

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

AGENDA

December 5, 2018 @ 9:30 a.m.

Charlotte County Administration Center
Commission Chambers, Room 119
18500 Murdock Circle, Port Charlotte, Florida

Additional information may be obtained by contacting the Peace River Manasota Regional Water Supply Authority, 9415 Town Center Parkway, Lakewood Ranch, Florida 34202 or through the Authority's website www.regionalwater.org. Persons with disabilities who need assistance may call (941) 316-1776 at least two business days in advance to make appropriate arrangements. No Stenographic record by a certified court reporter is being made of this meeting. Accordingly, any person who may seek to appeal any decisions involving the matters noticed herein will be responsible for making verbatim record of the testimony and evidence at this meeting which may be necessary to appeal such decisions.

BOARD OF DIRECTORS

Commissioner Alan Maio, Sarasota County, Chairman
Commissioner Elton A. Langford, DeSoto County, Vice Chairman
Commissioner Ken Doherty, Charlotte County
Commissioner Priscilla Trace, Manatee County

CALL TO ORDER

INVOCATION

Commissioner Elton Langford

PLEDGE OF ALLEGIANCE

Led by the Board

WELCOME GUESTS

PUBLIC COMMENTS

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

RESOLUTIONS/PRESENTATIONS

1. Employee Service Recognition

CONSENT AGENDA

1. Minutes of October 3, 2018 Board of Directors Meeting
2. Minutes of October 3, 2018 Board Workshop
3. Board of Directors' Meeting Schedule for Calendar Year 2019
4. Salary Survey Market Analysis
 - a. Consultant's Findings and Recommendations (The Archer Company, October 2018)
 - b. Authority Pay Plan Revisions
5. Authority Procurement Policy Revisions
6. Declaration of Surplus

7. Interlocal Agreement for Phase 1 Interconnect Between Peace River Manasota Regional Water Supply Authority and the City of Punta Gorda - Amendment 1
8. Closed Door Attorney – Client Session pursuant to Section 286.011(8), Florida Statutes, on December 5, 2018 @ 11:30 a.m. (or as soon thereafter) in Charlotte County Board Conference Room to discuss settlement negotiations and/or strategy related to litigation expenditures covering the DOAH hearing captioned Polk Regional Water Cooperative (Case No. 18-3276), Polk County (Case No. 18-3278), City of Bartow (Case No. 18-3280), City of Ft. Meade (Case No. 18-3282), City of Lakeland (Case No. 18-3283) City of Wauchula (Case No. 18-3288) and City of Winter Haven (Case No. 18-3289) vs. Peace River Manasota Regional Water Supply Authority and Southwest Florida Water Management District.

REGULAR AGENDA

1. Water Supply Conditions – Staff Presentation
2. Regional Integrated Loop System Phase 1 Interconnect Project [U.S. 17 to Punta Gorda]
 - a. Award contract to Reynolds Construction for Construction of the Phase 1 Regional Interconnect for an amount not-to-exceed \$8,228,000
 - b. Approve Work Order No. 3 to King Engineering Associates for Construction Phase Services on the Phase 1 Interconnect for an amount not-to-exceed \$897,470
 - c. Approve Negotiated Settlements on Four Properties for the Phase 1 Interconnect
3. Lakewood Ranch Administrative Office Building Acquisition
4. Legislative Priorities for 2019
5. Environmental Stewardship Programs – Staff Presentation
6. Rate Consultant Presentation and Board Discussion

RECESS BOARD OF DIRECTORS MEETING

Board of Directors meeting will recess for closed door attorney-client session.

RECONVENE BOARD OF DIRECTORS MEETING

GENERAL COUNSEL’S REPORT

1. Peace River Facility Water Use Permit Modification/Renewal Litigation

EXECUTIVE DIRECTOR’S REPORT

CHAIRMAN’S REPORT

1. Executive Director Employment Agreement Amendment

ROUTINE STATUS REPORTS

1. Hydrologic Conditions Report
2. Check Registers for September and October 2018
3. Regional Integrated Loop System Phase 3B Interconnect [S.R. 681 to Clark Road]
4. Regional Integrated Loop System Phase 1 Interconnect [U.S. 17 to Punta Gorda]
5. Partially Treated Water Aquifer Storage & Recovery
6. Peace River Facility ASR Operating Permit Renewal
7. Water Supply Master Plan 2020
8. Peace River Basin Report

BOARD MEMBER COMMENTS

PUBLIC COMMENTS

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

ANNOUNCEMENTS

Next Authority Board Meeting

Wednesday, February 6, 2019 @ 9:30 a.m.

Peace River Facility

Water Quality/Training Facility

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

ADJOURNMENT

Visit the Board Meetings page of our website www.regionalwater.org to access the Agenda Packet

Additional information may be obtained by contacting the Peace River Manasota Regional Water Supply Authority, 9415 Town Center Parkway, Lakewood Ranch, Florida 34202 or through the Authority's website www.regionalwater.org. Persons with disabilities who need assistance may call (941) 316-1776 at least two business days in advance to make appropriate arrangements. No Stenographic record by a certified court reporter is being made of this meeting. Accordingly, any person who may seek to appeal any decisions involving the matters noticed herein will be responsible for making verbatim record of the testimony and evidence at this meeting which may be necessary to appeal such decisions.

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
December 5, 2018

RESOLUTIONS/PRESENTATIONS
ITEM 1

Employee Service Recognition

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

The Authority is pleased to recognize the following employees for their years of service upon their retirement from the Authority. We wish them well and thank them for their contribution to the success of the Authority.

Employee	Position	Years of Service
Tom Dobbs	Construction Manager	18+
Linda Burke	Administrative Secretary II	11+

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
December 5, 2018

CONSENT AGENDA
ITEM 1

Minutes of October 3, 2018 Board of Directors Meeting

Recommended Action -

Motion to approve minutes of October 3, 2018 Board of Directors meeting.

Draft minutes of the October 3, 2018 Board of Directors meeting are provided for Board approval.

Attachments:

Draft Minutes of October 3, 2018 Board of Directors Meeting

Minutes of Board of Directors Meeting
PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
DeSoto County Administration Building
Commission Chambers, First Floor
201 East Oak Street, Arcadia, Florida

October 3, 2018

Board Members Present:

Commissioner Alan Maio, Sarasota County, Chairman
Commissioner Elton Langford, DeSoto County, Vice Chairman
Commissioner Ken Doherty, Charlotte County
Commissioner Priscilla Trace, Manatee County

Staff Present:

Patrick Lehman, Executive Director
Doug Manson, General Counsel
Ann Lee, Finance & Administration Manager
Kevin Morris, Engineering & Projects Manager
Richard Anderson, System Operations Manager
Rachel Kersten, Agency Clerk

Others Present:

A list of others presents who signed the attendance roster for this meeting is filed with the permanent records of the Authority.

CALL TO ORDER

Commissioner Maio called meeting to order at 9:30 a.m.

INVOCATION

Douglas Manson offered the invocation.

PLEDGE OF ALLEGIANCE

The Board led the Pledge of Allegiance to the Flag of the United States.

HOST COUNTY REMARKS

DeSoto County Administrator Mandy Hines provided the host county opening remarks and presented a brief overview of DeSoto's county upcoming projects for the year.

PUBLIC COMMENTS

There were no public comments.

RESOLUTIONS/PRESENTATIONS**1. Employee Service Recognition**

The Authority recognized three (3) employees who had achieved significant milestones in their service to the agency.

2. Recognition of Kevin Morris certification as Public Works Executive by the American Public Works Association

Kevin Morris was recognized by the American Public Works Association with certification as Public Works Executive at the Association's national recognition ceremony on August 27.

CONSENT AGENDA

- 1. Minutes of July 25, 2018 Board of Directors meeting**
- 2. Transfer of \$330,000 from the General Fund to Utility Reserve Fund**
- 3. Fund disbursements in accordance with the FY 2019 Budget (FY 2018 debt service coverage Payments)**
- 4. Consultant ranking and authorize the Executive Director to execute the Agreement for Professional Services Related to the Maintenance Facility Project Construction Phase Services with AECOM Technical Services, Inc. for an amount not-to-exceed \$260,170**
- 5. Letter of appreciation to Michael Babb for service on the SWFWMD Governing Board**
- 6. Authorize submittal of FY 2020 Cooperative Funding Initiative applications to SWFWMD for two regional projects and approve recommended project co-funding ranking (1) Regional Integrated Loop System – Phase 3B Interconnect, (2) Partially Treated Water ASR**
- 7. First Amendment to Agreement for State Lobbyist Services with Diane R. Salz Governmental Consulting**
- 8. Fourth Amendment to Agreement to Peace River Manasota Regional Water Supply Authority Agreement for General Counsel Services with Manson Bolves Donaldson Varn, P.A.**
- 9. Authorize the Executive Director to approve a Work Order to Hazen and Sawyer for the 2020 Water Quality Master Plan with a cost not-to-exceed \$174,010**
- 10. Conduct Closed Door Attorney – Client Session pursuant to Section 286.011(8), Florida Statutes, on October 3, 2018 @ 11:30 a.m. (or as soon thereafter) in DeSoto County Board Conference Room to discuss settlement negotiations and/or strategy related to litigation expenditures covering the DOAH hearing captioned Polk Regional Water Cooperative (Case No. 18-3276), Polk County (Case No. 18-3278), City of Bartow (Case No. 18-3280), City of Ft. Meade (Case No. 18-3282), City of Lakeland (Case No. 18-3283) City of Wauchula (Case No. 18-3288) and City of Winter Haven (Case No. 18-3289) vs. Peace River Manasota Regional Water Supply Authority and Southwest Florida Water Management District.**

Commissioner Doherty commented that he is pleased to see Consent Item 9 for the Water Quality Master Plan. This is something that was discussed at the first workshop last year, and he is looking forward to seeing it move forward.

Motion was made by Commissioner Doherty, seconded by Commissioner Trace, to approve the Consent Agenda. Motion was approved unanimously.

REGULAR AGENDA

1. Water Supply Conditions - Staff Presentation

Richard Anderson presented Water Supply Conditions at the Peace River Facility as of September 18, 2018.

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

September Water Demand	20.01 MGD
September River Withdrawals	28.15 MGD
<u>Storage Volume:</u>	
Reservoirs	6.40 BG
ASR	<u>7.45 BG</u>
Total	13.85 BG

Rainfall in the Peace River basin averaged around 6-inches during the month of August, which is about half of what we averaged over the course of July. As of September 30th the basin had averaged about 5-inches total rainfall.

Reservoir storage as of September 18th day was at 6.40BG. Mr. Anderson stated that the ASR system is still in storage mode with almost 7.5 BG in storage.

Mr. Anderson said the Authority and its customers have about 105 MGD in average day production capacity. In the month of June, 22.9 MGD was delivered by the Authority and 46.5 MGD was produced by Authority customers for a total regional production of 69.4 MGD. Of that amount, about 3.5 MGD was exported to non-Authority customers. This makes the total water demand for Authority Customers approximately 65.9 MGD for the month.

Mr. Anderson reviewed the current demand and supply conditions for each of the customers for the month of June and the cumulative historical annual average usage of the region.

Mr. Lehman commented that a year ago the Board was discussing Desoto County struggling with exceeding their water allocation. This year, thanks to Mandy Hines and her staff, along with Mr. Anderson and our staff and Black & Veatch, they are back on track and finished out the fiscal year well within their water allocation. This means they are not just saving water but also money.

2. Annual Review of Executive Director

The Board discussed Mr. Lehman’s annual review noting that his performance in the past year has been commendable. Commissioner Maio explained that things will be discussed in full during the December meeting and asked if there were any comments that the Board Members would like to add regarding Mr. Lehman’s performance.

Commissioner Trace stated that being new to the Board she is still accessing what is going on, but overall commends Mr. Lehman for great performance.

Commissioner Doherty said he wanted to extend his appreciation to Mr. Lehman and his staff for the progress that has been made over the last year with the CIP and other efforts. The more frequent workshops will only help advance that progress and Mr. Lehman continues to do an excellent job. Commissioner Doherty again thanked him for his efforts.

Commissioner Langford commented that he appreciates what Mr. Lehman does and stated that it goes to show that if you surround yourself with good people, good things happen. He reiterated that because of how important the Authority is to our region, he appreciated Mr. Lehman's ability to build and maintain his team of staff to continue to make the Authority the success that is.

Commissioner Maio thanked Mr. Lehman for his continued willingness to visit and meet with him during this period of his being Chairman. He agreed with Commissioner Doherty that the more frequent workshops are going to be a great improvement and help change how business is done. Commissioner Maio stated that he is looking forward to continuing to work with Mr. Lehman, given his commission allows him to stay on the Board for the coming year.

GENERAL COUNSEL'S REPORT

1. Peace River Facility Water Use Permit Modification/Renewal

Mr. Manson provided a brief litigation update on the seven petitions filed and gave a presentation provided by Brian Armstrong of the Southwest Florida Water Management District during the meeting with the Polk County Co-Op which Mr. Manson and Mr. Lehman Attended.

Mr. Manson explained the concept of the presented SHARP/SHARE project with the Board. Hillsborough County, in partnership with the SWFWMD, has created a substantial source of Upper Floridan groundwater through a saltwater barrier project. This project is known as SHARP/SHARP. This water could be shared with Polk County and others to meet future water supply needs

He explained that the project proposal components include that all parties (Polk County Cooperative, Tampa Bay Water, Peace River Manasota Water Supply Authority and the SWFWMD) stand down on litigation and competing water use applications for up to one year to work on this project elements and agreements. That Hillsborough County would be fairly compensated for generation of the water supply by those taking the groundwater, and that Polk County Cooperative enters into an agreement to share water from SHARP/SHARE.

Mr. Manson suggested a motion following the closed-door attorney session to authorize the General Counsel to agree to an abeyance of up to one year of the litigation by the seven parties challenging the Authority's Water Use Permit to allow the District and necessary parties involved time to come to an agreement for a new water supply through the SHARP/SHARE project.

Commissioner Doherty asked if Mr. Manson knew if this process or theory of SHARP/SHARE has ever actually been implemented and permitted.

Mr. Manson stated that he could not say that there was anything exactly like this within SWFWMD but there have been processes that are similar.

Mr. Manson advised the Board that based on the seven petitions requesting formal administrative hearings that have been filed with the Southwest Florida Water Management District associated with the issuance of the Authority's water use permit 20010420.010, I advise the Board of Directors that a closed door attorney-client session should be scheduled for December 5th (in addition to the closed door session

schedule for today's meeting) to discuss settlement negotiations and/or strategy related to litigation expenditures.

2. Phase 1 Regional Interconnect Property Acquisition

Mr. Manson announced that an agreement with the opposed counsel regarding the property acquisition needed for the U.S. 17 City of Punta Gorda to Shell Creek has been reached and we should have titles to all eight (8) parcels within the next 30 days.

EXECUTIVE DIRECTOR'S REPORT

1. Lakewood Ranch Administrative Office Negotiation Update

Mr. Lehman provided the Board with an update on the discussions surrounding the potential acquisition of the Lakewood Ranch office property. The appraisal has been done and once that is received and discussions are had the Board will be presented with the options of purchasing the property where the Lakewood Ranch office currently resides versus relocating to the water treatment facility.

ROUTINE STATUS REPORTS

There were no Board comments on routine status reports.

RECESS BOARD OF DIRECTORS MEETING

Board of Directors meeting recessed for workshop and closed door attorney-client session.

Commissioner Maio announced the closed door Attorney - Client Session pursuant to Section 286.011(8), Florida Statutes @ 11:30 a.m. (or as soon thereafter) in DeSoto County Board Conference Room to discuss settlement negotiations and/or strategy related to litigation expenditures covering the DOAH hearing captioned Polk Regional Water Cooperative (Case No. 18-3276), Polk County (Case No. 18-3278), City of Bartow (Case No. 18-3280), City of Ft. Meade (Case No. 18-3282), City of Lakeland (Case No. 18-3283) City of Wauchula (Case No. 18-3288) and City of Winter Haven (Case No. 18-3289) vs. Peace River Manasota Regional Water Supply Authority and Southwest Florida Water Management District.

The closed door attorney-client session will be attended by the following: Commissioners Maio, Langford, Doherty and Trace; Executive Director Patrick Lehman; General Counsel Douglas Manson; and court reporter.

RECONVENE BOARD OF DIRECTORS MEETING

Chair Maio: I now announce the termination of the closed door attorney-client session related to the DOAH hearing captioned Polk Regional Water Cooperative (Case No. 18-3276), Polk County (Case No. 18-3278), City of Bartow (Case No. 18-3280), City of Ft. Meade (Case No. 18-3282), City of Lakeland (Case No. 18-3283) City of Wauchula (Case No. 18-3288) and City of Winter Haven (Case No. 18-3289) vs. Peace River Manasota Regional Water Supply Authority and Southwest Florida Water Management District.

Motion was made by Commissioner Doherty, seconded by Commissioner Langford, to authorize the General Counsel to agree to an abeyance of up to one year of the litigation by the seven parties challenging the Authority's Water Use Permit to allow the District and necessary parties involved

time to come to an agreement for a new water supply through the SHARP/SHARE project. Motion was approved unanimously.

BOARD MEMBER COMMENTS

Commissioner Doherty stated that Water Quality was quite the topic at the FWAC Conference last week, and it was not restricted to just those on the east coast of Florida with the current red tide situation. There is a growing concern in the community related to the water quality of the Peace River and the expansion of Mosaic phosphate mine. Commissioner Doherty stated that he would like us to be proactive in our approach to a stance on this, and direct the staff to create a map that shows the existing mines and how they relate to the Peace River. Possibly, as an additional server, one of our existing engineering firms could monitor the situation and report as it relates to us.

Commissioner Maio stated that he did not want to see something happen in the future that would cause the Authority to be targeted with “where were you” statements so if a graphic or map would be helpful to prevent that then he supports the concept.

Commissioner Trace stated that Manatee County does have mining and it is a state right to do so – it is a land use right. However, she agrees that working with them rather than working against them and monitoring the water quality is a great idea.

PUBLIC COMMENTS

There were no public comments.

ANNOUNCEMENTS

Next Authority Board Meeting

Wednesday, December 5, 2018 @ 9:30 a.m.
Charlotte County Administration Center
Commission Chambers, Room 119
18500 Murdock Circle, Port Charlotte, Florida

Future Authority Board Meetings

Wednesday, February 6, 2019 @ 9:30am

ADJOURNMENT

There being no further business to come before the Board, the meeting adjourned at 11:38 a.m.

Commissioner Alan Maio
Chairman

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
December 5, 2018

CONSENT AGENDA
ITEM 2

Minutes of October 3, 2018 Board of Directors Workshop

Recommended Action -

Motion to approve minutes of October 3, 2018 Board of Directors workshop.

Draft minutes of the October 3, 2018 Board of Directors workshop are provided for Board approval.

Attachments:

Draft Minutes of October 3, 2018 Board of Directors Workshop

Minutes of Board of Directors Workshop
PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
DeSoto County Administration Building
Commission Chambers, First Floor
201 East Oak Street, Arcadia, Florida

October 3, 2018

Board Members Present:

Commissioner Alan Maio, Sarasota County, Chairman
Commissioner Elton Langford, DeSoto County, Vice Chairman
Commissioner Ken Doherty, Charlotte County
Commissioner Priscilla Trace, Manatee County

Staff Present:

Patrick Lehman, Executive Director
Doug Manson, General Counsel
Ann Lee, Finance & Administration Manager
Kevin Morris, Engineering & Projects Manager
Richard Anderson, System Operations Manager
Rachel Kersten, Agency Clerk

Others Present:

A list of others presents who signed the attendance roster for this meeting is filed with the permanent records of the Authority.

CALL TO ORDER

Commissioner Maio called workshop to order at 10:13 am.

AGENDA

1. Funds and Accounts Flowchart

Ms. Lee and Mr. Lehman reviewed a flowchart of the Authority's funds & accounts.

Commissioner Doherty thanked Ms. Lee and Mr. Lehman for the graphics and asked for clarity on the revenue funds and whether or not there were restrictions on what these funds can be used for. Specifically, Commissioner Doherty asked if the Operation, Maintenance, & Administration funds can all be combined and used as one and if there were restrictions.

Ms. Lee responded that yes, they can be used freely and there are only restrictions on the construction funds.

Commissioner Doherty asked if there was a certain percent of every dollar deposited into each specific account.

Ms. Lee stated that no, there is no set amount – it is all determined by the budget and Board policy.

Mr. Lehman reiterated that the budget is set by the Board budget policies. The Renewal & Replacement fund must have a minimum of \$2 million at fiscal year-end. Mr. Lehman also explained the Sinking Fund is used solely to fund our debt payments. The monies that are allocated to this fund throughout the year are used to make the debt payments.

Commissioner Doherty thanked Mr. Lehman and stated that he appreciated the clarification, but mentioned he would like a copy of the Board budget policies.

Commissioner Maio agreed and asked that Mr. Lehman email out to all the Board members a set of the current Budget Policies.

2. Water Rate Cost elements

Mr. Lehman provided the Board with a review of the water cost elements and discussed the need to create a strategic plan to deal with the elephant in the room and cover future growth and debt service cost.

Commissioner Maio asked if, hypothetically, a municipality in one of the Authorities four counties has a utility setup that they would like to merge or sell to the Peace River Authority, and we agree to do that as a Board – how do those costs become covered? Is that the elephant in the room that Mr. Lehman was referring to?

Mr. Lehman confirmed that yes, how do we move forward to implement our strategic plan to interconnect regionally with the cities. Without a policy we are talking blind.

Commissioner Doherty stated that he thinks this emphasized the need for the Authority staff to get all of the Board members staff together and discuss how we are going to deal with new debt. To discuss and give us ideas on how to move forward.

Commissioner Maio agreed that the starting point on this is going to involve all the staffs because even just the jargon and the formulas can be confirmed and verified.

Mr. Lehman asked and received the Board's consensus on moving forward with collecting and performing a rate study with each of the county's staff.

3. Business Plan Gaps and Needs

Mr. Lehman discussed the current identified gaps and needs within the Authority's policies relating to future water supply, regional transmission system pipelines, common benefit projects, and nonmember partnership projects.

Commissioner Doherty asked Mr. Lehman to clarify that in Charlotte County, the Phase 4 project currently ongoing is going to be owned by Charlotte County Utilities as they have decided not to go the route of co-operative funding. As has the same thing occurred with a line in Sarasota County

Mr. Lehman confirmed that yes, that was correct. Commissioner Maio gave confirmation for the Sarasota County project as well.

Commissioner Doherty stated that we need to work together with the District to deal with this issue as well. The developers that they have involved only want to pay 50% of the delta versus 50% of the entire

project. Now we have this capacity that is owned by the county rather than capacity owned by the Authority. If we work with the district and with legislature to create a policy to clear this up rather than having some lines owned by the county, some co-operatively funded, some by the authority.

Commissioner Maio agreed that this is going to happen with greater frequency with our goal being to continue to interconnect throughout the region.

In regards to gaps, Mr. Lehman gave the example of Kings Highway – if that road were to be widened within the next 20 years, that pipeline serves Desoto, Charlotte, North Port and is in the right of way. How would that relocation be paid for? We are currently ahead of the game, and we don't need this answer now, but it is a very real possibility for the future.

Mr. Lehman went on to remind the Board in regards to debt, in 2021 the capital component for the debt related to the 1991 acquisition is paid off. In 2028 the Peace River and the pipelines are paid off. There is a 10-year window where a lot of debt falls off – it has all been agreed to, there is nothing to fix there.

Commissioner Doherty mentioned the two contracts, the water supply master plan proceeding, and the water quality master plan approved this morning and asked if these are all linked together and could we use them as a reason to reach out and open the discussion with potential future customers and what their plans may be?

Mr. Lehman stated absolutely, that's an option.

Commissioner Maio agreed that this would be a great time to use this opportunity to reach out to these different jurisdictions and ask about their future plans.

ADJOURNMENT

There being no further business to come before the Board, the meeting adjourned at 11:38 a.m.

Commissioner Alan Maio
Chairman

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
December 5, 2018

CONSENT AGENDA
ITEM 3

Board of Directors' Meeting Schedule for Calendar Year 2019

Recommended Action - **Motion** to approve Board of Directors' meeting schedule for calendar year 2019.

As an independent special district under Chapter 189, F.S., the Authority is required to file an annual meeting schedule with the 'local governing authority or authorities'. The proposed meeting schedule for calendar year 2019 has been coordinated with each of the Board members' office. Authority Board of Director's meetings are typically scheduled for the first Wednesday of the month on a bi-monthly schedule. Note that due to conflicts the following meeting dates have been scheduled in exception.

- June Board meeting date moved (to late May) to avoid BOCC meeting conflict.
- August Board meeting moved (to late July) to accommodate BOCC vacation schedules.

Upon approval the schedule will be sent to each county clerk and county commission chairman. Courtesy copies will also be provided to the Southwest Florida Water Management District and to the City of North Port. The meeting schedule is also posted on the Authority's website at www.regionalwater.org.

Attachments:

Proposed Board of Directors' Meeting Schedule for Calendar Year 2019

Peace River Manasota
Regional Water Supply Authority

BOARD OF DIRECTORS MEETING SCHEDULE
FOR CALENDAR YEAR 2019

DATE	TIME	LOCATION
Wednesday February 6, 2019	9:30 A.M.	Peace River Facility Water Quality and Training Facility 8998 SW County Rd. 769, Arcadia, FL
Wednesday April 3, 2019	9:30 A.M.	Manatee County Administration Center Commission Chambers 1112 Manatee Ave West, Bradenton, FL
Wednesday May 29, 2018	9:30 A.M.	Sarasota County Administration Center Commission Chambers, First Floor 1660 Ringling Boulevard, Sarasota, FL
Wednesday, July 31, 2018	9:30 A.M.	DeSoto County Administration Building Commission Chambers, First Floor 201 East Oak Street, Arcadia, FL
Wednesday October 2, 2019	9:30 A.M.	Charlotte County Administration Center Commission Chambers, Room 119 18500 Murdock Circle, Port Charlotte, FL
Wednesday December 4, 2019	9:30 A.M.	Manatee County Administration Center Commission Chambers 1112 Manatee Ave West, Bradenton, FL

Board meeting dates and times are subject to change.
Please visit www.regionalwater.org for up-to-date information.

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
December 5, 2018

CONSENT AGENDA
ITEM 4

Salary Survey Market Analysis and Pay Plan

Recommended Action - **Motion** to accept ‘Salary Survey Market Analysis’ (The Archer Company, October 2018) and ‘Authority Pay Plan’ revisions recommended.

According to policy adopted in the Authority’s Pay Plan, the Authority is to conduct a formal Classification and Compensation study at least once every 3 - 5 years and localized salary surveys are performed in the interim years by Authority staff. The last formal Classification and Compensation Study was performed by Evergreen Solutions in 2013 and the study was ratified by the Board in April 2014.

In accordance with policy, Authority staff contracted with The Archer Company in May 2018 to perform a Salary Survey Market Analysis. The primary mechanism for assessing market equity is a salary survey of the organizations job classifications compared to a group of market peers. Eight (8) market peers in the geographic area from Tampa to Fort Myers provided data for the survey. Data from the Economic Research Institute (ERI) provided private sector data. Based on Archer’s analysis, the Authority’s current pay grades are overall competitive in the primary market for which the Authority competes for talent and overall, the Authority’s actual pay rates are close to the average range midpoints in the market.

Recommendations are contained in the Salary Survey Market Analysis to maintain the competitive environment enjoyed by the Authority and to correct its standing in the market where inequity is identified. The Archer Company recommends the Authority administer a 2.5% adjustment to the pay ranges and has recommended six (6) pay grade reclassifications in order to bring the Authority’s average actual salaries in line with the market.

Staff recommends that the Board accept and implement the recommendations in the Salary Survey Market Analysis as submitted by The Archer Company.

Budget Action: No action needed.

Attachments:

Tab A Salary Survey Market Analysis 2018 (The Archer Company, October 2018)

Tab B Authority Pay Plan Revisions (December 5, 2018)

TAB A
Salary Survey Market Analysis 2018
(The Archer Company, October 2018)



Peace River Manasota

Regional Water Supply Authority

SALARY SURVEY MARKET ANALYSIS

*Consultant's Findings &
Recommendations*

October 2018



*Prepared by the Archer Company's Main Office
1905 Oak Park Road, Rock Hill, SC 29730
Phone: 803-366-2400*

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PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

Salary Survey Market Analysis & Recommendations

October 2018

Peace River Manasota Regional Water Supply Authority (“Authority”) engaged the Archer Company to conduct a market analysis for the purpose of comparing the results to the Authority’s current pay plan and salaries; Authority Management will use the findings to determine whether pay ranges need to be adjusted at this time.

Disclaimer: Matters of internal equity (i.e., classification of positions and pay grade placement of classifications) were not addressed by this study. Rather the analysis focused on the relative competitiveness of the Authority’s existing pay plan structure and pay ranges as well as current salaries.

MARKET ANALYSIS METHODOLOGY

Per our agreement with the Authority, the Archer Company compiled and analyzed pay data to assess the impact of the current labor market on the Authority’s pay plan. The study included an analysis of data for forty-eight (48) benchmark jobs matched to local organizations to determine the competitive worth of those jobs. The Archer Company used salary survey data to establish external equity in the Authority’s pay structure. **The detailed results of the market analysis are attached as Exhibits 1 and 2.** Tables within the narrative present department level results.

The following notes and observations provide perspective and note important findings regarding the market analysis results:

- The eight local organizations included in this market analysis are as follows:
 - Charlotte County BOCC
 - City of Punta Gorda
 - DeSoto County
 - Hillsborough County
 - Lee County
 - Manatee County Government
 - Sarasota County
 - Tampa Bay Water

- Economic Research Institute (ERI), a knowledgeable and reputable source, provided private sector data. For those benchmarks with a suitable private sector match, the ninth data point (weighted equally to the data of the other eight peer organizations) came from ERI; this method allows the private sector data to be included in the mix but prevents it from dominating the survey response.

- Valid and sufficient market comparisons were collected for the 48 Authority positions, shown below:

Benchmark Classifications					
Department			Title		
Department	Title	Number of Incumbents	Department	Title	Number of Incumbents
Executive	Deputy Director	1	Sys Ops - Maintenance	Electrician II	1
Finance & Admin	Accounting Administrative Associate I	1	Sys Ops - Maintenance	I&C Technician I	1
Finance & Admin	Accounting Clerk I		Sys Ops - Maintenance	I&C Technician II	1
Finance & Admin	Accounting Clerk II		Sys Ops - Maintenance	Instrumentation Lead	1
Finance & Admin	Accounting Clerk III		Sys Ops - Maintenance	Instrumentation/Electrical	
Finance & Admin	Administrative Secretary I		Sys Ops - Maintenance	Maintenance Lead	
Finance & Admin	Administrative Secretary II	2	Sys Ops - Maintenance	Maintenance Mechanic I	2
Finance & Admin	Agency Clerk [Comp to County Clerk]	1	Sys Ops - Maintenance	Maintenance Mechanic II	1
Finance & Admin	Finance/Administration Manager	1	Sys Ops - Maintenance	Maintenance Supervisor	1
Finance & Admin	HR Administrative Associate I	1	Sys Ops - Maintenance	Transmission System Operator I	
Land & Env Science	Environmental Specialist I	1	Sys Ops - Maintenance	Transmission System Operator II	1
Land & Env Science	Environmental Specialist II	1	Sys Ops - Operations	Chemist II	1
Land & Env Science	Environmental Specialist III		Sys Ops - Operations	Laboratory Supervisor	
Land & Env Science	Land & Environmental Services Manager	1	Sys Ops - Operations	Operations Specialist I	
Projects & Engineering	Construction Manager	1	Sys Ops - Operations	Operations Specialist II	1
Projects & Engineering	Engineering and Projects Manager	1	Sys Ops - Operations	Operations Supervisor	1
Projects & Engineering	IT Network Administrator II	1	Sys Ops - Operations	Sludge Dewatering Technician	
Projects & Engineering	Project Engineer I		Sys Ops - Operations	Sludge Dewatering Technician II	1
Projects & Engineering	Project Engineer II		Sys Ops - Operations	System Operations Manager	1
Projects & Engineering	Project Engineer III	1	Sys Ops - Operations	Utility Worker	3
Projects & Engineering	Project Manager I	1	Sys Ops - Operations	Water Plant Operator - A	3
Projects & Engineering	Project Manager II		Sys Ops - Operations	Water Plant Operator - B	1
Projects & Engineering	Project Manager III		Sys Ops - Operations	Water Plant Operator - C	7
Sys Ops - Maintenance	Electrician I	1	Sys Ops - Operations	Water Plant Operator Trainee	1

Number of Benchmark Positions: 48
Number of Authority Employees Represented by Benchmark Positions: 45

- Data is based on the current fiscal year and has not been aged to anticipate movement in the market for the upcoming budget year; we anticipate that the market will move somewhere between 2.0 – 4.0% based on the combination of the Consumer Price Index (CPI) and Employment Cost Index (ECI).

Data Compiled: For each benchmark in the survey, we compiled pay range data (Minimum, Midpoint and Maximum salaries) from each respondent to compare posted pay ranges across the market. We also compiled actual salary data from the respondents to compare compensation practices across the Authority’s main competitors; this information was reported as the “Average of Actual” salaries for each benchmark. **(Exhibits 1 & 2.)**

Data Analysis: As salary data was compiled, the Archer Company thoroughly and carefully reviewed the data for validity and accuracy. In some cases, an organization did not have an appropriate match for a particular benchmark position; in other cases, data for specific positions was either so far above or below the median of other responses that its inclusion in the survey would have materially skewed the results. In some instances, peripheral data about the organization raised questions regarding the organization’s match. In all these cases, the Archer Company carefully examined the responses and ensured data was valid and met our standards before it was included in the analysis. The goal to use as much of the data gathered as possible was met.

Explanation of Terminology: Through the exhibits and tables, you will see reference to the following concepts:

- **Market:** Data labeled as the “market” represents the average (mean) of all responses for a particular benchmark across the nine peer organizations.
- **CMIN/CMID/CMAD:** These labels reference the minimum, midpoint and maximum of the Authority’s current (C) pay ranges.
- **MMIN/MMID/MMAX:** These labels reference the minimum, midpoint and maximum of the market (M) pay ranges, calculated as the mean (average) minimum, midpoint and maximum across all the peer organizations for a particular benchmark.
- **Average of Actual (AVGACT or AvgAct):** This data shows the average of current salaries for positions covered by a benchmark. In our analysis we provide the average of actual salaries for each benchmark job for the Authority, as well as an average of actual value for the combined peer organizations.
- **Market Index Values:** Market index values allow us to compare the key features of a defined pay range, meaning the range minimum, midpoint and maximum, against the same values across the peer organizations. The market index values are calculated as follows:
 - Minimum Market Index: Authority Minimum/Market Minimum
 - Midpoint Market Index: Authority Midpoint/Market Midpoint
 - Maximum Market Index: Authority Maximum/Market Maximum

These items show the value represented by the Authority’s figure divided by the average value from the peer organizations expressed as a percentage: the general formula for calculating this percentage is as follows: [(Authority Figure/Market Average) x 100].

- **Compa Ratio (Short for “Comparison Ratio”):** This statistic is used to show the relationship between an organization’s pay ranges and the actual pay of its employees. It is calculated by dividing actual salaries (or in some cases, the average of actual salaries) by the midpoint of the respective pay ranges. Midpoint is used since it represents the theoretical market rate for the respective classification, at least in your organization. In this way, Compa Ratio is useful for understanding the relationship between current pay and the market. A Compa Ratio of 1.00 indicates that employees are paid, on average for that benchmark or job family, at the midpoint of the range, which therefore is close to the market average practice. A Compa Ratio of 85% shows that pay is about 15% below the midpoint and the market for that benchmark.

RESULTS OF THE MARKET ANALYSIS

The market analysis, at a general level is intended to ask and answer three key questions about the competitiveness of the Authority’s base compensation program:

Question	Importance	Comparison
<ul style="list-style-type: none"> To what extent are the Authority’s established pay ranges competitive among our peer organizations? 	<ul style="list-style-type: none"> Attraction and retention of key talent in the context of competing organizations 	<ul style="list-style-type: none"> Comparison of pay range Minimum, Midpoint and Maximum values
<ul style="list-style-type: none"> To what extent are the Authority’s current salaries competitive among our peer organizations? Are we moving salaries along at the right pace to maintain market competitiveness but also acknowledge legitimate employee differences? 	<ul style="list-style-type: none"> Ability to pay employees competitively within the established pay ranges, but also in alignment with the Authority’s pay philosophy 	<ul style="list-style-type: none"> Comparison of actual salaries to the Authority’s Midpoint Comparison of market salaries to the Market Midpoint Comparison of actual salaries to the Market Midpoints and Market average salaries

Competitiveness of Current Pay Ranges:

A comparison of the Authority’s pay ranges (Minimum, Midpoint and Maximum) tell us the relative competitiveness of the pay structure itself. **Overall, the Authority’s pay ranges have held up since the pay study was completed and are competitive in the primary market within which the Authority competes for talent.** The data appear to show that the adoption of the current pay plan, along with efforts by the Authority to keep it current have proven successful to keep the Authority competitive in the market as it goes out to the market to bring in new talent.

The pay ranges currently in place at the Authority for the benchmark jobs are within plus or minus 10% of the market average at the Range Minimum, Midpoint, and Maximum points for almost every benchmark title. Overall, comparing the ranges to market, the results are as follows:

Authority Minimum/Market Minimum	Authority Midpoint/Market Midpoint	Authority Maximum/Market Maximum
99.3 %	98.2 %	97.5 %

This chart indicates that the current ranges are very close to market at the Minimum, Midpoint and Maximum values. The details of these comparisons, on a per benchmark basis, are shown in **Exhibit 1: Market Analysis for Classifications, 2018.**

The Archer Company looks at any value outside of the **10%** parameter as an indication of a result significantly different than the general market practice. While 10% may seem to represent a big swing, there is enough variation in the market that 10% has been found to be a good cushion to assess market competitiveness. Remember that individual salaries, whether looking at the Authority or the market represent differences in longevity, qualifications coming into a role, an employer’s ability to pay, etc.

In **Exhibit 1** we indicate benchmark jobs that are “significantly” different from the market using bold font, as follows:

- Authority values that are 10% or more “above” market values are indicated in red.
- Authority values that are 10% or more “below” market values are indicated in green.
- **Exhibit 1** indicates there are only a few jobs where the current Range Minimum, Midpoint and/or Maximum values are greater than 10% above or below market.

10% or More Below Market

- Deputy Director: Minimum and Maximum
- Finance/Administration Manager: Minimum, Midpoint and Maximum
- Construction Manager: Midpoint and Maximum
- Project Engineer II - Maximum
- Instrumentation Lead: Minimum and Midpoint
- Maintenance Lead: Minimum, Midpoint and Maximum
- System Operations Manager: Minimum, Midpoint and Maximum

Because the jobs are placed in grades based on a regression of market data determined by point-factor job evaluation points, it is not uncommon that some jobs will pay higher or lower in the market than the pay grade assignment. The Authority may wish to review the pay grade assignments of these roles to ensure they are properly graded based on current job content.

Exhibit 1 also indicates benchmark jobs where the Authority’s Minimum, Midpoint and/or Maximum values are 5-10% above market or below market, indicated by light red highlight and light green highlight, respectively. Again, in a pay plan where regression is used to establish pay ranges in an effort to balance internal and external equity, we expect some variance in the relationship to market. These variances are relatively minor and would not indicate the Authority would have issues attracting and retaining talented employees. We call these “watch” values as they should be watched over time.

In reviewing market data it is also useful to look at the job family or department level. When we look at the range minimum, midpoint and maximum values by department (see **Table 1. Authority Pay Ranges Compared to Market (Average by Department)**), below, we find only one value (minimum of the range for Deputy Director is only 82.3% of that of the local market) where the Authority’s current practice is significantly outside of the current market practice. This ratio indicates that the Authority might have difficulty hiring a new Deputy Director at the minimum of the current salary range for this position and would likely need to offer the new hire a salary level closer to the midpoint of the range.

Table 1: Authority Current Pay Ranges Compared to Market (Average by Department)

DEPARTMENT	Average of Authority Minimum/Market Minimum	Average of Authority Midpoint/Market Midpoint	Average of Authority Maximum/Market Maximum
Executive	82.3%	91.0%	89.7%
Finance & Admin	100.9%	99.4%	98.7%
Land & Env Science	105.0%	101.1%	99.5%
Projects & Engineering	100.4%	96.8%	94.1%
Sys Ops - Maintenance	98.7%	99.4%	99.8%
Sys Ops - Operations	97.5%	96.9%	96.2%
Overall	99.3%	98.2%	97.3%

Competitiveness of Actual Authority Salaries:

Two ratios indicate the competitiveness of actual salaries. The comparison of Authority salaries to market salary midpoints indicates the range penetration of Authority salaries to the local market goal (midpoint). The comparison of Authority salaries to average salaries in the local market is a straight forward measure of competitiveness. We compared the average salaries of Authority employees to the current Authority ranges, to the market salary midpoints, and to the average salaries in the market. Benchmark level results for all of these comparisons can be seen in **Exhibit 2**. A summary of these comparisons by Department is presented in **Table 2** below.

When comparing average salaries to average salaries in the market we know there are some limitations. We used care to acknowledge that there are numerous variables that affect range penetration for any position title, benchmark classification, and/or peer organization. These variables include the size of the work force, longevity of each employee, compensation philosophy, an organization’s ability to pay, performance measures, etc. It is also important to note that salaries included in this report represent base pay only and do not include overtime, longevity, or other incentives that improve the earnings of employees.

Internal Compa Ratio Analysis: In this analysis we studied the relationship between average salaries for each benchmark title against the current Authority pay range midpoints. Overall the Compa Ratio for the Authority is 99.0%, compared to a market average Compa Ratio of 98.8% (across all benchmark jobs, across all peer organizations). Overall, both the Authority and the peer organizations appear to be doing a good job maintaining their average salaries close to their range midpoints, which means that in general all the organizations studied are in line with the standard market practice.

As we look at individual benchmark positions, we see a small number of jobs where current salaries at the Authority are *significantly greater* than the current range midpoint. These job titles appear to be senior level positions, so some of the variation may stem from longevity with the Authority.

Benchmark Position	Current Compa Ratio (Average Salary/Authority Range Midpoint)
Deputy Director	113%
Land & Environmental Services Manager	114%
Engineering and Projects Manager	117%
Project Engineer III	114%
Construction Manager	119%
Maintenance Supervisor	111%
Maintenance Mechanic II	112%
Operations Specialist II	115%

There is a larger group of benchmark positions where the average of actual salaries is *significantly less* than 90% of the current Compa Ratio. Many of these job titles appear to be entry level positions.

Benchmark Position	Current Compa Ratio (Average Salary/Authority Range Midpoint)
Accounting Administrative Associate I	80%
Human Resources Administrative Associate I	88%
Agency Clerk	88%
Electrician I	87%
Maintenance Mechanic I	87%
Laboratory Supervisor	85%
Chemist II	79%
Water Plant Operator – C	88%
Water Plan Operator – Trainee	79%
Sludge Dewatering Technician II	88%
Utility Worker	81%

Variation in internal Compa Ratios reflects jobholder differences in tenure, background, performance and other factors that lead to pay variability within a defined range. In the case of jobs where the current Compa Ratio is quite low, the Authority may wish to consider pay adjustments to move those employees a bit further into the defined pay range for the given job. Because the Authority does have defined pay ranges where Range Maximums are established

based on the Authority’s philosophy about how high it is willing to pay, there is built-in protection against salaries moving too far above market.

Market Compa Ratio Analysis: Just as we see variability in the Compa Ratio within the Authority, we see the same in the peer organization data. The average market Compa Ratio across all benchmark roles and peer organizations is 98.8%. Green or red font indicates jobs in the market with the Compa Ratio significantly lower or higher than 100%. Many of the same jobs vary in the same direction for both the Authority and the peer organizations indicating that the Authority is in line with the local market.

Authority Salaries Compared to Market Midpoints and Market Actual Salaries: There are two other strong indicators that the Authority’s actual pay practices in the form of salaries are close to market practice. First, in comparing, on an overall basis, the ratio of the Authority’s actual pay rates to the average market midpoint is **97.2%**. This means that overall, the Authority’s actual pay rates are very close to the average range midpoints in the market. When we compare the average actual salaries at the Authority to average actual salaries across the peer organizations, the overall value is **97.5%**. This is another indicator that actual salaries, overall are very close to the average in the market of peer organizations.

Authority salaries at the Department level compared to market rates are summarized in **Table 2: Employee Salaries Compared to Market (by Department)** below. As with the pay ranges, an analysis of employee salaries shows that the Authority is relatively competitive in the market at the present time.

Table 2. Employee Salaries Compared to Market (by Department)

DEPARTMENT	Average of Authority AvgAct / MMID	Average of Authority AvgAct / Market AvgAct Salaries
Executive	102.6%	89.6%
Finance & Admin	88.9%	89.6%
Land & Env Science	106.0%	100.6%
Projects & Engineering	108.3%	101.9%
Sys Ops - Maintenance	101.4%	103.4%
Sys Ops - Operations	89.5%	94.1%
Overall Average	97.2%	97.5%

At the Department level comparing actual salaries to market midpoints and to average market salaries suggests that the Authority’s salaries show slight departmental variation in line with what is expected. These differences are in no way alarming.

The first column variation may result from many factors including experience level, time-in-grade, merit increases, etc. The overall average of the ratio of the Authority’s actual salaries to

the suggested midpoint of the market salary range is close to ideal. The average salaries in the Finance & Administration Department and the Systems Operations-Operations Department are about 90% of market midpoints, while those in the other departments would balance the regression line by being a little higher.

The second column variation shows that the Authority slightly leads salary levels in the Projects & Engineering and Systems Operations – Maintenance Departments, and slightly lags in the others. These differences would only be of concern if certain Authority departments are losing talent at a greater rate than others. Overall average salaries for the Authority are slightly below those of the local market. The average salary of the Finance & Administration Department, and the Deputy Director’s salary are about 10% below those of the local market. The System Operations – Operations Department average salary is about 6% below that of the market.

Recommendations Based on Market Analysis:

In Summary, whether we focus on the competitiveness of the Authority’s salary ranges or the actual pay of the employees, the Authority’s pay practices are keeping pace with the market, as defined by the peer organizations. The Authority should administer a **2.5%** adjustment to the pay ranges to bring the Authority’s salaries to 100% of its peers. This 2.5% is the recommended increase based on the Consumer Price Index and Employment Cost Index. If the Authority wishes to lead the market and anticipate the 2-4% expected movement in the market, a 4.5-6.5% increase would accomplish this goal. If the Authority wishes to take a more conservative approach, we believe that maintaining the ranges at the current levels one more year is an acceptable decision as well. Leaving the ranges unchanged appears to be a safe response, especially if the fiscal outlook of the organization warrants constraint.

Explanation of Implementation Options

Implementation considerations typically include a combination of the following options:

1. **Across-the-Board (ATB) Cost-of-Living Adjustments (COLA):** It is common each year for organizations to study market indicators and determine whether across-the-board adjustments are warranted for employee salaries; this typically takes place in conjunction with adoption of a new budget. We estimate that the going ATB COLA for FY2018 will range from 1.5-2.5%.
2. **Adjustments to the minimum of the range:** It is considered imperative that the Authority fund salary adjustments necessary to bring employees up to the minimum of any new range for their positions if their salary is less than the minimum. The Authority should review the pay grade assignments of jobs where the current range minimum is lower than that of the market (Page 5). If any of these jobs are evaluated and assigned to new pay grades, they will warrant adjustment up to the minimum of the Authority’s pay range for that new grade.
3. **Placement into the Ranges:** In addition to the adjustments to minimum, the Authority may wish to consider funding additional adjustments that move employees further into the ranges. These moves may take the form of a one-time adjustment to move employees into the pay ranges

in a manner that accounts in some degree for longevity (time-in-classification) or merit. For longevity placement, employees would be placed into the ranges between minimum and midpoint based on the time they have held their current position. For example: Employees with at least 10 years in their current classification would be placed at the midpoint of the pay range; employees with 1-9 years in their current classification would be spread between minimum and midpoint in differing increments depending on their time in the current position. Typically, no adjustments are made beyond midpoint based on time-in-class. For merit advancements, criteria would need to be established to justify the placement possibly using graded performance appraisals or based on earning continuing education credits. The Authority may wish to examine the few positions that have employees placed lower in their ranges (Page 7) to target this type of adjustment.

In summary, there are several ways to achieve the goal of bringing the Authority's average actual salaries in line with (or to lead) the local market based on the Authority's pay philosophy:

- Adjust the same percentage across-the-board.
- Administer increases via grade adjustments for certain jobs that have recently added roles increasing job complexity or responsibility.
- Administer increases for those jobs identified in this study as having salaries with minimums, midpoints or maximums that are below those of peer organizations to retain experience. (page 5 and Exhibit 1 items highlighted in green).
- Administer longevity or merit increases to reward loyalty or superior performance.
- Combine an across-the-board cost-of-living increase (2.5%) with another method based on longevity, merit, certain grade adjustments, and/or range adjustments for specific jobs.

EXHIBIT 1:
Peace River Manasota Regional Water Supply Authority

Market Analysis for Classifications, 2018
Current Pay Ranges Compared to Market Pay Ranges

Significant Difference From Market: **RED BOLD: GREATER THAN 10% ABOVE MARKET**
GREEN BOLD: GREATER THAN 10% BELOW MKT

"Watch" Values: **LIGHT RED HIGHLIGHT = 5-9% ABOVE MARKET**
LIGHT GREEN HIGHLIGHT = 5-9% BELOW MARKET

		Authority Current Salaries					Average of Market Comparisons				Market Index Calculations			
DEPARTMENT	TITLE	GRADE	CMIN	CMID	CMAX	AVERAGE OF ACTUAL	MMIN	MMID	MMAx	AVERAGE OF ACTUAL	Authority Minimum/Market Minimum	Authority Midpoint/Market Midpoint	Authority Maximum/Market Maximum	Authority AvgAct/Market AvgAct
Executive	Deputy Director (Water Resources Division Director)	133	\$89,568	\$114,200	\$138,831	\$128,774	\$108,778	\$125,460	\$154,749	\$143,772	82.3%	91.0%	89.7%	89.6%
Finance & Admin	Finance/Administration Manager	130	\$77,372	\$98,651	\$119,928	\$98,259	\$85,631	\$112,364	\$139,239	\$127,446	90.4%	87.8%	86.1%	77.1%
Finance & Admin	Accounting Administrative Associate I	119	\$45,238	\$57,678	\$70,119	\$46,000	\$41,182	\$53,245	\$66,015	\$48,828	109.8%	108.3%	106.2%	94.2%
Finance & Admin	HR Administrative Associate I	117	\$41,032	\$52,316	\$63,600	\$46,280	\$37,857	\$49,124	\$60,388	\$46,599	108.4%	106.5%	105.3%	99.3%
Finance & Admin	Agency Clerk [Compare to County Clerk]	115	\$37,217	\$47,453	\$57,687	\$41,600	\$40,125	\$52,540	\$64,030	\$50,130	92.8%	90.3%	90.1%	83.0%
Finance & Admin	Accounting Clerk III	114	\$35,445	\$45,193	\$54,940	Note 1	\$37,177	\$47,977	\$57,698	\$45,023	95.3%	94.2%	95.2%	
Finance & Admin	Accounting Clerk II	112	\$32,150	\$40,991	\$49,832	Note 1	\$32,510	\$41,934	\$51,347	\$38,655	98.9%	97.8%	97.1%	
Finance & Admin	Administrative Secretary II	112	\$32,150	\$40,991	\$49,832	\$39,237	\$31,185	\$40,414	\$49,643	\$41,618	103.1%	101.4%	100.4%	94.3%
Finance & Admin	Accounting Clerk I	110	\$29,161	\$37,180	\$45,199	Note 1	\$27,968	\$35,507	\$43,039	\$34,681	104.3%	104.7%	105.0%	
Finance & Admin	Administrative Secretary I	110	\$29,161	\$37,180	\$45,199	Note 1	\$27,809	\$35,959	\$44,108	\$37,199	104.9%	103.4%	102.5%	
Land & Env Science	Land & Environmental Services Manager	128	\$70,180	\$89,479	\$108,778	\$101,808	\$61,292	\$80,488	\$99,684	\$91,733	114.5%	111.2%	109.1%	111.0%
Land & Env Science	Environmental Specialist III	121	\$49,875	\$63,591	\$77,306	Note 1	\$48,603	\$65,782	\$80,060	\$66,939	102.6%	96.7%	96.6%	
Land & Env Science	Environmental Specialist II	118	\$43,083	\$54,932	\$66,780	\$54,908	\$40,940	\$54,333	\$67,718	\$57,842	105.2%	101.1%	98.6%	94.9%
Land & Env Science	Environmental Specialist I	115	\$37,217	\$47,453	\$57,687	\$45,000	\$38,051	\$49,789	\$61,527	\$46,923	97.8%	95.3%	93.8%	95.9%
Projects & Engineering	Engineering and Projects Manager	131	\$81,241	\$103,583	\$125,924	\$121,070	\$82,179	\$107,693	\$133,205	\$115,879	98.9%	96.2%	94.5%	104.5%
Projects & Engineering	Project Engineer III	127	\$66,837	\$85,218	\$103,599	\$97,259	\$64,700	\$86,193	\$107,683	\$100,397	103.3%	98.9%	96.2%	96.9%
Projects & Engineering	Project Manager III	127	\$66,837	\$85,218	\$103,599	Note 1	\$61,626	\$82,435	\$104,477	\$82,907	108.5%	103.4%	99.2%	
Projects & Engineering	IT Network Administrator II	124	\$57,737	\$73,614	\$89,492	\$77,875	\$58,117	\$76,568	\$96,209	\$84,247	99.3%	96.1%	93.0%	92.4%
Projects & Engineering	Construction Manager	123	\$54,987	\$70,109	\$85,230	\$83,410	\$60,149	\$78,729	\$98,679	\$85,681	91.4%	89.1%	86.4%	97.3%
Projects & Engineering	Project Engineer II	123	\$54,987	\$70,109	\$85,230	Note 1	\$58,852	\$77,384	\$96,483	\$81,777	93.4%	90.6%	88.3%	
Projects & Engineering	Project Manager II	123	\$54,987	\$70,109	\$85,230	Note 1	\$54,541	\$73,020	\$91,502	\$74,288	100.8%	96.0%	93.1%	
Projects & Engineering	Project Engineer I	121	\$49,875	\$63,591	\$77,306	Note 1	\$50,197	\$66,396	\$82,584	\$68,787	99.4%	95.8%	93.6%	
Projects & Engineering	Project Manager I	121	\$49,875	\$63,591	\$77,306	\$65,991	\$45,983	\$60,659	\$75,327	\$55,786	108.5%	104.8%	102.6%	118.3%
Sys Ops - Maintenance	Maintenance Supervisor	123	\$54,987	\$70,109	\$85,230	\$77,959	\$51,339	\$66,541	\$82,402	\$71,873	107.1%	105.4%	103.4%	108.5%
Sys Ops - Maintenance	Instrumentation Lead	118	\$43,083	\$54,932	\$66,780	\$58,320	\$49,997	\$61,405	\$73,068	\$63,715	86.2%	89.5%	91.4%	91.5%
Sys Ops - Maintenance	Maintenance Lead	117	\$41,032	\$52,316	\$63,600	Note 1	\$47,633	\$59,284	\$70,928	\$58,974	86.1%	88.2%	89.7%	
Sys Ops - Maintenance	Transmission System Operator II	117	\$41,032	\$52,316	\$63,600	\$55,182	\$38,233	\$49,362	\$60,491	\$45,386	107.3%	106.0%	105.1%	121.6%
Sys Ops - Maintenance	I&C Technician II	116	\$39,078	\$49,825	\$60,571	\$53,809	\$41,476	\$53,181	\$64,875	\$50,670	94.2%	93.7%	93.4%	106.2%
Sys Ops - Maintenance	Electrician II	115	\$37,217	\$47,453	\$57,687	\$48,000	\$40,968	\$51,036	\$61,392	\$51,095	90.8%	93.0%	94.0%	93.9%
Sys Ops - Maintenance	Maintenance Mechanic II	115	\$37,217	\$47,453	\$57,687	\$53,019	\$35,103	\$44,065	\$53,030	\$44,119	106.0%	107.7%	108.8%	120.2%
Sys Ops - Maintenance	Transmission System Operator I	115	\$37,217	\$47,453	\$57,687	Note 1	\$34,681	\$44,126	\$53,575	\$39,441	107.3%	107.5%	107.7%	
Sys Ops - Maintenance	Electrician I	114	\$35,445	\$45,193	\$54,940	\$39,520	\$36,295	\$45,590	\$54,885	\$44,621	97.7%	99.1%	100.1%	88.6%
Sys Ops - Maintenance	I&C Technician I	114	\$35,445	\$45,193	\$54,940	\$45,760	\$38,283	\$48,694	\$59,099	\$47,203	92.6%	92.8%	93.0%	96.9%
Sys Ops - Maintenance	Maintenance Mechanic I	114	\$35,445	\$45,193	\$54,940	\$39,458	\$33,549	\$42,589	\$51,629	\$38,362	105.7%	106.1%	106.4%	102.9%
Sys Ops - Maintenance	Instrumentation/Electrical Assistant	112	\$32,150	\$40,991	\$49,832	Note 1	\$31,199	\$39,499	\$47,798	\$31,945	103.0%	103.8%	104.3%	
Sys Ops - Operations	System Operations Manager	130	\$77,372	\$98,651	\$119,928	\$107,230	\$88,275	\$114,506	\$140,734	\$115,820	87.6%	86.2%	85.2%	92.6%
Sys Ops - Operations	Laboratory Supervisor	123	\$54,987	\$70,109	\$85,230	\$59,280	\$55,231	\$71,275	\$88,506	\$63,880	99.6%	98.4%	96.3%	92.8%
Sys Ops - Operations	Operations Supervisor	123	\$54,987	\$70,109	\$85,230	\$73,392	\$55,106	\$72,201	\$89,293	\$71,474	99.8%	97.1%	95.4%	102.7%
Sys Ops - Operations	Chemist II	121	\$49,875	\$63,591	\$77,306	\$49,920	\$49,864	\$67,262	\$84,652	\$60,305	100.0%	94.5%	91.3%	82.8%
Sys Ops - Operations	Operations Specialist II	118	\$43,083	\$54,932	\$66,780	\$63,086	\$45,412	\$58,597	\$71,781	\$55,427	94.9%	93.7%	93.0%	113.8%
Sys Ops - Operations	Water Plant Operator - A	118	\$43,083	\$54,932	\$66,780	\$52,519	\$41,998	\$53,358	\$65,093	\$55,121	102.6%	102.9%	102.6%	95.3%
Sys Ops - Operations	Water Plant Operator - B	115	\$37,217	\$47,453	\$57,687	\$43,661	\$39,793	\$50,389	\$61,247	\$47,790	93.5%	94.2%	94.2%	91.4%
Sys Ops - Operations	Operations Specialist I	114	\$35,445	\$45,193	\$54,940	Note 1	\$38,784	\$49,217	\$60,468	\$47,575	91.4%	91.8%	90.9%	
Sys Ops - Operations	Water Plant Operator - C	114	\$35,445	\$45,193	\$54,940	\$39,670	\$36,853	\$46,561	\$56,518	\$43,846	96.2%	97.1%	97.2%	90.5%
Sys Ops - Operations	Water Plant Operator Trainee	112	\$32,150	\$40,991	\$49,832	\$32,240	\$31,212	\$40,234	\$49,254	\$38,301	103.0%	101.9%	101.2%	84.2%
Sys Ops - Operations	Sludge Dewatering Technician II	111	\$30,619	\$39,038	\$47,459	\$34,381	\$30,496	\$38,617	\$46,739	\$33,936	100.4%	101.1%	101.5%	101.3%
Sys Ops - Operations	Sludge Dewatering Technician	110	\$29,161	\$37,180	\$45,199	Note 1	\$30,496	\$38,617	\$46,739	\$32,874	95.6%	96.3%	96.7%	
Sys Ops - Operations	Utility Worker	110	\$29,161	\$37,180	\$45,199	\$30,021	\$28,371	\$35,659	\$43,184	\$34,038	102.8%	104.3%	104.7%	88.2%
Note 1. Insufficient data to draw a meaningful comparison; data is provided for informational purposes only														
CMIN/CMID/CMAX = Authority's current Minimum, Midpoint and Maximum														
MMIN/MMID/MMAx = Average Minimum, Midpoint and Maximum across peers (market)														
											Overall Market Index:			
											99.3% 98.2% 97.3% 97.5%			

EXHIBIT 2:

**Peace River Manasota Regional Water Supply Authority
Market Analysis for Classifications, 2018**

Employee Salaries Compared to Salaries of Employees in the Market

Green - Compa Ratio or Market Comparison is less than 90%

Red - Compa Ratio or Market Comparison is greater than 110%

Peace River's Current Pay Ranges and Average Salaries		COMPA RATIO	MARKET COMPOSITES			Average of Actual Salaries	Market COMPA RATIO	Peace River Salaries to Market Ranges	Peace River Salaries to Avg Mkt Salaries						
DEPARTMENT	TITLE	GRADE	CMIN	CMID	CMAX	AVERAGE OF ACTUAL (AvgAct)	AvgAct Salaries/CMID	MMIN	MMID	MMAX	AVERAGE OF ACTUAL (AvgAct)	Average of Actual Salaries/MMID	Number of Comparisons	Authority AvgAct / MMID	Authority AvgAct / Market AvgAct Salaries
Executive	Deputy Director (Water Resources Division Director)	133	\$89,568	\$114,200	\$138,831	128,774	113%	\$96,163	\$125,460	\$154,749	\$143,772	115%	6	102.6%	89.6%
Finance & Admin	Finance/Administration Manager	130	\$77,372	\$98,651	\$119,928	98,259	100%	\$85,631	\$112,364	\$139,239	\$127,446	113%	7	87.4%	77.1%
Finance & Admin	Accounting Administrative Associate I	119	\$45,238	\$57,678	\$70,119	46,000	80%	\$41,182	\$53,245	\$66,015	\$48,828	92%	6	86.4%	94.2%
Finance & Admin	HR Administrative Associate I	117	\$41,032	\$52,316	\$63,600	46,280	88%	\$37,857	\$49,124	\$60,388	\$46,599	95%	7	94.2%	99.3%
Finance & Admin	Agency Clerk [Compare to County Clerk]	115	\$37,217	\$47,453	\$57,687	41,600	88%	\$40,125	\$52,540	\$64,030	\$50,130	95%	7	79.2%	83.0%
Finance & Admin	Accounting Clerk III	114	\$35,445	\$45,193	\$54,940	Note 1		\$37,177	\$47,977	\$57,698	\$45,023	94%	6		
Finance & Admin	Accounting Clerk II	112	\$32,150	\$40,991	\$49,832	Note 1		\$32,510	\$41,934	\$51,347	\$38,655	92%	6		
Finance & Admin	Administrative Secretary II	112	\$32,150	\$40,991	\$49,832	39,237	96%	\$31,185	\$40,414	\$49,643	\$41,618	103%	7	97.1%	94.3%
Finance & Admin	Accounting Clerk I	110	\$29,161	\$37,180	\$45,199	Note 1		\$27,968	\$35,507	\$43,039	\$34,681	98%	6		
Finance & Admin	Administrative Secretary I	110	\$29,161	\$37,180	\$45,199	Note 1		\$27,809	\$35,959	\$44,108	\$37,199	103%	8		
Land & Env Science	Land & Environmental Services Manager	128	\$70,180	\$89,479	\$108,778	101,808	114%	\$61,292	\$80,488	\$99,684	\$91,733	114%	8	126.5%	111.0%
Land & Env Science	Environmental Specialist III	121	\$49,875	\$63,591	\$77,306	Note 1		\$48,603	\$65,782	\$80,060	\$66,939	102%	5		
Land & Env Science	Environmental Specialist II	118	\$43,083	\$54,932	\$66,780	54,908	100%	\$40,940	\$54,333	\$67,718	\$57,842	106%	5	101.1%	94.9%
Land & Env Science	Environmental Specialist I	115	\$37,217	\$47,453	\$57,687	45,000	95%	\$38,051	\$49,789	\$61,527	\$46,923	94%	5	90.4%	95.9%
Projects & Engineering	Engineering and Projects Manager	131	\$81,241	\$103,583	\$125,924	121,070	117%	\$82,179	\$107,693	\$133,205	\$115,879	108%	7	112.4%	104.5%
Projects & Engineering	Project Engineer III	127	\$66,837	\$85,218	\$103,599	97,259	114%	\$64,700	\$86,193	\$107,683	\$100,397	116%	6	112.8%	96.9%
Projects & Engineering	Project Manager III	127	\$66,837	\$85,218	\$103,599	Note 1		\$61,626	\$82,435	\$104,477	\$82,907	101%	5		
Projects & Engineering	IT Network Administrator II	124	\$57,737	\$73,614	\$89,492	77,875	106%	\$58,117	\$76,568	\$96,209	\$84,247	110%	5	101.7%	92.4%
Projects & Engineering	Construction Manager	123	\$54,987	\$70,109	\$85,230	83,410	119%	\$60,149	\$78,729	\$98,679	\$85,681	109%	7	105.9%	97.3%
Projects & Engineering	Project Engineer II	123	\$54,987	\$70,109	\$85,230	Note 1		\$58,852	\$77,384	\$96,483	\$81,777	106%	7		
Projects & Engineering	Project Manager II	123	\$54,987	\$70,109	\$85,230	Note 1		\$54,541	\$73,020	\$91,502	\$74,288	102%	5		
Projects & Engineering	Project Engineer I	121	\$49,875	\$63,591	\$77,306	Note 1		\$50,197	\$66,396	\$82,584	\$68,787	104%	6		
Projects & Engineering	Project Manager I	121	\$49,875	\$63,591	\$77,306	65,991	104%	\$45,983	\$60,659	\$75,327	\$55,786	92%	7	108.8%	118.3%
Sys Ops - Maintenance	Maintenance Supervisor	123	\$54,987	\$70,109	\$85,230	77,959	111%	\$51,339	\$66,541	\$82,402	\$71,873	108%	8	117.2%	108.5%
Sys Ops - Maintenance	Instrumentation Lead	118	\$43,083	\$54,932	\$66,780	58,320	106%	\$49,997	\$61,405	\$73,068	\$63,715	104%	4	95.0%	91.5%
Sys Ops - Maintenance	Maintenance Lead	117	\$41,032	\$52,316	\$63,600	Note 1		\$47,633	\$59,284	\$70,928	\$58,974	99%	3		
Sys Ops - Maintenance	Transmission System Operator II	117	\$41,032	\$52,316	\$63,600	55,182	105%	\$38,233	\$49,362	\$60,491	\$45,386	92%	4	111.8%	121.6%
Sys Ops - Maintenance	I&C Technician II	116	\$39,078	\$49,825	\$60,571	53,809	108%	\$41,476	\$53,181	\$64,875	\$50,670	95%	6	101.2%	106.2%
Sys Ops - Maintenance	Electrician II	115	\$37,217	\$47,453	\$57,687	48,000	101%	\$40,968	\$51,036	\$61,392	\$51,095	100%	7	94.1%	93.9%
Sys Ops - Maintenance	Maintenance Mechanic II	115	\$37,217	\$47,453	\$57,687	53,019	112%	\$35,103	\$44,065	\$53,030	\$44,119	100%	6	120.3%	120.2%
Sys Ops - Maintenance	Transmission System Operator I	115	\$37,217	\$47,453	\$57,687	Note 1		\$34,681	\$44,126	\$53,575	\$39,441	89%	4		
Sys Ops - Maintenance	Electrician I	114	\$35,445	\$45,193	\$54,940	39,520	87%	\$36,295	\$45,590	\$54,885	\$44,621	98%	8	86.7%	88.6%
Sys Ops - Maintenance	I&C Technician I	114	\$35,445	\$45,193	\$54,940	45,760	101%	\$38,283	\$48,694	\$59,099	\$47,203	97%	8	94.0%	96.9%
Sys Ops - Maintenance	Maintenance Mechanic I	114	\$35,445	\$45,193	\$54,940	39,458	87%	\$33,549	\$42,589	\$51,629	\$38,362	90%	4	92.6%	102.9%
Sys Ops - Maintenance	Instrumentation/Electrical Assistant	112	\$32,150	\$40,991	\$49,832	Note 1		\$31,199	\$39,499	\$47,798	\$31,945	81%	5		
Sys Ops - Operations	System Operations Manager	130	\$77,372	\$98,651	\$119,928	107,230	109%	\$88,275	\$114,506	\$140,734	\$115,820	101%	6	93.6%	92.6%
Sys Ops - Operations	Laboratory Supervisor	123	\$54,987	\$70,109	\$85,230	59,280	85%	\$55,231	\$71,275	\$88,506	\$63,880	90%	5	83.2%	92.8%
Sys Ops - Operations	Operations Supervisor	123	\$54,987	\$70,109	\$85,230	73,392	105%	\$55,106	\$72,201	\$89,293	\$71,474	99%	7	101.6%	102.7%
Sys Ops - Operations	Chemist II	121	\$49,875	\$63,591	\$77,306	49,920	79%	\$49,864	\$67,262	\$84,652	\$60,305	90%	5	74.2%	82.8%
Sys Ops - Operations	Operations Specialist II	118	\$43,083	\$54,932	\$66,780	63,086	115%	\$45,412	\$58,597	\$71,781	\$55,427	95%	4	107.7%	113.8%
Sys Ops - Operations	Water Plant Operator - A	118	\$43,083	\$54,932	\$66,780	52,519	96%	\$41,998	\$53,358	\$65,093	\$55,121	103%	6	98.4%	95.3%
Sys Ops - Operations	Water Plant Operator - B	115	\$37,217	\$47,453	\$57,687	43,661	92%	\$39,793	\$50,389	\$61,247	\$47,790	95%	8	86.6%	91.4%
Sys Ops - Operations	Operations Specialist I	114	\$35,445	\$45,193	\$54,940	Note 1		\$38,784	\$49,217	\$60,468	\$47,575	97%	4		
Sys Ops - Operations	Water Plant Operator - C	114	\$35,445	\$45,193	\$54,940	39,670	88%	\$36,853	\$46,561	\$56,518	\$43,846	94%	8	85.2%	90.5%
Sys Ops - Operations	Water Plant Operator Trainee	112	\$32,150	\$40,991	\$49,832	32,240	79%	\$31,212	\$40,234	\$49,254	\$38,301	95%	6	80.1%	84.2%
Sys Ops - Operations	Sludge Dewatering Technician II	111	\$30,619	\$39,038	\$47,459	34,381	88%	\$30,496	\$38,617	\$46,739	\$33,936	88%	3	89.0%	101.3%
Sys Ops - Operations	Sludge Dewatering Technician	110	\$29,161	\$37,180	\$45,199	Note 1		\$30,496	\$38,617	\$46,739	\$32,874	85%	3		
Sys Ops - Operations	Utility Worker	110	\$29,161	\$37,180	\$45,199	30,021	81%	\$28,371	\$35,659	\$43,184	\$34,038	95%	7	84.2%	88.2%

Note 1. Insufficient data to draw a meaningful comparison; data is provided for informational purposes only

CMIN/CMID/CMAX = Peace River's current Minimum, Midpoint and Maximum
MMIN/MMID/MMAX = Average Minimum, Midpoint and Maximum across peers

99.0% **98.8%** 5.9 **97.2%** **97.5%**



TAB B
Authority Pay Plan Revisions (December 5, 2018)



Pay Plan Revisions October 2018

Revision 1: Increase Pay Grades by 2.5% (Min, Mid & Max Values)

Current Pay Grades			
Classification	Minimum	Mid-Point	Maximum
110	\$29,161	\$37,180	\$45,199
111	\$30,619	\$39,038	\$47,459
112	\$32,150	\$40,991	\$49,832
113	\$33,757	\$43,040	\$52,324
114	\$35,445	\$45,193	\$54,940
115	\$37,217	\$47,453	\$57,687
116	\$39,078	\$49,825	\$60,571
117	\$41,032	\$52,316	\$63,600
118	\$43,083	\$54,932	\$66,780
119	\$45,238	\$57,678	\$70,119
120	\$47,500	\$60,563	\$73,625
121	\$49,875	\$63,591	\$77,306
122	\$52,369	\$66,771	\$81,172
123	\$54,987	\$70,109	\$85,230
124	\$57,737	\$73,614	\$89,492
125	\$60,623	\$77,295	\$93,966
126	\$63,655	\$81,159	\$98,665
127	\$66,837	\$85,218	\$103,599
128	\$70,180	\$89,479	\$108,778
129	\$73,688	\$93,953	\$114,217
130	\$77,372	\$98,651	\$119,928
131	\$81,241	\$103,583	\$125,924
132	\$85,304	\$108,762	\$132,221
133	\$89,568	\$114,200	\$138,831
134	\$94,047	\$119,910	\$145,774
135*	\$98,750	\$125,906	\$153,062

Proposed Revised Pay Grades			
Classification	Minimum	Mid-Point	Maximum
110	\$29,890	\$38,109	\$46,329
111	\$31,384	\$40,014	\$48,646
112	\$32,954	\$42,016	\$51,078
113	\$34,601	\$44,117	\$53,632
114	\$36,332	\$46,322	\$56,313
115	\$38,148	\$48,639	\$59,129
116	\$40,055	\$51,071	\$62,086
117	\$42,058	\$53,624	\$65,190
118	\$44,161	\$56,305	\$68,449
119	\$46,369	\$59,120	\$71,872
120	\$48,688	\$62,077	\$75,466
121	\$51,122	\$65,181	\$79,239
122	\$53,678	\$68,440	\$83,201
123	\$56,362	\$71,862	\$87,361
124	\$59,180	\$75,454	\$91,729
125	\$62,139	\$79,228	\$96,315
126	\$65,246	\$83,188	\$101,132
127	\$68,508	\$87,348	\$106,189
128	\$71,934	\$91,716	\$111,498
129	\$75,530	\$96,302	\$117,072
130	\$79,307	\$101,117	\$122,926
131	\$83,272	\$106,173	\$129,072
132	\$87,436	\$111,481	\$135,526
133	\$91,807	\$117,055	\$142,302
134	\$96,398	\$122,908	\$149,418

*Pay grade 135 has been for the Executive Director. The Executive Director has been removed from the revised pay grade structure as it is a contractual position with a negotiated salary

Revision 2: Adjust Pay Grades for 6 Positions

Position	Current Pay Grade	Revised Pay Grade
Water Plant Operator B	115	116
Project Engineer I	121	123
Project Engineer II	123	125
Project Engineer III	127	128
Engineering/Projects Manager	131	132
Deputy Director	133	134

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
December 5, 2018

CONSENT AGENDA
ITEM 5
[AMENDED 12/03/18]

Authority Procurement Policy Revisions

Recommended Action -

Motion to approve Authority Procurement Policy Revisions and give the Executive Director the authority to make technical corrections as approved by General Counsel.

Procurement Policy revisions are proposed based on changes to state statutes. Revisions are also proposed to update Chapter 3.1.4.2 (b) and Chapter 3.1.4.3(c) consistent with member government policy thresholds.

Budget Action: No action needed.

Attachments:

Tab A Authority Procurement Policy (Revised: December 5, 2018)

Tab B Procurement threshold comparisons with member governments

TAB A
Authority Procurement Policy
(Revised: December 5, 2018)

PROCUREMENT POLICY

PEACE RIVER MANASOTA
REGIONAL WATER SUPPLY AUTHORITY

December 2018

Table of Contents

CHAPTER 1 - GENERAL PROVISIONS

1.1	Purpose.....	1
1.2	Application.....	1
1.3	Constructive Notice	1
1.4	Definitions.....	1
1.5	Public Access to Procurement Information.....	5

CHAPTER 2 - OFFICE OF THE PROCUREMENT OFFICER

2.1	Authority and Duties.....	6
2.2	Delegation to Other Authority Officials.....	6
2.3	Unauthorized Purchases.....	7

CHAPTER 3 - SOURCE SELECTION AND CONTRACT FORMATION

3.1	Methods of Source Selection.....	8
	3.1.1 Competitive Sealed Bidding.....	8
	3.1.2 Competitive Sealed Proposals	9
	3.1.3 Contracting for Designated Professional Services	10
	3.1.4 Delegation of Authority	10
	3.1.5 Sole Source Procurement	12
	3.1.6 Emergency Procurements.....	12
	3.1.7 Cancellation of Invitations for Bids or Requests for Proposals.....	12
	3.1.8 Contact with Authority Board and Staff	12
3.2	Qualifications and Duties.....	13
	3.2.1 Responsibility of Bidders and Offerors	13
	3.2.2 Cost or Pricing Data	13
	3.2.3 Cost or Price Analysis.....	14
	3.2.4 Bid, Performance and Payment Bonds on Supply or Service Contracts.....	14
	3.2.5 Public Entity Crimes	14

3.3	Types of Contracts and Contract Administration	15
	3.3.1 Types of Contracts	15
	3.3.2 Contract Clauses and Their Administration	16
	3.3.3 Contract Administration	18
	3.3.4 Cost Reimbursement Provisions	18
	3.3.5 Right to Inspect Plant.....	18
	3.3.6 Right to Audit Records	18
	3.3.7 Authority Procurement Records.....	19
	3.3.8 Notice of Federal Public Policy Requirements.....	19

CHAPTER 4 - SPECIFICATIONS

4.1	Maximum Practicable Competition	20
4.2	Qualified Products List.....	20
4.3	Brand Name or Equal Specification	20
4.4	Brand Name Specification	21
4.5	“Buy American” Requirements.....	21
4.6	Energy Conservation.....	21
4.7	Express Warranty.....	21
4.8	Scrutinized Companies Lists	21

CHAPTER 5 - PROCUREMENT OF CONSTRUCTION, ARCHITECT, ENGINEER AND LAND SURVEYING SERVICES

5.1	Management of Construction Contracting.....	22
	5.1.1 Responsibility for Selection of Methods of Construction Contracting Management	22
5.2	Bid Security and Performance Bonds	22
	5.2.1 Bid Security	22
	5.2.2 Contract Performance and Payment Bonds	22
5.3	Fiscal Responsibility	23
5.4	Professional Architectural, Engineering, Landscape Architectural or Surveying And Mapping Services	23
	5.4.1 Public Announcement, Competitive Selection and Negotiation	23
	5.4.2 Design-Build Contracts	26

CHAPTER 6 - COST PRINCIPLES

6.1	Cost Principles Regulations Required	29
-----	--	----

CHAPTER 7 – SUPPLY MANAGEMENT

7.1	General Supervision.....	30
7.2	Quality Assurance, Inspection and Testing.....	30
7.3	Inventory Management.....	30
7.4	Warehousing and Storage	30
7.5	Authorization to Dispose of Supplies	30
7.6	Transfer of Excess and Surplus Supplies.....	30
7.7	Disposition of Surplus Supplies.....	31
7.8	Auctions	31
7.9	Posted Prices.....	31
7.10	Trade-In	31

CHAPTER 8 – APPEALS AND REMEDIES

8.1	Bid Protests.....	32
8.2	Remedies for Solicitations or Awards in Violation of the Law.....	33
8.3	Contract Claims.....	34
8.4	Procedure for Protests of Plans and Specifications.....	35
8.5	Procedure for Pre-Bid Protests.....	35

CHAPTER 9 – INTERGOVERNMENTAL RELATIONS

9.1	Cooperative Purchasing Authorized	38
9.2	Sale, Acquisition or Use of Supplies by a Public Procurement Office.....	38
9.3	Cooperative Use of Supplies or Services	38
9.4	Joint Use of Facilities	38
9.5	Supply of Personnel, Information and Technology	38
9.6	Use of Payment Received by a Supplying Public Procurement Unit	40
9.7	Public Procurement Units in Compliance with Ordinance Requirements.....	40

CHAPTER 10 – ETHICS IN PUBLIC CONTRACTING

10.1	Criminal Penalties	41
10.2	Employee Conflict of Interest	41
10.3	Gratuities and Kickbacks.....	41
10.4	Prohibition Against Contingent Fess.....	42
10.5	Contemporaneous Employment Prohibited.....	42
10.6	Waivers from Contemporaneous Employment Prohibition and Other Conflicts of Interest.....	42
10.7	Use of Confidential Information	42
10.8	Conflicts of Interest	42
10.9	Sanctions.....	43
10.10	Recovery of Value Transferred or Received in Breach of the Ethical Standards.....	44

APPENDICES

A	Public Entity Crimes Form
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CHAPTER 1 – GENERAL PROVISIONS

1.1 Purpose

The purpose of this Procurement Policy (Policy) is to provide for the fair and equitable treatment of all persons involved in public purchasing by the Authority, to maximize the purchasing value of public funds in procurement, and to provide safeguards for maintaining a procurement system of quality and integrity.

1.2 Application

This Policy applies to contracts for the procurement of supplies, services, and construction entered into by the Authority after the effective date unless the parties agree to its application to contracts entered into prior to the effective date. It shall apply to every expenditure of public funds by the Authority for public purchasing irrespective of the source of the funds. When the procurement involves the expenditure of assistance or contract funds from other governmental bodies, the procurement shall be conducted in accordance with any mandatory applicable laws and regulations. Nothing in this Policy shall prevent the Authority from complying with the terms and conditions of any grant, gift, or bequest that is otherwise consistent with law.

1.3 Constructive Notice

All Persons who may bid or be awarded a contract with the Authority, pursuant to this Policy are considered to be on constructive notice of all provisions contained herein.

1.4 Definitions

Authority. The Peace River Manasota Regional Water Supply Authority.

Actual Costs. All direct and indirect costs that have been incurred for services rendered, supplies delivered, or construction built, as distinguished from allowable costs only.

Allowable Costs. Direct and indirect costs that have been incurred for services rendered, supplies delivered, or construction built, which may be charged to the Authority.

Architect, Engineer and Land Surveying Services. Those professional services within the scope of the practice of architecture, professional engineering, or land surveying, as defined by the laws of the State.

Brand Name or Equal Specification. A specification limited to one or more items by manufacturers' names or catalogue numbers to describe the standard of quality, performance, and other salient characteristics needed to meet Authority requirements and which provides for the submission of equivalent products.

Brand Name Specification. A specification limited to one or more items by manufacturers' names or catalog numbers.

Change Order. A written order signed and issued by the Executive Director or his/her designee

directing the contractor to make changes as authorized by the contract. Any work authorized by a change order shall not be started until the change order is signed and issued.

Construction. The process of building, altering, repairing, improving, or demolishing any public structure or building, or other improvements of any kind to any public real property. It does not include the routine operation, routine repair, or routine maintenance of existing structures, buildings, or real property.

Contract. All types of Authority written agreements, regardless of what they may be called, for the procurement of supplies, services, or construction.

Contract Modification. Any written alteration in specifications, delivery point, rate of delivery, period of performance, quantity, or other provisions of any contract accomplished by mutual action of the parties to the contract.

Contractor. Any person having a contract with the Authority.

Cooperative Purchasing. Procurement conducted by, or on behalf of, more than one Public Procurement Unit or by a Public Procurement Unit with an External Procurement Activity.

Cost Analysis. The evaluation of cost data for the purpose of arriving at costs actually incurred or estimates of costs to be incurred, prices to be paid and costs to be reimbursed.

Cost Data. Factual information concerning the cost of labor, material, overhead, and other cost elements that are expected to be incurred, or which have been actually incurred, by the contractor in performing the contract.

Cost Objective. Any unit of work such as a function, an organizational subdivision, or a contract for which provision is made to accumulate and measure separately the cost of processes, products, jobs, capitalized projects, and similar items. A final cost objective is one that has allocated to it both direct and indirect costs.

