wetland habitats and floodplain areas. Siting of a new reservoir on the RVG property is feasible, provided sufficient acreage for wetland mitigation and floodplain compensation can be secured.

Orange Hammock Ranch

The Orange Hammock Ranch (OHR) property is 5,774± acres located within southeast Sarasota County and the City of North Port, Florida, east of I-75 (Exhibit C). The OHR property is on the Florida Forever Priority List and the SWFWMD has considered purchase of the property several times over the past two decades. Among considerations for the purchase of the OHR (e.g. natural system benefits), SWFWMD has previously cited benefits in relation to water supply, water quality, and flood protection.

Orange Hammock Ranch is a large, predominantly native tract of land abutting the DeSoto County line and adjacent to the RVG Reserve where the Authority has made significant investments in the protection of water resources and water supply infrastructure for the regional water supply system as discussed previously (Exhibit D). Regional infrastructure also includes the major transmission pipeline that traverses the OHR and supplies Sarasota County Utilities with the bulk of its drinking water supply.

Water Resources of Orange Hammock Ranch

Surface water runoff from the OHR property drains to the Snover Waterway, a tributary to Big Slough (aka Myakkahatchee Creek), and thus represents a source of water supply to the City of North Port. The most noteworthy water resource feature within the property is Orange Hammock Slough located on the eastern third of the OHR (Exhibit C).

Many of the wetlands on OHR have been altered by regional drainage and by ditching to drain wetlands and improve forage for cattle. A conceptual restoration plan developed by Authority consultants for Orange Hammock Slough portion of the OHR property would preserve and provide opportunities for the restoration of approximately 1,976 acres of the slough directly adjacent to the RVG (Exhibit E).

Restoration of Orange Hammock Slough has the ability to provide significant water management benefits to the region by potentially increasing storage capacity for flood attenuation in the City of North Port, improving groundwater recharge, and enhancing water quality for downstream users. In addition, the restoration could significantly enhance the quality of wildlife habitat, regional connectivity of wildlife corridors, and recreational opportunities. Restoration also has the potential to provide compensatory wetland mitigation and floodplain compensation within the OHR property for the siting of a future new reservoir on the RVG.

Benefit of Orange Hammock Ranch to Regional and Local Water Supply

In addition to being beneficial for natural systems and associated wildlife habitats, preservation of the existing OHR property presents local and regional opportunities for the protection and enhancement of existing water resources and supplies, facilitation of new potential water supplies, as well as the protection and potential enhanced flood protection within the City of North Port. The OHR property is located within the City of North Port's public water supply watershed and is in proximity to the Authority's water supply facilities on the adjacent RVG. The OHR property provides ground and surface water supply source protection and enhancement benefits for the RVG property, provides a buffer to existing reservoir and ASR operation, and could provide cost-effective mitigation credits necessary for future water supply projects including new reservoir, ASR wellfield expansion and/or brackish groundwater development on the RVG.

Highlights of Potential Orange Hammock Ranch Acquisition

- **Environmental Buffer to the Authority's Water Supply Infrastructure.** The OHR provides a buffer for existing regional water supply facilities and operations on the RVG including the Authority's ASR and raw water storage reservoirs, protecting the region's investment.
- **Protection of City of North Port Surface Water Supply Source.** Acquisition of the OHR property provides opportunities to protect the quantity and quality of the City of North Port's surface water supply source by maintaining and potentially restoring the natural condition and flow regimes of the site. Acquisition would also decrease potential for competition from a new water user thereby also assisting in protection of the City's existing legal water use.
- **Protection of the Authority's Water Supply Storage (ASR Wellfield).** Large scale groundwater withdrawals (such as those for the previously proposed development of OHR) have the potential

to impact the ASR Wellfield on the RVG. Acquisition of OHR would ensure protection of the Authority's ASR Wellfield, and support potential expansion of the ASR Wellfield in the future.

- **Enhancement of the City of North Port's Surface Water Supply.** Purchase of the OHR could also provide opportunities to enhance the reliability of the City of North Port's surface water supply source with the potential capture and storage of surface water from the OHR during high flow periods.
- **Flood Protection.** Protection of the extensive OHR floodplain could contribute towards potential flood insurance premium discounts for the citizens of North Port through the FEMA Community Rating System credits.
- **Opportunity for Environmental Mitigation.** Restoration of the Orange Hammock Slough provides opportunity to generate cost-effective compensatory wetland mitigation credit that could offset wetland impacts associated with potential future water supply projects such as a new regional reservoir on the RVG.
- **Opportunity for Hydrologic Restoration.** Current site conditions afford considerable opportunity for improvement through appropriate hydrological restoration, enhancement of the natural communities, preservation, and long-term management.
- **Improved Surface Water Quality.** Restoration of natural and historic storage systems in the OHR lengthen the duration of inundation enhancing surficial aquifer recharge and extending water detention times. The former could improve groundwater supply sustainability and the later could improve surface water quality leaving the site.
- **Wildlife Habitat Connectivity and Recreational Opportunities.** The OHR property could provide low-cost passive use opportunities that would enhance or limit disturbance to the natural attributes of the land. The property's connectivity with other public lands provides the added benefit of continuity of a regional wildlife corridor and recreational opportunities extending through Sarasota County to the Peace River in DeSoto County (Exhibit F).

Summary

Public ownership of the Orange Hammock Ranch offers benefits to both regional and local drinking water supply, protecting existing water supply infrastructure and operations, and facilitating opportunities for development of future regional water supply projects on the adjacent RV Griffin Reserve to meet future public water supply needs of the region as well as protection and enhancement of the City of North Port's drinking water supply from Myakkahatchee Creek. Acquisition of Orange Hammock Ranch would also offer other significant public and environmental benefits in the region, including wildlife habitat connectivity, recreational opportunities and enhanced flood protection.

Contact

Patrick Lehman, Executive Director

plehman@regionalwater.org

Peace River Manasota Regional Water Supply Authority

9415 Town Center Parkway

Lakewood Ranch, FL 34202

Tele: 941-316-1776

Exhibit A. RV Griffin Reserve Site Map

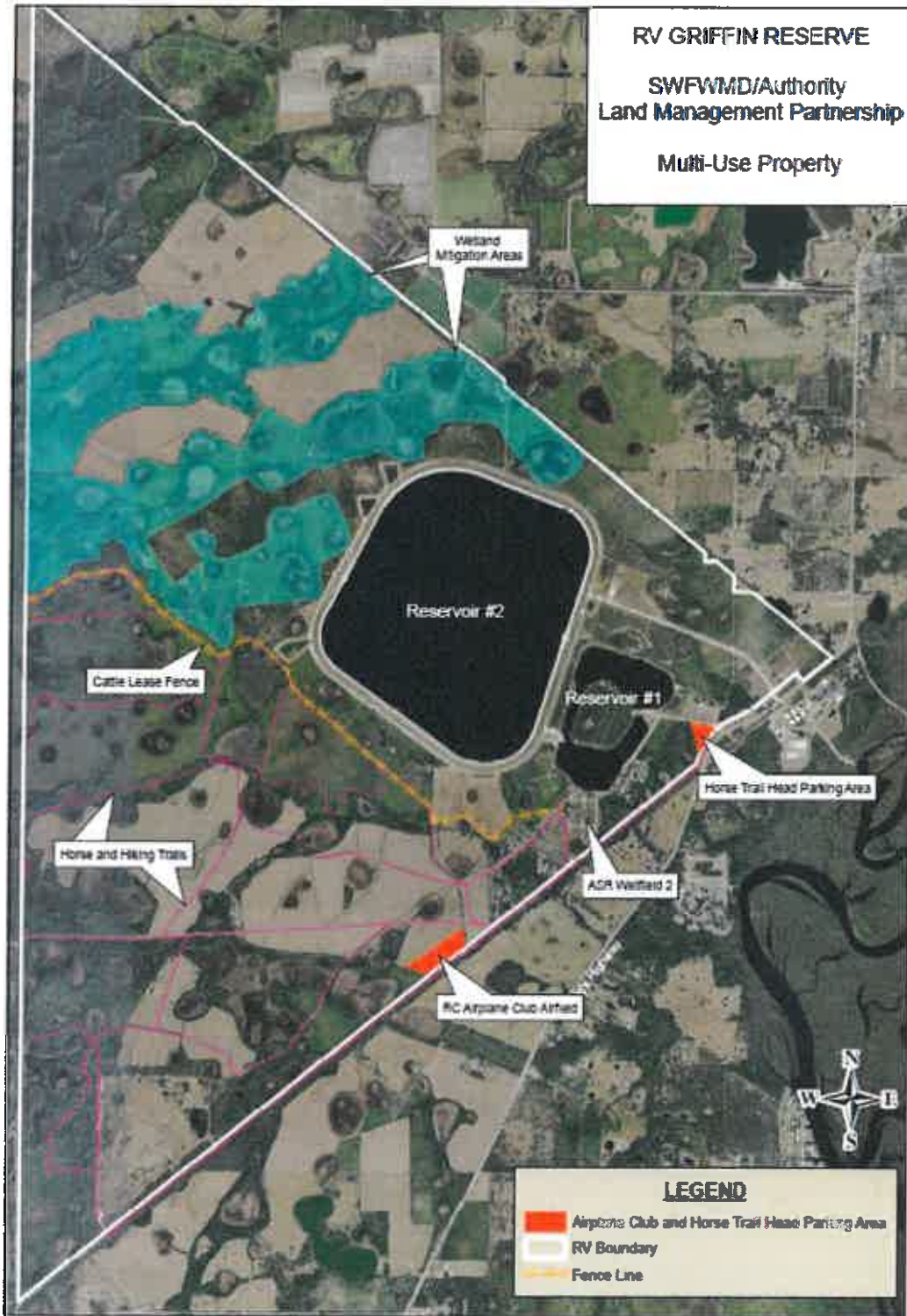


Exhibit B. Conceptual Future Reservoir Siting on RV Griffin Reserve

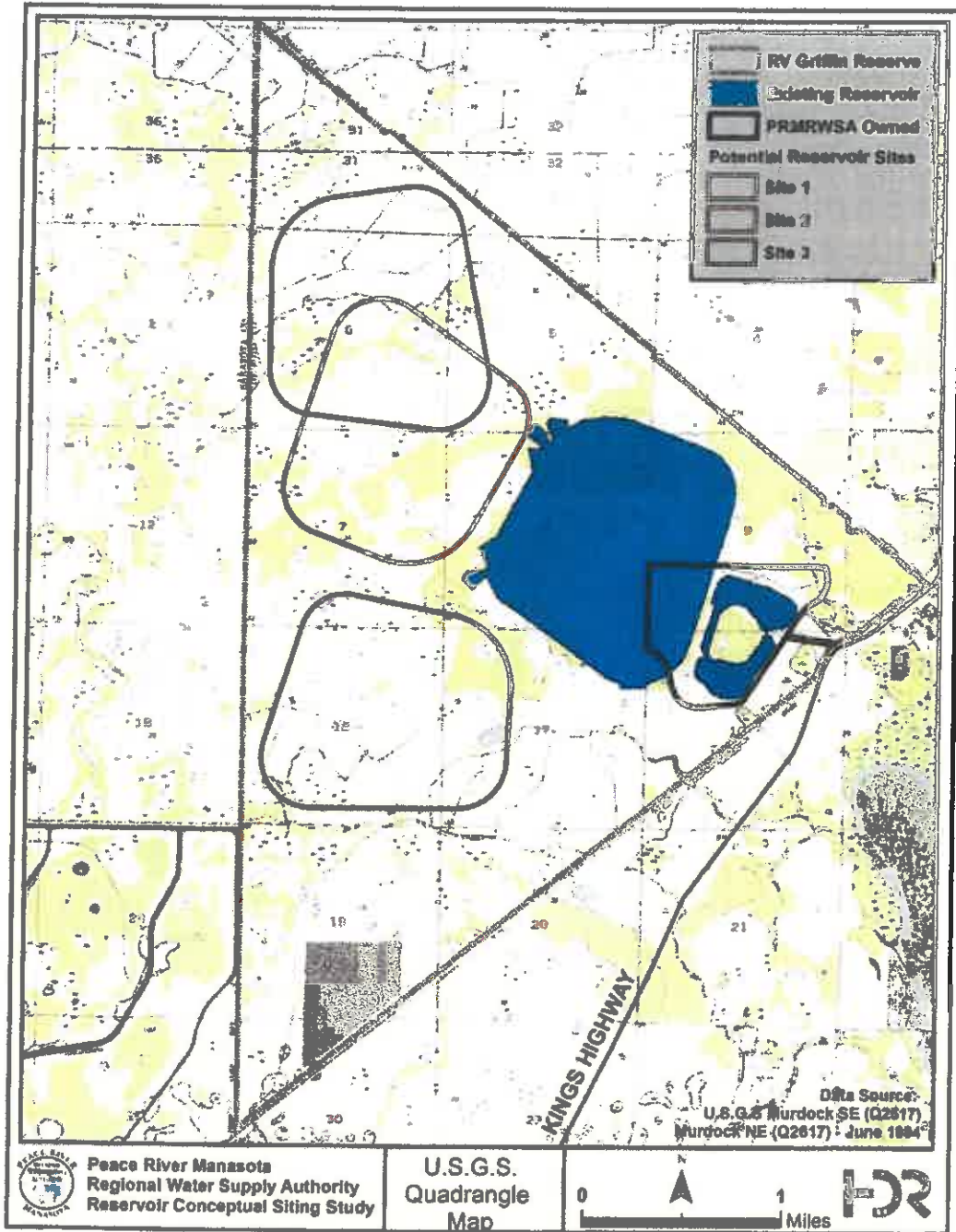


Exhibit C. Orange Hammock Ranch Location Map



Exhibit D. Orange Hammock Ranch Aerial Map

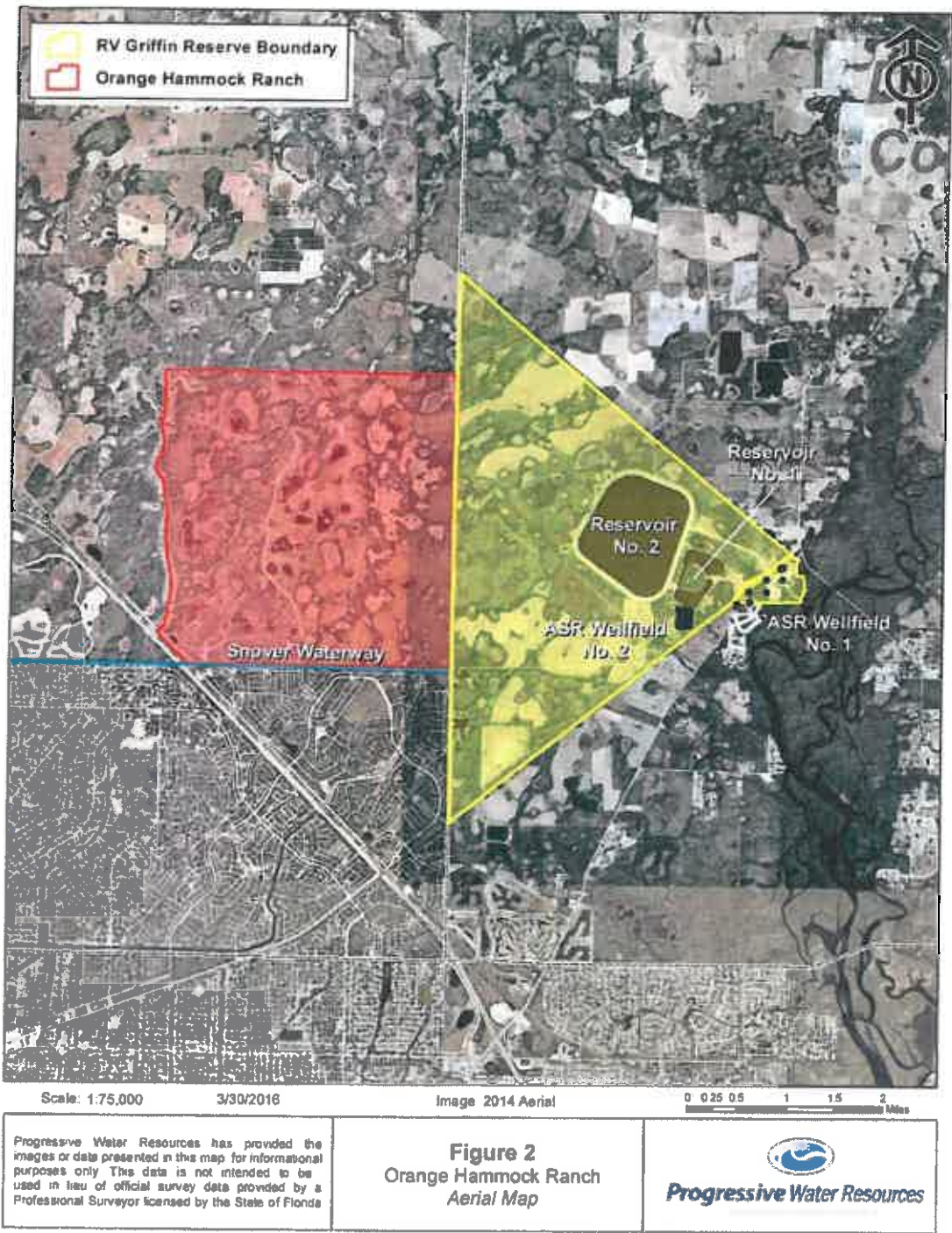


Figure 2
Orange Hammock Ranch
Aerial Map

Exhibit E. Potential Restoration Map of Orange Hammock Slough

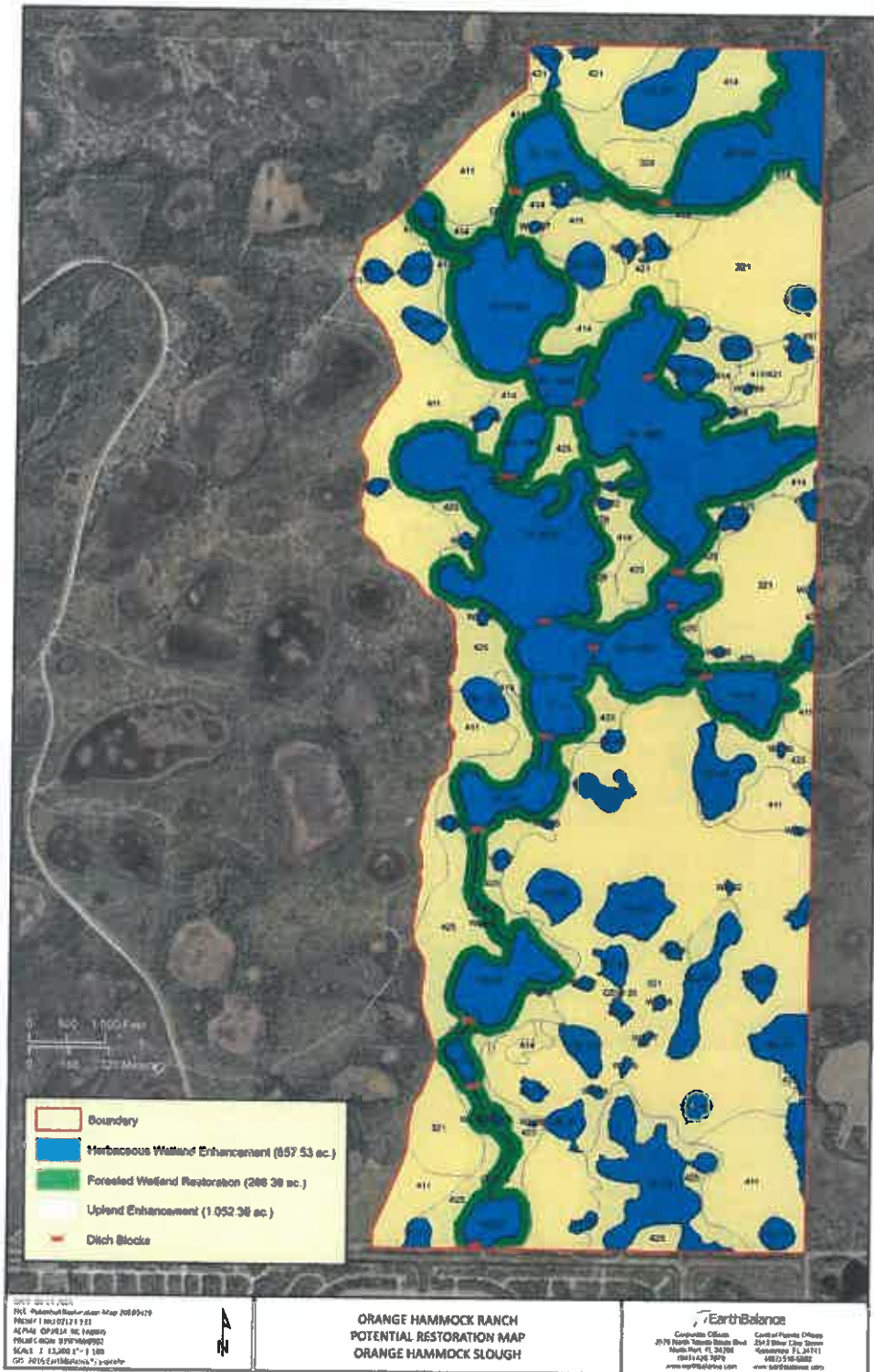
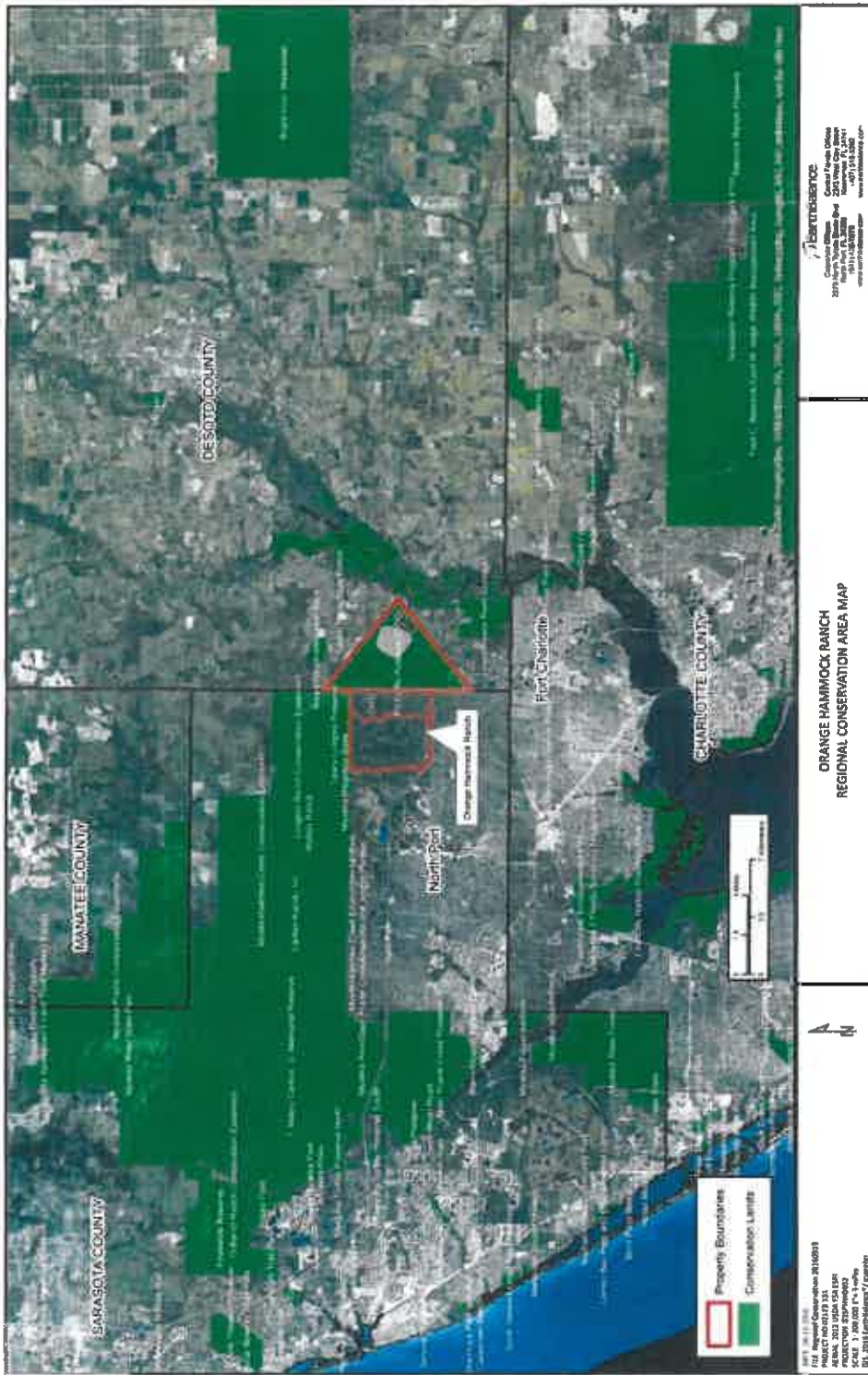


Exhibit F. Regional Conservation Area Map



PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
June 1, 2016

REGULAR AGENDA
ITEM 6

**FDEP Tri-Party Funding Agreement for
Punta Gorda RO Project / Authority Phase 1 Interconnect Project**

Presenter -

Mike Coates, Deputy Director

Recommended Action -

Motion to approve and authorize Executive Director to execute DEP Agreement No. LP08032 for state financial assistance up to \$4,000,000 for the 'Punta Gorda Reverse Osmosis Water Treatment Plant and Brackish Groundwater Supply Project'.

