

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY  
BOARD OF DIRECTORS MEETING  
SUMMARY AGENDA  
October 5, 2016 @ 9:30 a.m.**

Sarasota County Administration Center, Commission Chambers, First Floor  
1660 Ringling Boulevard, Sarasota, 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 employee for their service:

<b>Milestone</b>	<b>Employee</b>	<b>Position</b>
10 Years	Mike Coates	Deputy Director

## CONSENT AGENDA

### 1. Minutes of July 28, 2016 Board of Directors Meeting

**Recommended Action -**

**Motion** to approve minutes of July 28, 2016 Board of Directors meeting.

Draft minutes of the July 28, 2016 Board of Directors meeting are provided for Board approval.

### 2. Annual Regulatory Plan 2016-2017

**Recommended Action -**

**Motion** to approve the 'Annual Regulatory Plan 2016-2017'.

Section 120.74(1), Florida Statutes requires "State Agencies" to prepare an 'Annual Regulatory Plan' that includes a listing of each law enacted or amended during the previous 12-months that creates or modifies the authority of that Agency. The Authority's General Counsel has reviewed Authority rules and determined that they remain consistent with the agency's rulemaking authority and the law implemented. The 2016-2017 Regulatory Plan of the Peace River Manasota Regional Water Supply Authority is attached for Board consideration.

### 3. 'Classification & Pay Plan' Pay Range Indexing

**Recommended Action -**

**Motion** to approve the 'Classification & Pay Plan' Pay Range Indexing of 5% effective October 1, 2016.

The 'Classification & Pay Plan' approved by the Board of Directors February 2015 stipulates that staff is to conduct an annual review of the plan to determine any recommended adjustment to maintain competitiveness of the Authority. Any adjustments are to be applied globally to the system which in effect adjusts the entire salary range. The adjustment will be made on an annual basis as approved by the Board of Directors and effective on October 1st of each fiscal year. The pay ranges in the current plan were effective October 1, 2014.

In accordance with the Authority's policy, staff has conducted a localized survey for pay ranges of our member counties and other local agencies to compare employee compensation. Based on the results of that survey, staff recommends that the Authority's salary ranges be indexed upward 5% (for 2 year period October 1, 2014 – October 1, 2016) to maintain competitive in the regional market. The proposed pay grade pay range adjustment will not impact the FY 2017 Budget, nor will the Authority need to adjust the current salaries of any of its employees to be consistent with the revised (proposed) pay category ranges.

**Budget Action** – No action needed.

### 4. Award Contract for Peace River Intake Dredge Project to Marine Contracting Group Inc.

**Recommended Action -**

**Motion** to award the 'Peace River Intake Pump Station Dredge Project' to Marine Contracting Group, Inc. and authorize the Executive Director to execute the contract for \$262,669 [includes \$50,000 Owner's allowance to be used as may be needed and authorized by the Executive Director].

The Authority's Peace River intake pump station structure was designed and constructed in the late

1970's. Part of that construction effort involved dredging a sump area (approximately 14,000 ft<sup>2</sup>) in the river-bed in front of the pump station to help preserve hydraulic capacity at the intake and keep sediment from being pulled in and causing damage to the pump impellers. Over the ensuing 35 years of continuous operation sediment has filled in most of the original sump area. This project involves maintenance dredging of the bottom of the Peace River in the original sump area to restore the bottom elevation to the original design condition.

Johnson Engineering, Inc. developed the engineering plans and specifications for this project and assisted the Authority during the FDEP permitting and bid phase activities. The project was advertised on July 29, 2016 and bids were opened on August 31, 2016. A total of three bids were timely received, and ranged from \$262,669 to \$378,000. The engineer's estimated construction cost for the project was \$354,000.

The low bidder, Marine Contracting Group, Inc. from Punta Gorda, satisfactorily met all of the qualification standards for the project and has successfully completed other similar projects in the local area. Staff recommends award of the contract for the 'Peace River Intake Pump Station Dredge Project' to Marine Contracting Group, Inc. in an amount not to exceed \$262,669. This amount includes a \$50,000 owners allowance in the event unforeseen work is needed to complete the project.

**Budget Action** – No action needed. [Project is included in FY 2017 R&R Budget]

#### **5. Letter of appreciation to Linda Stewart for service to the Authority**

**Recommended Action -**

**Motion** for letter of appreciation to Linda Stewart for service to the Authority upon retirement.

Linda Stewart served as the Authority's executive secretary from September 1998 through her retirement in August 2016. Linda always represented the Authority in the office and during Board meetings in a pleasant, cooperative, and competent manner and we sincerely appreciate her 18-years of service.

Staff recommends the Authority extend a letter of appreciation to Ms. Stewart for her years of service and wish her well in retirement.

#### **6. Letter of appreciation to Wendy Griffin for service on the SWFWMD Governing Board**

**Recommended Action -**

**Motion** for letter of appreciation to Wendy Griffin for service on the Southwest Florida Water Management District Governing Board.

Ms. Wendy Griffin served on the Governing Board of the Southwest Florida Water Management District from September 2012 through August 2016. Ms. Griffin's professionalism and steadfast water advocacy on the Governing Board has been instrumental in furthering the partnership between the SWFWMD and the Authority in the development of a regional water supply system for the benefit of the citizens of the four counties.

Staff recommends the Authority extend a letter of appreciation to Ms. Griffin for her years of service to this region on the SWFWMD Governing Board.

#### **7. Letter of appreciation to Thomas Bronson for service on the SWFWMD Governing Board**

**Recommended Action -**

**Motion** for letter of appreciation to Thomas Bronson for service on the Southwest Florida Water Management District Governing Board.

Mr. Thomas Bronson served on the Governing Board of the Southwest Florida Water Management District from March 2013 through August 2016. Mr. Bronson's professionalism and steadfast water advocacy on the Governing Board has been instrumental in furthering the partnership between the SWFWMD and the Authority in the development of a regional water supply system for the benefit of the citizens of the four counties.

Staff recommends the Authority extend a letter of appreciation to Mr. Bronson for his years of service to this region on the SWFWMD Governing Board.

## REGULAR AGENDA

### 1. Water Supply Conditions – Staff Presentation

#### 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 September 15, 2016.

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

September Water Demand	20.85 MGD
September River Withdrawals	10.97 MGD
<b>Storage Volume:</b>	
Reservoirs	6.34 BG
ASR	6.39 BG
Total	12.73 BG

### 2. MBDV P.A. Agreement for General Counsel Services First Amendment

#### Recommended Action -

**Motion** to approve First Amendment to the Agreement for General Counsel Services with MBDV, P.A.

The Agreement for General Counsel Services with Manson Bolves Donaldson Varn, P.A was entered into August 5, 2015 for a term of three years (October 1, 2015 through September 30, 2018). The Agreement authorizes FY 2016 fees for in-scope activities not to exceed \$180,000. For each subsequent Agreement year, the Board is to set the amount for legal services by amendment.

The First Amendment provides for an amount not to exceed \$180,000 (same as FY 2016). All other provisions of the Agreement remain unchanged.

**Budget Action** – No action needed.

### 3. State Lobbyist Services Selection

#### Recommended Action -

**Motion** to authorize the Executive Director to execute Agreement for State Lobbyist Services with

The Authority's existing Agreement for legislative services expired September 30, 2016. Request for Proposals (RFP) solicited in accordance with the Authority's Procurement Policy and four (4) submittals were received by the September 13, 2016 deadline.

The selection committee for State Lobbyist Services and met on September 21, 2016 to discuss and rank the submittals. The selection committee recommends the Board interview the top two (2) firms for consideration. The two firms have been invited to attend be allotted up to 10 minutes each to make a presentation and answer any questions from the Board. The firms are:

- Diane R. Salz governmental consulting
- Manson Bolves Donaldson Varn, P.A.

Following interview the Board will rank and authorize the Executive Director to execute an Agreement for State Lobbyist as contained in the RFP. The Agreement is effective October 1, 2016 for a term of three (3) years with up to two (2) additional one-year extensions upon mutual consent.

**Budget Action:** No action needed.

#### 4. Southwest Florida Water Management District FY 2018 Cooperative Funding Applications

##### **Recommended Action -**

**Motion** to authorize submittal of FY 2018 Cooperative Funding Initiative Applications to SWFWMD for four projects adopt recommended project co-funding ranking.

FY 2018 Cooperative Funding Initiative applications for the Southwest Florida Water Management Districts (SWFWMD) are due October 7, 2016. Four Authority projects are proposed for submittal requesting up to 50% of eligible costs for each project. Recommended project ranking is shown in table below.

Rank	Project	Estimated Project Cost
1	Regional Integrated Loop System - Phase 3B Interconnect [S.R. 681 to Clark Road]	\$26.9 M
2	Regional Integrated Loop System - Phase 3D Interconnect [Fruitville Road to Manatee County]	\$4.95 M
	Regional Integrated Loop System – Phase 4 Interconnect (Segment 1) [Burnt Store WTP to Phase 1A]	\$4.9 M
4	Partially Treated Surface Water ASR	\$7.7 M

**Budget Action –** No action needed. [Projects are included in the 5-Year CIP]

#### 5. Partially Treated Water Aquifer Storage and Recovery (ASR) Concept

##### **Recommended Action -**

**Motion** to approve Work Order 16-04 ‘Partially Treated Surface Water ASR Pilot Study’ to CH2M for an amount not to exceed \$199,586.

The Authority owns and operates the largest Aquifer Storage and Recovery (ASR) System in the eastern United States. The system has been installed incrementally over more than 30 years and now includes 21 ASR production wells and 24 monitoring wells. While this system is a critical storage component, contributing to the yield and reliability of 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 because of the potential 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 reservoir system.

In April 2016, staff briefed the Board on a concept evaluation recently completed for the Authority by CH2M for the option of storing partially treated surface water, rather than fully treated water in the ASR system. The CH2M study indicated that significant operational cost savings were possible for the Authority assuming the partially treated ASR concept could be proven up, permitted and implemented. In August the Authority submitted an application to the FDEP to modify the ASR system operating permit to allow pilot testing of the partially treated surface water concept at two wells in ASR Wellfield 2. Staff expects that the FDEP will issue this permit modification this month which will provide for pilot testing.

Work Order 16-04 to CH2M will complete pilot testing of the partially treated water ASR concept in accordance with the requested permit modification. Up to three cycles (one cycle = recharge + storage + recovery) of testing/monitoring results from the production wells and surrounding monitor wells will be evaluated to assess the efficiency of using partially treated surface water for ASR at the Authority's site. Testing is expected to be completed by fall 2017. Test results will be presented to the Board, and if favorable and approved by the Board, modification of the Authority's ASR permits would be requested from FDEP. With successful permit modification, future work on the project would include design and construction of new pumping facilities adjacent to Reservoir 1 to enable recharging ASR with partially treated surface water. The FY 2017 budget CIP includes this project, with completion anticipated in 2020.

Notice to proceed on Work Order 16-04 will only be issued upon FDEP approval of the requisite permit modification. Staff recommends approval of WO 16-04 to CH2M for an amount not to exceed \$199,586.  
**Budget Action** – No action needed. [Project is included in FY 2017 CIP Budget]

## 6. Executive Director Annual Review

### Recommended Action -

Motion to approve Amendment to Employment Agreement for Executive Director providing 4% pay increase effective October 1, 2016.

Authority policy provides that the chairman shall review the review forms completed and submitted by each Board member and develop any appropriate recommendations which shall be presented for consideration by the Board. Commissioner Constance's recommendation is attached and presented to the Board for its consideration.

## GENERAL COUNSEL'S REPORT

### Recommended Action -

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

## EXECUTIVE DIRECTOR'S REPORT

### Recommended Action -

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

### 1. Legislative Priorities

Staff will present draft Legislative Priorities for 2017 for board discussion. Final action will be requested at the December board meeting.

## **2. Orange Hammock Ranch Conservation – Update**

An update on Orange Hammock Ranch Conservation efforts was presented at a joint meeting of the Sarasota County BOCC and North Port City Commission on September 12. The PowerPoint presentation from the meeting is provided.

## **3. Fitch Ratings Reaffirmation of Bond Rating ‘AA-‘**

Fitch Ratings recently complete an analysis of the Authority and reconfirmed its rating of ‘AA-‘with a stable outlook. The rating reflects a good opinion of the Authority’s finances, management and fiscal policies.

## **4. Imagine a Day Without Water**

The Authority joined others across the country in recognizing ‘Imagine a Day without Water’ and providing the public message on the importance of maintaining reliable water stem.

## **ROUTINE STATUS REPORTS**

1. Hydrologic Conditions Report
2. Check Registers for July and August 2016
3. Regional Integrated Loop System Phase 1 Interconnect [U.S. 17 to Punta Gorda]
4. Regional Integrated Loop System Phase 3B Interconnect [S.R. 681 to Clark Road]
5. Peace River Basin Report

## **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.**

## **ANNOUNCEMENTS**

### Next Authority Board Meeting

Wednesday, December 7, 2016 @ 9:30 a.m.

Manatee County Administrative Center

Commission Chambers, First Floor

1112 Manatee Avenue West, Bradenton, Florida

## **ADJOURNMENT**

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**  
**BOARD OF DIRECTORS MEETING**  
*October 5, 2016*

**RESOLUTIONS/PRESENTATIONS**  
**ITEM 1**

**Employee Service Recognition**

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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 employee for their service.

<b>Milestone</b>	<b>Employee</b>	<b>Position</b>
10 Years	Mike Coates	Deputy Director



***PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY  
BOARD OF DIRECTORS MEETING  
October 5, 2016***

**CONSENT AGENDA  
ITEM 1**

**Minutes of July 28, 2016 Board of Directors Meeting**

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**Recommended Action -**

**Motion** to approve minutes of July 28, 2016 Board of Directors meeting.

Draft minutes of the July 28, 2016 Board of Directors meeting are provided for Board approval.

Minutes of Board of Directors Meeting  
**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**  
Charlotte County Administrative Building  
18500 Murdock Cir, Port Charlotte, FL 33948

July 28, 2016

***Board Members Present:***

Commissioner Christopher G. Constance, Charlotte County, Chairman  
Assistant County Administrator Mark A. Cunningham, Sarasota County, [Alternate]  
Commissioner Elton A. Langford, DeSoto County  
Commissioner John R. Chappie, Manatee County

***Staff Present:***

Patrick Lehman, Executive Director  
Laura Donaldson, 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  
Jessica Benson, Agency Clerk

***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.

**CALL TO ORDER**

**INVOCATION**

**PLEDGE OF ALLEGIANCE**

**PUBLIC COMMENTS**

There were no public comments.

**RESOLUTIONS/PRESENTATIONS**

**1. We've Come a Long, Long Way Video Presentation**

A short video presentation was developed to commemorate the 25<sup>th</sup> anniversary of Peace River Manasota Regional Water Supply Authority's acquisition of the Peace River Facility. The video presentation included brief interviews of leaders who have help shape and advance the Authority and its regional water supply vision.

## **PUBLIC HEARING – BUDGET FOR FY 2017**

- 1. Open Public Hearing**
- 2. Presentation of Budget for FY 2017**

Mr. Lehman gave a PowerPoint presentation on the proposed budget for FY 2017 for \$43,931,504. The proposed budget remains unchanged from the tentative budget approved in April.

Mr. Lehman went over the historical budget comparison for the past 5 years. Operating & Maintenance (O&M) costs and non O&M costs have remained constant through the years. The budget variance each fiscal year reflects capital improvement (CIP) projects for each respective budget year. Mr. Lehman reviewed the key aspects of the budget with the breakdown of water allocation, expenditures, and available funds.

Mr. Lehman stated that revenue primarily comes from water sales. The water rate is comprised of two components - the base rate charge [fixed cost based on water allocation] and the water use charge [based on actual delivery of water]. The base rate remains steady over past years while water delivery has increased. The water use charge will remain at \$0.74 for the sixth year in a row. Mr. Lehman also pointed out that the budget includes \$3.3M in grants for the Phase 1 Interconnect with Punta Gorda project and Phase 3B Interconnect with Sarasota.

The membership fee is for the administration of the Authority and has slightly increased. The customer planning assessment has also minimally increased.

Mr. Lehman said the proposed Budget for FY 2017 is \$43,931,504 and is presented for public comment and for Board consideration.

Commissioner Constance asked for clarification on the historical budget comparison chart showing O&M and non O&M costs and if these costs have decreased or stayed flat. Mr. Lehman confirmed that the O&M and non O&M costs have stayed flat and the difference in historical budgets has been the CIP costs budgeted. Commissioner Constance commented that the base rate being flat over the years and maintaining the water use rate at \$0.74 is a result of the Authority making upgrades and being more efficient.

Commissioner Constance inquired about the use of reserve funds in the budget. Mr. Lehman clarified that the reserve funds shown are from the R&R account. The Authority maintains other reserve accounts, including a Utility Reserve and Rate Stabilization Account that are fully funded and not included in the budget.

Commissioner Constance asked for confirmation that the reserve funds shown in the budget are then pre-programmed use of reserve funds, which Mr. Lehman confirmed.

Commissioner Constance pointed out errors on member fee chart for Charlotte and Desoto County in the presentation materials. Mr. Lehman confirmed the errors, gave the correct amounts contained in the budget noting that these will be corrected in the presentation materials in the record.

**3. Public Comment**

There were no public comments.

**4. Close Public Hearing**

Motion was made by Commissioner Chappie, seconded by Commissioner Langford, to close the public hearing. Motion passed unanimously.

**BUDGET FOR FY 2017**

**1. Adoption of Budget for FY 2017**

The proposed Budget for FY 2017 in the amount of \$43,931,504 was presented for Board consideration.

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

**2. Resolution 2016-05 'Resolution Setting Forth Rates, Fees and Charges for FY 2017'**

Resolution 2016-05 establishes the rates, fees and charges by the Authority for FY 2017 as established in the Budget for FY 2017.

Motion was made by Commissioner Langford, seconded by Commissioner Chappie, to approve Resolution 2016-05 'Resolution Setting Forth Rates, Fees and Charges for FY 2017'. Motion was approved unanimously.

**CONSENT AGENDA**

Commissioner Constance requested discussion on Consent Item 2 recognizing that it had been deleted from the Consent Agenda.

1. Minutes of June 1, 2016 Board of Director Meeting
2. ~~MBDV P.A. Additional Legal Services [DELETED]~~
3. Resolution 2016-06 'Florida Water Professionals Month'
4. U.S. Geological Survey Joint Funding Agreement #17ESFL000000105

Motion was made by Commissioner Chappie, seconded by Commissioner Langford, to approve the consent agenda [Item No. 2 Deleted]. Motion was approved unanimously.

**2. MBDV P.A. Additional Legal Services**

Commissioner Constance said the original request for Item 2 was to provide funds for legal charges related to the Phase 1 Interconnect. Commissioner Constance wanted clarity on this issue. Item 2 was removed from the agenda after being addressed with Mr. Lehman in pre-agenda meeting. The board had previously discussed it is not funding the Phase 1 Interconnect pipeline project. In collaboration with MBDV, this issue was resolved. The breakdown of legal costs to-date is \$117,000 out of the \$180,000 maximum amount by contract and no action is required.

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

Mr. Anderson said for this reporting period through June 15<sup>th</sup> the basin received 5.5 inches in the past two weeks approaching normal conditions. River flow has been running in the range of 1,700 cubic feet per second [cfs] which is average at this time of year.

There were not river withdrawals in May. In mid-June, when the rainfall started the Authority started withdrawals to refill reservoir. Water storage in both reservoirs is 5.72 BG and there is 5.33 BG in the ASR system for a total of 11.05 BG in storage. Water quality and water quantity remains consistent for the last 2 years. Commissioner Constant asked if the water quality was consistent because of the treatment process or because the Authority is able to get better quality water. Mr. Anderson said they are keeping the same process on water treatment because the quality of water is good.

Regionally, Mr. Anderson said the Authority and its customers maintain close to 104 MGD of finished water supply capacity. For the month of June, the Authority produced about 24.59 MGD and the member utilities produced 43.81 MGD for a total regional production of 68.4 MGD which is about 65.3% of the region's capacity.

Commissioner Constance asked if the total capacity and production is consistent every quarter or if it changes. Mr. Anderson responded that capacity won't change unless there is a change in water use permits. Commissioner Constance requested to keep amount of total capacity and production from previous months on the chart for use as a reference in future presentations.

Mr. Anderson reviewed the current demand and supply conditions for each of the members and customers for the month of June including their twelve-month rolling average and their historical annual average usage for the last six years. Regionally demands are a little higher than last year but the Authority is still in a very good position.

**2. Hurricane Preparedness- Staff Presentation**

Mr. Kevin Morris gave a PowerPoint presentation on Hurricane Charley from the standpoint of regional water supplies. Pictures were included of storm damage at the Peace River Facility and the Shell Creek Water Treatment Plant.

It has been nearly 12 years since Hurricane Charley's landfall in Charlotte County. The storm rapidly intensified in the hours leading up to landfall on August 13, 2004. Charlie was originally expected to hit further northward along the coast in the Tampa Bay region but changed its path to the Port Charlotte area, catching many unprepared. The storm led to 10 deaths in the US, damaged or destroyed more than 23,000 homes and caused nearly \$16 billion in damage.

Mr. Morris discussed damage to local water supply systems from Hurricane Charley, lessons learned from that storm, and showed projects that were completed after the storm to bolster regional reliability and sustainability. Commissions Constance said Hurricane Charlie was a learning experience for the community on how to plan, face a hurricane, and deal with the damages.

### **3. Orange Hammock Ranch Conservation – Update**

Mr. Lehman said the Orange Hammock Ranch property is located in southeastern Sarasota County within the city limits of North Port. Administrators from Sarasota and New Port, representative from SWFWMD and the Authority met to discuss how this property could be purchased and managed for public use and environmental preservation. Mr. Lehman said no entity can purchase the conservation by its own. These discussions are ongoing and Mr. Lehman will provide updates in future board meetings.

### **4. Executive Director Annual Review Process**

Commissioner Constance said forms of Executive director annual review have been updated. If the new form was adopted, the board will be using it for the evaluation in October. Commissioner Chappie said the form looks good and it is easy to use and understand.

**Motion was made by Commissioner Chappie, seconded by Commissioner Langford, to adopt the new executive director annual review form. Motion was approved unanimously.**

### **GENERAL COUNSEL'S REPORT**

Ms. Laura Donaldson stated there has been a federal and state investigation regarding bid collusion by vendors on chemicals used in the past for water treatment. The Authority has provided documentation related to chemical bids to the attorney general office. Ms. Donaldson introduced Mr. Salem from Salem Law Group to provide more information about the case.

Mr. Salem said the chemical company the Authority used in the past for liquid alum was accused of price fixing and overpayments. He gave a brief explanation on class action. A class action allows many people with similar grievances to join together and file a lawsuit. A class action recovers money within 2 to 3 years. Mr. Salem said his legal fees are 33% of any award amount and it can be reduced or adjusted.

He also suggested a direct action where they determine cost of damages and proceed to litigation at no cost for the Authority. Mr. Salem introduced his colleague Dan Mason to provide more details about the case.

Mr. Mason said a criminal investigation on fixing and altering prices on chemical used for water treatment is in process. Executives of the company have been indicted. One executive pleaded guilty of price fixing and is waiting on criminal trial. Mr. Mason explained the difference between a class action and direct action.

Mr. Mason said it is strong case. He suggested a direct action because more money can be recovered, and payment is done right away. Mr. Mason also explained payments to his firm are not collected until funds are recovered. Mr. Mason clarified his firm does not take the case if they don't think they are going to recover the money. Also, he said all expenses are negotiated, and there is not financial obligation if funds are not recovered. Mr. Mason added, if expert testimony is needed and an expert needs to be hired; it will be discussed and approved by client. All expenses are taken from the recovery. Mr. Mason said as soon as the settlement is done, customer will get paid right away.

Commissioner Constance asked what the disadvantages were to file a private action. Mr. Mason said if it was small purchase and there were not enough damages, a lawyer may not take the case.

Commissioner Constance asked what the amount was to file the action. Mr. Mason said there was \$11M

in purchases of liquid alum over the years. Salem Law Group will demand the amount of purchases plus damages. The recovery can be triple the damages. Mr. Mason said the percentage of legal fees of recovery is negotiated.

Commissioner Constance also asked if they can change to class action if the attorney general decides to file a case. Mr. Mason said lawyers can be terminated at any time.

Commissioner Constance also asked if the Authority's legal counsel expenses to handle the contract are included on the recovery expenses. Mr. Mason said it can be negotiated.

The board gave consent to proceed with negotiations. Motion was made to give the authorization to the counsel to hire this law group and negotiate the contract and experts.

**Motion was made by Commissioner Langford seconded by Commissioner Chappie, to proceed with lawsuit. Motion was approved unanimously.**

### **EXECUTIVE DIRECTOR'S REPORT**

Mr. Lehman introduced Jessica Benson, new employee for the Agency Clerk position and announced Linda Stewart is retiring on August 31, 2016.

### **ROUTINE STATUS REPORTS**

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

1. Hydrologic Conditions Report
2. Check Registers for May 2016 and June 2016
3. Regional Integrated Loop System Phase 1 Interconnect [U.S. 17 to Punta Gorda]
4. Regional Integrated Loop System Phase 3B Interconnect [S.R. 681 to Clark Road]
5. Partially Treated water Aquifer Storage & Recovery Concept

### **BOARD MEMBER COMMENTS**

There were no board member comments.

### **PUBLIC COMMENTS**

There were no public comments.

### **SCHEDULE OF FUTURE MEETINGS**

#### **Next Authority Board Meeting**

Wednesday, October 5, 2016 @ 9:30 a.m.  
Sarasota County Administration Center  
Commission Chambers, First Floor  
1660 Ringling Boulevard, Sarasota, FL

#### **Future Authority Board Meetings**

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 11:17 a.m.

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Commissioner Christopher G. Constance  
Chairman

DRAFT



**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY  
BOARD OF DIRECTORS MEETING  
October 5, 2016**

**CONSENT AGENDA  
ITEM 2**

**Annual Regulatory Plan 2016-2017**

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**Recommended Action -**

**Motion** to approve the 'Annual Regulatory Plan 2016-2017'.

Section 120.74(1), Florida Statutes requires "State Agencies" to prepare an 'Annual Regulatory Plan' that includes a listing of each law enacted or amended during the previous 12-months that creates or modifies the authority of that Agency. The Authority's General Counsel has reviewed Authority rules and determined that they remain consistent with the agency's rulemaking authority and the law implemented. The 2016-2017 Regulatory Plan of the Peace River Manasota Regional Water Supply Authority is attached for Board consideration.

**2016-2017 REGULATORY PLAN OF  
PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**

**A. RULEMAKING TO IMPLEMENT NEW LAWS**

List laws enacted or amended during the previous 12 months which create or modify the duties or authority of the Peace River Manasota Regional Water Supply Authority:

Chapter 2016-1, Laws of Florida	(Environmental Law)
Chapter 2016-5, Laws of Florida	(Public Records)
Chapter 2016-6, Laws of Florida	(Public Records)
Chapter 2016-20, Laws of Florida	(Public Records)
Chapter 2016-22, Laws of Florida	(Special Districts)
Chapter 2016-36, Laws of Florida	(Scrutinized Companies)
Chapter 2016-47, Laws of Florida	(Public Records)
Chapter 2016-49, Laws of Florida	(Competitive Solicitations)
Chapter 2016-56, Laws of Florida	(Worker's Compensation)
Chapter 2016-63, Laws of Florida	(FRS Employer Contribution Rates)
Chapter 2016-116, Laws of Florida	(Administrative Procedures)
Chapter 2016-151, Laws of Florida	(Public Corruption)
Chapter 2016-153, Laws of Florida	(Public Private Partnership)
Chapter 2016-154, Laws of Florida	(Public Private Partnership)
Chapter 2016-164, Laws of Florida	(Public Records)
Chapter 2016-178, Laws of Florida	(Security System Plans)
Chapter 2016-232, Laws of Florida	(Chapter 120/SERC)

The laws enacted or amended during this timeframe do not require the Peace River Manasota Regional Water Supply Authority to adopt new rules or amend existing rules in order to implement them.

**B. OTHER RULEMAKING**

List each law not otherwise listed under A., which the Peace River Manasota Regional Water Supply Authority expects to implement by rulemaking before July 1, 2017, except emergency rulemaking: None.

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

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

**D. CERTIFICATIONS**

Certification of Chair of the Peace River Manasota Regional Water Supply Authority Board of Directors:

As Chair of the Board of Directors, I certify that I have reviewed the Peace River Manasota Regional Water Supply Authority's 2016-2017 Regulatory Plan and that the Peace River Manasota Regional Water Supply Authority regularly reviews all of its rules. As of October 5, 2016, the Peace River Manasota Regional Water Supply

Authority reviewed all of its rules and determined that they remain consistent with the agency's rulemaking authority and the law implemented.

\_\_\_\_\_  
Christopher G. Constance, Chairman

Date: \_\_\_\_\_

**Certification of the Peace River Manasota Regional Water Supply Authority Counsel:**

As General Counsel to the Peace River Manasota Regional Water Supply Authority, I certify that I have reviewed the Peace River Manasota Regional Water Supply Authority's 2016-2017 Regulatory Plan and that the Peace River Manasota Regional Water Supply Authority regularly reviews all of its rules. As of October 5, 2016, the Peace River Manasota Regional Water Supply Authority reviewed all of its rules and determined that they remain consistent with the agency's rulemaking authority and the law implemented.

\_\_\_\_\_  
Douglas Manson  
General Counsel

Date: \_\_\_\_\_

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**  
**BOARD OF DIRECTORS MEETING**  
**October 5, 2016**

**CONSENT AGENDA**  
**ITEM 3**

**‘Classification & Pay Plan’ Pay Range Indexing**

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**Recommended Action –**

**Motion** to approve the ‘Classification & Pay Plan’ Pay Range Indexing of 5% effective October 1, 2016.

The ‘Classification & Pay Plan’ approved by the Board of Directors February 2015 stipulates that staff is to conduct an annual review of the plan to determine any recommended adjustment to maintain competitiveness of the Authority. Any adjustments are to be applied globally to the system which in effect adjusts the entire salary range. The adjustment will be made on an annual basis as approved by the Board of Directors and effective on October 1<sup>st</sup> of each fiscal year. The pay ranges in the current plan were effective October 1, 2014.

In accordance with the Authority’s policy, staff has conducted a localized survey for pay ranges of our member counties and other local agencies to compare employee compensation. Based on the results of that survey, staff recommends that the Authority’s salary ranges be indexed upward 5% (for 2 year period October 1, 2014 – October 1, 2016) to maintain competitive in the regional market. The proposed pay grade pay range adjustment will not impact the FY 2017 Budget, nor will the Authority need to adjust the current salaries of any of its employees to be consistent with the revised (proposed) pay category ranges.

**Budget Action** – No action needed.

**Attachments:**

- Tab A Authority Classification & Pay Plan Policy [applicable sections]
- Tab B Memorandum with Pay Range Survey and Proposed Salary Ranges

**TAB A**  
**Authority Classification & Pay Plan Policy [applicable sections]**

## CHAPTER 4 – PLAN ADMINISTRATION AND MAINTENANCE

It is the intent of the Authority to maintain the compensation plan in accordance with the competitive labor market. Compensation plans have limited shelf lives before it is no longer relevant to the current market and will need to be updated to maintain market competitiveness for the Authority's needs. The Executive Director shall conduct an annual review of the plan to determine any recommended adjustment to maintain competitiveness of the Authority. Any adjustments are to be applied globally to the system which in effect adjusts the entire salary range. The adjustment will be made on an annual basis as approved by the Board of Directors and effective on October 1, of each fiscal year

1. Conduct localized salary surveys to determine market competitiveness, especially for classifications with potential recruitment or retention concerns.

To ensure the Authority's compensation system remains relevant and competitive relative to the market in regards of employee compensation, the Authority should perform its own salary surveys on a regular basis, especially in classifications with recruitment or retention issues. Any changes made to individual classifications should be separate from individual salary adjustments, unless the changes move the salary outside of the proposed salary range.

2. Conduct a comprehensive classification and compensation study every three to five years.

Biannual surveys of identified classifications can provide a general idea of the Authority's market competitiveness, but to keep up with the constant changes in the market, a comprehensive classification and compensation study should be done every three to five years to maintain internal and external equity.

**TAB B**  
**Memorandum with Pay Range Survey and Proposed Salary Ranges**

## **MEMORANDUM**

DATE: October 5, 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: Classification and Pay Plan Pay Grade Indexing**

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In June 2014, The Board received the Final Report & Recommendations from Evergreen Solutions to amend the Authority's pay and classification plan. Based on that report the pay plan and classification structure contained in the report was approved for implementation by the Board in February 2015 and included the recommendation for the Authority to conduct a localized survey of market values on an annual basis to determine market competitiveness and make the appropriate adjustments, if necessary.

Following the recommendations from the Final Report issued by Evergreen Solutions, the Authority contacted and received pay plan classification and job descriptions from Charlotte, Manatee, Lee and Sarasota Counties. Information was also received from the City of Punta Gorda and Tampa Bay Water, but they were excluded from the final results as they were the low and high ends of the data set.

Although all of the Authority's job titles and descriptions were surveyed, a subset consisting of approximately 33% of the total positions was used for comparison with these positions reflecting the most consistency within the job descriptions received from the respondents and those of the Authority. None of the comparison positions were at management level. The results of the market survey showed that pay grade ranges of the Authority on average are 9.4% lower (based on the maximum pay grade range value) than the local market.

Based on the results of this recent survey, I recommend that the minimum and maximum values of the Authority's pay grade ranges be increased by 5%. This increase will allow the Authority to continue to be competitive within the local market and assist us in attracting and retaining quality employees. The proposed pay grade pay range adjustment will not impact the FY17 Budget, nor will the Authority need to adjust the current salaries of any of our employees to be consistent with the revised (proposed) pay category ranges.

The summary matrix and a table showing current and proposed pay grade pay ranges are attached.

If you have any questions, I am at your disposal.



[illegible]

**Peace River Manasota Regional Water Supply Authority  
Classification and Salary Range Indexing  
Salary Range Indexing**

**Current Salary Ranges (Oct. 1, 2014)**

<b>Classification</b>	<b>Minimum</b>	<b>Mid-Point</b>	<b>Maximum</b>
110	\$26,450	\$33,723	\$40,997
111	\$27,772	\$35,409	\$43,047
112	\$29,161	\$37,180	\$45,199
113	\$30,619	\$39,039	\$47,459
114	\$32,150	\$40,991	\$49,832
115	\$33,757	\$43,041	\$52,324
116	\$35,445	\$45,193	\$54,940
117	\$37,217	\$47,452	\$57,687
118	\$39,078	\$49,825	\$60,571
119	\$41,032	\$52,316	\$63,600
120	\$43,084	\$54,932	\$66,780
121	\$45,238	\$57,679	\$70,119
122	\$47,500	\$60,563	\$73,625
123	\$49,875	\$63,591	\$77,306
124	\$52,369	\$66,770	\$81,172
125	\$54,987	\$70,109	\$85,230
126	\$57,737	\$73,614	\$89,492
127	\$60,623	\$77,295	\$93,967
128	\$63,655	\$81,160	\$98,665
129	\$66,837	\$85,218	\$103,598
130	\$70,179	\$89,479	\$108,778
131	\$73,688	\$93,953	\$114,217
132	\$77,373	\$98,650	\$119,928
133	\$81,241	\$103,583	\$125,924
134	\$85,303	\$108,762	\$132,221
135	\$89,569	\$114,200	\$138,832

**Proposed Salary Ranges (Oct. 1, 2016)\***

<b>Classification</b>	<b>Minimum</b>	<b>Mid-Point</b>	<b>Maximum</b>
110	\$27,773	\$35,409	\$43,047
111	\$29,161	\$37,179	\$45,199
112	\$30,619	\$39,039	\$47,459
113	\$32,150	\$40,991	\$49,832
114	\$33,758	\$43,041	\$52,324
115	\$35,445	\$45,193	\$54,940
116	\$37,217	\$47,453	\$57,687
117	\$39,078	\$49,825	\$60,571
118	\$41,032	\$52,316	\$63,600
119	\$43,084	\$54,932	\$66,780
120	\$45,238	\$57,679	\$70,119
121	\$47,500	\$60,563	\$73,625
122	\$49,875	\$63,591	\$77,306
123	\$52,369	\$66,771	\$81,171
124	\$54,987	\$70,109	\$85,231
125	\$57,736	\$73,614	\$89,492
126	\$60,624	\$77,295	\$93,967
127	\$63,654	\$81,160	\$98,665
128	\$66,838	\$85,218	\$103,598
129	\$70,179	\$89,479	\$108,778
130	\$73,688	\$93,953	\$114,217
131	\$77,372	\$98,651	\$119,928
132	\$81,242	\$103,583	\$125,924
133	\$85,303	\$108,762	\$132,220
134	\$89,568	\$114,200	\$138,832
135	\$94,047	\$119,910	\$145,774

\*Based on 5% for 2 year period

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY  
BOARD OF DIRECTORS MEETING  
October 5, 2016**

**CONSENT AGENDA  
ITEM 4**

**Award Contract for Peace River Intake Dredge Project  
to Marine Contracting Group, Inc.**

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**Recommended Action -**

**Motion** to award the 'Peace River Intake Pump Station Dredge Project' to Marine Contracting Group, Inc. and authorize the Executive Director to execute the contract for \$262,669 [includes \$50,000 Owner's allowance to be used as may be needed and authorized by the Executive Director].

The Authority's Peace River intake pump station structure was designed and constructed in the late 1970's. Part of that construction effort involved dredging a sump area (approximately 14,000 ft<sup>2</sup>) in the river-bed in front of the pump station to help preserve hydraulic capacity at the intake and keep sediment from being pulled in and causing damage to the pump impellers. Over the ensuing 35 years of continuous operation sediment has filled in most of the original sump area. This project involves maintenance dredging of the bottom of the Peace River in the original sump area to restore the bottom elevation to the original design condition.

Johnson Engineering, Inc. developed the engineering plans and specifications for this project and assisted the Authority during the FDEP permitting and bid phase activities. The project was advertised on July 29, 2016 and bids were opened on August 31, 2016. A total of three bids were timely received, and ranged from \$262,669 to \$378,000. The engineer's estimated construction cost for the project was \$354,000.

The low bidder, Marine Contracting Group, Inc. from Punta Gorda, satisfactorily met all of the qualification standards for the project and has successfully completed other similar projects in the local area. Staff recommends award of the contract for the 'Peace River Intake Pump Station Dredge Project' to Marine Contracting Group, Inc. in an amount not to exceed \$262,669. This amount includes a \$50,000 owners allowance in the event unforeseen work is needed to complete the project.

**Budget Action** – No action needed. [Project is included in FY 2017 R&R Budget]

**Attachments:**

Tab A Notice of Award; Bid Tabulation; Engineer's Letter of Recommendation

Tab B Contract for Peace River Intake Pump Station Dredge Project

**TAB A**  
**Notice of Award**  
**Bid Tabulation**  
**Engineers' Letter of Recommendation**

## **NOTICE OF INTENDED DECISION FOR AWARD OF CONSTRUCTION CONTRACT FOR THE RIVER INTAKE PUMP STATION DREDGE PROJECT**

**Recommended Action** – Accept bid and award construction contract to the lowest responsible and responsive bidder, Marine Contracting Group Inc. in the total amount of \$262,669.00, for the River Intake Pump Station Dredge Project.

Bids were requested and three bids were received in accordance with the contract bid documents on August 31, 2016. Bid tabulation summary of all bids received (listed in alphabetical order) is listed below:

Company	Amount
Duncan Seawall, Dock & Boat Lift, LLC	\$275,288
Florida Dredger & Dock, LLC	\$378,000
Marine Contracting Group, Inc.	\$262,669

Staff recommends the Authority Board of Directors accept the bid and award a construction contract to the lowest responsible and responsive bidder, Marine Contracting Group, Inc. in the total amount of \$262,669.00 for the River Intake Pump Station Dredge Project at the Authority Board meeting on October 5, 2016. Protest of this Notice of Intended Decision shall be in conformance with the Owner's Procurement Policy which is available for review at [www.regionalwater.org](http://www.regionalwater.org) [click on Procurement] and during normal business hours at the Peace River Manasota Regional Water Supply Authority, 9415 Town Center Parkway, Lakewood Ranch, Florida 34202.

Engineer-of-Record review and recommendation for award is attached.

**Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes.**

Posted: September 2, 2016



September 1, 2016

Mr. Sam Stone  
Land and Environmental Services Manager  
Peace River Manasota Regional Water Supply Authority  
9415 Town Center Parkway  
Lakewood Ranch, FL 34202

**RE: River Intake Pump Station Dredge Project Bid Analysis and Recommendation**

Dear Mr. Stone:

The bid opening for the above-referenced project was held on Wednesday, August 31, 2016. Johnson Engineering, Inc. has performed an evaluation of the bids submitted, with our results contained herein. Three (3) bid responses were received by the 2:00 p.m. deadline established on the Invitation to Bid. The bid submission was a sealed bid to the Peace River Manasota Regional Water Supply Authority. The bid results are listed in the table below from lowest to highest per the bid total:

BIDDER	BID AMOUNT
1. Marine Contracting Group, Inc.	\$262,669
2. Duncan Seawall, Dock & Boat Lift, LLC	\$275,288
3. Florida Dredge & Dock, LLC	\$378,000

The engineer's construction estimate was \$354,000. The engineer's estimate is 34% higher than the lowest bid amount. Johnson Engineering, Inc. performed the enclosed bid analysis which includes an analysis for mathematical errors and anomalies. No mathematical errors or anomalies were found. The bid submitted by Marine Contracting Group, Inc. acknowledged Addenda 1 and 2, included all necessary forms and was properly executed.

***Internet Research***

From the Florida Department of State, Division of Corporations website, Marine Contracting Group, Inc. is an active corporation (Document Number P98000071228). From the Florida Department of Business and Professional Regulations website, Marine Contracting Group, Inc. holds an active Certified Marine Specialty Contractor license (Lic. No. SCC131151730).

***Recommendation***

Marine Contracting Group, Inc. submitted a list of past projects and references that demonstrate that they meet the minimum qualification required for this project. References were not checked as Johnson Engineering, Inc. has had recent experience with Marine Contracting Group, Inc.

Mr. Sam Stone  
September 1, 2016  
Page 2

Based upon our analysis, the low bidder, Marine Contracting Group, Inc. appears to be a reasonable and responsive bid. Subject to concurrence with the Peace River Manasota Regional Water Supply Authority staff, and the contractor furnishing the appropriate bonding and other required insurances, we recommend selection of Marine Contracting Group, Inc. by the Peace River Manasota Regional Water Supply Authority Board of Directors for the intended work contained within the bid documents. Should you have any questions, or require additional information, please do not hesitate to contact me.

Very truly yours,

JOHNSON ENGINEERING, INC.

  
Erik Lee Howard, P.E., P.S.M.

