

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
SUMMARY AGENDA
February 1, 2017 @ 9:30 a.m.**

Peace River Facility
Water Quality & Training Facility
8998 SW County Road 769 (Kings Highway), Arcadia, Florida

ALL MEETINGS ARE OPEN TO THE PUBLIC

Commissioner Christopher G. Constance, Charlotte County, Chairman
Commissioner Alan Maio, Sarasota County, Vice Chairman
Commissioner Elton A. Langford, DeSoto County
Commissioner Betsy Benac, Manatee County

CALL TO ORDER

INVOCATION

Commissioner Elton Langford

PRESENTATION OF THE COLORS 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.

ELECTION OF OFFICERS

Recommended Action -

Election of Officers

In accordance with the Interlocal Agreement creating the Authority, the Authority Board is to elect one Director as chairman and one Director as vice-chairman. The chairman is to be elected for the term of one year. There are no term limits and current officers are eligible for re-election. The officers elected to chairman and vice-chairman will assume the respective positions immediately following the election.

CONSENT AGENDA

1. Minutes of December 7, 2016 Board of Directors Meeting

Recommended Action -

Motion to approve minutes of December 7, 2016 Board of Directors meeting.

Draft minutes of the December 7, 2016 Board of Directors meeting are provided for Board approval.

2. Year-End Financial Status and Semi-Annual Investment Reports for FY 2016

Recommended Action -

Motion to receive and file 'Year-End Financial Status Report for FY 2016'.

Motion to receive and file 'Semi-Annual Investment Report' [September 30, 2016].

a. Receive and File Year-End Financial Status Report for FY 2016

Year-end Financial Status Report for FY 2016 is provided for the Board to receive and file.

b. Receive and File 'Semi-Annual Investment Report' [September 30, 2016]

'Semi-Annual Investment Report' [September 30, 2106] is provided for the Board to receive and file.

3. Property Insurance Renewal for Authority Facilities**Recommended Action -**

Motion to renew Peace River Facility Property Insurance with Starr Tech/ACE American for an annual premium of \$211,833 for the upcoming year (March 1, 2017 thru March 1, 2018).

The Authority's property insurance expires on March 1, 2017. Bids were received from firms for property insurance for the upcoming year. The Authority's independent insurance consultant, Brown & Brown - Public Risk Insurance Agency, reviewed the quotes and recommends renewal with the current insurer Starr Tech/ACE American. The annual premium for the upcoming year (March 1, 2017 thru March 1, 2018) is \$211,833 which is a 9.6% savings from last year's premium of \$234,370.

Funds are available in the FY 2017 budget for property insurance. Staff recommends approval of property insurance renewal with Starr Tech/ACE American for an annual premium of \$211,833.

4. Administrative Office Lease Renewal**Recommended Action -**

Motion to authorize Executive Director to renew lease for 9415 Town Center Parkway, Lakewood Ranch, Florida.

The lease for the Authority's administrative office in Lakewood Ranch expires on March 31, 2017. Pursuant to Section 1 of the lease dated September 20, 2011, the Authority has two 5-year options to renew the current lease at 95% of current market value. Susan Goldstein of Michael Saunders & Company Commercial Real Estate was engaged to perform a market value study for both lease and sale properties. Ms. Goldstein also investigated the availability of other properties that would be suitable for the Authority's administrative offices, but due to the size, moving expenses and significant build outs required for similar spaces, the recommendation was made to renew the current lease.

The Authority received the completed study in mid-December and per Ms. Goldstein's recommendation of a rental renewal of \$13.42/ft², the Landlord's agent, Ian Black Real Estate LLC was contacted. Negotiations were conducted with Ian Black Real Estate LLC and they have offered an annual rental amount of \$13.33/ft², with all other terms of the lease renewal remaining status quo, including common area maintenance costs as outlined in Section 12 of the Lease.

The Authority's Administrative office is strategically located with access to I-75 providing convenient accessibility to all our members, SWFWMD offices, banking facilities and other businesses utilized by

the administrative staff of the Authority. Staff recommends the Board authorize the Executive Director to enter into a 5-year lease renewal based on the letter of recommendation from Michael Sanders & Company and the Landlord's rental renewal offer of \$13.33/ft² (compared to the current lease of \$13.51/ft²).

5. Settlement Agreement and General Release (PRMRWSA and Former Employee)

Recommended Action - **Motion** to authorize Executive Director to execute Settlement Agreement and General Release negotiated by the Authority's insurance carrier with a former employee.

A Settlement Agreement and General Release with a former employee who has alleged improper employment termination has been negotiated by the Authority's insurance carrier Glatfelter. The Agreement provides a payment by the insurance company of \$5,000 (total) to the former employee and his/her legal representatives, with no admission of wrongdoing by either party, and also extinguishes all current and future claims by the employee regarding employment with, and termination of employment by the Authority.

It is estimated that costs to litigate this case and the related expenses, such as Authority staff time and effects on long-term insurance premiums would be significantly in excess of the settlement amount.

6. Letter of Appreciation to Michael Moran for Service on the SWFWMD Governing Board

Recommended Action - **Motion** for letter of appreciation to Michael Moran for service on the Southwest Florida Water Management District Governing Board.

Michael Moran served on the Governing Board of the Southwest Florida Water Management District from December 2013 through November 2016. Mr. Moran'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. Moran 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 January 18, 2017.

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

January Water Demand	28.11 MGD
January River Withdrawals	5.51 MGD
<u>Storage Volume:</u>	
Reservoirs	5.36 BG
ASR	<u>6.72 BG</u>
Total	12.08 BG

2. Receive and File ‘Peace River Manasota Regional Water Supply Authority FY 2016 Financial Statements and Independent Audit Report’

Recommended Action -

Motion to receive and file ‘Peace River Manasota Regional Water Supply Authority FY 2016 Financial Statements and Independent Audit Report’ as submitted by Purvis Gray & Company, pending the changes related to GASB 68.

The firm of Purvis Gray & Company completed the annual audit of the Authority’s financial records for the fiscal year ending September 30, 2016. There were no matters involving the internal control over financial reporting or significant deficiencies in operation noted in the audit that would be considered a material weakness.

Staff recommends the Board ‘receive and file’ the audited financial statements of the Authority for period ending September 30, 2016, pending the changes related to GASB 68.

3. Regional Integrated Loop System Phase 1 Interconnect Project [U.S. 17 to Punta Gorda]

Recommended Action -

Motion to receive and file ‘Regional Integrated Loop System Phase 1 Basis of Design Report’.

Motion to approve and authorize Executive Director to execute Work Order No. 2 ‘Phase 1 Interconnect Final Design, Permitting and Bid Phase Services’ to King Engineering Associates, Inc., for an amount not to exceed \$1,079,693.

a. Phase 1 Interconnect Project Update

This project consists of installation of approximately 6.3 miles of 24-inch diameter regional transmission main connecting the Authority’s DeSoto Regional Transmission pipeline on U.S. 17 near the Walmart Distribution Center, with the City of Punta Gorda Shell Creek Water Treatment Facility in Charlotte County. Project progress Report is attached.

b. Basis of Design Report – Receive and File

King Engineering completed Work Order No. 1 (Preliminary Engineering) for the Phase 1 Interconnect Project and the resulting Basis of Design Report (BODR) was discussed with the Board on December 7th. The BODR includes a recommended pipeline route, establishes project requirements (facility capacities, pipe sizes, etc.) and also included the Engineers Opinion of Probable Cost for the project of \$11,960,000

which is in line with the Project budget of \$12,000,000. Estimated Project completion is February 2020. Staff recommendation is for the Board to receive and file the *Regional Integrated Loop System Phase 1 Interconnect Project [U.S. 17 to Punta Gorda] Basis of Design Report* (report attached).

c. Work Order No. 2 ‘Phase 1 Interconnect Final Design, Permitting and Bid-Phase Services’ with King Engineering Associates, Inc.

Work Order No. 2 (WO No. 2) is for Final Design and Permitting Services for the Phase 1 Project. In conjunction with design and permitting efforts, surveying, corrosion control recommendations, geotechnical work, underground utility coordination, assistance in easement acquisition, and bidding services are also included. Proposed budget for WO No. 2 is \$1,079,693 which includes \$25,000 owner’s allowance for out-of-scope work as authorized by the Executive Director. The timeframe for completion of WO No. 2 is 23 months. Staff recommendation is to approve and authorize the Executive Director to execute Work Order No. 2.

4. Regional Integrated Loop System Phase 3B Interconnect Project [Preymore to SR 72/Clark Road]

Recommended Action -

Motion to receive and file draft ‘Regional Integrated Loop System Phase 3B Interconnect Basis of Design Report’.

Motion to approve and authorize Executive Director to execute Work Order No. 2 ‘Phase 3B Interconnect Final Design, Permitting and Bid Phase Services’ to King Engineering Associates, Inc., for an amount not to exceed \$1,090,391.

a. Phase 3B Interconnect Project Update

This project will install approximately 5 miles of 48-inch diameter regional transmission main extending the regional transmission system north from the Preymore Interconnect near the Sarasota County Municipal Solid Waste Facility to SR 72 (Clark Road).

b. Basis of Design Report

King Engineering completed Work Order No. 1 (Preliminary Engineering) for the Phase 3B Interconnect Project and the resulting Basis of Design Report (BODR) for the pipeline portion of the project. The draft BODR recommends a pipeline route and establishes project requirements (facility capacities, pipe sizes, environmental permitting, land requirements, etc.). It also includes the Engineers Opinion of Probable Cost for the pipeline portion of the project of \$16.4 million. Staff and the consultant will present the BODR as well as the recommendation to include a regional pumping station near the intersection of Fruitville and Lorraine Rd. as part of the project.

c. Work Order No. 2 ‘Phase 3B Interconnect Final Design, Permitting and Bid Phase Services’

Work Order No. 2 (WO No. 2) will include Final Design and Permitting Services for the Phase 3B Pipeline and preliminary engineering for a Regional Pump Station near the intersection of Fruitville and Lorraine Roads. In addition WO No. 2 includes surveying, corrosion control, geotechnical work, utility coordination, and bidding services, and Preliminary Design of a Regional Pumping Station. Proposed budget for WO No. 2 is \$1,090,391 inclusive of a \$50,000 Owner’s allowance for any unforeseen out-of-scope work. The timeframe for completion of this WO is 23 months. Staff recommendation is approval.

5. Strategic Plan Implementation Process

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

John Shearer is facilitating the Strategic Plan Implementation Process with the Administrators and Utility staffs. At the Authority's Board meeting on December 7, 2016, Mr. Shearer presented the draft strategic plan goals and objectives (implementation plan). He will review the draft implementation plan and suggested edit received at the last Board meeting and discuss timeframe for completion.

6. Peace River Facility Water Use Permit Modification/Renewal

Recommended Action - **Motion** to authorize staff to move forward with Application for Modification/Renewal of the Peace River Facility Water Use Permit (20010420) to Support Future Supply Development at the Peace River Facility and Improve Regional Operating Flexibility.

The Authority's Peace River Facility relies on water withdrawn from the Peace River, primarily during high flow conditions, to fill off-stream storage and support the drinking water needs of our Customers. The conditions and limits that govern our withdrawals from the river are established in a Water Use Permit (WUP) issued to the Authority by the Southwest Florida Water Management District. The WUP authorizes a "withdrawal schedule" based on flow conditions in the river at three U.S. Geological Survey gauges upstream of the Peace River Facility. When combined flow at the three upstream gages reaches the WUP trigger level the Authority is allowed to begin harvesting water at a specified percentage of the combined flow from the three upstream gauges.

While the current WUP withdrawal schedule supports the existing storage and treatment configuration, and customer contracted quantities, there are multiple future supplies and supply improvements planned at the Peace River site (and adjacent RV Griffin Reserve) that will rely on an increased harvest of water (above currently permitted quantities) from the Peace River. There is available quantity within the Minimum Flows and Levels established by SWFWMD for the Lower Peace River to safely harvest the additional quantities needed to support future capacity increase projects at this site. Staff will discuss modification/renewal of the current WUP to access water to support future regional supply projects at the Peace River Facility and improve the operational flexibility of the Regional System.

7. Budget Process for FY 2018

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

Staff will present the process and schedule for the preparation of the budget for FY 2018 for Board consideration and direction.

Schedule for FY 2018 Budget	
Date	Event
February 1, 2017	Authority Board Meeting – Budget Process
April 12, 2017	Authority Board Meeting – Adopt FY 2018 Tentative Budget
June 7, 2017	Authority Board Meeting
August 2, 2017	Authority Board Meeting – Public Hearing and adoption of FY 2018 Budget

GENERAL COUNSEL’S REPORT

EXECUTIVE DIRECTOR’S REPORT

Recommended Action -

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

Staff will provide an update on legislative activities and status of the items on the Authority Board priorities list. Presentation by staff was given at each of the four counties’ respective delegation meeting.

Charlotte County Delegation	January 19, 2017
DeSoto County Delegation	December 19, 2016
Manatee County Delegation	December 20, 2016
Sarasota County Delegation	January 18, 2017

ROUTINE STATUS REPORTS

1. Hydrologic Conditions Report
2. Check Registers for September and October 2016
3. Partially Treated Water Aquifer Storage & Recovery Pilot Testing
4. Peace River Basin Report

FACILITY TOUR 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

April 12, 2017 @ 9:30 a.m.

DeSoto County Administration Building,
Arcadia, Florida

Future Authority Board Meetings

June 7, 2017 @ 9:30 a.m. – Charlotte County Administration Center, Port Charlotte, Florida

August 2, 2017 @ 9:30 a.m. – Sarasota County Administration Center, Sarasota, Florida

October 4, 2017 @ 9:30 a.m. – Manatee County Administrative Center, Bradenton, Florida

ADJOURNMENT

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
February 1, 2017

ELECTION OF OFFICERS

Recommended Action -

Election of Officers

In accordance with the Interlocal Agreement creating the Authority, the Authority Board is to elect one Director as chairman and one Director as vice-chairman. The chairman is to be elected for the term of one year. There are no term limits and current officers are eligible for re-election. The officers elected to chairman and vice-chairman will assume the respective positions immediately following the election.

Attachments:

Authority Board of Directors Officers [Historical Listing]

Authority Board of Directors Member Appointments [Historical Listing]

Peace River Manasota Regional Water Supply Authority

**AUTHORITY BOARD OF DIRECTORS
OFFICERS**

Term of Office	Chairman	County	Vice Chairman	County
02/26/82 - 08/24/83	Edward W. Chance	Manatee	Wayne Terry	DeSoto
08/24/83 - 03/27/85	Col. Franz Ross	Charlotte	T. Mabry Carlton, Jr.	Sarasota
03/27/85 - 02/26/86	T. Mabry Carlton, Jr.	Sarasota	Ed Johnson	DeSoto
02/26/86 - 03/25/87	Ed Johnson	DeSoto	Edward W. Chance	Manatee
03/25/87 - 03/30/88	Edward W. Chance	Manatee	Jack Hufnagel	Charlotte
03/30/88 - 03/22/89	Jack Hufnagel	Charlotte	Mabry T. Carlton	Sarasota
03/22/89 - 06/10/89	Mabry T. Carlton	Sarasota	Ed Johnson	DeSoto
06/10/89 - 07/12/89	Ed Johnson	DeSoto	(vacant)	
07/12/89 - 04/04/90	Ed Johnson	DeSoto	Edward W. Chance	Manatee
04/04/90 - 03/06/91	Edward W. Chance	Manatee	Jack Lotz	Charlotte
03/06/91 - 03/04/92	Edward W. Chance	Manatee	Jack Lotz	Charlotte
03/04/92 - 11/15/92	Jack Lotz	Charlotte	Charlie Richards	Sarasota
11/16/92 - 12/09/92	(vacant)		Charlie Richards	Sarasota
12/09/92 - 03/02/94	Charley Richards	Sarasota	RV Griffin	DeSoto
03/02/94 - 11/02/94	Donald H. Ross	Charlotte	Patricia M. Glass	Manatee
11/02/94 - 01/11/95	Patricia M. Glass	Manatee	(vacant)	
01/11/95 - 09/01/95	Patricia M. Glass	Manatee	Charlie Richards	Sarasota
03/01/95 - 03/08/96	Patricia M. Glass	Manatee	Charlie Richards	Sarasota
03/08/96 - 11/07/96	Patricia M. Glass	Manatee	Charlie Richards	Sarasota
11/07/96 - 03/07/97	Patricia M. Glass	Manatee	(vacant)	
03/07/97 - 03/04/98	Barbara E. Smith	DeSoto	Raymond A. Pilon	Sarasota
03/04/98 - 11/17/98	Barbara E. Smith	DeSoto	Raymond A. Pilon	Sarasota
11/17/98 - 12/02/98	(vacant)		Raymond A. Pilon	Sarasota
12/02/98 - 12/01/99	Raymond A. Pilon	Sarasota	Adam S. Cummings	Charlotte
12/01/99 - 12/06/00	Adam S. Cummings	Charlotte	Robert R. Allen	DeSoto
12/06/00 - 12/05/01	Patricia M. Glass	Manatee	Jerry Hill	DeSoto
15/05/01 - 12/11/02	Jerry Hill	DeSoto	Shannon Staub	Sarasota
12/11/02 - 12/03/03	Shannon Staub	Sarasota	Adam S. Cummings	Charlotte
12/03/03 - 12/01/04	Adam Cummings	Charlotte	Patricia M. Glass	Manatee
12/01/04 - 12/07/05	Patricia M. Glass	Manatee	Jerry Hill	DeSoto
12/07/05 - 01/07/07	Jerry Hill	DeSoto	Shannon Staub	Sarasota
01/17/07 - 01/17/08	Shannon Staub	Sarasota	Adam S. Cummings	Charlotte
01/17/08 - 11/18/08	Shannon Staub	Sarasota	Jane von Hahmann	Manatee
11/18/08 - 01/17/09	Shannon Staub	Sarasota	Dick Loftus	Charlotte
01/17/09 - 01/14/10	Dick Loftus	Charlotte	Jerry Hill	DeSoto
01/14/10 - 11/18/10	Jerry Hill	DeSoto	John Chappie	Manatee
11/18/10 - 02/02/11	(vacant)		John Chappie	Manatee
02/02/11 - 12/21/11	John Chappie	Manatee	Robert Skidmore	Charlotte
12/21/11 - 11/19/12	Robert Skidmore	Charlotte	Jon Thaxton	Sarasota
11/19/12 - 01/10/13	(vacant)		(vacant)	
01/10/13 - 11/17/14	Nora Patterson	Sarasota	Elton Langford	DeSoto
02/05/14 - 02/04/15	Elton Langford	DeSoto	John Chappie	Manatee
02/04/15 - 01/28/16	John Chappie	Manatee	Chris Constance	Charlotte
02/04/15 -	Chris Constance	Charlotte	Alan Malo	Sarasota

Peace River Manasota Regional Water Supply Authority

**AUTHORITY BOARD OF DIRECTORS
MEMBER APPOINTMENTS**

Term of Appointment	Commissioner	County
02/26/82 - 09/24/92	Edward W. Chance	Manatee
02/26/82 - 06/10/89	T. Mabry Carlton, Jr.	Sarasota
02/26/82 - 12/13/84	Wayne Terry	DeSoto
02/26/82 - 11/15/86	Col. Franz Ross	Charlotte
12/13/84 - 11/15/92	Ed Johnson	DeSoto
02/04/87 - 04/06/90	Jack Hufnagel	Charlotte
09/06/89 - 09/05/90	Berryman T. Longino	Sarasota
04/06/90 - 11/15/92	Jack Lotz	Charlotte
11/21/90 - 11/07/96	Charley Richards	Sarasota
09/30/92 - 11/06/06	Patricia M. Glass	Manatee
11/17/92 - 05/01/96	RV Griffin	DeSoto
11/24/92 - 11/02/94	Donald H. Ross	Charlotte
12/20/94 - 06/13/95	Max R. Farrell	Charlotte
06/13/95 - 12/11/07	Adam S. Cummings	Charlotte
05/01/96 - 11/17/98	Barbara E. Smith	DeSoto
12/05/96 - 11/21/00	Raymond A. Pilon	Sarasota
11/17/98 - 11/14/00	Robert R. Allen	DeSoto
12/06/00 - 12/15/10	Shannon Staub	Sarasota
1/06/00 - 12/03/03	Jerry Hill	DeSoto
12/03/03 - 12/01/04	Terry Welles	DeSoto
12/01/04 - 11/16/10	Jerry Hill	DeSoto
12/06/06 - 11/18/08	Jane von Hahmann	Manatee
12/11/07 - 11/15/10	Dick Loftus	Charlotte
11/18/08 - 11/22/16	John Chappie	Manatee
11/16/10 -	Elton Langford	DeSoto
11/16/10 - 11/19/12	Robert Skidmore	Charlotte
12/16/10 - 11/19/12	Jon Thaxton	Sarasota
12/11/12 -	Christopher Constance	Charlotte
12/11/12 - 11/17/14	Nora Patterson	Sarasota
11/18/14 -	Alan Maio	Sarasota
01/10/17 -	Betsy Benac	Manatee

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
December 7, 2016**

**CONSENT AGENDA
ITEM 1**

Minutes of December 7, 2016 Board of Directors Meeting

Recommended Action -

Motion to approve minutes of December 7, 2016 Board of Directors meeting.

Draft minutes of the December 7, 2016 Board of Directors meeting are provided for Board approval.

Attachments:

Draft Minutes of December 7, 2016 Board of Directors Meeting

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

Board Members Present:

Commissioner Christopher G. Constance, Charlotte County, Chairman
Commissioner Alan Maio, Sarasota County, Vice Chairman
Commissioner Elton A. Langford, DeSoto County
Commissioner Betsy Benac, Manatee County

Staff Present:

Patrick Lehman, Executive Director
Doug Manson, General Counsel
Mike Coates, Deputy Director
Kevin Morris, Science and Technology Officer
Richard Anderson, System Operations Manager
Ann Lee, Finance/Administration Manager
Ford Ritz, Project Engineer
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, Charlotte County Assistant Administrator Hector Flores, Sarasota County Assistant Administrator Jonathan Evans and Southwest Florida Water Management District Executive Director Brian Armstrong in the audience.

CALL TO ORDER

INVOCATION

PRESENTATION OF THE COLORS/PLEDGE OF ALLEGIANCE
Led by the Board

PUBLIC COMMENTS

There were no public comments.

RESOLUTIONS/PRESENTATIONS

- 1. Resolution 2016-07 'Recognition of Commissioner John Chappie for Service to the Region and Peace River Manasota Regional Water Supply Authority'.**

The Authority recognized Commissioner John Chappie for his service to the region as a member of the Peace River Manasota Regional Water Supply Authority Board of Directors.

Motion was made by Commissioner Langford, seconded by Commissioner Maio, to approve Resolution 2016-0 'Recognition of Commissioner John Chappie for Service to the Region and Peace River Manasota Regional Water Supply Authority'. Motion was approved unanimously.

2. Brian Armstrong, Executive Director SWFWMD – Presentation

Brian Armstrong, Executive Director of the Southwest Florida Water Management District addressed the Board providing for the continuing partnership with the Authority in the future.

3. Awards Presentation

This item was deferred to a future Board meeting.

CONSENT AGENDA

Commissioner Constance requested Consent Item 2 and 14 to be removed for discussion.

1. Minutes of October 5, 2016 Board of Directors Meeting
2. Board of Directors' Meeting Schedule for Calendar Year 2017[REMOVED FOR DISCUSSION]
3. Approve by Affirmation DEP Grant Agreement No. LP58011 [Phase 3B Interconnect]
4. Approve Firms for 'General Professional Services for Water Facility Instrumentation and Control Systems and Low/Medium Duty Electrical'
5. Approve Firms for 'General Land Management Services'
6. Approve Firms for 'As-Needed Facility and Pipeline Mowing & Grounds Maintenance Services'
7. Approve Firms for 'As-Needed Construction Services - Water Well Drilling and Repair'
8. Approve Firms for 'As-Needed Construction Services - Sitework/Earthwork'
9. Approve Firms for 'As-Needed Construction Services - Building Construction/Modifications'
10. Approve Firms for 'As-Needed Construction Services - Water Treatment Process and Pipeline Construction/Repair/Replacement'
11. Approve Firm for 'As-Needed Construction Services – Electrical'
12. Approve Firm for 'As-Needed Construction Services – Painting'
13. Approve Disbursement of Funds to Customers for FY 2016 Debt Service Coverage Payments
14. Approve Change Order No. 1 and Project Close Out for 'Peace River Facility Plant 2 Concrete Coatings Restoration Project' with Crom Engineering and Construction Services [REMOVED FOR DISCUSSION]
15. Approve Revised Executive Director Annual Review Form

Motion was made by Commissioner Maio, seconded by Commissioner Langford, to approve the consent agenda, with the exception of Items 2 and 14. Motion was approved unanimously.

2. Board of Directors' Meeting Schedule for Calendar Year 2017

Commissioner Constance said he hoped to make an adjustment on the proposed Board meeting schedule for 2017. Commissioner Constance said Thursdays worked better for him. He also checked with the other

counties meeting schedules and they have no other meetings on that day. Commissioner Maio said he did not have any objection. Commissioner Benac pointed a conflict on December and October meeting schedule, there will be another meetings in Manatee County Chamber.

Commissioner Langford said this change was not going to work for him; he had already made arrangements with his other job based on the proposed meeting schedule. Commissioner Constance said he did not intend to cause any hardships and suggested to leave the motion for the original Board meeting schedule.

Motion was made by Commissioner Langford, seconded by Commissioner Maio, to approve to approve Board of Directors' meeting schedule for calendar year 2017. Motion was approved unanimously.

14. Approve Change Order No. 1 and Project Close Out for 'Peace River Facility Plant 2 Concrete Coatings Restoration Project' with Crom Engineering and Construction Services

Mr. Mike Coates proceeded to explain Change Order No. 1 and Project Close Out for 'Peace River Facility Plant 2 Concrete Coatings Restoration Project' with Crom Engineering and Construction Services.

Mr. Coates said Crom Engineering and Construction Services was awarded the Peace River Facility Plant 2 Concrete Coatings Restoration Project as approved by the Board in January 2016, worked efficiently and to the Authority's satisfaction and completed the effort within the contract price. Authority staff competitively negotiated additional work funded by unspent reserves under the original contract. That additional work required additional time and has since been successfully completed without the need for any supplemental funds beyond the originally approved contract price of \$615,850.

The additional work did require additional contract time and staff, with support from the Engineer-of-Record for this project, TKW Consulting Engineers, recommends the Board authorize Change Order No. 1 which adds 83 days of time to the contract at no additional cost be approved as a part of the project closeout to extend the contract duration to its proper end. Staff recommends the Board authorize the Executive Director to execute the Change Order and any other pertinent contract closeout documentation as may be needed.

Mr. Lehman elaborated on the costs of this work order. Mr. Lehman said the Board approved \$615,000 as the original contract. The project's cost came in \$54,000 less than what it was provided in the contract. Also, there was an allocation of \$75,000 owner's allowance for additional work in the original contract for as needed work to be approved by the Executive Director. This was used to continue the same type work in other units and authorized by Mr. Lehman per the contract.

Commissioner Constance said he did not have any problems with the decision Mr. Lehman had taken as far as the work. Commissioner Constance asked when Crom Engineering finished the work. Mr. Coates replied the job was finished August 4th; it was either on time or ahead of schedule. Commissioner Constance said he has an issue with the approach of the decision. It should have been discussed with the Board first. Commissioner Constance asked Mr. Lehman if the work order was not approved for the 83 extra days, would Corm assess liquidated damage? Mr. Lehman said that would have to be a Board decision.

Commissioner Constance asked Mr. Manson if it was the appropriate time to make the decision to approve the change of order No. 1 after the work was done. Mr. Manson said the issue was about the process. He needed to review the contract. Also, under contract and in certain cases, work orders can be changed and he Board can override. Mr. Manson also clarified Crom engineering was not in violation, under the contract, with timing. There would not be any liquidated damage against the contractor. He also suggested creating policy to address this type issue in the future.

Commissioner Benac asked if the extra work was within the same scope of work. Commissioner Constance said was within the same scope of work and he would approve the requested motion.

Motion was made by Commissioner Langford, seconded by Commissioner Maio, to approve and authorize Executive Director to execute Change Order No. 1 for "Peace River Facility Plant 2 Concrete Coating Restoration Project" with Crom Engineering and Construction Services. Motion was approved unanimously.

REGULAR AGENDA

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

Water Supply Conditions at the Peace River Facility as of November 20, 2016.

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

November Water Demand	28.39 MGD
November River Withdrawals	33.12 MGD
<u>Storage Volume:</u>	
Reservoirs	6.55 BG
ASR	<u>6.74 BG</u>
Total	13.29 BG

Rainfall in the Peace River basin has been average around 1 inch for the past 60 days. River flow had declined since September, was between 1,000 - 4,000 cubic feet per second [cfs]. River withdrawal this period was 31 MGD in October and 33 MGD in November. Surface water storage is at 6.55 BG for both reservoirs and there is 6.74 BG in the ASR system. Water quality and water quantity is excellent.

Commissioner Benac asked what caused the large dips on the surface water storage chart. Mr. Anderson said in preparation for the dry season they can store more water; for that reason, the chart fluctuates.

For the region, Mr. Anderson said the Authority and its customers maintain close to 104.7 MGD of finished water supply capacity. For the month of October, the Authority produced about 23.86 MGD and the member utilities produced 42.80 MGD for a total regional use of 63.53 MGD which is about 66% of the region's capacity.

Mr. Anderson reviewed the current demand and supply conditions for each of the members/customers for the month of October including their twelve-month rolling average and historical annual average usage. Authority members continue to account for about 75% of the region's demand.

Commissioner Constance asked when the maximum capacity could be reached based on projected increase in demands. Commissioner Constance also said when that happened would be good a good time to decide when to increase storage and expand the treatment plant.

2. Legislative Priorities for 2017

Ms. Salz presented the legislative priorities for 2017. She said there would be changes on the Senate. She pointed that fifty per cent of senators were freshmen. The changes in the House rules also results in all house representatives getting trained. She added some announcements were made for key appointments, and changes in rules regarding state appropriation process were coming.

Ms. Salz said limited state funding was expected for next year. The house requires a general bill to be filed for each water project in order to be included in the state budget. Legislature will meet before regular sessions on March 7th.

No questions were asked.

Commissioner Maio commented the description on the 2017 legislative priorities draft of the Orange Hammock Ranch was an excellent summary. Commissioner Constance agreed.

Motion was made by Commissioner Maio, seconded by Commissioner Langford, to adopt Legislative Priorities for 2017. Motion was approved unanimously.

3. Strategic Plan Implementation Process

Mr. John Shearer presented the strategic plan implementation process. Mr. Shearer said after reviewing the vision and mission statement and addressing issues four core values were identified and outlined.

1. REGIONALIZATION & DIVERSIFICATION
2. FINANCIAL STABILITY
3. COOPERATION & COLLABORATION
4. WATER ADVOCACY

Each core value has recommended objectives and initiatives and also a team leader. Mr. Shearer explained in detail each core value. He said the implementation steps were five. First, board approval would be on the next Board meeting, second, begin to address initiative's, third, incorporate the plan into future budgets, fourth, provide the Board with periodic status report and finally he would provide the Board with a completion of the plan goals.

Commissioner Benac said she could not recall having any discussion with her board on the strategic plan before. She would like to discuss the plan with her board before giving any response for its implementation.

Commissioner Constance asked if the strategic plan started five years ago. Mr. Lehman clarified the

strategic plan started seven years ago and it was revised on October 2014.

Commissioner Constance also said the mission statement was 'members shall create' and he thought it was already created and would be better 'maintain and expand'. That statement would reflect the current situation he said. He also suggested adding transparency by creating a public access to look at information on water flows, pumps, for example to which would help to fix problems quickly.

Mr. Shearer said he could expand and incorporate that on objective 1-1. Commissioner Constance suggested Mr. Shearer to visit each commission and explain the plan. Mr. Shearer would be able to answer questions and give better details.

Commissioner Maio agreed and said next year commissions would be having one on one interviews and it would be a good idea for Mr. Shearer go and explain the plan to the Sarasota Commissioners.

Commissioner Maio agreed with Commissioner Constance and also suggested to add 'expand' on the mission statement.

4. Regional Integrated Loop System Phase 1 Interconnect Project [U.S. 17 to Punta Gorda]

a. Phase 1 Interconnect Project Update

Mr. Ford Ritz introduced the Phase 1 Project. He said a work order was approved in February 2016 for preliminary engineering and development of the Basis of Design Report (BODR) with King Engineering. Mr. Ritz said the project was funded by SWFWMD, State Appropriations and Punta Gorda for a total budget of \$12-million. King submitted the Draft BODR in November 2016.

b. Draft Basis of Design Report

Chris Kuzler from King Engineering presented the Draft Basis of Design Report for the Phase 1 Interconnect Project. King hydraulically modeled the Phase 1 Interconnect and determined that the proposed 24-inch diameter pipe would meet flow and pressure demand requirements in accordance with the SWFWMD Cooperative Funding Agreement for the Regional System to deliver 4-mgd to the Shell Creek Facility (SCF) and for the SCF to deliver 2-mgd to the Regional System through the Phase 1 Interconnect.

King assessed 3 alternate pipeline routes for final evaluation. All 3 routes cross Shell Creek by horizontal directional drilling. The 3 routes were compared and evaluated based upon several factors including cost, environmental factors/permitting, constructability, property/easement requirements, long term planning and public input and route 2 was recommended. Mr. Kuzler also indicated that the Engineer's Opinion of Probable Cost for the project was \$11.96M and that the projected final completion date was February 2020.

Commissioner Constance asked if it would take over a year to build the pipeline. Mr. Kuzler said yes.

Commissioner Constance asked why the previous engineering study, done in 2006 showed the pipeline being installed up-stream of the dam. Mr. Kuzler said he did not know but King recommends that it be installed down-stream to protect the dam as well as the environment.

Commissioner Benac asked how deep they would go in the directional drilling. Mr. Kuzler said in this case, they would go about 50 feet below the creek bed because of loose soil conditions.

Mr. Lehman clarified this presentation was for information only and in the next board meeting the Board would have to approve the Basis of the Design along with the contract.

5. Regional Integrated Loop System Phase 1A Interconnect Operational Protocol with Punta Gorda

Mr. Mike Coates provided an overview of the operational protocol with City of Punta Gorda. He stated that in addition to providing service to Charlotte County in the Deep Creek area, the Phase 1A Pipeline interconnects the Authority's Regional System with the City of Punta Gorda's distribution system on US 17. This connection is intended to improve reliability for both systems, providing service in event of emergencies, as well as supporting water purchase or transfer when needed by the City and the Regional System.

Phase 1A was placed in service in October 2012 and includes approximately nine-miles of 24-inch diameter pipeline, and a 6 MGD pumping station with 500,000 gallon finished water storage tank. There are five (5) connections serving Charlotte County on the north side of the Peace River, and one connection with the City of Punta Gorda water system along U.S. 17 south of the river. Operation of the Systems Interconnect and Water Transfer Contract' between the Authority and the City. That Contract was amended in February 2016 to include the Phase 1 Regional Interconnect which is currently in the design stage.

Commissioner Constance asked what the stars on the map were. Mr. Coates said each star identified a delivery point with Charlotte County and City of Punta Gorda on the Phase 1A Interconnect. Commissioner Constance asked where the downstream meter and upstream meter were located on the pipeline. Mr. Coates said meters were located by near the county line Kings Highway pipeline.

Mr. Coates explained that the water transfer contact between the Authority and the City contemplated seasonal water exchange. He explained that water needed to be moving through the pipeline at all times to keep the pipe disinfected and in a state of readiness for service and that was why a water exchange system was created. During winter, the water from the City of Punta Gorda didn't meet the drinking water requirements so the Authority delivers water to the city as part of the exchange. The Authority takes water from the City of Punta Gorda in summer when the drinking water standards were met. The amounts delivered and received are intended to net zero (balance) at the end of the fiscal year.

Mr. Coates stated that Authority operates and maintains everything associated with the interconnect from the pump station on US 17 and north of the Peace River. He noted that and there is a 1.5 mile segment of pipe that was also installed as part of the Phase 1 project along Washington Loop Road that the City operates. This piece of pipe was installed to ensure there was sufficient hydraulic capacity available to aid the Region in times of need.

Commissioner Constance asked how the connections with Punta Gorda would work when the Phase 1 pipeline is working. Mr. Coates explained that under the current project schedule the City RO plant would likely be completed about the same time as the Phase 1 Interconnect. Under the circumstances we would probably be exchanging water constantly with the City – with regional deliveries to the city down

the Phase 1 Interconnect and City delivery of equal amount up the Phase 1A pipeline since City water is expected to meet water quality requirements at all times with the RO Facility.

GENERAL COUNSEL'S REPORT

Mr. Manson said he is still working on agreement for the class action law suit regarding water treatment chemicals and he would give an update in the future.

EXECUTIVE DIRECTOR'S REPORT

ROUTINE STATUS REPORTS

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

1. Hydrologic Conditions Report
2. Check Registers for September and October 2016
3. Regional Integrated Loop System Phase 3B Interconnect [S.R. 681 to Clark Road]
4. Partially Treated Water Aquifer Storage & Recovery Pilot Testing
5. Peace River Basin Report

BOARD MEMBER COMMENTS

PUBLIC COMMENTS

There were no public comments.

SCHEDULE OF FUTURE MEETINGS

Next Authority Board Meeting

Wednesday, February 1, 2017 @ 9:30 a.m.

Peace River Facility

Water Quality/Training Facility

8998 SW County Road 769 (Kings Highway), Arcadia, Florida

Future Authority Board Meetings

April 12, 2017 @ 9:30 a.m. – DeSoto County Administration Building, Arcadia, Florida

June 7, 2017 @ 9:30 a.m. – Charlotte County Administration Center, Port Charlotte, Florida

Adjournment

There being no further business to come before the Board, the meeting adjourned at 11:31 a.m.

Commissioner Christopher G. Constance
Chairman

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
February 1, 2017**

**CONSENT AGENDA
ITEM 2**

Year-End Financial Status and Semi-Annual Investment Reports for FY 2016

Recommended Action -

Motion to receive and file 'Year-End Financial Status Report for FY 2016'.

Motion to receive and file 'Semi-Annual Investment Report' [September 30, 2016].

a. Receive and File Year-End Financial Status Report for FY 2016

Year-end Financial Status Report for FY 2016 is provided for the Board to receive and file.

b. Receive and File 'Semi-Annual Investment Report' [September 30, 2016]

'Semi-Annual Investment Report' [September 30, 2016] is provided for the Board to receive and file.

Budget Action - None

Attachments -

Tab A Year End Financial Status Report for FY 2016

Tab B Semi-Annual Investment Report [September 30, 2016]

TAB A
Year End Financial Status Report for FY 2016

YEAR END FINANCIAL STATUS REPORT for FY 2016

MEMORANDUM

February 1, 2016

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

THRU: Patrick J. Lehman
Executive Director

FROM: Ann Lee
Finance/Administration Manager

SUBJ: **Year End Financial Report for Fiscal Year 2015-2016**

For the fiscal year ending September 30, 2016, the Authority's total revenues were \$32,978,565, which is 89% of the \$37,158,279 allocated by the Approved Budget for FY15-16. Water Sale revenues were \$30,110,490, which is 98% of the \$30,676,319 budgeted. The shortfall seen in the revenues is due to the Authority not needing to transfer funds from the Rate Stabilization fund or other restricted reserves in order to meet its obligations and is consistent with the amount of expenditures for FY15-16.

For the fiscal year ending September 30, 2016, the Authority's total expenditures (before depreciation and capitalization adjustments) were \$29,283,358, which is 79% of the \$37,158,279 allocated by the Approved Budget for FY15-16. The Authority's facility expenditures were \$28,652,376, which is 79% of the allocated budget of \$36,498,779. The shortfalls in the expenditures to budget were primarily driven by the decrease in contract services and chemical costs which were slightly offset by increases in maintenance expenses. Renewal & Replacement costs were also slightly under budget due to the delays in the 91 Rebuild to cause some projects to overlap from FY14-15 to FY15-16. The Authority's General Fund Administration expenditures were \$630,982, which is 96% of the allocated budget of \$659,500.

The Authority's Debt Coverage Ratios continue to exceed the 1.50x minimum policy. The Debt Service Coverage ratio for FY15-16 was 1.87 and the County Debt Service Coverage ratio was 2.83. Both ratios continue to steadily improve ensuring the Authority will maintain or increase its excellent bond ratings.

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

**Peace River Manasota Regional Water Supply Authority
Debt Coverage Ratios FY 2013 - FY 2016**

	<u>FY 2013</u>	<u>FY 2014</u>	<u>FY 2015</u>	<u>FY 2016</u>
Gross Revenues				
Less Operation and Maintenance Expenses	\$30,033,353	\$30,985,243	\$30,198,077	\$30,867,853
Net Revenues Available for Debt Service	(13,589,132)	(14,309,806)	(14,331,860)	(14,026,477)
Debt Service	\$16,444,221	\$16,675,437	\$15,315,226	16,841,376
Principal				
Interest	\$2,060,000	\$2,140,000	\$2,005,000	\$2,395,000
Total Debt Service	\$8,389,985	\$8,307,585	\$7,232,175	\$6,598,330
Debt Service Coverage (1.15x required)	\$10,449,985	\$10,447,585	\$9,237,175	\$8,993,330
Revenues Available After Debt Service	<u>1.57</u>	<u>1.60</u>	<u>1.66</u>	<u>1.87</u>
Less Capital Cost Reimbursement Charge (Char Co)	\$5,994,236	\$6,227,852	\$6,078,050	\$7,848,046
Less DeSoto County Payment	(1,971,557)	(1,971,557)	(1,971,557)	(1,971,557)
Less Due Charlotte Co. for North Port Reserve Allocation	(750,000)	(750,000)	(750,000)	(796,000)
Total County Payments	(4,781)	(4,781)	(4,781)	(4,781)
County Debt Service Coverage (1.00x req)	\$2,726,338	\$2,726,338	\$2,726,338	\$2,772,338
	<u>2.20</u>	<u>2.28</u>	<u>2.23</u>	<u>2.83</u>

TAB B
Semi-Annual Investment Report [September 30, 2016]

MEMORANDUM

February 1, 2017

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

THRU: Patrick J. Lehman
Executive Director

FROM: Ann Lee
Finance/Administration Manager

SUBJ: Semi-Annual Investment Report for September 30, 2016

In accordance with the Authority's investment policy attached are a summary of the Peace River Manasota Regional Water Supply Authority's investments as of September 30, 2016, for your review. Liquid assets are not currently benchmarked against any other market yield.

As of September 30, 2016, the Authority's portfolio totaled \$26,480,361 compared to \$27,631,946 on March 31, 2016, which is \$1,151,585 less than the last reporting period. This decrease in the Authority's portfolio is related to the closing and final release of funds for both the 91 Rebuild and Water Quality Training Facility projects. As of fiscal year end, restricted construction and reserve funds total approximately \$19.9 million.

For Fiscal Year 2016, the Authority earned \$114,602.75 in interest from the Florida Prime (SBA) accounts and \$41,651.22 from the Florida Local Government Investment Trust (FLGIT) accounts. The investment earnings on these accounts exceeded the prior years' interest earnings by \$76,474.69, almost double the \$79,779.28 that was earned by these accounts in FY15.

Ten (10%) percent of the portfolio is in money market and non-interest bearing checking accounts. The SBA holds seventy four (74%) percent of total investments and is currently yielding 0.78%, which is a yield increase of .21% from the previous reporting period. The Florida Local Government Investment Trust (FLGIT) holds sixteen percent (16%) in mutual bond funds yielding 1.02% as of September 30, 2016, which is a .59% yield increase from the previous reporting period.

Both the SBA and FLGIT fund values are impacted on bond rates and comments from the Federal Reserve about the economy. As our economy continues to recover from a recession and the Federal Reserve continues to increase the interest rate, we will continue to see increased investment earnings from these accounts. According to the Authority's investment policy, our portfolio must be designed with the goal of exceeding the yield rates on the 90 day Treasury Bill. As of September 30, 2016, the 90 day Treasury Bill had a yield rate of .50% and both the SBA and FLGIT continue to outperform this benchmark.

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

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

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

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
 FUND BALANCES AS OF SEPTEMBER 30, 2016

ACCOUNTS	GENERAL FUND [OPERATIONS]	RENEWAL & REPLACEMENT FUND	RATE STABILIZATION	SINKING FUND	UTILITY RESERVE FUND	CIP FUND	
						CONSTRUCTION	TOTAL
Bank of America - Checking	\$1,965,844					\$793,679	\$2,759,523
SBA Account Fund	\$3,600,295	\$2,920,734	\$1,970,729	\$3,184	\$5,163,116	\$5,964,237	\$19,622,295
Florida Investment Trust	\$1,024,636				\$3,073,907		\$4,098,543
FUND BALANCE	\$6,590,775	\$2,920,734	\$1,970,729	\$3,184	\$8,237,024	\$6,757,915.63	\$26,480,361

Budget Policies

- General Fund: Policy to fund an operating reserve within the General Funding an amount which shall be equal to average monthly O&M costs. [approximately \$3.2 M]
- R&R Reserve Fund: Policy to maintain a minimum balance in the R&R Reserve Fund of \$2 M.
- Rate Stabilization Account: Goal to maintain balance at the end of each fiscal year of \$1 M.
- Utility Reserve Fund: Policy to maintain an uncommitted balance of 180 days of O&M expenditures in the Authority's annual budget. [approximately \$8.2 M]

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

INVESTMENT SUMMARY

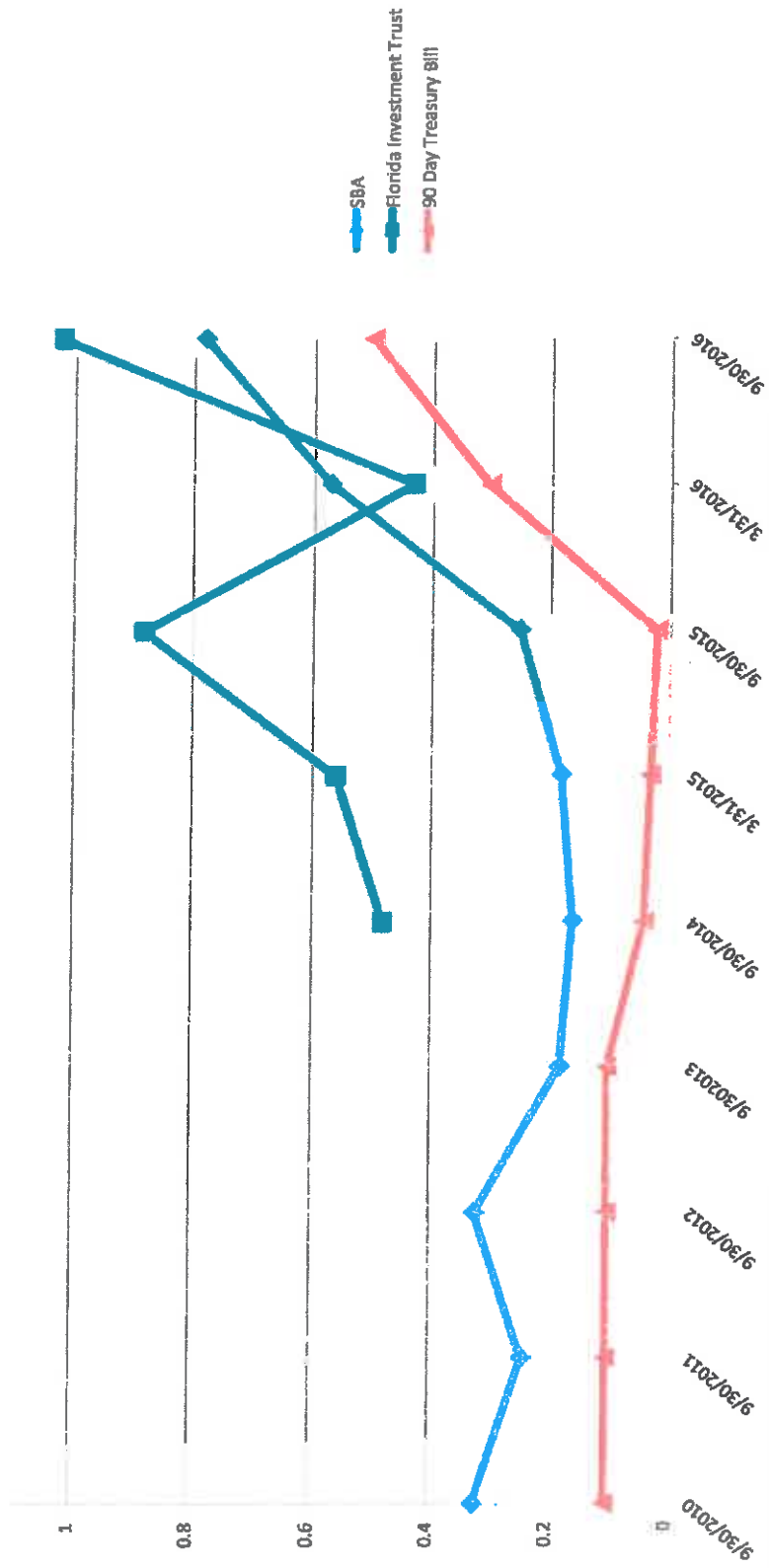
as of

September 30, 2016

Date	Account No	Fund	Par Value	Market Value	Book Value	Yield	Maturity Date
State Board of Administration Funds							
9/30/2016	251261	SBA-General Opns/Maint Fund	3,600,295	\$3,600,295	\$3,600,295	0.78%	Liquid
9/30/2016	251262	SBA-R & R Reserve****	2,920,734	\$2,920,734	\$2,920,734	0.78%	Liquid
9/30/2016	251263	SBA-Utility Reserve Fund****	5,163,116	\$5,163,116	\$5,163,116	0.78%	Liquid
9/30/2016	251265	SBA-Construction Funds****	5,964,237	\$5,964,237	\$5,964,237	0.78%	Liquid
9/30/2016	251266	SBA-Rate Stbl/z Fund****	1,970,729	\$1,970,729	\$1,970,729	0.78%	Liquid
9/30/2016	251268	SBA-Debt Svc Sinking Fund****	3,184	\$3,184	\$3,184	0.78%	Liquid
		Sub-Total Fund A*	19,622,295	19,622,295	19,622,295		
Checking/Certificate of Deposit/NOW Accounts***							
		Bank of America	1,965,844	\$1,965,844	\$1,965,844	0.00%	Liquid
		Bank of America	793,679	\$793,679	\$793,679	0.00%	Liquid
			2,759,523	\$2,759,523	\$2,759,523		
FLGIT - Short Term Bonds							
		FLGIT-General Opns/Maint Fund	1,024,636	\$1,024,636	\$1,024,636	1.02%	Liquid
		FLGIT-Utility Reserve Fund	3,073,907	\$3,073,907	\$3,073,907	1.02%	Liquid
		Total FLGIT Funds	4,098,543	\$4,098,543	\$4,098,543		
Total Fed Agency Issues			-	\$0	\$0		
Total Restricted Funds			19,889,586				
Total Investments			26,480,361				

*Florida Prime (SBA) Fund A is rated AAAM by Standard and Poor's
 ***All checking accounts and certificate of deposits are deposited in QPD's in accordance with Chapter 280, Florida Statutes

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



PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
February 1, 2017

CONSENT AGENDA
ITEM 3

Property Insurance Renewal for Authority Facilities

Recommended Action -

Motion to renew Peace River Facility Property Insurance with Starr Tech/ACE American for an annual premium of \$211,833 for the upcoming year (March 1, 2017 thru March 1, 2018).

The Authority's property insurance expires on March 1, 2017. Bids were received from firms for property insurance for the upcoming year. The Authority's independent insurance consultant, Brown & Brown - Public Risk Insurance Agency, reviewed the quotes and recommends renewal with the current insurer Starr Tech/ACE American. The annual premium for the upcoming year (March 1, 2017 thru March 1, 2018) is \$211,833 which is a 9.6% savings from last year's premium of \$234,370.

Funds are available in the FY 2017 budget for property insurance. Staff recommends approval of property insurance renewal with Starr Tech/ACE American for an annual premium of \$211,833.

Budget Action: None

Attachments:

- Tab A Recommendation Letter from Brown & Brown
- Tab B Property Quote Renewal Comparison
- Tab C Property Proposal 3/1/17- 3/1/18
- Tab D Property Statement of Values

TAB A
Recommendation Letter from Brown & Brown



PO Box 2416, Daytona Beach, FL 32115. P (386)-239-4047, mmartin@bbpria.com

January 11, 2017

Ms. Ann Lee, MBA
Finance/Administration Manager
Peace River Manasota Regional Water Supply Authority
9415 Town Center Parkway, Lakewood Ranch, FL 34202

Dear Ann:

During PRIA's annual marketing/bid process for Peace River MWSA's Property insurance effective 3/1/17-18, PRIA accessed over 10 different insurers. This insurance covers approximately \$110 million of assets owned by PRMWSA, subject to policy sublimits, terms and conditions. We presented three quotes/indications as compared on the attached worksheet. The premium comparison is as follows:

EXPIRING - EFFECTIVE 3/1/16-17

\$234,370 – Starr Tech/ACE American

RENEWAL - TO BE EFFECTIVE 3/1/17-18:

\$211,833 – Starr Tech/ACE American (Savings of 9%, over \$22,000)

\$280,000 – Preferred Governmental Insurance Trust – Prior indication

\$246,165 – Glatfelter/American Alternative – Prior indication

All insurers approached had difficulty competing with the incumbent's terms and conditions. Excess and Surplus lines insurers were not considered due to the incumbent's "admitted" status. Florida law states that an agent cannot export insurance coverage for a risk when the risk is already covered by, or can be covered by, an admitted/authorized insurer. Admitted insurers file rates and forms with the Florida Office of Insurance Regulation for approval and participate in the Florida Insurance Guaranty Fund (FIGA).

A detailed coverage review and analysis was performed for all options. There continues to be several distinct coverage advantages provided by the Starr Tech program, including:

- More favorable deductibles for Windstorm and Flood (Up to \$400,000 difference in certain claim scenarios).
- Sublimit for Transmission Lines covering the 4 county region vs. on premises only.
- Coverage for spillway, equipment and tower at Reservoir #2.
- Broader Terrorism coverage to include non-certified TRIA Acts vs. federal TRIA-defined acts only. Separate coverage for the other options was also analyzed.

Based on the premium decrease and these valuable coverage enhancements, we recommend renewal with the Starr Tech program.

Sincerely,

Michelle

Michelle Y. Martin, CIC
Vice President, Account Executive

TAB B
Property Quote Renewal Comparison

Peace River Manasota Regional Water Supply Authority
PROPERTY QUOTE COMPARISON
 To Be Effective 3/1/2017-18

Important Terms	RECOMMENDED Renewal with Incumbent			Indication III Glatfelter - Archer (2015) Alternatives/RSB
	Expiring Start Tech - Ace American 3/1/2016-3/1/2017 Terms 3 year policy subject to annual review and acceptance. 2016-17 Annual Policy Terms Below	Incumbent Start Tech - Ace American 3/1/2017-3/1/18 Terms 3 year policy subject to annual review and acceptance. 2017-18 Annual Policy Terms Below	Indication II Preferred Governmental Insurance Trust Pooling Arrangement (shared limits). Indication same as Quoted in 2016-18 as shown below. Cannot improve terms.	
PROPERTY				
Premium at Inception	\$ 225,639	\$ 203,128	\$ 280,000	
Annualized Endorsement adding facility	n/a	n/a	n/a	
Certified Terrorism	\$ 3,444	\$ 3,423	n/a	
Non-Certified Terrorism	\$ 383	\$ 380	10,000,000	
Estimated Surcharges (Including TRIA)	\$ 4	\$ 4	n/a	
Policy Engineering Fee	\$ 4,800	\$ 4,800	Included	
Total Annualized Cost	\$ 234,370	\$ 211,833	Not Available	
COST Difference from Expiring/Renewal				
Estimated Cost for Stand-alone Terrorism		\$ (22,837)	\$ 280,000	
		\$ -9.82%	\$ 45,830	
		Certified and Non-Cert Included	Estimated \$5-10k	
Property Deductibles				
"All Other Perils" Inland Marine	\$ 50,000	\$ 50,000	\$ 50,000	
Named Windstorm or Wind/Hail	\$ 28,000	Contractor's Equipment \$25,000	\$ 25,000	
		Named Windstorm	\$ 25,000	
		3% TIV of the units of Insurance damaged; \$100,000 per Occurrence Minimum	Named Windstorm 3% TIV Per Item Damaged; \$35,000 Per Occurrence Minimum	
Flood in 100 year Zone (n/a)				
		3% TIV of the units of Insurance damaged; \$100,000 Per Occurrence Minimum		\$500,000 at 8988 SW Court Rd, \$250,000 at 1255 Mabry Carlton Pkwy, \$50,000 All other Locations per Occurrence
Flood (non A and V zones) BI, EE, Off Premises Power	\$ 50,000	\$ 50,000	\$ 25,000	
	\$ 120 Hours	\$ 120 Hours	\$ 25,000	
Limits				
Building & Contents Reservoir #2 (\$6,300,000)	\$ 110,878,478	\$ 110,878,478	\$ 108,128,478	
	Included	Included	Included	
Business Income	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	
Extra Expense	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	
Total Insured Values (TIV) at Building	\$ 112,878,478	\$ 112,878,478	\$ 110,128,478	
Total Insured Values (TIV) with Facility	\$ 112,878,478	\$ 112,878,478	\$ 106,273,953	
		n/a	n/a	
				Not Included in TIV but may cover certain equipment
				104,273,953
				1,000,000
				1,000,000
				1,000,000
				106,273,953
				n/a

Peace River Manasota Regional Water Supply Authority
PROPERTY QUOTE COMPARISON
To Be Effective 3/1/2017-18

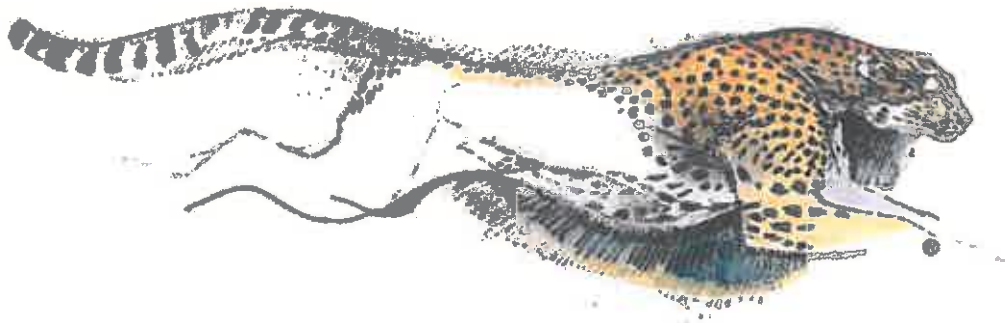
Important Terms	RECOMMENDED Renewal with Incumbent			Indicator III Glatfelter - American Alternative/IGB
	Expiring Start Tech - Ace American 3/1/2016-3/1/2017 Terms	Star Tech - Ace American 3/1/2017-3/1/18 Terms	Preferred Governmental Insurance Trust	
Coverage Extensions/Sublimits				
All Other Perils, Except:				
Named Windstorm	\$ 110,878,478	\$ 110,878,478	\$ 110,129,478	
Location Definition	\$ 60,000,000	\$ 60,000,000	\$ 104,273,953	Included at Full Property Limit
Flood (Non A and V Zones) - Aggregate	\$ Flood/Storm Surge are "Flood" Per Unit/Process Scheduled	\$ Flood/Storm Surge are "Flood" Per Unit/Process Scheduled	\$ "Named Storm" Incl. Storm Surge Per Item Scheduled	
Earthquake - Aggregate	\$ 5,000,000	\$ 5,000,000	\$ 5,000,000	All Wind
Sinkhole - Aggregate	\$ 10,000,000	\$ 10,000,000	\$ 5,000,000	N/A
Boiler and Machinery	\$ 10,000,000	\$ 10,000,000	\$ 5,000,000	5,000,000
Time Element Loss Payment	\$ 112,678,478	\$ 112,678,478	\$ 50,000,000	10,000,000
Building/Contents Loss Payment	\$ Actual Loss Sustained	\$ Actual Loss Sustained	\$ Actual Loss Sustained	N/A
Building/Contents Loss Valuation	\$ Replacement Cost/ACV 2.5 years	\$ Replacement Cost/ACV 2.5 years	\$ Replacement Cost	Actual Loss Sustained
Certified Terrorism	\$ Blanket	\$ Blanket	\$ Blanket	Blanket
Non-Certified Terrorism	\$ Included if Purchased	\$ Included if Purchased	\$ Included	Blanket
Accounts Receivable	\$ Included if Purchased	\$ Included if Purchased	\$ Not Available	Included
Owned Water Transmission Lines	\$ 5,680,457	\$ 5,680,457	\$ 250,000	Not Available
Subaqueous Line Above Water Air Reiter Valves (Charlotte Harbor, Punta Gorda, FL)	\$ 250,000	\$ 250,000	\$ 250,000	Not Available
Increased Cost of Construction & Demolition	\$ 1,000,000	\$ 1,000,000	\$ 500,000	Not Covered unless within 1,000 of scheduled premises
Debris Removal	\$ \$1,500,000 - or 25% of the loss	\$ \$1,500,000 - or 25% of the loss	\$ 500,000	Not Covered unless within 1,000 of scheduled premises
Contractor's / Mobile Equipment	\$ 500,000	\$ 500,000	\$ 500,000	Not Covered unless within 1,000 of scheduled premises
EDP	\$ 1,500,000	\$ 1,500,000	\$ 500,000	No Flood Coverage
Exceeding Expense	\$ 250,000	\$ 250,000	\$ 250,000	Included per Form
Transit	\$ 100,000	\$ 100,000	\$ 5,000	25% of Direct Loss plus an added \$100,000
Valuable Papers	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$500,000 subject to \$10,000 Max Per Item
				Included in Property Limit
				Not Covered
				100,000
				1,000,000

** \$5 million Reservoir Value (In/Outlet Tower, Ancillary Spillway, Electric & ADAS components only)
 ** Excess and surplus lines insurers were approached but none provided quotes due to: 1) no significant advantage in terms/conditions and 2) incumbent is admitted in the State of Florida, precluding binding with non-admitted insurers.

TAB C
Property Proposal 3/1/17 – 3/1/18

Peace River Manasota Regional Water Supply Authority

Property Proposal **2017-2018**



Michelle Martin
Vice President/Account Executive
Public Risk Insurance Agency

P O Box 2416
Daytona Beach, FL 32115
Phone: 386-252-6176
Fax: 386-239-4049
mmartin@bbpria.com



PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

**PUBLIC RISK INSURANCE AGENCY
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Signed Terrorism Forms	



PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
PROPERTY MARKETING RESULTS

PRIA accessed several insurers to provide bid/quotes for the Authority's Property renewal. Combined with a soft property market, these efforts produced a \$22,000/9% + decrease in premium from the incumbent insurer. In addition, we have presented 2 additional indication options for your consideration.

CARRIER	STATUS/RESPONSE:
Starr Tech/ACE	Incumbent - Quoted
Preferred/PGIT	Indication
American Alternative	Indication
AIG	Declined
Excess & Surplus Lines	Over 10+ Non-admitted carriers approached however declined to quote due to current terms/conditions/pricing.

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

THE AGENCY

Risk Management Associates, Inc. dba Public Risk Insurance Agency (PRIA) has established itself as one of the premier insurance services organizations for public entities in the United States. Our in-depth understanding of the unique risk exposures and operating environment of public entities allows us to tailor insurance products and services to effectively meet their needs. As the only independent insurance agency solely dedicated to the public entity market, we are uniquely qualified to meet and exceed the expectations of our clients. Our 20 years of insuring local governments has afforded us significant experience and insight into the unique challenges and constraints that our clients face. PRIA currently represents over 250 public entities in Florida.

PRIA is a wholly owned subsidiary of Brown & Brown, Inc. - the 6th largest independent insurance agency in the United States and 7th largest worldwide as ranked by Business Insurance Magazine. Brown & Brown brings the experience of representing hundreds of public entities nationally in addition to PRIA's focus in Florida.

As a Brown & Brown company, PRIA has access to hundreds of insurance markets nationwide and in the international market. With premium volume exceeding \$2,500,000,000 Brown & Brown's volume results in a superior negotiating position and leverage with state specific, regional, national, and international insurers. The focus and experience of our team in all of these markets produces superior risk transfer options and risk control expertise for your entity.

PRIA develops customized and innovative approaches towards effectively managing your risk. Cost effective insurance products, professional service, and commitment to client's needs are our primary goals. Proof of account satisfaction is reflected by a 97% business retention rate.

To fully serve our clientele, Public Risk Insurance Agency can offer coverage for other exposures such as:

Bonds	Accidental Death & Dismemberment
Fiduciary Liability	Special Events
Primary and Excess Flood	Airport Liability
Workers' Compensation	Aboveground & Underground Petroleum Tank Liability
Environmental Liability	



PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
AN INTRODUCTION TO YOUR SERVICE TEAM

Account Executives

Matt Montgomery Executive Vice President	(386) 239-7245	mmontgomery@bbpria.com
Robin Faircloth, CISR Director of Operations	(386) 239-4044	rfaircloth@bbpria.com
Paul Dawson, ARM-P Senior Vice President / Account Executive	(386) 239-4045	pdawson@bbpria.com
Michelle Martin, CIC Vice President / Account Executive	(386) 239-4047	mmartin@bbpria.com
Brian Cottrell, CIC, CRM Vice President / Account Executive	(386) 239-4060	bcottrell@bbpria.com
Kyle Stoekel Account Executive	(386) 944-5805	kstoekel@bbpria.com

Service Representatives

Brittany O'Brien, CIC, CRM Risk Management Department Leader	(386) 239-8823	bobrien@bbpria.com
Melody Blake, ACSR Account Representative	(386) 239-4050	mblake@bbpria.com
Patricia Jenkins, CPSR Account Representative	(386) 239-4042	pjenkins@bbpria.com
Karen Bryan Account Representative	(386) 239-4056	kbryan@bbpria.com
Linda Burtchett Account Representative	(386) 239-4043	lburtchett@bbpria.com
Christina Carter Account Representative	(386) 239-4040	ccarter@bbpria.com
Danielle Coggon Account Representative	(386) 239-4048	dcoggon@bbpria.com

Certificate Requests: certificates@bbpria.com **Claim Reporting:** claims@bbpria.com

Our Service Team philosophy focuses on accountability at all levels of account management. Our goal is not simply to meet your service needs, but to exceed them. All of the employees at PRIA are dedicated to achieving this goal and distinguishing ourselves from the competition.



PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
UTILITIES PROPERTY

Term: March 1, 2017 to March 1, 2018

Company: ACE American Insurance Company
(Rated A++ XV by A.M. Best)

Starr Tech Participation: 100%

Form: Starr Tech benchmark form plus endorsements

Coverage: All Risk of direct physical loss or damage, covering Property Damage, Business Interruption, Extra Expense, and Boiler & Machinery

Values (per schedule on file)	
\$110,678,478	Property Damage
\$1,000,000	Business Interruption
\$1,000,000	Extra Expense
\$112,678,478	Total Insured Value

Policy Limit of Liability	
\$112,678,478	Any One Occurrence

Valuation

This company's liability for loss under this policy for real and personal property (excluding stock) shall not exceed the smallest of the following amounts:

1. The amount of this policy.
2. The replacement cost of property or any part thereof, identical with property described herein, at the same location and intended for the same occupancy and use;
3. The amount actually and necessarily expended in repairing or replacing the property described herein, or any part thereof, at the same location, or another location, and intended for the same occupancy and use.
4. Actual Cash Value if the property is not repaired or replaced within 2.5 years.

Time Element Coverages: Actual Loss Sustained

This proposal is intended to give a brief overview. Higher limits may be available. Please refer to coverage forms for complete details regarding definition of terms, exclusions and limitations.



**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
UTILITIES PROPERTY**

Sublimits	
Sub-limits are per occurrence unless shown otherwise. The sub-limits below are part of and not in addition to the Policy Limit of Liability. Sub-limits are 100% and are subject to Starr Tech percentage participation.	
\$10,000,000	Earthquake/Earth movement, Annual Aggregate
\$10,000,000	Sinkhole, Annual Aggregate, except:
No Coverage	California Earthquake/Earth Movement
\$5,000,000	Flood, Annual Aggregate
\$1,000,000	Flood (100 Year Flood Zones), Annual Aggregate
\$60,000,000	Named Windstorm
\$250,000	Accounts Receivable
\$2,500,000	Automatic Coverage
\$1,000,000	Business Interruption
\$500,000	Contractor's Equipment
\$1,500,000 or 25% of the loss, whichever is greater	Debris Removal
\$1,500,000	EDP Equipment & Media
\$250,000	Expediting Expense
\$1,000,000	Extra Expense
\$500,000	Fine Arts
\$1,000,000	Increased Cost of Construction, Demolition
\$50,000	Off Premises Foam & Firefighting Expense
\$100,000	Off Premises Power
\$100,000	Pollution Real & Personal, Annual Aggregate
\$5,580,457	PRMWSA Owned Water Transmission Lines (various locations as their interest may appear throughout Desoto, Manatee, Sarasota & Charlotte County, FL)
\$250,000	Subaqueous Line Above Water Air Relief Values (Charlotte Harbor, Punta Gorda, FL)
\$100,000	Temporary removal of property
\$100,000	Transit
\$500,000	Unnamed locations
\$1,000,000	Valuable papers

This proposal is intended to give a brief overview. Higher limits may be available. Please refer to coverage forms for complete details regarding definition of terms, exclusions and limitations.



PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
UTILITIES PROPERTY

Boiler & Machinery Endorsement	
\$100,000	Ammonia Contamination (B&M), Any One Accident
\$1,000,000	Business Interruption (B&M), Any One Accident
\$100,000	Consequential Damage (B&M), Any One Accident
\$100,000	Expediting Expenses (B&M), Any One Accident
\$1,000,000	Extra Expense (B&M), Any One Accident
\$100,000	Hazardous Substances (B&M), Any One Accident
\$100,000	Water Damage (B&M), Any One Accident

Deductibles:

All deductibles listed below are per occurrence except with respect to coverage provided for Boiler & Machinery which shall be any One Accident.

Property Damage: \$50,000 except

Contractor's Equipment: \$25,000

Flood (100 year flood zone): 3% of the Property Damage Total Insurable Value of the units of insurance damaged in the Occurrence, subject to a minimum of \$100,000

Wind (Named Storms): 3% of the Property Damage Total Insurable Value of the units of insurance damaged in the Occurrence, subject to a minimum of \$100,000

Time Element (including but limited to):

Business Interruption: 120 hours per occurrence

Extra Expense: 120 hours per occurrence

Off Premises Power: 120 hours per occurrence

As respects real and personal property, all claims for loss, damage or expense arising out of any one occurrence shall be adjusted as on claim and from the amount of each such adjusted claim there shall be deducted the sum stated on the Declaration Page.

Deductibles for Property Damage and Time Element shall be applied separately.

This proposal is intended to give a brief overview. Higher limits may be available. Please refer to coverage forms for complete details regarding definition of terms, exclusions and limitations.



PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
UTILITIES PROPERTY

Additional Terms and Conditions:

1. Coverages and/or Extensions of Coverage not specifically mentioned, even though they may be outlined in your submission, are not included.
2. Premium to be paid in full within 30 days of inception.
3. Business Interruption coverage shall only apply to the 8998 SW County Road 769 scheduled main water treatment location.
4. 72 Hour Occurrence Definition applies to Wind, Flood, Earthquake and Riot.
5. Electrical transmission and distribution lines located beyond 1,000 feet from any Insured's locations are excluded.
6. Concrete reservoirs and underground pipes and pipelines are covered at Locations covered by this policy.
7. For purposes of the deductibles, a unit of insurance is considered to be each separate building and/or process unit and/or structure as listed on the Statement of Values on file with the Company.
8. Signed Terrorism election forms to be received within 30 days of effective date.
9. Signed Statement of Property Values to be provided within 30 days of effective date.
10. The following endorsements/Additional Endorsements will attach to and form part of the form:
 - a) ACE USA Property Declarations
 - b) Common Policy Conditions
 - c) Commercial Property Conditions
 - d) OFAC Advisory Notice to Policyholders
 - e) U.S. Foreign Account Tax Compliance Act (FATCA) Notice
 - f) Schedule of Forms and Endorsements
 - g) ST AR 100 Declarations
 - h) ST AR 200 General Conditions
 - i) ST AR 300 Property
 - j) ST AR 400 Business Interruption
 - k) Schedule of Locations
 - l) Accounts Receivable Endorsement
 - m) Agreed Amount Endorsement — PD
 - n) Agreed Amount Endorsement — BI
 - o) Annual Rate, Form, and Capacity Review Endorsement
 - p) Authorities Endorsement
 - q) Automatic Coverage Endorsement
 - r) Biological or Nuclear Materials Exclusion
 - s) Boiler & Machinery Endorsement
 - t) Cancellation Modification Endorsement
 - u) Data Distortion/Corruption Exclusion
 - v) Earthquake Endorsement
 - w) Electronic Data Processing Endorsement
 - x) Expediting Expense Endorsement
 - y) Extra Expense Endorsement
 - z) Fine Arts Endorsement

This proposal is intended to give a brief overview. Higher limits may be available. Please refer to coverage forms for complete details regarding definition of terms, exclusions and limitations.



PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
UTILITIES PROPERTY

Additional Terms and Conditions (continued):

- aa) Flood Endorsement
- bb) Increase Cost of Construction & Demolition Endorsement
- cc) Millennium Endorsement (Combined Property/Boiler & Machinery)
- dd) Mold Exclusion
- ee) Named Windstorm Definition
- ff) Off Premises Foam & Fire Fighting Expense Endorsement
- gg) Off Premises Power Endorsement - Bl
- hh) Political Risk Exclusion
- ii) Property Excluded Endorsement
- jj) Replacement Cost Endorsement
- kk) Sinkhole Endorsement
- ll) Temporary Removal of Property Endorsement
- mm) Terrorism Endorsement/Exclusions (if coverage accepted/rejected)
- nn) Time Element Definition
- oo) Trade or Economic Sanctions Endorsement
- pp) Transit Endorsement
- qq) Unnamed Locations Endorsement
- rr) Valuable Papers Endorsement
- ss) Bridge Wording Endorsement
- tt) Signatures Endorsement
- uu) State Amendatory Notices
- vv) Claims Notification

This proposal is intended to give a brief overview. Higher limits may be available. Please refer to coverage forms for complete details regarding definition of terms, exclusions and limitations.



PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

PREMIUM RECAPITULATION

Page 1 of 1

	<u>Annual Premium</u>	<u>Check Option</u>	
		<u>Accept</u>	<u>Reject</u>
Starr Tech Utility Property			
Premium	\$203,126.00		
Engineering Fee	\$4,900.00		
Florida State Surcharge	\$4.00		
Total Premium	\$208,030.00	<input type="checkbox"/>	<input type="checkbox"/>
<i>Optional - Certified Terrorism</i>	\$3,423.00	<input type="checkbox"/>	<input type="checkbox"/>
<i>Optional - Non-Certified Terrorism</i>	\$380.00	<input type="checkbox"/>	<input type="checkbox"/>
Total Premium Including TRIA	\$211,833.00		

I authorize PRIA to request the underwriters to bind coverage on the items indicated above and acknowledge receipt of the Compensation and Financial Condition Disclosure(s) provided in this proposal.

(Signature)

(Name & Title)

(Date)



PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

Notes of Importance:

1. Quotes provided in the proposal are valid until 03/01/2017. After this date terms and conditions are subject to change by the underwriters.
2. Premiums are subject to change if all lines of coverage quoted are not bound. **Premiums are subject to 25% minimum premium upon binding.**
3. Not all coverages requested may be provided in this quotation.
4. Flood quotes from NFIP may be available. Please advise your agent if you have property located in zones A or V and would like to have separate NFIP quotes.
5. Property values are based on information supplied by you. You should have reviewed your property schedule and as you deem necessary have appraisals done to verify your reported values are accurate based on current market conditions.
6. **The total premium is due within 30 days of inception. Premium financing can be arranged if needed.**
7. Quote is not bound until written orders to bind are received from the insured and the Company subsequently accepts the risk.
8. Should signed application reveal differing details/data than original application received, the entire quote/binder is subject to revision and possible retraction.
9. Higher limits of liability may be available. Please consult with your agent.
10. This proposal is based upon exposures to loss made known to the Public Risk Insurance Agency. Any changes in exposures (i.e. new operations, new acquisitions of property or change in liability exposure) need to be promptly reported to us in order that proper coverage may be put into place.
11. **This proposal is intended to give a brief overview. Please refer to coverage agreements for complete information regarding definition of terms, deductibles, sub-limits, restrictions and exclusions that may apply. In the event of any differences, the policy will prevail.**



PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

Retail Compensation Disclosure

In addition to the commissions or fees received by us for assistance with the placement, servicing, claims handling, or renewal of your insurance coverages, other parties, such as excess and surplus lines brokers, wholesale brokers, reinsurance intermediaries, underwriting managers and similar parties, some of which may be owned in whole or in part by Brown & Brown, Inc., may also receive compensation for their role in providing insurance products or services to you pursuant to their separate contracts with insurance or reinsurance carriers. That compensation is derived from your premium payments. Additionally, it is possible that we, or our corporate parents or affiliates, may receive contingent payments or allowances from insurers based on factors which are not client-specific, such as the performance and/or size of an overall book of business produced with an insurer. We generally do not know if such a contingent payment will be made by a particular insurer, or the amount of any such contingent payments, until the underwriting year is closed. That compensation is partially derived from your premium dollars, after being combined (or "pooled") with the premium dollars of other insured's that have purchased similar types of coverage. We may also receive invitations to programs sponsored and paid for by insurance carriers to inform brokers regarding their products and services, including possible participation in company-sponsored events such as trips, seminars, and advisory council meetings, based upon the total volume of business placed with the carrier you select. We may, on occasion, receive loans or credit from insurance companies. Additionally, in the ordinary course of our business, we may receive and retain interest on premiums you pay from the date we receive them until the date of premiums are remitted to the insurance company or intermediary. In the event that we assist with placement and other details of arranging for the financing of your insurance premium, we may also receive a fee from the premium finance company.

Questions and Information Requests: Should you have any questions or require additional information, please contact this office at 386-252-6176 or, if you prefer, submit your question or request online at <http://www.bbinsurance.com/customerinquiry.shtml>.



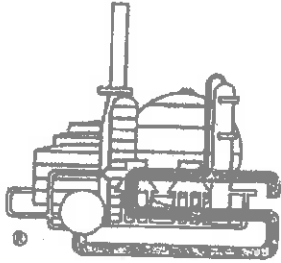
PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

Guide to Best's Ratings		
Best Category	Rating	Description
Secure	A++	Superior
Secure	A+	Superior
Secure	A	Excellent
Secure	A-	Excellent
Secure	B++	Very Good
Secure	B+	Very Good
Vulnerable	B	Fair
Vulnerable	B-	Fair
Vulnerable	C++	Marginal
Vulnerable	C+	Marginal
Vulnerable	C	Weak
Vulnerable	C-	Weak
Vulnerable	D	Poor
Vulnerable	E	Under Regulatory Supervision
Vulnerable	F	In Liquidation
Vulnerable	S	Rating Suspended
Not Rated	NR-1	Insufficient Data
Not Rated	NR-2	Insufficient Size and/or operating experience
Not Rated	NR-3	
Not Rated	NR-4	Rating Procedure Inapplicable
Not Rated	NR-5	Company Request
Rating Modifier	u	Under Review
Rating Modifier	q	Qualified
Affiliation Code	g	Group
Affiliation Code	p	Pooled
Affiliation Code	r	Reinsured

Guide to Best's Financial Size Categories		
Reflects size of insurance company based on their capital, surplus and conditional reserve funds in U.S. dollars.	I	Less than \$1,000,000
	II	\$1,000,000 - \$2,000,000
	III	\$2,000,000 - \$5,000,000
	IV	\$5,000,000 - \$10,000,000
	V	\$10,000,000 - \$25,000,000
	VI	\$25,000,000 - \$50,000,000
	VII	\$50,000,000 - \$100,000,000
	VIII	\$100,000,000 - \$250,000,000
	IX	\$250,000,000 - \$500,000,000
	X	\$500,000,000 - \$750,000,000
	XI	\$750,000,000 - \$1,000,000,000
	XII	\$1,000,000,000 - \$1,250,000,000
	XIII	\$1,250,000,000 - \$1,500,000,000
	XIV	\$1,500,000,000 - \$2,000,000,000
	XV	Greater than \$2,000,000,000

Public Risk Insurance Agency always strives to place your coverage with highly secure insurance companies. We cannot, however, guarantee the financial stability of any carrier.





TARR TECHNICAL RISKS AGENCY, INC.

Name: Justin Weltschiff
Title: Assistant Manager
Phone: 404-720-1968

3353 Peachtree Road, NE, Suite 1000
Atlanta, GA 30326
Fax: 404.946.1498

RENEWAL QUOTATION

NAMED INSURED: Peace River Manasota Regional Water Supply Authority Page 9 of 17

STARR TECHNICAL RISKS AGENCY, INC.

POLICYHOLDER DISCLOSURE STATEMENT UNDER TERRORISM RISK INSURANCE ACT, AS AMENDED

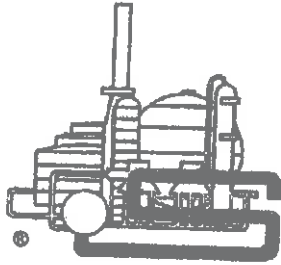
You are hereby notified that under the federal Terrorism Risk Insurance Act of 2002, as amended (the "Act"), you now have a right to purchase insurance coverage for losses arising out of an Act of Terrorism, which is defined in the Act as an act certified by the Secretary of the Treasury in consultation with the Secretary of Homeland Security and the Attorney General of the United States (i) to be an act of terrorism, (ii) to be a violent act or an act that is dangerous to (A) human life; (B) property or (C) infrastructure, (iii) to have resulted in damage within the United States, or outside of the United States in case of an air carrier or vessel or the premises of a U.S. mission and (iv) to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. You should read the Act for the definition of an "Act of Terrorism" and other terms of the Act. The Secretary's decision to certify or not to certify an event as an Act of Terrorism and thus encompassed by this law is final and not subject to review. Coverage is subject to all policy exclusions (including nuclear hazard and war exclusions) and other policy provisions.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, COVERAGE MAY BE REDUCED.

For your information, coverage provided by this policy for losses caused by an Act of Terrorism may be partially reimbursed by the United States under a formula established by the Act. Under this formula, the United States pays a share, as per the schedule shown below, of terrorism losses covered by this law exceeding a statutorily established deductible that must be met by the insurer. This deductible is based on a percentage of the insurer's direct earned premiums for the year preceding the Act of Terrorism.

Schedule – Federal Share of Terrorism Losses:

85% Year 2015
84% Year 2016
83% Year 2017
82% Year 2018
81% Year 2019
80% Year 2020



TARR TECHNICAL RISKS AGENCY, INC.