Cost-Reimbursement Contract. A contract under which a contractor is reimbursed for costs that are allowable and allocable in accordance with the contract terms and the provisions of this Policy, and a fee or profit, if any.

Data. Recorded information, regardless of form or characteristic. Where numeric data is given, both in Arabic numerals and in written language, and where there exists a discrepancy between an Arabic numeral and written language, the written language shall be presumed to be correct and the Arabic numeral shall be presumed to be incorrect.

Designee. A duly authorized representative of a person holding a superior position.

Direct or Indirect Participation. Involvement in any manner including, but not limited to, the decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity.

Employee. An individual drawing a salary or wage from the Authority.

Established Catalog Price. The price included in a catalog, price list, schedule, or other form:

- (1) that is regularly maintained by a manufacturer or contractor;
- (2) that is either published or otherwise available for inspection by customers; and
- (3) that states prices at which sales are currently or were last made to a significant number of any category of buyers or buyers constituting the general buying public for the supplies or services involved.

Expendable Supplies. All tangible supplies other than non-expendable supplies.

External Procurement Activity. Any buying organization not located in this State, which, if located in the State, would qualify as a Public Procurement Unit. An agency of the United States is an External Procurement Activity.

Financial Interest.

- (1) Ownership of any interest or involvement in any relationship from which, or as a result of which, a person within the past year has received, or is presently or in the future entitled to receive, more than \$100 per year, or its equivalent;
- (2) Ownership of 5% or more of any property or business; or
- (3) Holding a position in a business such as officer, director, trustee, partner, employee, or the like, or holding any position of management.

Governmental Body. Any department, commission, council, board, bureau, committee, institution, legislative body, agency, government corporation, or other establishment or official of the executive, legislative, or judicial branch of any government in the United States of America.

Grant. The furnishing by a governmental body of assistance, whether financial or otherwise, to any person to support a program authorized by law. It does not include an award whose primary purpose is to procure an end product, whether in the form of supplies, services, or construction. A contract resulting from such an award is not a grant but a contract.

Gratuity. A payment, loan, subscription, advance, deposit of money, service, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.

Immediate Family. A spouse, children, parents, brothers, and sisters.

Invitation to Bid. All documents, whether attached or incorporated by reference, utilized for soliciting sealed bids.

Local Public Procurement Unit. Any special district, county, municipality, school board, and any other subdivision of the State or public agency of any such subdivision; any public authority, educational, health, or other public institution; and, to the extent provided by law, any other entity which expends public funds for the procurement of supplies, services, and construction.

May. Denotes the permissive.

Non-expendable Supplies. All tangible supplies having an original acquisition cost of over \$100 per unit and a probable useful life of more than one year.

Person. Any business, corporation, firm, partnership, individual, committee, club, other organization, or group of individuals.

Price Analysis. The evaluation of price data, without analysis of the separate cost components and profit as in cost analysis, which may assist in arriving at prices to be paid and costs to be reimbursed.

Pricing Data. Factual information concerning prices for items substantially similar to those being procured. Prices in this definition refer to offered or proposed selling prices, historical selling prices and current selling prices. The definition refers to data relevant to both prime and subcontract prices.

Procurement. The buying, purchasing, renting, leasing, or otherwise acquiring of any supplies, services, or construction. It also includes all functions that pertain to the obtaining of any supply, service, or construction, including description of requirements, selection, and solicitation of sources, preparation and award of contract, and all phases of contract administration.

Procurement Officer. Any person duly authorized by the Executive Director to administer contracts and make written determinations with respect thereto. The term also includes an authorized representative acting within the limits of authority.

Public Agency. A governmental body.

Public Procurement Unit. Either a Local Public Procurement Unit or a State Public Procurement Unit.

Purchasing Agency. Any governmental body that is authorized to administer contracts, other than the State Chief Procurement Officer.

Qualified Products List. An approved list of supplies, services, or construction items described by model or catalogue numbers which, prior to competitive solicitation, the Authority has determined will meet the applicable specification requirements.

Regulation. A governmental body's statement, having general or particular applicability and future effect, designed to implement, interpret, or prescribe law or policy, or describing organization, procedure, or practice requirements, which has been lawfully promulgated.

Request for Proposals. All documents, whether attached or incorporated by reference, utilized for soliciting proposals.

Responsible Bidder or Offeror. A person who has the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit that will assure good faith performance.

Responsive Bidder. A person who has submitted a bid that conforms in all material respects to the requirements set forth in the invitation to bid.

Services. The furnishing of labor, time, or effort by a contractor, not involving the delivery of a specific end product other than reports which are merely incidental to the required performance. This term shall not include employment agreements or collective bargaining agreements.

Shall. Denotes the imperative.

Specification. Any description of the physical or functional characteristics or of the nature of a supply, service, or construction item. It may include a description of any requirement for inspecting, testing, or preparing a supply, service, or construction item for delivery.

State. The State of Florida.

State Chief Procurement Officer. The person holding the position as the head of the central procurement office of this State.

State Public Procurement Unit. The Office of the Chief Procurement Officer and any other Purchasing Agency of this State.

Supplies. All property, including but not limited to equipment, materials, printing, insurance, and leases of real property, excluding land or a permanent interest in land.

Surplus Supplies. Any supplies other than expendable supplies no longer having use to the Authority. This includes obsolete supplies, scrap materials, and nonexpendable supplies that have completed their useful life cycle.

1.5 Public Access to Procurement Information

Procurement information shall be a public record to the extent provided in Chapter 119, Florida Statutes, and shall be available to the public as provided in the Authority's "Statement of Agency Organization and Operation".

CHAPTER 2 – OFFICE OF THE PROCUREMENT OFFICER

2.1 Authority and Duties

- (1) Procurement Officer. Person assigned by the Executive Director as defined in Section 1.4 shall serve as the Procurement Officer for the Authority, and shall be responsible for the procurement of supplies, services, and construction in accordance with this Policy, as well as the management of supplies.
- (2) Duties. In accordance with this Policy, and subject to the supervision of the Executive Director, the Procurement Officer, or a subordinate authorized representative designee of the Procurement Officer, shall:
 - (a) procure or supervise the procurement of all supplies, services, and construction needed by the Authority;
 - (b) exercise direct supervision over the Authority's central stores and general supervision over all other inventories of supplies belonging to the Authority;
 - (c) sell, trade, or otherwise dispose of surplus supplies belonging to the Authority; and
 - (d) establish and maintain programs for specifications development, contract administration, and inspection and acceptance.
- (3) Operational Procedures. Consistent with this Policy, and with the approval of the Executive Director, the Procurement Officer:
 - (a) shall have the authority and responsibility to promulgate procedures governing the procurement, management, control, and disposal of any and all supplies, services, and construction to be procured by the Authority; and
 - (b) may adopt operational procedures relating to the execution of the duties of the Procurement Officer. These may be set forth in a manual or handbook.

2.2 Delegation to Other Authority Officials

The Procurement Officer may not delegate the authority to purchase supplies, services, or construction items to other Authority officials, unless specifically authorized by the Executive Director when such delegation is deemed necessary for the effective procurement of certain supplies, services, or construction. Notwithstanding the foregoing, the Procurement Officer may delegate authority to subordinate authorized representative designees of the Procurement Officer in accordance with Section 2.1 above.

2.3 Unauthorized Purchases

Except as herein provided in this Policy, it shall be a violation of this Policy for any Authority officer, employee, or other person, to order the purchase of any materials or supplies, or make any contract for

materials, supplies, or services within the purview of this Policy in the name of or on behalf of the Authority other than through the Procurement Officer or a designee of the Procurement Officer, and the Authority shall not be bound by any purchase order or contract made contrary to the provisions herein.

Consistent with established Personnel Rules and Regulations, the Executive Director may impose any one or more of the following sanctions on an Authority employee for violation of this Section of this Policy:

- (1) oral or written warnings or reprimands;
- (2) suspension with or without pay for specified periods of time; or
- (3) termination of employment.

CHAPTER 3 – SOURCE SELECTION AND CONTRACT FORMATION**3.1 Methods of Source Selection****3.1.1 Competitive Sealed Bidding**

- (1) Conditions for Use. All contracts shall be awarded by competitive sealed bidding except as otherwise provided in Sections 3.1.2 (Competitive Sealed Proposals), 3.1.3 (Contracting for Designated Professional Services), 3.1.4 (Delegation of Authority), 3.1.5 (Sole Source Procurement), 3.1.6 (Emergency Procurements), and 5.4.1 (Public Announcement, Competitive Selection and Negotiation) of this Policy.
- (2) Invitation to Bid. An invitation to bid shall be issued and shall include specifications, and all contractual terms and conditions applicable to the procurement.
- (3) Public Notice. Public notice of the invitation to bid shall be given not less than ten (10) calendar days prior to the date set forth in the notice for the opening of bids. Such notice may be given by mail or by publication in a subscription newspaper of general circulation in each county of the Authority. The public notice shall state the place, date, and time of bid opening.
- (4) Bid Opening. Bids shall be opened publicly in the presence of one or more witnesses at the time and place designated in the invitation to bid. The amount of each bid and such other relevant information as the Procurement Officer deems appropriate, together with the name of each bidder, shall be recorded.
- (5) Bid Acceptance and Bid Evaluation. Bids shall be unconditionally accepted without alteration or correction, except as authorized in this Policy. Bids shall be evaluated based on the requirements set forth in the invitation for bids, which may include criteria to determine acceptability such as inspection, testing, quality, workmanship, delivery, and suitability for a particular purpose. Those criteria that will affect the bid price and be considered in evaluation for award shall be objectively measurable, such as discounts, transportation costs, and total or life cycle costs. The invitation to bid shall set forth the evaluation criteria to be used. No criteria may be used in bid evaluations that are not set forth in the invitation to bid, in regulations, or in this Policy.
- (6) Correction or Withdrawal of Bids; Cancellation of Awards. Correction or withdrawal of inadvertently erroneous bids before or after bid opening, or cancellation of awards or contracts based on such bid mistakes, may be permitted where appropriate. Mistakes discovered before bid opening, may be modified or withdrawn by written or telegraphic notice received in the office designated in the invitation to bid prior to time set for bid opening. After bid opening, corrections in bids shall be permitted only to the extent that the bidder can show by clear and convincing evidence that a mistake of a nonjudgmental character was made, the nature of the mistake, and the bid price actually intended. After bid opening, no changes in bid prices or other provisions of bids prejudicial to the interest of the Authority or fair competition shall be permitted except as permitted above. In lieu of bid correction, a low bidder alleging a material mistake of fact may be permitted to withdraw his bid if:

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- (a) the mistake is clearly evident on the face of the bid document but the intended correct bid is not similarly evident; or
 - (b) the bidder submits evidence that clearly and convincingly demonstrates that a mistake was made. All decisions to permit the correction or withdrawal of bids, or to cancel awards or contracts based on bid mistakes, shall be supported by a written determination made by the Procurement Officer or a designee of the Procurement Officer whose determination shall be final.
- (7) Award. The contract shall be awarded with reasonable promptness by appropriate written notice to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the invitation to bid and is approved by the Authority Board of Directors except as otherwise provided for by Section 3.1.3 (Contracting for Designated Professional Services). In the event the lowest responsible and responsive bid for a construction project exceeds available funds, and such bid does not exceed such funds by more than 15%, the Procurement Officer is authorized, when time or economic considerations preclude re-solicitation of work of a reduced scope, to negotiate an adjustment of the bid price with the lowest responsible and responsive bidder, in order to bring the bid within the amount of available funds. Any such negotiated adjustment shall be subject to approval by the Authority Board of Directors.
- (8) Multi-Step Sealed Bidding. When it is considered impractical to initially prepare a purchase description to support an award based on price, an invitation to bid may be issued requesting the submission of unpriced offers to be followed by an invitation to bid limited to those bidders whose offers have been determined to be technically acceptable under the criteria set forth in the first solicitation.

3.1.2 Competitive Sealed Proposals

- (1) Conditions for Use. When the Procurement Officer determines that the use of competitive sealed bidding is either not practicable or not advantageous to the Authority, a contract may be entered into by use of the competitive sealed proposals method.
- (2) Request for Proposals. Proposals shall be solicited through a request for proposals.
- (3) Public Notice. Adequate public notice of the request for proposals shall be given in the same manner as provided in Section 3.1.1(3) (Competitive Sealed Bidding, Public Notice); provided, the minimum time shall be ten (10) calendar days.
- (4) Receipt of Proposals. No proposals shall be opened until the time designated in the public notice of the request for proposals. A register of proposals shall be prepared containing the name of each offeror, the number of bid document modifications received, if any, and a description sufficient to identify the item offered.
- (5) Evaluation Factors. The request for proposals shall state the relative importance of price and other evaluation factors.

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- (6) Discussion with Responsible Offerors and Revisions to Proposals. As provided in the request for proposals, discussions may be conducted with responsible and responsive offerors who submit proposals determined to be reasonably likely to be selected for award for the purpose of clarification to assure full understanding of, and conformance to, the procurement requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers.
 - (7) Award. The contract shall be awarded to the lowest responsible and responsive offeror whose proposal is determined in writing to be the most advantageous to the Authority, taking into consideration price and the evaluation factors set forth in the request for proposals. No other factors or criteria shall be used in the evaluation. The Contract file shall contain the basis on which the award is made. The notice of awarded or intended award shall be posted on the Authority's website.

3.1.3 Contracting for Designated Professional Services

- (1) General Authority. Procurement of certain professional services licensed to practice in Florida, shall be by the use of the competitive sealed proposals method set forth in Section 3.1.2 (Competitive Sealed Proposals), except as authorized by Section 3.1.5 (Sole Source Procurement), Section 3.1.6 (Emergency Procurement), or Chapter 5 (Procurement of Construction, Architect, Engineer, and Land Surveying Services), or except when the fee for professional services is limited to \$6,000 or less per fiscal year of the Authority, procurement of professional services may be authorized by Section 3.1.4 (Delegation of Authority).
- (2) Contracts for Legal Services. The Authority Board of Directors may authorize the procurement of legal services by negotiating with a lawyer or lawyers selected or recommended by the Authority Attorney on the basis of experience and skill.
- (3) Contracts for Audit by an Independent Certified Public Accountant. The Authority Board of Directors shall be responsible for selecting an independent certified public accountant to audit the Authority according to Chapter 189.418, Florida Statutes. A selection committee consisting of the Executive Director, Finance & Administration Manager and two other persons designated by the Executive Director. The competitive auditor selection procedures provided for in Section 218.391(3), Florida Statutes.
- (4) Contracts for Other Services. Notwithstanding the foregoing, the Authority Board of Directors may authorize the procurement of other services by negotiating with organizations selected or recommended by the Executive Director on the basis of experience and skill.

3.1.4 Delegation of Authority

- (1) Only the Authority Board of Directors, or their designee, is authorized to approve contracts on behalf of the Authority.
- (2) The Authority Board of Directors authorizes the Authority's Executive Director, or his/her designee to:

- (a) Approve contracts up to \$100,000 for products and services included in and consistent with the adopted annual budget.
 - (b) Approve and execute work assignments for continuing professional services and continuing maintenance services contracts that do not exceed \$100,000 are included in and consistent with the adopted annual budget, and are consistent with Section 287.055, Florida Statutes.
 - (c) Approve and execute work assignments for continuing construction services contracts that do not exceed \$150,000 are included in and consistent with the adopted annual budget, and are consistent with Section 287.055, Florida Statutes.
 - (d) Approve and execute certain contract renewals, extensions, amendments, and term contracts (as may be provided in the contract) included in and consistent with the adopted annual budget.
- (3) Threshold Levels for Purchasing.
- (a) All procurement will be conducted in a manner that promotes competition and secures the best value;
 - (b) The establishment of thresholds is to aid in the initial determination of the most appropriate procurement method; and
 - (c) Construction and electrical services shall be procured as required by Section 255.20, Florida Statutes and services for architecture, professional engineering, or land surveying shall be procured as required by Section 287.055, Florida Statutes.

Minimum threshold requirements are:

Threshold of Value	Requirement
Up to \$5,000	One (1) quote. <i>May be obtained by verbal quotation, written documentation, or pricing otherwise observed such as state purchasing contract.</i>
\$5,001 to \$25,000	Three (3) quotes (verbal or written). <i>Quotes may be made by written documentation, which may include documented verbal quotations or prices otherwise observed such as state purchasing contract, catalogs, price lists, ads, internet, etc.</i>
\$25,001 to \$100,000	Written Invitations for Quotation <i>A minimum of three (3) written quotes shall be solicited, which may include prices otherwise observed such as state purchasing contract.</i>
Over \$100,000	Formal Competitive Solicitation. <i>Sealed bids are submitted in response to a formal invitation for bids or proposals.</i>

3.1.5 Sole Source Procurement

A purchase may be made or a contract may be awarded without competition when the Procurement Officer determines in writing, after conducting a good faith review of available sources, that there is only one available source for the required supply, service, or construction item. The Procurement Officer shall insure negotiations are conducted, as appropriate, as to price, delivery, and terms. A record of sole source procurements shall be maintained as a public record and shall list each contractor's name, the amount and type of each contract, a listing of the item(s) procured under each contract, and the number of each purchase order. Due to the uniqueness of real property, contracts for the acquisition of leasehold interests in real property shall generally be considered as a sole source procurement and awarded in accordance with this provision. The Procurement Officer may recommend, and the Authority Board of Directors may direct the award of contracts in accordance with other provisions of this Policy or other procedures designed to promote competition and otherwise fulfill the intent of this Policy under appropriate circumstances. Notwithstanding, nothing in this Policy shall supersede Sections 255.20 or 287.055, Florida Statutes.

3.1.6 Emergency Procurements

Notwithstanding any other provisions of this Policy, the Procurement Officer may make or authorize others to make emergency procurements of supplies, services, or construction items when there exists a threat to public health, welfare, or safety or other substantial loss to the Authority, which requires an emergency procurement; provided that such emergency procurements shall be made with such competition as is practicable under the circumstances. A written determination of the basis for the emergency and for the selection of the particular vendor shall be included in the procurement file. As soon as practicable, a record of each emergency procurement shall be made and shall set forth the vendor's name, the amount and type of the purchase, a listing of the item(s) procured, and the number of the purchase order.

3.1.7 Cancellation of Invitation to Bid or Requests for Proposals

An invitation to bid, a request for proposals, a request for qualifications, or other solicitation may be canceled, or any or all bids or proposals may be rejected in whole or in part as may be specified in the solicitation, when it is for good cause and in the best interests of the Authority. The reasons therefore shall be made part of the contract file. Each solicitation issued by the Authority shall state that the solicitation may be canceled and that any bid or proposal may be rejected in whole or in part for good cause when in the best interests of the Authority; however, any failure to provide said statement in a bid solicitation shall not bar the Authority from canceling or rejecting all bids. Bidders are on constructive notice of all provisions contained in this Policy. Notice of cancellation shall be sent to all businesses that responded. The notice shall identify the solicitation, explain the reason for cancellation and, where appropriate, explain that an opportunity will be given to compete on any resolicitation or any future procurements of similar items.

3.1.8 Contact with Authority Board and Staff

After issuance of an invitation to bid, a request for proposals, a request for qualifications, or other solicitation, or during renegotiation of an existing contract, prospective offerors or their agents, representatives or persons acting at the request of such offerors are prohibited from contacting

members of the Authority Board of Directors and Executive Director or any members of a selection or negotiation committee until after the final recommendation is presented to the Authority Board of Directors for approval or until the solicitation has been canceled or terminated. Any questions concerning a solicitation shall be directed only to the person designated by the procurement. Failure to adhere to this requirement may make the person or team ineligible for selection at the discretion of the Authority.

3.2 Qualifications and Duties

3.2.1 Responsibility of Bidders and Offerors

If a bidder or offeror who otherwise would have been awarded a contract is found non-responsible, a written determination of non-responsibility, setting forth the basis of the finding, shall be prepared by the Procurement Officer. The unreasonable failure of a bidder or offeror to promptly supply information in connection with an inquiry with respect to responsibility may be grounds for a determination of non-responsibility with respect to such bidder or offeror. A copy of the determination shall be sent promptly to the non-responsible bidder or offeror. The final determination shall be made part of the contract file.

3.2.2 Cost or Pricing Data

- (1) Required Submissions Relating to the Award of Contracts. A prospective contractor shall submit cost or pricing data when the contract is expected to exceed \$100,000 and is to be awarded by competitive sealed proposals (Section 3.1.2), or by sole source procurement authority (Section 3.1.5).

EXCEPTION: The submission of cost or pricing data relating to the award of a contract is not required when:

- (a) the contract price is based on adequate price competition;
 - (b) the contract price is based on established catalogue prices or market prices;
 - (c) the contract price is set by law or regulation; or
 - (d) it is determined in writing by the Procurement Officer that the requirements of Section 3.2.2(1) above may be waived, and the determination states the reasons for such waiver.
- (2) Required Submissions Relating to Change Orders or Contract Modifications. A contractor shall submit cost or pricing data with any change order or contract modification, including adjustments to contracts awarded by competitive sealed bidding, whether or not cost or pricing data was required in connection with the initial pricing of the contract, when the change or modification involves aggregate increases or aggregate decreases in costs plus applicable profits that are expected to exceed \$25,000.

EXCEPTION: The submission of cost or pricing data relating to the pricing of a change order or contract modification when:

- (a) unrelated and separately priced adjustments for which pricing data would not be required are consolidated for administrative convenience; or
 - (b) it is determined in writing by the Procurement Officer that the requirements of Section 3.2.2(2) above may be waived, and the determination states the reasons for such waiver.
- (3) **Certification Required.** A contractor, actual or prospective, required to submit cost or pricing data in accordance with this Section, shall certify that, to the best of its knowledge and belief, the cost or pricing data submitted was accurate, complete, and current as of a mutually specified date prior to the award of the contract or the pricing of the change order or contract modification.
- (4) **Price Adjustment Provision Required.** Any contract award, change order, or contract modification under which the submission and certification of cost or pricing data are required shall contain a provision stating that the price to the Authority, including profit or fee, shall be adjusted to exclude any significant sums by which the Authority finds that such price was increased because the contractor-furnished cost or pricing data was inaccurate, incomplete, or not current.

3.2.3 Cost or Price Analysis

A cost analysis or a price analysis, as appropriate, shall be conducted prior to award of the contract other than one awarded under Section 3.1.1 (Competitive Sealed Bidding). A written record of such cost analysis or price analysis shall be made a part of the contract file.

3.2.4 Bid, Performance, and Payment Bonds on Supply or Service Contracts

Bid, performance, and payment bonds or other security may be requested for supply contracts or service contracts as the Procurement Officer deems advisable to protect the Authority's interests. Any such bonding requirements shall be set forth in the solicitation. Bid, performance, or payment bonds shall not be used as a substitute for a determination of a bidder or offeror's responsibility.

3.2.5 Public Entity Crimes

Any bidder or offeror shall provide to the Authority a sworn statement pursuant to Section 287.133(3)(a), Florida Statutes, on Public Entity Crimes. The statement shall be substantially the same as the form contained in Appendix A.

3.3 Types of Contracts and Contract Administration

3.3.1 Types of Contracts

- (1) General Authority. Subject to the limitations of this Section, any type of contract that is appropriate to the procurement and promotes the best interests of the Authority may be used, provided that the use of a cost-plus-a-percentage-of-cost contract is prohibited. A cost reimbursement contract may be used only when a determination is made in writing by the Procurement Officer that such contract is likely to be less costly to the Authority than any other type or that it is impracticable to obtain the supply, service, or construction item required except under such a contract.
- (2) Multi-Term Contracts.
 - (a) Specified Period. Unless otherwise provided by law, a contract for supplies or services may be entered into for any period of time deemed to be in the best interests of the Authority, provided the term of the contract and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the first fiscal period at the time of contracting. Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefore in the budget of the Authority, as determined by the Authority Board of Directors.
 - (b) Determination Prior to Use. Prior to the utilization of a multi-term contract, it shall be determined in writing:
 - i. that estimated requirements cover the period of the contract and are reasonably firm and continuing; and
 - ii. that multi-term contracts for continuing services for engineering, architectural, and landscape architectural services, shall contain a non-exclusivity clause that permits the Authority to utilize, at its option, either the services of the person, business, or organization holding a multi-term continuing service contract on a project basis per appropriate statutes.
 - (c) Cancellation Due to Unavailability of Funds in Succeeding Fiscal Periods. When funds are not appropriated or otherwise available to support continuation of performance in a subsequent fiscal period, the multi-term contract shall be canceled and the contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the contract up to the time of notice of cancellation. The cost of cancellation may be paid from any appropriations available for such purposes.
- (3) Multiple Source Contracting.
 - (a) General. A multiple source award is an award of an indefinite quantity contract for one or more similar supplies or services to more than one bidder or offeror. The

obligation to order the Authority's actual requirements is limited by Section 672.306(1), Florida Statutes, the Uniform Commercial Code.

- (b) Limitations on Use. A multiple source award may be made when award to two or more bidders or offerors for similar products is necessary for adequate delivery, service, or product compatibility. Any multiple source award shall be made in accordance with the provisions of Section 3.1.1 (Competitive Sealed Bidding), Section 3.1.2 (Competitive Sealed Proposals), 3.1.4 (Delegation of Authority) or Section 3.1.6 (Emergency Procurements) as applicable. Multiple source awards shall not be made when a single award will meet the Authority's needs without sacrifice of economy or service. Awards shall not be made for the purpose of dividing the business, making available product or supplier selection to allow for user preference unrelated to utility or economy, or avoiding the resolution of tie bids. Any such awards shall be limited to the least number of suppliers necessary to meet the valid requirements.
- (c) Contract and Solicitation Provisions. The Authority's estimated supply or service requirements shall be specified in the solicitation, and contracts ensuring adequate delivery, service, or product compatibility will be executed, provided that:
 - i. the Authority reserves the right to take bids separately if a particular quantity requirement arises that exceeds its normal requirement or an amount specified in the contract; and
 - ii. the Authority reserves the right to take bids separately if the Procurement Officer approves a finding that the supply or service available under the contract will not meet a nonrecurring special need of the Authority.
- (d) Intent to Use. If a multiple source award is anticipated prior to issuing a solicitation, the Authority shall reserve the right to make such an award and the criteria for award shall be stated in the solicitation.

3.3.2 Contract Clauses and Their Administration

- (1) Contract Clauses. All contracts for supplies, services, and construction shall include provisions necessary to define the responsibilities and rights of the parties to the contract. The Procurement Officer, after consultation with the Authority Attorney, may issue clauses appropriate for supply, service, or construction contracts, addressing among others the following subjects:
 - (a) the unilateral right of the Authority to order in writing changes in the work within the scope of the contract;
 - (b) the unilateral right of the Authority to order in writing temporary stopping of the work or delaying performance that does not alter the scope of the contract;
 - (c) variations occurring between estimated quantities of work in contract and actual quantities;

- (d) defective pricing;
- (e) time of performance and liquidated damages;
- (f) specified excuses for delay or nonperformance;
- (g) termination of the contract for default;
- (h) termination of the contract in whole or in part for the convenience of the Authority;
- (i) suspension of work on a construction project ordered by the Authority, and;
- (j) site conditions differing from those indicated in the contract, or ordinarily encountered, except that a differing site conditions clause need not be included in a contract:
 - i. when the contract is negotiated;
 - ii. when the contractor provides the site or design; or
 - iii. when the parties have otherwise agreed with respect to the risk of differing site conditions.

(2) Price Adjustments.

- (a) Adjustments in price resulting from the use of contract clauses required by Subsection (1) of this Section shall be computed in one or more of the following ways:
 - i. by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
 - ii. by unit prices specified in the contract or subsequently agreed upon;
 - iii. by the costs attributable to the events or situations under such clauses with adjustment of profit or fee, all as specified in the contract or subsequently agreed upon;
 - iv. in such other manner as the contracting parties may mutually agree; or
 - v. in the absence of agreement by the parties by a unilateral determination by the Authority of the costs attributable to the events or situations under such clauses with adjustment of profit or fee as computed by the Authority, as accounted for in accordance with Authority cost accounting principles regulations, or lack applicable Authority regulations in accordance with generally accepted cost accounting principles, and subject to the provisions of Chapter 8 (Appeals and Remedies).

- (b) A contractor shall be required to submit cost or pricing data if any adjustment in contract price is subject to the provisions of Section 3.2.2 (Cost or Pricing Data).
- (3) Standard Clauses and Their Modification. The Procurement Officer, after consultation with the Authority Attorney, may establish standard contract clauses for use in Authority contracts. However, the Procurement Officer may, upon consultation with the Authority Attorney, vary any such standard contract clauses for any particular contract.

3.3.3 Contract Administration

A contract administration system designed to insure that a contractor is performing in accordance with the solicitation under which the contract was awarded, and the terms and conditions of the contract, shall be maintained.

3.3.4 Cost Reimbursement Provisions

If a contract is being funded in whole or in part by assistance from a federal agency, then reimbursement to contractors for incurred costs or cost estimates included in negotiated prices may be subject to appropriate federal cost principles, e.g., Subpart 1-15 of Title 41, Code of Federal Regulations. Individual federal agencies may have requirements applicable to their particular assistance programs. Lacking applicable federal regulations, individual federal agency regulations, or Authority regulations, cost reimbursement shall be in accordance with generally accepted cost accounting principles.

3.3.5 Right to Inspect Plant

The Authority may, at reasonable times, inspect the part of the plant, place of business, or worksite of a contractor or subcontractor at any tier that is pertinent to the performance of any contract awarded or to be awarded by the Authority.

3.3.6 Right to Audit Records

- (1) Audit of Cost or Pricing Data. The Authority may make provision in its contracts such that it can, at reasonable times and places, audit the books and records of any contractor who has submitted cost or pricing data pursuant to Section 3.2.2 (Cost or Pricing Data) to the extent that such books, documents, papers, and records are pertinent to such cost or pricing data. Any person who receives a contract, change order, or contract modification for which cost or pricing data is required, shall maintain such books, documents, papers, and records that are pertinent to such cost or pricing data for five years from the date of the final payment under the contract.
- (2) Contract Audit. The Authority shall be entitled to audit the books and records of a contractor or a subcontractor at any tier under any negotiated contract or subcontract, other than a fixed-price contract, to the extent that such books, documents, papers, and records are pertinent to the performance of such contract or subcontract. Such books and records shall be maintained by the contractor for a period of five years from the date of the final payment under the prime contract and by the subcontractor for a period of five years from the date of final payment under the subcontract.

- (3) Contractor Records. If a contract is being funded in whole or in part by assistance from a federal agency, then the contract shall include provisions:
- (a) requiring the contractor and subcontractors at any tier to maintain for five years from the date of final payment under the contract, all books, documents, papers, and records pertinent to the contract; and
 - (b) requiring the contractor and subcontractor at any tier to provide to the Authority, the federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives access to such books, documents, papers, and records for the purpose of examining, auditing, and copying them.

3.3.7 Authority Procurement Records

All determinations and other written records pertaining to the solicitation, award, or performance of a contract shall be maintained for the Authority in a contract file by the Procurement Officer, and shall be retained and disposed of by the Authority in accordance with Section 119.021, Florida Statutes.

3.3.8 Notice of Federal Public Policy Requirements

If the contract is being funded in whole or in part by assistance from a federal agency, and the contract is subject to one or more federal public policy requirements, such as equal employment opportunity, fair labor standards, energy conservation, environmental protection, or other similar socio-economic programs, then the Procurement Officer shall include contract provisions giving the contractor notice of these requirements and, where appropriate, including in those contract provisions the requirement that the contractor give a similar notice to all of its subcontractors.

CHAPTER 4 - SPECIFICATIONS

4.1 Maximum Practicable Competition

All specifications shall be drafted so as to promote overall economy for the purposes intended and encourage competition in satisfying the Authority's needs, and shall not be unduly restrictive. The policy enunciated in this Section applies to all specifications including but not limited to, those prepared for the Authority by architects, engineers, designers, and draftsmen.

4.2 Qualified Products List

- (1) Use. A qualified products list may be developed by the Procurement Officer when testing or examination of the supplies or construction items prior to issuance of the solicitation is desirable or necessary in order to best satisfy the Authority's requirements.
- (2) Solicitation. When developing a qualified products list, a representative group of potential suppliers shall be solicited in writing to submit products for testing and examination to determine acceptability for inclusion on a qualified products list. Any potential supplier, even though not solicited, may offer its products for consideration.
- (3) Testing. Inclusion on a qualified products list shall be based on results of tests or examinations conducted in accordance with prior requirements noticed by the Authority.
- (4) Final Approval, Revisions, and Cancellation. The final approval of, revisions to a cancellation of qualified products lists shall be made only upon approval of the Procurement Officer.

4.3 Brand Name or Equal Specification

- (1) Use. Brand name or equal specifications may be used when the Procurement Officer determines that:
 - (a) no other design or performance specification or qualified products list is available;
 - (b) time does not permit the preparation of another form of purchase description, not including a brand name specification;
 - (c) the nature of the product of the Authority's requirements makes use of a brand name or equal specification suitable for the procurement; or
 - (d) use of a brand name or equal specification is in the Authority's best interests.
- (2) Designation of Several Brand Names. When brand name or equal specifications are designated, the Procurement Officer shall seek to designate three, or as many different brands as are practicable, as "or equal" references and shall further state that substantially equivalent products to those designated will be considered for award.

- (3) Required Characteristics. Unless the Procurement Officer determines that the essential characteristics of the brand name included in the specifications are commonly known in the industry or trade, brand name or equal specifications shall include a description of the particular design, functional, or performance characteristics that are required.
- (4) Nonrestrictive Use of Brand Name or Equal Specifications. When a brand name or equal specifications is used in a solicitation, the solicitation shall contain explanatory language that the use of a brand name or equal specifications is for the purpose of describing the standard of quality, performance, and characteristics desired and is not intended to limit or restrict competition.

4.4 Brand Name Specification

- (1) Use. Because the use of a brand name specification is restrictive of product competition, it may be used only when the Procurement Officer makes a determination that only the identified brand name item or items will satisfy the Authority's needs.
- (2) Competition. The Procurement Officer shall seek to identify sources from which the designated brand name item or items can be obtained and shall solicit such sources to achieve whatever degree of price competition is practicable. If only one source can supply the requirement, the procurement shall be made under Section 3.1.5 (Sole Source Procurement).

4.5 "Buy American" Requirements

If a contract is being funded in whole or in part by assistance from a federal agency, then the Authority shall adhere to the appropriate "Buy American" requirements of the federal agency providing the assistance.

4.6 Energy Conservation

The Authority's solicitation shall seek to promote energy conservation and shall comply with any applicable mandatory standards, policies, rules, or laws.

4.7 Express Warranty

Submission of a bid or offer by a contractor shall constitute an express warranty of the contractor that the goods or services offered pursuant to the contract shall meet the specifications provided in the solicitation.

4.8 Scrutinized Companies Lists

Section 287.135, Florida Statutes, related to scrutinized companies is applicable to the Authority. Entering into contracts with certain persons for goods or services of \$1,000,000 or more may be prohibited by Section 287.135, Florida Statutes. In addition, Section 287.135(5), Florida Statutes, requires persons submitting a bid or proposal for a contract or before the person enters into or renews a contract for good and services of \$1,000,000 or more to certify that certain requirements are met.

CHAPTER 5 – PROCUREMENT OF CONSTRUCTION, ARCHITECT, ENGINEER, AND LAND SURVEYING SERVICES

5.1 Management of Construction Contracting

5.1.1 Responsibility for Selection of Methods of Construction Contracting Management

The Procurement Officer shall have discretion to select the appropriate method of construction contracting management for a particular project. In determining which method to use, the Procurement Officer shall consider the Authority's requirements, its resources, and the potential contractor's capabilities.

5.2 Bid Security and Performance Bonds

5.2.1 Bid Security

- (1) Requirement for Bid Security. Bid Security shall be required for all competitive sealed bidding for construction contracts when the price is estimated by the Procurement Officer to exceed \$100,000. Bid security shall be a bond provided by a surety company authorized to do business in the State or otherwise supplied in a form satisfactory to the Authority. Nothing herein shall prevent the requirement of such bonds on construction contracts under \$100,000 when the circumstances warrant as solely determined by the Authority.
- (2) Amount of Bid Security. Bid security shall be in an amount equal to at least 5% of the amount of the bid.
- (3) Rejection of Bids for Noncompliance with Bid Security Requirements. When the invitation to bid requires bid security, a bid shall be rejected in the event of non-compliance unless it is determined that the bid fails to comply only in a nonsubstantial manner with the security requirements.
- (4) Withdrawal of Bids. If a bidder is permitted to withdraw its bid before award as provided in Section 3.1.1(6) (Competitive Sealed Bidding; Correction or Withdrawal of Bids; Cancellation of Awards), no action shall be taken against the bidder or the bid security.

5.2.2 Contract Performance and Payment Bonds

- (1) When Required - Amounts. When a construction contract is awarded through competitive sealed bid in excess of \$150,000 the following bonds or security shall be delivered to the Authority and shall become binding on the parties upon the execution of the contract:
 - (a) a performance bond satisfactory to the Authority, executed by a surety insurer authorized to do business in the State as a surety, in an amount equal to 100% of the price specified in the contract, conditioned that the contractor perform the contract in the time and manner prescribed in the contract; and

- (b) a payment bond satisfactory to the Authority, executed by a surety insurer authorized to do business in the State as a surety, in an amount equal to 100% of the price specified in the contract, conditioned that the contractor promptly make payments to all persons supplying labor, materials or supplies used directly or indirectly in the performance of the work provided for in the contract, and who are claimants as defined in Section 255.05(1), Florida Statutes.
- (2) Reduction of Bond Amounts. After notice to the Authority Board of Directors through the Executive Director, the Procurement Officer is authorized to reduce the amount of performance and payment bonds to 50% of the contract price for each bond when a written determination is made that it is in the best interests of the Authority to do so.
- (3) Authority to Require Additional Bonds. Nothing in this Section shall be construed to limit the authority of the Authority to require a performance bond or other security in addition to those bonds, or in circumstances other than specified in Subsection (1) of this Section.

5.3 Fiscal Responsibility

- (1) Approval By the Authority Board of Directors. Every contract modification, change order, or contract price adjustment in excess of Twenty-five Thousand Dollars (\$25,000), shall be subject to prior approval by the Authority Board of Directors after receiving a report as to the effect of the contract modification, change order, or contract price adjustment on the total project budget or the total contract budget.
- (2) Delegation of Authority. Contracts may provide for delegated authority to the Executive Director or other Authority agent designated by the Executive Director to approve and process contract modifications, change orders or contract price adjustments totaling less than Fifty Thousand Dollars (\$50,000) cumulatively. Any additional modification, change order or contract price adjustment shall be allowed only in such amount as may be authorized and approved by the Authority Board of Directors.

5.4 Professional Architectural, Engineering, Landscape Architectural, or Surveying and Mapping Services

5.4.1 Public Announcement, Competitive Selection and Negotiation

- (1) Service or Study Solicitation. It is the policy of the Authority to publicly announce all requirements for professional architectural, engineering, landscape architectural, or surveying and mapping services and to negotiate such contracts on the basis of demonstrated competence and qualifications at fair and reasonable prices as required by Section 287.055, Florida Statutes. In the procurement of such services, persons interested in providing such services may be required to submit a statement of qualifications, a proposal, or other such information consistent with Section 287.055, Florida Statutes.
- (a) Scope of Project Requirements. Written project requirements will be developed and made available to interested parties. The scope of project requirements shall indicate the nature and scope of the professional services needed, including but not limited to, the following:

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- i. the location and general purpose of the service or study;
 - ii. the objectives of the study or service;
 - iii. estimated period of time needed for the service or the study;
 - iv. the estimated cost of the project;
 - v. whether the proposed study or service would duplicate any prior or existing study or service;
 - vi. list of current contracts or prior services or studies that are related to the proposed study or service; and
 - vii. criteria upon which project statements of qualifications, proposals, or other such required submittals will be evaluated, including submittal rules and formats (e.g. page limitations, font sizes, electronic or paper copies, etc.).
- (b) Public Announcement. The public announcement for services requested shall be in a uniform and consistent manner as referenced in Section 287.055, Florida Statutes, through means intended to reach a wide audience of persons potentially qualified to conduct such services. Multiple means will be employed in the Public Announcement, and such means may include, but are not limited to: advertisement in newspapers of general circulation in the Authority service area or larger area as appropriate; posting on the Authority website; dissemination by electronic or conventional mail to listing of persons previously requesting notification of Authority projects; or subscription distribution services. The public announcement shall be accompanied by an invitation for persons to submit an indication of interest in performing the required services; how they may obtain the scope of project requirements and other selected project information; and the period of time within which such indications of interest will be accepted, which period shall not be less than 28 calendar days from the date of the public announcement.
- (c) Review of Public Announcement and Project Requirements. The public announcement and scope of project requirements shall be approved by the Executive Director prior to public distribution of these items.
- (d) Re-solicitation. If the Authority receives indications of interest from less than three (3) persons, it may resolicit indications of interest from all persons previously solicited and from such additional persons as it may deem advisable. Thereafter, the Authority may proceed to consider those persons responding to the solicitation or re-solicitation.
- (e) Modifications Prohibited. After the publicized submission time and date, indications of interest shall not be modified or allowed to be modified in any manner. Notwithstanding, a person that has submitted an indication of interest by responding to

a solicitation may withdraw its indication of interest if a re-solicitation occurs in accordance with (d) above.

- (f) Exemptions. This section shall not apply to a professional service contract for a project whose basic construction cost is estimated by the agency to be \$325,000 or less or for a planning or study activity when the fee for professional services is \$35,000 or less (or as may be updated in Section 287.055, Florida Statutes), or in cases of valid public emergency so certified by the Executive Director. This section shall not apply to any requirement for professional services if a continuing contract to provide such services is in effect, a determination is made to utilize the continuing contract to obtain such services, and such professional services are below the thresholds provided in Section 287.055(2)(g), Florida Statutes, or a continuing contract.
- (2) Consultant Selection. For each solicitation in which a public announcement is made, the Executive Director shall appoint a Professional Services Evaluation Committee (PSEC) to review and evaluate submittals and make recommendations on professional services selection. The PSEC shall include no less than three (3) and no more than 5 voting members. Non-voting advisory staff may be appointed to assist the PSEC by the Executive Director as needed. PSEC voting members shall generally consist of employees of the Authority and Authority Customer staff, but may include others when deemed appropriate by the Executive Director. The PSEC shall be appointed prior to the public announcement being made.
- (3) Evaluation. Following a determination by the Procurement Officer that the written submittals of qualifications, proposals, performance data, and other information requested complies with the requirements of the public announcement, including being timely and properly received, they shall be evaluated by the PSEC. The Procurement Officer shall assimilate submittal materials and disseminate such to PSEC members. A minimum of 1 PSEC meeting shall be held to review and rank submittals. All PSEC meetings shall be conducted in accordance with Chapter 286.011, Florida Statutes, the Florida Sunshine Law, and PSEC voting members shall refrain from any selection-related discussions with other committee members outside of a PSEC meeting .
- (a) The PSEC shall determine qualifications, interest, and availability by reviewing all written responses properly and timely received that express an interest in performing the services. The PSEC determinations shall be based upon the following considerations:
- i. competence, including technical education and training or project personnel;
 - ii. experience in the kind of project to be undertaken;
 - iii. projected workload and availability of adequate personnel, equipment and facilities;
 - iv. the extent of repeat business of the firm;
 - v. past record of professional accomplishments;
 - vi. office location proximity to Authority service area;

- vii. past record of performance on Authority projects; and
 - viii. other applicable project specific factors determined by the Authority prior to the issuance of the public announcement
- (b) Based on application of evaluation criteria in this Section above applied to written submittals, the PSEC shall prepare a ranked short-list of at least 3 firms determined to be most qualified to conduct the services requested. At the discretion of the PSEC, all firms on the ranked short-list may be interviewed, and re-ranked based on results of the interviews.
- (c) The final ranked short-list shall be submitted to the Executive Director for consideration, and upon approval, contract negotiation shall be initiated or in the alternative,
- (d) the Executive Director is authorized to present the ranked short-list to the Authority Board of Directors for consideration and approval for contract negotiations.
- (4) Contract Negotiations. Upon approval of the ranked short-list by either the Executive Director or the Authority Board of Directors, contract negotiations with the highest ranked firm on the short-list shall begin. Negotiations shall be conducted by the Executive Director or his/her designee(s), hereafter referred to as 'Authority Negotiators'.
- (a) Negotiations shall proceed in accordance with Section 287.055(5), Florida Statutes, as may be amended from time to time.
- (b) Negotiated contract including scope of project and fees shall be submitted to the Procurement Officer for administrative approval by the Executive Director and preparation of recommendation to the Authority Board of Directors. Nothing in this Section shall prohibit the Authority Board of Directors from rejecting the negotiated contract and directing Authority staff to resolicit the services.
- (5) Truth-In-Negotiation Certificate. For all lump sum or cost-plus-fixed-fee professional service contracts over the statutorily specified threshold amount, the Authority shall require the firm receiving the award to execute a truth-in-negotiation certificate that meets the requirements of Section 287.055(5), Florida Statutes, as may be amended from time to time.
- (6) Prohibition Against Contingent Fees. Each contract entered into by the Authority for professional service shall contain a prohibition against contingent fees that meets the requirements of Section 287.055(6), Florida Statutes, as may be amended from time to time.
- (7) Continuing Contracts. Nothing in this Section 5.4.1 shall be construed to neither prohibit continuing contracts for professional services between a person and the Authority nor waive the applicability of Section 287.055, Florida Statutes.

5.4.2 Design-Build Contracts

- (1) Design-Build Contracts. Design-build contracts may be awarded in accordance with the provisions of this subsection.

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- (a) Definitions. For purposes of this subsection:
- i. A "*Design-Build Firm*" means a partnership, corporation or other legal entity which:
 - 1) Is certified under Chapter 489.119, Florida Statutes, to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent; and
 - 2) Is certified under Chapter 471.023, Florida Statutes, to practice or to offer to practice engineering; certified under Chapter 481.219, Florida Statutes, to practice or to offer to practice architecture; or certified under Chapter 481.319, Florida Statutes, to practice or to offer to practice landscape architecture.
 - ii. A "*Design-Build Contract*" means a single contract with a design-build firm for the design and construction of a public construction project.
 - iii. A "*Design Criteria Package*" means concise, performance-oriented drawings or specifications for the public construction project. The purpose of the design criteria package is to furnish sufficient information so as to permit design-build firms to prepare a bid or a response to the Authority's Request for Proposal, or to permit the Authority to enter into a negotiated design-build contract. The design criteria package shall specify such performance-based criteria for the public construction project, including, but not limited to, the legal description of the site, survey information concerning the site, interior space requirements, material quality standards, schematic layouts and conceptual design criteria of the project, cost or budget estimates, design and construction schedules, site development requirements, provisions for utilities, stormwater retention and disposal, and parking requirements, as may be applicable to the project.
 - iv. A "*Design Criteria Professional*" means a firm who holds a current Certificate of Registration under Chapter 481, Florida Statutes, to practice architecture or landscape architecture or a firm who holds a current certificate as a registered engineer under Chapter 471, Florida Statutes, to practice engineering and who is employed by or under contract to the Authority for the providing of professional architect services, landscape architect services or engineering services in connection with the preparation of the Design Criteria Package.

The Design Criteria Package shall be prepared and sealed by a design criteria professional employed by or retained by the Authority in accordance with Section 5.4.1, Subsections (1) through (5), of this Policy. A design criteria professional who has been selected to prepare a design criteria package shall not be eligible to render services under a design-build contract executed pursuant to the design criteria package prepared by the design criteria professional.

(2) Procedures for the Award of Design-Build Contracts.

Procedures for the award of design-build contracts shall include, as a minimum, the following:

- (a) Preparation of a Design Criteria Package for the design and construction of the public construction project.
 - (b) Qualification and selection of no fewer than three (3) design-build firms as the most qualified, based on the qualifications, availability and past work of the firm, including partners or members thereof.
 - (c) Criteria, procedures, and standards for the evaluation of design-build contract proposals or bids, based on price, technical and design aspects of the public construction project, weighted for the project.
 - (d) Solicitation of competitive proposals, pursuant to a design criteria package, from those qualified design-build firms and the evaluation of the responses or bids submitted by those firms, based upon the evaluation criteria and procedures established prior to the solicitation of competitive proposals.
 - (e) Consultation with an employed or retained design criteria professional concerning: 1) evaluation of the responses or bids submitted by the design-build firms; 2) supervision or approval by the Authority of the detailed working drawings of the project, and; 3) evaluation of the compliance of project construction with the design criteria package provided by the design criteria professional.
 - (f) In the case of public emergencies declared and certified to by the Executive Director, and confirmed by the Authority Board of Directors, any or all of the foregoing rules and procedures may be waived and negotiations are authorized with the best qualified design-build firm available at the time.
- (3) The Procurement Officer may develop additional procedures consistent with this Policy and policies of the Authority Board of Directors as may be necessary to implement the provisions of this subsection.

CHAPTER 6 – COST PRINCIPLES

6.1 Cost Principles Regulations Required

The Procurement Officer shall promulgate a procedure that shall be used to determine the allowability of incurred costs for the purpose of reimbursing costs where the contract provides for the reimbursement of costs; provided, that if a written determination is approved by the Authority Board of Directors, such procedure may be modified by contract.

CHAPTER 7 – SUPPLY MANAGEMENT

7.1 General Supervision

The Procurement Officer shall have general supervision of the management of supplies during their entire life cycle. The objectives of supply management include preventing waste, continuing utilization of supplies, and obtaining a fair return of value upon disposal of supplies. In order to achieve these objectives, sound inspection, testing, warehousing, and inventory practices are called for, and effective means of transferring and disposing of property shall be utilized.

7.2 Quality Assurance, Inspection and Testing

The Procurement Officer shall take such steps as are deemed desirable to ascertain or verify that supplies, services, or construction items procured by the Authority conform to specification.

7.3 Inventory Management

The Procurement Officer shall have general supervision of all inventoried tangible personal property, whether warehoused or in use, belonging to the Authority. All warehouses and similar storage areas shall be inventoried at least annually. The Procurement Officer shall have general supervision of the determination of appropriate stock levels and economic order quantities for all inventories belonging to the Authority.

7.4 Warehousing and Storage

The Procurement Officer shall exercise general supervision of any receiving, storage, and distribution facilities and services maintained and operated by the Authority.

7.5 Authorization to Dispose of Surplus Supplies

No employee of the Authority shall transfer, sell, trade-in, or otherwise dispose of supplies owned by the Authority without written authorization of the Procurement Officer.

7.6 Transfer of Excess and Surplus Supplies

Insofar as is feasible and practical, the Procurement Officer shall transfer excess supplies declared surplus by the Authority Board of Directors to other agencies or units of government. The price of the supply transferred shall be the fair market price based, where possible, on previous sales of similar products in the open market, or on an appraised value, and shall be one mutually agreed upon between the owning agency and the recipient, and approved by the Procurement Officer. If agreement cannot be reached, the Procurement Officer shall establish the price. When a supply is transferred to other units of government, the recipient shall agree in writing not to transfer title or otherwise dispose of the supply within 12 months of ownership without prior approval of the Procurement Officer.

7.7 Disposition of Surplus Supplies

Supplies declared surplus by the Authority Board of Directors shall be offered through competitive sealed bids, public auction, or posted prices. It is recognized, however, that some types and classes of items can be sold or disposed of more readily and advantageously by other means, including barter. In such cases, and also where the nature of the supply or unusual circumstances call for its sale to be restricted or controlled, the Procurement Officer may employ such other means, including appraisal, provided such officer makes a written determination that such procedure is advantageous to the Authority.

7.8 Auctions

When authorized by the Authority Board of Directors, Authority employees or an experienced professional auctioneer may be used to cry the sale and assist in the preparation of the sale.

7.9 Posted Prices

Supplies declared surplus by the Authority Board of Directors may be sold at posted prices as determined by the Procurement Officer when such prices are based on fair market value and the sale is conducted pursuant to written policies established by the Authority Board of Directors.

7.10 Trade-In

Surplus supplies may be traded in only when the Procurement Officer determines the trade-in value is expected to exceed the value estimated to be obtained through the sale or other disposition of such supplies.

CHAPTER 8 – APPEALS AND REMEDIES**8.1 Bid Protests**

- (1) Right to Protest. Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the Authority Board of Directors. Prior to filing a written protest, any aggrieved party shall first communicate such grievance to the Procurement Officer in good faith effort to resolve any such grievance. Any communication with the Procurement Officer in an attempt to resolve a grievance will not extend the 72-hour period for filing a protest, as provided in Subsection (2) of this Section.
- (2) Filing of Protest.
 - (a) How and When to File. Protests shall be made in writing to the Authority Board of Directors, in duplicate, and shall be filed within 72 hours of electronically posting of the notice of award of contract or intended award of contract. The protest is considered filed when received by the Authority Board of Directors. Protests received after the 72-hour period shall not be considered.
 - (b) Subject of Protest. Protestors may file a protest on any phase of solicitation or award.
 - (c) Form. To expedite handling of protests, the envelope should be labeled "Protest". The written protest shall include as a minimum the following:
 - i. The name and address of the protestor;
 - ii. Appropriate identification of the procurement matter including, but not limited to, any number assigned to the invitation to bid, request for proposal, or contract;
 - iii. A statement of reasons for the protest; and
 - iv. Supporting exhibits, evidence, or documents to substantiate any claims unless not available within the filing time, in which case the expected availability date shall be indicated.
- (3) Requested Information. Protestors shall supply any additional information requested by the Executive Director or his/her designee within the time period set forth in the request. Failure of any protestor to comply expeditiously with a request for information may result in resolution of the protest without consideration of any information that is untimely filed pursuant to such request.
- (4) Decision. The Executive Director or his/her designee shall consider and investigate all written protests in a timely manner and submit a decision to the Authority Board of Directors.

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- (5) Notice of Decision.
- (a) A copy of the decision under Subsection (4) of this Section shall be served upon the protestor and any other party intervening by hand delivery or certified mail, return receipt requested, to the protestor at the address listed on the protest, as well as any other party intervening.
 - (b) The notice of decision shall state the reasons for the action taken, and inform the protestant of its right to request a hearing pursuant to Subsection (6) of this Section.
- (6) Right to Request a Hearing.
- (a) Requests for a hearing emanating from bid or proposal and award protests that are rejected or disallowed by the Executive Director or his/her designee, shall be addressed in writing to the Authority Board of Directors within 3 business days from the date of receipt of the notice of decision. The Authority Board of Directors shall then schedule a hearing date as soon thereafter as reasonably practical.
 - (b) Notwithstanding the provisions of this Subsection, no protestor may present for consideration, testimony or other evidentiary materials that were requested of the protestor in writing by the Executive Director or his/her designee, and were denied to the Executive Director or his/her designee.
- (7) Stay of Procurements During Protests. In the event of a timely protest under Subsection (2) of this Section, the Procurement Officer shall not proceed further with the solicitation or award of the contract until all administrative and judicial remedies have been exhausted or until the Executive Director makes a written determination that the award of a contract without delay is necessary to protect substantial interests of the Authority.

8.2 Remedies for Solicitations or Awards in Violation of the Law

- (1) Prior to Bid Opening or Closing Date for Receipt of Proposals. If, prior to the bid opening or the closing date for receipt of proposals, the Procurement Officer determines that a solicitation is in violation of federal, state, or municipal law or ordinance, then the solicitation shall be canceled or revised to comply with applicable law.
- (2) Prior to Award. If after bid opening or the closing date for receipt of proposals, but prior to the award of contract, the Procurement Officer determines that a solicitation or a proposed award of a contract is in violation of federal, state, or municipal law or ordinance, then the solicitation or proposed award shall be canceled.
- (3) After Award. If, after an award, the Authority Board of Directors determines that a solicitation or award of a contract was in violation of applicable law or ordinance, then:
 - (a) If the person awarded the contract has not acted fraudulently or in bad faith:

- i. if the violation of federal, state, or municipal law or ordinance can be cured, then the contract may be amended or ratified and affirmed, provided it is determined that doing so is in the best interest of the Authority; or
 - ii. if the violation of federal, state, or municipal law or ordinance cannot be cured, then the contract may be terminated and the person awarded the contract shall be compensated for the actual costs reasonably incurred under the contract, plus a reasonable profit, but excluding attorney's fees, prior to the termination.
- (b) If the person awarded the contract has acted fraudulently or in bad faith, the contract may be declared null and void or voidable, if such action is in the best interests of the Authority.

8.3 Contract Claims

- (1) Notice of Contract Claims. All claims by a contractor against the Authority relating to a contract, except bid protests, shall be submitted in writing to the Procurement Officer for a decision. The contractor may request a conference with the Procurement Officer on the claim. Claims include, without limitation, disputes arising under a contract, and those based upon breach of contract, mistake, misrepresentation, or other cause for contract modification or rescission.
- (2) Authority of the Procurement Officer to Resolve Contract Claims. The Procurement Officer is authorized to resolve any claim arising out of the performance of a Authority contract and recommend to the Executive Director, prior to the filing of a request for a hearing with the Authority Board of Directors or the commencement of an action in a court of competent jurisdiction, but may not settle any such protest or claim for consideration of Ten Thousand Dollars (\$10,000.00) or exceeding Ten Thousand Dollars (\$10,000.00) in value without the prior approval of the Authority Board of Directors. This authority shall be exercised in accordance with regulations promulgated by the Authority Board of Directors.
- (3) Notice to the Contractor of the Procurement Officer's Decision. The decision of the Procurement Officer shall be promptly issued in writing, and shall be served upon the contractor by hand delivery or certified mail, return receipt requested, to the contractor at the address listed on the contract.

If an adverse decision has been rendered, the notice of decision shall inform the contractor of his/her right to request a hearing under Subsection (5) of this Section.

- (4) Failure to Render Timely Decision. If the Procurement Officer does not issue a written decision regarding a contract controversy within 14 days after receipt of a written request for a final decision, or within such longer period as may be agreed upon between the parties, then the aggrieved party may proceed as if an adverse decision had been issued.
- (5) Finality of Procurement Officer's decision; Contractor's Right to Request a Hearing. The Procurement Officer's decision shall be final and conclusive unless, within 10 calendar days from

the date of receipt of the decision, the contractor files a written request for hearing with the Authority Board of Directors.

8.4 Procedure for Protests of Plans and Specifications

- (1) With respect to a protest to the plans or specifications contained in any solicitation for bids or proposals, a formal written protest must be filed with the Authority within 10 days of the receipt thereof, and in no event later than 15 days after the date of publication of any invitation to bid or request for proposals. Failure to file a formal written protest with respect to the plans and specifications within such time period shall constitute a waiver to the bid protest proceedings, with respect to the plans and specifications.
- (2) Protests of the plans and specifications that are timely filed shall be handled in accordance with the provisions of this Section of this Policy, provided that, there shall be no delay in the opening date for the bid or proposal. The Authority may defer final decision on a timely filed protest to the plans or specifications until after the opening date for the bid or proposal. Protestors may submit bids or proposals noting such exceptions to the plans and specifications as may be raised in the Protestor's formal written protest. Failure to submit a bid or proposal shall be deemed a waiver of the protest.

8.5 Procedure for Pre-Bid Protests

- (1) In order to facilitate the orderly solicitation of bids and proposals and award of contracts, the Authority Board of Directors may, in its discretion, provide notice of a decision relating to a proposed future contract, in advance of the formal solicitation for bids or proposals, for the purposes of triggering the protest process on that specific decision. Such decisions may relate to any matter concerning the procurement process for a specific contract, including but not limited to decisions related to the contents of a bid specification, the use of a sole source procurement, the preparation of qualified product list, or the use of brand name specifications. Any prospective bidder, offeror, contractor, supplier, manufacturer, or other person who is aggrieved by such a decision may file a protest as set forth in this section. Failure to file a protest as provided in this section shall be deemed a waiver of the right to protest such decision in the future.
- (2) Notice of an Authority Board of Directors decision pursuant to subsection (1) of this Section shall be published once in a newspaper of general circulation in the boundaries of the Authority. Such notice shall include, in addition to such information that may be deemed prudent or necessary by the Executive Director, the following:
 - (a) A title substantially in the form of "Notice of Decision by the Authority Board of Directors";
 - (b) The project title or number that identifies the specific proposed contract or project to which the decision relates;
 - (c) A statement of the Authority Board of Directors' decision, or a summary thereof, sufficient to inform persons of the nature and general content of the decision; and

- (d) A statement substantially in the form that “Any prospective bidder, offeror, contractor, supplier, manufacturer, or other person who is aggrieved by this decision may file a protest in accordance with the procedures set forth in Chapter 8 of this Policy. Failure to file a written protest of this decision within 7 days of the date this notice is published shall be deemed a waiver of the right to protest such decision in the future.”
- (3) Protests shall be made in writing to the Authority Board of Directors, in duplicate, and shall be filed within 7 days of the date of publication of the notice of decision. The protest is considered filed when received by the Authority Board of Directors. Protests received after the 7 day period shall not be considered.
- (4) To expedite handling of protests, the envelope should be labeled “Protest”. The written protest shall include as a minimum the following:
 - (a) The name and address of the protestor;
 - (b) Appropriate identification of the Board decision being protested;
 - (c) A statement of the reasons for the protest; and
 - (d) Supporting exhibits, evidence, or documents to substantiate any claims unless not available within the filing time, in which case the expected availability date shall be indicated.
- (5) The protestor shall supply any additional information requested, in writing, by the Executive Director or his/her designee, within the time period set forth in the request. Failure of a protestor to comply expeditiously with a request for information may result in resolution of the protest without consideration of any information that is ultimately filed pursuant to such request.
- (6) Upon filing of a timely protest, the Executive Director shall schedule hearing date before the Authority Board of Directors as soon thereafter as is reasonably practical. At the hearing the protestor shall have the right to present evidence and testimony to the Authority Board of Directors, present arguments, and to examine persons who may testify in favor or against the decision. Provided that the protestor shall not be permitted to present for consideration, testimony or other evidentiary materials that were requested of the protestor in writing by the Executive Director or his/her designee, and were not timely produced. The Authority Board of Directors may take evidence and testimony from staff, the protestor, or any other interested persons. Testimony shall be taken under oath. Decisions of the Authority Board of Directors shall be rendered in the form of a written order, and such order shall be final as of the date it is signed by the Authority Board of Directors Chairman and filed with the Executive Director.
- (7) In the event a timely protest is filed, the Procurement Officer shall not proceed further with the solicitation or award of the contract until all administrative remedies provided in this section, and judicial remedies, have been exhausted or until the Executive Director makes a written

determination that the solicitation or award of a contract without delay is necessary to protect the substantial interest of the Authority.

CHAPTER 9 – INTERGOVERNMENTAL RELATIONS

9.1 Cooperative Purchasing Authorized

The Authority's Public Procurement Unit may either participate in, sponsor, conduct, or administer a cooperative purchasing contract for the procurement of any supplies, services, or construction with one or more Public Procurement Units or External Procurement Activities in accordance with a contract entered into between the participants. Such cooperative purchasing may include, but is not limited to, joint or multi-party contracts between Public Procurement Units. However, no such contract is needed for the Authority to make purchases using the open-ended State Public Procurement Unit contracts that are made available to Local Public Procurement Units unless required by the State. Additionally, the Authority's Procurement Unit may procure any supplies or services under contracts currently in effect between other sub-state governments and individual vendors subject to approval by the Authority Board of Directors and the affected parties to such contracts.

9.2 Sale, Acquisition or Use of Supplies by a Public Procurement Office

The Authority's Public Procurement Unit may sell to, acquire from, or use any supplies belonging to another Public Procurement Unit or External Procurement Activity independent of the requirements of Chapter 3 (Source Selection and Contract Formation) and Chapter 7 (Supply Management) of this Policy.

9.3 Cooperative Use of Supplies or Services

The Authority's Public Procurement Unit may enter into a contract, subject to approval by the Authority Board of Directors, independent of the requirements of Chapter 3 (Source Selection and Contract Formation) and Chapter 7 (Supply Management) of this Policy, with any other Public Procurement Unit or External Procurement Activity for the cooperative use of supplies or services under the terms agreed upon between the parties.

9.4 Joint Use of Facilities

The Authority's Public Procurement Unit may enter into contracts, subject to approval by the Authority Board of Directors, for the common use or lease of warehousing facilities, capital equipment, and other facilities with another Public Procurement Unit of an External Procurement Activity under the terms agreed upon between the parties.

9.5 Supply of Personnel, Information and Technology

- (1) Supply of Personnel. As with any Public Procurement Unit so authorized, the Authority's Public Procurement Unit is authorized, in its discretion, upon written request from another Public Procurement Unit or External Procurement Activity, to provide personnel to the requesting Public Procurement Unit or External Procurement Activity. The Public Procurement Unit or External Procurement Activity making the request shall pay the Public Procurement Unit providing the personnel the direct and indirect cost of furnishing the personnel, in accordance with a contract between the parties.

-
- (2) Supply of Services. As with any Public Procurement Unit so authorized, the informational, technical, and other services of the Authority's Public Procurement Unit may be made available to any other Public Procurement Unit or External Procurement Unit. The Public Procurement Unit or External Procurement Unit tendering the services shall have precedence over the requesting Public Procurement Unit or External Procurement Activity. The requesting Public Procurement Unit or External Procurement Activity shall pay for the expenses of the services so provided, in accordance with an agreement between the parties.
- (3) Information Services. Upon request, the Procurement Officer may make available to the Public Procurement Units or External Procurement Activities the following services, among other:
- (a) standard forms;
 - (b) printed manuals;
 - (c) product specifications and standards;
 - (d) quality assurance testing services and methods;
 - (e) qualified product lists;
 - (f) source information;
 - (g) common use commodities listings;
 - (h) supplier pre-qualification information;
 - (i) supplier performance ratings;
 - (j) debarred and suspended bidders lists;
 - (k) forms for invitations to bid, requests for proposals, instructions to bidders, general contract provisions, and other contract forms; and
 - (l) contracts or published summaries thereof, including price and time of delivery information.
- (4) Technical Services. The Procurement Officer may provide the following technical services, among others:
- (a) development of products specifications;
 - (b) development of quality assurance test methods, including receiving, inspection, and acceptance procedures;
 - (c) use of product testing and inspection facilities; and

- (d) use of personnel training programs.
- (5) Fees. The Procurement Officer may enter into contracts, subject to approval by the Authority Board of Directors, and publish a schedule of fees for the services provided under Subsections (3) and (4) of this Section.

9.6 Use of Payment Received by a Supplying Public Procurement Unit

All payments from any Public Procurement Unit or External Procurement Activity received by a Public Procurement Unit supplying personnel or services shall be available to the supplying Public Procurement Unit as authorized by law.

9.7 Public Procurement Units in Compliance with Ordinance Requirements

Where the Public Procurement Unit or External Procurement Activity administering a cooperative purchase complies with the requirements of this Policy, any Public Procurement Unit participating in such a purchase shall be deemed to have complied with this Policy. Public Procurement Units may not enter into a cooperative purchasing agreement for the purpose of circumventing this Policy.

CHAPTER 10 – ETHICS IN PUBLIC CONTRACTING

10.1 Criminal Penalties

The extent that violations of the ethical standards of conduct set forth in this Chapter 10 constitute violations of the State Criminal Code and shall be punishable as provided therein. Such penalties shall be in addition to the civil sanctions set forth in this Chapter 10.

10.2 Employee Conflict of Interest

It shall be unethical for any Authority employee to participate directly or indirectly in a procurement contract when the Authority employee knows that:

- (1) The Authority employee or any member of the Authority employee's immediate family has a financial interest pertaining to the procurement contract; or
- (2) Any other person, business, or organization with whom the Authority employee or any member of an Authority employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement contract.

An Authority employee or any member of an Authority employee's immediate family who holds a financial interest in a disclosed blind trust shall not be deemed to have a conflict of interest with regard to matters pertaining to that financial interest.

10.3 Gratuities and Kickbacks

- (1) Gratuities. It shall be unethical for any person to offer, give, or agree to give any Authority employee or former Authority employee, or for any Authority Employee or former Authority employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.
- (2) Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.
- (3) Contract Clause. The prohibition against gratuities and kickbacks prescribed in this Chapter 10 shall be conspicuously set forth in every contract and solicitation therefor.

10.4 Prohibition Against Contingent Fees

It shall be unethical for a person to be retained, or to retain a person, to solicit or secure a contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

10.5 Contemporaneous Employment Prohibited

It shall be unethical for any Authority employee who is participating directly or indirectly in the procurement process to become or to be, while such an Authority employee, the employee of any person contracting with the governmental body by whom the employee is employed.

10.6 Waivers from Contemporaneous Employment Prohibition and Other Conflicts of Interest

The Authority Board of Directors may grant a waiver from the employee conflict of interest provision (Section 10.2) or the contemporaneous employment provision (Section 10.5) upon making a written determination that:

- (1) the contemporaneous employment or financial interest of the Authority employee has been publicly disclosed;
- (2) the Authority employee will be able to perform his/her procurement functions without actual or apparent bias or favoritism; and
- (3) the award will be in the best interests of the Authority.

Notwithstanding, nothing in this Policy shall supersede or waive the requirements of Part III of Chapter 112, Florida Statutes, Code of Ethics for Public Officers and Employees.

10.7 Use of Confidential Information

It shall be unethical for any employee or former employee knowingly to use confidential information for actual or anticipated personal gain, or for the actual or anticipated personal gain of any other person.

10.8 Conflicts of Interest

- (1) Prohibiting Contracts where Conflicts are Found to Exist. The Authority shall not engage in contracts with consultants or professionals whose prior record, work history, and experience indicate ongoing business relationships that may be substantially in conflict with the duties and services that will be required by the Authority.
- (2) Standards and Regulations for the Determination of Potential Conflicting Contractual Obligations. The Procurement Officer shall, as time permits, develop standards and regulations for the prospective determination of potential conflicting contractual obligations that may impair the performance of the professionals or consultants solicited by the Authority. The standards and regulations may require, but shall not be limited to, the inclusion of one or

more of the following in a request for proposals, invitation to bid, announcement, or other solicitation or contract:

- (a) An affidavit providing that the professional or consultant is not currently engaged or will not become engaged in any obligations, undertakings or contracts that will require the professional to maintain an adversarial role against the Authority or that will impair or influence the advice or recommendations provided to the Authority.
 - (b) The disclosure of all potentially conflicting contractual relationships and the full disclosure of contractual relationships deemed to raise a serious question of conflicts.
 - (c) Appropriate restrictions or limitations on the prior work history and qualifications of qualified or responsive bidders.
 - (d) The standards and regulations shall set forth appropriate requirements based upon the nature and scope of the services that are to be procured and shall be narrowly tailored so as to not unduly restrict competition, while assuring the Authority of undivided loyalty and services of the highest quality.
- (3) Suspension. Any professional or consultant whose bid is rejected or who is denied a contract based solely upon a determination of the existence of conflicting contractual obligations may treat the determination as a suspension and may proceed as though suspended under the provisions of Chapter 6.
- (4) Ethical Standards. Any professional or consultant submitting false information, intentionally submitting misleading information, or repeatedly failing to comply with the standards and regulations implementing this Section 10.8 shall be deemed to be in violation of the ethical standards of and shall be subject to the sanctions provided in this Chapter 10.
- (5) Definition of a Professional and a Consultant. Professional or consultant as used in this section shall be deemed to include those contractors who, as individuals or duly organized business entities have been or will be retained by the Authority for the purpose of providing recommendations or advice related to planning level or policy level decisions, or who will be engaged in the collection of data or research that will provide the basis for such decisions, as well as those who will be retained to supervise and monitor the performance of contractors or subcontractors of any nature.

10.9 Sanctions

- (1) Employees. Consistent with established Personnel Rules and Regulations, the Executive Director may impose any one or more of the following sanctions on a Authority employee for violations of the ethical standards in this Chapter 10:
- (a) oral or written warnings or reprimands;
 - (b) suspension with or without pay for specified periods of time; or

- (c) termination of employment.
- (2) Nonemployees. The Authority Board of Directors may impose any one or more of the following sanctions on a non-employee for violations of the ethical standards:
- (a) written warnings or reprimands;
 - (b) termination of contracts; or
 - (c) debarment or suspension.

10.10 Recovery of Value Transferred or Received in Breach of the Ethical Standards

- (1) General Provisions. The value of anything transferred or received in breach of the ethical standards of this Policy by a Authority employee or a non-employee may be recovered from both Authority employee and non-employee.
- (2) Recovery of Kickbacks by the Authority. Upon a showing that a subcontractor makes a kickback to a prime contractor or a higher tier subcontractor in connection with the award of a subcontract or other thereunder, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the Authority and will be recoverable hereunder from the recipient. In addition, that amount may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.

ADOPTED by the Peace River Manasota Regional Water Supply Authority Board of Directors on May 6, 1992 and amended as follows:

AMENDMENTS:

June 9, 1997	Chapter 3.1.3(3) Contracts for Audit by an Independent Certified Public Accountant (formerly 3-103(3))
April 7, 1999	Chapter 8.4 Procedure for Protests of Plans and Specifications (formerly 8-104) Chapter 8.5 Procedure for Pre-Bid Protests (formerly 8-105)
September 2, 2009	Chapter 3.1.8 Contact with Authority Board and Staff (formerly 3-108)
December 12, 2011	Chapter 3.1.4 Delegation of Authority (formerly 3-104)
July 1, 2013	Amendments incorporated and Policy reformatted
January 28, 2016	Chapter 5.4 Professional Architectural, Engineering, Landscape Architectural, or Surveying and Mapping Services Subsection 5.4.1 Public Announcement, Competitive Selection and Negotiation
December 5, 2018	Chapter 1.4 Definitions. Removal of Chapter 2.1 Establishment, Appointment, and Tenure. Renumbering of Chapter 2.1 (formerly 2.2), Chapter 2.2 (formerly 2.3) and Chapter 2.3 (formerly 2.4). Chapter 3.1.4(3) Threshold Levels for Purchasing. Addition of Chapter 4.8 Scrutinized Companies List. Chapter 5.3 Fiscal Responsibility

APPENDIX A

Public Entity Crimes Form

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

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

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

for _____
(Print name of entity submitting sworn statement)

whose business address is _____

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

2. I understand that a 'public entity crime' as defined in Paragraph 287.133(1) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that 'convicted' or 'conviction' as defined in Paragraph 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an 'affiliate' as defined in Paragraph 287.133(1) (a), Florida Statutes, means:

a) A predecessor or successor of a person convicted of a public entity crime; or

b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term 'affiliate' includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a 'person' as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts

or applies to transact business with a public entity. The term 'person' includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in management of an entity.

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

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

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

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

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

(Signature)

STATE OF _____

COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 20__.

Personally known _____, or produced identification _____.
(Type of Identification)

Notary Public
Name Printed) _____

My commission expires _____.

(Printed, typed or stamped Commissioned name of Notary Public)

TAB B
Procurement Threshold Comparisons with Member Governments



Purchasing Limits & Signing Authority Comparison

Purchasing Thresholds	PRMRWSA: Proposed New Limits			Sarasota Co			Charlotte Co			Manatee Co			Desoto Co		
	Lower Limit	Upper Limit	Requirement	Lower Limit	Upper Limit	Requirement	Lower Limit	Upper Limit	Requirement	Lower Limit	Upper Limit	Requirement	Lower Limit	Upper Limit	Requirement
Level 1	\$ -	\$ 5,000.00	1 quote- written or verbal	\$ -	\$ 5,000.00	Procured without competition, 1 quote required	\$ -	\$ 5,000.00	Payment via P-Card when possible	\$ 300.00	\$ 5,000.00	Notation of 3 quotes (by department-can be oral/written or catalog) 3 quotes from published prices (price lists, ads, internet, e-mail communications, etc) Request for Quotations/Invitation to Bid/Request for Proposals. Min 3 bids for purchases up to \$100k; 5 for anything over \$100k	\$ -	\$ 2,500.00	One quotation, Single item cost is under \$ 1,000, total invoice under \$2,500
Level 2	\$ 5,001.00	\$ 25,000.00	3 quotes - written or verbal	\$ 5,000.01	\$ 25,000.00	Minimum 3 quotes: verbal or in writing (by procurement or dept. staff)	\$ 5,000.00	\$ 10,000.00	Three telephone quotes	\$ 5,000.01	\$ 25,000.00	Written Invitations for Bids or Requests for Proposals (formally advertised) Written Invitations for Bids or Requests for Proposals (formally advertised). Consultant selection by formal ranking.	\$ 1,000.00	\$ 2,500.00	Three verbal quotations, Single item cost is more than \$ 1,000, total invoice under \$2,500
Level 3	\$ 25,001.00	\$ 100,000.00	Min. 3 quotes solicited	\$ 25,000.01	\$ 100,000.00	Invitation to Quote from Procurement staff	\$ 10,000.00	\$ 50,000.00	Three written Requests for Quotation	\$ 25,000.01	\$ 250,000.00		\$ 2,500.00	\$ 25,000.00	Formal written request with a minimum of (3) quotes
Level 4	\$ 100,000.00	-	Formal Competitive Solicitati	\$ 100,000.00	-	Formal Competitive Solicitations by Procurement Staff (publically noticed)	\$ 50,000.00	-	Formal competitive solicitations	\$ 250,000.01	\$ 1,000,000.00		\$ 25,000.00	\$ -	Formal competitive solicitations
Level 5										\$ 1,000,000.01	-				
Level 6															
Signing Authority															
Exec. Dir/Co. Admin Limit		\$ 100,000.00	Prof. Services Contracts & Products/Svcs inc. in Budget		\$ 100,000.00			\$ 145,000.00	The limit of this authority shall increase by \$5,000.00 each year, commencing on October 1, 2004, and increasing on the first day of October of each year thereafter.					\$ 25,000.00	
Exec. Dir/Co. Admin Limit Finance Director		\$ 150,000.00	Construction Contracts							\$ 1,000,000.01					
Procurement Official					\$ 50,000.00			\$ 50,000.00			\$ 1,000,000.00				
Department Directors					\$ 150,000.00	Prof. Svc Library - only items w/prior BOCC approval		\$ 5,000.00			\$ 5,000.00			\$ 2,500.00	delegated by Purchasing Director after Dept head training
Department Directors Division Officer Section Leader/ Senior Manager Manager					\$ 100,000.00	Unit Price Contracts - only items w/prior BOCC approval									

Procurement Policy
Comparison of Current to Proposed Thresholds & Signing Authority

Purchasing Thresholds	Current Thresholds & Signing Authority			Proposed Thresholds & Signing Authority		
	Lower Limit	Upper Limit	Requirement	Lower Limit	Upper Limit	Requirement
Level 1	\$ -	\$ 3,000.00	1 quote- written or verbal	\$ -	\$ 5,000.00	1 quote- written or verbal
Level 2	\$ 3,000.00	\$ 25,000.00	3 quotes - written or verbal	\$ 5,001.00	\$ 25,000.00	3 quotes - written or verbal
Level 3	\$ 25,000.00	\$ 50,000.00	Min. 3 quotes solicited	\$ 25,001.00	\$ 100,000.00	Min. 3 quotes solicited
Level 4	\$ 50,000.00	-	Formal Solicitation: RFP	\$ 100,000.00	-	Formal Competitive Solicitation
Signing Authority						
Executive Director		\$ 50,000.00	Prof. Services Contracts		\$ 100,000.00	Prof. Services Contracts & Products/Svcs inc. in Budget
Executive Director		\$ 100,000.00	Products/Svcs inc. in Budget		\$ 150,000.00	Construction Contracts

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
December 5, 2018**

**CONSENT AGENDA
ITEM 6**

Declaration of Surplus

Recommended Action -

Motion to approve Declaration of Surplus as listed, authorize the Executive Director to arrange for the public sale through auction of said materials and dispose of any materials left unsold.

In accordance with the Authority's Procurement Policy, supplies may be declared surplus by the Board if they are no longer of use to the Authority including obsolete supplies, scrap materials, and nonexpendable supplies that have completed their useful life cycle. Supplies declared surplus will be offered through online public auction, recycling, donation to other government agencies and/or nonprofit organizations, or disposal if there are no offers for purchase or donation.

Budget Action: No action needed.

Attachments:

Surplus Sale List December 5, 2018

Equipment Type	Description	Condition	Asset Tag
Plant Equipment	Geokon LC-2 16 Channel Multiplexer model 8002-16-1 Serial #1521458	New, but not compatible with new system	2-0448
Plant Equipment	Geokon LC-2 16 Channel Multiplexer model 8002-16-1 Serial #1529793	New, but not compatible with new system	2-0449
Plant Equipment	Geokon LC-2 16 Channel Multiplexer model 8002-16-1 Serial #1521459	New, but not compatible with new system	None
Plant Equipment	Geokon LC-2 16 Channel Multiplexer model 8002-16-1 Serial #1236921	New, but not compatible with new system	None
Plant Equipment	Geokon LC-2 16 Channel Multiplexer model 8002-16-1 Serial #1529791	Used/working, but not compatible with new system	None
Plant Equipment	Fiberglass enclosure	Used, not compatible with new system	None
Plant Equipment	Fiberglass enclosure	Used, not compatible with new system	None
Plant Equipment	Fiberglass enclosure	Used, not compatible with new system	None
Plant Equipment	Fiberglass enclosure	Used, not compatible with new system	None
Plant Equipment	Fiberglass enclosure	Used, not compatible with new system	None
Plant Equipment	Applied Membranes Inc, direct SDI kit	Used, not compatible with new system	None
Plant Equipment	Hayward 6" butterfly valve with handle	Used, unknown status	None
Plant Equipment	Hayward 6" butterfly valve with handle	New, but not compatible with new system	None
Plant Equipment	Hayward 6" butterfly valve with handle	New, but not compatible with new system	None
Plant Equipment	Hayward 6" butterfly valve with handle	Used, not compatible with new system	None
Plant Equipment	Hayward handle	New, but not compatible with new system	None
Plant Equipment	Hayward handle	New, but not compatible with new system	None
Plant Equipment	Hayward handle	New, but not compatible with new system	None
Plant Equipment	Spears 6" butterfly valve with handle	New, but not compatible with new system	None
Plant Equipment	Spears 6" butterfly valve with handle	New, but not compatible with new system	None
Plant Equipment	Spears 6" butterfly valve with handle	Used, not compatible with new system	None
Plant Equipment	Spears 6" butterfly valve with handle	Used, not compatible with new system	None
Plant Equipment	Spears 6" butterfly valve with handle	Used, not compatible with new system	None
Plant Equipment	Spears 6" butterfly valve with handle	Used, not compatible with new system	None
Plant Equipment	Spears 6" butterfly valve with handle	Used, not compatible with new system	None
Plant Equipment	Spears 6" butterfly valve with handle	Used, not compatible with new system	None
Plant Equipment	Spears handle	Used, not compatible with new system	None
Plant Equipment	Geomation Parts	New, but not compatible with new system	None
Computers/IT	Dell Precision T7500 Workstation - Service Tag "9M0ZPM1"	New/used, but not compatible with new system	None
Computers/IT	Dell Precision T7500 Workstation - Service Tag "4RN5FN1"	obsolete, harddrive removed	None
Computers/IT	Dell Precision T7500 Workstation - Service Tag "BM0ZPM1"	obsolete, harddrive removed	None
Computers/IT	Dell Precision T7600 Workstation - Service Tag "1GR1SW1"	obsolete, harddrive removed	None
Computers/IT	Dell Precision T7600 Workstation - Service Tag "1GR4SW1"	obsolete, harddrive removed	None
Computers/IT	Dell Precision T7500 Workstation - Service Tag "1RZ6BY1"	obsolete, harddrive removed	None
Computers/IT	Dell OptiPlex 790 Workstation - Service Tag "7ZJV1R1"	obsolete, harddrive removed	None
Computers/IT	Dell PowerEdge T620 Server - Service Tag "D4YCRW1"	obsolete, harddrive removed	None
Computers/IT	Gateway PA6 Laptop - Serial Number "0037207829"	obsolete, harddrive removed	None
Computers/IT	HP Compaq 8510p Laptop - Serial Number "MXL8170M25"	obsolete, harddrive removed	1-0103
Computers/IT	Dell Optiplex 790 Workstation - Service Tag "72JX1R1"	obsolete, harddrive removed	None
Computers/IT	Dell Optiplex 780 Workstation - Service Tag "3S9WCP1"	obsolete, harddrive removed	2-0368
Computers/IT	Dell Optiplex 7010 Workstation - Service Tag "DMT98Y1"	obsolete, harddrive removed	2-0406
Computers/IT	Dell Precision T5600 Workstation - Service Tag "B8GKV1"	obsolete, harddrive removed	None
Computers/IT	Dell PowerEdge T620 Server - Service Tag "9SLW9Y1"	obsolete, harddrive removed	2-0408
Computers/IT	Dell Latitude E5510 Laptop - Service Tag "1K6J8N1"	obsolete, harddrive removed	2-0357
Computers/IT	HP LaserJet P2055dn Printer	obsolete	None
Plant Equipment	North Star 4000W Generator	Works but runs rough.	2-0278
Plant Equipment	North Star 4000W Generator	Does not run. No Spark on plug.	2-0279
Plant Equipment	Homelite 2000W Generator	Works but runs rough.	2-0059
Plant Equipment	North Star 5000W Generator	Only runs if it is being choked.	None
Plant Equipment	North Star Pressure Washer	Carb issues, parts missing on pump, no wand, unknown psi.	2-0141
Plant Equipment	Husky 2600psi Pressure Washer	Motor Runs but no pump pressure.	None
Plant Equipment	Delta Drill Press	Works but arbor is bent.	2-0258

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
December 5, 2018

CONSENT AGENDA
ITEM 7

**Interlocal Agreement for Phase 1 Interconnect Between Peace River Manasota Regional
Water Supply Authority and the City of Punta Gorda – Amendment 1**

Recommended Action -

Motion to approve Interlocal Agreement for Phase 1 Interconnect Between Peace River Manasota Regional Water Supply Authority and the City of Punta Gorda – Amendment 1.

