

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

**AGENDA
April 3, 2019 @ 9:30 a.m.**

Manatee County Administration Center
Patricia M. Glass 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 www.regionalwater.org. Persons with disabilities who need assistance may call (941) 316-1776 at least two business days in advance to make appropriate arrangements. No Stenographic record by a certified court reporter is being made of this meeting. Accordingly, any person who may seek to appeal any decisions involving the matters noticed herein will be responsible for making verbatim record of the testimony and evidence at this meeting which may be necessary to appeal such decisions.

BOARD OF DIRECTORS

Commissioner Alan Maio, Sarasota County, Chairman
Commissioner Elton 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.

ELECTION OF OFFICERS

General Counsel Doug Manson

RESOLUTIONS/PRESENTATIONS

1. Florida Department of Environmental Protection 2018 Drinking Water Plant Operations Excellence Award
2. Leadership Manatee Program Certificate – Kevin Morris
3. Water Conservation Campaign

CONSENT AGENDA

1. Minutes of February 6, 2019 Board of Directors Meeting
2. Resolution 2019-02 'Recognition of the Month of April as Water Conservation Month'

3. Resolution 2019-03 'Recognition of National Drinking Water Week'
4. First Amendment to Agreement 17CF0000379 between SWFWMD and PRMRWSA for the Regional Integrated Loop System Phase 3B Interconnect
5. Award Contracts for Purchase of Water Treatment Chemicals
6. Award Contract for Sludge Loading and Hauling
7. First Amendment to Lease Agreement between Peace River Manasota Regional Water Supply Authority (Successor Landlord) and Kerkering, Barberio & Co. and KB Pension Services, Inc.
8. Amendment to Continuing Services Contracts to Conform to Authority Procurement Policy (as amended December 5, 2018)
9. Declaration of Surplus

REGULAR AGENDA

1. Water Supply Conditions – Staff Presentation

GENERAL COUNSEL'S REPORT

1. Peace River Facility Water Use Permit

EXECUTIVE DIRECTOR'S REPORT

1. Legislative Session - Update

ROUTINE STATUS REPORTS

1. Hydrologic Conditions Report
2. Check Registers for January and February 2019
3. Regional Integrated Loop System Phase 3B Interconnect Project [SR 681 to Clark Road]
4. Regional Integrated Loop System Phase 1 Interconnect [U.S. 17 to Punta Gorda]
5. Partially Treated Water Aquifer Storage & Recovery
6. Peace River Facility Aquifer Storage & Recovery Operating Permit Renewal
7. Water Supply Master Plan 2020
8. Maintenance Facility & Warehouse Construction
9. 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

Authority Board Workshop immediately following in the Osprey Room

Friends of Peace Water, Inc. Annual BBQ
Friday, May 10, 2019 @ 11:30 a.m. – Peace River Facility

Next Authority Board Meeting

Wednesday, May 29, 2019 @ 9:30 a.m.
Sarasota County Administration Center
Commission Chambers

1660 Ringling Boulevard, Sarasota, Florida

Future Authority Board Meetings

July 31, 2019 @ 9:30 a.m. – DeSoto County Administrative Building, Arcadia, Florida

October 2, 2019 @ 9:30 a.m. - Charlotte County Administration Center, Port Charlotte, Florida

December 4, 2019 @ 9:30 a.m. – Manatee County Administrative Center, Bradenton, FL

ADJOURNMENT

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

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
April 3, 2019

RESOLUTIONS/PRESENTATIONS
ITEM 1

‘2018 Drinking Water Plant Operations Excellence Award’
Presented by Florida Department of Environmental Protection

Each year the Florida Department of Environmental Protection (DEP) presents awards to drinking water facilities around the state that demonstrate excellence in operation, maintenance, innovative treatment or other special achievements. These awards are presented to recognize facilities that demonstrate a special commitment to excellence in management through dedicated professionalism.

Awards are presented to one facility in each of the DEP’s six districts. This year, the DEP has selected the Peace River Facility to receive their ‘2018 Drinking Water Plant Operations Excellence Award’ in recognition of outstanding treatment plant operation, maintenance and compliance.

Presenting on behalf of FDEP:

Mr. Terry Cerullo, Ombudsman, FDEP South District Office

Mr. Ryan Snyder, Environmental Manager, FDEP South District Office

FOR MEDIA INFORMATION

Patrick Lehman, P.E. Executive Director
Peace River Manasota Regional Water Supply Authority
PLehman@regionalwater.org
(941) 316-1776

Florida DEP Presents Plant Excellence Award to Peace River Facility

The Florida Department of Environmental Protection presented their 2018 Plant Operations Excellence Award to the Peace River Manasota Regional Water Supply Authority at the annual Focus on Change Seminar in Punta Gorda recently. “DEP recognizes their outstanding commitment to providing outstanding service to their customers and the environmental benefits of exceptional performance,” said DEP South District director Jon Iglehart in congratulating the awardees. “We are working together to protect Florida’s natural resources.

Each year, DEP presents awards to drinking water facilities around the state that demonstrate excellence in operation, maintenance, innovative treatment, waste reduction, pollution prevention, recycling or other achievements. These awards recognize facilities that demonstrate a special commitment to excellence in management through dedicated professionalism and that have an impeccable history of record-keeping compliance.

The department this award to a total of only eight drinking water facilities statewide. “This award is a tribute to our staff that works 24 hours a day, 7 days a week to provide our region with a safe and reliable drinking water supply around the clock,” said Patrick Lehman, executive director of the Authority. The Authority provides over 25 million gallons per day of drinking water for distribution to residents and businesses in Charlotte, DeSoto and Sarasota counties.



DEP South District Director Jon Iglehart (second from left) presents the 2018 Plant Operations Excellence Award to Richard Anderson, Mike Chell and Sam Stone representing the Peace River Manasota Regional Water Supply Authority.

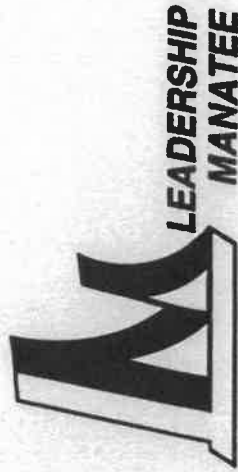
***PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
April 3, 2019***

**RESOLUTIONS/PRESENTATIONS
ITEM 2**

Leadership Manatee Program Certificate - Kevin Morris

Kevin Morris has successfully completed the Leadership Manatee Program sponsored by the Manatee Chamber of Commerce. The program consists of a comprehensive series of lectures, discussions and field trips designed to expose current and emerging community leaders to the present and future needs of Manatee County. He has also been appointed to a 3-year term on the Junior Leadership Manatee Board of Directors working with local high school students who will become leaders of tomorrow.

CERTIFICATE OF COMPLETION



This Is To Certify That

Kevin Morris

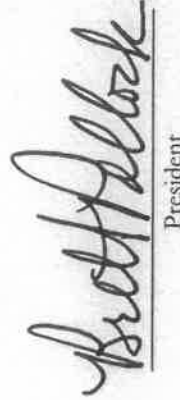
has successfully completed the annual Leadership Manatee Program, a comprehensive series of lectures, discussions and field trips designed to expose current and emerging community leaders to the present and future needs of Manatee County, Florida.



2018-2019


Chairman
Manatee Chamber of Commerce


Chairman
Leadership Manatee


President
Bradenton Kiwanis Club



RICK SCOTT
GOVERNOR

January 3, 2019

Mr. Kevin Morris
Member
Manatee Chamber of Commerce Leadership Class 2019

Dear Mr. Morris:

Congratulations on your membership to the Manatee Chamber of Commerce's Leadership Class of 2019. Floridians like you are helping make our state the best place in the world to raise a family, have a great career and enjoy a life full of opportunity.

Over the last eight years, we have recovered from a recession and rebuilt a strong and resilient economy that attracts businesses from all industries to create great jobs for Floridians. Every Floridian can be proud of our state's incredible success, which has now driven down unemployment to just 3.4 percent – the lowest it has been since January 2007. Today, with nearly 1.7 million jobs created since December 2010, we all see the importance of continuing to cut taxes and attract companies to Florida so people can live their dreams and support their families in the Sunshine State.

To help secure Florida's future as the best place for families and job creators to succeed, we have cut taxes by more than \$10 billion, including \$550 million this year. Also, with Floridians' approval this year of a constitutional amendment I fought for, it will be harder in the future for politicians in Tallahassee to raise taxes. I am proud of the work we have done to encourage job growth, and we will not stop working until Florida is the best place in the nation to succeed.

Thank you for helping make sure every family has the opportunity to succeed here in the Sunshine State. Please let me know your ideas for how we can continue to fight to secure Florida's future.

Sincerely,

A handwritten signature in black ink, appearing to read "Rick Scott".

Rick Scott
Governor



Board Assignments

Leadership Manatee Board of Governors

Cassandra Burns

Jr. Leadership Manatee Board

Kevin Morris
Jonathan Mullis
Jason Osborne
Karen Rutherford
Kay-lynn Taylor

Leadership Manatee Alumni Association Board

Cheryl Albright
Chad Choate, III
Christi Haley
George Kruse
Michael Wood

***PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
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April 3, 2019***

**RESOLUTIONS/PRESENTATIONS
ITEM 3**

Water Conservation Campaign

The month of April is designated as 'Water Conservation Month'. In accordance with the Authority's Strategic Plan to be a leader in water advocacy we are introducing 'Otter Savewater' to promote the value of water to the public and business community to build understanding and investment in our water supply.

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
April 3, 2019

CONSENT AGENDA
ITEM 1

Minutes of February 6, 2019 Board of Directors Meeting

Recommended Action -

Motion to approve minutes of February 6, 2019 Board of Directors meeting.

Draft minutes of the February 6, 2019 Board of Directors meeting are provided for Board approval.

Attachments:

Draft Minutes of February 6, 2019 Board of Directors Meeting

Minutes of Board of Directors Meeting
PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
Peace River Facility
Water Quality Training Facility
8998 SW County Road 769, Arcadia, Florida

February 6, 2019

Board Members Present:

Commissioner Alan Maio, Sarasota County, Chairman
Commissioner JC Deriso, DeSoto County, Alternate
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 & 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 the meeting to order at 9:30 a.m.

Commissioner Maio announced Commissioner Elton Langford's absence and welcomed Desoto County alternate, Commissioner JC Deriso.

INVOCATION

Douglas Manson offered the invocation.

PLEDGE OF ALLEGIANCE

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

PUBLIC COMMENTS

Public comments were made by Neil Combee & Charles Clark representing the Peace River Ranch LLC regarding a potential future surface water storage area in the upper portion of the Peace River Basin in Polk County.

ELECTION OF OFFICERS

Doug Manson, General Counsel, discussed the process for Election of Officers and indicated that an option is to keep the current officers in place and postpone the election until the next scheduled Board meeting on April 3, 2019 given Commissioner Langford's absence from today's meeting.

Motion was made by Commissioner Trace, seconded by Commissioner Doherty, to postpone the Election of Officers until the April 3, 2019 Board of Director's meeting. Motion was approved unanimously.

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

The Authority recognized staff member Tim Pittman, Mechanic II, for his dedicated service upon reaching his 5-year longevity milestone.

2. Recognition of State Champion BBQ Team

The Authority BBQ team of Sean Lewis, Tim Pittman and Don Morton were recognized for their time and great effort put forth in participating and winning both the best pulled pork and best overall BBQ championship awards at the recent annual conference of the Florida Section of the American Water Works Association (FSAWW).

CONSENT AGENDA

Commissioner Doherty requested Consent Item 8 be removed for discussion.

- 1. Approve Minutes of December 5, 2018 Board of Directors Meeting.**
- 2. Approve Minutes of December 19, 2018 Board of Directors Special Meeting.**
- 3. Year-End Financial Status and Semi-Annual Investment Reports for FY 2018**
 - a. Receive and File Year-End Financial Status Report for FY 2018**
 - b. Receive and File 'Semi-Annual Investment Report' [September 30, 2108]**
- 4. Renew Peace River Facility Property insurance with Starr Tech/ACE for an annual premium of \$247,386 for the upcoming year March 1, 2019 thru March 1, 2020).**
- 5. Approve and authorize Executive Director to execute correspondence withdrawing the Authority's FY 2020 SWFWMD Co-Funding Application for Partially Treated Water Aquifer Storage and Recovery Project.**
- 6. Approve and authorize Executive Director, or designee, to execute the Contract for 'Phase 2 River Intake Dredge Project' for an amount not-to-exceed \$773,169 with Marine Contracting Group Inc.**
- 7. Approve and authorize Executive Director to execute novation of existing contract from Leggette, Brashears and Graham, Inc. to WSP USA.**
- 8. Approve Resolution No. 2019-01 Authorizing the Issuance of a Bank Note Not-To-Exceed \$2,000,000.**

Motion was made by Commissioner Doherty, seconded by Commissioner Trace, to approve the Consent Agenda, with the exception of Item 8. Motion was approved unanimously.

8. Resolution No. 2019-01 Authorizing the Issuance of a Bank Note Not-To-Exceed \$2,000,000

Commissioner Doherty asked for an information as to why the Lakewood Ranch building acquisition was being handled in this manner, rather than just going for a regular mortgage and securing the loan with the property that is being purchased.

Mr. Manson explained that government entities are prohibited from putting a lien or a mortgage on specific pieces of property that they own. A revenue note, which is essentially what this resolution is for, is subordinate to our bond holders and secures the line of credit.

Commissioner Doherty asked for further clarification on the fundamental acquisition of the property. Recognizing that we are not using the entire building and there is a tenant involved, is being a landlord something that the Authority is authorized to do?

Mr. Manson stated that yes, specifically in the language of the interlocal agreement which was mimicking the language of state statute 160 pertaining to special districts and also included in state statute 373 regarding water supply authorities, we are allowed to lease and be a lessor.

Commissioner Doherty stated that he understood and appreciated all of the information. However, he will be obligated to vote no on this item.

Motion was made by Commissioner Trace, seconded by Commissioner Deriso to approve Consent Item 8, Resolution No. 2019-01 Authorizing the Issuance of a Bank Note Not-To-Exceed \$2,000,000. Motion was approved three-to-one with Commissioner Doherty voting no.

REGULAR AGENDA

1. Water Supply Conditions – Staff Presentation

Richard Anderson presented the Water Supply Conditions at the Peace River Facility as of January 20, 2019.

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

January Water Demand	26.22 MGD
January River Withdrawals	24.63 MGD
<u>Storage Volume:</u>	
Reservoirs	6.83 BG
ASR	<u>7.81 BG</u>
Total	14.64 BG

Rainfall in the Peace River basin from October through January was about 12-inches – twice the historical average for that period

Mr. Anderson reviewed the historical monthly Peace River flow for the past 3 years. He stated that current river flows are about 1,000 CFS which is well above normal for the month of January. Currently

the Authority is only withdrawing 26 to 30 MGD from the river, which is enough to keep reservoir storage full

Reservoir storage as of yesterday is right at 6.8 BG. Mr. Anderson stated that the ASR system is still in storage mode with over 7.8 BG in storage.

Mr. Anderson said the Authority and its customers have about 105 MGD in average day production capacity. In the month of December, 26 MGD was delivered by the Authority and 46.5 MGD was produced by Authority customers for a total regional production of 69.15 MGD. Of that amount, about 3.5 MGD was exported to non-Authority customers. This makes the total water demand for Authority Customers approximately 65.6 MGD for the month.

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

Commissioner Doherty stated that he would like to see the net usable amount of water in the reservoir and the ASR system reported every meeting if possible. Assuming these volumes are calculated using the entire cross section of the facilities, and knowing that we would never withdrawal the reservoirs down to the bottom, what does that realistically equate to in total usable amount?

Mr. Anderson agreed that the reports can be updated to include this requested information.

2. Solar Together – an FP&L Shared Solar Program

Richard Anderson presented the Board with an overview of the ‘Solar Together Program’ being offered Florida Power & Light.

The program is designed to allow existing FPL Commercial/Industrial customers participation in large scale solar projects currently being planned and constructed by FPL. The subscription-based program offers customers the opportunity to purchase a solar subscription at a long-term monthly fixed cost. In exchange for the monthly fixed cost investment in FPL’s solar program, participants receive a monthly bill credit that increases over time. The estimated simple payback period is projected to be 5-7 years.

The Authority is currently pre-registered for the program, which reserves our opportunity to enter the program while maintaining our option to leave the program without penalty. The program is scheduled for PSC approval in 2019 and implementation in early 2020.

Commissioner Doherty asked if the process for starting the program has begun and if we knew whether or not FPL had filed their PSC petition yet. Also, if there were any other milestone dates where PSC would have hearings or workshops to update everyone on progress between now and the projected program start date.

Mr. Anderson stated that the FPL timeline shows putting the petition paperwork together now and filing it by March 1st. He said he was unaware of any other specific milestone dates, but would stay on top of that.

Commissioner Maio asked for confirmation that once PSC finishes their part, our staff will be bringing this program option back to the Board of Directors for a vote before final opt in.

Mr. Anderson confirmed that yes that is the planned course of action.

3. ASR Operations Permit Application Update

Mike Coates provided the Board with an update on the progress of the Authority's application to renew and modify the Aquifer Storage and Recovery system (also known as ASR) operations permit.

On February 19, 2018 the Authority filed a timely application with the FDEP for renewal and modification of the Peace River Facility ASR Operations Permit, which was set to expire in April 2018. The permit application requested authorization to continue use of fully treated drinking water for recharge and storage in ASR Wellfield 1, and use of either fully treated drinking water or partially treated surface water (at the Authority's option) from the reservoir system in ASR Wellfield 2. The use of partially treated water from the reservoir for recharge and storage was supported by results from a pilot testing program (completed in January 2018) conducted at ASR Wellfield 2.

Mr. Coates explained to the Board that he expected to have more to report today on this project – but the permitting process is moving slowly. The Authority has been through multiple meetings, completed the required information submittals, and the FDEP declared the application complete in mid-October 2018. At this point we have been informed that the FDEP is awaiting a meeting with the USEPA to discuss ASR and other issues, and until that meeting takes place – there will not be any action taken on our permit application. In the meantime, we remain able to operate under the existing permit.

Commissioner Doherty asked for clarification as to who is taking the lead for us in the EPA - FDEP discussions.

Mr. Coates stated that the Authority is not involved in those discussions because they are just between the US EPA and the FDEP and related to broad policy issues.

Commissioner Trace stated for the record that she is still opposed to putting non-treated water down into the ground. She continued that she has no problem with trying to see what the state has to say on the matter, but she's not sure that one- or two-years' worth of research on the matter is enough.

4. Comprehensive Annual Financial Report and Independent Auditors' Report

Ann Lee provided the Board with a presentation outlining the financials for Fiscal Year 18 and reviewed the Agency's decision to present these financials as part of a Comprehensive Annual Financial Report (CAFR) this year.

Ms. Lee explained that a CAFR is a detailed presentation of the agency's financial condition. The report is regulated by standards as set forth by the Governmental Accounting & Standards Board (GASB), and it is intended to provide a wide variety of information in order to assist in the understanding of the basic financial statements.

Ms. Lee stated that the GFOA offers a certificate program for submittal of an agency's CAFR called the Certificate of Achievement for Excellence in Financial Reporting. The program is intended to encourage & assist agency's with preparing comprehensive annual financial reports that evidence the spirit of transparency and full disclosure, and then to recognize individual governments that succeed in achieving that goal.

The firm of Purvis Gray & Company completed the annual audit of the Authority's financial records for the fiscal year ending September 30, 2018. There were no matters involving the internal control over financial reporting or significant deficiencies in operation noted in the audit that would be considered a material weakness.

Ms. Lee stated that the staff recommends the Board ‘receive and file’ the Comprehensive Annual Financial Report and Independent Auditors’ Report of the Authority for period ending September 30, 2018, and approve its submittal to the GFOA Certificate of Achievement for Excellence in Financial Reporting Program, pending the changes related to GASB 68 & 75.

Motion was made by Commissioner Doherty, seconded by Commissioner Trace, to receive and file ‘Peace River Manasota Regional Water Supply Authority FY 2018 Comprehensive Annual financial Report and Independent Auditor’s Report’ as submitted and approve its submittal to the GFOA Certificate of Achievement for Excellence in Financial Reporting Program, pending the changes related to GASB 68 & 75..

5. Budget Process for FY 2020

Ms. Lee reviewed the process and schedule for the preparation of the budget for FY 2020 for Board consideration and direction:

Schedule for FY 2020 Budget	
Date	Event
February 26, 2019	Authority Board Meeting – Budget Process
April 3, 2020	Authority Board Meeting – Adopt FY 2020 Tentative Budget
May 29, 2019	Authority Board Meeting
July 31, 2019	Authority Board Meeting – Public Hearing and adoption of FY 2020 Budget

The budget principles of the Authority include making sure we meet MWSC obligations [34.7 MGD]; meeting the Customer water demand projections for FY 2020 and planning for long term water demands; investing to maintain infrastructure; maintain financial stability/bond ratings; and maintaining reasonable water rates.

Ms. Lee discussed the items considered during the budget preparation for FY 2020. This includes: operating treatment costs; staffing; budget priorities and CIP initiatives.

Commissioner Doherty recommended a special meeting or workshop on the budget. He stated that he was aware of the upcoming planned administrators meeting on February 22nd and wondered if another meeting between that one and the next regularly planned Board Meeting on April 3rd where the tentative budget is expected to be reviewed would be helpful. Commissioner Doherty then said it would probably be best to hold off on a vote for this until the next agenda item was presented.

6. CIP Funding Update and Discussion

Mike Coates along with Eric Grau and Mike Burton of Stantec Consulting continued policy discussions regarding funding options for the Authority’s CIP projects, classification of various types of CIP projects, and how new connections to the regional water supply system will be accomplished and cost-shared. At the December 5, 2018 Board meeting Authority staff received direction to meet with the Customers and their rate consultants to discuss these issues, and a meeting was held with Customers Professional Staff and Customers rate consultants on January 9, 2019 to advance those discussions. Mr. Coates and Mr.

Grau summarized the previously presented materials on these issues, reviewed what was learned from the January 9th meeting, and solicited Board direction and preferences for further discussion on these issues at the scheduled February 22, 2019 meeting with the County and City Administrators.

Commissioner Doherty commented that he has talked to the Charlotte County Utility Director and Administrator, and as a whole the county does not use capacity fees. In fact, a public hearing is being held next week to consider raising rates. He stated that defining what the Authority needs and when they need it as quickly as possibly will help Charlotte in determining their own CIP.

Commissioner Maio stated that he feels like the workshop that Commissioner Doherty mentioned is important because he has no intention of getting ahead of his own Board in his role with the Authority. He said that he has his own personal opinion on rate indexing which is probably going to be positive as he does not want to see big jumps but what we tie that rate indexing to is the next big question. A water distribution system development fee is going to be a subject of a great deal of discussion when he gets in front of his Board, and he would like to have follow-up discussions with his County Administrator, Utilities Director and his staff.

Commissioner Doherty agreed and stated that he thinks that the Authority and consultants are heading in the right direction. Breaking out the debt component from the base makes some sense but that would be a decision of his full Board. Commissioner Doherty asked if this can be done as Board policy – defining common benefits projects and the methodology.

Mr. Manson replied that it depends on the specifics of what we are looking to do. There is a lot of latitude within the master water supply contract, such as how you do budgeting and how you charge things, but there are also some limitations. So, we would have to look at a specific proposal to see if we would need to amend the contract or if it is something the Board can implement by policy.

Commissioner Doherty asked that Mr. Manson and Mr. Lehman get together before the workshop in April and come back with the items that may require amendment of the master water supply contract.

Mr. Lehman stated that we have an administrators meeting set for February 22nd to discuss these issues and what we have heard today. The next Board meeting is April 3rd and our governing documents call for a tentative budget by May 15th. We also have a Board meeting on May 29th. Mr. Lehman asked General Counsel, if it's an option to push that tentative budget delivery to the May 29th meeting to allow the Board time to consult with their staff and allow time for a workshop along with the April 3rd Board meeting?

Mr. Manson replied that the Board has the option to push the tentative budget meeting to the May 29th meeting.

The Board gave consensus to move the FY 2020 tentative budget meeting to the May 29th Board meeting.

GENERAL COUNSEL'S REPORT

1. Peace River Facility Cooperation Settlement Agreement Update

The Authority Board of Directors approved the Peace River Cooperation Settlement Agreement on December 19, 2018. The boards of the other litigants have also approved the agreement. Mr. Manson explained that the next step is that the SWFWMD at their February 26th meeting will consider approval of

the modification of the permit that all the parties agreed to Mr. Manson noted that there are pending talks and a draft interlocal between the Authority, the Co-op and potentially Lakeland. The language for the interlocal is expected to be available for our Board at our April 3rd meeting. This is not a requirement of the settlement agreement; this is to build cooperation going forward to avoid what we ran into here and to share resources on the protection of the Peace River.

EXECUTIVE DIRECTOR’S REPORT

1. Legislative Update

Mr. Lehman provided the Board with a legislative update. Authority staff has attended and presented at all four county delegation meetings, as well as in Tallahassee. Senator Grant and Senator Albritton are sponsoring our request for state appropriation of \$1M for the Partially Treated Water ASR Project.

Mr. Lehman also announced that we recently received a letter from the DEP, and he is proud to say that we will receive the 2018 Drinking Water Operations Excellence Award.

ROUTINE STATUS REPORTS

There were no Board comments on routine status reports.

BOARD MEMBER COMMENTS

There were no Board member comments.

PUBLIC COMMENTS

There were no additional public comments.

ANNOUNCEMENTS

Next Authority Board Meeting
Wednesday, April 3, 2019 @ 9:30 a.m.
Manatee County Administration Center
Patricia M. Glass Commission Chambers
1112 Manatee Ave. West, Bradenton, FL

Future Authority Board Meeting
Wednesday, May 20, 2019 @ 9:30 a.m.