A tri-party agreement has been developed between the State of Florida, City of Punta Gorda and the Authority to administer the \$4,000,000, FY 2015-2016 General Appropriations Act Line Item 1662A funding for the 'Punta Gorda Reverse Osmosis Water Treatment Plant and Brackish Groundwater Supply Project'. In accordance with the December 2015 Interlocal Agreement between the City of Punta Gorda and the Authority these state funds are to be applied as part of Punta Gorda's share of the Phase 1 Interconnect project. The attached tri-party agreement recognizes the Phase 1 Interconnect as an expense associated with the Punta Gorda RO project, designates the Authority as the "Grantee" for those funds and authorizes the state funds to be paid directly to the Authority for work satisfactorily completed on the Phase 1 Interconnect project.

The tri-party agreement is included in Tab a. The December 2015 Interlocal Agreement between the Authority and the City of Punta Gorda is in Tab b.

Budget Action – No action needed.

TAB A
FDEP Agreement No. LP08032

DEP AGREEMENT NO. LP08032
STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
DIVISION OF WATER RESTORATION ASSISTANCE
GRANT AGREEMENT
PURSUANT TO LINE ITEM 1662A OF THE FY2015-2016 GENERAL APPROPRIATIONS ACT

THIS AGREEMENT is entered into between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, whose address is 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000 (hereinafter referred to as the "Department"), the CITY OF PUNTA GORDA, whose address is 326 West Marion Avenue, Punta Gorda, Florida 33950 (hereinafter referred to as "City"), and the PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY, whose address is 9415 Town Center Parkway, Lakewood Ranch, Florida 34202 (hereinafter referred to as "Grantee"), to provide financial assistance for the Punta Gorda Reverse Osmosis Water Treatment Plant and Brackish Groundwater Supply Project ("RO Project").

WHEREAS, the Legislative appropriation pursuant to Line Item 1662A of the 2015-2016 General Appropriations Act was to the City for the RO Project; and

WHEREAS, an expense of the RO Project is an associated pipeline project being constructed by the Peace River Manasota Regional Water Supply Authority that provides a "plant-to-plant" interconnection between its regional water supply system and the City's water supply system ("Pipeline Project"); and

WHEREAS, the City has contracted with the Peace River Manasota Regional Water Supply Authority to construct, own and operate the Pipeline Project, and desires that the cost-reimbursement payments be made directly to the Peace River Manasota Regional Water Supply Authority; and

WHEREAS, the Department is agreeable to making the cost-reimbursement payments directly to the Peace River Manasota Regional Water Supply Authority; and

WHEREAS, the City and the Peace River Manasota Regional Water Supply Authority agree that the Peace River Manasota Regional Water Supply Authority may submit its invoices directly to the Department for cost-reimbursement payments without a requirement that the City approve the Peace River Manasota Regional Water Supply Authority's invoices; and

WHEREAS, the Department, the City and the Peace River Manasota Regional Water Supply Authority all agree the best approach is a three-party grant agreement describing these roles, and declaring the Peace River Manasota Regional Water Supply Authority as the "Grantee".

NOW, THEREFORE, in consideration of the mutual benefits to be derived here from, the Department, the City, and the Grantee do hereby agree as follows:

1. Duties of the Department, the City and the Grantee shall be as follows:
 - A. The Grantee does hereby agree to perform in accordance with the terms and conditions set forth in this Agreement, **Attachment A, Grant Work Plan**, and all attachments and exhibits named herein which are attached hereto and incorporated by reference. For purposes of this Agreement, the terms "Grantee" and "Recipient" are used interchangeably.
 - B. The Grantee shall submit invoices to the Department directly for cost-reimbursement payments.
 - C. The Department shall be responsible for processing satisfactory invoices as approved by the Department for payment.

2. This Agreement shall begin July 1, 2015 and shall remain in effect until March 31, 2019. The Grantee shall be eligible for reimbursement for work performed on or after July 1, 2015 through the expiration date of this Agreement. This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
3.
 - A. As consideration for the satisfactory completion of services rendered by the Grantee under the terms of this Agreement, the Department shall pay the Grantee on a cost reimbursement basis up to a maximum of \$4,000,000. It is understood that any additional funds necessary for the completion of this project are the responsibility of the Grantee. The parties hereto understand and agree that this Agreement does not require a match on the part of the Grantee or the City.
 - B. Prior written approval from the Department's Grant Manager shall be required for changes to this Agreement. Changes to approved budget categories within a single deliverable that are less than 10% of the total approved deliverable budget amount will require a formal Change Order to the Agreement. Changes that are 10% or greater of the total approved deliverable budget amount, or changes that transfer funds from one deliverable to another deliverable, or changes that increase or decrease the project's total funding amount will require a formal Amendment to the Agreement.
 - C. The Grantee shall be reimbursed on a cost reimbursement basis for all eligible project costs upon the completion, submittal and approval of each deliverable identified in Attachment A, in accordance with the schedule therein. Reimbursement shall be requested utilizing **Attachment B, Payment Request Summary Form**. To be eligible for reimbursement, costs must be in compliance with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: http://www.myfloridacfo.com/aadir/reference_guide/. All invoices for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. A final payment request should be submitted to the Department no later than sixty (60) calendar days following the completion date of the Agreement, to assure the availability of funds for payment. All work performed pursuant to Attachment A must be performed on or before the completion date of the Agreement, and the subsequent sixty-day period merely allows the Grantee to finalize invoices and backup documentation to support the final payment request.
 - D. The State Chief Financial Officer requires detailed supporting documentation of all costs under a cost reimbursement agreement. In accordance with the **Attachment C, Contract Payment Requirements**, the Grantee shall comply with the minimum requirements set forth therein. The Payment Request Summary Form shall be accompanied by supporting documentation and other requirements as follows for each deliverable:
 - i. Contractual (Subcontractors) - Reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from the Grantee. Subcontracts that involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours/time spent on the project. All multipliers used (i.e. fringe benefits, overhead, and/or general and administrative rates) shall be supported by audit. If the Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, the Grantee shall be required to reimburse such funds to the Department within thirty (30) days of written notification. Interest on the excessive charges shall be calculated based on the prevailing rate used by the State Board of Administration. For fixed price (vendor) subcontracts, the following provisions shall apply:
 - a. The Grantee may award, on a competitive basis, fixed price subcontracts to consultants/contractors in performing the work described in Attachment A. Invoices submitted to the Department for fixed price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the

tabulation form for the competitive procurement process (Invitation to Bid or Request for Proposals) resulting in the fixed price subcontract.

- b. The Grantee may request approval from the Department to award a fixed price subcontract resulting from procurement methods other than those identified in the paragraph above. In this instance, the Grantee shall request the advance written approval from the Department's Grant Manager of the fixed price negotiated by the Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of the Department approval of the fixed price amount, the Grantee may proceed in finalizing the fixed price subcontract.
 - c. All subcontracts are subject to the provisions of paragraph 12 and any other appropriate provisions of this Agreement which affect subcontracting activities.
- E. In addition to the invoicing requirements contained in paragraphs 3.C. and D. above, the Department will periodically request proof of a transaction (invoice, payroll register, etc.) to evaluate the appropriateness of costs to the Agreement pursuant to State and Federal guidelines (including cost allocation guidelines), as appropriate. This information, when requested, must be provided within thirty (30) calendar days of such request. The Grantee may also be required to submit a cost allocation plan to the Department in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). State guidelines for allowable costs can be found in the Department of Financial Services' Reference Guide for State Expenditures at <http://www.fldfs.com/aadir/reference%5Fguide>.
- F. It is hereby understood and agreed by all the parties hereto that the Grantee is not required to submit invoices to the City for review and approval. Upon submission of invoices to the Department, payment for invoices shall be made to the Grantee. It is hereby acknowledged by the City and Grantee that the Department's obligation shall be satisfied upon payment to the Grantee.
- G. i. The accounting systems for the Grantee must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. The Grantee is prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, the Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
- ii. If the Department finds that these funds have been commingled, the Department shall have the right to demand a refund, either in whole or in part, of the funds provided to the Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from the Department, shall refund, and shall forthwith pay to the Department the amount of money demanded by the Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from the Department by the Grantee to the date repayment is made by the Grantee to the Department.
- iii. In the event that the Grantee recovers costs incurred under this Agreement and reimbursed by the Department from another source(s), the Grantee shall reimburse the Department for all recovered funds originally provided under this Agreement. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of

Administration. Interest shall be calculated from the date(s) the payment(s) are recovered by the Grantee to the date repayment is made to the Department by the Grantee.

4. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. The parties hereto understand that this Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and payment associated therewith may be rescinded with proper notice at the discretion of the Department if Legislative appropriations are reduced or eliminated
5. The Grantee shall utilize Attachment D, Progress Report Form, to describe the work performed during the reporting period, problems encountered, problem resolution, schedule updates and proposed work for the next reporting period. Quarterly reports shall be submitted to the Department's Grant Manager no later than twenty (20) calendar days following the completion of the quarterly reporting period. It is hereby understood and agreed by the parties that the term "quarterly" shall reflect the calendar quarters ending March 31, June 30, September 30 and December 31. The Department's Grant Manager shall have thirty (30) calendar days to review the required reports and deliverables submitted by the Grantee.
6.
 - A. Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement to a maximum of ____%. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
 - B. Department reserves the right to withhold payment of retainage for Grantee's failure to respond to or correct identified deficiencies within the timeframe stipulated in **Attachment A, Grant Work Plan**. Department shall provide written notification to Grantee of identified deficiencies and Department's intent to withhold retainage. Grantee's failure to rectify the identified deficiency within the timeframe stated in Department's notice will result in forfeiture of retainage by Grantee.
 - C. If Grantee fails to perform the requested work, or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment for the work and the retainage called for under the entire **Attachment A, Grant Work Plan**. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed.
 - D. No retainage shall be released or paid for uncompleted work while this Agreement is suspended.
 - E. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held, in accordance with paragraph 3 above.
7. Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, Florida Statutes. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract or this Agreement.
8.
 - A. The Department may terminate this Agreement at any time if any warranty or representation made by Grantee in this Agreement or in its application for funding shall at any time be false or misleading in any respect, or in the event of the failure of the Grantee to fulfill any of its obligations under this Agreement. Prior to termination, the Department shall provide thirty (30) calendar days written notice of its intent to terminate and shall provide the Grantee an opportunity to consult with the Department regarding the reason(s) for termination.
 - B. The Department may terminate this Agreement for convenience by providing the Grantee with thirty (30) calendar day's written notice. If the Department terminates the Agreement for convenience, the Department shall notify the Grantee of such termination, with instructions as to

the effective date of termination or specify the stage of work at which the Agreement is to be terminated. If the Agreement is terminated before performance is completed, the Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated.

- C. Records made or received in conjunction with this Agreement are public records. This Agreement may be unilaterally canceled by the Department for unlawful refusal by the Grantee to allow public access to all documents, papers, letters, or other material made or received by the Grantee in conjunction with this Agreement and subject to disclosure under Chapter 119, Florida Statutes (F.S.), and Section 24(a), Article I, Florida Constitution.
 - D. If a force majeure occurs that causes delays or the reasonable likelihood of delay in the fulfillment of the requirements of this Agreement, the Grantee shall promptly notify the Department orally. Within seven (7) calendar days, the Grantee shall notify the Department in writing of the anticipated length and cause of the delay, the measures taken or to be taken to minimize the delay and the Grantee's intended timetable for implementation of such measures. If the parties agree that the delay or anticipated delay was caused, or will be caused by a force majeure, the Department may, at its discretion, extend the time for performance under this Agreement for a period of time equal to the delay resulting from the force majeure upon execution of an amendment to this Agreement. Such agreement shall be confirmed by letter from the Department accepting, or if necessary, modifying the extension. A force majeure shall be an act of God, strike, lockout, or other industrial disturbance, act of the public enemy, war, blockade, public riot, lightning, fire, flood, explosion, failure to receive timely necessary third party approvals through no fault of the Grantee, and any other cause, whether of the kind specifically enumerated herein or otherwise, that is not reasonably within the control of the Grantee and/or the Department. The Grantee is responsible for the performance of all services issued under this Agreement. Failure to perform by the Grantee's consultant(s) or subcontractor(s) shall not constitute a force majeure event.
9. No payment will be made for deliverables deemed unsatisfactory by the Department. In the event that a deliverable is deemed unsatisfactory by the Department, the Grantee shall re-perform the services needed for submittal of a satisfactory deliverable, at no additional cost to the Department, within ten (10) days of being notified of the unsatisfactory deliverable. If a satisfactory deliverable is not submitted within the specified timeframe, the Department may, in its sole discretion, either: 1) terminate this Agreement for failure to perform, or 2) the Department Grant Manager may, by letter specifying the failure of performance under this Agreement, request that a proposed Corrective Action Plan (CAP) be submitted by the Grantee to the Department. All CAPs must be able to be implemented and performed in no more than sixty (60) days.
- A. A CAP shall be submitted within ten (10) calendar days of the date of the letter request from the Department. The CAP shall be sent to the Department Grant Manager for review and approval. Within ten (10) calendar days of receipt of a CAP, the Department shall notify the Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, the Grantee shall have ten (10) calendar days from receipt of the Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain the Department approval of a CAP as specified above shall result in the Department's termination of this Agreement for cause as authorized in this Agreement.
 - B. Upon the Department's notice of acceptance of a proposed CAP, the Grantee shall have ten (10) calendar days to commence implementation of the accepted plan. Acceptance of the proposed CAP by the Department does not relieve the Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, the Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by the Department or steps taken by the Grantee shall preclude the Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. If requested by the Department Grant Manager, the Grantee shall submit reports on the progress of the CAP to the Department.

- C. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by the Department may result in termination of the Agreement.

The remedies set forth above are not exclusive and the Department reserves the right to exercise other remedies in addition to or in lieu of those set forth above as permitted by the Agreement.

- 10.
 - A. The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event any work is subcontracted, the Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.
 - B. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the Department's Inspector General in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its subcontracts issued under this Grant, if any, impose this requirement, in writing, on its subcontractors.
- 11.
 - A. In addition to the requirements of the preceding paragraph, the Grantee shall comply with the applicable provisions contained in **Attachment E, Special Audit Requirements**, attached hereto and made a part hereof. **Exhibit 1 to Attachment E** summarizes the funding sources supporting the Agreement for purposes of assisting the Grantee in complying with the requirements of **Attachment E**. A revised copy of **Exhibit 1** must be provided to the Grantee for each amendment that authorizes a funding increase or decrease. If the Grantee fails to receive a revised copy of **Exhibit 1**, the Grantee shall notify the Department's Grants Development and Review Manager at (850) 245-2361 to request a copy of the updated information.
 - B. The Grantee is hereby advised that the Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. The Grantee shall consider the type of financial assistance (federal and/or state) identified in **Exhibit 1 to Attachment E** when making its determination. For federal financial assistance, the Grantee shall utilize the guidance provided under OMB Circular A-133, Subpart B, Section __.210 for determining whether the relationship represents that of a subrecipient or vendor. For state financial assistance, the Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs. Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website:

<https://apps.fldfs.com/fsaa>

The Grantee should confer with its chief financial officer, audit director or contact the Department for assistance with questions pertaining to the applicability of these requirements.

- 12.
 - A. The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager. The Grantee shall submit a copy of the executed subcontract to the Department within ten (10) days after execution. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement. The Grantee agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Grantee that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

- B. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. A list of minority owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
13. A. Pursuant to Section 255.0991, F.S., for a competitive solicitation for construction services in which 50 percent or more of the cost will be paid from state-appropriated funds which have been appropriated at the time of the competitive solicitation, a state, college, county, municipality, school district, or other political subdivision of the state may not use a local ordinance or regulation that provides a preference based upon:
- i. The contractor's maintaining an office or place of business within a particular local jurisdiction; or
 - ii. The contractor's hiring employees or subcontractors from within a particular local jurisdiction; or
 - iii. The contractor's prior payment of local taxes, assessments, or duties within a particular local jurisdiction.
- B. For any competitive solicitation that meets the criteria in Paragraph A., a state college, county, municipality, school district, or other political subdivision of the state shall disclose in the solicitation document that any applicable local ordinance or regulation does not include any preference that is prohibited by Paragraph A.
14. In accordance with Section 216.347, F.S., the Grantee is hereby prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency. Further, in accordance with Section 11.062, F.S., no state funds, exclusive of salaries, travel expenses, and per diem, appropriated to, or otherwise available for use by, any executive, judicial, or quasi-judicial department shall be used by any state employee or other person for lobbying purposes.
15. The Grantee shall comply with all applicable federal, state and local rules and regulations in providing services to the Department under this Agreement. The Grantee acknowledges that this requirement includes, but is not limited to, compliance with all applicable federal, state and local health and safety rules and regulations. The Grantee further agrees to include this provision in all subcontracts issued as a result of this Agreement.
16. All notices and written communication between the parties shall be sent by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient.
17. The Department's Grant Manager (which may also be referred to as the Department's Project Manager) for this Agreement is identified below.

Greg Alfsen	
Florida Department of Environmental Protection	
Division of Water Restoration Assistance	
3900 Commonwealth Boulevard, MS# 3505	
Tallahassee, Florida 32399-3000	
Telephone No.:	(850) 245-2983
E-mail Address:	Greg.Alfsen@dep.state.fl.us

18. The City's Grant Manager for this Agreement is identified below.

Howard Kunik, City Manager	
City of Punta Gorda	
326 West Marion Avenue	
Punta Gorda, Florida 33950	
Telephone No.:	(941) 575-3302
Fax No.:	(941) 575-3310
E-mail Address:	hkunik@cipunta-gorda.fl.us

19. The Grantee's Grant Manager for this Agreement is identified below:

Mike Coates, Deputy Director	
Peace River Manasota Regional Water Supply Authority	
9415 Town Center Parkway	
Lakewood Ranch, Florida 34202	
Telephone No.:	(941) 316-1776
E-mail Address:	Mcoates@regionalwater.org

20. To the extent required by law, the City and Grantee will secure and maintain insurance coverages in the amounts and categories specified below, during the life of this Agreement. The City and the Grantee shall provide documentation of any private insurance or self-insurance, as may be applicable to governmental entities, to the Department's Grant Manager *prior to* performance of any work pursuant to this Agreement.

- A. The City and the Grantee shall secure and maintain Workers' Compensation Insurance for all of its employees connected with the work of this project and, in case any work is subcontracted, the Grantee shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of its employees unless such employees are covered by the protection afforded by the Grantee. Any self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes, the Grantee shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of its employees not otherwise protected.
- B. The Grantee shall secure and maintain, and ensure that any of its subcontractors similarly secure and maintain, Commercial General Liability insurance including bodily injury and property damage. The minimum limits of liability shall be \$200,000 each individual's claim and \$300,000 each occurrence. This insurance will provide coverage for all claims that may arise from the services and/or operations completed under this Agreement, whether such services and/or operations are by the Grantee or any of its subcontractors. Such insurance shall include the State of Florida, the Department, and the State of Florida Board of Trustees of the Internal Improvement Trust Fund, as Additional Insureds for the entire length of the Agreement.
- C. The Grantee shall secure and maintain, and ensure that any of its subcontractors similarly secure and maintain, Commercial Automobile Liability insurance for all claims which may arise from the services and/or operations under this Agreement, whether such services and/or operations are by the Grantee or any of its subcontractors. Such insurance shall include the State of Florida, the Department, and the State of Florida Board of Trustees of the Internal Improvement Trust Fund, as

Additional Insureds for the entire length of the Agreement. The minimum limits of liability shall be as follows:

\$300,000 Automobile Liability Combined Single Limit for Company-Owned Vehicles, if applicable

\$300,000 Hired and Non-owned Automobile Liability Coverage

- D. If any work proceeds over or adjacent to water, the Grantee shall secure and maintain, as applicable, any other type of required insurance, including but not limited to Jones Act, Longshoreman's and Harbormaster's, or the inclusion of any applicable rider to worker's compensation insurance, and any necessary watercraft insurance, with limits of not less than \$300,000 each. In addition, the Grantee shall include these requirements in any sub grant or subcontract issued for the performance of the work specified in **Attachment A, Grant Work Plan**. Questions concerning required coverage should be directed to the U.S. Department of Labor (<http://www.dol.gov/owcp/dlhwc/lscntac.htm>) or to the parties' insurance carriers.
- E. All insurance policies shall be with insurers licensed or eligible to do business in the State of Florida. The Grantee's current certificate of insurance shall contain a provision that the insurance will not be canceled for any reason except after thirty (30) calendar days' written notice (with the exception of non-payment of premium which requires a 10-calendar-day notice) to the Department's Procurement Administrator. In addition, the Grantee shall include these requirements in any sub grant or subcontract issued for the performance of the work specified in **Attachment A, Grant Work Plan**.
- F. If the Grantee is a Florida governmental entity that is self-funded for liability insurance, this paragraph 18.F. supersedes 18.A. through E., above.
- Grantee warrants and represents that it is self-funded for liability insurance, appropriate and allowable under Florida law, and that such self-insurance offers protection applicable to the Grantee's officers, employees, servants and agents while acting within the scope of their employment with the Grantee.
21. Both the Grantee and the City covenants that it presently has no interest and shall not acquire any interest that would conflict in any manner or degree with the performance of services required.
22. Reimbursement for equipment purchases costing \$1,000 or more is not authorized under the terms and conditions of this Agreement.
23. The Department may at any time, by written Change Order, make any change in the Grant Manager information, task timelines within the current authorized Agreement period, or make changes that are less than 10% of the total approved deliverable budget (per Paragraph 3). All Change Orders are subject to the mutual agreement of both parties as evidenced in writing. Any change which causes an increase or decrease in the Agreement amount, expiration date of the Agreement, or deliverable costs that are equal to or greater than 10% of the total approved deliverable budget (per Paragraph 3), shall require formal Amendment to this Agreement.
24. The employment of unauthorized aliens by any Grantee/vendor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Grantee/vendor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

25.
 - A. No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
 - B. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.
26. Land acquisition is not authorized under the terms of this Agreement.
27. As applicable, Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, including by any of the following methods:
 - A. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents; and
 - B. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and
 - C. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
28. This Agreement, and any Amendment or Change Order thereto, may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.
29. This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. Any action hereon or in connection herewith shall be brought in Leon County, Florida.
30. This Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement, unless otherwise provided herein.
31. If the Peace River Manasota Regional Water Supply Authority is not able to commence and complete the project pursuant to this Agreement, the parties shall amend this Agreement to remove the Peace River Manasota Regional Water Supply Authority as a party and to provide for the funding of the RO Project excluding the Pipeline Project component.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed, the day and year last written below.

PEACE RIVER MANASOTA
REGIONAL WATER SUPPLY AUTHORITY

STATE OF FLORIDA DEPARTMENT
ENVIRONMENTAL PROTECTION

By: _____
Title:

By: _____
Secretary or designee

Date: _____

Date: _____

FEID No.:

Greg Alfsen, DEP Grant Manager

PUNTA GORDA CITY COUNCIL

DEP QC Reviewer

By: _____
Rachel Keesling, Mayor

Date: _____

ATTEST:

By: _____
Karen Smith, City Clerk

*For Agreements with governmental boards/commissions: If someone other than the Chair signs this Agreement, a resolution, statement or other document authorizing that person to sign the Agreement on behalf of the Grantee must accompany the Agreement.

List of attachments/exhibits included as part of this Agreement:

Specify Type	Letter/ Number	Description (include number of pages)
<u>Attachment</u>	<u>A</u>	<u>Grant Work Plan (6 Pages)</u>
<u>Attachment</u>	<u>B</u>	<u>Payment Request Summary Form (2 Pages)</u>
<u>Attachment</u>	<u>C</u>	<u>Contract Payment Requirements (1 Page)</u>
<u>Attachment</u>	<u>D</u>	<u>Progress Report Form (1 Page)</u>
<u>Attachment</u>	<u>E</u>	<u>Special Audit Requirements (5 Pages)</u>

ATTACHMENT A GRANT WORK PLAN

PROJECT TITLE: Punta Gorda Reverse Osmosis Water Treatment Plant and Brackish Groundwater Supply Project (RO Project)

PROJECT AUTHORITY: The City of Punta Gorda (the City) received funding from the Florida Legislature in the amount of \$4,000,000 through Specific Appropriation Line Item No. 1662A, Fiscal Year (FY) 2015 - 2016, General Appropriations Act. The City received this funding for the purpose of developing a multi-jurisdictional water supply system. Authority for this Project is specified in Section 403.885, Florida Statutes. Monitoring and auditing guidelines, as related to the Florida Single Audit Act, are specified in the Florida Catalog of State Financial Assistance (CSFA), No. 37.039.