In December 2015, the Authority and the City of Punta Gorda entered into an Interlocal Agreement (IA) to fund and construct the Phase 1 Regional Interconnect. The Agreement includes up to a \$2,000,000 contribution from the City to Phase 1 and authorization to utilize \$4,000,000 in state funding allocated to the City for the Phase 1 Interconnect Project. The current IA expires on December 31, 2018. Amendment 1 would extend the IA until December 31, 2021 providing adequate time for completion of the Phase 1 Regional Interconnect and the City's Reverse Osmosis facility.

Budget Action: No action needed.

Attachments:

- Tab A 2015 Interlocal Agreement for Phase 1 Interconnect Between the Peace River Manasota Regional Water Supply Authority and the City of Punta Gorda
- Tab B Amendment 1 to the 2015 Interlocal Agreement

TAB A
2015 Interlocal Agreement for Phase 1 Interconnect Between the Peace River Manasota
Regional Water Supply Authority and the City of Punta Gorda



Recorded with
Manatee County Florida Clerk
Access Official Records at
www.ManateeClerk.com

INTERLOCAL AGREEMENT FOR PHASE 1 REGIONAL INTERCONNECT
BETWEEN
THE PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
AND THE CITY OF PUNTA GORDA

This Interlocal Agreement (“Agreement”) is entered into this 2 day of DEC, 2015, by and between the Peace River Manasota Regional Water Supply Authority (“Authority”), an independent special district created pursuant to Section 373.1962, Florida Statutes, now found in Section 373.713, Florida Statutes, and 163.01, Florida Statutes, acting by and through its governing Board of Directors, and the City of Punta Gorda (“City”), a Florida municipal corporation, acting by and through its governing City Council.

WITNESSETH:

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

WHEREAS, the Authority owns and operates a regional water system including the Peace River Facility as a regional water supply source and regional transmission system; and

WHEREAS, the vision of the Authority is to create and maintain a sustainable, reliable interconnected regional water supply system; and

WHEREAS, the City owns and operates the City of Punta Gorda Shell Creek Water Treatment Plant and distribution system serving the residents of the City and certain unincorporated portions of Charlotte County; and

WHEREAS, the City is currently operating under a five (5) year exemption to the secondary drinking water standard for total dissolved solids (“TDS”), which was

issued by the Florida Department of Environmental Protection (“DEP”) on June 22, 2011; and

WHEREAS, the City plans to construct, operate and own a new reverse osmosis water treatment facility (“RO Project”) at its Shell Creek Water Treatment Plant Facility, with such reverse osmosis water treatment facility consisting of a four (4) million gallons per day reverse osmosis system to treat brackish groundwater for blending with the City’s existing treated surface water facility to meet drinking water quality standard of 500 mg/L TDS; and

WHEREAS, the City has submitted for cooperative funding assistance from the Southwest Florida Water Management District (“SWFWMD”) pursuant to which SWFWMD would contribute fifty percent (50%) of the eligible costs of the estimated thirty-two million dollars (\$32,000,000) cost of the RO Project pursuant to a Cooperative Funding Agreement (“RO CFA”); and

WHEREAS, the SWFWMD has previously expressed a willingness to provide the requested cooperative funding to the City contingent upon funding being procured for the Pipeline Project; and

WHEREAS, the City has previously expressed a willingness to consent to the Pipeline Project contingent upon receiving the cooperative funding for its RO project; and

WHEREAS, the Authority has submitted for cooperative funding assistance from the SWFWMD for its Pipeline Project, as defined in section 1.19 below; and

WHEREAS, although separate and distinct projects and cooperative funding requests, SWFWMD has stated that cooperative funding for the RO Project and the

Pipeline Project are dependent upon the execution of any necessary contract(s) for the Authority to construct the Pipeline Project to provide a “plant-to-plant” interconnect between the Authority’s Water Supply System and the City’s Water System, as defined in sections 1.5 and 1.10 below; and

WHEREAS, four million dollars (\$4,000,000) has been appropriated to the City in the State of Florida Budget for Fiscal Year 2015-2016 for the RO Project (“the Appropriation”); and

WHEREAS, the City is negotiating a contract with the DEP that provides for the payment of the four million dollars (\$4,000,000) Appropriation to the City and includes expenses associated with the Pipeline Project as a reimbursable expense of the RO Project; and

WHEREAS, the Parties recognize the need for adequate, reliable, and high-quality drinking water supplies to meet local and regional needs; and

WHEREAS, integrating the RO Project and the Pipeline Project enhances water system reliability to the City and the region; and

WHEREAS, the Parties desire to work together to obtain SWFWMD funding for the Integrated Projects, as defined by section 1.12 below; and

WHEREAS, the Authority and City have previously entered into a Water Systems Interconnect and Water Transfer Contract dated September 3, 2013.

NOW THEREFORE, in consideration of the foregoing, which shall be deemed an integral part of this Agreement and of the mutual covenants contained herein, the Parties agree to the following:

1. **DEFINITIONS.** In the absence of a clear implication otherwise, capitalized terms used in this Agreement and in the attached exhibit shall have the

following meaning.

- 1.1. Agreement Year. The time period between execution of this Agreement and September 30, 2016, and each fiscal year (beginning on each October 1, and ending on the immediately following September 30) thereafter during the term of this Agreement.
- 1.2. Authority. The Peace River Manasota Regional Water Supply Authority.
- 1.3. Authority Available Water. A quantity of potable water available from the Authority for delivery to the City after the Authority has met its obligations to Authority Customers under the Master Water Supply Contract.
- 1.4. Authority Regional Transmission System. Those facilities, including appurtenant and associated facilities, owned by the Authority pertaining to the delivery and measurement of potable water including but not limited to primary transmission pipes, real property, interest in real property, fixtures, personal property.
- 1.5. Authority Water System. All real property, interest in real property, fixtures, personal property, wells, buildings, treatment systems, pumps, pipes, storage facilities, reservoir(s), aquifer storage and recovery facilities and appurtenant or associated facilities owned by Authority and pertaining to the delivery and measurement of potable water.
- 1.6. Available Water. Water from either Party meeting the definition of Authority Available Water and/or City Available Water.
- 1.7. City. The City of Punta Gorda.
- 1.8. City Available Water. A quantity of potable water available from the City for delivery to the Authority generally comprised of the surplus of water that remains

after the City has accounted for its local needs, including customer demands, operational constraints and regulatory capacity.

- 1.9. City Shell Creek WTP. The City of Punta Gorda's Shell Creek Water Treatment Plant.
- 1.10. City Water System. All real property, interest in real property, fixtures, personal property, wells, buildings, treatment systems, pumps, pipes, storage facilities, reservoir(s), aquifer storage and recovery facilities and appurtenant or associated facilities owned by the City and pertaining to the delivery and measurement of potable water.
- 1.11. Delivery Point(s). The physical location(s) of interconnection between the Authority Regional Transmission System and the City Water System shown in Exhibit 1.
- 1.12. Integrated Project. The RO Project and the Pipeline Project collectively.
- 1.13. Interconnect(s). The structure(s) installed by the Authority at the Delivery Point(s) that enable water transfer/delivery between the Authority Regional Transmission System and the City Water System shown in Exhibit 1.
- 1.14. Master Water Supply Contract. The Peace River Manasota Regional Water Supply Authority Master Water Supply Contract dated October 5, 2005 and as subsequently amended.
- 1.15. MGD. Million gallons per day.
- 1.16. MGY. Million gallons per year.
- 1.17. Operational Flexibility Water Use Permit. The Southwest Florida Water Management District water use permit number 20012926.002 and as subsequently renewed or modified.

- 1.18. Party or Parties. Party shall mean a signatory to this Agreement. Parties shall mean the City and the Authority.
- 1.19. Pipeline Project. New transmission pipeline that is approximately six point three (6.3) miles of a minimum twenty-four (24) inch diameter potable water pipeline from the southern terminus of the Authority's Desoto Regional Transmission Main near the Walmart Distribution Center on U.S. 17 in Desoto County south to connect with the City's Shell Creek Water Treatment Plant on Washington Loop Road, which will be constructed, owned and operated by the Authority.
- 1.20. Phase 1A Pipeline. The Authority's regional pipeline and appurtenant facilities connecting the City's distribution system on US 17 in Cleveland to the Authority Regional Transmission System.
- 1.21. RO Project. New 4 MGD reverse osmosis system at the City's Shell Creek Water Treatment Plant, which will be constructed, owned and operated by the City that will be used to treat brackish groundwater for blending with the City's existing treated surface water facility to meet drinking water quality standards of 500 mg/L TDS at all times.
- 1.22. SWFWMD. The Southwest Florida Water Management District.
- 1.23. TDS. Total Dissolved Solids.
- 1.24. Water Exchange. Available Water agreed to be exchanged on a gallon-for-gallon basis during the course of an Agreement Year to facilitate pipeline readiness or for other mutually acceptable purposes.
- 1.25. Water Meter(s). The water meter(s) located at the Delivery Point(s) that measure all water flowing through the Interconnect(s).
- 1.26. Water Purchase. Available Water agreed to be purchased by either party and paid

for on a unit cost basis for metered quantities delivered.

- 1.27. Water Rate. The unit rate in \$/1000 gallons for water purchased by the City from the Authority or by the Authority from the City through the Interconnect(s). Said rate shall be the distribution pool water rate as adopted in the Authority's annual budget and established by resolution for the Agreement Year and applicable to both Parties.
- 1.28. Water Supply Emergency. A loss or reduction in system capacity caused by drought or a sudden, unexpected, unavoidable interruption in water delivery as declared by the Authority Board of Directors or the City of Punta Gorda City Council.
- 1.29. Water Systems Interconnect and Water Transfer Contract. The Agreement executed between the Authority and the City establishing water delivery, payment and operational protocol for the Phase 1A Pipeline dated September 3, 2013 and as subsequently amended.

2. TERM.

- 2.1 The term of this Agreement shall begin on the date of its complete execution by the Parties (the "Effective Date").
- 2.2 The Agreement shall expire on December 31, 2018 unless extended in writing by both parties or unless terminated as provided for in sections 2.3, 2.4, or 2.5.
- 2.3 If the Conditions Precedent required by section 4 are not met April 30, 2016, this Agreement shall automatically terminate.
- 2.4 If the Authority does not receive Charlotte County's written consent for the Pipeline Project in accord with the Master Water Supply Contract (paragraph

22.2) by February 29, 2016, this Agreement shall automatically terminate.

2.5 If the bids submitted to the Authority for the construction of the Pipeline Project result in the Pipeline Project costs exceeding twelve million dollars (\$12,000,000), this Agreement may be terminated by either party upon written notice to the other party.

3. **PIPELINE PROJECT.** The Authority will construct, own and operate the Pipeline Project. The Authority shall retain 100% of the hydraulic capacity of the Pipeline Project as defined in the Master Water Supply Contract. The Pipeline Project consists of a new transmission pipeline extending from the Authority Regional Transmission System on U.S. 17 near the DeSoto/Charlotte County line south approximately six point three (6.3) miles and connecting with the City Shell Creek WTP on Washington Loop Road. The Pipeline Project will be designed to deliver water from the Authority Regional Transmission System to an existing storage tank at the City Shell Creek WTP. The Pipeline Project will also enable delivery of water from the City Shell Creek WTP to the Authority Regional Transmission System.

4. **CONDITIONS PRECEDENT.** The following are conditions precedent to the Parties' rights, obligations and liabilities under this Agreement:

4.1 The execution of this Agreement by the Authority and the City.

4.2 The execution of a cooperative funding agreement (CFA) by the SWFWMD and the Authority providing for SWFWMD to contribute fifty percent (50%) of the eligible costs of the estimated twelve million dollars (\$12,000,000) cost of the Pipeline Project, with eligible costs provided by the SWFWMD's cooperative funding agreement.

4.3 The execution of the RO CFA by the SWFWMD and the City whereby

SWFWMD contributes fifty percent (50%) of the eligible costs of the estimated thirty-two million dollars (\$32,000,000) cost of the RO Project, with eligible costs provided by the SWFWMD's cooperative funding agreement.

- 4.4 The execution of a funding agreement by the DEP and the City or the DEP, the City and the Authority providing for payment of four million dollars (\$4,000,000) to the City and including expenses associated with the Pipeline Project as a reimbursable expense of the RO Project.

5. **COMMITMENT TO PAY.** The City shall pay the Authority six million dollars (\$6,000,000) toward the cost of the Pipeline Project as follows:

- 5.1 Five hundred thousand dollars (\$500,000) lump sum at such time as SWFWMD executes the RO CFA with the City.
- 5.2 Four million dollars (\$4,000,000) as follows: The Authority anticipates that the Design of the Pipeline Project will begin in January 2016 and construction of the Pipeline Project will begin on or about January 2017, and invoices will be submitted to the City for reimbursement throughout the Pipeline Project timeframe as follows: A) Subject to the receipt of the Appropriation, the City shall pay all invoices submitted by the Authority for Pipeline Project expenses incurred by the Authority up to the full Appropriation amount, which shall be paid within thirty (30) days after the City receives the Authority invoice; or B) Upon agreement of the DEP, the Authority invoices may be sent directly to DEP for reimbursement directly to the Authority under a three party funding agreement between the City, the Authority and the DEP.
- 5.3 Subject to the receipt of funds by the City from SWFWMD for the SWFWMD's cooperative funding commitment, an additional One million five hundred thousand

dollars (\$1,500,000) will be provided by the City to the Authority after the Appropriation funds have been expended on the Pipeline Project expenses as follows: Invoices will be submitted by the Authority for Pipeline Project expenses to the City for reimbursement which such invoices shall be paid by the City up to the amount of one million five hundred thousand (\$1,500,000) within thirty (30) days after the City receives the invoice.

6. **COMMITMENT TO PROVIDE EASEMENTS.** Within one hundred eighty (180) days following execution of this Agreement, the City shall deliver, at no cost to the Authority perpetual non-exclusive utility, ingress/egress and temporary construction easements necessary for the installation and future maintenance of the Pipeline Project and appurtenant facilities. The value of said easements shall not be considered part of the City payment contribution listed in section 5 above.

7. **COMMITMENT TO SUPPLY WATER.** The Authority and City agree to provide treated drinking water in accordance with the Water Systems Interconnect and Water Transfer Contract as follows:

- a. The Authority shall provide Authority Available Water through the Pipeline Project and/or Phase 1A Pipeline at the City's request.
- b. The City shall provide City Available Water through the Pipeline Project and/or Phase 1A Pipeline at the Authority's request.

8. **COMMITMENT TO PURCHASE WATER.** The City and/or Authority agree to the purchase of water in accordance with the Water Systems Interconnect and Water Transfer Contract.

9. **COMMITMENT TO MAINTAIN INTERCONNECTION READINESS.** The Parties agree to maintain a continued readiness-to-serve status for the

Interconnect(s) and Delivery Point(s) through delivery of adequate quantities of Available Water in accordance with the Water Systems Interconnect and Water Transfer Contract between the Parties.

10. COMMITMENT TO AMEND THE WATER SYSTEMS

INTERCONNECT AND WATER TRANSFER CONTRACT. The City and the Authority shall amend the Water Systems Interconnect and Water Transfer Contract no later than ninety (90) days from the Effective Date to include the Interconnect(s) and Delivery Point(s) provided for in this Agreement.

11. WATER QUALITY. The Parties shall deliver water of good and uniform quality to the Delivery Points(s). The water delivered to the Delivery Point(s) shall be stabilized and shall meet all federal, state or regional regulations and orders relating to drinking water without regard to water quality exemptions, variances or similar regulatory relief authorized at the federal, state or regional government level.

12. JOINT EFFORTS. The Parties shall cooperate with regard to the following:

- a. Operation and Maintenance. All Parties shall coordinate operation for the mutual benefit of all Parties.
- b. Pipeline Project Consent. All Parties will request Charlotte County to provide written consent for the Pipeline Project in accord with the Master Water Supply Contract (paragraph 22.2).
- c. Future Planning. The City and Authority will cooperate to evaluate future expansion of the RO Project and explore the potential for additional water supply for the City and Authority.

13. REPRESENTATIONS OF THE PARTIES. The Parties make the

following representations:

- a. Each Party is duly organized and existing in good standing under the laws of the State of Florida and is duly qualified and authorized to carry on the governmental functions and operations as contemplated by this Agreement.
- b. Each Party has the power, authority and legal right to enter into and perform its obligations set forth in this Agreement, and the execution, delivery and performance by it a) has been duly authorized by its governing body; b) does not require any other approvals by any other governmental officer or body; c) does not require any consent or referendum of the voters; d) will not violate any judgment, order, law or regulation applicable to the Party; and e) does not constitute a default under, or result in the creation of, any lien, charge, encumbrance or security interest upon the assets of the Party under any agreement or instrument to which it is a Party or by which the Party and its assets may be found or affected.
- c. This Agreement has been duly entered into and delivered by the respective governing bodies and, as of the date of its full execution by all Parties, constitutes a legal, valid and binding obligation of said Party, fully enforceable in accordance with its terms provided the enforceability thereof may be limited by any applicable bankruptcy, insolvency, reorganization or other similar laws affecting creditors' rights generally, or by the exercise of judicial discretion in accordance with general principles of equity.

d. There is no action, suit or proceeding, at law or in equity, before or by any court or governmental authority, pending or, to the best of the Party's knowledge, threatened against the Party, wherein any unfavorable decision, ruling or finding would materially adversely affect the performance by the Party of its obligations hereunder or the other transactions contemplated hereby, or which, in any way, would adversely affect the validity or enforceability of this Agreement, or any other agreement or instrument entered into by the Party in connection with the transaction contemplated hereby.

14. **NOTICES.** In the event a party hereunder desires or is required to provide any notice to the party, the party desiring or required to provide such notice shall provide it in writing, send it by traceable mail, return receipt requested, postage prepaid or traceable overnight delivery service, to the other party at the addresses listed below:

If to City: Howard Kunik, City Manager
 326 West Marion Avenue
 Punta Gorda, FL 33950

If to Authority: Patrick J. Lehman, Executive Director
 9415 Town Center Parkway
 Lakewood Ranch, Florida 34202

Any change of notification address or person shall be in writing and delivered pursuant to this provision.

15. **DISCLAIMER OF THIRD PARTY BENEFITS.** This Agreement is solely for the benefit of the Parties. No right or cause of action shall accrue upon or by reason hereof inure to or for the benefit of any third party.

16. **ASSIGNMENT.** This Agreement shall be binding on the Parties, their representatives, successors and assigns. Neither Party shall assign this Agreement or the

rights or obligations hereof to any other person or entity without the prior written consent of the other Party.

17. **INDEMNIFICATION.** Neither Party shall indemnify the other Party. Each Party acknowledges that its legal remedy shall be limited to filing suit against the other Party to this Agreement in a court of competent jurisdiction.

18. **APPLICABLE LAW/DISPUTES.** This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida. Any dispute involving litigation between the Parties is subject to all provisions of Chapter 164, Florida Statutes. The Parties agree that venue for any litigation over this Agreement shall be in Charlotte County, Florida, if filed in state court and in the Middle District of Florida if filed in federal court.

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

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

21. **WAIVER.** Unless otherwise specifically provided by the terms of this Agreement, no delay or failure to exercise a right resulting from any breach of this Agreement shall impair such right or shall be construed to be a waiver thereof, but such right may be exercised from time to time and as often as may be deemed expedient. Any

waiver shall be in writing and signed by the Party granting such waiver. If any representation, warranty or covenant contained in this Agreement is breached by any Party and thereafter waived by another Party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive, either expressly or impliedly, any other breach under this Agreement.

22. **AUTHORIZED REPRESENTATIVES.** For purposes of this Agreement, the Parties authorized representatives are as follows: the Authority Executive Director and the City Manager. Any Party may change its authorized representative at any time by written notice to the other Party.

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

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

25. **AMENDMENT.** This Agreement may only be amended by a writing duly executed by the Parties.

26. **ENTIRE AGREEMENT.** This Agreement and exhibits attached shall constitute the entire agreement of the Authority and the City with respect to the Pipeline Project.

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

28. **CONSENTS.** To the extent that the consent of any Party to this Agreement is required as a condition to the action of other Parties, such consent shall not be unreasonably withheld.

29. **RECORDATION OF INTERLOCAL AGREEMENT.** This Agreement shall constitute an interlocal agreement pursuant to Section 163.01, Florida Statutes. A true and correct copy of this Agreement and any subsequent amendments shall be recorded by the Authority with the Clerk of the Circuit Court in Charlotte and Manatee Counties.

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

31. **ATTORNEY FEES.** Should either party employ an attorney or attorneys to enforce any of the provisions of this Agreement, or to protect its interest in any matter arising under this Agreement, or to recover damages for the breach of this Agreement,

each party shall be responsible for its own costs, charges and expenses, including attorneys' fees, expert witness fees, fees and costs on appeal, and the cost of paraprofessionals working under the supervision of an attorney, expended or incurred in connection therewith, whether resolved by out-of-court settlement, arbitration, pre-trial settlement, trial or appellate proceedings. This paragraph does not constitute a waiver of sovereign immunity or extend liability beyond the limits established in Section 768.28, Florida Statutes.

32. **SOVEREIGN IMMUNITY.** The Parties intend to avail themselves to the benefits of Sections 768.28 and 163.01(9)(c), Florida Statutes, and of other statutes and common law governing sovereign immunity to the fullest extent possible. In accordance with Section 163.01(5)(o), Florida Statutes, therefore the City is not jointly liable for the torts of the officers or employees of the Authority, or any other tort attributable to the Authority, and that only the Authority shall be liable for torts attributable to it or for torts of its officers or employees, and then only to the extent of the waiver of sovereign immunity or limitation of liability specified in Section 768.28, Florida Statutes. Similarly, under Section 163.01(5)(o), Florida Statutes, therefore the Authority is not jointly liable for the torts of the officers or employees of the City, or any other tort attributable to the City, and that only the City shall be liable for torts attributable to it or for torts of its officers or employees, and then only to the extent of the waiver of sovereign immunity or limitation of liability specified in Section 768.28, Florida Statutes. The Parties intend the Authority and the City to have all the privileges and immunities from liability and exemptions from laws, ordinances, rules and common law which apply to the municipalities of the State of Florida. Nothing in this Agreement is intended to inure to the benefit of any third-party for the purposes of allowing any

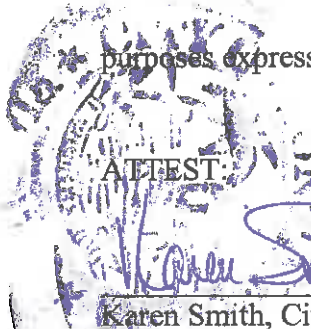

claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

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

34. **EXECUTION OF AGREEMENT.** This Agreement shall be executed in two duplicate originals, any of which shall be regarded for all purposes as an original and all of which shall constitute one and the same instrument.


IN WITNESS WHEREOF, the Parties have executed this Agreement for the

purposes expressed.


ATTEST:


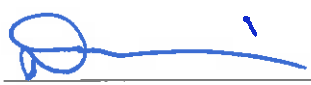
Karen Smith, City Clerk

CITY OF PUNTA GORDA, FLORIDA





Carolyn Freeland, Mayor

APPROVED AS TO FORM:

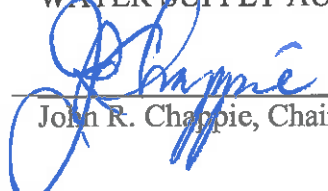


David Levin
City Attorney for Punta Gorda


ATTEST:



Patrick J. Lehman, Executive Director

PEACE RIVER/MANASOTA REGIONAL
WATER SUPPLY AUTHORITY



John R. Chappie, Chair

APPROVED AS TO FORM:



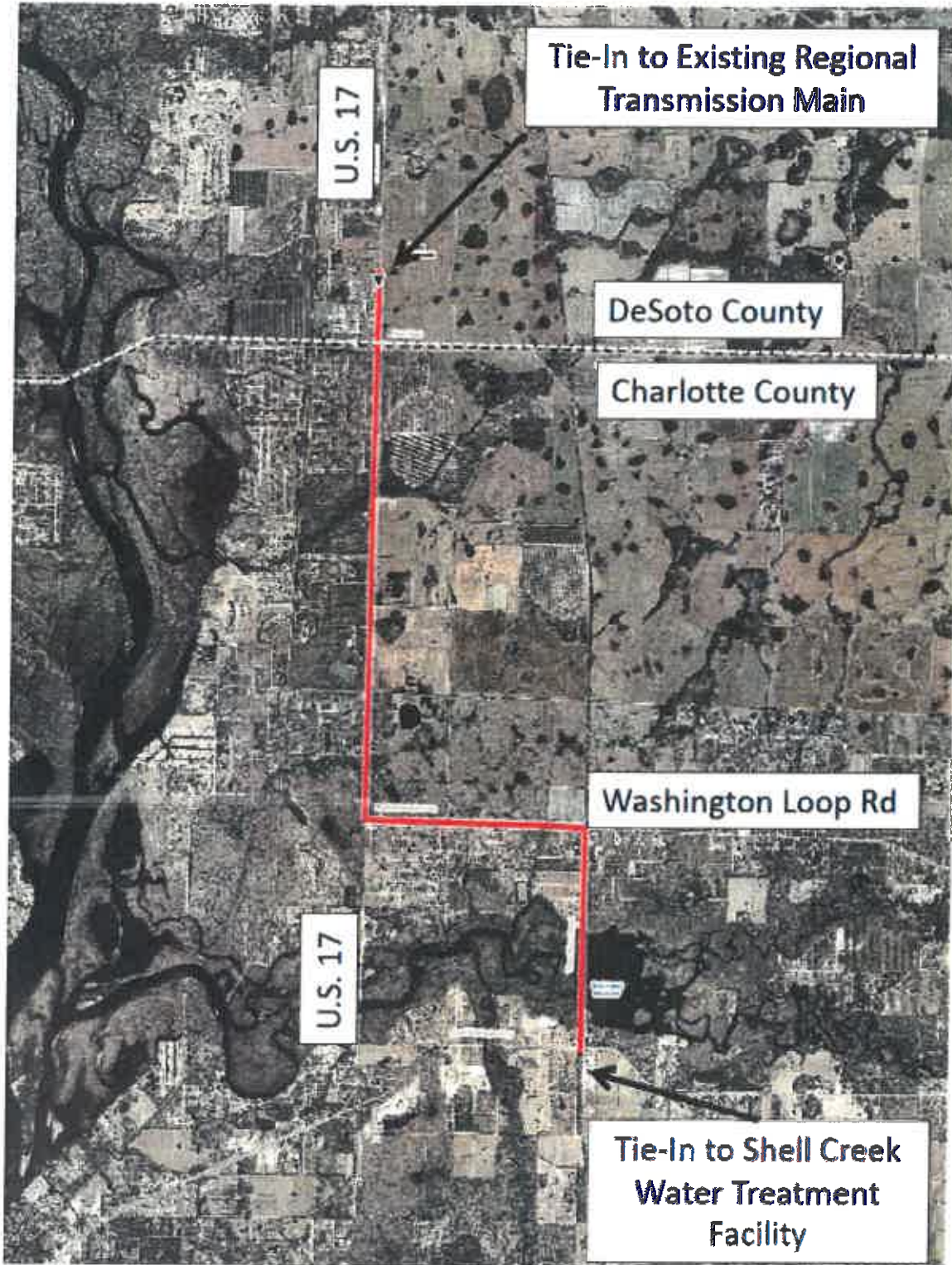
Douglas Manson, General Counsel for the
Peace River/Manasota Regional Water Supply Authority

BOARD APPROVED

DEC - 2 2015

**Peace River Manasota
Regional Water Supply Authority**

**Phase 1 Interconnect
Proposed Pipeline Route
(U.S. 17 to Punta Gorda)**



TAB B
Amendment 1 to the 2015 Interlocal Agreement

**FIRST AMENDMENT
TO INTERLOCAL AGREEMENT FOR PHASE 1 REGIONAL
INTERCONNECT BETWEEN
THE PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
AND THE CITY OF PUNTA GORDA**

This FIRST AMENDMENT is entered into this 5th day of December, 2018, by and between the Peace River Manasota Regional Water Supply Authority (“Authority”), an independent special district created pursuant to Section 373.1962, Florida Statutes, now found in Section 373.713, Florida Statutes, and Section 163.01, Florida Statutes, acting by and through its governing Board of Directors, whose address is 9415 Town Center Parkway, Lakewood Ranch, Florida 34202, and the City of Punta Gorda (“City”), a Florida municipal corporation, acting by and through its governing City Council, whose address is 326 Marion Avenue, Punta Gorda, Florida 33950, and collectively known as the “Parties”.

W I T N E S S E T H :

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

WHEREAS, the Authority and City entered into the Interlocal Agreement for Phase 1 Regional Interconnect between the Peace River Manasota Regional Water Supply Authority and the City of Punta Gorda effective December 2, 2015 (“Agreement”), which provided for the construction of the Phase 1 pipeline (“Pipeline Project”); and

WHEREAS, the conditions precedents in the Agreement were timely met; and

WHEREAS, Section 2.2 of the Agreement provides for an expiration date of December 31, 2018 unless otherwise extended in writing by the Parties and Section 5.2 includes the anticipated start dates of the design and construction of the Pipeline Project; and

WHEREAS, Section 25 of the Agreement provides that it may only be amended by a writing duly executed by the Parties; and

WHEREAS, the Parties wish to extend the term of the Agreement and the design and construction dates.

NOW THEREFORE, in consideration of the mutual terms and covenants and

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
December 5, 2018

CONSENT AGENDA
ITEM 8

Closed Door Attorney - Client Session

Recommended Action -

Motion to conduct Closed Door Attorney – Client Session pursuant to Section 286.011(8), Florida Statutes, on December 5, 2018 @ 11:30 a.m. (or as soon thereafter) to be convened in Charlotte County Administrative Conference Room (5th Floor) to discuss settlement negotiations and/or strategy related to litigation expenditures covering the DOAH hearing captioned Polk Regional Water Cooperative (Case No. 18-3276), Polk County (Case No. 18-3278), City of Bartow (Case No. 18-3280), City of Ft. Meade (Case No. 18-3282), City of Lakeland (Case No. 18-3283), City of Wauchula (Case No. 18-3288) and City of Winter Haven (Case No. 18-3289) vs. Peace River Manasota Regional Water Supply Authority and Southwest Florida Water Management District.

Based on the seven petitions requesting formal administrative hearings that have been filed with the Southwest Florida Water Management District associated with the issuance of the Authority’s Water Use Permit 20010420.010, Mr. Manson advised the Board of Directors at their October 5, 2018 meeting that a closed door attorney-client session is needed to discuss settlement negotiations and/or strategy related to litigation expenditures. The closed door attorney-client session will be attended by the following: Board members Maio, Langford, Doherty and Trace, Executive Director Patrick Lehman, General Counsel Douglas Manson, and a court reporter.

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
December 5, 2018

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.

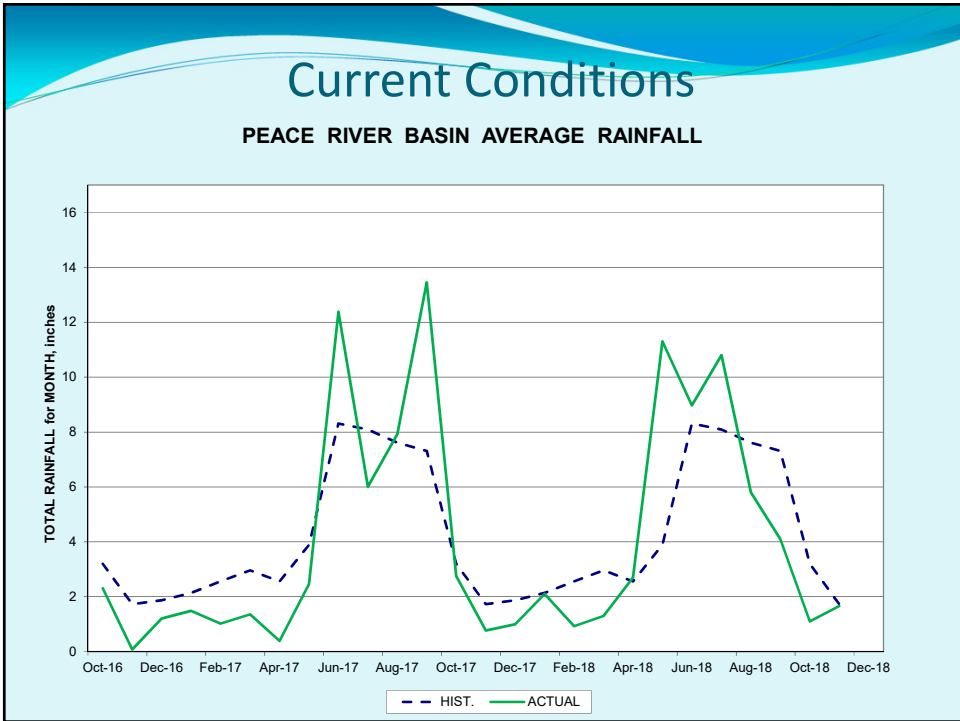
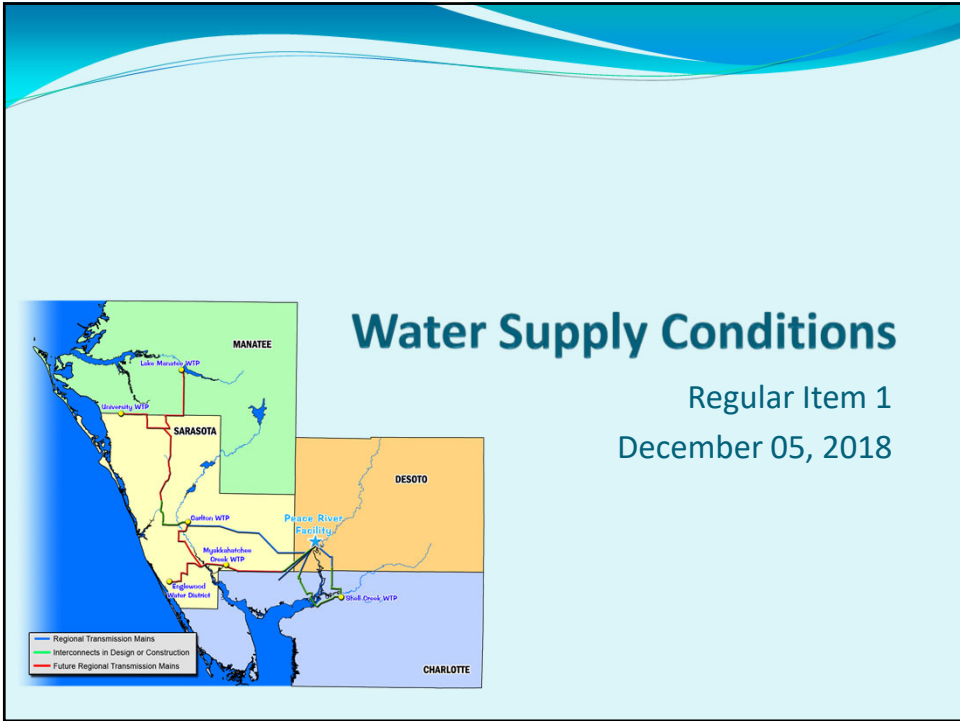
Water Supply Conditions at the Peace River Facility as of November 15, 2018.

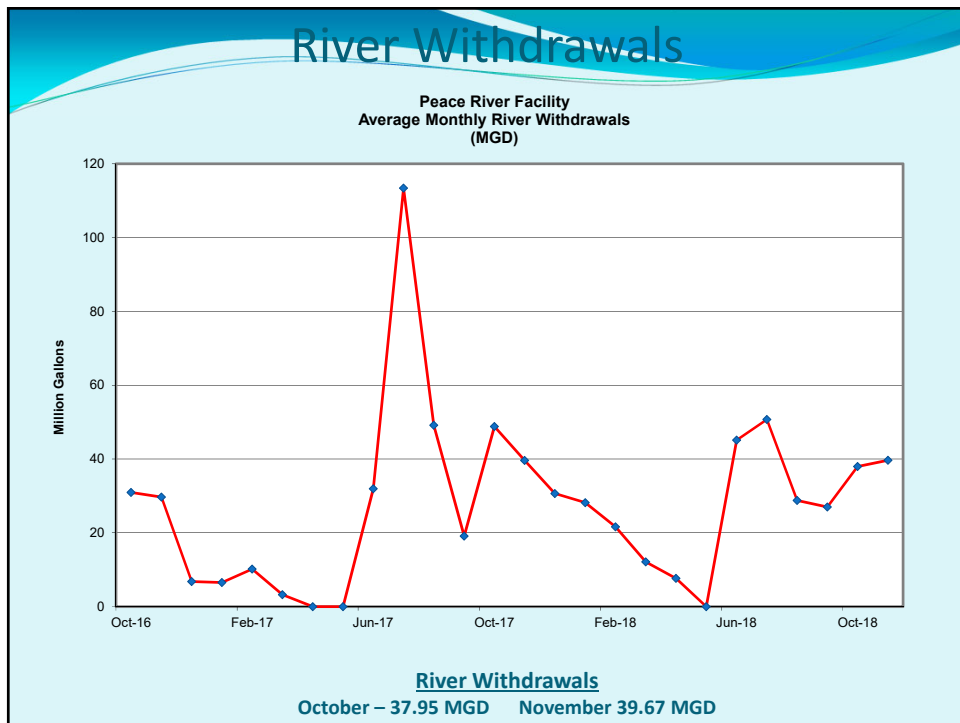
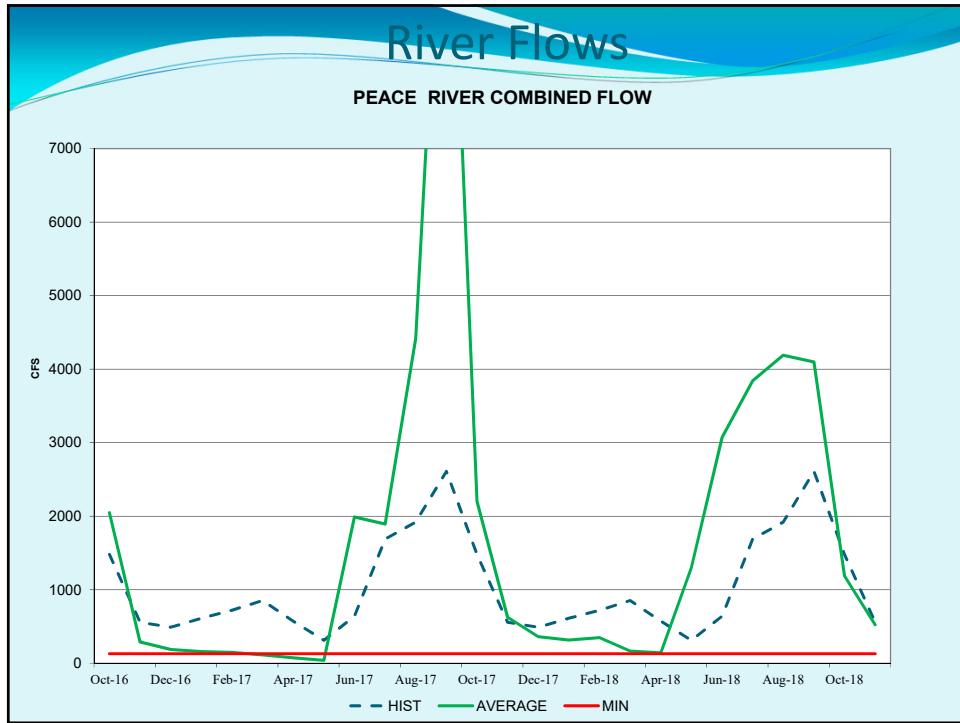
- Water Supply Quantity: Excellent
- Treated Water Quality: Excellent

November Water Demand	24.32 MGD
November River Withdrawals	39.67 MGD
<u>Storage Volume:</u>	
Reservoirs	6.71 BG
ASR	<u>7.81 BG</u>
Total	14.52 BG

Attachments:

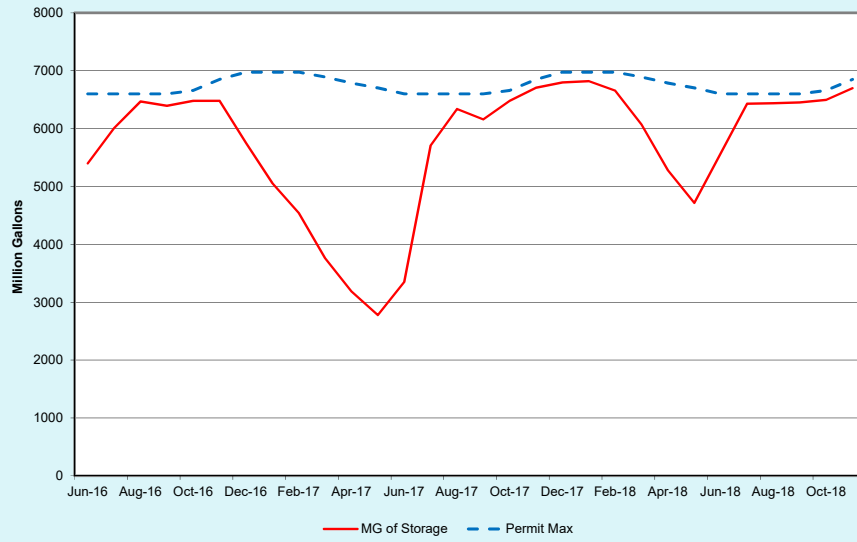
Presentation Materials





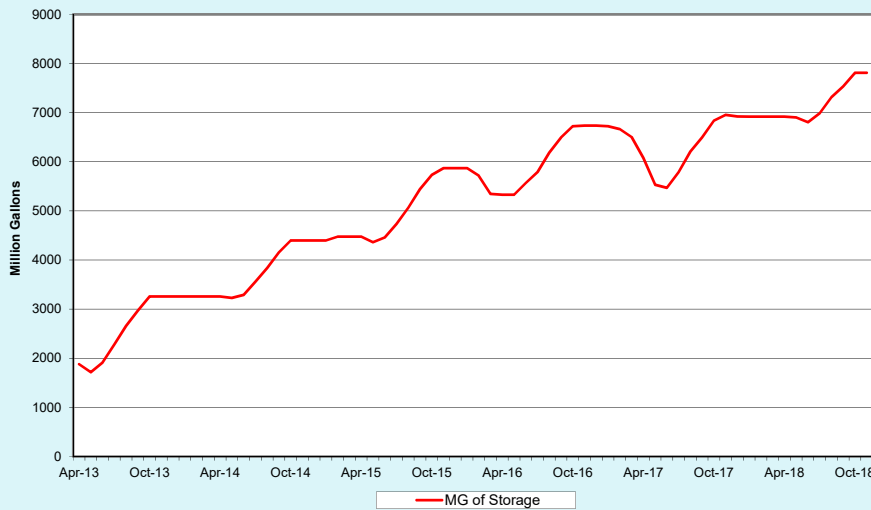
Surface Water Storage

Peace River Facility Reservoir System Storage



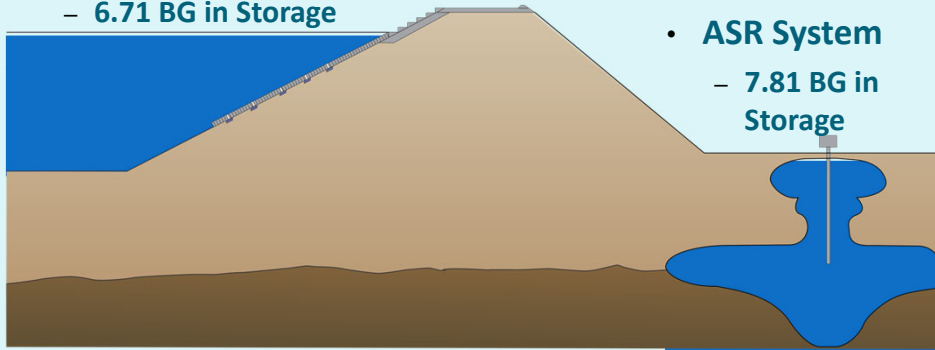
ASR Storage

Peace River Facility ASR System Storage



Supply Conditions November 2018

- **Raw Water Reservoirs**
– 6.71 BG in Storage



- **ASR System**
– 7.81 BG in Storage

Total Available Storage – 14.52 BG

Regional Water Production and Use October 2018

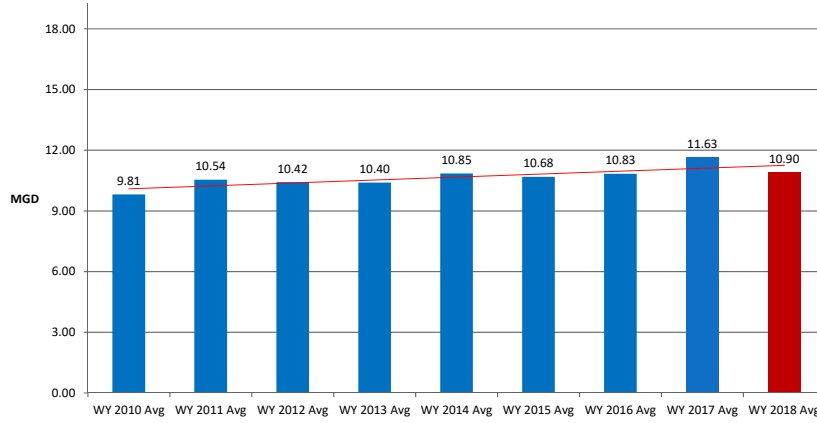


Source	Capacity [MGD]	October 2018 [MGD]
Authority System	34.70	21.50
County & City Facilities	69.97	41.05
Total Capacity & Production	104.7	62.55
Export to Non Authority Customers	NA	(3.43)
Authority Customer Total Water Use	104.7	59.12

Charlotte County

Source	Capacity [MGD]	WY 2018 [MGD]	% UTILIZED
Peace River Facilities	16.10	10.48	65%
Charlotte Self Supply	3.17	0.42	13%
TOTAL	19.27	10.90	57%

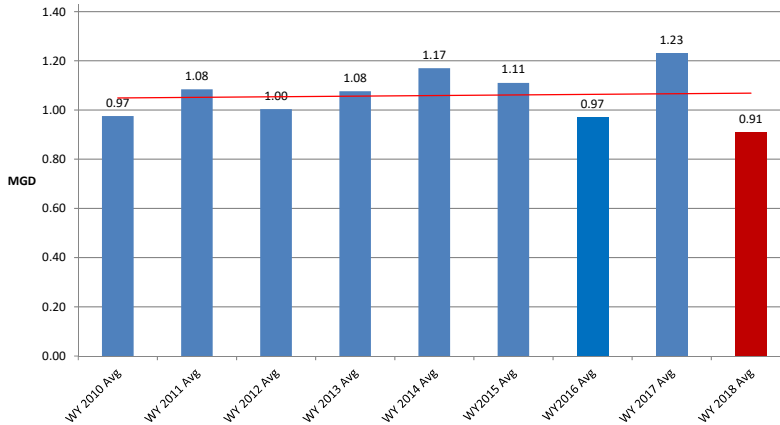
ANNUAL AVERAGE USAGE



Desoto County

Source	Capacity [MGD]	WY 2018 [MGD]	% UTILIZED
Peace River Facilities	0.675	0.61	90%
Desoto Self Supply	0.75	0.30	40%
TOTAL	1.425	0.91	64%

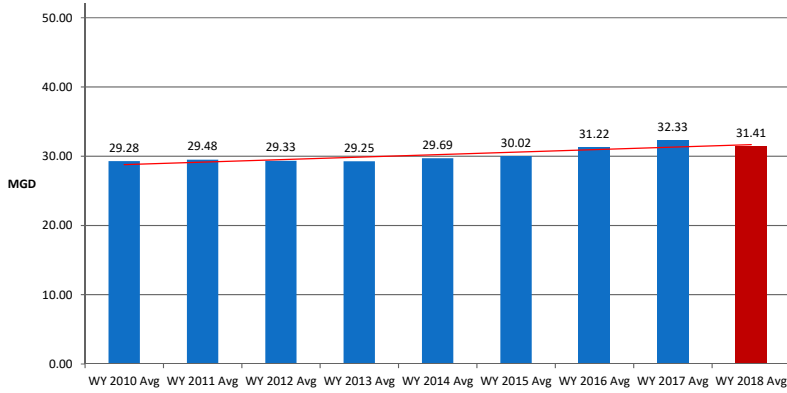
ANNUAL AVERAGE USAGE



Manatee County

Source	Capacity [MGD]	WY 2018 [MGD]	% UTILIZED
Manatee Self Supply	52.00	31.41	60%
Export to Sarasota Co.	NA	4.33	8%
Export to Others	NA	3.56	7%
TOTAL	52.00	39.30	75%

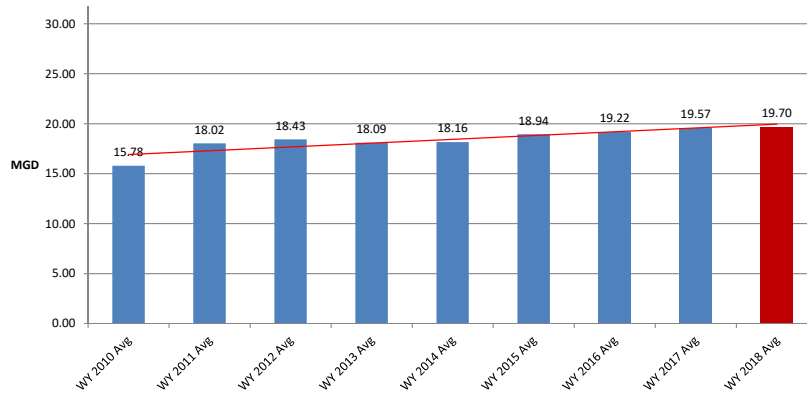
ANNUAL AVERAGE USAGE



Sarasota County

Source	Capacity [MGD]	WY 2018 [MGD]	% UTILIZED
Peace River Facilities	15.06	12.47	83%
Import from Others	8.00	4.03	50%
County Self Supply	10.52	2.88	27%
TOTAL	33.58	18.04	54%

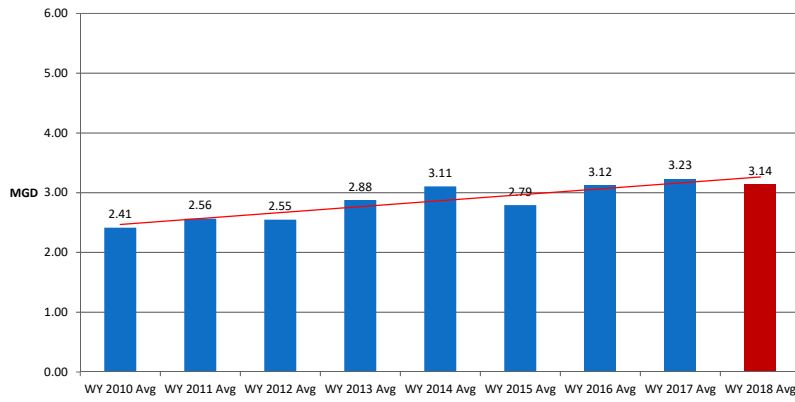
ANNUAL AVERAGE USAGE



North Port

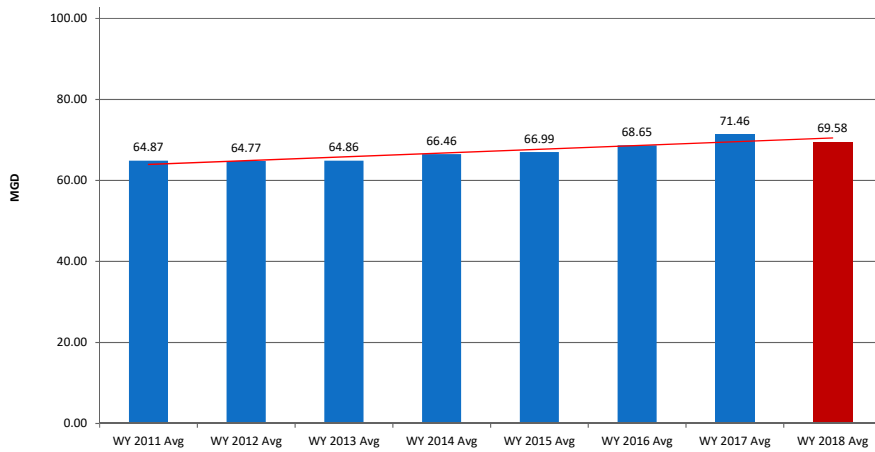
Source	Capacity [MGD]	WY 2018 (MGD)	% UTILIZED
Peace River Facilities	2.865	0.94	33%
North Port Self Supply	3.30	2.15	65%
Water Exchanged	N/A	0.05	
TOTAL	6.165	3.14	51%

ANNUAL AVERAGE USAGE



Regional Demand

REGIONAL ANNUAL AVERAGE



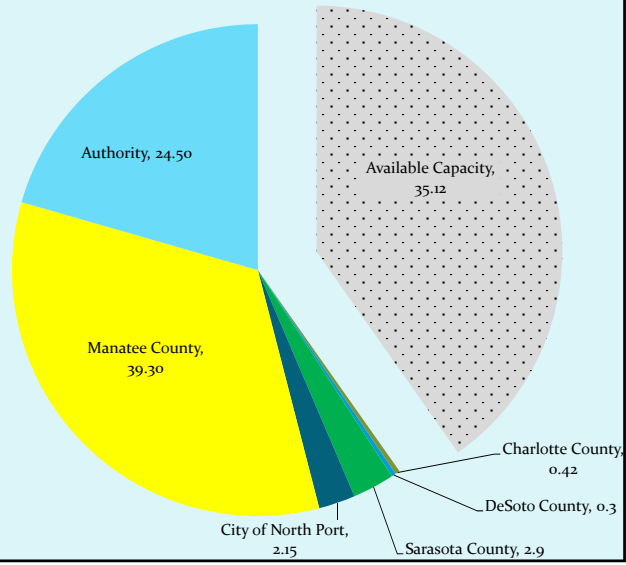
Regional Utilization WY 2018

104.7 MGD
Available

69.58 MGD
Used

35.12 MGD
Available

66.5 %
Utilized



Questions?



PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
December 5, 2018

REGULAR AGENDA
ITEM 2

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

Presenter - Ford Ritz, Project Manager

Recommended Action - **Motion** to approve and authorize Executive Director to execute construction contract for the Regional Integrated Loop System Phase 1 Interconnect Project to Reynolds Construction, LLC for an amount not-to-exceed \$8,228,000.

Motion to approve and authorize Executive Director to execute 'Work Order No. 3 – Construction Phase Services' with King Engineering Associates Inc. for the Regional Integrated Loop System Phase 1 Interconnect Project for an amount not-to-exceed \$897,470.

Motion to approve 4 Stipulated Order of Taking and Final Judgement(s) which collectively provide 3 temporary construction and 3 permanent utility easements necessary for the Phase 1 Regional Interconnect with a collective cost of \$171,717.50.

a. Construction Contract with Reynolds Construction, LLC.

In accordance with the Procurement Policy and Board prequalification of bidders, bids were solicited for the Regional Integrated Loop System Phase 1 Interconnect Project on October 4, 2018. The engineer's cost estimate was \$10,556,000. Five bids were received on November 7, 2018 ranging from a low of \$8,228,000 to a high of \$10,806,100. Staff recommends award of the contract to Reynolds Construction, LLC. The bid includes an Owner's Allowance of \$500,000 to be used, as may be needed, at the discretion of the Executive Director. The project is scheduled for completion in spring 2020.

b. Work Order for Construction Phase Services with King Engineering Associates Inc.

Work Order No. 3 for 'Construction Phase Services' has been negotiated with King Engineering Associates Inc. for a cost of \$ 897,470 which includes a 5% Owner's Allowance of \$ 42,737 for use by the Executive Director in the event of out-of-scope work. Staff recommends award of the work order to King Engineering Associates, Inc.

c. Approval of Property Settlement Actions

Four (4) Stipulated Order of Taking and Final Judgement(s) have been negotiated on remaining properties needed for construction of the Phase 1 Regional Interconnect project. These will result in three (3) temporary construction easements and three (3) permanent utility easements at a cost of \$171,717.50. The included instruments are finalized with respect to cost but are subject to final review by counsel as to

***PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
December 5, 2018***

terms and conditions. Staff recommends Board approval of these settlement actions as to cost with authorization for counsel to proceed for property acquisition.

Budget Action: No action needed.

Attachments:

Tab A Supporting Documents for the Construction Contract Award

Tab B Supporting Documents for the Construction Phase Engineering Services Award

Tab C Supporting Documents for the Four (4) Stipulated Orders of Takings and Final Judgement(s)

TAB A
Supporting Staff Memorandum
Invitation to Bid
Notice of Intended Decision
Engineer's Letter of Recommendation
Construction Agreement

MEMORANDUM

DATE: December 5, 2018

TO: Patrick Lehman, Executive Director

FROM: Ford Ritz, Project Manager

RE: Regional Integrated Loop System Phase 1 Interconnect Project
[U.S. 17 to Punta Gorda] - Award to Reynolds Construction, LLC

Recommendation

Staff recommends award of the construction contract for the Regional Integrated Loop System Phase 1 Interconnect Project [U.S. 17 to Punta Gorda] to the lowest responsive, responsible bidder, Reynolds Construction, LLC, in an amount not to exceed \$8,228,000. This contract price includes a \$500,000 Owners allowance for out-of-scope work as may be needed.

Project Narrative

In accordance with the Procurement Policy and Board prequalification of bidders, this project was advertised for bids on October 4, 2018. A mandatory pre-bid meeting was held onsite on October 11, 2018. Five (5) bids were timely received and opened on November 7, 2018. The bids ranged from a low of \$8,228,000 to a high of \$10,806,100 with the spread between the three lowest bids being less than 5%. The Engineer's opinion of probable construction cost was \$10,556,000, however, this estimate was formulated during a period of uncertainty about how proposed tariffs might impact material costs when, in fact, ductile iron pipe prices actually declined slightly this summer.

The Engineer, King Engineering Associates, Inc., verified the bids. The Notice of Intended Decision was posted on November 16, 2018. No protests or complaints have been received and the window for any such protests has closed. The bids are valid for 130 days and will expire in mid-February, 2019 if not acted upon. The project is scheduled for completion in spring 2020. A summary of the schedule from bidding to project completion date is shown below.

Schedule Discussion - Project Timeline

Oct. 4, 2018	Issued Invitation to Bid (advertisement)
Oct. 11, 2018	Mandatory Pre-Bid Meeting
Nov. 7, 2018	Bids received from 5 construction firms
Nov. 15, 2018	Received Engineer's Letter of Recommendation
Nov. 16, 2018	Published Notice of Intent to Award
Dec. 5, 2018	Board consideration of Contract Award and Execution of Agreement

INVITATION TO BID

Peace River Manasota Regional Water Supply Authority Regional Integrated Loop System Phase 1 Regional Interconnect Project

The Peace River Manasota Regional Water Supply Authority (“Owner”) is requesting sealed bids for the Regional Integrated Loop System Phase 1 Regional Interconnect Project (the “Project”) addressed to the attention of the Purchasing Director at the Owner’s Administrative Office at the address listed below no later than 2:00 p.m. EST on November 7, 2018:

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

At said place and time, and promptly thereafter, all Bids that have been duly received in accordance with the Bid Documents, as described on page 2 of this Invitation to Bid, will be publicly opened and read aloud. Bids received after 2:00 p.m. EST on November 7, 2018 will remain unopened.

DESCRIPTION OF WORK

The Project to be bid on is located in DeSoto and Charlotte Counties. The Project is generally described as the construction of a six mile long regional transmission main carrying potable water. The pipeline route is generally from the DeSoto County South Booster Pump Station near the DeSoto/Charlotte County line, runs south along the eastern side of U.S. Highway 17, turns east on Washington Loop Road, south along the eastern side of Three Rivers Road, crosses Shell Creek and continues south to the City of Punta Gorda Shell Creek Water Treatment Facility (“Shell Creek Water Treatment Facility”). The Project includes the following work:

- Construction of approximately six (6) miles of 24-inch diameter transmission main, including a 3,500-ft +/- subaqueous crossing of Shell Creek via horizontal directional drill.
- Construction of a new meter assembly near the Shell Creek Water Treatment Facility.
- Minor modifications to the Shell Creek Water Treatment Facility.

The Project may also include a new meter assembly and pipeline modifications at the DeSoto County South Booster Pump Station site, if elected to be included by the Owner under Alternate 1 and 2.

PRE-BID CONFERENCE

A mandatory Pre-Bid Conference will be held on October 11, 2018 beginning at 10:00 a.m. EST at the Peace River Water Treatment Facility, Water Quality Training Facility, located at 8998 SW County Road 769 Arcadia, Florida 34269. All prequalified Prime Contractor Bidders are required to attend, participate in the conference and comply with the Instructions to Bidders as it relates to the conference. Note: Attendance at this meeting is required for Prime Contractors only; Prequalified Horizontal Directional Drilling Subcontractors are welcome to attend, but for them, attendance is not required.

BID DOCUMENTS

Bids will be accepted only from Bidders that have been previously been prequalified by the Owner for this Project. Bids shall be submitted in accordance with the Instructions to Bidders using the various forms included in the Bid Documents. The Bid Documents include Contract Documents, Technical Specifications, and Drawings. Geotechnical reports will also be available for download. A copy of the Bid Documents is available for downloading at no charge under the Procurement tab at the Owner's website (www.regionalwater.org) or by contacting Rachel Kersten via e-mail at peaceriver@regionalwater.org or at the phone number provided for the Administrative Office above.

All technical or procedural questions related to this Invitation to Bid shall be directed in writing to Ford Ritz, PE, Project Manager, via email at fritz@regionalwater.org. Questions asked/answered will be periodically posted to the Owner's website. The final cut-off date/time for all questions shall be October 17, 2018 at 5:00 p.m. EST. Questions received after the cut-off date/time for all questions will go unanswered.

The Owner shall not be responsible for oral interpretations given by any employee, representative, or others. The issuance of a written addendum or the posting of questions asked/answered are the only official method whereby interpretation, clarification, or additional information can be given. It is the responsibility of the Bidders to periodically check the Owner's website to insure they are aware of the latest Bid Document information, any changes to schedule, or other key developments. It shall be the responsibility of the Bidder, prior to submitting a bid, to either contact the Owner's Purchasing Director at (941) 316-1776 or to check the website to determine if addenda were issued and to make such addenda a part of its Bid.

Dated October 4, 2018

Patrick J. Lehman, Executive Director
Peace River Manasota Regional Water Supply Authority

**NOTICE OF INTENDED DECISION FOR AWARD OF CONTRACT -
PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
REGIONAL INTEGRATED LOOP SYSTEM
PHASES 1 INTERCONNECT PROJECT [U.S. 17 to PUNTA GRDA]**

Recommended Action -

Accept bid and award contract to lowest responsible and responsive bidder, Reynolds Construction, LLC, in the total amount of \$8,228,000.00 for the Peace River Manasota Regional Water Supply Authority, Regional Integrated Loop System Phase 1 Interconnect Project.

Bids were requested and five (5) bids were received from pre-qualified Bidders, by the bid deadline on November 7, 2018. All five (5) bids were in accordance with the contract bid documents. Below is a Bid tabulation summary of bids received:

Company	Amount
Reynolds Construction, LLC	\$8,228,000.00
Garney Companies, Inc.	\$8,586,900.00
Metro Equipment Service, Inc.	\$8,630,700.00
Woodruff and Sons, Inc.	\$10,194,642.88
Westra Construction, Corp.	\$10,806,100.00

Staff recommends the Authority Board of Directors accept the bid and award a contract to the lowest responsible and responsive bidder, Reynolds Construction, LLC, in the total amount of \$8,228,000.00 for the Peace River Manasota Regional Water Supply Authority, Regional Integrated Loop System Phase 1 Interconnect Project at the Authority Board meeting on December 5, 2018. Protests of this Notice of Intended Decision shall be in conformance with the Owners Procurement Policy which is available for review at www.regionalwater.org [on the Procurement tab] and during business hours at the Peace River Manasota Regional Water Supply Authority, 9415 Town Center Parkway, Lakewood Ranch, Florida 34202.

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

Posted: November 15, 2018

SERVICES

Civil Engineering
Environmental Engineering
Transportation Planning & Engineering
Water Resources
Land Planning
Ecological Services
Surveying & Mapping
Construction Management
GIS Mapping
Landscape Architecture
(FL #LC26000183)

OFFICE LOCATIONS

FLORIDA

Tampa
Miami
Sarasota

TEXAS

Austin

November 14, 2018

Mr. Patrick J. Lehman, P.E.
Executive Director
Peace River Manasota Regional WSA
9415 Town Center Pkwy
Lakewood Ranch, FL 34202

Re: Regional Integrated Loop System
Phase 1 Interconnect Project
Bid Award Recommendation

Dear Mr. Lehman:

Bids for the above referenced project were received on November 7, 2018. Five of the six pre-qualified contractors submitted bids. King has reviewed each of these bids for completeness and accuracy.

Based on the information provided to King for review and in consideration of the terms and conditions set forth in the Contract Documents, King recommends that the Phase 1 Interconnect Project be awarded to the lowest responsive, responsible bidder, Reynolds Construction, LLC, in the amount of \$8,228,000.00. A Bid Tabulation is attached for your reference.

If you have any questions or need additional information, please feel free to call me at (813) 880-8881.

Sincerely,



Thomas A. Traina, P.E.
Sr. Project Manager

Enclosures

cc:

Ford Ritz, P.E., PRMRWSA
Mike Coates, P.G., PRMRWSA
Kevin Morris, P.E., PRMRWSA
File 8961-005-001

4921 Memorial Highway
One Memorial Center
Suite 300
Tampa, Florida 33634
phone 813.880.8881
fax 813.880.8882

Peace River Manasota Regional Water Supply Authority
Regional Integrated Loop System Phase 1 Interconnect Project
Bid Tabulation
Bids Received: November 7, 2018

ITEM NO.	DESCRIPTION OF ITEMS	EST. QTY.	UNIT	Reynolds Construction, LLC		Garney Companies, Inc.		Metro Equipment Service, Inc.		Woodruff & Sons, Inc.		Westra Construction Corp.											
				TOTAL AMOUNT		TOTAL AMOUNT		TOTAL AMOUNT		TOTAL AMOUNT		TOTAL AMOUNT		TOTAL AMOUNT									
1	24-inch Ductile Iron Transmission Main by Open Cut	29,300	LF	\$	3,896,900	\$	4,395,000	\$	4,512,200	\$	4,888,998.00	\$	5,303,300										
2	Transmission Main by Horizontal Directional Drill	1	LS	\$	1,935,000	\$	1,940,000	\$	1,992,000	\$	2,140,688.34	\$	2,400,000										
3	Air Valve Assemblies																						
	a. 2-inch CAV	17	EA	\$	54,400	\$	71,400	\$	51,000	\$	122,629.33	\$	170,000										
	b. 6-inch CAV	2	EA	\$	13,630	\$	24,000	\$	18,000	\$	34,428.72	\$	40,000										
4	Line Valve Assemblies																						
	a. 24-inch BFV	8	EA	\$	70,800	\$	52,000	\$	96,000	\$	65,298.72	\$	80,000										
5	Blow-Off Assemblies	11	EA	\$	70,950	\$	88,000	\$	33,000	\$	96,732.24	\$	110,000										
6	Inspection Manholes	2	EA	\$	1,370	\$	25,000	\$	18,000	\$	43,083.18	\$	40,000										
7	Jack and Bore Crossings																						
	a. Washington Loop Road North	1	LS	\$	92,500	\$	115,000	\$	110,000	\$	118,153.89	\$	160,000										
	b. Dam Access Road	1	LS	\$	55,000	\$	85,000	\$	80,000	\$	88,900.96	\$	110,000										
	c. Washington Loop Road South	1	LS	\$	37,200	\$	49,000	\$	40,000	\$	52,865.03	\$	60,000										
8	Additional Bedding and Backfill	1,500	CY	\$	50,625	\$	12,000	\$	1,500	\$	61,650.00	\$	45,000										
9	DeSoto County South Booster Pump Station Connection	1	LS	\$	67,200	\$	90,000	\$	75,000	\$	100,645.70	\$	90,000										
10	Shell Creek Meter Station	1	LS	\$	605,000	\$	425,000	\$	200,000	\$	716,583.94	\$	700,000										
11	Shell Creek Facility Modifications	1	LS	\$	152,000	\$	160,000	\$	300,000	\$	211,716.76	\$	180,000										
12	Pressure Testing, Flushing and Disinfection	1	LS	\$	88,500	\$	40,000	\$	15,000	\$	223,733.12	\$	226,000										
13	Asphalt Overlay	7,100	SY	\$	118,925	\$	56,800	\$	142,000	\$	51,972.00	\$	56,800										
14	Maintenance of Traffic (MOT)	1	LS	\$	61,000	\$	60,000	\$	30,000	\$	180,638.98	\$	65,000										
15	Mobilization	1	LS	\$	287,000	\$	328,700	\$	347,000	\$	425,923.97	\$	400,000										
16	Permit Allowance	1	LS	\$	20,000	\$	20,000	\$	20,000	\$	20,000	\$	20,000										
17	Owner's Allowance	1	LS	\$	500,000	\$	500,000	\$	500,000	\$	500,000	\$	500,000										
18	Charlotte County Inspection Allowance	1	LS	\$	50,000	\$	50,000	\$	50,000	\$	50,000	\$	50,000										
				PROPOSED TOTAL CONTRACT PRICE \$				\$				\$											
				8,228,000				8,586,900				8,630,700				10,194,642.88				10,806,100			

CONSTRUCTION CONTRACT

THIS CONSTRUCTION CONTRACT (the “Agreement”) is by and between Peace River Manasota Regional Water Supply Authority, 9415 Town Center Parkway, Lakewood Ranch, FL 34202 (“Owner”) and _____ (“Contractor”).

Owner and Contractor, in consideration of the mutual covenants set forth herein, agree as follows:

ARTICLE 1 – WORK

- 1.1 Contractor shall complete all Work as specified or indicated in the Contract Documents.
- 1.2 The Work is generally described as follows:
 - Construction of approximately 6 miles of 24-inch diameter transmission main, including a 3,500-ft +/- subaqueous crossing of Shell Creek via horizontal directional drill.
 - Construction of a new meter assembly near the City of Punta Gorda’s Shell Creek Water Treatment Facility and minor modifications to the Shell Creek Water Treatment Facility.
 - Construction of a new meter assembly and pipeline modifications at the DeSoto County South Booster Pump Station site, if elected to be included by the Owner under Alternate 1 and 2.

ARTICLE 2 – THE PROJECT

- 2.1 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Construction of the Regional Integrated Loop System Phase 1 Interconnect Project.

ARTICLE 3 – ENGINEER

- 3.1 The Project has been designed by King Engineering Associates, Inc., 2930 University Parkway, Sarasota, Florida 34243 (“Engineer”), which is to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

- 4.1 *Time of the Essence*
 - A. All time limits for Milestones, if any, Substantial Completion, Final Completion, and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.2 *Substantial Completion*

- A. Contractor shall achieve Substantial Completion of the Work within 425 calendar days from the date on which Owner issues Contractor a Notice to Proceed.
- B. The term Substantial Completion shall mean the time at which the Work has progressed to the point where, in the opinion of Engineer, the pipeline, subaqueous crossing of Shell Creek, meter and control valve assemblies, yard piping and valves, and mechanical, electrical, instrumentation, and control equipment are installed and operating and the Work is otherwise sufficiently complete, in accordance with the Contract Documents, so that the Work can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.

4.3 *Final Completion*

- A. Contractor shall achieve Final Completion of the Work within 455 calendar days from the date on which Owner issues Contractor a Notice to Proceed. In the event the Project is not Substantially Complete within 425 calendar days from the Notice to Proceed date, the allowable period between Substantial Completion (date when reached) and Final Completion is (30) calendar days.
- B. The term Final Completion means the time at which the Work has progressed to the point where, in the opinion of the Engineer, the Work, including all “punch list” items, is fully and finally completed in a good and workmanlike manner, in accordance with the Contract Documents and free of all defects and deficiencies; and all required final governmental inspections and approvals have been obtained.

4.4 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in the Contract Documents, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay as follows:
 - 1. In the event Contractor fails to achieve Substantial Completion of the Work within the time specified in Paragraph 4.2 above, Contractor shall be required to pay Owner the sum of \$2,500.00 per day for each and every calendar day elapsing after the time specified in Paragraph 4.2 above, until the Contractor has achieved Substantial Completion.
 - 2. In the event Contractor fails to achieve Final Completion of the Work within (30) calendar days of the Date of Substantial Completion, Contractor shall be required to pay Owner the sum of \$800.00 per day for each and every calendar day in

excess of the allowable 30 calendar days until the Contractor has achieved Final Completion.

- 4.5 In the event Contractor fails to achieve Final Completion of the Work within the time specified in Paragraph 4.3 above, the Owner shall also have the right to:
- A. Terminate the Contractor without further notice;
 - B. Complete any of the remaining items and backcharge Contractor for all costs incurred; and,
 - C. Exercise all other rights and remedies available at law or in equity.

ARTICLE 5 – CONTRACT PRICE

- 5.1 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the Contract Price indicated below: (subject to adjustment on the basis of actual measurements and quantities accepted by Engineer in connection with Work listed in Contractor’s Bid Form):
CONTRACT PRICE:

	\$
(Total in Words)	(Numerals)

- 5.2 All specific cash allowances are included in the above price in accordance with Paragraph 11.02 of the General Conditions and as modified by the Supplementary Conditions.
- 5.3 The Contract Price includes a Contingency Allowance for Owner in the amount of \$500,000.00 that will be for the sole use of the Owner and which will be used or applied at the sole direction of Owner. Owner’s Executive Director may, by issuing or approving a change order, use or apply the Contingency Allowance for Owner to cover unanticipated costs.
- 5.4 The Contract Price also includes a Permit Allowance in the amount of \$20,000.00. Payment of costs incurred under allowances is in accordance with Section 01150 Measurement and Payment.
- 5.5 The Contract Price also includes a Charlotte County Inspection Allowance in the amount of \$50,000.00. Payment of costs incurred under allowances is in accordance with Section 01150 Measurement and Payment.

ARTICLE 6 – PAYMENT PROCEDURES

- 6.1 *Submittal and Processing of Payments*
- A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions and as modified by the Supplementary Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions and as modified by the Supplementary Conditions.

6.2 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by Engineer during performance of the Work as provided below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions.
1. Prior to Contractor achieving 50% completion of the Work, progress payments will be made in an amount equal to 90% percent of Work completed (with the balance of 10% being withheld as retainage); but, in each case, less the aggregate of payments made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions and as modified by the Supplementary Conditions.
 2. Upon Contractor achieving 50% completion of the Work, Contractor may present to Owner a payment request for up to one-half of the 10% retainage previously withheld by Owner. Owner shall promptly make such payment to the Contractor, less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions and as modified by the Supplementary Conditions.
 3. Upon Contractor achieving 50% completion of the Work, each subsequent progress payment will be made in an amount equal to 95% percent of Work completed (with the balance of 5% being withheld as retainage); but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions and as modified by the Supplementary Conditions .

6.3 *Final Payment*

- A. Upon Final Completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions and as modified by the Supplementary Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07 of the General Conditions and as modified by the Supplementary Conditions.

ARTICLE 7 – INTEREST

- 7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the maximum rate allowed by Florida law.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.1 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents and finds the terms therein to be reasonable and sufficient.
- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified in the Supplementary Conditions as containing reliable “technical data,” and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in the Supplementary Conditions as containing reliable “technical data.”
- E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; permits, examinations, investigations, tests, studies, and data concerning the conditions with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor’s safety precautions and programs.
- F. Based on the information and observations referred to in this Paragraph 8.1, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has correlated the information known to Contractor, information and observations from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- K. Pursuant to Section 287.135, Florida Statutes, a company that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes, or has been engaged in business operations in Cuba or Syria, shall be ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of \$1 million or more. By signing this Agreement, Contractor certifies that it is not currently on either of the aforementioned lists and agrees to notify the Owner if placement on either list occurs. If Contractor submits a false certification, the Owner may terminate this Agreement and bring a civil action against the Contractor, which may result in a penalty equal to the greater of \$2 million or twice the fee for completion of the Scope of Services resulting from this Agreement and all reasonable attorney's fees and costs. The Owner may also terminate the Agreement if the Contractor is deemed to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.
- L. Contractor continues to satisfy the conditions and requirements that it was required to satisfy to be prequalified by the Owner to provide services on this Project and shall continue to satisfy such conditions and requirements throughout the term of this Agreement.

ARTICLE 9 – CONTRACT DOCUMENTS

9.1 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to __, inclusive).
 - 2. Performance bond (pages 1 to __, inclusive).
 - 3. Payment bond (pages 1 to __, inclusive).
 - 4. Other bonds (pages ___ to _____, inclusive).
 - a. ____ (pages _to____, inclusive).
 - b. ____ (pages _to____, inclusive).
 - c. ____ (pages _to____, inclusive).
 - 5. General Conditions (pages 1 to __, inclusive).

6. Supplementary Conditions (pages 1 to __, inclusive).
 7. Specifications as listed in the table of contents of the Project Manual.
 8. Drawings consisting of ____ sheets with each sheet bearing the following general title:
REGIONAL INTEGRATED LOOP SYSTEM PHASE 1 REGIONAL
INTERCONNECT PROJECT.
 9. Addenda (numbers ____ to _____, inclusive).
 10. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid Form (pages 1 to __, inclusive).
 - b. Documentation submitted by Contractor prior to Notice of Award (pages __ to __, inclusive).
 - c. Final Waiver and Release of Liens and Claims, attached hereto as Exhibit "1".
 - d. Final Contractor's Affidavit, attached hereto as Exhibit "2".
 - e. Funding Agreements between Owner and Florida Department of Environmental Protection and the Southwest Florida Water Management District, attached hereto as Exhibit "3".
 11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed (pages __ to _____, inclusive).
 - b. Work Change Directives.
 - c. Change Orders.
- B. The documents listed in Paragraph 9.1.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.1 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General

Conditions and the Supplementary Conditions.

10.2 *Assignment of Contract*

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.3 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.4 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.5 *Equipment Warranties*

- A. Contractor shall obtain from the Suppliers of all equipment incorporated into the Project, which either: (i) is listed in the Schedule of Equipment Suppliers; or (ii) has a cost in excess of \$5,000.00, express warranties for the benefit of Owner (the "Equipment Warranties"). The Equipment Warranties shall:
 - 1. Warrant that the equipment is new, of high quality, and free of any defects in design, material and workmanship; and
 - 2. Provide that the Suppliers will promptly correct, remove, repair, or replace, at its cost and expense, and in accordance with Owner's instructions, any equipment that is discovered to be faulty or defective at any time prior to Substantial Completion or within two (2) years thereafter.
- B. The Contractor shall cause all Suppliers to be bound by the warranty obligations contained in this Paragraph 10.5, so that Owner receives Equipment Warranties that are expressly for the direct benefit of Owner, which provide that Owner is a third party beneficiary thereunder, or which are otherwise unconditionally assignable and are assigned to Owner. The Contractor shall assist in enforcing all Equipment

Warranties. All Equipment Warranties shall be in addition to, and shall not alter other warranty obligations of Contractor. The Contractor shall take no action that would void, invalidate or diminish the effect of any Equipment Warranties. All Equipment Warranties and assignments of Equipment Warranties shall be delivered by Contractor to Engineer prior to Final Completion and as a condition precedent to final payment.

- 10.6 *Applicable Law and Venue.* The laws of the State of Florida shall govern the validity, interpretation, construction and performance of this Agreement and venue for any suit involving this Agreement shall be in Manatee County, Florida, if files in state court and in the Middle District of Florida if filed in federal court.
- 10.7 *Amendments.* This Agreement may be amended only in writing duly executed by the Authority and the Contractor.
- 10.8 *Disclaimer of Third Party Beneficiaries.* This Agreement is solely for the benefit of the parties to this Agreement. No right or cause of action shall accrue upon or by reason hereof inure to or for the benefit of any third party.
- 10.9 *Notice.* Any notices or other writings permitted or required to be delivered under the provisions of the Agreement must be in writing and shall be delivered by sending the notice by personal delivery, U.S. Regular Mail, U.S. Express Mail or by U.S. Certified Mail, return receipt requested, in any event with sufficient postage affixed, and addressed as follows:

If to the Engineer:

King Engineering Associates, Inc.
2930 University Parkway
Sarasota, FL 34243
Attention: Thomas A. Traina, P.E., Sr. Project Manager

With a copy to the Owner at:

Peace River Manasota Regional Water Supply Authority
9415 Town Center Parkway
Lakewood Ranch, FL 34202
Attention: Patrick J. Lehman, Executive

Director

If to the Contractor:

10.10 *Grant Contracts.* Contractor has been notified that the Owner is receiving funding by the Florida Department of Environmental Protection and the Southwest Florida Water Management District, with such agreements attached and incorporated herein as Exhibit “3”. Contractor is required to comply with the requirements of such agreements.