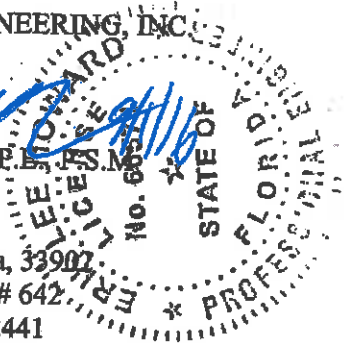
License No. 66574

P.O. Box 1550

Fort Myers, Florida, 33902

E.B. # 642 & L.B. # 642

Phone: (239) 461-2441



Enclosure

**PRMRWSA River Intake Pump Station Dredge Project**

PRMRWSA River Intake Pump Station Dredge Project				Engineer's Estimate	
Pay Item No.	Description	Quantity	Unit	Unit Price	Extended Price
1	Mob/Demob	1	LS	\$14,000	\$14,000
2	Spoil Site Preparation	1	LS	\$5,000	\$5,000
3	Upland Environmental Protection Measures	1	LS	\$10,000	\$10,000
4	Surface Water Environmental Protection Measures	1	LS	\$15,000	\$15,000
5	Dredging	3,500	CY	\$60	\$210,000
6	Owner's Temporary Pumping Accommodations	3	EA	\$10,000	\$30,000
7	Work Site and Spoil Site Restoration	1	LS	\$20,000	\$20,000
SUBTOTAL	Bid Items 1 through 7	-	-	-	\$304,000
8	Owner's Allowance	-	-	-	\$50,000
TOTAL BID PRICE	SUBTOTAL + Owner's Allowance	-	-	-	\$354,000

PRMRWSA River Intake Pump Station Dredge Project				Marine Contracting Group, Inc.		Duncan Seawall, Dock & Boat Lift, LLC		Florida Dredge & Dock, LLC	
Pay Item No.	Description	Quantity	Unit	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	Mob/Demob	1	LS	\$8,169.00	\$8,169	\$8,700.00	\$8,700	\$10,000.00	\$10,000
2	Spoil Site Preparation	1	LS	\$18,000.00	\$18,000	\$6,800.00	\$6,800	\$50,000.00	\$50,000
3	Upland Environmental Protection Measures	1	LS	\$15,000.00	\$15,000	\$4,590.00	\$4,590	\$10,000.00	\$10,000
4	Surface Water Environmental Protection Measures	1	LS	\$10,000.00	\$10,000	\$3,938.00	\$3,938	\$10,000.00	\$10,000
5	Dredging	3,500	CY	\$41.00	\$143,500	\$54.30	\$190,050	\$62.00	\$217,000
6	Owner's Temporary Pumping Accommodations	3	EA	\$1,000.00	\$3,000	\$700.00	\$2,100	\$2,000.00	\$6,000
7	Work Site and Spoil Site Restoration	1	LS	\$15,000.00	\$15,000	\$9,100.00	\$9,100	\$25,000.00	\$25,000
SUBTOTAL	Bid Items 1 through 7	-	-	-	\$212,669	-	\$225,278	-	\$328,000
8	Owner's Allowance	-	-	-	\$50,000	-	\$50,000	-	\$50,000
TOTAL BID PRICE	SUBTOTAL + Owner's Allowance	-	-	-	\$262,669	-	\$275,278	-	\$378,000

PRMRWSA River Intake Pump Station Dredge Project				Low Bidder		Average		Deviation from		% Difference		Minimum	Maximum
Pay Item No.	Description	Quantity	Unit	Unit Price	Unit Price	Unit Price	Unit Price	Avg. Unit Price	Unit Price			Unit Price	Unit Price
1	Mob/Demob	1	LS	\$8,169	\$8,956			-\$787		-9%		\$8,169	\$10,000
2	Spoil Site Preparation	1	LS	\$18,000	\$24,933			-\$6,933		-28%		\$6,800	\$50,000
3	Upland Environmental Protection Measures	1	LS	\$15,000	\$9,863			\$5,137		52%		\$4,590	\$15,000
4	Surface Water Environmental Protection Measures	1	LS	\$10,000	\$7,979			\$2,021		25%		\$3,938	\$10,000
5	Dredging	3,500	CY	\$41.00	\$52.43			-\$11.43		-22%		\$41.00	\$62.00
6	Owner's Temporary Pumping Accommodations	3	EA	\$1,000	\$1,233			-\$233		-19%		\$700	\$2,000
7	Work Site and Spoil Site Restoration	1	LS	\$15,000	\$16,367			-\$1,367		-8%		\$9,100	\$25,000
SUBTOTAL	Bid Items 1 through 7	-	-	\$212,669	\$255,316			-\$42,647		-17%		\$212,669	\$328,000
8	Owner's Allowance	-	-	\$50,000	\$50,000			\$0		0%		\$50,000	\$50,000
TOTAL BID PRICE	SUBTOTAL + Owner's Allowance	-	-	\$262,669	\$305,316			-\$42,647		-14%		\$262,669	\$378,000

PRMRWSA River Intake Pump Station Dredge Project				Hypothetical Average Bid		Hypothetical Minimum Bid		Hypothetical Maximum Bid	
Pay Item No.	Description	Quantity	Unit						
1	Mob/Demob	1	LS	\$8,956		\$8,169		\$10,000	
2	Spoil Site Preparation	1	LS	\$24,933		\$6,800		\$50,000	
3	Upland Environmental Protection Measures	1	LS	\$9,863		\$4,590		\$15,000	
4	Surface Water Environmental Protection Measures	1	LS	\$7,979		\$3,938		\$10,000	
5	Dredging	3,500	CY	\$183,517		\$143,500		\$217,000	
6	Owner's Temporary Pumping Accommodations	3	EA	\$3,700		\$2,100		\$6,000	
7	Work Site and Spoil Site Restoration	1	LS	\$16,367		\$9,100		\$25,000	
SUBTOTAL	Bid Items 1 through 7	-	-	\$255,316		\$178,197		\$333,000	
8	Owner's Allowance	-	-	\$50,000		\$50,000		\$50,000	
TOTAL BID PRICE	SUBTOTAL + Owner's Allowance	-	-	\$305,316		\$228,197		\$383,000	



**TAB B**  
**Contract for Peace River Intake Pump Station Dredge Project**  
**with Marine Contracting Group, Inc.**

**CONTRACT**  
**for**  
**PEACE RIVER INTAKE PUMP STATION DREDGE PROJECT**

THIS CONTRACT ("Agreement") is made and entered into this day of October, 2016 ("Effective Date") by and between PEACE RIVER MANASOTA REGIONAL WATER SUPPLY ("Owner"), 9415 Town Center Parkway, Lakewood Ranch, Florida, 34202 and Marine Contracting Group, Inc. ("Contractor"), whose address is 8260 Pascal Drive, Punta Gorda, Florida 33950 for the project known as Peace River Intake Pump Station Dredge Project (the "Project") that will be conducted at the Owner's Peace River Water Supply Facility on 8998 SW County Road 769, Arcadia Florida 34269 (the "Site").

In consideration of the mutual promises and agreements set forth below, the parties hereto agree as follows:

1. **SCOPE OF WORK.** Contractor shall furnish all labor, materials, tools, equipment and supervision necessary for and incidental to the proper execution and completion of the Peace River Intake Pump Station Dredge Project as further defined in the attached Technical Specifications and Construction Plans (the "Work") and performed in accordance with the terms and conditions of this Agreement, the Technical Specifications and Construction Plans, the Owner's Request for Bids, including all Addenda, and the Contractor's response to Owner's Request for Bids, which are both incorporated herein by reference, and any performance schedule.

The proposed Work is generally described as follows:

The Peace River Facility is a 51-million gallons per day ("mgd") water treatment plant that includes a river water intake pump station at the Peace River that feeds river water to the Peace River Facility. The Peace River intake pump station was designed and constructed in the late 1970's, and included a sump area dredged in the river bed in front of the intake structure to help maintain the hydraulic capacity of the intake and minimize sediment damage to the pumps. Over the past 35 years sediment has filled in

the sump area. This project involves performing maintenance dredging of the bottom of the Peace River in front of the river intake pump station to restore the bottom elevation to the original designed condition (restoring the sump area), and properly disposing of the dredged material in areas designated by the Owner.

1.1 The Owner and Contractor hereby recognize the specialized subcontractor expertise of NO SUBCONTRACTORS IDENTIFIED, as part of the Project team. Both parties further agree that any change to the Project team requires prior written approval from the Owner. Such approval must be in writing, explain the reason for the change and is signed by the Owner's Engineer.

1.2 No acceptance or approval by the Owner of any subcontractor, supplier or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of the Owner to reject defective work or shall create any Owner liability for the acts or omissions of these individuals or entities.

2. CONTRACT PRICE. Owner shall pay Contractor, for performance and completion of the Work designated in paragraph 1 in accordance with the Contract Documents, the unit price of the actual work performed as prescribed in the Bid Form is a total not to exceed cost of \$262,669.00, which is inclusive of the \$50,000 Owner's contingency allowance. Unutilized Owner's contingency allowance and any compensation reflective of unearned unit price work shall revert to the benefit of the Owner.

3. PAYMENTS TO CONTRACTOR. Payment shall be made to the Contractor within thirty (30) days of receipt of a Proper Invoice with adequate supporting documentation to satisfy auditing purposes. Invoices shall be submitted to the Owner on a calendar monthly basis at the following address:

Peace River Manasota Regional Water Supply Authority  
9415 Town Center Parkway  
Lakewood Ranch, Florida 34202

Failure of the Contractor to submit invoices to the Owner in the manner provided herein shall relieve the Owner of its obligation to pay within the aforementioned timeframe.

3.1 Proper Invoice. A "Proper Invoice" is an invoice that includes the following information: (1) Contractor's name, address and phone number (include remit address, if different than principal address in the introductory paragraph of this Agreement); (2) Contractor's invoice number and date of invoice; (3) Dates of service; (4) Progress Report with the Contractor Project Manager's assessment of the Project's actual progress as compared to the Progress Schedule; and (5) Supporting documentation necessary to satisfy auditing purposes for cost and Project completion. Invoices that do not conform to this paragraph and other requirements of this Agreement will not be considered a Proper Invoice.

3.2 Improper Invoice Received. If an invoice does not meet the requirements of this Agreement, the Owner or Owner's Engineer will reject the invoice in writing within twenty (20) business days after receipt of the invoice, specifying the deficiency and the action necessary to make the invoice proper. If a corrected invoice is provided to the Owner, the corrected invoice will be paid or rejected within ten (10) business days after the date the corrected invoice is stamped as received by the Owner. If the Contractor declines to modify the invoice, the Contractor must notify the Owner's Engineer in writing within five (5) business days of receipt of notice of rejection that the Contractor will not modify the invoice and state the reason(s) therefore. Within five (5) business days of receipt of such notice, if not informally resolved through discussion with the Owner's Engineer, the dispute will be forwarded to the Owner's Executive Director, and a final determination will be issued by the Owner in accordance with paragraph 3.3.

3.3 In the event any dispute or disagreement arises during the course of the Project, the Contractor will continue to perform the Work in accordance with the Contract Documents. The Contractor is under a duty to seek clarification and resolution of any issue, discrepancy, or dispute by providing the details and basis of the dispute to the

Owner's Engineer no later than ten (10) days after the precipitating event. If not resolved by the Owner's Engineer, within ten (10) days of receipt of notice, the dispute will be forwarded to the Owner's Executive Director. The Owner's Executive Director will issue the final determination. The Contractor's continuation of the Work as required under this provision shall not constitute a waiver of any legal remedy available to the Contractor concerning the dispute.

3.4 Final Invoice. The final invoice shall be submitted no later than forty-five (45) days after the final completion date. Final invoices that are submitted after the requisite date will be subject to a penalty of ten percent (10%) of the invoice. This penalty may be waived by the Owner in its sole judgment and discretion, upon a showing of special circumstances that prevent the timely submittal of the final invoice. Contractor shall request approval for delayed submittal of the final invoice not later than ten (10) days prior to the due date and state the basis for the delay.

3.5 Retainage. The Owner will hold back a retainage of ten percent (10%) of each invoice amount until the Project is fifty percent (50%) complete, thereafter, the Owner will hold back a retainage of five percent (5%) of each invoice amount. Retainage will not be held on permits, insurance, bond, and utility charges, if applicable. Retainage will be released by the Owner to the Contractor in accordance with the Local Government Prompt Payment Act, Part VII of Chapter 218, Florida Statutes ("F.S."). Prior to the Owner's release of final payment, the Contractor shall provide the Owner with a properly executed Affidavit stating that all lower tier entities such as subcontractors, suppliers, etc., as well as all taxes, have been paid, a Final Release of Lien and a Consent of Surety to Final Payment.

4. COMMENCEMENT AND COMPLETION. Contractor shall commence performing the Work and fully and finally complete all of the Work within one hundred twelve (112) consecutive calendar days following Owner issuance of Notice to Proceed, unless such completion time is extended in writing by Owner. In the event of hurricanes, tornados, floods, acts of God, acts of war, or other such catastrophes, or

other man-made emergencies such as labor strikes or riots, which are beyond the control of the Contractor, the Contractor's obligations to meet the time frames provided in this Agreement shall be suspended for the period of time the condition continues to exist. During such suspension, this Agreement shall remain in effect. When the Contractor is able to resume performance of its obligations under this Agreement, in whole or in part, it shall immediately give the Owner written notice to that effect and shall resume performance no later than two (2) working days after the notice is delivered. The suspension of the Contractor's obligations provided for in this provision shall be the Contractor's sole remedy for the delays set forth herein.

5. LIQUIDATED DAMAGES. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in the Contract Documents. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) in the event that Contractor fails to achieve full and final completion of the work within the time specified in paragraph 4 above, Contractor must pay Owner the sum of Five Hundred and No/100 Dollars (\$500.00) per day for each calendar day elapsing after the final completion time authorized in paragraph 4. Owner shall have the right to deduct the liquidated damages from any amount otherwise due, or to become due, to Contractor, or to initiate applicable dispute resolution procedures and to recover liquidated damages for nonperformance of this Contract within the time stipulated.

6. CHANGES IN THE WORK. Owner may, without invalidating this Agreement, order changes in the Work consisting of additions, deletions or modifications. Contractor shall not be entitled to any additional compensation or extension of the deadline for completion of the Work unless the change is authorized by a written change order signed by Owner. The additional compensation and extension of

deadlines for completion, if any, agreed upon in such written change orders shall constitute an accord and satisfaction of all claims of the Contractor relating to the subject matter of the change order.

7. **CONTRACTOR REPRESENTATIONS.** Contractor represents and warrants to Owner that:

- a. Contractor holds all contractor and other licenses that are required in order to perform the Work under this Agreement; and
- b. Contractor shall supervise and direct the Work using Contractor's best skill and attention and Contractor represents and warrants to Owner that its Work shall be of the highest quality.

8. **WARRANTY.** If after completion of the Work, the Work or any portion thereof is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions for a period of one year beyond final completion and final payment:

- a. satisfactorily correct such defective Work; or
- b. satisfactorily correct, repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.

9. **WAIVER.** Any failure of Owner to insist upon strict compliance with any of the terms or conditions hereof shall not be deemed a waiver or relinquishment of the right to subsequently insist upon strict compliance with the same or any other term or condition, or constitute a waiver or relinquishment of any similar right or power hereunder at any subsequent time.

10. **DEFAULT AND TERMINATION.** This Agreement may be terminated if Contractor defaults, fails or neglects to carry out the Work in accordance with this Agreement or otherwise fails to perform any provision of this Agreement, including the failure to meet task deadlines established in this Agreement, as long as the Owner is

not in default of any term or condition of this Agreement at the time of termination. To effect termination, the Owner shall provide the Contractor with a written "Notice of Termination" stating its intent to terminate and describing all terms and conditions with which the Contractor has failed to comply. If the Contractor has not remedied its default within thirty (30) days after receiving the Notice of Termination, Owner shall have the right to:

- a. exercise its rights under the Contractor's Performance Bond;
- b. terminate the Contractor;
- c. complete any of the remaining items of Work and charge Contractor or Surety for all costs incurred; and
- d. exercise all other rights and remedies available at law or in equity.

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

11. **WARRANTIES.** By execution of this Agreement, Contractor represents that Contractor has visited the site and has become familiar with the Project and the local conditions under which the Work is to be performed.

12. **SITE CONDITIONS.** Contractor shall keep the premises and surrounding areas free from accumulation of waste materials and rubbish caused by operations under this Agreement. Upon the completion of the Work, Contractor shall remove from and about



the Project site all waste materials, rubbish, Contractor's tools, construction equipment, machinery and surplus materials.

13. **TIME.** Time is of the essence of this Agreement. By executing this Agreement, Contractor confirms that the completion time set forth in paragraph 4 provides a reasonable period of time for Contractor's performance of the Work.

14. **WITHHOLDING OF PAYMENTS.** The Owner may, in addition to other remedies available at law or equity, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against the Owner. The Owner may set off any liability or other obligation of the Contractor or its affiliates to the Owner against any payments due the Contractor under any contract with the Owner. The Owner reserves the right to withhold payment until shop drawings or any other things required by this Agreement have been submitted to the satisfaction of the Owner's Engineer. Amounts withheld under this subparagraph will not be considered due and will not be paid until the ground(s) for withholding payment have been remedied.

15. **LIABILITY AND INDEMNIFICATION.** The Contractor assumes all risks relating to the Project and agrees to be solely liable for, and to indemnify and hold the Owner harmless from all claims, loss, damage and other expenses, including attorneys' fees and costs and attorneys' fees and costs on appeal, arising from the Project; provided, however, that the Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the Owner's officers, employees, contractors and agents. This Agreement does not in any way constitute an agency relationship between the Owner and the Contractor. The Contractor agrees to indemnify and hold the Owner harmless from all claims, loss, damage and other expenses, including attorneys' fees and costs and attorneys' fees and costs on appeal, arising from the negligent acts or omissions of the Contractor's officers, employees, contractors and agents related to its performance under this Agreement. Nothing in this Agreement shall be interpreted as a waiver of the Owner's sovereign immunity or an

extension of its liability beyond the limits established in Section 768.28, F.S., nor be construed as consent by the Owner to be sued by third parties in any manner arising out of this Agreement. Contractor acknowledges that the first \$100.00 of the Contract Price, and other good and valuable consideration, is sufficient and specifically for the Contractor's indemnification obligations under this paragraph.

16. **SAFETY PRECAUTIONS.** Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance under this Agreement. Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

- (i) employees on the Project and other persons who may be affected thereby;
- (ii) the work and materials and equipment to be incorporated therein; and
- (iii) other property at the site or adjacent thereto.

Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on the safety of persons and property and their protection from damage, injury or loss. Contractor shall promptly remedy damage and loss to property at the site caused in whole or in part by Contractor, or anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable and for which Contractor is responsible.

17. **INSURANCE.** Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located insurance for protection from claims under workers' or workmen's compensation acts or other employee benefits acts which are applicable, claims for damages because of bodily injury, including death, and from claims for damages, other than to the work itself, to property that may arise out of or result from Contractor's operations under this Agreement, whether such operations be by Contractor or by anyone directly or indirectly employed by Contractor. This workman's compensation insurance shall be written for not less than One Million and No/100 Dollars (\$1,000,000.00). Contractual liability

insurance applicable to meet Contractor's obligations for Indemnification shall be written for not less than One Million and No/100 Dollars (\$1,000,000.00) and both certificates of insurance shall name Owner, it's officers, agents and employees as additional insured. Certificates of such Insurance shall be delivered to Owner prior to the commencement of the Work.

18. **CORRECTIONS.** Contractor shall promptly correct any Work rejected by Owner as failing to conform to the requirements of this Agreement whether observed before or after completion of any such Work.

19. **PERFORMANCE AND PAYMENT BONDS.** Prior to the Owner's execution of the Agreement, a Performance and Payment Bond that conforms with Section 255.05, F.S., will be required of the Contractor. The Performance and Payment Bonds must be for an amount not less than the total bid price. The bond shall remain in effect until one year after the date when final payment for the Work is made by the Owner except as provided otherwise by Laws or Regulations or the Contract Documents. The Bond shall be as prescribed in the attached form and shall be executed by such sureties as are named in the list of "Companies Holding Certificates of Authority Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent of attorney-in- fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent of attorney-in- fact signed the bond.

20. **MODIFICATION.** This Agreement shall not be amended, modified or supplemented except in writing signed by all parties except as provided for in paragraph 6. This Agreement sets forth the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous, written, oral, expressed or implied, communications, agreements and understandings with respect to the subject matter hereof.

21. **ATTORNEY FEES.** If there is any legal action or proceeding between Owner and Contractor from or based on this Agreement, the unsuccessful party to such action or proceeding shall pay to the prevailing party all costs and expenses, including reasonable attorneys' fees, incurred by such prevailing party in such action or proceeding and in any appeal in connection therewith.

22. **GOVERNING LAW.** The laws of the State of Florida shall govern the validity, interpretation, construction and performance of this Agreement and venue for any suit 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.

23. **SEVERABILITY.** If any provision or provisions of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

24. **SURVIVAL.** The provisions of this Agreement that require performance after the expiration or termination of this Agreement shall remain in force notwithstanding the expiration or termination of this Agreement including paragraphs 6, 10, 15, 16, 21, 22, 23 and 33.

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

26. **DOCUMENTS.** The Contract Documents, which comprise the entire agreement between Owner and Contractor concerning the Work, consist of the following:

- A. This Agreement.
- B. Performance and Payment Bonds.
- C. Technical Specifications.
- D. Construction Plans.
- E. Addenda.
- F. Exhibits to this Agreement, enumerated as follows:

1. Contractor's Bid, including the Contractor's Bid Form.
  2. Notice to Proceed.
- G. The following, which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto:
1. Work Change Directives.
  2. Change Orders.
  3. Field Orders.
- H. There are no Contract Documents other than those listed in this paragraph.

In the event of a conflict of contract terminology, priority shall first be given to the language in the body of this Agreement, then to the Technical Specifications, then to the Contractor' Bid and then to the Contractor's Bid Form.

Exhibit A: Technical Specifications;

Exhibit B: Bid; and

Exhibit C: Bid Form.

All the above documents shall be referred to as the "Contract Documents."

27. PUBLIC ENTITY CRIMES. Pursuant to Subsections 287.133(2) and (3), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for Category Two, for a period of thirty-six (36) months following

the date of being placed on the convicted vendor list. The Contractor agrees to include this provision in all contracts issued as a result of this Agreement.

28. **INDEPENDENT CONTRACTOR.** The Contractor will perform as an Independent Contractor and not as an employee, representative or agent of the Owner.

29. **THIRD PARTY BENEFICIARIES.** Nothing in this Agreement shall be construed to benefit any person or entity not a party to this Agreement.

30. **ASSIGNMENT.** Except as otherwise provided in this Agreement, no party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other party. Any attempted assignment in violation of this provision is void.

31. **TERM.** This Agreement shall be effective upon execution by the parties and shall remain in effect for one year from the Effective Date, or upon satisfactory completion of the Project and subsequent reimbursement to the Contractor, whichever occurs first, unless amended in writing by the parties. The Contractor shall not be eligible for reimbursement for any Work that is commenced, or costs that are incurred, prior to the Effective Date of this Agreement.

32. **NOTICES.** Each party hereby designates the individual set forth below as its prime contact for matters relating to this Agreement. Notices and reports shall be sent to the attention of each party's prime contact as set forth herein by U.S. mail, postage paid, by nationally recognized overnight courier, or personally to the parties' addresses as set forth below. Notice is effective upon receipt.

Owner:

Peace River Manasota Regional Water Supply Authority  
9415 Town Center Parkway  
Lakewood Ranch, FL 34202  
Attn. Patrick Lehman, P.E. Executive Director

Contractor:  
Marine Contracting Group, Inc.  
8260 Pascal Drive  
Punta Gorda, FL 33950  
Attn: Brian L. Midolo, Vice President

Any changes to the above representatives or addresses must be provided to the other party in writing. Notwithstanding, notice to Contractor may be provided to the Contractor at its office on the Site.

33. PROJECT RECORDS AND DOCUMENTS. The Contractor, upon request, shall permit the Owner to examine or audit all Project related records and documents during or following completion of the Project at no cost to the Owner. Payments made to the Contractor under this Agreement shall be reduced for amounts found to be not allowable under this Agreement by an audit. If an audit is undertaken by the Owner, all required records shall be maintained until the audit has been completed and all questions arising from it are resolved. The Contractor shall maintain all such records and documents for at least three (3) years following completion of the Project. If the project records and documents are not maintained within the jurisdictional boundaries of the Owner, the Contractor shall deliver the requested documents to the Owner's office for inspection.

33.1 Each party shall allow public access to Project documents and materials made or received by either party in accordance with the Public Records Act, Chapter 119, F.S. The Contractor shall (1) keep and maintain public records that ordinarily and necessarily would be required by the Owner in order to perform the service; (2) provide the public with access to public records on the same terms and conditions that the Owner would provide the records and at a cost that does not exceed the cost provided by law; (3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meet all requirements for retaining public records and transfer, at no cost to the Owner,

all public records in possession of the Contractor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records requirements. All records stored electronically must be provided to the Owner in a format that is compatible with the information technology systems of the Owner.

**33.2 IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS (Ann Lee) AT (941)316-1776; or email Ann Lee at [alee@regionalwater.org](mailto:alee@regionalwater.org) ; OR mail questions to 9415 TOWN CENTER PARKWAY, LAKEWOOD RANCH, FLORIDA 34202 attention Ann Lee.**



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

ATTEST: PEACE RIVER MANASOTA REGIONAL

BY: \_\_\_\_\_ WATER SUPPLY AUTHORITY (Owner)

\_\_\_\_\_  
Patrick J. Lehman Executive Director

\_\_\_\_\_  
Date

WITNESS: Marine Contracting Group, Inc. (Contractor)

\_\_\_\_\_  
Brian L. Midolo, Vice President

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

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

**Exhibit A**  
**Technical Specifications**

**Exhibit B**  
**Contractor Bid**

5.01. Bidder will complete the Work for the following prices:

Bidder proposes to complete the work for the following prices:

BID ITEM	Description	Units	Estimated Quantity	Unit Price	Bid Price
1	Mob/Demob	LS	1	\$8,169. <sup>00</sup>	\$8,169. <sup>00</sup>
2	Spoil Site Preparation	LS	1	\$18,000. <sup>00</sup>	\$18,000. <sup>00</sup>
3	Upland Environmental Protection Measures	LS	1	\$15,000. <sup>00</sup>	\$15,000. <sup>00</sup>
4	Surface Water Environmental Protection Measures	LS	1	\$10,000. <sup>00</sup>	\$10,000. <sup>00</sup>
5	Dredging	C.Y.	3,500	\$41. <sup>00</sup>	\$143,500. <sup>00</sup>
6	Owner's Temporary Pumping Accommodation	EA	3	\$1,000. <sup>00</sup>	\$3,000. <sup>00</sup>
7	Work Site and Spoil Site Restoration	LS	1	\$15,000. <sup>00</sup>	\$15,000. <sup>00</sup>
SUBTOTAL Bid Items 1 through 7		-	-	-	\$262,169. <sup>00</sup>
8	Owner's Allowance	-	-	-	\$50,000
TOTAL BID PRICE	SUBTOTAL + Owner's Allowance	-	-	-	\$312,169. <sup>00</sup>

5.02. The unit prices listed in Bid Items 1 through 7 will be the basis of compensation for the actual quantities of Work performed as documented in the Contractor's pay applications and confirmed by Owner or Owner's Engineer. Compensation for Work completed under the Owner's Allowance will be as mutually agreed by formal Work Change Directive and/or Change Order. The basis of award will be the Contractor's TOTAL BID PRICE.

6.01. Bidder agrees that the Work will be Substantially Complete by ninety (90) consecutive calendar days following the Notice to Proceed and reach Final Completion within one hundred twelve (112) consecutive calendar days following Owner issuance of Notice to Proceed. Substantially Complete is defined as all dredging operations are complete and the Owner's river intake pump station is fully available for service. Final Completion is defined as total completion of all work including all punch list items.

6.02. Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified above.

7.01. Communications concerning this Bid shall be sent to Bidder at the following address:

Marine Contracting Group, Inc  
8260 Pascal Dr.  
Punta Gorda, FL 33950  
blmidolo@mcgfl.com

SIGNATURE OF BIDDER

Contractor's License Number SLC131151730

License Expiration Date 8/31/2018

If an Individual

By \_\_\_\_\_  
(signature of individual)

doing business as \_\_\_\_\_

Business address \_\_\_\_\_

Phone No. \_\_\_\_\_

Date \_\_\_\_\_

If a Partnership

By \_\_\_\_\_  
(firm name)

\_\_\_\_\_  
(signature of general partner)

Business address \_\_\_\_\_

Phone No. \_\_\_\_\_

**Exhibit C**  
**Contractor Bid Form**

Section 00400

BID FORM

PROJECT IDENTIFICATION:

River Intake Pump Station Dredge Project

SITE IDENTIFICATION:

Peace River Water Supply Facility  
8998 SW County Road 769  
Arcadia, Florida 34269

THIS BID IS SUBMITTED TO:

Peace River Manasota Regional Water Supply Authority  
9415 Town Center Parkway  
Lakewood Ranch, Florida 34202

1.01. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

2.01. Bidder accepts all of the terms and conditions of the Invitation to Bid and the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for ninety (90) days after the day of Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner. Bidder will sign and submit the Agreement with the bonds and other documents required by the Bidding Documents to Owner within fifteen (15) days after the date of Owner's Notice of Award.

3.01. In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents and the following Addenda, receipt of which is hereby acknowledged.

No. 1 Dated 8/12/16  
No. 2 Dated 8/19/16

No. \_\_\_\_\_ Dated \_\_\_\_\_

No. \_\_\_\_\_ Dated \_\_\_\_\_

No. \_\_\_\_\_ Dated \_\_\_\_\_

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all Federal, state, and local laws and regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the Site, and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site.
- E. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.
- F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid or performance of the Work at the price(s) bid and within the time and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work indicated in the Bidding Documents.
- H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.



I. Bidder has given written notice to the Owner's Engineer of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof is acceptable to Bidder.

J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

4.01. Bidder further represents that this Bid is genuine and is not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any individual or entity to refrain from bidding; and Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01:

"corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;

"fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

"collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

"coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

4.02. Bidder has attended the mandatory pre-Bid conference.

5.01. Bidder will complete the Work for the following prices:

Bidder proposes to complete the work for the following prices:

BID ITEM	Description	Units	Estimated Quantity	Unit Price	Bid Price
1	Mob/Demob	LS	1	\$ 8,169. <sup>00</sup>	\$ 8,169. <sup>00</sup>
2	Spoil Site Preparation	LS	1	\$ 18,000. <sup>00</sup>	\$ 18,000. <sup>00</sup>
3	Upland Environmental Protection Measures	LS	1	\$ 15,000. <sup>00</sup>	\$ 15,000. <sup>00</sup>
4	Surface Water Environmental Protection Measures	LS	1	\$ 10,000. <sup>00</sup>	\$ 10,000. <sup>00</sup>
5	Dredging	C.Y.	3,500	\$ 41. <sup>00</sup>	\$ 143,500. <sup>00</sup>
6	Owner's Temporary Pumping Accommodation	EA	3	\$ 1,000. <sup>00</sup>	\$ 3,000. <sup>00</sup>
7	Work Site and Spoil Site Restoration	LS	1	\$ 15,000. <sup>00</sup>	\$ 15,000. <sup>00</sup>
SUBTOTAL	Bid Items 1 through 7	-	-	-	\$ 212,169. <sup>00</sup>
8	Owner's Allowance	-	-	-	\$ 50,000
TOTAL BID PRICE	SUBTOTAL + Owner's Allowance	-	-	-	\$ 262,169. <sup>00</sup>

5.02. The unit prices listed in Bid Items 1 through 7 will be the basis of compensation for the actual quantities of Work performed as documented in the Contractor's pay applications and confirmed by Owner or Owner's Engineer. Compensation for Work completed under the Owner's Allowance will be as mutually agreed by formal Work Change Directive and/or Change Order. The basis of award will be the Contractor's TOTAL BID PRICE.

6.01. Bidder agrees that the Work will be Substantially Complete by ninety (90) consecutive calendar days following the Notice to Proceed and reach Final Completion within one hundred twelve (112) consecutive calendar days following Owner issuance of Notice to Proceed. Substantially Complete is defined as all dredging operations are complete and the Owner's river intake pump station is fully available for service. Final Completion is defined as total completion of all work including all punch list items.

6.02. Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified above.

7.01. Communications concerning this Bid shall be sent to Bidder at the following address:

Marine Contracting Group, Inc  
8260 Pascal Dr.  
Punta Gorda, FL 33950  
blmidolo@mcgfl.com

SIGNATURE OF BIDDER

Contractor's License Number

SLC131151730

License Expiration Date

8/31/2018

If an Individual

By \_\_\_\_\_  
(signature of individual)

doing business as \_\_\_\_\_

Business address \_\_\_\_\_

Phone No. \_\_\_\_\_

Date \_\_\_\_\_

If a Partnership

By \_\_\_\_\_  
(firm name)

\_\_\_\_\_  
(signature of general partner)

Business address \_\_\_\_\_

Phone No. \_\_\_\_\_

Date \_\_\_\_\_

If a Corporation

By Marine Contracting Group, Inc  
(corporation name)

By [Signature]  
(signature of authorized person)

Brian L. Middle, V.P. / Corp. Sec.  
(Name/Title)

Business address 8260 Pascal Dr.  
Punta Gorda, FL 33950

Phone No. 941-505-0221

Date Aug 30, 2016

If a Joint Venture (Other party must sign below.)

Contractor's License Number \_\_\_\_\_

License Expiration Date \_\_\_\_\_

If an Individual

By \_\_\_\_\_  
(signature of individual)

doing business as \_\_\_\_\_

Business address \_\_\_\_\_

Phone No. \_\_\_\_\_

Date \_\_\_\_\_

If a Partnership

By \_\_\_\_\_  
(firm name)

\_\_\_\_\_  
(signature of general partner)

Business address \_\_\_\_\_

Phone No. \_\_\_\_\_

Date \_\_\_\_\_

If a Corporation

By Marine Contracting Group, Inc.  
(corporation name)

By [Signature]  
(signature of authorized person)

Brian L. Mible, V.P. Resp. Sec.  
(Name/Title)

Business address 82100 Pascal Dr.  
Port St. Joe, FL 33950

Phone No. 813-505-0221

Date Aug 30, 2011

End of Section

Section 00440

LIST OF SUBCONTRACTORS

The undersigned Bidder submits the following names of Subcontractors to be used in performing the Work for the RIVER INTAKE PUMP STATION DREDGE PROJECT.

Bidder certifies that all Subcontractors listed are eligible to perform the Work.

Subcontractor's Work

Subcontractor's Name

Excavation and Construction of  
Spoil Site and Berms

Self performing

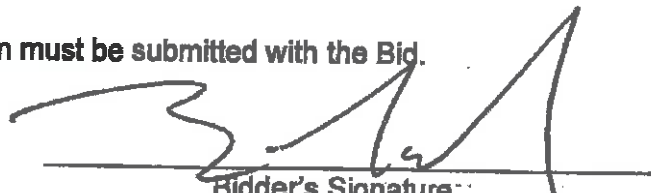
Loading and Hauling of Spoil  
Material

Self performing

Other

n/a

NOTE: This form must be submitted with the Bid.

  
Bidder's Signature

End of Section

Section 00455

CONTRACTOR QUESTIONNAIRE

The Prime Contractor (entity that is submitting a Bid) must complete this form or provide the information on their own duplicate form and submit along with their Bid.

CONTRACTOR EXPERIENCE STANDARDS (For Questions A-C, the Contractor must respond for itself and exclude its Subcontractor's qualifications).

A. Is the Contractor a Florida-licensed general or marine contractor?

Answer Yes/No

Yes

B. How many years has the Contractor worked in the State of Florida?

24

C. Has the Contractor completed at least two (2) mechanical dredging projects each with a minimum contract value of \$250,000 within the past five (5) years?

Answer Yes/No

Yes

. If yes, provide information in the experience record below.

CONTRACTOR'S SUPERINTENDENT EXPERIENCE STANDARDS

What is the Superintendent's Name?

Steve Shaw

A. Superintendent years of experience?

9

B. Superintendent years with Contractor?

9

C. Has the Superintendent managed at least TWO (2) mechanical dredging projects each with a contract value of at least \$250,000 within the past FIVE (5) years?

Answer Yes/No

Yes

. If yes, provide information in the experience record below.

ADMINISTRATIVE STANDARDS

A. Has the Company or any of its Subcontractors been involved in any litigation with the Owner, or Charlotte, DeSoto, Manatee or Sarasota County in the past ten (10) years?

Answer Yes/No No. If yes, provide details on a separate sheet.

- B. Has the Contractor had its contractor's license revoked by the State of Florida or other local jurisdictions within the past seven (7) years?

Answer Yes/No No.

- C. Has a surety firm ever completed a contract on behalf of the Contractor, because the Contractor was in default or was terminated by the project owner within the past seven (7) years?

Answer Yes/No No.

- D. Has the Owner assessed liquidated damages against the Contractor or its Subcontractor(s) within the past ten (10) years?

Answer Yes/No No.

#### CONTRACTOR EXPERIENCE RECORD

Provide the requested experience information in the table below for the Contractor and the designated Superintendent. A separate sheet may be used.

*Please  
See  
Attached*

Year	Public Entity	Project Value	Name of Project	Reference/Contact Person – Name and Telephone



**SUBCONTRACTOR AND SUPERINTENDENT EXPERIENCE RECORD**

*Must  
be  
attached*

Provide the requested experience information in the table below for Subcontractors and the designated Superintendent. A separate sheet may be used.

Year	Public Entity	Project Value	Name of Project	Dredging or Grading Work?(Yes/No)	Reference/Contact Person – Name and Telephone
<b>SUBCONTRACTOR EXPERIENCE</b>					
<b>SUPERINTENDENT EXPERIENCE</b>					

End of Section

## NON-COLLUSION AFFIDAVIT

STATE OF

COUNTY OF

I state that I, Brian L. Middle, V.P./Corp Sec. (Name and Title), of Marine Contracting Group, Inc. (Name of Bidder) am authorized to make this affidavit on behalf of my entity and its owner, directors and officers. I am the person responsible for the Bidder for the price(s) and amount(s) of this Bid, and the preparation of the Bid. I state that:

1. The price(s) and amount(s) of this Bid have been arrived at independently and without consultation, communication or agreement with any other bidder, potential bidder, entity or person.
2. Neither the price(s) nor the amount(s) of this Bid, and neither the approximate price(s) nor approximate amount(s) of this Bid, have been disclosed to any other entity or person who is a bidder, potential bidder, entity or person, and they will not be disclosed before Bid opening.
3. No attempt has been made or will be made to induce any entity or persons to refrain from submitting a Bid for this contract, or to submit a price(s) higher than the prices in this Bid, or to submit any intentionally high or noncompetitive price(s) or other form of complementary Bid.
4. The Bid is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any entity or person to submit a complementary or other noncompetitive Bid.
5. Marine Contracting Group, Inc. (Name of Bidder), its affiliates, subsidiaries, officers, director, and employees are not currently under investigation, by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in

any jurisdiction, involving conspiracy or collusion with respect to Bid, on any public contract, except as follows:

I state that I and the named firm understand and acknowledge that the above representations are material and important, and will be relied on by the Peace River Manasota Regional Water Supply Authority for which this Bid is submitted. I understand and my entity understands that any misstatement in this affidavit is, and shall be treated as, fraudulent concealment from the Peace River Manasota Regional Water Supply Authority of the true facts relating to the submission of responses for this contract.

Dated this 30 day of August, 2016.

Name of Bidder: Marine Contracting Group Inc.

Signed by: [Signature]

Print Name Brian L. Nichols, V.P. Corp. Sec.

STATE OF Florida

COUNTY OF Charlotte

Sworn to and subscribed before me this 30<sup>th</sup> day of August, 2016. n/a Personally known OR produced identification (Type of Identification).



[Signature]  
Notary Public  
Name (Printed) Jennifer Fairbanks

My commission expires 11/15/2019

(Printed typed or stamped Commissioned name of Notary Public)

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER  
OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to PEACE RIVER MANASOTA REGIONAL WATER SUPPLY  
AUTHORITY by Brian L. Midolo v.p. / Corp Sec  
(Print individual's name and title)

for Marine Contracting Group, Inc.  
(Print name of entity submitting sworn statement)

whose business address is 8260 Pascal Dr., Punta

and (if applicable) its Federal Employer Identification Number (FEIN) is 65-0869775  
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn  
statement: \_\_\_\_\_):

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
- a) A predecessor or successor of a person convicted of a public entity crime; OR
  - b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in management of an entity.


6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

☒ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order.)

I UNDERSTAND THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

  
(Signature)

STATE OF Florida

COUNTY OF Charlotte

Sworn to and subscribed before me this 30<sup>th</sup> day of August, 2016. Personally known

OR produced identification n/a (Type of Identification).



  
Notary Public  
Name (Printed) Jennifer Fairbanks

My commission expires 11/15/2019

(Printed typed or stamped Commissioned name of Notary Public)

## Marine Contracting Group, Inc. Dredging References

All following References under the supervision of Project Manager, Suzette Baxter and Superintendent, Steve Shaw

A. Project Name	B. Owner	C. Reference Contact	D. Contract	E. Dates	F. Work Summary	G. Permits
Punta Gorda Canal and Dockside Dredging	City of Punta Gorda Florida	Gary Disher 941-575-5071	\$50,000 (yearly)	On-Going Contract	Dredging of Canal System and Residential Dockside Dredging	ERP & USACE - obtained by City of Punta Gorda
Harbor Heights Waterways	Charlotte County Florida	Chuck Mopps 941-575-3885	\$513,043	Contract: July 2009 Complete: Nov. 2010	Dredged & hauled approximately 29,585 CY of spoil from approximately 11 residential canals.	ERP obtained by Charlotte County. Local fill permits obtained by MCG.
Gulf Cove Waterways	Charlotte County Florida	Chuck Mopps 941-575-3885	\$714,882	Contract: Dec. 2008 Complete: Oct. 2009	Maintenance Dredging & land restoration of approximately 25,650 CY of spoil removed from approximately 35 residential canals. Practiced best case environmental control measures to preserve the nearby wetlands in <b>Myakka River Class III Waters</b>	ERP and SAJ obtained by Charlotte County. Local fill permits obtained by MCG.
Sarasota Harbor Yacht Club 1869 N. Tamiami Trail Sarasota, Florida 34234	SHYC, LLC	Andy Dorr 941-373-2203	\$480,000	Contract: March 2008 Complete: June 2007	80,000 CY Dredge, Seawall Construction, 50 Marina Slips	ERP
St. Petersburg Aerial Dredging	City of St. Petersburg Florida	Michael Ryle 727-893-7400	\$1 million	Contract: Dec. 2007 Complete: Mar. 2008	Maintenance dredging, hauling & restoration of approximately 16,881 of various permitted locations including <b>Boon Chaga Aquatic Preserve</b> . Spoil could not hit the ground (offload into storage bins or directly into dump trucks).	ERP - obtained by City of St. Petersburg for dredging and offload & stockpile permit
Admiral Farragut Dredging St. Petersburg	Admiral Farragut Academy	Capt. Robert Fine 727-384-5501 Roy Wheeler 727-642-4321	\$114,782.00	Contract: Sept. 2008 Complete: June 2008	Dredging of Basin	ERP - obtained by City of St. Petersburg for dredging and offload & stockpile permit
Florida Marine Laboratory Layton, Florida	Florida Fish and Wildlife Services	John Hunt 305-269-2330	\$ 1,300,000.00	Contract: July 2007 Complete: Apr. 2008	Shoreline Restoration Dredging, Seawall and Dock Installation	ERP and DA permits obtained by TITF/Marine Resources. City permits by MCG
Naples Harbor Yacht Club Naples, Florida	Naples Harbour Development, LLC	Joe Gruters 239-432-2788	\$55,600.00	Contract: Apr. 2007 Complete: Sept. 2007	Dredging, Demolition, Pile Installation for Floating Docks	DEP EFO permit obtained by Turrell Hall and Associates, City permits by MCG
Whitakers Landings Sarasota, Florida	Whitakers Landings	Wade Harris 941-538-1875	\$78,625.00	Contract: May 2007 Complete: Jan. 2008	Dockside Dredging & Demolition and Reconstruction of Docks	ERP permit obtained by Whitakers Landing HOA, City permits by MCG
Cayo Costa Dredging Cayo Costa State Park Lee County, Florida	Dept. of Environmental Protection Division of Recreation & Parks	Randall Strange 850-488-5372	\$35,625.00	Contract: July 2010 Complete: Sep. 2010	Maintenance dredging of inlet entrance	ERP directly by DEP, Lee county permits and Ldo obtained by MCG
Old Bridge Village Dredge North Fort Myers, Florida	Old Bridge Village Co-Op, Inc.	Hans Wilson & Associates 239-334-8870	\$107,580.00	Contract: Nov. 2010 Complete: May 2010	Maintenance Dredging of Canals and Inlets	SGP permit and SAJ permits obtained by Hans Wilson, Lee Co. by MCG
Alligator Creek Realignment and Dredging Charlotte County	Charlotte County Florida	Chuck Mopps 941-575-3885	\$186,082	Contract: Aug. 2010 Complete: March 2011	Realignment and Dredging Approx. 3450CY <b>Within the Gasparilla Sound - Charlotte Harbor Aquatic Preserve</b> .	ERP obtained by Charlotte County. Local fill permits obtained by MCG.
Peace River Dredge Charlotte Harbor, Florida	Peace River Regional Water Supply Authority	Ed Waters & Sons 904-823-8817	\$98,000.00	Contract: Dec. 2011 Complete: Feb. 2012	Excavation and Backfill for Pipeline Installation Peace River	ERP & SSLA obtained by Peace River Manasota Regional Water Supply Authority
Broadway & Hogue, Intrepid Waters, and Government Cut Channels	Lee County BOCC WCIND	Charles Lietzow 941-485-9402	\$169,200.00	Contract: Oct. 2011 Complete: Mar. 2012	Maintenance Dredging of Channels	ERP permit obtained by Lee County, FL and WCIND
Caloosa River Dredge	Lee County BOCC WCIND	Charles Lietzow 941-485-9402	\$68,500.00	Contract: Jan. 2012 Complete: May 2012	Maintenance Dredging of Channel to Caloosa Isle Marina	ERP permit obtained by Lee County, FL and WCIND

Fleming Bay Dredge	Pine Island Cove Homeowners Association	Hans Wilson & Associates Engineers 238-334-6670	\$20,166.00	Contract: July 2012 Complete: Oct. 2012	Maintenance Dredging for navigational channel to Fleming Bay and Pine Island Cove	ERP and LDO permits obtained by Hans Wilson, Lee Co. permit by MCG
Sanibel Emergency Dredge for Shell Harbor Channel	City of Sanibel	Scott Krawczuk 239-472-6397	\$32,900.00	Contract: Aug. 2012 Complete: Oct. 2012	Maintenance Dredging of Shell Harbor	ERP permits obtained by Lee County
Southbridge Waterways	Charlotte County Florida	Chuck Mopps 941-575-3885	\$448,350	Contract: Jan. 2013 Complete: July 2013	Maintenance Dredging Approx. 16,000CY	ERP obtained by Charlotte County. Local fill permits obtained by MCG.
Suncoast Waterways	Charlotte County Florida	Chuck Mopps 941-575-3885	\$628,263	Contract: Feb. 2013 Complete: March 2014	Maintenance Dredging Approx. 18,000CY	ERP obtained by Charlotte County. Local fill permits obtained by MCG.
Northwest Waterways	Charlotte County Florida	Chuck Mopps 941-575-3885	\$1,060,382	Contract: July 2013 Complete: July 2014	Maintenance Dredging Approx. 35,000CY <b>Conditionally Restricted Shellfish Harvesting Area of the Myakka River Class II Outstanding Florida Waters</b>	ERP obtained by Charlotte County. Local fill permits obtained by MCG.
Desoto Canal	Charlotte County Florida	Roy Benjamin Roy.Benjamin@charlottecountyfl.gov	\$2,043,282.82	Contract: Nov. 2014 Complete: March 2016	Rehabilitation of canal with dredging, reshaping mats, drain system, and sodding	ERP obtained by Charlotte County. NPDES permit obtained by MCG.

