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

#### AGENDA May 30, 2018 @ 9:30 a.m.

Manatee County Administration Center Commission Chambers 1112 Manatee Ave West, Bradenton, FL

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 <u>www.regionalwater.org</u>. 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**

None.

### **CONSENT AGENDA**

- 1. Minutes of April 4, 2018 Board of Directors Meeting
- 2. Minutes of April 4, 2018 Board of Directors Workshop
- 3. Set a Public Hearing for FY 2019 Budget for July 25, 2018
- 4. Receive and File Authority Financial Reports:
  - a. Mid-Year Financial Report for FY 2018
  - b. Semi-Annual Investment Report for March 31, 2018
- 5. Approve One Year Extension to Agreement for Financial Advisory Services with First Southwest Company, a Division of Hilltop Securities Inc.
- 6. Approve One Year Extension to Agreement for Investment Banking Services with Citigroup Global Markets, Inc.
- 7. IT Support and Management Services Firm Selection

# **REGULAR AGENDA**

- 1. Water Supply Conditions Staff Presentation
- 2. Adopt 5-Year Capital Improvement Plan (CIP) and 20-Capital Year Needs Assessment (CNA)
- 3. Peace River Facility Water Use Permit Modification/Renewal (Item Moved to General Counsel's Report)
- 4. Regional Integrated Loop System Phase 3B Interconnect
  - a. Project Status Report
  - b. Resolution 2018-07, 'A Resolution Determining the Necessity to Construct a Transmission Pipeline And Appurtenant Facilities Connecting the Terminus of the Peace River Manasota Regional Water Supply Authority Delivery System from West of Sarasota County's Central County Solid Waste Disposal Complex North To Clark Road (State Road 72) in Sarasota County ("Regional Integrated Loop System, Phase 3B")
  - c. Resolution 2018-08, 'A Resolution Authorizing the Acquisition of Certain Real Property Located Within Sarasota County, Florida, To Be Used For The Public Purpose Of Constructing, Operating, and Maintaining the Transmission Pipeline And Appurtenant Facilities Connecting the Terminus of the Peace River Manasota Regional Water Supply Authority Delivery System from West of Sarasota County's Central County Solid Waste Disposal Complex North To Clark Road (State Road 72) in Sarasota County ("Regional Integrated Loop System, Phase 3B")
- 5. SWFWMD Cooperative Funding Initiative Application Procedures
- 6. 'DeSoto County Water System Assessment' Progress Report
- 7. Professional Services Contract Negotiations for 'Integrated Regional Water Supply Plan 2020'

## **BOARD DISCUSSION AGENDA**

- 1. Inventory of Water Systems within the Region
- 2. Current Business Plan Members' existing investment and methodology

# **GENERAL COUNSEL'S REPORT**

- 1. Peace River Facility Water Use Permit Modification/Renewal
- 2. CLOSED DOOR ATTORNEY-CLIENT SESSION pursuant to Section 286.011(8), Florida Statutes, to discuss settlement negotiations and/or strategy related to litigation expenditures in Polk Regional Water Cooperative v. Peace River Manasota Regional Water Supply Authority and Southwest Florida Water Management District; Polk County, Florida v. Peace River Manasota Regional Water Supply Authority and Southwest Florida Water Management District; City of Fort Meade, Florida v. Peace River Manasota Regional Water Supply Authority and Southwest Florida V. Peace River Manasota Regional Water Supply Authority and Southwest Florida V. Peace River Manasota Regional Water Supply Authority and Southwest Florida V. Peace River Manasota Regional Water Supply Authority and Southwest Florida V. Peace River Manasota Regional Water Supply Authority and Southwest Florida V. Peace River Manasota Regional Water Supply Authority and Southwest Florida V. Peace River Manasota Regional Water Supply Authority and Southwest Florida V. Peace River Manasota Regional Water Management District; City of Bartow, Florida v. Peace River Manasota Regional Water Management District; and Winter Haven, Florida v. Peace River Manasota Regional Water Supply Authority and Southwest Florida Water Management District; and Winter Haven, Florida v. Peace River Manasota Regional Water Supply Authority and Southwest Florida Water Supply Authority and Southwest Florida Water Management District; -- TIME CERTAIN 11:00 AM
- 3. Action Items (if any) stemming from Items 1 and 2

# **EXECUTIVE DIRECTOR'S REPORT**

# **ROUTINE STATUS REPORTS**

- 1. Hydrologic Conditions Report
- 2. Check Registers for March and April 2018
- 3. Regional Integrated Loop System Phase 1 Interconnect Project [U.S. 17 to Punta Gorda]
- 4. Partially Treated Water Aquifer Storage & Recovery
- 5. Peace River Facility Aquifer Storage & Recovery Operating Permit Renewal
- 6. 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 & Public Hearing for FY 2019 Budget

Wednesday, July 25, 2018 @ 9:30 a.m. Sarasota County Administration Center Commission Chambers, First Floor 1660 Ringling Boulevard, Sarasota, FL

#### Future Authority Board Meetings

October 3, 2018 @ 9:30 a.m. – DeSoto County Administration Building, Arcadia, Florida December 5, 2018 @ 9:30 a.m. - Charlotte County Administration Center, Port Charlotte, 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 <u>www.regionalwater.org</u>. 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 May 30, 2018

# CONSENT AGENDA ITEM 1

# Minutes of April 4, 2018 Board of Directors Meeting

**Recommended Action -**

**Motion** to approve minutes of April 4, 2018 Board of Directors meeting.

Draft minutes of the April 4, 2018 Board of Directors meeting are provided for Board approval.

# Attachments:

Draft Minutes of April 4, 2018 Board of Directors Meeting

### Minutes of Board of Directors Meeting **PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY** Charlotte County Administration Center Commission Chambers, Room 119 18500 Murdock Circle, Port Charlotte, Florida

April 4, 2018

### **Board Members Present:**

Commissioner Alan Maio, Sarasota County, Chairman Commissioner Elton A. 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 Mike Coates, Deputy Director Ann Lee, Finance/Administration Manager Kevin Morris, Engineering and 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.

### INVOCATION

Commissioner Langford offered the invocation.

### PLEDGE OF ALLEGIANCE

The Board led the Pledge of Allegiance of the Flag of the United Sates.

### WELCOME

Commissioner Maio recognized State Representative Michael Grant, Charlotte County Commissioners Bill Truex and Joseph Tiseo, and North Port Commissioner Debbie McDowell.

Charlotte County Assistant Administrator Hector Flores provided the host county welcome and opening remarks.

### **PUBLIC COMMENTS**

There were no public comments.

### **RESOLUTIONS/PRESENTATIONS**

### 1. Presentation by State Representative Michael Grant

Representative Michael Grant presented the Authority Board with a symbolic check for \$1M representing funding for the Partially Treated Water ASR Project included in the state budget for the next fiscal year. Representative Grant was the sponsor for the Authority's funding request in the Legislature. Representative Grant thanked the Authority and expressed gratitude on behalf of the Legislature for the work that has gone into this project to bring savings to our customers and go towards building a better water supply.

### 2. Recognition of Kevin Morris 'Government Engineer of the Year 2018' Award

Commissioner Maio congratulated Kevin Morris for being honored as the 'Government Engineer of the Year' for 2018 by the SunCoast Branch of the American Society of Civil Engineers.

Mr. Lehman thanked Mr. Morris for going above and beyond with his service and time spent with community activities.

### **TENTATIVE BUDGET FOR FY 2019**

### 1. Tentative Budget for FY 2019

Mr. Lehman presented the proposed Tentative Budget for FY 2019 in the amount of \$60,134,692. The proposed budget has been discussed with the member/customers' staff and administrators. Mr. Lehman said the tentative budget is available for public review on the Authority's website at <u>www.regionalwater.org</u> along with the supporting documentation. The final budget will be schedule for adoption at a public hearing to be held at the regular scheduled Board Meeting on July 25, 2018.

The budget is prepared in accordance with the Authority governing documents, bond documents, budget policies and strategic plan. The budget upholds the obligatory requirement noted below:

- Meet MWSC obligations [34.7 MGD]
- Meet Customer demands projections [32.8 MGD]
- Plan long term water demands
- Efficient and effective Operations
- Investment in infrastructure
- Maintain financial stability/bond rating
- Maintain reasonable water rates:
  - ✓ Next fiscal year FY 2019
  - ✓ Near-term [2-5 years]
  - ✓ Long term [5-20 years]

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

• Costs consistent with increased water demand

- Staffing
  - ✓ Personnel compensation increase budgeted at 4% [comparable to members]
  - ✓ Health Insurance increase budgeted at 5%
  - ✓ One new staff position [increase from 48 to 49 FTE]
- Land Management/Environmental Monitoring position
- Prioritize R&R funding to maintain infrastructure
- Create a sustainable funding for 'Dedicated Infrastructure Fund' for smaller CIP projects of common benefit
- Reflects grant funds for CIP projects for Customers savings

Mr. Lehman said the Authority is an enterprise fund based on use or pay and is divided into two functional areas: (1) Administrative and (2) Facilities. The proposed budget is an increase of \$10.7M from the current FY 2018 budget. Most of the increase will go to CIP for on-going pipeline and infrastructure projects.

Mr. Lehman reviewed the breakdown of water allocation, expenditures, and available funds. He also explained how the water rate was established and its components and highlighted that the Base Rate Charge over the past five years had increased less than 3%, while the Water Use Charge has remained the same over that same five year period.

Mr. Lehman presented the need to create sustainable funding through a 'Dedicated Infrastructure Fund' for smaller CIP projects of common benefit as summarized below:

- Examples of 'Common Benefit' CIP projects:
  - ✓ Partially Treated ASR
  - ✓ Maintenance Building
  - ✓ Filter Covers
- Create sustainable \$1,000,000 annual funding for 'Common Benefit' CIP projects.
  - ✓ \$500,000 from Base Rate Charge
  - ✓ \$500,000 from 'Dedicated Infrastructure Fund Assessment' of \$0.05/1,000 gallons water delivery
- Funds are restricted and require Board approval for specific infrastructure projects.

Mr. Lehman explained the need for this new concept budget element because the Authority does not currently have a policy related to funding smaller 'Common Benefit' CIP type projects. In the past it has relied on the embedding of these smaller projects with larger projects.

Mr. Lehman also reviewed the Member Fees and Customer Planning Assessment. Mr. Lehman said the Authority will continue to review the proposed budget with members, staff, external agencies, and come back with a final budget and public hearing at the July board meeting.

Commissioner Doherty thanked Mr. Lehman and the Authority staff for bringing the concept of a proposed dedicated infrastructure fund forward. He stated that he was unaware that a reliable revenue stream for small CIP projects did not already exist and the time has come to address that.

Commissioner Doherty explained that his recommendation would be to use the workshop platform to develop specific policy defining what is a 'Common Benefit' CIP project and then identifying a funding source. He requested the proposed Dedicated Infrastructure Fund Assessment' be deleted and the budget lowered by \$500,000 for the coming year to \$59,634,692, and we can then work towards establishing this policy and adequately funding it in the future.

Commissioner Maio stated that he agreed with Commissioner Doherty's comments and the

recommendation to remove this amount from the proposed tentative budget for FY 2019. He also stated that he would like to make the suggestion, because there is a lot of work to do on this and other Authority business item, that for every board meeting in the future there be time set aside to drill into these type of topics.

Commissioner Maio asked if Mr. Lehman and the other Board members were in agreement that this would be reasonable. Mr. Lehman stated that yes; and will be the plan moving forward.

### Motion was made by Commissioner Doherty, seconded by Commissioner Langford, to approve Tentative Budget for FY 2019 in the amended amount of \$59,634,692. Motion was approved unanimously.

2. Resolution 2018-4 'Resolution Setting Forth Preliminary Schedules of Rates, Fees, and Changes for FY 2019'

Mr. Lehman stated the Resolution will be revised to delete the 'Dedicated Infrastructure Fund Assessment' per the approved Tentative Budget for FY 2019.

Motion was made by Commissioner Doherty, seconded by Commissioner Langford, to approve Resolution 2018-04 'Resolution Setting Forth Preliminary Schedules of Rates, Fees, and Charges for FY 2019' with the deletion of the 'Dedicated Infrastructure Fund Assessment. Motion was approved unanimously.

## CONSENT AGENDA

Commissioner Doherty requested Consent Items 7 and 10 be removed for discussion.

- 1. Minutes of February 2, 2018 Board of Directors Meeting
- 2. Resolution 2018-5 'Recognition of the Month of April as Water Conservation Month
- 3. Resolution 2018-6 'Recognition of National Drinking Water Week'
- 4. Consultant Ranking for 'Integrated Regional Water Supply Plan 2020'
- 5. Approve Cooperative Funding Agreement 17CF0001141 with SWFWMD for Integrated Regional Water Supply Master Plan 2020
- 6. Award Contracts for Purchase of Water Treatment Chemicals
- 7. Award Work Order to Halfacre Construction for Original Operations Building 1<sup>st</sup> Floor Renovation [REMOVED FOR DISCUSSION]
- 8. Approve Piggyback on Charlotte County Contract with Air Mechanical and Services Corporation for HVAC Services
- 9. State Legislators' Recognition and Appreciation of Service to the Region
- 10. Withdrawal of three (3) SWFWMD FY2019 Cooperative Funding Initiative Applications [REMOVED FOR DISCUSSION]
- 11. Pre-Qualification of Contractors for the Regional Integrated Loop Phase 1 and Phase 3B Pipeline Projects.

Motion was made by Commissioner Langford, seconded by Commissioner Doherty, to approve the Consent Agenda, with the exception of Items 7 and 10. Motion was approved unanimously.

7. Award Work Order to Halfacre Construction for Original Operations Building 1st Floor Renovation

Commissioner Doherty asked for confirmation that the Work Order to Halfacre Construction is to be for

an amount not-to-exceed \$284,091.80, and if so, how will the exclusions listed in the accompanying proposal from Halfacre Construction going to be handled.

Mr. Anderson confirmed that yes, the intent is for this Work Order to be issued for an amount not-toexceed \$284,091.80. He explained that the exclusions listed in Halfacre's proposal were included at the request of the Authority, as these are items or systems such as SCADA components that only our internal staff is qualified to manage.

Motion was made by Commissioner Doherty, seconded by Commissioner Trace, to approve Consent Agenda Item 7, Award Work Order to Halfacre Construction for Original Operations Building 1<sup>st</sup> Floor Renovations for an amount not to exceed \$284,091.80. Motion was approved unanimously.

# 10. Withdrawal of three (3) SWFWMD FY2019 Cooperative Funding Initiative Applications

Commissioner Doherty thanked both SWFWMD and the Authority staff for entertaining these Charlotte County requests for cooperative funding. He stated that the county met and collectively agreed that the withdrawal of these applications is best for the time being, as the discussions surrounding these projects is still ongoing. Commission Doherty again thanked all parties involved for their efforts and patience on the matter.

Motion was made by Commissioner Doherty, seconded by Commissioner Langford, to approve Consent Agenda Item 10, Withdrawal of three (3) SWFWMD FY2019 Cooperative Funding Initiative Applications for: Regional Integrated Loop system Phase 4 – Segment 1 (N874), Bachman Regional Pumping and Storage Facility (N994) and Regional Integrated Loop Phase 2B (Q032). 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 March 16, 2018.

- Water Supply Quantity: <u>Excellent</u>
- Treated Water Quality: <u>Excellent</u>

| March Water Demand      | 28.35 MGD      |
|-------------------------|----------------|
| March River Withdrawals | 13.44 MGD      |
| Storage Volume:         |                |
| Reservoirs              | 6.45 BG        |
| ASR                     | <u>6.92 BG</u> |
| Total                   | 13.37 BG       |

Mr. Anderson said rainfall in the Peace River basin averaged right around 1 inch over the last 60 days. While this is a dry time of year and you would expect rainfall to be down, the rain we did get during this reporting period is about half of what we typically see for this time of year.

Despite the lack of rain river flows averaged around 160 CFS, which means there was still water

available. River withdrawal this period was 21.5 MGD in February and 13.5 MGD through the 18<sup>th</sup> of March.

Surface water storage is almost at 6.5 BG, which is 2.2 BG more in storage than we had at this time last year, and 6.9 BG in the ASR system. This puts us in really good shape as we move through the dry season. Water quality and water quantity is excellent.

Mr. Anderson said the Authority and its customers have about 105 MGD in average day production capacity. In the month of February, 25.4 MGD was delivered by the Authority and 46.4 MGD was produced by Authority customers for a total regional production of 72 MGD.

Of that 72 MGD about 3.75 MGD was delivered by Manatee County to non-Authority customers, making the total water demand for Authority customers approximately 68 MGD for the month. This places our Regional usage at just under 69% of available capacity for the month.

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

## 2. Legislative Session Wrap-Up

Diane Salz, governmental consultant for the Authority, presented the Board with an update on results of the recently completed 2018 legislative session. Ms. Salz said that this was an outstanding session year for the Authority. The legislature passed an \$88.7B budget this year with a mere \$30M comprised of water projects, of which \$1M has been included for the Authority's Partially Treated Water Aquifer Storage & Recovery (ASR) Project. Ms. Salz congratulated the Board and gave special thanks to Commissioner Maio for the integral role he played in helping achieve this goal.

Ms. Salz stated that the 2019 legislative session will come with a lot of new legislators. We also know that many of the same bills from the 2018 session will find their way back and we will continue to monitor them.

Commissioner Maio stated that he recognizes how intense the session year was, and thanked Ms. Salz for her thoroughness and prompt follow up to his questions in spite of this.

# GENERAL COUNSEL'S REPORT

No updates to report.

# EXECUTIVE DIRECTOR'S REPORT

### 1. Peace River Facility Water Use Permit Modification/Renewal Update

Mike Coates presented an update on the Peace River Facility water use permit modification and renewal for the Board's information. Mr. Coates stated that the Authority received a draft permit from the Water Management District, and it includes the requested 50-year duration and the increased maximum allowed withdrawal quantity of 258 MGD.

Mr. Coates said that it is expected that the permit will go to SWFWMD's Board in May for their action, and he will report back with an update thereafter.

### 2. Orange Hammock Ranch Update

Mr. Lehman provided the Board with an update on Orange Hammock Ranch and discussed what the acquisition of this property would mean for the future of the Authority.

The Orange Hammock Ranch property is undeveloped and abuts the western boundary of the RV Griffin Reserve. There are several key advantages to the acquisition of Orange Hammock Ranch including the environmental buffer it will provide to the Authority's water supply infrastructure on RV Griffin and opportunity for restoration and mitigation for water storage expansion on the RV Griffin Reserve.

The total estimated cost of mitigation on the Orange Hammock Ranch property would be \$5.6 million (cost of the easement, construction and maintenance/compliance) compared to the alternative of purchasing off-site mitigation banks at an estimated cost of \$26 million, resulting in a cost savings of over \$20 million for the Authority and its Customers.

Mr. Lehman said that the Chairman has been in negotiations with SWFWMD and Sarasota County regarding the acquisition of Orange Hammock Ranch. The Authority can secure approximately 2,000 acres of the property for mitigation purposes for construction of a future reservoir on the RV Griffin Reserve. The cost of the easement would be up to \$2 million payment to the SWFWMD if the property is acquired by the District.

Mr. Lehman stated that staff recommends the Board authorize the Chairman to send a letter to SWFWMD committing up to \$2 million for easement on the Orange Hammock Ranch for mitigation if the property is acquired by the District. Funds are available in the General Operations Fund and can be capitalized at a future date with the construction of the reservoir.

Commissioner Maio commented that this opportunity has been in the works for a very, very long time. The Authority staff and the three consultant teams have been working on this for several years, and it includes many pieces – such as the Water Use Permit modifications & renewal to support the water supply facilities expansion, which we hope to see approved at SWFWMD's May board meeting. All of this planning has been done very carefully and logically to build a reservoir – on the RV Griffin Reserve, not on the Orange Hammock Ranch property - as Mr. Lehman described at a much, much reduced cost.

Commissioner Maio asked the Board for their comments and eventually a motion on how to proceed.

Commissioner Doherty said that this provides us with an excellent plan. The process has been very well thought out with great, long range planning for the Authority. While these are just conceptual numbers at this point, the cost benefit is obvious and going this route is going to be a tremendous savings. Commissioner Doherty stated that he was ready to make the requested motion.

Commissioner Langford stated his agreement to proceed.

Motion was made by Commissioner Doherty, seconded by Commissioner Langford, to authorize the Chairman to send a letter to the Southwest Florida Water Management District committing up to \$2M from the General Operations Fund for easement on Orange Hammock Ranch for mitigation, if property is acquired by the District. Motion was approved unanimously.

### **ROUTINE STATUS REPORTS**

- 1. Hydrologic Conditions Report
- 2. Check Registers for January and February 2018
- 3. Regional Integrated Loop System Phase 1 Interconnect Project [U.S. 17 to Punta Gorda]
- 4. Regional Integrated Loop System Phase 3B Interconnect Project [SR 681 to Clark Road]
- 5. Partially Treated Water Aquifer Storage & Recovery
- 6. Peace River Facility Water Use Permit Renewal/Modification
- 7. Peace River Facility Aquifer Storage & Recovery Operating Permit Renewal
- 8. Peace River Basin Report

### **BOARD MEMBER COMMENTS**

There were no Board comments.

### **PUBLIC COMMENTS**

There were no public comments.

### ANNOUNCEMENTS

Next Authority Board Meeting Wednesday, May 30, 2018 @ 9:30a.m. Manatee County Administration Center Commission Chambers 1112 Manatee Ave West, Bradenton, Florida

### **Future Authority Board Meetings**

July 25, 2018 @ 9:30 a.m. - Sarasota County Administration Center, Sarasota, Florida October 3, 2018 @ 9:30 a.m. - Desoto County Administration Building, Arcadia, Florida

# ADJOURNMENT

There being no further business to come before the Board, the meeting adjourned at 10:37 a.m.

Commissioner Alan Maio Chairman

# PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY BOARD OF DIRECTORS MEETING May 30, 2018

# CONSENT AGENDA ITEM 2

# Minutes of April 4, 2018 Board of Directors Workshop

**Recommended Action -**

**Motion** to approve minutes of April 4, 2018 Board of Directors workshop.

Draft minutes of the April 4, 2018 Board of Directors workshop are provided for Board approval.

### Attachments:

Draft Minutes of April 4, 2018 Board of Directors Workshop

# Minutes of Board of Directors Workshop PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

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

April 4, 2018

## **Board Members Present:**

Commissioner Alan Maio, Sarasota County, Chairman Commissioner Elton A. 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 Mike Coates, Deputy Director Ann Lee, Finance/Administration Manager Kevin Morris, Engineering and Projects Manager Richard Anderson, System Operations Manager Rachel Kersten, Agency Clerk

## **Others Present:**

A list of others present who signed the attendance roster for the 9:30 a.m. Board Meeting is filed with the permanent records of the Authority. No separate attendance list was developed for the Workshop.

# CALL TO ORDER

Commissioner Maio called the workshop to order at 10:51am.

# AGENDA

## 1. Introduction and Objective

Mr. Lehman provided an introduction and discussed the objectives of the workshop which include the water demand projections submitted by each of the Authority's Customers and a review of the Authority's 20 Year Needs Assessment and CIP funding to identify any issues that should be addressed on project funding and customer participation. Once identified they can then be addressed individually during the ongoing discussion panels that will be scheduled to follow or be included in each of the scheduled Board meetings moving forward.

# 2. Review of October Workshop

Mr. Lehman reviewed the items discussed during the October 2017 workshop and provided the Board with a status update on each as outlined below:

| Next Steps:   | Status:  |
|---|--|
| 1) Inventory water systems within the region.   | On-going; agenda item for May 30 Board meeting.  |
| 2) Evaluate water compatibility between systems.  | Water Quality Master Plan funded in FY 2019 budget.                                      |
| <ul> <li>3) Schedule series of workshops.</li> <li>a. Members' future planning</li> <li>b. Cities</li> <li>c. Good stewardship</li> </ul> | Schedule specific discussion items for Board meetings/workshops.                         |
| <ul><li>4) Investment by members.</li><li>a. How to calculate investment</li><li>b. Long range decision making</li></ul>                  | Prepare methodology and investment of members for Board discussion on business planning. |
| 5) Information series with member BOCCs.  | Board input to staff.  |

### 3. Water Demand Projections

Mr. Coates reviewed the Water Capacity vs. Actual Use data as originally outlined during that morning's Board meeting. He presented the Regional Water Use/Demand Projections submitted to the Authority by each of its Customers and discussed water demand projection and a supply development schedule with the Board.

### 4. 20 Year Needs Assessment

Kevin Morris, Authority Staff, outlined the Authority's 5 Year CIP and 20 Year Needs Assessment.

### 5. CIP Funding

The Board reviewed and identified several key components related to CIP funding to be brought forth during the future planned panel discussions following regularly scheduled Board meetings.

### 6. Solar Power Update

Kevin Morris along with Steven King of Black & Veatch gave a presentation on Solar Power/The Peace River Facility Renewable Energy Study and outlined cost/benefit scenarios moving forward. The Board discussion focused on uncertainty of financial return in current market conditions and not encumbering land that may be needed for a new reservoir site on the RV Griffin.

### **BOARD MEMBER COMMENTS**

There were no Board Member comments.

### **PUBLIC COMMENTS**

There were no public comments.

### ADJOURNMENT

There being no further business to come before the Board, the workshop adjourned at 11:25 a.m.

Commissioner Alan Maio Chairman

### Authority Board of Directors Workshop – April 4, 2018

### **Board Concepts Discussed**

- Implementation Timeframes

   7 10 years for new major supplies
- 2) River as a Source
  - a. How much is available
  - b. Future reservoirs
- 3) Cost Allocation Methodologies
  - a. Who benefits?
  - b. Transmission mains and reserve capacity
- 4) Inventory
- 5) Agenda for Future Workshops
  - a. Occur at the end of regularly scheduled Board meetings
- 6) Workshop Prep
  - a. Staff involvement
  - b. Allow enough time to review agenda & items before
- 7) May Meeting
  - a. More discussion on "common benefit"
- 8) Keep Solar on the Back Burner
- 9) Be Mindful of Future Land Use Needs
- 10) Be Cautious New Tech

# PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY BOARD OF DIRECTORS MEETING May 30, 2018

# CONSENT AGENDA ITEM 3

### Set a Public Hearing for FY 2019 Budget for July 25, 2018

**Recommended Action -**

**Motion** to Set a Public Hearing for FY 2019 Budget for July 25, 2018 at 9:30 a.m., Sarasota County Administration Center, Commission Chambers, First Floor, 1660 Ringling Boulevard, Sarasota, Florida.

The Board approved the Tentative Budget for FY 2019 and Resolution 2018-04 'Resolution Setting Forth Preliminary Schedules of Rates, Fees and Charges for FY 2019' at the Board meeting on April 4, 2018. This action sets a public hearing for the FY 2019 Budget to be scheduled for July 25, 2018 at 9:30 a.m., Sarasota County Administration Center, Commission Chambers, First Floor, 1660 Ringling Boulevard, Sarasota, Florida.

# PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY BOARD OF DIRECTORS MEETING May 30, 2018

# CONSENT AGENDA ITEM 4

## Mid-Year Financial Status and Semi-Annual Investment Reports

**Recommended Action -**

**Motion** to receive and file 'Mid-Year Financial Status Report for FY 2018'.

**Motion** to receive and file 'Semi-Annual Investment Report' [March 31, 2018].

### a. Receive and File Mid-Year Financial Status Report for FY 2018

Mid-Year Financial Status Report for FY 2018 is provided for the Board to receive and file.

### b. Receive and File 'Semi-Annual Investment Report' [March 31, 2018]

'Semi-Annual Investment Report' [March 31, 2018] is provided for the Board to receive and file.

#### Attachments -

Tab AMid-Year Financial Status Report for FY 2018

Tab BSemi-Annual Investment Report [March 31, 2018]

TAB A Mid-Year Financial Status Report for FY 2018

### **MEMORANDUM**

### May 30, 2018

- TO: Board of Directors Peace River Manasota Regional Water Supply Authority
- THRU: Patrick J. Lehman Executive Director
- FROM: Ann Lee Finance/Administration Manager

### SUBJ: Mid-Year Financial Report for Fiscal Year 2018

As of March 31, 2018, the Authority's total revenues were \$16,249,961, which is 33% of the \$48,706,064 allocated by the Approved Budget for FY18. Water Sale revenues were \$15,389,568, which is 48% of the \$31,943,473 budgeted. The shortfall seen in the revenues is due to the Authority not yet receiving grant and capital contribution funds as projected. Grant funds from the DEP and SWFWMD are requested on a reimbursement basis and the Authority can only submit reimbursement request in conjunction with the milestones outlined in the agreements.

The Authority's total expenditures thru March 31, 2018 were \$14,623,451, which is 30% of the \$49,411,364 allocated by the Approved Budget for FY18. The Authority's facility expenditures were \$14,294,389, which is 29% of the allocated budget of \$48,706,064. The Authority's General Fund Administration expenditures were \$329,062, which is 46.7% of the allocated budget of \$705,300. This mid-year shortfall in expenditures is typical of the Authority's business cycle as the majority of the budgeted funds are expensed in the second half of the year as more of our projects are completed.

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

TAB B Semi-Annual Investment Report [March 31, 2018]

### **MEMORANDUM**

### May 30, 2018

- TO: The Board of Directors Peace River Manasota Regional Water Supply Authority
- THRU: Patrick J. Lehman Executive Director
- FROM: Ann Lee Finance/Administration Manager

### SUBJ: Semi-Annual Investment Report for March 31, 2018

In accordance with the Authority's investment policy the following is a summary of the Peace River Manasota Regional Water Supply Authority's investments as of March 31, 2018.

As of March 31, 2018, the Authority's portfolio totaled \$30,226,343 compared to \$27,763,226 on December 31, 2017, which is \$2,463,117 more than the last reporting period. As of March 31, restricted construction and reserve funds total approximately \$20.8 million.

For the time period of October 1, 2017 thru March 31, 2018, the Authority earned \$150,895 in interest from the Florida Prime (SBA) accounts and the Florida Local Government Investment Trust (FLGIT) accounts. The investment earnings on these accounts are currently exceeding last years' earnings for the same time period (October 1 thru March 31) by \$50,049. Nineteen (19%) percent of the portfolio is in money market and interest bearing checking accounts, which has earned \$2,511 in interest earnings (net of banking fees) which is in addition to the earnings above. The SBA holds sixty eight (68%) percent of The Authority's total investments and is currently yielding 1.79%, which is a yield increase of .47% from the previous reporting period. The Florida Local Government Investment Trust (FLGIT) holds fourteen percent (14%) in short term bond funds yielding (.28%) as of March 31, 2018, which is a 1.07 % yield decrease from the previous reporting period. The negative earnings on these accounts can be directly attributed to portfolio of assets that the short term bond fund uses. With the Fed increasing interest rates several times over the last year and with the anticipated additional increases this calendar year, the earnings these asset sectors have fallen dramatically. The yield decrease was further aggravated as participants in the short term bond fund have been liquidating their accounts, forcing the portfolio managers to sell bonds prematurely (total portfolio funds in the FLGIT short term bond fund decreased by \$19 million since September 30, 2017). As of May 4, 2018, the Authority has transferred all funds from the FLGIT accounts to the SBA and is currently working on procuring a ladder of US treasury notes.

According to the Authority's investment policy, our portfolio must be designed with the goal of annually exceeding the yield rates on the 90 day Treasury Bill. As of March 31, 2018, the 90 day Treasury Bill had a yield rate of 1.70% and the Authority's portfolio is on par with this.

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

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

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

#### PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY FUND BALANCES AS OF MARCH 31, 2018

|                          |                                 |                                  |                       |                 |                            | CIP FUND     |              |
|--------------------------|---------------------------------|----------------------------------|-----------------------|-----------------|----------------------------|--------------|--------------|
|                          | GENERAL<br>FUND<br>[OPERATIONS] | RENEWAL &<br>REPLACEMENT<br>FUND | RATE<br>STABILIZATION | SINKING<br>FUND | UTILITY<br>RESERVE<br>FUND | CONSTRUCTION | TOTAL        |
| ACCOUNTS                 |                                 |                                  |                       |                 |                            |              |              |
| PNC - Checking           | \$5,255,016                     |                                  |                       |                 |                            | \$438,714    | \$5,693,730  |
| SBA Account Fund         | \$3,068,928                     | \$2,823,885                      | \$2,007,608           | \$3,535         | \$6,261,893                | \$6,247,192  | \$20,413,041 |
| Florida Investment Trust | \$1,029,893                     |                                  |                       |                 | \$3,089,679                |              | \$4,119,572  |
| FUND BALANCE             | \$9,353,836                     | \$2,823,885                      | \$2,007,608           | \$3,535         | \$9,351,572                | \$6,685,906  | \$30,226,343 |
|                          |                                 |                                  |                       |                 |                            |              |              |
|                          |                                 |                                  |                       |                 |                            |              |              |
| ADJUSTED FUND BALANCE    | \$9,353,836                     | \$2,823,885                      | \$2,007,608           | \$3,535         | \$9,351,572                | \$6,685,906  | \$30,226,343 |

#### **Budget Policies**

General Fund: R&R Reserve Fund: Rate Stabilization Account: Utility Reserve Fund: Policy to fund an operating reserve within the General Funding an amount which shall be equal to average monthly O&M costs. [approximately \$3.2 M] Policy to maintain a minimum balance in the R&R Reserve Fund of \$2 M.

Account: Goal to maintain balance at the end of each fiscal year of \$1 M.

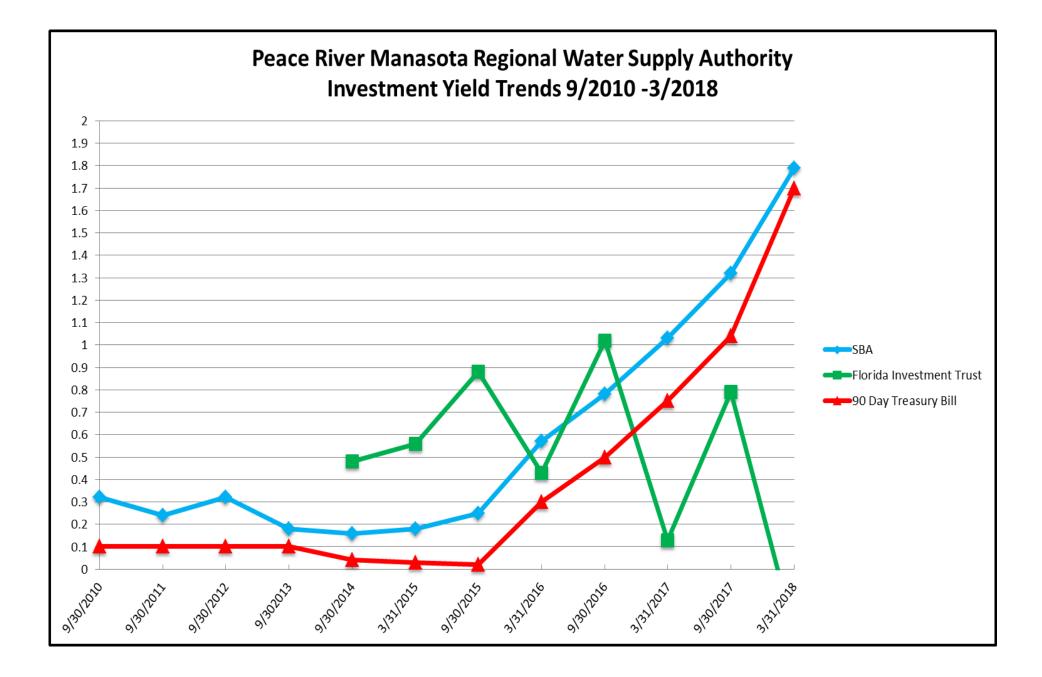
Policy to maintain an uncommitted balance of 180 days of O&M expenditures in the Authority's annual budget. [approximately \$9.2 M]

# PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

# INVESTMENT SUMMARY as of March 31, 2018

| Dete                      |  | Fired                         | Deels \/else                   | Yield  | Maturity<br>Date |
|---------------------------|--|-------------------------------|--------------------------------|--------|------------------|
| Date<br>State Board of Ad | Account No   | Fund                          | Book Value                     | riela  | Dale             |
|                           |  |                               | 3,068,927.53                   | 1.79%  | Liquid           |
| 3/31/2018                 | 3/31/2018 251261 SBA-General Opns/Maint Fund<br>3/31/2018 251262 SBA-R & R Reserve**** |                               | 2,823,885.03                   | 1.79%  | Liquid           |
| 3/31/2018                 | 251262   | SBA-Mar Reserve Fund****      | 6,261,892.82                   | 1.79%  | Liquid           |
| 3/31/2018                 | 251265   | SBA-Construction Funds****    | 6,247,191.93                   | 1.79%  | Liquid           |
| 3/31/2018                 | 251265   | SBA-Rate Stbl'z Fund****      | 2,007,608.47                   | 1.79%  | Liquid           |
| 3/31/2018                 | 251268   | SBA-Debt Svc Sinking Fund**** | 3,535.44                       | 1.79%  | Liquid           |
| 5/51/2010                 | 231200   | Sub-Total Fund A*             | 20,413,041.22                  | 1.7970 | Liquiu           |
| Checking/Certific         | ate of Deposit/  | NOW Accounts***               |                                | *****  |                  |
| PNC                       |  | Checking-General Opns***      | 5,255,015.78                   |        | Liquid           |
| PNC                       |  | Checking-Construction***      | 438,713.88                     |        | Liquid           |
|                           |  |                               | 5,693,729.66                   |        |                  |
| FLGIT - Short Ter         | m Bonds  |                               |                                |        |                  |
| FLGIT-General Op          | ons/Maint Fund   |                               | 1,029,892.94                   | -0.28% | Liquid           |
| FLGIT-Utility Rese        | rve Fund   |                               | 3,089,678.81                   | -0.28% | Liquid           |
| Total FLGIT Fund          | S  |                               | 4,119,571.75                   |        |                  |
|                           |  |                               |                                |        |                  |
| Total Fed Agency          | Issues   |                               | -                              |        |                  |
| <u> </u>                  |  |                               |                                |        |                  |
| Total Restricted F        |  |                               | 20,872,506.38<br>30,226,342.63 |        |                  |

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



# PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY BOARD OF DIRECTORS MEETING May 30, 2018

# CONSENT AGENDA ITEM 5

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

**Recommended Action -**

**Motion** to approve one-year extension of Agreement for Financial Advisory Services with FirstSouthwest, a Division of Hilltop Securities Inc. through July 31, 2019.

The Authority's current Agreement for Financial Advisory Services with FirstSouthwest Company will expire on July 31, 2018. The Agreement includes provision to extend contract time for additional periods upon mutual consent of the parties. Staff recommends a one-year extension of the Agreement through July 31, 2019 with all other terms and conditions of the agreement to remain unchanged. Staff intends to go out for bid for these services once it is determined that the Authority should issue new debt or the current bonds are callable.

### Budget Action: None

### Attachments:

Tab A Letter of Extension with FirstSouthwest Company

Tab B Agreement for Financial Advisory Services with FirstSouthwest Company

TAB A Letter of Extension with FirstSouthwest Company

# PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

Hon. Ken Doherty Charlotte County Hon. Elton A. Langford DeSoto County Hon. Priscilla Trace Manatee County Hon. Alan Maio Sarasota County

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

May 30, 2018

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

Re: Agreement for Financial Advisory Services (February 6, 2008) One-Year Extension of Agreement thru July 31, 2019

Mr. Akers:

The above referenced Agreement allows for a time extension of the Agreement upon mutual consent of the Authority and First Southwest, a Division of Hilltop Securities Inc. The Authority Board of Directors approved a one year extension of the Agreement through July 31, 2019. All other terms and conditions of the Agreement remain unchanged. Please sign and return a copy of this letter to be attached and be a part of the Agreement.

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

Best Regards,

FIRST SOUTHWEST, A DIVISION OF HILLTOP SECURITIES INC.

Patrick J. Lehman, P.E. Executive Director Gary Akers Director Date

TAB B Agreement for Financial Advisory Services with FirstSouthwest Company

### AGREEMENT FOR FINANCIAL ADVISORY SERVICES

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

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

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

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

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

<u>SECTION 1</u>. EMPLOYMENT OF FINANCIAL ADVISOR.

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

1

#### <u>SECTION 2</u>. DEFINITIONS.

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

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

SECTION 3. SCOPE OF SERVICES.

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

SECTION 4. THE AUTHORITY'S RESPONSIBILITY.

The Authority's responsibilities are as follows:

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

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

- C. To give prompt written notice to the Financial Advisor if the Authority observes or otherwise becomes aware of any fault in the Scope of Service or non-conformance with the Agreement Documents.
- D. To furnish required information and services and render approvals and decisions as expeditiously as necessary for the orderly progress of the Financial Advisor's services. <u>SECTION 5.</u> THE FINANCIAL ADVISOR'S RESPONSIBILITY.

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

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

of Services.

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

### <u>SECTION 6</u>. TIME OF PERFORMANCE.

The Financial Advisor shall commence work immediately after the execution of this Agreement. The term of this Agreement shall be for a period of three (3) years and shall be extended, in writing, for additional periods upon mutual agreement between the Authority and the Financial Advisor.

## SECTION 7. COMPENSATION.

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

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

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

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

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

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

Fees:

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

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

ŕ

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

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

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

### SECTION 8. GENERAL CONSIDERATION.

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

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

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

# SECTION 9. PROHIBITION AGAINST CONTINGENCY FEES.

The Financial Advisor warrants it has not employed or retained any company or person, other than a bona fide employee working solely for the Financial Advisor, to solicit or secure this Agreement and that the Financial Advisor has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Financial Advisor, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the Authority shall have the right to terminate this Agreement without liability, and at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

SECTION 10. ENTITY CRIMES AFFIDAVIT.

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

#### SECTION 11. INSURANCE.

- A. The Financial Advisor shall purchase and maintain such commercial (occurrence form) or comprehensive general liability, workers compensation and other insurance as is appropriate for the services being performed hereunder by the Financial Advisor, its employees or agents. The amounts and types of insurance shall conform to the following minimum requirements:
  - 1. <u>Workers Compensation</u>. Coverage must apply for all employees and statutory limits in compliance with the applicable state and federal laws. In addition, the policy must include the following:
    - a. Employer's Liability with a minimum limit per accident in accordance with statutory requirements.
    - b. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide Authority with thirty (30) days written notice of cancellation and/or restriction.
  - 2. <u>Comprehensive General Liability</u>. Coverage must include:
    - a. \$1,000,000.00 combined limit per occurrence for bodily injury, personal injury and property damage.

- b. Contractual coverage applicable to this specific contract, including any hold harmless and/or indemnification agreement and independent contractor's coverage.
- c. Additional Insured. Authority is to be specifically included as an additional insured.
- d. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide Authority with thirty (30) days written notice of cancellation and/or restriction.
- 3. <u>Comprehensive Automobile Liability</u>. Coverage must be afforded on a form no more restricted than the latest edition of the Comprehensive Automobile Liability Policy filed by the Insurance Services Office and must include:
  - a. \$1,000,000 combined single limit per accident for bodily injury and property damage.
  - b. Owned Vehicle.
  - c. Hired and Non-Owned Vehicles.
  - d. Employee Non-Ownership.
  - e. Additional Insured. Authority is to be specifically included as additional insured.
  - f. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide Authority with thirty (30) days written notice of cancellation and/or restriction.
- 4. <u>Personal Liability.</u> Coverage must include:
  - a. Minimum limit of \$1,000,000 per occurrence or claim of malpractice, negligence, error and omissions.
  - b. Minimum limit of \$1,000,000 in the aggregate for claims of malpractice, negligence, error and omissions.
  - c. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide Authority with thirty (30) days written notice of cancellation and/or restriction.
- B. The Financial Advisor must deliver to the Authority Certificates of Insurance evidencing

the insurance coverage specified in this Section prior to commencing work under the

Agreement. The required Certificates of Insurance not only shall name types of policies

provided but also shall refer specifically to the Agreement.

C. Insurance coverage shall be placed with insurers or self-insurance funds, satisfactory to

the Authority, licensed to do business in the State of Florida and with a resident agent designated for the service of process. The Financial Advisor shall provide the Authority with financial information concerning any self-insurance fund insuring the Financial Advisor. At the Authority's option, Self-Insurance Fund financial information may be waived.

- D. All the policies of insurance so required of the Financial Advisor, except workers compensation and professional liability, shall be endorsed to include as additional insureds: the Authority, its directors, officers, employees and agents. Such insurance policies shall include or be endorsed to include a cross liability clause so the additional insureds will be treated as if a separate policy were in existence and issued to them. If the additional insureds have other insurance, which might be applicable to any loss, the insurance required of the Financial Advisor shall be considered primary, and all other insurance shall be considered excess. The cross liability clause does not increase the limits of liability or aggregate limits of the policy.
- E. Deductible and self-insured retention amounts shall be subject to approval by the Authority, which approval shall not be unreasonably withheld. The Financial Advisor is responsible for the amount of any deductibles or self-insured retentions.
- F. Approval of the insurance by the Authority shall not relieve or decrease the liability of the Financial Advisor hereunder. The Financial Advisor acknowledges and agrees the Authority does not in any way represent the insurance (or the limits of insurance) specified in this Article is sufficient or adequate to protect the Financial Advisor's interests or liabilities, but are merely minimums.

11

- G. All of the policies of insurance required to be purchased and maintained (or the certificates or other evidence thereof) shall contain a provision or endorsement that the coverage afforded will not be cancelled, materially changed, or renewal refused, until at least thirty (30) days prior written notice has been given to the Authority and the Financial Advisor by certified mail. The Financial Advisor shall give notice to the Authority within twenty-four (24) hours of any oral or written notice of adverse change, non-renewal or cancellation. If the initial insurance expires prior to completion of the work, renewal Certificates of Insurance shall be furnished thirty (30) days prior to the date of their expiration.
- H. All insurance required hereunder shall remain in full force and effect until final payment to the Financial Advisor except for the requirement in the paragraph below.
- I. Professional liability insurance shall continue in force until the end of the fifth (5<sup>th</sup>) calendar year following termination of this provision. The current professional liability insurance policy, if not renewed, shall provide for an extended reporting period on the existing policy through said fifth (5<sup>th</sup>) calendar year.
- J. The Financial Advisor shall, upon request by the Authority, deliver to the Authority a copy of each insurance policy purchased by the Financial Advisor.
- K. All policies, except for workers' compensation and professional liability, shall contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of subrogation against the Authority, its consultants, directors, officers, employees, representatives or agents. Nothing contained in these insurance requirements

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

- L. The commercial (occurrence form) or comprehensive general liability (occurrence form) insurance shall include contractual liability insurance applicable to all of the Financial Advisor's obligations under the Agreement, including any indemnity or hold harmless provision.
- M. The Financial Advisor shall require each of its subcontractors, suppliers and other persons or organization working for the Financial Advisor to procure and maintain, until the completion of that party's work or services, insurance of the types and in the coverage amounts required to be carried by the Financial Advisor in the Agreement unless the Authority agrees, in writing, to other types of coverage and/or lower coverage amounts. Provided, however, professional liability insurance shall not be required under the Agreement for subcontractors, suppliers or other persons or organizations working for the Financial Advisor, unless such party is a licensed professional. The preceding sentence does not preclude the Financial Advisor for requiring such insurance. The Financial Advisors shall be responsible for ensuring all of its subcontractors, suppliers and other persons or organizations working in connection with the Scope of Services comply with all of the insurance requirements contained herein relative to each such party.

SECTION 12. TERMINATION OF AGREEMENT BY THE AUTHORITY.

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

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

- B. In the event this Agreement should be terminated by the Authority, the duties of the Financial Advisor under the following provisions shall survive termination and continue in full force and effect:
  - 1. Section 5F regarding Audits;
  - 2. Section 5D regarding Documents;
  - 3. Section 11, regarding Professional Liability Insurance; and
  - 4. Section 16, regarding Indemnification

## SECTION 13. CONTROLLING LAW

- A. This Agreement is to be governed by the laws of the State of Florida. The sole and exclusive venue for any litigation resulting out of this Agreement shall be in Manatee County, Florida.
- B. Should litigation be necessary to enforce any term or provision of this Agreement, or to collect any portion of the amount payable under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all litigation and collection expenses, including witness fees, court costs and attorney's fees.

# SECTION 14. SUCCESSORS AND ASSIGNS.

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

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

SECTION 15. EXTENT OF AGREEMENT.

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

SECTION 16. INDEMNIFICATION OF THE AUTHORITY.

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

15

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

## SECTION 17. INDEPENDENT CONTRACTOR.

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

## SECTION 18. SEVERABILITY.

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

#### <u>SECTION 19</u>. MEETING ATTENDANCE.

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

#### SECTION 20. NOTICES.

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

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

ATTEST:

Tourard

WITNESSES:

APPROVED AS TO FORM:

Douglas Maison Attorney for Peace River Manasota Regional Water Supply Authority

PEACE RIVER MANASOTA 6 2002 REGIONALWATERSUPPLY AUTHORITY

By: <u>Assoc</u> Patrick J. Lehman Executive Director

FIRST SOUTHWEST COMPANY

## EXHIBIT "A"

## SCOPE OF WORK FOR FINANCIAL ADVISORY SERVICES

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

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

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

# **IF PUBLIC SALE:**

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

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

# **IF NEGOTIATED SALE:**

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

# **IF PUBLIC OR NEGOTIATED SALE:**

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

# PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY BOARD OF DIRECTORS MEETING May 30, 2018

# CONSENT AGENDA ITEM 6

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

**Recommended Action -**

**Motion** to approve one-year extension of Agreement for Investment Banking Services with Citigroup Global Markets, Inc. through July 29, 2019.

The Authority's current Agreement for Investment Banking Services with Citigroup Global Markets, Inc. will expire on July 29, 2018. The Agreement includes provision to extend contract time for additional periods upon mutual consent of the parties. Staff recommends a one-year extension of the Agreement through July 29, 2019 with all other terms and conditions of the agreement remaining unchanged. Staff intends to go out for bid for these services once it is determined that the Authority should issue new debt or the current bonds are callable.

#### Budget Action: None

#### Attachments:

Tab A Letter of Extension with Citigroup Global Markets, Inc.

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

TAB A Letter of Extension with Citigroup Global Markets, Inc.

# PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

Hon. Ken Doherty Charlotte County Hon. Elton A. Langford DeSoto County Hon. Priscilla Trace Manatee County Hon. Alan Maio Sarasota County

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

May 30, 2018

Kevin Dempsey Citigroup Global Markets Inc. 100 North Tampa Street, Suite 3750 Tampa, Florida 33602

Re: Agreement for Investment Banking Services (July 29, 2010) One-Year Extension of Agreement thru July 29, 2019

Mr. Dempsey:

The above referenced Agreement allows for a time extension of the Agreement upon mutual consent of the Authority and Citigroup Global Markets Inc. The Authority Board of Directors approved a one year extension of the Agreement through July 29, 2019. All other terms and conditions of the Agreement remain unchanged. Please sign and return a copy of this letter to be attached and be a part of the Agreement.

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

Best Regards,

CITIGROUP GLOBAL MARKETS INC.

Patrick J. Lehman, P.E. Executive Director Signature

Date

Print Name

Title

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ATTEST:

÷.

PEACE RIVE/MANASOTA REGIONAL WATER SUPPLY AUTHORITY

2/2010 Patrick J. Lehman Executive Director

WITNESSES:

CITIGROUP GLOBAL MARKETS INC.

Todd H. Holde

Director

date

APPROVED AS TO FORM:

Douglas Manson

General Coursel for the Peace River Manasota Regional Water Supply Authority

# **BOARD APPROVED**

JUL 2 9 2010

Peace River Manasota **Regional Water Supply Authority** 

# PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY BOARD OF DIRECTORS MEETING May 30, 2018

# CONSENT AGENDA ITEM 7

## Information Technology Support and Management Services Firm Selection

Recommended Action - Motion to approve ranking and authorize the Executive Director or their designee to execute a Professional Services contract for Information Technology Support and Management Services, pending review by General Counsel, with the highest ranked firm; Entech United, LLC, DBA: Entech.

On April 11, 2018 the Authority issued a Request for Qualifications for Information Technology Support and Management Services. Only one (1) proposal was received by the deadline on May 11, 2018. In accordance with the Authority's Procurement Policy the Professional Services Evaluation Committee met on May 15<sup>th</sup> in a publicly noticed meeting in to review SOQs and develop an order of preference.

The only firm to submit a SOQ for this work (Entech) is the firm currently under contract to the Authority for these services. Based on review of the Entech SOQ and their past work history for the Authority, the Authority's Professional Services Evaluation Committee recommends Board confirmation of the ranking below and authorization for the Executive Director to execute a Professional Services contract for Information Technology Support and Management Services with Entech United, LLC, DBA Entech. Work orders issued under the proposed contract will be negotiated on an as-needed basis. This is a budgeted line item.

| Rank | Firm                             | Office Location |  |  |
|------|----------------------------------|-----------------|--|--|
| 1    | Entech United, LLC, DBA: Entech. | Bradenton, FL   |  |  |

## Budget Action: None.

#### Attachments:

- Tab AStaff Memorandum including Selection Committee Tabulation, Request for Qualifications and<br/>Notice of Intended Decision
- Tab BProfessional Services Agreement for Information Technology Support and Management<br/>Services including Entech's May 11, 2018 SOQ

TAB A Staff Memorandum including Selection Committee Tabulation, Request for Qualifications and Notice of Intended Decision

# MEMORANDUM

| DATE: | May 16, 2018  |
|-------|---|
| TO:   | Patrick Lehman, Executive Director  |
| FROM: | Kevin Morris, Manager of Engineering & Projects                                   |
| RE:   | Consultant Selection for 'Information Technology Support and Management Services' |

## **Recommendation**

Staff recommends Board approval of the Authority's Professional Services Evaluation Committee ranking below for Information Technology Support and Management Services, and authorization for the Executive Director to execute a professional services agreement with the top ranked firm; Entech United, LLC, DBA: Entech. Work orders issued under this contract for specific coverages, services and support will be negotiated on an as needed basis. This is a budgeted line item.

| Ranking | Firm                            | Office Location |  |  |
|---------|---------------------------------|-----------------|--|--|
| 1       | Entech United, LLC, DBA: Entech | Bradenton, FL   |  |  |

# **Background**

The Authority has one (1) fulltime IT Administrator position which is fully staffed but the organization requires supplemental services as a backup to fill gaps in coverage, to offer assistance with complex IT initiatives which may be too large for a single person to implement, to provide 24/7 monitoring of firewalls, to arrange secure offsite backups and to launch status alerts for systems and servers when needed. This contract vehicle also lends access to top level staff in the IT industry with the latest training and certifications for managing security protocols to deal with emerging threats. Finally, as an industry provider, the IT Services consultant opens access to vendor discounts for enterprise hardware and software platforms when updates are needed are either only available through those linkages or that can be more economically sourced through those strategic partnerships.

# Discussion

On April 11, 2018 the Authority requested (advertised) Statements of Qualifications for firms interested in providing Professional Services for Information Technology Support and Management Services. Although a number of calls from interested parties were fielded in the

subsequent weeks, only one (1) SOQ was received by the submittal deadline of May 11, 2018. In accordance with the Authority's procurement policy SOQ(s) submitted by firms interested in providing these services were reviewed and ranked by the Professional Services Evaluation Committee (PSEC) in a publicly noticed meeting at the Authority's Administrative Offices on May 11, 2018. Review criteria included: (1) Consultant Competence and Qualifications, (2) Experience on Similar Projects, (3) Project Manager Qualifications and Experience, (4) Project Approach, (5) Consultant Staff Resources, (6) Consultant Team Past Record on Authority Projects, and (7) Consultant Office Proximity to Authority Service Area. The PSEC ranking sheet is attached.

Staff recommends Board approval of the Authority's PSEC ranking below for Information Technology Support and Management Services, and authorization for the Executive Director to execute a professional services agreement with the top ranked firm; Entech United, LLC, DBA: Entech. Work orders issued under this contract for specific coverages, services and support will be negotiated on an as-needed basis. Contract duration is three years with up to two extensions (one year each) if acceptable to both parties.

Copies of the following are enclosed:

- 1) Selection Committee Tabulation
- 2) Request for Qualifications
- 3) Notice of Intended Decision

Peace River Manasota Regional Water Supply Authority

١

 $M_{\rm MM}$  [5,  $2\omega$ ) (5  $\ell$  / $0\mu_{\rm M}$ General Professional Services for Information Technology Support and Management Services **Tabulation Sheet** 

| _        |                |              |        |   | <br> |   |   |   |   |   |   |
|----------|----------------|--------------|--------|---|------|---|---|---|---|---|---|
|          | TOTAL          | (100 points) | 87,00  | - | 5    | 0 | 0 | 0 | 0 | 0 | 0 |
|          | 5              | (5 points)   | S      |   |      |   |   |   |   |   |   |
|          | 4              | (15 points)  | 14     |   |      |   |   |   |   |   |   |
| Criteria | m              | (20 points)  | 1      |   |      |   |   |   |   |   |   |
|          | 2              | (30 points)  | 52     |   |      |   |   |   |   |   |   |
|          | <del>r</del> i | (30 points)  | 26     |   |      |   | ÷ |   |   |   |   |
|          |                | CONTRACTOR   | ENTELL |   |      |   |   |   |   |   |   |

Criteria:

1 Consultant Qualification and Experience N

Project Manager/ Programmer Qualifications and Experience Consultant References

m

4 v

Office Proximity to Authority Service Are

And tee, Finance and Administration Manager (PRI ۵ Mike Coates Deputy Director (PRMRWSA) Member Signatures: 124

Kevin Morris, Engineering & Project Manager (PRN đ Rob y

Rob Wilson, Network Administrator II (PRMRWSA)

**IT Services Memo** 

Cost/Rates

# PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY REQUEST FOR STATEMENT OF QUALIFICATIONS

for

# INFORMATION TECHNOLOGY SUPPORT AND MANAGEMENT SERVICES

The Peace River Manasota Regional Water Supply Authority (Authority) is requesting 'Statement of Qualifications' from consultants interested in providing information technology (IT) support and management services to supplement the Authority's own in-house IT capabilities. The Authority is seeking to select the most qualified candidate for its needs and then will negotiate specific work orders with the chosen consultant over the next several years to meet our needs. Firms interested in being considered for this opportunity must submit their Statements of Qualifications (SOQ) conveying their experience, qualifications and expertise in this type of work.

It must be noted that the Authority's IT Systems are separate and distinct from the Supervisory Control and Data Acquisition (SCADA) Systems and their associated application platforms used to control and operate industrial systems and equipment at water treatment and pumping facilities. The consultant selected for this IT support contract will only perform services on the business IT systems.

An information packet containing details of the 'Information Technology Support and Management Services' and the SOQ submittal requirements is available for downloading from the Authority's website (<u>www.regionalwater.org</u>) for no charge beginning <u>April 11, 2018</u>. Questions regarding this Request for SOQs must be directed by email to Rachel Kersten (<u>rkersten@regionalwater.org</u>) no later than <u>5:00 P.M. EST, May 2, 2017</u>. All responses to questions and addenda, if applicable, will be posted on the Authority website.

Firms desiring to provide these services to the Authority must submit six (6) paper copies and one (1) electronic copy of their SOQ in accordance with the requirements contained in the information packet to the attention of Patrick Lehman, Executive Director, at the address listed below no later than <u>2:00 P.M. EST, May 11, 2018</u>.

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

Dated this 11<sup>th</sup> day of April, 2018

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

# NOTICE OF INTENDED DECISION FOR AWARD OF CONTRACT-INFORMATION TECHNOLOGY SUPPORT AND MANAGEMENT SERVICES

Recommended Action -Approve selection committee recommendation and<br/>authorize the Executive Director to enter into an agreement<br/>for Information Technology Support and Management<br/>Services with Entech United, LLC, DBA: Entech.

Statement of Qualifications were requested in accordance with the Authority's Procurement Policy and received on May 11, 2018. One firm provided a timely submittal. Staff evaluated the submittal in accordance with the Authority's Procurement Policy and found the candidate to be experienced, well qualified and suitable for the role.

Staff recommends the Authority Board of Directors approve the firm described below for award of contract for 'Information Technology Support and Management Services' at the Authority Board Meeting on May 30, 2018.

| Firms (Listed Alphabetically)   | Location      |  |  |
|---------------------------------|---------------|--|--|
| Entech United, LLC, DBA: Entech | Bradenton, FL |  |  |

Failure to file a protest within the time prescribed in section 120.57(3), Florida Statues, 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: 5/16/18

TAB B Professional Services Agreement for Information Technology Support and Management Services Including Entech's May 11, 2018 SOQ

# AGREEMENT FOR INFORMATION TECHNOLOGY SYSTEMS SUPPORT AND MANAGEMENT SERVICES

The Agreement is made this 30<sup>th</sup> day of May, 2018 ("Effective Date") between the PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY, an independent special district created pursuant to Section 373.1962, Florida Statutes, now found in Section 373.713, Florida Statutes, acting by and through its governing Board of Directors, hereinafter referred to as the "Authority" whose address is 9415 Town Center Parkway, Lakewood Ranch, Florida 34202 and Entech United, LLC, doing business as Entech, hereinafter referred to as "Contractor" whose address is 615 67<sup>th</sup> Street Circle East, Suite 101, Florida 34208.

WHEREAS, the Authority owns and operates a secure information technology network; and

WHEREAS, the Authority desires to retain a contractor to provide information technology systems support and management services; and

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

WHEREAS, Contractor desires to render information technology systems support and management to the Authority, and has the experience, staff, and resources to perform those services.

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

#### **SECTION 1. DEFINITIONS**

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

- A. "Agreement" This written document and the Agreement Documents set forth in Section7 hereof, as it may be amended from time to time.
- B. "As-Needed Information Technology Systems Support and Management Services" Information technology ("IT") and management services to supplement the Authority's own in-house IT capabilities, which may include but is limited to, routine ongoing services issued on an annual basis, installation of new AV equipment, deploying significant new enterprise-wide software upgrades, or purchasing new equipment, to be provided by the Contractor to be performed from time-to-time on a project specific basis.
- C. "Fee Schedule" Schedule showing billing rates for Contractor's various personnel classifications, equipment and specific tasks that serves as a basis for budget development on tasks within the Scope of Services, and which is included as "Exhibit A" in the Agreement.
- D. "Scope of Services" Specific tasks and duties to be conducted by Contractor within a predetermined timeframe for a specified fee to meet a defined objective, collectively comprising a Work Order and also known as the "Project".
- E. "System" All real property, interest in real property, fixtures, personal property, computers and communications equipment, wells, buildings, treatment systems, pumps, pipelines, storage facilities, reservoirs, aquifer storage and recovery facilities and appurtenant or associated facilities of the Authority used in the storage, treatment and delivery of water to Authority customers.
- F. "Work Order"– An individual work assignment to be conducted by Contractor at the direction of the Authority, consisting of single or multiple tasks completed within a pre-

2

determined timeframe for a pre-approved fee, including a Scope of Services, which is also known as the "Project".

#### SECTION 2. ENGAGEMENT OF CONTRACTOR

The Authority hereby agrees to engage Contractor, and Contractor hereby agrees to perform As-Needed Information Technology Systems Support and Management Services as directed by the Authority. This Agreement in no way reflects an exclusivity arrangement with the Contractor for this type of service. Key personnel and subcontractors shall not be assigned to or removed from the Project by Contractor without the prior written approval of the Authority. Both parties agree that replacement of key personnel and subcontractors must be with equal or more qualified persons, and must be approved by the Authority before a new member works on a Project. Notwithstanding, the Authority and Contractor may assign other individuals to serve as a key personnel for particular Work Orders.

# SECTION 3. WORK ORDERS, SCOPE OF SERVICES AND THE CONTRACTOR'S RESPONSIBILITY

For each Work Order assigned to the Contractor, the Authority and Contractor shall develop a Scope of Services that will include the project objective, project tasks, staffing, performance schedule and estimated costs required to complete the Work Order. Contractor shall proceed and furnish these services upon authorization by the Authority. Any modification to a Work Order, including a change to the Scope of Services, must be approved in writing by the Authority. In addition to the services set forth in individual Work Orders, the Contractor shall perform the following:

A. Contractor shall secure at its own expense, all personnel, facilities, materials, and equipment required to perform the services necessary to complete each Work Order.

- B. Contractor shall maintain an adequate and competent professional staff appropriately certified/licensed and operating within the State of Florida to complete its assignments.
- C. Contractor shall designate in writing a single representative with whom the Authority shall coordinate project work. This representative shall have the authority to transmit instructions, receive information, and interpret and deliver Contractor's policies, opinions and decisions related to each assigned Work Order.
- D. Contractor shall secure all licenses or permits required by law for the completion of assigned Work Orders and shall be in compliance with all federal, state and local law, statutes, rules, regulations, ordinances, orders and decisions in effect at the time of the execution of the Agreement and during the time of performance of a Work Order.
- E. Contractor shall, at all times, keep the Authority advised as to the status of each Work Order including, but not limited to, the progress on individual tasks within the Scope of Services. The Authority and its authorized representatives shall have the right to visit any work site and the office of Contractor at any reasonable time for purposes of inspection.
- F. Contractor shall cooperate with other contractors, construction contractors, and suppliers retained by the Authority as needed.
- G. The Authority shall have the right during the three (3) year period following the expiration or termination of the Agreement to audit Contractor with regard to any financial matters in connection with the services provided under this Agreement. The requested audit shall be performed by a certified public accountant selected and paid for by the Authority. Contractor shall make all documents and data available to the Authority or its designated auditor. Contractor may have the audit reviewed by Contractor's auditor at Contractor's expense.

 H. If applicable, any list of items required to render complete, satisfactory, and acceptable the As-Needed Information Technology Systems Support and Management Services provided by the Authority for a Work Order must be completed pursuant to Section 218.735, Florida Statutes, as amended.

#### SECTION 4. THE AUTHORITY'S RESPONSIBILITY

Except as otherwise provided in individual Work Orders, the Authority's responsibilities are as follows:

- A. To designate the Authority's Executive Director to act on the Authority's behalf with respect to the assigned Work Orders within the spending threshold limitations reflected in the latest version of the Authority's Procurement Policy. The Executive Director shall have complete authority to execute Work Orders, transmit instructions; receive information; approve invoices and authorize payments thereon; and interpret and define Authority's policies and decisions with respect to materials, elements, sub-contractors, key personnel and systems pertinent to Contractor's services. Notwithstanding, this subsection A. may not be amended by a Work Order.
- B. To provide, within a reasonable time from request of Contractor existing data, plans, reports and other information in the Authority's possession or under the Authority's control that are necessary or may be helpful to Contractor in performance of their duties, and to provide full information regarding requirements of the Work Orders, including objectives, budget constraints, criteria and other pertinent requirements.
- C. To furnish required information and services and render approvals and decisions as expeditiously as necessary for the orderly progress of Contractor's services.

D. If applicable, the Authority will develop any list of items required to render complete, satisfactory, and acceptable the construction services provided pursuant to section 218.735, Florida Statutes, as amended.

#### **SECTION 5. TIME OF PERFORMANCE**

Contractor shall commence work on a Work Order upon receipt of a Notice to Proceed and shall satisfactorily complete the services in the Scope of Services for the Work Order within the established project schedule.

#### **SECTION 6. COMPENSATION**

The Authority agrees to pay the Contractor for work performed under a Work Order in accordance with the Local Government Prompt Payment Act, Part VII, Florida Statutes, upon receipt of a proper invoice and as follows:

- A. Compensation for each Work Order shall be established based on the Fee Schedules in Exhibit "A", and tasks included in the Scope of Services. Individual tasks in a Scope of Services may be compensated as either lump-sum or time-and-materials as negotiated between Contractor and the Authority. Work Orders issued on an annual basis will incorporate renumeration on a monthly basis. Final payments in all cases will be subject to successful completion of a Work Order and the Authority's acceptance of tasks and project schedule, in accordance with the terms of this Agreement and the Work Order. The Fee Schedule in Exhibit "A" may be adjusted for each extension upon written approval by the Executive Director.
- B. The fair and reasonable expenses of Contractor necessarily incurred in the performance of the duties herein described and agreed to by the Authority shall, upon proper invoice and detail, be paid by the Authority, at actual cost with no mark-up. The Authority shall also

pay out-of-pocket expenses, at actual cost with no mark-up, incurred by Contractor for the Authority relating to the Work Order activities, and agreed to by the Executive Director. Expenses, which may be incurred by Contractor for travel or hotels, must be pre-approved by the Executive Director and, if pre-approved, will be reimbursed in accordance with Exhibit "B", Authority Resolution 2018-01 *Resolution Establishing Per Diem and Travel Expenses* (or latest revision). This paragraph supersedes any conflicts that may occur with Exhibit "A".

- C. Contractor shall prepare and submit to the Authority's Executive Director for approval monthly invoices for the services rendered pursuant to completion of each Work Order. All invoices shall be on a calendar month basis. Invoices must be submitted to the Executive Director by the 20<sup>th</sup> day of the month for work completed the previous month. Payment shall be made in accordance with paragraph A from the date when it is stamped as received by the Authority unless payment is not approved by the Executive Director pursuant to paragraph D. All invoices shall be accompanied by a report identifying the nature and progress of the services performed and in a format approved by the Executive Director.
- D. The Authority reserves the right to withhold payment to Contractor for failure to perform services in accordance with the provisions of the Agreement, and the Authority shall promptly notify Contractor if any invoice or report is found to be unacceptable and will specify the reasons therefore.
- E. Contractor shall have the right to suspend services under the Agreement if an invoice becomes delinquent. "Delinquent" shall be defined as an invoice not being paid within sixty (60) days from receipt thereof by the Authority. Contractor's right to suspend services

does not become effective if the Authority has withheld payment of an invoice as authorized by paragraph D above.

- F. Disputes regarding a monthly invoice and/or report shall be resolved pursuant to Section 218.76(2), Florida Statutes, as may be amended.
- G. The Authority may, in addition to other remedies available at law or equity, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against the Authority. The Authority may set off any liability or other obligation of the Contractor or its affiliates to the Authority against any payments due the Contractor under any agreement with the Authority.

#### **SECTION 7. AGREEMENT DOCUMENTS**

The following documents are attached or incorporated herein by reference and made a part of this Agreement:

- A. Fee Schedule, attached hereto as Exhibit "A",
- B. Authority Resolution 2018-01 *Resolution Establishing Per Diem and Travel Expenses*, (or latest revision) attached hereto as Exhibit "B";
- C. Certificate of Insurance, attached hereto as Exhibit "C",
- D. Contractor's "Statement of Qualifications"; and
- E. Any written amendments, modifications, Work Orders or addenda to the Agreement.

In the event of a conflict of contract terminology, priority shall first be given to the language in the body of this Agreement, then to Exhibit "A", as they may be amended, and then Work Orders.

#### SECTION 8. DOCUMENTS AND DATA

A. The Authority and the Contractor shall comply with the provisions of Chapter 119, Florida
 Statutes (Public Records Law). 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 Authority in order to perform the service; (2) provide the public with access to public records on the same terms and conditions that the Authority 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 Authority, 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 Authority in a format that is compatible with the information technology systems of the Authority. 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.

- B. Copies of all technical data and working papers regarding any Work Order shall be made available to the Authority in accordance with Section 3, Paragraph E.
- C. All tracings, plans, specifications, maps, evaluations, reports and technical data including working papers prepared or obtained under the Agreement, shall become the property of the Authority without restriction or limitation of use, and shall be made available, upon

request, to the Authority at any reasonable time. Contractor may retain copies thereof for their files and internal use. Any use by the Authority of such materials obtained under the Agreement for any purpose not within the Scope of Services of Contractor pursuant to the Agreement or use of incomplete materials obtained from Contractor by the Authority shall be made at the risk of the Authority and made without liability to Contractor. However, this does not constitute a disclaimer of the professional competency of the original work as used within a Work Order.

- D. All final plans, contract documents and/or such other documents that are required by Florida Law to be endorsed and are prepared by Contractor in connection with a Work Order shall bear the certification of a person in the full employment of Contractor or duly retained by Contractor and duly licensed and with current registration in the State of Florida in the appropriate professional category.
- E. Contractor shall make any patentable product or result of the Scope of Services and all information, design, specifications, data, and findings available to the Authority in accordance with Section 3, Paragraph E. No material prepared in connection with the Project will be subject to copyright by Contractor. The Authority shall have the right to publish, distribute, disclose and otherwise use any material prepared by Contractor pursuant to assigned Work Orders. Any use of materials or patents obtained by the Authority under the Agreement for any purpose not within the Scope of Services of Contractor pursuant to the Agreement shall be at the risk of the Authority. At the Authority's discretion, whenever any renderings, photographs of renderings, photographs of model, or photographs of the Project are released by the Authority for publicity, proper

credit for engineering or design shall be given to Contractor, provided the giving of such credit is without cost to the Authority.

- F. For a period of five (5) years after the completion of the Work Orders, Contractor agrees to provide the Authority with copies of any additional materials in their possession resulting from the performance of the Agreement.
- G. Contractor shall not publish, copyright, or patent any of the data furnished or developed pursuant to any assigned Work Order without first obtaining the Authority's written consent.

#### SECTION 9. STANDARD OF PERFORMANCE

Contractor shall perform and complete all assigned Work Orders in a timely manner and in accordance with the standard of care, skill, and diligence customarily provided by an experienced professional organization rendering the same services, and in accordance with sound principles and practices. The Authority shall decide all questions, difficulties, and disputes of any nature whatsoever that may arise under or by reason of the Agreement, the prosecution and fulfillment of the services called for hereunder, or the character, quality, amount, or value thereof. The decision of the Authority upon all such claims, questions, or disputes shall be reasonable and in adherence with sound principles and practices applicable to the contracted services.

#### SECTION 10. CONTRACTOR'S ACKNOWLEDGEMENTS AND REPRESENTATIONS

Contractor acknowledges and explicitly represents to the Authority the following:

- A. Contractor is duly authorized to conduct business in the State of Florida.
- B. In connection with the work to be performed under the Agreement, Contractor will abide by and assist the Authority in satisfying all applicable federal, state and local laws, rules, regulations and guidelines (including but not limited to the Americans with Disabilities

Act) relative to performance under this Agreement. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, handicap, disability, marital status or national origin.

- C. Contractor recognizes that:
  - 1. Authority is contractually obligated to furnish potable water to the Authority's customers who have an immediate need for such water; and
  - 2. Authority may suffer financial loss if the services are not completed within the time periods set forth in a Work Order, or any extensions thereof.
- D. Contractor has familiarized itself with the nature and extent of the Agreement, services expected to be performed under the Agreement, and federal, state and local laws, statutes, rules, regulations, ordinances, orders and decisions, that may affect Contractor's performance of the Agreement.
- E. Contractor has reviewed the Agreement (including its Exhibits) and all available information and data shown or indicated in the Agreement and has given the Authority written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in the Agreement or information or data, and the written resolution thereof by the Authority is acceptable to Contractor.
- F. Contractor shall obtain and review all information and data that relates to assigned Work Orders or which Contractor may reasonably anticipate may affect cost, scheduling, progress, performance or furnishing of any Scope of Services, including, but not limited to, information and data indicated in the Agreement or related to work under separate contracts, to the extent such work may interface with Contractor's services provided pursuant to the Agreement.

G. Contractor recognizes and acknowledges that the time for the performance of each WorkOrder is of the essence in the Agreement.

# SECTION 11. SUSPENSION OF PROJECT – EXTRA SERVICES

- A. The Authority shall have the absolute right to terminate or suspend any Work Order, or amend any Work Order upon mutual agreement, at any time and for any reason upon reasonable notice, and such action on its part shall not be deemed a default or breach of the Agreement. Suspensions or termination of a Work Order by the Authority and amendments to any Work Order shall be in writing.
- B. If Contractor is of the opinion that any service the Authority directs it to perform substantially increases the services of Contractor beyond the original Scope of Services of the Work Order ("Extra Services"), Contractor shall, within ten (10) days of such direction, notify the Authority in writing of this opinion. The Authority shall, within twenty (20) days after receipt of such notification, fairly judge as to whether or not such service in fact increases the services of Contractor beyond the Scope of Services in the Agreement and constitutes Extra Services. If the Authority determines such service does constitute Extra Services, it shall provide extra compensation to Contractor negotiated by the Authority and Contractor based upon the provisions of Section 6 above.
- C. In the event a Work Order project is entirely or partly suspended, delayed, or otherwise hindered by any cause whatsoever, Contractor shall make no claims for additional compensation or damages owing to such suspensions, delays or hindrances. Such suspensions, delays or hindrances may only be compensated for by an extension of time, as the Authority may decide however such extension shall not operate as a waiver of any other rights of the Authority. Upon resumption of the Work Order, Contractor shall resume

its service until the Scope of Services is completed in accordance with the Work Order, and the time for completion of the services, which were suspended, shall be extended for the duration of the suspension.

- D. If, in the opinion of the Authority, the progress of an assigned Work Order during any period is substantially less than the amount that is necessary to meet the project schedule, the Authority may require Contractor to take whatever action is necessary, in the opinion of the Authority, to put the Work Order back on schedule. Such action shall not constitute Extra Services unless the delays were caused by circumstances beyond the control of Contractor or its agents, employees or subcontractors.
- E. In the event of claims by others against the Authority in connection with work being conducted under a Work Order, the Contractor shall provide to the Authority such technical assistance that the Authority may request. Such assistance shall constitute Extra Services, unless such claims are caused by the failure of Contractor, its agents, employees, or subcontractors to comply with the terms and conditions of the Agreement or otherwise perform their duties under this Agreement or a Work Order.
- F. If Authority requires Contractor to assist with an audit of a Work Order's costs, such assistance shall not be considered Extra Services.

#### SECTION 12. SUBCONTRACTORS

Contractor shall not subcontract, assign, or transfer the Agreement or any work specifically authorized in the Agreement without the prior written consent of the Authority, which consent may be withheld in the Authority's sole discretion. Contractor shall be solely responsible for the employment, direction, supervision, compensation and control of any and all subcontractors, contractors or other persons employed by Contractor. Contractor shall cause all subcontractors, contractors or other persons employed by Contractor to abide by the terms and conditions of the Agreement and all applicable law as their work or services affect the Authority. Contractor shall not permit any subcontractor, supplier or other person or organization to perform work or services unless such subcontractor, supplier or other person or organization has complied with the workers' compensation insurance requirements contained in Section 14 herein. Nothing in this Agreement shall be construed to create, or be implied to create, any relationship between the Authority and any subcontractor of the Contractor.

#### SECTION 13. INDEPENDENT CONTRACTOR

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

#### **SECTION 14. INSURANCE**

- A. The Contractor must maintain during the entire term of this Agreement, insurance in the following kinds and amounts with a company or companies authorized to do business in the State of Florida and shall not commence work under this Agreement until the Authority has received an acceptable certificate of insurance showing evidence of such coverage.
- B. The amounts and types of insurance shall be appropriate for the services being performed by the Contractor, its employees or agents and must conform to the following minimum requirements:

- 1. <u>Workers Compensation</u>. Coverage must apply for all employees and statutory limits in compliance with the applicable state and federal laws. In addition, the policy must include the following:
  - a. Employer's Liability with a minimum limit per accident in accordance with statutory requirements.
  - Notice of Cancellation and/or Restriction. The policy must be endorsed to provide Authority with thirty (30) days written notice of cancellation and/or restriction.
- 2. Commercial or Comprehensive General Liability. Coverage must include:
  - a. \$1,000,000.00 combined limit per occurrence for bodily injury, personal injury and property damage.
  - b. Contractual coverage applicable to this specific contract, including any hold harmless and/or indemnification agreement, broad form property damage, explosion, collapse, and underground hazard coverage and independent contractor's coverage.
  - c. Additional Insured. Authority is to be specifically included as an additional insured.
  - d. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide Authority with thirty (30) days written notice of cancellation and/or restriction.

- <u>Comprehensive Automobile Liability</u>. Coverage must be afforded on a form no more restricted than the latest edition of the Comprehensive Automobile Liability Policy filed by the Insurance Services Office and must include:
  - a. \$1,000,000.00 combined single limit per accident for bodily injury and property damage.
  - b. Owned Vehicle.
  - c. Hired and Non-Owned Vehicles.
  - d. Employee Non-Ownership.
  - e. Additional Insured. Authority is to be specifically included as additional insured.
  - f. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide Authority with thirty (30) days written notice of cancellation and/or restriction.
- 4. Professional Liability. Coverage must include:
  - a. Minimum limit of \$1,000,000.00 per occurrence or claim of malpractice, negligence, error and omissions.
  - Minimum limit of \$1,000,000.00 in the aggregate for claims of malpractice, negligence, error and omissions.
  - c. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide Authority with thirty (30) days written notice of cancellation and/or restriction.
- C. Contractor must deliver to the Authority Certificates of Insurance evidencing the insurance coverage specified in this Section 14 prior to commencing work under the Agreement. The

required Certificates of Insurance not only shall name types of policies provided but also shall refer specifically to the Agreement.

- D. Insurance coverage shall be placed with insurers or self-insurance funds, satisfactory to the Authority, licensed to do business in the State of Florida and with a resident agent designated for the service of process. Contractor shall provide the Authority with financial information concerning any self-insurance fund insuring Contractor. At the Authority's option, Self-Insurance Fund financial information may be waived.
- E. All the policies of insurance so required of Contractor, except workers compensation and professional liability, shall be endorsed to include as additional insureds: the Authority, its directors, officers, employees and agents. Such insurance policies shall include or be endorsed to include a cross liability clause so the additional insureds will be treated as if a separate policy were in existence and issued to them. If the additional insureds have other insurance, which might be applicable to any loss, the insurance required of Contractor shall be considered primary, and all other insurance shall be considered excess. The cross liability clause does not increase the limits of liability or aggregate limits of the policy.
- F. Deductible and self-insured retention amounts shall be subject to approval by the Authority, which approval shall not be unreasonably withheld. Contractor is responsible for the amount of any deductibles or self-insured retentions.
- G. Approval of the insurance by the Authority shall not relieve or decrease the liability of Contractor hereunder. Contractor acknowledges and agrees the Authority does not in any way represent the insurance (or the limits of insurance) specified in this Section 14 is sufficient or adequate to protect Contractor's interests or liabilities, but are merely minimums.

- H. All of the policies of insurance required to be purchased and maintained (or the certificates or other evidence thereof) shall contain a provision or endorsement that the coverage afforded will not be cancelled, materially changed, or renewal refused, until at least thirty (30) days prior written notice has been given to the Authority and Contractor by certified mail. Contractor shall give notice to the Authority within twenty-four (24) hours of any oral or written notice of adverse change, non-renewal or cancellation. If the initial insurance expires prior to completion of the work, renewal Certificates of Insurance shall be furnished thirty (30) days prior to the date of their expiration.
- I. All insurance required hereunder shall remain in full force and effect until final payment and at all times thereafter when Contractor may be observing the correction, removal or replacement of defective work.
- J. Professional liability insurance shall continue in force until the end of the fifth (5th) calendar year following the calendar year in which the Agreement is terminated. The current professional liability insurance policy, if not renewed, shall provide for an extended reporting period on the existing policy through said fifth (5th) calendar year.
- K. Contractor shall, upon request by the Authority, deliver to the Authority a copy of each insurance policy purchased by Contractor.
- L. All policies, except for workers' compensation and professional liability, shall contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of subrogation against the Authority, its contractors, directors, officers, employees, representatives or agents. Nothing contained in these insurance requirements is to be construed as limiting the liability of Contractor or Contractor's insurance carriers.

- M. The commercial (occurrence form) or comprehensive general liability (occurrence form) insurance shall include contractual liability insurance applicable to all of the Contractor's obligations under the Agreement, including any indemnity or hold harmless provision.
- N. Contractor shall require each of its subcontractors, suppliers and other persons or organizations working for Contractor to procure and maintain, until the completion of that party's work or services, insurance of the types and in the coverage amounts required to be carried by Contractor in the Agreement unless the Authority agrees, in writing, to other types of coverage and/or lower coverage amounts. Provided, however, professional liability insurance shall not be required under the Agreement for subcontractors, suppliers or other persons or organizations working for Contractor, unless such party is a licensed professional. The preceding sentence does not preclude Contractor for requiring such insurance. Contractor shall be responsible for ensuring all of its subcontractors, suppliers and other persons or organizations working for Contractor in connection with the Project comply with all of the insurance requirements contained herein relative to each such party. The Contractor must obtain certificates of insurance from any subcontractor otherwise the Contractor must provide evidence satisfactory to the Authority that coverage is afforded to the subcontractor or by the Contractor's insurance policies.

#### SECTION 15. INDEMNIFICATION OF THE AUTHORITY

Contractor agrees to indemnify and hold harmless the Authority, and its directors, officers and employees from liabilities, damages, losses, and costs, either at law or in equity, including but not limited to, reasonable attorney fees and costs and attorney fees and costs on appeal, as a result of any negligent or reckless act or omission or any intentional wrongful conduct of Contractor and other persons employed or utilized by the Contractor in performance of the Agreement. The execution of the Agreement by Contractor shall obligate Contractor to comply with the foregoing indemnification provision; however, the obligations of insuring this indemnification must also be complied with as set forth in Section 14 herein.

#### **SECTION 16. TERM OF AGREEMENT**

The term of this Agreement is three (3) years from the Effective Date, unless terminated pursuant to the provisions of this Agreement. This Agreement may be extended for up to two (2) additional one (1) year periods upon mutual written agreement of both parties. All Work Orders must be completed within the term of this Agreement, unless the Work Order is unavoidably delayed. A Work Order may not be issued for work that exceeds the Agreement's expiration date.

#### SECTION 17. TERMINATION OF AGREEMENT BY THE AUTHORITY/SURVIVAL

- A. The Agreement may be terminated by the Authority, with or without cause, upon ten (10) days written notice to the Contractor. Termination will be effective on the date provided in the notice. In the event of termination under this Section 17, the Contractor shall be entitled to compensation for all services provided to the Authority up to the date of termination, which are within the Scope of Services, documented in the Work Order, and are allowed under this Agreement. If the Agreement is so terminated, Contractor must promptly deliver to the Authority copies of all then completed deliverable items and all tracings, drawings, survey notes and other documents that directly support the deliverables prepared by Contractor.
- B. In the event the Agreement is terminated by Authority or Contractor, the duties and obligations of Contractor under the following provisions shall survive termination and continue in full force and effect:
  - 1. Section 3(G) and 11(F), regarding Audits;
  - 2. Section 8, regarding Documents and Data;

- 3. Section 15, regarding Indemnification of the Authority;
- 4. Section 17, regarding Termination of Agreement by the Authority/Survival;
- 5. Section 18, regarding Default/Remedies;
- 6. Section 25, regarding Dispute Resolution; and
- 7. Section 26, regarding Controlling Law/Attorney Fees.

#### SECTION 18. DEFAULT/REMEDIES

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

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

#### **SECTION 19. SEVERABILITY**

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

#### SECTION 20. PROHIBITION AGAINST CONTINGENCY FEES

Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor to solicit or secure this Agreement and that Contractor has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the Authority shall have the right to terminate the Agreement without liability, and at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

#### SECTION 21. TRUTH-IN-NEGOTIATIONS/PUBLIC ENTITY CRIMES AFFIDAVIT

- A. Contractor certifies that wage rates and other factual unit costs included in the Fee Schedule are accurate, complete and current at the time of contracting. The original Agreement Fee Schedule, Work Order price and any additions thereto shall be adjusted to exclude any significant sums by which the Authority determines the Agreement Fee Schedule or Work Order price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. Any such adjustments will be made within one (1) year following the end of this Agreement.
- B. Pursuant to Subsections 287.133(2) and (3), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or contractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two, for a period of thirty-six (36) months following the date of being placed on the convicted vendor list. By signing this Agreement, Contractor warrants that it is not currently on a suspended vendor list and that it has not been placed on a convicted vendor list in the past thirty-six

(36) months. Contractor further agrees to notify the Authority if placement on either of these lists occurs.

#### SECTION 22. SUCCESSORS AND ASSIGNS

Except as otherwise provided in this Agreement, Contractor may not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the Authority.

## **SECTION 23. FORCE MAJEURE**

Contractor is not responsible for damages or delay in performance caused by acts of God, strikes, lock-outs, accidents, or other events beyond control of Contractor. In any such event, Contractor's contract price and schedule shall be equitably adjusted.

# SECTION 24. NO THIRD PARTY BENEFICIARY

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

## **SECTION 25. DISPUTE RESOLUTION**

In the event any dispute or disagreement arises during the course of the Work Order, the Contractor shall fully perform the Work Order in accordance with the Authority's written instructions and may claim additional compensation. The Contractor is under a duty to seek clarification and resolution of any issue, discrepancy, or dispute by submitting a formal request for additional compensation, schedule adjustment or other proposed dispute resolution to the Authority's Executive Director no later than ten (10) days after the precipitating event. The parties will use their best efforts to resolve amicably any dispute, including use of alternative dispute resolution options. No services shall be delayed or postponed pending resolution of any disputes or disagreements.

#### SECTION 26. CONTROLLING LAW/ATTORNEY FEE

- A. The Agreement is to be governed by the laws of the State of Florida. The sole and exclusive venue for any litigation resulting out of the Agreement shall be in Manatee County, Florida, and if in federal court, shall be exclusively in the Middle District of Florida, Tampa Division.
- B. Should either party employ an attorney or attorneys to enforce any of the provisions of this Agreement, or to protect its interest in any matter arising under this Agreement, or to recover damages for the breach of this Agreement, the party prevailing is entitled to receive from the other party all reasonable costs, charges and expenses, including attorneys' fees, expert witness fees, fees and costs on appeal, and the cost of paraprofessionals working under the supervision of an attorney, expended or incurred in connection therewith, whether resolved by out-of-court settlement, arbitration, pre-trial settlement, trial or appellate proceedings, to the extent permitted under Section 768.28, Florida Statutes. This paragraph does not constitute a waiver of the Authority's sovereign immunity or extend the Authority's liability beyond the limits established in Section 768.28, Florida Statutes.

#### SECTION 27. CONFLICTING EMPLOYMENT

Contractor certifies that it does not at the time of execution of this Agreement have any retainer or employment agreement, oral or written, with any third party that directly conflicts with any interest or position of the Authority relating to the services provided by the Contractor under this Agreement. The Contractor further agrees that it shall not accept during the term of this Agreement any retainer or employment from a third party whose interests are in direct conflict with those of the Authority regarding the services being performed under this Agreement. In the event the Contractor is faced with an employment opportunity that appears to be a direct conflict with the services the Contractor is performing under this Agreement, the Contractor shall provide the Authority with notice of the employment opportunity. If the Authority determines that the employment would be a direct conflict with the services the Contractor is performing under this Agreement, the Contractor and the Authority shall have the opportunity to decide whether or not the Contractor will decline the employment opportunity or will accept the employment opportunity and terminate this Agreement.

## SECTION 28. NOTICES

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

If to the Contractor: Entech United, LLC 615 67<sup>th</sup> Street Circle East, Suite 101 Bradenton, Florida 34208 Attention: David Spire, Vice President

Either party may change said address by notice in writing to the other party in the manner herein provided.

## SECTION 29. EXTENT OF AGREEMENT

A. The Agreement represents the entire and integrated agreement between the Authority and Contractor and supersedes all prior negotiations, representations or agreement, either written or oral for services under a blanket agreement of this nature. This Agreement in no way is connected with nor affects separate agreement(s) arrived at through formal solicitation for professional services associated with large, dedicated capital improvement projects as may be awarded by the Authority Board of Directors.

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

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

| ATTEST:      | PEACE RIVER MANASOT<br>REGIONAL WATER SUPPLY AUTHOR |            |
|--------------|---|------------|
| BY:          | Patrick J. Lehman, P.E.                             | Date       |
|              | Executive Director                                  |            |
| WITNESS:     | ENTECH UNITED, LLC, D                               | BA: ENTECH |
|              | David Spire   | Date       |
|              | Vice President                                      |            |
| PREPARED BY: |   |            |

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

# EXHIBIT A Contractor Fee Schedule



Tampa | Bradenton | Sarasota | Fort Myers | Naples

Tuesday, May 15, 2018

**Kevin Morris** 

Peace River Manasota Regional Water Supply Authority 9415 Town Center Parkway Suite 100 Lakewood Ranch, FL 34202

Kevin,

Below, please find a typewritten version of the Contractor Services Rate Sheet, included in our Statement of Qualifications (SOQ).

#### **Standard IT Support Services:**

• System Support Engineer: \$135/hr\*

*Please note: Entech utilizes a flat billing model and does not charge a premium for senior staff for IT support services.* 

#### Standard IT Project Management, Engineering & Deployment Services:

- Tier 2 (Intermediate) Project Engineering and/or Project Deployment: \$135/hr\*
- Tier 3 (Senior) Project Engineering and/or Project Deployment: \$155/hr\*
- Project Coordination & Management: \$125/hr\*

Please note: Entech does not provide Tier 1 Support or Project Engineers as part of any solution. \*After business hours or holidays, billable rates are 1.5x rates listed above.

Please let me know if you should have any further needs.

Sincerely,

**David Spire** 

Vice President & Chief Development Officer

# EXHIBIT B Resolution 2018-01 'Resolution Establishing Per Diem and Travel Expenses'

#### PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

#### Resolution 2018-01

#### **RESOLUTION ESTABLISHING PER DIEM AND TRAVEL EXPENSES**

**WHEREAS**, the Peace River Manasota Regional Water Supply Authority (Authority), was created pursuant to Section 373.1962, Florida Statutes, now found in Section 373.713, Florida Statutes, and Section 163.01, Florida Statutes; and

WHEREAS, Section 112.061, Florida Statutes, establishes per diem and travel expenses of public officers, employees, and authorized persons; and

**WHEREAS**, the Authority meets the definition of a "public agency" under Section 112.061, Florida Statutes; and

**WHEREAS**, Section 112.061(14)(a)4., Florida Statutes, allows special districts to establish rates by the enactment of a resolution that may vary from the per diem rate or mileage rate provided in the statute; and

**WHEREAS**, the Authority approved Resolution 2005-09 establishing per diem and travel expenses on November 2, 2005; and

**WHEREAS**, the Authority finds that the meal allowance and mileage reimbursable rates established in 2005 are now inadequate for the purpose for which they were intended and should, therefore, be revised; and

**WHEREAS**, the meal allowance rates for federal employees, as annually published by the U.S. Government Services Administration (GSA), and the Internal Revenue Service (IRS) mileage reimbursement rate for use of a privately-owned vehicle are hereby deemed reasonable and adequate as such rates are current and take into account regional cost differences.

#### NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY, THAT:

Section 1. The above recitals are true and correct, and are fully incorporated herein.

Section 2. Resolution 2005-09 is repealed and rescinded.

Section 3. The meal allowance rates shall be the rates established by the GSA based on the location of the work activity, as updated annually on October 1.

Section 4. The mileage reimbursement rate shall be the "standard mileage rate for business use of a vehicle" established by the IRS, as updated annually on January 1, or as otherwise adjusted from time to time by the IRS.

Section 5. The revised meal allowance and mileage reimbursement rates shall immediately take effect and shall adjust in accordance with this Resolution without further action of the Board of Directors.

Section 6. All other paragraphs of Section 112.061, Florida Statutes, shall remain in effect regarding per diem and travel expenses of public officers, employees, and authorized persons of the Authority.

Duly passed on this Second day of February 2018 by the Board of Directors of the Peace River Manasota Regional Water Supply Authority in Arcadia, Florida.

Attest:

du Patrick J. Lehman

Executive Director

Approved as to Form:

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

Peace River Manasota Regional Water Supply Authority

Commissioner Chairman

#### BOARD APPROVED

FEB - 2 2018

Peace River Manasota Regional Water Supply Authority

# EXHIBIT C Certificates of Insurance

|             | A /               |   | Clien   |                      |                      |   |                |                                |  | NTECC                        |                   | г                              | DATE (N                  | IM/DD/YYYY)           |
|-------------|-------------------|---|---|----------------------|----------------------|---|----------------|--------------------------------|--|------------------------------|-------------------|--------------------------------|--------------------------|-----------------------|
|             | 40                | CORD <sub>™</sub>                                       | CERI  | IFI                  | CA                   | TE OF LIAB  | ILIT           | Y INS                          | URAN                                     | CE                           |                   |                                |                          | /2018                 |
| B<br>R      | ERT<br>ELC<br>EPF | TIFICATE DOES NO<br>DW. THIS CERTIFIC<br>RESENTATIVE OR | OT AFFIRMATIN<br>CATE OF INSUF<br>PRODUCER, A | /ELY<br>RANC<br>ND T | OR N<br>E DO<br>HE C | FINFORMATION ONLY A<br>IEGATIVELY AMEND, EX<br>DES NOT CONSTITUTE A<br>ERTIFICATE HOLDER.       | CONT           | OR ALTER T<br>RACT BETW        | HE COVERA                                | GE AFFOI                     | RDED<br>URER      | BY THE<br>(S), AU <sup>-</sup> | DLDER<br>POLIC<br>THORIZ | THIS<br>CIES<br>CED   |
| 11          | SUL               | BROGATION IS W  | AIVED, subject                                | to th                | e tern               | TONAL INSURED, the po<br>ns and conditions of the<br>certificate holder in lieu                 | policy.        | certain poli                   | cies may req                             | L INSUREI<br>uire an ene     | ) prov<br>dorser  | isions o<br>nent. A            | or be er<br>statem       | ndorsed.<br>ent on    |
|             |                   |   |   |                      |                      |   | CONTA<br>NAME: | CT Elisha I                    | M. DeLeon,                               | CIC                          |                   |                                |                          |                       |
| 135         | 515               | Oswald Trippe a<br>Bell Tower Drive                     |   |                      |                      |   | E-MAIL         | o, Ext): 239-4:<br>ss: edeleor | 33-7157<br>@bbandt.c                     | om                           |                   | FAX<br>(A/C, No):              | 866-8                    | 02-8680               |
| For         | t M               | yers, FL 33907  |   |                      |                      |   |                |                                | INSURER(S) AF                            | and the second second second | VERAG             | E                              |                          | NAIC #                |
| IN COL      |                   |   |   |                      |                      |   | INSURE         | ERA: Continental               | Casualty Company                         |                              |                   |                                |                          | 20443                 |
| INSU        | RED               | Entech Com  | puter Service                                 | s. In                | c.                   |   | INSURE         | RB: Everest Nati               | onal Insurance Co                        |                              |                   |                                |                          | 10120                 |
|             |                   | Entech Unite  | ••••••••••••••••••••••••••••••••••••          | -,                   |                      |   | INSURE         |                                |  |                              |                   |                                |                          |                       |
|             |                   | 6338 Preside  | ential Court #2                               | 201                  |                      |   | INSURE         |                                |  |                              |                   |                                |                          |                       |
|             |                   | Fort Myers,   | FL 33919                                      |                      |                      |   | INSURE         |                                |  |                              |                   |                                |                          |                       |
| cov         | VER               | AGES  | CER   | TIFIC                | ATE                  | NUMBER:   | MOURE          |                                |  | REVISION                     | NUME              | RER.                           |                          | I                     |
| CI<br>E)    | ERTI              | FICATE MAY BE IS  | ANDING ANY RE<br>SUED OR MAY F                |                      | EMEN<br>AIN. T       | RANCE LISTED BELOW HA<br>T, TERM OR CONDITION O<br>THE INSURANCE AFFORDE<br>LIMITS SHOWN MAY HA | F ANY          | CONTRACT O                     | R OTHER DO                               | CUMENT W                     | ATH DE            | CDECT                          | TO MAL                   | ICH THIC              |
| INSR<br>LTR |                   | TYPE OF INSU  | RANCE   | ADDL                 | SUBR                 |   |                |                                | POLICY EXP<br>(MM/DD/YYYY)               |                              |                   | LIMIT                          | s                        |                       |
| Α           | X                 | COMMERCIAL GENER  | AL LIABILITY                                  |                      |                      | 6012035490  |                |                                | 03/07/2019                               |                              |                   |                                | \$1,00                   | 0,000                 |
|             |                   | CLAIMS-MADE   | X OCCUR                                       |                      |                      |   |                |                                |  | DAMAGE TO<br>PREMISES (      | RENTE<br>Ea occur | D<br>rence)                    | \$500,                   | 000                   |
|             |                   |   |   |                      |                      |   |                |                                |  | MED EXP (A                   | ny one po         | erson)                         | \$10,0                   | 00                    |
|             | CEN               |   |   |                      |                      |   |                |                                |  | PERSONAL                     | & ADV IN          | IJURY                          | \$1,00                   | 0,000                 |
|             | GEN               | N'L AGGREGATE LIMIT A                                   |   |                      |                      |   |                |                                |  | GENERAL A                    | GGREGA            | TE                             | \$2,00                   | 0,000                 |
|             |                   |   | LOC   |                      |                      |   |                |                                |  | PRODUCTS                     | - COMP/           | OP AGG                         | \$2,00                   | 0,000                 |
| в           | AUT               |   |   |                      |                      | CF4CA01176181   |                | 03/07/2018                     | 03/07/2019                               | COMBINED S<br>(Ea accident)  | SINGLE            | IMIT                           | \$<br>\$1,00             | 0,000                 |
|             |                   | ANY AUTO<br>OWNED                                       | SCHEDULED                                     |                      |                      |   |                |                                |  | BODILY INJU                  | JRY (Per          | person)                        | \$                       |                       |
|             | x                 | AUTOS ONLY<br>HIRED<br>AUTOS ONLY<br>X                  | AUTOS<br>NON-OWNED                            |                      |                      |   |                |                                |  | BODILY INJU                  |                   | 10 000-0 CT 10 000             | \$                       |                       |
|             |                   | AUTOS ONLY  | AUTOS ONLY                                    |                      |                      |   |                |                                |  | (Per accident                | )<br>)            |                                | \$                       |                       |
|             |                   | UMBRELLA LIAB   | OCCUR   |                      |                      |   |                |                                |  |                              |                   |                                | \$                       |                       |
|             |                   | EXCESS LIAB   | CLAIMS-MADE                                   |                      |                      |   |                |                                |  | EACH OCCU                    |                   |                                | \$                       |                       |
| - 1         |                   |   |   |                      |                      |   |                |                                |  | AGGREGATE                    |                   |                                | \$                       |                       |
|             |                   | RKERS COMPENSATION                                      | N   |                      |                      |   |                |                                |  | PER                          |                   | OTH-                           | \$                       |                       |
|             |                   | PROPRIETOR/PARTNE<br>ICER/MEMBER EXCLUD                 |   | NI                   |                      |   |                |                                |  | E.L. EACH A                  |                   | ER                             | \$                       |                       |
|             | (Mar              | ndatory in NH)  |   | N/A                  |                      |   |                |                                |  | E.L. DISEASE                 |                   |                                |                          |                       |
|             | DES               | s, describe under<br>CRIPTION OF OPERATI                | ONS below                                     |                      |                      |   |                |                                |  | E.L. DISEASE                 |                   |                                |                          |                       |
|             |                   |   |   |                      |                      |   |                |                                |  |                              |                   |                                | •                        |                       |
|             |                   |   |   |                      |                      |   |                |                                |  |                              |                   |                                |                          |                       |
| DESC        | RIPT              | ION OF OPERATIONS                                       | LOCATIONS / VEHIC                             | IFS (                | ACOPP                | 101, Additional Remarks Schedu  | ulo more l     | na attack - d if               |  |                              |                   |                                |                          |                       |
|             |                   |   | Looking tenic                                 |                      | HOORD                | ion, Additional Remarks Schedu  | ule, may i     | be attached if mo              | ore space is requi                       | ired)                        |                   |                                |                          |                       |
|             |                   |   |   |                      |                      |   |                |                                |  |                              |                   |                                |                          |                       |
|             |                   |   |   |                      |                      |   |                |                                |  |                              |                   |                                |                          |                       |
|             |                   |   |   |                      |                      |   |                |                                |  |                              |                   |                                |                          |                       |
|             |                   |   |   |                      |                      |   |                |                                |  |                              |                   |                                |                          |                       |
|             |                   |   |   |                      |                      |   |                |                                |  |                              |                   |                                |                          |                       |
| CER         | TIF               | ICATE HOLDER  |   |                      |                      |   | CANC           | ELLATION                       |  |                              |                   |                                |                          |                       |
|             |                   | Entech Cor  | national Purpo<br>mputer Servic               | es, I                |                      | ."  | THE            | EXPIRATION                     | HE ABOVE DE<br>I DATE THE<br>ITH THE POI | REOF, NO                     | TICE I            | WILL B                         | NCELLE<br>E DELI         | ED BEFORE<br>VERED IN |
|             |                   | Fort Myers  | dential Court #<br>, FL 33919                 | F201                 |                      |   | AUTHOR         | RIZED REPRESE                  | NTATIVE                                  |                              |                   |                                |                          |                       |
|             |                   |   |   |                      |                      |   | 0.             | A U                            |  |                              |                   |                                |                          |                       |
|             | _                 |   |   |                      |                      |   | 2              | o 1m                           | 1  |                              |                   |                                |                          |                       |

|     | -      |    |  |
|-----|--------|----|--|
| A / |        | DO |  |
| AL  | $\sim$ | RD |  |
| 1   |        | /  |  |

# **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

| Ţ  | HIS CERTIFICATE IS ISSUED AS A   | MAT      | TED     | OF INCODMATION ON  |                 | CONCEDE                    |                            |   | 0105/2010    |
|--|--|----------|---------|--|-----------------|----------------------------|----------------------------|---|--------------|
| B  | ERTIFICATE DOES NOT AFFIRMAT<br>ELOW. THIS CERTIFICATE OF IN<br>EPRESENTATIVE OR PRODUCER, A | IVEL     | Y OF    | R NEGATIVELY AMEND,<br>DOES NOT CONSTITU   | EXTE            | ND OR ALT                  | ER THE CO                  | VERAGE AFFORDED BY TH                                       | HE POLICIES  |
| 10   | APORTANT: If the certificate holder<br>SUBROGATION IS WAIVED, subject                        | is an    | ADD     | ITIONAL INSURED, the   | policy(         | ies) must ha               | ve ADDITIO                 | NAL INSURED provisions or                                   | be endorsed. |
| tł   | nis certificate does not confer rights   | to the   | e cert  | tificate holder in lieu of s   | uch en          | dorsement(s                | s).                        | require all endorsement. A                                  | statement on |
| PRO  | DUCER  |          |         | and the second | CONTA<br>NAME:  | CT                         |                            |   |              |
|  | kton Companies for CoAdvantage   |          |         |  | PHONE           | (000)                      | 854-5423                   | FAX<br>(A/C, No):   |              |
| 444 West 47th Street #900<br>Kansas City, MO 64112               |  |          |         |  |                 |                            | coadvantage.c              |   |              |
| Rai  | isas City, MO 64112  |          |         |  | E-MAIL<br>ADDRE |                            |                            |   |              |
|  |  |          |         |  |                 |                            | I                          | ING COVERAGE  | NAIC #       |
| INCI   | RED  |          |         |  |                 |                            | an Zurich Insu             | rance Company   | 40142        |
| CoAdvantage Corporation Alt. Emp: Entech Computer Services, Inc. |  |          |         |  |                 | ER 8 :                     |                            |   | +            |
| 3350 Buschwood Park Drive #200                                   |  |          |         |  | INSURI          | ER C :                     |                            |   |              |
| Tampa, FL 33618  |  |          |         |  |                 | ER D :                     |                            |   |              |
|  |  |          |         |  |                 | ER E :                     |                            |   |              |
|  |  |          |         |  | INSUR           | ERF:                       |                            |   |              |
|  | VERAGES CER  | TIFI     | CATE    | E NUMBER: 18FL0909166  | 645             |                            |                            | REVISION NUMBER:  |              |
|  | HIS IS TO CERTIFY THAT THE POLICIES<br>IDICATED. NOTWITHSTANDING ANY RI                      |          |         | NT TERM OR CONDITION   | VE BEE          | ISSUED TO                  | THE INSURE                 | D NAMED ABOVE FOR THE PO                                    | DLICY PERIOD |
| E  | ERTIFICATE MAY BE ISSUED OR MAY<br>XCLUSIONS AND CONDITIONS OF SUCH                          | POLI     | CIES.   | LIMITS SHOWN MAY HAVE  |                 | THE DOLLOIG                |                            | DUEDENNIE SUBJECT TO ALL                                    | THE TERMS,   |
| INSR   | TYPE OF INSURANCE  | ADDL     | SUBR    | POLICY NUMBER  |                 | POLICY EFF<br>(MM/DD/YYYY) | POLICY EXP<br>(MM/DD/YYYY) | LIMITS  |              |
|  | COMMERCIAL GENERAL LIABILITY   |          |         |  |                 |                            |                            | EACH OCCURRENCE \$  |              |
|  | CLAIMS-MADE OCCUR  |          |         |  |                 |                            |                            | DAMAGE TO RENTED<br>PREMISES (Ea occurrence) \$             |              |
|  |  |          |         |  |                 |                            |                            | MED EXP (Any one person) \$                                 |              |
|  |  |          |         |  |                 |                            | ĺ                          | PERSONAL & ADV INJURY \$                                    |              |
|  | GEN'L AGGREGATE LIMIT APPLIES PER:   |          |         |  |                 |                            |                            |   |              |
|  | POLICY PRO-<br>JECT LOC  |          |         |  |                 |                            |                            | GENERAL AGGREGATE \$  |              |
|  | OTHER:   | İ        |         |  |                 |                            |                            | PRODUCTS - COMP/OP AGG \$                                   |              |
|  | AUTOMOBILE LIABILITY   | <u> </u> |         |  |                 |                            |                            | COMBINED SINGLE LIMIT                                       |              |
|  | ANY AUTO   |          |         |  |                 |                            |                            | (La accident)   |              |
|  | OWNED  | !        |         |  |                 | l I                        |                            | BODILY INJURY (Per person) \$                               |              |
|  | AUTOS ONLY AUTOS<br>HIRED NON-OWNED  |          |         |  |                 |                            |                            | BODILY INJURY (Per accident) \$ PROPERTY DAMAGE             |              |
|  | AUTOS ONLY AUTOS ONLY  |          |         |  |                 |                            |                            | (Per accident)  |              |
|  |  |          |         |  |                 |                            |                            | \$  |              |
|  | EVOSSELLAD   |          |         |  |                 |                            |                            | EACH OCCURRENCE \$  |              |
|  | CLAIMS-MADE  |          |         |  |                 |                            |                            | AGGREGATE \$  |              |
|  | DED RETENTION S<br>WORKERS COMPENSATION  |          |         |  |                 |                            |                            | S   |              |
|  | AND EMPLOYERS' LIABILITY   |          |         |  |                 |                            |                            | X PER OTH-<br>STATUTE ER                                    |              |
| Α  | OFFICER/MEMBEREXCLUDED?  | N/A      |         | WC 56-11-942-04  |                 | 04/01/2018                 | 04/01/2019                 | E.L. EACH ACCIDENT \$                                       | 1,000,000    |
|  | (Mandatory in NH)  |          |         |  |                 |                            |                            | E.L. DISEASE - EA EMPLOYEE \$                               | 1,000,000    |
| _  | Il yes, describe under<br>DESCRIPTION OF OPERATIONS below                                    |          |         |  |                 |                            |                            | E.L. DISEASE - POLICY LIMIT \$                              | 1,000,000    |
|  |  |          |         | Location Coverage Perio  |                 | 04/01/2018                 | 04/01/2019                 | Client# 21841-FL2   |              |
| Cove<br>only t   | rage is provided for<br>those co-employees<br>it not subcontractors                          | CIR E    | es, inc |  | le, may b       | attached if more           | e space is require         | d)  |              |
| to:  |  | 1200     |         |  |                 |                            |                            |   |              |
|  |  |          |         |  |                 |                            |                            |   |              |
|  |  |          |         |  |                 |                            |                            |   |              |
|  |  |          |         |  |                 |                            |                            |   |              |
| CFF  | TIFICATE HOLDER  |          |         |  | CAN             | FILATION                   |                            |   | ]            |
|  |  |          |         |  | CANC            | ELLATION                   |                            |   |              |
|  | Entech Computer Services, In   | IC.      |         | 5  | SHO             | ULD ANY OF 1               | HE ABOVE DE                | SCRIBED POLICIES BE CANCE                                   | I ED RECORE  |
|  | 615 67TH STREET CIR E  |          |         |  | THE             | EXPIRATION                 | DATE THE                   | REOF. NOTICE WILL BE D                                      | ELIVERED IN  |
|  | UNIT 101   |          |         |  | ACC             | ORDANCE WIT                | TH THE POLIC               | PROVISIONS.   |              |
|  | BRADENTON, FL 34208  |          |         |  |                 |                            |                            | سنهيد البرجية فالأفلاف بوجالات منابا ومتقاط ويرجعه والمعروب |              |
|  |  |          |         |  | AUTHO           | RIZED REPRESEN             |                            |   |              |
|  |  |          |         |  |                 | Josh M                     | Amelle                     |   |              |
|  |  |          |         | 1  |                 | 0                          |                            |   | 1            |

© 1988-2015 ACORD CORPORATION. All rights reserved. The ACORD name and logo are registered marks of ACORD

| ACORD | 8 |
|-------|---|
|       |   |

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/26/2018

| B           | HIS CERTIFICATE IS ISSUED AS A<br>ERTIFICATE DOES NOT AFFIRMAT<br>ELOW. THIS CERTIFICATE OF IN<br>EPRESENTATIVE OR PRODUCER, A | IVELY<br>SURAN<br>ND THE | OR NEGATIVELY AMEND,<br>CE DOES NOT CONSTITUT<br>E CERTIFICATE HOLDER. | EXTEND OR ALT                                      | ER THE CO                   | VERAGE AFFORDED BY TH<br>THE ISSUING INSURER(S), A                      | E POLICIES                     |
|-------------|--|--------------------------|--|--|-----------------------------|---|--------------------------------|
| u u         | MPORTANT: If the certificate holder<br>ne terms and conditions of the policy<br>ertificate holder in lieu of such endor        | , certai                 | n policies may require an er   | policy(ies) must b<br>ndorsement. A sta            | e endorsed.<br>tement on th | If SUBROGATION IS WAIVER  | D, subject to<br>rights to the |
|             | DUCER  | Semen                    | (5).   | CONTACT<br>NAME: David Ker                         | anody                       | -   |                                |
|             | n Hill & Associates Inc.<br>04 Del Prado Blvd #107   |                          |  | NAME: David Kei<br>PHONE<br>(A/C, No, Ext): 239-94 |                             | FAX<br>(A/C, No): 239-9   | 45 2162                        |
|             | pe Coral FL 33904  |                          |  | E-MAIL<br>ADDRESS:                                 | 0-1000                      | (A/C, No): 239-9  | 45-5105                        |
|             |  |                          | -  |  | SURER(S) AFFO               | RDING COVERAGE  | NAIC #                         |
|             |  |                          |  | INSURER A : NAS INS                                | surance                     |   |                                |
|             | RED<br>tech Computer Services, Inc.  | ENTEC-1                  |  | INSURER B :  |                             |   |                                |
| 63          | 38 Presidential Court, #201  |                          |  | INSURER C :  |                             |   |                                |
| Fo          | rt Myers FL 33919  |                          |  | INSURER D :  |                             |   |                                |
|             |  |                          | - h 1,   | INSURER E :  |                             |   |                                |
|             | VERAGES CER  | TIEICA                   | TE NUMBER: 450000005   | INSURER F :  |                             |   |                                |
|             | HIS IS TO CERTIFY THAT THE POLICIES  |                          | TE NUMBER: 1596833985  | E REEN ISSUED TO                                   |                             | REVISION NUMBER:  |                                |
| C           | IDICATED. NOTWITHSTANDING ANY R<br>ERTIFICATE MAY BE ISSUED OR MAY<br>XCLUSIONS AND CONDITIONS OF SUCH                         | PERTAI                   | MENT, TERM OR CONDITION  |  |                             | DOCUMENT WITH RESPECT TO  | MULICILI TINO                  |
| INSR<br>LTR | TYPE OF INSURANCE  | ADDL SU                  | JBR  | POLICY EFF<br>(MM/DD/YYYY)                         |                             | LIMITS  |                                |
|             | COMMERCIAL GENERAL LIABILITY   |                          |  |  |                             | EACH OCCURRENCE \$  |                                |
|             | CLAIMS-MADE OCCUR  |                          |  |  |                             | DAMAGE TO RENTED<br>PREMISES (Ea occurrence) \$                         |                                |
|             |  |                          |  |  |                             | MED EXP (Any one person) \$   |                                |
|             |  |                          |  |  |                             | PERSONAL & ADV INJURY \$  |                                |
|             | GEN'L AGGREGATE LIMIT APPLIES PER:   |                          |  |  |                             | GENERAL AGGREGATE \$  |                                |
|             |  |                          |  |  |                             | PRODUCTS - COMP/OP AGG \$   |                                |
|             | AUTOMOBILE LIABILITY   |                          |  |  |                             | COMBINED SINGLE LIMIT &   |                                |
|             | ANY AUTO   |                          |  |  |                             | (Ea accident)   |                                |
|             | ALL OWNED SCHEDULED  |                          |  |  | -                           | BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$        |                                |
|             | AUTOS AUTOS<br>HIRED AUTOS AUTOS   |                          |  |  |                             | PROPERTY DAMAGE ¢   |                                |
|             |  |                          |  |  |                             | (Per accident) \$   |                                |
|             | UMBRELLA LIAB OCCUR  |                          |  |  |                             | EACH OCCURRENCE \$  |                                |
|             | EXCESS LIAB CLAIMS-MADE  |                          |  |  |                             | AGGREGATE \$  |                                |
|             | DED RETENTION \$   |                          |  |  |                             | \$  |                                |
|             | WORKERS COMPENSATION<br>AND EMPLOYERS' LIABILITY Y / N   |                          |  |  |                             | PER OTH-<br>STATUTE ER  |                                |
|             | ANY PROPRIETOR/PARTNER/EXECUTIVE   | N/A                      |  |  |                             | E.L. EACH ACCIDENT \$   |                                |
|             | (Mandatory in NH)  |                          |  |  |                             | E.L. DISEASE - EA EMPLOYEE \$   |                                |
| A           | DÉSCRIPTION OF OPERATIONS below<br>Professional Liability  |                          | FOOTOF   |  |                             | E.L. DISEASE - POLICY LIMIT \$  |                                |
| ^           | (E & O)  |                          | 503565   | 3/7/2018   | 3/7/2019                    | Each Claim Limit \$2,00<br>Aggregate \$2,00                             | 0,000<br>0,000                 |
| DESC        | CRIPTION OF OPERATIONS / LOCATIONS / VEHIC   | LES (ACC                 | DRD 101. Additional Remarks Schodul                                    | e may be attached if ma                            |                             | od)   |                                |
| ****        | *******FOR INSURED'S PURPOSES C  | NLY***                   | *******  | e, may be attached if mo                           | re space is requir          | ed)   |                                |
|             |  |                          |  |  |                             |   |                                |
|             |  |                          |  |  |                             |   |                                |
|             |  |                          |  |  |                             |   | -                              |
|             |  |                          |  |  |                             |   |                                |
|             |  |                          |  |  |                             |   |                                |
| CEF         | RTIFICATE HOLDER   |                          |  | CANCELLATION                                       |                             |   |                                |
|             | Entech Computer Services<br>6338 Presidential Court, #2  | , Inc.                   |  | SHOULD ANY OF<br>THE EXPIRATION<br>ACCORDANCE WI   | DATE THE                    | ESCRIBED POLICIES BE CANCEL<br>REOF, NOTICE WILL BE DE<br>Y PROVISIONS. | LED BEFORE<br>LIVERED IN       |
|             | Fort Myers FL 33919  | .01                      |  | AUTHORIZED REPRESE                                 | NTATIVE                     |   |                                |
|             |  |                          |  | Din Keng   | -                           |   |                                |
|             |  |                          |  |  |                             |   |                                |
|             |  |                          |  | © 19   | 00-2014 ACC                 | ORD CORPORATION. All rig  | hts reserved.                  |

The ACORD name and logo are registered marks of ACORD



# Statement of Qualifications Peace River Manasota Regional Water Supply Authority



Tampa | Bradenton | Sarasota | Fort Myers | Naples

Friday, May 11, 2018

**Rachel Kersten** 

Peace River Manasota Regional Water Supply Authority 9415 Town Center Parkway Suite 100 Lakewood Ranch, FL 34202

Rachel,

Every colleague at Entech takes great pride in their opportunity to serve the many small businesses in our communities daily. We appreciate the opportunity to earn your trust and confidence. It is our experience that as you grow and succeed we will also grow and succeed. Through technology strategy, guidance, integration, and support, we will do our part to position your organization for success with focus and attention.