ARTICLE 11 – PROJECT RECORDS AND DOCUMENTS

The Contractor, upon request, shall permit the Owner to examine or audit all Project related records and documents during or following completion of the Project at no cost to the Owner. Payments made to the Contractor under this Agreement shall be reduced for amounts found to be not allowable under this Agreement by an audit. If an audit is undertaken by the Owner, all required records shall be maintained until the audit has been completed and all questions arising from it are resolved. The Contractor shall maintain all such records and documents for at least three (3) years following completion of the Project. If the Project records and documents are not maintained within the jurisdictional boundaries of the Owner, the Contractor shall deliver the requested documents to the Owner’s office for inspection. Each party shall allow public access to Project documents and materials made or received by either party in accordance with the Public Records Act, Chapter 119, Florida Statutes. The Contractor shall (1) keep and maintain public records that ordinarily and necessarily would be required by the Owner in order to perform the service; (2) provide the public with access to public records on the same terms and conditions that the Owner would provide the records and at a cost that does not exceed the cost provided by law; (3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meet all requirements for retaining public records and transfer, at no cost to the Owner, all public records in possession of the Contractor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records requirements. All records stored electronically must be provided to the Owner in a format that is compatible with the information technology systems of the Owner. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, Florida Statutes, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (941)316-1776; Alee@regionalwater.org; OR 9415 TOWN CENTER PARKWAY, LAKEWOOD RANCH, FLORIDA 34202.**

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on _____ (which is the Effective Date of the Agreement).

OWNER: Peace River Manasota Regional
Water Supply Authority

CONTRACTOR

By: Patrick J. Lehman, P.E.

By: _____

Title: Executive Director

Title: _____

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

License No.: _____

(Where applicable)

Approved as to
Form Douglas
Manson General

Agent for service of process:

TAB B
Supporting Staff Memorandum
Work Order No. 3 – Construction Phase Services

MEMORANDUM

DATE: November 15, 2018

TO: Patrick Lehman, Executive Director

FROM: Ford Ritz, P.E., Project Manager

RE: Regional Integrated Loop System Phase 1 Interconnect Project
[U.S. 17 to Punta Gorda]
Work Order No. 3 - for Construction Phase Services

Recommendation

Staff recommends approval of Work Order No. 3 for Construction Phase Services to 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 \$ \$897,470 which includes a \$42,737 (5%) Owners Allowance for out-of-scope work.

Project Background

The Phase 1 Interconnect Project will include installation of approximately 6-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 a connection to the Desoto County South Booster Pump Station, a new meter station at the Shell Creek Treatment Facility, and a 3,500-lf horizontal directional drill (HDD) under Shell Creek. Project fees approved to date and for proposed Work Order No. 3, Construction Phase Services are shown below in Table 1.

Table 1

Work Order No. 1 Preliminary Engineering Services	\$278,760
Work Order No. 2 Design, Bidding and Permitting Services	\$1,079,693
Work Order No. 3 Construction Phase Services	\$897,470*
Total	\$2,255,923

* anticipates Board approval of Work Order No. 3 at December 5, 2018 meeting

King was selected by the Board as Consultant for engineering, design and construction phase services for the Phase 1 Project in January 2016. Work Order No. 1 Preliminary Engineering Services (Basis of Design Report) was completed and presented to the Board in December 2016. Under Work Order No. 2, design, permitting and bidding services, were completed in the fall of 2018. The Project was advertised for construction on October 4, 2018. Only prequalified Contractors were eligible to submit bids. The Bid Opening was held on November 7, 2018.

Discussion

King’s Work Order 3, for Construction Phase Services, scope-of-work, including a list of associated deliverables and fees is included as an attachment. The scope-of-work developed for Phase 1, is consistent with Construction Phase Services negotiated on the Phase 3A, Phase 1A and Phase 2, Interconnect Projects. The tasks and estimated fee costs are summarized in Table 2 below.

Table 2

TASK	DESCRIPTION	FEE	TYPE
1	General Services During Construction	\$117,578	Lump Sum
2.1, 2.3 & 2.4	Construction Engineering Services - Meetings and Site Visits and HDD Oversight	\$207,934	Time & Materials
2.2 & 2.5 thru 2.12	Construction Engineering Services	\$150,070	Lump Sum
3.1	Pre-Construction Environmental Services	\$8,728	Lump Sum
3.2	Environmental Services During Construction	\$39,903	Time & Materials
4	Resident Project Representation Services	\$257,840	Time & Materials
5	Material Testing Services	72,681	Time & Materials
	Owner’s Allowance (5% of Tasks 1-5)	\$42,736	Time & Materials
	TOTAL WORK ORDER NO. 3	\$897,470	

The time and material services in Task 2 break out meetings and site visits and will target only the actual number of events needed to successfully complete the project. Additionally, under Task 2, are time and material services for as-needed oversight during the Horizontal Directionally Drilling operation across Shell Creek. The time and materials services in Task 3 “Environmental Services during Construction” are premised on the environmental permitting requirements established by governing regulatory agencies (local, regional, state and federal). The time and materials under Task 4 “Residential Project Representative”, and Task 5 “Materials Testing Services”, provide flexibility in performing only the activities needed to successfully complete the project. Task 6 “Owner’s Allowance” allows for timely resolution of out-of-scope work on an as-needed basis as determined and authorized by the Authority Executive Director.

Based upon Board approvals, upcoming milestones include award and execution of the construction contract and issuance of the Notice-to-Proceed to the Contractor (anticipated in January 2019). The Phase 1 Interconnect is schedule for completion in the spring of 2020.

Funding for the 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.

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
REGIONAL INTEGRATED LOOP SYSTEM
PHASE 1 INTERCONNECT PROJECT
WORK ORDER NO. 3
CONSTRUCTION PHASE SERVICES**

King Engineering Associates, Inc. (Consultant) is to act as Owner's (Peace River Manasota Regional Water Supply Authority or PRMRWSA or Authority) representative and assume the duties, responsibilities, rights and authority assigned to Engineer in the Contract Documents designated in the Construction Contract (Regional Integrated Loop System - Phase 1 Interconnect Project between the Authority and its Contractor in connection with the Work in accordance with the Contract. The Consultant's status during construction is defined in the General Conditions (Article 9) of the design plans and the technical specifications for the Phase 1 Interconnect Project and is adopted by reference in the Agreement for Professional Services entered into on January 28, 2016 between the Authority and the Consultant.

INTRODUCTION

This Work Order No. 3 shall be attached to and incorporated by reference to the Agreement for Professional Services entered into on January 28, 2016 between the Authority and Consultant for the Regional Integrated Loop System - Phase 1 Interconnect Project. The project is located in DeSoto and Charlotte Counties and the City of Punta Gorda. The Project is generally described as the construction of a 6-mile long regional transmission main conveying potable water. The pipeline route generally follows south from the DeSoto County South Booster Station on US 17, through Charlotte County, to a point of connection at the City of Punta Gorda's Shell Creek Facility (SCF). The Project includes the following work:

- Construction of approximately 6 miles of 24-inch diameter transmission main;
- Construction of a new connection near the DeSoto County South Booster Station;
- Construction of the new meter station at the Punta Gorda SCF; and
- Subaqueous crossing of Shell Creek.

SCOPE OF WORK

TASK 1 - GENERAL SERVICES DURING CONSTRUCTION

Consultant will provide construction phase services including the following:

- a. Prepare and furnish three (3) signed and sealed conformed Contract Documents for distribution as follows:
 - Two (2) copies to Authority
 - One (1) copy to Contractor

- b. Furnish six (6) Full-sized paper copies and electronic copies of the as-awarded Contract Documents, including addenda, for distribution as follows:
- Six (6) copies paper and electronic copies to the Authority
 - One (1) electronic copy to the Contractor
- c. Furnish copies of Contract Documents to permitting agencies as required.
- d. Monitor and report monthly on the Contractor's progress in accordance with the approved construction schedule.
- e. Consultant will review, and recommend if acceptable, the Contractor's proposed monthly schedule of values, progress schedules, and schedule of submittals for approval to the Authority.
- f. Consultant will disapprove or reject work at any time during the performance of the work, which in the Consultant's opinion is defective and/or not in compliance with the Contract Documents; and require special inspection or testing of the work, whether or not the work is fabricated, installed, or completed. Consultant's authority to act is solely to evaluate the work for compliance with the Contract Documents, construction permits, and approved engineering plans and technical specifications, and does not impart or assign any duty or authority to supervise and direct the furnishing or performance of the work or to be responsible for the Contractor's ways, means, methods, techniques, sequences or procedures for construction or the safety precautions and programs incident thereto.
- g. Consultant will provide coordination with the Authority's designated Project Manager including, but not limited to:
- Consultant will keep Authority informed of progress of the construction work;
 - Consultant will provide the opportunity and facilitate or coordinate access to the construction as necessary for the Authority to observe the progress of the construction work, and;
 - Consultant will, in a timely manner, provide the Authority with copies of Contractor's correspondences relating to requests for clarification of the Contract Documents, requests for additional information, or change order requests.
- h. The presence on-site of the Authority's Project Manager, and any other Authority personnel, does not alleviate the responsibilities of the Consultant as presented in this agreement or the Contract Documents.
- i. Provide up to 250 hours of project management and coordination for services and activities authorized under this Work Order. Project management activities include, among others:
- Organization of the project teams of the Consultant's staff and subcontractors, with assignments of responsibilities and timetables of performance;

- Preparation and administration of subcontracts with the Consultant's subcontractors;
- Coordination of the activities of the Consultant's staff and the subcontractor's staffs with the Authority's staff and other agencies;
- Administration of the communications among the project team members and with the Authority's staff, and;
- Attendance at coordination and other meetings on behalf of the Authority.

TASK 2 - CONSTRUCTION ENGINEERING SERVICES

2.1 Construction Project Meetings

Consultant will conduct the construction project meetings on a time and materials basis as follows:

- a. Consultant will participate and conduct the pre-construction conference and prepare the conference agenda. Consultant will prepare minutes of the pre-construction conference and transmit to attending parties within seven (7) days thereafter.
- b. Consultant will provide consultation and advice to the Authority during the construction process and also conduct semi-monthly progress/coordination meetings with the Authority and Contractor. Consultant will prepare minutes of each meeting and transmit to attending parties within seven (7) days thereafter.
- c. Consultant will continuously review qualifications and performance of the Contractor's proposed resident superintendent and provide Authority with status reports.

2.2 Submittal Review

Consultant will review Contractor's submittals, including up to forty (40) shop drawings and ten (10) resubmittals, within 21 days of receipt for compliance with the Contract Documents and for conformance with the design concept of the project and distribute same to the Authority and Contractor. Reviews in excess of two (2) reviews of the same submittal will be considered extra work unless required by field conditions or required due to fault of Consultant. The Contractor will be responsible for the payment of excessive reviews in accordance with Section 01340 of the Technical Specifications.

2.3 Site Visitation

Consultant personnel (other than the Resident Project Representatives provided in task 4) will visit the construction site up to twelve (12) times corresponding to the anticipated on-site construction operations to observe the work in-progress, quality, suitability and conformance with the requirements of the Contract Documents. Consultant will make visits to the site to observe the progress and quality of the work and to determine if the

work is proceeding in accordance with the Contract Documents. Site visits will be provided on a time and materials basis.

2.4 HDD Oversight

Consultant will provide the services of a field engineer to monitor the activities associated with the horizontal directional drill across Shell Creek. This work will include on-site monitoring of the drilling operation, including the following:

- Noise and vibration
- Pilot hole drilling progress
- Reaming and swabbing
- Pipe fusion
- Pipe pull back
- Easement compliance

It is anticipated that these services will be required for 3 days per week over the estimated 15 week HDD construction duration. These on-site services are limited to a total of 360 hours.

2.5 Change Order Review

Consultant will perform the following tasks as necessary:

- a. Consult with the Authority and, if necessary, recommend modifications to the Contract Documents.
- b. Respond to Contractor questions and requests for information regarding interpretation of the Contract Documents and conditions experienced in the field.
- c. Prepare sketches if required to resolve differing conditions encountered. Consultant will transmit to the Contractor written clarification and interpretations of the plans and specifications not affecting time and/or contract price. If required, Consultant will furnish within a reasonable time, in writing, additional instructions by means of drawings, or otherwise, if requested by the Contractor and/or determined by the Consultant to be required for the proper execution of the work.
- d. Evaluate actual field conditions as reported by the Contractor. Consultant will evaluate to establish whether a change in the work is required to accommodate existing conditions. Consultant will make recommendations to the Authority in writing as to the conclusion of the evaluation.
- e. Consultant will respond in writing, within a reasonable time, to all claims by the Authority or the contractor related to the performance of the work and requests for clarification of the Contract Documents.
- f. If specific change orders are caused by errors or omissions of the Consultant, Consultant will not receive additional payments for the preparation and submission of related contract change orders.

- g. Consultant will develop a standard RFI form for use by the Contractor and respond to Contractor questions regarding interpretation of the Contract Documents and conditions experienced in the field. RFIs will be numbered sequentially and logged for tracking purposes.

2.6 Payment Review

Consultant will provide review of Contractor pay requests in accordance with Task 4.4.

2.7 Certification of Completion

Consultant will prepare required certificates of completion for submittal to appropriate regulatory agencies having jurisdiction over the work. Consultant will issue a written notice of substantial completion for the purpose of establishing the starting date for specific equipment warranties, and to establish the date that the Authority will assume the responsibility and the cost of operating such equipment.

Consultant will observe work to make certain and certify to the Authority that the Project has been constructed in accordance with the construction permits, approved engineering plans, technical specifications and the Contract Documents as described in Article 1 of the Construction Contract. Notwithstanding the above, the Authority shall hold Contractor responsible for compliance with the Contractor's obligations as set forth in the Contract Documents and Construction Contract.

2.8 Insurance and Permit Monitoring

- a. Consultant will monitor expiration dates of insurance policies provided by the Contractor for the project and notify the Authority, in writing, of required renewal thirty (30) days prior to the expiration date provided Consultant by the Contractor.
- b. Consultant will monitor regulatory permit dates and the Contractor's compliance with the conditions of the permits and notify the Authority and the Contractor, in writing, of Consultant's observed violation of the conditions, and notify the Authority of expiration 30 days prior to expiration.

2.9 Record Drawings

Consultant will prepare record drawings and other documents showing the dimensions, locations, elevations, etc., of all facilities constructed based on the "as-built" drawings and data provided by the Contractor, including the location of each piece of pipe with its unique identification. Consultant will deliver to the Authority one (1) set of reproducible record drawings, three (3) sets of prints, and pdf and AutoCAD files including the record drawings within sixty (60) days of receiving final and accepted "as-built" drawings from the Contractor.

2.10 Warranties, Guarantees, Certificates, Operations and Maintenance Manuals

During the course of the work, Consultant will review and confirm that warranties, guarantees, certificates, operation and maintenance manuals and other data required to

be assembled and furnished by the Contractor are as specified in the Contract Documents and applicable to the items actually installed and deliver these data to the Authority for its review along with a summary spreadsheet.

2.11 Start-Up Plan

Consultant will prepare a coordinated plan to start-up all components of the constructed facilities. The Consultant will submit a plan for review and acceptance by the Authority prior to substantial completion and start-up of the facilities constructed under the Contract.

2.12 Resident Project Representative (RPR) Reports

Consultant will review, log, file and disseminate (as appropriate) RPR daily reports. Electronic pdf copies of the RPR's daily reports will be provided via FTP or Dropbox.

TASK 3 - ENVIRONMENTAL SERVICES

Consultant will provide professional oversight of the environmental aspects of the construction associated with the Project. The primary goals are to maintain the integrity of environmental permits by meeting permit requirements, to reduce proposed environmental impacts, and to help prevent costly construction delays.

3.1 Pre-Construction Environmental Services

Consultant will prepare documentation of existing conditions of the wetlands located along the project route that are proposed to be impacted during construction. This work will include:

- a. Document vegetative coverage and photographic documentation for identified wetland impact areas. These areas shall be restored by the Contractor to pre-construction grades. Consultant will monitor and document that specific requirements for restoration are performed.
- b. Assist Contractor with documenting pre-existing elevation grades.

3.2 Environmental Services During Construction

Consultant will provide one Senior Biologist and one Staff Biologist when required at the site. The Consultant's personnel will be qualified with demonstrated and adequate experience, training and expertise in the specific discipline or area of work. This scope is limited to the hours outlined in the fee schedule.

3.2.1 Eastern Indigo Snake Protection Plan and Gopher Tortoise Relocation

Consultant will conduct educational meetings with the Contractor's construction crew regarding the eastern indigo snake and relocate gopher tortoises prior to any clearing activities for the Project. This work will include:

- a. Consultant will conduct an eastern indigo snake education meeting with construction crew prior to construction activities on 36.15-acre Interconnect Regional Loop Phase 1 site. This task will include:
 - Notification to US Fish and Wildlife Service (USFWS) Field Office at least 30 days prior to any clearing/land alteration activities of intended implementation of the eastern indigo snake protection plan.
 - Two presentations conducted by a Biologist regarding protection of the listed species to parties involved with the project.
 - Distribution of educational brochures to the contractors in attendance at the presentation as well as additional copies provided for the construction superintendent to make available onsite.
 - Delivery of educational posters to be posted in the construction office and throughout the construction site.
 - Quarterly site visits to observe the condition of posters and replace as needed.
 - Submission of monitoring report to USFWS within 60 days of project completion.

- b. Consultant will provide an Authorized Gopher Tortoise Agent to relocate up to 10 gopher tortoises from the 36.15-acre Interconnect Regional Loop Phase 1 site located in Charlotte County, Florida. This task will include:
 - Performance of the required 100% gopher tortoise survey within 90 days of burrow excavations.
 - Mechanical excavation of all potentially occupied gopher tortoise burrows observed on site.
 - Oversight by an Authorized Gopher Tortoise Agent for the onsite burrow excavation.
 - Delivery of gopher tortoise(s) to previously determined recipient site.
 - Submission of a follow-up letter to FWC and the City when gopher tortoise relocation is complete.

3.2.2 Biologist Oversight for Permit Compliance

Consultant will provide Biologist oversight during construction activities within wetland boundaries. This work will include the following:

- a. In accordance with the specific conditions of the ACOE and FDEP permits, the following will be provided:
 - An experienced Staff Biologist dedicated to the pipeline project;
 - Regulatory notifications and certifications;
 - Maintenance of records related to wetland impacts, wetland assessment, and progress reports;
 - Monitoring of temporary wetland impacts, oversight of wetland soil removal and replacement; and,
 - Oversight by a Senior Biologist of reports generated by the Staff Biologist.

- b. Provide the Authority a copy of records and data sheets generated through the construction period.

TASK 4 - RESIDENT PROJECT REPRESENTATIVE SERVICES

Consultant will provide one RPR at the site full-time during construction for the term of the Construction Contract, based on a 56-week (13 month) on-site construction schedule. The Consultant's RPR will be qualified with demonstrated and adequate experience, training and expertise in the specific discipline or area of work and pipe material being observed. This scope is limited to the following hours:

- RPR for 2260 hours

All Consultant personnel are subject to acceptance by the Authority and continual acceptance by the Authority throughout the term of the Project. Consultant will provide all duties assigned to the Engineer contained in the Contract Documents between the Authority and the Contractor for construction of the Regional Integrated Loop System - Phase 1 Interconnect Project including, but not limited to, the Construction Contract and all technical specifications. The Consultant's field staff will utilize a separate project field office to be provided by the Contractor.

4.1 Attendance at Meetings

Consultant will conduct a pre-construction conference, arrange agenda and schedules for semi-monthly progress meetings (one on-site, one telephonically) and other job conferences as required and notify in advance those required to attend, attend all meetings and maintain and circulate copies of minutes thereof to all attendees.

4.2 Review of Work, Rejection of Defective Work, Inspections and Tests

- a. Consultant will conduct on-site observations of the work in-progress by the Contractor to determine that the work is generally proceeding in accordance with the Contract Documents between the Contractor and the Authority, and that completed work conforms in general to the Contract Documents. Accompany, when required, the Authority and visiting inspectors representing any governmental agency having jurisdiction over the Project, make written record of the outcome of these inspections and report same to the Authority.
- b. Consultant will report to the Authority whenever the Consultant, in his opinion, believes that any work is unsatisfactory, faulty or defective, or does not conform to Contract Documents, or has been damaged, or does not meet the requirements of any inspections, tests, or approvals required to be made; and advise the Authority when work should be corrected or rejected or should be uncovered for observation, or requires special testing or inspection. Consultant will have the authority and obligation to disapprove or reject work at any time during the performance of the work, which is defective, in Consultant's opinion, and to require special inspection or testing of the work, whether or not the work is fabricated, installed or completed in accordance with the procedures established in the Contract Documents.
- c. Consultant will confirm in writing that tests, equipment and systems start-up and operating and maintenance instructions are conducted as required by the Contract Documents between the Contractor and the Authority and in the presence of the required personnel, and that the Contractor maintains adequate records thereof.

Consultant will observe, record and report to the Authority appropriate details relative to the test procedures and start-up.

4.3 Maintain Construction Records

- a. Consultant will maintain at the job site, open to inspection by the Authority at any time during regular working hours, orderly files for correspondence, reports of job conferences, shop drawings and sample submittals, reproductions of original Contract Documents including all addenda, change orders, field orders, payment applications, additional drawings issued subsequent to the execution of the Contracts, progress reports and other project related documents.
- b. Consultant will maintain a diary or log book, open to inspection by the Authority at any time during regular working hours, and record hours on the job site, weather conditions, data relative to questions or extras or deductions, list of visitors, daily activities, number of labor force, Contractor's equipment, decisions, observations in general and specific terms as to the daily progress of construction, and detailed observations as relates to test procedures. A summary of the daily log will be provided weekly.
- c. Consultant will regularly observe the Contractor's recording of "as-built" conditions, including, but not limited to, the placement and location of each piece of pipe. Consultant will review "as-built" drawings at the time of each pay application submittal.
- d. Consultant will advise the Authority whenever the Contractor is not currently maintaining an up-to-date copy of record drawings at the site, or submitting daily progress reports on a weekly basis.

4.4 Payment Review

Consultant will, within ten (10) days after receipt of each Contractor's application for payment, provide written notice to the Authority recommending payment to the Contractor, or return the request to the Contractor providing written notice of the Consultant's reason for refusing to recommend payment. Consultant will review applications for payment with the Contractor for compliance with the established procedure for their submission and forward them with written recommendations to the Authority, noting particularly their relation to the schedule of values, work completed, and materials and equipment delivered at the site. Consultant will include in its recommendation of payment to the Contractor any amounts to be withheld by the Authority as liquidated damages pursuant to the construction contract and any amounts to be withheld from the Contractor as extra engineering expenses incurred by the Authority, which said liquidated damages and extra engineering expenses are the result of the Contractor's failure to complete work within the time frame as required by the Authority or the result of the necessity of the preparation of change orders which are due to the fault of the Contractor or due to excessive review of shop drawings. Failure of the Consultant to include recommended amounts to be withheld as extra engineering expenses will be grounds for disallowance by the Authority of any fees for such services.

Upon receipt of request for final payment, the Consultant will make a final inspection and, if acceptable, submit to the Authority its recommendation as to acceptance of the work and as to the final payment request of the Contractor.

4.5 Schedules

Consultant will review within a reasonable period of time the Contractor's progress schedule, schedule of shop drawings submission, schedule of values and other schedules prepared by the Contractor for acceptability and conformance with Contract Documents.

4.6 Shop Drawings and Samples

- a. Consultant will receive shop drawings and samples from the Contractor, record the date of receipt, and keep one complete approved set in the project field office.
- b. Consultant will receive samples of materials furnished at the site by the Contractor for the Consultant's approval.
- c. Consultant will advise the Authority and the Contractor promptly of the commencement of any work requiring a shop drawing or sample submission if the submission has not been previously approved by the Consultant.

4.7 Modifications

Consultant will consider and evaluate suggestions for modifications in drawings and specifications and report them in writing, with recommendations to the Authority. The Authority's approval will be required before modifications can be made by the Contractor. Consultant will respond in writing, within a reasonable time, on all claims by the Authority or the Contractor related to the performance of the work and requests for clarification of the Contract Documents.

4.8 Reports

Consultant will furnish Authority (on a weekly basis) the field observation reports of progress of the work and status of the Contractor's compliance with the approved progress schedule, schedule of shop drawing submissions and other schedules.

4.9 Completion

- a. Consultant will submit to the Contractor a list of observed items requiring correction (final punch list) and provide a copy of said list to the Authority.
- b. Consultant will confirm that all items on the aforesaid final punch list have been corrected and make written recommendations to the Authority concerning acceptance of the work.
- c. Consultant will issue "Certificates of Completion". Consultant will issue written Notices of Substantial Completion for the purpose of establishing the starting date for specific material and equipment warranties, and to establish the date that the

Authority will assume the responsibility and the cost of operating such materials and equipment.

4.10 Coordination

Consultant will provide overall project coordination for project close out, permit certifications, easement stipulations, FDOT and Charlotte County Right-of-way issues, and other issues related to the construction contract.

TASK 5 - MATERIALS TESTING SERVICES

5.1 Construction Materials Testing

Consultant will provide the services of a geotechnical sub-consultant to perform the following services during construction:

- a. Perform sampling and laboratory testing of backfill soils to include modified or standard Proctor, grainsize analysis, Atterberg limits, organic content and classification testing.
- b. Perform in place field density testing for 24" ductile iron pipe (DIP) backfill with a minimum cover of 4' and testing interval of every 250 lineal feet for each 12" lift of compacted fill along with subgrade and base density tests at replacement crossings. Total length approximately 30,000 lineal feet.
- c. Perform sampling of driveway and road subgrade and base for modified Proctor and Limerock Bearing Ratio testing.
- d. Perform sampling, testing and casting compressive strength cylinders of fresh concrete placed each day at 50 cubic yard intervals at driveway replacements and new concrete drive.
- e. Perform monitoring of asphalt placement operations during resurfacing of Three River Road along with sampling for laboratory Hot Mix Asphalt testing.
- f. Perform coring of compacted asphalt paving for laboratory thickness and density testing.
- g. Consultant will provide up to 40 hours to review reports and provide consultation inspection as required.

5.2 Materials Testing Documentation

Consultant will review, log and submit the results of all geotechnical testing.

TASK 6 - OWNER'S ALLOWANCE (SPECIAL SERVICES DURING THE CONSTRUCTION PHASE)

Special service tasks are to be provided on an "as-needed" basis and will be initiated only upon issuance of a notice-to-proceed for the task by the Authority's Executive Director.

- a. Consultant will review and report to the Authority on claims for modified compensation and/or time submitted by the Contractor and the Authority. Consultant will assist with negotiations, arbitration proceedings and litigation relative to claims if required. Authority shall compensate Consultant for the assistance as mutually agreed. Consultant will respond in writing, within a reasonable time, on all claims by the Authority or the Contractor related to the performance of the work and requests for clarification of the Contract Documents. The activities described in this Task 6.a are for services beyond those as described in Task 2.4.
- b. Consultant will perform additional or extended services during construction made necessary to address work damaged by fire or other cause during construction beyond the Consultant's control; prolongation of construction contract time not due to errors or omission of the Consultant; acceleration of the work schedule involving services beyond normal working hours as defined in the Contract Documents; or contract default due to delinquent) or insolvency of the Contractor.
- c. Consultant will perform other services as authorized.

CONSTRUCTION SERVICES NOT RESPONSIBLE FOR:

The following work items are not included in the Consultant's scope of work:

- Applying for or securing any permits, including County building and right of way permits, generic production of groundwater, and preparing or continuous monitoring of Storm Water Pollution Prevention Plans (SWPPP) associated with NPDES permits. It shall be the Contractor's responsibility to submit its SWPPP as well as the monitoring and reporting of compliance with the SWPPP. Also
- Acts or omission of any Contractor, any Subcontractor, of any of the Contractor's or Subcontractor's agents or employees or any other persons at the project site or otherwise performing any of the work of the project.
- Maintaining quantities of pay items of any communications, electric and gas lines installed on the project by others. In addition, the utility owner shall be responsible for daily observation and testing of these items of work.
- Construction means, methods, techniques, sequences or procedures selected by the Contractor or for any safety precautions and programs incidental to the work of Contractor or for any failure of the Contractor to comply with any laws, ordinances, rules or regulations and permit conditions applicable to the construction work in accordance with the Contract Documents.

- Providing professional services made necessary by the default of the Contractor or by major defects in the work of the Contractor in the performance of the Construction Contract.
- Providing services after the termination of the construction phase except as described in **SCHEDULE OF COMPLETION** below.
- Preparing to serve as an expert witness in connection with any public hearing, arbitration proceedings or legal proceeding.
- Issuance of stop work orders on the project.
- Providing survey services.
- Public involvement or public information services.
- Providing cathodic protection services.

SCHEDULE FOR COMPLETION

The Consultant will complete the services described in Work Order No. 3 within 455 days after the Contractor's notice to proceed.

DELIVERABLES

The Consultant will furnish to the Authority deliverables as set forth in Exhibit A.

COMPENSATION

The Authority agrees to compensate the Consultant for Work Order No. 3 as set forth in Exhibit B.

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

**PEACE RIVER MANASOTA
REGIONAL WATER SUPPLY AUTHORITY**

ATTEST:

By: _____

Patrick J. Lehman, P.E.
Executive Director

WITNESSES:

KING ENGINEERING ASSOCIATES, INC.

By: _____

APPROVED AS TO FORM:

Douglas Manson
General Counsel for Authority

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
REGIONAL INTEGRATED LOOP SYSTEM
PHASE 1 INTERCONNECT PROJECT**

**WORK ORDER NO. 3
CONSTRUCTION PHASE SERVICES**

EXHIBIT A

Consultant will furnish, in acceptable paper and/or electronic formats, to the Authority the following deliverables:

Item	Description / Title	Copies
1	Submittal Schedule and Monthly Update	1
2	Original Signature Conformed Contract Documents <ul style="list-style-type: none"> • Two (2) to Authority • One (1) to Contractor 	3
3	Conformed Contract Documents <ul style="list-style-type: none"> • Set(s) of full size prints • pdf files • AutoCAD files • AutoCAD files to Contractor 	6 1 1 1
4	Minutes of Progress Meetings	1
5	Start-Up Plan	1
6	As-Built Record Drawings <ul style="list-style-type: none"> • Set(s) of full size prints • pdf files • AutoCAD files • Contractor's record drawings 	3 1 1 1

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
REGIONAL INTEGRATED LOOP SYSTEM
PHASE 1 INTERCONNECT PROJECT**

**WORK ORDER NO. 3
CONSTRUCTION PHASE SERVICES**

EXHIBIT B

The Authority agrees to compensation the Consultant for Work Order No. 3 in accordance with the following schedule. Progress payments shall be due and payable monthly. Lump sum fee monthly progress payments are 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 the 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	General Services During Construction	\$117,578	Lump Sum
2.1, 2.3 & 2.4	Construction Engineering Services – Meetings and Site Visits	\$207,934	Time & Materials
2.2 & 2.5 thru 2.12	Construction Engineering Services	\$150,070	Lump Sum
3.1	Pre-Construction Environmental Services	\$8,728	Lump Sum
3.2	Environmental Services During Construction	\$39,903	Time & Materials
4	Resident Project Representative Services	\$257,840	Time & Materials
5	Materials Testing Services	\$72,681	Time & Materials
6	Owner’s Allowance (5% of tasks 1-5)	\$42,736	Time & Materials
	TOTAL WORK ORDER NO. 3	\$897,470	

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.

TAB C
Supporting Staff Memorandum
Supporting Documents for the Four (4) Stipulated Orders of Takings and Final Judgement(s)

MEMORANDUM

DATE: November 15, 2018

TO: Patrick Lehman, Executive Director

FROM: Ford Ritz, P.E., Project Manager

RE: Regional Integrated Loop System Phase 1 Interconnect Project - [U.S. 17 to Punta Gorda] – Staff Memorandum for Four (4) Stipulated Order of Taking and Final Judgement(s)

Recommendation

Staff recommends approval of Stipulated Order of Taking and Final Judgement(s) negotiated for easements on four properties. The settlement agreements include 3 permanent utility easements (PUE) and 3 temporary construction easements (TCE) for the Phase 1 Regional Interconnect Project. The total cost for the settlements is \$171,717.50. Approval of these settlement actions will enable finalization of property acquisition efforts for the project.

Discussion

The Board Approved Resolutions 2018-02 and 2018-03 affirming the need for the Phase 1 Interconnect Project and the recommended alignment, and authorized the acquisition of certain easements required for the construction and operation of the project, respectively, in February 2018. Easements on 7 properties are required for the Phase 1 pipeline alignment. Easement agreements were successfully negotiated with 3 of the 7 property owners and these were approved at prior Board Meetings.

Negotiated settlement agreements could not be reached with the remaining 4 property owners. On June 22, 2018 Eminent Domain proceedings for easements on the remaining properties were filed with the Circuit Court of Charlotte County. In November 2018, Stipulated Order of Taking and Final Judgement(s) were successfully negotiated with the property owners for easement parcels presented in Table 1 below. All four Stipulated Settlement Agreements for easements are included under County Case No. 2018-CA-000581. Each negotiated settlement agreement includes \$170 for Clerk’s fees. The agreement for Parcels 701 A&B (TCE) and 801 (PUE) includes statutory attorney’s fees of \$4,537.50.

Table 1

Parcel 803 (PUE)	\$15,170.00
Parcels 705 A&B (TCE) and Parcel 805 (PUE)	\$15,170.00
Parcels 701 A&B (TCE) and Parcel 801 (PUE)	\$121,207.50
Parcel 700 (TCE)	\$20,170
TOTAL	\$171,717.50

**IN THE TWENTIETH JUDICIAL CIRCUIT COURT
IN AND FOR CHARLOTTE COUNTY, FLORIDA
CIVIL DIVISION**

PEACE RIVER MANASOTA REGIONAL WATER
SUPPLY AUTHORITY, an interlocal governmental
entity of the State of Florida,

Petitioner,

CASE NO: 2018-CA-000581

v.

PARCEL(S): 700

THREE RIVERS SUBDIVISION PROPERTY
OWNERS ASSOCIATION, a Florida not-for-profit
corporation; CHARLES WESLEY RYAN, as trustee
for the CHARLES WESLEY RYAN REVOCABLE
TRUST dated January 6, 2017; BK PROPERTIES I,
LLC, a Florida limited liability company; MARTIN
L. RIETVELD and PENNY S. RIETVELD, as
Husband and Wife; VICKIE L. POTTS,
CHARLOTTE COUNTY TAX COLLECTOR; and
any and all other persons having or claiming to have
any right, title or interest by, through, under or against
the above-named defendants, or otherwise claiming
any right, title, or interest in the real property
described in this action,
et al.,

Defendants.

_____ /

STIPULATED ORDER OF TAKING AND FINAL JUDGMENT

THIS CAUSE, having come before the Court upon the Joint Motion for Entry of Stipulated Order of Taking and Final Judgment (“Joint Motion”) made by Petitioner, PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY (“Petitioner” or “Peace River”), and Defendants, MARTIN L. AND PENNY S. RIETVELD (“Defendants” or the “Rietvelds”), and the Court having reviewed the record and being otherwise fully advised in the premises, it is hereby,

ORDERED AND ADJUDGED as follows:

1. This Court has jurisdiction over this action, the parties to this action, and Parcel 700, which is described in **Exhibit “A”** attached hereto. All parties were properly served with process or have otherwise waived service of process and have appeared in this action. Proper notice was given to all persons having or claiming any equity, lien, title, or other interest in or to the Subject Property.

2. The parties were authorized to enter into the Joint Motion. The Petition in Eminent Domain, Amended Petition in Eminent Domain, and all other papers filed herein by Petitioner are in proper and sufficient form, and the Petitioner is properly exercising its right and power of eminent domain.

3. The estimate of value filed in this cause by the Petitioner was made in good faith, and based upon a valid appraisal.

4. The parties stipulate that the Petitioner when selecting the parcel to condemn, considered safety factors, costs, alternative alignments, its long-range plans, and environmental factors. In selecting the Parcel 700 to condemn, Petitioner acted legally, in good faith and did not abuse its discretion.

5. The taking of the interest described is reasonably necessary to construct, operate, maintain, inspect, repair, remove and replace a water transmission pipeline and appurtenant facilities connecting the Peace River Authority regional delivery system on U.S. 17, at the Desoto County/Charlotte County line, to the City of Punta Gorda Shell Creek Water Treatment Plant on South Washington Loop Road in Charlotte County (the “Project”).

6. The construction of the Project is in the public interest as it develops potential water sources and moves water from existing and new sources to the areas of demand. The Project will

further the public interest by expanding the capacity and enhancing the reliability of Peace River's regional water utility system to provide valuable back-up and emergency supply capacity as well as ensure an adequate water supply will be available to all members and customers.

7. Parcel 700 is being acquired for this public purpose.

8. Defendants waive any and all objections to the reasonable necessity for a public purpose of the taking of Defendants' right, title, and interest in Parcel 700, and expressly agree and stipulates to the taking of Parcel 700 and the sufficiency of the pleadings in this matter. Peace River is hereby granted a temporary construction easement on over and across Parcel 700 upon the following terms:

a) Peace River, its successors and assigns, hereby shall have the right, title and interest to an exclusive temporary construction easement and staging area over, above, across, through and under Parcel 700, for the purpose of connecting the Peace River Manasota Regional Water Supply Authority's regional water transmission pipeline system to the City of Punta Gorda, Florida. Which easement rights shall extend to Peace River's agents, employees, licensees or such other persons or entities as Peace River deems necessary for the proper completion of the project.

b) The easement rights granted herein include the right to occupy and use Parcel 700 for construction activities for the construction, operation maintenance, inspection, repair, removal and replacement of the Project described herein and its appurtenant facilities, including, but not limited to, providing vehicular, equipment, and pedestrian access to the construction site as well as excavating, storing material and equipment, and removing vegetation, structures or fences. Notwithstanding the foregoing, if Peace River removes any vegetation or structures of Parcel 700, Peace River shall remove and the dispose of same (if they are not

otherwise reinstalled by Peace River). Any excavated materials that are not used within the project shall also be permanently removed by Peace River from Parcel 700 by the expiration of this Temporary Construction Easement. In addition:

i. During construction activity, Peace River shall have the right to construct, relocate, maintain and replace fencing on Parcel 700. Any fencing that is not reinstalled shall be permanently removed by Peace River.

ii. During construction activity, Peace River shall not unreasonably restrict ingress or egress to the Rietveld's property abutting Parcel 700. Notwithstanding the foregoing, Peace River shall be permitted to restrict or deny ingress and egress across Parcel 700 for safety purposes as necessary in Peace River's reasonable discretion during construction activity.

iii. After completion of construction activity, Peace River will remove all construction equipment and unused materials. To the extent practicable, Peace River will regrade the disturbed surface areas of Parcel 700 to the grade which existed prior to the commencement of construction and install Bahia sod, in those disturbed surface areas of Parcel 700.

c) The rights of Peace River shall cease and terminate, and all right, title and interest hereby conveyed shall revert to Owners or its successors and assigns, upon the earlier of: (i) two (2) years from the entry of this Order; or (ii) the recording of a Certificate of Completion of the construction of the project which Peace River shall record no later than thirty (30) days from the date the facility is put in service.

d) Peace River shall be responsible for obtaining and fulfilling all permitting requirements for the project including the requirements of any right-of-way use permits associated

with activities within the Charlotte County right-of-way and the Owner shall not be responsible for fulfilling any of the requirements of said permits.

9. Upon payment of the monies herein ordered to be deposited as evidenced by the Clerk's Certificate of Deposit into the Registry of the Court, the easement interests described herein shall be vested in the Petitioner.

10. The Rietvelds shall have and recover from the Petitioner the total sum of Twenty Thousand Dollars and Zero Cents (\$20,000.00) as full, total, and final compensation for all property taken and damages resulting to any remainder property, and all claims and damages of any kind and nature whatsoever claimed by the Rietvelds or any person or entity claiming by, through, or under the Rietvelds arising from this taking and use of Parcel 700 ("Total Compensation"). The Total Compensation is inclusive of interest, total and final experts' fees and costs pursuant to §73.091, *Florida Statutes*, total and final attorneys' fees and costs pursuant to §73.092, *Florida Statutes*, costs, apportionment claims, and any other supplemental proceedings and claims.

11. The Total Compensation paid by the Petitioner is full, just, and reasonable.

12. Within twenty (20) days of the entry of this Order, the Petitioner shall deposit into the Registry of the Court the total amount of Twenty Thousand Dollars and Zero Cents (\$20,000.00), which amount shall constitute the Total Compensation; Petitioner shall deposit the additional sum of One Hundred Seventy Dollars and Zero Cents (\$170.00) for the Clerk's Fee.

13. Upon receipt of the deposited funds, the Clerk of the Court shall forthwith and without further order disburse the sum of Twenty Thousand Dollars and Zero Cents (\$20,000.00) by making and mailing a check payable to the Trust Account of Trenam Kemker, P.A, Attention: Paul D. Bain, Esquire, 101 E. Kennedy Blvd., Ste. 2700, Tampa, Florida 33602, as attorney for

the Defendant.

14. Upon deposit, as set forth above, and without further notice of the Court, the Petitioner shall be entitled to possession of Parcel 700 as described herein.

15. The clerk of the Court shall send a copy of the Stipulated Order of Taking and Final Judgment to the Petitioner's counsel at the address shown below within forty-five (45) days of the date of this order.

16. The Court retains jurisdiction to enforce the terms of the settlement of this case by and amongst the parties and this Stipulated Order of Taking and Final Judgment.

DONE AND ORDERED in Chambers, at Punta Gorda, Charlotte County, Florida on _____, 2018.

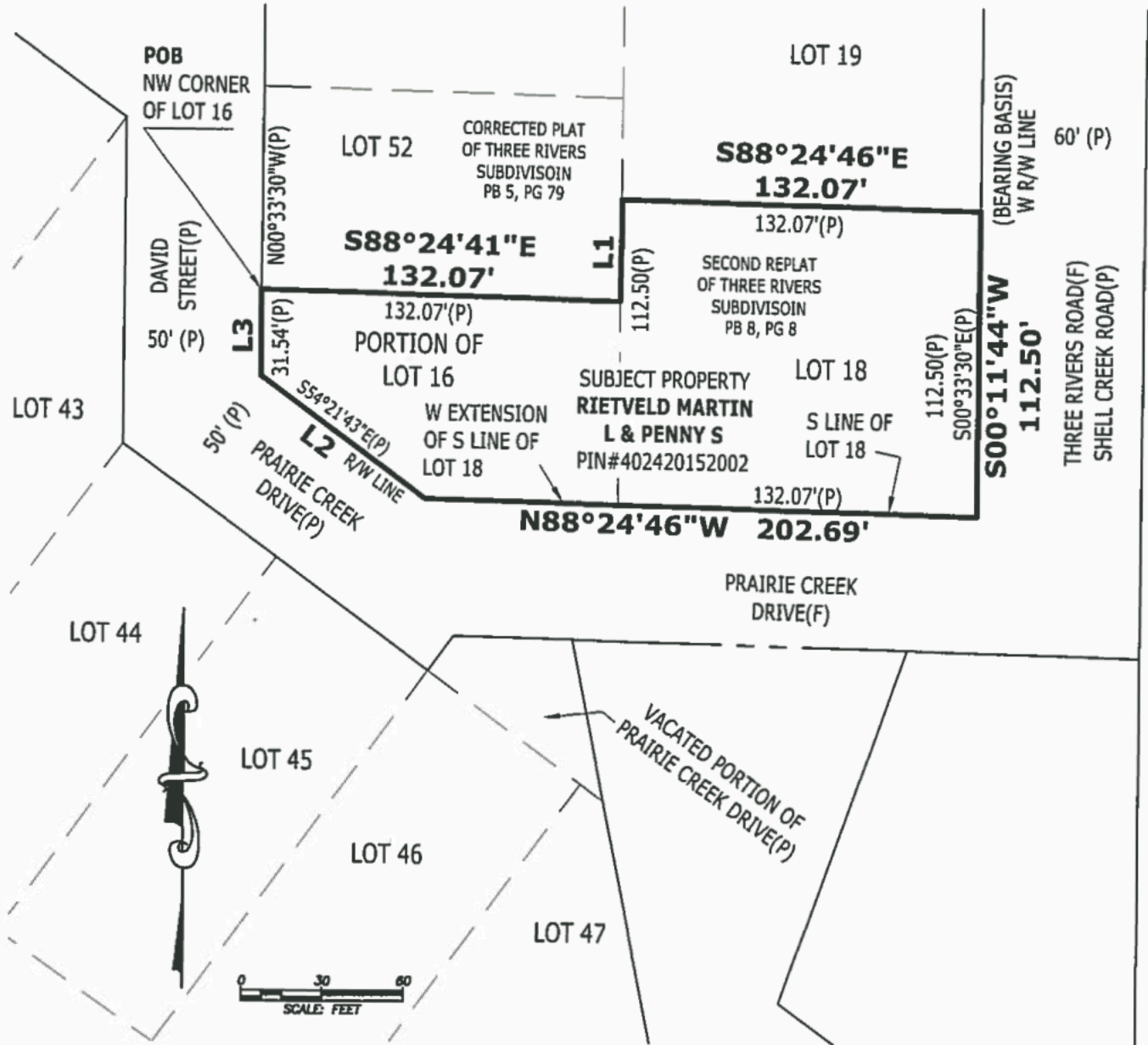
The Honorable Lisa S. Porter
Circuit Court Judge

Conformed copies to:
All Counsel of Record

THIS IS NOT A SURVEY

SECTION 20, TOWNSHIP 40 SOUTH, RANGE 24 EAST
CHARLOTTE COUNTY, FLORIDA

PARCEL 700



PEACE RIVER REGIONAL WATER SUPPLY AUTHORITY

TEMPORARY CONSTRUCTION EASEMENT

SCALE 1"=60'	DATE 8/22/2017	JOB No. 8961-005-001		
DRAWN RBC	CHECKED GB	SECTION 20	TOWNSHIP 40 S	RANGE 24 E

CERTIFIED AS TO SKETCH AND LEGAL DESCRIPTION
Sketch and Legal Description not valid without the signature and the
original raised seal of a Florida licensed Surveyor and Mapper.

King
ENGINEERING ASSOCIATES, INC.

4921 Memorial Highway
One Memorial Center, Suite 300
Tampa, Florida 33634
Phone 813 880-8881
Fax 813 880-8882
www.kingengineering.com
LB2610

Greg Baksis
GREG BAKSIS

PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA # L.S. 6956
CERTIFICATE OF AUTHORIZATION No. LB 2610

Q:\SURVEY\18961\005\001\Production\Drawings\PR PH1-TCESmt S&L-RietveldProperty.dwg, January 22, 2018 3:59 PM, King Engineering Associate Inc.

THIS IS NOT A SURVEY

LEGAL DESCRIPTION: (BY KING ENGINEERING)

ALL OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 719, PAGE 345 OF THE PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA, BEING LOT 18 AND A PORTION OF LOT 16 OF THE SECOND REPLAT OF THREE RIVERS SUBDIVISION, ACCORDING TO PLAT BOOK 8, PAGES 8A AND 8B, OF THE PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGIN AT THE NORTHWEST CORNER OF SAID LOT 16; THENCE SOUTH 88°24'41" EAST ALONG THE NORTH LINE OF SAID LOT 16, A DISTANCE OF 132.07 FEET TO A POINT ON THE WEST LINE OF SAID LOT 18; THENCE NORTH 00°11'44" EAST ALONG SAID WEST LINE, A DISTANCE OF 37.50 FEET TO THE NORTHWEST CORNER OF SAID LOT 18; THENCE SOUTH 88°24'46" EAST ALONG THE NORTH LINE OF SAID LOT 18, A DISTANCE OF 132.07 FEET TO THE NORTHEAST CORNER OF SAID LOT 18; THENCE SOUTH 00°11'44" WEST ALONG THE EAST LINE OF SAID LOT 18, A DISTANCE OF 112.50 FEET TO THE SOUTHEAST CORNER OF SAID LOT 18; THENCE NORTH 88°24'46" WEST ALONG THE SOUTH LINE OF SAID LOT 18, AND A WESTERLY EXTENSION THEREOF, A DISTANCE OF 202.69 FEET TO A POINT ON THE RIGHT-OF-WAY LINE OF PRAIRIE CREEK DRIVE(50 FEET WIDE RIGHT-OF-WAY); THENCE NORTH 53°36'29" WEST ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 76.13 FEET TO THE SOUTHWEST CORNER OF SAID LOT 16; THENCE NORTH 00°11'44" EAST ALONG THE WEST LINE OF SAID LOT 16, A DISTANCE OF 31.54 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.538 ACRES.

LEGEND:

- ORB = OFFICIAL RECORDS BOOK
- PB = PLAT BOOK
- PG = PAGE OR PAGES
- PIN = CHARLOTTE COUNTY PROPERTY APPRAISER
PARCEL IDENTIFICATION NUMBER
- POB = POINT OF BEGINNING
- (P) = PLAT OR PLAT MEASUREMENT
- (F) = FIELD

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N00°11'44"E	37.50'
L2	N53°36'29"W	76.13'
L3	N00°11'44"E	31.54'

SURVEYOR'S NOTES:

1. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND OR OWNERSHIP WERE FURNISHED TO OR PURSUED BY THE UNDERSIGNED.
2. UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.
3. THIS IS A SKETCH AND LEGAL DESCRIPTION ONLY, NOT A FIELD SURVEY.
4. BEARINGS ARE BASED ON WEST RIGHT-OF-WAY LINE OF THREE RIVERS ROAD, BEING SOUTH 00°11'44" WEST, AS SHOWN HEREON.
5. DISTANCES SHOWN HEREON ARE IN US FEET.

PEACE RIVER REGIONAL WATER SUPPLY AUTHORITY

TEMPORARY CONSTRUCTION EASEMENT



4921 Memorial Highway
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 Tampa, Florida 33634
 Phone 813 880-8881
 Fax 813 880-8882
 www.kingengineering.com
 LB2610

Q:\SURVEY\18961\005\001\Production\Drawings\PR PH1-TCESmt S&L-RietveldProperty.dwg, January 22, 2018 3:59 PM, King Engineering Associate Inc.

**IN THE TWENTIETH JUDICIAL CIRCUIT COURT
IN AND FOR CHARLOTTE COUNTY, FLORIDA
CIVIL DIVISION**

PEACE RIVER MANASOTA REGIONAL WATER
SUPPLY AUTHORITY, an interlocal governmental
entity of the State of Florida,

Petitioner,

CASE NO: 2018-CA-000581

v.

PARCEL(S): 701A&B and 801

THREE RIVERS SUBDIVISION PROPERTY
OWNERS ASSOCIATION, a Florida not-for-profit
corporation; CHARLES WESLEY RYAN, as trustee
for the CHARLES WESLEY RYAN REVOCABLE
TRUST dated January 6, 2017; BK PROPERTIES I,
LLC, a Florida limited liability company; MARTIN
L. RIETVELD and PENNY S. RIETVELD, as
Husband and Wife; VICKIE L. POTTS,
CHARLOTTE COUNTY TAX COLLECTOR; and
any and all other persons having or claiming to have
any right, title or interest by, through, under or against
the above-named defendants, or otherwise claiming
any right, title, or interest in the real property
described in this action,
et al.,

Defendants.

_____ /

STIPULATED ORDER OF TAKING AND FINAL JUDGMENT

THIS CAUSE, having come before the Court upon the Joint Motion for Entry of Stipulated Order of Taking and Final Judgment (“Joint Motion”) made by Petitioner, PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY (“Petitioner” or “Peace River”), and Defendant, THREE RIVERS SUBDIVISION PROPERTY OWNERS ASSOCIATION (“Defendant” or “Three Rivers”), and the Court having reviewed the record and being otherwise fully advised in the premises, it is hereby,

ORDERED AND ADJUDGED as follows:

1. This Court has jurisdiction over this action, the parties to this action, and Parcels 701A&B and 801, which is described in **Exhibit “A”** attached hereto. All parties were properly served with process or have otherwise waived service of process and have appeared in this action. Proper notice was given to all persons having or claiming any equity, lien, title, or other interest in or to the Subject Property.

2. The parties were authorized to enter into the Joint Motion. The Petition in Eminent Domain, the Amended Petition in Eminent Domain, and all other papers filed herein by Petitioner are in proper and sufficient form, and the Petitioner is properly exercising its right and power of eminent domain.

3. The estimate of value filed in this cause by the Petitioner was made in good faith, and based upon a valid appraisal.

4. The parties stipulate that the Petitioner when selecting the parcel to condemn, considered safety factors, costs, alternative alignments, its long-range plans, and environmental factors. In selecting the Parcels 701A&B and 801 to condemn, Petitioner acted legally, in good faith and did not abuse its discretion.

5. The taking of the interest described is reasonably necessary to construct, operate, maintain, inspect, repair, remove and replace a transmission pipeline and appurtenant facilities connecting the Peace River Authority regional delivery system on U.S. 17, at the Desoto County/Charlotte County line, to the City of Punta Gorda Shell Creek Water Treatment Plant on South Washington Loop Road in Charlotte County (the “Project”).

6. The construction of the Project is in the public interest as it develops potential water sources and moves water from existing and new sources to the areas of demand. The Project will

further the public interest by expanding the capacity and enhancing the reliability of Peace River's regional water utility system to provide valuable back-up and emergency supply capacity as well as ensure an adequate water supply will be available to all members and customers.

7. Parcels 701A&B and 801 are being acquired for this public purpose.

8. Defendant waives any and all objections to the reasonable necessity for a public purpose of the taking of Defendant's right, title, and interest in Parcels 701A&B and 801, and expressly agrees and stipulates to the taking of Parcels 701A&B and 801 and the sufficiency of the pleadings in this matter. Peace River is hereby granted a permanent, nonexclusive water transmission pipeline easement on over and across Parcel 801 and a temporary construction easement over and across Parcels 701A&B upon the following terms:

a) Peace River, its successors and assigns, hereby shall have the right, title and interest to a permanent, perpetual, nonexclusive water transmission pipeline easement over, above, across, through and under Parcel 801, for the purpose of connecting the Peace River Manasota Regional Water Supply Authority's regional water transmission pipeline system to construct the City of Punta Gorda, Florida. Peace River shall install no more than one operational pipeline, which pipeline shall have an inside diameter not to exceed twenty-four (24) inches; Peace River shall install no other operational pipelines or utilities within the easement. Peace River, its successors and assigns, hereby shall also have the right, title and interest to a temporary construction easement over, above, across, through and under Parcels 701A&B, for the purpose of conducting activities necessary to construct the Project. The easement rights granted herein include the right to occupy and use Parcels 701A&B and 801 for the construction, operation, maintenance, inspection, repair, removal and replacement of the Project described herein and its appurtenant facilities. Which easement rights shall extend to Peace River's agents, employees,

licensees or such other persons or entities as Peace River deems necessary for the proper completion of the project. In addition:

i. In the event that the surface of the easement area is disturbed during construction, Peace River shall restore the grade to the condition which existed prior to the commencement as nearly as practicable and re-sod any disturbed areas. Prior to termination of Parcel 701 A&B, Peace River shall re-asphalt the entire driveway skirt which exists adjacent to Prairie Creek Drive and any other areas where asphalt has been disturbed and Peace River shall resurface all asphalt within the paved area of Parcels 701A&B and 801.

ii. In the event that the pipeline is located within the area of the water transmission pipeline easement, the pipeline shall be constructed to maintain a six (6) feet of cover within the easement area.

iii. Peace River shall construct no permanent above ground facilities within the area of the Parcel 801.

iv. The rights of Peace River in connection with Parcel 701A&B shall be a temporary construction easement and shall cease and terminate, and all right, title and interest hereby conveyed shall revert to Owners or its successors and assigns, upon the earlier of: (i) two (2) years from the entry of this Order; or (ii) the recording of a Certificate of Completion of the construction of the project which Peace River shall record no later than thirty (30) days from the date the facility is put in service.

v. Three Rivers shall have the right to utilize the boat ramp within the area of Parcels 701A&B and 801 during the term of the construction easement provided that the use of said boat ramp does not interfere with the rights of Peace River granted herein.

vi. Peace River shall be responsible for obtaining and fulfilling all permitting requirements for the project including the requirements of any right-of-way use permits associated with activities within the Charlotte County right-of-way and the Owner shall not be responsible for fulfilling any of the requirements of said permits.

vii. Peace River shall construct its project in substantial conformance with the construction plans, a copy of which shall be submitted upon final approval from Peace River.

viii. Prior to termination of Parcel 701 A&B, Peace River shall replace the culvert pipe existing on Prairie Creek Drive at the driveway apron for the boat ramp.

ix. Three Rivers shall be allowed to construct a drainage outfall pipe between the surface of the ground and top of Peace River's pipeline provided that a separation of at least three (3) feet is maintained between the two pipes and Peace River reviews and approves engineering drawings depicting the proposed drainage outfall pipe. Peace River's review shall be at no cost to Three Rivers and its approval shall not be unreasonably withheld.

9. Upon payment of the monies herein ordered to be deposited as evidenced by the Clerk's Certificate of Deposit into the Registry of the Court, the easement interests described herein shall be vested in the Petitioner.

10. Three Rivers shall have and recover from the Petitioner the total sum of One Hundred Thousand Dollars and Zero Cents (\$100,000.00) as full, total, and final compensation for all property taken and damages resulting to any remainder property, and all claims and damages of any kind and nature whatsoever claimed by Three Rivers or any person or entity claiming by, through, or under Three Rivers arising from this taking and use of Parcels 701A&B and 801. Additionally, in satisfaction of §73.091 and §73.092, *Florida Statutes*, Three Rivers shall recover

the sum of Sixteen Thousand, Five Hundred Dollars and Zero Cents (\$16,500.00) in statutory attorney's fees and the sum of Four Thousand, Five Hundred Thirty-Seven Dollars and Fifty Cents (\$4,537.50) in payment of all taxable costs associated with this matter. No additional fees or cost shall be awarded in connection Parcels 701A&B and 801, including but not limited to, additional attorneys' fees and costs, apportionment claims, and any other supplemental proceedings and claims ("Total Compensation").

11. The Total Compensation paid by the Petitioner is full, just, and reasonable.

12. Within twenty (20) days of the entry of this Order, the Petitioner shall deposit into the Registry of the Court the total amount of One Hundred Twenty One Thousand Thirty Seven Dollars and No Cents (\$121,037.00), which amount shall constitute the Total Compensation recoverable connection with the acquisition of Parcels 701A&B and 801; Petitioner shall deposit the additional sum of One Hundred Seventy Dollars and Zero Cents (\$170.00) for the Clerk's Fee.

13. Upon receipt of the deposited funds, the Clerk of the Court shall forthwith and without further order disburse the sum of One Hundred Twenty One Thousand Thirty Seven Dollars and No Cents (\$121,037.00) by making and mailing a check payable to the Trust Account of Trenam Kemker, P.A, Attention: Paul D. Bain, Esquire, 101 E. Kennedy Blvd., Ste. 2700, Tampa, Florida 33602, as attorney for the Defendant.

14. Under separate cover, Three Rivers shall provide to the Petitioner the required disclosures pursuant to §286.23, *Florida Statutes*.

15. Upon deposit, as set forth above, and without further notice of the Court, the Petitioner shall be entitled to possession of Parcels 701A&B and 801 as described herein.

16. The clerk of the Court shall send a copy of the Stipulated Order of Taking and Final Judgment to the Petitioner's counsel at the address shown below within forty-five (45) days of the

date of this order.

17. The Court retains jurisdiction to enforce the terms of the settlement of this case by and amongst the parties and this Stipulated Order of Taking and Final Judgment.

DONE AND ORDERED in Chambers, at Punta Gorda, Charlotte County, Florida on _____
_____, 2018.

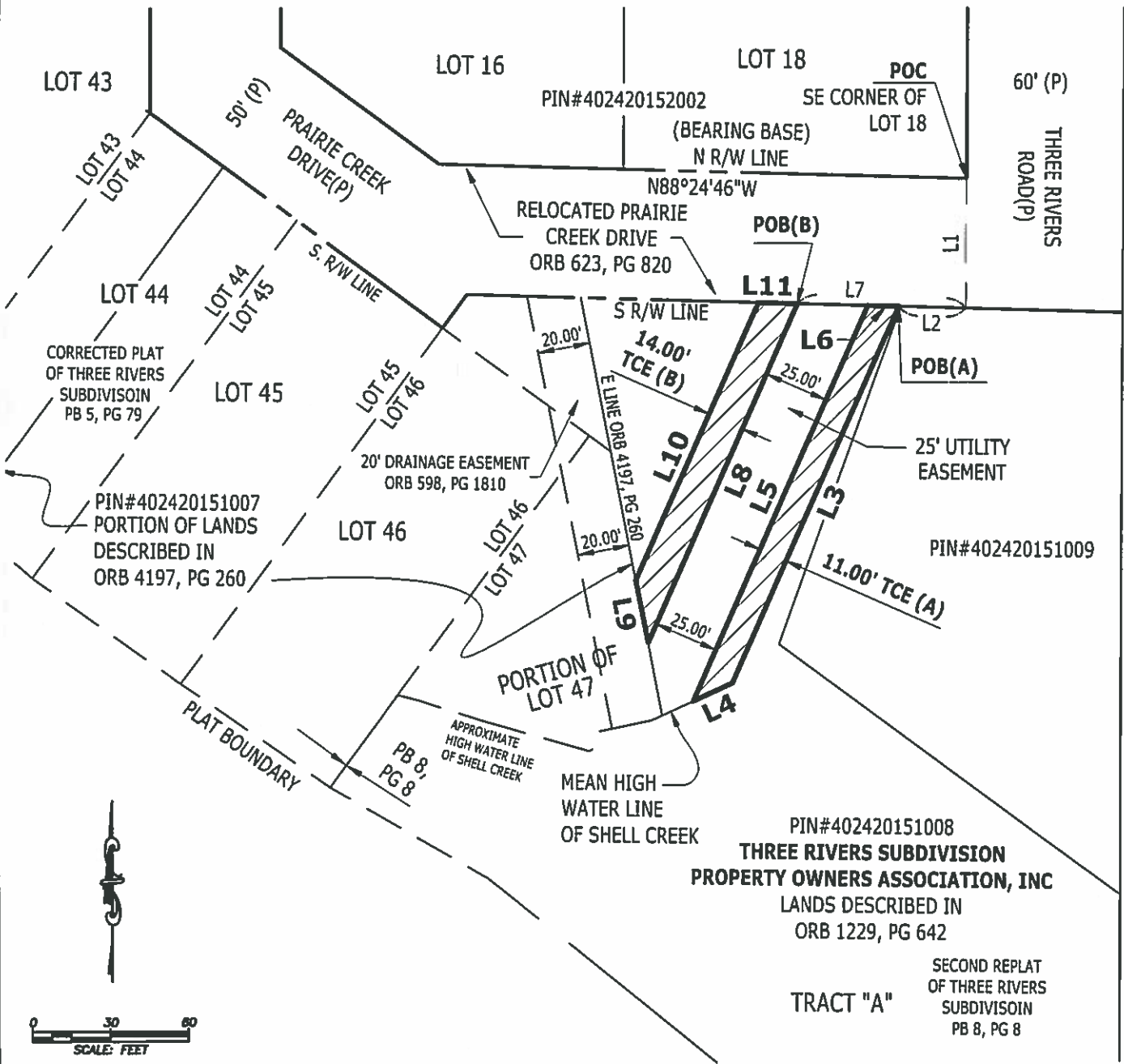
The Honorable Lisa S. Porter
Circuit Court Judge

Conformed copies to:
All Counsel of Record

THIS IS NOT A SURVEY

SECTION 20, TOWNSHIP 40 SOUTH, RANGE 24 EAST
CHARLOTTE COUNTY, FLORIDA

PARCELS 701A & 701B



PEACE RIVER REGIONAL WATER SUPPLY AUTHORITY

TEMPORARY CONSTRUCTION EASEMENTS

SCALE 1"=60'	DATE 7/31/2017	JOB No. 8961-005-001		
DRAWN RBC	CHECKED GB	SECTION 20	TOWNSHIP 40 S	RANGE 24 E

CERTIFIED AS TO SKETCH AND LEGAL DESCRIPTION
Sketch and Legal Description not valid without the signature and the original raised seal of a Florida licensed Surveyor and Mapper.



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Greg Baksis

GREG BAKSIS
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA # L.S. 6956
CERTIFICATE OF AUTHORIZATION No. LB 2610

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THIS IS NOT A SURVEY

LEGAL DESCRIPTION: (BY KING ENGINEERING)

11.00' WIDE TEMPORARY CONSTRUCTION EASEMENT (A)

A PORTION OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1229, PAGE 642 OF THE PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA, BEING IN SECTION 20, TOWNSHIP 40 SOUTH, RANGE 20 EAST, CHARLOTTE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF LOT 18, OF SECOND REPLAT OF THREE RIVERS SUBDIVISION, ACCORDING TO PLAT BOOK 8, PAGES 8A AND 8B, OF THE PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA; THENCE SOUTH 00°11'44" WEST A DISTANCE OF 50.02 FEET; THENCE NORTH 88°24'46" WEST ALONG THE SOUTH RIGHT-OF-WAY LINE OF RELOCATED PRAIRIE CREEK DRIVE AS RECORDED IN OFFICIAL RECORDS BOOK 623, PAGE 820, OF THE PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA, A DISTANCE OF 25.76 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 23°45'14" WEST, A DISTANCE OF 158.33 FEET TO THE MEAN HIGH WATER LINE OF SHELL CREEK; THENCE SOUTH 65°15'23" WEST ALONG SAID MEAN HIGH WATER LINE, A DISTANCE OF 16.60 FEET , THENCE LEAVING SAID MEAN HIGH WATER LINE, NORTH 23°45'14" EAST, A DISTANCE OF 166.28 FEET TO SAID SOUTH RIGHT-OF-WAY LINE; THENCE SOUTH 88°24'46" EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 11.88 FEET TO THE POINT OF BEGINNING.
CONTAINING 0.041 ACRES

14.00' WIDE TEMPORARY CONSTRUCTION EASEMENT (B)

A PORTION OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1229, PAGE 642 OF THE PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA, BEING IN SECTION 20, TOWNSHIP 40 SOUTH, RANGE 20 EAST, CHARLOTTE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF LOT 18, OF SECOND REPLAT OF THREE RIVERS SUBDIVISION, ACCORDING TO PLAT BOOK 8, PAGES 8A AND 8B, OF THE PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA; THENCE SOUTH 00°11'44" WEST A DISTANCE OF 50.02 FEET; THENCE NORTH 88°24'46" WEST ALONG THE SOUTH RIGHT-OF-WAY LINE OF RELOCATED PRAIRIE CREEK DRIVE AS RECORDED IN OFFICIAL RECORDS BOOK 623, PAGE 820, OF THE PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA, A DISTANCE OF 64.63 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 23°45'14" WEST, A DISTANCE OF 142.44 FEET TO THE EAST LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4197, PAGE 260, OF THE PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA; THENCE NORTH 11°04'46" WEST ALONG SAID EAST LINE, A DISTANCE OF 24.51 FEET; THENCE, LEAVING SAID EAST LINE NORTH 23°45'14" EAST, A DISTANCE OF 116.61 FEET TO SAID SOUTH RIGHT-OF-WAY LINE; THENCE SOUTH 88°24'46" EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 15.12 FEET TO THE POINT OF BEGINNING.
CONTAINING 0.042 ACRES

LEGEND:

ORB = OFFICIAL RECORDS BOOK PB = PLAT BOOK PG = PAGE OR PAGES
PIN = CHARLOTTE COUNTY PROPERTY APPRAISER PARCEL IDENTIFICATION NUMBER
POB = POINT OF BEGINNING POC = POINT OF COMMENCEMENT
(P) = PLAT OR PLAT MEASUREMENT TCE = TEMPORARY CONSTRUCTION EASEMENT

SURVEYOR'S NOTES:

1. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND OR OWNERSHIP WERE FURNISHED TO OR PURSUED BY THE UNDERSIGNED.
2. UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.
3. THIS IS A SKETCH AND LEGAL DESCRIPTION ONLY, NOT A FIELD SURVEY.
4. BEARINGS ARE BASED ON NORTH RIGHT-OF-WAY LINE OF PRAIRIE CREEK DRIVE, BEING NORTH 88°24'46" WEST, AS SHOWN HEREON.
5. DISTANCES SHOWN HEREON ARE IN US FEET.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S00°11'44"W	50.02'
L2	N88°24'46"W	25.76'
L3	S23°45'14"W	158.33'
L4	S65°15'23"W	16.60'
L5	N23°45'14"E	166.28'
L6	S88°24'46"E	11.88'
L7	N88°24'46"W	64.63'
L8	S23°45'14"W	142.44'
L9	N11°04'46"W	24.51'
L10	N23°45'14"E	116.61'
L11	S88°24'46"E	15.12'

PEACE RIVER REGIONAL WATER SUPPLY AUTHORITY

TEMPORARY CONSTRUCTION EASEMENTS



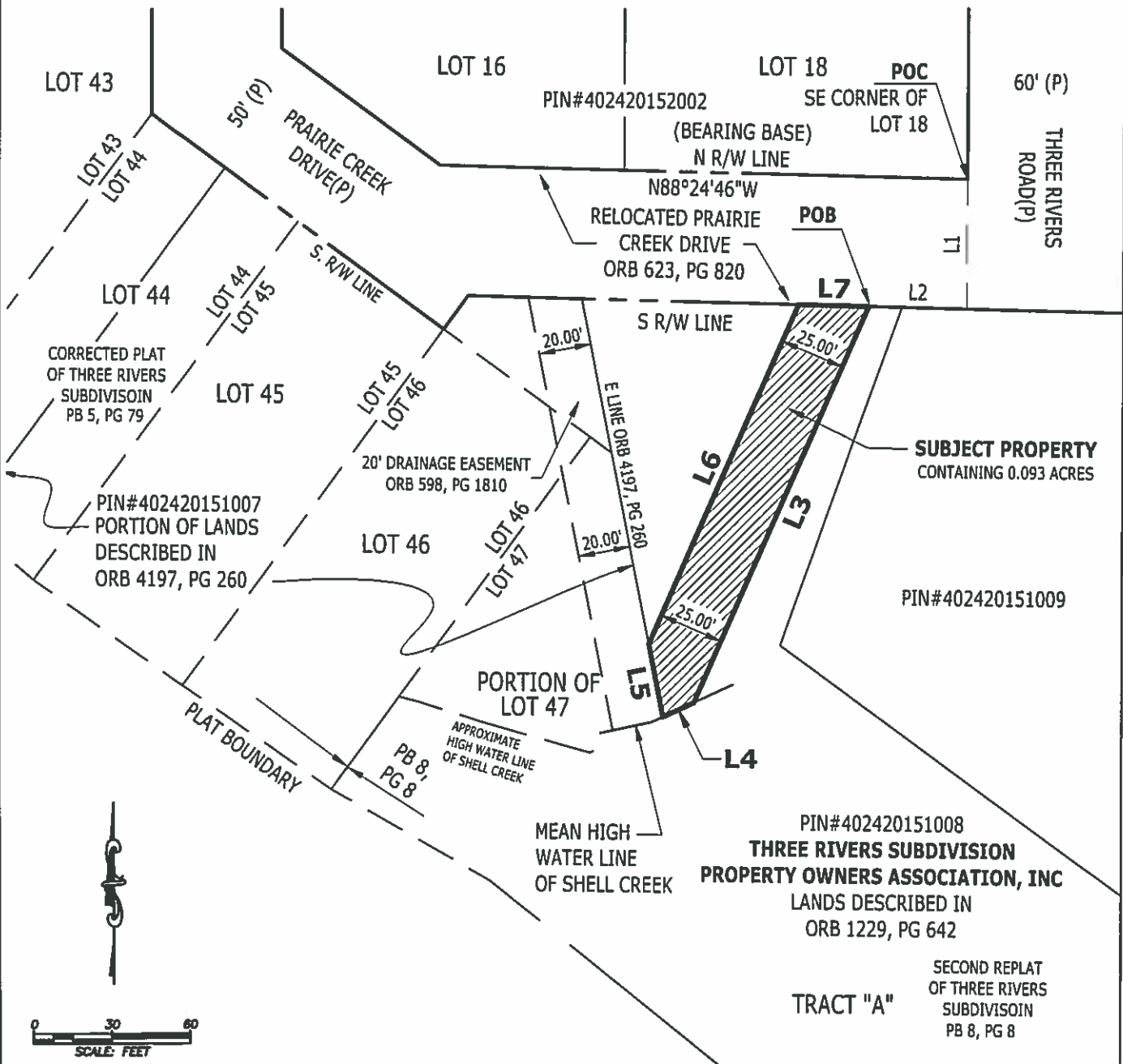
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C:\SURVEY\1996\1005\001\Production\Drawings\PR PH1-TEMP UTILITY Esmt S&L-HOA Property-REV1.dwg, January 22, 2018 9:49 AM, King Engineering Associate Inc.

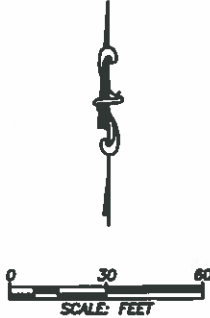
THIS IS NOT A SURVEY

PARCEL 801

SECTION 20, TOWNSHIP 40 SOUTH, RANGE 24 EAST
CHARLOTTE COUNTY, FLORIDA



C:\SURVEY\8961\005\001\Production\Drawings\PR PH1-UTILITY Esmt S&L-HOA Property.dwg, January 22, 2018 9:28 AM, King Engineering Associate Inc.



PEACE RIVER REGIONAL WATER SUPPLY AUTHORITY

PERMANENT UTILITY EASEMENT

SCALE 1"=60'	DATE 7/31/2017	JOB No. 8961-005-001		
DRAWN RBC	CHECKED GB	SECTION 20	TOWNSHIP 40 S	RANGE 24 E

CERTIFIED AS TO SKETCH AND LEGAL DESCRIPTION
Sketch and Legal Description not valid without the signature and the original raised seal of a Florida licensed Surveyor and Mapper.



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Greg Baksis
GREG BAKSIS

PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA # L.S. 6956
CERTIFICATE OF AUTHORIZATION No. LB 2610

THIS IS NOT A SURVEY

LEGAL DESCRIPTION: (BY KING ENGINEERING)

A PORTION OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1229, PAGE 642 OF THE PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA, BEING IN SECTION 20, TOWNSHIP 40 SOUTH, RANGE 20 EAST, CHARLOTTE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF LOT 18, OF SECOND REPLAT OF THREE RIVERS SUBDIVISION, ACCORDING TO PLAT BOOK 8, PAGES 8A AND 8B, OF THE PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA; THENCE SOUTH 00°11'44" WEST A DISTANCE OF 50.02 FEET; THENCE NORTH 88°24'46" WEST ALONG THE SOUTH RIGHT-OF-WAY LINE OF RELOCATED PRAIRIE CREEK DRIVE AS RECORDED IN OFFICIAL RECORDS BOOK 623, PAGE 820, OF THE PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA, A DISTANCE OF 37.63 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 23°45'14" WEST, A DISTANCE OF 166.28 FEET TO THE MEAN HIGH WATER LINE OF SHELL CREEK; THENCE SOUTH 65°15'23" WEST ALONG SAID MEAN HIGH WATER LINE, A DISTANCE OF 13.09 FEET TO THE EAST LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4197, PAGE 260, OF THE PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA; THENCE NORTH 11°04'46" WEST ALONG SAID EAST LINE, A DISTANCE OF 28.58 FEET; THENCE, LEAVING SAID EAST LINE, NORTH 23°45'14" EAST, A DISTANCE OF 142.44 FEET TO SAID SOUTH RIGHT-OF-WAY LINE; THENCE SOUTH 88°24'46" EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 27.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.093 ACRES.

LEGEND:

ORB = OFFICIAL RECORDS BOOK
PB = PLAT BOOK
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PARCEL IDENTIFICATION NUMBER
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
(P) = PLAT OR PLAT MEASUREMENT

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S00°11'44"W	50.02'
L2	N88°24'46"W	37.63'
L3	S23°45'14"W	166.28'
L4	S65°15'23"W	13.09'
L5	N11°04'46"W	28.58'
L6	N23°45'14"E	142.44'
L7	S88°24'46"E	27.00'

SURVEYOR'S NOTES:

1. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND OR OWNERSHIP WERE FURNISHED TO OR PURSUED BY THE UNDERSIGNED.
2. UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.
3. THIS IS A SKETCH AND LEGAL DESCRIPTION ONLY, NOT A FIELD SURVEY.
4. BEARINGS ARE BASED ON NORTH RIGHT-OF-WAY LINE OF PRAIRIE CREEK DRIVE, BEING NORTH 88°24'46" WEST, AS SHOWN HEREON.
5. DISTANCES SHOWN HEREON ARE IN US FEET.

PEACE RIVER REGIONAL WATER SUPPLY AUTHORITY

PERMANENT UTILITY EASEMENT

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ENGINEERING ASSOCIATES, INC.

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LB2610

**IN THE TWENTIETH JUDICIAL CIRCUIT COURT
IN AND FOR CHARLOTTE COUNTY, FLORIDA
CIVIL DIVISION**

PEACE RIVER MANASOTA REGIONAL WATER
SUPPLY AUTHORITY, an interlocal governmental
entity of the State of Florida,

Petitioner,

CASE NO: 2018-CA-000581

v.

PARCEL(S): 705A&B and 805

THREE RIVERS SUBDIVISION PROPERTY
OWNERS ASSOCIATION, a Florida not-for-profit
corporation; CHARLES WESLEY RYAN, as trustee
for the CHARLES WESLEY RYAN REVOCABLE
TRUST dated January 6, 2017; BK PROPERTIES I,
LLC, a Florida limited liability company; MARTIN
L. RIETVELD and PENNY S. RIETVELD, as
Husband and Wife; VICKIE L. POTTS,
CHARLOTTE COUNTY TAX COLLECTOR; and
any and all other persons having or claiming to have
any right, title or interest by, through, under or against
the above-named defendants, or otherwise claiming
any right, title, or interest in the real property
described in this action,
et al.,

Defendants.

STIPULATED ORDER OF TAKING AND FINAL JUDGMENT

THIS CAUSE, having come before the Court upon the Joint Motion for Entry of Stipulated Order of Taking and Final Judgment (“Joint Motion”) made by Petitioner, PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY (“Petitioner” or “Peace River”), and Defendant, BK PROPERTIES I, LLC (“Defendant” or “BK Properties”), and the Court having reviewed the record and being otherwise fully advised in the premises, it is hereby,

ORDERED AND ADJUDGED as follows:

1. This Court has jurisdiction over this action, the parties to this action, and Parcels 705A&B and 805, which is described in **Exhibit “A”** attached hereto. All parties were properly served with process or have otherwise waived service of process and have appeared in this action. Proper notice was given to all persons having or claiming any equity, lien, title, or other interest in or to the Subject Property.

2. The parties were authorized to enter into the Joint Motion. The Petition in Eminent Domain, Amended Petition in Eminent Domain, and all other papers filed herein by Petitioner are in proper and sufficient form, and the Petitioner is properly exercising its right and power of eminent domain.

3. The estimate of value filed in this cause by the Petitioner was made in good faith, and based upon a valid appraisal.

4. The parties stipulate that the Petitioner when selecting the parcel to condemn, considered safety factors, costs, alternative alignments, its long-range plans, and environmental factors. In selecting the Parcels 705A&B and 805 to condemn, Petitioner acted legally, in good faith and did not abuse its discretion.

5. The taking of the interest described is reasonably necessary to construct, operate, maintain, inspect, repair, remove and replace a transmission pipeline and appurtenant facilities connecting the Peace River Authority regional delivery system on U.S. 17, at the Desoto County/Charlotte County line, to the City of Punta Gorda Shell Creek Water Treatment Plant on South Washington Loop Road in Charlotte County (the “Project”).

6. The construction of the Project is in the public interest as it develops potential water sources and moves water from existing and new sources to the areas of demand. The Project will further the public interest by expanding the capacity and enhancing the reliability of Peace River’s

regional water utility system to provide valuable back-up and emergency supply capacity as well as ensure an adequate water supply will be available to all members and customers.

7. Parcels 705A&B and 805 are being acquired for this public purpose.

8. Defendant waives any and all objections to the reasonable necessity for a public purpose of the taking of Defendant's right, title, and interest in Parcels 705A&B and 805, and expressly agrees and stipulates to the taking of Parcels 705A&B and 805 and the sufficiency of the pleadings in this matter. Peace River is hereby granted a permanent, nonexclusive water transmission pipeline easement on over and across Parcel 805 and a temporary construction easement over and across Parcels 705A&B upon the following terms:

a) Peace River, its successors and assigns, hereby shall have the right, title and interest to a permanent, perpetual, nonexclusive water transmission pipeline easement over, above, across, through and under Parcel 805, for the purpose of connecting the Peace River Manasota Regional Water Supply Authority's regional water transmission pipeline system to construct the City of Punta Gorda, Florida. Peace River shall install no more than one operational pipeline, which pipeline shall have an inside diameter not to exceed twenty-four (24) inches; Peace River shall install no other operational pipelines or utilities within the easement. Peace River, its successors and assigns, hereby shall further have the right, title and interest to a temporary construction easement over, above, across, through and under Parcels 705A&B, for the purpose of conducting activities necessary to construct the Project. The easement rights granted herein include the right to occupy and use Parcels 705A&B and 805 for the construction, operation, maintenance, inspection, repair, removal and replacement of the Project described herein and its appurtenant facilities. Which easement rights shall extend to Peace River's agents,

employees, licensees or such other persons or entities as Peace River deems necessary for the proper completion of the project. In addition:

i. Peace River shall be responsible for obtaining and fulfilling all permitting requirements for the project. The Owner shall not be responsible for fulfilling any of the requirements of said permits.

ii. The rights of Peace River in connection with Parcels 705A&B shall cease and terminate, and all right, title and interest hereby conveyed shall revert to Owners or its successors and assigns, upon the earlier of: (i) two (2) years from the entry of this Order; or (ii) the recording of a Certificate of Completion of the construction of the project which Peace River shall record no later than thirty (30) days from the date the facility is put in service.

iii. Peace River shall construct its project in substantial conformance with the construction plans, a copy of which shall be submitted upon final approval from Peace River.

9. Upon payment of the monies herein ordered to be deposited as evidenced by the Clerk's Certificate of Deposit into the Registry of the Court, the easement interests described herein shall be vested in the Petitioner.

10. BK Properties shall have and recover from the Petitioner the total sum of Fifteen Thousand Dollars and Zero Cents (\$15,000.00) as full, total, and final compensation for all property taken and damages resulting to any remainder property, and all claims and damages of any kind and nature whatsoever claimed by BK Properties or any person or entity claiming by, through, or under BK Properties arising from this taking and use of Parcels 705A& B and 805 ("Full Compensation"). The Full Compensation is inclusive of interest, and final experts' fees and costs pursuant to §73.091, *Florida Statutes*, full and final attorneys' fees and costs pursuant to

§73.092, *Florida Statutes*, costs, apportionment claims, and any other supplemental proceedings and claims.

11. The Full Compensation paid by the Petitioner is full, just, and reasonable.

12. Within twenty (20) days of the entry of this Order, the Petitioner shall deposit into the Registry of the Court the total amount of Fifteen Thousand Dollars and Zero Cents (\$15,000.00) which amount shall constitute the Full Compensation recoverable connection with the acquisition of Parcels 705A&B and 805; Petitioner shall deposit the additional sum of One Hundred and Seventy Dollars and Zero Cents (\$170.00) for the Clerk's Fee.

13. Upon receipt of the deposited funds, the Clerk of the Court shall forthwith and without further order disburse the sum of Fifteen Thousand Dollars and Zero Cents (\$15,000.00) by making and mailing a check payable to the Trust Account of Trenam Kemker, P.A, Attention: Paul D. Bain, Esquire, 101 E. Kennedy Blvd., Ste. 2700, Tampa, Florida 33602, as attorney for the Defendant

14. Under separate cover, BK Properties shall provide to the Petitioner the required disclosures pursuant to §286.23, *Florida Statutes*.