While the City of Punta Gorda received funding from the Florida Legislature, they have contracted with Peace River Manasota Regional Water Supply Authority (the Grantee) for construction of the regional plant to plant interconnect pipeline which will connect to the RO Project and provide a backup water source to the entire service area.

PROJECT LOCATION: The Project will be located in DeSoto and Charlotte Counties, Florida See attached map.

PROJECT BACKGROUND: The City and the Authority determined there was a need for a sustainable and reliable interconnected regional water supply system. In the past, if there was a disruption in the water supply, there was no backup water supply available. This project is intended to provide a water supply in emergency conditions or during periods of maintenance, repairs or rehabilitation, of the existing infrastructure.

PROJECT DESCRIPTION: The City owns and operates the Shell Creek Water Treatment Plant and distribution system serving the residents of Punta Gorda and certain unincorporated portions of Charlotte County. The City is currently operating under a five (5) year exemption to the secondary drinking water standard for total dissolved solids (TDS), which was issued by the Florida Department of Environmental Protection (Department) on June 22, 2011. The City plans to construct, own and operate the RO Project at its Shell Creek Water Treatment Plant Facility, with such reverse osmosis water treatment facility consisting of a four (4) million gallons per day reverse osmosis system to treat brackish groundwater for blending with the City's existing treated surface water facility to meet drinking water quality standard of 500 mg/L TDS.

In conjunction with the RO Project, the City has contracted with the Grantee to construct, own and operate the Phase 1 Regional Interconnect Pipeline Project (Pipeline Project). The Pipeline Project will include installation of approximately six point three (6.3) miles of a minimum twenty-four (24) inch diameter potable water pipeline from the southern terminus of the Grantee's Desoto Regional Transmission Main near the Walmart Distribution Center on U.S. 17 in Desoto County, south to connect with the City's Shell Creek Water Treatment Plant on Washington Loop Road. The plant-to-plant Pipeline Project will enhance water system reliability to the City and Region.

TASKS and DELIVERABLES:

Task 1: Design and Permitting

Task Description: The Grantee will procure professional engineering services and surveying in accordance with state law. The Grantee will complete the design of the regional interconnect pipeline and obtain all necessary permits for construction of the project. The Grantee will submit documentation of preconstruction activities, as described below.

Deliverable 1a: An electronic copy of the draft design at 30% completion submitted to the Department's Grant Manager for review prior to submittal of the draft design at 60% completion.

Performance Standard: The Department's Grant Manager will review the draft design at 30% completion to verify that it meets the specifications in the Grant Work Plan and this task description, and provide any comments to the Grantee for incorporation. Upon review and written acceptance of this submittal by the Department's Grant Manager, the Grantee may proceed with the payment request submittal for costs associated with this design document.

Deliverable 1b: An electronic copy of the draft design at 60% completion submitted to the Department's Grant Manager for review prior to submittal of the final design.

Performance Standard: The Department's Grant Manager will review the draft design at 60% completion to verify that it meets the specifications in the Grant Work Plan and this task description, and provide any comments to the Grantee for incorporation. Upon review and written acceptance of this submittal by the Department's Grant Manager, the Grantee may proceed with the payment request submittal for costs associated with this design document.

Deliverable 1c: An electronic copy of the final design, including professional certification as applicable. Upon request, the Grantee will provide a paper copy of the final design submittal.

Performance Standard: The Department's Grant Manager will review the final design to verify that it meets the specifications in the Grant Work Plan and this task description, and provide any comments to the Grantee for incorporation. Upon review and written acceptance of this submittal by the Department's Grant Manager, the Grantee may proceed with the payment request submittal for costs associated with this design document.

Deliverable 1d: A list of all required permits identifying issue dates and issuing authorities submitted to the Department's Grant Manager. Upon request, the Grantee will provide copies of obtained permits or permit related correspondence or documentation.

Performance Standard: The Department's Grant Manager will review the list of all issued permits to verify that it meets the specifications in the Grant Work Plan and this task description, and provide any comments to the Grantee for incorporation. Upon review and written acceptance of the list of all issued permits by the Department's Grant Manager, the Grantee may proceed with payment request submittal for costs associated with permitting.

Task 2: Bidding and Contractor Selection

Task Description: The Grantee will subcontract the construction of the regional interconnect pipeline with a qualified and licensed contractor, selected through the Grantee's procurement process. The Grantee shall prepare and solicit bids utilizing a bid package in accordance with state and federal laws and this Agreement. Included in this task are pre-bid meeting(s) in response to bid questions.

Deliverables: 1) Electronic copy of public notice of advertisement for the bid; 2) electronic access to all inquiries, questions, and comments regarding the bid documents; 3) electronic copy of bid package; 4) written notice of selected contractor; 5) electronic copy of executed subcontract(s) provided prior to submitting any invoices for the subcontracted work.

Performance Standard: The Department's Grant Manager will review the deliverables to verify that they meet the specifications in the Grant Work Plan and this task description. Upon review and written acceptance by the Department's Grant Manager of all deliverables under this task, the Grantee may proceed with payment request submittal.

Task 3: Project Management

Task Description: The Grantee will perform project management, to include field engineering services, construction observation, site meetings with construction contractor and design professionals, and overall project coordination and supervision. If the Grantee contracts these services, the Grantee will procure such services in accordance with state law.

Deliverables: 1) An electronic copy of the Grantee's executed contract(s) and scope of services for project management and engineering services submitted to the Department's Grant Manager provided prior to submitting any invoices for the subcontracted work. 2) field notes, photo documentation and reports associated with the management of the project.

Performance Standard: The Department's Grant Manager will review the deliverables to verify that they meet the specifications in the Grant Work Plan and this task description. Upon review and written acceptance by the Department's Grant Manager of all deliverables under this task, the Grantee may proceed with payment request submittal.

Task 4: Construction

Task Description: The Grantee will construct Phase 1 of the regional interconnect pipeline in accordance with the final design(s) and required permits.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than once per month. The outlined Interim Deliverable(s) and/or Final Deliverable(s) must have been submitted and accepted in writing by the Department's Grant Manager prior to payment request submittal.

Deliverable 4a: 1) Signed acceptance of the completed work by the Grantee, 2) Contractor's Application and Certification for Payment, 3) dated color photographs of on-going work representing time period covered in payment request. These interim deliverables must be submitted 5 days prior to each payment request and may be submitted no more frequently than monthly.

Performance Standard: The Department's Grant Manager will review each submitted interim deliverable to verify that it meets the specifications in the Grant Work Plan and this task description and that work is being performed in accordance with the Grantee's construction contract documents and specifications. Upon review and written acceptance of each interim deliverables submittal by the Department's Grant Manager, the Grantee may proceed with payment request submittal for costs associated with that submittal period under this task.

Contractor's Application and Certification for Payment should include the following supporting documentation:

1. An itemized summary of the materials, labor, and/or services utilized during the period for which payment is being requested.
2. The summary should identify the nature of the work performed; the amount expended for such work; the name of the person/entity providing the service or performing the work; proof of payment of the invoices; and evidence of all work conducted for which a request for payment is being made.
3. Evidence may include references to any drafts or partially-complete designs, surveys, environmental documents and/or permit applications, drawings, and specifications (which must be made available upon request); and documentation demonstrating partial completion of construction activities.

Deliverable 4b: Phase 1 of the regional interconnect pipeline constructed as described in this task, as evidenced by these final deliverables: 1) Dated color photographs of the construction site(s) prior to, during, and immediately following completion of the construction task; 2) written verification that the Grantee has received record drawings and any required final inspection report(s) for the project; 3) signed acceptance of the completed work by the Grantee; and 4) signed statement from a Florida Licensed Professional Engineer indicating construction has been completed in accordance with the design.

Performance Standard: The Department's Grant Manager will review the final deliverables to verify that they meet the specifications in the Grant Work Plan and this task description and that work is being performed in accordance with the Grantee's construction contract documents and specifications. Upon review and written approval by the Department's Grant Manager of all final deliverables under this task, the Grantee may proceed with payment request submittal.

PROJECT TIMELINE: The tasks must be completed by the end of each task timeline and all deliverables must be received by the designated due date.

Task/ Deliverable No.	Task or Deliverable Title	Task Start Date	Task End Date	Deliverable Due Date/ Frequency
1	Design and Permitting	7/1/2015	12/31/2018	12/31/2018
1a	30% complete			6/30/2017
1b	60% complete			12/31/2017
1c	Final design			12/31/2018
1d	List of all permits			12/31/2018
2	Bidding and Contractor Selection	7/1/2015	12/31/2018	12/31/2018
3	Project Management	7/1/2015	12/31/2018	12/31/2018
4	Construction	7/1/2015	12/31/2018	
4a	Interim deliverables			Not more than once per month
4b	Final deliverables			12/31/2018

BUDGET DETAIL BY TASK:

Task No.	Budget Category	Budget Amount
1	Contractual Services	\$320,000
2	Contractual Services	\$40,000
3	Contractual Services	\$410,000
4	Contractual Services	\$3,230,000
	Total:	\$4,000,000

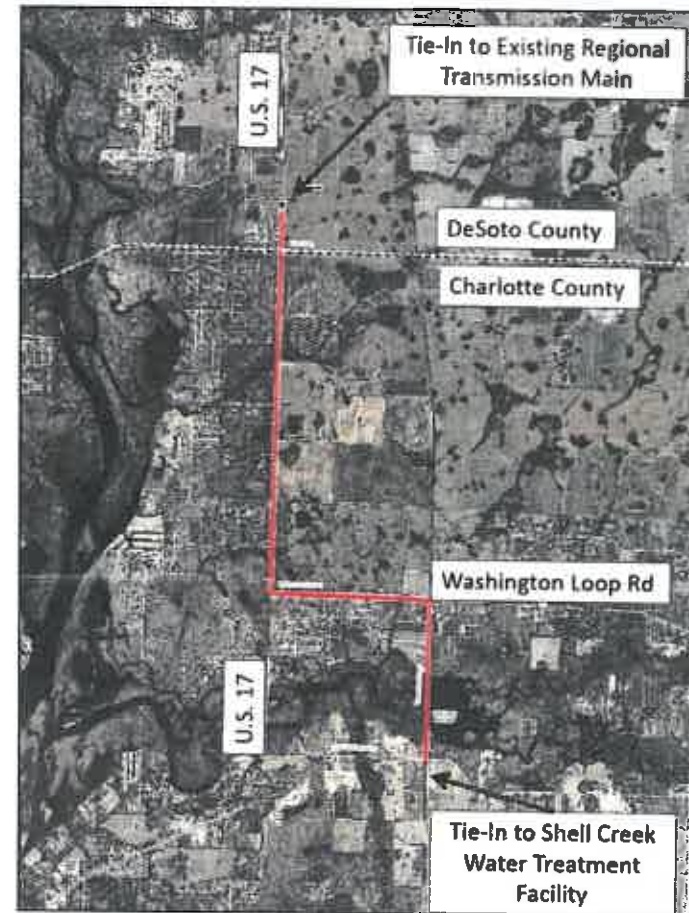
PROJECT BUDGET SUMMARY: Cost reimbursable grant funding must not exceed the category totals for the project as indicated below.

Category Totals	Grant Funding, Not to Exceed, \$4,000,000
Contractual Services Total	\$4,000,000
Total:	\$4,000,000

Phase 1 Interconnect Location Map



Regional Vision



Phase 1 Pipeline

**ATTACHMENT B
PAYMENT REQUEST SUMMARY FORM**

DEP Agreement No.: _____ Agreement Effective Dates: _____

Grantee: _____ Grantee's Grant Manager: _____

Mailing Address: _____

Payment Request No. _____ Date of Payment Request: _____

Performance Period (Start date – End date): _____

Task/Deliverable No(s). _____ Task/Deliverable Amount Requested: \$ _____

GRANT EXPENDITURES SUMMARY SECTION

[Effective Date of Grant through End-of-Grant Period]

CATEGORY OF EXPENDITURE	AMOUNT OF THIS REQUEST	TOTAL CUMULATIVE PAYMENT REQUESTS	MATCHING FUNDS FOR THIS REQUEST	TOTAL CUMULATIVE MATCHING FUNDS
Salaries/Wages	\$N/A	\$N/A	\$N/A	\$N/A
Overhead/Indirect/G&A Costs	\$N/A	\$N/A	\$N/A	\$N/A
Fringe Benefits	\$N/A	\$N/A	\$N/A	\$N/A
Indirect Cost	\$N/A	\$N/A	\$N/A	\$N/A
Contractual (Subcontractors)	\$	\$	\$	\$
Travel (if authorized)	\$N/A	\$N/A	\$N/A	\$N/A
Equipment Purchases (if authorized)	\$N/A	\$N/A	\$N/A	\$N/A
Rental/Lease of Equipment	\$N/A	\$N/A	\$N/A	\$N/A
Other Expenses	\$N/A	\$N/A	\$N/A	\$N/A
Land (if authorized)	\$N/A	\$N/A	\$N/A	\$N/A
TOTAL AMOUNT	\$	\$	\$	\$
TOTAL TASK/DELIVERABLE BUDGET AMOUNT	\$		\$	
Less Total Cumulative Payment Requests of:	\$		\$	
TOTAL REMAINING IN TASK	\$		\$	

GRANTEE CERTIFICATION

Complete Grantee's Certification of Payment Request on Page 2 to certify that the amount being requested for reimbursement above was for items that were charged to and utilized only for the above cited grant activities.

Grantee's Certification of Payment Request

I, _____
(Print name of Grantee's Grant Manager designated in the Agreement)

on behalf of _____, do hereby certify that:
(Print name of Grantee/Recipient)

- The disbursement amount requested is for allowable costs for the project described in Attachment A of the Agreement.
- All costs included in the amount requested have been satisfactorily purchased, performed, received, and applied toward completing the project; such costs are documented by invoices or other appropriate documentation as required in the Agreement.
- The Grantee has paid such costs under the terms and provisions of contracts relating directly to the project; and the Grantee is not in default of any terms or provisions of the contracts.

Check all that apply:

- All permits and approvals required for the construction, which is underway, have been obtained.
- Construction up to the point of this disbursement is in compliance with the construction plans and permits.
- The Grantee's Grant Manager relied on certifications from the following professionals that provided services for this project during the time period covered by this Certification of Payment Request, and such certifications are included:

Professional Service Provider (Name / License No.)	Period of Service (mm/dd/yy – mm/dd/yy)

Grantee's Grant Manager's Signature

Print Name

Telephone Number

Grantee's Fiscal Agent

Print Name

Telephone Number

**INSTRUCTIONS FOR COMPLETING
PAYMENT REQUEST SUMMARY FORM**

DEP AGREEMENT NO.: This is the number on your grant agreement.

AGREEMENT EFFECTIVE DATES: Enter agreement execution date through end date.

GRANTEE: Enter the name of the grantee's agency.

GRANTEE'S GRANT MANAGER: This should be the person identified as grant manager in the grant Agreement.

MAILING ADDRESS: Enter the address that you want the state warrant sent.

PAYMENT REQUEST NO.: This is the number of your payment request, not the quarter number.

DATE OF PAYMENT REQUEST: This is the date you are submitting the request.

PERFORMANCE PERIOD: This is the beginning and ending date of the performance period for the task/deliverable that the request is for (this must be within the timeline shown for the task/deliverable in the Agreement).

TASK/DELIVERABLE NO.: This is the number of the task/deliverable that you are requesting payment for and/or claiming match for (must agree with the current Grant Work Plan).

TASK/DELIVERABLE AMOUNT REQUESTED: This should match the amount on the "*TOTAL TASK/DELIVERABLE BUDGET AMOUNT*" line for the "*AMOUNT OF THIS REQUEST*" column.

GRANT EXPENDITURES SUMMARY SECTION:

"AMOUNT OF THIS REQUEST" COLUMN: Enter the amount that was expended for this task during the period for which you are requesting reimbursement for this task. This must agree with the currently approved budget in the current Grant Work Plan of your grant Agreement. Do not claim expenses in a budget category that does not have an approved budget. Do not claim items that are not specifically identified in the current Grant Work Plan. Enter the column total on the "*TOTAL AMOUNT*" line. Enter the amount of the task on the "*TOTAL TASK BUDGET AMOUNT*" line. Enter the total cumulative amount of this request and all previous payments on the "*LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF*" line. Deduct the "*LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF*" from the "*TOTAL TASK BUDGET AMOUNT*" for the amount to enter on the "*TOTAL REMAINING IN TASK*" line.

"TOTAL CUMULATIVE PAYMENT REQUESTS" COLUMN: Enter the cumulative amounts that have been requested to date for reimbursement by budget category. The final request should show the total of all requests; first through the final request (this amount cannot exceed the approved budget amount for that budget category for the task you are reporting on). Enter the column total on the "*TOTALS*" line. **Do not enter anything in the shaded areas.**

"MATCHING FUNDS" COLUMN: Enter the amount to be claimed as match for the performance period for the task you are reporting on. This needs to be shown under specific budget categories according to the currently approved Grant Work Plan. Enter the total on the "*TOTAL AMOUNT*" line for this column. Enter the match budget amount on the "*TOTAL TASK BUDGET AMOUNT*" line for this column. Enter the total cumulative amount of this and any previous match claimed on the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" line for this column. Deduct the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" from the "*TOTAL TASK BUDGET AMOUNT*" for the amount to enter on the "*TOTAL REMAINING IN TASK*" line.

"TOTAL CUMULATIVE MATCHING FUNDS" COLUMN: Enter the cumulative amount you have claimed to date for match by budget category for the task. Put the total of all on the line titled "*TOTALS.*" The final report should show the total of all claims, first claim through the final claim, etc. **Do not enter anything in the shaded areas.**

GRANTEE'S CERTIFICATION: Check all boxes that apply. Identify any licensed professional service providers that certified work or services completed during the period included in the request for payment. **Must be signed by both the Grantee's Grant Manager as identified in the grant agreement and the Grantee's Fiscal Agent.**

NOTES:

If claiming reimbursement for travel, you must include copies of receipts and a copy of the travel reimbursement form approved by the Department of Financial Services, Chief Financial Officer.

Documentation for match claims must meet the same requirements as those expenditures for reimbursement.

ATTACHMENT C

Contract Payment Requirements **Florida Department of Financial Services, Reference Guide for State Expenditures** ***Cost Reimbursement Contracts***

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation must be provided for each amount for which reimbursement is being claimed indicating that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved contract budget should be reimbursed.

Listed below are examples of the types of documentation representing the minimum requirements:

- (1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.
- (2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.
- (3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.
- (4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.
- (5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.
- (6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address: http://www.fldfs.com/aadir/reference_guide.htm

ATTACHMENT D

PROGRESS REPORT FORM

DEP Agreement No.:			
Grantee Name:			
Grantee Address:			
Grantee's Grant Manager:		Telephone No.:	
Reporting Period:			
Project Number and Title:			
<p>Provide the following information for all tasks and deliverables identified in the Grant Work Plan: a summary of project accomplishments for the reporting period; a comparison of actual accomplishments to goals for the period; if goals were not met, provide reasons why; provide an update on the estimated time for completion of the task and an explanation for any anticipated delays and identify by task.</p> <p>NOTE: Use as many pages as necessary to cover all tasks in the Grant Work Plan.</p> <p><u>The following format should be followed:</u></p> <p>Task 1:</p> <p>Progress for this reporting period:</p> <p>Identify any delays or problems encountered:</p>			

This report is submitted in accordance with the reporting requirements of DEP Agreement No. _____ and accurately reflects the activities associated with the project.

Signature of Grantee's Grant Manager

Date

ATTACHMENT E

SPECIAL AUDIT REQUIREMENTS

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the contract/agreement*) to the recipient (*which may be referred to as the "Contractor", Grantee" or other name in the contract/agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the recipient expends \$500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than \$500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <http://12.46.245.173/cfda/cfda.html>.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Attachment indicates state financial assistance awarded through the Department of Environmental Protection by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$500,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.state.fl.us/audgen>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/fac/>

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. Pursuant to Section .320(f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Department of Environmental Protection at one the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

3. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

5. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of 5 years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of 3 years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

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EXHIBIT - 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program Number	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	General Appropriations, Line Item 1662A	2015-2016	37.039	Statewide Surface Water Restoration And Wastewater Projects	\$4,000,000.00	140047

Total Award					\$4,000,000.00	
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For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<http://12.46.245.173/cfda/cfda.html>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.

TAB B
December 2015 Interlocal Agreement between Authority and City of Punta Gorda



INTERLOCAL AGREEMENT FOR PHASE 1 REGIONAL INTERCONNECT
BETWEEN
THE PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
AND THE CITY OF PUNTA GORDA

This Interlocal Agreement ("Agreement") is entered into this 2 day of DEC, 2015, by and between the Peace River Manasota Regional Water Supply Authority ("Authority"), an independent special district created pursuant to Section 373.1962, Florida Statutes, now found in Section 373.713, Florida Statutes, and 163.01, Florida Statutes, acting by and through its governing Board of Directors, and the City of Punta Gorda ("City"), a Florida municipal corporation, acting by and through its governing City Council.

W I T N E S S E T H :

WHEREAS, both the Authority and City are authorized to enter into interlocal agreements, pursuant to Chapter 163, Florida Statutes; and

WHEREAS, the Authority owns and operates a regional water system including the Peace River Facility as a regional water supply source and regional transmission system; and

WHEREAS, the vision of the Authority is to create and maintain a sustainable, reliable interconnected regional water supply system; and

WHEREAS, the City owns and operates the City of Punta Gorda Shell Creek Water Treatment Plant and distribution system serving the residents of the City and certain unincorporated portions of Charlotte County; and

WHEREAS, the City is currently operating under a five (5) year exemption to the secondary drinking water standard for total dissolved solids ("TDS"), which was

issued by the Florida Department of Environmental Protection ("DEP") on June 22, 2011; and

WHEREAS, the City plans to construct, operate and own a new reverse osmosis water treatment facility ("RO Project") at its Shell Creek Water Treatment Plant Facility, with such reverse osmosis water treatment facility consisting of a four (4) million gallons per day reverse osmosis system to treat brackish groundwater for blending with the City's existing treated surface water facility to meet drinking water quality standard of 500 mg/L TDS; and

WHEREAS, the City has submitted for cooperative funding assistance from the Southwest Florida Water Management District ("SWFWMD") pursuant to which SWFWMD would contribute fifty percent (50%) of the eligible costs of the estimated thirty-two million dollars (\$32,000,000) cost of the RO Project pursuant to a Cooperative Funding Agreement ("RO CFA"); and

WHEREAS, the SWFWMD has previously expressed a willingness to provide the requested cooperative funding to the City contingent upon funding being procured for the Pipeline Project; and

WHEREAS, the City has previously expressed a willingness to consent to the Pipeline Project contingent upon receiving the cooperative funding for its RO project; and

WHEREAS, the Authority has submitted for cooperative funding assistance from the SWFWMD for its Pipeline Project, as defined in section 1.19 below; and

WHEREAS, although separate and distinct projects and cooperative funding requests, SWFWMD has stated that cooperative funding for the RO Project and the

Pipeline Project are dependent upon the execution of any necessary contract(s) for the Authority to construct the Pipeline Project to provide a “plant-to-plant” interconnect between the Authority’s Water Supply System and the City’s Water System, as defined in sections 1.5 and 1.10 below; and

WHEREAS, four million dollars (\$4,000,000) has been appropriated to the City in the State of Florida Budget for Fiscal Year 2015-2016 for the RO Project (“the Appropriation”); and

WHEREAS, the City is negotiating a contract with the DEP that provides for the payment of the four million dollars (\$4,000,000) Appropriation to the City and includes expenses associated with the Pipeline Project as a reimbursable expense of the RO Project; and

WHEREAS, the Parties recognize the need for adequate, reliable, and high-quality drinking water supplies to meet local and regional needs; and

WHEREAS, integrating the RO Project and the Pipeline Project enhances water system reliability to the City and the region; and

WHEREAS, the Parties desire to work together to obtain SWFWMD funding for the Integrated Projects, as defined by section 1.12 below; and

WHEREAS, the Authority and City have previously entered into a Water Systems Interconnect and Water Transfer Contract dated September 3, 2013.

NOW THEREFORE, in consideration of the foregoing, which shall be deemed an integral part of this Agreement and of the mutual covenants contained herein, the Parties agree to the following:

1. **DEFINITIONS.** In the absence of a clear implication otherwise, capitalized terms used in this Agreement and in the attached exhibit shall have the

following meaning.