We are passionate innovators in how we do business. Through meticulous planning, industry partnerships, and communication management we make enterprise solutions accessible to the small businesses in our community. Our proven systems fill a much-needed void in the technology service industry today.

Thank you for your time and consideration in choosing a technology partner and we look forward to growing with you.

Sincerely,

Jake Spanberger President

David Spire Chief Development Officer







Confidential Information - Page | 1





# **Company Profile**

Entech is an IT Managed Service and Integration provider doing business as an LCC in Tampa Bay and Southwest Florida areas since 1998. We believe in a proactive, strategic approach to technology management. We pair high-level engineering with sharp business acumen to provide best-in-class, enterprise-level support and project solutions to our clients. We are integrally involved with multiple local non-profit organizations, and we donate our time and financial resources to ensure that we are strengthening our local community.

At our heart, we are a family-centric business that believes that a strong culture and employee satisfaction are at the heart of providing outstanding customer service. We couple this with a talented team of engineers and consultants to provide locally and globally acclaimed IT Managed Services measured by customer service, technical talent, and response time benchmarks.

2018 marks our 20<sup>th</sup> year serving our communities. We currently have 35 dedicated colleagues on staff servicing 175+ contract clients at 300+ locations. Operations are conducted from three offices located in Fort Myers, Naples, and Bradenton.

- Company Name: Entech United, LLC, DBA: Entech
- Primary Corporate Office Address: 615 67th Street Circle East, Suite 101, Bradenton, FL 34208
- Secondary Corporate Office Address: 6338 Presidential Court, Suite 201, Fort Myers, FL 33919
- Telephone: 941-721-6423
- Website: www.entechUS.com
- Email: david@entechUS.com
- Years in Business: Founded in 2015
- **Business Type:** Limited Liability Company
- State Incorporated: Florida
- Date Incorporated: March 27, 2015
- Document Number: L15000054718

# Certificate of Registration

| FLORIDA   | Certificate of   | DR-11<br>R. 10/14                  |                                 |  |
|---|--|------------------------------------|---------------------------------|--|
|   | Issued Pursuant to Chap  | pter 212, Florida Statutes         |                                 |  |
| DEPARTMENT<br>OF REVENUE                                      |  |                                    |                                 |  |
|   | 51-8016764773-9  | 06/18/15                           |                                 |  |
|   | Certificate Number   | Registration Effective Date        |                                 |  |
| This certifies that   |  |                                    |                                 |  |
| ENTECH UNITED LLC<br>615 67TH STREET CIF<br>BRADENTON FL 3420 | REUNIT 101   |                                    | - 1                             |  |
|   | gistration requirements for the busi<br>his certificate is non-transferable. | iness location stated above and is | authorized to collect and remit |  |











# Assigned Project Manager

Over 15 years of hands-on experience with implementation, troubleshooting, documentation and IT project management in fast paced, diverse environments both remote and onsite.

Proficiency in network, server, storage, virtualization environments, disaster recovery and deployments. Effective at listening to the business stakeholders needs and translates that to practical cost-effective solutions.

### Technical Expertise Overview:

- Systems: Windows (XP/VISTA/7/8, 2003/2008/20012/SBS), VMware
- Hardware: Dell, HP Servers and SAN, IBM Servers and SAN, SonicWall, Cisco ASA, WatchGuard, Extreme Networks, Desktops, WYSE Thin Clients, Switches, Routers, Structured Cabling
- **Software:** Exchange, Microsoft Office w/ Outlook, BlackBerry Enterprise, ActiveSync, Symantec, McAfee, Trend, Backup Exec, Barracuda, MX Logic, Postini, Terminal, Remote Desktop, iPhone, Android, Kaseya, GFI Max, Level Platforms, 3rd Party Applications
- Networking: Active Directory, TCP/IP, SMTP, SQL, Web, VPN, Wireless

### Present & Past Professional & Project Experience:

- Entech (Bradenton, FL) September 2015 Present
- Pemco World Air Services (Tampa, FL) June 2015 September 2015
- Corporate Technologies (Eden Prairie, MN) February 2012 June 2015
- Loffler Companies (Bloomington, MN) October 2005 February 2012

### Project & Technical Scope Details:

- Provided network administration services for Active Directory configuration and cleanup after server migration of Windows 2003 to 2012 R2
- Created login scripts and group policies for management of resources per department
- Consolidated and organized data in shared folders
- Adjusted NTFS permissions on shared data to match department resource needs
- Implemented DFS namespaces and replication for data redundancy
- Managed and installed Dell, HP, and IBM servers for over 900 customers including IBM Blade and SAN
- Installed and configured VMware vSphere including physical to virtual conversions and migrations to virtual environments along with VMware High Availability
- Maintained existing Hyper-V environments
- Setup and configured Sonicwall and Cisco ASA firewalls, managed additional existing firewalls
- Setup and maintained Exchange servers including backup, recovery, and migrations from previous versions



- Setup and maintained SQL 2005/2008/2012 servers including backup, recovery, and migrations from previous versions
- Configured cloud based spam filtering for customers
- Setup and configured Barracuda Backup appliances for both physical and virtual environments
- Maintained and troubleshoot existing Backup configurations
- Performed wireless survey and setup SonicPoints, Cisco, and HP wireless solutions
- Setup and configured HP and Cisco Layer 2 and Layer 3 switches
- Implemented processes and procedures for onsite staff to follow
- Provided step by step documentation on installation and configuration methods
- Managed and implemented network/server deployments, migrations, upgrades
- Made recommendations to clients through onsite reviews
- Diagnosed and documented through ticketing system escalated network issues
- Worked with vendors to implement third party line of business applications
- Provided regular and emergency onsite visits for maintenance
- Provided documentation for network configurations and layouts
- Provided escalated support for on call after hours
- Provided training and career path assistance for onsite staff
- Evaluated, recommended, and created Statements of Work for projects
- Managed and installed Dell and HP servers for over 300 customers
- Installed and configured VMware vSphere including physical to virtual conversions and migrations to virtual environments
- Setup and configured Sonicwall and Cisco PIX firewalls, managed additional existing firewalls
- Setup and maintained Exchange servers including backup, recovery and migrations from previous versions
- Configured cloud based MX Logic and Postini spam filtering for customers
- Deployed Symantec and McAfee (on-premise and cloud) and managed additional existing AV solutions
- Setup, maintained, and troubleshoot existing Symantec Backup Exec configurations
- Setup and configured HP, Cisco, Extreme Networks Layer 2 and Layer 3 switches
- Managed and implemented network/server deployments, migrations, upgrades
- Made recommendations to clients through 6 month reviews
- Deployed and managed remote monitoring system for all clients using Kaseya and GFI Max
- Worked with vendors to implement third party line of business applications
- Provided regular and emergency onsite visits for maintenance
- Created training videos and documentation for policies and procedures
- Provided documentation for network configurations and layouts
- Completed any available depot work as needed
- Provided Helpdesk support during downtime
- Provided escalated support for on call after hours
- Evaluated, recommended, and created Statements of Work for projects
- Significant accomplishments include the configuration and management of several city based governments and their associated departments and vendors.





# Additional Key Resources

Over 18 years of experience in Network, Server, Desktop and Application support. Extensive knowledge of all Microsoft software packages such as Server, Exchange Server, Windows OS, Office, Office 365, Active Directory, and Terminal Servers.

Highly Proficient in VMWare ESXi, VDI, Hyper-V, Veeam, Shadow Protect, Datto, Labtech, Screen Connect, and Connectwise Software. SonicWALL Firewalls, Dell Servers, SAN's Switches and PC's, Avaya Phone systems, Sonicwall SSLVPN, Camera Systems and Printers. Served in US Army 2nd Infantry Division, Fort Jackson, SC.

### Present & Past Professional & Project Experience:

- Entech (Bradenton, FL) January 2018 Present
- Softrim, LLC (Fort Myers, FL) September 2016 January 2018
- CRS Technology Consultants (Cape Coral, FL) December 2010 September 2016
- Edison State College (Fort Myers, FL) March 2009 October 2010
- Chico's FAS, Inc. (Fort Myers, FL) May 2001 September 2007

### Project & Technical Scope Details:

- Led a team of 22 Field and Remote Engineers
- Reported on deficiencies within the Managed Services department
- Developed policies and procedures to streamline support services and reduce deficiencies
- Developed new training procedures and deployed to company in group and one on one setting
- Provided insight to Executive Management as to the proper direction of the department
- Successfully managed migration of 674 users in 31 locations across the country to new Citrix environment in 5 weeks
- Increased company profit by 7% in 4 months by coaching and mentoring engineers assisting in resolving issues remotely rather than onsite, drastically reducing mileage and labor expenses
- Developed recurring Remote Support Projects for Device, Data Backups and Virus protection, giving the company a proactive approach to the protection of clients and increasing billable hours and revenue
- Provided 3rd Tier technical support to all engineers, Remote and Field, on daily issues
- Managed administration, configuration, and maintenance of Labtech RMM software
- Installed, configured and managed Microsoft server, Exchange, and SQL software
- Performed migrations of On-Premise Exchange to Office 365, and assisted clients in moving their businesses to cloud based, offering research, solutions and migration assistance
- Manage projects including but not limited to Lab Upgrades and Mass PC rollouts, software training and licensing
- Successfully managed high profile project for opening of new 17 Million Dollar medical training facility





# Additional Key Resources

Deep interest in solving technical problems and accustomed to helping non-technical end-users to understand computers and the software running it.

Disciplined, able to set goals and complete assignments with minimum supervision. Excellent at communicating with the end users in a clear and simple way, regardless of their technical level. Adept at solving advanced networking, electronic, and computer technology problems. Proficient at handling multiple projects and assignments concurrently.

### Present & Past Professional & Project Experience:

- Entech (Bradenton, FL) October 2016 Present
- School District of Lee County (Fort Myers, FL) May 2013 October 2016
- Desoto County School System (Arcadia, FL) November 2010 May 2013
- Acadia Computer (Arcadia, FL) July 2010 November 2010

### Project & Technical Scope Details:

- Final Tier support for the School District, consisting of 90+ remote sites.
- Over 60,000 Windows Computers, 50,000 Chromebooks, 830+ Servers, and 130 VM Hosts.
- Automated various processes to minimize human error and complete tasks more consistently and efficiently.
- Technical lead on various projects, new software/hardware implementations and large scale issues requiring the cooperation of various technical teams and non-technical departments.
- Provide fixes across various applications using Group Policies, Altiris jobs, Scripts (Powershell, Batch) and other tools.
- Managed Altiris 6.9 implementation for imaging and software installation.
  - Decreased Image size from 24GB to 14GB without removing software.
  - Created a hardware-independent imaging script.
- Migrated physical school servers to VMWare Hosts (86 Locations)
- Provided End-User support to a staff of 100+ and student base of 900+ at 2 locations.
  - Supported approximately 400 Laptop and Desktop computers.
  - End-User support consisted of Student/Staff computer hardware and software troubleshooting. o iPad and Kindle support.
  - Dymo Mimio interactive teaching ads; Document cameras; Dell/Epson Projectors.
- Worked on various projects that affected other schools or the entire school district such as:
  - Replaced Server 2003 domain Controllers with Server 2008 R2 domain controllers in order to upgrade forest level to 2008.
  - Migrated physical, system critical servers to VMWare ESXi Clusters/Host throughout district.
  - Set up 6 new computer labs throughout district. Ran Cat5e cable, terminated jacks/patch panels, installed cable raceways, switch installation, computer imaging and setup, group policy. (Approx. 300 Network drops)





## Additional Key Personnel

The Consultant's proposed project team/key personnel are to be indicated below.

| Name | Job Classification          | Area of Expertise   | Location |
|------|-----------------------------|---|----------|
|      | Director of IT & Security   | <ul><li>Advanced Network Security</li><li>Business Intelligence</li><li>Advanced Database Support</li></ul>   | BR       |
|      | NOC Engineer                | <ul><li>Managed Server Backups</li><li>Business Intelligence</li><li>Office 365 Configuration</li></ul>   | BR       |
|      | Strategy/Account<br>Manager | <ul><li>Budgeting</li><li>IT Planning</li></ul>   | BR       |
|      | Service Team Lead           | <ul><li>IT Service Delivery</li><li>Advanced Server Management</li><li>Network Security</li></ul>   | FM       |
|      | Project Coordinator         | Project Management  | FM       |
|      | Controller                  | • Finance   | FM       |
|      | Senior Systems Engineer     | <ul> <li>Office 365 Configuration and<br/>Management</li> <li>Advanced Server Management</li> <li>Virtualization Technologies</li> </ul>            | BR       |
|      | NOC Engineer                | <ul> <li>Cloud Enterprise Security</li> <li>Mobile Device Management</li> <li>Administration of Monitoring &amp;<br/>Maintenance Systems</li> </ul> | FM       |
|      | Development<br>Coordinator  | <ul><li>Hardware</li><li>Licensing</li><li>Procurement</li></ul>  | BR       |
|      | Systems Engineer            | <ul> <li>UTM Appliance Configuration and<br/>Support</li> <li>Server Management</li> <li>Apple Device Support</li> </ul>                            | FM       |
|      | Support Engineer            | <ul><li>Mobile Device Support</li><li>Desktop Support</li></ul>   | FM       |



| David Spire | Vice President                  | <ul><li>Leadership, Finance</li><li>Business Management</li></ul>   | BR |
|-------------|---------------------------------|---|----|
|             | Systems Engineer                | <ul> <li>Desktop Support</li> <li>Cloud Line of Business<br/>Applications Support</li> <li>Office 365 Configuration &amp;<br/>Management</li> </ul>   | FM |
|             | Director of<br>Managed Services | <ul> <li>IT Service Management &amp;<br/>Planning</li> <li>Research and Development of<br/>Internal Tools &amp; Procedures</li> <li>Advanced Office 365<br/>Configuration and Management</li> <li>Advanced Server Configuration<br/>and Management</li> </ul> | FM |
|             | Service Team Lead               | <ul> <li>Advanced Server Configuration<br/>and Management</li> <li>IT Service Delivery</li> <li>Advanced Desktop Support</li> <li>VoIP Configuration and Support</li> </ul>   | FM |
|             | Service Coordinator             | <ul><li>Client Relationship Management</li><li>Coordination and Planning</li></ul>  | FM |
|             | Systems Engineer                | <ul> <li>WAN and LAN Connectivity</li> <li>Microsoft Technologies, including<br/>Advanced Server Management</li> <li>Hosted Exchange / Office 365</li> <li>VoIP Configuration and Support</li> </ul>  | FM |
|             | Systems Engineer                | <ul> <li>Server Management</li> <li>Desktop Support</li> <li>Wireless Access Point<br/>Configuration and Management</li> </ul>  | BR |





## **Consultancy** Certifications





Certified Information Systems Security Professional



Certified Ethical Hack



The professionals at Entech hold dozens of certifications collectively, a number that is continually increasing. A few of the most recognized certifications earned by staff include the following:

### **Certified Ethical Hacker**

A Certified Ethical Hacker is a skilled professional who understands and knows how to look for weaknesses and vulnerabilities in target systems and uses the same knowledge and tools as a malicious hacker, but in a lawful and legitimate manner to assess the security posture of a target system(s). The CEH credential certifies individuals in the specific network security discipline of Ethical Hacking from a vendor-neutral perspective.

The purpose of the CEH credential is to establish and govern minimum standards for credentialing professional information security specialists in ethical hacking measures.

### **Certified Information Systems Security Professional**

Certified Information Systems Security Professional (CISSP) is an information security certification developed by the International Information Systems Security Certification Consortium, also known as (ISC)<sup>2</sup>. The CISSP designation is a globally recognized, vendor-neutral standard for attesting to an IT security professional's technical skills and experience in implementing and managing a security program.

To become a CISSP, a candidate is tested in eight domains drawn from the more extensive (ISC)<sup>2</sup> Common Body of Knowledge: security and risk management, asset security, security engineering, communications and network security, identity and access management, security assessment and testing, security operations and software development security.





To achieve this certification, a candidate must have five years full-time experience in at least two of the eight domains. They must also complete the CISSP examination agreement, subscribe to the (ISC)<sup>2</sup> code of ethics, answer several background qualification questions and receive an endorsement from an active (ISC)<sup>2</sup> certified professional.

### Certified SonicWALL Security Administrator (CSSA)

This certification is intended to recognize the Networking Professional who takes and passes a SonicWALL certification exam.

All Entech engineers are required to achieve and maintain a CSSA competency. Each year, 5 Entech engineers are put through in-person, instructor-led training and become SonicWALL credentialed after successfully passing the CSSA exam.

### **CompTIA A+ Certification**

CompTIA A+ certification validates foundation-level knowledge and skills necessary for a career in PC support. It is the starting point for a career. The international, vendor-neutral certification proves competence in areas such as installation, preventative maintenance, networking, security and troubleshooting.

### **CompTIA Security+ Certification**

A CompTIA Security+ certification designates knowledgeable professionals in the field of security, one of the fastest-growing fields in IT.

### **CompTIA Network+ Certification**

CompTIA Network+ validates the knowledge and skills of networking professionals. It is an international, vendor-neutral certification that recognizes a technician's ability to describe the features and functions of networking components and to manage, maintain, troubleshoot, install, operate and configure basic network infrastructure.

### Master Certified SonicWALL Sales Representative

This certificate is designed to recognize the Sales Professional that has already mastered all Certified SonicWALL Sales Representatives certifications. In order to qualify for this program you must first pass all three CSSR certification exams.

### **Cisco Certified Network Associate (CCNA) Routing and Switching**

The CCNA Routing and Switching certification program is for Network Specialists, Network Administrators and Network Support Engineers with 1-3 years of experience. This certificate validates an individual's ability to install, configure, operate and troubleshoot medium-size routed and switched networks.

### Microsoft Certified IT Professional: Server Administrator (SA)

Microsoft Certified IT Professional certifications prove comprehensive sets of skills that are needed to perform various IT roles, and cover Windows Client, Windows Server, Microsoft SQL Server, Microsoft Exchange Server, Microsoft SharePoint and Microsoft Lync.





### Microsoft Certified Technology Specialist (MCTS)

A Microsoft Certified Technology Specialist certification proves an individual's skills and expertise on various Microsoft technologies ranging from Windows operating system to Microsoft Exchange Server. We have staff members who hold MCTS certifications in both Network Infrastructure and Virtualization.

### Microsoft Certified Systems Administrator 2008, 2008-R2, 2012, 2012-R2, 2016

A Microsoft Certified Systems Administrator certification validates an individual's expertise in administering network and systems environments based on the Microsoft Windows operating systems.

### Additional Noteworthy Certifications:

- CA Technologies IT Client Manager (ITCM)
- Certified HIPAA Security Professional
- Certified SonicWall Security Administrator
- Certified SonicWALL Security Professional
- Cisco Certified Network Associate (CCNA)
- Cisco Certified Network Associate Security
- Citrix Certified Administrator
- CompTIA A+
- CompTIA Network +
- CompTIA Project+
- CompTIA Security +
- CompTIA Server+
- Dell Certified System Expert (DCSE)
- Dell Wireless
- HP-UX Certified System Engineer

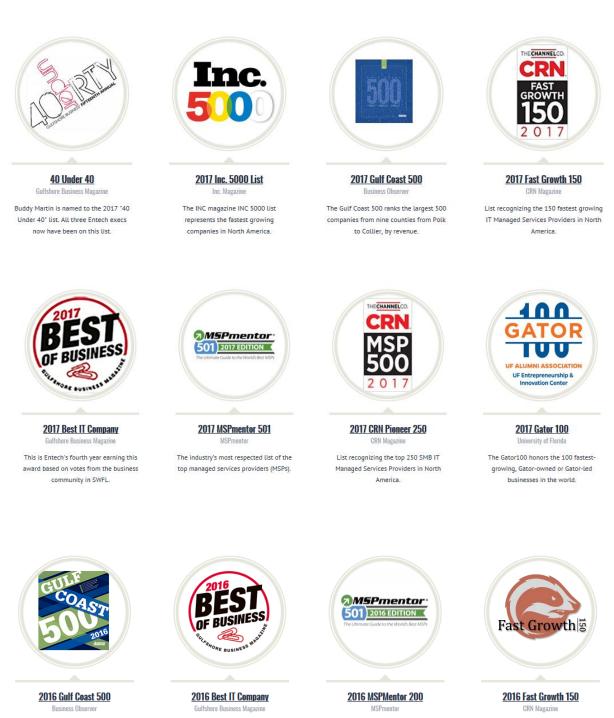
- Integrated Business Systems Level 2
- Information System Security Certification Consortium (ISC2)
- Intel Wireless
- Labtech Certified Professional
- Microsoft Certified Professional (MCP)
- Microsoft Certified Solutions Associate
- Microsoft Certified Solutions Expert
- Microsoft Windows
- Redhat Certified Architect (RHCA)
- StorageCraft Certified Engineer
- StorageCraft Certified Master Engineer
- Symantec Technical Specialist
- VMWare Certified Professional (VCP)





## Community, Industry, and National Recognition

Our most recent accolades include being named Gator 100 (2017 and 2018), INC 5000 (2017), CRN Fast Growth 150 (2016 and 2017) CRN MSP Pioneer 250 (2016 and 2017), MSPMentor Top 501 Global MSP (2013-2017), Gulfshore Business Best of Business (2014-2017), Manatee Chamber Small Business of the Year (2011), and Bonita Springs Chamber Small Business of the Year (2015).



Entech was voted "Best of Business" for

the third year based on votes from the

business community in SWFL

The Gulf Coast 500 ranks the largest 500

companies from nine counties from Polk

to Collier, by revenue.

List recognizing the 150 fastest growing

IT Managed Services Providers in North

America

This award is given annually to the top

200 IT Managed Services Providers in

North America







Confidential Information - Page | 14





## **Client Dossier**

Below is a list and description (SOW's) and examples of clients supported by Entech relating to IT system support and management.

## SOW Definitions

- 1. Comprehensive Managed IT & Infrastructure Services
- 2. Managed Data Backup & Recovery
- 3. Cloud Managed UC
- 4. Managed IT Security
- 5. Retainer Project & As Needed Services Only







| Company Name | Industry | SOW | Contact | Phone |
|--------------|----------|-----|---------|-------|
|              |          |     |         |       |
|              |          |     |         |       |
|              |          |     |         |       |
|              |          | ÷.  |         |       |
|              |          |     |         |       |
|              |          |     |         |       |
|              |          |     |         |       |
|              |          |     |         |       |
|              |          |     |         |       |
|              |          |     |         |       |
|              |          |     |         |       |
|              |          | -   |         |       |
|              |          |     |         |       |
|              |          | Ī   |         |       |
|              |          |     |         |       |
|              | <b>_</b> |     |         |       |
|              | _        | ÷.  |         |       |
|              |          |     |         |       |
|              |          |     |         |       |
|              |          |     |         |       |
|              |          |     |         |       |
|              |          | 1   |         |       |
|              |          |     |         |       |
|              |          |     |         |       |
|              |          |     |         |       |
|              |          |     |         |       |
|              |          |     |         |       |
|              |          |     |         |       |
|              |          |     |         |       |
|              |          |     |         |       |
|              |          |     |         |       |
|              |          |     |         |       |
|              |          |     |         |       |





| Company Name | Industry | SOW | Contact | Phone |
|--------------|----------|-----|---------|-------|
|              |          |     |         |       |
|              |          |     |         |       |
|              |          |     |         |       |
|              |          | T   |         |       |
|              |          |     |         |       |
|              |          |     |         |       |
|              | _        |     |         | _     |
|              |          |     |         |       |
|              |          |     |         |       |
|              |          |     |         |       |
|              |          |     |         |       |
|              |          | T   |         |       |
|              |          |     |         |       |
|              |          |     |         |       |
|              |          |     |         |       |
|              |          |     |         |       |
|              |          |     |         |       |
|              |          |     |         |       |
|              |          |     |         |       |
|              |          |     |         | _     |
|              |          |     |         |       |
|              |          |     |         |       |
|              |          |     |         |       |
|              |          |     |         |       |
|              |          | T   |         |       |
|              |          |     |         |       |
|              |          |     |         |       |
|              |          |     |         |       |
|              |          |     |         |       |
|              |          |     |         |       |
|              |          |     |         |       |
|              |          |     |         |       |
|              |          |     |         |       |





| Company Name | Industry | SOW | Contact | Phone |
|--------------|----------|-----|---------|-------|
|              |          |     |         |       |
|              |          |     |         |       |
|              |          |     |         |       |
|              |          |     |         |       |
|              |          |     |         |       |
|              |          |     |         |       |
|              |          |     |         |       |
|              |          |     |         |       |
|              |          |     |         |       |
|              |          |     |         |       |
|              |          |     |         |       |
|              |          |     |         |       |
|              |          |     |         |       |
|              |          |     |         |       |
|              |          |     |         |       |
|              |          |     |         |       |
|              |          | -   |         |       |
|              |          |     |         |       |
|              |          |     |         |       |
|              |          |     |         |       |
|              |          |     |         |       |
|              |          |     |         |       |
|              |          |     |         |       |
|              |          |     |         |       |
|              |          |     |         |       |
|              |          |     |         |       |
|              |          |     |         |       |
|              |          |     |         |       |











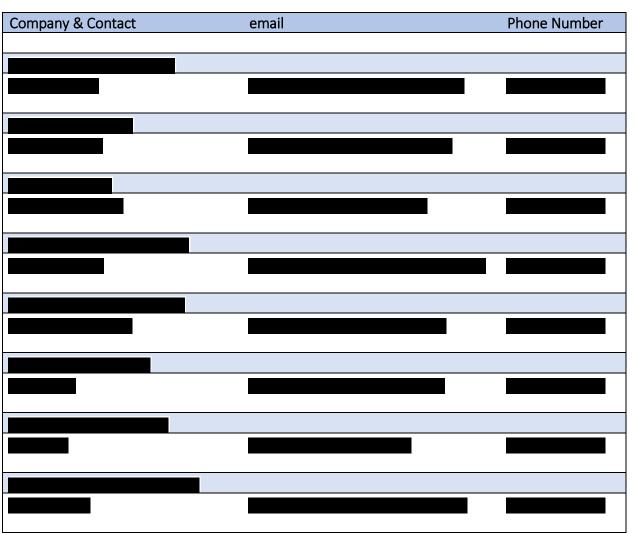
## Disclosures

At time of application Entech does not represent any of the Authorities five customers (Charlotte, Desoto, Manatee, Sarasota Counties and the City of North Port).

At time of application Entech is not currently involved in any litigation against any of the Authorities five customers (Charlotte, Desoto, Manatee, Sarasota Counties and the City of North Port) in any way, directly or indirectly.

At time of application no litigation against Entech for breach of contract for work performed for a Florida public entity within the last five (5) years has taken place.

# References









Confidential Information - Page | 21

#### 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 David Spive. Vice President (Print individual's name and title)

Entech United, LLC (Print name of entity submitting sworn statement) for

whose business address is 1015 1075 St. Cir East, Unit 101 Bradenton, FL 31208

and (if applicable) its Federal Employer Identification Number (FEIN) is 47.3778701 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: 1

- 2. I understand that a "public entity crime" as defined in Section 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.
- I understand that "convicted" or "conviction" as defined in Section 287.133(1)(b), Florida Statutes, means a 3. 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 Section 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.

I understand that a "person" as defined in Section 287.133(1)(e), Florida Statutes, means any natural person 5. or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in management of an entity.

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

 $\checkmark$  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 I (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 <u>FC</u><br>COUNTY OF <u>Lee</u> |   |
| COUNTY OF Lee                              |   |
| Sworn to and subscribed before me this day | of, 2018. Personally known  |
| OR produced i                              | dentification 5160 172 732820.  |
| (Type of Identification)                   |   |
|  | Walker Hame   |
|  | Notary Public<br>Name (Printed) N. 71.0 Honer   |
| My commission expires $1/-1/6-19$          |   |
| (Printed typed or stamped Cor              | nmissioned name of Notary Public)   |
|  | WiLLIAM HOWARD<br>Notary Public - State of Florida<br>Commission # FF 936387<br>My Comm. Expires Nov 16, 2019<br>Bonded through National Notary Assn. |

Professional Services for IT Systems Support and Management Request for SOQ

Page | 7

### PROJECT MANAGER AND PROJECT TEAM/KEY PERSONNEL For INFORMATION TECHNOLOGY SUPPORT AND MANAGEMENT SERVICES

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

| Person's<br><u>Name</u> | Job<br><u>Classification</u> | Area of<br>Expertise<br><u>(Certifications)</u> | Employer      | Office Location |
|-------------------------|------------------------------|---|---------------|-----------------|
|                         | puject manager               | see pages 4-5                                   | Entech        | Bradenton       |
|                         | <u>Gngineer</u>              | see page 6                                      | Entecn        | Fort Myers      |
|                         | <u>Gngineer</u>              | sec page 1                                      | Entech        | Fort Myers      |
|                         | Director                     | <u>ste page. 8</u>                              | Entech        | Bradenton       |
|                         | Engineer                     | se page 8                                       | Gran          | Bradenton       |
|                         | Account Monager              | <u>see page B</u>                               | Entrun        | Bradenton       |
|                         | Jenvice lead                 | Jee page 8                                      | Gitch         | Fort Myers      |
|                         | Project Coordinator          | verpage 8                                       | Green         | Fort Myers      |
|                         | Controller                   | <u>ste page B</u>                               | Contrup       | Fort Myers      |
|                         | <u>Gnginzer</u>              | see page 8                                      | Gatech        | Dradunton       |
|                         | _6ngineer                    | Sec. page 8                                     | <u>Gateca</u> | Fort Myers      |
|                         | Development Coordinat        | x see page 8                                    | Gateen        | Praenton        |

### PROJECT MANAGER AND PROJECT TEAM/KEY PERSONNEL For INFORMATION TECHNOLOGY SUPPORT AND MANAGEMENT SERVICES

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

| Person's<br><u>Name</u> | Job<br><u>Classification</u> | Area of<br>Expertise<br>(Certifications) | Employer | Office Location |
|-------------------------|------------------------------|--|----------|-----------------|
|                         | <u>Graineer</u>              | See page 8                               | Green    | Fort Myers_     |
|                         | Engineer                     | see page 8                               | Gitch    | Fort Myers      |
|                         | Engineer                     | See page 9                               | Gitch    | Fort Myers      |
|                         | Vice President               | sec page 9                               | Gatech   | Bradenton       |
|                         | Director                     | <u>see page 9</u>                        | Green    | Fort Myers      |
|                         | Service Lead                 | Ste page 9                               | Gritch   | Fort Myers      |
|                         | Service Coordinator          | _se page 9                               | Grtech   | Fort Myers      |
|                         | Engineer                     | Se page 9                                | Gaten    | Fort Myces      |
|                         | <u>Gngineer</u>              | see page 9                               | Gtch     | Bradenton       |
|                         |                              |  |          |                 |
|                         |                              |  |          |                 |
|                         |                              |  |          |                 |

#### **CONTRACT SERVICES RATE SHEET**

Consultant must list a range of job classifications which could be employed in meeting typical business IT System Support and Management Services. Job Classifications should be fairly standard across the industry and span from junior to senior level positions/experience levels. The corresponding hourly rate which would apply for contract year 1 associated with the position shall also be included. Rates are to be fully burdened. Any travel expense charges must comply with the Authority's Per Diem & Travel Expense Resolution 2018-01. If there are any volume discounts applicable for meeting specified targets or blocks of time, they should be noted as well. Note: if consultant has a standard rate sheet they are welcome to insert it here instead.

Job Classification Rate (per hour or as noted otherwise Standard IT Support Services: -System Support Engineer: \$125/hr\* \* Please note: Gaten utilizes offat billing model and does not charge a premium for schipr staff for IT Support Prvices Standard IT Project Management Orgineering + Deployment Prvices: - Level 2 (Intermediate) Project Engineering and for Proper Deployment: 3135/11 \* - Level 3 (Senior) Project Engineering analor Project Deployment: \$155/hr\* - Project Coordination and Managements: \$125/nr \* \* Please note: Entren ages not provide Level 1 Support or Proprit Engineers as put of any oduition. \* After breiness hours or holidays, billable rates are 1.5x rates listed above. Expense Classification Units Rate (per unit or as noted otherwise) NA

Consultant must provide a minimum of three (3) references that meet the requirements in the Request for Statement of Qualifications.

| Consultant Name:   |
|--|
|  |
|  |
|  |
|  |
|  |
| Project Name: Multiple   |
| Project Location: Fort Myers                                   |
| Consultant Project Manager:                                    |
| Description of Work Performed: Infrastructure Managed Services |
|  |
|  |
|  |
|  |
|  |
|  |
|  |
|  |
|  |
|  |
|  |

Consultant must provide a minimum of three (3) references that meet the requirements in the Request for Statement of Qualifications.

Consultant Name: Entech

.

| Project Name: Multiple   |
|--|
| Project Location: Fort Myers   |
| Consultant Project Manager:  |
|  |
| Description of Work Performed: <u>hfrastructure</u> Managed Services |
|  |
|  |
|  |
|  |
|  |
|  |
|  |
|  |
|  |
|  |
|  |
|  |
|  |
|  |

Consultant must provide a minimum of three (3) references that meet the requirements in the Request for Statement of Qualifications.

Consultant Name: Gatech

| Project Name:Multiple   |
|---|
| Project Location: Bradenton                                     |
| Consultant Project Manager:                                     |
| Description of Work Performed: Infrastructure, Managed Services |
|   |
|   |
|   |
|   |
|   |
|   |
|   |
|   |
|   |
|   |

Consultant must provide a minimum of three (3) references that meet the requirements in the Request for Statement of Qualifications.

|            |       | $\mathbf{C}$ |
|------------|-------|--------------|
| Consultant | Name: | (-ntrn       |
|            |       |              |

| Project Name: Multiple  |
|---|
| Project Location: Bradenton                                   |
| Consultant Project Manager:                                   |
| Description of Work Performed: Infrasmichure Managed Services |
|   |
|   |
|   |
|   |
|   |
|   |
|   |
|   |
|   |
|   |
|   |

Consultant must provide a minimum of three (3) references that meet the requirements in the Request for Statement of Qualifications.

| Consultant Name: Gatech  |
|--|
|  |
|  |
|  |
|  |
|  |
|  |
| Project Name: Multiple   |
| Project Location:  |
| Consultant Project Manager:                                    |
| Description of Work Performed: Infrastructure Managea forvices |
| ,                        |
|  |
|  |
|  |
|  |
|  |
|  |
|  |
|  |
|  |
|  |
|  |

Consultant must provide a minimum of three (3) references that meet the requirements in the Request for Statement of Qualifications.

Consultant Name: Gotech

| Project Name: Multiple  |
|---|
| Project Location: Fort Myers                                  |
| Consultant Project Manager:_                                  |
|   |
| Description of Work Performed: Infrastructure Manageol Emiles |
|   |
|   |
|   |
|   |
|   |
|   |
|   |
|   |
|   |
|   |
|   |
|   |
|   |

Consultant must provide a minimum of three (3) references that meet the requirements in the Request for Statement of Qualifications.

Consultant Name: Gatech

| Project Name: Multiple   |
|--|
| Project Location: Bradenton                                    |
| Consultant Project Manager:                                    |
| Description of Work Performed: Infrastructure Hanaged Services |
|  |
|  |
|  |
|  |
|  |
|  |
|  |
|  |
|  |
|  |
|  |

Consultant must provide a minimum of three (3) references that meet the requirements in the Request for Statement of Qualifications.

| Consultant Name: <u>Gatech</u>                                 |
|--|
| Reference Entity: Southwest Florida Community Foundation       |
|  |
| Project Name: Multiple   |
| Project Location: Fort Myers                                   |
| Consultant Project Manager:_                                   |
| Description of Work Performed: Infrastructure Managed Gervices |
| ,                        |
|  |
|  |
|  |
|  |
|  |
|  |
|  |
|  |
|  |
|  |











## A Team-based Delivery Creates Scalability

Entech uses a team-based approach to deliver all our client services. We do this to capitalize on our employees' strengths and minimize their weaknesses. It allows each team to deliver specific aspects of our service with the highest success rate and best possible outcomes. In addition, it eliminates layers of management, improves client and peer relationships, increases productivity and efficiencies, and provides balance within our organization and with our employees. We divide our client services into the following 6 teams.

• <u>Service Desk</u>: The Service Desk is responsible for delivering high levels of client satisfaction, as well as our SLA compliance, by resolving reactive, end-user support requests. Entech has three service desk teams made up of a team lead and 3-5 engineers per team. The Service Desk teams deliver 70-75% of all service hours across Entech's client base. Therefore, most of the Service Department's resources are assigned to these three teams.

• <u>Network Operation Center</u>: The NOC is responsible for delivering all aspects of our proactive maintenance, device monitoring, data security, compliance, and reporting. This team is made up of highly specialized engineers.

• <u>Projects</u>: Our Project team delivers all planned infrastructure initiatives. This could include, but is not limited to, cloud migrations, server and infrastructure upgrades, office moves, large workstation deployments, audits and assessments, as well as new client onboardings.

| × O |
|-----|
| × 🔺 |
| /   |

• <u>IT Strategy:</u> Our IT strategy team is made up of 3 full-time Strategy Managers. Each Strategy Manager is assigned to a specific service desk team. This ensures that this Strategy Manager can deliver like-kind solutions and be exposed to common workflows across his assigned client base.

• <u>Customer Finance</u>: Most organizations believe their accounting/finance departments are "back office" functions, but not Entech. We understand that the finance department has a major responsibility in building trust with our clients through accuracy and simplicity of the invoicing and collections process. Our Finance team is made up of our Controller/AR Clerk, AP/HR Clerk, and CFO.



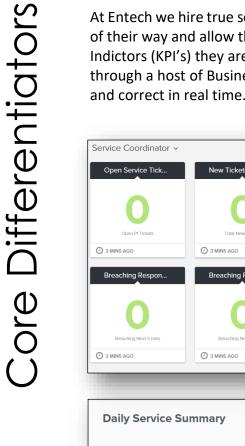
• <u>Procurement:</u> The Procurement team is there to streamline IT purchases and remove another layer of overhead from our client's. Our industry expertise combined with the world's largest IT distribution partners allow our procurement team to ensure our clients always have the right solution, big or small.

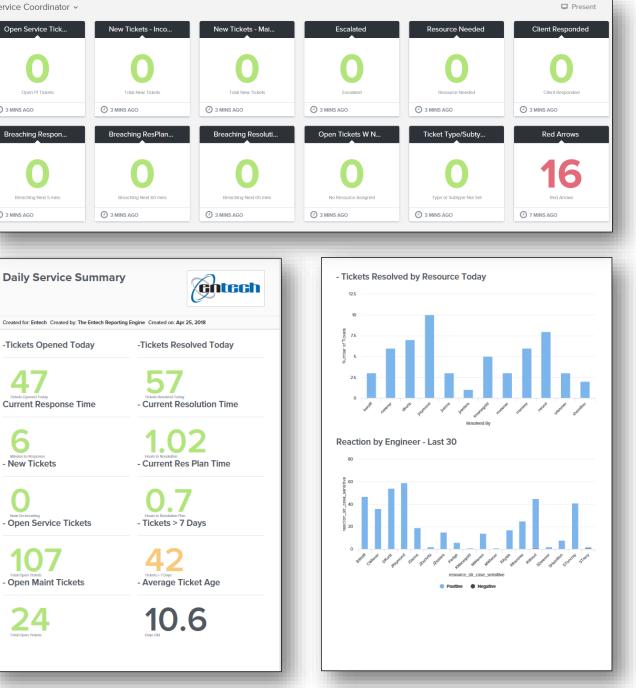




## Data Driven Results

At Entech we hire true seasoned professionals, give the specific success metrics, and then get out of their way and allow them to perform. Each member of our team has certain Key Performance Indictors (KPI's) they are expected to deliver, based on role, and we keep track of these number through a host of Business Intelligence (BI) tools. Below are a few examples of how we measure and correct in real time.









## Our People



### Hiring Strategy:

Our philosophy is to hire talented engineers that have many years of experience across the IT industry or, more preferably, the IT managed services provider space. This allows us to assign tickets to all of our engineers based on priority level, rather

than based on availability of an engineer with an adequate skill level to accomplish the ticket's tasks. Our engineers are also "jacks-of-all-trades," versus specialists in a specific area, such as Servers, Networking, or Security.

When hiring a new engineer, we look for culture fit and adherence to our core values above all else. If an engineer can't consistently deliver white-glove customer service and translate their years of knowledge into easy-to-understand explanations, it doesn't matter what their level of technical skill is. Our clients expect friendly, personable engineers, and we work very hard to find the right people that can deliver that expectation.



### Training and Certifications:

Entech maintains a strategic partnership with Microsoft through core competencies and training. Entech recently obtained a Microsoft Gold Small and Midmarket Cloud Solutions competency. This competency's requirements focus on demonstrated

Office 365 performance through customer references, net-new Office 365 customers within the previous twelve months, and training of an organization's engineers.

Entech also partners with SonicWALL as our firewall vendor of choice. Engineers learn through a series of trainings when they first come onboard with Entech (SonicWALL University) along with annual in-house training from SonicWALL's Southeast Security Solutions Architect. This partnership allows our engineers to become experts on the deployment and maintenance of SonicWALL appliance. Every engineer on Entech's service desk and project team is required to achieve a minimum of a Certified SonicWALL Security Administrator certification as a base employment requirement.

Beyond our strategic partnerships, we encourage our engineers to pursue any technical certification tracks that they feel can increase their knowledge and provide value to our customers. Our engineers hold certifications focused on IT Security, Networking, Project Delivery, Cloud Solutions, Server Virtualization, Voice over IP, Computer Hardware, Remote Management Tools, Data Backup, and more.



### Cross training:

We don't dedicate engineers to specific accounts because, just as we want our engineers to be well versed in many different IT technologies, we want our engineers to serve a diverse client base. This increases their overall skill and allows them to use

the knowledge, which they gain from working in multiple diverse client environments across multiple diverse industries, to solve problems and increase business efficiencies.





## The Client Experience

In the simplest terms, our singular goal is to deliver unparalleled customer service. The way we achieve this goal? Do the "right thing" every time. How does every Entech employee know what the "right thing" is? That's even simpler. We hire people that truly believe in the principle of the Golden Rule and live their lives by adhering to our organization's Core Values: Integrity, Team, Understanding, Fun, and Trust.

Finding the right people isn't easy and doesn't happen by accident. It often means passing on highly talented and touted engineers, but it's a strategy that lays the foundation for us to build and deliver our "Secret Sauce."

All Managed Service Providers say they deliver the same IT Services: patching, monitoring, help desk, escalations, IT strategy, etc. We believe it's not the services that are the special ingredients or differentiators--it's **how** you deliver them and the **results** you deliver that make up our award-winning recipe.

Our ingredients are our core values and philosophies, our delivery framework and controls, our department structure and leadership, and our people.



### **Our Core Values**

- Integrity Uphold the principle of the Golden Rule. Always do what's right, honest, and moral.
- **Team** Be a group of people working together to achieve a singular goal.
- Understanding Be sympathetic, aware, and compassionate. Put yourself in the other person's shoes.
- **Fun** Enjoy what you do and have fun doing it. Celebrate the wins!
- **Trust** Trust is the desired outcome of the core values and living by our philosophies.

# PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY BOARD OF DIRECTORS MEETING May 30, 2018

# REGULAR AGENDA ITEM 1

## Water Supply Conditions

**Presenter** -

Mike Coates, Deputy Director

**Recommended Action -**

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

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

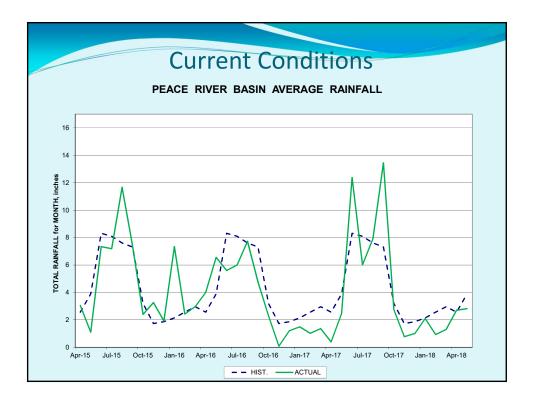
- Water Supply Quantity: <u>Excellent</u>
- Treated Water Quality: Excellent

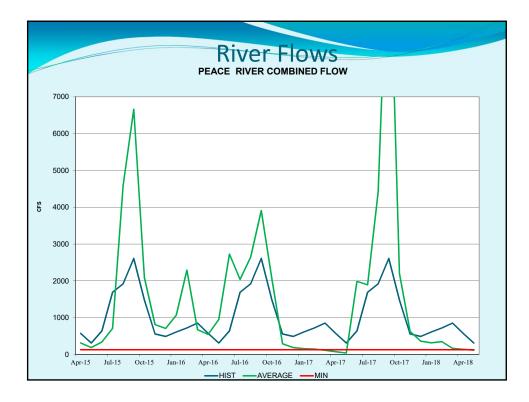
| May Water Demand                                      | 28.61 MGD                             |
|---|---------------------------------------|
| May River Withdrawals                                 | 00.00 MGD                             |
| <u>Storage Volume</u> :<br>Reservoirs<br>ASR<br>Total | 4.88 BG<br><u>6.92 BG</u><br>11.80 BG |

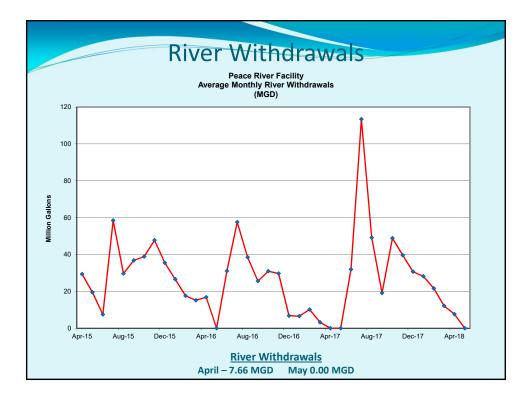
## Attachments:

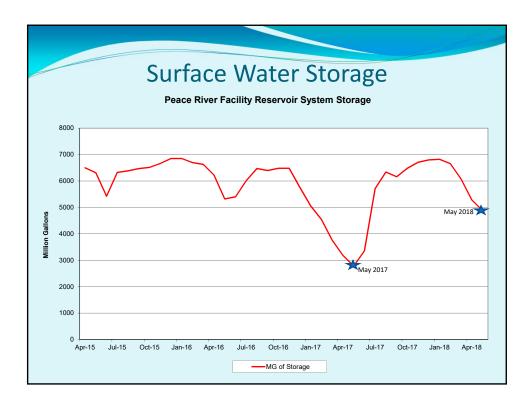
Presentation Materials

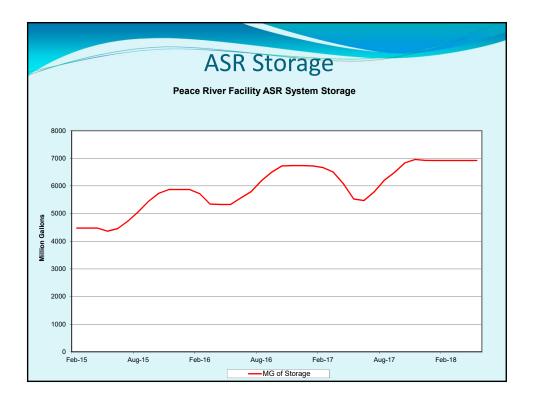


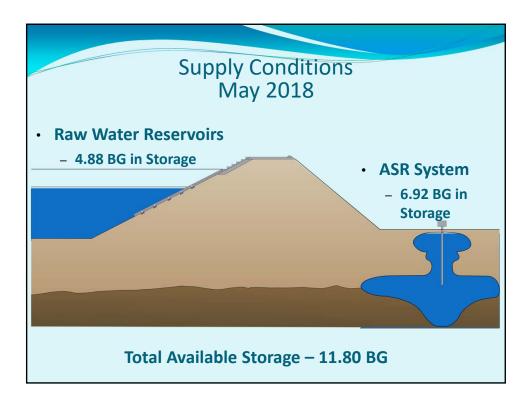


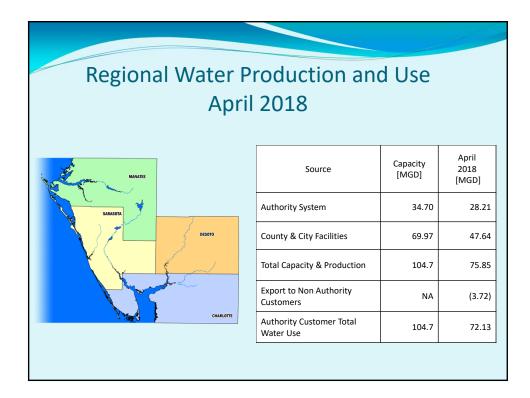


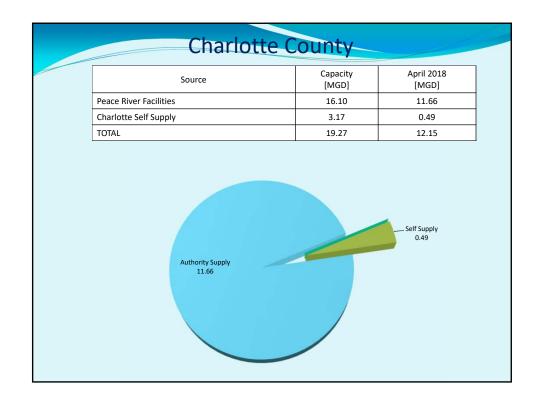


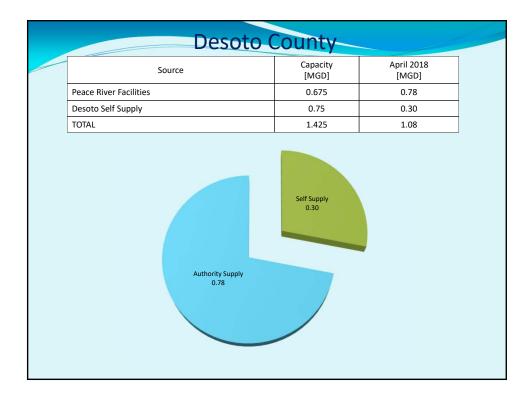




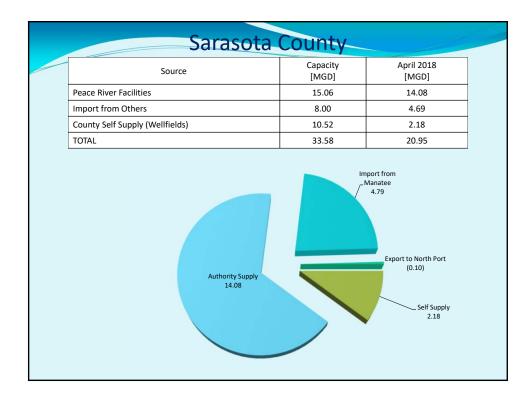


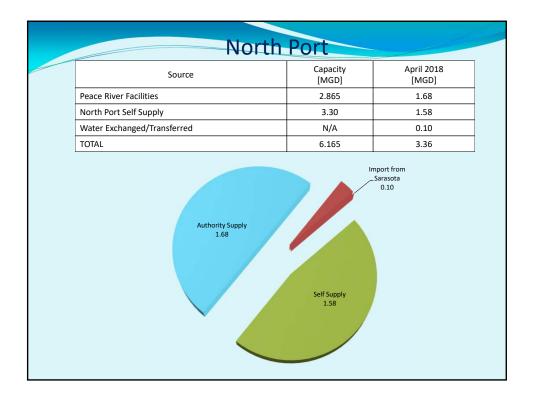


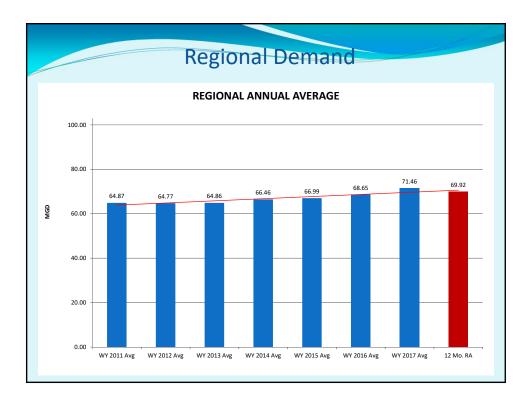


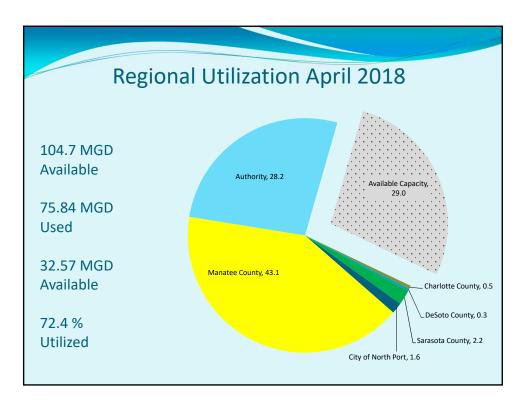


| Source                 | Capacity<br>[MGD] | April 2018<br>[MGD] |
|------------------------|-------------------|---------------------|
| Manatee Self Supply    | 52.00             | 34.58               |
| Export to Sarasota Co. | NA                | 4.79                |
| Export to Others       | NA                | 3.72                |
| TOTAL                  | 52.00             | 43.09               |
|                        |                   |                     |











# PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY BOARD OF DIRECTORS MEETING May 30, 2018

# REGULAR AGENDA ITEM 2

# Adopt 5-Year Capital Improvement Plan (CIP) and 20-Year Capital Needs Assessment (CNA)

 Presenter
 Kevin Morris, Manager of Engineering & Projects

 Recommended Action Motion to adopt the 5 Year Capital Improvement Plan (CIP) and 20 Year Capital Needs Assessment (CNA) as supplemental information important to the development of the Fiscal Year 2019 Budget.

The 5-Year Capital Improvement Plan (CIP) and 20-Year Capital Needs Assessment (CNA) define a roadmap which captures the vision of the Board for how the organization will grow to serve current and emerging customer needs and adapt to changes in the region. The CIP and CNA are both flexible planning documents which will be revised annually to reflect priorities created by new information, opportunities and growth/development pressures. These documents also help the Authority communicate capital funding needs to vitally important stakeholders like the Southwest Florida Water Management District to support cooperative funding of regional project which help to offset member costs.

The Authority formulates its budget on an annual basis and while the 5 Year CIP is an important part of that process, it only substantively affects each subsequent year's budget. It does, however, reflect the Board's commitment to continuing projects as well as those capital projects which fall in the near term planning horizon. The 20-Year CNA includes the 5-Year CIP but looks beyond the near term where planning becomes less certain.

Staff will deliver a presentation and recommend that the Authority Board adopt the 5-Year Capital Improvement Plan (CIP) and 20-Year Capital Needs Assessment (CNA) as supplemental information important to development of the Fiscal Year 2019 Budget.

**Budget Action:** Adopt as supplemental information to the FY 2019 Budget

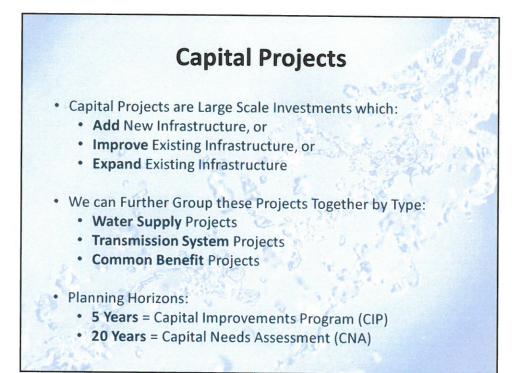
## Attachments:

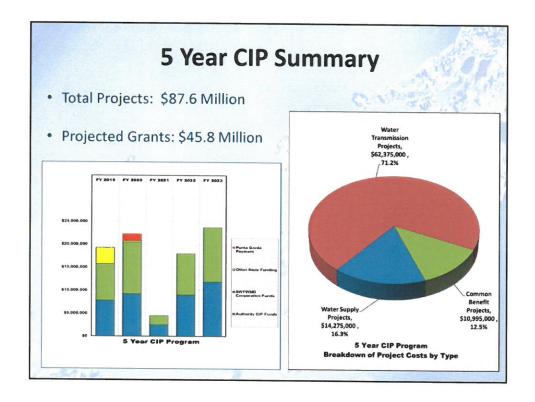
- Tab A Presentation on 5-Year-CIP and 20-Year CNA
- Tab B5-Year CIP & 20-Year CNA Booklet for FY 2019 (26 pages)

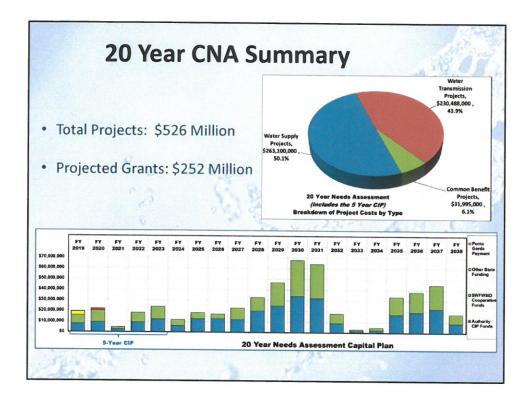
TAB A Presentation Materials

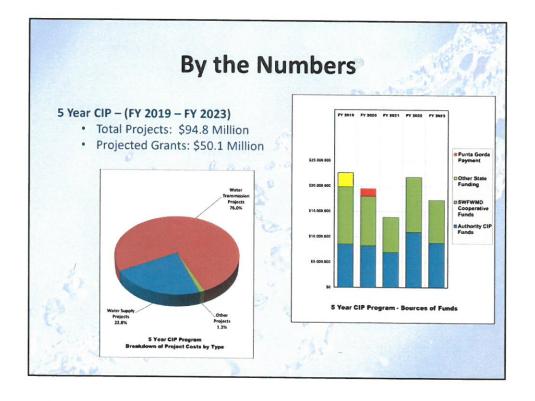


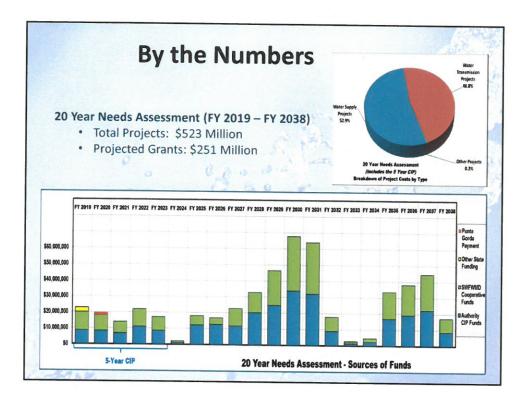




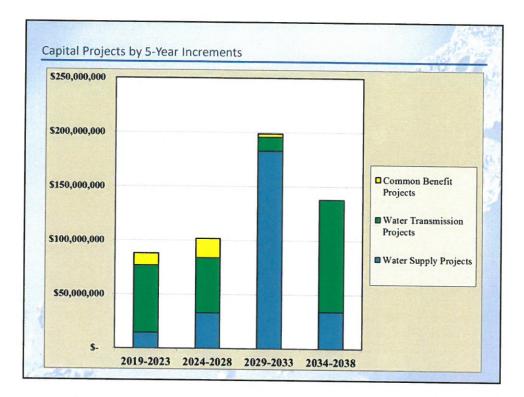


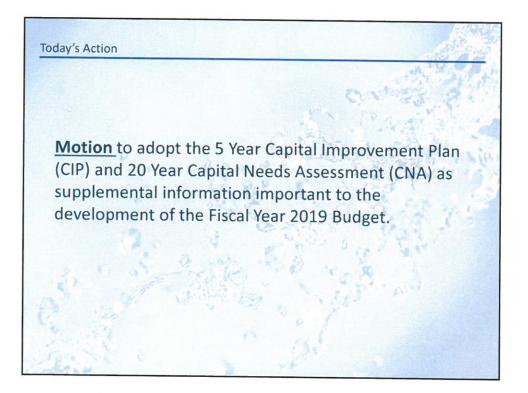






|                                      |             |           |           | and a straight | A. A.   |
|--------------------------------------|-------------|-----------|-----------|----------------|---------|
| Project Type                         | 2019 - 2023 | 2024-2028 | 2029-2033 | 2034-2038      | Total   |
| Water Supply                         | \$14 M      | \$33 M    | \$183 M   | \$34 M         | \$264 M |
| Interconnections<br>(Pipelines & PS) | \$62 M      | \$51 M    | \$13 M    | \$104 M        | \$230 M |
| Common Benefit*                      | \$11 M      | \$18 M    | \$3 M     | \$0 M          | \$32 M  |
| Total Cost                           | \$87 M      | \$102 M   | \$199 M   | \$138 M        | \$526 M |
| Anticipated Co-<br>Funding           | \$47 M      | \$39 M    | \$98 M    | \$69 M         | \$253 M |
| Authority Cost                       | \$40 M      | \$63 M    | \$101 M   | \$69 M         | \$273 M |





TAB B5 Year Capital Improvements Planand 20 Year Capital Needs Assessment Booklet



# 5-Year Capital Improvements Program and 20-Year Capital Needs Assessment

Fiscal Period: 2019 - 2038

[Revised May 2018]

# **Table of Contents**

| Descript       | ion        |   | Page |
|----------------|------------|---|------|
| Cover          |            |   | 1    |
| Table of Conte | ents       |   | 2    |
| 5 Year Capital | Impro      | ovements Plan (CIP)   | 3    |
| 5 Year C       | IP Gra     | ohics and Summary Page  | 4    |
| Project        | T1         | Regional Integrated Loop - Phase 1 [U.S. 17/Shell Creek]                    | 5    |
| Project        | Т2         | Regional Integrated Loop - Phase 3B [S.R. 681 to Clark Rd]                  | 6    |
| Project        | A1         | Raw Water ASR - [Pilot Testing, Permitting, Implementation]                 | 7    |
| Project        | B1         | Facility Improvements - Maintenance Warehouse                               | 8    |
| Project        | B2         | Facility Improvements - Filter Covers                                       | 9    |
| Project        | Т5         | Bachman Regional Pumping & Storage Facility                                 | 10   |
| Project        | Т9         | Regional Integrated Loop Phase 2B [Serris Blvd. to Myakkahatchee Creek WTP] | 11   |
| Project        | Т3         | Regional Integrated Loop - Phase 4 - Segment 1 [Burnt Store Interconnect]   | 12   |
| Project        | S1         | Peace River Facility Phase 2 Capacity Increase                              | 13   |
| Project        | A2         | ASR Wellfield Expansion (12 New Wells)                                      | 14   |
| ) Year Capita  | al Nee     | ds Assessment   | 15   |
| 20 Year        | Needs      | Assessment Graphics and Summary Page  | 16   |
| Project        | Т4         | Replace Kings Highway 24" Due to Road Widening                              | 17   |
| Project        | Т6         | Regional Integrated Loop - Phase 3C [Clark Rd. to Fruitville Rd.]           | 18   |
| Project        | T7         | Regional Integrated Loop Phase 3D [Fruitville Road to Manatee]              | 19   |
| Project        | S2         | New Reservoir and Expanded Treatment at PRF                                 | 20   |
| Project        | Т8         | Replace and Upsize 12" PVC to 24" DIP                                       | 21   |
| Project        | <b>S</b> 3 | PRF Combined Clearwell and Chemical Trim Facilities                         | 22   |
| Project        | T10        | Regional Integrated Loop Phase 2C [Myakkahatchee Creek WTP to Carlton WTP]  | 23   |
| Project        | S4         | New 5 MGD (finished) RO Facility at PRF                                     | 24   |
| Project        | T11        | Regional Integrated Loop Phase 2D [Myakkahatchee Creek to EWD.]             | 25   |
| Project        | T12        | Phase 4 [Segments 2 & 3]  | 26   |



# **5-Year Capital Improvements Program**

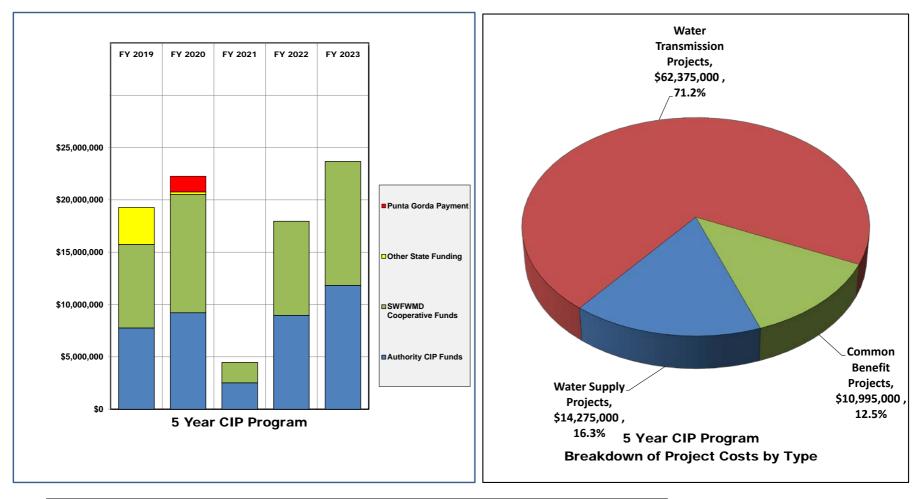
# Fiscal Period: 2019 - FY 2023

[Revised May 2018]

3

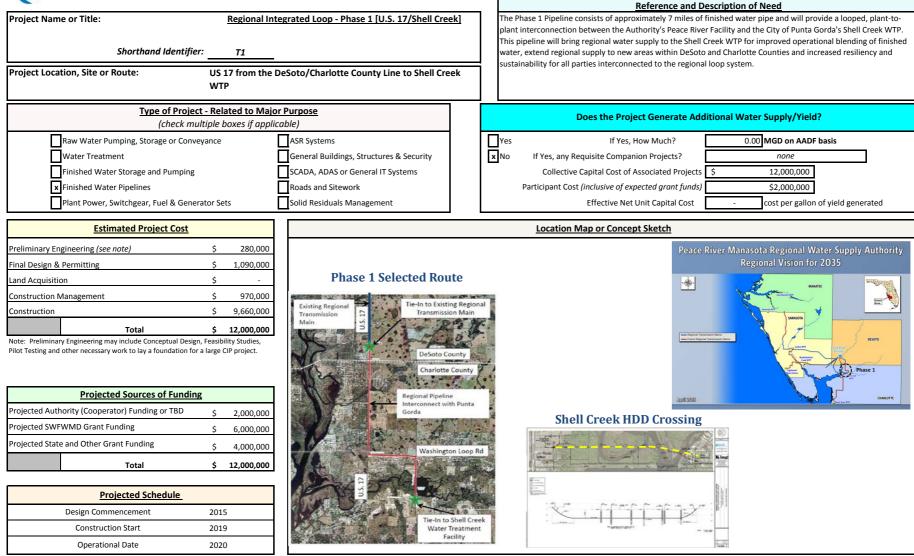


# **5** Year Capital Improvements Program Summary by Year and Type of Project

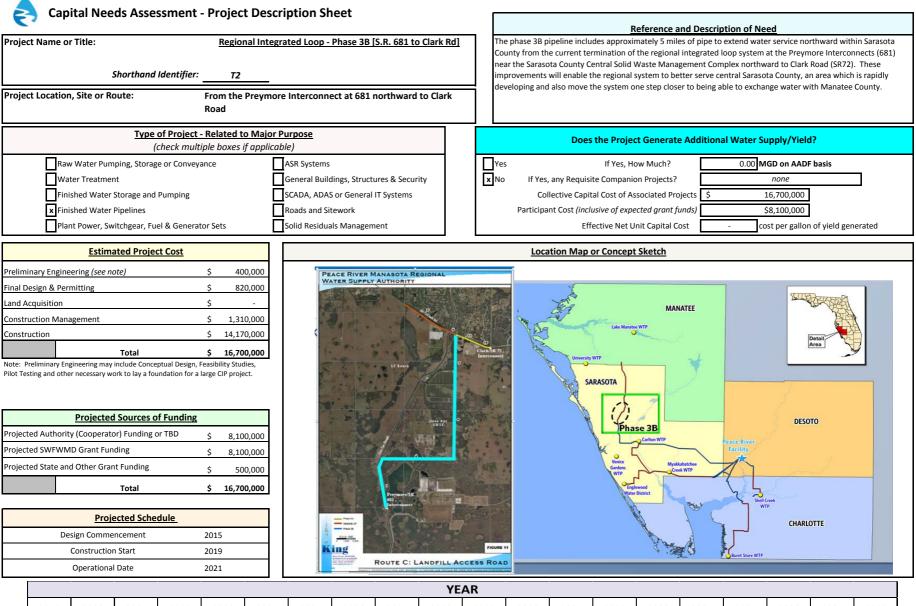


| Total Investment Planned Over the Period | \$<br>87,645,000 , excluding prior year costs         |
|--|---|
| Anticipated Offsetting Grant Funding     | \$<br>45,838,000 , excluding prior year grant funding |



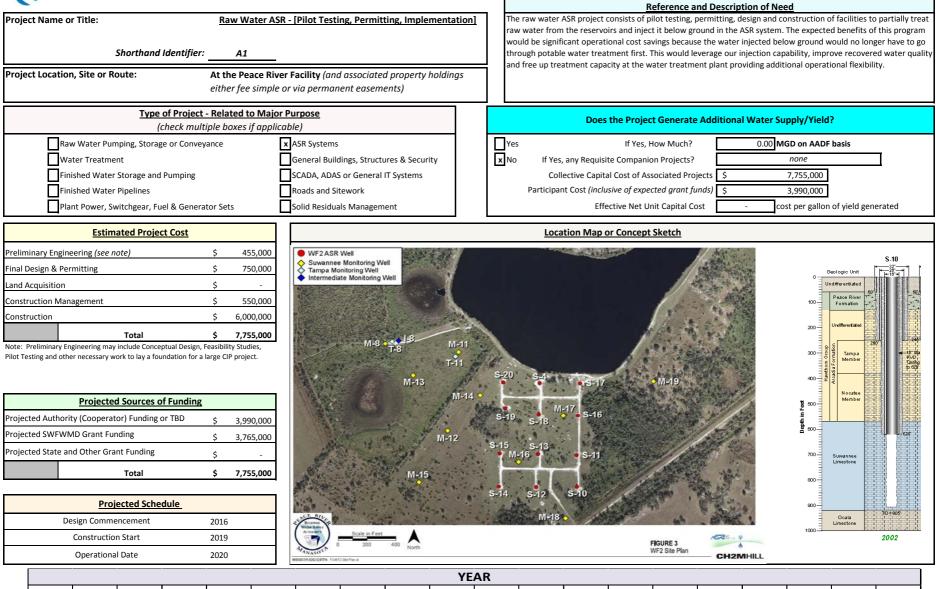


|      | YEAR |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |
|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|
| 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025 | 2026 | 2027 | 2028 | 2029 | 2030 | 2031 | 2032 | 2033 | 2034 | 2035 | 2036 | 2037 | 2038 |
|      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |



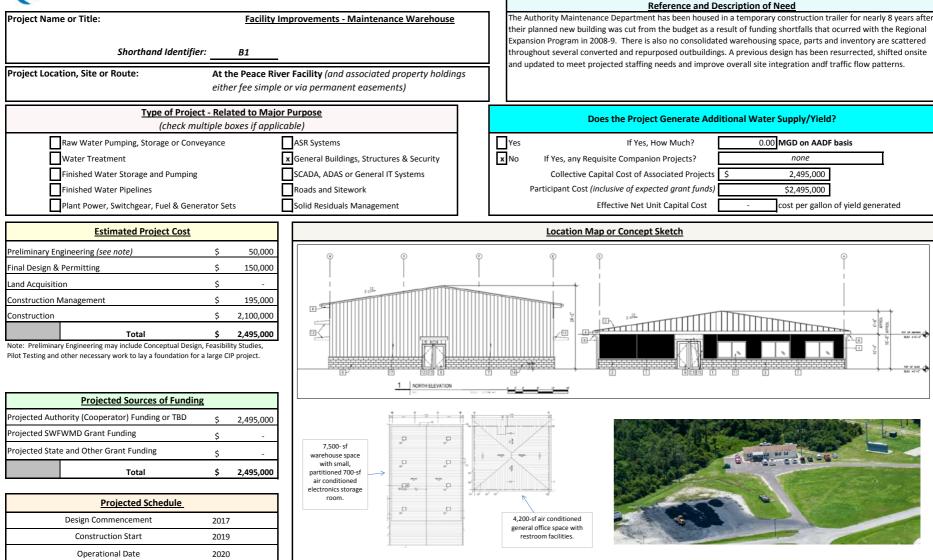
|   |      | IEAR |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |
|---|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|
|   | 2010 | 2020 | 2024 |      |      | 2024 | 2025 | 2026 | 2027 |      | 2020 |      | 2024 |      |      | 2024 |      | 2026 | 2027 | 2020 |
| _ | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025 | 2026 | 2027 | 2028 | 2029 | 2030 | 2031 | 2032 | 2033 | 2034 | 2035 | 2036 | 2037 | 2038 |
|   |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |
|   |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |





|    | YEAR |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |
|----|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|
| 20 | 019  | 2020 | 2021 | 2022 | 2023 | 2024 | 2025 | 2026 | 2027 | 2028 | 2029 | 2030 | 2031 | 2032 | 2033 | 2034 | 2035 | 2036 | 2037 | 2038 |
|    |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |





|      | YEAR |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |
|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|
| 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025 | 2026 | 2027 | 2028 | 2029 | 2030 | 2031 | 2032 | 2033 | 2034 | 2035 | 2036 | 2037 | 2038 |
|      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |



|   |   |           | Reference and Des  | scription of Need   |
|---|---|-----------|--|---|
| Project Name or Title:  | Facility Improvements - Filter Covers   | system    | ms require at least 3-log removal or inactivation of gia   | ent technique requirements for Subpart H surface water<br>rdia lamblia and at least 4-log removal or inactivation of<br>to recontamination by surface water runoff or exposed |
| Shorthand Identifier: <u>B2</u>                                 |   | during    | g treatment to the open atmosphere. Current industry   | y practice is to cover chlorine contact chambers and  |
| -   | e River Facility (and associated property holding:<br>imple or via permanent easements) | s the fil | to avoid risk from airborne contamination. However,<br>lter facilities were not originally equipped with this fea<br>ovements as time and budgets allow. | , some of the PRF chlorine contact chambers and all of<br>ture; the Authority is working towards adding these   |
| <u>Type of Project - Related to</u><br>(check multiple boxes if |   |           | Does the Project Generate Addit  | ional Water Supply/Yield?   |
| Raw Water Pumping, Storage or Conveyance                        | ASR Systems   | Yes       | If Yes, How Much?  | 0.00 MGD on AADF basis  |
| x Water Treatment   | x General Buildings, Structures & Security  | x No      | If Yes, any Requisite Companion Projects?  | none  |
| Finished Water Storage and Pumping                              | SCADA, ADAS or General IT Systems   |           | Collective Capital Cost of Associated Projects   | \$ 2,715,120  |
| Finished Water Pipelines  | Roads and Sitework  |           | Participant Cost (inclusive of expected grant funds)   | \$2,715,120   |
| Plant Power, Switchgear, Fuel & Generator Sets                  | Solid Residuals Management  |           | Effective Net Unit Capital Cost  | - cost per gallon of yield generated  |
| Estimated Project Cost  |   |           | Location Map or Concept Sketch   |   |
| Proliminary Engineering (see note) \$ 25                        | 140   |           |  |   |

|                  |  | _               |             |                       |
|------------------|--|-----------------|-------------|-----------------------|
| Preliminary En   | gineering (see note)                     | \$              | 35,140      |                       |
| Final Design &   | Permitting                               | \$              | 179,980     |                       |
| Land Acquisitio  | on                                       | \$              | -           | Exist                 |
| Construction N   | Nanagement                               | \$              | 100,000     |                       |
| Construction     |  | \$              | 2,400,000   |                       |
|                  | Total                                    | \$              | 2,715,120   |                       |
| Note: Drolinsing | . Engine gring many include Conceptual D | ocian Eoocibili | ity Studios | and the second second |

Note: Preliminary Engineering may include Conceptual Design, Feasibility Studies, Pilot Testing and other necessary work to lay a foundation for a large CIP project.

|                | Projected Sources of Funding       |    |           |  |  |  |  |  |  |  |  |  |
|----------------|------------------------------------|----|-----------|--|--|--|--|--|--|--|--|--|
| Projected Aut  | nority (Cooperator) Funding or TBD | \$ | 2,715,120 |  |  |  |  |  |  |  |  |  |
| Projected SWF  | \$                                 | -  |           |  |  |  |  |  |  |  |  |  |
| Projected Stat | e and Other Grant Funding          | \$ | -         |  |  |  |  |  |  |  |  |  |
|                | Total                              | \$ | 2,715,120 |  |  |  |  |  |  |  |  |  |

| Projected Schedule  |      |
|---------------------|------|
| Design Commencement | 2017 |
| Construction Start  | 2019 |
| Operational Date    | 2020 |

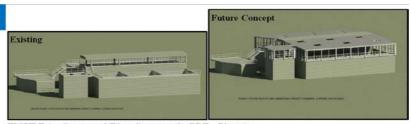


FIGURE 4 - Conceptual Filter Covers at the PRF - Plant 1

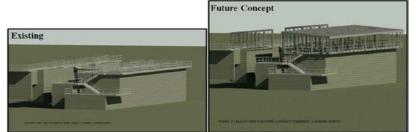


FIGURE 5 - Conceptual Filter Covers at the PRF - Plant 2

Note, these Before/After sketches were presented to the Board of Directors in Spring 2017 when funds for engineering were requested. The concept for Plants 1 & 2 are shown the concept for Plants 3/4 were similar but have not been included here for the sake of brevity. The reader is cautioned that the design is expected to evolve through design and the final project may look somewhat different.

|      | YEAR |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |
|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|
| 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025 | 2026 | 2027 | 2028 | 2029 | 2030 | 2031 | 2032 | 2033 | 2034 | 2035 | 2036 | 2037 | 2038 |
|      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |



|  |   | Reference and Description of Need  |
|--|---|--|
| Project Name or Title:<br>Shorthand Identifier: T5           | Bachman Regional Pumping & Storage Facility                                 | This storage and repump facility located near the current main connection to Charlotte County will provide a vital<br>support linkage for the Regional Integrated Loop System supporting future pipeline segments to the west towards<br>North Port, Englewood and Venice. The proposed facility may include elevated storage, ground storage, pumping<br>and/or chemical feed facilities. The composition of assets will be determined during preliminary design. |
|  | xus of Bachman and Harbor Boulevards, just off<br>Boulevard, Port Charlotte |  |
| <u>Type of Project - Related t</u><br>(check multiple boxes) |   | Does the Project Generate Additional Water Supply/Yield?   |
| Raw Water Pumping, Storage or Conveyance                     | ASR Systems   | Yes If Yes, How Much? 0.00 MGD on AADF basis   |
| Water Treatment  | General Buildings, Structures & Security                                    | x No If Yes, any Requisite Companion Projects? none  |
| x Finished Water Storage and Pumping                         | SCADA, ADAS or General IT Systems   | Collective Capital Cost of Associated Projects \$ 12,000,000   |
| Finished Water Pipelines                                     | Roads and Sitework  | Participant Cost (inclusive of expected grant funds) \$6,000,000   |
| Plant Power, Switchgear, Fuel & Generator Sets               | Solid Residuals Management  | Effective Net Unit Capital Cost - cost per gallon of yield generated   |

| Estimated Project Cost                |    |            |  |  |  |  |  |  |  |  |  |
|---------------------------------------|----|------------|--|--|--|--|--|--|--|--|--|
| Preliminary Engineering (see note) \$ |    |            |  |  |  |  |  |  |  |  |  |
| Final Design & Permitting             | \$ | 1,037,500  |  |  |  |  |  |  |  |  |  |
| Land Acquisition                      | \$ | -          |  |  |  |  |  |  |  |  |  |
| Construction Management               | \$ | 830,000    |  |  |  |  |  |  |  |  |  |
| Construction                          | \$ | 9,925,000  |  |  |  |  |  |  |  |  |  |
| Total                                 | \$ | 12,000,000 |  |  |  |  |  |  |  |  |  |

Note: Preliminary Engineering may include Conceptual Design, Feasibility Studies, Pilot Testing and other necessary work to lay a foundation for a large CIP project.

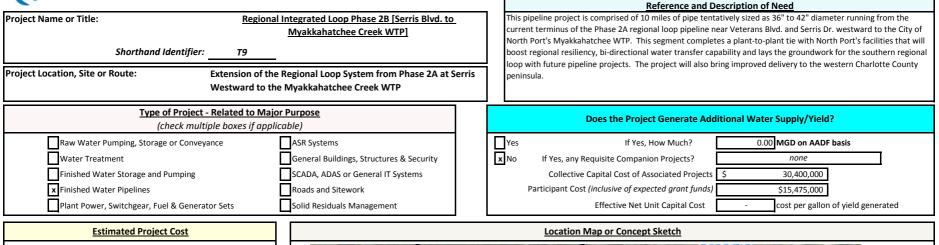
| Projected Sources of Funding |  |    |            |  |  |  |  |  |  |  |
|------------------------------|--|----|------------|--|--|--|--|--|--|--|
| Projected Auth               | Projected Authority (Cooperator) Funding or TBD \$ |    |            |  |  |  |  |  |  |  |
| Projected SWF                | Projected SWFWMD Grant Funding                     |    |            |  |  |  |  |  |  |  |
| Projected Stat               | Projected State and Other Grant Funding            |    |            |  |  |  |  |  |  |  |
|                              | Total  | \$ | 12,000,000 |  |  |  |  |  |  |  |

| Projected Schedule  |      |  |  |  |  |  |  |
|---------------------|------|--|--|--|--|--|--|
| Design Commencement | 2020 |  |  |  |  |  |  |
| Construction Start  | 2121 |  |  |  |  |  |  |
| Operational Date    | 2023 |  |  |  |  |  |  |



|      | YEAR |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |
|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|
| 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025 | 2026 | 2027 | 2028 | 2029 | 2030 | 2031 | 2032 | 2033 | 2034 | 2035 | 2036 | 2037 | 2038 |
|      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |



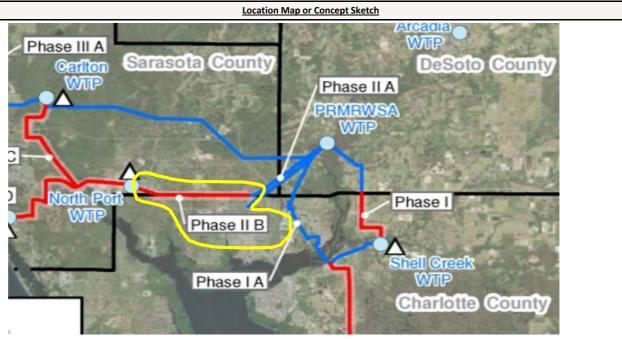


| Estimated Project Cost                        |    |            |  |  |  |  |  |  |  |  |
|---|----|------------|--|--|--|--|--|--|--|--|
| Preliminary Engineering (see note) \$ 500,000 |    |            |  |  |  |  |  |  |  |  |
| Final Design & Permitting                     | \$ | 3,400,000  |  |  |  |  |  |  |  |  |
| Land Acquisition                              | \$ | 550,000    |  |  |  |  |  |  |  |  |
| Construction Management                       | \$ | 2,650,000  |  |  |  |  |  |  |  |  |
| Construction                                  | \$ | 23,300,000 |  |  |  |  |  |  |  |  |
| Total   | \$ | 30,400,000 |  |  |  |  |  |  |  |  |

Note: Preliminary Engineering may include Conceptual Design, Feasibility Studies, Pilot Testing and other necessary work to lay a foundation for a large CIP project.

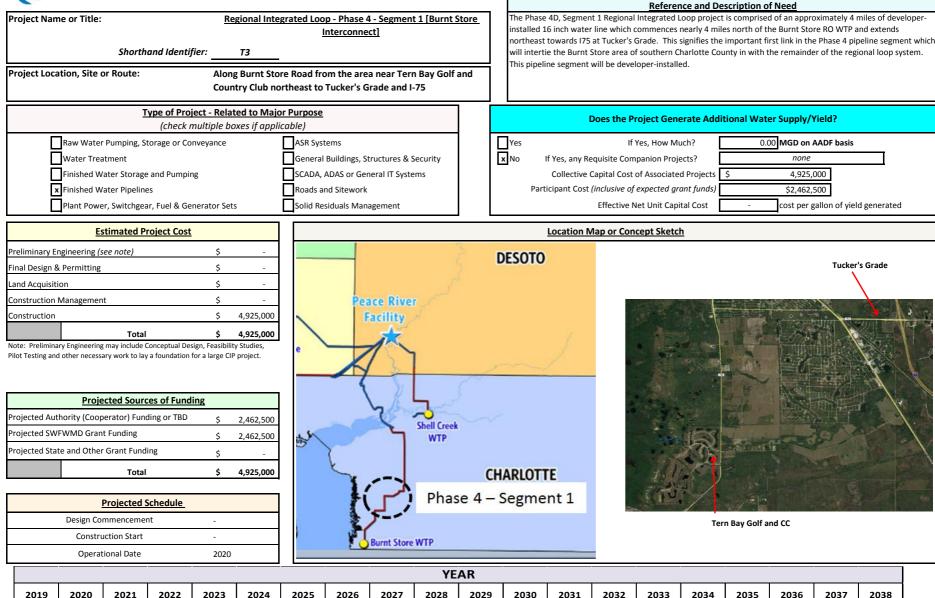
| Projected Sources of Funding |   |    |            |  |  |  |  |  |  |
|------------------------------|---|----|------------|--|--|--|--|--|--|
| Projected Auth               | 15,475,000                              |    |            |  |  |  |  |  |  |
| Projected SWF                | Projected SWFWMD Grant Funding          |    |            |  |  |  |  |  |  |
| Projected Stat               | Projected State and Other Grant Funding |    |            |  |  |  |  |  |  |
|                              | Total                                   | \$ | 30,400,000 |  |  |  |  |  |  |

| Projected Schedule  |      |
|---------------------|------|
| Design Commencement | 2020 |
| Construction Start  | 2022 |
| Operational Date    | 2024 |



|      | YEAR |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |
|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|
| 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025 | 2026 | 2027 | 2028 | 2029 | 2030 | 2031 | 2032 | 2033 | 2034 | 2035 | 2036 | 2037 | 2038 |
|      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |







|   |  | Reference and Description of Need  |  |  |  |  |  |  |  |
|---|--|--|--|--|--|--|--|--|--|
|   | Peace River Facility Phase 2 Capacity Increase   | The Phase 2 Capacity Expansion reflects modifications to the PRF to increase the permitted capacity of the facilities<br>and generate an estimated 3.5 MGD of annual yield. Those improvements include adding additional alum storage<br>capacity, upgrading the river pump station, adding an additional high service pump and adding a third sludge press. |  |  |  |  |  |  |  |
| Shorthand Identifier: S1  |  | Other minor improvements may also be necessary and will be evaluated by a study conducted at the initiation to   |  |  |  |  |  |  |  |
| -   | ce River Facility (and associated property holdings simple or via permanent easements) | this project. This project as a companion project to other projects will generate an estimated additional safe yield<br>of 3.5 MGD (also see project A2).  |  |  |  |  |  |  |  |
| <u>Type of Project - Related to</u><br>(check multiple boxes ij |  | Does the Project Generate Additional Water Supply/Yield?   |  |  |  |  |  |  |  |
| x Raw Water Pumping, Storage or Conveyance                      | ASR Systems  | x Yes If Yes, How Much? 3.50 MGD on AADF basis   |  |  |  |  |  |  |  |
| x Water Treatment   | General Buildings, Structures & Security   | No If Yes, any Requisite Companion Projects? A2  |  |  |  |  |  |  |  |
| Finished Water Storage and Pumping                              | SCADA, ADAS or General IT Systems  | Collective Capital Cost of Associated Projects \$ 28,800,000   |  |  |  |  |  |  |  |
| Finished Water Pipelines  | Roads and Sitework   | Participant Cost (inclusive of expected grant funds) \$ 14,400,000   |  |  |  |  |  |  |  |
| Plant Power, Switchgear, Fuel & Generator Sets                  | x Solid Residuals Management   | Effective Net Unit Capital Cost \$ 4.11 cost per gallon of yield generated   |  |  |  |  |  |  |  |
| Estimated Project Cost  |  | Location Man or Concent Sketch   |  |  |  |  |  |  |  |

| Estimated Project Cost             |    |            |  |  |  |  |  |  |  |  |  |  |  |
|------------------------------------|----|------------|--|--|--|--|--|--|--|--|--|--|--|
| Preliminary Engineering (see note) | \$ | 200,000    |  |  |  |  |  |  |  |  |  |  |  |
| Final Design & Permitting          | \$ | 1,200,000  |  |  |  |  |  |  |  |  |  |  |  |
| Land Acquisition                   | \$ | -          |  |  |  |  |  |  |  |  |  |  |  |
| Construction Management            | \$ | 1,000,000  |  |  |  |  |  |  |  |  |  |  |  |
| Construction                       | \$ | 11,400,000 |  |  |  |  |  |  |  |  |  |  |  |
| Total                              | \$ | 13,800,000 |  |  |  |  |  |  |  |  |  |  |  |

Note: Preliminary Engineering may include Conceptual Design, Feasibility Studies, Pilot Testing and other necessary work to lay a foundation for a large CIP project.

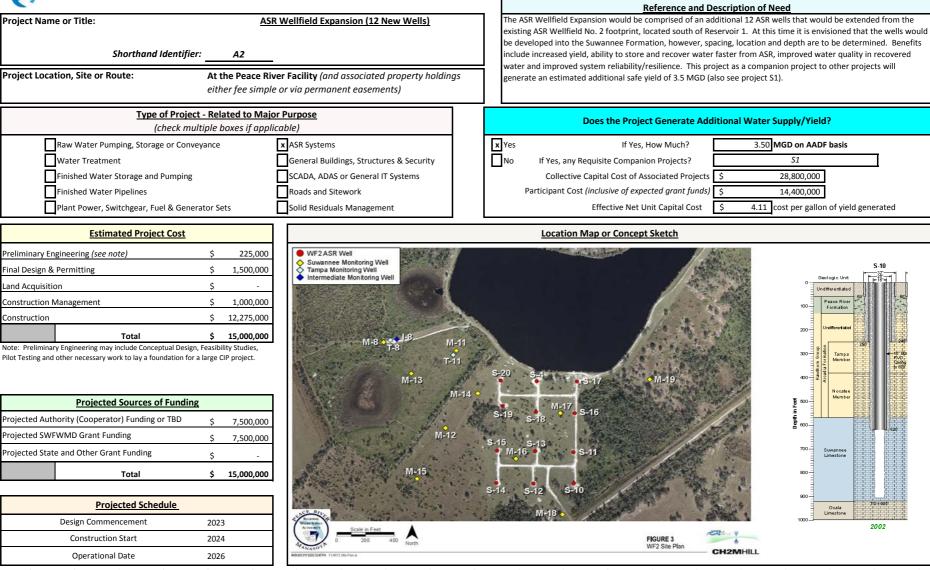
| Projected Sources of Funding                    |                  |
|---|------------------|
| Projected Authority (Cooperator) Funding or TBD | \$<br>6,900,000  |
| Projected SWFWMD Grant Funding                  | \$<br>6,900,000  |
| Projected State and Other Grant Funding         | \$<br>-          |
| Total   | \$<br>13,800,000 |

| Projected Schedule  |      |
|---------------------|------|
| Design Commencement | 2021 |
| Construction Start  | 2023 |
| Operational Date    | 2023 |

| Location Map or Concept Sketch |
|--------------------------------|
|                                |
| VEAD                           |

|      | YEAR |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |
|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|
| 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025 | 2026 | 2027 | 2028 | 2029 | 2030 | 2031 | 2032 | 2033 | 2034 | 2035 | 2036 | 2037 | 2038 |
|      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |





| YEAR |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |
|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|
| 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025 | 2026 | 2027 | 2028 | 2029 | 2030 | 2031 | 2032 | 2033 | 2034 | 2035 | 2036 | 2037 | 2038 |
|      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |



# **20-Year Capital Needs Assessment**

# FY 2024 - FY 2038

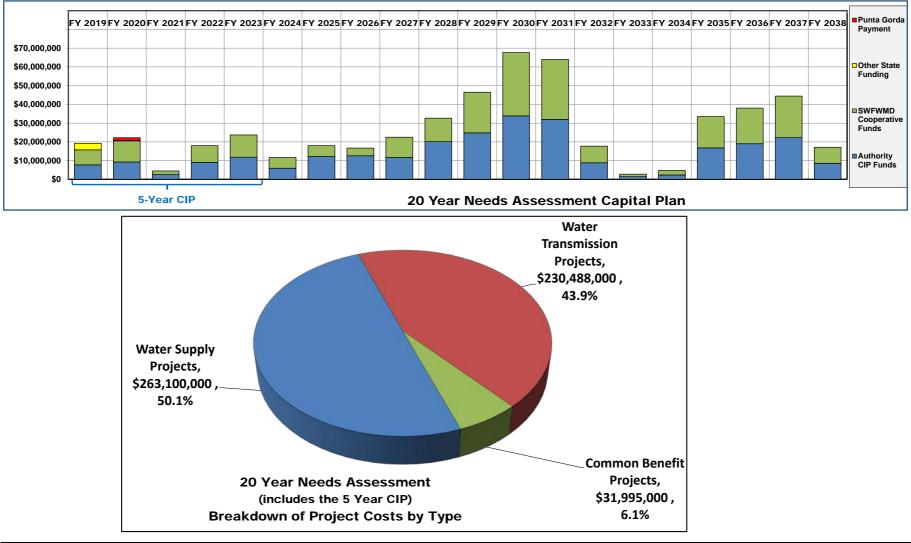
Editor's Note: The 20-Year Capital Needs Assessment includes the 5 Year CIP but those first 5 Years are not repeated in this section to avoid redundancy.

[Revised May 2018]



# 20 Year Capital Needs Assessment Summary by Year and Type of Project

(includes the 5-Year CIP)



| Total Investment Planned Over the Period | \$<br>525,583,000 , excludes prior year costs         | \$0 | identified beyond the 20-year horizon |
|--|---|-----|---------------------------------------|
| Anticipated Offsetting Grant Funding     | \$<br>251,552,000 , excludes prior year grant funding | \$0 | identified beyond the 20-year horizon |



| Project Name or Title: <u>Re</u>   | place Kings Highway 24" Due to Road Widening    | insta       | Reference and De<br>Kings Highway 24" Regional Transmission Main provide<br>lied within the roadway right-of-way. The FDOT is plan   | es water to Charlotte and DeSoto Counties and was<br>nning to widen Kings Highway since it represents a |
|--|---|-------------|--|---|
| Shorthand Identifier: <u>T4</u><br>Project Location, Site or Route: Kings High | way from the Peace River Facility to the County | deve<br>the | ificant arterial connector between Arcadia and Port Cha<br>elopment and can serve as a major hurricane evacuatio<br>same size line offset in the new, wider right-of-way and | n route to the inland. This pipeline will be replaced with  |
| <u>Type of Project - Related to</u><br>(check multiple boxes i                 |   |             | Does the Project Generate Addit  | tional Water Supply/Yield?  |
| Raw Water Pumping, Storage or Conveyance                                       | ASR Systems                                     | Yes         | If Yes, How Much?  | 0.00 MGD on AADF basis  |
| Water Treatment  | General Buildings, Structures & Security        | x No        | If Yes, any Requisite Companion Projects?  | none  |
| Finished Water Storage and Pumping   | SCADA, ADAS or General IT Systems               |             | Collective Capital Cost of Associated Projects   | \$ 12,000,000   |
| x Finished Water Pipelines   | Roads and Sitework                              |             | Participant Cost (inclusive of expected grant funds)   | \$12,000,000  |
| Plant Power, Switchgear, Fuel & Generator Sets                                 | Solid Residuals Management                      |             | Effective Net Unit Capital Cost  | <ul> <li>cost per gallon of yield generated</li> </ul>  |

| Estimated Project Cost             |                  |
|------------------------------------|------------------|
| Preliminary Engineering (see note) | \$<br>180,000    |
| Final Design & Permitting          | \$<br>1,100,000  |
| Land Acquisition                   | \$<br>-          |
| Construction Management            | \$<br>1,000,000  |
| Construction                       | \$<br>9,720,000  |
| Total                              | \$<br>12,000,000 |

Note: Preliminary Engineering may include Conceptual Design, Feasibility Studies, Pilot Testing and other necessary work to lay a foundation for a large CIP project.

| Pro                     | jected Sources of Fundi                 | ng         |            |  |  |  |  |
|-------------------------|---|------------|------------|--|--|--|--|
| Projected Authority (Co | \$                                      | 12,000,000 |            |  |  |  |  |
| Projected SWFWMD Gra    | Projected SWFWMD Grant Funding          |            |            |  |  |  |  |
| Projected State and Oth | Projected State and Other Grant Funding |            |            |  |  |  |  |
|                         | Total                                   | \$         | 12,000,000 |  |  |  |  |

| Projected Schedule  |      |  |  |  |  |  |  |  |  |  |
|---------------------|------|--|--|--|--|--|--|--|--|--|
| Design Commencement | 2024 |  |  |  |  |  |  |  |  |  |
| Construction Start  | 2025 |  |  |  |  |  |  |  |  |  |
| Operational Date    | 2026 |  |  |  |  |  |  |  |  |  |

# Location Map or Concept Sketch



|   |      | YEAR |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |
|---|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|
|   | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025 | 2026 | 2027 | 2028 | 2029 | 2030 | 2031 | 2032 | 2033 | 2034 | 2035 | 2036 | 2037 | 2038 |
| Ī |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |

5/18/2018



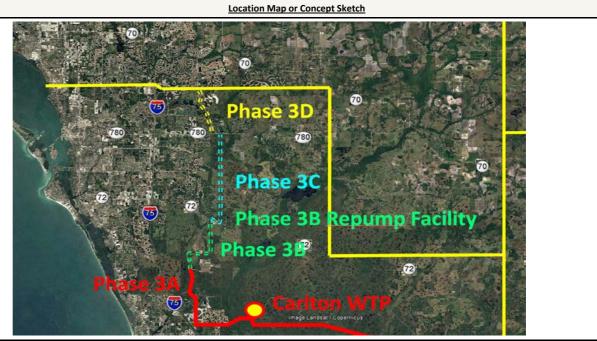
|  |  | Reference and Description of Need   |  |  |  |  |  |  |  |  |
|--|--|---|--|--|--|--|--|--|--|--|
| Project Name or Title: <u>Re</u>             | gional Integrated Loop - Phase 3C [Clark Rd. to Fruitville | water main installed between the Phase 3B terminus at Clark Road (SR72) northward to the vicinity of Fruitville   |  |  |  |  |  |  |  |  |
| Shorthand Identifier:                        | <u>76</u>  | Road (780). This segment of pipe will interconnect Phase 3D and Phase 3B creating a nearly 66 mile long continuous, dedicated regional pipeline backbone between Manatee County in the north through the Carlton WTF in the middle and Peace River Facility all the way to the Shell Creek WTP to the south. The project will include pun |  |  |  |  |  |  |  |  |
| roject Location, Site or Route: Bet          | ween Clark Road (SR 72) and Fruitville Road                | station and storage elements. This project is under review following development of a 2 county hydraulic water system model.  |  |  |  |  |  |  |  |  |
|  | a <mark>ted to Major Purpose</mark><br>oxes if applicable) | Does the Project Generate Additional Water Supply/Yield?  |  |  |  |  |  |  |  |  |
| Raw Water Pumping, Storage or Conveyance     | ASR Systems  | Yes If Yes, How Much? 0.00 MGD on AADF basis  |  |  |  |  |  |  |  |  |
| Water Treatment                              | General Buildings, Structures & Security                   | x No If Yes, any Requisite Companion Projects? none   |  |  |  |  |  |  |  |  |
| x Finished Water Storage and Pumping         | SCADA, ADAS or General IT Systems                          | Collective Capital Cost of Associated Projects \$ 36,000,000  |  |  |  |  |  |  |  |  |
| x Finished Water Pipelines                   | Roads and Sitework   | Participant Cost (inclusive of expected grant funds) \$19,550,000   |  |  |  |  |  |  |  |  |
| Plant Power, Switchgear, Fuel & Generator Se | Solid Residuals Management                                 | Effective Net Unit Capital Cost - cost per gallon of yield generated  |  |  |  |  |  |  |  |  |

| Estimated Project Cost             |    |            |  |  |  |  |  |  |  |  |  |
|------------------------------------|----|------------|--|--|--|--|--|--|--|--|--|
| Preliminary Engineering (see note) | \$ | 540,000    |  |  |  |  |  |  |  |  |  |
| Final Design & Permitting          | \$ | 3,240,000  |  |  |  |  |  |  |  |  |  |
| Land Acquisition                   | \$ | 3,100,000  |  |  |  |  |  |  |  |  |  |
| Construction Management            | \$ | 2,880,000  |  |  |  |  |  |  |  |  |  |
| Construction                       | \$ | 26,240,000 |  |  |  |  |  |  |  |  |  |
| Total                              | \$ | 36,000,000 |  |  |  |  |  |  |  |  |  |

Note: Preliminary Engineering may include Conceptual Design, Feasibility Studies, Pilot Testing and other necessary work to lay a foundation for a large CIP project.