15. Upon deposit, as set forth above, and without further notice of the Court, the Petitioner shall be entitled to possession of Parcels 705A&B and 805 as described herein.

16. The clerk of the Court shall send a copy of the Stipulated Order of Taking and Final Judgment to the Petitioner's counsel at the address shown below within forty-five (45) days of the date of this order.

17. The Court retains jurisdiction to enforce the terms of the settlement of this case by and amongst the parties and this Stipulated Order of Taking and Final Judgment.

DONE AND ORDERED in Chambers, at Punta Gorda, Charlotte County, Florida on _____
_____, 2018.

The Honorable Lisa S. Porter
Circuit Court Judge

Conformed copies to:
All Counsel of Record

THIS IS NOT A SURVEY

SECTION 20, TOWNSHIP 40 SOUTH, RANGE 24 EAST
CHARLOTTE COUNTY, FLORIDA

PARCELS 705A & 705B

LEGEND:

- PIN = CHARLOTTE COUNTY PROPERTY APPRAISER
PARCEL IDENTIFICATION NUMBER
- POB = POINT OF BEGINNING
- POC = POINT OF COMMENCEMENT
- TCE = TEMPORARY CONSTRUCTION EASEMENT



NW 1/4 OF THE SW 1/4

PIN#402420300001
BK PROPERTIES LLC

37.5' TCE (B)
1.162 ACRES

MEAN HIGH WATER LINE
SOUTH SIDE OF
SHELL CREEK

37.5' TCE (A)
1.162 ACRES

POB
TCE (B)



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N89°05'26\"W	37.50'
L2	N00°22'53\"E	1,256.68'
L3	S88°54'52\"E	37.51'
L4	S00°22'53\"W	1,257.23'
L5	S89°05'26\"E	25.00'
L6	N00°22'53\"E	1,257.61'
L7	S88°54'52\"E	37.51'
L8	S00°22'53\"W	1,258.17'
L9	N89°05'26\"W	37.50'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C1	93.53'	2,104.48'	2°32'47\"	N01°00'28\"E	93.53'
C2	92.86'	2,066.98'	2°34'27\"	S01°00'56\"W	92.85'
C3	92.41'	2,041.98'	2°35'35\"	N01°01'16\"E	92.40'
C4	91.73'	2,004.48'	2°37'20\"	S01°01'46\"W	91.73'

POC
SW CORNER OF
SECTION 20-40-24

SE CORNER OF THE
SW 1/4 OF THE SW 1/4 OF
SECTION 20-40-24

SOUTH LINE OF SECTION 20-40-24
(BEARING BASIS) S89°16'06\"E 1250.64'

PEACE RIVER REGIONAL WATER SUPPLY AUTHORITY

TEMPORARY CONSTRUCTION EASEMENT

SCALE 1"=200'	DATE 11/08/2017	JOB No. 8961-005-001		
DRAWN AM	CHECKED GB	SECTION 20	TOWNSHIP 40 S	RANGE 24 E

CERTIFIED AS TO SKETCH AND LEGAL DESCRIPTION
Sketch and Legal Description not valid without the signature and the
original raised seal of a Florida licensed Surveyor and Mapper.

King
ENGINEERING ASSOCIATES, INC.

4921 Memorial Highway
One Memorial Center, Suite 300
Tampa, Florida 33634
Phone 813 880-8881
Fax 813 880-8882
www.kingengineering.com
LB2610

Greg Baksis

GREG BAKSIS
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA # L.S. 6956
CERTIFICATE OF AUTHORIZATION No. LB 2610

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THIS IS NOT A SURVEY

LEGAL DESCRIPTION: (BY KING ENGINEERING)

TEMPORARY CONSTRUCTION EASEMENT (A)

A PORTION OF THOSE LANDS DESCRIBED IN OFFICIAL RECORD BOOK 3784, PAGE 116 OF THE PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA, SAME BEING A PORTION OF THE NORTH HALF OF THE SOUTH HALF OF SECTION 20, TOWNSHIP 40 SOUTH, RANGE 24 EAST, CHARLOTTE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 20, TOWNSHIP 40 SOUTH, RANGE 24 EAST, CHARLOTTE COUNTY, FLORIDA; THENCE SOUTH 89°16'06" EAST ALONG THE SOUTH LINE OF SAID SECTION 20, A DISTANCE OF 1250.64 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 20; THENCE NORTH 1°08'44" WEST ALONG THE EAST LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 20, A DISTANCE OF 478.86 FEET; THENCE, LEAVING SAID EAST LINE, NORTH 89°40'24" WEST, A DISTANCE OF 338.20 FEET; THENCE NORTH 01°13'03" WEST, A DISTANCE OF 874.60 FEET TO THE NORTH LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 20; THENCE, ALONG SAID NORTH LINE, SOUTH 89°05'26" EAST, A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING; THENCE, LEAVING SAID NORTH LINE, NORTH 00°22'53" EAST, A DISTANCE OF 1,257.61 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT; THENCE NORTHERLY 92.41 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 2,041.98 FEET, A CENTRAL ANGLE OF 02°35'35", AND A CHORD BEARING AND DISTANCE OF NORTH 01°01'16" EAST 92.40 FEET TO THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 20; THENCE, ALONG SAID NORTH LINE, SOUTH 88°54'52" EAST, A DISTANCE OF 37.51 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT; THENCE, LEAVING SAID NORTH LINE, SOUTHERLY 91.73 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 2,004.48 FEET, A CENTRAL ANGLE OF 02°37'20", AND A CHORD BEARING AND DISTANCE OF SOUTH 01°01'46" WEST 91.73 FEET; THENCE SOUTH 00°22'53" WEST, A DISTANCE OF 1,258.17 FEET TO AFORESAID NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 20; THENCE NORTH 89°05'26" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 37.50 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.162 ACRES.

TEMPORARY CONSTRUCTION EASEMENT (B)

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 20, TOWNSHIP 40 SOUTH, RANGE 24 EAST, CHARLOTTE COUNTY, FLORIDA; THENCE SOUTH 89°16'06" EAST ALONG THE SOUTH LINE OF SAID SECTION 20, A DISTANCE OF 1250.64 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID (LEGAL DESCRIPTION CONTINUED)

PEACE RIVER REGIONAL WATER SUPPLY AUTHORITY

TEMPORARY CONSTRUCTION EASEMENT



4921 Memorial Highway
One Memorial Center, Suite 300
Tampa, Florida 33634
Phone 813 880-8881
Fax 813 880-8882
www.kingengineering.com
LB2610

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THIS IS NOT A SURVEY

(LEGAL DESCRIPTION CONTINUED)

SECTION 20; THENCE NORTH 1°08'44" WEST ALONG THE EAST LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 20, A DISTANCE OF 478.86 FEET; THENCE, LEAVING SAID EAST LINE, NORTH 89°40'24" WEST, A DISTANCE OF 338.20 FEET; THENCE NORTH 01°13'03" WEST, A DISTANCE OF 874.60 FEET TO THE NORTH LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 20, SAME BEING THE POINT OF BEGINNING; THENCE NORTH 89°05'26" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 37.50 FEET; THENCE, LEAVING SAID NORTH LINE, NORTH 00°22'53" EAST, A DISTANCE OF 1,256.68 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT; THENCE NORTHERLY 93.53 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 2,104.48 FEET, A CENTRAL ANGLE OF 02°32'47", AND A CHORD BEARING AND DISTANCE OF NORTH 01°00'28" EAST 93.53 FEET TO THE NORTH LINE SAID SOUTHWEST 1/4 OF SECTION 20; THENCE SOUTH 88°54'52" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 37.51 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT; THENCE, LEAVING SAID NORTH LINE, SOUTHERLY 92.86 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 2,066.98 FEET, A CENTRAL ANGLE OF 02°34'27", AND A CHORD BEARING AND DISTANCE OF SOUTH 01°00'56" WEST 92.85 FEET; THENCE SOUTH 00°22'53" WEST, A DISTANCE OF 1,257.23 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.162 ACRES.

SURVEYOR'S NOTES:

1. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND OR OWNERSHIP WERE FURNISHED TO OR PURSUED BY THE UNDERSIGNED.
2. UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.
3. THIS IS A SKETCH AND LEGAL DESCRIPTION ONLY, NOT A FIELD SURVEY.
4. BEARINGS ARE BASED ON THE SOUTH LINE OF SECTION 20, TOWNSHIP 40 SOUTH, RANGE 24 EAST, BEING S 89°16'06" E, AS SHOWN HEREON.
5. DISTANCES SHOWN HEREON ARE IN US FEET.

PEACE RIVER REGIONAL WATER SUPPLY AUTHORITY

TEMPORARY CONSTRUCTION EASEMENT

King
ENGINEERING ASSOCIATES, INC.

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Tampa, Florida 33634
Phone 813 880-8881
Fax 813 880-8882
www.kingengineering.com
LB2610

THIS IS NOT A SURVEY

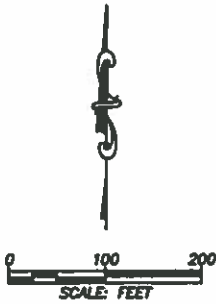
PARCEL 805

**SECTION 20, TOWNSHIP 40 SOUTH, RANGE 24 EAST
CHARLOTTE COUNTY, FLORIDA**

LEGEND:

- PIN = CHARLOTTE COUNTY PROPERTY APPRAISER
PARCEL IDENTIFICATION NUMBER
- POB = POINT OF BEGINNING
- POC = POINT OF COMMENCEMENT

PIN#402420300001
BK PROPERTIES LLC



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S88°54'52"E	25.01'
L2	N89°05'26"W	25.00'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C1	92.86'	2,066.98'	2°34'27"	N01°00'56"E	92.85'
C2	92.41'	2,041.98'	2°35'35"	S01°01'16"W	92.40'

POC
SW CORNER OF
SECTION 20-40-24

SE CORNER OF THE
SW 1/4 OF THE SW 1/4 OF
SECTION 20-40-24

SOUTH LINE OF SECTION 20-40-24
(BEARING BASIS) S89°16'06"E 1250.64'

PEACE RIVER REGIONAL WATER SUPPLY AUTHORITY

PERMANENT UTILITY EASEMENT

SCALE 1"=200'	DATE 10/06/2017	JOB No. 8961-005-001		
DRAWN ASP	CHECKED GB	SECTION 20	TOWNSHIP 40 S	RANGE 24 E

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LB2610

CERTIFIED AS TO SKETCH AND LEGAL DESCRIPTION
Sketch and Legal Description not valid without the signature and the
original raised seal of a Florida licensed Surveyor and Mapper.

Greg Baksis

GREG BAKSIS
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA # L.S. 6956
CERTIFICATE OF AUTHORIZATION No. LB 2610

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THIS IS NOT A SURVEY

LEGAL DESCRIPTION: (BY KING ENGINEERING)

PERMANENT UTILITY EASEMENT

A PORTION OF THOSE LANDS DESCRIBED IN OFFICIAL RECORD BOOK 3784, PAGE 116 OF THE PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA, SAME BEING A PORTION OF THE NORTH HALF OF THE SOUTH HALF OF SECTION 20, TOWNSHIP 40 SOUTH, RANGE 24 EAST, CHARLOTTE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 20, TOWNSHIP 40 SOUTH, RANGE 24 EAST, CHARLOTTE COUNTY, FLORIDA; THENCE SOUTH 89°16'06" EAST ALONG THE SOUTH LINE OF SAID SECTION 20, A DISTANCE OF 1250.64 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 20; THENCE NORTH 1°08'44" WEST ALONG THE EAST LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 20, A DISTANCE OF 478.86 FEET; THENCE, LEAVING SAID EAST LINE, NORTH 89°40'24" WEST, A DISTANCE OF 338.20 FEET; THENCE NORTH 01°13'03" WEST, A DISTANCE OF 874.60 FEET TO THE NORTH LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 20, SAME BEING THE POINT OF BEGINNING; THENCE, LEAVING SAID NORTH LINE, NORTH 00°22'53" EAST, A DISTANCE OF 1257.23 FEET TO A POINT OF NON-TANGENT CURVE TO THE RIGHT; THENCE NORTHERLY 92.86 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 2066.98 FEET, A CENTRAL ANGLE OF 02°34'27", AND A CHORD BEARING AND DISTANCE OF NORTH 01°00'56" EAST 92.85 FEET TO THE NORTH LINE OF SOUTHWEST 1/4 OF SECTION 20; THENCE SOUTH 88°54'52" EAST ALONG SAID NORTH LINE, A DISTANCE OF 25.01 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT; THENCE SOUTHERLY 92.41 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 2041.98 FEET, A CENTRAL ANGLE OF 02°35'35", AND A CHORD BEARING AND DISTANCE OF SOUTH 01°01'16" WEST 92.40 FEET; THENCE SOUTH 00°22'53" WEST, A DISTANCE OF 1257.61 FEET TO AFORESAID NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 20; THENCE NORTH 89°05'26" WEST ALONG SAID NORTH LINE, A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.775 ACRES.

SURVEYOR'S NOTES:

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2. UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.
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4. BEARINGS ARE BASED ON THE SOUTH LINE OF SECTION 20, TOWNSHIP 40 SOUTH, RANGE 24 EAST, BEING S 89°16'06" E, AS SHOWN HEREON.
5. DISTANCES SHOWN HEREON ARE IN US FEET.

PEACE RIVER REGIONAL WATER SUPPLY AUTHORITY

PERMANENT UTILITY EASEMENT

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LB2610

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**IN THE TWENTIETH JUDICIAL CIRCUIT COURT
IN AND FOR CHARLOTTE COUNTY, FLORIDA
CIVIL DIVISION**

PEACE RIVER MANASOTA REGIONAL WATER
SUPPLY AUTHORITY, an interlocal governmental
entity of the State of Florida,

Petitioner,

CASE NO: 2018-CA-000581

v.

PARCEL(S): 803

THREE RIVERS SUBDIVISION PROPERTY
OWNERS ASSOCIATION, a Florida not-for-profit
corporation; CHARLES WESLEY RYAN, as trustee
for the CHARLES WESLEY RYAN REVOCABLE
TRUST dated January 6, 2017; BK PROPERTIES I,
LLC, a Florida limited liability company; MARTIN
L. RIETVELD and PENNY S. RIETVELD, as
Husband and Wife; VICKIE L. POTTS,
CHARLOTTE COUNTY TAX COLLECTOR; and
any and all other persons having or claiming to have
any right, title or interest by, through, under or against
the above-named defendants, or otherwise claiming
any right, title, or interest in the real property
described in this action,
et al.,

Defendants.

_____ /

STIPULATED ORDER OF TAKING AND FINAL JUDGMENT

THIS CAUSE, having come before the Court upon the Joint Motion for Entry of Stipulated Order of Taking and Final Judgment (“Joint Motion”) made by Petitioner, PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY (“Petitioner” or “Peace River”), and Defendant, CHARLES WESLEY RYAN as trustee for the CHARLES WESLEY RYAN REVOCABLE TRUST dated January 6, 2017 (“Defendant” or “Ryan”), and the Court having reviewed the record and being otherwise fully advised in the premises, it is hereby,

ORDERED AND ADJUDGED as follows:

1. This Court has jurisdiction over this action, the parties to this action, and Parcel 803, which is described in **Exhibit “A”** attached hereto. All parties were properly served with process or have otherwise waived service of process and have appeared in this action. Proper notice was given to all persons having or claiming any equity, lien, title, or other interest in or to the Subject Property.

2. The parties were authorized to enter into the Joint Motion. The Petition in Eminent Domain, Amended Petition in Eminent Domain, and all other papers filed herein by Petitioner are in proper and sufficient form, and the Petitioner is properly exercising its right and power of eminent domain.

3. The estimate of value filed in this cause by the Petitioner was made in good faith, and based upon a valid appraisal.

4. The parties stipulate that the Petitioner when selecting the parcel to condemn, considered safety factors, costs, alternative alignments, its long-range plans, and environmental factors. In selecting the Parcel 803 to condemn, Petitioner acted legally, in good faith and did not abuse its discretion.

5. The taking of the interest described is reasonably necessary to construct, operate, maintain, inspect, repair, remove and replace a transmission pipeline and appurtenant facilities connecting the Peace River Authority regional delivery system on U.S. 17, at the Desoto County/Charlotte County line, to the City of Punta Gorda Shell Creek Water Treatment Plant on South Washington Loop Road in Charlotte County (the “Project”).

6. The construction of the Project is in the public interest as it develops potential water sources and moves water from existing and new sources to the areas of demand. The Project will

further the public interest by expanding the capacity and enhancing the reliability of Peace River's regional water utility system to provide valuable back-up and emergency supply capacity as well as ensure an adequate water supply will be available to all members and customers.

7. Parcel 803 is being acquired for this public purpose.

8. Defendant waives any and all objections to the reasonable necessity for a public purpose of the taking of Defendant's right, title, and interest in Parcel 803, and expressly agrees and stipulates to the taking of Parcel 803 and the sufficiency of the pleadings in this matter. Peace River is hereby granted a permanent, nonexclusive water transmission pipeline easement on, over and across Parcel 803 upon the following terms:

a) Peace River, its successors and assigns, hereby shall have the right, title and interest to a permanent, perpetual, nonexclusive water transmission pipeline easement over, above, across, through and under Parcel 803, for the purpose of connecting the Peace River Manasota Regional Water Supply Authority's regional water transmission pipeline system to construct the City of Punta Gorda, Florida. Peace River shall install no more than one operational pipeline, which pipeline shall have an inside diameter not to exceed twenty-four (24) inches; Peace River shall install no other operational pipelines or utilities within the easement. The easement rights granted herein include the right to occupy and use Parcel 803 for the construction, operation, maintenance, inspection, repair, removal and replacement of the Project described herein and its appurtenant facilities. Which easement rights shall extend to Peace River's agents, employees, licensees or such other persons or entities as Peace River deems necessary for the proper completion of the project. In addition:

i. In the event that the surface of the easement area is disturbed during construction, Peace River shall restore the grade to the condition which existed prior to the commencement as nearly as practicable and re-sod any disturbed areas.

ii. In the event that the pipeline is located within the area of the waterline easement the pipeline shall be constructed to maintain at least six (6) feet of cover within the easement area.

iii. Peace River shall construct no permanent above ground facilities within the area of the permanent easement.

iv. Peace River shall construct its project in substantial conformance with the construction plans, a copy of which shall be submitted upon final approval from Peace River.

b) Peace River shall be responsible for obtaining and fulfilling all permitting requirements for the project including the requirements of any right-of-way use permits associated with activities within the Charlotte County right-of-way and the Owner shall not be responsible for fulfilling any of the requirements of said permits.

9. Upon payment of the monies herein ordered to be deposited as evidenced by the Clerk's Certificate of Deposit into the Registry of the Court, the easement interests described herein shall be vested in the Petitioner.

10. Ryan shall have and recover from the Petitioner the total sum of Fifteen Thousand Dollars and Zero Cents (\$15,000.00) as full, total, and final compensation for all property taken and damages resulting to any remainder property, and all claims and damages of any kind and nature whatsoever claimed by Ryan or any person or entity claiming by, through, or under Ryan arising from this taking and use of Parcel 803 ("Total Compensation"). The Total Compensation

is inclusive of interest, total and final experts' fees and costs pursuant to §73.091, *Florida Statutes*, total and final attorneys' fees and costs pursuant to §73.092, *Florida Statutes*, costs, apportionment claims, and any other supplemental proceedings and claims.

11. The Total Compensation paid by the Petitioner is full, just, and reasonable.

12. Within twenty (20) days of the entry of this Order, the Petitioner shall deposit into the Registry of the Court the total amount of Fifteen Thousand Dollars and Zero Cents (\$15,000.00), which amount shall constitute the Total Compensation; Petitioner shall deposit the additional sum of One Hundred Seventy Dollars and Zero Cents (\$170.00) for the Clerk's Fee.

13. Upon receipt of the deposited funds, the Clerk of the Court shall forthwith and without further order disburse the sum of Fifteen Thousand Dollars and Zero Cents (\$15,000.00) by making and mailing a check payable to the Trust Account of Trenam Kemker, P.A, Attention: Paul D. Bain, Esquire, 101 E. Kennedy Blvd., Ste. 2700, Tampa, Florida 33602, as attorney for the Defendant

14. Under separate cover, Ryan shall provide to the Petitioner the required disclosures pursuant to §286.23, *Florida Statutes*.

15. Upon deposit, as set forth above, and without further notice of the Court, the Petitioner shall be entitled to possession of Parcel 803 as described herein.

16. The clerk of the Court shall send a copy of the Stipulated Order of Taking and Final Judgment to the Petitioner's counsel at the address shown below within forty-five (45) days of the date of this order.

17. The Court retains jurisdiction to enforce the terms of the settlement of this case by and amongst the parties and this Stipulated Order of Taking and Final Judgment.

DONE AND ORDERED in Chambers, at Punta Gorda, Charlotte County, Florida on _____
_____, 2018.

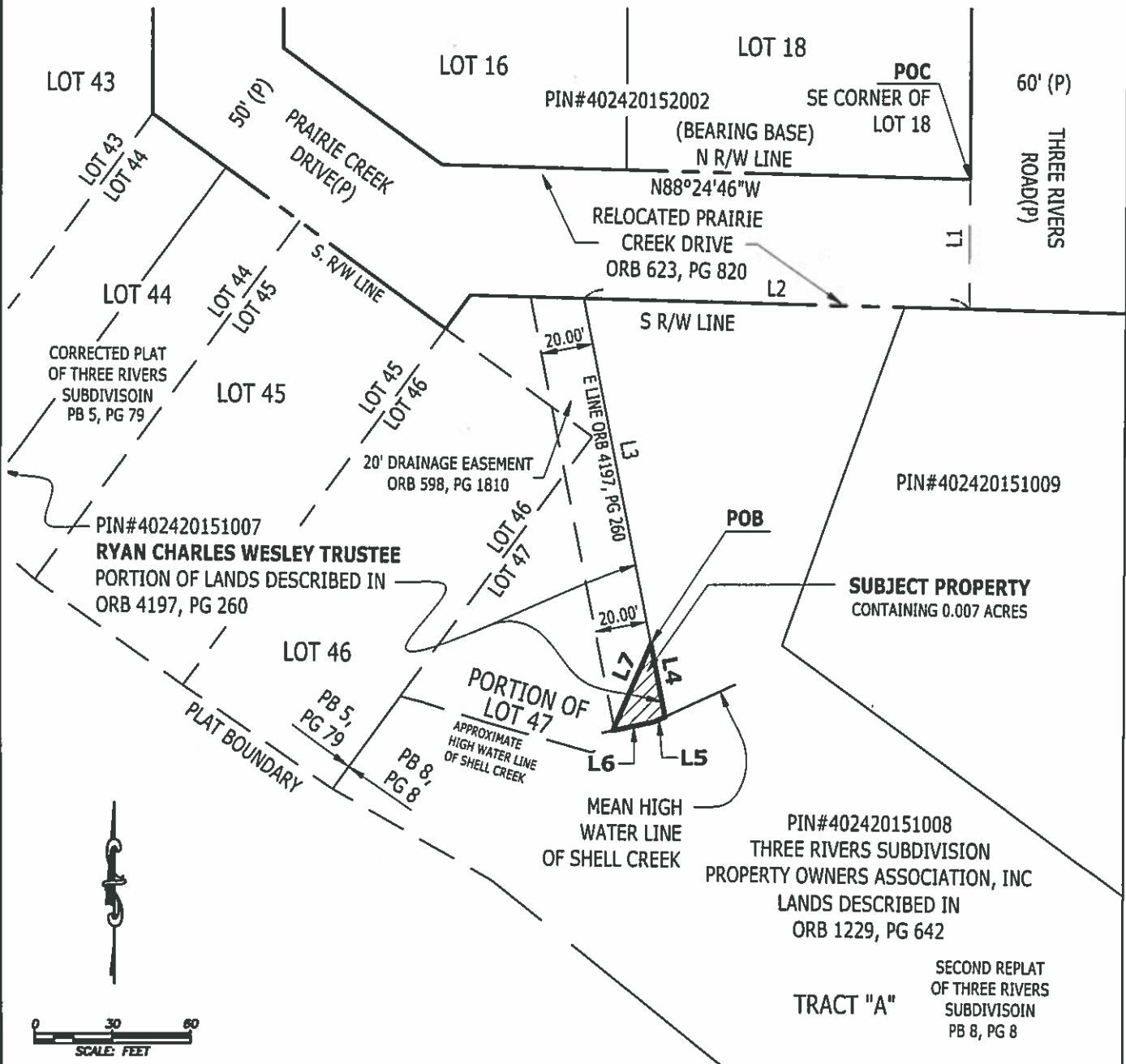
The Honorable Lisa S. Porter
Circuit Court Judge

Conformed copies to:
All Counsel of Record

THIS IS NOT A SURVEY

SECTION 20, TOWNSHIP 40 SOUTH, RANGE 24 EAST
CHARLOTTE COUNTY, FLORIDA

PARCEL 803



PEACE RIVER REGIONAL WATER SUPPLY AUTHORITY

PERMANENT UTILITY EASEMENT

SCALE 1"=60'	DATE 8/02/2017	JOB No. 8961-005-001		
DRAWN RBC	CHECKED GB	SECTION 20	TOWNSHIP 40 S	RANGE 24 E

CERTIFIED AS TO SKETCH AND LEGAL DESCRIPTION
Sketch and Legal Description not valid without the signature and the original raised seal of a Florida licensed Surveyor and Mapper.

King
ENGINEERING ASSOCIATES, INC.

4921 Memorial Highway
One Memorial Center, Suite 300
Tampa, Florida 33634
Phone 813 880-8881
Fax 813 880-8882
www.kingengineering.com
LB2610

Greg Baksis

GREG BAKSIS
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA # L.S. 6956
CERTIFICATE OF AUTHORIZATION No. LB 2610

C:\SURVEY\8961\005\001\Production\Drawings\PR PH1-UTILITY Esmt S&L-Ryan Property.dwg, January 22, 2018 2:51 PM, King Engineering Associate Inc.

THIS IS NOT A SURVEY

LEGAL DESCRIPTION: (BY KING ENGINEERING)

A PORTION OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4197, PAGE 260 OF THE PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA, BEING IN SECTION 20, TOWNSHIP 40 SOUTH, RANGE 20 EAST, CHARLOTTE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF LOT 18, OF SECOND REPLAT OF THREE RIVERS SUBDIVISION, ACCORDING TO PLAT BOOK 8, PAGES 8A AND 8B, OF THE PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA; THENCE SOUTH 00°11'44" WEST A DISTANCE OF 50.02 FEET; THENCE NORTH 88°24'46" WEST ALONG THE SOUTH RIGHT-OF-WAY LINE OF RELOCATED PRAIRIE CREEK DRIVE AS RECORDED IN OFFICIAL RECORDS BOOK 623, PAGE 820, OF THE PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA, A DISTANCE OF 148.02 FEET TO THE EAST LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4197, PAGE 260, OF THE PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA, THENCE SOUTH 11°04'46" EAST ALONG SAID EAST LINE, A DISTANCE OF 135.20 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID LINE, SOUTH 11°04'46" EAST, A DISTANCE OF 28.58 FEET TO THE MEAN HIGH WATER LINE OF SHELL CREEK; THENCE ALONG SAID MEAN HIGH WATER LINE THE FOLLOWING TWO (2) COURSES; SOUTH 65°15'23" WEST, A DISTANCE OF 4.66 FEET; SOUTH 78°09'59" WEST, A DISTANCE OF 16.28 FEET; THENCE, LEAVING SAID MEAN HIGH WATER LINE, NORTH 23°45'14" EAST, A DISTANCE OF 36.43 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.007 ACRES.

LEGEND:

- ORB = OFFICIAL RECORDS BOOK
- PB = PLAT BOOK
- PG = PAGE OR PAGES
- PIN = CHARLOTTE COUNTY PROPERTY APPRAISER
PARCEL IDENTIFICATION NUMBER
- POB = POINT OF BEGINNING
- POC = POINT OF COMMENCEMENT
- (P) = PLAT OR PLAT MEASUREMENT

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S00°11'44"W	50.02'
L2	N88°24'46"W	148.02'
L3	S11°04'46"E	135.20'
L4	S11°04'46"E	28.58'
L5	S65°15'23"W	4.66'
L6	S78°09'59"W	16.28'
L7	N23°45'14"E	36.43'

SURVEYOR'S NOTES:

1. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND OR OWNERSHIP WERE FURNISHED TO OR PURSUED BY THE UNDERSIGNED.
2. UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.
3. THIS IS A SKETCH AND LEGAL DESCRIPTION ONLY, NOT A FIELD SURVEY.
4. BEARINGS ARE BASED ON NORTH RIGHT-OF-WAY LINE OF PRAIRIE CREEK DRIVE, BEING NORTH 88°24'46" WEST, AS SHOWN HEREON.
5. DISTANCES SHOWN HEREON ARE IN US FEET.

PEACE RIVER REGIONAL WATER SUPPLY AUTHORITY

PERMANENT UTILITY EASEMENT



4921 Memorial Highway
 One Memorial Center, Suite 300
 Tampa, Florida 33634
 Phone 813 880-8881
 Fax 813 880-8882
 www.kingengineering.com
 LB2610

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PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
December 5, 2018

REGULAR AGENDA
ITEM 3

Lakewood Ranch Administrative Office Building Acquisition

Presenter - Ann Lee, Finance/Administration Manager

Recommended Action - **Motion** to approve acquisition of the Lakewood Ranch Administrative Office building for \$2,125,000, which includes total escrow deposits of \$125,000, and authorize Chairman to execute documents and bank note upon review and approval by Legal Counsel.

Staff has negotiated a proposed acquisition of the current Administrative Office Building that the Authority now rents. The purchase price negotiated is for the appraised value of the building and includes escrow deposits totaling \$125,000 (\$25,000 upon contract execution and \$100,000 upon the expiration of the 45 day inspection period). Acquisition of the building in lieu of continuing to rent has a payback period of roughly twelve (12) years. Staff recommends approval of the purchase and authorizing the Chairman to execute documents upon legal counsel review and approval of purchase documents and bank note with PNC Bank.

Budget Action: No action needed.

Attachments:

Tab A Staff Presentation
Tab B Property Appraisal

TAB A
Staff Presentation



Administrative Office Considerations


1. Location

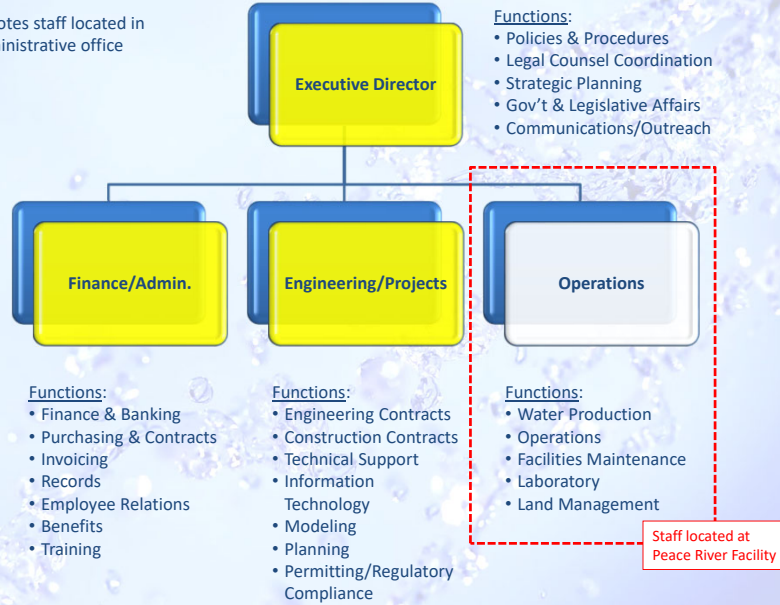
- Administrative Functions
 - Executive
 - Finance/Administration
 - Engineering
- Administrative Efficiency and Effectiveness
- Impact to Employees
- Members Organization

2. Costs

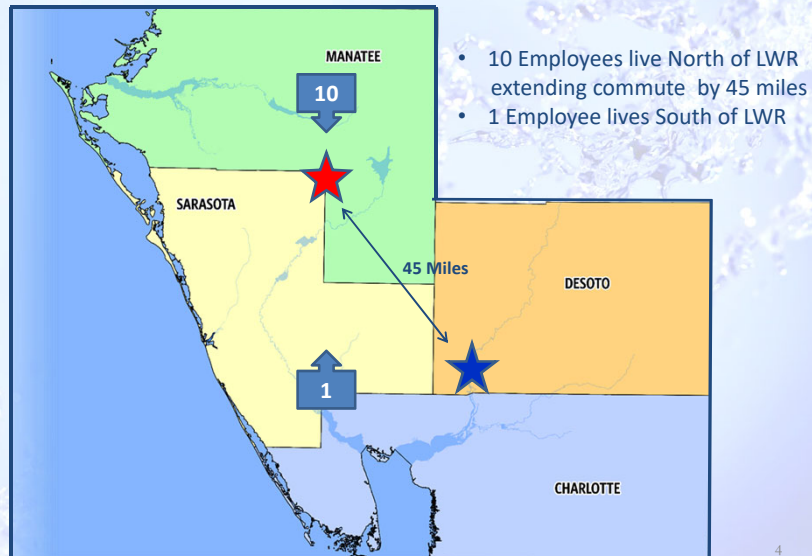
- Continue to lease
- Acquire existing Administrative Office Building
- Build new Office Facility at Peace River Facility

Administrative Functions

 Denotes staff located in Administrative office



Impact to Employees



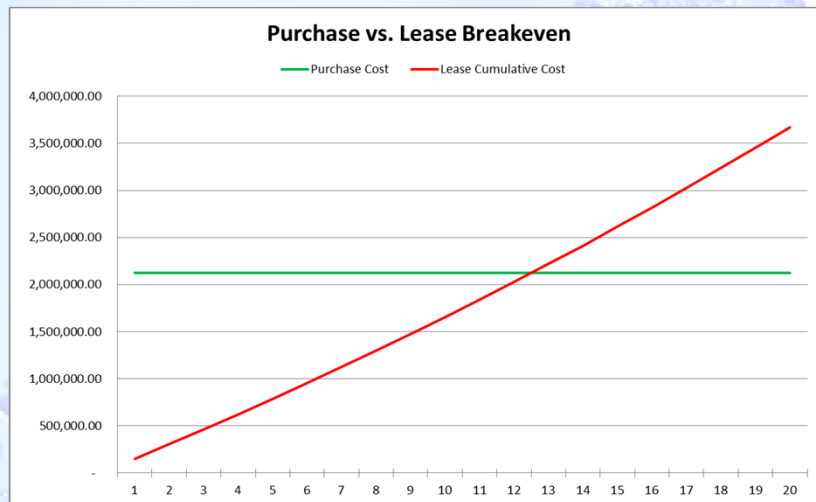
Member Organization

	Admin. Office @ Treatment Facilities	
	YES	NO
Charlotte County Utilities		√
DeSoto County Utilities		√
Manatee County Utilities		√
Sarasota County Utilities		√
City of North Port Utilities		√

Cost Information

1. Current Lease
 - \$13.60/ ft² plus CAM (\$150,000 Annually)
 - 2% Annual Rent Escalation
2. Cost to Build at the Facility
 - Projected to cost \$3 Million
 - Location at PRF would impact future plant expansion
3. Proposed Purchase Contract based on Appraised Value
 - Purchase price of \$2.125 Million
 - Total Escrow Deposits of \$125,000
 - 45 Day Inspection Period
 - Prospective Close Date in late February 2019

Purchase vs. Lease Breakeven



Options Evaluation

	Continue to Lease	Acquire Current Office	Relocate to PRF
Administrative Functions	1	1	3
Administrative Efficiency and Effectiveness	1	1	3
Impact to Employees	1	1	3
Member Organization	1	1	3
Cost	3	1	2

TOTAL	7	5	14
AVERAGE	1.4	1	2.8

RANKING	2	1	3
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Ranking: from 1 to 3 with 1 being the highest ranking.

Administrative Office Considerations

Motion: to approve acquisition of the Lakewood Ranch Administrative Office building for \$2,125,000, which includes total escrow deposits of \$125,000, and authorize Chairman to execute documents and bank note upon review and approval by Legal Counsel.

TAB B
Property Appraisal



**RESTRICTED APPRAISAL REPORT
"MARKET VALUE" APPRAISAL**

Office Building

9415-9423 Town Center Parkway
Lakewood Ranch, Florida 34202

PID #587910605

Prepared For:

Peace River Manasota Regional Water Supply Authority
9415 Town Center Parkway
Lakewood Ranch, FL 34202
941-316-1776
Attn: Ann Lee, MBA
Finance/Administration Manager
alee@regionalwater.org

Prepared By:



Chapman & Associates, Inc.
1877 Northgate Boulevard, Suite 5
Sarasota, Florida 34234
941-351-3462

Mike Smith, Appraiser
State-Certified General Real Estate Appraiser, #RZ 3938

Effective Date of Value: September 19, 2018
Our File#: 180919PM-2
Date of Writing: November 16, 2018

CHAPMAN
& ASSOCIATES
I N C O R P O R A T E D
Real Estate Appraisers and Consultants

*1877 Northgate Boulevard, Suite 5, Sarasota, FL 34234 / Phone: 941.351.3462
FAX: 941.351.3657*

November 16, 2018

Peace River Manasota Regional Water Supply Authority
9415 Town Center Parkway
Lakewood Ranch, FL 34202
941-316-1776
Attn: Ann Lee, MBA
Finance/Administration Manager
alee@regionalwater.org

Re: Restricted Appraisal Report – “Market Value” Appraisal
Office Building
9415-9423 Town Center Parkway
Lakewood Ranch, Florida 34202
PID # 587910605
Our File#: 180919PM-2

To Whom It May Concern:

This restricted appraisal report is intended to comply with the reporting requirements set forth under Standards Rule 2-2(b) of the Uniform Standards of Professional Appraisal Practice. As such, it may only present limited discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the opinion of value.

In response to a recent request, we have made the analysis necessary to complete an appraisal of the property, located at the above referenced address in Lakewood Ranch, Florida. The subject information is derived from the Manatee County Property Appraiser's records and information provided by the client. On the date of property viewing, the subject was a garden style, single-story office building configured for two-tenant occupancy and featuring general office finishes. The building was 100% occupied on the date of property viewing. As such, we will appraise the Leased Fee estate in the subject. The property is further described and identified by narrative and legal descriptions within the text of the following appraisal report.

The purpose of this appraisal is to provide a "Market Value Opinion" of the Leased Fee estate in the subject property, as of the effective date of the appraisal. The subject property was most recently viewed on September 19, 2018, which is the effective date of value. An appraisal report was prepared on September 26, 2018. Subsequently, comparable data that was not available to the appraiser with the original submission is now available and is included as a revised report in support of a "Market Value Opinion" with the date of writing as November 16, 2018.

The user of this report is our client, Peace River Manasota Regional Water Supply Authority. The appraisal report is intended to be used by the client for asset valuation to assist in a potential property acquisition. The report is directed to the specific needs of our client and it is void for any other use.

Because of our research, investigation and analyses, we have formed the following opinion of value:

FINAL VALUE OPINION:				
Date of Value	Property Valued	Interest Valued	Value Type	Value Opinion
9/19/2018	9415-9423 Town Center Parkway, Lakewood Ranch, FL 34202	Leased Fee	"As Is" Market Value Opinion	\$ 2,125,000

It is our belief that the analyses, opinions and conclusions contained in this appraisal were developed to the best of the appraiser(s)' ability. Furthermore, it is our opinion that this appraisal report complies with the current Uniform Standards of Professional Appraisal Practice (USPAP) and the Financial Institutions Reform, Recovery and Enforcement Act of 1989 (FIRREA).

This letter of transmittal is not, in and of itself, an appraisal. Rather, it precedes the Restricted Appraisal Report, which describes the approaches to value utilized and the conclusions derived by their application. The report contains some of the pertinent data, reasoning and analyses leading to the final value opinion.

The reader's attention is directed to the "General Assumptions and Limiting Conditions" and "Certification" which are considered customary for this type of assignment and have been included within the text of this report. The final value opinion(s) is/are contingent upon these items, and they should be reviewed before reading the report.

Thank you for considering our firm for this appraisal assignment.

Respectfully submitted,
Chapman & Associates, Inc.



Mike Smith, Appraiser
State-Certified General Real Estate Appraiser, #RZ 3938

RESTRICTED APPRAISAL REPORT
“MARKET VALUE” APPRAISAL

This is a Restricted Appraisal Report, which is intended to comply with the reporting requirements set forth under Standards Rule 2-2(b) of the Uniform Standards of Professional Appraisal Practice. As such, it presents limited discussions of the data, reasoning and analyses that were used in the appraisal process to develop the appraiser's opinion(s) of value. The depth of discussion contained in this report is specific to the needs of our client and for the intended use stated herein. The appraiser is not responsible for unauthorized use of this report.

CLIENT: Peace River Manasota Regional Water Supply Authority
9415 Town Center Parkway
Lakewood Ranch, FL 34202
941-316-1776
Attn: Ann Lee, MBA
Finance/Administration Manager
alee@regionalwater.org

APPRAISER(S): Mike Smith, Appraiser
State-Certified General Real Estate Appraiser RZ3938
Mike.smith@chapman-appraisers.com



Chapman & Associates, Inc.
1877 Northgate Boulevard, Suite 5
Sarasota, Florida 34234
Phone: 941.351.3462 / Fax: 941.351.3657

SUBJECT: Restricted Appraisal Report – “Market Value Opinion”
Office Building
9415-9423 Town Center Parkway
Lakewood Ranch, Florida 34202
PID #587910605
Our File#: 180919PM-2

Effective Date of Value: September 19, 2018
Date of Appraisal Report: November 16, 2018

EXECUTIVE SUMMARY

<u>Project Identification:</u>	Office Building 9415-9423 Town Center Parkway Lakewood Ranch, FL 34202
<u>Parcel Identification:</u>	587910605
<u>Owner's Name:</u>	Ranch Property Holdings, LLC
<u>Interest Appraised:</u>	Given that the subject is occupied by two tenants under lease, the "Leased Fee" estate interest is appraised in this analysis.
<u>Parcel Size (per County):</u>	65,776± square feet or 1.51± acres (per public records)
<u>Improvements:</u>	The subject improvements consist of a freestanding garden-style office building containing 11,886± square feet (per public records) that was built in 1999. It is currently configured for two-tenant occupancy and is 100% occupied.
<u>Sales History, Listings, Contracts (Past 3 Years), Price, Option,</u>	There has been no legal transfer of ownership within the three years preceding the effective date of this appraisal. The subject was previously offered for sale in August, 2017 through the commercial brokerage firm of Ian Black Real Estate of Sarasota, Florida with Mr. Steve Horn, the agent. The property was offered at \$2,260,000. The subject went under contract on November 9, 2017 at a price of \$2,185,653. The transaction did not close. The client of this assignment as one of the current tenants, Peace River Manasota Regional Water Supply Authority, is now in negotiation to acquire the subject. The purpose of the appraisal is to assist the client by providing a market value opinion.
<u>Parcel Access:</u>	The subject has frontage along the neighborhood arterial of Town Center Parkway but no direct access is provided. Rather, subject access is via the two-lane collector street of Atrium Drive along the northern boundary and Venture Drive along the southern boundary.
<u>Zoning / Land Use:</u>	Governing Body: Manatee County Zoning: "PD-MU" – Planned Development, Mixed Use District Future Land Use: "MU"- Mixed Use

Special Assumptions or
Limiting Conditions Under
Which Value is Based:

The subject is occupied with two tenants reportedly under lease. This analysis is “restricted” in its approach thereby utilizing only the Sales Comparison Approach to estimate market value and does not include an Income Approach or analysis of the present leases. No other extraordinary assumptions or hypothetical conditions were used in this report.

Occupancy:

On the date of property viewing, the subject was 100% occupied by two tenants. According to provided information, the larger tenant space occupied by the client contains 7,533± square feet and the smaller tenant space has 4,386± square feet.

Legal Description:

Unit 2, Phase 1, Lakewood Ranch Town Center Office Park, a Land Condominium according to the Declaration of Condominium recorded in Official Records Book 1538, Page 321, and all subsequent amendments thereto, as per Plat Thereof recorded in Condominium Book 29, Pages 42-48, inclusive, of the Public Records of Manatee County, Florida, together with an undivided interest in the common elements appurtenant thereto.

Client and any
other intended users:

The client and intended user of this report is the Peace River Manasota Regional Water Supply Authority.

Intended use of the
appraiser’s opinions
& conclusions:

The appraisal report is intended to provide an asset valuation to assist the client in a potential property acquisition. The report is directed to the specific needs of our client and it is void for any other use.

Type & definition of value:

Because the subject property is leased and occupied by two tenants, the purpose of this appraisal is to provide an opinion of the “Market Value”, of the Leased Fee estate.

Assignment Conditions:

For this appraisal assignment, the problem to be addressed involves providing an opinion of “Market Value”. The appraiser has the knowledge and experience to complete this assignment competently and the appraiser’s qualifications are included for reference in the latter pages of the report.

Scope of Work:

As discussed with the client prior to engagement, the Sales Comparison Approach is the most applicable approach for providing credible valuation results and is the only approach conveyed in this appraisal report. In addition, it is agreed that the format of the report is to be a "Restricted" type appraisal. Our client is knowledgeable of the local market and a restricted format should be adequate for the purpose of this appraisal.

Work Performed:

In this appraisal, we completed the Sales Approach and the results were presented in a "Restricted" report format. In addition, there is a "Highest and Best Use" analysis and a description of the Appraisal Process. We have relied on Public Records to determine the subject size. In addition, we made an exterior "drive-by" inspection or viewed aerial imagery of the comparable sales and used public records for sizes. The data used in this report is felt to be reliable and it may include information from Public Records, Real Quest, MLS, IRIS, LoopNet, CoStar, data collected from our client, in-house records, brokers, builders, developers and contractors, the Marshall Valuation Service (if applicable), etc. Within the body of the report or in the Addenda, we have provided photographs, sales information, maps, engagement materials, property data, etc. An original appraisal report was written on September 26, 2018. Comparable market data unavailable to the appraiser at the time of submission is now available and provided to the appraiser. The new data is included in a revised report written on November 16, 2018 in support of the market value opinion.

Fractional Interests,
Physical Segment or
Partial Holdings:

This appraisal assignment does not consider the possible impact of any fractional interest, physical segment or partial holding.

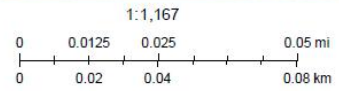
Easements, Restrictions,
Encumbrances & Leases:

Unless otherwise referenced herein, there are no known adverse easements, encroachments, restrictions, encumbrances, leases, reservations, covenants, contracts, declarations, special assessments, ordinances or other items of a similar nature.

587910605 9415 TOWN CENTER PKWY, LAKEWOOD RANCH, FL, 34202



September 18, 2018



Information Technology - GIS

Manatee County Property Appraiser

GENERAL ASSUMPTIONS AND LIMITING CONDITIONS

1. *This is a Restricted Appraisal Report, which is intended to comply with the reporting requirements set forth under Standard Rule 2-2(b) of the Uniform Standards of Professional Appraisal Practice. As such, it includes limited discussions of the data, reasoning and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning and analyses is retained in the appraiser(s)' file. The information contained in this report is specific to the needs of the client and for the intended use stated in this report. The appraiser(s) is/are not responsible for unauthorized use of this report.*
2. *No responsibility is assumed for legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated in this report.*
3. *The property is appraised free and clear of any or all liens and encumbrances unless otherwise stated in this report.*
4. *Responsible ownership and competent property management are assumed unless otherwise stated in this report.*
5. *The information furnished by others is believed to be reliable. However, no warranty is given for its accuracy.*
6. *All engineering is assumed to be correct. Any plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.*
7. *It is assumed that there are no hidden or unapparent conditions of the property, subsoil or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.*
8. *It is assumed that there is full compliance with all applicable federal, state and local environmental regulations and laws unless otherwise stated in this report.*
9. *It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless nonconformity has been stated, defined and considered in this appraisal report.*
10. *It is assumed that all required licenses, certificates of occupancy or other legislative or administrative authority from any local, state, or national governmental or private entity or organization have been or can be obtained or renewed for any use on which the value estimates contained in this report are based.*
11. *Any sketch in this report may show approximate dimensions and is included to assist the reader in visualizing the property. Maps and exhibits found in this report are provided for reader reference purposes only. No guarantee as to accuracy is expressed or implied unless otherwise stated in this report. No survey has been made for the purpose of this report.*

12. *It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless otherwise stated in this report.*
13. *Acceptance of this appraisal report authorizes the appraiser(s) to utilize data supplied by our client and other parties related to the assignment unless otherwise stipulated.*
14. *The appraiser(s) is/are not qualified to detect hazardous waste and/or toxic materials. Any comment by the appraiser(s) that might suggest the possibility of the presence of such substances should not be taken as confirmation of the presence of hazardous waste and/or toxic materials. Such determination would require investigation of a qualified expert in the field of environmental assessment. The presence of substances such as asbestos, urea-formaldehyde foam insulation or other potentially hazardous materials may affect the value of the property. The appraiser(s)' value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value unless stated in this report. No responsibility is assumed for any environmental conditions or for any expertise or engineering knowledge required to discover them. The appraiser(s)' descriptions and resulting comments are the result of the routine observations made during the appraisal process.*
15. *Unless otherwise stated in this report, the subject property is appraised without a specific compliance survey having been conducted to determine if the property is or is not in conformance with the requirements of the Americans with Disabilities Act. The presence of architectural and communications barriers that are structural in nature that would restrict access by disabled individuals may adversely affect the property's value, marketability, or utility.*
16. *Any proposed improvements are assumed to be completed in a good workmanlike manner in accordance with the submitted plans and specifications.*
17. *The distribution, if any, of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.*
18. *Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the written consent of the appraiser(s), and in any event, only with proper written qualifications and only in its entirety.*
19. *Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser(s), or the firm with which the appraiser(s) is/are connected) shall be disseminated to the public through advertising, public relations, news sales, or other media without prior written consent and approval of the appraiser(s).*
20. *The Americans with Disabilities Act ("ADA") became effective January 26, 1992. We have not made a specific compliance survey and analysis of the subject property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property, together with a detailed*

analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative effect upon the value of the property. Since we have no direct evidence relating to this issue, we did not consider possible non-compliance with the requirements of ADA in estimating the value of the property.

- 21. The opinions and value conclusions expressed in this appraisal report assume that the concurrency provisions in the Growth Management Act have been met, or will not result in any restrictions of use of the property as described or depicted within this appraisal report. We have, where necessary, explored this situation with zoning and planning officials (see letter of transmittal) and believe that concurrency will not present a restriction of the use of the subject property. However, we are not land planning experts, nor are we traffic engineering experts, and cannot certify that the subject property does meet the concurrency requirements of the Growth Management Act. Thus, it would appear that the subject property "If Vacant" would be a buildable site. However, any concerns by the client or the reader of this report should be addressed to an appropriately qualified party who may certify as to compliance in these areas. In the event that subsequent actions on the part of a governing body result in the failure of the property to meet concurrency requirements, which would thereby restrict the usage of the property as depicted herein, we reserve the right to alter, amend, revise, or rescind any of the value conclusions set forth in this appraisal report.*
- 22. We are not required to give testimony or appear in court due to having made this appraisal. Arrangements must be made for us to do so, and establish compensation for our time.*
- 23. As with all appraisals, we have based our valuations on "historical" data found in the public records as well as all other previously described sources. The data on sales and rentals is historical in nature. Most of our information comes from the past and yet, sometimes we are required to estimate a future "Stabilized" value, deducting appropriate expenses. Appraisers, as-a-rule, are not economists and as such, we accept no responsibility for any dramatic changes in the economy during forecasted periods that may be stated in this appraisal, as well as any adverse impact they may have on value.*
- 24. Within the context of this report, the term "inspection" does not imply any reference to the type of inspection that would be performed by a Professional Building Inspection Service or by Environmental Specialists, Contractors, Engineers or Surveyors, etc. As appraisers we are not trained in structural and mechanical systems. Furthermore, we are not licensed to perform these types of services and we make no warranties as to the condition of these components since we have only performed a cursory viewing of the subject property.*
- 25. It is assumed that building configurations and square footage calculations that were either provided by our client, shown on Public Records, recorded with the original Plat or depicted in the Developer's marketing materials are accurate and all-inclusive.*

26. *At the present time, the market for building material costs and labor is basically stable, rising only moderately in proportion to general inflation. This appraisal is based on the assumption that these types of conditions will continue to exist; where cost and labor are rising in relation to overall inflation and where contractors are bidding jobs in an orderly fashion. In the event of a widespread regional natural disaster, the market for building material costs, labor and qualified contractors may become disorderly. The stock of building supplies may become limited, labor may be in short supply and contractors may have the tendency to bid jobs higher than normal. As appraisers, we would consider this to be a temporary condition that would eventually correct itself. As such, we assume no responsibility for unforeseen circumstances and additionally the value(s) expressed in this appraisal do not consider any such catastrophic conditions.*
27. *Confidential Information – Information that is either; identified by the client when providing it to the appraiser and that is not available from any other source; or classified as confidential or private by applicable law or regulation*. *NOTICE: For example, pursuant to the passage of the Gramm-Leach-Bliley Act in November 1999, some public agencies have adopted privacy regulations that affect appraisers. As a result, the Federal Trade Commission issued a rule focused on the protection of “non-public personal information” provided by consumers to those involved in financial activities “found to be closely related to banking or usual in connection with the transaction of banking.” These activities have been deemed to include “appraising real or personal property.” (Quotations are from the Federal Trade Commission, Privacy of Consumer Financial Information; Final Rule, 16 CFR Part 313.)*
28. *A party receiving a copy of this report from the client does NOT, as a consequence become a party to the appraiser-client relationship. Parties who receive a copy of an appraisal, consulting, or review report as a consequence of disclosure requirements applicable to an appraiser’s client is limited to addressing their requirements as identified by the client at the time the appraiser accepts the assignment.*

MARKET VALUE DEFINITION

Market Value Definition: “Market Value means the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. buyer and seller are typically motivated;
2. both parties are well informed or well advised, and acting in what they consider their best interests;
3. a reasonable time is allowed for exposure in the open market;
4. payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.”

Uniform Standards of Professional Appraisal Practice (USPAP), Advisory Opinion 22 (AO 22), as promulgated by The Appraisal Foundation, 2016-2017 Edition, Page 150.

Fee Simple Estate Definition: "Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power and escheat. *See also Fee Simple (Estate)* in the IVS Glossary in the Addenda."

The Dictionary of Real Estate Appraisal, Fifth Edition, Copyright 2010 by the Appraisal Institute, an Illinois Not For Profit Corporation, Page 78.

Leased Fee Interest Definition: “A freehold (ownership interest) where the possessory interest has been granted to another party by creation of a contractual landlord-tenant relationship (i.e., a lease).”

The Dictionary of Real Estate Appraisal, Fifth Edition, Copyright 2010 by the Appraisal Institute, an Illinois Not For Profit Corporation, Page 111.

Leasehold Interest Definition: “The right held by a lessee to use and occupy real estate for a stated term and under conditions specified in the lease.”

The Dictionary of Real Estate Appraisal, Fifth Edition, Copyright 2010 by the Appraisal Institute, an Illinois Not For Profit Corporation, Page 111.

CERTIFICATION (Our File# 180919PM-2)

Effective Date of Value: September 19, 2018

Date of Writing: November 16, 2018

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and is my personal, impartial and unbiased professional analyses, opinions and conclusions.
- The firm has not performed appraisal services regarding the property that is the subject of this report within the past three years.
- I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice*.
- I, Mike Smith, made a personal *on-site inspection* of the property that is the subject of this report on September 19, 2018.
- No one provided significant real property appraisal assistance to the person(s) signing this certification.
- This appraisal is not based on a requested minimum valuation, a specific valuation or the approval of a loan.
- As of the date of this report, Mike Smith has completed the requirements of continuing education programs for the State of Florida as well as the Candidates for Designation programs for members of the Appraisal Institute.
- My analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics of the Appraisal Institute.

- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.



Mike Smith, Appraiser
State-Certified General Real Estate Appraiser, #RZ 3938

PHOTOGRAPHS OF THE SUBJECT



Typical Subject Exterior & Entry to 9415 Space



East (rear) Exterior Elevation



Additional Subject View of the East Elevation and Covered Patio



View of the North (side) Elevation



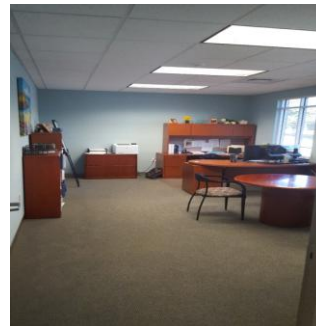
View of the Typical Interior Finish of the Larger Tenant Suite



Additional View of the Typical Interior of the Larger Tenant Suite



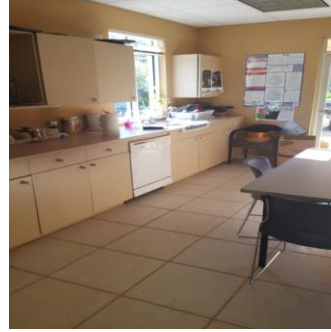
Typical Interior Finish of the Office Area



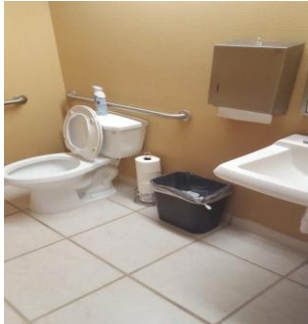
Typical Executive Office Finish



Additional Interior View- Open Floor Area



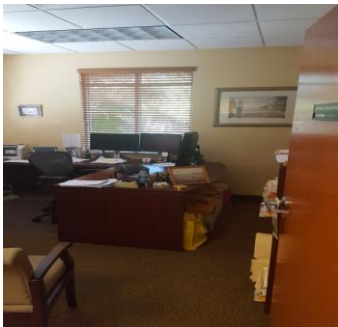
Break Area View of the Larger Tenant Suite



Typical Restroom Finish



Conference Room View



Typical Private Office Finish of the Smaller Tenant Space



Typical Interior Finish of the Smaller Tenant Space



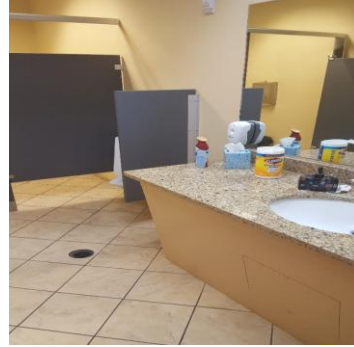
Conference Room in the Smaller Tenant Space



Break Room in the Smaller Tenant Space



Typical Interior Office View



Restroom Finish in the Smaller Tenant Space



Cubicle Office Area in the Smaller Tenant Space



Smaller Tenant Space Interior



Pad-Mounted HVAC Components



Parking Lot View

HIGHEST AND BEST USE ANALYSIS

The Appraisal Institute defines Highest and Best Use as follows:

Highest and Best Use Definition: "The reasonably probable and legal use of vacant land or an improved property, that is physically possible, appropriately supported, financially feasible, and that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity. Alternatively, the probable use of land or improved property - specific with respect to the user and timing of the use - that is adequately supported and results in the highest present value. **See also Highest and Best Use** in the IVS Glossary in the Addenda."

The Dictionary of Real Estate Appraisal, Fifth Edition, Copyright 2010 by the Appraisal Institute, an Illinois Not For Profit Corporation, Page 93.

Highest and Best Use of Land or a Site As Though Vacant: "Among all reasonable, alternative uses, the use that yields the highest present land value, after payments are made for labor, capital, and coordination. The use of a property based on the assumption that the parcel of land is vacant or can be made vacant by demolishing any improvements."

The Dictionary of Real Estate Appraisal, Fifth Edition, Copyright 2010 by the Appraisal Institute, an Illinois Not For Profit Corporation, Page 93.

Highest and Best Use of Property as Improved: "The use that should be made of a property as it exists. An existing improvement should be renovated or retained as is so long as it continues to contribute to the total Market Value of the property, or until the return from a new improvement would more than offset the cost of demolishing the existing building and constructing a new one."

The Dictionary of Real Estate Appraisal, Fifth Edition, Copyright 2010 by the Appraisal Institute, an Illinois Not For Profit Corporation, Page 94.

Premise -

The concept of highest and best use is fundamental to property value estimates. In one analysis, land is valued as though vacant and available for development to its highest and best use. In the other analysis, the highest and best use of the property as currently improved is evaluated. A site may have one highest and best use as though vacant, and the existing combination of site and improvements may have another highest and best use. Existing improvements have a value equal to the amount they contribute to the site, or they penalize value by an amount equal to the cost to remove them from the site.

Highest and Best Use of Land or a Site “As Though Vacant” -

Legal Permissibility: Zoning and building codes, private restrictions and environmental regulations can restrict the ability to develop a tract or parcel of land. In addition, any potential changes in these factors must be considered. As previously discussed, the subject property is zoned "PD- MU" – Planned Development- Mixed Use. The purpose and intent of the district is that PDMU development shall be in complexes with carefully located buildings, parking and service areas, open space and use mixtures which are scaled and balanced to reduce general traffic congestion, by providing interdependent uses and uses which are compatible with adjacent and surrounding land uses. It is the intent of the PDMU district to provide developments that provide complimentary uses. It is not the intent of the district to avoid requirements and criteria which are found in the single use Planned Districts. All requirements and criteria found in the single use Planned Districts shall apply to the PDMU district. Based upon the surrounding zoning and improved uses, the current zoning is reasonable.

Physical Possibility: Site size, shape, topography and the availability of utilities can be constraints on possible uses or physical development. To some extent, larger parcels provide greater flexibility and potential to achieve economies of scale. In this regard, the subject's size, shape, level topography and available utilities are adequate to allow for physical development. The surrounding area is physically developed with a mixture of commercial and office along the arterial frontages and single-family residential on the interior parcels. Additionally, its proximity to the primary linkage of University Parkway and its frontage along the Town Center Parkway provides a positive influence. Overall, the subject passes the test as physically possible for development.

Financial Feasibility: Given the potential permissible and possible uses, only those that generate enough revenue to satisfy the required rate of return on investment and provide a return to the land are considered to be financially feasible. Land left vacant does not normally produce income (in the absence of a Land Lease). In order to determine economic feasibility for development of the subject site, we would have analyzed market rents and occupancy levels for similar properties in the area. Based upon current market conditions and trends, we are of the opinion that speculative development is not warranted at the present time. It appears that the only feasible new developments in the current market are owner-user projects.

Maximum Productivity: To be maximally productive, some sort of use should be developed on the property. From a market prospective, and given that this is not a Feasibility Study, maximum productivity would likely be achieved with some type of future commercial development to utilize the physical characteristics and zoning depending upon demand. We also note that Assemblage with adjacent properties could provide greater economies of scale in a future development scenario.

Highest and Best Use: Considering current market conditions and the intended use of this appraisal (this is not a Feasibility Study), our conclusion of the highest and best use for the subject site, “As Though Vacant”, is for some form of commercial development as per zoning code to utilize the arterial exposure.

Highest and Best Use of Property “As Improved” -

This scenario recognizes the current improvements and serves to determine what use should be made of them. The use that maximizes return on a long-term basis is the highest and best use “As Improved”. To determine the highest and best use as improved, the subject must be analyzed according to the four criteria outlined previously. Highest and Best Use as improved should resolve the questions 1) do we demolish the subject improvements; 2) do we make major modifications, additions or renovations to the subject improvements; 3) do we continue to use the subject improvements more or less “As Is”.

Legal Permissibility: According to the on-line Zoning Maps, the subject property is zoned as “PD-MU”, Planned Development- Mixed Use District. The subject’s current use is a “permitted use” in the district and the existing building improvements appear to be conforming. As such, the existing improvements do not violate any known legal restrictions and are legally permissible.

Physical Possibility: Based on our inspection of the site and building improvements, the subject’s current use is physically possible. In addition, the existing building improvements appeared to be in good overall condition suitable for the intended use. As such, the existing building improvements pass the test of physically possible.

Financial Feasibility: The existing improvements must provide an overall return that exceeds the underlying land value. In our opinion, the existing building improvements provide an economic contribution to the subject’s total property value. Given prevailing market conditions, redevelopment of the site is not a feasible option at this time.

Maximum Productivity: The use that provides the greatest return on investment, relative to risk, is considered to be the highest and best use “As Improved”. As of the effective date of this appraisal, the subject property was in use as a two-tenant office property. Applying the reported contract rent, estimated market vacancy, expense and capitalization rates to the subject’s building area generates a financially feasible income stream under possible lease conditions. As of the effective date of this appraisal, the maximally productive use “As Improved” is to maintain the current use.

Highest and Best Use: Given the legal, physical and financially feasible discussion above, and considering the scope of this appraisal (this is not a Feasibility Study), we feel that the existing improvements and current use is the Highest and Best Use “As Improved”.

THE APPRAISAL PROCESS

There are three traditional approaches normally used by appraisers in estimating property values. These three approaches provide an analysis from three different market perspectives. They are described as follows:

The *Cost Approach* represents the sum of both estimated land value and the cost of the improvements, less accrued depreciation. The Cost Approach is based on the premise that an informed, rational investor/purchaser would pay no more for an existing property than the cost of reproducing a comparable substitute, having similar utility, without undue delay. This approach provides a good value indication when abundant comparable vacant land sales exist and the building improvements are new (or nearly new). It is also useful when the improvements are highly specialized. This approach is less reliable when land value must be extracted from sales of improved properties and/or when depreciation has to be estimated.

The *Sales Comparison Approach* compares prices paid for properties that have a satisfactory degree of similarity to the subject property; adjusted for differences such as financing arrangements, market conditions and physical characteristics. It is based on the Principle of Substitution, which implies that a prudent buyer would pay no more to purchase a specific property than it would cost to acquire some other comparable property having similar utility, without undue delay. It provides a reliable value indication when there are numerous sales and offerings of similar properties from the same or similar market. The strength of this approach is that it tends to represent the actions of buyers and sellers that participate in the market for properties that are similar to the subject. Its weakness is that no two properties are exactly alike and it is sometimes not useful when valuing special purpose properties.

The *Income Approach* is based on the premise that a prudent investor would pay no more to acquire a specific property than he/she would for an alternative investment with similar risk and return characteristics. The value of an investment can be considered equal to the present worth of anticipated future benefits, in the form of dollar income or other amenities. This approach tends to be reliable when appraising multi-tenant, income-producing properties. It is also useful for developing "Prospective Value" and "Stabilized Value" opinions. This approach is less reliable when valuing specialized or owner-user properties. The models in this approach can include Direct Capitalization and Discounted Cash Flow Analysis.

Conclusion: In this "Restricted Appraisal" assignment, we developed a Sales Comparison Approach using recent sales of comparable office properties. We did not complete a Cost or Income Approach as they were not necessary for credible results in this Restricted Report format.

SUMMARY OF ANALYSIS AND VALUATION

Sales Comparison Approach: Overview -

This approach is based on the “Principle of Substitution” which holds that no prudent buyer would pay more for a property than the cost to acquire a similar property being offered in the market place (all else being equal). Closed sales give us an indication of past prices paid for similar properties. Active listings give us an indication of what property owners are currently expecting for their properties.

Substitution Definition: “The appraisal principle that states that when several similar or commensurate commodities, goods or services are available, the one with the lowest price will attract the greatest demand and widest distribution. This is the primary principle upon which the cost and sales comparison approaches are based.”

The Dictionary of Real Estate Appraisal, Fifth Edition, Copyright 2010 by the Appraisal Institute, an Illinois Not For Profit Corporation, Page 190.

The Sales Comparison Approach is the process of comparing prices paid for properties have a reasonable degree of similarity when compared to the subject of the valuation. The appraiser(s) have researched market sales and selected several for write-up and analysis.

The analysis of the sales will normally consider market adjustments such as interest sold, financing, conditions of sale and time, or changes in the market. Also, there will be physical adjustments such as location & zoning, site size & shape, access & parking, utilities and floodplain, etc.

In this model, it is not unusual for the appraiser to sift through many sales to find several that are considered the best. The best sales are usually written up in summary format and then analyzed on a grid. Adjustments to the sales can be negative or positive depending on the above market adjustment criteria and physical adjustment criteria.

Sales Comparison Approach -

Comparable Sales that were selected for analysis are outlined below. The sales will be compared on the basis of price per square foot of building area; this the most common and acceptable unit of comparison when evaluating sales of properties which are similar to the subject. The Comparables on the following page are the best fit for this criterion.

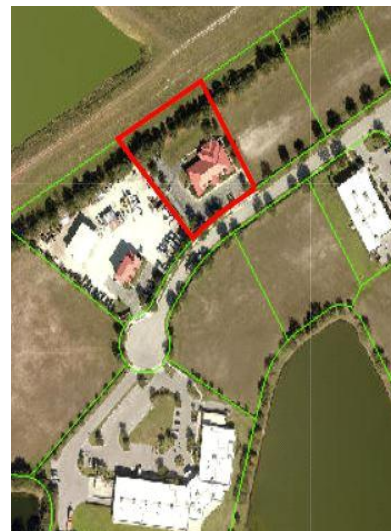
COMP NO. 1

Property Type: Office
Property Subtype: Garden Style General Office
Address/Location: 10405 Technology Terrace
City, State/Zip: Bradenton, FL 34211
County: Manatee
Tax ID/APN: 579102159



PROPERTY INFORMATION

Gross Building Area: 6,248
Usable Site Area (SF): 56,674
Usable Site Area (Acres): 1.30
Year Built: 2010
Corner / Signal: No / No
Quality: Average
Condition: Good
Number of Buildings: 1
Building Class: "C"
Construction Type: Masonry/Stucco/Hip Standing Seam Metal Roof
Available Parking: On Site
Amenities: Asphalt Paving
Floor Area Ratio (FAR): 11%
Utilities: All Public Present
Zoning: PD-MU, Planned Development- Mixed Use



SALE INFORMATION

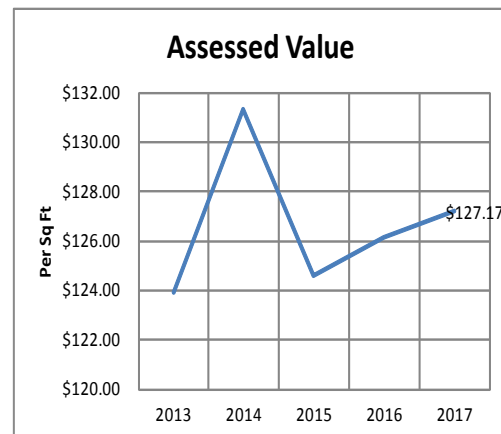
Sale Date: 2/5/2018
Instrument #: 2713/1092
Sale Price: \$1,010,000
Price Per SF: \$161.65
3 Sales History: No Arms Length Transactions
Value Interest: Fee Simple
Days-on-Market: N/A
Assessment per SF: \$127.17

Grantor: Cardinal Contractors, Incorporated
Grantee: SLN, Holdings, LLC

VERIFICATION

Confirmation Source: Public Records, Deed, CoStar, Broker

Asking price of \$1,150,000 with a marketing period of approximately 6 months per the broker. The building was vacant at the time of sale and its floor plan is configured for single occupancy as general office use. The building was acquired for owner-use and was in good condition at the time of sale.



COMP NO. 2

Property Type: Office
Property Subtype: Garden Style Office
Address/Location: 8433 Enterprise Circle
City, State Zip: Lakewood Ranch, FL 34202
County: Sarasota
Tax ID/APN: 587910753



PROPERTY INFORMATION

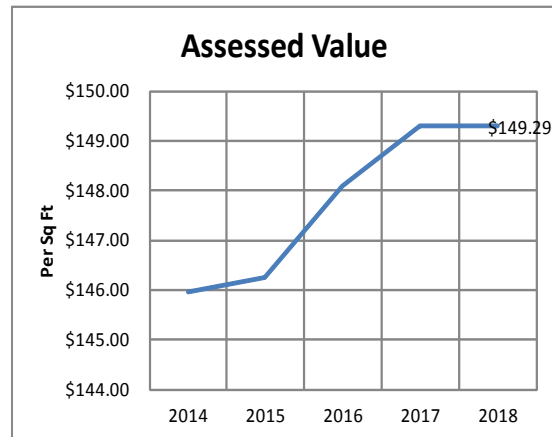
Gross Building Area: 17,114
Usable Site Area (SF): 79,279
Usable Site Area (Acres): 1.82
Year Built: 2000
Corner / Signal: No / No
Quality: Good
Condition: Good
Number of Buildings: 1
Building Class: "C"
Construction Type: Masonry & Stucco Exterior/ Hip Standing Seam Metal Roof
Available Parking: On-site- 78 spaces
Amenities
Floor Area Ratio (FAR): 22%
Utilities: All Public
Zoning: PD-MU - Planned Development Mixed Use



SALE INFORMATION

Sale Date: Listing
Book / Page: N/A
Sale Price: \$3,500,000
Price Per SF: \$204.51
3 Year Sales History: No Arm's-Length Transactions
Value Interest: Leased Fee
Assessment/SF of Bldg: \$149.29

Grantor: University Professional Center, Inc.
Grantee:



VERIFICATION

Confirmation Source: Public Records, Broker

Property is offered at \$3,500,000 . 100% leased with four tenant suites featuring very good interior finish features. Triple-Net Leases at \$14.65/SF and NOI results in a Cap Rate of 7.14%

COMP NO. 3

Property Type: Office
Property Subtype: Garden Style General Office
Address/Location: 11509 Palmbrush Trail
City, State Zip: Lakewood Ranch, FL 34202
County: Manatee
Tax ID/APN: 584185609



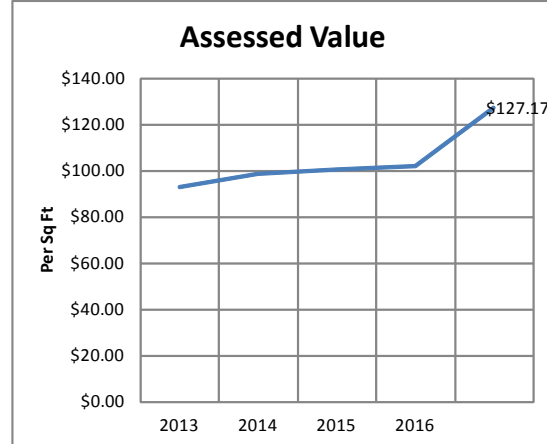
PROPERTY INFORMATION

Gross Building Area: 15,338
Usable Site Area (SF): 72,330
Usable Site Area (Acres): 1.66
Year Built: 2007
Corner / Signal: No / No
Quality: Average-Good
Condition: Good
Number of Buildings: 1
Building Class: "C"
Construction Type: Masonry & Steel Frame/Stucco & Stone Veneer Exterior/Hip Standing Seam Metal Roofing
Available Parking: On Site- 10 spaces
Amenities: Sprinklered, elevator, 2-story, canopy covered parking(former drive thru lanes)
Floor Area Ratio (FAR): 21%
Utilities: All public present
Zoning: PD-MU, Planned Development- Mixed Use



SALE INFORMATION

Sale Date: 12/8/2016
Book / Page: 2652/7556
Sale Price: \$2,500,000
Price Per SF: \$162.99
3 Year Sales History: No Arms Length Transactions
Value Interest: Leased Fee
Assessment/SF of Bldg: \$127.17



Grantor: Tom Brown Real Estate Investments, LLC
Grantee: Palmbrush Trail, LLC

VERIFICATION

Confirmation Source: Public Records, Deed, CoStar, Broker

2-story office building originally built as a branch bank but later converted for multi-tenant general office use. Building is sprinklered for fire supresion, has an elevator and at the time of sale was in good condition. The building was reportedly 100% occupied at the time of sale with multi-tenants. The property was acquired as an investment as the buyer's were attracted to the strong cash flow and solid tenant base.

COMP NO. 4

Property Type: Office
Property Subtype: Garden Style Office
Address/Location: 8430 Enterprise Circle
City, State/Zip: Lakewood Ranch, FL 34202
County: Manatee
Tax ID/APN: 587910704



PROPERTY INFORMATION

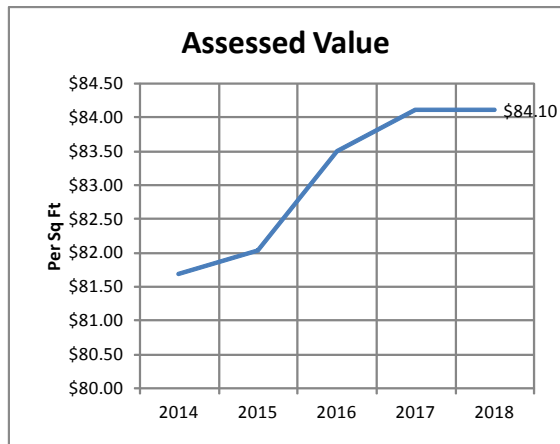
Gross Building Area: 32,440
Usable Site Area (SF): 106,722
Usable Site Area (Acres): 2.45
Year Built: 2001 (Renovated 2013/2014)
Corner / Traffic Signal: No / No
Quality: Good
Condition: Good
Number of Buildings: 1
Building Class: "C"
Construction Type: Masonry Frame/Stucco Exterior/Hip Tile Roofing
Available Parking: 158 marked spaces
Amenities: On-site back-up generator
Floor Area Ratio (FAR): 30%
Utilities: All Public
Zoning: PD- MU Planned Development Mixed Use



SALE INFORMATION

Sale Date: 7/30/2018
Recording: 2741/2640
Sale Price: **\$6,200,000**
Price Per SF: **\$191.12**
Sales History (Last 3 Years): No
Value Interest: Leased Fee
Days-on-Market: N/A
Assessment per SF: \$84.10

Grantor: 8430 Enterprise Circle, LLC
Grantee: Crown Real Estate, LLC



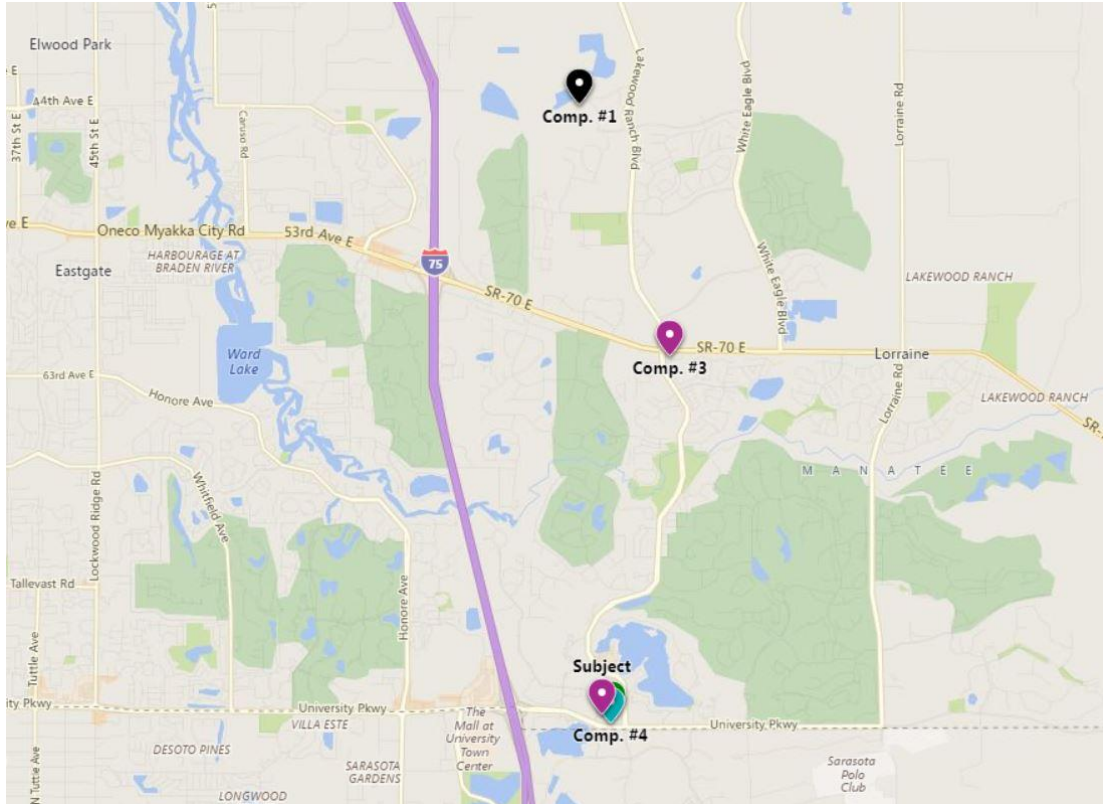
VERIFICATION

Confirmation Source: Public Records, Costar, Broker

Property was originally listed at \$6,405,000 and is 100% occupied with six tenants. The leases are Triple Net expense allocations and average rent is \$15.93/SF. 25% of the tenant spaces are finished for medical or dental use and balance is general office with good tenant finishes. The medical tenants are leased thru 2023 and the largest tenant (general office tenant) at 50% of the building is leased thru 2022. The largest tenant is also a credit tenant. Two story building, back-up power generator. Cap rate was 7.59% based upon year end 2017

SALES COMPARISON APPROACH: ANALYSIS OF BUILDING COMPARABLES					
General Data:	Subject	Building Comparable #1	Building Comparable #2	Building Comparable #3	Building Comparable #4
Address	9415-9423 Town Center Parkway	10405 Technology Terrace	8433 Enterprise Circle	11509 Palmbrush Trail	8430 Enterprise Circle
City, State	Lakewood Ranch, FL 34202	Bradenton, FL 34211	Lakewood Ranch, FL 34202	Lakewood Ranch, FL 34202	Lakewood Ranch, FL 34202
Parcel ID#	587910605	579102159	587910753	584185609	587910704
Property Type or Use	Garden Style General Office	Garden Style Office	Garden Style Office	Garden Style Office	Garden Style Office
Proximity to Subject	See Comparable Sales Map	See Comparable Sales Map	See Comparable Sales Map	See Comparable Sales Map	See Comparable Sales Map
Recording / Inst. #	Inspection, Client	2713/1092	N/A	2652/7556	2741/2640
Data Source-2	Public Records	Public Records	Public Records	Public Records	Public Records
Date of Sale	N/A	Feb-18	Listing	Dec-16	Jul-18
Sale or List Price	N/A	\$1,010,000	\$3,500,000	\$2,500,000	\$6,200,000
Avg. Price Per SqFt	N/A	\$161.65	\$204.51	\$162.99	\$191.12
Site Data:					
Location	Lakewood Ranch- Neighborhood Arterial/Collector Street	Lakewood Ranch- Interior Collector Street	Lakewood Ranch- Interior Collector Street	Lakewood Ranch- SR 70 Visibility/interior collector street access	Lakewood Ranch- Arterial Frontage/Collector Street Access
Zoning	PD-MU, Planned Development-Mixed Use	PD-MU, Planned Development-Mixed Use	PD-MU - Planned Development Mixed Use	PD-MU, Planned Development-Mixed Use	PD- MU Planned Development Mixed Use
Corner / Traffic Signal	No / No	No / No	No / No	No / No	No / No
Site Size (SqFt)	65,776	56,674	79,279	72,330	106,722
FAR	18%	11%	22%	21%	30%
Other Site Features	All Public Utilities Present	Typical	Typical	Typical	Typical
Building Data:					
Building or Unit Size (SqFt)	11,886	6,248	17,114	15,338	32,440
Construction Quality	Class "C", Average	Class "C", Average	Class "C", Good	Class "C", Average	Class "C", Good
Year Built / Condition	1999 / Good	2010 / Good	2000 / Good	2007 / Good	2001 (2013/2014) Remodeled - Good Condition
Other Amenities	2 tenants, Covered Patio (larger tenant)	Single-tenant floorplan	2-story, elevator, sprinklered	2-story, multi-tenant, elevator, sprinkler	2 story, back-up power generator, elevator, sprinklered
Interest Sold	Leased Fee	Fee Simple	Leased Fee	Leased Fee	Leased Fee
Market Adjustments:					
Interest Sold	N/A	5%	0%	0%	0%
Financing	Assume Cash or Conventional	0%	0%	0%	0%
Conditions of Sale	Normal Market	0%	-5%	0%	0%
Market Conditions / Time	Adjusted to Current Date	0%	0%	3%	0%
Net Adjustment	N/A	5%	-5%	3%	0%
Adjusted Price/SqFt	TBD by Market	\$169.73	\$194.29	\$167.88	\$191.12
Location	Lakewood Ranch- Neighborhood Arterial/Collector Street	5%	0%	5%	-5%
Zoning	PD-MU, Planned Development-Mixed Use	0%	0%	0%	0%
Corner / Traffic Signal	No / No	0%	0%	0%	0%
FAR	18%	0%	0%	0%	0%
Other Site Features	All Public Utilities Present	0%	0%	0%	0%
Building or Unit Size (SqFt)	11,886	-5%	5%	5%	10%
Construction Quality	Class "C", Average	0%	0%	0%	0%
Year Built / Condition	1999 / Good	0%	0%	0%	0%
Other Amenities	2 tenants, Covered Patio (larger tenant)	0%	-10%	-5%	-10%
Net Building Adjustments	N/A	0%	-5%	5%	-5%
Final Adjusted Price/SqFt	TBD by Market	\$170	\$185	\$176	\$182
				Statistical Mean:	\$178
				Median Value:	\$179
				Indicated Improved Value/SF	\$179
				Indicated Improved Value	\$2,127,594
				Rounded	\$2,125,000

Sales Map:



Market Adjustments-

Interest Sold: This would account for any sales that sold with rents that were above or below market. For example, if a property has a long-term lease with sub-market rent, this condition could drag down the price. Conversely, if a property sold with abnormally high rent, due to a lease, this could cause the price to be high. Comparable #1 reflects the Fee Simple interest since it was acquired for owner-occupancy. Given that the subject involves a Leased Fee estate and is occupied by two tenants under lease terms at market rates an upward adjustment is applied. Each of the remaining sales reflects a Leased Fee interest at 100% occupancy similar to the subject with no additional adjustments required.