- 1.1. Agreement Year. The time period between execution of this Agreement and September 30, 2016, and each fiscal year (beginning on each October 1, and ending on the immediately following September 30) thereafter during the term of this Agreement.
- 1.2. Authority. The Peace River Manasota Regional Water Supply Authority.
- 1.3. Authority Available Water. A quantity of potable water available from the Authority for delivery to the City after the Authority has met its obligations to Authority Customers under the Master Water Supply Contract.
- 1.4. Authority Regional Transmission System. Those facilities, including appurtenant and associated facilities, owned by the Authority pertaining to the delivery and measurement of potable water including but not limited to primary transmission pipes, real property, interest in real property, fixtures, personal property.
- 1.5. Authority Water System. All real property, interest in real property, fixtures, personal property, wells, buildings, treatment systems, pumps, pipes, storage facilities, reservoir(s), aquifer storage and recovery facilities and appurtenant or associated facilities owned by Authority and pertaining to the delivery and measurement of potable water.
- 1.6. Available Water. Water from either Party meeting the definition of Authority Available Water and/or City Available Water.
- 1.7. City. The City of Punta Gorda.
- 1.8. City Available Water. A quantity of potable water available from the City for delivery to the Authority generally comprised of the surplus of water that remains

after the City has accounted for its local needs, including customer demands, operational constraints and regulatory capacity.

- 1.9. City Shell Creek WTP. The City of Punta Gorda's Shell Creek Water Treatment Plant.
- 1.10. City Water System. All real property, interest in real property, fixtures, personal property, wells, buildings, treatment systems, pumps, pipes, storage facilities, reservoir(s), aquifer storage and recovery facilities and appurtenant or associated facilities owned by the City and pertaining to the delivery and measurement of potable water.
- 1.11. Delivery Point(s). The physical location(s) of interconnection between the Authority Regional Transmission System and the City Water System shown in Exhibit 1.
- 1.12. Integrated Project. The RO Project and the Pipeline Project collectively.
- 1.13. Interconnect(s). The structure(s) installed by the Authority at the Delivery Point(s) that enable water transfer/delivery between the Authority Regional Transmission System and the City Water System shown in Exhibit 1.
- 1.14. Master Water Supply Contract. The Peace River Manasota Regional Water Supply Authority Master Water Supply Contract dated October 5, 2005 and as subsequently amended.
- 1.15. MGD. Million gallons per day.
- 1.16. MGY. Million gallons per year.
- 1.17. Operational Flexibility Water Use Permit. The Southwest Florida Water Management District water use permit number 20012926.002 and as subsequently renewed or modified.

- 1.18. Party or Parties. Party shall mean a signatory to this Agreement. Parties shall mean the City and the Authority.
- 1.19. Pipeline Project. New transmission pipeline that is approximately six point three (6.3) miles of a minimum twenty-four (24) inch diameter potable water pipeline from the southern terminus of the Authority's Desoto Regional Transmission Main near the Walmart Distribution Center on U.S. 17 in Desoto County south to connect with the City's Shell Creek Water Treatment Plant on Washington Loop Road, which will be constructed, owned and operated by the Authority.
- 1.20. Phase 1A Pipeline. The Authority's regional pipeline and appurtenant facilities connecting the City's distribution system on US 17 in Cleveland to the Authority Regional Transmission System.
- 1.21. RO Project. New 4 MGD reverse osmosis system at the City's Shell Creek Water Treatment Plant, which will be constructed, owned and operated by the City that will be used to treat brackish groundwater for blending with the City's existing treated surface water facility to meet drinking water quality standards f 500 mg/L TDS at all times.
- 1.22. SWFWMD. The Southwest Florida Water Management District.
- 1.23. TDS. Total Dissolved Solids.
- 1.24. Water Exchange. Available Water agreed to be exchanged on a gallon-for-gallon basis during the course of an Agreement Year to facilitate pipeline readiness or for other mutually acceptable purposes.
- 1.25. Water Meter(s). The water meter(s) located at the Delivery Point(s) that measure all water flowing through the Interconnect(s).
- 1.26. Water Purchase. Available Water agreed to be purchased by either party and paid

for on a unit cost basis for metered quantities delivered.

- 1.27. Water Rate. The unit rate in \$/1000 gallons for water purchased by the City from the Authority or by the Authority from the City through the Interconnect(s). Said rate shall be the distribution pool water rate as adopted in the Authority's annual budget and established by resolution for the Agreement Year and applicable to both Parties.
- 1.28. Water Supply Emergency. A loss or reduction in system capacity caused by drought or a sudden, unexpected, unavoidable interruption in water delivery as declared by the Authority Board of Directors or the City of Punta Gorda City Council.
- 1.29. Water Systems Interconnect and Water Transfer Contract. The Agreement executed between the Authority and the City establishing water delivery, payment and operational protocol for the Phase 1A Pipeline dated September 3, 2013 and as subsequently amended.

2. TERM.

- 2.1 The term of this Agreement shall begin on the date of its complete execution by the Parties (the "Effective Date").
- 2.2 The Agreement shall expire on December 31, 2018 unless extended in writing by both parties or unless terminated as provided for in sections 2.3, 2.4, or 2.5.
- 2.3 If the Conditions Precedent required by section 4 are not met April 30, 2016, this Agreement shall automatically terminate.
- 2.4 If the Authority does not receive Charlotte County's written consent for the Pipeline Project in accord with the Master Water Supply Contract (paragraph

22.2) by February 29, 2016, this Agreement shall automatically terminate.

2.5 If the bids submitted to the Authority for the construction of the Pipeline Project result in the Pipeline Project costs exceeding twelve million dollars (\$12,000,000), this Agreement may be terminated by either party upon written notice to the other party.

3. **PIPELINE PROJECT.** The Authority will construct, own and operate the Pipeline Project. The Authority shall retain 100% of the hydraulic capacity of the Pipeline Project as defined in the Master Water Supply Contract. The Pipeline Project consists of a new transmission pipeline extending from the Authority Regional Transmission System on U.S. 17 near the DeSoto/Charlotte County line south approximately six point three (6.3) miles and connecting with the City Shell Creek WTP on Washington Loop Road. The Pipeline Project will be designed to deliver water from the Authority Regional Transmission System to an existing storage tank at the City Shell Creek WTP. The Pipeline Project will also enable delivery of water from the City Shell Creek WTP to the Authority Regional Transmission System.

4. **CONDITIONS PRECEDENT.** The following are conditions precedent to the Parties' rights, obligations and liabilities under this Agreement:

4.1 The execution of this Agreement by the Authority and the City.

4.2 The execution of a cooperative funding agreement (CFA) by the SWFWMD and the Authority providing for SWFWMD to contribute fifty percent (50%) of the eligible costs of the estimated twelve million dollars (\$12,000,000) cost of the Pipeline Project, with eligible costs provided by the SWFWMD's cooperative funding agreement.

4.3 The execution of the RO CFA by the SWFWMD and the City whereby

SWFWMD contributes fifty percent (50%) of the eligible costs of the estimated thirty-two million dollars (\$32,000,000) cost of the RO Project, with eligible costs provided by the SWFWMD's cooperative funding agreement.

- 4.4 The execution of a funding agreement by the DEP and the City or the DEP, the City and the Authority providing for payment of four million dollars (\$4,000,000) to the City and including expenses associated with the Pipeline Project as a reimbursable expense of the RO Project.

5. **COMMITMENT TO PAY.** The City shall pay the Authority six million dollars (\$6,000,000) toward the cost of the Pipeline Project as follows:

- 5.1 Five hundred thousand dollars (\$500,000) lump sum at such time as SWFWMD executes the RO CFA with the City.
- 5.2 Four million dollars (\$4,000,000) as follows: The Authority anticipates that the Design of the Pipeline Project will begin in January 2016 and construction of the Pipeline Project will begin on or about January 2017, and invoices will be submitted to the City for reimbursement throughout the Pipeline Project timeframe as follows: A) Subject to the receipt of the Appropriation, the City shall pay all invoices submitted by the Authority for Pipeline Project expenses incurred by the Authority up to the full Appropriation amount, which shall be paid within thirty (30) days after the City receives the Authority invoice; or B) Upon agreement of the DEP, the Authority invoices may be sent directly to DEP for reimbursement directly to the Authority under a three party funding agreement between the City, the Authority and the DEP.
- 5.3 Subject to the receipt of funds by the City from SWFWMD for the SWFWMD's cooperative funding commitment, an additional One million five hundred thousand

dollars (\$1,500,000) will be provided by the City to the Authority after the Appropriation funds have been expended on the Pipeline Project expenses as follows: Invoices will be submitted by the Authority for Pipeline Project expenses to the City for reimbursement which such invoices shall be paid by the City up to the amount of one million five hundred thousand (\$1,500,000) within thirty (30) days after the City receives the invoice.

6. **COMMITMENT TO PROVIDE EASEMENTS.** Within one hundred eighty (180) days following execution of this Agreement, the City shall deliver, at no cost to the Authority perpetual non-exclusive utility, ingress/egress and temporary construction easements necessary for the installation and future maintenance of the Pipeline Project and appurtenant facilities. The value of said easements shall not be considered part of the City payment contribution listed in section 5 above.

7. **COMMITMENT TO SUPPLY WATER.** The Authority and City agree to provide treated drinking water in accordance with the Water Systems Interconnect and Water Transfer Contract as follows:

- a. The Authority shall provide Authority Available Water through the Pipeline Project and/or Phase 1A Pipeline at the City's request.
- b. The City shall provide City Available Water through the Pipeline Project and/or Phase 1A Pipeline at the Authority's request.

8. **COMMITMENT TO PURCHASE WATER.** The City and/or Authority agree to the purchase of water in accordance with the Water Systems Interconnect and Water Transfer Contract.

9. **COMMITMENT TO MAINTAIN INTERCONNECTION READINESS.** The Parties agree to maintain a continued readiness-to-serve status for the

Interconnect(s) and Delivery Point(s) through delivery of adequate quantities of Available Water in accordance with the Water Systems Interconnect and Water Transfer Contract between the Parties.

10. COMMITMENT TO AMEND THE WATER SYSTEMS

INTERCONNECT AND WATER TRANSFER CONTRACT. The City and the Authority shall amend the Water Systems Interconnect and Water Transfer Contract no later than ninety (90) days from the Effective Date to include the Interconnect(s) and Delivery Point(s) provided for in this Agreement.

11. WATER QUALITY. The Parties shall deliver water of good and uniform quality to the Delivery Points(s). The water delivered to the Delivery Point(s) shall be stabilized and shall meet all federal, state or regional regulations and orders relating to drinking water without regard to water quality exemptions, variances or similar regulatory relief authorized at the federal, state or regional government level.

12. JOINT EFFORTS. The Parties shall cooperate with regard to the following:

- a. Operation and Maintenance. All Parties shall coordinate operation for the mutual benefit of all Parties.
- b. Pipeline Project Consent. All Parties will request Charlotte County to provide written consent for the Pipeline Project in accord with the Master Water Supply Contract (paragraph 22.2).
- c. Future Planning. The City and Authority will cooperate to evaluate future expansion of the RO Project and explore the potential for additional water supply for the City and Authority.

13. REPRESENTATIONS OF THE PARTIES. The Parties make the

following representations:

- a. Each Party is duly organized and existing in good standing under the laws of the State of Florida and is duly qualified and authorized to carry on the governmental functions and operations as contemplated by this Agreement.
- b. Each Party has the power, authority and legal right to enter into and perform its obligations set forth in this Agreement, and the execution, delivery and performance by it a) has been duly authorized by its governing body; b) does not require any other approvals by any other governmental officer or body; c) does not require any consent or referendum of the voters; d) will not violate any judgment, order, law or regulation applicable to the Party; and e) does not constitute a default under, or result in the creation of, any lien, charge, encumbrance or security interest upon the assets of the Party under any agreement or instrument to which it is a Party or by which the Party and its assets may be found or affected.
- c. This Agreement has been duly entered into and delivered by the respective governing bodies and, as of the date of its full execution by all Parties, constitutes a legal, valid and binding obligation of said Party, fully enforceable in accordance with its terms provided the enforceability thereof may be limited by any applicable bankruptcy, insolvency, reorganization or other similar laws affecting creditors' rights generally, or by the exercise of judicial discretion in accordance with general principles of equity.

d. There is no action, suit or proceeding, at law or in equity, before or by any court or governmental authority, pending or, to the best of the Party's knowledge, threatened against the Party, wherein any unfavorable decision, ruling or finding would materially adversely affect the performance by the Party of its obligations hereunder or the other transactions contemplated hereby, or which, in any way, would adversely affect the validity or enforceability of this Agreement, or any other agreement or instrument entered into by the Party in connection with the transaction contemplated hereby.

14. **NOTICES.** In the event a party hereunder desires or is required to provide any notice to the party, the party desiring or required to provide such notice shall provide it in writing, send it by traceable mail, return receipt requested, postage prepaid or traceable overnight delivery service, to the other party at the addresses listed below:

If to City: Howard Kunik, City Manager
326 West Marion Avenue
Punta Gorda, FL 33950

If to Authority: Patrick J. Lehman, Executive Director
9415 Town Center Parkway
Lakewood Ranch, Florida 34202

Any change of notification address or person shall be in writing and delivered pursuant to this provision.

15. **DISCLAIMER OF THIRD PARTY BENEFITS.** This Agreement is solely for the benefit of the Parties. No right or cause of action shall accrue upon or by reason hereof inure to or for the benefit of any third party.

16. **ASSIGNMENT.** This Agreement shall be binding on the Parties, their representatives, successors and assigns. Neither Party shall assign this Agreement or the

rights or obligations hereof to any other person or entity without the prior written consent of the other Party.

17. **INDEMNIFICATION.** Neither Party shall indemnify the other Party. Each Party acknowledges that its legal remedy shall be limited to filing suit against the other Party to this Agreement in a court of competent jurisdiction.

18. **APPLICABLE LAW/DISPUTES.** This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida. Any dispute involving litigation between the Parties is subject to all provisions of Chapter 164, Florida Statutes. The Parties agree that venue for any litigation over this Agreement shall be in Charlotte County, Florida, if filed in state court and in the Middle District of Florida if filed in federal court.

19. **DEFAULT AND REMEDY.** Recognizing the region's paramount need for a safe and dependable source of water supply, the Parties agree the remedy for a breach of the Agreement shall be specific performance, injunctive relief and any other equitable relief, as well as monetary damages.

20. **RELATIONSHIP OF THE PARTIES.** Nothing herein shall be deemed to constitute any Party a partner or joint venturer, or to create any fiduciary relationship among the Parties. Nothing within the Agreement or any previous agreement shall be construed to convey any ownership interest in any portion of the Authority Water System, including the Pipeline Project.

21. **WAIVER.** Unless otherwise specifically provided by the terms of this Agreement, no delay or failure to exercise a right resulting from any breach of this Agreement shall impair such right or shall be construed to be a waiver thereof, but such right may be exercised from time to time and as often as may be deemed expedient. Any

waiver shall be in writing and signed by the Party granting such waiver. If any representation, warranty or covenant contained in this Agreement is breached by any Party and thereafter waived by another Party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive, either expressly or impliedly, any other breach under this Agreement.

22. **AUTHORIZED REPRESENTATIVES.** For purposes of this Agreement, the Parties authorized representatives are as follows: the Authority Executive Director and the City Manager. Any Party may change its authorized representative at any time by written notice to the other Party.

23. **SECTION CAPTIONS AND REFERENCES.** The section headings and captions contained herein are included for convenience only and shall not be considered part of this Agreement or affect in any manner its construction or interpretation. Except as otherwise indicated, all references herein to sections are to sections of this Agreement.

24. **SEVERABILITY.** In the event any provision of this Agreement shall, for any reason, be determined invalid, illegal or unenforceable in any respect, the Parties shall negotiate in good faith and agree to such amendments, modifications or supplements to this Agreement or such other appropriate actions as shall, to the maximum extent practicable in the light of such determination, implement and give effect to the intentions of the Parties as reflected herein, and the other provisions of this Agreement, as amended, modified, supplemented or otherwise affected by such action, shall remain in full force and effect.

25. **AMENDMENT.** This Agreement may only be amended by a writing duly executed by the Parties.

26. **ENTIRE AGREEMENT.** This Agreement and exhibits attached shall constitute the entire agreement of the Authority and the City with respect to the Pipeline Project.

27. **FURTHER ASSURANCES.** The Authority and the City shall use all reasonable efforts to provide such information, execute such further instruments and documents and take actions as may be reasonably requested by the other Party and not inconsistent with the provisions of this Agreement and not involving the assumption of obligations or liabilities different from, in excess of or in addition to those expressly provided for in this Agreement to carry out the intent of this Agreement.

28. **CONSENTS.** To the extent that the consent of any Party to this Agreement is required as a condition to the action of other Parties, such consent shall not be unreasonably withheld.

29. **RECORDATION OF INTERLOCAL AGREEMENT.** This Agreement shall constitute an interlocal agreement pursuant to Section 163.01, Florida Statutes. A true and correct copy of this Agreement and any subsequent amendments shall be recorded by the Authority with the Clerk of the Circuit Court in Charlotte and Manatee Counties.

30. **AMBIGUITY.** The Parties agree that each one has played an equal part in the negotiation and drafting of this Agreement, and in the event any ambiguity should be asserted or realized in the interpretation or construction of this Agreement, the result of such ambiguity shall be equally assumed and realized by each Party.

31. **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,

each party shall be responsible for its own 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. This paragraph does not constitute a waiver of sovereign immunity or extend liability beyond the limits established in Section 768.28, Florida Statutes.



32. **SOVEREIGN IMMUNITY.** The Parties intend to avail themselves to the benefits of Sections 768.28 and 163.01(9)(c), Florida Statutes, and of other statutes and common law governing sovereign immunity to the fullest extent possible. In accordance with Section 163.01(5)(o), Florida Statutes, therefore the City is not jointly liable for the torts of the officers or employees of the Authority, or any other tort attributable to the Authority, and that only the Authority shall be liable for torts attributable to it or for torts of its officers or employees, and then only to the extent of the waiver of sovereign immunity or limitation of liability specified in Section 768.28, Florida Statutes. Similarly, under Section 163.01(5)(o), Florida Statutes, therefore the Authority is not jointly liable for the torts of the officers or employees of the City, or any other tort attributable to the City, and that only the City shall be liable for torts attributable to it or for torts of its officers or employees, and then only to the extent of the waiver of sovereign immunity or limitation of liability specified in Section 768.28, Florida Statutes. The Parties intend the Authority and the City to have all the privileges and immunities from liability and exemptions from laws, ordinances, rules and common law which apply to the municipalities of the State of Florida. Nothing in this Agreement is intended to inure to the benefit of any third-party for the purposes of allowing any

claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

33. **GOOD FAITH.** The Parties agree to exercise good faith and fair dealing in respect to all matters relating to this Agreement.

34. **EXECUTION OF AGREEMENT.** This Agreement shall be executed in two duplicate originals, any of which shall be regarded for all purposes as an original and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement for the purposes expressed.


ATTEST:


Karen Smith, City Clerk

CITY OF PUNTA GORDA, FLORIDA



Carolyn Freeland, Mayor

APPROVED AS TO FORM:



David Levin
City Attorney for Punta Gorda


ATTEST:



Patrick J. Lamm, Executive Director

PEACE RIVER/MANASOTA REGIONAL
WATER SUPPLY AUTHORITY



John R. Chappie, Chair

APPROVED AS TO FORM:



Douglas Manson, General Counsel for the
Peace River/Manasota Regional Water Supply Authority

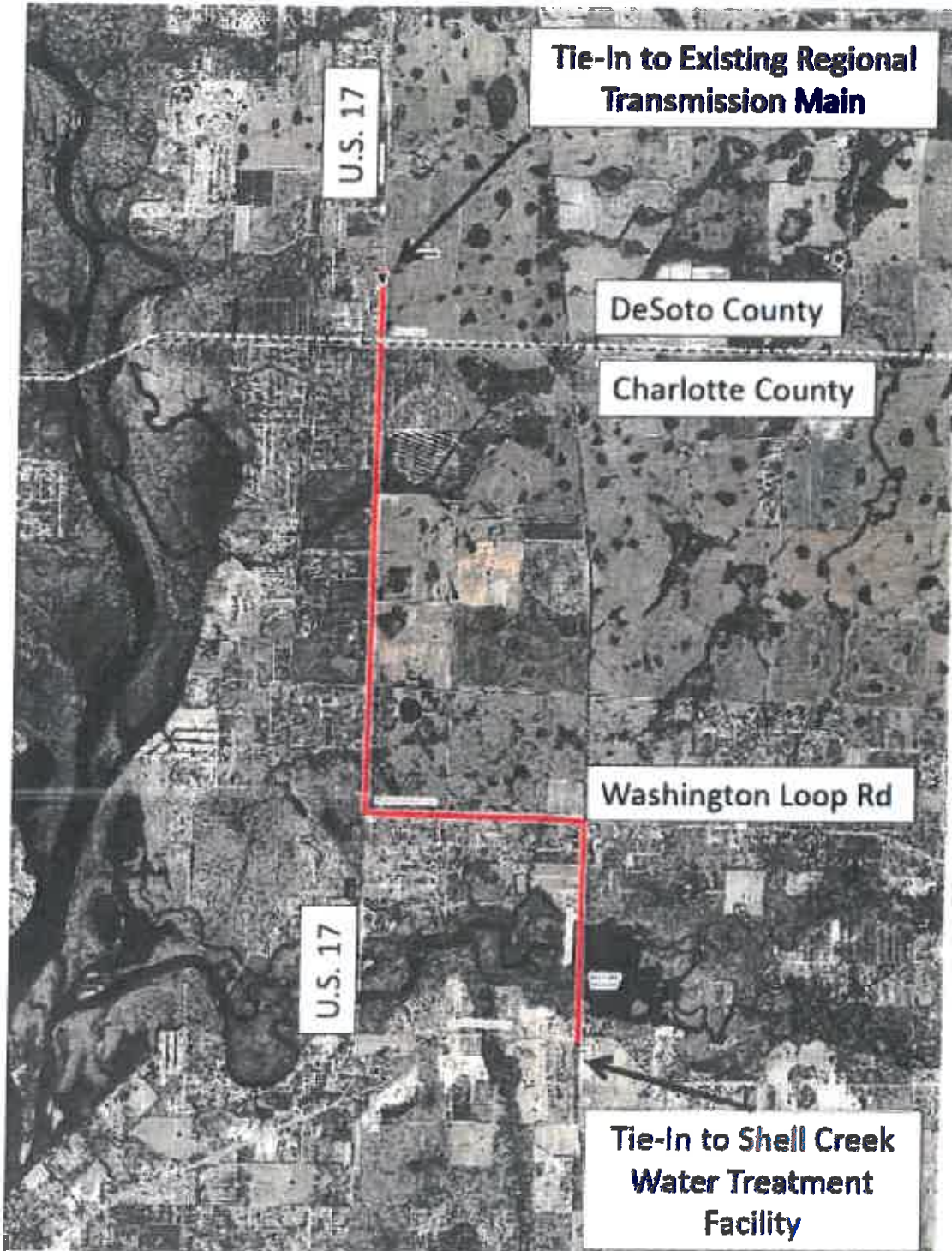
BOARD APPROVED

DEC - 2 2015

**Peace River Manasota
Regional Water Supply Authority**

EXHIBIT 1

**Phase 1 Interconnect
Proposed Pipeline Route
(U.S. 17 to Punta Gorda)**



PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
June 1, 2016

GENERAL COUNSEL'S REPORT

Presenter -

Douglas Manson, General Counsel

Recommended Action -

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

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
June 1, 2016

EXECUTIVE DIRECTOR'S REPORT

Presenter - Patrick Lehman, Executive Director

Recommended Action - **Status Report.** This item is presented for the Board's information and no action is required.

- 1. Tentative Budget for FY 2017 – Update**
- 2. Manson Bolves Donaldson Varn P. A. Billing Summary for 1st Quarter**

***PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
June 1, 2016***

**ROUTINE STATUS REPORTS
ITEM 1**

Hydrologic Conditions Report

MEMORANDUM

Project: Hydrologic Conditions Report

Date: June 1, 2016

Developed By: Mike Coates, Deputy Director

This memorandum summarizes rainfall and surface water conditions, and the Authority's current water storage and supply conditions for the month of May 2016, and the preceding 12-month period.

Rainfall Conditions & Projections

Rainfall in the Peace River Basin for the past 12-months is 3.5 inches above-normal (see Table 1). Rainfall for the month of May 2016 (through May 15th) totaled about 3.05 inches while the historical average rainfall for the full month of May is 3.89 inches.