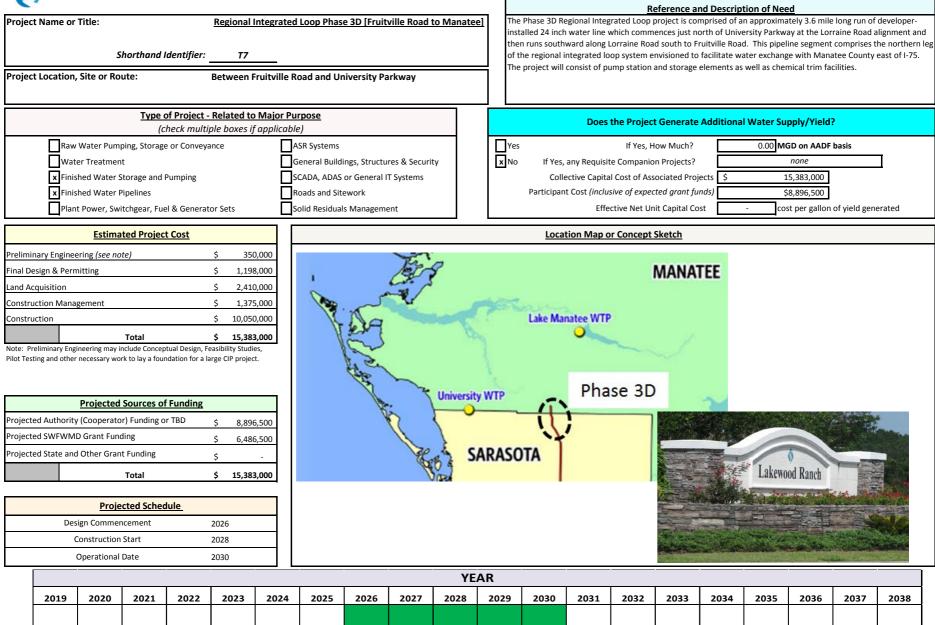
| Projected Sources of Funding         |                |            |  |  |  |  |  |  |  |
|--------------------------------------|----------------|------------|--|--|--|--|--|--|--|
| Projected Authority (Cooperator) Fun | ding or TBD \$ | 19,550,000 |  |  |  |  |  |  |  |
| Projected SWFWMD Grant Funding       | \$             | 16,450,000 |  |  |  |  |  |  |  |
| Projected State and Other Grant Fund | ling Ş         | -          |  |  |  |  |  |  |  |
| Tota                                 | ı \$           | 36,000,000 |  |  |  |  |  |  |  |

| Projected Schedule  |      |  |  |  |  |  |  |  |
|---------------------|------|--|--|--|--|--|--|--|
| Design Commencement | 2024 |  |  |  |  |  |  |  |
| Construction Start  | 2026 |  |  |  |  |  |  |  |
| Operational Date    | 2028 |  |  |  |  |  |  |  |



|   | YEAR |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |
|---|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|
| 2 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025 | 2026 | 2027 | 2028 | 2029 | 2030 | 2031 | 2032 | 2033 | 2034 | 2035 | 2036 | 2037 | 2038 |
|   |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |







|  |  | Reference and Description of Need  |
|--|--|--|
| Project Name or Title:                         | New Reservoir and Expanded Treatment at PRF  | Reliability Modeling reflects that a combination of 6 BG additional raw water storage combined with at least 200 MGD of river diversion pumping and raw water conveyance capacity and a treatment plant capacity expansion of 24 MGD will produce an additional yield of 13.5 MGD out of this system. Resultant reliability ratings would be > 99.5% |
| Shorthand Identifier:                          | <u>\$2</u>   | for quantity and > 95% for quality (based on total dissolved solids).  |
|  | ne Peace River Facility (and associated property holdings<br>er fee simple or via permanent easements) | 5  |
|  | ted to Major Purpose<br>oxes if applicable)  | Does the Project Generate Additional Water Supply/Yield?   |
| x Raw Water Pumping, Storage or Conveyance     | ASR Systems  | x Yes If Yes, How Much? 13.50 MGD on AADF basis  |
| x Water Treatment                              | General Buildings, Structures & Security   | No If Yes, any Requisite Companion Projects? none  |
| x Finished Water Storage and Pumping           | x SCADA, ADAS or General IT Systems  | Collective Capital Cost of Associated Projects \$ 200,000,000  |
| Finished Water Pipelines                       | Roads and Sitework   | Participant Cost (inclusive of expected grant funds) \$100,000,000   |
| x Plant Power, Switchgear, Fuel & Generator Se | ts Solid Residuals Management  | Effective Net Unit Capital Cost \$ 7.41 cost per gallon of yield generated   |
| Estimated Broject Cost                         |  | Location Man or Concent Sketch   |

| Estimated Project Cost             |                   |
|------------------------------------|-------------------|
| Preliminary Engineering (see note) | \$<br>3,000,000   |
| Final Design & Permitting          | \$<br>18,000,000  |
| Land Acquisition                   | \$<br>-           |
| Construction Management            | \$<br>16,000,000  |
| Construction                       | \$<br>163,000,000 |
| Total                              | \$<br>200,000,000 |

Note: Preliminary Engineering may include Conceptual Design, Feasibility Studies, Pilot Testing and other necessary work to lay a foundation for a large CIP project.

| Projected Sources of Funding                    |                   |
|---|-------------------|
| Projected Authority (Cooperator) Funding or TBD | \$<br>100,000,000 |
| Projected SWFWMD Grant Funding                  | \$<br>100,000,000 |
| Projected State and Other Grant Funding         | \$<br>-           |
| Total   | \$<br>200,000,000 |

| Projected Schedule  |      |
|---------------------|------|
| Design Commencement | 2026 |
| Construction Start  | 2030 |
| Operational Date    | 2032 |



|      | YEAR |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |
|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|
| 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025 | 2026 | 2027 | 2028 | 2029 | 2030 | 2031 | 2032 | 2033 | 2034 | 2035 | 2036 | 2037 | 2038 |
|      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |



|  |   | Reference and Description of Need   |
|--|---|---|
| Project Name or Title:   | Replace and Upsize 12" PVC to 24" DIP                                     | This pipeline interconnects the 24" Kings Highway Transmission Main to the 36" Southern Regional Transmission<br>Main. It serves as a valuable intertie which can provide a backup water feed to Lake Suzy and Charlotte County in<br>the event of a main break on the larger lines. It also helps to equalize system flow and provides operational |
| Shorthand Identifier:  | _   | flexibility during major pipeline construction projects. The current pipeline was installed by GDU and does not have  |
|  | runs near the DeSoto/Charlotte County Lines<br>o Major Transmission Mains | adequate cover depth, it will be replaced with a larger diameter, ductile iron pipe which is more deeply buried.  |
| <u>Type of Project - Related to M</u><br>(check multiple boxes if ap |   | Does the Project Generate Additional Water Supply/Yield?  |
| Raw Water Pumping, Storage or Conveyance                             | ASR Systems   | Yes If Yes, How Much? 0.00 MGD on AADF basis  |
| Water Treatment  | General Buildings, Structures & Security                                  | x No If Yes, any Requisite Companion Projects? none   |
| Finished Water Storage and Pumping                                   | SCADA, ADAS or General IT Systems   | Collective Capital Cost of Associated Projects \$ 2,500,000   |
| x Finished Water Pipelines   | Roads and Sitework  | Participant Cost (inclusive of expected grant funds) \$2,500,000  |
| Plant Power, Switchgear, Fuel & Generator Sets                       | Solid Residuals Management  | Effective Net Unit Capital Cost - cost per gallon of yield generated  |
| Estimated Project Cost   |   | Location Map or Concept Sketch  |

| Estimated Project Cost             |                 |
|------------------------------------|-----------------|
| Preliminary Engineering (see note) | \$<br>40,000    |
| Final Design & Permitting          | \$<br>200,000   |
| Land Acquisition                   | \$<br>-         |
| Construction Management            | \$<br>225,000   |
| Construction                       | \$<br>2,035,000 |
| Total                              | \$<br>2,500,000 |

Note: Preliminary Engineering may include Conceptual Design, Feasibility Studies, Pilot Testing and other necessary work to lay a foundation for a large CIP project.

|                 | Projected Sources of Funding   |           |           |  |  |  |  |
|-----------------|--------------------------------|-----------|-----------|--|--|--|--|
| Projected Auth  | \$                             | 2,500,000 |           |  |  |  |  |
| Projected SWF   | Projected SWFWMD Grant Funding |           |           |  |  |  |  |
| Projected State | e and Other Grant Funding      | \$        | -         |  |  |  |  |
|                 | Total                          | \$        | 2,500,000 |  |  |  |  |

| Projected Schedule  |      |
|---------------------|------|
| Design Commencement | 2027 |
| Construction Start  | 2028 |
| Operational Date    | 2028 |

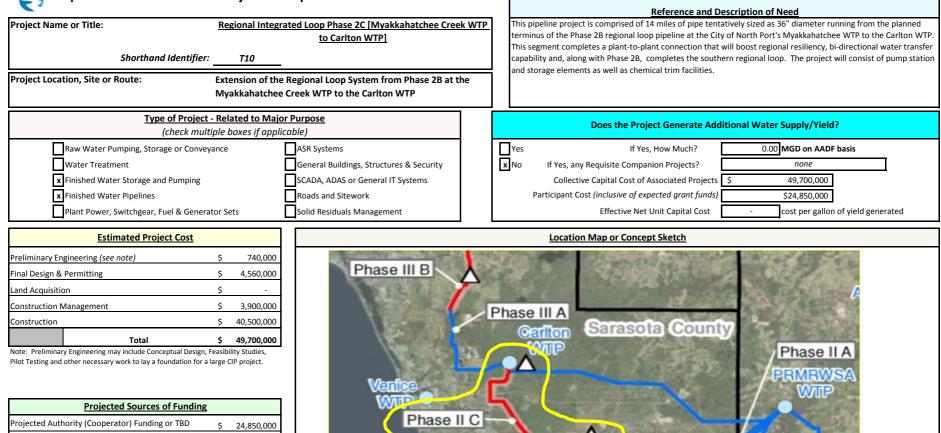


|      | YEAR |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |
|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|
| 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025 | 2026 | 2027 | 2028 | 2029 | 2030 | 2031 | 2032 | 2033 | 2034 | 2035 | 2036 | 2037 | 2038 |
|      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |



|                        |   |                 |               |                |  |              |                |               |       |           |   |               |                | Reference    | and Descr         | iption of N | leed                                  |               |          |
|------------------------|---|-----------------|---------------|----------------|--|--------------|----------------|---------------|-------|-----------|---|---------------|----------------|--------------|-------------------|-------------|---------------------------------------|---------------|----------|
| -                      | oject Name or Title:       PRF Combined Clearwell and Chemical Trim Facility         Shorthand Identifier:       53         oject Location, Site or Route:       At the Peace River Facility (and associated property hold, either fee simple or via permanent easements) |                 |               |                |  |              |                |               |       |           | This project will consolidate the filter effluent from each treatment train to a central in-ground collection w<br>where the waters will blend, chemicals can be adjusted to fine tune pH and disinfectant residual and severa<br>VFD transfer pumps will lift the water to ground storage. This will eliminate less efficient transfer pumping<br>each train, improve consistency of water quality and provide a common, consolidated feed for the future sl<br>further treatment be required. The design will be redundant so that it can operate at full capacity with eith<br>out-of-service. This project is a companion project to other projects will generate an estimated additional so<br>of 5.5 MGD (also see project S4). |               |                |              |                   |             |                                       |               |          |
|                        |   |                 |               |                | <mark>d to Major I</mark><br>es if applica |              |                |               |       |           |   | Do            | es the Proj    | ect Genera   | te Additio        | nal Water   | Supply/Yie                            | ld?           |          |
| Raw                    | Water Pur   | nping, Stora    | age or Conv   | eyance         |  | ASR System   | S              |               |       | хY        | es  |               | If Yes         | , How Much   | 1?                | 5.50        | MGD on AA                             | DF basis      |          |
| x Wat                  | er Treatme  | nt              |               |                |  | General Bui  | ildings, Strue | ctures & Secu | urity |           |   | es, any Requ  | isite Compai   | nion Project | s?                |             | S4                                    |               |          |
| Finis                  | shed Water  | Storage an      | d Pumping     |                | Ē  | SCADA, ADA   | AS or Gener    | al IT Systems |       |           |   | ollective Cap | ital Cost of A | Associated P | rojects \$        |             | 40,800,000                            | )             |          |
| Finis                  | shed Water  | Pipelines       |               |                | Γ  | Roads and S  | Sitework       |               |       |           | Particip  | ant Cost (ind | lusive of exp  | pected grant | funds) \$         |             | 20,400,000                            | )             |          |
| Plan                   | t Power, Sv   | vitchgear, F    | uel & Gene    | rator Sets     |  | Solid Residu | uals Manage    | ement         |       |           |   | E             | ffective Net   | Unit Capital | Cost \$           | 3.71        | cost per gall                         | on of yield g | enerated |
|                        | <u>Estim</u>  | ated Proj       | ect Cost      |                |  |              |                |               |       |           | Lo  | cation Ma     | or Conce       | ot Sketch    |                   |             |                                       |               |          |
| Preliminary Enginee    | ering (see n  | ote)            |               | \$             | 90,000                                     | ~            |                | 1853 - I      | <     | N.M. DORO | ma e sez  |               |                | No. Mark     |                   |             |                                       | 20120         |          |
| inal Design & Pern     | nitting   |                 |               | \$             | 470,000                                    |              | and the        | 11/1          | 1P    | 3 J       | 19  |               | ///            | 112          | N/                |             | 5 6                                   | 2             |          |
| and Acquisition        |   |                 |               | \$             | -  | 1            | CHX.           | 116           | 210   | XIII      | 4 -   |               | 1              | C/TX         |                   |             |                                       |               |          |
| Construction Mana      | gement  |                 |               | \$             | 540,000                                    | 11           | 9//X           |               |       | XX        | -   | 1             |                | 125          | 20                | 7           |                                       |               |          |
| Construction           |   |                 |               | \$5            | ,400,000                                   |              | 11             | -             |       |           | No.   | 110           |                | TE           |                   | D           | A A                                   |               |          |
|                        |   | Total           |               | \$6            | ,500,000                                   | 11           | 11.0           | z3.[]]        | 11    |           | VAV   | 472           | PALI-          | A D          |                   | 21          |                                       | J.            |          |
| lote: Preliminary Eng  |   |                 |               |                |  | 10           | N              |               | 12 1  | ( De      |   | X             | W.S            | ( ) / X      | E.C.              | 1AV         | 1 1                                   | 25            | 7        |
| ilot Testing and other | r necessary w   | ork to lay a fo | bundation for | a large CIP pr | oject.                                     |              | N              | U R           | N.    | - A       | X   | A             | II. JI         | El .         | 717               |             |                                       | 12            |          |
|                        | Projecte  | d Sources       | of Funding    | 7              |  |              |                | 2             | ~/    |           | 1 A   | TA            | DED            |              |                   | 17-         |                                       | A.            |          |
| Projected Authority    |   |                 |               | -              | 250.000                                    |              | 1              |               |       | XX        | Ø L   | XM            |                | SA           |                   |             | Conceptu                              |               |          |
| rojected SWFWM         |   |                 | ,             |                | ,250,000                                   |              |                | - AS          | 17    |           | SY  | X             | F-V            | Mr. C        | · It              |             | Combined                              |               |          |
| rojected State and     |   | -               |               |                | ,250,000                                   | 1            | X              |               |       | Sel       |   |               |                |              |                   |             | Clearwell                             |               |          |
| rojected state and     |   | int Funding     |               | \$             | -  |              | $\rightarrow$  | 1             | X     |           | 1 dia   |               | X              | X            | $\times$          | ·           | 90 N                                  | -20           |          |
|                        |   | Total           |               | \$6            | ,500,000                                   | A la         | A              |               | X     | 100       | N.  |               | al             | XX           | AM.               | & cont      |                                       | 1015- Ter     |          |
|                        | <u>Proj</u>   | ected Sch       | edule_        |                |  | - Et         | A              | X             | CA.   | X         | AS  | 10            |                | 4            | $\langle \rangle$ | ) (         |                                       |               |          |
| Des                    | sign Comme  | encement        |               | 2027           |  |              | F.M.M          | 1.15          | the s | X         |   | A             | 1V             |              | L'                | 2.1         |                                       |               |          |
| (                      | Constructio   | n Start         |               | 2028           |  |              | M              | XV .          | 1     | A. A.     | - A   | X             |                | 9/11/17      |                   | 1.20        | alls                                  |               |          |
|                        | Operationa  | I Date          |               | 2029           |  | 101-5        | SINK           | AK            |       | ×199      | St.   | XX            |                | 111111       | 91111772          | 11 (Ke      | NOR THE                               |               |          |
|                        |   |                 | ·             |                |  |              |                | ·             | YE    | AR        |   |               |                |              | ·                 |             | · · · · · · · · · · · · · · · · · · · | ·             |          |
| 2019                   | 2020  | 2021            | 2022          | 2023           | 2024                                       | 2025         | 2026           | 2027          | 2028  | 2029      | 2030  | 2031          | 2032           | 2033         | 2034              | 2035        | 2036                                  | 2037          | 2038     |





|                | FIDJECTED Sources of Fulluling     | í          |            |
|----------------|------------------------------------|------------|------------|
| Projected Aut  | hority (Cooperator) Funding or TBD | \$         | 24,850,000 |
| Projected SWI  | \$                                 | 24,850,000 |            |
| Projected Stat | e and Other Grant Funding          | \$         | -          |
|                | Total                              | \$         | 49,700,000 |
|                |                                    |            |            |

| Projected Schedule  |      |
|---------------------|------|
| Design Commencement | 2032 |
| Construction Start  | 2034 |
| Operational Date    | 2036 |



Jorti

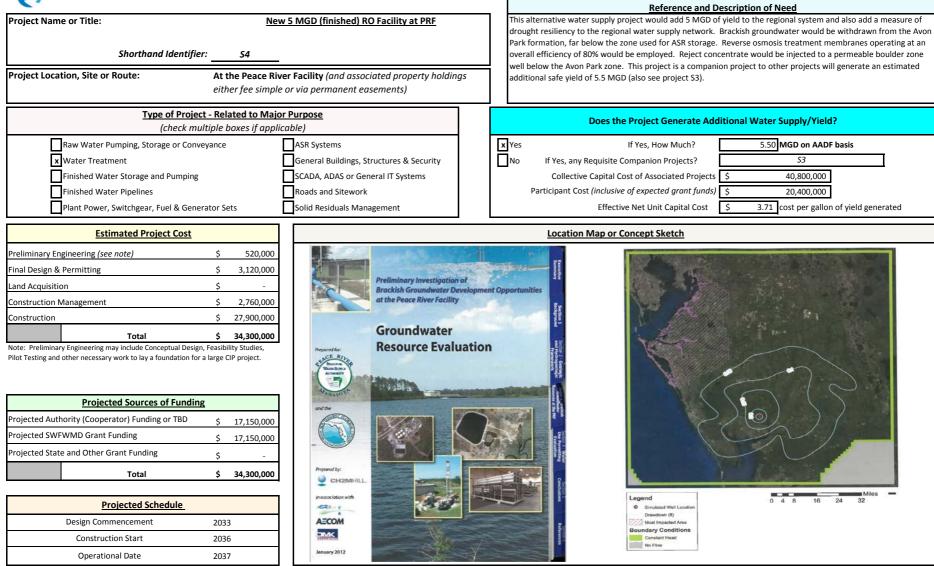
Phase II B

2019

Phase II D

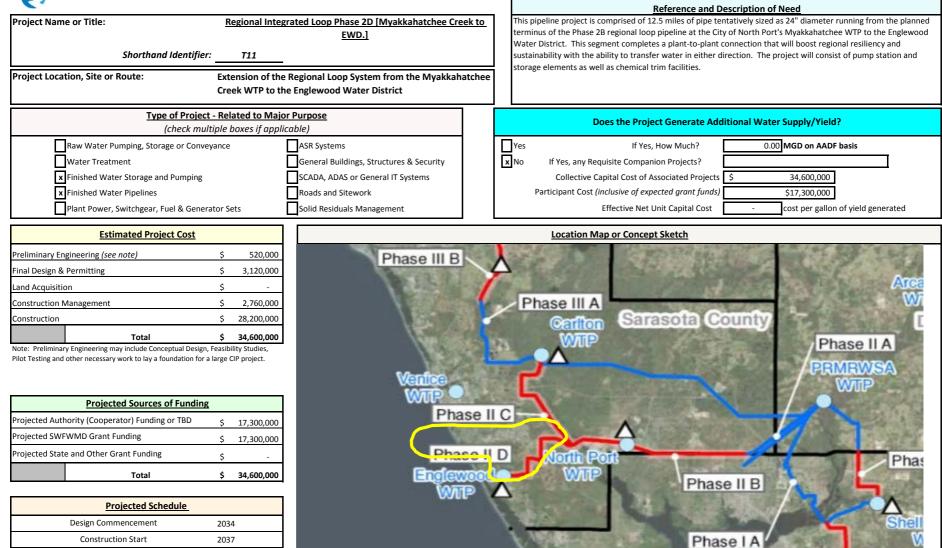
Englewood





|      |      |      |      |      |      |      |      |      | YE   | AR   |      |      |      |      |      |      |      |      | -    |
|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|
| 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025 | 2026 | 2027 | 2028 | 2029 | 2030 | 2031 | 2032 | 2033 | 2034 | 2035 | 2036 | 2037 | 2038 |
|      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |      |





|      |      |      |      |      | · · · · · · · · · · · · · · · · · · · |      |      |      | YE   | AR   |      |      |      |      |      |      |      |      |      |
|------|------|------|------|------|---------------------------------------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|
| 2019 | 2020 | 2021 | 2022 | 2023 | 2024                                  | 2025 | 2026 | 2027 | 2028 | 2029 | 2030 | 2031 | 2032 | 2033 | 2034 | 2035 | 2036 | 2037 | 2038 |
|      |      |      |      |      |                                       |      |      |      |      |      |      |      |      |      |      |      |      |      |      |

**Operational Date** 

2038



#### **Capital Needs Assessment - Project Description Sheet Reference and Description of Need** Phase 4D, Segments 2 & 3 Regional Integrated Loop projects comprised approximately 11 miles of 24 inch water line Project Name or Title: Phase 4 [Segments 2 & 3] commencing at 175 and Tucker's Grade and extending north to the Authority's Phase 1A crossing on the south side of the Peace River in the town of Cleveland on the outskirts of Punta Gorda. This completes a plant-to-plant link Shorthand Identifier: T12 between the Burnt Store WTP and the remainder of the regional loop system allowing water to flow in either direction boosting system resiliency and sustainability. This project also includes storage and pumping elements. Project Location, Site or Route: Along Burnt Store Road from the area near Tern Bay Golf and Country Club northeast to Tucker's Grade and I-75 Type of Project - Related to Major Purpose Does the Project Generate Additional Water Supply/Yield? (check multiple boxes if applicable) Yes Raw Water Pumping, Storage or Conveyance ASR Systems If Yes, How Much? 0.00 MGD on AADF basis x No none Water Treatment General Buildings, Structures & Security If Yes, any Requisite Companion Projects? x Finished Water Storage and Pumping SCADA, ADAS or General IT Systems Collective Capital Cost of Associated Projects \$ 22.780.000 x Finished Water Pipelines Participant Cost (inclusive of expected grant funds) Roads and Sitework \$11,390,000 Plant Power, Switchgear, Fuel & Generator Sets Effective Net Unit Capital Cost Solid Residuals Management cost per gallon of yield generated **Estimated Project Cost** Location Map or Concept Sketch Preliminary Engineering (see note) \$ 340,000 DESOTO Final Design & Permitting \$ 2,040,000 Land Acquisition \$ 1,800,000 Peace River Ś Construction Management \$ 18,600,000 Facility Construction \$ 22,780,000 Total Note: Preliminary Engineering may include Conceptual Design, Feasibility Studies, Pilot Testing and other necessary work to lay a foundation for a large CIP project. **Projected Sources of Funding** Shell Creek Phase 4, Segment Projected Authority (Cooperator) Funding or TBD \$ 11,390,000 Projected SWFWMD Grant Funding \$ 11,390,000 WTP 2 1 Projected State and Other Grant Funding Ś Total \$ 22,780,000 CHARLOTTE Phase 4, Segment **Projected Schedule** Design Commencement 2034 3 Construction Start 2037 **Operational Date** 2038 YEAR 2019 2020 2021 2022 2023 2024 2025 2026 2027 2028 2029 2030 2031 2032 2033 2034 2035 2036 2037 2038

# PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY BOARD OF DIRECTORS MEETING May 30, 2018

# REGULAR AGENDA ITEM 3

Peace River Facility Water Use Permit Modification/Renewal Item Moved to General Counsel's Report

#### PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY BOARD OF DIRECTORS MEETING May 30, 2018

## REGULAR AGENDA ITEM 4

#### **Regional Integrated Loop System Phase 3B Interconnect** [681/Preymore Interconnect to Clark Road (State Road 72)]

| Presenter -          | Kevin Morris, Manager of Engineering & Projects  |
|----------------------|--|
| Recommended Action - | Motion to approve Resolution 2018-07; A Resolution<br>Determining the Necessity to Construct a Transmission<br>Pipeline and Appurtenant Facilities Connecting The<br>Terminus of the Peace River Manasota Regional Water<br>Supply Authority Delivery System, from West of the<br>Sarasota County Central County Solid Waste Disposal<br>Complex North to Clark Road (State Road 72) in<br>Sarasota County ("Regional Integrated Loop System,<br>Phase 3B")  |
|                      | <b>Motion</b> to approve Resolution 2018-08; A Resolution<br>Authorizing the Acquisition of Certain Real Property<br>Located Within Sarasota County, Florida, To Be Used<br>For The Public Purpose Of Constructing, Operating, and<br>Maintaining the Transmission Pipeline And Appurtenant<br>Facilities From West of the Sarasota County Central<br>County Solid Waste Disposal Complex North to Clark<br>Road (State Road 72) in Sarasota County ("Regional<br>Integrated Loop System, Phase 3B") |

#### a. Phase 3B Interconnect Project Update

This project will extend the Regional system from central Sarasota County about 5 miles further North to Clark Road (State Road 72). Staff will review the project and progress to-date.

#### b. Resolution 2018-07 Phase 3B Interconnect Alignment

This is a resolution affirming the need for the project and the recommended alignment. Staff will review the alignment, project benefits and need.

# c. Resolution 2018-08 Necessity for Acquisition of Certain Properties Along the Phase 3B Alignment

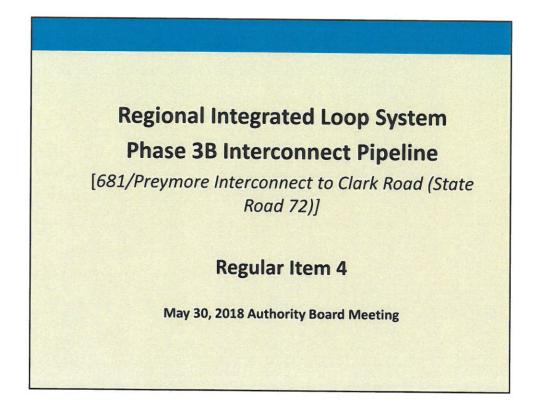
This is a resolution authorizing acquisition of certain easements required for construction and operation of the project. Staff will discuss the required easements.

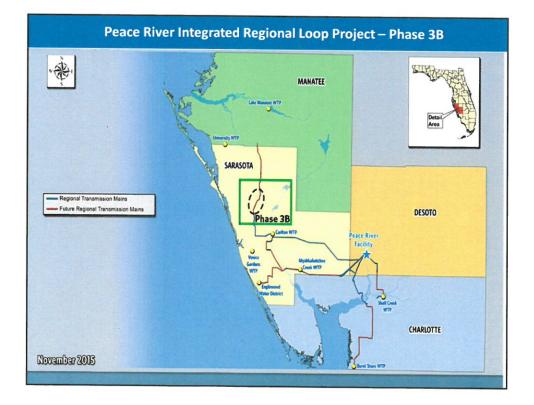
Budget Action: None (Project funded by State and SWFWMD grants and Sarasota County)

#### Attachments:

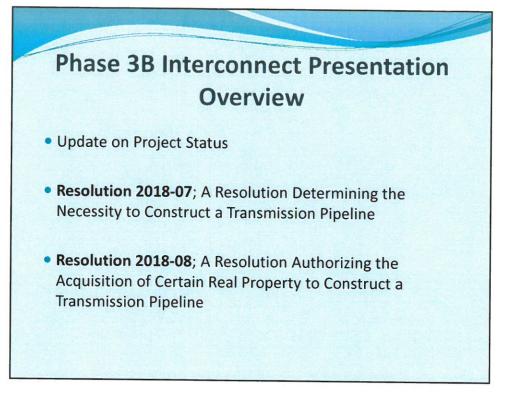
- Tab A Presentation
- Tab BPhase 3B Status Report
- Tab CResolution 2018-07 and supporting materials
- Tab D Resolution 2018-08 and supporting materials

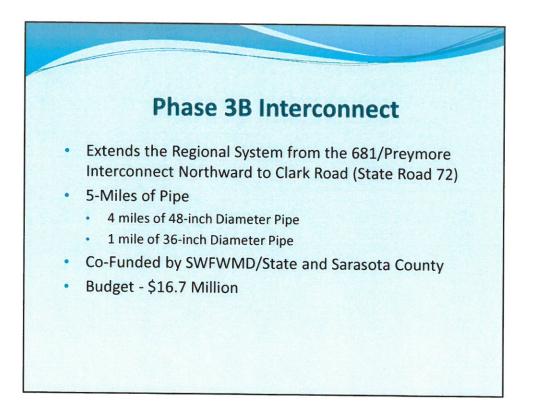
TAB A Presentation

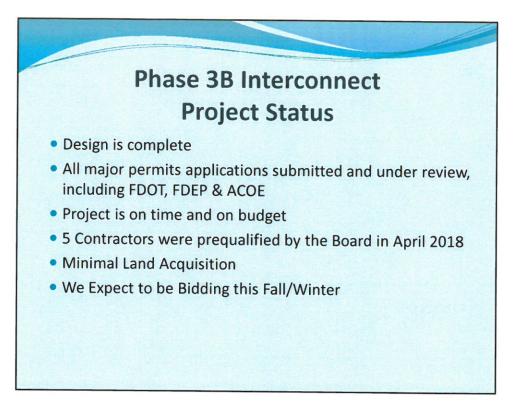




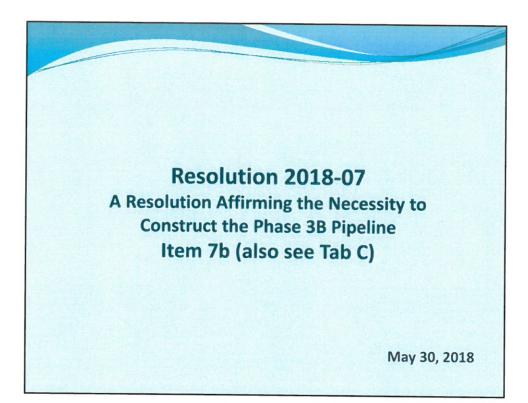
1

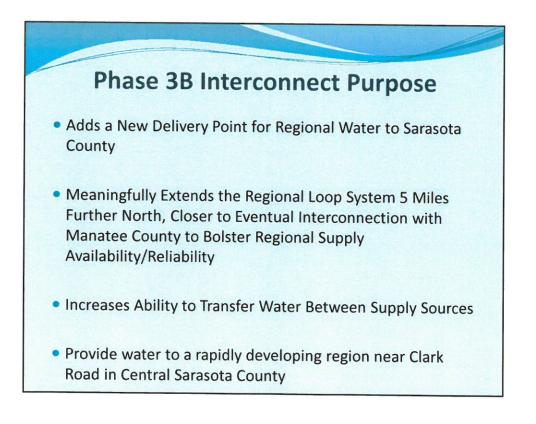


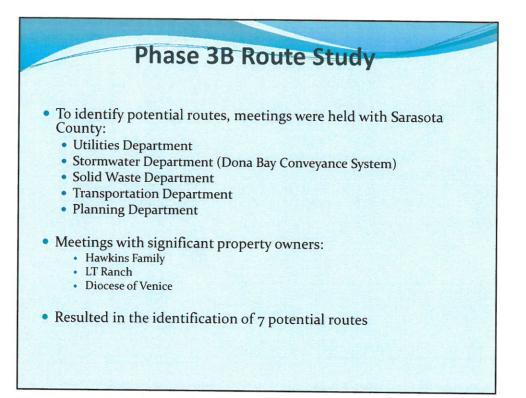


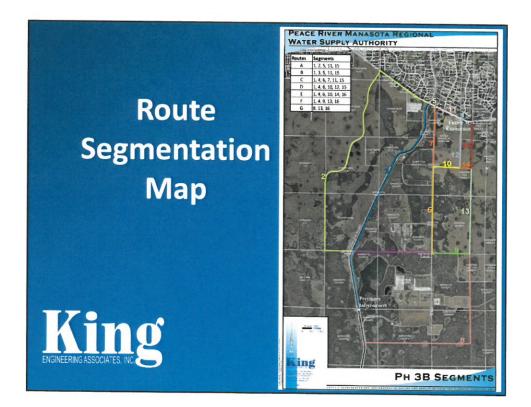


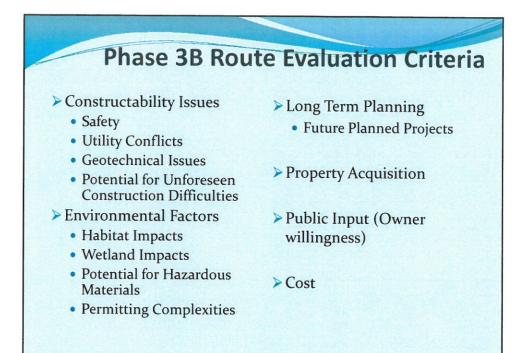
|   |   |   | , | 01 |   |    |    | Γ  |   | 2 | 01 | - |    | Τ  |    |   |    | _ |     | Т   |    | <br> |   |   | Τ   |     |    |     |    |    | 7 |
|---|---|---|---|----|---|----|----|----|---|---|----|---|----|----|----|---|----|---|-----|-----|----|------|---|---|-----|-----|----|-----|----|----|---|
| Phase of Project  | h | M |   |    |   | 50 | ND | JF | M |   |    |   | ON | DI | FM |   | 01 | - | olN | L O | FM | 01   |   |   | ND. | IF. | AA | 202 | 20 | ON | 0 |
| Engineering - Preliminary Design (Includes BODR/30%)          |   |   |   |    |   |    |    |    |   |   |    |   |    |    |    |   |    |   |     | Ι   |    |      |   | I | T   | T   | T  | T   | T  | Π  |   |
| Engineering - Final Design, Permitting and Bid Phase Services |   |   |   |    |   |    |    |    |   |   |    |   |    |    |    |   |    |   |     |     |    |      |   |   | Π   | Π   | Π  | Π   | T  |    |   |
| Permitting  |   |   |   |    |   |    |    |    |   |   |    |   |    |    |    |   |    |   |     |     |    |      |   | Π | Π   | Π   | I  | Π   | Π  | Π  |   |
| Bidding   |   | Π | Ι | Ι  |   |    |    |    |   |   |    |   |    |    |    |   |    |   |     |     |    |      | T | I | Ħ   | T   | I  | Π   | Ħ  | T  | 1 |
| Engineering - Services During Construction                    | Π |   |   |    |   |    |    |    |   |   |    |   |    | Ι  | T  | I | Ι  | Π |     |     |    |      |   |   | I   | Ì   | İ  | Ī   | T  |    |   |
| Construction  | Π | Π |   |    | Π |    |    |    |   | I | Π  |   |    | T  | Ħ  | I | Ħ  | T | T   | T   |    |      | T | T | T   | Π   | T  | T   | T  |    |   |

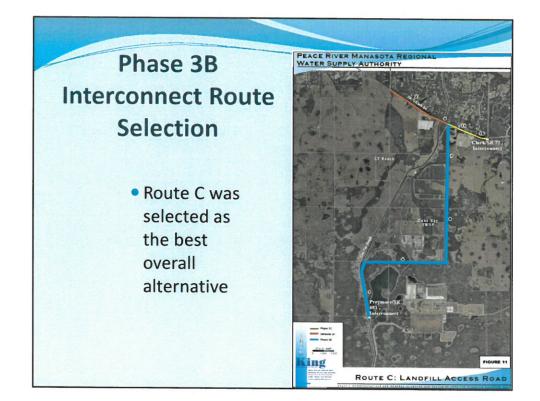


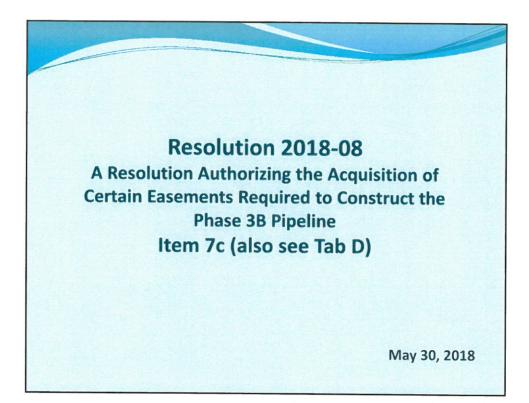


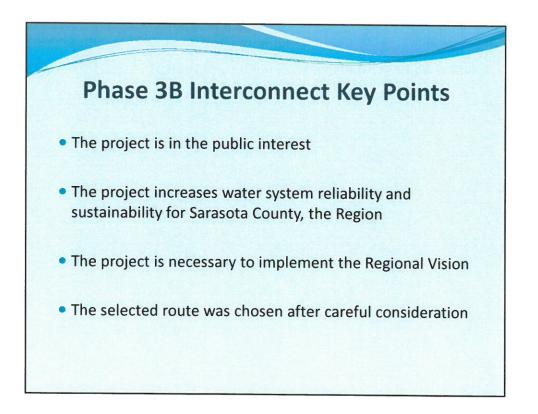


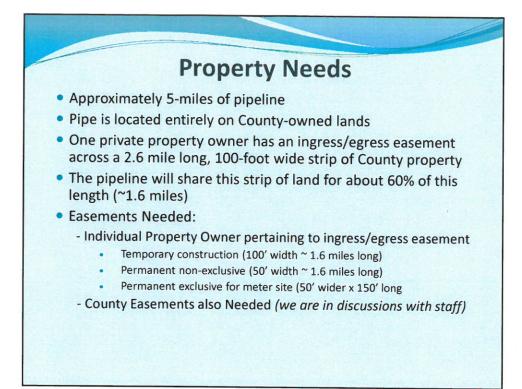


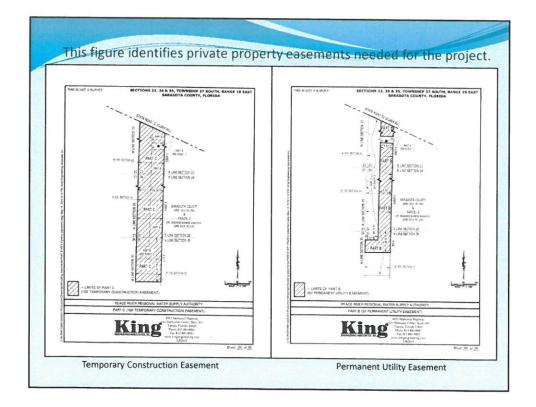


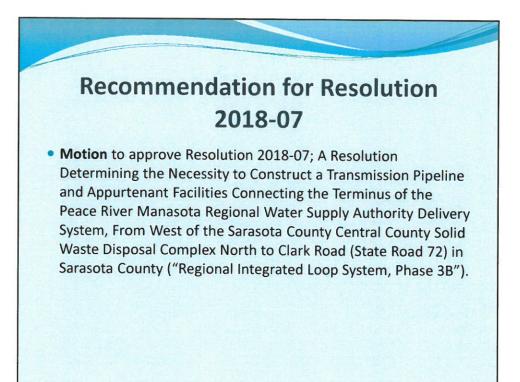


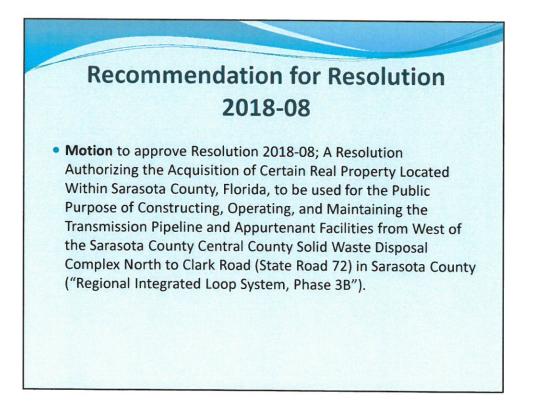












TAB B Phase 3B Status Report

#### **Project Status Report**

| Project:    | Regional Integrated Loop System Phase 3B Interconnect Pipeline Project<br>[Preymore Interconnect Clark Road (SR 72)] |
|-------------|--|
| Date:       | May 30, 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**

The Final BODR for the Phase 3B Pipeline was accepted by the Authority Board at the meeting on June 7, 2017. The final design for the Phase 3B Pipeline is nearing completion, permitting is underway and the project is on schedule. The BODR for the Phase 3B Pumping Station was finalized and presented to the Authority Board for acceptance at the June 7, 2017 meeting. However, unlike the Pipeline design which is well underway, final design for the Pumping Station is delayed pending scenario analysis with the new 2-county hydraulic water system model developed by a consultant working for Sarasota and Manatee Counties. It is possible that work with the water system model may aid in refining pump station conditions and parameters and based on that that opportunity, neither the County nor Authority staff felt it would be prudent to initiate final design of the pumping facility until additional hydraulic model scenarios are completed.

At the April 4, 2018 Authority Board meeting, the Board accepted a list of five (5) possible contractors who participated in the contractor prequalification process as recommended by the engineer-of-record for the project, King Engineering. At this Board Meeting (May 30, 2018) staff anticipate passage of necessary resolutions key to the process of securing ingress/egress easements. Although the entire route falls upon County-owned property, a private party maintains and egress/egress easement over a section of the route. It is the project team's aim to negotiate a suitable arrangement which insures private party access but also allows pipeline construction.

Finally, the project team is awaiting permit issuance and anticipates issuing an invitation-to-bid to prequalified contractors later this year. At this point, it appears Army Corps of Engineers permitting may be the time-limiting constraint. The project team is also working with County staff to insure that completion of this project is coordinated with the 5 mile long interconnecting pipeline that the County is building that will carry water to County Pump Station No. 5 on Proctor Road.

# **Project History Briefing**

**Project:** Phase 3B Regional Interconnect Pipeline Project

**Date:** May 30, 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<br>engineering design and construction management services for the<br>Phase 3B Regional Interconnect Pipeline Project.   |
|---|--------------------|---|
| • | August 5, 2015     | The Authority Board of Directors approved the Southwest Florida<br>Water Management District cooperative funding request for the<br>project "Phase 3B Regional Interconnect Pipeline Project for an<br>estimate project cost of \$26,970,000.   |
| • | August 25, 2015    | Consultant SOQ Packages were due. A total of five packages were<br>timely received from the firms identified in alphabetical order as<br>follows: Atkins North America Inc., Black & Veatch Inc., HDR<br>Engineering Inc., King Engineering Associates Inc. and Stantec<br>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<br>firms (HDR Engineering Inc., Inc., King Engineering Associates<br>Inc. and Stantec Consulting Services Inc.). The Board ranked the<br>consultants to establish the order-of-preference, with King<br>Engineering Associates Inc. selected as the top-ranked firm. |
| • | December 2, 2015   | The Board approved a contract with King Engineering Associates<br>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 This work included efforts to coordinate with Clark Road. 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

| ts<br>ed<br>n, |
|----------------|
| es.            |
|                |
| at             |
| ng             |
| 2              |
| ly             |
|                |
|                |

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 3<sup>rd</sup> 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 3<sup>rd</sup> 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 3<sup>rd</sup> 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 3<sup>rd</sup> 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 3<sup>rd</sup> 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 3<sup>rd</sup> 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 4<sup>th</sup> 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 9<sup>th</sup>.
- 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 9<sup>th</sup>.
- 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):

|                       | Stuart, Florida        |
|-----------------------|------------------------|
| Felix Associates      |                        |
| 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 doamain 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 sleected 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 intiates 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 As of this writing (May 16<sup>th</sup>) scheduled meeting for 5/24/18 with single private property interest along the route to provide information, assurances and discuss accompodation of needed permanent and temporary construction easements over property owner's existing ingress/egress easement.

TAB C Resolution 2018-07 and supporting materials

## PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

## RESOLUTION NO. 2018 - 07

### A RESOLUTION TO BE ENTITLED:

A RESOLUTION DETERMINING THE NECESSITY TO CONSTRUCT A TRANSMISSION PIPELINE AND APPURTENANT FACILITIES CONNECTING THE TERMINUS OF THE PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY DELIVERY SYSTEM, FROM WEST OF THE SARASOTA COUNTY CENTRAL COUNTY SOLID WASTE DISPOSAL COMPLEX NORTH TO CLARK ROAD (STATE ROAD 72) IN SARASOTA COUNTY ("Regional Integrated Loop System, Phase 3B").

WHEREAS, Peace River Manasota Regional Water Supply Authority ("Authority") is an interlocal governmental agency whose member governments and customers are Charlotte County ("Charlotte"), DeSoto County ("DeSoto"), Manatee County ("Manatee"), Sarasota County ("Sarasota"), and the City of North Port; and

**WHEREAS,** The Authority is authorized by Section 373.713(2)(b), Florida Statutes, to acquire water and water rights; to develop, store and transport water; and to provide, sell, and deliver water for county or municipal purposes and uses; and

**WHEREAS,** The Authority is authorized and required by Section 373.713, Florida Statutes, to design, construct, operate, and maintain facilities in the locations and at the times necessary to ensure an adequate water supply will be available to all member governments and customers within the Authority's geographic territory; and

**WHEREAS,** The Authority has developed the Integrated Regional Water Supply Master Plan 2015 (the "Master Water Plan") that includes the construction and development of new sources of potable water, pipelines and appurtenant facilities; and

WHEREAS, The Authority's development of these potential water sources as regional supplies will benefit from construction of a regional integrated loop transmission system (the "Regional Integrated Loop System") to move water from existing and new sources to the areas of demand; and

**WHEREAS,** The Authority has adopted the Regional Integrated Loop System Feasibility / Routing Study that identifies pipeline capacity, routes, connections and appurtenant facilities needed for Peace River Authority purposes; and

**WHEREAS,** Sarasota County has provided consent for the Phase 3B Interconnect Project which provides a regional water transmission main connecting the terminus of the Authority's 48inch diameter regional transmission main near the Sarasota County Central Solid Waste Collection Facility to a County-planned water main at Clark Road (SR 72); and WHEREAS, The Phase 3B Interconnect Project of the Regional Integrated Loop System includes a transmission pipeline and appurtenant facilities (the "Pipeline Facilities") which connect the terminus of the Authority's Regional Transmission System near the Sarasota County Central Solid Waste Collection Facility at the 681/Preymore Interconnect northward to a County-planned water main at Clark Road (aka SR 72) (the "Project"); and

WHEREAS, the Regional Integrated Loop System is intended to expand the capacity and enhance the reliability of the Authority's regional water utility system to ensure an adequate water supply will be available to all members, customers and partners of the Peace River Authority; and

WHEREAS, further interconnection of the Sarasota County municipal water supply system to the Peace River Authority regional supply system through the Regional Integrated Loop System, Phase 3B, will provide valuable back-up and emergency supply capacity to the County and the Region; and

**WHEREAS,** The Authority has determined that the construction of the Pipeline Facilities for the Regional Integrated Loop System, Phase 3B, are necessary to enable Peace River Authority to meet projected water needs of the Authority's public water utility system; and

**WHEREAS,** the construction of the Pipeline Facilities for the Regional Integrated Loop System, Phase 3B, is in the public interest, for the public benefit, and necessary for carrying out the Authority's purposes; and

WHEREAS, The Authority has determined an appropriate route for the Pipeline Facilities for the Regional Integrated Loop System, Phase 3B, and in determining the route of the Pipeline Facilities, and the land rights needed for the construction, operation, and maintenance of the Pipeline Facilities, Peace River Authority has given great consideration to, and has weighed the availability of alternative routes, environmental impact, safety factors, long range planning and costs of the Project; and

**WHEREAS,** The Board route study and preferred route for the Regional Integrated Loop System Phase 3B Interconnect were presented to the Authority's Board of Directors at the regular Board meetings on February 1, 2017 and June 7, 2017; and

**WHEREAS,** The Authority has caused to be surveyed the line and area of construction by map or survey and location for the Project; and

WHEREAS, the necessary approvals from the appropriate governmental agencies to construct, operate, and maintain the Pipeline Facilities have already been obtained or it is reasonably anticipated that they will be obtained; and

**NOW, THEREFORE, BE IT RESOLVED** by Peace River Authority's Board of Directors that those matters set forth in the foregoing recitals are hereby adopted, ratified and found; and further

**RESOLVED,** that the route for the Project is that which is shown on Exhibit "A", attached hereto, and which is described as Route C in the June 2017, 'Regional Integrated Loop System Phase 3B Interconnect [681/Preymore Interconnect to Clark Road (SR 72)] Basis of Design Report'; and further

**RESOLVED,** that this Resolution shall take effect immediately upon being passed and adopted; and further

**RESOLVED,** that if any phrase, portion or part of this Resolution is found to be invalid or unconstitutional by a court of competent jurisdiction, such phrase, portion or part shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remainder of the Resolution.

**NOW, THEREFORE, BE IT RESOLVED**, the Pease River Manasota Regional Water Supply Authority authorizes Resolution No. 2018-07.

**ADOPTED** at a meeting of the Board of Directors at the Peace River Facility in Manatee County, Florida, this \_\_\_\_\_ day of May, 2018.

Peace River Manasota Regional Water Supply Authority

Attest:

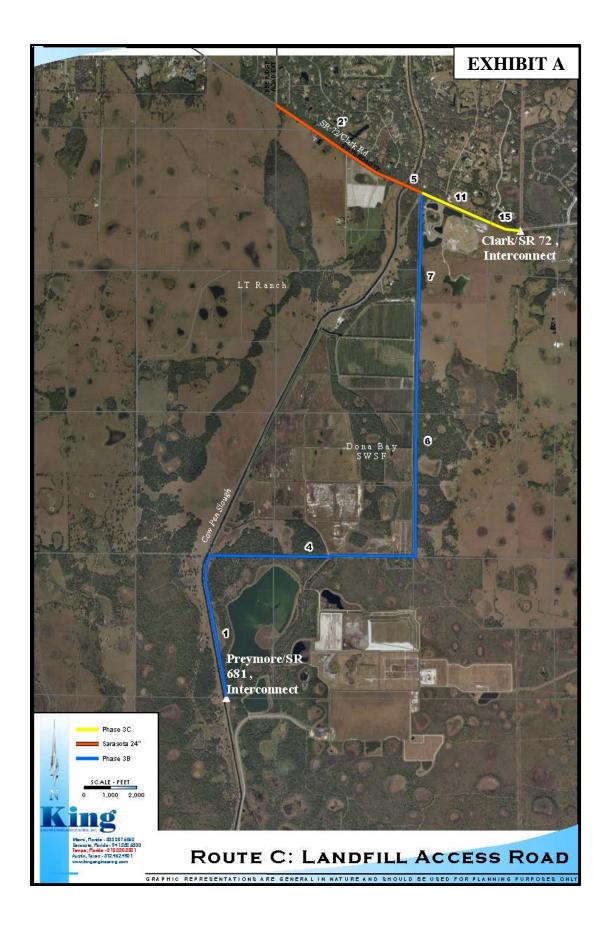
Patrick J. Lehman, Executive Director

Chair

Approved as to Form:

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

3



## MEMORANDUM

| Date:    | May 30, 2018   |  |  |  |  |  |  |  |
|----------|--|--|--|--|--|--|--|--|
| То:      | Patrick Lehman, P.E., Executive Director   |  |  |  |  |  |  |  |
| From:    | Kevin Morris, P.E., Manager of Engineering & Projects  |  |  |  |  |  |  |  |
| Through: | Mike Coates, P.G. Deputy Director  |  |  |  |  |  |  |  |
| RE:      | Board Approval of Regional Integrated Loop System – Phase 3B Pipeline Alignment – Resolution 2018-07 |  |  |  |  |  |  |  |

## **Background & Recommendation:**

Property acquisition for this Project will require formal Board action on the preferred alignment for the Phase 3B Interconnect. Based upon information provided by the design consultant in their Phase 3B Interconnect Basis-of-Design-Report (BODR) and acceptance of the BODR, which included the preferred route, by the Board on June 7, 2017, Authority staff recommends Board approval of Resolution No. 2018-07, A RESOLUTION DETERMINING THE NECESSITY TO CONSTRUCT A TRANSMISSION PIPELINE AND APPURTENANT FACILITIES CONNECTING THE TERMINUS OF THE PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY DELIVERY SYSTEM FROM WEST OF THE SARASOTA COUNTY CENTRAL COUNTY SOLID WASTE DISPOSAL COMPLEX NORTH TO CLARK ROAD (STATE ROAD 72) IN SARASOTA COUNTY ("Regional Integrated Loop System, Phase 3B").

## **Project Description and Background:**

The Integrated Regional Loop Phase 3B Project extends the regional integrated loop system approximately 5 miles further north into Sarasota County and provides the County with another major interconnection point to bolster the County water system's resiliency and reliability. The pipeline is designed to transmit water in either direction and so this importantly also provides resiliency and sustainability benefits to the region by enhancing the regional integrated loop system's ability to shift water between sources both in emergencies and for rotational water supply management purposes.

The project begins at the south end by interconnection to the existing Phase 3A 48-inch diameter pipeline near the County Landfill on the eastern side of Cow Pen Slough. The pipeline extends northward along Cow Pen Slough for approximately 5,400 feet before turning due east. The pipeline then runs eastward for nearly 1.5 miles and turns due north for another approximately 2.5 miles to reach Clark Road (SR 72). The project includes approximately 21,140-ft of 48-inch

diameter pipeline and 5,230-ft of 36-inch diameter pipeline. There is a terminal end assembly located just south of Clark Road (SR 72) which provides flexibility for future installation of a meter assembly, although none is planned at this time. The County is designing a 30-inch diameter pipeline that will interconnect with Phase 3B at this location and will convey water northwest to the County's Pump Station No. 5 located on Proctor Road just west of I-75. It is anticipated that both respective pipelines will be completed in the same timeframe and will become operational together. The Phase 3B project is scheduled for completion by the end of 2020.

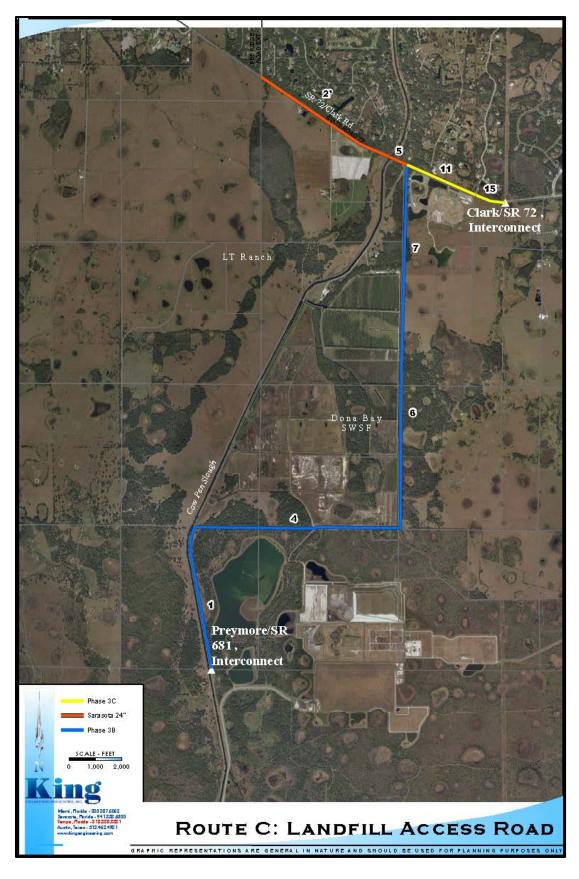
## **Discussion and Board Acceptance of Preferred Alignment**

The project will extend the regional water supply transmission system approximately 5 miles further north to a new interconnection point within Sarasota County. This additional pipeline and interconnect will bolster Sarasota County's infrastructure resiliency by providing another connection point for transferring water and will also fortify the capability of the regional water supply system to both deliver and receive water in times of need.

The project design consultant, King Engineering Associates, analyzed seven (7) alternative alignments for the Phase 3B pipeline project in their Phase 3B Interconnect Basis of Design Report (BODR). King presented the draft Phase 3B Interconnect BODR at the February 1, 2017 Board Meeting. Route evaluations involved analysis of factors including but not limited to; environmental impacts; safety factors; long range planning; and costs for each alternative route. Route alternatives were ranked based on the results of these analyses, and the highest ranked alignment was Route C (preferred alignment) as discussed above.

At the Authority's June 7, 2017 Board Meeting, King Engineering presented the final version of the Phase 3B Interconnect BODR, which included the preferred 'Route C'. With Board action to receive and file the 2016 BODR for the Phase 3B Interconnect, 'Route C' became the basis of the ongoing design of the project. A figure of Route C is attached, and the route is more completely described in the BODR.

The project is currently fully designed and is in the final permitting stages.



May 30, 2018 Phase 3B Pipeline Alignment

TAB D Resolution 2018-08 and supporting materials

## PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

## RESOLUTION NO. 2018 - 08

## A RESOLUTION TO BE ENTITLED:

A RESOLUTION AUTHORIZING THE ACQUISITION OF CERTAIN REAL PROPERTY LOCATED WITHIN SARASOTA COUNTY, FLORIDA, TO BE USED FOR THE PUBLIC PURPOSE OF CONSTRUCTING, OPERATING, AND MAINTAINING THE TRANSMISSION PIPELINE AND APPURTENANT FACILITIES FROM WEST OF THE SARASOTA COUNTY CENTRAL COUNTY SOLID WASTE DISPOSAL COMPLEX NORTH TO CLARK ROAD (STATE ROAD 72) IN SARASOTA COUNTY ("Regional Integrated Loop System, Phase 3B").

WHEREAS, Peace River Manasota Regional Water Supply Authority ("Authority") by Resolution 2018-07 did determine the necessity to construct a transmission pipeline and appurtenant facilities connecting the Authority's regional transmission system from near the Sarasota County Central Solid Waste Collection Facility northward to Clark Road (SR 72) all within Sarasota County ("Regional Integrated Loop System, Phase 3B"), and

WHEREAS, to accomplish the construction, operation and maintenance of the Regional Integrated Loop System, Phase 3B, the Authority must acquire a permanent easement and temporary construction easement over Sarasota County-owned lands for which a prior ingress/egress easement right was conferred by the County to a private individual entity identified on:

Kevin Houghtaling Parcel ID#0327001001, Sections 23, 26 & 35, Township 37 South, Range 19 East, in Sarasota County, Florida and containing 9.720 acres;

in certain lands in Sarasota County, Florida, as more fully described in Exhibit "A" attached hereto, and the basic terms for permanent easement and temporary construction easements both described in Exhibit "B", attached hereto, for the construction, operation, and maintenance of the Pipeline Facilities which are part of a regional water supply system serving the members, customers and partners of the Authority, and

**WHEREAS**, the Authority is authorized by Sections 163.01 and 373.713, Florida Statutes, to exercise the power of eminent domain as provided by law for the condemnation of private property for public use, and to acquire title to such interests in real property as is necessary to the exercise of the Peace River Manasota Regional Water Supply Authority's powers and to accomplish Authority purposes; and

**WHEREAS,** The Authority shall comply with the pre-suit negotiation requirements set forth in Section 73.015, Florida Statutes; and

**NOW, THEREFORE, BE IT RESOLVED** by Peace River Manasota Regional Authority's Board of Directors that those matters set forth in the foregoing recitals are hereby adopted, ratified and found; and further

**RESOLVED,** that after consideration of the factors described in the foregoing recitals, the selection of the properties described in Exhibit "A", attached hereto, and the basic terms for permanent easement and temporary construction easements both described in Exhibit "B", attached hereto, be and the same is hereby ratified and confirmed and found to be necessary for the construction, operation and maintenance of the Pipeline Facilities to enable the Authority to meet projected demands upon its public water utility system, to enhance the capacity and reliability of that system; and further

**RESOLVED,** that the Authority, its officers, employees, contractors and attorneys are hereby authorized and directed to acquire by negotiation, contract or legal proceedings, including eminent domain proceedings pursuant to Chapters 73 and 74, Florida Statutes (and specifically including the "quick take" procedure provided in Chapter 74, Florida Statutes) as may be necessary to acquire the permanent easements and temporary construction easements in certain lands located in Sarasota County, Florida, described in Exhibit "A"; and further

**RESOLVED,** that the Authority's Executive Director or his designee is authorized to revise the construction plans and specifications during the course of the Project. Further, the Executive Director or his designee is authorized to bind the Authority as to its construction plans and specifications for such purposes as the Executive Director or his designee deem necessary in his or her professional judgment, including but not limited to reducing or eliminating the estimated damage to any adjacent or remaining property that could be caused by the taking; and further

**RESOLVED,** that this Resolution shall take effect immediately upon being passed and adopted; and further

**RESOLVED,** that if any phrase, portion or part of this Resolution is found to be invalid or unconstitutional by a court of competent jurisdiction, such phrase, portion or part shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remainder of the Resolution.

**NOW, THEREFORE, BE IT RESOLVED**, the Peace River Manasota Regional Water Supply Authority authorizes Resolution 2018-08.

**ADOPTED** at a meeting of the Board of Directors at the Peace River Facility in Manatee County, Florida, this \_\_\_\_\_\_ day of May, 2018.

## Peace River Manasota

Attest:

Patrick J. Lehman, Executive Director

Chair

Approved as to Form:

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

Exhibit A 100-Foot Wide Ingress/Egress Easement

## **SPECIFIC PURPOSE REPORT**

American Government Services Corporation 3812 W. Linebaugh Avenue Tampa, Florida 33618 813-933-3322

AGSC Search Number: County: Client: Parcel Number:

Contractor's Tax I.D. No.: 59-2346160

THE UNDERSIGNED does hereby certify that a search has been made of the Public Records of Sarasota County, State of Florida., for the specific purpose of researching the any encumbrances, easements, TIIF reservations, and rights-of-way affecting the following described property:

**Legal Description:** See Exhibit "A", attached hereto.

Current Owner(s): Sarasota County, a political subdivision of the State of Florida

## Mailing Address on Deeds: N/A

By: Warranty DeedFrom: James J. Walton and June Walton, a/k/a Wyona JuneWalton, husband and wifeFiled and Recorded: December 24, 1986Dated: December 23, 1986Filed and Recorded: December 24, 1986In Official RecordsBook No.: 1910State Documentary Stamps:\$0.50Federal Documentary Stamps (or Surtax): N/A(as to 0296003010 & 0301002000)

By: Quit-Claim DeedFrom: Michael WaltonDated: May 14, 1987Filed and Recorded: June 4, 1987In Official RecordsBook No.: 1950State Documentary Stamps:\$0.50Federal Documentary Stamps (or Surtax): N/A(as to 0319002000)

# The following encumbrances, easements, TIIF reservations and rights-of-way were found of record:

1. Easement in favor of Florida Power & Light Company, dated March 10, 1960 and recorded March 16, 1960 in Official Records Book 219, Page 284.

- Special Warranty Deed from Lewis H. Hawkins and Viola Hawkins, his wife, to the State of Florida, dated May 13, 1960 and recorded May 24, 1960 in Official Records Book 233, Page 672. (road right-of-way)
- 3. Oil, Gas and Mineral Lease by and between L. H. Hawkins and wife, Viola Hawkins, Lessor, and G. W. Harris, Lessee, dated July 10, 1970 and recorded August 24, 1970 in Official Records Book 854, Page 856.
- 4. Reservation of oil, gas and mineral rights as set forth in that certain deed dated March 8, 1973 and recorded March 14, 1973 in Official Records Book 994, Page 219.
- 5. Easement in favor of Michael A. Walton and Julie Marie Walton, husband and wife, dated August 4, 1981 and recorded August 5, 1981 in Official Records Book 1458, Page 626.
- 6. Notice of Stipulations and Limitations Encumbering Real Property pursuant to the Sarasota County Zoning Code recorded August 28, 1991 in Official Records Book 2324, Page 192, and as recorded February 13, 1998 in Official Records Book 3067, Page 1562.

**NOTE:** All of the above documents recorded in the Public Records of Sarasota County, Florida, unless otherwise noted.

## **Tax Information:**

| Account No.:      | 0296003010              |
|-------------------|-------------------------|
| Property Address: | 4000 Knights Trail Road |
| Account No.:      | 0301002000              |
| Property Address: | 4000 Knights Trail Road |
| Account No.:      | 0319002000              |
| Property Address: | 4000 Knights Trail Road |

## **CERTIFICATION:**

AS TO THE ORIGINAL SPECIFIC PURPOSE REPORT:

The above search is solely for the purpose of determining all instruments affecting the above described property through the stated time period. The searcher has made the best attempt to account for all instruments pertaining to said search.

American Government Services Corporation assumes no responsibility for any defects or omissions in or from the instruments appearing in the chain of title to the property described herein, which defects or omissions would render such instruments void.

This report is furnished at your request for information only and is not to be construed as a title opinion or a guarantee of title. It is not a title insurance policy.

The liability of American Government Services Corporation is limited to \$1000.00 per report and shall not in any event exceed the maximum liability as set forth under F.S. 627.7843 (3).

Effective through April 5, 2017 at 8:00 a.m.

Wendi McAleese American Government Services Corporation

## EXHIBIT "A"

The West 100 feet of that part of Section 23, lying South of Sugar Bowl Road (State Road No. 72), Township 37 South, Range 19 East, Sarasota County, Florida. (as to 0296003010)

The West 100 feet of Section 26, Township 37 South, Range 19 East, Sarasota County, Florida. (as to 0301002000)

The West 100 feet of Section 35, Township 37 South, Range 19 East, Sarasota County, Florida. (as to 0319002000)

## **Barbara Ford-Coates**

## Ad Valorem Taxes and Non-Ad Valorem Assessments

Sarasota County Tax Collector

## REAL ESTATE 2016 106870

| Account Number | Payor | Exemptions | Taxable Value | Millage Code |
|----------------|-------|------------|---------------|--------------|
| 0296003010     |       | see below  | see below     | 0100         |

SARASOTA COUNTY PO BOX 8 SARASOTA FL 34230-0008

4

4000 KNIGHTS TRAIL RD TH W 100 FT OF SEC LYING S OF SUGAR BOWL RD

| Ad Valorem Taxes             |                                   |                   |                     |                          |                 |  |  |  |  |
|------------------------------|-----------------------------------|-------------------|---------------------|--------------------------|-----------------|--|--|--|--|
| Taxing Authority             | Rate                              | Assessed<br>Value | Exemption<br>Amount | Taxable<br>Value         | Taxes<br>Levied |  |  |  |  |
| Sarasota Co. General Revenue | 3.1962                            | 72,766            | 72,76               | 56                       | \$0.00          |  |  |  |  |
| Bonds-Debt Service           | 0.1420                            | 72,766            | 72,76               | 56                       | \$0.00          |  |  |  |  |
| Mosquito Control             | 0.0530                            | 72,766            | 72,76               | 56                       | \$0.00          |  |  |  |  |
| Sarasota Memorial Hospital   | 1.0525                            | 72,766            | 72,76               | 66                       | \$0.00          |  |  |  |  |
| SW FL Water Management Dist. | 0.3317                            | 72,766            | 72,76               | 56                       | \$0.00          |  |  |  |  |
| West Coast Inland Navigation | 0.0394                            | 72,766            | 72,76               | 56                       | \$0.00          |  |  |  |  |
| Sarasota School Board        |                                   |                   |                     |                          |                 |  |  |  |  |
| School District Fund         | 5.9330                            | 89,400 89,400     |                     | 00                       | \$0.00          |  |  |  |  |
| School Capital Impr          | 1.5000                            | 89,400 89,400     |                     | 00                       | \$0.00          |  |  |  |  |
| Emergency Medical Services   | 0.6600                            | 72,766 72,766     |                     | 56                       | \$0.00          |  |  |  |  |
| Total Millage                | Total Millage 12.9078 Total Taxes |                   |                     |                          | \$0.00          |  |  |  |  |
| N                            | on-Ad Valor                       | em Assess         | ments               | A differentiation and an |                 |  |  |  |  |
| Code                         | Levying Au                        | thority           |                     | Amount                   |                 |  |  |  |  |
|                              |                                   |                   |                     |                          |                 |  |  |  |  |
|                              |                                   | Tota              | l Assessmen         | nts                      | \$0.00          |  |  |  |  |
|                              | Taxe                              | es & Asses        | sments              |                          | \$0.00          |  |  |  |  |

## Mailing address:

Sarasota County Tax Collector Barbara Ford-Coates 101 S. Washington Blvd. Sarasota, FL 34236



#### Property Record Information for 0296003010

| Мар           | Print Summary          | 2016 TRIM             | 2016 Record Card    | Tax Collector                            |  |  |
|---------------|------------------------|-----------------------|---------------------|--|--|--|
| Ownership:    |                        |                       | Land Area:          | 288,470 Sq.Ft.                           |  |  |
| SARASOTA C    | OUNTY                  |                       | Municipality:       | Sarasota County                          |  |  |
| PO BOX 8, SA  | RASOTA, FL, 34230-0008 |                       | Subdivision:        | 0000 - NOT PART OF A SUBDIVISION         |  |  |
| Situs Address | s:                     |                       | Property Use:       | 9600 - Solid waste                       |  |  |
| 4000 KNIGHT   | S TRAIL RD SARASOTA, I | <sup>=</sup> L, 34241 | Status              | OPEN                                     |  |  |
|               |                        |                       | Sec/Twp/Rge:        | 23-37S-19E                               |  |  |
|               |                        |                       | Census:             | 121150027133                             |  |  |
|               |                        |                       | Zoning:             | OUE - OPEN USE ESTATE                    |  |  |
|               |                        |                       | Total Living Units: | 0  |  |  |
|               |                        |                       | Parcel Description: | TH W 100 FT OF SEC LYING S OF SUGAR BOWL |  |  |

## **Buildings**

#### Vacant Land

#### **Extra Features**

There are no extra features associated with this parcel

#### Values

| Year | <u>Land</u> | Building | Extra Feature | <u>Just</u> | Assessed | Exemptio  | ons       | Taxable | Cap |          |
|------|-------------|----------|---------------|-------------|----------|-----------|-----------|---------|-----|----------|
| 2016 | \$8         | 9,400    | \$0           | \$0         | \$89,400 | \$72,766  | \$72,766  |         | \$0 | \$16,634 |
| 2015 | \$7         | 8,500    | \$0           | \$0         | \$78,500 | \$66,151  | \$66,151  |         | \$0 | \$12,349 |
| 2014 | \$7         | 8,500    | \$0           | \$0         | \$78,500 | \$60,137  | \$60,137  |         | \$0 | \$18,363 |
| 2013 | \$7         | 8,500    | \$0           | \$0         | \$78,500 | \$54,670  | \$54,670  |         | \$0 | \$23,830 |
| 2012 | \$4         | 9,700    | \$0           | \$0         | \$49,700 | \$49,700  | \$49,700  |         | \$0 | \$0      |
| 2011 | \$7         | 4,500    | \$0           | \$0         | \$74,500 | \$74,500  | \$74,500  |         | \$0 | \$0      |
| 2010 | \$9         | 1,400    | \$0           | \$0         | \$91,400 | \$91,400  | \$91,400  |         | \$0 | \$0      |
| 2009 | \$9         | 9,300    | \$0           | \$0         | \$99,300 | \$99,300  | \$99,300  |         | \$0 | \$0      |
| 2008 | \$9         | 9,300    | \$0           | \$0         | \$99,300 | \$99,300  | \$99,300  |         | \$0 | \$0      |
| 2007 | \$10        | 3,000    | \$0           | \$0 \$      | 106,000  | \$106,000 | \$106,000 |         | \$0 | \$0      |

## **Current Exemptions**

| Grant Year | Value       |
|------------|-------------|
| 2000       | \$80,043.00 |

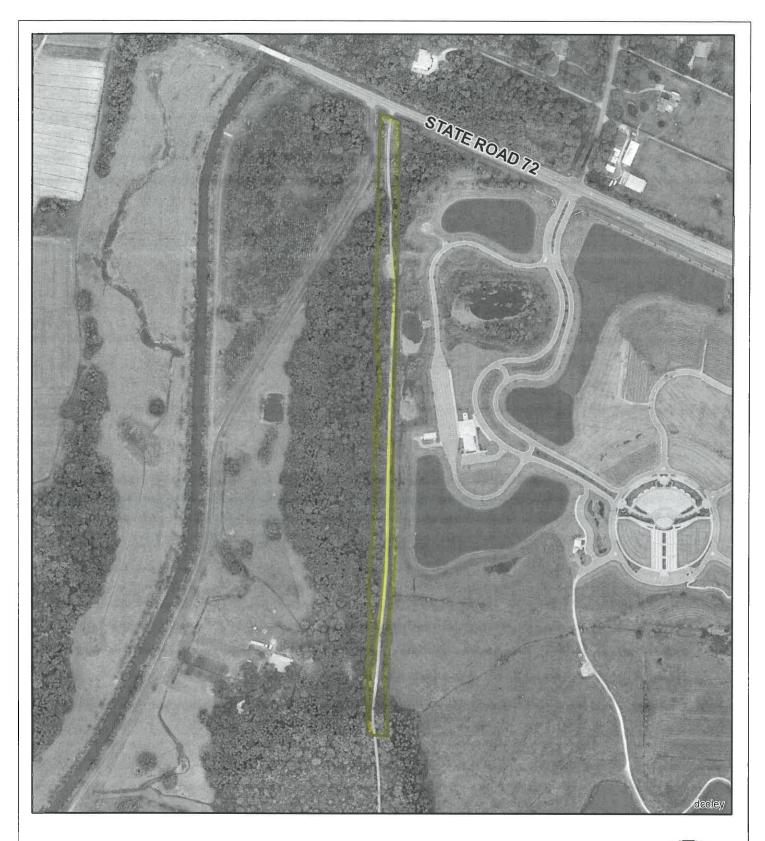
## Sales & Transfers

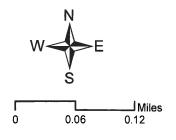
| Transfer Date | Recorded Consideration | Instrument Number | Qualification Code | Grantor/Seller | Instrument Type |
|---------------|------------------------|-------------------|--------------------|----------------|-----------------|
| 12/1/1986     | \$0                    | 1910/0785         | X2                 |                | NA              |

## Associated Tangible Accounts

There are no associated tangible accounts for this parcel

Last updated on: 4/5/2017





# **Bill Furst**

Sarasota County Property Appraiser



This map is a product of, and prepared for use by the Sarasota County Property Appraiser's Office No warrenties are expressed or implied

## **Barbara Ford-Coates**

Ad Valorem Taxes and Non-Ad Valorem Assessments

Sarasota County Tax Collector

REAL ESTATE 2016 112938

| Account Number | Payor | Exemptions | Taxable Value | Millage Code |
|----------------|-------|------------|---------------|--------------|
| 0301002000     |       | see below  | see below     | 0100         |

SARASOTA COUNTY PO BOX 8 SARASOTA FL 34230-0008

4000 KNIGHTS TRAIL RD TH W 100 FT OF SEC 26-37-19

| Ad Valorem Taxes             |             |                   |                     |                  |                 |  |  |  |  |
|------------------------------|-------------|-------------------|---------------------|------------------|-----------------|--|--|--|--|
| Taxing Authority             | Rate        | Assessed<br>Value | Exemption<br>Amount | Taxable<br>Value | Taxes<br>Levied |  |  |  |  |
| Sarasota Co. General Revenue | 3.1962      | 137,187           | 137,187             | 7                | \$0.00          |  |  |  |  |
| Bonds-Debt Service           | 0.1420      | 137,187           | 137,187             | 7                | \$0.00          |  |  |  |  |
| Mosquito Control             | 0.0530      | 137,187           | 137,187             | 1                | \$0.00          |  |  |  |  |
| Sarasota Memorial Hospital   | 1.0525      | 137,187           | 137,187             | T                | \$0.00          |  |  |  |  |
| SW FL Water Management Dist. | 0.3317      | 137,187           | 137,187             | 1                | \$0.00          |  |  |  |  |
| West Coast Inland Navigation | 0.0394      | 137,187           | 137,187             | 1                | \$0.00          |  |  |  |  |
| Sarasota School Board        |             |                   |                     |                  |                 |  |  |  |  |
| School District Fund         | 5.9330      | 168,700           | 168,700             | )                | \$0.00          |  |  |  |  |
| School Capital Impr          | 1.5000      | 168,700           | 168,700             | )                | \$0.00          |  |  |  |  |
| Emergency Medical Services   | 0.6600      | 137,187           | 137,187             |                  | \$0.00          |  |  |  |  |
| Total Millage                | 12.9078     | B T               | otal Taxes          |                  | \$0.00          |  |  |  |  |
| N                            | on-Ad Valor | em Assess         | ments               |                  |                 |  |  |  |  |
| Code                         | Levying Au  | athority          |                     | 1<br>1           | Amount          |  |  |  |  |
|                              |             |                   |                     |                  |                 |  |  |  |  |
| Total Assessments \$0.00     |             |                   |                     |                  |                 |  |  |  |  |
|                              | Tax         | es & Asses        | sments              |                  | \$0.00          |  |  |  |  |

## Mailing address:

Sarasota County Tax Collector Barbara Ford-Coates 101 S. Washington Blvd. Sarasota, FL 34236



#### Property Record Information for 0301002000

| Мар          | Print Summary           | 2016 TRIM | 2016 Record Card    | Tax Collector                   |  |
|--------------|-------------------------|-----------|---------------------|---------------------------------|--|
| Ownership:   |                         |           | Land Area:          | 544,302 Sq.Ft.                  |  |
| SARASOTA     | COUNTY                  |           | Municipality:       | Sarasota County                 |  |
| PO BOX 8, S  | ARASOTA, FL, 34230-0008 |           | Subdivision:        | 0000 - NOT PART OF A SUBDIVISIO |  |
| Situs Addres | ss:                     |           | Property Use:       | 9600 - Solid waste              |  |
| 4000 KNIGH   | TS TRAIL RD NOKOMIS, FL | ., 34241  | Status              | OPEN                            |  |
|              |                         |           | Sec/Twp/Rge:        | 26-37S-19E                      |  |
|              |                         |           | Census:             | 121150027133                    |  |
|              |                         |           | Zoning:             | OUE - OPEN USE ESTATE           |  |
|              |                         |           | Total Living Units: | 0                               |  |
|              |                         |           | Parcel Description: | TH W 100 FT OF SEC 26-37-19     |  |

## **Buildings**

Vacant Land

## Extra Features

There are no extra features associated with this parcel

## Values

| Year | Land | Building  | Extra Feature | Just | Assesse   | ed <u>Exe</u> | emptions  | Taxable | Cap |          |
|------|------|-----------|---------------|------|-----------|---------------|-----------|---------|-----|----------|
| 2016 | :    | \$168,700 | \$0           | \$0  | \$168,700 | \$137,187     | \$137,187 |         | \$0 | \$31,513 |
| 2015 | ;    | \$148,100 | \$0           | \$0  | \$148,100 | \$124,715     | \$124,715 |         | \$0 | \$23,385 |
| 2014 | :    | \$148,100 | \$0           | \$0  | \$148,100 | \$113,377     | \$113,377 |         | \$0 | \$34,723 |
| 2013 |      | \$148,100 | \$0           | \$0  | \$148,100 | \$103,070     | \$103,070 |         | \$0 | \$45,030 |
| 2012 |      | \$93,700  | \$0           | \$0  | \$93,700  | \$93,700      | \$93,700  |         | \$0 | \$0      |
| 2011 | :    | \$140,600 | \$0           | \$0  | \$140,600 | \$140,600     | \$140,600 |         | \$0 | \$0      |
| 2010 | :    | \$172,400 | \$0           | \$0  | \$172,400 | \$172,400     | \$172,400 |         | \$0 | \$0      |
| 2009 | :    | \$187,400 | \$0           | \$0  | \$187,400 | \$187,400     | \$187,400 |         | \$0 | \$0      |
| 2008 | :    | \$187,400 | \$0           | \$0  | \$187,400 | \$187,400     | \$187,400 |         | \$0 | \$0      |
| 2007 | :    | \$199,900 | \$0           | \$0  | \$199,900 | \$199,900     | \$199,900 |         | \$0 | \$0      |

## **Current Exemptions**

| Grant Year | Value        |
|------------|--------------|
| 2000       | \$150,906.00 |

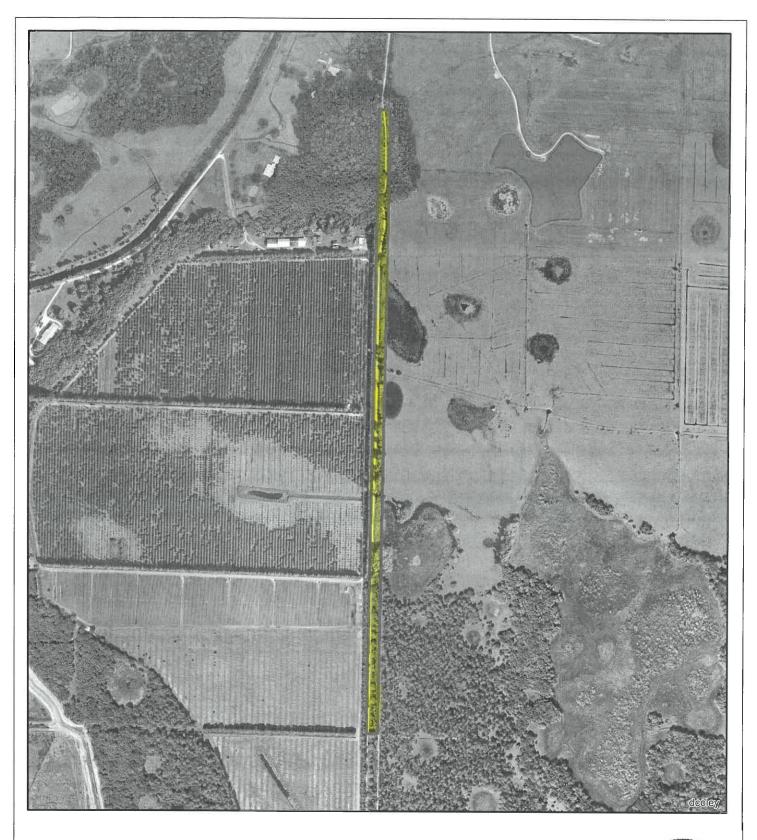
## Sales & Transfers

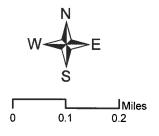
| Transfer Date | Recorded Consideration | Instrument Number | Qualification Code | Grantor/Seller | Instrument Type |
|---------------|------------------------|-------------------|--------------------|----------------|-----------------|
| 12/1/1986     | \$0                    | 1910/0785         | X2                 |                | NA              |

## **Associated Tangible Accounts**

There are no associated tangible accounts for this parcel

Last updated on: 4/5/2017





# **Bill Furst**

Sarasota County Property Appraiser



This map is a product of, and prepared for use by the Sarasota County Property Appraiser's Office No warrenties are expressed or implied

# **Barbara Ford-Coates**

Ad Valorem Taxes and Non-Ad Valorem Assessments

Sarasota County Tax Collector

REAL ESTATE 2016 107475

| Account Number | Payor | Exemptions | Taxable Value | Millage Code |
|----------------|-------|------------|---------------|--------------|
| 0319002000     |       | see below  | see below     | 0100         |

SARASOTA COUNTY PO BOX 8 SARASOTA FL 34230-0008 4000 KNIGHTS TRAIL RD TH W 100 FT OF SEC 35-37-19

|                              | Ad Valorem Taxes |                   |                     |                  |                 |  |  |
|------------------------------|------------------|-------------------|---------------------|------------------|-----------------|--|--|
| Taxing Authority             | Rate             | Assessed<br>Value | Exemption<br>Amount | Taxable<br>Value | Taxes<br>Levied |  |  |
| Sarasota Co. General Revenue | 3.1962           | 137,479           | 137,47              | 9                | \$0.00          |  |  |
| Bonds-Debt Service           | 0.1420           | 137,479           | 137,479             | 9                | \$0.00          |  |  |
| Mosquito Control             | 0.0530           | 137,479           | 137,479             | 9                | \$0.00          |  |  |
| Sarasota Memorial Hospital   | 1.0525           | 137,479           | 137,479             | 9                | \$0.00          |  |  |
| SW FL Water Management Dist. | 0.3317           | 137,479           | 137,479             | 9                | \$0.00          |  |  |
| West Coast Inland Navigation | 0.0394           | 137,479           | 137,479             | )                | \$0.00          |  |  |
| Sarasota School Board        |                  |                   |                     |                  |                 |  |  |
| School District Fund         | 5.9330           | 169,000 169,000   |                     | )                | \$0.00          |  |  |
| School Capital Impr          | 1.5000           | 169,000 169,000   |                     | )                | \$0.00          |  |  |
| Emergency Medical Services   | 0.6600           | 137,479           | 137,479             | }                | \$0.00          |  |  |
| Total Millage                | 12.9078          | T                 | otal Taxes          |                  | \$0.00          |  |  |
| No                           | on-Ad Valor      | em Assess         | ments               |                  |                 |  |  |
| Code                         | Levying Au       | thority           |                     |                  | Amount          |  |  |
|                              |                  |                   |                     |                  |                 |  |  |
|                              |                  | Tota              | l Assessmen         | ts               | \$0.00          |  |  |
| Taxes & Assessments \$0.00   |                  |                   |                     |                  |                 |  |  |

Mailing address: Sarasota County Tax Collector Barbara Ford-Coates 101 S. Washington Blvd. Sarasota, FL 34236



## Property Record Information for 0319002000

| Мар          | Print Summary           | 2016 TRIM | 2016 Record Card    | Tax Collector                   |  |  |  |
|--------------|-------------------------|-----------|---------------------|---------------------------------|--|--|--|
| Ownership:   |                         |           | Land Area:          | 545,156 Sq.Ft.                  |  |  |  |
| SARASOTA     | COUNTY                  |           | Municipality:       | Sarasota County                 |  |  |  |
| PO BOX 8, S  | ARASOTA, FL, 34230-0008 |           | Subdivision:        | 0000 - NOT PART OF A SUBDIVISIO |  |  |  |
| Situs Addres | ss:                     |           | Property Use:       | 9600 - Solid waste              |  |  |  |
| 4000 KNIGH   | TS TRAIL RD NOKOMIS, FL | , 34241   | Status              | OPEN                            |  |  |  |
|              |                         |           | Sec/Twp/Rge:        | 35-37S-19E                      |  |  |  |
|              |                         | Census:   | : 121150027133      |                                 |  |  |  |
|              |                         |           | Zoning:             | OUR - OPEN USE RURAL            |  |  |  |
|              |                         |           | Total Living Units: | 0                               |  |  |  |
|              |                         |           | Parcel Description: | TH W 100 FT OF SEC 35-37-19     |  |  |  |

## **Buildings**

Vacant Land

#### **Extra Features**

There are no extra features associated with this parcel

#### Values

| Year | Land | Building  | Extra Feature | <u>Just</u> | Assess    | ed I      | Exemptions | Taxable | Cap |          |
|------|------|-----------|---------------|-------------|-----------|-----------|------------|---------|-----|----------|
| 2016 |      | \$169,000 | \$0           | \$0         | \$169,000 | \$137,479 | \$137,479  | )       | \$0 | \$31,521 |
| 2015 |      | \$148,300 | \$0           | \$0         | \$148,300 | \$124,981 | \$124,981  |         | \$0 | \$23,319 |
| 2014 |      | \$148,300 | \$0           | \$0         | \$148,300 | \$113,619 | \$113,619  | )       | \$0 | \$34,681 |
| 2013 |      | \$148,300 | \$0           | \$0         | \$148,300 | \$103,290 | \$103,290  |         | \$0 | \$45,010 |
| 2012 |      | \$93,900  | \$0           | \$0         | \$93,900  | \$93,900  | \$93,900   |         | \$0 | \$0      |
| 2011 |      | \$140,800 | \$0           | \$0         | \$140,800 | \$140,800 | \$140,800  |         | \$0 | \$0      |
| 2010 |      | \$172,700 | \$0           | \$0         | \$172,700 | \$172,700 | \$172,700  |         | \$0 | \$0      |
| 2009 |      | \$187,700 | \$0           | \$0         | \$187,700 | \$187,700 | \$187,700  |         | \$0 | \$0      |
| 2008 |      | \$187,700 | \$0           | \$0         | \$187,700 | \$187,700 | \$187,700  |         | \$0 | \$0      |
| 2007 |      | \$200,200 | \$0           | \$0         | \$200,200 | \$200,200 | \$200,200  |         | \$0 | \$0      |

## **Current Exemptions**

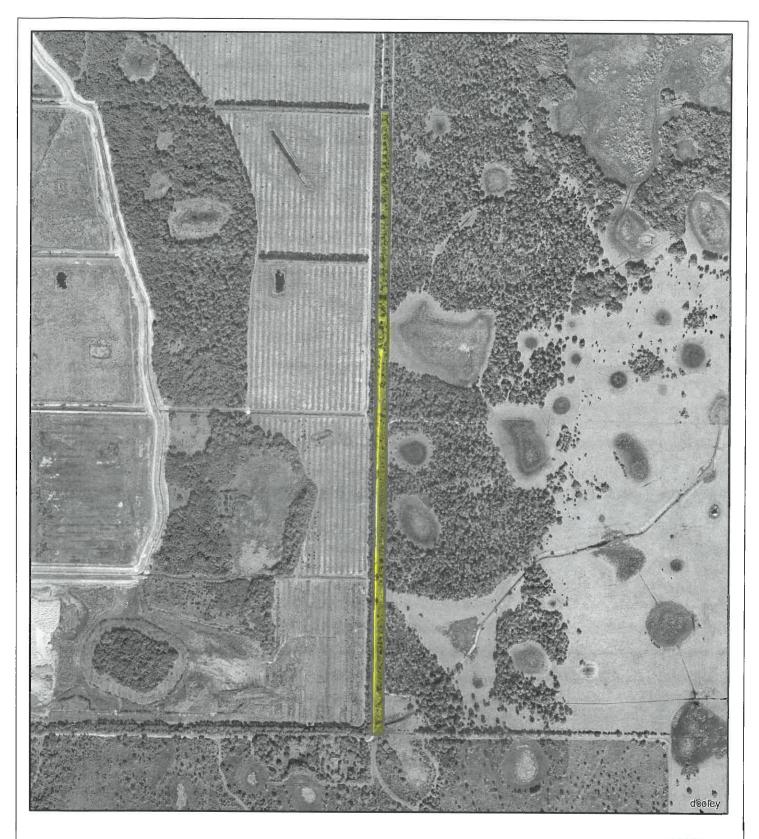
| Grant Year | Value        |
|------------|--------------|
| 2000       | \$151,227.00 |

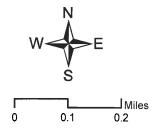
### Sales & Transfers

| <u>Transfer Date</u>    | Recorded Consideration | Instrument Number | Qualification Code | <u>Grantor/Seller</u> | <u>Instrument Type</u> |
|-------------------------|------------------------|-------------------|--------------------|-----------------------|------------------------|
| 12/1/1986               | \$0                    | 1910/0785         | X2                 |                       | NA                     |
| Associated <sup>-</sup> | Fangible Accounts      |                   |                    |                       |                        |

#### There are no associated tangible accounts for this parcel

Last updated on: 4/5/2017





# **Bill Furst**

Sarasota County Property Appraiser



This map is a product of, and prepared for use by the Sarasota County Property Appraiser's Office No warrenties are expressed or implied

يعاور والمالية العالم JACK CLARK Warranty Deed REAL PROPERTY OFFICER SARASOTA COUNTY The terms "Grance" and "Granics" shall would they respective here, asymptotic personal representatives, successors and assigns any protect shall include all genders, the plural number the gauged are not plural. This Indenture Lade this Bulay of Tecem Ber AD. 19 86 ...... JAMES J. WALTON and JUNE WALTON, husband and wife, and June Walton aka Wyona June Walton hereinafter referred to as Grantor, and SARASOTA COUNTY 0 hereinafter referred to s. Grantee, whose post office address is 20 1910 Witnesseth: Granter, in consideration of the sum of ten dollars and other valuable onsiderations to him in hand paid by Grantee, receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey to Grantee, his heirs and assigns forever, the following described property situate in Sarasota County, Florida: Þø All that certain property described on axhibit "A" attached hereto and made a part horcof. Subject to restrictions, reservations and easements of record and real estate taxes for 1987 and subsequent years. 丙 2 Documentary Tax Pd. \$ Interrupible Tak Pd. S 2 R. H. Hatkney; Jr., Clerk, Sarasou County 0074 CILIN3 Krin. By: Deputy Clerk 22 together with all appurten ances, privileges, rights, interests, dower, reversions, remainders and easements thereunto experianning. Cranter hereby covenants with Grantee that Granter is lawfully seized of said property in fee simple; that it is free of encumbrances except as above stated: that Granter has good right and lawful authority to covey same; and that Grantee shall have quiet enjoyment thereof. Granter does hereby fully warrant the title to said property, and will defend the same against the lawful claims of all persons whensoever. In Bitness Bipercof, Grantor has signed and scaled this deed the date above written. Signed, sealed and delivered in the presence of: (SEAL) (SEAL) SEAL) aka yona Jone Walton (SEAL) STATE OF North Da Keta COUNTY OF C255 23m The foregoing instrument was acknowledged before me this December 1986 day of by JAMES J. WALTON and JUNE WALTON, husband and wife, and June Walton aka Wyona June Walton and Juna Walton Notary Public My Commission Expires: June 8th 1988 Prepared by: Williams, Parker, Harrison, Dietz & Getzen 1550 Ringüng Boulevard, P.O. Box 3258 Sarasota, Florida 33578 (NOTARY SEAL)

#### EXHIBIT "A"

Section 1 (less the Northwest 1/4), Section 2 (less the Northeast 1/4), Section 10, Section 11, the West 1/2 of Section 12, the North 1/2 of Section 14, the North 1/2 of Section 15, the Northwest 1/4 and the South 3/4 of the Northeast 1/4 lying West of the centerline of the Myakka River in Section 13, of Township 38 South, Range 19 East, Sarasota County, Florida, and the West 100 feet of Sections 26 and 35, and the West 100 feet of that part of Section 23 lying South of Sugar 30wl Read [State Road No. 72], Township 37 South, Range 19 East, Sarasota County, Florida. 0.R. 1910 PA 0786

ar wy

۴.,

88

-----

#### EXHIBIT "A"

All of Section 1 (less the Northwest 1/4), all of Section 2 (less the Northeast 1/4), all of Sections 3, 4, 9, 10, 11, and 16, the West 1/2 of Section 12, the North 1/2 of Section 14, the North 1/2 of Section 15, the Northwest 1/4 and the South 3/4 of the Northeast 1/4 lying West of the centerline of the Myakka River in Section 13, all as located in Township 38 South, Range 19 East, Sarasota County, Florida.

#### AND

•

÷.

 the West 100 feet of Sections 26 and 35, and the West 100 feet of that part of Section 23 lying South of the Sugar Bowl Road (State Road No. 72), Township 37 South, Range 19 East, Sarasota County, Florida.

LESS

a 10-acre parcel constituting the homestead of Michael and Julie Walton, which parcel shall be more specifically described prior to closing.

FILED AND HECORDED RULEI AND HECORDED SARACAVIA VO. TLA :

0.R. 1910 Pg

7320

Minere and a second \$5.00 Rec. \$ .50 Doc. Stamps Guitelaim Peed 760924 "Grantor" and "Grantee" shall include their respective receal representatives, successors and assigns; any gender si inders, the plural number the singular and the singular, the 140 This Judenture made this day of May A.D. 19 87, by and between MICHAEL WALTON hereinafter referred to as Grantor, and SARASOTA COUNTY, a political subdivision of the State of Florida hereinafter referred to as Grantee, whose post office address is Illithessetly: Grantor, in consideration of the sum of ten dollars and other valuable considerations to him in hand paid by Grantee, receipt of which is hereby acknowledged, does hereby release, remise and quitclaim to Grantee any and all of the right, title and interest of Grantor in and to the following described property situate in Sarasota County, Florida: All of Section 1 (less the NW4); all of Section 2 (less the NB4) and all of Section 10 and 11 and the W4 of 12; the NW4 and all of the 8 3/4 of N ½ lying West of the centerline of Myakka River in Section 13; the North ½ of Section 14; the NE% and the NW ½ of Section 15; Twp 38 R. 1950 PG S Range 19 E.; and the west 100 feet of Section 26 and 35, and the west 100 feet of that part of Section 23 lying south of the Sugarbowl Road (State Road No. 72) Twp. 37 South, Range 19 East, Sarasota County, Plorida. SUBJECT TO reservation by Grantor of Easement of Way in perpetuity for ingress and egress over the West 100 feet of Sections 26 and 35, and the West 100 feet of that part of Section 23 lying South of Sugar Bowl Road (State Road No. 72), Township 37 S, Range 19 E, and the West 100 feet of the North 50 feet of Section 2, Township 38 S, Range 19 E, created by Indenture from JAMES J, WALTON to MICHAEL A, WALTON and JULIE MARIE WALTON, husband and wife, dated August 4, 1981, recorded in Official Records Book 1458, Page 626, Public Records of Sarasota County, Florida. 0102 Documentary Tax Fd. \$ Intengible Tax Pd. \$ R. H. Hackpey, Jr. Cierk, Saraspia County By: Cuty Clark = E 5 In Mitness Millereof, Grantor has signed and sealed this deed the date above written. ക് Signed, scaled and delivered in the presence of: (SEAL) WALTON (SEAL) (SEAL) (SEAL) STATE OF OHIO ) COUNTY OF UNION J Hereby Certify that on this day, before me, an officer duly authorized to take acknowledgments in the state and county named above, personally appeared MICHABL WALTON to me known to be the persons described in and who executed the foregoing deed and acknowledged before me that they to me known to be the persons account of the purple therein expressed. Illituess my hand and official seal in the st 19...87. above this Prenared by, James L. Turner Williams, Parker, Harrison, Diely & Getzen 1550 Ringling Blwd, P.O. Box 3258 Notary Public commission expires: permanent Sarasota, Florida 33580

|                   |  | · · · |             | 1 |    |    |      |     |    | 1  |  |  |
|-------------------|--|-------|-------------|---|----|----|------|-----|----|----|--|--|
| Λ                 |  | 1     | E           | A | S  | E  | M    | E   | N  | Ť  |  |  |
| DNO No.<br>ER No. |  | ł     | OF P<br>REC |   | 2: | 19 | ) pi | ACE | 28 | 84 |  |  |
| Pole No.          |  |       |             |   |    |    |      |     |    |    |  |  |

FLORIDA POWER & LIGHT COMPANY Miami, Florida

Gentlemen:

۰,<sup>0</sup>

In consideration of the payment to us by you of \$ 1.00 which we have received, we and those holding through us, grant and give to you and your successors the right to set and maintain poles, guy stubs, guy wires and anchors for an electric transmission and distribution line and the necessary appurtenances for such lines, and the right to permit the attachment of and/or carry in conduit wires or cables of any other Company or person; also, the right to cut, trim and keep clear all trees, brush and undergrowth that might endanger the proper con-struction, operation and maintenance of said line, on our property described as follows: described as follows:

81014

3-16,1960

The portion of Sections 23 and 24, Township 37 South, Range 19 East, lying South of State Road # 72, Sarasota County, Plorida.

Center line of said electric line shall extend over and across above described property and shall be located 49 feet Southerly of and parallel to the center line of State Road # 72.

By accepting this easement and constructing the aforementioned electric line the company agrees, upon written request of the Grantor, his heirs, or assigns, to relocate the facilities within sixty days along the center line as described above at the Grantse's expense so as to conform to or accommodate future development or improvements made by the Grantor upon said property.

The right to demand relocation as aforesaid shall be for the benefit of Grantors, assigns, including the County of Sarasota and the State Road Department of Plorida should State Road # 72 be widened.

In the presence of:

| 6.0 Rickert                |        | K By W        | SAL (SAL)     | d |
|----------------------------|--------|---------------|---------------|---|
| RW Ralikisk                |        | L. H. Hawkins |               | 0 |
| State of Plorida and Count | v of 5 | tota Hawkins  | RECON<br>NE.C | 0 |

expressed.

Witness my hand and official seal in said County and State this  $\frac{10}{10}$  day of MASET = 1960.

0 Florida at Large My Commission expires 27 19 12.

200,000

J.20 d

|   | 2 · · · · · · · · · · · · · · · · · · ·   |
|---|---|
| (Ind. SW)   | SRD NO. <u>8</u><br>SECTION <u>1707-105</u><br>STATE ROAD 72<br>SARASOTA COUNTY |
| SPECIAL W   | ARRANTY DEED  |
| THIS INDENTURE made this 13th<br>between Lewis He Hawkins and Viola                               | day of <u>May</u> , A. D. 19560,<br>Hawkins, His Wife                           |
|   |   |
| as part if c. of the first part and the STATE O.<br>Department of Florida, as party of the second | F FLORIDA, for the use and benefit of the State Road part.                      |
| WITNESSETH, That the said parties   | of the first part, for and in consideration of the own of                       |

86476

Less Out

WITNESSETH, That the sa One Dollar and other valuable considerations, paid, receipt of which is hereby acknowledged, do... ation of the sum of hereby grant, bargain, sell, and convey unto the party of the second part, its successors and assigns, the following described land, situate, lying and being in the County of **SARASOTA** following described land, situate, lying and being in the County of\_\_\_\_\_ State of Florida, to-wit:

That part of the NEt of the SW1, Section 16, Township 37 South, Range 19 East lying within 50 feet of the survey line of State Road 72, Section 1707 said survey line being described as follows:

Commence at a point on the East boundary of Section 17, Township 37 South, Range 19 East at a point 884.574 feet South of the Northeast corner of said Section 17; run thence North 55948 464 West, 751.45 feet to Begin R/W job; thence South 55048 46" East 7111.55 feet to the East boundary of said Section 16 at a point 929.70 feet North of the Southeast corners of said Section 16, IFSS excisting Rights of Way.

Containing 0.05 Acre, more or less.

ALSO; that part of Sections 23 and 24, Township 37 South, Range 19 East lying South of State Road 72, lying within 50 feet of the survey line of State Road 72, Section 1707, said survey line being described as follows: Begin on the West boundary of said Section 23 at a point 2199.51 feet South of the Northwest corner of said Section 23; sun thence South 66010:46\* East, 3335.55 feet to the beginning of a curve to the left, having aradius of 1273.21 feet, thence along said curve 651.51 feet, through a Total Cantral Angle 29°19'10" to the end of said curve; thence North 84°30'04" East 1586.99 feet to the East boundary of said Section 23 (West boundary of said Section feet to the East boundary of said Section 23 (West boundary of said Section 24) at a point 1985,46 feet North of the Southeast corner of said Section 23 (Southrest corner of said Section 24) continue themee North 84,030:04" East, 3027,25 feet to the beginning of a curve to the Rt. having a radius of 1637,02 feet, thence along said curve 510,79 feet through a Total ContralAngle of 17052:40" to the end of said curve; thence South 77037:16" East, 2432,35 feet to the East boundary of said Section 24 at a point 1869,42 feet North of the Southeast corner of said Section 24. Less existing Rights of Way.

1

Containing bey Acre, more or less. 3.14

> STATE ROAD DEPARTMENT OF FLORIDA DIVISION OF RIGHTS OF WAY DESCRIPTICIN APPROVED JUN 18 1957 BY M. J. W.

## REC. 233 PAGE 673

TO HAVE AND TO HOLD THE SAME, together with all and singular the appurtenances thereto belonging or in anywise incident or appertaining, forever; and the parties of the first part will defend the title thereto against all persons claiming by, through, or under the said parties of the first part.

IN WITNESS WHEREOF, said parties of the first part have hereunto set their hands and seal the date first above written.