Financing: This would account for properties selling with owner-financing where the interest rate charged by the seller, somehow change the price and made the sale atypical of the market. No adjustments were necessary for below market financing.

Conditions of Sale: This would account for properties selling with undue pressure on the part of the seller or buyer as in where a large company comes to town and starts buying properties and potential sellers hear this and instinctively raise the price for their properties. If we use a listing where there have not been any buyer and seller

negotiations, we will tend to discount the listing. Comparable #2 is a listing that is reportedly in negotiations for a contract. Given the confidential nature of the negotiations and that it is not yet a closed transaction, a slight downward adjustment is applied to reflect the likely lower negotiated sale price upon a closed assumed sale. Each remaining comparable is a close transaction with no adjustments necessary.

Time or Market Changes: This accounts for appreciation or depreciation pressures that are caused by the market. Comparable #3 occurred during a period of inferior market conditions and an upward adjustment is reasonable. Comparables #1 and #4 occurred during periods of similar overall market conditions and Comparable #2 is a listing that is reflective of current market conditions with no adjustments applied to these three comparables.

Physical Adjustments:

Location/Access/Visibility – Each of the comparables is located east of Interstate-75 in the growth corridor influence of Lakewood Ranch. Comparable #1 is an interior parcel with inferior access/visibility compared to the subject's neighborhood arterial. Additionally, its surrounding development and influences are inferior compared to the subject's influence of Lakewood Ranch Medical Center complex and surrounding development. As such, an upward adjustment is warranted. Comparable #2 is located directly east of the subject and is reflective of similar overall influences and surrounding development with no adjustment needed. Comparable #3 abuts State Road 70 with similar to superior visibility features but access is via an interior collector street. Furthermore, the subject has superior surrounding development and influences. Overall, an upward adjustment for this comparison element is reasonable. Comparable #4 is directly southeast of the subject and abuts University Parkway which provides for superior visibility; while, its access is via an interior collector street. This comparable has similar surrounding development and influences. Overall, a slight downward adjustment is given to this comparable.

Zoning / FLU – Each comparable's zoning and allowable uses are similar with no adjustments considered for this comparison element.

Corner locations – No adjustments to the comparables are necessary.

Floor Area Ratio (FAR) reflects the land component divided by the building component, its inverse would be a Land-to-Building Ratio. Depending on the market segment and location, FAR's reflect an optimal parcel size and configuration. Sometimes a very low Floor Area Ratio can result in extra or remaining land not needed to support a specific use which may reflect excess or surplus land.

Each comparable's ratios are similar with no adjustments required.

Other Features –No adjustments considered.

Building Area - All else being equal, larger buildings tend to sell for less, on a per square foot basis, than smaller buildings; and vice versa (Quantity Discount Theory). Comparable #1 is smaller with a downward adjustment applied for this comparison element. The remaining comparables are larger and adjusted upward for this comparison element.

Construction Quality – The subject and each of the comparables have similar masonry construction quality with no adjustments needed.

Effective Age / Condition - This adjustment is typically based on effective age or condition. When a building has had good maintenance and upkeep, or remodeling, its effective age is less and value is enhanced. Conversely, when a building has been poorly maintained its effective age is adversely impacted and value is diminished. On the date of property viewing, the subject appears adequately maintained during its lifespan and is in good condition. Comparable #1 was built in 2010 and although its physical age is newer, its effective age and condition at the time of sale is considered similar to offsetting given the subject's maintenance and condition during its lifespan. As such, no adjustment is considered. On their respective dates of sales, each remaining comparable reflects similar to offsetting overall age/condition characteristics with no adjustments applied for this comparison element.

Other Building Amenities – The subject is a two-tenant property with general office interior finishes. Comparable #1's amenities are similar and no adjustment is necessary. Comparable #2 is a two-story design with an elevator, sprinkler system for fire suppression and a mixture of medical finish and general office finish with good quality finishes. As such, its amenities/design is superior and a downward adjustment is needed. Comparable #3's two-story design with general office interior finishes, an elevator, sprinkler system for fire suppression and some covered parking provided by the former drive thru canopy is superior. Therefore, a downward adjustment is warranted for this comparison element. Comparable #4 is also a two-story building with a mixture of medical, dental interior finishes and general office interior finishes. The general office finishes are reportedly custom, high-end quality. Additionally, it features a sprinkler system for fire suppression and elevator. This comparable's amenities/design warrants a downward adjustment.

Correlation: The adjusted range is from \$170 to \$185 per square foot. The mean / average of the adjusted unit values is \$178± per square foot of building area and the median value is \$179± per square foot. Based on the above analysis, we have formed the opinion that the current value of the subject by the Sales Approach is supported by the comparable range at \$179 per square foot. For the subject property, at 11,886± square feet of building area, this equates to a value of **\$2,125,000 (rounded)**.

“As-Is” Market Value Opinion via Sales Comparison Approach \$2,125,000

RECONCILIATION AND FINAL VALUE OPINION(S):

Based on all applicable analyses and discussion, I have formed the following opinion of value:

FINAL VALUE OPINION:				
Date of Value	Property Valued	Interest Valued	Value Type	Value Opinion
9/19/2018	9415-9423 Town Center Parkway, Lakewood Ranch, FL 34202	Leased Fee	"As Is" Market Value Opinion	\$ 2,125,000

Note: The above figure excludes any value attributable to business interests, goodwill, licenses, franchises, inventory, personal property, FF&E (furniture, fixtures & equipment) or other tangible or intangible items unless otherwise specified.

Exposure Time:

Exposure Time Definition: “Estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal.”

Definitions section of the 2012-2013 version of USPAP

Exposure time precedes the effective date of the appraisal. Exposure time is different for various types of property and under various market conditions. It is noted that the overall concept of reasonable exposure encompasses not only adequate, sufficient, and reasonable time but also adequate, sufficient, and reasonable effort. This statement focuses on the time component.

The fact that exposure time is always presumed to occur prior to the effective date of the appraisal is substantiated by related facts in the appraisal process: supply/demand conditions as of the effective date of the appraisal; the use of current cost information; the analysis of historical sales information (sold after exposure and after completion of negotiations between the seller and buyer); and the analysis of future income expectancy projected from the effective date of the appraisal.

Given current market conditions, and a reasonable asking price, we estimate a reasonable exposure time for the subject of from **nine to twelve** months.

Marketing Time

Marketing Time Definition: “An opinion of the amount of time it might take to sell a real or personal property interest at the concluded market value level during the period immediately after the effective date of an appraisal. Marketing time differs from exposure time, which is always presumed to precede the effective date of an appraisal. (Advisory Opinion 7 of the Appraisal Standards Board of The Appraisal Foundation and Statement on Appraisal Standards No. 6, “Reasonable

Exposure Time in Real Property and Personal Property Market Value Opinions” address the determination of reasonable exposure and marketing time.) **See also exposure time”**.

The Dictionary of Real Estate Appraisal, Fifth Edition, Copyright 2010 by the Appraisal Institute, an Illinois Not For Profit Corporation, Page 121.

Pricing, availability of financing, seller flexibility and a sound marketing program are believed to be the most important factors in selling a property like the subject. In addition, listing the property with a broker who is active in this segment of the market is also very important to a sound marketing program. The type of listing that protects the listing broker (an exclusive listing); one that prompts him/her to advertise the property, is believed to be important as well. In addition, it is important to list with a broker who will cooperate with other area brokers in the best interests of the seller. Brokers who want to retain all of the commission do harm to both themselves and their sellers. Based on the data gathered in for this valuation and discussions with the realtors we estimate a (prospective) Marketing Time of **nine to twelve** months.

Qualifications of Mike Smith
State Certified General Real Estate Appraiser



Real Estate Appraisers and Consultants

State Certifications

State of Florida
State of Oklahoma

Education

Bachelor of Science
Oklahoma State University

Contact Details

mike.smith@chapman-
appraisers.com
941-351-3462 (p)
941-351-3657(f)

Chapman & Associates Inc.
1877 Northgate Blvd.
Suite 5
Sarasota, FL 34234

Membership/Affiliations:

Florida State Certified General Real Estate Appraiser- RZ3938
Oklahoma Certified General Appraiser (#12692CGA)
Appraisal Institute (#437259)

Appraisal Institute & Related Courses:

Florida Appraisal Laws and Regulations- McKissock
Capstone Demonstration Report Program
7 Hour National USPAP Update Course
15 Hour USPAP Course
Business Practices and Ethics
Advanced Applications
Advanced Income Capitalization
Advanced Cost and Sales Comparison Approaches
Highest and Best Use & Market Analysis
Report Writing and Valuation Analysis
General Applications
Basic Income Capitalization
Appraisal Procedures
Appraisal Principles

Experience:

Commercial Real Estate Appraiser

Chapman & Associates, Inc. Sarasota, FL (August, 2017 to present)

Commercial Real Estate Appraiser

JLL Valuations & Advisory Services- Vice President, Tulsa, Oklahoma (April, 2017- August, 2017)

Commercial Real Estate Appraiser

ValbridgePropertyAdvisors | Walton Property Services, LLC, Senior Appraiser, Tulsa, OK (2013- March, 2017)

Commercial Real Estate Appraiser

Walton Property Services, LLC, Tulsa, OK (Feb, 2002-2013)

Expertise in the valuation and evaluation of commercial, retail, multi-family, lodging, industrial, office, right-of-way, agricultural and special purpose properties.



RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



STATE OF FLORIDA
 DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
 FLORIDA REAL ESTATE APPRAISAL BD

THE CERTIFIED GENERAL APPRAISER HEREIN IS CERTIFIED UNDER THE
 PROVISIONS OF CHAPTER 475, FLORIDA STATUTES

SMITH, MICHAEL FRANK

1316 SOUTH CHESTNUT AVENUE
 BROKEN ARROW OK 74012

LICENSE NUMBER: RZ3938

EXPIRATION DATE: NOVEMBER 30, 2018

Always verify licenses online at MyFloridaLicense.com



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Contract for Appraisal Services

Chapman & Associates, Inc.

Real Estate Appraisers and Consultants

1877 Northgate Boulevard, Suite 5, Sarasota, Florida 34234 / Phone: 941.351.3462 - Fax: 941.351.3657

CONTRACT FOR APPRAISAL SERVICES

Date: November 14, 2018

Client: Peace River Manasota Regional Water Supply Authority
9415 Town Center Parkway
Lakewood Ranch, FL 34202
941-316-1776
Attn: Ann Lee, MBA
Finance/Administration Manager
alee@regionalwater.org

Appraiser(s): Mike Smith
State-Certified General Real Estate Appraiser RZ3938
CHAPMAN & ASSOCIATES, INC.
1877 Northgate Blvd., Suite 5, Sarasota, FL 34234
Phone: 941.351.3462 / Fax: 941.351.3657
mike.smith@chapman-appraisers.com

Subject: *Property Appraisal- Two tenant office building*
9415 Town Center Parkway
Lakewood Ranch, FL 34202
Parcel ID # 587910605

In response to your request, below we have outlined our bid to complete a "Market Value Opinion" appraisal of the above-referenced property.

TYPE OF APPRAISAL ASSIGNMENT -	Appraisal Report- Restricted - Sales Approach only
TOTAL FEE FOR SERVICES -	\$750
RETAINER (REQUIRED PRIOR TO COMMENCING) -	N/A
BALANCE (DUE UPON DELIVERY OF REPORT) -	\$750
COMPLETION TIME -	November 20, 2018
NUMBER OF COPIES PROVIDED -	PDF

We estimate completion from the date we receive your authorization and applicable retainer. The estimated completion time and quoted fee for services are only guaranteed for the specified time from the date of we receive authorization and requested information necessary to complete the appraisal assignment.

Initials: AL

Contract for Appraisal Services
November 14, 2018
Page 2

Changes or additions to the scope of this proposed assignment will be billed at our standard rates in effect at such time as any changes are made. Also, the fee shown above does not cover any additional counseling, depositions or court testimony. Charges for these types of services will be billed at our current rate of \$250 per hour, including any necessary travel time. Depending upon the nature of the assignment, court appearances may require several hours of pre-deposition or pre-trial preparation, and this time will also be billed at our current rate.

If billing payment arrangements are specified on the previous page, fees are expected to be paid-in-full within thirty (30) days. By accepting this Contract, you agree to pay any and all of our attorney's fees if it should become necessary to engage legal counsel to collect our bill.

Should you have any questions regarding this proposal, please contact me at 941.351.3462. If you wish to proceed with this assignment, please initial the bottom of Page 1 and sign and date in the spaces below. Then return this Contract to us by email, together with any applicable retainer. As an alternative, you may fax both pages to us at 941.351.3657 (subsequently mail us the original Contract along with any applicable retainer). Thank you for considering our firm for this valuation assignment.

Very truly yours,



Mike Smith, Appraiser
State-Certified General Real Estate Appraiser RZ3938

Accepted By: _____ Date: 11/14/18

PO#23947

Chapman & Associates, Inc.

SUBJECT DATA

9/18/2018

Manatee County Property Appraiser

PARID: 587910605

RANCH PROPERTY HOLDINGS LLC

9423 TOWN CENTER PKWY

ID Block

Account#	587910605
T/R/S	35S / 19E / 31
Primary Address Location	9415 TOWN CENTER PKWY, LAKEWOOD RANCH, FL 34202-5134
Jurisdiction	UNINCORPORATED
Exemption/Classification	No Exemption
DOR Use Code	1700
DOR Description	Office Buildings-One Story (1555)
Neighborhood Name	E OF I-75, S. OF SR 70,W OF LORRAINE
Neighborhood Number	7410
CRA District	
CDD District	
Neighborhood Group	
Market Area	74
Route Number	037
Map ID	5D3132
Acres (If Available)	1.51
Size Disclaimer	Sq foot estimates derived from rounded exterior wall measurements
Number of Units	1
Living/Business area	11886
Total Under Roof	12279
Unit Desc	
Short Legal Desc	UNIT 2 LAKEWOOD RANCH TOWN CENTER OFFICE PARK PI#5879.1060/5
Unit #	
Lot ID	2
Block ID	
Subdivision Number	0587900
Subdivision Name	LAKEWOOD RANCH TOWN CENTER OFFICE
City/County Tax District	0310
Tax District Name	0310 - EAST MANATEE FIRE RESCUE

TPP Current Year Date Filed

TPP Current Year Extension Request

Owners

Owner RANCH PROPERTY HOLDINGS LLC

Owner Type CO: CORPORATION

Address 8430 ENTERPRISE CIR STE 200

City BRADENTON

State FL

Zip Code 34202

International Postal Code

Country

Total Value

Latest Certified Values **

Tax Year:	2018
Just Land Value:	\$507,544

9/18/2018

Manatee County Property Appraiser

Just Improvement Value:	\$1,004,014
Total Just Value:	\$1,511,558
New Construction:	\$0
Addition Value:	\$0
Demolition Value:	\$0
Save Our Homes Savings:	\$0
Non Homestead Cap Savings:	\$0
Market Value of Classified Use Land:	\$0
Classified Use Value:	\$0
Total Assessed Value:	\$1,511,558

Previous Year Values

Previous Year Just Value:	\$1,511,558
Previous Year Assessed Value:	\$1,511,558
Previous Year Cap Value:	\$0

**Values are not warranted and are subject to change until TRIM notices are mailed in August.

Non-Ad Valorem Assessments

Levying Authority

EAST MANATEE FIRE RESCUE DIST	\$1,561.14
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Exemptions

Account#	587910605
Exemption Code	10CAP
Description	10% CAPPED SAVINGS
Owner with Exemption	RANCH PROPERTY HOLDINGS LLC
Year	2012
Override Flag	
Override Type	

Sales

1 of 4

Account#	587910605
Date	26-OCT-2011
Sale Amount	\$1,475,000
Vacant/Improved Indicator	Improved
Qualification Code	1A
Qualification Code Description	QUAL-FROM DEED
Book	2397
Page	7553
Grantee Name	RANCH PROPERTY HOLDINGS LLC
Grantor Name	MCF FLORIDA LLC
Deed Type	WD-WARRANTY DEED
Sales Key	2023158

Legal

Description	UNIT 2 LAKEWOOD RANCH TOWN CENTER OFFICE PARK PI#5879.1060/5
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Permits

1 of 6

9/18/2018 Manatee County Property Appraiser
 Account# 587910605
 Number COBLD1807-2370
 Permit Code 26D
 Type Description SEWER, INSTALL NEW/CHG SEPTIC
 Application Date 26-JUL-2018
 CO Date
 Description Line Emergency sewer repair underneath concrete slab.

Market Land Lines

Account# 587910605
 Square Feet 65776
 Acres 1.51
 Influence Code 1
 Influence Code 2

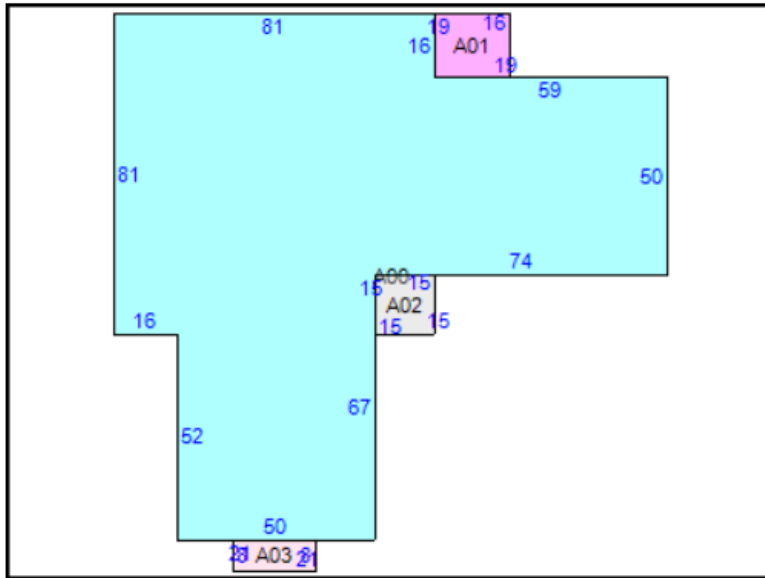
Commercial

Account# 587910605
 Building Number 1
 Improvement Name
 Year Built 1999
 Units
 Structure Code 353
 Description OFFICE BLDG L/R 1-4S
 Card 1
 Total Under Roof 12279
 Business Living Area 11886
 Exterior Wall
 Roof Material
 Roof Type

OBY

1 of 2

Account# 587910605
 Card 1
 Code ASP
 Description ASPHALT PAVING
 Year Built 1999
 Width
 Length
 Area 12980
 Units 1

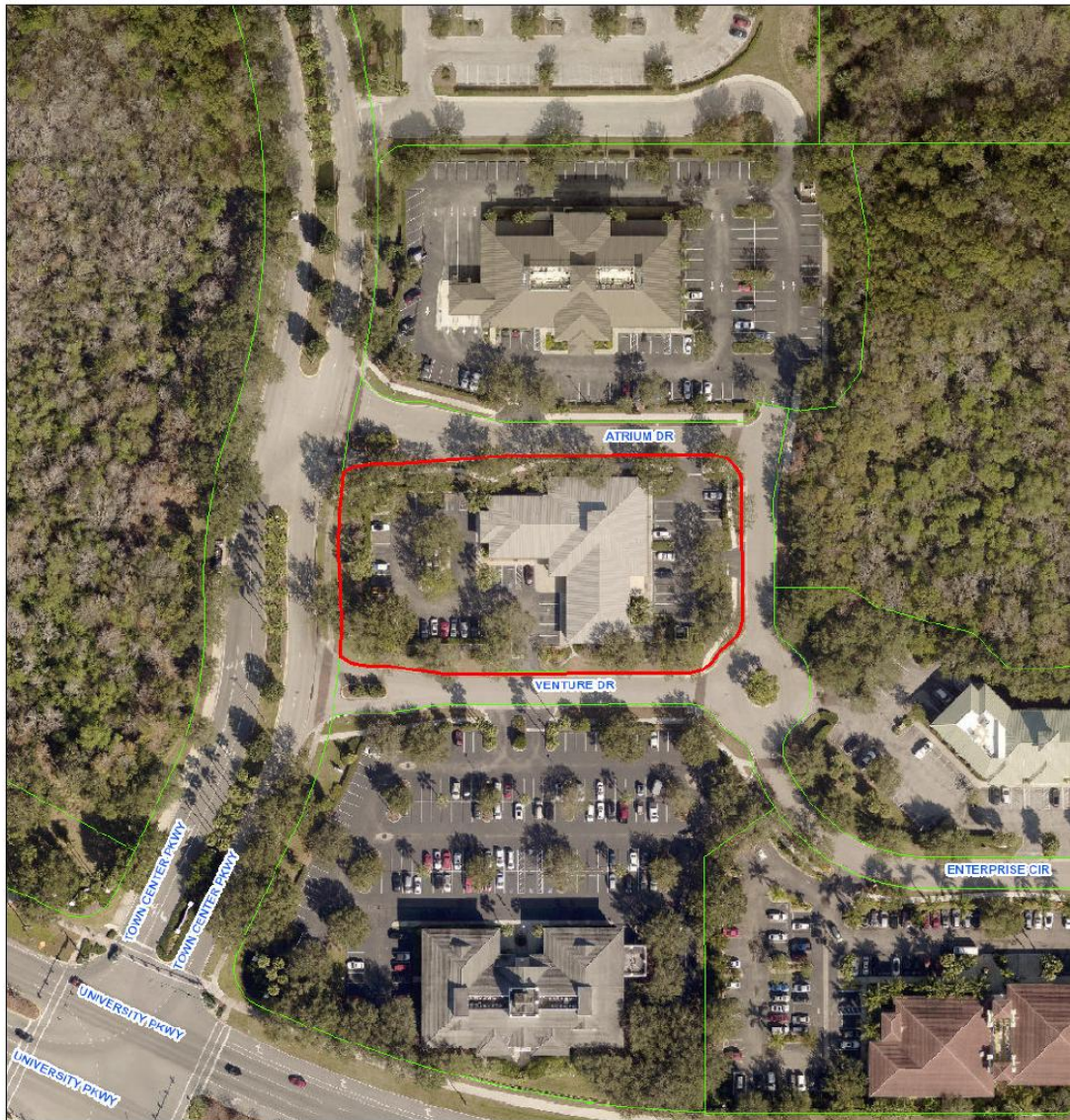


Options

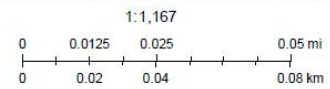
Type	Line #	Item	Area
Commercial	1	A00	11,886
Commercial Feature	1	PORCH, SLAB - PR1:PORCH, SLAB	304
Commercial Feature	2	CANPY RF/SLB - CP6:CANOPY ROOF/SLAB	225
Commercial Feature	3	CANPY RF/SLB - CP6:CANOPY ROOF/SLAB	168
Outbuilding	1	ASP.PAVING - ASP:ASPHALT PAVING	12,980
Outbuilding	2	CONC.PAV. - CON:CONCRETE PAVING	2,930

SUBJECT MAP

587910605 9415 TOWN CENTER PKWY, LAKEWOOD RANCH, FL, 34202



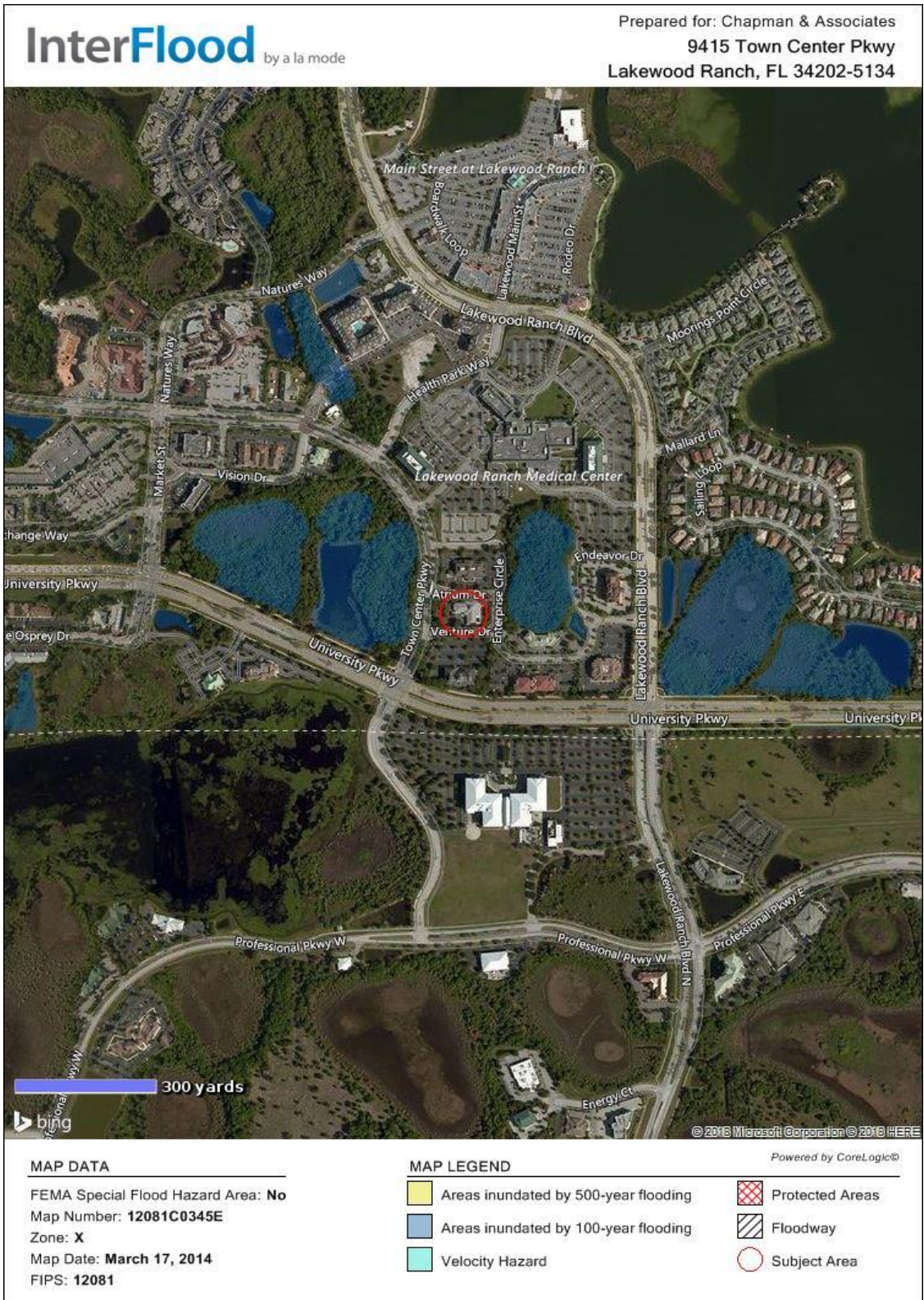
September 18, 2018



Information Technology - GIS

Manatee County Property Appraiser

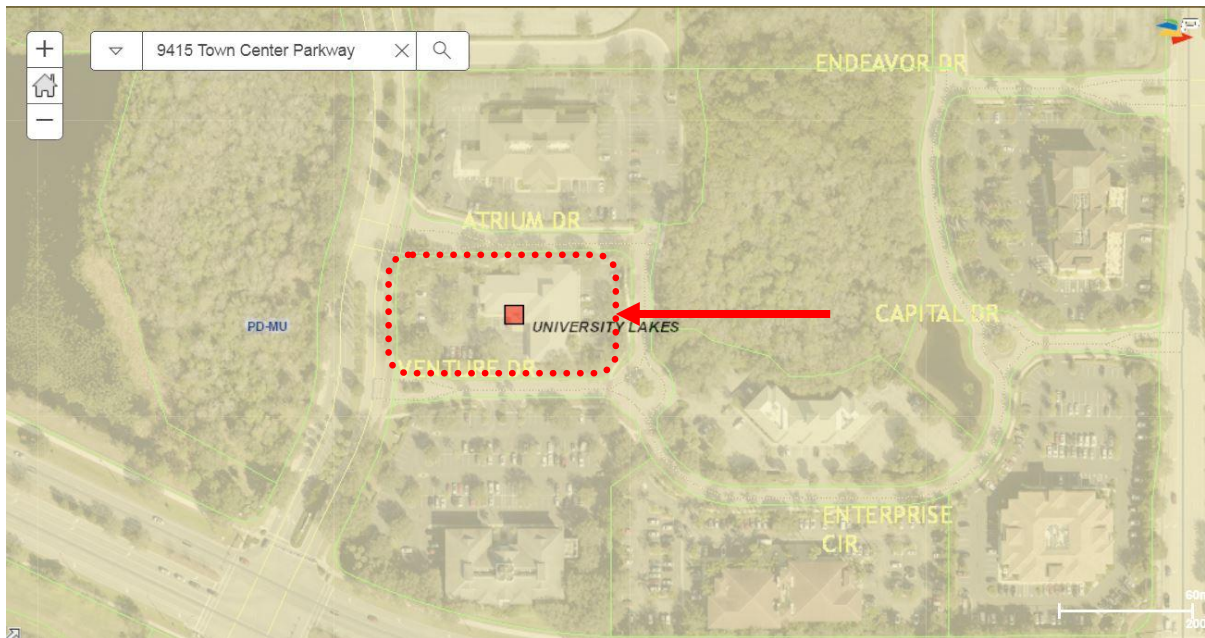
FEMA MAP



MANATEE COUNTY FLOOD MAP



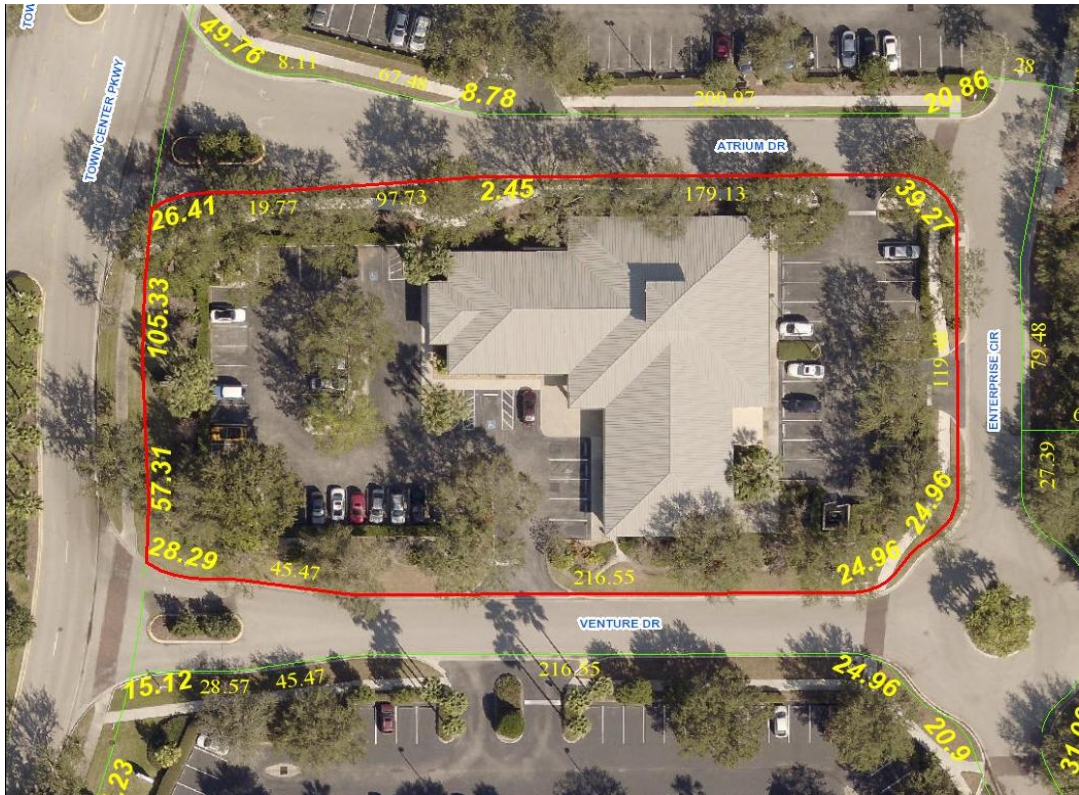
ZONING MAP



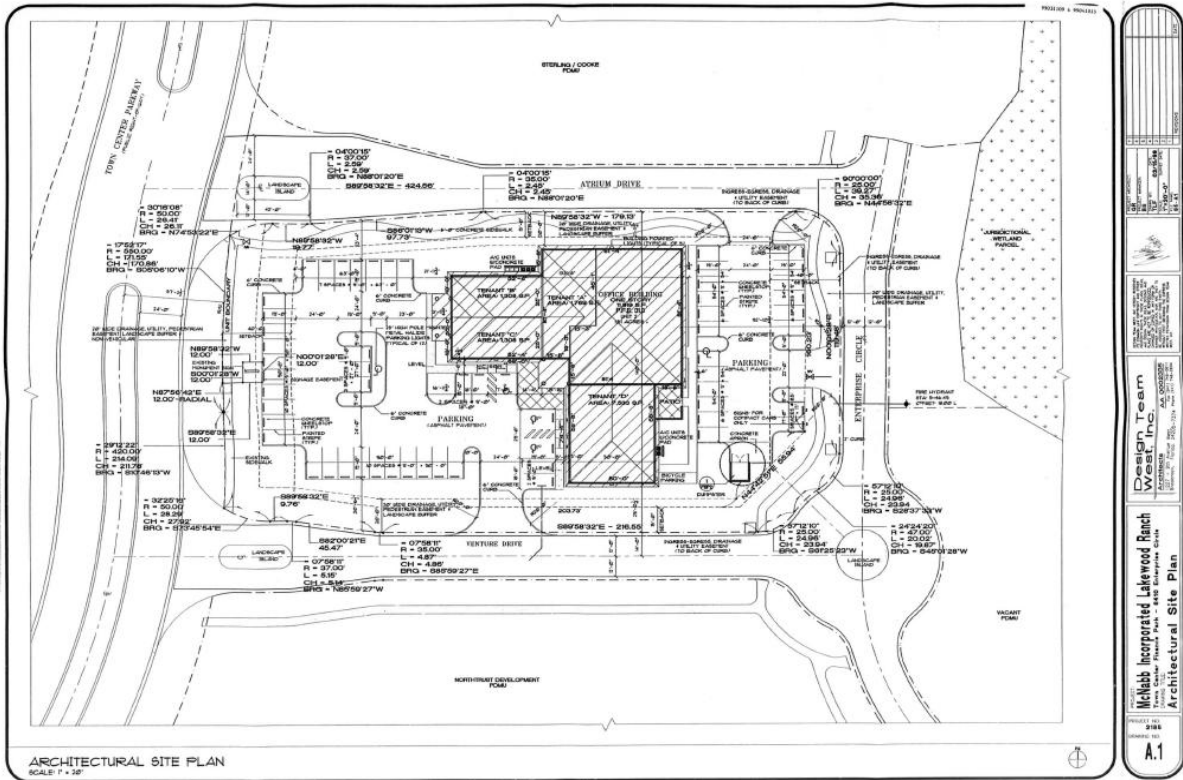
FUTURE LAND USE MAP



AERIAL VIEW



SITE PLAN-



FLOOR PLAN- Larger tenant space (client provided)

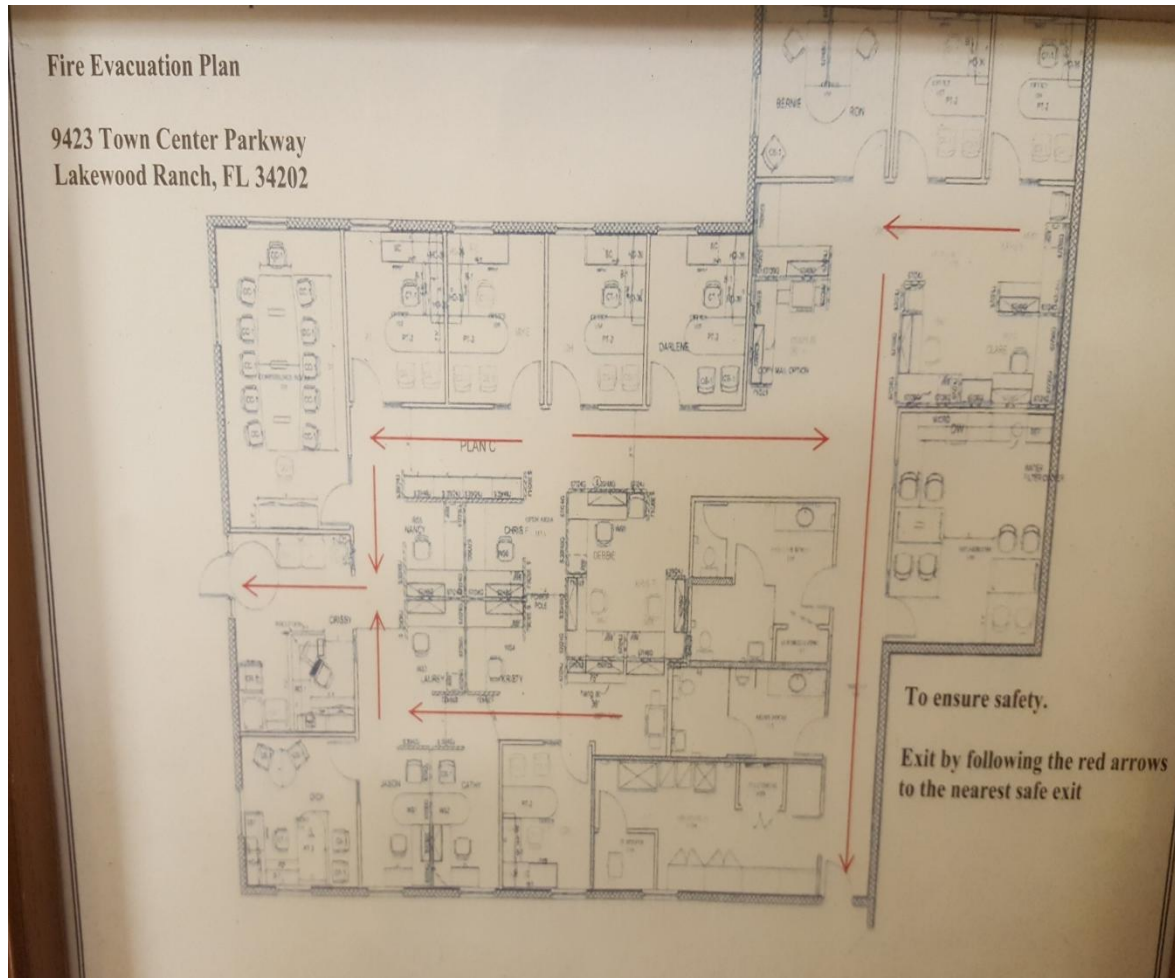
LIGHTING LEGEND

- LF-1 SEA GULL LIGHTING B0118LS-482 FLUORESCENT FOUR-LIGHT PENDANT BRUSHED NICKEL, WHITE PLASTIC DIFFUSER
UPC #FR98201820
*REMOVE EXISTING PENDANT FIXTURE IN LOBBY 101. REPLACE W/ LF-1
QTY = ONE
- LF-2 SEA GULL LIGHTING B0118LS-841 FLUORESCENT ONE-LIGHT MINI PENDANT, POLISHED NICKEL, W/SHADE ORANGE ETCHED GLASS SHADE
UPC #FR98201825
*REMOVE THREE EXISTING DOWNLIGHTS. RESERVE FOR RELOCATION AS LF-9. REPLACE W/ LF-2 AT INDICATED LOCATIONS IN CONFERENCE 128
QTY = THREE
- LF-3 SEA GULL LIGHTING B0118LS-662 NEXUS PENDANT TWO-LIGHT BRUSHED NICKEL W/WHITE PLASTIC DIFFUSER
UPC # FR98201822
*QTY = THREE
- LF-4 SEA GULL LIGHTING B0118LS-668 THREE LIGHT URBAN LOFT DIRECTIONAL BALL KIT, ANTIQUE BRUSHED NICKEL FINISH WITH OPAL GLAZED ETCHED GLASS SHARDS
UPC #FR98201821
*QTY = ONE IN CONFERENCE 104
*QTY = SIX IN CONFERENCE 128
- LF-5 *QTY = THREE DOWNLIGHTS RELOCATED FROM RECEPTION 102 TO CONFERENCE 128
*QTY = THREE TO MATCH EXISTING RELOCATED DOWNLIGHTS IN CONFERENCE 128
DOWNLIGHTS TO BE ON DIMMABLE SWITCHES, ONE SWITCH PER THREE FIXTURES
- LF-6 *QTY = TWO 2x4 FLUORESCENT LIGHT FIXTURES RELOCATED FROM EXISTING RECONFIGURED SPACE

Square Feet	Description
2,149	Office Space
2,204	Records Retention Space
770	Meeting Space
303	Utility/Bathroom Space
404	Supplies/Kitchen/Mail Space
140	IT Equipment Space
1,563	Other Space (includes patio)
7,533	Total



FLOOR PLAN- Smaller tenant space



PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
December 5, 2018

REGULAR AGENDA
ITEM 4

Legislative Priorities for 2019

Presenter - Diane Salz, Legislative Consultant

Recommended Action - **Motion** to adopt Legislative Priorities for 2019.

Diane Salz, legislative consultant to the Authority, will present draft legislative priorities for the upcoming 2019 legislative session for Board consideration. These legislative priorities will be presented to each of the Authority members' respective County Delegation meetings.

Attachments:

Legislative Priorities for 2019 [Draft].

**Peace River Manasota Regional Water Supply Authority
Legislative Priorities 2019**

Issue	Legislative/ Regulatory	Activity
STATE		
State Water Infrastructure Funding <ul style="list-style-type: none"> • Support funding request for \$1M for ‘Partially Treated Water Aquifer Storage & Recovery (ASR) Project’ • Support funding of state trust funds established in existing statutes. <ul style="list-style-type: none"> ○ Water Protection and Sustainability Program; and ○ West-Central Florida Water Restoration Action Plan • Support the allocation of state funds for water infrastructure without creating additional bureaucracy by establishing a state water board or council. 	Legislative	Submit project for State funding Monitor and participate in legislative process
Monitor legislation resulting from the Potable Reuse Commission recommendations	Legislative	Monitor legislative process
Monitor implementation of recent legislation and rules <ul style="list-style-type: none"> • ‘Florida Springs Act’; and • ‘Implementation of the Water and Land Conservation Constitutional Amendment. 	Legislative and Regulatory	Monitor and participate in implementation process
Support acquisition of Orange Hammock Ranch to enhance water management and supply.	Multiple agencies	Monitor and participate in funding process
Support Senate confirmation of Southwest Florida Water Management District Governing Board Member appointments.	Legislative	Support Senate confirmations
FEDERAL		
Support the continuation of tax-exempt financing and preserve the ability of water systems to use tax-exempt bonds.	Legislative	Monitor
Support the continuation of U.S. EPA as the lead agency for security at drinking water facilities and the explicit prohibition on the disclosure of security program information under federal, state and local information laws.	Legislative and U.S. EPA	Monitor
Support federal action to research and respond to impacts of climate change on the viability and sustainability of drinking water supplies.	Legislative and U.S. EPA	Monitor
Monitor rulemaking of the Clean Water Rule: Definition of ‘Waters of the United States’.	U.S. EPA	Monitor

STATE ISSUES

'Through Cooperation and collaboration the Authority and its members shall create, maintain and expand a sustainable, interconnected regional water supply system.'

State Water Infrastructure Funding

- 'Partially Treated Water Aquifer Storage and Recovery (ASR) Project

The Authority received \$1M in state water project appropriation in the current state budget. The Authority has successfully received a permit for the use of partially treated water for the existing ASR system, The Authority will submit a \$1M state funding request to the Legislature to continue the next step of the 'Partially Treated ASR Project' that will serve as a statewide model to advance water storage options in Florida.

- Funding of Trust Funds

State statute currently establishes trust funds through the Water Protection and Sustainability Program (sections 403.890 and 403.891, F.S.) and West-Central Florida Water Restoration Action Plan (sections 373.0363, F.S.) that provide allocation of state funding through the water management districts. The Authority received funding through these trust funds in the past and supports funding for these trust funds in the state budget.

- State Water Funding Policy

The Authority supports the allocation of state funds for water infrastructure without creating additional bureaucracy by establishing a state water board or council.

Potable Reuse Commission

The Florida Potable Reuse Commission (PRC) is a coalition of a diverse group of water resource, industry, agricultural and health professionals. The purpose of the PRC is to create a consensus driven partnership to develop the framework for the implementation of potable reuse in Florida. The framework will help advance potable reuse in Florida by augmenting future water supplies and protecting public health. The results and recommendations of the PRC will provide information for elected officials and regulatory agencies on statutory and regulatory needs. Please see attached presentation materials from FPRC 11/13/2018 meeting.

Recent Legislation and Rules

Chapter 2016-1, L.O.F., 'Florida Springs Act' creates the Florida Springs and Aquifer Protection Act to provide for the protection and restoration of outstanding Florida Springs, codifies the Central Florida Initiative, and updates and restructures the Northern Everglades and Estuaries Protection Program in addition to other issues.

Chapter 2016-201, L.O.F., 'Implementation of the Water and Land Conservation Constitutional Amendment' provides for the distribution of funds deposited into the Land Acquisition Trust Fund.

Acquisition of Orange Hammock Ranch

The Orange Hammock Ranch (OHR) property is 5,774± acres located in southeast Sarasota County east of I-75 within the City of North Port. The OHR property is on the Florida Forever Priority List and the SWFWMD has considered purchase of the property several times over the past two decades. Among considerations for the purchase of the OHR (e.g. natural system benefits), SWFWMD has previously cited benefits in relation to water supply, water quality, and flood protection.

Public ownership of the OHR offers benefits to both regional and local drinking water supply, protects existing water supply infrastructure and operations, and facilitates opportunities for development of future regional water supply projects on the adjacent RV Griffin Reserve to meet future public water supply needs of the region as well as protection and enhancement of the City of North Port's drinking water supply from Myakkahatchee Creek. Acquisition of OHR will also offer other significant public and environmental benefits in the region, including wildlife habitat connectivity, recreational opportunities, and enhanced flood protection.

Senate confirmation of Southwest Florida Water Management District Governing Board Members

Water Management District governing board members are appointed by the Governor, subject to confirmation by the Senate at the next regular session of the Legislature. Governing Board members up for confirmation in 2019 include Jeff Adams (representing Pinellas County), Ed Armstrong (representing Pinellas County), and Scott Wiggins (representing Hillsborough County).

FEDERAL ISSUES

Tax-Exempt Financing

The Authority urges Congress to preserve the ability of water systems to use tax-exempt bonds to finance water infrastructure projects. This authority to finance essential governmental services on a tax-exempt basis is vital to the efforts of water utilities to continue to provide high quality, safe and reliable supplies of drinking water at a price that is affordable to ratepayers.

As Congress considers comprehensive tax reform, it must keep in mind that any new tax revenue collected from investors by limiting or eliminating tax-exempt municipal bonds would be offset by increased interest costs that would be borne by local water system ratepayers. Limiting or eliminating the exemption would therefore represent a de-facto tax hike on local communities while encumbering public agencies efforts to raise needed capital to address water supply needs.

Drinking Water Security and Treatment Mandates

The Authority recognizes that water utilities protect their critical facilities from acts of terrorism and other hazards. Drinking water utilities first responsibility is to protect public health by providing potable.

The Authority supports that U.S. Environmental Protection Agency (EPA) should continue to be the lead federal agency for security regulations at drinking water and wastewater facilities. Having more than one federal agency with oversight of water security could not only be inefficient, but would also impair the ability of drinking water systems to properly and efficiently treat their water supplies. It also could result in making simultaneous compliance with multiple standards or guidelines that will be difficult or even impossible to satisfy. If contradictory or duplicative security measures were recommended by different federal agencies, water systems would faces difficulties in assuring compliance and could incur substantial costs with no real improvement in security.

Some water security programs include the collection of data from water providers. Given the sensitive nature of water security information, the Authority believes that Congress should continue the explicit prohibition on the disclosure of such information under federal, state, and local public information laws. Likewise, federal, state, and local agencies must take all internal precautions to prevent the inappropriate disclosure of water system information.

Any new federal security requirements should be accompanied by federal funding assistance. Such assistance could be targeted to help utilities update existing vulnerability assessments or implement other physical security without compromising public health. Otherwise, new security requirements will amount to unfunded federal mandates on local governments at a time when water treatment facilities are facing hundreds of billions of dollars in other priority infrastructure projects.

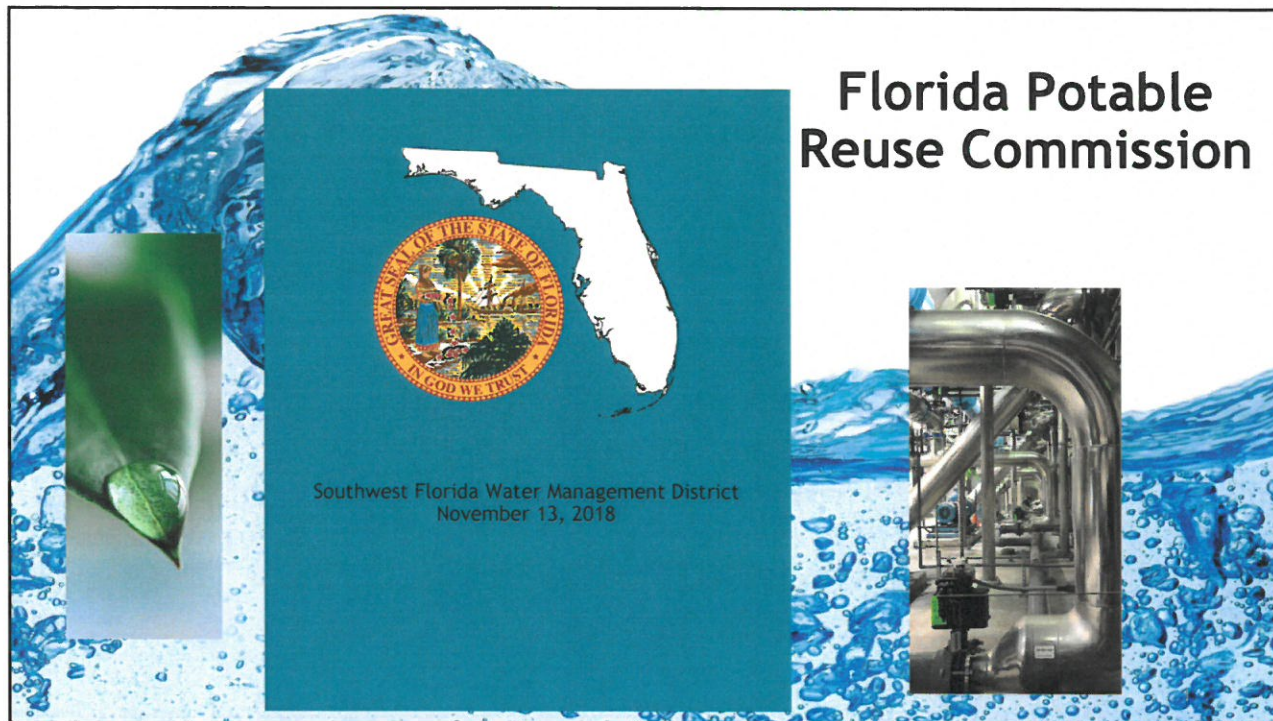
Climate Change

The Authority supports federal action to research and respond to the impacts of global climate change upon the nation's drinking water supplies. The long-term viability and sustainability of the nation's water supply is integral to a viable regional, state and national economy and therefore a comprehensive, unified, and coordinated federal research program is essential for developing decision support tools, adaptation and mitigation strategies, and for helping local utility managers access better information on the regional impacts of climate change on drinking water quality and quantity. The EPA, the National Oceanic and Atmospheric Administration, and other federal departments and agencies currently conducting climate change research must increase their efforts to develop reliable modeling systems and regional projections of freshwater quality and quantity changes and offer clear guidance on how water utilities may prepare for changing climate conditions over the next several decades.

Climate change legislation must recognize that water resources and infrastructure in much of the United States are significantly threatened by changing hydrological conditions. Therefore, increased assistance and investment are necessary to help water systems adapt to changing climate conditions and deliver uninterrupted water service to rapidly growing service populations.

Water of the United States

The EPA and the U.S. Army Corps of Engineers (Corps) published final rule defining the scope of waters protected under the Clean Water Act in 2015. In March of this year, the EPA, Department of Army and Corps issued intention to review and rescind or revise the Clean Water Rule and re-codify the regulatory text that existed prior to 2015 defining 'waters of the United States' (Federal Register; March 6, 2017). Authority staff will monitor the rulemaking and potential impact to the Authority.



Florida Potable Reuse Commission

- The Potable Reuse Commission (PRC) is a consensus-based body of stakeholders.

Mission

- Develop a **framework** for potable reuse implementation in Florida to augment future water supply and support water quality initiatives.
- Advise elected officials and regulatory agencies on statutory and regulatory challenges and present consensus based solutions.

Guiding Principles

- Consensus based effort by water professionals and a diverse stakeholder group to identify and address technical, regulatory, and implementation barriers to potable reuse in Florida.
- For the 2019 legislative session, the PRC will provide the underlying statutory framework for the implementation of potable reuse.
- The PRC will provide leadership in developing the regulatory framework for implementation of potable reuse as an alternative water supply option (right water, right time, and right place).

Florida Potable Reuse Commission Utility Organizations



SUPPORTING MEMBERS



THE FLORIDA SENATE
Tallahassee, Florida 32369-1100

COMMITTEES:
Appropriations Subcommittee on
Transportation, Tourism, and Economic
Development, Chair
Appropriations, Chair
Appropriations Subcommittee on Higher Education,
Deafblind, Rules
JOINT COMMITTEE:
Joint Legislative Budget Oversight

SENATOR WILTON SIMPSON
Majority Leader
10th District

January 23, 2018

Mr. Randy Brown, President
WaterReuse Florida
1205 NE 5th Avenue
Pompano Beach, Florida 33060

Dear Mr. Brown:
With water being the most essential natural resource here in the state of Florida, we must focus our efforts and develop thoughtful water reuse policy that can benefit our state in a multitude of ways. In turn, this will ensure that our cherished resources will be here for our children and generations to come.

As we know, reuse is one of the leading ways we can accompany Florida's future water needs while keeping our natural resources in tip top shape.

I would like to extend my support to WaterReuse Florida and its Potable Reuse Stakeholder Commission initiative. I am hopeful this will assist in making sure Florida's resources are intact for years to come.

Sincerely,


Wilton Simpson, 10th District
Florida Senate Majority Leader



Florida Potable Reuse Commission

- **WaterReuse Florida** - Lynn Spivey, City of Plant City, Chair
- **WaterReuse Florida** - Bart Weiss, Hillsborough County, Vice Chair
- **Florida Section AWWA Utility Council** - Brian Wheeler, TOHO Water Authority, Vice Chair
- **Florida Water Environment Association Utility Council** - Paul Steinbrecher, JEA, Vice Chair
- **Florida Water Environment Association Utility Council** - JoAnn Jackson, City of Altamonte Springs
- **Florida Section AWWA Utility Council** - Chuck Weber, City of Tampa
- **Florida Fruit & Vegetable Association** - Kerry Kates
- **Florida Department of Health** - Dean Bodager
- **Nature Conservancy of Florida** - Garrett Wallace
- **Associated Industries of Florida** - Jim Spratt
- **University of South Florida, College of Public Health** - Dr. Donna Petersen

Florida Potable Reuse Pilot Projects





Approach

- **Water Research Foundation**
 - Non-profit research organization - credible and scientific
 - WRF experienced in technical/scientific reviews
- **3 one-day interactive workshops**
 - Provide opportunities for stakeholder to present **questions or concerns**.
- **Approach:**
 - **Workshop #1:** WRF would provide a recommended list of **topics and options**
 - **Workshop #2:** WRF would provide a summary of recommendations based on stakeholder input and current state-of-science.
 - **Workshop #3:** Review and comment on Draft Report of recommendations.



2018 Schedule

January	February	March	April	May	June
<ul style="list-style-type: none"> • Establish PRC 	<ul style="list-style-type: none"> • Introduction • Kickoff Meeting 	<ul style="list-style-type: none"> • Existing Laws, Regulations and Policies 	<ul style="list-style-type: none"> • Workshop #1 	<ul style="list-style-type: none"> • Discussion of Topics 	<ul style="list-style-type: none"> • Discussion of Topics
July	August	September	October	November	December
<ul style="list-style-type: none"> • Workshop #2 • Discussion of Topics 	<ul style="list-style-type: none"> • Discussion of Topics 	<ul style="list-style-type: none"> • Outline of Framework Document 	<ul style="list-style-type: none"> • Draft Framework 	<ul style="list-style-type: none"> • Draft Framework 	<ul style="list-style-type: none"> • Workshop #3 • Final Framework • (If Legislation is approved, Regulations to Follow)



Deliverables

- **Proposed Legislation** - Language/Outline of Legislation to provide State Agencies the authority and direction to move forward with Potable Reuse regulations and the structure needed to implement regulations to provide potable reuse as an optional alternative water supply source.
- **Potable Reuse Framework (Regulations)** - Review of existing regulations for the identification of limitations to Potable Reuse and suggested rule changes to allow Potable Reuse.

For More Information

- <http://prc.watereuseflorida.com/>

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
December 5, 2018**

**REGULAR AGENDA
ITEM 5**

Environmental Stewardship Programs

Presenter - Mike Coates, Deputy Director

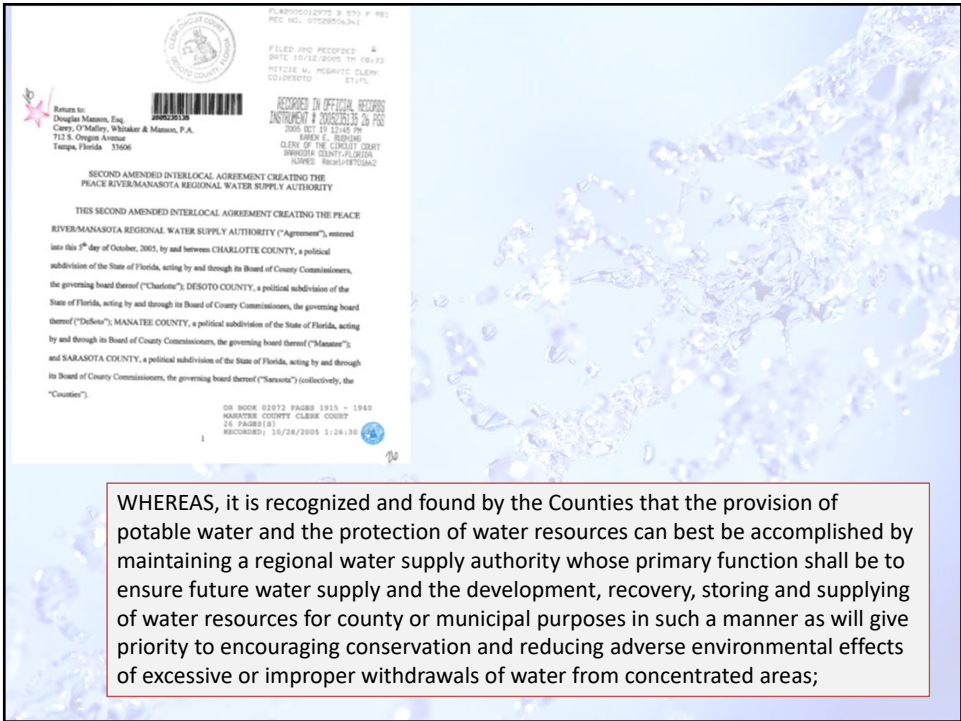
Recommended Action - **Status Report.** This item is presented for the Board's information and no action is required.

The Authority's Peace River Basin environmental stewardship efforts have been ongoing for decades. Our HydroBiological Monitoring Program (HBMP) is the longest running and most comprehensive environmental monitoring program on Peace River, continuously collecting data since 1976. The Horse Creek Stewardship Program (HCSP), which began in 2003, is a collaborative effort between the Authority and Mosaic to monitor conditions on Horse Creek to insure that mining activities in the upper reaches of the Horse Creek basin don't adversely affect the system and impair the drinking water resource. Environmental management and monitoring efforts are ongoing on RV Griffin Reserve.

Staff will make a presentation on these monitoring programs which are integral to the Authority's environmental stewardship efforts and overall management of our water supply.

Attachments:

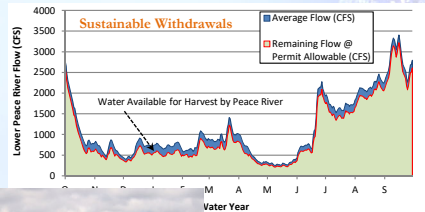
Presentation Materials



WHEREAS, it is recognized and found by the Counties that the provision of potable water and the protection of water resources can best be accomplished by maintaining a regional water supply authority whose primary function shall be to ensure future water supply and the development, recovery, storing and supplying of water resources for county or municipal purposes in such a manner as will give priority to encouraging conservation and reducing adverse environmental effects of excessive or improper withdrawals of water from concentrated areas;

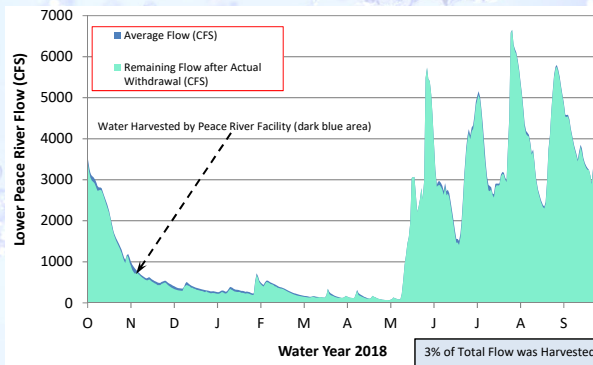
Environmental Stewardship Programs

- Sustainable Withdrawals from Peace River & Protecting the Estuary
- Peace River HydroBiological Monitoring Program
- Horse Creek Stewardship Program
- Multi-Use of RV Griffin Reserve



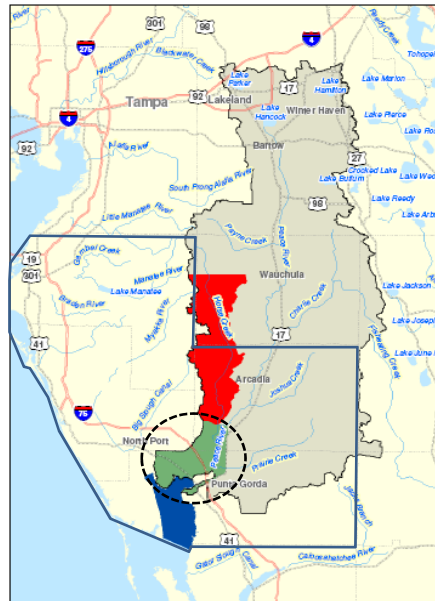
Sustainable Withdrawals from Peace River

- Based on 2010 Minimum Flow & Levels
- Ties Diversions to Upstream Flow
- Preserves Natural Flow Character
- Harvest Average 3% of Flow since FY 2011



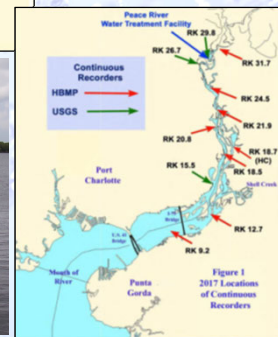
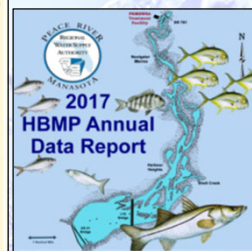
HydroBiological Monitoring Program

- Monitoring on the Lower Peace River
- In Place since 1976
- Focus on Water Quality & Biology (Phytoplankton)



HBMP

- Continuous WQ Data @ 11 Stations
- Monthly WQ Data @ 17 Stations
- Rainfall & Flow Data
- Phytoplankton
- Annual Data Reports
- 5-Year Comprehensive Reports
- Data Shared on WIN

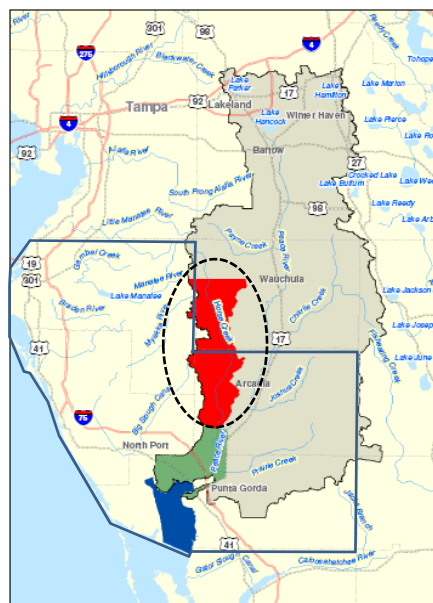


HydroBiological Monitoring Program Findings

- Peace River Facility Withdrawals have not caused Adverse Impacts on the Downstream Estuary
- Dry Season TDS Upstream of the Peace River Facility is Increasing
- Silica Concentrations are Increasing in the Peace River

Horse Creek Stewardship Program

- Result of 2003 Settlement with IMC (now Mosaic)
- In Place since 2003
- Water Quality, Flow, Biology
- Automated Alerts



RV Griffin Reserve Multi-Use

- SWFWMD Ownership – 5,820 Acres
- Authority Management for Multiple Uses
 - Environmental Preserve
 - Water Supply & Protection
 - Mitigation
 - Recreation
 - Cattle Lease



RV Griffin Reserve Multi-Use

- Reservoirs & Water Supply
- 1,100 acre Environmental Mitigation/Restoration
- Hiking & Horse Trails
- Model Airplane Club
- FWC Youth Turkey Hunt
- Cattle Lease



WHEREAS, it is recognized and found by the Counties that the provision of potable water and the protection of water resources can best be accomplished by maintaining a regional water supply authority whose primary function shall be to ensure future water supply and the development, recovery, storing and supplying of water resources for county or municipal purposes in such a manner as will give priority to encouraging conservation and reducing adverse environmental effects of excessive or improper withdrawals of water from concentrated areas;

Peace River Manasota Regional Water Supply Authority
Regional Vision for 2035



PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
December 5, 2018

REGULAR AGENDA
ITEM 6

Rate Consultant Presentation and Board Discussion

Presenter - Mike Coates, Deputy Director

Recommended Action - **Board Discussion** and staff direction no action is required.

The Authority's 5-Year CIP, and 20-Year Capital Needs Assessment identify over \$525M in new capital projects to meet regional water supply and interconnectivity needs in the next 20 years. The Authority's current capital project funding structure is examined and various funding alternatives are evaluated and presented by Stantec (the Authority's rate consultant) for Board discussion and direction.

Budget Action - None

Attachments:

Presentation Materials



Gaps/Needs

FUTURE WATER SUPPLY

- By contract (interlocal agreement) customer can pre-pay or Authority issue debt.
- Current debt service is included in Authority Base Rate Charge.
- Member utilities include Authority Base Rate Charge as operating cost.
- Member utilities charge Capacity Fee based on ERU for new water supply:
 - Equivalent Residential Unit (ERU) range 225 – 255 gpcd
 - Capacity Fee charged for new connection based on ERU
 - Capacity Fee inclusive of Authority water capacity capital cost?

REGIONAL TRANSMISSION SYSTEM PIPELINES

- By contract (interlocal agreement) customer can pre-pay or Authority issue debt.
- Current debt service is included in Base Rate Charge.
- Member utilities include Authority Base Rate Charge as operating cost.
- No methodology for purchase of capacity in existing pipeline.
- Member utilities charge Connection Fee based on ERU for new water supply:
 - Equivalent Residential Unit (ERU) range 225 – 255 gpcd
 - Connection Fee charged for new connection based on ERU
 - Connection Fee inclusive of Authority water transmission capital cost?

Water Rate Cost Elements

Base Rate Charge		Water Use Charge
Debt Costs [Allocation by Project Participation]	Fixed Costs [Pro-Rata Water Allocation]	Variable Costs [\$/Kgal Metered Use]
<ul style="list-style-type: none"> - Bond Payment - Capital Component - North Port Payment 	<ul style="list-style-type: none"> - Fixed O&M - Contribution to R&R - DeSoto Payment - Contingencies - Water Purchase - Transfer to CIP 	<ul style="list-style-type: none"> - Treatment Chemicals - Electric Power - Residual Hauling
\$11.5 M *	\$13.9 M *	\$8.7 M *

* FY 2019 Budget Values

Water Rate Cost Elements

	Base Rate Charge	Water Use Charge
Debt Costs [Allocation by Project Participation]	Fixed Costs [Pro-Rata Water Allocation]	Variable Costs [\$/Kgal Metered Use]
<ul style="list-style-type: none"> - Bond Payment - Capital Component - North Port Payment 	<ul style="list-style-type: none"> - Fixed O&M - Contribution to R&R - DeSoto Payment - Contingencies - Water Purchase - Transfer to CIP 	<ul style="list-style-type: none"> - Treatment Chemicals - Electric Power - Residual Hauling
\$11.5 M *	\$13.9 M *	\$8.7 M *

* FY 2019 Budget Values

Gaps/Needs

COMMON BENEFIT PROJECTS

- Need for definition and project types
 - Water supply at Peace River Facility
 - Any new or additional treatment capacity allocated pro-rata (per MWSC)
 - Pipeline transmission related projects
- Sustained funding
- Level rate impact

NONMEMBER PARTNERSHIP PROJECTS

- Types of projects
 - Emergency interconnect/Transition to future water supply
 - Water supply interconnect
 - How to participate
 - Authority/Municipality?
 - Member/Municipality?
 - Commonality of charges/how allocated?
 - Reserve Capacity or Ready-to-Serve fees?

**Peace River Manasota
Regional Water Supply
Authority**

Board of Directors Meeting
December 5, 2018

**Rate Study Options
Supporting CIP &
Interconnectivity**



Authority's Challenges

- **How to fund system expansion necessary to serve future growth?**
 - New Water Supply
 - Regional Transmission System Pipelines
 - Common Benefit Projects
- **How to implement Authority's Strategic Plan?**
 - Non-Member / Partnership Projects

New Water Supply Development

- **Water Supply Projects per Current 10-Yr CIP**
 - 3.50 MGD expansion with projects spanning from FY 2019 to FY 2026
 - 13.50 MGD expansion with projects starting in FY 2026

- **Water Supply System Development Fee – Example:**

Future System Expansion Capital Cost	\$ 236,555,000
Less: Grant Funding (49.95%)	\$ (118,165,000)
Eligible Future System Expansion Capital Cost	\$ 118,390,000
Million Gallons Per Day (MGD)	17.00
Level of Service (gpd)	250
Equivalent Residential Units (ERUs)	68,000
Proposed Fee per ERU	\$ 1,741

Water Supply System Development Fee: Potential Impact Upon Projected Base Rate Charges

PEACE RIVER / MANASOTA REGIONAL WATER SUPPLY AUTHORITY (FLORIDA)

Monthly Charge in Thousands:	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	Impact by FY 2028
Charlotte - Base Rate Charge	\$ 766.1	780.5	864.1	892.9	850.0	891.8	933.9	976.4	1,022.7	1,052.5	1,074.3	-5.10%
Last Plan	\$ 766.1	780.5	876.4	910.0	883.5	936.5	987.0	1,037.7	1,108.3	1,156.5	1,205.3	
Annual Change vs. Last Plan	0.00%	0.00%	-1.41%	-1.88%	-3.79%	-4.78%	-5.39%	-5.91%	-7.73%	-8.99%	-10.87%	
DeSoto - Base Rate Charge	\$ 41.0	41.6	44.4	45.6	49.4	51.1	52.9	54.5	56.3	57.6	58.5	-4.30%
Last Plan	\$ 41.0	41.6	44.9	46.3	50.9	53.2	55.3	57.3	60.2	62.3	64.5	
Annual Change vs. Last Plan	0.00%	0.00%	-1.15%	-1.55%	-3.09%	-3.87%	-4.42%	-4.95%	-6.56%	-7.63%	-9.27%	
Sarasota - Base Rate Charge	\$ 986.5	999.9	1,062.3	1,089.2	1,278.0	1,317.9	1,369.1	1,412.5	1,495.5	1,569.0	1,632.0	-4.00%
Last Plan	\$ 986.5	999.9	1,073.8	1,105.2	1,315.3	1,366.1	1,426.6	1,479.6	1,590.1	1,683.6	1,777.3	
Annual Change vs. Last Plan	0.00%	0.00%	-1.07%	-1.45%	-7.84%	-3.53%	-4.03%	-4.54%	-5.95%	-6.81%	-8.18%	
North Port - Base Rate Charge	\$ 194.3	196.9	208.8	213.8	229.6	237.2	244.6	249.7	257.2	262.6	265.2	-4.06%
Last Plan	\$ 194.3	196.9	211.0	216.9	236.5	246.2	255.3	262.1	274.5	283.3	291.2	
Annual Change vs. Last Plan	0.00%	0.00%	-1.04%	-1.40%	-2.93%	-3.65%	-4.19%	-4.73%	-6.29%	-7.32%	-8.93%	

Operating Reserve Balance	CIP Funding Requirements	Future Financing Required
Millions	Millions	Millions

Pipeline
Development

Regional Transmission System Pipelines

- Regional Transmission System Projects per Current 10-Yr CIP

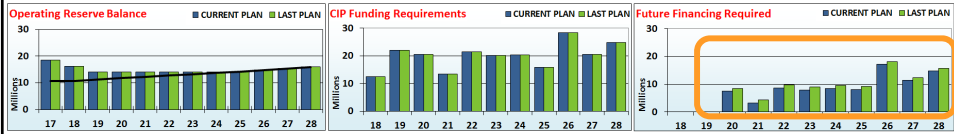
- Transmission System Development Fee – Example:

Future System Expansion Capital Cost	\$ 107,791,333
Less: Grant Funding (48.54%)	\$ (52,320,667)
Eligible Future System Expansion Capital Cost	\$ 55,470,667
Million Gallons Per Day (MGD)	64.90
Level of Service (gpd)	250
Equivalent Residential Units (ERUs)	259,600
Proposed Fee per ERU	\$ 214

Transmission System Development Fee: Potential Impact Upon Projected Base Rate Charges

PEACE RIVER / MANASOTA REGIONAL WATER SUPPLY AUTHORITY (FLORIDA)

Monthly Charge in Thousands:	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	Impact by FY 2028
Charlotte - Base Rate Charge	\$ 766.1	780.5	869.8	899.9	867.7	916.0	966.2	1,016.3	1,086.4	1,134.1	1,182.5	-1.53%
Last Plan	\$ 766.1	780.5	876.4	910.0	883.5	936.5	987.0	1,037.7	1,108.3	1,156.5	1,205.3	
Annual Change vs. Last Plan	0.00%	0.00%	-0.76%	-1.12%	-1.79%	-2.19%	-2.11%	-2.06%	-1.98%	-1.94%	-1.89%	
DeSoto - Base Rate Charge	\$ 41.0	41.6	44.9	46.2	50.5	52.5	54.6	56.6	59.5	61.6	63.7	-0.84%
Last Plan	\$ 41.0	41.6	44.9	46.3	50.9	53.2	55.3	57.3	60.2	62.3	64.5	
Annual Change vs. Last Plan	0.00%	0.00%	0.00%	-0.32%	-0.84%	-1.18%	-1.20%	-1.24%	-1.23%	-1.23%	-1.22%	
Sarasota - Base Rate Charge	\$ 986.5	999.9	1,073.8	1,101.9	1,304.9	1,351.3	1,402.4	1,446.1	1,548.4	1,633.7	1,719.1	-1.59%
Last Plan	\$ 986.5	999.9	1,073.8	1,105.2	1,315.3	1,366.1	1,426.6	1,479.6	1,590.1	1,683.6	1,777.3	
Annual Change vs. Last Plan	0.00%	0.00%	0.00%	-0.30%	-0.79%	-1.08%	-1.69%	-2.77%	-2.62%	-2.97%	-3.28%	
North Port - Base Rate Charge	\$ 194.3	196.9	211.0	216.3	234.6	243.4	252.3	258.9	271.2	279.9	287.7	-0.81%
Last Plan	\$ 194.3	196.9	211.0	216.9	236.5	246.2	255.3	262.1	274.5	283.3	291.2	
Annual Change vs. Last Plan	0.00%	0.00%	0.00%	-0.29%	-0.81%	-1.11%	-1.15%	-1.20%	-1.20%	-1.20%	-1.20%	



Common Benefit Projects

Common Benefit Projects

- **Authority's Current Funding Practice:**
 - Include within larger expansion projects; or
 - Board approved transfers from R&R account and/or Operating Fund
 - Allocated based upon member supply allocations:

Charlotte County	46.40%
DeSoto County	1.95%
Sarasota County	43.40%
North Port	8.26%
Manatee County	0.00%
 - Example: Facilities Improvements – Maintenance Warehouse
- **Seeking Policy for Sustained Funding Source**

Non-Member / Partnership Projects

- **Authority's Current Funding Practice:**
 - Case-by-Case Basis
 - Example: City of Punta Gorda Interconnect
- **Seeking Policy for Strategic Plan Implementation**
 - Contractual arrangements for emergency interconnect
 - Agreement with Authority; or
 - Agreement directly with Members (Bypassing Authority)
 - Stand-By Fee
 - Non-Debt Fixed Costs
 - Existing Debt Service Costs

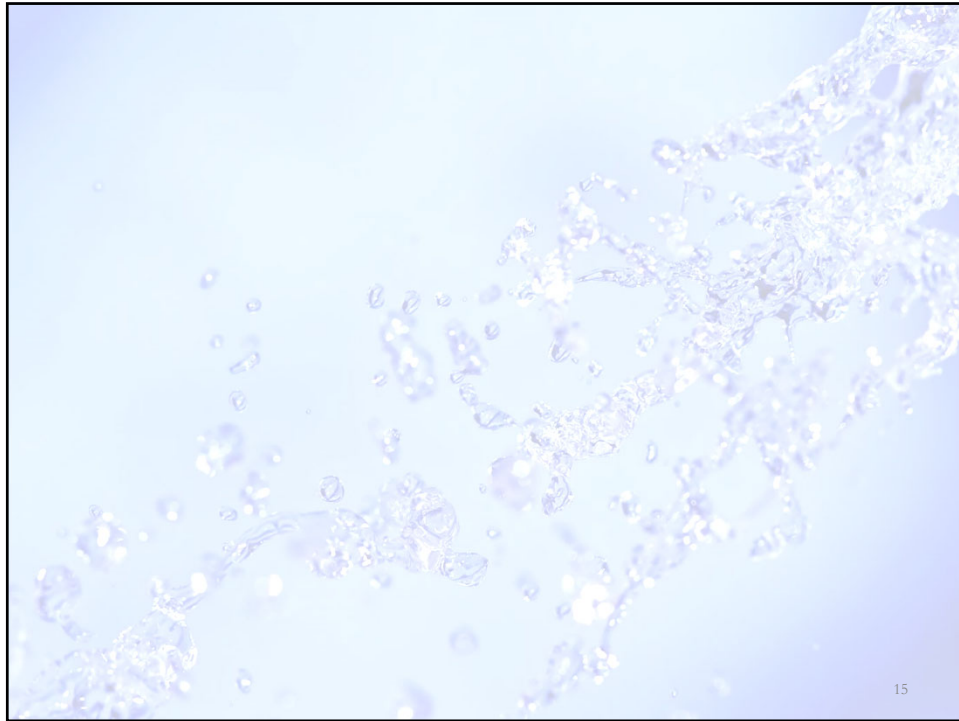
Non-Member / Partnership Projects

- **Stand-By Fee – Example:**

<u>Stand-By Fee per Kgal - Non-Debt</u>	
FY 2020 Projected Non-Debt Fixed Costs	\$ 12,691,689
Total System Capacity	34.70
Stand-By Fee per Kgal - Non-Debt:	\$ 1.00
<u>Stand-By Fee per Kgal - Debt</u>	
FY 2020 Projected Debt Service Costs	\$ 10,151,325
Total System Capacity	34.70
Stand-By Fee per Kgal - Debt:	\$ 0.80
<u>Assuming 12" Interconnect:</u>	
FY 2020 Projected Revenue Offset:	\$ (35,384)
Charlotte County	\$ (16,417)
DeSoto County	\$ (688)
Sarasota County	\$ (15,357)
North Port	\$ (2,921)
Manatee County	\$ -

Fees then scaled by meter size of interconnect using industry accepted AWWA equivalency factors and assuming a level of service standard of 250 gallons per day.

A 12" interconnect would yield annual revenues of \$35,384, offsetting projected Base Rate Charges in proportion to member supply allocations.



Next Steps

COORDINATE WITH MEMBERS ON AUTHORITY CIP FUNDING

- Coordinate with Members' Rate Consultants
 - Authority water supply capital cost included in Capacity Fee calculation?
 - Authority transmission capital cost included in Connection Fee calculation?
- Benefit to Members' to use fees vs. Authority costs as an operating cost to their customers?

'COMMON BENEFIT PROJECTS'

- Define types of projects
- Sustained funding
- Level rate impact

NONMEMBER PARTNERSHIP PROJECTS

- Identify types of projects
 - Emergency Interconnect/Transition to future water supply
 - Water supply interconnect
 - How to participate
 - Authority/Municipality?
 - Member/Municipality?
 - Commonality of charges/how allocated?
 - Reserve Capacity or Ready-to-Serve fees?