ANNOUNCEMENTS

There being no further business to come before the Board, the meeting adjourned at 11:35 a.m.

Chairman

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
April 3, 2019

CONSENT AGENDA
ITEM 2

Resolution 2019-02
‘Recognition of the Month of April as Water Conservation Month’

Recommended Action -

Motion to approve Resolution 2019-02
‘Recognition of the Month of April as Water
Conservation Month’.

By adoption of this resolution, the Authority will be joining with the State of Florida, water management districts, local governments and water-related organizations in recognizing the importance of water conservation in sustaining the water resource.

Attachments:

Resolution 2019-02 ‘Recognition of the Month of April as Water Conservation Month’

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

Resolution 2019-02

**RECOGNITION OF THE MONTH OF APRIL
AS WATER CONSERVATION MONTH**

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, water is a basic and essential need and critical issue facing Florida as it strives to maintain economic prosperity through residential growth, tourism, agriculture and construction; and,

WHEREAS, demands on natural supplies of fresh water to meet the needs of a growing population and the needs of the environment, agriculture and industry will continue to increase; and,

WHEREAS, the State of Florida, Southwest Florida Water Management District, Authority and local governments are working together to increase awareness about the importance of water conservation; and,

WHEREAS, the State of Florida has designated April, typically a dry month when water demands are most acute, Florida's Water Conservation Month, to educate citizens about how they can help save Florida's precious water resources; and,

WHEREAS, the Authority and its member counties encourage and support water conservation and efficiency through various educational programs and special events; and,

WHEREAS, every business, industry, school and citizen can make a difference when it comes to water conservation and thus promote a healthy economy and community.

NOW, THEREFORE, BE IT RESOLVED, by the Peace River Manasota Regional Water Supply Authority Board of Directors that the month of April is proclaimed as 'Water Conservation Month' and is calling upon each citizen and business to help protect our precious resource by practicing water saving measures and becoming more water efficient.

Done at Bradenton, Florida this Third day of April 2019.

Attest:

Peace River Manasota
Regional Water Supply Authority

Patrick J. Lehman
Executive Director

Commissioner _____
Chairman

Approved as to Form:

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

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
April 3, 2019

CONSENT AGENDA
ITEM 3

Resolution 2019-03 ‘Recognition of National Drinking Water Week’

Recommended Action -

Motion to approve Resolution 2019-03 ‘Recognition of National Drinking Water Week’.

The importance of water is too often overlooked. Safe drinking water is the lifeblood of our communities yet few people understand the true value of what comes from their tap. The Authority is pleased to take this opportunity with the American Water Works Association to remind everyone that a reliable water system is essential to their everyday life by proclaiming May 5-11, 2019 as ‘National Drinking Water Week’.

Attachments:

Resolution 2019-03 ‘Recognition of National Drinking Water Week’

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

Resolution 2019-03

RECOGNITION OF NATIONAL DRINKING WATER WEEK

The Peace River Manasota Regional Water Supply Authority, created pursuant to Chapter 373.1962, Florida Statutes (subsequently reenacted as Section 373.713), and interlocal agreement pursuant to Chapter 163.01, *et seq.*, Florida Statutes, in lawful session and in regular order of business properly presented, finds that:

WHEREAS, water is our most valuable natural resource; and,

WHEREAS, drinking water is a basic and essential need for the health, safety and welfare of the public; and,

WHEREAS, our standard of living and economic prosperity depends upon a safe and reliable water supply that is sustainable and protective of our natural resources; and,

WHEREAS, a reliable, sustainable, safe and affordable drinking water supply is critical in supporting our economic growth and quality of life now and for future generations; and,

WHEREAS, all citizens of our communities are called upon to be good stewards in protecting our source waters from pollution, to practice water conservation, and to get involved in local water issues.

NOW, THEREFORE, BE IT RESOLVED, by the Authority Board of the Peace River Manasota Regional Water Supply Authority that May 5-11, 2019 is proclaimed as 'National Drinking Water Week'.

Done at Bradenton, Florida this Third day of April 2019.

Attest:

Peace River Manasota
Regional Water Supply Authority

Patrick J. Lehman
Executive Director

Chairman

Approved as to Form:

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

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
April 3, 2019

CONSENT AGENDA
ITEM 4

**First Amendment to Agreement between SWFWMD and PRMRWSA for Regional
Integrated Loop System Phase 3B Interconnect**

Recommended Action -

Motion to ratify First Amendment to Agreement between the Southwest Florida Water Management District and Peace River Manasota Regional Water Supply Authority for PRMRWSA Integrated Loop System Phase 3B Interconnect.

The Southwest Florida Management District (SWFWMD) issued funding Agreement No. 17CF0000379 effective February 1, 2016 for the Regional Integrated Loop System Phase 3B Interconnect. The SWFWMD has issued the First Amendment providing the continued funding of the project based on the review of the 30% design documents. The amendment extends the contract period and increases project funding to \$8,100,000 of the \$16,700,000 total project estimated cost.

Budget Action: None.

Attachments:

Tab A First Amendment to Agreement No. 17CF0000379

Tab B Agreement No. 17CF0000379

TAB A
First Amendment to Agreement No. 17CF0000379



An Equal Opportunity Employer

Southwest Florida Water Management District

2379 Broad Street, Brooksville, Florida 34604-6899
(352) 796-7211 or 1-800-423-1476 (FL only)
WaterMatters.org

Bartow Office
170 Century Boulevard
Bartow, Florida 33830-7700
(863) 534-1448 or
1-800-492-7862 (FL only)

Sarasota Office
6750 Fruitville Road
Sarasota, Florida 34240-9711
(941) 377-3722 or
1-800-320-3503 (FL only)

Tampa Office
7601 U.S. 301 North (Fort King Highway)
Tampa, Florida 33637-6759
(813) 985-7481 or
1-800-836-0797 (FL only)

**Peace River Manasota
Regional Water Supply Authority**

FEB 25 2019

RECEIVED

- Jeffrey M. Adams**
Chair, Pinellas
- Ed Armstrong**
Vice Chair, Pinellas
- Bryan K. Beswick**
Secretary, DeSoto, Hardee,
Highlands
- Michelle Williamson**
Treasurer, Hillsborough
- H. Paul Senft, Jr.**
Former Chair, Polk
- Randall S. Maggard**
Former Chair, Pasco
- John Henslick**
Manatee
- James G. Murphy**
Polk
- Kelly S. Rice**
Citrus, Lake, Levy, Sumter
- Joel Schleicher**
Charlotte, Sarasota
- Rebecca Smith**
Hillsborough, Pinellas
- Mark Taylor**
Hernando, Marion
- Scott Wiggins**
Hillsborough
- Brian J. Armstrong, P.G.**
Executive Director

February 18, 2019

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

Subject: PRMRWSA Regional Integrated Loop System Phase 3B
Project No. N823
Agreement No. 17CF0000379
Amendment #1

Dear Mike Coates:

Enclosed is one fully executed original of the Amendment #1 for the Agreement No. 17CF0000379 between the Southwest Florida Water Management District (District) and Peace River/Manasota Regional Water Supply Authority, for the subject project.

Please accept this letter as your written Notice to Proceed.

If you have any questions, please contact John Ferguson at the Brooksville office, extension 4871.

Sincerely,

Rachelle Jones

Rachelle Jones
Procurement Specialist
Procurement Section
Finance Bureau

Enclosures (1)
cc: John Ferguson
S. Tarokh, PAB
Records (Contract File)

FIRST AMENDMENT
TO AGREEMENT BETWEEN THE
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND
PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
FOR
PRMRWSA REGIONAL INTEGRATED LOOP SYSTEM PHASE 3B (N823)

This FIRST AMENDMENT effective the 23rd day of January 2018, by and between the SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT, a public corporation of the State of Florida whose address is 2379 Broad Street, Brooksville, Florida 34604-6899, hereinafter referred to as the "DISTRICT," and the PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY, a regional governmental agency of the State of Florida, whose address is 9415 Town Center Parkway, Lakewood Ranch, Florida 34202 hereinafter referred to as the "COOPERATOR."

WITNESSETH:

WHEREAS, the DISTRICT and the COOPERATOR entered into an agreement effective February 1, 2016, (Agreement No. 17CF0000379) hereinafter referred to as the "Existing Agreement" for the partial design and permitting of the extension of the Phase 3 Interconnect from its current terminus along Cow Pen Slough to Clark Road in Sarasota County; and

WHEREAS, the DISTRICT Governing Board was presented with the third-party review of the Basis of Design Report and the 30% Design Level Package and based thereon, approved the continued funding of the Phase 3 Interconnect, hereinafter referred to as the "PROJECT"; and

WHEREAS, the parties hereto wish to amend the Existing Agreement to extend the contract period and modify the Project Schedule, increase PROJECT funding and modify the Project Budget, replace the Project Plan due to scope changes, and update contract language applicable to the DISTRICT'S cooperatively funded projects.

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

1. The Scope of Work Paragraph is hereby replaced in its entirety with the following:

2. SCOPE OF WORK.

Upon receipt of written notice to proceed from the DISTRICT, the COOPERATOR shall perform the services necessary to complete the PROJECT in accordance with the Project Plan. Any changes to this Agreement, except as provided herein, must be mutually agreed to in a formal written amendment approved by the DISTRICT and the COOPERATOR prior to being performed by the COOPERATOR. The COOPERATOR shall be solely responsible for managing and controlling the PROJECT, both during and after construction and during and after the operation and maintenance of the PROJECT, including the hiring and supervising of any consultants or contractors it engages.

The parties agree that time is of the essence in the performance of each obligation under this Agreement.

2. The Funding Paragraph is hereby amended to increase PROJECT funding by \$15,180,000 by replacing the paragraph in its entirety with the following:

3. FUNDING.

The parties anticipate that the total cost of the PROJECT, including third-party review costs, will be Sixteen Million Seven Hundred Thousand Dollars (\$16,700,000). The DISTRICT agrees to fund PROJECT costs as appropriated by the DISTRICT in accordance with Subparagraph 1 of this Funding Paragraph and anticipates funding PROJECT costs up to Eight Million One Hundred Thousand Dollars (\$8,100,000) and shall have no obligation to pay any costs beyond this maximum amount. The COOPERATOR received a state appropriation in the amount of \$500,000 ("State Appropriation") which shall be used to reduce each party's funding share in accordance with Subparagraph 3.3 of this Funding Paragraph. The COOPERATOR agrees to provide all remaining funds necessary for the satisfactory completion of the PROJECT.

- 3.1 The DISTRICT'S performance and payment pursuant to this Agreement are contingent upon the DISTRICT'S Governing Board appropriating funds in its approved budget for the PROJECT in each fiscal year of this Agreement. The COOPERATOR recognizes that the DISTRICT has approved \$6,930,000 for the PROJECT through Fiscal Year 2019. The additional funds identified in this Agreement are contingent upon approval of such amounts by the DISTRICT'S Governing Board, in its sole discretion, in its annual budgets for future fiscal years. The COOPERATOR'S payment of any financial obligation under this Agreement is subject to appropriation by the COOPERATOR'S Board of legally available funds.
- 3.2 The COOPERATOR shall pay PROJECT costs prior to requesting reimbursement from the DISTRICT. The DISTRICT shall reimburse the COOPERATOR for the DISTRICT'S share of allowable PROJECT costs in accordance with the Project Budget contained in the Project Plan. Reimbursement for expenditures of contingency funds is contingent upon approval by the DISTRICT. If a reimbursement request includes the expenditure of contingency funds, the COOPERATOR shall provide sufficient documentation to the DISTRICT to explain the basis of the expense. The DISTRICT shall not reimburse the COOPERATOR for any contingency funds that the DISTRICT determines, in its sole discretion, to be in excess of what was reasonably necessary to complete the PROJECT. The COOPERATOR shall use the State Appropriation to pay for the first \$500,000 of PROJECT costs associated with post-30% design level costs, engineering and permitting, and will provide written documentation of these expenditures to the DISTRICT'S Contract Manager every two (2) months until the State Appropriation has been expended. Thereafter, the DISTRICT shall reimburse the COOPERATOR for fifty percent (50%) of all allowable costs in each

DISTRICT approved invoice received from the COOPERATOR for the remaining PROJECT work, but at no point in time will the DISTRICT'S expenditure amounts under this Agreement exceed expenditures made by the COOPERATOR. The parties acknowledge that the DISTRICT'S reimbursement percentage stated above is subject to change if the percentage of the DISTRICT'S anticipated funding amount is changed due to subsequent Governing Board approvals, but amounts approved by the DISTRICT in its annual budget shall not be reduced after the COOPERATOR has paid PROJECT costs of incurred obligations approved by the DISTRICT pursuant to Subparagraph 4 of this Funding Paragraph and are otherwise reimbursable by the DISTRICT under this Agreement.

- 3.3 Unless otherwise stated in the Project Plan, any federal, state, local or grant monies received by the COOPERATOR for this PROJECT shall be applied to equally reduce each party's share of PROJECT costs. The COOPERATOR shall provide the DISTRICT with written documentation detailing its allocation of any such funds appropriated for this PROJECT. This Subparagraph shall survive the expiration or termination of this Agreement.
- 3.4 The COOPERATOR may contract with consultant(s), contractor(s) or both to accomplish the PROJECT. The COOPERATOR must obtain the DISTRICT'S written approval prior to posting solicitations for consultants or contractors and prior to entering into agreements with consultants or contractors to ensure that costs to be reimbursed by the DISTRICT under those agreements are reasonable and allowable under this Agreement. The DISTRICT shall provide a written response to the COOPERATOR within fifteen (15) business days of receipt of the solicitation or agreement. Upon written DISTRICT approval, the budget amounts for the work set forth in such contract(s) shall refine the amounts set forth in the Project Budget and be incorporated herein by reference. The DISTRICT shall not reimburse the COOPERATOR for costs incurred under consultant and contractor agreements until the DISTRICT approvals required under this provision have been obtained.
- 3.5 Payment shall be made to the COOPERATOR within forty-five (45) days of receipt of an invoice with adequate supporting documentation to satisfy auditing purposes. Invoices shall be submitted to the DISTRICT every two (2) months electronically at invoices@WaterMatters.org, or at the following address:

Accounts Payable Section
Southwest Florida Water Management District
Post Office Box 15436
Brooksville, Florida 34604-5436

The above referenced payment due date shall not apply to that portion of an invoice that includes contingency expenses. The DISTRICT agrees to reimburse the COOPERATOR for contingency expenses within a reasonable time to accommodate the process provided for in Subparagraph 2 of this Funding Paragraph.

In addition to sending an original invoice to the DISTRICT'S Accounts Payable Section as required above, copies of invoices may also be submitted to the DISTRICT'S Contract Manager in order to expedite the review process. Failure of the COOPERATOR to submit invoices to the DISTRICT in the manner provided herein shall relieve the DISTRICT of its obligation to pay within the aforementioned timeframe.

The DISTRICT makes payments electronically through the Automated Clearing House (ACH) process. The COOPERATOR agrees to complete the DISTRICT'S *Vendor Registration Form* and *Vendor Electronic Payment Authorization Form* to enable payments to be sent to COOPERATOR electronically. The forms may be downloaded from the DISTRICT'S website at www.watmatters.org under Business & Finance – Contracts and Procurement. Any questions regarding electronic payments may be directed to the DISTRICT'S Accounts Payable Lead at 352-796-7211, extension 4108.

- 3.6 The parties acknowledge that the PROJECT was approved for funding by the DISTRICT based upon the resource benefits expected to be achieved by the PROJECT (the "Measurable Benefit"). The parties also acknowledge that the COOPERATOR is solely responsible for implementing the PROJECT in such a manner that the expected resource benefits are achieved. If at any point during the progression of the PROJECT, the DISTRICT determines that it is likely that the Measurable Benefit as set forth in the Project Plan will not be achieved, the DISTRICT shall provide the COOPERATOR with fifteen (15) days advance written notice that the DISTRICT shall withhold payments to the COOPERATOR until such time as the COOPERATOR demonstrates that the PROJECT shall achieve the required resource benefits, to provide the COOPERATOR with an opportunity to cure the deficiencies.
- 3.7 Notwithstanding the DISTRICT'S reimbursement obligation set forth in Subparagraph 2 of this Funding Paragraph, the DISTRICT shall withhold reimbursement of the costs associated with the Basis of Design Report and 30% Design Level Package in an amount equivalent to half the cost for the third-party review performed by the DISTRICT'S consultant.
- 3.8 Any travel expenses which may be authorized under this Agreement shall be paid in accordance with Section 112.061, Florida Statutes (F.S.), as may be amended from time to time. The DISTRICT shall not reimburse the COOPERATOR for any purpose not specifically identified in the Scope of Work Paragraph. Surcharges added to third party invoices are not considered an allowable cost under this Agreement. Costs associated with in-kind services provided by the COOPERATOR are not reimbursable by the DISTRICT and may not be included in the COOPERATOR'S share of funding contributions under this Agreement.
- 3.9 The DISTRICT shall not be obligated to reimburse the COOPERATOR for any design or other work performed by the COOPERATOR other than the 30% design package as described in the Project Plan until the DISTRICT'S Governing Board is presented with the third-party review and DISTRICT staff's

recommendation and decides to continue funding the PROJECT. If the DISTRICT'S Governing Board decides to continue funding the PROJECT, the DISTRICT shall not reimburse the COOPERATOR for any costs under this Agreement until the Notice to Proceed with construction has been issued to the COOPERATOR'S contractor.

- 3.10 The parties acknowledge that the DISTRICT has the right to terminate this Agreement without further payment obligation at the direction of the DISTRICT'S Governing Board after being presented with the third-party review.
- 3.11 Each COOPERATOR invoice must include the following certification, and the COOPERATOR hereby delegates authority by virtue of this Agreement to its Project Manager to affirm said certification:

"I hereby certify that the costs requested for reimbursement and the COOPERATOR'S matching funds, as represented in this invoice, are directly related to the performance under the PRMRWSA Regional Integrated Loop System Phase 3B (N823) agreement between the Southwest Florida Water Management District and the Peace River Manasota Regional Water Supply Authority (Agreement No. 17CF0000379), are allowable, allocable, properly documented, and are in accordance with the approved Project Budget. This invoice includes \$__ of contingency expenses. The COOPERATOR has been allocated a total of \$__ in federal, state, local or grant monies for this PROJECT (not including DISTRICT funds) and \$__ has been allocated to this invoice, reducing the DISTRICT'S and COOPERATOR'S share to \$__/\$__ respectively."

- 3.12 In the event any dispute or disagreement arises during the course of the PROJECT, including whether expenses are reimbursable under this Agreement, the COOPERATOR will continue to perform the PROJECT work in accordance with the Project Plan. The COOPERATOR is under a duty to seek clarification and resolution of any issue, discrepancy, or dispute by providing the details and basis of the dispute to the DISTRICT'S Contract Manager no later than ten (10) days after the precipitating event. If not resolved by the Contract Manager, in consultation with his or her Bureau Chief, within ten (10) days of receipt of notice, the dispute will be forwarded to the DISTRICT'S Assistant Executive Director. The DISTRICT'S Assistant Executive Director in consultation with the DISTRICT'S Office of General Counsel will issue the DISTRICT'S final determination. The COOPERATOR'S continuation of the PROJECT work as required under this provision shall not constitute a waiver of any legal remedy available to the COOPERATOR concerning the dispute.

4. Subparagraph 1 of the Repayment Paragraph is hereby amended to replace subsection d) with the following:

d) a provision or provisions of this Agreement setting forth the requirements or expectations of a Measurable Benefit resulting from the PROJECT is held to be invalid, illegal or unenforceable during the term of this Agreement, including the duration of the operation and maintenance obligations set forth in this Agreement.

5. The Scrutinized Companies Paragraph is hereby replaced in its entirety with the following:

20. SCRUTINIZED COMPANIES.

Pursuant to Section 287.135, F.S., a company that, at the time of submitting a bid or proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, is ineligible to, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services in any amount. If the goods or services are in the amount of \$1 million dollars or more, the company must also not be on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or be engaged in business operations in Cuba or Syria.

By signing this Agreement, the COOPERATOR certifies that it is not on any of the lists or engaged in any of the prohibited activities identified above, as applicable based upon the amount of this Agreement. The COOPERATOR agrees to notify the DISTRICT if it is placed on any of the applicable lists or engages in any of the prohibited activities during the term of this Agreement. The DISTRICT may immediately terminate this Agreement at its option if the COOPERATOR is found to have submitted a false certification, is placed on any of the applicable lists or engages in any prohibited activities.

6. New Paragraph 25, Operations and Maintenance is hereby added as follows:

25. OPERATION AND MAINTENANCE.

After construction is completed, the COOPERATOR shall operate, use and maintain the PROJECT for a minimum of twenty (20) years, in such a manner that the Measurable Benefit required under this Agreement is achieved. In the event the PROJECT is not operated, used and maintained in accordance with these requirements, the COOPERATOR shall repay the DISTRICT an amount of five percent (5%) of total DISTRICT monies contributed to the PROJECT, excluding costs of the Basis of Design Report and the 30% Design Level Package, for each year or a fraction thereof for the early termination of the PROJECT. The rights and remedies in this provision are in addition to any other rights and remedies provided by law or this Agreement.

- 25.1. Within thirty (30) days after construction is completed, the COOPERATOR shall provide the DISTRICT with construction record drawings, signed and sealed by a professional engineer, certifying that the Measurable Benefit has been achieved. The COOPERATOR shall provide the DISTRICT with an operation and maintenance plan that ensures the Measurable Benefit will be maintained. Every two (2) years following the completion of the PROJECT, the COOPERATOR shall generate a report describing the operations and maintenance activities that took place during the reporting period that certifies that the Measurable Benefit set forth in the Project Plan has been maintained. The COOPERATOR'S obligation to generate reports shall continue until the expiration of the 20-year operation and maintenance period.

25.2. The DISTRICT retains the right to audit any certification and the COOPERATOR shall provide documentation as requested by the DISTRICT to support its certification that the specified Measurable Benefit has been maintained.

25.3. This Operation and Maintenance Paragraph, including all subparagraphs, shall survive the expiration or termination of this Agreement.

7. The Contract Period Paragraph is hereby amended to extend the expiration date of August 31, 2019 to August 31, 2021.
8. Subparagraph 3 of the Reports Paragraph is hereby replaced in its entirety with the following:

The COOPERATOR shall provide the DISTRICT with the Basis of Design Report and the 30% Design Level Package in accordance with the requirements set forth in the Project Plan. Additionally, the COOPERATOR shall provide the DISTRICT with the proposed final design, including supporting documentation for review by the DISTRICT in order for the DISTRICT to verify that the proposed design meets the requirements of the PROJECT as set forth in the Project Plan. The DISTRICT shall provide a written response to the COOPERATOR within ten (10) business days of receipt of the proposed design plans and supporting documentation either verifying the design plans appear to meet the requirements of this Agreement or stating its insufficiencies. The COOPERATOR shall not finalize the design or advertise the construction bid documents until the DISTRICT provides the required verification. The DISTRICT'S verification shall not constitute an approval of the design, or a representation or warranty that the DISTRICT has verified the architectural, engineering, mechanical, electrical, or other components of the construction bid documents or that such documents are in compliance with DISTRICT rules and regulations or any other applicable rules, regulations or law. The COOPERATOR shall require the design professional to warrant that the construction documents are adequate for bidding and construction of the PROJECT.

9. New Paragraph 26, Permits and Real Property Rights is hereby added as follows:

26. PERMITS AND REAL PROPERTY RIGHTS.

The COOPERATOR shall obtain all permits, local government approvals and all real property rights necessary to complete the PROJECT prior to commencing any construction involved in the PROJECT. The DISTRICT shall have no obligation to reimburse the COOPERATOR for any costs under this Agreement until the COOPERATOR has obtained all permits, approvals, and property rights necessary to accomplish the objectives of the PROJECT. In the event a permit, approval or property right is obtained but is subsequently subject to a legal challenge that results in an unreasonable delay or cancellation of the PROJECT as determined by the DISTRICT in its sole discretion, the COOPERATOR shall repay the DISTRICT all monies contributed to the PROJECT. This Paragraph shall survive the expiration or termination of this Agreement.

10. New Paragraph 27, Compensatory Treatment and Mitigation is hereby added as follows:

27. COMPENSATORY TREATMENT AND MITIGATION.

This PROJECT shall not be used by the COOPERATOR or any other entity as compensatory water quality treatment or wetland mitigation or any other required mitigation due to impacts for any projects. The PROJECT shall not be used for WUP withdrawal credits. In the event the PROJECT is used for compensatory water quality treatment or mitigation or WUP withdrawal credits in violation of this Paragraph, the COOPERATOR shall repay the DISTRICT all funds the DISTRICT paid to the COOPERATOR under this Agreement. The PROJECT can be used for self-mitigation due to impacts specifically associated with the construction of the PROJECT. This Paragraph shall survive the expiration or termination of this Agreement.

11. Exhibit "A" is hereby replaced in its entirety with Exhibit "A-1" revised, attached hereto.

12. The terms, covenants and conditions set forth in the Existing 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.

The remainder of this page intentionally left blank.