NOTE: The above projects were overseen by an assigned inspector & surveyed by licensed engineer.  
Turbidity monitoring required for each project under the guidelines of the project contract. Bid Bonds of 5% and Performance and Payment Bonds of 100%  
**Above projects were under the supervision of Suzette Baxter, Project Manager and Steve Shaw, Superintendent**

**BID BOND**

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

**BIDDER (Name and Address):**

Marine Contracting Group, Inc., 8260 Pascal Drive, Punta Gorda, FL 33950 (941) 505-0221

**SURETY (Name, and Address of Principal Place of Business):**

Fidelity and Deposit Company of Maryland, 1400 American Lane, Tower I, 18th Floor Schaumburg, Illinois 60196  
(800) 987-3373

**OWNER (Name and Address):**

Peace River Manasota Regional Water Supply Authority, 9415 Town Center Parkway, Lakewood Ranch, FL 34202  
(941) 316-1776

**BID**

Bid Due Date: August 31st, 2016

Description (Project Name— Include Location): Peace River Intake Pump Station Dredge Project, 8998 SW County Road 769, Arcadia, FL 34269 - Dredging Work

**BOND**

Bond Number: N/A

Date: August 18th, 2016

Penal sum	_____	5% of Bid Amount	_____	\$	_____
		(Words)			(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

**BIDDER**

Marine Contracting Group, Inc

Bidder's Name and Corporate Seal

**SURETY**

Fidelity and Deposit Company of Maryland (Seal)

Surety's Name and Corporate Seal

By: \_\_\_\_\_

Signature

Brian L. Niddo  
Print Name

Title

Attest: \_\_\_\_\_

Signature

Title

By: \_\_\_\_\_

Signature (Attach Power of Attorney)

William J. Palmer  
Print Name

Attorney-in-Fact, Florida Resident Agent  
Title

Attest: \_\_\_\_\_

Signature

Title Account Manager

Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint venturers, if necessary.



## PENAL SUM FORM

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
  - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
  - 3.2 All Bids are rejected by Owner, or
  - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for Issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **MICHAEL BOND**, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **William J. PALMER, Patricia D. POST, Jason Cory BROADAWAY, Julie A. PEARSON, Jody M. TIFT and Steven W. HOLTZ**, all of Maitland, Florida, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 5th day of April, A.D. 2016.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: *Eric D. Barnes*  
Secretary  
Eric D. Barnes

*Michael Bond*  
Vice President  
Michael Bond

State of Maryland  
County of Baltimore

On this 5th day of April, A.D. 2016, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **MICHAEL BOND**, Vice President, and **ERIC D. BARNES**, Secretary, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

*Maria D. Adamski*  
Maria D. Adamski, Notary Public  
My Commission Expires: July 8, 2019



**Exhibit D**  
**Insurance Certificates**



# CERTIFICATE OF LIABILITY INSURANCE

MARICON-03

BEEDEJ

DATE (MM/DD/YYYY)

9/2/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Insurance Office of America, Inc. 1855 West State Road 434 Longwood, FL 32750		<b>CONTACT NAME:</b> <b>PHONE (A/C No. Ext):</b> (407) 788-3000 <b>FAX (A/C No):</b> (407) 788-7933 <b>E-MAIL ADDRESS:</b>		
<b>INSURED</b>  Marine Contracting Group, Inc. 8260 Pascal Drive Punta Gorda, FL 33950		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
		INSURER A: National Union Fire Insurance Company of Pittsburgh PA		19445
		INSURER B: Insurance Company of State of PA		19429
		INSURER C: AGCS Marine Insurance Company		22837
		INSURER D:		
		INSURER E:		
INSURER F:				

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR W/D	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			051764463MGL	12/21/2015	12/21/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 25,000			051764465UMB	12/21/2015	12/21/2016	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC004321549	12/21/2015	12/21/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Rented/Leased Equip			MX193063725	12/21/2015	12/21/2016	Rented/Leased 750,000
A	P&I			015917750P&I	12/21/2015	12/21/2016	P&I 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
USL&H (6006F) and Jones Act are included in the Work Comp policy

Peace River Manasota Regional Water Supply Authority is named as Additional Insured with respects to General Liability as required per written contract.

**CERTIFICATE HOLDER****CANCELLATION**

Peace River Manasota Regional Water Supply Authority  
9415 Town Center Parkway  
Lakewood Ranch, FL 34202

AUTHORIZED REPRESENTATIVE

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY  
BOARD OF DIRECTORS MEETING  
October 5, 2016**

**CONSENT AGENDA  
ITEM 5**

**Letter of Appreciation to Linda Stewart for Service to the Authority**

---

**Recommended Action -**

**Motion** for letter of appreciation to Linda Stewart for service to the Authority upon retirement.

Linda Stewart served as the Authority's executive secretary from September 1998 through her retirement in August 2016. Linda always represented the Authority in the office and during Board meetings in a pleasant, cooperative, and competent manner and we sincerely appreciate her 18-years of service.

Staff recommends the Authority extend a letter of appreciation to Ms. Stewart for her years of service and wish her well in retirement.

October 5, 2016

Ms. Linda Stewart



Re: Commendation for Service on the Authority

Dear Ms. Stewart:

The Board of Directors of the Peace River Manasota Regional Water Supply Authority extends its sincere appreciation for your service to the Authority. Your professionalism and attitude in representing the Authority in the office, to the public and during Board meetings in a pleasant, cooperative and competent manner was always appreciated and will be missed.

The Authority Board and staff thank you for your 18 years of service and we hope that you enjoy retirement to the fullest extent.

Sincerely,

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Christopher G. Constance, Chairman

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Elton A. Langford, Commissioner

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Alan Maio, Vice Chairman

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John R. Chappie, Commissioner

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Patrick Lehman, Executive Director

---

Douglas Manson, General Counsel

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY  
BOARD OF DIRECTORS MEETING  
October 5, 2016**

**CONSENT AGENDA  
ITEM 6**

**Letter of Appreciation to Wendy Griffin for Service on the SWFWMD Governing Board**

---

**Recommended Action -**

**Motion** for letter of appreciation to Wendy Griffin for service on the Southwest Florida Water Management District Governing Board.

Ms. Wendy Griffin served on the Governing Board of the Southwest Florida Water Management District from September 2012 through August 2016. Ms. Griffin's professionalism and steadfast water advocacy on the Governing Board has been instrumental in furthering the partnership between the SWFWMD and the Authority in the development of a regional water supply system for the benefit of the citizens of the four counties.

Staff recommends the Authority extend a letter of appreciation to Ms. Griffin for her years of service to this region on the SWFWMD Governing Board.

October 5, 2016

Ms. Wendy Griffin



Re: Commendation for Service on the SWFWMD Governing Board

Dear Ms. Griffin:

The Board of Directors of the Peace River Manasota Regional Water Supply Authority extends its sincere appreciation for your service on the SWFWMD Governing Board. Your professionalism and steadfast water advocacy throughout your tenure on the Governing Board has been instrumental in furthering the continued partnership between the SWFWMD and the Authority in the development of a regional water supply system for the benefit of the citizens of the four counties comprising the Authority now and into the future. Your dedicated service and tremendous duty stands as a reminder of the accomplishments that can be achieved by working together.

The Authority Board and staff thank you for your service and we hope that you continue to contribute in the future for the betterment of the natural resources and citizens of our community.

Sincerely,

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Christopher G. Constance, Chairman

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Elton A. Langford, Commissioner

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Alan Maio, Vice Chairman

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John R. Chappie, Commissioner

---

Patrick Lehman, Executive Director

---

Douglas Manson, General Counsel



**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY  
BOARD OF DIRECTORS MEETING  
October 5, 2016**

**CONSENT AGENDA  
ITEM 7**

**Letter of Appreciation to Thomas Bronson for Service on the SWFWMD Governing Board**

---

**Recommended Action -**

**Motion** for letter of appreciation to Thomas Bronson for service on the Southwest Florida Water Management District Governing Board.

Mr. Thomas Bronson served on the Governing Board of the Southwest Florida Water Management District from March 2013 through August 2016. Mr. Bronson's professionalism and steadfast water advocacy on the Governing Board has been instrumental in furthering the partnership between the SWFWMD and the Authority in the development of a regional water supply system for the benefit of the citizens of the four counties.

Staff recommends the Authority extend a letter of appreciation to Mr. Bronson for his years of service to this region on the SWFWMD Governing Board.

October 5, 2016

Mr. Thomas Bronson



Re: Commendation for Service on the SWFWMD Governing Board

Dear Mr. Bronson:

The Board of Directors of the Peace River Manasota Regional Water Supply Authority extends its sincere appreciation for your service on the SWFWMD Governing Board. Your professionalism and steadfast water advocacy throughout your tenure on the Governing Board has been instrumental in furthering the continued partnership between the SWFWMD and the Authority in the development of a regional water supply system for the benefit of the citizens of the four counties comprising the Authority now and into the future. Your dedicated service and tremendous duty stands as a reminder of the accomplishments that can be achieved by working together.

The Authority Board and staff thank you for your service and we hope that you continue to contribute in the future for the betterment of the natural resources and citizens of our community.

Sincerely,

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Christopher G. Constance, Chairman

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Elton A. Langford, Commissioner

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Alan Maio, Vice Chairman

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John R. Chappie, Commissioner

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Patrick Lehman, Executive Director

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Douglas Manson, General Counsel

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**  
**BOARD OF DIRECTORS MEETING**  
*October 05, 2016*

**REGULAR AGENDA**  
**ITEM 1**

**Water Supply Conditions**

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**Presenter -**

Richard Anderson, System Operations Manager

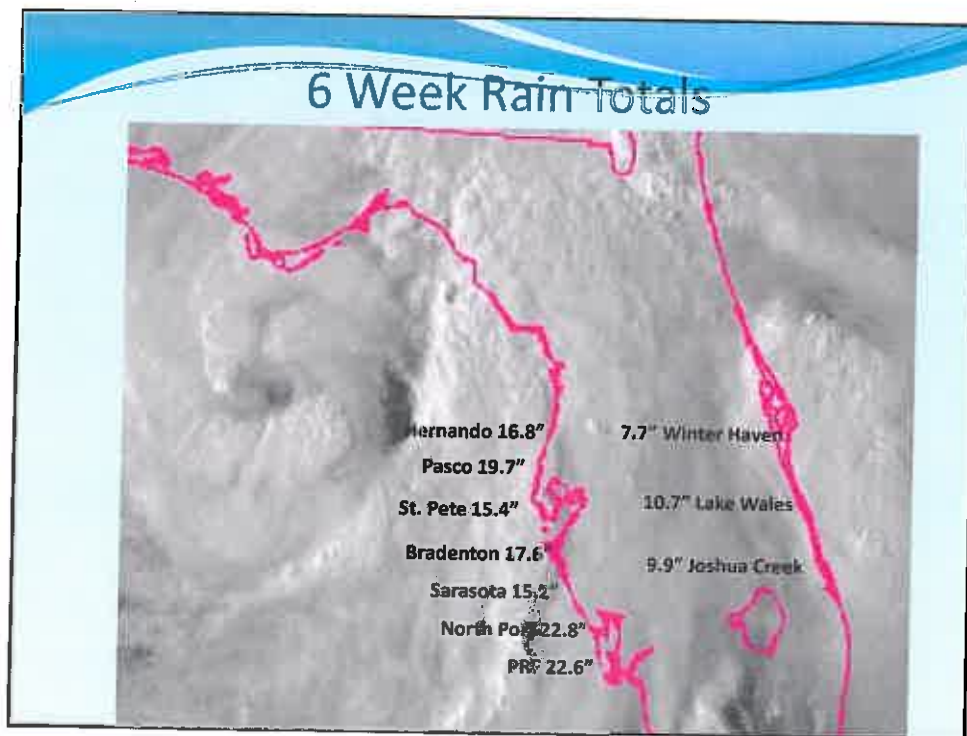
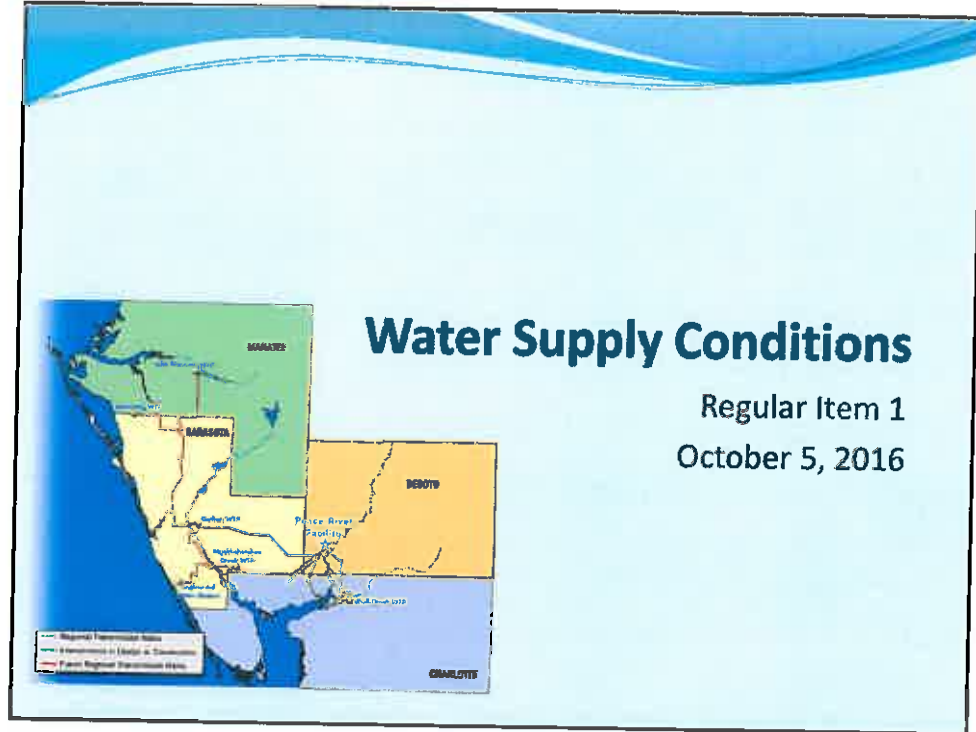
**Recommended Action -**

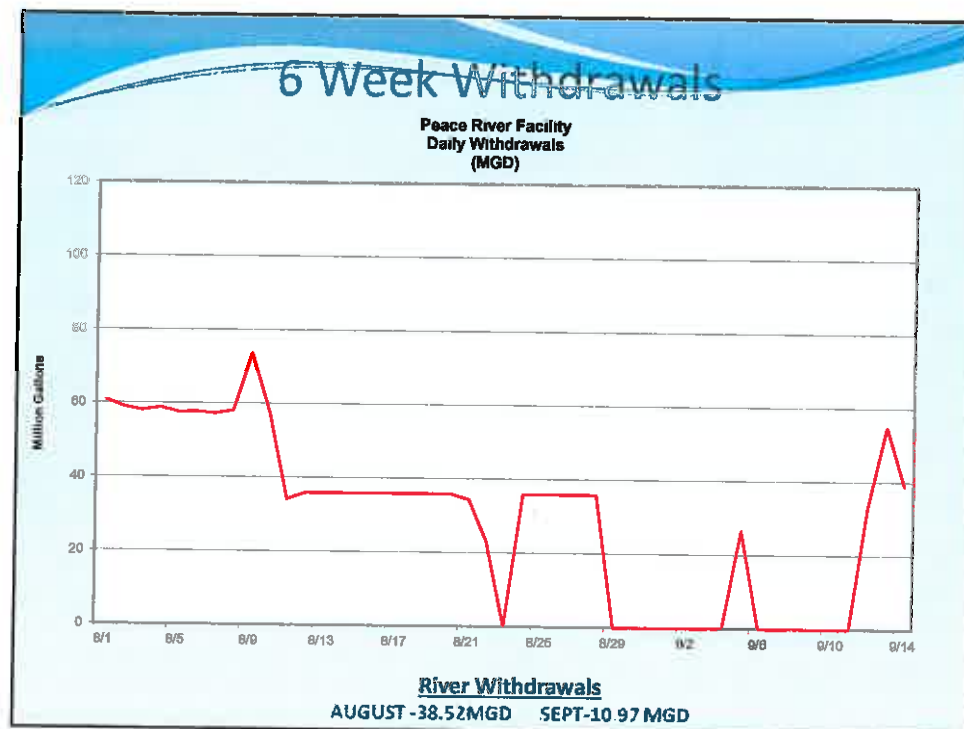
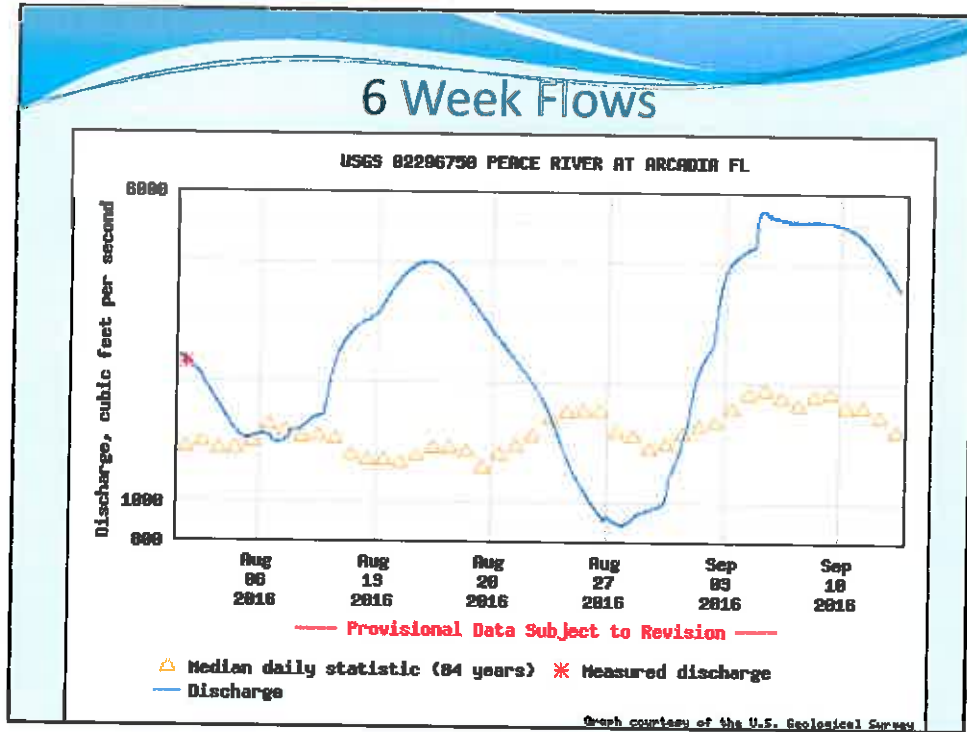
**Status Report.** This item is presented for the Board's information and no action is required.

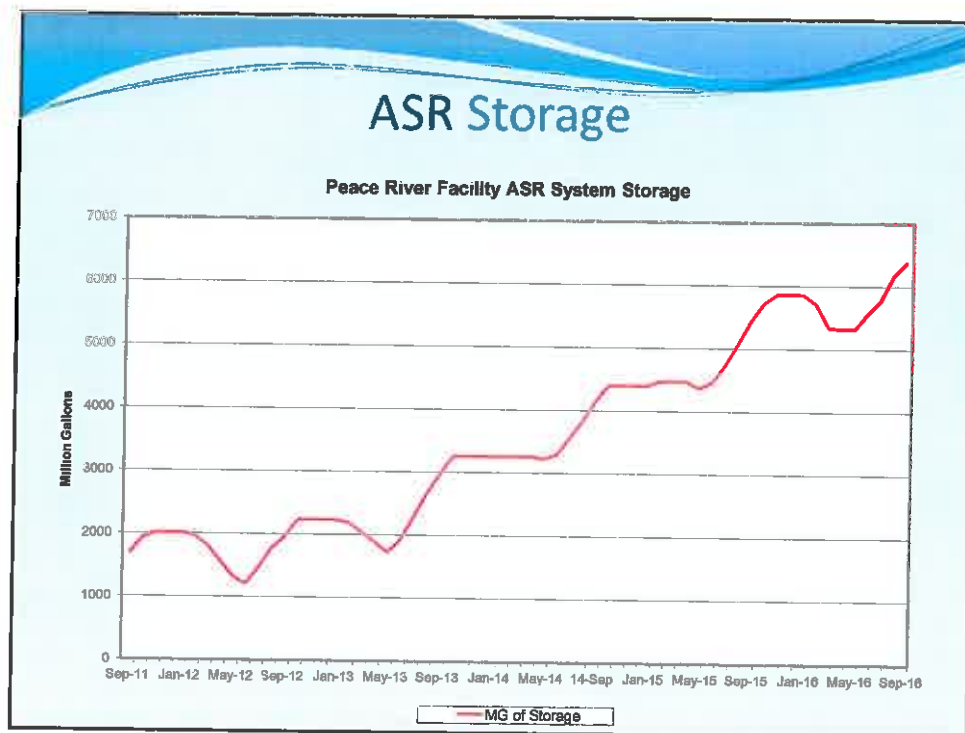
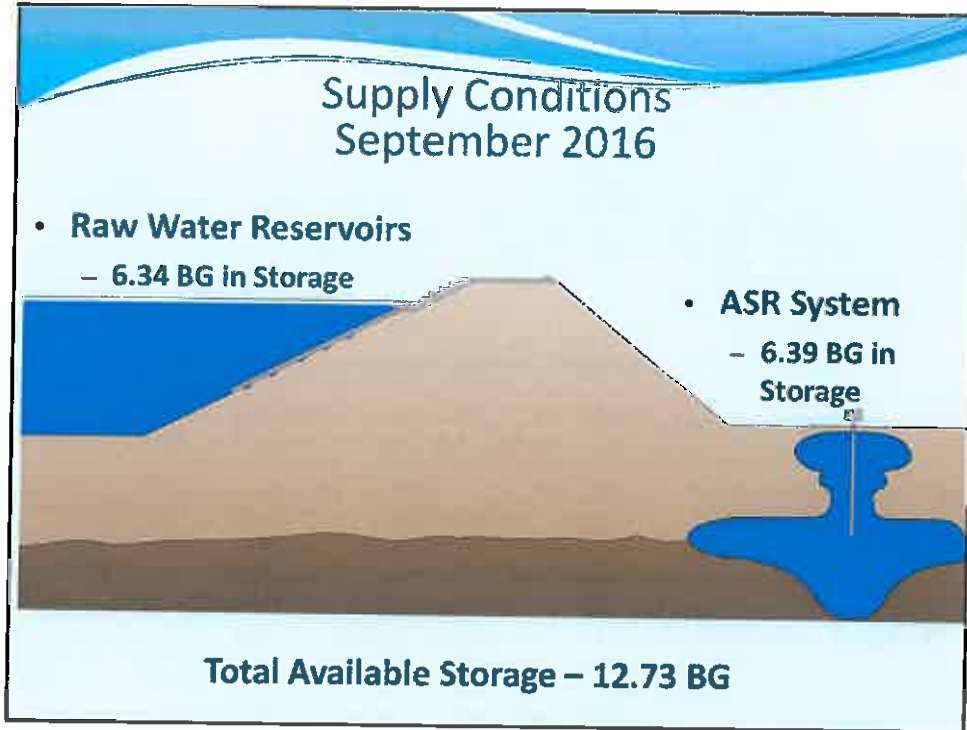
Water Supply Conditions at the Peace River Facility as of September 15, 2016.

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

September Water Demand	20.85 MGD
September River Withdrawals	10.97 MGD
<u>Storage Volume:</u>	
Reservoirs	6.34 BG
ASR	<u>6.39 BG</u>
Total	12.73 BG







## Regional Water Production and Use August 2016



Source	Capacity [MGD]	August 2016 [MGD]
Authority System	34.70	22.49
County & City Facilities	69.97	40.00
Total Capacity & Production	104.7	62.49
Export to Non Authority Customers	NA	(3.09)
Authority Customer Total Water Use	104.7	59.40

## Charlotte County

Source	Capacity [MGD]	August 2016 [MGD]
Peace River Facilities	16.10	9.73
Charlotte Self Supply	3.17	0.31
TOTAL	19.27	10.04

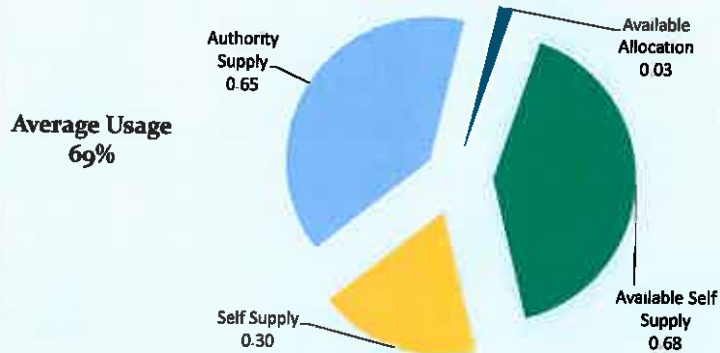
### Previous 12-Month Average



## Desoto County

Source	Capacity [MGD]	August 2016 [MGD]
Peace River Facilities	0.675	0.56
Desoto Self Supply	0.75	0.32
TOTAL	1.425	0.88

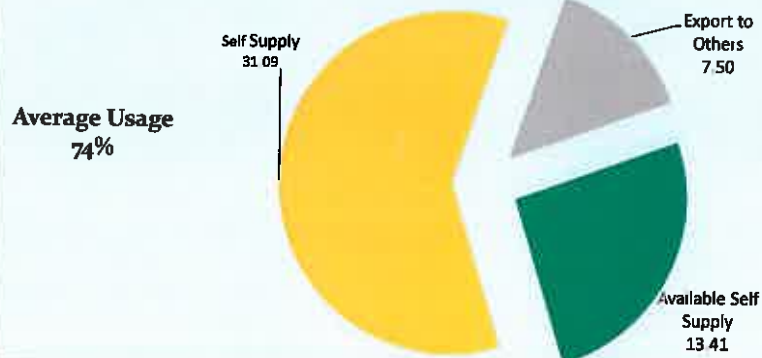
Previous 12-Month Average



## Manatee County

Source	Capacity [MGD]	August 2016 [MGD]
Manatee Self Supply	52.00	28.78
Export to Sarasota Co.	NA	4.11
Export to Others	NA	3.09
TOTAL	52.00	35.98

Previous 12-Month Average

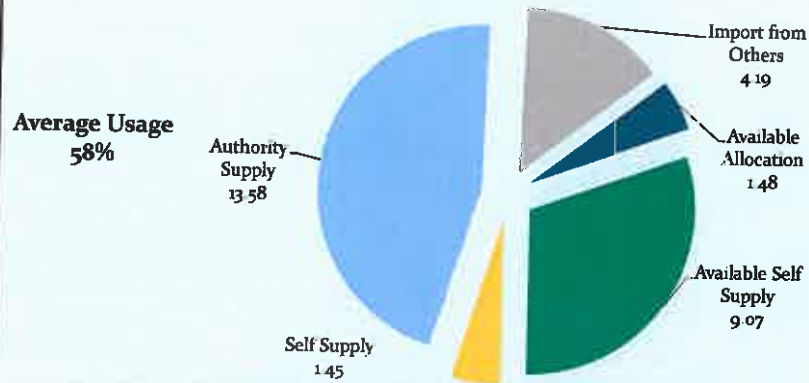




## Sarasota County

Source	Capacity [MGD]	August 2016 [MGD]
Peace River Facilities	15.06	11.65
Import from Others	8.00	4.36
County Self Supply (Wellfields)	10.52	1.33
TOTAL	33.58	17.34

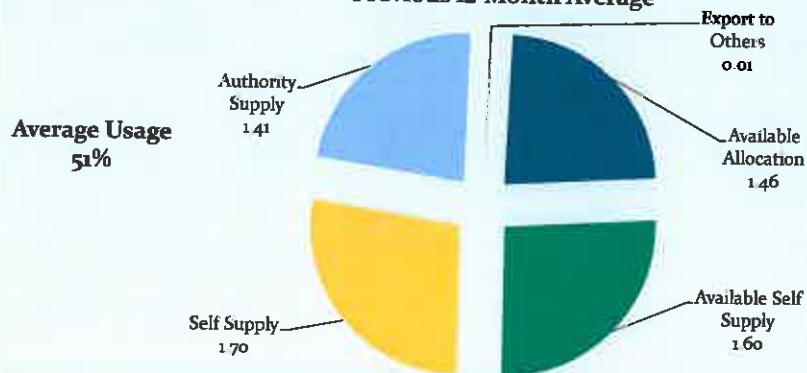
### Previous 12-Month Average

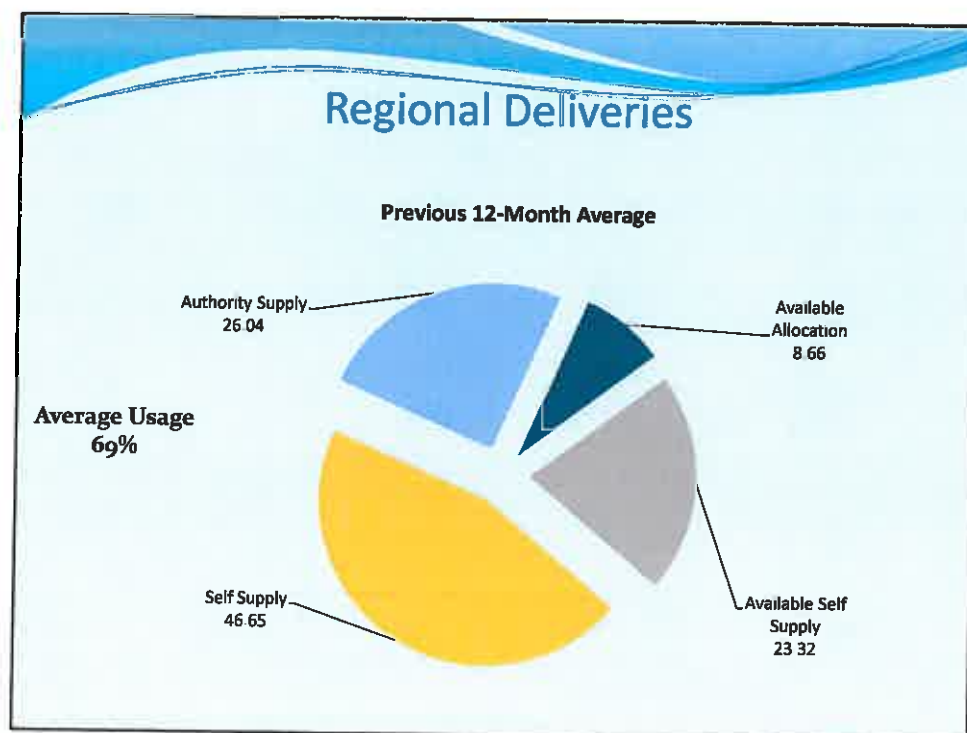
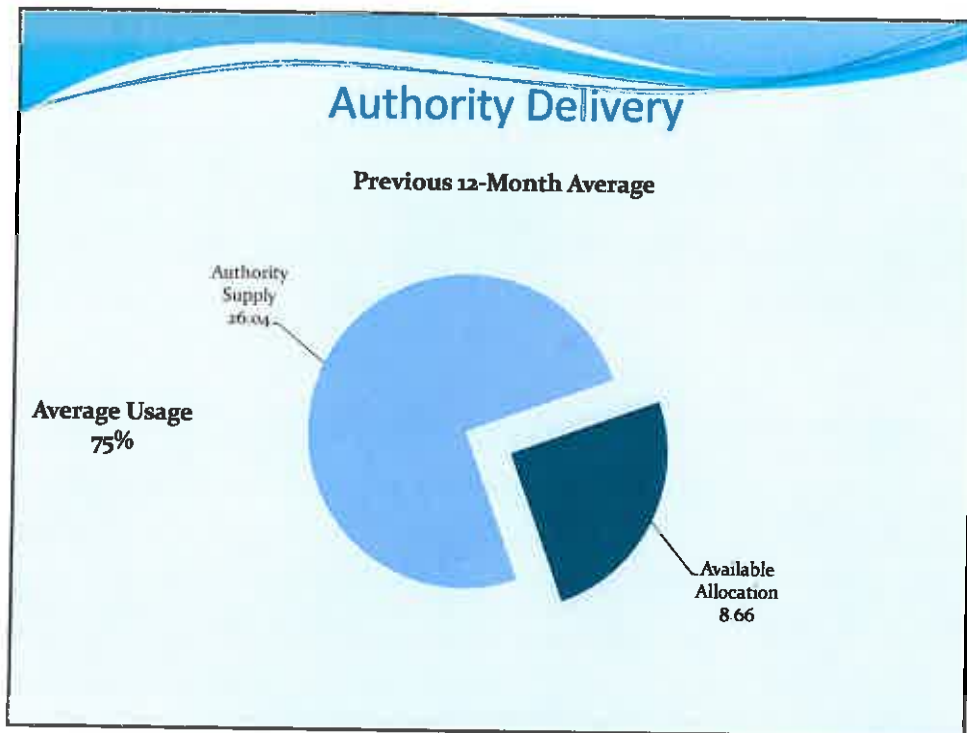


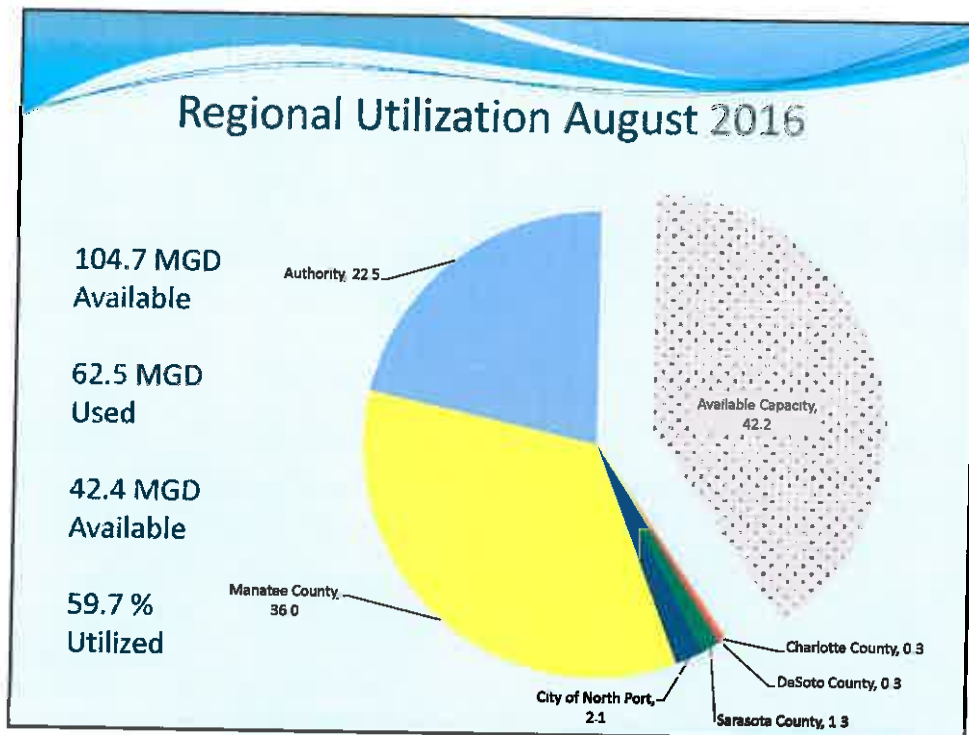
## North Port

Source	Capacity [MGD]	August 2016 [MGD]
Peace River Facilities	2.865	0.53
North Port Self Supply	3.30	2.07
Water Exchanged/Transferred	N/A	(0.25)
TOTAL	6.165	2.35

### Previous 12-Month Average







**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY  
BOARD OF DIRECTORS MEETING  
October 5, 2016**

**REGULAR AGENDA  
ITEM 2**

**MBDV P.A. Agreement for General Counsel Services First Amendment**

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**Presenter -** Douglas Manson, General Counsel

**Recommended Action -** Motion to approve First Amendment to the Agreement for General Counsel Services with MBDV, P.A.

The Agreement for General Counsel Services with Manson Bolves Donaldson Varn, P.A was entered into August 5, 2015 for a term of three years (October 1, 2015 through September 30, 2018). The Agreement authorizes FY 2016 fees for in-scope activities not to exceed \$180,000. For each subsequent Agreement year, the Board is to set the amount for legal services by amendment.

The First Amendment provides for an amount not to exceed \$180,000 (same as FY 2016). All other provisions of the Agreement remain unchanged.

**Budget Action** – No action needed.

**Attachments:**

Tab A First Amendment

Tab B Agreement for General Counsel Service [August 5, 2015]

Tab C General Counsel Service Fees To-Date for F 2015

**TAB A**  
**First Amendment**

FIRST AMENDMENT  
TO  
PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY AGREEMENT  
FOR GENERAL COUNSEL SERVICES

This FIRST AMENDMENT entered into and effective this 5<sup>th</sup> day of October, 2016 by and between the PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY, an independent special district created pursuant to Section 373.1962, Florida Statutes, now found at Section 373.713, Florida Statutes, and Section 163.01, Florida Statutes, acting by and through its governing Board of Directors, hereinafter referred to as the "Authority", whose address is 9415 Town Center Parkway, Lakewood Ranch, Florida 34202, and Manson Bolves Donaldson Varn, P.A., hereinafter referred to as the "Firm", whose address is 1101 West Swann Avenue, Tampa, Florida 33606, and collectively referred to as the "Parties".

WITNESSETH:

WHEREAS, the Authority and Manson Bolves Donaldson, P.A. entered into the Peace River Regional Water Supply Authority Agreement for General Counsel Services on August 5, 2015 ("Agreement");

WHEREAS, Paragraph 13.2 of the Agreement set the total legal fees for Fiscal Year 2016 at One Hundred and Eighty Thousand Dollars (\$180,000) and required the Authority Board of Directors to set the amount for total legal fees annually for each subsequent fiscal year by amendment to the Agreement;

WHEREAS, Paragraph 6.1 of the Agreement provides that it may only be amended by a writing duly executed by the Parties;

WHEREAS, the Firm's name was revised in spring 2016; and

WHEREAS, the Parties wish to set the total legal fees for Fiscal Year 2017.

NOW THEREFORE, in consideration of the mutual terms and covenants and conditions contained herein, the parties hereby mutually agree to amend the Agreement as follows:

1. Paragraph 13.2 is amended by replacing "fiscal year 2016 (October 1, 2015 through September 30, 2016)" with "fiscal year 2017 (October 1, 2016 to September 30, 2017)".
2. The terms, covenants and conditions set forth in the Agreement that have not been specifically amended herein, will continue in existence, are hereby ratified, approved and confirmed, and will remain binding upon the parties hereto.

IN WITNESS WHEREOF, the parties hereto, or their lawful representatives, have executed this FIRST AMENDMENT on the day and year set forth above.

ATTEST:

PEACE RIVER MANASOTA  
REGIONAL WATER SUPPLY  
AUTHORITY

---

Patrick J. Lehman, P.E.  
Executive Director

---

Christopher G. Constance, Chairman

---

Douglas Manson, Shareholder

**TAB B**  
**Agreement for General Counsel Services**  
**[August 5, 2015]**



**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY  
AGREEMENT FOR GENERAL COUNSEL SERVICES**

This Peace River Manasota Regional Water Supply Authority Agreement for General Counsel Services ("Agreement") is made as of the 5th day of August, 2015, by and between the PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY ("Authority") and MANSON BOLVES DONALDSON, P.A. ("Firm").

In consideration of the mutual promises contained in this Agreement, the Authority and Firm agree as follows:

**1. INDEMNIFICATION.**

1.1. Intentionally deleted due to professional liability insurance coverage provided below.

**2. REMEDIES.**

2.1 The Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Manatee County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise.

**3. WAIVER OF JURY TRIAL AND ENFORCEMENT COSTS.**

3.1 WAIVER OF JURY TRIAL. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

3.2 If any legal action or other proceeding is brought for the enforcement of the Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of the Agreement, the parties agree that each party shall be responsible for its own attorney's fees.

**4. AUTHORITY TO PRACTICE.**

4.1 The Firm hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner and in accordance with applicable law. Proof of such licenses and approvals shall be submitted to the Authority upon request.

**5. SEVERABILITY.**

5.1 If any term or provision of the Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of the Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other

term and provision of the Agreement shall be deemed valid and enforceable to the extent permitted by law.

**6. ENTIRETY OF CONTRACTUAL AGREEMENT.**

6.1 The Authority and Firm agree that this Agreement sets forth the entire contract between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

**7. WAIVER.**

7.1 Failure of either party to enforce or exercise any right(s) under the Agreement shall not be deemed a waiver of either party's right to enforce or exercise said right(s) at any time thereafter.

**8. THIRD PARTY BENEFICIARIES.**

8.1 This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties.

**9. TERM, TERMINATION AND EFFECT OF TERMINATION.**

9.1 The term of this Agreement is for three (3) year from October 1, 2015 unless earlier terminated as stated herein. The parties may agree in writing to extend the term.

9.2 Either party may terminate this Agreement upon written notice to the other party as provided below.

9.3 Termination of this Agreement shall not affect any rights, obligations, and liabilities of the parties arising out of transactions which occurred prior to termination.

**10. COMPLIANCE.**

10.1 Each of the parties agrees to perform its obligations under the Agreement in conformance with all laws, regulations and administrative instructions that relate to the parties' performance of the Agreement. In the event that either party becomes aware of a possible violation of law, regulation or administrative instruction that might affect the validity or legality of the services provided under the Agreement, such party shall immediately notify the other party and the parties shall agree on appropriate corrective action. In the event either party becomes aware that any investigation or proceeding has been initiated with respect to any of the services provided hereunder, such party shall immediately notify the other party.

**11. EFFECTIVENESS.**

11.1 This Agreement may be executed in one or more counterparts, each of which shall

be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Agreement.

**12. INDEPENDENT CONTRACTOR.**

12.1 No relationship of employer or employee is created by this Agreement, it being understood that Firm will act hereunder as an independent contractor and none of the Firm's officers, directors, employees, independent contractors, representatives or agents performing services for Firm pursuant to this Agreement shall have any claim against the Authority for compensation of any kind under this Agreement. The relationship between the Authority and Firm is that of independent contractors, and neither shall be considered a joint venturer, partner, employee, agent, representative or other relationship of the other for any purpose expressly or by implication.

**13. SERVICES AND COMPENSATION.**

13.1 The initial scope of services under this Agreement shall be for the Firm to provide General Counsel and legal support services for the Authority as more specifically detailed in Exhibit "A".

13.2 The Authority agrees to compensate the Firm \$215.00 an hour blended rate for attorneys and \$90 an hour for paralegals for work performed within the scope set forth in Exhibit "A"; however, for the first year of the Agreement, the total fees for Authority fiscal year 2016 (October 1, 2015 through September 30, 2016) shall not exceed One Hundred and Eighty Thousand Dollars (\$180,000). For each subsequent Agreement year, the Authority Board of Directors ("Board") shall set the amount for the annual General Counsel and legal services specified in Exhibit "A" by amendment to this Agreement. Litigation legal services are not included within this amount or within the scope of services in Exhibit "A". Litigation legal services shall be provided by the Firm at its standard litigation rates. At the time of execution of this Agreement, the Firm's standard litigation rate is \$350 per hour for senior attorneys and \$225 for associates. The provision of litigation legal services shall be contracted by amendment to this Agreement as set forth in paragraph 13.3.