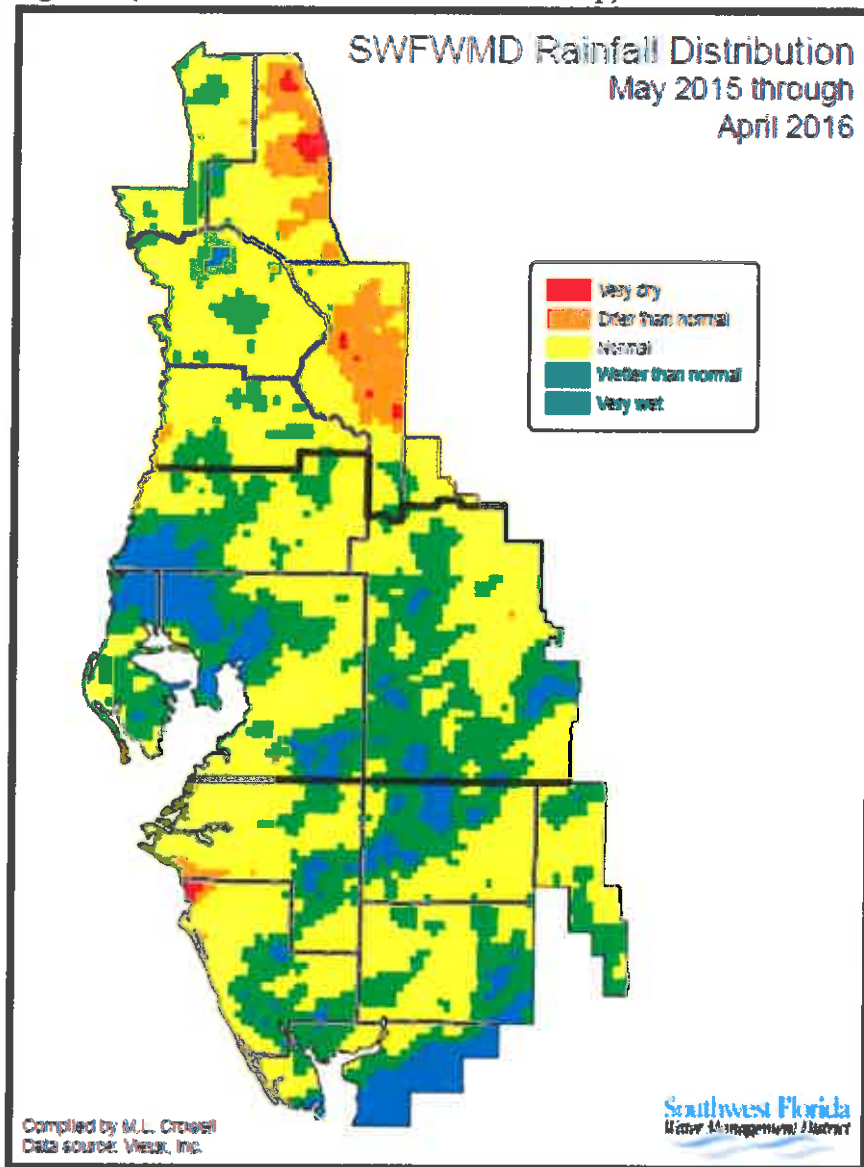
Region-wide rainfall conditions reported by SWFWMD for the 12-month period ending April 2016 are shown in Figure 1 (this is most up-to-date map available). Conditions shown on Figure 1 indicate generally normal to above-normal rainfall in most of the Authority service area.

Projections for the next three months (June through August) from NOAA are for above-normal temperatures and near-normal rainfall for southwest Florida. The NOAA extended forecast predicts ending of current El Nino conditions by early summer and development of La Nina conditions extending into fall and winter. In general, La Nina tends to bring warmer drier winter conditions to the Florida peninsula, and suppress hurricane/tropical activity in the summer which can result in development of drought conditions.

Table 1 (Peace River Basin Rainfall - Inches)

Item	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Total
Long-Term Avg.	8.31	8.09	7.6	7.30	3.19	1.73	1.90	2.10	2.56	2.96	2.56	3.89	52.2
Actual Past 12 Months	7.34	7.19	11.7	7.41	2.40	3.26	1.92	4.46	2.42	0.52	4.0	3.05	55.7
Difference	-0.97	-0.89	4.1	0.11	-0.79	1.53	0.02	2.36	-0.14	-2.44	1.44	-0.84	3.5

Figure 1 (SWFWMD Rainfall Conditions Map)



River Flow Conditions

River flow conditions in the U.S. Geological Survey gage at “Peace River at Arcadia” (about 15 miles upstream of the Authority’s intake) is one of the gages used to calculate how much water the Authority can withdraw from the river each day. May 2016 flow in the “Peace River at Fort Meade” (upper part of the watershed) and “Peace River at Arcadia” (lower part of the watershed) were slightly above normal levels. Figure 2 shows the Fort Meade and Arcadia gauge locations in the Peace River basin relative to the Peace River Water Treatment Plant location. Figures 3 and 4 show daily flow measurements at Fort Meade and Arcadia respectively for the past 13 months (blue) relative to the long-term average conditions (orange).

Figure 2 (Peace River Basin showing selected gage locations and Location of PRF)

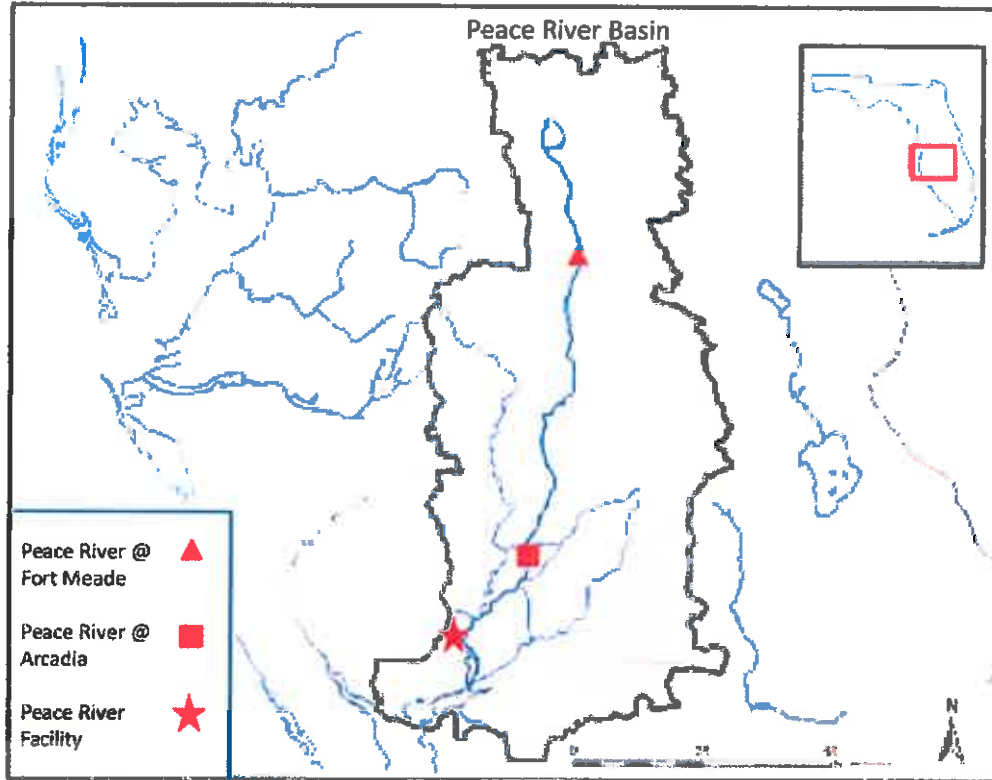


Figure 3 (Peace River Flow @ Fort Meade)

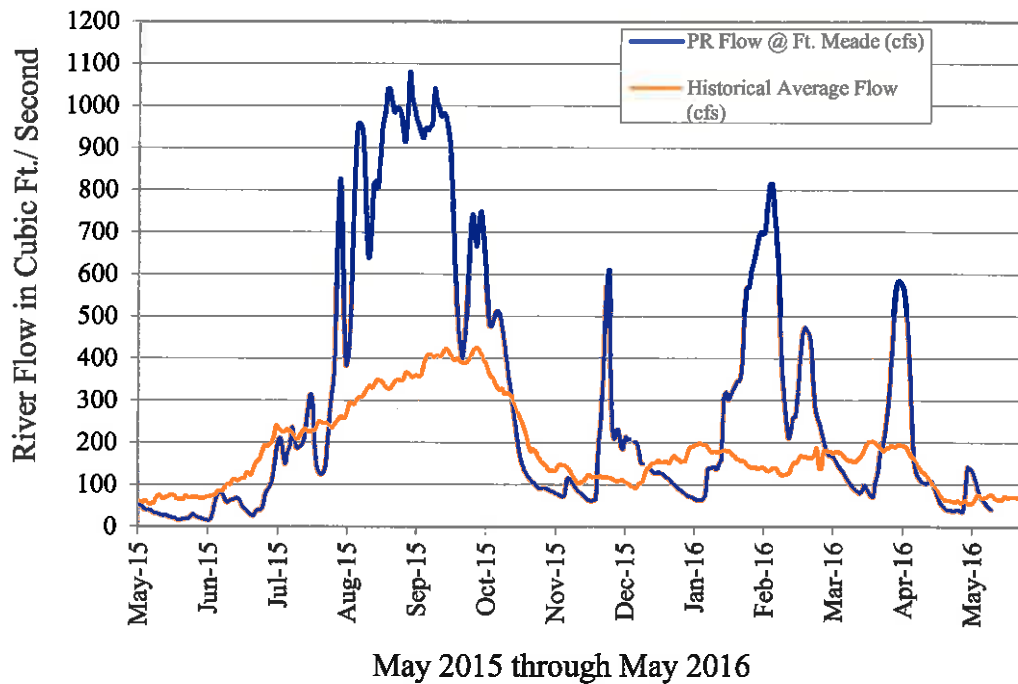
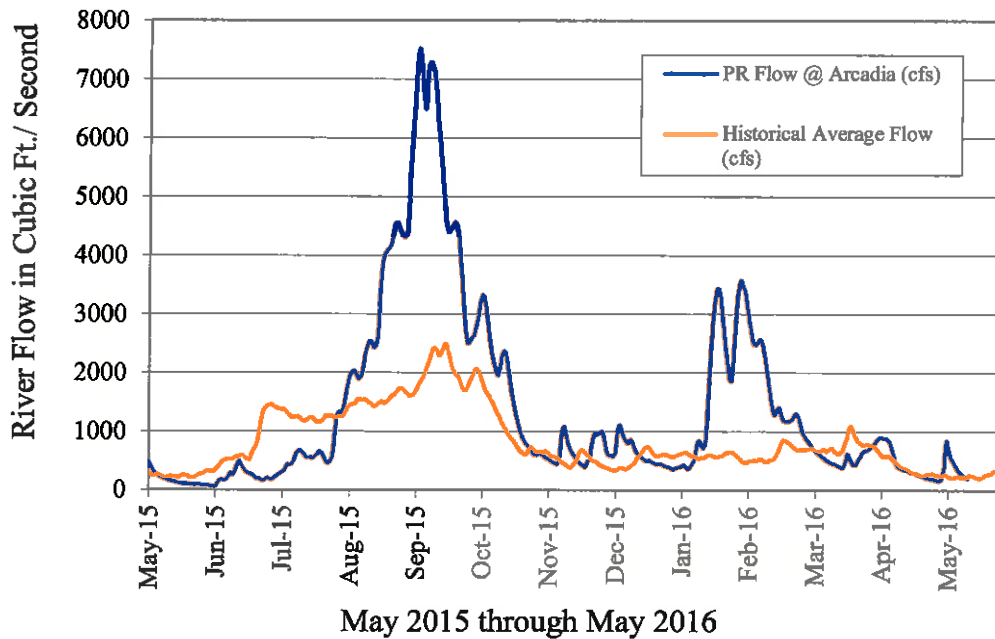


Figure 4 (Peace River Flow @ Arcadia)



River Withdrawals, Finished Water Production & Demand

Water has been available for harvest from the river each month for the past year (an unusual condition), enabling the Authority to keep the reservoir system full or nearly full during that extended timeframe. However, in May 2016 (through May 15th) no river withdrawals were made, even though water was available for harvest, in an effort to reduce reservoir storage in preparation for harvest of high quality summer flows.

Figure 5 (Withdrawals from Peace River)

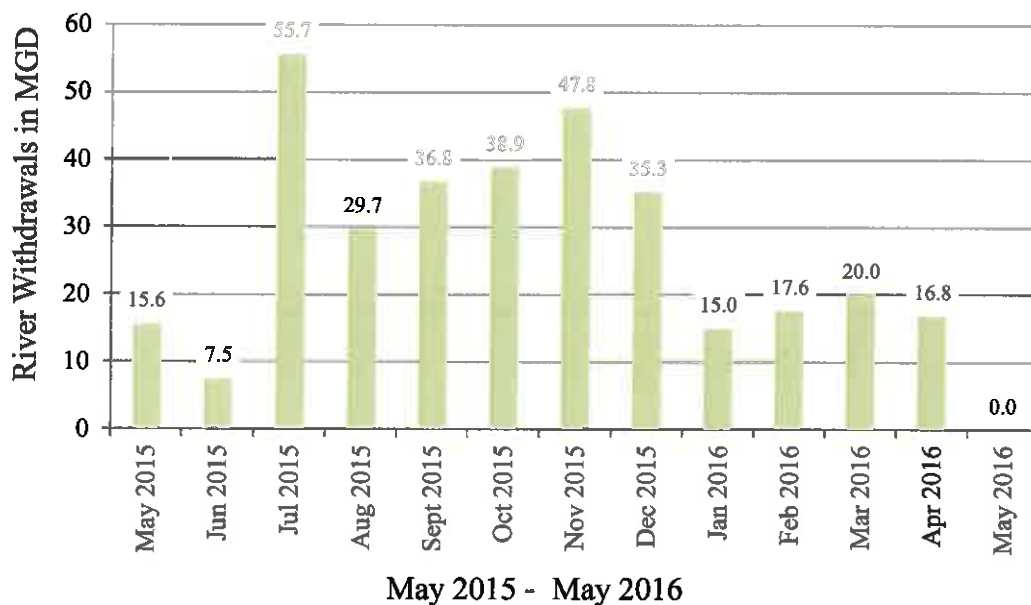
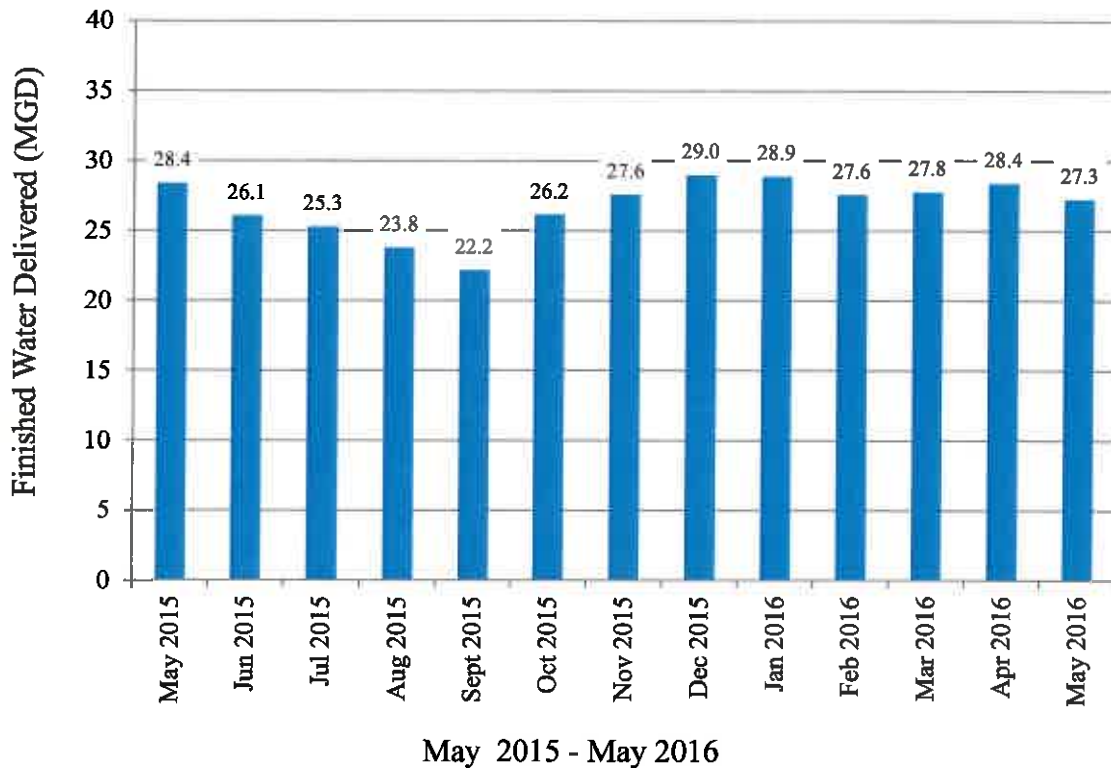


Figure 6 shows monthly finished water deliveries to Customers for the 12-month period ending late May 2016. Finished water deliveries to Customers during May 2016 averaged about 27.3 MGD. Seasonal water delivery from the regional system to the City of Punta Gorda is ongoing.

Figure 6 (Peace River Facility Deliveries to Customers)



Stored Supplies at the PRF

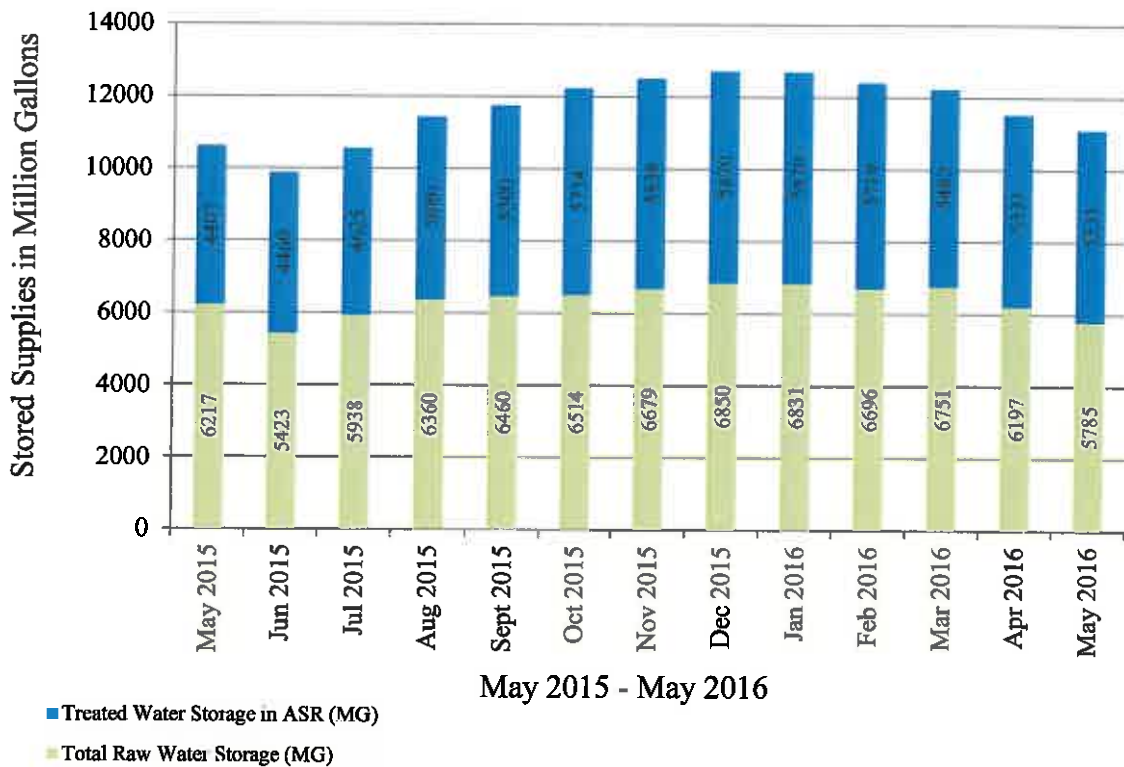
The Authority maintains two large capacity off-stream storage systems at the PRF. The primary storage is raw river water stored in Reservoir No. 1 and No. 2. When flow in the River is high enough, a small percentage of that flow is harvested at the Authority’s pumping facility on the Peace River and stored in Reservoirs 1 and 2. This storage is designed to be completely refilled each wet season. Total raw-water storage capacity is seasonally adjusted. During the hurricane season the total raw water storage capacity is 6.52 billion gallons (BG). Outside of hurricane season, additional water can be safely stored. Current maximum raw water storage capacity (May) is about 6.6 BG. **Raw water stored as of May 15, 2016 totaled about 5.8 BG.**

The secondary storage at the PRF is treated water stored in the Aquifer Storage and Recovery (ASR) system. The design capacity of the ASR system is approximately 6.3 BG. Because this supply must be treated before storage, it can’t be stored as rapidly as water in the raw-water reservoirs. Filling ASR storage is done incrementally each year as

excess treatment capacity and hydrologic condition allow. **Treated water stored in ASR as of May 15, 2016 totaled about 5.3 BG.**

Stored raw water supplies (combined storage in Reservoir No. 1 and No. 2) and stored water in the ASR system for the past year are shown in Figure 8. **The total water in storage as of March 15, 2016 was about 11.1 BG.** This is about 0.5 BG more water in storage than in May 2015.