Signed, sealed and delivered in the presence of: نځ tairs EAL) (SEAL) (SEAL) (SEAL) (SEAL) HALLE' (SEAL) STATE OF Floride COUNTY OF. Sarasota 2 ٠ Before me personally appeared. H Hawkins and , his wife, to me well known and known to me to be the individuals described in and who executed the foregoing instrument and acknowledged before me that they executed the same for the purposes therein expressed, WITNESS my hand and official seal this 13 day of\_ A. D. 19 Notary Public in and for the County and State aforesaid. (Notarial Seal) Have a Fublic, State of Fla My remains son (spire) so Bandad by Amarican Sure) 211731 211731 21173 J SPECIAL WARRANTY DEEDAND RECORDED 12 59 PM '60 W. A. WYNNE, CLERK SARASOTA CO., FLA. Q ~ 4 ¢ 븅 Page May 24 In the office of the Clerk of the Circuit Court 00 Florida Ĭ. day A. D. 195\_ 0 6 Clerk of Circuit Court County, and the record verified FILED FOR RECORD STATE OF FLORIDA FROM and recorded in Deed Book ß State of Florida, on the Road Section for the County of State Dated

1.1.200 an Si JOEI-AF \$1534. # 854 n 856 UCERS BS REVISED-FLA. (4-52) (PRINTED IN U. C. A.I SACKOON, MIGE, -OIL GRS AND MOVERAL LEASE 380888 15 4.8 . AGREENED TO, stade and entered into the 10.20\_\_\_\_ by still belows July 7th 2,00 L. H. HANKING and wife, VICLA HAVEING - - Bontol, Box 75, Saunests, Florida m. - G. V. Harris, Jr., P. O. Box 60193, Hor Orleans, Ia nt Hyper Har active famous promise of which is involve arts which have been been and a second second second the (shifter or not define a second threads and a second second second threads and a second second second threads and a second second second threads a second second second second --..... - Ch. (C). s and list up put ft rein called "cold lond", is located in the County of. Samaota. Floride and is described as follows: 14 TOWNSHIP 37 SOUTH-BANGE 19 EAST All of Section 23 lyiny South of the Sugar Boel Mond, containing 253 mores, more or less All of Section 26, containing 639 mores of land, more or less, All of Section 35, containing 642 mores of land, more or less, STATE OF FLORIDA DOCLIMENTARY COMPTROLLER BAUG24'TO HOD3 E 0 4. 80 AUG24'TO DOCUMENTARY SUR TAX . • • SERECT COURT 202.20 • 0 Laner egres is a a of an t or other forming Gerindele, wild find shall be desned to average up in any trust shall be presented to be the true average thermal, mass and all rights and principle provedire. 1.534.0 8. Unless assure torontented or leaser but is form while other provident bare of, brokenfur called "primary toro", and as long thereafter as question, or a sheaty (10) emanaging days. Terms - 10 yrs and as long theseafter. niover used in this have the word "operations" shall mean operating for and any of the following: delifies, test sheater hash or requiring of a well in earch for or in an enhancer in chicks productes of oil, yee, existing or eff. for. while or other salarsi, which or or is in spacing quantities. opisting, 4. As revely, have evenents and errors: (a) To deliver to the world of lesser, in the pipe Hap in which hence may sessed its wells, the speal encodphin part of all all predented and saved by hence from and, or from bins to then, at the spikes of hence, to par lesser the droman packet market prim of such exceedable part of such all at the wells as of the day run to the pipe like or sizenge make, insur's laterate, to other man, to have exceedable of the set of trusting of its rester it marketable pipe like of. Found.) (b) To pay lenses up gave and excluded one produced from ould had (1) other add by James, excluded of the assessed realized of the well, or (3) when yourk by heats off add had or in the measurement of gaussize or other products, the market value, at the by inner, empirical at the model of the transfer of the well, of one (c) To pur lense one define (01.00) per long ton (1000 permits) of (d) To pur lense on all other minerals mined and marketed or usi als) on all set ristal or still of her her to from sold hand. in from sold intel, one-tooth either in cheren. (a) If, so the exploring of the primery term or of any blace or blace thermfor, there is any well on and hand or on hands with which add hand or ear or y werter. there are the been seened, built for a primery form or of any blace or blace thermfor, there is any well on and hand or on hands with which add hand or ear or a second well. there are the been seened and built for a primery form or of any blace or blace thermfore, there is any well on and hand or on hands with which add hand or ear or the second well. there are the second as and built for the therm of the second to any second by relative the term of an about it is form on a therefore, there ear is an about it is the the eventue of any about the relative of the relative of the second or the second of the term of the second of the second of the term of the term of the second of the term of the second of the term of the second of the term of the second of the term of the second of the term relies are not extensionly on sold land on or hole en the first on dere said date shall pay or tender to lesser or to lesser's crudit in them Serenate. Bak & Truct Company Separate, Floride STREET, S . . R while she w -<sup>6</sup> 2 al auf auf dies er binn der beite für gebart auf auf er beite er bin er binnen 1 1 73 nies a s laise a nie s s s s laise a nie s s s s s s s s Ą ate fault have the stat. One from several, of every distribution of ender. Leaves shall have the right at any class to severe all making or and to drilled namer than 500 first to the have or have now on soid hand to growing even and theirs on and load. start's weber tolls, and of all and may produced from and hard in all sports of firstern planet on and hard, techning the right in date and restors action which the content of the lower. Lower dual pay for damages accord by in 2 4. The difference of a construction of a solid bank.
5. The difference of a construction of a solid bank.
5. The difference of a construction of a solid bank.
5. The difference of a construction of a solid bank.
5. The difference of a construction of a solid bank.
5. The difference of a construction of a solid bank.
5. The difference of a construction of a solid bank.
5. The difference of a construction of a construction of a solid bank.
5. The difference of a construction of a construction of a construction of a solid bank.
6. The difference of a construction of a cons J. н. the second second second second second second second is for second 語 854 m 857



the set is a difference because in the second set is been and from here share (10) from other set is of mail second set is set in the second set is a of mail second set is set in the second set is a second second set is set in the second set is a second second set is set in the second second set is a second second set is set in the second seco 

al land. 20 d 

The second state and the part of the second state of the second st the state, at 1 10.11 EE,

et hand shall be constituted, for all property included its any such task that property in the s distance

anting the exception of any faller with the base of a carry parties . within all partial bases are parties half and have the effect of the the right of home to release it thereas her unblest sciences

of hereast he by A ing the result in the p (d) Xamin milit dis

(e) A unit

as they is as well as and hard, or an lark with questions as and have by more of (1) over h a during a during the second during the first production data barrel scattering children (10) is it such during that bereat inner in in for tary tama barant, and the baring off or sus, and he to he broulds or (2) and which will load after the end If al. or , ruis es ..... or the s

who excision it will

3. A former bereite vertreite soch ervert is attend tille to mall hand gegant för sjärne of all preserve virtuentenet. Lenner's tillete sok härere bereite sokan attenden attende sokan attende sok hit mit n

This instrument was prepared by Charles Church, P. O. Box 60193, New Orlsans, Louisiana 70160. 17. There is expressly excepted and excluded from this lease and there is expressly reserved and retained to lessor all asdimentary minerals including sand, clay, limestons, dolomitic limestone, chert, flint, marl, and phosphate above a depth of 200 feet from colomitic limestone, chert, filmt, mari, and prespect above a depth of 200 lett from the surface, and lessor reserves the right of mining, proceeding, and transporting or marketing these sedimentary minerals excepted from this lease. Oil, gas, sulphur and all other minerals not mentioned above in this paragraph, wherever situated, are not excepted or excluded from this lease, and no minerals situated at a depth is excess of 200 feet from the surface of said land are excepted from this lease.

18. Lessee agrees that, upon the termination of this lesse, it will, upon written request, execute and cause to be recorded in the Public Records of Sarasota County, Florida, a appropriate instrument releasing this lease.

19. In the event a well or wells producing cil or gas in paying quantities should be brought in on adjacent land and within three hundred thirty (330) feet of and draining the leased premises, lessee agrees to drill such offset wells as a reasonably prudent operator would drill under the same or similar circumstances.

20. Upon request, lessor agrees to farmish lessee with keys to all looked gates into the leases premises and lesses agrees to keep all gates used by it and its agents, servants and exployees closed during such time as leases is engaged in exploring for, developing, and producing oil, gas and all other minerals on the leased premises.

21. Lossee shall pay for actual demages caused by its operations to crope, livestock, water wells, feaces, reads, other personal property, buildings or other improvements on said Iand.

IN WITNESS WHEREOF, this instrument is signed, sealed and delivered in the presence of the undersigned competent witnesses on the date first above written.

VITRIESAND

Hanol

ginin Muellon

₹.

ť

Jawkin

T A COLUMN TWO IS NOT

H. Haulting

Viola Haul Nole Inddas

S. Antonia and the second TH WITHING WHILE RE 854 n 858 wei ۰. (BEAL)  $\leq \frac{1}{2}$ (SEAL) (BEAL) INDEVISUAL OR JOINT ACES STATE OF FLORIDA COUNTY OF ..... SAMASOT 1 ul in the C Chor. iji za ije be (Attis e Notary Public, Statis of Florida at Large My Commission Expires Nov. 24, 1973 Bundad by Immaamerica Insurance Ce. Revente ATE ACE . 14 oetion 26, ee tuânâng 639 aer oetion 29, or outsine Stalong ng and in the set STATE OF PLOBIDA Sec. 12 a of land, more or lease, SECTOR 01. 7469 actest COU ia e 10100 11211 DD. (Afric Buil) ; origh 10.4 TOL in grait Ľ٨ LT. ),¢V 261 30 52  ${\rm Im} D$ • 1.000 - X · · · 4. This 15.4 ал с (ф. \$0. . ÷ • 115 ŧ.

## ill 994 m 219

#### EXECUTRIX DEED

## 507595

THIS INDENTURE, made this <u>2</u> day of <u>27</u> <u>a.c.k.</u>, 1973, between RUTH B. KIRBY, as Executrix of the Estate of Ed. C. Wright, Deceased, hereinafter called Grantor, and EXCHANGE NATIONAL BANK Trust Number 83-2570 -00 OF TAMPA, as Trustee/whose address is 600 Florida Avenue, Tampa,

Florida, hereinafter called Grantee:

10

C.G. ->/LINNES IN LANKARGE WAYNA

I

#### WITNESSETH:

That the said Ruth B. Kirby, as Executrix of the Estate of Ed. C. Wright, Deceased, by virtue of the power and authority to her given in and by the Last Will and Testament of said decedent, and in and by the Order of Court entered on the 8th day of February, 1973, by the Honorable Richard A. Miller, Circuit Court Judge of Pinellas County, Florida, in the Estate of Ed. C. Wright, Deceased, for and in consideration of the sum of One Hundred Dollars (\$100.00) and other good and valuable considerations, to her in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, remised, released, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the said Grantee, its successors and assigns forever, all those certain pieces, parcels or tracts of land, situate, lying and being in the County of Sarasota, State of Florida, described as:

#### Parcel 1

All of Section 1 (LESS the Northwest 1/4), all of Section 2 (LESS the Northeast 1/4) and all of Sections 3, 4, 9, 10, 11 and the West 1/2 of 12; The Northwest 1/4 and all of the South 3/4 of the Northeast 1/4 lying West of the centerline of Myakka River in Section 13; the North 1/2 of Section 14; the Northeast 1/4 and the Northwest 1/4 of Section 15; all of Section 16; Township 38 South, Range 19 Bast;

#### Parcel 2

The West 100 feet of Sections 26 and 35, and the West 100 feet of that part of Section 23 lying South of the Sugar Bowl Road (State Road No.72), Township 37 South, Range 19 East;

Excepting and reserving unto the Grantor a royalty equal to one-sixteenth (1/16) of sixteen-sixteenths (16/16) of all oil, gas and other minerals whatsoever which may be produced from the land covered hereby.

861 1947 -994 pc 219

### #E 994 rs 220

Subject to Easement to Florida Power and Light Company recorded in 0.R. Book 879, Page 498, which ND affects Sections 2, 11 and 14 of Parcel 1;

Subject to Easement to Palmer First National Bank and Trust Company, Trustee for Estate of C. H. Downs, for private roadway recorded in O.R. Book 881, Page 49, NO which affects Section 1 of Parcel 1;

Subject to Easement to County of Sarasota for Temporary and Permanent Drainage Easements recorded in O.R.Book No 527, Page 48;

Subject to Oil Lease from L. H. Hawkins, et aux, to G. W. Harris, recorded in O.R. Book 854, Page 856, which affects Parcel 2 only;

Subject to Pasture Lease to L. H. Hawkins;

Subject to taxes for the year 1973 and all rights-ofway, easements and restrictions of record or which are apparent by inspection of the property,

together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging, or in anywise appertaining; and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and also all the estate, right, title, interest, property, possession, claim and demand whatsoever, both in law and equit;, which the Testator had in his lifetime, and at the time of his decease, and which Grantor has, by virtue of the said Last Will and Testament, or otherwise, of, in and to the above-granted premises, and every part and parcel thereof, with the appurtenances.

TO HAVE AND TO HOLD all and singular the above-described property and premises with the appurtenances, and every part thereof unto the said Grantee, its successors and assigns forever, and in as complete a manner as the said Ed. C. Wright had and held the same.

IN WITNESS WHEREOF, the said Ruth B. Kirby, as Executrix of the Estate of Ed. C. Wright, Deceased, has hereunto set her hand and seal the day and year first above written.

- 2 -

Signed, Sealed and Delivered in

4

.

Instantine filmente

the Presence of: ui I Rec

994 pg 220

(SEAL) RUTH B. KIRBY, as Executrix of

th Estate of Ed. C. Wright, Deceased

. and then a

# WE. 994 rs 221

STATE OF FLORIDA

5 P

.,

Ş

 $(a_{i})_{i \in \mathbb{N}}$ 

COUNTY OF PINELLAS

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared RUTH B. KIRBY, as Executrix of the Estate of Ed. C. Wright, Deceased, to me known to be the person described in and who executed the foregoing instrument, and acknowledged before me that she executed the same for the purposes therein expressed.

WITNESS my hand and official seal this \_\_\_\_\_ day of 1973, in the County and State last aforesaid.

> Notary Pub KC.

Wotary Poblic, State of Florida at Large My Commission Expires: My Commission Expires SLF(, 3, 12/0

I

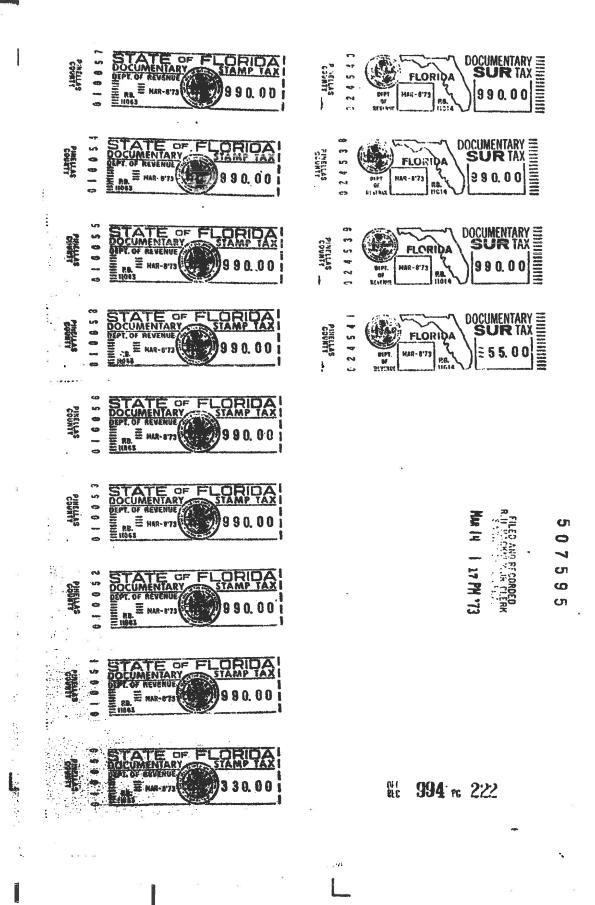
This Instrument was Prepared by D. Wallace Fields of Carlton, Fields, Ward, Emmanuel, Smith & Cutler, P.A. P. O. Box 3239 Tampa, Florida 33601

# . Re 994 rs 221

× 3

品 994 m 222

and the state of the



2074 RN-2

Ì

120485 Indenture When used barein any gender shall include all genders, the plural number the singular and the singular, the plural. This Indenture made this 4th day of August A.D. 1981 . by and between JAMES J. WALTON hereinafter referred to as Grantor, and MICHAEL A. WALTON and JULIE MARIE WALTON, husband and wife. as tenants by the entireties, reinalter referred to as Grantee, whose post office address is ROUTE 2, Box 696, ARCADIA 626 FLORIDA 33821 8 Witnesseth: Grantor, in consideration of the sum of ten dollars and other valuable considerations to him in hand paid のないであるというで by Grantee, receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey to Grantee, his heirs 1458 and assigns forever, the following described property situate in Sarasota County, Florida: Easement of way in perpetuity for ingress and egress 놀윭 over the following lands: The West 100 feet of Sections 26 and 35, and the West 100 feet of that part of Section 23 lying South of the Sugar Bowl Road (State Road No. 72), Township 37 South, Range 19 East, Sarasota County, 4.00 Florida. .4. AND 4.4 The West 100 feet of the North 50 feet of Section 2, Township 38 South, Range 19 East. Grantor certifies, warrants and covenants to the grantee that neither grantor nor any of his family reside on the above property or any property adjacent thereto; the above described property does not constitute any part of grantor's homestead under the laws of the State of Florida. N and and there together with all appurtenances, privileges, rights, intercate, dower, reversions, remain aders. nto er unto appertaining. Grantor warrants against only the lawful claims of all persons claiming is through under Chantor. 00 In Milness Ellereof, Grantor has signed and sealed this deed the date above writtin S Signed, sealed and delivered in the presence of: 12 min (SEAL) JAMES J. WALTON (SEAL) OP MUJOO • eg. STATE OF MINNESOTA COUNTY OF WILKIN I Hereby Certify that on this day, before me, an officer duly authorized to take acknowledgments in the state and county named above, personally appeared JAMES J. WALTON to see known to be the persons described in and who executed the foregoing deed and acknowledged before me that they executed the same freely and voluntarily for the purposes therein expressed. L W. Davis Parker A. ÷. . . . Michael J. McCanalytary Public? sr, Harrison, Diets & Getz. Stvd., P. O. Sox 3258 NOTARY PUBLIC - MANADERTA mission expires: 19 64 WILKIN GOUNTY

#### 91086260

\*\* OFFICIAL BOOK 2324

#### NOTICE OF STIPULATIONS AND LIMITATIONS ENCUMBERING REAL PROPERTY PURSUANT TO THE SARASOTA COUNTY ZONING CODE

RECORDS PAGE 193 The following property located in Sarasota County, Florida, owned by the Board of County Commissioners and described in Appendix A attached hereto, has been rezoned to the GU (Government Use) and OUC (Open Use Conservation) zone district, pursuant to Rezone Petition No. 90-20 filed by the William K. Lederman, Agent, and granted by Sarasota County on May 14, 1991, subject to the following stipulations and ∾ **\*** limitations, violations of which shall constitute a violation of the Sarasota County Zoning Code:

(Stipulations are contained in Ordinance No. 90-54 and attached hereto)

tor of Planning rasota D fred

STATE OF FLORIDA COUNTY OF SARASOTA

·\*\*\*\*

Before me, the undersigned Notary Public, personally appeared Jerry Gray, Director of the Sarasota County Department of Planning, to me known to be the individual who executed the foregoing Notice of Stipulations and Limitations Encumbering Real Property pursuant to the Sarasota County Zoning Code, and he acknowledged before me that he executed the same.

Witness my hand and official seal at Sarasota County, Florida, this 26th day of line \_ , A.D. 1991.

NUTAP PURLIC

Am Massat GAUN Notary Public (/ State of Florida at Large Notary Public

My Commission expires: NOTARY PUBLIC STATE OF FLORIDA MY COMMISSION EXP SEPT. 13, 1993 this ThistFundit prepared by: Frances L. Powers Sarasota County Department of Planning P.O. Box 8 Sarasota, FL 34230

ORDINANCE NO. 90-54

AN ORDINANCE OF THE COUNTY SARASOTA, FLORIDA, AMENDING THE OFFICIAL ZONING ATLAS, AS PART OF SARASOTA COUNTY ORDINANCE NO. 75-38, RELATING TO ZONING WITHIN THE UNINCORPORATED AREA OF SARASOTA COUNTY; PROVIDING FOR THE REZONING OF CERTAIN LANDS; PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF SARASOTA COUNTY, FLORIDA:

\*\* OFFICIAL BOOK 2324 The Board of County Commissioners, RECORI PAGE Findings. Section 1. hereinafter referred to as the "Board," hereby makes the following findings:

The Board has received and considered the report of the , **\*\*** 193 λ. Sarasota County Planning Commission concerning Rezoning Petition No. 90-20, requesting rezoning of the property described herein.

The Board has held a public hearing on the proposed rezoning **B**. of the property described herein in accordance with the requirements of Sarasota County Ordinance No. 75-38 and has considered the information received at said public hearing.

The proposed rezoning of the property described herein is in C. accordance with the Sarasota County Comprehensive Plan and said rezoning, as granted herein, meets the requirements of Sarasota County Ordinance No. 75-38 and any amendments thereto.

D. Pursuant to the provisions of Sarasota County Ordinance No. 89-103, an evaluation has been completed of the impacts that the proposed rezoning of the property described herein will have on the levels of service for parks, drainage, solid waste, roads, and water and sewer systems. With the exception of the provisions of Section 3 of this Ordinance, adequate levels of service are anticipated to be available.

Section 2. Amendment of Ordinance No. 75-38. The Official Zoning Atlas, as part of Sarasota County Ordinance No. 75-38, is hereby amended by changing the zoning district classification from OUR (Open Use Rural, 1 unit/10 acres) and OUE-1 (Open Use Estate, 1 unit/5 acres) to GU (Government Use) and OUC (Open Use Conservation) for the property located in Sarasota County, Florida described in Appendix A attached hereto.

Section 3. Restrictions, Stipulations and Safeguards. The use of the property described in Section 2 of this Ordinance, in addition to the applicable restrictions imposed by Sarasota County Ordinance No. 75-38 and any amendments thereto, is hereby further limited by and subjective internet following restrictions, stipulations and safeguards: = (Noted County of the Ordinance No. )) (Noted County of the Ordinance No. )) (Noted County of the Ordinance No. )) (Noted County of the Ordinance No. )) (Noted County of the Ordinance No. )) (Noted County of the Ordinance No. )) (Noted County of the Ordinance No. )) (Noted County Noted No. )) (Noted County Noted No. )) IN THIS OFFICE WITHERS MY HARD AND OFFICIAL SEAL THIS DATE 1 3 1 MAEN E NUSHING, CLERK OF THE CREWT COURT EXUITING CLERK TO THE BOARD OF COUNTY COMMISSIONERS, SARASUTA COUNTY, ECHIDA BY Ē. 09 0-54

JUN | 8 1991

5

ECRETARY

OF

STATE

**F** 3: Y

m

0

DS

2

نى

Ę

PH

ف

1. The issuance of subsequent development permits is subject to the requirements of Sarasota County Ordinance No. 89-103. A finding that adequate levels of service are available based on evaluations made at the rezoning stage of the development process does not guarantee that the facilities will be available in later stages of the development process.

## OF BOOK

7**F**1 23

ICIAL 324

- 2. A background water quality monitoring plan shall be submitted to
   The Natural Resources Department for review and approval. A pre
- 3. A preapplication meeting between the Applicant, and the Stormwater Management, Natural Sciences, and the Pollution Control Divisions, shall be required prior to the submission of a Master Stormwater Management Plan for the subject parcel.
- 4. To minimize downstream impacts, post developed runoff volumes leaving the site should not exceed pre-developed runoff volumes for storm events up to and including the mean annual (2.33-year) storm event. When determining facilities required to retain the excess runoff volume, storms may be analyzed as isolated events occurring during the wet season.
- 5. All subsequent plans shall be submitted to the Natural Sciences Division for review and approval.
- 6. Littoral zones in all stormwater detention lakes shall be designed and planted in accordance with the Sarasota County Land Development Regulations, Section B2.1.f.
- Littoral zones in all borrow lakes shall be designed and planted in accordance with the Earthmoving Ordinance (No. 81-60, as amended by Ordinance No. 89-112).
- 8. A final mitigation plan, including engineer drawings and plans for creating and maintaining adequate hydroperiods in created wetlands, shall be submitted to the Natural Sciences Division for review and approval prior to construction.
- "Preservation/Conservation" areas, as depicted on Figure 1 attached hereto, shall be provided and shall be delineated clearly on all subsequent plans.
- 10. All "Preservation/Conservation" areas within 500 feet of any construction activity shall be marked clearly in the field during construction.
- 11. Appropriate sediment control devices shall be installed around buffers of all wetlands within 500 feet of construction.

12. All subsequents plans shall include a note that no dredging, filling, comportants, removing trees or understory, or other disturbances abatt coccur. in any "Preservation/Conservation" area with office with the office and about the angle of the second about

STALL THIS CATE JUN 1 0 1991 MARCH & MUSHING, CLUTH OF THE CROWN COURT DIGITIOU CLETH TO THE BOARD OF COUNTY COMMISSION AND THE SOLARD OF COUNTY COMMISSION OF COUNTY OF THE COMMISSION OF THE COMMISSION OF COUNTY OF THE COMMISSION OF THE COMMISSIO DEPUTY CLARK

without the written consent of the Natural Resources Department. Such disturbances will only be allowed in approved construction areas or to provide approved access roads, fire lanes or nature trails. ICIAL 324

- 13. If any listed species is observed within the construction area, the applicant shall notify the Natural Sciences Division to determine
- Permitted principle uses and structures in the "GU" schedule of district regulations which are not depicted on the development concept plan date-stamped February 12, 1990, and attached herato as Appendix B, are only permitted on the subject parcel after public notice and hearings by the Planning Commission and the Board of County Commissioners, in accordance with Section 1 14. Permitted principle uses and structures in the "GU" schedule of
- 15. The staff of the Environmental Services Department, with the assistance of the Natural Resources Department, shall prepare a resource based Land Management program for the subject parcel. Prior to any development activity taking place, the Land Management Program shall be approved by the Board of County Commissioners.

This Ordinance shall take effect Section 4. Effective Date. immediately upon receipt of official acknowledgment from the Office of the Secretary of State of Florida that this Ordinance has been filed with said office.

PASSED AND DULY ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF SARASOTA COUNTY, FLORIDA, this 14th day of \_\_\_\_\_May\_\_\_\_\_ \_\_, A.D., 1991.

3

..... BOARD OF COUNTY COMMISSIONERS OF SARASOTA COUNTY, FLORIDA . 5 - 31

all

Chairman

ATTEST:

KAREN E. RUSHING, Clerk of the Circuit Court and Ex-Officio Clerk of the Board of County Commissioners of Sarasota County, Florida.

By: Alcin > that Deputy Clerk

CORPORED AND A CORPORATION AND 1991 JUNI () SEN THE CATE PARTY END CATE AND A CONTRACT OF THE CONTRACT

#### APPENDIX A

# (SARASOTA COUNTY CENTRAL COMPLEX SITE)

THAT PART OF PREMISES DESCRIBED IN WARRANTY DEED DATED DECEMBER 23, 1986, BY JAMES J. WALTON AND JUNE WALTON, HUSBAND AND WIFE, AND JUNE WALTON A/K/A WYONA JUNE WALTON TO SARASOTA COUNTY RE-CORDED IN O.R. BOOK 1910, PAGES 0785 THROUGH 0787 (SEE EXHIBIT 27 "A", PAGE 0787) LYING WESTERLY OF THE ORDINARY HIGH WATER LINE OF THE MYAKKA RIVER.

(O.R. BOOK 1910, PAGE 787) EXHIBIT "A"

ALL OF SECTION 1 (LESS THE NORTHWEST 1/4), ALL OF SECTION 2 (LESS THE NORTHEAST 1/4), ALL OF SECTIONS 3, 4, 9, 10, 11, AND 16, THE WEST 1/2 OF SECTION 12, THE NORTH 1/2 OF SECTION 14, THE NORTH 1/2 OF SECTION 15, THE NORTHWEST 1/4 AND THE SOUTH 3/4 OF THE NORTHEAST 1/4 LYING WEST OF THE CENTERLINE OF THE MYAKKA RIVER IN SECTION '13, ALL AS LOCATED IN TOWNSHIP 38 SOUTH, RANGE 19 EAST, SARASOTA COUNTY, FLORIDA,

AND

THE WEST 100 FEET OF SECTIONS 26 AND 35, AND THE WEST 100 FEET OF THAT PART OF SECTION 23 LYING SOUTH OF THE SUGAR BOWL ROAD (STATE ROAD NO. 72), TOWNSHIP 37 SOUTH, RANGE 19 EAST, SARASOTA COUNTY, FLORIDA,

LESS

A 10-ACRE PARCEL CONSTITUTING THE HOMESTEAD OF MICHAEL AND JULIE WALTON, WHICH PARCEL SHALL BE MORE SPECIFICALLY DESCRIBED PRIOR TO CLOSING.

SAID 10-ACRE PARCEL DESCRIBED IN WARRANTY DEED DATED DECEMBER 1986, BY MICHAEL A. WALTON AND JULIE MARIE WALTON, HUSBAND AND WIFE TO SARASOTA COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA RECORDED IN O.R. BOOK 1910, PAGES 0783 THROUGH 0784 (SEE SECOND PARAGRAPH OF EXHIBIT "A", PAGE 0784)

(O.R. BOOK 1910, PAGE 0784, SECOND PARAGRAPH)

COMMENCE AT A CONCRETE MONUMENT R.L.S. #2512 MARKING THE NORTH-EAST CORNER OF SECTION 3, TOWNSHIP 38 SOUTH, RANGE 19 EAST, THENCE NORTH 89°34'08" WEST, ALONG THE NORTH LINE OF THE NORTH-EAST 1/4 OF SAID SECTION 3 (UPON WHICH THE BEARINGS OF THIS DE-SCRIPTION ARE BASED), FOR 1016.31 FEET FOR A POINT OF BEGINNING; THENCE SOUTH 89°34'08" EAST, ALONG SAID NORTH LINE, FOR 1016.31 FEET; THENCE SOUTH 00°25'52" WEST FOR 428.61 FEET; THENCE NORTH

STATE OF FLORIDAL CULINTY OF (-MADITAL IN ECCOV CULINY INAT THE FORMOUND 'S A IN THIS OFFICE WITHES AND ADD OFFICIAL IN THIS OFFICE WITHES ANY MAND AND OFFICIAL SEA THIS OFFICE WITHES ANY MAND AND OFFICIAL SEA THIS OFFICE WITHES ANY MAND AND OFFICIAL CARDINE RULE WITHES ANY MAND AND OFFICIAL CARDINE CONTROL OF THE CONTROL OF THE COMMISSION OF THE CONTROL COUNTY COMMISSION OFFICE AND THE CONTROL COUNTY COMMISSION OFFICE AND AND ADD OFFICIAL DEPUTY CULINE

A-1

MA D. 54

\*\* OFFICIAL RI BOOK 2324 P/

- 96 \*\*

\*\* OFFICIAL RECORDS \*\* BOOK 2324 PAGE 197

89°34'08" WEST, FOR 1016.31 FEET; THENCE NORTH 00°25'52" EAST FOR 428.61 FEET TO THE POINT OF BEGINNING. CONTAINING 10.00 ACRES, MORE OR LESS.

LESS

THE FOLLOWING DESCRIBED O.U.C. AREA:

(BEARINGS BASED ON GRID NORTH OF THE STATE PLANE COORDINATE SYSTEM FOR THE FLORIDA WEST ZONE, NAD 1983, AS ESTABLISHED BY G.P.S. SURVEY)

THOSE PORTIONS OF SECTIONS 1, 2, 3, 4, 9, 10, 11, 12, 13, 14, 15, AND 16, TOWNSHIP 38 SOUTH, RANGE 19 EAST, SARASOTA COUNTY, FLORI-DA, DECRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 16 FOR A POINT OF BEGINNING; THENCE NORTH 00°19'18" EAST, ALONG THE WEST LINE OF SAID SECTION 16, A DISTANCE OF 652.55 FEET; THENCE NORTH 9°33'17" EAST, A DISTANCE OF 1056.59 FEET; THENCE NORTH 19°33'17" EAST, A DISTANCE OF 1043.40 FEET; THENCE NORTH 20°15'13" EAST, A DISTANCE OF 1228.75 FEET; THENCE NORTH 23°20'20" EAST, A DISTANCE OF 278.78 FEET; THENCE NORTH 01°56'49" WEST, A DISTANCE OF 223.79 FEET; THENCE NORTH 61°56'49" WEST, A DISTANCE OF 223.79 FEET; THENCE NORTH 61°56'49" WEST, A DISTANCE OF 223.79 FEET; THENCE NORTH 61°56'49" WEST, A DISTANCE OF 223.79 FEET; THENCE NORTH 63°54'40" WEST, A DISTANCE OF 209.78 FEET; THENCE NORTH 27°00'46" WEST, A DISTANCE OF 223.14 FEET; FEET; THENCE NORTH 10°40'08" EAST, A DISTANCE OF 122.06 FEET; THENCE NORTH 21°23'34" WEST, A DISTANCE OF 108.90 FEET; THENCE NORTH 10°50'58" NEST, A DISTANCE OF 332.92 FEET; THENCE NORTH 20°46'58" EAST, A DISTANCE OF 230.70 FEET; THENCE NORTH 48°18'24" EAST, A DISTANCE OF 207.07 FEET; THENCE NORTH 52°22'26" EAST, A DISTANCE OF 236.24 FEET; THENCE NORTH 65'51'41" EAST, A DISTANCE OF 168.85 FEET; THENCE NORTH 04°16'17" EAST, A DISTANCE OF 111.87 FEET; THENCE NORTH 20°07'13" EAST, A DISTANCE OF 305.16 FEET; THENCE NORTH 26°20'42" EAST, A DISTANCE OF 365.13 FEET; THENCE NORTH 21°51'26" EAST, A DISTANCE OF 495.59 FEET; THENCE NORTH 21°51'26" EAST, A DISTANCE OF 495.59 FEET; THENCE NORTH 21°51'26" EAST, A DISTANCE OF 495.59 FEET; THENCE NORTH 21°51'26" EAST, A DISTANCE OF 495.59 FEET; THENCE NORTH 21°51'26" EAST, A DISTANCE OF 495.59 FEET; THENCE NORTH 21°51'26" EAST, A DISTANCE OF 495.59 FEET; THENCE NORTH 21°51'26" EAST, A DISTANCE OF 495.59 FEET; THENCE NORTH 21°51'26" EAST, A DISTANCE OF 495.59 FEET; THENCE NORTH 55°48'16" EAST, A DISTANCE OF 273.03 FEET; THENCE NORTH 55°48'16" EAST, A DISTANCE OF 225.02 FEET; THENCE NORTH 48°46'29" NORTH 51°05'05" WEST, A DISTANCE OF 182.02 FEET; THENCE NORTH 39°52'47" WEST, A DISTANCE OF 275.36 FEET; THENCE NORTH 88°46'29" NORTH 51°05'05" WEST, A DISTANCE

CCURT

**λ-2** 

STAN THIS DATE JUTY I JUTY I ANALYS E PUDHIG CLIMN OF THE CHICLI COURT ANALYS E PUDHIG CLIMN OF THE CHICLI COURT ELEPTICS CLIMN TO THE EDING OF COUNTY COUNTING THE SERVED A COURT & GOMIDA BY CLIMN CHICK OF THE SERVED A COURT & GOMIDA BY CLIMN CHICK OF THE SERVED A COURT & GOMIDA

09 0-54

NORTH 30°12'12" WEST, A DISTANCE OF 100.73 FEET; THENCE NORTH 02°56'08" EAST, A DISTANCE OF 101.48; THENCE NORTH 22°37'12" WEST, A DISTANCE OF 168.91 FEET; THENCE NORTH 82°21'35" EAST, A G 24 WEST, A DISTANCE OF 168.91 FEET; THENCE NORTH 52-21.33 EAST, A DISTANCE OF 107.50 FEET; THENCE NORTH 67°03'33" EAST, A DISTANCE SE OF 303.35 FEET; THENCE NORTH 81°15'14" EAST, A DISTANCE OF 153.81 C FEET; THENCE SOUTH 64°44'49" EAST, A DISTANCE OF 60.56 FEET; THENCE NORTH 46°49'27" WEST, A DISTANCE OF 123.21 FEET; THENCE SOUTH 64°44'59' EAST, A DISTANCE OF 123.21 FEET; THENCE SOUTH 66°49'27" WEST, A DISTANCE OF 123.21 FEET; THENCE SOUTH 66°49'27" WEST, A DISTANCE OF 123.21 FEET; THENCE SOUTH 66°49'27" WEST, A DISTANCE OF 123.21 FEET; THENCE SOUTH 66°49'27" WEST, A DISTANCE OF 123.21 FEET; THENCE SOUTH 66°49'27" WEST, A DISTANCE OF 123.21 FEET; THENCE SOUTH 66°49'27" WEST, A DISTANCE OF 123.21 FEET; THENCE SOUTH 66°49'27" WEST, A DISTANCE OF 123.21 FEET; THENCE SOUTH 66°49'27" WEST, A DISTANCE OF 123.21 FEET; THENCE SOUTH 66°49'27" WEST, A DISTANCE OF 123.21 FEET; THENCE SOUTH 66°49'27" WEST, A DISTANCE OF 123.21 FEET; THENCE SOUTH 67'30'3' FEET SOUTH 67'3' FEET NORTH 61°41'57" WEST, A DISTANCE OF 57.55 FEET; 17°26'26" WEST, A DISTANCE OF 307.80 FEET; THENCE NORTH 52°07'30" A DISTANCE OF 59.26 FEET; THENCE NORTH 80°47'20" WEST, DISTANCE OF 97.41 FEET; THENCE SOUTH 53°03'48" WEST, A DISTANCE OF 222.71 FEET, THENCE SOUTH 77°02'33" WEST, A DISTANCE OF 150.66 FEET; THENCE SOUTH 60°35'34" WEST, A DISTANCE OF 328.13 FEET; FEET; THENCE SOUTH 60°35'34" WEST, A DISTANCE OF 275.69 FEET; THENCE THENCE SOUTH 65°40'02" WEST, A DISTANCE OF 162.86 FEET; THENCE SOUTH 62°39'18" EAST, A DISTANCE OF 162.86 FEET; 76°03'34" EAST, A DISTANCE OF 188.77 FEET; THENCE SOUTH 28°54'33" WEST, A DISTANCE OF 99.45 FEET; THENCE SOUTH 08°19'32" WEST, A DISTANCE OF 161.52 FEET; THENCE SOUTH 29°37'05" WEST, A DISTANCE OF 218.21 FEET; THENCE NORTH 62°30'39" WEST, A DISTANCE OF 180.16 FEET; THENCE NORTH 70°45'02" WEST, A DISTANCE OF 173.41 FEET; THENCE NORTH 52°08'56" WEST, A DISTANCE OF 273.16 FEET; THENCE NORTH 38°41'45" WEST, A DISTANCE OF 67.96 FEET; THENCE SOUTH 65°40'02' WEST, A DISTANCE OF 24.67 FEET; THENCE NORTH 80°25'33" A DISTANCE OF 328.10 FEET; THENCE NORTH 17º34'36' WEST, WEST, A DISTANCE OF 328.10 FEET; THENCE NORTH 17.54 30 DISTANCE DISTANCE OF 219.44 FEET; THENCE NORTH 01°07'40" EAST, A DISTANCE OF 330.09 FEET; THENCE NORTH 54°50'16" EAST, A DISTANCE OF 322.64 OF 330.09 FEET; THENCE NORTH 83°34'36" EAST, A DISTANCE OF 592.32 FEET; WEST. THENCE NORTH 83°34'36" EAST, A DISTANCE OF FEET; THENCE THENCE NORTH THENCE NORTH 66°05'02" EAST, A DISTANCE OF 163.46 NORTH 22°41'38" EAST, A DISTANCE OF 77.46 FEET; 36°12'34" WEST, A DISTANCE OF 90.18 FEET; THENCE NORTH 72°56'35" WEST, A DISTANCE OF 119.60 FEET, THENCE NORTH 10°15'55" WEST, A DISTANCE OF 335.40 FEET; THENCE NORTH 77°44'07" WEST, A DISTANCE OF 61.17 FEET; THENCE SOUTH 73°11'37" WEST, A DISTANCE OF 332.3" FEET; THENCE SOUTH 87°51'47" WEST, A DISTANCE OF 174.23 FEET; THENCE NORTH 66°57'23" WEST, A DISTANCE OF 567.62 FEET; THENCE NORTH 36°21'11" WEST, A DISTANCE OF 201.66 FEET; THENCE NORTH 08°59'24" WEST, A DISTANCE OF 673.53 FEET; THENCE SOUTH 72°08'01" A DISTANCE OF 372.69 FEET; THENCE NORTH 69°58'18' EAST, DISTANCE OF 561.49 FEET; THENCE NORTH 27°53'20" EAST, A DISTANCE OF 172.41 FEET TO THE NORTH LINE OF SAID SECTION 9; THENCE NORTH 13°39'11" WEST, A DISTANCE OF 963.68 FEET; THENCE NORTH 27°49'27" A DISTANCE OF 476.02 FEET; THENCE NORTH 14°51'55" WEST, DISTANCE OF 217.78 FEET; THENCE NORTH 01º41'45" EAST, A DISTANCE OF 395.17 FEET; THENCE NORTH 54°39'54' EAST, A DISTANCE OF 213.43 FEET; THENCE SOUTH 84°51'58" EAST, A DISTANCE OF 333.97 FEET; THENCE SOUTH 38°48'22" EAST, A DISTANCE OF 238.43 FEET; THENCE SOUTH 04°03'41" WEST, A DISTANCE OF 440.28 FEET; THENCE SOUTH 22°46'37" EAST, A DISTANCE, OF 255.07 FEET; THENCE SOUTH 70°50'40"

A-3

\*\* OFFI BOOK 23

EAST, A DISTANCE OF 261.34 FEET; THENCE NORTH 66°31'44 EAST, A DISTANCE OF 107.66 FEET; THENCE NORTH 23°47'15' EAST, A DISTANCE OF OF 215.83 FEET; THENCE NORTH 03°21'59' WEST, A DISTANCE OF 103.65 FEET: THENCE SOUTH 67º22'48" WEST, & DISTANCE OF 59.56 FEET: NH THENCE NORTH 72°47'02' WEST, A DISTANCE OF 96.58; THENCE NORTH 14°37'15 WEST, A DISTANCE OF 154.42 FEET; THENCE NORTH 00°28'11" A DISTANCE OF 158.52 FEET; THENCE NORTH 10°08'44" EAST, A AL EAST. DISTANCE OF 125.40 FEET; THENCE NORTH 13°28'40" EAST, A DISTANCE OF 161.67 FEET; THENCE NORTH 30°33'59" EAST, A DISTANCE OF 224.84 OF 161.67 FEET; THENCE NORTH 30°33'59" EAST, A DISTANCE OF 224.84 > F FEET; THENCE NORTH 05°00'47" EAST, A DISTANCE OF 148.69 FEET; FO THENCE NORTH 16°12'55" EAST, A DISTANCE OF 265.22 FEET; THENCE NORTH 17°01'55" EAST, A DISTANCE OF 385.94 FEET; THENCE NORTH THENCE NORTH - 5 NORTH 17°01'55" EAST, A DISTANCE OF 353.54 FEET; THENCE NORTH 04°07'20" 3 + WEST, A DISTANCE OF 289.20 FEET; THENCE NORTH 06°24'16" EAST, A DISTANCE OF 128.13 FEET; THENCE SOUTH 88°05'27" EAST, A DISTANCE OF 12.25 FEET; THENCE NORTH 61°33'25" WEST, A DISTANCE OF 109.98 THENCE NORTH 75°34'05" WEST, A DISTANCE OF 182.47 FEET; FEET: THENCE NORTH 52°18'21" WEST, A DISTANCE OF 252.88 FEET; THENCE NORTH 46°30'27" WEST, A DISTANCE OF 279.40 FEET; THENCE NORTH 25°36'08" WEST, A DISTANCE OF 276.63 FEET; THENCE NORTH 13°08'36" A DISTANCE OF 262.85 FEET; THENCE NORTH 00°39'49" EAST, WEST, DISTANCE OF 336.55 FEET; THENCE NORTH 12°25'14" EAST, A DISTANCE OF 223.52 FEET; THENCE NORTH 17°09'24" EAST, A DISTANCE OF 202.62 FEET; THENCE NORTH 25°54'40" EAST, A DISTANCE OF 193.27 FEET TO THE NORTH LINE OF SAID SECTION 4; THENCE SOUTH 89°31'39" EAST, ALONG THE NORTH LINE OF SAID SECTION 4, A DISTANCE OF 930.78 FEET TO THE NORTH 1/4 CORNER OF SAID SECTION 4; THENCE SOUTH 88°30'42" EAST, ALONG SAID NORTH LINE A DISTANCE OF 458.42 FEET; THENCE SOUTH 18°47'47" WEST, A DISTANCE OF 111.04 FEET; THENCE SOUTH 89°25'22" EAST, A DISTANCE OF 493.14 FEET; THENCE SOUTH 09°34'27" West, A DISTANCE OF 109.37 FEET; THENCE S 35°32'16" W, A DISTANCE OF 134.13 FEET; THENCE SOUTH 44°03'39" WEST, A DISTANCE OF 224.21 FEET; THENCE SOUTH 31°46'27" WEST, A DISTANCE OF FEET; THENCE SOUTH 06°01'03" WEST, A DISTANCE OF 458.59 THENCE SOUTH 24°58'02" EAST. A DISTANCE OF 270.89 FEET: 204.80 FEET; SOUTH 24°58'Q2" EAST, A DISTANCE OF 270.89 FEET; THENCE SOUTH 02°28'05" WEST, & DISTANCE OF 150.86 FEET; THENCE SOUTH 20°03'22" WEST, A DISTANCE OF 261.43 FEET; THENCE SOUTH 16°41'57" EAST, A DISTANCE OF 583.31 FEET; THENCE SOUTH 26°03'45" EAST, A DISTANCE OF 331.23 FEET; THENCE SOUTH 31º42'33" EAST, A DISTANCE OF 239.79 FEET; THENCE S 14°10'20" E, A DISTANCE OF 132.67 FEET; THENCE SOUTH 11°13'21" WEST, A DISTANCE OF 156.91 FEET; SOUTH 24°18'38" WEST, A DISTANCE OF 369.27 FEET; THENCE THENCE SOUTH THENCE 74°17'07" WEST, A DISTANCE OF 18.17 FEET; THENCE SOUTH 13°21'04" WEST, A DISTANCE OF 318.11 FEET; THENCE SOUTH 10°18'17" EAST, DISTANCE OF 305.07 FEET; THENCE SOUTH 05°04'47" WEST, A DISTANCE OF 176.10 FEET; THENCE SOUTH 19°56'49" EAST, & DISTANCE OF 529.40 FEET; THENCE SOUTH 03°39'08" EAST, A DISTANCE OF 428.35 THENCE SOUTH 21°51'10" EAST, A DISTANCE OF 268.79 FEET; FEET: THENCE NORTH 87°36'51" EAST, A DISTANCE OF 124.84 PEET; THENCE SOUTH STATE OF DIS

STATE OF FLISHOA COUNTY OF SARAGOTA) INCREDY CUTINY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF THE ORIGINAL FILES IN THIS OFFICE, WITHESS ANY HAND AND OTHICAL

SEAL THIS DATE WITHEST AT HAND AND OFFICIAL SEAL THIS DATE JUN 1 0 1991 CHOINED CLERK OF THE CHORNER COUNT COMMISSIONERS CHARGE COUNTY COMMISSIONERS CHARGE COUNTY COMMISSIONERS CHARGE COUNTY ROUTED BY THE COMMISSIONERS COUNTY FOR THE COMMISSIONERS CHARGE COUNTY COMMISSIONERS CHARGE COUNTY FOR THE COMMISSIONERS CHARGE COUNTY COMMISSIONERS CHARGE COUNTY FOR THE COMMISSIONERS CHARGE COUNTY COMMISSIONERS CHARGE COUNTY FOR THE COMMISSIONERS CHARGE COUNTY COMMISSIONERS CHARGE COUNTY FOR THE COMMISSIONERS CHARGE COUNTY COMMISSIONERS CHARGE COUNTY FOR THE COMMISSIONERS CHARGE COUNTY COMMISSIONERS CHARGE COUNTY FOR THE COMMISSIONERS CHARGE COUNTY COMMISSIONERS CHARGE COUNTY FOR THE COMMISSIONERS CHARGE COUNTY COMMISSIONERS CHARGE COUNTY FOR THE COMMISSIONERS CHARGE COUNTY COMMISSIONERS CHARGE COUNTY COUNTY COMMISSIONERS CHARGE COUNTY COMMISSIONERS COUNTY COMMISSIONERS CHARGE COUNTY COMMISSIONERS COUNTY COMMISSIONERS CHARGE COUNTY FOR THE COMMISSIONERS COUNTY COMMISSIONERS CHARGE COUNTY FOR THE COMMISSIONERS COUNTY COMMISSIONERS CHARGE COUNTY FOR THE COMMISSIONERS COUNTY COMMISSIONERS CHARGE COUNTY FOR THE COMMISSIONERS COUNTY COMMISSIONERS CHARGE COUNTY FOR THE COMMISSIONERS COUNTY FOR THE COMMISSIONERS COUNTY COMMISSIONERS CHARGE COUNTY FOR THE COMMISSIONERS COUNTY FOR THE COMMIS

A-4

21°30'56" EAST, A DISTANCE OF 34.65 FEET TO THE NORTH LINE OF SAID SECTION 9; THENCE SOUTH 37°20'39" EAST, A DISTANCE OF 41.1" 21°30'56" EAST, A DISTANCE OF 34.05 FEBT TO THE MONTH OF 41.1' SAID SECTION 9; THENCE SOUTH 37°20'39" EAST, A DISTANCE OF 41.1' FEET; THENCE SOUTH 21°48'05" EAST, A DISTANCE OF 153.94 FEET; THENCE SOUTH 31°16'07" EAST, A DISTANCE OF 460.60 FEET; THENCE SOUTH 31°16'07" EAST, A DISTANCE OF 460.60 FEET; THENCE SOUTH 31°16'07" EAST, A DISTANCE OF 460.60 FEET; THENCE SOUTH 31°16'07" EAST, A DISTANCE OF 460.60 FEET; THENCE SOUTH 31°16'07" EAST, A DISTANCE OF 460.60 FEET; THENCE SOUTH 31°16'07" EAST, A DISTANCE OF 460.60 FEET; THENCE SOUTH 31°16'07" EAST, A DISTANCE OF 460.60 FEET; THENCE SOUTH 31°16'07" EAST, A DISTANCE OF 460.60 FEET; THENCE SOUTH 31°16'07" EAST, A DISTANCE OF 460.60 FEET; THENCE SOUTH 31°16'07" EAST, A DISTANCE OF 460.60 FEET; THENCE SOUTH 31°16'07" EAST, A DISTANCE OF 460.60 FEET; THENCE SOUTH 31°16'07" EAST, A DISTANCE OF 460.60 FEET; THENCE SOUTH 31°16'07" EAST, A DISTANCE OF 460.60 FEET; THENCE SOUTH 31°16'07" EAST, A DISTANCE OF 460.60 FEET; THENCE SOUTH 31°16'07" EAST, A DISTANCE OF 460.60 FEET; THENCE SOUTH 31°16'07" EAST, A DISTANCE OF 460.60 FEET; THENCE SOUTH 30°16'07" EAST, A DISTANCE OF 460.60 FEET; THENCE SOUTH 30°16'07" EAST, A DISTANCE OF 460.60 FEET; THENCE SOUTH 30°16'07" EAST 30°16'07" 30°16'07" A THE 30°16'07" A T THENCE SOUTH 77°16'32" EAST, A DISTANCE OF 140.81 FEET; DE NORTH 37°15'19" EAST, A DISTANCE OF 115.90 FEET; THENCE NORTH Z 63°40'55" EAST, A DISTANCE OF 115.90 FEET; THENCE NORTH EAST, A DISTANCE OF 134.81 FEET; THENCE NORTH 74°56'27" S EAST, A DISTANCE OF 300.06 FEET; THENCE NORTH 82°36'51" EAST, A DISTANCE OF 93.44 FEET; THENCE SOUTH 37°45'36" EAST, A DISTANCE \* OF 8.72 FEET TO THE EAT LINE OF SALD SECTION A. THENCE NORTH OF 8.72 FEET TO THE EAT LINE OF SAID SECTION 9; THENCE 01°01'41" WEST, ALONG SAID EAST LINE, 14.83 FEET; THENCE NORTH NORTH 29°34'38" EAST, A DISTANCE OF 65.22 FEET; THENCE NORTH 01°34'18" WEST, A DISTANCE OF 426.34 FEET; THENCE NORTH 02°17'56" EAST, DISTANCE OF 356.30 FEET; THENCE NORTH 06°55'34" WEST, A DISTANCE OF 64.71 FEET TO THE NORTH LINE OF SAID SECTION 10; THENCE NORTH 03°37'29" WEST, A DISTANCE OF 225.97 FEET; THENCE NORTH 02°33'40" WEST, A DISTANCE OF 407.10 FEET; THENCE NORTH A DISTANCE OF 906.93 FEET; THENCE NORTH 04°45'25" WEST, A DISTANCE OF 108.07 FEET; THENCE NORTH 03°02'57" EAST, A DISTANCE OF 315.03 FEET; THENCE NORTH 24°31'01" EAST, A DISTANCE OF 422.71 FEET; THENCE NORTH 37°24'46" EAST, A DISTANCE OF 466.22 FEET; THENCE NORT 37°27'59" EAST, A DISTANCE OF 399.44 FEET; THENCE NORTH 29°33'54 A DISTANCE OF 410.80 FEET; THENCE NORTH 17°23'20" EAST, EAST, DISTANCE OF 382.60 FEET, THENCE NORTH 10°18'17" EAST, A DISTANCE OF 319.59 FEET; THENCE NORTH 24°31'46" EAST, A DISTANCE OF 359.91 FEET; THENCE NORTH 06°11'07" EAST, A DISTANCE OF 265.31 FEET; THENCE NORTH 21°46'35" EAST, A DISTANCE OF 777.56 FEET TO THE NORTH LINE OF SAID SECTION 3; THENCE SOUTH 89°20'50" EAST, ALONG SAID NORTH LINE OF SECTION 3, A DISTANCE OF 1489.11 FEET; THENCE SAID NORTH LINE OF SECTION 3, A DISTANCE OF 1489.11 FEET; THENCE LEAVING SAID NORTH LINE, SOUTH 42°33'58' EAST, A DISTANCE OF 57.63 FEET; THENCE SOUTH 61°54'19' EAST, A DISTANCE OF 195.89 FEET; THENCE SOUTH 86°52'40' EAST, A DISTANCE OF 214.71 FEET; THENCE SOUTH 85°00'38' EAST, A DISTANCE OF 164.34 FEET; THENCE SOUTH 49°54'33' EAST, A DISTANCE OF 164.34 FEET; THENCE SOUTH 49°54'33' EAST, A DISTANCE OF 300.62 FEET; THENCE SOUTH 35°45'49" EAST, A DISTANCE OF 498.00 FEET; THENCE SOUTH 83°05'20" EAST, A DISTANCE OF 129.58 FEET; THENCE SOUTH 54-31'12" EAST, A DISTANCE OF 149.99 FEET; THENCE SOUTH 35-01'41" EAST, A DISTANCE OF 169.78 FEET; THENCE SOUTH 09°37'11" WEST, A DISTANCE OF 155.51 FEET; THENCE SOUTH 23°01'32" WEST, A DISTANCE OF 338.83 FEET; THENCE SOUTH 13°24'44" WEST, A DISTANCE OF 173.65 FEET; THENCE SOUTH 47°24'40" WEST, A DISTANCE OF 174.72 FEET; THENCE SOUTH 78°16'01" WEST, A DISTANCE OF 172.52 FEET; THENCE NORTH 75"25'33" WEST, A DISTANCE OF 201.38 FEET; THENCE NORTH 44°43'14 • WEST,

A-5

A DID State C. State and the formation of the Concentral First the formation of the Concentral First the formation of the Concentral First the formation of the Concentral First State First Concentration of the Concentral First State This Concentration of the Concentration of

SAL THIS BATE DUTY I COUNT COUNT RAFER LINGHAD, GLERK OF THE CHICAL COUNT ELECTRIC CLERK TO THE EMDD OF COUNTY COUNTY CLERK TO THE EMDD OF COUNTY COUNTY CLERK

\*\* OFFICIAL RECORDS \*\* BOOK 2324 PAGE 201

DISTANCE OF 188.35 FEET; THENCE NORTH 23°54'44" WEST, A DISTANCE OF 150.66 FEET; THENCE NORTH 61°54'08" WEST, A DISTANCE OF 173.80 FEET; THENCE NORTH 53°05'31" WEST, A DISTANCE OF 391.62 FEET; THENCE NORTH 06°57'56" WEST, A DISTANCE OF 289.29 FEET; THENCE NORTH 37°38'20" WEST, A DISTANCE OF 193.62 FEET; THENCE NORTH 64006'11" WEST, A DISTANCE OF 199.32 FEET; THENCE SOUTH 64031'18" WEST, A DISTANCE OF 214.46 FEET; THENCE SOUTH 47°20'14" WEST, A DISTANCE OF 90.11 FEET; THENCE SOUTH, A DISTANCE OF 107.84 FEET; THENCE SOUTH 29°18'08' EAST, A DISTANCE OF 146.02 FEET; THENCE SOUTH 02°37'35" EAST, A DISTANCE OF 425.33 FEET; THENCE SOUTH 38°34'17" WEST, A DISTANCE OF 131.29 FEET; THENCE NORTH 88°32'26" A DISTANCE OF 204.06 FEET; THENCE NORTH 49°09'35" WEST, WEST, DISTANCE OF 202.66 FEET; THENCE NORTH 11º29'48" WEST, A DISTANCE OF 156.46 FEET; THENCE NORTH 50°11'40" WEST, A DISTANCE OF 152.22 FEET; THENCE SOUTH 68°11'55" WEST, A DISTANCE OF 146.94 FEET; THENCE SOUTH 32°50'42" WEST, A DISTANCE OF 122.18 FEET; THENCE SOUTH 17°05'05" WEST, A DISTANCE OF 610.33 FEET; THENCE S 03°08'03" E, A DISTANCE OF 110.67 FEET; THENCE SOUTH 34°24'23" WEST, A DISTANCE OF 261.35 FEET; THENCE SOUTH 01°41'35" EAST, A DISTANCE OF 263.88 FEET; THENCE SOUTH 12º12'57" EAST, A DISTANCE OF 128.95 FEET; THENCE SOUTH 31°56'41" WEST, A DISTANCE OF 130.15 FEET; THENCE SOUTH 21°26'52° EAST, A DISTANCE OF 156.35 FEET; THENCE SOUTH 11°01'24° WEST, A DISTANCE OF 101.93 FEET; THENCE NORTH 71°17'18° WEST, A DISTANCE OF 170.11 FEET; THENCE NORTH 03°38'17" WEST, A DISTANCE OF 225.24 FEET; THENCE SOUTH 57°40'40" WEST, A DISTANCE OF 51.57 FEET; THENCE SOUTH 58°13'15" WEST, A DISTNACE OF 211.64 FEET; THENCE SOUTH 32°59'38" WEST, A DISTANCE OF 207.59 FEET; THENCE SQUTA 23°52'44" WEST, A DISTANCE OF 632.33 FEET; THENCE SOUTH 12°44'31" WEST, A DISTANCE OF 530.19 FEET; THENCE SOUTH 04°40'01" WEST, A DISTANCE OF 574.91 FET; THENCE SOUTH 02°48'13" EAST, A DISTANCE OF 705.77 FEET TO THE NORTH LINE OF SECTION 10, THENCE SOUTH 00°38'50" EAST, A DISTANCE OF 1199.97 FEET; THENCE SOUTH 05°37'03 WEST, A DISTANCE OF 318.57 FEET; THENCE SOUTH 06°37'37 WEST, A DISTANCE OF 315.25 FEET; THENCE SOUTH 25°59'38 EAST, A DISTANCE OF 174.91 FEET; THENCE SOUTH 49°53'57" EAST, A DISTANCE OF 225.92 FEET; THENCE SOUTH 36°14'23" EAST, A DISTANCE OF 283.53 FEET; THENCE SOUTH 26°56'45" EAST, A DISTANCE OF 174.91 FEET; THENCE NORTH 83°05'20 - EAST, A DISTANCE OF 86.38 FEET; THENCE NORTH 68°44'58" EAST, A DISTANCE OF 50.19 FEET; THENCE SOUTH 47°00'34" EAST, A DISTANCE OF 104.80 FEET; THENCE SOUTH 15°44'24" EAST, A DISTANCE OF 287.32 FEET; THENCE SOUTH 64°20'08" EAST, A DISTANCE OF 99.49 FEET; THENCE SOUTH 35°02'31" EAST, A DISTANCE OF 122.20 FEET; THENCE SOUTH 25°04'03" EAST, A DISTANCE OF 266.81 FEET; THENCE SOUTH 39°51'45" EAST, A DISTANCE OF 502.75 FEET; THENCE SOUTH 79°32'11" EAST, A DISTANCE OF 293.33 FEET; THENCE SOUTH 73°25'45" EAST, A DISTANCE OF 277.91 FEET; THENCE SOUTH 66°06'28" EAST, A DISTANCE OF 638.12 FEET; THENCE SOUTH 22°05'42" EAST, A DISTANCE OF 314.25 FEET; THENCE SOUTH 63°08'57" EAST, & DISTANCE OF 233.02 FEET; THENCE SOUTH

A-6

BOOK 85°23'12" EAST, A DISTANCE OF 452.33 FEET; THENCE NORTH 84°56'54" EAST, A DISTANCE OF 236.10 FEET; THENCE SOUTH 87º55'03" EAST, 24 A DISTANCE OF 71.51 FEET; THENCE SOUTH 79°10'37" EAST, A DISTANCE OF 89.95 FEET; THENCE SOUTH 45°00'00" EAST, A DISTANCE OF 75.34 AL RECORDS \*\* PAGE 202 SOUTH 57°18'29" EAST, A DISTANCE OF 103.44 FEET; 1051'37" FAST, A DISTANCE OF 218.07 FEET; THENCE FEET; THENCE SOUTH 57°18'29" EAST, A DISTANCE OF THENCE SOUTH 41°51'37" EAST, A DISTANCE OF 218.07 S.59°41'00"E, A DISTANCE OF 177.61 FEET; THENCE S 72°21'00" E, DISTANCE OF 269.98 FEET; THENCE S 80°02'23" E, A DISTANCE OF 270.44 FEET; THENCE S 80°40'35" E, A DISTANCE OF 88.22 FEET; THENCE S 89°23'31" E, A DISTANCE OF 73.36 FEET TO THE EAST LINE OF SAID SECTION 10; THENCE S 89°48'28" E, A DISTANCE OF 542.53 FEET; THENCE N 67°20'53" E, A DISTANCE OF 178.81 FEET; THENCE N 01°56'29" W, A DISTANCE OF 306.82 FEET; THENCE N 20°57'21" E, A E OF 130.79 FEET; THENCE N 76°45'34" E, A DISTANCE OF FEET; THENCE N 78°51'26" E, A DISTANCE OF 87.40 FEET; DISTANCE OF THENCE N 35°54'00" E, A DISTANCE OF 214.94 FEET; THENCE N 71° 02'31" E, DISTANCE OF 179.98 FEET; THENCE N. 84°36'17"E., A DIS-02'31" E, DISTANCE OF 1/9.90 FELT; THENCE N.84'30 1/ E, A DISTANCE OF 120.95 TANCE OF 234.92 FEET; THENCE N.87'32'14"E., A DISTANCE OF 120.95 FEET; THENCE S.83'08'47"E., A DISTANCE OF 272.21 FEET; THENCE N.86'33'28"E., A DISTANCE OF 346.25 FEET; THENCE N.64'17'57"E., A DISTANCE OF 269.65 FEET; THENCE N.41'25'30"E., A DISTANCE OF 48.62 FEET; THENCE N.44'49'19"E., A DISTANCE OF 206.89 FEET; 48.62 FEET; THENCE N.44'49'19"E., A DISTANCE OF 206.89 FEET; 48.62 FEET; THENCE N.44'49'19"E., A DISTANCE OF 206.89 FEET; THENCE N.70°27'48"E., A DISTANCE OF 170.96 FEET; THENCE S.74°03'17"E., A DISTANCE OF 208.10 FEET; THENCE S.46°05'41"E., A DISTANCE OF 144.27 FEET; THENCE S.77°54'19"E., A DISTANCE OF DISTANCE OF 144.27 FEET; THENCE S.77054 19 E., A DISTANCE OF 130.23 FEET; THENCE N.79°07'19 E., A DISTANCE OF 371.79 FEET; THENCE S.48°08'49 E., A DISTANCE OF 131.28 FEET; THENCE S.21°57'36 E., A DISTANCE OF 114.91 FEET; THENCE S.14°16'51 E., A DISTANCE OF 156.28 FEET; THENCE N.81°18'49 E., A DISTANCE OF 94.64 FEET; THENCE S.74°30'25 E., A DISTANCE OF 41.62 FEET; 94.64 FEET; THENCE S.74°30'25 E., A DISTANCE OF 41.62 FEET; THENCE A DISTANCE OF 89.51 FEET; THENCE S.70°59'12"E., N. 15°48'31"E., A DISTANCE OF 224.17 FEET; THENCE N.02°40'19'E., A DISTANCE OF 195.11 FEET; THENCE N.19°02'17"E., A DISTANCE OF 195.18 FEET; THENCE N.50°44'07"E., A DISTANCE OF 211.46 FEET; THENCE N.02°29'22"E., A DISTANCE OF 119.65 FEET; THENCE N. 26°33'54 W., A DISTANCE OF 200.47 FEET; THENCE N.01°07'44"E., A DISTANCE OF 263.82 FEET; THENCE N.18°59'48"E., A DISTANCE OF 167.65 FEET; THENCE N.54°57'29"E., A DISTANCE OF 122.20 FEET; THENCE N.71°33'54"E., A DISTANCE OF 250.64 FEET; THENCE N.63°37'18"E., A DISTANCE OF 178.39 FEET; THENCE N.45°41'25"E., A DISTANCE OF 228.79 FEET; THENCE N.05°57'26"E., A DISTANCE OF 150.23 FFFT. THENCE N.24°22'44"E. 150.23 FEET; THENCE N. 34°22'49 W., A DISTANCE OF 149.56 FEET; THENCE N. 34°00'07'E., A DISTANCE OF 264.88 FEET; THENCE N. 32°47' 37"E., A DISTANCE OF 230.30 FEET; THENCE N. 14°34'27"E., A DISTANCE OF 268.51 FEET; THENCE N.12°31'44"W., A DISTANCE OF 167.71 FEET; THENCE N.35°33'53"W., A DISTANCE OF 319.46 FEET; THENCE N.68°46'35"W., A DISTANCE OF 143.57 FEET; THENCE N.83°22'45 W., A DISTANCE OF 439.51 FEET; THENCE S.74°55'53 W., A DISTANCE OF 104.96 FEET; THENCE S.62°28'05"W., A DISTANCE

A-7

STATE OF INDRIGAT COUNTY OF SLARSOTAN IN LATCEST CERTINIT THAT THE FOREDOING IS A TRUE AND CORPECT COPY OF THE CONCENT AND STELEAL IN THIS OFFICE WITHINGS IN MAND AND STELEAL STATE OF ICLEWING LEAR OF THE CIRCUIT COURT COMMISSION ERIGHT COURT COUNTY COMMISSION FREE CARGOT COUNTY

09 0-54

\*\* OFFICIAL RECORDS \*\* BOOK 2324 PAGE 203

137.74 FEET; THENCE S.54°57'29"W., A DISTANCE OF 122.20 FEET; THENCE S.66°33'07"W., A DISTANCE OF 238.72 FEET; THENCE S.40°55'01"W., A DISTANCE OF 147.69 FEET; THENCE S.62°04'29"W., A DISTANCE OF 80.45 FEET; THENCE S.78°56'33"W., A DISTANCE OF 304.89 FEET; THENCE N.53°50'31"W., A DISTANCE OF 251.05 FEET; THENCE N.30°04'07"W., A DISTANCE OF 285.26 FEET; THENCE N.03°44'35"W., A DISTANCE OF 278.65 FEET; THENCE N.20°28'49"E., A DISTANCE OF 230.24 FEET; THENCE N.65°48'24"E., A DISTANCE OF N.03°44'35"W., A DISTANCE OF 278.65 FEET; THENCE N.20°28'49"E., A DISTANCE OF 230.24 FEET; THENCE N.65°48'24"E., A DISTANCE OF 196.57 FEET; THENCE N.78°04'45"E., A DISTANCE OF 239.03 FEET; THENCE N.50°13'22"E., A DISTANCE OF 199.36 FEET; THENCE N.51°05'13"E., A DISTANCE OF 215.93 FEET; THENCE N.66°33'40"E., A DISTANCE OF 73.32 FEET; THENCE S.88°05'27"E., A DISTANCE OF 117.00 FEET; THENCE S.88°23'38"E., A DISTANCE OF 139.08 FEET; THENCE N.84°17'22"E., A DISTANCE OF 104.46 FEET; THENCE N.75°57'50"E., A DISTANCE OF 64.29 FEET; THENCE N.48°39'32"E., A DISTANCE OF 103.68 FEET TO THE NORTH LINE OF SAID. SECTION 11; THENCE N.57°09'08"E., A DISTANCE OF 130.05 FEET; THENCE N.57°09'08"E., A DISTANCE OF 130.05 FEET; THENCE N.57-05-05-E., A DISTANCE OF 130.05 FEET; THENCE N.78°00'40"E., A DISTANCE OF 344.03 FEET; THENCE N.86°54'21"E., A DISTANCE OF 192.58 FEET; THENCE N.70°51'37"E., A DISTANCE OF 206.10 FEET TO THE EAST LINE OF SAID SECTION 2; THENCE N.72°15'37"E., A DISTANCE OF 208.93 FEET; THENCE N.31°56'41"E., A DISTANCE OF 130 15 FEET, THENCE N.10°56'20"F DISTANCE OF 130.15 FEET; THENCE N.18°55'29"E., A DISTANCE OF 144.23 FEET; THENCE N.49°28'30"E., A DISTANCE OF 105.98 FEET; THENCE N.88°04'10"E., A DISTANCE OF 115.71 FEET; THENCE S.81°52'12"E., A DISTANCE OF 147.00 FEET; THENCE S.60°58'51"E., A DISTANCE OF 203.56 FEET; THENCE N.79°54'09"E., A DISTANCE OF 96.34 FEET; THENCE N.40°01'49"E., A DISTANCE OF 84.85 FEET; THENCE N.21°36'20"E., A DISTANCE OF 141.15 FEET; THENCE N.59°53'55"E., A DISTANCE OF 103.63 FEET; THENCE S.75°04'07"E., A DISTANCE OF 100.86 FEET; THENCE S.34°08'09"E., A DISTANCE OF 92.62 FEET; THENCE S.87°13'47"E., A DISTANCE OF 80.65 FEET; THENCE N.61°31'33"E., A DISTANCE OF 87.21 FEET; THENCE N.06°48'05"E., A DISTANCE OF 142.63 FEET; THENCE N.24°08'44"E., A DISTANCE OF 82.59 FEET; THENCE N.62°09'09"E., A DISTANCE OF 77.88 FEET; THENCE S.77°28'16"E., A DISTANCE OF 119.79 FEET; THENCE N.46°28'08"E., A S.77°28'16"E., A DISTANCE OF 119.79 FEET; THENCE N.46°28'08"E., A DISTANCE OF 107.53 FEET; THENCE NORTH 12°05'41"EAST, A DISTANCE OF 93.02 FEET; THENCE N.02°43'35"W., A DISTANCE OF 81.95 FEET; THENCE N.40°47'41"E., A DISTANCE OF 125.29 FEET; THENCE N.73°00'33"E., A DISTANCE OF 97.82 FEET; THENCE S.85°47'22"E., A DISTANCE OF 212.36 FEET; THENCE N.83°12'40"E., A DISTANCE OF S4.96 FEET; THENCE N.48°12'07"E., A DISTANCE OF 263.18 FEET; THENCE N.03°10'47"E., A DISTANCE OF 117.12 FEET; THENCE N.03°10'47"E., A DISTANCE OF 117.12 FEET; THENCE S.81°52'12"E., A DISTANCE OF 147.00 FEET; THENCE S.60°58'51"E., A 54.96 FEET; THENCE N.48°12'07"E., A DISTANCE OF 263.18 FEET; THENCE N.03°10'47"E., A DISTANCE OF 117.12 FEET; THENCE N.17°52'07"W., A DISTANCE OF 457.34 FEET; THENCE N.01°26'28"N., A DISTANCE OF 206.66 FEET; THENCE N.30°47'36"E., A DISTANCE OF 149.74 FEET; THENCE S.44°18'15"E., A DISTANCE OF 226.95 FEET; THENCE S.13°52'11"E., A DISTANCE OF 216.81 FEET; THENCE THENCE S.13°52'11"E., A DISTANCE OF 216.81 FEET; THENCE S.45°18'35"E., A DISTANCE OF 169.97 FEET; THENCE S.71°50'26"E., A DISTANCE OF 170.93 FEET; THENCE N.88°10'02"E., A DISTANCE OF 162.50 FEET; THENCE N.69°01'13"E., A DISTANCE OF 185.08 FEET;

1.50 PEET ; STATE OFFICIENCY COUNTY OF CLOUDED TABLE ALCORATEST THE FOREGOIND IS A TABLE ALCORATEST FOR THE CHEMINAL FREE TABLE CHECK WILNESS AT MAND ALC OFFICIAL UN 1 0 1991 SLAIT THIS DATE WILL CLEAR OF THE CHEMIC CURT DATED CLEAR TO THE CANON COUNTY COMMISSION COUNTY COMMISSION TO THE CANON COUNTY COMMISSION TO THE CANON COUNTY COMMISSION TO THE CANON COUNTY COMMISSION COUNTY

A-8

THENCE N.44°31'01'E., A DISTANCE OF 544.85 FEET; THENCE N.36°28'44'E., A DISTANCE OF 266.63 FEET; THENCE N.13°48'27'E., A DISTANCE OF 157.88 FEET; THENCE N.27°33'10'W., A DISTANCE OF 134.83 FEET; THENCE N.84°37'44'W., A DISTANCE OF 152.69 FEET; DEET THENCE N.69°40'37'W., A DISTANCE OF 112.23 FEET; THENCE OF 165.20 FEET; THENCE N.32°28'16'E., A DISTANCE OF 135.53 FEET; DISTANCE OF 168.22 FEET; THENCE N.29°11'09'E., A DISTANCE OF 165.20 FEET; THENCE N.32°28'16'E., A DISTANCE OF 135.53 FEET; THENCE N.77°28'16'E., A DISTANCE OF 131.77 FEET; THENCE 4 S.30°52'20'E., A DISTANCE OF 139.27 FEET; THENCE S.00°49'06'W., A DISTANCE OF 72.89 FEET; THENCE S.38°50'27'E., A DISTANCE OF 128.45 FEET; THENCE S.85°0''34'E., A DISTANCE OF 168.22 FEET; THENCE N.48°48'51'E., A DISTANCE OF 151.93 FEET; THENCE F N.17°16'53'E., A DISTANCE OF 151.93 FEET; THENCE OF 120.66 FEET; THENCE N.58°02'31'W., A DISTANCE OF 166.23 FEET; THENCE N.48°48'51'E., A DISTANCE OF 151.93 FEET; THENCE OF 100.66 FEET; THENCE N.58°02'31'W., A DISTANCE OF 166.93 FEET; THENCE N.82°17'33'W., A DISTANCE OF 174.39 FEET; THENCE N.87°17'42'W., A DISTANCE OF 165.20 FEET; THENCE N.52°04'00'W., A DISTANCE OF 101.05 FEET; THENCE N.14°55'43'W., A DISTANCE OF 101.73 FEET; THENCE N.22°42'32'E., A DISTANCE OF 121.14 FEET; THENCE N.82°01'0'S'., A DISTANCE OF 53.3' SPEET; THENCE N.87°11'46'E., A DISTANCE OF 243.98 FEET; THENCE N.85°33'59'E., A DISTANCE OF 102.02 FEET; THENCE N.63°10'41'E., A DISTANCE OF 101.73 FEET; THENCE N.14°31'0'E., A DISTANCE OF 150.32 FEET; THENCE N.010'04'27'W., A DISTANCE OF 207.93 FEET; THENCE N.29°49'12'E., A DISTANCE OF 122.81 FEET; THENCE N.63°33'59'E., A DISTANCE OF 108.69 FEET; THENCE N.63°10'41'E., A DISTANCE OF 110.66 FEET; THENCE N.14°31'0'E., A DISTANCE OF 150.32 FEET; THENCE N.010'04'27'W., A DISTANCE OF 312.93 FEET; THENCE N.29°49'12'E., A DISTANCE OF 72.77 FEET; THENCE N.62°12'34'E., A DISTANCE OF 108.69 FEET; THENCE N.63°10'44'E., A DISTANCE OF 116.06 FEET; THENCE N.14°10'0'E., A DISTANCE OF 510.32 FEET; THENCE N.3026'24'E., A DISTANCE OF OF 903.86 FEET TO THE N.E. CORNER OF SAID SECTION 1; THENCE S.03°16'13'W., ALONG THE EAST LINE OF SAID SECTION 1, A DISTANCE OF 2729.98 FEET TO THE EAST 1/4 CORNER OF SAID SECTION 1; THENCE OF 2729.98 FEET TO THE EAST 1/4 CORNER OF SAID SECTION 1; THENCE S.03°17'28"W., CONTINUING ALONG SAID EAST LINE, A DISTANCE OF 2738.78 FEET TO THE S.E. CORNER OF SAID SECTION 1; THENCE N.88°54'29"W., ALONG THE SOUTH LINE OF SAID SECTION 1, A DISTANCE OF 2709.77 FEET TO THE NORTH 1/4 CORNER OF SAID SECTION 12; THENCE S.02°31'06"W., A DISTANCE OF 5338.94 FEET TO THE SOUTH 1/4 CORNER OF SAID SECTION 12; THENCE S.00°46'16"W., A DISTANCE OF 664.02 FEET; THENCE N.89°40'38"E., A DISTANCE OF 1120.00 FEET TO THE WESTERLY BOUNDARY OF THE MYAKKA RIVER: THENCE ALONG SAID THE WESTERLY BOUNDARY OF THE MYAKRA RIVER; THENCE ALONG SAID BOUNDARY, THE FOLLOWING COURSES AND DISTANCES; THENCE BOUNDARY, THE FOLLOWING COURSES AND DISTANCES; THENCE S.15°45'09'E., A DISTANCE OF 100.69 FEET; THENCE S.36°43'58"E., A DISTANCE OF 108.62 FEET; THENCE S.08°54'54"E., A DISTANCE OF 134.15 FEET; THENCE S.23°26'53"W., A DISTANCE OF 117.55 FEET; THENCE S.06°24'39"W., A DISTANCE OF 116.37 FEET; THENCE 

A-9

AGD-55

BOOK 2324 S.15°36'40"E., A DISTANCE OF 91.74 FEET; THENCE S.17°29'45"E., DISTANCE OF 125.34 FEET; THENCE S.08°19'32"E., A DISTANCE OF 107.68 FEET; THENCE S.27°14'30"W., A DISTANCE OF 147.60 FEET; THENCE S.46°24'52"W., A DISTANCE OF 148.89 FEET; THENCE S.30°25'01"W., A DISTANCE OF 233.54 FEET; THENCE S.46°18'07"W., A DISTANCE OF 151.74 FEET; THENCE S.46°18'07"W., A RECORDS \*\* PAGE 205 DISTANCE OF 161.74 FEET; THENCE S.83°09'26"W., A DISTANCE OF 130.87 FEET; THENCE N.82°20'00"W., A DISTANCE OF 130.87 FEET; THENCE N.82°20'00"W., A DISTANCE OF 136.35 FEET; THENCE N.87°04'30"W., A DISTANCE OF 178.24 FEET; THENCE S.60°46'02"W., A DISTANCE OF 162.30 FEET; THENCE S.25°01'01"W., A DISTANCE OF 215.08 FEET; THENCE S.10°01'34"W., A DISTANCE OF 238.83 FEET; THENCE S.34°41'43"W., A DISTANCE OF 102.72 FEET; THENCE S.80°42'24"W., A DISTANCE OF 92.48 FEET TO THE SOUTH LINE OF THE NORTH 1/2 OF SAID SECTION 13; THENCE S 20°33'32" THENCE S.80°42'24"W., A DISTANCE OF 92.48 FEET TO THE SOUTH LANG OF THE NORTH 1/2 OF SAID SECTION 13; THENCE S.89°32'22"W., ALONG SAID SOUTH LINE, A DISTANCE OF 2671.69 FEET TO THE EAST 1/4 CORNER OF SAID SECTION 14; THENCE S.89°14'09"W., A DISTANCE OF S350.22 FEET TO THE EAST 1/4 CORNER OF SAID SECTION 15; THENCE S350.22 FEET TO THE EAST 1/4 CORNER OF SAID SECTION 15; THENCE N.89°56'33"W., A DISTANCE OF 5300.42 FEET TO THE EAST 1/4 OF SAID SECTION 16; THENCE S.01º08'14"W., ALONG THE EAST LINE OF OF SAID SECTION 16; THENCE S.01°08'14"W., ALONG THE EAST LINE OF SAID SECTION 16, A DISTANCE OF 186.00 FEET; THENCE S.68°00'32"W., A DISTANCE OF 59.05 FEET; THENCE S.78°17'15"W., A DISTANCE OF 217.62 FEET; THENCE N.83°25'05"W., A DISTANCE OF 68.01 FEET; THENCE N.56°38'01"W., A DISTANCE OF 63.79 FEET; THENCE N.41°59'14"W., A DISTANCE OF 139.85 FEET; THENCE N. 50°02'50" W., A DISTANCE OF 323.74 FEET; THENCE N. 23°48'21" W., A DISTANCE OF 48.29 FET; THENCE N.7°04'12" W., A DISTANCE OF 380.49 FEET; THENCE S.88°01'55"W., A DISTANCE OF 378.33 FEET; THENCE N.42°44'44"W., A DITANCE OF 116.77 FEET; THENCE N. 16°23'22"W., A DISTANCE OF 105.80 FEET; THENCE SOUTH 14°56'12"W., A DISTANCE OF 821.81 FEET; THENCE S35°44'00" W., A DISTANCE OF 353.75 FEET; OF 821.81 FEET; THENCE S35°44'00" W., A DISTANCE OF 353.75 FEET; THENCE S.49°30'18"W., A DISTANCE OF 304.13 FEET; THENCE S.66°33'25"W., A DISTANCE OF 320.07 FEET; THENCE S.57°47'14"W., A DISTANCE OF 684.93 FEET; THENCE S. 56°03'45"W., A DISTANCE OF 584.16 FEET; THENCE S. 56°03'45"W., A DISTANCE OF THENCE S.56°18'37"W., A DISTANCE OF 1160.25 FEET TO THE SOUTH LINE OF SAID SECTION 16; THENCE N.89°37'50"W., ALONG SAID SOUTH SECTION 16 & DISTANCE OF 296.63 FEET TO THE POINT OF OF LINE BEGINNING.

PARCEL CONTAINS 2971.6 ACRES, MORE OR LESS.

SUBJECT TO: EASEMENTS, RESTRICTION, AND RIGHT-OP-WAYS OF RECORD, IF ANY.

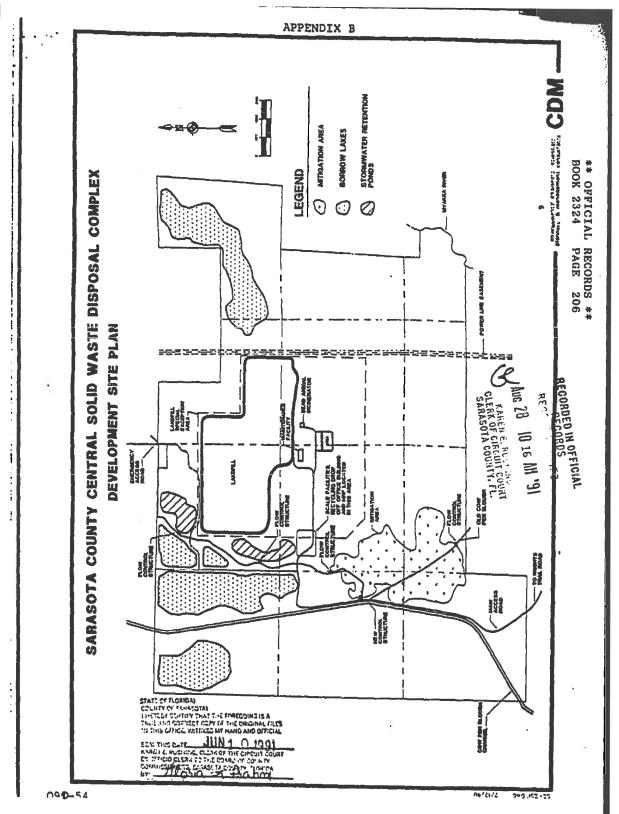
STATE OF FLORIDAN COLUMY OF FLORIDAN ENERGET CEPTURY THAT THE FORECOMOS IS A TAUE AND CORRECT COPY OF THE GARCIAL FILES IN THIS GENEL WITHING AND OFFICIAL JUN 1 0 1991

RAREN E RUSHING, CLERK OF THE CIRCUIT COURT EV-STRICK CLERK TO THE COARD OF COUNTY COMMISSIONERS FARASOTA CORNTY, ROMDA BT

DCPUTY CLERK

. <sup>6</sup>

A-10



#### 98017826

\*\* OFFICIAL BOOK 3067

#### NOTICE OF STIPULATIONS AND LIMITATIONS ENCUMBERING REAL PROPERTY PURSUANT TO THE SARASOTA COUNTY ZONING CODE

The following property located in Sarasota County, Florida, owned by Sarasota County, and described in Ordinance No. 98-011 attached 
(Stipulations and limitations are those described in Section 3 of Ordinance No. 98-011, attached hereto)

STATE OF FLORIDA COUNTY OF SARASOTA

Sarasota Countÿ Director of Planning

Before me, the undersigned Notary Public, personally appeared Jerry Gray, Director of the Sarasota County Department of Planning, to me known to be the individual who executed the foregoing Notice of Stipulations and Limitations Encumbering Real Property pursuant to the Sarasota County Zoning Code, and he acknowledged before me that he executed the same.

Witness my hand and official seal at Sarasota County, Florida, this <u>Ath</u> day of <u>4. bruignu</u>, A.D. 1998.

Kholler Notary Public

State of Florida at Large

SHELLEY E. HAMILTON MY COMMISSION # CC 480874 EXPIRES: August 10, 1999 Bonded Thru Notary Public Underwr

This instrument prepared by: Frances L. Powers Sarasota County Department of Planning P.O. Box 8 Sarasota, FL 34230

#### ORDINANCE NO. 98-011

BOOK 3067

PAGE 1563

.

ILED

6

డు

33 PH

ngg\_nii

OFFICIAL

AN ORDINANCE OF THE COUNTY OF SARASOTA, FLORIDA AMENDING THE OFFICIAL ZONING ATLAS, AS PART OF SARASOTA COUNTY ORDINANCE NO. 75-38, RELATING TO ZONING WITHIN THE UNINCORPORATED AREA OF SARASOTA COUNTY; PROVIDING FINDINGS; PROVIDING FOR AMENDMENT OF THE ZONING ATLAS; PROVIDING RESTRICTIONS STIPULATIONS AND SAFEGUARDS: AND PROVIDING AN EFFECTIVE DATE.

#### BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF SARASO COUNTY, FLORIDA:

Section 1. Findings. The Board of County Commissioners, hereinafter relefied to as the "Board," hereby makes the following findings:

The Board has received and considered the report of the Sarasota County Planning A. Commission concerning Rezoning Petition No. 98-15, requesting rezoning of the property described herein.

The Board has held a public hearing on the proposed rezoning of the property В. described herein in accordance with the requirements of Sarasota County Ordinance No. 75-38 and has considered the information received at said public hearing.

. .

۰.

The rezoning herein granted is consistent with the Sarasota County Comprehensive **C**. Plan and meets the requirements of Sarasota County Ordinance No. 75-38 and any amendments thereto.

Pursuant to the provisions of Sarasota County Ordinance No. 89-103, an evaluation D. has been completed of the impacts that the proposed rezoning of the property described herein will have on the levels of service for parks, drainage, solid waste, roads, mass transit and water and sewer systems. With the exception of the provisions of Section 3 of this Ordinance, adequate levels of service are anticipated to be available.

Section 2. Amendment of Ordinance No. 75-38. The Official Zoning Atlas, as part of Sarasota County Ordinance No. 75-38, is hereby amended by changing the zoning district classification for 6,150 acres ± from GU (Government Use) and OUC (Open Use, Conservation, 1 unit/25 acres) with a Development Concept Plan to GU (Government Use) and OUC (Open Use, Conservation, 1 unit/25 acres) with an amended Development Concept Plan for the following described property located in Sarasota County, Florida:

## SEE LEGAL DESCRIPTION ATTACHED AS EXHIBIT A

1

Section 3. Restrictions, Stipulations and Safeguards. As used in the stipulations hereinafter set forth, the term "Owner" shall refer to the owner or owners of the property described in Section 2 and their successors and assigns. Upon recording in the public records of Sarasota County, these stipulations shall be covenants running with the land. The use of the property described in Section 2 of this Ordinance, in addition to the applicable restrictions imposed by Sarasota County Ordinance No. 75-38 and any amendments thereto, is hereby further limited by and subject to the following restrictions, stipulations and safeguards:

\*\* OFFICIAL BOOK 3067

• RECORDS \*

\*

- The issuance of subsequent development permits is subject to the requirements of Sarasota 1. County Ordinance No. 89-103. A finding that adequate levels of service are available based on evaluations made at the rezoning stage of the development process does not guarantee that the facilities will be available in later stages of the development process.
- 2. A background water quality monitoring plan shall be submitted to the Natural Resources Department for review and approval. A pre-application meeting to discuss the plan objectives shall be required.
- A preapplication meeting between the Applicant, and the Stormwater Management, Natural 3. Sciences, and the Pollution Control Divisions, shall be required prior to the submission of a Master Stormwater Management Plan for the subject parcel.
- To minimize downstream impacts, post developed runoff volumes leaving the site should not 4. exceed pre-developed runoff volumes for storm events up to and including the mean annual (2.33-year) storm event. When determining facilities required to retain the excess runoff volume, storms may be analyzed as isolated events occurring during the wet season.
- All subsequent plans shall be submitted to the Natural Sciences Division for review and 5.
- Littoral zones in all stormwater detention lakes shall be designed and planted in accordance 6. with the Sarasota County Land Development Regulations, Section B2.1.f.
- 7. Littoral zones in all borrow lakes shall be designed and planted in accordance with the Earthmoving Ordinance (No. 81-60, as amended by Ordinance No. 89-112).
- A final mitigation plan, including engineer drawings and plans for creating and maintaining 8. adequate hydroperiods in created wetlands, shall be submitted to the Natural Sciences Division for review and approval prior to construction.
- "Preservation/Conservation" areas, as depicted on the Development Concept Plan, date 9. stamped December 18, 1997, shall be provided and shall be delineated clearly on all
- 10. All "Preservation/Conservation" areas within 500 feet of any construction activity shall be marked clearly in the field during construction.

2

her for the state of the second state of the

D98-011

Appropriate sediment control devices shall be installed around buffers of all wetlands within 500 feet of construction.

11.

12.

»، بر دور

- All subsequent plans shall include a note that no dredging, filling, scraping, removing trees or understory, or other disturbances shall occur in any "Preservation/Conservation" area without the written consent of the Natural Resources Department. Such disturbances will only be allowed in approved construction areas or to provide approved access roads, fire lanes or nature trails.
- 13. If any listed species is observed within the construction area, the applicant shall notify the Natural Sciences Division to determine appropriate remedial actions.
- 14. Permitted principle uses and structures in the "GU" schedule of district regulations which are not depicted on the development concept plan date-stamped December 18, 1997, and attached hereto as Exhibit B, are only permitted on the subject parcel after public notice and hearings by the Planning Commission and the Board of County Commissioners, in accordance with Section 21 of Sarasota County Ordinance No. 75-38, as amended.
- 15. The staff of the Environmental Services Department, with the assistance of the Natural Resources Department, shall prepare a resource based Land Management program for the subject parcel. Prior to any development activity taking place, the Land Management Program shall be approved by the Board of County Commissioners.
- 16. Public restrooms in the maintenance building shall be available to the Radio Controlled Fliers model airplane club during operating hours of the landfill.
- 17. Food service to the model airplane flying site shall be limited to properly permitted special events.
- 18. The Owner shall be required to maintain the appearance and function of any private drainage facilities to be constructed on the site, including retention ponds and drainage ditches, at its own expense in accordance with all applicable federal, state, and local regulations. At the time of recording a plat or prior to a final construction plan, the Owner shall be required to record in the public records a Notice to Purchaser, approved by Sarasota County, putting purchasers on notice that the maintenance of drainage is a private responsibility.

Section 4. Effective Date. This Ordinance shall take effect immediately upon receipt of official acknowledgment from the Office of the Secretary of State of Florida that this Ordinance has been filed with said office.

3

1998-011

\*\* OFFICIAL RECORDS \*\* BOOK 3067 PAGE 1565

\*\* OFFICIAL BOOK 3067 PASSED AND DULY ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF SARASOTA COUNTY, FLORIDA, this 27- day of \_\_\_\_\_ , A.D., 1998. 2.25 17. BOARD OF COUNTY COMMISSIONERS OF SARASOTA COUNTY, FLORIDA PAGE 1566 Chairman ATTEST: • • KAREN E. RUSHING, Clerk of ; the Circuit Court and Ex-Officio Clerk of the Board of County Commissioners of Sarasota County, Florida. obman By: Deputy Clerk fui ca 1206 100 ۰., ٠. 3. ÷., Ξ, RECORDER'S MEMO: Legibility of writing, typing, or printing for reproductive purpose may be unsatisfactory in this document when roceived. 1 4 098-011

EXHIBITA

#### HASTER DESCRIPTION (SARASOTA COUNTY CENTRAL COMPLEX SITE)

\*\* OFFICIAL BOOX 3067 RECORDS \*\* PAGE 1567 THAT PART OF PREMISES DESCRIBED IN WARRANTY DEED DATED DECEMBER 23, 1986, BY JAMES J. WALTON AND JUNE WALTON, HUSBAND AND WIFE, JUNE WALTON A/K/A WYONA JUNE WALTON TO SARASOTA COUNTY RE-IN O.R. BOOK 1910, PAGES 0785 THROUGH 0787 (SEE EXHIBIT CORDED "A", PAGE 0787) LYING WESTERLY OF THE ORDINARY HIGH WATER LINE OF THE MYAKKA RIVER. (O.R. BOOK 1910, PAGE 787) EXHIBIT "A" ALL OF SECTION 1 (LESS THE NORTHWEST 1/4), ALL OF SECTION 2 (LESS THE NORTHEAST 1/4), ALL OF SECTIONS 3, 4, 9, 10, 11, AND 16, THE WEST 1/2 OF SECTION 12, THE NORTH 1/2 OF SECTION 14, THE NORTH 1/2 OF SECTION 15, THE NORTHWEST 1/4 AND THE SOUTH 3/4 OF THE NORTHEAST 1/4 LYING WEST OF THE CENTERLINE OF THE MYAKKA RIVER IN SECTION 13, ALL AS FOCATED THE TOURSULD 39 SOUTH DAMAGE 18, DAMAGE SECTION 13, ALL AS LOCATED IN TOWNSHIP 38 SOUTH, RANGE 19 EAST, SARASOTA COUNTY, FLORIDA, AND THE WEST 100 FEET OF SECTIONS 26 AND 35, AND THE WEST 100 FEET OF THAT PART OF SECTION 23 LYING SOUTH OF THE SUGAR BOWL ROAD (STATE ROAD NO. 72), TOWNSHIP 37 SOUTH, RANGE 19 EAST, SARASOTA COUNTY, , ST 1.00 . . LESS\_ 1.4 . A 10-ACRE PARCEL CONSTITUTING THE HOMESTEAD OF MICHAEL AND JULIE WALTON, WHICH PARCEL SHALL BE MORE SPECIFICALLY DESCRIBED PRIOR SAID 10-ACRE PARCEL DESCRIBED IN WARRANTY DEED DATED DECEMBER 1986, BY MICHAEL A. WALTON AND JULIE MARIE WALTON, HUSBAND AND WIFE TO SARASOTA COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA RECORDED IN O.R. BOOK 1910, PAGES 0783 THROUGH 0784 (SEE SECOND PARAGRAPH OF EXHIBIT "A", PAGE 0784) (O.R. BOOK 1910, PAGE 0784, SECOND PARAGRAPH) COMMENCE AT A CONCRETE MONUMENT R.L.S. #2512 MARKING THE NORTH-EAST CORNER OF SECTION 3, TOWNSHIP 38 SOUTH, RANGE 19 EAST, THENCE NORTH 89°34'08 WEST, ALONG THE NORTH LINE OF THE NORTH-EAST 1/4 OF SAID SECTION 3 (UPON WHICH THE BEARINGS OF THIS DE-SCRIPTION ARE BASED), FOR 1016.31 FEET FOR A POINT OF BEGINNING; THENCE SOUTH 89°34'08" EAST ALONG SAID NORTH LINE, FOR 1016.31 THENCE SOUTH 89°34'08" EAST, ALONG SAID NORTH LINE, FOR 1016.31 FEET; THENCE SOUTH 00°25'52" WEST FOR 428.61 FEET; THENCE NORTH RECORDER'S MEMO: Legibility of writing, typing, or printing for repreductive purpose may be unsatisfactory in A-1 this document when received. NGE-NII

<u>ئ</u>،

11

89°34'08- WEST, FOR 1016.31 FEET; THENCE NORTH 00°25'52- EAST FOR 428.61 FEET TO THE POINT OF BEGINNING. CONTAINING 10.00 ACRES, MORE OR LESS.

\*\* OFFICIAL BOOK 3067

PAGE 1568

.

LESS ۰.

THE FOLLOWING DESCRIBED O.U.C. AREA:

(BEARINGS BASED ON GRID NORTH OF THE STATE PLANE COORDINATE SYSTEM FOR THE FLORIDA WEST ZONE, NAD 1983, AS ESTABLISHED BY G.P.S. SURVEY) .

THOSE PORTIONS OF SECTIONS 1, 2, 3, 4, 9, 10, 11, 12, 13, 14, 15, AND 16, TOWNSHIP 38 SOUTH, RANGE 19 EAST, SARASOTA COUNTY, FLORI-DA, DECRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 16 FOR A POINT OF BEGINNING; THENCE NORTH 00°19'18° EAST, ALONG THE WEST LINE OF SAID SECTION 16, A DISTANCE OF 652.55 FEET; THENCE NORTH 49°33'17° EAST, A DISTANCE OF 1056.59 FEET; THENCE NORTH 52°15'13° EAST, A DISTANCE OF 1043.40 FEET; THENCE NORTH 23°20'20° EAST, A DISTANCE OF 1228.75 FEET; THENCE NORTH 23°20'20° EAST, A DISTANCE OF 278.78 FEET; THENCE NORTH 07°07'30° WEST. A DISTANCE OF 146.66 FEET; THENCE NORTH 61°56'49° WEST WEST, A DISTANCE OF 278.78 FEET; THENCE NORTH 07°07'30" WEST, A DISTANCE OF 146.66 FEET; THENCE NORTH 61°56'49" WEST, A DISTANCE OF 223.79 FEET; THENCE NORTH 84°59'58" WEST, A DISTANCE OF 208.69 FEET; THENCE NORTH 63°54'40" WEST, A DISTANCE OF 209.78 FEET; THENCE NORTH 27°00'46" WEST, A DISTANCE OF 223.14 FEET; THENCE NORTH 11°40'08" EAST, A DISTANCE OF 122.06 FEET; THENCE NORTH 21°23'34" WEST, A DISTANCE OF 135.36 FEET; THENCE NORTH 35°46'34" EAST, A DISTANCE OF 108.90 FEET; THENCE NORTH 19°50'58" NORTH 21°23'34" WEST, A DISTANCE OF 135.36 FEET; THENCE NORTH 35°46'34" EAST, A DISTANCE OF 108.90 FEET; THENCE NORTH 19°50'58" WEST, A DISTANCE OF 332.92 FEET; THENCE NORTH 20°46'58" EAST, A DISTANCE OF 230.70 FEET; THENCE NORTH 48°18'24" EAST, A DISTANCE OF 207.07 FEET; THENCE NORTH 52°22'26" EAST, A DISTANCE OF 236.24 FEET; THENCE NORTH 65°51'41" EAST, A DISTANCE OF 168.85 FEET; THENCE NORTH 04°16'17" EAST, A DISTANCE OF 111.87 FEET; THENCE NORTH 11°58'07" EAST, A DISTANCE OF 288.22 FEET; THENCE NORTH 29°07:13" EAST. A DISTANCE OF 305.16 FEET; THENCE NORTH 26°20'42" NORTH 11°58'07" EAST, A DISTANCE OF 288.22 FEET; THENCE NORTH 29°07'13" EAST, A DISTANCE OF 305.16 FEET; THENCE NORTH 26°20'42" DISTANCE OF 495.59 FEET; THENCE NORTH 02°38'51" EAST, A DISTANCE OF 225.02 FEET; THENCE NORTH 07°51'12" WEST, A DISTANCE OF 228.22 FEET; THENCE NORTH 28°21'18" WEST, A DISTANCE OF 279.05 FEET; THENCE NORTH 48°37'59" WEST, A DISTANCE OF 463.99 FEET; THENCE NORTH 51°05'05" WEST, A DISTANCE OF 182.02 FEET; THENCE NORTH 39°52'47" WEST. A DISTANCE OF 257.35 FEET: THENCE NORTH 88°46'29" 39°52'47" WEST, A DISTANCE OF 257.36 FEET; THENCE NORTH 88°46'29" EAST, A DISTANCE OF 243.03 FEET; THENCE NORTH 55°48'16° EAST, A DISTANCE OF 122.53 FEET; THENCE NORTH 45°00'00° EAST, A DISTANCE OF 99.77 FEET; THENCE NORTH 03°15'26° EAST, A DISTANCE OF 107.64 FEET; THENCE NORTH 58°31'23" EAST, A DISTANCE OF 11.73 FEET; THENCE NORTH 02°38'12" WEST, A DISTANCE OF 104.43 FEET; THENCE

A-2

\* • • • • • WEST, A DISTANCE OF 100.73 FEET; THENCE NORTH NORTH 30°12'12" 02"56'08" 08" EAST, A DISTANCE OF 101.48; THENCE NORTH 22°37'12" A DISTANCE OF 168.91 FEET; THENCE NORTH 82°21'35" EAST, A WEST, DISTANCE OF 107.50 FEET; THENCE NORTH 67°03'33" EAST, A DISTANCE OF 303.35 FEET; THENCE NORTH 81º15'14" EAST, A DISTANCE OF 153.81 THENCE SOUTH 64°44'49" EAST, A DISTANCE OF 60.56 FEET; FEET: THENCE NORTH 46°49'27" WEST, A DISTANCE OF 123.21 FEET: THENCE NORTH 61°41'57" WEST, A DISTANCE OF 57.55 FEET; THENCE NORTH 17°26'26" WEST, A DISTANCE OF 307.80 FEET; THENCE NORTH 52°07'30-WEST, A DISTANCE OF 59.26 FEET; THENCE NORTH 80°47'20" WEST, A DISTANCE OF 97.41 FEET; THENCE SOUTH 53°03'48" WEST, A DISTANCE OF 222.71 FEET, THENCE SOUTH 77°02'33" WEST, A DISTANCE OF 150.66 SOUTH 60°35'34" WEST, A; DISTANCE OF FEET: THENCE 328.13 SOUTH 65°40'02" WEST, A DISTANCE OF 275.69 62°39'18" EAST, A DISTANCE OF 162.86 FEET; FEET: THENCE FEET; THENCE SOUTH THENCE SOUTH 76°03'34" EAST, A DISTANCE OF 188.77 FEET; THENCE SOUTH 28°54'33" WEST, A DISTANCE OF 99.45 FEET; THENCE SOUTH 08°19'32" WEST, DISTANCE OF 161.52 FEET; THENCE SOUTH 29°37'05" WEST, A. DISTANCE OF 218.21 FEET; THENCE NORTH 62°30'39" WEST, A DISTANCE OF 180.16 FEET; THENCE NORTH 70°45'02" WEST, A DISTANCE OF 173.41 FEET; THENCE NORTH 52°08'56" WEST, A DISTANCE OF 273.16 FEET; THENCE NORTH 38°41'45" WEST; A DISTANCE OF 67.96 FEET; THENCE SOUTH 65°40'02" WEST, A DISTANCE OF 24.67 FEET; THENCE NORTH 80°25'33" A DISTANCE OF 328.10 FEET; THENCE NORTH 17°34'36" WEST, WEST, DISTANCE OF 219.44 FEET; THENCE NORTH 01°07'40" EAST, A DISTANCE OF 330.09 FEET; THENCE NORTH 54°50'16" EAST, A DISTANCE OF 322.64 FEET; THENCE NORTH 83°34'36" EAST, A DISTANCE OF 592.32 FEET; THENCE NORTH 66°05'02" EAST, A DISTANCE OF 163.46 FEET; NORTH 22°41'38' EAST, A DISTANCE OF 77.46 FEET; THE 36°12'34" WEST, A DISTANCE OF 90.18 FEET; THENCE NORTH. THENCE THENCE NORTH WEST, A DISTANCE OF 90.18 FEET; THENCE NORTH 72°56'35" DISTANCE OF 335.40 FEET; THENCE NORTH 10°15'55" WEST, A OF 61.17 FEET; THENCE SOUTH 73°11'37" WEST, A DISTANCE OF 61.17 FEET; THENCE SOUTH 73°11'37" WEST, A DISTANCE OF 332.54 FEET; THENCE SOUTH 87°51'47" WEST, A DISTANCE OF 174.23 FEET; FEET; THENCE SOUTH 87°51'47" WEST, A DISTANCE OF THENCE NORTH 66°57'23" WEST, A DISTANCE OF 567.62 FEET; THENCE NORTH & DISTANCE OF 201.66 FEET; THENCE NORTH 08°59'24" WEST, A DISTANCE OF 673.53 FEET; THENCE SOUTH 72°08'01" EAST, A DISTANCE OF 372.69 FEET; THENCE NORTH 69.58'18. EAST, DISTANCE OF 551.49 FEET; THENCE NORTH 27°53'20" EAST, A DISTANCE OF 172.41 FEET TO THE NORTH LINE OF SAID SECTION 9; THENCE NORTH 13°39'11" WEST, A DISTANCE OF 963.68 FEET; THENCE NORTH 27°49'27" WEST, A DISTANCE OF 475.02 FEET; THENCE NORTH 14°51'55" WEST, DISTANCE OF 217.78 FEET; THENCE NORTH 01041'45" EAST, A OF 395.17 FEET; THENCE NORTH 54°39'54" EAST, A DISTANCE OF 213.43 FEET; THENCE SOUTH 84°51'58" EAST, A DISTANCE OF THENCE SOUTH 38°48'22" EAST, A DISTANCE OF 238.43 SOUTH 04°03'41" WEST, A DISTANCE OF 440.28 FEET; 333.97 FEET; FEET; THENCE 22°46'37" EAST, A DISTANCE, OF 255.07 FEET; THENCE SOUTH 70°50'40" THENCE SOUTH

• • • • •

. . .

BOOK

OFFICIAL

3067

RECORDS PAGE 156

.