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

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

By:  2/14/2019
Amanda Rice, P.E. Date
Assistant Executive Director

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

By:  2/5/2019
Patrick J. Lehman Date
Executive Director

FIRST AMENDMENT
TO AGREEMENT BETWEEN THE
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND
PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
FOR
PRMRWSA REGIONAL INTEGRATED LOOP SYSTEM PHASE 3B (N823)

EXHIBIT "A-1" PROJECT PLAN

Project Description

The PROJECT is for the Basis of Design Report, 30% Design Level Package as defined under Task 2 below, third-party review, final design, bidding and permitting services, construction services and materials, and construction engineering services for the Phase 3B Interconnect. This interconnect is part of the COOPERATOR'S Regional Integrated Loop System to extend the system from the current northern terminus of the Phase 3A Interconnect along Cow Pen Slough, northward approximately 5.2 miles to Clark Road (SR-72) in central Sarasota County. The PROJECT will supply an estimated 7 mgd of alternative water supplies to promote regional resource management efforts and support water supply goals within the Southern Water Use Caution Area (SWUCA). The general pipeline location for the PROJECT is shown on the attached map (Figure 1).

Implementation

The COOPERATOR will use the Design-Bid-Build delivery method for the PROJECT. The COOPERATOR has procured professional services of an engineering design consulting team for the PROJECT pursuant to section 287.055, Florida Statutes. The consulting team will evaluate and confirm a preferred pipeline route and design all facilities required for the PROJECT. The DISTRICT has conducted a third-party review and presented the results to the DISTRICT'S Governing Board and has approved the continued funding of this PROJECT. This Project Plan is being amended to include the final design, permitting, bidding, construction, and engineering inspection tasks.

Project Tasks

The COOPERATOR will complete the Basis of Design Report and 30% Design Level Package, Final Design and Permitting Services, Construction Services and Materials, and Engineer's Inspection Services During Construction (CEI). The DISTRICT will be responsible for contracting with a consultant to perform a third-party review of the 30% Design Level Package.

Task 1. Basis of Design Report

The COOPERATOR shall provide PROJECT design concepts as part of the Basis of Design Report. Pipeline routes will be identified, evaluated and a preferred route recommended. Design criteria including pipeline diameter, design flows, survey and water delivery points will be identified. Permits necessary for construction of all PROJECT facilities will be identified. An engineer's opinion of cost and implementation timetable will be provided.

Task 2. 30 Percent Design and Engineering Package

The COOPERATOR shall provide supplemental reports to the Basis of Design Report consistent with 30% design level as needed to facilitate the third-party review. The reports will include measurable benefits calculations and methodology, estimate of construction cost and performance schedule, and include sufficient information to conduct the review such as:

- Project scope and objective
- Project site assessment (analysis of engineering and environmental issues and constraints). Required property acquisitions shall be identified and illustrated on a separate site plan
- Geotechnical investigation report
- Groundwater conditions
- Existing utilities assessment and coordination
- Design alternatives feasibility analysis
- Preliminary hydrologic and hydraulic analysis for design basis and support
- Earthwork analysis (balanced project or need for fill or haul of excess material)
- Design recommendations, construction cost estimates, assessment of project budget adequacy
- Permitting requirements (agencies listed and type of permit(s) required); key permitting issues
- Preliminary project hydraulic profile and hydraulic design criteria
- Properties, streets or channels in which project structures will be placed
- Identify major construction methodology and cross-sectional features
- Rights-of way and permits approvals/acquisitions schedule
- Project benefit/cost analysis

The final report that includes the information described above constitutes the 30% Design Level Package that will be provided to the DISTRICT'S consultant to perform the third-party review. The COOPERATOR will hold a design review meeting of the 30% design level and will provide a formal evaluation. Minutes of any meetings will be prepared and circulated to attendees.

Task 3. Third-Party Review of the 30 Percent Design, Costs, and Schedule

A third-party review of 30% Design Level Package including cost estimates, and timeline shall be implemented by the DISTRICT. The DISTRICT will select and contract with an independent consultant that is not a member of the COOPERATOR'S Consultant's team. The COOPERATOR will ensure that its Consultant fully cooperates in making all pertinent and appropriate PROJECT documents available to the DISTRICT'S third-party review consultant in a timely manner.

Task 4. Final Design, Permitting, and Bidding Services

The COOPERATOR will complete the design and permitting consistent with the PROJECT intent. Plans and specifications will be suitable for estimating costs and will include sufficient detail to permit bidding and construction of the facilities designed. The COOPERATOR will prepare, support, and submit permit applications for all applicable federal, state, county and city laws.

Task 5. Construction Services and Materials

The COOPERATOR will provide all materials, equipment, supervision, and manpower for safe, timely installation of work pursuant to the PROJECT design, specifications, permits and other applicable requirements.

Task 6. Engineer's Inspection Services During Construction (CEI)

The COOPERATOR will provide qualified inspectors, engineers, and other required professional support during construction to manage PROJECT progress, review contractor

submittals, inspect materials and work for conformance with plans and specifications, ensure compliance with permits and property agreements, and serve as the COOPERATOR'S representative at project site.

Measurable Benefit

Construction of an approximate 5.2-mile interconnect, a component of the Regional Integrated Loop System, to deliver an estimated 7 mgd of alternative water supplies, promote regional resource management efforts, and support water supply goals within the Southern Water Use Caution Area.

COOPERATOR Deliverables

All draft documents may be provided in electronic format. All final reports will be provided to the DISTRICT as described below. All final documents will also be provided in electronic format (PDF and Microsoft Word for final deliverables and Microsoft Office format for templates, worksheets, etc.).

- Quarterly design status reports
- Copy of draft contract(s) and work orders with consultant, for approval prior to execution (to verify scope of work meets requirements in executed Project Plan)
- Copy of executed contract(s) and work orders with consultant (to verify scope of work meets requirements in executed Project Plan)
- Minutes of kick-off, pre-application and progress meetings
- Basis of Design Report Draft
- Basis of Design Report Final, including Engineer's Opinion of Cost
- Supplemental reports as necessary to facilitate a 30% design level review
- Proposed Final Design (to verify scope of work meets requirements in Project Plan)
- Copy of all required federal, state and local environmental permit application packages, requests for additional information, and final permit approvals
- Copy of construction bid packages for cost approval (prior to posting)
- Copy of construction contract(s) and change order(s) with contractor(s) and work orders with consultant(s) (for cost approval, prior to execution) (electronic)
- Copy of executed contract(s), change order(s), work order(s) and notice-to-proceed letters (electronic and hard copy)
- Copy of any construction progress meeting minutes (electronic)
- Copy of as-built construction drawings, surveys, and any final reports (electronic)
- Operation and Maintenance Plan
- Minority/Women Owned and Small Business Utilization Report Form (Exhibit "B")
- Upon DISTRICT request, biennial Operation and Maintenance Report

The remainder of this page intentionally left blank.

DISTRICT Deliverables

- Third-party peer review report

Project Budget

DESCRIPTION	*COOPERATOR	DISTRICT	TOTAL
1. Basis of Design Services	\$155,460	\$45,000	\$200,460
2. 30% Design Level Services	\$153,910	\$43,450	\$197,360
3. District Third-Party Review	\$14,155	\$14,155	\$28,310
4. Final Design, Permitting, and Bidding Services	\$685,630	\$406,550	\$1,092,180
5. Construction Services and Materials	\$6,940,845	\$6,940,845	\$13,881,690
6. Construction Engineering Services	\$650,000	\$650,000	\$1,300,000
Total	\$8,600,000	\$8,100,000	\$16,700,000

*The COOPERATOR'S share includes a \$500,000 state grant appropriation for design and permitting services.

Reimbursement for expenditures of contingency funds is contingent upon DISTRICT approval in accordance with the Funding Paragraph in the Agreement. The COOPERATOR must provide justification for the expenditure that will require documentation including, but not limited to, the purpose and necessity of the expenditure, the reason the expenditure was not included in the consultant or contractor agreement with the COOPERATOR, expenditure cost comparisons and justification of the cost.

Project Schedule

DESCRIPTION	COMMENCE	COMPLETE
1. Basis of Design Services	02/01/2016	02/02/2017
2. 30% Design Level Services	02/03/2017	07/12/2017
3. District Third-Party Review	07/13/2017	09/14/2017
4. Final Design, Permitting, and Bidding Services	02/10/2017	05/01/2019
5. Construction Services and Materials	05/01/2019	04/01/2021
6. Construction Engineering Services	05/01/2019	04/01/2021

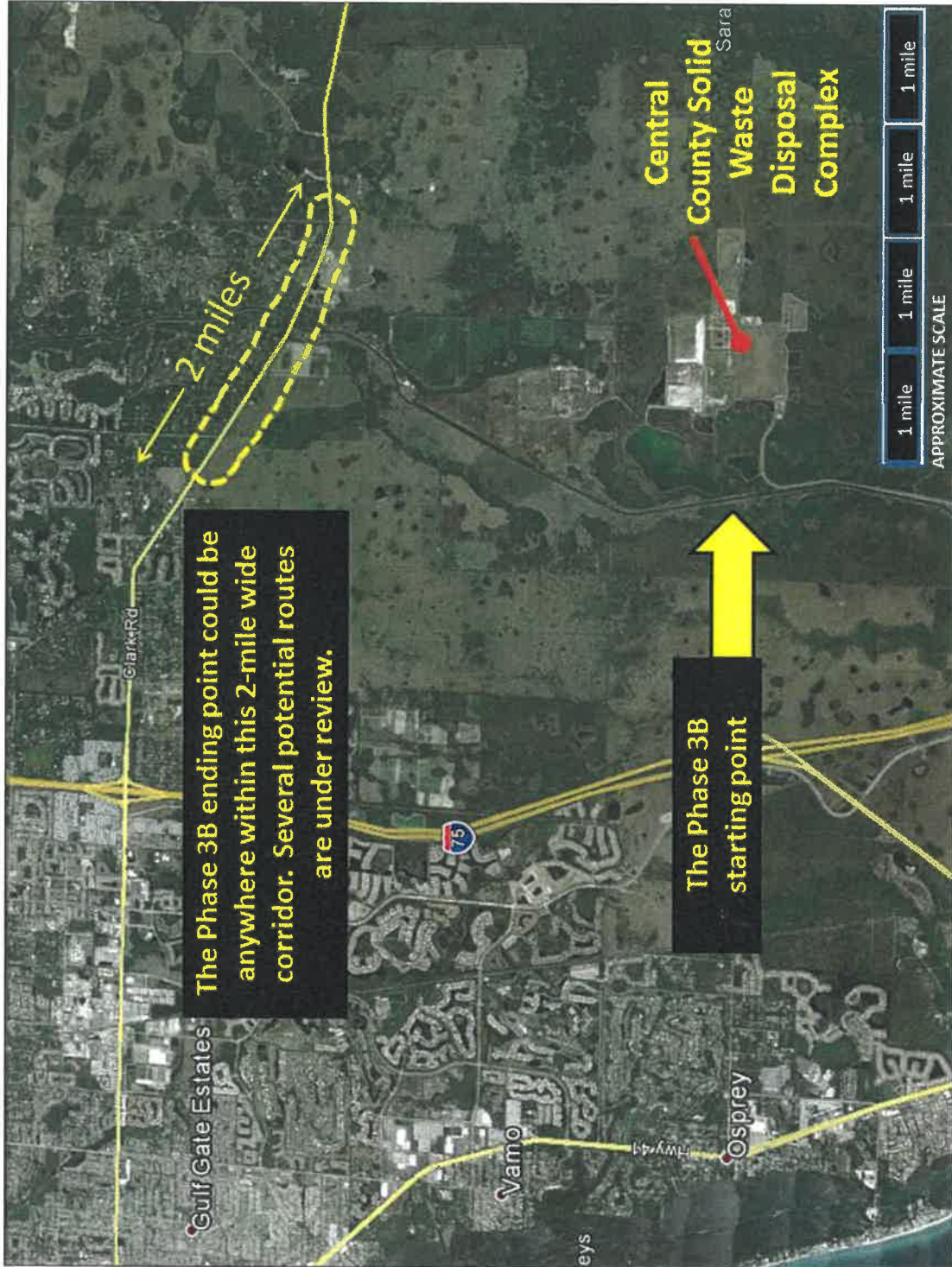
Additional task deadlines contained in the performance schedules of the consultant and contractor contracts will be incorporated herein by reference.

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FIGURE 1

Project Map

Phase 3B Interconnect Conceptual Pipeline Route



TAB B
Agreement No. 17CF0000379



An Equal Opportunity Employer

Southwest Florida Water Management District

2379 Broad Street, Brooksville, Florida 34604-6899
(352) 796-7211 or 1-800-423-1476 (FL only)
WaterMatters.org

Bartow Office
170 Century Boulevard
Bartow, Florida 33830-7700
(863) 534-1448 or
1-800-492-7862 (FL only)

Sarasota Office
6750 Fruitville Road
Sarasota, Florida 34240-9711
(941) 377-3722 or
1-800-320-3503 (FL only)

Tampa Office
7601 U.S. 301 North (Fort King Highway)
Tampa, Florida 33637-6759
(813) 985-7481 or
1-800-836-0797 (FL only)

Peace River Manasota
Regional Water Supply Authority

June 28, 2017

JUN 30 2017

RECEIVED

- Randall S. Maggard**
Chair, Pasco
- Jeffrey M. Adams**
Vice Chair, Pinellas
- Bryan K. Beswick**
Secretary, DeSoto, Hardee,
Highlands
- Ed Armstrong**
Treasurer, Pinellas
- H. Paul Senft, Jr.**
Former Chair, Polk
- Michael A. Babb**
Former Chair, Hillsborough
- John Henslick**
Manatee
- Kelly S. Rice**
Citrus, Lake, Levy, Sumter
- Joel Schleicher**
Charlotte, Sarasota
- Rebecca Smith**
Hillsborough, Pinellas
- Mark Taylor**
Hernando, Marion
- Michelle Williamson**
Hillsborough
- Vacant**
Polk

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

Subject: PRMRWSA Regional Integrated Loop System Phase 3B
Project No. (N823)
Agreement No. 17CF0000379

Dear Mike Coates:

Enclosed is one fully executed original of the agreement between the Southwest Florida Water Management District (District) and Peace River/Manasota Regional Water Supply Authority, for the subject project.

Please accept this letter as your written Notice to Proceed.

If you have any questions, please contact me at the Brooksville office, extension 4106 or the Contract Manager, John Ferguson, at the Brooksville office, extension 4871.

Sincerely,

Rachelle Jones

Rachelle Jones, CPPB, FCPA, FCPM
Senior Procurement Specialist
Finance Bureau/Procurement
Southwest Florida Water Management District
2379 Broad St.
Brooksville, FL 3464-6899

Enclosures (1)
cc: John Ferguson
S. Tarokh, PAB
Records (Contract File)

Brian J. Armstrong, P.G.
Executive Director

COOPERATIVE FUNDING AGREEMENT (TYPE 2)
BETWEEN THE
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND
PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY
FOR
PRMRWSA REGIONAL INTEGRATED LOOP SYSTEM PHASE 3B (N823)

This COOPERATIVE FUNDING AGREEMENT (Agreement) is made and entered into by and between the SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT, a public corporation of the State of Florida, whose address is 2379 Broad Street, Brooksville, Florida 34604-6899, hereinafter referred to as the "DISTRICT," and the PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY, a regional governmental agency of the State of Florida, whose address is 9415 Town Center Parkway, 9415 Town Center Parkway, Lakewood Ranch, Florida 34202, hereinafter referred to as the "COOPERATOR."

WITNESSETH:

WHEREAS, the COOPERATOR proposed a project to the DISTRICT for funding consideration under the DISTRICT'S cooperative funding program; and

WHEREAS, the project consists of the partial design and permitting of the extension of the Phase 3 Interconnect from its current terminus along Cow Pen Slough to Clark Road in Sarasota County, hereinafter referred to as the "PROJECT"; and

WHEREAS, the DISTRICT considers the resource benefits to be achieved by the PROJECT worthwhile and desires to assist the COOPERATOR in funding the PROJECT, and

WHEREAS, the parties desire to share in the cost of a third party review performed on the 30% Design Level Package.

NOW THEREFORE, the DISTRICT and the COOPERATOR, in consideration of the mutual terms, covenants and conditions set forth herein, agree as follows:

1. PROJECT CONTACTS AND NOTICES.

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

Contract Manager for the DISTRICT:
John Ferguson
Southwest Florida Water Management District
2379 Broad Street
Brooksville, Florida 34604

Project Manager for the COOPERATOR:
Mike Coates
Peace River/Manasota Regional Water Supply Authority
9415 Town Center Parkway
Lakewood Ranch, Florida 34202

Any changes to the above representatives or addresses must be provided to the other party in writing.

- 1.1 The Contract and Project Managers are authorized to approve requests to extend a PROJECT task deadline set forth in this Agreement. Such approval must be in writing, explain the reason for the extension and be signed in accordance with each party's signature authority. The Contract and Project Managers are not authorized to approve any time extension which will result in an increased cost or which will exceed the expiration date set forth in this Agreement.
- 1.2 The Contract and Project Managers are authorized to adjust a line item amount of the Project Budget contained in the Project Plan, or, if applicable, the refined budget as set forth in Subparagraph 4 of the Funding Paragraph. The authorization must be in writing, explain the reason for the adjustment, and be signed in accordance with each party's signature authority. The Contract and Project Managers are not authorized to make changes to the Scope of Work and are not authorized to approve any increase in the amounts set forth in the funding section of this Agreement.

2. SCOPE OF WORK.

Upon receipt of written notice to proceed from the DISTRICT, the COOPERATOR shall perform the services necessary to complete the PROJECT in accordance with the COOPERATOR'S Project Plan. Any changes to this Agreement, except as provided herein, must be mutually agreed to in a formal written amendment approved by the DISTRICT and the COOPERATOR prior to being performed by the COOPERATOR. The COOPERATOR shall be solely responsible for managing and controlling the PROJECT, including the hiring and supervising of any consultants or contractors it engages.

The parties agree that time is of the essence in the performance of each obligation under this Agreement.

3. FUNDING.

The parties anticipate that the total cost of the PROJECT, including third party review costs, will be One Million Five Hundred Twenty Thousand Dollars (\$1,520,000). The DISTRICT agrees to fund PROJECT costs up to Seven Hundred Sixty Thousand Dollars (\$760,000), and shall have no obligation to pay any costs beyond this maximum amount. The COOPERATOR agrees to provide all remaining funds necessary for the satisfactory completion of the PROJECT.

- 3.1 The DISTRICT'S performance and payment pursuant to this Agreement are contingent upon the DISTRICT'S Governing Board appropriating funds in its approved budget for the PROJECT in each fiscal year of this Agreement. The COOPERATOR'S payment of any financial obligation under this Agreement is subject to appropriation by the COOPERATOR'S Board of legally available funds.
- 3.2 The COOPERATOR shall pay PROJECT costs prior to requesting reimbursement from the DISTRICT. The DISTRICT shall reimburse the COOPERATOR for the DISTRICT'S share of allowable PROJECT costs in accordance with the Project Budget contained in the Project Plan. Reimbursement for expenditures of contingency funds is contingent upon approval by the DISTRICT. If a reimbursement request includes the expenditure of contingency funds, the COOPERATOR shall provide sufficient documentation to the DISTRICT to explain the basis of the expense. The DISTRICT shall not reimburse the COOPERATOR for any contingency funds that the DISTRICT determines, in its sole discretion, to be in excess of what was reasonably necessary to complete the PROJECT. The DISTRICT shall reimburse the COOPERATOR for fifty percent (50%) of all allowable costs in each DISTRICT approved invoice received from the COOPERATOR, but at no point in time shall the DISTRICT'S expenditure amounts under this Agreement exceed expenditures made by the COOPERATOR.
- 3.3 Unless otherwise stated in this Agreement, any federal, state, local or grant monies received by the COOPERATOR for this PROJECT shall be applied to equally reduce each party's share of PROJECT costs. The COOPERATOR shall provide the DISTRICT with written documentation detailing its allocation of any such funds appropriated for this PROJECT. This Subparagraph shall survive the expiration or termination of this Agreement.
- 3.4 The COOPERATOR may contract with consultant(s), contractor(s) or both to accomplish the PROJECT. The COOPERATOR must obtain the DISTRICT'S written approval prior to posting solicitations for consultants or contractors and prior to entering into agreements with consultants or contractors to ensure that costs to be reimbursed by the DISTRICT under those agreements are reasonable and allowable under this Agreement. The DISTRICT shall provide a written response to the COOPERATOR within fifteen (15) business days of receipt of the solicitation or agreement. Upon written DISTRICT approval, the budget amounts for the work set forth in such contract(s) shall refine the amounts set forth in the Project Budget and be incorporated herein by reference. The DISTRICT shall not reimburse the COOPERATOR for costs incurred under consultant and contractor agreements until the DISTRICT approvals required under this provision have been obtained.
- 3.5 Payment shall be made to the COOPERATOR within forty-five (45) days of receipt of an invoice with adequate supporting documentation to satisfy auditing purposes. Invoices shall be submitted to the DISTRICT every two (2) months electronically at invoices@WaterMatters.org, or at the following address:

Accounts Payable Section
Southwest Florida Water Management District
Post Office Box 15436
Brooksville, Florida 34604-5436

The above-referenced payment due date shall not apply to that portion of an invoice that includes contingency expenses. The DISTRICT agrees to reimburse the COOPERATOR for contingency expenses within a reasonable time to accommodate the process provided for in Subparagraph 2 of this Funding Paragraph.

In addition to sending an original invoice to the DISTRICT'S Accounts Payable Section as required above, copies of invoices may also be submitted to the DISTRICT'S Contract Manager in order to expedite the review process. Failure of the COOPERATOR to submit invoices to the DISTRICT in the manner provided herein shall relieve the DISTRICT of its obligation to pay within the aforementioned timeframe.

The DISTRICT makes payments electronically through the Automated Clearing House (ACH) process. The COOPERATOR agrees to complete the DISTRICT'S *Vendor Registration Form and Vendor Electronic Payment Authorization Form* to enable payments to be sent to COOPERATOR electronically. The forms may be downloaded from the DISTRICT'S website at www.watermatters.org under Business & Finance – Contracts and Procurement. Any questions regarding electronic payments may be directed to the DISTRICT'S Accounts Payable Lead at 352-796-7211, extension 4108.

- 3.6 The parties acknowledge that the PROJECT was approved for funding by the DISTRICT based upon the resource benefits expected to be achieved by the PROJECT (the "Measurable Benefit"). The parties also acknowledge that the COOPERATOR is solely responsible for implementing the PROJECT in such a manner that the expected resource benefits are achieved. If at any point during the progression of the PROJECT the DISTRICT determines that it is likely that the Measurable Benefit as set forth in the Project Plan will not be achieved, the DISTRICT shall provide the COOPERATOR with fifteen (15) days advance written notice that the DISTRICT shall withhold payments to the COOPERATOR until such time as the COOPERATOR demonstrates that the PROJECT shall achieve the required resource benefits, to provide the COOPERATOR with an opportunity to cure the deficiencies.
- 3.7 Notwithstanding the DISTRICT'S reimbursement obligation set forth in Subparagraph 2 of this Funding Paragraph, the DISTRICT shall withhold reimbursement of the costs associated with the Basis of Design Report and 30% Design Level Package in an amount equivalent to half the cost for the third party design that will be performed by the DISTRICT'S consultant.
- 3.8 Any travel expenses which may be authorized under this Agreement shall be paid in accordance with Section 112.061, Florida Statutes (F.S.), as may be amended from time to time. The DISTRICT shall not reimburse the COOPERATOR for any

purpose not specifically identified in the Scope of Work Paragraph. Surcharges added to third party invoices are not considered an allowable cost under this Agreement. Costs associated with in-kind services provided by the COOPERATOR are not reimbursable by the DISTRICT and may not be included in the COOPERATOR'S share of funding contributions under this Agreement.

- 3.9 The DISTRICT shall not be obligated to reimburse the COOPERATOR for any design or other work performed by the COOPERATOR'S consultant(s) that takes place other than the completion of the Basis of Design Report and 30% Design Level Package as described in the Project Plan until the DISTRICT'S Governing Board is presented with the third party review and DISTRICT staff's recommendation and decides to continue funding the PROJECT. The DISTRICT'S Contract Manager shall provide written notice to the COOPERATOR advising of the DISTRICT'S Governing Board's determination within ten (10) days of the Board's determination, and the COOPERATOR shall continue with design and permitting activities up to the funding amount of this Agreement. Except for costs associated with the Basis of Design Report, 30% Design Level Package and the third party review, the DISTRICT has no obligation and shall not reimburse the COOPERATOR for any costs under this Agreement until the Notice to Proceed with construction has been issued to the COOPERATOR'S contractor.
- 3.10 Each COOPERATOR invoice must include the following certification, and the COOPERATOR hereby delegates authority by virtue of this Agreement to its Project Manager to affirm said certification:
- "I hereby certify that the costs requested for reimbursement and the COOPERATOR'S matching funds, as represented in this invoice, are directly related to the performance under the PRMRWSA Regional Integrated Loop System Phase 3B (N823) agreement between the Southwest Florida Water Management District and the Peace River/Manasota Regional Water Supply Authority (Agreement No. 17CF0000379), are allowable, allocable, properly documented, and are in accordance with the approved Project Budget. This invoice includes \$__ of contingency expenses. The COOPERATOR has been allocated a total of \$__ in federal, state, local or grant monies for this PROJECT (not including DISTRICT funds) and \$__ has been allocated to this invoice, reducing the DISTRICT'S and COOPERATOR'S share to \$__ / \$__ respectively."
- 3.11 In the event any dispute or disagreement arises during the course of the PROJECT, including whether expenses are reimbursable under this Agreement, the COOPERATOR will continue to perform the PROJECT work in accordance with the Project Plan. The COOPERATOR is under a duty to seek clarification and resolution of any issue, discrepancy, or dispute by providing the details and basis of the dispute to the DISTRICT'S Contract Manager no later than ten (10) days after the precipitating event. If not resolved by the Contract Manager, in consultation with his or her Bureau Chief, within ten (10) days of receipt of notice, the dispute will be forwarded to the DISTRICT'S Assistant Executive Director. The DISTRICT'S Assistant Executive Director in consultation with the DISTRICT'S Office of General Counsel will issue the DISTRICT'S final determination. The COOPERATOR'S continuation of the PROJECT work as required under this

provision shall not constitute a waiver of any legal remedy available to the COOPERATOR concerning the dispute.