13.3 The Authority through recommendation of the Executive Director and approval by its Board of Directors and the Firm may amend this Agreement to add additional services to be provided by the Firm or additional compensation beyond the amount stated herein.

13.4 The Firm shall render monthly invoices to the Authority for services that have been rendered in conformity with this Agreement in the previous month. Invoices will normally be paid within thirty (30) days following the Authority's receipt of the Firm's invoice.

13.5 All invoices should be itemized to identify each task performed and should reflect the actual time spent on each task, using 1/10 of an hour increments. Additionally, the personnel who perform each task must be specified.

13.6 The Authority will reimburse the Firm for any out-of-pocket expenses, including, but not limited to, filing fees, telephone conference call charges, postage charges, courier fees,

outside printing, photocopying, court reporting and transcription fees. Payment for some of these fees is outlined more specifically below.

In-house photocopying will be paid at the rate of ten cents (.10) per page. The number of copies made shall be specified.

Telephone conference calls must state the date, length of call, and per minute cost.

Any travel, per diem, mileage, or meal expenses, which may be reimbursable, will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes.

For all disbursements, the Authority requires copies of paid receipts, invoices, or other documentation. Such documentation must be sufficient to establish that the expense was actually incurred and necessary in the performance of legal services provided.

#### **14. URGENT LEGAL REPRESENTATION.**

14.1 In matters that require urgent legal response that may be beyond that scope of services set forth in Exhibit "A" and must be addressed prior to the next scheduled Board meeting, the Firm may represent the Authority on matters regarding the ability of the Authority to provide safe drinking water, time sensitive responses to the initiation of litigation or to preserve the status quo of litigation matters. The Firm shall immediately provide written notice to the Executive Director and the Board of the representation. This representation shall only continue until the next Board meeting wherein this Agreement would be amended by the Board to reflect the additional services and compensation or the representation on the specific matter would terminate.

#### **15. INSURANCE.**

15.1 The Firm shall maintain during the term of this Agreement all insurance coverage as required hereunder.

<u>Type of Coverage</u>	<u>Amount of Coverage</u>
Professional liability/ Errors and Omissions	\$300,000 annual aggregate
Commercial General Liability Insurance	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability (optional /per case basis)	\$1,000,000 combined Single Limit
Workers' Compensation	Must be in accordance with State and Federal Laws (no minimum amount)

Proof of all insurance coverage shall be provided on the date of execution of this Agreement to the Authority. The Authority may request proof of coverage at any time and it shall be provided by the Firm within ten (10) days of the request.

**16. NOTICES.**

16.1 Any and all notices, amendments or alterations to this Agreement or any other communications provided for herein shall be given in writing by email and U.S. Mail. All notices to Authority shall be given to the Executive Director, Peace River Manasota Regional Water Supply Authority, 9415 Town Center Parkway, Lakewood Ranch, Florida 34202 or such other address as may from time to time be designated in writing by Authority's Board of Directors. All notices to the Firm shall be given to Douglas Manson, Manson Bolves Donaldson, P.A., 1101 W. Swann Avenue, Tampa, Florida 33606.

**17. COUNTERPARTS.**

17.1 This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed as of the day and year set forth above.

ATTESTS:

By:

  
Patrick Lehman, Executive Director

**Peace River Manasota Regional Water  
Supply Authority**

By:

  
John R. Chappie, Chair

**BOARD APPROVED**

**AUG - 5 2015**

**Peace River Manasota  
Regional Water Supply Authority**

**Manson Bolves Donaldson, P.A.**

By:

  
Douglas Manson, Shareholder

## **EXHIBIT A – SCOPE OF SERVICES**

The Firm shall perform the following specific General Counsel legal services:

### **A. Board**

1. Attend all Regular and Special meetings of the Board and all Work Sessions.
2. Attend briefings of any Board members when so requested by the Executive Director or Board member in order to counsel the Board members on any legal matter which may come before the Board.
3. Prepare Board agenda items as needed.
4. Keep the Board informed of legislation or judicial opinions that may impact the Authority.
5. Provide interpretation of Authority governance documents to the Board as needed.
6. Assist the Executive Director with the preparation of the annual budget for all legal services.
7. Provide legal counsel and guidance, including rendering of legal opinions, to the Board in reference to any matters that pertain to the official duties of the Board.
8. Oversee the activities of any Special Counsel.

### **B. Staff**

1. Provide legal assistance to the Executive Director and Authority staff on routine matters relating to:
  - (a) The acquisition or disposition of real property including, but not limited to, the preparation of deeds, leases, easements, and agreements;
  - (b) Agency operations, including obtaining necessary permits from other governmental agencies and property access and related issues;
  - (c) The procurement of goods and services, including the solicitation of bids and proposals, and the negotiation, drafting, approval, and interpretation of contracts;
  - (d) The informal resolution of bid protests and contract disputes;
  - (e) Grant funding;

- (f) Authority liability;
- (g) The preparation and interpretation of agency policies and Public Records Requests;
- (h) Agreements with member governments and other government entities;
- (i) Interpretation of governance documents; and
- (j) Other matters requiring legal assistance as necessary.

“Routine matters” include all activities up to, but not including, the filing of civil and administrative litigation. These activities include but are not limited to:

- Drafting and review of documents;
- Participating in meetings with staff and others as needed; and
- Handling telephonic and electronic communications as needed.

2. Keep the Executive Director and Authority staff informed of legislative and judicial developments.
3. Provide legal counsel, guidance and opinions to the Executive Director and the Authority staff in reference to the operations of the Agency.
4. Maintain legal files and provide to the Authority copies of all documents relating to matters the Firm is handling for the Authority.
5. On a bi-monthly basis, the Firm will provide a brief written report on the permitting activities that may significantly impact the Peace River Basin.

#### **C. Litigation and Legal Defense**

1. From time to time, the Authority may choose to engage the services of attorneys and law firms that provide certain specialized legal services. The Board will do this under separate contract with said attorneys and law firm (“Special Counsel”). Nevertheless, the Firm shall be responsible for overseeing the activities of the Special Counsel.
2. This scope of work does not include litigation matters except as authorized in Paragraph 14. The Firm shall provide litigation services to the Authority under written separate work order or amendment to this Agreement setting forth the Firm’s current standard litigation fees and estimating a budget for the litigation process.

**TAB C**  
**General Counsel Fees To-Date for FY 2016**



**Manson Bolves Donaldson Varn, P.A.**  
**FY 2016 Billing Summary [thru August 2016]**

Month	Monthly Billing
Oct-15	\$19,313
Nov-15	\$18,458
Dec-15	\$15,497
Jan-16	\$18,567
Feb-16	\$20,835
Mar-16	\$8,730
Apr-16	\$9,040
May-16	\$4,070
Jun-16	\$2,525
Jul-16	\$14,830
Aug-16	\$10,455
Sep-16	
Year To-Date	\$142,320
Annual Maximum for Legal Serv	\$180,000
Remaining	\$37,680

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**  
**BOARD OF DIRECTORS MEETING**  
**October 5, 2016**

**REGULAR AGENDA**  
**ITEM 3**

**State Lobbyist Services Selection**

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**Presenter -**

Patrick Lehman, Executive Director

**Recommended Action -**

**Motion** to authorize the Executive Director to execute Agreement for State Lobbyist Services with

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The Authority's existing Agreement for legislative services expired September 30, 2016. Request for Proposals (RFP) solicited in accordance with the Authority's Procurement Policy and four (4) submittals were received by the September 13, 2016 deadline.

The selection committee for State Lobbyist Services and met on September 21, 2016 to discuss and rank the submittals. The selection committee recommends the Board interview the top two (2) firms for consideration. The two firms have been invited to attend be allotted up to 10 minutes each to make a presentation and answer any questions from the Board. The firms are:

- Diane R. Salz governmental consulting
- Manson Bolves Donaldson Varn, P.A.

Following interview the Board will rank and authorize the Executive Director to execute an Agreement for State Lobbyist as contained in the RFP. The Agreement is effective October 1, 2016 for a term of three (3) years with up to two (2) additional one-year extensions upon mutual consent.

**Budget Action:** No action needed.

**Attachments:**

- Tab A Selection Committee Tabulation
- Tab B Request for Proposals for State lobbyist Services
- Tab C Submittals for RFP

**TAB A**  
**Selection Committee Tabulation**



**REQUEST FOR PROPOSALS - STATE LOBBYIST SERVICES**  
**Submittal Date: September 13, 2016**

**SELECTION COMMITTEE MEMBERS**

Patrick Lehman, Executive Director (PRMRWSA)  
Mandy Hines, County Administrator (DeSoto County)  
Emily Lewis, Legislative Manager (Charlotte County)  
Ann Lee, Finance/Administration Manager (PRMRWSA)

**FIRMS SUBMITTING RFP**

**Diane R. Salz, Governmental Consulting**  
Diane R. Salz, President and Owner  
2529 Goose Pond Court  
Tallahassee, FL 32308  
850.339.8550  
salz.govconsultant@gmail.com

**Manson Bolves Donaldson Varn, P.A.**  
Laura Donaldson, Shareholder  
1101 W. Swann Avenue  
Tampa, FL 33606  
813.514.4700  
ldonaldson@mansonbolves.com

**Peebles & Smith, LLC**  
William J. Peebles, Principal  
301 South Bronough Street, Suite 500  
Tallahassee, FL 32301  
850.681.7383  
bill@peebles-smith.com

**The Advocacy Group at Cardenas Partners, LLC**  
Stephen W. Shiver, Partner  
South Monroe Street, Suite 602  
Tallahassee, FL 32301  
850.222.8900  
ss@cardenaspartners.com

Peace River Manasota Regional Water Supply Authority

State Lobbyist Services  
Tabulation Sheet


CONSULTANT	Criteria						SUBTOTAL (100 points)	WMBE (5 points)	TOTAL (105 points)
	1 (10 points)	2 (25 points)	3 (25 points)	4 (10 points)	5 (10 points)	6 (20 points)			
Diane R. Salz Governmental Consulting	10	25	25	10	5	15	90	NA	90
Manson Bolves Donaldson Varr, P.A.	10	25	25	10	10	15	95	NA	95
The Advocacy Group at Cardenas Partner, LLC	10	20	15	5	10	10	70	NA	70
Peebles & Smith, LLC	10	20	20	10	5	5	70	NA	70


Criteria:

- 1 List of clients/references
- 2 Project team qualifications and experience with clients/needs similar to the Authority
- 3 Experience and approach of scope of services
- 4 Intergovernmental coordination experience
- 5 Project team and office location(s)
- 6 Fee
- 7 Minority or Woman-Owned Business (WMBE)

Member Signatures:

  
Patrick Lehman, Executive Director (PRMRWSA)

  
Mandy Hines, County Administrator (DeSoto County)

  
Emily Lewis, Legislative Manager (Charlotte County)

  
Ann Lee, Finance/Administration Manager (PRMRWSA)

**TAB B**  
**Request for Proposals for State lobbyist Services**



# **Peace River Manasota**

**Regional Water Supply Authority**

**REQUEST FOR PROPOSALS  
STATE LOBBYIST SERVICES**

**DUE DATE: 2:00 PM, Tuesday, September 13, 2016**

**Peace River Manasota Regional Water Supply Authority  
9415 Town Center Parkway  
Lakewood Ranch, Florida 34202**

The Peace River Manasota Regional Water Supply Authority (Authority) is requesting written proposals from qualified firms (Consultant) to provide professional state lobbyist services.

### AUTHORITY BACKGROUND

The Authority is an independent special district of the State of Florida, created and existing pursuant to Sections 373.713 and 163.01, Florida Statutes. The Authority is comprised of Charlotte, DeSoto, Manatee and Sarasota Counties. The Authority was created for the purpose of developing, storing and supplying water for county and municipal purposes in such a manner as will give priority to reducing adverse environmental effects of excessive or improper withdrawals from concentrated areas. The Authority is required to acquire, design, secure permits, construct, operate and maintain facilities in locations and at the times necessary to insure that an adequate water supply will be available to all citizens within the Authority's boundaries.

The Authority owns and operates the Peace River Facility, a 51 million gallon per day (mgd) conventional surface water treatment facility on Kings Highway in DeSoto County. The treatment plant is supported by a 120 mgd water intake on the Peace River, a 6.5 billion gallon off-stream raw water storage system, and 21 aquifer storage and recovery wells. The Authority's regional system also includes 65 miles of large-diameter drinking water transmission system pipelines and associated remote pumping stations and finished water storage tanks. The Authority is currently contracted to provide up to 34.7 million gallons per day of treated drinking water to Charlotte, DeSoto and Sarasota Counties and the City of North Port.

### PURPOSE

The purpose of this Request for Proposals (RFP) is to solicit responses from qualified firms or individuals to perform state lobbyist services. Respondents should have an established reputation and documented successful experience in providing these types of services in the public sector.

Respondents are expected to read and understand this RFP in its entirety. An inquiry period is being provided for potential respondents to request clarification. Respondents to this RFP are expected to demonstrate their ability to provide the services requested via the submittal documents and/or associated interviews.

### SCOPE OF SERVICES

The Authority is requesting RFPs from qualified firms for the purpose of providing state lobbyist in accordance with the scope of services described below. The period of services shall be for three (3) years with two additional one (1) year renewals.

The overall goal of the scope of services to be provided by Consultant is to effectively leverage fiscal resources for water supply projects funding to meet existing and projected potable water supply demands within the Authority's four county area and to ensure that legislation does not negatively impact the Authority. Consultant shall perform the following scope of services.



1. Advise Authority of opportunities to build relationships with other water user groups and forge partnerships for maximizing fiscal resource leveraging potentials;
2. Represent the interests of the Authority at meetings of the Governor's Office, Department of Environmental Protection and other agencies concerning water supply project funding, water conservation initiatives, and other water supply budget and policy matters that may impact the Authority or its member counties;
3. Represent the interests of the Authority at meetings of the Florida House of Representatives and Florida Senate, key legislative leadership, local delegations, and stakeholder groups;
4. Ensure that water supply development projects deemed important to the Authority are processed by appropriate agencies in a timely manner;
5. Advise the Authority of potential fiscal resource leveraging opportunities available from the state, Southwest Florida Water Management District or other agencies;
6. Monitor legislation during any legislative committee weeks and legislative session for the Authority's legislative priorities and other issues that may impact the Authority;
7. Ensure that appropriate coordination is carried out with all related local, regional, and state agencies;
8. Ensure that the Authority is kept apprised of the status of legislative and funding activities and provide routine communication to the Executive Director on actions that may impact the Authority;
9. Monitor key legislative meetings, workshops, and hearings related to resource leveraging opportunities available to the Authority;
10. Provide key legislative members with information promoting the Authority and its water supply development activities;
11. Work in coordination with Board and Executive Director to develop legislative priorities;
12. Advise the Authority on strategies to enlist legislative support; and
13. Advocate on the Authority's behalf before Florida legislative and executive branches on Authority's priorities and appropriations and against legislation that may negatively impact the Authority.

#### CONSULTANT SELECTION PROCESS

Firm selection shall be in accordance with the Authority's Procurement Policy, which can be viewed in its entirety on the Authority's website at [www.regionalwater.org](http://www.regionalwater.org) [click on Procurement]. A copy of the Authority's Agreement (Agreement) for State Lobbyist Services is attached. The contents of the RFP of the successful firm will be incorporated into the Agreement. By submitting a RFP, Consultant agrees to all the terms and conditions of this Request for Proposals and those included in the Agreement.

After issuance of this Request for Proposals, prospective firms or their agents, representatives or persons acting at the request of such Consultants are prohibited from contacting members of the Authority's Board of Directors and staff, or any member of a selection or negotiation committee

concerning this issue until after the final recommendation is presented to the Authority Board of Directors for approval or when the solicitation has been canceled or terminated. Any questions concerning this Request for Statement of Qualifications must be presented in writing to Patrick Lehman at [plehman@regionalwater.org](mailto:plehman@regionalwater.org) by 5:00 pm on September 2, 2016. Response to all questions timely submitted will be distributed and post on the Authority's website. Firms are responsible to check the Authority's website for the Authority's responses.

#### **CONSULTANT SELECTION SCHEDULE**

<b>Activity</b>	<b>Date</b>
Advertise for RFP	August 13, 2016
RFP Submittals Due	September 13, 2016
Selection Committee Meeting to Rank Submittals	September 21, 2016
Board Action for Consultant Selection	October 5, 2016

#### **EVALUATION CRITERIA**

The Selection Committee will review the RFP submittals using the following criteria and percentage, which has an overall total of 100.

<b>Criteria</b>	<b>Weight</b>
List of clients/References	10 points
Project team qualifications and experience with clients/needs similar to the Authority	25 points
Experience and approach of scope of services	25 points
Intergovernmental coordination experience	10 points
Project team and office location(s)	10 points
Fee	20 points
Additional points for Minority or Woman-Owned Business	5 points

#### **REQUEST FOR PROPOSAL REQUIREMENTS**

The RFP must (at minimum) include the following:

1. Legal name, address, phone number and email of Consultant;
2. List of partners/sub-consultants (if any) who would be utilized on the project;
3. Principal office locations of submitting firm and any proposed partners/sub-consultants;
4. Legal form of company, i.e. partnership, corporation, joint venture (if joint venture, identify the members);

5. Copy of Florida Professional Licenses as applicable (business and/or individual);
6. Identification of firm's "Project Manager" who is proposed to serve as point of contact for any and all work assigned by the Authority, location of "Project Manager", outline of qualifications and professional experience;
7. Identification, outline of qualifications and professional experience of other key personnel who will be assigned to conduct professional services provided in the Scope of Services section, and the location of the office to which they are assigned;
8. Description and examples of work completed by firm and project team members relating to the professional services provided in the Scope of Services section, including budget and time period;
9. Identify current and projected (next 12 months) workloads for proposed key staff;
10. Disclosure of whether firm or sub-consultant(s) currently represents Charlotte, DeSoto, Manatee or Sarasota Counties, City of North Port, Southwest Florida Water Management District and/or Florida Department of Environmental Protection in any capacity, and description of such representation, if applicable;
11. Disclosure of any current litigation the firm or sub-consultant(s) is a party to against any of the entities listed above, either directly or retained for testimony and expertise on behalf of any other entity in litigation against the Authority or the above entities, and a description of such litigation, if applicable;
12. Disclosure of any litigation against firm or sub-consultant(s) for breach of contract for work performed for a Florida public entity within the last five (5) years;
13. List of at least three (3) clients that are Florida public entities the Authority can contact as references with respect to firm's work performance for similar scope;
14. Required forms (see attached copies):
  - Project Manager and Project Team/Key Personnel Form (attached below)
  - Signed Sworn Statement under Section 287.133(3)(a), Florida Statutes, on Public Entity Crimes (attached below)
  - References Form (attached below)

Proposed costs and fee schedules shall be submitted with the RFP. Firms claiming Minority or Woman-Owned Business Status must submit a copy of the appropriate certificate as part of their RFP. Two or more firms may combine for the purpose of responding to this Request for Proposals providing that one firm is designated as the "Prime" and the other as a sub-consultant and that the RFP was made without collusion and is in all respects, fair and in good faith.

The RFP shall be limited to no more than 25 one-sided pages for all requested information described herein including the required forms listed in Item 14 above. Front and back covers, transmittal letter, section dividers, and copy (if supplied) of Minority or Woman Owned Business certificate are excluded from the total of 25 one-sided pages. All pages shall be standardized 8 ½ x 11 inches in size, margins not less than 1-inch, standard black text and minimum 12 point font size.

Firms desiring to provide these professional services to the Authority must submit 6 paper copies (1 copy shall be unbound) and 6 electronic PDF copies on DVD/CD or flash drive of their submittal in accordance with the requirements contained in the information package to:

Response to RFP for State Lobbyist Services  
Attn: Patrick J. Lehman, Executive Director  
Peace River Manasota Regional Water Supply Authority  
9415 Town Center Parkway  
Lakewood Ranch, Florida 34202  
(941) 316-1776

A firm's RFP must be received no later than 2:00 p.m. Eastern time on September 13, 2016 at the above referenced address. It is the firm's responsibility to assure that its response to this RFP is delivered to the Authority prior to the above deadline. Late submittals will not be opened or considered. Responses that are incomplete, conditional, obscure, or do not conform to the requirements contained in this RFP may be deemed nonresponsive at the option of the Authority. The Authority reserves the right to reject all responses and not grant any award resulting from this Request for Proposals. If awarded, no contract will be formed between the Consultant and the Authority until an agreement is executed by both parties.

Upon submittal of its response to this RFP, the Consultant agrees to be bound by all terms and conditions of the RFP. Neither the Authority nor its representatives will be liable for any expenses incurred in connection with preparation of a response to this Request for Proposals.

**PROJECT MANAGER AND PROJECT TEAM/KEY PERSONNEL**  
**For**  
**STATE LOBBYIST SERVICES**

The firm's proposed Project Manager and project team/key personnel are to be indicated below. Each person must be identified with their job classification, area of expertise, work location, and employer.

Person's Name	Job Classification	Office Location

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY by \_\_\_\_\_  
(Print individual's name and title)

for \_\_\_\_\_  
(Print name of entity submitting sworn statement)

whose business address is \_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_  
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_).

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
- a) A predecessor or successor of a person convicted of a public entity crime; OR
- b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

\_\_\_ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order.)

I UNDERSTAND THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

\_\_\_\_\_  
(Signature)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015. Personally known

\_\_\_\_\_ OR produced identification \_\_\_\_\_  
(Type of Identification)

\_\_\_\_\_  
Notary Public

Name (Printed) \_\_\_\_\_

My commission expires \_\_\_\_\_

(Printed typed or stamped Commissioned name of Notary Public)

## REFERENCES

Firm must provide a minimum of three (3) references that meet the requirements in the Request for Proposals.

Firm Name: \_\_\_\_\_

Reference Entity: \_\_\_\_\_

Reference Contact Person: \_\_\_\_\_

Reference Address: \_\_\_\_\_

Reference Email Address: \_\_\_\_\_

Reference Phone No.: \_\_\_\_\_

Firm Project Manager: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

Date Work Commenced: \_\_\_\_\_

Date Work Completed: \_\_\_\_\_

Description of Work Performed: \_\_\_\_\_

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**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY  
AGREEMENT FOR STATE LOBBYIST SERVICES**

This Agreement for State Lobbyist Services ("Agreement") is made as of the 5<sup>th</sup> day of October, 2016, by and between the PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY ("Authority"), an independent special district created pursuant to Sections 163.01 and 373.713, Florida Statutes, and \_\_\_\_\_ ("Consultant").

WHEREAS, the Authority provides certain governmental services and owns and operates a regional public water supply and delivery system, develops new drinking water supplies, transmission pipelines, and water treatment and storage facilities; and

WHEREAS, the Authority desires to retain a consultant to provide State Lobbyist Services; and

WHEREAS, the Authority has selected Consultant in accordance with the Authority's Procurement Policy; and

WHEREAS, the Consultant submittal responding to the Request for Proposals September 13, 2016 is incorporated herein by reference and made a part of this Agreement; and

WHEREAS, Consultant desires to render State Lobbyist Services to the Authority, 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:

**1. REMEDIES.**

The Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Manatee County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise.

**2. WAIVER OF JURY TRIAL AND ENFORCEMENT COSTS.**

1.1 WAIVER OF JURY TRIAL. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

1.2 If any legal action or other proceeding is brought for the enforcement of the Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection

with any provisions of the Agreement, the parties agree that each party shall be responsible for its own attorney's fees.

**3. LICENSE TO PRACTICE.**

The Consultant hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner and in accordance with applicable law. Proof of such licenses and approvals shall be submitted to the Authority upon request.

**4. SEVERABILITY.**

If any term or provision of the Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of the Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of the Agreement shall be deemed valid and enforceable to the extent permitted by law.

**5. ENTIRETY OF CONTRACTUAL AGREEMENT.**

The Authority and Consultant agree that this Agreement sets forth the entire contract between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

**6. WAIVER.**

Failure of either party to enforce or exercise any right(s) under the Agreement shall not be deemed a waiver of either party's right to enforce or exercise said right(s) at any time thereafter.

**7. THIRD PARTY BENEFICIARIES.**

This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties.

**8. TERM, TERMINATION AND EFFECT OF TERMINATION.**

8.1 The term of this Agreement is three years from the October 1, 2016 through September 30, 2019 unless earlier terminated as stated herein. The parties may agree in writing to extend the term for two (2) additional one (1) year periods upon mutual written agreement of both parties.

8.2 Either party may terminate this Agreement upon written notice to the other party as provided below.

8.3 Termination of this Agreement shall not affect any rights, obligations, and liabilities of the parties arising out of transactions which occurred prior to termination.

**9. COMPLIANCE.**

Each of the parties agrees to perform its obligations under the Agreement in conformance with all laws, regulations and administrative instructions that relate to the parties' performance of the Agreement. In the event that either party becomes aware of a possible violation of law, regulation or administrative instruction that might affect the validity or legality of the services provided under the Agreement, such party shall immediately notify the other party and the parties shall agree on appropriate corrective action. In the event either party becomes aware that any investigation or proceeding has been initiated with respect to any of the services provided hereunder, such party shall immediately notify the other party.

**10. EFFECTIVENESS.**

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Agreement.

**11. INDEPENDENT CONTRACTOR.**

No relationship of employer or employee is created by this Agreement, it being understood that Consultant will act hereunder as an independent contractor and none of the Consultant's officers, directors, employees, independent contractors, representatives or agents performing services for Consultant pursuant to this Agreement shall have any claim against the Authority for compensation of any kind under this Agreement. The relationship between the Authority and Consultant is that of independent contractors, and neither shall be considered a joint venturer, partner, employee, agent, representative or other relationship of the other for any purpose expressly or by implication.

## **12. SERVICES AND COMPENSATION.**

12.1 The scope of services under this Agreement shall be for the Consultant to provide legislative services for the Authority as more specifically detailed in Exhibit "A".

12.2 The Authority agrees to compensate the Consultant an annual lump sum amount of \$ \_\_\_\_\_ for the services detailed in Exhibit "A" payable in monthly installments of \$ \_\_\_\_\_. This compensation includes travel expenses for meetings and for up to two trips to the Authority's region.

12.3 The Authority shall reimburse the Consultant for the Consultant's fees for legislative and executive lobbyist registration and additional travel requested by the Authority ("Authorized Travel") above the two trips to the Authority's region. Such expenses will be invoiced with the monthly statement and itemized accordingly. No charges will be expensed for cellular phone service, duplication, long distance telephone calls, subscription tracking tools, and any other incidental expenses. The Authority will reimburse the Consultant for any Authorized Travel in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes.

12.4 The Authority through recommendation of the Executive Director and approval by its Board of Directors and the Consultant may amend this Agreement to add additional services to be provided by the Consultant or additional compensation beyond the amount stated herein.

12.5 The Consultant shall render monthly invoices to the Authority for services that have been rendered in conformity with this Agreement in the previous month. Invoices will normally be paid within thirty (30) days following the Authority's receipt of the Consultant's invoice.

12.6 All invoices shall summarize work performed. For all expenses, the Authority requires documentation that is sufficient to establish that the expense was actually incurred.

## **13. NOTICES.**

Any and all notices, amendments or alterations to this Agreement or any other communications provided for herein shall be given in writing by email and U.S. Mail. All notices to Authority shall be given to the Executive Director, Peace River Manasota Regional Water Supply Authority, 9415 Town Center Parkway, Lakewood Ranch, Florida 34202 or such other address as may from time to time be designated in writing by Authority's Board of Directors. All notices to the Consultant shall be given to \_\_\_\_\_

**14. COUNTERPARTS.**

This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed as of the day and year set forth above.

**Peace River Manasota Regional Water  
Supply Authority**

**ATTESTS:**

By: \_\_\_\_\_  
Patrick Lehman, Executive Director

By: \_\_\_\_\_  
Christopher G. Constance, Chairman

**Consultant**

By: \_\_\_\_\_

## **EXHIBIT A – SCOPE OF SERVICES**

The overall goal of the scope of services to be provided by Consultant is to effectively leverage fiscal resources for water supply projects funding to meet existing and projected potable water supply demands within the Authority's four county area and to ensure that legislation does not negatively impact the Authority. Consultant shall perform the following specific services.

1. Advise Authority of opportunities to build relationships with other water user groups and forge partnerships for maximizing fiscal resource leveraging potentials;
2. Represent the interests of the Authority at meetings of the Governor's Office, Department of Environmental Protection and other agencies concerning water supply project funding, water conservation initiatives, and other water supply budget and policy matters that may impact the Authority or its member counties;
3. Represent the interests of the Authority at meetings of the Florida House of Representatives and Florida Senate, key legislative leadership, local delegations, and stakeholder groups;
4. Ensure that water supply development projects deemed important to the Authority are processed by appropriate agencies in a timely manner;
5. Advise the Authority of potential fiscal resource leveraging opportunities available from state, Southwest Florida Water Management District and other agencies;
6. Monitor legislation during any legislative committee week or legislative session for the Authority's legislative priorities and other issues that may impact the Authority;
7. Ensure that appropriate coordination is carried out with all related local, regional, and state agencies;
8. Ensure that the Authority is kept apprised of the status of legislative and funding activities and provide routine communication to the Executive Director on actions that may impact the Authority;
9. Monitor key legislative meetings, workshops, and hearings related to resource leveraging opportunities available to the Authority;
10. Provide key legislative members with information promoting the Authority and its water supply development activities;
11. Work in coordination with Board and Executive Director to develop legislative priorities;
12. Advise the Authority on strategies to enlist legislative support; and
13. Advocate on the Authority's behalf before Florida legislative and executive branches on Authority's priorities and appropriations and against legislation that may negatively impact the Authority.

**TAB C**  
**State Lobbyist Services Submittals**

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**  
**BOARD OF DIRECTORS MEETING**  
**October 5, 2016**

**REGULAR AGENDA**  
**ITEM 4**

**Southwest Florida Water Management District**  
**FY 2018 Cooperative Funding Applications**

---

**Presenter -**

Mike Coates, Deputy Director

**Recommended Action -**

**Motion** to authorize submittal of FY 2018 Cooperative Funding Initiative Applications to SWFWMD for four projects adopt recommended project co-funding ranking.

FY 2018 Cooperative Funding Initiative applications for the Southwest Florida Water Management Districts (SWFWMD) are due October 7, 2016. Four Authority projects are proposed for submittal requesting up to 50% of eligible costs for each project. Recommended project ranking is shown in table below.

Rank	Project	Estimated Project Cost
1	Regional Integrated Loop System - Phase 3B Interconnect [S.R. 681 to Clark Road]	\$26.9 M
2	Regional Integrated Loop System - Phase 3D Interconnect [Fruitville Road to Manatee County]	\$4.95 M
	Regional Integrated Loop System – Phase 4 Interconnect (Segment 1) [Burnt Store WTP to Phase 1A]	\$4.9 M
4	Partially Treated Surface Water ASR	\$7.7 M

**Budget Action** – No action needed. [Projects are included in the 5-Year CIP]

**Attachments:**

Tab A Project Location Map

Tab B Project Description



**TAB A**  
**Project Location Map**

# Peace River Manasota Regional Water Supply Authority Regional Vision for 2035



Project Location Map

**TAB B**  
**Project Description**

## **Regional Integrated Loop System – Phase 3B Interconnect [S.R. 681 to Clark Road]**

**Location:** Extends from existing Regional 681 Connection with Sarasota County along Cow Pen Slough, north to Clark Road in the vicinity of Cow Pen Slough.

**Length:** 4.5 miles

**Diameter:** 48-inch

**Total Cost:** \$26,967,000 (re-evaluating as part of ongoing preliminary design)

Component	Estimated Cost
Pipeline	\$13,871,000
Storage, Pumping, Metering, Instrumentation, Chemical feed	\$10,400,000
Pipeline Easements	\$1,946,000
Facilities Sites	\$750,000

**Completion time:** 58 months

**Benefits:** 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.

**Project Details:** 4.5 miles of 48-inch diameter regional pipeline to be completed by design-bid-build method in 2021. Provides connection for future County pipeline along Clark Road. Preliminary design on Phase 3B commenced in February 2016 and is scheduled for completion in December 2016. Interlocal Agreement for Phase 3B Interconnect between the Authority and Sarasota County was executed May 2016.

**Funding Details:** SWFWMD has committed funds for the project for FY 2016 and 2017. Project co-funding Agreement between SWFWMD and the Authority is in development with expected completion December 2016. \$500K State funding also applied to the project in Authority FY 2017 budget. SWFWMD co-funding request will be for 50% of eligible costs.

## Regional Integrated Loop System – Phase 3D Interconnect [Fruitville Road to Manatee County]

Location: Extends from Fruitville Road, east of I-75, toward the north along the Loraine Road corridor, terminating about ¼ mile into Manatee County at a new connection with Manatee County Utilities transmission main on Loraine Rd.

Length: 3.6 miles

Diameter: 24-inch

Total Cost: \$4,915,500

Component Costs	Estimated Cost
Pipeline	\$4,585,500
Metering Facility	\$330,000

Completion time: 24 months

Benefits: The Project will support growing needs in the Sarasota County portion of Lakewood Ranch, and provide the northern segment of a regional water connection with Manatee County's system.

Project Details: 3.4 miles of this pipeline and a master meter are to be installed by Schroeder-Manatee Ranch (SMR) as part of a water and wastewater utility services agreement with the County. The SMR installed pipeline will be upsized from 12-inch diameter needed by SMR, to 24-inch diameter pipeline for Regional service. Sarasota County pays pipe upsize charge, acquires the pipeline and master meter from SMR and subsequently conveys to the Authority. Additional ¼ mile of pipeline to be installed north of the County line will be designed and installed by Authority contractors. Project costs shown include the "upsized charge" and Authority design and construction of ¼ mile of 24-inch pipe along Loraine Road north of the County line. **Interlocal Agreement required by April 1, 2017 for co-funding consideration.**

Project Costs: Pipeline "upsized charge", and charge for regional meter installation to Sarasota County in Utility Services Agreement with SMR includes \$4,265,500. Estimated cost for design and installation of ¼ mile of 24-inch pipeline from Manatee/Sarasota County line north for connection with Manatee water system is \$650,000. Total project cost to be submitted for co-funding is \$4,915,500. SWFWMD co-funding request will be for 50% of eligible costs.

## Regional Integrated Loop System – Phase 4 Interconnect – Segment 1 [Burnt Store Road to Tuckers Grade]

Location: Extends from the Burnt Store Road, about 4 miles north of the Burnt Store WTP northeast to Tuckers Grade Road near I-75

Length: 4 miles

Diameter: 16-inch

Total Cost: \$4,925,000

Component Costs	Estimated Cost
Pipeline	\$4,925,000

Completion time: 48 months

Benefits: The Project will become the first segment of a regional pipeline connection with Charlotte County's Burnt Store Reverse Osmosis Water Treatment Plant. The Phase 4 Interconnect – Segment 1 will support growing needs in south Charlotte, and as future segments of the Phase 4 Project are completed, the project will provide access to regional supplies for this isolated service area, as well as providing regional access to water from the Burnt Store RO facility.

Project Details 4 miles of 16-inch diameter regional pipeline to be completed by a private party and conveyed to Charlotte County under a Utility Services Agreement, and thereafter transferred to the Authority as part of the regional transmission system. Project supports ongoing development in south Charlotte County with eventual connection to Phase 1A Regional pump station on US 17 to the North. **Interlocal Agreement required by April 1, 2017 for co-funding consideration.**

Project Costs: Costs are estimated from preliminary route selection work done for the County. Costs will be refined through completion of the utility services agreement between the County and the private entity installing the pipeline. SWFWMD co-funding request will be for 50% of eligible costs.

## **Partially Treated Water Aquifer Storage and Recovery (ASR) Concept [Peace River Facility]**

**Location:** Peace River Facility in DeSoto County

**Total Cost:** \$7,725,000

Component Costs	Estimated Cost
Testing & Permitting	\$309,000
Pumping Facility and pipeline connection for ASR Recharge	\$7,416,000

**Completion time:** 60 months. Project initiated in early FY 2016

**Benefits:** This project has the potential to significantly improve the performance of the Authority's ASR system, at reduced operational costs. In addition, because of the significantly lower ASR recharge costs there is opportunity to over-recharge the system, providing increased support for the SWUCA recovery, or potentially offset future groundwater withdrawals.

**Project Details:** Project which will include, pilot testing the partially treated water ASR concept on two wells in ASR Wellfield 2. If analysis of the test data shows this is a feasible technology at the site, the Authority's ASR operational permit will be modified, and withdrawal, pumping, filtration and pipe connections will be designed and constructed to enable recharge of the ASR system directly from Peace River Reservoir # 1. Pilot testing is scheduled to begin Fall 2016, and if results are favorable, and permits can be obtained, completion of the total project would occur in late 2020.

**Project Costs:** Costs are estimated based on Work Orders issued to-date and preliminary cost estimates of pumping facility cost included in the March 2016 CH2M report in Partially Treated Surface Water ASR Desktop Study. SWFWMD co-funding request will be for 50% of eligible costs

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**  
**BOARD OF DIRECTORS MEETING**  
*October 05, 2016*

**REGULAR AGENDA**  
**ITEM 5**

**Partially Treated Water Aquifer Storage & Recovery (ASR) Concept**

---

**Presenter -**

Mike Coates, Deputy Director

**Recommended Action -**

**Motion** to approve Work Order 16-04 'Partially Treated Surface Water ASR Pilot Study' to CH2M for an amount not to exceed \$199,586.

The Authority owns and operates the largest Aquifer Storage and Recovery (ASR) System in the eastern United States. The system has been installed incrementally over more than 30 years and now includes 21 ASR production wells and 24 monitoring wells. While this system is a critical storage component, contributing to the yield and reliability of 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 because of the potential 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 reservoir system.

In April 2016, staff briefed the Board on a concept evaluation recently completed for the Authority by CH2M for the option of storing partially treated surface water, rather than fully treated water in the ASR system. The CH2M study indicated that significant operational cost savings were possible for the Authority assuming the partially treated ASR concept could be proven up, permitted and implemented. In August the Authority submitted an application to the FDEP to modify the ASR system operating permit to allow pilot testing of the partially treated surface water concept at two wells in ASR Wellfield 2. Staff expects that the FDEP will issue this permit modification this month which will provide for pilot testing.

Work Order 16-04 to CH2M will complete pilot testing of the partially treated water ASR concept in accordance with the requested permit modification. Up to three cycles (one cycle = recharge + storage + recovery) of testing/monitoring results from the production wells and surrounding monitor wells will be evaluated to assess the efficiency of using partially treated surface water for ASR at the Authority's site. Testing is expected to be completed by fall 2017. Test results will be presented to the Board, and if favorable and approved by the Board, modification of the Authority's ASR permits would be requested from FDEP. With successful permit modification, future work on the project would include design and construction of new pumping facilities adjacent to Reservoir 1 to enable recharging ASR with partially treated surface water. The FY 2017 budget CIP includes this project, with completion anticipated in 2020.

Notice to proceed on Work Order 16-04 will only be issued upon FDEP approval of the requisite permit modification. Staff recommends approval of WO 16-04 to CH2M for an amount not to exceed \$199,586.

**Budget Action** – No action needed. [Project is included in FY 2017 CIP Budget]

**Attachments:**

Tab A Project Status Report

Tab B Presentation

Tab C Work Order 16-04 to CH2M



**TAB A**  
**Project Status Report**

## **Project Status Report**

**Project:** Partially Treated Water Aquifer Storage and Recovery

**Date:** October 5, 2016

**Prepared by:** Mike Coates, P.G., Deputy Director

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### **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 was submitted to the FDEP on August 3, 2016 requesting modification of the existing ASR operations permit and Water Quality Criteria Exemption to enable pilot testing of partially treated water at two wells in ASR wellfield 2. CH2M working on development of a Work Order to conduct that pilot testing of two wells in Wellfield 2 to support the efficacy of using partially treated surface water for ASR.

## **Project History Briefing**

**Project:** Partially Treated Water Aquifer Storage and Recovery

**Date:** October 5, 2016

**Prepared by:** Mike Coates, P.G., Deputy Director

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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 - July 2016 Began preparing application to modify ASR permit to allow pilot testing of partially treated ASR concept on two wells in Wellfield No. 2.
- August 2016 August 3, 2016 - Submitted request to FDEP for major modification of the Authority's ASR permit and associated Water Quality Criteria Exemption to enable pilot testing of partially treated ASR concept on two wells in Wellfield No. 2.
- September 2016 September 1, 2016 - Received Request for Additional Information (RAI) from FDEP to support the Authority's ASR permit modification request. September 8, 2016 - CH2M prepared and submitted responses to the FDEP's RAI. CH2M preparing Work

Order for pilot testing of partialy treated ASR concept on two wells in Wellfield No. 2.

**TAB B**  
**Presentation**

# Partially Treated Water Aquifer Storage & Recovery (ASR) Concept

Regular Item 5  
October 5, 2016

## Peace River ASR Facilities



## Potential Benefits of Change to Partially Treated Water ASR

- Not affected by demand (but does require a capital investment in new pumping facility)
- Improved performance for ASR system = Improved reliability
- Potential resource management benefits in SWUCA
- Annual operating savings of ~\$300K



## Risks of Partially Treated ASR

- Reduction in productivity of ASR wells due to un-filtered sediment or biological growth
  - Manageable but may require operational adjustment
- Affect on Arsenic Mobilization
  - May be positive or negative
  - Some studies suggest higher TOC water (partially treated) attenuates arsenic movement
- Pilot Testing is Critical



## Pilot Testing

- Permit Application in-review by FDEP
- Testing at 2 wells
- Up to 3 Cycles
  - Recharge
  - Storage period
  - Recovery
  - ~100 days/cycle
- Monitoring
- Evaluate Test Results



## Work Order 16-04 to CH2M

Issue under Continuing Services Contract to Include

- Design engineering for the equipment & testing
- Turn-Key for pilot test
  - Furnish & set-up pumping equipment & intake assembly
  - Data compilation
  - Ongoing data review, evaluation and coordination
- Completion report
- Test period may cover up to ~ 1 year
- Cost NTE \$199,586



## Staff Recommendation

**Motion** to approve Work Order 16-04 to CH2M for pilot testing partially treated surface water ASR concept in Authority ASR Wellfield No. 2 in the amount not to exceed \$199,586.

## Questions

**TAB C**  
**Work Order 16-04 to CH2M**

# ASR SYSTEM SUPPORT

## Work Order No. 16-04

### Partially Treated Surface Water ASR Pilot Study

#### Overview

Work Order No. 16-04 is entered into this \_\_\_\_ day of \_\_\_\_\_ 2016 and is to be attached to and incorporated by reference to the Agreement for General Hydrologic Services entered into on December 2, 2015, between the Peace River Manasota Regional Water Supply Authority (Authority) and CH2M HILL ENGINEERS, Inc. (Consultant). This work order provides temporary pumping system installation by Xylem, Inc. to recharge partially treated surface water from Reservoir No. 1 to S-4 and S-20, data analysis, and a completion report. ASRus shall serve as a Subconsultant to Consultant on this project.

#### Background

The Authority operates two ASR Wellfields, referred to as Wellfield 1 (WF1) and Wellfield 2 (WF2). WF1 has been in operation since 1987 and consists of nine ASR Wells. WF2 consists of 12 ASR wells located southwest of the Peace River Facility, south of Reservoir No.1. A recent desktop study identified the potential marked benefits of converting the potable water ASR wellfield to a partially treated surface water (PTSW) ASR system. The Authority wishes to proceed with the temporary testing of select wells within WF2 with PTSW to determine the viability of a full scale PTSW ASR system. This temporary pumping system will be completed in up to three complete recharge, storage, and recovery cycles. Water quality data collected by the Authority will be analyzed after each cycle to determine the sufficiency of temporary testing and the need for additional cycles. After sufficient data has been collected to effectively evaluate PTSW ASR, a completion report will be developed to document the results. If results are favorable the report will be used to support modification of the Authority's ASR system permit to include PTSW as a source water.

#### Scope

The scope of work is discussed in detail in the sections to follow:

##### Task 1 – Engineering Documents and Pilot Study Plan

The following will be completed by the CONSULTANT as part of this task:

- Develop a test temporary testing plan that outlines sampling requirements to be followed by the Authority at the compliance monitoring wells indicated in the temporary testing permit.
- Generate construction documents to provide a sufficient concrete pad for the temporary pump and strainer station and sufficient power run to the needed locations. The Authority will construct these items in preparation for the temporary setup by Xylem, Inc.

##### Task 2 – Temporary PTSW ASR Testing

CONSULTANT will contract directly with Xylem, Inc. to install, maintain, and breakdown the temporary testing system which will consist of:

- Floating temporary fish screen in Reservoir No. 1
- One electrically powered temporary pump capable of conveying up to approximately 3 mgd

- One sand strainer
- HDPE piping, joints, and valves to connect the system to the PVC header supplied by the Authority which will convey PTSW to S-4 and S-20

Xylem, Inc. will install this setup for up to three cycles. The setup will be based on the demonstration test design as described in the *Partially Treated Surface Water ASR Desktop Study* (CH2M and ASRus, March 2016), and as shown in Figure 3 of that document. Prior to initiating each recovery cycle, Xylem, Inc. will modify the setup to remove the sand strainer, pump, and fish screen, and allow for the recovered water from S-4 and S-20 to flow directly into Reservoir No. 1.