Figure 8 (Stored Water Supplies)



***PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
June 1, 2016***

**ROUTINE STATUS REPORTS
ITEM 2**

Check Registers for March 2016 and April 2016

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
CHECK REGISTER: MARCH & APRIL 2016**

Bank Code:	PUBLIC FUNDS INTEREST CHECKING			Current	\$3,246,355.16
Document Number	Date	Payee Name / Description	Type	Status	Amount
PRTX3416	03/04/2016	BANK OF AMERICA-TAX EXPRESS	CHK	CLR	\$24,200.86
34188	03/11/2016	MSC INDUSTRIAL SUPPLY CO.	CHK	CLR	\$1,562.42
34189	03/11/2016	TRULY NOLEN BRANCH 079	CHK	CLR	\$178.00
34190	03/11/2016	DMS-FINANCIAL MGMT SERVICES	CHK	O/S	\$227.64
34191	03/11/2016	CIMTEC AUTOMATION, LLC	CHK	CLR	\$813.03
34192	03/11/2016	ALLIED UNIVERSAL CORP.	CHK	CLR	\$40,148.56
34193	03/11/2016	FEDERAL EXPRESS	CHK	CLR	\$13.39
34194	03/11/2016	WOMACK SANITATION INC.	CHK	CLR	\$298.00
34195	03/11/2016	FISHER SCIENTIFIC	CHK	CLR	\$2,314.15
34196	03/11/2016	VERIZON	CHK	CLR	\$214.99
34197	03/11/2016	ARROYO PROCESS EQUIPMENT, INC.	CHK	CLR	\$16,649.56
34198	03/11/2016	ANIXTER POWER SOLUTIONS, LLC	CHK	CLR	\$1,210.00
34199	03/11/2016	HOME DEPOT	CHK	CLR	\$29.69
34200	03/11/2016	HDR ENGINEERING INC.	CHK	CLR	\$10,183.29
34201	03/11/2016	CINTAS	CHK	CLR	\$1,985.99
34202	03/11/2016	COLE-PARMER INSTRUMENT CO.	CHK	CLR	\$2,599.00
34203	03/11/2016	EUROFINS EATON ANALYTICAL, INC.	CHK	CLR	\$395.00
34204	03/11/2016	NATIONWIDE RETIREMENT SOLUTION	CHK	CLR	\$2,734.07
34205	03/11/2016	SAFETY SHOE DISTRIBUTORS, LLP	CHK	CLR	\$2,302.00
34206	03/11/2016	CALGON CARBON CORPORATION	CHK	CLR	\$40,300.00
34207	03/11/2016	TOTALFUNDS BY HASLER	CHK	CLR	\$200.00
34208	03/11/2016	GRAINGER	CHK	CLR	\$138.10
34209	03/11/2016	VOYAGER FLEET SYSTEMS, INC.	CHK	CLR	\$1,651.48
34210	03/11/2016	USA BLUEBOOK	CHK	CLR	\$3,618.25
34211	03/11/2016	ANN LEE	CHK	CLR	\$30.00
34212	03/11/2016	ARGILA ENTERPRISES, INC.	CHK	CLR	\$4,275.00
34213	03/11/2016	BENCHMARK ENVIROANALYTICAL INC	CHK	CLR	\$3,703.95
34214	03/11/2016	CHARLOTTE COUNTY UTILITIES	CHK	CLR	\$164,694.84
34215	03/11/2016	CHARLOTTE COUNTY BD OF COMMISS	CHK	CLR	\$68,178.02
34216	03/11/2016	CHARLOTTE PLUMBING K & BATH INC.	CHK	CLR	\$130.00
34217	03/11/2016	DESOTO COUNTY	CHK	CLR	\$66,333.33
34218	03/11/2016	DMK ASSOCIATES	CHK	CLR	\$2,160.00
34219	03/11/2016	DIANE R. SALZ	CHK	CLR	\$3,750.00
34220	03/11/2016	DISTINCTIVE WINDOW CLEANERS, LLC	CHK	CLR	\$500.00
34221	03/11/2016	E.F. GAINES SURVEYING SERVICES, IN	CHK	CLR	\$4,600.00
34222	03/11/2016	AIRGAS SPECIALTY PRODUCTS	CHK	CLR	\$4,149.36
34223	03/11/2016	HALFACRE CONSTRUCTION COMPANY	CHK	CLR	\$19,606.00
34224	03/11/2016	HVMI, LLC	CHK	CLR	\$5,340.74
34225	03/11/2016	ISA	CHK	O/S	\$120.00
34226	03/11/2016	JAN-PRO OF MANASOTA	CHK	CLR	\$249.00
34227	03/11/2016	JAN-PRO CLEANING SYSTEMS OF SW	CHK	CLR	\$495.00
34228	03/11/2016	KEETON'S OFFICE & ART SUPPLY	CHK	CLR	\$260.76
34229	03/11/2016	C & S CHEMICALS INC.	CHK	CLR	\$19,543.14
34230	03/11/2016	PREFERRED GOVERNMENT INSURANC	CHK	CLR	\$0.00
34231	03/11/2016	RAY PILON	CHK	CLR	\$3,750.00
34232	03/11/2016	PMC ENGINEERING LLC	CHK	CLR	\$1,491.88
34233	03/11/2016	SUNSHINE STATE ONE CALL OF FL, IN	CHK	CLR	\$44.34
34234	03/11/2016	DEX IMAGING	CHK	CLR	\$16.00
34235	03/11/2016	PROGRESSIVE WATER RESOURCES, L	CHK	CLR	\$12,500.00
34236	03/11/2016	NEOPOST FLORIDA	CHK	CLR	\$199.51
34237	03/11/2016	SAFE TECH INC.	CHK	CLR	\$288.00
34238	03/11/2016	SHEARER CONSULTING INC.	CHK	CLR	\$2,500.00
34239	03/11/2016	STATE OF FLORIDA DISBURSEMENT U	CHK	CLR	\$652.44
34240	03/11/2016	THE SHIPPING POST	CHK	CLR	\$45.45
34241	03/11/2016	STRATEGIC PEST CONTROL OF SW FL	CHK	CLR	\$380.00
34242	03/11/2016	SUPER T	CHK	CLR	\$2,163.97

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
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Bank Code:		PUBLIC FUNDS INTEREST CHECKING			Current	\$3,246,355.16
Document Number	Date	Payee Name / Description	Type	Status	Amount	
34243	03/11/2016	THE BANK OF NEW YORK MELLON	CHK	CLR	\$750.00	
34244	03/11/2016	UPS	CHK	CLR	\$238.90	
34245	03/11/2016	U.S. BANK EQUIPMENT FINANCE	CHK	CLR	\$1,950.26	
34246	03/11/2016	UNITED SYSTEMS COMPUTER GROUP	CHK	CLR	\$16,555.04	
PRTX31816	03/18/2016	BANK OF AMERICA-TAX EXPRESS	CHK	CLR	\$23,838.79	
34247	03/24/2016	PRO-CHEM INC.	CHK	O/S	\$1,583.81	
34248	03/24/2016	MSC INDUSTRIAL SUPPLY CO.	CHK	O/S	\$2,616.87	
34249	03/24/2016	CINTAS	CHK	O/S	\$120.73	
34250	03/24/2016	CIMTEC AUTOMATION, LLC	CHK	O/S	\$80.15	
34251	03/24/2016	ALLIED UNIVERSAL CORP.	CHK	O/S	\$23,959.14	
34252	03/24/2016	FISHER SCIENTIFIC	CHK	O/S	\$325.28	
34253	03/24/2016	HACH COMPANY	CHK	O/S	\$138.00	
34254	03/24/2016	MCMaster-CARR SUPPLY CO	CHK	O/S	\$723.35	
34255	03/24/2016	SPECIALTY PARTS	CHK	O/S	\$157.44	
34256	03/24/2016	U.S. WATER SERVICES CORPORATION	CHK	O/S	\$6,691.17	
34257	03/24/2016	CINTAS	CHK	O/S	\$890.90	
34258	03/24/2016	GRAYBAR	CHK	O/S	\$471.18	
34259	03/24/2016	CALGON CARBON CORPORATION	CHK	O/S	\$40,760.00	
34260	03/24/2016	GRAINGER	CHK	O/S	\$167.98	
34261	03/24/2016	ALLIED ELECTRONICS, INC.	CHK	O/S	\$124.52	
34262	03/24/2016	EARTH BALANCE	CHK	O/S	\$2,365.00	
34283	03/24/2016	FLORIDA SEALING PRODUCTS, INC.	CHK	O/S	\$3,075.03	
34264	03/24/2016	MADER ELECTRIC MOTORS	CHK	O/S	\$1,900.00	
34265	03/24/2016	PORT CHARLOTTE LOCK & KEY	CHK	O/S	\$780.00	
34267	03/24/2016	C & S CHEMICALS INC.	CHK	O/S	\$42,440.64	
34268	03/24/2016	ROCTEST LTEE	CHK	O/S	\$12,131.00	
34269	03/24/2016	SIMS CRANE & EQUIPMENT	CHK	O/S	\$642.00	
34270	03/24/2016	SOUTHWEST MOBILE MECHANIC	CHK	O/S	\$859.59	
34271	03/24/2016	SMITH RANCH & GARDEN, INC.	CHK	O/S	\$599.20	
34272	03/24/2016	SUPER T	CHK	O/S	\$573.10	
34273	03/24/2016	UNITED SYSTEMS COMPUTER GROUP	CHK	O/S	\$6,932.80	
34274	03/24/2016	WORLD PETROLEUM CORP	CHK	O/S	\$65.00	
34275	03/24/2016	BLUSITE SOLUTIONS OF SOUTHWEST	CHK	O/S	\$70.00	
34276	03/24/2016	DMS-FINANCIAL MGMT SERVICES	CHK	O/S	\$79.35	
34277	03/24/2016	THE SUN	CHK	O/S	\$58.63	
34278	03/24/2016	FEDERAL EXPRESS	CHK	O/S	\$9.89	
34279	03/24/2016	AIRGAS USA, LLC	CHK	O/S	\$18.02	
34280	03/24/2016	KINGSWAY ACE HARDWARE	CHK	O/S	\$144.78	
34281	03/24/2016	BUSINESS CARD	CHK	O/S	\$218.00	
34282	03/24/2016	HDR ENGINEERING INC.	CHK	O/S	\$7,181.90	
34283	03/24/2016	BUSINESS CARD	CHK	O/S	\$665.52	
34284	03/24/2016	MWH AMERICAS INC	CHK	O/S	\$62,583.87	
34285	03/24/2016	BUSINESS CARD	CHK	O/S	\$1,343.06	
34286	03/24/2016	BUSINESS CARD	CHK	O/S	\$587.06	
34287	03/24/2016	NATIONWIDE RETIREMENT SOLUTION	CHK	O/S	\$2,734.07	
34288	03/24/2016	USA BLUEBOOK	CHK	O/S	\$74.76	
34289	03/24/2016	CENTURYLINK	CHK	O/S	\$1,898.60	
34290	03/24/2016	FLORIDA DEPARTMENT OF STATE	CHK	O/S	\$29.40	
34291	03/24/2016	ALL FLORIDA WATER-TAMPA	CHK	O/S	\$211.58	
34292	03/24/2016	BILL'S BOTTLED WATER SERVI CE	CHK	O/S	\$27.00	
34293	03/24/2016	BENCHMARK ENVIROANALYTICAL INC	CHK	O/S	\$6,213.90	
34294	03/24/2016	CHARLOTTE COUNTY BCC - EES	CHK	O/S	\$2,446.05	
34295	03/24/2016	DESOTO CTY BRD OF CTY COMMISSIO	CHK	O/S	\$75.00	
34296	03/24/2016	EARTH BALANCE	CHK	O/S	\$13,928.50	
34297	03/24/2016	FLORIDA POWER & LIGHT COMPANY	CHK	O/S	\$117,953.90	
34298	03/24/2016	FSAWWA	CHK	O/S	\$2,000.00	

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
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Bank Code:	PUBLIC FUNDS INTEREST CHECKING			Current	\$3,246,355.16
Document Number	Date	Payee Name / Description	Type	Status	Amount
34299	03/24/2016	KEETON'S OFFICE & ART SUPPLY	CHK	O/S	\$1,123.68
34300	03/24/2016	KING ENGINEERING ASSOCIATES INC.	CHK	O/S	\$4,928.40
34301	03/24/2016	MIKE COATES	CHK	O/S	\$250.00
34302	03/24/2016	VONDELL NELSON	CHK	O/S	\$100.00
34303	03/24/2016	ATKINS NORTH AMERICA, INC.	CHK	O/S	\$11,196.80
34304	03/24/2016	PREFERRED GOVERNMENT INSURANC	CHK	O/S	\$11,306.00
34305	03/24/2016	PATRICK J LEHMAN	CHK	O/S	\$420.00
34306	03/24/2016	DEX IMAGING	CHK	O/S	\$866.67
34307	03/24/2016	PROGRESSIVE WATER RESOURCES, L	CHK	O/S	\$14,750.00
34308	03/24/2016	RANCH PROPERTY HOLDINGS LLC	CHK	O/S	\$12,640.44
34309	03/24/2016	STATE OF FLORIDA DISBURSEMENT U	CHK	O/S	\$993.06
34310	03/24/2016	SARASOTA TROPHY & AWARDS INC.	CHK	O/S	\$73.50
34311	03/24/2016	TKW CONSULTING ENGINEERS, INC.	CHK	O/S	\$7,779.95
34312	03/24/2016	UPS	CHK	O/S	\$82.45
34313	03/24/2016	UPS SUPPLY CHAIN SOLUTIONS, INC.	CHK	O/S	\$81.41
34314	03/24/2016	U.S. BANK EQUIPMENT FINANCE	CHK	O/S	\$362.35
34315	03/24/2016	UNITED SYSTEMS COMPUTER GROUP	CHK	O/S	\$1,181.55
34316	03/24/2016	VOLUNTARY EXTRA DUTY ACCOUNT	CHK	O/S	\$270.00
PRTX4116	04/01/2016	BANK OF AMERICA-TAX EXPRESS	CHK	CLR	\$25,134.07
FRSMAR2016	04/06/2016	FLORIDA DIVISION OF RETIREMENT	CHK	O/S	\$19,189.96
PRTX41516	04/15/2016	BANK OF AMERICA-TAX EXPRESS	CHK	O/S	\$24,454.07
34381	04/22/2016	CIMTEC AUTOMATION, LLC	CHK	O/S	\$3,647.18
34382	04/22/2016	MSC INDUSTRIAL SUPPLY CO.	CHK	O/S	\$3,641.44
34383	04/22/2016	CINTAS	CHK	O/S	\$191.27
34384	04/22/2016	DMS-FINANCIAL MGMT SERVICES	CHK	O/S	\$205.02
34385	04/22/2016	AA ELECTRIC SE INC.	CHK	O/S	\$1,452.67
34386	04/22/2016	ALLIED UNIVERSAL CORP.	CHK	O/S	\$28,784.76
34387	04/22/2016	THE SUN	CHK	O/S	\$612.80
34388	04/22/2016	FEDERAL EXPRESS	CHK	O/S	\$11.12
34389	04/22/2016	AIRGAS USA, LLC	CHK	O/S	\$18.58
34390	04/22/2016	WOMACK SANITATION INC.	CHK	O/S	\$1,202.00
34391	04/22/2016	FISHER SCIENTIFIC	CHK	O/S	\$460.47
34392	04/22/2016	PAGE MECHANICAL GROUP, INC.	CHK	O/S	\$416.56
34393	04/22/2016	HACH COMPANY	CHK	O/S	\$3,148.49
34394	04/22/2016	KINGSWAY ACE HARDWARE	CHK	O/S	\$316.54
34395	04/22/2016	SPECIALTY PARTS	CHK	O/S	\$932.62
34396	04/22/2016	U.S. WATER SERVICES CORPORATION	CHK	O/S	\$12,137.27
34397	04/22/2016	AIR CENTERS-FLORIDA	CHK	O/S	\$9,221.67
34398	04/22/2016	TRANSCAT, INC.	CHK	O/S	\$182.63
34400	04/22/2016	BUSINESS CARD	CHK	O/S	\$326.27
34401	04/22/2016	BUSINESS CARD	CHK	O/S	\$1,219.91
34402	04/22/2016	NATIONWIDE RETIREMENT SOLUTION	CHK	O/S	\$2,734.07
34403	04/22/2016	SAM'S CLUB	CHK	O/S	\$302.47
34404	04/22/2016	GRAINGER	CHK	O/S	\$487.60
34405	04/22/2016	CENTURYLINK	CHK	O/S	\$415.52
34406	04/22/2016	FLORIDA DEPARTMENT OF STATE	CHK	O/S	\$28.56
34407	04/22/2016	ADVANTAGE CARE INC.	CHK	O/S	\$40.00
34408	04/22/2016	ARGILA ENTERPRISES, INC.	CHK	O/S	\$2,700.00
34409	04/22/2016	ATKINS NORTH AMERICA, INC.	CHK	O/S	\$11,440.51
34410	04/22/2016	HELLING - BATTERIES PLUS	CHK	O/S	\$83.94
34411	04/22/2016	BILL'S BOTTLED WATER SERVI CE	CHK	O/S	\$27.00
34412	04/22/2016	BENCHMARK ENVIROANALYTICAL INC	CHK	O/S	\$8,853.80
34413	04/22/2016	BUFFALO GRAFFIX	CHK	O/S	\$625.00
34414	04/22/2016	CH2M HILL ENGINEERS INC.	CHK	O/S	\$17,156.44
34415	04/22/2016	DILLER-BROWN & ASSOC. INC.	CHK	O/S	\$1,494.77
34416	04/22/2016	DMK ASSOCIATES	CHK	O/S	\$616.01

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
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Bank Code:		PUBLIC FUNDS INTEREST CHECKING			Current	\$3,246,355.16
Document Number	Date	Payee Name / Description	Type	Status	Amount	
34417	04/22/2016	DOLPHIN TRANSPORTATION SPECIALI	CHK	O/S	\$530.44	
34418	04/22/2016	EARTH BALANCE	CHK	O/S	\$29,065.00	
34419	04/22/2016	FLORIDA POWER & LIGHT COMPANY	CHK	O/S	\$140,148.23	
34420	04/22/2016	GOVERNMENT FINANCE OFFICERS AS	CHK	O/S	\$160.00	
34421	04/22/2016	HVMI, LLC	CHK	O/S	\$37,327.66	
34422	04/22/2016	JOHNSON ENGINEERING, INC.	CHK	O/S	\$11,507.50	
34423	04/22/2016	J. H. HAM ENGINEERING INC.	CHK	O/S	\$29,132.00	
34424	04/22/2016	KEETON'S OFFICE & ART SUPPLY	CHK	O/S	\$59.03	
34425	04/22/2016	KING ENGINEERING ASSOCIATES INC.	CHK	O/S	\$3,953.50	
34426	04/22/2016	MIKE COATES	CHK	O/S	\$934.55	
34427	04/22/2016	MANSON BOLVES DONALDSON, P.A.	CHK	O/S	\$18,567.24	
34428	04/22/2016	NATURAL RESOURCES LLC	CHK	O/S	\$33,275.00	
34429	04/22/2016	PORT CHARLOTTE LOCK & KEY	CHK	O/S	\$897.00	
34431	04/22/2016	C & S CHEMICALS INC.	CHK	O/S	\$44,968.10	
34432	04/22/2016	PATRICK J LEHMAN	CHK	O/S	\$245.00	
34433	04/22/2016	PMC ENGINEERING LLC	CHK	O/S	\$1,783.25	
34434	04/22/2016	SUNSHINE STATE ONE CALL OF FL, IN	CHK	O/S	\$44.34	
34435	04/22/2016	PROGRESSIVE WATER RESOURCES, L	CHK	O/S	\$9,750.00	
34436	04/22/2016	RICHARD ANDERSON	CHK	O/S	\$86.00	
34437	04/22/2016	RANCH PROPERTY HOLDINGS LLC	CHK	O/S	\$12,640.44	
34438	04/22/2016	RAPID SECURITY SOLUTIONS, LLC	CHK	O/S	\$305.00	
34439	04/22/2016	SKILLPATH SEMINARS	CHK	O/S	\$149.00	
34440	04/22/2016	SOUTHWEST MOBILE MECHANIC	CHK	O/S	\$1,560.00	
34441	04/22/2016	STATE OF FLORIDA DISBURSEMENT U	CHK	O/S	\$993.06	
34442	04/22/2016	SOLARES CONTROLS	CHK	O/S	\$1,548.49	
34443	04/22/2016	SERVICWEAR APPAREL INC.	CHK	O/S	\$2,941.22	
34444	04/22/2016	THERMO ELECTRON NORTH AMERICA	CHK	O/S	\$1,530.26	
34445	04/22/2016	TKW CONSULTING ENGINEERS, INC.	CHK	O/S	\$17,553.98	
34446	04/22/2016	TRINOVA-FLORIDA	CHK	O/S	\$2,669.15	
34447	04/22/2016	UPS	CHK	O/S	\$319.75	
34448	04/22/2016	U.S. BANK EQUIPMENT FINANCE	CHK	O/S	\$651.31	
PRTX42916	04/29/2016	BANK OF AMERICA-TAX EXPRESS	CHK	O/S	\$24,040.42	
Check Total					\$1,642,813.15	

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

CHECK REGISTER: MARCH & APRIL 2016

Alphabetically by Vendor

Bank Code:	PUBLIC FUNDS INTEREST CHECKING			Current	\$3,246,355.16
Document Number	Date	Payee Name / Description	Type	Status	Amount
34385	04/22/2016	AA ELECTRIC SE INC.	CHK	O/S	\$1,452.67
34407	04/22/2016	ADVANTAGE CARE INC.	CHK	O/S	\$40.00
34397	04/22/2016	AIR CENTERS-FLORIDA	CHK	O/S	\$9,221.67
34222	03/11/2016	AIRGAS SPECIALTY PRODUCTS	CHK	CLR	\$4,149.36
34279	03/24/2016	AIRGAS USA, LLC	CHK	O/S	\$18.02
34389	04/22/2016	AIRGAS USA, LLC	CHK	O/S	\$18.58
34291	03/24/2016	ALL FLORIDA WATER-TAMPA	CHK	O/S	\$211.58
34261	03/24/2016	ALLIED ELECTRONICS, INC.	CHK	O/S	\$124.52
34192	03/11/2016	ALLIED UNIVERSAL CORP.	CHK	CLR	\$40,148.56
34251	03/24/2016	ALLIED UNIVERSAL CORP.	CHK	O/S	\$23,959.14
34386	04/22/2016	ALLIED UNIVERSAL CORP.	CHK	O/S	\$28,784.76
34198	03/11/2016	ANIXTER POWER SOLUTIONS, LLC	CHK	CLR	\$1,210.00
34211	03/11/2016	ANN LEE	CHK	CLR	\$30.00
34212	03/11/2016	ARGILA ENTERPRISES, INC.	CHK	CLR	\$4,275.00
34408	04/22/2016	ARGILA ENTERPRISES, INC.	CHK	O/S	\$2,700.00
34197	03/11/2016	ARROYO PROCESS EQUIPMENT, INC.	CHK	CLR	\$16,649.56
34303	03/24/2016	ATKINS NORTH AMERICA, INC.	CHK	O/S	\$11,196.80
34409	04/22/2016	ATKINS NORTH AMERICA, INC.	CHK	O/S	\$11,440.51
PRTX3416	03/04/2016	BANK OF AMERICA-TAX EXPRESS	CHK	CLR	\$24,200.86
PRTX31816	03/18/2016	BANK OF AMERICA-TAX EXPRESS	CHK	CLR	\$23,838.79
PRTX4116	04/01/2016	BANK OF AMERICA-TAX EXPRESS	CHK	CLR	\$25,134.07
PRTX41516	04/15/2016	BANK OF AMERICA-TAX EXPRESS	CHK	O/S	\$24,454.07
PRTX42916	04/29/2016	BANK OF AMERICA-TAX EXPRESS	CHK	O/S	\$24,040.42
34213	03/11/2016	BENCHMARK ENVIROANALYTICAL INC	CHK	CLR	\$3,703.95
34293	03/24/2016	BENCHMARK ENVIROANALYTICAL INC	CHK	O/S	\$6,213.90
34412	04/22/2016	BENCHMARK ENVIROANALYTICAL INC	CHK	O/S	\$8,853.80
34292	03/24/2016	BILL'S BOTTLED WATER SERVI CE	CHK	O/S	\$27.00
34411	04/22/2016	BILL'S BOTTLED WATER SERVI CE	CHK	O/S	\$27.00
34275	03/24/2016	BLUSITE SOLUTIONS OF SOUTHWEST	CHK	O/S	\$70.00
34413	04/22/2016	BUFFALO GRAFFIX	CHK	O/S	\$625.00
34281	03/24/2016	BUSINESS CARD	CHK	O/S	\$218.00
34283	03/24/2016	BUSINESS CARD	CHK	O/S	\$665.52
34285	03/24/2016	BUSINESS CARD	CHK	O/S	\$1,343.06
34286	03/24/2016	BUSINESS CARD	CHK	O/S	\$587.06
34400	04/22/2016	BUSINESS CARD	CHK	O/S	\$326.27
34401	04/22/2016	BUSINESS CARD	CHK	O/S	\$1,219.91
34229	03/11/2016	C & S CHEMICALS INC.	CHK	CLR	\$19,543.14
34267	03/24/2016	C & S CHEMICALS INC.	CHK	O/S	\$42,440.64
34431	04/22/2016	C & S CHEMICALS INC.	CHK	O/S	\$44,968.10
34206	03/11/2016	CALGON CARBON CORPORATION	CHK	CLR	\$40,300.00
34259	03/24/2016	CALGON CARBON CORPORATION	CHK	O/S	\$40,760.00
34289	03/24/2016	CENTURYLINK	CHK	O/S	\$1,898.60
34405	04/22/2016	CENTURYLINK	CHK	O/S	\$415.52
34414	04/22/2016	CH2M HILL ENGINEERS INC.	CHK	O/S	\$17,156.44
34294	03/24/2016	CHARLOTTE COUNTY BCC - EES	CHK	O/S	\$2,446.05
34215	03/11/2016	CHARLOTTE COUNTY BD OF COMMISS	CHK	CLR	\$68,178.02
34214	03/11/2016	CHARLOTTE COUNTY UTILITIES	CHK	CLR	\$184,894.84
34216	03/11/2016	CHARLOTTE PLUMBING K & BATH INC.	CHK	CLR	\$130.00
34191	03/11/2016	CIMTEC AUTOMATION, LLC	CHK	CLR	\$813.03
34250	03/24/2016	CIMTEC AUTOMATION, LLC	CHK	O/S	\$80.15
34381	04/22/2016	CIMTEC AUTOMATION, LLC	CHK	O/S	\$3,647.18
34201	03/11/2016	CINTAS	CHK	CLR	\$1,985.99
34249	03/24/2016	CINTAS	CHK	O/S	\$120.73
34257	03/24/2016	CINTAS	CHK	O/S	\$890.90
34383	04/22/2016	CINTAS	CHK	O/S	\$191.27
34202	03/11/2016	COLE-PARMER INSTRUMENT CO.	CHK	CLR	\$2,599.00