4. COMPLETION DATES.

The COOPERATOR shall commence and complete the PROJECT and meet the task deadlines in accordance with the Project Schedule set forth in the Project Plan, including any extensions of time provided by the DISTRICT in accordance with Subparagraph 1 of the Project Contacts and Notices Paragraph. The DISTRICT shall commence and complete the third party review in accordance with the Project Schedule set forth in the Project Plan, including any extensions of time provided by the COOPERATOR in accordance with Subparagraph 1 of the Project Contacts and Notices Paragraph. In the event of hurricanes, tornados, floods, acts of God, acts of war, or other such catastrophes, or other man-made emergencies such as labor strikes or riots, which are beyond the control of either party, the performing party's obligations to meet the time frames provided in this Agreement shall be suspended for the period of time the condition continues to exist. During such suspension, this Agreement shall remain in effect. When the performing party is able to resume performance of its obligations under this Agreement, in whole or in part, it shall immediately give the other party written notice to that effect and shall resume performance no later than two (2) working days after the notice is delivered. The suspension of the parties' obligations provided for in this provision shall be the performing party's sole remedy for the delays set forth herein.

5. REPAYMENT.

5.1 The COOPERATOR shall repay the DISTRICT all funds the DISTRICT paid to the COOPERATOR under this Agreement, if: a) the COOPERATOR fails to complete the PROJECT in accordance with the terms and conditions of this Agreement, including failing to meet the Measurable Benefit; b) the DISTRICT determines, in its sole discretion and judgment, that the COOPERATOR has failed to maintain scheduled progress of the PROJECT thereby endangering the timely performance of this Agreement; c) the COOPERATOR fails to appropriate sufficient funds to meet the task deadlines, unless extended in accordance with Subparagraph 1 of the Project Contacts and Notices Paragraph; or d) a provision or provisions of this Agreement setting forth the requirements or expectations of a Measurable Benefit resulting from the PROJECT is held to be invalid, illegal or unenforceable during the term of this Agreement. Should any of the above conditions exist that require the COOPERATOR to repay the DISTRICT, this Agreement shall terminate in accordance with the procedure set forth in the Default Paragraph.

5.2 Notwithstanding the above, the parties acknowledge that if the PROJECT fails to meet the Measurable Benefit specified in this Agreement, the COOPERATOR may request the DISTRICT Governing Board to waive the repayment obligation, in whole or in part.

5.3 In the event the COOPERATOR is obligated to repay the DISTRICT under any provision of this Agreement, the COOPERATOR shall repay the DISTRICT within a reasonable time, as determined by the DISTRICT in its sole discretion.

5.4 The COOPERATOR shall pay attorneys' fees and costs incurred by the DISTRICT, including appeals, as a result of the COOPERATOR'S failure to repay the DISTRICT as required by this Agreement.

5.5 This Repayment Paragraph, including all subparagraphs, shall survive the expiration or termination of this Agreement.

6. CONTRACT PERIOD.

This Agreement shall be effective February 1, 2016 and shall remain in effect through August 31, 2019, or upon satisfactory completion of the PROJECT and subsequent reimbursement to the COOPERATOR, whichever occurs first, unless amended in writing by the parties. The COOPERATOR shall not be eligible for reimbursement for any work that is commenced, or costs that are incurred, prior to the effective date of this Agreement.

7. PROJECT RECORDS AND DOCUMENTS.

Upon request by the DISTRICT, the COOPERATOR shall permit the DISTRICT to examine or audit all PROJECT related records and documents during or following completion of the PROJECT at no cost to the DISTRICT. Payments made to the COOPERATOR under this Agreement shall be reduced for amounts found to be not allowable under this Agreement by an audit. If an audit is undertaken by either party, all required records shall be maintained until the audit has been completed and all questions arising from it are resolved. Each party shall maintain all such records and documents for at least three (3) years following completion of the PROJECT. Each party shall allow public access to PROJECT documents and materials made or received by either party in accordance with the Public Records Act, Chapter 119, F.S. Should either party assert any exemption to the requirements of Chapter 119, F.S., the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the asserting party. This Paragraph shall survive the expiration or termination of this Agreement.

8. REPORTS.

8.1 The COOPERATOR shall provide the DISTRICT with a quarterly report describing the progress of the PROJECT tasks, adherence to the performance schedule and any developments affecting the PROJECT. The COOPERATOR shall promptly advise the DISTRICT of issues that arise that may impact the successful and timely completion of the PROJECT. Quarterly reports shall be submitted to the DISTRICT'S Contract Manager no later than forty-five (45) days following the completion of the quarterly reporting period. It is hereby understood and agreed by the parties that the term "quarterly" shall reflect the calendar quarters ending March 31, June 30, September 30 and December 31.

8.2 Upon request by the DISTRICT, the COOPERATOR shall provide the DISTRICT with copies of all data, reports, models, studies, maps or other documents resulting from the PROJECT. Additionally, one (1) set, electronic and hardcopy, of any final

reports must be submitted to the DISTRICT as Record and Library copies. This Subparagraph shall survive the expiration or termination of this Agreement.

8.3 The COOPERATOR shall provide the DISTRICT with the Basis of Design Report and 30% Design Level Package in accordance with the requirements set forth in the Project Plan.

8.4 The COOPERATOR shall provide the data, reports and documents referenced in this provision at no cost to the DISTRICT.

9. RISK, LIABILITY, AND INDEMNITY.

9.1 To the extent permitted by Florida law, the COOPERATOR assumes all risks relating to the PROJECT and agrees to be solely liable for, and to indemnify and hold the DISTRICT harmless from all claims, loss, damage and other expenses, including attorneys' fees and costs and attorneys' fees and costs on appeal, arising from the design, construction, operation, maintenance or implementation of the PROJECT; provided, however, that the COOPERATOR shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the DISTRICT'S officers, employees, contractors and agents. The acceptance of the DISTRICT'S funding by the COOPERATOR does not in any way constitute an agency relationship between the DISTRICT and the COOPERATOR.

9.2 The COOPERATOR agrees to indemnify and hold the DISTRICT harmless, to the extent allowed under Section 768.28, F.S., from all claims, loss, damage and other expenses, including attorneys' fees and costs and attorneys' fees and costs on appeal, arising from the negligent acts or omissions of the COOPERATOR'S officers, employees, contractors and agents related to its performance under this Agreement.

9.3 This Risk, Liability, and Indemnity Paragraph, including all subparagraphs, shall not be construed as a waiver of the COOPERATOR'S sovereign immunity or an extension of COOPERATOR'S liability beyond the limits established in Section 768.28, F.S. Additionally, this Risk, Liability, and Indemnity Paragraph, including all subparagraphs, will not be construed to impose contractual liability on the COOPERATOR for underlying tort claims as described above beyond the limits specified in Section 768.28, F.S., nor be construed as consent by the COOPERATOR to be sued by third parties in any manner arising out of this Agreement.

9.4 Nothing in this Agreement shall be interpreted as a waiver of the DISTRICT'S sovereign immunity or an extension of its liability beyond the limits established in Section 768.28, F.S., nor be construed as consent by the DISTRICT to be sued by third parties in any manner arising out of this Agreement.

9.5 This Risk, Liability, and Indemnity Paragraph, including all subparagraphs, shall survive the expiration or termination of this Agreement.

10. DEFAULT.

Either party may terminate this Agreement upon the other party's failure to comply with any term or condition of this Agreement, including the failure to meet task deadlines established in 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. If a default cannot reasonably be cured in thirty (30) days, then the thirty (30) days may be extended at the non-defaulting party's discretion, if the defaulting party is pursuing a cure of the default with reasonable diligence. The rights and remedies in this Paragraph are in addition to any other rights and remedies provided by law or this Agreement.

11. RELEASE OF INFORMATION.

The parties agree not to initiate any oral or written media interviews or issue press releases on or about the PROJECT without providing notices or copies to the other party no later than three (3) business days prior to the interview or press release. This Paragraph shall not be construed as preventing the parties from complying with the public records disclosure laws set forth in Chapter 119, F.S.

12. DISTRICT RECOGNITION.

The COOPERATOR shall recognize DISTRICT funding in any reports, models, studies, maps or other documents resulting from this Agreement, and the form of said recognition shall be subject to DISTRICT approval. If construction is involved, the COOPERATOR shall provide signage at the PROJECT site that recognizes funding for this PROJECT provided by the DISTRICT. All signage must meet with DISTRICT written approval as to form, content and location, and must be in accordance with local sign ordinances.

13. LAW COMPLIANCE.

The COOPERATOR shall comply with all applicable federal, state and local laws, rules, regulations and guidelines, including those of the DISTRICT, related to performance under this Agreement. If the PROJECT involves design services, the COOPERATOR'S professional designers and the DISTRICT'S regulation and projects staff shall meet regularly during the PROJECT design to discuss ways of ensuring that the final design for the proposed PROJECT technically complies with all applicable DISTRICT rules and regulations. However, the DISTRICT undertakes no duty to ensure compliance with such rules and regulations.

14. DIVERSITY IN CONTRACTING AND SUBCONTRACTING.

The DISTRICT is committed to supplier diversity in the performance of all contracts associated with DISTRICT cooperative funding projects. The DISTRICT requires the COOPERATOR to make good faith efforts to encourage the participation of minority

owned and woman owned and small business enterprises, both as prime contractors and subcontractors, in the performance of this Agreement, in accordance with applicable laws.

14.1 If requested, the DISTRICT shall assist the COOPERATOR by sharing information to help the COOPERATOR in ensuring that minority owned and woman owned and small businesses are afforded an opportunity to participate in the performance of this Agreement.

14.2 The COOPERATOR agrees to provide the DISTRICT with a report indicating all contractors and subcontractors who performed work in association with the PROJECT, the amount spent with each contractor or subcontractor, and to the extent such information is known, whether each contractor or subcontractor was a minority owned or woman owned or small business enterprise. If no minority owned or woman owned or small business enterprises were used in the performance of this Agreement, then the report shall so indicate. The Minority/Women Owned and Small Business Utilization Report form is attached as an exhibit. The report is required upon final completion of the PROJECT prior to final payment, or within thirty (30) days of the execution of any amendment that increases PROJECT funding, for information up to the date of the amendment and prior to the disbursement of any additional funds by the DISTRICT.

15. ASSIGNMENT.

Except as otherwise provided in this Agreement, no party may assign any of its rights or delegate any of its obligations under this Agreement, including any operation or maintenance duties related to the PROJECT, without the prior written consent of the other party. Any attempted assignment in violation of this provision is void. This Paragraph shall survive the expiration or termination of this Agreement.

16. CONTRACTORS.

Nothing in this Agreement shall be construed to create, or be implied to create, any relationship between the DISTRICT and any consultant or contractor of the COOPERATOR.

17. THIRD PARTY BENEFICIARIES.

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

18. LOBBYING PROHIBITION.

Pursuant to Section 216.347, F.S., the COOPERATOR is prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency.

19. PUBLIC ENTITY CRIMES.

Pursuant to Subsections 287.133(2) and (3), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for Category Two, for a period of 36 months following the date of being placed on the convicted vendor list. The COOPERATOR agrees to include this provision in all contracts issued as a result of this Agreement.

20. SCRUTINIZED COMPANIES.

Pursuant to Section 287.135, F.S., a company that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S., or is engaged in a boycott of Israel; is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.; or is engaged in business operations in Cuba or Syria, is ineligible to, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of \$1 million or more. By signing this Agreement, COOPERATOR certifies that it is not participating in a boycott of Israel, is not on any of the aforementioned lists, and it does not have business operations in Cuba or Syria. The COOPERATOR agrees to notify the DISTRICT if placement on any of the aforementioned lists occurs or if COOPERATOR is engaged in a boycott of Israel or has business operations in Cuba or Syria. The DISTRICT may terminate this Agreement if the COOPERATOR is found to have submitted a false certification; has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel; has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or has been engaged in business operations in Cuba or Syria. If the DISTRICT determines COOPERATOR submitted a false certification, the DISTRICT may bring a civil action against the COOPERATOR which may result in a penalty equal to the greater of \$2 million or twice the amount of this Agreement and all reasonable attorneys' fees and costs.

21. GOVERNING LAW.

This Agreement is governed by Florida law and venue for resolving disputes under this Agreement shall be exclusively in Hernando County, Florida. This Paragraph shall survive the expiration or termination of this Agreement.

22. SEVERABILITY.

If any provision or provisions of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. Notwithstanding the above, if a provision or provisions of this Agreement setting forth the requirements or expectations of a Measurable Benefit resulting from the PROJECT is held to be invalid, illegal or unenforceable during the term of this Agreement, this Agreement shall terminate in accordance with Subparagraph 1 of the Repayment Paragraph. This Paragraph shall survive the expiration or termination of this Agreement.

23. ENTIRE AGREEMENT.

This Agreement and the attached exhibit(s) listed below constitute the entire agreement between the parties and, unless otherwise provided herein, may be amended only in writing, signed by all parties to this Agreement.

24. DOCUMENTS.

The following document(s) is/are attached and made a part of this 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", then to Exhibit "B".


Exhibit "A" Project Plan

Exhibit "B" Minority/Women Owned and Small Business Utilization Report Form

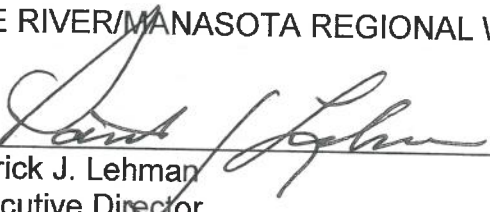
The remainder of this page intentionally left blank.

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

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

By:  _____ 6/22/2017
Amanda Rice, P.E. Date
Assistant Executive Director

PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY

By:  _____ 6/19/2017
Patrick J. Lehman Date
Executive Director

COOPERATIVE FUNDING AGREEMENT (TYPE 2)
BETWEEN THE
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND
PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY
FOR
PRMRWSA REGIONAL INTEGRATED LOOP SYSTEM PHASE 3B (N823)

EXHIBIT "A" PROJECT PLAN

Project Description

The PROJECT is for the Basis of Design Report, 30% Design Level Package as defined under Task 2 below, third party review, and, if the DISTRICT Governing Board decides to continue funding following review of the third party review as provided in Subparagraph 3.9 of this Agreement, the PROJECT will also include continuing design and permitting services, for the Phase 3B Interconnect up to the funding amount of this Agreement. This interconnect is part of the COOPERATOR'S Regional Integrated Loop System to extend the system from the current northern terminus of the Phase 3A Interconnect along Cow Pen Slough, northward approximately 5.2 miles to Clark Road (SR-72) in central Sarasota County. The PROJECT may include 7 mgd of pumping, chemical trim, metering, and 5 mg storage facilities as determined by Basis of Design Report. If constructed, the PROJECT will supply an estimated 7 mgd of alternative water supplies to promote regional resource management efforts and support water supply goals within the Southern Water Use Caution Area (SWUCA). The general pipeline location for the PROJECT is shown on the attached map (Figure 1).

Implementation

The COOPERATOR will use the Design-Bid-Build delivery method for the PROJECT. The COOPERATOR has procured professional services of an engineering design consulting team for the PROJECT pursuant to section 287.055, Florida Statutes. The consulting team will evaluate and confirm a preferred pipeline route and design all facilities required for the PROJECT. If the DISTRICT'S Governing Board approves the continued funding of this PROJECT after it is presented with the results of the third party review and the COOPERATOR continues design and permitting activities up to the funding amount of this Agreement, the parties may agree to amend this Agreement to include final design, permitting, bidding, construction, and inspection services.

Project Tasks

The COOPERATOR will complete the Basis of Design Report and 30% Design Level Package for an extension of the Regional Integrated Loop System. The DISTRICT will be responsible for contracting with a consultant to perform a third party review of the 30% Design Level Package.

Task 1. Basis of Design Report

The COOPERATOR shall provide PROJECT design concepts as part of the Basis of Design Report. Pipeline routes will be identified, evaluated and a preferred route recommended. Design criteria including pipeline diameter, design flows, survey and water delivery points will be identified. Permits necessary for construction of all PROJECT facilities will be identified. An engineer's opinion of cost and implementation timetable will be provided.

Task 2. 30 Percent Design and Engineering Package

The COOPERATOR shall provide supplemental reports to the Basis of Design Report consistent with 30% design level as needed to facilitate the third party review. The reports will include measurable benefits calculations and methodology, estimate of construction cost and performance schedule, and include sufficient information to conduct the review such as:

- Project scope and objective
- Project site assessment (analysis of engineering and environmental issues and constraints). Required property acquisitions shall be identified and illustrated on a separate site plan
- Geotechnical investigation report
- Groundwater conditions
- Existing utilities assessment and coordination
- Design alternatives feasibility analysis
- Preliminary hydrologic and hydraulic analysis for design basis and support
- Earthwork analysis (balanced project or need for fill or haul of excess material)
- Design recommendations, construction cost estimates, assessment of project budget adequacy
- Permitting requirements (agencies listed and type of permit(s) required); key permitting issues
- Preliminary project hydraulic profile and hydraulic design criteria
- Properties, streets or channels in which project structures will be placed
- Identify major construction methodology and cross-sectional features
- Rights-of way and permits approvals/acquisitions schedule
- Project benefit/cost analysis

The final report that includes the information described above constitutes the 30% Design Level Package that will be provided to the DISTRICT'S consultant to perform the third party review. The COOPERATOR will hold a design review meeting of the 30% design level and will provide a formal evaluation. Minutes of any meetings will be prepared and circulated to attendees.

Task 3. Third Party Review of the 30 Percent Design, Costs, and Schedule

A third party review of 30% Design Level Package including cost estimates, and timeline shall be implemented by the DISTRICT. The DISTRICT will select and contract with an independent consultant that is not a member of the COOPERATOR'S Consultant's team. The COOPERATOR will ensure that its Consultant fully cooperates in making all pertinent and appropriate PROJECT documents available to the DISTRICT'S third party review consultant in a timely manner.

Task 4. Continuing Design and Permitting Services

If the DISTRICT Governing Board approves the continued funding of the PROJECT following review of the third party review in accordance with subparagraph 3.9 of this Agreement, the COOPERATOR will continue the design and permitting up to the funding amount of this Agreement. The COOPERATOR will prepare, support, and submit permit applications for all applicable federal, state, county and city laws.

Measurable Benefit

The completion of the Basis of Design Report and 30% Design Level Package for the Phase 3B Interconnect in accordance with this Project Plan.

COOPERATOR Deliverables

All draft documents may be provided in electronic format. All final reports will be provided to the DISTRICT as described below. All final documents will also be provided in electronic format (PDF and Microsoft Word for final deliverables and Microsoft Office format for templates, worksheets, etc.).

- Quarterly design status reports
- Copy of draft contract(s) and work orders with consultant, for approval prior to execution

- Copy of executed contract(s) and work orders with consultant
- Minutes of kick-off, pre-application and progress meetings
- Draft Basis of Design Report
- Final Basis of Design Report, including Engineer's Opinion of Cost
- Supplemental reports as necessary to facilitate a 30% design level review.
- Copy of all required federal, state and local environmental permit application packages, requests for additional information, and final permit approvals
- Minority/Women Owned and Small Business Utilization Report Form (Exhibit "B")

DISTRICT Deliverables

- Third party peer review report

Project Budget

DESCRIPTION	COOPERATOR	DISTRICT	TOTAL
1. Basis of Design Services	\$202,500	\$202,500	\$405,000
2. 30% Design Level Services	\$250,000	\$250,000	\$500,000
3. Third Party Review	\$15,000	\$15,000	\$30,000
4. Continuing Design and Permitting Services*	\$292,500	\$292,500	\$585,000
Total	\$760,000	\$760,000	\$1,520,000

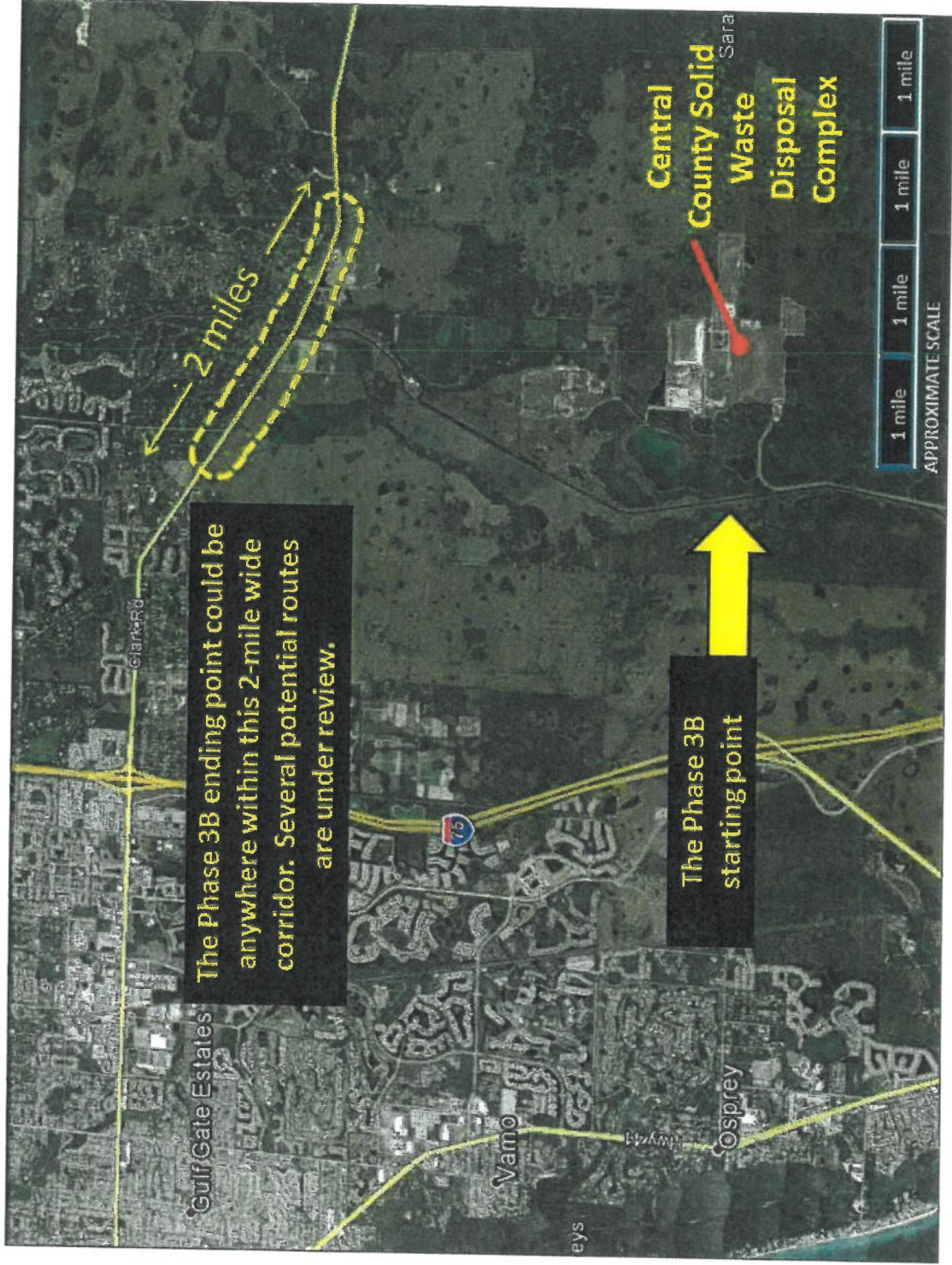
* Task 4 budget is based on the DISTRICT'S FY2017 budget allocation for continuing work on the PROJECT if the DISTRICT'S Governing Board's determines to continue funding the PROJECT after review of the results of the third party review. Final design and permitting services will exceed the amount shown.

Project Schedule

DESCRIPTION	COMMENCE	COMPLETE
1. Basis of Design Services	2/1/2016	2/2/2017
2. 30% Design Level Services	2/3/2017	6/7/2017
3. Third Party Review	6/8/2017	8/29/2017
4. Continuing Design and Permitting Services	8/30/2017	7/20/2018

Project Map

Phase 3B Interconnect Conceptual Pipeline Route



**EXHIBIT "B"
MINORITY/WOMEN OWNED AND SMALL BUSINESS UTILIZATION REPORT**

Projects receiving \$100,000 or more in cooperative funding from the Southwest Florida Water Management District require the submission of the following information within 30 days of any amendment increasing project funding and with the final invoice. Questions regarding use of this form should be directed to Contracts Administration, Phone (352) 796-7211 ext. 4132.

COOPERATOR: _____ AGREEMENT NO.: _____ PROJECT NAME: _____ TOTAL PROJECT COST: _____		INDICATE THE ONE CATEGORY THAT BEST DESCRIBES EACH ORGANIZATION LISTED*						
		BUSINESS CLASSIFICATION	NON-CERTIFIED MBE					UNKNOWN
NAMES OF CONTRACTORS AND SUBCONTRACTORS UTILIZED	TOTAL AMOUNT PAID	SMALL BUSINESS Section 288.703(1) F.S.	AMERICAN WOMAN	AMERICAN WOMAN	AMERICAN WOMAN	AMERICAN WOMAN	AMERICAN WOMAN	
		NON-MINORITY	NATIVE AMERICAN	NATIVE AMERICAN	NATIVE AMERICAN	NATIVE AMERICAN	NATIVE AMERICAN	
			ASIAN/HAWAIIAN AMERICAN	ASIAN/HAWAIIAN AMERICAN	ASIAN/HAWAIIAN AMERICAN	ASIAN/HAWAIIAN AMERICAN	ASIAN/HAWAIIAN AMERICAN	
			HISPANIC AMERICAN	HISPANIC AMERICAN	HISPANIC AMERICAN	HISPANIC AMERICAN	HISPANIC AMERICAN	
			AFRICAN AMERICAN	AFRICAN AMERICAN	AFRICAN AMERICAN	AFRICAN AMERICAN	AFRICAN AMERICAN	

* Our organization does not collect minority status data.