Costs for Xylem, Inc. are assumed to be invoiced on a time and materials basis. As full design on the temporary setup was not performed, the items utilized by Xylem, Inc. to provide an estimate for rental costs were conceptual in nature. Any significant changes in rental parts required to create a complete system for recharge, storage, and recovery will be addressed in subsequent Change Orders to this Work Order. The rental duration for recharge, storage, and recovery periods are assumed to be 1.5 months, 0.5 months, and 1 month, respectively. Changes in the overall cost for this vendor's services as a result of unanticipated conditions will be addressed in subsequent Change Orders to this Work Order.

After each complete cycle, CONSULTANT will compile and graph the water quality and flow data collected by the Authority. CONSULTANT will meet with the AUTHORITY to review the data and determine if the data supports full conversion of the wellfield or if additional cycles are needed.

### Task 3 – Completion Report

CONSULTANT will develop a pilot study completion report that summarizes the following items:

- Temporary testing system details including equipment layout and operation schedule
- Cycle testing durations, flow rates, and volumes recharged, stored, and recovered
- Water quality trending summary from data collected by the Authority
- Single run of the TDS recovery prediction tool based on any observed difference in TDS yield rates.
- Recommendations for full modification of the Authority's ASR system to add PTSW as a source water

### Assumptions

- Disinfection of the partially treated surface water stream during this pilot study is not needed.
- Only existing operational and water quality data will be analyzed, no additional pump testing or water quality sampling will be conducted as part of this work order.
- The recovery TDS prediction tool will be generated from the best available data but the CONSULTANT offers no guarantee of the water quality results from the ASR wellfield.
- The completion report will not provide updated conceptual layouts for full implementation of adding PTSW as a source water to the Authority's ASR system.
- The completion report will only provide updates to the cost estimate for full implementation of adding PTSW as a source water to the Authority's ASR system that were included in the *Partially Treated Surface Water ASR Desktop Study* (CH2M and ASRus, March 2016)

### Schedule

A summary of the project schedule for this scope of work is presented in Table 1.

**Table 1. Work Order No. 16-04 – Schedule**

<b>Task</b>	<b>Completed By</b>
Kickoff meeting/Test Plan and Construction Documents	Three weeks from Notice-to-Proceed (NTP)
Temporary System Setup	TBD
Cycle Data Graphs and Review Meeting	Two weeks after data is collected and cycle is complete
Draft Completion Report	Four weeks after final cycle test
Review by the AUTHORITY (no meeting)	Two weeks after preceding step
Issuance of Final Completion Report	Two weeks after Consultant receipt of AUTHORITY review comments

## Deliverables

A summary of the Deliverables responsible from the CONSULTANT for this scope of work is presented in Table 2.

**Table 2. Work Order No. 16-04 - Deliverables**

<b>Deliverable Title</b>	<b>Quantity</b>
Draft Test Plan and Construction Documents	Electronic PDF
Final Test Plan and Construction Documents	Electronic PDF
Cycle Data Graphs	Electronic PDF
Draft Completion Report	Electronic PDF
Final Completion Report (signed and sealed)	Electronic PDF, 6 hard copies of Report

## Compensation

CONSULTANT shall be compensated in accordance with Exhibit A. CONSULTANT understands that the wellfield is active and will coordinate field work around AUTHORITY's operational requirements.

## Authority to Provide

The AUTHORITY will provide the following:

- Water quality data, operational data, or any other data that may be collected during temporary testing. Data will be provided in Microsoft Excel® format.
- PVC piping downstream of the temporary pump and strainer system to convey TPSW to S-4 and S-20.
- Temporary concrete pad for pump and strainer assembly.
- Sufficient power to run the temporary pumping system at the temporary concrete pad.
- Connection of power from the panel to the temporary VFD when temporary equipment setup is complete.

## Consultant to Provide

The Consultant shall provide the following:

- Labor, expenses, and equipment to complete scope of work.

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

**PEACE RIVER/MANASOTA REGIONAL  
WATER SUPPLY AUTHORITY**

\_\_\_\_\_  
Patrick J. Lehman, P.E.  
Executive Director

\_\_\_\_\_  
Date

**CH2M HILL ENGINEERS INC.**

  
\_\_\_\_\_  
William D. Beddow, P.E.  
Vice President

\_\_\_\_\_  
Sept. 15, 2016  
Date

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Exhibit A  
ASR System Support  
Work Order No. 16-04  
Partially Treated Surface Water ASR Pilot Study

Compensation

Task	Budget	Basis
Task 1: Engineering Documents and Pilot Study Plan	\$12,712	LS
Task 2: Temporary PTSW ASR Testing	--	--
Cycle 1	\$53,928	LS
Cycle 2	\$53,928	LS
Cycle 3	\$53,928	LS
Task 3: Completion Report	\$25,090	LS
<b>TOTAL</b>	<b>\$199,586</b>	-

***PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY  
BOARD OF DIRECTORS MEETING  
October 5, 2016***

**REGULAR AGENDA  
ITEM 6**

**Annual Review of Executive Director**

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**Presenter -**

Commissioner Christopher Constance, Chairman

**Recommended Action -**

**Motion** to approve recommendation presented by the Chairman.

Authority policy provides that the chairman shall review the review forms completed and submitted by each Board member and develop any appropriate recommendations which shall be presented for consideration by the Board.



# Charlotte County Government

*"To exceed expectations in the delivery of public services."*

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## **\*\* FAX TRANSMITTAL \*\***

**TO:** Jessica Benson, PR/MRWSA

**FAX#:** 941-316-1772 & email – [jbenson@regionalwater.org](mailto:jbenson@regionalwater.org)

**FROM:** Nina on behalf of Commissioner Constance

**DATE:** September 21, 2016

**SUBJECT:** Patrick Lehman Evaluation

**FROM:** Commissioner Constance Office  
18500 Murdock Circle  
Port Charlotte, FL 33948-1094  
941-743-1553  
Fax # 941-743-1310

Attached please find the Executive Director Evaluation of Pat Lehman with letter from the Hon. Chris Constance, Charlotte County Commissioner for time frame November 10, 2015 to September 19, 2016.

Total Pages 7 (Including cover sheet)

**EXECUTIVE DIRECTOR EVALUATION**EXECUTIVE DIRECTOR: PATRICK LEAMANCOMMISSIONER: CHRISTOPHER CONSTANCE, MDEvaluation Period: NOV. 10, 2015 to SEPT. 19, 2016 Date: SEPT. 20, 2016**EVALUATION INSTRUCTIONS:****PERFORMANCE CATEGORIES**

The Performance Categories that comprise this evaluation tool may be considered subjective, but they are closely aligned with the duties that are performed regularly by the incumbent. With each Performance Category are listed a few key elements for the evaluator to consider. Please score each Performance Category based on the elements listed and other relevant criteria.

**Rating Scale for Quality of Performance:**

The following rating scale should be used to rate each specific statement under each of the performance dimensions of the Personnel Performance Assessment and Evaluation, and to rate overall performance in each of the categories. Overall performance rating shall determine the merit increase of the executive director as shown in parenthesis.

- 5 **EXCELLENT:** The incumbent consistently demonstrates performance that significantly surpasses reasonable expectations related to the performance dimension.
- 4 **GOOD:** The incumbent consistently demonstrates performance that often surpasses reasonable expectations related to the performance dimension. The individual demonstrates no appreciable performance deficiencies.
- 3 **SATISFACTORY:** The incumbent consistently achieves the reasonable expectations related to the performance dimension. The individual demonstrates an acceptable degree of competence and performance.
- 2 **FAIR:** The incumbent achieves the minimum of expectations related to the performance dimension. The individual requires development in specific areas in order to meet the reasonable expectations for the performance dimension.
- 0-1 **UNSATISFACTORY:** The incumbent occasionally achieves minimum expectations related to the performance dimension and may be unsuited for the position.

**1. ABILITY TO COMMUNICATE**

**Provide effective level of communications to Commissioners and the public and follow up regarding issues and services.**

- Expresses information orally in a clear and concise manner when making presentations to groups or individuals
- Ensures open lines of communication with the Commissioners and all levels of the organization by providing updates related to policy changes, project status, and other items of importance
- Maintains effective communications with the media, and is proactive in providing accurate information that is important to the public

OVERALL RATING FOR ABILITY TO COMMUNICATE	2.5
Comments:	

**2. LEADERSHIP**

**Provide leadership and supervision for the District to insure accountability and productivity.**

- Leads by example by adhering to the District's established policies, rules, and procedures, and ensuring that subordinates do the same
- Motivates people, sparks others to take action, and takes action himself to achieve goals and policies of the Board
- Capable and composed in high pressure situations

OVERALL RATING FOR LEADERSHIP	2.5
Comments:	

**3. ORGANIZATIONAL AND PROJECT OVERSIGHT**

**Provide oversight and insure progress continues toward completing high priority capital projects as determined by the 5 year strategic plan.**

- Follows through on issues
- Brings people together successfully around tasks
- Manages the process of decision making well; knows who to involve on what issue
- Sets priorities and manages time well

OVERALL RATING FOR ORGANIZATIONAL AND PROJECT OVERSIGHT	3
Comments:	

**4.****INTERGOVERNMENTAL RELATIONS AND INTERACTIONS WITH OTHERS**

**Establish and maintain productive Intergovernmental Relationships (IGR).**

- Consistently acts in a manner that is courteous and professional, including attendance at meetings, returning phone calls/messages, and adhering to scheduled appointments
- Maintains effective working relationships with members of the Board, regulatory agencies, with citizens, community leaders, other outside agencies and the media
- Acknowledges the efforts of others, and gives appropriate credit for their accomplishments
- Works effectively with others over whom he has no direct authority
- Skilled at relating to many different types of people

OVERALL RATING FOR INTERGOVERNMENTAL RELATIONS AND INTERACTIONS WITH OTHERS	2.5
Comments:	

**5. BUDGET PLANNING AND OVERSIGHT**

**Develop and present annual budget to the Board to meet financial challenges facing the organization.**

- Ensures that the annual budget process meets the operational needs of the organization, follows all legal requirements, and is submitted in a timely manner that allows appropriate review and modification
- Develops effective monitoring mechanisms to ensure that the organization is meeting its committed deadlines and timetables

OVERALL RATING FOR BUDGET PLANNING AND OVERSIGHT	3
Comments:	

**6. JUDGMENT AND DECISION MAKING**

- Exercises sound judgment in determining those issues that should appropriately be submitted to the Board for consideration or approval
- Makes logical decisions based on a thorough review of available information and soliciting input from appropriate sources, but is also able to effectively make decisions rapidly in situations where information is limited and the outcome might be uncertain
- Assumes command of tasks presenting difficult or unusual circumstances and effectively assumes charge of field situations or incidents, when necessary. Able to discern when it is necessary to assume charge of situations that would normally be handled by a subordinate; and when it is necessary to only provide guidance and support.

OVERALL RATING FOR JUDGMENT AND DECISION MAKING	2.5
Comments:	

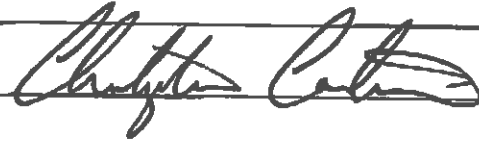
**SUMMARY SHEET**

Communication	Leadership	Organizational and Project Oversight	Intergovernmental Relations/Interaction with others	Budget Planning and Oversight	Judgment and Decision Making
2.5	2.5	3	2.5	3	2.5
OVERALL SCORE 16					

**EVALUATOR'S COMMENTS:** (if any)

SEE ATTACHED LETTER

Evaluator's Signature:



Date:

9/20/16

**EXECUTIVE DIRECTOR'S COMMENTS:** (if any)

Signature: \_\_\_\_\_

Date: \_\_\_\_\_





# Charlotte County Government

*"To exceed expectations in the delivery of public services."*

[www.CharlotteCountyFL.com](http://www.CharlotteCountyFL.com)

## 2016 Evaluation of the PRMRWSA Executive Director

The Executive Director of the Water Authority has two main responsibilities. The first involves taking direction from the four Commissioners, representing the member governments of the Water Authority, ensuring that all of the members are treated fairly and equitably. Secondly, Mr. Lehman is charged with providing oversight and direction relating to the day to day operations of the Water Authority. The position requires that the Executive Director is able to control and manage all of the moving parts of the authority in making sure that clean and plentiful water is available to its member partners and customers.

The Core Values of Cooperation, Collaboration, Regionalization, Diversification, Financial Stability, and Water Advocacy must be directly adhered to with regard to Mr. Lehman's management of the Authority. This year the review process has been transformed. The assessment of his performance is now based on rating him according to the new evaluation form with the categories of Ability to Communicate, Leadership, Organizational and Project Oversight, Intergovernmental Relations and Interaction with Others, Budget Planning and Oversight, and Judgement and Decision Making. An oversight in the evaluation was the omission of the categories of Integrity and Professionalism, which have been lacking in Mr. Lehman's performance, and are reflected within the other scores.

This year increased communication and the positive focus on issues affecting and requiring action by the member Boards, is something that will continue to be done routinely, under the direction of the Authority Board and will no longer be supplanted by the Executive Director. The weekly staff meetings I have had with Mr. Lehman, have borne fruit, as he was given the opportunity to fully disclose all of the activities of the Water Authority as they have occurred. This year, while I was the Chairman, there was more accountability for actions and procedural issues. This has resulted in more of the major decisions, oversight, and direction coming directly from the Board, rather than solely emanating from Mr. Lehman's office. Mr. Lehman continues to actively engage in legislative and regulatory proceedings to promote water resource development and coordinate with respective agencies including the FDEP and SWFWMD, and with other water users.

Christopher Constance, M.D.

Chairman

Peace River Manasota Regional Water Supply Authority

Vice Chairman and Representative

Charlotte County Board of County Commissioners

## BOARD OF COUNTY COMMISSIONERS

18500 Murdock Circle, Suite 536 | Port Charlotte, FL 33948-1068

Phone: 941.743.1300 | Fax: 941.743.1310

## EXECUTIVE DIRECTOR EVALUATION

EXECUTIVE DIRECTOR: Patrick Lehman

COMMISSIONER: John Chappie

Evaluation Period: \_\_\_\_\_ to \_\_\_\_\_ Date: \_\_\_\_\_

2015/2016

### EVALUATION INSTRUCTIONS:

#### PERFORMANCE CATEGORIES

The Performance Categories that comprise this evaluation tool may be considered subjective, but they are closely aligned with the duties that are performed regularly by the incumbent. With each Performance Category are listed a few key elements for the evaluator to consider. Please score each Performance Category based on the elements listed and other relevant criteria.

#### Rating Scale for Quality of Performance:

The following rating scale should be used to rate each specific statement under each of the performance dimensions of the Personnel Performance Assessment and Evaluation, and to rate overall performance in each of the categories. Overall performance rating shall determine the merit increase of the executive director as shown in parenthesis.

- 5 **EXCELLENT**: The incumbent consistently demonstrates performance that significantly surpasses reasonable expectations related to the performance dimension.
- 4 **GOOD**: The incumbent consistently demonstrates performance that often surpasses reasonable expectations related to the performance dimension. The individual demonstrates no appreciable performance deficiencies.
- 3 **SATISFACTORY**: The incumbent consistently achieves the reasonable expectations related to the performance dimension. The individual demonstrates an acceptable degree of competence and performance.
- 2 **FAIR**: The incumbent achieves the minimum of expectations related to the performance dimension. The individual requires development in specific areas in order to meet the reasonable expectations for the performance dimension.
- 0-1 **UNSATISFACTORY**: The incumbent occasionally achieves minimum expectations related to the performance dimension and may be unsuited for the position.

**1. ABILITY TO COMMUNICATE**

**Provide effective level of communications to Commissioners and the public and follow up regarding issues and services.**

- Expresses information orally in a clear and concise manner when making presentations to groups or individuals
- Ensures open lines of communication with the Commissioners and all levels of the organization by providing updates related to policy changes, project status, and other items of importance
- Maintains effective communications with the media, and is proactive in providing accurate information that is important to the public

OVERALL RATING FOR ABILITY TO COMMUNICATE	5
Comments:	

**2. LEADERSHIP**

**Provide leadership and supervision for the District to insure accountability and productivity.**

- Leads by example by adhering to the District's established policies, rules, and procedures, and ensuring that subordinates do the same
- Motivates people, sparks others to take action, and takes action himself to achieve goals and policies of the Board
- Capable and composed in high pressure situations

OVERALL RATING FOR LEADERSHIP	5
Comments:	

**3. ORGANIZATIONAL AND PROJECT OVERSIGHT**

**Provide oversight and insure progress continues toward completing high priority capital projects as determined by the 5 year strategic plan.**

- Follows through on issues
- Brings people together successfully around tasks
- Manages the process of decision making well; knows who to involve on what issue
- Sets priorities and manages time well

OVERALL RATING FOR ORGANIZATIONAL AND PROJECT OVERSIGHT	5
Comments:	

**5. INTERGOVERNMENTAL RELATIONS AND INTERACTIONS WITH OTHERS**

**Establish and maintain productive Intergovernmental Relationships (IGR).**

- Consistently acts in a manner that is courteous and professional, including attendance at meetings, returning phone calls/messages, and adhering to scheduled appointments
- Maintains effective working relationships with members of the Board, regulatory agencies, with citizens, community leaders, other outside agencies and the media
- Acknowledges the efforts of others, and gives appropriate credit for their accomplishments
- Works effectively with others over whom he has no direct authority
- Skilled at relating to many different types of people

OVERALL RATING FOR INTERGOVERNMENTAL RELATIONS AND INTERACTIONS WITH OTHERS	5
Comments:	

**5. BUDGET PLANNING AND OVERSIGHT**

**Develop and present annual budget to the Board to meet financial challenges facing the organization.**

- Ensures that the annual budget process meets the operational needs of the organization, follows all legal requirements, and is submitted in a timely manner that allows appropriate review and modification
- Develops effective monitoring mechanisms to ensure that the organization is meeting its committed deadlines and timetables

OVERALL RATING FOR BUDGET PLANNING AND OVERSIGHT	5
Comments:	

**6. JUDGMENT AND DECISION MAKING**

- Exercises sound judgment in determining those issues that should appropriately be submitted to the Board for consideration or approval
- Makes logical decisions based on a thorough review of available information and soliciting input from appropriate sources, but is also able to effectively make decisions rapidly in situations where information is limited and the outcome might be uncertain
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OVERALL RATING FOR JUDGMENT AND DECISION MAKING	5
Comments:	

**SUMMARY SHEET**

Communication	Leadership	Organizational and Project Oversight	Intergovernmental Relations/interaction with others	Budget Planning and Oversight	Judgment and Decision Making
5	5	5	5	5	5

OVERALL SCORE

30

**EVALUATOR'S COMMENTS:** (if any)

Great Job, thanks

Evaluator's Signature:

*[Signature]*

Date:

Sept. 22, 2016

**EXECUTIVE DIRECTOR'S COMMENTS:** (if any)

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## EXECUTIVE DIRECTOR EVALUATION

EXECUTIVE DIRECTOR: PAT LEHMAN

COMMISSIONER: ALAN MAIO

Evaluation Period: \_\_\_\_\_ to \_\_\_\_\_ Date: 9/21/16

### EVALUATION INSTRUCTIONS:

#### PERFORMANCE CATEGORIES

The Performance Categories that comprise this evaluation tool may be considered subjective, but they are closely aligned with the duties that are performed regularly by the incumbent. With each Performance Category are listed a few key elements for the evaluator to consider. Please score each Performance Category based on the elements listed and other relevant criteria.

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## 1. ABILITY TO COMMUNICATE

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- Expresses information orally in a clear and concise manner when making presentations to groups or individuals
- Ensures open lines of communication with the Commissioners and all levels of the organization by providing updates related to policy changes, project status, and other items of importance
- Maintains effective communications with the media, and is proactive in providing accurate information that is important to the public

OVERALL RATING FOR ABILITY TO COMMUNICATE	EXCELLENT
Comments: MR. LEHMAN AND I HAVE KNOWN EACH OTHER FOR YEARS. COMMUNICATION BETWEEN US FREE FLOWING, HONEST, CANDID WITH ALL QUESTIONS ANSWERED.	

## 2. LEADERSHIP

Provide leadership and supervision for the District to insure accountability and productivity.

- Leads by example by adhering to the District's established policies, rules, and procedures, and ensuring that subordinates do the same
- Motivates people, sparks others to take action, and takes action himself to achieve goals and policies of the Board
- Capable and composed in high pressure situations

OVERALL RATING FOR LEADERSHIP	EXCELLENT
Comments: MR. LEHMAN AT BOARD MEETINGS AND/OR WITH OTHER AUTHORITY EMPLOYEES LEAD BY EXAMPLE.	



3. **ORGANIZATIONAL AND PROJECT OVERSIGHT**

**Provide oversight and insure progress continues toward completing high priority capital projects as determined by the 5 year strategic plan.**

- Follows through on issues
- Brings people together successfully around tasks
- Manages the process of decision making well; knows who to involve on what issue
- Sets priorities and manages time well

OVERALL RATING FOR ORGANIZATIONAL AND PROJECT OVERSIGHT	EXCELLENT
Comments: ACHIEVES TOP MARKS ON ALL 4 ISSUES ABOVE.	

5. **INTERGOVERNMENTAL RELATIONS AND INTERACTIONS WITH OTHERS**

**Establish and maintain productive intergovernmental Relationships (IGR).**

- Consistently acts in a manner that is courteous and professional, including attendance at meetings, returning phone calls/messages, and adhering to scheduled appointments
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OVERALL RATING FOR INTERGOVERNMENTAL RELATIONS AND INTERACTIONS WITH OTHERS	EXCELLENT
Comments:	

## 5. BUDGET PLANNING AND OVERSIGHT

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OVERALL RATING FOR BUDGET PLANNING AND OVERSIGHT	EXCELLENT
Comments: AS AN ACCOUNTANT BY EDUCATION, I FIND THE BUDGET PROCESS TO HAVE RYN SMOOTHLY	

## 6. JUDGMENT AND DECISION MAKING

- Exercises sound judgment in determining those issues that should appropriately be submitted to the Board for consideration or approval
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OVERALL RATING FOR JUDGMENT AND DECISION MAKING	EXCELLENT
Comments:	

## **SUMMARY SHEET**

Communication	Leadership	Organizational and Project Oversight	Intergovernmental Relations/Interaction with others	Budget Planning and Oversight	Judgment and Decision Making

**OVERALL SCORE**

**EVALUATOR'S COMMENTS:** (if any)

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**Evaluator's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**EXECUTIVE DIRECTOR'S COMMENTS:** (if any)

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**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

## EXECUTIVE DIRECTOR EVALUATION

EXECUTIVE DIRECTOR: \_\_\_\_\_

COMMISSIONER: Elton A. Langford DeSoto Co. Dist. 4

Evaluation Period: \_\_\_\_\_ to \_\_\_\_\_ Date: \_\_\_\_\_

### EVALUATION INSTRUCTIONS:

#### PERFORMANCE CATEGORIES

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- Maintains effective communications with the media, and is proactive in providing accurate information that is important to the public

OVERALL RATING FOR ABILITY TO COMMUNICATE	5
Comments:	

**2. LEADERSHIP**

**Provide leadership and supervision for the District to insure accountability and productivity.**

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OVERALL RATING FOR LEADERSHIP	5
Comments:	

**3. ORGANIZATIONAL AND PROJECT OVERSIGHT**

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- Sets priorities and manages time well

OVERALL RATING FOR ORGANIZATIONAL AND PROJECT OVERSIGHT	5
Comments:	

**5. INTERGOVERNMENTAL RELATIONS AND INTERACTIONS WITH OTHERS**

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OVERALL RATING FOR INTERGOVERNMENTAL RELATIONS AND INTERACTIONS WITH OTHERS	5
Comments:	

**5. BUDGET PLANNING AND OVERSIGHT**

**Develop and present annual budget to the Board to meet financial challenges facing the organization.**

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- Develops effective monitoring mechanisms to ensure that the organization is meeting its committed deadlines and timetables

OVERALL RATING FOR BUDGET PLANNING AND OVERSIGHT	5
Comments:	

**6. JUDGMENT AND DECISION MAKING**

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OVERALL RATING FOR JUDGMENT AND DECISION MAKING	5
Comments:	

# SUMMARY SHEET

Communication	Leadership	Organizational and Project Oversight	Intergovernmental Relations/Interaction with others	Budget Planning and Oversight	Judgment and Decision Making
5	5	5	5	5	5

OVERALL SCORE

## EVALUATOR'S COMMENTS: (if any)

Satisfied! Wish my county was in the shape that the authority is.

Evaluator's Signature:

Elton A. Layful

Date:

9-27-2016

## EXECUTIVE DIRECTOR'S COMMENTS: (if any)

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



***PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY  
BOARD OF DIRECTORS MEETING  
October 5, 2016***

**GENERAL COUNSEL'S REPORT**

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**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**  
*October 5, 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. Legislative Priorities**

Staff will present draft Legislative Priorities for 2017 for board discussion. Final action will be requested at the December board meeting.

**2. Orange Hammock Ranch Conservation – Update**

An update on Orange Hammock Ranch Conservation efforts was presented at a joint meeting of the Sarasota County BOCC and North Port City Commission on September 12. The PowerPoint presentation from the meeting is provided.

**3. Fitch Ratings Reaffirmation of Bond Rating ‘AA-‘**

Fitch Ratings recently complete an analysis of the Authority and reconfirmed its rating of ‘AA-‘with a stable outlook. The rating reflects a good opinion of the Authority's finances, management and fiscal policies.

**4. Imagine a Day Without Water**

The Authority joined others across the country in recognizing ‘Imagine a Day without Water’ and providing the public message on the importance of maintaining reliable water stem.

**Attachments:**

- Tab A Legislative Priorities for 2017 [Draft]
- Tab B Orange Hammock Ranch Conservation Presentation
- Tab C Fitch Ratings
- Tab D Imagine a Day Without Water

**TAB A**  
**Legislative Priorities for 2017 [Draft]**

**Peace River Manasota Regional Water Supply Authority**  
**Legislative/Regulatory Issues and Priorities 2017**  
**[Draft: October 5, 2016]**

Issue	Legislative/ Regulatory	Activity
<b>STATE</b>		
Support regional funding for the Authority's 'Vision for 2035'. <ul style="list-style-type: none"> <li>• Regional Integrated Transmission System Extension (Phases 3B, 3D and 4); and</li> <li>• Partially Treated Aquifer Storage &amp; Recovery Concept.</li> </ul>	Legislative	Submit water projects for State funding
Support funding of trust funds established in existing statutes. <ul style="list-style-type: none"> <li>• Water Protection and Sustainability Program (403.890 and 403.891, F.S.); and</li> <li>• West-Central Florida Water Restoration Action Plan (373.0363(4), F.S.).</li> </ul>	Legislative	Monitor and participate in legislative process
Monitor implementation of 2016 legislation and rules <ul style="list-style-type: none"> <li>• Chapter 2016-1 'Florida Springs Act'; and</li> <li>• Chapter 2016-201 'Implementation of the Water and Land Conservation Constitutional Amendment'; and</li> <li>• Chapter 62-302 'Classification of Surface Waters, Usage, Reclassification, Classified Waters'.</li> </ul>	Legislative and Regulatory	Monitor and participate in implementation process
Support Senate confirmation of Southwest Florida Water Management District Governing Board Member appointments that may be brought forward, including Mark Taylor, Michelle Williamson and Brian Beswick (DeSoto, Hardee and Highlands Counties), and confirmation of SWFWMD Executive Director Brian Armstrong.	Legislative	Support Senate confirmation
<b>FEDERAL</b>		
Support the Continuation of Tax-Exempt Financing: <ul style="list-style-type: none"> <li>• Preserve the ability of water systems to use tax-exempt bonds.</li> </ul>	U.S. Congress legislative	Monitor legislation
Support the continuation of U.S. EPA as the lead agency for Security at drinking water facilities and the explicit prohibition on the disclosure of security program information under federal, state and local information laws.	U.S. Congress legislative and U.S. EPA	Monitor legislation
Engage in Climate Change research: <ul style="list-style-type: none"> <li>• Support federal action to research and respond to impacts of climate change on the viability and sustainability of drinking water supplies.</li> </ul>	U.S. Congress legislative and U.S. EPA	Monitor legislation
Monitor implementation of the Clean Water Rule: Definition of 'Waters of the United State'	U.S. EPA	Monitor rule

## STATE ISSUES

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**Vision Statement:**     *'Through Cooperation and collaboration the Authority and its members shall create and maintain a sustainable, interconnected regional water supply system.'*

### **State Water Project Funding**

The state legislature has provided Water Project Funding in recent state budgets. The Authority has successfully received \$6M in state Water Project Funds over the past three budget cycles. Authority will submit funding request to the legislature reflecting projects submitted to the SWFWMD including expansion of the regional transmission system and raw water ASR.

### **Funding of Trust Funds**

State statute currently establishes trust funds through the Water Protection and Sustainability Program (403.890 and 403.891, F.S.) and West-Central Florida Water Restoration Action Plan (373.0363, F.S.) that provides allocation of state funding through the water management districts without the need to create another layer of government at the state level. The Authority received funding through these trust funds in the past and supports providing funds be included in the state budget for these trust funds.

### **Implementation of 2016 Legislation and Rules**

The 2016 Legislature enacted comprehensive water policy reform. Authority staff will monitor the implementation of major water legislation and rules enacted in 2016.

**Chapter 2016-1 'Florida Springs Act':** SB 552 creates the Florida Springs and Aquifer Protection Act to provide for the protection and restoration of outstanding Florida Springs (OFS), codifies the Central Florida Initiative (CFWI), updates and restructures the Northern Everglades and Estuaries Protection Program in addition to other issues.

**Chapter 2016-201 'Implementation of the Water and Land Conservation Constitutional Amendment':** HB 989 was approved by the Governor on April 7, 2016 and became effective on July 1, 2016. The bill provides for the distribution of funds deposited into the Land Acquisition Trust Fund.

**Chapter 62-302 'Classification of Surface Waters, Usage, Reclassification, Classified Waters':** The DEP has adopted Chapter 62-302 'Surface Water Quality Standards' in 2016 amending the existing rule and establishing revised water quality criteria.

**Senate confirmation of Southwest Florida Water Management District Governing Board Members & Executive Director**

Water Management District governing board members are appointed by the Governor, subject to confirmation by the Senate at the next regular session of the Legislature. Governing Board members up for confirmation in 2017 include Mark Taylor, Michelle Williamson and Bryan Beswick [representing DeSoto, Hardee and Highlands Counties]. Senate confirmation of SWFWMD Executive Director Brian Armstrong will also be in 2017.

DRAFT

## FEDERAL ISSUES

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### Tax-Exempt Financing

The Authority urges Congress to preserve the ability of water systems to use tax-exempt bonds to finance water infrastructure projects. This authority to finance essential governmental services on a tax-exempt basis is vital to the efforts of water utilities to continue to provide high quality, safe and reliable supplies of drinking water at a price that is affordable to ratepayers.

As Congress considers comprehensive tax reform, it must keep in mind that any new tax revenue collected from investors by limiting or eliminating tax-exempt municipal bonds would be offset by increased interest costs that would be borne by local water system ratepayers. Limiting or eliminating the exemption would therefore represent a de-facto tax hike on local communities while encumbering public agencies' effort to raise needed capital to address water supply needs.

### Drinking Water Security and Treatment Mandates

The Authority recognizes that water utilities protect their critical facilities from acts of terrorism and other hazards. Drinking water utilities' first responsibility is to protect public health by providing potable.

The Authority supports that EPA should continue to be the lead federal agency for security at drinking water and wastewater facilities. Having more than one federal agency with oversight of water security could not only be inefficient, but could also impair the ability of drinking water systems to properly and efficiently treat their water supplies, making simultaneous compliance with multiple standards or guidelines difficult or even impossible. If contradictory or duplicative security measures were recommended by different federal agencies, water systems would face difficulties in assuring compliance and could incur substantial costs with no real improvement in security.

Some water security programs include the collection of data from water providers. Given the sensitive nature of water security information, the Authority believes that Congress should continue the explicit prohibition on the disclosure of such information under federal, state, and local public information laws. Likewise, federal, state and local agencies must take all internal precautions to prevent the inappropriate disclosure of water system information.

Any new federal security requirements should be accompanied by federal funding assistance. Such assistance could be targeted to help utilities update existing vulnerability assessments or implement other physical security without compromising public health. Otherwise, new security requirements will amount to unfunded federal mandates on local governments at a time when water treatment facilities are facing hundreds of billions of dollars in other priority infrastructure projects.

## **Climate Change**

The Authority supports federal action to research and respond to the impacts of global climate change upon the nation's drinking water supplies. The long-term viability and sustainability of the nation's water supply is integral to a viable regional, state and national economy and therefore a comprehensive, unified, and coordinated federal research program is essential for developing decision support tools, adaptation and mitigation strategies, and for helping local utility managers access better information on the regional impacts of climate change on drinking water quality and quantity. The Environmental Protection Agency (EPA), the National Oceanic and Atmospheric Administration (NOAA), and other federal departments and agencies currently conducting climate change research must increase their efforts to develop reliable modeling systems and regional projections of freshwater quality and quantity changes and offer clear guidance on how water utilities may prepare for changing climate conditions over the next several decades.

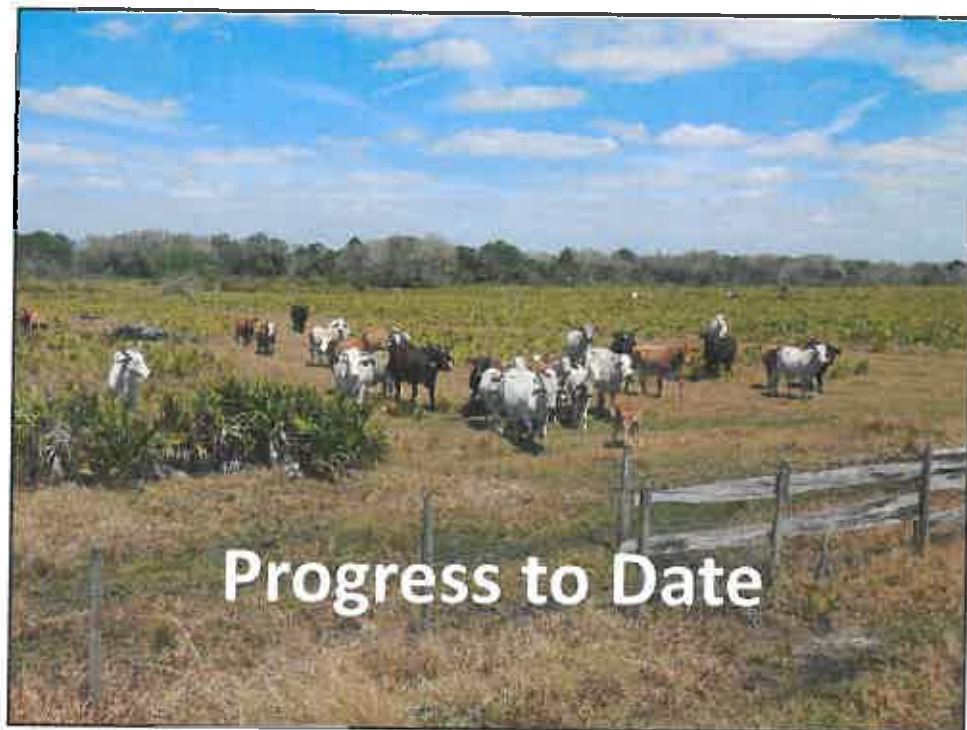
Climate change legislation must recognize that water resources and infrastructure in much of the United States are significantly threatened by changing hydrological conditions. Therefore, increased assistance and investment are necessary to help water systems adapt to changing climate conditions and deliver uninterrupted water service to rapidly growing service populations.

## **Water of the United States**

The Environmental Protection Agency and the U.S. Army Corps of Engineers published final rule defining the scope of waters protected under the Clean Water Act in 2015. Authority staff will monitor the implementation of the rule and potential impact to the Authority.



**TAB B**  
**Orange Hammock Ranch Conservation**







- ✓ Goal – Conserve all
- ✓ Can separate
  - Ownership
  - Easement
  - Management
- ✓ Public Access is highly desired




### **Identified**

- ✓ Potential Funding Partners & Funding Scenarios
- ✓ Potential Management Partners & Scenarios










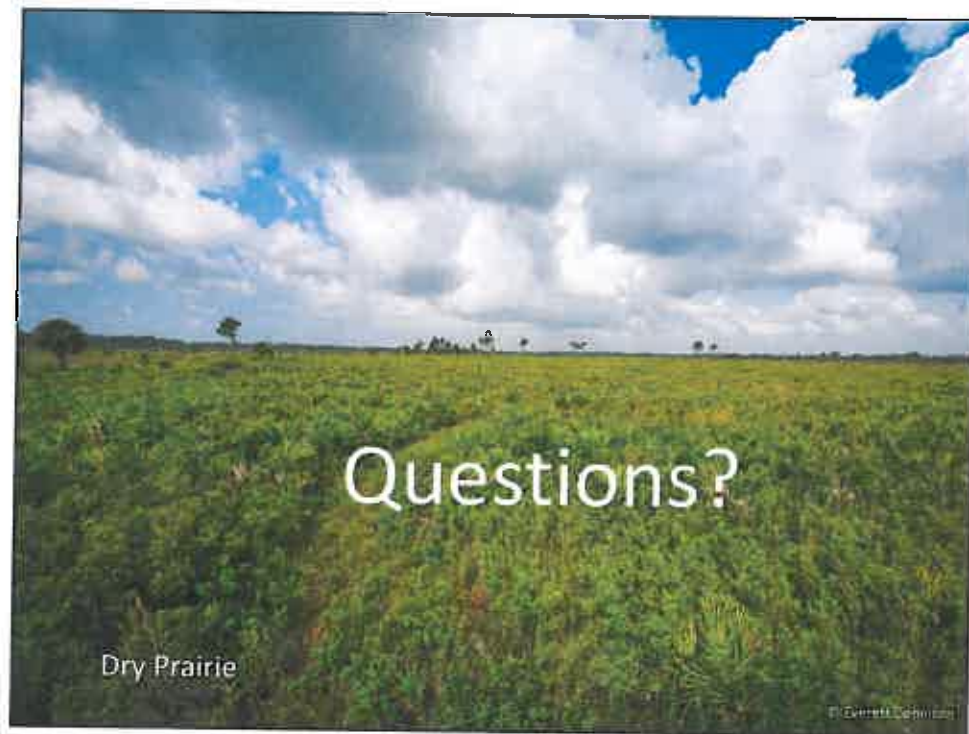
CONSERVATION  
FOUNDATION  
of the Gulf Coast

## Negotiations

- ✓ Underway
- ✓ Sensitive
- ✓ Time  
Constrained
- ✓ Complex &  
Complicated







**TAB C**  
**Fitch Ratings**





## **Fitch Affirms Peace River Manasota Regional Water Supply Auth, FL's Utility Revs at 'AA-'**

**Fitch Ratings-Austin-24 August 2016:** Fitch Ratings has affirmed the rating on the following Peace River Manasota Regional Water Supply Authority, FL (the authority) revenue bonds at 'AA-':

--Approximately \$149.5 million utility system revenue bonds.

The Rating Outlook is Stable.

### **SECURITY**

The bonds are secured by net system revenues of the authority, which consist of payments made under water supply contracts from its four wholesale customers' respective water systems (the customers).

### **KEY RATING DRIVERS**

**CUSTOMERS EXHIBIT HEALTHY FINANCIALS:** The rating assigned by Fitch is driven, in part, by the credit quality of the customers' two largest utility systems, Sarasota County (rated 'AA+') and Charlotte County (not publicly rated by Fitch but assessed to be of sound credit quality). These two systems are budgeted at 50% and 38% of the authority's expected water sales revenue, respectively, in 2016.

**AUTHORITY'S FINANCIAL POSITION STRONG:** The rating is also enhanced by the authority's own robust financial profile. All-in debt service coverage (DSC) excluding connection fees was 1.8x in fiscal 2015 (a level considered strong for a wholesale provider) and unrestricted cash finished at the equivalent of approximately 476 days of cash on hand.

**SOLID CONTRACTUAL PAYMENT OBLIGATION:** Contract provisions are strong and include an irrevocable commitment to pay whether or not water is delivered (take-or-pay) once it is allocated. Contract payments are an operating expense of each member's respective utility system, with priority over debt service. The lack of step-up provisions is somewhat offset by the ability to reallocate water in the event of a member default, effectively creating an implied step-up, although Fitch believes there are practical limitations to this benefit.

**MOSTLY FAVORABLE DEBT METRICS:** Outstanding debt-per-customer is low at approximately \$1,156, but amortization is somewhat slow, with just 27% of outstanding principal retired over the next 10 years.

**ESSENTIAL SERVICE:** The authority provides an essential service over a broad and diverse service territory.

### **RATING SENSITIVITIES**

**CHANGES IN MEMBER CREDIT QUALITY:** Any changes to the credit characteristics of Peace River Manasota Regional Water Supply Authority's largest customers could impact the authority's credit quality.

**OPERATIONS, FINANCES, AND DEBT MANAGEMENT:** The rating is also sensitive to shifts in various credit fundamentals of the authority, including financial and operating performance and capital and debt management.

## **CREDIT PROFILE**

The authority is an independent special district and regional water supply authority created by an interlocal agreement in 1982 (and amended in 2005) to provide wholesale water to four member public agencies (the counties of Charlotte, Sarasota, DeSoto and Manatee) and one non-member public agency (city of North Port). The service area, located in southwest Florida, is large and diverse and includes approximately 500,000 residents.

The authority's rating is based in part on the credit quality of the largest two customers given that they are responsible for approximately 88% of the authority's water use revenues. The authority's other two customers combined for approximately 12% of the authority's water use revenues in fiscal 2015. As Fitch only maintains a public rating on Sarasota County's utility system, an internal analysis was conducted on Charlotte County's water and sewer system.

## **CUSTOMERS EXHIBIT HEALTHY FINANCIALS**

Charlotte County's all-in DSC finished at 1.7x in fiscal 2015, which was near its three-year average and at a level considered to be adequate by Fitch. The same year, liquidity suffered a year-over-year drop, finishing with days cash on hand at a below average 138. However, cash is likely to revert to historic levels in the near term. Approved rate increases for fiscal 2016 and 2017 should also help to keep DSC solid, although they come at the expense of higher rates, which are already considered to be elevated by Fitch. The county's direct debt profile is favorable, with low debt-per-customer of \$1,510 in fiscal 2015 (compared to the 'AA' category median level of \$2,050). Overall, Fitch views Charlotte County's credit profile as sound and supportive of the authority's rating.

For more information on Sarasota County, see Fitch's press release entitled "Fitch Rates Sarasota County, FL's Utility Revs 'AA+'; Outlook Stable" dated April 5, 2016).

## **AUTHORITY'S STRONG FINANCIAL PROFILE ENHANCES RATING**

The authority's financial results continue to be strong for a wholesale provider. Excluding volatile connection fees, fiscal 2015 finished with all-in DSC at 1.8x. All-in DSC has averaged approximately 1.6x over the past five years. Projected results through fiscal 2019, which include reasonable increases to revenues and expenses, demonstrate all-in DSC at approximately the same level. Fitch views favorably the authority's sound financial policies, oversight, and rate structure, the latter of which is heavily-weighted toward fixed charges and includes minimum annual debt service targets and budgeted capital needs. Lastly, policies last adopted in 2013 include operating reserves (equal to 50% of operating costs), rate stabilization funds (minimum of \$1 million), renewal and replacement (R&R) reserves (minimum of \$2 million, which is above the amounts specified in the bond resolution), and minimum DSC (1.5x).

Liquidity has also been strong over the past five-years, averaging nearly 500 days cash. Available liquidity includes unrestricted cash and investments as well as utility operating reserves, rate stabilization funds, and amounts set aside for system R&R. Liquidity is expected to remain strong over the forecast period. The strong liquidity provides a solid cushion for operations and debt service in the unlikely event of a default by one of the customers, although none of the customers has ever had a late payment or payment default.

## MANAGEABLE DEBT, CAPITAL NEEDS HIGHER

As of fiscal 2015, the authority had approximately \$161 million in total debt outstanding leading to mostly favorable debt metrics. Debt-per-customer and per-capita are both strong for fiscal 2015 at \$1,156 and 323, respectively. However, debt is 58% of net plant and nearly 8.0x funds available for debt service which marginally offsets the otherwise very positive debt profile. Amortization is also on the slow side.