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Document Number	Date	Payee Name / Description	Type	Status	Amount
34217	03/11/2016	DESOTO COUNTY	CHK	CLR	\$66,333.33
34295	03/24/2016	DESOTO CTY BRD OF CTY COMMISSIO	CHK	O/S	\$75.00
34234	03/11/2016	DEX IMAGING	CHK	CLR	\$16.00
34306	03/24/2016	DEX IMAGING	CHK	O/S	\$866.67
34219	03/11/2016	DIANE R. SALZ	CHK	CLR	\$3,750.00
34415	04/22/2016	DILLER-BROWN & ASSOC. INC.	CHK	O/S	\$1,494.77
34220	03/11/2016	DISTINCTIVE WINDOW CLEANERS, LLC	CHK	CLR	\$500.00
34218	03/11/2016	DMK ASSOCIATES	CHK	CLR	\$2,160.00
34416	04/22/2016	DMK ASSOCIATES	CHK	O/S	\$616.01
34190	03/11/2016	DMS-FINANCIAL MGMT SERVICES	CHK	O/S	\$227.64
34276	03/24/2016	DMS-FINANCIAL MGMT SERVICES	CHK	O/S	\$79.35
34384	04/22/2016	DMS-FINANCIAL MGMT SERVICES	CHK	O/S	\$205.02
34417	04/22/2016	DOLPHIN TRANSPORTATION SPECIALI	CHK	O/S	\$530.44
34221	03/11/2016	E.F. GAINES SURVEYING SERVICES, IN	CHK	CLR	\$4,600.00
34262	03/24/2016	EARTH BALANCE	CHK	O/S	\$2,365.00
34296	03/24/2016	EARTH BALANCE	CHK	O/S	\$13,928.50
34418	04/22/2016	EARTH BALANCE	CHK	O/S	\$29,065.00
34203	03/11/2016	EUROFINS EATON ANALYTICAL, INC.	CHK	CLR	\$395.00
34193	03/11/2016	FEDERAL EXPRESS	CHK	CLR	\$13.39
34278	03/24/2016	FEDERAL EXPRESS	CHK	O/S	\$9.89
34388	04/22/2016	FEDERAL EXPRESS	CHK	O/S	\$11.12
34195	03/11/2016	FISHER SCIENTIFIC	CHK	CLR	\$2,314.15
34252	03/24/2016	FISHER SCIENTIFIC	CHK	O/S	\$325.28
34391	04/22/2016	FISHER SCIENTIFIC	CHK	O/S	\$460.47
34290	03/24/2016	FLORIDA DEPARTMENT OF STATE	CHK	O/S	\$29.40
34406	04/22/2016	FLORIDA DEPARTMENT OF STATE	CHK	O/S	\$28.56
FRSMAR2016	04/06/2016	FLORIDA DIVISION OF RETIREMENT	CHK	O/S	\$19,189.96
34297	03/24/2016	FLORIDA POWER & LIGHT COMPANY	CHK	O/S	\$117,953.90
34419	04/22/2016	FLORIDA POWER & LIGHT COMPANY	CHK	O/S	\$140,148.23
34263	03/24/2016	FLORIDA SEALING PRODUCTS, INC.	CHK	O/S	\$3,075.03
34298	03/24/2016	FSAWWA	CHK	O/S	\$2,000.00
34420	04/22/2016	GOVERNMENT FINANCE OFFICERS AS	CHK	O/S	\$160.00
34208	03/11/2016	GRAINGER	CHK	CLR	\$138.10
34260	03/24/2016	GRAINGER	CHK	O/S	\$167.98
34404	04/22/2016	GRAINGER	CHK	O/S	\$487.60
34258	03/24/2016	GRAYBAR	CHK	O/S	\$471.18
34253	03/24/2016	HACH COMPANY	CHK	O/S	\$138.00
34393	04/22/2016	HACH COMPANY	CHK	O/S	\$3,148.49
34223	03/11/2016	HALFACRE CONSTRUCTION COMPANY	CHK	CLR	\$19,606.00
34200	03/11/2016	HDR ENGINEERING INC.	CHK	CLR	\$10,183.29
34282	03/24/2016	HDR ENGINEERING INC.	CHK	O/S	\$7,181.90
34410	04/22/2016	HELLING - BATTERIES PLUS	CHK	O/S	\$83.94
34199	03/11/2016	HOME DEPOT	CHK	CLR	\$29.69
34224	03/11/2016	HVMI, LLC	CHK	CLR	\$5,340.74
34421	04/22/2016	HVMI, LLC	CHK	O/S	\$37,327.66
34225	03/11/2016	ISA	CHK	O/S	\$120.00
34423	04/22/2016	J. H. HAM ENGINEERING INC.	CHK	O/S	\$29,132.00
34227	03/11/2016	JAN-PRO CLEANING SYSTEMS OF SW	CHK	CLR	\$495.00
34226	03/11/2016	JAN-PRO OF MANASOTA	CHK	CLR	\$249.00
34422	04/22/2016	JOHNSON ENGINEERING, INC.	CHK	O/S	\$11,507.50
34228	03/11/2016	KEETON'S OFFICE & ART SUPPLY	CHK	CLR	\$260.76
34299	03/24/2016	KEETON'S OFFICE & ART SUPPLY	CHK	O/S	\$1,123.68
34424	04/22/2016	KEETON'S OFFICE & ART SUPPLY	CHK	O/S	\$59.03
34300	03/24/2016	KING ENGINEERING ASSOCIATES INC.	CHK	O/S	\$4,928.40
34425	04/22/2016	KING ENGINEERING ASSOCIATES INC.	CHK	O/S	\$3,953.50
34280	03/24/2016	KINGSWAY ACE HARDWARE	CHK	O/S	\$144.78

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34394	04/22/2016	RINGSWAY ACE HARDWARE	CHK	O/S	\$316.54
34264	03/24/2016	MADER ELECTRIC MOTORS	CHK	O/S	\$1,900.00
34427	04/22/2016	MANSON BOLVES DONALDSON, P.A.	CHK	O/S	\$18,567.24
34254	03/24/2016	MCMMASTER-CARR SUPPLY CO	CHK	O/S	\$723.35
34301	03/24/2016	MIKE COATES	CHK	O/S	\$250.00
34426	04/22/2016	MIKE COATES	CHK	O/S	\$934.55
34188	03/11/2016	MSC INDUSTRIAL SUPPLY CO.	CHK	CLR	\$1,562.42
34248	03/24/2016	MSC INDUSTRIAL SUPPLY CO.	CHK	O/S	\$2,616.87
34382	04/22/2016	MSC INDUSTRIAL SUPPLY CO.	CHK	O/S	\$3,641.44
34284	03/24/2016	MWH AMERICAS INC	CHK	O/S	\$62,583.87
34204	03/11/2016	NATIONWIDE RETIREMENT SOLUTION	CHK	CLR	\$2,734.07
34287	03/24/2016	NATIONWIDE RETIREMENT SOLUTION	CHK	O/S	\$2,734.07
34402	04/22/2016	NATIONWIDE RETIREMENT SOLUTION	CHK	O/S	\$2,734.07
34428	04/22/2016	NATURAL RESOURCES LLC	CHK	O/S	\$33,275.00
34236	03/11/2016	NEOPOST FLORIDA	CHK	CLR	\$199.51
34392	04/22/2016	PAGE MECHANICAL GROUP, INC.	CHK	O/S	\$416.56
34305	03/24/2016	PATRICK J LEHMAN	CHK	O/S	\$420.00
34432	04/22/2016	PATRICK J LEHMAN	CHK	O/S	\$245.00
34232	03/11/2016	PMC ENGINEERING LLC	CHK	CLR	\$1,491.88
34433	04/22/2016	PMC ENGINEERING LLC	CHK	O/S	\$1,783.25
34265	03/24/2016	PORT CHARLOTTE LOCK & KEY	CHK	O/S	\$780.00
34429	04/22/2016	PORT CHARLOTTE LOCK & KEY	CHK	O/S	\$897.00
34230	03/11/2016	PREFERRED GOVERNMENT INSURANC	CHK	CLR	\$0.00
34304	03/24/2016	PREFERRED GOVERNMENT INSURANC	CHK	O/S	\$11,306.00
34247	03/24/2016	PRO-CHEM INC.	CHK	O/S	\$1,563.81
34235	03/11/2016	PROGRESSIVE WATER RESOURCES, L	CHK	CLR	\$12,500.00
34307	03/24/2016	PROGRESSIVE WATER RESOURCES, L	CHK	O/S	\$14,750.00
34435	04/22/2016	PROGRESSIVE WATER RESOURCES, L	CHK	O/S	\$9,750.00
34308	03/24/2016	RANCH PROPERTY HOLDINGS LLC	CHK	O/S	\$12,640.44
34437	04/22/2016	RANCH PROPERTY HOLDINGS LLC	CHK	O/S	\$12,640.44
34438	04/22/2016	RAPID SECURITY SOLUTIONS, LLC	CHK	O/S	\$305.00
34231	03/11/2016	RAY PILON	CHK	CLR	\$3,750.00
34436	04/22/2016	RICHARD ANDERSON	CHK	O/S	\$86.00
34268	03/24/2016	ROCTEST LTEE	CHK	O/S	\$12,131.00
34237	03/11/2016	SAFE TECH INC.	CHK	CLR	\$288.00
34205	03/11/2016	SAFETY SHOE DISTRIBUTORS, LLP	CHK	CLR	\$2,302.00
34403	04/22/2016	SAM'S CLUB	CHK	O/S	\$302.47
34310	03/24/2016	SARASOTA TROPHY & AWARDS INC.	CHK	O/S	\$73.50
34443	04/22/2016	SERVICEWEAR APPAREL INC.	CHK	O/S	\$2,941.22
34238	03/11/2016	SHEARER CONSULTING INC.	CHK	CLR	\$2,500.00
34269	03/24/2016	SIMS CRANE & EQUIPMENT	CHK	O/S	\$642.00
34439	04/22/2016	SKILLPATH SEMINARS	CHK	O/S	\$149.00
34271	03/24/2016	SMITH RANCH & GARDEN, INC.	CHK	O/S	\$599.20
34442	04/22/2016	SOLARES CONTROLS	CHK	O/S	\$1,548.49
34270	03/24/2016	SOUTHWEST MOBILE MECHANIC	CHK	O/S	\$859.59
34440	04/22/2016	SOUTHWEST MOBILE MECHANIC	CHK	O/S	\$1,560.00
34255	03/24/2016	SPECIALTY PARTS	CHK	O/S	\$157.44
34395	04/22/2016	SPECIALTY PARTS	CHK	O/S	\$932.62
34239	03/11/2016	STATE OF FLORIDA DISBURSEMENT U	CHK	CLR	\$652.44
34309	03/24/2016	STATE OF FLORIDA DISBURSEMENT U	CHK	O/S	\$993.06
34441	04/22/2016	STATE OF FLORIDA DISBURSEMENT U	CHK	O/S	\$993.06
34241	03/11/2016	STRATEGIC PEST CONTROL OF SW FL	CHK	CLR	\$380.00
34233	03/11/2016	SUNSHINE STATE ONE CALL OF FL, IN	CHK	CLR	\$44.34
34434	04/22/2016	SUNSHINE STATE ONE CALL OF FL, IN	CHK	O/S	\$44.34
34242	03/11/2016	SUPER T	CHK	CLR	\$2,163.97
34272	03/24/2016	SUPER T	CHK	O/S	\$573.10

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34243	03/11/2016	THE BANK OF NEW YORK MELLON	CHK	CLR	\$750.00	
34240	03/11/2016	THE SHIPPING POST	CHK	CLR	\$45.45	
34277	03/24/2016	THE SUN	CHK	O/S	\$58.63	
34387	04/22/2016	THE SUN	CHK	O/S	\$612.80	
34444	04/22/2016	THERMO ELECTRON NORTH AMERICA	CHK	O/S	\$1,530.26	
34311	03/24/2016	TKW CONSULTING ENGINEERS, INC.	CHK	O/S	\$7,779.95	
34445	04/22/2016	TKW CONSULTING ENGINEERS, INC.	CHK	O/S	\$17,553.98	
34207	03/11/2016	TOTALFUNDS BY HASLER	CHK	CLR	\$200.00	
34398	04/22/2016	TRANSCAT, INC.	CHK	O/S	\$182.63	
34446	04/22/2016	TRINOVA-FLORIDA	CHK	O/S	\$2,669.15	
34189	03/11/2016	TRULY NOLEN BRANCH 079	CHK	CLR	\$178.00	
34245	03/11/2016	U.S. BANK EQUIPMENT FINANCE	CHK	CLR	\$1,950.26	
34314	03/24/2016	U.S. BANK EQUIPMENT FINANCE	CHK	O/S	\$362.35	
34448	04/22/2016	U.S. BANK EQUIPMENT FINANCE	CHK	O/S	\$651.31	
34256	03/24/2016	U.S. WATER SERVICES CORPORATION	CHK	O/S	\$6,691.17	
34396	04/22/2016	U.S. WATER SERVICES CORPORATION	CHK	O/S	\$12,137.27	
34246	03/11/2016	UNITED SYSTEMS COMPUTER GROUP	CHK	CLR	\$16,555.04	
34273	03/24/2016	UNITED SYSTEMS COMPUTER GROUP	CHK	O/S	\$6,932.80	
34315	03/24/2016	UNITED SYSTEMS COMPUTER GROUP	CHK	O/S	\$1,181.55	
34244	03/11/2016	UPS	CHK	CLR	\$238.90	
34312	03/24/2016	UPS	CHK	O/S	\$82.45	
34447	04/22/2016	UPS	CHK	O/S	\$319.75	
34313	03/24/2016	UPS SUPPLY CHAIN SOLUTIONS, INC.	CHK	O/S	\$81.41	
34210	03/11/2016	USA BLUEBOOK	CHK	CLR	\$3,618.25	
34288	03/24/2016	USA BLUEBOOK	CHK	O/S	\$74.76	
34196	03/11/2016	VERIZON	CHK	CLR	\$214.99	
34316	03/24/2016	VOLUNTARY EXTRA DUTY ACCOUNT	CHK	O/S	\$270.00	
34302	03/24/2016	VONDELL NELSON	CHK	O/S	\$100.00	
34209	03/11/2016	VOYAGER FLEET SYSTEMS, INC.	CHK	CLR	\$1,651.48	
34194	03/11/2016	WOMACK SANITATION INC.	CHK	CLR	\$298.00	
34390	04/22/2016	WOMACK SANITATION INC.	CHK	O/S	\$1,202.00	
34274	03/24/2016	WORLD PETROLEUM CORP	CHK	O/S	\$65.00	
Check Total					\$1,642,813.15	

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34214	03/11/2016	CHARLOTTE COUNTY UTILITIES	CHK	CLR	\$164,694.84	
34419	04/22/2016	FLORIDA POWER & LIGHT COMPANY	CHK	O/S	\$140,148.23	
34297	03/24/2016	FLORIDA POWER & LIGHT COMPANY	CHK	O/S	\$117,953.90	
34215	03/11/2016	CHARLOTTE COUNTY BD OF COMMISS	CHK	CLR	\$68,178.02	
34217	03/11/2016	DESOTO COUNTY	CHK	CLR	\$66,333.33	
34284	03/24/2016	MWH AMERICAS INC	CHK	O/S	\$62,583.87	
34431	04/22/2016	C & S CHEMICALS INC.	CHK	O/S	\$44,968.10	
34267	03/24/2016	C & S CHEMICALS INC.	CHK	O/S	\$42,440.64	
34259	03/24/2016	CALGON CARBON CORPORATION	CHK	O/S	\$40,760.00	
34206	03/11/2016	CALGON CARBON CORPORATION	CHK	CLR	\$40,300.00	
34192	03/11/2016	ALLIED UNIVERSAL CORP.	CHK	CLR	\$40,148.56	
34421	04/22/2016	HVMI, LLC	CHK	O/S	\$37,327.66	
34428	04/22/2016	NATURAL RESOURCES LLC	CHK	O/S	\$33,275.00	
34423	04/22/2016	J. H. HAM ENGINEERING INC.	CHK	O/S	\$29,132.00	
34418	04/22/2016	EARTH BALANCE	CHK	O/S	\$29,065.00	
34386	04/22/2016	ALLIED UNIVERSAL CORP.	CHK	O/S	\$28,784.76	
PRTX4116	04/01/2016	BANK OF AMERICA-TAX EXPRESS	CHK	CLR	\$25,134.07	
PRTX41516	04/15/2016	BANK OF AMERICA-TAX EXPRESS	CHK	O/S	\$24,454.07	
PRTX3416	03/04/2016	BANK OF AMERICA-TAX EXPRESS	CHK	CLR	\$24,200.86	
PRTX42916	04/29/2016	BANK OF AMERICA-TAX EXPRESS	CHK	O/S	\$24,040.42	
34251	03/24/2016	ALLIED UNIVERSAL CORP.	CHK	O/S	\$23,959.14	
PRTX31816	03/18/2016	BANK OF AMERICA-TAX EXPRESS	CHK	CLR	\$23,838.79	
34223	03/11/2016	HALFACRE CONSTRUCTION COMPANY	CHK	CLR	\$19,606.00	
34229	03/11/2016	C & S CHEMICALS INC.	CHK	CLR	\$19,543.14	
FRSMAR2016	04/06/2016	FLORIDA DIVISION OF RETIREMENT	CHK	O/S	\$19,189.96	
34427	04/22/2016	MANSON BOLVES DONALDSON, P.A.	CHK	O/S	\$18,567.24	
34445	04/22/2016	TKW CONSULTING ENGINEERS, INC.	CHK	O/S	\$17,553.98	
34414	04/22/2016	CH2M HILL ENGINEERS INC.	CHK	O/S	\$17,156.44	
34197	03/11/2016	ARROYO PROCESS EQUIPMENT, INC.	CHK	CLR	\$16,849.56	
34246	03/11/2016	UNITED SYSTEMS COMPUTER GROUP	CHK	CLR	\$16,555.04	
34307	03/24/2016	PROGRESSIVE WATER RESOURCES, L	CHK	O/S	\$14,750.00	
34296	03/24/2016	EARTH BALANCE	CHK	O/S	\$13,928.50	
34308	03/24/2016	RANCH PROPERTY HOLDINGS LLC	CHK	O/S	\$12,640.44	
34437	04/22/2016	RANCH PROPERTY HOLDINGS LLC	CHK	O/S	\$12,640.44	
34235	03/11/2016	PROGRESSIVE WATER RESOURCES, L	CHK	CLR	\$12,500.00	
34396	04/22/2016	U.S. WATER SERVICES CORPORATION	CHK	O/S	\$12,137.27	
34268	03/24/2016	ROCTEST LTEE	CHK	O/S	\$12,131.00	
34422	04/22/2016	JOHNSON ENGINEERING, INC.	CHK	O/S	\$11,507.50	
34409	04/22/2016	ATKINS NORTH AMERICA, INC.	CHK	O/S	\$11,440.51	
34304	03/24/2016	PREFERRED GOVERNMENT INSURANC	CHK	O/S	\$11,306.00	
34303	03/24/2016	ATKINS NORTH AMERICA, INC.	CHK	O/S	\$11,196.80	
34200	03/11/2016	HDR ENGINEERING INC.	CHK	CLR	\$10,183.29	
34435	04/22/2016	PROGRESSIVE WATER RESOURCES, L	CHK	O/S	\$9,750.00	
34397	04/22/2016	AIR CENTERS-FLORIDA	CHK	O/S	\$9,221.67	
34412	04/22/2016	BENCHMARK ENVIROANALYTICAL INC	CHK	O/S	\$8,853.80	
34311	03/24/2016	TKW CONSULTING ENGINEERS, INC.	CHK	O/S	\$7,779.95	
34282	03/24/2016	HDR ENGINEERING INC.	CHK	O/S	\$7,181.90	
34273	03/24/2016	UNITED SYSTEMS COMPUTER GROUP	CHK	O/S	\$6,932.80	
34256	03/24/2016	U.S. WATER SERVICES CORPORATION	CHK	O/S	\$6,691.17	
34293	03/24/2016	BENCHMARK ENVIROANALYTICAL INC	CHK	O/S	\$6,213.90	
34224	03/11/2016	HVMI, LLC	CHK	CLR	\$5,340.74	
34300	03/24/2016	KING ENGINEERING ASSOCIATES INC.	CHK	O/S	\$4,928.40	
34221	03/11/2016	E.F. GAINES SURVEYING SERVICES, IN	CHK	CLR	\$4,600.00	
34212	03/11/2016	ARGILA ENTERPRISES, INC.	CHK	CLR	\$4,275.00	
34222	03/11/2016	AIRGAS SPECIALTY PRODUCTS	CHK	CLR	\$4,149.36	
34425	04/22/2016	KING ENGINEERING ASSOCIATES INC.	CHK	O/S	\$3,953.50	

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34219	03/11/2016	DIANE R. SALZ	CHK	CLR	\$3,750.00
34231	03/11/2016	RAY PILON	CHK	CLR	\$3,750.00
34213	03/11/2016	BENCHMARK ENVIROANALYTICAL INC	CHK	CLR	\$3,703.95
34381	04/22/2016	CIMTEC AUTOMATION, LLC	CHK	O/S	\$3,647.18
34382	04/22/2016	MSC INDUSTRIAL SUPPLY CO.	CHK	O/S	\$3,641.44
34210	03/11/2016	USA BLUEBOOK	CHK	CLR	\$3,618.25
34393	04/22/2016	HACH COMPANY	CHK	O/S	\$3,148.49
34263	03/24/2016	FLORIDA SEALING PRODUCTS, INC.	CHK	O/S	\$3,075.03
34443	04/22/2016	SERVICWEAR APPAREL INC.	CHK	O/S	\$2,941.22
34204	03/11/2016	NATIONWIDE RETIREMENT SOLUTION	CHK	CLR	\$2,734.07
34287	03/24/2016	NATIONWIDE RETIREMENT SOLUTION	CHK	O/S	\$2,734.07
34402	04/22/2016	NATIONWIDE RETIREMENT SOLUTION	CHK	O/S	\$2,734.07
34408	04/22/2016	ARGILA ENTERPRISES, INC.	CHK	O/S	\$2,700.00
34446	04/22/2016	TRINOVA-FLORIDA	CHK	O/S	\$2,669.15
34248	03/24/2016	MSC INDUSTRIAL SUPPLY CO.	CHK	O/S	\$2,616.87
34202	03/11/2016	COLE-PARMER INSTRUMENT CO.	CHK	CLR	\$2,599.00
34238	03/11/2016	SHEARER CONSULTING INC.	CHK	CLR	\$2,500.00
34294	03/24/2016	CHARLOTTE COUNTY BCC - EES	CHK	O/S	\$2,446.05
34262	03/24/2016	EARTH BALANCE	CHK	O/S	\$2,365.00
34195	03/11/2016	FISHER SCIENTIFIC	CHK	CLR	\$2,314.15
34205	03/11/2016	SAFETY SHOE DISTRIBUTORS, LLP	CHK	CLR	\$2,302.00
34242	03/11/2016	SUPER T	CHK	CLR	\$2,163.97
34218	03/11/2016	DMK ASSOCIATES	CHK	CLR	\$2,160.00
34298	03/24/2016	FSAWWA	CHK	O/S	\$2,000.00
34201	03/11/2016	CINTAS	CHK	CLR	\$1,985.99
34245	03/11/2016	U.S. BANK EQUIPMENT FINANCE	CHK	CLR	\$1,950.28
34264	03/24/2016	MADER ELECTRIC MOTORS	CHK	O/S	\$1,900.00
34289	03/24/2016	CENTURYLINK	CHK	O/S	\$1,898.60
34433	04/22/2016	PMC ENGINEERING LLC	CHK	O/S	\$1,783.25
34209	03/11/2016	VOYAGER FLEET SYSTEMS, INC.	CHK	CLR	\$1,651.48
34247	03/24/2016	PRO-CHEM INC.	CHK	O/S	\$1,563.81
34188	03/11/2016	MSC INDUSTRIAL SUPPLY CO.	CHK	CLR	\$1,562.42
34440	04/22/2016	SOUTHWEST MOBILE MECHANIC	CHK	O/S	\$1,560.00
34442	04/22/2016	SOLARES CONTROLS	CHK	O/S	\$1,548.49
34444	04/22/2016	THERMO ELECTRON NORTH AMERICA	CHK	O/S	\$1,530.26
34415	04/22/2016	DILLER-BROWN & ASSOC. INC.	CHK	O/S	\$1,494.77
34232	03/11/2016	PMC ENGINEERING LLC	CHK	CLR	\$1,491.88
34385	04/22/2016	AA ELECTRIC SE INC.	CHK	O/S	\$1,452.67
34285	03/24/2016	BUSINESS CARD	CHK	O/S	\$1,343.06
34401	04/22/2016	BUSINESS CARD	CHK	O/S	\$1,219.91
34198	03/11/2016	ANIXTER POWER SOLUTIONS, LLC	CHK	CLR	\$1,210.00
34390	04/22/2016	WOMACK SANITATION INC.	CHK	O/S	\$1,202.00
34315	03/24/2016	UNITED SYSTEMS COMPUTER GROUP	CHK	O/S	\$1,181.55
34299	03/24/2016	KEETON'S OFFICE & ART SUPPLY	CHK	O/S	\$1,123.68
34309	03/24/2016	STATE OF FLORIDA DISBURSEMENT U	CHK	O/S	\$993.06
34441	04/22/2016	STATE OF FLORIDA DISBURSEMENT U	CHK	O/S	\$993.06
34426	04/22/2016	MIKE COATES	CHK	O/S	\$934.55
34395	04/22/2016	SPECIALTY PARTS	CHK	O/S	\$932.62
34429	04/22/2016	PORT CHARLOTTE LOCK & KEY	CHK	O/S	\$897.00
34257	03/24/2016	CINTAS	CHK	O/S	\$890.90
34306	03/24/2016	DEX IMAGING	CHK	O/S	\$866.67
34270	03/24/2016	SOUTHWEST MOBILE MECHANIC	CHK	O/S	\$859.59
34191	03/11/2016	CIMTEC AUTOMATION, LLC	CHK	CLR	\$813.03
34265	03/24/2016	PORT CHARLOTTE LOCK & KEY	CHK	O/S	\$780.00
34243	03/11/2016	THE BANK OF NEW YORK MELLON	CHK	CLR	\$750.00
34264	03/24/2016	MCMASER-CARR SUPPLY CO	CHK	O/S	\$723.35