Signature _____

Date _____

Print Name and Title _____

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
April 3, 2019

CONSENT AGENDA
ITEM 5

Award Contracts for Purchase of Water Treatment Chemicals

Recommended Action -

Motion to award and authorize Executive Director to execute Contracts for Purchase of Water Treatment Chemicals with the recommended lowest responsible and responsive bidders.

Water treatment chemicals were bid in accordance with the Authority's Procurement Policy and staff recommends award of contracts to the lowest responsible and responsive bidders as listed below. Contracts are for an initial term of one year (April 1, 2019 through March 31, 2020), and are eligible for up to two (2) one-year extensions upon mutual consent of the parties.

Bid Item	Chemical	Recommended Bidder	Unit Cost
No. 1	Aqua Ammonia	Airgas Specialty Products, Inc.	\$0.5054 per gal.
No. 2	Aluminum Sulfate	C&S Chemicals	\$207.67 per ton
No. 3	Sodium Hypochlorite	Allied Universal Corporation	\$0.442 per gal.

Budget Action: None.

Attachments:

- Tab A Notice of Award
- Tab B Bid Tab and Chemical Price Comparison
- Tab C Sample Contract for Purchase of Water Treatment Chemicals

TAB A
Notice of Award

NOTICE OF INTENDED DECISION

**Water Treatment Chemicals
(Bid Opening Date: March 12, 2019)**

Recommended Action - Award Purchase Contracts for Water Treatment Chemicals to the recommended lowest responsible and responsive bidders.

Water treatment chemicals were bid in accordance with the Authority's Procurement Policy. Bids were opened on March 12, 2019.

Staff recommends the Authority Board of Directors award contracts to the lowest responsible and responsive bidders as listed below at the Authority Board meeting on April 3, 2019. Bid tabulation is attached.

Bid Item	Chemical	Recommended Bidder	Unit Cost
No. 1	Aqua Ammonia	Airgas Specialty Products, Inc.	\$0.5054 per gallon
No. 2	Aluminum Sulfate	C & S Chemicals	\$207.67 per ton
No. 3	Sodium Hypochlorite	Allied Universal Corporation	\$0.442 per gallon

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

Posted: March 15, 2019

TAB B
Bid Tab & Chemical Price Comparison



BID OPENING
Water Treatment Chemicals 2019
March 12, 2019 @ 2:00 PM
9415 Town Center Pkwy, Lakewood Ranch, FL 34202

BID TABULATION SHEET

Company Name:	Time Bid Opened:	Total Bid Amount: Item No. 1 Aqua Amonia (\$/gal)	Total Bid Amount: Item No. 2 Aluminum Sulfate (\$/ton)	Total Bid Amount: Item No. 3 Sodium Hypochlorite (\$/gal)
Tanner Industries Inc	2:00 pm	.60 /gal		
Airgas	2:02 pm	.5054 /gal		
Chemtrade	2:03 pm		\$275.00 /ton	
Thatcher Chemical of Florida	2:03 pm		\$237.88 /ton	
Univar USA	2:04 pm	no bid	<hr/>	
Allied Universal	2:05 pm			.442 /gal
C&S Chemicals	2:06 pm		\$207.07 /ton	

Bids Opened By: Ann Lee Finance & Administration Manager
 Name & Title

[Signature]
 Signature

Witnessed By: Rachel Kersten / agency clerk
 Name & Title

[Signature]
 Signature

Price Comparison

Chemical	Current Price	New Bid Price
Aqua Ammonia	\$0.5054/gallon	\$0.5054/gallon
Aluminum Sulfate (Alum)	\$170.00/ton	\$207.67/ton
Sodium Hypochlorite	\$0.468/gallon	\$0.442/gallon

TAB C
Contract

CONTRACT FOR PURCHASE OF GOODS WATER TREATMENT CHEMICALS

This Contract for Purchase of Goods, Water Treatment Chemicals, hereinafter referred to as the "Agreement", is made and entered into on _____, 2019, between PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY, 9415 Town Center Parkway, Lakewood Ranch, Florida 34202, hereinafter referred to as "Authority", and _____ hereinafter referred to as "Seller".

WHEREAS the Authority desires to engage the Seller to provide water treatment chemicals for the Peace River Regional Water Supply Facility, hereinafter referred to as the "Peace River Facility" on an as-needed basis for a fixed price; and

WHEREAS the Seller desires to supply water treatment chemicals as described herein, and has the experience, personnel, and resources to provide these chemicals in a timely manner.

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

ARTICLE 1. INTEGRATED AGREEMENT

The terms of this Agreement are intended by the parties as a final expression of their agreement with respect to its terms and as a complete and exclusive statement of its terms. The recitations are incorporated herein by reference.

ARTICLE 2. DESCRIPTION OF GOODS

The Seller undertakes to transfer ownership, sell, and deliver possession to the Authority, and the Authority shall pay for, buy and accept the following water treatment chemicals:

These chemicals are to be furnished firm FOB destination price for the delivery and unloading of water treatment chemicals at the Peace River Facility located in DeSoto County as set forth in the Bid Documents and hereinafter referred to as the "goods" or "chemicals".

ARTICLE 3. TIME AND PLACE OF DELIVERY

Delivery of the goods shall occur within five (5) business days of being requested by the Authority except for powder activated carbon which shall be delivered within ten (10) business days upon receipt of request for goods by the Authority.

The goods shall be delivered to and unloaded at the Peace River Facility, 8998 SW County Road 769, Arcadia, Florida 34269 ("place of delivery"). Time is of the essence and the Seller shall be held strictly to the delivery date from the receipt of the purchase order. Chemicals not delivered by the date specified shall justify the Authority's option to terminate the contract. All deliveries shall be made between the hours of 8:00 A.M. and 3:00 P.M. EST, Monday through Friday, excluding holidays, unless otherwise agreed to by the Authority.

Seller confirms that its equipment is compatible with the Authority's unloading and storage facilities at no inconvenience to the Authority. Certified weight or volume (as applicable to unit costs) tickets are required with each delivery. The Seller shall provide a separate delivery ticket for each delivery and shall obtain an authorized signature from the Authority. At least one copy of the delivery ticket and corresponding

weight or volume (as applicable to unit costs) ticket shall be provided to the Authority with each delivery.

Each individual purchase shall be assigned a Purchase Order. Separate invoicing shall be required for each delivery, showing the Purchase Order number. Seller shall also comply with all requirements of the Safety Measures attached hereto as Exhibit E.

ARTICLE 4. PRICE

The unit prices, FOB destination quoted by the Seller in its Bid Form, and attached as Exhibit A, shall be considered firm throughout the term of the Agreement. The prices quoted shall be used for payment and shall include payment in full for all transportation, labor, equipment and other costs used in delivering all goods to the point of delivery and the unloading of such goods. There shall be no cost adjustments.

Storage tanks, where required, for goods offered under this Agreement shall be furnished by the supplier(s) at the Authority's option on loan, and at no cost to the Authority. Estimated quantities are not guaranteed. The Authority is not obligated to make any minimum quantity purchases from the Seller during the Agreement term.

ARTICLE 5. CANCELLATION

Failure by the Seller to comply with terms of this Agreement shall be deemed a breach of contract claim against Seller and shall, at the Authority's sole and absolute discretion, result in the cancellation of this Agreement in accordance with ARTICLE 19.

TERMINATION.

ARTICLE 6. COMPENSATION

The Seller shall prepare and submit to the Authority invoices for goods delivered. The Executive Director, or the Executive Director's designee, shall approve payment

after verifying delivery is in compliance with all requirements of this Agreement. Payment shall be made in accordance with the Part VII of Chapter 218, Florida Statutes, Florida Prompt Payment Act. The Authority may, in addition to other remedies available at law or equity, retain such monies from amounts due Seller 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 Seller to the Authority against any payments due the Seller under this Agreement.

ARTICLE 7. SELLER'S ASSIGNMENT OF PAYMENT

The Seller may not assign the right to receive payment from the Authority.

ARTICLE 8. EXPRESS WARRANTY

In addition to any implied warranties of the Uniform Commercial Code, the Seller warrants to the Authority that the goods being sold under this Agreement shall strictly meet the specifications in Exhibit D.

ARTICLE 9. RIGHT OF INSPECTION

The Authority shall have the right to inspect the goods at the time and place of delivery, before payment or acceptance.

ARTICLE 10. ALLOCATION OF RISK OF LOSS

Any risk or loss associated with the goods remains with the Seller until the time of acceptance of the goods by the Authority at the place of delivery.

ARTICLE 11. REJECTION OF NONCONFORMING GOODS

Rejection of goods for failure to conform to the requirements of this Agreement must be made within thirty (30) days after their delivery and inspection. The Authority shall send written notification of the rejection to the Seller. The notice must state the

basis of the alleged nonconformity of the goods and describe the portion of the shipment being rejected.

On receipt of notification of rejection, the Seller shall immediately arrange for the return shipment of the goods at the Seller's expense. The Seller shall ship replacement conforming goods, at no additional cost to the Authority, within ten (10) business days of the notice of rejection unless the Authority notifies the Seller to forgo the shipment before that date.

ARTICLE 12. ADDITIONAL REMEDIES OF THE AUTHORITY

In addition to any of the remedies provided under the Uniform Commercial Code, if the Seller is unable to provide services because of breakdown, product scheduling, lack of product or equipment, then the Authority may, on an order basis, go to another supplier and the Seller recognizes that this Agreement is not an exclusive contract to purchase chemicals.

ARTICLE 13. EXCLUSIVE REMEDIES OF THE SELLER

The exclusive remedies of the Seller under this Agreement are to have any goods not paid for returned to the Seller, or to receive, on demand, the purchase price for any goods not paid for in accordance with the terms of this Agreement and not returned within sixty (60) days of the demand.

ARTICLE 14. WAIVER

No claim or right arising out of a breach of this Agreement can be discharged by the Authority in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration, is in writing, and is signed by the Executive Director or appointed designee.

ARTICLE 15. SELLER'S DELEGATION

The Seller may not delegate its performance in the delivery of goods under this Agreement without the prior written consent of the Authority. Written consent shall be in Authority's sole discretion, and if granted, shall be given once the Authority has received satisfactory assurances that the quality of goods being substituted shall be equivalent to that of the contract goods, that all terms of the Contract Documents are complied with, and that the delegation shall not otherwise adversely affect the Authority's rights and obligations with regard to other sellers.

ARTICLE 16. SELLER'S INSURANCE REQUIREMENTS

The Seller shall, at all times during the term of this Agreement, secure and maintain the following forms and amounts of insurance coverage during the life of this Agreement:

- *Workers' Compensation and Employer's Liability Insurance.* The Seller shall secure and maintain Workers' Compensation insurance for all employees employed including supervision, administration, and management personnel. All such insurance shall comply with Florida Workers' Compensation Law. Coverage shall include a waiver or subrogation clause in favor of the Authority. Seller shall also be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a workers' compensation law.

The liability limits shall be not less than:

Workers' compensation	Statutory
Employers' liability	\$100,000 each occurrence \$500,000 Disease – Policy Limit \$100,000 Disease – Each Employee

- *Business Automobile and Public Liability Insurance.* The Seller shall secure and maintain Business Automobile and Public Liability insurance that shall be occurrence type, written in comprehensive form, and shall include Seller's owned, non-owned, and hired motor vehicle coverage. Seller shall secure and maintain other Public Liability insurance against all other Bodily Injury, Property Damage, and Personal Exposures. Additionally, Seller shall be required to carry Public Liability coverage including: (1) On and Off Premises Operation Liability; (2) Personal Injury Liability Insurance; and (3) Independent Contractor Liability. All liability insurance shall be written on an occurrence basis and shall not be written on a claim-made basis.

The liability limits shall be not less than:

Business Automobile & Public Liability Insurance	\$1,000,000 combined single limit for each occurrence
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- *Commercial General Liability Insurance.* Seller shall secure and maintain Commercial General Liability Insurance that shall be occurrence type, written in comprehensive form, and shall protect Seller, and Authority as additional insureds, against claims arising from injuries, sickness, disease, or death of any person or damage to property arising out of the provision of good under this Agreement. This policy must include a pollution liability coverage. The policy shall also include a per project aggregate limit endorsement, personal injury liability coverage, contractual liability coverage, and products liability coverage, and coverage for blasting, explosion, collapse of buildings, and damage to underground property.

The liability limits shall be not less than:

Bodily Injury and Property Damage	\$1,000,000 combined single limit for each occurrence
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All insurance policies, except the Workers' Compensation policy, 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 Seller 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. Seller has provided Authority with Certificates of Insurance for all policies in compliance with this Agreement prior to the execution of this Agreement. The required Certificates of Insurance not only shall name types of policies provided but also shall refer specifically to the Agreement. Failure of Seller to maintain said insurance coverage shall be deemed a breach of the terms of the Agreement and may, at Authority's sole and absolute discretion, result in the immediate termination of this Agreement. 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 Seller by certified mail. Seller 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 term of this Agreement, renewal Certificates of Insurance

shall be furnished thirty (30) days prior to the date of their expiration. Failure of Authority to demand such certificates or other evidence of Seller's full compliance with these insurance requirements or failure of Authority to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Seller's obligation to maintain such insurance.

ARTICLE 17. CONTRACT TERM

Term of this contract is for one (1) year commencing on April 1, 2019 through March 31, 2020 and may be extended for two (2) one (1) year periods upon mutual written agreement of both parties.

Written agreement for each contract extension shall be approved no later than January 15 for the ensuing contract year. All Agreement terms, including ARTICLE 4. PRICES, shall remain the same through the term of any extension.

ARTICLE 18. CONTRACT DOCUMENT

The Contract Documents that comprise the contract between the Authority and the Seller are attached hereto and made a part hereof and consists of the following:

- This Agreement;
- Bid Form, attached as Exhibit A;
- Invitation to Bid, attached as Exhibit B;
- Instruction to Bidders, attached as Exhibit C;
- Technical Specifications, including the Minimum Specifications for Water Treatment Chemicals, attached as Exhibit D;
- Safety Measures, attached as Exhibit E;
- Any addenda to the Bid Documents, if applicable, attached as Exhibit F; and

- Any written amendments or modification to this Agreement.

ARTICLE 19. TERMINATION

This Agreement may be terminated by the Authority, without cause, upon seven (7) days written notice. In the event the Agreement is terminated by Authority, the duties and obligations of Seller under the following provisions shall survive termination and continue in full force and effect:

1. ARTICLE 10. ALLOCATION OF RISK OF LOSS;
2. ARTICLE 12. ADDITIONAL REMEDIES OF THE AUTHORITY;
3. ARTICLE 13. EXCLUSIVE REMEDIES OF THE SELLER;
4. ARTICLE 19. TERMINATION;
5. ARTICLE 20. GOVERNING LAW; and
6. ARTICLE 24. INDEMNIFICATION.

ARTICLE 20. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the Uniform Commercial Code - Sales. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Florida, as effective and in force on the date of this Agreement.

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, then all litigation and collection expenses, witness fees, court costs and reasonable attorneys' fees shall be paid to the prevailing party. The venue of any litigation resulting out of this Agreement shall be in the county or circuit court, whichever is applicable, in and for Manatee County, Florida.

ARTICLE 21. PARTIES BOUND

This Agreement shall be binding on and inure to the benefit of its parties and their partners, successors, assigns and legal representatives when permitted by this Agreement.

ARTICLE 22. NON-EXCLUSIVITY

This is not an exclusive contract. The Authority has the right to contract with other suppliers for the purchase of water treatment chemicals described in Exhibit B from one or more suppliers.

ARTICLE 23. MODIFICATION

This Agreement may be modified only in writing and signed by both parties or their duly authorized agents.

ARTICLE 24. INDEMNIFICATION

The Seller shall indemnify and save the Authority, its agents, servants and employees harmless from and against any claim, costs, including its attorney's fees, or cause of action of whatsoever kind or nature caused by negligent error, omission or act of the Seller, its agents, servants or employees in the performance of this Agreement.

ARTICLE 25. INDEPENDENT CONTRACTOR

The Seller expressly warrants that it will not represent at any time or in any manner that the Seller or any of its agents, servants or employees are agents, servants or employees of the Authority. It is understood and agreed that the Seller is, and shall at all times remain as to the Authority, a wholly independent contractor and that the Seller's obligations to the Authority are solely as prescribed by this Agreement. It shall be the responsibility of the Seller to assure compliance with local, state or federal laws

and regulations or other requirements as each may apply to the sale, delivery and goods purchased pursuant to this Agreement.

ARTICLE 26. SEVERABILITY

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

SECTION 27. SCRUTINIZED COMPANIES

Pursuant to Section 287.135, Florida Statutes, a company that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes, or has been engaged in business operations in Cuba or Syria, shall be ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of \$1 million or more. By signing this Agreement, Seller certifies that it is not currently on either of the aforementioned lists and agrees to notify the Authority if placement on either list occurs. If Seller submits a false certification, the Authority may terminate this Agreement and bring a civil action against the Seller, which may result in a penalty equal to the greater of \$2 million or twice the fee resulting from this Agreement and all reasonable attorney's fees and costs. The Authority may also terminate the Agreement if the Seller is deemed to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

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

ATTEST:

Peace River Manasota
Regional Water Supply Authority

Patrick J. Lehman, Executive Director

WITNESS

SELLER:

By: _____

By: _____

Print Name & Title

APPROVED AS TO FORM:

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

EXHIBIT A
BID FORM
WATER TREATMENT CHEMICALS

Bidder's contact person for additional information on this bid.

NAME: _____

TITLE: _____

COMPANY: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE: _____

EMAIL: _____

FAX: _____

STREET ADDRESS IF DIFFERENT FROM ABOVE:

STREET ADDRESS: _____

CITY, STATE, ZIP: _____

BIDDER'S DECLARATION AND UNDERSTANDING

The undersigned, hereinafter referred to as the "Bidder", declares that the only persons or parties interested in this bid proposal are those named herein, that this bid proposal is, in all respects, fair and without fraud, that it is made without collusion with any official of the Authority, and that the bid proposal is made without any connection or collusion with any person submitting another bid proposal on this Contract for Purchase of Goods.

If this Bid is awarded to Bidder, Bidder agrees to acknowledge the terms and conditions of the attached Contract for Purchase of Goods, Water Treatment Chemicals, ("Contract") and agrees to return a signed Contract and the required Certificate of Insurances to the Authority within fifteen (15) calendar days after receipt of the Notice of Award.

Bidder hereby acknowledges receipt of Addenda No.'s, if any, _____, _____, _____, (Bidder shall insert No. of each Addendum Received) and agrees that all addenda issued are hereby made part of the Contract Documents, and the Bidder further agrees that this bid proposal(s) includes all impacts resulting from said addenda.

Bidder agrees that any and all applicable federal, state, and local sales and use taxes that are incurred by the Bidder are included in the bid. The Authority is tax exempt.

Award shall be made to the lowest responsible and responsive bidder(s) whose bid is determined to be the most advantageous to the Authority. Bidders may submit a bid for one or more of the bid items. Each bid item shall be awarded to the lowest responsible and responsive bidder(s) for that bid item. This shall not be an exclusive contract and the Authority reserves the right to enter into contracts with other suppliers of water treatment chemicals and to purchase water treatment chemicals from one or more suppliers.

The following Bid Prices shall be in effect for one (1) year from April 1, 2019 through March 31, 2020:

BID ITEM	DELIVERY METHOD	EST. OF ANNUAL QUANTITY	UNIT	UNIT PRICE
Item No. 1 Aqua Ammonia	Bulk Delivery	100,000	Gallon	\$ _____
Item No. 2 Aluminum Sulfate	Bulk Delivery	7,500	Dry Ton	\$ _____
Item No. 3 Sodium Hypochlorite	Bulk Delivery	700,000	Gallon	\$ _____

Delivery time shall not exceed five (5) working days upon receipt of request for goods by the Authority.

The names of the principal officers of the corporation submitting this bid proposal, or of the partnership, or of all persons interested in this bid proposal as principals are as follows:

_____	_____
_____	_____
_____	_____
_____	_____

DATED this _____ day of _____, 2019.

Bidder: _____
CORPORATE SEAL
IF APPLICABLE

By: _____
Signature

Print Name and Title

IF NOT A CORPORATION

STATE OF FLORIDA
COUNTY OF _____

Before me this day personally appeared _____ (Name of Bidder) _____ (Title) and _____ (Name of Bidder) _____ (Title) of _____ (Address) _____, Florida _____ to me well known to be the persons described herein and who executed the foregoing instrument and who acknowledges that said execution was done freely and voluntarily for the uses and purposes therein expressed.

Witness my hand and seal this _____ day of _____, 2019.

My Commission expires: _____

[PRINT NAME]
Notary Public
Commission No.

IF CORPORATION

STATE OF FLORIDA
COUNTY OF _____

Before me this day personally appeared _____ (Name of Bidder) _____ (Title) and _____ (Name of Bidder) _____ (Title) of _____ (Address) _____, Florida _____ to me well known to be the persons described herein and who executed the foregoing instrument and who acknowledges that they did so as officer(s) of said corporation all by and with the authority of the Board of Directors of said corporation.

Witness my hand and seal this _____ day of _____, 2019.

My Commission expires: _____

[PRINT NAME]
Notary Public
Commission No.

PUBLIC ENTITY CRIMES STATEMENT

Sworn Statement Under Section 287.133(3)(a), Florida Statutes,
on Public Entity Crimes

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

1. This sworn statement is submitted to Peace River Manasota Regional Water Supply Authority by

(Print individual's name and title)

for

(Print name of entity submitting sworn statement)

whose business address is

and (if applicable) its Federal Employer Identification Number (FEIN) is

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____).

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

5. I understand that a 'person' as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term 'person' includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **[indicate which statement applies]**

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

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

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

I understand that the submission of this form to the contracting officer for the public entity identified in paragraph (1) above is for the public entity only and, that this form is valid through December 31 of the calendar year in which it is filed. I also understand that 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.

BIDDER:

(Signature) (Date)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2019 by _____, as _____ of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me or produced _____ as identification.

My Notary Commission Seal:

Name typed/printed: _____

Notary Public, State of: _____

Commission No: _____

My commission expires _____

EXHIBIT B

INVITATION TO BID WATER TREATMENT CHEMICALS

The Peace River Manasota Regional Water Supply Authority (“Authority”) is requesting sealed bids for the purchase of water treatment chemicals and will receive sealed bids addressed to the attention of Procurement Officer at the Authority’s Administrative Office at the address listed below no later than 2:00 P.M. EST, March 12, 2019.

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

All bids that have been received in accordance with the Invitation to Bid will be publicly opened immediately following the above stated time and date for receipt of bids. Bids received after the scheduled closing time for submission of bids will be returned unopened.

The Authority is seeking to purchase the following water treatment chemicals:

- Aqua Ammonia
- Aluminum Sulfate (Alum)
- Sodium Hypochlorite

Bids shall be firm FOB destination price for the purchase, delivery, and unloading of water treatment chemicals at the Peace River Facility located in DeSoto County as set forth in the Bid Documents. All bids are to be firm price for a period of one (1) year commencing on April 1, 2019.

A Copy of the Bid Documents may be obtained at no charge by contacting Rachel Kersten at the above referenced address and phone number or e-mail at peacriver@regionalwater.org.

EXHIBIT C

INSTRUCTIONS TO BIDDERS WATER TREATMENT CHEMICALS

Bid Submittal

The Peace River Manasota Regional Water Supply Authority ("Authority") is requesting sealed bids for the purchase of water treatment chemicals and will receive sealed bids addressed to the attention of Procurement Officer or at the Authority's Administrative Office at the address listed below no later than 2:00 P.M. EST, March 12, 2019.

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

Copies of Bid Documents

The Invitation to Bid, Instructions to Bidders, Bid Form and contract are collectively known as the "Bid Documents." A copy of the Bid Documents may be obtained at no charge by contacting Rachel Kersten at the above address and phone number or email at peacriver@regionalwater.org. The Authority may also use DemandStar, a third party provider, to distribute proposals. Visit the DemandStar website at www.DemandStar.com for more information regarding this service. Participation in the DemandStar system is not a requirement for doing business with the Authority.

Bid Delivery Requirements

Any bid received after 2:00 P.M. EST, March 12, 2019 will not be opened or considered. It shall be the sole responsibility of the bidder to have bid delivered to the Authority's Administrative Office for receipt on or before the above-stated date and time. Immediately following the scheduled closing time for submission of Bids, all Bids received on time will be opened publicly and read aloud. Bids received after the scheduled closing time for submission will be returned unopened.

Bid Document Clarification & Addenda

Each bidder shall examine all Bid Documents and shall judge all matters relating to the adequacy and accuracy of such documents. Inquiries or requests concerning interpretation, clarification, or additional information pertaining to the Bid Documents shall be made through the Procurement Officer at:

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

The Authority shall not be responsible for oral interpretations given by any employee, representative, or others. The issuance of a written addendum is the only official

method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to the Bid Documents, the Authority will attempt to notify all prospective bidders who have secured same via electronic mail; however, it shall be the responsibility of the bidder, prior to submitting a bid, to contact the Authority Procurement Officer at (941) 316-1776 to determine if addenda were issued and to make such addenda a part of its bid.