Name: Justin Weitschiff
Title: Assistant Manager
Phone: 404-720-1988

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Fax: 404.946.1498

RENEWAL QUOTATION

NAMED INSURED: Peace River Manasota Regional Water Supply Authority Page 10 of 17

Unless you reject coverage under the Act by so indicating below and returning this Policyholder Disclosure statement to us, you will have accepted Terrorism coverage under the Act at a premium of \$3,423 for a limit of \$112,678,478 part of \$112,678,478.

Please indicate your selection below.

_____ I hereby elect to purchase coverage in accordance with the Act.

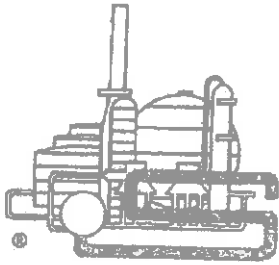
_____ I hereby reject coverage and accept the exclusion in accordance with the Act.

Signature of Insured

Date: _____

SIGN HERE

Print Name/Title



TARR TECHNICAL RISKS AGENCY, INC.

Name: Justin Weltschiff
Title: Assistant Manager
Phone: 404-720-1968

3353 Peachtree Road, NE, Suite 1000
Atlanta, GA 30326
Fax: 404.946.1498

RENEWAL QUOTATION

NAMED INSURED: Peace River Manasota Regional Water Supply Authority **Page 16 of 17**

TERRORISM RISK INSURANCE ACT, AS AMENDED, CAP ON LOSSES ENDORSEMENT

With respect to any one or more "certified acts of terrorism" under the TERRORISM RISK INSURANCE ACT of 2002, as amended ("the Act"), the company shall not be liable under this policy for more than the amount that the company would be responsible under the terms of the Act (including subsequent action of Congress) due to the application of any clause which results in a cap of the Company's liability for payment of terrorism losses.

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury in consultation with the Secretary of Homeland Security and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act of 2002, as amended. The federal Terrorism Risk Insurance Act of 2002, as amended, sets forth the following criteria for a "certified act of terrorism":

1. The act resulted in aggregate losses in excess of \$5 million; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, COVERAGE MAY BE REDUCED.

TAB D
Property Statement of Values

PROPERTY - STATEMENT OF VALUES (SOV)

Covered Party:	Peace River Manasota Regional Water Supply Authority
Revised Date:	3/1/2017 to 3/1/2018
Date Completed:	1/15/18
Approved Date:	

Effective Date	Termination Date	Unit Number	DEPARTMENT	DESCRIPTION	Address Line 1	City	State	Zip	County	Year Built	Square Feet	# of Stories	Sprinkler %	Flood Zone	Building Replacement Value	
		001	120 / TP 1		OF OCCUPANCY (If Vacant, state "Vacant" if Under Construction, state "Under Construction," if Historic Bldg state "Historic")	8998 SW County Rd. 769	Arcadia	FL	34269	De Soto	1980	1		X	\$134,959	
		002	25 / TP 1&2		Activated carbon storage tank, intakes, pumps, motors	8998 SW County Rd. 769	Arcadia	FL	34269	De Soto	1980	1		X	\$95,971	
		003	30 / TP 1-5		Chlorine contact basin	8998 SW County Rd. 769	Arcadia	FL	34269	De Soto	1980	2		X	\$3,594,441	
		006	190		Filters and filter equipment	8998 SW County Rd. 769	Arcadia	FL	34269	De Soto	1980	1		X	\$658,482	
		008	6 / River Pump Station		Maintenance Building with #1 and 2 generators and SWP	8998 SW County Rd. 769	Arcadia	FL	34269	De Soto	1980	1		X	\$427,371	
		010	20 / TP 2		Intake structure and pumps	8998 SW County Rd. 769	Arcadia	FL	34269	De Soto	1980	1		X	\$461,432	
		011	20 / TP 2		Solid contact unit #1 concrete and mech. Equip.	8998 SW County Rd. 769	Arcadia	FL	34269	De Soto	1980	1		X	\$1,178,646	
		012	SRHSPS		Solid contact unit #2, updated in REP	8998 SW County Rd. 769	Arcadia	FL	34269	De Soto	1980	2		X	\$90,333	
		013			Operations bldg.	8998 SW County Rd. 769	Arcadia	FL	34269	De Soto	1980	1		X	\$115,745	
		014	35 / TP 1		Spares parts storage bldg.	8998 SW County Rd. 769	Arcadia	FL	34269	De Soto	1980	1		X	\$1,250,000	
		017	45 / GST #1		Motor control bldg.	8998 SW County Rd. 769	Arcadia	FL	34269	De Soto	1980	1		X	\$1,127,017	
		018	10		2MG Tank	8998 SW County Rd. 769	Arcadia	FL	34269	De Soto	1980	1		X	\$0	
		019	10 / Elec Equipment		Surface reservoir pump station	8998 SW County Rd. 769	Arcadia	FL	34269	De Soto	1980	1		X	\$117,248	
		020	10		Surface reservoir pumps	8998 SW County Rd. 769	Arcadia	FL	34269	De Soto	1980	1		X	\$76,726	
		021	15		Air Compressor & Bubble Aerator	8998 SW County Rd. 769	Arcadia	FL	34269	De Soto	1980	1		X	\$4,366,175	
		023	35 / TP 2		Pentagon splitter box	8998 SW County Rd. 769	Arcadia	FL	34269	De Soto	1980	1		X	\$1,224,120	
		026	51 WF #1		Transfer pump station concrete structure and transfer pumps	8998 SW County Rd. 769	Arcadia	FL	34269	De Soto	1980	1		X	\$1,280,000	
		028	100 MWSQ 1&2		ASR wells	8998 SW County Rd. 769	Arcadia	FL	34269	De Soto	1985	2		X	\$90,333	
		029	45 / GST #2		23 KV overhead power line, poles and transformers & Main Switchgear	8998 SW County Rd. 769	Arcadia	FL	34269	De Soto	1985	2		X	\$2,572,193	
		032			2 MG storage tank #2	8998 SW County Rd. 769	Arcadia	FL	34269	De Soto	1986	2		X	\$1,250,000	
		033	15 / TP 1&2		Maintenance Office	8998 SW County Rd. 769	Arcadia	FL	34269	De Soto	2002	1		X	\$90,333	
		034	20 / TP 2		PAC Combs Tanks	8998 SW County Rd. 769	Arcadia	FL	34269	De Soto	2002	2		X	\$258,028	
		035	30 / 7-12		Regio Mar/Sed Basins	8998 SW County Rd. 769	Arcadia	FL	34269	De Soto	2002	2		X	\$2,572,193	
		036	35 / TP 2		Filters	8998 SW County Rd. 769	Arcadia	FL	34269	De Soto	2002	2		X	\$33,740	
		037	45 / GST #3		MCC Transfer P3 Building	8998 SW County Rd. 769	Arcadia	FL	34269	De Soto	2002	2		X	\$1,580,094	
		038	100 / TP 1&2		2MG Storage Tank #3	8998 SW County Rd. 769	Arcadia	FL	34269	De Soto	2002	2		X	\$1,250,000	
		040	110		12 ASR Wells	8998 SW County Rd. 769	Arcadia	FL	34269	De Soto	2002	2		X	\$1,580,094	
		042	TP 2		TP1 Tank Sampling Bldg	8998 SW County Rd. 769	Arcadia	FL	34269	De Soto	2002	1		X	\$54,206	
		043	80 / TP		Polymer/Compressor Bldg	8998 SW County Rd. 769	Arcadia	FL	34269	De Soto	2002	1		X	\$127,057	
		044	125 / TP 2		Maintenance Shop	8998 SW County Rd. 769	Arcadia	FL	34269	De Soto	2002	1		X	\$224,932	
		045			Sludge Thickener #1	8998 SW County Rd. 769	Arcadia	FL	34269	De Soto	2002	2		X	\$337,388	
		046			PAC Storage Tank	8998 SW County Rd. 769	Arcadia	FL	34269	De Soto	2002	2		X	\$112,468	
		047			Yard Paving and Water Transmission Lines throughout Desoto, Man	Various Locations		FL						X	\$5,580,437	
		048			Portable building	8998 SW County Rd. 769	Arcadia	FL	34269	De Soto	2000	320	1		X	\$0
		049	Proj Pr-Hwy 17		Administrative Office	9415 Town Center Parkway	Lakewood R	FL	34262	Manatee	1999	7500	1	No	X	\$0
		049	Proj Pr-Hwy 17		Meal Building 67x40'	State Rd 17	Arcadia	FL	34268	De Soto	2007	2000	1		X	\$124,249
		050	Proj Pr-Hwy 17		Well Pump and Meter	State Rd 17	Arcadia	FL	34268	De Soto	2007	2000	1		X	\$37,469
		061	4		Transfer Pumps Assoc Piping	State Rd 17	Arcadia	FL	34268	De Soto	2007	2000	1		X	\$123,177
		062	191		SCADA (2); Inrd Cameras and Monitors	8998 SW County Rd. 769	Arcadia	FL	34269	De Soto	2006	2009	1		X	\$0
		063	20 / TP 3 &4		Reservoir Generator & Switchgear	8998 SW County Rd. 769	Arcadia	FL	34269	De Soto	2009	2009	1		X	\$6,940,160
		064	30 / TP 3 &4		Solid Contact Units	8998 SW County Rd. 769	Arcadia	FL	34269	De Soto	2009	2009	1		X	\$5,970,322
		065	35 / TP 3&4		Filters 30-46, Transfer Pump Station #3 &4	8998 SW County Rd. 769	Arcadia	FL	34269	De Soto	2009	2009	1		X	\$113,002
		066	46		Electrical Building	8998 SW County Rd. 769	Arcadia	FL	34269	De Soto	2008	2008	1		X	\$1,250,000
		067	46		2MG Storage Tank # 4	8998 SW County Rd. 769	Arcadia	FL	34269	De Soto	2008	2008	1		X	\$1,250,000
		068	46		2MG Storage Tank # 5	8998 SW County Rd. 769	Arcadia	FL	34269	De Soto	2008	2008	1		X	\$1,250,000
		069	62		2MG Storage Tank # 6	8998 SW County Rd. 769	Arcadia	FL	34269	De Soto	2008	2008	1		X	\$1,250,000
		069	62		H-8 Pump Station-North Regional	8998 SW County Rd. 769	Arcadia	FL	34269	De Soto	2008	2008	1		X	\$872,125

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
February 1, 2017

CONSENT AGENDA
ITEM 4

Administrative Office Lease Renewal

Recommended Action -

Motion to authorize Executive Director to renew lease for 9415 Town Center Parkway, Lakewood Ranch, Florida.

The lease for the Authority's administrative office in Lakewood Ranch expires on March 31, 2017. Pursuant to Section 1 of the lease dated September 20, 2011, the Authority has two 5-year options to renew the current lease at 95% of current market value. Susan Goldstein of Michael Saunders & Company Commercial Real Estate was engaged to perform a market value study for both lease and sale properties. Ms. Goldstein also investigated the availability of other properties that would be suitable for the Authority's administrative offices, but due to the size, moving expenses and significant build outs required for similar spaces, the recommendation was made to renew the current lease.

The Authority received the completed study in mid-December and per Ms. Goldstein's recommendation of a rental renewal of \$13.42/ft², the Landlord's agent, Ian Black Real Estate LLC was contacted. Negotiations were conducted with Ian Black Real Estate LLC and they have offered an annual rental amount of \$13.33/ft², with all other terms of the lease renewal remaining status quo, including common area maintenance costs as outlined in Section 12 of the Lease.

The Authority's Administrative office is strategically located with access to I-75 providing convenient accessibility to all our members, SWFWMD offices, banking facilities and other businesses utilized by the administrative staff of the Authority. Staff recommends the Board authorize the Executive Director to enter into a 5-year lease renewal based on the letter of recommendation from Michael Sanders & Company and the Landlord's rental renewal offer of \$13.33/ft² (compared to the current lease of \$13.51/ft²).

Budget Action: None

Attachments:

- Tab A Letter of Recommendation
- Tab B Market Value Study
- Tab C Original Lease Executed September 20, 2011

TAB A
Letter of Recommendation

January 17, 2017

Ms. Ann Lee
Peace River Manasota
9415 Town Center Pkwy
Lakewood Ranch, FL 34202

Re: Recommendation for Renewal of Peace River Lease

Dear Ms. Lee:

Based upon the evaluation previously prepared for Peace River Manasota, I recommend a lease renewal at your current location at a rate of \$13.42 psf NNN. This is based upon current market rates and availability.

Of the spaces currently available both North and South of University Parkway in Lakewood Ranch, none are exactly 7500+/- sf. The closest in size is 6540 sf and 9,952 sf. Rates are in line or higher than Peace River's rate. In essence, it would be difficult to replicate another location with the space currently occupied by Peace River. If done, it would require significant build out expense, and not provide for a savings.

Based upon the survey of properties available in the Market Area of the current location, I have assessed Market Rent to be \$14.13 psf NNN and appropriate rent to be \$13.42 psf for Peace River's renewal. This is based upon:

- The Average Modified Gross Square Footage Rate of \$20.79 psf.
- A range of \$18 to \$23 psf Modified gross.
- The current pass thru expense for the subject property being \$6.66 psf.
- The comparable base rent would be 14.13 ($\$20.79 - \$6.66 = \$14.13$).
- 95% of \$14.13 is \$13.42.

Please let me know if you require additional detail to support this recommendation.


Susan Goldstein
MS&C Commercial, Commercial Real Estate Specialist

TAB B
Market Value Study

Presented to:
Peace River Manasota
Regional Water Supply

(Leases)

By:
Susan Goldstein & Lauren Acosta

Michael Saunders & Company | **Commercial**
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Susan H. Goldstein, MBA, CCIM
Michael Saunders Company | Commercial

1025 Gateway Center, Suite 200
Atlanta, GA 30308

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Safe Analysis

CURRENT LISTINGS FOR SALE

Address	Zip Code	Sq. Ft.	Zoning	Year Built	Listed Price	Price Per Sq. Ft.	Comments
7035 Professional Pkwy E	34240	9,776	PCD	2002	\$1,515,000	\$ 154.97	Owner User - School
6731 Professional Pkwy W	34240	9,916	PCD	2004	\$1,800,000	\$ 181.52	Investment - Owner User
5481 Communications Pkwy	34240	10,773	PCD	2010	\$2,295,000	\$ 213.03	Owner User - Former Wellness Center
8916 77th Terrace	34202	14,250	PDR/PDMU	2008	\$1,966,500	\$ 138.00	Owner User
8433 Enterprise Cir	34202	17,569	PDR/PDMU	2000	\$3,500,000	\$ 199.21	Investment
6751 Professional Pkwy E	34240	30,000	PCD		\$5,601,574	\$ 195.86	Investment
6975 Professional Pkwy E	34240	30,000	PCD		\$4,204,750	\$ 140.16	Investment
						\$ 168.31	Average Price Per Sq. Ft.

RECENT SALES

Address	Zip Code	Sq. Ft.	Zoning	Sale Date	Sale Price	Sale Price Per Sq. Ft.	
5216 Paylor Ln #4	34240	3,007	PCD	5/30/2019	\$390,000	\$ 129.70	
6841 Energy Ct #B	34240	2,522	PCD	6/25/2020	\$380,000	\$ 150.67	
8916 77th Ter E	34202	8,000	PCD	12/9/2019	\$665,000	\$ 83.13	
8936 77th Terrace E	34202	2,189	PCD	3/1/2016	\$380,000	\$ 173.60	
11031 Gatewood Dr #A-1	34211	2,291	PCD	5/3/2020	\$339,000	\$ 147.97	
1850 Rye Rd #104	34212	2,918	PCD	1/12/2020	\$475,000	\$ 162.78	
1842 Rye Rd #106	34212	2,424	PCD	3/15/2020	\$249,900	\$ 103.09	
9021 Town Center Pkwy	34202	14,544	PCD	12/31/2015	\$1,860,000	\$ 127.89	
9009 Town Center Parkway	34202	20,000	PCD	2/1/2015	\$2,100,000	\$ 105.00	
7307 Merchant Ct	34240	2,480	PCD	10/1/2015	\$570,900	\$ 230.20	
7305 Merchant Ct	34240	2,508	PCD	6/22/2016	\$352,500	\$ 140.55	
6841 Energy Ct #B	34240	2,522	PCD	6/24/2016	\$380,000	\$ 150.67	
						\$ 142.10	Average Price Per Sq. Ft.

The information being provided to you by the licensee and broker is being supplied at your request and is not guaranteed to be free of errors. No independent verification of the accuracy of any information or documentation is represented by the real estate licensee. If you intend to rely on the information provided, you are notified that you should confirm any such information to include, but not limited to, projections, income calculations, zoning, use restrictions, permits or other material information directly with the appropriate governmental authority or the seller and its counsel. Any copyrighted material shall remain the property of the copyright owner and shall not be reproduced or transmitted in any form or by any means, electronic, mechanical, photocopying, recording, or by any information storage and retrieval system, without the prior written permission of the copyright owner.



SUSANG GOLDSTEIN

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Assistant
Susan W. Anderson, MBA, CFM
Michael Saunders & Company | Commercial

1000 Investment Blvd., Ste. 100
Farmingdale, NY 11735

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SUBJECT PROPERTY

9415 Town Center Parkway

Zip Code 34202

Sq. Ft. 11,886

Zoning PDMU

Year Built 1999

Value Per Sq. Ft.

\$1,480,828 \$ 124.59 2015 Assessed Value

\$1,475,000 \$ 124.10 Purchase Price

\$2,000,503 \$ 168.31 Value Based on Current Listed

\$1,689,053 \$ 142.10 Value Based on Recent Sales

\$ 2,468,722 \$ 207.70 Value Inc.: 6.5% cap rate at \$13.50 psf NNI

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Lease Analysis

CURRENT LISTINGS FOR LEASE

Address	Zip Code	Sq. Ft.	Zoning	Year Built	Lease PSF	CAM PSF	Total PSF	Lease Type
6731 Professional Pkwy	34240	5,760	PCD	2004	\$ 22.00	\$ -	\$ 22.00	MG
8433 Enterprise Cir	34202	5,982	PDR/PDMU	2000	\$ 15.50	\$ 6.60	\$ 22.10	NNN
6976 Professional Pkwy E	34240	6,092	PDMU		\$ 18.00	\$ -	\$ 18.00	MG
6901 Professional Pkwy East	34240	6,100	OPI	2005	\$ 14.00	\$ 4.88	\$ 18.88	NNN
6710 Professional Way W #6;	34240	6,540	PCD		\$ 23.00	\$ -	\$ 23.00	MG
6311 Atrium Dr Suite	34202	9,952	PDR/PDMU	1998	\$ 13.50	\$ 6.27	\$ 19.77	NNN
6371 Business Blvd	34240	10,000	PCD		\$ 18.00	\$ 6.00	\$ 24.00	NNN
6710 Professional Pkwy #202	34240	10,825	PCD		\$ 22.00	\$ -	\$ 22.00	MG
9024 Town Center Pkwy	34202	13,771	PDMU	2006	\$ 18.00	\$ -	\$ 18.00	MG
6802 Energy Ct	34240	20,850	PCD	2007	\$ 14.00	\$ 5.11	\$ 19.11	NNN
							\$ 20.69	Average Gross Asking Rent \$
							\$ 14.03	Average NNN Asking Rent
								based on Subject Property

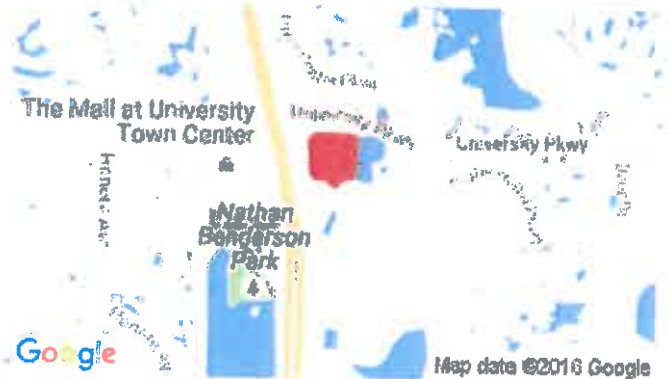
SUBJECT PROPERTY

Address	Zip Code	Sq. Ft.	Zoning	Year Built	Lease PSF	CAM PSF	Total PSF
9415 Town Center Parkway	34202	7,500	PDMU	1999	\$ 13.56	\$ 6.66	\$ 20.22

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Freestanding Office Building in LWR, Suite: 100 6731 Professional Parkway, Sarasota, FL 34240

Listing ID:	29946504
Status:	Active
Property Type:	Office For Lease
Office Type:	Medical, Office Building
Contiguous Space:	3,703 SF
Total Available:	3,703 SF
Gross Land Area:	88,858 SF
Lease Rate:	\$22 PSF (Annual)
Base Monthly Rent:	\$6,788 (Monthly)
Lease Type:	Gross Lease
Nearest MSA:	North Port-Sarasota-Bradenton
County:	Sarasota
Tax ID/APN:	0189110003
Zoning:	PCD
Class of Space:	Class A
Gross Building Area:	9,916 SF
Building/Unit Size (RSF):	9,091 SF
Highway Access:	Minutes from I-75
Year Built:	2004



Overview/Comments

Great Class "A" Office Building in Lakewood Ranch. Freestanding office building with Beautiful Finishes; inside and out! , Currently Separated Multiple units for extra income or large companies with many employees. , Only minutes from I-75 and UTC Mall. , Excellent, efficient floor plan., Ample Parking On Site for extra employees, 58 Parking Spaces, Stunning Exterior Finishes & Details, Fully Sprinkled. , Suite 100 - 3,703SF, Suite 102 - 939SF, Suite 103 - 2,389SF, Suite 104 - 2,063SF. , For Sale or Lease!, CAM - \$4.87

Property Contacts



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Lakewood Ranch Office Building

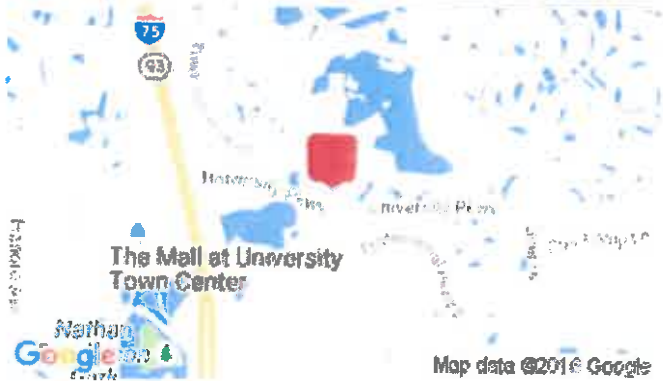
8433 Enterprise Cir, Bradenton, FL 34202

Listing ID:	29978948
Status:	Active
Property Type:	Office For Sale
Office Type:	Office Building
Sale Price:	\$3,500,000
Unit Price:	\$199.21 PSF
Sale Terms:	Cash to Seller
Nearest MSA:	North Port-Sarasota-Bradenton
County:	Manatee
Tax ID/APN:	587910753
Property Use Type:	Vacant/Owner-User
Class of Space:	Class B
Building/Unit Size (RSF):	17,569 SF



Overview/Comments

Total Land Size: 1.82 Acres, Total Building Size: 17,569 SF +/-, Sale Price: \$3.5 Million, Ideal Property for Owner/User/Investor, Two story, multi-tenant office building completed in 2000, Includes 4 suites with ability to subdivide further, Building naming opportunity, More than ample parking - 78 spaces, Located in desirable Lakewood Ranch, For financial information, Confidentiality Agreement required



Property Contacts



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Lakewood Ranch Office Suite, Suite: 6976

6976 Professional Pkwy E, Sarasota, FL 34240

Listing ID:	29736780
Status:	Active
Property Type:	Office For Lease
Office Type:	Medical, Office Building
Contiguous Space:	6,092 SF
Total Available:	6,092 SF
Lease Rate:	\$18 PSF (Annual)
Base Monthly Rent:	\$9,138 (Monthly)
Lease Type:	Modified Gross
Nearest MSA:	North Port-Sarasota-Bradenton
County:	Sarasota
Tax ID/APN:	0187050003



Overview/Comments

Available Square Feet: 6,092 SF +/-

Lease Rate: \$18.00 Modified Gross

Well appointed office suite for larger professional/medical user

11 private offices - 7 with window views, 4 interior offices

Large collaborative work area, expansive kitchen, 5 restrooms

Oversized storage area for files or additional offices

Ample parking at entrance and in rear of building

Good visibility and access on Professional Parkway



Property Contacts



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Lakewood Ranch Corporate Park Office, Suite: 108

6901 Professional Parkway East, Sarasota, FL 34240

Listing ID:	29549384
Status:	Active
Property Type:	Office For Lease
Office Type:	Business Park, Office Building
Contiguous Space:	6,069 - 12,495 SF
Total Available:	12,177 SF
Lease Rate:	\$14 PSF (Annual)
Base Monthly Rent:	\$7,080 - 14,577 (Monthly)
Lease Type:	NNN
Nearest MSA:	North Port-Bradenton-Sarasota
County:	Sarasota
Tax ID/APN:	0187-05-0008
Zoning:	OPI
Class of Space:	Class A
Gross Building Area:	49,028 SF
Building/Unit Size (RSF):	48,214 SF
Road Type:	Paved
Property Visibility:	Excellent



Overview/Comments

The Magnolia Green III building is located in the Lakewood Ranch Corporate Park just South of University Parkway on Lakewood Ranch Boulevard. It offers close proximity to I-75 and Main Street. This beautiful building was completed in 2006 and is home to the MSA only fortune 500 headquarters company.

The Magnolia Green office park offers professionally appointed common areas and convenient access to all Lakewood Ranch amenities.

- * Building monument signage available
- * Professional Corporate Park Location
- * Proximity to I-75 and University Parkway and the new Regional Mall with associated amenities
- * Built-out space ready for immediate occupancy

Property Contacts



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SIGNATURE OFFICE SPACE IN LAKEWOOD RANCH, Suite: 6700

6710 Professional Pkwy W, Sarasota, FL 34240

Listing ID:	28274009
Status:	Active
Property Type:	Office For Lease
Office Type:	Office Building
Contiguous Space:	2,978 - 6,540 SF
Total Available:	10,825 SF
Lease Rate:	\$23 PSF (Annual)
Base Monthly Rent:	\$5,707 - 12,535 (Monthly)
Lease Type:	Modified Gross
Nearest MSA:	North Port-Bradenton-Sarasota
County:	Sarasota
Tax ID/APN:	0189110004
Zoning:	PCD
Class of Space:	Class A
Gross Building Area:	58,496 SF
Building/Unit Size (RSF):	51,423 SF
Parking Type:	Surface



Overview/Comments

- Available Square Feet: 1,117 to 6,540 RSF +/-
- Lease Rate: \$20.00 to \$22.00 Modified Gross
- Class A Mediterranean-style building offers 3 available suites
- Building features elegant lobby, high ceilings and beautiful interiors
- Ground floor suite with private entrance
- Easy access to I-75 and all Lakewood Ranch amenities
- Monument signage available

Property Contacts



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Lakewood Ranch Office Space, Suite: 204

6311 Atrium Dr, Bradenton, FL 34202

Listing ID:	29938582
Status:	Active
Property Type:	Office For Lease
Office Type:	Office Building
Contiguous Space:	2,086 - 4,859 SF
Total Available:	17,227 SF
Lease Rate:	\$13.50 PSF (Annual)
Base Monthly Rent:	\$2,346 - 5,466 (Monthly)
Lease Type:	NNN
Nearest MSA:	North Port-Sarasota-Bradenton
County:	Manatee
Tax ID/APN:	587910555



Overview/Comments

Available Square Feet: 2,086 to 17,227 RSF +/-

Lease Rate: \$13.50 PSF NNN

Operating Expenses: \$6.27 PSF

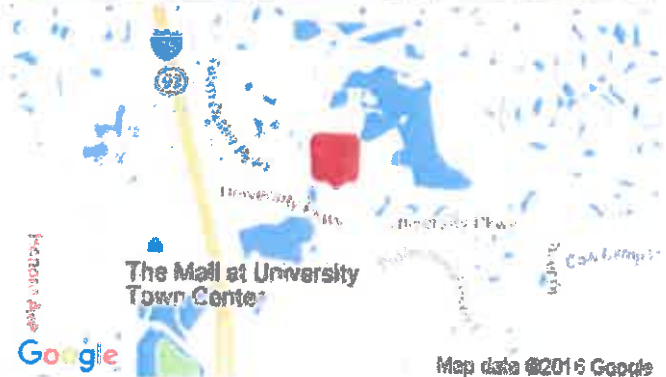
Join Bank of America as a Tenant in this well maintained building

Landlord will consider subdividing ground floor

Monument signage on Town Center Pkwy

Close to Lakewood Ranch Main Street for dining and shopping

Easy access to I-75 at the University Pkwy interchange



Property Contacts



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Signature Office Building Fronting University Parkway, Suite: 201

6371 Business Boulevard, Sarasota, FL 34240

Listing ID:	1751584
Status:	Active
Property Type:	Office For Lease
Office Type:	Business Park, Mixed Use
Contiguous Space:	10,000 SF
Total Available:	10,000 SF
Lease Rate:	\$18 PSF (Annual)
Base Monthly Rent:	\$15,000 (Monthly)
Lease Type:	NNN
Nearest MSA:	North Port-Bradenton-Sarasota
County:	Sarasota
Tax ID/AFN:	0187-02-0002
Zoning:	PCD
Class of Space:	Class A
Gross Building Area:	20,720 SF
Building/Unit Size (RSF):	20,720 SF
Year Built:	2006
Parking Type:	Surface



Overview/Comments

Square Feet Available: 10,000 SF +/-

Lease Rate: \$18.50 NNN

Lease entire Second floor in Class A building

Elevator entrance with large reception

Floorplan includes 24 offices, large conference room, open

area with cubicles, private restrooms and breakroom

with beautiful views of preserve

Abundant parking and easy access to I-75 and area amenities

Property Contacts



Susan Goldstein

MICHAEL SAUNDERS & COMPANY

941-350-9747 [M]

941-907-9595 [O]

susangoldstein@michaelsaunders.com

SIGNATURE OFFICE SPACE IN LAKEWOOD RANCH, Suite: 6700

6710 Professional Pkwy W, Sarasota, FL 34240

Listing ID:	28274009
Status:	Active
Property Type:	Office For Lease
Office Type:	Office Building
Contiguous Space:	2,978 - 6,540 SF
Total Available:	10,825 SF
Lease Rate:	\$23 PSF (Annual)
Base Monthly Rent:	\$5,707 - 12,535 (Monthly)
Lease Type:	Modified Gross
Nearest MSA:	North Port-Bradenton-Sarasota
County:	Sarasota
Tax ID/APN:	0189110004
Zoning:	PCD
Class of Space:	Class A
Gross Building Area:	58,496 SF
Building/Unit Size (RSF):	51,423 SF
Parking Type:	Surface



Overview/Comments

Available Square Feet: 1,117 to 6,540 RSF +/-
Lease Rate: \$20.00 to \$22.00 Modified Gross
Class A Mediterranean-style building offers 3 available suites
Building features elegant lobby, high ceilings and beautiful interiors
Ground floor suite with private entrance
Easy access to I-75 and all Lakewood Ranch amenities
Monument signage available

Property Contacts

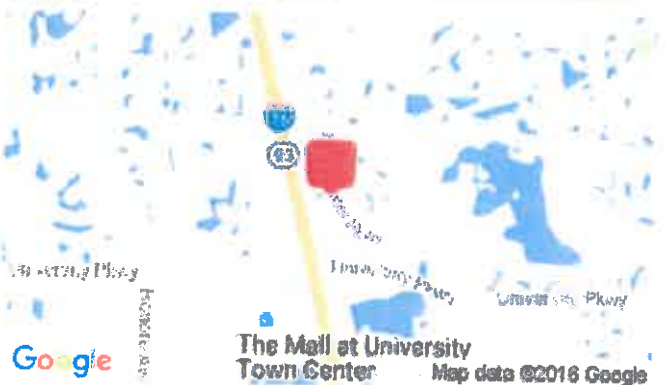


Susan Goldstein
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susangoldstein@michaelsaunders.com

Make your Presence Felt in Lakewood Ranch, Suite: 104

9024 Town Center Parkway, Lakewood Ranch, FL 34202

Listing ID:	29825476
Status:	Active
Property Type:	Office For Lease
Office Type:	Office Building
Contiguous Space:	2,500 - 4,771 SF
Total Available:	13,771 SF
Lease Rate:	\$19 PSF (Annual)
Base Monthly Rent:	\$3,958 - 7,554 (Monthly)
Lease Type:	Full Service
Nearest MSA:	North Port-Sarasota-Bradenton
County:	Manatee
Zoning:	PDMU
Class of Space:	Class A
Gross Building Area:	4,771 SF
Building/Unit Size (RSF):	4,771 SF
Year Built:	2006



Overview/Comments

Your business will make a statement in this 4,771 +/- sq. ft. professional office space. This modern office offers a mix of collaborative and private work spaces, with lots of natural light, and is conveniently located just minutes from University Parkway and I-75.

- Private east facing entrance
- Modern features and build out
- Grand reception area
- Glass windowed conference room
- Generous parking
- Well maintained exterior
- Easy access to restaurants and shopping

Property Contacts



Susan Goldstein
MICHAEL SAUNDERS & COMPANY
941-350-9747 (M)
941-907-9595 (O)
susangoldstein@michaelsaunders.com

Free Standing Office Building, Suite: Entire Building 6802 Energy Court, Sarasota, FL 34240

Listing ID:	29849689
Status:	Active
Property Type:	Office For Lease
Office Type:	Office Building
Contiguous Space:	8,000 - 28,500 SF
Total Available:	28,500 SF
Gross Land Area:	2.40 Acres
Lease Rate:	\$14 PSF (Annual)
Base Monthly Rent:	\$9,333 - 33,250 (Monthly)
Lease Type:	NNN
Nearest MSA:	North Port-Sarasota-Bradenton
County:	Sarasota
Tax ID/APN:	0189160004
Zoning:	PCD
Class of Space:	Class A
Gross Building Area:	20,500 SF
Building/Unit Size (RSF):	20,500 SF
Property Visibility:	Fair
Year Built:	2007



Overview/Comments

This is a must see 20,500 +/- sq. ft. single story, stand-alone building ready for a corporate tenant. Built in 2007, this building was originally designed for the owners business and no expense was spared. The building is a traditional office layout, with multiple offices surrounding the exterior and large area of open collaborative space. It also features greatly enhanced structural components and was designed to withstand 215-mile per hour winds. Building also is equipped with a full-building generator for reserve power in severe weather. This is a well-designed, highly efficient building with excellent parking and access on all four sides. The building sits at the end of a cul-de-sac on a 2.4 +/- acre lot which backs up to a preserve.

This is a sublease with the current lease expiring in April 2022. The master lease also has 2-five year options remaining.

Property Contacts



Susan Goldstein
MICHAEL SAUNDERS & COMPANY
941-350-9747 (M)
941-907-9595 (O)
susangoldstein@michaelsaunders.com

TAB C
Original Lease Executed September 20, 2011

LEASE

This Lease is made and entered into as of this 30 day of September, 2011, by and between Landlord and Tenant identified below:

1. INFORMATIONAL PROVISIONS AND DEFINITIONS.

LANDLORD: MCF Florida, LLC
8614 WESTWOOD CENTER DRIVE, SUITE 500
VIENNA VA 22182

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

BUILDING: 63% of 11,919 SF
to include 7,533 SF

PREMISES: The location of the premises within the building is more particularly depicted on the attached Exhibit "A".

COMMENCEMENT DATE: December 1, 2011

TERMINATION DATE: March 31, 2017

INITIAL TERM RENT: \$7,533.00 (plus CAM charges of \$5.50 per SF)

Lease Term	Annual Rent	Monthly
12/1/11 to 3/31/12	No rent	
4/1/12 to 3/31/13	\$90,396.00	\$7,533.00 (plus CAM)
4/1/13 to 3/31/14	\$93,107.88	\$7,758.99 (plus CAM)
4/1/14 to 3/31/15	\$96,901.12	\$7,991.76 (plus CAM)
4/1/15 to 3/31/16	\$98,778.15	\$8,231.51 (plus CAM)
4/1/16 to 3/31/17	\$101,741.49	\$8,478.46 (plus CAM)

RENEWAL TERM RENT rates: Two (2) 5-year options to renew at 95% of then current market rates.

PERMITTED USE: General office use

SECURITY DEPOSIT: Waived.

FIRST MONTH'S RENT: \$10,985.63 (based on first payment of rent including CAM)

LAST MONTH'S RENT: \$11,931.08 (based on final payment of rent including CAM)

SALES TAX: Tenant represents that it is a tax-exempt organization and shall present proof of exemption to Landlord. Should Tenant's tax status change during the course of the lease it shall be responsible for all applicable sales tax.

Landlord
Tenant




2. TERM.

Landlord hereby leases to Tenant the above described premises for a term beginning on the Commencement Date and ending at 5:00 p.m. on the Termination Date ("Initial Term") subject to all of the terms and conditions of this Lease. This is not a month-to-month or year-to-year Lease. Landlord shall give Tenant possession of the Premises on the Commencement Date. Notwithstanding, the Landlord shall provide to the Tenant access to the Premises prior to the Commencement Date at no charge to the Tenant for a minimum of thirty (30) days.

3. RENT.

Tenant shall pay to Landlord, as rent for the Initial Term and the Renewal Terms(s), if any, without offset, demand, set off or counterclaim, at the address from time to time provided by Landlord, the Annual Rent for the applicable Lease Year in monthly installments plus sales tax as follows:

(A) The first monthly installment (or a pro-rated portion thereof if the Commencement Date is not the first day of the month) plus applicable sales tax shall be paid to Landlord simultaneously with Tenant's execution of this Lease. Thereafter, each monthly installment plus applicable sales tax shall be paid in advance on or before the first day of each month. Tenant may or may not be invoiced for rent and the failure to receive an invoice shall not excuse timely rent payment.

(B) If Tenant defaults in the payment of any installment of rent hereunder, such installment shall bear interest at the rate of eighteen percent (18%) per annum from ten (10) days after the day it is due until actually paid. In like manner, all other obligations, benefits, and monies which may become due to Landlord from Tenant under the terms hereof, or which are paid by Landlord because of Tenant's default hereunder, shall bear interest at the rate of eighteen percent (18%) per annum, from ten (10) days after the due date until paid, or in the case of sums paid by Landlord, because of Tenant's default hereunder, from the date such payments are made by Landlord until the date Landlord is reimbursed by Tenant therefor. In addition, Tenant shall pay Landlord a ten percent (10%) late charge on all rent payments. Should Tenant remit a partial payment for any rent or other charges due hereunder, Landlord may apply said partial payment to any rent or other charges owed by Tenant to Landlord as Landlord deems necessary or appropriate in its sole discretion.

(C) Tenant shall pay any increases in the applicable sales tax during this Lease period or any renewal thereof.

(D) The acceptance of partial payments of rent shall not, under any circumstances, constitute a waiver by Landlord of the right to collect the balance of rent due nor affect any notice or legal proceedings which may have been commenced pursuant to this Lease or Florida Statutes.

(E) Tenant agrees to pay a service charge of \$25.00 or five percent (5%) of the amount of the check, whichever is greater, for all dishonored or returned checks. In the event Tenant tenders a check which is returned or dishonored, all future rental payments shall be made in the form of a cashier's check or money order. All rents lost in the mail shall be treated as if unpaid until received by Landlord.

(F) All costs, expenses and obligations, together with all taxes, interest and penalties thereon, required to be paid by Tenant under this Lease, and all expenses Landlord incurs because of Tenant's default under any of the terms or conditions of this Lease, including but not limited to, (i) attorney's fees and costs through appellate proceedings; (ii) all charges for labor, services and materials used in connection with any improvements or repairs to the Premises undertaken by Tenant and/or (iii) taxes and assessments now or hereafter levied, assessed, imposed or levied by law upon all fixtures and personal property of Tenant placed on, attached to or used in connection with the Premises, shall be deemed

Landlord
Tenant




Additional Rent and Landlord shall have all rights and remedies with respect to such Additional Rent as are provided herein for nonpayment of the base rental. Any Additional Rent that relates to any delayed performance, nonperformance, or any default by Tenant shall be deemed payable on the first day of the month next following such occurrence or nonoccurrence, unless otherwise stated in this Lease.

4. SECURITY DEPOSIT AND LAST MONTH'S RENT.

(A) A Security Deposit and Last Month's rent equal to the sums set forth in paragraph 1 shall be deposited with Landlord simultaneously with Tenant's execution of this Lease. The foregoing amount will be held by Landlord, without liability for interest, as security for the full and faithful performance by Tenant of each and every term, covenant and condition of this Lease on the part of Tenant to be observed and performed.

(B) If any payment by Tenant under this Lease shall be overdue and unpaid, or should Landlord make payments on behalf of Tenant, or should Tenant fail to perform any of the terms of this Lease, then Landlord may, at its option, and without prejudice to any other remedy which Landlord may have on account thereof, appropriate and apply the entire Security Deposit and Last Month's Rent, and any other monies of Tenant held by Landlord, or so much thereof as may be necessary to compensate Landlord toward the payment of any amount then due from Tenant, or toward any loss, damage or expense sustained by Landlord resulting from such default on part of Tenant, and in such event, Tenant shall forthwith, upon demand by Landlord, restore the Security Deposit and Last Month's Rent to its original sum. In the event Tenant shall fully and faithfully comply with all of the terms, covenants and conditions of this Lease and promptly pay all sums as they fall due, the Security Deposit shall be returned in full to Tenant following the Termination Date and the surrender of the Premises by Tenant in compliance with the provisions of this Lease, less any sum or sums retained by Landlord on account of loss or damage to real or personal property.

(C) Landlord may deliver the Security Deposit and Last Month's Rent to any purchaser, grantee, assignee, or successor of Landlord's interest in the Premises in the event such interest is sold, transferred or conveyed; and thereupon Landlord shall be discharged and released from all further liability with respect to the Security Deposit and Last Month's Rent or their return to Tenant, and Tenant agrees to look solely to the new Landlord for the return of the Security Deposit and Last Month's Rent and this provision shall also apply to any subsequent transferee.

5. INTENTIONALLY DELETED

6. PARKING AND COMMON AREAS.

Subject to the terms and conditions of this Lease, and to reasonable rules and regulations regarding use as prescribed from time to time by Landlord, Tenant shall have non-exclusive use of the parking lot adjacent to the Premises, with up to 37 spaces reserved for the employees. Landlord may from time to time assign limited and particular parking spaces for the sole and exclusive use of Landlord, Tenant or other tenants of the Building, their officers, agents, employees or invitees in such manner as Landlord may deem necessary or appropriate.

The Common Areas referred to in this Lease shall mean all common parking areas, driveways, landscaping areas, lighting, delivery areas, utility areas, lobby/Entry areas and those portions of the Building shared by more than one tenant of the Building and with respect to which one tenant does not have exclusive use or rights. Landlord shall provide maintenance to such Common Areas. However, notwithstanding the foregoing, Tenant agrees to maintain the entry area in a clean and orderly condition. None of the parking and Common Areas will be supervised by Landlord, and Landlord shall not be liable for any injuries, damages, theft or loss to persons or property which may occur on or near such areas.

Neither the parking area nor any portion of the Common Areas in the Building shall be used by

Landlord 
Tenant 

Tenant, or any agent or employee of Tenant, for any advertising, political campaigning or other similar use, including, without limitation, the dissemination of advertising or campaign leaflets or flyers.

7. NO LIENS.

Tenant shall keep the Premises free of liens and encumbrances. Tenant has no authority to create an encumbrance or construction lien on the Premises. If an encumbrance or lien is placed against the Premises and is not removed within sixty (60) days, Landlord may require Tenant to give satisfactory security for its removal in an amount equal to that of the encumbrance or lien with costs, expenses, interest and attorney's fees, including appellate proceedings. Tenant may contest the validity of the encumbrance or lien, but if Tenant fails to do so or to diligently prosecute the contest or to have the encumbrance or lien released, Landlord may release it, with the right in his controlled discretion to compromise it, but with no duty to do so. Tenant shall reimburse Landlord on demand for any sums so expended.

8. USE.

Tenant, its successors and assigns shall use the Premises exclusively for the Permitted Use stated at the beginning of this Lease and for no other use or purpose whatsoever. No use of the premises by Tenant shall violate the terms of any restrictive covenant affecting the Building on the Commencement Date or the terms of any Lease with respect to any portion of the Building and any violation thereof shall constitute a default hereunder. Tenant shall comply with all applicable laws, ordinances, rules and regulations of all governmental authorities respecting the use, operation and activities of the Premises, the Building, the Common Areas, and all portions thereof (including, without limitation, the use of side-walks, streets, approaches, drives, entrances and other Common Areas serving the Premises, by itself, its employees, invitees and licensees), and Tenant shall, at its own expense and subject to Landlord's prior written approval, promptly install any alteration, addition, or improvement to the Premises required by any laws, ordinances, rules and regulations of governmental authorities. Tenant shall not make, suffer or permit any unlawful, offensive or improper use of the Premises, or such other areas, or any part thereof, or permit any nuisance in the Premises or other areas. Tenant agrees to abide by and cause its employees, customers, servants, agents, visitors, licensees, assignees, sublessees and representatives to abide by any rules or regulations promulgated by Landlord, which rules and regulations shall treat all tenants equally, shall not discriminate against Tenant, and shall not unreasonably interfere with the conduct of Tenant's business. Landlord may from time to time during the term of this Lease make reasonable changes and additions to said rules and regulations provided such changes and additions are applicable to all other tenants in the Building. Landlord's failure to enforce any existing or future rules and regulations, either against Tenant or any other tenant in the Building, shall not constitute a breach hereunder or waiver of any rules and regulations. However, any rule or regulation not generally enforced against other Tenants in the Building will not be discriminatorily enforced against Tenant. Tenant's failure to abide by such rules and regulations shall constitute a default under the terms of this Lease in the same manner as if the same were contained herein as covenants.

9. OBSTRUCTIONS.

Tenant shall not store or place any materials of whatsoever kind or nature or any obstructions in the lobby, passageways, stairs or sidewalks abutting the Building or in any of its public portions.

10. SIGNS.

Landlord reserves the exclusive right to control the exterior appearance of the Premises and the Building, including, but not limited to signs, decorations, and advertising of any type visible from the exterior of the Premises or the Building (including those on the interior or on windows or doors), shades, awnings, window coverings of anything whatsoever affecting the visual appearance of the outside of the Premises or Building. Tenant will be allotted a pro-rata share of the existing monument sign, provided its design, location and manner of attachment have the prior written approval of Landlord. Any signs placed will require the prior written approval of the governing authorities.

Landlord
Tenant

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11. ENTRY.

Tenant covenants and agrees, all without liability to Landlord and without abatement of Rent, (i) to permit Landlord and the holder of any mortgage on the Building, and their respective representatives, to enter the Premises at all reasonable hours in order to inspect the Premises, to make repairs, replacements or improvements in or to the Premises or the Building, to comply with any laws, orders and requirements of governmental or other authority or to exercise any right reserved to Landlord by this Lease (including the right during the progress of any such repairs, replacements or improvements or while performing work and furnishing materials in connection with compliance with any such laws, order or requirements to keep and store within the Premises all necessary materials, tools and equipment); (ii) to permit Landlord, at all reasonable hours, to show the Premises in connection with any prospective sale of the Building, or any prospective mortgage, or other method of financing or refinancing of the Building; and (iii) that Landlord may, but shall not be obligated to, permit access to the Premises and open the same, whether or not Tenant shall be present, upon demand of any receiver, trustee, assignee for the benefit of creditors, sheriff, marshal or court officer entitled to, or reasonably purporting to be entitled to such access for the purpose of taking possession of or removing Tenant's property, or for any lawful purposes (but this provision and any action by Landlord hereunder shall not be deemed a recognition by Landlord that the person or official making such demand has any right or interest in or to this Lease, or in or to the Premises), or upon demand of any representative of the fire, police, building, sanitation, or other department of their city, state or federal governments or any other governmental authority. During the six months prior to the expiration of the term of this Lease or any renewal term, and at reasonable hours, Landlord may exhibit the Premises to prospective tenants. Landlord shall be permitted access to the Premises upon any emergency. If Tenant shall not be personally present to open and permit an entry into the Premises, at any time when for any reason an entry therein shall be necessary or permissible, Landlord or Landlord's agent may enter the same by a master key, or may forcibly enter the same, without rendering Landlord or such agents liable therefor, and without in any manner effecting the obligations and covenants of this Lease. Nothing herein contained, however, shall be deemed or construed to impose upon Landlord any obligation, responsibility or liability whatsoever, for the care, maintenance or repair of the Premises or of the Building, except as otherwise herein specifically provided.

12. UTILITIES AND COMMON AREA MAINTENANCE COSTS.

Landlord shall pay for all refuse collection used on the Premises or Common Areas unless such services are separately metered or charged to the Premises. Tenant shall pay for telephone service, electricity and all other utilities used on their portion of the Premises. Tenant shall also be responsible for their share of the common area maintenance costs, which include, but are not limited to, Lakewood Ranch Association Fees, real property taxes, building insurance and exterior, interior systems, lawn, parking lot maintenance and repair. Commencing with the rental installment due for April 1, 2012, Tenant shall be responsible for CAM monthly installments, based on Tenant pro rata share (63%) of CAM charges. In December of each year of this Lease, the Landlord shall compute and determine Tenant's actual pro rata share of the prior years CAM costs and Tenant shall, within thirty days (30) from receipt of Landlord's invoice, reimburse Landlord for any underpayment (or receive credit for any overpayment) of installments. Landlord shall, using actual CAM expenses expended during that year, calculate and provide Tenant notice of its pro rata monthly CAM charge obligation for the following annual term. CAM charges and the monthly installment obligations relating to same, shall for all purposes hereof be treated as additional rent, due to Landlord with the payment of the base rent provided hereinabove.

13. TENANT IMPROVEMENTS AND ACCEPTANCE OF THE PREMISES.

Tenant, at Tenant's sole cost and expense, shall perform and complete all such improvements as Tenant may require as set forth in Exhibit "B" attached hereto and incorporated by reference herein, if any ("Tenant Improvements"). All of the Tenant Improvements shall be performed and completed at Tenant's sole cost and expense and shall be completed in good and workmanlike manner. Landlord's approval of

Landlord 
Tenant 

the plans, specifications and working drawings (all of which are required to be submitted to Landlord) for the Tenant Improvements shall create no responsibility or liability on the part of Landlord for their completeness, design sufficiency or compliance with all laws, ordinances, rules and regulations of governmental authorities. Tenant shall, at its own expense, apply for and obtain any required building permits. Landlord shall not be obligated to make any improvements whatsoever to the Premises prior to taking possession. No representations or warranties, express or implied, have been made by or on Landlord's behalf about its condition or compliance with laws, ordinances, rules, and regulations of governmental authorities. With the exception of Landlord's improvements specifically set forth in Exhibit "B", and Landlord's work letter, Tenant shall be deemed to have accepted the Premises in its existing condition and state of repair if Tenant takes occupancy without objecting thereto in writing.

14 TENANT'S CARE OF THE PREMISES.

(A) Tenant shall not make any alterations in or additions or improvements to the Premises without the prior express written consent of the Landlord. Landlord's refusal to grant such consent shall be conclusive.

(B) Tenant shall keep the Premises in a clean, safe and sanitary condition and shall permit no waste to occur to the Premises or fixtures therein or to any additional, alterations or improvements thereto, whether installed by Landlord or Tenant, and shall maintain all interior halls, doors, and windows, if any, in a neat and clean condition and shall not permit rubbish, refuse or garbage to accumulate or any fire or health hazard to exist upon or about the Premises or other areas. All waste or injury to the Building, Premises or fixtures or to any additions, alterations or improvements thereto, caused by moving the property of Tenant or its agents in or out of the building, or any waste or injury whatsoever done by Tenant, its agents, servants, employees, independent contractors, licensees, invitees or visitors, as well as any damage done by water, electricity, fire or other substance due to the neglect of the aforesaid, shall be promptly repaired by Tenant. In the event Tenant fails to comply with the foregoing provisions, Landlord shall have the right, but not the obligation, to enter upon the Premises and to make all necessary repairs, the cost of which shall be borne by Tenant and which shall become due and payable upon delivery of a statement of such costs by Landlord to Tenant or mailing the same, postage prepaid, to Tenant at his last known address.

(C) Tenant agrees to make no alterations, additions or improvements to the Premises without Landlord's prior written consent and all such alterations, additions and improvements shall be performed and completed at Tenant's sole cost and expense and shall be completed in good, first class, workmanlike manner. Landlord's approval of the plans, specifications, and working drawings (all of which are required to be submitted to Landlord) for the alteration, addition or improvement shall create no responsibility or liability on the part of Landlord for their completeness, design sufficiency or compliance with all laws, ordinances, rules and regulations of governmental authorities. All Landlord alterations, additions, or improvements upon or affixed to or in the Premises (including, but not limited to, floor coverings, wall coverings, window treatments, and anything bolted, nailed, plumbed or otherwise secured in a matter customarily deemed to be permanent), whether installed by Landlord or Tenant, shall be deemed to be a fixture inuring to the Building, and shall not be subject to attachment or a construction, materialmen's or similar lien, and shall in any event be and become the property of Landlord and remain upon the Premises and be and become the property of Landlord and remain upon the Premises and be surrendered at the end of this Lease, or Landlord, at its sole option, may require Tenant, at Tenant's expense, to promptly remove any or all of such alterations, additions or improvements and restore the Premises to the same condition as exists either on the Commencement Date or prior to the date of the alteration, addition or improvement. Business machines and such equipment are excluded from this subparagraph.

(D) Tenant shall not use the Premises in any manner which shall invalidate or be in conflict with fire insurance policies covering the Building, or increase the rate of fire insurance on the Building over

Landlord
Tenant

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that in effect prior to this Lease. If, by any reason of failure of Tenant to comply with the provisions of this subparagraph, then the fire insurance rate shall at the beginning of this Lease or at any time thereafter be higher than it otherwise would be, then Tenant shall reimburse Landlord as additional rent hereunder for that part of all fire insurance premiums thereafter paid by Landlord, which shall have been charged because of such failure or use by Tenant and shall make such reimbursement upon the first day of the month following such payment by Landlord.

(E) Tenant shall cooperate fully with Landlord to assure the efficient and economic operation of the Building's heating, air conditioning and plumbing systems and shall contract with a licensed HVAC contractor for a service contract for quarterly maintenance of the HVAC system in the Premises. Tenant shall be responsible for regular maintenance costs up to a maximum of \$500.00 per incident. Repairs or replacements above \$500.00 shall be considered capital improvements, to be paid by Landlord.

(F) Tenant shall not install any equipment which uses a substantial amount of electricity without the prior express consent of Landlord. Tenant shall ascertain from Landlord the maximum amount of electrical current which can be safely used in the Premises. Landlord's consent to the installation of electrical equipment shall be construed to relieve Tenant from the obligation not to use more electricity than the safe capacity. Tenant shall not place a load upon any floor or the premises which exceeds the load per square foot which the floor is designed to carry. All machines and equipment shall be installed in such a manner by Tenant so as to eliminate the transmission of noise, vibration or electrical or other interference from the Premises to other areas of the Building.

(G) Tenants shall not penetrate the roof of the Building or place anything thereon without the prior written consent of Landlord. Any roof penetrations must be made by a contractor approved by Landlord. Tenant shall promptly repair any damage or wear to the roof resulting in whole or in part from such use or caused by penetrations made during installation of equipment or by vibration of said equipment. Furthermore, Tenant shall assume and pay for damages of any type suffered by anyone as a result of the above acts.

(H) Tenant agrees to strictly comply with all pertinent laws, ordinances, statutes and regulations whatsoever, of any governmental body of subdivision, incident to its occupancy of the Premises and its use thereof.

(I) At the end of the term or upon termination of this Lease, Tenant shall deliver up the Premises, without delay, in good condition and repair, reasonable wear and tear excepted, and in a broom-clean condition with all glass, doors and windows intact. Any personal property left on the Premises after the termination of this Lease shall be deemed to have been abandoned and Landlord may retain or dispose of same without accountability.

15. QUIET POSSESSION.

Landlord shall, on the Commencement Date of the term of this Lease, as hereinabove set forth, place Tenant in quiet possession of the Premises and shall secure it in the quiet possession thereof against all persons lawfully claiming the same during the entire Lease term and each extension thereof.

16. INSURANCE.

Throughout the term of this Lease and any extension or renewal thereof, Tenant shall maintain in force a policy or policies of public liability insurance (including broad form general liability extension endorsement) insuring Tenant against the claims of all persons or personal injuries or property damage, or both, arising out of or incident to Tenant's use or occupancy of said Premises. Landlord shall be named as additional insured under said policies and Tenant shall deliver certificates evidencing such coverage in an amount of not less than One Million Dollars (\$1,000,000.00) for any property damage or loss from any one accident, and not less than One Million Dollars (\$500,000.00) for injury to any one

Landlord JB
Tenant [Signature]

person from any one accident. Such certificates shall provide that the coverage cannot be canceled without at least thirty (30) days written notice to Landlord. Tenant, at its sole cost and expense, shall at all times insure and keep insured for the benefit of Landlord and Tenant, as their respective interests shall appear, all of Tenant's fixtures, equipment, signs and tenant improvements in or appurtenant to the Premises, including, but not limited to, all those items installed in or affixed to the Premises as a part of Tenant's work, to the full insurable value thereof against loss or damage by fire, water and other perils ordinarily covered by an extended coverage endorsement. This requirement is promulgated to protect Tenant in the event of roof leaks, among other things. Tenant shall further maintain all such workmen's compensation insurance and other policies of insurance as Landlord may require or as may be required by law. Nothing contained herein shall constitute a waiver by the Tenant of its sovereign immunity or the limitations set forth in Section 768.28, Florida Statutes, as currently in effect or as lawfully amended in the future.

17. TAXES.

All assessments levied on the Building and all other similar charges shall be paid by Landlord, but shall be included in the CAM charge calculations for the building, with Tenant responsible for its pro rata share. All personal property taxes levied on any property located in the Premises shall be paid by Tenant. If any taxes for which Tenant is liable are levied or assessed against Landlord or Landlord's property, and if Landlord elects to pay the same or if the assessed value of Landlord's property is increased by inclusion of personal property, furniture or fixtures placed by Tenant in the Premises, and Landlord elects to pay the taxes based on such increase, Tenant shall pay to Landlord upon demand, that part of such taxes for which Tenant is primarily liable hereunder. Tenant represents it is a tax exempt organization and shall furnish Landlord with proof of such exemption.

18. CASUALTY LOSS.

Landlord has the option to repair or restore the Premises or to terminate this Lease if all or a substantial part of the Premises is destroyed by casualty. If Landlord elects to terminate, Landlord shall notify Tenant of said termination in writing within thirty (30) days after the casualty. If Landlord elects to repair or restore, the rent abates in proportion to the impairment of use that can be reasonably made of the Premises until it is repaired or restored. If the repairs or restorations are not made within one hundred eighty (180) days after the casualty or if a licensed architect in the county certifies that the repairs or restorations cannot be made within that time with reasonable diligence, this Lease may be terminated by Tenant by written notice to Landlord within thirty (30) days thereafter.

19. CONDEMNATION.

If all or a substantial part of the Premises is taken under eminent domain, this Lease shall terminate at the option of either party on the date when the condemning authority takes possession. Tenant has no claim to the condemnation award. If the Lease is not terminated, the rent abates in proportion to the impairment of use that can be made of the Premises.

20. DEFAULT BY TENANT.

The occurrence of one or more of the following is a default under this Lease by Tenant:

(A) Failure to pay rent or make any other payment required under this Lease within ten (10) days following a due date;

(B) Failure to comply with any provision of this Lease other than subparagraph (a) if the failure continues for ten (10) days after written notice from Landlord to Tenant; but if the default is one that requires more than ten (10) days to cure, Tenant shall have a reasonable time to cure it if he begins curing within ten (10) days after the notice and diligently prosecutes it to completion;

(C) Assignment of this Lease by Tenant, or the subletting of all or any portion of the Premises

Landlord
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without first obtaining the written consent of Landlord as required by the terms of this Lease;

(D) Making a general assignment or arrangement for the benefit of creditors; or being adjudicated a bankrupt; or receiving the benefit of any insolvency, readjustment of debts, reorganization or bankruptcy law, or entering into an agreement of composition with creditors; or having a receiver or trustee appointed to take possession of Tenant's assets on the Premises or his interest in this Lease when possession is not restored to him within thirty (30) days; or the seizing under legal process of Tenant's assets on the Premises or his interest in this Lease when the seizure is not discharged within thirty (30) days;

(E) Vacating or abandoning the Premises for more than fifteen (15) consecutive days,

(F) Ceasing its business operations on the Premises; or

(G) Allowing a lien to be placed on the Premises for services performed or materials provided.

21. REMEDIES ON DEFAULT.

(A) If a default by Tenant occurs, Landlord may:

(1) Immediately re-enter and remove all persons and property from the Premises and place said property in a public warehouse or elsewhere at Tenant's expense without liability;

(2) Relet the Premises or any part of it, for the account of Tenant for the remainder of the terms to any tenant at rent and conditions that Landlord deems advisable. Landlord shall credit the rent received on the balance due from Tenant first to any expenses incurred because of the repossession, next to interest and the balance to principal. Landlord may repair or restore the premises if required for reletting. Repossession shall not terminate this Lease unless Landlord gives written notice or termination to Tenant;

(3) Collect each installment of rent or other sum due under this Lease as it becomes due or otherwise enforce any of its provisions that are not being complied with by Tenant;

(4) Await the end of the term of this Lease and then collect all rent or other sums due under it;

(5) Terminate this Lease by written notice to Tenant in which event Tenant shall immediately surrender possession of the Premises and pay Landlord all loss or damages incurred because of Tenant's default including all rent due or to become due, all of which shall become due forthwith.

(B) Notice or demand is not a prerequisite to any remedy unless another part of this Lease provides for notice or demand in which event that provision shall prevail.

(C) In addition to any other loss or damages that Landlord sustains because of Tenant's default, Tenant shall pay all reasonable expenses of repair, alteration, renovation or addition to the Premises required as a result of his tenancy or required to relet the Premises, transfer and storage charges for Tenant's personal property removed from the Premises, and broker's commissions incurred by Landlord in reletting the Premises.

(D) Tenant grants Landlord a lien on Tenant's property located within the Premises to secure all sums due or to become due under this Lease in addition to any statutory lien or right to distrain. Tenant shall not remove his property from the Premises until all money due Landlord is paid. If Tenant's property is removed, the lien continues for a period of six (6) months during which Landlord may seize Tenant's property wherever found and sell it or so much of it as will satisfy all money due Landlord without process. This lien may be enforced by distress regardless of the nature of the money due.

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(E) All remedies of Landlord are cumulative to each other and to any other remedies given by law. All rights of Landlord on Tenant's default apply to a renewal or extension of this Lease. By making a payment for Tenant or from any security deposit, Landlord does not waive Tenant's default or any right Landlord has because of this default.

(F) Notwithstanding any termination and/or expiration of Tenant's interest under this Lease, Tenant's liability, including but not limited to the payment of all rents and other payments required of Tenant, whether accruing prior to or after the date of termination and/or expiration of this Lease, shall survive and continue, and shall not affect Landlord's right to collect said sums.

22. EXCULPATION.

Landlord shall not be liable for any injury to Tenant's business or loss of income from it, or for damage to his personal property or that of his employees, invitees, customers or any other person in or on the Premises, or for injury to Tenant or his employees, agents or contractors caused by casualty or accident, whether the loss, damage or injury in any case results from conditions on the Premises or on other parts of any building of which the Premises is a part or from other sources and regardless of whether the cause or means of rectifying it is inaccessible to Tenant. Landlord shall not be liable to Tenant for any claim or demand arising from any act or omission of any other tenant in any building in which the Premises is located. Landlord and Tenant waive all claims and demands against each other for loss or damages to the property of either located on the Premises or to the Premises caused by any hazard covered by insurance and for which subrogation may be waived under the insurance policies. Both parties shall obtain insurance policies on their respective property or the Premises, as the case may be, that contain provisions permitting waiver of subrogation before loss.

23. INDEMNITY.

To the extent authorized by law and subject to the limitations of Section 768.28 Florida Statutes, Tenant shall indemnify Landlord and hold him harmless from any claims or demands arising from:

(A) Tenant's use or possession of the Premises and the conduct of any business by Tenant on the property and anything done or permitted by Tenant in or about the Premises, or any of them;

(B) Any default of Tenant under this Lease;

(C) The negligence of Tenant and his agents, contractors or employees or any of them;

(D) Any damage to the property of Tenant or others or injury to any person on or about the Premises from any cause;

(E) Any legal or administrative proceeding in connection with, or in any way related to the occupancy or use of the Premises by Tenant in which Landlord is made a party without his fault;

(F) All costs and expenses incurred by Landlord in connection with items indemnified against. Tenant shall defend any legal action or proceeding resulting from a claim or demand indemnified against Landlord at Tenant's expense by attorneys satisfactory to Landlord on receipt of written notice from Landlord to do so.

Landlord shall indemnify Tenant and hold him harmless from any claims or demands arising from any and all loss, damages, claim, demand, liability or expense by reason of any damage or injury to persons (including loss of life) or property that may arise or be claimed to have arisen as a result of our in connection with, or in any way related to Common Area and Building, other than the Premises. Landlord shall defend any legal action or proceeding resulting from a claim or demand indemnified against Tenant

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at Landlord's expense by attorneys satisfactory to Tenant on receipt of written notice from Tenant to do so.

24. HOLDING OVER.

If Tenant retains possession of the Premises after expiration of this Lease or a timely and properly exercised option to renew or extend, as provided herein, Tenant shall be considered a tenant at will and it shall be deemed a month-to-month tenancy, if the Landlord accepts rent for such holdover period. During each month of the holdover period, Tenant shall comply with all of the terms of this Lease, as though it remained in force and the monthly rent shall be increased to 150% of the monthly rental installment immediately preceding the end of the lease, together with all CAM and extra rent charges applicable under the lease terms. Payment and acceptance of rent is not a renewal or extension of this Lease. Landlord may terminate the holdover period on thirty (30) days written notice to Tenant before the end of any month for which it has accepted a rental payment and may thereafter immediately resume possession of the Premises at the end of the notice month. Notwithstanding termination, the Tenant shall be liable and shall timely pay the full rent and CAM charges for the entire final month of the holdover period, as provided herein.

25. ASSIGNMENT AND SUBLEASE.

(A) Tenant may not assign or sublease this lease without the prior written consent of the Landlord.

Notwithstanding the foregoing Landlord will not consider any proposed assignment of this Lease if any of the following conditions exist: (i) if Tenant has been delinquent in the payment of rent for more than five (5) days for any month prior to such proposed assignment; (ii) if Tenant is in default under the terms of this Lease regardless of significance; (iii) if the proposed assignee's or subtenant's projected use of the Premises involves the use, storage, generation or disposal of Hazardous Substances, as that term is defined in this Lease; or (iv) if as a result of the proposed assignment or sublease, Landlord would be subjected to compliance with additional requirements of law or governmental regulations beyond those requirements which are applicable to the assignee or subtenant, including, without limitation, the "American With Disabilities Act."

(B) In the event of such Assignment or Sublease, such Assignment or Sublease shall be evidenced by a written instrument in form and substance reasonably satisfactory to Landlord and a duplicate original of such instrument shall be delivered to Landlord. Any instrument of Assignment shall contain a specific assumption by the assignee of all obligations of the Tenant hereunder. Any Sublease shall provide that it is expressly subject and subordinate to this Lease, and shall contain the written consent of the subtenant to the terms and conditions of this Lease and any mortgage now or hereafter encumbering the property, and to the direct enforcement thereof by Landlord against subtenant. Tenant hereby assigns absolutely and unconditionally to Landlord all of its right, title and interest in and to all subleases now or hereafter in effect including, without limitation, all rents due or to become due from any present or future subtenant, subject to permission hereby given by Landlord to collect subrents for as long as this Lease is current, in good standing, and not in default. Tenant will not directly or indirectly collect or accept any payment of subrent (excluding a security deposit) under any sublease more than one month on advance of the date when same shall become due. In the event Tenant shall sublease all or part of the Premises for rentals in excess of those rentals payable hereunder, Tenant shall pay to Landlord, as additional rent hereunder, all such excess rentals.

(C) Landlord is expressly given the right to assign any or all of its interest or rights under the terms of this Lease.

(D) If Tenant is a corporation and any transfer, sale, pledge, or other disposition of any portion of the stock of Tenant shall occur, or power to vote any portion of the stock of Tenant be changed, such

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action shall be considered an assignment under the terms of this Lease. If Tenant is a trust or partnership, the addition or withdrawal of any partner or change in the beneficial ownership of Tenant shall be considered an assignment under the terms of this Lease.

26. MEDIATION

In the event of any dispute, other than collection of rental payments due, parties agree to submit same to mediation prior to litigating and such process is a condition precedent to filing a lawsuit to resolve the dispute. The parties, if unable to agree on an acceptable mediator, will each choose a mediator who will then meet and choose a third mediator to handle the process. The cost of mediation shall be borne by the parties equally.

27. NOTICES

Until advised otherwise in writing, all notices under this Lease shall be given to Landlord at Landlord's address:

All notices under this Lease to Tenant shall be given to Tenant at Tenant's business address at the Premises as described on Page 1.

28. ESTOPPEL CERTIFICATE.

At any time on not less than three (3) days written request by Landlord, Tenant shall execute and deliver a written statement certifying that this Lease is unmodified and in full force or, if modified, that it is in full force as modified, setting forth the modifications, and the dates to which rent and other charges have been paid in advance and whether Tenant has any claims or demands against the Landlord and, if so, the nature and extent of them. The statement may be relied on by a prospective purchaser or encumbrance of the Premises. The failure of the Tenant to execute and deliver to Landlord the Estoppel Certificate in accordance with the foregoing provisions of this paragraph within the said three (3) day period shall constitute an acknowledgment by the Tenant to any person entitled, as aforesaid, to rely thereupon that this Lease is unmodified and in full force and effect and that the Rent and other charges have been duly and fully paid to and including the respective due dates immediately preceding the date of such notice and the amount of the balance of the Security Deposit (if any) held by Landlord, and shall constitute, as to any person entitled as aforesaid to rely upon such statements, a waiver of any defaults of Landlord which may exist prior to the date of such notice.

29. SUBORDINATION AND ATTORNMENT.

Landlord may sell or encumber the Building of which the Premises is a part, or this Lease, at any time, subject to Tenant's rights and interest which shall be subordinate to any mortgage now or hereafter encumbering the Building. Tenant shall subordinate his interest under this Lease to any mortgage placed on part or all of the property by Landlord and shall execute any instruments required for this purpose. Tenant shall attorn and establish direct privity of estate and contract with and recognize any purchaser of the Building as the Landlord under this Lease. Upon the absolute transfer of the Building to any party assuming Landlord's obligations hereunder, Landlord shall be relieved of any and all obligations to Tenant hereunder.

30. SEVERABILITY.

In case one or more of the provisions contained in this Lease shall be for any reason held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions thereof and this Lease shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

31. ENTIRE AGREEMENT.

This Lease constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter

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within it. No oral promises, representations or affirmations, made contemporaneously with the execution of this Lease shall operate to modify, enlarge, or contradict its express terms. This Lease may be executed in duplicate, each of which shall serve as an original.

32. MODIFICATION.

No amendment, modification, or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof, and duly executed by the parties hereto.

33. WAIVER.

No waiver by the parties hereto of any default or breach of any term, condition or covenant of this Lease shall be deemed to be a waiver of any other breach of the same for any other term, condition or covenant contained herein.

34. BROKERAGE.

Except for brokers employed by Landlord or brokers representing Tenant acknowledged by separate writing by Landlord, Tenant covenants, warrants and represents to Landlord that there was no broker instrumental in consummating this Lease and that no conversations or prior negotiations were had by Tenant with any such broker concerning the renting of the Premises. Landlord acknowledges its responsibility for compensation for commissions due, if any, for brokers employed or acknowledged by it in writing, if any. Tenant agrees to indemnify and hold Landlord harmless against and from all liabilities, including attorney's fees, arising from any claims for brokerage commissions or finder's fees resulting from any conversation or negotiations had by Tenant with any broker or any other person, other than a broker employed or acknowledged in writing by Landlord.

35. ATTORNEY'S FEES.

In the event Tenant breaches any of the terms of this Lease whereby Landlord employs attorneys to protect or enforce its rights hereunder and prevails, then Tenant shall reimburse Landlord for the Landlord's reasonable attorneys' fees as well as court costs and any and all other expenses incurred by Landlord in protecting or securing its rights hereunder.

36. PARTIES BOUND.

This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns when permitted by this agreement. This Lease does not confer any right, claim or privilege on a person or governmental authority not a party.

37. APPLICABLE LAW.

This agreement shall be construed under and in accordance with the laws of the State of Florida. This agreement shall not be construed against a party solely because that party prepared it.

38. OPTION TO RENEW.

Provided Tenant is not in default under this Lease, Tenant shall have the option to renew this Lease for the number of Renewal Terms set forth in Paragraph 1, if any. Subject to Tenant's exercise of same as hereinafter provided, each Renewal Term will be for the number of years set forth in Paragraph 1, after the expiration of the Initial Term or the immediately preceding Renewal Term. In order to exercise its option to renew, or any of them, Tenant shall mail written notice of the exercise of each renewal option to Landlord at least six (6) months prior to the expiration of the Initial Term or the then existing Renewal Term, as the case may be, but no earlier than Nine (9) months prior to the expiration of the Initial Term or the then existing Renewal Term as the case may be. Where applicable, it shall be a condition to Tenant's right to any Renewal Term that Tenant has exercised its right to the immediately preceding Renewal Term. All of the terms, provisions, covenants, conditions and obligations of this Lease pertaining to the Initial Term shall automatically apply to any Renewal Term. The "Term" of this Lease shall mean and

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refer to the initial Term and any Renewal Term(s) which are provided to and properly exercised by Tenant, as hereinabove described.

39. COMMON AREA MODIFICATION AND NAME OF BUILDING.

Notwithstanding anything to the contrary contained in this Lease, Landlord reserves the right to increase, decrease or otherwise modify or alter the Common Areas. Landlord reserves the right to change the name of the Building at any time, and from time to time, at Landlord's sole discretion.

40. RECORDING.

Tenant shall not record this Lease or a memorandum thereof in the public records of any county. Any such recordation shall constitute a breach of this Lease.

41. HEADINGS AND CONSTRUCTION.

Headings used in this Lease are for convenience only and shall not be used to interpret or construe its provisions. Each term and provision of this Lease to be performed by Tenant shall be construed to be both a covenant and a condition. Time is of the essence of this Lease. Masculine gender is used in this Lease and includes other genders as the context requires.

42. LANDLORD'S WARRANTY.

Landlord represents and warrants that it is the lawful owner of the entire Building and the underlying real estate and is in quiet, peaceful and lawful possession of the entire Building and real estate and has the legal right to enter into this Lease.

43. LANDLORD AS LIMITED LIABILITY COMPANY.

The parties understand and agree that the person who signed this Lease is a managing agent for the Building, and the owner of the Building owns the Building as a limited liability company and that neither the managing agent nor the LLC shall have any personal liability for any reason whatsoever arising under this Lease.

44. RADON GAS.

RADON IS A NATURALLY OCCURRING RADIOACTIVE GAS THAT, WHEN IT HAS ACCUMULATED IN A BUILDING IN SUFFICIENT QUANTITIES, MAY PRESENT HEALTH RISKS TO PERSONS WHO ARE EXPOSED TO IT OVER TIME. LEVELS OF RADON THAT EXCEED FEDERAL AND STATE GUIDELINES HAVE BEEN FOUND IN BUILDINGS IN FLORIDA. ADDITIONAL INFORMATION REGARDING RADON AND RADON TESTING MAY BE OBTAINED FROM YOUR COUNTY PUBLIC HEALTH UNIT.

45. HAZARDOUS SUBSTANCES.

A. Hazardous Waste. "Hazardous Waste" shall mean and include those elements or compounds which are contained in the list of hazardous substances adopted by the United States Environmental Protection Agency (EPA) and the list of toxic pollutants designated by Congress or the EPA or defined by any other Federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material as now or at any time in effect.

B. Representation and Warranties. Tenant specifically represents and warrants that the use and operation of the Property comply with all applicable environmental laws, rules and regulations, including, without limitation, the Federal Resource Conservation and Recovery Act and the Comprehensive and Liability Act of 1980 and all amendments and supplements thereto and Tenant shall continue to comply therewith at all times. Specifically, and without limiting the generality of the foregoing, there are not now and there shall in the future be any Hazardous Waste located or stored in, upon or at the Property, and there are not now nor shall there be at any time any releases or discharges from the Property.

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C. Indemnification.

1. Tenant hereby agrees to indemnify Landlord and hold Landlord harmless from and against and all losses, liabilities, including strict liability, damages, injuries, expenses, including attorney's fees of attorneys of Landlord's choice, costs of any settlement or judgment and claims of any kind and every kind whatsoever paid, incurred or suffered by, or asserted against Landlord by any person or entity or governmental agency for, with respect to, or as a direct or indirect result of, the presence on or under, of the escape, seepage, leakage, spillage, discharge, emission or release from the Property of any Hazardous Waste (including without limitation, any losses, liabilities, including strict liability, damages, injuries, expenses, including attorneys' fee for attorneys of landlord's choice, costs of any settlement or judgment or claims asserted or arising under the Comprehensive Environmental Response Compensation and Liability Act, any Federal, state or local "Superfund" or "Superfund" laws, and any and all other statutes, laws, ordinances, codes, rules, regulations, orders or decrees regulating, with respect to or imposing liability, including strict liability, substances or standards of conduct concerning any Hazardous Waste), regardless of whether within Tenant's control.

2. The aforesaid indemnification and hold harmless agreement shall benefit Landlord from the date hereof and shall continue notwithstanding payment, release or discharge of this Lease, and, without limiting the generality of the foregoing such obligations shall continue for the benefit of Landlord and any subsidiary of Landlord during and following any possession of the Property thereby or any ownership of the Property thereby, such indemnification and hold harmless agreement to continue forever.

D. Notice of Environmental Complaint. If Tenant shall receive any notice of: (i) the happening of any material event involving the spill, release, leak, seepage, discharge or cleanup of any Hazardous Waste on the Property or in connection with Tenant's operations thereon; or (ii) any complaint, order, citation or material notice with regard to air emissions, water discharges, or any other environmental, health or safety matter affecting Tenant (an "Environmental Complaint") from any person or entity, then Tenant immediately shall notify Landlord orally and in writing of said notice.

E. Mortgagee's Reserved Rights. In the event of receipt of an Environmental Complaint, Landlord shall have the right, but not the obligation (and without limitation of Landlord's rights under this Lease) to enter onto the Property or to take such other actions as it shall deem necessary or advisable to clean up, remove, resolve or minimize the impact of, or otherwise deal with, any such Hazardous Waste or Environmental Complaint following receipt of any such notice from any person or entity having jurisdiction asserting the existence of any Hazardous Waste or Environmental Complaint pertaining to the Property or any part thereof which, if true, could result in an order, suit or other action against Tenant and/or which, in Landlord's sole opinion, could jeopardize the value of the Property. All reasonable costs and expenses incurred by Landlord in the exercise of any such rights shall be secured by this Lease and shall be payable by Tenant upon demand as additional rent.

F. Environmental Audits. If Landlord shall have reason to believe that Hazardous Waste has been discharged on the Property, Landlord shall have the right, in its sole discretion, to require Tenant to perform periodically to Landlord's satisfaction (but not more frequently than annually unless an Environmental Complaint shall be then outstanding), at Tenant's expense, and environmental audit and, if deemed necessary by Landlord, an environmental risk assessment of: (a) the Property; (b) hazardous waste management practices; and/or (c) Hazardous Waste disposal sites used by Tenant. Said audit and/or risk assessment must be by an environmental consultant satisfactory of Landlord. Should Tenant fail to perform any such environmental audit or risk assessment within thirty (30) days after Landlord's request, Landlord shall have the right to retain an environmental consultant to perform such environmental audit or risk assessment. All costs and expenses incurred by Landlord in the exercise of such rights shall be secured by this Lease and shall be payable by Tenant upon demand as additional

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rent. Any environmental audit required by Tenant shall be at Tenant's sole cost and expense, and any remediation suggested or requested by such an audit shall be performed by Tenant at Tenant's sole cost and expense.

G. Breach. Any breach of any warranty, representation or agreement contained in this Section shall be a material default hereunder and shall entitle Landlord to exercise any and all remedies provided in this Lease, or otherwise permitted by law.

46. INTENTIONALLY DELETED

47. EXHIBITS.

The exhibits attached to this Lease are hereby incorporated herein and made a part hereof. Notwithstanding anything to the contrary contained in this Lease, the terms of the Exhibits shall control.

48. ADA COMPLIANCE.

Tenant acknowledges that the Premises may constitute a place of public accommodation or a commercial facility under Title III of the American's with Disabilities Act ("ADA") and that the ADA is applicable to both an owner and a lessee of a place of public accommodation or commercial facility. Tenant further acknowledges that, under the ADA any structural alteration to, or change of use as originally permitted by Owner, of the leased premises must comply with accessibility standards set forth in the rules promulgated by the Department of Justice, 28 C.F.R. Sec. 36.101 et. seq. In the event Tenant makes any such change of use of, or alteration to the Premises which would require compliance with Title III of the ADA and the accessibility standards promulgated by the Department of Justice, Tenant agrees to design and build such structural alterations so as to comply with the ADA and the accessibility standards. Tenant hereby agrees to indemnify and hold Landlord harmless from and against any and all liabilities, claims, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions or causes of action of any and every kind and nature arising or growing out of or in any way connected with any structural alteration of the Premises by Tenant. Nothing contained herein shall be construed to modify the requirement that any alteration to the Premises must have the prior written approval of Landlord, and such approval, if given, shall not be construed to be a waiver by Landlord of Tenant's obligations and agreements as set forth in this paragraph.

49. WAIVER OF JURY TRIAL.

LANDLORD AND TENANT WAIVE THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, OR RELATED TO, THE SUBJECT MATTER OF THIS LEASE. THE PARTIES HERETO AGREE THAT VENUE SHALL BE SARASOTA COUNTY. THIS WAIVER IS KNOWINGLY, INTENTIONALLY, AND VOLUNTARILY MADE BY TENANT AND TENANT ACKNOWLEDGES THAT NEITHER LANDLORD NOR ANY PERSON ACTING ON BEHALF OF LANDLORD HAS MADE ANY REPRESENTATIONS OF FACT TO INDUCE THIS WAIVER OF TRIAL BY JURY OR IN ANY WAY TO MODIFY OR NULLIFY ITS EFFECT. TENANT FURTHER ACKNOWLEDGES THAT IT HAS BEEN REPRESENTED (OR HAS HAD THE OPPORTUNITY TO BE REPRESENTED) IN THE SIGNING OF THIS LEASE AND IN THE MAKING OF THIS WAIVER BY INDEPENDENT LEGAL COUNSEL, SELECTED OF ITS OWN FREE WILL, AND THAT IT HAS HAD THE OPPORTUNITY TO DISCUSS THIS WAIVER WITH COUNSEL. TENANT FURTHER ACKNOWLEDGES THAT IT HAS READ AND UNDERSTANDS THE MEANING AND RAMIFICATIONS OF THIS WAIVER PROVISION AND AS EVIDENCE OF THIS ACT SIGNS ITS INITIALS.