ō 9

198-011

A-3

EAST, A DISTANCE OF 261.34 FEET; THENCE NORTH 66°31'44 MEAST. DISTANCE OF 107.66 FEET; THENCE NORTH 23°47'15" EAST, A DISTANCE OF 215.83 FEET; THENCE NORTH 03°21'59" WEST, A DISTANCE OF 103.65 FEET; THENCE SOUTH 67°22'48" WEST, A DISTANCE OF 59.56 FEET; THENCE NORTH 72°47'02" WEST, A DISTANCE OF 96.58; THENCE NORTH 14°37'15 WEST, A DISTANCE OF 154.42 FEET; THENCE NORTH 00°28'11" EAST, A DISTANCE OF 158.52 FEET; THENCE NORTH 10°08'44" EAST, DISTANCE OF 125.40 FEET; THENCE NORTH 13°28'40' EAST, A DISTANCE OF 161.67 FEET; THENCE NORTH 30°33'59' EAST, A DISTANCE OF 224.84 FEET; THENCE NORTH 05°00'47' EAST, A DISTANCE OF 148.69 FEET; THENCE NORTH 16°12'55" EAST, A DISTANCE OF 265.22 FEET; THENCE NORTH 17°01'55" EAST, A DISTANCE OF 385.94 FEET; THENCE NORTH 08°49'47" EAST, A DISTANCE OF 135.44 FEET; THENCE NORTH 04°07'20" WEST, A DISTANCE OF 289.20 FEET; THENCE: NORTH 06°24'16" EAST, WEST, A DISTANCE OF 289.20 FEET; THENGE: NORTH 05°24'16" EAST, A DISTANCE OF 128.13 FEET; THENCE SOUTH 88°05'27" EAST, A DISTANCE OF 12.25 FEET; THENCE NORTH 61°33'25" WEST, A DISTANCE OF 109.98 FEET; THENCE NORTH 75°34'05" WEST, A DISTANCE OF 182.47 FEET; THENCE NORTH 52°18'21" WEST, A DISTANCE OF 252.88 FEET; THENCE NORTH 46°30'27" WEST, A DISTANCE OF 279.40 FEET; THENCE NORTH 25°36'08" WEST, A DISTANCE OF 276 63 FFFT. THENCE NORTH 13000'26" 25°36'08" WEST, A DISTANCE OF 276.63 FEET; THENCE NORTH 13°08'36" WEST, A DISTANCE OF 262.85 FEET; THENCE NORTH 00°39'49" EAST, DISTANCE OF 336.55 FEET; THENCE NORTH 12°25'14" EAST, A DISTANCE OF 223.52 FEET; THENCE NORTH 17°09'24" EAST, A DISTANCE OF 202.62 OF 223.52 FEET; THENCE NORTH 17°09'24" EAST, A DISTANCE OF 202.62 FEET; THENCE NORTH 25°54'40" EAST, A DISTANCE OF 193.27 FEET TO ALONG THE NORTH LINE OF SAID SECTION 4; THENCE SOUTH 89°31'39" EAST, TO THE NORTH LINE OF SAID SECTION 4, A DISTANCE OF 930.78 FEET EAST, ALONG SAID NORTH LINE A DISTANCE OF 458.42 FEET; THENCE SOUTH 18°47'47" WEST, A DISTANCE OF 111.04 FEET; THENCE SOUTH 89°25'22" EAST, A DISTANCE OF 493.14 FEET; THENCE SOUTH 09°34'27" WEST, A DISTANCE OF 109.37 FEET; THENCE S 35°32'16" W, A DISTANCE OF 134.13 FEET; THENCE SOUTH 44°03'39" WEST, A DISTANCE OF FEET; THENCE SOUTH 31°46'27" WEST, A DISTANCE OF 204.80 THENCE SOUTH 26°58'02" EAST, A DISTANCE OF 270.89 FEET; SOUTH 02°28'05" WEST, A DISTANCE OF 150.86 FEET; THENCE SOUTH 20°03'22" WEST, A DISTANCE OF 261.43 FEET; THENCE SOUTH 16°41'57" 20°03'22" WEST, A DISTANCE OF 150.80 FEET; THENCE SOUTH EAST, A DISTANCE OF 261.43 FEET; THENCE SOUTH 16°41'57" DISTANCE OF 331.23 FEET; THENCE SOUTH 26°03'45" EAST, A OF 239.79 FEET; THENCE S 14°10'20" E, A DISTANCE OF 132.67 FEET; THENCE SOUTH 11012101 CONTACT OF 132.67 FEET; THENCE SOUTH 11º13'21" WEST, A DISTANCE OF 166.91 FEET; THENCE SOUTH 24º18'38" WEST, A DISTANCE OF 369.27 FEET; THENCE SOUTH 74°17'07' WEST, A DISTANCE OF 18.17 FEET; THENCE SOUTH 13°21'04" WEST, A DISTANCE OF 318.11 FEET; THENCE SOUTH 10°18'17" EAST, A DISTANCE OF 318.11 FEET; THENCE SOUTH 10°18'17' EAST, A DISTANCE OF 305.07 FEET; THENCE SOUTH 05°04'47' WEST, A DISTANCE OF 176.10 FEET; THENCE SOUTH 19°56'49" EAST, A DISTANCE OF 529.40 FEET; THENCE SOUTH 03°39'08" EAST, A DISTANCE OF 428.35 FEET; THENCE SOUTH 21°51'10" EAST, A DISTANCE OF 268.79 FEET; THENCE NORTH 97036'51" FROM A DISTANCE OF 268.79 FEET; THENCE NORTH 87°36'51" EAST, A DISTANCE OF 124.84 PEET; THENCE SOUTH

\*\* OFFICI/ BOOK 3067

AL

RECORI PAGE

1502

A-4

21°30'56" EAST, A DISTANCE OF 34.65 FEET TO THE NORTH LINE SAID SECTION 9; THENCE SOUTH 37°20'39" EAST, A DISTANCE OF 41 FEET; THENCE SOUTH 21°48'05" EAST, A DISTANCE OF 153.94 FE THENCE SOUTH 31°16'07" EAST, A DISTANCE OF 460.60 FEET; THE SOUTH 09°36'19" EAST, A DISTANCE OF 171.31 FEET; THENCE SO 06°06'56' WEST A DISTANCE OF 71 18 FEET; THENCE SO OF 41.17 FEET; THENCE 06°06'56' WEST, A DISTANCE OF 73.18 FEET; THENCE SOUTH 23°03'41" WEST, A DISTANCE OF 65.86 FEET; THENCE NORTH 83°23'12" EAST, A DISTANCE OF 86.14 FEET; THENCE SOUTH 45°44'39' EAST, A DISTANCE SOUTH OF 141.50 FEET; THENCE SOUTH 51º25'08" EAST, A DISTANCE OF 147.93 FEET; THENCE SOUTH 41°38'01" EAST, A DISTNACE OF 140.81 FEET; THENCE SOUTH 77°16'32" EAST, A DISTANCE OF 41.29 FEET; THENCE NORTH 37°15'19" EAST, A DISTANCE OF 115.90 FEET; THENCE NORTH 63°40'55" EAST, A DISTANCE OF 134.81 FEET; THENCE NORTH 74°56'27" EAST, A DISTANCE OF 300.06 FEET; THENCE NORTH 82°36'51" EAST, A DISTANCE OF 93.44 FEET; THENCE SOUTH 37°45'36" EAST, A DISTANCE OF 8.72 FEET TO THE EAT LINE OF SAID SECTION 9; THENCE NORTH 01°01'41" WEST, ALONG SAID EAST LINE, 14.83 FEET; THENCE NORTH 29°34'38" EAST, A DISTANCE OF 65.22 FEET; THENCE NORTH 01°34'18" WEST, A DISTANCE OF 426.34 FEET; THENCE NORTH 02°17'56" EAST, A DISTANCE OF 356.30 FEET; THENCE NORTH 06°55'34" WEST, A DISTANCE OF 64.71 FEET TO THE NORTH LINE OF SAID SECTION 10; THENCE NORTH 02°27'20' HEST & DISTANCE OF 22' DISTANCE OF 020'21'20' OF 64.71 FEET TO THE NORTH LINE OF SAID SECTION 10; THENCE NORTH 03°37'29" WEST, A DISTANCE OF 225.97 FEET; THENCE NORTH 02°33'40" WEST, A DISTANCE OF 407.10 FEET; THENCE NORTH A DISTANCE OF 906.93 FEET; THENCE NORTH 04°45'25" WEST, A DISTANCE OF 108.07 FEET; THENCE NORTH 03°02'57" EAST, A DISTANCE OF 315.03 FEET; THENCE NORTH 24°31'01" EAST, A DISTANCE OF 422.71 FEET; THENCE NORTH 37°24'46" EAST, A DISTANCE OF 465.22 FEET; THENCE NORT 37°27'59" EAST, A DISTANCE OF 399.44 FEET; THENCE NORT EAST, A DISTANCE OF 410.80 FEET; THENCE NORTH 17°23'20" EAST, A DISTANCE OF 382.60 FEET, THENCE NORTH 10°18'17" EAST, A DISTANCE OF 382.60 FEET, THENCE NORTH 10°18'17" EAST, A DISTANCE NORTH 06°11'07" EAST, A DISTANCE OF 359.91 FEET; THENCE NORTH 06°11'07" EAST, A DISTANCE OF 359.91 FEET; THENCE NORTH 21°46'35" EAST, A DISTANCE OF 777.56 FEET TO THE NORTH LINE OF SAID SECTION 3; THENCE SOUTH 89°20'50" EAST, ALONG THENCE NORTH 21°46'35° EAST, A DISTANCE OF 777.56 FEET TO THE NORTH LINE OF SAID SECTION 3; THENCE SOUTH 89°20'50° EAST, ALONG SAID NORTH LINE OF SECTION 3, A DISTANCE OF 1489.11 FEET; THENCE LEAVING SAID NORTH LINE, SOUTH 42°33'58° EAST, A DISTANCE OF 57.63 FEET; THENCE SOUTH 61°54'19° EAST, A DISTANCE OF 195.89 FEET; THENCE SOUTH 86°52'40° EAST, A DISTANCE OF 214.71 FEET; THENCE SOUTH 86°52'40° EAST, A DISTANCE OF 164.34 FEET; THENCE SOUTH 49°54'33° EAST, A DISTANCE OF 300.62 FEET; THENCE SOUTH 35°45'49" EAST. A DISTANCE OF 498.00 FEET; THENCE SOUTH 88°00'20" 35°45'49" EAST, A DISTANCE OF 498.00 FEET; THENCE SOUTH 83°05'20" EAST, A DISTANCE OF 129.58 FEET; THENCE SOUTH 54°31'12" EAST, A DISTANCE OF 149.99 FEET; THENCE SOUTH 35°01'41" EAST, A DISTANCE OF 169.78 FEET; THENCE SOUTH 09°37'11" WEST, A DISTANCE OF 155.51 FEET; THENCE SOUTH 23°01'32" WEST, A DISTANCE OF 338.83 FEET; THENCE SOUTH 13°24'44" WEST, A DISTANCE OF 173.65 FEET; THENCE SOUTH 47°24'40" WEST, A DISTANCE OF 174.72 FEET; THENCE SOUTH 78°16'01" WEST, A DISTANCE OF 172.52 FEET; THENCE NORTH 75"25'33" WEST, A DISTANCE OF 201.38 FEET; THENCE NORTH 44°43'14" WEST, A

\*\* OFFICIAL BOOK 3067

RECORDS \*\* PAGE 1571

nlik-nii

A-5

\*\* OFFICI/ BOOK 3067 DISTANCE OF 188.35 FEET; THENCE NORTH 23°54'44" WEST, A DISTANCE OF 150.66 FEET; THENCE NORTH 61°54'08" WEST, A DISTANCE OF 173.80 FEET; THENCE NORTH 53°05'31" WEST, A DISTANCE OF THENCE NORTH 06°57'56" WEST, A DISTANCE OF 289.29 NORTH 37°38'20" WEST, A DISTANCE OF 193.62 FEET; NORTH 37°38'20" WEST, A DISTANCE OF 193.62 FEET; 391.62 FEET; AL FEET; THENCE 64°06'11" WEST, A DISTANCE OF 199.32 FEET; THENCE SOUTH 64°31'18-WEST, A DISTANCE OF 214.46 FEET; THENCE SOUTH 47°20'14" WEST, A RECORDS NORTH DISTANCE OF 90.11 FEET; THENCE SOUTH, A DISTANCE OF 107.84 FEET; THENCE SOUTH 29°18'08' EAST, A DISTANCE OF 146.02 FEET; THENCE SOUTH 02°37'35' EAST, A DISTANCE OF 425.33 FEET; THENCE SOUTH 38°34'17" WEST, A DISTANCE OF 131.29 FEET; THENCE NORTH 88°32'26" N 🛔 WEST, A DISTANCE OF 204.05 FEET; THENCE NORTH 49\*09'35" WEST, DISTANCE OF 202.66 FEET; THENCE NORTH 11º29'48" WEST, A DISTANCE OF 156.46 FEET; THENCE NORTH 50°11'40" WEST, A DISTANCE OF 152.22 FEET; THENCE SOUTH 68°11'55" WEST, A DISTANCE OF 146.94 THENCE SOUTH 32°50'42" WEST, A DISTANCE OF 122.18 FEET; FEET: THENCE SOUTH 32°50'42" WEST, A DISTANCE OF 122.18 FEET; THENCE SOUTH 17°05'05" WEST, A DISTANCE OF 610.33 FEET; THENCE S 03°08'03" E, A DISTANCE OF 110.67 FEET; THENCE SOUTH 34°24'23" WEST, A DISTANCE OF 261.35 FEET; THENCE SOUTH 01°41'35" EAST, A DISTANCE OF 263.88 FEET; THENCE SOUTH 12°12'57" EAST, A DISTANCE OF 128.95 FEET; THENCE SOUTH 31°56'41" WEST, A DISTANCE OF 130.15 FEET. THENCE SOUTH 31°26'52" EAST, A DISTANCE OF 156.35 FEET. FEET; THENCE SOUTH 21°26'52" EAST, A DISTANCE OF 150.15 THENCE SOUTH 11°01'24" WEST, A DISTANCE OF 101.93 FEET; THENCE NORTH 71º17'18" WEST, A DISTANCE OF 170.11 FEET; THENCE NORTH NORTH 71°17'18" WEST, A DISTANCE OF 170.11 FEET; THENCE NORTH 03°38'17" WEST, A DISTANCE OF 225.24 FEET; THENCE SOUTH 57°40'40" WEST, A DISTANCE OF 51.57 FEET; THENCE SOUTH 58°13'15" WEST, A DISTNACE OF 211.64 FEET; THENCE SOUTH 32°59'38" WEST, A DISTANCE OF 207.59 FEET; THENCE SOUTA 23°52'44" WEST, A DISTANCE OF 632.33 FEET; THENCE SOUTH 12°44'31" WEST, A DISTANCE OF 530.19 FEET; THENCE SOUTH 04°40'01" WEST, A DISTANCE OF 574.91 FET; THENCE THENCE SOUTH 04°40'01" WEST, A DISTANCE OF 574.91 FET; THENCE SOUTH 02°48'13" EAST, A DISTANCE OF 705.77 FEET TO THE NORTH LINE OF SECTION 10, THENCE SOUTH 00°38'50" EAST, A DISTANCE OF 1199.97 FEET; THENCE SOUTH 05°37'03" WEST, A DISTANCE OF 318.57 FEET; THENCE SOUTH 06°37'37" WEST, A DISTANCE OF 315.25 FEET; THENCE SOUTH 25°59'38" EAST, A DISTANCE OF 174.91 FEET; THENCE SOUTH 49°53'57" EAST, A DISTANCE OF 225.92 FEET; THENCE SOUTH 36°14'23" A DISTANCE OF 283.53 FEET; THENCE SOUTH 26°56'45" EAST, DISTANCE OF 174.91 FEET; THENCE NORTH 83.05'20" EAST, A DISTANCE OF 86.38 FEET; THENCE NORTH 68°44'58" EAST; A DISTANCE OF 50.19 FEET; THENCE SOUTH 47°00'34" EAST, A DISTANCE OF 104.80 FEET; THENCE SOUTH 15°44'24" EAST, A DISTANCE OF 287.32 FEET; THENCE SOUTH 64°20'08" EAST, A DISTANCE OF 99.49 FEET; THENCE SOUTH 35°02'31" EAST, A DISTANCE OF 122.20 FEET; THENCE SOUTH 25°04'03" EAST, A DISTANCE OF 266.81 FEET; THENCE SOUTH 23-U4-U3-DISTANCE OF 502.75 FEET; THENCE SOUTH 79°32'11" EAST, A DISTANCE OF 293.33 FEET; THENCE SOUTH 73°25'45" EAST, A DISTANCE OF 277.91 FEET; THENCE SOUTH 66°06'28" EAST, A DISTANCE OF 638.12 FEET; THENCE SOUTH 23005'42" FIGT & DISTANCE OF 314 25 FEET; SOUTH 22005'42" EAST, A DISTANCE OF 314.25 SOUTH 63°08'57 EAST, A DISTANCE OF 233.02 FEET; FEET; THENCE THENCE SOUTH

•

A-6

191-011

1997 - N

85°23'12" EAST, A DISTANCE OF 452.33 FEET; THENCE NORTH 84°56'54" EAST, A DISTANCE OF 236.10 FEET; THENCE SOUTH 87°55'03" EAST, A DISTANCE OF 71.51 FEET; THENCE SOUTH 79°10'37" EAST, A DISTANCE A OF SAID SECTION 10. THENCE S 89448/28 F A DISTANCE OF 88.22 FEET; THENCE S 89.95 FEET; THENCE SOUTH 45°00'00" EAST, A DISTANCE OF 75.34 FEET; THENCE SOUTH 57°18'29" EAST, A DISTANCE OF 103.44 FEET; THENCE SOUTH 41°51'37" EAST, A DISTANCE OF 218.07 FEET; THENCE S.59°41'00"E, A DISTANCE OF 177.61 FEET; THENCE S 72°21'00" E, A DISTANCE OF 269.98 FEET; THENCE S 80°02'23" E, A DISTANCE OF 270.44 FEET; THENCE S 80°40'35" E, A DISTANCE OF 88.22 FEET; THENCE S 89°23'31" E, A DISTANCE OF 73.36 FEET TO THE EAST LINE OF SAID SECTION 10. THENCE S 89°44'28" F A DISTANCE OF 542.52 DISTANCE OF SAID SECTION 10; THENCE S 89°48'28" E, A DISTANCE OF 542.53 FEET; THENCE N 67°20'53" E, A DISTANCE OF 178.81 FEET; THENCE N 01°56'29" W, A DISTANCE OF 306.82 FEET; THENCE N 20°57'21" E, A O1°56'29" W, A DISTANCE OF 306.82 FEET; THENCE N 20°57'21" E, A DISTANCE OF 130.79 FEET; THENCE N 76°45'34" E, A DISTANCE OF 136.15 FEET; THENCE N 78°51'26" E, A DISTANCE OF 87.40 FEET; THENCE N 35°54'00" E, A DISTANCE OF 214.94 FEET; THENCE N 71° '02'31" E, DISTANCE OF 179.98 FEET; THENCE N.84°36'17"E., A DIS-TANCE OF 234.92 FEET; THENCE N.87°32'14"E., A DISTANCE OF 120.95 FEET; THENCE S.83°08'47"E., A DISTANCE OF 272.21 FEET; THENCE N.86°33'28"E., A DISTANCE OF 346.25 FEET; THENCE N.64°17'57"E., A DISTANCE OF 269.65 FEET; THENCE N.41°25'30"E., A DISTANCE OF 48.62 FEET; THENCE N.44°49'19"E., A DISTANCE OF 206.89 FEET; THENCE N.70°27'48"E.. A DISTANCE OF 170.96 FEET; THENCE THENCE N.70°27'48\*E., A DISTANCE OF 170.96 FEET; THENCE S.74°03'17\*E., A DISTANCE OF 208.10 FEET; THENCE S.46°05'41\*E.7 A S.74°03'17"E., A DISTANCE OF 208.10 FEET; THENCE S.46°05'41"E.7 A DISTANCE OF 144.27 FEET; THENCE S.77°54'19"E., A DISTANCE OF 130.23 FEET; THENCE N.79°07'19"E., A DISTANCE OF 371.79 FEET; THENCE S.48°08'49"E., A DISTANCE OF 131.28 FEET; THENCE S.21°57'36"E., A DISTANCE OF 114.91 FEET; THENCE S.14°16'51"E., A DISTANCE OF 156.28 FEET; THENCE N.81°18'49"E., A DISTANCE OF 94.64 FEET; THENCE S.74°30'25"E., A DISTANCE OF 41.62 FEET; THENCE S.70°59'12"E., A DISTANCE OF 89.51 FEET; THENCE N.15°48'31"E., A DISTANCE OF 224.17 FEET; THENCE N.02°40'19"E., A DISTANCE OF 195.11 FEET; THENCE N.19°02'17"E., A DISTANCE OF N.15°48'31'E., A DISTANCE OF 224.17 FEET; THENCE N.02°40'19'E., A DISTANCE OF 195.11 FEET; THENCE N.19°02'17'E., A DISTANCE OF 195.18 FEET; THENCE N.50°44'07'E., A DISTANCE OF 211.46 FEET; THENCE N.02°29'22'E., A DISTANCE OF 119.65 FEET; THENCE N.26°33'54'W., A DISTANCE OF 200.47 FEET; THENCE N.01°07'44'E., A DISTANCE OF 263.82 FEET; THENCE N.18°59'48'E., A DISTANCE OF 167.65 FEET; THENCE N.54°57'29'E., A DISTANCE OF 122.20 FEET; THENCE N.71°33'54'E., A DISTANCE OF 250.64 FEET; THENCE N.63°37'18'E., A DISTANCE OF 178.39 FEET; THENCE N.45°41'25'E., A DISTANCE OF 228.79 FEET; THENCE N.05°57'26'E... A DISTANCE OF DISTANCE OF 228.79 FEET; THENCE N.05°57'26"E., A DISTANCE OF 150.23 FEET; THENCE N.34°22'49"W., A DISTANCE OF 149.56 FEET; THENCE N.34°00'07"E., A DISTANCE OF 254.88 FEET; THENCE N.32°47'37"E., A DISTANCE OF 230.30 FEET; THENCE N.14°34'27"E., A DISTANCE OF 268.51 FEET; THENCE N.12°31'44"W., A DISTANCE OF 167.71 FEET; THENCE N.35°33'53"W., A DISTANCE OF 319.46 FEET; THENCE N.68°46'35"W., A DISTANCE OF 143.57 FEET; THENCE N.68°46'35"W., A DISTANCE OF 143.57 FEET; THENCE N.83022'45 W:, A DISTANCE OF 439.51 FEET; THENCE S.74055'53 W., A DISTANCE OF 104.96 FEET; THENCE S.62°28'05 W., A DISTANCE OF

. .

. .

\*\* OFFICI/ BOOK 3067

IAL

RECORDS \*\* PAGE 1573

NOFIL

A-7

137.74 FEET; THENCE S.54°57'29"W., A DISTANCE OF 122.20 FEET; THENCE S.66°33'07"W., A DISTANCE OF 238.72 FEET; THENCE S.40°55'01"W., A DISTANCE OF 147.69 FEET; THENCE S.62°04'29"W., A DISTANCE OF 80.45 FEET; THENCE S.78°56'33"W., A DISTANCE OF 304.89 FEET; THENCE N.53°50'31"W., A DISTANCE OF 251.05 FEET; THENCE N.30°04'07"W., A DISTANCE OF 285.26 FEET; THENCE N.03°44'35"W., A DISTANCE OF 278.65 FEET; THENCE N.20°28'49"E., A DISTANCE OF 230.24 FEET; THENCE N.65°48'24"E., A DISTANCE OF 196.57 FEET; THENCE N.78°04'45"E., A DISTANCE OF 239.03 FEET; THENCE N.50°13'22"E., A DISTANCE OF 199.36 FEET; THENCE N.51°05'13"E., A DISTANCE OF 215.93 FEET; THENCE N.66°33'40"E., A DISTANCE OF 73.32 FEET; THENCE S.88°05'27"E., A DISTANCE OF 117.00 FEET; THENCE S.88°23'38"E., A DISTANCE OF 139.08 FEFT; THENCE N.94°17'22"E., A DISTANCE OF 104.46 FEET; THENCE N.75°57'50"E., A DISTANCE OF 64.29 FEET; THENCE N.48°39'32"E., A DISTANCE OF 103.68 FEET TO THE NORTH LINE OF SAID. SECTION 11; 103.68 FEET TO THE NORTH LINE OF SAID. SECTION THENCE N.57°09'08'E., A DISTANCE OF 130.05 FEET; THENCE N.78°00'40'E., A DISTANCE OF 130.05 FEET; THENCE DISTANCE OF 192.58 FEET; THENCE N.70°51'37"E., A DISTANCE OF 206.10 FEET TO THE EAST LINE OF SAID SECTION '2; THENCE N 72°15'27"E. 206.10 FEET TO THE EAST LINE OF SAID SECTION -2; THENCE N.72°15'37"E., A DISTANCE OF 208.93 FEET; THENCE N.31°56'41"E., A. DISTANCE OF 130.15 FEET; THENCE N.18°55'29"E., A DISTANCE OF 144.23 FEET; THENCE N.49°28'30"E., A DISTANCE OF 105.98 FEET; THENCE N.88°04'10"E., A DISTANCE OF 115.71 FEET; THENCE S.81°52'12"E., A DISTANCE OF 147.00 FEET; THENCE S.60°58'51"E., A DISTANCE OF 203.56 FEET; THENCE N.79°54'09"E., A DISTANCE OF 96.34 FEET: THENCE N.40°01'49"F. A DISTANCE OF 84.85 FEET. THENCE THENCE N.40°01'49'E., A DISTANCE OF 84.85 FEET; THENCE FEET; THENCE N.40°01'49"E., A DISTANCE OF 64.85 FEET; THENCE N.21°35'20"E., A DISTANCE OF 141.15 FEET; THENCE N.59°53'55"E., A DISTANCE OF 103.63 FEET; THENCE S.75°04'07"E., A DISTANCE OF 100.86 FEET; THENCE S.34°08'09"E., A DISTANCE OF 92.62 FEET; THENCE S.87°13'47"E., A DISTANCE OF 80.65 FEET; THENCE N.61°31'33"E., A DISTANCE OF 87.21 FEET; THENCE N.06°48'05"E., A DISTANCE OF 142 63 FEET: THENCE N.24°08'44"E., A DISTANCE OF 82.59 N.61°31'33"E., A DISTANCE OF 87.21 FEET; THENCE N.06°48'05"E., A DISTANCE OF 142.63 FEET; THENCE N.24°08'44"E., A DISTANCE OF 82.59 FEET; THENCE N.62°09'09"E., A DISTANCE OF 77.88 FEET; THENCE DISTANCE OF 107.53 FEET; THENCE NORTH 12°05'41"EAST, A DISTANCE OF 93.02 FEET; THENCE N.02°43'35"W., A DISTANCE OF 81.95 FEET; THENCE N.40°47'41"E., A DISTANCE OF 125.29 FEET; THENCE DISTANCE OF 212.36 FEET; THENCE N.83°12'40"E., A DISTANCE OF 54.96 FEET; THENCE N.48°12'07"E., A DISTANCE OF 263.18 FEET; N.17°52'07"W., A DISTANCE OF 457.34 FEET; THENCE N.01°26'28"W., A 54.96 FEET; THENCE N.48°12'07"E., A DISTANCE OF 263.18 FEET; THENCE N.03°10'47"E., A DISTANCE OF 117.12 FEET; THENCE N.17°52'07"W., A DISTANCE OF 457.34 FEET; THENCE N.01°26'28"W., A DISTANCE OF 206.66 FEET; THENCE N.30°47'36"E., A DISTANCE OF 149.74 FEET; THENCE S.44°18'15"E., A DISTANCE OF 226.95 FEET; THENCE S.13°52'11"E., A DISTANCE OF 216.81 FEET; THENCE S.45°18'35"E., A DISTANCE OF 169.97 FEET; THENCE S.71°50'26"E., A DISTANCE OF 170.93 FEET; THENCE N.88°10'02"E., A DISTANCE OF 162.50 FEET: THENCE N.69°01'13"E., A DISTANCE OF 185.08 FEET; 162.50 FEET; THENCE N.69°01'13"E., A DISTANCE OF 185.08 FEET;

\*\* OFFICIAL BOOK aner

RECORDS \*\* PAGE 1574

**e** - 1

A-8

THENCE N.44°31'01°E., A DISTANCE OF 544.85 FEET; THENCE N.36°28'44°E., A DISTANCE OF 266.63 FEET; THENCE N.13°48'27°E., A DISTANCE OF 157.88 FEET; THENCE N.27°33'10°W., A DISTANCE OF 134.83 FEET; THENCE N.84°37'44°W., A DISTANCE OF 152.69. FEET; THENCE N.69°40'37°W., A DISTANCE OF 112.23 FEET; THENCE N.29°48'17°W., A DISTANCE OF 154.23 FEET; THENCE N.04°52'26°E., A DISTANCE OF 168 22 FEFT; THENCE N.29°11'09°E., A DISTANCE OF N.29°48'17'W., A DISTANCE OF 154.23 FEET; THENCE N.04°52'26"E., A DISTANCE OF 168.22 FEET; THENCE N.29°11'09"E., A DISTANCE OF 165.20 FEET; THENCE N.32°28'16"E., A DISTANCE OF 135.53 FEET; THENCE N.77°28'16"E., A DISTANCE OF 131.77 FEET; THENCE S.30°52'20"E., A DISTANCE OF 139.27 FEET; THENCE S.00°49'06"W., A DISTANCE OF 272.89 FEET; THENCE S.38°50'27"E., A DISTANCE OF 128.45 FEET; THENCE S.85°07'34"E., A DISTANCE OF 168.22 FEET; THENCE N.48°48'51"E., A DISTANCE OF 151.93 FEET; THENCE N.17°16'53"E., A DISTANCE OF 244.94 FEET; THENCE N.11°57'07"E., A DISTANCE OF 181.95 FEET; THENCE N.15°40'05"W., A DISTANCE OF THENCE N.48°48'51'E., A DISTANCE OF LARNE N.11°57'07"E., A N.17°16'53"E., A DISTANCE OF 244.94 FEET; THENCE N.11°57'07"E., A DISTANCE OF 181.95 FEET; THENCE N.15°40'05"W., A DISTANCE OF 110.66 FEET; THENCE N.58°02'31"W., A DISTANCE OF 166.93 FEET; THENCE N.82°17'33"W., A DISTANCE OF 174.39 FEET; THENCE N.87°17'42"W., A DISTANCE OF 165.20 FEET; THENCE N.52°04'00"W., A DISTANCE OF 112.02 FEET; THENCE N.24°55'43"W., A DISTANCE OF 101.73 FEET; THENCE N.22°42'52°E., A DISTANCE OF 121.14 FEET; THENCE N.45°00'00"E., A DISTANCE OF 53.29 FEET; THENCE S.70°14'46"E., A DISTANCE OF 249.88 FEET; THENCE N.86°33'59"E., A DISTANCE OF 65.08 FEET; THENCE N.63°10'41"E., A DISTANCE OF 129.58 FEET; THENCE N.14°31'00"E., A DISTANCE OF 150.32 FEET; THENCE N.01°04'27"W., A DISTANCE OF 207.93 FEET; THENCE N.29°49'12"E., A DISTANCE OF 122.81 FEET; THENCE N.62°12'34"E., A DISTANCE OF 108.69 FEET; THENCE S.68°19'04"E., A DISTANCE OF N.29°49'12"E., A DISTANCE OF 122.81 FEET; THENCE N.62°12'34"E., A DISTANCE OF 108.69 FEET; THENCE S.68°19'04"E., A DISTANCE OF 116.06 FEET; THENCE S.35°01'20"E., A DISTANCE OF 201.50 FEET; THENCE N.39°26'24"E., A DISTANCE OF 312.93 FEET; THENCE N.29°37'31"E., A DISTANCE OF 772.77 FEET; THENCE N.20°35'53"E., A DISTANCE OF 206.82 FEET; THENCE N.10°17'52"W., A DISTANCE OF 165.99 FEET TO THE NORTH LINE OF SAID SECTION 1; THENCE N.88°04'44"E., ALONG THE NORTH LINE OF SAID SECTION 1; DISTANCE S.03°16'13"W., ALONG THE EAST LINE OF SAID SECTION 1; A DISTANCE OF 2729.98 FEET TO THE EAST 1/4 CORNER OF SAID SECTION 1; THENCE OF 2729.98 FEET TO THE EAST 1/4 CORNER OF SAID SECTION 1; THENCE OF 2729.98 FEET TO THE EAST 1/4 CORNER OF SAID SECTION 1; THENCE S.03°17'28"W., CONTINUING ALONG SAID EAST LINE, A DISTANCE OF 2738.78 FEET TO THE S.E. CORNER OF SAID SECTION 1; THENCE N.88°54'29"W., ALONG THE SOUTH LINE OF SAID SECTION 1; A DISTANCE OF 2709.77 FEET TO THE NORTH 1/4 CORNER OF SAID SECTION 12; THENCE S.02°31'05"W., A DISTANCE OF 5338.94 FEET TO THE SOUTH 1/4 CORNER OF SAID SECTION 12; THENCE S.00°46'16"W., A DISTANCE OF 664.02 FEET; THENCE N.89°40'38"E., A DISTANCE OF 1120.00 FEET TO THE WESTERLY BOUNDARY OF THE MYAKKA RIVER: THENCE ALONG SAID THE WESTERLY BOUNDARY OF THE MYAKKA RIVER; THENCE ALONG SAID BOUNDARY, THE FOLLOWING COURSES AND DISTANCES; THENCE BOUNDARY, THE FOLLOWING COURSES AND DISTANCES; THENCE S.15°45'09"E., A DISTANCE OF 100.69 FEET; THENCE S.36°43'58"E., A DISTANCE OF 108.62 FEET; THENCE S.08°54'54"E., A DISTANCE OF 134.15 FEET; THENCE S.23°26'53"W., A DISTANCE OF 117.55 FEET; THENCE S.06°24'39"W., A DISTANCE OF 116.37 FEET; THENCE

1.7

. .

\*\* OFFICIAL BOOK 3067

RECORDS \*\* PAGE 1575

A-9

S.15°36'40°E., A DISTANCE OF 91.74 FEET; THENCE S.17°29'45°E., A DISTANCE OF 125.34 FEET; THENCE S.08°19'32°E., A DISTANCE OF 107.68 FEET; THENCE S.27°14'30°W., A DISTANCE OF 147.60 FEET; S.30°25'01°W., A DISTANCE OF 233.54 FEET; THENCE S.46°18'07'W., A DISTANCE OF 161.74 FEET; THENCE S.83°09'26'W., A DISTANCE OF 130.87 FEET; THENCE N.82°20'00°W., A DISTANCE OF 136.35 FEET; THENCE N.87°04'30'W., A DISTANCE OF 178.24 FEET; THENCE S.60°46'02'W., A DISTANCE OF 162.30 FEET; THENCE S.25°01'01'W., A DISTANCE OF 215.08 FEET; THENCE S.10°01'34'W., A DISTANCE OF DISTANCE OF 215.08 FEET; THENCE S.10°01'34'W., A DISTANCE OF THENCE 'N.87°04'30'W., A DISTANCE OF 92.48 FEET TO THE SOUTH LINE OF THE NORTH 1/2 OF SAID SECTION 13; THENCE S.89°32'22'W., ALONG CORNER OF SAID SECTION 14; THENCE S.89°14'09'W., A DISTANCE OF 7550.22 FEET TO THE EAST 1/4 CORNER OF 93AID SECTION 15; THENCE OF SAID SOUTH LINE, A DISTANCE OF 186.16'95'W., A DISTANCE OF 78.40'956'33'W., A DISTANCE OF 186.00 FEET TO THE EAST 1/4 CORNER OF SAID SECTION 14; THENCE S.78'14'09'W., A DISTANCE OF 78.40 SECTION 16; THENCE S.01°04'14'W., ALONG THE EAST LINE OF SAID SECTION 16, THENCE S.01°04'14'W., ALONG THE EAST LINE OF SAID SECTION 16, THENCE S.01°04'14'W., ALONG THE EAST LINE OF SAID SECTION 16, A DISTANCE OF 186.00 FEET; THENCE S.68\*00'32'W., A DISTANCE OF 59.05 FEET; THENCE S.78'17'15'W., A DISTANCE OF 74.05'33'U., A DISTANCE OF 189.85 FEET; THENCE S.68\*00'32'W., A DISTANCE OF 520.05 FEET; THENCE OF 63.79 FEET; THENCE N.42'44'44'W., A DISTANCE OF 116.77 FEET; THENCE N. 50'02'50'W. 48.29 FET; THENCE N.70'4'12'W., A DISTANCE OF 380.49 FEET; THENCE N.42'44'44'W., A DISTANCE OF 116.77 FEET; THENCE N. 16'23'22'W., A DISTANCE OF 105.80 FEET; THENCE S.57'47'14'W., A 48.29 FET; THENCE S.53'24'00'W., A DISTANCE OF 33.75 FEET; THENCE S.48'01'55'W., A DISTANCE OF 304.4'00'W., A DISTANCE OF 75.4.05 FEET; THENCE S.53'24'00'W., A DISTANCE OF 353.75 FEET; THENCE S.48'3'3'14'W., A DISTANCE OF 116.75 FEET; THENCE S.57'47'14'W., A 45'4.16'FEET; THENCE S.53'24'0'W., A DISTANCE \*\* OFFI BOOK 30

FFICIAL 3067

RECORDS PAGE 157

6.

1

÷

PARCEL CONTAINS 2971.5 ACRES, MORE OR LESS.

SUBJECT TO: EASEMENTS, RESTRICTION, AND RIGHT-OF-WAYS OF RECORD, IF ANY.

A-10

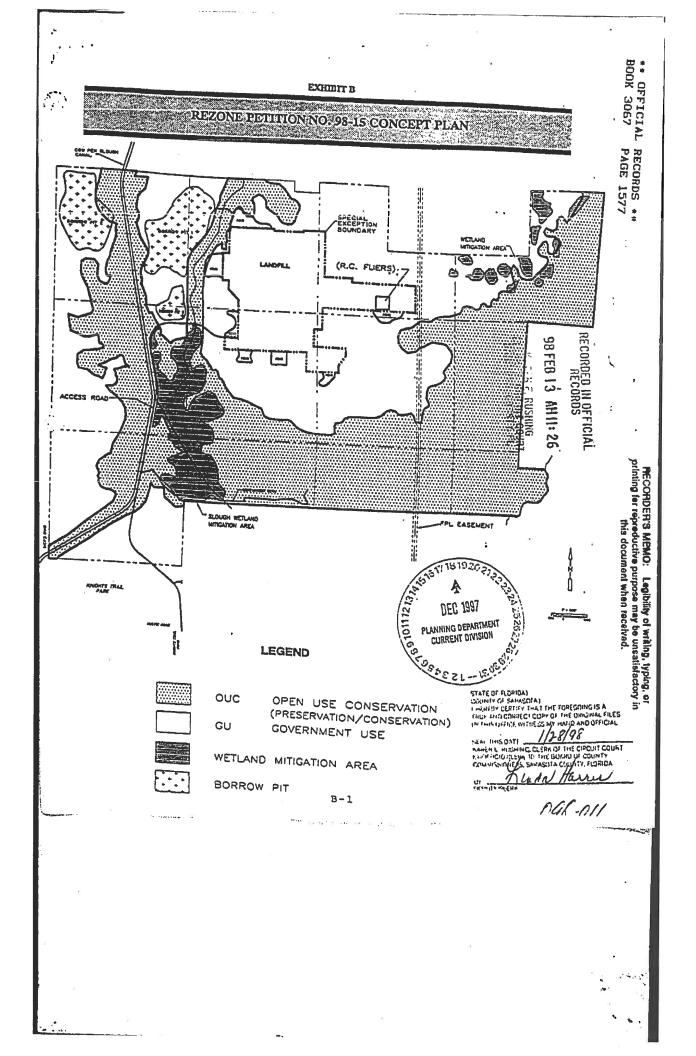


Exhibit B Private Entity Easements Required for Phase 3B Project This instrument prepared by and return to Steven R. Medendorp, Esq. Manson Bolves Donaldson & Varn, P.A. 109 N. Brush Street, Suite 300 Tampa, FL 33602

#### **TEMPORARY CONSTRUCTION EASEMENT**

THIS TEMPORARY CONSTRUCTION EASEMENT (the "Temporary Construction Easement"), is made and entered into this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 2018, by and between KEVIN HOUGHTALING, ("Grantor"), whose address is 9690 Clark Road, Sarasota, Florida 34241, to PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY, an interlocal government entity of the State of Florida ("Grantee"), whose address is 9415 Town Center Parkway, Lakewood Ranch, Florida 34202.

#### **<u>RECITALS</u>**:

WHEREAS, Grantee desires to construct, install, operate, maintain, replace, inspect, patrol, test, repair, relocate, replace, remove and upgrade an underground pipeline for the purpose of transporting water over, across, through and under certain lands (the "Waterline"), along with the installation of appurtenant above-ground and below-ground pipes, valves and equipment (collectively the "Facilities"), to be located within the Easement Property (as defined below).

WHEREAS, Grantee has requested and Grantor has agreed to grant an exclusive temporary construction easement to Grantee on the Temporary Construction Property (as defined below), to construct and install the above-mentioned Waterline and Facilities on the terms set forth herein.

NOW, THEREFORE, in consideration of the above recitals, and the sum of Ten Dollars and No/100 Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledge by Grantor, the parties agree as follows:

1. Grantor has the right, title and interest to an ingress/egress easement over certain lands owned by Sarasota County and does hereby grant unto Grantee, its successors and assigns, exclusive temporary construction easement and staging area over, above, across, through and under the as-described property Grantor's property located in Sarasota County, Florida, more particularly described on Exhibit "A", attached hereto and incorporated herein (the "Temporary Construction Property"), for the purpose of constructing and installing the Waterline and Facilities over, above, across, through and under certain lands, which easement rights shall extend to Grantee's agents, employees, licensees or such other persons or entities as Grantee deems necessary. Such construction activities included, but are not limited to, providing vehicular, equipment, and pedestrian access to the Waterline and Facilities as well as excavating, storing

material and equipment, and removing vegetation, structures or fences on the Temporary Construction Property. Notwithstanding the foregoing, if Grantee removes any vegetation or structures from the Temporary Construction Property, Grantee shall permanently remove the dispose of same (if they are not otherwise reinstalled by Grantee), from the Temporary Construction Property. Any excavated materials, the volume of which is substituted by any pipeline and supporting fill material constructed on the Temporary Construction Property, that is not used within the Waterline and Facilities shall also be permanently removed by Grantee from the Temporary Construction Property by the expiration of this Temporary Construction Easement. In addition:

a) Any area disturbed as a result of the installation of new pipe shall be cleared;

b) During construction activity, Grantee shall have the right to construct, relocate, maintain and replace fencing on the Temporary Construction Property. Any fencing that is not reinstalled shall be permanently removed by Grantee;

c) During construction activity, any roadways damaged as a result of the delivery of materials and equipment, and hauling of material shall be the sole responsibility of Grantee to repair and/or restore to pre-existing roadway conditions, or better;

d) During construction activity, Grantee shall not unreasonably restrict ingress or egress to Grantor's property abutting the Temporary Construction Property and shall use its best efforts to provide reasonable ingress and egress across the Temporary Construction Property for the use of Grantor. Notwithstanding the foregoing, Grantee shall be permitted to restrict (but not deny), ingress and egress to property abutting the Temporary Construction Property for safety purposes only in Grantee's reasonable discretion during construction activity. Recognizing that the location of the ingress and egress across the Temporary Construction Property may change due to construction activities and safety issues during the term of this Temporary Construction Easement, Grantor shall contact Grantee to determine the location of the ingress and egress across the Temporary Construction Property; and

e) After completion of construction activity, Grantee will remove all construction equipment and unused materials and will re-seed the Temporary Construction Property and other areas until a healthy stand of grass is rooted and established, if any, disturbed by the construction operations of Grantee. Subject to Grantee's rights hereunder and to the extent not inconsistent therewith, Grantee will restore the surface of all disturbed areas of the Temporary Construction Property to pre-construction elevations, contours, grades, and condition, as the continued function and utility of the Temporary Construction Property

2. This is a temporary, exclusive easement. The grant herein made shall begin and commence on the date executed below (the "Effective Date"). The grant herein made shall cease and terminate, and all right, title and interest hereby conveyed shall revert to Grantor or its successors and assigns, upon the earlier of: (i) three (3) years from the Effective Date; or (ii) the recording of a Certificate of Completion of the construction of the Waterline and Facilities by Grantee.

3. Grantor represents to Grantee that the Temporary Construction Property is not leased, rented or occupied by any lessee or tenant to any party other than Sarasota County.

4. Grantee agrees to indemnify and hold Grantor harmless from any claim or loss which is caused solely by the gross negligence or intentional misconduct of Grantee, its agents, representatives, employees or invitees in its use of the Temporary Construction Property. Nothing in this Temporary Construction Easement is intended or is to be construed as a waiver of sovereign immunity as provided to Grantee under Section 768.28, *Florida Statutes*, or as otherwise provided by law. Grantor agrees to indemnify and hold harmless Grantee from any claim or loss arising out of Grantor's use of the Easement Property.

5. In the event of a dispute between the parties hereto relating to this Temporary Construction Easement, the prevailing party shall be entitled to recover its reasonable attorneys' fees, paralegal fees and costs incurred from the date of the dispute through any appeals, bankruptcy proceeding, or to collect or enforce any judgment.

6. The provisions of the Temporary Construction Easement shall run with the Temporary Construction Property and shall bind and inure to the benefit of Grantor, Grantee and their respective heirs, successors, legal representatives and assigns.

7. The above recitals are true, correct, and incorporated herein.

8. Grantor and Grantee each knowingly, voluntarily and intentionally waive any right to which either of them may have to a trial by jury with respect to any litigation or legal proceeding based upon or arising directly, indirectly, or otherwise in connection with, out of, related to, or from this Temporary Construction Easement.

9. This Temporary Construction Easement incorporates and describes all of the grants, undertakings, conditions, and consideration of the parties with respect to the Temporary Construction Easement. Grantor, in executing and delivering this Temporary Construction Easement, represents that Grantor has not relied upon any promises, expressly set forth herein.

3

10. This Temporary Construction Easement may be executed in counterparts, all of which together shall constitute a single document.

| IN WITNESS WHEREOF,<br>day of   | , the parties have executed this Agreen , 2018. | ment this       |
|---|---|-----------------|
|   | GRANTOR:  |                 |
| Signed, sealed and delivered  |   |                 |
| in the presence of:   | KEVIN HOUGHTALING                               |                 |
|   | By:   | -               |
| Printed Name:   |   |                 |
|   | Address:  | -               |
| Printed Name:   |   | _               |
| STATE OF FLORIDA  |   |                 |
| COUNTY OF   | -   |                 |
| The foregoing was acknowledged before me  |   | 2018, by who is |
| , as, personally known to me; or produced a drive Vehicles as identification; or produced the for | · · ·   | t of Motor      |
| ,,,,,   |   |                 |

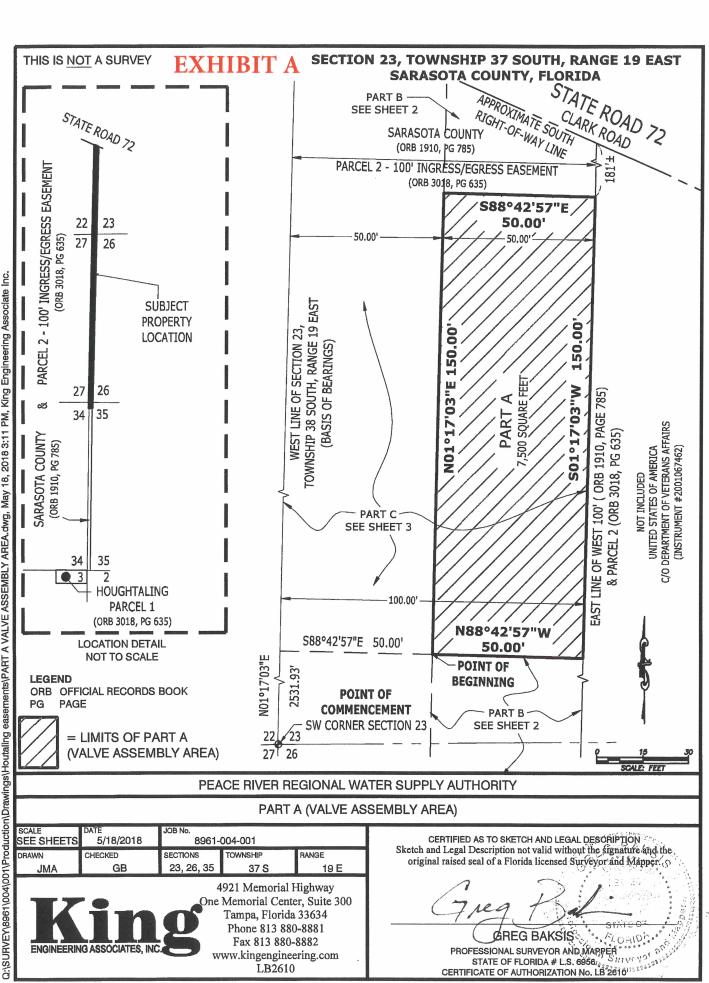
Notary Public

Printed Name:

My Commission Expires:

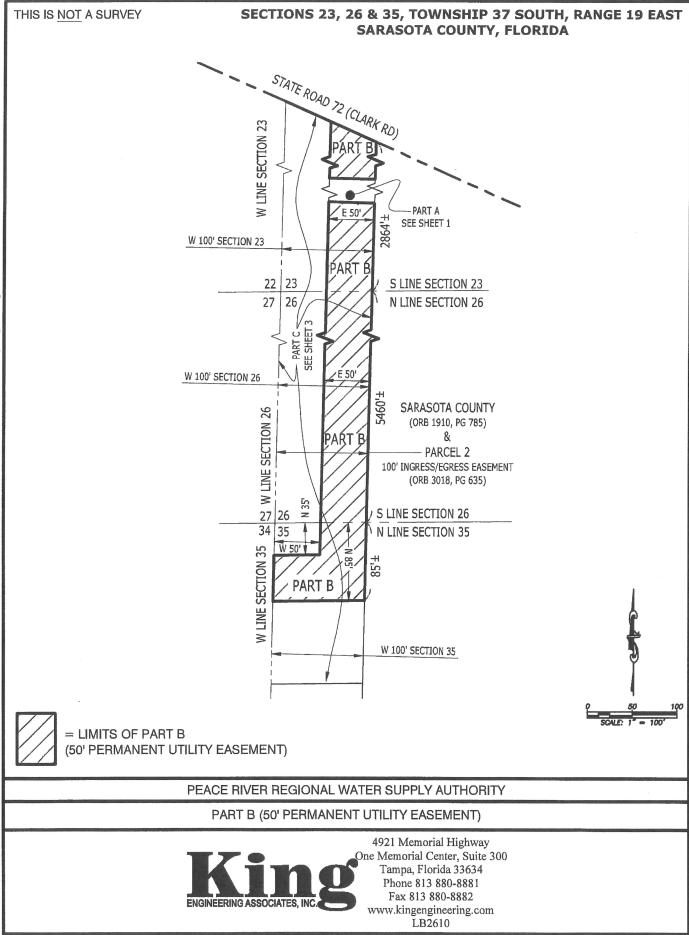
My Commission No: \_\_\_\_\_

| WITNESSES:  | <b>GRANTEE:</b>   |
|---|---|
| Signed, sealed and delivered  | PEACE RIVER MANASOTA REGIONAL   |
| n the presence of:  | WATER SUPPLY AUTHORITY, an interlocal   |
|   | governmental entity of the State of Florida   |
| Signature)  | (Signature)   |
| Jame:   | Name:   |
|   | Title:  |
| Signature)  | Address:  |
| Name:   |   |
|   |   |
|   | Approved as to form:  |
|   | Douglas P. Manson, Esq.   |
|   | General Counsel   |
| STATE OF FLORIDA  |   |
|   | lged before me this day of, 2018, by  |
| RIVER MANASOTA REGI<br>interlocal governmental entity<br>a driver's license issued by | , as of the PEACE<br>IONAL WATER SUPPLY AUTHORITY (the "Authority"), an<br>of the State of Florida, who is personally known to me; or produced<br>the Florida Department of Motor Vehicles as identification; or<br>fication: |
|   |   |
|   | Notary Public   |
|   | Name (Printed):   |
| My Commission Expires:  |   |
| My Commission No.:  |   |



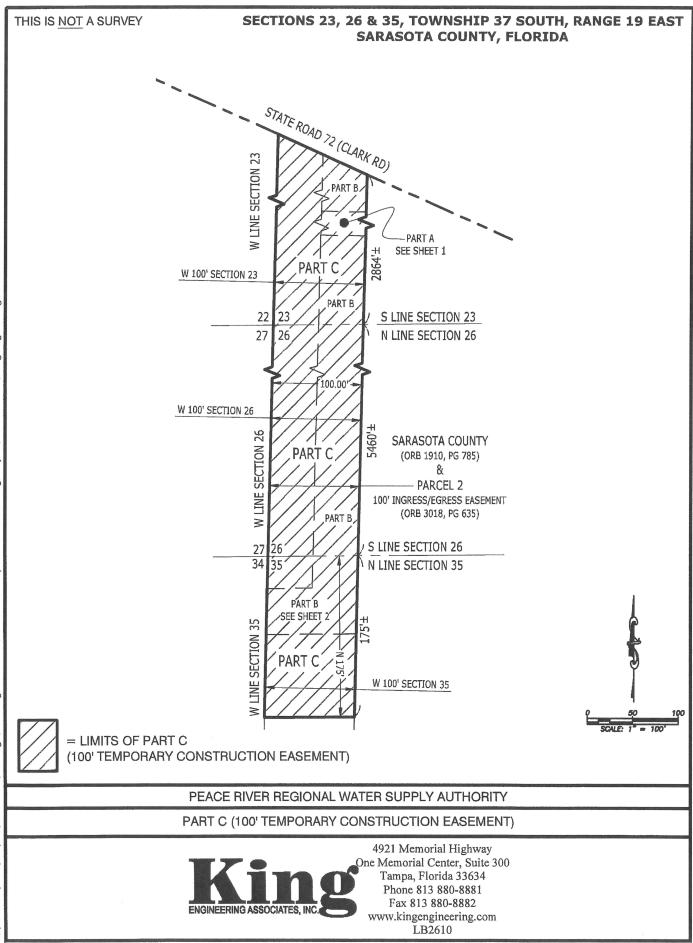
0:\SURVEY\8961\004\Doduction\Drawings\Houtaling easements\PART A VALVE ASSEMBLY AREA.dwg, May 18, 2018 3:11 PM, King Engineering Associate

Sheet 01 of 05



Q:\SURVEY\8961\004\001\Production\Drawings\Houtaling easements\PART B 50FT Pipeline easement.dwg, May 18, 2018 3:12 PM, King Engineering Associate Inc.

Sheet 02 of 05



C:\SURVEY\8961\004\001\Production\Drawings\Houtaling easements\PART B 50FT Pipeline easement.dwg, May 18, 2018 3:12 PM, King Engineering Associate Inc.

Sheet 03 of 05

# **LEGAL DESCRIPTION:** (BY KING ENGINEERING)

PART A (VALVE ASSEMBLY AREA)

A PARCEL OF LAND LYING IN SECTION 23, TOWNSHIP 37 SOUTH, RANGE 19 EAST, SARASOTA COUNTY, FLORIDA, BEING A PORTION OF THE WEST 100 FEET OF THAT PART OF SECTION 23 LYING SOUTH OF STATE ROAD 72 AS RECORDED IN OFFICIAL RECORDS BOOK 1910, PAGE 785, SAME BEING A PORTION OF PARCEL 2 AS RECORDED IN OFFICIAL RECORDS BOOK 3018, PAGE 635, BOTH OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 23, TOWNSHIP 37 SOUTH, RANGE 19 EAST; THENCE N01°17'03"E ALONG THE WEST LINE OF SAID SECTION 23, A DISTANCE OF 2,531.93 FEET; THENCE, LEAVING SAID WEST LINE, S88°42'57"E, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING; THENCE N01°17'03"E ALONG A LINE 50.00 FEET EAST OF AND PARALLEL WITH SAID WEST LINE, A DISTANCE OF 150.00 FEET; THENCE S88°42'57"E, A DISTANCE OF 50.00 FEET TO THE EAST LINE OF THE WEST 100.00 FEET OF THAT PART OF SAID SECTION 23 LYING SOUTH OF STATE ROAD 72 AS RECORDED IN OFFICIAL RECORDS BOOK 1910, PAGE 785, SAME BEING THE EAST LINE OF PARCEL 2 AS RECORDED IN OFFICIAL RECORDS BOOK 3018, PAGE 635, BOTH OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE S01°17'03"W ALONG SAID EAST LINE, A DISTANCE OF 150.00 FEET; THENCE, LEAVING SAID EAST LINE, N88°42'57"W, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 7,500 SQUARE FEET.

PART B (50' PERMANENT UTILITY EASEMENT)

A PARCEL OF LAND LYING IN SECTIONS 23, 26 AND 35, TOWNSHIP 37 SOUTH, RANGE 19 EAST, SARASOTA COUNTY, FLORIDA, BEING A PORTION OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1910, PAGE 785, SAME BEING A PORTION OF PARCEL 2 AS DESCRIBED IN OFFICIAL RECORDS BOOK 3018, PAGE 635, BOTH OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE EAST 50.00 FEET OF THE WEST 100.00 FEET OF THAT PART OF SECTION 23, TOWNSHIP 37 SOUTH, RANGE 19 EAST, LYING SOUTH OF STATE ROAD 72 (CLARK ROAD).

LESS AND EXCEPT PART A AS DESCRIBED ABOVE.

TOGETHER WITH:

THE EAST 50.00 FEET OF THE WEST 100.00 FEET OF SECTION 26, TOWNSHIP 37 SOUTH, RANGE 19 EAST.

TOGETHER WITH:

THE NORTH 85.00 FEET OF THE WEST 100.00 FEET OF SECTION 35, TOWNSHIP 37 SOUTH RANGE 19 EAST. LESS THE NORTH 35.00 FEET OF THE WEST 50.00 FEET THEREOF.

CONTAINING 9.548 ACRES.

(CONTINUED ON NEXT SHEET)

PEACE RIVER REGIONAL WATER SUPPLY AUTHORITY

PART A (VALVE ASSEMBLY AREA) & PART B (50' PERMANENT UTILITY EASEMENT) DESCRIPTIONS



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

King Engineering Associate 2018 3:12 PM, 2:\SURVEY\8961\004\001\Production\Drawings\Houtaling easements\PART B 50FT Pipeline easement.dwg, May 18,

ы С

# **LEGAL DESCRIPTION:** (BY KING ENGINEERING)

PART C (100' TEMPORARY CONSTRUCTION EASEMENT)

A PARCEL OF LAND LYING IN SECTIONS 23, 26 AND 35, TOWNSHIP 37 SOUTH, RANGE 19 EAST, SARASOTA COUNTY, FLORIDA, BEING A PORTION OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1910, PAGE 785, SAME BEING A PORTION OF PARCEL 2 AS DESCRIBED IN OFFICIAL RECORDS BOOK 3018, PAGE 635, BOTH OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE WEST 100.00 FEET OF THAT PART OF SECTION 23, TOWNSHIP 37 SOUTH, RANGE 19 EAST, LYING SOUTH OF STATE ROAD 72 (CLARK ROAD).

TOGETHER WITH:

THE WEST 100.00 FEET OF SECTION 26, TOWNSHIP 37 SOUTH, RANGE 19 EAST.

TOGETHER WITH:

THE NORTH 175.00 FEET OF THE WEST 100.00 FEET OF SECTION 35, TOWNSHIP 37 SOUTH RANGE 19 EAST.

CONTAINING 19.557 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 WEST LINE OF SECTION 23, TOWNSHIP 37 SOUTH, RANGE 19 EAST, BEING N01°17'03"E, AS SHOWN HEREON.
- 5. DISTANCES SHOWN HEREON ARE IN US FEET.

PEACE RIVER REGIONAL WATER SUPPLY AUTHORITY

PART C (100' 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 This instrument prepared by and return to Steven R. Medendorp, Esq. Manson Bolves Donaldson & Varn, P.A. 109 N. Brush Street, Suite 300 Tampa, FL 33602

# NON-EXCLUSIVE WATERLINE AND EXCLUSIVE FACILITIES EASEMENT AGREEMENT

THIS NON-EXCLUSIVE WATERLINE AND EXCLUSIVE FACILITIES EASEMENT AGREEMENT (the "Agreement"), is made and entered into this <u>day</u> of <u>, 2018, by and between KEVIN HOUGHTALING, ("Grantor"), whose</u> address is 9690 Clark Road, Sarasota, Florida 34241, to PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY, an interlocal governmental entity of the State of Florida ("Grantee"), whose address is 9415 Town Center Parkway, Lakewood Ranch, Florida 34202.

#### **RECITALS:**

WHEREAS, Grantee desires to construct, install, operate, maintain, replace, inspect, patrol, test, repair, relocate, remove, and upgrade an underground pipeline for the purpose of transporting water over, across, through and under the lands hereinafter described (the "Waterline"), along with the installation of appurtenant above-ground and below-ground pipes, valves and equipment (collectively the "Facilities"), to be located within the Easement Property (as defined below).

WHEREAS, Grantee has requested and Grantor grants a Non-Exclusive Waterline and Exclusive Facilities, permanent and perpetual easement to Grantee to construct, install, operate, maintain, replace, inspect, patrol, test, repair, relocate, replace, remove, and upgrade the abovementioned Waterline and Facilities on the Easement Property (as defined below), on the terms set forth herein.

NOW, THEREFORE, in consideration of the above recitals, and the sum of Ten and No/100 Dollars (\$10.00), and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Grantor, the parties agree as follows:

1. Grantor has the right, title and interest to an ingress/egress easement over certain lands owned by Sarasota County, Florida, and does hereby grant, bargain, sell, and convey to Grantee, its successors and assigns, and all other persons claiming by, through or under Grantee, a permanent and perpetual, non-exclusive Waterline and exclusive Facilities easement over, above, across, through and under Grantor's property located in Sarasota County, Florida, more particularly described on Exhibit "A" attached hereto and incorporated herein (the "Easement

Property"), which easement rights shall extend to Grantee's agents, employees, representatives, licensees, invitees, or such other persons or entities as Grantee deems necessary, as well as the following:

a. Grantee shall have the perpetual right, privilege and easement for and to construct, install, operate, maintain, replace, inspect, patrol, test, repair, relocate, remove, and upgrade the Waterline and/or Facilities, which Waterline and Facilities shall be used for the purpose of transporting water over, above, across, through and under the Easement Property.

b. Grantee agrees that no less than fifteen (15) days prior to the replacement, removal or relocation of the Waterline and/or the Facilities, Grantee shall place Grantor on notice of the proposed changes to Grantor.

c. Grantee shall have the free and full right of ingress to and egress from the Easement Property by means of the Easement Property and adjacent public or private roadways, easements or rights-of-way owned or held or lawfully available to Grantee, including any other property over which Grantee has access rights. Grantee shall further have the right to use Grantor's existing roadway system for ingress, egress and regress to any and all portions of the Easement Property granted herein. Notwithstanding the foregoing, and to the extent that Grantee is not relocating existing roadways, Grantor has no obligation to construct additional, or upgrade existing roadways but shall be required to repair and maintain its existing roadways for Grantee's access to its Easement Property.

d. Grantee shall have the right to excavate and refill ditches and trenches for the location of such Waterline and Facilities and further right to remove fences, trees, bushes, undergrowth, structures and any other natural obstructions interfering with the location, construction, operation, maintenance, repair, upgrade and replacement of such Waterline and/or Facilities.

e. Grantee shall have the right, but not the obligation (without liability for damages), from time to time to re-clear the Easement Property by cutting and removing therefrom trees, brush, and other natural obstructions that may, in the reasonable judgment of Grantee or pursuant to regulatory requirements, injure, endanger or interfere with Grantee's use of the Easement Property.

f. Grantee shall not unreasonably restrict ingress or egress to Grantor's property and shall use its best efforts to provide reasonable ingress and egress across the Non-Exclusive Waterline Easement for use of Grantor. Notwithstanding the foregoing, Grantee shall be permitted to restrict (but not deny), ingress or egress to the property within the Non-Exclusive Easement Property for safety purposes only in Grantee's reasonable discretion during periods of construction activity. Recognizing that the location of the ingress and egress across the Non-Exclusive Easement Property may change due to construction activities and safety issues during

the terms of this Agreement, Grantor shall contact Grantee to determine the location of the ingress and egress across the Non-Exclusive Easement Property prior to accessing the Easement Property.

g. After completion of construction activity, Grantee will remove all construction equipment and unused materials and will re-seed the Non-Exclusive Easement Property and other areas, if any, disturbed by the construction operations of Grantee. Subject to Grantee's rights hereunder and to the extent not inconsistent therewith, Grantee will restore the surface of all disturbed areas of the Non-Exclusive Easement Property to pre-construction elevations, contours, grades, and condition, as near as is reasonably practicable.

2. The parties agree that this Agreement is non-exclusive with regard to the Waterline portions and exclusive for the Facilities portion of the Easement. The exclusive Facilities portion of the Easement is further detailed and described in Exhibit A as "PART A" while the non-exclusive Waterline portions of the Easement is further detailed and described in Exhibit A as "PART B". The grant herein made shall begin and commence on the date executed below (the "Effective Date").

3. Grantor retains the right and may continue to use the non-exclusive Waterline portion of the Easement Property for any lawful purposes that does not interfere with Grantee's rights acquired hereunder and improvement of such facilities. Grantor reserves the right to install, within the non-exclusive Waterline areas and subject to the provisions of this Agreement, landscaping, roads, driveways, fences and underground utilities and other road paving installations as may be necessary for Grantor's development and enjoyment of the remainder property. For safety and for the Grantee's operational purposes, the use of the surface and subsurface of the Easement Property by Grantor shall be subject to the following terms, conditions and limitations:

a. With the exception of access for purposes of ingress and egress, subject to Grantee's specific approval, Grantor shall not enter upon or use the Easement Property while the Waterline and/or Facilities are being constructed, repaired, replaced or upgraded;

b. Grantor shall not obstruct or restrict Grantee's use of the Easement Property in any manner;

c. No excavation operations shall be undertaken within the Easement Property without five (5) days prior written notice to the Grantee and to the Florida Sunshine State One Call System or its successor;

d. Construction activities and operations by the Grantor on and/or under the Easement Property shall be subject to the prior written approval of Grantee for such operations, which approval shall not be unreasonably withheld;

e. Construction, installation, operation and maintenance activities on or across the Easement Property and/or use of the surface or subsurface of the Easement Property shall be in compliance with all applicable statutes, rules, regulations, ordinances and codes of any governmental agency or entity having jurisdiction over the Easement Property and/or the operations being conducted;

f. Installation and construction of any public or private utilities, including but not limited to, water, sewer, gas, electrical, fiber optic and/or telephone which impact or encroach on the Easement Property shall be subject to the following additional specific terms, conditions and limitations: (1) construction and installation of all subsurface utility pipe or cables which cross the Easement Property shall be constructed and installed so as to maintain a separate distance of not less than eighteen inches (18") or state-required minimum separation, whichever is greater, between such pipes and/or cables and Grantee's Waterline pipe, and (2) no utilities shall be installed above the Easement Property or between the surface of the property and the top of the Waterline pipe without Grantee's prior written approval;

g. No installation and construction of any fences by Grantor that impact or encroach on the exclusive portion Easement Property shall be allowed. Installation and construction of any fences by Grantor that impact or encroach on the non-exclusive portion of the Easement Property, after the initial construction of the Waterline, shall be subject to the following additional specific terms, conditions and limitations: (1) no fence posts for any fences crossing the Easement Property perpendicularly shall be installed closer than ten feet (10') on either side of Grantee's Waterline pipe, and (2) any fences running parallel to the Easement Property shall be installed no closer than ten feet (10') from the Grantee's Waterline pipe;

h. No construction of new canals, ditches or other open drainage facilities shall be constructed, nor use of explosives, intentional flooding or setting of fires be conducted, on or across the surface of the Easement Property without the prior written approval of Grantee;

i. Installation and construction of any public or private roads or streets that impact or encroach on the Easement Property shall be subject to the prior written approval of Grantee for such operations, which approval shall not be unreasonably withheld. Grantee shall have the right to utilize any road or street installed on or across the non-exclusive portions of the Easement Property as a means of ingress to, or egress from, the Easement Property and the use of the roads and/or streets constructed on or across the Easement Property shall be at the sole risk of the user;

j. Planting and installation of any trees and/or landscaping that impacts or encroaches on the Easement Property, after the initial construction of the Waterline and/or Facilities, shall be subject to the following specific additional terms, conditions and limitations: (1) any trees or shrubbery shall be shallow rooted; and (2) no trees or shrubbery shall be planted any closer than ten feet (10') on either side of any Waterline or Facilities located on the Easement Property; k. Grantor shall be responsible, at the sole cost and expense of Grantor, for the repair or maintenance of any roads, streets, drainage ditches, fences and/or subsurface utilities (excluding the Waterline and the Facilities), installed on or across the non-exclusive portions of the Easement Property and for the care and maintenance of the trees, shrubbery and other landscaping planted by Grantor on the Easement Property;

l. Grantee shall be responsible, at the sole cost and expense of the Grantee, for the repair and maintenance of the Waterline and the Facilities installed on or across the Easement Property and for the care and maintenance of the trees, shrubbery and other landscaping planted by Grantee on the exclusive portions of the Easement Property;

m. Operations by others on the non-exclusive portions of the Easement Property pursuant to the provisions of this non-exclusive Waterline and exclusive Facilities Easement shall not impair or interfere with the rights granted to Grantee by this Agreement and shall not require the relocation or lowering of the Waterline pipe, decrease the ground cover over the Waterline pipe or change the contour of the ground surface over the Easement Property; and

n. Grantee agrees to provide Grantor, either upon Grantor's request or at Grantee's option, a prior written determination whether any particular exercise of the right to use the Easement Property by Grantor does, or does not directly interfere with the safe and efficient exercise of Grantee's rights, which determination shall not be arbitrarily or unreasonably withheld, conditioned, or delayed.

4. Grantor shall not grant an easement on the Easement Property to a third party without the prior written consent of the Grantee. Notwithstanding, Grantor may not grant an easement on the Easement Property to a third party which could, may or will negatively impact the Waterline and/or Facilities. Grantee may assign its rights acquired under the provisions of this Agreement in whole or in part, and Grantee shall have the right to operate the Waterline and/or Facilities for its own use or to lease, sell, or assign any or all of the Waterline and Facilities or the rights thereto.

5. Grantor represents to Grantee that the Easement Property is not leased, rented or occupied by any lessee or tenant to any party other than Sarasota County.

6. Grantee agrees to indemnify and hold Grantor harmless from any claim or loss which is caused solely by the gross negligence or intentional misconduct of Grantee, its agents, representatives, employees or invitees in its use of the Easement Property. Nothing in this Agreement is intended or is to be construed as a waiver of sovereign immunity as provided to Grantee under Section 768.28, Florida Statutes, or otherwise provided by law. Grantor agrees to indemnify and hold harmless Grantee from any claim or loss arising out of Grantor's use of the Easement Property.

7. In the event of a dispute between the parties hereto relating to this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees, paralegal fees and costs

incurred from the date of the dispute through any appeals, bankruptcy proceeding or to collect or enforce any judgment.

8. The provisions of this Agreement shall run with the Easement Property and shall bind and inure to the benefit of the Grantor, Grantee and their respective heirs, successors, legal representatives and assigns.

9. The above recitals are true, correct and incorporated herein.

10. Grantor and Grantee each knowingly, voluntarily and intentionally waive any right to which either of them may have to a trial by jury with respect to any litigation or legal proceeding based upon or arising directly, indirectly or otherwise in connection with, out of, related to or from this Agreement.

11. This Agreement incorporates and describes all of the grants, undertakings, conditions, and consideration of the parties with respect to the Agreement. Grantor, in executing and delivering this Agreement, represents that Grantor has authority to bind and execute this Agreement and has not relied upon any promises, inducements or representations of Grantee or its agents or employees, except as expressly set forth herein.

12. This Agreement may be executed in counterparts, all of which together shall constitute a single document.

|   | GE LEFT INTENTIONALLY BLANK] ies have executed this Agreement this | day         |
|---|--|-------------|
|   | <b>GRANTOR:</b>  |             |
| Signed, sealed and delivered                  |  |             |
| in the presence of:                           | KEVIN HOUGHTALING  |             |
|   | Ву:  | _           |
| Printed Name:                                 |  |             |
|   | Address:   |             |
| Printed Name:                                 |  |             |
| STATE OF FLORIDA                              |  |             |
| COUNTY OF                                     | _  |             |
| The foregoing was acknowledged before m       | e this day of  |             |
| personally known to me; or produced a drive   | er's license issued by the Florida Departmen                       | nt of Motor |
| Vehicles as identification; or produced the f | ollowing as identification:  |             |

Notary Public

Printed Name: \_\_\_\_\_

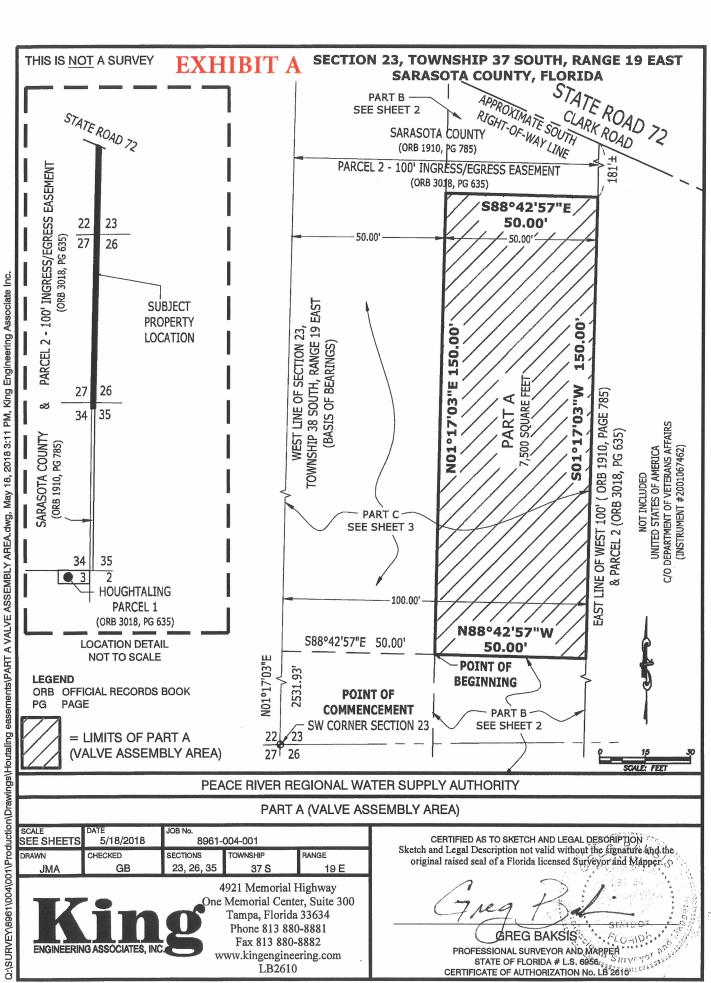
My Commission Expires:

My Commission No: \_\_\_\_\_

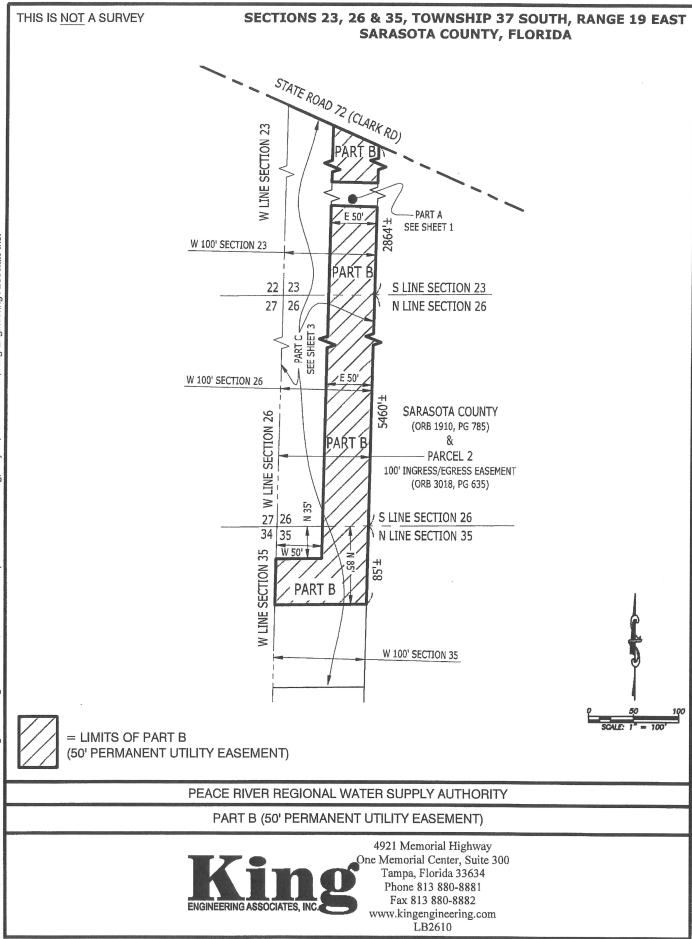
| WITNESSES:                          | GRANTEE:  |
|-------------------------------------|---|
|                                     | PEACE RIVER MANASOTA REGIONAL   |
|                                     | WATER SUPPLY AUTHORITY, an interlocal   |
| Signature                           | governmental entity of the State of Florida   |
| Ву:                                 | By:   |
| Printed Name:                       | Printed Name:   |
|                                     | Address:  |
|                                     |   |
| Printed Name:                       |   |
| <u>A</u>                            | CKNOWLEDGEMENT  |
| STATE OF FLORIDA                    |   |
| COUNTY OF                           |   |
| The foregoing was acknowledged be   | fore me this day of 2018, by as who i   |
| personally known to me; or produced | a driver's license issued by the Florida Department of Moto<br>d the following as identification: |
|                                     |   |
|                                     | Notary Public   |
|                                     | Printed Name:   |
|                                     | My Commission Expires:  |
|                                     | My Commission No:   |

Approved to form and correctness:

Douglas Manson, Esq., General Counsel

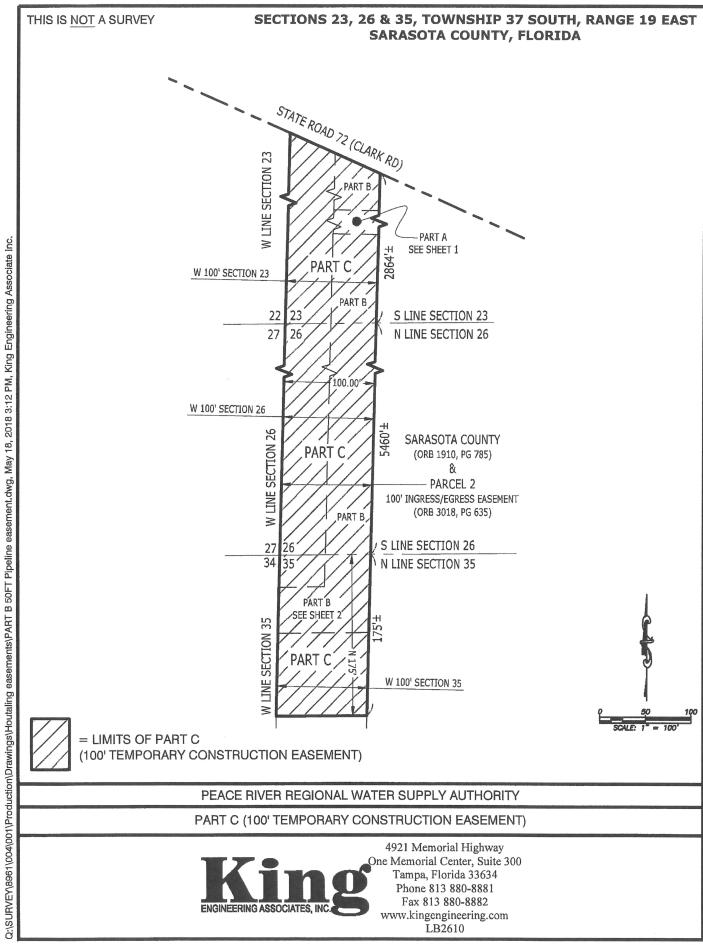


Sheet 01 of 05



Q:\SURVEY\8961\004\001\Production\Drawings\Houtaling easements\PART B 50FT Pipeline easement.dwg, May 18, 2018 3:12 PM, King Engineering Associate Inc.

Sheet 02 of 05



Sheet 03 of 05

# LEGAL DESCRIPTION: (BY KING ENGINEERING)

PART A (VALVE ASSEMBLY AREA)

A PARCEL OF LAND LYING IN SECTION 23, TOWNSHIP 37 SOUTH, RANGE 19 EAST, SARASOTA COUNTY, FLORIDA, BEING A PORTION OF THE WEST 100 FEET OF THAT PART OF SECTION 23 LYING SOUTH OF STATE ROAD 72 AS RECORDED IN OFFICIAL RECORDS BOOK 1910, PAGE 785, SAME BEING A PORTION OF PARCEL 2 AS RECORDED IN OFFICIAL RECORDS BOOK 3018, PAGE 635, BOTH OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 23, TOWNSHIP 37 SOUTH, RANGE 19 EAST; THENCE N01°17'03"E ALONG THE WEST LINE OF SAID SECTION 23, A DISTANCE OF 2,531.93 FEET; THENCE, LEAVING SAID WEST LINE, S88°42'57"E, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING; THENCE N01°17'03"E ALONG A LINE 50.00 FEET EAST OF AND PARALLEL WITH SAID WEST LINE, A DISTANCE OF 150.00 FEET; THENCE S88°42'57"E, A DISTANCE OF 50.00 FEET TO THE EAST LINE OF THE WEST 100.00 FEET OF THAT PART OF SAID SECTION 23 LYING SOUTH OF STATE ROAD 72 AS RECORDED IN OFFICIAL RECORDS BOOK 1910, PAGE 785, SAME BEING THE EAST LINE OF PARCEL 2 AS RECORDED IN OFFICIAL RECORDS BOOK 3018, PAGE 635, BOTH OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE S01°17'03"W ALONG SAID EAST LINE, A DISTANCE OF 150.00 FEET; THENCE, LEAVING SAID EAST LINE, N88°42'57"W, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 7,500 SQUARE FEET.

PART B (50' PERMANENT UTILITY EASEMENT)

A PARCEL OF LAND LYING IN SECTIONS 23, 26 AND 35, TOWNSHIP 37 SOUTH, RANGE 19 EAST, SARASOTA COUNTY, FLORIDA, BEING A PORTION OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1910, PAGE 785, SAME BEING A PORTION OF PARCEL 2 AS DESCRIBED IN OFFICIAL RECORDS BOOK 3018, PAGE 635, BOTH OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE EAST 50.00 FEET OF THE WEST 100.00 FEET OF THAT PART OF SECTION 23, TOWNSHIP 37 SOUTH, RANGE 19 EAST, LYING SOUTH OF STATE ROAD 72 (CLARK ROAD).

LESS AND EXCEPT PART A AS DESCRIBED ABOVE.

TOGETHER WITH:

THE EAST 50.00 FEET OF THE WEST 100.00 FEET OF SECTION 26, TOWNSHIP 37 SOUTH, RANGE 19 EAST.

TOGETHER WITH:

THE NORTH 85.00 FEET OF THE WEST 100.00 FEET OF SECTION 35, TOWNSHIP 37 SOUTH RANGE 19 EAST. LESS THE NORTH 35.00 FEET OF THE WEST 50.00 FEET THEREOF.

CONTAINING 9.548 ACRES.

(CONTINUED ON NEXT SHEET)

PEACE RIVER REGIONAL WATER SUPPLY AUTHORITY

PART A (VALVE ASSEMBLY AREA) & PART B (50' PERMANENT UTILITY EASEMENT) DESCRIPTIONS



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

Ľ

THIS IS NOT A SURVEY

# **LEGAL DESCRIPTION:** (BY KING ENGINEERING)

PART C (100' TEMPORARY CONSTRUCTION EASEMENT)

A PARCEL OF LAND LYING IN SECTIONS 23, 26 AND 35, TOWNSHIP 37 SOUTH, RANGE 19 EAST, SARASOTA COUNTY, FLORIDA, BEING A PORTION OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1910, PAGE 785, SAME BEING A PORTION OF PARCEL 2 AS DESCRIBED IN OFFICIAL RECORDS BOOK 3018, PAGE 635, BOTH OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE WEST 100.00 FEET OF THAT PART OF SECTION 23, TOWNSHIP 37 SOUTH, RANGE 19 EAST, LYING SOUTH OF STATE ROAD 72 (CLARK ROAD).

TOGETHER WITH:

THE WEST 100.00 FEET OF SECTION 26, TOWNSHIP 37 SOUTH, RANGE 19 EAST.

TOGETHER WITH:

THE NORTH 175.00 FEET OF THE WEST 100.00 FEET OF SECTION 35, TOWNSHIP 37 SOUTH RANGE 19 EAST.

CONTAINING 19.557 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 WEST LINE OF SECTION 23, TOWNSHIP 37 SOUTH, RANGE 19 EAST, BEING N01°17'03"E, AS SHOWN HEREON.
- 5. DISTANCES SHOWN HEREON ARE IN US FEET.

PEACE RIVER REGIONAL WATER SUPPLY AUTHORITY

PART C (100' 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

Q:\SURVEY\8961\004\001\Production\Drawings\Houtaling easements\PART B 50FT Pipeline easement.dwg, May 18, 2018 3:12 PM, King Engineering Associate Inc.

# PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY BOARD OF DIRECTORS MEETING May 30, 2018

# REGULAR AGENDA ITEM 5

### **SWFWMD** Cooperative Funding Initiative Application Procedures

Presenter -

**Recommended Action -**

Mike Coates, Deputy Director

**Motion** to approve recommended procedures and authorize staff to develop a Policy for Board consideration on preparation and submittal of Cooperative Funding Initiative Applications to SWFWMD.

Annually the Authority submits cooperative funding applications to the Southwest Florida Water Management District for regional water supply and transmission projects. Some of the projects are generated specifically by the Authority, while others are requested by Authority Customers or Partners. The SWFWMD process for evaluating co-funding applications requires detailed project information including, for some projects, interlocal agreements committing local cost-match. All of this information is utilized by SWFWMD staff to evaluate and rank projects for funding priority, and missing information may adversely affect project ranking.

Insuring that the Authority's applications are as complete as possible improves opportunities for SWFWMD co-funding of regional water projects. To that end, staff has developed procedures for Board consideration that are intended to standardize preparation and submittal of cooperative funding applications. Staff will review proposed procedures and request Board authorization to develop an Authority Policy on cooperative funding applications for Board consideration at a future meeting.

#### Budget Action: No Action Needed

#### Attachments:

- Tab APresentation Materials
- Tab BRecommended Procedures

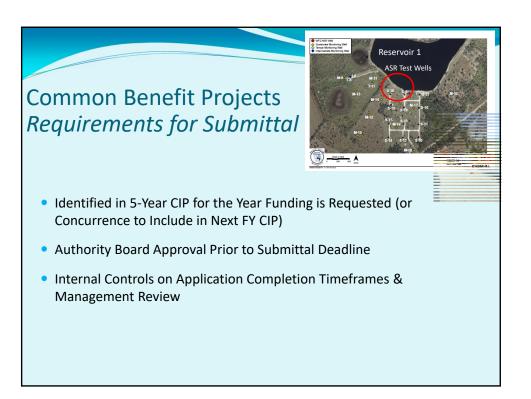
TAB A Presentation Materials





| Funding<br>Funding<br>00<br>00<br>16<br>00<br>1,170,00<br>00<br>1,025,00<br>00<br>1,255,00<br>00<br>1,255,00<br>00<br>1,255,00<br>00<br>1,255,00<br>00<br>1,255,00<br>00<br>1,255,00<br>00<br>1,255,00<br>00<br>1,255,00<br>00<br>1,255,00<br>00<br>1,255,00<br>00<br>1,255,00<br>00<br>1,255,00<br>00<br>1,255,00<br>00<br>1,255,00<br>00<br>1,255,00<br>00<br>1,255,00<br>00<br>1,255,00<br>00<br>1,255,00<br>00<br>1,255,00<br>00<br>1,255,00<br>00<br>1,255,00<br>00<br>1,255,00<br>00<br>1,255,00<br>00<br>1,255,00<br>00<br>1,255,00<br>00<br>1,255,00<br>00<br>1,255,00<br>00<br>1,255,00<br>00<br>1,255,00<br>00<br>1,255,00<br>00<br>1,255,00<br>00<br>1,255,00<br>00<br>1,255,00<br>00<br>1,255,00<br>00<br>1,255,00<br>00<br>1,255,00<br>00<br>1,255,00<br>00<br>1,255,00<br>00<br>1,255,00<br>00<br>1,255,00<br>00<br>1,255,00<br>00<br>1,255,00<br>00<br>1,255,00<br>00<br>1,255,00<br>00<br>1,255,00<br>00<br>1,255,00<br>00<br>1,255,00<br>00<br>1,255,00<br>00<br>1,255,00<br>00<br>1,255,00<br>00<br>1,255,00<br>00<br>1,255,00<br>00<br>1,255,00<br>00<br>1,255,00<br>00<br>1,255,00<br>00<br>1,255,00<br>00<br>1,255,00<br>00<br>1,255,00<br>00<br>1,255,00<br>00<br>1,255,00<br>00<br>1,255,00<br>00<br>1,255,00<br>00<br>1,255,00<br>00<br>1,255,00<br>00<br>1,255,00<br>00<br>1,255,00<br>00<br>1,255,00<br>00<br>1,255,00<br>00<br>1,255,00<br>1,255,00<br>00<br>1,255,00<br>1,255,00<br>1,255,00<br>1,255,00<br>1,255,00<br>1,255,00<br>1,255,00<br>1,255,00<br>1,255,00<br>1,255,00<br>1,255,00<br>1,255,00<br>1,255,00<br>1,255,00<br>1,255,00<br>1,255,00<br>1,255,00<br>1,255,00<br>1,255,00<br>1,255,00<br>1,255,00<br>1,255,00<br>1,255,00<br>1,255,00<br>1,255,00<br>1,255,00<br>1,255,00<br>1,255,00<br>1,255,00<br>1,255,00<br>1,255,00<br>1,255,00<br>1,255,00<br>1,255,00<br>1,255,00<br>1,255,00<br>1,255,00<br>1,255,00<br>1,255,00<br>1,255,00<br>1,255,00<br>1,255,00<br>1,255,00<br>1,255,00<br>1,255,00<br>1,255,00<br>1,255,00<br>1,255,00<br>1,255,00<br>1,255,00<br>1,255,00<br>1,255,00<br>1,255,00<br>1,255,00<br>1,255,00<br>1,255,00<br>1,255,00<br>1,255,00<br>1,255,00<br>1,255,00<br>1,255,00<br>1,255,00<br>1,255,00<br>1,255,00<br>1,255,00<br>1,255,00<br>1,255,00<br>1,255,00<br>1,255,00<br>1,255,00<br>1,255,00<br>1,255,00<br>1,255,00<br>1,255,00<br>1,255,00<br>1,255,00<br>1,255,00<br>1,255,00<br>1,255,00<br>1,255,00<br>1,255,00<br>1,255,00<br>1,255,00<br>1,255,00<br>1,255,00<br>1,255,00<br>1,255,00<br>1,255,00<br>1,255,00<br>1,255,00<br>1,255,00<br>1,255,00<br>1,255,00<br>1,255,00<br>1,255,00<br>1,255,00<br>1,255,00<br>1,255,000<br>1,255,000<br>1,255,000<br>1,255 |
|--|
| 00<br>00<br>16<br>00 2,000,00<br>00 1,025,00<br>00 1,025,00<br>00 3,269,50<br>25 261,25  |
| 00<br>16<br>00 2,000,00<br>00 1,025,00<br>00 1,025,00<br>00 3,269,50<br>25 261,25  |
| 16<br>2,000,00<br>00 1,170,00<br>00 1,025,00<br>00 3,269,50<br>25 261,25   |
| 00 2,000,00<br>00 1,170,00<br>00 1,025,00<br>00 3,269,50<br>25 261,25  |
| 00 1,170,00<br>00 1,025,00<br>00 3,269,50<br>25 261,25   |
| 00 1,025,00<br>00 3,269,50<br>25 261,25  |
| 00 3,289,50<br>25 261,25   |
| 00 3,289,50<br>25 261,25   |
| 25 261,25  |
|  |
|  |
| 00   |
| 00   |
| 00 100,00  |
| 50   |
| 00   |
| 00   |
| 00   |
|  |
| 31 148.51  |
|  |
|  |
|  |
|  |
|  |
| 00 1,000,00  |
| 85   |
| 00<br>00<br>00<br>31<br>00<br>00<br>00<br>00<br>00   |











TAB B Recommended Procedures

# Authority Procedures for Submitting Southwest Florida Water Management District Cooperative Funding Initiative Applications

Project applications submitted for the Southwest Florida Water Management District (District) Cooperative Funding Initiative (CFI) Program will generally fall into one of the two categories, Common Benefit Projects or Regional Sponsored Projects. Separate procedures are provided for application prerequisites, application preparation and submitting these different types projects for cooperative funding.

- <u>Common Benefit Project</u> The benefits of the project accrue globally to all Authority Customers and the commitment of matching funds is provided by the Authority on behalf of all Customers.
- <u>Regional Sponsored Project</u> The benefits of the project accrue primarily (but not necessarily entirely) to the Customer(s) and/or Partner(s) requesting to participate and entering into an agreement with the Authority for the commitment of matching funds.

The procedures listed below will apply to CFI funding applications submitted to the District for any Authority project(s) regardless of whether the funding request is "in-cycle or "out-of-cycle".

# Common Benefit Projects

These are projects that benefit all Authority Customers globally. Only projects that meet the District's CFI requirements (District Board Policy 130-4, Procedure 13-4 and applicable CFI Guidelines) are eligible for funding. Common Benefit Projects may include, but are not necessarily limited to; expanded water production, storage or transmission facilities, conservation projects and various testing or research projects. The Authority will administer the project and provide the commitment for matching funds for District cooperative funds and any other grant funds.

# Procedure for CFI Applications for Common Benefit Project:

- 1. Project must be identified in the Authority's 5-year CIP or budgeted for the year in which funding is requested. If project is not shown in the Authority's 5-year CIP, a statement should be made in the application documents that project will be included in the 5-year CIP for the next fiscal year budget.
- 2. Project must be approved for submittal through Authority Board action prior to the CFI application submittal date.
- 3. Application documents to be completed electronically (on District website) by appropriate Authority staff and reviewed by Executive Director, or designee, a minimum of one week prior to the District's CFI application submittal deadline.
- 4. Copy of application, all attachments and electronic confirmation of receipt from the District must be included in the appropriate project file.

## **Regional Sponsored Projects**

These are projects specifically requested by one or more Authority Customer(s) or Partner(s) typically providing additional pipeline hydraulic capacity, new water supply allocation, or other benefits specific to the participating Authority Customer(s) or Partner(s). Only Projects that meet the District's CFI requirements (District Board Policy 130-4, Procedure 13-4 and applicable CFI Guidelines) are eligible for funding. Regional Sponsored Projects may include, but are not necessarily limited to; construction of new water production, storage or transmission facilities, interconnections, conservation projects and various testing or research projects. The participating Customer(s) and/or Partner(s) are responsible for the commitment for matching funds through the Authority, to District cooperative funds and any other grant funds. The Authority will administer the project and all funds in accordance with an approved Interlocal Agreement for the project.

## Procedure for CFI Application for Regional Sponsored Project:

- 1. Project must be requested in writing (to the Authority) by appropriate County and/or City Administrators.
- 2. Project must be included in an approved Interlocal Agreement between the Authority and the project participants either prior to application submittal, or within 3 months after application submittal.
- 3. Project must be identified in the Authority's 5-year CIP or budgeted for the year in which funding is requested. If project is not shown in the Authority's 5-year CIP, project must be included in the next update of the CIP (usually April Draft). In the latter case a statement should be included in the CFI application that the project will be included in the Authority's 5-year CIP for the next fiscal year budget.
- 4. Project must be approved for submittal through Authority Board action prior to the CFI application submittal date.
- 5. Application documents are to be completed electronically (on District website) by appropriate Authority staff and reviewed by Executive Director, or designee, a minimum of one week prior to the District's CFI application submittal deadline.
- 6. Copy of application, attachments and electronic confirmation of receipt from the District must be included in the appropriate project file.

# PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY BOARD OF DIRECTORS MEETING May 30, 2018

# REGULAR AGENDA ITEM 6

#### 'DeSoto County Water System Assessment' Progress Report

Presenter -

Mike Coates, Deputy Director

**Recommended Action -**

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

The Board approved Resolution 2017-06 'Amending Conservation Rate for FY 2017' at the December 06, 2017 Board of Director's meeting as a result of DeSoto County's exceedance of their water allocation for FY 2017. Resolution 2017-06 amended the Conservation Rate for FY 2017, requiring the Authority to assist DeSoto County in performance of a water audit of the DeSoto County water system and implementation of the audit recommendations. Result of the water audit and implementation of the recommendations are to be reported to the Authority Board within six months.

The Authority and County worked with Black and Veatch to perform a system assessment/water audit to identify opportunities to improve flushing, reduce non-revenue water and develop Standard Operating Procedures for the distribution system. Additionally, Black and Veatch developed a menu of CIP options for long term improvements which are included in the report completed in February. The results of this effort show that DeSoto County's water usage has been significantly reduced in FY 2018 to-date. For the 7 month period from October 2017 through April 2018, Authority water delivery to the County has decreased by 350,000 gpd (36.5%) compared to the previous year.

DeSoto County and the Authority continue to coordinate on implementation of water audit recommendations as well as other opportunities to reduce non-revenue water usage.

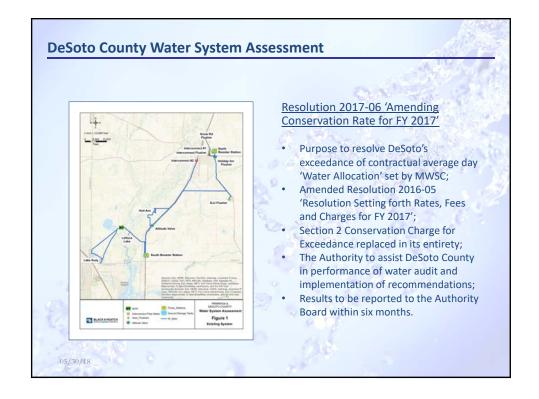
#### Budget Action: No Action Needed

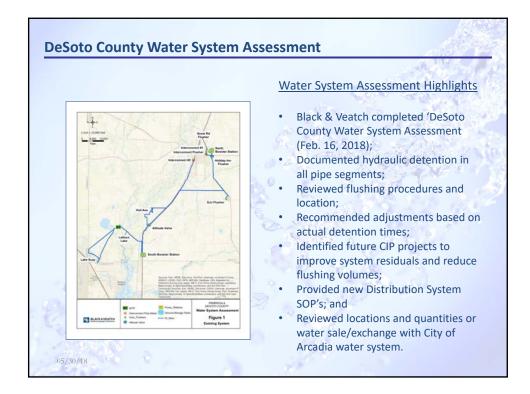
## Attachments:

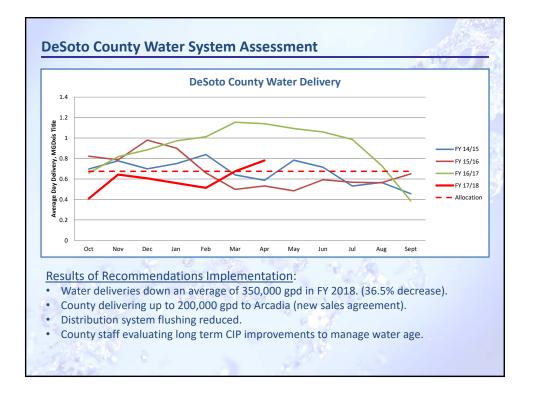
- Tab APresentation Materials
- Tab BResolution 2017-06 'Amending Conservation Rate for FY 2017'
- Tab CDesoto County Water System Assessment Final Report

TAB A Presentation Materials for DeSoto County Water Assessment Update











 TAB B

 Resolution 2017-06 'Amending Conservation Rate for FY 2017'

#### PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

#### **Resolution 2017-06**

#### AMENDING CONSERVATION RATE FOR FY 2017

The Peace River Manasota Regional Water Supply Authority, created pursuant to Chapter 373.1962, Florida Statutes, now found in Section 373.713, Florida Statutes, and Interlocal agreement pursuant to Chapter 163.01, Florida Statutes, in lawful session and in regular order of business properly presented, finds that:

WHEREAS, DeSoto County is an 'Exclusive Provider Customer' as defined in the 'Second Amended Interlocal Agreement Creating the Peace River Manasota Regional Water Supply Authority' and the 'Peace River Manasota Regional Water Supply Authority Master Water Supply Contract'; and

WHEREAS, the Authority has the absolute and unequivocal obligation to develop and provide potable water to DeSoto as an 'Exclusive Provider Customer'; and

WHEREAS, DeSoto County has a contractual annual average daily 'Water Allocation' of 0.675 million gallons per day; and

WHEREAS, the Authority provided DeSoto County in Fiscal Year 2017 an annual average daily water quantity of 0.907 million gallons per day; and

WHEREAS, DeSoto paid the 'Water Use Charge' of \$0.74 as set forth in 'Resolution 2016-05 Resolution Setting Forth Rates, Fees and Charges for FY 2017' for the total 0.907 million gallons per day of water received; and

WHEREAS, Section 2 of 'Resolution 2016-05 Resolution Setting Forth Rates, Fees and Charges for FY 2017' sets the Conservation Rate charge for Fiscal Year 2017; and

WHEREAS, DeSoto County and the Authority recognize the exceedance and are cooperatively initiating a water system audit to improve the DeSoto County water system water flushing and water conservation efforts; and

WHEREAS, investment by DeSoto County into conservation efforts within its water system will yield greater long-term benefit to the region than the Authority Board assessing Conservation Rate charges.

#### NOW, THEREFORE, BE IT RESOLVED:

Section 1. Section 2 of 'Resolution 2016-05 Resolution Setting Forth Rates, Fees and Charges for FY 2017' is hereby replaced in its entirety by the following:

Section 2. Conservation Charge for Exceedance. In the event a Customer should receive delivery of water in excess of its respective Water Allocation (as adjusted by New Water Supply Demand and/or Redistribution Pool) provided in the Master Water Supply Contract for the period beginning October 1, 2016 through September 30, 2017, no Conservation Rate shall be paid by the exceeding Customer.

<u>Section 3.</u> No charge other than the \$0.74 per 1000 gallons already paid by DeSoto County shall be assessed to DeSoto County for the FY 2017 Water Allocation exceedance.

<u>Section 4</u>. The Authority shall assist DeSoto County in performance of a water audit of the DeSoto County water system and implementation of audit recommendations.

<u>Section 5</u>. Results of the water audit and implementation by DeSoto County of recommendations shall be reported to the Authority Board of Directors within six months of the date of this Resolution.

**DONE** at Arcadia Florida, this Sixth day of December 2017.

Attest: dry Patrick J. Lehmand

Executive Director

١

Approved as to Form: OL.

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

Peace River Manasota Regional Water Supply Authority

Commissioner Alan Maio Chairman

#### **BOARD APPROVED**

DEC - 6 2017

Peace River Manasota Regional Water Supply Authority TAB C Desoto County Water System Assessment Final Report **FINAL** 

# WATER SYSTEM ASSESSMENT

**DeSoto County** 

**B&V PROJECT NO. 197184** 

**PREPARED FOR** 

DeSoto County Utilities and Peace River Manasota Regional Water Supply Authority

16 FEBRUARY 2018



# **Table of Contents**

| 1.0         | Projec | t Overview  | 1-1 |  |
|-------------|--------|---|-----|--|
| 2.0 Existin |        | ng System   |     |  |
|             | 2.1    | Infrastructure  |     |  |
|             | 2.2    | Water Quality   |     |  |
| 3.0         | Water  | Balance and Hydraulics  |     |  |
|             | 3.1    | DeSoto County Water Balance                                     |     |  |
|             | 3.2    | System Hydraulics and Water Age                                 |     |  |
| 4.0         | Water  | Quality and Operational Maintenance                             | 4-6 |  |
|             | 4.1    | Water Quality   |     |  |
|             | 4.2    | Potential System and Operational Adjustments                    | 4-7 |  |
| 5.0         |        |   |     |  |
| 6.0         | Attach | ment 1 – Water Age Figures                                      | 6-1 |  |
| Appen       | dix A. | Standard Operating Procedures: Breakpoint Chlorination Curves   | A-1 |  |
| Appen       | dix B. | Standard Operating Procedures: Chloramine Trim Procedure        | B-1 |  |
| Appen       | dix C. | Standard Operating Procedures: Chlorine Maintenance – Free Burn | C-1 |  |
| Appen       | dix D. | Standard Operating Procedures: Water Distribution Flushing      | D-1 |  |

#### **LIST OF TABLES**

| Table 3-1: Summary of DeSoto County Purchased and Consumption Flows (mgd) | 3-1 |
|---|-----|
| Table 3-2: System Hydraulics Summary                                      | 3-4 |
| Table 4-1 Conceptual Cost/Benefit Summary                                 | 4-9 |

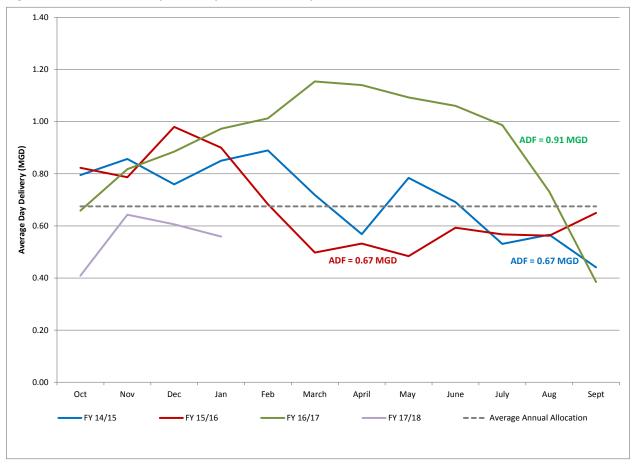
#### **LIST OF FIGURES**

| Figure 1-1: DeSoto County Monthly Water Delivery FY 14/15 – FY 17/18          | 1-1 |
|---|-----|
| Figure 2-1: DeSoto County Transmission and Distribution System                | 2-2 |
| Figure 3-1: DeSoto County Annual Average Water Balance                        | 3-1 |
| Figure 6-1: Water Age with No Flushing  | 6-1 |
| Figure 6-2: Water Age with Existing Flushing                                  | 6-2 |
| Figure 6-3: Water Age with Increase Interconnect Flow (Option 1)              | 6-3 |
| Figure 6-4: Water Age with Increase Interconnect Flow #2 (Option 2)           | 6-4 |
| Figure 6-5: Water Age with No DJJ Flushing (Option 3)                         | 6-5 |
| Figure 6-6: Water Age and Decreased DJJ Flushing (Option 4)                   | 6-6 |
| Figure 6-7: Water Age with Snow Road Changes and No DJJ Flushing (Option 5)   | 6-7 |
| Figure 6-8: Water Age with Snow Road Changes and No DJJ Flushing 2 (Option 6) | 6-8 |
| Figure 6-9: Breakpoint Chlorination Curve                                     | A-2 |

### **1.0 Project Overview**

In 1991, DeSoto County, Florida (County) entered an agreement with the Peace River Manasota Regional Water Supply Authority (PRMRWSA or Authority) for supply of potable water. The initial allocation was 0.05 million gallons per day (mgd), and over time it has increased to 0.675 mgd. As part of that agreement, the average annual water delivery allocation from the Authority to the County is limited to 0.675 mgd. Water usage above that could result in additional costs to the County.

In early to mid-2017, the delivery flow data collected by the Authority indicated that the County was tracking over their normal and contracted water delivery trends as shown in **Figure 1-1**, although discussions with the county utilities staff on this issue revealed that the County's water sales had not increased substantially. Because of the higher usage above the allocated quantities, the Authority contracted with Black & Veatch to assess the County's water system and provide recommendations on how to best reduce the non-revenue water loss, most likely due to flushing activities to maintain an adequate disinfectant residual, within the County's system.



#### Figure 1-1: DeSoto County Monthly Water Delivery FY 14/15 – FY 17/18

This assessment includes an updated hydraulic/water balance of the system, water quality considerations, consideration of operational strategies to improve system monitoring and flushing

# DeSoto County Utilities and Peace River Manasota Regional Water Supply Authority | WATER SYSTEM ASSESSMENT

maintenance, and recommendations for the County's consideration. Black & Veatch will also prepare Standard Operating Procedures (SOP) for the County as part of this effort.

It should be noted that DeSoto County independently performed a Flushing Audit in August 2017 and the flushing quantities achieved a significant drop in water use at that time.

# 2.0 Existing System

#### 2.1 INFRASTRUCTURE

The Authority provides wholesale finished water supply to Desoto County. The western side (west of Highway 35) of Desoto County's system has metered connections off the Authorities transmission main; and these connections provide service to the Lake Suzy, Pembroke Pines, and Riverside RV service areas. The other portion (Highway 35 and the eastern side to City of Arcadia) of Desoto County's system also receives finished water from the Authority but the County is responsible for the pumping and distribution to their customers. **Figure 2-1** illustrates the County's transmission main and distribution system.

DeSoto County's pumping and distribution system includes more than 20 miles of water mains up to 16inch diameter and two booster pump stations. The South Booster Pump Station (BPS) includes a 0.5 MG ground storage tank (GST) and chemical trim facilities. The North Booster Pump Station includes a 0.5 MG GST and chemical trim facilities. A new point of connection with the City of Arcadia (City) is under construction (4.5 mile 12-inch) and will be placed into operation in the near future.

During normal operations, the Authority delivers finished water to County's western service area and to the South Booster GST through an altitude valve that opens when the level drops to 15ft and closes when the level rises to 25ft. The County pumps this supply for delivery to their customers using variable frequency drive (VFD) pumps at a discharge pressure of 76 psi. DeSoto County also "trims" the chloramine residual leaving the GST to a desired setpoint. The North Booster Pump Station is operated to deliver water to the system only about once per month for maintenance purposes, and at other times water is recirculated and disinfectant residual is constantly maintained in the tank. The North BPS is mainly needed for fire flow purposes.

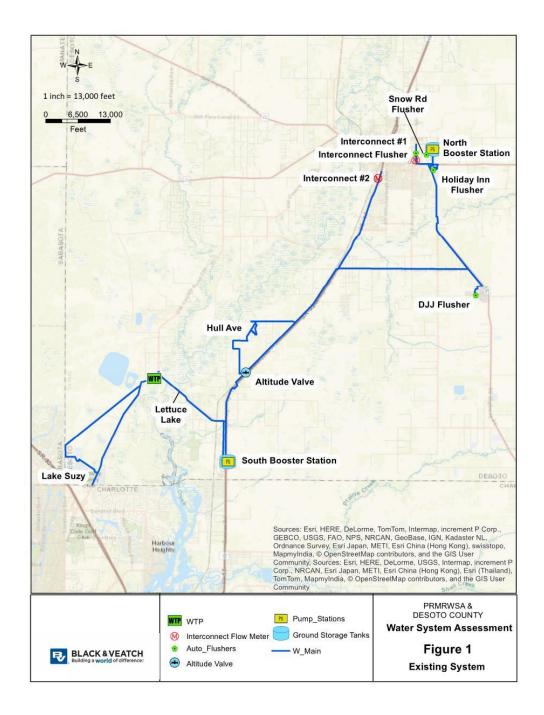
The County also supplies the City approximately 100 gallons per minute (gpm) of water through an interconnect in the northern part of the system. The City requires a minimum chloramine residual of 2.0 mg/L and the City and County finished water supply's blend within the City's distribution system. The City typically maintains a distribution pressure around 45 psi.

#### 2.2 WATER QUALITY

The County has historically had difficulty maintaining chlorine residual within the pumping and distribution portion of the system due to long transmission mains and relatively low customer consumption compared to pipe diameter. Even though the two GSTs have recirculation pumps and chemical trim systems to help with water quality, the County still has to flush water from the mains to maintain fresh water throughout the system. The South BPS discharges water with a chlorine residual of approximately 4.7 mg/L.

To help maintain the transmission main water quality, the County has maintained several automatic flushing units at the following locations: Snow Road, the interconnection to the City, Department of Juvenile Justice (DJJ), and the Holiday Inn. Recently, and before the Black & Veatch study began the County had already reduced flushing by about 70% through a water audit with assistance from the

Southwest Florida Water Management District (SWFWMD). It was discovered that some of the timers on the automatic flushers had failed, and the flushers were discharging unencumbered on a continuous basis. Based on these findings, the County has reduced the auto flush quantities at Snow Road and stopped the auto flush at the Holiday Inn and City interconnect.



#### Figure 2-1: DeSoto County Transmission and Distribution System

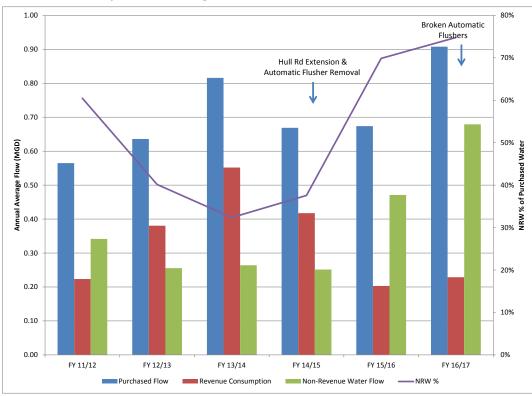
# **3.0 Water Balance and Hydraulics**

#### 3.1 DESOTO COUNTY WATER BALANCE

Based on billing records from the Authority and the County, the non-revenue water (NRW) was calculated for each fiscal year and is summarized in **Table 3-1** and **Figure 3-1**. The NRW varies each year, but a dramatic reduction was realized in FY 14/15 after the completion of the Hull Rd Extension project where four automatic flushers were removed from the system. Likewise the increase in NRW to its highest percentage in the last 5 years was observed in FY 16/17 when the timers on the automatic flushers were broken and flushing constantly. This data indicates that by controlling the NRW in the transmission and distribution system, the County should be able to remain below the contracted average supply quantity from the Authority.

#### Table 3-1: Summary of DeSoto County Purchased and Consumption Flows (mgd)

|          | PURCHASED WATER | REVENUE CONSUMPTION | NON-REVENUE WATER | NRW % |
|----------|-----------------|---------------------|-------------------|-------|
| FY 12/13 | 0.636           | 0.381               | 0.255             | 40%   |
| FY 13/14 | 0.816           | 0.552               | 0.264             | 32%   |
| FY 14/15 | 0.669           | 0.418               | 0.251             | 38%   |
| FY 15/16 | 0.674           | 0.203               | 0.471             | 70%   |
| FY 16/17 | 0.908           | 0.229               | 0.679             | 75%   |



#### Figure 3-1: DeSoto County Annual Average Water Balance

#### 3.2 SYSTEM HYDRAULICS AND WATER AGE

The County's hydraulic model was updated and used to assess projected water age under several flushing operational scenarios. The goal of the analysis is to determine the optimal flushing location / strategy to limit water age and limit water loss. The operational scenarios modeled are provided herein and provided as figures in the Attachment (Section 6) section.