Bid Submittal Sealed & Marked

Bidder shall provide (1) one signed copy of bid on bid forms provided by the Authority; (2) affidavit of compliance with the American Water Works Association's standards and these specifications; and (3) all items shall be submitted in an opaque sealed package clearly marked on the outside "**Sealed Bid - Water Treatment Chemicals**" along with the name and address of bidder. If the bid is mailed or sent by some other delivery system, place items in a sealed envelope enclosed in a separate envelope marked as stated above and address to:

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

Bid Opening Location

Bids will publicly be opened by the Procurement Officer at the Authority's Administrative Office at 9415 Town Center Parkway, Lakewood Ranch, Florida 34202, immediately following the above-stated time and date for receipt of bids.

Legal Name

Bids shall clearly indicate the legal name, address, and telephone number of the bidder (company, firm, partnership, individual) and the email address of the bidder's contact person. Bids shall be signed above the typed or printed name and title of the signer. The signer shall have the authority to bind bidder to the submitted bid.

Bid Expenses

All expenses for making bids to the Authority are to be borne by the bidder.

Irrevocable Offer

Any bid may be withdrawn up until the date and time set above for opening of the bid. Any bid not so withdrawn upon official closing of bids shall constitute an irrevocable offer for a period of ninety (90) days to sell to the Authority the goods or services set forth in the attached specifications until one (1) or more of the bids have been duly accepted by the Authority through the execution of a contract.

Buy American

The Authority gives preference to American-produced water treatment chemicals, as follows:

- a. All materials or water treatment chemicals supplied to the Authority shall be manufactured in the United States.
- b. All water treatment chemicals supplied to the Authority shall be manufactured in the United States and shall be substantially comprised of materials or supplies mined, produced, or manufactured in the United States.
- c. The requirement of paragraphs (a) and (b) above shall not apply in the event the Authority determines that:
 - i. materials, supplies and products mined, produced or manufactured in the United States are not available in sufficient and reasonably available quantities and of a satisfactory quality; or
 - ii. Complying with requirement of supplying American materials, supplies, and products will increase cost to the Authority by more than ten percent (10%).

Award of Contract

The Authority reserves the right to reject any and all bids as may be deemed necessary by the Authority, in its sole and absolute judgment, to be in its best interest.

- a. The Authority reserves the right to waive any and all informalities in the bidding process. The Authority reserves the right to waive any and all mistakes, errors, or noncompliance with the requirements of these bidding documents, which may be committed by the bidder or bidders, when it is deemed by the Authority to be in the best interest of the Authority.
- b. The Authority reserves the right to reject any nonconforming, unresponsive, unbalanced, or conditional bids.
- c. The Authority reserves the right to reject the bid of any bidder if the Authority believes it would not be in the best interest of the Authority to make an award to that bidder. The Authority reserves the right to reject the bid of any bidder because the bid is not responsible or responsive, or the bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the Authority. The Authority shall have the sole discretion to determine which factors it deems significant in its determination as to qualifications.
- d. The Authority reserves the right to reject the bid of any bidder who, in the Authority's judgment, has failed to take adequate affirmative steps to promote equal employment opportunities.

- e. It is the intent of the Authority to award the contract for each Bid item to the lowest responsible and responsive Bidder provided that the bid has been submitted in accordance with the requirements of the Bidding Documents. The Authority reserves the right to waive informalities or irregularities in any bid and to accept bid(s) that is, in the Authority's judgment, in the Authority's best interest.

Reserved Rights

The bid of the lowest responsive and responsible bidder for each item will be accepted, unless all bids are rejected, provided that this shall not be an exclusive contract and the Authority reserves the right to enter into contracts with other suppliers of water treatment chemicals and to purchase water treatment chemicals from one (1) or more suppliers. The lowest responsible bidder shall mean that bidder who makes the lowest bid to sell goods and/or services of a quality that conforms to the quality of goods and/or services set forth in the attached specifications or otherwise required by the Authority, and who is known to be fit and capable to perform the bid as made. To be responsive, a bidder shall submit a bid that conforms in all material respects to the requirements set forth in the Bid Documents. To be a responsible bidder, the bidder shall have the capability in all respects to perform fully the contract.

The Authority also reserves the right to make such investigation as it deems necessary to determine the ability of any bidder to deliver the goods or service requested. Information the Authority deems necessary to make this determination shall be provided by the bidder. Such information may include, but shall not be limited to: current financial statements; verification of availability of equipment and personnel; and past performance records.

Procurement Policy and Bid Protest

Bidder is hereby placed on notice of the existence of the Peace River Manasota Regional Water Supply Authority Procurement Policy, December 2018 (or latest revision), and is considered to be on constructive notice of all provisions contained therein. A copy is available at the Authority's Administrative Office at 9415 Town Center Parkway, Lakewood Ranch, Florida 34202, and on the Authority's website at www.regionalwater.org.

After issuance of an invitation for bids, a request for proposals, a request for qualifications, or other solicitation, or during renegotiation of an existing contract, prospective bidders or their agents, representatives or persons acting at the request of such bidders are prohibited from contacting members of the Authority Board of Directors and Executive Director or any members of a selection or negotiation committee until after the final recommendation is presented to the Board for approval or when the solicitation has been canceled or terminated. Any questions concerning a solicitation shall be directed only to the person designated by the Executive Director. Failure to adhere to this requirement may make the bidder ineligible for selection at the discretion of the Authority.

Bidder acknowledges familiarity with the established purchasing procedures of the Authority and more specifically sections regarding Competitive Sealed Bidding, Appeals and Remedies, and Ethics in Public Contracting including gratuities and kickbacks as detailed in the Procurement Policy.

Disputes regarding the bidding process shall be resolved in accordance with the policies and procedures contained in the Procurement Policy.

The Authority shall post the bid tabulation and intended decision for award on the Authority's website at www.regionalwater.org.

Bidders are hereby notified failure to file a protest with respect to the terms, conditions, and specifications contained in the Bid Documents or intended decision for award of the contract to the successful bidder(s) within the times prescribed in section 120.57(3), Florida Statutes, shall constitute a waiver to the bid protest proceedings under Chapter 120, Florida Statutes. Further, bidders are also notified that failure to file a protest within the times prescribed in the Authority's Procurement Policy shall constitute a waiver to the bid protest proceedings provided under such policy. Any bid protest that is not timely shall be dismissed.

Public Entity Crimes

Pursuant to Subsection 287.133(2)(a) and (3)(a), Florida Statutes, a person or an affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for category two for a period of thirty-six (36) months from the date of being placed on the convicted vendors list.

Bidder shall submit with its bid a Public Entity Crimes Form.

Discriminatory Vendor List

Pursuant to Subsection 287.134(2)(a) and (3)(a), Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list 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 or real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

Scrutinized Companies

Pursuant to Section 287.135, Florida Statutes, a company that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes, or has been engaged in business operations in Cuba or Syria, shall be ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of \$1 million or more. Bidder may not submit a bid if it is on the aforementioned lists. By submitting a bid, bidder certifies that it is not on the aforementioned lists.

Code of Ethics

With respect to this bid, if any bidder violates or is a party to a violation of Chapter 10 of the Authority's Procurement Policy, or Chapter 112, Part III, Florida Statutes, Code of Ethics for Public Officers and Employees, such bidder may be disqualified from furnishing the goods or services for which the bid is submitted and shall be further disqualified from submitting any future bids for goods or services for the Authority. A copy of the State Ethics Code is available at the Authority's Administrative Office.

Collusion

By offering a submission to this invitation for bid, the bidder certifies the bidder has not divulged to, discussed or compared bid with other bidders and has not colluded with any other bidder or parties to this bid whatsoever. Also, bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, that in connection with this bid:

- a. Any price and/or cost data submitted has been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices and or cost data, with any other bidder or with any competitor;
- b. Any price and/or cost data quoted for this bid has not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to the scheduled opening directly or indirectly to any other bidder or to any competitor;
- c. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition;
- d. The only person or persons interested in this bid, principal or principals is/are named therein and no person other than therein mentioned has any interest in this bid or in the contract to be entered into; and

- e. No person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee excepting bona fide employees or established commercial agencies maintained by the Seller for the purpose of doing business.

Contract Forms

Any agreement, contract, or purchase order resulting from the acceptance of a bid shall be on forms supplied by the Authority (or reciprocal entity identified in the contract documents).

Bid Forms, Variances, Alternates

The Bid Form is included with the Bid Documents. Bids must be submitted on the Bid Form contained in these bid documents, although additional information may be attached. Bidders must fully comply with the specifications, terms, and conditions contained in these bid documents.

The Bid Form shall be completed in ink and the signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A bid may be submitted for one or more chemicals on the same Bid Form. A bid item left blank shall be interpreted as a 'no bid' for that bid item.

A bid by a corporation shall be executed in the corporate name by the president of a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate address and state of incorporation shall be shown below the signature. A bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown below the signature.

ESTIMATED QUANTITIES

To the extent that the Bid Form or any of the Contract Documents contain any estimates of quantities of materials, such estimates are not guaranteed and may not be relied upon by bidder in submitting a bid.

Basis of Bid; Comparison of Bids

Bid prices shall be in unit price as indicated on the Bid Form.

Discounts

Any and all discounts must be incorporated as a reduction in the bid price and not shown separately. The price as shown on the bid shall be the price used in determining award(s).

Descriptive Information

Unless otherwise specifically provided in the specifications, all equipment, materials, and articles provided to the Authority in accordance with the contract are to be new and of the most suitable grade for the purpose intended. Unless otherwise specifically provided in the specifications, reference to any equipment, material, article or patented process, by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition.

Taxes

The Authority is exempt from state sales taxes (Florida Sales Tax Exempt Certificate No. 85-8012587856C-5). Therefore, the bidder is prohibited from delineating a separate line item in its bid for sales or service taxes. The Authority does not intend to imply the bidder has no independent tax liability for services that are performed pursuant to this award.

Quality Guarantee

If any product delivered does not meet applicable specifications, or if the product will not produce the effect the supplier represents to the Authority, the supplier shall pick up the product from the Authority at no expense to the Authority. Also, the supplier shall refund to the Authority any money that has been paid for same. The supplier will be responsible for reimbursing the Authority for attorney fees in the event the supplier defaults and court action is required.

Quality Terms

The Authority reserves the right to reject any and all materials if, in its judgment, the item reflects unsatisfactory workmanship or manufacturing or shipping damage.

Use of Trade Names

Brand or trade names referenced in specifications are for comparison purposes only. Bidders may submit bids on items manufactured by other than the manufacturer specified. In these instances, bids must be accompanied with all descriptive information necessary for a thorough evaluation of the proposed material or equipment such as detailed drawings and specifications, certified operation and test data, and experience records, as well as an itemized list of any variance from, or exceptions taken to the specifications. Failure of any bidder to furnish this data will be cause for rejection of the specified item(s) to which it pertains.

Regulations

It shall be the responsibility of each bidder to assure compliance with any Occupational Safety and Health Administration, Environmental Protection Agency, and other federal,

state, and local laws, rules, and regulations as each may apply. All bidders are required to submit a Material Safety Data Sheet with their bid proposal.

Cancellation

It is the intention of the Authority to purchase goods from sources of supply that provides prompt and convenient shipment and service. Any failure of the bidder to satisfy the requirements of the Authority shall be reason for termination of the award and contract.

Royalties and Patents

The successful bidder(s) shall pay all royalties and license fees for goods in conjunction with the goods bidder is furnishing. Bidder shall defend all suits or claims for infringement of any patent right and shall save the Authority harmless from loss on account thereof and cost and attorney's fees incurred therefore.

Authorized Product Representation

The successful bidder(s), by virtue of submitting the name and specifications of a manufacturer's product, will be required to furnish the named manufacturer's product. By virtue of submission of the stated documents, it will be presumed by the Authority that the bidder(s) is legally authorized to so submit, and the successful bidder(s) will be legally bound to perform according to the documents.

Equal Employment Opportunity Clause

The Authority, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of The Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this advertisement and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

EXHIBIT D

TECHNICAL SPECIFICATIONS WATER TREATMENT CHEMICALS

Item No. 1 - Aqua Ammonia

Aqua Ammonia (Ammonium Hydroxide) is specified for use in the disinfection of potable drinking water. Aqua Ammonia shall be clear and colorless and free from sediment and particles.

1. Aqua Ammonia shall be in accordance with AWWA Standard B306-15 (or latest edition) modified as follows:
 - a. Supplier to provide an affidavit of compliance stating that the Aqua Ammonia complies with the applicable provisions of AWWA Standard B306-15 (or latest edition) and these specifications are required.
 - b. Aqua Ammonia shall be 19 percent by weight. Tolerance allowed is ± 0.9 percent.
 - c. Shipment shall be by bulk tanker truck.
 - d. Supplier must provide a receipt with the exact quantity of Aqua Ammonia delivered at the time of delivery.
 - e. Supplier shall be responsible for pumping Aqua Ammonia into Authority's storage tanks and shall provide all necessary equipment compatible with the Authority's filling station.
2. Aqua Ammonia shall meet NSF-60 or 61 as appropriate.

EXHIBIT D

TECHNICAL SPECIFICATIONS WATER TREATMENT CHEMICALS

Item No. 1 - Aluminum Sulfate

Aluminum Sulfate (liquid) is specified for use in the coagulation of potable drinking water. This chemical is intended specifically for use in coagulation of colored surface water sources.

1. Aluminum Sulfate (Alum) shall be in accordance with AWWA B403-16 (or latest edition) modified as follows:
 - a. Affidavit of compliance stating that the Aluminum Sulfate complies with the applicable provisions of AWWA Standard B403-16 (or latest edition) and these specifications are required.
 - b. Alum shall be liquid only, of not less than 4.23 percent as AL or 8.0 percent as $AL_2 \cdot O_3$.
 - c. Shipment shall be in bulk tanker truck.
 - d. Certificate of Analysis (COA) and Certified weight tickets for each shipment will be required.
 - e. Supplier shall be responsible for pumping Aluminum Sulfate into Authority's storage tanks and shall provide all necessary equipment compatible with the Authority's filling station.
2. Aluminum Sulfate shall meet NSF-60 or 61 as appropriate.
3. Aluminum Sulfate shall be bid on a dry ton basis.

EXHIBIT D

TECHNICAL SPECIFICATIONS WATER TREATMENT CHEMICALS

Item No. 3 – Sodium Hypochlorite

Sodium Hypochlorite is specified for use in the disinfection process of potable drinking water.

1. Sodium Hypochlorite shall be in accordance with AWWA Standard B300-18 (or latest edition) modified as follows:
 - a. Affidavit of compliance stating that the Sodium Hypochlorite complies with the applicable provisions of AWWA Standard B300-18 (or latest edition) and these specifications are required.
 - b. Sodium Hypochlorite shall be 12 trade percent available chlorine.
 - c. Sodium Hypochlorite solution shall be a clear liquid containing not more than 0.15 percent insoluble matter by weight.
 - d. Shipment shall be by bulk tanker truck.
 - e. Supplier must provide a receipt with the exact quantity of Sodium Hypochlorite delivered at the time of delivery.
 - f. Supplier shall be responsible for pumping Sodium Hypochlorite into Authority's storage tanks and shall provide all necessary equipment compatible with the Authority's filling station.
2. Sodium Hypochlorite shall meet NSF-60. "This material shall be certified as suitable for contact with or treatment of drinking water by an accredited certification organization in accordance with NSF/ANSI Standard 60, Drinking Water Treatment Chemicals – Health Effects."

EXHIBIT E

SAFETY MEASURES WATER TREATMENT CHEMICALS

All successful bidders shall supply, in writing, an emergency spill response plan with the appropriate emergency response personnel names and telephone contact numbers (24 hour contact numbers). In addition, the proper spill response notification procedure, along with any forms required by all local, state, or federal regulatory agencies, shall be supplied by the bidder. This section in no way relieves the successful bidder of its responsibility to notify the proper regulatory agencies of a spill incident. In the event of a spill or leak, the bidder shall supply the necessary personnel to respond to such an event, to work with the local Hazardous Materials Response Team, and to manage and oversee "After Event" cleanup efforts. Should a spill or leak occur, caused by Bidder's personnel, equipment, or method of delivery, Bidder shall immediately comply with all applicable terms and conditions of Reauthorization Act of 1986, 42 U.S.C.G. 11001, et seq. (SARA), the Florida Hazardous Materials Emergency Response and Community Right-to-Know Act, Chapter 252, Part II, Florida Statutes, and Section 403.077, Florida Statutes. The responsibility of compliance with federal and state rules and regulations regarding vendor caused spills or releases shall hold the Peace River Manasota Regional Water Supply Authority harmless for any failure to properly report and/or comply with this provision.

All successful bidders shall provide an appropriate safe handling training course, within the first month of the contract, to all current Peace River Facility operations personnel and shall be available to conduct "refresher" courses or new employee training at six (6) month intervals during the contract period.

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
April 3, 2019

CONSENT AGENDA
ITEM 6

Award Contract for Sludge Loading and Hauling Services

Recommended Action -

Motion to approve and authorize Executive Director to execute Contract for Sludge Loading and Hauling Services to the lowest responsible and responsive bidder, D.M. Construction Corp.

Bids were requested for the sludge loading and hauling of dewatered sludge from the Peace River Facility in accordance with the Authority's Procurement Policy. Two bids were timely received, and opened on March 15, 2019. Staff recommends award of the Contract for Sludge Loading and Hauling Services to the recommended lowest responsible and responsive bidder, D.M. Construction Corp., in the amount of \$7.75 per ton. This represents a \$0.30/ton increase over our current vendor price of \$7.45 which has been in effect since 2016.

Funds for these purchases are available in the FY 2019 budget.

Budget Action: No action needed.

Attachments

Tab A Notice of Award
Tab B Bid Tab
Tab B Contract

TAB A
Notice of Award

NOTICE OF INTENDED DECISION

**Sludge Loading and Hauling Services
(Bid Opening Date: March 15, 2019)**

Recommended Action - Award Purchase Contracts for Sludge Loading and Hauling Services to the recommended lowest responsible and responsive bidders.

Sludge loading and hauling services were bid in accordance with the Authority's Procurement Policy. Bids were opened on March 15, 2019.

Staff recommends the Authority Board of Directors award contracts to the lowest responsible and responsive bidders as listed below at the Authority Board meeting on April 3, 2019. Bid tabulation is attached.

Company Name	Bid Amount
D.M. Construction Corp	\$7.75 per ton
US Water Services Corp	\$8.61 per ton

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

Posted: March 20, 2019



Peace River Manasota

Regional Water Supply Authority

BID OPENING

Sludge Loading & Hauling Services 2019

March 15, 2019 @ 2:00 PM

9415 Town Center Pkwy, Lakewood Ranch, FL 34202

BID TABULATION SHEET

Company Name	Total Bid Amount	Time Bid Opened
D.M. Construction Corp	\$7.75 / ton	2:00 PM
US Water Services Corp	\$8.61 / ton	2:01 PM

Bids Opened By: Ann Lee Finance & Admin Mgr
Name & Title

[Signature]
Signature

Witnessed By: Korita Pelnick
Name & Title

[Signature]
Signature

TAB B
Bid Tab



Peace River Manasota

Regional Water Supply Authority

BID OPENING

Sludge Loading & Hauling Services 2019

March 15, 2019 @ 2:00 PM

9415 Town Center Pkwy, Lakewood Ranch, FL 34202

BID TABULATION SHEET

Company Name	Total Bid Amount	Time Bid Opened
D.M. Construction Corp	\$7.75 / ton	2:00 PM
US Water Services Corp	\$8.61 / ton	2:01 PM

Bids Opened By: Ann Lee Finance & Admin Mgr
Name & Title

[Signature]
Signature

Witnessed By: Korita Pelnick
Name & Title

[Signature]
Signature

TAB C
Contract

CONTRACT
for
Sludge Loading and Hauling Services

THIS CONTRACT ("Agreement") is made and entered into this ____ day of May, 2019 by and between PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY ("Owner"), 9415 Town Center Parkway, Lakewood Ranch, Florida, 34202 and _____ ("Contractor"), whose address is _____ for sludge loading and hauling services that will be conducted at the Owner's Peace River Water Supply Facility on SW County Road 769, Arcadia Florida 34269 (the "Site").

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

1. SCOPE OF WORK. Contractor shall furnish all labor, materials, tools, equipment, and supervision necessary for and incidental to the proper execution and completion of the services as further defined in the Technical Specifications & Conditions for Sludge Loading and Hauling Services, which are incorporated herein and attached as Exhibit "D" ("Work") and perform in accordance with the terms and conditions of this Agreement, the Technical Specifications & Conditions, the Owner's Request for Bids, including all Addenda, and the Contractor's response to Owner's Request for Bids, which are both incorporated herein by reference.

The proposed Work is generally described as follows:

The Work is to remove dewatered sludge from the Site and haul it offsite to the Charlotte County Landfill. Contractor will be paid on a unit cost basis for the tonnage loaded at the Site and hauled offsite. The official weigh station tickets from the landfill will be the basis for payment. Contractor will provide and pay for all materials, labor, and other items necessary to complete the Work and provide all services that may become necessary to execute, complete, and deliver the Work specified herein. All Work is to be performed in accordance with this Agreement, the Technical Specifications & Conditions, and industry standards.

2. CONTRACT PRICE. Owner shall pay Contractor, for performance and completion of the Work, on a unit cost basis of a total of \$_____per ton ("Contract Price") for Work. There shall be no fuel escalation adjustment provision, i.e., the Contract Price must be firm for duration of the Contract and any agreed upon extension.

3. PAYMENTS TO CONTRACTOR. Payment shall be made to the Contractor within forty-five (45) days of receipt of an invoice with adequate supporting documentation to satisfy auditing purposes. Invoices shall be submitted to the Owner on a monthly basis at the following address:

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

Failure of the Contractor to submit invoices to the Owner in the manner provided herein shall relieve the Owner of its obligation to pay within the aforementioned timeframe. Owner will pay the Contract Price to Contractor on a monthly basis in accordance with Florida's Prompt Payment Act.

3.1 Proper Invoice. All invoices must include the following information: (1) Contractor's name, address and phone number (include remit address, if different than principal address in the introductory paragraph of this Agreement); (2) Contractor's invoice number and date of invoice; (3) Dates of service; (4) Copies of Charlotte County Landfill weigh station tickets; and (5) Supporting documentation necessary to satisfy auditing purposes for cost and Project completion. Invoices that do not conform to this paragraph and other requirements of this Agreement will not be considered a proper invoice. Compensation shall not be provided for any missing weigh station ticket. It is Contractor's responsibility to present an invoice package that is whole and complete. Charlotte County bills tipping fees directly to Owner; therefore, disposal costs or disposal fees shall not be included in any invoice.

3.2 Improper Invoice Received. If an invoice does not meet the requirements of this Agreement, the Owner will reject the invoice in writing within twenty (20) business days after receipt of the invoice, specifying the deficiency and the action necessary to make

the invoice proper. If a corrected invoice is provided to the Owner, the corrected invoice will be paid or rejected within ten (10) business days after the date the corrected invoice is stamped as received by the Owner. If the Contractor declines to modify the invoice, the Contractor must notify the Owner's Project Manager in writing within five (5) business days of receipt of notice of rejection that the Contractor will not modify the invoice and state the reason(s) therefore. Within five (5) business days of receipt of such notice, if not informally resolved through discussion with the Owner's Project Manager, the dispute will be forwarded to the Owner's Executive Director, and a final determination will be issued by the Owner in accordance with paragraph 3.3.

3.3 In the event any dispute or disagreement arises during the course of the Project, the Contractor will continue to perform the Work in accordance with the Contract Documents. The Contractor is under a duty to seek clarification and resolution of any issue, discrepancy, or dispute by providing the details and basis of the dispute to the Owner's Project Manager no later than ten (10) days after the precipitating event. If not resolved by the Project Manager, within ten (10) days of receipt of notice, the dispute will be forwarded to the Owner's Executive Director. The Owner's Executive Director will issue the Owner's final determination. The Contractor's continuation of the Work as required under this provision shall not constitute a waiver of any legal remedy available to the Contractor concerning the dispute.

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

4. SCOPE EXCLUSIONS. Not applicable.

5. COMMENCEMENT. Contractor shall commence performing the Work upon the execution of this Agreement by both parties (the "Effective Date"). The Contractor

shall not be eligible for reimbursement for Work that is commenced, or costs that are incurred, prior to the Effective Date.

6. CHANGES IN THE WORK. Owner may, without invalidating this Agreement, order changes in the Work consisting of additions, deletions, or modifications. Contractor shall not be entitled to any additional compensation or extension of the deadline for completion of the Work unless the change is authorized by a written change order signed by Owner. The additional compensation and extension of deadlines for completion, if any, agreed upon in such written change orders shall constitute an accord and satisfaction of all claims of the Contractor relating to the subject matter of the change order.

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

a. Contractor holds all contractor and other licenses that are required in order to perform the Work under this Agreement;

b. Contractor shall supervise and direct the Work using Contractor's best skill and attention and Contractor represents and warrants to Owner that its Work shall be of the highest quality; and

c. Contractor has sufficient equipment and personnel resources to accomplish the Work.

8. WARRANTY. Not applicable.

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

10. DEFAULT AND TERMINATION. If Contractor defaults or fails or neglects to carry out the Work in accordance with this Agreement or otherwise fails to perform any

provision of this Agreement, Owner shall provide verbal notice of the default to the Contractor, and will use its best efforts to provide written notice. In the event the Contractor fails to cure the default within twenty-four (24) hours from the verbal notice, or as otherwise specified by the Owner, unless otherwise specified in writing by Owner, Owner shall have the right to:

- a. terminate the Contractor without further notice;
- b. re-bid the Contract or complete any of the remaining items of Work through any other appropriate method and back charge Contractor for all costs incurred; and
- c. exercise all other rights and remedies available at law or in equity.