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
December 5, 2018

GENERAL COUNSEL'S REPORT
[AMENDED 12/03/18]

Presenter -

Douglas Manson, General Counsel

Recommended Action -

Motion to schedule Special Board Meeting to consider the proposed 'Peace River Cooperation Agreement' settlement with Polk Regional Water Cooperative, et al for December 19, 2018 @ 9:30 a.m. at the Southwest Florida Water Management District Sarasota Service Office, 6750 Fruitville Road, Sarasota, Florida.

***PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
December 5, 2018***

EXECUTIVE DIRECTOR'S REPORT

Presenter -

Patrick Lehman, Executive Director

Recommended Action -

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

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
December 5, 2018

CHAIRMAN'S REPORT

Presenter -

Commissioner Alan Maio, Chairman

Recommended Action -

Motion to approve Amendment to Employment Agreement for Executive Director effective October 1, 2018.

Authority policy provides that the chairman shall review the evaluation forms completed and submitted by each Board member and develop any appropriate recommendations which shall be presented for consideration by the Board. All Board members' performance evaluations were presented at the last Board meeting and all were favorable of the Executive Director's performance.

Attachments:

Commissioner Maio's letter of recommendation.

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

Hon. Priscilla Trace
Manatee County

Hon. Ken Doherty
Charlotte County

Hon. Elton A. Langford
DeSoto County

Hon. Alan Maio
Sarasota County

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

November 30, 2018

To: Board of Directors

The Employment Agreement for Patrick Lehman, Executive Director (June 4, 2003) is a continuing agreement. The agreement provides “Employer agrees to increase said salary of the employee as the Board may determine that is desirable to do so on the basis of an annual review to be completed by September of each year of said employee.” All Board members have reviewed Mr. Lehman and all were favorable.

The Archer Company has conducted a salary survey market analysis for the position of Executive Director (October 31, 2018). Their recommendation, taking into consideration Mr. Lehman’s longevity in the position of 21+ years, is to pay as near the midpoint (\$177,862) as possible.

Mr. Lehman’s current annual salary is \$148,200, significantly below the recommended midpoint. Factors causing the variance compressing Mr. Lehman’s salary are:

- No raises were issued from 2009 – 2012 due to the recession, and
- Salary increases since 2012 have resulted in an annual average increase of 1.6% over the past 10 years.

Reviewing the Board members’ evaluations, The Archer Company memorandum and meeting with Mr. Lehman, I recommend the following amendment to Mr. Lehman’s Employment Agreement.

- One time ‘catch up’ in annual salary of \$12,000,
- Conversion of car allowance to salary, and
- Provides a one-time overall 7.5% net increase in salary (annual average increase of 2.5% over the past 10 years) that remains below the recommended midpoint, but amenable to Mr. Lehman.

	Current	Recommended Salary
Current Salary	\$148,200	\$148,200
Car Allowance	\$12,000	\$0
One-Time Catch-Up		\$12,000
Conversion of Car Allowance to Salary		\$12,000
Net Salary	\$160,200	\$172,200

Yours Truly,



Alan Maio
Chairman, Peace River Manasota Regional Water Supply Authority

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
 EXECUTIVE DIRECTOR EVALUATION
 October 3, 2018

Director	Communication	Leadership	Integrity and Professionalism	Organizational and Project Oversight	Intergovernmental Relations/ Oversight with Others	Budget Planning and Oversight	Judgement and Decision Making	Total	Average
Alan Maio	5	5	5	5	5	5	5	35	5
Elton Langford	5	5	5	5.0	5	5	5	35	5
Ken Doherty	4	4.5	5	4.5	4.5	4.5	4.5	31.5	4.5
Pricilla Trace	4	4	4.0	4.0	3	4.0	4.0	27	3.9
Average	4.5	4.6	4.8	4.6	4.4	4.6	4.6	32	4.6

Rating Scale:

- 5 Excellent
- 4 Good
- 3 Satisfactory
- 2 Fair
- 0-1 Unsatisfactory



Memorandum

October 31, 2018

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

Dear Ms. Lee,

We have conducted a salary survey market analysis for the position of Executive Director as requested by the Peace River Manasota Regional Water Supply Authority. Our findings and recommendation are shown below. The pay range below is based on the competition in your area and a spread of 55%. We recommend paying as near the midpoint as possible in the pay range below.

Minimum	Midpoint	Maximum
\$139,500	\$177,862	\$216,224

The recommendation above summarizes the overall average of both the salaries of County Administrators/Managers/Coordinators from the local counties (\$194,634) and the surrounding Water Authorities/Coops (\$161,089). The straight average of the survey participants is \$182,055 which would give greater weight to county administrators' salaries. The survey included the counties of Hillsborough, Charlotte, DeSoto, Manatee, and Sarasota. The Water Authorities included Tampa Bay and Toho (Tohopekaliga) plus the Polk Regional Water Coop.

Please advise if further information is desired.

Kind regards,

Rita Archer

Rita K. Archer, MBA
Senior HR Consultant
The Archer Company, LLC

***PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
December 5, 2018***

**ROUTINE STATUS REPORTS
ITEM 1**

Hydrologic Conditions Report

MEMORANDUM

Project: Hydrologic Conditions Report

Date: December 5, 2018

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 November 2018, and the preceding 12-month period.

Rainfall Conditions & Projections

Rainfall in the Peace River Basin for the past 12-months is 0.3 inch below-normal. This data covers the 12-months through November 18th (see Table 1). Rainfall for November 2018 (through 11/18) totaled 1.66 inches while the historical average rainfall for the full month of November is 1.73 inches.

Region-wide rainfall conditions reported by SWFWMD for the 12-month period ending October 2018 are shown in Figure 1 (this is most up-to-date map available). Conditions shown for the Authority's 4-county service area on Figure 1 generally indicate below normal rainfall conditions in the coastal region and near normal conditions inland.

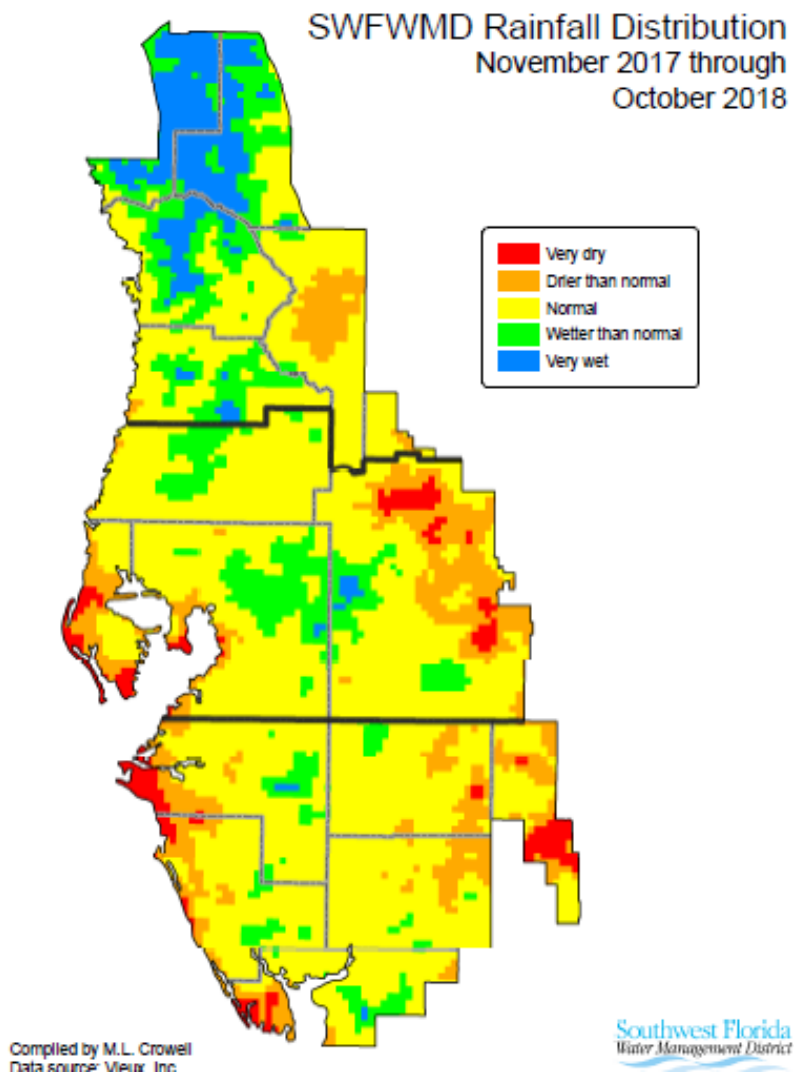
Projections for the next three months (December - February) from NOAA are for above-normal temperatures and above-normal rainfall for southwest Florida. The NOAA extended forecast is for development of weak El Nino conditions through winter and spring 2019. El Nino typically brings cooler wetter winters to the Florida peninsula.

Table 1 (Peace River Basin Rainfall - Inches)

Item	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov (1)	Total
Long-Term Avg.	1.87	2.14	2.56	2.96	2.56	3.89	8.31	8.01	7.61	7.31	3.19	1.73	52.1
Actual Past 12 Months	1.0	2.10	0.93	1.30	2.70	11.3	9.00	10.8	5.80	4.10	1.10	1.66	51.8
Difference	-0.87	-0.04	-1.63	-1.66	0.14	7.41	0.69	2.79	-1.81	-3.21	-2.09	-0.07	-0.30

(1) Rainfall 11/01 through 11/18

Figure 1 (SWFWMD Rainfall Conditions Map)



River Flow Conditions

The locations of two U.S. Geological Survey gages, one in the upper portion of the basin and one in the lower portion are shown in Figure 2, and flow conditions at these gages are discussed below:

November 2018 flow in the “Peace River at Fort Meade” (upper part of the watershed) was near historical normal levels (see Figure 3). The “Peace River at Arcadia” gage (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. Flow at the “Peace River at Arcadia” gage (lower part of the watershed) was also near its historical average in November (see Figure 4).

Figure 2 (Peace River Basin showing selected gage locations and Location of PRF)

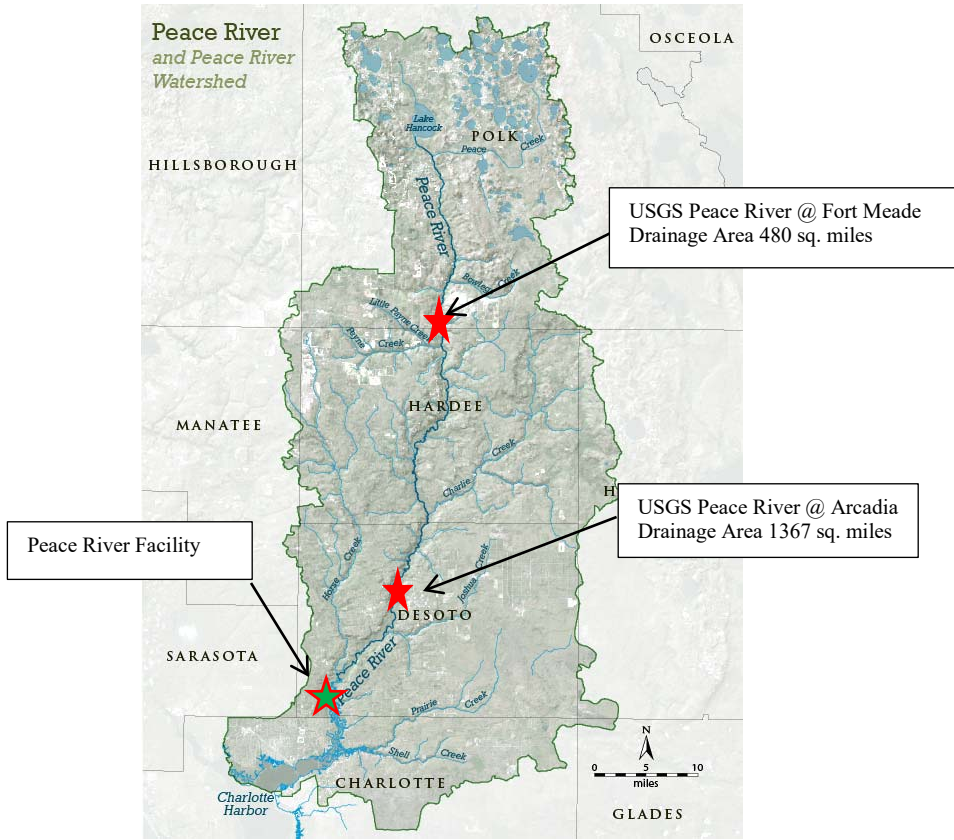


Figure 3 (Peace River Flow @ Fort Meade)

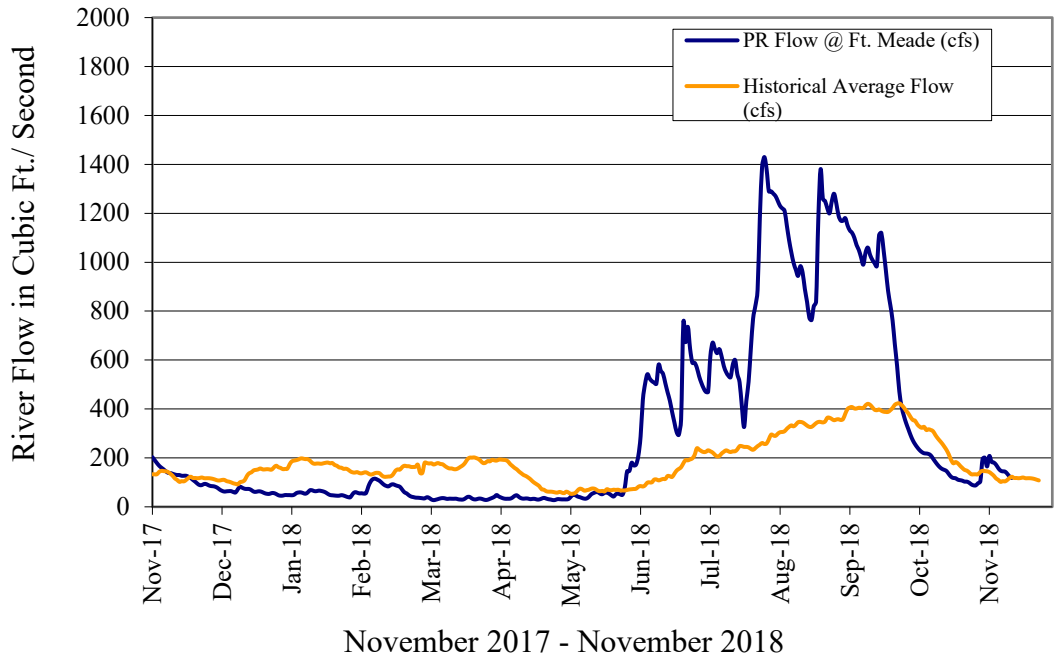
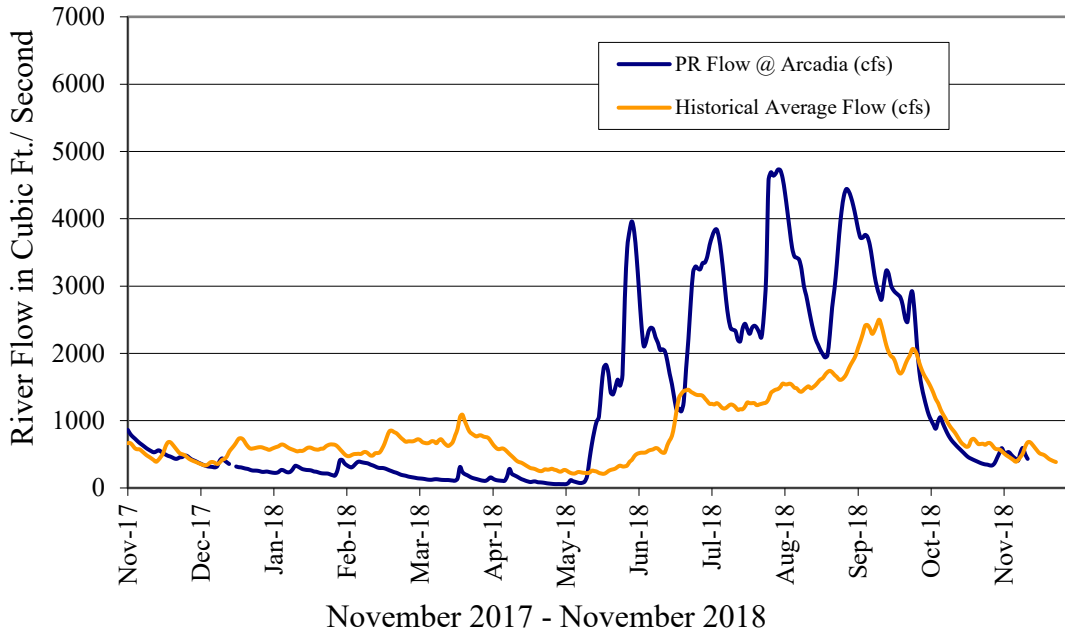


Figure 4 (Peace River Flow @ Arcadia)



River Withdrawals, Finished Water Production & Demand

Water withdrawals from the Peace River in October and November were limited by the near-full raw water storage conditions. Average withdrawals of near 40 MGD (both months) were adequate to maintain the full raw water storage condition in the reservoir system.

Figure 5 (Withdrawals from Peace River)

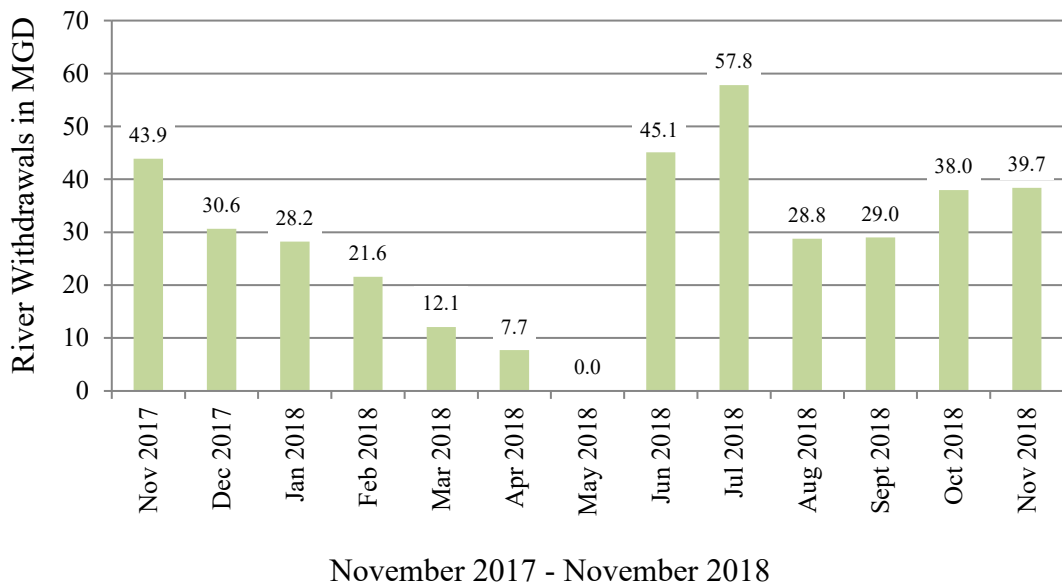
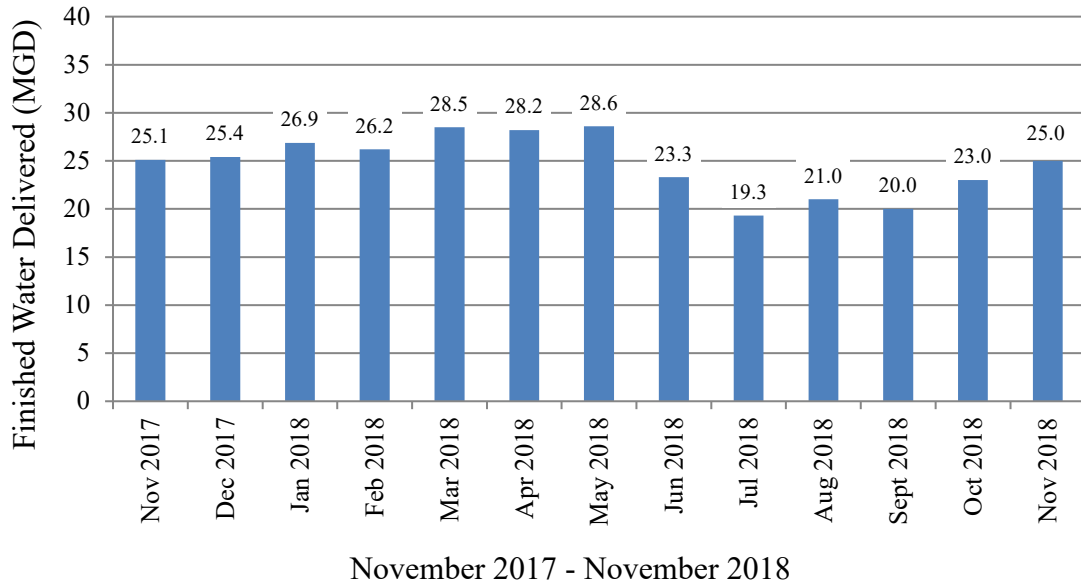


Figure 6 shows monthly finished water deliveries to Customers for the 12-month period ending mid-November 2018. Finished water delivery to Customers during November averaged about 25 MGD. This is about the same as deliveries in November 2017. Seasonal exchange with Punta Gorda is ongoing – with Regional System deliveries to the City.

Figure 6 (Peace River Facility Deliveries to Customers)



Stored Supplies at the PRF

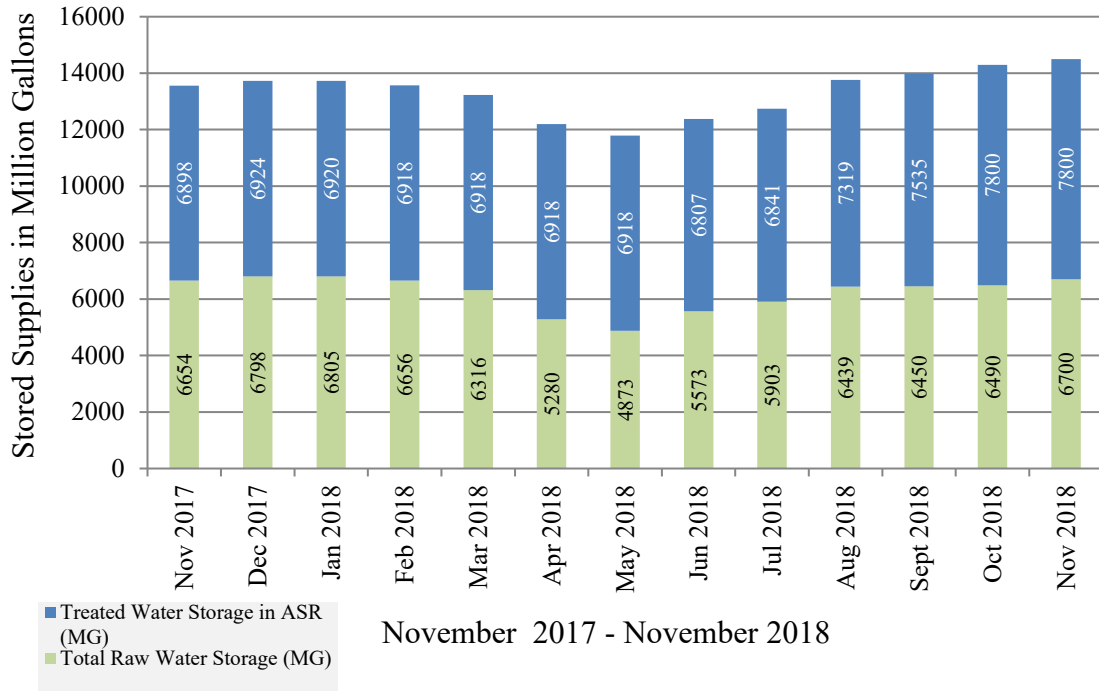
The Authority maintains two large capacity off-stream storage systems at the PRF. The primary storage is raw river water stored in Reservoir No. 1 and No. 2. When flow in the River is high enough, a small percentage of that flow is harvested at the Authority’s pumping facility on the Peace River and 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. The maximum raw water storage capacity in November is 6.75 BG. **Raw water stored as of mid-November 2018 totaled about 6.7 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 was approximately 6.3 BG, however a much greater volume can be stored in this system. Because this supply must be fully treated to drinking water standards 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. The ASR system is currently “in storage” which means that water is not presently being injected or recovered from the system. Water recovered from ASR is discharged to the surface reservoir system and undergoes full treatment again with the rest of the raw-water stream before delivery to

Authority Customers. **Treated water stored in ASR as of mid-November 2018 totaled 7.8 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 mid-November 2018 was about 14.5 BG.** This is about 1.1 BG more than the water in storage as of November 2017.

Figure 8 (Stored Water Supplies)



***PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
December 5, 2018***

**ROUTINE STATUS REPORTS
ITEM 2**

Check Registers for September and October 2018

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
CHECK REGISTER: SEPTEMBER & OCTOBER 2018**

Bank Code: PUBLIC FUNDS INTEREST CHECKING (PNC)

Date	Document Number	Payee Name / Description	Amount
09/07/2018	37608	ALL FLORIDA WATER-TAMPA	\$ 211.58
09/07/2018	37609	AMAZON	\$ 505.00
09/07/2018	37610	ANIXTER INC.	\$ 2,037.36
09/07/2018	37611	AWWA	\$ 230.00
09/07/2018	37612	CED - Port Charlotte	\$ 973.62
09/07/2018	37613	CH2M HILL ENGINEERS INC.	\$ 27,630.00
09/07/2018	37614	CHARLOTTE COUNTY BD OF COMMISSIONER	\$ 84,303.90
09/07/2018	37615	CINTAS	\$ 441.42
09/07/2018	37616	DESOTO AUTOMOTIVE ENTERPRISES INC	\$ 851.61
09/07/2018	37617	Fisher Scientific	\$ 545.69
09/07/2018	37618	FLORIDA DEPARTMENT OF STATE	\$ 10.36
09/07/2018	37619	FLORIDA VALVE & EQUIPMENT, LLC	\$ 35,039.00
09/07/2018	37620	GRAINGER	\$ 109.12
09/07/2018	37621	GRAYBAR	\$ 493.17
09/07/2018	37622	HOME DEPOT	\$ 35.66
09/07/2018	37623	JAN-PRO OF MANASOTA	\$ 249.00
09/07/2018	37624	MANATEE COUNTY SHERIFF	\$ 5.00
09/07/2018	37625	McCABE & ASSOCIATES	\$ 2,600.00
09/07/2018	37626	MSC INDUSTRIAL SUPPLY CO.	\$ 2,188.33
09/07/2018	37628	SMITH RANCH & GARDEN, INC.	\$ 599.20
09/07/2018	37629	Southern Cross Contracting	\$ 4,980.30
09/07/2018	37630	SPECIALTY PARTS	\$ 452.16
09/07/2018	37631	SUPER T	\$ 1,897.26
09/07/2018	37632	TRACTOR SUPPLY COMPANY CREDIT PLAN	\$ 182.44
09/07/2018	37633	U.S. BANK EQUIPMENT FINANCE	\$ 1,052.67
09/13/2018		QuickBooks Payroll Service	\$ 81,471.94
09/14/2018	ACH922	AA ELECTRIC SE INC.	\$ 2,805.84
09/14/2018	ACH923	AIR CENTERS-FLORIDA	\$ 8,881.76
09/14/2018	ACH924	AIRGAS SPECIALTY PRODUCTS	\$ 2,837.94
09/14/2018	ACH925	ALFA LAVAL INC.	\$ 3,444.07
09/14/2018	ACH926	ALLIED ELECTRONICS, INC.	\$ 1,294.63
09/14/2018	ACH927	ALLIED UNIVERSAL CORP.	\$ 18,610.95
09/14/2018	ACH928	Asphalt Sealers, INC	\$ 19,496.00
09/14/2018	ACH929	Bearings and Drives, Technologies Inc	\$ 2,631.12
09/14/2018	ACH930	BENCHMARK ENVIROANALYTICAL INC	\$ 1,119.80
09/14/2018	ACH931	BLUSITE SOLUTIONS OF SOUTHWEST FLORIDA	\$ 269.25
09/14/2018	ACH932	Brenntag Mid-South Inc	\$ 58,492.02
09/14/2018	ACH934	Chemtrade Chemicals US LLC	\$ 55,935.27
09/14/2018	ACH935	CINTAS FIRE 636525	\$ 117.00
09/14/2018	ACH936	CORONADO LAWN SERVICE OF FL	\$ 8,047.50
09/14/2018	ACH937	CRUMPTON WELDING SUPPLY	\$ 76.20
09/14/2018	ACH938	DIANE R. SALZ	\$ 3,750.00
09/14/2018	ACH939	DILLER-BROWN & ASSOC. INC.	\$ 1,552.00
09/14/2018	ACH940	EARTH BALANCE	\$ 19,016.50
09/14/2018	ACH941	FEDERAL EXPRESS	\$ 24.68
09/14/2018	ACH942	Fortiline Waterworks	\$ 3,585.56
09/14/2018	ACH943	FRONTIER COMMUNICATIONS	\$ 218.98
09/14/2018	ACH944	Hach Company	\$ 3,124.69
09/14/2018	ACH945	HALFACRE CONSTRUCTION COMPANY	\$ 8,521.00
09/14/2018	ACH946	Haskins Inc.	\$ 64,256.80
09/14/2018	ACH947	HVMI, LLC	\$ 14,192.80
09/14/2018	ACH948	J. H. HAM ENGINEERING INC.	\$ 24,118.94
09/14/2018	ACH949	Jacobi Carbons Inc	\$ 128,172.60
09/14/2018	ACH950	JANICKI ENVIRONMENTAL, INC.	\$ 9,810.00
09/14/2018	ACH951	KEETON'S OFFICE & ART SUPPLY	\$ 989.06
09/14/2018	ACH952	M&M CONTRACTORS INC.	\$ 10,112.16
09/14/2018	ACH953	PRO-CHEM INC.	\$ 734.60
09/14/2018	ACH954	SUNSHINE ACE HARDWARE	\$ 255.34
09/14/2018	ACH955	TRANSCAT, INC.	\$ 1,474.80
09/14/2018	ACH956	TRULY NOLEN BRANCH 079	\$ 258.00

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
CHECK REGISTER: SEPTEMBER & OCTOBER 2018**

Bank Code: PUBLIC FUNDS INTEREST CHECKING (PNC)

Date	Document Number	Payee Name / Description	Amount
09/14/2018	ACH957	UPS	\$ 139.89
09/14/2018	ACH958	VANASSE HANGEN BRUSTLIN, INC	\$ 9,698.50
09/14/2018	ACH959	VOYAGER FLEET SYSTEMS, INC.	\$ 2,676.76
09/14/2018	DBT091418	United States Treasury	\$ 26,033.44
09/14/2018	DBT91418	Valic	\$ 6,846.80
09/14/2018	ADBT091418	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 1,163.83
09/21/2018	ADBT71718	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 170.77
09/21/2018	ADBT92118	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 66.46
09/21/2018	37634	AMAZON	\$ 2,381.72
09/21/2018	37635	ANIXTER INC.	\$ 600.00
09/21/2018	37636	BILL'S BOTTLED WATER SERVI CE	\$ 27.00
09/21/2018	37637	CENTURYLINK	\$ 1,948.52
09/21/2018	37638	Certain Services INC	\$ 95.00
09/21/2018	37639	CH2M HILL ENGINEERS INC.	\$ 26,250.17
09/21/2018	37640	CHARLOTTE COUNTY BCC - LANDFILL	\$ 4,293.45
09/21/2018	37641	D. M. CONSTRUCTION CORP.	\$ 10,662.07
09/21/2018	37642	Fin. & Accg Officer, Jacksonville Distr.	\$ 10.00
09/21/2018	37643	Fisher Scientific	\$ 32.31
09/21/2018	37644	GOODYEAR AUTO SERVICE CENTER	\$ 151.45
09/21/2018	37645	GRAINGER	\$ 205.96
09/21/2018	37646	HOME DEPOT	\$ 19.97
09/21/2018	37647	KED GROUP INC.	\$ 13,552.00
09/21/2018	37648	KONE Inc	\$ 1,626.48
09/21/2018	37649	RANCH PROPERTY HOLDINGS LLC	\$ 12,555.00
09/21/2018	37650	REXEL	\$ 1,695.00
09/21/2018	37651	Servicewear Apparel, Inc.	\$ 3,078.08
09/21/2018	37652	TRACTOR SUPPLY COMPANY CREDIT PLAN	\$ 60.81
09/21/2018	37653	UNITED STATES GEOLOGICAL SURVEY	\$ 7,280.00
09/21/2018	37654	VERIZON WIRELESS	\$ 17.16
09/21/2018	37655	Winzer Corporation	\$ 1,000.09
09/21/2018	37656	WOMACK SANITATION INC.	\$ 298.00
09/24/2018	Auto92418	PNC Bank	\$ 3,528.45
09/27/2018		QuickBooks Payroll Service	\$ 79,239.04
09/28/2018	ACH960	AA ELECTRIC SE INC.	\$ 570.76
09/28/2018	ACH961	ADVANTAGE CARE INC.	\$ 40.00
09/28/2018	ACH962	Air Mechanical & Service Corp.	\$ 4,262.00
09/28/2018	ACH963	AIRGAS USA, LLC	\$ 47.81
09/28/2018	ACH964	ALLIED UNIVERSAL CORP.	\$ 11,655.53
09/28/2018	ACH965	BENCHMARK ENVIROANALYTICAL INC	\$ 211.79
09/28/2018	ACH966	Brenntag Mid-South Inc	\$ 21,911.94
09/28/2018	ACH967	CHARLOTTE COUNTY UTILITIES	\$ 164,694.80
09/28/2018	ACH968	Chemtrade Chemicals US LLC	\$ 65,998.59
09/28/2018	ACH969	CHRISTOPHER M ROGERS	\$ 812.88
09/28/2018	ACH970	DESOTO COUNTY (V)	\$ 66,333.37
09/28/2018	ACH971	E.F. GAINES SURVEYING SERVICES, INC	\$ 10,800.00
09/28/2018	ACH972	EARTH BALANCE	\$ 10,742.25
09/28/2018	ACH973	ENVIRONMENTAL EXPRESS INC.	\$ 247.87
09/28/2018	ACH974	FEDERAL EXPRESS	\$ 25.94
09/28/2018	ACH975	Hach Company	\$ 908.68
09/28/2018	ACH976	HALFACRE CONSTRUCTION COMPANY	\$ 89,864.74
09/28/2018	ACH977	HVMI, LLC	\$ 22,416.35
09/28/2018	ACH978	Jacobi Carbons Inc	\$ 61,510.20
09/28/2018	ACH979	JAN-PRO CLEANING SYSTEMS OF SW FLORIDA	\$ 495.00
09/28/2018	ACH980	KEETON'S OFFICE & ART SUPPLY	\$ 877.51
09/28/2018	ACH981	KEVIN MORRIS	\$ 905.72
09/28/2018	ACH982	PMC ENGINEERING LLC	\$ 1,550.97
09/28/2018	ACH983	STANTEC CONSULTING SERVICES	\$ 3,127.50
09/28/2018	ACH984	SUNSHINE ACE HARDWARE	\$ 26.99
09/28/2018	ACH985	SUNSHINE STATE ONE CALL OF FL, INC.	\$ 49.01
09/28/2018	ACH986	TSHEETS.COM, LLC	\$ 2,448.00
09/28/2018	ACH987	UPS	\$ 16.06
09/28/2018	ACH988	VANASSE HANGEN BRUSTLIN, INC	\$ 6,530.00
09/28/2018	Adbt092818	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 1,230.29
09/28/2018	Dbt092818	United States Treasury	\$ 25,135.28
09/28/2018	Dbt92818	Valic	\$ 6,522.58
09/28/2018	DBT92818	FLORIDA DIVISION OF RETIREMENT	\$ 28,326.01

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
CHECK REGISTER: SEPTEMBER & OCTOBER 2018**

Bank Code: PUBLIC FUNDS INTEREST CHECKING (PNC)

Date	Document Number	Payee Name / Description	Amount
09/30/2018			\$ 312.08
10/04/2018	37657	ALL FLORIDA WATER-TAMPA	\$ 211.58
10/04/2018	37658	Apple Video & Photography Studio	\$ 1,495.00
10/04/2018	37659	CED - Port Charlotte	\$ 646.53
10/04/2018	37660	Chapman & Associates, Inc	\$ 1,000.00
10/04/2018	37661	CHARLOTTE COUNTY BD OF COMMISSIONER	\$ 90,122.53
10/04/2018	37662	CINTAS	\$ 199.39
10/04/2018	37663	DESOTO AUTOMOTIVE ENTERPRISES INC	\$ 330.10
10/04/2018	37664	DMS-FINANCIAL MGMT SERVICES	\$ 299.37
10/04/2018	37665	EUROFINS EATON ANALYTICAL, LLC	\$ 1,263.00
10/04/2018	37666	Fisher Scientific	\$ 2,365.41
10/04/2018	37667	FLORIDA POWER & LIGHT COMPANY	\$ 125,367.96
10/04/2018	37668	FW&PCOA	\$ 960.00
10/04/2018	37669	HOME DEPOT	\$ 344.02
10/04/2018	37670	JAN-PRO OF MANASOTA	\$ 249.00
10/04/2018	37671	LOBBYTOOLS, INC.	\$ 3,925.00
10/04/2018	37672	MAILFINANCE	\$ 299.61
10/04/2018	37673	MSC INDUSTRIAL SUPPLY CO.	\$ 176.94
10/04/2018	37674	QUALITY STARTER & ALT SER INC.	\$ 365.80
10/04/2018	37675	ROGERS PETROLEUM, INC.	\$ 478.06
10/04/2018	37676	SARASOTA HERALD TRIBUNE	\$ 407.00
10/04/2018	37677	SARASOTA TROPHY & AWARDS INC.	\$ 20.00
10/04/2018	37678	Servicewear Apparel, Inc.	\$ 41.97
10/04/2018	37679	SHIPPING POST	\$ 26.53
10/04/2018	37680	THE SUN	\$ 254.54
10/04/2018	37681	TRACTOR SUPPLY COMPANY CREDIT PLAN	\$ 49.89
10/04/2018	37682	HIME PHOTOGRAPHY	\$ 810.00
10/11/2018		QuickBooks Payroll Service	\$ 79,185.78
10/12/2018	ACH989	AA ELECTRIC SE INC.	\$ 570.76
10/12/2018	ACH990	Air Mechanical & Service Corp.	\$ 4,605.63
10/12/2018	ACH991	AIRGAS SPECIALTY PRODUCTS	\$ 3,007.07
10/12/2018	ACH992	ALL AMERICAN CONTAINERS-MIAMI	\$ 307.71
10/12/2018	ACH993	ALLIED ELECTRONICS, INC.	\$ 598.45
10/12/2018	ACH994	ALLIED UNIVERSAL CORP.	\$ 13,944.07
10/12/2018	ACH995	ATKINS NORTH AMERICA, INC.	\$ 4,578.72
10/12/2018	ACH996	BENCHMARK ENVIROANALYTICAL INC	\$ 2,033.87
10/12/2018	ACH997	BENTLEY SYSTEMS, INCORPORATED	\$ 851.00
10/12/2018	ACH998	BLUSITE SOLUTIONS OF SOUTHWEST FLORIDA	\$ 269.25
10/12/2018	ACH999	Brenntag Mid-South Inc	\$ 58,523.61
10/12/2018	ACH1000	Chemtrade Chemicals US LLC	\$ 41,969.43
10/12/2018	ACH1001	CORONADO LAWN SERVICE OF FL	\$ 5,990.00
10/12/2018	ACH1002	DIANE R. SALZ	\$ 3,750.00
10/12/2018	ACH1003	Entech	\$ 15,086.00
10/12/2018	ACH1004	ENVIRONMENTAL PR GROUP	\$ 26,902.00
10/12/2018	ACH1005	ERPORTAL SOFTWARE, INC.	\$ 550.00
10/12/2018	ACH1006	FEDERAL EXPRESS	\$ 25.94
10/12/2018	ACH1007	FEI-FT.MYERS WATERWORKS #127	\$ 386.26
10/12/2018	ACH1008	FRONTIER COMMUNICATIONS	\$ 218.98
10/12/2018	ACH1009	Hach Company	\$ 1,308.91
10/12/2018	ACH1010	HALFACRE CONSTRUCTION COMPANY	\$ 153,905.39
10/12/2018	ACH1011	Hudson Pump	\$ 8,766.60
10/12/2018	SCH1012	Industrial Painting Solutions, Inc.	\$ 16,167.00
10/12/2018	ACH1013	J. H. HAM ENGINEERING INC.	\$ 9,518.25
10/12/2018	ACH1014	Jacobi Carbons Inc	\$ 91,530.60
10/12/2018	ACH1015	JANICKI ENVIRONMENTAL, INC.	\$ 9,532.00
10/12/2018	ACH1016	KEETON'S OFFICE & ART SUPPLY	\$ 399.44
10/12/2018	ACH1017	M&M CONTRACTORS INC.	\$ 3,370.72
10/12/2018	ACH1018	MANSON BOLVES DONALDSON VARN, P.A.	\$ 101,291.00
10/12/2018	ACH1019	NATIONAL BUSINESS FURNITURE, LLC	\$ 2,353.00
10/12/2018	ACH1020	PATRICK J LEHMAN	\$ 544.00
10/12/2018	ACH1021	PRO-CHEM INC.	\$ 260.80
10/12/2018	ACH1022	PROGRESSIVE WATER RESOURCES, LLC	\$ 917.07
10/12/2018	ACH1023	PUBLIC RISK INSURANCE AGENCY	\$ 112,033.59
10/12/2018	ACH1024	SUNSHINE ACE HARDWARE	\$ 49.89
10/12/2018	ACH1025	UPS	\$ 68.92
10/12/2018	ACH1026	USA Bluebook	\$ 2,374.97

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
CHECK REGISTER: SEPTEMBER & OCTOBER 2018**

Bank Code: PUBLIC FUNDS INTEREST CHECKING (PNC)

Date	Document Number	Payee Name / Description	Amount
10/12/2018	ACH1027	VOYAGER FLEET SYSTEMS, INC.	\$ 2,332.40
10/12/2018	ADBT101218	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 1,230.29
10/12/2018	DBT101218	United States Treasury	\$ 25,072.30
10/12/2018	dbt101218	Valic	\$ 6,540.56
10/18/2018	37683	ANIXTER INC.	\$ 1,553.64
10/18/2018	37684	BILL'S BOTTLED WATER SERVI CE	\$ 43.50
10/18/2018	37685	CED - Port Charlotte	\$ 677.52
10/18/2018	37686	CENTURYLINK	\$ 377.13
10/18/2018	37687	CH2M HILL ENGINEERS INC.	\$ 1,260.00
10/18/2018	37688	CHARLOTTE COUNTY BCC - LANDFILL	\$ 4,492.02
10/18/2018	37689	CHENANGO SUPPLY CO., INC.	\$ 12.20
10/18/2018	37690	CITY OF NORTH PORT	\$ 153,408.00
10/18/2018	37691	COLE-PARMER INSTRUMENT CO.	\$ 708.05
10/18/2018	37692	D. M. CONSTRUCTION CORP.	\$ 12,755.54
10/18/2018	37693	DELL MARKETING L.P.	\$ 10,831.42
10/18/2018	37694	DESOTO AUTOMOTIVE ENTERPRISES INC	\$ 1,421.22
10/18/2018	37695	DEX IMAGING	\$ 1,935.28
10/18/2018	37696	DONALDSON COMPANY INC	\$ 1,369.80
10/18/2018	37697	Fisher Scientific	\$ 2,029.35
10/18/2018	37698	FLORIDA DEPT OF ECONOMIC OPPORTUNIT	\$ 175.00
10/18/2018	37699	Flotech, INC	\$ 641.39
10/18/2018	37700	GARNEY COMPANIES INC.	\$ 258,011.00
10/18/2018	37701	GRAYBAR	\$ 295.72
10/18/2018	37702	MSC INDUSTRIAL SUPPLY CO.	\$ 677.46
10/18/2018	37703	PREFERRED GOVERNMENT INSURANCE TRUS	\$ 16,933.00
10/18/2018	37704	QUALITY STARTER & ALT SER INC.	\$ 1,691.60
10/18/2018	37705	RANCH PROPERTY HOLDINGS LLC	\$ 12,555.00
10/18/2018	37706	SAM'S CLUB	\$ 157.13
10/18/2018	37707	SARASOTA COUNTY ENVIRONMENTAL UTILITIES	\$ 10,138.17
10/18/2018	37708	SARASOTA COUNTY UTILITIES	\$ 889,570.00
10/18/2018	37709	SARASOTA HERALD TRIBUNE	\$ 412.50
10/18/2018	37710	SPECIALTY PARTS	\$ 14.92
10/18/2018	37711	THE SUN	\$ 483.34
10/18/2018	37712	THERMO ELECTRON NORTH AMERICA LLC	\$ 1,063.25
10/18/2018	37713	TRACTOR SUPPLY COMPANY CREDIT PLAN	\$ 282.93
10/18/2018	37714	U.S. BANK EQUIPMENT FINANCE	\$ 1,052.67
10/18/2018	37715	VERIZON WIRELESS	\$ 11.10
10/18/2018	37716	WOMACK SANITATION INC.	\$ 750.00
10/23/2018	Auto102318	PNC Bank	\$ 2,328.84
10/25/2018		QuickBooks Payroll Service	\$ 86,380.22
10/26/2018	ACH1028	AA ELECTRIC SE INC.	\$ 2,092.57
10/26/2018	ACH1029	ADVANTAGE CARE INC.	\$ 40.00
10/26/2018	ACH1030	Air Mechanical & Service Corp.	\$ 843.18
10/26/2018	ACH1031	AIRGAS SPECIALTY PRODUCTS	\$ 2,922.83
10/26/2018	ACH1032	AIRGAS USA, LLC	\$ 258.30
10/26/2018	ACH1033	ALLIED ELECTRONICS, INC.	\$ 1,020.21
10/26/2018	ACH1034	ALLIED UNIVERSAL CORP.	\$ 9,424.58
10/26/2018	ACH1035	Barney's Pumps, Inc.	\$ 18,840.00
10/26/2018	ACH1036	BENCHMARK ENVIROANALYTICAL INC	\$ 1,669.12
10/26/2018	ACH1037	BLACK & VEATCH	\$ 4,965.00
10/26/2018	ACH1038	Brenntag Mid-South Inc	\$ 22,010.28
10/26/2018	ACH1039	CHARLOTTE COUNTY UTILITIES	\$ 433,537.84
10/26/2018	ACH1040	Chemtrade Chemicals US LLC	\$ 45,919.55
10/26/2018	ACH1041	CINTAS FIRE 636525	\$ 1,011.00
10/26/2018	ACH1042	DESOTO COUNTY (V)	\$ 100,146.33
10/26/2018	ACH1043	EARTH BALANCE	\$ 27,069.70
10/26/2018	ACH1044	Entech	\$ 899.00
10/26/2018	ACH1045	FEDERAL EXPRESS	\$ 30.44
10/26/2018	ACH1046	Florida Coast Equipment	\$ 8,778.15
10/26/2018	ACH1047	Hach Company	\$ 4,262.51
10/26/2018	ACH1048	HDR ENGINEERING INC.	\$ 27,506.01
10/26/2018	ACH1049	Hudson Pump	\$ 3,501.25
10/26/2018	ACH1050	HVMI, LLC	\$ 15,079.30
10/26/2018	ACH1051	Jacobi Carbons Inc	\$ 57,390.30
10/26/2018	ACH1052	JAN-PRO CLEANING SYSTEMS OF SW FLORIDA	\$ 495.00
10/26/2018	ACH1053	JOHNSON ENGINEERING, INC.	\$ 492.50

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
CHECK REGISTER: SEPTEMBER & OCTOBER 2018**

Bank Code: PUBLIC FUNDS INTEREST CHECKING (PNC)

Date	Document Number	Payee Name / Description	Amount
10/26/2018	ACH1054	KEETON'S OFFICE & ART SUPPLY	\$ 1,010.30
10/26/2018	ACH1055	MANSON BOLVES DONALDSON VARN, P.A.	\$ 78,331.91
10/26/2018	ACH1056	MOCK ENGINEERING, INCORPORATED	\$ 180.00
10/26/2018	ACH1057	Natural Resources LLC	\$ 79,523.32
10/26/2018	ACH1058	Sharek Solutions	\$ 9,575.92
10/26/2018	ACH1059	SIMS CRANE & EQUIPMENT	\$ 1,476.60
10/26/2018	ACH1060	STANTEC CONSULTING SERVICES	\$ 36,878.90
10/26/2018	ACH1061	SUNSHINE ACE HARDWARE	\$ 24.96
10/26/2018	ACH1062	SUNSHINE STATE ONE CALL OF FL, INC.	\$ 98.02
10/26/2018	ACH1063	TEST GAUGE AND BACKFLOW SUPPLY INC.	\$ 1,082.05
10/26/2018	ACH1064	TRINOVA INC.	\$ 2,466.66
10/26/2018	ACH1065	TRULY NOLEN BRANCH 079	\$ 500.00
10/26/2018	ACH1066	ULINE	\$ 1,253.00
10/26/2018	ACH1067	UPS	\$ 87.45
10/26/2018	ACH1068	VANASSE HANGEN BRUSTLIN, INC	\$ 7,505.95
10/26/2018	ADBT102618	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 1,230.29
10/26/2018	DBT102618	United States Treasury	\$ 28,005.48
10/26/2018	dbt102618	Valic	\$ 7,580.61
10/26/2018	Dbt102618	FLORIDA DIVISION OF RETIREMENT	\$ 28,890.05
Total			\$ 5,152,374.12

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
CHECK REGISTER: SEPTEMBER & OCTOBER 2018
Alphabetically by Vendor

Bank Code:		PUBLIC FUNDS INTEREST CHECKING (PNC)		
Date	Document Number	Payee Name / Description		Amount
09/14/2018	ACH922	AA ELECTRIC SE INC.	\$	2,805.84
09/28/2018	ACH960	AA ELECTRIC SE INC.	\$	570.76
10/12/2018	ACH989	AA ELECTRIC SE INC.	\$	570.76
10/26/2018	ACH1028	AA ELECTRIC SE INC.	\$	2,092.57
09/28/2018	ACH961	ADVANTAGE CARE INC.	\$	40.00
10/26/2018	ACH1029	ADVANTAGE CARE INC.	\$	40.00
09/14/2018	ACH923	AIR CENTERS-FLORIDA	\$	8,881.76
09/28/2018	ACH962	Air Mechanical & Service Corp.	\$	4,262.00
10/12/2018	ACH990	Air Mechanical & Service Corp.	\$	4,605.63
10/26/2018	ACH1030	Air Mechanical & Service Corp.	\$	843.18
09/14/2018	ACH924	AIRGAS SPECIALTY PRODUCTS	\$	2,837.94
10/12/2018	ACH991	AIRGAS SPECIALTY PRODUCTS	\$	3,007.07
10/26/2018	ACH1031	AIRGAS SPECIALTY PRODUCTS	\$	2,922.83
09/28/2018	ACH963	AIRGAS USA, LLC	\$	47.81
10/26/2018	ACH1032	AIRGAS USA, LLC	\$	258.30
09/14/2018	ACH925	ALFA LAVAL INC.	\$	3,444.07
10/12/2018	ACH992	ALL AMERICAN CONTAINERS-MIAMI	\$	307.71
09/07/2018	37608	ALL FLORIDA WATER-TAMPA	\$	211.58
10/04/2018	37657	ALL FLORIDA WATER-TAMPA	\$	211.58
09/14/2018	ACH926	ALLIED ELECTRONICS, INC.	\$	1,294.63
10/12/2018	ACH993	ALLIED ELECTRONICS, INC.	\$	598.45
10/26/2018	ACH1033	ALLIED ELECTRONICS, INC.	\$	1,020.21
09/14/2018	ACH927	ALLIED UNIVERSAL CORP.	\$	18,610.95
09/28/2018	ACH964	ALLIED UNIVERSAL CORP.	\$	11,655.53
10/12/2018	ACH994	ALLIED UNIVERSAL CORP.	\$	13,944.07
10/26/2018	ACH1034	ALLIED UNIVERSAL CORP.	\$	9,424.58
09/07/2018	37609	AMAZON	\$	505.00
09/21/2018	37634	AMAZON	\$	2,381.72
09/07/2018	37610	ANIXTER INC.	\$	2,037.36
09/21/2018	37635	ANIXTER INC.	\$	600.00
10/18/2018	37683	ANIXTER INC.	\$	1,553.64
10/04/2018	37658	Apple Video & Photography Studio	\$	1,495.00
09/14/2018	ACH928	Asphalt Sealers, INC	\$	19,496.00
10/12/2018	ACH995	ATKINS NORTH AMERICA, INC.	\$	4,578.72
09/07/2018	37611	AWWA	\$	230.00
10/26/2018	ACH1035	Barney's Pumps, Inc.	\$	18,840.00
09/14/2018	ACH929	Bearings and Drives, Technologies Inc	\$	2,631.12
09/14/2018	ACH930	BENCHMARK ENVIROANALYTICAL INC	\$	1,119.80
09/28/2018	ACH965	BENCHMARK ENVIROANALYTICAL INC	\$	211.79
10/12/2018	ACH996	BENCHMARK ENVIROANALYTICAL INC	\$	2,033.87
10/26/2018	ACH1036	BENCHMARK ENVIROANALYTICAL INC	\$	1,669.12
10/12/2018	ACH997	BENTLEY SYSTEMS, INCORPORATED	\$	851.00
09/21/2018	37636	BILL'S BOTTLED WATER SERVI CE	\$	27.00
10/18/2018	37684	BILL'S BOTTLED WATER SERVI CE	\$	43.50
10/26/2018	ACH1037	BLACK & VEATCH	\$	4,965.00
09/14/2018	ACH931	BLUSITE SOLUTIONS OF SOUTHWEST FLORIDA	\$	269.25
10/12/2018	ACH998	BLUSITE SOLUTIONS OF SOUTHWEST FLORIDA	\$	269.25
09/14/2018	ACH932	Brenntag Mid-South Inc	\$	58,492.02
09/28/2018	ACH966	Brenntag Mid-South Inc	\$	21,911.94
10/12/2018	ACH999	Brenntag Mid-South Inc	\$	58,523.61
10/26/2018	ACH1038	Brenntag Mid-South Inc	\$	22,010.28
09/07/2018	37612	CED - Port Charlotte	\$	973.62
10/04/2018	37659	CED - Port Charlotte	\$	646.53
10/18/2018	37685	CED - Port Charlotte	\$	677.52
09/21/2018	37637	CENTURYLINK	\$	1,948.52
10/18/2018	37686	CENTURYLINK	\$	377.13
09/21/2018	37638	Certain Services INC	\$	95.00
09/07/2018	37613	CH2M HILL ENGINEERS INC.	\$	27,630.00
09/21/2018	37639	CH2M HILL ENGINEERS INC.	\$	26,250.17
10/18/2018	37687	CH2M HILL ENGINEERS INC.	\$	1,260.00

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
CHECK REGISTER: SEPTEMBER & OCTOBER 2018
Alphabetically by Vendor

Bank Code:		PUBLIC FUNDS INTEREST CHECKING (PNC)	
Date	Document Number	Payee Name / Description	Amount
10/04/2018	37660	Chapman & Associates, Inc	\$ 1,000.00
09/21/2018	37640	CHARLOTTE COUNTY BCC - LANDFILL	\$ 4,293.45
10/18/2018	37688	CHARLOTTE COUNTY BCC - LANDFILL	\$ 4,492.02
09/07/2018	37614	CHARLOTTE COUNTY BD OF COMMISSIONER	\$ 84,303.90
10/04/2018	37661	CHARLOTTE COUNTY BD OF COMMISSIONER	\$ 90,122.53
09/28/2018	ACH967	CHARLOTTE COUNTY UTILITIES	\$ 164,694.80
10/26/2018	ACH1039	CHARLOTTE COUNTY UTILITIES	\$ 433,537.84
09/14/2018	ACH934	Chemtrade Chemicals US LLC	\$ 55,935.27
09/28/2018	ACH968	Chemtrade Chemicals US LLC	\$ 65,998.59
10/12/2018	ACH1000	Chemtrade Chemicals US LLC	\$ 41,969.43
10/26/2018	ACH1040	Chemtrade Chemicals US LLC	\$ 45,919.55
10/18/2018	37689	CHENANGO SUPPLY CO., INC.	\$ 12.20
09/28/2018	ACH969	CHRISTOPHER M ROGERS	\$ 812.88
09/07/2018	37615	CINTAS	\$ 441.42
10/04/2018	37662	CINTAS	\$ 199.39
09/14/2018	ACH935	CINTAS FIRE 636525	\$ 117.00
10/26/2018	ACH1041	CINTAS FIRE 636525	\$ 1,011.00
10/18/2018	37690	CITY OF NORTH PORT	\$ 153,408.00
10/18/2018	37691	COLE-PARMER INSTRUMENT CO.	\$ 708.05
09/14/2018	ACH936	CORONADO LAWN SERVICE OF FL	\$ 8,047.50
10/12/2018	ACH1001	CORONADO LAWN SERVICE OF FL	\$ 5,990.00
09/14/2018	ACH937	CRUMPTON WELDING SUPPLY	\$ 76.20
09/21/2018	37641	D. M. CONSTRUCTION CORP.	\$ 10,662.07
10/18/2018	37692	D. M. CONSTRUCTION CORP.	\$ 12,755.54
10/18/2018	37693	DELL MARKETING L.P.	\$ 10,831.42
09/07/2018	37616	DESOTO AUTOMOTIVE ENTERPRISES INC	\$ 851.61
10/04/2018	37663	DESOTO AUTOMOTIVE ENTERPRISES INC	\$ 330.10
10/18/2018	37694	DESOTO AUTOMOTIVE ENTERPRISES INC	\$ 1,421.22
09/28/2018	ACH970	DESOTO COUNTY (V)	\$ 66,333.37
10/26/2018	ACH1042	DESOTO COUNTY (V)	\$ 100,146.33
10/18/2018	37695	DEX IMAGING	\$ 1,935.28
09/14/2018	ACH938	DIANE R. SALZ	\$ 3,750.00
10/12/2018	ACH1002	DIANE R. SALZ	\$ 3,750.00
09/14/2018	ACH939	DILLER-BROWN & ASSOC. INC.	\$ 1,552.00
10/04/2018	37664	DMS-FINANCIAL MGMT SERVICES	\$ 299.37
10/18/2018	37696	DONALDSON COMPANY INC	\$ 1,369.80
09/28/2018	ACH971	E.F. GAINES SURVEYING SERVICES, INC	\$ 10,800.00
09/14/2018	ACH940	EARTH BALANCE	\$ 19,016.50
09/28/2018	ACH972	EARTH BALANCE	\$ 10,742.25
10/26/2018	ACH1043	EARTH BALANCE	\$ 27,069.70
10/12/2018	ACH1003	Entech	\$ 15,086.00
10/26/2018	ACH1044	Entech	\$ 899.00
09/28/2018	ACH973	ENVIRONMENTAL EXPRESS INC.	\$ 247.87
10/12/2018	ACH1004	ENVIRONMENTAL PR GROUP	\$ 26,902.00
10/12/2018	ACH1005	ERPORTAL SOFTWARE, INC.	\$ 550.00
10/04/2018	37665	EUROFINS EATON ANALYTICAL, LLC	\$ 1,263.00
09/14/2018	ACH941	FEDERAL EXPRESS	\$ 24.68
09/28/2018	ACH974	FEDERAL EXPRESS	\$ 25.94
10/12/2018	ACH1006	FEDERAL EXPRESS	\$ 25.94
10/26/2018	ACH1045	FEDERAL EXPRESS	\$ 30.44
10/12/2018	ACH1007	FEI-FT.MYERS WATERWORKS #127	\$ 386.26
09/21/2018	37642	Fin. & Accg Officer, Jacksonville Distr.	\$ 10.00
09/07/2018	37617	Fisher Scientific	\$ 545.69
09/21/2018	37643	Fisher Scientific	\$ 32.31
10/04/2018	37666	Fisher Scientific	\$ 2,365.41
10/18/2018	37697	Fisher Scientific	\$ 2,029.35
10/26/2018	ACH1046	Florida Coast Equipment	\$ 8,778.15
09/07/2018	37618	FLORIDA DEPARTMENT OF STATE	\$ 10.36
10/18/2018	37698	FLORIDA DEPT OF ECONOMIC OPPORTUNIT	\$ 175.00
09/28/2018	DBT92818	FLORIDA DIVISION OF RETIREMENT	\$ 28,326.01
10/26/2018	Dbt102618	FLORIDA DIVISION OF RETIREMENT	\$ 28,890.05
10/04/2018	37667	FLORIDA POWER & LIGHT COMPANY	\$ 125,367.96
09/07/2018	37619	FLORIDA VALVE & EQUIPMENT, LLC	\$ 35,039.00
10/18/2018	37699	Flotech, INC	\$ 641.39
09/14/2018	ACH942	Fortiline Waterworks	\$ 3,585.56
09/14/2018	ACH943	FRONTIER COMMUNICATIONS	\$ 218.98

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
CHECK REGISTER: SEPTEMBER & OCTOBER 2018
Alphabetically by Vendor

Bank Code:		PUBLIC FUNDS INTEREST CHECKING (PNC)	
Date	Document Number	Payee Name / Description	Amount
10/12/2018	ACH1008	FRONTIER COMMUNICATIONS	\$ 218.98
10/04/2018	37668	FW&PCOA	\$ 960.00
10/18/2018	37700	GARNEY COMPANIES INC.	\$ 258,011.00
09/21/2018	37644	GOODYEAR AUTO SERVICE CENTER	\$ 151.45
09/07/2018	37620	GRAINGER	\$ 109.12
09/21/2018	37645	GRAINGER	\$ 205.96
09/07/2018	37621	GRAYBAR	\$ 493.17
10/18/2018	37701	GRAYBAR	\$ 295.72
09/14/2018	ACH944	Hach Company	\$ 3,124.69
09/28/2018	ACH975	Hach Company	\$ 908.68
10/12/2018	ACH1009	Hach Company	\$ 1,308.91
10/26/2018	ACH1047	Hach Company	\$ 4,262.51
09/14/2018	ACH945	HALFACRE CONSTRUCTION COMPANY	\$ 8,521.00
09/28/2018	ACH976	HALFACRE CONSTRUCTION COMPANY	\$ 89,864.74
10/12/2018	ACH1010	HALFACRE CONSTRUCTION COMPANY	\$ 153,905.39
09/14/2018	ACH946	Haskins Inc.	\$ 64,256.80
10/26/2018	ACH1048	HDR ENGINEERING INC.	\$ 27,506.01
10/04/2018	37682	HIME PHOTOGRAPHY	\$ 810.00
09/07/2018	37622	HOME DEPOT	\$ 35.66
09/21/2018	37646	HOME DEPOT	\$ 19.97
10/04/2018	37669	HOME DEPOT	\$ 344.02
10/12/2018	ACH1011	Hudson Pump	\$ 8,766.60
10/26/2018	ACH1049	Hudson Pump	\$ 3,501.25
09/14/2018	ACH947	HVMI, LLC	\$ 14,192.80
09/28/2018	ACH977	HVMI, LLC	\$ 22,416.35
10/26/2018	ACH1050	HVMI, LLC	\$ 15,079.30
10/12/2018	SCH1012	Industrial Painting Solutions, Inc.	\$ 16,167.00
09/14/2018	ACH948	J. H. HAM ENGINEERING INC.	\$ 24,118.94
10/12/2018	ACH1013	J. H. HAM ENGINEERING INC.	\$ 9,518.25
09/14/2018	ACH949	Jacobi Carbons Inc	\$ 128,172.60
09/28/2018	ACH978	Jacobi Carbons Inc	\$ 61,510.20
10/12/2018	ACH1014	Jacobi Carbons Inc	\$ 91,530.60
10/26/2018	ACH1051	Jacobi Carbons Inc	\$ 57,390.30
09/14/2018	ACH950	JANICKI ENVIRONMENTAL, INC.	\$ 9,810.00
10/12/2018	ACH1015	JANICKI ENVIRONMENTAL, INC.	\$ 9,532.00
09/28/2018	ACH979	JAN-PRO CLEANING SYSTEMS OF SW FLORIDA	\$ 495.00
10/26/2018	ACH1052	JAN-PRO CLEANING SYSTEMS OF SW FLORIDA	\$ 495.00
09/07/2018	37623	JAN-PRO OF MANASOTA	\$ 249.00
10/04/2018	37670	JAN-PRO OF MANASOTA	\$ 249.00
10/26/2018	ACH1053	JOHNSON ENGINEERING, INC.	\$ 492.50
09/21/2018	37647	KED GROUP INC.	\$ 13,552.00
09/14/2018	ACH951	KEETON'S OFFICE & ART SUPPLY	\$ 989.06
09/28/2018	ACH980	KEETON'S OFFICE & ART SUPPLY	\$ 877.51
10/12/2018	ACH1016	KEETON'S OFFICE & ART SUPPLY	\$ 399.44
10/26/2018	ACH1054	KEETON'S OFFICE & ART SUPPLY	\$ 1,010.30
09/28/2018	ACH981	KEVIN MORRIS	\$ 905.72
09/21/2018	37648	KONE Inc	\$ 1,626.48
10/04/2018	37671	LOBBYTOOLS, INC.	\$ 3,925.00
09/14/2018	ACH952	M&M CONTRACTORS INC.	\$ 10,112.16
10/12/2018	ACH1017	M&M CONTRACTORS INC.	\$ 3,370.72
10/04/2018	37672	MAILFINANCE	\$ 299.61
09/07/2018	37624	MANATEE COUNTY SHERIFF	\$ 5.00
10/12/2018	ACH1018	MANSON BOLVES DONALDSON VARN, P.A.	\$ 101,291.00
10/26/2018	ACH1055	MANSON BOLVES DONALDSON VARN, P.A.	\$ 78,331.91
09/07/2018	37625	McCABE & ASSOCIATES	\$ 2,600.00
10/26/2018	ACH1056	MOCK ENGINEERING, INCORPORATED	\$ 180.00
09/07/2018	37626	MSC INDUSTRIAL SUPPLY CO.	\$ 2,188.33
10/04/2018	37673	MSC INDUSTRIAL SUPPLY CO.	\$ 176.94
10/18/2018	37702	MSC INDUSTRIAL SUPPLY CO.	\$ 677.46
10/12/2018	ACH1019	NATIONAL BUSINESS FURNITURE, LLC	\$ 2,353.00
10/26/2018	ACH1057	Natural Resources LLC	\$ 79,523.32
10/12/2018	ACH1020	PATRICK J LEHMAN	\$ 544.00
09/28/2018	ACH982	PMC ENGINEERING LLC	\$ 1,550.97
09/24/2018	Auto92418	PNC Bank	\$ 3,528.45
10/23/2018	Auto102318	PNC Bank	\$ 2,328.84
10/18/2018	37703	PREFERRED GOVERNMENT INSURANCE TRUS	\$ 16,933.00

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
CHECK REGISTER: SEPTEMBER & OCTOBER 2018
Alphabetically by Vendor

Bank Code:		PUBLIC FUNDS INTEREST CHECKING (PNC)		
Date	Document Number	Payee Name / Description	Amount	
09/14/2018	ACH953	PRO-CHEM INC.	\$	734.60
10/12/2018	ACH1021	PRO-CHEM INC.	\$	260.80
10/12/2018	ACH1022	PROGRESSIVE WATER RESOURCES, LLC	\$	917.07
10/12/2018	ACH1023	PUBLIC RISK INSURANCE AGENCY	\$	112,033.59
10/04/2018	37674	QUALITY STARTER & ALT SER INC.	\$	365.80
10/18/2018	37704	QUALITY STARTER & ALT SER INC.	\$	1,691.60
09/13/2018		QuickBooks Payroll Service	\$	81,471.94
09/27/2018		QuickBooks Payroll Service	\$	79,239.04
10/11/2018		QuickBooks Payroll Service	\$	79,185.78
10/25/2018		QuickBooks Payroll Service	\$	86,380.22
09/21/2018	37649	RANCH PROPERTY HOLDINGS LLC	\$	12,555.00
10/18/2018	37705	RANCH PROPERTY HOLDINGS LLC	\$	12,555.00
09/21/2018	37650	REXEL	\$	1,695.00
10/04/2018	37675	ROGERS PETROLEUM, INC.	\$	478.06
10/18/2018	37706	SAM'S CLUB	\$	157.13
10/18/2018	37707	SARASOTA COUNTY ENVIRONMENTAL UTILITIES	\$	10,138.17
10/18/2018	37708	SARASOTA COUNTY UTILITIES	\$	889,570.00
10/04/2018	37676	SARASOTA HERALD TRIBUNE	\$	407.00
10/18/2018	37709	SARASOTA HERALD TRIBUNE	\$	412.50
10/04/2018	37677	SARASOTA TROPHY & AWARDS INC.	\$	20.00
09/21/2018	37651	Servicewear Apparel, Inc.	\$	3,078.08
10/04/2018	37678	Servicewear Apparel, Inc.	\$	41.97
10/26/2018	ACH1058	Sharek Solutions	\$	9,575.92
10/04/2018	37679	SHIPPING POST	\$	26.53
10/26/2018	ACH1059	SIMS CRANE & EQUIPMENT	\$	1,476.60
09/07/2018	37628	SMITH RANCH & GARDEN, INC.	\$	599.20
09/07/2018	37629	Southern Cross Contracting	\$	4,980.30
09/07/2018	37630	SPECIALTY PARTS	\$	452.16
10/18/2018	37710	SPECIALTY PARTS	\$	14.92
09/28/2018	ACH983	STANTEC CONSULTING SERVICES	\$	3,127.50
10/26/2018	ACH1060	STANTEC CONSULTING SERVICES	\$	36,878.90
09/14/2018	ADBT091418	STATE OF FLORIDA DISBURSEMENT UNIT	\$	1,163.83
09/21/2018	ADBT71718	STATE OF FLORIDA DISBURSEMENT UNIT	\$	170.77
09/21/2018	ADBT92118	STATE OF FLORIDA DISBURSEMENT UNIT	\$	66.46
09/28/2018	Adbt092818	STATE OF FLORIDA DISBURSEMENT UNIT	\$	1,230.29
10/12/2018	ADBT101218	STATE OF FLORIDA DISBURSEMENT UNIT	\$	1,230.29
10/26/2018	ADBT102618	STATE OF FLORIDA DISBURSEMENT UNIT	\$	1,230.29
09/14/2018	ACH954	SUNSHINE ACE HARDWARE	\$	255.34
09/28/2018	ACH984	SUNSHINE ACE HARDWARE	\$	26.99
10/12/2018	ACH1024	SUNSHINE ACE HARDWARE	\$	49.89
10/26/2018	ACH1061	SUNSHINE ACE HARDWARE	\$	24.96
09/28/2018	ACH985	SUNSHINE STATE ONE CALL OF FL, INC.	\$	49.01
10/26/2018	ACH1062	SUNSHINE STATE ONE CALL OF FL, INC.	\$	98.02
09/07/2018	37631	SUPER T	\$	1,897.26
10/26/2018	ACH1063	TEST GAUGE AND BACKFLOW SUPPLY INC.	\$	1,082.05
10/04/2018	37680	THE SUN	\$	254.54
10/18/2018	37711	THE SUN	\$	483.34
10/18/2018	37712	THERMO ELECTRON NORTH AMERICA LLC	\$	1,063.25
09/07/2018	37632	TRACTOR SUPPLY COMPANY CREDIT PLAN	\$	182.44
09/21/2018	37652	TRACTOR SUPPLY COMPANY CREDIT PLAN	\$	60.81
10/04/2018	37681	TRACTOR SUPPLY COMPANY CREDIT PLAN	\$	49.89
10/18/2018	37713	TRACTOR SUPPLY COMPANY CREDIT PLAN	\$	282.93
09/14/2018	ACH955	TRANSCAT, INC.	\$	1,474.80
10/26/2018	ACH1064	TRINOVA INC.	\$	2,466.66
09/14/2018	ACH956	TRULY NOLEN BRANCH 079	\$	258.00
10/26/2018	ACH1065	TRULY NOLEN BRANCH 079	\$	500.00
09/28/2018	ACH986	TSHEETS.COM, LLC	\$	2,448.00
09/07/2018	37633	U.S. BANK EQUIPMENT FINANCE	\$	1,052.67
10/18/2018	37714	U.S. BANK EQUIPMENT FINANCE	\$	1,052.67
10/26/2018	ACH1066	ULINE	\$	1,253.00
09/21/2018	37653	UNITED STATES GEOLOGICAL SURVEY	\$	7,280.00
09/14/2018	DBT091418	United States Treasury	\$	26,033.44
09/28/2018	Dbt092818	United States Treasury	\$	25,135.28
10/12/2018	DBT101218	United States Treasury	\$	25,072.30
10/26/2018	DBT102618	United States Treasury	\$	28,005.48
09/14/2018	ACH957	UPS	\$	139.89

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
CHECK REGISTER: SEPTEMBER & OCTOBER 2018
Alphabetically by Vendor

Bank Code: PUBLIC FUNDS INTEREST CHECKING (PNC)

Date	Document Number	Payee Name / Description	Amount
09/28/2018	ACH987	UPS	\$ 16.06
10/12/2018	ACH1025	UPS	\$ 68.92
10/26/2018	ACH1067	UPS	\$ 87.45
10/12/2018	ACH1026	USA Bluebook	\$ 2,374.97
09/14/2018	DBT91418	Valic	\$ 6,846.80
09/28/2018	Dbt92818	Valic	\$ 6,522.58
10/12/2018	dbt101218	Valic	\$ 6,540.56
10/26/2018	dbt102618	Valic	\$ 7,580.61
09/14/2018	ACH958	VANASSE HANGEN BRUSTLIN, INC	\$ 9,698.50
09/28/2018	ACH988	VANASSE HANGEN BRUSTLIN, INC	\$ 6,530.00
10/26/2018	ACH1068	VANASSE HANGEN BRUSTLIN, INC	\$ 7,505.95
09/21/2018	37654	VERIZON WIRELESS	\$ 17.16
10/18/2018	37715	VERIZON WIRELESS	\$ 11.10
09/14/2018	ACH959	VOYAGER FLEET SYSTEMS, INC.	\$ 2,676.76
10/12/2018	ACH1027	VOYAGER FLEET SYSTEMS, INC.	\$ 2,332.40
09/21/2018	37655	Winzer Corporation	\$ 1,000.09
09/21/2018	37656	WOMACK SANITATION INC.	\$ 298.00
10/18/2018	37716	WOMACK SANITATION INC.	\$ 750.00
09/30/2018			\$ 312.08
Total			\$ 5,152,374.12

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
CHECK REGISTER: SEPTEMBER & OCTOBER 2018
By Amount Largest to Smallest

Bank Code:		PUBLIC FUNDS INTEREST CHECKING (PNC)	
Date	Document Number	Payee Name / Description	Amount
10/18/2018	37708	SARASOTA COUNTY UTILITIES	\$ 889,570.00
10/26/2018	ACH1039	CHARLOTTE COUNTY UTILITIES	\$ 433,537.84
10/18/2018	37700	GARNEY COMPANIES INC.	\$ 258,011.00
09/28/2018	ACH967	CHARLOTTE COUNTY UTILITIES	\$ 164,694.80
10/12/2018	ACH1010	HALFACRE CONSTRUCTION COMPANY	\$ 153,905.39
10/18/2018	37690	CITY OF NORTH PORT	\$ 153,408.00
09/14/2018	ACH949	Jacobi Carbons Inc	\$ 128,172.60
10/04/2018	37667	FLORIDA POWER & LIGHT COMPANY	\$ 125,367.96
10/12/2018	ACH1023	PUBLIC RISK INSURANCE AGENCY	\$ 112,033.59
10/12/2018	ACH1018	MANSON BOLVES DONALDSON VARN, P.A.	\$ 101,291.00
10/26/2018	ACH1042	DESOTO COUNTY (V)	\$ 100,146.33
10/12/2018	ACH1014	Jacobi Carbons Inc	\$ 91,530.60
10/04/2018	37661	CHARLOTTE COUNTY BD OF COMMISSIONER	\$ 90,122.53
09/28/2018	ACH976	HALFACRE CONSTRUCTION COMPANY	\$ 89,864.74
10/25/2018		QuickBooks Payroll Service	\$ 86,380.22
09/07/2018	37614	CHARLOTTE COUNTY BD OF COMMISSIONER	\$ 84,303.90
09/13/2018		QuickBooks Payroll Service	\$ 81,471.94
10/26/2018	ACH1057	Natural Resources LLC	\$ 79,523.32
09/27/2018		QuickBooks Payroll Service	\$ 79,239.04
10/11/2018		QuickBooks Payroll Service	\$ 79,185.78
10/26/2018	ACH1055	MANSON BOLVES DONALDSON VARN, P.A.	\$ 78,331.91
09/28/2018	ACH970	DESOTO COUNTY (V)	\$ 66,333.37
09/28/2018	ACH968	Chemtrade Chemicals US LLC	\$ 65,998.59
09/14/2018	ACH946	Haskins Inc.	\$ 64,256.80
09/28/2018	ACH978	Jacobi Carbons Inc	\$ 61,510.20
10/12/2018	ACH999	Brenntag Mid-South Inc	\$ 58,523.61
09/14/2018	ACH932	Brenntag Mid-South Inc	\$ 58,492.02
10/26/2018	ACH1051	Jacobi Carbons Inc	\$ 57,390.30
09/14/2018	ACH934	Chemtrade Chemicals US LLC	\$ 55,935.27
10/26/2018	ACH1040	Chemtrade Chemicals US LLC	\$ 45,919.55
10/12/2018	ACH1000	Chemtrade Chemicals US LLC	\$ 41,969.43
10/26/2018	ACH1060	STANTEC CONSULTING SERVICES	\$ 36,878.90
09/07/2018	37619	FLORIDA VALVE & EQUIPMENT, LLC	\$ 35,039.00
10/26/2018	Dbt102618	FLORIDA DIVISION OF RETIREMENT	\$ 28,890.05
09/28/2018	DBT92818	FLORIDA DIVISION OF RETIREMENT	\$ 28,326.01
10/26/2018	DBT102618	United States Treasury	\$ 28,005.48
09/07/2018	37613	CH2M HILL ENGINEERS INC.	\$ 27,630.00
10/26/2018	ACH1048	HDR ENGINEERING INC.	\$ 27,506.01
10/26/2018	ACH1043	EARTH BALANCE	\$ 27,069.70
10/12/2018	ACH1004	ENVIRONMENTAL PR GROUP	\$ 26,902.00
09/21/2018	37639	CH2M HILL ENGINEERS INC.	\$ 26,250.17
09/14/2018	DBT091418	United States Treasury	\$ 26,033.44
09/28/2018	Dbt092818	United States Treasury	\$ 25,135.28
10/12/2018	DBT101218	United States Treasury	\$ 25,072.30
09/14/2018	ACH948	J. H. HAM ENGINEERING INC.	\$ 24,118.94
09/28/2018	ACH977	HVMI, LLC	\$ 22,416.35
10/26/2018	ACH1038	Brenntag Mid-South Inc	\$ 22,010.28
09/28/2018	ACH966	Brenntag Mid-South Inc	\$ 21,911.94
09/14/2018	ACH928	Asphalt Sealers, INC	\$ 19,496.00
09/14/2018	ACH940	EARTH BALANCE	\$ 19,016.50
10/26/2018	ACH1035	Barney's Pumps, Inc.	\$ 18,840.00
09/14/2018	ACH927	ALLIED UNIVERSAL CORP.	\$ 18,610.95
10/18/2018	37703	PREFERRED GOVERNMENT INSURANCE TRUS	\$ 16,933.00
10/12/2018	SCH1012	Industrial Painting Solutions, Inc.	\$ 16,167.00
10/12/2018	ACH1003	Entech	\$ 15,086.00
10/26/2018	ACH1050	HVMI, LLC	\$ 15,079.30
09/14/2018	ACH947	HVMI, LLC	\$ 14,192.80
10/12/2018	ACH994	ALLIED UNIVERSAL CORP.	\$ 13,944.07
09/21/2018	37647	KED GROUP INC.	\$ 13,552.00
10/18/2018	37692	D. M. CONSTRUCTION CORP.	\$ 12,755.54

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
CHECK REGISTER: SEPTEMBER & OCTOBER 2018
By Amount Largest to Smallest

Bank Code:		PUBLIC FUNDS INTEREST CHECKING (PNC)	
Date	Document Number	Payee Name / Description	Amount
09/21/2018	37649	RANCH PROPERTY HOLDINGS LLC	\$ 12,555.00
10/18/2018	37705	RANCH PROPERTY HOLDINGS LLC	\$ 12,555.00
09/28/2018	ACH964	ALLIED UNIVERSAL CORP.	\$ 11,655.53
10/18/2018	37693	DELL MARKETING L.P.	\$ 10,831.42
09/28/2018	ACH971	E.F. GAINES SURVEYING SERVICES, INC	\$ 10,800.00
09/28/2018	ACH972	EARTH BALANCE	\$ 10,742.25
09/21/2018	37641	D. M. CONSTRUCTION CORP.	\$ 10,662.07
10/18/2018	37707	SARASOTA COUNTY ENVIRONMENTAL UTILITIES	\$ 10,138.17
09/14/2018	ACH952	M&M CONTRACTORS INC.	\$ 10,112.16
09/14/2018	ACH950	JANICKI ENVIRONMENTAL, INC.	\$ 9,810.00
09/14/2018	ACH958	VANASSE HANGEN BRUSTLIN, INC	\$ 9,698.50
10/26/2018	ACH1058	Sharek Solutions	\$ 9,575.92
10/12/2018	ACH1015	JANICKI ENVIRONMENTAL, INC.	\$ 9,532.00
10/12/2018	ACH1013	J. H. HAM ENGINEERING INC.	\$ 9,518.25
10/26/2018	ACH1034	ALLIED UNIVERSAL CORP.	\$ 9,424.58
09/14/2018	ACH923	AIR CENTERS-FLORIDA	\$ 8,881.76
10/26/2018	ACH1046	Florida Coast Equipment	\$ 8,778.15
10/12/2018	ACH1011	Hudson Pump	\$ 8,766.60
09/14/2018	ACH945	HALFACRE CONSTRUCTION COMPANY	\$ 8,521.00
09/14/2018	ACH936	CORONADO LAWN SERVICE OF FL	\$ 8,047.50
10/26/2018	dbt102618	Valic	\$ 7,580.61
10/26/2018	ACH1068	VANASSE HANGEN BRUSTLIN, INC	\$ 7,505.95
09/21/2018	37653	UNITED STATES GEOLOGICAL SURVEY	\$ 7,280.00
09/14/2018	DBT91418	Valic	\$ 6,846.80
10/12/2018	dbt101218	Valic	\$ 6,540.56
09/28/2018	ACH988	VANASSE HANGEN BRUSTLIN, INC	\$ 6,530.00
09/28/2018	Dbt92818	Valic	\$ 6,522.58
10/12/2018	ACH1001	CORONADO LAWN SERVICE OF FL	\$ 5,990.00
09/07/2018	37629	Southern Cross Contracting	\$ 4,980.30
10/26/2018	ACH1037	BLACK & VEATCH	\$ 4,965.00
10/12/2018	ACH990	Air Mechanical & Service Corp.	\$ 4,605.63
10/12/2018	ACH995	ATKINS NORTH AMERICA, INC.	\$ 4,578.72
10/18/2018	37688	CHARLOTTE COUNTY BCC - LANDFILL	\$ 4,492.02
09/21/2018	37640	CHARLOTTE COUNTY BCC - LANDFILL	\$ 4,293.45
10/26/2018	ACH1047	Hach Company	\$ 4,262.51
09/28/2018	ACH962	Air Mechanical & Service Corp.	\$ 4,262.00
10/04/2018	37671	LOBBYTOOLS, INC.	\$ 3,925.00
09/14/2018	ACH938	DIANE R. SALZ	\$ 3,750.00
10/12/2018	ACH1002	DIANE R. SALZ	\$ 3,750.00
09/14/2018	ACH942	Fortiline Waterworks	\$ 3,585.56
09/24/2018	Auto92418	PNC Bank	\$ 3,528.45
10/26/2018	ACH1049	Hudson Pump	\$ 3,501.25
09/14/2018	ACH925	ALFA LAVAL INC.	\$ 3,444.07
10/12/2018	ACH1017	M&M CONTRACTORS INC.	\$ 3,370.72
09/28/2018	ACH983	STANTEC CONSULTING SERVICES	\$ 3,127.50
09/14/2018	ACH944	Hach Company	\$ 3,124.69
09/21/2018	37651	Servicewear Apparel, Inc.	\$ 3,078.08
10/12/2018	ACH991	AIRGAS SPECIALTY PRODUCTS	\$ 3,007.07
10/26/2018	ACH1031	AIRGAS SPECIALTY PRODUCTS	\$ 2,922.83
09/14/2018	ACH924	AIRGAS SPECIALTY PRODUCTS	\$ 2,837.94
09/14/2018	ACH922	AA ELECTRIC SE INC.	\$ 2,805.84
09/14/2018	ACH959	VOYAGER FLEET SYSTEMS, INC.	\$ 2,676.76
09/14/2018	ACH929	Bearings and Drives, Technologies Inc	\$ 2,631.12
09/07/2018	37625	McCABE & ASSOCIATES	\$ 2,600.00
10/26/2018	ACH1064	TRINOVA INC.	\$ 2,466.66
09/28/2018	ACH986	TSHEETS.COM, LLC	\$ 2,448.00
09/21/2018	37634	AMAZON	\$ 2,381.72
10/12/2018	ACH1026	USA Bluebook	\$ 2,374.97
10/04/2018	37666	Fisher Scientific	\$ 2,365.41
10/12/2018	ACH1019	NATIONAL BUSINESS FURNITURE, LLC	\$ 2,353.00
10/12/2018	ACH1027	VOYAGER FLEET SYSTEMS, INC.	\$ 2,332.40
10/23/2018	Auto102318	PNC Bank	\$ 2,328.84
09/07/2018	37626	MSC INDUSTRIAL SUPPLY CO.	\$ 2,188.33
10/26/2018	ACH1028	AA ELECTRIC SE INC.	\$ 2,092.57
09/07/2018	37610	ANIXTER INC.	\$ 2,037.36
10/12/2018	ACH996	BENCHMARK ENVIROANALYTICAL INC	\$ 2,033.87