Recently, the County and City negotiated a new purchase water agreement which allows the County to deliver up to 200,000 gallons per day (gpd - on average); and a maximum amount of 250,000 gpd. These daily quantities were used with the interconnect scenarios and referenced in gpm. A total flow rate of around 140 gpm equates to 200,000 gpd and a rate of 175 gpm equals 250,000 gpd.

Three of the options (3, 4, and 6) under this hydraulic analysis have the automatic flusher at DJJ with no flow. When considering these options an independent water supply would need to be provided for these customers. The existing 16-inch pipeline to DJJ would then serve as fire flow protection but could always be placed back into service as needed, after regulatory clearance. Placing the pipeline back into service would most likely require the automatic flusher. The minimum flush rates would vary based on if a chemical trim system was installed on the main pipeline. The anticipated minimum flush rate with a chemical trim system is around 20 to 25 gpm while rates of 45 to 55 gpm could be expected without a trim system. Section 4.2 provides additional information for the DJJ connection.

- Water Age with No Flushing
  - The automatic flushers are valved off and 100 gpm is being provided to the City at interconnect #1.
- Water Age with Existing Flushing
  - The DJJ and Snow Road automatic flushers are online at current flush rates and 100 gpm is being provided to the City at interconnect #1.
- Option 1: Water Age with Increased Interconnect Flow
  - The DJJ and Snow Road automatic flushers are online and 130 gpm is being provided to the City at interconnect #1 and 10 gpm at interconnect #2.
- Option 2: Water Age with Increased Interconnect Flow #2
  - The DJJ and Snow Road automatic flushers are online and 165 gpm is being provided to the City at interconnect #1 and 10 gpm at interconnect #2.
- Option 3: Water Age with No DJJ Flushing
  - The DJJ automatic flusher is turned off and 130 gpm is being provided to the City at interconnect #1 and 10 gpm at interconnect #2. The Snow Road automatic flusher remains online at current flush rate.
- Option 4: Water Age and Decreased DJJ Flushing
  - The DJJ automatic flusher is reduced to 50 gpm and 100 gpm is being provided to the City at interconnect #1 and 40 gpm at interconnect #2. The Snow Road automatic flusher remains online at current flushing rate.
- Option 5: Water Age with Snow Road Changes and No DJJ Flushing
  - The DJJ automatic flusher is turned off and the Snow Road automatic flusher is reset to 30 gpm at 24 hours per day. 100 gpm is being provided to the City at interconnect #1 and 40 gpm at interconnect #2.

#### • Option 6: Water Age with Snow Road Changes, No DJJ Flushing, and Increased Interconnects

 The DJJ automatic flusher is turned off and the Snow Road automatic flusher is reset to 20 gpm at 24 hours per day. 130 gpm is being provided to the City at interconnect #1 and 40 gpm at interconnect #2.

**Table 3-2** below provides a summary of the system conditions and water age for the eight scenarios. The total demand from the system hydraulics includes the two interconnects with the City, Desoto County customer usage (average), and the automatic flush quantities.

Review of the hydraulic scenarios indicates that the City Interconnect #2 and the new 12-inch pipeline is the key driver to reduced water age and flush volumes. The proposed Option 5 (scenario #7) has no flow at the DJJ automatic flusher, increases the flush volume at Snow Road but at lower rates, and provides a water age of 4.7 days at the far end of the system. An online chemical trim facility needs to be considered for this option or any other option that reduces the flush volume. Another consideration with the new 12 inch pipeline would be to isolate this pipeline past the last end user, install an automatic flusher, and not send water to the City through interconnect #2. This concept would depend upon the exact location of the last end user and the total reduced volume.

#### Table 3-2: System Hydraulics Summary

|   | #1 – NO<br>FLUSHING    | #2 – EXISTING<br>SYSTEM           | #3 – OPTION 1<br>(10 GPM TO CITY, US17) | #4 – OPTION 2<br>(165 GPM TO CITY, #1) |
|---|------------------------|-----------------------------------|---|--|
| South BPS Discharge                       |                        |                                   |   | (105 GFW TO CITT, #1)                  |
| Pressure (psi)                            | 75 psi                 | 75 psi                            | 75 psi                                  | 75 psi                                 |
| Altitude Valve Setting                    | 70 psi / 200 ft HGL    | 70 psi / 200 ft HGL               | 65 psi / 187 ft HGL                     | 65 psi / 187 ft HGL                    |
| DJJ Flushing                              | 0 gpm                  | 55 gpm; 24 hrs/day<br>(0.079 mgd) | 55 gpm; 24 hrs/day<br>(0.079 mgd)       | 55 gpm; 24 hrs/day<br>(0.079 mgd)      |
| Snow Rd Flushing                          | 0 gpm                  | 60 gpm; 2 hrs/day<br>(0.007 mgd)  | 60 gpm; 2 hrs/day<br>(0.007 mgd)        | 60 gpm; 2 hrs/day<br>(0.007 mgd)       |
| Interconnect Flushing                     | -                      | -                                 | -                                       | -                                      |
| Holiday Inn Flushing                      | -                      | -                                 | -                                       | -                                      |
| Interconnect #1 to City                   | 100 gpm<br>(0.144 mgd) | 100 gpm<br>(0.144 mgd)            | 130 gpm<br>(0.188 mgd)                  | 165 gpm<br>(0.238 mgd)                 |
| Interconnect #2 to City                   | 0 gpm                  | 0 gpm                             | 10 gpm<br>(0.014 mgd)                   | 10 gpm<br>(0.014 mgd)                  |
| Hull Rd Water Age (days)                  | 4.0                    | 5.0                               | 0.9                                     | 0.8                                    |
| Hull Rd & US 17 Water Age<br>(days)       | 1.7                    | 1.3                               | 1.4                                     | 1.2                                    |
| US 17 & SR 760A Water Age<br>(days)       | 2.3                    | 1.7                               | 1.8                                     | 1.5                                    |
| US 17 Interconnect #2 Water<br>Age (days) | Not in Service         | Not in Service                    | 10.5                                    | 10.3                                   |
| SR 760A & SR31 Water Age<br>(days)        | 3.6                    | 2.7                               | 2.6                                     | 2.3                                    |
| Interconnect #1 Water Age<br>(days)       | 5.0                    | 4.0                               | 3.9                                     | 3.3                                    |
| System Average Water Age                  | 3.7                    | 2.9                               | 2.2                                     | 2.0                                    |
| Total Demand                              | 235 gpm<br>(0.338 mgd) | 295 gpm<br>(0.425 mgd)            | 335 gpm<br>(0.482 mgd)                  | 370 gpm<br>(0.533 mgd)                 |
| City Usage                                | 100 gpm<br>(0.144 mgd) | 100 gpm<br>(0.144 mgd)            | 140 gpm<br>(0.202 mgd)                  | 175 gpm<br>(0.252 mgd)                 |
| Customer Usage                            | 135 gpm<br>(0.194 mgd) | 135 gpm<br>(0.194 mgd)            | 135 gpm<br>(0.194 mgd)                  | 135 gpm<br>(0.194 mgd)                 |
| Desoto Auto Flushers                      | 0 gpm<br>(0 mgd)       | 60 gpm<br>(0.086 mgd)             | 60 gpm<br>(0.086 mgd)                   | 60 gpm<br>(0.086 mgd)                  |

#### DeSoto County Utilities and Peace River Manasota Regional Water Supply Authority | WATER SYSTEM

ASSESSMENT

|   | #5 – OPTION 3<br>(NO DJJ, 130 GPM-CITY) | #6 – OPTION 4<br>(DECREASED DJJ FLOW) | #7 – OPTION 5<br>(SNOW RD CHANGE 1) | #8 – OPTION 6<br>(SNOW RD CHANGE 2) |
|---|---|---------------------------------------|-------------------------------------|-------------------------------------|
| South BPS Discharge<br>Pressure (psi)     | 75 psi                                  | 75 psi                                | 75 psi                              | 75 psi                              |
| Altitude Valve Setting                    | 65 psi / 187 ft HGL                     | 65 psi / 187 ft HGL                   | 65 psi / 187 ft HGL                 | 65 psi / 187 ft HGL                 |
| DJJ Flushing                              | 0 gpm                                   | 50 gpm; 24 hrs/day<br>(0.072 mgd)     | 0 gpm                               | 0 gpm                               |
| Snow Rd Flushing                          | 60 gpm; 2 hrs/day<br>(0.007 mgd)        | 60 gpm; 2 hrs/day<br>(0.007 mgd)      | 30 gpm; 24 hrs/day<br>(0.043 mgd)   | 20 gpm; 24 hrs/day<br>(0.029 mgd)   |
| Interconnect Flushing                     | -                                       | -                                     | -                                   | -                                   |
| Holiday Inn Flushing                      | -                                       | -                                     | -                                   | -                                   |
| Interconnect #1 to City                   | 130 gpm<br>(0.187 mgd)                  | 100 gpm<br>(0.144 mgd)                | 100 gpm<br>(0.144 mgd)              | 130 gpm<br>(0.187 mgd)              |
| Interconnect #2 to City                   | 10 gpm<br>(0.014 mgd)                   | 40 gpm<br>(0.058 mgd)                 | 40 gpm<br>(0.058 mgd)               | 40 gpm<br>(0.058 mgd)               |
| Hull Rd Water Age (days)                  | 1.0                                     | 0.9                                   | 0.9                                 | 0.9                                 |
| Hull Rd & US 17 Water Age<br>(days)       | 1.9                                     | 1.4                                   | 1.6                                 | 1.4                                 |
| US 17 & SR 760A Water Age<br>(days)       | 2.4                                     | 1.8                                   | 2.1                                 | 1.9                                 |
| US 17 Interconnect #2 Water<br>Age (days) | 11.1                                    | 4.0                                   | 4.3                                 | 4.1                                 |
| SR 760A & SR31 Water Age<br>(days)        | 3.6                                     | 2.8                                   | 3.3                                 | 2.9                                 |
| Interconnect #1 Water Age<br>(days)       | 4.9                                     | 4.5                                   | 4.7                                 | 4.1                                 |
| System Average Water Age                  | 2.8                                     | 2.3                                   | 2.6                                 | 2.4                                 |
| Total Demand                              | 280 gpm<br>(0.403 mgd)                  | 330 gpm<br>(0.475 mgd)                | 305 gpm<br>(0.439 mgd)              | 325 gpm<br>(0.468 mgd)              |
| City Usage                                | 140 gpm<br>(0.202 mgd)                  | 140 gpm<br>(0.202 mgd)                | 140 gpm<br>(0.202 mgd)              | 170 gpm<br>(0.245 mgd)              |
| Customer Usage                            | 135 gpm<br>(0.194 mgd)                  | 135 gpm<br>(0.194 mgd)                | 135 gpm<br>(0.194 mgd)              | 135 gpm<br>(0.194 mgd)              |
| Desoto Auto Flushers                      | 5 gpm<br>(0.007 mgd)                    | 55 gpm<br>(0.079 mgd)                 | 30 gpm<br>(0.043 mgd)               | 20 gpm<br>(0.029 mgd)               |

# 4.0 Water Quality and Operational Maintenance

Desoto County's water system has more capacity than customer demand. With this condition, water age can affect the finished water quality. This section identifies some of the key water quality parameters to monitor; along with additional maintenance activities that could reduce some of the man-power requirements and the volume of water used in the flushing process.

#### 4.1 WATER QUALITY

The Hydraulics and Water Balance section (Section 3.0) illustrated eight water-age scenarios (detention times) within Desoto County's transmission main system. Based on this analysis, the water age at the far end of the system was projected to be at least 4.7 days, even under the best-case scenario. Water age impacts water quality and can degrade some constituents to a level of regulatory concern and/or cultivate additional water quality concerns, such as nitrification. In order to avoid regulatory concerns and nitrification issues, some of the key constituents to monitor are identified below; along with possible changes in water quality due to water age and/or nitrification. At minimum, it is recommended that these constituents be monitored daily at the South Booster Pump Station and weekly at the oldest water age locations.

| <u>Constituent</u> |                 | Trends to Monitor   |
|--------------------|-----------------|---|
| ۰                  | Monochloramines | A decrease in chloramine residual may result from water age or other related demands in the pipeline supply.    |
| •                  | Temperature     | Higher temperatures will reduce chloramine residuals at a faster rate and accelerate the nitrification process. |
| •                  | Free Ammonia    | Free ammonia will increase with a decrease in chloramine residual.  |
| •                  | Nitrites as N   | Nitrites will increase if nitrification is present.   |
| ٠                  | Nitrates as N   | Nitrates could decrease if nitrification is present.  |
| •                  | pH units        | pH units will decrease if nitrification is present.   |
| ٠                  | Alkalinity      | Alkalinity will decrease if nitrification is present.   |

Currently, Desoto County staff maintains the water system by monitoring total chlorine residuals at select sample site locations, performing dead end flushing activities, and using timed automatic flushers within its transmission system. These maintenance activities help reduce water age and ensure total chlorine residuals remain above the minimum regulatory requirements. Additionally, Desoto County monitors chloramine residuals, total and free ammonia, and pH on a daily basis at the South Booster Pump Station.

Since Desoto County's water system has some water age concerns, Black & Veatch also reviewed laboratory data from Walmart Super Center, Stop-N-Go, Nocatee Elementary, and Walmart Distribution sites to determine if the chlorine demands have been met (iron and manganese); along with two of the nitrification indicators above (nitrate and nitrite). Based on the data reviewed, there does not appear to be significant nitrification or extra chlorine demand issues at these sites.

#### 4.2 POTENTIAL SYSTEM AND OPERATIONAL ADJUSTMENTS

Maintaining Desoto County's water system requires a significant commitment of man-hours to monitor chlorine residuals and to perform the flushing activities. Additionally, it is necessary for staff to track water usage relative to the water supply contract conditions and the annual average daily flow requirements. Based on Black & Veatch's review analysis and updated hydraulic modeling of the system, several potential facility improvements were identified that may improve the chlorine residual, reduce the volume of flush water, or reduce the man-hours required of these activities. Below is a brief summary of these system improvements which are identified as either Flushing Improvements or Alternatives to Flushing. At the end of this section a conceptual cost/benefit table is provided for each consideration.

#### Flushing Improvements

- 1. Online chlorine analyzers could be installed at select locations with the analyzer signals routed to the existing SCADA system for real-time monitoring. If positioned strategically, the analyzers could also be used with the automatic flushers to initiate an Open-Close command based on the residual readings and reduce flushing as compared to 24 hour and/or scheduled flushing.
- 2. An additional automatic flusher may be needed for the new 12-inch pipeline. The automatic flusher should be equipped with solenoid valves so they can be controlled from SCADA in an Open-Close position. Control of the solenoid valves can be manually initiated by staff or automatically from SCADA based on online analyzer measurements.

#### Alternatives to Flushing

- 3. The current strategy to reduce water age is by flushing. The hydraulic modeling of the Desoto County System projected a minimum water age as high as 4.7 days (Option 7) in the farthest part of the County's system, even under the best flushing scenario. A supplemental approach to reduce the flushing demands is to install a chemical feed trim facility (bleach/ammonia). This option would increase the chlorine residuals in the North Booster Station area and reduce the flushing requirements. The system could be controlled from SCADA via online analyzer measurements. One possible location for the chemical feed trim system could be near the intersection at State Road 760A and State Road 31, but it would require further evaluation. Additionally, the system model should also be updated with chlorine residual projection to aide with sizing of the chemical metering pumps and the optimum location.
- 4. The County could evaluate an alternative water supply to the DJJ area which would eliminate the need for the continuous automatic flusher at this location.
  - a. An option to consider would be bottled water and/or a new chlorinated well supply with pressure filter to each customer. The existing well pumps are oversized for this application. The existing 16-inch pipeline would also serve for fire protection only (non-potable) and protected with a backflow preventor.

- b. Another option could be to downside the 16-inch pipeline which would reduce the pipeline volume and the auto flusher rate. For example, reducing the current 16-inch pipeline to an 8-inch pipeline would reduce the pipeline volume by 55,000 gallons and would only require a flush rate of 13 gallons per minute as compared to the current 55 gallons per minute. The actual pipeline sizing would require further evaluation if considered.
- c. Black & Veatch understands that the water quality in this area is poor and there is no guarantee that new individual wells to each customer would be satisfactory without additional treatment. The water quality would need to be analyzed and additional home treatment devices could be explored, possibly reverse osmosis (RO) units.

The downside to Alternative 4 is that the water age will increase in the 16-inch transmission main to the City. Options 3, 5, and 6 (Table 3-2) illustrate the approximate water age for each option, reduces the water loss in the system, and therefore leads to a chemical trim system because of the greater than 4 days of water age. However, the selection of a chemical trim system needs to be evaluated further and adding chlorine residuals to the model would be a great benefit for not only residual projections but also for sizing chemical metering pumps.

- 5. The 16-inch transmission main system could be modeled to see if a "Fill-Drain" concept improves water age by using the South and North Booster Pump Station storage tanks in an On-Off cycle. This general concept uses the South Booster Pumping Station to fill the North Booster tank (while meeting system demand), the North Booster Pumping Station supplies the system after the tank is filled, and a low North Booster tank level restarts the South Booster Pumping Station. One advantage to this concept is each Booster station has chemical feed "trim" systems. The disadvantage may be the length of transmission main and turnover of the water supply. This concept needs to be modeled and the pumping stations control logic evaluated.
- 6. The system improvements identified above will require upgrades to the current SCADA system. The control logic could be designed with **Remote Manual** and/or **Remote Automatic** control. **Remote Manual** control would require staff to Open-Close or Start-Stop devices from a remote workstation site. **Remote Automatic** would allow the SCADA system to control these devices based on instrumentation readouts (signals).

#### **Conceptual Cost/Benefit**

**Table 4-1** provides a high level summary of the conceptual cost/benefit analysis for the FlushingImprovements and the Alternatives to Flushing. If any option appears favorable to the City and theywish to explore further evaluation it should also include preliminary cost estimates.

| Table 4-1 Conceptual Cost/Benefit Summary |
|---|
|---|

|  |  | CONCEPTUAL   |  |
|--|--|--|--|
| ITEM   | MAJOR EQUIPMENT  | CONCEPTUAL<br>COST   | BENEFITS   |
| #1 – Flushing Improvements<br>(Online Analyzers)   | <ul> <li>Chlorine Analyzers</li> <li>Precast Building</li> <li>SCADA Upgrades</li> </ul>   | \$15K to \$30K<br>per selected<br>site   | <ul> <li>Continuous system monitoring</li> <li>Remote flusher control</li> <li>Reduces water age</li> <li>Controls flush water volume</li> <li>Potential decrease in flush water volume</li> </ul> |
| #2 – Flushing Improvements<br>(Additional Auto Flushers)   | <ul> <li>Flusher Assemblies</li> <li>Chlorine Analyzers</li> <li>Precast Buildings</li> <li>SCADA Upgrades</li> </ul>  | \$13K to \$28K<br>per selected<br>site   | <ul> <li>Continuous system monitoring</li> <li>Remote flusher control</li> <li>Reduces water age</li> <li>Controls flush water volume</li> </ul>   |
| #3 – Alternatives to Flushing<br>(Chemical Feed Trim System)   | <ul> <li>Bleach Feed System</li> <li>Ammonia Feed System</li> <li>Piping Modifications</li> <li>Precast Building</li> <li>Chlorine Analyzers</li> <li>SCADA Upgrades</li> </ul>                                    | \$75K to \$150K<br>per location  | <ul> <li>Boosts chloramine residuals</li> <li>Remote dosage control</li> <li>Continuous system monitoring</li> <li>Decrease in flush water volume</li> </ul>                                       |
| <ul> <li>#4 – Alternatives to Flushing</li> <li>(DJJ Area)</li> <li>a. New supply</li> <li>b. Resize pipeline</li> </ul> | <ul> <li>Home Treatment Device</li> <li>Bottled Water Cooler, or</li> <li>Residential Well with<br/>Chlorinator</li> <li>7,100 ft. of Pipeline</li> <li>RPZ Backflow Preventor</li> <li>System Modeling</li> </ul> | \$2K/device<br>\$25/month<br>\$5K to \$12K<br>\$800K to 1.2M<br>\$20K to \$25K<br>\$10K to \$15K | <ul> <li>Decrease in DJJ flush water<br/>volume (zero?)</li> <li>Potential to improve system<br/>flushing efficiency</li> </ul>  |
| #5 – Alternatives to Flushing<br>(GST Fill-Drain Concept)  | <ul> <li>System Modeling<br/>(add Cl2 residuals to the<br/>model)</li> </ul>   | \$20K to \$30K   | <ul> <li>Potential to reduce water age</li> <li>Potential to reduce flush<br/>volume</li> <li>Could require a SCADA control<br/>logic upgrade if favorable</li> </ul>                              |
| #6 – Alternatives to Flushing<br>(SCADA Upgrades)  | <ul> <li>Radio Wave<br/>Communication to<br/>SCADA System Upgrades</li> </ul>  | \$10,000 per<br>selected site<br>(does not<br>include<br>software for<br>SCADA, if<br>needed     | <ul> <li>Improved control and<br/>monitoring of the system.</li> <li>Potential reduction in water<br/>age</li> <li>Potential reduction in flush<br/>water volume</li> </ul>                        |

The Flushing Improvements and Alternatives to Flushing will require design considerations and capital funding to complete.

# DeSoto County Utilities and Peace River Manasota Regional Water Supply Authority | WATER SYSTEM ASSESSMENT

Below are several operational strategies that the County could implement in the short-term to help improve water quality and reduce flush water volume during normal operations.

- Black & Veatch reviewed the dead end flushing SOP and would encourage the County to increase the minimum total chlorine residual to 2.5 mg/L. Chloramine residuals above 2.5 mg/L help reduce some of the nitrification concerns.
- 2. The County could monitor water temperature and adjusts flushing practices accordingly. Temperature can influence the rate of degradation in chloramine residuals. Over the past year, the finished water supply from Peace River ranged from around 18°C to 32°C. The cooler water temperatures can sustain a less degrading chloramine residual and may require less flushing (including the automatic flushers). IMPORTANT: When flushing, the chlorine residuals should be monitored so the assembly can be shut off after the chlorine residual setpoint is met.
- 3. The County staff can set minimum chlorine residuals at each flush assembly. Based on staff's experience, the setpoint may not be the same at all locations. Chlorine residuals are monitored weekly (at a minimum) at each automatic flushers with adjustments to the timer, as needed. Chlorine residuals should also be monitored while flushing hydrants and the hydrants should be shut off after the setpoint has been reached.
- 4. Free chlorine "burn" maintenance activities may also benefit Desoto County. Utilities have different opinions on this maintenance activity, but some indicate a more stable residual after completing the "burn." Desoto County has indicated similar results with its past "burn" activities. Desoto County has the option to coordinate a "burn" with the City and their system engineer (Hazen and Sawyer) because of the interconnects, or Desoto County could perform it separately by closing the City interconnect and flushing select locations within the County's system.
- 5. Desoto County should consider a leak detection survey program offered by SWFWMD, if it has not been completed recently. This program is free to small utilities. Black & Veatch reviewed various water usage/consumption reports that showed a distinct difference between purchased water and metered sales for the County's entire system. Black & Veatch assumes the majority of the difference is from the flushing activities, but a leak survey will help verify accountability.

### 5.0 Recommendations

Black & Veatch has updated the system hydraulic model and conducted water balance assessments of the Desoto County water system. The eight figures associated with Attachment 1 illustrate the projected system water age, from no flushing to optimized flushing. Because of the need to reduce water age at the far end of the system and the flush water quantities, Black & Veatch offers the following recommendations for Desoto County to consider.

#### Water Quality

- 1. Add the water quality monitoring constituents discussed in Section 4.1. These constituents should be monitored daily at the South Booster Pump Station and on a weekly or bi-weekly basis at the far end of the system (2 locations).
- 2. Increase the minimum total chlorine residual from 0.6 mg/L to 2.5 mg/L with the County's dead end flushing procedure and/or other flushing practices as applicable.

#### Maintenance

- 3. Determine the minimum total chlorine levels when flushing various parts of the system. These minimum levels may not be the same for all locations.
- 4. Monitor the total chlorine level on a weekly basis (at a minimum) at the automatic flushers; while adjusting the timer or flow rate, as needed.
- 5. Continue the free chlorine "burn" maintenance activity. The County may want to consider two "burns" per year based on water quality data.
- 6. Schedule the leak detection survey program through SWFWMD, if it has not been completed recently.

#### Maintenance Projects

- 7. Consider upgrades to the system to include additional system modeling per the alternatives, online analyzers, automatic flush control valves, a chemical feed "trim" system, and SCADA system improvements. These additions will improve system monitoring and control, water quality, flush water quantities, and increase staff time for other maintenance activities.
- 8. Determine the location of the last end user on the new 12-inch pipeline to interconnect #2. Based on this location, the pipeline could be isolated and maintained with an automatic flusher; which results in a shorter pipeline and interconnect #2 removed from service until needed. This option would increase the flow to interconnect #1 and further reduce the water age in this area.
- 9. Investigate the options of a co-funding program with SWFWMD for design support, equipment procurement, and installation.

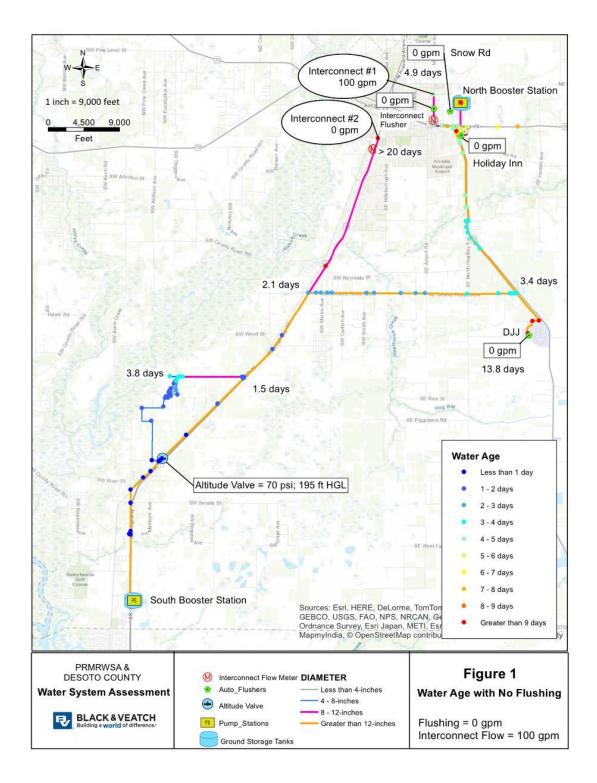
#### **Standard Operating Procedures**

The County should consider performing a GAP analysis to identify additional Standard Operating Procedures (SOPs) that could be added to the County's current SOP library. Below is a list of SOPs commonly used by utilities similar to Desoto County. Black & Veatch has developed several relevant draft SOPs (Appendix) that the County may consider implementing.

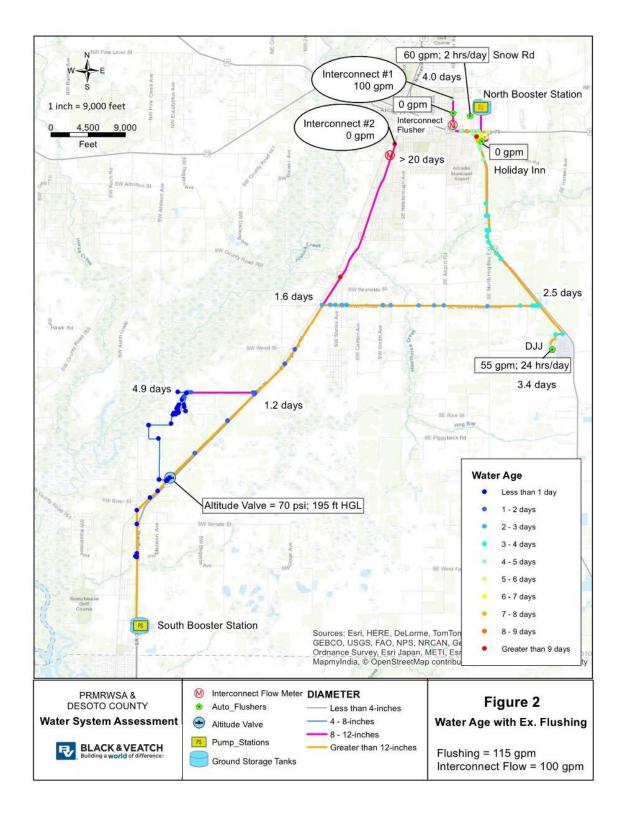
- Online analyzer calibration and maintenance procedures
- Field test kit calibration and measurement procedures
- Chemical delivery procedures
- Emergency chemical spill procedures
- Chemical metering pump drawdown calibrations
- Chemical metering pump maintenance procedures
- Procedures for testing and repair of certified backflow devices
- Regulatory sampling procedures (bacteriological, lead/copper, DBP's, etc.)
- Customer complaint procedures
- Employee callout procedures
- Ground storage tank inspection, cleaning, and disinfection procedures
- Process flow meter maintenance procedures
- System startup and shutdown procedures for North Booster Tank
- System startup and shutdown procedure for South Booster Tank
- Storage tank recirculation pump procedure
- North and South Booster pumps maintenance procedures
- Daily water quality monitoring procedures
- Emergency operations procedures (hurricane, tornado, 16-inch pipeline break, loss of commercial power, etc.)

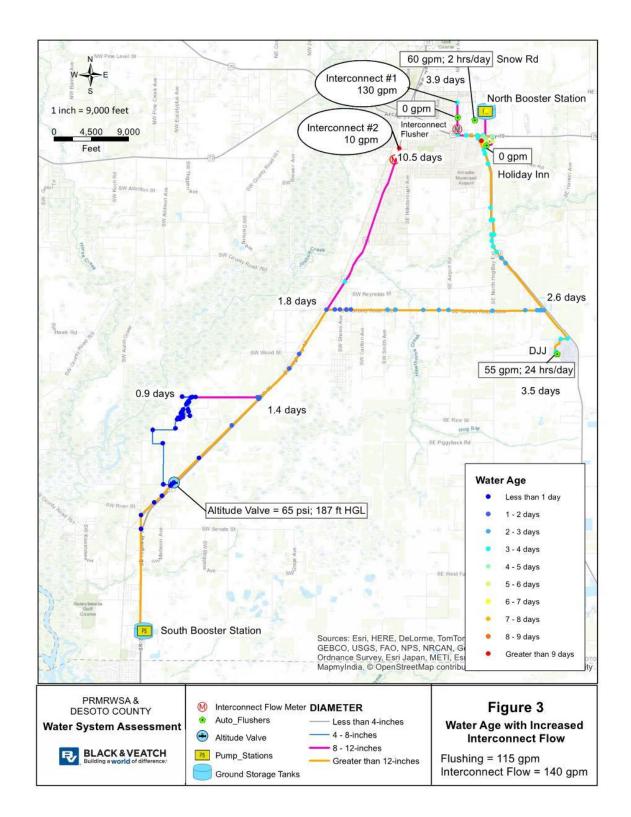
# 6.0 Attachment 1 – Water Age Figures

#### Figure 6-1: Water Age with No Flushing

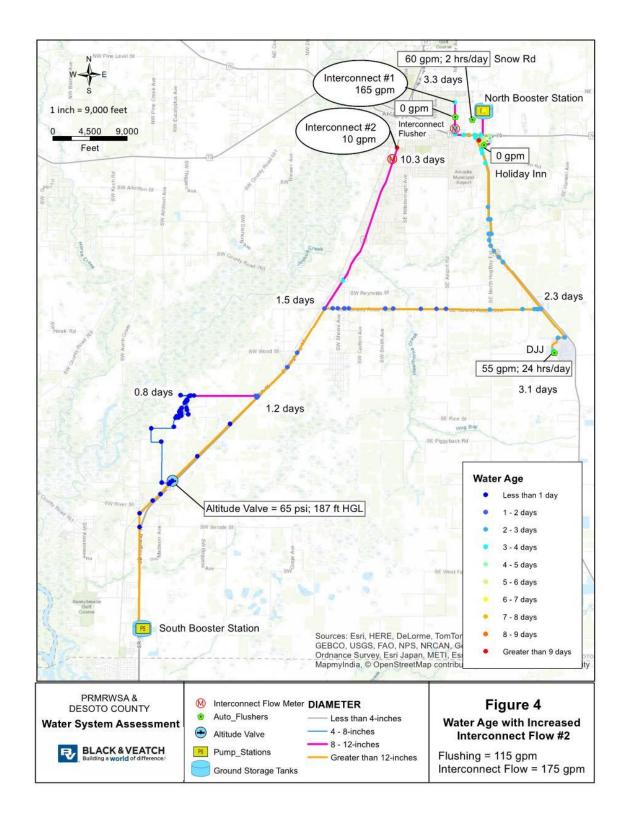






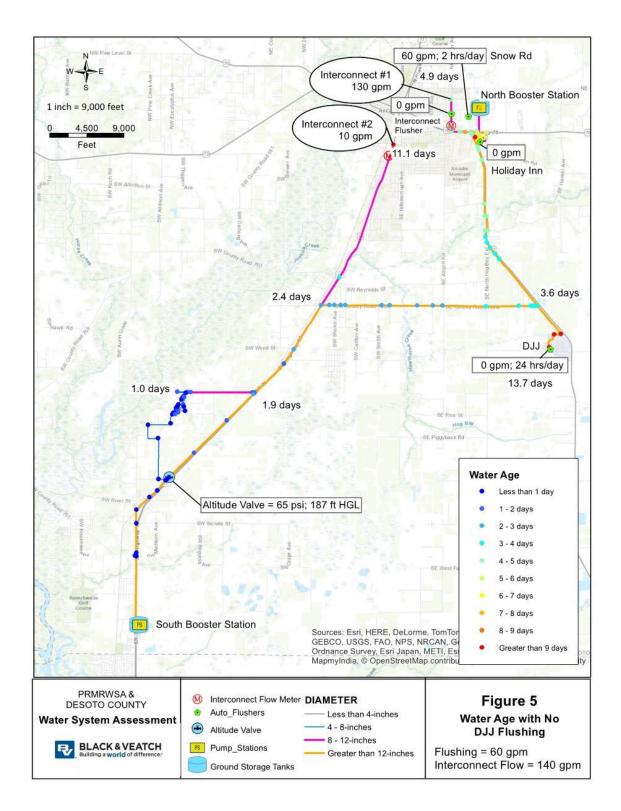




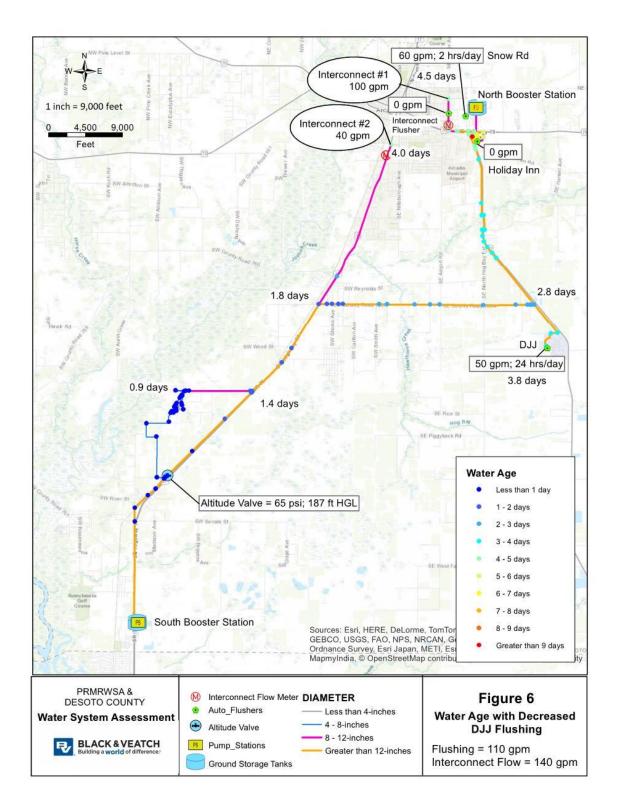


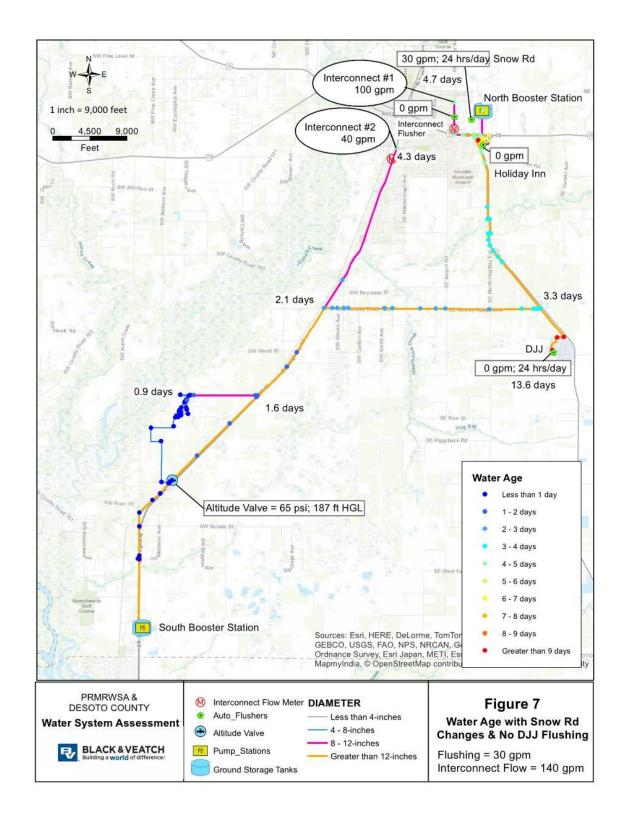




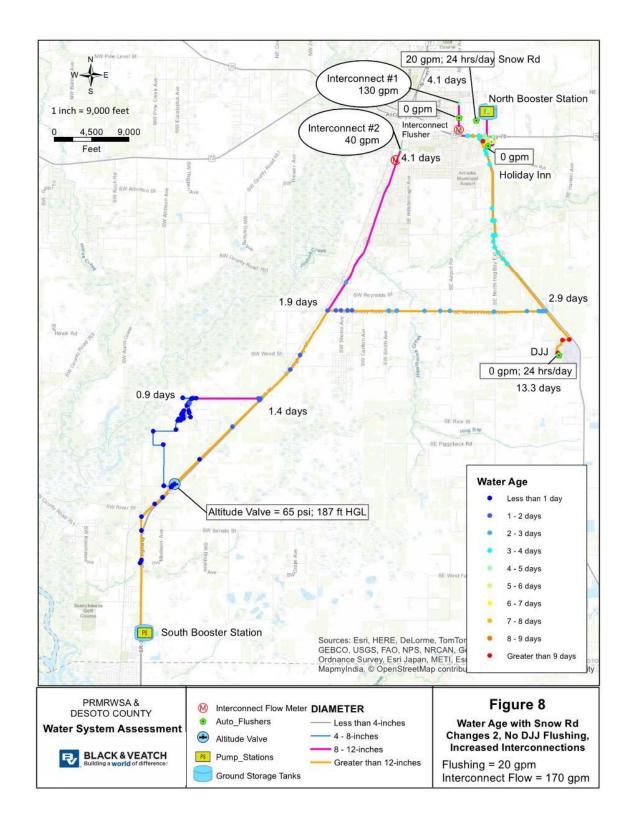








#### Figure 6-7: Water Age with Snow Road Changes and No DJJ Flushing (Option 5)





# Appendix A. Standard Operating Procedures: Breakpoint Chlorination Curves

# DESOTO COUNTY UTILITIES STANDARD OPERATING PROCEDURES

| SOP Title: Breakpoint Chlorination Curve | Original Date:            |  |
|--|---------------------------|--|
| Prepared By:                             | Revision Number: Original |  |
| Approved By/Position:                    | Revision Date:            |  |
| Approval Date:                           | Effective Date:           |  |

# I. Purpose

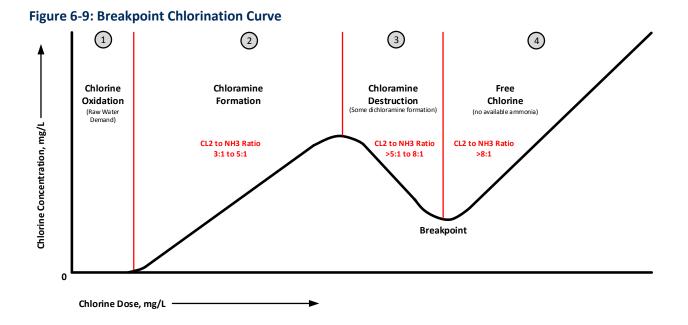
Breakpoint chlorination is a practice of converting chloramine residuals to free chlorine. Desoto County will use this practice during a "free burn" maintenance program on the transmission and distribution pipelines. Understanding of breakpoint chlorination is also a benefit when trimming (increasing) a chloramine residual to avoid a ratio imbalance which could decrease the residual concentration. This procedure will identify the steps in breakpoint chlorination and provide an example calculation for converting chloramines to free chlorine as with the "free burn" maintenance program.

# II. Equipment

- Calculator
- Chemical metering pumps (bleach)
- Total and free ammonia test kits
- Total and free chlorine test kits

### III. Procedure

In general, the breakpoint chlorination curve is a 4 step process. Figure 1 illustrates the breakpoint curve along with a brief description of each step. Please note the chlorine to ammonia ratios in Step 2 shows the chloramine formation. The ratios of 3:1 to 5:1 are typically used in the chloramination practice, with a 5:1 ratio as being optimum. Also, Step 3 represents the chloramine destruction phase and increases in the chlorine to ammonia ratios decrease the chloramine residual. Avoiding these increasing ratios are key in the chloramine "trimming" process. Lastly, the actual breakpoint ratio (Step 3 to 4) can range from 7:1 to 8:1, and then free chlorine is present.



**Step 1** – This is the chlorine oxidation step where raw water demands are met through chlorination but free chlorine residuals are not measureable. As the chlorine dose is increased above this level, free chlorine becomes available and you move to Step 2.

**Step 2** – This step shows how the increase in free chlorine reacts with ammonia concentrations to form chloramines. When the chlorine to ammonia ratio is within the 3:1 to 5:1 range, most of the chloramine formation is as a monochloramine residual; however, there can also be some inert chloroorganics formations.

**Step 3** – The oxidation or destruction of a chloramine residual occurs by increasing the chlorine to ammonia ratio above 5:1. This can be done by increasing the chlorine dose by itself or likewise, by lowering the ammonia dose. During this step, the monochloramine concentrations decrease and some dichloroamines are formed. As the chlorine to ammonia ratio is further increased, the chloramine and ammonia concentrations decrease to virtually zero at breakpoint.

**Step 4** - Following breakpoint, and as the chlorine dose is increased, the free chlorine residual increases proportional to the dose. At this step, there could be very low levels of residual chloramines and chloroorganics.

#### **Example Calculation**

The calculation below illustrates the steps for converting chloramines to free chlorine residuals. This method provides initial dosage set points but the final feed set points should be based on actual free chlorine measurements.

Given the following data:

| Total Ammonia               | = 0.94 mg/L   |
|-----------------------------|---------------|
| Pumpage Flow Rate           | = 0.385 mgd   |
| <b>Bleach Concentration</b> | = 12.0%       |
| Bleach S.G.                 | = 1.15        |
| Bleach S.G.                 | =9.62 lbs/gal |
| Chloramine Residual         | = 4.70 mg/L   |
| Free Chlorine Residua       | l = 5.00 mg/L |

1. Determine the total ammonia concentration.

|    | Total Ammonia Concentration, mg/L                                    | = (total ammonia, mg/L)<br>= (0.94 mg/L)<br>= <b>0.94 mg/L</b>   |
|----|--|--|
| 2. | Determine chlorine dose to breakpoin<br>Chlorine Dose to Breakpoint, | nt.<br>= (total NH3, mg/L) * (constant Cl2 dose, 10.0 mg/L)<br>= (0.94 mg/L) * (10 mg/L)<br><b>= 9.40 mg/L</b>                                     |
| 3. | Determine the desire free chlorine res<br>Free Chlorine Residual     | sidual.<br>= (desired residual)<br><b>= 5.0 mg/L</b>   |
| 4. | Determine the free chlorine dose.<br>Chlorine Dose, mg/L             | = (to breakpoint dose, mg/L) + (free residual, mg/L)<br>= (9.40 mg/L) + (5.0 mg/L)<br>= <b>14.4 mg/L</b>   |
| 5. | Calculate the chlorine feed rate in pou<br>Chlorine Feed, lbs/day    | ands per day.<br>= (flow, mgd)* 8.34 lbs/gal)*(dose, mg/L)/(bleach%)<br>= (0.385 mgd)* 8.34 lbs/gal)* 14.4 mg/L)/ (12.0 %)<br>= <b>385 lbs/day</b> |
| 6. | Calculate chlorine feed rate in gallons<br>Chlorine Feed, gpd        | per day.<br>= (lbs/day) / (bleach S.G. lbs/gal)<br>= (385 lbs/day) / 9.62 lbs/gal)   |

|   | = 40.0 ga | <b>l/day</b> or |
|---|-----------|-----------------|
| - |           |                 |

Chlorine Feed, gph = (40.0 gpd) / (24 hrs/day)= 1.67 gph

# **IV.** Safety

The practice of breakpoint chlorination can be controlled in a **Local** mode at the chemical metering pumps or in **Remote** mode via Supervisory Control and Data Acquisition (SCADA), Programmable Logic Controllers (PLC), and/or Human Machine Interface (HMI) systems. Both types of control may require personnel to be exposed to the sodium hypochlorite and/or ammonium sulfate chemical feed systems. The following personal protective equipment (PPE) should be available if working with either chemical feed system. The list below may not include all site specific protective equipment but each employee is responsible for a safe working environment.

- Hard hat
- Safety goggles
- Steel toed rubber boots (chemical resistant if available)
- Face shield
- Chemical resistant gloves
- Chemical resistant apron

Two additional items should also be reviewed prior to working with the chemical feed systems and/or reviewed and tested as part of the safety program on a regular basis.

- Material Safety Data Sheets (MSDS) for sodium hypochlorite and ammonium sulfate
- Emergency eye wash/shower should be tested and tagged on a regular basis, i.e. monthly.

# Appendix B. Standard Operating Procedures: Chloramine Trim Procedure

# DESOTO COUNTY UTILITIES STANDARD OPERATING PROCEDURES

| SOP Title: Chloramine Trim Procedure | Original Date:            |  |
|--------------------------------------|---------------------------|--|
| Prepared By:                         | Revision Number: Original |  |
| Approved By/Position:                | Revision Date:            |  |
| Approval Date:                       | Effective Date:           |  |

### I. Purpose

Peace River Manasota Regional Water Supply Authority (PRMRWSA) delivers a chloraminated supply to Desoto County's South Booster Pumping Station ground storage tank (GST). The County then pumps this supply for delivery to their customers. During normal operations, the County "trims" the chloramine residual leaving the GST to around 4.7 mg/L. There are two key conditions to avoid when trimming a chloramine residual, 1.) the breakpoint chlorination curve and/or 2.) over feeding the ammonium sulfate which could lead to excess free ammonia and potential for nitrification in the distribution system. This procedure provides some guidelines for determining the chlorine to ammonia feed ratio and associated feed rates.

# II. Equipment

- Total and free chlorine test kits
- Total and free ammonia test kits
- Calculator
- Bleach chemical metering pumps
- Ammonia chemical metering pumps

### III. Procedure

The general procedure below provides a guideline for "trimming" a chloramine residual. It's important to note that the ammonium sulfate product could have some inert properties that may not form as a chloramine. Because of this property, utilities usually target 0.1 mg/L free ammonia residual which helps safeguard against the destruction of the chloramine residual and starting down

the breakpoint chlorination curve. Additionally, the final chlorine to ammonia ratio settings should always be based on the free and total ammonia residual measurements.

- 1. Analyze the free and total ammonia concentrations in the chloraminated supply.
- 2. Calculate the chlorine to ammonia ratio.
  - a. Total Ammonia Free Ammonia = Combined Ammonia with Chlorine
  - b. Chloramine Residual / Combined Ammonia with Chlorine = ratio
- 3. If the free ammonia concentration is around 0.10 mg/L and the chloramine concentration is at set point, continue with the current chlorine to ammonia ratio.
- 4. If the free ammonia concentration is at zero or very close to zero, the ammonia feed rate needs to be increased or the chlorine dose decreased to obtain a desired free ammonia concentration of 0.10 mg/L. Check the chlorine to ammonia ratio and adjust accordingly. Step 6 provides an example calculation for lowering the ammonia concentration but the same feed rate calculation is used for lowering or increasing ammonia and chlorine concentrations.
- 5. If the free ammonia level is greater than 0.10 mg/L, (i.e. 0.25 mg/L) the ammonia feed rate needs to be decreased or the chlorine dose increased to obtain the desired free ammonia concentration of 0.10 mg/. Check the chlorine to ammonia ratio and adjust accordingly. Step 6 provides an example calculation for lower the ammonia concentration but the same feed rate calculation is used for lowering or increasing ammonia and chlorine concentrations.
- 6. The feed rate calculation below can be used for increasing or decreasing the ammonia and chlorine concentrations. The feed rate adjustment is based on the difference between the current and new concentration. This value is then used with the feed rate calculation to add to or take away from the current feed rate setting. The example below is lowering the ammonia concentration from 0.94 mg/L to 0.89 mg/L.
  - Feed rate adjustment between concentrations (±). lbs/day = (flow, mgd) \* (8.34 lbs/gal) \* (residual difference, mg/L) / (ammonia %) lbs/day = (0.385mgd) \* (8.34 lbs/gal) \* (0.05 mg/L) / (10.3%) lbs/day = 1.56
  - Current feed rate.
     lbs/day = 29.3 (current dose)
  - New adjusted feed rate.
     lbs/day = 27.74 (adjusted dose)

The feed rate adjustment above will need time to stabilize but will most likely require some small feed rate adjustments to meet the new concentration and/or free ammonia target value.

# **IV.** Safety

Safety is a key priority when working around chemical feed systems and test kit chemical reagents. Periodically safety meetings are held with staff to review the chemical hazards and protective equipment. The main safety guidelines when working with chemical feed systems are provided below but each employee is responsible for their personal safety (and public) and should evaluate the work site before starting the work.

- 1. Material Safety Data Sheets (MSDS) should be onsite for the sodium hypochlorite and ammonium sulfate feed systems at the North and South Booster Pump Station. These data sheets should be reviewed at least quarterly, if not more often.
- 2. MSDS data sheets should be included with each water test kit. Again, these sheets should be reviewed at least quarterly, if not more often.
- 3. At the chemical feed facilities, the eye wash/shower should be tested monthly along with the alarm features. If onsite and working with the chemical feed systems, personnel need to be notified that can observed if the eye wash/shower for activation.
- 4. Personal protective equipment should be worn at all times while working in the sodium hypochlorite and/or ammonium sulfate area. This should include goggles, face shields, chemical resistant gloves, hard hat, chemical resistant apron, and steel toed rubber boots. With the field test kit reagents goggles and resistant gloves should be worn at a minimum.

# Appendix C. Standard Operating Procedures: Chlorine Maintenance – Free Burn

# DESOTO COUNTY UTILITIES STANDARD OPERATING PROCEDURES

| SOP Title: Chlorine Maintenance – Free Burn | Original Date:            |  |
|---|---------------------------|--|
| Prepared By:                                | Revision Number: Original |  |
| Approved By/Position:                       | Revision Date:            |  |
| Approval Date:                              | Effective Date:           |  |

# I. Purpose

This Standard Operating Procedure is to provide guidelines for converting the Desoto transmission main system from chloramines to free chlorine; and then back to chloramines. This type of chlorine maintenance program on the Desoto County system is commonly referred to as a "Free Burn", and requires coordination with the City of Arcadia (City) or the County could complete a free burn but without delivery to the City. Utilities that perform a chlorine maintenance program usually convert their systems once or twice per year; and for a duration of 3 to 4 weeks.

# II. Equipment

- Total and free chlorine test kits
- Total and free ammonia test kits
- pH/temperature test kit
- 2-inch valve key
- Fire hydrant wrench
- Flushing log book
- Chlorine neutralization reagent (i.e. sodium bisulfite), as required
- Calculator

# III. Procedure

The conversion of Desoto County's transmission main system from chloramines to free chlorine; and then back to chloramines involves some general and specific procedures. Additionally, the concept of breakpoint chlorination needs to be understood for the appropriate dosing of chlorine (see breakpoint chlorination SOP). The "free burn" maintenance program starts at the South Booster

Pump Station and ends at the interconnects to the City. The conversion of Desoto County's system to free chlorine requires the following steps and procedures. Below is a general outline that discusses these areas.

- General procedures to complete before starting the free burn.
- The conversion process at the South Booster Pump Station.
- Transmission main tracking, flushing, and analysis.
- The conversion process at the North Booster Pump Station.

### **General Procedures**

- 1. The Florida Department of Environmental Protection (FDEP) should be notified of the "free burn" start and end dates.
- 2. The Desoto County water customers need to be notified of the "free burn" start and end dates. Notifications can be through news media, letters, water bill inserts, etc. Examples of priority customers include hospitals, clinics, senior centers, fish owners, and dialysis centers. Desoto County may have additional customers to add to the priority notifications.
- 3. Identify a staff person to manage and/or operate as a call center spoke person for customer inquiries during the free burn process.
- 4. Verify the contact information between Desoto County and the City personnel.
- Desoto county staff needs to confirm the detention times from South Booster Pumping Station to the City interconnects based on current and additional flushing activities. Careful planning is needed to meet the City's conversion date. The anticipated range is somewhere between 3 to 4 days.
- 6. Desoto County and the City need to determine the duration of the free burn maintenance activity. The conversion process for Desoto County starts at the South Booster Pump Station before the City starts; along with conversion back to chloramines.

### South Booster Pump Station

- 1. No adjustments are made to the Peace River influent supply and/or at the South Booster ground storage tank.
- 2. The effluent supply from the South Booster ground storage tank is converted to free chlorine by the existing sodium hypochlorite chemical feed system.
- 3. Refer to the Breakpoint Chlorination Standard Operating Procedure for calculating the sodium hypochlorite feed rates for converting to free chlorine.
- 4. Replace the total chlorine analyzer reagents, if required to monitor free chlorine residuals.

- 5. Turn off the ammonium sulfate chemical feed system.
- 6. Adjust the bleach feed system for the desired dosage and residual set point.

### Transmission Main

### **TO FREE CHLORINE**

- 1. Leave the current auto flushing assemblies at the present settings.
- 2. Identify additional flushing assemblies along the transmission main and service areas from south to north, i.e. Liverpool area, Hull area, highway 17 and 760A intersection, highway 760A and 31 intersection, Desoto customers within City, etc.
- 3. Calculate the approximate detention time (with additional flush assemblies) from the South Booster Pump Station to the Desoto County interconnect(s) with the City. (2 interconnects)
- 4. The Desoto County "free burn" process will start several days before the City begins their "free burn" process. Desoto County needs to coordinate and regularly update the City with the anticipated time to reach the City interconnect(s) on a daily basis (minimum).
- 5. Desoto County starts the "free burn" conversion at the South Booster Pumping Station and opens additional flushing assemblies from a south to north direction but only within specific areas at a time (i.e. Liverpool area, then Hull area, etc.) After free chlorine is measured in one area; close those flushing assemblies and move to the next northern area and open those flushing assemblies.
- 6. Continue this progression until all extra flushing assemblies are closed and free chlorine is monitored at the Desoto County interconnect(s) to the City.

### **TO CHLORAMINES**

- Recalculate the approximate detention to convert the Desoto County system back to chloramines (should be similar to the free chlorine conversion) and starting at the South Booster Pump Station. Again, this process will begin several days before the City is ready to convert their system back to chloramines.
- 8. Restart the South Booster ammonia feed system and the chloramination process.
- 9. Follow the same additional flushing procedures above (steps 2 through 6) until a chloramine residual is monitored in each area and finally at the City interconnects.

### North Booster Pump Station

1. Desoto County should convert the North Booster tank from chloramines to free chlorine during the transmission main "free burn" process. The process includes shutting off the ammonia chemical feed system, using the tank's recirculation pump, and calculating the sodium

hypochlorite dose through breakpoint chlorination to the desired free chlorine residual measurement.

- 2. The conversion of the North Booster tank to free chlorine can occur simultaneously with the conversion of the transmission main, but the water supply needs to remain isolated to the tank at this time. NOTE: during this step the tanks water supply cannot be sent to the distribution system.
- 3. After the distribution system has been converted to free chlorine up to the City's interconnect(s), Desoto County could use the North Booster tanks free chlorine supply to meet the system demands while shutting off the South Booster Pumping Station.
- 4. As the North Booster tank reaches the low level, the North Booster tank is taken offline while the South Booster Pumping station is restarted.
- 5. The North Booster tank is refilled after the distribution system is converted back to chloramines. Desoto County can drain the free chlorine residual from the tank or add ammonia to the remaining free chlorine residuals before refilling with a chloraminated finished water supply.

# IV. Safety

Performing chlorine maintenance, "free burn" on Desoto County's water system involves operator exposure with chemical feed systems and distribution flushing procedures. During the potential for chemical exposure with bleach and ammonia feed systems, the operator should review and follow the Material Safety Data Sheets (MSDS) guidelines. The MSDS sheets should be available on site and at each pumping station. Personal Protective Equipment (PPE) should include hard hats, safety googles and face shield, chemical resistant gloves and apron, steel toes rubber boots, and emergency eyewash/shower at a minimum. Additionally, the distribution flushing follows the safety guidelines used with Water Distribution System Flushing standard operating procedures (SOP).

# Appendix D. Standard Operating Procedures: Water Distribution Flushing

# DESOTO COUNTY UTILITIES STANDARD OPERATING PROCEDURES

| SOP Title: Water Distribution Flushing Procedure | Original Date: February 28, 2012 |  |
|--|----------------------------------|--|
| Prepared By:                                     | Revision Number: rev 1           |  |
| Approved By/Position:                            | Revision Date:                   |  |
| Approval Date:                                   | Effective Date:                  |  |

# I. Purpose

This Standard Operating Procedure (SOP) is to ensure Desoto County water system meets or exceeds all health and preventative maintenance standards, the minimum chlorine residual requirements established by the Florida Department of Environmental Protection (FDEP), and maintain sufficient chlorine residual concentrations to reduce the potential for system nitrification issues.

# II. Equipment

- 2-inch valve key
- Fire hydrant wrench
- Chlorine test kit(s) (FDEP approved method)
- pH/temperature test kit
- Sample bottles (alkalinity, total/free ammonia, nitrite, and nitrate)
- Flushing Log Book (i.e. date, time, duration, start residual, end residual, and operator certification signature)
- Water cooler and ice
- Optional
  - $\circ$   $\;$  Fire hydrant flushing flow meter

# III. Procedure

1. Distribution system flushing is performed on Monday, Wednesday, and Friday at designated locations; which normally include dead ends and/or other pipeline segments with low water turnover or circulation as required (see flushing list and frequency).

- 2. Total chlorine residuals are first monitored at a representative water main before initiating the flushing process. Record the date, time, address and total chlorine measurement and attach this information to flushing log. If the total chlorine residuals are low in the water main, a system flush may be required, contact supervisor.
- 3. At the designated flush location, analyze the total chlorine residual after the first minute of flushing and record the date, time and residual measurement. Continue flushing and monitoring at 5 minute increments until the total chlorine residual is above 2.5 mg/L or at the designated minimum residual or equal to the water main but always greater than 0.6 mg/L. Record the time and residuals for each measurement in the flushing log.
- 4. Monitor and record the pH level at the start and finish of the flushing process. Record the results in the flushing log.
- 5. Weekly (biweekly) collect 500 ml water samples for analysis at each flushing location. Analysis includes free and total ammonia, alkalinity, and nitrates and nitrites.
- 6. Below is a general procedure for system flushing with a fire hydrant.
  - a. Select the direction of flow and 2 ½ nozzle for the flushing process. Verify the other nozzle caps are firmly closed.
  - b. Verify the fire hydrant is in the closed position.
  - c. Slowly loosen and remove the 2 ½ inch nozzle cap for flushing.
  - d. Survey the area for any flushing restrictions in the disposal area. Protect the ground surface from any erosion, as required.
  - e. Install fire hydrant flush dissipater/meter or fire hose to the 2 ½ flush nozzle, if needed.
  - f. IMPORTANT: STAND ON THE BACK SIDE OF THE FIRE HYDRANT AND AWAY FROM THE NOZZLES BEFORE OPENING FIRE HYDRANT. SLOWLY OPEN AND CLOSE ALL VALVES AND HYDRANTS TO PREVENT WATER HAMMER AND DAMAGE TO THE DISTRIBUTION SYSTEM.
  - g. Slowly open the fire hydrant until it is in the fully "Open" position.
  - h. Monitor and record the total chlorine residual and pH after the first minute of flushing.
  - i. Continue monitoring and recording the total chlorine residual in 5 minute increments.
  - j. Continue monitoring the total chlorine residual until it is above 2.5 mg/L or at the designated minimum residual or equal to the water main but always greater than 0.6 mg/L. Record the pH level and total gallons used at the end of the flushing process. Collect water samples as needed.
  - k. Slowly close the fire hydrant until it is in the fully "Closed" position.
  - I. Verify the fire hydrant water level in the barrel drains, if applicable.
  - m. Replace the nozzle cap and tighten.

- n. Complete all flushing and related information in the Distribution System and Valve Maintenance Log Books.
- o. Notify the supervisor of any abnormal conditions.

# IV. Safety

Water distribution flushing requires safety precautions of personal health and safety, along with public safety. The list below may not include all working conditions for all flushing locations but each employee is responsible for a safe working environment.

- 1. Park your vehicle in a location to eliminate blind spots to the public.
- 2. Use vehicle emergency flashers and strobe as required.
- 3. Assess the flush location for traffic control, lane guidance, flag man, etc.
- 4. Use "men working" signs and cones in heavy traffic areas, as required.
- 5. Always use personal protective equipment.
  - a. Hard hat
  - b. Safety glasses
  - c. Steel toed shoes and/or steel toed rubber boots
  - d. Leather gloves
  - e. Safety vest
  - f. Two way radios
  - g. Material Safety Data Sheets (MSDS) for water quality test kit chemical reagents

### PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY BOARD OF DIRECTORS MEETING May 30, 2018

### REGULAR AGENDA ITEM 7

### Professional Services Contract Negotiations for 'Integrated Regional Water Supply Plan 2020'

| Presenter -          | Mike Coates, Deputy Director  |
|----------------------|---|
| Recommended Action - | <b>Motion</b> to terminate contract negotiations with Carollo<br>Engineers, Inc. and authorize the Executive Director, or<br>designee, to negotiate a Professional Services contract,<br>scope of work and fee for the 'Integrated Regional Water<br>Supply Plan 2020' with HDR Engineering, Inc. |

At the April 4, 2018 meeting the Authority Board approved initiation of negotiations with Carollo Engineers, Inc., on a contract, scope and fee for the Authority's Regional Integrated Water Supply Plan 2020 (see April 4<sup>th</sup> Meeting Consent Item No. 4). On May 18, 2018 Carollo withdrew from consideration on this project. The firm ranked second by the Authority's Professional Services Evaluation Committee for the 2020 Master Plan was HDR Engineering, Inc. Staff believes that HDR is well qualified to perform this work, and requests Board authorization to negotiate a contract, scope and fee with HDR Engineering Inc., to complete the Authority's Regional Integrated Water Supply Plan 2020.

The negotiated contract, scope and fee is expected to be presented for Board consideration at the July 25, 2018 Meeting. The Project Budget remains at \$450,000, and a 50% co-funding share (up to \$225,000) has already been authorized from SWFWMD.

Budget Action: No Action Needed.

### Attachments:

Tab AApril 4, 2018 Board Consent Agenda Item No. 4Tab BMay 18, 2018 Correspondence from Carollo Engineers, Inc.

TAB A April 4, 2018 Board Consent Agenda Item No. 4

### PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY BOARD OF DIRECTORS MEETING April 4, 2018

### CONSENT AGENDA ITEM 4

### Consultant Ranking for 'Integrated Regional Water Supply Plan 2020'

**Recommended Action -**

**Motion** to approve ranking and authorize the Executive Director to negotiate a Professional Services contract, scope of work and fee for the Integrated Regional Water Supply Plan 2020 with the highest ranked firm; Carollo Engineers Inc.

On December 21, 2017 the Authority issued a Request for Qualifications for Professional Engineering services for the Integrated Regional Water Supply Plan 2020. Three (3) timely Proposals were received on January 31, 2018. In accordance with the Authority's Procurement Policy the Professional Services Evaluation Committee met on February 15<sup>th</sup> in a publicly noticed meeting in to review the SOQ's and rank the firms in order of preference.

In accordance with Authority's Procurement Policy, a ranking of the firms is submitted to the Board for review and action. Staff recommends the Board approve the Professional Services Evaluation Committee ranking of firms and authorize Executive Director to negotiate a Professional Services contract, scope of work and fee for the Integrated Regional Water Supply Plan 2020 with the highest ranked firm; Carollo Engineers Inc. The proposed contract, scope and fee would to be presented to the Board for consideration at a subsequent Board meeting (probably May 30, 2018).

| Rank | Firm                           | Office Location |
|------|--------------------------------|-----------------|
| 1    | Carollo Engineers, Inc.        | Sarasota, FL    |
| 2    | HDR Engineering, Inc.          | Sarasota, FL    |
| 3    | AECOM Technical Services, Inc. | Fort Myers, FL  |

### Budget Action: None.

### Attachments:

- Tab A Staff memorandum including selection committee tabulation, request for qualifications and Notice of Intended Decision
- Tab B Proposals from the three firms listed above (electronic)

### **MEMORANDUM**

| DATE: | February 20, 2018  |
|-------|--|
| TO:   | Patrick Lehman, Executive Director   |
| FROM: | Mike Coates, Deputy Director   |
| RE:   | Consultant Selection for 'Professional Engineering Services for the Integrated<br>Regional Water Supply Plan 2020' |

### **Recommendation**

Staff recommends Board approval of the Authority's Professional Services Evaluation Committee ranking below for Professional Engineering Services for the Integrated Regional Water Supply Plan 2020, and authorization for the Executive Director to negotiate a contract, scope and fee with the top ranked firm; Carollo Engineers, Inc. The negotiated contract, scope and fee will be returned to the Board at subsequent meeting for consideration.

| Ranking | Firm                          | Office Location |
|---------|-------------------------------|-----------------|
| 1       | Carollo Engineers, Inc.       | Sarasota        |
| 2       | HDR Engineering, Inc.         | Sarasota        |
| 3       | AECOM Technical Services, Inc | Fort Myers      |

### **Background**

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 Update. 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.

The timeframe for the Integrated Regional Water Master Plan project is 18 months (projected complete in late CY 2019) and budget is estimated at \$450,000. The SWFWMD Board in September 2017 approved 50% co-funding (\$225,000) for this project available in FY 2018. The co-funding agreement is included in Consent Item #5 of the April 4, 2018 Board packet.

### **Discussion**

Professional Engineering services are required to complete the Authority's Regional Water Supply Plan. On December 21, 2017 the Authority requested (advertised) Statements of Qualifications for firms interested in providing Professional Engineering Services for the Integrated Regional Water Supply Plan 2020. Three (3) SOQ's were received by the submittal deadline of January 31, 2018. In accordance with the Authority's procurement policy the SOQ's were reviewed by the Professional Services Evaluation Committee (PSEC) in a publicly noticed meeting at the Peace River Facility on February 15, 2018. Review criteria included: (1) Consultant Competence and Qualifications, (2) Experience on Similar Projects, (3) Project Manager Qualifications and Experience, (4) Project Approach, (5) Consultant Staff Resources, (6) Consultant Team Past Record on Authority Projects, and (7) Consultant Office Proximity to Authority Service Area.

The committee ranking sheet is attached and shows the following ranking (high to low); (1) Carollo Engineers, Inc., (2) HDR Engineering, Inc., and (3) AECOM technical Services, Inc. Staff recommendation is for Board approval of the PSEC ranking and authorization for the Executive Director to negotiate a contract, scope and fee with the top ranked firm; Carollo Engineers, Inc. The negotiated contract, scope and fee will be returned to the Board at a subsequent meeting (probably May 30, 2018 meeting) for consideration.

Copies of the following are enclosed:

- 1) Evaluation committee ranking form
- 2) Public meeting agenda and sign-in sheet
- 3) Request for Statement of Qualifications
- 4) SOQs from all three (3) firms (electronic copy).

Peace River Manasota Regional Water Supply Authority

# **INTEGRATED REGIONAL WATER SUPPLY PLAN 2020**

**Tabulation Sheet** 

|   |      |                   |       |                                | _        |
|---|------|-------------------|-------|--------------------------------|----------|
|   | HDR  | CAROLLO Engineers | AECOM | CONTRACTOR                     |          |
|   | 18,5 |                   | 17    | 1<br>(20 points)               |          |
|   | 17.5 | 18                | 16    | 2<br>(20 points)               |          |
|   | 0    | 19                | 17    | 3 4<br>(20 points) (25 points) |          |
|   | 22   | 24                | 20.5  | 4<br>(25 points)               | Criteria |
|   | 5    | N                 | 5.5   | 5<br>(5 points)                |          |
|   | 5    | 3.5               | 4.5   | 6<br>(5 points)                |          |
|   | 5    | S                 | 4.0   | 7<br>(5 points)                |          |
| 0 | 0    | 5,5               | 82.5  | TOTAL<br>(100 points)          |          |
|   | L,   | ~                 | CN    |                                |          |

Criteria:

- Ν Consultant Experience on Similar Projects **Consultant Competence /Qualifications**
- ω **Project Manager Qualifications and Experiences**
- 4 τυ Consultant Project Approach
- Consultants Staff Resources Availability
- 1 თ Consultant Past Record on Authority Projects
- Consultant Office Proximity to Authority Service Area

ι

Member Signatures:

2000 2 A

ŝ

Mike Coates, Deputy Director (PRMRWSA)

in of i c

Richard Anderson, System Operations Manager (PRMRWSA)

Ahn Lee, Finance/Administration Manager (PRMRWSA)

25

Ford Ritz, Project Engineer (PRMRWSA)

### PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

## INFORMATION PACKAGE

for

### PROFESSIONAL ENGINEERING SERVICES FOR THE INTEGRATED REGIONAL WATER SUPPLY PLAN 2020 REQUEST FOR STATEMENT OF QUALIFICATIONS

The Peace River Manasota Regional Water Supply Authority (Authority) is requesting *Statement of Qualifications'* (SOQ) from consultants (Consultant) for the purpose of providing professional engineering services to perform and complete the project known as the 'Integrated Regional Water Supply Plan 2020' Project.

### AUTHORITY BACKGROUND

The Authority is an Independent Special District of the state of Florida, created and existing pursuant to Chapter 373, Florida Statutes and Section 163.01, Florida Statutes. The Authority is comprised of Charlotte, DeSoto, Manatee and Sarasota Counties. The Authority was created for the purpose of developing, storing and supplying water for county and municipal purposes in such a manner as will give priority to reducing adverse environmental effects of excessive or improper withdrawals from concentrated areas. The Authority is required to acquire, design, secure permits, construct, operate and maintain facilities in locations and at the times necessary to insure that an adequate water supply will be available to all citizens within the Authority's boundaries.

The Authority owns and operates the Peace River Facility, a 51 million gallon per day (mgd) conventional surface water treatment facility on Kings Highway in DeSoto County. The treatment plant is supported by a 120 mgd intake on the Peace River, a 6.5 billion gallon off-stream raw water storage system, and 21 aquifer storage and recovery wells. The Authority's regional system also includes approximately 70 miles of large-diameter drinking water transmission system pipelines and associated remote pumping stations and finished water storage tanks (see Figures 1 through 3).

### SCOPE OF SERVICES

The Authority is requesting 'Statement of Qualifications' (SOQ) from consultants (Consultants) for the purpose of providing engineering professional services for the Authority's 'Integrated Regional Water Supply Plan 2020'. The Authority will be responsible for contracting and management of the project. The project is expected to be co-funded by the Southwest Florida Water Management District (SWFWMD) and information from the Authority's Integrated Regional Water Supply Plan 2020 will be included in SWFWMD's 2020 Regional Water Supply Plan for the Southern Planning Region.

The Authority's "Integrated Regional Water Supply Plan 2015" (2015 Plan) utilized the most current data available at the time (2013 and 2014) to project future needs and recommend new

supply development, interconnection projects, system water quality management procedures and resource protections. Since completion of the 2015 Plan, regional production capacity has expanded, design of new regional transmission capacity is ongoing, water demand continues to increase and pressure on the water resources of the region have mounted. The 'Integrated Regional Water Supply 2020' Project will not only update work from the 2015 Plan, but will also focus in on addressing key issues that will position the regional system to best serve Authority Members and Partners over the next 20 years. The work effort will require multi-disciplinary expertise including engineering, hydrogeology, planning, environmental systems and water supply system operations. Elements currently proposed for inclusion in the 'Integrated Regional Water Supply Plan 2020' are shown below which may be revised at the discretion of the Authority. The Authority's estimated total budget for this Project is \$450,000.

- Regional Facilities Update Update Regional and local facilities inventory and capacities.
- Regional Needs Update Update demand projections considering uncertainty factors, supply inventory, interconnectivity and rotational capacity and identify when new supplies are needed.
- Regional Sources and Source Selection Methodology Identify/update future sources options including estimated costs and yields, and advance methods and/or process for source selection.
- Reclaimed Water Supply Identify and evaluate opportunities to utilize available reclaimed water supplies to support and/or augment potable water supply development.
- Regional Transmission System Refine and prioritize future regional transmission pipelines. Improvements in local system interconnections (existing or future) must also be considered to improve system reliability.
- Regional Transmission System Water Quality Consider interconnection projects, supply projects and system management practices that optimize delivered water quality to Authority Customers.
- Source Resiliency to Climate Change Impacts Consider sea level rise, changing rainfall patterns and other threats to drinking water supplies and identify protective/mitigation strategies.
- Demand Management/Water Conservation Review local demand management programs, and consider demand management/conservation strategies that may provide improved savings if implemented on a regional scale.
- Capital Improvement Plan Development Revision and refinement of Authority Capital Improvements Plan to reflect projected supply and interconnection needs and priorities.

### BACKGROUND MATERIALS

The studies and information listed below are included in this information packet. These background materials include information on Authority facilities, water supply operations, permits, and past water supply, water quality, and transmission system planning efforts. Additional information about the regional water supply system including various studies, reports and plan sets are available for review at the Authority's administrative office at 9415 Town Center Parkway, Lakewood Ranch, Florida 34202 (if interested - please contact Rachel Kersten for appointment 941-316-1776 or via e-mail at <u>Rkersten@regionalwater.org</u>).

- 1. Boyle Engineering, May 2004. Peace River Facility Water Quality Master Plan Update (Executive Summary only)
- 2. Peace River/Manasota Regional Water Supply Authority Master Water Supply Contract, October 2005
- 3. Second Amended Interlocal Agreement Creating Peace River/Manasota Regional Water Supply Authority, October 2005
- 4. PBS&J, 2006. Technical Memorandum Regional Integrated Loop System Feasibility / Routing Study
- 5. HDR, September 2008. Integrated Regional Water Supply Master Plan
- 6. PBS&J, August 2009. Source Water Feasibility Study for the Upper Myakka River, Shell and Prairie Creeks and Dona Bay Watersheds
- 7. CH2M, January 2013, Well Completion report for Peace River Exploratory Well
- 8. CH2M, August 2013, Preliminary Investigation of Brackish Groundwater Development Opportunities at the Peace River Facility – Conceptual Design of RO Facilities
- 9. CH2M, August 2013, Preliminary Investigation of Groundwater Development Opportunities at the Peace River Facility – Resource Evaluation
- 10. SWFWMD, September 2013. Water Use Permit 20012926.002 (Operational Flexibility WUP)
- 11. Atkins, April 2015. Integrated Regional Water Supply Plan 2015 including appendices.
- 12. PRMRWSA August 2015. Second Amendment to PRMRWSA Master Water Supply Contract.
- 13. SWFWMD August 2015. Water Use Permit 20010420.009 (Peace River Water Treatment Plant WUP).
- 14. Progressive Water Resources, January 2017. Facilities Management Plan for FY 2016.
- 15. PRMRWSA, February 2017. PRMRWSA Strategic Plan.
- 16. CH2M & ASRus, August 2017. 2016 Annual Report, Peace River Facility ASR System
- 17. PRMRWSA, October 2017. Application for Renewal and Modification of Water Use Permit (WUP) No. 20010420.009

### 18. Various Regional Maps

### GENERAL PROJECT SCHEDULE

A summary schedule for this project is presented below. Dates may be changed at the discretion of the Authority.

|     | Milestone   | Expected Date of Completion |
|-----|---|-----------------------------|
| (1) | Advertise for Consultant SOQ                                | 12/21/2017                  |
| (2) | SOQ Submittals Due to the Authority                         | 01/31/2018                  |
| (3) | PSEC <sup>(a)</sup> Meeting to Consider Consultant Rankings | 02/15/2018                  |
| (4) | PSEC Meeting to Interview Ranked Firms (if needed)          | 03/08/2018                  |
| (5) | Consultant Selection <sup>(b)</sup>                         | 04/04/2018 (Board Action)   |
| (6) | Contract, Scope of Work & Fee Negotiation                   | 04/05/2018 - 05/07/2018     |
| (7) | Request to Approve Contract & Scope of Work                 | 05/30/2018 (Board Action)   |
| (8) | Notice to Proceed   | 06/04/2018                  |
| (9) | Complete Final Report                                       | 11/30/2019                  |
|     |   |                             |

- (a) PSEC = Professional Services Evaluation Committee. All PSEC meetings are publicly noticed.
- (b) The PSEC's Consultant ranking and a recommendation to negotiate a contract, scope and fee for the project will be presented to the Authority Board for consideration.

The Authority reserves the right to delay scheduled dates if determined to be in the best interest of the Authority. Any changes, delays or addenda related to this SOQ request will be posted on the Authority's website. Consultants are solely responsible for checking the website for project updates.

### CONSULTANT SELECTION PROCESS

Consultant selection shall be in accordance with Section 287.055, Florida Statutes, and the Consultants Competitive Negotiation Act, and the Authority's Procurement Policy (adopted January 2016 or latest revision). The Authority's Procurement Policy can be viewed in its entirety on the Authority's website at <u>www.regionalwater.org</u> [click on Procurement] refer to Section 5.4. A copy of the Authority's standard professional services contract form is included in this information package. The contents of the SOQ of the successful Consultant will be incorporated into the contract. By submitting the SOQ, Consultant agrees to the terms and conditions of this Request for Statement of Qualifications, and those included in the Authority's standard professional services contract. If Consultant desires to propose a change to a term or condition in this Request for Statement of Qualifications, or the Authority's standard professional services contract, Consultant must submit its request as outlined below.

After issuance of this Request for Qualifications, prospective Consultants or their agents, representatives or persons acting at the request of such Consultant are prohibited from contacting members of the Authority's Board of Directors and Executive Director or any member of a selection or negotiation committee concerning this issue until after the final recommendation is

presented to the Board of Directors for approval or when the solicitation has been canceled or terminated. Any questions concerning this Request for Statement of Qualifications must be presented in writing via e-mail to Rachel Kersten at Rkersten@regionalwater.org no later than 5:00 p.m. Eastern Standard Time on January 15, 2018. Consultants are responsible to review the Authority's website for addenda to this Request for Qualifications. Addenda may include (but not be limited to) revised RFQ documents, Authority responses to questions timely submitted, and changes to the Consultant selection process schedule.

### STATEMENT OF QUALIFICATION MINIMUM REQUIREMENTS

The SOQ's must (at a minimum) include the following:

- 1. Legal name, address, phone number and email of Consultant;
- 2. Principal office locations of submitting Consultant and any proposed partners/subconsultants;
- 3. Legal form of company, i.e. partnership, corporation, joint venture, (if joint venture, identify the members);
- 4. Copy of Florida Professional Licenses as applicable (business and/or individual);
- 5. Qualifications, and professional experience for Consultant's "Project Manager" who is proposed to serve as point of contact for any and all work assigned by the Authority;
- 6. Qualifications and professional experience of other key personnel who will be assigned to conduct project services listed above, and the location of the office to which they are assigned;
- 7. Description and examples of projects completed by Consultant relating to the project service areas listed above, including budget and completion time information;
- 8. Description of Consultant's proposed project approach for the 'Integrated Regional Water Supply Plan 2020'
- 9. Current and projected work-loads for proposed key staff during proposed project timeframe;
- 10. Disclosure of whether Consultant currently represents Charlotte, DeSoto, Manatee and Sarasota counties, and the City of North Port, in any way;
- 11. Disclosure of any litigation Consultant is in against any of the Authority Customers (listed above), either directly or retained for testimony and expertise on behalf of any other entity in litigation against the Authority or any of its Customers;
- 12. List of three (3) clients that are Florida public entities the Authority can contact as references with respect to Consultants work performance on projects similar to this Project (it is acceptable to use the Authority as one of the references if applicable); and
- 13. Required forms (see attached copies):
  - Key Personnel Form (attached)
  - Signed Sworn Statement under Section 287.133 (3) (a), Florida Statutes, on Public Entity Crimes (attached), and
  - Reference Forms

Costs <u>shall not</u> be submitted with a Consultants SOQ as a scope of work and fee schedule will be negotiated after selection of Consultant. Two or more Consultants may combine for the purpose

of responding to this Request for Statement of Qualifications providing that one Consultant is designated as the "Prime" Consultant and the other(s) as sub-consultants, and that the SOQ was made without collusion and is in all respects, fair and in good faith.

The SOQ shall be limited to no more than twenty five (25) one-sided pages for all requested information described herein with the following exceptions: Required forms (listed under Item 13) above; front and back SOQ covers; transmittal letter; table of contents, and section dividers are excluded from the total 25-page count. All pages shall be standardized 8  $\frac{1}{2}$  x 11 inches in size, margins not less than 1-inch, standard black text and minimum 12-point font size. Use of color and/or larger font sizes for graphics or to differentiate headings is acceptable.

Consultants desiring to provide these professional services to the Authority must submit six (6) paper copies (one copy shall be unbound) and six (6) electronic PDF copies of their SOQ in accordance with the requirements contained in the information package to:

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

A Consultant's SOQ must be received no later than 2:00 p.m. Eastern Standard Time on January 31, 2018. It is the Consultant's responsibility to assure that its SOQ is delivered to the Authority prior to the above deadline. Late submittals will not be opened or considered. SOQs that are incomplete, conditional, obscure, or do not conform to the requirements contained in this Request for Statement of Qualifications may be deemed nonresponsive at the sole option of the Authority. The Authority reserves the right to reject all responses and not grant any award resulting from this Request for Statement of Qualifications. If awarded, no contract will be formed between the Consultant and the Authority until an agreement is executed by both parties.

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

### PROPOSAL EVALUATION CRITERIA

The following factors, with the weighting indicated, will be used to evaluate proposals:

| Criteria   | Weighting |
|--|-----------|
| 1. Consultant (team) Competence/Qualifications           | 20 points |
| 2. Consultant (team) Experience on Similar Projects      | 20 points |
| 3. Project Manager Qualifications and Experience         | 20 points |
| 4. Consultant's Project Approach                         | 25 points |
| 5. Consultant Staff Resources Availability               | 5 points  |
| 6. Consultant (team) Past Record on Authority Projects   | 5 points  |
| 7. Consultant Office Proximity to Authority Service Area | 5 points  |

### KEY PERSONNEL For PROFESSIONAL SERVICES FOR THE INTEGRATED REGIONAL WATER SUPPLY PLAN 2020

The Consultant's proposed project team/key personnel are to be indicated below. Each key person must be identified with their assigned role for this project, area of expertise, and work location.

| Person's    | Assigned Role    | Area of          | Office   |
|-------------|------------------|------------------|----------|
| <u>Name</u> | For This Project | <u>Expertise</u> | Location |
|             |                  |                  |          |
|             |                  |                  |          |
|             |                  |                  |          |
|             |                  |                  |          |
|             |                  |                  |          |
|             |                  |                  |          |
|             |                  |                  |          |
|             |                  |                  |          |
|             |                  |                  |          |
|             |                  |                  |          |
|             |                  |                  |          |
|             |                  |                  |          |
|             |                  |                  |          |
|             |                  |                  |          |
|             |                  |                  |          |
|             |                  |                  |          |
|             |                  |                  |          |

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

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

This sworn statement is submitted to PEACE RIVER MANASOTA REGIONAL WATER SUPPLY 1. 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: \_\_\_\_\_).

- I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a 2. 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 <u>FLORIDA</u> <u>STATUTES</u> 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 data | ay of, 2012. Personally known      |
| (Type of Identification)                    | identification                     |
|   | Notary Public<br>Name (Printed)    |
| My commission expires                       |                                    |
| (Printed typed or stamped C                 | ommissioned name of Notary Public) |

### REFERENCES

Consultant must provide three (3) references for projects they have completed which are similar to the Authority's Integrated Regional Water Supply Plan 2020 project.

| Consultant Name:               |
|--------------------------------|
| Reference Entity:              |
| Reference Contact Person:      |
| Reference Address:             |
| Reference Email Address:       |
| Reference Phone No.:           |
| Project Name:                  |
| Project Location:              |
| Consultant Project Manager:    |
| Contract Amount:               |
| Date Project Commenced:        |
| Date of Final Completion:      |
| Description of Work Performed: |
|                                |
|                                |
|                                |
|                                |
|                                |
|                                |
|                                |
|                                |
|                                |
|                                |
|                                |
|                                |
|                                |
|                                |
|                                |
|                                |

### **REFERENCES** (continued)

| Consultant Name:               |
|--------------------------------|
| Reference Entity:              |
| Reference Contact Person:      |
| Reference Address:             |
| Reference Email Address:       |
| Reference Phone No.:           |
| Project Name:                  |
| Project Location:              |
| Consultant Project Manager:    |
| Contract Amount:               |
| Date Project Commenced:        |
| Date of Final Completion:      |
| Description of Work Performed: |
|                                |
|                                |
|                                |
|                                |
|                                |
|                                |
|                                |
|                                |
|                                |
|                                |
|                                |
|                                |
|                                |
|                                |
|                                |
|                                |
|                                |
|                                |

### **REFERENCES** (continued)

| Consultant Name:               |
|--------------------------------|
| Reference Entity:              |
| Reference Contact Person:      |
| Reference Address:             |
| Reference Email Address:       |
| Reference Phone No.:           |
| Project Name:                  |
| Project Location:              |
| Consultant Project Manager:    |
| Contract Amount:               |
| Date Project Commenced:        |
| Date of Final Completion:      |
| Description of Work Performed: |
|                                |
|                                |
|                                |
|                                |
|                                |
|                                |
|                                |
|                                |
|                                |
|                                |
|                                |
|                                |
|                                |
|                                |
|                                |
|                                |
|                                |
|                                |

Figure 1: Peace River Facility



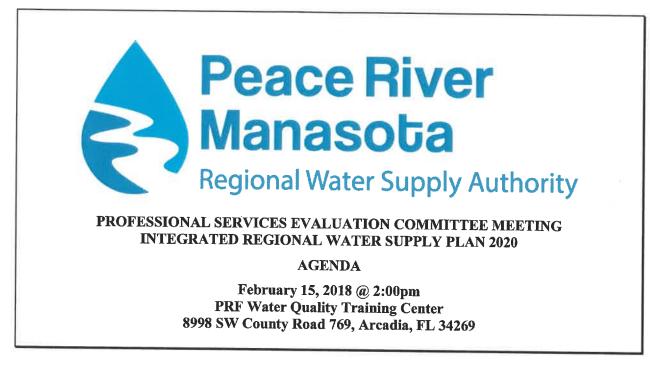
Figure 2: Existing Regional Transmission System



Figure 3: Regional Vision Map

Peace River Manasota Regional Water Supply Authority Regional Vision for 2035





All meetings are open to the public

### **Selection Committee Members**

Mike Coates (Deputy Director, PRMRWSA) Ann Lee (Finance and Administration Manager, PRMRWSA) Richard Anderson (System Operations Manager, PRMRWSA) Ford Ritz (Project Engineer, PRMRWSA)

CALL TO ORDER

**INTRODUCTION OF PSEC MEMBERS** 

**PUBLIC COMMENTS** 

**GENERAL DESCRIPTION OF PROJECT** 

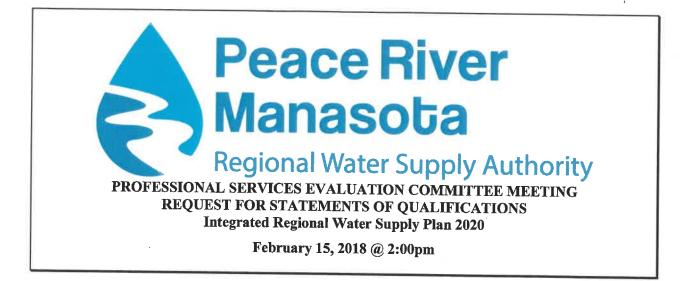
DISCUSSION OF RFP SUBMITTALS COMMITTEE DISCUSSION OF SOQ'S FROM CONSULTING TEAMS

**COMMITTEE RANKING OF CONSULTING TEAMS** 

**COMMITTEE DISCUSSION/CONSENSUS ON INTERVIEWS** 

**PUBLIC COMMENTS** 

**ADJOURN MEETING** 



<u>Sign in</u>

Name Signature Mike COATES PKMRWSA 0100 AVA IPh PRMRWA PRMRWSA NDERSON 11 11

TAB B May 18, 2018 Correspondence from Carollo Engineers, Inc.



401 North Cattlemen Road, Suite 306, Sarasota, Florida 34232 P. 941.371.9832 F. 941.371.9873

May 18, 2018

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

Subject: Integrated Regional Water Supply Plan 2020

Dear Mr. Lehman:

Carollo Engineers, Inc. appreciates the opportunity to work with the Authority on its Integrated Regional Water Supply Plan; however, we respectfully withdraw from this procurement.

Thank you for taking the time to review our proposal and consider us for this project. Carollo values our relationship with the Authority, and we sincerely look forward to other opportunities to work with you in the future.

Sincerely,

CAROLLO ENGINEERS, INC.

Jaura Baumberge

Laura Baumberger Associate Vice President

7

Robert Cushing, PhD, PE Senior Vice President



### PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY BOARD OF DIRECTORS MEETING May 30, 2018

### BOARD DISCUSSION AGENDA ITEM 1

### **Inventory of Water Systems Within the Region**

Presenter -

Mike Coates, Deputy Director James Guida, Progressive Water Resources

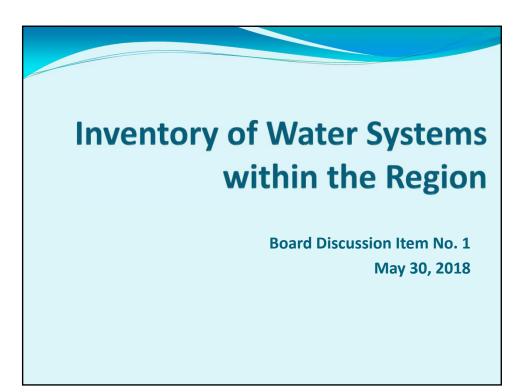
**Recommended Action -**

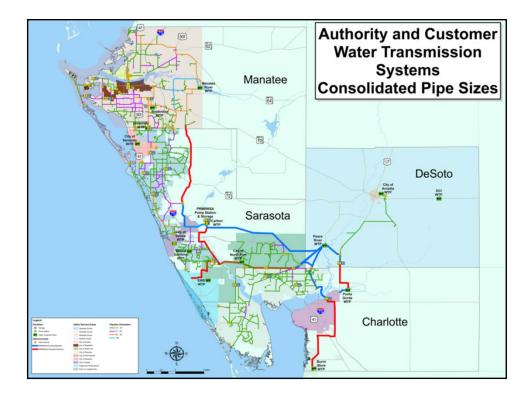
**Status Report.** This item is presented for the Board's information and no action is required.

Staff will present an inventory of water systems within the region for Board discussion.

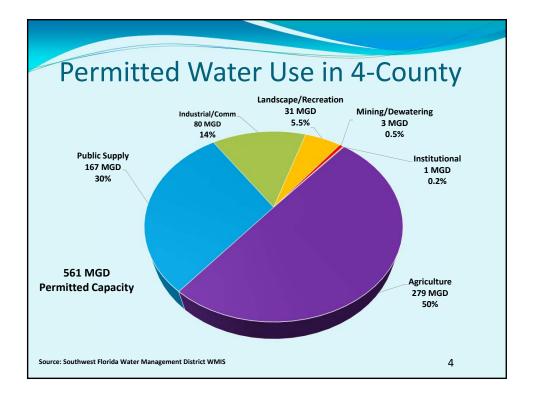
### Attachments:

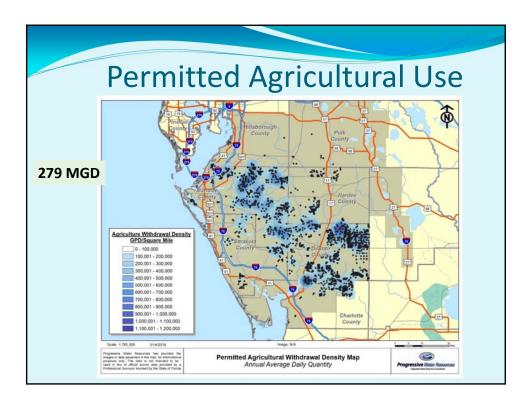
Water Systems Inventory Presentation

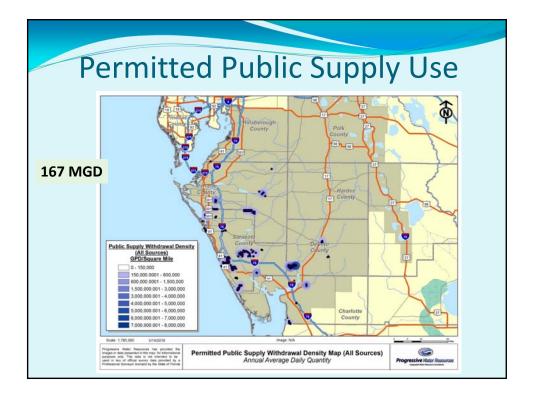


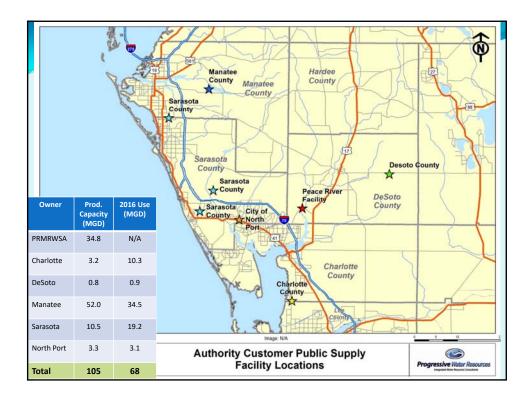


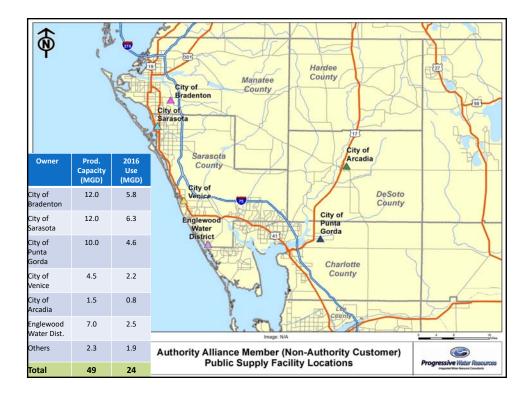


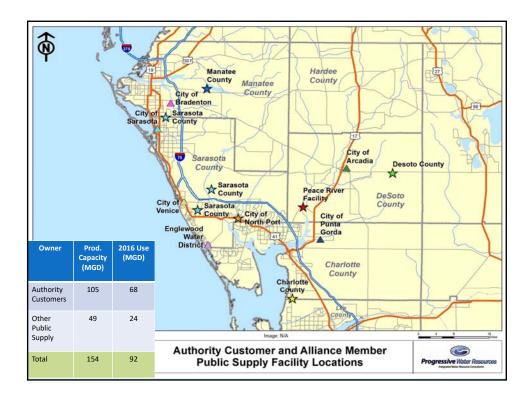


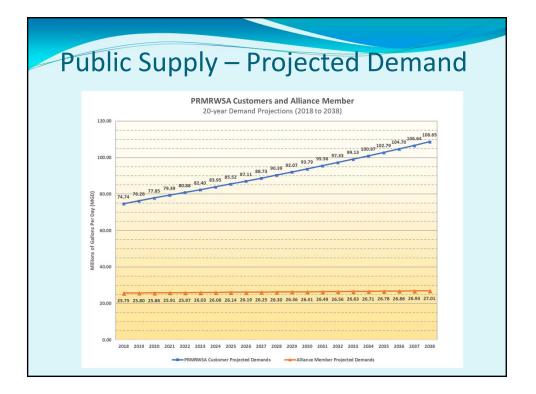




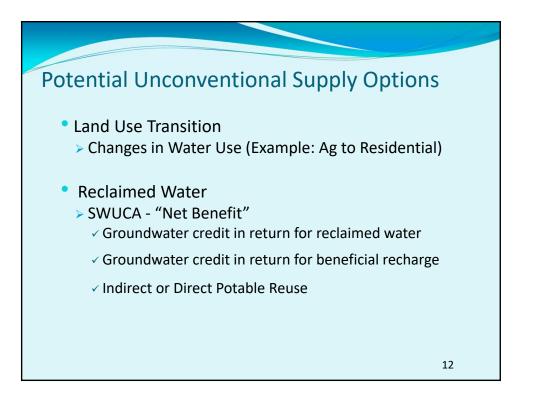








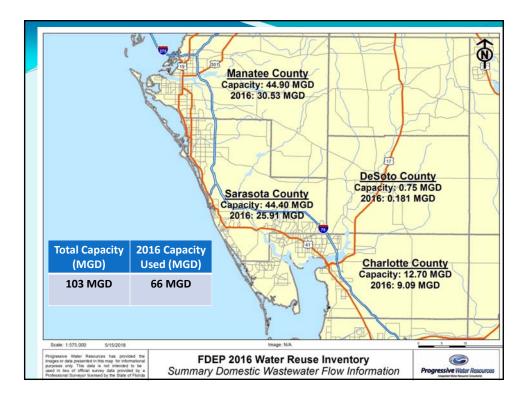


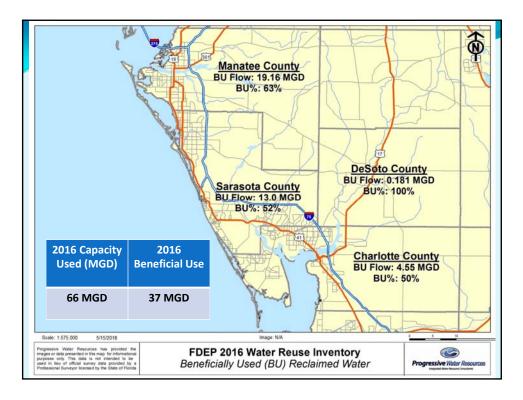


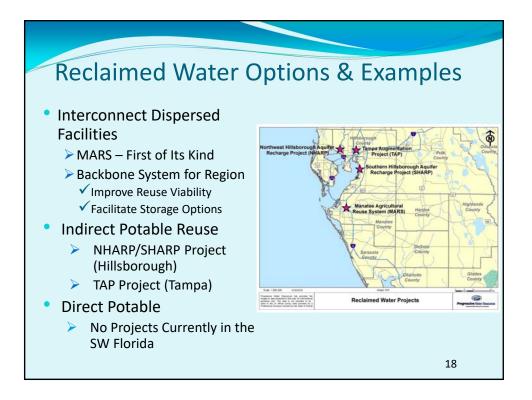
















## BOARD DISCUSSION AGENDA ITEM 2

## Current Business Plan Member's Existing Investment and Methodology

Presenter -

Patrick Lehman, Executive Director

**Recommended Action -**

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

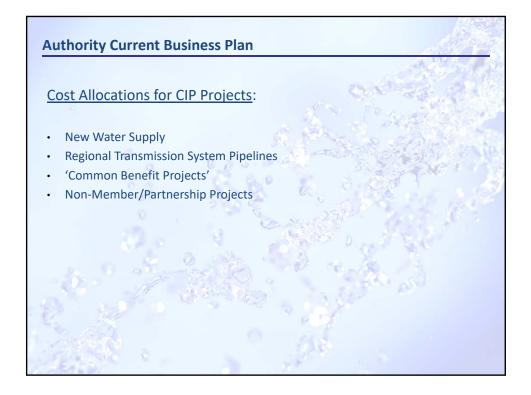
Staff will present the current business plan methodology for infrastructure projects and the investment in the regional system by each member/customer for Board discussion.

### Attachments:

Current Business Plan Presentation



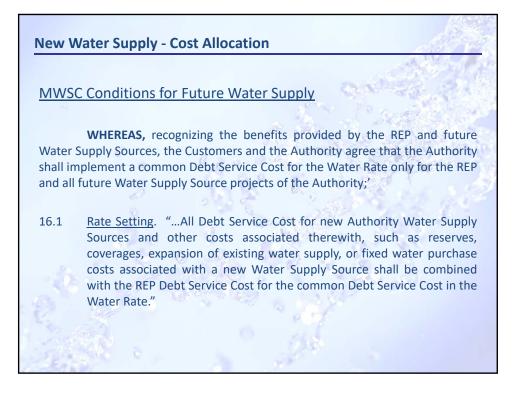




| Water Allo       | cation [Annu  | ual Average     | Daily, MGD | Establishe              | <u>d in</u>       |
|------------------|---------------|-----------------|------------|-------------------------|-------------------|
| MWSC Exh         | ibits "H" and | <u>d "B"</u>    |            |                         |                   |
|                  |               |                 | St. Pro-   |                         | A second          |
|                  | Charlotte     | DeSoto          | Sarasota   | North Port              | Total             |
| 1991 Facility    | 10.758        | 0.050           | 0.000      | 1.192                   | 12.000            |
| PRO              | 2.000         | 0.5000          | 3.500      | 0.000                   | 6.000             |
| REP              | 3.342         | 0.125           | 9.725      | 1.508                   | 14.700            |
| 1991 Rebuild     | 0.000         | 0.000           | 1.835      | 0.165                   | 2.000             |
| Total            | 16.1000       | 0.675           | 15.060     | 2.865                   | 34.7000           |
| MWSC Exhibit "H" | ,             | Resolution 2014 | -09*       | MWSC 2 <sup>nd</sup> Am | nendment Ex. '"B" |

| Water Cost       | t Allocation | Established     | in MWSC Fx | hibits "F" | a- 12 1 |
|------------------|--------------|-----------------|------------|------------|---------|
|                  | - / modulorr |                 |            | L'art      |         |
|                  |              |                 | S. Andrews | 1. 2. 21   | and and |
|                  | Charlotte    | DeSoto          | Sarasota   | North Port | Total   |
| 1991 Facility    | 89.65%       | 0.42%           | 0.00%      | 9.93%      | 100%    |
| PRO              | 33.33%       | 8.33%           | 58.34%     | 0.00%      | 100%    |
| REP              | 27.21%       | 0.81%           | 61.72%     | 10.26%     | 100%    |
| 1991 Rebuild     | 0%           | 0%              | 91.75%     | 8.25%      | 100%    |
| MWSC Exhibit "F" |              | Resolution 2014 | -09*       | Bur of     | 2       |

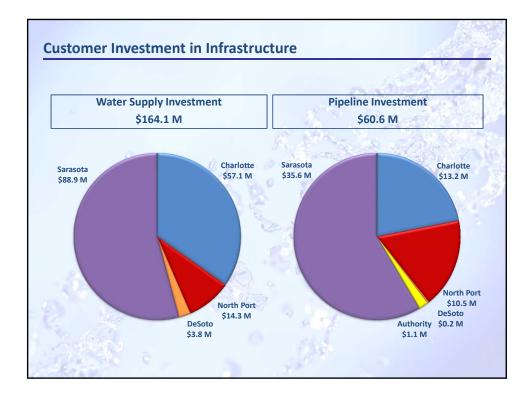
|                  |              |                          |                 |                         | 19 miles         |
|------------------|--------------|--------------------------|-----------------|-------------------------|------------------|
| Water Sup        | ply Investme | ent by Custo             | omer [\$M]      | Cox the                 | 8- 18 X          |
| -                |              |                          |                 | T.S.                    |                  |
|                  | Charlotte    | DeSoto                   | Sarasota        | North Port              | Total            |
| 1991 Facility*   | \$18.3 M     | \$0.1 M                  |                 | \$2.8 M                 | \$21.2 M         |
| PRO              | \$9.6 M      | \$2.8 M                  | \$19.6 M        |                         | \$32.1 M         |
| REP              | \$29.1 M     | \$0.9 M                  | \$69.3 M        | \$11.5 M                | \$110.9 M        |
| 1991 Rebuild     |              |                          | Proj. Savings** | Proj. Savings**         | Proj. Savings**  |
| Total            | \$57.1 M     | \$3.8 M                  | \$88.9 M        | \$14.3 M                | \$164.2 M        |
| MWSC Exhibit "F" |              | MWSC 2 <sup>nd</sup> Ame | ndment          | MWSC 2 <sup>nd</sup> Ar | nendment Ex. "B" |

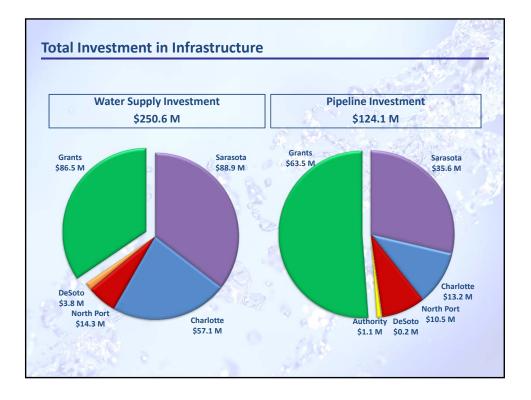


| Regional Transmi   | ssion System | Pinelines              | ext           |                          |
|--------------------|--------------|------------------------|---------------|--------------------------|
|                    | Year         | Length                 | Agreement     | Authority<br>Investment* |
| CCTM [36-inch]/    | 1991 0       | 7.2 Miles<br>2.4 Miles | MWSC "E"      | \$5.1 M                  |
| NRTM [42-inch]     | 2001         | 23.1 Miles             | MWSC "E"      | \$9.2 M                  |
| KTM [24-inch]      | 2001         | 4.9 Miles              | MWSC "E"      | \$0.8 M                  |
| DRTM [20-inch]     | 2006         | 5.3 Miles              | MWSC "E"      | \$0.8 M                  |
| Phase 3A [48-inch] | 2011         | 8.5 Miles              | Inter. w/Sar  | \$18.0 M                 |
| Phase 1A [24-inch] | 2012         | 9.3 Miles              | Inter. w/Char | \$8.0 M                  |
| Phase 2 [42-inch]  | 2012         | 7.1 Miles              | Inter. w/NP   | \$10.3 M                 |
| Phase 1 [24-inch]  | In Design    | 6 Miles                | Inter. w/PG   | \$0.0 M                  |
| Phase 3B [48-inch] | In Design    | 5 Miles                | Inter. w/Sar  | \$8.4 M                  |
| Total              |              | · · · · · ·            |               | \$60.6 M                 |

| Regional Transm    | ission Syst | em Hydrau | lic Capacit | y by Custo | <u>mer</u> |
|--------------------|-------------|-----------|-------------|------------|------------|
|                    | Charlotte   | DeSoto    | Sarasota    | North Port | Authority  |
| CCTM [36-inch]/    | 89.65%      | 0.42%     |             | 9.93%      | See 2      |
| NRTM [42-inch]     |             | S B       | 100%        | 12.3       |            |
| KTM [24-inch]      | 80%         | 20%       | 1           | 3 5        | 6 12.5     |
| DRTM [20-inch]     | р<br>А      | 3.1 MGD*  | 2016-01     | 100        | 100%       |
| Phase 3A [48-inch] | S           | -         | 57%         | call be    | 43%        |
| Phase 1A [24-inch] | 42%         | Sec. 9.   | D           | 1          | 58%        |
| Phase 2 [42-inch]  | 25          | 200       |             | 51%        | 49%        |
| Phase 1 [24-inch]  |             |           |             |            | 100%       |
| Phase 3B [48-inch] |             |           | 50%         |            | 50%        |

| Regional Transm    | ission Sy | stem Inv | estment       | by Custo   | mer [\$M  | L        |
|--------------------|-----------|----------|---------------|------------|-----------|----------|
|                    | Charlotte | DeSoto   | Sarasota      | North Port | Authority | Total    |
| CCTM [36-inch]/    | \$4.6 M   | \$0.02 M | 9 - 6 - 1 - E | \$0.5 M    | e el      | \$5.1 M  |
| NRTM [42-inch]     |           | 8.8      | \$9.2 M       | 6 . 40     | 13        | \$9.2 M  |
| KTM [24-inch]      | \$0.6 M   | \$0.2 M  |               | 1. 18 M. 8 | S         | \$0.8 M  |
| DRTM [20-inch]     | <u>0</u>  |          | C. Sell       |            | \$0.8 M   | \$0.8 M  |
| Phase 3A [48-inch] | -         | 3        | \$18.0 M      | × 0.       | 1 2.18    | \$18.0 M |
| Phase 1A [24-inch] | \$8.0 M   | 1        | 9             | all s      |           | \$8.0 M  |
| Phase 2 [42-inch]  | 25 35     |          | 0             | \$10.0 M   | \$0.3 M*  | \$10.3 M |
| Phase 1 [24-inch]  |           |          |               |            |           | \$0.0 M  |
| Phase 3B [48-inch] |           |          | \$8.4 M       |            |           | \$8.4 N  |
| Total              | \$13.2 M  | \$0.2 M  | \$35.6 M      | \$10.5 M   | \$1.1 M   | \$60.6 M |





| Not Acknowledged in I   | <u>MWSC</u>          |                     | Q XI S               | 5.21                |
|---|----------------------|---------------------|----------------------|---------------------|
| <ul> <li>Current practice:         <ul> <li>Previously included in land</li> <li>Funded through Board a</li> </ul> </li> <li>Need policy for sustained</li> </ul> | pproved R&R fund     | ds                  |                      |                     |
|   |                      |                     |                      |                     |
| Q.  | Charlotte            | DeSoto              | Sarasota             | North Port          |
| Base Rate [Water Allocation %]  | Charlotte<br>46.4%   | DeSoto<br>1.9%      | Sarasota<br>43.4%    | North Port<br>8.39  |
| Base Rate [Water Allocation %]<br>Water Use Rate  |                      |                     | 0                    | 8.39                |
|   | 46.4%<br>Common Rate | 1.9%<br>Common Rate | 43.4%<br>Common Rate | 8.39<br>Common Rate |

| Not Acknowledged in I  | MWSC   | d're. | C.V.S.      | 6.53   |
|--|--------|-------|-------------|--------|
| <ul> <li>Current practice on case</li> <li>Example – City of Punta</li> </ul>  |        | nnect | 1           | AT ON  |
| 0.2  | SWFWMD | State | Punta Gorda | Total  |
| Phase 1 Interconnect   | \$6 M  | \$4 M | \$2 M       | \$12 M |
| <ul> <li>Need policy for Strategi</li> <li>Emergency Interconnect</li> <li>Water Supply Interconnec</li> <li>Participants: Member Content</li> </ul> | ect    | 0     |             |        |



## GENERAL COUNSEL'S REPORT ITEM 1

### Peace River Facility Water Use Permit Modification/Renewal

Presenter -

Douglas Manson, General Counsel

**Recommended Action -**

**Motion** to approve Amendment for litigation services for Water Use Permit and easement condemnation litigation.

The Authority's Water Use Permit application was submitted to SWFWMD on October 2, 2017. On April 23, 2018, SWFWMD issued a Notice of Proposed Agency Action to approve the Authority's Water Use Permit with the conditions below.