The authority's capital plan is higher than in previous years, as includes two major pipeline projects in addition to standard annual repair and rehabilitation projects. In total, \$90 million is included in the authority's five-year CIP, about 98% of which are for the pipeline projects. Most funding for the pipelines is anticipated to be paid by a mixture of grants and payments from the benefiting systems. As no new debt is expected, the authority's liquidity should remain strong.

## WATER SALES CONTRACT

Under the water supply contract, each member has covenanted to set water rates at a level sufficient to pay debt service. Although the agreement does not contain a step-up provision in case of a customer default, Fitch believes the contract's take-or-pay provision, generally strong demand for water within the state, and the high costs and lengthy procurement process for obtaining, treating and delivering alternative sources adds support for the rating. The agreement expires in 2040 with an option to renew for another 35 years, and cannot be terminated before the final maturity of the bonds.

## AMPLE WATER SUPPLY AND TREATMENT CAPACITY

The authority transports, stores, distributes, and treats water primarily derived from the Peace River. Significant growth in the service area prior to the recession led to the authority doubling the treatment capacity at its water treatment plant to 51 million gallons per day (mgd) and construction of a 6.6 billion gallon reservoir as part of the regional expansion program that began in fiscal 2006. Overall, system capacity and water resources are ample, and customer demand has been stable; fiscal 2015 demand was approximately 25 mgd, well below the plant's maximum treatment capabilities.

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Additional information is available at '[www.fitchratings.com](http://www.fitchratings.com)'

#### **Applicable Criteria**

Revenue-Supported Rating Criteria (pub. 16 Jun 2014) (<https://www.fitchratings.com/site/re/750012>)

U.S. Water and Sewer Revenue Bond Rating Criteria (pub. 03 Sep 2015)  
(<https://www.fitchratings.com/site/re/869223>)

#### **Additional Disclosures**

Dodd-Frank Rating Information Disclosure Form

([https://www.fitchratings.com/creditdesk/press\\_releases/content/ridf\\_frame.cfm?pr\\_id=1010759](https://www.fitchratings.com/creditdesk/press_releases/content/ridf_frame.cfm?pr_id=1010759))

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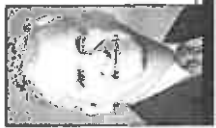
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**TAB D**  
**Imagine a Day Without Water**

# Imagine a day without water



Patrick  
Lehman

Today, the Peace River Manasota Regional Water Supply Authority joins elected officials, drinking water and wastewater providers, community leaders, business and labor groups, policy experts, advocacy organizations and infrastructure experts throughout the country participating in Imagine a Day Without Water.

Organized by the Value of Water Coalition, hundreds of organizations across the country will join together today aimed at raising awareness about the crucial need for investment in our water infrastructure to ensure that no community in America is left without water and the need for investment in infrastructure that brings it to and from homes and businesses.

The Peace River Manasota Regional Water Supply Authority recognizes that an investment in our drinking water and wastewater systems is essential to securing a bright and prosperous future for generations to come in proclaiming today as Imagine a Day Without Water.

"Most people can take for granted that when they turn on the tap, or flush the toilet, water systems functions exactly as they are supposed to. But the systems that provide critical water and wastewater services are aging, and we need to take action before it gets worse. Because a day without water is nothing short of a crisis," said Radhika Fox, CEO of the US Water Alliance and director of the Value of Water Coalition.

of pipes for every mile of interstate highway. Now those systems are showing the effects of running 24 hours a day, seven days a week, 365 days a year. Without substantial investment, these systems will experience more frequent failures and disruptions

as they try to keep up with the needs of the public and business community they serve.

The Peace River Manasota Regional Water Supply Authority, consisting of Charlotte, DeSoto, Manatee and Sarasota counties, has

invested over \$300 million in creating a regional water system to provide a reliable, sustainable and affordable drinking water supply to our communities. Through a collaborative and cooperative process the authority and its four member counties will

continue to assure that our region will never face the unthinkable — Imagine a Day Without Water.

*Patrick Lehman is the executive director of the Peace River Manasota Regional Water Supply Authority. Contact him at plehman@regionalwater.org.*

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95% of Americans think  
it's important to improve  
and modernize water  
infrastructure.



Imagine a Day Without Water  
September 15, 2016 #ValueWater



# Peace River Manasota

Regional Water Supply Authority

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Celebrating 25 Years of Service  
1991 - 2016

1/5 of the U.S. economy  
would grind to a halt  
without reliable water  
infrastructure.



Imagine a Day Without Water

September 15, 2016 #ValueWater



**Peace River  
Manasota**

Regional Water Supply Authority

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Celebrating 25 Years of Service  
1991 - 2016



***PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY  
BOARD OF DIRECTORS MEETING  
October 5, 2016***

**ROUTINE STATUS REPORTS  
ITEM 1**

**Hydrologic Conditions Report**

## MEMORANDUM

**Project:** Hydrologic Conditions Report

**Date:** October 5, 2016

**Developed By:** Mike Coates, Deputy Director

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This memorandum summarizes rainfall and surface water conditions, and the Authority's current water storage and supply conditions for the month of October 2016, and the preceding 12-month period.

### Rainfall Conditions & Projections

Rainfall in the Peace River Basin for the past 12-months is about 5 inches below-normal, however this data reflects only about 1/3 of the month of September which is typically a high rainfall month (see Table 1). Rainfall for the month of September 2016 (through Sept. 11<sup>th</sup>) totaled about 1.7 inches while the historical average rainfall for the full month of September is 7.3 inches.

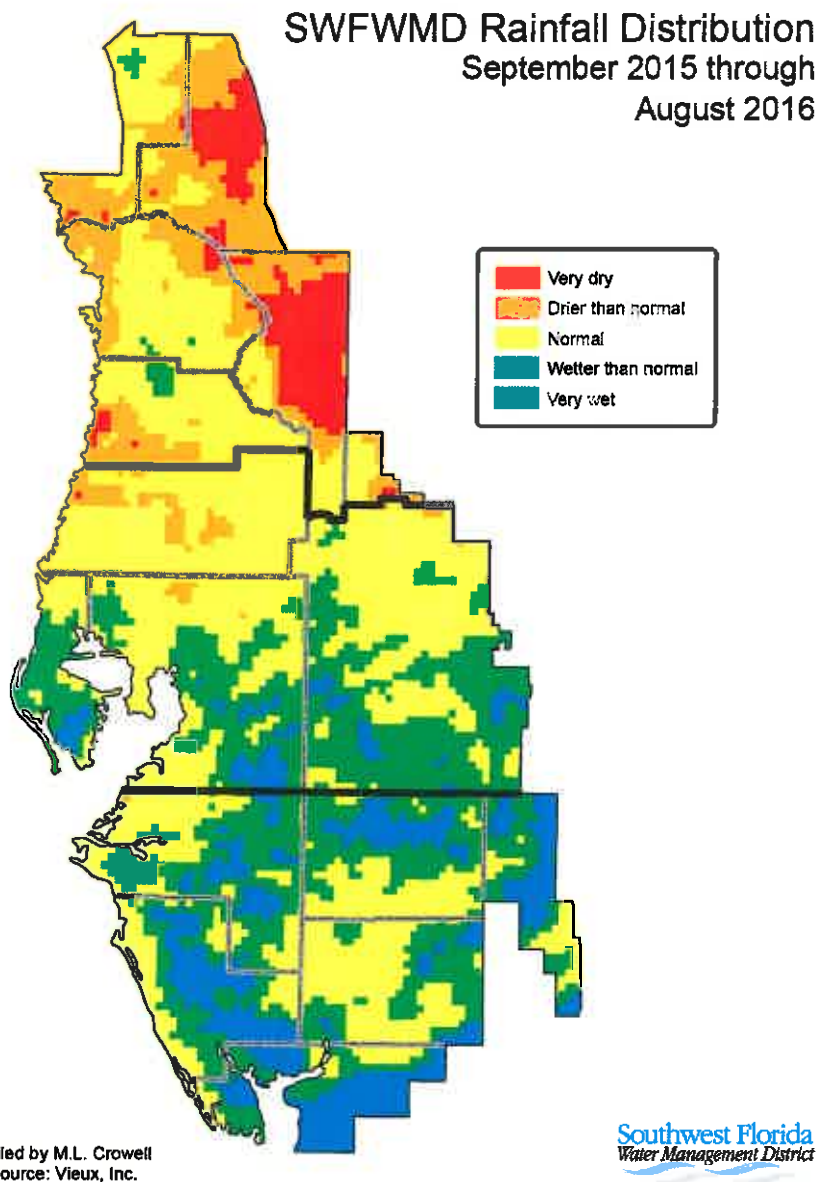
Region-wide rainfall conditions reported by SWFWMD for the 12-month period ending August 2016 are shown in Figure 1 (this is most up-to-date map available). Conditions shown on Figure 1 indicate pervasive above-normal rainfall in most of the Authority service area.

Projections for the next three months (October through December) from NOAA are for near-normal temperatures and below-normal rainfall for southwest Florida. The NOAA extended forecast data states that ENSO-neutral, to weak La Nina conditions are predicted in the equatorial pacific this fall and winter. In general, ENSO-neutral to weak La Nina conditions would result in near average florida winter conditions.

Table 1 (Peace River Basin Rainfall - Inches)

Item	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Total
<b>Long-Term Avg.</b>	3.19	1.73	1.90	2.10	2.56	2.96	2.56	3.89	8.31	8.09	7.60	7.30	52.2
<b>Actual Past 12 Months</b>	2.40	3.26	1.92	7.34	2.42	2.97	4.0	6.56	5.60	1.07	7.73	1.70	47.0
<b>Difference</b>	-0.79	1.53	0.02	5.24	-0.14	0.01	1.44	2.67	-2.71	-7.02	0.13	-5.60	-5.2

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. September 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 significantly above normal levels due in large part to Hurricane Hermine. 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)

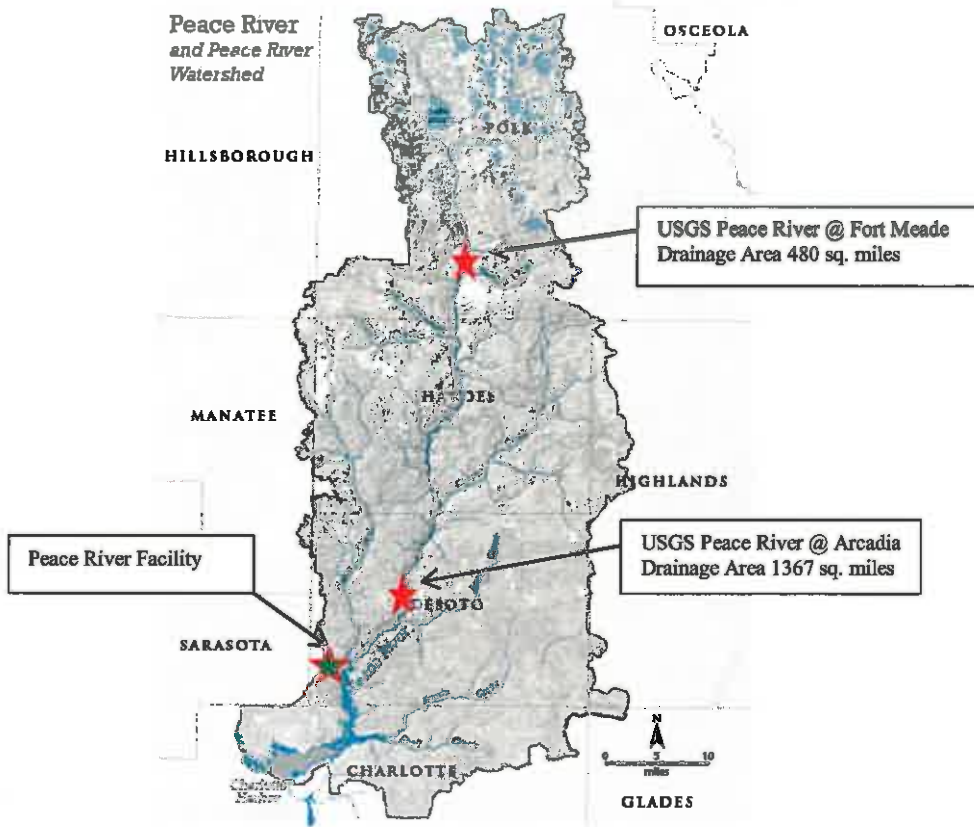


Figure 3 (Peace River Flow @ Fort Meade)

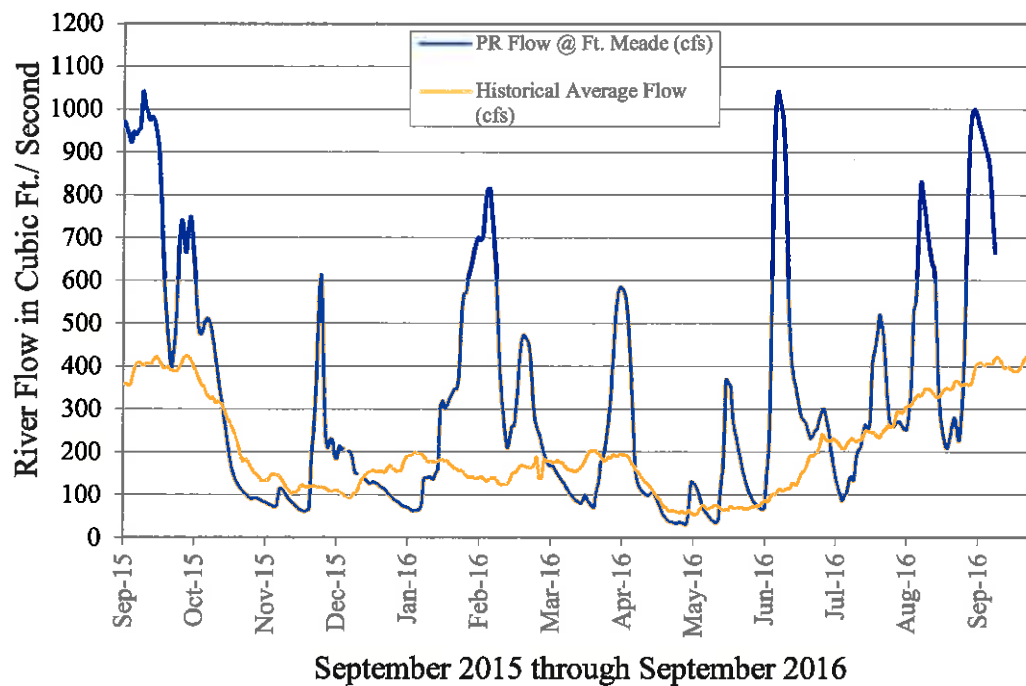
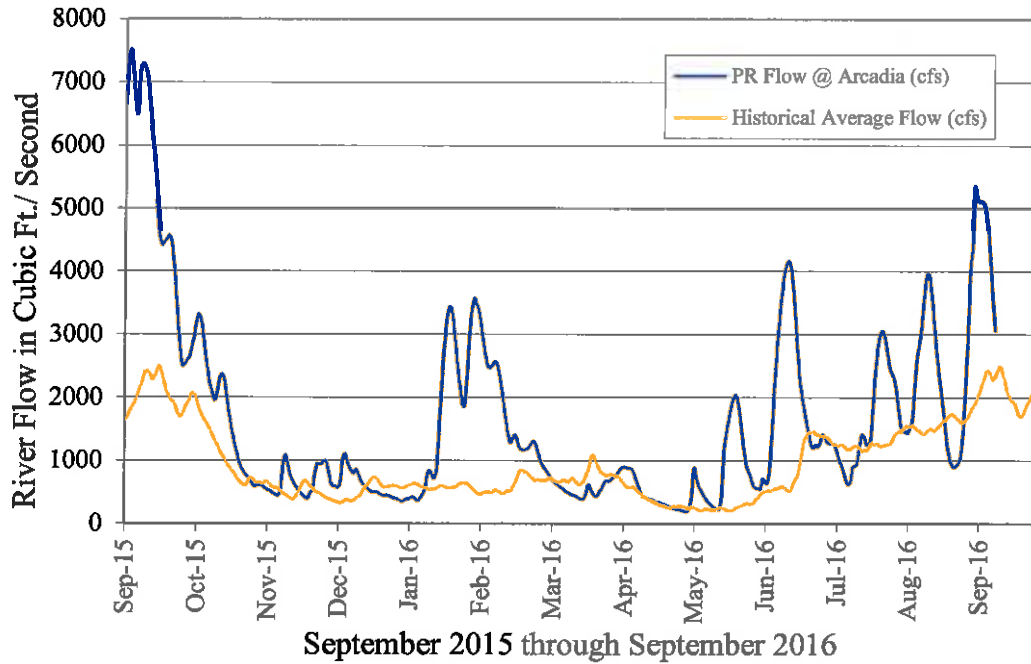


Figure 4 (Peace River Flow @ Arcadia)



### River Withdrawals, Finished Water Production & Demand

Water has been available for harvest from the river during August and September and the reservoir system is full. River withdrawals during August and September averaged 35 to 38 MGD.

Figure 5 (Withdrawals from Peace River)

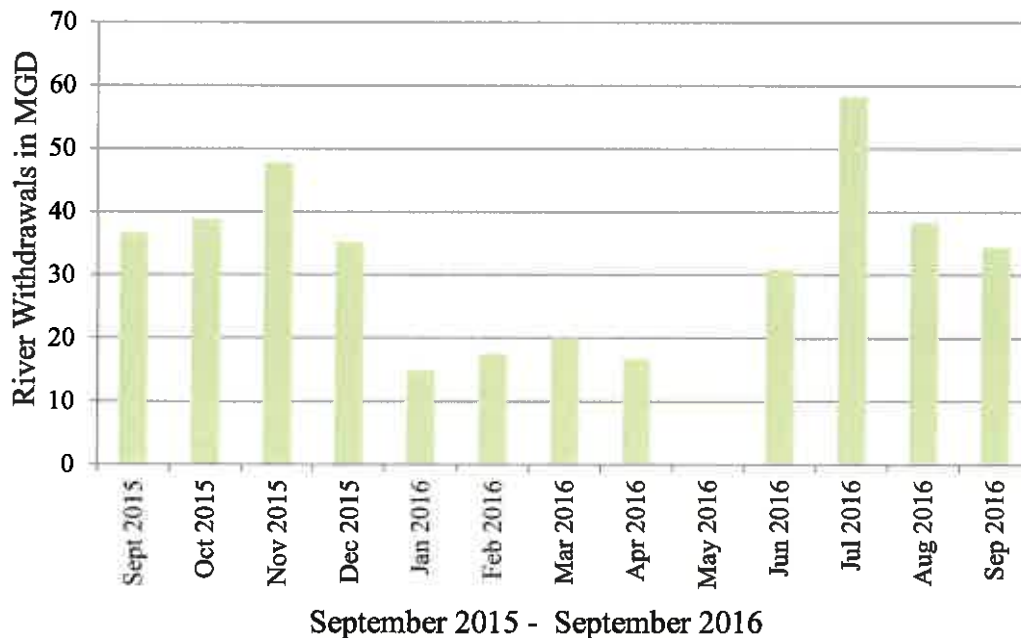
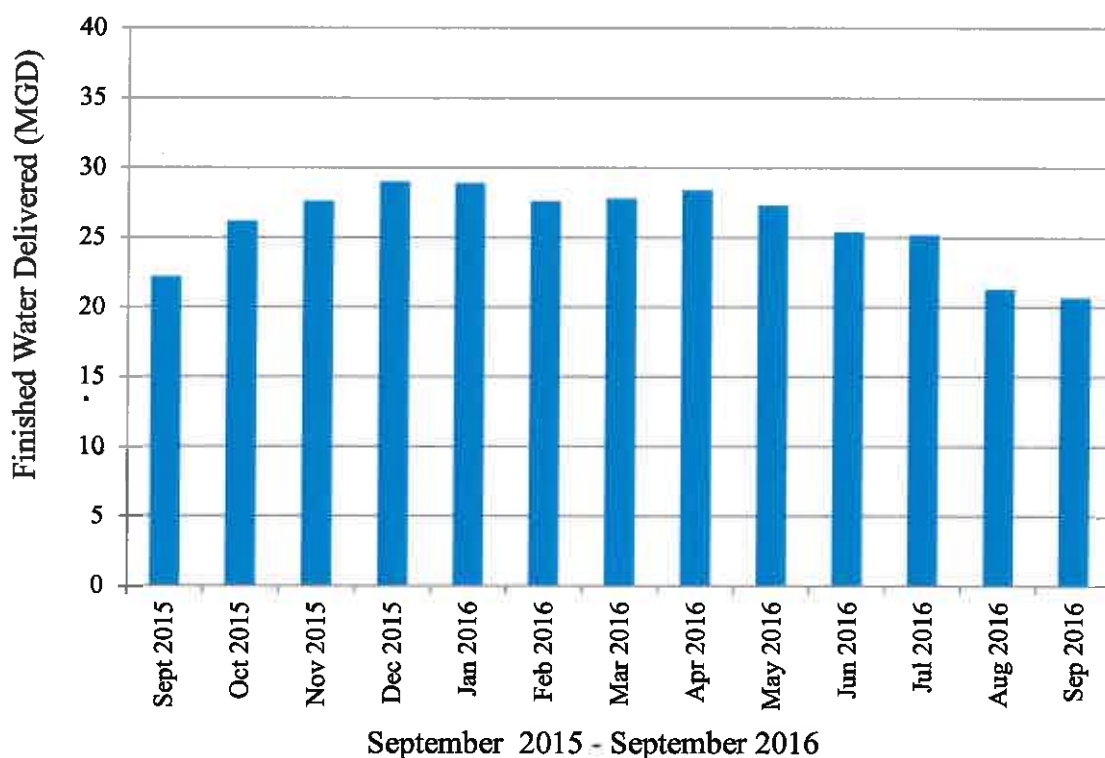


Figure 6 shows monthly finished water deliveries to Customers for the 12-month period ending mid-September 2016. Finished water deliveries to Customers during September averaged 207 MGD. Seasonal water delivery from the City of Punta Gorda to the Regional System is ongoing.

Figure 6 (Peace River Facility Deliveries to Customers)



### Stored Supplies at the PRF

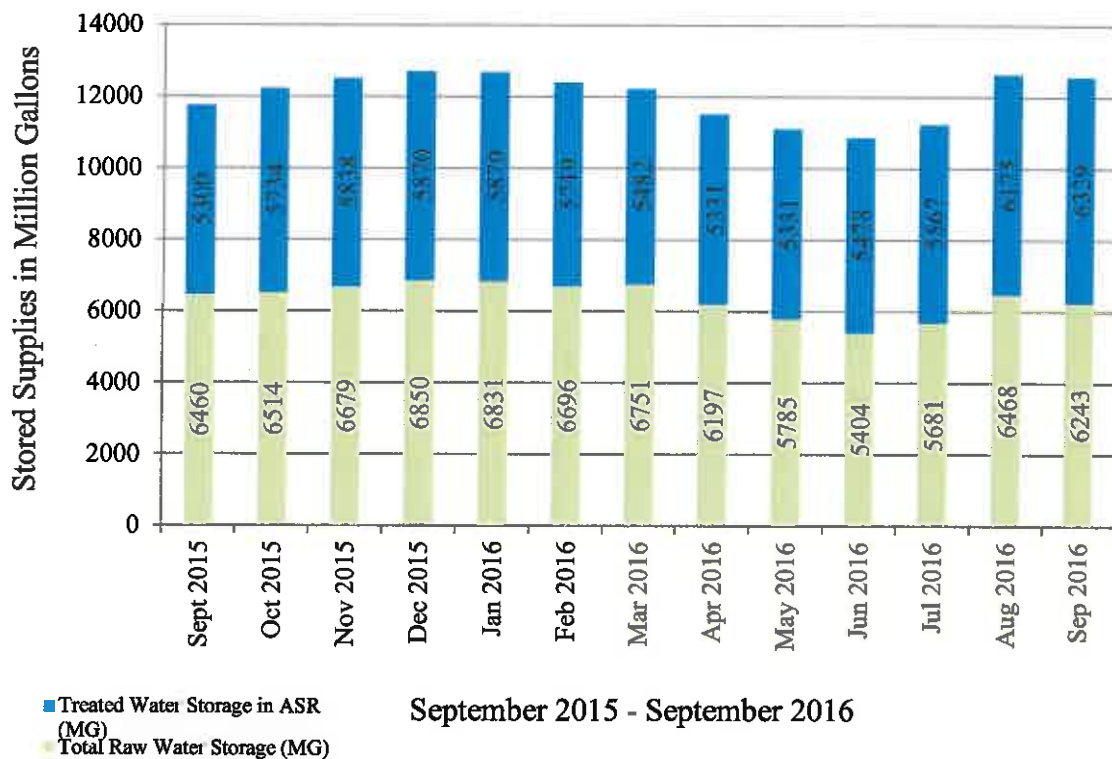
The Authority maintains two large capacity off-stream storage systems at the PRF. The primary storage is raw river water stored in Reservoir No. 1 and No. 2. When flow in the River is high enough, a small percentage of that flow is harvested at the Authority's pumping facility on the Peace River and 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 (September) is 6.52 BG. **Raw water stored as of September 11, 2016 totaled about 6.2 BG.** Raw water storage during the wet season is often maintained just below the maximum to leave room for high rainfall events.

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. ASR recharge is ongoing now. **Treated water stored in ASR as of September 11, 2016 totaled about 6.33 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 September 11, 2016 was about 12.6 BG.** This is about 0.8 BG more water in storage than in September 2015.

Figure 8 (Stored Water Supplies)



***PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY  
BOARD OF DIRECTORS MEETING  
October 5, 2016***

**ROUTINE STATUS REPORTS  
ITEM 2**

**Check Registers for July 2016 and August 2016**



# PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

## CHECK REGISTER: JULY & AUGUST 2016

Bank Code:	PUBLIC FUNDS INTEREST CHECKING			Current Balance:	\$2,573,384.36
Document Number	Date	Payee Name / Description	Type	Status	Amount
7816CONT	07/08/2016	Valid	CHK	CLR	\$5,011.19
PRTX7816	07/08/2016	BANK OF AMERICA-TAX EXPRESS	CHK	CLR	\$24,215.04
34786	07/14/2016	PRO-CHEM INC.	CHK	CLR	\$950.14
34787	07/14/2016	BLUSITE SOLUTIONS OF SOUTHWEST	CHK	CLR	\$258.00
34788	07/14/2016	MSC INDUSTRIAL SUPPLY CO.	CHK	CLR	\$1,027.72
34789	07/14/2016	CINTAS	CHK	CLR	\$219.56
34790	07/14/2016	TRULY NOLEN BRANCH 079	CHK	CLR	\$178.00
34791	07/14/2016	DMS-FINANCIAL MGMT SERVICES	CHK	CLR	\$266.17
34792	07/14/2016	RYAN HERCO PRODUCTS CORP	CHK	CLR	\$661.24
34793	07/14/2016	AA ELECTRIC SE INC.	CHK	CLR	\$307.36
34794	07/14/2016	ALLIED UNIVERSAL CORP.	CHK	CLR	\$36,305.82
34795	07/14/2016	REXEL	CHK	CLR	\$10,460.98
34796	07/14/2016	FEDERAL EXPRESS	CHK	CLR	\$24.07
34797	07/14/2016	AIRGAS USA, LLC	CHK	CLR	\$19.80
34798	07/14/2016	WOMACK SANITATION INC.	CHK	CLR	\$298.00
34799	07/14/2016	FISHER SCIENTIFIC	CHK	CLR	\$2,414.90
34800	07/14/2016	ANIXTER INC.	CHK	CLR	\$198.03
34801	07/14/2016	HACH COMPANY	CHK	CLR	\$2,272.10
34802	07/14/2016	KINGSWAY ACE HARDWARE	CHK	CLR	\$317.16
34803	07/14/2016	MCMASTER-CARR SUPPLY CO	CHK	CLR	\$1,741.24
34804	07/14/2016	HOME DEPOT	CHK	CLR	\$450.73
34805	07/14/2016	WOODRUFF & SONS INC.	CHK	CLR	\$136,401.72
34806	07/14/2016	FEI-FT.MYERS WATERWORKS #127	CHK	CLR	\$573.56
34807	07/14/2016	TRANSCAT, INC.	CHK	CLR	\$2,835.04
34808	07/14/2016	GRAYBAR	CHK	CLR	\$273.31
34809	07/14/2016	CUMMINS POWER SOUTH	CHK	CLR	\$3,616.56
34810	07/14/2016	TOTALFUNDS BY HASLER	CHK	CLR	\$200.00
34811	07/14/2016	AWC, INC.	CHK	CLR	\$1,250.00
34812	07/14/2016	GRAINGER	CHK	CLR	\$1,524.30
34813	07/14/2016	VOYAGER FLEET SYSTEMS, INC.	CHK	CLR	\$1,917.43
34814	07/14/2016	CENTURYLINK	CHK	CLR	\$372.00
34815	07/14/2016	ALLIED ELECTRONICS, INC.	CHK	CLR	\$1,942.50
34816	07/14/2016	ALL FLORIDA WATER-TAMPA	CHK	CLR	\$211.58
34817	07/14/2016	ANDREW KOLBENSCHLAG	CHK	CLR	\$395.00
34818	07/14/2016	ARGILA ENTERPRISES, INC.	CHK	CLR	\$2,250.00
34819	07/14/2016	HELLING - BATTERIES PLUS	CHK	CLR	\$29.79
34820	07/14/2016	BENCHMARK ENVIROANALYTICAL INC	CHK	CLR	\$560.95
34821	07/14/2016	CABOT CORPORATION	CHK	CLR	\$65,054.00
34822	07/14/2016	CARTER & VERPLANCK, INC.	CHK	CLR	\$39,948.40
34823	07/14/2016	DONALD MORTON	CHK	CLR	\$275.00
34824	07/14/2016	D. M. CONSTRUCTION CORP.	CHK	CLR	\$11,959.85
34825	07/14/2016	DIANE R. SALZ	CHK	CLR	\$3,750.00
34826	07/14/2016	FLORIDA DEPT OF TRANSPORTATION	CHK	CLR	\$15.35
34827	07/14/2016	FRONTIER COMMUNICATIONS	CHK	CLR	\$214.99
34828	07/14/2016	HVMI, LLC	CHK	CLR	\$13,063.40
34829	07/14/2016	JAN-PRO OF MANASOTA	CHK	CLR	\$249.00
34830	07/14/2016	JAN-PRO CLEANING SYSTEMS OF SW	CHK	CLR	\$495.00
34831	07/14/2016	JET AUTO SERVICE	CHK	CLR	\$791.50
34832	07/14/2016	KEETON'S OFFICE & ART SUPPLY	CHK	CLR	\$814.04
34833	07/14/2016	LINDA STEWART	CHK	CLR	\$231.66
34834	07/14/2016	MCMICHOOLS CO.	CHK	CLR	\$1,221.52
34835	07/14/2016	MADER ELECTRIC, INC.	CHK	CLR	\$8,607.04
34836	07/14/2016	NATURAL RESOURCES LLC	CHK	CLR	\$90,855.36
34837	07/14/2016	OVIVO USA, LLC	CHK	CLR	\$240,000.00

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**  
**CHECK REGISTER: JULY & AUGUST 2016**

**Bank Code:** PUBLIC FUNDS INTEREST CHECKING **Current Balance:** \$2,573,384.36

Document Number	Date	Payee Name / Description	Type	Status	Amount
34838	07/14/2016	C & S CHEMICALS INC.	CHK	VOID	\$0.00
34839	07/14/2016	C & S CHEMICALS INC.	CHK	VOID	\$0.00
34840	07/14/2016	C & S CHEMICALS INC.	CHK	CLR	\$68,359.82
34841	07/14/2016	RAY PILON	CHK	CLR	\$3,750.00
34842	07/14/2016	PATRICK J LEHMAN	CHK	CLR	\$228.00
34843	07/14/2016	SUNSHINE STATE ONE CALL OF FL, IN	CHK	CLR	\$38.32
34844	07/14/2016	SHEARER CONSULTING INC.	CHK	CLR	\$2,500.00
34845	07/14/2016	STATE OF FLORIDA DISBURSEMENT U	CHK	CLR	\$993.06
34846	07/14/2016	SOLARES CONTROLS	CHK	CLR	\$2,941.24
34847	07/14/2016	THE SHIPPING POST	CHK	CLR	\$25.97
34848	07/14/2016	THE LAKE DOCTORS, INC.	CHK	CLR	\$2,400.00
34849	07/14/2016	TRINOVA-FLORIDA	CHK	CLR	\$1,327.83
34850	07/14/2016	UPS	CHK	CLR	\$100.14
34851	07/14/2016	U.S. BANK EQUIPMENT FINANCE	CHK	CLR	\$288.96
34852	07/14/2016	UNITED SYSTEMS COMPUTER GROUP	CHK	CLR	\$14,097.50
34853	07/14/2016	WINDEMULLER TECHNICAL SERVICES	CHK	CLR	\$800.00
CONTR72216	07/22/2016	Valic	CHK	CLR	\$5,085.55
PRTX72216	07/22/2016	BANK OF AMERICA-TAX EXPRESS	CHK	CLR	\$24,871.42
34854	07/29/2016	PRO-CHEM INC.	CHK	CLR	\$774.91
34855	07/29/2016	MSC INDUSTRIAL SUPPLY CO.	CHK	CLR	\$1,488.98
34856	07/29/2016	DMS-FINANCIAL MGMT SERVICES	CHK	CLR	\$204.75
34857	07/29/2016	ROSS VALVE MANUFACTURING CO	CHK	CLR	\$363.21
34858	07/29/2016	ALLIED UNIVERSAL CORP.	CHK	VOID	\$0.00
34859	07/29/2016	ALLIED UNIVERSAL CORP.	CHK	CLR	\$62,976.75
34860	07/29/2016	THE SUN	CHK	CLR	\$128.70
34861	07/29/2016	FEDERAL EXPRESS	CHK	CLR	\$79.66
34862	07/29/2016	DO-ALL RENTAL INC.	CHK	CLR	\$154.00
34863	07/29/2016	FISHER SCIENTIFIC	CHK	CLR	\$1,226.88
34864	07/29/2016	PAGE MECHANICAL GROUP, INC.	CHK	CLR	\$88.50
34865	07/29/2016	BOB DEAN SUPPLY INC	CHK	CLR	\$1,448.00
34866	07/29/2016	HACH COMPANY	CHK	CLR	\$4,834.34
34867	07/29/2016	KINGSWAY ACE HARDWARE	CHK	CLR	\$258.07
34868	07/29/2016	BUSINESS CARD	CHK	CLR	\$1,634.59
34869	07/29/2016	HOME DEPOT	CHK	CLR	\$1,417.00
34870	07/29/2016	BUSINESS CARD	CHK	CLR	\$2,724.35
34871	07/29/2016	SARASOTA HERALD TRIBUNE	CHK	CLR	\$198.42
34872	07/29/2016	GRAYBAR	CHK	CLR	\$997.99
34873	07/29/2016	FLUID CONTROL SPECIALTIES, INC.	CHK	CLR	\$2,635.00
34874	07/29/2016	QUALITY STARTER & ALT SER INC.	CHK	CLR	\$81.45
34875	07/29/2016	BUSINESS CARD	CHK	CLR	\$370.94
34876	07/29/2016	BUSINESS CARD	CHK	CLR	\$1,502.78
34877	07/29/2016	HUDSON PUMP	CHK	CLR	\$2,766.14
34878	07/29/2016	SAM'S CLUB	CHK	CLR	\$107.88
34879	07/29/2016	USA BLUEBOOK	CHK	CLR	\$751.56
34880	07/29/2016	CENTURYLINK	CHK	CLR	\$1,497.90
34881	07/29/2016	FLORIDA DEPARTMENT OF STATE	CHK	CLR	\$30.66
34882	07/29/2016	ADVANTAGE CARE INC.	CHK	CLR	\$40.00
34883	07/29/2016	ARGILA ENTERPRISES, INC.	CHK	CLR	\$2,250.00
34884	07/29/2016	ATKINS NORTH AMERICA, INC.	CHK	CLR	\$5,316.88
34885	07/29/2016	BILL'S BOTTLED WATER SERVI CE	CHK	CLR	\$30.75
34886	07/29/2016	BENCHMARK ENVIROANALYTICAL INC	CHK	CLR	\$2,354.05
34887	07/29/2016	CABOT CORPORATION	CHK	CLR	\$44,132.00
34888	07/29/2016	CHARLOTTE COUNTY UTILITIES	CHK	CLR	\$164,694.84
34889	07/29/2016	CHARLOTTE COUNTY BCC - LANDFILL	CHK	CLR	\$4,816.05

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**  
**CHECK REGISTER: JULY & AUGUST 2016**

<b>Bank Code:</b>		<b>PUBLIC FUNDS INTEREST CHECKING</b>			<b>Current Balance:</b>	<b>\$2,573,384.36</b>
<b>Document Number</b>	<b>Date</b>	<b>Payee Name / Description</b>	<b>Type</b>	<b>Status</b>	<b>Amount</b>	
34890	07/29/2016	CROM ENGINEERING & CONSTRUCTIO	CHK	CLR	\$166,797.83	
34891	07/29/2016	CH2M HILL ENGINEERS INC.	CHK	CLR	\$32,712.20	
34892	07/29/2016	DESOTO COUNTY	CHK	CLR	\$66,333.33	
34893	07/29/2016	DESOTO COUNTY WATER UTILITY	CHK	CLR	\$1,950.18	
34894	07/29/2016	EARTH BALANCE	CHK	CLR	\$10,997.25	
34895	07/29/2016	FLA DEPT OF ENVIRONMENTAL PROT	CHK	CLR	\$6,000.00	
34896	07/29/2016	FLORIDA POWER & LIGHT COMPANY	CHK	CLR	\$118,604.64	
34897	07/29/2016	FSC CONTINUING DISCLOSURE SERVI	CHK	CLR	\$1,500.00	
34898	07/29/2016	GOODYEAR AUTO SERVICE CENTER	CHK	CLR	\$1,746.28	
34899	07/29/2016	AIRGAS SPECIALTY PRODUCTS	CHK	CLR	\$2,869.28	
34900	07/29/2016	HVMI, LLC	CHK	CLR	\$9,500.00	
34901	07/29/2016	ISA	CHK	CLR	\$200.00	
34902	07/29/2016	JANICKI ENVIRONMENTAL, INC.	CHK	CLR	\$14,312.50	
34903	07/29/2016	JOHNSON ENGINEERING, INC.	CHK	CLR	\$1,007.50	
34904	07/29/2016	KEETON'S OFFICE & ART SUPPLY	CHK	CLR	\$3,046.66	
34905	07/29/2016	KING ENGINEERING ASSOCIATES INC.	CHK	CLR	\$1,140.14	
34906	07/29/2016	M&M CONTRACTORS INC.	CHK	CLR	\$12,331.47	
34908	07/29/2016	C & S CHEMICALS INC.	CHK	VOID	\$0.00	
34909	07/29/2016	C & S CHEMICALS INC.	CHK	VOID	\$0.00	
34910	07/29/2016	C & S CHEMICALS INC.	CHK	CLR	\$54,543.48	
34911	07/29/2016	ROGERS PETROLEUM, INC.	CHK	CLR	\$3,252.68	
34912	07/29/2016	RANCH PROPERTY HOLDINGS LLC	CHK	CLR	\$12,640.44	
34913	07/29/2016	RAPID SECURITY SOLUTIONS, LLC	CHK	CLR	\$761.46	
34914	07/29/2016	STATE OF FLORIDA DISBURSEMENT U	CHK	CLR	\$993.06	
34915	07/29/2016	SOLARES CONTROLS	CHK	CLR	\$2,369.10	
34916	07/29/2016	TEST GAUGE AND BACKFLOW SUPPLY	CHK	CLR	\$804.99	
34917	07/29/2016	TKW CONSULTING ENGINEERS, INC.	CHK	CLR	\$5,857.92	
34918	07/29/2016	UPS	CHK	CLR	\$408.23	
34919	07/29/2016	U.S. BANK EQUIPMENT FINANCE	CHK	CLR	\$1,193.00	
34920	07/29/2016	UNITED SYSTEMS COMPUTER GROUP	CHK	CLR	\$16,022.50	
34921	07/29/2016	UNITED STATES GEOLOGICAL SURVEY	CHK	CLR	\$7,025.00	
34922	07/29/2016	W.E. MARSHALL CO.	CHK	CLR	\$11,700.26	
34923	07/29/2016	MANSON BOLVES DONALDSON, P.A.	CHK	CLR	\$24,364.89	
FRSJULY2016	08/03/2016	FLORIDA DIVISION OF RETIREMENT	CHK	CLR	\$23,167.27	
PRTX80516	08/03/2016	BANK OF AMERICA-TAX EXPRESS	CHK	CLR	\$26,271.23	
CONTR8/5/16	08/05/2016	Valic	CHK	CLR	\$5,102.52	
34924	08/11/2016	WATER TREATMENT & CONTROLS CO.	CHK	CLR	\$1,354.95	
34925	08/11/2016	CIMTEC AUTOMATION, LLC	CHK	CLR	\$441.37	
34926	08/11/2016	BLUSITE SOLUTIONS OF SOUTHWEST	CHK	CLR	\$258.00	
34927	08/11/2016	MSC INDUSTRIAL SUPPLY CO.	CHK	CLR	\$1,965.59	
34928	08/11/2016	CINTAS	CHK	CLR	\$706.92	
34929	08/11/2016	DMS-FINANCIAL MGMT SERVICES	CHK	CLR	\$67.23	
34930	08/11/2016	AA ELECTRIC SE INC.	CHK	CLR	\$133.76	
34931	08/11/2016	ALLIED UNIVERSAL CORP.	CHK	CLR	\$14,166.36	
34932	08/11/2016	THE SUN	CHK	CLR	\$353.00	
34933	08/11/2016	FEDERAL EXPRESS	CHK	CLR	\$49.98	
34934	08/11/2016	AIRGAS USA, LLC	CHK	CLR	\$184.45	
34935	08/11/2016	WOMACK SANITATION INC.	CHK	CLR	\$750.00	
34936	08/11/2016	FISHER SCIENTIFIC	CHK	CLR	\$370.22	
34937	08/11/2016	ANIXTER INC.	CHK	CLR	\$1,809.76	
34938	08/11/2016	HACH COMPANY	CHK	CLR	\$113.00	
34939	08/11/2016	KINGSWAY ACE HARDWARE	CHK	CLR	\$135.90	
34940	08/11/2016	HOME DEPOT	CHK	CLR	\$583.99	
34941	08/11/2016	YSI INCORPORATED	CHK	CLR	\$1,380.00	

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**  
**CHECK REGISTER: JULY & AUGUST 2016**