INITIALS OF TENANT

Landlord 
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IN WITNESS WHEREOF, the undersigned parties hereto have executed this Lease effective the date first above written.

LANDLORD:
MCF, L.L.C.

Witnesses:

Christine Pham
Jan [unclear]

By: Jay Scholow
As Its: Director, Asset Management

TENANTS:
Peace River Manasota Regional Water Supply

Authority

Witnesses:

Edward [unclear]
Brande [unclear]

By: [Signature]
As Its: Executive Director

Landlord JP
Tenant [Signature]

ASSIGNMENT AND ASSUMPTION OF LEASES AND CONTRACTS

MCF FLORIDA, LLC, a Florida limited liability company ("Assignor"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration to Assignor in hand paid by RANCH PROPERTY HOLDINGS, LLC, a Florida limited liability company ("Assignee"), has GRANTED, SOLD ASSIGNED, TRANSFERRED, CONVEYED, and DELIVERED and does by these presents GRANT, SELL, ASSIGN, TRANSFER, CONVEY, and DELIVER unto Assignee, all the following described properties, rights, and interests arising or used in connection with that certain real property described on Exhibit A attached hereto and incorporated herein by reference (the "Property"):

- (a) all leases, licenses or occupancy agreements that affect or relate to all or any portion of the Property or the improvements located on the Property, including, without limitation, that certain Lease dated September 20, 2011 with Peace River Manasota Regional Water Supply Authority (the "Tenant Lease");
- (b) all assignable contracts and agreements, leases, licenses, agreements and other binding arrangements, whether written or oral, including any amendments and other modifications thereto, relating to the upkeep, repair, maintenance or operation of the Property or the improvements located thereon;
- (c) all other rights, privileges and appurtenances owned by Assignor and directly used in connection with the operation of the Property.

TO HAVE AND TO HOLD the assets hereby sold, transferred and assigned unto Assignee, its successors and assigns forever, and Assignor binds itself and its successors and assigns to forever WARRANT AND DEFEND the assets hereby sold unto Assignee, its successors and assigns, forever against every person whomsoever lawfully claiming or to claim such herein described assets or any part thereof, by, through or under Assignor, but not otherwise.

Assignor represents and warrants to Assignee that Assignor (i) is the holder of the landlord's interest in the Tenant Lease; (ii) has the full right to assign the Tenant Lease, and (iii) the Tenant Lease is in full force and effect and no default or notice of default has been provided thereunder.

It is understood and agreed that, by its execution hereof, Assignee hereby assumes and agrees to perform all of the terms, covenants and conditions of the Tenant Lease on the part of the lessor therein required to be performed from and after the date hereof.

IN WITNESS HEREOF, Assignor has caused this Assignment and Assumption of Leases and Contracts to be executed effective as of the 2 day of November, 2011.

ASSIGNOR:

MCF FLORIDA, a Florida limited liability company

By: 

is: MANAGING DIRECTOR, MORGAN FINANCIAL CORP
MANAGER, MORGAN FUND MANAGER

ASSIGNEE:

RANCH PROPERTY HOLDINGS, LLC,
a Florida limited liability company

By: 

Ann Marie Marinaccio, Manager

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
February 1, 2017**

**CONSENT AGENDA
ITEM 5**

Settlement Agreement and General release (PRMRWSA and Former Employee)

Recommended Action -

Motion to authorize Executive Director to execute Settlement Agreement and General Release negotiated by the Authority's insurance carrier with a former employee.

A Settlement Agreement and General Release with a former employee who has alleged improper employment termination has been negotiated by the Authority's insurance carrier Glatfelter. The Agreement provides a payment by the insurance company of \$5,000 (total) to the former employee and his/her legal representatives, with no admission of wrongdoing by either party, and also extinguishes all current and future claims by the employee regarding employment with, and termination of employment by the Authority.

It is estimated that costs to litigate this case and the related expenses, such as Authority staff time and effects on long-term insurance premiums would be significantly in excess of the settlement amount.

Budget Action: None

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
February 1, 2017**

**CONSENT AGENDA
ITEM 6**

Letter of Appreciation to Michael Moran for Service on the SWFWMD Governing Board

Recommended Action -

Motion for letter of appreciation to Michael Moran for service on the Southwest Florida Water Management District Governing Board.

Michael Moran served on the Governing Board of the Southwest Florida Water Management District from December 2013 through November 2016. Mr. Moran'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. Moran for his years of service to this region on the SWFWMD Governing Board.

February 1, 2017

Mr. Michael Moran

[REDACTED]
[REDACTED]
[REDACTED]

Re: Commendation for Service on the SWFWMD Governing Board

Dear Mr. Moran:

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,

Christopher G. Constance, Chairman

Elton A. Langford, Commissioner

Alan Maio, Vice Chairman

Betsy Benac, Commissioner

Patrick Lehman, Executive Director

Douglas Manson, General Counsel

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
February 1, 2017

REGULAR AGENDA
ITEM 1

Water Supply Conditions

Presenter -

Richard Anderson, System Operations Manager

Recommended Action -

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

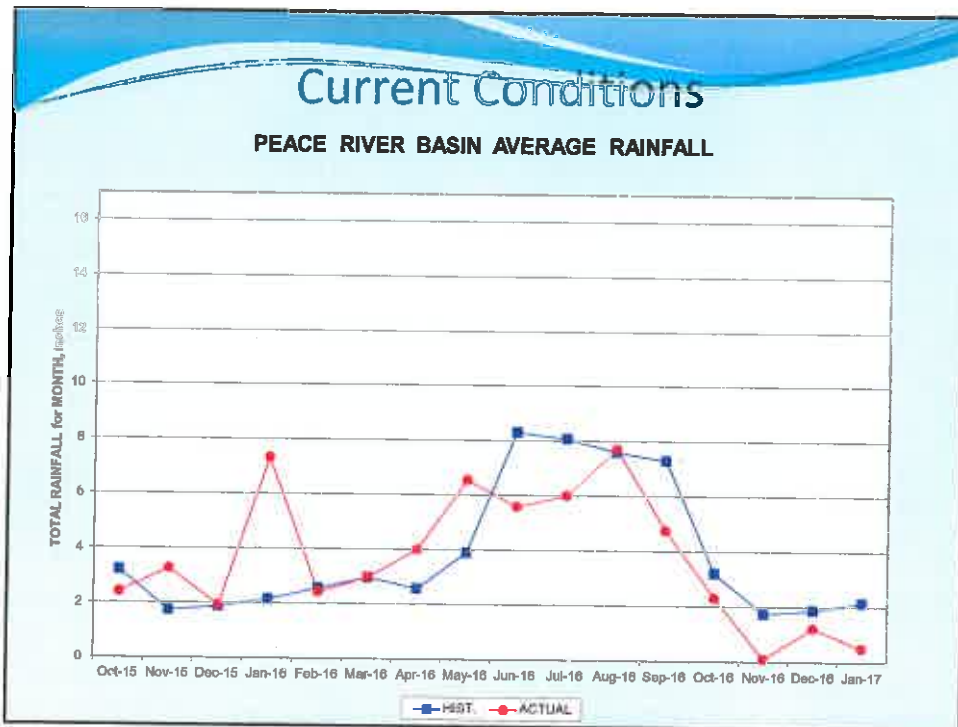
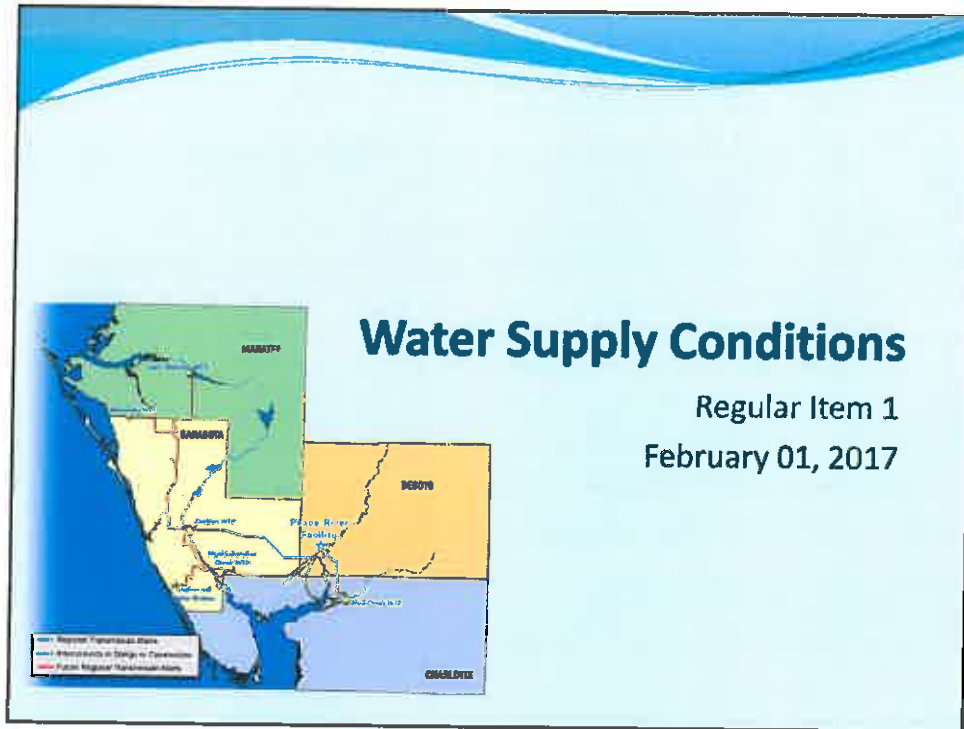
Water Supply Conditions at the Peace River Facility as of January 18, 2017.

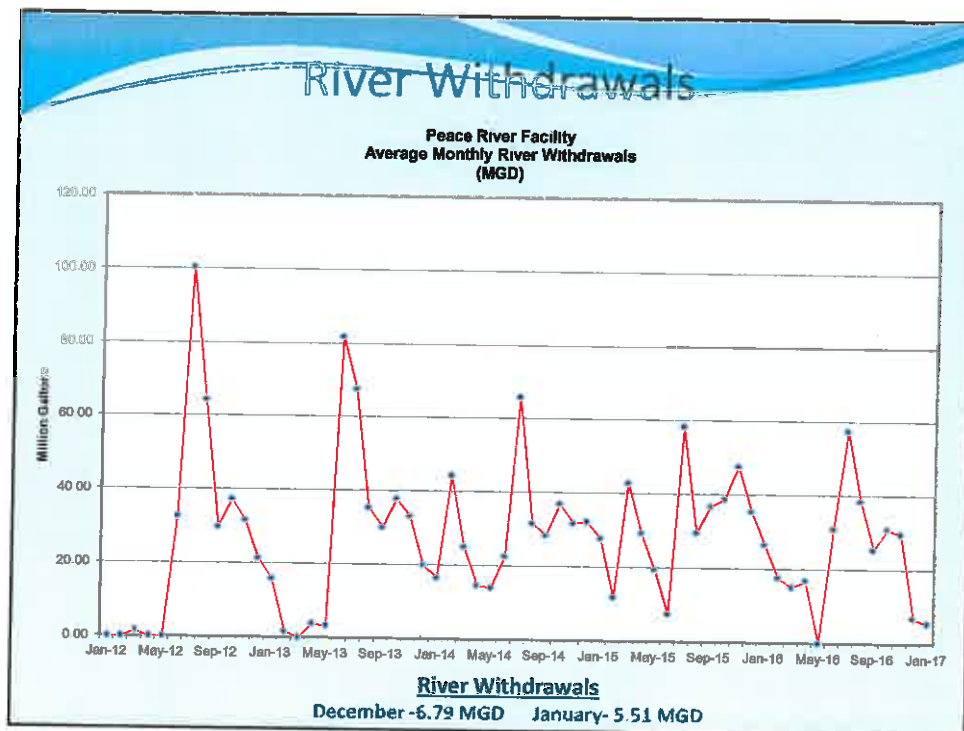
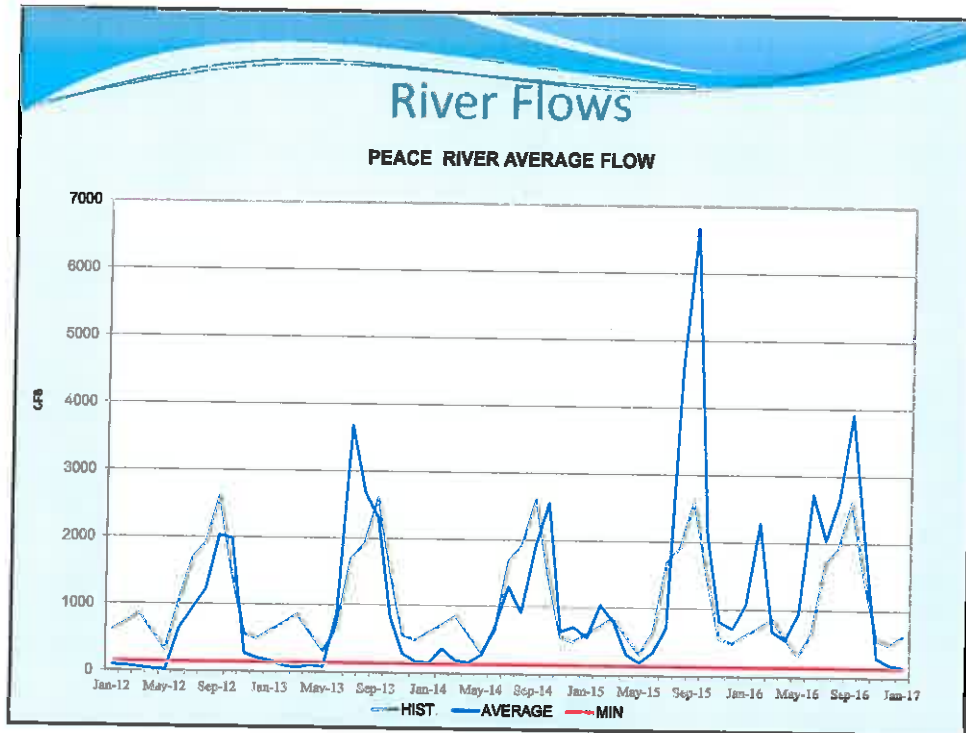
- Water Supply Quantity: Excellent
- Treated Water Quality: Excellent

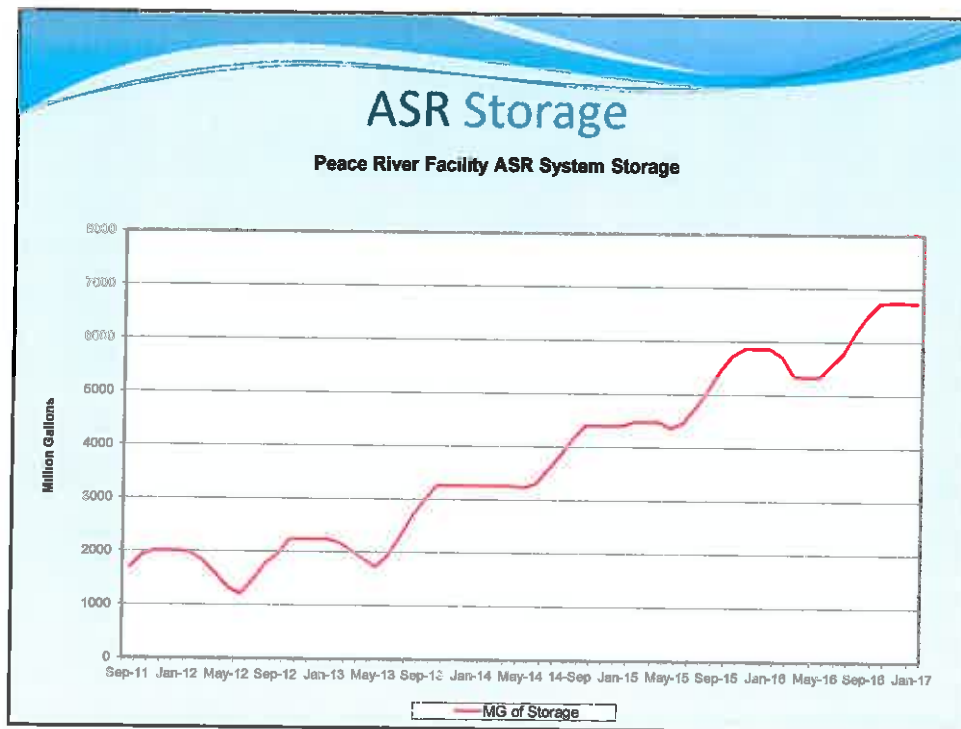
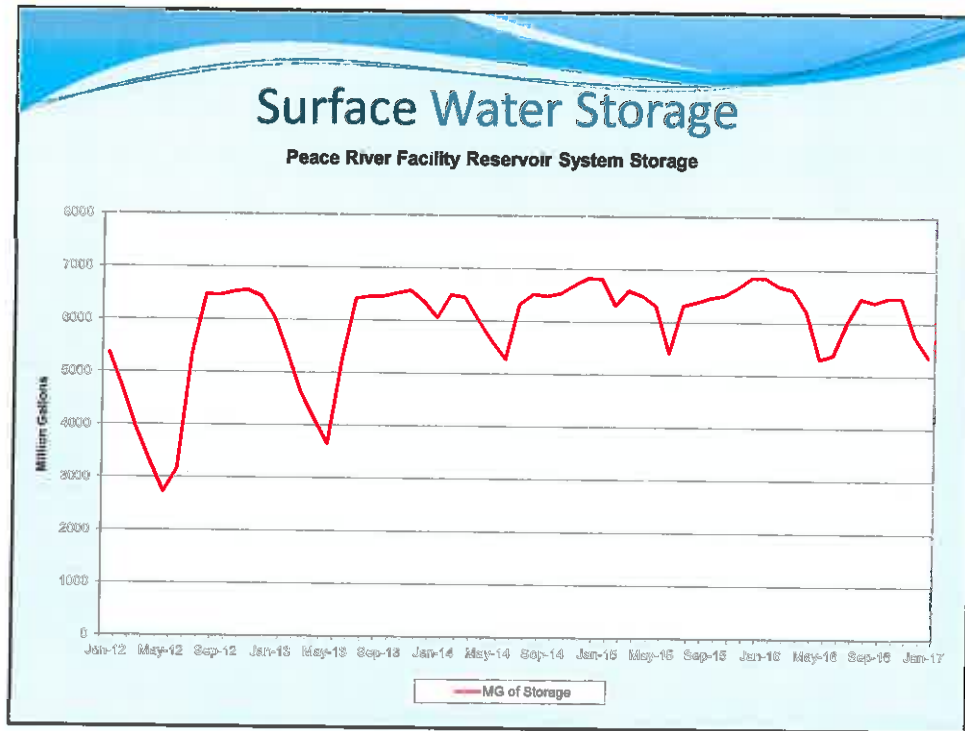
January Water Demand	28.11 MGD
January River Withdrawals	5.51 MGD
<u>Storage Volume:</u>	
Reservoirs	5.36 BG
ASR	<u>6.72 BG</u>
Total	12.08 BG

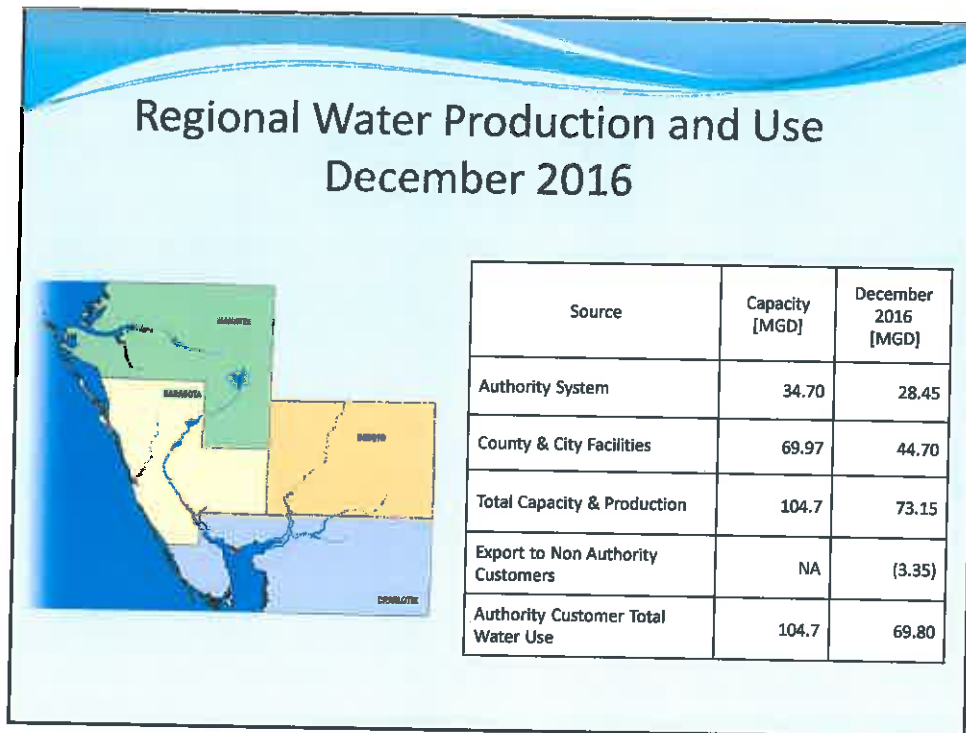
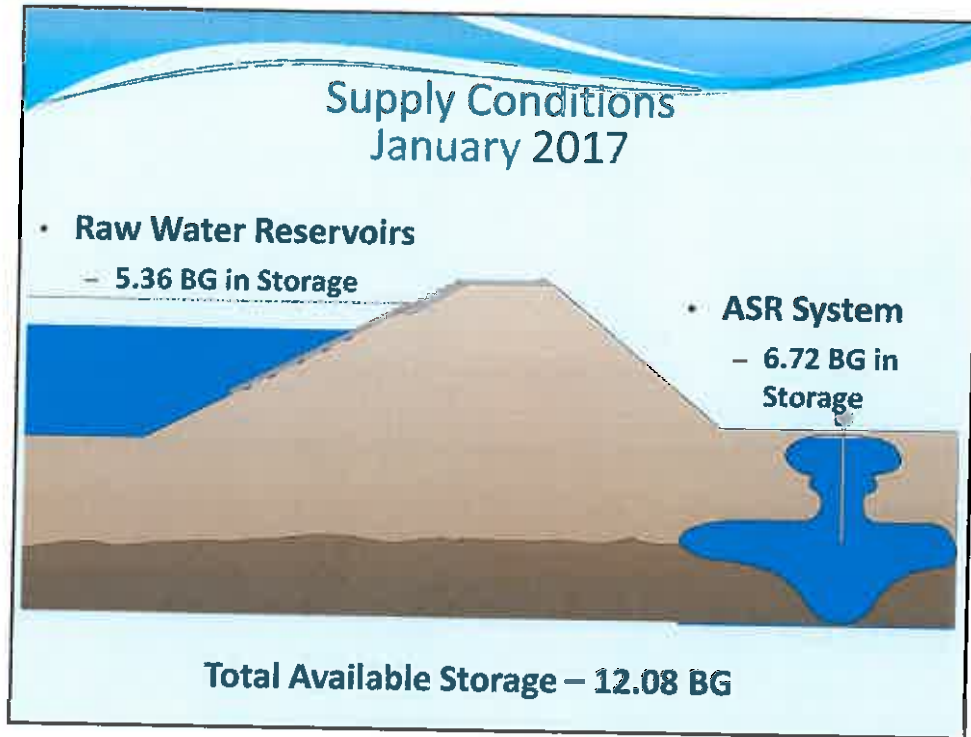
Attachments:

Presentation Materials







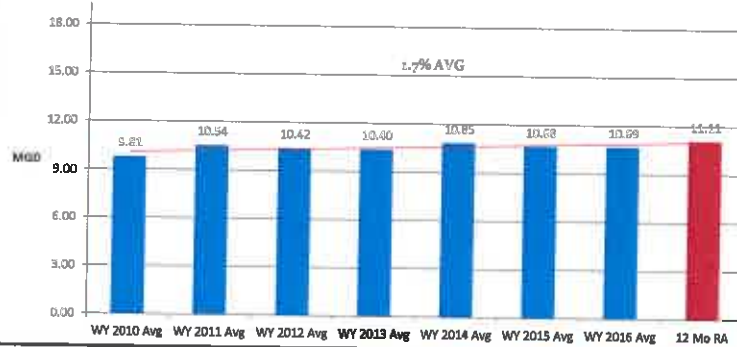


Charlotte County



Source	Capacity [MGD]	December 2016 [MGD]
Peace River Facilities	16.10	12.04
Charlotte Self Supply	3.17	0.45
TOTAL	19.27	12.49

ANNUAL AVERAGE USAGE

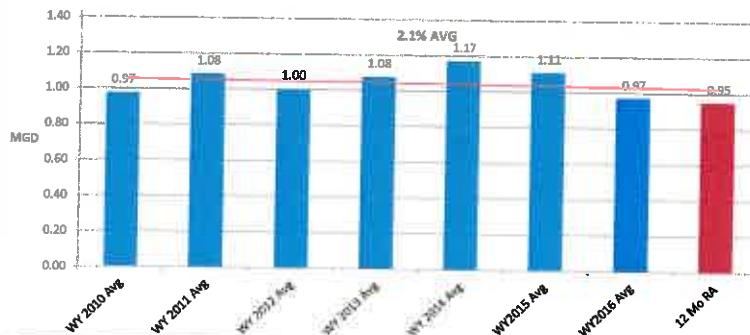


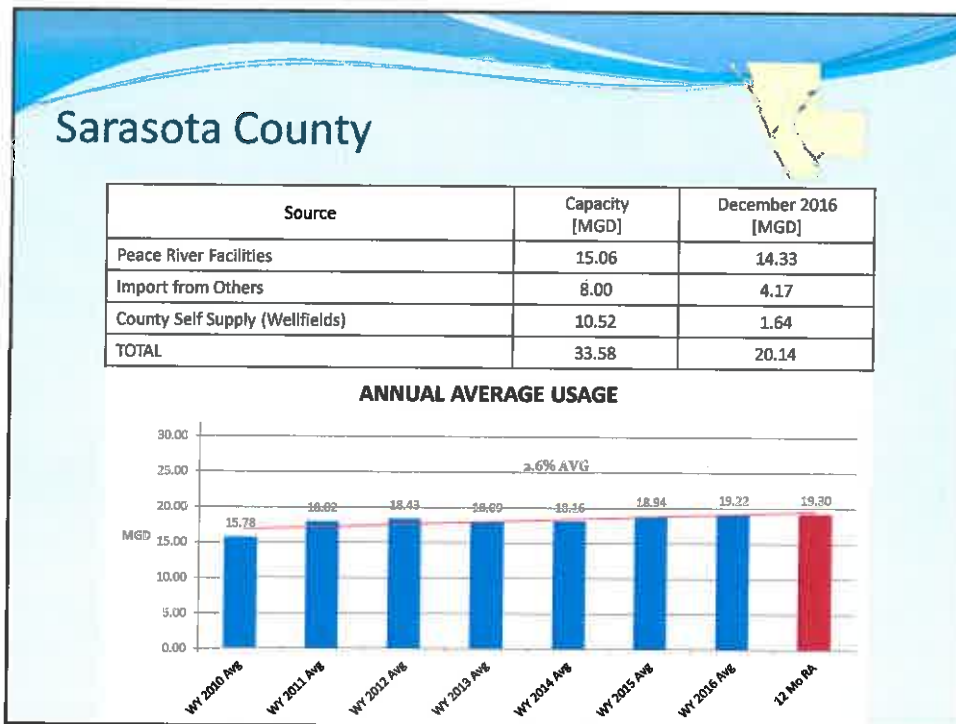
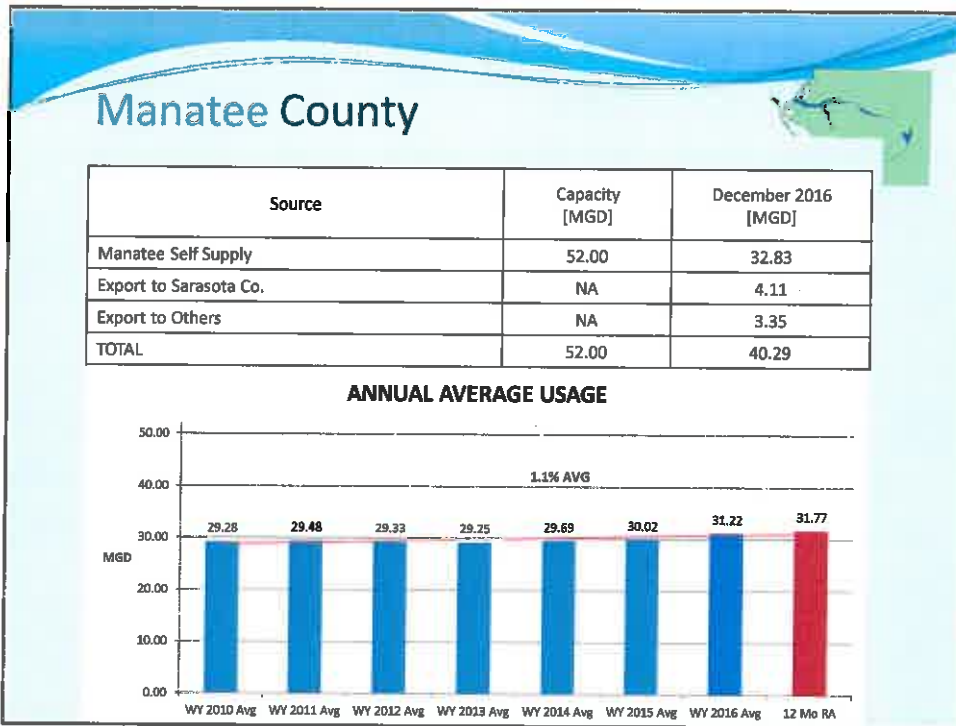
Desoto County



Source	Capacity [MGD]	December 2016 [MGD]
Peace River Facilities	0.675	0.88
Desoto Self Supply	0.75	0.31
TOTAL	1.425	1.19

ANNUAL AVERAGE USAGE



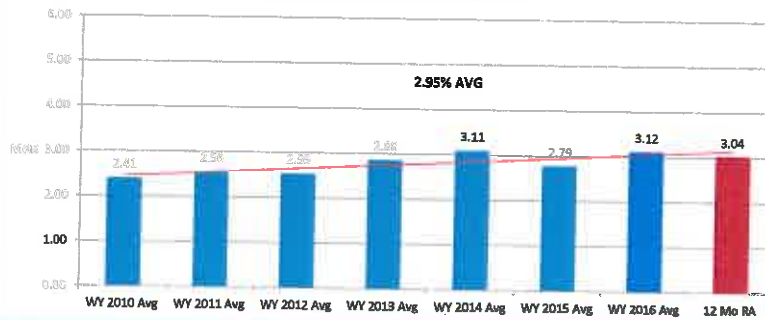


North Port



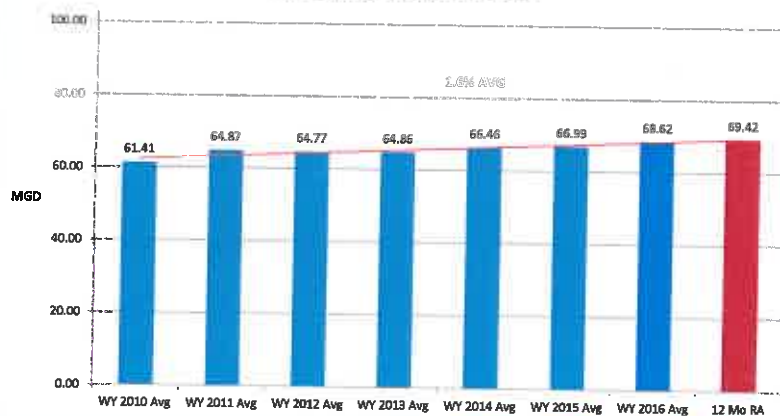
Source	Capacity [MGD]	October 2016 [MGD]
Peace River Facilities	2.865	1.19
North Port Self Supply	3.30	2.01
Water Exchanged/Transferred	N/A	(0.06)
TOTAL	6.165	3.14

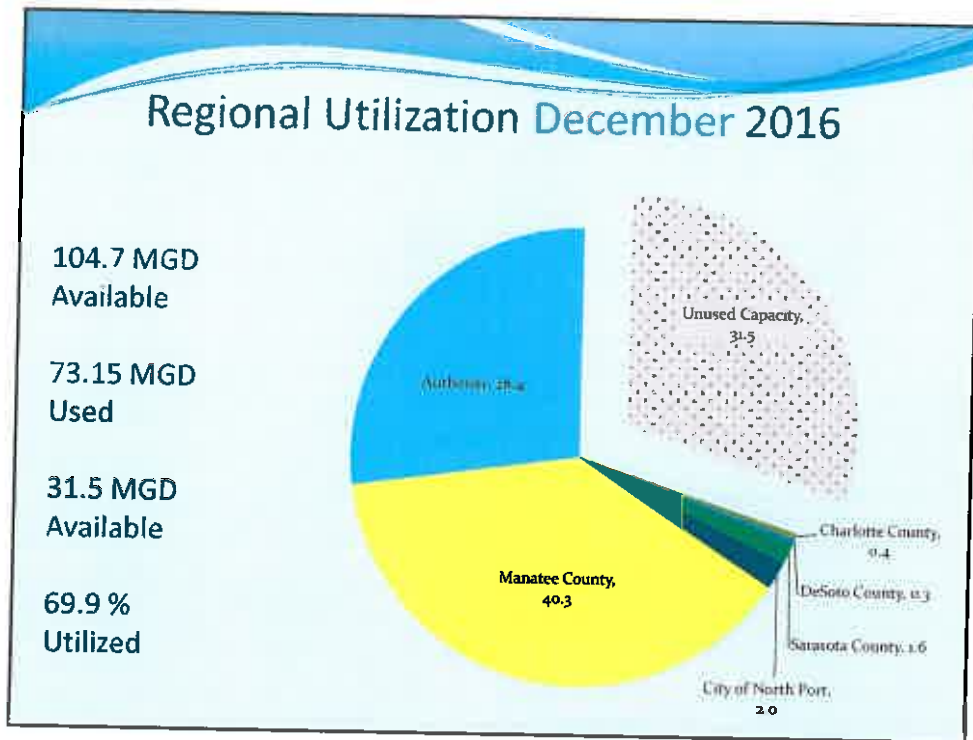
ANNUAL AVERAGE USAGE



Regional Demand

ANNUAL AVERAGE USAGE





**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
February 1, 2017**

**REGULAR AGENDA
ITEM 2**

**Receive and File 'Peace River Manasota Regional Water Supply Authority
FY 2016 Financial Statements and Independent Audit Report'**

Presenter -

Ann Lee, Finance/Administration Manager
Jim Daniel, Purvis Gray & Company

Recommended Action -

Motion to receive and file 'Peace River Manasota Regional Water Supply Authority FY 2016 Financial Statements and Independent Audit Report' as submitted by Purvis Gray & Company, pending the changes related to GASB 68.

The firm of Purvis Gray & Company completed the annual audit of the Authority's financial records for the fiscal year ending September 30, 2016. There were no matters involving the internal control over financial reporting or significant deficiencies in operation noted in the audit that would be considered a material weakness.

Staff recommends the Board 'receive and file' the audited financial statements of the Authority for period ending September 30, 2016, pending the changes related to GASB 68.

Budget Action – None

Attachments:

DRAFT Audited Financial Statements and Independent Auditors Report for FY2016

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**FINANCIAL STATEMENTS
AND
INDEPENDENT AUDITORS' REPORT
PEACE RIVER/MANASOTA REGIONAL
WATER SUPPLY AUTHORITY
SARASOTA, FLORIDA
SEPTEMBER 30, 2016**

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FINANCIAL STATEMENTS AND INDEPENDENT AUDITORS' REPORT

PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY SARASOTA, FLORIDA

SEPTEMBER 30, 2016

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INDEPENDENT AUDITORS' REPORT

Board of Directors
Peace River/Manasota Regional
Water Supply Authority
Sarasota, Florida

Report on the Financial Statements

We have audited the accompanying financial statements of Peace River/Manasota Regional Water Supply Authority (the Authority), as of and for the year ended September 30, 2016, and the related notes to the financial statements, which collectively comprise the Authority's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Certified Public Accountants

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

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Board of Directors
Peace River/Manasota Regional
Water Supply Authority
Sarasota, Florida

INDEPENDENT AUDITORS' REPORT (Concluded)

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Authority as of September 30, 2016, and the changes in its financial position and its cash flows for the year then ended in conformity with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and the required supplementary information as listed in the table of contents (collectively the "required supplementary information") be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by GASB, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated January 11, 2017, on our consideration of the Authority's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Authority's internal control over financial reporting and compliance.

January 11, 2017
Sarasota, Florida

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MANAGEMENT'S DISCUSSION AND ANALYSIS PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY SEPTEMBER 30, 2016

As management of Peace River/Manasota Regional Water Supply Authority (the Authority), we offer readers of the Authority's financial statements this narrative overview and analysis of the financial activities of the Authority for the fiscal year ended September 30, 2016. Readers should consider the information presented here in conjunction with the rest of the basic financial statements.

Financial Highlights

- The assets (and deferred outflows of resources) of the Authority exceeded its liabilities (and deferred inflows of resources) at the close of the most recent fiscal year by \$ 39,743,551 (net position). Of this amount, \$ 3,320,267 (unrestricted net position) may be used to meet the Authority's ongoing obligations to members and creditors.
- The Authority's total net position decreased by \$ 320,267 during the year. Capital grants and contributions were \$475,036 (net of capital disbursements). The loss before capital contributions was \$ 325,244. This compares to a loss before capital contributions in the prior year of \$7,412,897.

Overview of the Financial Statements

This section of the Authority's annual financial report presents a discussion and analysis of the financial position of the Authority as of September 30, 2016 and 2015, as well as an overview of the financial activities during the fiscal year ended September 30, 2016, with 2015 fiscal year data presented for comparative purposes. This discussion should be read in conjunction with the financial statements and related notes. Responsibility for the completeness and fairness of this information rests with the Authority's management.

This annual report consists of a series of financial statements, prepared in accordance with Governmental Accounting Standards Board (GASB) Statement No. 34, *Basic Financial Statements and Management Discussion and Analysis for State and Local Governments*, as amended. The Authority is considered a single purpose entity engaged only in business-type activities, and is required to present only fund financial statements. The fund financial statements are enterprise fund statements and consist of the following:

- a) Statement of Net Position
- b) Statement of Revenues, Expenses, and Changes in Fund Net Position
- c) Statement of Cash Flows

Following the fund financial statements are notes to financial statements. The notes provide additional information that is essential to a full understanding of the data provided in the financial statements.

Statement of Net Position

Shown below is a comparative statement of net position presented in summary form for 2016 and 2015. This statement shows the assets (current and noncurrent), deferred outflows, liabilities (current and noncurrent), deferred inflows, and net position (assets and deferred outflows minus liabilities and deferred inflows) as of the end of the fiscal year. The 2015 beginning net position has been restated to reflect the retroactive application of changes required by GASB Statement No. 68, *Accounting and Financial Reporting for Pensions* (GASB 68).

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**MANAGEMENT'S DISCUSSION AND ANALYSIS
PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY
SEPTEMBER 30, 2016
(Continued)**

Statement of Net Position (Concluded)

The statement of net position is prepared using the accrual basis of accounting, where revenues are recognized when the service is provided and expenses are recognized when goods are received or services are performed, regardless of when cash is exchanged. The purpose of the statement of net position is to present the reader of the financial statements with fiscal snapshots of the Authority at September 30, 2016 and 2015. Following is the summarized statement of net position for 2016 and 2015:

Net Position

	<u>Business-type Activities</u>	
	<u>2016</u>	<u>2015</u>
Current assets	\$ 11,290,932	\$ 10,156,032
Noncurrent assets	287,661,361	298,012,936
Total assets	298,952,293	308,168,968
Deferred outflows	0,000,000	3,080,633
Current liabilities	4,262,673	5,516,824
Noncurrent liabilities	157,606,544	160,778,692
Total liabilities	161,869,217	166,295,516
Deferred inflows	0,000,000	290,327
Net position		
Net investment in capital assets		
Restricted	112,351,825	118,384,875
Unrestricted	19,361,213	19,738,780
Total net position	131,713,038	148,123,655

Over time, the changes in net position provide an indication of the overall financial condition of the Authority. At September 30, 2016, net position was \$ 131,713,038, and for the year, there was a decrease in net position of \$ 16,410,617. A substantial portion of the Authority's net position at September 30, 2016, (84.7%) reflects its net investment in capital assets. This net position is not available for future spending. Although the Authority's investment in its capital assets is net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities. An additional portion of the Authority's net position (15.3%) represents resources that are subject to external restrictions on how they may be used. The remaining balance of net position (5.7%) is unrestricted.

Statement of Revenues, Expenses, and Changes in Fund Net Position

Following is a summarized statement of changes in net position for 2016 and 2015. This statement is similar to the statement of revenues, expenses, and changes in fund net position in the fund financial statements, and prepared using the same accrual basis of accounting. This statement shows the revenues and expenses of the Authority for the year, in summarized form:

**MANAGEMENT'S DISCUSSION AND ANALYSIS
PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY
SEPTEMBER 30, 2016
(Continued)**

Statement of Revenues, Expenses and Changes in Fund Net Position (Concluded)

	<u>Changes in Net Position</u>	
	<u>Business-type Activities</u>	
	<u>2016</u>	<u>2015</u>
Revenues:		
Program revenues:		
Charges for services	\$ 28,110,490	\$ 27,474,921
Operating grants and contributions	2,938,126	2,949,748
Capital grants and contributions (net)	475,036	5,643,635
General revenues:		
Other	178,737	146,591
Total revenues	<u>31,702,389</u>	<u>36,214,895</u>
Expenses:		
Water Supply and Delivery	<u>(37,984,157)</u>	(37,984,157)
Change in net position	<u>(4,920,207)</u>	<u>(1,769,262)</u>
Net position – beginning of year:		
As originally reported	144,663,758	148,140,910
Adjustment – GASB 68	0	(1,707,890)
As Adjusted	<u>144,663,758</u>	<u>146,433,020</u>
Net position – end of year	<u>\$ 139,743,551</u>	<u>\$ 144,663,758</u>

Charges for services increased by \$635,569 or 2.3% from 2015 to 2016, as budgeted. Capital grants and contributions (net) in 2016, included capital contributions from the City of Punta Gorda of \$500,000 toward the Phase 1 Interconnect pipeline project. In 2016, the same line item included refunds to customers of \$24,964 for project savings. Expenses decreased \$1,361,561 or 3.6% from 2015 to 2016. The biggest reasons for the reduction in expenses were:

- a) Costs of sales and services decreased by \$71,144 from 2015 to 2016; decreases in contract services and chemical costs offsetting increases in major maintenance items.
- b) Studies and master plan costs decreased by \$38,506 from 2015 to 2016.
- c) Interest expense decreased by \$633,845 from 2015 to 2016 in conjunction with three bond refunding transactions in 2015.
- d) Bond issuance costs decreased by \$833,705 from 2015 to 2016.

These reductions were offset by the following increases in expenses:

- a) Administration costs increased by \$34,066 from 2015 to 2016.
- b) Other customer payments increased by \$143,637 from 2015 to 2016.
- c) Depreciation costs increased by \$282,210 from 2015 to 2016.

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MANAGEMENT'S DISCUSSION AND ANALYSIS PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY SEPTEMBER 30, 2016

(Continued)

Capital Assets

The Authority's investment in capital assets as of September 30, 2016, totals \$268,121,280 (net of accumulated depreciation). This investment in capital assets includes land and easements, structures, leasehold improvements, furniture and equipment, and construction in progress.

Capital Assets (Net of Depreciation)

	<u>Business-type Activities</u>	
	<u>2016</u>	<u>2015</u>
Land and easements	\$ 2,584,259	\$ 2,584,259
Buildings and improvements, water treatment plant, supply, and transmission systems	261,763,985	257,364,075
Leasehold improvements, furniture, and equipment	1,967,093	2,010,220
Construction in progress	1,805,943	15,148,092
Total	\$ 268,121,280	\$ 277,106,646

The book value of capital assets decreased by \$8.985 million during 2016. Additions were \$18 million and depreciation was \$11.878 million. Additions during 2016 included the following:

- Training Center/Laboratory Building - \$2,560,410
- 1991 Facility Rebuild - \$12,512,551
- Renewal and replacement projects - \$885,334
- Vehicles, machinery, and equipment - \$276,613

Additional information on the Authority's capital assets can be found in Note 4 of this report.

Long-term Debt

The Authority's bonded debt outstanding as of September 30, 2016, totaled \$147,105,000. These bonds are secured by the Net Revenues pledged in the Master Water Supply Contract.

Business-type Activities Revenue bonds

<u>2016</u>	<u>2015</u>
\$ 147,105,000	\$ 149,500,000

Long-term debt decreased by \$2,395,000 during the year. Of this amount, \$2,395,000 was from scheduled principal payments. Additional information on the Authority's long-term debt can be found in Note 5 of this report.

Economic Factors and Next Year's Budgets and Rates

The Authority currently owns and operates 65 miles of large diameter regional drinking water transmission mains, a 51 million gallons per day (MGD) surface water treatment facility on the Peace River, and storage facilities having over 12.5 billion gallons of capacity to support Customer drinking water needs. Fiscal Year 2016 water deliveries to Customers averaged about 26 MGD.

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MANAGEMENT'S DISCUSSION AND ANALYSIS
PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY
SEPTEMBER 30, 2016
(Continued)

Economic Factors and Next Year's Budgets and Rates *(Continued)*

The Authority has completed the rebuild of the original water treatment facility acquired by the Authority in 1991 (the 1991 Facilities). Design work for this effort was initiated in FY 2013, the Authority Board awarded the construction contract for the rebuild effort in December 2013, and the work was completed in spring 2016. Total project cost was \$12.5 million and represented a 3 MGD increase in treatment capacity (from 12 MGD to 15 MGD) and uprated the total treatment capacity of the Peace River Facility from 48 MGD to 51 MGD.

In FY 2014, the Authority awarded a contract for construction of a new Training Center/Laboratory building at the Peace River Water Treatment Facility. The construction contract (\$2.05 million) for the new facility was awarded in June 2014, and construction notice-to-proceed was issued in September 2014. Substantial completion for the project was awarded in September 2015 and the final completion of the project occurred in December 2015.

The Authority has continued its efforts to recharge the Aquifer Storage and Recovery (ASR) System and the system reached its full capacity of 6 billion gallons in FY 2016. ASR involves full treatment (to drinking water standards) and storage of water in excess of the supply delivered immediately to Customers. These ASR supplies are then withdrawn as-needed to help meet water demand during prolonged dry periods. A pilot program for untreated water storage into the ASR system is slated to be underway in FY 2017, and if successful, should decrease the Authority's operations and maintenance costs associated with the ASR system.

In FY 2016, the Authority began the predesign phase for two pipeline projects. The first project is the Phase I Regional Interconnect consisting of a six-mile pipeline from the end of the existing DeSoto Regional Transmission main in DeSoto County to the City of Punta Gorda Shell Creek Water Treatment Facility in Charlotte County providing increased reliability of the regional and City's water systems. Conceptual design efforts for this project were undertaken in FY 2016 and the project is estimated to cost \$12 million. The project is currently in predesign phase and final design work should be initiated in early 2017.

The second project is the Loop Phase 3B Regional Interconnect consisting of a five-mile pipeline from the current terminus of the Phase 3A Regional Interconnect at State Road 681 along Cow Pen Slough to Clark Road (State Road 72) with the goal of serving Sarasota County's growth in this area and providing a starting point for future projects that will connect the regional transmission system to Manatee County. Preliminary Engineering for this project began in FY 2016 and the project is expected to cost \$27 million.

Moody's, S&P and Fitch have assigned ratings of "Aa3" (stable outlook), "AA-" (stable outlook) and "AA-" (stable outlook) respectively, to the 2015 Bonds. These ratings by all three major rating agencies reflect the Authority's ample long-term water supply and favorable financial condition dictated by policy. The Authority's "AA-" rating was reaffirmed by Fitch in August 2016.

Revenues and expenses for FY 2016 decreased as noted in the statement of revenues and expenses above. The majority of the expense decreases were driven by the decreased interest expenses and bond issuance costs related to three bond refunding transactions that occurred in FY 2015. The cost of sales and services also decreased as the decrease in chemical cost and contractual services was offset by increased maintenance costs.

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**MANAGEMENT'S DISCUSSION AND ANALYSIS
PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY
SEPTEMBER 30, 2016
(Concluded)**

Economic Factors and Next Year's Budgets and Rates (Concluded)

Near-term focus for the Authority includes the final design phases for the Phase 1 Interconnect Pipeline and the Phase 3B Regional Interconnect pipeline, the Raw Water ASR pilot testing, and in maintaining the best management of the existing regional system to serve Authority Customers. In the long-term, the Authority's focus remains on continuing development of a robust, environmentally sustainable, economical, and well maintained water supply system serving the region. This will require expanding the regional water transmission system to interconnect additional water supplies and demand centers, and development or acquisition of new supplies needed to meet Customer demands now and in the future.

Requests for Information

This financial report is designed to provide a general overview of the Peace River/Manasota Regional Water Supply Authority's finances for all those with an interest in the government's finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to the Authority at, 9415 Town Center Parkway, Lakewood Ranch, Florida 34202.

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FINANCIAL STATEMENTS

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PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY
STATEMENT OF NET POSITION
SEPTEMBER 30, 2016
SARASOTA, FLORIDA

Assets	
Current Assets:	
Cash	
External Investment Pools	\$ 1,966,094
Accounts Receivable	4,974,437
Inventory	3,729,954
Prepaid Expenses	594,560
Total Current Assets	<u>25,887</u>
	<u>11,290,932</u>
Restricted Assets:	
Cash and Cash Equivalents	
External Investment Pools	793,679
Total Restricted Assets	<u>18,746,402</u>
	<u>19,540,081</u>
Capital Assets:	
Land and Easements	
Buildings and Improvement, Water Treatment Plant, Supply, and Transmission Systems	2,584,259
Leasehold Improvements, Furniture, and Equipment	369,087,116
Construction in Progress	5,576,305
(Less Accumulated Depreciation)	1,805,943
Total Capital Assets, Net	<u>(110,932,343)</u>
	<u>268,121,280</u>
	<u>298,952,293</u>
	<u>2,419,773</u>
	<u>50,888</u>
	<u>443</u>
	<u>479,696</u>
	<u>2,950,800</u>
	<u>301,903,093</u>
Total Assets	
Deferred Outflows of Resources	
Deferred Charge on Refunding	
Retirement System - Contributions	
Retirement System - Investment Earnings	
Retirement System - Other	
Total Deferred Outflows of Resources	
Total Assets and Deferred Outflows of Resources	
Liabilities	
Current Liabilities:	
Accounts Payable	932,337
Contracts Payable	178,868
Accrued Expenses	666,468
Current Portion - Revenue Bonds Payable	2,485,000
Total Current Liabilities	<u>4,262,673</u>
Noncurrent Liabilities:	
Revenue Bonds Payable	
Retirement System Net Liability	155,704,227
Total Noncurrent Liabilities	<u>1,902,315</u>
	<u>157,606,542</u>
	<u>161,869,215</u>
	<u>258,738</u>
	<u>31,589</u>
	<u>290,327</u>
	<u>162,159,542</u>
	<u>112,351,825</u>
	<u>19,361,213</u>
	<u>8,030,513</u>
	<u>\$ 139,743,551</u>
Net Position	
Net Investment in Capital Assets	
Restricted	
Unrestricted	
Total Net Position	

See accompanying notes.

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**PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY
STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN FUND NET POSITION
FOR THE YEAR ENDED SEPTEMBER 30, 2016
SARASOTA, FLORIDA**

Operating Revenues	
Member Dues	
Water Sales	\$ 309,500
Special Assessment	28,110,490
Renewal and Replacement	50,000
Other	2,000,000
Total Operating Revenues	<u>21,993</u> <u>30,491,983</u>
Operating Expenses	
Cost of Sales and Services	
Studies and Master Plan	13,419,210
Administration	20,790
Depreciation	602,466
Total Operating Expenses	<u>11,878,125</u> <u>25,920,591</u>
Operating Income	<u>4,571,392</u>
Nonoperating Revenues (Expenses)	
Investment Earnings	
Oversize Facility Payments	156,744
County Payments	(1,971,557)
Other Customer Payments	(796,000)
Interest Expense	(1,331,317)
Bond Issuance Costs	(6,598,330)
Federal Direct Payments	(4,801)
Total Nonoperating Revenues (Expenses)	<u>578,626</u> <u>(9,966,635)</u>
(Loss) Before Capital Contributions	<u>(5,395,243)</u>
Capital Contributions	
Capital Refunds - Customers	
Contributions - Customers	(24,964)
Total Capital Contributions	<u>500,000</u> <u>475,036</u>
Change in Net Position	<u>(4,920,207)</u>
Total Net Position, Beginning of Year	144,663,758
Total Net Position, End of Year	<u>\$ 139,743,551</u>

See accompanying notes.

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PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY
STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED SEPTEMBER 30, 2016
SARASOTA, FLORIDA

Cash Flows from Operating Activities	
Receipts from Customers and Users	
Payments to Suppliers	\$ 30,717,161
County Payments	(11,444,982)
Other Customer Payments	(796,000)
Payment to Employees	(1,331,317)
Other Income	(2,670,857)
Net Cash Provided by Operating Activities	<u>21,993</u>
	<u>14,495,998</u>
Cash Flows from Capital and Related Financing Activities	
Acquisition and Construction of Capital Assets	
Principal Payments on Long-term Debt	(3,941,830)
Oversize Facility Payment	(2,395,000)
Capital Grants	(1,971,557)
Capital Refunds - Customers	60,430
Contributions - Customers	(24,964)
Interest Payments on Long-term Debt	500,000
Federal Direct Payments	(7,155,648)
Bond Issuance Costs	578,626
Net Cash (Used in) Capital and Related Financing Activities	<u>(4,801)</u>
	<u>(14,354,744)</u>
Cash Flows from Investing Activities	
Earnings Received	
Net Cash Provided by Investing Activities	<u>156,744</u>
	<u>156,744</u>
Net Increase in Cash and Cash Equivalents	297,998
Cash and Cash Equivalents, Beginning of Year	<u>26,182,614</u>
Cash and Cash Equivalents, End of Year	<u>\$ 26,480,612</u>
<u>Composition of Cash and Cash Equivalents, End of Year</u>	
Cash	
External Investment Pools	\$ 1,966,094
Cash and Cash Equivalents, Restricted	4,974,437
External Investment Pools, Restricted	793,679
Total Composition of Cash and Cash Equivalents, End of Year	<u>18,746,402</u>
	<u>\$ 26,480,612</u>

See accompanying notes.

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PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY
STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED SEPTEMBER 30, 2016
SARASOTA, FLORIDA
(Concluded)

Reconciliation of Operating Income to Net
Cash Provided by Operating Activities

Operating Income	
Adjustments to Reconcile Operating Income to Net Cash	\$ 4,571,392
Provided by Operating Activities:	
Depreciation Expense	
County Payments	11,878,125
Other Customer Payments	(796,000)
Retirement System Adjustments	(1,331,317)
(Increase) Decrease in Assets:	0
Accounts Receivable	
Inventory	247,171
Prepaid Expenses	142,988
Increase (Decrease) in Liabilities:	78,718
Accounts Payable	
Accrued Expenses	(311,298)
Net Cash Provided by Operating Activities	16,219
	<u>\$ 14,495,998</u>

See accompanying notes.

**PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2016**

Note 1 - Summary of Significant Accounting Policies

Reporting Entity

Peace River/Manasota Regional Water Supply Authority (the Authority) was established on February 26, 1982, by an interlocal agreement between the counties of Charlotte, DeSoto, Manatee, and Sarasota. The agreement was amended on February 1, 1984, May 21, 1991, and October 5, 2005.

The Authority was created and operates pursuant to the provisions of Chapters 373.713 and 163.01, Florida Statutes. The purpose of the Authority is to operate and maintain the Peace River Regional Water Treatment Facility and to ensure future water supply through the development of new surface water resources for member Counties and municipal purposes.

The Authority follows the provisions of Governmental Accounting Standards Board (GASB) Statement Numbers 14 and 61, regarding the financial reporting entity and component units. Based on the criteria established in those standards, the Authority is a primary government with no component units.

Basis of Presentation

These financial statements are prepared in accordance with U.S. generally accepted accounting principles for governmental entities, as determined by the GASB. Under these standards, the Authority is a single purpose entity engaged in only business-type activities. The following comprise the basic financial statements of the Authority:

- Proprietary (Enterprise) Fund Financial Statements:
 - Statement of Net Position
 - Statement of Revenues, Expenses, and Changes in Fund Net Position
 - Statement of Cash Flows
- Notes to Financial Statements

Governmental reporting includes a requirement for a management's discussion and analysis of the basic financial statements, and it requires the classification of net position into three components: net investment in capital assets; restricted; and unrestricted. These classifications are defined as follows:

- **Net Investment in Capital Assets**—consists of capital assets, net of accumulated depreciation, reduced by the outstanding balances of any debt that is attributable to those assets (net of deferred charges on refunding and less any unspent debt proceeds).
- **Restricted Net Position**—consists of those assets that have external constraints placed upon their uses, which are imposed by donors, creditors (such as through debt covenants), or through laws, regulations, constitutional provisions or enabling legislation, reduced by any liabilities to be paid from these assets.
- **Unrestricted Net Position**—consists of net assets that do not meet the definition of "restricted" or "net investment in capital assets."

PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2016
(Continued)

Note 1 - Summary of Significant Accounting Policies (Continued)

Basis of Presentation (Concluded)

The statement of net position is presented in a classified format to distinguish between current and noncurrent assets and liabilities. The statement of revenues, expenses, and changes in fund net position is presented by major revenue source. The statement of cash flows is presented using the direct method.

Measurement Focus/Basis of Accounting

These proprietary fund financial statements are reported using the *economic resources measurement focus* and *the accrual basis of accounting*. Revenues are recorded when earned and measurable and expenses are recorded at the time liabilities are incurred, regardless of when the related cash flows take place. Cost-reimbursable grants and contributions are recorded in the period in which the related expenditures are incurred.

The Authority reports the following fund type:

- **Proprietary Fund Type - Enterprise Fund**—A single Enterprise Fund is used to account for all of the operations of the Authority. Enterprise funds may generally be used to report any activity for which a fee is charged to external users for goods or services. Enterprise funds are required to be used for activities: (a) that are financed with debt secured solely by a pledge of the net revenues from fees and charges of the activity; (b) if laws and regulations require that the activity's costs of providing services, including capital costs, be recovered with fees and charges, rather than with taxes or similar revenues; or (c) the pricing policies of the activity establish fees and charges designed to recover its costs, including capital costs.

Proprietary funds distinguish operating revenues and expenses from nonoperating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with an enterprise fund's principal ongoing operations. The principal operating revenues of the Authority are charges to customers for water sales and services, member dues, and other assessments related to operations of the Authority. Operating expenses include the cost of sales and services, studies and master plans, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting these definitions are reported as nonoperating revenues and expenses.

When both restricted and unrestricted resources are available for use, it is the Authority's policy to use restricted resources first, then unrestricted resources as they are needed.

Estimates

The preparation of financial statements in conformity with U.S. generally accepted accounting principles requires management to make estimates and assumptions that affect the amounts reported and disclosed in the financial statements and accompanying notes. Actual results could differ from those estimates.

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PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2016
(Continued)

Note 1 - Summary of Significant Accounting Policies (Continued)

Budgets

The Authority follows these procedures in establishing its annual budget:

- The Executive Director submits to the Authority a tentative operating budget no later than May 15 for the fiscal year commencing the following October. The budget contains proposed expenditures and the means of financing them.
- After review, the Authority adopts the final budget during a public hearing, no later than August 15 for the ensuing fiscal year.
- The annual budget is adopted on a basis consistent with generally accepted accounting principles, except that debt principal and capital expenditures are budgeted in the year paid/incurred, and depreciation and amortization are not budgeted. In addition, the budget may include certain transfers between restricted and unrestricted accounts.

Funding Sources

Funding is provided by capital and operating grants, from voluntary dues from the member Counties, and from irrevocable commitments from customers to pay for water sales.

Water Sales

The primary source of funding the Authority's operations is from water sales to its member counties and the City of North Port (who is a customer, not a member). The Authority does not currently provide any water to Manatee County, so charges to it consist solely of the member fees and customer planning assessments each year. The Authority is currently permitted to withdraw a maximum amount from the Peace River of 120 million gallons per day (MGD), and provides for the delivery of treated water to meet an annual average demand of 34.8 MGD and a peak month demand of 41.8 MGD to Authority Water Customers.

The Authority's water rate consists of two components; the Base Rate Charge and Water Use Charge. The Base Rate Charge is further broken into a Debt Service Component and a Fixed Operations and Maintenance Component. The Debt Service Component of the Base Rate Charge consists of costs from the 1991 acquisition and allocation percentages for the debt associated with additional water supply acquisitions and/or expansions and pipelines for each respective customer.

The Fixed Operations and Maintenance Component of the Base Rate Charge is calculated as a unitary rate based on each customer's contractual water allocation and consists of: fixed costs associated with CIP, Renewal and Replacement and Resource/Supply projects, Fund Disbursements associated with the prior fiscal year's debt service coverage payments, contributions to the Renewal and Replacement fund, and contingencies. The Fixed Operation and Maintenance Component also includes inter-governmental payments, such as DeSoto County's Payment.

The second component of the Authority's water rate is the Water Use Charge, which reflects actual metered water usage. This charge is derived from the Variable Operations and Maintenance Expenses related to the Peace River Facility cost center. For fiscal year 2016, the per 1,000 gallon charge was \$0.74. The Authority has maintained the \$0.74 per 1,000 gallons for six consecutive years.

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PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2016
(Continued)

Note 1 - Summary of Significant Accounting Policies (Continued)

Water Sales (Concluded)

For the fiscal year ended September 30, 2016, water sales were allocated between Water Sales (\$28,110,490) and a Repair and Replacement Charge (\$2,000,000). Gross water sales to each of its customers were as follows:

Charlotte	\$ 11,683,694
DeSoto	657,623
Sarasota	15,137,268
Manatee	0
North Port	<u>2,631,911</u>
Total	<u>\$ 30,110,496</u>

Cash and Cash Equivalents

For purposes of the statement of cash flows, the Authority generally considers all highly liquid debt instruments with original maturities of three months or less to be cash equivalents. The Authority's definition of cash equivalents includes investments with the Local Government Surplus Trust Fund administered by the State Board of Administration (Florida PRIME).

Receivables

Accounts and grant funds receivable are reported at their gross value, and where appropriate are reduced by the estimated portion that is expected to be uncollectible. There are no estimated uncollectible amounts at September 30, 2016.

Inventory

Inventory of chemicals and supplies is stated at the lower of cost or market. Cost is determined by the first-in, first-out method.

Bond Issue Costs/Prepaid Bond Insurance

Bond issuance costs (except for any prepaid bond insurance) are recorded as expenses in the period incurred. Prepaid bond insurance is recorded as an asset and amortized over the debt term.

Deferred Outflows and Inflows of Resources

In addition to assets, the statement of net position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense) until then. In addition to liabilities, the statement of net position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time.

Deferred Charge on Refunding

In the case of an advance refunding resulting in defeasance of debt, the difference between the reacquisition price and the net carrying amount of the old debt is termed a refunding loss. Refunding losses are recorded as deferred outflows in the statement of net position and amortized over the remaining term of the *refunded* debt or the term of the new *refunding* debt, whichever is shorter.

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PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2016
(Continued)

Note 1 - Summary of Significant Accounting Policies (Concluded)

Capital Assets

Assets with an estimated useful life of longer than one year are capitalized if greater than \$1,000 (machinery, equipment, and leasehold improvements), \$5,000 (buildings, building improvements, and infrastructure), or \$25,000 (renewal and replacement projects). Capital assets are recorded at historical cost if purchased or constructed. Donated capital assets are recorded at estimated fair market value at the date of donation. The costs of normal repair and maintenance that do not add to the value of the asset or extend the useful life of the asset are expensed as incurred.

Capital assets are depreciated on a straight-line basis over the estimated lives of the related assets, as follows:

■ Buildings and Improvements, Water Treatment Plant, Supply, and Transmission Systems	10-40 Years
■ Leasehold Improvements, Furniture, and Equipment Years	5-20 Years
■ Vehicles	5 Years
■ Computers and Software	3 Years

Bond Discounts and Premiums

Bond discounts and premiums are deferred and amortized over the life of the bonds using the straight-line method. Bond discounts/premiums are recorded as a reduction/addition to the bond payable balance.

Compensated Absences

The Authority accrues vacation and sick pay benefits and the related costs in accordance with GASB Statement No. 16, *Accounting for Compensated Absences*. Employees are paid for accrued vacation time upon separation, and there are limits on the maximum amount of vacation hours that may be carried over from one calendar year to the next. Employees in good standing, with ten or more years of continuous and creditable service at separation, are entitled to one-half of accrued sick leave up to a maximum of 520 hours.

Net Pension Liability

The Authority participates in the Florida Retirement System (FRS) defined benefit pension plan and the Health Insurance Subsidy (HIS) defined benefit plan administered by Florida Division of Retirement. As a participating employer, the Authority implemented GASB Statement No. 68, *Accounting and Financial Reporting for Pensions* (GASB 68), as required in 2015. GASB 68 requires employers participating in cost-sharing multiple-employer defined benefit pension plans to report the employers' proportionate share of the net pension liabilities and related pension amounts of the defined benefit pension plans. The 2015 beginning net position of the Authority was decreased by \$1,707,890 due to the adoption of this statement.

Note 2 - Deposits and Investments

Deposits

The Authority's policy allows deposits to be held in demand deposits, savings accounts, certificates of deposit, and money market accounts. At September 30, 2016, the Authority maintained deposits in demand deposit accounts. Deposits whose values exceeded the limits of federal depository insurance were entirely insured or collateralized pursuant to Chapter 280 of the Florida Statutes.

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PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2016
(Continued)

Note 2 - Deposits and Investments (Continued)

Deposits (Concluded)

At September 30, 2016, the carrying amount of the Authority's deposits was \$2,759,773 and the bank balance was \$3,262,305.

Investments

The Authority holds investments in qualified external investment pools that measure all of its investments at amortized cost. The following investments are recorded at amortized cost at September 30, 2016:

<u>Investment Pool</u>	<u>Operating</u>	<u>Restricted</u>	<u>Fair Value</u>
SBA Florida PRIME	\$ 3,949,801	\$ 15,672,495	\$ 19,622,296
Florida Local Government Investment Trust	1,024,636	3,073,907	4,098,543
Total	<u>\$ 4,974,437</u>	<u>\$ 18,746,402</u>	<u>\$ 23,720,839</u>

Florida PRIME is administered by the Florida State Board of Administration (SBA) and managed by professional money managers. Florida PRIME invests exclusively in short-term, high-quality fixed income securities rated in the highest short-term rating category by one or more nationally recognized statistical rating agencies, or securities of comparable quality. The Florida Local Government Investment Trust (the Investment Trust) is one of two local government investment pools developed through the joint efforts of the Florida Court Clerks and Comptrollers and the Florida Association of Counties. It is a professionally managed, short-term bond fund. The Authority's investments in these pools are through shares owned in the funds and not the underlying investments.

Florida PRIME and the Investment Trust are considered stable value investment pools. The account balances approximate fair value, and balances are available for immediate withdrawal. The weighted average maturities of Florida PRIME and the Investment Trust at September 30, 2016, are 50 days and 1.43 years, respectively. The weighted average life (WAL) of Florida PRIME at September 30, 2016, is 70 days. Florida PRIME has a Standard & Poor's rating of "AAAm". The Investment Trust is rated "AAAF" for credit quality and "S1" for bond fund volatility by Standard & Poor's. Neither fund was exposed to foreign currency risk during the year.

Authorized Investments

The Authority has adopted an investment policy consistent with Florida Statutes 218.415, which authorizes the following investments:

- a. Local Government Surplus Funds Trust Fund, the State of Florida Investment Pool administered by the State Board of Administration (F.S. 218.405).
- b. United States Government Securities, which are negotiable direct obligations of, or obligations the principal and interest of which are unconditionally guaranteed by, the United States Government.

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PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2016
(Continued)

Note 2 - Deposits and Investments (Continued)

Authorized Investments (Concluded)

- c. Securities of United States Government Agencies that issue bonds, debentures, notes, callables, or other evidence of indebtedness issued or guaranteed by United States agencies, provided such obligations are backed by the full faith and credit of the United States Government (include FHA, FFB, and GNMA).
- d. Securities of Federal Instruments (United States Government sponsored agencies) that issue bonds, debentures, notes, callables, or other evidence of indebtedness issued or guaranteed by United States Government agencies which are not full faith and credit agencies are limited to the FFCB, FHLB, FNMA, FHLMC, and SLMA.
- e. Nonnegotiable interest-bearing time certificates of deposit or savings accounts in banks organized under the laws of the United States, doing business and situated in the State of Florida, provided that, any such deposits are secured by the *Florida Security for Public Deposits Act*, Chapter 280, *Florida Statutes*.
- f. Repurchase Agreements (for purchase and subsequent sale) for any of the investments authorized above in Items b. and c.
- g. State and/or local government taxable and tax-exempt debt, general obligation and/or revenue bonds rated at least "Aa" by Moody's and "AA" by Standard & Poor's for long-term debt, or rated at least "MIG-2" by Moody's and "SP-2" by Standard & Poor's for short-term debt. Banker's Acceptances issued by a domestic bank, or a federally chartered domestic office of a foreign bank, which are eligible for purchase by the Federal Reserve System which have an unsecured, uninsured and unguaranteed obligation rating of at least "Prime-1" and "A" by Moody's Investors Service and "A-1" and "A" by Standard & Poor's and ranked in the top fifty (50) United States banks in terms of total assets by the American Banker's yearly report.
- h. Commercial paper rated, at the time of purchase, must have the minimum rating listed of two of the following three nationally recognized rating agencies; "Prime-1" by Moody's, "A-1" by Standard & Poor's (prime commercial paper), and "F-1" by Fitch.
- i. Money market mutual funds regulated by the Securities and Exchange Commission and whose portfolio consists only of domestic securities that are rated "AAm" or "AAm-G" or better by Standard & Poor's or the equivalent by another rating agency.
- j. Intergovernmental Investment Pools that are authorized pursuant to the *Florida Interlocal Cooperation Act*, as provided in Section 163.01, *Florida Statutes*.

In addition, the investment policy states that the Authority will not directly invest any funds in derivative investment products. This includes, but is not limited to, collateralized mortgage obligations (CMO), interest-only (IO) and principal-only (PO) forwards, futures, currency and interest rate swaps, options floaters/inverse floaters, and caps/floors/collars.

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PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2016
(Continued)

Note 2 - Deposits and Investments (Concluded)

Risk Disclosures

The Authority's investment policy limits credit and custodial risk by limiting the amount of investments, which are not direct U.S. Government Obligations or in the Local Government Surplus Trust Fund, and having a qualification process for broker/dealers. In addition, the policy requires independent third-party custodians, when applicable.

Interest rate risk is controlled by limiting the maximum length of obligations purchased. Unless matched up to a specific cash flow, the Authority will not directly invest in securities maturing more than two years from the date of purchase.

Note 3 - Receivables

Accounts receivable at September 30, 2016, consists primarily of amounts due from customers for water sales, in the amount of \$3,729,954.

All amounts are considered collectible. There is no allowance for uncollectible accounts.

Note 4 - Capital Assets

Capital asset activity for the year ended September 30, 2016, was as follows:

	<u>Beginning Balance</u>	<u>Increases</u>	<u>(Decreases)</u>	<u>Ending Balance</u>
Business-type Activities				
Capital Assets Not Being Depreciated:				
Land and Easements	\$ 2,584,259	\$ 0	\$ 0	\$ 2,584,259
Construction in Progress	15,148,092	1,805,941	(15,148,090)	1,805,943
Total Capital Assets Not Being Depreciated	<u>17,732,351</u>	<u>1,805,941</u>	<u>(15,148,090)</u>	<u>4,390,202</u>
Capital Assets Being Depreciated:				
Buildings and Improvements, Water Treatment Plant, Supply and Transmission Systems	353,128,821	15,958,295	0	369,087,116
Leasehold Improvements, Furniture, and Equipment	5,377,082	276,613	(77,390)	5,576,305
Total Capital Assets Being Depreciated	<u>358,505,903</u>	<u>16,234,908</u>	<u>(77,390)</u>	<u>374,663,421</u>
Less Accumulated Depreciation:				
Buildings and Improvements, Water Treatment Plant, Supply, and Transmission Systems	(95,764,746)	0	(11,558,385)	(107,323,131)
Leasehold Improvements, Furniture, and Equipment	(3,366,862)	77,390	(319,740)	(3,609,212)
Total Accumulated Depreciation	<u>(99,131,608)</u>	<u>77,390</u>	<u>(11,878,125)</u>	<u>(110,932,343)</u>
Total Capital Assets Being Depreciated, Net	<u>259,374,295</u>	<u>16,312,298</u>	<u>(11,955,515)</u>	<u>263,731,078</u>
Total Business-type Activities Capital Assets, Net	<u>\$ 277,106,646</u>	<u>\$ 18,118,239</u>	<u>\$ (27,103,605)</u>	<u>\$ 268,121,280</u>

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PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2016
(Continued)

Note 4 - Capital Assets (Concluded)

Depreciation expense in the amount of \$11,878,125 was reported as a separate line item in the statement of revenues, expenses, and changes in net position.

Construction Commitments

There are no construction commitments as of September 30, 2016. The Authority's current construction projects are in the pre-design phases.

Note 5 - Long-term Debt

Long-term debt activity for the year ended September 30, 2016, was as follows:

	<u>Beginning Balance</u>	<u>Additions</u>	<u>Reductions</u>	<u>Ending Balance</u>	<u>Due Within One Year</u>
Long-term Debt:					
Bonds Payable:					
Series 2010A Revenue Bonds	\$ 13,140,000	\$ 0	\$ 0	\$ 13,140,000	\$ 0
Series 2010B Revenue Bonds	29,555,000	0	0	29,555,000	0
Series 2014A Revenue Bonds	27,155,000	0	(1,055,000)	26,100,000	1,080,000
Series 2014B Revenue Bonds	55,915,000	0	0	55,915,000	0
Series 2015 Revenue Bonds	<u>23,735,000</u>	<u>0</u>	<u>(1,340,000)</u>	<u>22,395,000</u>	<u>1,405,000</u>
Total Bonds Payable	<u>149,500,000</u>	<u>0</u>	<u>(2,395,000)</u>	<u>147,105,000</u>	<u>2,485,000</u>
Bond-Related Amounts:					
Unamortized Premiums	12,039,044	0	(699,317)	11,339,727	0
Unamortized Discounts	<u>(267,667)</u>	<u>0</u>	<u>12,167</u>	<u>(255,500)</u>	<u>0</u>
Total Bonds Payable	<u>161,271,377</u>	<u>0</u>	<u>(3,082,150)</u>	<u>158,189,227</u>	<u>2,485,000</u>
Retirement System - Net Liability	<u>1,902,315</u>	<u>0</u>	<u>0</u>	<u>1,902,315</u>	<u>0</u>
Total Long-term Debt	<u>\$ 163,173,692</u>	<u>\$ 0</u>	<u>\$ (3,082,150)</u>	<u>\$ 160,091,542</u>	<u>\$ 2,485,000</u>

The 2010A and B Bonds

On November 2, 2010, the Authority issued \$13,140,000 Utility System Revenue Bonds, Series 2010A (the 2010A Bonds), and \$29,555,000 Utility System Revenue Bonds Series 2010B (the 2010B Bonds).

The 2010A Bonds were issued to provide funds, together with other legally available monies of the Authority, for the principal purpose of refunding the Authority's outstanding \$30,000,000 Utility System Revenue Bond Anticipation Note (the 2010 Note). The 2010 Note had been issued by the Authority on January 20, 2010, and had refunded prior interim financing in the same principal amount from 2008.

The 2010A Bonds were issued at a discount of \$328,500, as term bonds maturing on October 1, 2037, but subject to mandatory redemption in specified lots beginning on October 1, 2036. The stated interest rate on the term bonds is 4.50%. The unamortized discount at September 30, 2016, is \$255,500, as shown above. No principal payments are due until October 1, 2036, but interest is due semi-annually each October 1 and April 1. The final maturity is October 1, 2037. Early redemption is not permitted.

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PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2016
(Continued)

Note 5 - Long-term Debt (Continued)

The 2010A and B Bonds (Concluded)

The proceeds of the 2010B Bonds were issued to provide funds for financing a portion of the costs of certain capital improvements including Phases 2 and 3A of the Regional Integrated Loop System (RILS) project, fund capitalized interest, and pay issuance costs. A portion of the 2010B Bonds are designated by the Authority as Build America Bonds, authorized by the *American Recovery and Reinvestment Act of 2009*. As such, the Authority expects to receive Federal Direct Payments from the U.S. Treasury in an amount equal to approximately 30% of each interest payment on the 2010B Bonds.

The 2010B Bonds were issued without premium or discount, as term bonds maturing on October 1, 2040, but subject to mandatory redemption in specified lots beginning on October 1, 2037. The stated interest rate on the term bonds is 6.402%. No principal payments are due until October 1, 2037, but interest is due semi-annually each October 1 and April 1. The final maturity is October 1, 2040. Early redemption is not permitted.

The 2014 and 2015 Bonds

On October 6, 2014, the Authority issued \$27,390,000 Utility System Refunding Revenue Bonds, Series 2014A (the 2014A Bonds). On December 29, 2014, the Authority issued \$56,065,000 Utility System Refunding Revenue Bonds Series 2014B (the 2014B Bonds). On July 7, 2015, the Authority issued \$23,910,000 Utility System Refunding Revenue Bonds Series 2015 (the 2015 Bonds).

The 2014A and 2014B Bonds were issued to provide funds, together with other legally available monies of the Authority, for the principal purpose of refinancing the Authority's outstanding 2005A Bonds in the par amount of \$88,415,000. The 2015 Bonds were issued to provide funds, together with other legally available monies of the Authority, for the principal purpose of refinancing the Authority's outstanding 2005B Bonds in the par amount of \$27,845,000.

The 2014A Bonds were issued without premium or discount, as term bonds maturing on October 1, 2027, but subject to mandatory redemption in specified lots beginning on October 1, 2015. The stated interest rate on the term bonds is 2.54%. Principal payments are due each October 1, and interest is due semi-annually each October 1 and April 1. The final maturity is October 1, 2027. Early redemption is permitted, subject to certain conditions.

The 2014B Bonds were issued at a premium of \$8,903,446, as serial bonds, with stated interest rates of 5.00% (except for \$150,000 at 2.00% which was due and payable on October 1, 2015). The unamortized premium at September 30, 2016 is \$8,353,851. Principal payments are due each October 1, beginning October 1, 2028 (except for \$150,000 at 2.00% which was due and payable on October 1, 2015), and interest is due semi-annually each October 1 and April 1. The final maturity is October 1, 2035. The 2014B Bonds may be redeemed in whole or in part at any time on or after October 1, 2024, without penalty.

The 2015 Bonds were issued at a premium of \$3,310,428, as serial bonds, with stated interest rates of 5.00%. The unamortized premium at September 30, 2016, is \$2,985,876. Principal payments are due each October 1, and interest is due semi-annually each October 1 and April 1. The final maturity is October 1, 2028. The 2015 Bonds may be redeemed in whole or in part at any time on or after October 1, 2024, without penalty.

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PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2016
(Continued)

Note 5 - Long-term Debt (Concluded)

The 2014 and 2015 Bonds (Concluded)

At September 30, 2016, unamortized losses were \$2,347,617 (2014 A/B Bonds) and \$72,156 (2015 Bonds). Amortization of \$123,559 (2014 A/B Bonds) and \$6,274 (2015 Bonds) were charged to interest expense in 2016. These losses are being amortized over the remaining debt term using the straight-line method.

Other Provisions

Principal and interest on the above bonds are payable from and secured by a lien upon and pledge of the Net Revenues (see below) plus the balances in certain funds and accounts as defined in the bond resolutions. The lien and pledge on each series of bonds is on parity with the others.

Bond covenants require the Authority to set rates so as always to provide, in each fiscal year, Net Revenues equal to: (1) at least 115% of the Annual Debt Service becoming due in such fiscal year; and (2) at least 100% of any required County Payments, as defined in the bond resolutions. Net Revenues are defined in the bond resolutions as Gross Revenues less Operating and Maintenance Costs. Gross Revenues are operating revenues (excluding member dues) plus investment earnings, Federal Direct Payments, and certain transfers from the Rate Stabilization Account. Operating and Maintenance Costs are operating expenses excluding depreciation, studies and master plans. Following are the required disclosures for 2016:

<u>Pledge Revenue</u>	<u>Revenue Pledged Through</u>	<u>Total Principal and Interest Outstanding</u>	<u>Current Year Principal and Interest Paid</u>	<u>Current Year Net Revenue</u>	<u>Percentage of Net Revenues to Principal and Interest Paid</u>
Net Revenues	10/01/40	\$ 258,888,395	\$ 9,550,648	\$ 6,146,133	76.4%

The following is a schedule of future gross debt service requirements (excluding federal direct payments) of the Authority's outstanding bonds payable:

<u>Year Ending September 30,</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2017	\$ 2,485,000	\$ 7,061,851	\$ 9,546,851
2018	2,585,000	6,964,169	9,549,169
2019	2,685,000	6,862,102	9,547,102
2020	2,790,000	6,755,773	9,545,773
2021-2025	23,915,000	31,708,956	55,623,956
2026-2030	30,710,000	26,699,990	57,409,990
2031-2035	39,240,000	17,652,055	56,892,055
2036-2040	42,695,000	8,078,499	50,773,499
Total	<u>\$ 147,105,000</u>	<u>\$ 111,783,395</u>	<u>\$ 258,888,395</u>

Total interest costs on the above bonds incurred during 2016 were \$7,155,648, and federal direct payments on the 2010B Bonds were \$578,626. No interest costs were capitalized in 2016.

Note 6 - Restricted Assets and Restricted Net Position

Restricted assets represent moneys that have been set aside as a result of bond covenants or contractual agreements. Interest earnings are added to the balances and authorized expenditures are deducted.

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PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2016
(Continued)

Note 6 - Restricted Assets and Restricted Net Position (Concluded)

Net position is restricted when restricted assets are funded from operating revenues. Unspent bond proceeds (construction accounts plus/minus other restricted receivables and payables) are added back to net position, net investment in capital assets. Following are the balances in restricted assets and restricted net position at September 30, 2016:

	<u>Restricted Assets</u>	<u>Restricted Net Position</u>
Construction (Including Grants)	\$ 6,761,100	\$ 6,582,232
Renewal and Replacement	2,571,228	2,571,228
Operations Reserve	8,237,024	8,237,024
Rate Stabilization Account	<u>1,970,729</u>	<u>1,970,729</u>
Total	<u>\$ 19,540,081</u>	<u>\$ 19,361,213</u>

Contracts payable in the amount of \$178,868 account for the variance between Restricted Assets and Restricted Net Position above.