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
CHECK REGISTER: SEPTEMBER & OCTOBER 2018
By Amount Largest to Smallest

Bank Code:		PUBLIC FUNDS INTEREST CHECKING (PNC)	
Date	Document Number	Payee Name / Description	Amount
10/18/2018	37697	Fisher Scientific	\$ 2,029.35
09/21/2018	37637	CENTURYLINK	\$ 1,948.52
10/18/2018	37695	DEX IMAGING	\$ 1,935.28
09/07/2018	37631	SUPER T	\$ 1,897.26
09/21/2018	37650	REXEL	\$ 1,695.00
10/18/2018	37704	QUALITY STARTER & ALT SER INC.	\$ 1,691.60
10/26/2018	ACH1036	BENCHMARK ENVIROANALYTICAL INC	\$ 1,669.12
09/21/2018	37648	KONE Inc	\$ 1,626.48
10/18/2018	37683	ANIXTER INC.	\$ 1,553.64
09/14/2018	ACH939	DILLER-BROWN & ASSOC. INC.	\$ 1,552.00
09/28/2018	ACH982	PMC ENGINEERING LLC	\$ 1,550.97
10/04/2018	37658	Apple Video & Photography Studio	\$ 1,495.00
10/26/2018	ACH1059	SIMS CRANE & EQUIPMENT	\$ 1,476.60
09/14/2018	ACH955	TRANSCAT, INC.	\$ 1,474.80
10/18/2018	37694	DESOTO AUTOMOTIVE ENTERPRISES INC	\$ 1,421.22
10/18/2018	37696	DONALDSON COMPANY INC	\$ 1,369.80
10/12/2018	ACH1009	Hach Company	\$ 1,308.91
09/14/2018	ACH926	ALLIED ELECTRONICS, INC.	\$ 1,294.63
10/04/2018	37665	EUROFINS EATON ANALYTICAL, LLC	\$ 1,263.00
10/18/2018	37687	CH2M HILL ENGINEERS INC.	\$ 1,260.00
10/26/2018	ACH1066	ULINE	\$ 1,253.00
09/28/2018	Adbt092818	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 1,230.29
10/12/2018	ADBT101218	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 1,230.29
10/26/2018	ADBT102618	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 1,230.29
09/14/2018	ADBT091418	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 1,163.83
09/14/2018	ACH930	BENCHMARK ENVIROANALYTICAL INC	\$ 1,119.80
10/26/2018	ACH1063	TEST GAUGE AND BACKFLOW SUPPLY INC.	\$ 1,082.05
10/18/2018	37712	THERMO ELECTRON NORTH AMERICA LLC	\$ 1,063.25
09/07/2018	37633	U.S. BANK EQUIPMENT FINANCE	\$ 1,052.67
10/18/2018	37714	U.S. BANK EQUIPMENT FINANCE	\$ 1,052.67
10/26/2018	ACH1033	ALLIED ELECTRONICS, INC.	\$ 1,020.21
10/26/2018	ACH1041	CINTAS FIRE 636525	\$ 1,011.00
10/26/2018	ACH1054	KEETON'S OFFICE & ART SUPPLY	\$ 1,010.30
09/21/2018	37655	Winzer Corporation	\$ 1,000.09
10/04/2018	37660	Chapman & Associates, Inc	\$ 1,000.00
09/14/2018	ACH951	KEETON'S OFFICE & ART SUPPLY	\$ 989.06
09/07/2018	37612	CED - Port Charlotte	\$ 973.62
10/04/2018	37668	FW&PCOA	\$ 960.00
10/12/2018	ACH1022	PROGRESSIVE WATER RESOURCES, LLC	\$ 917.07
09/28/2018	ACH975	Hach Company	\$ 908.68
09/28/2018	ACH981	KEVIN MORRIS	\$ 905.72
10/26/2018	ACH1044	Entech	\$ 899.00
09/28/2018	ACH980	KEETON'S OFFICE & ART SUPPLY	\$ 877.51
09/07/2018	37616	DESOTO AUTOMOTIVE ENTERPRISES INC	\$ 851.61
10/12/2018	ACH997	BENTLEY SYSTEMS, INCORPORATED	\$ 851.00
10/26/2018	ACH1030	Air Mechanical & Service Corp.	\$ 843.18
09/28/2018	ACH969	CHRISTOPHER M ROGERS	\$ 812.88
10/04/2018	37682	HIME PHOTOGRAPHY	\$ 810.00
10/18/2018	37716	WOMACK SANITATION INC.	\$ 750.00
09/14/2018	ACH953	PRO-CHEM INC.	\$ 734.60
10/18/2018	37691	COLE-PARMER INSTRUMENT CO.	\$ 708.05
10/18/2018	37685	CED - Port Charlotte	\$ 677.52
10/18/2018	37702	MSC INDUSTRIAL SUPPLY CO.	\$ 677.46
10/04/2018	37659	CED - Port Charlotte	\$ 646.53
10/18/2018	37699	Flotech, INC	\$ 641.39
09/21/2018	37635	ANIXTER INC.	\$ 600.00
09/07/2018	37628	SMITH RANCH & GARDEN, INC.	\$ 599.20
10/12/2018	ACH993	ALLIED ELECTRONICS, INC.	\$ 598.45
09/28/2018	ACH960	AA ELECTRIC SE INC.	\$ 570.76
10/12/2018	ACH989	AA ELECTRIC SE INC.	\$ 570.76
10/12/2018	ACH1005	ERPORTAL SOFTWARE, INC.	\$ 550.00
09/07/2018	37617	Fisher Scientific	\$ 545.69
10/12/2018	ACH1020	PATRICK J LEHMAN	\$ 544.00
09/07/2018	37609	AMAZON	\$ 505.00
10/26/2018	ACH1065	TRULY NOLEN BRANCH 079	\$ 500.00
09/28/2018	ACH979	JAN-PRO CLEANING SYSTEMS OF SW FLORIDA	\$ 495.00

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
CHECK REGISTER: SEPTEMBER & OCTOBER 2018
By Amount Largest to Smallest

Bank Code:		PUBLIC FUNDS INTEREST CHECKING (PNC)		
Date	Document Number	Payee Name / Description		Amount
10/26/2018	ACH1052	JAN-PRO CLEANING SYSTEMS OF SW FLORIDA	\$	495.00
09/07/2018	37621	GRAYBAR	\$	493.17
10/26/2018	ACH1053	JOHNSON ENGINEERING, INC.	\$	492.50
10/18/2018	37711	THE SUN	\$	483.34
10/04/2018	37675	ROGERS PETROLEUM, INC.	\$	478.06
09/07/2018	37630	SPECIALTY PARTS	\$	452.16
09/07/2018	37615	CINTAS	\$	441.42
10/18/2018	37709	SARASOTA HERALD TRIBUNE	\$	412.50
10/04/2018	37676	SARASOTA HERALD TRIBUNE	\$	407.00
10/12/2018	ACH1016	KEETON'S OFFICE & ART SUPPLY	\$	399.44
10/12/2018	ACH1007	FEI-FT.MYERS WATERWORKS #127	\$	386.26
10/18/2018	37686	CENTURYLINK	\$	377.13
10/04/2018	37674	QUALITY STARTER & ALT SER INC.	\$	365.80
10/04/2018	37669	HOME DEPOT	\$	344.02
10/04/2018	37663	DESOTO AUTOMOTIVE ENTERPRISES INC	\$	330.10
09/30/2018			\$	312.08
10/12/2018	ACH992	ALL AMERICAN CONTAINERS-MIAMI	\$	307.71
10/04/2018	37672	MAILFINANCE	\$	299.61
10/04/2018	37664	DMS-FINANCIAL MGMT SERVICES	\$	299.37
09/21/2018	37656	WOMACK SANITATION INC.	\$	298.00
10/18/2018	37701	GRAYBAR	\$	295.72
10/18/2018	37713	TRACTOR SUPPLY COMPANY CREDIT PLAN	\$	282.93
09/14/2018	ACH931	BLUSITE SOLUTIONS OF SOUTHWEST FLORIDA	\$	269.25
10/12/2018	ACH998	BLUSITE SOLUTIONS OF SOUTHWEST FLORIDA	\$	269.25
10/12/2018	ACH1021	PRO-CHEM INC.	\$	260.80
10/26/2018	ACH1032	AIRGAS USA, LLC	\$	258.30
09/14/2018	ACH956	TRULY NOLEN BRANCH 079	\$	258.00
09/14/2018	ACH954	SUNSHINE ACE HARDWARE	\$	255.34
10/04/2018	37680	THE SUN	\$	254.54
09/07/2018	37623	JAN-PRO OF MANASOTA	\$	249.00
10/04/2018	37670	JAN-PRO OF MANASOTA	\$	249.00
09/28/2018	ACH973	ENVIRONMENTAL EXPRESS INC.	\$	247.87
09/07/2018	37611	AWWA	\$	230.00
09/14/2018	ACH943	FRONTIER COMMUNICATIONS	\$	218.98
10/12/2018	ACH1008	FRONTIER COMMUNICATIONS	\$	218.98
09/28/2018	ACH965	BENCHMARK ENVIROANALYTICAL INC	\$	211.79
09/07/2018	37608	ALL FLORIDA WATER-TAMPA	\$	211.58
10/04/2018	37657	ALL FLORIDA WATER-TAMPA	\$	211.58
09/21/2018	37645	GRAINGER	\$	205.96
10/04/2018	37662	CINTAS	\$	199.39
09/07/2018	37632	TRACTOR SUPPLY COMPANY CREDIT PLAN	\$	182.44
10/26/2018	ACH1056	MOCK ENGINEERING, INCORPORATED	\$	180.00
10/04/2018	37673	MSC INDUSTRIAL SUPPLY CO.	\$	176.94
10/18/2018	37698	FLORIDA DEPT OF ECONOMIC OPPORTUNIT	\$	175.00
09/21/2018	ADBT71718	STATE OF FLORIDA DISBURSEMENT UNIT	\$	170.77
10/18/2018	37706	SAM'S CLUB	\$	157.13
09/21/2018	37644	GOODYEAR AUTO SERVICE CENTER	\$	151.45
09/14/2018	ACH957	UPS	\$	139.89
09/14/2018	ACH935	CINTAS FIRE 636525	\$	117.00
09/07/2018	37620	GRAINGER	\$	109.12
10/26/2018	ACH1062	SUNSHINE STATE ONE CALL OF FL, INC.	\$	98.02
09/21/2018	37638	Certain Services INC	\$	95.00
10/26/2018	ACH1067	UPS	\$	87.45
09/14/2018	ACH937	CRUMPTON WELDING SUPPLY	\$	76.20
10/12/2018	ACH1025	UPS	\$	68.92
09/21/2018	ADBT92118	STATE OF FLORIDA DISBURSEMENT UNIT	\$	66.46
09/21/2018	37652	TRACTOR SUPPLY COMPANY CREDIT PLAN	\$	60.81
10/12/2018	ACH1024	SUNSHINE ACE HARDWARE	\$	49.89
10/04/2018	37681	TRACTOR SUPPLY COMPANY CREDIT PLAN	\$	49.89
09/28/2018	ACH985	SUNSHINE STATE ONE CALL OF FL, INC.	\$	49.01
09/28/2018	ACH963	AIRGAS USA, LLC	\$	47.81
10/18/2018	37684	BILL'S BOTTLED WATER SERVI CE	\$	43.50
10/04/2018	37678	Servicewear Apparel, Inc.	\$	41.97
09/28/2018	ACH961	ADVANTAGE CARE INC.	\$	40.00
10/26/2018	ACH1029	ADVANTAGE CARE INC.	\$	40.00
09/07/2018	37622	HOME DEPOT	\$	35.66

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
CHECK REGISTER: SEPTEMBER & OCTOBER 2018
By Amount Largest to Smallest

Bank Code:		PUBLIC FUNDS INTEREST CHECKING (PNC)		
Date	Document Number	Payee Name / Description	Amount	
09/21/2018	37643	Fisher Scientific	\$	32.31
10/26/2018	ACH1045	FEDERAL EXPRESS	\$	30.44
09/21/2018	37636	BILL'S BOTTLED WATER SERVI CE	\$	27.00
09/28/2018	ACH984	SUNSHINE ACE HARDWARE	\$	26.99
10/04/2018	37679	SHIPPING POST	\$	26.53
09/28/2018	ACH974	FEDERAL EXPRESS	\$	25.94
10/12/2018	ACH1006	FEDERAL EXPRESS	\$	25.94
10/26/2018	ACH1061	SUNSHINE ACE HARDWARE	\$	24.96
09/14/2018	ACH941	FEDERAL EXPRESS	\$	24.68
10/04/2018	37677	SARASOTA TROPHY & AWARDS INC.	\$	20.00
09/21/2018	37646	HOME DEPOT	\$	19.97
09/21/2018	37654	VERIZON WIRELESS	\$	17.16
09/28/2018	ACH987	UPS	\$	16.06
10/18/2018	37710	SPECIALTY PARTS	\$	14.92
10/18/2018	37689	CHENANGO SUPPLY CO., INC.	\$	12.20
10/18/2018	37715	VERIZON WIRELESS	\$	11.10
09/07/2018	37618	FLORIDA DEPARTMENT OF STATE	\$	10.36
09/21/2018	37642	Fin. & Accg Officer, Jacksonville Distr.	\$	10.00
09/07/2018	37624	MANATEE COUNTY SHERIFF	\$	5.00
Total			\$	5,152,374.12

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
CHECK REGISTER: SEPTEMBER & OCTOBER 2018

Bank Code: CONSTRUCTION CHECKING (PNC)

Date	Document Number	Payee Name / Description	Amount
09/07/2018	2754	Manson Bolves Donaldson Varn PA CIP	\$ 10,000.00
09/21/2018	2755	CH2M HILL ENGINEERS INC.	\$ 7,268.82
09/28/2018	CACH27	KING ENGINEERING ASSOCIATES INC - CIP	\$ 38,096.32
10/04/2018	2756	Fin. & Accg Officer, Jacksonville Distr.	\$ 10.00
10/18/2018	2757	GARNEY COMPANIES INC.	\$ 24,227.83
10/18/2018	2758	Myakka MitBank LLC	\$ 11,830.00
10/26/2018	CACH28	KING ENGINEERING ASSOCIATES INC - CIP	\$ 19,592.65
Total			\$ 162,446.25

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

CHECK REGISTER: SEPTEMBER & OCTOBER 2018

Alphabetically by Vendor

Bank Code: CONSTRUCTION CHECKING (PNC)

Date	Document Number	Payee Name / Description	Amount
09/21/2018	2755	CH2M HILL ENGINEERS INC.	\$ 7,268.82
10/04/2018	2756	Fin. & Accg Officer, Jacksonville Distr.	\$ 10.00
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10/26/2018	CACH28	KING ENGINEERING ASSOCIATES INC - CIP	\$ 19,592.65
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Total			\$ 162,446.25

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

CHECK REGISTER: SEPTEMBER & OCTOBER 2018

By Amount Largest to Smallest

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10/04/2018	2756	Fin. & Accg Officer, Jacksonville Distr.	\$ 10.00
Total			\$ 162,446.25

***PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
December 5, 2018***

**ROUTINE STATUS REPORTS
ITEM 3**

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

Project Status Report

Project: Regional Integrated Loop System Phase 3B Interconnect Pipeline Project
[Preymore Interconnect Clark Road (SR 72)]

Date: December 5, 2018

Prepared by: Kevin Morris, Manager of Engineering & Projects

The following information summarizes the project description and current status.

Project Description

The Phase 3B Interconnect will extend the regional loop system within Sarasota County approximately 5 miles further north from the Preymore Interconnect location near the Municipal Solid Waste Complex to Clark Road (SR 72). 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.

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 future 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.

Another development has been the completion of a two county water system hydraulic model for Sarasota and Manatee Counties. This model, developed by Carollo Engineers under contract with the counties, is a valuable decision tool that can be used to evaluate regional loop elements. The model provides a sophisticated methodology whereby water demands are disaggregated granularly across the region from a spatial perspective and it also includes the existing web of distribution piping down to minor conveyances as small as 3 and 4-inches in diameter. This model is a valuable regional resource that can be used to analyze various interconnection and pumping scenarios and will serve useful for water managers as they consider improvements at regional and sub-regional system level. Discussions regarding commitments to Phase 3D and future Phase 3C pipeline segments are ongoing.

Current status

In December 2015 the Board approved initiation of design work on the Phase 3B Interconnect. Final Design on the project is complete, the remaining permit needed, the permit from the U.S. Army Corps of Engineers necessary to construct the project has been received.

The project team is working on developing temporary construction and permanent utility easements over County properties. Those easements will be reviewed by the County Real Estate Department before eventually making the agenda at an upcoming Sarasota BOCC meeting for approval.

The project team is also working with County staff and consultants to coordinate with the interconnecting pipeline that the County is building to convey water from the termination point of Phase 3B to County Pump Station No. 5 located on Proctor Road. Without this interconnecting pipeline, the Phase 3B pipeline would be a dead end line, so it makes little sense to rush into construction. The County's respective design project has reached the 60% completion stage and they are preparing for property acquisition. The best understanding we have at the present is that the County's project may be ready to go to bid as early as mid-2019. So we envision soliciting bids from pre-qualified contractors for the Authority's project in summer 2019 as well so that the construction of both Authority and County pipelines can be completed together.

Project History Briefing

Project: Phase 3B Regional Interconnect Pipeline Project

Date: December 5, 2018

Prepared by: Kevin Morris, Manager of Engineering & Projects

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 Associates, Inc. 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.
- December 1, 2016 Received review comments on the draft Phase 3B BODR from SWFWMD project manager.
- January 3, 2017 Coordination meeting with King Engineering Associates, Inc. to develop scope for final design work order.
- February 1, 2017 Authority Board Meeting at the PRF. At this meeting:
 - The Board accepts draft Phase 3B Pipeline BODR.
 - The Board is briefed on the concept of dislocating the Phase 3B Pump Station from the Pipeline Project and

migrating the pump station further north where there is greater immediate need.

- Board authorizes 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. This effort included a task to complete a BODR for the Pump Station to be returned to the Board within the next 4 months.
-
- February 9, 2017 Project coordination meeting with SWFWMD staff to discuss cooperative funding for the project. Topics discussed included schedule, cost and deliverables and legal review and coordination of agreements.
 - March 10, 2017 Project coordination meeting with Sarasota County staff at the Sarasota County Central Solid Waste Complex attended by County Solid Waste, County Stormwater and County Utilities staff. Topics discussed included gaining access to the route for project surveyors and the soils testing and ecological consultants. We also discussed how to navigate around/under/over county conveyances and roads with our pipeline.
 - March 10, 2017 Received authorization from Sarasota County Solid Waste for surveyors to access the pipeline route to commence gathering topographic data.
 - March 30, 2017 Project update meeting with Sarasota County staff at the County’s BOB location off Fruitville Road attended by County staff, Authority staff and King Engineering.
 - April 7, 2017 AWWA Annual Water Taste Testing Event conducted at the SWFWMD’s Fruitville Road location. The guest speaker from Carollo Engineers and provided an overview of a Two County Water System Hydraulic Model they were working to complete for Sarasota and Manatee Counties.
 - April 26, 2017 Workshop at the Sarasota County BOB location with Sarasota and Manatee Counties and their mutual consultant, Carollo Engineers, to discuss the recently completed Two County Water System Hydraulic Model.
 - May 1, 2017 Project coordination meeting with the SWFWMD in the Tampa Service Office to meet their designated 3rd party reviewer for the project (CDM) and to discuss coordination details, data needs, schedule and expectations.

- May 9, 2017 As agreed with Sarasota County staff, King Engineering Associates, Inc. reached out to Sarasota National Cemetery representatives to register interest in utility easements along the southern boundary of their property and inquire about the cemetery's willingness to cooperate on such a venture.
- May 15, 2017 King Engineering provided electronic copy of the draft Phase 3B Pump Station BODR for review and comment.
- May 16, 2017 Pre-application meeting with the FDEP in Fort Myers, FL.
- May 19, 2017 Completed internal review of Phase 3B Pump Station BODR and transmitted to King Engineering for implementation.
- May 22, 2017 Transmitted an electronic copy of the draft Phase 3B Pump Station BODR to Sarasota County for review and comment.
- May 22, 2017 Provided project WaterCAD model to the SWFWMD for their designated project 3rd party reviewer (CDM).
- May 24, 2017 Pre-application meeting with the US Army Corps of Engineers in Tampa, FL.
- May 24, 2017 Received final Phase 3B Pipeline BODR electronically. Changes from the draft BODR document accepted by the Authority Board in February are not substantive but editorial in nature.
- June 2, 2017 Received comments from Sarasota County on Phase 3B Pump Station BODR document responded in kind the same day. Several questions were answered and County preferences expressed that the Authority agreed to implement should this project proceed to the final design stage.
- June 2, 2017 Progress Meeting with King Engineering Associates at the Authority's Lakewood Ranch Office.
- June 7, 2017 Authority Board of Directors accepts the Final Phase 3B Pipeline BODR and the Final Phase 3B Pump Station BODR documents.
- June 12, 2017 Project team met with Authority legal counsel to generally discuss easement acquisition processes. The Phase 3B route falls entirely on County-owned property and so it is not envisioned that private easement acquisition will be necessary. This meeting was more a perfunctory opportunity to meet with counsel to advise them on the overall status of the project and confirm the current understanding of overall easement needs.

- June 23, 2017 King Engineering presented the compressed vertical profile for the pipeline, known in the industry as an “EKG” because it resembles a graph similar to the up and down pattern reflected in a heartbeat monitor. This tool is used to determine the relative high and low points of the pipeline which govern the installation locations for pipeline air relief valves and blow offs.
- July 3, 2017 Project team made the decision to case the 3B pipeline where it crosses from the west to the east side of the 100 foot right-of-way strip which serves as an alternate access route to the landfill from Clark Road. This will better ensure that the pipeline will be unaffected in the future should this transportation corridor door be developed.
- July 11, 2017 Transmitted Copies of Final Phase 3B Pump Station and Pipeline BODRs to FDEP point-of-contact.
- July 18, 2017 Site visit with SWFWMD staff and staff from their 3rd party reviewer, CDM.
- July 25, 2017 Met with project team at King’s Tampa Offices to view mechanical pipe joint coupling hardware alternatives and listen to technical presentation by Northwest Pipe Inc. about their products for use in this project.
- August 18, 2017 Consultant reviewed the design specifications for the County’s CS-03 slide gates that will hold back water during the constructed crossing of the main north-south Dona Bay conveyance channel. The team found that these gates would be acceptable to hold back the full channel height of water during construction.
- August 18, 2017 Consultant developed an analysis of the comparative cost and difficulty of construction corridor width through wetlands. A more narrow path adds construction complexity but impacts fewer wetlands and costs less from a mitigation standpoint. Authority staff directed Consultant to utilize the most narrow practical path possible through the wetlands (30-feet wide). The expected net construction cost impact of this decision was under \$10,000.
- August 30, 2017 Met with SWFWMD staff, King Engineering staff and CDM staff at SWFWMD’s Tampa office to review 3rd party review comments on the Phase 3B Interconnect Pipeline BODR.
- September 14, 2017 Consultant delivered 60% design drawings to Authority staff.

- September 20, 2017 Authority staff delivered review copies of 60% Design Package to Sarasota County Utility Staff as well as the Solid Waste Department since the project is constructed on lands which fall under their purview.
- September 20, 2017 SWFWMD shared final 3rd party review of the Phase 3B Pipeline Interconnect BODR with Authority staff.
- September 27, 2017 Tentatively scheduled to submit Army Corps of Engineers permit application for the project
- October 9, 2017 Submitted Army Corps of Engineers permit application for the project.
- October 10, 2017 Authority staff received draft project technical specifications from King Engineering.
- October 10, 2017 Project team reached consensus on approach on the design approach in the area of the CS-03 flow way in deciding not to rely upon the County weir structure for upstream channel flow control. The design concept will include a double sheet pile wall on either side of the excavation – this reduces risk to the County structure and the pipeline construction project.
- October 23, 2017 FDEP project manager indicated receipt and acceptance of the 60% design package.
- October 23, 2017 Sarasota County Stormwater Department indicated they had no comments on the plans.
- October 30, 2017 Sarasota County Solid Waste Department provided review comments on the 60% Design Plans.
- October 30, 2017 Project team noted discrepancies in the CDM 3rd party review cost estimate document to SWFWMD project manager, however, these discrepancies did not result in a material difference to the estimate.
- November 6, 2017 Project team is coordinating with the Sarasota County Solid Waste Department to insure that the casing design for the pipeline under the haul road is sufficient to handle loading of loaded articulated dump truck traffic.
- November 8, 2017 Received feedback from Sarasota County Transportation Department of a future roadway that could cross the pipeline and the project team is working on design changes to reflect a casing in

this area so that the roadway could be built over the line without impact to the pipeline.

- November 14, 2017 Project team scheduled a site visit to Sarasota County Pump Station No. 5 for December 4th to view the site with the intent of possibly coordinating flushing and disinfection between the Authority's Phase 3B and the County's 24" pipelines.
- November 17, 2017 King Engineering provided the final Geotechnical Exploration Report for the pipeline route.
- December 4, 2017 The project team toured Sarasota County Pump Station No. 5 to better understand how the Phase 3B project needs to integrate with the County water system.
- December 6, 2017 In a meeting with County personnel the request was made to add fiber optic conduit along with the pipe to give the County the flexibility of pulling in fiber cables for communications/data in the future. Authority staff conferred this direction to the King project team.
- December 28, 2017 Sarasota County personnel (Planning & Development Services/Environmental Protection Department) advised that utility work is exempt from tree permitting except for "Grand Trees" (trees of exceptionally large trunk diameter). There is one such tree along our planned route and the project team is considering the various options.
- January 4, 2018 The King project team provided the Authority with 90% Design documents. Authority staff began their internal review.
- January 12, 2018 The project team coordinates specifications for the requested fiber optic conduit to be buried coincident with the pipeline.
- January 18, 2018 The project team is preparing to submit the ERP permit application to FDEP and has requested a permit application fee check.
- January 22, 2018 Consistent with our intent to prequalify contractors for this project, staff is reviewing the draft Request for Statements of Qualifications developed by King Engineering. It is anticipated that this process will commence shortly culminating with a list of approved contractors being presented for the Board's consideration in April 2018.
- January 23, 2018 Delivered 90% Design Documents to Sarasota County, FDEP and SWFWMD for review.

- February 1-6, 2018 Began coordination with Water Supply Authority legal counsel on easement matters.
- February 9, 2018 Published advertisement constituting the Invitation to Submit Statements of Qualifications for Contractor Prequalification for the Phase 3B Pipeline.
- February 16, 2018 Issued Addendum # 1 to the Invitation to Submit Statements of Qualifications under the Contractor Prequalification effort which began on February 9th.
- February 16, 2018 Received review comments from Solid Waste Department that included corrective notes on about a dozen sheets, clarification of soil/fill management expectations, locations for contractor staging areas and access instructions. Solid Waste also expressed caution about potential land use issues that could be associated with truck/contractor access from SR 72 (Clark Road). Finally, they reminded the team of the private property owner who has an easement over county lands that we will need to cross to build the pipeline (*note, this is the same issue was addressed in the earlier bullet reflecting activity from February 1st -6th).*
- February 27, 2018 Issued Addendum # 2 to the Invitation to Submit Statements of Qualifications under the Contractor Prequalification effort which began on February 9th.
- March 1, 2018 Received notice of “no comments” from the Sarasota County Stormwater Department, but they had been copied on the earlier Solid Waste Department’s comments and so had been fully integrated into the discussions from that Department’s review.
- March 1-2, 2018 Sought and received confirmation from the County Solid Waste Department regarding areas it would be suitable for the pipeline contractor to stage from without impacting County operations on the site.
- March 2, 2018 Review meeting with Sarasota County Utilities. The project team was notified that the County intended to construct a 30-inch diameter interconnecting line. The terminal end assembly had originally been sized for 24-inch diameter pipe. The project team indicated they would likely increase the Water Supply Authority pipe to match but needed to discuss with other stakeholders first. The group also discussed options for dealing with a ‘grand tree’ that had been identified along the project route and decided it would be best to schedule a follow-up meeting with County

Natural Resources personnel and involve them in the decision process.

- March 12, 2018 Received prequalification SOQ packages from perspective contractors.
- March 13, 2018 Received FDOT permit for construction along Clark Road (SR 72).
- March 20, 2018 King Engineering develops a letter of recommendation regarding contractor prequalification and Authority posted the Notice of Intended Decision on its website indicating that all five (5) of the Prime Contractors who submitted packages were deemed suitable and recommended they all be approved as Prequalified.
- April 4, 2018 Authority Board of Directors accepts and approves list of prequalified contractors to include (listed alphabetically):

Felix Associates	Stuart, Florida
Garney Construction	Clearwater, Florida
Reynolds Construction	Pompano Beach, Florida
Westra Construction	Palmetto, Florida
Woodruff & Sons	Bradenton, Florida

- April 11, 2018 FDEP issues draft ERP permit.
- April 11, 2018 Project team meets with Sarasota County environmental manager James Dieroff to discuss possible alternatives for the Grand Tree identified along the route.
- April 18, 2018 Project team identified that expected detail regarding mitigation appeared to be missing from the FDEP draft ERP permit, contacted FDEP to discuss and through discussion realized coordination issues stemmed from submittal of the entire BODR, which included all possible routes considered as supplemental information. Project team promised to send revised supplemental information more finely tuned to the selected route that is needed to update the draft ERP by the end of the month.
- April 24, 2018 Project team provides U.S. Army Corps of Engineers permit reviewer with supplemental information requested to help clarify the many legs of the regional integrated loop system pipeline phases and segments.

- April 24, 2018 Notified County and District Project Managers that legal counsel advised resolutions be passed at the next Authority Board Meeting confirming route of the pipeline as well as necessity for need of easements to enable easement acquisition through eminent domain procedures if needed. The preferred path forward will be through amicable negotiations but underpinned by ability to avoid protracted delays if that strategy proves fruitless.
- May 4, 2018 Project team provided to FDEP suggested modifications to the draft project ERP language to clarify certain information including the selected route and mitigation details.
- May 9, 2018 At regularly scheduled professional staff meeting, Authority staff conferred with Sarasota County staff about the above-described easement acquisition plan and the value in scheduling a project update/progress meeting for various key County staff.
- May 9, 2018 Project team met with newly assigned Army Corps permit reviewer to provide a briefing on the project.
- May 10, 2018 Submitted Grand Tree Permit application to Sarasota County.
- May 11, 2018 Army Corps permit reviewer initiates contact with adjacent property owners (this is an important part of their permitting process).
- May 16, 2018 At prompting from County Engineering Consultant Kimley Horn, provided updated hydraulic residence time calculations as developed by King Engineering for the Phase 3B design inclusive of the final pipe sizes/lengths selected.
- May 24, 2018 A meeting was conducted with the single private property interest along the route to provide information, assurances and discuss accommodation of needed permanent and temporary construction easements over property owner's existing ingress/egress easement. The meeting was cordial and a mutually agreeable and amicable path forward was planned.
- May 25, 2018 Army Corps of Engineers publically noticed the project which is a precursor step to permit issuance. The deadline for comments is June 18, 2018.
- June 19, 2018 Negotiated FDEP concurrence to utilize credits from the Myakka Mitigation Bank for this project as there was no other viable options close by.

- June 26, 2018 Submitted Water Main Construction Permit application to the Sarasota County Health Department.
- July 2, 2018 Project team discusses how to best feed fiber optic through casing pipes along with the carrier pipe.
- July 6, 2018 Received direction from Sarasota County Real Estate Department on County expectations for temporary construction and permanent utility line easements.
- July 10, 2018 Received appraisal for Houghtaling access rights, they are of nominal value which would have been useful for condemnation but with amicable negotiations proceeding to cooperatively use the 100' wide strip of land with Mr. Houghtaling, this fact may be immaterial.
- July 12, 2018 Received Sarasota County Department of Health permit for the project.
- July 17, 2018 Participated in meeting with Sarasota County Utility staff on coordinating the Phase 3B pipeline with the County's line from Pump Station No. 5. The group also discussed the inclusion of several casings for possible future roadways. The consensus was that this is good insurance, if the roads are ever built, we will be ready for them, otherwise there might be a need for service interruption in the future to accommodate roadway construction.
- July 18, 2018 Published notification of ERP and ERP Modification.
- July 23, 2018 Submitted RAI # 1 response to the Army Corps of Engineers.
- July 27, 2018 Met with Sarasota County Real Estate Department to give a presentation on the project to provide background for the multiple easements we will be seeking from the County.
- July 30, 2018 Shot aerial drone footage of the project route to use in discussions with County staff.
- August 6, 2018 Received direction from Sarasota County to make a presentation to the County Solid Waste and Stormwater Departments to keep them informed about the pipeline project, to help them understand how it might impact their operations and to solicit suggestions for ways to improve the project.
- August 13, 2018 Met with Authority legal counsel to discuss upcoming contract preparation work.

- August 22, 2018 Met with personnel from the County Stormwater and Solid Waste Departments to present an overview of the pipeline project and solicit feedback/suggestions.
- August 29, 2018 Authorized use of contingency funds to prepare temporary construction and permanent easements descriptions and sketches requested by Sarasota County Real Estate Department.
- September 10, 2018 Army Corps of Engineers staff contacted King Engineering for supplemental wetland mapping information.
- September 10, 2018 Project team realized that the proposed solar powered automated access gate to be installed to protect Mr. Houghtaling's driveway needs to be moved south about 250 feet to reach an area that is sufficiently free of trees so that the solar panels would be assured to receive adequate sunlight.
- September 13, 2018 Army Corps of Engineers staff requested copies of the FDEP ERP permit which had been granted.
- September 18, 2018 Revised project schedule to show tentative hold on bidding until May 2019 to allow time for the County's water main design to progress to a point where we can better assure both pipelines will be completed at about the same time (early 2021).
- September 19, 2018 Received draft US Army Corps of Engineer's permit.
- October 9, 2018 Returned US Army Corps of Engineer's permit executed with no objections.
- October 10, 2018 Remitted payment in the amount of \$11,830 to the Myakka Mitigation Bank, LLC for 0.07 offsetting Palustrine Freshwater Forested credits for pipeline impacts.
- November 8, 2018 Joined with County staff for a public meeting at the Lakeview Elementary School to discuss the Phase 3B Interconnect Project and the County's proposed pipeline connecting to Phase 3B with interested citizens.

***PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
December 5, 2018***

**ROUTINE STATUS REPORTS
ITEM 4**

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

Project Status Report

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

Date: December 5, 2018

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 deliver up to 4-million gallons per day (mgd) of regional finished water to the City's Shell Creek Facility and to receive up to 2-mgd from the Shell Creek Facility. The estimated project cost is \$12-million.

The project scope includes:

- Approximately 6.3 miles of a minimum of 24-inch diameter pipeline
- A subaqueous crossing of Shell Creek by Horizontal Directional Drilling (HDD)
- Metering/SCADA and telemetry at connection facilities
- Need for pumping and storage facilities (evaluated during design)
- Conceptual route(s) (evaluated during design).

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, south along Three Rivers Road adjacent to an abandoned railroad corridor, and across Shell Creek to the City's Shell Creek WTP.

Current status

The Phase 1 Interconnect was Board approved for Design by King Engineering Associates, Inc. (King) on February 25, 2016. Bids were solicited from pre-qualified contractors (6) on October 4, 2018. The Bid Opening was held on November 7, 2018, five of the six, pre-qualified bidders submitted bids. The apparent low bidder is Reynolds Construction with a bid price of \$8,228,000. On June 22, 2018 eminent domain proceeding were initiated for certain easement properties. Negotiated settlement agreements are anticipated to be reached for these properties this year, finalizing the property acquisition for the Project. The Authority anticipates taking award of a Construction Contract, and the Engineer's Work Order for Construction Phase

Services to the Board in late CY 2018. The Phase 1 Project is currently on schedule and on budget.

Project History Briefing

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

Date: December 5, 2018

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 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.

- February & March 2017 - The Board approved King's Work Order 2 for 'Design, Permitting and Bid Phase Services at the February 1, 2017 Board Meeting. King was issued the Notice-To-Proceed for Work Order 2 on February 10th. A Kickoff Meeting for the Design Phase was held on February 15th.

On March 1st a meeting was held with King, the Authority and the president of the Three Rivers Home Owners Association to discuss the proposed horizontal direction drilling (HDD) alignment at Shell Creek. The Three Rivers HOA does not have any issues with the proposed HDD alignment passing under the HOA's boat ramp property located on the north side shore of Shell Creek, downstream of the Hendrickson Dam. Additionally, King has been in communication with private property owners along the proposed (HDD) route at Shell Creek where easements may be required.

On March 6th an Operations Coordination meeting was held with the City of Punta Gorda at the Shell Creek Facility (SCF). Discussions focused on the Phase 1 Interconnect connection at the SCF, use of proposed pumps in the existing clear well to be dedicated to the Phase 1 Interconnect (for pumping flows south to north), communications from the new meter station to the SCF via fiber, and power for the new meter station.

- In March geotechnical boring were performed in and around Shell Creek for the proposed horizontal direction drilling subaqueous crossing of Shell Creek. The dam transects survey for the HDD alignment was also completed. Identification, collection of information and

survey of environmental sensitive areas is underway for permitting in the vicinity of Shell Creek.

During this period King has completed the majority of the topo survey of the Phase 1 Interconnect alignment. King provided proposed plan drawings of the alignment to other utility providers along the Phase 1 route to coordinate and identify potential infrastructure conflicts. The Project design drawings are 30% +/- complete. Currently, the Project is on time and on budget.

- April & May 2017 - Project Progress Meetings were held on April 25th and May 10th and attended by King the Authority, SWFWMD (April) and the City of Punta Gorda (April). Geotechnical Work for the Shell Creek Horizontal Direction Drilling (HDD) crossing was completed in May. King is currently refining the HDD alignment across Shell Creek. When the HDD alignment is selected, a bathymetric survey of the proposed alignment and the mean high water survey will be performed.

King's land agent met with property owners and representatives of the Three Rivers Home Owners Association on May 16th to discuss potential easements for the Phase 1 Pipeline alignment/HDD at Shell Creek.

King and the Authority met with the FDEP regarding pre-application for the Environmental Resources Permit (ERP) on May 16th. On May 24rd King and the Authority met with the U.S. Army Corps of Engineering (ACOE) regarding pre-application for the ACOE Permit for the entire proposed pipeline alignment.

This period topographic survey for the Phase 1 Interconnect alignment was completed. Survey of subsurface utilities, was also completed. Additionally, survey of environmental sensitive areas for permitting was completed. King submitted proposed design drawing for the pipeline route with profiles. The project design drawings are 50% +/- complete. Currently the project is on budget and schedule.

- June & July 2017 - On June 20th a Project Progress Meetings was held and attended by King the Authority and SWFWMD. King reviewed pipeline plan and profile, and meter station progress, drawings. Engineering evaluations regarding pipe selection (wall thickness and corrosion control) were discussed. Additionally, the proposed table of contents for Project Specifications was reviewed.

On April 10th the Authority requested an Amendment to the SWFWMD Cooperative Funding Agreement (CFA) to the revise the Contract Period Schedule. On June 13th SWFWMD returned the Amendment to the Agreement for signature by the Authority. The Authority returned signed the Amendment to SWFWMD on June 19th.

The draft USACOE permit and FDEP ERP permits have been drafted by King sub-consultants and are under review by King Engineering.

This period the Tidal Study at Shell Creek was accepted by the FDEP (May 23, 2017). King

has also completed the Bathymetric Survey for the proposed Horizontal Directional Drilling (HDD) alignment across Shell Creek.

On June 12th, King and their Land Agent (FLAA) and the Authority met with General Counsel/Manson Bolves Donaldson P.A. to discuss property procurement for the pipeline alignment at Shell Creek. Easement documents, and legal descriptions and sketches, are being developed.

The Phase 1 Project design is approximately 60% complete. The Project is currently on budget and schedule.

- August & September 2017 - On August 11, 2017 a Project Progress Meetings was held and attended by King and the Authority to discuss operations parameters for the Phase 1 Interconnect. Meetings are scheduled with the City of Punta Gorda and Desoto County to discuss control strategies at the Shell Creek Water Treatment Plant and the Desoto County South Booster Station for inclusion in Kings 60% design submittal.

The USACOE permit application was submitted on September 5, 2017. The Florida Department of Transportation permit application for the Phase 1 alignment will be submitted in early October. The Florida Department of Environmental Conservation Environmental Resources Permit (ERP) is on schedule to be submitted subsequent to the 90% design in December 2017.

Sketches and legal descriptions have been completed for all property owners along the Horizontal Direction Drilling (HDD) alignment on both sides of Shell Creek. Estimated costs for permanent and temporary utility easements have been established for discussion with the property owners. Currently the Authority and General Counsel (Manson, Bolves, Donaldson, P.A.) and King are coordinating to secure easements on private property under Shell Creek and on state owned submerged lands as required to obtain the Sovereignty Submerged Lands easement (SSL). The bathymetric survey for the HDD alignment will be scheduled subsequent to obtaining private property easements and the state SSL easement at Shell Creek.

King submitted the 60% design (drawing, specifications and revised opinion of construction cost) to the Authority for review. The project and is currently on budget and schedule.

- October & November 2017 – On September 27, 2017 an Operations Coordination meeting was held with the City of Punta Gorda to discuss the Meter Station control valve, and valving that will be installed on the Shell Creek WTP site. On October 3, 2017 the 60% design was submitted to the FDEP, which was subsequently was found to be acceptable by the FDEP. On October 5, 2017 the 60% design was submitted to the SWFWMD which was subsequently found to be acceptable. On October 24, 2017 the 60% design meeting was held with King and the Authority. On October 31, 2017 King submitted the Pipe Wall Thickness Memo for the Phase 1 pipeline. King also completed the bathymetric survey for the Shell Creek HDD crossing in October.

On November 21, 2017 King submitted the FDOT Permit Application for Phase 1. Property acquisition work continued. The FDOT Permit application was submitted. The FDEP ERP application is anticipated to be submitted in December. King is currently developing the 90% design submittal. The project is on schedule and on budget.

- December 2017 & January 2018 – On December 5, 2017 a meeting was held with Charlotte County Public Works to discuss Right-of-Way Permitting requirements for the Phase 1 Project. On December 13, 2017 King submitted the 90% Design Documents which were distributed to the SWFWMD, FDEP, City of Punta Gorda and Desoto County. King also completed hydraulic and transient modeling for the Phase 1 Interconnect. On December 28, 2017 the Environmental Resource Permit application was submitted to the FDEP. The Application included the Application for Authorization to Use State-Owned Submerged Lands at the Shell Creek crossing. All above permit application are under review by the respective agencies. The Gopher Tortoise Relocation Permit Application is anticipated to be submitted to the Florida Fish and Wildlife Conservation Commission in February. The Phase 1 Interconnect Project is on schedule and on budget
- February and March 2018 – King submitted the Phase 1 Interconnect 90% Design Documents on December 13, 2017. A Project Progress Meeting was held with King Engineering on February 12, 2018 to review the updated 90% Design Documents and to discuss permitting and land acquisition status.

On February 9, 2018 the Authority advertised Request(s) for Statement of Qualifications (RFSOQs) for Phase 1 Prime Contractors and Phase 1 Horizontal Directional Drilling (HDD) Subcontractors. The RFSOQs were advertised in local newspapers and posted on the Authority Web Page. On February 23, 2018 the Authority held a meeting with King Engineering to review and discuss Contractor written questions and Authority responses, regarding the RFSOQs. Two addendums for the RFSOQs were posted on the Authority Web Page on February 16, 2018 and February 27, 2018. The Authority received seven SOQs for Prime Contractors and five SOQs for HDD Subcontractors by the March 12, 2018, 2:00pm deadline. From March 12-19 SOQ submittals were evaluated. On March 15, 2018 King and the Authority met to discuss Contractor SOQs. King submitted a Memorandum on Contractor Prequalification in recommendations on March 19th. On March 20, 2018 the Authority posted a Notice-of-Intended-Decision on prequalified Prime Contractors and HDD Subcontractors on the Authority website.

The Application for the FDEP Environmental Resource Permit/State Owned Submerged Lands (SSL Easement) was submitted to the FDEP by King Engineering on December 28, 2017. To date the following actions have been taken:

- February 16, 2018 the FDEP Posted Permit 359802-001 on the FDEP Web Page.
- February 20, 2018 and March 1, 2018 King and the Authority held conference calls to discuss responses and clarifications of the posted permit
- March 1, 2018 King posted permit responses/clarifications on the FDEP Web Page
- March 1, 2018 the FDEP responded that a permit modification was required to address the HDD subaqueous route at Shell Creek.

- March 6, 2018 King and the Authority's Attorney held a conference call with the FDEP to discuss the Sovereignty Submerged Lands (SSL) Authorization associated with the Permit.
- March 7, 2018 King submitted /posted the permit modification application.
- March 9, 2018 FDEP noticed that they were in receipt of the permit modification application (359802-002) and the modification is under review.

The FDEP ERP 359802-002 is anticipated to be received by April 1, 2018.

The Phase 1 Gopher Tortoise Permit No. GTC-18-00072 was issued to the Authority on March 20, 2018.

The FDOT permit application (assigned Permit No. 2017-H-197-8) is still under review. We anticipated receiving the permit by May 1, 2018.

The Smith Property - Temporary Construction Easement, and Smith Property - Non-Exclusive Waterline Easement, were recorded in Charlotte County on March 7, 2018. King Engineering is currently having the remaining Phase 1 Interconnect easements (9) appraised for upcoming negotiations with property owners for prospective easements.

On March 21, 2018 a coordination meeting was held with King, the City of Punta Gorda and the Authority at the Shell Creek Water Treatment Plant (SCWTP) to discuss flushing and disinfection of the proposed Phase 1 Interconnect from the south side of Shell Creek to the SCWTP. The Phase 1 Interconnect Project is on schedule and budget.

- April and May 2018 – On April 4, 2018 the Board approved Contractors who prequalified based on review of their Statements-of-Qualification by King and the Authority. This included 6-Prime Contractors and 5-HDD Subcontractors.
 - Prime Contractors included: Felix Associates, Garney Construction, Metro Equipment Service, Reynolds Construction, Westra Construction, and Woodruff and Sons.
 - HDD Subcontractors included: Atlas Trenchless, DBE Utilities, ECI Drilling, MAXX HDD, and TB Landmark.

During April the Appraiser for King completed appraisals 6-easements. Subsequent to obtaining the appraisals Statement of Offer Packages were transmitted to 5-property owners for easements along the Phase 1 Pipeline alignment. On April 4th a meeting was held with King, Authority Attorneys (teleconference) and the Property Appraiser. On April 9th a meeting was held with King and FLAA (Land Agent) to discuss easements. On May 3, 2018 a meeting was held with King (teleconference) and Authority Attorneys to discuss strategies for obtaining required easements.

On April 13th the Drinking Water General Permit application was submitted to the FDEP. The FDEP reviewed and stated that a Drinking Water Specific Permit was required for the Phase 1 Project. On April 18th the Drinking Water Specific Permit application was submitted to the FDEP.

Phase 1 Permits to Date:

- Gopher Tortoise permit issued March 20, 2018
- USACOE permit issued March 28, 2018
- FDOT Permit issued April 11, 2018
- FDEP ERP/SSL –May 2018
- FDEP Drinking Water Specific Permit – May 2018

King submitted a Flushing and Disinfection Memo for the Phase 1 Interconnect on April 17, 2018.

The FDEP ERP 359802-002 is anticipated to be noticed in early May.

Property Acquisition / Easements

All property owners along the Phase 1 Interconnect alignment have been contacted.

- South Side of Shell Creek – easements have been obtained
- Shell Creek (properties in water) – Two property owners have been sent Statement Offer Packages
- North Side of Shell Creek – Three property owners have been sent Statement Offer Packages
- Desoto County – One easement, anticipated to be obtained in May.

The Phase 1 Interconnect Project is on schedule and budget. The Authority continues good faith negotiations with property owners for easements.

- June and July 2018

Permits:

On May 14, 2018 the FDEP ERP was advertised for Notice for 14-days. On May 28, 2018 the FDEP ERP was obtained by the Authority. On May 25, 2018 the FDEP Drinking Water Specific Permit was obtained by the Authority. Permits required to be obtained by the Owner have been acquired. These include the FDOT, FDEP ERP, FDEP Drinking Water, USACOE, and Gopher Tortoise, permits.

Easements and Property:

On May 30, 2018 a conference call was held with the Authority, King and Manson Group to discuss strategies to obtain easements. The Authority continues good faith negotiations with two property owners for easements. On June 22, 2018 Eminent Domain proceedings for easement takings, on four properties, were filed with the Circuit Court of Charlotte County. The Berkman Land Trust offered to sell two land parcels in lieu of selling an easement. These parcels are located on the north side of Shell Creek on both the west (pipeline alignment) and on the east side of the City Punta Gorda Reservoir dam. Both parcels are adjacent to the dam, the west parcel includes approximately 40 acres and the east parcel includes approximately 17 acres

Bidding Documents:

King Engineering submitted the Phase 1 Project draft Bidding Specifications to the Authority on June 8, 2018, and are currently under review by the Authority.

Schedule:

The Authority currently anticipates bidding the Phase 1 Project in mid-September and taking the Construction Contract and the Engineer's Work Order for Construction Phase Services to the Board in December for approval. The Phase 1 Interconnect Project is on schedule, pending favorable easements acquisition, and on budget.

- August and September 2018

Easements and Property:

On August 23, 2018 a site visit /meeting regarding (Shell Creek Crossing) properties was conducted with the Authority Attorney to discuss outstanding easements.

Due to title complications with the Berkman Land Trust parcel on the east side of the Punta Gorda Reservoir Dam the Authority is only pursuing the purchase of the Land Trust parcel on the west side of the dam which coincides with the Phase 1 Pipeline alignment. On June 22nd Eminent Domain proceedings for easement takings, on four properties were filed with the Circuit Court of Charlotte County. The Authority continues good faith negotiations with these property owners.

Bidding Documents:

King Engineering submitted the Phase 1 Project draft Final Bidding Documents to the Authority on September 4, 2018. Documents are currently under review by the Authority.

Permit Summary

The following permits have been obtained for the Phase 1 Interconnect - FDEP-ERP, FDOT Utility Permit, USACOE Nationwide-12, FWC Gopher Tortoise, and FDEP Permit to Construct Drinking Water System.

SWFWMD:

On August 15, 2018 the Authority requested a Second Amendment to the funding Agreement No. 15C00000052.

Schedule:

The Authority currently anticipates soliciting bids from pre-qualified contractors this fall and award of the Construction Contract, and the Engineer's Work Order for Construction Phase Engineering Services, late this CY or early CY 2019.

- October and November 2018

Easements and Property:

On June 22nd Eminent Domain proceedings for easement takings, on four properties were filed with the Circuit Court of Charlotte County, Case No. 2018-CA-000581. The Authority anticipates reaching negotiated settlements for these properties, via Stipulated Order of Takings – Final Judgement in CY 2018. The Stipulated Settlements include three (3) Permanent Utility Easements and three (3) Temporary Construction Easements collectively. Based upon a favorable outcome, this will finalize property acquisition for the Project. The

total cost (including filing fees) for the easements in Case No. 2018-CS-000581 has been negotiated for \$171,717.50.

The land purchase (Pin#402420151002 approximately 40-acres) from Jackowitz and Berkman Land Trust, for \$10,000, in lieu of a Permanent Utility Easement parcel purchase was recorded with Charlotte County on October 11, 2018.

The parcel purchase for a Permanent Utility Easement from Walmart Stores was recorded in Desoto County on October 17, 2018. The purchase cost is \$2,600.

Bid Phase:

King Engineering submitted the Phase 1 Project Final Bidding Documents to the Authority on October 1, 2018. On October 4, 2018 Bid were solicited from pre-qualified bidders. The Mandatory Pre-Bid Meeting was held on October 11, 2018. On October 25 Addendum 1 was posted on the Authority web page. The Bid Opening was held on November 7, 2018, five of the six pre-qualified bidders' submitted bids. The apparent low bid was submitted by Reynolds Construction with a bid price of \$828,000. King Engineering reviewed Contractor bid submittals, and prepared a bid tabulation and letter of recommendation for Award of the Construction Contract for Phase 1 Project, dated November 14, 2018. Subsequent to negotiation, King's Work Order 3 for Construction Phase Services, at a price of \$897,470 was finalized and submitted on November 15, 2018.

Permit Summary

The following permits have been obtained for the Phase 1 Interconnect - FDEP-ERP, FDOT Utility Permit, USACOE Nationwide-12, FWC Gopher Tortoise, and FDEP Permit to Construct Drinking Water System.

SWFWMD: (N416) Agreement

On October 4, 2018 the Authority Web Page link, for the Phase 1 Bid Documents, was emailed to SWFWMD. On October 9, 2018 SWFWMD approved the Second Amendment to the funding Agreement No. 15C00000052. The amendment addressed the Project Schedule.

FDEP: (LP08032) Agreement

The FDEP Funding Agreement was amended in October to adjust the Project Schedule. On October 4, 2018 the Authority Web Page link, for the Phase 1 Bid Documents was emailed to the FDEP.

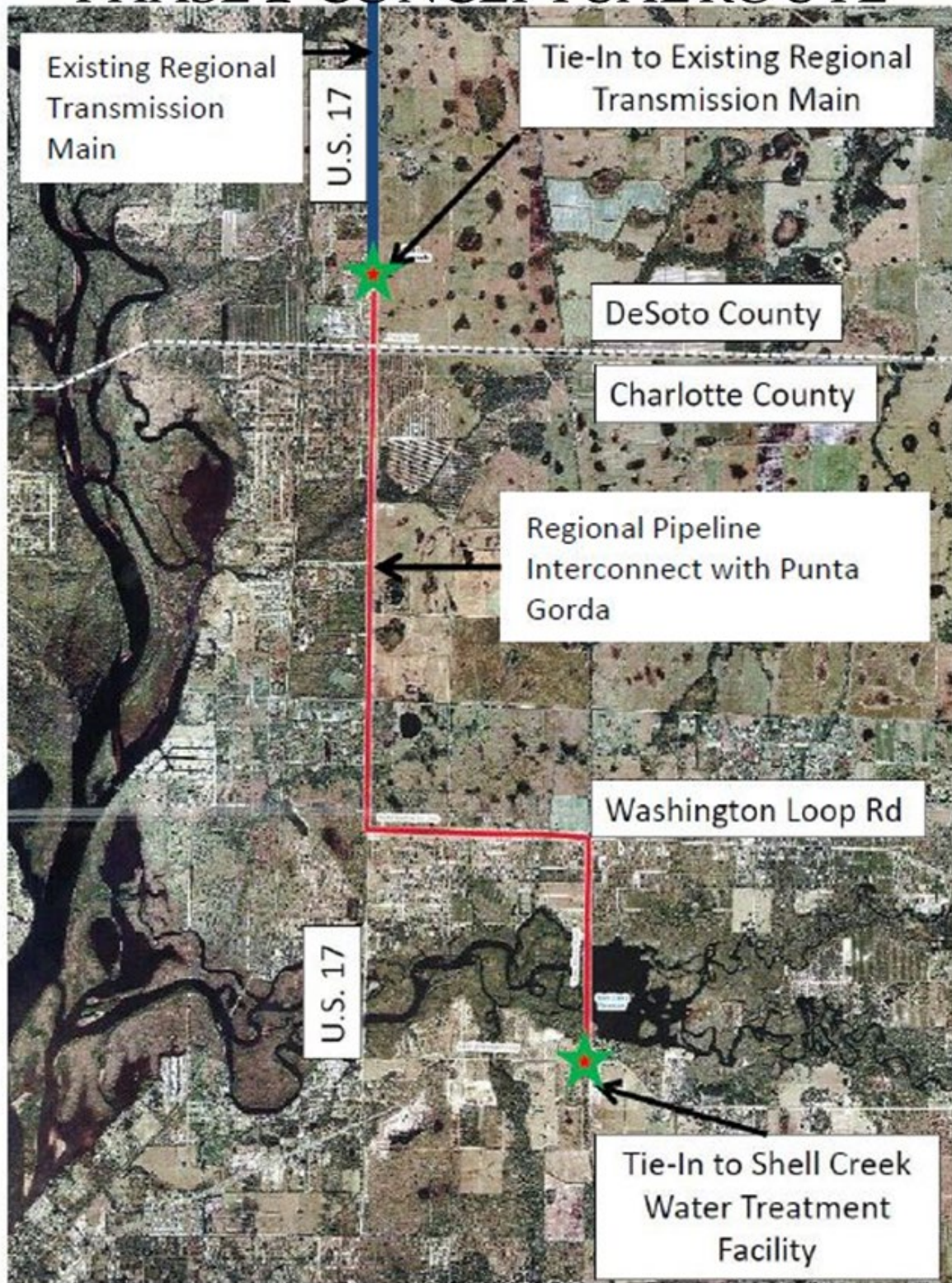
On October 18, 2018 the following was forwarded to FDEP

- a list of approved permits (Owner secured)
- a list of permits to be obtained by the Contractor
- newspaper notices for Invitation to Bid
- Invitation to Bid

Schedule:

If construction contract, engineering services work order and land costs are approved at the December 5th Board meeting, it is anticipated that the Notice-to-Proceed will be issued to Reynolds (for construction) by mid-January 2019. The Phase 1 is scheduled for completion in the spring of 2020. The Phase 1 Interconnect Project is on schedule and budget.

PHASE 1 CONCEPTUAL ROUTE



***PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
December 5, 2018***

**ROUTINE STATUS REPORTS
ITEM 5**

Partially Treated Water Aquifer Storage and Recovery Project

Project Status Report

Project: Partially Treated Water Aquifer Storage and Recovery

Date: December 5, 2018

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

Cycle testing began in February 2017 and was completed in January 2018. Data collection associated with the test was completed in early February. Staff made presentation to the Board on July 25, 2018 recommending that the Authority proceed with permitting effort for partially treated water for ASR on wellfield 2. Final report on the testing was delivered to the Authority on August 11, 2018. Meeting with FDEP Tallahassee permitting staff to discuss PTW ASR in the permit application was conducted August 16th and a written clarification of the application was provided to the FDEP on August 23. Currently awaiting FDEP action on including partially treated surface water as an option for recharge and storage in the Authority's ASR Operation Permit.

Project History Briefing

Project: Partially Treated Water Aquifer Storage and Recovery

Date: December 5, 2018

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.
- February 2017 Installation of piping and pumping equipment was completed and background water quality monitoring was completed the week of February 6th and testing (recharge cycle) was initiated on February 9, 2017. An intensive data collection effort in nearby monitor and ASR production wells is ongoing. Recharge rates are averaging approximately 0.7 MGD, and 1.3 MGD into ASR wells S-4 and S-20 respectively.
- March 2017 The recharge portion of this cycle in the testing was completed on March 9, 2017. Total volume of water pumped from Reservoir 1 into S-4 and S-20 was about 60 MG. Storage and recovery portions of the testing are ongoing, as are associated data collection efforts.
- April 2017 Recovery portion of the pilot test was ceased on April 10, 2017 after recovering approximately 26 MG from Testwells S-4 & S-20 (total) in order to enable full scale recovery operations in ASR Wellfield 2. Data collection efforts supporting the pilot testing operations continued.
- May 2017 Data collection efforts associated with the test continued, and analysis of test data is underway to aid in refining the test procedure for Cycle 2 (probable timeframe mid-summer 2017). Authority and CH2M staff met on May 25th to discuss test results and plan Cycle 2 testing.

- June 2017 Authority requested test revision from FDEP on June 22, 2017 to conduct extended cycle 2 in lieu of two separate shorter cycles to complete the pilot testing program. FDEP approval received on June 27, 2017 for the extended cycle. Data analysis from Cycle 1 is ongoing. Preparing for initiation of Cycle 2 (extended) in early July. Authority staff are working with SWFWMD staff on development of the co-funding agreement for the project.
- July 2017 Initiated Cycle 2 recharge on July 6, 2017 at initial rate of 2.6 MGD. Recharge of the entire ASR system is ongoing at this time – although the other 19 ASR wells are being recharged with fully treated drinking water. Data collection is ongoing. The test pump malfunctioned a number of times in July and was ultimately moved off-site by Xylem for re-build.
- August 2017 Re-initiated Cycle 2 recharge on August 2, 2017 at rate of 2.6 MGD. Treated water recharge of the remaining 19 ASR wells is still ongoing at this time. Met with project consultant August 29, 2017 to discuss data collection and ASR Permit Renewal. Pilot Test data collection is ongoing.
- September 2017 Recharge Cycle 2 was suspended between September 6th and September 18th due to Hurricane Irma. Recharge is ongoing and projected to continue into October. Attended Sarasota delegation Meeting September 20, 2017 to discuss funding request for the PTW ASR Project. Data collection is ongoing.
- October 2017 Recharge Cycle 2 is ongoing at a rate of about 2.0 MGD. Data collection for the pilot test is ongoing.
- November 2017 Recharge Cycle 2 was terminated on November 1, 2017 and a planned 30-day storage cycle was initiated. As part of the storage cycle all recharge to ASR wellfield 2 has been suspended. ASR Wellfield 1 recharge is continuing. The recovery cycle from test wells S-4 & S-20 is scheduled to commence in early December 2017. Data collection for the pilot test is ongoing. Test pump supplier - Xylem removed their equipment from the ASR pilot test site on November 8th & 9th.
- December 2017 Recovery Cycle 2 was initiated on December 1, 2017 and will include an approximate 30-day period of recovering water from Test Wells S-4 and S-20. Data collection effort is continuing.
- January 2018 Recovery Cycle 2 was terminated on January 2, 2018. All test equipment (pumping, piping and electrical) has been removed. Data collection and evaluation is ongoing.

- February 2018

Project Consultant is evaluating data collected during the test. On February 7th a conference call was held with the FDEP staff in Tallahassee regarding pilot test results and the renewal application for the ASR system. The renewal application must be received by the FDEP by February 23, 2018 to be considered timely. Permit expires on April 23, 2018. Renewal Application was submitted on February 21, 2018.
- March 2018

Work is ongoing regarding the data analysis from the pilot test. Authority and Consultant staff held a project meeting on March 7th to discuss ongoing data analysis and project timeframe. Completion of the Final Report for the test program is projected in April 2018.
- April 2018

Held kick-off meeting (phone conference) with SWFWMD staff & project team for co-funding. Work is ongoing but geochemical analysis is behind schedule. Draft report delayed until late May with final report projected in June.
- May 2018

Work is ongoing regarding the data analysis from the pilot test. Consultant projects draft report available May 25, 2018. Projected schedule for Board consideration of the project is July 25, 2018.
- June 2018

Continuing work to finalize pilot test report. Projected schedule for Board consideration of the project is July 25, 2018.
- July 2018

Presented results from pilot testing partially treated water ASR to the Board on 7/25. Received Board authorization to proceed with permitting of PTW ASR for WF 2.
- August 2018

Project staff met with FDEP Tallahassee regulatory staff on 8/16 to discuss test results and inclusion of PTW for ASR in WF 2 in the permit. Based on those discussions, Authority issued written clarification of the request to use PTW on 8/23. FDEP staff continuing evaluation of the application.
- September 2018

Working with SWFWMD staff to revise individual task budgets in funding agreement (without changing Agreement total budget) to reflect actual expenditures and receipt of State grant funding. Received request for additional information on ASR operation Permit application 09/28/2018. Preparing RAI response.
- October 2018

Submitted RAI response 10/12/2018. Awaiting FDEP action. Continuing work on revision of SWFWMD co-funding agreement.

***PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
December 5, 2018***

**ROUTINE STATUS REPORTS
ITEM 6**

Peace River Facility Aquifer Storage & Recovery Operating Permit Renewal

Project Status Report

Project: Peace River Facility ASR Operating Permit Renewal

Date: December 5, 2018

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

Project Description

The Authority's Peace River Facility Aquifer Storage and Recovery System Operating Permit will expire on April 23, 2018. Sumbittal by the Authority of a renewal application must be made to the FDEP by February 22, 2018 to meet timely permit renewal requirements. The existing permit covers operation of both ASR wellfields at the Peace River Facility, and also includes a "Water Quality Criteria Exemption" for mobilization of naturally occurring arsenic which is found in the limestone matrix of the storage zone in the Floridan Aquifer, so long as arsenic concentrations do not exceed drinking water standards at the boundaries of property owned or controlled by the Authority.

While the existing operating permit allows only storage of fully treated drinking water in the ASR system, the renewal application is proposed to request either storage of fully treated drinking water or storage of partially treated surface water – as is currently being pilot tested at two wells in ASR Wellfield No. 2. In addition, the FDEP is currently issuing "zone of discharge" authorizations rather than "water quality criteria exemptions" to deal with mobilization of arsenic and other parameters (such as coliform bacteria) that may exceed drinking water standards, but which are contained within an applicants property boundaries or institutional control. Preparation of the renewal application will include request for a "zone of discharge" on Authority Property for parameters identified through the pilot testing program..

Current status

The Authority's application for renewal of the ASR operating permit and issuance of a zone of discharge on Authority controlled property was submitted on February 21, 2018. Authority staff clarified application information for the FDEP in August and provided a third waiver of the timeclock for FDEP (until September 30, 2018) to complete review of the application documents. FDEP issued a request for additional information to support the permit on September 28, 2018. The Authority provided response to the RAI on October 12, 2018.

Project History Briefing

Project: Peace River Facility ASR Operating Permit Renewal

Date: December 5, 2018

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

The following information summarizes the historical milestones and key events of the Peace River Facility Water Use Permit Modification/Renewal Project.

- October 2017 Met with project consultant October 5, 2017 to discuss ASR Partially Treated Water Pilot Testing and renewal of ASR system operating permit. Authority staff and consultants met with FDEP staff in Tallahassee on October 12, 2017 to discuss the permit renewal application including authorization to use partially treated water for recharge, pending results from the ongoing partially treated water ASR pilot testing program. Application preparation is ongoing.
- November 2017 Preparation of permit application is ongoing. Partially Treated Water ASR Pilot Test ceased recharge phase November 1, 2017 and entered 30-day storage phase. Testing proposed to conclude late December to support application preparation.
- December 2017 Preparation of permit application is ongoing. Partially Treated Water ASR Pilot Test conducted an approximate 1 month recovery phase in December (water was recovered from S-4 and S-20). Recovery continued into early January. Application preparation is progressing.
- January 2018 Preparation of permit application is ongoing. Authority and consultant permit team met on January 17th to discuss the draft application. Application will include provision to operate as a partially treated ASR system.
- February 2018 On February 7, 2018 a phone conference was held with the FDEP in Tallahassee to discuss permit renewal. Consultant is working on the renewal application package. Application check for renewal fee submitted February 15, 2018. Application package submitted to the FDEP on February 21, 2018.
- March 2018 Authority provided waiver of time clock for the application to FDEP on March 22, 2018. Waiver is through June 30, 2018.

- April 2018 FDEP reviewing renewal application package. Authority and consultants working on review of PTW ASR Data for potential inclusion in application
- May 2018 Reviewing draft PTW ASR pilot test report for inclusion into ASR Application.
- June 2018 Met with SWFWMD staff in Tampa to review District comments on the draft PTW ASR Report. Provided FDEP a second waiver of the regulatory timeclock until August 31, 2018 for the ASR permit application review to allow completion of the Pilot Test report and discussions with the Authority Board
- July 2018 Met with FDEP Fort Myers staff on 7/26 to discuss ASR Permit compliance inspection. Provided tour of PRF and ASR Facilities to FDEP Tallahassee staff on 7/27.
- August 2018 On 8/16 met with FDEP Tallahassee permitting staff to discuss permit application and any clarification required for the application. On 8/20 the Authority issued third waiver of the regulatory timeclock until September 30, 2018. Authority issued clarification on the permit application to the FDEP on 8/23.
- September 2018 Received request for additional information from FDEP 9/28/2018.
- October 2018 Authority submitted RAI response to FDEP on October 12, 2018.

***PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
December 5, 2018***

**ROUTINE STATUS REPORTS
ITEM 7**

Water Supply Master Plan 2020

Project Status Report

Project: Water Supply Master Plan 2020

Date: December 5, 2018

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

Project Description

At least every five (5) years the Authority updates the Integrated Regional Water Master Plan to ensure that we understand the future needs of the region, and the probable supply sources, system improvements (such as interconnections) and operational management programs required to effectively meet Customer needs. This information is also vital to our cooperative funding partner (SWFWMD) and supports the District's 5-Year Master Plan and their financial engine used to set millage rates and apportion funding to various agency programs.

The Integrated Regional Water Supply Plan 2020 will build on the Authority's 2015 Integrated Regional Water Supply Master Plan. Topics covered will include a more detailed evaluation of the future regional interconnections, update of demand projections, current and potential future sources of supply, as well as an inventory of reclaimed water resources in the region. A prioritized listing of project opportunities will be developed including cost estimates and timetables needed for implementation. Beginning this effort in FY 2018 enable the project to be completed in a timeframe consistent to support the SWFWMD's 2020 Master Plan development effort.

HDR Engineering has been selected to complete the Integrated Regional Water Master Plan 2020. Project timeframe is 18 months (projected complete in late CY 2019) and budget is \$449,936. SWFWMD has approved 50% co-funding (\$225,000) for this project.

Current status

The Board approved a contract with HDR to complete the 2020 Water Supply Master Plan on July 25, 2018 and the Agreement was executed on August 23, 2018. A formal kick-off meeting was held on September 12, 2018. Hydraulic models of the potable water distribution system have been received for Sarasota, Manatee, Charlotte and DeSoto Counties as well as the City of North Port and Punta Gorda. Project update meetings and data gathering is ongoing.

Project History Briefing

Project: Water Supply Master Plan 2020

Date: December 5, 2018

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

The following information summarizes the historical milestones and key events of the Water Supply Master Plan 2020.

- July 2018 Board approved Agreement with HDR Engineering for completion of the Authority's 2020 Water Supply Master Plan. Cost is not to exceed \$449,936. SWFWMD co-funding up to 50% (~\$225,000) is available.
- August 2018 Professional Services Agreement with HDR was executed by all parties on 8/23/2018 and notice to proceed was issued. Data gathering is ongoing
- September 2018 Project kick-off meeting held 9/12/2018 at the Authority's Lakewood Ranch office. HDR, SWFWMD, and Authority staff were present. Data gathering is ongoing.
- October 2018 Project progress meeting held 10/26/2018 at the Authority's Lakewood Ranch office. Ongoing work includes compiling local hydraulic models into regional framework, Demand projections update and evaluation of existing facilities.
- November 2018 Ongoing work includes compiling local hydraulic models into regional framework, demand projections update, compilation of existing facilities data and evaluation of opportunities at existing facilities.

***PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
December 5, 2018***

**ROUTINE STATUS REPORTS
ITEM 8**

Peace River Basin Report

MEMORANDUM

TO: Board Members and Pat Lehman
FROM: Doug Manson, Laura Donaldson and Paria Shirzadi Heeter
RE: Peace River Basin Report
DATE: November 15, 2018

Mosaic Fertilizer, LLC- Fort Meade Mine

On September 5, 2018, Mosaic Fertilizer, LLC (“Mosaic”) applied to the Florida Department of Environmental Protection (“DEP”) for an Environmental Resource Permit (“ERP”) Modification (MMR_0076455-016) for its Fort Meade Mine. The modification application proposes changes to post-reclamation wetland shapes and acres and a request to extend the permit for an additional five years (the permit is currently set to expire on January 16, 2019). The modification application explains that all mining disturbances have been made and all mitigation required for those permitted disturbances is constructed but, in an abundance of caution, Mosaic is requesting the additional five years in order to cover the expected time needed until anticipated mitigation wetlands release. The modification application also proposes to reduce the mitigation acreage to 17.5 acres instead of the original permit’s required 33.3 acres of mitigation. This is due to a reduction of impacts made to wetlands in the project area. On September 25, 2018, DEP’s Engineering,

Hydrology and Geology Program issued a memorandum stating that an engineering review of the information provided did not reveal any engineering issues of concern.

Mosaic's Fort Meade Mine is located in Polk County and is within the Peace River Watershed.

Mosaic Fertilizer, LLC- Fort Green Mine

On August 21, 2018, DEP received an ERP modification application from Mosaic for its Fort Green Mine-West Ona Corridor Access Road (File No. 142476-079) in Hardee County. Additional information was received by DEP from Mosaic on August 28th and again on September 20th in response to a request for additional information ("RAI"). On September 21, 2018, DEP's Engineering, Hydrology and Geology Program issued a memorandum stating that an engineering review of the additional information provided did not reveal any engineering issues of concern.

The West Ona Operations Corridor is located mainly within the existing Ft. Green Mine with small portions of the pipeline corridor located within the South Pasture and Four Corners Mine areas, in Hardee, Manatee, and Hillsborough Counties. Wetlands and other surface waters within the West Ona Operations Corridor project boundary are associated with the Horse Creek, which ultimately flows to the Peace River.

Mosaic Fertilizer, LLC- Bartow Chemical Plant

On October 16, 2018, Mosaic submitted an "Initial Reassessment of the Fate and Transport Model for the Bartow South Phosphogypsum Stack System" ("Reassessment Report") (which contains updated water quality data and a reassessment of the fate and

transport model) and “Preliminary Report on Gross Alpha Particle Activity Exceedance in the Surficial Aquifer Monitoring Wells” (which shows that the measured gross alpha particle activity through the last five years is slightly higher than that measured during the initial monitoring from 2001-2006 and sets forth the steps that will be implemented in order to explain the high gross alpha particle activity trends observed) in support of its national pollutant discharge elimination system (“NPDES”) renewal application (Permit No. FL0001589-024) for its Bartow Facility in Polk County. The Reassessment Report was required to incorporate data from the monitoring well locations south of State Road 60, to project the changes in water quality at these locations due to impacts associated with the existing contaminated groundwater plume. The Reassessment Report presents an update of the water quality data through July 2018 and compares the measured data with the mass transport model that was previously prepared in 1999.

On October 26, 2018, DEP issued a letter deeming the permit renewal application complete and estimating that a notice of intent to issue permit would be issued around December 20, 2018. Operations at the Bartow Chemical Plant include production of sulfuric acid, phosphoric acid, and ammoniated fertilizer products. The receiving waters for the project’s outfalls are located within the Peace River watershed and the permit’s sampling/monitoring locations include locations in the Peace River.

Mosaic Fertilizer, LLC- Ona Mine

On November 2, 2018, Mosaic submitted to DEP for review and approval a draft deed of conservation easement and supporting documentation that would be used to

provide perpetual protection for the designated on-site “no-mine” preservation lands associated with its proposed Ona Mine (ERP Modification No. MMR_169281-018). ERP Modification No. MMR_169281-018 for Mosaic’s Ona Mine was approved on July 12, 2018 and the modification did the following: 1) replaced the mitigation provided by the Bay Systems Enhancement Project with the Offsite Peace River Preservation Area; 2) revised the on-site mitigation plan so that more of the reclaimed bay swamps are counted as mitigation; 3) updated the Payne Creek Restoration Plan to revise the post reclamation land use and incorporate a long term utility easement and temporary dragline walk path corridor; 4) revised the mining and reclamation schedules and update the waste disposal plan due to Mosaic’s decision not to construct a new beneficiation plant at the Ona Mine and instead utilize existing facilities at the Four Corners and South Pasture Mines; 5) made minor edits to the Ona Conservation Easement Template; 6) made minor edits to the Long Term Management Plan; 7) updated several conditions to match more recently issued permits; and 8) added the hydrologic evaluation report and modeling files for the Prairie Dog wetland that were inadvertently not included as part of Appendix in the original permit.

Wetlands and other surface waters within the Ona Mine project boundary are associated with Brushy Creek, Horse Creek, West Fork of Horse Creek, Hickory Creek, Oak Creek, Troublesome Creek, and the Myakka River, many of which are tributaries to the Peace River.

Mosaic Fertilizer, LLC- DeSoto Mine Update

Background:

On December 10, 2014, Mosaic submitted its ERP Application (File No. 331292-001), for its DeSoto Mine in DeSoto County, to DEP. The ERP application requested authorization to conduct phosphate mining and associated activities on 16,181 acres of uplands, wetlands and other surface waters (“OSW”) within an 18,287 acre project area and to reclaim approximately 16, 181 acres of uplands, wetlands and other surface waters following completion of the mining activities. DEP issued the ERP for the DeSoto Mine in April 2017. The proposed project includes 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 DeSoto Mine is wholly-located in northwest DeSoto County, Florida, 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.

Recent developments:

On August 2, 2018, the DeSoto County Board of County Commissioners (“BOCC”) issued a development order in which it denied Mosaic’s request to rezone 14,053.4 acres of property it owns in DeSoto County from Agriculture 10 to Phosphate-Mining Industrial. On August 14, 2018, in lieu of litigation regarding the DeSoto County BOCC’s decision denying

Mosaic's rezoning request, Mosaic submitted a letter to the DeSoto County BOCC to initiate the special magistrate process in the Florida Land Use and Environmental Dispute Resolution Act. A review of the DeSoto County BOCC's board meeting materials shows that an update was provided by the County Attorney at the September and October, 2018 meetings regarding Mosaic's request for alternative dispute resolution, but no further detail was provided in the meeting materials.

Mosaic Fertilizer, LLC- Water Use Permit

On October 26, 2018, SWFWMD received Permit Application No. 2715.022 from Mosaic. The application is for the modification of a WUP and requests an average allocation of 4.335 mgd and peak month allocation of 22.446 mgd for agricultural use. The modification requested results in a net reduction in the annual average groundwater withdrawal of 0.218 MGD; however, the proposed changes withdrawal's cone of depression moves slightly closer to the most impacted area ("MIA"). The water use is located in Polk and Hardee Counties, in the Southern Water Use Caution Area and Peace River and Alafia River Basins.

IDI Farms- CJC Farm Lake Excavation

On October 17, 2018, DEP received a response to its RAI for CJC Farms Inc.'s ERP application or its CJC Farms Reservoir Sand Mine (MMR 367285-001) (or also referred to as "CJC Farms Lake Excavation) project located in Charlotte County. The RAI was 26 pages long and identified numerous errors, omissions and items in the application that needed additional information. The ERP application is for the construction and operation of new

works and/or activities. The project will entail extracting fill dirt/sand, top soil, and shell to be hauled offsite. The lake excavation's ultimate purpose is to provide water to irrigate the large amount of crops to the north and west of the site. The proposed excavation when it is complete will create a pond totaling 49.02 acres (reclamation).

The CJC Farm Lake Excavation project and permit area totals 60.22 acres and is located within a 76.14 acre site in Charlotte County, east of SR 31. The proposed project is located within the Peace River Basin and Peace River Watershed.

ExxonMobil- Former ElectroPhos Facility

On September 6, 2018, DEP received an application to renew Permit Number FLA131512 from ExxonMobil (originally issued on March 7, 2015) for the former ElectroPhos Facility. The renewal application proposes a groundwater discharge from a closed elemental phosphorus wastewater pond that has a slurry cut-off wall and liner/cap. Current site activities include mowing, construction and maintenance of avian habitat enhancements, inspections, and monitoring related to best management practices for the site. The former Electrophos facility is located at 2500 Pebbledale Road, approximately 4 miles southsoutheast of the city of Mulberry, in southwest Polk County, Florida (located near the outer boundary of the Peace River Watershed) and consists of approximately 280 acres. The closed phosphorus wastewater pond area comprises approximately 42 acres of the site.

Sweetwater Preserve, LLC - Water Use Permit

On October 26, 2018, the Southwest Florida Water Management District (“SWFWMD”) deemed Permit Application No. 4600.009 from Sweetwater Preserve, LLC complete. The application is for the renewal and modification of a water use permit (“WUP”) and requests an average allocation of 1.943 million gallons per day (“mgd”) and peak month allocation of 11.333 mgd for agricultural use. The previous version of the WUP authorized an average allocation of 1.163 mgd and peak month allocation of 6.190 mgd. The water use is located in Hardee County, in the Southern Water Use Caution Area and Peace River Basin.

Bethel Farms, LLLP - Water Use Permit

On October 31, 2018, SWFWMD deemed Permit Application No. 1635.010 from Bethel Farms, LLLP complete. The application is for the modification of a WUP to add property and increase the permitted allocation. The application requests an average allocation of 2.966 mgd (previously 2.578 mgd) and peak month allocation of 7.715 mgd (no change) for agricultural use. The water use is located in DeSoto County, in the Southern Water Use Caution Area and Peace River Basin.

Citrosuco North America - Water Use Permit

On September 19, 2018, SWFWMD issued Permit No. 12232.004 to Citrosuco North America. The permit is a renewal of a WUP and does not increase the annual average allocation but does result in an increase in the peak month and max allocations. The permit authorizes an average allocation of 1.638 mgd and peak month allocation of 3.608 mgd



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(previously 2.866 mgd) for agricultural, industrial and commercial uses. The water use is located in Polk County, in the Southern Water Use Caution Area and Peace River Basin.