- Increase in maximum day river withdrawals from the current 120 MGD to 258 MGD (consistent with the MFL for the lower Peace River),
- 50-Year permit duration to reflect the long-term regional commitment to this alternative water supply, and
- Elimination of the ADF delivery quantity (34.855 MGD) to support the SWUCA goals of prioritized use of alternative water supplies such as the Peace River Facility.

The SWFWMD Governing Board was scheduled to act on the Authority's Water Use Permit on May 22, 2018. Petitions for formal administrative hearing on the proposed agency action have been filed by the Polk Regional Water Cooperative, Polk County, and the City of Winter Haven. The City of Lakeland also filed a request for an administrative hearing, which was dismissed without prejudice. Due to the filing of these petitions, the SWFWMD Governing Board will not take action on the Authority's Water Use Permit until resolution of the administrative proceeding(s).

Furthermore, in the construction of the Phase 1 pipeline project, it has become necessary to commence litigations to secure the necessary easements to complete the project.

Section 13.2 and 13.3 of the Agreement for General Counsel Services with Manson Bolves Donaldson Varn, P.A. provides litigation legal services to be contracted by amendment to the agreement.

### Budget Action: \$550,0000

### Attachments:

- Tab APeace River Manasota Regional Water Supply Authority Agreement for General Counsel<br/>Services (with Amendments)
- Tab BAmendment for litigation services for Water Use Permit

TAB A Peace River Manasota Regional Water Supply Authority Agreement for General Counsel Services (with prior Amendments)

#### SECOND AMENDMENT TO

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

This FIRST AMENDMENT entered into and effective this 4<sup>th</sup> day of October, 2017 by and between the PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY, an independent special district created pursuant to Section 373.1962, Florida Statutes, now found at Section 373.713, Florida Statutes, and Section 163.01, Florida Statutes, acting by and through its governing Board of Directors, hereinafter referred to as the "Authority", whose address is 9415 Town Center Parkway, Lakewood Ranch, Florida 34202, and Manson Bolves Donaldson Varn, P.A., hereinafter referred to as the "Firm", whose address is 1101 West Swann Avenue, Tampa, Florida 33606, and collectively referred to as the "Parties".

### WITNESSETH:

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

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

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

WHEREAS, the Agreement was amended to set the total legal fees for Fiscal Year 2017 and reflect a name change of the Firm on October 5, 2016; and

WHEREAS, the Parties wish to set the total legal fees for Fiscal Year 2018.

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

- 1. Paragraph 13.2 is amended by replacing "fiscal year 2017 (October 1, 2016 through September 30, 2017)" with "fiscal year 2018 (October 1, 2017 to September 30, 2018)" and replacing "\$215.00" with "\$225.00".
- 2. The terms, covenants and conditions set forth in the Agreement that have not been specifically amended herein, will continue in existence, are hereby ratified, approved and confirmed, and will remain binding upon the parties hereto.

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

ATTEST:

ani

Patrick J. Lehman, P.E. Executive Director

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY

AUTHORITY

Alan Maio, Chair

# **BOARD APPROVED**

OCT - 4 2017

Peace River Manasota Regional Water Supply Authority ( augh

Douglas Manson, Shareholder

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

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

### WITNESSETH:

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

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

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

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

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

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

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

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

ATTEST: an

Patrick J. Lehman, P.E. Executive Director

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

Christopher G. Constance, Chairman

Douglas Manson, Shareholder

BOARD APPROVED

OCT - 5 2016

Peace River Manasota Regional Water Supply Authority

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

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

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

### 1. **INDEMNIFICATION.**

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

### 2. <u>REMEDIES</u>.

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

# 3. WAIVER OF JURY TRIAL AND ENFORCEMENT COSTS.

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

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

## 4. <u>AUTHORITY TO PRACTICE</u>.

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

## 5. <u>SEVERABILITY</u>.

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

1

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

## 6. ENTIRETY OF CONTRACTUAL AGREEMENT.

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

## 7. <u>WAIVER.</u>

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

## 8. THIRD PARTY BENEFICIARES.

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

# 9. TERM, TERMINATION AND EFFECT OF TERMINATION.

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

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

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

### 10. <u>COMPLIANCE</u>.

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

## 11. <u>EFFECTIVENESS</u>.

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

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

### 12. INDEPENDENT CONTRACTOR.

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

## 13. SERVICES AND COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

## 14. URGENT LEGAL REPRESENTATION.

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

### 15. **INSURANCE**.

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

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

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

### 16. NOTICES.

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

### 17. <u>COUNTERPARTS</u>.

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

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

ATTESTS: By: an Patrick Lehman, Executive Director

### **BOARD APPROVED**

AUG - 5 2015

Peace River Manasota Regional Water Supply Authority Peace River Manasota Regional Water Supply Authority

opie, Chair

Manson Bolves Donaldson, P.A.

By: Douglas Manson, Shareholder

# **EXHIBIT A – SCOPE OF SERVICES**

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

A. Board

1. Attend all Regular and Special meetings of the Board and all Work Sessions.

2. Attend briefings of any Board members when so requested by the Executive Director or Board member in order to counsel the Board members on any legal matter which may come before the Board.

3. Prepare Board agenda items as needed.

4. Keep the Board informed of legislation or judicial opinions that may impact the Authority.

5. Provide interpretation of Authority governance documents to the Board as needed.

6. Assist the Executive Director with the preparation of the annual budget for all legal services.

7. Provide legal counsel and guidance, including rendering of legal opinions, to the Board in reference to any matters that pertain to the official duties of the Board.

8. Oversee the activities of any Special Counsel.

### B. Staff

1. Provide legal assistance to the Executive Director and Authority staff on routine matters relating to:

(a) The acquisition or disposition of real property including, but not limited to, the preparation of deeds, leases, easements, and agreements;

(b) Agency operations, including obtaining necessary permits from other governmental agencies and property access and related issues;

(c) The procurement of goods and services, including the solicitation of bids and proposals, and the negotiation, drafting, approval, and interpretation of contracts;

(d) The informal resolution of bid protests and contract disputes;

(e) Grant funding;

(f) Authority liability;

(g) The preparation and interpretation of agency policies and Public Records Requests;

(h) Agreements with member governments and other government entities;

- (i) Interpretation of governance documents; and
- (j) Other matters requiring legal assistance as necessary.

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

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

2. Keep the Executive Director and Authority staff informed of legislative and judicial developments.

3. Provide legal counsel, guidance and opinions to the Executive Director and the Authority staff in reference to the operations of the Agency.

4. Maintain legal files and provide to the Authority copies of all documents relating to matters the Firm is handling for the Authority.

5. On a bi-monthly basis, the Firm will provide a brief written report on the permitting activities that may significantly impact the Peace River Basin.

### C. Litigation and Legal Defense

1. From time to time, the Authority may choose to engage the services of attorneys and law firms that provide certain specialized legal services. The Board will do this under separate contract with said attorneys and law firm ("Special Counsel"). Nevertheless, the Firm shall be responsible for overseeing the activities of the Special Counsel.

2. This scope of work does not include litigation matters except as authorized in Paragraph 14. The Firm shall provide litigation services to the Authority under written separate work order or amendment to this Agreement setting forth the Firm's current standard litigation fees and estimating a budget for the litigation process.

TAB B Amendment for Litigation Services for WUP

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

This THIRD AMENDMENT entered into and effective this 30<sup>th</sup> day of May, 2018 by and between the PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY, an independent special district created pursuant to Section 373.1962, Florida Statutes, now found at Section 373.713, Florida Statutes, and Section 163.01, Florida Statutes, acting by and through its governing Board of Directors, hereinafter referred to as the "Authority", whose address is 9415 Town Center Parkway, Lakewood Ranch, Florida 34202, and Manson Bolves Donaldson Varn, P.A., hereinafter referred to as the "Firm", whose address is 109 North Brush Street, Suite 300, Tampa, Florida 33602, and collectively referred to as the "Parties".

### WITNESSETH:

WHEREAS, the Authority and Manson Bolves Donaldson, P.A. entered into the Peace River Regional Water Supply Authority Agreement for General Counsel Services on August 5, 2015, which was subsequently amended on October 5, 2016 and October 4, 2017 ("Agreement");

WHEREAS, Paragraph 13.2 of the Agreement sets the total legal fees for Fiscal Year 2018, specifies that litigation legal services are not included within such amount, and provides that the provision of litigation legal services shall be contracted by amendment to the Agreement;

WHEREAS, Paragraph 13.3 of the Agreement provides that the Authority, through recommendation of the Executive Director and approval by the Board of Directors and Firm, may add additional services and compensation;

WHEREAS, Paragraph C. of Exhibit "A" of the Agreement provides that the Firm will provide litigation legal services pursuant to a separate work order or amendment to the Agreement, which sets the Firm's current standard litigation fees and an estimated budget for the litigation process;

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

WHEREAS, due to the filing of petitions for formal administrative hearing challenging the Authority's water use permit, litigation legal services by the Firm are needed and the Firm desires to provide such services in support and defense of the Authority's Water Use Permit No. 20010420.010; and

WHEREAS, easement needs to be obtained that will require the commencement of litigation to secure for the Phase 1 pipeline project.

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

- 1. A new Exhibit "B", which is attached to this Third Amendment, is added to the Agreement.
- 2. The terms, covenants and conditions set forth in the Agreement that have not been specifically amended herein, will continue in existence, are hereby ratified, approved and confirmed, and will remain binding upon the parties hereto.

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

ATTEST:

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

Patrick J. Lehman, P.E. Executive Director Alan Maio, Chair

Douglas Manson, Shareholder

# Exhibit "B" LITIGATION LEGAL SERVICES ASSOCIATED WITH THE AUTHORITY'S WATER USE PERMIT

The Firm shall provide litigation legal services associated with the Authority's Water Use Permit No. 20010420.010 at the following rates:

Senior Attorneys: \$350.00

Associates: \$225.00

The estimated budget for the provision of litigation legal services in the litigation regarding the Water Use Permit in this matter is:

\$500,000.00

The estimated budget for the provision of litigation legal services for condemnation necessary for the Phase I pipeline project.

\$50,000.00

## **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.

## ROUTINE STATUS REPORTS ITEM 1

Hydrologic Conditions Report

## MEMORANDUM

| Project:      | Hydrologic Conditions Report |
|---------------|------------------------------|
| Date:         | May 30, 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 May 2018, and the preceding 12-month period.

#### **Rainfall Conditions & Projections**

Rainfall in the Peace River Basin for the past 12-months is 3.3 inches above-normal. This data covers the 12-months through May 15<sup>th</sup> (see Table 1). Rainfall for the month of May 2018 (through 5/15) totaled about 4.5 inch while the historical average rainfall for the full month of May is 3.9 inches.

Region-wide rainfall conditions reported by SWFWMD for the 12-month period ending April, 2018 are shown in Figure 1 (this is most up-to-date map available). Conditions shown on Figure 1 indicate normal to wetter than normal conditions in the four-county service area.

Projections for the next three months (June - August) from NOAA are for above-normal temperatures and above-normal rainfall for southwest Florida. The NOAA extended forecast shows the current ENSO-neutral conditions (neither El Nino nor La Nina) continuing through the summer and fall.

| Item                     | Jun  | Jul   | Aug  | Sep  | Oct   | Nov   | Dec   | Jan   | Feb   | Mar   | Apr  | May  | Total |
|--------------------------|------|-------|------|------|-------|-------|-------|-------|-------|-------|------|------|-------|
| Long-Term<br>Avg.        | 8.31 | 8.09  | 7.61 | 7.31 | 3.19  | 1.73  | 1.87  | 2.14  | 2.56  | 2.96  | 2.56 | 3.89 | 52.2  |
| Actual Past<br>12 Months | 12.9 | 6.01  | 7.92 | 13.5 | 2.75  | 0.77  | 0.99  | 2.10  | 0.93  | 0.43  | 2.70 | 4.50 | 55.5  |
| Difference               | 4.59 | -2.08 | 0.31 | 6.19 | -0.44 | -0.96 | -0.88 | -0.04 | -1.63 | -2.53 | 0.14 | 0.60 | 3.30  |

 Table 1 (Peace River Basin Rainfall - Inches)

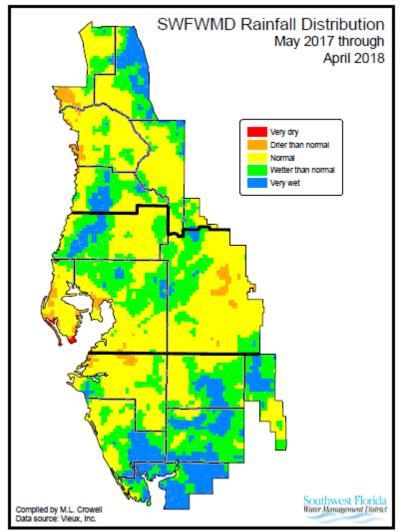


Figure 1 (SWFWMD Rainfall Conditions Map)

**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:

May 2018 flow in the "Peace River at Fort Meade" (upper part of the watershed) was below 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 below historical normal in May (see Figure 4).

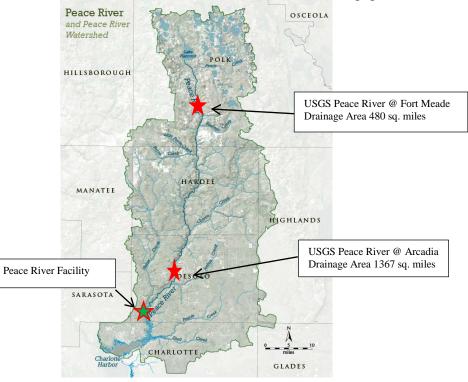
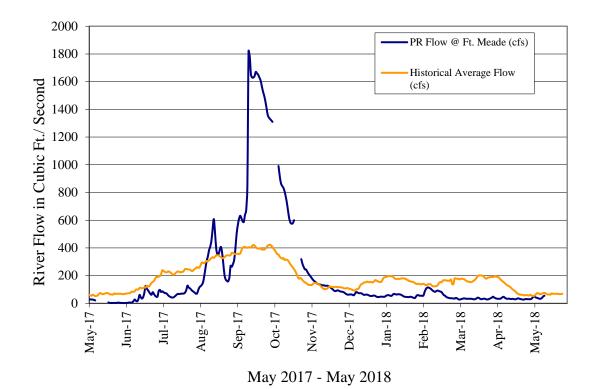
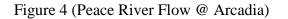
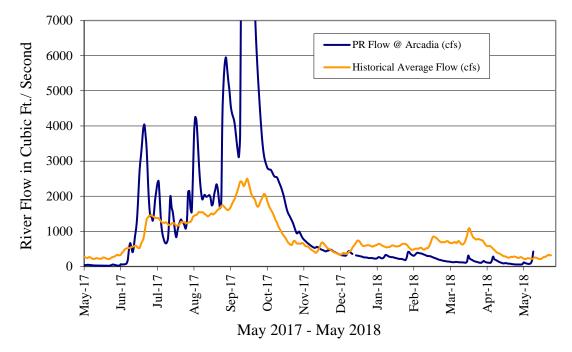


Figure 2 (Peace River Basin showing selected gage locations and Location of PRF)

Figure 3 (Peace River Flow @ Fort Meade)







#### **River Withdrawals, Finished Water Production & Demand**

Water withdrawals from the Peace River declined throught the winter and ceased in late April due to low flows and deteriorating water quality.

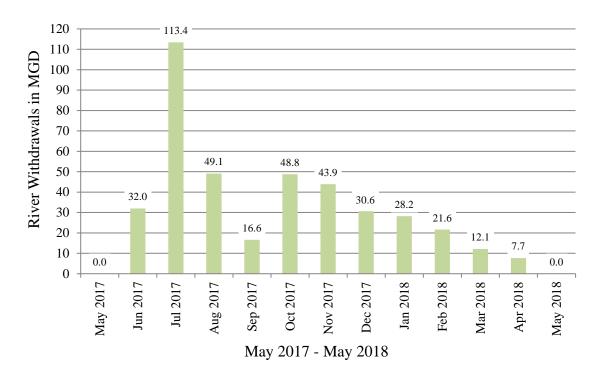


Figure 5 (Withdrawals from Peace River)

Figure 6 shows monthly finished water deliveries to Customers for the 12-month period ending mid-May 2018. Finished water delivery to Customers during May averaged 28.6 MGD. This is about the same as in May 2018. Seasonal water delivery (exchange) from the Regional System to the City of Punta Gorda is ongoing.

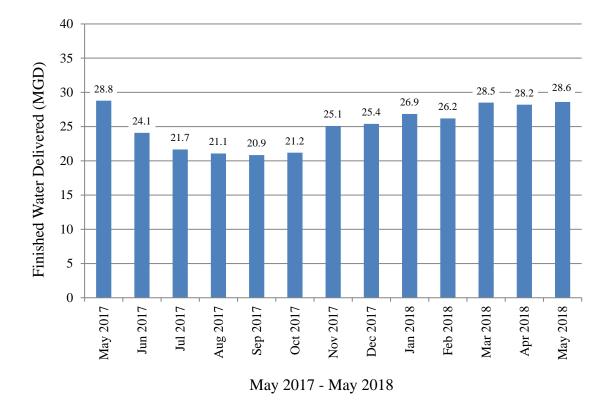


Figure 6 (Peace River Facility Deliveries to Customers)

#### Stored Supplies at the PRF

The Authority maintains two large capacity off-stream storage systems at the PRF. The primary storage is raw river water stored in Reservoir No. 1 and No. 2. When flow in the River is high enough, a small percentage of that flow is harvested at the Authority's pumping facility on the Peace River and stored in Reservoirs 1 and 2. This storage is designed to be completely refilled each wet season. Total raw-water storage capacity is seasonally adjusted. During the hurricane season the total raw water storage capacity is 6.5 billion gallons (BG). Outside of hurricane season, additional water can be safely stored, for example, the maximum raw water storage capacity in May is 6.6 BG. Raw water stored as of mid-May 2018 totaled about 4.9 BG.

The secondary storage at the PRF is treated water stored in the Aquifer Storage and Recovery (ASR) system. The design capacity of the ASR system is approximately 6.3 BG. Because this supply must be 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 no water is being recharged or recovered from the system. Due to relatively high reservoir storage conditions this spring, withdrawals from ASR are expected to be conducted for only a few weeks in late May and early June for routine exercise and testing of the ASR 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-May 2018 totaled 6.9 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 May 2018 was about 11.79 BG. This is about 3.5 BG more than the water in storage as of mid-May 2017.

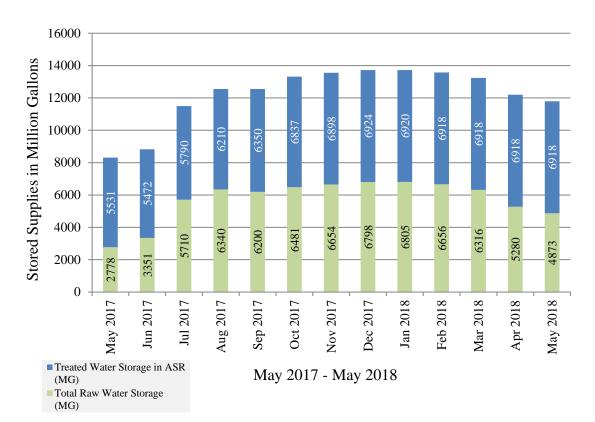


Figure 8 (Stored Water Supplies)

# PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY BOARD OF DIRECTORS MEETING May 30, 2018

# ROUTINE STATUS REPORTS ITEM 2

**Check Registers for March and April 2018** 

| Bank Code: | PUBLIC FUNDS INTERE |                                       |                |          |
|------------|---------------------|---------------------------------------|----------------|----------|
| Date       | Document Number     | Payee Name / Description              |                | Amount   |
| 03/01/201  | 8                   | QuickBooks Payroll Service            | \$             | 77,495.5 |
| 03/02/201  | 8 ACH425            | ALLIED UNIVERSAL CORP.                | \$             | 7,156.6  |
| 03/02/201  | 8 ACH426            | Bearings and Drives, Technologies Inc | \$             | 2,457.9  |
| 03/02/201  | 8 ACH427            | BENCHMARK ENVIROANALYTICAL INC        | \$             | 3,912.4  |
| 03/02/201  | 8 ACH428            | C & S CHEMICALS INC.                  | \$             | 42,155.6 |
| 03/02/201  | 8 ACH429            | CORONADO LAWN SERVICE OF FL           | \$             | 3,230.0  |
|            | 8 ACH430            | E.F. GAINES SURVEYING SERVICES, INC   | \$             | 4,600.0  |
|            | 8 ACH431            | EARTH BALANCE                         | \$             | 7,343.7  |
|            | 8 ACH432            | Entech                                | \$             | 7,543.0  |
|            | 8 ACH433            | Hach Company                          | \$             | 435.7    |
|            | 8 ACH434            | Haskins Inc.                          | \$<br>\$       | 58,158.0 |
|            | 8 ACH435            | HVMI, LLC                             |                | 24,560.0 |
|            | 8 ACH435            | J. H. HAM ENGINEERING INC.            | \$<br>\$       | 7,572.   |
|            |                     |                                       | \$<br>\$       | -        |
|            | 8 ACH437            |                                       |                | 31,527.  |
|            | 8 ACH438            | JANICKI ENVIRONMENTAL, INC.           | \$             | 13,419.0 |
|            | 8 ACH439            | JOHNSON ENGINEERING, INC.             | \$             | 12,319.3 |
|            | 8 ACH440            | KEETON'S OFFICE & ART SUPPLY          | \$             | 451.     |
| 03/02/201  | 8 ACH441            | MADER ELECTRIC, INC.                  | \$<br>\$       | 4,157.   |
| 03/02/201  | 8 ACH442            | MANSON BOLVES DONALDSON VARN, P.A.    | \$             | 22,207.  |
| 03/02/201  | 8 ACH443            | PUBLIC RISK INSURANCE AGENCY          | \$             | 232,559. |
| 03/02/201  | 8 ACH444            | Robert Half International             | \$             | 1,444.   |
| 03/02/201  | 8 ACH445            | SAMUEL STONE                          | \$             | 25.      |
| 03/02/201  | 8 ACH447            | SUNSHINE STATE ONE CALL OF FL, INC.   | \$<br>\$<br>\$ | 75.      |
| 03/02/201  | 8 ACH448            | Swagelok Central & South Florida      | \$             | 431.     |
|            | 8 ACH449            | TKW CONSULTING ENGINEERS, INC.        |                | 8,650.   |
|            | 8 ACH450            | UPS                                   | ŝ              | 111.     |
|            | 8 ADBT3218          | STATE OF FLORIDA DISBURSEMENT UNIT    | \$<br>\$<br>\$ | 993.     |
|            | 8 DBT030218         | United States Treasury                | \$<br>\$       | 25,189.  |
| 03/08/201  |                     | AMAZON                                | φ<br>\$        | 2,077.   |
|            |                     |                                       | \$<br>\$       |          |
| 03/08/201  |                     | ANIXTER INC.                          | э<br>\$        | 1,366.   |
| 03/08/201  |                     | BILL'S BOTTLED WATER SERVI CE         |                | 16.      |
| 03/08/201  |                     | CENTURYLINK                           | \$             | 1,506.   |
| 03/08/201  |                     | CHARLOTTE CO. CHAM OF COMMERCE        | \$<br>\$<br>\$ | 197.     |
| 03/08/201  |                     | CHARLOTTE COUNTY BCC - LANDFILL       |                | 4,954.   |
| 03/08/201  |                     | CHARLOTTE COUNTY BD OF COMMISSIONER   | \$             | 84,074.  |
| 03/08/201  |                     | COLE-PARMER INSTRUMENT CO.            | \$             | 109.     |
| 03/08/201  | 8 37281             | Core & Main LP                        | \$             | 25,909.  |
| 03/08/201  | 8 37282             | D. M. CONSTRUCTION CORP.              | \$             | 10,803.  |
| 03/08/201  | 8 37283             | DELL MARKETING L.P.                   | \$             | 6,536.   |
| 03/08/201  | 8 37284             | Discount Telecom                      | \$             | 90.      |
| 03/08/201  | 8 37285             | DMS-FINANCIAL MGMT SERVICES           | \$             | 283.     |
| 03/08/201  | 8 37286             | Fisher Scientific                     | \$             | 2,126.   |
| 03/08/201  |                     | FLORIDA VALVE & EQUIPMENT, LLC        | \$             | 13,348.  |
| 03/08/201  |                     | GOVERNMENT FINANCE OFFICERS ASSOC     | \$             | 160.     |
| 03/08/201  |                     | GRAY MATTER SYSTEMS INC.              | \$             | 375.     |
| 03/08/201  |                     | HERALD TRIBUNE                        | \$             | 364.     |
| 03/08/201  |                     | ISA                                   | ↓<br>\$        | 120.     |
| 03/08/201  |                     | JAN-PRO OF MANASOTA                   | \$<br>\$       | 249.     |
|            |                     |                                       | Ф              |          |
| 03/08/201  |                     |                                       | \$<br>\$       | 338.     |
| 03/08/201  |                     | MSC INDUSTRIAL SUPPLY CO.             |                | 95.      |
| 03/08/201  |                     | PREFERRED GOVERNMENT INSURANCE TRUS   | \$             | 15,519.  |
| 03/08/201  |                     | QUALITY STARTER & ALT SER INC.        | \$             | 101.     |
| 03/08/201  |                     | SAM'S CLUB                            | \$             | 236.     |
| 03/08/201  |                     | Sarasota Ford LLC                     | \$             | 1,223.   |
| 03/08/201  |                     | SOLINST CANADA LTD                    | \$             | 3,015.   |
| 03/08/201  | 8 37300             | THE SUN                               | \$             | 313.     |
| 03/08/201  |                     | U.S. BANK EQUIPMENT FINANCE           | \$             | 1,052.   |
| 03/08/201  |                     | UNIVAR USA INC                        | \$             | 28,323.  |
| 03/08/201  |                     | WOMACK SANITATION INC.                | \$             | 750.0    |
|            | 8                   | QuickBooks Payroll Service            | \$             | 89,087.2 |

| Bank Code: | -              | EREST CHECKING (PNC)                |                |           |
|------------|----------------|-------------------------------------|----------------|-----------|
| Date       | Document Numbe | er Payee Name / Description         |                | Amount    |
| 03/16/201  | 8 ACH451       | AA ELECTRIC SE INC.                 | \$             | 2,842.8   |
| 03/16/201  | 8 ACH452       | AIR CENTERS-FLORIDA                 | \$             | 7,378.4   |
| 03/16/201  | 8 ACH453       | ALLIED UNIVERSAL CORP.              | \$             | 7,185.6   |
| 03/16/201  | 8 ACH454       | ATKINS NORTH AMERICA, INC.          | \$             | 29,019.6  |
| 03/16/201  | 8 ACH455       | BENCHMARK ENVIROANALYTICAL INC      | \$             | 1,346.7   |
|            | 8 ACH456       | BLACK & VEATCH                      | \$             | 6,118.2   |
|            | 8 ACH457       | C & S CHEMICALS INC.                | \$             | 36,551.2  |
| 03/16/201  |                | CINTAS FIRE 636525                  | \$             | 1,542.0   |
|            | 8 ACH459       | DIANE R. SALZ                       |                | 3,750.0   |
|            | 8 ACH460       | ENVIRONMENTAL EXPRESS INC.          | \$<br>\$<br>\$ | 161.2     |
|            | 8 ACH461       | FEDERAL EXPRESS                     | ¢              | 10.0      |
|            | 8 ACH462       | FLUID CONTROL SPECIALTIES, INC.     |                | 1,000.0   |
|            | 8 ACH463       | FRONTIER COMMUNICATIONS             | \$<br>\$<br>\$ | 216.9     |
|            |                |                                     | ф<br>Ф         |           |
|            | B ACH464       | GB Technologies Inc                 | <b>Þ</b>       | 2,292.3   |
|            | B ACH465       | George Pennell (V)                  | \$             | 50.0      |
|            | 8 ACH466       | Gulf Controls Company, Inc.         | \$<br>\$       | 208.0     |
|            | 8 ACH467       | Hach Company                        | \$             | 1,330.3   |
| 03/16/201  |                | Hudson Pump                         | \$             | 2,806.0   |
| 03/16/201  | 8 ACH469       | HVMI, LLC                           | \$             | 4,578.0   |
| 03/16/201  | 8 ACH470       | J. H. HAM ENGINEERING INC.          | \$<br>\$<br>\$ | 20,004.5  |
| 03/16/201  | 8 ACH471       | Jacobi Carbons Inc                  |                | 31,657.2  |
| 03/16/201  | 8 ACH472       | JANICKI ENVIRONMENTAL, INC.         | \$             | 26,735.5  |
| 03/16/201  | 8 ACH473       | KEETON'S OFFICE & ART SUPPLY        | \$             | 1,982.0   |
| 03/16/201  | 8 ACH474       | KING ENGINEERING ASSOCIATES INC     | \$             | 16,742.5  |
| 03/16/201  | 8 ACH475       | LINDA BURKE                         | \$             | 63.7      |
|            | 8 ACH476       | MAILFINANCE                         | Ś              | 100.0     |
|            | 8 ACH477       | MCMASTER-CARR SUPPLY CO             | \$<br>\$       | 1,353.3   |
|            | 8 ACH478       | NATIONAL BUSINESS FURNITURE, LLC    | \$             | 867.0     |
|            | 8 ACH479       | Natural Resources LLC               | \$             | 4,949.6   |
|            | 8 ACH480       | PAGE MECHANICAL GROUP, INC.         | ¢              | 1,966.2   |
|            | 8 ACH481       | PATRICK J LEHMAN                    | \$<br>\$       | 200.0     |
|            | 8 ACH481       | PRO-CHEM INC.                       |                | 641.2     |
|            |                |                                     | \$<br>\$       |           |
|            | 8 ACH483       | PROGRESSIVE WATER RESOURCES, LLC    | э<br>\$        | 28,714.0  |
| 03/16/201  |                | PURVIS GRAY & COMPANY               |                | 18,750.0  |
|            | 8 ACH485       | RICHARD ANDERSON                    | \$             | 220.0     |
| 03/16/201  |                | Rob Wilson                          | \$<br>\$       | 94.0      |
|            | 8 ACH487       | Robert Half International           | \$             | 500.0     |
| 03/16/201  | 8 ACH488       | TRANSCAT, INC.                      | \$             | 244.4     |
|            | 8 ACH489       | UPS                                 | \$             | 44.8      |
| 03/16/201  | 8 ACH490       | VOYAGER FLEET SYSTEMS, INC.         | \$             | 3,041.2   |
| 03/16/201  | 8 ADBT31218    | STATE OF FLORIDA DISBURSEMENT UNIT  | \$             | 993.0     |
| 03/16/201  | 8 Dbt031218    | United States Treasury              | \$             | 33,001.1  |
| 03/16/201  | 8 DBT031218    | Valic                               | \$             | 6,927.6   |
| 03/23/201  | 8 37304        | ALL FLORIDA WATER-TAMPA             | \$             | 634.7     |
| 03/23/201  | 8 37305        | AMAZON                              | \$             | 567.2     |
| 03/23/201  |                | BATTERIES PLUS BULBS #451           | \$             | 314.6     |
| 03/23/201  |                | CENTURYLINK                         | \$             | 1,877.1   |
| 03/23/201  |                | CHARLOTTE COUNTY BD OF COMMISSIONER | \$             | 84,303.1  |
| 03/23/201  |                | CINTAS                              | \$             | 268.9     |
| 03/23/201  |                | D. M. CONSTRUCTION CORP.            | \$<br>\$       | 8,610.4   |
| 03/23/201  |                | DESOTO AUTOMOTIVE ENTERPRISES INC   | \$             | 1,681.9   |
| 03/23/201  |                | DEX IMAGING                         | \$             | 2,023.6   |
|            |                |                                     |                | -         |
| 03/23/201  |                | DMS-FINANCIAL MGMT SERVICES         | \$             | 284.1     |
| 03/23/201  |                | DOLPHIN TRANSPORTATION SPECIALISTS  | \$             | 682.5     |
| 03/23/201  |                | Fisher Scientific                   | \$             | 2,239.8   |
| 03/23/201  |                | FLORIDA POWER & LIGHT COMPANY       | \$             | 115,838.4 |
| 03/23/201  |                | GRAY MATTER SYSTEMS INC.            | \$             | 2,563.6   |
| 03/23/201  |                | KINGSWAY ACE HARDWARE               | \$             | 212.4     |
| 03/23/201  |                | KONE Inc                            | \$             | 752.2     |
| 02/22/201  | 8 37320        | MSC INDUSTRIAL SUPPLY CO.           | \$             | 2,771.3   |

| Bank Code: | -                  | EREST CHECKING (PNC)   |  |           |
|------------|--------------------|--|--|-----------|
| Date       | Document Numbe     | er Payee Name / Description  |  | Amount    |
| 03/23/201  | 3 37321            | RANCH PROPERTY HOLDINGS LLC  | \$                                     | 10,447.3  |
| 03/23/201  | 3 37322            | RING POWER CORPORATION   | \$                                     | 4,115.8   |
| 03/23/201  | 3 37323            | SAM'S CLUB   |  | 32.9      |
| 03/23/201  | 3 37324            | SOUTHWEST MOBILE MECHANIC  | \$<br>\$                               | 690.0     |
| 03/23/201  | 3 37325            | U.S. TENT RENTAL INC.  | \$                                     | 3,078.7   |
| 03/23/201  |                    | UNIVAR USA INC   |  | 28,254.1  |
| 03/23/201  | 3 37327            | VERIZON WIRELESS   | \$<br>\$<br>\$                         | 2.9       |
|            | 3 DBT032618        | Valic  | \$                                     | 6,862.3   |
|            | 3 Auto32618        | PNC Bank   | \$                                     | 3,759.9   |
| 03/29/201  |                    | QuickBooks Payroll Service   | \$<br>\$                               | 76,236.9  |
| 03/30/201  |                    | ADVANTAGE CARE INC.  |  | 40.0      |
| 03/30/201  |                    | Agilent Technologies Inc   | \$<br>\$                               | 115.0     |
| 03/30/201  |                    | AIR CENTERS-FLORIDA  |  | 2,305.0   |
| 03/30/201  |                    | AIRGAS SPECIALTY PRODUCTS  | \$<br>\$<br>\$                         | -         |
|            |                    |  | ¢                                      | 3,121.3   |
| 03/30/201  |                    |  |  | 44.9      |
| 03/30/201  |                    | ALLIED ELECTRONICS, INC.   | \$                                     | 1,518.4   |
| 03/30/201  |                    | ALLIED UNIVERSAL CORP.   | \$                                     | 18,882.3  |
| 03/30/201  |                    | BENCHMARK ENVIROANALYTICAL INC   | \$                                     | 1,929.0   |
| 03/30/201  |                    | BLACK & VEATCH   | \$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$ | 9,750.0   |
| 03/30/201  |                    | BLUSITE SOLUTIONS OF SOUTHWEST FLORIDA                                 | \$                                     | 269.2     |
| 03/30/201  |                    | C & S CHEMICALS INC.   | \$                                     | 42,215.8  |
| 03/30/201  | 3 ACH502           | CHARLOTTE COUNTY UTILITIES   |  | 164,694.8 |
| 03/30/201  | 3 ACH503           | CINTAS FIRE 636525   | \$                                     | 2,065.8   |
| 03/30/201  | 3 ACH504           | CLEAVELAND/PRICE INC.  | \$<br>\$<br>\$                         | 710.3     |
| 03/30/201  | 3 ACH505           | CORONADO LAWN SERVICE OF FL  |  | 1,230.0   |
| 03/30/201  | 3 ACH506           | DESOTO COUNTY (V)  | \$                                     | 66,333.3  |
| 03/30/201  | 8 ACH507           | Digital Homes Corporation  | \$<br>\$<br>\$                         | 574.8     |
| 03/30/201  | 8 ACH508           | DUVAL FORD LLC   | \$                                     | 99,986.2  |
| 03/30/201  | 3 ACH509           | Earle Chaffee (V)  | \$                                     | 139.      |
| 03/30/201  | 3 ACH510           | EARTH BALANCE  | \$                                     | 9,928.    |
| 03/30/201  |                    | Entech   | \$<br>\$<br>\$<br>\$<br>\$             | 7,543.0   |
| 03/30/201  |                    | FEI-FT.MYERS WATERWORKS #127   | \$                                     | 3,596.3   |
| 03/30/201  |                    | FLUID CONTROL SPECIALTIES, INC.  | ŝ                                      | 248.0     |
| 03/30/201  |                    | Gulf Controls Company, Inc.  | \$<br>\$                               | 62.0      |
| 03/30/201  |                    | Hach Company   | φ<br>¢                                 | 1,523.0   |
| 03/30/201  |                    | Haskins Inc.   | \$                                     | 199,332.0 |
| 03/30/201  |                    | Jacobi Carbons Inc   | \$<br>\$                               | 37,707.   |
|            |                    | JAN-PRO CLEANING SYSTEMS OF SW FLORIDA                                 | э<br>\$                                |           |
| 03/30/201  |                    |  | ¢<br>Þ                                 | 495.0     |
| 03/30/201  |                    | KEETON'S OFFICE & ART SUPPLY   | \$                                     | 381.2     |
| 03/30/201  |                    | MANSON BOLVES DONALDSON VARN, P.A.                                     | \$                                     | 80,875.   |
| 03/30/201  |                    | MOCK ENGINEERING, INCORPORATED   | \$                                     | 3,161.0   |
| 03/30/201  |                    | PMC ENGINEERING LLC  | \$                                     | 2,521.8   |
|            | 3 ACH523           | PROGRESSIVE WATER RESOURCES, LLC                                       | \$                                     | 25,035.0  |
|            | 3 ACH524           | PUBLIC RISK INSURANCE AGENCY   | \$                                     | 848.      |
| 03/30/201  |                    | Shawn Lewis (V)  | \$                                     | 443.      |
| 03/30/201  |                    | SUNSHINE STATE ONE CALL OF FL, INC.                                    | \$                                     | 75.       |
| 03/30/201  | 3 ACH527           | TKW CONSULTING ENGINEERS, INC.   | \$                                     | 1,400.4   |
| 03/30/201  | 3 ACH528           | TRINOVA INC.   | \$                                     | 2,252.    |
| 03/30/201  | 3 ACH529           | TRULY NOLEN BRANCH 079   | \$                                     | 258.      |
| 03/30/201  | 3 ACH530           | UPS  |  | 505.      |
| 03/30/201  | 3 ACH531           | USA Bluebook   | \$<br>\$<br>\$                         | 3,022.    |
| 03/30/201  | 3 ACH532           | VANASSE HANGEN BRUSTLIN, INC   | \$                                     | 2,772.    |
|            | 3 ADBT033018       | STATE OF FLORIDA DISBURSEMENT UNIT                                     |  | 993.      |
|            | 3 DBT033018        | United States Treasury   | \$<br>\$<br>\$                         | 25,716.   |
|            | 3 DBT040418        | FLORIDA DIVISION OF RETIREMENT   | ŝ                                      | 40,291.   |
| 04/03/201  |                    | ALLIANCE FIRE & SAFETY   | \$                                     | 308.0     |
| 04/03/201  |                    | ANIXTER INC.   | \$                                     | 2,108.4   |
|            |                    |  | ት<br>ድ                                 |           |
| 04/03/201  |                    | CH2M HILL ENGINEERS INC.   | \$                                     | 20,089.   |
| 04/03/201  | 3 37331<br>3 37332 | CHARLOTTE COUNTY BCC - LANDFILL<br>CHARLOTTE COUNTY BD OF COMMISSIONER | \$<br>\$                               | 3,847.1   |

| Bank Code:   | -             | EREST CHECKING (PNC)                   |  |           |
|--------------|---------------|--|--|-----------|
| Date         | Document Numb | er Payee Name / Description            |  | Amount    |
| 04/03/201    | 8 37333       | CHENANGO SUPPLY CO., INC.              | \$   | 83.3      |
| 04/03/201    | 8 37334       | D. M. CONSTRUCTION CORP.               | \$   | 2,851.7   |
| 04/03/201    | 8 37335       | EUROFINS EATON ANALYTICAL, LLC         | \$   | 771.0     |
| 04/03/201    | 8 37336       | GRAY MATTER SYSTEMS INC.               | \$   | 2,597.0   |
| 04/03/201    |               | GRAYBAR                                | \$<br>\$<br>\$   | 724.3     |
| 04/03/201    | 8 37338       | INGMAN MARINE                          | \$   | 697.2     |
| 04/03/201    | 8 37339       | JAN-PRO OF MANASOTA                    | \$   | 249.0     |
| 04/03/201    | 8 37340       | Locher Environmental LLC               | \$   | 102,357.7 |
| 04/03/201    | 8 37341       | MSC INDUSTRIAL SUPPLY CO.              | \$<br>\$   | 676.7     |
| 04/03/201    | 8 37342       | SAM'S CLUB                             | \$   | 128.0     |
| 04/03/201    | 8 37343       | SARASOTA HERALD TRIBUNE                | \$   | 186.9     |
| 04/03/201    | 8 37344       | SARASOTA TROPHY & AWARDS INC.          | \$<br>\$<br>\$   | 105.0     |
| 04/03/201    | 8 37345       | SHIPPING POST                          | \$   | 53.0      |
| 04/03/201    | 8 37346       | THE SUN                                | \$   | 104.3     |
| 04/03/201    | 8 37347       | U.S. BANK EQUIPMENT FINANCE            | \$   | 1,052.6   |
| 04/03/201    | 8 37348       | UNIVAR USA INC                         | \$   | 16,936.2  |
| 04/03/201    | 8 37349       | WESTRA CONSTRUCTION CORP.              | \$   | 69,900.0  |
| 04/03/201    |               | Winzer Corporation                     | \$   | 966.9     |
| 04/03/201    |               | MAILFINANCE                            | \$   | 299.0     |
| 04/12/201    |               | QuickBooks Payroll Service             | \$   | 76,163.7  |
|              | 8 ACH533      | ALLIED UNIVERSAL CORP.                 | \$   | 9,352.0   |
|              | 8 ACH534      | ATKINS NORTH AMERICA, INC.             | ŝ  | 3,128.3   |
|              | 8 ACH535      | Barney's Pumps, Inc.                   | ŝ  | 1,444.3   |
|              | 8 ACH536      | BENCHMARK ENVIROANALYTICAL INC         | Ψ<br>¢   | 574.9     |
|              | 8 ACH537      | BLUSITE SOLUTIONS OF SOUTHWEST FLORIDA | ¢  | 269.2     |
|              | 8 ACH538      | C & S CHEMICALS INC.                   | φ<br>¢   | 44,283.0  |
|              | 8 ACH539      | CINTAS FIRE 636525                     | Ψ<br>¢   | 450.0     |
|              | 8 ACH540      | DIANE R. SALZ                          | φ<br>¢   | 3,750.0   |
| 04/13/201    |               | Entech                                 | φ<br>¢   | 7,543.0   |
|              | 8 ACH542      | FEDERAL EXPRESS                        | \$  | 36.9      |
|              |               |  | ው<br>ወ   |           |
|              | B ACH543      | FEI-FT.MYERS WATERWORKS #127           | ¢  | 416.4     |
|              | B ACH544      | GB Technologies Inc                    | ¢  | 1,406.2   |
|              | B ACH545      | Hach Company                           | ¢  | 467.1     |
|              | B ACH546      |  | ¢  | 31,899.0  |
|              | B ACH547      | JANICKI ENVIRONMENTAL, INC.            | \$   | 34,192.2  |
| 04/13/201    |               | JOHNSON ENGINEERING, INC.              | \$   | 258.      |
|              | B ACH549      | KEETON'S OFFICE & ART SUPPLY           | \$   | 413.3     |
| 04/13/201    |               | Ryan Herco Products Corp               |  | 510.0     |
|              | 8 ACH552      | Sumner Land Management LLC             | \$<br>\$   | 19,418.0  |
| 04/13/201    |               | TEST GAUGE AND BACKFLOW SUPPLY INC.    |  | 120.8     |
| 04/13/201    |               | TOTALFUNDS BY HASLER                   | \$   | 300.0     |
|              | B ACH555      | UPS                                    | \$   | 12.3      |
|              | B ACH556      | VOYAGER FLEET SYSTEMS, INC.            | \$   | 2,119.1   |
|              | 8 ADBT41318   | STATE OF FLORIDA DISBURSEMENT UNIT     | \$<br>\$   | 993.0     |
|              | 8 DBT041318   | United States Treasury                 |  | 25,200.1  |
|              | 8 Dbt041318   | Valic                                  | \$   | 6,794.3   |
| 04/18/201    |               | AMAZON                                 | \$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$ | 1,277.0   |
| 04/18/201    |               | ANIXTER INC.                           | \$   | 2,711.    |
| 04/18/201    |               | AWWA                                   | \$   | 90.0      |
| 04/18/201    |               | BILL'S BOTTLED WATER SERVI CE          | \$   | 16.       |
| 04/18/201    | 8 37356       | Buffalo Graffix                        | \$   | 262.      |
| 04/18/201    | 8 37357       | CENTURYLINK                            | \$   | 1,883.    |
| 04/18/201    | 8 37358       | CHENANGO SUPPLY CO., INC.              | \$   | 27.0      |
| 04/18/201    | 8 37359       | CINTAS                                 | \$   | 257.      |
| 04/18/201    | 8 37360       | EUROFINS EATON ANALYTICAL, LLC         | \$   | 1,204.    |
| 04/18/201    | 8 37361       | Fisher Scientific                      | \$   | 2,189.0   |
| 04/18/201    | 8 37362       | GRAY MATTER SYSTEMS INC.               | \$   | 3,736.0   |
| 04/18/201    | 8 37363       | GRAYBAR                                | \$   | 2,545.    |
| 04/18/201    |               | HOME DEPOT                             | \$   | 338.3     |
| 0.4/4.0/0.04 | 8 37365       | INGMAN MARINE                          | \$   | 505.0     |

| Bank Code:               | Document Numbe |  |  | A                 |
|--------------------------|----------------|--|--|-------------------|
| Date                     |                |  |  | Amount            |
| 04/18/2018               |                | KINGSWAY ACE HARDWARE                  | \$   |                   |
| 04/18/2018               |                | Locher Environmental LLC               | \$   | 3,590.            |
| 04/18/2018               |                | MSC INDUSTRIAL SUPPLY CO.              | \$   | 797.              |
| 04/18/2018               |                | RANCH PROPERTY HOLDINGS LLC            | \$   | 12,555.           |
| 04/18/2018               |                | SAM'S CLUB                             | \$<br>\$<br>\$<br>\$   | 126.              |
| 04/18/2018               |                | SARASOTA HERALD TRIBUNE                | \$   | 206.2             |
| 04/18/2018               |                | SARASOTA TROPHY & AWARDS INC.          | \$   | 179.              |
| 04/18/2018               |                | THE SUN                                | \$   | 153.              |
| 04/18/2018               |                | TREASURY SOFTWARE CORP.                | \$<br>\$<br>\$   | 959.              |
| 04/18/2018               |                | U.S. TENT RENTAL INC.                  | \$   | 108.              |
| 04/18/2018               |                | UNITED STATES GEOLOGICAL SURVEY        |  |                   |
| 04/18/2018               |                | UNIVAR USA INC                         | \$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$ | 16,883.           |
| 04/18/2018               |                | UNIVERSITY OF FLORIDA TREEO            | \$   | 645.              |
| 04/18/2018               | 37379          | VOLUNTARY EXTRA DUTY ACCOUNT           | \$   | 315.              |
| 04/18/2018               | 37380          | WOMACK SANITATION INC.                 | \$   | 750.              |
| 04/26/2018               |                | QuickBooks Payroll Service             | \$   | 77,547.           |
| 04/27/2018               | ACH557         | AA ELECTRIC SE INC.                    | \$   | 2,256.            |
| 04/27/2018               | ACH558         | ADVANTAGE CARE INC.                    | \$   | 80.               |
| 04/27/2018               | ACH559         | AIRGAS USA, LLC                        | \$<br>\$<br>\$   | 47.               |
| 04/27/2018               | ACH560         | ALLIED UNIVERSAL CORP.                 | \$   | 12,359.           |
| 04/27/2018               | ACH561         | Antonio Amalfitano (V)                 |  |                   |
| 04/27/2018               | ACH562         | BENCHMARK ENVIROANALYTICAL INC         | \$<br>\$<br>\$   | 410.              |
| 04/27/2018               | ACH563         | Brenntag Mid-South Inc                 | \$   | 7,094.            |
| 04/27/2018               | ACH564         | C & S CHEMICALS INC.                   | \$   | 34,668.           |
| 04/27/2018               | ACH565         | CHARLOTTE COUNTY UTILITIES             | \$<br>\$<br>\$<br>\$   | 164,694.          |
| 04/27/2018               | ACH566         | CORONADO LAWN SERVICE OF FL            | \$   | 1,300.            |
| 04/27/2018               | ACH567         | CORRPRO COMPANIES                      | \$   | 7,200.            |
| 04/27/2018               | ACH568         | CRUMPTON WELDING SUPPLY                | \$   | 125.              |
| 04/27/2018               | ACH569         | DESOTO COUNTY (V)                      | \$<br>\$<br>\$   | 66,333.           |
| 04/27/2018               | ACH570         | EARTH BALANCE                          | \$   | 7,633.            |
| 04/27/2018               | ACH571         | Entech                                 | \$   | 7,543.            |
| 04/27/2018               | ACH572         | FEI-FT.MYERS WATERWORKS #127           | \$   | 2,064.            |
| 04/27/2018               | ACH573         | FRONTIER COMMUNICATIONS                | \$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$ | 216.              |
| 04/27/2018               | ACH574         | G-TEC Equipment Services               | \$   | 900.              |
| 04/27/2018               | ACH575         | Hach Company                           | \$   | 424.              |
| 04/27/2018               | ACH576         | Haskins Inc.                           | \$   | 130,882.          |
| 04/27/2018               | ACH577         | HVMI, LLC                              | \$   | 10,603.           |
| 04/27/2018               |                | J. H. HAM ENGINEERING INC.             | \$   | 7,584.            |
| 04/27/2018               |                | JAN-PRO CLEANING SYSTEMS OF SW FLORIDA | \$   | 495.              |
| 04/27/2018               |                | JANICKI ENVIRONMENTAL, INC.            | \$   | 12,800.           |
| 04/27/2018               |                | JOHNSON ENGINEERING, INC.              | \$   |                   |
| 04/27/2018               |                | KEETON'S OFFICE & ART SUPPLY           | \$   |                   |
| 04/27/2018               |                | KING ENGINEERING ASSOCIATES INC        | \$   | 6,347.            |
| 04/27/2018               |                | MANSON BOLVES DONALDSON VARN, P.A.     |  |                   |
| 04/27/2018               |                | PROGRESSIVE WATER RESOURCES, LLC       | \$<br>\$   | 1,125             |
| 04/27/2018               |                | STANTEC CONSULTING SERVICES            |  |                   |
| 04/27/2018               |                | SUNSHINE STATE ONE CALL OF FL, INC.    | \$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$   | 75.               |
| 04/27/2018               |                | TERRI BRUMFIELD                        | Ψ<br>¢   | 50.               |
| 04/27/2018               |                | TIM PITTMAN                            | Ψ<br>¢   | 125.              |
| 04/27/2018               |                | TRULY NOLEN BRANCH 079                 | ¢  | 1,752.            |
|                          |                | UPS                                    | Ψ<br>Ψ   | 1,752.            |
| 04/27/2018<br>04/27/2018 |                | USA Bluebook                           | φ<br>Φ   | 137.              |
|                          |                |  | \$<br>\$<br>\$<br>\$   | 1,064.<br>6,095.  |
| 04/27/2018               |                | VANASSE HANGEN BRUSTLIN, INC           | ን<br>^   | 0,095.            |
|                          | ADbt52718      | STATE OF FLORIDA DISBURSEMENT UNIT     | ን<br>^   | 993.              |
| 04/27/2018               |                | United States Treasury                 |  |                   |
|                          | Dbt042718      |  | \$   |                   |
| 04/30/2018               | DDI43018       | FLORIDA DIVISION OF RETIREMENT         | \$<br>Total \$   |                   |
|                          |                |  | Intal 9  | x x x y / u x 0 / |

# PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY **CHECK REGISTER: MARCH & APRIL 2018** Alphabetically by Vendor PUBLIC FUNDS INTEREST CHECKING (PNC)

| Bank Code: | PUBLIC FUNDS INTERE | ST CHECKING (PNC)                      |                |            |
|------------|---------------------|--|----------------|------------|
| Date       | Document Number     | Payee Name / Description               |                | Amount     |
| 03/16/2018 | ACH451              | AA ELECTRIC SE INC.                    | \$             | 2,842.89   |
| 04/27/2018 | ACH557              | AA ELECTRIC SE INC.                    | \$             | 2,256.71   |
| 03/30/2018 | ACH491              | ADVANTAGE CARE INC.                    | \$             | 40.00      |
| 04/27/2018 | ACH558              | ADVANTAGE CARE INC.                    | \$             | 80.00      |
| 03/30/2018 | ACH492              | Agilent Technologies Inc               | \$             | 115.00     |
| 03/16/2018 | ACH452              | AIR CENTERS-FLORIDA                    | \$             | 7,378.48   |
| 03/30/2018 | ACH493              | AIR CENTERS-FLORIDA                    | \$             | 2,305.00   |
| 03/30/2018 | ACH494              | AIRGAS SPECIALTY PRODUCTS              | \$             | 3,121.34   |
| 03/30/2018 | ACH495              | AIRGAS USA, LLC                        | \$             | 44.93      |
| 04/27/2018 | ACH559              | AIRGAS USA, LLC                        | \$             | 47.81      |
| 03/23/2018 | 37304               | ALL FLORIDA WATER-TAMPA                | \$<br>\$       | 634.74     |
| 04/03/2018 | 37328               | ALLIANCE FIRE & SAFETY                 | \$             | 308.00     |
| 03/30/2018 | ACH496              | ALLIED ELECTRONICS, INC.               | \$             | 1,518.48   |
| 03/02/2018 | ACH425              | ALLIED UNIVERSAL CORP.                 | \$             | 7,156.66   |
| 03/16/2018 | ACH453              | ALLIED UNIVERSAL CORP.                 | \$             | 7,185.67   |
| 03/30/2018 | ACH497              | ALLIED UNIVERSAL CORP.                 | \$             | 18,882.39  |
| 04/13/2018 | ACH533              | ALLIED UNIVERSAL CORP.                 | \$             | 9,352.04   |
| 04/27/2018 | ACH560              | ALLIED UNIVERSAL CORP.                 |                | 12,359.82  |
| 03/08/2018 | 37273               | AMAZON                                 | \$<br>\$       | 2,077.15   |
| 03/23/2018 | 37305               | AMAZON                                 | \$             | 567.13     |
| 04/18/2018 | 37352               | AMAZON                                 | \$<br>\$       | 1,277.64   |
| 03/08/2018 | 37274               | ANIXTER INC.                           |                | 1,366.38   |
| 04/03/2018 | 37329               | ANIXTER INC.                           | \$             | 2,108.42   |
| 04/18/2018 | 37353               | ANIXTER INC.                           | \$             | 2,711.67   |
| 04/27/2018 | ACH561              | Antonio Amalfitano (V)                 | \$<br>\$       | 100.00     |
| 03/16/2018 | ACH454              | ATKINS NORTH AMERICA, INC.             |                | 29,019.68  |
| 04/13/2018 | ACH534              | ATKINS NORTH AMERICA, INC.             | \$             | 3,128.36   |
| 04/18/2018 | 37354               | AWWA                                   |                | 90.00      |
| 04/13/2018 | ACH535              | Barney's Pumps, Inc.                   | \$<br>\$       | 1,444.30   |
| 03/23/2018 | 37306               | BATTERIES PLUS BULBS #451              | \$             | 314.65     |
| 03/02/2018 | ACH426              | Bearings and Drives, Technologies Inc  | \$<br>\$       | 2,457.92   |
| 03/02/2018 | ACH427              | BENCHMARK ENVIROANALYTICAL INC         | \$             | 3,912.49   |
| 03/16/2018 | ACH455              | BENCHMARK ENVIROANALYTICAL INC         | \$             | 1,346.76   |
| 03/30/2018 | ACH498              | BENCHMARK ENVIROANALYTICAL INC         | \$             | 1,929.09   |
| 04/13/2018 | ACH536              | BENCHMARK ENVIROANALYTICAL INC         | \$<br>\$       | 574.97     |
| 04/27/2018 | ACH562              | BENCHMARK ENVIROANALYTICAL INC         |                | 410.07     |
| 03/08/2018 | 37275               | BILL'S BOTTLED WATER SERVI CE          | \$<br>\$<br>\$ | 16.50      |
| 04/18/2018 | 37355               | BILL'S BOTTLED WATER SERVI CE          | \$             | 16.50      |
| 03/16/2018 | ACH456              | BLACK & VEATCH                         |                | 6,118.25   |
| 03/30/2018 | ACH499              | BLACK & VEATCH                         | \$             | 9,750.00   |
| 03/30/2018 | ACH500              | BLUSITE SOLUTIONS OF SOUTHWEST FLORIDA | \$             | 269.25     |
| 04/13/2018 | ACH537              | BLUSITE SOLUTIONS OF SOUTHWEST FLORIDA | \$             | 269.25     |
| 04/27/2018 | ACH563              | Brenntag Mid-South Inc                 | \$             | 7,094.78   |
| 04/18/2018 | 37356               | Buffalo Graffix                        | \$             | 262.50     |
| 03/02/2018 | ACH428              | C & S CHEMICALS INC.                   | \$             | 42,155.64  |
| 03/16/2018 | ACH457              | C & S CHEMICALS INC.                   | \$             | 36,551.27  |
| 03/30/2018 | ACH501              | C & S CHEMICALS INC.                   | \$             | 42,215.86  |
| 04/13/2018 | ACH538              | C & S CHEMICALS INC.                   | \$             | 44,283.63  |
| 04/27/2018 | ACH564              | C & S CHEMICALS INC.                   | \$             | 34,668.86  |
| 03/08/2018 | 37276               | CENTURYLINK                            | \$             | 1,506.40   |
| 03/23/2018 | 37307               | CENTURYLINK                            | \$             | 1,877.10   |
| 04/18/2018 | 37357               | CENTURYLINK                            | \$<br>\$       | 1,883.6    |
| 04/03/2018 |                     | CH2M HILL ENGINEERS INC.               |                | 20,089.88  |
| 03/08/2018 | 37277               | CHARLOTTE CO. CHAM OF COMMERCE         | \$             | 197.00     |
| 03/08/2018 | 37278               | CHARLOTTE COUNTY BCC - LANDFILL        | \$             | 4,954.83   |
| 04/03/2018 | 37331               | CHARLOTTE COUNTY BCC - LANDFILL        | \$             | 3,847.7    |
| 03/08/2018 | 37279               | CHARLOTTE COUNTY BD OF COMMISSIONER    | \$             | 84,074.08  |
| 03/23/2018 | 37308               | CHARLOTTE COUNTY BD OF COMMISSIONER    | \$             | 84,303.13  |
| 04/03/2018 |                     | CHARLOTTE COUNTY BD OF COMMISSIONER    | \$             | 83,109.20  |
| 03/30/2018 | ACH502              | CHARLOTTE COUNTY UTILITIES             | \$             | 164,694.84 |

| PE/                      | PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY<br>CHECK REGISTER: MARCH & APRIL 2018<br>Alphabetically by Vendor |   |                |                         |  |
|--------------------------|--|---|----------------|-------------------------|--|
| Bank Code:               | PUBLIC FUNDS INTERE  |   |                |                         |  |
| Date                     | Document Number  | Payee Name / Description  |                | Amount                  |  |
| 04/27/2018               |  | CHARLOTTE COUNTY UTILITIES                                      | \$             | 164,694.84              |  |
| 04/03/2018               |  | CHENANGO SUPPLY CO., INC.                                       | \$             | 83.33                   |  |
| 04/18/2018               |  | CHENANGO SUPPLY CO., INC.                                       | \$             | 27.09                   |  |
| 03/23/2018               |  | CINTAS  | \$             | 268.99                  |  |
| 04/18/2018               |  | CINTAS  | \$             | 257.77                  |  |
| 03/16/2018               | ACH458   | CINTAS FIRE 636525  | \$             | 1,542.00                |  |
| 03/30/2018               | ACH503   | CINTAS FIRE 636525  | \$             | 2,065.80                |  |
| 04/13/2018               | ACH539   | CINTAS FIRE 636525  | \$<br>\$       | 450.00                  |  |
| 03/30/2018               |  | CLEAVELAND/PRICE INC.   | \$             | 710.39                  |  |
| 03/08/2018               |  | COLE-PARMER INSTRUMENT CO.                                      | \$             | 109.76                  |  |
| 03/08/2018               |  | Core & Main LP  | \$             | 25,909.27               |  |
| 03/02/2018               |  | CORONADO LAWN SERVICE OF FL                                     | \$             | 3,230.00                |  |
| 03/30/2018               |  | CORONADO LAWN SERVICE OF FL                                     | \$             | 1,230.00                |  |
| 04/27/2018               |  | CORONADO LAWN SERVICE OF FL                                     | \$             | 1,300.00                |  |
| 04/27/2018               |  | CORRPRO COMPANIES<br>CRUMPTON WELDING SUPPLY                    | \$<br>\$       | 7,200.00<br>125.43      |  |
| 04/27/2018<br>03/08/2018 |  | D. M. CONSTRUCTION CORP.  | \$<br>\$       | 125.43                  |  |
| 03/23/2018               |  | D. M. CONSTRUCTION CORP.  |                | 8,610.41                |  |
| 04/03/2018               |  | D. M. CONSTRUCTION CORP.  | \$<br>\$<br>\$ | 2,851.70                |  |
| 03/08/2018               |  | DELL MARKETING L.P.   | \$<br>S        | 6,536.45                |  |
| 03/23/2018               |  | DESOTO AUTOMOTIVE ENTERPRISES INC                               | \$             | 1,681.94                |  |
| 03/30/2018               |  | DESOTO COUNTY (V)   | \$             | 66,333.33               |  |
| 04/27/2018               |  | DESOTO COUNTY (V)   | \$             | 66,333.33               |  |
| 03/23/2018               |  | DEX IMAGING   | \$             | 2,023.65                |  |
| 03/16/2018               | ACH459   | DIANE R. SALZ   |                | 3,750.00                |  |
| 04/13/2018               | ACH540   | DIANE R. SALZ   | \$<br>\$       | 3,750.00                |  |
| 03/30/2018               | ACH507   | Digital Homes Corporation                                       | \$             | 574.80                  |  |
| 03/08/2018               | 37284  | Discount Telecom  | \$<br>\$       | 90.00                   |  |
| 03/08/2018               |  | DMS-FINANCIAL MGMT SERVICES                                     |                | 283.93                  |  |
| 03/23/2018               |  | DMS-FINANCIAL MGMT SERVICES                                     | \$             | 284.15                  |  |
| 03/23/2018               |  | DOLPHIN TRANSPORTATION SPECIALISTS                              | \$             | 682.59                  |  |
| 03/30/2018               |  | DUVAL FORD LLC  | \$             | 99,986.26               |  |
| 03/02/2018               |  | E.F. GAINES SURVEYING SERVICES, INC                             | \$             | 4,600.00                |  |
| 03/30/2018               |  | Earle Chaffee (V)   | \$             | 139.52                  |  |
| 03/02/2018               |  |   | \$<br>\$       | 7,343.75                |  |
| 03/30/2018<br>04/27/2018 |  | EARTH BALANCE<br>EARTH BALANCE                                  | ъ<br>\$        | 9,928.50<br>7,633.75    |  |
| 03/02/2018               |  | Entech  | С<br>С         | 7,543.00                |  |
| 03/30/2018               |  | Entech  | \$             | 7,543.00                |  |
| 04/13/2018               |  | Entech  | \$             | 7,543.00                |  |
| 04/27/2018               |  | Entech  | \$             | 7,543.00                |  |
| 03/16/2018               |  | ENVIRONMENTAL EXPRESS INC.                                      | \$             | 161.20                  |  |
| 04/03/2018               |  | EUROFINS EATON ANALYTICAL, LLC                                  | \$<br>\$       | 771.00                  |  |
| 04/18/2018               | 37360  | EUROFINS EATON ANALYTICAL, LLC                                  | \$             | 1,204.00                |  |
| 03/16/2018               | ACH461   | FEDERAL EXPRESS   | \$             | 10.02                   |  |
| 04/13/2018               | ACH542   | FEDERAL EXPRESS   | \$             | 36.97                   |  |
| 03/30/2018               |  | FEI-FT.MYERS WATERWORKS #127                                    | \$             | 3,596.36                |  |
| 04/13/2018               |  | FEI-FT.MYERS WATERWORKS #127                                    | \$             | 416.48                  |  |
| 04/27/2018               |  | FEI-FT.MYERS WATERWORKS #127                                    | \$             | 2,064.66                |  |
| 03/08/2018               |  | Fisher Scientific   | \$<br>\$<br>\$ | 2,126.02                |  |
| 03/23/2018               |  | Fisher Scientific   | \$             | 2,239.81                |  |
| 04/18/2018               |  |   | \$<br>\$       | 2,189.63                |  |
|                          | DBT040418  | FLORIDA DIVISION OF RETIREMENT                                  | ¢              | 40,291.26               |  |
| 04/30/2018<br>03/23/2018 |  | FLORIDA DIVISION OF RETIREMENT<br>FLORIDA POWER & LIGHT COMPANY | \$             | 26,425.30<br>115,838.42 |  |
| 03/08/2018               |  | FLORIDA VALVE & EQUIPMENT, LLC                                  | \$<br>\$       | 13,348.00               |  |
| 03/16/2018               |  | FLUID CONTROL SPECIALTIES, INC.                                 | э<br>\$        | 1,000.00                |  |
| 03/30/2018               |  | FLUID CONTROL SPECIALTIES, INC.                                 | \$             | 248.00                  |  |
| 03/16/2018               |  | FRONTIER COMMUNICATIONS   | \$             | 216.98                  |  |
| 04/27/2018               |  | FRONTIER COMMUNICATIONS   | \$             | 216.98                  |  |

Alphabetically by Vendor PUBLIC FUNDS INTEREST CHECKING (PNC)

| Bank Code:               | PUBLIC FUNDS INTE | EREST CHECKING (PNC)  |                               |                  |
|--------------------------|-------------------|---|-------------------------------|------------------|
| Date                     | Document Numbe    | er Payee Name / Description   |                               | Amount           |
| 03/16/2018               | 3 ACH464          | GB Technologies Inc   | \$                            | 2,292.3          |
| 04/13/2018               | 3 ACH544          | GB Technologies Inc   | \$                            | 1,406.2          |
| 03/16/2018               | 3 ACH465          | George Pennell (V)  | \$                            | 50.0             |
| 03/08/2018               | 3 37288           | GOVERNMENT FINANCE OFFICERS ASSOC                                     | \$                            | 160.0            |
| 03/08/2018               | 3 37289           | GRAY MATTER SYSTEMS INC.  | \$ \$ \$ \$ \$ \$ \$ \$ \$    | 375.0            |
| 03/23/2018               | 3 37317           | GRAY MATTER SYSTEMS INC.  | \$                            | 2,563.6          |
| 04/03/2018               | 3 37336           | GRAY MATTER SYSTEMS INC.  | \$                            | 2,597.0          |
| 04/18/2018               | 3 37362           | GRAY MATTER SYSTEMS INC.  | \$                            | 3,736.6          |
| 04/03/2018               | 3 37337           | GRAYBAR   | \$                            | 724.3            |
| 04/18/2018               | 3 37363           | GRAYBAR   | \$                            | 2,545.7          |
| 04/27/2018               | 3 ACH574          | G-TEC Equipment Services  | \$                            | 900.0            |
| 03/16/2018               | 3 ACH466          | Gulf Controls Company, Inc.   | \$                            | 208.0            |
| 03/30/2018               | 3 ACH514          | Gulf Controls Company, Inc.   | \$                            | 62.6             |
| 03/02/2018               | 3 ACH433          | Hach Company  | \$                            | 435.7            |
| 03/16/2018               | 3 ACH467          | Hach Company  | \$                            | 1,330.3          |
| 03/30/2018               | 3 ACH515          | Hach Company  | \$<br>\$<br>\$                | 1,523.6          |
| 04/13/2018               |                   | Hach Company  | \$                            | 467.1            |
| 04/27/2018               |                   | Hach Company  | \$                            | 424.8            |
| 03/02/2018               | 3 ACH434          | Haskins Inc.  | \$<br>\$<br>\$                | 58,158.0         |
| 03/30/2018               |                   | Haskins Inc.  | \$                            | 199,332.0        |
| 04/27/2018               |                   | Haskins Inc.  |                               | 130,882.5        |
| 03/08/2018               |                   | HERALD TRIBUNE  | \$<br>\$                      | 364.6            |
| 04/18/2018               |                   | HOME DEPOT  | \$                            | 338.3            |
| 03/16/2018               |                   | Hudson Pump   | \$                            | 2,806.0          |
| 03/02/2018               |                   | HVMI, LLC   | \$                            | 24,560.0         |
| 03/16/2018               |                   | HVMI, LLC   | \$                            | 4,578.0          |
| 04/27/2018               |                   | HVMI, LLC   | \$                            | 10,603.9         |
| 04/03/2018               |                   | INGMAN MARINE   | \$                            | 697.2            |
| 04/18/2018               |                   | INGMAN MARINE   | \$                            | 505.6            |
| 03/08/2018               |                   | ISA   | \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ | 120.0            |
| 03/02/2018               |                   | J. H. HAM ENGINEERING INC.  | \$                            | 7,572.0          |
| 03/16/2018               |                   | J. H. HAM ENGINEERING INC.  | \$                            | 20,004.5         |
| 04/27/2018               |                   | J. H. HAM ENGINEERING INC.  | \$                            | 7,584.4          |
| 03/02/2018               |                   | Jacobi Carbons Inc  |                               | 31,527.0         |
| 03/16/2018               |                   | Jacobi Carbons Inc  | \$<br>\$<br>\$                | 31,657.2         |
| 03/30/2018               |                   | Jacobi Carbons Inc  | \$                            | 37,707.7         |
| 04/13/2018               |                   |   | \$<br>¢                       | 31,899.0         |
| 03/02/2018               |                   |   | \$<br>\$                      | 13,419.0         |
| 03/16/2018<br>04/13/2018 |                   | JANICKI ENVIRONMENTAL, INC.   | ծ<br>\$                       | 26,735.5         |
|                          |                   | JANICKI ENVIRONMENTAL, INC.   | ծ<br>\$                       | 34,192.2         |
| 04/27/2018               |                   | JANICKI ENVIRONMENTAL, INC.<br>JAN-PRO CLEANING SYSTEMS OF SW FLORIDA |                               | 12,800.0         |
| 03/30/2018               |                   | JAN-PRO CLEANING SYSTEMS OF SW FLORIDA                                | \$<br>\$                      | 495.0<br>495.0   |
| 04/27/2018               |                   |   |                               |                  |
| 03/08/2018<br>04/03/2018 |                   | JAN-PRO OF MANASOTA<br>JAN-PRO OF MANASOTA                            | \$<br>\$                      | 249.0<br>249.0   |
| 03/02/2018               |                   | JOHNSON ENGINEERING, INC.   | э<br>\$                       | 12,319.3         |
|                          |                   | JOHNSON ENGINEERING, INC.   | э<br>\$                       | 258.7            |
| 04/13/2018<br>04/27/2018 |                   | JOHNSON ENGINEERING, INC.   | ъ<br>\$                       | 258.<br>12,948.7 |
| 04/27/2018               |                   | KEETON'S OFFICE & ART SUPPLY  |                               | 451.9            |
| 03/02/2018               |                   | KEETON'S OFFICE & ART SUPPLY<br>KEETON'S OFFICE & ART SUPPLY          | \$<br>\$<br>\$                | 451.9<br>1,982.0 |
| 03/30/2018               |                   | KEETON'S OFFICE & ART SUPPLY  | ው<br>ድ                        | 381.2            |
| 03/30/2018               |                   | KEETON'S OFFICE & ART SUPPLY  | э<br>\$                       | 413.3            |
| 04/13/2018               |                   | KEETON'S OFFICE & ART SUPPLY  | ¢                             | 2,743.           |
| 04/27/2018               |                   | KING ENGINEERING ASSOCIATES INC                                       | \$<br>\$                      | 2,743.3          |
| 03/16/2018               |                   | KING ENGINEERING ASSOCIATES INC                                       | ъ<br>\$                       | 6,347.0          |
| 04/27/2018               |                   | KINGSWAY ACE HARDWARE   | ъ<br>\$                       | 6,347.0<br>338.0 |
| 03/23/2018               |                   | KINGSWAT ACE HARDWARE   | э<br>\$                       | 212.4            |
| 03/23/2018               |                   | KINGSWAT ACE HARDWARE   | э<br>\$                       | 369.3            |
| 03/23/2018               |                   | KINGSWAT ACE HARDWARE   | ъ<br>\$                       | 752.2            |
|                          | 3 ACH475          | LINDA BURKE   | ъ<br>\$                       | 63.7             |

# PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY **CHECK REGISTER: MARCH & APRIL 2018** Alphabetically by Vendor PUBLIC FUNDS INTEREST CHECKING (PNC)

| Bank Code: PUBLIC FUNDS INTEREST CHECKING (PNC) |               |                                     |                |           |  |
|---|---------------|-------------------------------------|----------------|-----------|--|
| Date  | Document Numb | er Payee Name / Description         |                | Amount    |  |
| 04/03/201                                       | 8 37340       | Locher Environmental LLC            | \$             | 102,357.7 |  |
| 04/18/201                                       | 8 37367       | Locher Environmental LLC            | \$             | 3,590.3   |  |
| 03/02/201                                       | 8 ACH441      | MADER ELECTRIC, INC.                | \$             | 4,157.8   |  |
| 03/16/201                                       | 8 ACH476      | MAILFINANCE                         | \$             | 100.0     |  |
| 04/03/201                                       | 8 37351       | MAILFINANCE                         | \$             | 299.6     |  |
| 03/02/201                                       | 8 ACH442      | MANSON BOLVES DONALDSON VARN, P.A.  | \$             | 22,207.5  |  |
| 03/30/201                                       | 8 ACH520      | MANSON BOLVES DONALDSON VARN, P.A.  | \$             | 80,875.9  |  |
| 04/27/201                                       | 8 ACH584      | MANSON BOLVES DONALDSON VARN, P.A.  | \$             | 20,682.5  |  |
| 03/16/201                                       | 8 ACH477      | MCMASTER-CARR SUPPLY CO             | \$             | 1,353.3   |  |
| 03/30/201                                       | 8 ACH521      | MOCK ENGINEERING, INCORPORATED      | \$             | 3,161.0   |  |
| 03/08/201                                       | 8 37294       | MSC INDUSTRIAL SUPPLY CO.           | \$             | 95.0      |  |
| 03/23/201                                       | 8 37320       | MSC INDUSTRIAL SUPPLY CO.           | \$<br>\$<br>\$ | 2,771.3   |  |
| 04/03/201                                       | 8 37341       | MSC INDUSTRIAL SUPPLY CO.           | \$             | 676.7     |  |
| 04/18/201                                       | 8 37368       | MSC INDUSTRIAL SUPPLY CO.           |                | 797.3     |  |
| 03/16/201                                       | 8 ACH478      | NATIONAL BUSINESS FURNITURE, LLC    | \$             | 867.0     |  |
| 03/16/201                                       | 8 ACH479      | Natural Resources LLC               | \$<br>\$       | 4,949.6   |  |
| 03/16/201                                       | 8 ACH480      | PAGE MECHANICAL GROUP, INC.         | \$             | 1,966.2   |  |
| 03/16/201                                       | 8 ACH481      | PATRICK J LEHMAN                    | \$             | 200.0     |  |
| 03/30/201                                       | 8 ACH522      | PMC ENGINEERING LLC                 | \$             | 2,521.8   |  |
| 03/26/201                                       | 8 Auto32618   | PNC Bank                            | \$             | 3,759.9   |  |
| 03/08/201                                       | 8 37295       | PREFERRED GOVERNMENT INSURANCE TRUS | \$             | 15,519.2  |  |
| 03/16/201                                       | 8 ACH482      | PRO-CHEM INC.                       | \$<br>\$       | 641.2     |  |
| 03/16/201                                       | 8 ACH483      | PROGRESSIVE WATER RESOURCES, LLC    |                | 28,714.0  |  |
| 03/30/201                                       | 8 ACH523      | PROGRESSIVE WATER RESOURCES, LLC    | \$             | 25,035.0  |  |
| 04/27/201                                       | 8 ACH585      | PROGRESSIVE WATER RESOURCES, LLC    | \$             | 1,125.0   |  |
| 03/02/201                                       | 8 ACH443      | PUBLIC RISK INSURANCE AGENCY        | \$             | 232,559.0 |  |
| 03/30/201                                       | 8 ACH524      | PUBLIC RISK INSURANCE AGENCY        | \$             | 848.0     |  |
| 03/16/201                                       | 8 ACH484      | PURVIS GRAY & COMPANY               | \$             | 18,750.0  |  |
| 03/08/201                                       | 8 37296       | QUALITY STARTER & ALT SER INC.      | \$             | 101.4     |  |
| 03/01/201                                       | 8             | QuickBooks Payroll Service          | \$             | 77,495.5  |  |
| 03/15/201                                       | 8             | QuickBooks Payroll Service          | \$             | 89,087.2  |  |
| 03/29/201                                       | 8             | QuickBooks Payroll Service          | \$<br>\$       | 76,236.9  |  |
| 04/12/201                                       | 8             | QuickBooks Payroll Service          | \$             | 76,163.7  |  |
| 04/26/201                                       | 8             | QuickBooks Payroll Service          | \$             | 77,547.8  |  |
| 03/23/201                                       | 8 37321       | RANCH PROPERTY HOLDINGS LLC         | \$             | 10,447.3  |  |
| 04/18/201                                       | 8 37369       | RANCH PROPERTY HOLDINGS LLC         | \$             | 12,555.0  |  |
| 03/16/201                                       | 8 ACH485      | RICHARD ANDERSON                    | \$<br>\$       | 220.0     |  |
| 03/23/201                                       | 8 37322       | RING POWER CORPORATION              | \$             | 4,115.8   |  |
| 03/16/201                                       | 8 ACH486      | Rob Wilson                          | \$             | 94.0      |  |
| 03/02/201                                       | 8 ACH444      | Robert Half International           | \$             | 1,444.8   |  |
| 03/16/201                                       | 8 ACH487      | Robert Half International           | \$             | 500.0     |  |
| 04/13/201                                       | 8 ACH551      | Ryan Herco Products Corp            | \$             | 510.6     |  |
| 03/08/201                                       | 8 37297       | SAM'S CLUB                          | \$             | 236.8     |  |
| 03/23/201                                       | 8 37323       | SAM'S CLUB                          | \$             | 32.9      |  |
| 04/03/201                                       | 8 37342       | SAM'S CLUB                          | \$             | 128.0     |  |
| 04/18/201                                       | 8 37370       | SAM'S CLUB                          | \$             | 126.7     |  |
| 03/02/201                                       | 8 ACH445      | SAMUEL STONE                        | \$             | 25.0      |  |
| 03/08/201                                       | 8 37298       | Sarasota Ford LLC                   | \$             | 1,223.9   |  |
| 04/03/201                                       | 8 37343       | SARASOTA HERALD TRIBUNE             | \$             | 186.9     |  |
| 04/18/201                                       | 8 37371       | SARASOTA HERALD TRIBUNE             | \$             | 206.2     |  |
| 04/03/201                                       | 8 37344       | SARASOTA TROPHY & AWARDS INC.       | \$             | 105.0     |  |
| 04/18/201                                       | 8 37372       | SARASOTA TROPHY & AWARDS INC.       | \$             | 179.0     |  |
| 03/30/201                                       | 8 ACH525      | Shawn Lewis (V)                     | \$             | 443.6     |  |
| 04/03/201                                       | 8 37345       | SHIPPING POST                       | \$             | 53.0      |  |
| 03/08/201                                       | 8 37299       | SOLINST CANADA LTD                  | \$             | 3,015.8   |  |
| 03/23/201                                       | 8 37324       | SOUTHWEST MOBILE MECHANIC           | \$             | 690.0     |  |
| 04/27/201                                       | 8 ACH586      | STANTEC CONSULTING SERVICES         | \$             | 116,749.1 |  |
| 03/02/201                                       | 8 ADBT3218    | STATE OF FLORIDA DISBURSEMENT UNIT  | \$             | 993.0     |  |
| 03/16/201                                       | 8 ADBT31218   | STATE OF FLORIDA DISBURSEMENT UNIT  | \$             | 993.0     |  |
| 03/30/201                                       | 8 ADBT033018  | STATE OF FLORIDA DISBURSEMENT UNIT  | \$             | 993.0     |  |

# PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY **CHECK REGISTER: MARCH & APRIL 2018** Alphabetically by Vendor PUBLIC FUNDS INTEREST CHECKING (PNC)

| ank Code:                | Document Numb          | FEREST CHECKING (PNC) Der Payee Name / Description          |                | Amount             |
|--------------------------|------------------------|---|----------------|--------------------|
|                          |                        |   | <b>^</b>       | Amount             |
|                          | ADBT41318              | STATE OF FLORIDA DISBURSEMENT UNIT                          | \$             | 993.               |
| 04/27/2018               |                        | STATE OF FLORIDA DISBURSEMENT UNIT                          | \$             | 993.               |
| 04/13/2018               |                        | Sumner Land Management LLC                                  | \$             | 19,418.            |
| 03/02/2018               |                        | SUNSHINE STATE ONE CALL OF FL, INC.                         | \$             | 75.                |
| 03/30/2018               |                        | SUNSHINE STATE ONE CALL OF FL, INC.                         | \$             | 75.<br>75          |
| 04/27/2018               |                        | SUNSHINE STATE ONE CALL OF FL, INC.                         | \$<br>\$       | 75.                |
| 03/02/2018 04/27/2018    |                        | Swagelok Central & South Florida<br>TERRI BRUMFIELD         | ծ<br>\$        | 431.<br>50.        |
| 04/27/2018               |                        | TEST GAUGE AND BACKFLOW SUPPLY INC.                         | ъ<br>\$        | 50.<br>120.        |
| 03/08/2018               |                        | THE SUN   | ъ<br>\$        | 313.               |
|                          |                        |   |                | 313.<br>104.       |
| 04/03/2018<br>04/18/2018 |                        | THE SUN<br>THE SUN  | \$             | 104.<br>153.       |
| 04/18/2018               |                        | TIM PITTMAN   | \$<br>\$       | 103.               |
|                          |                        | TKW CONSULTING ENGINEERS, INC.                              | э<br>\$        | 8,650.             |
| 03/02/2018<br>03/30/2018 |                        | TKW CONSULTING ENGINEERS, INC.                              | э<br>\$        | 1,400.             |
|                          |                        |   | ъ<br>\$        |                    |
| 04/13/2018<br>03/16/2018 |                        | TOTALFUNDS BY HASLER  | ъ<br>\$        | 300.               |
|                          |                        | TRANSCAT, INC.<br>TREASURY SOFTWARE CORP.                   |                | 244.               |
| 04/18/2018               |                        | TREASURY SOFTWARE CORP.<br>TRINOVA INC.                     | \$<br>\$       | 959.<br>2,252.     |
| 03/30/2018<br>03/30/2018 |                        | TRULY NOLEN BRANCH 079                                      | \$<br>\$       | 2,252.<br>258.     |
| 03/30/2018               |                        | TRULY NOLEN BRANCH 079                                      | э<br>\$        | 256.<br>1,752.     |
| 03/08/2018               |                        | U.S. BANK EQUIPMENT FINANCE                                 |                | 1,752.             |
| 03/08/2018               |                        | U.S. BANK EQUIPMENT FINANCE                                 | \$<br>\$       | 1,052.             |
|                          |                        | U.S. TENT RENTAL INC.                                       | э<br>\$        | ,                  |
| 03/23/2018 04/18/2018    |                        | U.S. TENT RENTAL INC.                                       |                | 3,078.             |
| 04/18/2018               |                        | UNITED STATES GEOLOGICAL SURVEY                             | \$             | 108.<br>7,280.     |
|                          | DBT030218              | United States Treasury                                      | \$<br>\$       | 25,189.            |
| 03/02/2018               |                        | United States Treasury                                      | э<br>\$        | 23,189.<br>33,001. |
|                          | DBT033018              | United States Treasury                                      | \$             | 25,716.            |
|                          |                        | •   | \$             |                    |
|                          | DBT041318              | United States Treasury                                      | ъ<br>\$        | 25,200.            |
| 04/27/2018<br>03/08/2018 |                        | United States Treasury<br>UNIVAR USA INC                    |                | 25,621.            |
| 03/23/2018               |                        | UNIVAR USA INC<br>UNIVAR USA INC                            | \$<br>\$       | 28,323.<br>28,254. |
| 03/23/2018               |                        | UNIVAR USA INC  | э<br>\$        | 26,234.<br>16,936. |
| 04/18/2018               |                        | UNIVAR USA INC  | \$             | 16,883.            |
| 04/18/2018               |                        | UNIVERSITY OF FLORIDA TREEO                                 | ¢              | 645.               |
| 03/02/2018               |                        | UPS   | \$<br>\$       | 111.               |
| 03/16/2018               |                        | UPS   | э<br>\$        | 44.                |
|                          |                        | UPS   | э<br>\$        | 44.<br>505.        |
| 03/30/2018               |                        | UPS   | ъ<br>\$        |                    |
| 04/13/2018<br>04/27/2018 |                        | UPS   | э<br>\$        | 12.<br>137.        |
| 03/30/2018               |                        | USA Bluebook  |                |                    |
|                          |                        | USA Bluebook  | \$<br>\$       | 3,022.             |
| 04/27/2018               |                        | Valic   | э<br>\$        | 1,064.<br>6,927.   |
|                          | DBT031218<br>DBT032618 | Valic   | ¢              | 6,862.             |
| 03/20/2018               |                        | Valic   | ¢              | ,                  |
|                          |                        |   | ¢              | 6,794.<br>6 927    |
| 04/27/2018               |                        | Valic<br>Vanasse Hangen prustum inc                         | \$<br>\$<br>\$ | 6,827.<br>2 772    |
| 03/30/2018               |                        | VANASSE HANGEN BRUSTLIN, INC                                | ¢              | 2,772.             |
| 04/27/2018               |                        | VANASSE HANGEN BRUSTLIN, INC                                | Ф<br>Ф         | 6,095.             |
| 03/23/2018               |                        | VERIZON WIRELESS  | \$<br>\$<br>\$ | 2.<br>315.         |
| 04/18/2018               |                        | VOLUNTARY EXTRA DUTY ACCOUNT<br>VOYAGER FLEET SYSTEMS, INC. | ф<br>Ф         |                    |
| 03/16/2018               |                        | ,   | \$             | 3,041.             |
| 04/13/2018               |                        | VOYAGER FLEET SYSTEMS, INC.                                 | \$<br>¢        | 2,119.             |
| 04/03/2018               |                        | WESTRA CONSTRUCTION CORP.                                   | \$             | 69,900.            |
| 04/03/2018               |                        |   | \$             | 966.<br>750        |
| 03/08/2018               |                        | WOMACK SANITATION INC.                                      | \$<br>\$       | 750.               |
| 04/18/2018               | 31300                  | WOMACK SANITATION INC.                                      | +              | 750.               |
|                          |                        |   | Total \$       | 3,857,930.4        |

#### PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY CHECK REGISTER: MARCH & APRIL 2018 By Amount Largest to Smallest

| Bank Code: | PUBLIC FUNDS INTERE | ST CHECKING (PNC)                                     |                |                        |
|------------|---------------------|---|----------------|------------------------|
| Date       | Document Number     | Payee Name / Description                              |                | Amount                 |
| 03/02/2018 | 3 ACH443            | PUBLIC RISK INSURANCE AGENCY                          | \$             | 232,559.00             |
| 03/30/2018 | 3 ACH516            | Haskins Inc.  | \$             | 199,332.00             |
| 03/30/2018 | 3 ACH502            | CHARLOTTE COUNTY UTILITIES                            | \$             | 164,694.84             |
| 04/27/2018 | 3 ACH565            | CHARLOTTE COUNTY UTILITIES                            | \$             | 164,694.84             |
| 04/27/2018 | 3 ACH576            | Haskins Inc.  | \$             | 130,882.50             |
| 04/27/2018 | 3 ACH586            | STANTEC CONSULTING SERVICES                           | \$<br>\$       | 116,749.10             |
| 03/23/2018 | 3 37316             | FLORIDA POWER & LIGHT COMPANY                         | \$             | 115,838.42             |
| 04/03/2018 | 3 37340             | Locher Environmental LLC                              | \$             | 102,357.76             |
| 03/30/2018 | 3 ACH508            | DUVAL FORD LLC  | \$             | 99,986.26              |
| 03/15/2018 |                     | QuickBooks Payroll Service                            | \$<br>\$<br>\$ | 89,087.21              |
| 03/23/2018 |                     | CHARLOTTE COUNTY BD OF COMMISSIONER                   | \$             | 84,303.13              |
| 03/08/2018 |                     | CHARLOTTE COUNTY BD OF COMMISSIONER                   |                | 84,074.08              |
| 04/03/2018 |                     | CHARLOTTE COUNTY BD OF COMMISSIONER                   | \$<br>\$       | 83,109.20              |
| 03/30/2018 |                     | MANSON BOLVES DONALDSON VARN, P.A.                    | \$             | 80,875.90              |
| 04/26/2018 |                     | QuickBooks Payroll Service                            | \$             | 77,547.82              |
| 03/01/2018 |                     | QuickBooks Payroll Service                            | \$<br>\$<br>\$ | 77,495.53              |
| 03/29/2018 |                     | QuickBooks Payroll Service                            | \$             | 76,236.90              |
| 04/12/2018 |                     | QuickBooks Payroll Service                            | \$             | 76,163.71              |
| 04/03/2018 |                     | WESTRA CONSTRUCTION CORP.                             | \$             | 69,900.00              |
| 03/30/2018 |                     | DESOTO COUNTY (V)                                     | \$             | 66,333.33              |
| 04/27/2018 |                     | DESOTO COUNTY (V)                                     | \$             | 66,333.33              |
| 03/02/2018 |                     | Haskins Inc.  | \$             | 58,158.00              |
| 04/13/2018 |                     | C & S CHEMICALS INC.                                  | \$<br>\$<br>\$ | 44,283.63              |
| 03/30/2018 |                     | C & S CHEMICALS INC.                                  | \$             | 42,215.86              |
| 03/02/2018 |                     | C & S CHEMICALS INC.                                  |                | 42,155.64              |
|            | 3 DBT040418         | FLORIDA DIVISION OF RETIREMENT                        | \$<br>\$       | 40,291.26              |
| 03/30/2018 |                     | Jacobi Carbons Inc                                    | ծ<br>\$        | 37,707.70              |
| 03/16/2018 |                     | C & S CHEMICALS INC.                                  |                | 36,551.27              |
| 04/27/2018 |                     | C & S CHEMICALS INC.                                  | \$<br>\$       | 34,668.86              |
| 04/13/2018 | B Dbt031218         | JANICKI ENVIRONMENTAL, INC.<br>United States Treasury | ъ<br>\$        | 34,192.25<br>33,001.12 |
| 03/10/2018 |                     | Jacobi Carbons Inc                                    | э<br>\$        | 31,899.00              |
| 03/16/2018 |                     | Jacobi Carbons Inc                                    |                | 31,657.20              |
| 03/02/2018 |                     | Jacobi Carbons Inc                                    | \$<br>\$       | 31,527.00              |
| 03/16/2018 |                     | ATKINS NORTH AMERICA, INC.                            | \$<br>\$       | 29,019.68              |
| 03/16/2018 |                     | PROGRESSIVE WATER RESOURCES, LLC                      |                | 28,714.00              |
| 03/08/2018 |                     | UNIVAR USA INC  | \$<br>\$<br>\$ | 28,323.27              |
| 03/23/2018 |                     | UNIVAR USA INC  | φ<br>\$        | 28,254.11              |
| 03/16/2018 |                     | JANICKI ENVIRONMENTAL, INC.                           | \$             | 26,735.50              |
|            | 3 Dbt43018          | FLORIDA DIVISION OF RETIREMENT                        | \$             | 26,425.30              |
| 03/08/2018 |                     | Core & Main LP  | \$             | 25,909.27              |
|            | B DBT033018         | United States Treasury                                | \$             | 25,716.18              |
|            | 3 dbt42718          | United States Treasury                                | \$             | 25,621.38              |
|            | 3 DBT041318         | United States Treasury                                | \$             | 25,200.16              |
|            | 3 DBT030218         | United States Treasury                                | \$             | 25,189.42              |
| 03/30/2018 |                     | PROGRESSIVE WATER RESOURCES, LLC                      | \$             | 25,035.00              |
| 03/02/2018 |                     | HVMI, LLC   | \$             | 24,560.00              |
| 03/02/2018 |                     | MANSON BOLVES DONALDSON VARN, P.A.                    | \$             | 22,207.50              |
| 04/27/2018 | 3 ACH584            | MANSON BOLVES DONALDSON VARN, P.A.                    | \$             | 20,682.50              |
| 04/03/2018 |                     | CH2M HILL ENGINEERS INC.                              | \$             | 20,089.88              |
| 03/16/2018 | 3 ACH470            | J. H. HAM ENGINEERING INC.                            | \$             | 20,004.55              |
| 04/13/2018 | 3 ACH552            | Sumner Land Management LLC                            | \$             | 19,418.00              |
| 03/30/2018 | 3 ACH497            | ALLIED UNIVERSAL CORP.                                | \$             | 18,882.39              |
| 03/16/2018 | 3 ACH484            | PURVIS GRAY & COMPANY                                 | \$             | 18,750.00              |
| 04/03/2018 | 3 37348             | UNIVAR USA INC  | \$             | 16,936.26              |
| 04/18/2018 | 3 37377             | UNIVAR USA INC  | \$             | 16,883.79              |
| 03/16/2018 | 3 ACH474            | KING ENGINEERING ASSOCIATES INC                       | \$             | 16,742.53              |
| 03/08/2018 |                     | PREFERRED GOVERNMENT INSURANCE TRUS                   | \$             | 15,519.25              |
| 03/02/2018 |                     | JANICKI ENVIRONMENTAL, INC.                           | \$             | 13,419.00              |
| 03/08/2018 | 3 37287             | FLORIDA VALVE & EQUIPMENT, LLC                        | \$             | 13,348.00              |

| PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY |                                    |   |                |                      |  |  |
|--|------------------------------------|---|----------------|----------------------|--|--|
|  | CHECK REGISTER: MARCH & APRIL 2018 |   |                |                      |  |  |
| Bank Code:   | PUBLIC FUNDS INTERE                | By Amount Largest to Smallest             |                |                      |  |  |
| Date   | Document Number                    | Payee Name / Description                  |                | Amount               |  |  |
| 04/27/2018   | 3 ACH581                           | JOHNSON ENGINEERING, INC.                 | \$             | 12,948.75            |  |  |
| 04/27/2018   |                                    | JANICKI ENVIRONMENTAL, INC.               | \$             | 12,800.00            |  |  |
| 04/18/2018   |                                    | RANCH PROPERTY HOLDINGS LLC               | \$             | 12,555.00            |  |  |
| 04/27/2018   |                                    | ALLIED UNIVERSAL CORP.                    | \$             | 12,359.82            |  |  |
| 03/02/2018   | 3 ACH439                           | JOHNSON ENGINEERING, INC.                 | \$             | 12,319.35            |  |  |
| 03/08/2018   | 3 37282                            | D. M. CONSTRUCTION CORP.                  | \$             | 10,803.17            |  |  |
| 04/27/2018   | 3 ACH577                           | HVMI, LLC                                 | \$             | 10,603.90            |  |  |
| 03/23/2018   | 3 37321                            | RANCH PROPERTY HOLDINGS LLC               | \$             | 10,447.30            |  |  |
| 03/30/2018   |                                    | EARTH BALANCE                             | \$             | 9,928.50             |  |  |
| 03/30/2018   |                                    | BLACK & VEATCH                            | \$             | 9,750.00             |  |  |
| 04/13/2018   |                                    | ALLIED UNIVERSAL CORP.                    | \$             | 9,352.04             |  |  |
| 03/02/2018   |                                    | TKW CONSULTING ENGINEERS, INC.            | \$<br>\$       | 8,650.00             |  |  |
| 03/23/2018   |                                    | D. M. CONSTRUCTION CORP.<br>EARTH BALANCE | \$<br>\$       | 8,610.41             |  |  |
| 04/27/2018<br>04/27/2018                             |                                    | J. H. HAM ENGINEERING INC.                | ъ<br>\$        | 7,633.75<br>7,584.40 |  |  |
| 03/02/2018   |                                    | J. H. HAM ENGINEERING INC.                | \$<br>\$       | 7,584.40             |  |  |
| 03/02/2018   |                                    | Entech                                    | \$             | 7,543.00             |  |  |
| 03/30/2018   |                                    | Entech                                    | \$             | 7,543.00             |  |  |
| 04/13/2018   |                                    | Entech                                    | \$             | 7,543.00             |  |  |
| 04/27/2018   |                                    | Entech                                    | \$             | 7,543.00             |  |  |
| 03/16/2018   |                                    | AIR CENTERS-FLORIDA                       | \$             | 7,378.48             |  |  |
| 03/02/2018   | 3 ACH431                           | EARTH BALANCE                             | \$             | 7,343.75             |  |  |
| 04/18/2018   | 3 37376                            | UNITED STATES GEOLOGICAL SURVEY           | \$             | 7,280.00             |  |  |
| 04/27/2018   | 3 ACH567                           | CORRPRO COMPANIES                         | \$             | 7,200.00             |  |  |
| 03/16/2018   | 3 ACH453                           | ALLIED UNIVERSAL CORP.                    | \$             | 7,185.67             |  |  |
| 03/02/2018   |                                    | ALLIED UNIVERSAL CORP.                    | \$             | 7,156.66             |  |  |
| 04/27/2018   |                                    | Brenntag Mid-South Inc                    | \$             | 7,094.78             |  |  |
|  | 3 DBT031218                        | Valic                                     | \$             | 6,927.69             |  |  |
|  | 3 DBT032618                        | Valic                                     | \$             | 6,862.38             |  |  |
|  | 3 Dbt042718                        | Valic<br>Valic                            | \$<br>\$       | 6,827.40             |  |  |
| 03/08/2018   | 3 Dbt041318                        | DELL MARKETING L.P.                       | э<br>\$        | 6,794.36<br>6,536.45 |  |  |
| 04/27/2018   |                                    | KING ENGINEERING ASSOCIATES INC           | ч<br>\$        | 6,347.04             |  |  |
| 03/16/2018   |                                    | BLACK & VEATCH                            | \$             | 6,118.25             |  |  |
| 04/27/2018   |                                    | VANASSE HANGEN BRUSTLIN, INC              | \$             | 6,095.15             |  |  |
| 03/08/2018   |                                    | CHARLOTTE COUNTY BCC - LANDFILL           | \$             | 4,954.83             |  |  |
| 03/16/2018   | 3 ACH479                           | Natural Resources LLC                     | \$             | 4,949.63             |  |  |
| 03/02/2018   | 3 ACH430                           | E.F. GAINES SURVEYING SERVICES, INC       | \$             | 4,600.00             |  |  |
| 03/16/2018   | 3 ACH469                           | HVMI, LLC                                 | \$             | 4,578.00             |  |  |
| 03/02/2018   |                                    | MADER ELECTRIC, INC.                      | \$             | 4,157.80             |  |  |
| 03/23/2018   |                                    | RING POWER CORPORATION                    | \$             | 4,115.89             |  |  |
| 03/02/2018   |                                    | BENCHMARK ENVIROANALYTICAL INC            | \$             | 3,912.49             |  |  |
| 04/03/2018   |                                    | CHARLOTTE COUNTY BCC - LANDFILL           | \$             | 3,847.77             |  |  |
|  | 3 Auto32618                        | PNC Bank                                  | \$<br>\$       | 3,759.93             |  |  |
| 03/16/2018<br>04/13/2018                             |                                    | DIANE R. SALZ<br>DIANE R. SALZ            | \$<br>\$       | 3,750.00             |  |  |
| 04/13/2018   |                                    | GRAY MATTER SYSTEMS INC.                  | Ф<br>Ф         | 3,750.00<br>3,736.68 |  |  |
| 03/30/2018   |                                    | FEI-FT.MYERS WATERWORKS #127              | \$<br>\$       | 3,596.36             |  |  |
| 04/18/2018   |                                    | Locher Environmental LLC                  |                | 3,590.36             |  |  |
| 03/02/2018   |                                    | CORONADO LAWN SERVICE OF FL               | \$<br>\$<br>\$ | 3,230.00             |  |  |
| 03/30/2018   |                                    | MOCK ENGINEERING, INCORPORATED            | \$             | 3,161.00             |  |  |
| 04/13/2018   | 3 ACH534                           | ATKINS NORTH AMERICA, INC.                | \$             | 3,128.36             |  |  |
| 03/30/2018   | 3 ACH494                           | AIRGAS SPECIALTY PRODUCTS                 |                | 3,121.34             |  |  |
| 03/23/2018   | 3 37325                            | U.S. TENT RENTAL INC.                     | \$<br>\$<br>\$ | 3,078.71             |  |  |
| 03/16/2018   | 3 ACH490                           | VOYAGER FLEET SYSTEMS, INC.               |                | 3,041.25             |  |  |
| 03/30/2018   |                                    | USA Bluebook                              | \$<br>\$       | 3,022.16             |  |  |
| 03/08/2018   |                                    | SOLINST CANADA LTD                        | \$             | 3,015.88             |  |  |
| 04/03/2018   |                                    | D. M. CONSTRUCTION CORP.                  | \$             | 2,851.70             |  |  |
| 03/16/2018   |                                    | AA ELECTRIC SE INC.                       | \$             | 2,842.89             |  |  |
| 03/16/2018   | 3 ACH468                           | Hudson Pump                               | \$             | 2,806.00             |  |  |

| PE         | PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY<br>CHECK REGISTER: MARCH & APRIL 2018<br>By Amount Largest to Smallest |  |  |                      |  |
|------------|---|--|--|----------------------|--|
|            |   |  |  |                      |  |
| Bank Code: | PUBLIC FUNDS INTERE   |  |  |                      |  |
| Date       | Document Number   | Payee Name / Description                       |  | Amount               |  |
| 03/30/201  | 8 ACH532  | VANASSE HANGEN BRUSTLIN, INC                   | \$   | 2,772.50             |  |
| 03/23/201  | 8 37320   | MSC INDUSTRIAL SUPPLY CO.                      |  | 2,771.36             |  |
| 04/27/201  | 8 ACH582  | KEETON'S OFFICE & ART SUPPLY                   | \$<br>\$   | 2,743.57             |  |
| 04/18/201  | 8 37353   | ANIXTER INC.                                   | \$   | 2,711.67             |  |
| 04/03/201  | 8 37336   | GRAY MATTER SYSTEMS INC.                       | \$   | 2,597.00             |  |
| 03/23/201  | 8 37317   | GRAY MATTER SYSTEMS INC.                       | \$   | 2,563.68             |  |
| 04/18/201  | 8 37363   | GRAYBAR  | \$   | 2,545.79             |  |
| 03/30/201  | 8 ACH522  | PMC ENGINEERING LLC                            | \$   | 2,521.89             |  |
|            | 8 ACH426  | Bearings and Drives, Technologies Inc          | \$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$ | 2,457.92             |  |
|            | 8 ACH493  | AIR CENTERS-FLORIDA                            | \$   | 2,305.00             |  |
|            | 8 ACH464  | GB Technologies Inc                            | \$   | 2,292.30             |  |
|            | 8 ACH557  | AA ELECTRIC SE INC.                            | \$   | 2,256.71             |  |
|            | 8 ACH528  | TRINOVA INC.                                   | \$   | 2,252.64             |  |
| 03/23/201  |   | Fisher Scientific                              | \$   | 2,239.81             |  |
| 04/18/201  |   | Fisher Scientific                              | \$<br>¢  | 2,189.63             |  |
| 03/08/201  |   | Fisher Scientific                              | \$<br>¢  | 2,126.02             |  |
| 04/03/201  | 8 ACH556  | VOYAGER FLEET SYSTEMS, INC.<br>ANIXTER INC.    | ¢<br>⊅   | 2,119.12<br>2,108.42 |  |
| 03/08/201  |   | AMAZON   | ¢<br>¢   | 2,108.42             |  |
|            | 8 ACH503  | CINTAS FIRE 636525                             | φ<br>¢   | 2,065.80             |  |
|            | 8 ACH572  | FEI-FT.MYERS WATERWORKS #127                   | φ<br>\$  | 2,063.60             |  |
| 03/23/201  |   | DEX IMAGING                                    | \$<br>S  | 2,004.00             |  |
|            | 8 ACH473  | KEETON'S OFFICE & ART SUPPLY                   | \$   | 1,982.03             |  |
|            | 8 ACH480  | PAGE MECHANICAL GROUP, INC.                    | \$   | 1,966.24             |  |
|            | 8 ACH498  | BENCHMARK ENVIROANALYTICAL INC                 |  | 1,929.09             |  |
| 04/18/201  |   | CENTURYLINK                                    | \$   | 1,883.67             |  |
| 03/23/201  | 8 37307   | CENTURYLINK                                    | \$   | 1,877.10             |  |
| 04/27/201  | 8 ACH590  | TRULY NOLEN BRANCH 079                         | \$<br>\$<br>\$<br>\$<br>\$   | 1,752.00             |  |
| 03/23/201  | 8 37311   | DESOTO AUTOMOTIVE ENTERPRISES INC              | \$   | 1,681.94             |  |
| 03/16/201  | 8 ACH458  | CINTAS FIRE 636525                             | \$   | 1,542.00             |  |
| 03/30/201  | 8 ACH515  | Hach Company                                   | \$<br>\$<br>\$   | 1,523.64             |  |
|            | 8 ACH496  | ALLIED ELECTRONICS, INC.                       | \$   | 1,518.48             |  |
| 03/08/201  |   | CENTURYLINK                                    | \$   | 1,506.40             |  |
|            | 8 ACH444  | Robert Half International                      | \$   | 1,444.80             |  |
|            | 8 ACH535  | Barney's Pumps, Inc.                           | \$<br>\$   | 1,444.30             |  |
|            | 8 ACH544  | GB Technologies Inc                            |  | 1,406.25             |  |
|            | 8 ACH527  | TKW CONSULTING ENGINEERS, INC.                 | \$   | 1,400.40             |  |
| 03/08/201  |   | ANIXTER INC.                                   | \$   | 1,366.38             |  |
|            | 8 ACH477  | MCMASTER-CARR SUPPLY CO                        | \$   | 1,353.35             |  |
|            | 8 ACH455<br>8 ACH467  | BENCHMARK ENVIROANALYTICAL INC<br>Hach Company | \$<br>\$   | 1,346.76             |  |
|            | 8 ACH467<br>8 ACH566  | CORONADO LAWN SERVICE OF FL                    | ¢<br>¢   | 1,330.39<br>1,300.00 |  |
| 04/18/201  |   | AMAZON   | \$<br>\$   | 1,277.64             |  |
|            | 8 ACH505  | CORONADO LAWN SERVICE OF FL                    | Ψ<br>\$  | 1,230.00             |  |
| 03/08/201  |   | Sarasota Ford LLC                              | \$<br>\$<br>\$<br>\$   | 1,223.95             |  |
| 04/18/201  |   | EUROFINS EATON ANALYTICAL, LLC                 | \$   | 1,204.00             |  |
|            | 8 ACH585  | PROGRESSIVE WATER RESOURCES, LLC               | \$   | 1,125.00             |  |
|            | 8 ACH592  | USA Bluebook                                   | \$   | 1,064.39             |  |
| 03/08/201  | 8 37301   | U.S. BANK EQUIPMENT FINANCE                    | \$   | 1,052.67             |  |
| 04/03/201  | 8 37347   | U.S. BANK EQUIPMENT FINANCE                    | \$<br>\$   | 1,052.67             |  |
| 03/16/201  | 8 ACH462  | FLUID CONTROL SPECIALTIES, INC.                | \$   | 1,000.00             |  |
| 03/02/201  | 8 ADBT3218  | STATE OF FLORIDA DISBURSEMENT UNIT             | \$   | 993.06               |  |
| 03/16/201  | 8 ADBT31218   | STATE OF FLORIDA DISBURSEMENT UNIT             | \$<br>\$<br>\$   | 993.06               |  |
| 03/30/201  | 8 ADBT033018  | STATE OF FLORIDA DISBURSEMENT UNIT             | \$   | 993.06               |  |
|            | 8 ADBT41318   | STATE OF FLORIDA DISBURSEMENT UNIT             | \$   | 993.06               |  |
|            | 8 ADbt52718   | STATE OF FLORIDA DISBURSEMENT UNIT             | \$<br>\$   | 993.06               |  |
| 04/03/201  |   | Winzer Corporation                             | \$   | 966.99               |  |
| 04/18/201  |   | TREASURY SOFTWARE CORP.                        | \$   | 959.40               |  |
|            | 8 ACH574  |  | \$<br>\$   | 900.00               |  |
| 03/16/201  | 8 ACH478  | NATIONAL BUSINESS FURNITURE, LLC               | Φ  | 867.00               |  |

#### PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY **CHECK REGISTER: MARCH & APRIL 2018** By Amount Largest to Smallest PUBLIC FUNDS INTEREST CHECKING (PNC) Bank Code: Date **Document Number** Payee Name / Description Amount 03/30/2018 ACH524 PUBLIC RISK INSURANCE AGENCY \$ 848.00 \$ MSC INDUSTRIAL SUPPLY CO. 04/18/2018 37368 797.37

| 03/23/2018 37319         KONE Inc         \$ 752.00           03/05/2018 37330         WOMACK SANITATION INC.         \$ 750.00           04/18/2018 37337         GRAYBAR         \$ 774.32           03/30/2018 ACH504         CLEAVELAND/PRICE INC.         \$ 710.33           04/03/2018 37334         INCMAN MARINE         \$ 690.00           03/23/2018 37344         DOLTHWERT MOBILE MECHANIC         \$ 690.00           03/23/2018 37344         DOLTHWI TRANSPECTATION SPECIALISTS         \$ 684.00           03/23/2018 37344         DOLTHWI TRANSPECTATION SPECIALISTS         \$ 684.00           03/32/2018 37344         DINUERSITY OF FLORIDA TREEO         \$ 645.00           03/16/2018 ACH482         PRO-CHEM INC.         \$ 674.97           03/32/2018 37305         AMAZON         \$ 574.80           03/32/2018 ACH536         BENCHMARK ENVIROANAL/TICAL INC         \$ 574.97           03/30/2018 ACH536         BENCHMARK ENVIROANAL/TICAL INC         \$ 565.47           03/30/2018 ACH536         DUPS         \$ 510.60           04/13/2018 ACH536         BENCHMARK ENVIROANAL/TICAL INC         \$ 565.67           03/30/2018 ACH547         Robert Hail International         \$ 505.67           03/30/2018 ACH537         JAN-PRO CLEANING SYSTEMS OF SW FLORIDA         \$ 495.00 <td< th=""><th>04/03/2018 37335</th><th>EUROFINS EATON ANALYTICAL, LLC</th><th>\$<br/>771.00</th></td<>  | 04/03/2018 37335  | EUROFINS EATON ANALYTICAL, LLC         | \$<br>771.00 |
|---|-------------------|--|--------------|
| 04/18/2018 37380         WOMACK SANITATION INC.         \$         770.32           04/03/2018 37337         GRAYBAR         \$         774.32           04/03/2018 37338         INGMAN MARINE         \$         972.83           04/03/2018 37334         INGMAN MARINE         \$         997.28           03/23/2018 37341         DOL/PHIN TRANSPORTATION SPECIALISTS         \$         682.59           04/03/2018 37341         MOSI COLUMENT OF FLORIDA TREED         \$         645.00           03/23/2018 37341         MOSI COLUMERSTY OF FLORIDA TREED         \$         645.00           03/16/2018 ACH482         PRO-CHEM INC.         \$         641.22           03/23/2018 37304         ALL FLORIDA WATER-TAMPA         \$         534.74           04/13/2018 ACH507         Digital Homes Corporation         \$         544.80           03/23/2018 37305         AMAZON         \$         556.57           03/30/2018 ACH507         Digital Homes Corporation         \$         556.57           03/30/2018 ACH518         Ryan Herico Products Corp         \$         556.57           03/30/2018 ACH517         Ryan Herico Products Corp         \$         505.67           03/30/2018 ACH518         JAN-PRO CLEANING SYSTEMS OF SW FLORIDA         \$         495.00           04/13/2018 ACH519         JAN-PRO CLEANIN   | 03/23/2018 37319  | KONE Inc                               | \$<br>752.28 |
| 04/03/2018 37337         GRAYBAR         \$ 74.32           03/02/018 ACH504         CLEAVELAND/PRICE INC.         \$ 710.38           04/03/2018 37338         INCMAN MARINE         \$ 6672           03/23/2018 37334         SOLTHWEST MOBILE MECHANIC         \$ 669.00           03/23/2018 3734         DOLPHIN TRANSPORTATION SPECIALISTS         \$ 662.59           04/03/2018 37374         UNIVERSITY OF FLORIDA TREED         \$ 641.62           03/16/2018 ACH636         BENCHMARK ENVIROANAL/TICAL INC         \$ 641.22           03/23/2018 37304         ALL FLORIDA WATEN-TAMPA         \$ 634.74           04/13/2018 ACH536         BENCHMARK ENVIROANAL/TICAL INC         \$ 754.80           03/23/2018 ACH551         Riyan Herco Products Corp         \$ 656.71           03/32/2018 ACH551         Riyan Herco Products Corp         \$ 656.54           03/36/2018 ACH530         UPS         \$ 505.54           03/36/2018 ACH513         JAN-PRO CLEANING SYSTEMS OF SW FLORIDA         \$ 495.00           04/32/2018 ACH674         Hach Company         \$ 445.00           03/30/2018 ACH674         Hach Company         \$ 443.69           04/3/2018 ACH675         Hach Company         \$ 443.60           04/3/2018 ACH675         Hach Company         \$ 443.60           04/3/2018 ACH675   | 03/08/2018 37303  | WOMACK SANITATION INC.                 | \$<br>750.00 |
| 03/30/2018 ACH504         CLEAVELAND/PRICE INC.         \$ 710.39           04/03/2018 37334         SOUT+WEST MOBILE MECHANIC         \$ 690.00           03/22/2018 37341         DOLPHIN TRANSPORTATION SPECIALISTS         \$ 682.59           04/03/2018 37341         MISC INDUSTRIAL SUPPLY CO.         \$ 676.71           04/16/2018 37378         UNIVERSITY OF FLORIDA TREEO         \$ 645.00           03/16/2018 ACH492         PRO-CHEM INC.         \$ 641.22           03/23/2018 ACH505         BENCHMARK ENVIROANALYTICAL INC         \$ 74.49           03/32/2018 ACH507         Digital Homes Corporation         \$ 574.80           03/32/2018 ACH507         Digital Homes Corporation         \$ 574.80           03/32/2018 ACH507         Digital Homes Corporation         \$ 505.54           03/32/2018 ACH513         Ryan Heroo Products Corp         \$ 505.54           03/32/2018 ACH513         JAN-PRO CLEANING SYSTEMS OF SW FLORIDA         \$ 495.00           03/32/2018 ACH437         Robert Half International         \$ 500.54           03/32/2018 ACH435         Hach Company         \$ 443.69           03/32/2018 ACH435         CINTAS FIRE 63652         \$ 450.00           03/32/2018 ACH435         CINTAS FIRE 63652         \$ 450.00           03/32/2018 ACH435         CINTAS FIRE 63652         \$ 451.  | 04/18/2018 37380  | WOMACK SANITATION INC.                 | \$           |
| 03/30/2018 ACH504         CLEAVELAND/PRICE INC.         \$ 710.39           04/03/2018 37334         SOUT+WEST MOBILE MECHANIC         \$ 690.00           03/22/2018 37341         DOLPHIN TRANSPORTATION SPECIALISTS         \$ 682.59           04/03/2018 37341         MISC INDUSTRIAL SUPPLY CO.         \$ 676.71           04/16/2018 37378         UNIVERSITY OF FLORIDA TREEO         \$ 645.00           03/16/2018 ACH492         PRO-CHEM INC.         \$ 641.22           03/23/2018 ACH505         BENCHMARK ENVIROANALYTICAL INC         \$ 74.49           03/32/2018 ACH507         Digital Homes Corporation         \$ 574.80           03/32/2018 ACH507         Digital Homes Corporation         \$ 574.80           03/32/2018 ACH507         Digital Homes Corporation         \$ 505.54           03/32/2018 ACH513         Ryan Heroo Products Corp         \$ 505.54           03/32/2018 ACH513         JAN-PRO CLEANING SYSTEMS OF SW FLORIDA         \$ 495.00           03/32/2018 ACH437         Robert Half International         \$ 500.54           03/32/2018 ACH435         Hach Company         \$ 443.69           03/32/2018 ACH435         CINTAS FIRE 63652         \$ 450.00           03/32/2018 ACH435         CINTAS FIRE 63652         \$ 450.00           03/32/2018 ACH435         CINTAS FIRE 63652         \$ 451.  | 04/03/2018 37337  | GRAYBAR                                | \$<br>724.32 |
| 04/03/2018 37338         INGMAN MARINE         \$ 697.28           03/23/2018 37341         DOLPHIM TRANSPORTATION SPECIALISTS         \$ 690.00           03/23/2018 37341         DOLPHIM TRANSPORTATION SPECIALISTS         \$ 682.59           04/03/2018 37378         UNIVERSITY OF FLORIDA TREEO         \$ 676.71           04/16/2018 37378         UNIVERSITY OF FLORIDA TREEO         \$ 644.20           03/16/2018 ACH436         PRO-CHEM INC.         \$ 641.22           03/23/2018 37304         ALL FLORIDA WATER-TAMPA         \$ 647.47           03/32/2018 ACH536         BENCHMARK ENVIROANALYTICAL INC         \$ 574.89           03/32/2018 ACH537         Digital Homes Corporation         \$ 565.67           03/32/2018 ACH537         NAMERON         \$ 505.67           03/32/2018 ACH537         NAMERON         \$ 505.67           03/32/2018 ACH547         Robert Half International         \$ 505.67           03/32/2018 ACH547         JAN-PRO CLEANING SYSTEMS OF SW FLORIDA         \$ 495.00           04/13/2018 ACH547         JAN-PRO CLEANING SYSTEMS OF SW FLORIDA         \$ 495.00           04/13/2018 ACH545         Hach Company         \$ 467.10           03/02/2018 ACH437         JAN-PRO CLEANING SYSTEMS OF SW FLORIDA         \$ 495.00           04/13/2018 ACH545         Hach Company         \$ 435  |                   | CLEAVELAND/PRICE INC.                  | \$           |
| 03/23/2018 373/4         SOUTHWEST MOBILE MECHANIC         \$ 690.00           03/23/2018 373/4         DOLPHIN TRANSPORTATION SPECIALISTS         \$ 682.59           04/03/2018 373/4         UNIVERSITY OF FLORIDA TREEO         \$ 676.71           04/16/2018 373/8         UNIVERSITY OF FLORIDA TREEO         \$ 641.02           03/23/2018 373/6         ALL FLORIDA WATER-TAMPA         \$ 634.74           04/13/2018 ACH535         BENCHMARK ENVIROANALYTICAL INC         \$ 754.80           03/23/2018 37305         AMAZON         \$ 657.13           04/13/2018 ACH535         RINGMAN MARINE         \$ 656.71           03/23/2018 37305         AMAZON         \$ 657.480           04/13/2018 ACH531         Ryan Heroo Products Corp         \$ 510.60           04/13/2018 ACH530         UPS         \$ 506.54           03/30/2018 ACH530         UPS         \$ 506.54           03/30/2018 ACH473         Hach Company         \$ 467.10           03/02/2018 ACH474         Robert Hail International         \$ 600.00           03/30/2018 ACH475         Hach Company         \$ 467.10           03/02/2018 ACH474         Hach Company         \$ 467.10           03/02/2018 ACH433         Hach Company         \$ 445.00           03/03/2018 ACH433         Hach Company         \$ 4   | 04/03/2018 37338  | INGMAN MARINE                          | \$           |
| 03/23/2018 37314         DOLPHIN TRANSPORTATION SPECIALISTS         \$ 682.59           04/03/2018 3734         UNIVERSITY OF FLORIDA TREEO         \$ 645.00           03/16/2018 ACH482         PRO-CHEM INC.         \$ 641.22           03/23/2018 37304         ALL FLORIDA WATER-TAMPA         \$ 641.22           03/23/2018 37304         ALL FLORIDA WATER-TAMPA         \$ 647.47           03/23/2018 ACH536         BENCHMARK ENVIROANALYTICAL INC         \$ 574.80           03/23/2018 ACH537         Ryan Heroo Products Corp         \$ 510.80           04/13/2018 ACH551         Ryan Heroo Products Corp         \$ 505.67           03/30/2018 ACH551         JON-PRO CLEANING SYSTEMS OF SW FLORIDA         \$ 950.00           04/13/2018 ACH579         JAN-PRO CLEANING SYSTEMS OF SW FLORIDA         \$ 950.00           04/13/2018 ACH579         JAN-PRO CLEANING SYSTEMS OF SW FLORIDA         \$ 965.00           04/13/2018 ACH579         JAN-PRO CLEANING SYSTEMS OF SW FLORIDA         \$ 965.00           04/13/2018 ACH525         S 440.00         \$ 967.10         \$ 967.10           03/02/2018 ACH530         CINTAS FIRE 636525         \$ 460.00           03/02/2018 ACH545         Hach Company         \$ 443.59           03/02/2018 ACH545         FIEH ENDERS OFFICE & ART SUPPLY         \$ 963.57.90           03/02/2018 A   | 03/23/2018 37324  | SOUTHWEST MOBILE MECHANIC              |              |
| 04/03/2018 37341         MSC INDUSTRIAL SUPPLY CO.         \$ 676.71           04/03/2018 37341         MSC INDUSTRIAL SUPPLY CO.         \$ 645.00           03/18/2018 ACH482         PRO-CHEM INC.         \$ 641.22           03/23/2018 ACH482         PRO-CHEM INC.         \$ 674.37           04/13/2018 ACH536         BENCHMARK ENVIROANALYTICAL INC         \$ 574.80           03/32/2018 ACH537         Digital Homes Corporation         \$ 567.13           04/13/2018 ACH537         Ryan Herco Products Corp         \$ 510.80           04/13/2018 ACH537         Ryan Herco Products Corp         \$ 505.67           03/30/2018 ACH537         Robert Heil International         \$ 505.67           03/30/2018 ACH518         JAN-PRO CLEANING SYSTEMS OF SW FLORIDA         \$ 495.00           04/13/2018 ACH545         Hach Company         \$ 467.10           04/03/2018 ACH545         Hach Company         \$ 467.10           03/30/2018 ACH545         Hach Company         \$ 467.10           03/30/2018 ACH545         Hach Company         \$ 467.10           03/30/2018 ACH545         Hach Company         \$ 443.60           03/30/2018 ACH545         Shawn Lewis (V)         \$ 443.60           03/30/2018 ACH545         Shawn Lewis (V)         \$ 443.60           03/30/2018 ACH545  | 03/23/2018 37314  |  | \$<br>682.59 |
| 04/18/2018         04/18/2018         645.00         \$         645.00           03/23/2018         37304         ALL FLORIDA WATER-TAMPA         \$         6341.22           03/23/2018         ACH538         BENCHMARK ENVIROANALYTICAL INC         \$         674.80           03/32/2018         ACH537         Digital Homes Corporation         \$         674.80           03/23/2018         ACH551         Ryan Herco Products Corp         \$         610.60           04/13/2018         ACH551         Ryan Herco Products Corp         \$         650.67           03/30/2018         ACH530         UPS         \$         505.54           03/30/2018         ACH540         UPS         \$         505.54           03/30/2018         ACH547         Robert Half International         \$         505.54           03/30/2018         ACH547         JAN-PRO CLEANING SYSTEMS OF SW FLORIDA         \$         495.00           04/13/2018         ACH545         Hach Company         \$         467.10           03/02/2018         ACH425         Shawn Lewis (V)         \$         443.69           03/02/2018         ACH425         Shawn Lewis (V)         \$         443.69           03/02/2018         ACH425         Shawn Le  | 04/03/2018 37341  | MSC INDUSTRIAL SUPPLY CO.              | \$           |
| 03/22/2018         ALL FLORIDA WATER-TAMPA         \$ 637.4           04/13/2018         ACH536         BENCHMARK ENVIROANALYTICAL INC         \$ 574.80           03/30/2018         ACH507         Digital Homes Corporation         \$ 574.80           03/22/2018         37305         AMAZON         \$ 567.13           04/13/2018         ACH551         Ryan Herco Products Corp         \$ 510.60           04/13/2018         ACH530         UPS         \$ 505.54           03/30/2018         ACH513         NANARON         \$ 505.54           03/316/2018         ACH518         NAN-PRO CLEANING SYSTEMS OF SW FLORIDA         \$ 495.00           04/12/2018         ACH579         JAN-PRO CLEANING SYSTEMS OF SW FLORIDA         \$ 495.00           04/12/2018         ACH525         Shawn Lewis (V)         \$ 451.90           04/13/2018         ACH525         Shawn Lewis (V)         \$ 443.69           03/02/2018         ACH433         Hach Company         \$ 435.79           03/02/2018         ACH435         FIE-FT.MYERS WATERWORKS #127         \$ 444.80           04/13/2018         ACH435         FIE-FT.MYERS WATERWORKS #127         \$ 416.41           04/13/2018         ACH435         FIE-FT.MYERS WATERWORKS #127         \$ 416.41           04/  | 04/18/2018 37378  | UNIVERSITY OF FLORIDA TREEO            | \$           |
| 03/22/2018         ALL FLORIDA WATER-TAMPA         \$ 637.4           04/13/2018         ACH536         BENCHMARK ENVIROANALYTICAL INC         \$ 574.80           03/30/2018         ACH507         Digital Homes Corporation         \$ 574.80           03/22/2018         37305         AMAZON         \$ 567.13           04/13/2018         ACH551         Ryan Herco Products Corp         \$ 510.60           04/13/2018         ACH530         UPS         \$ 505.54           03/30/2018         ACH513         NANARON         \$ 505.54           03/316/2018         ACH518         NAN-PRO CLEANING SYSTEMS OF SW FLORIDA         \$ 495.00           04/12/2018         ACH579         JAN-PRO CLEANING SYSTEMS OF SW FLORIDA         \$ 495.00           04/12/2018         ACH525         Shawn Lewis (V)         \$ 451.90           04/13/2018         ACH525         Shawn Lewis (V)         \$ 443.69           03/02/2018         ACH433         Hach Company         \$ 435.79           03/02/2018         ACH435         FIE-FT.MYERS WATERWORKS #127         \$ 444.80           04/13/2018         ACH435         FIE-FT.MYERS WATERWORKS #127         \$ 416.41           04/13/2018         ACH435         FIE-FT.MYERS WATERWORKS #127         \$ 416.41           04/  | 03/16/2018 ACH482 | PRO-CHEM INC.                          | \$<br>641.22 |
| 03/30/2018 ACH507         Digital Homes Corporation         \$ 574.80           03/23/2018 37305         AMAZON         \$ 567.13           04/13/2018 ACH551         Ryan Herco Products Corp         \$ 506.57           03/30/2018 ACH550         UPS         \$ 506.54           03/30/2018 ACH487         Robert Half International         \$ 500.54           03/30/2018 ACH579         JAN-PRO CLEANING SYSTEMS OF SW FLORIDA         \$ 495.00           04/13/2018 ACH579         JAN-PRO CLEANING SYSTEMS OF SW FLORIDA         \$ 467.10           03/02/2018 ACH440         KEETON'S OFFICE & ART SUPPLY         \$ 467.10           03/02/2018 ACH440         KEETON'S OFFICE & ART SUPPLY         \$ 443.69           03/30/2018 ACH433         Hach Company         \$ 443.69           03/02/2018 ACH434         Swapelok Central & South Florida         \$ 335.70           04/13/2018 ACH543  | 03/23/2018 37304  | ALL FLORIDA WATER-TAMPA                | \$<br>634.74 |
| 03/30/2018 ACH507         Digital Homes Corporation         \$ 574.80           03/23/2018 37305         AMAZON         \$ 567.13           04/13/2018 ACH51         Ryan Herco Products Corp         \$ 510.60           04/18/2018 37365         INGMAN MARINE         \$ 505.54           03/30/2018 ACH437         Robert Half International         \$ 500.54           03/30/2018 ACH518         JAN-PRO CLEANING SYSTEMS OF SW FLORIDA         \$ 495.00           04/13/2018 ACH5479         JAN-PRO CLEANING SYSTEMS OF SW FLORIDA         \$ 495.00           04/13/2018 ACH545         Hach Company         \$ 467.10           03/30/2018 ACH440         KEETON'S OFFICE & ART SUPPLY         \$ 445.90           04/13/2018 ACH555         Shawn Lewis (V)         \$ 443.69           03/30/2018 ACH443         Hach Company         \$ 443.69           03/30/2018 ACH443         Swagelok Central & South Florida         \$ 435.79           03/30/2018 ACH433         Hach Company         \$ 443.69           03/30/2018 ACH433         Hach Company         \$ 443.69           04/13/2018 ACH543         FEI-FT MYERS WATERWORKS #127         \$ 416.43           04/13/2018 ACH543         FEI-TMYERS WATERWORKS #127         \$ 416.43           04/13/2018 ACH545         BENOHMARK ENVIROANALYTICAL INC         \$ 413.37  | 04/13/2018 ACH536 | BENCHMARK ENVIROANALYTICAL INC         | \$<br>574.97 |
| 03/23/2018         ACMASON         \$ 567.13           04/13/2018         ACM551         Ryan Herco Products Corp         \$ 510.60           03/30/2018         ACM551         Ryan Herco Products Corp         \$ 505.67           03/30/2018         ACM547         Robert Half International         \$ 500.00           03/30/2018         ACM487         Robert Half International         \$ 500.00           03/30/2018         ACM477         Robert Half International         \$ 495.00           04/13/2018         ACM457         JAN-PRO CLEANING SYSTEMS OF SW FLORIDA         \$ 495.00           04/13/2018         ACM453         Hach Company         \$ 467.10           03/02/2018         ACM433         Hach Company         \$ 443.69           03/03/2018         ACM433         Hach Company         \$ 443.69           03/03/2018         ACM433         Hach Company         \$ 443.69           03/03/2018         ACM448         Swagelok Central & South Florida         \$ 435.79           03/02/2018         ACM448         Swagelok Central & South Florida         \$ 435.79           03/03/2018         ACM543         Herk Company         \$ 422.80           04/13/2018         ACM543         KEETON'S OFFICE & ART SUPPLY         \$ 410.67           04  | 03/30/2018 ACH507 | Digital Homes Corporation              | \$           |
| 04/13/2018         ACH551         Ryan Heroo Products Corp         \$ 510.60           04/18/2018         37365         INGMAN MARINE         \$ 505.67           03/30/2018         ACH530         UPS         \$ 500.00           03/30/2018         ACH530         UPS         \$ 500.00           03/30/2018         ACH518         JAN-PRO CLEANING SYSTEMS OF SW FLORIDA         \$ 495.00           04/13/2018         ACH575         JAN-PRO CLEANING SYSTEMS OF SW FLORIDA         \$ 495.00           04/13/2018         ACH554         Hach Company         \$ 467.10           03/02/2018         ACH440         KEETONS OFFICE & ART SUPPLY         \$ 443.89           03/02/2018         ACH525         Shawn Lewis (V)         \$ 443.69           03/02/2018         ACH575         Hach Company         \$ 435.79           03/02/2018         ACH543         FEI-FT.MYERS WATERWORKS #127         \$ 416.48           04/13/2018         ACH543         FEI-FT.MYERS WATERWORKS #127         \$ 416.49     <  | 03/23/2018 37305  | AMAZON                                 | \$<br>567.13 |
| 04/18/2018         37365         INGMAN MARINE         \$505.54           03/30/2018         ACH487         Robert Half International         \$505.54           03/30/2018         ACH487         Robert Half International         \$505.54           03/30/2018         ACH518         JAN-PRO CLEANING SYSTEMS OF SW FLORIDA         \$495.00           04/13/2018         ACH579         JAN-PRO CLEANING SYSTEMS OF SW FLORIDA         \$495.00           04/13/2018         ACH545         Hach Company         \$467.10           03/02/2018         ACH440         KEETON'S OFFICE & ART SUPPLY         \$451.90           04/13/2018         ACH539         CIINTAS FIRE 636525         \$443.69           03/02/2018         ACH448         Swagelok Central & South Florida         \$435.79           03/02/2018         ACH448         Swagelok Central & South Florida         \$431.00           04/13/2018         ACH543         FEI-FT.MYERS WATERWORKS #127         \$416.43           04/13/2018         ACH543         KEETON'S OFFICE & ART SUPPLY         \$381.22           03/08/2018         37289         GRAY MATTER SYSTEMS INC.         \$375.00           04/18/2018         37366         KINGSWAY ACE HARDWARE         \$389.31           03/08/2018         37289         GRAY MATTER SYST   | 04/13/2018 ACH551 | Ryan Herco Products Corp               | \$<br>510.60 |
| 03/02/018         ACH530         UPS         \$ 505.54           03/16/2018         ACH487         Robert Half International         \$ 500.00           03/30/2018         ACH518         JAN-PRO CLEANING SYSTEMS OF SW FLORIDA         \$ 495.00           04/27/2018         ACH545         Hach Company         \$ 457.10           03/02/2018         ACH440         KEETON'S OFFICE & ART SUPPLY         \$ 451.90           03/02/2018         ACH433         Hach Company         \$ 435.79           03/02/2018         ACH433         Hach Company         \$ 435.79           03/02/2018         ACH433         Hach Company         \$ 435.79           03/02/2018         ACH448         Swagelok Central & South Florida         \$ 431.00           04/13/2018         ACH555         Hach Company         \$ 424.80           04/13/2018         ACH543         FEI-FT.MYERS WATERWORKS #127         \$ 416.48           04/13/2018         ACH5452         BENCHMARK ENVIROANALYTICAL INC         \$ 410.07           03/02/2018         ACH454         KEETONS OFFICE & ART SUPPLY         \$ 318.122           03/03/2018         ACH552         BENCHMARK ENVIROANALYTICAL INC         \$ 375.00           04/18/2018         37364         HOME DEPOT         \$ 336.93   | 04/18/2018 37365  |  | \$           |
| 03/16/2018         ACH487         Robert Half International         \$ 500.00           03/30/2018         ACH579         JAN-PRO CLEANING SYSTEMS OF SW FLORIDA         \$ 495.00           04/13/2018         ACH579         JAN-PRO CLEANING SYSTEMS OF SW FLORIDA         \$ 495.00           04/13/2018         ACH545         Hach Company         \$ 467.10           03/30/2018         ACH440         KEETON'S OFFICE & ART SUPPLY         \$ 455.90           04/13/2018         ACH525         Shawn Lewis (V)         \$ 443.69           03/30/2018         ACH448         Swagelok Central & South Florida         \$ 435.79           03/02/2018         ACH448         Swagelok Central & South Florida         \$ 431.00           04/13/2018         ACH543         FEI-FT.IMYERS WATERWORKS #127         \$ 416.48           04/13/2018         ACH543         FEI-FT.IMYERS WATERWORKS #127         \$ 416.37           04/27/2018         ACH543         FEI-FT.IMYERS WATERWORKS #127         \$ 416.38           04/13/2018         ACH543         FEI-FT.IMYERS WATERWORKS #127         \$ 416.38           04/13/2018         ACH543         FEI-FT.IMYERS WATERWORKS #127         \$ 413.37           04/27/2018         ACH5454         FEI-FT.IMYERS WATERWORKS #127         \$ 416.38           04/18/2018   |                   |  |              |
| 03/30/2018         ACH518         JAN-PRO CLEANING SYSTEMS OF SW FLORIDA         \$         495.00           04/27/2018         ACH545         Hach Company         \$         467.10           03/02/2018         ACH545         Hach Company         \$         467.10           03/02/2018         ACH545         Hach Company         \$         450.00           03/30/2018         ACH525         Shawn Lewis (V)         \$         443.69           03/02/2018         ACH543         Hach Company         \$         443.69           03/02/2018         ACH575         Hach Company         \$         443.69           03/02/2018         ACH575         Hach Company         \$         424.80           04/13/2018         ACH543         FEI-FT.MYERS WATERWORKS #127         \$         416.38           04/13/2018         ACH549         KEETONS OFFICE & ART SUPPLY         \$         318.22           03/02/2018         ACH549         KEETONS OFFICE & ART SUPPLY         \$         316.20           03/02/2018         ACH549         KEETONS OFFICE & ART SUPPLY         \$         318.22           03/08/2018         ACH549         KEETONS OFFICE & ART SUPPLY         \$         318.22           03/08/2018         37280  |                   |  | \$           |
| 04/27/2018         ACH579         JAN-PRO CLEANING SYSTEMS OF SW FLORIDA         \$             495.00         04/13/2018         ACH545         Hach Company         \$             467.10         \$             467.10         \$             467.10         \$             467.10         \$             467.10         \$             467.10         \$             467.10         \$             467.10         \$             467.10         \$             443.69         \$             4424.80         \$             443.69         \$ | 03/30/2018 ACH518 | JAN-PRO CLEANING SYSTEMS OF SW FLORIDA | \$           |
| 04/13/2018 ACH545         Hach Company         \$ 467.10           03/02/2018 ACH540         KEETON'S OFFICE & ART SUPPLY         \$ 451.90           04/13/2018 ACH539         CINTAS FIRE 636525         \$ 445.69           03/02/2018 ACH525         Shawn Lewis (V)         \$ 445.69           03/02/2018 ACH433         Hach Company         \$ 445.69           03/02/2018 ACH435         Wagelok Central & South Florida         \$ 435.79           03/02/2018 ACH575         Hach Company         \$ 442.80           04/13/2018 ACH543         FEI-FT.MYERS WATERWORKS #127         \$ 416.48           04/13/2018 ACH543         FEI-FT.MYERS WATERWORKS #127         \$ 416.48           04/13/2018 ACH543         FEI-FT.MYERS WATERWORKS #127         \$ 416.48           04/13/2018 ACH549         KEETON'S OFFICE & ART SUPPLY         \$ 413.37           04/27/2018 ACH562         BENCHMARK ENVIROANALYTICAL INC         \$ 316.00           03/08/2018 37289         GRAY MATTER SYSTEMS INC.         \$ 375.00           04/18/2018 37366         KINGSWAY ACE HARDWARE         \$ 336.33           03/08/2018 37290         HERALD TRIBUNE         \$ 336.33           03/08/2018 37300         THE SUN         \$ 338.03           03/08/2018 37300         THE SUN         \$ 313.00           04/13/2018 ACH554 </td <td>04/27/2018 ACH579</td> <td>JAN-PRO CLEANING SYSTEMS OF SW FLORIDA</td> <td>\$</td>  | 04/27/2018 ACH579 | JAN-PRO CLEANING SYSTEMS OF SW FLORIDA | \$           |
| 03/02/2018 ACH440         KEETON'S OFFICE & ART SUPPLY         \$         451.90           04/13/2018 ACH539         CINTAS FIRE 636525         \$         450.00           03/02/2018 ACH433         Hach Company         \$         435.79           03/02/2018 ACH433         Hach Company         \$         425.79           03/02/2018 ACH448         Swagelok Central & South Florida         \$         424.80           04/13/2018 ACH543         FEI-FT.MYERS WATERWORKS #127         \$         416.48           04/13/2018 ACH543         FEI-FT.MYERS WATERWORKS #127         \$         416.48           04/13/2018 ACH549         KEETON'S OFFICE & ART SUPPLY         \$         413.37           04/27/2018 ACH562         BENCHMARK ENVIROANALYTICAL INC         \$         410.07           03/02/2018 37269         GRAY MATTER SYSTEMS INC.         \$         366.31           03/08/2018 37290         HERALD TRIBUNE         \$         366.31           03/08/2018 37290         HERALD TRIBUNE         \$         368.03           04/18/2018 37364         HOME DEPOT         \$         338.03           04/18/2018 37306         BATTERIES PLUS BULBS #451         \$         313.00           04/18/2018 37356         KINGSWAY ACE HARDWARE         \$         308.03  |                   |  | \$           |
| 03/30/2018 ACH525         Shawn Lewis (V)         \$ 443.69           03/02/2018 ACH433         Hach Company         \$ 435.79           03/02/2018 ACH438         Swagelok Central & South Florida         \$ 424.80           04/13/2018 ACH575         Hach Company         \$ 424.80           04/13/2018 ACH543         FEI-FT.MYERS WATERWORKS #127         \$ 416.48           04/13/2018 ACH543         FEI-FT.MYERS WATERWORKS #127         \$ 416.37           04/27/2018 ACH549         KEETON'S OFFICE & ART SUPPLY         \$ 413.37           04/27/2018 ACH549         KEETON'S OFFICE & ART SUPPLY         \$ 381.22           03/08/2018 37289         GRAY MATTER SYSTEMS INC.         \$ 375.00           04/18/2018 37366         KINGSWAY ACE HARDWARE         \$ 364.66           04/18/2018 37364         HOME DEPOT         \$ 338.39           03/08/2018 37293         KINGSWAY ACE HARDWARE         \$ 338.09           03/08/2018 37300         THE SUN         \$ 313.00           04/18/2018 37364         HOME DEPOT         \$ 338.39           03/08/2018 37300         THE SUN         \$ 314.65           03/08/2018 3730         THE SUN         \$ 313.00           04/13/2018 ACH554         TOTALFUNDS BY HASLER         \$ 300.00           04/13/2018 ACH554         DTALFUNDS BY HASLER </td <td>03/02/2018 ACH440</td> <td>KEETON'S OFFICE &amp; ART SUPPLY</td> <td>\$<br/>451.90</td>  | 03/02/2018 ACH440 | KEETON'S OFFICE & ART SUPPLY           | \$<br>451.90 |
| 03/30/2018 ACH525         Shawn Lewis (V)         \$ 443.69           03/02/2018 ACH433         Hach Company         \$ 435.79           03/02/2018 ACH438         Swagelok Central & South Florida         \$ 424.80           04/13/2018 ACH575         Hach Company         \$ 424.80           04/13/2018 ACH543         FEI-FT.MYERS WATERWORKS #127         \$ 416.48           04/13/2018 ACH543         FEI-FT.MYERS WATERWORKS #127         \$ 416.37           04/27/2018 ACH549         KEETON'S OFFICE & ART SUPPLY         \$ 413.37           04/27/2018 ACH549         KEETON'S OFFICE & ART SUPPLY         \$ 381.22           03/08/2018 37289         GRAY MATTER SYSTEMS INC.         \$ 375.00           04/18/2018 37366         KINGSWAY ACE HARDWARE         \$ 364.66           04/18/2018 37364         HOME DEPOT         \$ 338.39           03/08/2018 37293         KINGSWAY ACE HARDWARE         \$ 338.09           03/08/2018 37300         THE SUN         \$ 313.00           04/18/2018 37364         HOME DEPOT         \$ 338.39           03/08/2018 37300         THE SUN         \$ 314.65           03/08/2018 3730         THE SUN         \$ 313.00           04/13/2018 ACH554         TOTALFUNDS BY HASLER         \$ 300.00           04/13/2018 ACH554         DTALFUNDS BY HASLER </td <td>04/13/2018 ACH539</td> <td></td> <td>\$<br/>450.00</td>  | 04/13/2018 ACH539 |  | \$<br>450.00 |
| 03/02/2018         ACH448         Swagelok Central & South Florida         \$ 431.00           04/27/2018         ACH575         Hach Company         \$ 424.80           04/13/2018         ACH543         FEI-FI.MYERS         WATERWORKS #127         \$ 416.48           04/13/2018         ACH543         FEI-FI.MYERS         WATERWORKS #127         \$ 413.37           04/27/2018         ACH549         KEETON'S OFFICE & ART SUPPLY         \$ 413.37           04/27/2018         ACH562         BENCHMARK ENVIROANALYTICAL INC         \$ 410.07           03/08/2018         37289         GRAY MATTER SYSTEMS INC.         \$ 375.00           04/18/2018         37366         KINGSWAY ACE HARDWARE         \$ 369.31           03/08/2018         37290         HERALD TRIBUNE         \$ 364.66           04/18/2018         37379         VOLUNTARY EXTRA DUTY ACCOUNT         \$ 315.00           03/23/2018         37306         BATTERIES PLUS BULBS #451         \$ 314.65           03/08/2018         37328         ALLIANCE FIRE & SAFETY         \$ 306.00           04/13/2018         ACH554         TOTALFUNDS BY HASLER         \$ 300.00           04/03/2018         37331         DMAFINANCIAL MGMT SERVICES         \$ 284.15           03/08/2018         37285         <   | 03/30/2018 ACH525 | Shawn Lewis (V)                        | \$<br>443.69 |
| 04/27/2018         ACH575         Hach Company         \$         424.80           04/13/2018         ACH543         FEI-FT.MYERS WATERWORKS #127         \$         416.48           04/13/2018         ACH549         KEETON'S OFFICE & ART SUPPLY         \$         413.37           04/27/2018         ACH519         KEETON'S OFFICE & ART SUPPLY         \$         381.22           03/08/2018         37289         GRAY MATTER SYSTEMS INC.         \$         396.31           03/08/2018         37290         HERALD TRIBUNE         \$         366.66           04/18/2018         37366         KINGSWAY ACE HARDWARE         \$         386.93           03/08/2018         37290         HERALD TRIBUNE         \$         364.66           04/18/2018         3736         KINGSWAY ACE HARDWARE         \$         388.03           03/08/2018         37390         VOLUNTARY EXTRA DUTY ACCOUNT         \$         315.00           04/18/2018         37306         BATTERIES PLUS BULBS #451         \$         314.65           03/08/2018         37300         THE SUN         \$         300.00           04/03/2018         37331         DMS-FINANCIAL MGMT SERVICES         \$         289.61           03/23/2018         37313  | 03/02/2018 ACH433 | Hach Company                           | 435.79       |
| 04/27/2018         ACH575         Hack Company         \$         424.80           04/13/2018         ACH543         FEI-FT.MYERS WATERWORKS #127         \$         416.48           04/13/2018         ACH543         KEETON'S OFFICE & ART SUPPLY         \$         413.37           04/27/2018         ACH562         BENCHMARK ENVIROANALYTICAL INC         \$         410.07           03/30/2018         ACH519         KEETON'S OFFICE & ART SUPPLY         \$         381.22           03/30/2018         37289         GRAY MATTER SYSTEMS INC.         \$         369.31           03/08/2018         37290         HERALD TRIBUNE         \$         364.66           04/18/2018         37364         HOME DEPOT         \$         338.39           03/08/2018         37293         KINGSWAY ACE HARDWARE         \$         336.30           04/18/2018         37379         VOLUNTARY EXTRA DUTY ACCOUNT         \$         315.00           03/08/2018         37300         THE SUN         \$         314.65           03/08/2018         37328         ALLIANCE FIRE & SAFETY         \$         306.00           04/13/2018         37351         MAILFINANCE         \$         299.61           03/23/2018         37313         D  | 03/02/2018 ACH448 | Swagelok Central & South Florida       | \$<br>431.00 |
| 04/13/2018         ACH543         FEI-FT.MYERS WATERWORKS #127         \$         416.48           04/13/2018         ACH549         KEETON'S OFFICE & ART SUPPLY         \$         413.37           04/27/2018         ACH562         BENCHMARK ENVIROANALYTICAL INC         \$         410.07           03/30/2018         ACH519         KEETON'S OFFICE & ART SUPPLY         \$         381.22           03/08/2018         37289         GRAY MATTER SYSTEMS INC.         \$         375.00           04/18/2018         37366         KINGSWAY ACE HARDWARE         \$         364.66           04/18/2018         37290         HERALD TRIBUNE         \$         384.39           03/08/2018         37293         KINGSWAY ACE HARDWARE         \$         338.03           04/18/2018         37379         VOLUNTARY EXTRA DUTY ACCOUNT         \$         313.00           03/08/2018         37300         THE SUN         \$         313.00           04/03/2018         3731         DMS-FINANCE MARK         \$         300.00           04/03/2018         3733         DMS-FINANCIAL MGMT SERVICES         \$         299.61           03/23/2018         37313         DMS-FINANCIAL MGMT SERVICES         \$         289.25           04/13/2018   | 04/27/2018 ACH575 | Hach Company                           | \$<br>424.80 |
| 04/27/2018         ACH562         BENCHMARK ENVIROANALYTICAL INC         \$             410.07         03/30/2018         ACH519         KEETON'S OFFICE & ART SUPPLY         \$             381.22         03/08/2018         37289         GRAY MATTER SYSTEMS INC.         \$             375.00         04/18/2018         37289         GRAY MATTER SYSTEMS INC.         \$             369.31         03/08/2018         37290         HERALD TRIBUNE         \$             364.66         04/18/2018         37364         HOME DEPOT         \$             338.39         03/08/2018         37379         VOLUNTARY EXTRA DUTY ACCOUNT         \$             315.00         03/23/2018         37306         BATTERIES PLUS BULBS #451         \$             314.65         03/08/2018         37300         THE SUN         \$             313.00         04/03/2018         37354         ALLIANCE FIRE & SAFETY         \$             308.00         04/03/2018         37351         MAILFINANCE         \$             299.61         03/23/2018         37313         DMS-FINANCIAL MGMT SERVICES         \$             299.61         03/23/2018         37356         DMS-FINANCIAL MGMT SERVICES         \$             283.93         03/30/2018         ACH537         BLUSITE SOLUTIONS OF SOUTHWEST FLORIDA         \$             269.25         03/23/2018         37356         BUSITE SOLUTIONS OF SOUTHWEST FLORIDA         \$             269.25         03/23/2018         ACH537         BLUSITE SOL  | 04/13/2018 ACH543 | FEI-FT.MYERS WATERWORKS #127           | \$<br>416.48 |
| 03/30/2018         ACH519         KEETON'S OFFICE & ART SUPPLY         \$         381.22           03/08/2018         37289         GRAY MATTER SYSTEMS INC.         \$         375.00           04/18/2018         37366         KINGSWAY ACE HARDWARE         \$         366.31           03/08/2018         37290         HERALD TRIBUNE         \$         388.39           03/08/2018         37364         HOME DEPOT         \$         338.39           03/08/2018         3739         VOLUNTARY EXTRA DUTY ACCOUNT         \$         315.00           03/23/2018         37306         BATTERIES PLUS BULBS #451         \$         314.65           03/08/2018         37328         ALLIANCE FIRE & SAFETY         \$         308.00           04/13/2018         37328         ALLIANCE FIRE & SAFETY         \$         308.00           04/03/2018         37313         DMS-FINANCIAL MGMT SERVICES         \$         299.61           03/23/2018         37313         DMS-FINANCIAL MGMT SERVICES         \$         283.93           03/30/2018         ACH537         BLUSITE SOLUTIONS OF SOUTHWEST FLORIDA         \$         269.25           04/13/2018         ACH537         BLUSITE SOLUTIONS OF SOUTHWEST FLORIDA         \$         268.99   | 04/13/2018 ACH549 | KEETON'S OFFICE & ART SUPPLY           | 413.37       |
| 03/08/2018         37289         GRAY MATTER SYSTEMS INC.         \$ 375.00           04/18/2018         37366         KINGSWAY ACE HARDWARE         \$ 369.31           03/08/2018         37290         HERALD TRIBUNE         \$ 364.66           04/18/2018         37364         HOME DEPOT         \$ 338.39           03/08/2018         37293         KINGSWAY ACE HARDWARE         \$ 338.03           04/18/2018         37379         VOLUNTARY EXTRA DUTY ACCOUNT         \$ 315.00           03/23/2018         37300         THE SUN         \$ 313.00           04/18/2018         37300         THE SUN         \$ 313.00           04/03/2018         37328         ALLIANCE FIRE & SAFETY         \$ 308.00           04/13/2018         ACH554         TOTALFUNDS BY HASLER         \$ 300.00           04/03/2018         37313         DMS-FINANCIAL MGMT SERVICES         \$ 289.61           03/02/2018         37351         MAILFINANCE         \$ 289.52           04/13/2018         ACH554         TOTALFUNDS OF SOUTHWEST FLORIDA         \$ 269.25           03/02/2018         37285         DMS-FINANCIAL MGMT SERVICES         \$ 284.15           03/02/2018         ACH537         BLUSITE SOLUTIONS OF SOUTHWEST FLORIDA         \$ 269.25           04   | 04/27/2018 ACH562 | BENCHMARK ENVIROANALYTICAL INC         | 410.07       |
| 04/18/2018         37366         KINGSWAY ACE HARDWARE         \$         369.31           03/08/2018         37290         HERALD TRIBUNE         \$         364.66           04/18/2018         37290         HERALD TRIBUNE         \$         338.39           03/08/2018         37293         KINGSWAY ACE HARDWARE         \$         338.03           04/18/2018         37390         VOLUNTARY EXTRA DUTY ACCOUNT         \$         315.00           03/23/2018         37300         THE SUN         \$         313.00           04/03/2018         37300         THE SUN         \$         308.00           04/13/2018         ACH554         TOTALFUNDS BY HASLER         \$         300.00           04/03/2018         37351         MAILFINANCE         \$         299.61           03/23/2018         37313         DMS-FINANCIAL MGMT SERVICES         \$         284.15           03/08/2018         37285         DMS-FINANCIAL MGMT SERVICES         \$         283.93           03/30/2018         ACH500         BLUSITE SOLUTIONS OF SOUTHWEST FLORIDA         \$         269.25           04/13/2018         ACH529         TRULY NOLEN BRANCH 079         \$         268.99           04/14/2018         37359         CINTAS <td>03/30/2018 ACH519</td> <td>KEETON'S OFFICE &amp; ART SUPPLY</td> <td>381.22</td>  | 03/30/2018 ACH519 | KEETON'S OFFICE & ART SUPPLY           | 381.22       |
| 03/08/2018         37290         HERALD TRIBUNE         \$         364.66           04/18/2018         37364         HOME DEPOT         \$         338.39           03/08/2018         37293         KINGSWAY ACE HARDWARE         \$         338.03           04/18/2018         37379         VOLUNTARY EXTRA DUTY ACCOUNT         \$         315.00           03/23/2018         37306         BATTERIES PLUS BULBS #451         \$         314.65           03/08/2018         37300         THE SUN         \$         313.00           04/03/2018         37328         ALLIANCE FIRE & SAFETY         \$         308.00           04/13/2018         ACH554         TOTALFUNDS BY HASLER         \$         300.00           04/03/2018         37313         DMS-FINANCIAL MGMT SERVICES         \$         284.15           03/08/2018         37285         DMS-FINANCIAL MGMT SERVICES         \$         283.93           03/30/2018         ACH500         BLUSITE SOLUTIONS OF SOUTHWEST FLORIDA         \$         269.25           04/13/2018         ACH537         BLUSITE SOLUTIONS OF SOUTHWEST FLORIDA         \$         268.99           04/18/2018         37356         Bulfalo Graffix         \$         268.09           04/18/2018         <   | 03/08/2018 37289  | GRAY MATTER SYSTEMS INC.               | 375.00       |
| 04/18/2018 37364         HOME DEPOT         \$ 338.39           03/08/2018 37293         KINGSWAY ACE HARDWARE         \$ 338.03           04/18/2018 37379         VOLUNTARY EXTRA DUTY ACCOUNT         \$ 315.00           03/23/2018 37306         BATTERIES PLUS BULBS #451         \$ 314.65           03/08/2018 37300         THE SUN         \$ 313.00           04/18/2018 37300         THE SUN         \$ 313.00           04/03/2018 37328         ALLIANCE FIRE & SAFETY         \$ 308.00           04/13/2018 ACH554         TOTALFUNDS BY HASLER         \$ 300.00           04/03/2018 37351         MAILFINANCE         \$ 299.61           03/23/2018 37313         DMS-FINANCIAL MGMT SERVICES         \$ 284.15           03/08/2018 37285         DMS-FINANCIAL MGMT SERVICES         \$ 283.93           03/30/2018 ACH500         BLUSITE SOLUTIONS OF SOUTHWEST FLORIDA         \$ 269.25           04/13/2018 ACH537         BLUSITE SOLUTIONS OF SOUTHWEST FLORIDA         \$ 268.99           04/18/2018 37356         Buffalo Graffix         \$ 262.50           04/18/2018 37359         CINTAS         \$ 268.00           04/18/2018 37359         CINTAS         \$ 268.00           04/18/2018 37359         CINTAS         \$ 258.77           03/08/2018 3739         JAN-PRO OF MANASOTA  | 04/18/2018 37366  | KINGSWAY ACE HARDWARE                  | \$<br>369.31 |
| 03/08/2018         37293         KINGSWAY ACE HARDWARE         \$         338.03           04/18/2018         37379         VOLUNTARY EXTRA DUTY ACCOUNT         \$         315.00           03/23/2018         37306         BATTERIES PLUS BULBS #451         \$         314.65           03/08/2018         37300         THE SUN         \$         313.00           04/03/2018         37328         ALLIANCE FIRE & SAFETY         \$         308.00           04/13/2018         ACH554         TOTALFUNDS BY HASLER         \$         300.00           04/03/2018         37313         DMS-FINANCIAL MGMT SERVICES         \$         284.15           03/08/2018         37285         DMS-FINANCIAL MGMT SERVICES         \$         283.93           03/30/2018         ACH500         BLUSITE SOLUTIONS OF SOUTHWEST FLORIDA         \$         269.25           04/13/2018         ACH537         BLUSITE SOLUTIONS OF SOUTHWEST FLORIDA         \$         268.99           04/18/2018         37356         Buffalo Graffix         \$         268.50           04/18/2018         ACH529         TRULY NOLEN BRANCH 079         \$         258.75           03/30/2018         ACH529         TRULY NOLEN BRANCH 079         \$         258.77           03/  | 03/08/2018 37290  | HERALD TRIBUNE                         | \$<br>364.66 |
| 04/18/2018         37379         VOLUNTARY EXTRA DUTY ACCOUNT         \$ 315.00           03/23/2018         37306         BATTERIES PLUS BULBS #451         \$ 314.65           03/08/2018         37300         THE SUN         \$ 313.00           04/03/2018         37328         ALLIANCE FIRE & SAFETY         \$ 308.00           04/13/2018         ATS28         ALLIANCE FIRE & SAFETY         \$ 309.00           04/13/2018         ACH554         TOTALFUNDS BY HASLER         \$ 300.00           04/03/2018         37311         MAILFINANCE         \$ 299.61           03/23/2018         37313         DMS-FINANCIAL MGMT SERVICES         \$ 283.93           03/30/2018         ACH500         BLUSITE SOLUTIONS OF SOUTHWEST FLORIDA         \$ 269.25           04/13/2018         ACH537         BLUSITE SOLUTIONS OF SOUTHWEST FLORIDA         \$ 268.99           04/18/2018         37356         Buffalo Graffix         \$ 268.00           04/18/2018         37359         CINTAS         \$ 258.75           03/30/2018         ACH529         TRULY NOLEN BRANCH 079         \$ 258.00           04/18/2018         37359         CINTAS         \$ 257.77           03/08/2018         37292         JAN-PRO OF MANASOTA         \$ 249.00           04/   | 04/18/2018 37364  | HOME DEPOT                             | 338.39       |
| 03/23/2018         37306         BATTERIES PLUS BULBS #451         \$         314.65           03/08/2018         37300         THE SUN         \$         313.00           04/03/2018         37328         ALLIANCE FIRE & SAFETY         \$         308.00           04/13/2018         ACH554         TOTALFUNDS BY HASLER         \$         300.00           04/03/2018         37351         MAILFINANCE         \$         299.61           03/23/2018         37313         DMS-FINANCIAL MGMT SERVICES         \$         284.15           03/08/2018         37285         DMS-FINANCIAL MGMT SERVICES         \$         283.93           03/30/2018         ACH500         BLUSITE SOLUTIONS OF SOUTHWEST FLORIDA         \$         269.25           04/13/2018         ACH537         BLUSITE SOLUTIONS OF SOUTHWEST FLORIDA         \$         269.25           03/23/2018         37309         CINTAS         \$         268.99           04/18/2018         37356         Buffalo Graffix         \$         262.50           04/13/2018         ACH529         TRULY NOLEN BRANCH 079         \$         258.00           04/18/2018         37359         CINTAS         \$         257.77           03/08/2018         3739         JA  | 03/08/2018 37293  | KINGSWAY ACE HARDWARE                  | \$<br>338.03 |
| 03/08/2018 37300         THE SUN         \$ 313.00           04/03/2018 37328         ALLIANCE FIRE & SAFETY         \$ 308.00           04/13/2018 ACH554         TOTALFUNDS BY HASLER         \$ 300.00           04/03/2018 37351         MAILFINANCE         \$ 299.61           03/23/2018 37313         DMS-FINANCIAL MGMT SERVICES         \$ 284.15           03/08/2018 37285         DMS-FINANCIAL MGMT SERVICES         \$ 283.93           03/30/2018 ACH500         BLUSITE SOLUTIONS OF SOUTHWEST FLORIDA         \$ 269.25           04/13/2018 ACH537         BLUSITE SOLUTIONS OF SOUTHWEST FLORIDA         \$ 269.25           03/23/2018 37309         CINTAS         268.99           04/18/2018 37356         Buffalo Graffix         \$ 262.50           04/13/2018 ACH548         JOHNSON ENGINEERING, INC.         \$ 258.75           03/30/2018 ACH548         JOHNSON ENGINEERING, INC.         \$ 258.77           03/30/2018 ACH548         JOHNSON ACH 079         \$ 258.00           04/18/2018 37359         CINTAS         \$ 257.77           03/08/2018 3739         JAN-PRO OF MANASOTA         \$ 249.00           04/03/2018 ACH513         FLUID CONTROL SPECIALTIES, INC.         \$ 249.00           03/30/2018 ACH513         FLUID CONTROL SPECIALTIES, INC.         \$ 248.00           03/16/   |                   | VOLUNTARY EXTRA DUTY ACCOUNT           | \$<br>315.00 |
| 04/03/2018 37328         ALLIANCE FIRE & SAFETY         \$ 308.00           04/13/2018 ACH554         TOTALFUNDS BY HASLER         \$ 300.00           04/03/2018 37351         MAILFINANCE         \$ 299.61           03/23/2018 37313         DMS-FINANCIAL MGMT SERVICES         \$ 284.15           03/08/2018 37285         DMS-FINANCIAL MGMT SERVICES         \$ 283.93           03/30/2018 ACH500         BLUSITE SOLUTIONS OF SOUTHWEST FLORIDA         \$ 269.25           04/13/2018 ACH537         BLUSITE SOLUTIONS OF SOUTHWEST FLORIDA         \$ 268.99           04/18/2018 37309         CINTAS         \$ 268.99           04/18/2018 37356         Buffalo Graffix         \$ 262.50           04/13/2018 ACH529         TRULY NOLEN BRANCH 079         \$ 258.00           04/18/2018 37359         CINTAS         \$ 257.77           03/08/2018 37292         JAN-PRO OF MANASOTA         \$ 249.00           04/03/2018 3739         JAN-PRO OF MANASOTA         \$ 249.00           04/03/2018 3739         JAN-PRO OF MANASOTA         \$ 249.00           03/30/2018 ACH513         FLUID CONTROL SPECIALTIES, INC.         \$ 248.00           03/16/2018 ACH488         TRANSCAT, INC.         \$ 244.40   | 03/23/2018 37306  | BATTERIES PLUS BULBS #451              | \$<br>314.65 |
| 04/13/2018         ACH554         TOTALFUNDS BY HASLER         \$ 300.00           04/03/2018         37351         MAILFINANCE         \$ 299.61           03/23/2018         37313         DMS-FINANCIAL MGMT SERVICES         \$ 284.15           03/08/2018         37285         DMS-FINANCIAL MGMT SERVICES         \$ 283.93           03/30/2018         ACH500         BLUSITE SOLUTIONS OF SOUTHWEST FLORIDA         \$ 269.25           04/13/2018         ACH537         BLUSITE SOLUTIONS OF SOUTHWEST FLORIDA         \$ 268.99           04/18/2018         37309         CINTAS         \$ 268.99           04/18/2018         37356         Buffalo Graffix         \$ 262.50           04/13/2018         ACH529         TRULY NOLEN BRANCH 079         \$ 258.05           03/30/2018         ACH529         TRULY NOLEN BRANCH 079         \$ 258.00           04/18/2018         37359         CINTAS         \$ 257.77           03/08/2018         37292         JAN-PRO OF MANASOTA         \$ 249.00           04/03/2018         37339         JAN-PRO OF MANASOTA         \$ 249.00           03/30/2018         ACH513         FLUID CONTROL SPECIALTIES, INC.         \$ 248.00           03/16/2018         ACH488         TRANSCAT, INC.         \$ 244.40   |                   | THE SUN                                | 313.00       |
| 04/03/2018 37351         MAILFINANCE         \$ 299.61           03/23/2018 37313         DMS-FINANCIAL MGMT SERVICES         \$ 284.15           03/08/2018 37285         DMS-FINANCIAL MGMT SERVICES         \$ 283.93           03/30/2018 ACH500         BLUSITE SOLUTIONS OF SOUTHWEST FLORIDA         \$ 269.25           04/13/2018 ACH537         BLUSITE SOLUTIONS OF SOUTHWEST FLORIDA         \$ 269.25           03/23/2018 37309         CINTAS         \$ 268.99           04/18/2018 37356         Buffalo Graffix         \$ 262.50           04/13/2018 ACH548         JOHNSON ENGINEERING, INC.         \$ 258.75           03/30/2018 ACH529         TRULY NOLEN BRANCH 079         \$ 258.00           04/18/2018 37359         CINTAS         \$ 257.77           03/08/2018 37292         JAN-PRO OF MANASOTA         \$ 249.00           04/03/2018 3739         JAN-PRO OF MANASOTA         \$ 249.00           03/30/2018 ACH513         FLUID CONTROL SPECIALTIES, INC.         \$ 248.00           03/30/2018 ACH513         FLUID CONTROL SPECIALTIES, INC.         \$ 244.40   | 04/03/2018 37328  | ALLIANCE FIRE & SAFETY                 | 308.00       |
| 03/23/2018         37313         DMS-FINANCIAL MGMT SERVICES         \$         284.15           03/08/2018         37285         DMS-FINANCIAL MGMT SERVICES         \$         283.93           03/30/2018         ACH500         BLUSITE SOLUTIONS OF SOUTHWEST FLORIDA         \$         269.25           04/13/2018         ACH537         BLUSITE SOLUTIONS OF SOUTHWEST FLORIDA         \$         269.25           03/23/2018         37309         CINTAS         \$         268.99           04/18/2018         37356         Buffalo Graffix         \$         262.50           04/13/2018         ACH548         JOHNSON ENGINEERING, INC.         \$         258.75           03/30/2018         ACH529         TRULY NOLEN BRANCH 079         \$         258.00           04/18/2018         37359         CINTAS         \$         257.77           03/08/2018         37292         JAN-PRO OF MANASOTA         \$         249.00           04/03/2018         37339         JAN-PRO OF MANASOTA         \$         249.00           03/30/2018         ACH513         FLUID CONTROL SPECIALTIES, INC.         \$         248.00           03/16/2018         ACH488         TRANSCAT, INC.         \$         244.40  | 04/13/2018 ACH554 | TOTALFUNDS BY HASLER                   | \$<br>300.00 |
| 03/08/2018 37285         DMS-FINANCIAL MGMT SERVICES         \$         283.93           03/30/2018 ACH500         BLUSITE SOLUTIONS OF SOUTHWEST FLORIDA         \$         269.25           04/13/2018 ACH537         BLUSITE SOLUTIONS OF SOUTHWEST FLORIDA         \$         269.25           03/23/2018 37309         CINTAS         \$         268.99           04/18/2018 37356         Buffalo Graffix         \$         262.50           04/13/2018 ACH548         JOHNSON ENGINEERING, INC.         \$         258.75           03/30/2018 ACH529         TRULY NOLEN BRANCH 079         \$         258.00           04/18/2018 37359         CINTAS         \$         257.77           03/08/2018 37292         JAN-PRO OF MANASOTA         \$         249.00           04/03/2018 3739         JAN-PRO OF MANASOTA         \$         249.00           03/30/2018 ACH513         FLUID CONTROL SPECIALTIES, INC.         \$         248.00           03/16/2018 ACH488         TRANSCAT, INC.         \$         244.40  | 04/03/2018 37351  | MAILFINANCE                            | \$           |
| 03/30/2018         ACH500         BLUSITE SOLUTIONS OF SOUTHWEST FLORIDA         \$         269.25           04/13/2018         ACH537         BLUSITE SOLUTIONS OF SOUTHWEST FLORIDA         \$         269.25           03/23/2018         37309         CINTAS         \$         268.99           04/18/2018         37356         Buffalo Graffix         \$         262.50           04/13/2018         ACH548         JOHNSON ENGINEERING, INC.         \$         258.75           03/30/2018         ACH529         TRULY NOLEN BRANCH 079         \$         258.00           04/18/2018         37359         CINTAS         \$         257.77           03/08/2018         37292         JAN-PRO OF MANASOTA         \$         249.00           04/03/2018         37339         JAN-PRO OF MANASOTA         \$         249.00           03/30/2018         ACH513         FLUID CONTROL SPECIALTIES, INC.         \$         248.00           03/16/2018         ACH488         TRANSCAT, INC.         \$         244.40  | 03/23/2018 37313  |  |              |
| 04/13/2018         ACH537         BLUSITE SOLUTIONS OF SOUTHWEST FLORIDA         \$         269.25           03/23/2018         37309         CINTAS         \$         268.99           04/18/2018         37356         Buffalo Graffix         \$         262.50           04/13/2018         ACH548         JOHNSON ENGINEERING, INC.         \$         258.75           03/30/2018         ACH529         TRULY NOLEN BRANCH 079         \$         258.00           04/18/2018         37359         CINTAS         \$         257.77           03/08/2018         37292         JAN-PRO OF MANASOTA         \$         249.00           04/03/2018         37339         JAN-PRO OF MANASOTA         \$         249.00           03/30/2018         ACH513         FLUID CONTROL SPECIALTIES, INC.         \$         248.00           03/16/2018         ACH488         TRANSCAT, INC.         \$         244.40   | 03/08/2018 37285  | DMS-FINANCIAL MGMT SERVICES            | 283.93       |
| 03/23/2018 37309         CINTAS         \$ 268.99           04/18/2018 37356         Buffalo Graffix         \$ 262.50           04/13/2018 ACH548         JOHNSON ENGINEERING, INC.         \$ 258.75           03/30/2018 ACH529         TRULY NOLEN BRANCH 079         \$ 258.00           04/18/2018 37359         CINTAS         \$ 257.77           03/08/2018 37292         JAN-PRO OF MANASOTA         \$ 249.00           04/03/2018 3739         JAN-PRO OF MANASOTA         \$ 249.00           03/30/2018 ACH513         FLUID CONTROL SPECIALTIES, INC.         \$ 248.00           03/16/2018 ACH488         TRANSCAT, INC.         \$ 244.40   | 03/30/2018 ACH500 |  | 269.25       |
| 04/18/2018 37356         Buffalo Graffix         \$ 262.50           04/13/2018 ACH548         JOHNSON ENGINEERING, INC.         \$ 258.75           03/30/2018 ACH529         TRULY NOLEN BRANCH 079         \$ 258.00           04/18/2018 37359         CINTAS         \$ 257.77           03/08/2018 37292         JAN-PRO OF MANASOTA         \$ 249.00           04/03/2018 3739         JAN-PRO OF MANASOTA         \$ 249.00           03/30/2018 ACH513         FLUID CONTROL SPECIALTIES, INC.         \$ 248.00           03/16/2018 ACH488         TRANSCAT, INC.         \$ 244.40   | 04/13/2018 ACH537 | BLUSITE SOLUTIONS OF SOUTHWEST FLORIDA |              |
| 04/13/2018         ACH548         JOHNSON ENGINEERING, INC.         \$         258.75           03/30/2018         ACH529         TRULY NOLEN BRANCH 079         \$         258.00           04/18/2018         37359         CINTAS         \$         257.77           03/08/2018         37292         JAN-PRO OF MANASOTA         \$         249.00           04/03/2018         37339         JAN-PRO OF MANASOTA         \$         249.00           03/30/2018         ACH513         FLUID CONTROL SPECIALTIES, INC.         \$         248.00           03/16/2018         ACH488         TRANSCAT, INC.         \$         244.40   | 03/23/2018 37309  | CINTAS                                 | \$           |
| 03/30/2018         ACH529         TRULY NOLEN BRANCH 079         \$         258.00           04/18/2018         37359         CINTAS         \$         257.77           03/08/2018         37292         JAN-PRO OF MANASOTA         \$         249.00           04/03/2018         37339         JAN-PRO OF MANASOTA         \$         249.00           03/30/2018         ACH513         FLUID CONTROL SPECIALTIES, INC.         \$         248.00           03/16/2018         ACH488         TRANSCAT, INC.         \$         244.40   | 04/18/2018 37356  |  |              |
| 04/18/2018 37359         CINTAS         \$         257.77           03/08/2018 37292         JAN-PRO OF MANASOTA         \$         249.00           04/03/2018 37339         JAN-PRO OF MANASOTA         \$         249.00           03/30/2018 ACH513         FLUID CONTROL SPECIALTIES, INC.         \$         248.00           03/16/2018 ACH488         TRANSCAT, INC.         \$         244.40  |                   | ,                                      | \$           |
| 03/08/2018 37292         JAN-PRO OF MANASOTA         \$ 249.00           04/03/2018 37339         JAN-PRO OF MANASOTA         \$ 249.00           03/30/2018 ACH513         FLUID CONTROL SPECIALTIES, INC.         \$ 248.00           03/16/2018 ACH488         TRANSCAT, INC.         \$ 244.40  | 03/30/2018 ACH529 |  | 258.00       |
| 04/03/2018 37339         JAN-PRO OF MANASOTA         \$ 249.00           03/30/2018 ACH513         FLUID CONTROL SPECIALTIES, INC.         \$ 248.00           03/16/2018 ACH488         TRANSCAT, INC.         \$ 244.40   | 04/18/2018 37359  |  | \$<br>257.77 |
| 03/30/2018 ACH513         FLUID CONTROL SPECIALTIES, INC.         \$ 248.00           03/16/2018 ACH488         TRANSCAT, INC.         \$ 244.40  | 03/08/2018 37292  |  | \$<br>249.00 |
| 03/16/2018 ACH488 TRANSCAT, INC. \$ 244.40  | 04/03/2018 37339  |  | 249.00       |
| 03/16/2018 ACH488 TRANSCAT, INC. \$ 244.40  | 03/30/2018 ACH513 | FLUID CONTROL SPECIALTIES, INC.        | \$<br>248.00 |
| 03/08/2018 37297 SAM'S CILIB ¢ 236.86   | 03/16/2018 ACH488 |  | \$<br>244.40 |
| φ 230.00  | 03/08/2018 37297  | SAM'S CLUB                             | \$<br>236.86 |

#### PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY CHECK REGISTER: MARCH & APRIL 2018 By Amount Largest to Smallest

| Bank Code: | PUBLIC FUNDS INTER |                                     |  |            |
|------------|--------------------|-------------------------------------|--|------------|
| Date       | Document Number    | Payee Name / Description            |  | Amount     |
| 03/16/2018 | 8 ACH485           | RICHARD ANDERSON                    | \$   | 220.       |
| 03/16/2018 | 3 ACH463           | FRONTIER COMMUNICATIONS             | \$   | 216.       |
| 04/27/2018 | BACH573            | FRONTIER COMMUNICATIONS             | \$   | 216.       |
| 03/23/2018 | 37318              | KINGSWAY ACE HARDWARE               | \$   | 212.       |
| 03/16/2018 | BACH466            | Gulf Controls Company, Inc.         | \$   | 208.       |
| 04/18/2018 | 37371              | SARASOTA HERALD TRIBUNE             | \$   | 206.       |
| 03/16/2018 |                    | PATRICK J LEHMAN                    |  | 200.       |
| 03/08/2018 |                    | CHARLOTTE CO. CHAM OF COMMERCE      | ŝ  | 197        |
| 04/03/2018 |                    | SARASOTA HERALD TRIBUNE             | \$<br>\$<br>\$   | 186        |
| 04/18/2018 |                    | SARASOTA TROPHY & AWARDS INC.       |  | 179        |
| 03/16/2018 |                    | ENVIRONMENTAL EXPRESS INC.          | \$<br>\$<br>\$   | 161        |
| 03/08/2018 |                    | GOVERNMENT FINANCE OFFICERS ASSOC   | ¢  | 160        |
|            |                    |                                     | э<br>\$  |            |
| 04/18/2018 |                    | THE SUN                             |  | 153        |
| 03/30/2018 |                    | Earle Chaffee (V)                   | \$<br>\$   | 139        |
| 04/27/2018 |                    | UPS                                 | \$   | 137        |
| 04/03/2018 |                    | SAM'S CLUB                          | \$   | 128        |
| 04/18/2018 |                    | SAM'S CLUB                          | \$<br>\$<br>\$   | 126        |
| 04/27/2018 | ACH568             | CRUMPTON WELDING SUPPLY             | \$   | 125        |
| 04/27/2018 | 8 ACH589           | TIM PITTMAN                         |  | 125        |
| 04/13/2018 | ACH553             | TEST GAUGE AND BACKFLOW SUPPLY INC. | \$   | 120        |
| 03/08/2018 | 37291              | ISA                                 | \$   | 120        |
| 03/30/2018 | 3 ACH492           | Agilent Technologies Inc            | \$   | 115        |
| 03/02/2018 |                    | UPS                                 | \$   | 111        |
| 03/08/2018 |                    | COLE-PARMER INSTRUMENT CO.          | \$<br>\$   | 109        |
| 04/18/2018 |                    | U.S. TENT RENTAL INC.               | \$<br>\$<br>\$   | 108        |
|            |                    | SARASOTA TROPHY & AWARDS INC.       | ¢  | 105        |
| 04/03/2018 |                    |                                     |  |            |
| 04/03/2018 |                    |                                     | \$   | 104        |
| 03/08/2018 |                    | QUALITY STARTER & ALT SER INC.      | \$<br>\$   | 101        |
| 04/27/2018 |                    | Antonio Amalfitano (V)              |  | 100        |
| 03/16/2018 |                    | MAILFINANCE                         | \$<br>\$<br>\$   | 100        |
| 03/08/2018 |                    | MSC INDUSTRIAL SUPPLY CO.           | \$   | 95         |
| 03/16/2018 | BACH486            | Rob Wilson                          | \$   | 94         |
| 04/18/2018 | 37354              | AWWA                                | \$   | 90         |
| 03/08/2018 | 37284              | Discount Telecom                    | \$<br>\$   | 90.        |
| 04/03/2018 | 37333              | CHENANGO SUPPLY CO., INC.           | \$   | 83         |
| 04/27/2018 | ACH558             | ADVANTAGE CARE INC.                 | \$   | 80         |
| 03/02/2018 | 8 ACH447           | SUNSHINE STATE ONE CALL OF FL, INC. | \$   | 75         |
| 03/30/2018 | ACH526             | SUNSHINE STATE ONE CALL OF FL, INC. | \$<br>\$   | 75         |
| 04/27/2018 | ACH587             | SUNSHINE STATE ONE CALL OF FL, INC. | \$   | 75         |
| 03/16/2018 |                    | LINDA BURKE                         | \$   | 63         |
| 03/30/2018 |                    | Gulf Controls Company, Inc.         | \$   | 62         |
| 03/30/2018 |                    | SHIPPING POST                       | \$   | 53         |
| 03/16/2018 |                    | George Pennell (V)                  | э<br>\$  | 50         |
|            |                    | 5                                   |  |            |
| 04/27/2018 |                    | TERRI BRUMFIELD                     | \$   | 50         |
| 04/27/2018 |                    | AIRGAS USA, LLC                     | \$   | 47         |
| 03/30/2018 |                    | AIRGAS USA, LLC                     | \$   | 44         |
| 03/16/2018 |                    | UPS                                 | \$   | 44         |
| 03/30/2018 |                    | ADVANTAGE CARE INC.                 | \$   | 40         |
| 04/13/2018 | 3 ACH542           | FEDERAL EXPRESS                     | \$   | 36         |
| 03/23/2018 | 37323              | SAM'S CLUB                          | \$   | 32         |
| 04/18/2018 | 37358              | CHENANGO SUPPLY CO., INC.           | \$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$ | 27         |
| 03/02/2018 | 3 ACH445           | SAMUEL STONE                        | \$   | 25         |
| 03/08/2018 |                    | BILL'S BOTTLED WATER SERVI CE       | \$   | 16         |
| 04/18/2018 |                    | BILL'S BOTTLED WATER SERVI CE       | \$<br>\$   | 16         |
| 04/13/2018 |                    | UPS                                 | ¢<br>¢   | 10         |
| 03/16/2018 |                    | FEDERAL EXPRESS                     | Ψ<br>Φ   | 12         |
| 03/23/2018 |                    | VERIZON WIRELESS                    | φ<br>¢   | 2          |
| 00/20/2010 | 01021              |                                     |  |            |
|            |                    |                                     | Total \$   | 3,857,930. |

| Bank Code: |                    | CONSTRUCTION CHECKING (PNC)     |                 |
|------------|--------------------|---------------------------------|-----------------|
| Date       | Document<br>Number | Payee Name / Description        | Amount          |
| 03/02/201  | 8 CACH11           | AECOM TECHNICAL SERVICES, INC.  | \$<br>18,217.00 |
| 03/08/201  | 8 2745             | CH2M HILL ENGINEERS INC.        | \$<br>22,967.2  |
| 03/16/201  | 8 CACH12           | KING ENGINEERING ASSOCIATES INC | \$<br>34,586.9  |
| 03/30/201  | 8 CACH13           | AECOM TECHNICAL SERVICES, INC.  | \$<br>19,007.0  |
| 04/13/201  | 8 CACH14           | KING ENGINEERING ASSOCIATES INC | \$<br>86,093.3  |
| 04/27/201  | 8 CACH15           | AECOM TECHNICAL SERVICES, INC.  | \$<br>10,122.0  |
| 04/27/201  | 8 CACH16           | KING ENGINEERING ASSOCIATES INC | \$<br>27,825.2  |
|            |                    |                                 | \$<br>218,818.7 |

#### Alphabetically by Vendor

| Bank Code: |                    | CONSTRUCTION CHECKING (PNC)     |                 |
|------------|--------------------|---------------------------------|-----------------|
| Date       | Document<br>Number | Payee Name / Description        | Amount          |
| 03/02/2018 | 3 CACH11           | AECOM TECHNICAL SERVICES, INC.  | \$<br>18,217.0  |
| 03/30/2018 | 3 CACH13           | AECOM TECHNICAL SERVICES, INC.  | \$<br>19,007.0  |
| 04/27/2018 | 3 CACH15           | AECOM TECHNICAL SERVICES, INC.  | \$<br>10,122.0  |
| 03/08/2018 | 3 2745             | CH2M HILL ENGINEERS INC.        | \$<br>22,967.2  |
| 03/16/2018 | 3 CACH12           | KING ENGINEERING ASSOCIATES INC | \$<br>34,586.9  |
| 04/27/2018 | 3 CACH16           | KING ENGINEERING ASSOCIATES INC | \$<br>27,825.2  |
| 04/13/2018 | 3 CACH14           | KING ENGINEERING ASSOCIATES INC | \$<br>86,093.3  |
|            |                    |                                 | \$<br>218,818.7 |

# By Amount Largest to Smallest

| Bank Code: |                    | CONSTRUCTION CHECKING (PNC)     |                  |
|------------|--------------------|---------------------------------|------------------|
| Date       | Document<br>Number | Payee Name / Description        | Amount           |
| 04/13/2018 | CACH14             | KING ENGINEERING ASSOCIATES INC | \$<br>86,093.32  |
| 03/16/2018 | CACH12             | KING ENGINEERING ASSOCIATES INC | \$<br>34,586.95  |
| 04/27/2018 | CACH16             | KING ENGINEERING ASSOCIATES INC | \$<br>27,825.24  |
| 03/08/2018 | 3 2745             | CH2M HILL ENGINEERS INC.        | \$<br>22,967.26  |
| 03/30/2018 | CACH13             | AECOM TECHNICAL SERVICES, INC.  | \$<br>19,007.00  |
| 03/02/2018 | CACH11             | AECOM TECHNICAL SERVICES, INC.  | \$<br>18,217.00  |
| 04/27/2018 | CACH15             | AECOM TECHNICAL SERVICES, INC.  | \$<br>10,122.00  |
|            |                    |                                 | \$<br>218,818.77 |
|            |                    |                                 |                  |
|            |                    |                                 |                  |

## PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY BOARD OF DIRECTORS MEETING May 30, 2018

# ROUTINE STATUS REPORTS ITEM 3

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

# **Project Status Report**

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

**Date:** May 30, 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 delivery 4-million gallons per day (mgd) of regional finished water to the City's Shell Creek Facility and to receive 2-mgd from the Shell Creek Facility. The estimated project cost is \$12-million. The design and construction schedule is estimated to be 30 to 36 months from start to finish.

The project scope includes:

- Approximately 6.3 miles of a minimum of 24-inch diameter pipeline
- 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. The Notice-to-Proceed for Work Order 1- Preliminary Design Services/Basis of Design Report was issued to King on March 5, 2016, subsequent to execution of the SWFWMD Cooperative Funding Agreement. The Project Kick-Off Meeting was held on March 15, 2016.

At the December 7, 2016 Board Meeting, King presented the Phase 1 Interconnect, final draft Basis of Design Report (BODR). The BODR was finalized in January 2017 and distributed. Three routes were assessed by King during preliminary engineering. King the recommended Route 2, which follows the original Phase 1 Interconnect Route from the 2006 60%-complete Phase 1 Design Build Project, with the following exceptions:

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

In January 2017 King submitted Work Order 2 'Design, Permitting and Bidding Services' for the Phase 1 Interconnect. King's Work Order 2 was approved at the February 1, 2017 Board Meeting. King was issued Notice-to-Proceed for Work Order 2 on February 10<sup>th</sup>. Work Order No. 2 includes survey, geotechnical services, design, permitting, property acquisition services, and bid phase services. These project activities cover a 23-month schedule with design and permitting efforts completed in the fall of 2018 allowing selection of a contractor for construction in January 2019. On September 5, 2017 the U.S. Army Corps of Engineers permit application was submitted for the Phase 1 Interconnect alignment.

On February 2, 2018 the Board approved resolution 2018-02, a resolution determining the necessity to construct a transmission pipeline (Phase 1) and resolution 2018-03, a resolution authorizing the acquisition of certain real property along the Phase 1 alignment. On February 9, 2018, the Authority advertised Request(s) for Statement of Qualifications (RFSOQs) to prequalify Prime Contractors, and Horizontal Directional Drillers (HDD) Subcontractors for the Phase 1 Interconnect. The RFSOQs were advertised in local newspapers and posted on the Authority Web Page. On February 16<sup>th</sup> and February 27<sup>th</sup> the Authority posted Addendums 1 and 2 respectively on our Web Page for the RFSOQs. On March 12<sup>th</sup> the Authority received seven-SOQs from Prime Contractors and five-SOQs from HDD Subcontractors in a timely manner. The SOQs are currently being reviewed by King and the Authority. Recommendations for prequalified Prime Contractors, and HDD Subcontractors for Board Approval will be included in the April 4<sup>th</sup> Board Meeting. The Phase 1 Project is on schedule and on budget.

On April 4, 2018 the Board approved Contractors that Prequalified for the Phase 1 Interconnect. This included 6-Prime Contractors and 5-Horizontal Directional Drilling (HDD) Subcontractors. During April Statement of Offer packages were transmitted to 5-property owners for easements, along the Phase 1 alignment. To date the FDEP/ERP, FDEP/Drinking Water, FDOT, USACOE, and Gopher Tortoise Permits, have been issued to the Authority. The Phase 1 Project is currently on schedule and on budget. The Authority continues good faith negotiations with property owners for easements.

# **Project History Briefing**

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

**Date:** May 30, 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:
  - o Atkins North America, Inc.
  - o Johnson Engineering, Inc.
  - Kimley Horn and Associates, Inc.
  - King Engineering Associates, Inc.
  - TKW Consulting Engineers, Inc.
- August 28, 2015 Electronic Copies of the SOQ Packages were distributed to member and customer utility directors and the SWFWMD for feedback or comments. Feedback was requested by September 14, 2015.
- Sept. 22, 2015 A short list of three Consultants were listed in alphabetical order and posted on the Authority Web Site.
  - Atkins North America, Inc.
  - King Engineering Associates, Inc.
  - TKW Consulting Engineers, Inc.
- October 7, 2015 Short listed consultants gave their presentations and were interviewed by the Authority Board. King Engineering Associates, Inc. was selected by the Board for the Phase 1 Project.
- December 2, 2015 The Authority Board approved the Interlocal Agreement for the Phase 1 Regional Interconnect Between the PRMRWSA and the City of Punta Gorda.
- December 2, 2015 The Consent Request for approval of the Authority/Punta Gorda Phase 1 Interconnect Project was submitted to the Charlotte County Board of County Commissioners.

- February 23, 2016 Charlotte County Board of County Commissioners granted Consent for the Phase 1 Interconnect Project.
- February 25, 2016 The Authority Board (Special Board Meeting)Approved the following:
  - The Interlocal Agreement between PRMRWSA and DeSoto County for the Phase 1 Regional Interconnect.
  - The Cooperative Funding Agreement between the SWFWMD and PRMRWSA for the Phase 1 Regional Interconnect for a total of \$12 million. Subdivided into Punta Gorda payment of \$2 million, State Appropriations of \$4 million and SWFWMD Cooperative Funding of \$6 million.
  - The Contract for Professional Engineering Services for Design and Construction Management/Inspection for the Phase 1 Regional Interconnect with King Engineering Associates, Inc. King).
  - Work Order No. 1 for Preliminary Design Services of Phase 1 with King in the amount of \$278,760. The effort for completion of Work Order 1 is 180- calendar days from the Notice-to-Proceed date.
- March 5, 2016 Pending execution of the Cooperative Funding Agreement between the SWFWMD and PRMRWSA for the Phase 1 Regional Interconnect the Notice-to-Proceed was issued to King for Work Order 1, Preliminary Design Services.
- March 15, 2016 The Phase 1 Interconnect kickoff meeting was held at the Peace River Facility. The meeting was attended by Authority staff, SWFWMD, King and the City of Punta Gorda.
- April/May 2016 On April 18, 2016, a Coordination Meeting was held with Florida Power and Light, regarding Easements/ROW on potential project Routes. The meeting was attended by King, Authority, and FPL.

On April 28, 2016, a Project Progress Meeting held. The meeting was attended by the Desoto County, SWFWMD, King and Authority staff. Items discussed included:

- 1. Status of Preliminary Engineering Effort
- 2. Project Metering and SCADA requirements
- 3. Operations of Project Prairie by Desoto County
- 4. Status of Route Evaluations
- 5. Schedule for BODR

On May10, 2016, a Project Progress meeting was held with the Desoto County at the South Booster Station/Project Prairie site. The meeting was attended by Desoto County, King, and Authority staff. The group toured the site including the pump building, yard piping routes, and meter assemblies. Desoto County described how water flow is control at the Booster Station. Phase 1 yard piping, meters and telemetry alternatives as well as potential site locations for new meter assemblies were discussed.

Also on May 10, 2016 a Project Progress meeting was held with Punta Gorda at the Shell Creek Water Treatment Plant. The meeting was attended by Punta Gorda, King and Authority staff. Phase 1 connection points at the Plant, metering, and telemetry were discussed. Coordination between the Phase 1 and the City's RO Plant construction schedules were also discussed. The group toured the Shell Creek reservoir and dam. King explained alternate construction methods for crossing Shell Creek that are being evaluated. The City plans to implement and operate Phase 1 flow control set points similar to the current Phase 1A flow control scheme.

- June/July 2016 On June 23, 2016, a Project Progress Meeting was held. The meeting was attended by the City of Punta Gorda, Desoto County, SWFWMD, King and Authority staff. Items discussed included:
  - 1. Status of Preliminary Engineering Effort
  - 2. Pipeline Hydraulics, including City, and County demands and delivery points. An interim connection at Shell Creek was discussed since the Phase 1 Interconnect is scheduled to be completed prior to the Shell Creek RO Facility.
  - 3. Status of Route Evaluations; discussions focused on Phase 1 Interconnect Routes evaluated in the 2006 Routing Study (4-Routes) and a new Route 5, per King.
  - 4. Discussions/concerns regarding the Hendrickson Dam embankments, including embankment geotechnical issues that occurred during the 2009 Dam Improvements Project.
  - 5. Pros and cons for pipe crossing methods/locations @ Shell Creek.
  - 6. Land Requirements for the new Route 5 (west of the Hendrickson Dam) adjacent to the FPL ROW.
  - Next period King will complete the Route Evaluation which is includes re-evaluation of 4-routes from the 2006 Regional Integrated Loop System Feasibility/Routing Study and Route-5 per King.
  - 8. A Public Meeting for the Phase 1 Interconnect will be schedule in early August.
  - 9. Development of the Basis of Design Report by King is on schedule and on budget.
- August/Sept. 2016 On August 11, 2016, a Project Information Meeting was held at the Laishley Park Municipal Marina in Punta Gorda from 6:00pm to 8:00pm. In addition to private citizens, the meeting was attended by the City of Punta Gorda, Charlotte County, SWFWMD, King and Authority staff. Three potential routes, Route 1, Route 2 and Route 5, were shown on poster boards and discussed with attendees. Private citizens were provided with comment cards and asked to provide a preference ranking of the routes.

Poster boards regarding, how the Phase 1 pipeline fits into the Authority's Regional Vision for transmission mains to interconnect water treatment plants, project goals, funding sources, construction methods for crossing Shell Creek and Schedule were also shown and discussed with attendees.

The Project Information Meeting was advertised in local papers and over 250 letters of invitation were sent out to residents and businesses along prospective routes, and to Local and State government officials.

On August 17, 2016 an Operations Coordination Meeting was held with the City of Punta Gorda to discuss operations, meter configurations and instrumentation, residuals and connection points for the Phase 1 Interconnect at the Shell Creek Water Treatment Plant.

Much of the meeting focused on interim operation of the Phase 1 Interconnect prior to the City's Reverse Osmosis Treatment Plant coming on line. The meeting was attended by King, City and Authority staff.

On September 15, 2016 an Operations Coordination Meeting was held with Desoto County to review the status of the Phase 1 Project with the County and to discuss future operations, meter configurations, instrumentation and connection points for the Phase 1 Interconnect at the County's Project Prairie facility.

The Authority is currently reviewing draft sections of the Basis of Design report. King Engineering Associates continues to evaluate pipeline routes, and develop preliminary design requirements and Opinion of Probable Construction Costs for each prospective pipeline route.

Oct./Nov. 2016 - On September 26<sup>th</sup> 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 6<sup>th</sup>. 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-If 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 11<sup>th</sup>. 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 25<sup>th</sup> and May 10<sup>th</sup> 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 16<sup>th</sup> 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 16<sup>th</sup>. On May 24<sup>rd</sup> 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 20<sup>th</sup> 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 10<sup>th</sup> the Authority requested an Amendment to the SWFWMD Cooperative Funding Agreement (CFA) to the revise the Contract Period Schedule. On June 13<sup>th</sup> SWFWMD returned the Amendment to the Agreement for signature by the Authority. The Authority returned signed the Amendment to SWFWMD on June 19<sup>th</sup>.

The draft USACOE permit and FDEP ERP permits have been drafted by King subconsultants 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 Bathometric Survey for the proposed Horizontal Directional Drilling (HDD) alignment across Shell Creek.

On June 12<sup>th</sup>, 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 bathometric 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 Phase1 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 19<sup>th</sup>. 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.
- o 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 application 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 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 4<sup>th</sup> a meeting was held with King, Authority Attorneys (teleconference) and the Property Appraiser. On April 9<sup>th</sup> 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 13<sup>th</sup> 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 18<sup>th</sup> 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
- o 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.

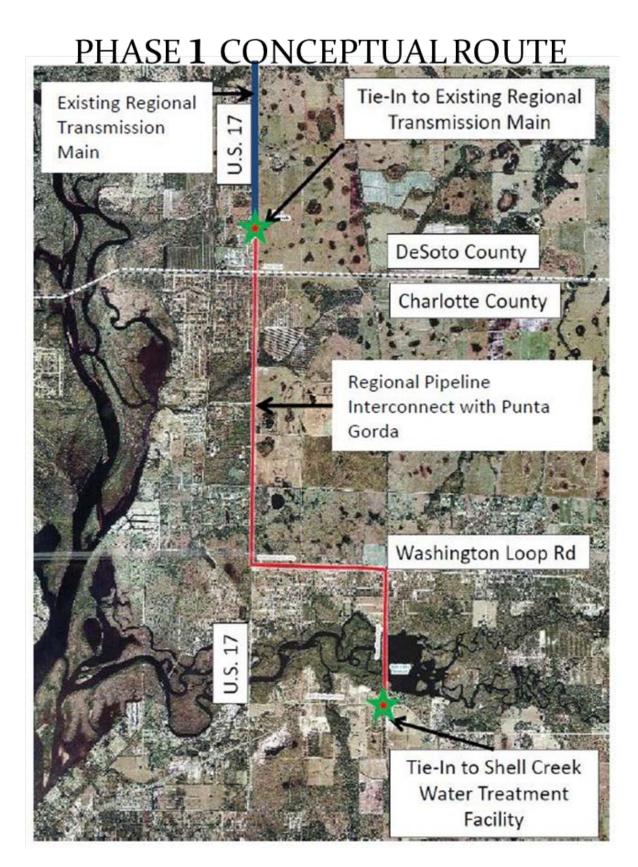
The FDEP ERP 359802-002 is anticipated to be noticed in early May.

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.



## PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY BOARD OF DIRECTORS MEETING May 30, 2018

## ROUTINE STATUS REPORTS ITEM 4

Partially Treated Water Aquifer Storage and Recovery Project

## **Project Status Report**

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

**Date:** May 30, 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 associetd with the test was completed in early February. Evaluation of test data is ongoing. Draft report delivery is projected for late May with final report in June 2018.

# **Project History Briefing**

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

**Date:** May 30, 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<br>April 6, 2016. Recommended scheduling meeting with FDEP in<br>Tallahassee to discuss concept, permit modification and pilot<br>testing. Met with FDEP staff in Tallahassee April 29, 2016 to<br>discuss partially treated water ASR at the Peace River Facility.<br>Recommendation from meeting is to apply for ASR permit<br>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<br>modification of the Authority's ASR permit and associated<br>Water Quality Criteria Exemption to enable pilot testing of<br>partialy treated ASR concept on two wells in Wellfield No. 2.   |
| • September 2016  | September 1, 2016 - Received Request for Additional<br>Information (RAI) from FDEP to support the Authority's ASR<br>permit modification request. September 8, 2016 - CH2M<br>perpared and submitted responses to the FDEP's RAI. CH2M<br>preparing Work Order for pilot testing of partialy treated ASR<br>concept on two wells in Wellfield No. 2. September 30, 2016 -<br>Authority received Draft Class V, Group 7 permit from FDEP<br>including the requested changes to enable pilot testing at ASR<br>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<br>Facility for public comment on recently issued draft permit<br>modification for Authority Class V Group 7 ASR system. Site<br>visit by SWFWMD staff November 21, 2016 for review and<br>discus 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 $22^{nd}$ 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<br>consultant and Authority staff on January 11 <sup>th</sup> in preparation for<br>beginning the test. Authority staff collecting background<br>samples from production and monitor wells and reservoir 1.<br>Installation of piping to ASR wells S-4 and S-20 and recharge<br>pump is ongoing.  |
| • | February 2017 | Installation of piping and pumping equipment was completed<br>and background water quality monitoring was completed the<br>week of February 6 <sup>th</sup> and testing (recharge cycle) was initiated<br>on February 9, 2017. An intensive data collection effort in<br>nearby monitor and ASR production wells is ongoing. Recharge<br>rates are averaging approximately 0.7 MGD, and 1.3 MGD into<br>ASR wells S-4 and S-20 respectively. |
| • | March 2017    | The recharge portion of this cycle in the testing was completed<br>on March 9, 2017. Total volume of water pumped from<br>Reservoir 1 into S-4 and S-20 was about 60 MG. Storage and<br>recovery portions of the testing are ongoing, as are associated<br>data collection efforts.  |
| • | April 2017    | Recovery portion of the pilot test was ceased on April 10, 2017<br>after recovering approximately 26 MG from Testwells S-4 & S-<br>20 (total) in order to enable full scale recovery operations in<br>ASR Wellfield 2. Data collection efforts supporting the pilot<br>testing operations continued.   |
| • | May 2017      | Data collection efforts associated with the test continued, and<br>analysis of test data is underway to aid in refining the test<br>procedure for Cycle 2 (probable timeframe mid-summer 2017).<br>Authority and CH2M staff met on May 25 <sup>th</sup> to discuss test<br>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 6 <sup>th</sup> and<br>September 18 <sup>th</sup> due to Hurricane Irma. Recharge is ongoing and<br>projected to continue into October. Attended Sarasota<br>delegation Meeting September 20, 2017 to discuss funding<br>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 8 <sup>th</sup> & 9 <sup>th</sup> . |
| • | 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<br>equipment (pumping, piping and electrical) has been removed.<br>Data collection and evaluation is ongoing.   |

| • | February 2018 | Project Consultant is evaluating data collected during the test.<br>On February 7 <sup>th</sup> a conference call was held with the FDEP staff<br>in Tallahassee regarding pilot test results and the renewal<br>application for the ASR system. The renewal application must<br>be received by the FDEP by February 23, 2018 to be considered<br>timely. Permit expires on April 23, 2018. Renewal Application<br>was submitted on February 21, 2018. |
|---|---------------|--|
| • | March 2018    | Work is ongoing regarding the data analysis from the pilot test.<br>Authority and Consultant staff held a project meeting on March<br>7 <sup>th</sup> to discuss ongoing data analysis and project timeframe.<br>Completion of the Final Report for the test program is projected<br>in April 2018.  |
| • | April 2018    | Held kick-off meeting (phone conference) with SWFWMD staff<br>& project team for co-funding. Work is ongoing but<br>goechemical analysis is behind schedule. Draft report delayed<br>until late May with final report projected in June.   |
| • | May 2018      | Work is ongoing regarding the data analysis from the pilot test.<br>Consultant projects draft report available May 25, 2018.<br>Projected schedule for Board consideration of the project is July 25, 2018.  |

## PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY BOARD OF DIRECTORS MEETING May 30, 2018

## ROUTINE STATUS REPORTS ITEM 5

Peace River Facility Aquifer Storage & Recovery Operating Permit Renewal

## **Project Status Report**

**Project:** Peace River Facility ASR Operating Permit Renewal

**Date:** May 30, 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 execmptions" 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

Authority staff and consultants met with FDEP staff in Tallahassee on October 12, 2017 to discuss ASR Operating permit renewal and changes that will be requested to the permit. Authority Consultants are preparing the renewal application, which will include provision to operate the system using partially treated water rather than fully treated drinking water. Authority and consultant permit team met on January 17, 2018 to discuss the draft renewal application. On February 7, 2018 a phone conference was held with the FDEP in Tallahassee to discuss permit renewal. The application for renewal of the operating permit and issuance of a zone of discharge was on Authority controlled property was submitted on February 21, 2018. The Authority provided a waiver of the timeclock for FDEP review until June 30, 2018 to complete review and analysis of the pilot testing data for Partially Treated Water ASR.

# **Project History Briefing**

**Project:** Peace River Facility ASR Operating Permit Renewal

**Date:** May 30, 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<br>Partially Treated Water Pilot Testing and renewal of ASR system<br>operating permit. Authority staff and consultants met with FDEP<br>staff in Tallahassee on October 12, 2017 to discuss the permit<br>renewal application including authorization to use partially<br>treated water for recharge, pending results from the ongoing<br>partially treated water ASR pilot testing program. Application<br>preparation is ongoing. |
|---|---------------|---|
| • | November 2017 | Preparation of permit application is ongoing. Partially Treated<br>Water ASR Pilot Test ceased recharge phase November 1, 2017<br>and entered 30-day storage phase. Testing proposed to conclude<br>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

## PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY BOARD OF DIRECTORS MEETING May 30, 2018

## ROUTINE STATUS REPORTS ITEM 6

**Peace River Basin Report** 



# MEMORANDUM

TO:Board Members and Pat LehmanFROM:Doug Manson, Laura Donaldson and Paria Shirzadi HeeterRE:Peace River Basin ReportDATE:May 15, 2018

## Mosaic Fertilizer, L.L.C.- South Pasture Mine

On April 2, 2018, the Florida Department of Environmental Protection ("DEP") gave notice of its preparation of a Draft Permit Revision (PA File No. FL0040177-032-IW1S/RA) for Mosaic's South Pasture Mine, and notice of the Draft Permit Revision was published on April 5, 2018. On November 17, 2017, DEP received Mosaic's application for a substantial revision of a wastewater permit for the construction of three new discharge outfalls. On February 15, 2018, Mosaic submitted supplemental responses to comments from DEP. These additional comments and supplemental responses mainly addressed concerns regarding water quality data collection and compliance with narrative nutrient standards for Brushy Creek and Horse Creek, which are tributaries of the Peace River. The Draft Permit Revision incorporates the results of a Level II, Water Quality Based Effluent Limitation Study in the permit. On May 2, 2018, Mosaic submitted comments to DEP for the notice of Draft Permit Revision. Mosaic's comments request, among other things: clarification of monitoring requirements; clarification on the frequency of the biological



sampling and biological assessments described in the permit; a time extension until December 31, 2018 to complete the evaluation of Numeric Nutrient Criteria ("NNC") compliance for Shirttail Branch to confirm that the waterbody meets the applicable NNC for streams; clarification of the criteria that would be used to determine compliance with the narrative nutrient standard; and that the reference to Paragraph 62-302.532(1)(d), F.A.C., (which sets forth the Estuary-Specific Numeric Interpretations of the Narrative Nutrient Criterion for Charlotte Harbor/Estero Bay) be removed because the existing D-004 and D-005 outfalls discharge intermittently and are more than 60 miles upstream of Charlotte Harbor.

The proposed new discharge outfalls for this project are located within Hardee County in the Peace River basin and the facility currently discharges excess process wastewater, stormwater runoff, groundwater inflow, and reclaimed domestic wastewater from its mining and benefaction activities through two existing outfalls via Payne Creek then to the Peace River. Construction of the three new outfalls will reroute and distribute the existing discharge from existing outfalls D-004 and D-005 through all five outfalls.

### Mosaic Fertilizer, LLC- North Pasture Mine

On March 30, 2018, DEP gave notice of permit issuance (Permit Number FL0035271) authorizing continued operation of Mosaic's North Pasture Mine outfall spillway D-003, located in Hardee County. On November 7, 2017, Mosaic had submitted its National Pollutant Discharge Elimination System ("NPDES") Permit Number FL0035271 renewal application, which included several modifications to the monitoring parameters,



schedules, and facility description in the current permit. On January 26, 2018, Mosaic received a Notice of Draft Permit from DEP ("Draft Permit") for its North Pasture Mine and, on February 20, 2018, Mosaic submitted comments to DEP on the Draft Permit requesting that DEP remove a reference to daily maximum and monthly average reporting for total nitrogen and phosphorus load due to Mosaic moving to long term annual and 5 year discharge monitoring for nutrient loads, and explaining that the proposed water quality monitoring location and sampling site in Payne Creek is "subject to available access points" and that "these sample sites can be difficult to select and maintain."

The North Pasture Mine's current operations include a stormwater management system and an inactive clay settling area that is used to store and clarify stormwater runoff before discharging through Outfall D-003. Outfall D-003 discharges through the receiving floodplain wetlands into Payne Creek and subsequently to the Peace River.

### Mosaic Fertilizer, LLC- Ona Mine

On April 10, 2018, DEP issued a letter regarding the outcome of its review of Mosaic's March 23, 2018 notice of intent to use a General Permit for its Ona Mine (File No. MMR\_ 0169281-020) to perform construction of a temporary dragline walk path from the Four Corners Mine to the Fort Green Mine, in the Little Manatee River and Peace River watersheds. Mosaic's intent to use a general permit was reviewed by DEP staff for three types of authorizations: (1) regulatory authorization, (2) proprietary authorization (related to state-owned submerged lands), and (3) federal authorization. DEP approved the regulatory authorization, determined that proprietary review was not required and did not



approve the State Programmatic General Permit because the project did not qualify for the federal authorization. Therefore, additional authorization from the Army Corps of Engineers must be obtained prior to commencement of the proposed activity.

The project is located in Hillsborough and Polk Counties, Florida. 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, all Class III waters and many of which are tributaries to the Peace River.

### Mosaic Fertilizer, LLC- New Wales Gypsum Stack Phase III Extension

On April 26, 2018, Mosaic sent a letter to DEP explaining that Mosaic will begin conducting the necessary detailed geophysical site investigations needed for evaluation and permitting of the New Wales Phase III Gypsum Stack Extension area and attached a memorandum from Ardaman & Associates to the letter that outlines the activities required for the investigative studies to proceed. On March 27, 2018, a pre-application meeting was held at Mosaic's New Wales Plant between Mosaic and DEP to briefly review the general layout, design concepts, and permitting schedule for the Phase III Gypsum Stack Extension. The memorandum explains that it became evident at that meeting that as part of the permitting process, DEP will require that a detailed geophysical site investigation be performed throughout the proposed Phase III Gypsum Stack Extension footprint. The memorandum states that performance of a comprehensive geophysical investigation within the disturbed site would require unrestricted access and, based on the timeline



presented to and discussed with DEP, the geophysical survey would have to be completed along with any related field exploration program by mid-2019 at the latest.

The proposed Phase III Gypsum Stack Extension is located immediately south of the lined South Gypsum Stack in a mined-out area comprised of vegetated cast overburden piles and inundated valleys between spoil piles, with the ponded areas filled with water, soft eroded sediments and phosphatic clays. Any discharge of water from the area will have to be routed through the New Wales Plant permitted NPDES outfall. This extension may be of relevance because in September 2017, a sinkhole opened beneath a gypsum stack at Mosaic's New Wales fertilizer phosphate plant in Polk County and it was reported that wastewater from the stack seeped into the Floridan aquifer.

Additionally, in regards to the New Wales facility, on April 6, 2018, DEP deemed Mosaic's wastewater permit renewal application for its New Wales Closed North Phosphogypsum Stack complete and estimated that a draft permit would be issued by May 31, 2018.

### Mosaic Fertilizer, LLC- Thompson Grove/Mott Parcels

On April 25, 2018, DEP issued Environmental Resource Permit Number MMR\_146465\_046 ("ERP") to Mosaic for its project site known as the Thompson Grove Parcel. The project includes a previously mined and disturbed 11.3-acre Thompson Grove parcel and a separate 0.9-acre area known as the Mott Parcel. Mosaic applied to DEP on March 2, 2018 for reissuance of the Thompson Grove Permit (originally issued on July 2, 1999) because the construction phase of the permit expired prior to completion of work



within the parcels. Nine acres adjacent to a clay settling area ("SFM-4 CSA") were previously reclaimed and those nine acres were reconnected prior to the ERP expiring; however, the reclamation had not been released by DEP. The project will allow for complete reclamation of the SFM-4 CSA, which will entail the restoration of 2.3 acres of SFM-4 CSA to be reclaimed as pastureland in addition to allowing the previously reclaimed area to be released.

The project sites are located in the Mosaic South Fort Meade Mine east of the Peace River and north of County Line Road in Polk County. The Thompson Grove parcel is bordered by Mosaic's South Fort Meade-Polk County Mine, which is located just south of the Polk/Hardee County line, northeast of Wauchula, and mostly east of the Peace River in Polk County.

### Mosaic Fertilizer, LLC- Four Corners Mine

On May 10, 2018, DEP gave notice of a permit revision (Permit No. FL0036412) ("Notice") for Mosaic's Four Corners Mine. On March 29, 2018, Mosaic submitted a request for a minor permit revision to authorize the transfer of property (approximately 5,477 acres) which was previously associated with the planned Ona Mine in western Hardee County, to Mosaic's Four Corners Mine. This property addition brings the total Four Corners Mine footprint to approximately 47,361 acres. The modification explains that matrix (from newly permitted property west of Horse Creek associated with the prior planned Ona Mine) and associated mine water will be transferred across Mosaic's Wingate and Fort Green properties to the Four Corners beneficiation plant for processing.



The Notice states that the property transfer is not expected to affect the surface water discharge quality or quantity and that the modification will not change any effluent limitations or monitoring requirements as authorized by NPDES Permit No. FL0036412. Existing outfall (D-002) of this project is permitted to discharge to Payne Creek, a tributary of the Peace River [Class III waters].

#### City of Arcadia- William Tyson WWTP

On April 23, 2018, DEP issued a compliance assistance offer letter to City of Arcadia regarding its William Tyson Wastewater Treatment Facility ("WWTF"). The letter states that an enforcement reconnaissance inspection was conducted at the facility on July 26, 2017 and a file review was performed on March 28, 2018. During the inspection and file review, it was noted that the facility was potentially "significant-out-of-compliance" and the purpose of the letter is to offer compliance assistance as a means of resolving these matters. Specifically, the facility was found to be out-of-compliance regarding the following areas: records and reports, facility site review, operation and maintenance, effluent quality, and groundwater quality. The City of Arcadia must respond in writing within 15 days of receipt of the letter and the response must: 1) describe what has been done to resolve the non-compliance issue or provide a schedule describing how/when the issues will be addressed; 2) provide the requested information, or information that mitigates the concerns or demonstrates them to be invalid; or 3) arrange for the case manager to visit your facility to discuss the items of concern.



The William Tyson WWTF has a permit authorizing discharge to waters of the state under a NPDES permit and to discharge effluent from Outfall D-001 to the Peace River [a Class III water].

### Estech, Inc.- Agricola Closed Gypsum Stack

On April 26, 2018, DEP received an application for permit renewal (Permit No. FL0160083) from Estech, Inc. for its Agricola Closed Gypsum Stack in Polk County, Florida. The permit renewal application is for discharge of non-process wastewater to surface waters (Hookers Prairie) and discharge of non-process water to groundwater. Also included in the application is an updated cost estimate for long-term care and monitoring of the closed gypsum stack. The Agricola Closed Gypsum Stack appears to be located right on or just outside of the western boundary of the Peace River Watershed in Polk County.

### **Charlotte County Utilities- Consent Order regarding sanitary sewer overflows**

On March 15, 2018 DEP issued a letter to Charlotte County Utilities stating that Consent Order (OGC Case No. 18-0036) was entered and became effective as of that date. On February 28, 2018, DEP and Charlotte County Utilities had executed the Consent Order to resolve violations identified in DEP's October 20, 2017 Warning Letter regarding sanitary sewer overflows ("SSO") during Hurricane Irma at Charlotte County Utilities' Eastport Water Reclamation Facility ("WRF") (FL0040291), Burnt Store Wastewater Treatment Plant ("WWTP") (FLA014083), and Rotonda West WRF (FLA014098). In the Consent Order, DEP determines that 500,000 gallons of reuse quality water and 122,200 gallons of untreated wastewater were discharged, the majority of which entered surface



waters through the stormwater system. The Consent Order sets forth several correction actions that Charlotte County Utilities must take within the time periods stated in the Consent Order to address SSOs.

### Stillwater Preserve Development, LLC- Water Use Permit

On May 8, 2018, the Southwest Florida Water Management ("SWFWMD") issued a new water use permit ("WUP") (Permit No. 20745.000) to Stillwater Preserve Development, LLC. The WUP is for the Streamsong project, which is a Mosaic project (the permit file includes a delegation of authority between Mosaic and Stillwater Preserve Development, LLC for permitting application renewals for water use from 2012 until cancelled). The permit is for a new water use with an average allocation of 1.06 million gallons per day ("mgd"), and peak month allocation of 2.44 mgd, for landscape/recreation and public supply uses. The water use is located in Polk and Hardee Counties, in the Southern Water Use Caution Area and Peace River Basin.

### **City of Bradenton- Water Use Permit**

On April 20, 2018, SWFWMD received an application for renewal of a WUP (Permit No. 6392.006) from the City of Bradenton. The WUP renewal requests an increase in allocation, requesting an average allocation of 8.87 mgd (previously 6.95 mgd) and peak month allocation of 14.81 mgd (previously 8.13 mgd). The WUP is for public supply uses and is located in Manatee County, in the Southern Water Use Caution Area, Most Impacted Area and Manasota Basin.



## Kelly Family Holdings, LLC- Water Use Permit

On April 30, SWFWMD gave notice of proposed agency action proposing approval of Kelly Family Holdings, LLC's application for modification of a WUP (Permit No. 2588.012). The WUP modification proposes an increase in allocation, authorizing an average allocation of 1.04 mgd (previously 0.704 mgd) and peak month allocation of 2.63 mgd (previously 2.49 mgd). The WUP is for agricultural and landscape/recreation uses and is located in Charlotte County, in the Southern Water Use Caution Area and Peace River Basin.