Within the assets restricted for construction above, certain amounts have been attributed to specific customers to be used toward future projects as follows:

	<u>Allocated Construction</u>
Charlotte County	\$ 0
Sarasota County	2,357,291
City of North Port	<u>3,057,489</u>
Total	<u>\$ 5,414,780</u>

Note 7 - Retirement Plan

General Information about the Florida Retirement System (FRS)

The FRS was created in Chapter 121, Florida Statutes, to provide a defined benefit pension plan for participating public employees. The FRS was amended in 1998 to add the Deferred Retirement Option Program (DROP) under the defined benefit plan and amended in 2000 to provide a defined contribution plan alternative to the defined benefit plan for FRS members effective July 1, 2002. This integrated defined contribution pension plan is the FRS Investment Plan. Chapter 112, Florida Statutes, established the Retiree Health Insurance Subsidy (HIS) Program, a cost-sharing multiple-employer defined benefit pension plan, to assist retired members of any state-administered retirement system in paying the costs of health insurance.

Essentially all regular employees of the Authority are eligible to enroll as members of the State-administered FRS. Provisions relating to FRS are established by Chapters 121 and 122, Florida Statutes; Chapter 112 Part IV, Florida Statutes; Chapter 238, Florida Statutes; and FRS Rules, Chapter 60S, Florida Administrative Code; wherein eligibility, contributions, and benefits are defined and described in detail. Such provisions may be amended at any time by further action from the Florida Legislature. The FRS is a single retirement system administered by the Florida Department of Management Services, Division of Retirement, and consists of two cost-sharing, multiple-employer defined-benefit plans and other nonintegrated programs. A comprehensive annual financial report of the FRS, which includes its financial statements, required supplementary information, actuarial report, and other relevant information, is available from the Florida Department of Management Services' web site (www.dms.myflorida.com).

PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2016
(Continued)

Note 7 - **Retirement Plan** (Continued)

General Information about the Florida Retirement System (FRS) (Concluded)

The Authority's pension expense totaled \$198,807 for the fiscal year ended September 30, 2016, (all plans).

FRS Pension Plan

Plan Description. The FRS Pension Plan (Plan) is a cost-sharing multiple-employer defined benefit pension plan, with a DROP for eligible employees. The general classes of membership applicable to the Authority are as follows:

- *Regular Class* – Members of the FRS who do not qualify for membership in the other classes.
- *Senior Management Service Class (SMSC)* – Members in senior management level positions.

Employees enrolled in the Plan prior to July 1, 2011, vest at six years of creditable service and employees enrolled in the Plan on or after July 1, 2011, vest at eight years of creditable service. All vested members enrolled prior to July 1, 2011, are eligible for normal retirement benefits at age 62 or at any age after 30 years of service, except for members classified as special risk who are eligible for normal retirement benefits at age 55 or at any age after 25 years of service. All members enrolled in the Plan on or after July 1, 2011, once vested, are eligible for normal retirement benefits at age 65 or any time after 33 years of creditable service, except for members classified as special risk who are eligible for normal retirement benefits at age 60 or at any age after 30 years of service. Members of the Plan may include up to four years of credit for military service toward creditable service. The Plan also includes an early retirement provision; however, there is a benefit reduction for each year a member retires before his or her normal retirement date. The Plan provides retirement, disability, death benefits, and annual cost-of-living adjustments to eligible participants.

DROP, subject to provisions of Section 121.091, Florida Statutes, permits employees eligible for normal retirement under the Plan to defer receipt of monthly benefit payments while continuing employment with an FRS employer. An employee may participate in DROP for a period not to exceed 60 months after electing to participate, except that certain instructional personnel may participate for up to 96 months. During the period of DROP participation, deferred monthly benefits are held in the FRS Trust Fund and accrue interest. The net pension liability does not include amounts for DROP participants, as these members are considered retired and are not accruing additional pension benefits.

Benefits Provided. Benefits under the Plan are computed on the basis of age and/or years of service, average final compensation, and service credit. Credit for each year of service is expressed as a percentage of the average final compensation. For members initially enrolled before July 1, 2011, the average final compensation is the average of the five highest fiscal years' earnings; for members initially enrolled on or after July 1, 2011, the average final compensation is the average of the eight highest fiscal years' earnings. The total percentage value of the benefit received is determined by calculating the total value of all service, which is based on the retirement class to which the member belonged when the service credit was earned. The following chart shows the percentage value for each year of service credit earned:

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PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2016
(Continued)

Note 7 - Retirement Plan (Continued)

FRS Pension Plan (Continued)
Benefits Provided. (Concluded)

<u>Class, Initial Enrollment, and Retirement Age/Years of Service</u>	<u>Percent Value</u>
Regular Class Members Initially Enrolled Before July 1, 2011:	
Retirement up to age 62 or up to 30 years of service	1.60
Retirement at age 63 or with 31 years of service	1.63
Retirement at age 64 or with 32 years of service	1.65
Retirement at age 65 or with 33 or more years of service	1.68
Regular Class Members Initially Enrolled on or After July 1, 2011:	
Retirement up to age 65 or up to 33 years of service	1.60
Retirement at age 66 or with 34 years of service	1.63
Retirement at age 67 or with 35 years of service	1.65
Retirement at age 68 or with 36 or more years of service	1.68
Senior Management Service Class	2.00

As provided in Section 121.101, Florida Statutes, if the member is initially enrolled in the FRS before July 1, 2011, and all service credit was accrued before July 1, 2011, the annual cost-of-living adjustment is 3% per year. If the member is initially enrolled before July 1, 2011, and has service credit on or after July 1, 2011, there is an individually calculated cost-of-living adjustment. The annual cost-of-living adjustment is a proportion of 3% determined by dividing the sum of the pre-July 2011 service credit by the total service credit at retirement multiplied by 3%. Plan members initially enrolled on or after July 1, 2011, will not have a cost-of-living adjustment after retirement.

Contributions. The Florida Legislature establishes contribution rates for participating employers and employees. Contribution rates during the Authority's 2015-16 fiscal year were as follows:

<u>Class</u>	<u>Year Ended June 30, 2016</u>		<u>Year Ended June 30, 2017</u>	
	<u>Percent of Gross Salary</u>		<u>Percent of Gross Salary</u>	
	<u>Employee</u>	<u>Employer</u>	<u>Employee</u>	<u>Employer</u>
FRS, Regular	3.00	5.56	3.00	5.80
FRS, Senior Management Services	3.00	19.73	3.00	20.05
DROP – Applicable to Members from All of the Above Classes	0.00	11.22	0.00	11.33
Investment Plan, Regular	0.00	2.65	0.00	2.83
FRS, Reemployment Retiree	(1)	(1)	(1)	(1)

Notes: (1) Contribution rates are dependent upon retirement class in which reemployed.

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PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2016
(Continued)

Note 7 - Retirement Plan (Continued)

FRS Pension Plan (Continued)

Contributions. (Concluded)

The Authority's contributions, including employee contributions, to the Plan totaled \$ 62,608 for the fiscal year ended September 30, 2016. This excludes the HIS defined benefit pension plan contributions.

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions. At September 30, 2016, the Authority reported a liability of \$ 333,377 for its proportionate share of the net pension liability. The net pension liability was measured as of June 30, 2016, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of July 1, 2016. The Authority's proportionate share of the net pension liability was based on the Authority's 2015-16 fiscal year contributions relative to the fiscal year 2014-15 fiscal year contributions of all participating members. At June 30, 2016, the Authority's proportion was 00839114%, which was an increase of 00039085% from its proportion measured as of June 30, 2015.

For the year ended September 30, 2016, the Authority recognized pension expense of \$ 28,415 related to the Plan. At September 30, 2016, the Authority reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

<u>Description</u>	<u>Deferred Outflows of Resources</u>	<u>Deferred Inflows of Resources</u>
Employer Contributions after Measurement Date	\$ 41,957	\$ 0
Difference Between Expected and Actual Experience	114,095	25,699
Changes of Assumptions	21,920	0
Changes in Proportion and Difference Between Authority Contributions and Proportionate Share of Contributions	328,469	0
Net Difference between Projected and Actual Earnings on Pension Plan Investments	0	158,751
Total	\$ 487,239	\$ 284,450

The deferred outflows of resources related to pensions, totaling \$ 487,239, resulting from Authority contributions subsequent to the measurement date, will be recognized as a reduction of the net pension liability in the year ended June 30, 2016. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

<u>Fiscal Year Ending</u>	<u>Amount</u>
2017	\$ 50,260
2018	50,260
2019	163,209
2020	85,009
2021	79,221
Total	\$ 528,559

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PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2016
(Continued)

Note 7 - Retirement Plan (Continued)

FRS Pension Plan (Continued)

Actuarial Assumptions. The total pension liability in the July 1, 2016, actuarial valuation was determined using the individual entry age cost method, and the following actuarial assumptions:

Inflation	2.60%
Salary Increases	3.23% Average, Including Inflation
Investment Rate of Return	2.63% Net of Pension Plan Investment Expense, Including Inflation

Mortality rates were based on the Generational RP-2000 with Projection Scale BB, with adjustments for mortality improvements based on Scale AA.

The actuarial assumptions used in the July 1, 2016, valuation were based on the results of an actuarial experience study for the period July 1, 2008, through June 30, 2013.

The long-term expected rate of return on pension plan investments was not based on historical returns, but instead is based on a forward-looking capital market economic model. The allocation policy's description of each asset class was used to map the target allocation to the asset classes shown below. Each asset class assumption is based on a consistent set of underlying assumptions, and includes an adjustment for the inflation assumption. The target allocation and best estimates of arithmetic and geometric real rates of return for each major asset class are summarized in the following table:

Asset Class	Target Allocation	Annual Arithmetic Return	Annual (Geometric) Return	Standard Deviation
Cash	1%	3.2%	3.1%	1.7%
Fixed Income	19%	4.8%	4.7%	4.7%
Global Equity	33%	8.5%	7.2%	12.7%
Real Estate (Property)	10%	6.8%	6.2%	12.0%
Private Equity	6%	11.9%	8.2%	10.0%
Strategic Investments	12%	6.7%	6.1%	11.4%
Total	100%			
Assumed Inflation - Mean		2.60%		1.90%

Discount Rate. The discount rate used to measure the total pension liability was 7.63%. The Plan's fiduciary net position was projected to be available to make all projected future benefit payments of current active and inactive employees. Therefore, the discount rate for calculating the total pension liability is equal to the long-term expected rate of return. The discount rate was 7.63% in the July 1, 2015 valuation.

Sensitivity of the Authority's Proportionate Share of the Net Position Liability to Changes in the Discount Rate. The following presents the Authority's proportionate share of the net pension liability calculated using the discount rate of 7.63%, as well as what the Authority's proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1-percentage-point lower (6.63%) or 1-percentage-point higher (8.63%) than the current rate:

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PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2016
(Continued)

Note 7 - Retirement Plan (Continued)

FRS Pension Plan (Concluded)

Sensitivity of the Authority's Proportionate Share of the Net Position Liability to Changes in the Discount Rate. (Concluded)

FRS – Authority:

	1% Decrease	Current Discount Rate	1% Increase
Authority's Proportionate Share of the Net Pension Liability	(6.65%)	(7.65%)	(8.65%)
	\$ 80,766	\$ 108,967	\$ 33,251

Pension Plan Fiduciary Net Position. Detailed information about the Plan's fiduciary net position is available in the separately issued FRS Pension Plan and Other State Administered Systems Comprehensive Annual Financial Report.

Payables to the Pension Plan. At September 30, 2016, the Authority reported a payable of \$ 3,608 for the outstanding amount of contributions to the Plan required for the fiscal year ended September 30, 2016.

HIS Pension Plan

Plan Description. The HIS Pension Plan (HIS Plan) is a cost-sharing multiple-employer defined benefit pension plan established under section 112.363, Florida Statutes, and may be amended by the Florida Legislature at any time. The benefit is a monthly payment to assist retirees of State-administered retirement systems in paying their health insurance costs and is administered by the Division of Retirement within the Florida Department of Management Services.

Benefits Provided. For the fiscal year ended September 30, 2016, eligible retirees and beneficiaries received a monthly HIS payment of \$5 for each year of creditable service completed at the time of retirement, with a minimum HIS payment of \$30 and a maximum HIS payment of \$150 per month, pursuant to Section 112.363, Florida Statutes. To be eligible to receive a HIS Plan benefit, a retiree under a State-administered retirement system must provide proof of health insurance coverage, which may include Medicare.

Contributions. The HIS Plan is funded by required contributions from FRS participating employers as set by the Florida Legislature. Employer contributions are a percentage of gross compensation for all active FRS members. For the Plan fiscal years ended June 30, 2017 and 2016, the contribution rates were 1.66% and 1.66% of payroll respectively, pursuant to Section 112.363, Florida Statutes. The Authority contributed 100% of its statutorily required contributions for the current and preceding three years. HIS Plan contributions are deposited in a separate trust fund from which payments are authorized. HIS Plan benefits are not guaranteed and are subject to annual legislative appropriation. In the event the legislative appropriation or available funds fail to provide full subsidy benefits to all participants, benefits may be reduced or canceled.

The Authority's contributions to the HIS Plan totaled \$ 33,130 for the fiscal year ended September 30, 2016.

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PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2016
(Continued)

Note 7 - Retirement Plan (Continued)

HIS Pension Plan (Continued)

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions. At September 30, 2016, the Authority reported a net pension liability of \$318,749 for its proportionate share of the HIS Plan's net pension liability. The net pension liability was measured as of June 30, 2016, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of July 1, 2015. The Authority's proportionate share of the net pension liability was based on the Authority's 2015-16 fiscal year contributions relative to the total 2015-16 fiscal year contributions of all participating members. At June 30, 2016, the Authority's proportionate share was 00802818%, which was a decrease of 000020274 from its proportionate share measured as of June 30, 2015.

For the fiscal year ended September 30, 2016, the Authority recognized pension expense of \$3,514 related to the HIS Plan. In addition, the Authority reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

<u>Description</u>	<u>Deferred Outflows of Resources</u>	<u>Deferred Inflows of Resources</u>
Employer Contributions after Measurement Date	\$ 8,931	\$ 0
Difference Between Expected and Actual Experience	0	0
Changes of Assumptions	(5,314)	0
Changes in Proportion and Difference between Authority Contributions and Proportionate Share of Contributions	0	5,890
Net Difference between Projected and Actual Earnings on Pension Plan Investments	113	0
Total	\$ 3,720	\$ 5,890

The deferred outflows of resources related to pensions, totaling \$3,720, resulting from Authority contributions to the HIS Plan subsequent to the measurement date will be recognized as a reduction of the net pension liability in the fiscal year ended June 30, 2016. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

<u>Fiscal Year Ending</u>	<u>Amount</u>
2017	10,401
2018	10,401
2019	10,312
2020	10,368
2021	7,184
2022	0
Total	\$ 58,967

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PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2016
(Continued)

Note 7 - Retirement Plan (Continued)

HIS Pension Plan (Concluded)

Actuarial Assumptions. The total pension liability in the July 1, 2016, actuarial valuation was determined using the individual entry age cost method, and the following actuarial assumptions:

Inflation	6.00%
Salary Increases	7.25% Average, Including Inflation
Investment Rate of Return	8.00% Net of Pension Plan Investment Expense, Including Inflation

Mortality rates were based on the **General/Comb RP-2000 with Projected Scale BB**.

The actuarial assumptions used in the July 1, 2016 valuation, were based on the results of an actuarial experience study for the period **July 1, 2008 through June 30, 2013**.

Discount Rate. The discount rate used to measure the total pension liability was **5.80%**. In general, the discount rate for calculating the total pension liability is equal to the single rate equivalent to discounting at the long-term expected rate of return for benefit payments prior to the projected depletion date. Because the HIS benefit is essentially funded on a pay-as-you-go basis, the depletion date is considered to be immediate, and the single equivalent discount rate is equal to the municipal bond rate selected by the HIS Plan sponsor. The Bond Buyer General Obligation 20-Bond Municipal Bond Index was adopted as the applicable municipal bond index.

Sensitivity of the Authority's Proportionate Share of the Net Pension Liability to Changes in the Discount Rate. The following presents the Authority's proportionate share of the net pension liability calculated using the discount rate of **5.80%**, as well as what the Authority's proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1-percentage-point lower (**4.80%**) or 1-percentage-point higher (**6.80%**) than the current rate:

	1% Decrease	Current Discount Rate	1% Increase
Authority's Proportionate Share of the Net Pension Liability	\$ 212,926	\$ 218,244	\$ 223,491

Pension Plan Fiduciary Net Position. Detailed information about the HIS Plan's fiduciary net position is available in the separately issued FRS Pension Plan and Other State Administered Systems Comprehensive Annual Financial Report.

Payables to the Pension Plan. At September 30, 2016, the Authority reported a payable of \$ **1,999** for the outstanding amount of contributions to the HIS Plan required for the fiscal year ended September 30, 2016.

PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY
 NOTES TO FINANCIAL STATEMENTS
 SEPTEMBER 30, 2016
 (Continued)

Note 7 - Retirement Plan (Continued)

FRS – Defined Contribution Pension Plan

The Authority contributes to the FRS Investment Plan (Investment Plan), a defined contribution pension plan, for its eligible employees electing to participate in the Investment Plan. The Investment Plan is administered by the SBA, and is reported in the SBA’s annual financial statements and in the State of Florida Comprehensive Annual Financial Report. Service retirement benefits are based upon the value of the member’s account upon retirement.

As provided in Section 121.4501, Florida Statutes, eligible FRS members may elect to participate in the Investment Plan in lieu of the FRS defined-benefit plan. Authority employees participating in DROP are not eligible to participate in the Investment Plan. Employer and employee contributions, including amounts contributed to individual member’s accounts, are defined by law, but the ultimate benefit depends in part on the performance of investment funds. Benefit terms, including contribution requirements, for the Investment Plan are established and may be amended by the Florida Legislature. The Investment Plan is funded with the same employer and employee contribution rates that are based on salary and membership class (Regular Class, Elected County Officers, etc.), as the FRS defined benefit plan. Contributions are directed to individual member accounts, and the individual members allocate contributions and account balances among various approved investment choices. Allocations to the investment member’s accounts during the 2015-16 fiscal year were as follows:

<u>Class</u>	<u>Percent of Gross Compensation</u>
FRS, Regular	6.30%
FRS, Senior Management Service	7.67%

For all membership classes, employees are immediately vested in their own contributions and are vested after one year of service for employer contributions and investment earnings. If an accumulated benefit obligation for service credit originally earned under the FRS Pension Plan is transferred to the Investment Plan, the member must have the years of service required for FRS Pension Plan vesting (including the service credit represented by the transferred funds) to be vested for these funds and the earnings on the funds. Nonvested employer contributions are placed in a suspense account for up to five years. If the employee returns to FRS-covered employment within the five year period, the employee will regain control over their account. If the employee does not return within the five year period, the employee will forfeit the accumulated account balance. Costs of administering the Investment Plan, including the FRS Financial Guidance Program, are funded through an employer contribution of 0.04% of payroll and by forfeited benefits of Investment Plan members. For the fiscal year ended September 30, 2016, the information for the amount of forfeitures was unavailable from the SBA; however, management believes that these amounts, if any, would be immaterial to the Authority.

After termination and applying to receive benefits, the member may rollover vested funds to another qualified plan, structure a periodic payment under the Investment Plan, receive a lump-sum distribution, leave the funds invested for future distribution, or any combination of these options. Disability coverage is provided; the member may either transfer the account balance to the FRS Pension Plan when approved for disability retirement to receive guaranteed lifetime monthly benefits under the FRS Pension Plan, or remain in the Investment Plan and rely upon that account balance for retirement income.

DRAFT

PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2016
(Concluded)

Note 7 - Retirement Plan (Concluded)

FRS – Defined Contribution Pension Plan (Concluded)

The Authority's Investment Plan pension expense totaled \$1,047,744 for the fiscal year ended September 30, 2016.

Payables to the Pension Plan. At September 30, 2016, the Authority reported a payable of \$250 for the outstanding amount of contributions to the Investment Plan required for the fiscal year ended September 30, 2016.

Note 8 - Operating Lease

The Authority leases its administrative headquarters in Lakewood Ranch, Florida. The lease is for a five-year term through March 31, 2017, with two five-year renewal options. The lease contains annual fixed rent increases over the lease term, plus adjustments for actual common area maintenance costs (CAM). The rent expense for 2016 was \$150,703. Future minimum commitments under this operating lease as of September 30, 2016, are as follows:

<u>Year</u>	<u>Amount</u>
2017	\$ 75,843

Note 9 - Risk Management

The Authority is exposed to various risks of loss related to torts; theft of, damage to and destruction of assets; errors and omissions; and natural disasters for which the Authority carries commercial insurance. There has been no significant reduction in insurance coverage from the prior year, and there have been no settlements or claims in excess of coverage for the past three years.

DRAFT

REQUIRED SUPPLEMENTARY INFORMATION

DRAFT

**PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY
SCHEDULE OF THE AUTHORITY'S PROPORTIONATE SHARE
OF THE NET PENSION LIABILITY
FLORIDA RETIREMENT SYSTEM AND HEALTH INSURANCE SUBSIDY PENSION PLANS
SEPTEMBER 30, 2016**

FLORIDA RETIREMENT SYSTEM PENSION PLAN

	<u>June 30, 2016</u>
Authority's Proportion of the FRS Net Pension Plan	0.008389114%
Authority's Proportion Share of the FRS Net Pension Plan Liability	\$ 1,083,567
Authority's Covered-Employee Payroll (FYE June 30)	\$ 2,460,331
Authority's Proportionate Share of the FRS Net Pension Liability as a Percentage of its Covered-Employee Payroll	44.04%
FRS Plan Fiduciary Net Position as a Percentage of the Total Pension Liability	92.00%

HEALTH INSURANCE SUBSIDY PENSION PLAN

	<u>June 30, 2016</u>
Authority's Proportion of the HIS Net Pension Plan	0.008028182%
Authority's Proportion Share of the HIS Net Pension Liability	\$ 818,748
Authority's Covered-Employee Payroll (FYE June 30)	\$ 2,460,331
Authority's Proportionate Share of the HIS Net Pension Liability as a Percentage of its Covered-Employee Payroll	33.28%
HIS Plan Fiduciary Net Position as a Percentage of the Total Pension Liability	0.50%

Note:

The amounts shown above as reported on the date indicated, have a measurement date three months prior to the reporting date. Additional information will be provided annually until ten years' data is presented.

DRAFT

**PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY
SCHEDULE OF AUTHORITY CONTRIBUTIONS
FLORIDA RETIREMENT SYSTEM AND HEALTH INSURANCE SUBSIDY PENSION PLANS
SEPTEMBER 30, 2016**

FLORIDA RETIREMENT SYSTEM PENSION PLAN

	<u>2016</u>
Contractually Required Contribution	\$ 201,785
FRS Contribution in Relation to the Contractually Required Contribution	(201,785)
FRS Contribution Deficiency (Excess)	<u>\$ 0</u>
Authority's Covered-Employee Payroll (FYE September 30)	\$ 2,458,752
FRS Contributions as a Percentage of Covered-Employee Payroll	8.21%

HEALTH INSURANCE SUBSIDY PENSION PLAN

	<u>2016</u>
Contractually Required Contribution	\$ 32,819
HIS Contribution in Relation to the Contractually Required Contribution	(32,819)
HIS Contribution Deficiency (Excess)	<u>\$ 0</u>
Authority's Covered-Employee Payroll (FYE September 30)	\$ 2,458,752
HIS Contributions as a Percentage of Covered-Employee Payroll	1.33%

Note:

Additional information will be provided annually until ten years' data is presented.

DRAFT

PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY
NOTE TO REQUIRED SUPPLEMENTARY INFORMATION
SEPTEMBER 30, 2016

Note I - Changes in Benefit Terms and Assumptions

Changes in Benefit Terms from the year ended June 30, 2015 to June 30, 2016:

- **FRS**—No significant changes.
- **HIS**—No significant changes.

Changes in Assumptions from the year ended June 30, 2015 to June 30, 2016:

- **FRS**—No significant changes. The inflation rate assumption remained at 3.60%, the real payroll growth assumption remained at 0.63%, and the overall payroll growth rate assumption remained at 3.23%. The long-term expected rate of return remained at 7.63%.
- **HIS**—The municipal rate used to determine total pension liability decreased from 4.29% to 3.80%.

**INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL
REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN
AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH
GOVERNMENT AUDITING STANDARDS**

Board of Directors
Peace River/Manasota Regional
Water Supply Authority
Sarasota, Florida

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the basic financial statements of the Peace River/Manasota Regional Water Supply Authority (the Authority) as of and for the year ended September 30, 2016, and the related notes to the financial statements, and have issued our report thereon dated January 11, 2017.

Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Authority's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Authority's internal control. Accordingly, we do not express an opinion on the effectiveness of the Authority's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Certified Public Accountants

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MEMBER OF AMERICAN INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS PRIVATE COMPANIES AND S.E.C. PRACTICE SECTIONS

DRAFT

Board of Directors
Peace River/Manasota Regional
Water Supply Authority
Sarasota, Florida

**INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL
REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN
AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH
GOVERNMENT AUDITING STANDARDS
(Concluded)**

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Authority's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

January 11, 2017
Sarasota, Florida

**INDEPENDENT ACCOUNTANTS' REPORT ON COMPLIANCE
WITH FLORIDA STATUTE SECTION 218.415 – INVESTMENTS OF PUBLIC FUNDS**

Board of Directors
Peace River/Manasota Regional
Water Supply Authority
Sarasota, Florida

We have examined the Peace River/Manasota Regional Water Supply Authority's (the Authority) compliance with Section 218.415, Florida Statutes, during the fiscal year ended September 30, 2016. Management is responsible for the Authority's compliance with those requirements. Our responsibility is to express an opinion on the Authority's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and, accordingly, included examining, on a test basis, evidence about the Authority's compliance with those requirements and performing such other procedures, as we considered necessary in the circumstances. We believe that our examination provides a reasonable basis for our opinion. Our examination does not provide a legal determination on the Authority's compliance with specified requirements.

In our opinion, the Authority complied, in all material respects, with the aforementioned requirements for the fiscal year ended September 30, 2016.

Restriction on Use

This report is intended solely for the information and use of the Florida Auditor General, and the Authority's Board of Directors and applicable management, and is not intended to be and should not be used by anyone other than these specified parties.

January 11, 2017
Sarasota, Florida

Certified Public Accountants

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MANAGEMENT LETTER

Board of Directors
Peace River/Manasota Regional
Water Supply Authority
Sarasota, Florida

Report on the Financial Statements

We have audited the financial statements of Peace River/Manasota Regional Water Supply Authority (the Authority), as of and for the fiscal year ended September 30, 2016, and have issued our report thereon dated January 11, 2017.

Auditors' Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and Chapter 10.550, *Rules of the Auditor General*.

Other Reports and Schedule

We have issued our Independent Auditors' Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*; and Independent Accountants' Report on Compliance with Florida Statute Section 218.415 – Investments of Public Funds. Disclosures in those reports, which are dated January 11, 2017, should be considered in conjunction with this management letter.

Prior Audit Findings

Section 10.554(1)(i)l., *Rules of the Auditor General*, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report. There were no findings or recommendations in the preceding annual financial audit report.

Official Title and Legal Authority

Section 10.554(1)(i)4., *Rules of the Auditor General*, requires that the name or official title and legal authority for the primary government and each component unit of the reporting entity be disclosed in this management letter, unless disclosed in the notes to the financial statements. The Authority was created by interlocal agreement dated February 26, 1982. There are no component units.

Financial Condition

Sections 10.554(1)(i)5.a. and 10.556(7), *Rules of the Auditor General*, require that we apply appropriate procedures and report the results of our determination as to whether or not the Authority has met one or more of the conditions described in Section 218.503(1), *Florida Statutes*, and identification of the specific condition(s) met. In connection with our audit, we determined that the Authority did not meet any of the conditions described in Section 218.503(1), *Florida Statutes*.

Certified Public Accountants

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DRAFT

Board of Directors
Peace River/Manasota Regional
Water Supply Authority
Sarasota, Florida

MANAGEMENT LETTER (Concluded)

Financial Condition (Concluded)

Pursuant to Sections 10.554(1)(i)5.c. and 10.556(8), *Rules of the Auditor General*, we applied financial condition assessment procedures. It is management's responsibility to monitor the Authority's financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.

Annual Financial Report

Sections 10.554(1)(i)5.b. and 10.556(7), *Rules of the Auditor General*, require that we apply appropriate procedures and report the results of our determination as to whether the annual financial report for the Authority for the fiscal year ended September 30, 2016, filed with the Florida Department of Financial Services pursuant to Section 218.32(1)(a), *Florida Statutes*, is in agreement with the annual financial audit report for the fiscal year ended September 30, 2016. In connection with our audit, we determined that these two reports were in agreement.

Other Matters

Section 10.554(1)(i)2., *Rules of the Auditor General*, requires that we address in the management letter any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

Section 10.554(1)(i)3., *Rules of the Auditor General*, requires that we address noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance. In connection with our audit, we did not have any such findings.

Purpose of this Letter

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, granting agencies and pass-through entities including the Southwest Florida Water Management District, and the Authority's Board of Directors and applicable management, and is not intended to be, and should not be, used by anyone other than these specified parties.

We wish to take this opportunity to thank you and your staff for the cooperation and courtesies extended to us during the course of our audit. Please let us know if you have any questions or comments concerning this letter, our accompanying reports, or other matters.

January 11, 2017
Sarasota, Florida

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
February 1, 2017

REGULAR AGENDA
ITEM 3

Regional Integrated Loop System Phase 1 Interconnect Project [U.S. 17 to Punta Gorda]

Presenters -

Ford Ritz, Project Engineer

Recommended Action -

Motion to receive and file 'Regional Integrated Loop System Phase 1 Basis of Design Report'.

Motion to approve and authorize Executive Director to execute Work Order No. 2 'Phase 1 Interconnect Final Design, Permitting and Bid Phase Services' to King Engineering Associates, Inc., for an amount not to exceed \$1,079,693.

a. Phase 1 Interconnect Project Update

This project consists of installation of approximately 6.3 miles of 24-inch diameter regional transmission main connecting the Authority's DeSoto Regional Transmission pipeline on U.S. 17 near the Walmart Distribution Center, with the City of Punta Gorda Shell Creek Water Treatment Facility in Charlotte County. Project progress Report is attached.

b. Basis of Design Report – Receive and File

King Engineering completed Work Order No. 1 (Preliminary Engineering) for the Phase 1 Interconnect Project and the resulting Basis of Design Report (BODR) was discussed with the Board on December 7th. The BODR includes a recommended pipeline route, establishes project requirements (facility capacities, pipe sizes, etc.) and also included the Engineers Opinion of Probable Cost for the project of \$11,960,000 which is in line with the Project budget of \$12,000,000. Estimated Project completion is February 2020. Staff recommendation is for the Board to receive and file the *Regional Integrated Loop System Phase 1 Interconnect Project [U.S. 17 to Punta Gorda] Basis of Design Report* (report attached).

c. Work Order No. 2 'Phase 1 Interconnect Final Design, Permitting and Bid-Phase Services' with King Engineering Associates, Inc.

Work Order No. 2 (WO No. 2) is for Final Design and Permitting Services for the Phase 1 Project. In conjunction with design and permitting efforts, surveying, corrosion control recommendations, geotechnical work, underground utility coordination, assistance in easement acquisition, and bidding services are also included. Proposed budget for WO No. 2 is \$1,079,693 which includes \$25,000 owner's allowance for out-of-scope work as authorized by the Executive Director. The timeframe for completion of WO No. 2 is 23 months. Staff recommendation is to approve and authorize the Executive Director to execute Work Order No. 2.

Budget Action: None (Project funded by State and SWFWMD grants and Punta Gorda Payment.)

Attachments:

Tab A Project Progress Report

Tab B Regional Integrated Loop System Phase 1 Interconnect Project [U.S. 17 to Punta Gorda] BODR.

Tab C Presentation Materials

Tab D Work Order No. 2

TAB A
Project Progress Report

Project Status Report

Project: Regional Integrated Loop System Phase 1 Interconnect Pipeline Project
[U.S. 17 to Punta Gorda]

Date: February 1, 2017

Prepared by: Ford Ritz, P.E., Project Engineer

The following information summarizes the project description and current status. (see attached conceptual pipe route map).

Project Description

The Phase 1 Interconnect will provide a plant-to-plant connection between the Peace River Facility in DeSoto County with the Punta Gorda Shell Creek Water Treatment Plant in Charlotte County. The project will support the City in meeting drinking water quality requirements through blending with regional supply, provide back-up water supply to the DeSoto County system, and improve regional and local water supply system reliability. The Phase 1 Pipeline is bi-directional and is envisioned to delivery 4-million gallons per day (mgd) of regional finished water to the City's Shell Creek Facility and to receive 2-mgd from the Shell Creek Facility. 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. (King) 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, subsequent to execution of the SWFWMD Cooperative Funding Agreement. The Project Kick-Off Meeting was held on March 15, 2016.

At the December 7, 2016 Board Meeting, King presented the Phase 1 Interconnect, final draft Basis of Design Report (BODR). Three routes were assessed by King during preliminary engineering. King the recommended Route 2, which follows the original Phase 1 Interconnect Route from the 2006 60%-complete Phase 1 Design Build Project, with the following exceptions:

- New Pipeline is not in or on the Hendrickson Dam embankments
- As currently proposed, the Pipeline crosses Shell Creek by Horizontal Directional Drilling (HDD) downstream of the Hendrickson Dam, upland to upland.

The Engineer's Opinion of Probable (total) Cost for the Phase 1 Interconnect is \$11,960,000. The Phase 1 Interconnect is scheduled to be operational by February 2020. In November the final draft of the BODR was submitted to Charlotte, Desoto, Sarasota and Manatee Counties, the Cities of North Port, and Punta Gorda, the South West Florida Water Management District (SWFWMD) and the Florida Department of Environmental Protection (FDEP) for feedback. Review questions and comments were forwarded to King in December 2016 and January 2017 and incorporated into the Final Basis of Design Report. Record copies of the Final Basis of Design Report were provided to the above in January 2017.

In January 2017 King submitted Work Order 2 'Design, Permitting and Bidding Services' for the Phase 1 Interconnect. Work Order No. 2 includes survey, geotechnical services, design, permitting, property acquisition services, and bid phase services. These project activities cover a 23-month schedule with design and permitting efforts completed in the fall of 2018 allowing selection of a contractor for construction in January 2019.

Project History Briefing

Project: Regional Integrated Loop System Phase 1 Interconnect Pipeline Project
[U.S. 17 to Punta Gorda]

Date: February 1, 2017

Prepared by: Ford Ritz, P.E., Project Engineer

The following information summarizes the historical milestones and events of the Regional Integrated Loop System Phase 1 Interconnect.

- July 24, 2015 The Authority Advertised for Consultant Statement of Qualifications (SOQs) for engineering design and construction management services for the Phase 1 Regional Interconnect Pipeline Project.
- August 25, 2015 Deadline for consultant SOQ package. Five SOQ packages were timely received by the following:
 - Atkins North America, Inc.
 - Johnson Engineering, Inc.
 - Kimley Horn and Associates, Inc.
 - King Engineering Associates, Inc.
 - TKW Consulting Engineers, Inc.
- August 28, 2015 Electronic Copies of the SOQ Packages were distributed to member and customer utility directors and the SWFWMD for feedback or comments. Feedback was requested by September 14, 2015.
- 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 May 10, 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 is 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, Route 1, Route 2 and Route 5, 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.

- Oct./Nov. 2016 On September 26th King submitted the preliminary draft of the Basis of Design Report (BODR) to the Authority. The Authority reviewed and

forwarded comments to King on October 6th. The preliminary draft BODR did not include results for soil borings in Shell Creek at the proposed Route 2 and Route 5 creek crossings as discussed below. Per the preliminary draft BODR, Route 2 is now proposed to cross downstream of the Hendrickson Dam (previously it was going to cross upstream of the Dam). The Route 2 Shell Creek crossing by horizontal directional drill was moved downstream because it is shorter/less expensive.

King's Geotechnical sub-consultant performed soil borings at Routes 2 and 5 in Shell Creek in the vicinity of the horizontal directional drill (HDD) creek crossings. The proposed Route 2 HDD creek crossing is approximately 300-lf downstream of the Hendrickson Dam. The proposed Route 5 HDD creek crossing is about 1.5 miles downstream of the Hendrickson Dam adjacent to a Florida Power and Light power line crossing. The soil borings were performed during the last week of September. The soil boring report was submitted to King October 11th. King evaluated the results of the soil borings for inclusion in the final draft of the Phase 1 draft BODR.

On November 1, 2016 a progress meeting was held with King and Authority Staff.

On November 16, 2016 King submitted the final draft of the Phase 1 Interconnect BODR which evaluated 3 route alternatives. Based on preliminary engineering evaluation and analysis Route 2 was recommended.

On November 17, 2016 the final draft of the Phase 1 Interconnect BODR was submitted to Charlotte County, Desoto County, Manatee, and Sarasota Counties as well as the City of North Port, the City of Punta Gorda, SWFWMD and FDEP for feedback. Review comments to the Authority are anticipated to be received by December 17, 2016.

- Dec. 2016 & Jan. 2017

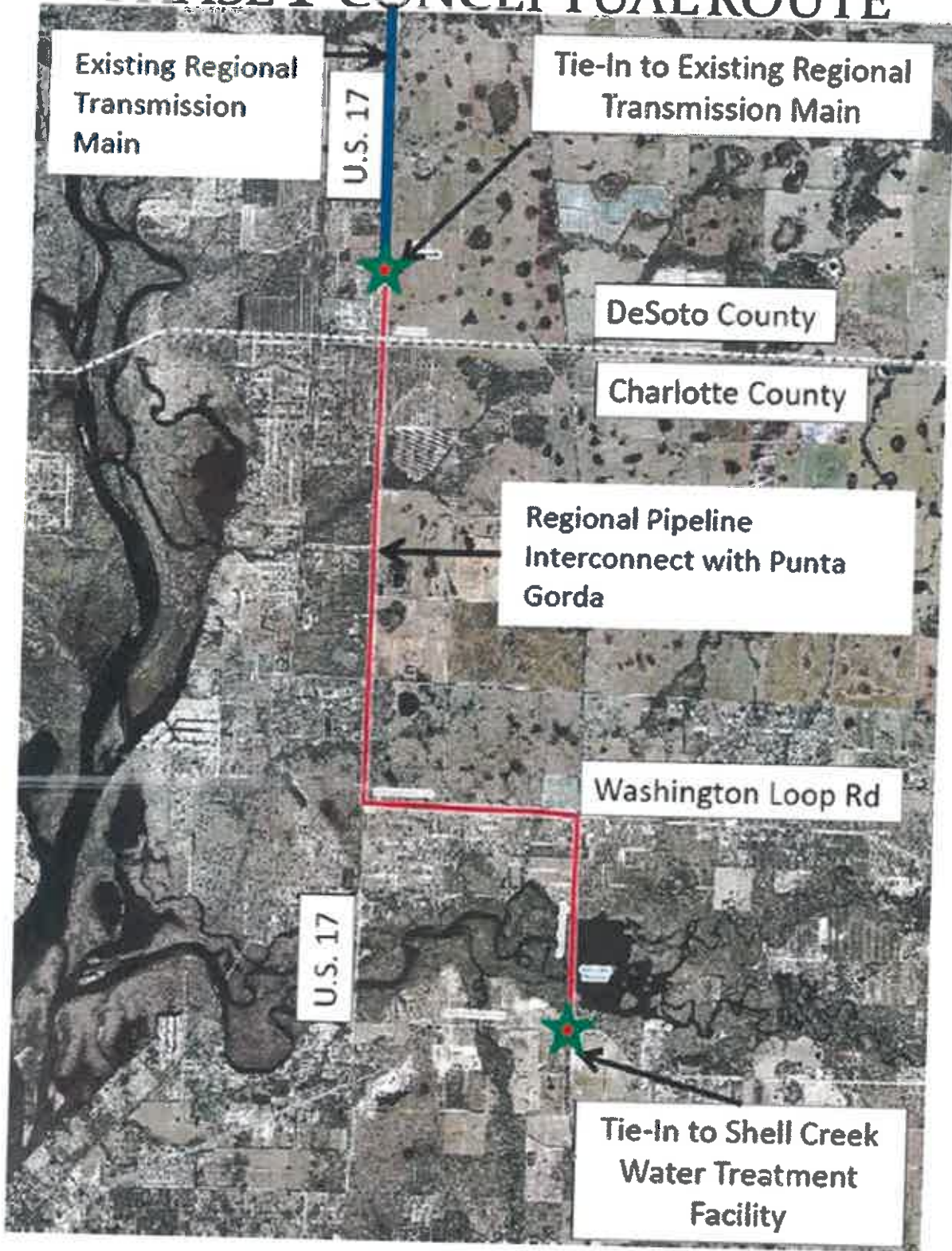
At the December 7, 2016 Board Meeting, King presented the Phase 1 Interconnect, final draft Basis of Design Report (BODR). Three routes were assessed by King during preliminary engineering. King recommended Route 2, which follows the original Phase 1 Interconnect Route from the 2006 60%-complete Phase 1 Design Build Project, with the following exceptions:

- New Pipeline is not in or on the Hendrickson Dam embankments
- As currently proposed, the Pipeline crosses Shell Creek by Horizontal Directional Drilling (HDD) downstream of the Hendrickson Dam, upland to upland.

The Engineer's Opinion of Probable (Total) Cost for the new Phase 1 Pipeline is \$11,960,000. The Phase 1 Pipeline is scheduled to be operational by February 2020. In November the final draft of the BODR was submitted to Charlotte, Desoto, Sarasota and Manatee Counties, the Cities of North Port, and Punta Gorda, the South West Florida Water Management District (SWFWMD) and the Florida Department of Environmental Protection (FDEP) for feedback. Review questions and comments were forwarded to King in December 2016 and January 2017 and incorporated into the Final BODR.

In January 2017 King submitted Work Order 2 'Design, Permitting and Bidding Services' for the Phase 1 Interconnect. Work Order No. 2 to King, includes survey, geotechnical services, design, permitting, property acquisition services, and bidding services. These project activities cover a 23-month schedule with design and permitting efforts completed in the fall of 2018 allowing selection of a contractor for construction in January 2019. The Authority negotiated with King and then forward Work Order No. 2 with King to Desoto, Charlotte, Sarasota and Manatee Counties, the Cities of Punta Gorda and North Port, SWFWMD and FDEP for feedback.

PHASE 1 CONCEPTUAL ROUTE



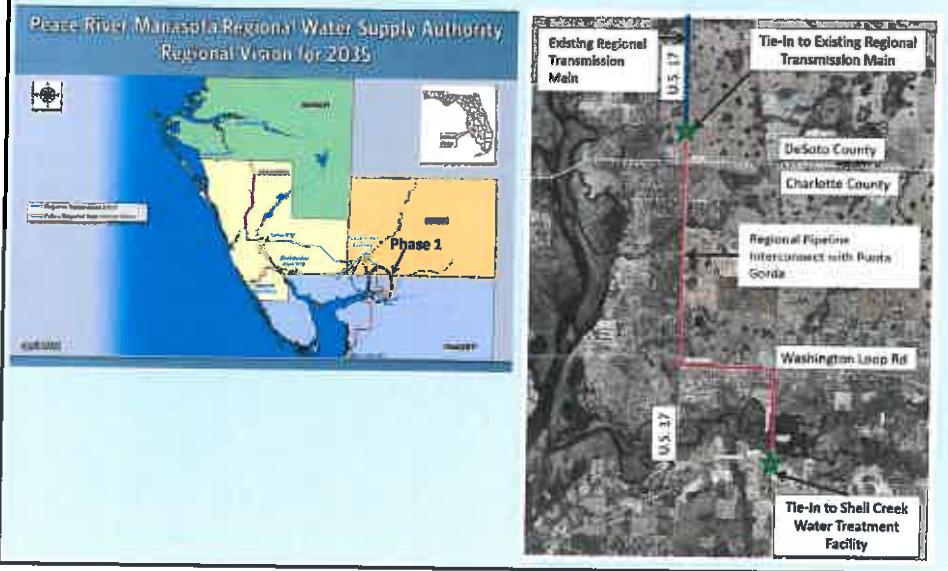
Regional Integrated Loop System Phase 1 Interconnect [U.S. 17 to Punta Gorda] BODR **TAB B**

TAB C
Presentation Materials

Regional Integrated Loop System Phase 1 Interconnect [U.S. 17 to Punta Gorda]

Regular Agenda Item 3
February 1, 2017

Phase 1 Interconnect Location Maps



Presentation Outline

- **Summary Work Order No. 1 –Basis of Design Report-Final**
- **Overview of Work Order No. 2 – Final Design, Permitting and Bid Phase Services**
- **Motion to receive and file final Basis of Design Report**
- **Motion to approve and authorize Executive Director to execute Work Order No. 2 for final Design Services**

Basis of Design Report

- **Presented by King at the December Board Meeting finalized in January 2017**
- **Phase 1 Interconnect – 6-miles, 24-inch diameter**
- **Connects Regional System on U.S. 17 to the City of Punta Gorda Shell Creek Facility**
- **Includes meter stations at Desoto County South Booster Station and the Shell Creek Facility**
- **Evaluated 3 Routes – all cross Shell Creek via Horizontal Direction Drilling**

Recommended Route

- Recommended 2016 Alignment - Route 2
- Same as 2006 route, except:
 - HDD is downstream from Dam
 - Pipeline is neither in nor on the Dam's embankment
 - Additional survey and geotechnical data will be collected in final design to confirm crossing viability



Engineers Opinion of Probable Cost Phase 1 Interconnect

Item Description	Route 2
Open Cut Pipe & Appurtenances, End Point Connections	\$6,749,700
Shell Creek Crossing Cost	\$2,170,000
Habitat Mitigation	\$76,700
Land Acquisition	\$64,600
Subtotal	\$9,061,000
Contingency	\$907,000
Subtotal	\$9,968,000
Engineering Services	\$1,994,000
Project Total	\$11,960,000

Overall Project Schedule Summary

Task	Completed By
Preliminary Engineering	December 2016
Easement Acquisition	August 2017
Design	February 2018
Permitting	July 2018
Bidding and Award	November 2018
Constr. Substantial Completion	January 2020
Finish Construction, Startup	February 2020

Work Order No. 2 Final Design Services

- Requesting Approval Today – Work Order No. 2
- Cost Ceiling \$1,079,693
 - Final Design Services
 - Permitting Services
 - Bid Phase Services
- Work Order No. 2 Notice-to-Proceed – February 2017
- Projected Contractor Notice-To-Proceed – January 2019

Work Order No. 2 Final Design Services Overview

- Survey, Identify Utilities Conflicts and Geotechnical Investigations
- Ecological Investigation – Species Assessment, State and Federal Wetlands Determinations
- Easement Acquisition Services
- Engineering Evaluations and Design
- Permitting – FDEP ERP, USACOE, State and Local ROW, FDEP Potable Water System Construction

Work Order No. 2 Final Design Services Cost Summary

Project Coordination	\$125,336
Final Design Services	\$779,587
Permitting Services	\$110,659
Bid Phase Service	\$39,111
Owner's Allowance	\$25,000
Total	\$1,079,693

Work Order No. 2 Final Design- Schedule

- Notice to Proceed – February 2017
- 60% Design Submittal – September 2017
- 90% Design Submittal – February 2018
- Permits in Place – September 2018
- Final Design Documents Submittal – October 2018
- Advertising & Bidding – November 2018
- Award Construction Contract – January 2019

Staff Recommendation

- Motion to receive and file final Basis of Design Report
- Motion to approve and authorize Executive Director to execute Work Order No. 2 'Phase 1 Interconnect Final Design, Permitting and Bid Phase Services' to King Engineering Associates, Inc., for an amount not to exceed \$1,079,693

TAB D
Work Order No. 2 and Staff Memorandum

MEMORANDUM

DATE: February 1, 2017

TO: Patrick Lehman, Executive Director

FROM: Ford Ritz, Project Engineer

RE: Regional Integrated Loop System Phase 1 Interconnect –
[U.S. 17 to Punta Gorda]
Work Order No. 2 – Final Design, Permitting and Bid Phase Services

Summary

Staff recommends approval of Work Order No. 2 for Final Design, Permitting and Bid Phase Services with King Engineering Associates, Inc. (King) for the Regional Integrated Loop System Phase 1 Interconnect Project [U.S. 17 to Punta Gorda] at a cost not to exceed \$1,079,693. This includes \$1,054,693 per the engineers estimated cost (fee) to complete the work, plus \$25,000 as an owner's allowance for out-of-scope Work as authorized by the Executive Director.

Work Order No. 2 for final design, permitting and bid phase services builds upon the projects recently completed, preliminary engineering and Basis of Design Report, to provide a final design package ready for bidding and construction of the project. The final design package will include a 100% complete deliverable of engineering drawings and technical specifications, an updated construction cost estimate, all appropriate and necessary permits, and bid documents.

Project Background

The Phase 1 Interconnect Project will included installation of approximately 6.3-miles of 24-inch diameter pipeline interconnecting, the regional system at its current terminus on U.S. 17 at the Desoto/Charlotte County border, with the City of Punta Gorda's Shell Creek Water Treatment Facility. The project includes meter stations at the Desoto County South Booster Station and the Shell Creek Treatment Facility, and a horizontal directional drill (HDD) across Shell Creek. Interlocal Agreements for the Phase 1 Project are in place with Desoto County and the City of Punta Gorda. The Authority also received consent for the Project from Charlotte County per the Master Water Supply Agreement.

Funding for Phase 1 Interconnect Project includes \$6-million from SWFWMD, \$4-million from State Appropriation and \$2-million from the City of Punta Gorda for a total of \$12-million.

Discussion

Staff coordination continues among City of Punta Gorda, Desoto County and Authority staff to ensure a cost effective project design that will enhance the regional water supply and delivery system, and provide required water delivery service to the City of Punta Gorda Shell Creek

Facility. The Phase 1 Interconnect will also provide the means for water delivery from the Shell Creek Facility to Desoto County, and the Regional System. To date, the Board has authorized preliminary engineering for a Basis of Design Report to confirm the pipeline route, perform hydraulic modeling, determine component sizing and location, and investigate permitting requirements. King presented the Phase 1 draft Basis of Design Report at the December 2016 Board Meeting. The Basis of Design Report was finalized in January 2017.

The negotiated scope and fee for Work Order 2 (Final Design Services) builds upon the project’s preliminary engineering/Basis of Design Report to provide documents for bidding and construction of the project. The final design package will include a 100% deliverable of engineering drawings and technical specifications, an updated cost estimate and all appropriate and necessary permits. All services are provided at the direction of the Authority.

TASK	DESCRIPTION	FEE	TYPE
1	Project Coordination	\$ 125,336	Lump Sum
2	Final Design Services	\$ 779,587	Lump Sum & T&M ⁽¹⁾
3	Permitting	\$ 110,659	Lump Sum & T&M ⁽¹⁾
4	Bid Phase Services	\$ 39,111	Lump Sum
5	Owners Allowance	\$25,000	TBD
TOTAL WORK ORDER NO. 2		\$1,079,693	

(1) T&M = Time and Materials

The time and materials services in Task 2 Final Design Services are to perform Subsurface Utility Engineering (SUE) and Utility Coordination to identify and located existing utilities suspected of being in conflict with the proposed Phase 1 pipeline route and easement acquisition services.

The time and materials services in Task 3 Permitting are for obtaining regulatory approvals listed below, addressing requests for information and meeting:

- **U.S Army Corps of Engineers Individual or Nation-Wide 12 Authorization**
- **FDEP Environmental Resources Permit**
- **Florida Fish and Wildlife Commission Gopher Tortoise Relocation Permit**
- **Uniform Mitigation Assessment Method (UMAM) Wetland Analysis**

Schedule

The design work including the completion of all environmental permitting and bidding is scheduled for 23-months, beginning with a February 2017 Notice-to-Proceed for Work Order 2 and ending, with the Contractor Notice-to-Proceed in the first quarter of 2019. The United States Army Corps of Engineering permit application is allotted 12-months for issuance. If the permit can be obtained earlier, the design schedule could be reduced by up to 6-months. Completion of construction with the Phase 1 Interconnect fully operational is scheduled for the first quarter of

Regional Integrated Loop System Phase 1 Interconnect – [U.S. 17 to Punta Gorda]
February 1, 2017 Phase 1 W.O. No. 2 memo

2020. The next anticipated Authority Board authorization with King Engineering Associates, Inc., would be Work Order No. 3 for – ‘Construction Phase Services’ scope and fee.

**REGIONAL INTEGRATED LOOP SYSTEM
PHASE 1 REGIONAL INTERCONNECT PROJECT**

**WORK ORDER NO. 2
DESIGN, PERMITTING and BIDDING SERVICES**

INTRODUCTION

This Work Order No. 2 is entered into this 1st day of February, 2017, and is to be attached to and incorporated by reference to the Agreement for Professional Engineering Design, Permitting and Construction Management/Inspection Services entered into on February 25, 2016, between the Authority and King Engineering Associates, Inc. (Consultant) for the Regional Integrated Loop System – Phase 1 Regional Interconnect Project.

The Phase 1 Regional Interconnect Project will connect the current terminus of the Authority's Regional Transmission Main at DeSoto County's South Booster Pump Station (DCSBS) site on US 17 with the City of Punta Gorda's Shell Creek Water Treatment Plant (Shell Creek Facility) in Charlotte County.

Work Order No. 1 described the scope of work, schedule of completion and compensation associated with the preparation of a Basis of Design Report, which defined the transmission main (TM) sizing based on hydraulic analyses, the TM route/alignment including property requirements, TM design considerations including connections to the DeSoto County South Booster Station and City of Punta Gorda Shell Creek WTP, and the permitting, schedule and anticipated costs of the project.

Work Order No. 2 describes the scope of work, schedule of completion and compensation associated with the design, permitting and bidding services for the Shell Creek WTP/DeSoto County Interconnect (Regional Loop Phase 1) and authorizes King to provide design, permitting, bidding services for the new 24-inch diameter, 33,600-foot long transmission main and associated appurtenances and meter assemblies.

SCOPE OF WORK

1. Project Coordination

- 1.1. Prepare a project specific Project Management Plan (PMP) establishing team members and responsibilities, lines of communication, project delivery schedules and project budgets.
- 1.2. Prepare and administer subconsultant subcontracts.
- 1.3. Coordinate the activities of the Consultant's staff and subconsultants with those of the Authority and administer communications among the project team members and with the Authority's staff.
- 1.4. Prepare for and attend up to 18 meetings during the course of the work. Prepare and distribute meeting minutes.
- 1.5. Maintain and update monthly project schedules and status reports.
- 1.6. Administer a quality assurance program covering the technical work of the project team.

2. Final Design

2.1. Soils/Geotechnical Investigations

2.1.1. Conduct a program of Standard Penetration Test (SPT) borings as follows:

- Along the alignment of the TM south of North Washington Road, extending to a depth of 15 feet to provide information below the bottom of the pipe for assessment of excavation shoring and dewatering requirements, and to better define the potential plan limits of unsuitable material detected. In general, exploratory borings will be conducted on a spacing not exceeding 500 feet apart (total of 7 SPT borings).
- Two (2) SPT borings to a depth of 25 feet below grade will be performed at each end of the one proposed jack and bore crossings (total of 2 SPT borings), one at the jacking station and one at the receiving station.
- Two (2) SPT borings to 75 feet below grade on land near the Shell Creek HDD crossing, near the proposed drill pits.
- Five (5) SPT borings in the waterways of Shell Creek to a depth of approximately 75 feet along the Horizontal Directional Drill (HDD) alignment.

2.1.2. A laboratory testing program will be conducted on core samples secured in the field studies. Laboratory tests will include grain-size analyses and Atterberg limits determinations together with organic content tests on selected specimens. Suitability of soil excavated for use as backfill will be evaluated and standard penetration resistance data will also be developed to aid in assessing the strength and compressibility characteristics of the subsurface soils.

2.1.3. The results of the field and laboratory studies will be included in a geotechnical report encompassing a presentation and discussion of the following:

- Logs of the exploratory borings
- Results of laboratory tests
- Discussion of subsurface soil and groundwater conditions, including an estimate of the normal seasonal high groundwater level
- Recommendations for subgrade preparation for pipe support
- Suitability of excavated soils for use as backfill
- General recommendations for construction control of groundwater
- Geotechnical considerations and soil parameters with respect to Horizontal Directional Drilling
- Geotechnical construction considerations

2.2. Corrosion Control Needs Assessment

2.2.1. Conduct a risk-based corrosion control needs assessment including:

- Background information sampling, gathering and review
- Laboratory evaluations to determine soil corrosivity indicators, and field

investigations for possible stray current influences that can affect pipe corrosion rates

- AC interference evaluation to determine if additional mitigation steps are warranted
- Interviews to gather additional site-specific information to assist in formulating the corrosion control measures
- Data compression and analyses
- Prepare a corrosion control needs assessment summary report with recommendations

2.2.2. Prepare specifications, typical details, and opinion of probable cost for recommended corrosion control measures.

2.3. Subsurface Utility Engineering and Utility Coordination

2.3.1. Designate (SUE Level B) the horizontal position of known utilities with paint and/or flags in half of the right of way along the proposed pipeline route.

2.3.2. Locate (SUE Level A) through verification test holes in fifteen (15) locations to identify the size and depth of existing utilities suspected of being in conflict with the proposed pipeline.

2.3.3. Utility Coordination – Coordinate with other utilities along the pipeline route to determine locations of existing facilities, potential conflicts and relocation requirements. Plans of the proposed pipeline alignment will be sent to utility companies identified via Sunshine One Call of Florida. Utilities will be requested to locate and draw their facilities on the plans or note “no conflicts” and return a copy to Consultant. This information will be combined with above ground visible data and SUE information to determine the locations of existing facilities and potential conflicts.

2.4. Ecological Services

2.4.1. Preliminary Listed Species Assessment – Conduct pedestrian transects along the pipeline route and within the proposed meter assembly site to identify the conspicuous occurrence or potential occurrence of wildlife species considered to be endangered, threatened, or species of special concern as listed by the Florida Fish and Wildlife Conservation Commission (FWC) and/or the U.S. Fish and Wildlife Service (USFWS). Web-based data searches will be performed on FWC wildlife observation records, Bald Eagle nesting site locations and Florida Breeding Bird Atlas. The approximate location of listed species observed in the field and/or detected in the desktop searches will be noted on an aerial photograph depicting the site. Onsite habitat types will be characterized and mapped in accordance with the Florida Land Use Cover and Forms Classification System. The methods and results of the field effort will be summarized in a letter report format. Population estimates, species-specific surveys, incidental take or other wildlife conservation permitting are specifically excluded from this task.

2.4.2. State Wetland Jurisdictional Determination – Field stake/flag the approximate limits of state jurisdictional wetlands along the pipeline route and within the proposed meter assembly site prior to agency field visits, schedule a field visit with the Florida Department of Environmental Protection (FDEP) and accompany an agency representative to obtain their concurrence of the established wetland limits. The US Army Corps of Engineers (USACE) will not typically confirm federal wetland

jurisdiction in the field prior to permitting. The state JD will be used to initiate federal permitting and it is assumed that the USACE accept the FDEP JD lines.

- 2.4.3. Federal Wetland Jurisdictional Determination Forms – USACE wetland data and jurisdictional determination forms (AKA Rapanos forms) will be completed and forwarded to the USACE to facilitate their review.
- 2.4.4. Gopher Tortoise Burrow Survey and Population Estimate – Along the pipeline corridor, environmental scientists will conduct a series of linear, pedestrian transects to achieve 100% survey coverage of upland habitat in accordance with Florida Fish and Wildlife Conservation Commission (FWC) Gopher Tortoise Survey Guidelines. The purpose of this field effort will be to identify gopher tortoise burrows within the proposed pipeline construction areas and within 25-feet of the project limits. To determine an accurate estimate of the gopher tortoise population, gopher tortoise burrows encountered during the survey will be classified as active, inactive, or abandoned pursuant to standard FWC criteria and will be tabulated and horizontally located using a handheld Global Positioning System device. This field effort may be used as the basis for future gopher tortoise permit coordination with the FWC. Gopher tortoise burrow surveys are only valid for 90-days and an additional survey will be required at least 90-days prior to construction. Deliverables will include a letter report detailing the results of the field effort and a map denoting the location of potentially occupied gopher tortoise burrows. The results of this investigation will be used to prepare the necessary permit application to be submitted to the FWC, if required.

2.5. Surveying

2.5.1. Perform topographic survey and mapping including:

- 1-foot contour intervals, and horizontal locations of the corridor centerline, creek crossings, existing structures, trees 5-inch and greater, toe of slopes, and all surface structures including manholes, pedestals/control boxes and valves, poles, signs and indicators of underground utilities.
- Determine site elevations at grade breaks, at changes in direction on curbing/paving along cross sections spaced at 100 foot intervals and intermediate locations within the survey limits as noted below:
 - From east edge of pavement to east ROW along US-17 between Foxtail Ln. and DeSoto County South Booster Station
 - From west ROW to 10-feet beyond east top-of-bank along Three Rivers Road
 - Shell Creek Facility road site: 600 ft. by 75 ft.
 - South Washington Road: 2 Acres
- Obtain elevations along cross sections spaced at 1,000 foot intervals within the previously surveyed area along US-17 (south of Foxtail Ln.) and North Washington Loop in order to verify previous data set. Additionally, the previous data set will be reviewed for accuracy with current field conditions.

- 2.5.2. Concurrent with topographic surveying, survey the staked/flagged, and FDEP verified wetland jurisdictional line points. A Specific Purpose Jurisdictional Survey of the located jurisdictional line points will be prepared in accordance with Chapter 5J-17, FAC. The certified survey will then be submitted to the agencies for acceptance.

- 2.5.3. Prepare sketch and legal descriptions for permanent and temporary construction easements described in Section 2.6.
 - 2.5.4. Locate geotechnical test borings and collect ground surface elevations.
 - 2.5.5. Based on coordination with FDEP and in accordance with the prescribed methodology, conduct a tide study and submit a mean high water (MHW) elevation data collection package to the FDEP for approval. Upon approval of the MHW elevation, Consultant will field survey the MHW line and prepare a sketch and legal description for the Sovereign Submerged Land easement.
 - 2.5.6. Collect bottom elevations through Shell Creek along the centerline of the proposed HDD beginning at the MHW line at approximately 50 foot intervals for USACE permitting.
 - 2.5.7. Collect bottom elevations at 50 foot intervals along transects from the dam extending 400-feet downstream in Shell Creek at 500-foot stations for identifying the bottom elevation relative to the dam.
- 2.6. **Easement Acquisition Services** – Consultant will provide easement acquisition services to assist the Authority with obtaining up to four (4) permanent and one (1) temporary construction easements. This effort will include:
- 2.6.1. **Voluntary Acquisition**
 - Title Search. Upon Notice to Proceed, coordinate and obtain 75-year Title Search with chain of title documents.
 - Agent's Price Estimate (APE). After receipt of Title Search, prepare Agent's Price Estimate. This valuation tool will be used to assist in voluntary negotiations.
 - Negotiations. Negotiations will be provided with up to five (5) personal, written, or oral contacts with an owner and/or their representative. If acquisition is obtained, proceed with tasks 2.6.3 and 2.6.4. If an agreement is not obtained after these five contacts, approval will be sought from the Authority to proceed with acquisition under the threat of condemnation, as outlined in Section 2.6.2.
 - 2.6.2. **Acquisition Under Threat of Condemnation**
 - Title Update. Upon Notice to Proceed with acquisition under threat of condemnation, coordinate and obtain Title Update based on previously obtained Title Search. If no Title Search previously obtained, a 75-year Title Search, including chain of title documents, will be obtained.
 - Appraisal. Obtain and provide quality assurance review of real property appraisals for use in negotiations. Appraisal reports will be completed in accordance with the Uniform Standards of Professional Appraisal Practice (USPAP) Standards Rule 2-2(b) as Eminent Domain-ready appraisals.

- Notice to Owner / Business Owner. Prepare and deliver property and business owner notification packages in accordance with Chapter 73, Florida Statutes.
 - Presentation of Offer / Initiation of Negotiation. Prepare offer package and personal presentation, if possible. If an owner is not local or unable to meet with the agent, offer packages may be sent via certified or priority mail service (with signature confirmation) in order to obtain documentation for receipt of the package in accordance with F.S. Chapter 73, 74 and 337.
 - Negotiations. Negotiations including up to five (5) personal, written, or oral contacts with an owner and/or their representative. If an agreement is not obtained after these five contacts, approval will be sought from Authority to submit a suit information package.
 - Suit Information Package Preparation. Preparing suit information packages as needed including, but not limited to, an updated title and appraisal report, a list of owners and encumbrances with verified service and contact information, Secretary of State corporate information, summary of negotiations, copies of all contacts and correspondence, and any other pertinent documentation.
 - Agreement and Settlement Justification. Preparation of all agreements, easements, and documents necessary to complete the transaction. Providing written contacts for conversations and meetings with owners, their representatives, tenants, or any entity involved with the transaction. Submitting an agreement package, including a recommendation/ justification for settlement, for approval by Authority Board of Directors.
- 2.6.3. Document Preparation, Closing, Recording. Prepare property rights conveyance documents, request checks necessary for the closing, and coordinate / conduct all closing activities. Record executed documents with official records, as necessary. Obtain receipts for reimbursable ancillary costs associated with closing (e.g. document stamps, recording fees, etc.) which shall be a pass-thru expense to the Authority.
- 2.6.4. File Retirement. Provide completed parcel files for each parcel, including any remaining original documentation not previously submitted to Authority.
- 2.7. Engineering Evaluations and Design** – Consultant will perform the following engineering evaluations, including:
- 2.7.1. Update the preliminary hydraulic model to reflect as-designed conditions (fittings, etc.) and submit to the Authority.
- 2.7.2. Perform Hydraulic Transient Analysis – Develop a dynamic transient model of the pipeline using Bentley Hammer software and evaluate various water hammer scenarios, including pump station power failure and instantaneous valve closure. Identify alternative solutions to reduce surge pressures to reasonable levels, such as air and vacuum valves, surge anticipator valves and others, and provide recommendations to the form of a brief letter report. Incorporate approved surge control measures into the plans and specifications.
- 2.7.3. Methods of Construction/HDD calculations.

- 2.7.4. Determine Pipe Wall Thickness Design – Finalize pipe design criteria for internal pressures and external loads and prepare a letter report with recommendations for wall thickness of ductile iron pipe.
- 2.7.5. Locate Pipeline Appurtenances – Depict the preferred locations of pipeline appurtenances, including line valves, ARVs and blow-offs on a scaled vertical profile of the pipeline. Adjust appurtenance location and pipeline profile based on horizontal features such as ditches, special crossings and similar surface features in order to properly locate the appurtenance.
- 2.7.6. Prepare HDD Design – Determine the requirements and criteria for and make recommendations regarding the horizontal directional drill across Shell Creek including the location of entry and/or exit pits, angle of HDD entry, need and requirements for near-grade HDD sleeves at these locations, maximum borehole pressures, and depth of the bore. It is assumed that the Authority will retain the services of an outside consultant to review and comment on these recommendations and also advise on the horizontal (downstream) location of the bore path relative to the existing dam.
- 2.8. Final Plans and Specifications – Prepare final construction plans and final project manuals ready for bid. Design and specifications will be in accordance with the Basis of Design Report approved by the Authority.
- 2.8.1. Drawings – Prepare 24" x 36" pipeline plan and profile drawings using a scale of 1"=40' horizontal and 1"=4' vertical. Plans will be developed with Google Earth-based background images and topographic ground survey data. Drawings will be prepared in AutoCAD using Consultant's AutoCAD standards. Based on a pipeline length of ±33,600 LF, it is assumed that 62 plan and profile sheets will be prepared. In general, the drawing set will include the following sheets:
- Cover, Index of Sheets, Abbreviations and Legend, General Notes
 - Stormwater Pollution Prevention Plan
 - Overall Wetland Impact Plan/Special Purpose Survey
 - Overall Easement and Land Ownership Plan
 - Overall Pipeline Route, Valve, Blowoff, Air Relief and Accessway Plan
 - Key Map
 - Pipeline Plan and Profile Sheets (±31 sheets)
 - Pipeline Alignment and Special Sections (±4 sheets)
 - Jack & Bore Sections
 - Shell Creek Crossing Plan and Details
 - DeSoto County South Booster Station Connection Plans, Sections and Details
 - Shell Creek Facility Connection Plans, Sections and Details
 - DeSoto County South Booster Station Meter Assembly Plan, Section and Details
 - Shell Creek Facility Meter Assembly Plan, Section and Details
 - Flushing Plans and Details (1 sheet)
 - Wetland Impact Table and Restoration Details (1 sheet)
 - Erosion and Sedimentation Control (1 sheet)
 - Corrosion Controls Plan and Details (1 sheet)
 - Miscellaneous Details (±5 sheets)

- Flow and Process Control and Instrumentation Diagrams (1 sheet)
 - Remote Telemetry Network Diagram (1 sheet)
 - Electrical Symbol Legend (1 sheet)
 - DeSoto SBS Meter Station Electrical (1 sheet)
 - Shell Creek Meter Station Electrical (1 sheet)
 - Maintenance of Traffic Plans (3 sheets)
- 2.8.2. Project Specifications Manual – Prepare a project specifications manual consisting of:
- The Authority's standard "front end documents" modified for the specific requirements of this project and the unit price/lump sum bid form;
 - General Requirements, including sequence of construction/restrictions and measurement and payment; and,
 - Technical specifications in Divisions 2-16 prepared in Construction Specifications Institute format.
- 2.9. **Site Visits** – Consultant will visit the project site up to 5 times and drive/walk the pipeline route to confirm drawing background data, and address problem areas.
- 2.10. **Design Review** – Drawings, the Project Manual (Specs) and construction cost estimates will be submitted for review at the following milestones:
- 2.10.1. Completion milestone 60 percent
- 2.10.2. Completion milestone 90 percent
- 2.11. **Opinions of Probable Construction Cost** – Opinions of Probable Construction Cost will be developed for the 60%, 90% and Bid Document completeness levels. Opinions of Probable Construction Cost will correspond to a Class 2 at the 60% level, and Class 1 at the 90% and Bid Documents levels of completion.

3. Permitting

- 3.1. Consultant will develop permit application packages for the following permits. It is assumed that the Authority will pay all application fees directly.
- 3.1.1. Florida Department of Transportation (FDOT) Utility Permit.
- 3.1.2. Charlotte County Right-of-Way Use Permit.
- 3.1.3. Florida Department of Environmental Protection (FDEP) Application for a Specific Permit to Construct PWS Components (Domestic Water Permit).
- 3.1.4. FDEP Individual or Standard General State-Wide Environmental Resource Permit (SWERP). This scope includes the preparation and submittal of the permit application and supporting exhibits and documentation, the sovereign submerged land use, and the additional wetland impact narrative including wetland impact characterization, wetland impact avoidance and minimization discussion and the completion of the environmental aspects/questions in the ERP application forms.
- 3.1.5. U.S. Army Corps of Engineers Individual Permit. This scope includes the preparation and submittal of the permit application and supporting wetland impact justification

narratives, 8½" x 11" exhibits, wetland impact summary tables and will be based on the State of Florida Wetland Jurisdictional limits. USACE Wetland Delineation Forms will also be prepared for the subject project. If needed, a field review will be conducted to verify the extent and character of specific water body types, including points of "break" for USACE jurisdiction, in accordance with recently issued USACE guidance documents. The completed Jurisdictional Delineation package will be submitted to the USACE as an attachment to the permit application for review and approval. Up to one (1) field visit will be conducted with USACE staff, to confirm the extent of onsite wetland jurisdiction. Also includes preparation of the required "Florida Effect Determination Key for the Wood Stork in Central and North Peninsular Florida". The Determination Key will also be submitted in support of the USACE permit application.

3.1.6. Scrub Jay. The results of the spring scrub jay survey will be submitted with the fall survey to the FWS for their review and consultation with the USACE.

3.1.7. Florida Fish and Wildlife Commission Gopher Tortoise Relocation Permit. Should the gopher tortoise burrow survey effort document the presence of tortoise burrows within the construction areas, a permit application will be submitted to the FWC for the removal of tortoises from the construction area. Includes attendance at a single site visit to verify the results of the survey as part of this scope of services. Permitting and relocation fees will be the responsibility of the Authority.

3.2. Attend one pre-application meeting for each of the permits listed above, if required. Prepare and distribute minutes.

3.3. Respond to up to two agency Requests for Additional Information.

3.4. In accordance with Chapter 62-345 (F.A.C.), the Uniform Mitigation Assessment Method (UMAM) requires that functional assessments be conducted for all proposed wetland impact and mitigation areas. A wetland impact could be considered any area that is converted from one type to another via the construction of the project (e.g., forested wetland converted to marsh wetland, marsh wetland converted to open water, etc.). Based on the preliminary alignment for the transmission main, it is possible that some potential wetland impact areas may be considered by the FDEP as having forested cover, and if these areas are not replanted, could constitute a wetland impact from the perspective of the FDEP. Potential wetland impact areas are not known at this time, however, for the purpose of this proposal, it is assumed that a UMAM functional analysis will be performed for wetland impact locations associated with the project. Environmental Scientists will perform a wetland functional assessment of predevelopment wetland condition and anticipated post-development condition for each of the proposed impact and mitigation areas, using the UMAM procedure. The reporting of the UMAM analysis will be in conjunction with the ERP and/or Corps application submittal(s). Should mitigation be required, Environmental Scientists will prepare a mitigation plan for the project. Mitigation is likely to be accomplished through the purchase of mitigation bank credits. The cost of mitigation bank credits or any proposed mitigation will be the responsibility of the Authority and is not included in the fee.

4. Bid and Award Services

4.1. Advertisement and Distribution of Bidding Documents

4.1.1. Reproduce and deliver to the Authority complete sets of the bidding documents as

advertised and all addenda at time of availability.

- 4.1.2. Prepare a Request for Proposals notice in the form specified by the Authority.
 - 4.1.3. Establish prices for payment by bidders to cover reproduction costs for complete sets of bidding documents and an additional payment per set to cover delivery cost if bidding documents are to be delivered. The payments by bidders for obtaining bidding documents are to serve as complete compensation to Consultant for Consultant's costs in reproducing and distribution of bidding documents and addenda. Bidders shall make payment for the purchase of bidding documents directly to Consultant.
 - 4.1.4. Provide sets of bidding documents to pre-qualified prospective bidders for review and/or purchase in accordance with the Request for Proposals.
- 4.2. **Addenda** – Prepare and deliver up to two written addenda to the Authority and to persons who have requested or obtained bidding documents and have furnished Consultant an address for such purposes.
- 4.3. **Pre-Bid Conference and Site Tour** – Prepare procedures and agenda for review with the Authority at least two weeks prior to the pre-bid conference and site tour, conduct the pre-bid conference and site tour, take an attendance list, and take notes of issues of importance which may require response by addenda.
- 4.4. **Bidders Inquiries**
- 4.4.1. Make available to prospective bidders, for review and purchase, copies of reports of investigations and tests, drawings of physical conditions in or relating to existing conditions, and information and data for underground facilities that have been generated or produced during the design phase of the project.
 - 4.4.2. Receive, label, and file written and oral inquiries received during the bidding phase, notify the Authority and provide a proposed written response.
 - 4.4.3. Advise the Authority whenever the interpretation, clarification of, or modification to the bidding documents is in question.
- 4.5. **Bid Opening and Evaluation**
- 4.5.1. Attend the bid opening and prepare a preliminary tabulation sheet as bids are announced.
 - 4.5.2. Advise the Authority as to whether the apparent low proposal is in compliance with the Instruction to Bidders and complies with technical aspects of bidding requirements.
 - 4.5.3. Evaluate the low bidder's submittal in accordance with the Authority's procurement policy; evaluate the second and third lowest bids if the low bid is found to be noncompliant with the bidding requirements.
 - 4.5.4. At the direction of the Authority, notify the apparent low bidder if their proposal is found to require corrections or additional information in accordance with the Instruction to Bidders or other technical bidding requirement and advise the Authority

prior to notifying the apparent low bidder to submit additional information as required.

- 4.5.5. Prepare a written evaluation report (including a certified bid tabulation) and transmit copies of the same to the Authority and attend the Authority's Board Meeting to recommend the award of the contract to the lowest responsive and responsible bidder, or to recommend rebidding the project.

4.6. Award of Contract

- 4.6.1. Prepare a Notice of Award package in accordance with the Instruction to Bidders and transmit to the Authority for delivery to the lowest responsive and responsible bidder.
- 4.6.2. Prepare for and attend a pre-award conference with the Authority and the lowest responsive and responsible bidder.
- 4.6.3. Prepare and include in the Notice of Award package sets of the conformed contract documents for execution to include pertinent and required documentation by the contracting parties.

5. **Contingency** – An Owner's allowance is included for the use by the Authority for unforeseen work, to be used only with prior written authority.

DELIVERABLES

The Consultant will furnish to the Authority deliverables as outlined in Exhibit A.

COMPENSATION

The Authority agrees to compensate the Consultant for Work Order No. 2 on a Lump Sum and Time & Material basis as set forth in Exhibit B.

SCHEDULE OF COMPLETION

The Consultant will complete Work Order No. 2 within seven hundred (700) calendar days from the date of the Notice to Proceed. See Schedule attached in Exhibit C.

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

WITNESS:

PEACE RIVER MANASOTA REGIONAL
WATER SUPPLY AUTHORITY

_____ By: _____
Patrick J. Lehman, P.E.
Executive Director

WITNESS:

KING ENGINEERING ASSOCIATES, INC.

_____ By: _____
Christopher F. Kuzler, P.E.
Senior Vice President

APPROVED AS TO FORM:

Douglas P. Manson
General Counsel for Authority

**REGIONAL INTEGRATED LOOP SYSTEM
PHASE 1 REGIONAL INTERCONNECT PROJECT
[US 17 to Punta Gorda]**

WORK ORDER NO. 2

**Exhibit A
Deliverables**

Task	Description/Title	Copies
1.4	Meeting Minutes	Varies
1.5	Monthly Status Reports and Schedule Updates	2
2.1.3	Geotechnical Report	2
2.2.1	Corrosion Control Needs Assessment Summary Report	2
2.4.1	Preliminary Listed Species Assessment	2
2.4.4	Gopher Tortoise Survey Report	2
2.4.5	Scrub Jay Survey Report	2
2.5.2	Wetland Specific Purpose Survey	2
2.5.3	Easement Sketch and Legal Descriptions	3
2.6.3 and 2.6.4	Property Closing, Recording File Retirement Documents	As required
2.7.1	Hydraulic Model	2
2.7.2	Hydraulic Transient Analysis	2
2.7.3	Wall Thickness Recommendations	2
2.7.5	HDD Calculations	2
2.10 and 2.11	60% Drawings, Specifications and Cost Estimate	4
2.10 and 2.11	90% Drawings, Specifications and Cost Estimate	4
3.1	Permit Application Packages	1
3.3	Responses to Permitting Agency RAI's	1
4.1.1	Signed and Sealed Bid Documents (full size)	12
4.1.1	Specification Manual (reproducible original)	1
4.1.1	CD ROM with Bid Document (electronic files)	1
4.1.1	Final Cost Estimate	1
4.2	Addenda	12
4.3	Pre-Bid Conference Agenda and Minutes	1
4.5.5	Recommendation of Award	1
4.6.1	Notice of Award Package	1
4.6.3	Conformed Contract Documents (Full Size)	6
4.6.3	CD ROM of Conformed Documents (Electronic Files)	1

**REGIONAL INTEGRATED LOOP SYSTEM
 PHASE 1 REGIONAL INTERCONNECT PROJECT
 [US 17 to Punta Gorda]**

WORK ORDER NO. 2

**Exhibit B
 Compensation**

The Authority agrees to compensate the Consultant for Work Order No. 2 in accordance with the following schedule. Progress payments shall be due and payable monthly. Lump sum fee monthly progress payment is to be in proportion to the percentage of engineering work approved and accepted by the Authority, in writing, based on the lump sum fees as set forth in table below. Time and materials fee monthly progress payment is to reflect, in writing, the description of the quantity of work performed, the positions or classifications who performed the work, the applicable hourly rates of the Consultant as approved and attached to the Agreement for Professional Services between the Authority and the Consultant, and the amount of task fee remaining.

The compensation shown in table below is not to be exceeded without prior written approval of the Authority.

TASK	DESCRIPTION	FEE	TYPE
1	Project Coordination	\$125,336	Lump Sum
2	Final Design Services	\$637,700	Lump Sum
2	Final Design Services	\$141,887	Time and Materials
3	Permitting	\$11,380	Lump Sum
3	Permitting	\$99,279	Time and Materials
4	Bid Phase Services	\$39,111	Lump Sum
5	Contingency Allowance	\$25,000	As Required
TOTAL WORK ORDER NO. 2		\$1,079,693	

The Authority's Executive Director is authorized to adjust task item amounts and reallocate funds between tasks if such adjustment does not result in an increase to the total fee. The above budgeted task amounts are not to be exceeded without prior written approval of reallocation of funds between tasks by the Authority's Executive Director or amendment of this Agreement by the Authority.

**REGIONAL INTEGRATED LOOP SYSTEM
PHASE 1 REGIONAL INTERCONNECT PROJECT
[US 17 to Punta Gorda]**

WORK ORDER NO. 2

**Exhibit C
Schedule
(Attached)**

ID	Task Name	Duration	Start	Finish
1	DESIGN	321 days	Wed 2/1/17	Wed 4/25/18
2	Design Notice to Proceed	1 day	Wed 2/1/17	Wed 2/1/17
3	Develop 60% Documents	160 days	Thu 2/2/17	Wed 9/13/17
4	60% Design Review	20 days	Thu 9/14/17	Wed 10/11/17
5	Develop 90% Documents	90 days	Thu 10/12/17	Wed 2/14/18
6	90% Design Review	20 days	Thu 2/15/18	Wed 3/24/18
7	Finalize Bid Documents	30 days	Thu 3/15/18	Wed 4/25/18
8	Basement Acquisition	180 days	Thu 2/2/17	Wed 10/11/17
9	PERMITTING	265 days	Thu 9/14/17	Wed 9/19/18
10	FDEP ERP Permit	160 days	Thu 9/14/17	Wed 4/25/18
11	Listed Species Assessment	35 days	Thu 9/14/17	Wed 11/1/17
12	Scrub Jay Survey	20 days	Thu 9/14/17	Wed 10/11/17
13	Other Wildlife Survey	35 days	Thu 9/14/17	Wed 11/1/17
14	Pre-Application Meeting	15 days	Thu 9/14/17	Wed 10/4/17
15	ERP Application	20 days	Thu 11/2/17	Wed 11/29/17
16	FDEP Review	30 days	Thu 11/30/17	Wed 1/10/18
17	Respond to FDEP Comments	15 days	Thu 1/11/18	Wed 1/31/18
18	FDEP Issues Permit	60 days	Thu 2/1/18	Wed 4/25/18
19	US Army Corp of Engineers Permit	265 days	Thu 9/14/17	Wed 9/19/18
20	Pre-Application Meeting	5 days	Thu 9/14/17	Wed 9/20/17
21	Prepare Permit Application	30 days	Thu 9/21/17	Wed 11/1/17
22	ACOE Initial Review	120 days	Thu 11/2/17	Wed 4/18/18
23	Respond to ACOE Comments	30 days	Thu 4/29/18	Wed 5/30/18
24	ACOE Issues Permit	80 days	Thu 5/31/18	Wed 9/19/18
25	FOOT ROW Permit Application	90 days	Thu 2/15/18	Wed 6/20/18
26	Charlotte County ROW Application	90 days	Thu 2/15/18	Wed 6/20/18
27	FDEP Drinking Water Permit	80 days	Thu 2/15/18	Wed 6/16/18
28	Prepare Permit Application	15 days	Thu 2/15/18	Wed 3/7/18
29	FDEP Review	30 days	Thu 3/8/18	Wed 4/18/18
30	Respond to FDEP Comments	15 days	Thu 4/19/18	Wed 5/9/18
31	FDEP Issues Permit	20 days	Thu 5/10/18	Wed 6/6/18
32	CONSTRUCTION BIDDING AND AWARD	340 days	Thu 9/14/17	Wed 1/2/19
33	Contractor Prequalification	60 days	Thu 9/14/17	Wed 12/6/17
34	Advertise for Bid	30 days	Thu 9/20/18	Wed 10/31/18
35	Recommendation of Award	15 days	Thu 11/1/18	Wed 11/21/18
36	Board Approval and NTP	30 days	Thu 11/22/18	Wed 1/2/19

Project: Peace River Phase 1 Design
 Date: Wed 12/26/16

Task: External Milestone
 Split: Inactive Task
 Milestone: Inactive Milestone
 Summary: Inactive Summary
 Project Summary: Manual Task
 External Task: Duration-only

Manual Summary Rollup
 Manual Summary
 Start-only
 Finish-only
 Deadline
 Critical

Critical Split
 Progress
 Slack

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
February 1, 2017

REGULAR AGENDA
ITEM 4

Regional Integrated Loop System Phase 3B Interconnect Project
[Preymore to SR 72/Clark Road]

Presenters - Kevin Morris, Science and Technology Officer
Christopher Kuzler, King Engineering

Recommended Action - **Motion** to receive and file draft 'Regional Integrated Loop System Phase 3B Interconnect Basis of Design Report'.