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

12. **SITE CONDITIONS.** Contractor shall keep the premises and surrounding areas free from accumulation of waste materials and rubbish caused by operations under this Agreement. Upon the completion of the Work, Contractor shall remove from and about the Project all waste materials, rubbish, Contractor's tools, construction equipment, machinery, and surplus materials. The only exception to this is that the Contractor will be allowed to store large earthmoving equipment onsite to minimize the costs associated with remobilizing such equipment with each hauling event. However, equipment being stored onsite must be the same equipment being used for the Work. Contractor is prohibited from using the Site or other Owner property as a storage lot for unused equipment.

13. **TIME.** Time is of the essence of this Agreement. By executing this Agreement, Contractor confirms that it will be able to provide the Work during the term of the Agreement and the schedule set forth in the Technical Specifications & Conditions provides a reasonable period of time for Contractor's performance of the Work.

14. WITHHOLDING OF PAYMENTS. The Owner may, in addition to other remedies available at law or equity, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against the Owner. The Owner may set off any liability or other obligation of the Contractor or its affiliates to the Owner against any payments due the Contractor under any contract with the Owner. Payments to Contractor may be withheld on account of (i) defective Work not remedied; (ii) claims filed or asserted by any third parties; (iii) failure of Contractor to make payments due to subcontractors or for labor, materials, or equipment; (iv) damage to Owner's property; (v) evidence that the Work will not be completed in accordance with the Technical Specifications & Conditions and that the unpaid balance of the Contract Price will not be adequate to cover Owner's actual damages arising out of the anticipated delay; or (vi) failure to perform the Work in accordance with this Agreement. Amounts withheld under this subparagraph will not be considered due and will not be paid until the ground(s) for withholding payment have been remedied.

15. LIABILITY AND INDEMNIFICATION. The Contractor assumes all risks relating to the Work and agrees to be solely liable for, and to indemnify and hold the Owner harmless from all claims, loss, damage and other expenses, including attorneys' fees and costs and attorneys' fees and costs on appeal, arising from the Work; provided, however, that the Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the Owner's officers, employees, contractors and agents. This Agreement does not in any way constitute an agency relationship between the Owner and the Contractor. The Contractor agrees to indemnify and hold the Owner harmless from all claims, loss, damage and other expenses, including attorneys' fees and costs and attorneys' fees and costs on appeal, arising from the negligent acts or omissions of the Contractor's officers, employees, contractors and agents related to its performance under this Agreement. Nothing in this Agreement shall be interpreted as a waiver of the Owner's sovereign immunity or an extension of its liability beyond the limits established in Section 768.28, Florida Statutes, nor be construed as consent by the Owner to be sued by third parties in any manner arising out of this Agreement. Contractor acknowledges that the first \$100.00 of the

Contract Price, and other good and valuable consideration, is sufficient and specifically for the Contractor's indemnification obligations under this paragraph.

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

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

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

17. INSURANCE. Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located through the term of this Agreement, and any extensions, insurance for protection from claims under workers' or workmen's compensation acts or other employee benefits acts that are applicable, claims for damages because of bodily injury, including death, and from claims for damages, other than to the Work itself, to property that may arise out of or result from Contractor's operations under this Agreement, whether such operations be by Contractor or by anyone directly or indirectly employed by Contractor. This workman's compensation insurance shall be written for not less than Three Hundred Thousand and No/100 Dollars (\$300,000.00). Contractual liability insurance applicable to meet Contractor's obligations for indemnification shall be written for not less than One Million and No/100 Dollars (\$1,000,000.00) and both certificates of

insurance shall name Owner, its officers, agents, and employees as additional insureds.

Comprehensive Automobile Liability. Coverage must be afforded on a form no more restricted than the latest edition of the Comprehensive Automobile Liability Policy filed by the Florida 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. Owner, its officers, agents, and employees are to be specifically included as additional insureds.
- f. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide Owner with thirty (30) days written notice of cancellation and/or restriction.

Certificates of such insurance shall be delivered to Owner upon execution of this Agreement.

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

19. **GOVERNING LAW.** The laws of the State of Florida shall govern the validity, interpretation, construction, and performance of this Agreement and venue for any suit involving this Agreement shall be in Hillsborough County, Florida, if filed in state court and in the Middle District of Florida if filed in federal court.

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

21. **ATTORNEY FEES.** If there is any legal action or proceeding between Owner and Contractor from or based on this Agreement, the unsuccessful party to such action

or proceeding shall pay to the prevailing party all costs and expenses, including reasonable attorneys' fees, incurred by such prevailing party in such action or proceeding and in any appeal in connection therewith.

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

23. SURVIVAL. The provisions of this Agreement that require performance after the expiration or termination of this Agreement shall remain in force notwithstanding the expiration or termination of this Agreement including paragraphs 10, 14, 15, 19, 21, 22, and 23.

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

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

- Agreement;
- Exhibit A - Bid Form (as submitted by the Contractor)
- Exhibit B – Invitation To Bid;
- Exhibit C – Instructions To Bidders; and
- Exhibit D - Technical Specifications & Conditions.

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

Exhibit D: Technical Specifications & Conditions;

Exhibit A: Bid Form.

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

26. PUBLIC ENTITY CRIMES. 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 consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two, for a period of thirty-six (36) months following the date of being placed on the convicted vendor list. The Contractor agrees to include this provision in all contracts issued as a result of this Agreement.

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

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

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

30. TERM. This Agreement shall remain in effect through April 30, 2020, unless amended in writing by the parties. This Agreement may be renewed for two (2) additional (1) year terms. Renewal under the same terms and conditions of the Agreement, including the Contract Price, must be agreed to by both parties in writing.

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

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

Contractor:

Any changes to the above representatives or addresses must be provided to the other party in writing.

32. SCRUTINIZED COMPANIES. Pursuant to Section 287.135, Florida Statutes, a company that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes, or has been engaged in business operations in Cuba or Syria, shall be ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of \$1 million or more. By signing this Agreement, Contractor certifies that it is not currently on either of the aforementioned lists and agrees to notify the Authority if placement on either list occurs. If Contractor submits a false certification, the Authority may terminate this Agreement and bring a civil action against the Contractor, which may result in a penalty equal to the greater of \$2 million or twice the fee resulting from this Agreement and all reasonable attorney's fees and costs. The Authority may also terminate the Agreement if the Contractor is deemed to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

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

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

Patrick J. Lehman Executive Director

Date

CONTRACTOR

[Company Name]
[Address]

Attest _____

Print Name: _____

Date _____

Attest _____

Print Name _____

Date _____

APPROVED AS TO FORM:

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

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
April 3, 2019**

**CONSENT AGENDA
ITEM 7**

**First Amendment to Lease Agreement between Peace River Manasota Regional Water
Supply Authority (Successor Landlord) and Kerkering, Barbario & Co.
and KB Pension Services, Inc.**

Recommended Action -

Motion to approve First Amendment to Lease Agreement between Peace River Manasota Regional Water Supply Authority (Successor Landlord) and Kerkering, Barbario & Co. and KB Pension Services, Inc.

Kerkering, Barbario & Co. (and KB Pension, Inc.) retained a lease for office space with the former owner of the building purchased by the Authority for its Administrative Office. As the successor landlord an amendment has been drafted that will update the lease to reflect the new building ownership, insure conformance with state statutes pertaining to the building ownership by a public agency, and also enable lease term extension.

Budget Action: None.

Attachments:

Tab A First Amendment to Lease Agreement
Tab B Lease Agreement

TAB A
First Amendment to Lease Agreement

**FIRST AMENDMENT TO LEASE AGREEMENT
BETWEEN PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
(SUCCESSOR LANDLORD) AND KERKERING, BARBERIO & CO., AND KB
PENSION SERVICES, INC.**

This FIRST AMENDMENT ("First Amendment") dated March 21, 2019, 2019, by and between **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, and Section 163.01, Florida Statutes, acting by and through its governing Board of Directors, as successor to Ranch Property Holdings, LLC ("Landlord"), and **Kerkering, Barberio & Co., and KB Pension Services, Inc.**, organized under the laws of the State of Florida ("Tenant").

WITNESSETH:

WHEREAS, the Tenant and Ranch Property Holdings, LLC, executed a lease dated December 9, 2014, for the Premises ("Lease");

WHEREAS, Article 11.7 provides that the Lease is binding on the parties' successors; and

WHEREAS, the Landlord purchased the Premises from Ranch Property Holdings, LLC, and an Assignment of Tenant Lease and Security Deposit was executed by Ranch Property Holdings, LLC, and the Landlord on February 11, 2019; and

WHEREAS, due to the Landlord being a public government entity, an amendment to the Lease is necessary to reflect this ownership change; and

WHEREAS, the parties desire other changes to the Lease to allow for a renewals as well as clarification on the calculation of CAM Costs; and

WHEREAS, Article 11.12 of the Lease provides that it may only be amended by a writing duly executed by the parties; and

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

1. **Term/Renewals.** Article 1.3 is deleted and replaced with the following:

1.3 Term/Renewals.

(a) **Term.** The Term of the Lease begins on the date above and shall end at

6:00 p.m. on December 31, 2019, unless ended or extended as provided for in this Lease. A "lease year" shall be from January 1 to December 31. If the Tenant exercises the Renewal Option as provided for in Article 1.3.b., then during the applicable Option Term, all references to the term "Term" shall mean the "Option Term".

(b) Renewal. Tenant shall have the right and option to renew the Lease ("Renewal Option") for two (2) additional periods of five (5) years (the "Option Terms"). Tenant shall exercise the Renewal Option by giving Landlord notice at least six (6) months' prior to the expiration date. If Tenant fails to give notice to Landlord prior to the six (6) month period, then Tenant shall forfeit the Renewal Option. If Tenant exercises the Renewal Option, then during the applicable Option Term, Landlord and Tenant's respective rights, duties and obligations shall be governed by the terms and conditions of the Lease, as amended, except as provided otherwise herein. Time is of the essence in exercising each Renewal Option.

2. **Payment of Rent.** Sub-subparagraph (2) of subparagraph of (i) of paragraph (a) of Article 2.1 is deleted and replaced with the following and a new paragraph (c) is created to read:

(2) To Landlord at Finance & Administration Manager, 9415 Town Center Parkway, Lakewood Ranch, Florida 34202.

(c) Multiple Payments. Tenant may pay Rent and CAM Costs in multiple payments as long as all amounts owed for such month are paid in accordance with Article 2.1.a.i.

3. **CAM Costs.** Article 2.3 is deleted and replaced with the following:

2.3 Utilities and Janitorial Expenses and CAM. Tenant shall be responsible for the payment of all electric utility services, which shall be separately metered and billed directly to Tenant and paid by the Tenant to the local electric utility. Tenant shall contract and pay for all janitorial service as it relates to the interior of the Tenant's occupied suite. Tenant shall pay, without demand, deduction or set off, as additional rent to Landlord, Tenant's Pro-rata Share (as defined below), of the common area maintenance costs, real estate taxes, insurance and all other expenses associated with

the operation of the Building ("CAM Costs"). CAM Costs shall include, without limitation, the total costs of operating, repairing, landscaping, maintenance, painting and securing the Building; provided, however, in no event shall CAM Costs include any repair or replacement that is properly treated as a capital expenditure under generally accepted accounting principles. CAM Costs shall also include any and all taxes levied on the Building and all Building insurance described herein. With the exception related to costs associated with taxes provided below, Tenant's Pro-rata Share of the CAM Costs shall be calculated based on the rentable square footage of the Premises in relation to the rentable square footage of the Building. Landlord and Tenant hereby agree that the Tenant's Pro-rata Share shall be 37% for all operating, repairing, landscaping, maintenance, painting, insurance, and securing of the Building. Notwithstanding, if the Landlord, or successor Landlord is a public entity, Tenant's Pro-rata Share shall also include 100% of any and all real estate taxes, intangible taxes, and or any other taxes attributed to the Tenant suite. Tenant shall pay 1/12 of its Pro-rata Share of the CAM Costs along with each monthly payment of Rent. Within 45 days after the end of each lease year, Landlord shall provide an accounting of the actual CAM Costs. If Tenant has overpaid for any lease year, that amount shall be credited against the next monthly CAM payment. If Tenant has underpaid for any lease year, Tenant shall make such additional payment to Landlord within 30 days after receiving notice thereof.

4. **Services and Utilities.** Subparagraph (v) and (vi) of paragraph (a) of Article 3.4 is deleted and replaced with the following:

- (v) Replacement of lighting tubes, lamp ballasts, and bulbs in common areas; and
- (vi) Extermination and pest control.

5. **Notices.** Subparagraph (i) of paragraph (c) of Article 11.3 is deleted and replaced with the following:

- (i) If to Landlord, Notice shall be sent to the attention of Finance & Administration Manager, Peace River Manasota Regional Water Supply Authority, 9415 Town Center Parkway, Lakewood Ranch, Florida 34202, with a copy to Doug Manson, General Counsel, Manson Bolves

Donaldson Varn, 109 North Brush Street, Suite 300, Tampa, Florida 33602.

6. **Entire Agreement.** Article 11.12 is amended by deleting "Article 9.1.a" and replacing with "Article 9.1".

7. **Landlord's Liability Related to CAM Costs.** Notwithstanding anything to the contrary, Landlord is not liable to Tenant for any overpayment of CAM Costs paid by Tenant to Ranch Property Holdings, LLC, prior to February 11, 2019.

8. **Indemnification.** Notwithstanding anything to the contrary, including Articles 3.3 and 5.2, nothing in the Lease shall create or establish a duty or obligation upon the Landlord, if Landlord is a public government entity, to indemnify or hold harmless Tenant or any other third party. Tenant expressly acknowledges and agrees that any provisions in the Lease that either creates or establishes a duty or obligation of the same, or any indemnity rights that Tenant or any third party may have against Landlord are no longer in effect and are stricken from the Lease.

9. **Sovereign Immunity.** Notwithstanding anything to the contrary, including Articles 5.1, 5.2, 5.3, 10.1, 11.1, and 11.2, nothing in the Lease shall waive or limit Landlord's sovereign immunity rights under §768.28, Florida Statutes, and Tenant expressly acknowledges and agrees that any provisions in the Lease that either waive or limit the same, or any rights that Tenant or any third party may have in the Lease that would waive or limit Landlord's sovereign immunity rights are no longer in effect and are stricken from the Lease.

10. **Mechanic's Liens.** Notwithstanding anything to the contrary in Article 9.2, if Landlord is a public government entity, no liens can be attached to the Premises. Prior to any work or services performed at the request of Tenant associated with the Premises, Tenant shall be required to disclose to all third parties, in writing, with a copy to Landlord, that the Premises is publicly owned and that no liens shall attach to the Premises.

Witness Signature
Print Name: TRACY O'NEIL

Title: Shareholder, CFU

Patricia J. Entsminger

Witness Signature
Print Name: Patricia J. Entsminger

KB PENSION SERVICES, INC., a
Florida corporation

By: CB M

Name: Christopher M Chiaro

Title: President

WITNESSES

Bruce Barlow

Witness Signature
Print Name: Bruce Barlow

John Cotterman

Witness Signature
Print Name: JOHN COTTERMAN

TAB A
Lease Agreement

LEASE AGREEMENT

BETWEEN

RANCH PROPERTY HOLDINGS, LLC
as Landlord

and

KERKERING, BARBERIO & CO., and KB PENSION SERVICES, INC.,
as Tenant

Dated as of December 9, 2014

[LAKEWOOD RANCH, FL]

LEASE

THIS LEASE (this "Lease") is made and entered into as of January 1, 2015 (the "Date of Lease") between **Ranch Property Holdings, LLC**, a limited liability company organized under the laws of the State of Florida ("Landlord"), and **KERKERING, BARBERIO & CO., and KB PENSION SERVICES, INC.**, organized under the laws of the State of Florida ("Tenant").

WITNESSETH:

WHEREAS, Tenant desires to lease from Landlord, and Landlord desires to lease to Tenant, the Leased Property, all upon the terms and subject to the conditions and provisions hereinafter set forth; and

NOW, THEREFORE, WITNESSETH, that for and in consideration of the foregoing and of the mutual covenants and promises contained herein and other good and valuable considerations, the receipt and sufficiency of which are hereby mutually acknowledged, Landlord and Tenant hereby agree as follows:

ARTICLE 1

PREMISES, USE & TERM

1.1 Premises. Landlord leases to Tenant that space located at 9423 Town Center Parkway, Bradenton, Florida 34202 (the "Premises") as shown cross-hatched on the floor plan attached hereto as Exhibit "A." The Premises shall contain the fixtures, improvements, and other property to be installed by Tenant as more particularly described in Article 1.4 below. The Premises contain approximately 4,386 rentable square feet on the first floor of the building (the "Building") in which the Premises are located, and the Building contains approximately 11,919 rentable square feet. Tenant and its agents, employees, and invitees, have the nonexclusive right with others designated by Landlord to the free use of the common areas in the Building and of the land (the "Land") on which the Building is located, as described in Exhibit "B" attached hereto, for the intended and normal uses of those common areas. Common areas include sidewalks, parking areas, driveways, hallways, stairways, common entrances, lobby, and other similar public areas and access ways. Landlord may change the common areas if the changes do not materially and unreasonably interfere with Tenant's access to or use of the Premises.

1.2 Use. Tenant shall use the Premises for Tenant's accounting, pension administration, and financial services practice and related office uses, and for no other use without Landlord's prior written consent to another use, which consent shall not be unreasonably withheld. Tenant shall not create a nuisance or use the Premises for any immoral or illegal purposes.

1.3 Term.

(a) Initial Term. The Lease Term begins on the date above and shall end at 6:00 p.m. on December 31, 2019, unless ended or extended as provided for in this Lease, however, no rent shall accrue or be due until April 1, 2015.

1.4 Improvements. Landlord shall deliver the space to Tenant in its "as-is" condition. If Tenant desires to renovate the Premises, Tenant shall be responsible to build out the Premises in accordance with plans and specifications mutually agreed upon by Landlord and Tenant.

1.5 Parking. Landlord shall maintain the parking areas and driveways on the Land and make them available, as they exist from time to time, for the use of the Building tenants and their invitees and employees. Landlord shall cause, at Landlord's sole cost and expense and free of charge to Tenant, the parking areas to contain a minimum of four (4) unreserved and uncovered surface parking spaces for each one thousand (1,000) feet of rentable area within the Premises. Tenant agrees that all persons employed in the Premises, as well as all invitees of Tenant, shall park their vehicles only in parking areas now or hereafter designated by Landlord for employee/visitor parking, and Tenant agrees that it shall not allow its employees or visitors to park their cars outside said areas nor on the streets adjacent to the Premises. Tenant agrees that it shall comply with Landlord's parking regulations as promulgated from time to time. Landlord shall have the right from time to time to change the area, level, location and arrangement of parking areas and to restrict parking by tenants, their employees and invitees to such designated parking areas. In the event that any vehicle owned or operated by Tenant or by any of its approved subtenants or by any of the respective officers, agents, employees or invitees shall be parked in any part of the Land other than the designated parking areas for the Building, except as herein provided, Tenant shall pay Landlord an amount equal to the uniform daily rate established by Landlord from time to time (such rate presently being Ten Dollars (\$10.00) per day, which amount Landlord may in its reasonable discretion adjust from time to time, but in no event to exceed Twenty Dollars (\$20.00) per date, for each such vehicle for each day, or part thereof, such vehicle is so parked, and Landlord may tow any vehicle which is so parked at the expense of Tenant or of the owner of the car that was towed. The parking areas shall not be used for the storage or servicing of vehicles. Landlord shall have the right temporarily to close any and all portions of the parking areas and driveways to such extent as may, in the reasonable opinion of the Landlord's legal counsel, be legally necessary to prevent a dedication thereof or the accrual of any rights to any person or to the public therein or to close temporarily, if necessary, any part of the parking area or areas in order to discourage non-customer parking or for repairs. Tenant shall prevent the parking or standing in drive lanes and fire lanes outside the front of the Premises of trucks, trailers or other vehicles or equipment engaged in making deliveries to or from the Premises and Landlord may, in addition to any other remedies, including towing such vehicles, levy a fee of Twenty Dollars (\$20.00) per violation of this provision.

ARTICLE 2
RENT AND SECURITY

2.1 Rent.

(a) Monthly Rent. Subject to increase as provided in Article 2.2, Tenant shall pay to Landlord a monthly base rent ("Rent") based on Thirteen Dollars and 25/100 (\$13.25) per rentable square foot, in equal monthly installments of \$4,842.88 for each month of the Term. Tenant's obligation to pay Rent shall commence on April 1, 2015. In addition to the Rent, Tenant shall pay its pro-rata share of all taxes, insurance, maintenance, water, sewer, trash, and all other operating expenses and costs for the Building, as more particularly described in Article 2.3 below. Each monthly installment of the Rent shall be paid:

(i) Without advance notice, demand, offset, or deduction unless the offset or deduction is made by Tenant as permitted under this Lease;

(1) By the first day of each month during the Term; and

(2) To Landlord at Suite 200, 8430 Enterprise Circle, Bradenton, Florida 34202 or as Landlord may specify in writing to Tenant.

If the Term does not begin on the first day or end on the last day of a month, the Rent for that partial month shall be prorated by multiplying the monthly Rent by a fraction, the numerator of which is the number of days of the partial month included in the Term and the denominator of which is the total number of days in the full calendar month.

(ii) Tenant shall pay Landlord any applicable Florida sales tax, or any tax assessed or attributable to Rent and/or other sums required to be paid by Tenant under the Lease. Manatee County sales tax is currently six and one-half percent (6.5%).

(b) Failure to Pay Rent. If Tenant fails to fully pay the Rent within fifteen days after it is due, Tenant shall also pay a late charge equal to \$250.00.

2.2 Rent Increases. Commencing with the second (2nd) year of the Term of this Lease and adjusted each year thereafter (including any renewal terms) until this Lease is terminated, the Rent hereunder shall be increased by three percent (3%).

2.3 Utilities and Janitorial Expenses and CAM. Tenant shall be responsible for the payment of all utility services, which shall be separately metered and billed directly to Tenant and paid by the Tenant to the local utility. Tenant shall contract and pay for all janitorial service. Tenant shall pay, without demand, deduction or setoff, as additional rent to Landlord, Tenant's Pro-rata Share (as defined below), of the common area maintenance costs, real estate taxes, insurance and all other expenses associated with the operation of the Building ("CAM Costs"). CAM Costs shall include, without limitation, the total costs of operating, repairing, landscaping, maintenance, painting and securing the Building; provided, however, in no event shall CAM Costs include any repair or replacement that is properly treated as a capital expenditure under generally accepted accounting principles. CAM Costs shall also include the real estate taxes

levied on the Building and all Building insurance described herein. Tenant's Pro-rata share of the CAM Costs shall be calculated based on the rentable square footage of the Premises in relation to the rentable square footage of the Building. Landlord and Tenant hereby agree that Tenant's Pro-rata share shall be 37%. On or before the Commencement Date, Landlord shall estimate Tenant's Pro-rata Share of the CAM Costs for the first lease year. Tenant shall pay 1/12 of its Pro-rata Share of the CAM Costs along with each monthly payment of Rent. Within 30 days after the end of each lease year, Landlord shall provide an accounting of the actual CAM Costs. If Tenant has overpaid for any lease year, that amount shall be credited against the next monthly CAM payment. If Tenant has underpaid for any lease year, Tenant shall make such additional payment to Landlord within 30 days after receiving notice thereof. Without limiting the foregoing, Landlord agrees that CAM Costs shall not increase by more than three percent (3%) annually with the exception of real estate taxes and insurance.

2.4 Personal Property Tax. Before delinquency Tenant shall pay taxes assessed during the Term against trade fixtures or personal property placed by Tenant in the Premises. If these taxes are assessed against the Building, Tenant shall pay the full amount of those taxes to Landlord within ten (10) days after receiving Landlord's written statement and a copy of the actual assessment against the Building setting forth the amount of taxes applicable to Tenant's property and the basis for the charge to Tenant. Tenant's failure to pay within the ten-day period shall entitle Landlord to the same remedies it has upon Tenant's failure to pay Rent.

2.5 Security Deposit. Upon execution of this Lease, Tenant shall deliver to Landlord a security deposit equal to \$2,500.00 (the "Deposit"). If Tenant faithfully complies with the terms and provisions of this Lease, the Deposit shall be returned to Tenant upon the termination hereof. In the event that Tenant fails to comply with the terms and provisions of this Lease, Landlord may use the Deposit to the extent necessary for the purpose of correcting any defaults of Tenant.

ARTICLE 3 **AFFIRMATIVE OBLIGATIONS**

3.1 Compliance with Laws.

(a) Landlord's Compliance. Landlord warrants that, to the best of its knowledge, on the Commencement Date the Premises will comply with all applicable laws, ordinances, rules, and regulations of governmental authorities (collectively "Applicable Laws"). During the Term, Landlord shall comply with all Applicable Laws regarding the Premises and Building except to the extent Tenant must comply under Article 3.1.b.

(b) Tenant's Compliance. Tenant shall comply with all Applicable Laws: (i) regarding the physical condition of the Premises, but only to the extent the Applicable Laws pertain to the particular manner in which Tenant uses the Premises; or (ii) that do not relate to the physical condition of the Premises but relate to the lawful use of the Premises and with which only the occupant can comply, such as laws governing maximum occupancy, workplace smoking, and illegal business operations, such as gambling.

3.2 Americans with Disabilities Act (ADA).

(a) Landlord's Warranty. Landlord warrants and represents that the common areas of the Building and Land are in compliance with the requirements of Title III of the Americans With Disabilities Act of 1990, as amended (the "ADA") and the regulations and accessibility guidelines of the ADA and any similar state or local laws (collectively, the "ADA LAWS"). Landlord further agrees that any alterations, modifications, upfit, or construction performed by Landlord to the Premises or the common areas shall be performed in compliance with the ADA LAWS. Landlord also agrees that it shall conduct, operate and manage the common areas of the Building and Land in accordance with the ADA LAWS.