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

CHECK REGISTER: MARCH & APRIL 2016

By Amount Largest to Smallest

Bank Code:	PUBLIC FUNDS INTEREST CHECKING			Current	\$3,246,355.16
Document Number	Date	Payee Name / Description	Type	Status	Amount
34283	03/24/2016	BUSINESS CARD	CHK	O/S	\$665.52
34239	03/11/2016	STATE OF FLORIDA DISBURSEMENT U	CHK	CLR	\$652.44
34448	04/22/2016	U.S. BANK EQUIPMENT FINANCE	CHK	O/S	\$651.31
34269	03/24/2016	SIMS CRANE & EQUIPMENT	CHK	O/S	\$642.00
34413	04/22/2016	BUFFALO GRAFFIX	CHK	O/S	\$625.00
34416	04/22/2016	DMK ASSOCIATES	CHK	O/S	\$616.01
34387	04/22/2016	THE SUN	CHK	O/S	\$612.80
34271	03/24/2016	SMITH RANCH & GARDEN, INC.	CHK	O/S	\$599.20
34286	03/24/2016	BUSINESS CARD	CHK	O/S	\$587.06
34272	03/24/2016	SUPER T	CHK	O/S	\$573.10
34417	04/22/2016	DOLPHIN TRANSPORTATION SPECIALI	CHK	O/S	\$530.44
34220	03/11/2016	DISTINCTIVE WINDOW CLEANERS, LLC	CHK	CLR	\$500.00
34227	03/11/2016	JAN-PRO CLEANING SYSTEMS OF SW	CHK	CLR	\$495.00
34404	04/22/2016	GRAINGER	CHK	O/S	\$487.60
34258	03/24/2016	GRAYBAR	CHK	O/S	\$471.18
34391	04/22/2016	FISHER SCIENTIFIC	CHK	O/S	\$460.47
34305	03/24/2016	PATRICK J LEHMAN	CHK	O/S	\$420.00
34392	04/22/2016	PAGE MECHANICAL GROUP, INC.	CHK	O/S	\$416.56
34405	04/22/2016	CENTURYLINK	CHK	O/S	\$415.52
34203	03/11/2016	EUROFINS EATON ANALYTICAL, INC.	CHK	CLR	\$395.00
34241	03/11/2016	STRATEGIC PEST CONTROL OF SW FL	CHK	CLR	\$380.00
34314	03/24/2016	U.S. BANK EQUIPMENT FINANCE	CHK	O/S	\$362.35
34400	04/22/2016	BUSINESS CARD	CHK	O/S	\$326.27
34252	03/24/2016	FISHER SCIENTIFIC	CHK	O/S	\$325.28
34447	04/22/2016	UPS	CHK	O/S	\$319.75
34394	04/22/2016	KINGSWAY ACE HARDWARE	CHK	O/S	\$316.54
34438	04/22/2016	RAPID SECURITY SOLUTIONS, LLC	CHK	O/S	\$305.00
34403	04/22/2016	SAM'S CLUB	CHK	O/S	\$302.47
34194	03/11/2016	WOMACK SANITATION INC.	CHK	CLR	\$298.00
34237	03/11/2016	SAFE TECH INC.	CHK	CLR	\$288.00
34316	03/24/2016	VOLUNTARY EXTRA DUTY ACCOUNT	CHK	O/S	\$270.00
34228	03/11/2016	KEETON'S OFFICE & ART SUPPLY	CHK	CLR	\$260.76
34301	03/24/2016	MIKE COATES	CHK	O/S	\$250.00
34226	03/11/2016	JAN-PRO OF MANASOTA	CHK	CLR	\$249.00
34432	04/22/2016	PATRICK J LEHMAN	CHK	O/S	\$245.00
34244	03/11/2016	UPS	CHK	CLR	\$238.90
34190	03/11/2016	DMS-FINANCIAL MGMT SERVICES	CHK	O/S	\$227.64
34281	03/24/2016	BUSINESS CARD	CHK	O/S	\$218.00
34196	03/11/2016	VERIZON	CHK	CLR	\$214.99
34291	03/24/2016	ALL FLORIDA WATER-TAMPA	CHK	O/S	\$211.58
34384	04/22/2016	DMS-FINANCIAL MGMT SERVICES	CHK	O/S	\$205.02
34207	03/11/2016	TOTALFUNDS BY HASLER	CHK	CLR	\$200.00
34236	03/11/2016	NEOPOST FLORIDA	CHK	CLR	\$199.51
34383	04/22/2016	CINTAS	CHK	O/S	\$191.27
34398	04/22/2016	TRANSCAT, INC.	CHK	O/S	\$182.63
34189	03/11/2016	TRULY NOLEN BRANCH 079	CHK	CLR	\$178.00
34260	03/24/2016	GRAINGER	CHK	O/S	\$167.98
34420	04/22/2016	GOVERNMENT FINANCE OFFICERS AS	CHK	O/S	\$160.00
34255	03/24/2016	SPECIALTY PARTS	CHK	O/S	\$157.44
34439	04/22/2016	SKILLPATH SEMINARS	CHK	O/S	\$149.00
34280	03/24/2016	KINGSWAY ACE HARDWARE	CHK	O/S	\$144.78
34208	03/11/2016	GRAINGER	CHK	CLR	\$138.10
34253	03/24/2016	HACH COMPANY	CHK	O/S	\$138.00
34216	03/11/2016	CHARLOTTE PLUMBING K & BATH INC.	CHK	CLR	\$130.00
34261	03/24/2016	ALLIED ELECTRONICS, INC.	CHK	O/S	\$124.52
34249	03/24/2016	CINTAS	CHK	O/S	\$120.73

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

CHECK REGISTER: MARCH & APRIL 2016

By Amount Largest to Smallest

Bank Code:		PUBLIC FUNDS INTEREST CHECKING			Current	\$3,246,355.16
Document Number	Date	Payee Name / Description	Type	Status	Amount	
34225	03/11/2016	ISA	CHK	O/S	\$120.00	
34302	03/24/2016	VONDELL NELSON	CHK	O/S	\$100.00	
34436	04/22/2016	RICHARD ANDERSON	CHK	O/S	\$86.00	
34410	04/22/2016	HELLING - BATTERIES PLUS	CHK	O/S	\$83.94	
34312	03/24/2016	UPS	CHK	O/S	\$82.45	
34313	03/24/2016	UPS SUPPLY CHAIN SOLUTIONS, INC.	CHK	O/S	\$81.41	
34250	03/24/2016	CIMTEC AUTOMATION, LLC	CHK	O/S	\$80.15	
34276	03/24/2016	DMS-FINANCIAL MGMT SERVICES	CHK	O/S	\$79.35	
34295	03/24/2016	DESOTO CTY BRD OF CTY COMMISSIO	CHK	O/S	\$75.00	
34288	03/24/2016	USA BLUEBOOK	CHK	O/S	\$74.76	
34310	03/24/2016	SARASOTA TROPHY & AWARDS INC.	CHK	O/S	\$73.50	
34275	03/24/2016	BLUSITE SOLUTIONS OF SOUTHWEST	CHK	O/S	\$70.00	
34274	03/24/2016	WORLD PETROLEUM CORP	CHK	O/S	\$65.00	
34424	04/22/2016	KEETON'S OFFICE & ART SUPPLY	CHK	O/S	\$59.03	
34277	03/24/2016	THE SUN	CHK	O/S	\$58.63	
34240	03/11/2016	THE SHIPPING POST	CHK	CLR	\$45.45	
34233	03/11/2016	SUNSHINE STATE ONE CALL OF FL, IN	CHK	CLR	\$44.34	
34434	04/22/2016	SUNSHINE STATE ONE CALL OF FL, IN	CHK	O/S	\$44.34	
34407	04/22/2016	ADVANTAGE CARE INC.	CHK	O/S	\$40.00	
34211	03/11/2016	ANN LEE	CHK	CLR	\$30.00	
34199	03/11/2016	HOME DEPOT	CHK	CLR	\$29.69	
34290	03/24/2016	FLORIDA DEPARTMENT OF STATE	CHK	O/S	\$29.40	
34406	04/22/2016	FLORIDA DEPARTMENT OF STATE	CHK	O/S	\$28.56	
34292	03/24/2016	BILL'S BOTTLED WATER SERVI CE	CHK	O/S	\$27.00	
34411	04/22/2016	BILL'S BOTTLED WATER SERVI CE	CHK	O/S	\$27.00	
34389	04/22/2016	AIRGAS USA, LLC	CHK	O/S	\$18.58	
34279	03/24/2016	AIRGAS USA, LLC	CHK	O/S	\$18.02	
34234	03/11/2016	DEX IMAGING	CHK	CLR	\$16.00	
34193	03/11/2016	FEDERAL EXPRESS	CHK	CLR	\$13.39	
34388	04/22/2016	FEDERAL EXPRESS	CHK	O/S	\$11.12	
34278	03/24/2016	FEDERAL EXPRESS	CHK	O/S	\$9.89	
34230	03/11/2016	PREFERRED GOVERNMENT INSURANC	CHK	CLR	\$0.00	
Check Total					\$1,642,813.15	

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
CHECK REGISTER: MARCH & APRIL 2016**

Bank Code:	CONSTRUCTION CHECKING			Current	\$543,661.47
Document	Date	Payee Name / Description	Type	Status	Amount
2294	03/25/2016	BLACK & VEATCH	CHK	O/S	\$10,190.09
2295	03/25/2016	KING ENGINEERING ASSOCIATES INC	CHK	O/S	\$16,004.07
2296	04/22/2016	KING ENGINEERING ASSOCIATES INC	CHK	O/S	\$14,050.00
2297	04/22/2016	BLACK & VEATCH	CHK	O/S	\$4,210.00
				Check Total	\$44,454.16

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
CHECK REGISTER: MARCH & APRIL 2016
Alphabetically by Vendor

Bank Code:	CONSTRUCTION CHECKING			Current	\$543,661.47
Document	Date	Payee Name / Description	Type	Status	Amount
2294	03/25/2016	BLACK & VEATCH	CHK	O/S	\$10,190.00
2297	04/22/2016	BLACK & VEATCH	CHK	O/S	\$4,210.00
2295	03/25/2016	KING ENGINEERING ASSOCIATES INC	CHK	O/S	\$16,004.07
2298	04/22/2016	KING ENGINEERING ASSOCIATES INC	CHK	O/S	\$14,050.00
				Check Total	\$44,454.16

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
CHECK REGISTER: MARCH & APRIL 2016
By Amount Largest to Smallest

Bank Code:	CONSTRUCTION CHECKING			Current	\$543,661.47
Document	Date	Payee Name / Description	Type	Status	Amount
2295	03/25/2016	KING ENGINEERING ASSOCIATES INC	CHK	O/S	\$16,004.07
2296	04/22/2016	KING ENGINEERING ASSOCIATES INC	CHK	O/S	\$14,050.00
2294	03/25/2016	BLACK & VEATCH	CHK	O/S	\$10,190.09
2297	04/22/2016	BLACK & VEATCH	CHK	O/S	\$4,210.00
				Check Total	\$44,454.16

***PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
June 1, 2016***

**ROUTINE STATUS REPORTS
ITEM 3**

**Regional Integrated Loop System
Phase 1 Interconnect [U.S. 17 to Punta Gorda]**

Project Status Report

Project: Regional Integrated Loop System Phase 1 Interconnect Pipeline Project
[U.S. 17 to Punta Gorda]

Date: June 1, 2016

Prepared by: Ford Ritz, P.E., Project Engineer

The following information summarizes the project description and current status. (see attached conceptual pipe route map).

Project Description

The Phase 1 Interconnect will provide a plant-to-plant connection between the Peace River Facility in DeSoto County with the Punta Gorda Shell Creek Water Treatment Plant in Charlotte County. The project will support the City in meeting drinking water quality requirements through blending with regional supply, provide back-up water supply to the DeSoto County system, and improve regional and local water supply system reliability. The project is envisioned to delivery up to 4-million gallons per day (mgd) of regional finished water from the to the City's Shell Creek WTP and to receive up to 2-mgd from the City Shell Creek WTP.

The estimated project cost is \$12-million. The design and construction schedule is estimated to be 30 to 36 months from start to finish.

The project scope includes:

- Approximately 6.3 miles of a minimum of 24-inch diameter pipeline
- Directional drill or open cut crossing of Shell Creek (evaluated during design)
- Metering/SCADA and telemetry at connection facilities
- Need for pumping and storage facilities (evaluated during design)
- Conceptual route(s) (evaluated during design).

As currently envisioned, the Phase 1 Interconnect begins at the terminus of the regional system's DeSoto Regional Transmission Main on U.S. 17 at the DeSoto/Charlotte County line, continues south along U.S. 17, east and south along Washington Loop Road, along an abandoned railroad corridor, and across Shell Creek to the City's Shell Creek WTP. Refer to the attached conceptual route map.

Current status

The Phase 1 Interconnect was Board approved for Design by King Engineering Associates, Inc. on February 25, 2016. The Notice-to-Proceed for Work Order 1- Preliminary Design Services/Basis of Design Report was issued to King on March 5, 2016. The Project Kick Off Meeting was held on March 15, 2016. This period Project Progress Meetings were held on April 28, and May 10, 2016. Additionally a coordination meeting was held with FPL on April 18th. Currently King is identifying and evaluating potential pipeline routes, alternate construction methods for crossing Shell Creek, and developing preliminary design requirements.

Project History Briefing

Project: Regional Integrated Loop System Phase 1 Interconnect Pipeline Project
[U.S. 17 to Punta Gorda]

Date: June 1 , 2016

Prepared by: Ford Ritz, P.E., Project Engineer

The following information summarizes the historical milestones and events of the Regional Integrated Loop System Phase 1 Interconnect.

- July 24, 2015 The Authority Advertised for Consultant Statement of Qualifications (SOQs) for engineering design and construction management services for the Phase 1 Regional Interconnect Pipeline Project.

- August 25, 2015 Deadline for consultant SOQ package. Five SOQ packages were timely received by the following:
 - Atkins North America, Inc.
 - Johnson Engineering, Inc.
 - Kimley Horn and Associates, Inc.
 - King Engineering Associates, Inc.
 - TKW Consulting Engineers, Inc.

- August 28, 2015 Electronic Copies of the SOQ Packages were distributed to member and customer utility directors and the SWFWMD for feedback or comments. Feedback was requested by September 14, 2015.

- September 22, 2015 A short list of three Consultants were listed in alphabetical order and posted on the Authority Web Site.
 - Atkins North America, Inc.
 - King Engineering Associates, Inc.
 - TKW Consulting Engineers, Inc.

- October 7, 2015 Short listed consultants gave their presentations and were interviewed by the Authority Board. King Engineering Associates, Inc. was selected by the Board for the Phase 1 Project.

- December 2, 2015 The Authority Board approved the Interlocal Agreement for the Phase 1 Regional Interconnect Between the PRMRWSA and the City of Punta Gorda.

- December 2, 2015 The Consent Request for approval of the The Authority/Punta Gorda Phase 1 Interconnect Project was submitted to the Charlotte County Board of County Commissioners.

- February 23, 2016 Charlotte County Board of County Commissioners granted Consent for the Phase 1 Interconnect Project.

- February 25, 2016 The Authority Board (Special Board Meeting)Approved the following:
 - The Interlocal Agreement between PRMRWSA and DeSoto County for the Phase 1 Regional Interconnect.
 - The Cooperative Funding Agreement between the SWFWMD and PRMRWSA for the Phase 1 Regional Interconnect for a total of \$12 million. Subdivided into Punta Gorda payment of \$2 million, State Appropriations of \$4 million and SWFWMD Cooperative Funding of of \$6 million.
 - The Contract for Professional Engineering Services for Design and Construction Management/Inspection for the Phase 1 Regional Interconnect with King Engineering Associates, Inc. King).
 - Work Order No. 1 for Preliminary Design Services of Phase 1 with King in the amount of \$278,760. The effort for completion of Work Order 1 is 180-calendar days from the Notice-to-Proceed date.

- March 5, 2016 Pending execution of the Cooperative Funding Agreement between the SWFWMD and PRMRWSA for the Phase 1 Regional Interconnect the Notice-to-Proceed was issued to King for Work Order 1, Preliminary Design Services.

- March 15, 2016 The Phase 1 Interconnect kickoff meeting was held at the Peace River Facility. The meeting was attended by Authority staff, SWFWMD, King and the City of Punta Gorda.

- April/May 2016 On April 18, 2016, a Coordination Meeting was held with Florida Power and Light, regarding Easements/ROW on potential project Routes. The meeting was attended by King, Authority, and FPL.

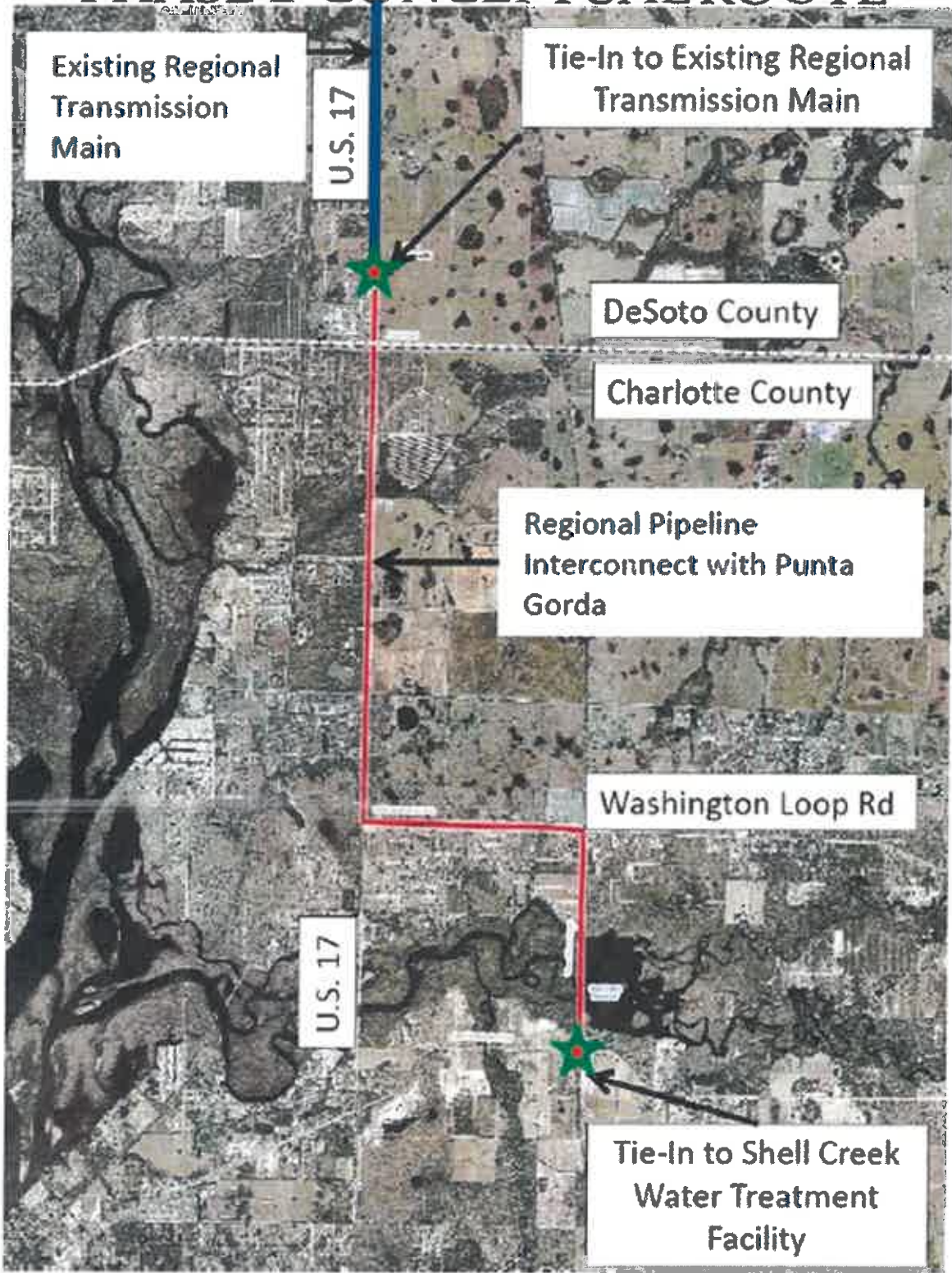
On April 28, 2016, a Project Progress Meeting held. The meeting was attended by the Desoto County, SWFWMD, King and Authority staff. Items discussed included:

1. Status of Preliminary Engineering Effort
2. Project Metering and SCADA requirements
3. Operations of Project Prairie by Desoto County
4. Status of Route Evaluations
5. Schedule for BODR

On May10, 2016, a Project Progress meeting was held with the Desoto County at the South Booster Station/Project Prairie site. The meeting was attended by Desoto County, King, and Authority staff. The group toured the site including the pump building, yard piping routes, and meter assemblies. Desoto County described how water flow is control at the Booster Station. Phase 1 yard piping, meters and telemetry alternatives as well as potential site locations for new meter assemblies were discussed.

Also on May 10, 2016 a Project Progress meeting was held with Punta Gorda at the Shell Creek Water Treatment Plant. The meeting was attended by Punta Gorda, King and Authority staff. Phase 1 connection points at the Plant, metering, and telemetry were discussed. Coordination between the Phase 1 and the City's RO Plant construction schedules were also discussed. The group toured the Shell Creek reservoir and dam. King explained alternate construction methods for crossing Shell Creek that are being evaluated. The City plans to implement and operate Phase 1 flow control set points similar to the current Phase 1A flow control scheme.

PHASE 1 CONCEPTUAL ROUTE



***PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
June 1, 2016***

**ROUTINE STATUS REPORTS
ITEM 4**

Partially Treated Water Aquifer Storage and Recovery Project

Project Status Report

Project: Partially Treated Water Aquifer Storage and Recovery

Date: June 1, 2016

Prepared by: Mike Coates, P.G., Deputy Director

Project Description

The Authority's Aquifer Storage and Recovery (ASR) System includes 21 ASR production wells with a design storage capacity of 6.3 BG. While this system is a critical storage component for the Peace River Facilities, it is operationally expensive. Water in ASR is fully treated twice to drinking water standards; first on injection in accordance with our existing operations permit for ASR; and again on recovery as water recovered from ASR is discharged to the raw water reservoir system because of naturally occurring arsenic picked up during storage in the limestone aquifer. Operationally this makes water from ASR twice as expensive as water from the raw water reservoir system.

Converting to a partially treated (minimal filtration and possibly disinfection prior to injection) ASR system has the potential to offer considerable cost savings, improve ASR recovery efficiency, and may also provide opportunities to obtain credit for over-recharging the Floridan Aquifer in the Southern Water Use Caution Area. The project is expected to involve multiple steps including:

- Modification of the existing ASR permit to allow pilot testing the partially treated ASR concept on two existing ASR production wells.
- Conducting the pilot testing, evaluating results, and re-evaluating costs for the system.
- If results are favorable the ASR system would be re-permitting to enable use of partially treated water for recharging the system.
- New pumping facilities would be constructed adjacent to Reservoir 1 to support ASR recharge.

Current status

The preliminary study on partially treated water ASR was completed in March 24, 2016 and presented to the Authority Board on April 6, 2016. On April 29, 2016 Authority and CH2M staff met with and discussed the new ASR concept with the FDEP staff in Tallahassee. Based on those discussions a permit application is being prepared requesting modification of the existing ASR operations permit to enable pilot testing of partially treated water at two wells in ASR wellfield 2.

Project History Briefing

Project: Partially Treated Water Aquifer Storage and Recovery

Date: June 1, 2016

Prepared by: Mike Coates, P.G., Deputy Director

The following information summarizes the historical milestones and key events of the Partially Treated ASR Project.

- October 2015 Executed Work Order 15-02 with CH2M for Partially Treated ASR Desk-Top Study October 9, 2015.
- March 2016 Desk-top study completed March 24, 2016. Recommends pilot testing partially treated concept. If pilot testing is successful, study indicates potential savings of \$334K to \$394K per year for partially treated system compared with current system. Requires new \$7.5M pumping facilities near Reservoir 1 for recharging ASR.
- April 2016 Presentation of partially treated ASR concept to Authority Board April 6, 2016. Recommended scheduling meeting with FDEP in Tallahassee to discuss concept, permit modification and pilot testing. Met with FDEP staff in Tallahassee April 29, 2016 to discuss partially treated water ASR at the Peace River Facility. Recommendation from meeting is to apply for ASR permit modification enabling pilot testing.
- May 2016 Began preparing application to modify ASR permit to allow pilot testing of partially treated ASR concept on two wells in wellfield 2.