Motion to approve and authorize Executive Director to execute Work Order No. 2 'Phase 3B Interconnect Final Design, Permitting and Bid Phase Services' to King Engineering Associates, Inc., for an amount not to exceed \$1,090,391.

a. Phase 3B Interconnect Project Update

This project will install approximately 5 miles of 48-inch diameter regional transmission main extending the regional transmission system north from the Preymore Interconnect near the Sarasota County Municipal Solid Waste Facility to SR 72 (Clark Road).

b. Basis of Design Report

King Engineering completed Work Order No. 1 (Preliminary Engineering) for the Phase 3B Interconnect Project and the resulting Basis of Design Report (BODR) for the pipeline portion of the project. The draft BODR recommends a pipeline route and establishes project requirements (facility capacities, pipe sizes, environmental permitting, land requirements, etc.). It also includes the Engineers Opinion of Probable Cost for the pipeline portion of the project of \$16.4 million. Staff and the consultant will present the BODR as well as the recommendation to include a regional pumping station near the intersection of Fruitville and Lorraine Rd. as part of the project.

c. Work Order No. 2 'Phase 3B Interconnect Final Design, Permitting and Bid Phase Services'

Work Order No. 2 (WO No. 2) will include Final Design and Permitting Services for the Phase 3B Pipeline and preliminary engineering for a regional Pump Station near the intersection of Fruitville and Lorraine Roads. In addition WO No. 2 includes surveying, corrosion control, geotechnical work, utility coordination, and bidding services, and Preliminary Design of a Regional pumping station. Proposed budget for WO No. 2 is \$1,090,391 inclusive of a \$50,000 Owner's allowance for any unforeseen out-of-scope work. The timeframe for completion of this WO is 23 months. Staff recommendation is approval.

Budget Action: None (Project funded by State and SWFWMD grants and Sarasota Proj. Savings)

Attachments:

Tab A Project Progress Report
Tab B Regional Integrated Loop System Phase 3B Interconnect BODR
Tab C Presentation Materials
Tab D Work Order No. 2

TAB A
Project Progress Report

Project Status Report

Project: Regional Integrated Loop System Phase 3B Interconnect Pipeline Project
[Preymore to SR 72/Clark Road]

Date: February 1, 2017

Prepared by: Kevin Morris, P.E., Science and Technology Officer

The following information summarizes the project description and current status. (see attached conceptual pipe route map).

Project Description

The Phase 3B Interconnect will extend the regional loop system within Sarasota County approximately 5 miles further north from the Preymore location near the Municipal Solid Waste Facility to mid-county. The Phase 3B Pipeline will be bi-directional and will interconnect with the regional Phase 3A pipeline to the south and to Sarasota County's system on the north. As originally envisioned, the project included a repump facility at its northern end to boost water pressures for delivery northward, or, when operating in the reverse direction, this pumping facility would boost pressures coming southward.

However, early in the Basis of Design Report effort, working closely in conjunction with County staff, an alternate configuration was developed that ultimately proved viable and will save the region significant capital and operational expense over the long term. The project team analyzed sizing the Phase 3B pipeline along with the County's planned interconnecting water main under various scenarios. The team showed that the Phase 3B pipeline could deliver water to the County's Pump Station No. 5 as well as a future repump facility located another 7 miles further north at the juncture between Phases 3C and 3D without the need for booster pumping at SR 72 (Clark Road). This effectively eliminates one of the repump stations originally envisioned more than 10 years ago as part of the regional integrated loop system.

Rapid growth and development along the boundaries of Manatee and Sarasota Counties has already spurred developer-installation of the Phase 3D pipeline. The developer wanted to install the pipeline coincident with the roadway to avoid the later disruption that would come if the pipeline followed initial development. The Phase 3D pipeline is being interconnected with Manatee County to the north and will also tie in with Sarasota County to the south. The southernmost leg of Phase 3D terminates close to one of the Phase 3C conceptual routes from the 2006 Regional Integrated Loop System Feasibility/Routing Study.

Although the Phase 3C pipeline leg of the regional transmission system is envisioned to follow Phase 3B pipeline leg of the regional transmission system by several years, there is need for the regional repumping facility now in the area where pipeline segments Phase 3D and 3C meet (the intersection of Lorraine and Fruitville Roads). The ability to store, chemically recondition and repump water from this location is important strategically to the region since it represents the

approximate midpoint between the Carlton WTP to the south and the Lake Manatee WTP to the north.

Authority and County staff are conferring with our Water Management District funding partner about relocation of the originally planned Phase 3B Repump facility north to near the location of Fruitville and Lorraine Roads. Discussions regarding commitments to Phase 3D and future Phase 3C pipeline segments are ongoing.

The estimated project cost, including the pump station was \$27-million. The total project schedule, commencing with authorization for Preliminary Engineering in December 2016 was 46 months with final completion of the construction project slated for October 2020.

Current status

The Phase 3B Interconnect was Board approved for Design by King Engineering Associates, Inc. (King) on December 2, 2015. The Notice-to-Proceed for Work Order 1- Preliminary Design Services/Basis of Design Report was issued to King on February 3, 2016. The Project Kick-Off Meeting was held on February 17, 2016.

At the February 1, 2017 Board Meeting, King is scheduled to present the Phase 3B Interconnect, draft Basis of Design Report (BODR). Seven routes were assessed by King during preliminary engineering. King recommended Route C, which had the second lowest cost and several strategic advantages over the lowest cost route, Route B. One key advantage of Route C is that it falls entirely on County-owned property and so the uncertainty and cost of an extended land acquisition phase can be avoided. Scoped effort to prepare basis of design information and estimated costs for the pumping station was reallocated towards identifying viable land parcels further north closer to the suitable more location for the future pump station.

The Engineer's Opinion of Probable (total) Cost for the Phase 3B Interconnect Pipeline is approximately \$16.4 million. The cost of the pump station cannot be projected until a physical site is reasonably assured and a basis of design effort can be completed at that location. That work is planned as a part of Work Order No. 2 and Work Order No. 3 at some future date will return requesting authorization for final design for the pumping station. The Phase 3B Interconnect Pipeline is scheduled to be operational by October 2020.

On November 9, 2016 the draft BODR was submitted to Charlotte, Desoto, Sarasota and Manatee Counties, the Cities of North Port, the South West Florida Water Management District (SWFWMD) and the Florida Department of Environmental Protection (FDEP) for feedback. Review comments received were forwarded to King in December 2016 and have been incorporated into the current version of the draft Basis of Design Report.

In January 2017 King submitted Work Order 2 'Design, Permitting and Bidding Services' for the Phase 3B Interconnect. Work Order No. 2 includes survey, geotechnical services, design, permitting, property acquisition services, and bid phase services for the pipeline along recommended Route C. The anticipated schedule for this effort indicates the design effort will

be largely completed by the end of calendar year 2017 to be followed by permitting for the bulk of 2018 and then bidding by the end calendar year 2018. .

Funding for Design, Permitting and Bidding Services up to \$1,090,391 will be funded by the Board Approved Cooperative Funding Agreement between SWFWMD and PRMRWSA which includes funding from Sarasota County, State Appropriations and SWFWMD.

Project History Briefing

Project: Phase 3B Regional Interconnect Pipeline Project

Date: February 1, 2017

Prepared by: Kevin Morris - Science and Technology Officer

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

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

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

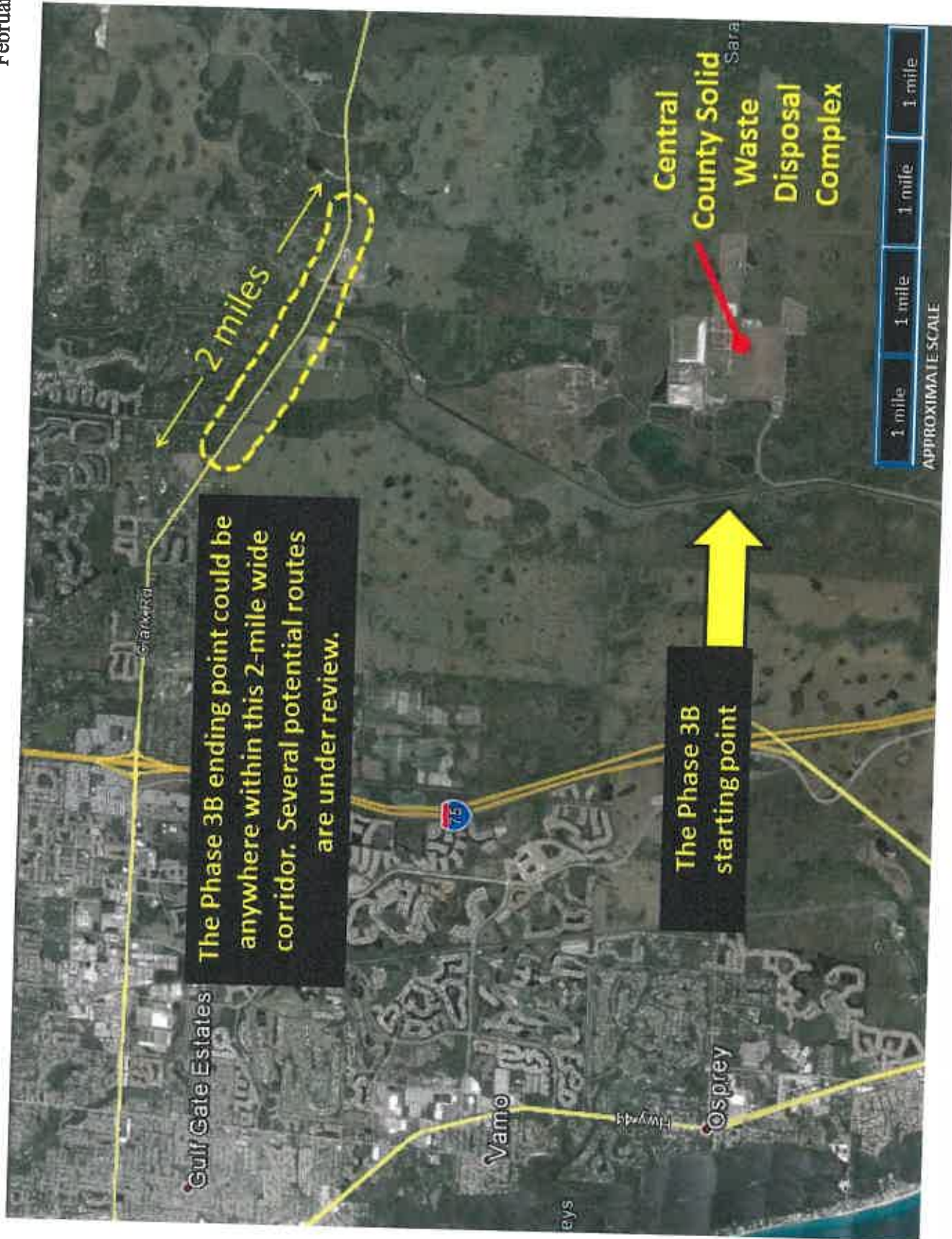
- December 2, 2015 The Board approved Work Order No. 1 'Phase 3B Interconnect Preliminary Design Services' for \$397,958 which included \$25,000 of contingency funding with the stipulation that work not be commenced until a letter of funding commitment had been received from Sarasota County for the cost. Work Order No. 1 included evaluation of up to five (5) major pipeline corridor routes between the existing terminus of Phase 3A at 681 northward to Clark Road. This work included efforts to coordinate with multiple Sarasota County Departments for future planning and infrastructure work in this area. The work included modeling of flows and pressures and will result in a recommendation for pipeline diameter, a route, a possible pumping station location and estimated construction cost. This effort was planned to be completed within 270 calendar days.
- January 26, 2016 Sarasota County Board of County Commissioners approved a letter of funding commitment for the entirety of the cost of Work Order No. 1 at \$397,958 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.

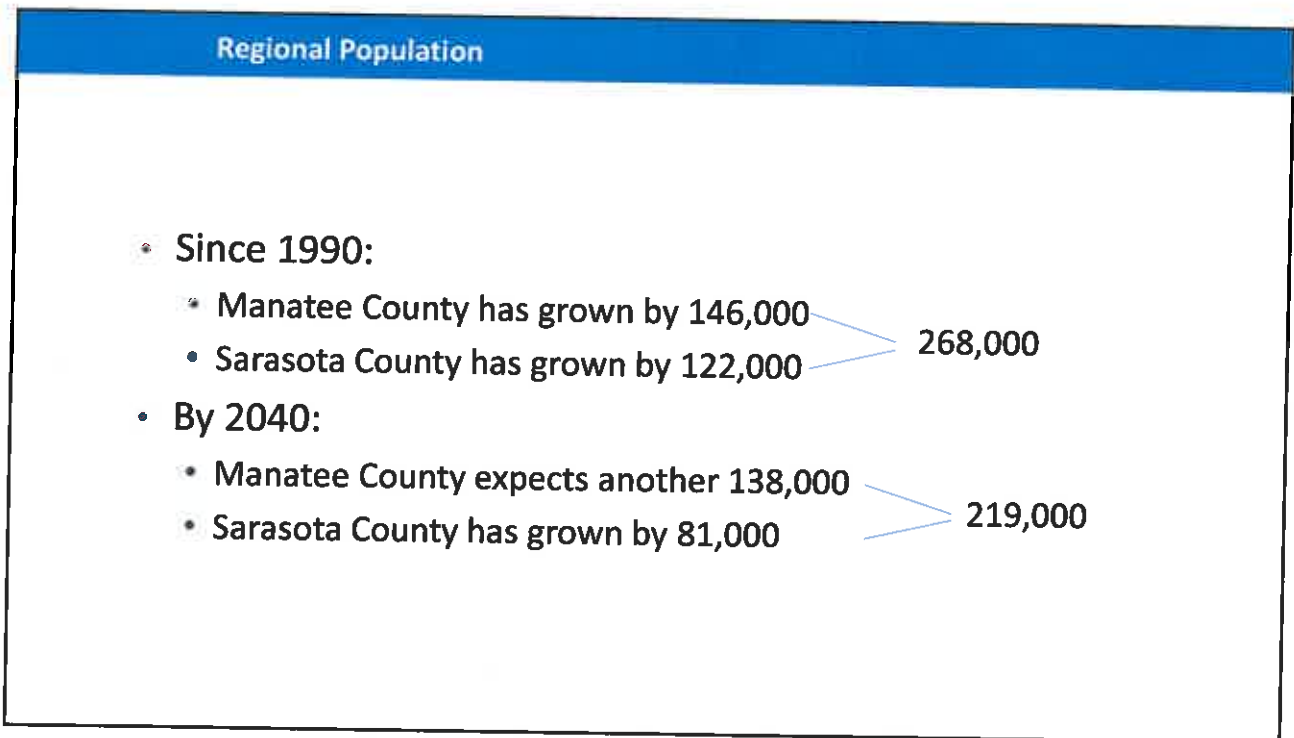
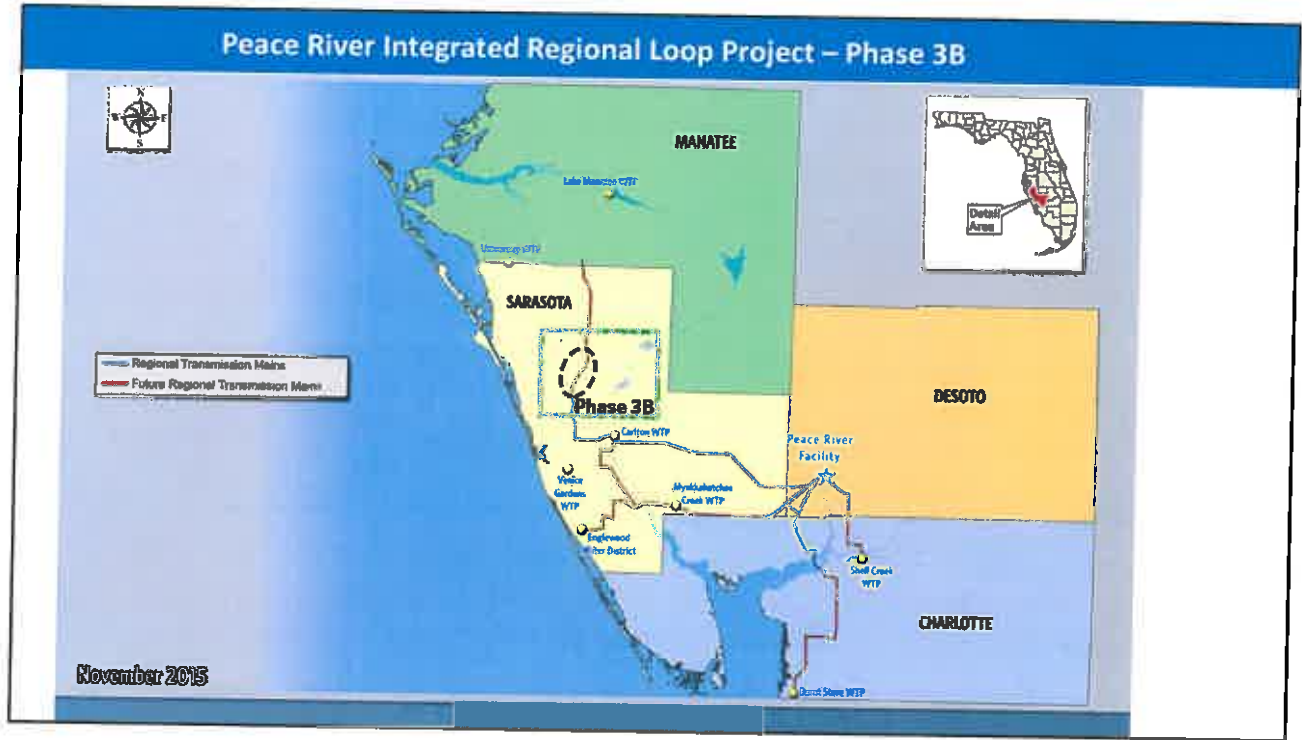
- April 18, 2016 Project meeting with Florida Power and Light (FP&L) including staff from King Engineering Associates Inc. and the Authority at the FP&L Hammock Place Substation Operations Center in Sarasota. The group discussed co-locating water lines within or proximate to existing power transmission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

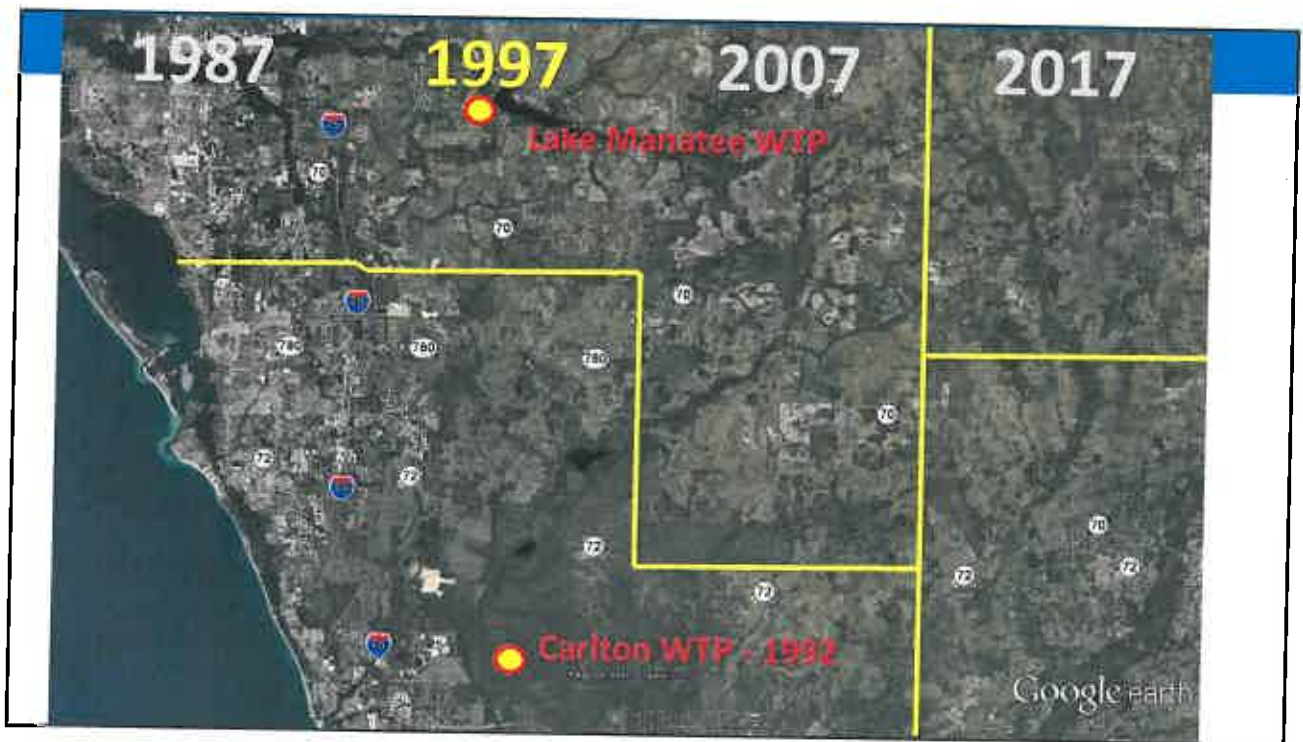
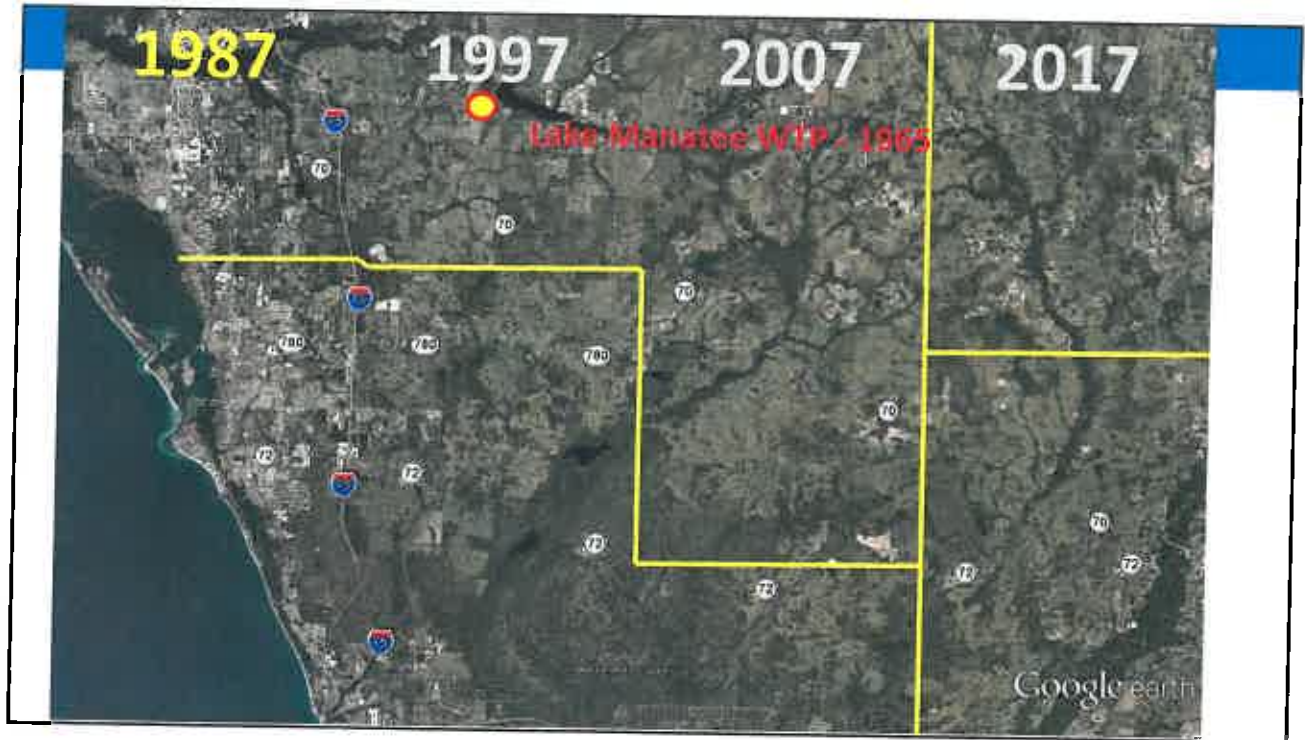
- September 6, 2016 Presented summary of potential Phase 3B pipelines routes and discussed selection criteria and weighting factors with Sarasota County staff. At this point all of the environmental assessments have been completed including wetland assessments, protected species reviews, floodplain issues 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.
- October 24, 2016 Authority staff reviewed draft chapters of the BODR and provided feedback and comments to King Engineering.
- October 28, 2016 Provided update to Sarasota County staff on status of the project at the County's BOB facility.
- November 8, 2016 King Engineering hand delivered the draft BODR (hardcopies and CDs) to the Authority's Lakewood Ranch office.
- November 9, 2016 Hand delivered the draft BODR report for review and comment to Sarasota County (hardcopy and CD) and in electronic version (CD) only to the following: Charlotte County, Desoto County, Manatee County and the City of North Port.
- November 17, 2016 Transmitted copies of the draft BODR to both of the project's FDEP and SWFWMD Project Managers, respectively for consideration and comment.

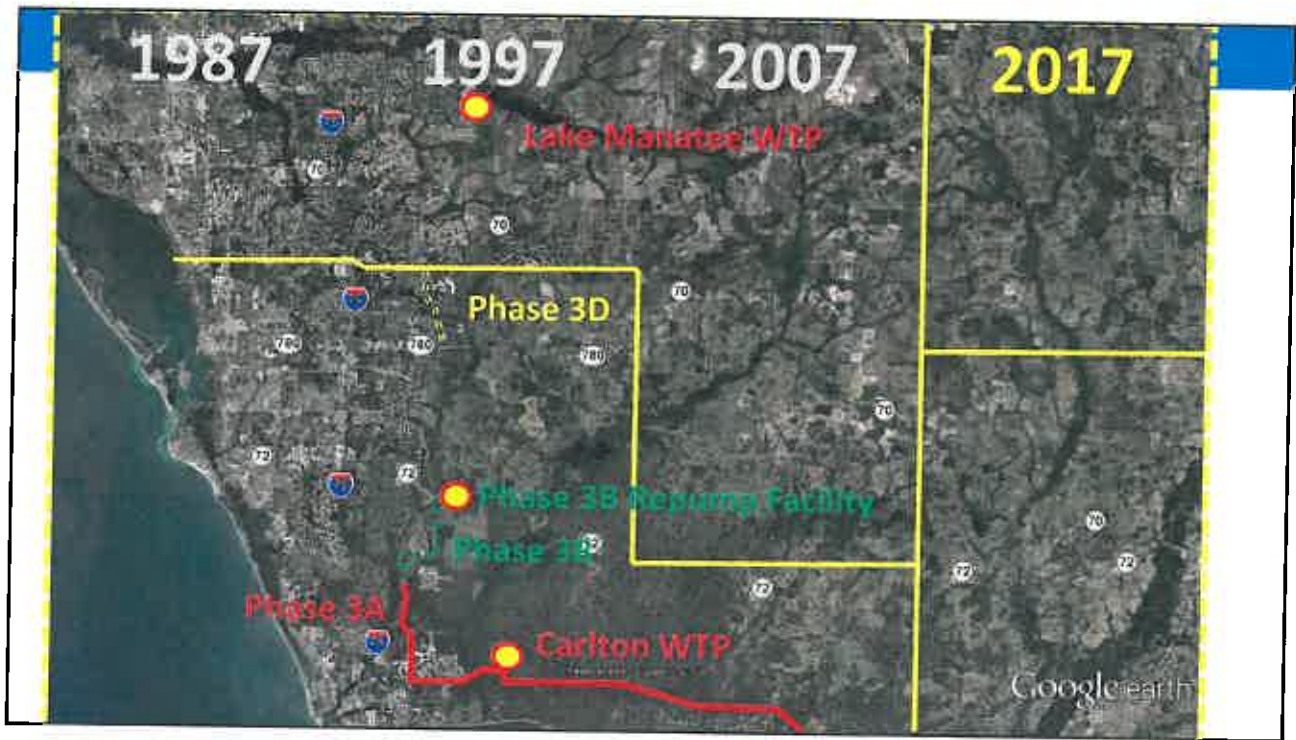
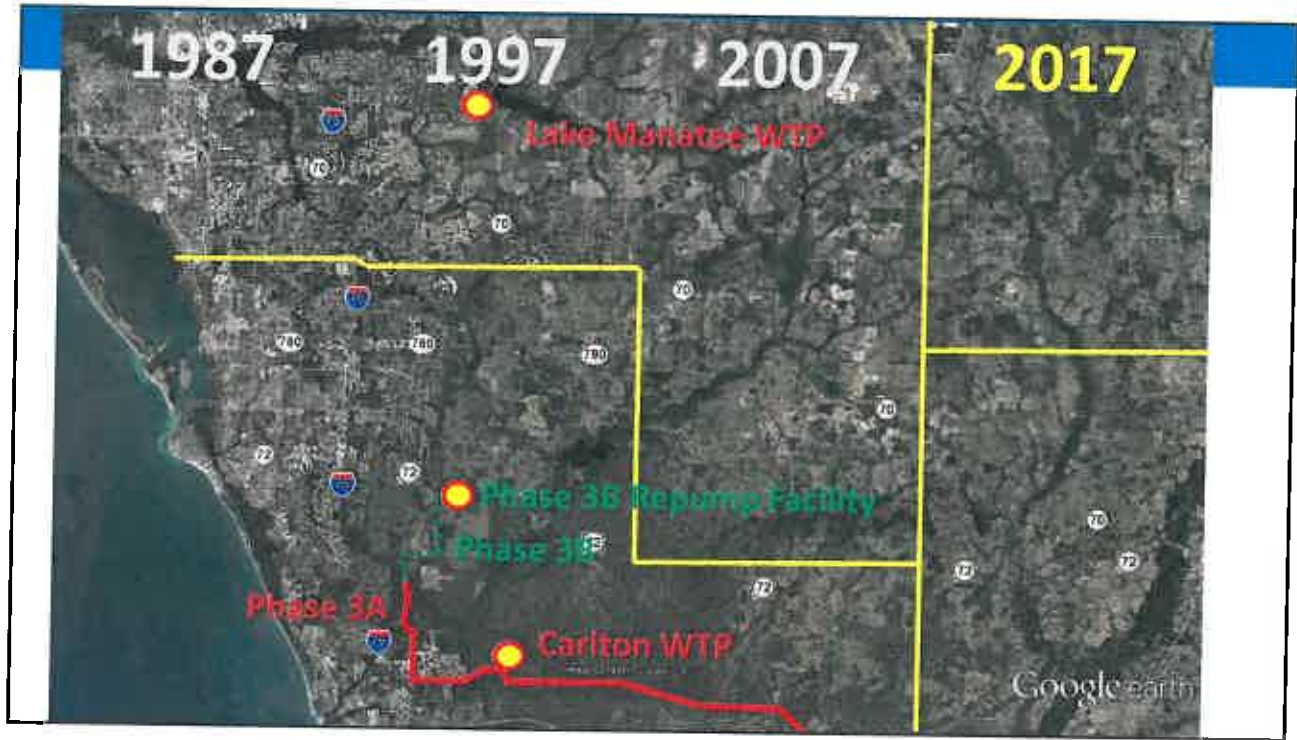


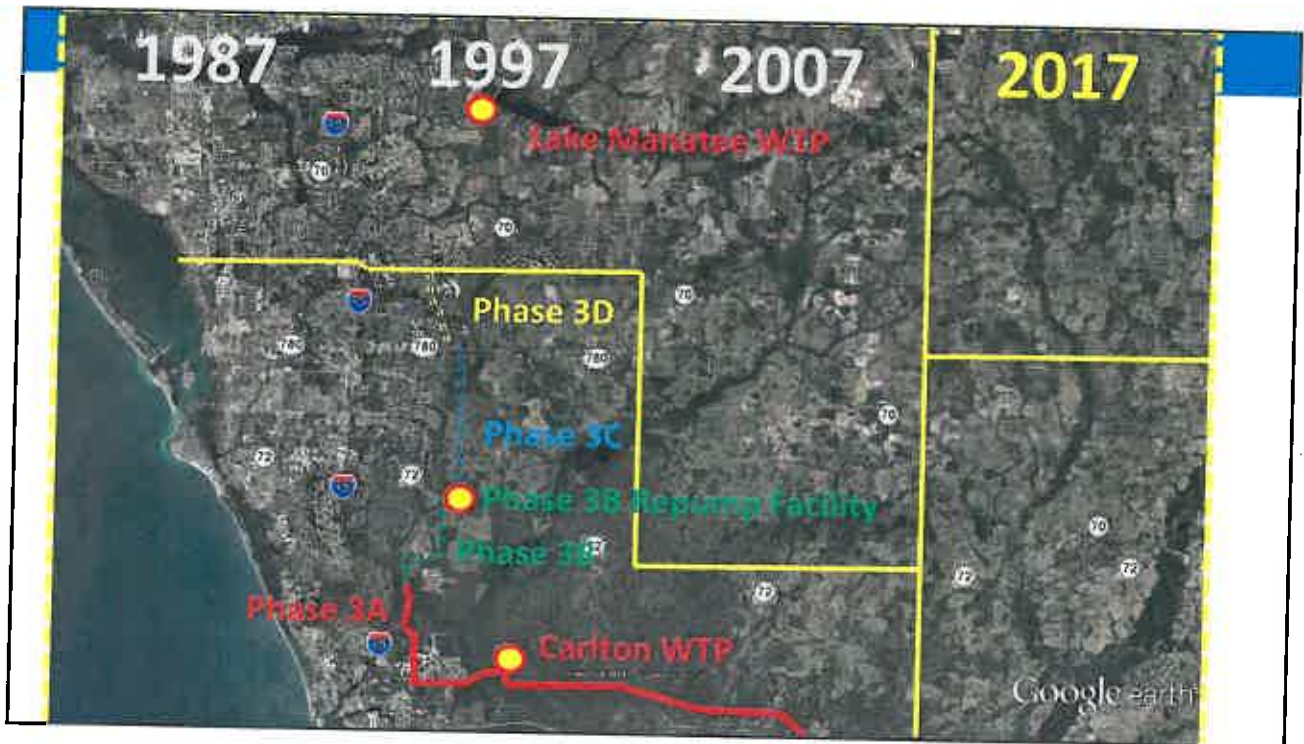
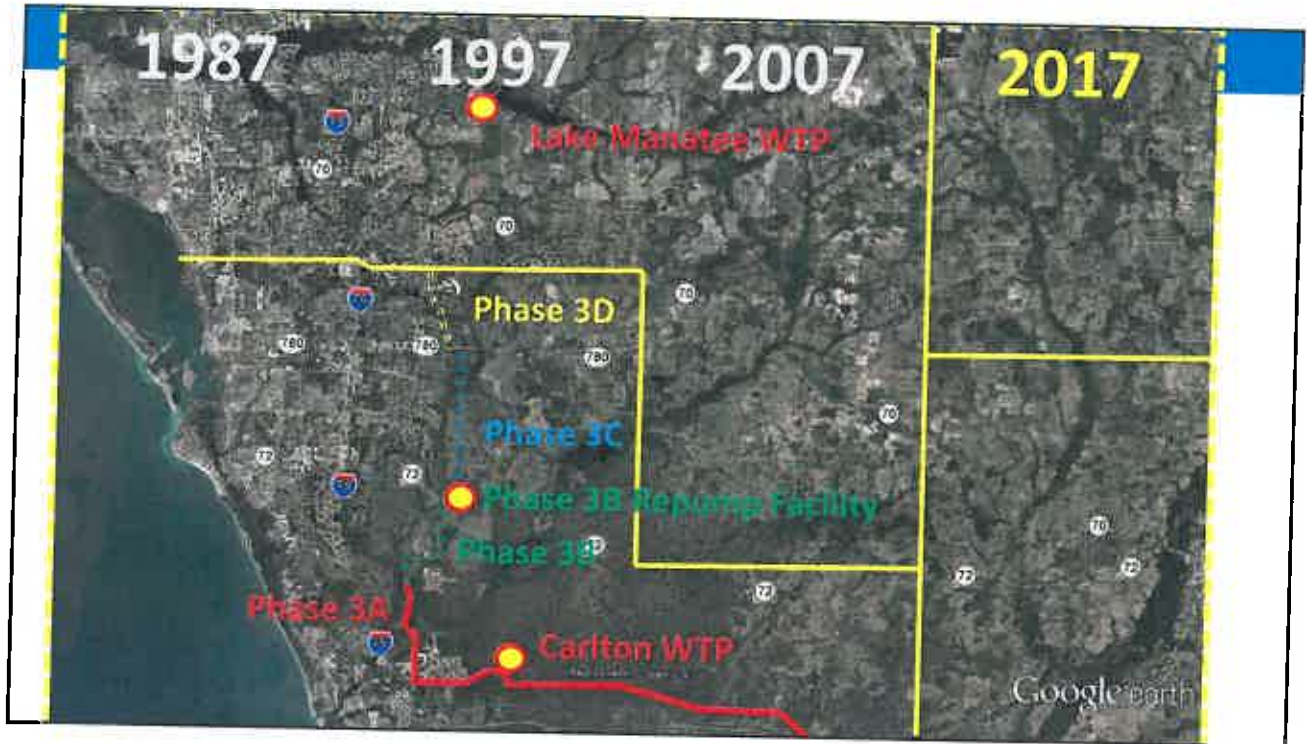
Regional Integrated Loop System Phase 3B Interconnect [Premore to SR 72 – Clark Road]
TAB B
BODR

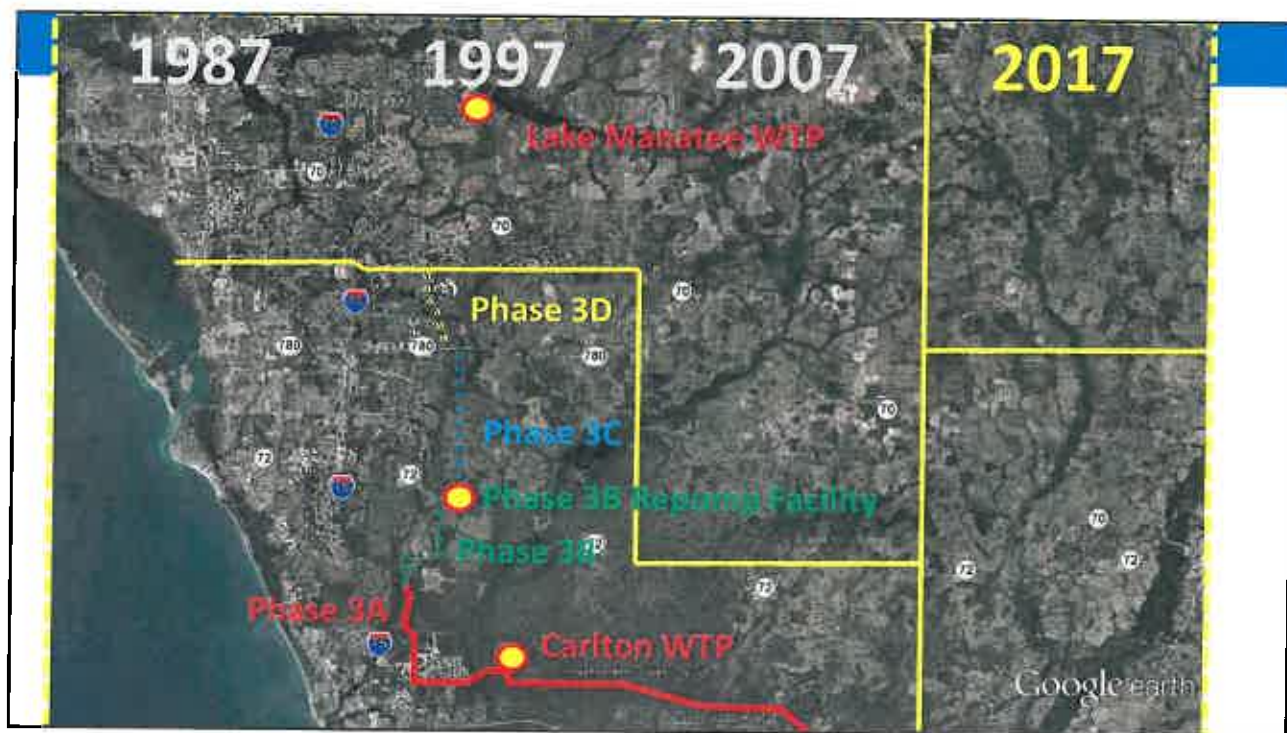
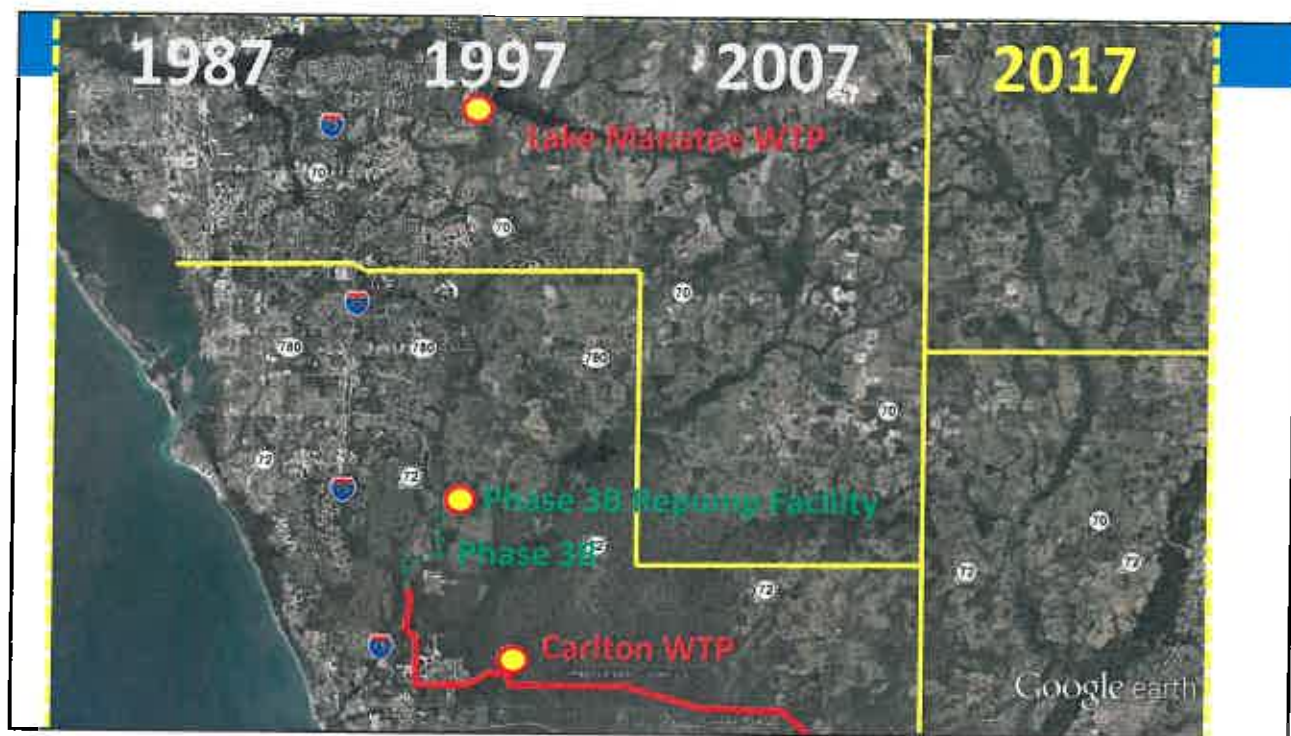












Peace River / Manasota Regional Water Supply Authority

Regional Integrated Loop System
Phase 3B Interconnect Project
[Preymore to SR 72]

King
ENGINEERING ASSOCIATES, INC.



Project Purpose

- The following material is presented in 2 Parts consistent with the preceding discussion:
 1. Phase 3B Interconnect Pipeline Basis of Design Report
 2. Potential Location Parcels for the 3B Pump Station

Phase 3B Interconnect Pipeline Basis of Design Report

Hydraulic Modeling / Pipeline Sizing

Modeling and Sizing Objectives:

- **Meet County demands at its PS-5 on Proctor Rd via a 5-mile long, 24" diameter WM extended from the terminus of Phase 3B on Clark Rd**
- **Move pumping station to terminus of Phase 3C on Fruitville Rd:**
 - **Strategically positioned between Carlton WTP and Lake Manatee WTP**
 - **Located close to fastest developing areas of both Counties east of I-75**

Hydraulic Modeling / Pipeline Sizing



Hydraulic Modeling / Pipeline Sizing

- Modeling effort supported migration of pump station to Fruitville and Lorraine Roads
- Required Pipe Sizing:
 - Phase 3B = 48" diameter
 - Phase 3C = 36" diameter
- Preliminary design of proposed Phase 3B pump station altered to support identification of viable parcels of vacant land near Fruitville and Lorraine Roads

Phase 3B Route Study

- To identify potential routes, meetings were held with Sarasota County:
 - Utilities
 - Stormwater (Dona Bay Conveyance System)
 - Solid Waste
 - Transportation
 - Planning

- Resulted in the identification of 7 potential routes

Alternate Routes



Phase 3B Route Evaluation

- Phase 3B route evaluation entailed:
 - Meetings with significant property owners:
 - Hawkins Family
 - LT Ranch
 - Diocese of Venice
 - Construction cost evaluation
 - Evaluation of noneconomic criteria

Route Evaluation Criteria

- | | |
|--|---|
| <ul style="list-style-type: none"> ➤ Constructability Issues <ul style="list-style-type: none"> • Safety • Utility Conflicts • Geotechnical Issues • Potential for Unforeseen Construction Difficulties ➤ Environmental Factors <ul style="list-style-type: none"> • Habitat Impacts • Wetland Impacts • Potential for Hazardous Materials • Permitting Complexities | <ul style="list-style-type: none"> ➤ Long Term Planning <ul style="list-style-type: none"> • Future Planned Projects ➤ Property Acquisition ➤ Public Input (Owner willingness) ➤ Cost |
|--|---|

Route Evaluation

Route Score Summary	Weight	Route A	Route B	Route C	Route D	Route E	Route F	Route G
Environmental Issues	3	27	30	27	27	27	27	27
Permitting Complexities	1	10	10	10	10	10	10	10
Long Range Planning	1	3	7	9	9	8	6	4
Constructability	3	24	21	24	24	24	18	18
Property	2	18	16	20	20	20	18	18
Public Input	3	30	27	30	21	21	18	15
Cost	3	9	30	27	18	18	12	9
Total Score		121	141	147	129	128	109	101
Phase 3B Cost (\$ millions)		\$22.4	\$15.2	\$16.4	\$18.9	\$19.6	\$21.2	\$22.5

Route B Vs. Route C

Route B

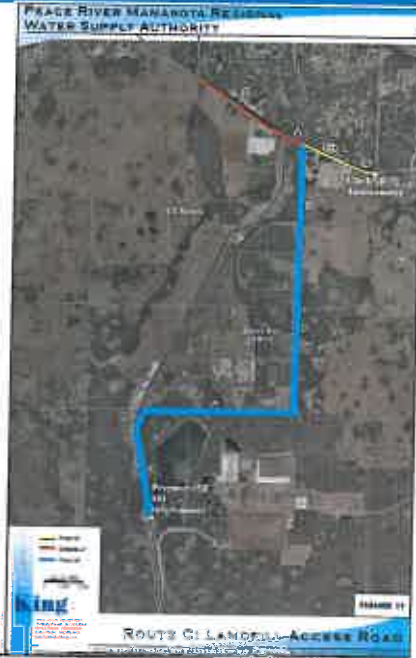
- Shorter distance, so lower cost, however:
 - One major landowner unwilling to negotiate easements
 - Conflicts with Dona Bay piping
 - Difficult crossing under Cow Pen Slough using bypass canal
 - Compels re-crossing Cow Pen Slough again with Phase 3C in future
 - West side of the Slough is in the floodplain and could complicate construction

Route C

- Impacts to a small amount of forested wetlands and must coordinate with solid waste operations, however:
 - No property issues - entire route is within County-owned property
 - Avoids crossing Cow Pen Slough
 - None of the floodplain construction issues associated with Route B
 - Closer to future Phase 3C alignment going north

Recommended Route C Alignment

- North from Preymore (Terminus of Phase 3A) on east side of Cow Pen Slough
- East through Dona Bay
- North along Landfill Access Road
- Also shows initial portions of Phase 3C and County's 24-inch WM



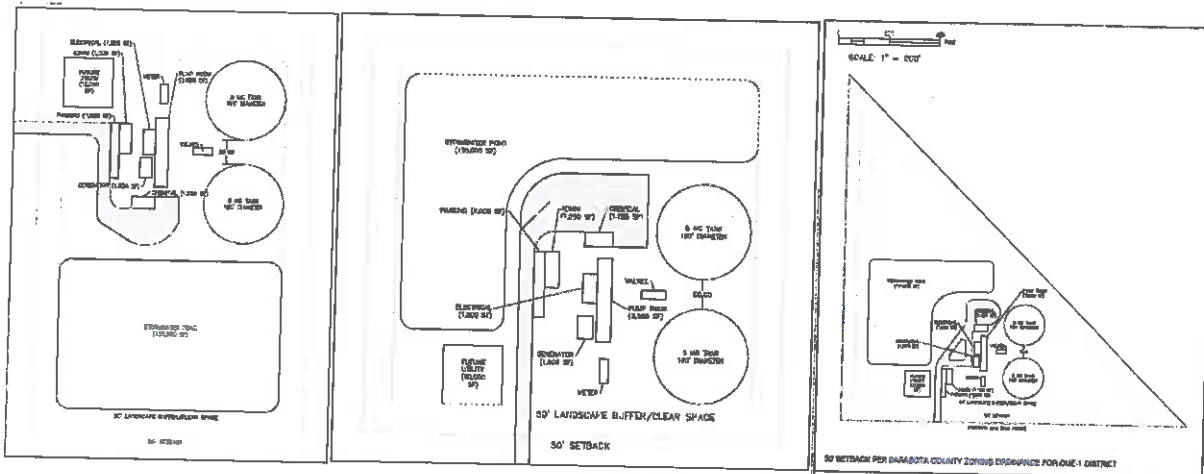
Potential Location Parcels for the 3B Pump Station

Pump Station Sizing & Siting

Minimum parcel size based on:

- Identification of WTP component needs
- Projection of space required for each component
- Development of conceptual site plans based on space requirements

Alternate Site Plans – Based on Parcel Shape



Pump Station Siting

Potential sites

- Within 8,000 of Fruitville and Lorraine Roads
- Minimum 10 Acres
- Vacant

Site Evaluation Criteria

- Zoning
- Future Land Use
- Soils
- Listed Species
- Wetlands
- Transportation Improvements

Work Order No. 2 – Design, Permitting and Bidding Services

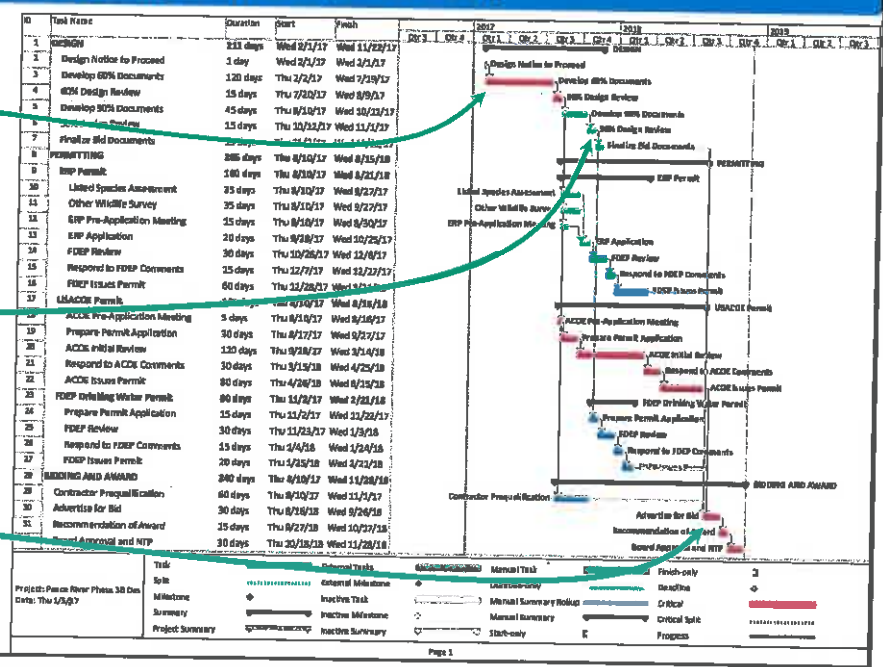
- **For Approval Today – Work Order No. 2**
- **For the 3B Interconnect Pipeline:**
 - Design Services
 - Permitting Services
 - Bidding Services
- **For the 3B Pump Station**
 - Only Basis of Design Report
 - Once we have assurance of the physical site, we will return to request approval of final design/permitting services for the pump station (*Work Order No. 3*)

Schedule for Pipeline Design, Permitting and Bidding

With authorization today

Major design wraps by end of this year

Bidding late 2018



Project Schedule Summary

Task	Completed By
Preliminary Engineering	December 2016
Design	November 2017
Permitting	August 2018
Bidding and Award	December 2018
Construction, Substantial Completion	August 2020
Finish Construction, Startup	October 2020

Staff Recommendation

- **Motion** to receive and file draft Basis of Design Report.
- **Motion** to approve and authorize Executive Director to execute Work Order No. 2 'Phase 3B Interconnect Final Design, Permitting and Bid Phase Services' to King Engineering Associates, Inc., for an amount not to exceed \$1,090,391.

TAB C
Presentation Materials

TAB D
Work Order No. 2 and Staff Memorandum

MEMORANDUM

DATE: February 1, 2017

TO: Patrick Lehman, Executive Director

FROM: Kevin Morris, Science and Technology Officer

RE: Regional Integrated Loop System Phase 3B Interconnect –
[Preymore to SR 72 – *Clark Road*]
Work Order No. 2 – Final Design, Permitting and Bid Phase Services

Summary

Staff recommends approval of Work Order No. 2 for Final Design, Permitting and Bid Phase Services with King Engineering Associates, Inc. (King) for the Regional Integrated Loop System Phase 3B Interconnect Project [Preymore Interconnect to SR 72/Clark Road] at a cost not to exceed \$1,090,391. This includes \$50,000 as an owner's allowance for any out-of-scope work that might be encountered and can only be authorized by the Executive Director.

Work Order No. 2 specifically covers final design, permitting and bid phase services for the pipeline portion of the Phase 3B project. The pump station element of Phase 3B has been relocated several miles further north than had originally been contemplated. This work order provides for a basis of design for the pump station, presuming that a parallel path activity will include the Authority and County collaboratively making progress towards securing a physical site for the facility early in calendar year 2017. Once a physical site has been secured, then final design, permitting and bidding services for the pumping facility may be added under future Work Order No. 3.

Work Order No. 2 builds upon the recently completed draft Basis of Design Report and will result in a final design package ready for bidding and construction of the pipeline portion of the project. The final design package will include a 100% complete deliverable of engineering drawings and technical specifications, an updated construction cost estimate, all appropriate and necessary permits, and bid documents.

Project Background

The Phase 3B Interconnect Project will include installation of approximately 5-miles of 48-inch diameter pipeline extending the regional system from its current terminus at the Preymore Interconnect near the Sarasota County Municipal Solid Waste Facility northward to SR 72 (Clark Road). The project includes a bi-directional meter station at the northern transfer point where it is planned to tie-in with a County 24-inch diameter pipeline and to the Phase 3C pipeline (tentatively planned as a 36-inch diameter pipeline) in the future as well.

Discussion

Early in the Basis of Design Report effort, working in conjunction with County staff, an alternate project configuration was developed that ultimately proved viable and will save the region significant capital and operational expense over the long term. The project team analyzed sizing the Phase 3B pipeline along with the County's planned interconnecting water main under various scenarios. The team showed that the Phase 3B pipeline could deliver water to the County's Pump Station No. 5 as well as a future repump facility located another 7 miles further north at the juncture between Phases 3C and 3D without the need for booster pumping at SR 72 (Clark Road). This effectively eliminates one of the repump stations originally envisioned more than 10 years ago as part of the regional integrated loop system and significantly reduces the overall cost of the pipelines that will ultimately connect Manatee County with the Regional System.

Rapid growth and development along the boundaries of Manatee and Sarasota Counties has already spurred developer-installation of the Phase 3D pipeline. The developer (SMR) intends to install the pipeline coincident with the Lorraine roadway improvements to avoid the later disruption in that corridor. The Phase 3D SMR installed pipeline is being interconnected with Manatee County water system to the north and will also tie in with Sarasota County to the south. The southernmost leg of Phase 3D terminates near one of the Phase 3C Regional Interconnect conceptual routes from the 2006 Regional Integrated Loop System Feasibility/Routing Study.

Although the Phase 3C pipeline leg of the regional transmission system is envisioned to follow Phase 3B pipeline leg of the regional transmission system by several years, there is need for the regional repumping facility now in the area where pipeline segments Phase 3D and 3C meet (the intersection of Lorraine and Fruitville Roads). The ability to store, chemically recondition and repump water from this location is important strategically to the region since it represents the approximate midpoint between the Carlton WTP to the south and the Lake Manatee WTP to the north.

Authority and County staff are conferring with our Water Management District funding partner about relocation of the originally planned Phase 3B Repump facility north to near the location of Fruitville and Lorraine Roads. Discussions regarding commitments to Phase 3D and future Phase 3C pipeline segments are ongoing.

The negotiated scope and fee for Work Order 2 (Final Design Services) builds upon the project's preliminary engineering/Basis of Design Report to provide documents for bidding and construction of the pipeline portion of the project. The final design package will include a 100% deliverable of engineering drawings and technical specifications, an updated cost estimate and all appropriate and necessary permits. The work order also includes a basis of design effort for the pumping facility. The pumping facility is to be located several miles northward from where it was originally planned but its pivotal role as a critical part of the regional transmission system has not changed. All services are provided at the direction of the Authority.

TASK	DESCRIPTION	FEE	TYPE
1	Project Coordination	\$121,364	Lump Sum
2	Final Design Services	\$698,937	Lump Sum & T&M ⁽¹⁾
3	Permitting	\$95,303	Lump Sum & T&M ⁽¹⁾
4	Bid Phase Services	\$41,143	Lump Sum
5	Pump Station	\$83,644	Lump Sum
6	Contingency Allowance	\$50,000	TBD
TOTAL WORK ORDER NO. 2		\$1,090,361	

(1) T&M = Time and Materials

Schedule

The design work would commence with a February 2017 Notice-to-Proceed for Work Order 2. The design work is anticipated to be completed by the end of calendar year 2017 and then permitting efforts would take much of 2018. Bidding is expected by the end of 2018 with construction starting in the first quarter of 2019. With a Contractor Notice-to-Proceed in the first quarter of 2019, it is expected that the pipeline could be operational by late summer 2020.

At this time it is anticipated that the Basis of Design Work of the pump station could be completed rather quickly. If the Authority and County can achieve reasonable assurance on a physical site for the facility, then final design/permitting of the pump station can proceed without risk. It would be desirable to plan this work simultaneously with the pipeline work and make both projects available for packaging/bidding around the same timeframe. Should the final design work for the pump station be delayed until significantly later into 2017, it may not be possible to package the pipeline and pump station together for permitting/bidding.

The next anticipated Authority Board authorizations with King Engineering Associates, Inc., associated with this project would be as follows:

- Work Order No. 3 for – ‘Fruitville Pump Station - Design, Permitting, Land Acquisition and Bid Phase Services’
- Work Order No. 4 for – ‘Construction Phase Services for Phase 3B Pipeline and Fruitville Pump Station’

**REGIONAL INTEGRATED LOOP SYSTEM
PHASE 3B REGIONAL INTERCONNECT PROJECT
[Preymore to SR 72]**

WORK ORDER NO. 2

DESIGN, PERMITTING and BIDDING SERVICES

INTRODUCTION

This Work Order No. 2 is entered into this 1st day of February, 2017, and is to be attached to and incorporated by reference to the Agreement for Professional Engineering Design, Permitting and Construction Management/Inspection Services entered into on February 25, 2016, between the Authority and King Engineering Associates, Inc. (Consultant) for the Regional Integrated Loop System – Phase 3B Regional Interconnect Project.

The Phase 3B Regional Interconnect Project will extend the current terminus of the Authority's Regional Phase 3A Transmission Main at the Preymore Road (SR 671) meter station site to Sarasota County's future 24-inch transmission main on Clark Road (SR 72) at the northern end of the County's landfill access road, including a point of connection for the future Phase 3C pipeline.

Work Order No. 1 described the scope of work, schedule of completion and compensation associated with the preparation of a Basis of Design Report, which defined the transmission main (TM) sizing based on hydraulic analyses, the TM route/alignment including property requirements, TM design considerations including connections to the Preymore meter station, a new meter station serving the 24-inch main on Clark Road, and the permitting, schedule and anticipated costs of the project.

Work Order No. 2 describes the scope of work, schedule of completion and compensation associated with the design, permitting and bidding services for the Preymore/Clark Interconnect (Regional Loop Phase 3B) and authorizes King to provide design, permitting and bidding services for the new 48-inch 27,600 LF transmission main and associated appurtenances and meter assembly.

Work Order No. 2 also includes the preparation of a Basis of Design Report for a water storage and pump station facility. The Basis of Design Report aims to define the components and sizing requirements for a facility to be located at the intersection of Fruitville and Lorraine Roads.

SCOPE OF WORK

1. Project Coordination

- 1.1. Prepare a project specific Project Management Plan (PMP) establishing team members and responsibilities, lines of communication, project delivery schedules and project budgets.
- 1.2. Prepare and administer subconsultant subcontracts.
- 1.3. Coordinate the activities of the Consultant's staff and subconsultants with those of the Authority and administer communications among the project team members and with the Authority's staff.
- 1.4. Prepare for and attend up to 16 meetings during the course of the work as necessary. Prepare

and distribute meeting minutes.

- 1.5. Maintain and update monthly project schedules and status reports.
- 1.6. Administer a quality assurance program covering the technical work of the project team.
- 1.7. Attend Authority Board meetings.

2. Final Design

2.1. Soils/Geotechnical Investigations

2.1.1. Conduct a program of Standard Penetration Test (SPT) borings as follows:

2.1.1.1. Along the alignment of the TM extending to a depth of 15 feet to provide information below the bottom of the pipe for assessment of excavation shoring and dewatering requirements. In general, exploratory borings will be conducted on a spacing not exceeding 500 feet (total of 56 SPT borings). The purpose of these borings would be to define the potential plan limits of unsuitable material detected.

2.1.1.2. Two (2) SPT borings to a depth of 25 feet below grade will be performed at each end of four (4) proposed special pipeline crossing locations (total of 8 SPTs), one at the jacking station and one at the receiving station.

2.1.2. A laboratory testing program will be conducted on core samples secured in the field studies. Laboratory tests will include grain-size analyses and Atterberg limits determinations together with organic content tests on selected specimens. Suitability of soil excavated for use as backfill will be evaluated and standard penetration resistance data will also be developed to aid in assessing the strength and compressibility characteristics of the subsurface soils.

2.1.3. The results of the field and laboratory studies will be included in a geotechnical report encompassing a presentation and discussion of the following:

- Logs of the exploratory borings;
- Results of laboratory tests;
- Discussion of subsurface soil and groundwater conditions, including an estimate of the normal seasonal high groundwater level;
- Recommendations for subgrade preparation for pipeline support;
- Suitability of excavated soils for use as backfill;
- General recommendations for construction control of groundwater;
- Recommended earth pressure parameters for design of earth retaining structures;
- Geotechnical construction considerations;
- Geotechnical considerations relative to Jack and Bore construction.

2.2. Corrosion Control Study

2.2.1. Conduct a risk-based corrosion control needs assessment including:

- Background information gathering and review.
 - Laboratory evaluations to determine soil corrosivity indicators, and field investigations for possible stray current influences that can affect pipe corrosion rates.
 - AC interference evaluation to determine if additional mitigation steps are warranted.
 - Interviews to gather additional site-specific information to assist in formulating the corrosion control measures.
 - Data compression and analyses.
 - Prepare corrosion control needs assessment summary report with recommendations.
- 2.2.2. Prepare project specifications, details and opinion of probable cost for recommended corrosion control measures.

2.3. Subsurface Utility Engineering and Utility Coordination

- 2.3.1. Designate (SUE Level B) the horizontal position of all known utilities 10-feet on each side of the proposed pipeline route.
- 2.3.2. Locate (SUE Level A) through verification test holes in fifteen (15) locations to identify the size and depth of existing utilities suspected of being in conflict with the proposed pipeline.
- 2.3.3. Utility Coordination – Coordinate with other utilities along the pipeline route to determine locations of existing facilities, potential conflicts and relocation requirements. Plans of the proposed pipeline alignment will be sent to utility companies identified via Sunshine One Call of Florida. Utilities will be requested to locate and draw their facilities on the plans or note “no conflicts” and return a copy to Consultant. This information will be combined with above ground visible data and SUE information to determine the locations of existing facilities and potential conflicts.

2.4. Ecological Services

- 2.4.1. Preliminary Listed Species Assessment – Conduct pedestrian transects along the pipeline route and within the proposed meter assembly site to identify the conspicuous occurrence or potential occurrence of wildlife species considered to be endangered, threatened, or species of special concern as listed by the Florida Fish and Wildlife Conservation Commission (FWC) and/or the U.S. Fish and Wildlife Service (USFWS). Web-based data searches will be performed on FWC wildlife observation records, Bald Eagle nesting site locations and Florida Breeding Bird Atlas. The approximate location of listed species observed in the field and/or detected in the desktop searches will be noted on an aerial photograph depicting the site. Onsite habitat types will be characterized and mapped in accordance with the Florida Land Use Cover and Forms Classification System. The methods and results of the field effort will be summarized in a letter report format. Population estimates, species-specific surveys, incidental take or other wildlife conservation permitting are specifically excluded from this task.
- 2.4.2. State Wetland Jurisdictional Determination – Field stake/flag the approximate limits of state jurisdictional wetlands along the pipeline route and within the proposed meter assembly site prior to agency field visits, schedule a field visit with the Florida

Department of Environmental Protection (FDEP) and accompany an agency representative to obtain their concurrence of the established wetland limits. The US Army Corps of Engineers (USACE) will not typically confirm federal wetland jurisdiction in the field prior to permitting. The state JD will be used to initiate federal permitting and it is assumed that the USACE accept the FDEP JD lines.

- 2.4.3. Federal Wetland Jurisdictional Determination Forms – USACE wetland data and jurisdictional determination forms (AKA Rapanos forms) will be completed and forwarded to the USACE to facilitate their review.
- 2.4.4. Gopher Tortoise Burrow Survey and Population Estimate – Along the pipeline corridor, Consultant’s environmental scientists will conduct a series of linear, pedestrian transects to achieve 100% survey coverage of upland habitat in accordance with Florida Fish and Wildlife Conservation Commission (FWC) Gopher Tortoise Survey Guidelines. The purpose of this field effort will be to identify gopher tortoise burrows within the proposed pipeline construction areas and within 25-feet of the project limits. To determine an accurate estimate of the gopher tortoise population, gopher tortoise burrows encountered during the survey will be classified as active, inactive, or abandoned pursuant to standard FWC criteria and will be tabulated and horizontally located using a handheld Global Positioning System device. This field effort may be used as the basis for future gopher tortoise permit coordination with the FWC. Gopher tortoise burrow surveys are only valid for 90-days and an additional survey will be required at least 90-days prior to construction. Contract deliverables will include a letter report detailing the results of the field effort and a map denoting the location of potentially occupied gopher tortoise burrows. The results of this investigation will be used to prepare the necessary permit application to be submitted to the FWC, if required.

2.5. Surveying

- 2.5.1. Perform topographic survey and mapping including:
 - 1-foot contour intervals, and horizontal locations of the corridor centerline, creek crossings, existing structures, trees 5-inches in diameter and greater, toe of slopes, and all surface structures including manholes, pedestals/control boxes and valves, poles, signs and indicators of underground utilities.
 - Determine site elevations at grade breaks, at changes in direction on curbing/paving along cross sections spaced at 100 foot intervals and intermediate locations within an 85-foot wide survey limit.
- 2.5.2. Concurrent with topographic surveying, survey the staked/flagged, and FDEP verified, wetland jurisdictional line points.
- 2.5.3. Prepare sketch and legal descriptions for easements including permanent utility (one), temporary construction (one), and permanent access easements.
- 2.5.4. Locate geotechnical test borings.

2.6. Pipeline Easement Acquisition Services – Consultant will coordinate with subconsultants to provide easement acquisition services to assist the Authority with obtaining a single 30-foot

wide utility easement for the proposed meter station. The meter station will be located within an existing 100-foot wide ingress/egress easement previously granted to a private owner. This effort will include:

2.6.1. Voluntary Acquisition

- Title Search. Upon Notice to Proceed, coordinate and obtain 75-year Title Search with chain of title documents.
- Agent's Price Estimate (APE). After receipt of Title Search, prepare Agent's Price Estimate. This valuation tool will be used to assist in voluntary negotiations.
- Negotiations. Negotiations will be provided with up to five (5) personal, written, or oral contacts with an owner and/or their representative. If acquisition is obtained, proceed with tasks 2.6.3 and 2.6.4. If an agreement is not obtained after these five contacts, approval will be sought from the Authority to proceed with acquisition under the threat of condemnation, as outlined in Section 2.6.2.

2.6.2. Acquisition Under Threat of Condemnation

- Title Update. Upon Notice to Proceed with acquisition under threat of condemnation, coordinate and obtain Title Update based on previously obtained Title Search. If no Title Search previously obtained, a 75-year Title Search, including chain of title documents, will be obtained.
- Appraisal. Obtain and provide quality assurance review of real property appraisals for use in negotiations. Appraisal reports will be completed in accordance with the Uniform Standards of Professional Appraisal Practice (USPAP) Standards Rule 2-2(b) as Eminent Domain-ready appraisals.
- Notice to Owner / Business Owner. Prepare and deliver property and business owner notification packages in accordance with Chapter 73, Florida Statute.
- Presentation of Offer / Initiation of Negotiation. Prepare offer package and personal presentation, if possible. If an owner is not local or unable to meet with the agent, offer packages may be sent via certified or priority (with signature confirmation) mail service in order to obtain documentation for receipt of the package in accordance with F.S. Chapter 73, 74 and 337.
- Negotiations. Negotiations including up to five (5) personal, written, or oral contacts with an owner and/or their representative. If an agreement is not obtained after these five contacts, approval will be sought from Authority to submit a suit information package.
- Suit Information Package Preparation. Preparing suit information packages as needed including, but not limited to, an updated title and appraisal report, a list of owners and encumbrances with verified service and contact information, Secretary of State corporate information, summary of negotiations, copies of all contacts and correspondence, and any other pertinent documentation.

- Agreement and Settlement Justification. Preparation of all agreements, easements, and documents necessary to complete the transaction. Providing written contacts for conversations and meetings with owners, their representatives, tenants, or any entity involved with the transaction. Submitting an agreement package, including a recommendation/ justification for settlement, for approval by Authority Board of Directors.
- 2.6.3. Document Preparation, Closing, Recording. Prepare property right conveyance documents, request checks necessary for the closing, and coordinate / conduct all closing activities. Record executed documents with official records, as necessary. Obtain receipts for reimbursable ancillary costs associated with closing (e.g. Document stamps, recording fees, etc.) which shall be a pass-thru expense to the Authority.
- 2.6.4. File Retirement. Provide completed parcel files for each parcel, including any remaining original documentation not previously submitted to Authority.
- 2.7. Engineering Evaluations** – Consultant will perform the following engineering evaluations, including:
- 2.7.1. Update Hydraulic Model – Evaluate whether a 48-inch diameter pipeline is needed to be extended all the way to SR 72, or if a smaller main can be used and still meet flow and pressure requirements for delivery of water to Sarasota County’s PS 5 and the future storage tank at the terminus of the Phase 3C TM. Incorporate final alignment and all fittings, valves and appurtenances into the model and submit to the Authority.
- 2.7.2. Hydraulic Transient Analysis – Develop a dynamic transient model of the Phase 3A Pump Station and the Phase 3A and 3B pipelines using Bentley Hammer software and evaluation various water hammer scenarios, including pump station power failure and instantaneous valve closure. Identify alternative solutions to reduce surge pressures to reasonable levels, such as air and vacuum valves, surge anticipator valves and others, and provide recommendations to the form of a brief letter report. Incorporate approved surge control measures into the plans and specifications.
- 2.7.3. Evaluate Alternative Construction Methods for Special Crossings – For each of the four (4) special crossings that the Phase 3B TM must traverse, identify and evaluate the cost, construction, operation and maintenance of a minimum of two (2) alternative means of crossing the pipeline/structure. Prepare a report addressing with recommendations for each crossing.
- 2.7.4. Pipe Wall Thickness Design – Finalize pipe design criteria for internal pressures and external loads and prepare a letter report with recommendations for both steel and ductile iron pipe.
- 2.7.5. Locate Pipeline Appurtenances – Depict the preferred locations of pipeline appurtenances, including line valves, ARVs, blow-offs and access manholes on a scaled vertical profile of the pipeline. Adjust appurtenance location and pipeline profile based on horizontal features such as ditches, special crossings and similar surface features in order to properly locate the appurtenance.
- 2.7.6. Evaluate Alternative Disinfection Procedures – In light of the 2014 revisions to AWWA C- 651, an evaluation will be made of the alternative procedures available for disinfecting

large diameter water mains, including cleaning/flushing, chlorine contact and dechlorination. Recommendations will be provided in a startup plan that also considers disposal of flushing water.

2.8. Final Plans and Specifications – Prepare final construction plans and final project manuals ready for bid. Design will be in accordance with the Basis of Design Report approved by the Authority.

2.8.1. Drawings - Prepare 24" x 36" pipeline plan and profile drawings using a scale of 1"=40' horizontal and 1"=4' vertical. Plans will be developed with Google Earth-based background images and topographic ground survey data. Drawings will be prepared in AutoCAD using Consultant's AutoCAD standards. Based on a pipeline length of ±27,600 LF, it is assumed that 40 plan and profile sheets will be prepared. In general, the drawing set will include the following sheets:

- Cover
- Index of Sheets
- Abbreviations and Legend
- General Notes
- Stormwater Pollution Prevention Plan
- Overall Wetland Impact Plan/Special Purpose Survey
- Overall Easement and Land Ownership Plan
- Overall Pipeline Route, Valve, Blowoff, Air Relief and Accessway Plan
- Key Map
- Pipeline Plan and Profile Sheets (±40 sheets)
- Pipeline Alignment and Special Sections (±4 sheets)
- Special Crossing Plans and Sections (±2 sheets)
- Preymore Connection Plans and Sections (1 sheet)
- Clark Road Meter Station Plan, Sections and Details (1 sheet)
- Flushing Plans and Details (1 sheet)
- Wetland Impact Table and Restoration Details (1 sheet)
- Erosion and Sedimentation Control (1 sheet)
- Corrosion Controls Plan and Details (1 sheet)
- Miscellaneous Details (±5 sheets)
- Flow and Process Control and Instrumentation Diagrams (1 sheet)
- Remote Telemetry Network Diagram (1 sheet)
- Electrical Symbol Legend (1 sheet)
- Clark Road Meter Station Electrical (1 sheet)
- Maintenance of Traffic Plans (2 sheets)

2.8.2. Project Specifications Manual – Prepare a project specifications manual consisting of:

- The Authority's standard "front end documents" modified for the specific requirements of this project and the unit price/lump sum bid form;
- General Requirements, including sequence of construction/restrictions and measurement and payment; and,
- Technical specifications in Divisions 2-16 prepared in Construction Specifications Institute format.

2.9. Site Visits – Visit the project site up to 5 times and drive/walk the pipeline route to confirm drawing background data, and address problem areas.

2.10. Design Review – Drawings, the Project Manual (Specs) and construction cost estimates will be submitted for review at the following milestones:

2.10.1. Completion milestone 60 percent

2.10.2. Completion milestone 90 percent

2.11. Opinions of Probable Construction Cost – Opinions of Probable Construction Cost will be developed for the 60%, 90% and Bid Document completeness levels. Opinions of Probable Construction Cost will correspond to a Class 2 estimate at the 60% level, and a Class 1 estimate at the 90% and Bid Documents levels of completion.

3. Permitting

3.1. Consultant will develop permit application packages for the following permits. It is assumed that the Authority will pay all application fees directly.

3.1.1. Florida Department of Environmental Protection (FDEP) Application for a Specific Permit to Construct PWS Components (Domestic Water Permit);

3.1.2. FDEP Individual or Standard General State-Wide Environmental Resource Permit (SWERP). This scope includes the additional wetland impact narrative including wetland impact characterization, wetland impact avoidance and minimization discussion and the completion of the environmental aspects/questions in the ERP application forms.

3.1.3. U.S. Army Corps of Engineers Individual or Nationwide 12 Permit. This scope includes the preparation and submittal of the permit application and supporting wetland impact justification narratives, 8½" x 11" exhibits, wetland impact summary tables and will be based on the State of Florida Wetland Jurisdictional limits. USACE Wetland Delineation Forms will also be prepared for the subject project. If needed, a field review will be conducted to verify the extent and character of specific water body types, including points of "break" for USACE jurisdiction, in accordance with recently issued USACE guidance documents. The completed Jurisdictional Delineation package will be submitted to the USACE as an attachment to the permit application for review and approval. Up to one (1) field visit will be conducted with USACE staff, to confirm the extent of onsite wetland jurisdiction. Also includes preparation of the required "Florida Effect Determination Key for the Wood Stork in Central and North Peninsular Florida". The Determination Key will also be submitted in support of the USACE permit application.

3.1.4. Florida Fish and Wildlife Commission Gopher Tortoise Relocation Permit. Should the gopher tortoise burrow survey effort document the presence of tortoise burrows within the construction areas, a permit application will be submitted to the FWC for the removal of tortoises from the construction areas. Includes attendance at a single site visit to verify the results of the survey as part of this scope of service. Permitting and relocation fees will be the responsibility of the Authority.

3.2. Attend one pre-application meeting for each of the permits listed above if required. Prepare

and distribute minutes.

3.3. Respond to up to two agency Requests for Additional Information.

3.4. In accordance with Chapter 62-345 (F.A.C.), the Uniform Mitigation Assessment Method (UMAM) requires that functional assessments be conducted for all proposed wetland impact and mitigation areas. A wetland impact could be considered any area that is converted from one type to another via the construction of the project (e.g., forested wetland converted to marsh wetland, marsh wetland converted to open water, etc.). Based on the preliminary alignment for the transmission main, it is possible that some potential wetland impact areas may be considered by the FDEP as having forested cover and, if these areas are not replanted, could constitute a wetland impact from the perspective of the FDEP. Potential wetland impact areas are not known at this time, however, for the purpose of this proposal, it is assumed that a UMAM functional analysis will be performed for wetland impact locations associated with the project. Environmental Scientists will perform a wetland functional assessment of predevelopment wetland condition and anticipated post-development condition for each of the proposed impact and mitigation areas, using the UMAM procedure. The reporting of the UMAM analysis will be in conjunction with the ERP and/or Corps application submittal(s). Should mitigation be required, Environmental Scientists will prepare a mitigation plan for the project. Mitigation is likely to be accomplished through the purchase of mitigation bank credits. The cost of mitigation bank credits or any proposed mitigation will be the responsibility of the Authority and is not included in the fee.

3.5. Sarasota County Site and Development Review.

4. Bid and Award Services

4.1. Advertisement and Distribution of Bidding Documents

- 4.1.1. Reproduce and deliver to the Authority complete sets of the bidding documents as advertised and all addenda at time of availability.
- 4.1.2. Prepare a Request for Proposals notice in the form specified by the Authority.
- 4.1.3. Establish prices for payment by bidders to cover reproduction costs for complete sets of bidding documents and an additional payment per set to cover delivery cost if bidding documents are to be delivered. The payments by bidders for obtaining bidding documents are to serve as complete compensation to Consultant for Consultant's costs in reproducing and distribution of bidding documents and addenda. Bidders shall make payment for the purchase of bidding documents directly to Consultant.
- 4.1.4. Provide sets of bidding documents to pre-qualified prospective bidders for review and/or purchase in accordance with the Request for Proposals.

4.2. Addenda – Prepare and deliver up to two written addenda to the Authority and to persons who have requested or obtained bidding documents and have furnished Consultant an address for such purposes.

4.3. Pre-Bid Conference and Site Tour – Prepare procedures and agenda for review with the Authority at least two weeks prior to the pre-bid conference and site tour, conduct the pre-bid conference and site tour, take an attendance list, and take notes of issues of importance which

may require response by addenda.

4.4. Bidders Inquiries

- 4.4.1. Make available to prospective bidders, for review and purchase, copies of reports of investigations and tests, drawings of physical conditions in or relating to existing conditions, and information and data for underground facilities that have been generated or produced during the design phase of the project.
- 4.4.2. Receive, label, and file written and oral inquiries received during the bidding phase, notify the Authority and provide a proposed written response.
- 4.4.3. Advise the Authority whenever the interpretation, clarification of, or modification to the bidding documents is in question.