**Bank Code:** PUBLIC FUNDS INTEREST CHECKING **Current Balance:** \$2,573,384.36

Document Number	Date	Payee Name / Description	Type	Status	Amount
34942	08/11/2016	FENDER'S TIRE & BATTERY INC.	CHK	CLR	\$1,684.50
34943	08/11/2016	FEI-FT.MYERS WATERWORKS #127	CHK	CLR	\$2,999.00
34944	08/11/2016	SARASOTA HERALD TRIBUNE	CHK	CLR	\$583.00
34945	08/11/2016	EUROFINS EATON ANALYTICAL, INC.	CHK	CLR	\$395.00
34946	08/11/2016	CUMMINS POWER SOUTH	CHK	CLR	\$415.00
34947	08/11/2016	VOYAGER FLEET SYSTEMS, INC.	CHK	CLR	\$1,681.62
34948	08/11/2016	FLORIDA DEPARTMENT OF STATE	CHK	CLR	\$30.66
34949	08/11/2016	ADECCO EMPLOYMENT SERVICES	CHK	CLR	\$716.64
34950	08/11/2016	ALLIED ELECTRONICS, INC.	CHK	CLR	\$2,604.76
34951	08/11/2016	AGILENT TECHNOLOGIES, INC.	CHK	CLR	\$526.72
34952	08/11/2016	ARGILA ENTERPRISES, INC.	CHK	CLR	\$2,700.00
34953	08/11/2016	B&D INDUSTRIAL	CHK	CLR	\$2,438.47
34954	08/11/2016	BILL'S BOTTLED WATER SERVICE	CHK	CLR	\$27.00
34955	08/11/2016	BENCHMARK ENVIROANALYTICAL INC	CHK	CLR	\$5,661.35
34956	08/11/2016	BUFFALO GRAFFIX	CHK	CLR	\$595.00
34957	08/11/2016	CABOT CORPORATION	CHK	CLR	\$42,933.00
34958	08/11/2016	CHARLOTTE COUNTY BD OF COMMISS	CHK	CLR	\$69,629.80
34959	08/11/2016	CHARLOTTE PLUMBING K & BATH INC.	CHK	CLR	\$165.00
34960	08/11/2016	DOMINION EXTERMINATORS	CHK	O/S	\$130.00
34961	08/11/2016	Doug Morton	CHK	O/S	\$68.00
34962	08/11/2016	DIANE R. SALZ	CHK	CLR	\$3,750.00
34963	08/11/2016	EARTH BALANCE	CHK	CLR	\$55,534.75
34964	08/11/2016	FLUID CONTROL SPECIALTIES, INC.	CHK	CLR	\$1,181.48
34965	08/11/2016	FRONTIER COMMUNICATIONS	CHK	CLR	\$214.99
34966	08/11/2016	FLORIDA WATER RESOURCES JOURN	CHK	CLR	\$320.00
34967	08/11/2016	GOODYEAR AUTO SERVICE CENTER	CHK	CLR	\$282.58
34968	08/11/2016	AIRGAS SPECIALTY PRODUCTS	CHK	CLR	\$2,948.95
34969	08/11/2016	HVMI, LLC	CHK	CLR	\$11,143.10
34970	08/11/2016	INFAMATION TECHNOLOGIES GROUP,	CHK	CLR	\$2,200.00
34971	08/11/2016	JAN-PRO OF MANASOTA	CHK	CLR	\$249.00
34972	08/11/2016	JAN-PRO CLEANING SYSTEMS OF SW	CHK	CLR	\$495.00
34973	08/11/2016	JET AUTO SERVICE	CHK	CLR	\$306.80
34974	08/11/2016	JOHNSON ENGINEERING, INC.	CHK	CLR	\$1,277.50
34975	08/11/2016	KED GROUP INC.	CHK	CLR	\$13,464.00
34976	08/11/2016	M&M CONTRACTORS INC.	CHK	CLR	\$9,575.57
34977	08/11/2016	MCDADE WATERWORKS INC	CHK	CLR	\$1,105.00
34978	08/11/2016	NATURAL RESOURCES LLC	CHK	CLR	\$39,884.90
34979	08/11/2016	ISC SALES, INC.	CHK	CLR	\$3,048.10
34980	08/11/2016	C & S CHEMICALS INC.	CHK	VOID	\$0.00
34981	08/11/2016	C & S CHEMICALS INC.	CHK	VOID	\$0.00
34982	08/11/2016	C & S CHEMICALS INC.	CHK	CLR	\$56,615.50
34983	08/11/2016	RAY PILON	CHK	CLR	\$3,750.00
34984	08/11/2016	PUBLIC RISK INSURANCE AGENCY	CHK	CLR	\$348.00
34985	08/11/2016	SHEARER CONSULTING INC.	CHK	CLR	\$2,500.00
34986	08/11/2016	STATE OF FLORIDA DISBURSEMENT U	CHK	CLR	\$993.06
34987	08/11/2016	SOLARES CONTROLS	CHK	CLR	\$1,372.01
34988	08/11/2016	THE SHIPPING POST	CHK	CLR	\$25.97
34989	08/11/2016	SUPER T	CHK	CLR	\$1,009.84
34990	08/11/2016	TRACTOR SUPPLY COMPANY	CHK	CLR	\$195.97
34991	08/11/2016	UPS	CHK	CLR	\$16.55
34992	08/11/2016	U.S. BANK EQUIPMENT FINANCE	CHK	CLR	\$288.96
34993	08/11/2016	UNITED SYSTEMS COMPUTER GROUP	CHK	CLR	\$29,197.74
34994	08/11/2016	WEST COAST MOWING	CHK	CLR	\$2,325.12
CONTRIB81916	08/19/2016	Valic	CHK	CLR	\$5,229.41

# PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

## CHECK REGISTER: JULY & AUGUST 2016

Bank Code:		PUBLIC FUNDS INTEREST CHECKING			Current Balance:	\$2,573,384.36
Document Number	Date	Payee Name / Description	Type	Status	Amount	
PRTX81916	06/19/2016	BANK OF AMERICA-TAX EXPRESS	CHK	CLR	\$25,353.15	
34995	08/24/2016	ALLIED UNIVERSAL CORP.	CHK	VOID	\$0.00	
34996	08/24/2016	ALLIED UNIVERSAL CORP.	CHK	O/S	\$62,996.49	
34997	08/24/2016	THE SUN	CHK	O/S	\$333.65	
34998	08/24/2016	FEDERAL EXPRESS	CHK	O/S	\$24.98	
34999	08/24/2016	AIRGAS USA, LLC	CHK	O/S	\$21.45	
35000	08/24/2016	FISHER SCIENTIFIC	CHK	O/S	\$635.30	
35001	08/24/2016	ANIXTER INC.	CHK	O/S	\$693.88	
35002	08/24/2016	HACH COMPANY	CHK	O/S	\$929.57	
35003	08/24/2016	BUSINESS CARD	CHK	O/S	\$311.89	
35004	08/24/2016	HOME DEPOT	CHK	O/S	\$851.55	
35005	08/24/2016	BUSINESS CARD	CHK	O/S	\$10.92	
35006	08/24/2016	SIEMENS INDUSTRY, INC.	CHK	O/S	\$3,580.36	
35007	08/24/2016	FEI-FT.MYERS WATERWORKS #127	CHK	O/S	\$224.00	
35008	08/24/2016	SARASOTA HERALD TRIBUNE	CHK	O/S	\$561.00	
35009	08/24/2016	GRAYBAR	CHK	O/S	\$73.35	
35010	08/24/2016	BUSINESS CARD	CHK	O/S	\$263.29	
35011	08/24/2016	BUSINESS CARD	CHK	O/S	\$919.34	
35012	08/24/2016	GEOKON	CHK	O/S	\$4,723.13	
35013	08/24/2016	SAM'S CLUB	CHK	O/S	\$79.83	
35014	08/24/2016	GRAINGER	CHK	O/S	\$1,062.52	
35015	08/24/2016	CENTURYLINK	CHK	O/S	\$376.25	
35016	08/24/2016	ADECCO EMPLOYMENT SERVICES	CHK	O/S	\$883.20	
35017	08/24/2016	ALL FLORIDA WATER-TAMPA	CHK	O/S	\$211.58	
35018	08/24/2016	ARCADIAN	CHK	O/S	\$77.22	
35019	08/24/2016	ATKINS NORTH AMERICA, INC.	CHK	O/S	\$4,337.55	
35020	08/24/2016	AWWA	CHK	O/S	\$716.00	
35021	08/24/2016	HELLING - BATTERIES PLUS	CHK	O/S	\$58.66	
35022	08/24/2016	CABOT CORPORATION	CHK	O/S	\$43,868.00	
35023	08/24/2016	CHARLOTTE COUNTY BCC - LANDFILL	CHK	O/S	\$3,862.80	
35024	08/24/2016	CLEVELAND/PRICE INC.	CHK	O/S	\$1,000.03	
35025	08/24/2016	COMPLIANCESIGNS	CHK	O/S	\$41.00	
35026	08/24/2016	DESOTO AUTOMOTIVE ENTERPRISES I	CHK	O/S	\$235.13	
35027	08/24/2016	D. M. CONSTRUCTION CORP.	CHK	O/S	\$9,592.62	
35028	08/24/2016	EARTH BALANCE	CHK	O/S	\$19,584.85	
35029	08/24/2016	E.F. GAINES SURVEYING SERVICES, IN	CHK	O/S	\$6,200.00	
35030	08/24/2016	FORT BEND SERVICES, INC.	CHK	O/S	\$5,888.00	
35031	08/24/2016	FLORIDA POWER & LIGHT COMPANY	CHK	O/S	\$128,559.65	
35032	08/24/2016	GARNEY COMPANIES INC.	CHK	O/S	\$25,284.00	
35033	08/24/2016	JANICKI ENVIRONMENTAL, INC.	CHK	O/S	\$15,952.50	
35034	08/24/2016	J. H. HAM ENGINEERING INC.	CHK	O/S	\$18,514.05	
35035	08/24/2016	KEETON'S OFFICE & ART SUPPLY	CHK	O/S	\$1,808.15	
35036	08/24/2016	LINDA BURKE	CHK	O/S	\$32.40	
35037	08/24/2016	KEVIN MORRIS	CHK	O/S	\$84.14	
35038	08/24/2016	C & S CHEMICALS INC.	CHK	VOID	\$0.00	
35039	08/24/2016	C & S CHEMICALS INC.	CHK	O/S	\$25,171.43	
35040	08/24/2016	SUNSHINE STATE ONE CALL OF FL, IN	CHK	O/S	\$36.32	
35041	08/24/2016	DEX IMAGING	CHK	O/S	\$1,987.80	
35042	08/24/2016	PROGRESSIVE WATER RESOURCES, L	CHK	O/S	\$9,367.80	
35043	08/24/2016	ROCTEST LTEE	CHK	O/S	\$2,900.00	
35044	08/24/2016	RAPID SECURITY SOLUTIONS, LLC	CHK	O/S	\$704.97	
35045	08/24/2016	STATE OF FLORIDA DISBURSEMENT U	CHK	O/S	\$993.06	
35046	08/24/2016	SMITH RANCH & GARDEN, INC.	CHK	O/S	\$599.20	
35047	08/24/2016	STANTEC CONSULTING SERVICES INC	CHK	O/S	\$1,282.50	

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**  
**CHECK REGISTER: JULY & AUGUST 2016**

<b>Bank Code:</b>	<b>PUBLIC FUNDS INTEREST CHECKING</b>	<b>Current Balance:</b>	<b>\$2,573,384.36</b>
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<b>Document Number</b>	<b>Date</b>	<b>Payee Name / Description</b>	<b>Type</b>	<b>Status</b>	<b>Amount</b>
35048	08/24/2016	TRACTOR SUPPLY COMPANY	CHK	O/S	\$74.94
35049	08/24/2016	UNIVERSITY OF FLORIDA - FYCS	CHK	O/S	\$5,000.00
35050	08/24/2016	UPS	CHK	O/S	\$306.73
PRTX090216	08/26/2016	BANK OF AMERICA-TAX EXPRESS	CHK	CLR	\$23,634.62
<b>Check Total</b>					<b>\$2,683,943.83</b>

# PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

CHECK REGISTER: JULY & AUGUST 2016

Alphabetically by Vendor

Bank Code: PUBLIC FUNDS INTEREST CHECKING Current Balance: \$2,573,384.36

Document Number	Date	Payee Name / Description	Type	Status	Amount
34793	07/14/2016	AA ELECTRIC SE INC.	CHK	CLR	\$307.36
34930	08/11/2016	AA ELECTRIC SE INC.	CHK	CLR	\$133.76
34949	08/11/2016	ADECCO EMPLOYMENT SERVICES	CHK	CLR	\$716.64
35016	08/24/2016	ADECCO EMPLOYMENT SERVICES	CHK	O/S	\$883.20
34882	07/29/2016	ADVANTAGE CARE INC.	CHK	CLR	\$40.00
34951	08/11/2016	AGILENT TECHNOLOGIES, INC.	CHK	CLR	\$526.72
34899	07/29/2016	AIRGAS SPECIALTY PRODUCTS	CHK	CLR	\$2,869.28
34968	08/11/2016	AIRGAS SPECIALTY PRODUCTS	CHK	CLR	\$2,948.95
34797	07/14/2016	AIRGAS USA, LLC	CHK	CLR	\$19.80
34934	08/11/2016	AIRGAS USA, LLC	CHK	CLR	\$184.45
34999	08/24/2016	AIRGAS USA, LLC	CHK	O/S	\$21.45
34816	07/14/2016	ALL FLORIDA WATER-TAMPA	CHK	CLR	\$211.58
35017	08/24/2016	ALL FLORIDA WATER-TAMPA	CHK	O/S	\$211.58
34815	07/14/2016	ALLIED ELECTRONICS, INC.	CHK	CLR	\$1,942.50
34950	08/11/2016	ALLIED ELECTRONICS, INC.	CHK	CLR	\$2,604.76
34794	07/14/2016	ALLIED UNIVERSAL CORP.	CHK	CLR	\$36,305.82
34858	07/29/2016	ALLIED UNIVERSAL CORP.	CHK	VOID	\$0.00
34859	07/29/2016	ALLIED UNIVERSAL CORP.	CHK	CLR	\$62,976.75
34931	08/11/2016	ALLIED UNIVERSAL CORP.	CHK	CLR	\$14,166.36
34995	08/24/2016	ALLIED UNIVERSAL CORP.	CHK	VOID	\$0.00
34996	08/24/2016	ALLIED UNIVERSAL CORP.	CHK	O/S	\$62,996.49
34817	07/14/2016	ANDREW KOLBENSCHLAG	CHK	CLR	\$395.00
34800	07/14/2016	ANIXTER INC.	CHK	CLR	\$198.03
34937	08/11/2016	ANIXTER INC.	CHK	CLR	\$1,809.76
35001	08/24/2016	ANIXTER INC.	CHK	O/S	\$893.88
35018	08/24/2016	ARCADIAN	CHK	O/S	\$77.22
34818	07/14/2016	ARGILA ENTERPRISES, INC.	CHK	CLR	\$2,250.00
34883	07/29/2016	ARGILA ENTERPRISES, INC.	CHK	CLR	\$2,250.00
34952	08/11/2016	ARGILA ENTERPRISES, INC.	CHK	CLR	\$2,700.00
34884	07/29/2016	ATKINS NORTH AMERICA, INC.	CHK	CLR	\$5,316.88
35019	08/24/2016	ATKINS NORTH AMERICA, INC.	CHK	O/S	\$4,337.55
34811	07/14/2016	AWC, INC.	CHK	CLR	\$1,250.00
35020	08/24/2016	AWWA	CHK	O/S	\$716.00
34953	08/11/2016	B&D INDUSTRIAL	CHK	CLR	\$2,438.47
PRTX7816	07/08/2016	BANK OF AMERICA-TAX EXPRESS	CHK	CLR	\$24,215.04
PRTX72216	07/22/2016	BANK OF AMERICA-TAX EXPRESS	CHK	CLR	\$24,871.42
PRTX80516	08/03/2016	BANK OF AMERICA-TAX EXPRESS	CHK	CLR	\$26,271.23
PRTX81916	08/19/2016	BANK OF AMERICA-TAX EXPRESS	CHK	CLR	\$25,353.15
PRTX090216	08/26/2016	BANK OF AMERICA-TAX EXPRESS	CHK	CLR	\$23,634.62
34820	07/14/2016	BENCHMARK ENVIROANALYTICAL INC	CHK	CLR	\$560.95
34886	07/29/2016	BENCHMARK ENVIROANALYTICAL INC	CHK	CLR	\$2,354.05
34955	08/11/2016	BENCHMARK ENVIROANALYTICAL INC	CHK	CLR	\$5,661.35
34885	07/29/2016	BILL'S BOTTLED WATER SERVI CE	CHK	CLR	\$30.75
34954	08/11/2016	BILL'S BOTTLED WATER SERVI CE	CHK	CLR	\$27.00
34787	07/14/2016	BLUSITE SOLUTIONS OF SOUTHWEST	CHK	CLR	\$258.00
34926	08/11/2016	BLUSITE SOLUTIONS OF SOUTHWEST	CHK	CLR	\$258.00
34865	07/29/2016	BOB DEAN SUPPLY INC	CHK	CLR	\$1,448.00
34956	08/11/2016	BUFFALO GRAFFIX	CHK	CLR	\$595.00
34868	07/29/2016	BUSINESS CARD	CHK	CLR	\$1,634.59
34870	07/29/2016	BUSINESS CARD	CHK	CLR	\$2,724.35
34875	07/29/2016	BUSINESS CARD	CHK	CLR	\$370.94
34876	07/29/2016	BUSINESS CARD	CHK	CLR	\$1,502.78
35003	08/24/2016	BUSINESS CARD	CHK	O/S	\$311.89
35005	08/24/2016	BUSINESS CARD	CHK	O/S	\$10.92

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35010	08/24/2016	BUSINESS CARD	CHK	O/S	\$263.29
35011	08/24/2016	BUSINESS CARD	CHK	O/S	\$919.34
34838	07/14/2016	C & S CHEMICALS INC.	CHK	VOID	\$0.00
34839	07/14/2016	C & S CHEMICALS INC.	CHK	VOID	\$0.00
34840	07/14/2016	C & S CHEMICALS INC.	CHK	CLR	\$68,359.82
34908	07/29/2016	C & S CHEMICALS INC.	CHK	VOID	\$0.00
34909	07/29/2016	C & S CHEMICALS INC.	CHK	VOID	\$0.00
34910	07/29/2016	C & S CHEMICALS INC.	CHK	CLR	\$54,543.48
34980	08/11/2016	C & S CHEMICALS INC.	CHK	VOID	\$0.00
34981	08/11/2016	C & S CHEMICALS INC.	CHK	VOID	\$0.00
34982	08/11/2016	C & S CHEMICALS INC.	CHK	CLR	\$56,615.50
35038	08/24/2016	C & S CHEMICALS INC.	CHK	VOID	\$0.00
35039	08/24/2016	C & S CHEMICALS INC.	CHK	O/S	\$25,171.43
34821	07/14/2016	CABOT CORPORATION	CHK	CLR	\$65,054.00
34887	07/29/2016	CABOT CORPORATION	CHK	CLR	\$44,132.00
34957	08/11/2016	CABOT CORPORATION	CHK	CLR	\$42,933.00
35022	08/24/2016	CABOT CORPORATION	CHK	O/S	\$43,868.00
34822	07/14/2016	CARTER & VERPLANCK, INC.	CHK	CLR	\$39,948.40
34814	07/14/2016	CENTURYLINK	CHK	CLR	\$372.00
34880	07/29/2016	CENTURYLINK	CHK	CLR	\$1,497.90
35015	08/24/2016	CENTURYLINK	CHK	O/S	\$376.25
34891	07/29/2016	CH2M HILL ENGINEERS INC.	CHK	CLR	\$32,712.20
34889	07/29/2016	CHARLOTTE COUNTY BCC - LANDFILL	CHK	CLR	\$4,816.05
35023	08/24/2016	CHARLOTTE COUNTY BCC - LANDFILL	CHK	O/S	\$3,862.80
34958	08/11/2016	CHARLOTTE COUNTY BD OF COMMISS	CHK	CLR	\$69,629.80
34888	07/29/2016	CHARLOTTE COUNTY UTILITIES	CHK	CLR	\$184,694.84
34959	08/11/2016	CHARLOTTE PLUMBING K & BATH INC.	CHK	CLR	\$165.00
34925	08/11/2016	CIMTEC AUTOMATION, LLC	CHK	CLR	\$441.37
34789	07/14/2016	CINTAS	CHK	CLR	\$219.56
34928	08/11/2016	CINTAS	CHK	CLR	\$706.92
35024	08/24/2016	CLEVELAND/PRICE INC.	CHK	O/S	\$1,000.03
35025	08/24/2016	COMPLIANCESIGNS	CHK	O/S	\$41.00
34890	07/29/2016	CROM ENGINEERING & CONSTRUCTIO	CHK	CLR	\$166,797.83
34809	07/14/2016	CUMMINS POWER SOUTH	CHK	CLR	\$3,616.56
34946	08/11/2016	CUMMINS POWER SOUTH	CHK	CLR	\$415.00
34824	07/14/2016	D. M. CONSTRUCTION CORP.	CHK	CLR	\$11,959.85
35027	08/24/2016	D. M. CONSTRUCTION CORP.	CHK	O/S	\$9,592.62
35026	08/24/2016	DESOTO AUTOMOTIVE ENTERPRISES I	CHK	O/S	\$235.13
34892	07/29/2016	DESOTO COUNTY	CHK	CLR	\$66,333.33
34893	07/29/2016	DESOTO COUNTY WATER UTILITY	CHK	CLR	\$1,950.18
35041	08/24/2016	DEX IMAGING	CHK	O/S	\$1,987.80
34825	07/14/2016	DIANE R. SALZ	CHK	CLR	\$3,750.00
34962	08/11/2016	DIANE R. SALZ	CHK	CLR	\$3,750.00
34791	07/14/2016	DMS-FINANCIAL MGMT SERVICES	CHK	CLR	\$266.17
34856	07/29/2016	DMS-FINANCIAL MGMT SERVICES	CHK	CLR	\$204.75
34929	08/11/2016	DMS-FINANCIAL MGMT SERVICES	CHK	CLR	\$67.23
34862	07/29/2016	DO-ALL RENTAL INC.	CHK	CLR	\$154.00
34960	08/11/2016	DOMINION EXTERMINATORS	CHK	O/S	\$130.00
34823	07/14/2016	DONALD MORTON	CHK	CLR	\$275.00
34961	08/11/2016	Doug Morton	CHK	O/S	\$68.00
35029	08/24/2016	E.F. GAINES SURVEYING SERVICES, IN	CHK	O/S	\$6,200.00
34894	07/29/2016	EARTH BALANCE	CHK	CLR	\$10,997.25
34963	08/11/2016	EARTH BALANCE	CHK	CLR	\$55,534.75
35028	08/24/2016	EARTH BALANCE	CHK	O/S	\$19,584.85



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34945	08/11/2016	EUROFINS EATON ANALYTICAL, INC.	CHK	CLR	\$395.00	
34796	07/14/2016	FEDERAL EXPRESS	CHK	CLR	\$24.07	
34861	07/29/2016	FEDERAL EXPRESS	CHK	CLR	\$79.66	
34933	08/11/2016	FEDERAL EXPRESS	CHK	CLR	\$49.98	
34998	08/24/2016	FEDERAL EXPRESS	CHK	O/S	\$24.98	
34806	07/14/2016	FEI-FT.MYERS WATERWORKS #127	CHK	CLR	\$573.56	
34943	08/11/2016	FEI-FT.MYERS WATERWORKS #127	CHK	CLR	\$2,999.00	
35007	08/24/2016	FEI-FT.MYERS WATERWORKS #127	CHK	O/S	\$224.00	
34942	08/11/2016	FENDER'S TIRE & BATTERY INC.	CHK	CLR	\$1,684.50	
34799	07/14/2016	FISHER SCIENTIFIC	CHK	CLR	\$2,414.90	
34863	07/29/2016	FISHER SCIENTIFIC	CHK	CLR	\$1,226.88	
34936	08/11/2016	FISHER SCIENTIFIC	CHK	CLR	\$370.22	
35000	08/24/2016	FISHER SCIENTIFIC	CHK	O/S	\$635.30	
34895	07/29/2016	FLA DEPT OF ENVIRONMENTAL PROT	CHK	CLR	\$6,000.00	
34881	07/29/2016	FLORIDA DEPARTMENT OF STATE	CHK	CLR	\$30.66	
34948	08/11/2016	FLORIDA DEPARTMENT OF STATE	CHK	CLR	\$30.66	
34826	07/14/2016	FLORIDA DEPT OF TRANSPORTATION	CHK	CLR	\$15.35	
FRSJULY2016	08/03/2016	FLORIDA DIVISION OF RETIREMENT	CHK	CLR	\$23,167.27	
34896	07/29/2016	FLORIDA POWER & LIGHT COMPANY	CHK	CLR	\$118,604.64	
35031	08/24/2016	FLORIDA POWER & LIGHT COMPANY	CHK	O/S	\$128,559.65	
34966	08/11/2016	FLORIDA WATER RESOURCES JOURN	CHK	CLR	\$320.00	
34873	07/29/2016	FLUID CONTROL SPECIALTIES, INC.	CHK	CLR	\$2,635.00	
34964	08/11/2016	FLUID CONTROL SPECIALTIES, INC.	CHK	CLR	\$1,181.48	
35030	08/24/2016	FORT BEND SERVICES, INC.	CHK	O/S	\$5,888.00	
34827	07/14/2016	FRONTIER COMMUNICATIONS	CHK	CLR	\$214.99	
34965	08/11/2016	FRONTIER COMMUNICATIONS	CHK	CLR	\$214.99	
34897	07/29/2016	FSC CONTINUING DISCLOSURE SERVI	CHK	CLR	\$1,500.00	
35032	08/24/2016	GARNEY COMPANIES INC.	CHK	O/S	\$25,284.00	
35012	08/24/2016	GEOKON	CHK	O/S	\$4,723.13	
34898	07/29/2016	GOODYEAR AUTO SERVICE CENTER	CHK	CLR	\$1,746.28	
34967	08/11/2016	GOODYEAR AUTO SERVICE CENTER	CHK	CLR	\$282.58	
34812	07/14/2016	GRAINGER	CHK	CLR	\$1,524.30	
35014	08/24/2016	GRAINGER	CHK	O/S	\$1,062.52	
34808	07/14/2016	GRAYBAR	CHK	CLR	\$273.31	
34872	07/29/2016	GRAYBAR	CHK	CLR	\$997.99	
35009	08/24/2016	GRAYBAR	CHK	O/S	\$73.35	
34801	07/14/2016	HACH COMPANY	CHK	CLR	\$2,272.10	
34866	07/29/2016	HACH COMPANY	CHK	CLR	\$4,834.34	
34938	08/11/2016	HACH COMPANY	CHK	CLR	\$113.00	
35002	08/24/2016	HACH COMPANY	CHK	O/S	\$929.57	
34819	07/14/2016	HELLING - BATTERIES PLUS	CHK	CLR	\$29.79	
35021	08/24/2016	HELLING - BATTERIES PLUS	CHK	O/S	\$58.66	
34804	07/14/2016	HOME DEPOT	CHK	CLR	\$450.73	
34869	07/29/2016	HOME DEPOT	CHK	CLR	\$1,417.00	
34940	08/11/2016	HOME DEPOT	CHK	CLR	\$583.99	
35004	08/24/2016	HOME DEPOT	CHK	O/S	\$851.55	
34877	07/29/2016	HUDSON PUMP	CHK	CLR	\$2,766.14	
34828	07/14/2016	HVMI, LLC	CHK	CLR	\$13,063.40	
34900	07/29/2016	HVMI, LLC	CHK	CLR	\$9,500.00	
34969	08/11/2016	HVMI, LLC	CHK	CLR	\$11,143.10	
34970	08/11/2016	INFAMATION TECHNOLOGIES GROUP,	CHK	CLR	\$2,200.00	
34901	07/29/2016	ISA	CHK	CLR	\$200.00	
34979	08/11/2016	ISC SALES, INC.	CHK	CLR	\$3,048.10	
35034	08/24/2016	J. H. HAM ENGINEERING INC.	CHK	O/S	\$18,514.05	

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34902	07/29/2016	JANICKI ENVIRONMENTAL, INC.	CHK	CLR	\$14,312.50
35033	08/24/2016	JANICKI ENVIRONMENTAL, INC.	CHK	O/S	\$15,952.50
34830	07/14/2016	JAN-PRO CLEANING SYSTEMS OF SW	CHK	CLR	\$495.00
34972	08/11/2016	JAN-PRO CLEANING SYSTEMS OF SW	CHK	CLR	\$495.00
34829	07/14/2016	JAN-PRO OF MANASOTA	CHK	CLR	\$249.00
34971	08/11/2016	JAN-PRO OF MANASOTA	CHK	CLR	\$249.00
34831	07/14/2016	JET AUTO SERVICE	CHK	CLR	\$791.50
34973	08/11/2016	JET AUTO SERVICE	CHK	CLR	\$306.80
34903	07/29/2016	JOHNSON ENGINEERING, INC.	CHK	CLR	\$1,007.50
34974	08/11/2016	JOHNSON ENGINEERING, INC.	CHK	CLR	\$1,277.50
34975	08/11/2016	KED GROUP INC.	CHK	CLR	\$13,464.00
34832	07/14/2016	KEETON'S OFFICE & ART SUPPLY	CHK	CLR	\$814.04
34904	07/29/2016	KEETON'S OFFICE & ART SUPPLY	CHK	CLR	\$3,046.66
35035	08/24/2016	KEETON'S OFFICE & ART SUPPLY	CHK	O/S	\$1,808.15
35037	08/24/2016	KEVIN MORRIS	CHK	O/S	\$84.14
34905	07/29/2016	KING ENGINEERING ASSOCIATES INC.	CHK	CLR	\$1,140.14
34802	07/14/2016	KINGSWAY ACE HARDWARE	CHK	CLR	\$317.16
34867	07/29/2016	KINGSWAY ACE HARDWARE	CHK	CLR	\$258.07
34939	08/11/2016	KINGSWAY ACE HARDWARE	CHK	CLR	\$135.90
35036	08/24/2016	LINDA BURKE	CHK	O/S	\$32.40
34833	07/14/2016	LINDA STEWART	CHK	CLR	\$231.66
34906	07/29/2016	M&M CONTRACTORS INC.	CHK	CLR	\$12,331.47
34976	08/11/2016	M&M CONTRACTORS INC.	CHK	CLR	\$9,575.57
34835	07/14/2016	MADER ELECTRIC, INC.	CHK	CLR	\$8,607.04
34923	07/29/2016	MANSON BOLVES DONALDSON, P.A.	CHK	CLR	\$24,364.89
34977	08/11/2016	MCDADE WATERWORKS INC	CHK	CLR	\$1,105.00
34803	07/14/2016	MCMASTER-CARR SUPPLY CO	CHK	CLR	\$1,741.24
34834	07/14/2016	MCNICHOLS CO.	CHK	CLR	\$1,221.52
34788	07/14/2016	MSC INDUSTRIAL SUPPLY CO.	CHK	CLR	\$1,027.72
34855	07/29/2016	MSC INDUSTRIAL SUPPLY CO.	CHK	CLR	\$1,488.98
34927	08/11/2016	MSC INDUSTRIAL SUPPLY CO.	CHK	CLR	\$1,965.59
34836	07/14/2016	NATURAL RESOURCES LLC	CHK	CLR	\$90,855.36
34978	08/11/2016	NATURAL RESOURCES LLC	CHK	CLR	\$39,884.90
34837	07/14/2016	OVIVO USA, LLC	CHK	CLR	\$240,000.00
34864	07/29/2016	PAGE MECHANICAL GROUP, INC.	CHK	CLR	\$88.50
34842	07/14/2016	PATRICK J LEHMAN	CHK	CLR	\$228.00
34786	07/14/2016	PRO-CHEM INC.	CHK	CLR	\$950.14
34854	07/29/2016	PRO-CHEM INC.	CHK	CLR	\$774.91
35042	08/24/2016	PROGRESSIVE WATER RESOURCES, L	CHK	O/S	\$9,367.80
34984	08/11/2016	PUBLIC RISK INSURANCE AGENCY	CHK	CLR	\$348.00
34874	07/29/2016	QUALITY STARTER & ALT SER INC.	CHK	CLR	\$81.45
34912	07/29/2016	RANCH PROPERTY HOLDINGS LLC	CHK	CLR	\$12,640.44
34913	07/29/2016	RAPID SECURITY SOLUTIONS, LLC	CHK	CLR	\$761.46
35044	08/24/2016	RAPID SECURITY SOLUTIONS, LLC	CHK	O/S	\$704.97
34841	07/14/2016	RAY PILON	CHK	CLR	\$3,750.00
34983	08/11/2016	RAY PILON	CHK	CLR	\$3,750.00
34795	07/14/2016	REXEL	CHK	CLR	\$10,460.98
35043	08/24/2016	ROCTEST LTEE	CHK	O/S	\$2,900.00
34911	07/29/2016	ROGERS PETROLEUM, INC.	CHK	CLR	\$3,252.68
34857	07/29/2016	ROSS VALVE MANUFACTURING CO	CHK	CLR	\$363.21
34792	07/14/2016	RYAN HERCO PRODUCTS CORP.	CHK	CLR	\$661.24
34878	07/29/2016	SAM'S CLUB	CHK	CLR	\$107.88
35013	08/24/2016	SAM'S CLUB	CHK	O/S	\$79.83
34871	07/29/2016	SARASOTA HERALD TRIBUNE	CHK	CLR	\$198.42

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34944	08/11/2016	SARASOTA HERALD TRIBUNE	CHK	CLR	\$583.00
35008	08/24/2016	SARASOTA HERALD TRIBUNE	CHK	O/S	\$561.00
34844	07/14/2016	SHEARER CONSULTING INC.	CHK	CLR	\$2,500.00
34985	08/11/2016	SHEARER CONSULTING INC.	CHK	CLR	\$2,500.00
35006	08/24/2016	SIEMENS INDUSTRY, INC.	CHK	O/S	\$3,580.36
35046	08/24/2016	SMITH RANCH & GARDEN, INC.	CHK	O/S	\$599.20
34846	07/14/2016	SOLARES CONTROLS	CHK	CLR	\$2,941.24
34915	07/29/2016	SOLARES CONTROLS	CHK	CLR	\$2,369.10
34987	08/11/2016	SOLARES CONTROLS	CHK	CLR	\$1,372.01
35047	08/24/2016	STANTEC CONSULTING SERVICES INC	CHK	O/S	\$1,282.50
34845	07/14/2016	STATE OF FLORIDA DISBURSEMENT U	CHK	CLR	\$993.06
34914	07/29/2016	STATE OF FLORIDA DISBURSEMENT U	CHK	CLR	\$993.06
34986	08/11/2016	STATE OF FLORIDA DISBURSEMENT U	CHK	CLR	\$993.06
35045	08/24/2016	STATE OF FLORIDA DISBURSEMENT U	CHK	O/S	\$993.06
34843	07/14/2016	SUNSHINE STATE ONE CALL OF FL, IN	CHK	CLR	\$36.32
35040	08/24/2016	SUNSHINE STATE ONE CALL OF FL, IN	CHK	O/S	\$36.32
34989	08/11/2016	SUPER T	CHK	CLR	\$1,009.84
34916	07/29/2016	TEST GAUGE AND BACKFLOW SUPPLY	CHK	CLR	\$804.99
34848	07/14/2016	THE LAKE DOCTORS, INC.	CHK	CLR	\$2,400.00
34847	07/14/2016	THE SHIPPING POST	CHK	CLR	\$25.97
34988	08/11/2016	THE SHIPPING POST	CHK	CLR	\$25.97
34860	07/29/2016	THE SUN	CHK	CLR	\$128.70
34932	08/11/2016	THE SUN	CHK	CLR	\$353.00
34997	08/24/2016	THE SUN	CHK	O/S	\$333.65
34917	07/29/2016	TKW CONSULTING ENGINEERS, INC.	CHK	CLR	\$5,857.92
34810	07/14/2016	TOTALFUNDS BY HASLER	CHK	CLR	\$200.00
34990	08/11/2016	TRACTOR SUPPLY COMPANY	CHK	CLR	\$195.97
35048	08/24/2016	TRACTOR SUPPLY COMPANY	CHK	O/S	\$74.94
34807	07/14/2016	TRANSCAT, INC.	CHK	CLR	\$2,835.04
34849	07/14/2016	TRINOVA-FLORIDA	CHK	CLR	\$1,327.83
34790	07/14/2016	TRULY NOLEN BRANCH 079	CHK	CLR	\$178.00
34851	07/14/2016	U.S. BANK EQUIPMENT FINANCE	CHK	CLR	\$288.96
34919	07/29/2016	U.S. BANK EQUIPMENT FINANCE	CHK	CLR	\$1,193.00
34992	08/11/2016	U.S. BANK EQUIPMENT FINANCE	CHK	CLR	\$288.96
34921	07/29/2016	UNITED STATES GEOLOGICAL SURVEY	CHK	CLR	\$7,025.00
34852	07/14/2016	UNITED SYSTEMS COMPUTER GROUP	CHK	CLR	\$14,097.50
34920	07/29/2016	UNITED SYSTEMS COMPUTER GROUP	CHK	CLR	\$16,022.50
34993	08/11/2016	UNITED SYSTEMS COMPUTER GROUP	CHK	CLR	\$29,197.74
35049	08/24/2016	UNIVERSITY OF FLORIDA - FYCS	CHK	O/S	\$5,000.00
34850	07/14/2016	UPS	CHK	CLR	\$100.14
34918	07/29/2016	UPS	CHK	CLR	\$408.23
34991	08/11/2016	UPS	CHK	CLR	\$16.55
35050	08/24/2016	UPS	CHK	O/S	\$306.73
34879	07/29/2016	USA BLUEBOOK	CHK	CLR	\$751.56
7816CONT	07/08/2016	Valic	CHK	CLR	\$5,011.19
CONTR72216	07/22/2016	Valic	CHK	CLR	\$5,085.55
CONTR8/5/16	08/05/2016	Valic	CHK	CLR	\$5,102.52
CONTRIB81916	08/19/2016	Valic	CHK	CLR	\$5,229.41
34813	07/14/2016	VOYAGER FLEET SYSTEMS, INC.	CHK	CLR	\$1,917.43
34947	08/11/2016	VOYAGER FLEET SYSTEMS, INC.	CHK	CLR	\$1,681.62
34922	07/29/2016	W.E. MARSHALL CO.	CHK	CLR	\$11,700.26
34924	08/11/2016	WATER TREATMENT & CONTROLS CO.	CHK	CLR	\$1,354.95
34994	08/11/2016	WEST COAST MOWING	CHK	CLR	\$2,325.12
34853	07/14/2016	WINDEMULLER TECHNICAL SERVICES	CHK	CLR	\$800.00

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY****CHECK REGISTER: JULY & AUGUST 2016****Alphabetically by Vendor**

<b>Bank Code:</b>		<b>PUBLIC FUNDS INTEREST CHECKING</b>			<b>Current Balance:</b>	<b>\$2,573,384.36</b>
<b>Document Number</b>	<b>Date</b>	<b>Payee Name / Description</b>	<b>Type</b>	<b>Status</b>	<b>Amount</b>	
34798	07/14/2016	WOMACK SANITATION INC.	CHK	CLR	\$298.00	
34935	08/11/2016	WOMACK SANITATION INC.	CHK	CLR	\$750.00	
34805	07/14/2016	WOODRUFF & SONS INC.	CHK	CLR	\$136,401.72	
34941	08/11/2016	YSI INCORPORATED	CHK	CLR	\$1,380.00	
<b>Check Total</b>					<b>\$2,683,943.83</b>	

# PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

## CHECK REGISTER: JULY & AUGUST 2016

By Amount Largest to Smallest

Bank Code:	PUBLIC FUNDS INTEREST CHECKING				Current Balance:	\$2,573,384.36
Document Number	Date	Payee Name / Description	Type	Status	Amount	
34837	07/14/2016	OVIVO USA, LLC	CHK	CLR	\$240,000.00	
34890	07/29/2016	CROM ENGINEERING & CONSTRUCTIO	CHK	CLR	\$166,797.83	
34888	07/29/2016	CHARLOTTE COUNTY UTILITIES	CHK	CLR	\$164,694.84	
34805	07/14/2016	WOODRUFF & SONS INC.	CHK	CLR	\$136,401.72	
35031	08/24/2016	FLORIDA POWER & LIGHT COMPANY	CHK	O/S	\$128,559.65	
34896	07/29/2016	FLORIDA POWER & LIGHT COMPANY	CHK	CLR	\$118,604.64	
34836	07/14/2016	NATURAL RESOURCES LLC	CHK	CLR	\$90,855.36	
34958	08/11/2016	CHARLOTTE COUNTY BD OF COMMISS	CHK	CLR	\$69,629.80	
34840	07/14/2016	C & S CHEMICALS INC.	CHK	CLR	\$68,359.82	
34892	07/29/2016	DESOTO COUNTY	CHK	CLR	\$66,333.33	
34821	07/14/2016	CABOT CORPORATION	CHK	CLR	\$65,054.00	
34996	08/24/2016	ALLIED UNIVERSAL CORP.	CHK	O/S	\$62,996.49	
34859	07/29/2016	ALLIED UNIVERSAL CORP	CHK	CLR	\$62,976.75	
34982	08/11/2016	C & S CHEMICALS INC.	CHK	CLR	\$56,615.50	
34963	08/11/2016	EARTH BALANCE	CHK	CLR	\$55,534.75	
34910	07/29/2016	C & S CHEMICALS INC.	CHK	CLR	\$54,543.48	
34887	07/29/2016	CABOT CORPORATION	CHK	CLR	\$44,132.00	
35022	08/24/2016	CABOT CORPORATION	CHK	O/S	\$43,868.00	
34957	08/11/2016	CABOT CORPORATION	CHK	CLR	\$42,933.00	
34822	07/14/2016	CARTER & VERPLANCK, INC.	CHK	CLR	\$39,948.40	
34978	08/11/2016	NATURAL RESOURCES LLC	CHK	CLR	\$38,884.90	
34784	07/14/2016	ALLIED UNIVERSAL CORP.	CHK	CLR	\$36,305.82	
34891	07/29/2016	CH2M HILL ENGINEERS INC.	CHK	CLR	\$32,712.20	
34993	08/11/2016	UNITED SYSTEMS COMPUTER GROUP	CHK	CLR	\$29,197.74	
PRTX80516	08/03/2016	BANK OF AMERICA-TAX EXPRESS	CHK	CLR	\$26,271.23	
PRTX81916	08/19/2016	BANK OF AMERICA-TAX EXPRESS	CHK	CLR	\$25,353.15	
35032	08/24/2016	GARNEY COMPANIES INC.	CHK	O/S	\$25,284.00	
35039	08/24/2016	C & S CHEMICALS INC.	CHK	O/S	\$25,171.43	
PRTX72216	07/22/2016	BANK OF AMERICA-TAX EXPRESS	CHK	CLR	\$24,871.42	
34923	07/29/2016	MANSON BOLVES DONALDSON, P.A.	CHK	CLR	\$24,364.89	
PRTX7816	07/08/2016	BANK OF AMERICA-TAX EXPRESS	CHK	CLR	\$24,215.04	
PRTX090216	08/26/2016	BANK OF AMERICA-TAX EXPRESS	CHK	CLR	\$23,634.62	
FRSJULY2016	08/03/2016	FLORIDA DIVISION OF RETIREMENT	CHK	CLR	\$23,167.27	
35028	08/24/2016	EARTH BALANCE	CHK	O/S	\$19,584.85	
35034	08/24/2016	J. H. HAM ENGINEERING INC.	CHK	O/S	\$18,514.05	
34920	07/29/2016	UNITED SYSTEMS COMPUTER GROUP	CHK	CLR	\$16,022.50	
35033	08/24/2016	JANICKI ENVIRONMENTAL, INC.	CHK	O/S	\$15,952.50	
34902	07/29/2016	JANICKI ENVIRONMENTAL, INC.	CHK	CLR	\$14,312.50	
34931	08/11/2016	ALLIED UNIVERSAL CORP.	CHK	CLR	\$14,166.36	
34852	07/14/2016	UNITED SYSTEMS COMPUTER GROUP	CHK	CLR	\$14,097.50	
34975	08/11/2016	KED GROUP INC.	CHK	CLR	\$13,464.00	
34828	07/14/2016	HVMI, LLC	CHK	CLR	\$13,083.40	
34912	07/29/2016	RANCH PROPERTY HOLDINGS LLC	CHK	CLR	\$12,640.44	
34906	07/29/2016	M&M CONTRACTORS INC.	CHK	CLR	\$12,331.47	
34824	07/14/2016	D. M. CONSTRUCTION CORP	CHK	CLR	\$11,959.85	
34922	07/29/2016	W.E. MARSHALL CO.	CHK	CLR	\$11,700.26	
34969	08/11/2016	HVMI, LLC	CHK	CLR	\$11,143.10	
34894	07/29/2016	EARTH BALANCE	CHK	CLR	\$10,997.25	
34795	07/14/2016	REXEL	CHK	CLR	\$10,460.98	
35027	08/24/2016	D. M. CONSTRUCTION CORP.	CHK	O/S	\$9,592.62	
34976	08/11/2016	M&M CONTRACTORS INC.	CHK	CLR	\$9,575.57	
34900	07/29/2016	HVMI, LLC	CHK	CLR	\$9,500.00	
35042	08/24/2016	PROGRESSIVE WATER RESOURCES, L	CHK	O/S	\$9,367.80	
34835	07/14/2016	MADER ELECTRIC, INC.	CHK	CLR	\$8,607.04	

# PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

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34921	07/29/2016	UNITED STATES GEOLOGICAL SURVEY	CHK	CLR	\$7,025.00
35029	08/24/2016	E.F. GAINES SURVEYING SERVICES, IN	CHK	O/S	\$6,200.00
34895	07/29/2016	FLA DEPT OF ENVIRONMENTAL PROT	CHK	CLR	\$6,000.00
35030	08/24/2016	FORT BEND SERVICES, INC.	CHK	O/S	\$5,888.00
34917	07/29/2016	TKW CONSULTING ENGINEERS, INC.	CHK	CLR	\$5,857.92
34955	08/11/2016	BENCHMARK ENVIROANALYTICAL INC	CHK	CLR	\$5,661.35
34884	07/29/2016	ATKINS NORTH AMERICA, INC.	CHK	CLR	\$5,316.88
CONTRIB81916	08/19/2016	Valic	CHK	CLR	\$5,229.41
CONTR8/5/16	08/05/2016	Valic	CHK	CLR	\$5,102.52
CONTR72216	07/22/2016	Valic	CHK	CLR	\$5,085.55
7816CONT	07/08/2016	Valic	CHK	CLR	\$5,011.19
35049	08/24/2016	UNIVERSITY OF FLORIDA - FYCS	CHK	O/S	\$5,000.00
34866	07/29/2016	HACH COMPANY	CHK	CLR	\$4,834.34
34889	07/29/2016	CHARLOTTE COUNTY BCC - LANDFILL	CHK	CLR	\$4,816.05
35012	08/24/2016	GEOKON	CHK	O/S	\$4,723.13
35019	08/24/2016	ATKINS NORTH AMERICA, INC.	CHK	O/S	\$4,337.55
35023	08/24/2016	CHARLOTTE COUNTY BCC - LANDFILL	CHK	O/S	\$3,862.80
34825	07/14/2016	DIANE R. SALZ	CHK	CLR	\$3,750.00
34962	08/11/2016	DIANE R. SALZ	CHK	CLR	\$3,750.00
34841	07/14/2016	RAY PILON	CHK	CLR	\$3,750.00
34983	08/11/2016	RAY PILON	CHK	CLR	\$3,750.00
34809	07/14/2016	CUMMINS POWER SOUTH	CHK	CLR	\$3,616.58
35006	08/24/2016	SIEMENS INDUSTRY, INC.	CHK	O/S	\$3,580.36
34911	07/29/2016	ROGERS PETROLEUM, INC.	CHK	CLR	\$3,252.68
34979	08/11/2016	ISC SALES, INC.	CHK	CLR	\$3,048.10
34904	07/29/2016	KEETON'S OFFICE & ART SUPPLY	CHK	CLR	\$3,048.66
34943	08/11/2016	FEI-FT.MYERS WATERWORKS #127	CHK	CLR	\$2,999.00
34968	08/11/2016	AIRGAS SPECIALTY PRODUCTS	CHK	CLR	\$2,948.95
34846	07/14/2016	SOLARES CONTROLS	CHK	CLR	\$2,941.24
35043	08/24/2016	ROCTEST LTEE	CHK	O/S	\$2,900.00
34899	07/29/2016	AIRGAS SPECIALTY PRODUCTS	CHK	CLR	\$2,869.28
34807	07/14/2016	TRANSCAT, INC.	CHK	CLR	\$2,835.04
34877	07/29/2016	HUDSON PUMP	CHK	CLR	\$2,786.14
34870	07/29/2016	BUSINESS CARD	CHK	CLR	\$2,724.35
34952	08/11/2016	ARGILA ENTERPRISES, INC.	CHK	CLR	\$2,700.00
34873	07/29/2016	FLUID CONTROL SPECIALTIES, INC.	CHK	CLR	\$2,635.00
34950	08/11/2016	ALLIED ELECTRONICS, INC.	CHK	CLR	\$2,604.76
34844	07/14/2016	SHEARER CONSULTING INC.	CHK	CLR	\$2,500.00
34985	08/11/2016	SHEARER CONSULTING INC.	CHK	CLR	\$2,500.00
34953	08/11/2016	B&D INDUSTRIAL	CHK	CLR	\$2,438.47
34799	07/14/2016	FISHER SCIENTIFIC	CHK	CLR	\$2,414.90
34848	07/14/2016	THE LAKE DOCTORS, INC.	CHK	CLR	\$2,400.00
34915	07/29/2016	SOLARES CONTROLS	CHK	CLR	\$2,369.10
34886	07/29/2016	BENCHMARK ENVIROANALYTICAL INC	CHK	CLR	\$2,354.05
34994	08/11/2016	WEST COAST MOWING	CHK	CLR	\$2,325.12
34801	07/14/2016	HACH COMPANY	CHK	CLR	\$2,272.10
34818	07/14/2016	ARGILA ENTERPRISES, INC.	CHK	CLR	\$2,250.00
34883	07/29/2016	ARGILA ENTERPRISES, INC.	CHK	CLR	\$2,250.00
34970	08/11/2016	INFAMATION TECHNOLOGIES GROUP	CHK	CLR	\$2,200.00
35041	08/24/2016	DEX IMAGING	CHK	O/S	\$1,987.80
34927	08/11/2016	MSC INDUSTRIAL SUPPLY CO.	CHK	CLR	\$1,965.59
34893	07/29/2016	DESOTO COUNTY WATER UTILITY	CHK	CLR	\$1,950.18
34815	07/14/2016	ALLIED ELECTRONICS, INC.	CHK	CLR	\$1,942.50
34813	07/14/2016	VOYAGER FLEET SYSTEMS, INC.	CHK	CLR	\$1,917.43

# PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

## CHECK REGISTER: JULY & AUGUST 2016

By Amount Largest to Smallest

Bank Code:		PUBLIC FUNDS INTEREST CHECKING			Current Balance:	\$2,573,384.36
Document Number	Date	Payee Name / Description	Type	Status	Amount	
34937	08/11/2016	ANIXTER INC.	CHK	CLR	\$1,809.76	
35035	08/24/2016	KEETON'S OFFICE & ART SUPPLY	CHK	O/S	\$1,808.15	
34898	07/29/2016	GOODYEAR AUTO SERVICE CENTER	CHK	CLR	\$1,746.28	
34803	07/14/2016	MCMASTER-CARR SUPPLY CO	CHK	CLR	\$1,741.24	
34942	08/11/2016	FENDER'S TIRE & BATTERY INC.	CHK	CLR	\$1,684.50	
34947	08/11/2016	VOYAGER FLEET SYSTEMS, INC.	CHK	CLR	\$1,681.62	
34868	07/29/2016	BUSINESS CARD	CHK	CLR	\$1,634.59	
34812	07/14/2016	GRAINGER	CHK	CLR	\$1,524.30	
34876	07/29/2016	BUSINESS CARD	CHK	CLR	\$1,502.78	
34897	07/29/2016	FSC CONTINUING DISCLOSURE SERVI	CHK	CLR	\$1,500.00	
34880	07/29/2016	CENTURYLINK	CHK	CLR	\$1,497.90	
34855	07/29/2016	MSC INDUSTRIAL SUPPLY CO.	CHK	CLR	\$1,488.98	
34865	07/29/2016	BOB DEAN SUPPLY INC	CHK	CLR	\$1,448.00	
34869	07/29/2016	HOME DEPOT	CHK	CLR	\$1,417.00	
34941	08/11/2016	YSI INCORPORATED	CHK	CLR	\$1,380.00	
34987	08/11/2016	SOLARES CONTROLS	CHK	CLR	\$1,372.01	
34924	08/11/2016	WATER TREATMENT & CONTROLS CO.	CHK	CLR	\$1,354.95	
34849	07/14/2016	TRINOVA-FLORIDA	CHK	CLR	\$1,327.83	
35047	08/24/2016	STANTEC CONSULTING SERVICES INC	CHK	O/S	\$1,282.50	
34974	08/11/2016	JOHNSON ENGINEERING, INC.	CHK	CLR	\$1,277.50	
34811	07/14/2016	AWC, INC.	CHK	CLR	\$1,250.00	
34863	07/29/2016	FISHER SCIENTIFIC	CHK	CLR	\$1,226.88	
34834	07/14/2016	MCNICHOLS CO.	CHK	CLR	\$1,221.52	
34919	07/29/2016	U.S. BANK EQUIPMENT FINANCE	CHK	CLR	\$1,193.00	
34984	08/11/2016	FLUID CONTROL SPECIALTIES, INC.	CHK	CLR	\$1,181.48	
34905	07/29/2016	KING ENGINEERING ASSOCIATES INC.	CHK	CLR	\$1,140.14	
34977	08/11/2016	MCDADE WATERWORKS INC	CHK	CLR	\$1,105.00	
35014	08/24/2016	GRAINGER	CHK	O/S	\$1,062.52	
34788	07/14/2016	MSC INDUSTRIAL SUPPLY CO.	CHK	CLR	\$1,027.72	
34989	08/11/2016	SUPER T	CHK	CLR	\$1,009.84	
34903	07/29/2016	JOHNSON ENGINEERING, INC.	CHK	CLR	\$1,007.50	
35024	08/24/2016	CLEAVELAND/PRICE INC.	CHK	O/S	\$1,000.03	
34872	07/29/2016	GRAYBAR	CHK	CLR	\$997.99	
34845	07/14/2016	STATE OF FLORIDA DISBURSEMENT U	CHK	CLR	\$993.06	
34914	07/29/2016	STATE OF FLORIDA DISBURSEMENT U	CHK	CLR	\$993.06	
34986	08/11/2016	STATE OF FLORIDA DISBURSEMENT U	CHK	CLR	\$993.06	
35045	08/24/2016	STATE OF FLORIDA DISBURSEMENT U	CHK	O/S	\$993.06	
34786	07/14/2016	PRO-CHEM INC.	CHK	CLR	\$950.14	
35002	08/24/2016	HACH COMPANY	CHK	O/S	\$929.57	
35011	08/24/2016	BUSINESS CARD	CHK	O/S	\$919.34	
35001	08/24/2016	ANIXTER INC.	CHK	O/S	\$893.88	
35016	08/24/2016	ADECCO EMPLOYMENT SERVICES	CHK	O/S	\$883.20	
35004	08/24/2016	HOME DEPOT	CHK	O/S	\$851.55	
34832	07/14/2016	KEETON'S OFFICE & ART SUPPLY	CHK	CLR	\$814.04	
34916	07/29/2016	TEST GAUGE AND BACKFLOW SUPPLY	CHK	CLR	\$804.99	
34853	07/14/2016	WINDEMULLER TECHNICAL SERVICES	CHK	CLR	\$800.00	
34831	07/14/2016	JET AUTO SERVICE	CHK	CLR	\$791.50	
34854	07/29/2016	PRO-CHEM INC.	CHK	CLR	\$774.91	
34913	07/29/2016	RAPID SECURITY SOLUTIONS, LLC	CHK	CLR	\$761.46	
34879	07/29/2016	USA BLUEBOOK	CHK	CLR	\$751.56	
34935	08/11/2016	WOMACK SANITATION INC.	CHK	CLR	\$750.00	
34949	08/11/2016	ADECCO EMPLOYMENT SERVICES	CHK	CLR	\$716.64	
35020	08/24/2016	AWWA	CHK	O/S	\$716.00	
34928	08/11/2016	CINTAS	CHK	CLR	\$706.92	

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Document Number	Date	Payee Name / Description	Type	Status	Amount
35044	08/24/2016	RAPID SECURITY SOLUTIONS, LLC	CHK	O/S	\$704.97
34792	07/14/2016	RYAN HERCO PRODUCTS CORP.	CHK	CLR	\$661.24
35000	08/24/2016	FISHER SCIENTIFIC	CHK	O/S	\$635.30
35046	08/24/2016	SMITH RANCH & GARDEN, INC.	CHK	O/S	\$599.20
34956	08/11/2016	BUFFALO GRAFFIX	CHK	CLR	\$595.00
34940	08/11/2016	HOME DEPOT	CHK	CLR	\$583.99
34944	08/11/2016	SARASOTA HERALD TRIBUNE	CHK	CLR	\$583.00
34806	07/14/2016	FEI-FT.MYERS WATERWORKS #127	CHK	CLR	\$573.56
35008	08/24/2016	SARASOTA HERALD TRIBUNE	CHK	O/S	\$561.00
34820	07/14/2016	BENCHMARK ENVIROANALYTICAL INC	CHK	CLR	\$560.95
34951	08/11/2016	AGILENT TECHNOLOGIES, INC.	CHK	CLR	\$526.72
34830	07/14/2016	JAN-PRO CLEANING SYSTEMS OF SW	CHK	CLR	\$495.00
34972	08/11/2016	JAN-PRO CLEANING SYSTEMS OF SW	CHK	CLR	\$495.00
34804	07/14/2016	HOME DEPOT	CHK	CLR	\$450.73
34925	08/11/2016	CIMTEC AUTOMATION, LLC	CHK	CLR	\$441.37
34946	08/11/2016	CUMMINS POWER SOUTH	CHK	CLR	\$415.00
34918	07/29/2016	UPS	CHK	CLR	\$408.23
34817	07/14/2016	ANDREW KOLBENSCHLAG	CHK	CLR	\$395.00
34945	08/11/2016	EUROFINS EATON ANALYTICAL, INC.	CHK	CLR	\$395.00
35015	08/24/2016	CENTURYLINK	CHK	O/S	\$376.25
34814	07/14/2016	CENTURYLINK	CHK	CLR	\$372.00
34875	07/29/2016	BUSINESS CARD	CHK	CLR	\$370.94
34936	08/11/2016	FISHER SCIENTIFIC	CHK	CLR	\$370.22
34857	07/29/2016	ROSS VALVE MANUFACTURING CO	CHK	CLR	\$363.21
34932	08/11/2016	THE SUN	CHK	CLR	\$353.00
34984	08/11/2016	PUBLIC RISK INSURANCE AGENCY	CHK	CLR	\$348.00
34997	08/24/2016	THE SUN	CHK	O/S	\$333.65
34966	08/11/2016	FLORIDA WATER RESOURCES JOURN	CHK	CLR	\$320.00
34802	07/14/2016	KINGSWAY ACE HARDWARE	CHK	CLR	\$317.16
35003	08/24/2016	BUSINESS CARD	CHK	O/S	\$311.89
34793	07/14/2016	AA ELECTRIC SE INC.	CHK	CLR	\$307.36
34973	08/11/2016	JET AUTO SERVICE	CHK	CLR	\$306.80
35050	08/24/2016	UPS	CHK	O/S	\$306.73
34798	07/14/2016	WOMACK SANITATION INC.	CHK	CLR	\$298.00
34851	07/14/2016	U.S. BANK EQUIPMENT FINANCE	CHK	CLR	\$288.96
34892	08/11/2016	U.S. BANK EQUIPMENT FINANCE	CHK	CLR	\$288.96
34967	08/11/2016	GOODYEAR AUTO SERVICE CENTER	CHK	CLR	\$282.58
34823	07/14/2016	DONALD MORTON	CHK	CLR	\$275.00
34808	07/14/2016	GRAYBAR	CHK	CLR	\$273.31
34791	07/14/2016	DMS-FINANCIAL MGMT SERVICES	CHK	CLR	\$266.17
35010	08/24/2016	BUSINESS CARD	CHK	O/S	\$263.29
34867	07/29/2016	KINGSWAY ACE HARDWARE	CHK	CLR	\$258.07
34787	07/14/2016	BLUSITE SOLUTIONS OF SOUTHWEST	CHK	CLR	\$258.00
34926	08/11/2016	BLUSITE SOLUTIONS OF SOUTHWEST	CHK	CLR	\$258.00
34829	07/14/2016	JAN-PRO OF MANASOTA	CHK	CLR	\$249.00
34971	08/11/2016	JAN-PRO OF MANASOTA	CHK	CLR	\$249.00
35026	08/24/2016	DESOTO AUTOMOTIVE ENTERPRISES I	CHK	O/S	\$235.13
34833	07/14/2016	LINDA STEWART	CHK	CLR	\$231.66
34842	07/14/2016	PATRICK J LEHMAN	CHK	CLR	\$228.00
35007	08/24/2016	FEI-FT.MYERS WATERWORKS #127	CHK	O/S	\$224.00
34789	07/14/2016	CINTAS	CHK	CLR	\$219.56
34827	07/14/2016	FRONTIER COMMUNICATIONS	CHK	CLR	\$214.99
34965	08/11/2016	FRONTIER COMMUNICATIONS	CHK	CLR	\$214.99
34816	07/14/2016	ALL FLORIDA WATER-TAMPA	CHK	CLR	\$211.58



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35017	08/24/2016	ALL FLORIDA WATER-TAMPA	CHK	O/S	\$211.58	
34856	07/29/2016	DMS-FINANCIAL MGMT SERVICES	CHK	CLR	\$204.75	
34901	07/29/2016	ISA	CHK	CLR	\$200.00	
34810	07/14/2016	TOTALFUNDS BY HASLER	CHK	CLR	\$200.00	
34871	07/29/2016	SARASOTA HERALD TRIBUNE	CHK	CLR	\$198.42	
34800	07/14/2016	ANIXTER INC.	CHK	CLR	\$198.03	
34990	08/11/2016	TRACTOR SUPPLY COMPANY	CHK	CLR	\$195.97	
34934	08/11/2016	AIRGAS USA, LLC	CHK	CLR	\$184.45	
34790	07/14/2016	TRULY NOLEN BRANCH 079	CHK	CLR	\$178.00	
34959	08/11/2016	CHARLOTTE PLUMBING K & BATH INC.	CHK	CLR	\$165.00	
34862	07/29/2016	DO-ALL RENTAL INC.	CHK	CLR	\$154.00	
34939	08/11/2016	KINGSWAY ACE HARDWARE	CHK	CLR	\$135.90	
34930	08/11/2016	AA ELECTRIC SE INC.	CHK	CLR	\$133.76	
34960	08/11/2016	DOMINION EXTERMINATORS	CHK	O/S	\$130.00	
34860	07/29/2016	THE SUN	CHK	CLR	\$128.70	
34938	08/11/2016	HACH COMPANY	CHK	CLR	\$113.00	
34878	07/29/2016	SAM'S CLUB	CHK	CLR	\$107.88	
34850	07/14/2016	UPS	CHK	CLR	\$100.14	
34864	07/29/2016	PAGE MECHANICAL GROUP, INC.	CHK	CLR	\$88.50	
35037	08/24/2016	KEVIN MORRIS	CHK	O/S	\$84.14	
34874	07/29/2016	QUALITY STARTER & ALT SER INC.	CHK	CLR	\$81.45	
35013	08/24/2016	SAM'S CLUB	CHK	O/S	\$79.83	
34861	07/29/2016	FEDERAL EXPRESS	CHK	CLR	\$79.66	
35018	08/24/2016	ARCADIAN	CHK	O/S	\$77.22	
35048	08/24/2016	TRACTOR SUPPLY COMPANY	CHK	O/S	\$74.94	
35009	08/24/2016	GRAYBAR	CHK	O/S	\$73.35	
34961	08/11/2016	Doug Morton	CHK	O/S	\$68.00	
34929	08/11/2016	DMS-FINANCIAL MGMT SERVICES	CHK	CLR	\$67.23	
35021	08/24/2016	HELLING - BATTERIES PLUS	CHK	O/S	\$58.66	
34933	08/11/2016	FEDERAL EXPRESS	CHK	CLR	\$49.98	
35025	08/24/2016	COMPLIANCE SIGNS	CHK	O/S	\$41.00	
34882	07/29/2016	ADVANTAGE CARE INC.	CHK	CLR	\$40.00	
34843	07/14/2016	SUNSHINE STATE ONE CALL OF FL, IN	CHK	CLR	\$36.32	
35040	08/24/2016	SUNSHINE STATE ONE CALL OF FL, IN	CHK	O/S	\$36.32	
35036	08/24/2016	LINDA BURKE	CHK	O/S	\$32.40	
34885	07/29/2016	BILL'S BOTTLED WATER SERVICE	CHK	CLR	\$30.75	
34881	07/29/2016	FLORIDA DEPARTMENT OF STATE	CHK	CLR	\$30.66	
34948	08/11/2016	FLORIDA DEPARTMENT OF STATE	CHK	CLR	\$30.66	
34819	07/14/2016	HELLING - BATTERIES PLUS	CHK	CLR	\$29.79	
34954	08/11/2016	BILL'S BOTTLED WATER SERVICE	CHK	CLR	\$27.00	
34847	07/14/2016	THE SHIPPING POST	CHK	CLR	\$25.97	
34988	08/11/2016	THE SHIPPING POST	CHK	CLR	\$25.97	
34998	08/24/2016	FEDERAL EXPRESS	CHK	O/S	\$24.98	
34796	07/14/2016	FEDERAL EXPRESS	CHK	CLR	\$24.07	
34999	08/24/2016	AIRGAS USA, LLC	CHK	O/S	\$21.45	
34797	07/14/2016	AIRGAS USA, LLC	CHK	CLR	\$19.80	
34991	08/11/2016	UPS	CHK	CLR	\$16.55	
34826	07/14/2016	FLORIDA DEPT OF TRANSPORTATION	CHK	CLR	\$15.35	
35005	08/24/2016	BUSINESS CARD	CHK	O/S	\$10.92	
34858	07/29/2016	ALLIED UNIVERSAL CORP.	CHK	VOID	\$0.00	
34995	08/24/2016	ALLIED UNIVERSAL CORP.	CHK	VOID	\$0.00	
34838	07/14/2016	C & S CHEMICALS INC.	CHK	VOID	\$0.00	
34839	07/14/2016	C & S CHEMICALS INC.	CHK	VOID	\$0.00	
34908	07/29/2016	C & S CHEMICALS INC.	CHK	VOID	\$0.00	

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY****CHECK REGISTER: JULY & AUGUST 2016****By Amount Largest to Smallest****Bank Code:** PUBLIC FUNDS INTEREST CHECKING **Current Balance:** \$2,573,384.36

Document Number	Date	Payee Name / Description	Type	Status	Amount
34909	07/29/2016	C & S CHEMICALS INC.	CHK	VOID	\$0.00
34980	08/11/2016	C & S CHEMICALS INC.	CHK	VOID	\$0.00
34981	08/11/2016	C & S CHEMICALS INC.	CHK	VOID	\$0.00
35038	08/24/2016	C & S CHEMICALS INC.	CHK	VOID	\$0.00
<b>Check Total</b>					<b>\$2,683,943.83</b>

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY****CHECK REGISTER: JULY & AUGUST 2016**

<b>Bank Code:</b>		<b>REGIONAL EXPANSION CONSTRUCTION</b>			<b>Current Balance:</b>	<b>\$819,006.04</b>
<b>Document Number</b>	<b>Date</b>	<b>Payee Name / Description</b>	<b>Type</b>	<b>Status</b>	<b>Amount</b>	
2302	07/01/2016	KING ENGINEERING ASSOCIATES INC	CHK	CLR	\$73,153.55	
2303	07/29/2016	KING ENGINEERING ASSOCIATES INC	CHK	CLR	\$88,610.21	
2304	08/25/2016	KING ENGINEERING ASSOCIATES INC	CHK	O/S	\$137,250.49	
<b>Check Total</b>					<b>\$299,014.25</b>	

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY****CHECK REGISTER: JULY & AUGUST 2016****Alphabetically by Vendor**

<b>Bank Code:</b>		<b>REGIONAL EXPANSION CONSTRUCTION</b>			<b>Current Balance:</b>	<b>\$819,006.04</b>
<b>Document Number</b>	<b>Date</b>	<b>Payee Name / Description</b>	<b>Type</b>	<b>Status</b>	<b>Amount</b>	
2302	07/01/2016	KING ENGINEERING ASSOCIATES INC	CHK	CLR	\$73,153.59	
2303	07/29/2016	KING ENGINEERING ASSOCIATES INC	CHK	CLR	\$88,610.21	
2304	08/25/2016	KING ENGINEERING ASSOCIATES INC	CHK	O/S	\$137,250.49	
<b>Check Total</b>					<b>\$299,014.25</b>	

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY****CHECK REGISTER: JULY & AUGUST 2016****By Amount Largest to Smallest**

<b>Bank Code:</b>		<b>REGIONAL EXPANSION CONSTRUCTION</b>			<b>Current Balance:</b>	<b>\$819,006.04</b>
<b>Document Number</b>	<b>Date</b>	<b>Payee Name / Description</b>	<b>Type</b>	<b>Status</b>	<b>Amount</b>	
2304	06/25/2016	KING ENGINEERING ASSOCIATES INC	CHK	O/S	\$137,250.49	
2303	07/29/2016	KING ENGINEERING ASSOCIATES INC	CHK	CLR	\$88,610.21	
2302	07/01/2016	KING ENGINEERING ASSOCIATES INC	CHK	CLR	\$73,153.55	
<b>Check Total</b>					<b>\$299,014.25</b>	

***PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY  
BOARD OF DIRECTORS MEETING  
October 5, 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:** October 5, 2016

**Prepared by:** Ford Ritz, P.E., Project Engineer

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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 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).

In 2006 the Authority completed a Regional Integrated Loop System Feasibility/Routing Study for proposed Regional Transmission Mains including the Phase 1 Interconnect. As currently envisioned, per the 2006 Recommended Route, 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 a Public Information Meeting was held in Punta Gorda on August 11, 2016. Three potential routes for the Phase 1 Interconnect were shown and discussed with the attendees. On August 17, 2016 an Operations Coordination Meeting was held with the City of Punta Gorda to discuss operations, meter configurations and instrumentation, and connection points for the Phase 1 Interconnect at the Shell Creek Water Treatment Plant. On September 15, 2016 an Operations Coordination Meeting was held with Desoto County to discuss future operations at the County's Project Prairie facility.

The Authority is currently reviewing draft sections of the Basis of Design report. King Engineering Associates continues to evaluate pipeline routes, and develop preliminary design requirements.



## **Project History Briefing**

**Project:** Regional Integrated Loop System Phase 1 Interconnect Pipeline Project  
[U.S. 17 to Punta Gorda]

**Date:** October 5, 2016

**Prepared by:** Ford Ritz, P.E., Project Engineer

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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.
- Sept. 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 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 \$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.

- June/July 2016 On June 23, 2016, a Project Progress Meeting was held. The meeting was attended by the City of Punta Gorda, Desoto County, SWFWMD, King and Authority staff. Items discussed included:

1. Status of Preliminary Engineering Effort
2. Pipeline Hydraulics, including City, and County demands and delivery points. An interim connection at Shell Creek was discussed since the Phase 1 Interconnect is scheduled to be completed prior to the Shell Creek RO Facility.
3. Status of Route Evaluations; discussions focused on Phase 1 Interconnect Routes evaluated in the 2006 Routing Study (4-Routes) and a new Route 5, per King.
4. Discussions/concerns regarding the Hendrickson Dam

embankments, including embankment geotechnical issues that occurred during the 2009 Dam Improvements Project.

5. Pros and cons for pipe crossing methods/locations @ Shell Creek.
6. Land Requirements for the new Route 5 (west of the Hendrickson Dam) adjacent to the FPL ROW.
7. Next period King will complete the Route Evaluation which includes re-evaluation of 4-routes from the 2006 Regional Integrated Loop System Feasibility/Routing Study and Route-5 per King.
8. A Public Meeting for the Phase 1 Interconnect will be schedule in early August.
9. Development of the Basis of Design Report by King is on schedule and on budget.

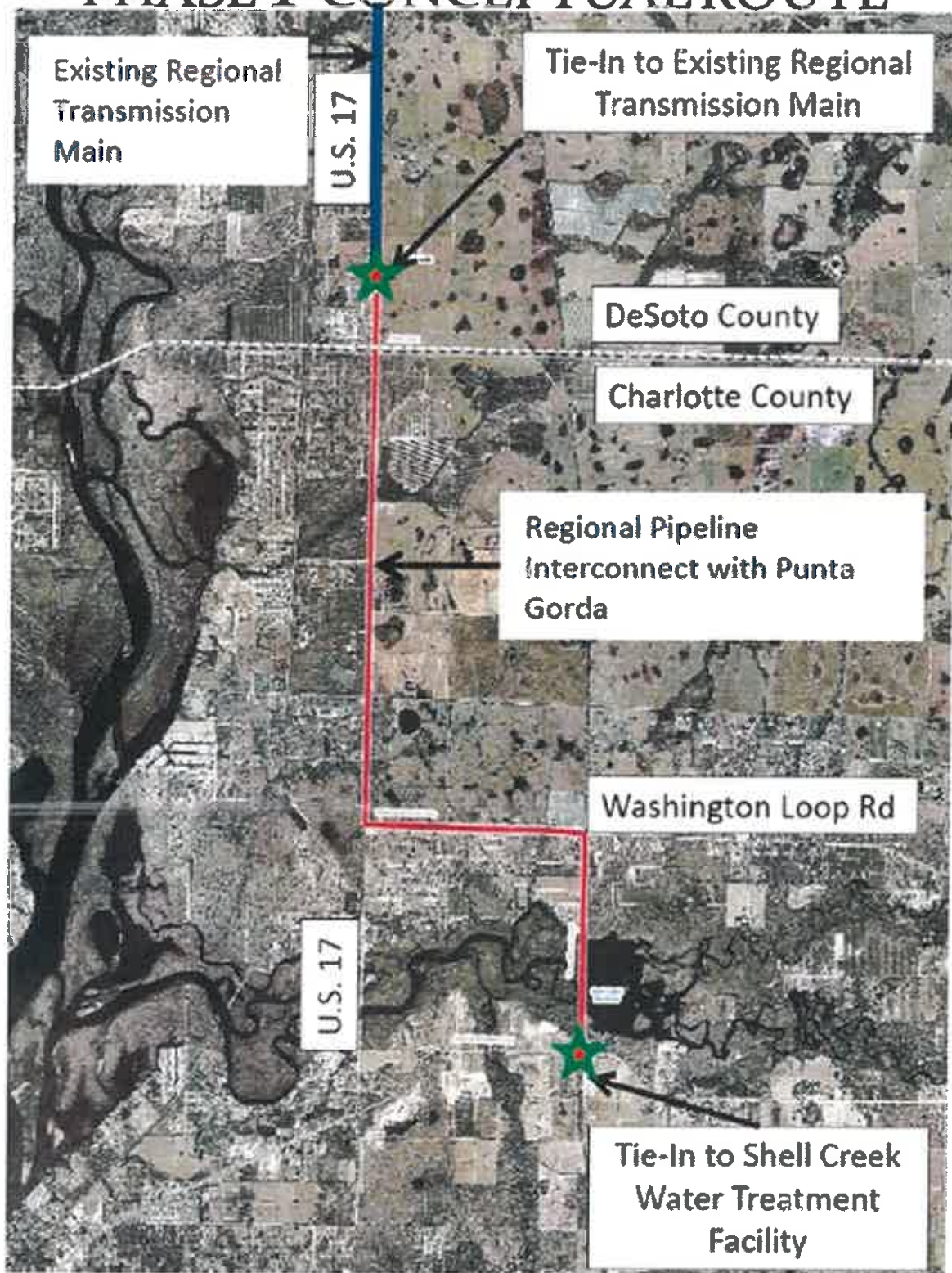
- August/Sept. 2016 On August 11, 2016, a Project Information Meeting was held at the Laishley Park Municipal Marina in Punta Gorda from 6:00pm to 8:00pm. In addition to private citizens, the meeting was attended by the City of Punta Gorda, Charlotte County, SWFWMD, King and Authority staff. Three potential routes were shown on poster boards and discussed with attendees. Private citizens were provided with comment cards and asked to provide a preference ranking of the routes. Poster boards regarding, how the Phase 1 pipeline fits into the Authority's Regional Vision for transmission mains to interconnect water treatment plants, project goals, funding sources, construction methods for crossing Shell Creek and Schedule were also shown and discussed with attendees. The Project Information Meeting was advertised in local papers and over 250 letters of invitation were sent out to residents and businesses along prospective routes, and to Local and State government officials.

On August 17, 2016 an Operations Coordination Meeting was held with the City of Punta Gorda to discuss operations, meter configurations and instrumentation, residuals and connection points for the Phase 1 Interconnect at the Shell Creek Water Treatment Plant. Much of the meeting focused on interim operation of the Phase 1 Interconnect prior to the City's Reverse Osmosis Treatment Plant coming on line. The meeting was attended by King, City and Authority staff.

On September 15, 2016 an Operations Coordination Meeting was held with Desoto County to review the status of the Phase 1 Project with the County and to discuss future operations, meter configurations, instrumentation and connection points for the Phase 1 Interconnect at the County's Project Prairie facility.

The Authority is currently reviewing draft sections of the Basis of Design report. King Engineering Associates continues to evaluate pipeline routes, and develop preliminary design requirements and Opinion of Probable Construction Costs for each prospective pipeline route.

# PHASE 1 CONCEPTUAL ROUTE



***PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY  
BOARD OF DIRECTORS MEETING  
October 5, 2016***

**ROUTINE STATUS REPORTS  
ITEM 4**

**Regional Integrated Loop System  
Phase 3B Interconnect [Preymore Interconnect to Clark Road]**

## **Project History Briefing**

**Project:** Phase 3B Regional Interconnect Pipeline Project

**Date:** October 5, 2016

**Prepared by:** Kevin Morris - Science and Technology Officer

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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 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.

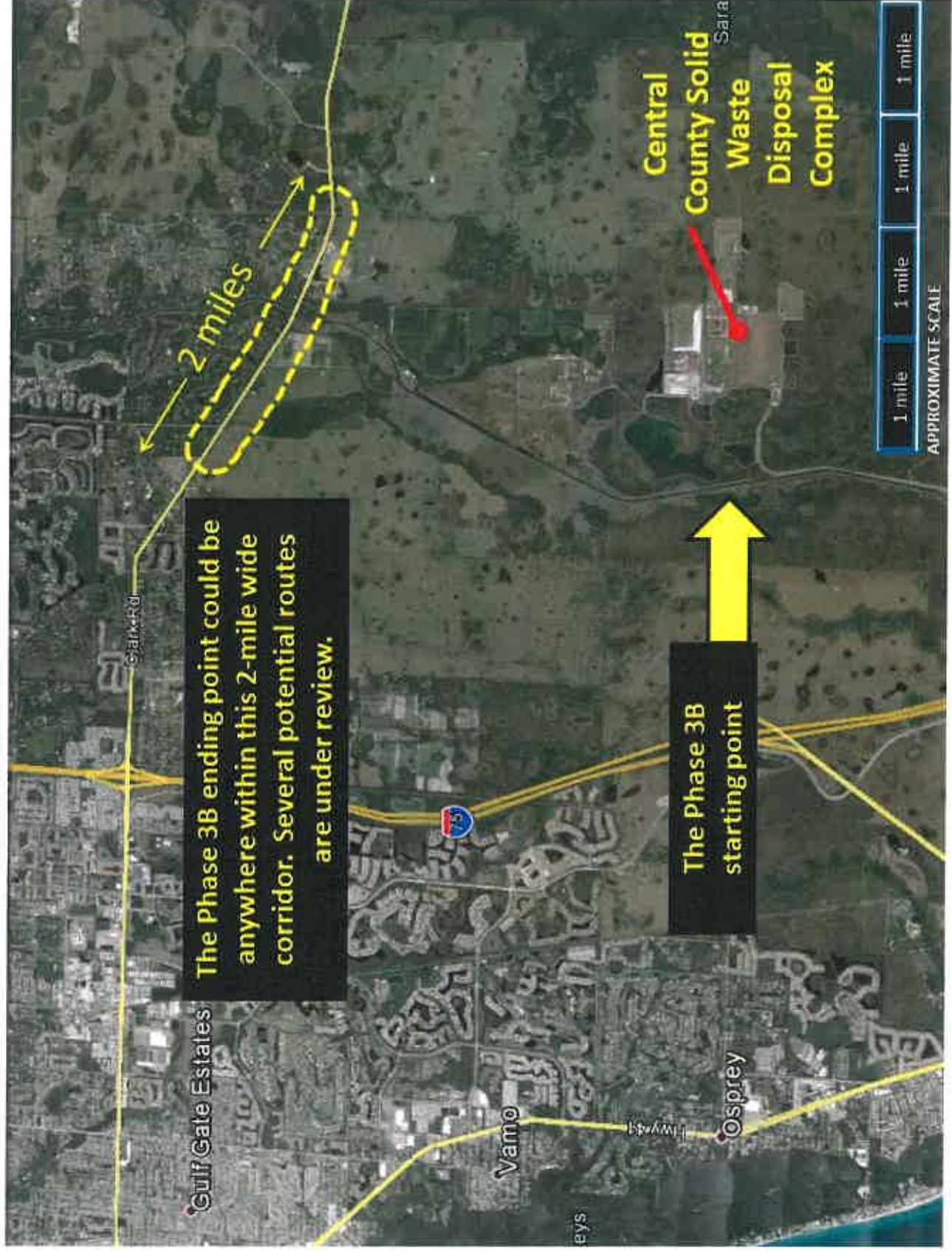
- February 25, 2016 Draft of Interlocal Agreement as required by the MWSC for the Phase 3B Regional Interconnect Project between the Authority and Sarasota County distributed to key County staff for review and comment.
- February 29, 2016 Project meeting conducted with Sarasota County Utilities Water 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.
- June 20, 2016 Project meeting with Sarasota County staff including staff from King Engineering Associates Inc., the Authority and SWFWMD staff at Sarasota County BOB building. The group discussed potential pipeline corridors and the project team elicited County input on suitability of corridors north of SR 72 (Clark Road). Although the Phase 3B project does not currently extend northward of Clark road at this time, where Phase 3B gets installed will greatly influence the routing for future Phase 3C anticipated sometime after the year 2022. County staff expressed a preference for routes further east, away from existing development where there are fewer existing encumbrances. Many of the eastward routes under consideration also would likely involve lower land acquisition costs since the County owns much of the land along those potential routes. The Project team also discussed conceptual level costs.
- June 21, 2016 Amendment No. 1 was issued to King Engineering for Work Order No. 1 to fund an effort behind identifying potential parcels for a Phase 3C pump station in the vicinity of Fruitville and Lorraine Roads. Although this pump station will not be constructed as a part of Phase 3B, it was deemed prudent to start the search activity now while vacant, undeveloped lands were still available in that region. This effort will only identify suitably sized parcels, it does not include contacting landowners to assess their willingness to sell not real estate negotiations. This work was funded using \$24,849 of the Owner's Contingency Allowance.
- August 2, 2016 Met with a property owner along one of the potential routes to discuss potential easement acquisition: Roman Catholic Diocese of Venice.
- August 16, 2016 Met with a property owner along one of the potential routes to discuss potential easement acquisition: LT Partners, LLLP.
- August 16, 2016 Met with a property owner along one of the potential routes to discuss potential easement acquisition: Mrs. Hawkins.

- September 6, 2016 Presented summary of potential Phase 3B pipelines routes and discussed selection criteria and weighting factors with Sarasota County staff. At this point all of the environmental assessments have been completed including wetland assessments, protected species reviews, floodplain issues and soils reviews. In addition, all potentially affected private property owners along the routes have been contacted regarding acquisition of easements and that feedback was shared with County staff. King Engineering indicated route selection would be completed within the next 2 weeks and the draft Basis of Design Report was tentatively planned for completion by the end of the month.

Finally, the effort to conceptually lay out a future Phase 3C pump station and identify suitable parcels for acquisition was completed and staff was briefed on those findings and recommendations.

- September 8, 2016 Provided electronic copy of Pump Station Siting Memorandum to County staff for review.



***PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY  
BOARD OF DIRECTORS MEETING  
October 5, 2016***

**ROUTINE STATUS REPORTS  
ITEM 5**

**Peace River Basin Report**

**MEMORANDUM**

**TO:** Board Members and Pat Lehman  
**FROM:** Doug Manson, Laura Donaldson and Paria Shirzadi  
**RE:** Peace River Basin Report  
**DATE:** September 15, 2016

U.S. Agri-Chemicals Corporation - Bartow Complex

On March 4, 2016, U.S. Agri-Chemicals Corporation ("USAC") applied to DEP for a renewal permit (Permit No. FL0001961) to continue closure and maintenance activities at the existing Bartow Complex. USAC provided additional information in support of its application pursuant to DEP's requests, with the last information submittal received on August 15, 2016. Previously, this facility was operated as a phosphate fertilizer manufacturing plant and was permanently closed in November 2005 when all manufacturing operations ceased. Remnant wastewater from the closed site is treated prior to discharging through Outfall D-001 to Bear Branch, and then to Peace River. On August 19, 2016, DEP issued a Notice of Draft Permit for USAC Permit No. FL0001961. The permit is accompanied by Administrative Order AO-01PM16 that includes provisions to address the numeric nutrient criteria requirements.

The facility is located at 25559 Hwy 60 W, Bartow, Florida 33830, in Polk County.

Mosaic Fertilizer, LLC- Bartow Chemical Plant

On August 25, 2016, DEP issued a Notice of Permit Revision (Permit No. FL0001589) for Mosaic Fertilizer, LLC's Bartow Chemical Plant, located in Polk County. The permit



Integrity. Intelligence. Diligence.

authorizes the continued operation of the Bartow Chemical Complex, South Phosphogypsum Stack ("SGS") system, process water treatment pond system, Type III extended aeration sewage treatment plant, and construction activities related to lining of the SGS system for closure and vertical expansion. This permit approval includes the following two permit modifications: Project Number 019 for the installation of a liner in the West Relief Ditch, a previously unlined process water containment area, and Project Number 020 for an extended Horizontal Zone of Discharge to the east as defined in the groundwater section of the permit. The Notice of Permit Revision states that the scope of this project will not affect the surface water discharge quality or quantity, nor change any effluent limitations or monitoring requirements for the surface water discharges as authorized by NPDES Permit No. FL00101589.

Preferred Materials, Inc. - Conrad Mine

On August 9, 2016, DEP's Mining and Mitigation Program received engineering review comments from the Engineering, Hydrology and Geology Program regarding Preferred Material, Inc.'s Environmental Resource Permit Modification Application (ERP No. MMR 0288964-005) for Conrad Mine. The comments requested additional information regarding the construction schedule and plans, stormwater management and wetland impacts. On August 17, 2016, DEP's Mining and Mitigation Program also received hydrological review comments from the Engineering, Hydrology and Geology Program regarding Preferred Material, Inc.'s Environmental Resource Permit Modification Application (ERP No. MMR 0288964-003) for Conrad Mine. The comments requested additional information regarding the project acreage, stormwater volume changes, stormwater management, BMPs for water quality control, secondary impacts from the proposed temporary wetland crossing, and the duration of the



temporary canal. Conrad Mine is located in Polk County.

Mosaic Fertilizer, LLC- South Fort Meade Mine

On August 11, 2016, a Notice of Permit Revision (No. FL0037958-018) by DEP was published in The Herald-Advocate newspaper, giving notice of a major permit revision (Permit No. FL0037958) for the construction of a new 382 acre waste clay settling area designated SFM-9 at the Mosaic Fertilizer, LLC South Fort Meade Mine, located in Polk and Hardee Counties. The permit revision incorporates three additional outfalls, D-002, D-003 and D-004, associated with the extension of mining activities south into Hardee County and the inclusion of additional properties purchased since 2012. The permit revision states that construction of the additional outfalls will reroute and distribute the existing discharge from Outfall D-001 through all four outfalls, thereby effectively maintaining the same discharge from the mine site as prior to the permit revision

On September 6, 2016, DEP received Mosaic Fertilizer, LLC's ("Mosaic") Response to DEP's First Request for Additional Information regarding its Environmental Resource Permit Modification Application No. 0221122-019 and Conceptual Reclamation Plan Modification MOS-SFMH-CPA, 0221122-020. These modifications propose a 395-acre infill parcel addition to Mosaic's South Fort Meade-Hardee County Mine Boundary, located in Hardee County. Mosaic's response provides the following clarifications or additional information: the number of jurisdictional acres proposed for impact is 47.1 acres; no physical work will occur in Little Charlie Creek; the application response has been expanded to provide to explain how the loss of existing habitats will be replaced and how adverse effects to the flow of water or erosion and to fishing and recreational values will be avoided; and the application response has been expanded

to provide to explain how adverse effects to the functions being provided by affected areas will be fully offset by the mitigation plan.

Mosaic Fertilizer, LLC- DeSoto Mine

On July 28, 2016, DEP issued a letter to Mosaic Fertilizer, LLC stating that, after a review of the additional information received from Mosaic on July 1, 2016, DEP has determined that Mosaic's Environmental Resource Application No. MMR\_331292-001 and Conceptual Reclamation Plan Application No. MMR\_331292-002, for its DeSoto Mine in DeSoto County, are complete as of July 1, 2016. Subsequently Mosaic agreed to an extension of the time period for DEP to review the applications, such that the agency action on the applications will now occur on September 30, 2016.

Mosaic Fertilizer, LLC- South Pasture Mine

On August 18, 2016, Mosaic Fertilizer, LLC submitted a request to DEP for a Minor Modification to Reclamation Parcel SP-DB-3 and modification to Reclamation Parcel SP-DB-5 for its South Pasture Mine located in Hardee County. The Minor Modifications propose changes to the reclamation parcel boundaries and land forms at the two parcels. The proposed changes to Parcel SP-DB-5 result in Parcel SP-DB-5 being revised to 58 acres and parcel SP-DB-5(A) being 18 acres. Parcel SP-DB-5(A) will be used to accommodate a future pipeline corridor. The proposed changes to SP-DB-3 revise it to being 48 acres and proposed parcel SP-DB-3(A) being 3 acres. Parcel SP-DB-3(A) will be used to accommodate a future pipeline corridor.

Mosaic Fertilizer, LLC- Wingate Creek Mine

On August 22, 2016, DEP received an email from Mosaic Fertilizer, LLC regarding its permit modification application for the abandonment of Wingate Creek Mine outfall D-001 in



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Manatee County. The email requests that, as part of the future abandonment, Mosaic would like to do the following two things during the interim if Wingate Creek back flows over the weir of D-001: 1) close off spillways 4 and 5 to contain the additional surface water from Wingate Creek entering their system and to allow Wingate Creek to go back over the weir; and 2) raise the weir on D-001 to the elevation of the berm to keep Wingate Creek from back flowing over the D-001. The email requests a field visit to discuss these two items with DEP.