4.5. Bid Opening and Evaluation

- 4.5.1. Attend the bid opening and prepare a preliminary tabulation sheet as bids are announced.
- 4.5.2. Advise the Authority as to whether the apparent low proposal is in compliance with the Instruction to Bidders and complies with technical aspects of bidding requirements.
- 4.5.3. Evaluate the low bidder's submittal in accordance with the Authority's procurement policy; evaluate the second and third lowest bids if the low bid is found to be noncompliant with the bidding requirements.
- 4.5.4. At the direction of the Authority, notify the apparent low bidder if their proposal is found to require corrections or additional information in accordance with the Instruction to Bidders or other technical bidding requirement and advise the Authority prior to notifying the apparent low bidder to submit additional information as required.
- 4.5.5. Prepare a written evaluation report (including a certified bid tabulation) and transmit copies of the same to the Authority and attend the Authority's Board Meeting to recommend the award of the contract to the lowest responsive and responsible bidder, or to recommend rebidding the project.

4.6. Award of Contract

- 4.6.1. Prepare a Notice of Award package in accordance with the Instruction to Bidders and transmit to the Authority for delivery to the lowest responsive and responsible bidder.
- 4.6.2. Prepare for and attend a pre-award conference with the Authority and the lowest responsive and responsible bidder.
- 4.6.3. Prepare and include in the Notice of Award package sets of the conformed contract documents for execution to include pertinent and required documentation by the contracting parties.

- 5. **Pump Station Preliminary Engineering** – Consultant will develop an amendment to the Phase 3B Basis of Design Report describing the design criteria for a proposed 20 MGD storage and

pumping facility to be located on an undetermined site near the intersection of the Phase 3C and Phase 3D pipelines.

5.1 Project Coordination

- 5.1.1 Prepare a project specific Project Management Plan (PMP) establishing team members and responsibilities, lines of communication, project delivery schedules and project budgets.
- 5.1.2 General project management including coordinating the activities of the Engineers' staff with the Authority's staff and developing and administering a framework of communications among the project team members and with the Authority's staff.
- 5.1.3 Prepare for, attend, conduct, and provide meeting minutes for the following meetings:
 - Design criteria meeting with the Authority to discuss and agree upon specific design elements;
 - Coordination meeting with Sarasota County to discuss/verify the specific design elements established with the Authority and to determine their specific project requirements.
- 5.1.4 Administer a quality assurance program covering the technical work of the project team.

5.2 Preliminary Engineering Evaluations

- 5.2.1 Prepare process flow diagrams for the storage and pumping facilities at the following operational scenarios:
 - Interim operation – Phase 3D pipeline source of supply
 - Long-term operation – Phase 3C and 3D source of supply
 - Consideration of in-line boosting operation
 - Operation as a peaking facility
- 5.2.2 Determine preliminary pumping requirements including evaluating alternative pumping equipment configurations.
- 5.2.3 Storage Facility – Determine storage facility requirements including influent metering and level control valves, overflow and discharge piping.
- 5.2.4 Chemical Facilities – Identify required treatment facilities. It is anticipated that chemical facilities will be required for control of disinfectant residuals and/or corrosion, consisting of storage and feed systems for chlorine, ammonia, and a corrosion inhibitor.

Perform preliminary calculations to determine chemical dosing requirements, size feed pumps and establish required storage capacities. Prepare chemical process flow diagrams showing the flow of chemicals and equipment required.

- 5.2.5 Instrumentation and Controls – Prepare a proposed process and instrumentation diagram (P&ID) showing recommended process instruments, local control stations and remote telemetry. The control scheme will be coordinated with the Authority and Sarasota County operations staff.
 - 5.2.6 Electrical - Determine electrical power needs and sources and identify space requirements for on-site transformers. Prepare a one line diagram of the power distribution system, including an automatic transfer switch and diesel motor driven standby generator.
 - 5.2.7 Building Requirements – Identify code requirements and requirements for functionality, modular/integrated facility, room space/finish, exterior/roof finish criteria.
 - 5.2.8 Civil – Identify requirements for storm water management and on-site utilities, including provisions for wastewater collection and disposal. Address provisions for site security.
- 5.3 Preliminary Engineering Report
- 5.3.1 Describe design criteria established under Task 5.2.
 - 5.3.1 Permitting Requirements - Summarize regulatory and County approval requirements and identify the required data to be submitted along with the anticipated time required to obtain each permit.
 - 5.3.2 Implementation Schedule - Develop an implementation schedule estimating the durations and sequence of events for completing design, permitting and construction of the project.
 - 5.3.2 Preliminary Cost Estimates – Prepare a budgetary construction cost estimate.
 - 5.3.3 Prepare Preliminary Engineering Report
 - Submit for review ten (10) copies of a draft Preliminary Engineering Report, including suitable graphics.
 - Attend meetings to review the draft Preliminary Engineering Report with Authority and Customer staff.
 - Submit for review, fifteen (15) copies of the final Preliminary Engineering Report, including suitable graphics.
 - Develop a short PowerPoint presentation and present the Preliminary Engineering Report to the Authority Board for acceptance.
6. **Contingency** – An Owner’s allowance is included for the use by the Authority for unforeseen work, to be used only with prior written authority.

DELIVERABLES

The Consultant will furnish to the Authority deliverables as outlined in Exhibit A.

COMPENSATION

The Authority agrees to compensate the Consultant for Work Order No. 2 on a Lump Sum and Time & Material basis as set forth in Exhibit B.

SCHEDULE OF COMPLETION

The Consultant will complete Work Order No. 2 within seven hundred (700) calendar days (23 months) from the date of the Notice to Proceed. See Schedule attached in Exhibit C.

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

WITNESS:

PEACE RIVER MANASOTA REGIONAL
WATER SUPPLY AUTHORITY

_____ By: _____
Patrick J. Lehman, P.E.
Executive Director

WITNESS:

KING ENGINEERING ASSOCIATES, INC.

_____ By: _____
Christopher F. Kuzler, P.E.
Sr. Vice President

APPROVED AS TO FORM:

Douglas P. Manson
General Counsel for Authority

**REGIONAL INTEGRATED LOOP SYSTEM
PHASE 3B REGIONAL INTERCONNECT PROJECT
[Preymore to SR 72]**

WORK ORDER NO. 2

**Exhibit A
Deliverables**

Task	Description/Title	Copies
1.4	Meeting Minutes	Varies
1.5	Monthly Status Reports and Schedule Updates	2
2.1.3	Geotechnical Report	2
2.2.1	Corrosion Control Needs Assessment Summary Report	2
2.2.2	Project Specs, Details, Cost Estimate for Corrosion Control Measures	2
2.4.1	Preliminary Listed Species Assessment	2
2.4.4	Gopher Tortoise Survey Report	2
2.5.1	Topographic Survey	2
2.5.3	Easement Sketch and Legal Descriptions	3
2.6.3 and 2.6.4	Property Closing, Recording File Retirement	As required
2.7.1	Hydraulic Model	2
2.7.2	Hydraulic Transient Analysis	2
2.7.3	Alternative Construction Methods for Special Crossings	2
2.7.4	Wall Thickness Recommendations	2
2.7.6	Disinfection Procedures Recommendations/Start-up Plan	2
2.10 and 2.11	60% Drawings, Specifications and Cost Estimate	4
2.10 and 2.11	90% Drawings, Specifications and Cost Estimate	4
3.1	Submitted Permit Application Packages	1
3.2	Pre-application Meeting Minutes	1
3.3	Submit responses to agency RAIs	1
4.1.1	Signed and Sealed Bid Documents (full size)	12
4.1.1	Specification Manual (reproducible original)	1
4.1.1	CD ROM with Bid Document (electronic files)	1
4.1.1	Final Cost Estimate	1
4.2	Addenda	12
4.3	Pre-Bid Conference Agenda and Minutes	1
4.5.5	Recommendation of Award	1
4.6.1	Notice of Award Package	1
4.6.3	Conformed Contract Documents (Full Size)	6
4.6.3	CD ROM of Conformed Documents (Electronic Files)	1
5.3.3	Draft Pump Station Preliminary Engineering Report	10
5.3.3	Final Pump Station Preliminary Engineering Report	15
5.3.3	Presentation of Pump Station Report to Board	1

**REGIONAL INTEGRATED LOOP SYSTEM
PHASE 3B REGIONAL INTERCONNECT PROJECT
[Preymore to SR 72]**

WORK ORDER NO. 2

**Exhibit B
Compensation**

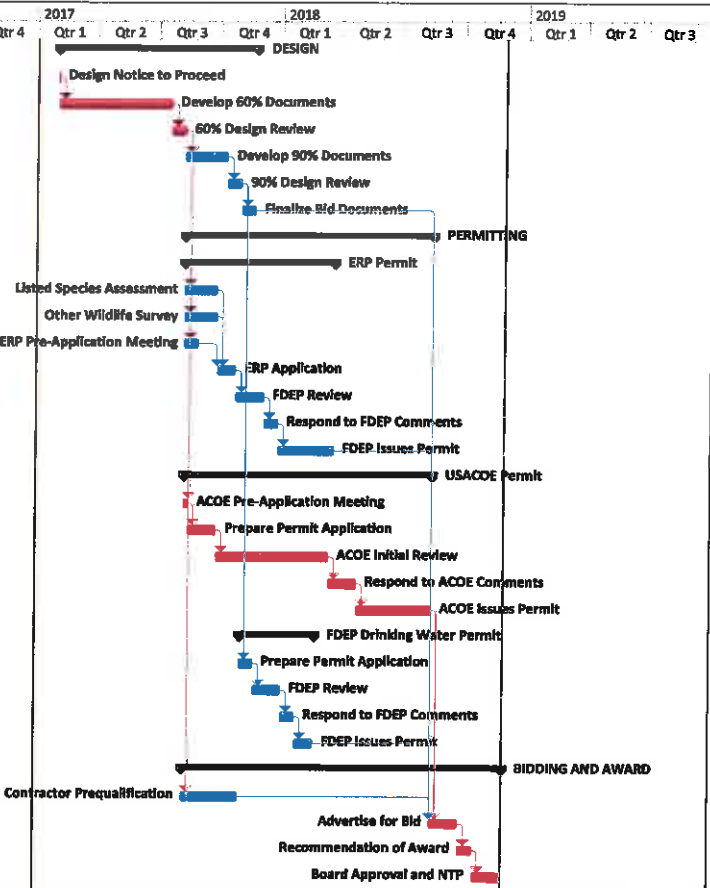
The Authority agrees to compensate the Consultant for Work Order No. 2 in accordance with the following schedule. Progress payments shall be due and payable monthly. Lump sum fee monthly progress payment is to be in proportion to the percentage of engineering work approved and accepted by the Authority, in writing, based on the lump sum fees as set forth in table below. Time and materials fee monthly progress payment is to reflect, in writing, the description of the quantity of work performed, the positions or classifications who performed the work, the applicable hourly rates of the Consultant as approved and attached to the Agreement for Professional Services between the Authority and the Consultant, and the amount of task fee remaining.

The compensation shown in table below is not to be exceeded without prior written approval of the Authority.

TASK	DESCRIPTION	FEE	TYPE
1	Project Coordination	\$121,364	Lump Sum
2	Final Design Services	\$469,704	Lump Sum
2	Final Design Services	\$229,233	Time and Materials
3	Permitting	\$2,748	Lump Sum
3	Permitting	\$92,555	Time and Materials
4	Bid Phase Services	\$41,143	Lump Sum
5	Pump Station	\$83,644	Lump Sum
6	Contingency Allowance	\$50,000	As Required
TOTAL WORK ORDER NO. 2		\$1,090,391	

The Authority's Executive Director is authorized to adjust task item amounts and reallocate funds between tasks if such adjustment does not result in an increase to the total fee. The above budgeted task amounts are not to be exceeded without prior written approval of reallocation of funds between tasks by the Authority's Executive Director or amendment of this Agreement by the Authority.

ID	Task Name	Duration	Start	Finish	2017	2018	2019						
					Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3
1	DESIGN	211 days	Wed 2/1/17	Wed 11/22/17									
2	Design Notice to Proceed	1 day	Wed 2/1/17	Wed 2/1/17									
3	Develop 60% Documents	120 days	Thu 2/2/17	Wed 7/19/17									
4	60% Design Review	15 days	Thu 7/20/17	Wed 8/9/17									
5	Develop 90% Documents	45 days	Thu 8/10/17	Wed 10/11/17									
6	90% Design Review	15 days	Thu 10/12/17	Wed 11/1/17									
7	Finalize Bid Documents	15 days	Thu 11/2/17	Wed 11/22/17									
8	PERMITTING	265 days	Thu 8/10/17	Wed 8/15/18									
9	ERP Permit	160 days	Thu 8/10/17	Wed 3/21/18									
10	Listed Species Assessment	35 days	Thu 8/10/17	Wed 9/27/17									
11	Other Wildlife Survey	35 days	Thu 8/10/17	Wed 9/27/17									
12	ERP Pre-Application Meeting	15 days	Thu 8/10/17	Wed 8/30/17									
13	ERP Application	20 days	Thu 9/28/17	Wed 10/25/17									
14	FDEP Review	30 days	Thu 10/26/17	Wed 12/6/17									
15	Respond to FDEP Comments	15 days	Thu 12/7/17	Wed 12/27/17									
16	FDEP Issues Permit	60 days	Thu 12/28/17	Wed 3/21/18									
17	USACOE Permit	265 days	Thu 8/10/17	Wed 8/15/18									
18	ACOE Pre-Application Meeting	5 days	Thu 8/10/17	Wed 8/16/17									
19	Prepare Permit Application	30 days	Thu 8/17/17	Wed 9/27/17									
20	ACOE Initial Review	120 days	Thu 9/28/17	Wed 3/14/18									
21	Respond to ACOE Comments	30 days	Thu 3/15/18	Wed 4/25/18									
22	ACOE Issues Permit	80 days	Thu 4/26/18	Wed 8/15/18									
23	FDEP Drinking Water Permit	80 days	Thu 11/2/17	Wed 2/21/18									
24	Prepare Permit Application	15 days	Thu 11/2/17	Wed 11/22/17									
25	FDEP Review	30 days	Thu 11/23/17	Wed 1/3/18									
26	Respond to FDEP Comments	15 days	Thu 1/4/18	Wed 1/24/18									
27	FDEP Issues Permit	20 days	Thu 1/25/18	Wed 2/21/18									
28	BIDDING AND AWARD	340 days	Thu 8/10/17	Wed 11/28/18									
29	Contractor Prequalification	60 days	Thu 8/10/17	Wed 11/1/17									
30	Advertise for Bid	30 days	Thu 8/16/18	Wed 9/26/18									
31	Recommendation of Award	15 days	Thu 9/27/18	Wed 10/17/18									
32	Board Approval and NTP	30 days	Thu 10/18/18	Wed 11/28/18									



Project: Peace River Phase 3B Des Date: Thu 1/5/17	Task		External Tasks		Manual Task		Finish-only	
	Split		External Milestone		Duration-only		Deadline	
	Milestone		Inactive Task		Manual Summary Rollup		Critical	
	Summary		Inactive Milestone		Manual Summary		Critical Split	
	Project Summary		Inactive Summary		Start-only		Progress	

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
February 1, 2017**

**REGULAR AGENDA
ITEM 5**

Strategic Plan Implementation Process

Presenter -

John Shearer, Shearer Consulting

Recommended Action -

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

John Shearer is facilitating the Strategic Plan Implementation Process with the Administrators and Utility staffs. At the Authority's Board meeting on December 7, 2016, Mr. Shearer presented the draft strategic plan goals and objectives (implementation plan). He will review the draft implementation plan and suggested edit received at the last Board meeting and discuss timeframe for completion.

Attachments:

- Tab A Strategic Plan for Peace River Manasota Regional Water Supply Authority [October 15, 2014]
- Tab B Strategic Plan Goals and Objectives

TAB A
Strategic Plan for Peace River Manasota Regional Water Supply Authority
[October 15, 2014]

Strategic Plan for Peace River Manasota Regional Water Supply Authority

October 15, 2014

Overview

The Peace River Manasota Regional Water Supply Authority is a regional water supply authority that provides wholesale drinking water to its member counties and the City of North Port supporting the region's economy and quality of life.

The Authority is an independent special district created and existing pursuant to Florida Statutes and interlocal agreement between Charlotte, DeSoto, Manatee and Sarasota Counties. The boundaries of the Authority consist of all of DeSoto, Manatee and Sarasota Counties and those parts of Charlotte County which are under the jurisdiction of the Southwest Florida Water Management District. The Board of Directors is vested with all the powers of the Authority.

Statutory Requirements

Pursuant to Section 373.713, Florida Statutes, the Authority shall design, construct, operate, and maintain facilities in locations and at the times necessary to ensure that an adequate water supply will be available to all citizens within the Authority. By statute, the Authority is to maximize the economic development of the water resources while supplying water in such a manner as will give priority to reducing adverse environmental effects.

Vision Statement

Through cooperation and collaboration the Authority and its members shall create and maintain a sustainable, interconnected regional water supply system.

Mission

The mission of the Authority is to provide the region with a sufficient, high-quality, safe drinking water supply that is reliable, sustainable and protective of our natural resources now and into the future.

Core Values

I. Cooperation

Maintaining a strong spirit of cooperation and addressing regional water supply needs through the leadership of the Authority and its member governments.

Unlike other areas of the state where conflict over water supplies has been intense and protracted, the four-county region of DeSoto, Manatee, Sarasota, and Charlotte Counties has avoided "water wars" by maintaining a strong spirit of cooperation and addressing regional water supply needs through the regional partnership of the Peace River Manasota Regional Water Supply Authority and its members.

II. Collaboration

The Authority will seek to develop a significant, constructive role for all local governments in regional water supply planning and management.

The Authority has reached out to non-member local governments through the facilitation of the Water Alliance for communicating and collaborating with all water providers in the region. The

Authority will continue to develop a constructive role for non-member local governments in regional water-supply planning and management.

III. Regionalization

The long-term aim of the Authority is to forge a system that is environmentally sensitive and sustainable, highly interconnected, diversified and affordable.

The Authority will continue to expand the regional water-supply system to meet projected demand by undertaking projects that yield mutual benefits for its member counties and customers and maximization of economic development of the water resources within the region. The long-term aim is to forge a system that is environmentally sensitive and sustainable, highly interconnected, diversified, and affordable. In striving to achieve this vision, the Authority will develop benchmarks for monitoring performance and measuring progress.

IV. Diversification

The Authority will work with its members and water providers in the region to further diversify supplies, integrate additional water supplies into the Authority's regional system, and protect and enhance water-dependent natural resources.

The Authority will work with its member counties, customers, and other water providers in the region to further diversify the region's water supplies, increase water conservation and wastewater reuse, interconnect facilities across the four-county region, and integrate additional water supplies into the Authority's regional system to support protection or enhance water dependent natural resources.

V. Financial Stability

The Authority will maintain financial policies to assure its financial stability while providing affordable water rates that are fair and equitable.

The Authority seeks to maintain policies to retain the highest possible credit ratings that can be achieved without compromising the mission of the Authority or its Customers and meeting all contractual obligations. The Authority will keep its rates as reasonable as possible while balancing costs with environmental and source-water protection and infrastructure needs. The Authority will actively seek funding from outside sources for projects to reduce costs to the residents of the region.

VI. Water Advocacy

The Authority will be a leader for water advocacy through participation in legislative water policy and environmental stewardship for water source, water supply and resource protection.

The Authority will actively engage in legislative and regulatory proceedings to promote environmental stewardship through science based regulation and water resource development and coordinate with respective agencies including the Florida Department of Environmental Protection and Southwest Florida Water Management District and with other water users.

Website: www.regionalwater.org

9415 Town Center Parkway
Lakewood Ranch, FL 34202
(941) 316-1776

TAB B
Strategic Plan Goals and Objectives

1-Regionalization & Diversification

- Mike Coates, Team Lead

Rev 11/18/2016

Goal: The long-term aim of the Authority is to forge a system that is environmentally sensitive and sustainable, highly interconnected, diversified & affordable.

Goal: The Authority will work with its members and water providers in the region to further diversify supplies, integrate additional water supplies into the Authority's Regional System, and protect and enhance water-dependent natural resources.

REGIONALIZATION & DIVERSIFICATION

Objectives

Objective 1-1 Develop a regional operational protocol for interconnected facilities that supports economical and sustainable use of resources, and emergency operation.

Initiative 1. Formalize Emergency Operational protocols in 2017.

Initiative 2. Establish an operational protocol for interoperability of the interconnected regional water facilities to optimize flexibility and rotational supply in 2019.

Objective 1-2 Develop a "regional program plan" for capital funding of future regional pipelines and sources with SWFWMD, including sub-regional interconnections and Regional Participation in sub-regional projects of regional significance.

Initiative 1. Develop a comprehensive 5-Year CIP in 2017.

Initiative 2. Develop a comprehensive 20-year CIP in 2017.

Initiative 3. Coordinate regional program plan with SWFWMD in 2018.

Objective 1-3 Interconnect all major supply facilities to the Regional Transmission System

Initiative 1. Establish processes for when new water supply is developed, how new supply projects are selected, and provide range of options for regional participation in 2017.

Initiative 2. Interconnect all existing major supply facilities to the Regional Transmission System by 2026.

Initiative 3. Interconnect all new major supply facilities to the Regional System as they are developed.

2- Financial Stability

- Ann Lee, Team Lead

Rev 11/18/2016

Goal: The long-term aim of the Authority is to forge a system that is environmentally sensitive and sustainable, highly interconnected, diversified & affordable.

FINANCIAL STABILITY

Objectives

Objective 2-1 Strengthen the Authority's bond credit rating to optimize interest rates on future debt refunding and new issuances.

- Initiative 1. Formulate strategy for future debt service coverage in 2018.
- Initiative 2. Review & optimize reserve funds targets in 2018.

Objective 2-2 Identify capital improvement funding needs, including, new connections to the regional system and regional pipelines for members and partners.

- Initiative 1. Prepare a 5 year capital improvement plan in 2017
- Initiative 2. Prepare a 20 year capital improvement plan in 2017

Objective 2-3 Establish contractual and financial policies that facilitate new connections for both supply from and delivery to the Regional System from Members and partners.

- Initiative 1. Establish standard financial delivery & receiving terms/requirements for water conveyed through the Regional System in 2018.
- Initiative 2. Establish terms for regional system connection and capacity fees in 2018.
- Initiative 3. Evaluate 2-year budgeting to support rate stability in 2017.

Objective 2-4 Investigate new funding sources and mechanisms outside of SWFWMD and state grants including the State Revolving Loans, WIFIA et. al. (ongoing)

- Initiative 1. Participate in state and federal legislative opportunities to create and provide a continuous source for funding of water infrastructure (ongoing).

Objective 2-5 Review Authority financial policies to ensure they support agency financial goals and modify as needed.

- Initiative 1. Perform comprehensive review of Master Water Supply Contract to ensure it meets the current & future needs of Authority Customers (2018 through 2019).
- Initiative 2. Establish a CIP reserve fund for non-R&R, "Uniform Rate" CIP Authority projects in 2018.

3- Cooperation & Collaboration

- Richard Anderson, Team Lead

Rev 11/18/2016

Goal: Maintaining a strong spirit of cooperation and addressing regional water supply needs through the leadership of the Authority and its member governments.

Goal: The Authority will seek to develop a significant, constructive role for all local governments in regional water supply planning and management.

COOPERATION & COLLABORATION

Objectives

Objective 3-1 Establish a mechanism for both Current Customer and Partner input into the water supply planning process.

Initiative 1. Working with Local Governments, identify projects of a regional nature that can be implemented using existing infrastructure between Authority, Members/Customers and Partners in 2018.

Initiative 2. Develop region-wide 'Program Plan' to optimize water quality consistency of current and future sources of supply through the Regional System in 2017.

Objective 3-2 Update Regional Water Supply Master Plan every 5-years or at greater frequency if conditions warrant (next scheduled update 2020).

Initiative 1. Complete an inventory of all existing reclaimed and storm water systems that have potential as future raw water sources in the region for inclusion in the next Regional Water Supply Plan Update in 2019.

Initiative 2. Develop a 'One Water' initiative in conjunction with Regional Water Supply Plan Update in 2019.

Initiative 3. Coordinate process for developing water demand projections on a regional basis with Customers, Partners and SWFWMD in 2019.

Objective 3-3 Enhance Short term and long-term relationships with all water suppliers in the Authority service area.

Initiative 1. Identify and seek to improve existing infrastructure that could be used cooperatively among Authority Customers and Partners to increase available water for delivery and exchange and maintain connections in readiness to serve status in 2018.

4- Water Advocacy

- Pat Lehman, Team Lead

Rev 11/18/2016

Goal: The Authority will be a leader for water advocacy through participation in legislative water policy and environmental stewardship for water source, water supply and resource protection.

WATER ADVOCACY

Objectives

Objective 4-1 Maintain an ongoing collaborative relationship with Customer government governing bodies and staff.

Initiative 1. Coordinate a list of water infrastructure needs to support legislative funding in 2017.

Initiative 2. Develop mechanisms for regional involvement/support on sub-regional projects of regional significance in 2019.

Objective 4-2 Provide a forum for partnership building with local governments, community organizations, business organizations and the public on water issues within the region.

Initiative 1. Identify key contacts and develop communications strategies in 2017.

Initiative 2. Promote the value of water to the public and business community to build understanding and support (ongoing).

Initiative 3. Host outreach initiatives including annual BBQ at Peace River Facility and water forum to engage local and state officials in water issues (ongoing).

Objective 4-3 Conduct routine annual surveys of Customers and Partners leadership to determine effectiveness of the Authority's communications and outreach programs.

Initiative 1. Develop survey to communicate to Customers and Partners in 2017.

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
February 1, 2017

REGULAR AGENDA
ITEM 6

Peace River Facility Water Use Permit Modification/Renewal

Presenter - Mike Coates, Deputy Director

Recommended Action - **Motion** to authorize staff to move forward with Application for Modification/Renewal of the Peace River Facility Water Use Permit (20010420) to Support Future Supply Development at the Peace River Facility and Improve Regional Operating Flexibility.

The Authority's Peace River Facility relies on water withdrawn from the Peace River, primarily during high flow conditions, to fill off-stream storage and support the drinking water needs of our Customers. The conditions and limits that govern our withdrawals from the river are established in a Water Use Permit (WUP) issued to the Authority by the Southwest Florida Water Management District. The WUP authorizes a "withdrawal schedule" based on flow conditions in the river at three U.S. Geological Survey gauges upstream of the Peace River Facility. When combined flow at the three upstream gages reaches the WUP trigger level the Authority is allowed to begin harvesting water at a specified percentage of the combined flow from the three upstream gauges.

While the current WUP withdrawal schedule supports the existing storage and treatment configuration, and customer contracted quantities, there are multiple future supplies and supply improvements planned at the Peace River site (and adjacent RV Griffin Reserve) that will rely on an increased harvest of water (above currently permitted quantities) from the Peace River. There is available quantity within the Minimum Flows and Levels established by SWFWMD for the Lower Peace River to safely harvest the additional quantities needed to support future capacity increase projects at this site. Staff will discuss modification/renewal of the current WUP to access water to support future regional supply projects at the Peace River Facility and improve the operational flexibility of the Regional System.

Attachments:



- Tab A Staff Presentation Materials
- Tab B Peace River Facility Water Use Permit

TAB A
Presentation Materials


Peace River Facility Water Use Permit Modification/Renewal

Regular Item 6
February 1, 2017



It's a Flood !



It's FLORIDA !

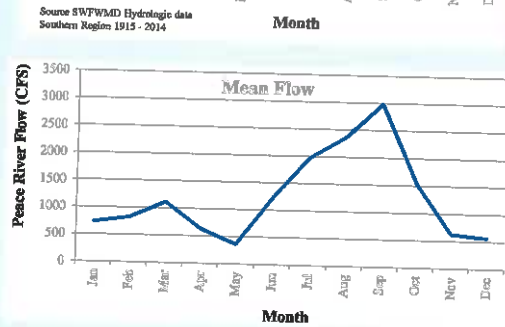
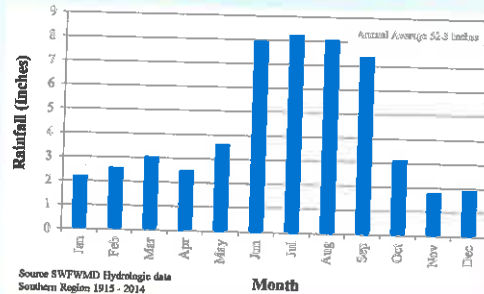


It's a Drought !



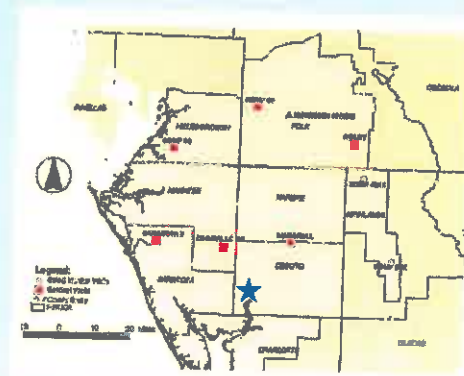
Opportunity in Annual Cycle

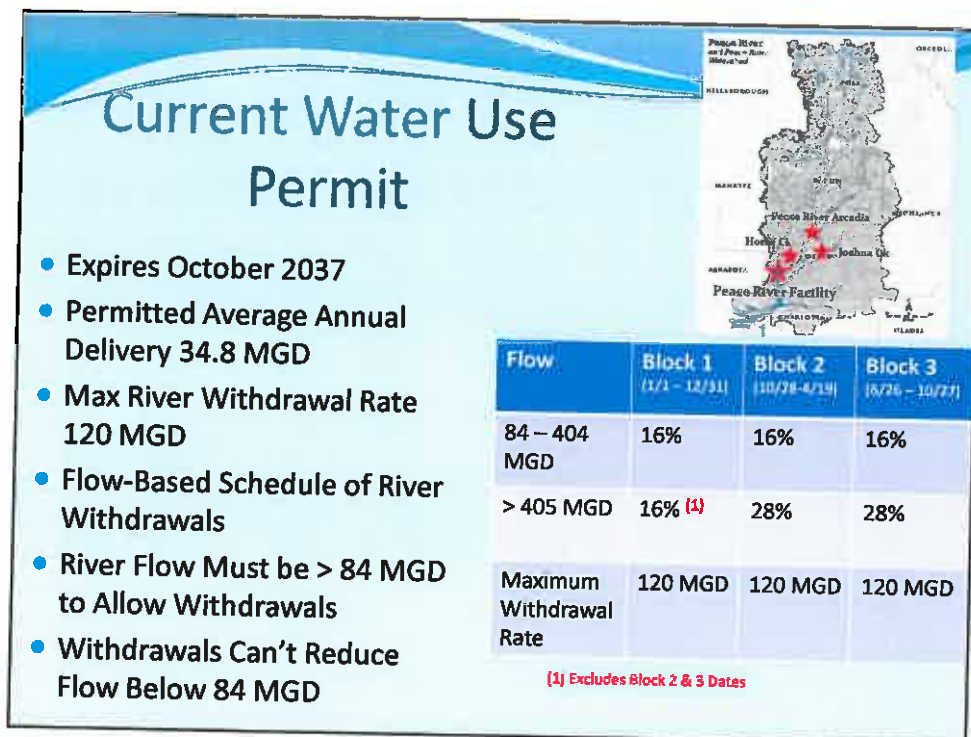
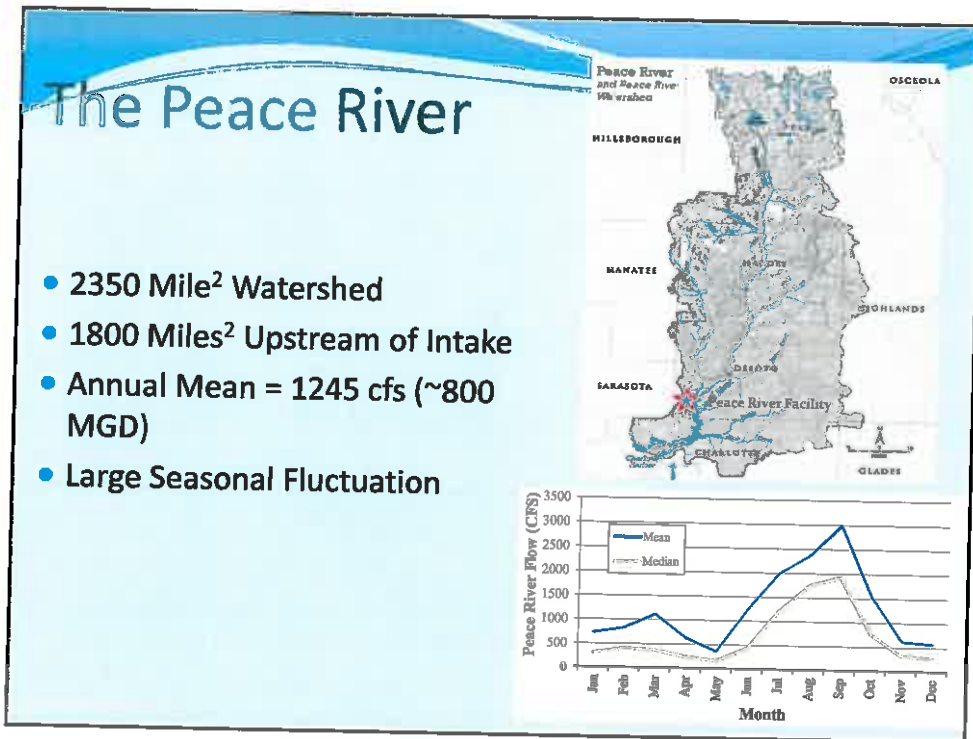
- Average 52-Inch Annual Rainfall
- Large Seasonal Swing in Flow
- Harvest and Store Seasonally Available Resource

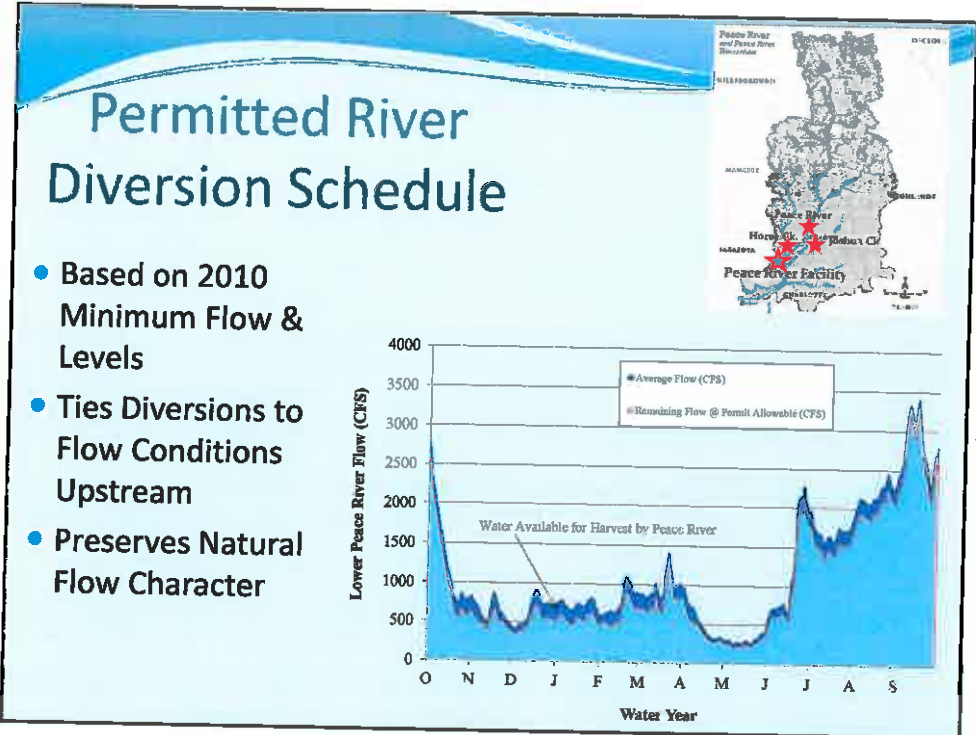


Opportunity Needed Here

- Overpumping Groundwater (Floridan Aquifer)
- Long-Term Reduction in Potentiometric Surface
 - Saline Water Intrusion
 - Lowered Lake Levels
 - Reduced Base-Flow to Peace River





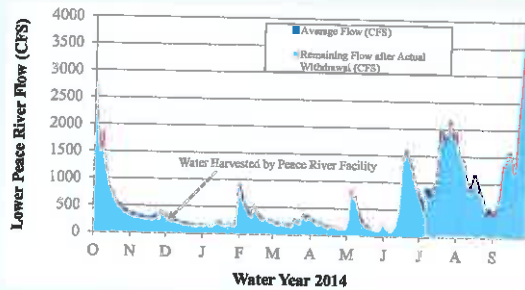
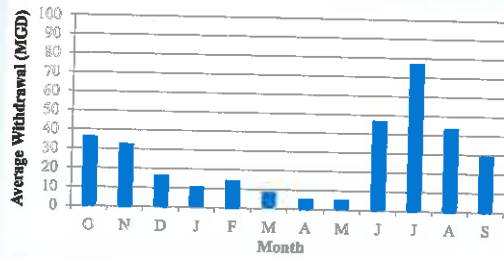


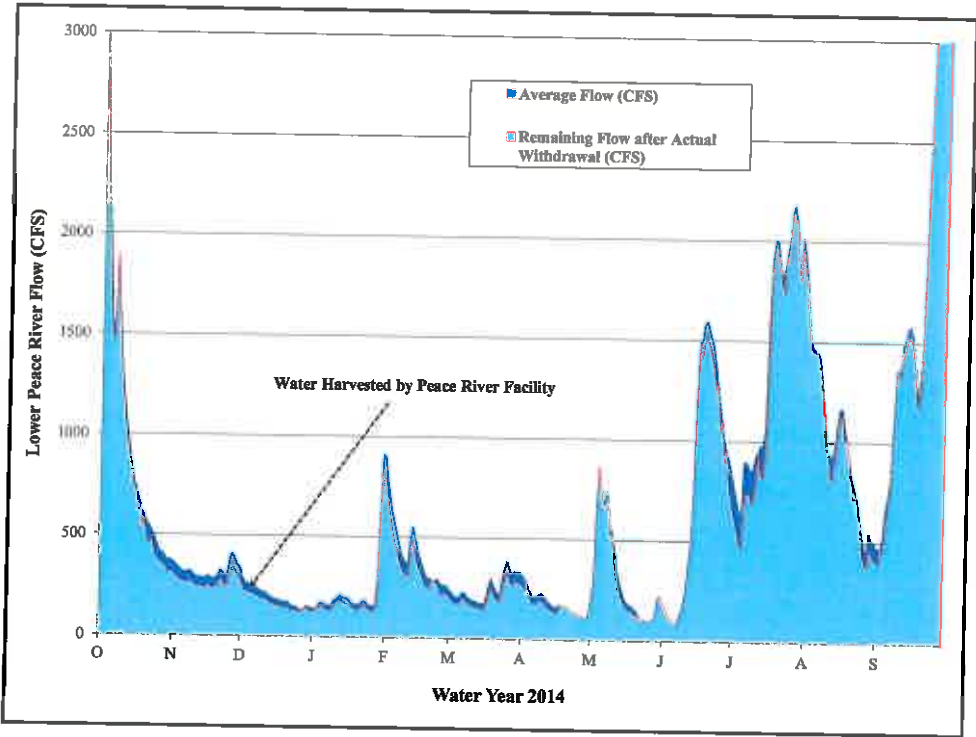
Dry Season Operation



Typical Annual Operation

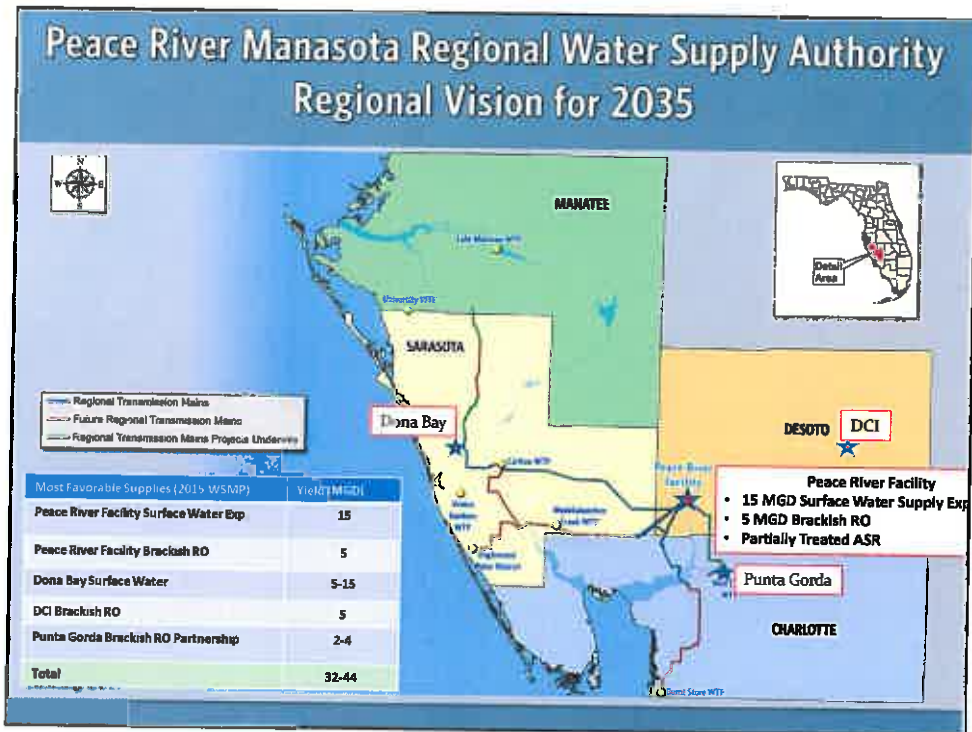
- Raw Storage Usually Full ~August
- Past 3 Year Average Harvest 4% of Flow
- 2014 (near median condition) Harvested 6.5 %





WUP Change

Proposed Change	➔	Why Change
<ul style="list-style-type: none">• Renewal for 30 Years (through ~2047)	➔	<ul style="list-style-type: none">• Supports Long-Term Planning
<ul style="list-style-type: none">• Increase Maximum Allowable Withdrawal to 200 MGD	➔	<ul style="list-style-type: none">• Supports Future Facilities Planned at PRF
<ul style="list-style-type: none">• Remove Annual Average Delivery Quantity	➔	<ul style="list-style-type: none">• Improves Regional Operational Flexibility



Recommended Action

Motion to authorize staff to move forward with Application for Modification/Renewal of the Peace River Facility Water Use Permit (20010420) to Support Future Supply Development at the Peace River Facility and Improve Regional Operating Flexibility.



TAB B
Peace River Facility Water Use Permit



An Equal Opportunity Employer

Southwest Florida Water Management District

2379 Broad Street, Brooksville, Florida 34604-6899

(352) 796-7211 or 1-800-423-1476 (FL only)

TDD only: 1-800-231-6103 (FL only)

On the Internet at WaterMatters.org

Bartow Service Office
170 Century Boulevard
Bartow, Florida 33830-7700
(863) 534-1448 or
1-800-492-7862 (FL only)

Sarasota Service Office
6750 Fruitville Road
Sarasota, Florida 34240-9711
(941) 377-3722 or
1-800-320-3503 (FL only)

Tampa Service Office
7601 Highway 301 North
Tampa, Florida 33637-6759
(813) 985-7481 or
1-800-836-0797 (FL only)

August 25, 2015

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

Sarasota County B.O.C.C.
Attn: Alan Maio
1660 Ringling Boulevard
Sarasota, FL 34236

Subject: Final Agency Action Transmittal Letter
Individual Water Use Permit No. 20 010420.009

Dear Permittee:

This Water Use Permit was approved by the District Governing Board subject to all terms and conditions set forth in the Permit.

Please be advised that the Governing Board has formulated a water shortage plan referenced in a Standard Water Use Permit Condition (Exhibit A) of your permit, and will implement such a plan during periods of water shortage. You will be notified during a declared water shortage of any change in the conditions of your Permit or any suspension of your Permit, or of any restriction on your use of water for the duration of any declared water shortage. Please further note that water conservation is a condition of your Permit and should be practiced at all times.

The well tags for your withdrawals will be applied by a District representative. If you have any questions or concerns regarding your tags, please contact Adam Hange at extension 6518, in the Sarasota Service Office. If you have any questions or concerns regarding your permit or any other information, please contact the Tampa Service Office and ask to speak to someone in the Water Use Permit Bureau.

Sincerely,

Darrin Herbst, P.G. Electronically Signed

Darrin Herbst, P.G.
Bureau Chief
Water Use Permit Bureau
Regulation Division

Enclosures: Approved Permit

cc: James Guida, P.G., Progressive Water Resources
Mike Coates, P.G.
Charlotte County B.O.C.C.
City of North Port
Desoto County B.O.C.C.
Doug Manson, Esquire
Manatee County B.O.C.C.

**SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
WATER USE PERMIT
Individual
PERMIT NO. 20 010420.009**

PERMIT ISSUE DATE: August 25, 2015

EXPIRATION DATE: October 01, 2037

The Permittee is responsible for submitting an application to renew this permit no sooner than one year prior to the expiration date, and no later than the end of the last business day before the expiration date, whether or not the Permittee receives prior notification by mail. Failure to submit a renewal application prior to the expiration date and continuing to withdraw water after the expiration date is a violation of Chapter 373, Florida Statutes, and Chapter 40D-2, Florida Administrative Code, and may result in a monetary penalty and/or loss of the right to use the water. Issuance of a renewal of this permit is contingent upon District approval.

TYPE OF APPLICATION: Modification

GRANTED TO:

- Peace River Manasota Regional Water Supply Authority
9415 Town Center Parkway
Lakewood Ranch, FL 34202
- Charlotte County B.O.C.C.
18500 Murdock Circle, Suite 536
Port Charlotte, FL 33948
- City of North Port
4970 City Hall Boulevard
North Port, FL 34286
- DeSoto County B.O.C.C.
201 East Oak Street
Arcadia, FL 34255
- Sarasota County B.O.C.C.
1660 Ringling Boulevard
Sarasota, FL 34236
- Manatee County B.O.C.C.
Post Office Box 1000
Bradenton, FL 34206

PROJECT NAME: Peace River Water Treatment Plant

WATER USE CAUTION AREA(S): SOUTHERN WATER USE CAUTION AREA

COUNTY: Desoto

TOTAL QUANTITIES AUTHORIZED UNDER THIS PERMIT (in gallons per day)	
ANNUAL AVERAGE	34,855,000 gpd
PEAK MONTH ¹	41,852,000 gpd
CROP PROTECTION/MAXIMUM ²	120,000,000 gpd

1. Peak Month: Average daily use during the highest water use month.

2. Crop Protection/Maximum: Maximum use allowed any 24-hour period/Frost and Freeze protection of crops.

ABSTRACT:

This is a modification of an existing water use permit for public supply. The Peace River Manasota Regional Water Supply Authority (PRMRWSA) is a regional utility that relies exclusively on surface water withdrawals from the Peace River.

This modification acknowledges an increase in the finished water capacity coming out of the water treatment plant, from 32.855 MGD to 34.855 MGD on an annual average basis, as a result of water treatment plant upgrades and increased customer demand. The peak month quantity for finished water is also increased, from 38.3 MGD to 41.852 MGD. There is no increase in the raw water withdrawals from the Peace River going into the water treatment plant, which remain limited by the Minimum Flow established for the lower Peace River; the previously authorized diversion schedule; and existing storage and withdrawal capacity. There is no change in Use Type from the previous revision. This permit is located within the Southern Water Use Caution Area and relies exclusively on an alternative water source.

Special Conditions include those that require the Permittee to maintain a per capita rate of no more than 150 gpd; maintain a water conserving rate structure; submit the public supply Water Use Annual Report by April 1 of each year; record and report daily river flows; record and report monthly meter readings from all withdrawal points; sample Aquifer Storage & Recovery (ASR) wells on a monthly basis; maintain withdrawals in compliance with the MFL for the lower Peace River; continue implementation of the Hydrobiological Monitoring Plan (HBMP); and maximize the use of ASR.

WATER USE TABLE (In gpd)

<u>USE</u>	<u>ANNUAL AVERAGE</u>	<u>PEAK MONTH</u>	<u>CROP PROTECTION /MAXIMUM</u>
Public Supply	34,855,000	41,852,000	120,000,000

USE TYPE

Regional Public Supply System

PUBLIC SUPPLY:

Population Served: 338,989
 Per Capita Rate: 97 gpd/person

WITHDRAWAL POINT QUANTITY TABLE

Water use from these withdrawal points are restricted to the quantities given below:

<u>I.D. NO. PERMITTEE/ DISTRICT</u>	<u>DIAM (in.)</u>	<u>DEPTH TTL./CSD.FT. (feet bls)</u>	<u>USE DESCRIPTION</u>	<u>AVERAGE (gpd)</u>	<u>PEAK MONTH (gpd)</u>	<u>CROP PROTECTION (gpd)</u>
14 / 14	30	N/A / N/A	Public Supply	34,855,000	41,852,000	120,000,000
S-1 / 20	8	920 / 570	Re-Pump	398,000	462,300	N/A
S-2 / 21	12	900 / 570	Re-Pump	711,200	828,700	N/A
S-3R / 22	16	769 / 580	Re-Pump	711,200	828,700	N/A
S-4 / 23	12	905 / 570	Re-Pump	711,200	828,700	N/A
S-6 / 25	12	910 / 580	Re-Pump	711,200	828,700	N/A
S-7 / 26	12	915 / 575	Re-Pump	711,200	828,700	N/A
S-8 / 27	12	623 / 510	Re-Pump	711,200	828,700	N/A
S-9R / 28	16	800 / 580	Re-Pump	711,200	828,700	N/A
S-10 / 29	16	905 / 620	Re-Pump	711,200	<u>828,700</u>	N/A
				711,200	828,700	N/A

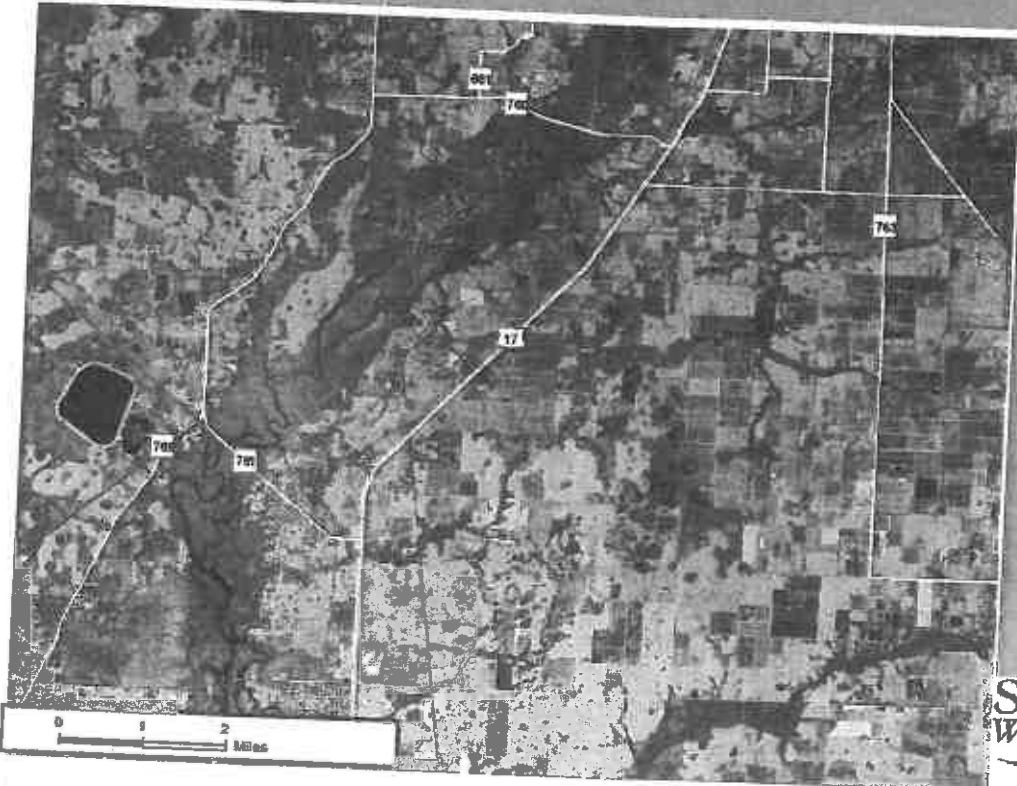
S-11 / 30	16	908 / 585	Re-Pump	- 711,200	828,700	N/A
S-12 / 31	16	900 / 600	Re-Pump	- 711,200	828,700	N/A
S-13 / 32	16	898 / 621	Re-Pump	- 711,200	828,700	N/A
S-14 / 33	16	900 / 568	Re-Pump	- 711,200	828,700	N/A
S-15 / 34	16	900 / 583	Re-Pump	- 711,200	828,700	N/A
T-1 / 35	12	482 / 380	Re-Pump	298,000	346,200	N/A
S-5R / 36	16	955 / 650	Re-Pump	- 711,200	828,700	N/A
S-16 / 37	16	902 / 583	Re-Pump	- 711,200	828,700	N/A
S-17 / 38	16	883 / 579	Re-Pump	- 711,200	828,700	N/A
S-18 / 39	16	900 / 592	Re-Pump	- 711,200	828,700	N/A
S-19 / 40	16	900 / 585	Re-Pump	- 711,200	828,700	N/A
S-20 / 41	16	898 / 566	Re-Pump	- 711,200	828,700	N/A
S-21 / 42	16	900 / 570	Re-Pump	711,200	828,700	N/A
S-22 / 43	16	900 / 570	Re-Pump	711,200	828,700	N/A
S-23 / 44	16	900 / 570	Re-Pump	711,200	828,700	N/A
S-24 / 45	16	900 / 570	Re-Pump	711,200	828,700	N/A
S-25 / 46	16	900 / 570	Re-Pump	711,200	828,700	N/A
S-26 / 47	16	900 / 570	Re-Pump	711,200	828,700	N/A
S-27 / 48	16	900 / 570	Re-Pump	711,200	828,700	N/A
S-28 / 49	16	900 / 570	Re-Pump	711,200	828,700	N/A
S-29 / 57	16	900 / 570	Re-Pump	711,200	828,700	N/A
S-30 / 58	16	900 / 570	Re-Pump	711,200	828,700	N/A
S-31 / 59	16	900 / 570	Re-Pump	711,200	828,700	N/A
S-32 / 60	16	900 / 570	Re-Pump	711,200	828,700	N/A
S-33 / 61	16	900 / 570	Re-Pump	711,200	828,700	N/A
S-34 / 62	16	900 / 570	Re-Pump	711,200	828,700	N/A
S-35 / 63	16	900 / 570	Re-Pump	711,200	828,700	N/A
S-36 / 64	16	900 / 570	Re-Pump	711,200	828,700	N/A
S-37 / 65	16	900 / 570	Re-Pump	711,200	828,700	N/A
S-38 / 66	16	900 / 570	Re-Pump	711,200	828,700	N/A
S-39 / 67	16	900 / 570	Re-Pump	711,200	828,700	N/A
S-40 / 68	16	900 / 570	Re-Pump	711,200	828,700	N/A
S-41 / 69	16	900 / 570	Re-Pump	711,200	828,700	N/A
S-42 / 70	16	900 / 570	Re-Pump	711,200	828,700	N/A
S-43 / 71	16	900 / 570	Re-Pump	711,200	828,700	N/A
S-44 / 72	16	900 / 570	Re-Pump	711,200	828,700	N/A
S-45 / 73	16	900 / 570	Re-Pump	711,200	828,700	N/A
S-46 / 74	16	900 / 570	Re-Pump	711,200	828,700	N/A
DJ-1 / 78	10	590 / 108	Public Supply	77,500	504,000	N/A
Standby						
DJ-3 / 80	8	570 / 70	Public Supply	77,500	504,000	N/A
Standby						

WITHDRAWAL POINT LOCATION TABLE

<u>DISTRICT I.D. NO.</u>	<u>LATITUDE/LONGITUDE</u>
14	27° 05' 12.45"/81° 59' 57.95"
20	27° 05' 29.27"/82° 00' 07.96"
21	27° 05' 29.20"/82° 00' 09.32"
22	27° 05' 22.56"/82° 00' 08.23"
23	27° 05' 05.44"/82° 01' 10.05"
25	27° 05' 15.75"/82° 00' 28.10"
26	27° 05' 10.37"/82° 00' 27.40"
27	27° 05' 09.37"/82° 00' 35.61"
28	27° 05' 16.05"/82° 00' 17.92"
29	27° 04' 57.68"/82° 01' 06.56"
30	27° 05' 00.30"/82° 01' 06.68"
31	27° 04' 57.58"/82° 01' 09.77"
32	27° 05' 00.09"/82° 01' 10.03"
33	27° 04' 57.18"/82° 01' 13.12"
34	27° 04' 59.77"/82° 01' 13.33"
35	27° 05' 28.50"/82° 00' 09.30"
36	27° 05' 22.49"/82° 00' 18.12"
37	27° 05' 03.01"/82° 01' 06.60"
38	27° 05' 06.04"/82° 01' 06.28"
39	27° 05' 03.12"/82° 01' 09.73"
40	27° 05' 02.91"/82° 01' 13.38"
41	27° 05' 06.28"/82° 01' 13.50"
42	27° 05' 15.14"/82° 02' 02.11"
43	27° 05' 11.53"/82° 01' 51.25"
44	27° 05' 11.79"/82° 02' 13.61"
45	27° 05' 05.88"/82° 02' 03.06"
46	27° 05' 00.85"/82° 01' 51.16"
47	27° 04' 58.44"/82° 02' 02.94"
48	27° 04' 50.88"/82° 01' 52.27"
49	27° 04' 40.72"/82° 01' 51.75"
57	27° 04' 36.96"/82° 01' 45.36"
58	27° 04' 33.17"/82° 01' 35.30"
59	27° 04' 26.68"/82° 01' 44.88"
60	27° 04' 27.82"/82° 01' 50.57"
61	27° 04' 33.30"/82° 01' 58.70"
62	27° 04' 38.14"/82° 02' 06.80"
63	27° 04' 42.88"/82° 02' 15.54"
64	27° 04' 48.47"/82° 02' 16.76"
65	27° 04' 52.20"/82° 02' 24.73"
66	27° 05' 05.44"/82° 02' 36.38"
67	27° 05' 24.55"/82° 02' 36.34"

68	27° 05' 15.87"/82° 02' 40.60"
69	27° 04' 55.99"/82° 02' 39.77"
70	27° 04' 50.51"/82° 02' 35.83"
71	27° 04' 42.69"/82° 02' 26.75"
72	27° 04' 33.68"/82° 02' 16.61"
73	27° 04' 31.33"/82° 02' 06.78"
74	27° 04' 22.54"/82° 02' 05.68"
78	27° 08' 14.83"/81° 48' 13.24"
80	27° 08' 12.54"/81° 48' 11.76"

Location Map
Peace River Manasota Regional Water Supply Authority
WUP No. 20 010420.009



Legend

- DDK
- WUP Boundary
- 2011 Natural Color Imagery

DESOTO COUNTY

A compass rose with the cardinal directions labeled: N (North), S (South), E (East), and W (West).

Southwest Florida
Water Management District

STANDARD CONDITIONS:

The Permittee shall comply with the Standard Conditions attached hereto, incorporated herein by reference as Exhibit A and made a part hereof.

SPECIAL CONDITIONS:

1. All reports and data required by condition(s) of the permit shall be submitted to the District according to the due date(s) contained in the specific condition. If the condition specifies that a District-supplied form is to be used, the Permittee should use that form in order for their submission to be acknowledged in a timely manner. The only alternative to this requirement is to use the District Permit Information Center (www.swfwmd.state.fl.us/permits/epermitting/) to submit data, plans or reports online. There are instructions at the District website on how to register to set up an account to do so. If the report or data is received on or before the tenth day of the month following data collection, it shall be deemed as a timely submittal.

All mailed reports and data are to be sent to:

Southwest Florida Water Management District
Tampa Service Office, Water Use Permit Bureau
7601 U.S. Hwy. 301 North
Tampa, Florida 33637-6759

Submission of plans and reports: Unless submitted online or otherwise indicated in the special condition, the original and two copies of each plan and report, such as conservation plans, environmental analyses, aquifer test results, per capita annual reports, etc. are required.

Submission of data: Unless otherwise indicated in the special condition, an original (no copies) is required for data submittals such as crop report forms, meter readings and/or pumpage, rainfall, water level, evapotranspiration, or water quality data.
(499)

2. The Permittee shall construct the proposed wells according to the surface diameter, casing depth, and total depth specifications listed below. The casing shall be continuous from land surface to the minimum depth stated and is specified to prevent the unauthorized interchange of water between different water bearing zones. The surface diameter and total depth specified are those proposed by the Permittee in the application process. However, it is the Permittee's responsibility to have the water in the well sampled during well construction before reaching the estimated minimum total depth. Such sampling is necessary to ensure that the well does not encounter water quality that cannot be utilized by the Permittee, and to ensure that withdrawals from the well will not cause salt-water intrusion. All depths given are in feet below land surface.
District ID Nos. 42 through 49, and 57 through 74, Permittee ID Nos. S-21 through S-46, having a surface diameter of 16 inches, with a minimum casing depth of 570 feet, drilled to a minimum total depth of 900 feet.
(235)
3. Any wells not in use, and in which pumping equipment is not installed shall be capped or valved in a water tight manner in accordance with Chapter 62-532.500, F.A.C.(568)
4. Beginning January 1, 2012, the Permittee shall comply with the following requirements:
 - A. Customer billing period usage shall be placed on each utility-metered, customer's bill.
 - B. Meters shall be read and customers shall be billed no less frequently than bi-monthly.
 - C. The following information, as applicable to the customer, shall be provided at least once each calendar year and a summary of the provisions shall be provided to the District annually as described in Section D, below. The information shall be provided by postal mailings, bill inserts, online notices, on the bill or by other means. If billing units are not in gallons, a means to convert the units to gallons must be provided.
 1. To each utility-metered customer in each customer class - Information describing the rate structure and shall include any applicable:
 - a. Fixed and variable charges,
 - b. Minimum charges and the quantity of water covered by such charges,

- c. Price block quantity thresholds and prices,
- d. Seasonal rate information and the months to which they apply, and
- e. Usage surcharges

2. To each utility-metered single-family residential customer - Information that the customer can use to compare its water use relative to other single-family customers or to estimate an efficient use and that shall include one or more of the following:

a. The average or median single-family residential customer billing period water use calculated over the most recent three year period, or the most recent two year period if a three year period is not available to the utility. Data by billing period is preferred but not required.

b. A means to calculate an efficient billing period use based on the customer's characteristics, or

c. A means to calculate an efficient billing period use based on the service area's characteristics.

D. Annual Report: The following information shall be submitted to the District annually by October 1 of each year of the permit term to demonstrate compliance with the requirements above. The information shall be current as of the October 1 submittal date.

1. Description of the current water rate structure (rate ordinance or tariff sheet) for potable and non-potable water.

2. Description of the current customer billing and meter reading practices and any proposed changes to these practices (including a copy of a bill per A above).

3. Description of the means the permittee uses to make their metered customers aware of rate structures, and how the permittee provides information their metered single-family residential customers can use to compare their water use relative to other single-family customers or estimate an efficient use (see C 1 & 2 above).

(592)

5. This Permit is located within the Southern Water Use Caution Area (SWUCA). Pursuant to Section 373.0421, Florida Statutes, the SWUCA is subject to a minimum flows and levels recovery strategy, which became effective on January 1, 2007. The Governing Board may amend the recovery strategy, including amending applicable water use permitting rules based on an annual assessment of water resource criteria, cumulative water withdrawal impacts, and on a recurring five-year evaluation of the status of the recovery strategy up to the year 2025 as described in Chapter 40D-80, Florida Administrative Code. This Permit is subject to modification to comply with new rules.(652)
6. The Permittee shall maintain a water conserving rate structure for the duration of the permit term. Any changes to the water conserving rate structure described in the application shall be described in detail as a component of the next Annual Report on Water Rate, Billing and Meter Reading Practices of the year following the change.(659)
7. The Permittee shall submit a "Water Use Annual Report" to the District by April 1 of each year on their water use during the preceding calendar year using the form, "Public Supply Water Use Annual Report Form" (Form No. LEG-R.047.00 (09/09)), referred to in this condition as "the Form," and all required attachments and documentation. The Permittee shall adhere to the "Instructions for Completion of the Water Use Annual Report" attached to and made part of this condition in Exhibit B. The Form addresses the following components in separate sections.

Per Capita Use Rate

A per capita rate for the previous calendar year will be calculated as provided in Part A of the Form using Part C of the Form to determine Significant Use deduction that may apply. Permittees that cannot achieve a per capita rate of 150 gpd according to the time frames included in the "Instructions for Completion of the Water Use Annual Report," shall include a report on why this rate was not achieved, measures taken to comply with this requirement, and a plan to bring the permit into compliance.

Residential Use

Residential use shall be reported in the categories specified in Part B of the Form, and the methodology used to determine the number of dwelling units by type and their quantities used shall be documented in an attachment.

Non-Residential Use

Non-residential use quantities provided for use in a community but that are not directly associated with

places of residence, as well as the total water losses that occur between the point of output of the treatment plant and accountable end users, shall be reported in Part B of the Form.

Water Conservation

In an attachment to the Form, the Permittee shall describe the following:

1. Description of any ongoing audit program of the water treatment plant and distribution systems to address reductions in water losses.
2. An update of the water conservation plan that describes and quantifies the effectiveness of measures currently in practice, any additional measures proposed to be implemented, the scheduled implementation dates, and an estimate of anticipated water savings for each additional measure.
3. A description of the Permittees implementation of water-efficient landscape and irrigation codes or ordinances, public information and education programs, water conservation incentive programs, identification of which measures and programs, if any, were derived from the Conserve Florida Water Conservation Guide, and provide the projected costs of the measures and programs and the projected water savings.

Water Audit

If the current water loss rate is greater than 10% of the total distribution quantities, a water audit as described in the "Instructions for Completion of the Water Use Annual Report" shall be conducted and completed by the following July 1, with the results submitted by the following October 1. Indicate on Part A of the Form whether the water audit was done, will be done, or is not applicable.

Alternative Water Supplied Other Than Reclaimed Water

If the Permittee provides Alternative Water Supplies other than reclaimed water (e.g., stormwater not treated for potable use) to customers, the information required on Part D of the Form shall be submitted along with an attached map depicting the areas of current Alternative Water Use service and areas that are projected to be added within the next year.

Suppliers of Reclaimed Water

1. Permittees having a wastewater treatment facility with an annual average design capacity equal to or greater than 100,000 gpd:

The Permittee shall submit the "SWFWMD Annual Reclaimed Water Supplier Report" on quantities of reclaimed water that was provided to customers during the previous fiscal year (October 1 to September 30). The report shall be submitted in Excel format on the Compact Disk, Form No. LEG-R.026.00 (05/09), that will be provided annually to them by the District. A map depicting the area of reclaimed water service that includes any areas projected to be added within the next year, shall be submitted with this report.

2. Permittees that have a wastewater treatment facility with an annual average design capacity less than 100,000 gpd:

- a. The Permittee has the option to submit the "SWFWMD Annual Reclaimed Water Supplier Report," Form No. LEG-R.026.00, as described in sub-part (1) above, or

- b. Provide information on reclaimed water supplied to customers on Part E of the Form as described in the "Instructions for Completion of the Water Use Annual Report".

Updated Service Area Map

If there have been changes to the service area since the previous reporting period, the Permittee shall update the service area using the map that is maintained in the District's Mapping and GIS system. (660)

8. The Permittee shall be allowed to divert surface water from the Peace River with the following limitations:

- a. No diversion from the Peace River may occur when the combined average daily flow as measured at the Arcadia Station, Joshua Creek at Nocatee, and Horse Creek near Arcadia for the previous day was less than 130 cubic feet per second (cfs);
- b. The amount of diversion on the Peace River at District Withdrawal No. 14 shall not exceed the following percentages of the combined average daily flow rate of the river as read at the Arcadia Station, Joshua Creek at Nocatee, and Horse Creek near Arcadia for the previous day:
 - (1) All blocks (January 1 through December 31) - 16% of the combined average daily flow
 - (2) Block 2 (October 28 through April 19) - 28% of the combined average daily flow when the sum of flow is equal to or exceeds 625 cfs

- (3) Block 3 (June 26 through October 27) - 28% of the combined average daily flow when the sum of flow is equal to or exceeds 625 cfs;
- c. However, in no case shall the diversion amount exceed the difference between the combined previous day measurements at the Arcadia Station, Joshua Creek at Nocatee, and Horse Creek near Arcadia, and 130 cfs.(992)
9. Background water quality samples shall be collected during drilling from all ASR production wells completed after issuance of this permit. The samples shall be collected at intervals of 50 feet or less, from 600 feet below land surface to the bottom of the well or as may otherwise be specified in the well construction permit in accordance with regulatory requirements in effect at the time. The Permittee's sampling procedure shall follow the handling and chain of custody procedures designated by the certified laboratory which will undertake the analysis. The results of the sampling program shall be due within 30 days of the completion of the construction of the well. For sampling, analysis and submittal requirements, see Exhibit B, attached to and made part of this permit. District ID Nos. 42 through 49, and 57 through 74, Permittee ID Nos. S-21 through S-74 for total dissolved solids, sulfate, conductivity, chlorides, and pH. (753)
10. The Permittee shall continue to record and submit water levels for the following wells and report them to the District at the frequency listed for the interval, aquifer system, or geologic formation listed. To the maximum extent possible, water levels shall be recorded on a regular schedule: same time each day, same day each week, same week each month as appropriate to the frequency required. The readings shall reported online via the WUP Portal at the District website or mailed in hardcopy on District-provided forms to the Water Use Permit Bureau, on or before the tenth day of the following month. The frequency of recording may be modified by the Water Use Permit Bureau Chief, as necessary to ensure the protection of the resource. District ID Nos. 20, 21, 22, 23, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41 and 50, Permittee ID Nos. S-1, S-2, S-3R, S-4, S-6, S-7, S-8, S-9R, S-10, S-11, S-12, S-13, S-14, S-15, T-1, S-5R, S-16, S-17, S-18, S-19, S-20 and E on a weekly basis. District ID Nos. 51 and 52, Permittee ID Nos. M-2 and T-2 on a continuous (hourly) basis and then reduce the data to daily minimum and maximum values. (758)
11. The Permittee shall maintain a per capita rate of 150 gpd whether it is calculated as an unadjusted gross per capita, an adjusted gross per capita, or a compliance per capita as provided in Chapter 3, Part B of the "Water Use Permit Information Manual". Compliance with the per capita rate shall be monitored via the Annual Report and the Reclaimed Water Supplier Report that are required to be submitted by April 1 of each year for the term of the permit.(67)
12. The following existing standby withdrawal facilities (those that provide back-up water for another withdrawal point in the event the other withdrawal point becomes unusable) shall continue to be metered: District ID Nos. 78 and 80, Permittee ID Nos. DJ-1 and DJ-3. Meter reading and reporting, as well as meter accuracy checks every five years shall be in accordance with instructions in Exhibit B, Metering Instructions, attached to and made part of this permit.(722)
13. The following proposed withdrawal facilities shall be metered within 90 days of completion of construction of the facilities: District ID Nos. 42 through 49, and 56 through 74, Permittee ID Nos. S-21 through S-46. Meter reading and reporting, as well as meter accuracy checks every five years shall be in accordance with instructions in Exhibit B, Metering Instructions, attached to and made part of this permit.(718)
14. During groundwater recharge and recovery operations, water quality samples from the wells listed below shall be collected after pumping the withdrawal point at its normal rate for a pumping time specified below, or to a constant temperature, pH, and conductivity. The frequency of sampling per water quality parameter is listed in the table according to the withdrawal point. The recording and reporting shall begin according to the first sample date for existing wells and shall begin within 90 days of completion of any proposed wells. Samples shall be collected whether or not the well is being used unless infeasible. If sampling is infeasible, the Permittee shall indicate the reason for not sampling on the water quality data form or in the space for comments in the WUP Portal for data submissions. Recharge water quality shall be reported as the treated water discharged from the plant (District ID No. 18). Water quality samples during recovery shall be collected at the sample tap for each ASR well. For sampling, analysis and submittal requirements see Exhibit B, Water Quality Sampling Instructions, attached to and made part of this permit.

Recharge:

District ID No. 18, Permittee ID No. PR DIS for TDS, sulfates, conductivity, chlorides and pH, after a minimum pumping time of 20 minutes, on a monthly basis.

Recovery:

Existing District ID Nos. 20, 21, 22, 23, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40 and 41, Permittee ID Nos. S-1, S-2, S-3R, S-4, S-6, S-7, S-8, S-9R, S-10, S-11, S-12, S-13, S-14, S-15, T-1, S-5R, S-16, S-17, S-18, S-19 and S-20 for TDS, sulfates, conductivity, chlorides and pH, after a minimum pumping time of 20 minutes, on a monthly basis.

Proposed District ID Nos 42 through 49, and 57 through 74, Permittee ID Nos. S-21 through S-47, for TDS, sulfates, conductivity, chlorides and pH, after a minimum pumping time of 20 minutes, on a monthly basis.

Monitor Wells:

District ID Nos. 51 and 52, Permittee ID Nos. M-2 and T-2 for TDS, sulfates, conductivity, chlorides and pH, after a minimum pumping time of 20 minutes, on a monthly basis.

District ID No. 50, Permittee ID No. E, for chlorides, after a minimum pumping time of 20 minutes, on a monthly basis.

(752)

15. The average day and peak monthly quantities for District ID No. 14, Permittee ID No. 14, shown in the Withdrawal Point Quantity Table, represent finished water quantities that the Permittee is authorized to deliver to its customers to meet demand, and are not intended to restrict the withdrawal quantities authorized from the Peace River. The quantities withdrawn from the Peace River are limited by the diversion schedule referenced in the applicable Special Conditions, existing storage capacity, and the maximum day quantity of 120 MGD. Any proposed change in existing storage capacity shall require a permit modification.(995)
16. The following withdrawal facilities shall continue to be maintained and operated with existing, non-resettable, totalizing flow meter(s) or other measuring device(s) as approved by the Water Use Permit Bureau Chief:
 - A. District ID No. 14, Permittee ID No. 14 (river intake to reservoir)
 - B. District ID No. 15, Permittee ID No. RESV (raw water from reservoir to plant)
 - C. District ID No. 17, Permittee ID No. PR WTP (river intake directly to plant)
 - D. District ID No. 18, Permittee ID No. PR DIS (finished water from plant)
 - E. District ID Nos. 20, 21, 22, 25, 26, 27, 28, 35 and 36, Permittee ID Nos. S-1, S-2, S-3R, S-6, S-7, S-8, S-9R, T-1 and S-5R (ASR Wellfield No. 1)
 - F. District ID Nos. 23, 29, 30, 31, 32, 33, 34, 37, 38, 39, 40 and 41, Permittee ID Nos. S-4, S-10, S-11, S-12, S-13, S-14, S-15, S-16, S-17, S-18, S-19 and S-20 (ASR Wellfield No. 2)

Meter reading and reporting, as well as meter accuracy checks every five years shall be in accordance with instructions in Exhibit B, Metering Instructions, attached to and made part of this permit. Total quantities and cumulative volumes of water recharged and recovered for each ASR production well shall also be recorded and reported on a monthly basis in accordance with the Exhibit B instructions.(719)
17. Flow in the Peace River shall be read at the Arcadia Station, USGS gage 02296750 (District ID No. 16); Horse Creek near Arcadia, USGS gage 02297310 (District ID No. 75); and Joshua Creek at Nocatee, USGS gage 02297100 (District ID No. 76). The combined flow of the three gages will be reported as District ID No. 77. Flow shall be read on a daily basis and reported to the Water Use Permit Bureau (using District approved forms) on or before the tenth (10th) day of the following month. The recordings shall include daily average water flow in million gallons per day (MGD), and daily average water flow in cubic feet per second (cfs).(990)
18. Aquifer Storage and Recovery (ASR) is being utilized for storage (recharge) of water, which has been withdrawn from the Peace River at District ID No. 14 and treated at the Peace River Regional WTP. Storage shall be in the Tampa and Suwannee Formations of the Upper Floridan Aquifer. Delivery (recovery) of this stored water to the service customers shall be in quantities not to exceed the Annual Average and Peak Month quantities allowed under the permit for the entire ASR system. The Permittee shall operate ASR (recharge and recovery) as deemed necessary for the best interests of their service customers, but subject to the Special and Standard conditions of this permit. In addition, the total quantity of water recovered shall not exceed the total quantity of water stored.(993)
19. The Permittee shall continue implementation of the Peace River Hydrobiological Monitoring Program (HBMP) which was incorporated into this permit on March 26, 1996. As specified in the HBMP, the District will convene a scientific review panel to review the progress and findings of the HBMP.(994)

40D-2
Exhibit A

WATER USE PERMIT STANDARD CONDITIONS

1. With advance notice to the Permittee, District staff with proper identification shall have permission to enter, inspect, collect samples, take measurements, observe permitted and related facilities and collect and document any information deemed necessary to determine compliance with the approved plans, specifications and conditions of this permit. The Permittee shall either accompany District staff onto the property or make provision for access onto the property.
2. When necessary to analyze impacts to the water resource or existing users, the District shall require the Permittee to install flow metering or other measuring devices to record withdrawal quantities and submit the data to the District.
3. A District identification tag shall be prominently displayed at each withdrawal point that is required by the District to be metered or for which withdrawal quantities are required to be reported to the District, by permanently affixing the tag to the withdrawal facility.
4. The Permittee shall mitigate any adverse impact to environmental features or offsite land uses as a result of withdrawals. When adverse impacts occur or are imminent, the District shall require the Permittee to mitigate the impacts. Examples of adverse impacts include the following:
 - A. Significant reduction in levels or flows in water bodies such as lakes, impoundments, wetlands, springs, streams or other watercourses; or
 - B. Damage to crops and other vegetation causing financial harm to the owner; and
 - C. Damage to the habitat of endangered or threatened species.
5. The Permittee shall mitigate any adverse impact to existing legal uses caused by withdrawals. When adverse impacts occur or are imminent, the District may require the Permittee to mitigate the impacts. Adverse impacts include:
 - A. A reduction in water levels which impairs the ability of a well to produce water;
 - B. Significant reduction in levels or flows in water bodies such as lakes, impoundments, wetlands, springs, streams or other watercourses; or
 - C. Significant inducement of natural or manmade contaminants into a water supply or into a usable portion of an aquifer or water body.
6. Permittee shall notify the District in writing within 30 days of any sale, transfer, or conveyance of ownership or any other loss of permitted legal control of the Project and / or related facilities from which the permitted consumptive use is made. Where Permittee's control of the land subject to the permit was demonstrated through a lease, the Permittee must either submit documentation showing that it continues to have legal control or transfer control of the permitted system / project to the new landowner or new lessee. All transfers of ownership are subject to the requirements of Rule 40D-1.6105, F.A.C. Alternatively, the Permittee may surrender the consumptive use permit to the District, thereby relinquishing the right to conduct any activities under the permit.
7. All withdrawals authorized by this WUP shall be implemented as conditioned by this permit, including any documents submitted as part of the permit application incorporated by reference in a permit condition. This permit is subject to review and modification, enforcement action, or revocation, in whole or in part, pursuant to Section 373.136 or 373.243, F.S.
8. This permit does not convey to the Permittee any property rights or privileges other than those specified herein, nor relieve the Permittee from complying with any applicable local government, state, or federal law, rule, or ordinance.
9. The Permittee shall cease or reduce surface water withdrawal as directed by the District if water levels in lakes fall below the applicable minimum water level established in Chapter 40D-8, F.A.C., or rates of flow in streams fall below the minimum levels established in Chapter 40D-8, F.A.C.
10. The Permittee shall cease or reduce withdrawal as directed by the District if water levels in aquifers fall below the minimum levels established by the Governing Board.

11. A Permittee may seek modification of any term of an unexpired permit. The Permittee is advised that section 373.239, F.S., and Rule 40D-2.331, F.A.C., are applicable to permit modifications.
12. The Permittee shall practice water conservation to increase the efficiency of transport, application, and use, as well as to decrease waste and to minimize runoff from the property. At such time as the Governing Board adopts specific conservation requirements for the Permittee's water use classification, this permit shall be subject to those requirements upon notice and after a reasonable period for compliance.
13. The District may establish special regulations for Water-Use Caution Areas. At such time as the Governing Board adopts such provisions, this permit shall be subject to them upon notice and after a reasonable period for compliance.
14. Nothing in this permit should be construed to limit the authority of the District to declare a water shortage and issue orders pursuant to chapter 373, F.S. In the event of a declared water shortage, the Permittee must adhere to the water shortage restrictions, as specified by the District. The Permittee is advised that during a water shortage, reports shall be submitted as required by District rule or order.
15. This permit is issued based on information provided by the Permittee demonstrating that the use of water is reasonable and beneficial, consistent with the public interest, and will not interfere with any existing legal use of water. If, during the term of the permit, it is determined by the District that a statement in the application and in the supporting data are found to be untrue and inaccurate, the use is not reasonable and beneficial, in the public interest, or does impact an existing legal use of water, the Governing Board shall modify this permit or shall revoke this permit following notice and hearing, pursuant to sections 373.136 or 373.243, F.S. The Permittee shall immediately notify the District in writing of any previously submitted information that is later discovered to be inaccurate.
16. Within the Southern Water Use Caution Area, if the District determines that significant water quantity or quality changes, impacts to existing legal uses, or adverse environmental impacts are occurring, the District, upon reasonable notice to the Permittee, including a statement of facts upon which the District based its determination, may reconsider the quantities permitted or other conditions of the permit as appropriate to address the change or impact, but only after an opportunity for the Permittee to resolve or mitigate the change or impact or to request a hearing.
17. All permits are contingent upon continued ownership or legal control of all property on which pumps, wells, diversions or other water withdrawal facilities are located.

Exhibit B
Instructions

METERING INSTRUCTIONS

The Permittee shall meter withdrawals from surface waters and/or the ground water resources, and meter readings from each withdrawal facility shall be recorded on a monthly basis within the last week of the month. The meter reading(s) shall be reported to the Water Use Permit Bureau on or before the tenth day of the following month for monthly reporting frequencies. For bi-annual reporting, the data shall be recorded on a monthly basis and reported on or before the tenth day of the month following the sixth month of recorded data. The Permittee shall submit meter readings online using the Permit Information Center at www.swfwmd.state.fl.us/permits/epermitting/ or on District supplied scanning forms unless another arrangement for submission of this data has been approved by the District. Submission of such data by any other unauthorized form or mechanism may result in loss of data and subsequent delinquency notifications. Call the Water Use Permit Bureau in Tampa at (813) 985-7481 if difficulty is encountered.

The meters shall adhere to the following descriptions and shall be installed or maintained as follows:

1. The meter(s) shall be non-resettable, totalizing flow meter(s) that have a totalizer of sufficient magnitude to retain total gallon data for a minimum of the three highest consecutive months permitted quantities. If other measuring device(s) are proposed, prior to installation, approval shall be obtained in writing from the Water Use Permit Bureau Chief.
2. The Permittee shall report non-use on all metered standby withdrawal facilities on the scanning form or approved alternative reporting method.
3. If a metered withdrawal facility is not used during any given month, the meter report shall be submitted to the District indicating the same meter reading as was submitted the previous month.
4. The flow meter(s) or other approved device(s) shall have and maintain an accuracy within five percent of the actual flow as installed.
5. Meter accuracy testing requirements:
 - A. For newly metered withdrawal points, the flow meter installation shall be designed for inline field access for meter accuracy testing.
 - B. The meter shall be tested for accuracy on-site, as installed according to the Flow Meter Accuracy Test Instructions in this Exhibit B, every five years in the assigned month for the county, beginning from the date of its installation for new meters or from the date of initial issuance of this permit containing the metering condition with an accuracy test requirement for existing meters.
 - C. The testing frequency will be decreased if the Permittee demonstrates to the satisfaction of the District that a longer period of time for testing is warranted.
 - D. The test will be accepted by the District only if performed by a person knowledgeable in the testing equipment used.
 - E. If the actual flow is found to be greater than 5% different from the measured flow, within 30 days, the Permittee shall have the meter re-calibrated, repaired, or replaced, whichever is necessary. Documentation of the test and a certificate of re-calibration, if applicable, shall be submitted within 30 days of each test or re-calibration.
6. The meter shall be installed according to the manufacturer's instructions for achieving accurate flow to the specifications above, or it shall be installed in a straight length of pipe where there is at least an upstream length equal to ten (10) times the outside pipe diameter and a downstream length equal to two (2) times the outside pipe diameter. Where there is not at least a length of ten diameters upstream available, flow straightening vanes shall be used in the upstream line.
7. Broken or malfunctioning meter:
 - A. If the meter or other flow measuring device malfunctions or breaks, the Permittee shall notify the District within 15 days of discovering the malfunction or breakage.
 - B. The meter must be replaced with a repaired or new meter, subject to the same specifications given above, within 30 days of the discovery.
 - C. If the meter is removed from the withdrawal point for any other reason, it shall be replaced with another meter having the same specifications given above, or the meter shall be reinstalled within 30 days of its removal from the withdrawal. In either event, a fully functioning meter shall not be off the withdrawal point for more than 60 consecutive days.
8. While the meter is not functioning correctly, the Permittee shall keep track of the total amount of time the withdrawal point was used for each month and multiply those minutes times the pump capacity (in gallons per minute) for total gallons. The estimate of the number of gallons used each month during that period shall be submitted on District scanning forms and noted as estimated per instructions on the form. If the data is submitted

by another approved method, the fact that it is estimated must be indicated. The reason for the necessity to estimate pumpage shall be reported with the estimate.

9. In the event a new meter is installed to replace a broken meter, it and its installation shall meet the specifications of this condition. The permittee shall notify the District of the replacement with the first submittal of meter readings from the new meter.

FLOW METER ACCURACY TEST INSTRUCTIONS

1. **Accuracy Test Due Date** - The Permittee is to schedule their accuracy test according to the following schedule:
 - A. For existing metered withdrawal points, add five years to the previous test year, and make the test in the month assigned to your county.
 - B. For withdrawal points for which metering is added for the first time, the test is to be scheduled five years from the issue year in the month assigned to your county.
 - C. For proposed withdrawal points, the test date is five years from the completion date of the withdrawal point in the month assigned to your county.
 - D. For the Permittee's convenience, if there are multiple due-years for meter accuracy testing because of the timing of the installation and/or previous accuracy tests of meters, the Permittee can submit a request in writing to the Water Use Permit Bureau Chief for one specific year to be assigned as the due date year for meter testing. Permittees with many meters to test may also request the tests to be grouped into one year or spread out evenly over two to three years.
 - E. The months for accuracy testing of meters are assigned by county. The Permittee is requested but not required to have their testing done in the month assigned to their county. This is to have sufficient District staff available for assistance.

January	Hillsborough
February	Manatee, Pasco
March	Polk (for odd numbered permits)*
April	Polk (for even numbered permits)*
May	Highlands
June	Hardee, Charlotte
July	None or Special Request
August	None or Special Request
September	Desoto, Sarasota
October	Citrus, Levy, Lake
November	Hernando, Sumter, Marion
December	Pinellas

* The permittee may request their multiple permits be tested in the same month.

2. **Accuracy Test Requirements:** The Permittee shall test the accuracy of flow meters on permitted withdrawal points as follows:
 - A. The equipment water temperature shall be set to 72 degrees Fahrenheit for ground water, and to the measured water temperature for other water sources.
 - B. A minimum of two separate timed tests shall be performed for each meter. Each timed test shall consist of measuring flow using the test meter and the installed meter for a minimum of four minutes duration. If the two tests do not yield consistent results, additional tests shall be performed for a minimum of eight minutes or longer per test until consistent results are obtained.
 - C. If the installed meter has a rate of flow, or large multiplier that does not allow for consistent results to be obtained with four- or eight-minute tests, the duration of the test shall be increased as necessary to obtain accurate and consistent results with respect to the type of flow meter installed.
 - D. The results of two consistent tests shall be averaged, and the result will be considered the test result for the meter being tested. This result shall be expressed as a plus or minus percent (rounded to the nearest one-tenth percent) accuracy of the installed meter relative to the test meter. The percent accuracy indicates the deviation (if any), of the meter being tested from the test meter.

3. **Accuracy Test Report:** The Permittees shall demonstrate that the results of the meter test(s) are accurate by submitting the following information within 30 days of the test:
 - A. A completed Flow Meter Accuracy Verification Form, Form LEG-R.014.00 (07/08) for each flow meter tested. This form can be obtained from the District's website (www.watermatters.org) under "ePermitting and Rules" for Water Use Permits.

- B. A printout of data that was input into the test equipment, if the test equipment is capable of creating such a printout;
- C. A statement attesting that the manufacturer of the test equipment, or an entity approved or authorized by the manufacturer, has trained the operator to use the specific model test equipment used for testing;
- D. The date of the test equipment's most recent calibration that demonstrates that it was calibrated within the previous twelve months, and the test lab's National Institute of Standards and Testing (N.I.S.T.) traceability reference number.
- E. A diagram showing the precise location on the pipe where the testing equipment was mounted shall be supplied with the form. This diagram shall also show the pump, installed meter, the configuration (with all valves, tees, elbows, and any other possible flow disturbing devices) that exists between the pump and the test location clearly noted with measurements. If flow straightening vanes are utilized, their location(s) shall also be included in the diagram.
- F. A picture of the test location, including the pump, installed flow meter, and the measuring device, or for sites where the picture does not include all of the items listed above, a picture of the test site with a notation of distances to these items.

WATER QUALITY INSTRUCTIONS

The Permittee shall perform water quality sampling, analysis and reporting as follows:

1. The sampling method(s) from both monitor wells and surface water bodies shall be designed to collect water samples that are chemically representative of the zone of the aquifer or the depth or area of the water body.
2. Water quality samples from monitor wells shall be taken after pumping the well for the minimum time specified (if specified) or after the water reaches a constant temperature, pH, and conductivity.
3. The first submittal to the District shall include a copy of the laboratory's analytical and chain of custody procedures. If the laboratory used by the Permittee is changed, the first submittal of data analyzed at the new laboratory shall include a copy of the laboratory's analytical and chain of custody procedures .
4. Any variance in sampling and/or analytical methods shall have prior approval of the Water Use Permit Bureau Chief.
5. The Permittee's sampling procedure shall follow the handling and chain of custody procedures designated by the certified laboratory which will undertake the analysis.
6. Water quality samples shall be analyzed by a laboratory certified by the Florida Department of Health utilizing the standards and methods applicable to the parameters analyzed and to the water use pursuant to Chapter 64E-1, Florida Administrative Code, "Certification of Environmental Testing Laboratories."
7. Analyses shall be performed according to procedures outlined in the current edition of Standard Methods for the Examination of Water and Wastewater by the American Public Health Association-American Water Works Association-Water Pollution Control Federation (APHA-AWWA-WPCF) or Methods for Chemical Analyses of Water and Wastes by the U.S. Environmental Protection Agency (EPA).
8. Unless other reporting arrangements have been approved by the Water Use Permit Bureau Chief , reports of the analyses shall be submitted to the Water Use Permit Bureau, online at the District WUP Portal or mailed in hardcopy on or before the tenth day of the following month. The online submittal shall include a scanned upload of the original laboratory report. The hardcopy submittal shall be a copy of the laboratory's analysis form . If for some reason, a sample cannot be taken when required, the Permittee shall indicate so and give the reason in the space for comments at the WUP Portal or shall submit the reason in writing on the regular due date .
9. The parameters and frequency of sampling and analysis may be modified by the District as necessary to ensure the protection of the resource.
10. Water quality samples shall be collected based on the following timetable for the frequency listed in the special condition:

<u>Frequency</u>	<u>Timetable</u>
Weekly	Same day of each week
Quarterly	Same week of February, May, August, November
Semi-annually	Same week of May, November
Monthly	Same week of each month

WELL CONSTRUCTION INSTRUCTIONS

All wells proposed to be constructed shall be drilled and constructed as specified below:

1. All well casing (including liners and/or pipe) must be sealed to the depth specified in the permit condition.
2. The proposed well(s) shall be constructed of materials that are resistant to degradation of the casing/grout due to interaction with the water of lesser quality. A minimum grout thickness of two (2) inches is required on wells four (4) inches or more in diameter.
3. A minimum of twenty (20) feet overlap and two (2) centralizers is required for Public Supply wells and all wells six (6) inches or more in diameter.
4. Any variation from estimated, maximum or minimum total depths; maximum or minimum casing depths; well location or casing diameter specified in the condition requires advanced approval by the Water Use Permit Bureau Chief, or the Well Construction Section Manager.
5. The Permittee is notified that a proposal to significantly change any of these well construction specifications may require permit modification if the District determines that such a change would result in significantly greater withdrawal impacts than those considered for this Permit.
6. The finished well casing depth shall not vary from these specifications by greater than ten (10) percent unless advance approval is granted by the Water Use Permit Bureau Chief, or the Well Construction Section Manager.

ANNUAL REPORT SUBMITTAL INSTRUCTIONS

The "Public Supply Water Use Annual Report Form" (Form No. LEG-R.023.00 (01/09)), is designed to assist the Permittee with the annual report requirements, but the final authority for what must be included in the Water Use Annual Report is in this condition and in these instructions. Two identical copies of the "Public Supply Water Use Annual Report Form" and two identical copies of all required supporting documentation shall be included if submitted in hard copy. "Identical copy" in this instance means that if the original is in color, then all copies shall also be printed in color. If submitted electronically, only one submittal is required; however, any part of the document that is in color shall be scanned in color.

1. **Per Capita Use Rate** - A per capita rate for the previous calendar year will be progressively calculated until a rate of 150 gpd per person or less is determined whether it is the unadjusted per capita, adjusted per capita, or compliance per capita. The calculations shall be performed as shown in Part A of the Form. The Permittee shall refer to and use the definitions and instructions for all components as provided on the Form and in the Water Use Permit Applicant's Handbook Part B. Permittees that have interconnected service areas and receive an annual average quantity of 100,000 gpd or more from another permittee are to include these quantities as imported quantities. Permittees in the Southern Water Use Caution Area (SWUCA) or the Northern Tampa Bay Water Use Caution Area (NTBWUCA), as it existed prior to October 1, 2007, shall achieve a per capita of 150 gpd or less, and those in these areas that cannot achieve a compliance per capita rate of 150 gpd or less shall include a report on why this rate was not achieved, measures taken to comply with this requirement, and a plan to bring the permit into compliance. Permittees not in a Water Use Caution Area that cannot achieve a compliance per capita rate of 150 gpd or less by December 31, 2019 shall submit this same report in the Annual Report due April 1, 2020.
2. **Residential Use** - Residential water use consists of the indoor and outdoor water uses associated with each category of residential customer (single family units, multi-family units, and mobile homes), including irrigation uses, whether separately metered or not. The Permittee shall document the methodology used to determine the number of dwelling units by type and the quantities used. Estimates of water use based upon meter size will not be accepted. If mobile homes are included in the Permittees multi-family unit category, the information for them does not have to be separated. The information for each category shall include:
 - A. Number of dwelling units per category,
 - B. Number of domestic metered connections per category,
 - C. Number of metered irrigation connections,
 - D. Annual average quantities in gallons per day provided to each category, and
 - E. Percentage of the total residential water use provided apportioned to each category.
3. **Non-Residential Use** - Non-residential use consists of all quantities provided for use in a community not directly associated with places of residence. For each category below, the Permittee shall include annual average gpd provided and percent of total non-residential use quantities provided. For each category 1 through 6 below, the number of metered connections shall be provided. These non-residential use categories are:
 - A. Industrial/commercial uses, including associated lawn and landscape irrigation use,
 - B. Agricultural uses (e.g., irrigation of a nursery),

- C. Recreation/Aesthetic, for example irrigation (excluding golf courses) of Common Areas, stadiums and school yards,
 - D. Golf course irrigation,
 - E. Fire fighting, system testing and other accounted uses, -
 - F. K-through-12 schools that do not serve any of the service area population, and
 - G. Water Loss as defined as the difference between the output from the treatment plant and accounted residential water use (B above) and the listed non-residential uses in this section.
4. **Water Audit** - The water audit report that is done because water losses are greater than 10% of the total distribution quantities shall include the following items:
- A. Evaluation of:
 - 1) leakage associated with transmission and distribution mains,
 - 2) overflow and leakage from storage tanks,
 - 3) leakage near service connections,
 - 4) illegal connections,
 - 5) description and explanations for excessive distribution line flushing (greater than 1% of the treated water volume delivered to the distribution system) for potability,
 - 6) fire suppression,
 - 7) un-metered system testing,
 - 8) under-registration of meters, and
 - 9) other discrepancies between the metered amount of finished water output from the treatment plant less the metered amounts used for residential and non-residential uses specified in Parts B and C above, and
 - B. A schedule for a remedial action-plan to reduce the water losses to below 10%.
5. **Alternative Water Supplied other than Reclaimed Water** - Permittees that provide Alternative Water Supplies other than reclaimed water (e.g., stormwater not treated for potable use) shall include the following on Part D of the Form:
- A. Description of the type of Alternative Water Supply provided,
 - B. County where service is provided,
 - C. Customer name and contact information,
 - D. Customer's Water Use Permit number (if any),
 - E. Customer's meter location latitude and longitude,
 - F. Meter ownership information,
 - G. General customer use category,
 - H. Proposed and actual flows in annual average gallons per day (gpd) per customer,
 - I. Customer cost per 1,000 gallons or flat rate information,
 - J. Delivery mode (e.g., pressurized or non-pressurized),
 - K. Interruptible Service Agreement (Y/N),
 - L. Month/year service began, and
 - M. Totals of monthly quantities supplied.
6. **Suppliers of Reclaimed Water** - Depending upon the treatment capacity of the Permittees wastewater treatment plant, the Permittee shall submit information on reclaimed water supplied as follows:
- A. Permittees having a wastewater treatment facility with an annual average design capacity equal to or greater than 100,000 gpd shall utilize the "SWFWMD Annual Reclaimed Water Supplier Report" in Excel format on the Compact Disk, Form No. LEG-R.026.00 (05/09). The "SWFWMD Annual Reclaimed Water Supplier Report" is described in Section 3.1 of Chapter 3, under the subheading "Reclaimed Water Supplier Report" and is described in detail in the Water Use Permit Applicant's Handbook Part B.
 - B. Permittees that have a wastewater treatment facility with an annual average design capacity less than 100,000 gpd can either utilize the "SWFWMD Annual Reclaimed Water Supplier Report," Form No. LEG-R.026.00, as described in sub-part (1) above or provide the following information on Part E of the Form:
 - 1) Bulk customer information:
 - a) Name, address, telephone number,
 - b) WUP number (if any),

- c) General use category (residential, commercial, recreational, agricultural irrigation, mining),
 - d) Month/year first served,
 - e) Line size,
 - f) Meter information, including the ownership and latitude and longitude location,
 - g) Delivery mode (pressurized, non-pressurized).
- 2) Monthly flow in gallons per bulk customer.
 - 3) Total gallons per day (gpd) provided for metered residential irrigation.
 - 4) Disposal information:
 - a) Site name and location (latitude and longitude or as a reference to the service area map),
 - b) Contact name and telephone,
 - c) Disposal method, and
 - d) Annual average gpd disposed.

Darrin Herbst, P.G. Electronically Signed

Authorized Signature

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

This permit, issued under the provision of Chapter 373, Florida Statutes and Florida Administrative Code 40D-2, authorizes the Permittee to withdraw the quantities outlined above, and may require various activities to be performed by the Permittee as described in the permit, including the Special Conditions. The permit does not convey to the Permittee any property rights or privileges other than those specified herein, nor relieve the Permittee from complying with any applicable local government, state, or federal law, rule, or ordinance.

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
February 1, 2017

REGULAR AGENDA
ITEM 7

Budget Process for FY 2018

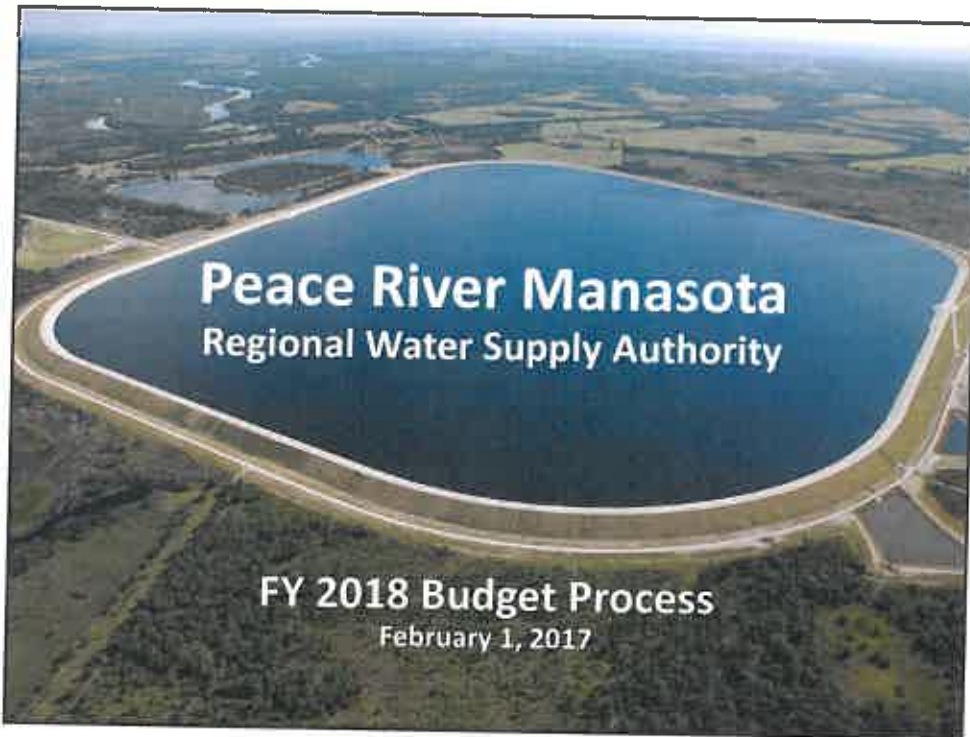
Presenter - Patrick Lehman, Executive Director

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

Staff will present the process and schedule for the preparation of the budget for FY 2018 for Board consideration and direction.

Schedule for FY 2018 Budget	
Date	Event
February 1, 2017	Authority Board Meeting – Budget Process
April 12, 2017	Authority Board Meeting – Adopt FY 2018 Tentative Budget
June 7, 2017	Authority Board Meeting
August 2, 2017	Authority Board Meeting – Public Hearing and adoption of FY 2018 Budget

Attachments:
FY 2018 Budget Process Presentation



Peace River Manasota Regional Water Supply Authority

Mission of the Authority is:

"To provide the region with a sufficient, high quality, safe drinking water supply that is reliable, sustainable and protective of our natural resources now and into the future."

Vision of the Authority is:

"Through cooperation and collaboration the Authority and its members shall create and maintain a sustainable, interconnected regional water supply system."

Model for State in Regional Cooperation

OUR VIEW

Region's plan offers water-policy model

Four-county authority prepared to meet growing demand

As recent political events have demonstrated, it's becoming difficult to predict what will happen in the short term, much less more than five decades from now.

Nevertheless, the good-planning group 1000 Friends of Florida and several partners have provided a public service with a report that attempts to project our state's demands for, and supplies of, water 54 years from now.

only 24 million gallons were delivered daily to Sarasota, Charlotte and DeSoto counties and the city of North Port. (Those jurisdictions currently have contracts that entitle them to a total of about 35 mgd.)

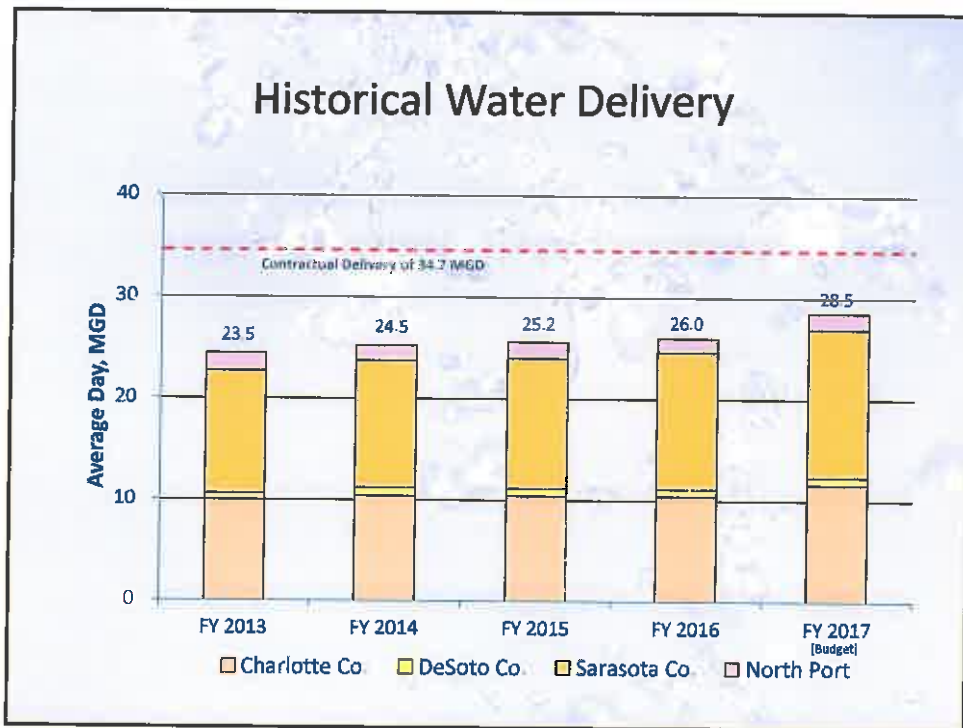
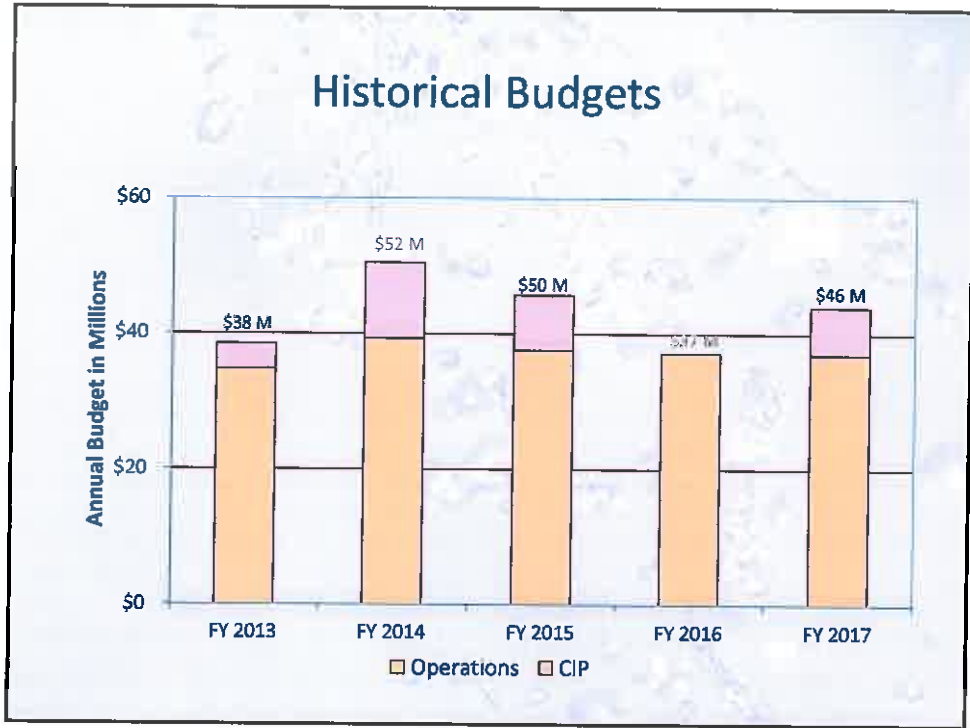
What's more, the authority currently has 13 billion gallons in storage — about half in conventional reservoirs and a slightly larger share in underground wells. That represents about 500 days' worth of demand.

The authority's supply is supplemented by Manatee County's reservoir and wells, plus systems owned and operated by cities such as Bradenton, Sarasota and Venice.

Herald-Tribune
November 18, 2016

Budget Schedule

- Feb. 1 - Authority Board meeting – Budget Process
- Mar 3 - Draft Budget for FY 2018 distributed to members' staffs
- Mar 8 - Customer staff meeting
- Apr. 12 - Authority Board meeting – adopt Tentative Budget for FY 2018
- May 3 - Customer staff meeting
- May 12 - Administrators' meeting
- June 7 - Authority Board meeting
- July 12 - Customer staff meeting
- July/Aug - Member County BOCC and North Port Commission meetings
- Aug. 2 - Authority Board meeting and Public Hearing to adopt Final Budget for FY 2018

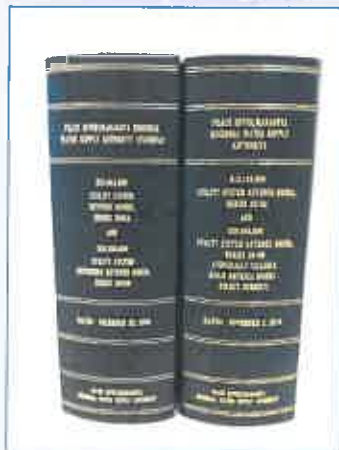


Guiding Documents



- Federal Regulations
- Florida Statutes
- Authority Governance
- MWSC
- Bond Documents
- Board Policies
- Guidelines/Procedures
- Standard/General Practice

Bond Documents



- 2010 Utility System Revenue Bonds:
 - ✓ Series 2010A \$13 M
 - ✓ Series 2010B \$29 M
- 2014 Utility System Revenue Bonds:
 - ✓ Series 2014A \$27 M
 - ✓ Series 2014B \$56 M
- 2015 Utility System Revenue Bonds:
 - ✓ Series 2015 \$24 M

Bond Rating



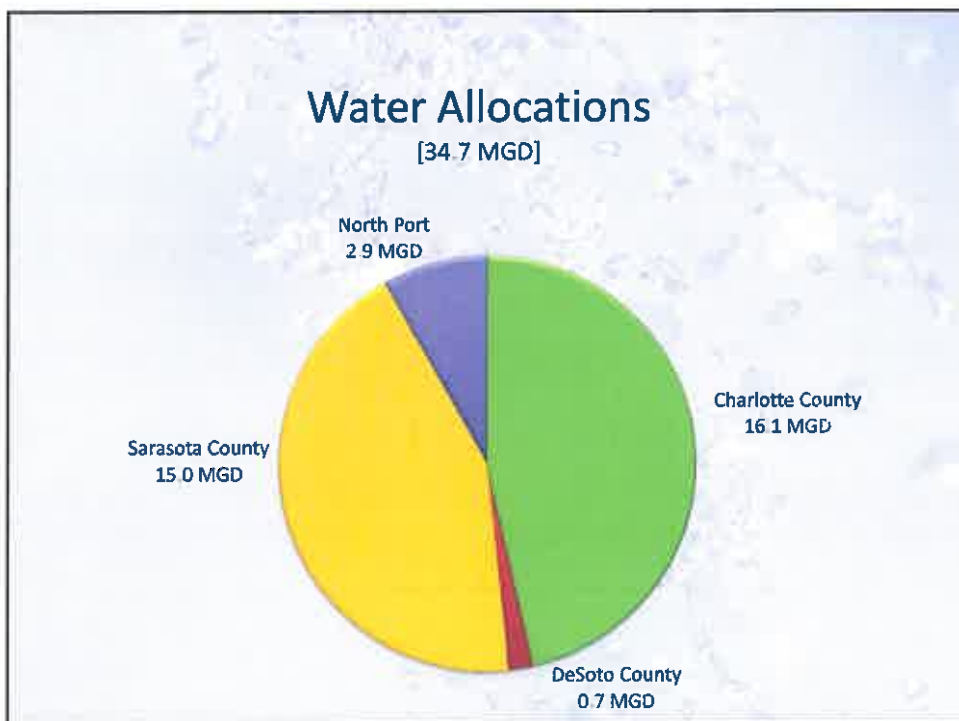
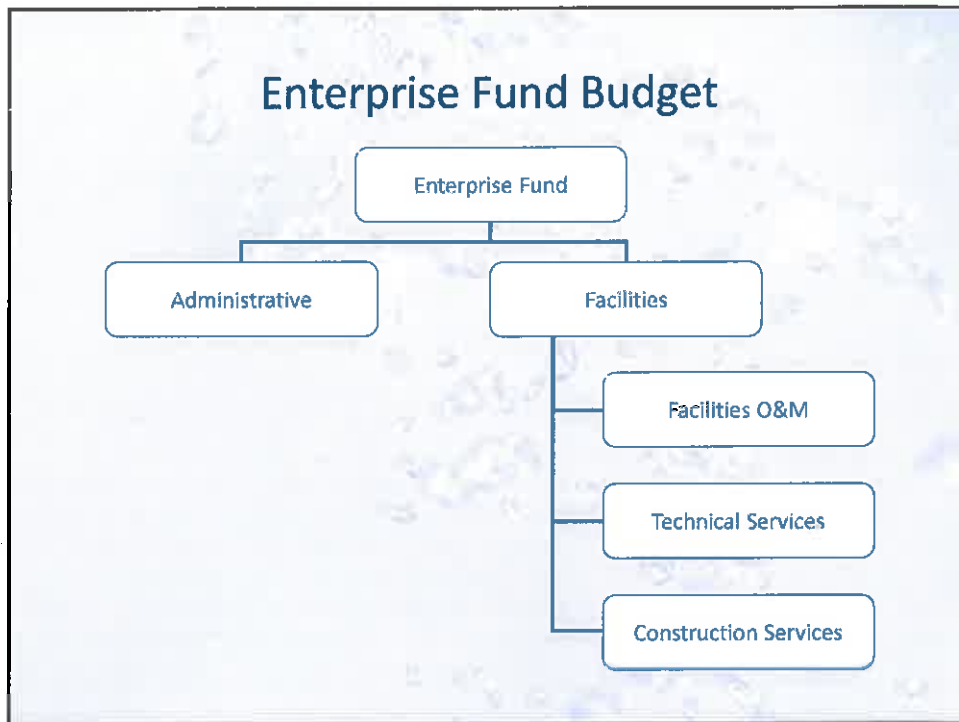
Rating Agency reports [2015]

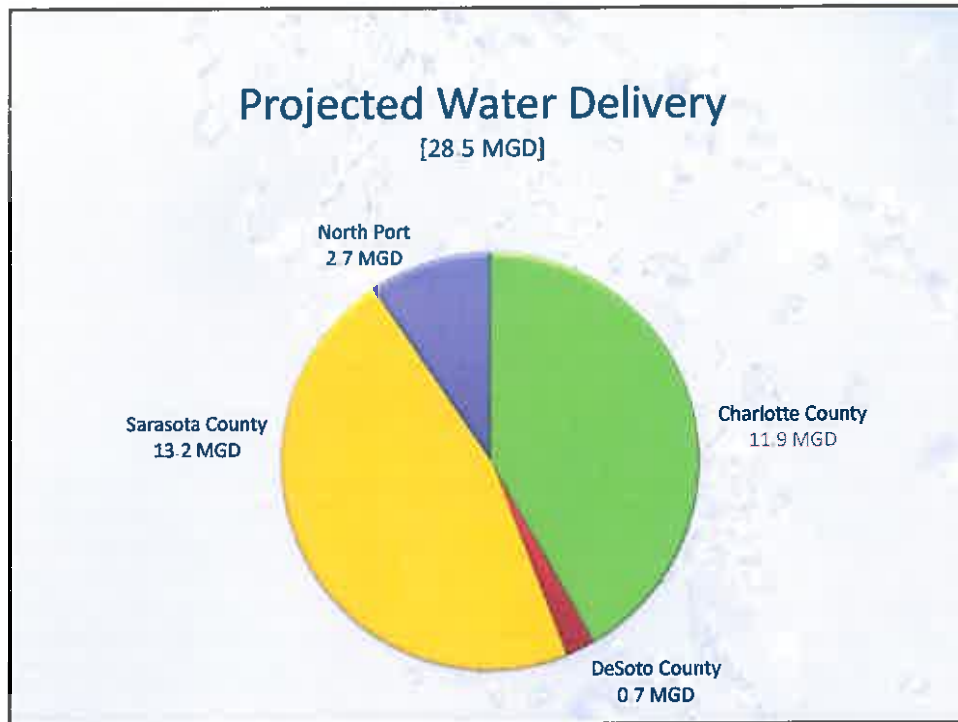
- Moody's Aa3
- Fitch Ratings AA-
- Standard & Poor's AA-

All agencies providing 'stable outlook' for the Authority.

Budget Principles

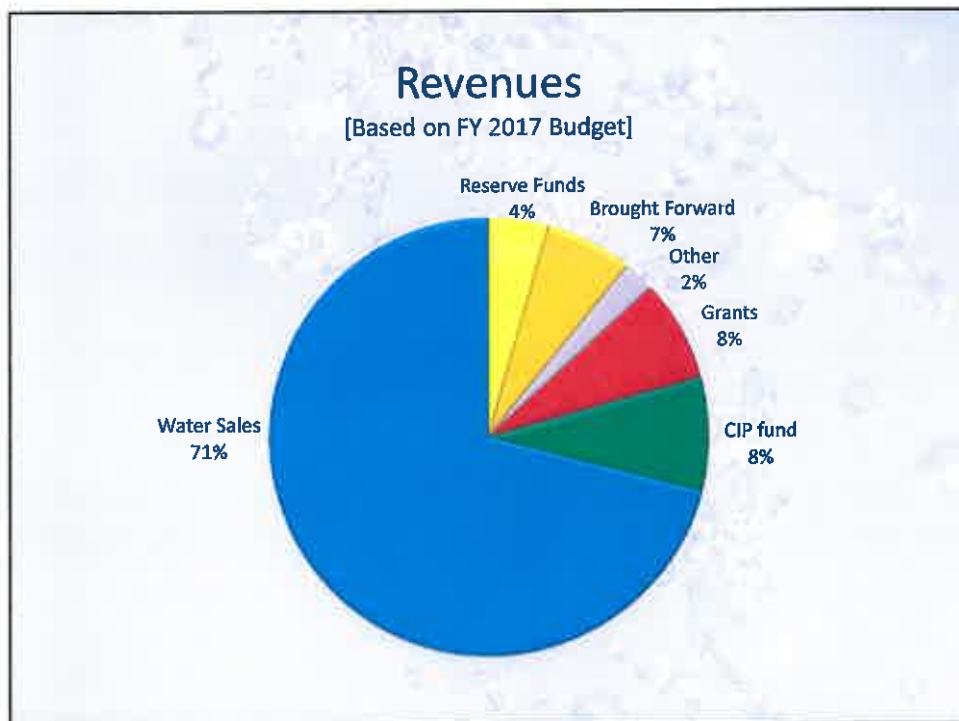
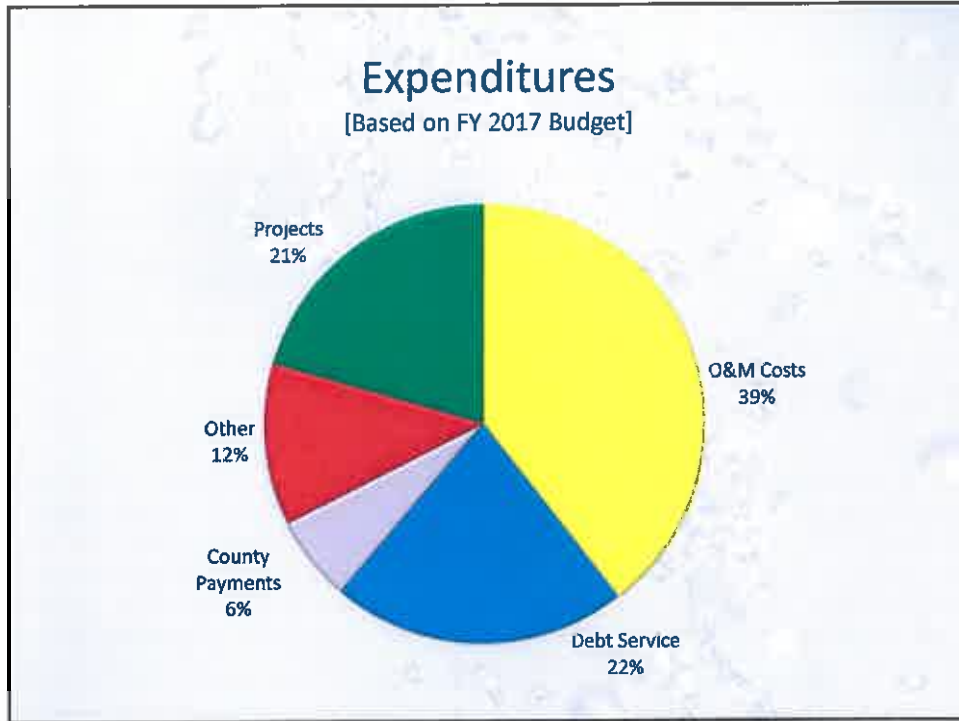
- Meet MWSC obligations [34.7 MGD]
- Meet Customer water demand projections for FY 2018
- Planning for long term water demands
- Investment to maintain infrastructure
- Maintain financial stability/bond ratings
- Maintain reasonable water rates:
 - ✓ Next fiscal year FY 2018
 - ✓ Near-term [2-5 years]
 - ✓ Long term [5-20 years]





Budget Preparation for FY 2018

- **Operating Costs**
 - ✓ FPL electric rate increase projection [approved by PSC Nov. 2016]
 - 2016 – 2017 10%
 - 2017 – 2018 2%
- **Staffing**
 - ✓ Personnel compensation [increase comparable to members]
 - ✓ Evaluating staffing needs [currently 47 FTE]
- **Budget Priorities**
 - ✓ Comply with Master Water Supply Contract
 - ✓ Prioritize R&R funding to maintain infrastructure
 - ✓ Provide CIP funding for future projects
 - ✓ Strategic Plan Implementation

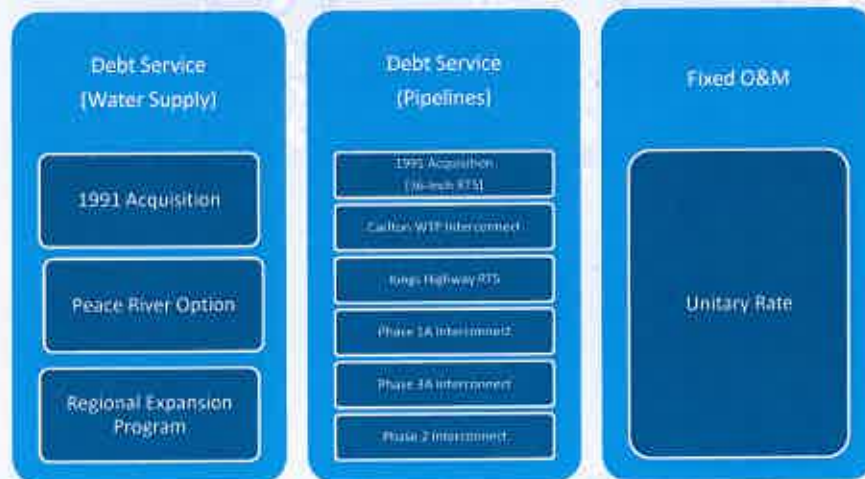


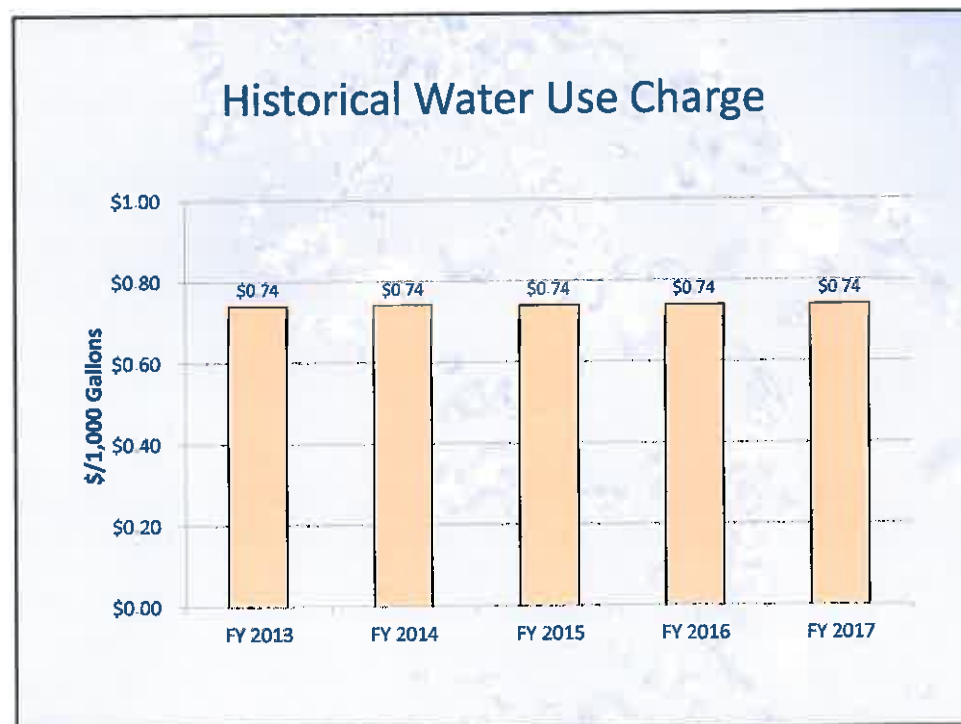
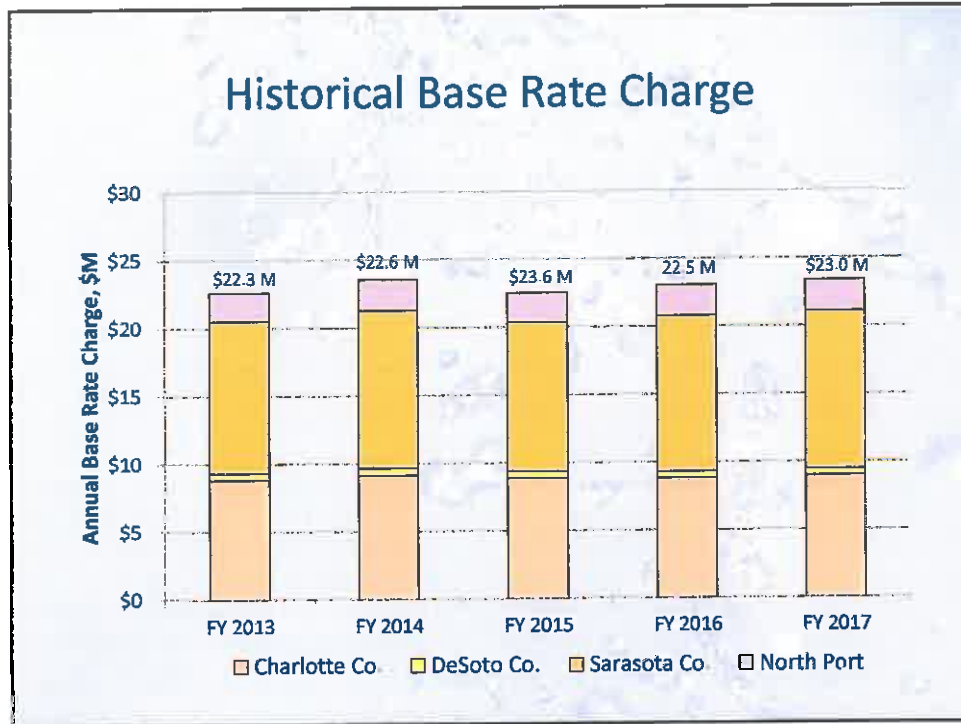
Water Rate

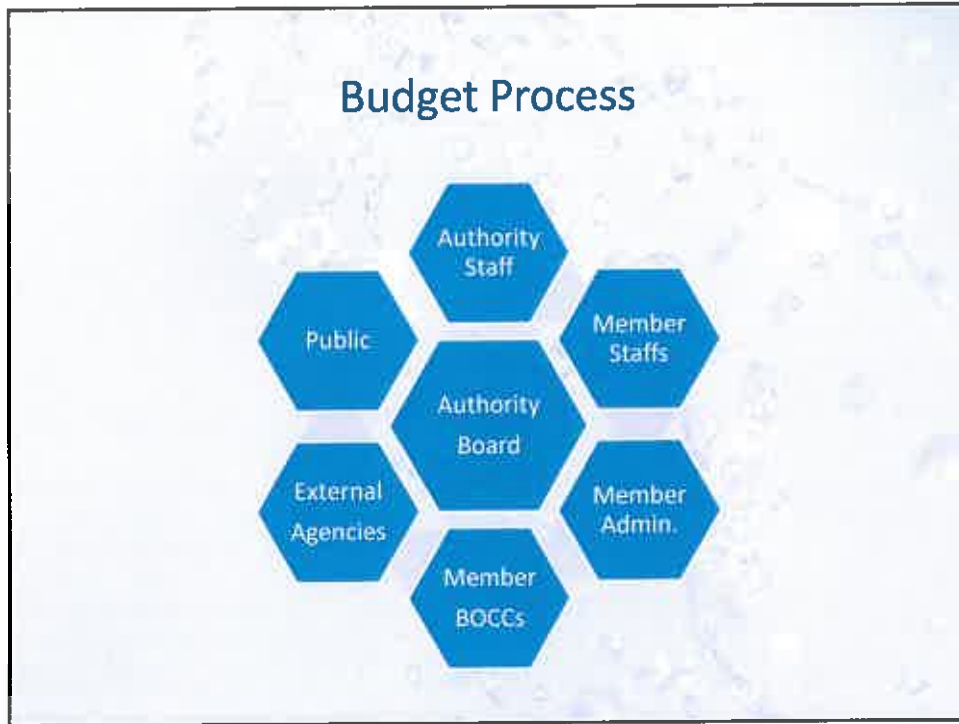
Water Rate is established by resolution of the Authority for the sale of water and comprised of two components:



Base Rate Components







***PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
February 1, 2017***

**ROUTINE STATUS REPORTS
ITEM 1**

Hydrologic Conditions Report

MEMORANDUM

Project: Hydrologic Conditions Report

Date: February 1, 2017

Developed By: Mike Coates, Deputy Director

This memorandum summarizes rainfall and surface water conditions, and the Authority's current water storage and supply conditions for the month of January 2017, and the preceding 12-month period.

Rainfall Conditions & Projections

Rainfall in the Peace River Basin for the past 12-months is about 8 inches below-normal. This data covers about 1/2 of the month of January which is typically a low rainfall month (see Table 1). Rainfall for the month of January 2017 (through January 17th) totaled about 0.5 inch while the historical average rainfall for the full month of January is 2.1 inches.

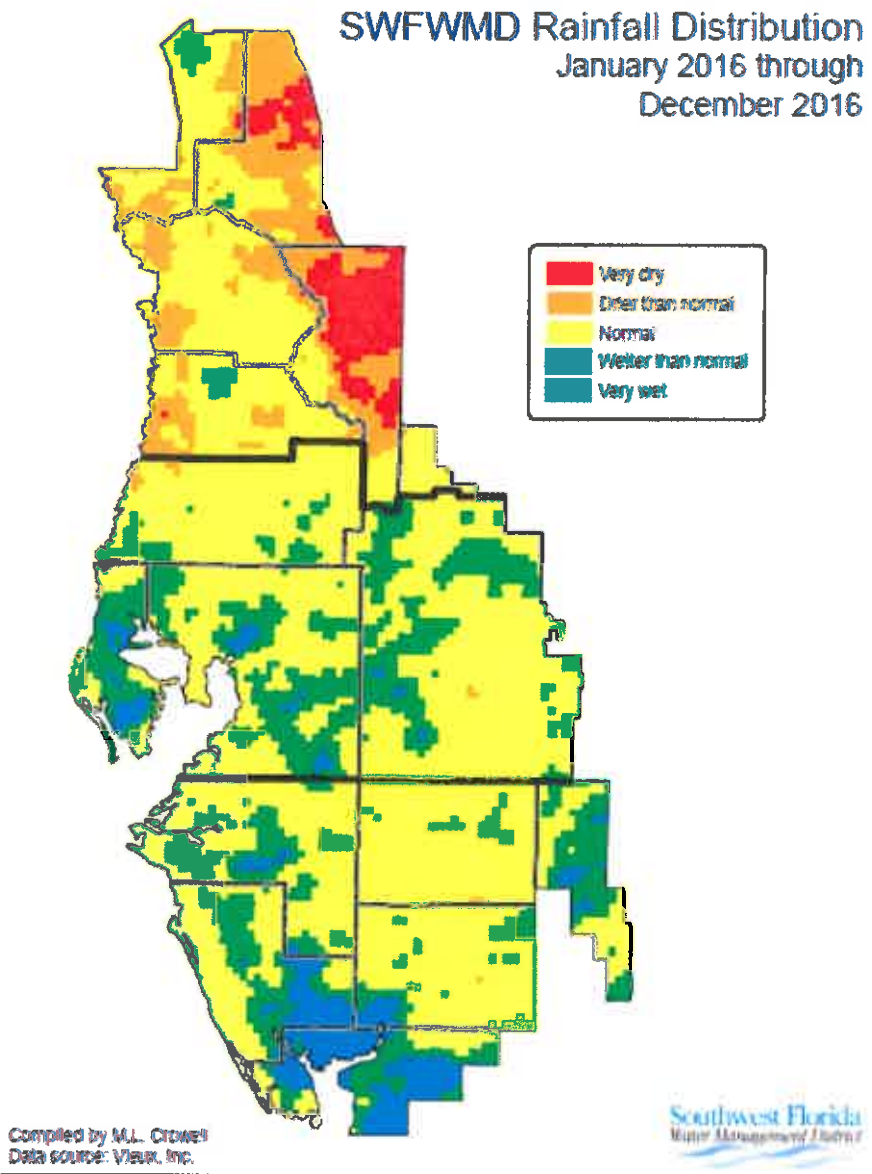
Region-wide rainfall conditions reported by SWFWMD for the 12-month period ending December 2016 are shown in Figure 1 (this is most up-to-date map available). Conditions shown on Figure 1 indicate pervasive above-normal rainfall in most of the Authority service area during the past year.

Projections for the next three months (February through April) from NOAA are for above-normal temperatures and below-normal rainfall for southwest Florida. The NOAA extended forecast is for La Nina condition to persist but weaken through February, followed by ENSO neutral conditions. In spite of the ENSO neutral conditions, warm, dry conditions in SW Florida typically associated with La Nina are projected to persist into April.

Table 1 (Peace River Basin Rainfall - Inches)

Item	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Total
Long-Term Avg.	2.56	2.96	2.56	3.89	8.31	8.09	7.60	7.30	3.19	1.73	1.90	2.10	52.2
Actual Past 12 Months	2.42	2.97	4.0	6.56	5.60	6.00	7.73	4.73	2.31	0.04	1.21	0.48	44.1
Difference	-0.14	0.01	1.44	2.67	-2.71	-2.09	0.13	-2.57	-0.88	-1.69	-0.69	-1.62	-8.1

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. January 2017 flow in the “Peace River at Fort Meade” (upper part of the watershed) and “Peace River at Arcadia” (lower part of the watershed) were below average as a result of low rainfall conditions in the basin for the past 5 months. 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)

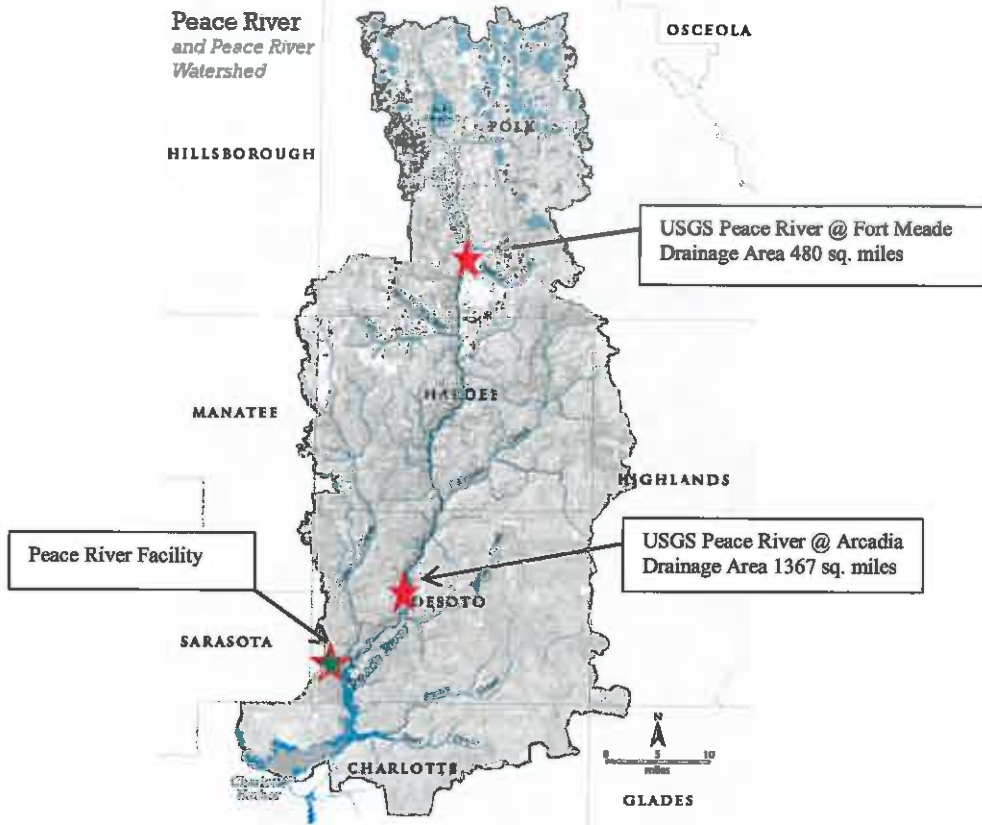


Figure 3 (Peace River Flow @ Fort Meade)

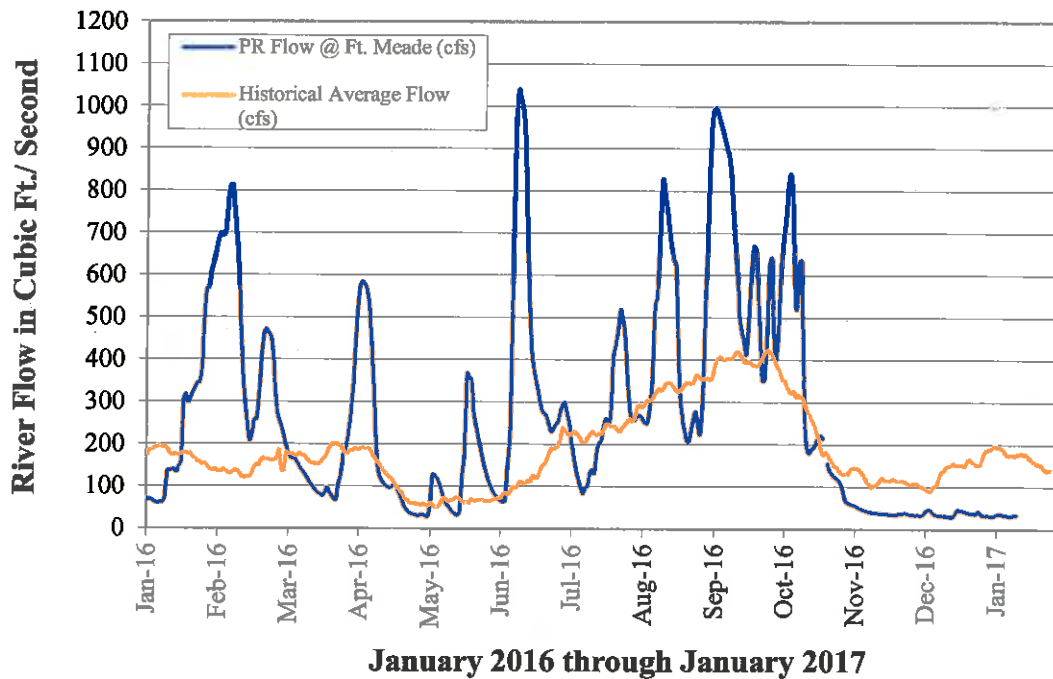
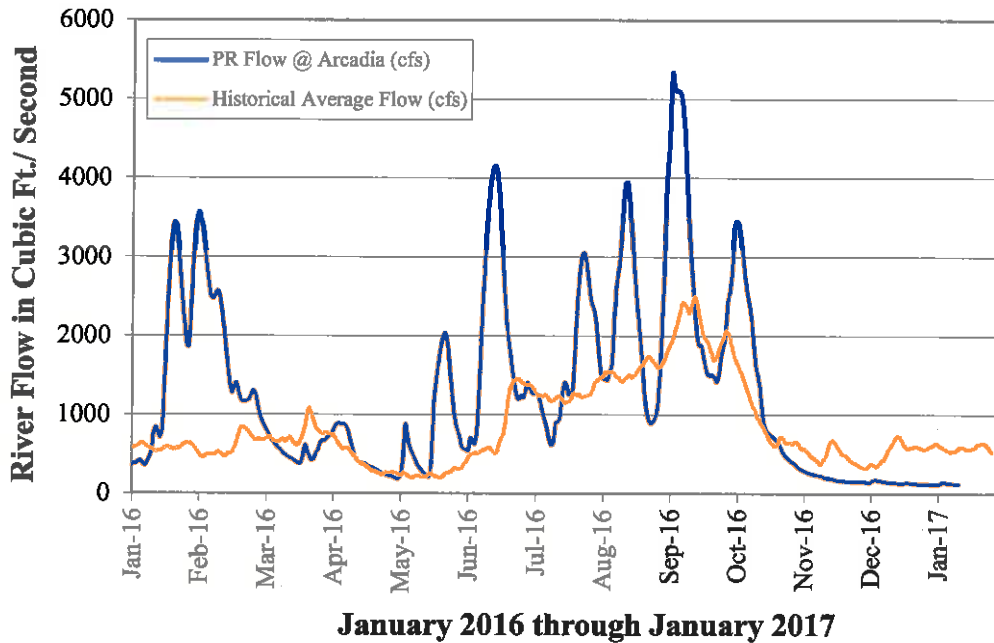


Figure 4 (Peace River Flow @ Arcadia)



River Withdrawals, Finished Water Production & Demand

Water was available for harvest from the river during December 2016 and early January 2017 however ongoing dredging operations at the intake reduced the times when withdrawals could be made to only weekends (no dredging). River withdrawals during December 2016 and January 2017 averaged 6.8 and 5.5 MGD respectively.

Figure 5 (Withdrawals from Peace River)

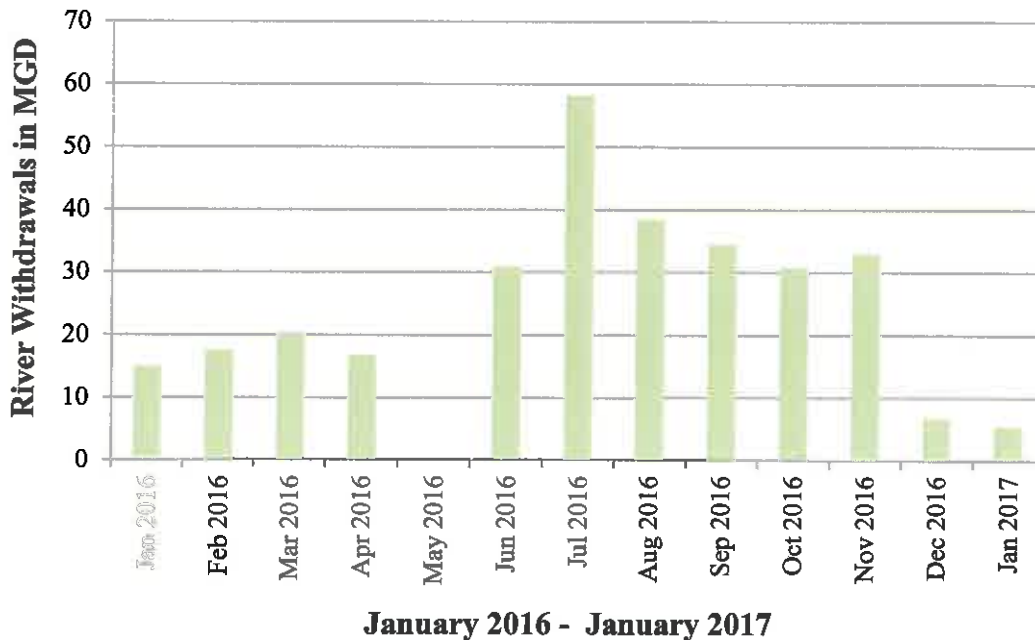
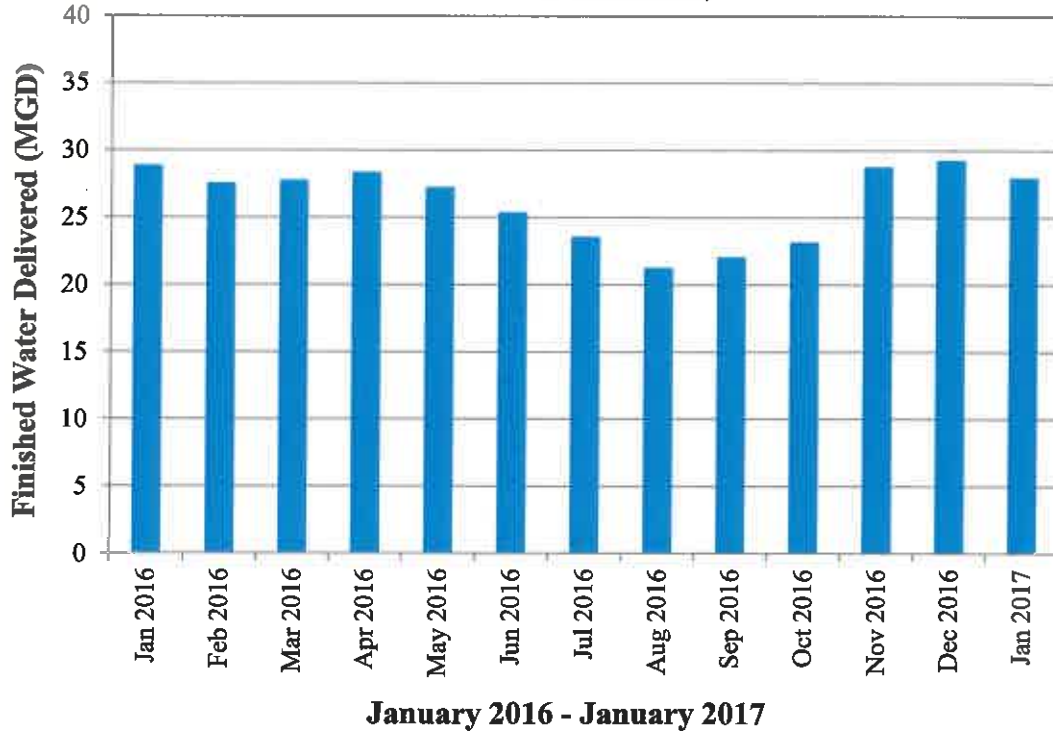


Figure 6 shows monthly finished water deliveries to Customers for the 12-month period ending mid-January 2017. Finished water deliveries to Customers during January 2016 averaged 28 MGD. Seasonal water delivery from the Regional System to the City of Punta Gorda is ongoing.

Figure 6 (Peace River Facility Deliveries to Customers)



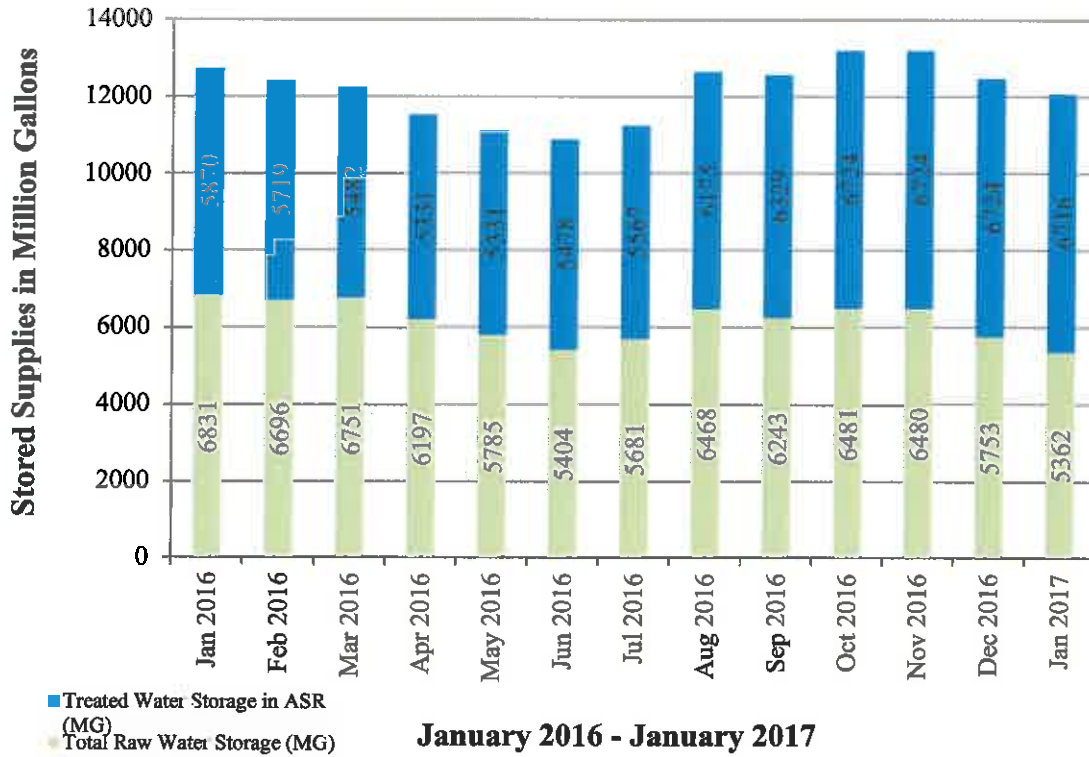
Stored Supplies at the PRF

The Authority maintains two large capacity off-stream storage systems at the PRF. The primary storage is raw river water stored in Reservoir No. 1 and No. 2. When flow in the River is high enough, a small percentage of that flow is harvested at the Authority’s pumping facility on the Peace River and stored in Reservoirs 1 and 2. This storage is designed to be completely refilled each wet season. Total raw-water storage capacity is seasonally adjusted. During the hurricane season the total raw water storage capacity is 6.5 billion gallons (BG). Outside of hurricane season, additional water can be safely stored. Current maximum raw water storage capacity (November) is 6.7 BG. **Raw water stored as of January 17, 2017 totaled about 5.4 BG.**

The secondary storage at the PRF is treated water stored in the Aquifer Storage and Recovery (ASR) system. The design capacity of the ASR system is approximately 6.3 BG. Because this supply must be treated before storage, it can’t be stored as rapidly as water in the raw-water reservoirs. Filling ASR storage is done incrementally each year as excess treatment capacity and hydrologic condition allow. ASR recharge ceased in early November. **Treated water stored in ASR as of January 17, 2017 totaled about 6.7 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 January 17, 2016 was about 12.1 BG.** This is about 0.6 BG less water in storage than in January 2016.

Figure 8 (Stored Water Supplies)



***PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
February 1, 2017***

**ROUTINE STATUS REPORTS
ITEM 2**

Check Registers for November 2016 and December 2016

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
CHECK REGISTER: NOVEMBER & DECEMBER 2016

Bank Code: PUBLIC FUNDS INTEREST CHECKING (PNC)

Document Number	Date	Payee Name / Description	Type	Status	Amount
DCT15FRS	11/04/2016	FLORIDA DIVISION OF RETIREMENT	CHK	CLR	\$23,466.25
35603	11/07/2016	BLUSITE SOLUTIONS OF SOUTHWEST	CHK	CLR	\$258.00
35604	11/07/2016	MSC INDUSTRIAL SUPPLY CO.	CHK	CLR	\$1,167.73
35605	11/07/2016	CINTAS	CHK	CLR	\$237.66
35606	11/07/2016	ALLIED UNIVERSAL CORP.	CHK	VOID	\$0.00
35607	11/07/2016	ALLIED UNIVERSAL CORP.	CHK	CLR	\$54,060.86
35608	11/07/2016	THE SUN	CHK	CLR	\$248.82
35609	11/07/2016	FEDERAL EXPRESS	CHK	CLR	\$107.34
35610	11/07/2016	FISHER SCIENTIFIC	CHK	CLR	\$1,048.92
35611	11/07/2016	ANIXTER INC.	CHK	CLR	\$17,374.88
35612	11/07/2016	HACH COMPANY	CHK	CLR	\$3,387.77
35613	11/07/2016	KINGSWAY ACE HARDWARE	CHK	CLR	\$107.07
35614	11/07/2016	MCMASTER-CARR SUPPLY CO	CHK	CLR	\$1,106.55
35615	11/07/2016	BUSINESS CARD	CHK	CLR	\$596.12
35616	11/07/2016	HOME DEPOT	CHK	CLR	\$91.31
35617	11/07/2016	HDR ENGINEERING INC.	CHK	CLR	\$31,412.90
35618	11/07/2016	BUSINESS CARD	CHK	CLR	\$465.10
35619	11/07/2016	SIEMENS INDUSTRY, INC.	CHK	CLR	\$1,300.00
35620	11/07/2016	FEI-FT.MYERS WATERWORKS #127	CHK	CLR	\$911.50
35621	11/07/2016	SARASOTA HERALD TRIBUNE	CHK	CLR	\$165.00
35622	11/07/2016	TRANSCAT, INC.	CHK	CLR	\$531.25
35623	11/07/2016	GRAYBAR	CHK	CLR	\$89.95
35624	11/07/2016	QUALITY STARTER & ALT SER INC.	CHK	CLR	\$202.90
35625	11/07/2016	BUSINESS CARD	CHK	CLR	\$1,767.43
35626	11/07/2016	BUSINESS CARD	CHK	CLR	\$309.10
35627	11/07/2016	EUROFINS EATON ANALYTICAL, INC.	CHK	CLR	\$395.00
35628	11/07/2016	GRAINGER	CHK	CLR	\$644.40
35629	11/07/2016	VOYAGER FLEET SYSTEMS, INC.	CHK	CLR	\$1,768.55
35630	11/07/2016	CENTURYLINK	CHK	CLR	\$1,496.55
35631	11/07/2016	FLORIDA DEPARTMENT OF STATE	CHK	CLR	\$40.88
35632	11/07/2016	ADECCO EMPLOYMENT SERVICES	CHK	CLR	\$2,649.60
35633	11/07/2016	ALLIANCE FIRE & SAFETY	CHK	CLR	\$305.25
35634	11/07/2016	ASSOC. OF STATE DAM SAFETY OFFIC	CHK	CLR	\$52.00
35635	11/07/2016	BENCHMARK ENVIROANALYTICAL INC	CHK	CLR	\$4,567.25
35636	11/07/2016	CROM ENGINEERING & CONSTRUCTIO	CHK	CLR	\$49,109.28
35637	11/07/2016	CHENANGO SUPPLY CO., INC.	CHK	CLR	\$103.65
35638	11/07/2016	DILLER-BROWN & ASSOC. INC.	CHK	CLR	\$1,692.38
35639	11/07/2016	DESOTO COUNTY WATER UTILITY	CHK	CLR	\$2,047.05
35640	11/07/2016	Doug Morton	CHK	CLR	\$182.56
35641	11/07/2016	DIANE R. SALZ	CHK	CLR	\$3,750.00
35642	11/07/2016	FLORIDA U.C. FUND	CHK	CLR	\$1,650.00
35643	11/07/2016	FLORIDA POWER & LIGHT COMPANY	CHK	CLR	\$117,631.56
35644	11/07/2016	FRONTIER COMMUNICATIONS	CHK	CLR	\$214.99
35645	11/07/2016	AIRGAS SPECIALTY PRODUCTS	CHK	CLR	\$2,982.90
35646	11/07/2016	JAN-PRO OF MANASOTA	CHK	CLR	\$249.00
35647	11/07/2016	KEETON'S OFFICE & ART SUPPLY	CHK	CLR	\$710.75
35648	11/07/2016	KIMLEY-HORN AND ASSOCIATES, INC.	CHK	CLR	\$3,804.00
35649	11/07/2016	LogMeln, Inc.	CHK	CLR	\$2,999.00
35650	11/07/2016	MANSON BOLVES DONALDSON VARN,	CHK	CLR	\$13,680.20
35651	11/07/2016	SHALINA ODEGARD	CHK	CLR	\$38.00
35652	11/07/2016	C & S CHEMICALS INC.	CHK	VOID	\$0.00
35653	11/07/2016	C & S CHEMICALS INC.	CHK	VOID	\$0.00
35654	11/07/2016	C & S CHEMICALS INC.	CHK	VOID	\$0.00
35655	11/07/2016	C & S CHEMICALS INC.	CHK	CLR	\$72,382.94
35656	11/07/2016	PHENOVA, INC.	CHK	CLR	\$259.65
35657	11/07/2016	RAY PILON	CHK	CLR	\$3,750.00
35658	11/07/2016	PMC ENGINEERING LLC	CHK	CLR	\$2,517.93
35659	11/07/2016	RING POWER CORPORATION	CHK	CLR	\$1,350.00
35660	11/07/2016	SHEARER CONSULTING INC.	CHK	CLR	\$2,500.00
35661	11/07/2016	SMITH RANCH & GARDEN, INC.	CHK	CLR	\$599.20

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35662	11/07/2016	SUTTER ROOFING COMPANY OF FLOR	CHK	CLR	\$458.00
35663	11/07/2016	SAMUEL STONE	CHK	CLR	\$38.00
35664	11/07/2016	TRACTOR SUPPLY COMPANY	CHK	O/S	\$504.96
35665	11/07/2016	UPS	CHK	CLR	\$265.65
35666	11/07/2016	U.S. BANK EQUIPMENT FINANCE	CHK	CLR	\$1,193.00
CONT111016	11/08/2016	Valic	CHK	CLR	\$6,232.31
EREMIT111616	11/08/2016	STATE OF FLORIDA DISBURSEMENT U	CHK	CLR	\$993.06
35667	11/16/2016	AA ELECTRIC SE INC.	CHK	CLR	\$1,244.60
35668	11/16/2016	ALLIED UNIVERSAL CORP.	CHK	CLR	\$16,099.27
35669	11/16/2016	AIRGAS USA, LLC	CHK	CLR	\$30.36
35670	11/16/2016	WOMACK SANITATION INC.	CHK	CLR	\$750.00
35671	11/16/2016	FISHER SCIENTIFIC	CHK	CLR	\$413.70
35672	11/16/2016	HACH COMPANY	CHK	CLR	\$113.38
35673	11/16/2016	KINGSWAY ACE HARDWARE	CHK	CLR	\$88.81
35674	11/16/2016	HOME DEPOT	CHK	CLR	\$151.94
35675	11/16/2016	SARASOTA HERALD TRIBUNE	CHK	CLR	\$412.40
35676	11/16/2016	GEOKON	CHK	O/S	\$2,465.26
35677	11/16/2016	DESOTO AUTOMOTOVE ENTERPRISES	CHK	CLR	\$95.00
35678	11/16/2016	COUGAR MOUNTAIN SOFTWARE	CHK	CLR	\$1,940.00
35679	11/16/2016	CENTURYLINK	CHK	CLR	\$370.68
35680	11/16/2016	ADECCO EMPLOYMENT SERVICES	CHK	CLR	\$883.20
35681	11/16/2016	ARGILA ENTERPRISES, INC.	CHK	CLR	\$2,250.00
35682	11/16/2016	BILL'S BOTTLED WATER SERVI CE	CHK	CLR	\$21.75
35683	11/16/2016	BENCHMARK ENVIROANALYTICAL INC	CHK	CLR	\$3,261.45
35684	11/16/2016	CHARLOTTE COUNTY UTILITIES	CHK	CLR	\$164,694.84
35685	11/16/2016	DESOTO COUNTY	CHK	O/S	\$66,333.33
35686	11/16/2016	DELL MARKETING L.P.	CHK	CLR	\$27,155.63
35687	11/16/2016	EARTH BALANCE	CHK	CLR	\$27,815.45
35688	11/16/2016	FORT BEND SERVICES, INC.	CHK	CLR	\$5,888.00
35689	11/16/2016	GRAY MATTER SYSTEMS INC.	CHK	O/S	\$2,540.51
35690	11/16/2016	HVMI, LLC	CHK	O/S	\$9,586.10
35691	11/16/2016	JAN-PRO CLEANING SYSTEMS OF SW	CHK	CLR	\$495.00
35692	11/16/2016	JANICKI ENVIRONMENTAL, INC.	CHK	CLR	\$9,770.00
35693	11/16/2016	JOHNSON ENGINEERING, INC.	CHK	CLR	\$3,651.25
35694	11/16/2016	KEETON'S OFFICE & ART SUPPLY	CHK	CLR	\$714.70
35695	11/16/2016	M&M CONTRACTORS INC.	CHK	CLR	\$13,290.39
35696	11/16/2016	NBF Furniture, LLC	CHK	CLR	\$1,550.00
35697	11/16/2016	C & S CHEMICALS INC.	CHK	CLR	\$23,302.87
35698	11/16/2016	THE BANK OF NEW YORK MELLON	CHK	CLR	\$3,000.00
35699	11/16/2016	SUNSHINE STATE ONE CALL OF FL, IN	CHK	CLR	\$36.32
35700	11/16/2016	ROCTEST LTEE	CHK	O/S	\$4,890.00
35701	11/16/2016	RANCH PROPERTY HOLDINGS LLC	CHK	O/S	\$12,640.44
35702	11/16/2016	STANTEC CONSULTING SERVICES INC	CHK	CLR	\$7,473.25
35703	11/16/2016	TERRI GREEN	CHK	CLR	\$36.45
35704	11/16/2016	UPS	CHK	CLR	\$29.01
35705	11/16/2016	U.S. BANK EQUIPMENT FINANCE	CHK	O/S	\$288.96
35706	11/16/2016	VANASSE HANGEN BRUSTLIN, INC	CHK	CLR	\$1,897.50
35707	11/16/2016	WEST COAST MOWING	CHK	O/S	\$2,356.00
CONT112516	11/22/2016	Valic	CHK	CLR	\$6,444.54
PR112516	11/22/2016	STATE OF FLORIDA DISBURSEMENT U	CHK	CLR	\$993.06
35708	12/02/2016	BLUSITE SOLUTIONS OF SOUTHWEST	CHK	O/S	\$328.00
35709	12/02/2016	MSC INDUSTRIAL SUPPLY CO.	CHK	O/S	\$1,721.35
35710	12/02/2016	CINTAS	CHK	O/S	\$217.15
35711	12/02/2016	DMS-FINANCIAL MGMT SERVICES	CHK	O/S	\$234.99
35712	12/02/2016	ALLIED UNIVERSAL CORP.	CHK	VOID	\$0.00
35713	12/02/2016	ALLIED UNIVERSAL CORP.	CHK	O/S	\$50,610.07
35714	12/02/2016	REXEL	CHK	O/S	\$10,382.40
35715	12/02/2016	FEDERAL EXPRESS	CHK	O/S	\$12.44
35716	12/02/2016	FISHER SCIENTIFIC	CHK	O/S	\$2,829.01
35717	12/02/2016	PAGE MECHANICAL GROUP, INC.	CHK	O/S	\$863.71

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35718	12/02/2016	HACH COMPANY	CHK	O/S	\$1,789.96
35719	12/02/2016	KINGSWAY ACE HARDWARE	CHK	O/S	\$119.97
35720	12/02/2016	BUSINESS CARD	CHK	O/S	\$915.09
35721	12/02/2016	HOME DEPOT	CHK	O/S	\$653.37
35722	12/02/2016	BUSINESS CARD	CHK	O/S	\$893.47
35723	12/02/2016	FEI-FT.MYERS WATERWORKS #127	CHK	O/S	\$3,136.23
35724	12/02/2016	SARASOTA HERALD TRIBUNE	CHK	O/S	\$511.50
35725	12/02/2016	BUSINESS CARD	CHK	O/S	\$623.46
35726	12/02/2016	BUSINESS CARD	CHK	O/S	\$75.23
35727	12/02/2016	EUROFINS EATON ANALYTICAL, INC.	CHK	O/S	\$395.00
35728	12/02/2016	AWC, INC.	CHK	O/S	\$3,964.00
35729	12/02/2016	USA BLUEBOOK	CHK	O/S	\$631.07
35730	12/02/2016	CENTURYLINK	CHK	O/S	\$1,496.65
35731	12/02/2016	ADVANTAGE COMMUNICATIONS, INC.	CHK	O/S	\$3,000.00
35732	12/02/2016	ADECCO EMPLOYMENT SERVICES	CHK	O/S	\$529.92
35733	12/02/2016	ALL FLORIDA WATER-TAMPA	CHK	O/S	\$211.58
35734	12/02/2016	AMAZON	CHK	O/S	\$6,667.00
35735	12/02/2016	ATKINS NORTH AMERICA, INC.	CHK	O/S	\$10,523.24
35736	12/02/2016	BLACK & VEATCH	CHK	O/S	\$7,497.00
35737	12/02/2016	BENCHMARK ENVIROANALYTICAL INC	CHK	O/S	\$2,242.85
35738	12/02/2016	CABOT CORPORATION	CHK	O/S	\$22,209.00
35739	12/02/2016	CHARLOTTE COUNTY BCC - LANDFILL	CHK	O/S	\$3,347.85
35740	12/02/2016	CHARLOTTE COUNTY BD OF COMMISS	CHK	O/S	\$71,706.18
35741	12/02/2016	CEC MOTOR & UTILITY SERVICES, LLC	CHK	O/S	\$6,296.00
35742	12/02/2016	CH2M HILL ENGINEERS INC.	CHK	O/S	\$3,110.94
35743	12/02/2016	DONALDSON COMPANY INC	CHK	O/S	\$2,565.60
35744	12/02/2016	D. M. CONSTRUCTION CORP.	CHK	O/S	\$8,313.83
35745	12/02/2016	E.F. GAINES SURVEYING SERVICES, IN	CHK	O/S	\$4,600.00
35746	12/02/2016	FORSBERG CONSTRUCTION INC.	CHK	O/S	\$25,440.00
35747	12/02/2016	FLORIDA POWER & LIGHT COMPANY	CHK	O/S	\$115,335.44
35748	12/02/2016	FSAWWA	CHK	O/S	\$2,000.00
35749	12/02/2016	AIRGAS SPECIALTY PRODUCTS	CHK	O/S	\$2,939.81
35750	12/02/2016	KEETON'S OFFICE & ART SUPPLY	CHK	O/S	\$263.56
35751	12/02/2016	MANATEE CHAMBER OF COMMERCE	CHK	O/S	\$683.00
35752	12/02/2016	MOCK ENGINEERING, INCORPORATED	CHK	O/S	\$2,187.00
35753	12/02/2016	KEVIN MORRIS	CHK	O/S	\$76.10
35754	12/02/2016	NBF Furniture, LLC	CHK	O/S	\$2,873.00
35755	12/02/2016	NATURAL RESOURCES LLC	CHK	O/S	\$45,930.00
35756	12/02/2016	C & S CHEMICALS INC.	CHK	O/S	\$23,465.99
35757	12/02/2016	PHENOVA, INC.	CHK	O/S	\$269.65
35758	12/02/2016	PROGRESSIVE WATER RESOURCES, L	CHK	O/S	\$3,176.95
35759	12/02/2016	SIMS CRANE & EQUIPMENT	CHK	O/S	\$1,476.60
35760	12/02/2016	THE SHIPPING POST	CHK	O/S	\$25.97
35761	12/02/2016	TEST GAUGE AND BACKFLOW SUPPLY	CHK	O/S	\$379.98
35762	12/02/2016	TKW CONSULTING ENGINEERS, INC.	CHK	O/S	\$995.00
35763	12/02/2016	TRACTOR SUPPLY COMPANY CREDIT	CHK	O/S	\$355.42
35764	12/02/2016	UPS	CHK	O/S	\$444.35
35765	12/02/2016	U.S. BANK EQUIPMENT FINANCE	CHK	O/S	\$1,422.47
35766	12/02/2016	UNITED SYSTEMS COMPUTER GROUP	CHK	O/S	\$14,840.00
35767	12/02/2016	WINDEMULLER TECHNICAL SERVICES	CHK	O/S	\$174.40
FRSNOV16	12/02/2016	FLORIDA DIVISION OF RETIREMENT	CHK	O/S	\$23,978.37
CONT12916	12/05/2016	Valic	CHK	O/S	\$6,975.04
CS120916	12/09/2016	STATE OF FLORIDA DISBURSEMENT U	CHK	O/S	\$993.06
35768	12/14/2016	PRO-CHEM INC.	CHK	O/S	\$682.64
35769	12/14/2016	BLUSITE SOLUTIONS OF SOUTHWEST	CHK	O/S	\$70.00
35770	12/14/2016	MSC INDUSTRIAL SUPPLY CO.	CHK	O/S	\$1,052.72
35771	12/14/2016	ROSS VALVE MANUFACTURING CO	CHK	O/S	\$9,757.70
35772	12/14/2016	ALLIED UNIVERSAL CORP.	CHK	O/S	\$48,966.00
35773	12/14/2016	THE SUN	CHK	O/S	\$323.18
35774	12/14/2016	WOMACK SANITATION INC.	CHK	O/S	\$750.00

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35775	12/14/2016	FISHER SCIENTIFIC	CHK	O/S	\$507.94
35776	12/14/2016	PURVIS GRAY & COMPANY	CHK	O/S	\$21,480.00
35777	12/14/2016	ANIXTER INC.	CHK	O/S	\$1,177.34
35778	12/14/2016	HACH COMPANY	CHK	O/S	\$187.86
35779	12/14/2016	HERC RENTALS INC.	CHK	O/S	\$1,472.96
35780	12/14/2016	FEI-FT.MYERS WATERWORKS #127	CHK	O/S	\$1,275.00
35781	12/14/2016	SAM'S CLUB	CHK	O/S	\$169.25
35782	12/14/2016	TOTALFUNDS BY HASLER	CHK	O/S	\$200.00
35783	12/14/2016	VOYAGER FLEET SYSTEMS, INC.	CHK	O/S	\$2,114.39
35784	12/14/2016	USA BLUEBOOK	CHK	O/S	\$2,612.71
35785	12/14/2016	FLORIDA DEPARTMENT OF STATE	CHK	O/S	\$27.72
35786	12/14/2016	ALLIED ELECTRONICS, INC.	CHK	O/S	\$175.42
35787	12/14/2016	BILL'S BOTTLED WATER SERVI CE	CHK	O/S	\$16.50
35788	12/14/2016	BENCHMARK ENVIROANALYTICAL INC	CHK	O/S	\$7,488.75
35789	12/14/2016	CABOT CORPORATION	CHK	O/S	\$44,198.00
35790	12/14/2016	CHARLOTTE COUNTY UTILITIES	CHK	O/S	\$433,604.84
35791	12/14/2016	CENTRAL FLORIDA EXPRESSWAY AUT	CHK	O/S	\$5.80
35792	12/14/2016	CH2M HILL ENGINEERS INC.	CHK	O/S	\$5,746.61
35793	12/14/2016	CITY OF NORTH PORT	CHK	O/S	\$153,590.00
35794	12/14/2016	DESOTO COUNTY	CHK	O/S	\$100,122.33
35795	12/14/2016	DIANE R. SALZ	CHK	O/S	\$3,750.00
35796	12/14/2016	EARTH BALANCE	CHK	O/S	\$44,404.96
35797	12/14/2016	FORT BEND SERVICES, INC.	CHK	O/S	\$5,888.00
35798	12/14/2016	FRONTIER COMMUNICATIONS	CHK	O/S	\$214.99
35799	12/14/2016	HAZEN AND SAWYER	CHK	O/S	\$10,439.00
35800	12/14/2016	HVMI, LLC	CHK	O/S	\$7,015.10
35801	12/14/2016	JAN-PRO OF MANASOTA	CHK	O/S	\$249.00
35802	12/14/2016	JAN-PRO CLEANING SYSTEMS OF SW	CHK	O/S	\$495.00
35803	12/14/2016	JOHNSON ENGINEERING, INC.	CHK	O/S	\$6,513.60
35804	12/14/2016	KEETON'S OFFICE & ART SUPPLY	CHK	O/S	\$1,438.27
35805	12/14/2016	M&M CONTRACTORS INC.	CHK	O/S	\$2,031.21
35806	12/14/2016	MAIN GATE ENTERPRISES INC.	CHK	O/S	\$504.28
35807	12/14/2016	MICHAEL SAUNDERS & COMPANY	CHK	O/S	\$2,500.00
35808	12/14/2016	NATURAL RESOURCES LLC	CHK	O/S	\$31,132.60
35809	12/14/2016	MARK ORTEL	CHK	O/S	\$200.00
35810	12/14/2016	C & S CHEMICALS INC.	CHK	VOID	\$0.00
35811	12/14/2016	C & S CHEMICALS INC.	CHK	O/S	\$44,536.91
35812	12/14/2016	PREFERRED GOVERNMENT INSURANC	CHK	O/S	\$13,421.75
35813	12/14/2016	RAY PILON	CHK	O/S	\$3,750.00
35814	12/14/2016	DEX IMAGING	CHK	O/S	\$1,489.43
35815	12/14/2016	PROGRESSIVE WATER RESOURCES, L	CHK	O/S	\$800.00
35816	12/14/2016	RANCH PROPERTY HOLDINGS LLC	CHK	O/S	\$12,640.44
35817	12/14/2016	RAPID SECURITY SOLUTIONS, LLC	CHK	O/S	\$276.45
35818	12/14/2016	SARASOTA COUNTY UTILITIES	CHK	O/S	\$889,887.00
35819	12/14/2016	SARASOTA TROPHY & AWARDS INC.	CHK	O/S	\$20.00
35820	12/14/2016	STANTEC CONSULTING SERVICES INC	CHK	O/S	\$1,623.50
35821	12/14/2016	SUPER T	CHK	O/S	\$2,214.66
35822	12/14/2016	UPS	CHK	O/S	\$37.25
35823	12/14/2016	U.S. BANK EQUIPMENT FINANCE	CHK	O/S	\$470.47
35824	12/14/2016	UNITED STATES GEOLOGICAL SURVEY	CHK	O/S	\$7,025.00
35825	12/14/2016	VANASSE HANGEN BRUSTLIN, INC	CHK	O/S	\$7,955.00
35826	12/14/2016	XBYTE TECHNOLOGIES	CHK	O/S	\$995.00
CONT122316	12/23/2016	Valic	CHK	O/S	\$6,424.41
CS122316	12/23/2016	STATE OF FLORIDA DISBURSEMENT U	CHK	O/S	\$993.06
35827	12/30/2016	BLUSITE SOLUTIONS OF SOUTHWEST	CHK	O/S	\$258.00
35828	12/30/2016	CINTAS	CHK	O/S	\$68.76
35829	12/30/2016	DMS-FINANCIAL MGMT SERVICES	CHK	O/S	\$214.72
35830	12/30/2016	ALLIED UNIVERSAL CORP.	CHK	O/S	\$12,209.39
35831	12/30/2016	FEDERAL EXPRESS	CHK	O/S	\$12.34
35832	12/30/2016	AIRGAS USA, LLC	CHK	O/S	\$29.70

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35833	12/30/2016	ANIXTER INC.	CHK	O/S	\$1,037.79
35834	12/30/2016	HACH COMPANY	CHK	O/S	\$3,091.01
35835	12/30/2016	KINGSWAY ACE HARDWARE	CHK	O/S	\$170.05
35836	12/30/2016	BUSINESS CARD	CHK	O/S	\$1,853.56
35837	12/30/2016	BUSINESS CARD	CHK	O/S	\$824.73
35838	12/30/2016	TRANSCAT, INC.	CHK	O/S	\$27.42
35839	12/30/2016	BUSINESS CARD	CHK	O/S	\$943.21
35840	12/30/2016	BUSINESS CARD	CHK	O/S	\$2,026.62
35841	12/30/2016	SAFETY SHOE DISTRIBUTORS, LLP	CHK	O/S	\$2,351.65
35842	12/30/2016	USA BLUEBOOK	CHK	O/S	\$123.48
35843	12/30/2016	CENTURYLINK	CHK	O/S	\$1,867.43
35844	12/30/2016	MC GEE TIRE STORES INC.	CHK	O/S	\$36.18
35845	12/30/2016	ADECCO EMPLOYMENT SERVICES	CHK	O/S	\$1,589.76
35846	12/30/2016	ADVANTAGE CARE INC.	CHK	O/S	\$40.00
35847	12/30/2016	AMAZON	CHK	O/S	\$735.76
35848	12/30/2016	ATKINS NORTH AMERICA, INC.	CHK	O/S	\$8,446.10
35849	12/30/2016	BENCHMARK ENVIROANALYTICAL INC	CHK	O/S	\$1,320.95
35850	12/30/2016	CABOT CORPORATION	CHK	O/S	\$21,736.00
35851	12/30/2016	CHARLOTTE COUNTY BCC - LANDFILL	CHK	O/S	\$3,206.10
35852	12/30/2016	CHARLOTTE COUNTY BD OF COMMISS	CHK	O/S	\$72,780.59
35853	12/30/2016	CHENANGO SUPPLY CO., INC.	CHK	O/S	\$45.00
35854	12/30/2016	DONALD MORTON	CHK	O/S	\$76.00
35855	12/30/2016	D. M. CONSTRUCTION CORP.	CHK	O/S	\$7,961.82
35856	12/30/2016	DARION S. LEWIS	CHK	O/S	\$76.00
35857	12/30/2016	ENVIRONMENTAL EXPRESS INC.	CHK	O/S	\$223.30
35858	12/30/2016	ENVIRONMENTAL PR GROUP	CHK	O/S	\$7,500.00
35859	12/30/2016	FLORIDA POWER & LIGHT COMPANY	CHK	O/S	\$118,887.43
35860	12/30/2016	SARASOTA CHAMBER OF COMMERCE	CHK	O/S	\$382.00
35861	12/30/2016	AIRGAS SPECIALTY PRODUCTS	CHK	O/S	\$2,955.48
35862	12/30/2016	HAJOCA CORPORATION	CHK	O/S	\$5,859.79
35863	12/30/2016	KEETON'S OFFICE & ART SUPPLY	CHK	O/S	\$216.94
35864	12/30/2016	KIMLEY-HORN AND ASSOCIATES, INC.	CHK	O/S	\$8,737.44
35865	12/30/2016	Marine Contracting Group	CHK	O/S	\$6,020.13
35866	12/30/2016	MAIN GATE ENTERPRISES INC.	CHK	O/S	\$600.00
35867	12/30/2016	NATURAL RESOURCES LLC	CHK	O/S	\$53,753.09
35868	12/30/2016	C & S CHEMICALS INC.	CHK	VOID	\$0.00
35869	12/30/2016	C & S CHEMICALS INC.	CHK	O/S	\$42,594.09
35870	12/30/2016	RAY PILON	CHK	O/S	\$3,750.00
35871	12/30/2016	SUNSHINE STATE ONE CALL OF FL, IN	CHK	O/S	\$36.32
35872	12/30/2016	SHEARER CONSULTING INC.	CHK	O/S	\$2,500.00
35873	12/30/2016	SOUTHWEST MOBILE MECHANIC	CHK	O/S	\$1,200.44
35874	12/30/2016	THE SHIPPING POST	CHK	O/S	\$51.84
35875	12/30/2016	TRACTOR SUPPLY COMPANY CREDIT	CHK	O/S	\$11.56
35876	12/30/2016	UPS	CHK	O/S	\$449.06
35877	12/30/2016	U.S. BANK EQUIPMENT FINANCE	CHK	O/S	\$362.35
35878	12/30/2016	UNITED SYSTEMS COMPUTER GROUP	CHK	O/S	\$7,466.80
35879	12/30/2016	XBYTE TECHNOLOGIES	CHK	O/S	\$5,138.00
35880	12/30/2016	Film Systems Of Florida	CHK	O/S	\$628.00
				Check Total	\$3,751,191.89

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35667	11/15/2016	AA ELECTRIC SE INC.	CHK	CLR	\$1,244.60
35632	11/07/2016	ADECCO EMPLOYMENT SERVICES	CHK	CLR	\$2,649.60
35680	11/16/2016	ADECCO EMPLOYMENT SERVICES	CHK	CLR	\$883.20
35732	12/02/2016	ADECCO EMPLOYMENT SERVICES	CHK	O/S	\$529.92
35845	12/30/2016	ADECCO EMPLOYMENT SERVICES	CHK	O/S	\$1,589.76
35846	12/30/2016	ADVANTAGE CARE INC.	CHK	O/S	\$40.00
35731	12/02/2016	ADVANTAGE COMMUNICATIONS, INC.	CHK	O/S	\$3,000.00
35645	11/07/2016	AIRGAS SPECIALTY PRODUCTS	CHK	CLR	\$2,982.90
35749	12/02/2016	AIRGAS SPECIALTY PRODUCTS	CHK	O/S	\$2,939.81
35861	12/30/2016	AIRGAS SPECIALTY PRODUCTS	CHK	O/S	\$2,955.48
35669	11/16/2016	AIRGAS USA, LLC	CHK	CLR	\$30.36
35832	12/30/2016	AIRGAS USA, LLC	CHK	O/S	\$29.70
35733	12/02/2016	ALL FLORIDA WATER-TAMPA	CHK	O/S	\$211.58
35633	11/07/2016	ALLIANCE FIRE & SAFETY	CHK	CLR	\$305.25
35786	12/14/2016	ALLIED ELECTRONICS, INC.	CHK	O/S	\$175.42
35606	11/07/2016	ALLIED UNIVERSAL CORP.	CHK	VOID	\$0.00
35607	11/07/2016	ALLIED UNIVERSAL CORP.	CHK	CLR	\$54,060.86
35668	11/16/2016	ALLIED UNIVERSAL CORP.	CHK	CLR	\$16,099.27
35712	12/02/2016	ALLIED UNIVERSAL CORP.	CHK	VOID	\$0.00
35713	12/02/2016	ALLIED UNIVERSAL CORP.	CHK	O/S	\$50,610.07
35772	12/14/2016	ALLIED UNIVERSAL CORP.	CHK	O/S	\$48,966.00
35830	12/30/2016	ALLIED UNIVERSAL CORP.	CHK	O/S	\$12,209.39
35734	12/02/2016	AMAZON	CHK	O/S	\$6,667.00
35847	12/30/2016	AMAZON	CHK	O/S	\$735.76
35611	11/07/2016	ANIXTER INC.	CHK	CLR	\$17,374.88
35777	12/14/2016	ANIXTER INC.	CHK	O/S	\$1,177.34
35833	12/30/2016	ANIXTER INC.	CHK	O/S	\$1,037.79
35681	11/16/2016	ARGILA ENTERPRISES, INC.	CHK	CLR	\$2,250.00
35634	11/07/2016	ASSOC. OF STATE DAM SAFETY OFFIC	CHK	CLR	\$52.00
35735	12/02/2016	ATKINS NORTH AMERICA, INC.	CHK	O/S	\$10,523.24
35848	12/30/2016	ATKINS NORTH AMERICA, INC.	CHK	O/S	\$8,446.10
35728	12/02/2016	AWC, INC.	CHK	O/S	\$3,964.00
35635	11/07/2016	BENCHMARK ENVIROANALYTICAL INC	CHK	CLR	\$4,567.25
35883	11/16/2016	BENCHMARK ENVIROANALYTICAL INC	CHK	CLR	\$3,261.45
35737	12/02/2016	BENCHMARK ENVIROANALYTICAL INC	CHK	O/S	\$2,242.85
35788	12/14/2016	BENCHMARK ENVIROANALYTICAL INC	CHK	O/S	\$7,488.75
35849	12/30/2016	BENCHMARK ENVIROANALYTICAL INC	CHK	O/S	\$1,320.95
35682	11/16/2016	BILL'S BOTTLED WATER SERVI CE	CHK	CLR	\$21.75
35787	12/14/2016	BILL'S BOTTLED WATER SERVI CE	CHK	O/S	\$16.50
35736	12/02/2016	BLACK & VEATCH	CHK	O/S	\$7,497.00
35603	11/07/2016	BLUSITE SOLUTIONS OF SOUTHWEST	CHK	CLR	\$258.00
35708	12/02/2016	BLUSITE SOLUTIONS OF SOUTHWEST	CHK	O/S	\$328.00
35769	12/14/2016	BLUSITE SOLUTIONS OF SOUTHWEST	CHK	O/S	\$70.00
35827	12/30/2016	BLUSITE SOLUTIONS OF SOUTHWEST	CHK	O/S	\$258.00
35615	11/07/2016	BUSINESS CARD	CHK	CLR	\$596.12
35618	11/07/2016	BUSINESS CARD	CHK	CLR	\$465.10
35625	11/07/2016	BUSINESS CARD	CHK	CLR	\$1,767.43
35626	11/07/2016	BUSINESS CARD	CHK	CLR	\$309.10
35720	12/02/2016	BUSINESS CARD	CHK	O/S	\$915.09
35722	12/02/2016	BUSINESS CARD	CHK	O/S	\$893.47
35725	12/02/2016	BUSINESS CARD	CHK	O/S	\$623.46
35726	12/02/2016	BUSINESS CARD	CHK	O/S	\$75.23
35836	12/30/2016	BUSINESS CARD	CHK	O/S	\$1,853.56
35837	12/30/2016	BUSINESS CARD	CHK	O/S	\$824.73
35839	12/30/2016	BUSINESS CARD	CHK	O/S	\$943.21
35840	12/30/2016	BUSINESS CARD	CHK	O/S	\$2,026.62
35652	11/07/2016	C & S CHEMICALS INC.	CHK	VOID	\$0.00
35653	11/07/2016	C & S CHEMICALS INC.	CHK	VOID	\$0.00
35654	11/07/2016	C & S CHEMICALS INC.	CHK	VOID	\$0.00
35655	11/07/2016	C & S CHEMICALS INC.	CHK	CLR	\$72,382.94

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35697	11/16/2016	C & S CHEMICALS INC.	CHK	CLR	\$23,302.67
35756	12/02/2016	C & S CHEMICALS INC.	CHK	O/S	\$23,465.99
35810	12/14/2016	C & S CHEMICALS INC.	CHK	VOID	\$0.00
35811	12/14/2016	C & S CHEMICALS INC.	CHK	O/S	\$44,536.91
35868	12/30/2016	C & S CHEMICALS INC.	CHK	VOID	\$0.00
35869	12/30/2016	C & S CHEMICALS INC.	CHK	O/S	\$42,594.09
35738	12/02/2016	CABOT CORPORATION	CHK	O/S	\$22,209.00
35789	12/14/2016	CABOT CORPORATION	CHK	O/S	\$44,198.00
35850	12/30/2016	CABOT CORPORATION	CHK	O/S	\$21,736.00
35741	12/02/2016	CEC MOTOR & UTILITY SERVICES, LLC	CHK	O/S	\$6,296.00
35791	12/14/2016	CENTRAL FLORIDA EXPRESSWAY AUT	CHK	O/S	\$5.80
35630	11/07/2016	CENTURYLINK	CHK	CLR	\$1,496.55
35679	11/16/2016	CENTURYLINK	CHK	CLR	\$370.88
35730	12/02/2016	CENTURYLINK	CHK	O/S	\$1,496.65
35843	12/30/2016	CENTURYLINK	CHK	O/S	\$1,667.43
35742	12/02/2016	CH2M HILL ENGINEERS INC.	CHK	O/S	\$3,110.94
35792	12/14/2016	CH2M HILL ENGINEERS INC.	CHK	O/S	\$5,746.61
35739	12/02/2016	CHARLOTTE COUNTY BCC - LANDFILL	CHK	O/S	\$3,347.85
35851	12/30/2016	CHARLOTTE COUNTY BCC - LANDFILL	CHK	O/S	\$3,206.10
35740	12/02/2016	CHARLOTTE COUNTY BD OF COMMISS	CHK	O/S	\$71,706.18
35852	12/30/2016	CHARLOTTE COUNTY BD OF COMMISS	CHK	O/S	\$72,780.59
35684	11/16/2016	CHARLOTTE COUNTY UTILITIES	CHK	CLR	\$164,694.84
35790	12/14/2016	CHARLOTTE COUNTY UTILITIES	CHK	O/S	\$433,604.84
35637	11/07/2016	CHENANGO SUPPLY CO., INC.	CHK	CLR	\$103.65
35853	12/30/2016	CHENANGO SUPPLY CO., INC.	CHK	O/S	\$45.00
35605	11/07/2016	CINTAS	CHK	CLR	\$237.66
35710	12/02/2016	CINTAS	CHK	O/S	\$217.15
35828	12/30/2016	CINTAS	CHK	O/S	\$68.76
35793	12/14/2016	CITY OF NORTH PORT	CHK	O/S	\$153,590.00
35678	11/16/2016	COUGAR MOUNTAIN SOFTWARE	CHK	CLR	\$1,940.00
35636	11/07/2016	CROM ENGINEERING & CONSTRUCTIO	CHK	CLR	\$49,109.28
35744	12/02/2016	D. M. CONSTRUCTION CORP.	CHK	O/S	\$8,313.83
35855	12/30/2016	D. M. CONSTRUCTION CORP.	CHK	O/S	\$7,961.82
35856	12/30/2016	DARION S. LEWIS	CHK	O/S	\$76.00
35686	11/16/2016	DELL MARKETING L.P.	CHK	CLR	\$27,155.63
35677	11/16/2016	DESOTO AUTOMOTOVE ENTERPRISES	CHK	CLR	\$95.00
35685	11/16/2016	DESOTO COUNTY	CHK	O/S	\$66,333.33
35794	12/14/2016	DESOTO COUNTY	CHK	O/S	\$100,122.33
35639	11/07/2016	DESOTO COUNTY WATER UTILITY	CHK	CLR	\$2,047.05
35814	12/14/2016	DEX IMAGING	CHK	O/S	\$1,489.43
35641	11/07/2016	DIANE R. SALZ	CHK	CLR	\$3,750.00
35795	12/14/2016	DIANE R. SALZ	CHK	O/S	\$3,750.00
35638	11/07/2016	DILLER-BROWN & ASSOC. INC.	CHK	CLR	\$1,692.38
35711	12/02/2016	DMS-FINANCIAL MGMT SERVICES	CHK	O/S	\$234.99
35829	12/30/2016	DMS-FINANCIAL MGMT SERVICES	CHK	O/S	\$214.72
35854	12/30/2016	DONALD MORTON	CHK	O/S	\$76.00
35743	12/02/2016	DONALDSON COMPANY INC	CHK	O/S	\$2,565.60
35640	11/07/2016	Doug Morton	CHK	CLR	\$182.56
35745	12/02/2016	E.F. GAINES SURVEYING SERVICES, IN	CHK	O/S	\$4,600.00
35687	11/16/2016	EARTH BALANCE	CHK	CLR	\$27,815.45
35796	12/14/2016	EARTH BALANCE	CHK	O/S	\$44,404.96
35857	12/30/2016	ENVIRONMENTAL EXPRESS INC.	CHK	O/S	\$223.30
35858	12/30/2016	ENVIRONMENTAL PR GROUP	CHK	O/S	\$7,500.00
35627	11/07/2016	EUROFINS EATON ANALYTICAL, INC.	CHK	CLR	\$395.00
35727	12/02/2016	EUROFINS EATON ANALYTICAL, INC.	CHK	O/S	\$395.00
35609	11/07/2016	FEDERAL EXPRESS	CHK	CLR	\$107.34
35715	12/02/2016	FEDERAL EXPRESS	CHK	O/S	\$12.44
35831	12/30/2016	FEDERAL EXPRESS	CHK	O/S	\$12.34
35620	11/07/2016	FEI-FT.MYERS WATERWORKS #127	CHK	CLR	\$911.50
35723	12/02/2016	FEI-FT.MYERS WATERWORKS #127	CHK	O/S	\$3,136.23

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35780	12/14/2016	FEI-FT.MYERS WATERWORKS #127	CHK	O/S	\$1,275.00
35880	12/30/2016	Film Systems Of Florida	CHK	O/S	\$628.00
35810	11/07/2016	FISHER SCIENTIFIC	CHK	CLR	\$1,048.92
35671	11/16/2016	FISHER SCIENTIFIC	CHK	CLR	\$413.70
35716	12/02/2016	FISHER SCIENTIFIC	CHK	O/S	\$2,829.01
35775	12/14/2016	FISHER SCIENTIFIC	CHK	O/S	\$507.94
35631	11/07/2016	FLORIDA DEPARTMENT OF STATE	CHK	CLR	\$40.88
35785	12/14/2016	FLORIDA DEPARTMENT OF STATE	CHK	O/S	\$27.72
OCT16FRS	11/04/2016	FLORIDA DIVISION OF RETIREMENT	CHK	CLR	\$23,466.28
FRSNOV16	12/02/2016	FLORIDA DIVISION OF RETIREMENT	CHK	O/S	\$23,978.37
35643	11/07/2016	FLORIDA POWER & LIGHT COMPANY	CHK	CLR	\$117,631.56
35747	12/02/2016	FLORIDA POWER & LIGHT COMPANY	CHK	O/S	\$115,335.44
35859	12/30/2016	FLORIDA POWER & LIGHT COMPANY	CHK	O/S	\$118,887.43
35642	11/07/2016	FLORIDA U.C. FUND	CHK	CLR	\$1,850.00
35746	12/02/2016	FORSBERG CONSTRUCTION INC.	CHK	O/S	\$25,440.00
35688	11/16/2016	FORT BEND SERVICES, INC.	CHK	CLR	\$5,888.00
35797	12/14/2016	FORT BEND SERVICES, INC.	CHK	O/S	\$5,888.00
35644	11/07/2016	FRONTIER COMMUNICATIONS	CHK	CLR	\$214.99
35798	12/14/2016	FRONTIER COMMUNICATIONS	CHK	O/S	\$214.99
35748	12/02/2016	FSAWWA	CHK	O/S	\$2,000.00
35676	11/16/2016	GEEKON	CHK	O/S	\$2,465.26
35628	11/07/2016	GRAINGER	CHK	CLR	\$644.40
35689	11/16/2016	GRAY MATTER SYSTEMS INC.	CHK	O/S	\$2,540.51
35623	11/07/2016	GRAYBAR	CHK	CLR	\$89.95
35612	11/07/2016	HACH COMPANY	CHK	CLR	\$3,387.77
35672	11/16/2016	HACH COMPANY	CHK	CLR	\$113.38
35718	12/02/2016	HACH COMPANY	CHK	O/S	\$1,769.96
35778	12/14/2016	HACH COMPANY	CHK	O/S	\$187.86
35834	12/30/2016	HACH COMPANY	CHK	O/S	\$3,091.01
35862	12/30/2016	HAJOCA CORPORATION	CHK	O/S	\$5,859.79
35799	12/14/2016	HAZEN AND SAWYER	CHK	O/S	\$10,439.00
35617	11/07/2016	HDR ENGINEERING INC.	CHK	CLR	\$31,412.90
35779	12/14/2016	HERC RENTALS INC.	CHK	O/S	\$1,472.96
35616	11/07/2016	HOME DEPOT	CHK	CLR	\$91.31
35674	11/16/2016	HOME DEPOT	CHK	CLR	\$151.94
35721	12/02/2016	HOME DEPOT	CHK	O/S	\$653.37
35690	11/16/2016	HVMI, LLC	CHK	O/S	\$9,586.10
35800	12/14/2016	HVMI, LLC	CHK	O/S	\$7,015.10
35692	11/16/2016	JANICKI ENVIRONMENTAL, INC.	CHK	CLR	\$9,770.00
35691	11/16/2016	JAN-PRO CLEANING SYSTEMS OF SW	CHK	CLR	\$495.00
35802	12/14/2016	JAN-PRO CLEANING SYSTEMS OF SW	CHK	O/S	\$495.00
35646	11/07/2016	JAN-PRO OF MANASOTA	CHK	CLR	\$249.00
35801	12/14/2016	JAN-PRO OF MANASOTA	CHK	O/S	\$249.00
35693	11/16/2016	JOHNSON ENGINEERING, INC.	CHK	CLR	\$3,651.25
35803	12/14/2016	JOHNSON ENGINEERING, INC.	CHK	O/S	\$6,513.60
35647	11/07/2016	KEETON'S OFFICE & ART SUPPLY	CHK	CLR	\$710.75
35694	11/16/2016	KEETON'S OFFICE & ART SUPPLY	CHK	CLR	\$714.70
35750	12/02/2016	KEETON'S OFFICE & ART SUPPLY	CHK	O/S	\$263.56
35804	12/14/2016	KEETON'S OFFICE & ART SUPPLY	CHK	O/S	\$1,438.27
35863	12/30/2016	KEETON'S OFFICE & ART SUPPLY	CHK	O/S	\$216.94
35753	12/02/2016	KEVIN MORRIS	CHK	O/S	\$76.10
35648	11/07/2016	KIMLEY-HORN AND ASSOCIATES, INC.	CHK	CLR	\$3,804.00
35864	12/30/2016	KIMLEY-HORN AND ASSOCIATES, INC.	CHK	O/S	\$8,737.44
35613	11/07/2016	KINGSWAY ACE HARDWARE	CHK	CLR	\$107.07
35673	11/16/2016	KINGSWAY ACE HARDWARE	CHK	CLR	\$88.81
35719	12/02/2016	KINGSWAY ACE HARDWARE	CHK	O/S	\$119.97
35835	12/30/2016	KINGSWAY ACE HARDWARE	CHK	O/S	\$170.05
35649	11/07/2016	LogMeIn, Inc.	CHK	CLR	\$2,999.00
35695	11/16/2016	M&M CONTRACTORS INC.	CHK	CLR	\$13,290.39
35805	12/14/2016	M&M CONTRACTORS INC.	CHK	O/S	\$2,031.21

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35806	12/14/2016	MAIN GATE ENTERPRISES INC.	CHK	O/S	\$504.28
35866	12/30/2016	MAIN GATE ENTERPRISES INC.	CHK	O/S	\$600.00
35751	12/02/2016	MANATEE CHAMBER OF COMMERCE	CHK	O/S	\$683.00
35650	11/07/2016	MANSON BOLVES DONALDSON VARN,	CHK	CLR	\$13,680.20
35865	12/30/2016	Marine Contracting Group	CHK	O/S	\$8,020.13
35809	12/14/2016	MARK ORTEL	CHK	O/S	\$200.00
35844	12/30/2016	MCGEE TIRE STORES INC.	CHK	O/S	\$36.18
35614	11/07/2016	MCMASTER-CARR SUPPLY CO	CHK	CLR	\$1,106.55
35807	12/14/2016	MICHAEL SAUNDERS & COMPANY	CHK	O/S	\$2,500.00
35752	12/02/2016	MOCK ENGINEERING, INCORPORATED	CHK	O/S	\$2,187.00
35604	11/07/2016	MSC INDUSTRIAL SUPPLY CO.	CHK	CLR	\$1,167.73
35709	12/02/2016	MSC INDUSTRIAL SUPPLY CO.	CHK	O/S	\$1,721.35
35770	12/14/2016	MSC INDUSTRIAL SUPPLY CO.	CHK	O/S	\$1,052.72
35755	12/02/2016	NATURAL RESOURCES LLC	CHK	O/S	\$45,930.00
35808	12/14/2016	NATURAL RESOURCES LLC	CHK	O/S	\$31,132.60
35867	12/30/2016	NATURAL RESOURCES LLC	CHK	O/S	\$53,753.09
35696	11/16/2016	NBF Furniture, LLC	CHK	CLR	\$1,550.00
35754	12/02/2016	NBF Furniture, LLC	CHK	O/S	\$2,873.00
35717	12/02/2016	PAGE MECHANICAL GROUP, INC.	CHK	O/S	\$863.71
35656	11/07/2016	PHENOVA, INC.	CHK	CLR	\$259.65
35757	12/02/2016	PHENOVA, INC.	CHK	O/S	\$269.65
35658	11/07/2016	PMC ENGINEERING LLC	CHK	CLR	\$2,517.93
35812	12/14/2016	PREFERRED GOVERNMENT INSURANC	CHK	O/S	\$13,421.75
35768	12/14/2016	PRO-CHEM INC.	CHK	O/S	\$682.64
35758	12/02/2016	PROGRESSIVE WATER RESOURCES, L	CHK	O/S	\$3,176.95
35815	12/14/2016	PROGRESSIVE WATER RESOURCES, L	CHK	O/S	\$800.00
35776	12/14/2016	PURVIS GRAY & COMPANY	CHK	O/S	\$21,480.00
35624	11/07/2016	QUALITY STARTER & ALT SER INC.	CHK	CLR	\$202.90
35701	11/16/2016	RANCH PROPERTY HOLDINGS LLC	CHK	O/S	\$12,640.44
35816	12/14/2016	RANCH PROPERTY HOLDINGS LLC	CHK	O/S	\$12,640.44
35817	12/14/2016	RAPID SECURITY SOLUTIONS, LLC	CHK	O/S	\$276.45
35657	11/07/2016	RAY PILON	CHK	CLR	\$3,750.00
35813	12/14/2016	RAY PILON	CHK	O/S	\$3,750.00
35870	12/30/2016	RAY PILON	CHK	O/S	\$3,750.00
35714	12/02/2016	REXEL	CHK	O/S	\$10,382.40
35659	11/07/2016	RING POWER CORPORATION	CHK	CLR	\$1,350.00
35700	11/16/2016	ROCTEST LTEE	CHK	O/S	\$4,890.00
35771	12/14/2016	ROSS VALVE MANUFACTURING CO	CHK	O/S	\$9,757.70
35841	12/30/2016	SAFETY SHOE DISTRIBUTORS, LLP	CHK	O/S	\$2,351.65
35781	12/14/2016	SAM'S CLUB	CHK	O/S	\$169.25
35663	11/07/2016	SAMUEL STONE	CHK	CLR	\$38.00
35860	12/30/2016	SARASOTA CHAMBER OF COMMERCE	CHK	O/S	\$382.00
35818	12/14/2016	SARASOTA COUNTY UTILITIES	CHK	O/S	\$889,887.00
35621	11/07/2016	SARASOTA HERALD TRIBUNE	CHK	CLR	\$165.00
35675	11/16/2016	SARASOTA HERALD TRIBUNE	CHK	CLR	\$412.40
35724	12/02/2016	SARASOTA HERALD TRIBUNE	CHK	O/S	\$511.50
35819	12/14/2016	SARASOTA TROPHY & AWARDS INC.	CHK	O/S	\$20.00
35651	11/07/2016	SHALINA ODEGARD	CHK	CLR	\$38.00
35660	11/07/2016	SHEARER CONSULTING INC.	CHK	CLR	\$2,500.00
35872	12/30/2016	SHEARER CONSULTING INC.	CHK	O/S	\$2,500.00
35619	11/07/2016	SIEMENS INDUSTRY, INC.	CHK	CLR	\$1,300.00
35759	12/02/2016	SIMS CRANE & EQUIPMENT	CHK	O/S	\$1,476.60
35661	11/07/2016	SMITH RANCH & GARDEN, INC.	CHK	CLR	\$599.20
35873	12/30/2016	SOUTHWEST MOBILE MECHANIC	CHK	O/S	\$1,200.44
35702	11/16/2016	STANTEC CONSULTING SERVICES INC	CHK	CLR	\$7,473.25
35820	12/14/2016	STANTEC CONSULTING SERVICES INC	CHK	O/S	\$1,623.50
EREMIT111616	11/08/2016	STATE OF FLORIDA DISBURSEMENT U	CHK	CLR	\$993.06
PR112516	11/22/2016	STATE OF FLORIDA DISBURSEMENT U	CHK	CLR	\$993.06
CS120916	12/09/2016	STATE OF FLORIDA DISBURSEMENT U	CHK	O/S	\$993.06
CS122316	12/23/2016	STATE OF FLORIDA DISBURSEMENT U	CHK	O/S	\$993.06

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Document Number	Date	Payee Name / Description	Type	Status	Amount
35699	11/16/2016	SUNSHINE STATE ONE CALL OF FL, IN	CHK	CLR	\$36.32
35871	12/30/2016	SUNSHINE STATE ONE CALL OF FL, IN	CHK	O/S	\$36.32
35821	12/14/2016	SUPER T	CHK	O/S	\$2,214.66
35662	11/07/2016	SUTTER ROOFING COMPANY OF FLOR	CHK	CLR	\$458.00
35703	11/16/2016	TERRI GREEN	CHK	CLR	\$36.45
35761	12/02/2016	TEST GAUGE AND BACKFLOW SUPPLY	CHK	O/S	\$379.98
35698	11/16/2016	THE BANK OF NEW YORK MELLON	CHK	CLR	\$3,000.00
35760	12/02/2016	THE SHIPPING POST	CHK	O/S	\$25.97
35874	12/30/2016	THE SHIPPING POST	CHK	O/S	\$51.94
35608	11/07/2016	THE SUN	CHK	CLR	\$248.82
35773	12/14/2016	THE SUN	CHK	O/S	\$323.18
35762	12/02/2016	TKW CONSULTING ENGINEERS, INC.	CHK	O/S	\$995.00
35782	12/14/2016	TOTALFUNDS BY HASLER	CHK	O/S	\$200.00
35864	11/07/2016	TRACTOR SUPPLY COMPANY	CHK	O/S	\$504.96
35763	12/02/2016	TRACTOR SUPPLY COMPANY CREDIT	CHK	O/S	\$355.42
35875	12/30/2016	TRACTOR SUPPLY COMPANY CREDIT	CHK	O/S	\$11.56
35622	11/07/2016	TRANSCAT, INC.	CHK	CLR	\$531.25
35838	12/30/2016	TRANSCAT, INC.	CHK	O/S	\$27.42
35666	11/07/2016	U.S. BANK EQUIPMENT FINANCE	CHK	CLR	\$1,193.00
35705	11/16/2016	U.S. BANK EQUIPMENT FINANCE	CHK	O/S	\$288.96
35765	12/02/2016	U.S. BANK EQUIPMENT FINANCE	CHK	O/S	\$1,422.47
35823	12/14/2016	U.S. BANK EQUIPMENT FINANCE	CHK	O/S	\$470.47
35877	12/30/2016	U.S. BANK EQUIPMENT FINANCE	CHK	O/S	\$362.35
35824	12/14/2016	UNITED STATES GEOLOGICAL SURVEY	CHK	O/S	\$7,025.00
35766	12/02/2016	UNITED SYSTEMS COMPUTER GROUP	CHK	O/S	\$14,840.00
35878	12/30/2016	UNITED SYSTEMS COMPUTER GROUP	CHK	O/S	\$7,468.80
35665	11/07/2016	UPS	CHK	CLR	\$265.65
35704	11/16/2016	UPS	CHK	CLR	\$29.01
35764	12/02/2016	UPS	CHK	O/S	\$444.35
35822	12/14/2016	UPS	CHK	O/S	\$37.25
35876	12/30/2016	UPS	CHK	O/S	\$449.06
35729	12/02/2016	USA BLUEBOOK	CHK	O/S	\$631.07
35784	12/14/2016	USA BLUEBOOK	CHK	O/S	\$2,612.71
35842	12/30/2016	USA BLUEBOOK	CHK	O/S	\$123.48
CONT111016	11/08/2016	Valic	CHK	CLR	\$6,232.31
CONT112516	11/22/2016	Valic	CHK	CLR	\$6,444.54
CONT12916	12/05/2016	Valic	CHK	O/S	\$6,975.04
CONT122316	12/23/2016	Valic	CHK	O/S	\$6,424.41
35706	11/16/2016	VANASSE HANGEN BRUSTLIN, INC	CHK	CLR	\$1,897.50
35825	12/14/2016	VANASSE HANGEN BRUSTLIN, INC	CHK	O/S	\$7,955.00
35829	11/07/2016	VOYAGER FLEET SYSTEMS, INC.	CHK	CLR	\$1,768.55
35783	12/14/2016	VOYAGER FLEET SYSTEMS, INC.	CHK	O/S	\$2,114.39
35707	11/16/2016	WEST COAST MOWING	CHK	O/S	\$2,356.00
35767	12/02/2016	WINDEMULLER TECHNICAL SERVICES	CHK	O/S	\$174.40
35670	11/16/2016	WOMACK SANITATION INC.	CHK	CLR	\$750.00
35774	12/14/2016	WOMACK SANITATION INC.	CHK	O/S	\$750.00
35826	12/14/2016	XBYTE TECHNOLOGIES	CHK	O/S	\$995.00
35879	12/30/2016	XBYTE TECHNOLOGIES	CHK	O/S	\$5,138.00
Check Total					\$3,751,191.89

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Document Number	Date	Payee Name / Description	Type	Status	Amount
35818	12/14/2016	SARASOTA COUNTY UTILITIES	CHK	O/S	\$889,887.00
35790	12/14/2016	CHARLOTTE COUNTY UTILITIES	CHK	O/S	\$433,604.84
35684	11/16/2016	CHARLOTTE COUNTY UTILITIES	CHK	CLR	\$184,694.84
35793	12/14/2016	CITY OF NORTH PORT	CHK	O/S	\$153,590.00
35859	12/30/2016	FLORIDA POWER & LIGHT COMPANY	CHK	O/S	\$118,887.43
35643	11/07/2016	FLORIDA POWER & LIGHT COMPANY	CHK	CLR	\$117,631.56
35747	12/02/2016	FLORIDA POWER & LIGHT COMPANY	CHK	O/S	\$115,335.44
35794	12/14/2016	DESOTO COUNTY	CHK	O/S	\$100,122.33
35852	12/30/2016	CHARLOTTE COUNTY BD OF COMMISS	CHK	O/S	\$72,780.59
35655	11/07/2016	C & S CHEMICALS INC.	CHK	CLR	\$72,382.94
35740	12/02/2016	CHARLOTTE COUNTY BD OF COMMISS	CHK	O/S	\$71,706.18
35685	11/16/2016	DESOTO COUNTY	CHK	O/S	\$66,333.33
35607	11/07/2016	ALLIED UNIVERSAL CORP.	CHK	CLR	\$54,060.86
35867	12/30/2016	NATURAL RESOURCES LLC	CHK	O/S	\$53,753.09
35713	12/02/2016	ALLIED UNIVERSAL CORP.	CHK	O/S	\$50,610.07
35636	11/07/2016	CROM ENGINEERING & CONSTRUCTIO	CHK	CLR	\$49,109.28
35772	12/14/2016	ALLIED UNIVERSAL CORP.	CHK	O/S	\$48,966.00
35755	12/02/2016	NATURAL RESOURCES LLC	CHK	O/S	\$45,930.00
35811	12/14/2016	C & S CHEMICALS INC.	CHK	O/S	\$44,536.91
35796	12/14/2016	EARTH BALANCE	CHK	O/S	\$44,404.96
35789	12/14/2016	CABOT CORPORATION	CHK	O/S	\$44,198.00
35869	12/30/2016	C & S CHEMICALS INC.	CHK	O/S	\$42,594.09
35617	11/07/2016	HDR ENGINEERING INC.	CHK	CLR	\$31,412.90
35808	12/14/2016	NATURAL RESOURCES LLC	CHK	O/S	\$31,132.60
35687	11/16/2016	EARTH BALANCE	CHK	CLR	\$27,815.45
35686	11/16/2016	DELL MARKETING L.P.	CHK	CLR	\$27,155.63
35746	12/02/2016	FORSBERG CONSTRUCTION INC.	CHK	O/S	\$25,440.00
FRSNV16	12/02/2016	FLORIDA DIVISION OF RETIREMENT	CHK	O/S	\$23,978.37
OCT16FRS	11/04/2016	FLORIDA DIVISION OF RETIREMENT	CHK	CLR	\$23,466.28
35756	12/02/2016	C & S CHEMICALS INC.	CHK	O/S	\$23,465.99
35697	11/16/2016	C & S CHEMICALS INC.	CHK	CLR	\$23,302.87
35738	12/02/2016	CABOT CORPORATION	CHK	O/S	\$22,209.00
35850	12/30/2016	CABOT CORPORATION	CHK	O/S	\$21,736.00
35776	12/14/2016	PURVIS GRAY & COMPANY	CHK	O/S	\$21,480.00
35611	11/07/2016	ANIXTER INC.	CHK	CLR	\$17,374.88
35668	11/16/2016	ALLIED UNIVERSAL CORP.	CHK	CLR	\$16,099.27
35766	12/02/2016	UNITED SYSTEMS COMPUTER GROUP	CHK	O/S	\$14,840.00
35650	11/07/2016	MANSON BOLVES DONALDSON VARN,	CHK	CLR	\$13,680.20
35812	12/14/2016	PREFERRED GOVERNMENT INSURANC	CHK	O/S	\$13,421.75
35695	11/16/2016	M&M CONTRACTORS INC.	CHK	CLR	\$13,290.39
35701	11/16/2016	RANCH PROPERTY HOLDINGS LLC	CHK	O/S	\$12,640.44
35816	12/14/2016	RANCH PROPERTY HOLDINGS LLC	CHK	O/S	\$12,640.44
35830	12/30/2016	ALLIED UNIVERSAL CORP.	CHK	O/S	\$12,209.39
35735	12/02/2016	ATKINS NORTH AMERICA, INC.	CHK	O/S	\$10,523.24
35799	12/14/2016	HAZEN AND SAWYER	CHK	O/S	\$10,439.00
35714	12/02/2016	REXEL	CHK	O/S	\$10,382.40
35692	11/16/2016	JANICKI ENVIRONMENTAL, INC.	CHK	CLR	\$9,770.00
35771	12/14/2016	ROSS VALVE MANUFACTURING CO	CHK	O/S	\$9,757.70
35690	11/16/2016	HVMI, LLC	CHK	O/S	\$9,586.10
35864	12/30/2016	KIMLEY-HORN AND ASSOCIATES, INC.	CHK	O/S	\$8,737.44
35848	12/30/2016	ATKINS NORTH AMERICA, INC.	CHK	O/S	\$8,446.10
35744	12/02/2016	D. M. CONSTRUCTION CORP.	CHK	O/S	\$8,313.83
35865	12/30/2016	Marine Contracting Group	CHK	O/S	\$8,020.13
35855	12/30/2016	D. M. CONSTRUCTION CORP.	CHK	O/S	\$7,961.82
35825	12/14/2016	VANASSE HANGEN BRUSTLIN, INC	CHK	O/S	\$7,955.00
35858	12/30/2016	ENVIRONMENTAL PR GROUP	CHK	O/S	\$7,500.00
35736	12/02/2016	BLACK & VEATCH	CHK	O/S	\$7,497.00
35788	12/14/2016	BENCHMARK ENVIROANALYTICAL INC	CHK	O/S	\$7,488.75
35702	11/16/2016	STANTEC CONSULTING SERVICES INC	CHK	CLR	\$7,473.25
35878	12/30/2016	UNITED SYSTEMS COMPUTER GROUP	CHK	O/S	\$7,468.80

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Document Number	Date	Payee Name / Description	Type	Status	Amount
35624	12/14/2016	UNITED STATES GEOLOGICAL SURVEY	CHK	O/S	\$7,025.00
35800	12/14/2016	HVMI, LLC	CHK	O/S	\$7,015.10
CONT12916	12/05/2016	Valic	CHK	O/S	\$6,975.04
35734	12/02/2016	AMAZON	CHK	O/S	\$6,667.00
35803	12/14/2016	JOHNSON ENGINEERING, INC.	CHK	O/S	\$6,513.80
CONT112516	11/22/2016	Valic	CHK	CLR	\$6,444.54
CONT122316	12/23/2016	Valic	CHK	O/S	\$6,424.41
35741	12/02/2016	CEC MOTOR & UTILITY SERVICES, LLC	CHK	O/S	\$6,296.00
CONT111016	11/08/2016	Valic	CHK	CLR	\$6,232.31
35688	11/16/2016	FORT BEND SERVICES, INC.	CHK	CLR	\$5,888.00
35797	12/14/2016	FORT BEND SERVICES, INC.	CHK	O/S	\$5,888.00
35862	12/30/2016	HAJOCA CORPORATION	CHK	O/S	\$5,859.79
35792	12/14/2016	CH2M HILL ENGINEERS INC.	CHK	O/S	\$5,748.81
35879	12/30/2016	XBYTE TECHNOLOGIES	CHK	O/S	\$5,138.00
35700	11/16/2016	ROCTEST LTEE	CHK	O/S	\$4,890.00
35745	12/02/2016	E.F. GAINES SURVEYING SERVICES, IN	CHK	O/S	\$4,600.00
35635	11/07/2016	BENCHMARK ENVIROANALYTICAL INC	CHK	CLR	\$4,567.25
35728	12/02/2016	AWC, INC.	CHK	O/S	\$3,964.00
35648	11/07/2016	KIMLEY-HORN AND ASSOCIATES, INC.	CHK	CLR	\$3,804.00
35641	11/07/2016	DIANE R. SALZ	CHK	CLR	\$3,750.00
35795	12/14/2016	DIANE R. SALZ	CHK	O/S	\$3,750.00
35657	11/07/2016	RAY PILON	CHK	CLR	\$3,750.00
35813	12/14/2016	RAY PILON	CHK	O/S	\$3,750.00
35870	12/30/2016	RAY PILON	CHK	O/S	\$3,750.00
35693	11/16/2016	JOHNSON ENGINEERING, INC.	CHK	CLR	\$3,651.25
35612	11/07/2016	HACH COMPANY	CHK	CLR	\$3,387.77
35739	12/02/2016	CHARLOTTE COUNTY BCC - LANDFILL	CHK	O/S	\$3,347.85
35683	11/16/2016	BENCHMARK ENVIROANALYTICAL INC	CHK	CLR	\$3,261.45
35851	12/30/2016	CHARLOTTE COUNTY BCC - LANDFILL	CHK	O/S	\$3,206.10
35758	12/02/2016	PROGRESSIVE WATER RESOURCES, L	CHK	O/S	\$3,176.95
35723	12/02/2016	FEI-FT.MYERS WATERWORKS #127	CHK	O/S	\$3,136.23
35742	12/02/2016	CH2M HILL ENGINEERS INC.	CHK	O/S	\$3,110.94
35834	12/30/2016	HACH COMPANY	CHK	O/S	\$3,091.01
35731	12/02/2016	ADVANTAGE COMMUNICATIONS, INC.	CHK	O/S	\$3,000.00
35698	11/16/2016	THE BANK OF NEW YORK MELLON	CHK	CLR	\$3,000.00
35649	11/07/2016	LogMein, Inc.	CHK	CLR	\$2,999.00
35645	11/07/2016	AIRGAS SPECIALTY PRODUCTS	CHK	CLR	\$2,982.90
35861	12/30/2016	AIRGAS SPECIALTY PRODUCTS	CHK	O/S	\$2,955.48
35749	12/02/2016	AIRGAS SPECIALTY PRODUCTS	CHK	O/S	\$2,939.81
35754	12/02/2016	NBF Furniture, LLC	CHK	O/S	\$2,873.00
35716	12/02/2016	FISHER SCIENTIFIC	CHK	O/S	\$2,829.01
35632	11/07/2016	ADECCO EMPLOYMENT SERVICES	CHK	CLR	\$2,649.60
35784	12/14/2016	USA BLUEBOOK	CHK	O/S	\$2,612.71
35743	12/02/2016	DONALDSON COMPANY INC	CHK	O/S	\$2,565.80
35689	11/16/2016	GRAY MATTER SYSTEMS INC.	CHK	O/S	\$2,540.51
35658	11/07/2016	PMC ENGINEERING LLC	CHK	CLR	\$2,517.93
35807	12/14/2016	MICHAEL SAUNDERS & COMPANY	CHK	O/S	\$2,500.00
35660	11/07/2016	SHEARER CONSULTING INC.	CHK	CLR	\$2,500.00
35872	12/30/2016	SHEARER CONSULTING INC.	CHK	O/S	\$2,500.00
35676	11/16/2016	GEOKON	CHK	O/S	\$2,465.26
35707	11/16/2016	WEST COAST MOWING	CHK	O/S	\$2,356.00
35841	12/30/2016	SAFETY SHOE DISTRIBUTORS, LLP	CHK	O/S	\$2,351.65
35681	11/16/2016	ARGILA ENTERPRISES, INC.	CHK	CLR	\$2,250.00
35737	12/02/2016	BENCHMARK ENVIROANALYTICAL INC	CHK	O/S	\$2,242.85
35821	12/14/2016	SUPER T	CHK	O/S	\$2,214.66
35752	12/02/2016	MOCK ENGINEERING, INCORPORATED	CHK	O/S	\$2,187.00
35783	12/14/2016	VOYAGER FLEET SYSTEMS, INC.	CHK	O/S	\$2,114.39
35639	11/07/2016	DESOTO COUNTY WATER UTILITY	CHK	CLR	\$2,047.05
35805	12/14/2016	M&M CONTRACTORS INC.	CHK	O/S	\$2,031.21
35840	12/30/2016	BUSINESS CARD	CHK	O/S	\$2,026.62

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35746	12/02/2016	FSAWWA	CHK	O/S	\$2,000.00
35678	11/16/2016	COUGAR MOUNTAIN SOFTWARE	CHK	CLR	\$1,940.00
35706	11/16/2016	VANASSE HANGEN BRUSTLIN, INC	CHK	CLR	\$1,897.50
35843	12/30/2016	CENTURYLINK	CHK	O/S	\$1,867.43
35836	12/30/2016	BUSINESS CARD	CHK	O/S	\$1,853.56
35718	12/02/2016	HACH COMPANY	CHK	O/S	\$1,789.96
35629	11/07/2016	VOYAGER FLEET SYSTEMS, INC.	CHK	CLR	\$1,768.55
35625	11/07/2016	BUSINESS CARD	CHK	CLR	\$1,767.43
35709	12/02/2016	MSC INDUSTRIAL SUPPLY CO.	CHK	O/S	\$1,721.35
35638	11/07/2016	DILLER-BROWN & ASSOC. INC.	CHK	CLR	\$1,692.38
35642	11/07/2016	FLORIDA U.C. FUND	CHK	CLR	\$1,650.00
35820	12/14/2016	STANTEC CONSULTING SERVICES INC	CHK	O/S	\$1,623.50
35845	12/30/2016	ADECCO EMPLOYMENT SERVICES	CHK	O/S	\$1,589.76
35696	11/16/2016	NBF Furniture, LLC	CHK	CLR	\$1,550.00
35730	12/02/2016	CENTURYLINK	CHK	O/S	\$1,496.65
35630	11/07/2016	CENTURYLINK	CHK	CLR	\$1,496.55
35814	12/14/2016	DEX IMAGING	CHK	O/S	\$1,489.43
35759	12/02/2016	SIMS CRANE & EQUIPMENT	CHK	O/S	\$1,476.80
35779	12/14/2016	HERC RENTALS INC.	CHK	O/S	\$1,472.96
35804	12/14/2016	KEETON'S OFFICE & ART SUPPLY	CHK	O/S	\$1,438.27
35765	12/02/2016	U.S. BANK EQUIPMENT FINANCE	CHK	O/S	\$1,422.47
35659	11/07/2016	RING POWER CORPORATION	CHK	CLR	\$1,350.00
35849	12/30/2016	BENCHMARK ENVIROANALYTICAL INC	CHK	O/S	\$1,320.95
35619	11/07/2016	SIEMENS INDUSTRY, INC.	CHK	CLR	\$1,300.00
35780	12/14/2016	FEI-FT.MYERS WATERWORKS #127	CHK	O/S	\$1,275.00
35667	11/16/2016	AA ELECTRIC SE INC.	CHK	CLR	\$1,244.60
35873	12/30/2016	SOUTHWEST MOBILE MECHANIC	CHK	O/S	\$1,200.44
35666	11/07/2016	U.S. BANK EQUIPMENT FINANCE	CHK	CLR	\$1,193.00
35777	12/14/2016	ANIXTER INC.	CHK	O/S	\$1,177.34
35604	11/07/2016	MSC INDUSTRIAL SUPPLY CO.	CHK	CLR	\$1,167.73
35614	11/07/2016	MCMASTER-CARR SUPPLY CO	CHK	CLR	\$1,106.55
35770	12/14/2016	MSC INDUSTRIAL SUPPLY CO.	CHK	O/S	\$1,052.72
35610	11/07/2016	FISHER SCIENTIFIC	CHK	CLR	\$1,048.92
35833	12/30/2016	ANIXTER INC.	CHK	O/S	\$1,037.79
35762	12/02/2016	TKW CONSULTING ENGINEERS, INC.	CHK	O/S	\$995.00
35826	12/14/2016	XBYTE TECHNOLOGIES	CHK	O/S	\$995.00
EREMIT111616	11/08/2016	STATE OF FLORIDA DISBURSEMENT U	CHK	CLR	\$993.06
PR112516	11/22/2016	STATE OF FLORIDA DISBURSEMENT U	CHK	CLR	\$993.06
CS120916	12/09/2016	STATE OF FLORIDA DISBURSEMENT U	CHK	O/S	\$993.06
CS122316	12/23/2016	STATE OF FLORIDA DISBURSEMENT U	CHK	O/S	\$993.06
35839	12/30/2016	BUSINESS CARD	CHK	O/S	\$943.21
35720	12/02/2016	BUSINESS CARD	CHK	O/S	\$915.09
35620	11/07/2016	FEI-FT.MYERS WATERWORKS #127	CHK	CLR	\$911.50
35722	12/02/2016	BUSINESS CARD	CHK	O/S	\$893.47
35680	11/16/2016	ADECCO EMPLOYMENT SERVICES	CHK	CLR	\$883.20
35717	12/02/2016	PAGE MECHANICAL GROUP, INC.	CHK	O/S	\$863.71
35837	12/30/2016	BUSINESS CARD	CHK	O/S	\$824.73
35815	12/14/2016	PROGRESSIVE WATER RESOURCES, L	CHK	O/S	\$800.00
35670	11/16/2016	WOMACK SANITATION INC.	CHK	CLR	\$750.00
35774	12/14/2016	WOMACK SANITATION INC.	CHK	O/S	\$750.00
35847	12/30/2016	AMAZON	CHK	O/S	\$735.76
35694	11/16/2016	KEETON'S OFFICE & ART SUPPLY	CHK	CLR	\$714.70
35647	11/07/2016	KEETON'S OFFICE & ART SUPPLY	CHK	CLR	\$710.75
35751	12/02/2016	MANATEE CHAMBER OF COMMERCE	CHK	O/S	\$683.00
35768	12/14/2016	PRO-CHEM INC.	CHK	O/S	\$682.64
35721	12/02/2016	HOME DEPOT	CHK	O/S	\$653.37
35628	11/07/2016	GRAINGER	CHK	CLR	\$644.40
35729	12/02/2016	USA BLUEBOOK	CHK	O/S	\$631.07
35880	12/30/2016	Film Systems Of Florida	CHK	O/S	\$628.00
35725	12/02/2016	BUSINESS CARD	CHK	O/S	\$623.46

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35866	12/30/2016	MAIN GATE ENTERPRISES INC.	CHK	O/S	\$500.00
35861	11/07/2016	SMITH RANCH & GARDEN, INC.	CHK	CLR	\$599.20
35615	11/07/2016	BUSINESS CARD	CHK	CLR	\$596.12
35622	11/07/2016	TRANSCAT, INC.	CHK	CLR	\$531.25
35732	12/02/2016	ADECCO EMPLOYMENT SERVICES	CHK	O/S	\$529.92
35724	12/02/2016	SARASOTA HERALD TRIBUNE	CHK	O/S	\$511.50
35775	12/14/2016	FISHER SCIENTIFIC	CHK	O/S	\$507.94
35664	11/07/2016	TRACTOR SUPPLY COMPANY	CHK	O/S	\$504.96
35806	12/14/2016	MAIN GATE ENTERPRISES INC.	CHK	O/S	\$504.28
35691	11/16/2016	JAN-PRO CLEANING SYSTEMS OF SW	CHK	CLR	\$495.00
35802	12/14/2016	JAN-PRO CLEANING SYSTEMS OF SW	CHK	O/S	\$495.00
35823	12/14/2016	U.S. BANK EQUIPMENT FINANCE	CHK	O/S	\$470.47
35618	11/07/2016	BUSINESS CARD	CHK	CLR	\$465.10
35662	11/07/2016	SUTTER ROOFING COMPANY OF FLOR	CHK	CLR	\$458.00
35876	12/30/2016	UPS	CHK	O/S	\$449.06
35764	12/02/2016	UPS	CHK	O/S	\$444.35
35671	11/16/2016	FISHER SCIENTIFIC	CHK	CLR	\$413.70
35675	11/16/2016	SARASOTA HERALD TRIBUNE	CHK	CLR	\$412.40
35627	11/07/2016	EUROFINS EATON ANALYTICAL, INC.	CHK	CLR	\$395.00
35727	12/02/2016	EUROFINS EATON ANALYTICAL, INC.	CHK	O/S	\$395.00
35860	12/30/2016	SARASOTA CHAMBER OF COMMERCE	CHK	O/S	\$382.00
35761	12/02/2016	TEST GAUGE AND BACKFLOW SUPPLY	CHK	O/S	\$379.98
35679	11/16/2016	CENTURYLINK	CHK	CLR	\$370.68
35877	12/30/2016	U.S. BANK EQUIPMENT FINANCE	CHK	O/S	\$362.35
35763	12/02/2016	TRACTOR SUPPLY COMPANY CREDIT	CHK	O/S	\$355.42
35708	12/02/2016	BLUSITE SOLUTIONS OF SOUTHWEST	CHK	O/S	\$328.00
35773	12/14/2016	THE SUN	CHK	O/S	\$323.18
35626	11/07/2016	BUSINESS CARD	CHK	CLR	\$309.10
35633	11/07/2016	ALLIANCE FIRE & SAFETY	CHK	CLR	\$305.25
35705	11/16/2016	U.S. BANK EQUIPMENT FINANCE	CHK	O/S	\$288.96
35817	12/14/2016	RAPID SECURITY SOLUTIONS, LLC	CHK	O/S	\$276.45
35757	12/02/2016	PHENOVA, INC.	CHK	O/S	\$269.65
35665	11/07/2016	UPS	CHK	CLR	\$265.65
35750	12/02/2016	KEETON'S OFFICE & ART SUPPLY	CHK	O/S	\$263.56
35656	11/07/2016	PHENOVA, INC.	CHK	CLR	\$259.65
35603	11/07/2016	BLUSITE SOLUTIONS OF SOUTHWEST	CHK	CLR	\$258.00
35827	12/30/2016	BLUSITE SOLUTIONS OF SOUTHWEST	CHK	O/S	\$258.00
35646	11/07/2016	JAN-PRO OF MANASOTA	CHK	CLR	\$249.00
35801	12/14/2016	JAN-PRO OF MANASOTA	CHK	O/S	\$249.00
35608	11/07/2016	THE SUN	CHK	CLR	\$248.82
35605	11/07/2016	CINTAS	CHK	CLR	\$237.66
35711	12/02/2016	DMS-FINANCIAL MGMT SERVICES	CHK	O/S	\$234.99
35857	12/30/2016	ENVIRONMENTAL EXPRESS INC.	CHK	O/S	\$223.30
35710	12/02/2016	CINTAS	CHK	O/S	\$217.15
35863	12/30/2016	KEETON'S OFFICE & ART SUPPLY	CHK	O/S	\$216.94
35644	11/07/2016	FRONTIER COMMUNICATIONS	CHK	CLR	\$214.99
35798	12/14/2016	FRONTIER COMMUNICATIONS	CHK	O/S	\$214.99
35829	12/30/2016	DMS-FINANCIAL MGMT SERVICES	CHK	O/S	\$214.72
35733	12/02/2016	ALL FLORIDA WATER-TAMPA	CHK	O/S	\$211.58
35624	11/07/2016	QUALITY STARTER & ALT SER INC.	CHK	CLR	\$202.90
35809	12/14/2016	MARK ORTEL	CHK	O/S	\$200.00
35782	12/14/2016	TOTALFUNDS BY HASLER	CHK	O/S	\$200.00
35778	12/14/2016	HACH COMPANY	CHK	O/S	\$187.86
35640	11/07/2016	Doug Morton	CHK	CLR	\$182.56
35786	12/14/2016	ALLIED ELECTRONICS, INC.	CHK	O/S	\$175.42
35767	12/02/2016	WINDEMULLER TECHNICAL SERVICES	CHK	O/S	\$174.40
35835	12/30/2016	KINGSWAY ACE HARDWARE	CHK	O/S	\$170.05
35781	12/14/2016	SAM'S CLUB	CHK	O/S	\$169.25
35621	11/07/2016	SARASOTA HERALD TRIBUNE	CHK	CLR	\$165.00
35674	11/18/2016	HOME DEPOT	CHK	CLR	\$151.84

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

CHECK REGISTER: NOVEMBER & DECEMBER 2016

By Amount Largest to Smallest

Bank Code: PUBLIC FUNDS INTEREST CHECKING (PNC)

Document Number	Date	Payee Name / Description	Type	Status	Amount
35642	12/30/2016	USA BLUEBOOK	CHK	O/S	\$123.46
35719	12/02/2016	KINGSWAY ACE HARDWARE	CHK	O/S	\$119.97
35672	11/16/2016	HACH COMPANY	CHK	CLR	\$113.38
35809	11/07/2016	FEDERAL EXPRESS	CHK	CLR	\$107.34
35613	11/07/2016	KINGSWAY ACE HARDWARE	CHK	CLR	\$107.07
35637	11/07/2016	CHENANGO SUPPLY CO., INC.	CHK	CLR	\$103.65
35677	11/16/2016	DESOTO AUTOMOTOVE ENTERPRISES	CHK	CLR	\$95.00
35616	11/07/2016	HOME DEPOT	CHK	CLR	\$91.31
35623	11/07/2016	GRAYBAR	CHK	CLR	\$89.95
35673	11/16/2016	KINGSWAY ACE HARDWARE	CHK	CLR	\$88.81
35753	12/02/2016	KEVIN MORRIS	CHK	O/S	\$76.10
35856	12/30/2016	DARION S. LEWIS	CHK	O/S	\$76.00
35854	12/30/2016	DONALD MORTON	CHK	O/S	\$76.00
35726	12/02/2016	BUSINESS CARD	CHK	O/S	\$75.23
35769	12/14/2016	BLUSITE SOLUTIONS OF SOUTHWEST	CHK	O/S	\$70.00
35828	12/30/2016	CINTAS	CHK	O/S	\$68.76
35634	11/07/2016	ASSOC. OF STATE DAM SAFETY OFFIC	CHK	CLR	\$52.00
35874	12/30/2016	THE SHIPPING POST	CHK	O/S	\$51.94
35853	12/30/2016	CHENANGO SUPPLY CO., INC.	CHK	O/S	\$45.00
35631	11/07/2016	FLORIDA DEPARTMENT OF STATE	CHK	CLR	\$40.88
35846	12/30/2016	ADVANTAGE CARE INC.	CHK	O/S	\$40.00
35663	11/07/2016	SAMUEL STONE	CHK	CLR	\$38.00
35651	11/07/2016	SHALINA ODEGARD	CHK	CLR	\$38.00
35822	12/14/2016	UPS	CHK	O/S	\$37.25
35703	11/16/2016	TERRI GREEN	CHK	CLR	\$36.45
35699	11/16/2016	SUNSHINE STATE ONE CALL OF FL, IN	CHK	CLR	\$36.32
35871	12/30/2016	SUNSHINE STATE ONE CALL OF FL, IN	CHK	O/S	\$36.32
35844	12/30/2016	MCGEE TIRE STORES INC.	CHK	O/S	\$36.18
35669	11/16/2016	AIRGAS USA, LLC	CHK	CLR	\$30.36
35832	12/30/2016	AIRGAS USA, LLC	CHK	O/S	\$29.70
35704	11/16/2016	UPS	CHK	CLR	\$29.01
35785	12/14/2016	FLORIDA DEPARTMENT OF STATE	CHK	O/S	\$27.72
35838	12/30/2016	TRANSCAT, INC.	CHK	O/S	\$27.42
35760	12/02/2016	THE SHIPPING POST	CHK	O/S	\$25.97
35682	11/16/2016	BILL'S BOTTLED WATER SERVI CE	CHK	CLR	\$21.75
35819	12/14/2016	SARASOTA TROPHY & AWARDS INC.	CHK	O/S	\$20.00
35787	12/14/2016	BILL'S BOTTLED WATER SERVI CE	CHK	O/S	\$16.50
35715	12/02/2016	FEDERAL EXPRESS	CHK	O/S	\$12.44
35831	12/30/2016	FEDERAL EXPRESS	CHK	O/S	\$12.34
35875	12/30/2016	TRACTOR SUPPLY COMPANY CREDIT	CHK	O/S	\$11.56
35791	12/14/2016	CENTRAL FLORIDA EXPRESSWAY AUT	CHK	O/S	\$5.80
35606	11/07/2016	ALLIED UNIVERSAL CORP.	CHK	VOID	\$0.00
35712	12/02/2016	ALLIED UNIVERSAL CORP.	CHK	VOID	\$0.00
35652	11/07/2016	C & S CHEMICALS INC.	CHK	VOID	\$0.00
35653	11/07/2016	C & S CHEMICALS INC.	CHK	VOID	\$0.00
35654	11/07/2016	C & S CHEMICALS INC.	CHK	VOID	\$0.00
35810	12/14/2016	C & S CHEMICALS INC.	CHK	VOID	\$0.00
35868	12/30/2016	C & S CHEMICALS INC.	CHK	VOID	\$0.00
Check Total					\$3,751,191.89

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
CHECK REGISTER: NOVEMBER & DECEMBER 2016

Bank Code: CONSTRUCTION CHECKING (PNC)

Document Number	Date	Payee Name / Description	Type	Status	Amount
2722	12/02/2016	KING ENGINEERING ASSOCIATES INC	CHK	O/S	\$53,035.30
Check Total					\$53,035.30

***PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
February 1, 2017***

**ROUTINE STATUS REPORTS
ITEM 3**

Partially Treated Water Aquifer Storage & Recovery Pilot Testing

Project Status Report

Project: Partially Treated Water Aquifer Storage and Recovery

Date: February 1, 2017

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

Project Description

The Authority's Aquifer Storage and Recovery (ASR) System includes 21 ASR production wells with a design storage capacity of 6.3 BG. While this system is a critical storage component for the Peace River Facilities, it is operationally expensive. Water in ASR is fully treated twice to drinking water standards; first on injection in accordance with our existing operations permit for ASR; and again on recovery as water recovered from ASR is discharged to the raw water reservoir system because of naturally occurring arsenic picked up during storage in the limestone aquifer. Operationally this makes water from ASR twice as expensive as water from the raw water reservoir system.

Converting to a partially treated (minimal filtration and possibly disinfection prior to injection) ASR system has the potential to offer considerable cost savings, improve ASR recovery efficiency, and may also provide opportunities to obtain credit for over-recharging the Floridan Aquifer in the Southern Water Use Caution Area. The project is expected to involve multiple steps including:

- Modification of the existing ASR permit to allow pilot testing the partially treated ASR concept on two existing ASR production wells.
- Conducting the pilot testing, evaluating results, and re-evaluating costs for the system.
- If results are favorable the ASR system would be re-permitting to enable use of partially treated water for recharging the system.
- New pumping facilities would be constructed adjacent to Reservoir 1 to support ASR recharge.

Current status

Received permit modification from FDEP authorizing testing on December 14, 2016. Issued Notice to Proceed for CH2M to begin work on the pilot testing program. Set-up pipe & pumping equipment for testing is complete. Conducted meeting with Authority staff and Consultant regarding project safety, sampling, monitoring efforts and communications on January 11. Installation of piping connections and recharge pump ongoing.

Project History Briefing

Project: Partially Treated Water Aquifer Storage and Recovery

Date: February 1, 2017

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

The following information summarizes the historical milestones and key events of the Partially Treated ASR Project.

- October 2015 Executed Work Order 15-02 with CH2M for Partially Treated ASR Desk-Top Study October 9, 2015.
- March 2016 Desk-top study completed March 24, 2016. Recommends pilot testing partially treated concept. If pilot testing is successful, study indicates potential savings of \$334K to \$394K per year for partially treated system compared with current system. Requires new \$7.5M pumping facilities near Reservoir 1 for recharging ASR.
- April 2016 Presentation of partially treated ASR concept to Authority Board April 6, 2016. Recommended scheduling meeting with FDEP in Tallahassee to discuss concept, permit modification and pilot testing. Met with FDEP staff in Tallahassee April 29, 2016 to discuss partially treated water ASR at the Peace River Facility. Recommendation from meeting is to apply for ASR permit modification enabling pilot testing.
- May - 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 partially treated ASR concept on two

wells in Wellfield No. 2. September 30, 2016 - Authority received Draft Class V, Group 7 permit from FDEP including the requested changes to enable pilot testing at ASR Wells S-4 and S-20.

- October 2016 Board approved WO 17-01 to CH2M for Pilot Testing at ASR Wellfield 2 (October 5, 2016).
- November 2016 Conducted Public Meeting November 17, 2016 at Peace River Facility for public comment on recently issued draft permit modification for Authority Class V Group 7 ASR system. Site visit by SWFWMD staff November 21, 2016 for review and discuss co-funding application the partially treated ASR Project.
- December 2016 Received notice of permit on December 14, 2016 authorizing pilot testing. Authorized CH2M to begin work on test set-up. Attended meeting with SWFWMD staff in Tampa on December 22nd to discuss project co-funding. Low probability for out-of-cycle funding for FY 2016 and 2017 work on this project.
- January 2017 Conducted project safety & coordination meeting with consultant and Authority staff on January 11th in preparation for beginning the test. Authority staff collecting background samples from production and monitor wells and reservoir 1. Installation of piping to ASR wells S-4 and S-20 and recharge pump is ongoing.

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

**ROUTINE STATUS REPORTS
ITEM 4**

Peace River Basin Report



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MEMORANDUM

TO: Board Members and Pat Lehman
FROM: Doug Manson, Laura Donaldson and Paria Shirzadi
RE: Peace River Basin Report
DATE: January 17, 2017

Mosaic Fertilizer, LLC- South Fort Meade Mine (Wastewater Permit)

On September 29, 2016, the Florida Department of Environmental Protection (“DEP”) sent a letter to Mosaic Fertilizer, LLC (“Mosaic”) stating that Mosaic’s Wastewater Permit No. FL0037958-015 for its South Fort Meade Mine would expire on May 20, 2017 and that an application for renewal of the permit must be received by DEP by November 21, 2016. On November 18, 2016, Mosaic submitted its application for renewal of its industrial wastewater permit (FL0037958-019) for its South Fort Meade Mine, located in Polk and Hardee Counties. On December 15, 2016, DEP issued a request for additional information to Mosaic, requesting that Mosaic provide additional information regarding water balance, outfall locations, wastewater treatment, and the groundwater monitoring plan by January 16, 2017. On December 23, 2016, DEP sent a letter to Mosaic containing the results of a Reconnaissance Inspection conducted by DEP at the South Fort Meade Mine on November 30, 2016 as part of the permit renewal application review process. The letter stated that Mosaic’s facility appears to be in-compliance with its respective wastewater permit requirements based on the areas evaluated.



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Mosaic Fertilizer, LLC- South Fort Meade Mine (Environmental Resource Permit)

On January 5, 2017, DEP issued Environmental Resource Permit (“ERP”) Modification No. 0221122-019 to Mosaic for its South Fort Meade Hardee County Mine. The ERP Modification includes: 1) expanding the mine boundary by incorporating nine parcels and three road segments totaling 394.6 acres; 2) reclassifying two areas of land totaling 90.3 acres previously identified as undisturbed to mined or disturbed; 3) adding 47.1 acres of additional wetland and other surface water impacts and approximately 3,564 feet of mostly ditched stream impacts (as a result of items 1 and 2) and adding as mitigation, approximately 41.3 acres of additional wetland creation, approximately 4,061 feet of additional stream creation/restoration and 25.8 acres of additional preservation; 4) revising the mining and mitigation plans within the original project boundary due to a reduction in mined and disturbed acres; 5) relocating an approved dragline/utility corridor on Lake Dale Branch to a more disturbed section of the creek that will result in a reduction in approximately 2.1 acres of wetland impacts; 6) revising the mining and mitigation plans to incorporate final designs; and 7) modifying Specific Condition No. 21 regarding clay settling areas to be consistent with more recently issued permit language.

The previously approved ERP (ERP File No. MMR_221122-004) for the South Fort Meade Mine issued in 2009 authorized the disturbance of approximately 7,756 acres of uplands, wetlands, and other surface waters, including impacts to 751 acres of wetlands and other surface waters, within a 10,856-acre area which makes up the site. The ERP has been modified several times since issuance primarily to incorporate minor changes to the



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mitigation and reclamation plans and to add small outparcels to the mine that would allow mining in additional upland areas. For example, Modification File No. MMR_221122-013 was issued on March 28, 2014 to allow mining in an additional 6.4 acres of uplands, Modification File No. MMR_221122-016 was issued on June 4, 2015 to allow mining in an additional acre of uplands, and MMR_221122-017 was issued on April 27, 2016 to allow mining in an additional 3.0 acres of mostly uplands.

The currently proposed revision to the South Fort Meade Hardee County Mine ERP proposes mining activities on 7,892.5 acres of uplands, wetlands, and other surface waters within an approximately 11,259.6-acre area and to reclaim approximately 7,892.5 acres of uplands, wetlands, and other surface waters following the completion of mining activities. The project includes disturbance of 711 acres of wetlands and other surface waters, including 270.5 acres of herbaceous wetlands, 233.7 acres of forested wetlands and 206.8 acres of other surface waters. The primary drainage systems on site are the Peace River, Little Charlie Creek, Lake Dale Branch, Parker Branch and Max Branch, which are all Class III waters. Substantial portions of the floodplain of these stream systems have been preserved in a conservation easement. Five temporary crossings for draglines, pipelines and utility corridors have been or will be constructed, including two crossings over Little Charlie Creek and one each over Lake Dale Branch, Parker Branch and an unnamed tributary, resulting in the disturbance of up to an additional 1,797 linear feet of stream channel.



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Mosaic Fertilizer, LLC- DeSoto Mine

On December 9, 2016, DEP gave notice of its intent to issue an Environmental Resource Permit (MMR_331292-001) to Mosaic for phosphate mining and associated activities at its proposed DeSoto Mine in DeSoto County. The ERP authorizes Mosaic to conduct phosphate mining activities on 16,181 acres of uplands, wetlands and other surface waters within an approximately 18,287 acre area. The proposed DeSoto Mine activities include the construction of an onsite plant, office and entrance road, associated maintenance shops and buildings, railroad spur, and an approximately 37 mile, 30 inch water pipeline. The proposed project includes the disturbance of 2881.8 acres of wetlands and other surface waters, 13,238 acres of uplands, and 54,901 linear feet of streams. Approximately 1,738 linear feet of streams and 26 acres of wetlands within the avoided areas of the project will be disturbed for temporary access corridor crossings across preserved portions of Oak Hill Branch, Horse Creek, Brandy Branch, and Buzzard Roost Branch, in order to walk draglines and route pipelines, power lines, and mine roads between mining and reclamation areas. The access corridors will be in place for between eight and twenty-one years and then restored to ecological conditions similar to what exists today once they are removed.

The DeSoto Mine is wholly-located in northwest DeSoto County, west of the town of Arcadia. All wetlands and other surface waters within the DeSoto Mine project boundary are associated with the Horse Creek and its named tributaries and Oak Hill Branch which is a separate tributary to the Peace River; all Class III waters. The DeSoto Mine site is drained



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from north to south by Horse Creek, with Brandy Branch, Buzzard Roost Branch, and unnamed tributaries draining from the east and west into Horse Creek, which ultimately flows to the Peace River. There are two headwater forks to Oak Hill Branch, a separate tributary to the Peace River, that drain east portions of the DeSoto Mine site.

Lennar Homes, LLC- Water Use Permit Renewal

On December 27, 2016, SWFWMD received an application for Water Use Permit No. 4443.011, a permit renewal, from Lennar Homes, LLC. The renewal application requests an increase in allocation to 1.658 MGD average, from the current 0.869 MGD, and a reduction to 4.884 MGD peak month, from the current 8.429 MGD, for landscape/recreation uses in Manatee County, located in the Manasota Basin, the Most Impacted Area and Southern Water Use Caution Area. On January 9, 2017, SWFWMD issued a request for additional information (“RAI”) to Lennar Homes, LLC which included the following request:

The application is located within the MIA of the SWUCA. If you are requesting more groundwater than was previously permitted, a Net Benefit must be implemented for the entire increased groundwater quantity. The currently permitted active annual average groundwater quantity is 868,900 gallons per day (gpd). The submitted application indicates that the total demand quantity is 1,658,000 gpd for the annual average quantity. If you are requesting more than the previously permitted active ground water quantity of 868,900 gpd for the active annual average quantity, please submit a Net Benefit as described in Section 3.9.2.6.2.2.4., Southwest Florida Water Management District Water Use Permit Applicant’s Handbook Part B.

The response to the RAI is due by April 9, 2017. On January 7, 2017, Lennar Homes, LLC submitted a partial response to the RAI stating that “the requested quantities are a decrease from those previously permitted....the annual average demand decreased from



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1,698,000 gpd to 1,658,000 gpd and the peak month demand decreased from 4,981,300 gpd to 4,884,200 gpd....due to a decrease in irrigated acres,” and also stating that “the ownership needs to be transferred from Lennar Homes, LLC to Aquaterra Utilities, Inc.,” who provides the irrigation water to the property owners and own the properties where the irrigation ponds and irrigation wells are located. The application has not yet been deemed complete by SWFWMD.