(b) Tenant's Warranty. Tenant agrees that it shall conduct its occupancy and use of the Premises in accordance with the ADA LAWS (including, but not limited to, modifying its policies, practices, and procedures, and providing auxiliary aids and services to disabled persons).

(c) Tenant's Alterations. If the Lease provides that Tenant (rather than Landlord) is to complete certain alterations and improvements to the Premises in conjunction with the Tenant taking occupancy of the Premises, Tenant agrees that all such work shall comply with the ADA LAWS, and upon request of Landlord, Tenant shall provide Landlord with evidence reasonably satisfactory to Landlord that such work was performed in compliance with the ADA LAWS. Tenant also agrees that any future alterations or improvements made by Tenant to the Premises shall comply with the ADA LAWS.

(d) Parties Indemnity. Landlord and Tenant agree to indemnify and hold harmless the other from any claims or causes of action resulting from their failure to comply with their respective obligations in this Article 3.2.

3.3 Environmental Matters.

(a) Definitions.

(i) The term "Hazardous Substance" means any substance that is at any pertinent time defined or listed in, or otherwise classified, designated, or regulated pursuant to, any Environmental Law as a hazardous substance, hazardous material, extremely hazardous substance, hazardous waste, hazardous chemical, infectious waste, toxic substance, toxic pollutant or solid waste, or any other legislative or regulatory formulation intended to define, list, or classify substances by reason of deleterious properties such as ignitability, corrosivity, reactivity, carcinogenicity, toxicity, reproductive toxicity or EP toxicity, including, without limitation, friable asbestos and polychlorinated biphenyls and also including oil and petroleum, petroleum products, by-products and wastes, and by-products associated with the extraction, refining, or use of petroleum or petroleum products, whether or not so defined, listed, classified, designated or regulated in "Environmental Laws."

(ii) The term "Environmental Law" means any statute, law, act, ordinance, rule, regulation, order, decree, or ruling of any Federal, State and/or local

governmental, quasi-governmental, administrative or judicial body, agency, board, commission or other authority relating to the protection of health and/or the environment or otherwise regulating and/or restricting the use, storage, disposal, treatment, handling, release, and/or transportation of Hazardous Substances, including, without limitation, The Comprehensive Environmental Response, Compensation and Liability Act, The Resource Conservation and Recovery Act, The Federal Water Pollution Control Act, The Clean Air Act, The Hazardous Materials Transportation Act, The Toxic Substances Control Act, The Emergency Planning and Community Right To Know Act, and the Environmental Control Laws of the State of Florida, each as now or hereafter amended, and all regulations and interpretive guidelines respectively promulgated thereunder.

(b) Environmental Representations and Warranties.

(i) Landlord's Representations and Warranties. As a material inducement to Tenant to enter into this Lease, Landlord represents and warrants to Tenant, its officers, directors, shareholders, members, partners, agents and employees, that, to the best of Landlord's knowledge, information and belief, and before Tenant enters into possession of the Premises: (a) the Premises has not, nor has any real property owned or controlled by Landlord or any affiliate of Landlord and adjacent, directly or indirectly contiguous to, or in reasonable proximity to the Premises ("Landlord's Properties"), been used by Landlord or any person for the handling, generation, manufacture, production, storage, discharge, treatment, removal, transport or disposal of Hazardous Substances, except in strict compliance with all Environmental Laws, (b) no release in excess of a "reportable quantity" (as defined for purposes of Environmental Laws) has occurred at, on, under, or from the Premises or any of Landlord's Properties, (c) no underground storage tanks have existed or been installed at or under the Premises or any of Landlord's Properties, and (d) there have been no actual or threatened orders, investigations, or inquiries by any governmental, quasi-governmental, administrative or judicial body, agency, board, commission or other authority relating to the existence of Hazardous Substances at or migrating, flowing or leaking to or from the Premises or any of Landlord's Properties.

(ii) Tenant's Representations and Warranties. As a material inducement to Landlord to enter into this Lease, Tenant represents and warrants to Landlord, its officers, directors, shareholders, members, partners, agents and employees, as follows.

(1) The conduct of Tenant's business at the Premises does not involve, and will not involve under operating methods presently intended to be utilized, the use, handling, generation, manufacture, production, storage, discharge, treatment, removal, transport, or disposal of any Hazardous Substances, except as all owed in Tenant's Use of the Premises as described herein.

(2) The conduct of Tenant's business at the Premises does not require, and will not require under operating methods presently intended to be utilized, the issuance to, or possession by, Tenant of

any license, permit, or other governmental or quasi-governmental consent or approval relating to the use, handling, generation, manufacture, production, storage, release, discharge, treatment, removal, transportation, decontamination, cleanup, disposal, or presence of Hazardous Substances, except as provided in Tenant's Use of the Premises as described herein.

(iii) Survival. The representations, warranties, and indemnifications herein of Landlord and Tenant contained in this Article 3.3 shall survive the expiration or termination of the Term of this Lease for a period of three (3) years thereafter, and upon the first anniversary of the expiration or termination of this Lease, such representations and warranties shall cease and expire except as to matters with respect to which a party has theretofore provided written notice to the other party.

(c) Environmental Covenants.

(i) Tenant shall not, and it shall cause any subtenants of Tenant at the Premises ("Occupants") to not, use, handle, generate, manufacture, produce, store, discharge, treat, remove, transport, or dispose of Hazardous Substances at, in, upon, under, to or from the Premises except (a) as necessary for, or incidental to, the conduct of the business of the Tenant or the Occupant at the Premises, and/or (b) in strict compliance with all Environmental Laws.

(ii) Tenant shall, and shall cause any and all Occupants to, deliver within five (5) days to Landlord, upon request, complete copies of all notices, demands, or other communications received by Tenant or any Occupant from any governmental or quasi-governmental authority or any insurance company or board of fire underwriters or like or similar entities regarding in any way (a) alleged violations or potential violations of any Environmental Law or otherwise asserting the existence or potential existence of any condition or activity on the Premises which is or could be dangerous to life, limb, property, or the environment (including without limitation water or air quality), or (b) releases or threatened releases in excess of reportable quantities of Hazardous Substances upon, under, at, in, or from the Premises.

(iii) The Tenant shall immediately advise Landlord in writing (and orally in the event of a release or other emergency) of (a) any and all enforcement, clean-up, removal, and mitigation orders or other governmental, regulatory, or judicial acts or orders instituted, or threatened pursuant to any Environmental Law affecting the Premises, Landlord, Tenant, or any Occupant; (b) all claims made or threatened by any third party against the Premises, Landlord, Tenant or any Occupant (if and when actually known to Tenant) relating to damage, contribution, cost recovery, compensation, loss or injury resulting from any actual, proposed, or threatened use, handling, generation, manufacture, production, storage, release, discharge, treatment, removal, transportation, decontamination, cleanup, disposal, and/or presence of any Hazardous Substance on, under, from, to, or about the Premises; (c) the discovery by Tenant or any Occupant of any occurrence or condition at the Premises that could cause the Premises to be the subject of a claim, order, or action under any Environmental Law, and/or (d) the

discovery by the Tenant or any Occupant of any occurrence or condition at the Premises which could subject the Landlord, Tenant, or any Occupant to any material adverse effect on ownership, occupancy, transferability, marketability, or use of the Premises under or as a consequence of any Environmental Law.

(iv) Tenant shall, and shall cause any and all Occupants to, at its sole cost and expense, observe, perform, and comply with all Environmental Laws applicable to the activities of Tenant or such Occupant at the Premises and all enforcement, cleanup, removal, and mitigation orders or other governmental, regulatory, or judicial acts or orders instituted pursuant to any Environmental Law affecting the Premises, Landlord, Tenant or any Occupant which relate to or arise out of acts or failures to act on the part of Tenant or such Occupant during the Term of this Lease, and shall, and shall cause any and all Occupants to, make all repairs and restorations to the Premises required following the completion thereof.

(v) Tenant shall, and shall cause any and all Occupants to, provide to Landlord upon Landlord's written request copies of all (a) Material Safety Data Sheets with respect to Hazardous Substances known to Tenant to be present upon the Premises, and (b) Chemical Inventory Reporting Forms filed by Tenant pursuant to the Emergency Planning and Community Right To Know Act ("EPCRA") or any state or local laws or ordinances enacted pursuant to or in furtherance of EPCRA.

(vi) Landlord shall immediately deliver to Tenant complete copies of all notices, demands, or other communications received by Landlord from any governmental or quasi-governmental authority, or any insurance company or board of fire underwriters or like or similar entities, regarding in any way (i) alleged violations or potential violations of any Environmental Law or otherwise asserting the existence or potential existence of any condition or activity on the Premises or any of Landlord's Properties which is or could be dangerous to life, limb, property, or the environment (including without limitation water or air quality), or (ii) releases or threatened releases in excess of reportable quantities of Hazardous Substances upon, under, at, in, or from the Premises or any of Landlord's Properties.

(vii) The Landlord shall, immediately upon Landlord receiving actual notice thereof, advise Tenant in writing (and orally in the event of a release or other emergency) of (i) any and all enforcement, cleanup, removal, mitigation, or other governmental, regulatory, or judicial acts or orders instituted, contemplated, or threatened pursuant to any Environmental Law affecting the Premises or any of Landlord's Properties or any tenant or occupant thereof; (ii) all claims made or threatened by any third party against the Premises or any of Landlord's Properties or any tenant or occupant thereof relating to damage, contribution, cost recovery, compensation, loss or injury resulting from any actual, proposed, or threatened use, handling, generation, manufacture, production, storage, release, discharge, treatment, removal, transportation, decontamination, cleanup, disposal, and/or presence of any Hazardous Substance on, under, from, to, or about the Premises or any of Landlord's Properties; (iii) the discovery by Landlord of any occurrence or condition at the Premises or any of Landlord's Properties that could cause the Premises or any of Landlord's Properties to be the subject

of a claim, order, or action under any Environmental Law, and/or (iv) the discovery by the Landlord of any occurrence or condition at the Premises or any of Landlord's Properties which could subject the Landlord, Tenant, or any Occupant to any material adverse effect on ownership, occupancy, transferability, marketability, or use of the Premises or any of Landlord's Properties under, or as a consequence of, any Environmental Law.

(viii) Landlord shall, at its sole cost and expense, observe, perform, and comply with all Environmental Laws applicable to the activities of Landlord at the Premises and all enforcement, clean-up, removal, and mitigation orders or other governmental, regulatory, or judicial acts or orders instituted pursuant to any Environmental Law affecting the Premises, any of Landlord's Properties, Landlord, Tenant, or any Occupant which relate to, or arise out of, acts or failures to act on the part of Landlord, and shall make all repairs and restorations to the Premises required following the completion thereof.

(d) Environmental Indemnifications.

(i) Tenant indemnifies and agrees to protect, defend, and hold harmless, Landlord and all trustees and beneficiaries of any deeds of trusts and mortgages now or hereafter encumbering the Premises, and their respective officers, directors, shareholders, partners, members, employees, agents, parent, subsidiary and affiliated entities, successors, and assigns (collectively "Landlord's Indemnified Group") from and against any and all claims, demands, losses, damages, costs, expenses, liabilities, assessments, fines, penalties, charges, administrative and judicial proceedings and orders, judgments, causes of action, defects in title, remedial action requirements and/or enforcement actions of any kind (including, without limitation, attorneys' fees and costs) directly or indirectly arising out of or attributable to, in whole or in part (a) a material inaccuracy or omission with respect to any of the representations or a material breach of any of the warranties of Tenant contained in Article 3.3.b above, (b) a material breach of any of the covenants of Tenant contained in Article 3.3.c above, (c) the use, handling, generation, manufacture, production, storage, release, threatened release, discharge, treatment, removal, transport, decontamination, cleanup, disposal, migration, flow, and/or presence of a Hazardous Substance on, under, from, to, or about the Premises caused by Tenant or any Occupant or any of their respective employees, agents, invitees, contractors or subcontractors, except as herein contained or (d) any other activity carried on or undertaken on or off the Premises during the Term of this Lease by Tenant or any Occupant or any employees, agents, invitees, contractors or subcontractors of Tenant or any Occupant, in connection with the use, handling, generation, manufacture, production, storage, release, threatened release, discharge, treatment, removal, transport, decontamination, cleanup, disposal and/or presence of any Hazardous Substance at any time during the Term of this Lease located, transported, migrated, flowed, or present on, under, from, to, or about the Premises, except as herein contained. This indemnity is intended to be operable under 42 U.S.C. section 9607(e)(1), as amended, and any successor section thereof.

(ii) Landlord indemnifies and agrees to protect, defend, and hold harmless, Tenant, and its officers, directors, shareholders, partners, members, employees, agents, parent, subsidiary and affiliated entities, successors and assigns (collectively "Tenant's Indemnified Group") from and against any and all claims, demands, losses, damages, costs, expenses, liabilities, assessments, fines, penalties, charges, administrative and judicial proceedings and orders, judgments, causes of action, defects in title, remedial action requirements and/or enforcement actions of any kind (including, without limitation, attorneys' fees and costs) directly or indirectly arising out of or attributable to, in whole or in part (a) a material inaccuracy or omission with respect to any of the representations or a material breach of any of the warranties of Landlord contained in Article 3.3.b above, or (b) a breach of any of the covenants of Landlord contained in Article 3.3.c above, or (c) any other activity carried on or undertaken on or off the Premises or any of Landlord's Properties, by Landlord or any tenant or occupant of Landlord's Properties or any of their respective employees, agents, invitees, contractors or subcontractors in connection with the use, handling, generation, manufacture, production, storage, release, threatened release, discharge, treatment, removal, transport, decontamination, cleanup, disposal and/or presence of any Hazardous Substance at any time located, transported, or present on, under, from, to, or about the Premises or any of Landlord's Properties. This indemnity is intended to be operable under 42 U.S.C. section 9607(e)(1), as amended, and any successor section thereof.

3.4 Services and Utilities.

(a) Services. Subject to Tenant paying Tenant's Pro-rata Share of CAM as described above, Landlord shall provide the following:

(i) Heating, ventilation, and air conditioning (HVAC) for the Common Areas during business hours to maintain temperatures for comfortable use and occupancy in light of the Improvements;

(ii) Janitorial services to the common areas only;

(iii) Water sufficient for drinking, lavatory, toilet, and ordinary cleaning purposes to be drawn from approved fixtures in the Premises;

(iv) Electricity to the Premises during business hours that provides electric current in reasonable amounts necessary for normal office use, lighting, and HVAC, provided that such will be separately metered and billed directly to Tenant;

(v) Replacement of lighting tubes, lamp ballasts, and bulbs in common areas;

(vi) Extermination and pest control for the Common Areas when necessary;

(b) Maintenance of common areas. The maintenance shall include cleaning, HVAC, illumination, repairs, replacements, lawn care, and landscaping.

The Premises shall be separately metered for Tenant's utility usage, and Tenant shall be responsible for the payment of all utility and janitorial services within the Premises in accordance with Article 2.

(c) **Business Hours.** Business hours means:

(i) Monday through Friday 8:00 a.m. to 6:00 p.m., but excludes the following holidays or the days on which the holidays are designated for observance: New Year's Day, Memorial Day, July Fourth, Labor Day, Thanksgiving Day, and Christmas Day.

(ii) Any other time in which the Tenant gives twelve hours notice to Landlord for HVAC service.

(d) **24 Hour Access.** Tenant, its employees, agents, and invitees shall have access to the Premises twenty-four (24) hours a day, seven (7) days a week, inclusive of holidays.

Landlord may temporarily close the Building if required because of a life-threatening emergency or Building-threatening emergency situation. Landlord shall use its best efforts to close the Building during non-business hours only.

(e) **Interruption of Services.**

(i) Interruptions. Landlord does not warrant that any services Landlord supplies will not be interrupted. Services may be interrupted because of accidents, repairs, alterations, improvements, or any reason beyond the reasonable control of Landlord. Any interruption shall not:

- (1) be considered an eviction or disturbance of Tenant's use and possession of the Premises;
- (2) make Landlord liable to Tenant for damages;
- (3) Rent except as provided in (2) below; or
- (4) relieve Tenant from performing Tenant's Lease obligations.

3.5 Repairs, Maintenance, and Surrender.

(a) **Tenant's Care of Premises.** Tenant shall:

(i) keep the non-structural portions to the Premises and fixtures in good order;

(ii) make repairs and replacements to the Premises and pay Landlord for the repairs or replacements to the Building if any such repairs or replacements are needed because of Tenant's misuse or primary negligence;

(iii) repair and replace special equipment or decorative treatments above Building Standard at Tenant's request and that serve the Premises only; and

(iv) not commit waste.

(b) Landlord's Repairs. Except for repairs and replacements that Tenant must make under Article 3.5.a, Landlord shall pay for and make all other repairs and replacements to the Premises, common areas and Building (including Building fixtures and equipment), including but not limited to the repair, replacement, and maintenance of all internal and external structural parts of the building, including mechanical, electrical, plumbing, elevators, parking lot, HVAC and HVAC systems. If Landlord fails to make or commence to make said repairs before the sooner of (i) five days after written request by Tenant, or (ii) five days after Landlord learning about the need for the repair, Tenant may, at Tenant's sole option, make the necessary repair and deduct the cost thereof from the Rent thereafter due to Landlord pursuant to this Lease.

(c) Time for Repairs. Repairs or replacements required under Article 3.5.a or Article 3.5.b shall be made within a reasonable time (depending on the nature of the repair or replacement needed) after receiving notice or having actual knowledge of the need for a repair or replacement. Landlord shall give Tenant seventy-two (72) hours of prior written notice before Landlord shall commence any repair or replacement in the Premises. Landlord shall make reasonable efforts not to interfere with the Tenant's operations at the Premises.

(d) Surrendering the Premises. Upon the Ending Date or the date the last extension term, if any, ends, whichever is later, Tenant shall surrender the Premises to Landlord in the same broom clean condition that the Premises were in on the Commencement Date except for:

(i) ordinary wear and tear;

(ii) damage by the elements, fire, or other casualty unless Tenant would be required to make or pay for repairs or replacements under Article 3.5;

(iii) condemnation;

(iv) damage arising from any cause not required to be repaired, replaced, or paid for by Tenant; and

(v) alterations as permitted by this Lease unless consent was conditioned on their removal; and

On surrender, Tenant shall remove from the Premises its personal property, trade fixtures, and any alterations required to be removed pursuant to the terms of this Lease and repair any damage to the Premises caused by the removal. Any items not removed by Tenant as required above shall be considered abandoned. Landlord may dispose of abandoned items as Landlord chooses and bill Tenant for the cost of their disposal, minus any revenues received by Landlord for their disposal.

ARTICLE 4
NEGATIVE OBLIGATIONS

4.1 Alterations.

(a) Definitions. "Alterations" means alterations, additions, substitutions, installations, changes, and improvements, but excludes minor decorations (such as painting), and removable fixtures.

(b) Consent. Tenant shall be permitted to repair, renovate, paint, decorate, re-carpet or do construction with contractors of Tenant's choice, provided, that such work or construction activity does not adversely affect the HVAC, structural or electrical systems of the Building and Premises without Landlord's consent or payment of supervisory fees. Except as provided herein, Tenant shall not make Alterations without Landlord's advance written consent. Landlord's consent shall not be unreasonably withheld, conditioned, or unduly delayed for nonstructural interior Alterations to the Premises that do not adversely affect the Building's appearance, value, HVAC, other Building systems, or structural strength.

(c) Conditions of Consent. Landlord may condition its consent in Article 4.1.b on all or any part of the following:

(i) Tenant shall furnish Landlord with reasonably detailed plans and specifications of the Alterations;

(ii) The Alterations shall be performed and completed:

(1) in accord with the submitted plans and specifications,

(2) in a good and workmanlike manner,

(3) in compliance with all applicable laws, regulations, rules, ordinances, and other requirements of governmental authorities.

(4) using new materials and installations at least equal in quality to the original Building materials and installations,

(5) by not disturbing the quiet possession of the other tenants,

(6) by not unreasonably interfering with the construction, operation, or maintenance of the Building, and

(7) with due diligence.

(iii) Tenant shall use workers and contractors whom Landlord employs or approves in writing, which approval shall not be unreasonably withheld, conditioned, or unduly delayed;

(iv) Tenant shall modify plans and specifications because of reasonable conditions set by Landlord after reviewing the plans and specifications;

(v) Tenant's contractors shall carry builder's risk insurance in an amount then customarily carried by prudent contractors and workers' compensation insurance for its employees within statutory limits;

(vi) Tenant's workers or contractors shall work in harmony and not unreasonably interfere with Landlord's workers or contractors or other tenants and their workers or contractors;

(vii) Tenant shall give Landlord at least fifteen (15) days advance notice before beginning any Alterations so that Landlord may post or record notices of nonresponsibility;

(viii) Upon written demand Tenant shall give Landlord evidence that it complied with any condition set by Landlord;

(ix) Tenant shall give Landlord complete as-built mylar drawings or CAD drawings of the Alterations after they are finished; and

(x) At the time of consent by Landlord, Landlord shall notify Tenant if Tenant shall remove the Alterations by the Ending Date, or the date the last extension term ends, if any, whichever is later; Tenant shall also repair any damage caused by Tenant by such removal of the Alterations.

(d) Payment and Ownership of the Alterations. Alterations made under this paragraph shall be at Tenant's expense. The Alterations shall belong to Landlord when this Lease and the last extension term, if any, ends except for those Alterations required to be removed by Tenant, if any. Nevertheless, Tenant may remove its trade fixtures, furniture, equipment, and other personal property and Tenant must promptly repair any damage caused by their removal.

(e) Notwithstanding the foregoing, Landlord's consent will not be needed for any Alteration made by Tenant costing less than Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00), or for an interior painting performed by Tenant.

4.2 Assignment and Sublease.

(a) Consent Required. Tenant shall not transfer, mortgage, encumber, assign, or sublease all or part of the Premises without Landlord's advance written consent, except as provided herein. Landlord's consent to any assignment or sublease shall not be unreasonably withheld.

(b) Reasonableness. Landlord's consent shall not be considered unreasonably withheld or conditioned if consent is denied because:

(i) the proposed subtenant's or assignee's financial responsibility does not meet the same criteria Landlord uses to select comparable Building tenants, other than Tenant;

(ii) the proposed subtenant's or assignee's business is not suitable for the Building considering the business of the other tenants and the Building's prestige; or

(iii) proposed use is inconsistent with the use permitted by Article 2.

(c) Procedure.

(i) Tenant must, except as herein provided, provide Landlord in writing:

(ii) the name and address of the proposed subtenant or assignee;

(iii) the nature of the proposed subtenant's or assignee's business it will operate in the Premises;

(iv) the terms of the proposed sublease or assignment; and

(v) reasonable financial information so that Landlord can evaluate the proposed subtenant or assignee under Article 4.2.b.

(d) Landlord shall, within ten (10) business days after receiving the information under Article 4.2.b, give notice to Tenant to permit or deny the proposed sublease or assignment. If Landlord denies consent, it must explain the reasons for the denial. If Landlord does not give notice within the ten (10) business-day period, then Tenant may sublease or assign part or all of the Premises upon the terms Tenant gave in the information under Article 4.2.b.

(e) Affiliates. Notwithstanding Article 4.2.a, Tenant may assign or sublease part or all of the Premises without Landlord's consent to:

(i) any corporation or partnership that controls, is controlled (directly or indirectly) by, or is under common control with Tenant.

(f) Conditions. Except in the case of an Assignment or Sublease to an Affiliate, Subleases and Assignments by Tenant are subject to the terms of this Lease and are also subject to the following conditions:

(i) The term shall not extend beyond the Lease Term;

(ii) Tenant shall remain liable for all Lease obligations; and

(iii) Consent to one sublease or assignment does not waive the consent requirement for future assignments or subleases.

ARTICLE 5
INSURANCE

5.1 Insurance.

(a) Landlord's Building Insurance. Landlord shall keep the Building, including the Improvements, insured against damage and destruction by fire, vandalism, and other perils, including so called "All Risks" perils. The "All Risks" perils shall also include the perils of Earth Movement, Flood, and Boiler and Machinery. The amount of the insurance shall be equal to the full replacement value of the Building, as the value may exist from time to time.

(b) Property Insurance. Each party shall keep its personal property and trade fixtures in the Premises and Building insured against damage and destruction by fire, vandalism, and other perils, including so called "All Risks" perils. The "All Risks" perils shall also include the perils of Earth Movement, Flood, and Boiler and Machinery. The amount of the insurance shall be in an amount to cover one hundred (100) percent of the replacement value of the property and fixtures, as that value may exist from time to time. Tenant shall also keep any non-Building-standard improvements made to the Premises at Tenant's request insured to the same degree as Tenant's personal property.

(c) Liability Insurance. Each party shall maintain Commercial General Liability insurance for damages because of bodily injury to or personal injury to or death of any person(s) or property damage occurring in or about the Building and Premises in the following minimum amounts: one million (\$1,000,000.00) dollars each occurrence; two million (\$2,000,000.00) dollars general aggregate.

(d) Release of Claims and Waiver of Subrogation. Either party (the "Injured Party") shall waive any right of recovery against the other party and release all claims arising in any manner in its favor and against the other party for any loss or damage to the Injured Party's property (real or personal) located within or constituting a part of, or all of, the Building. The parties further agree to have their respective insurers waive any rights of subrogation that such insurers may have against the other party. This waiver and release apply to the extent the loss or damage is covered by:

- (i) the Injured Party's insurance; or
- (ii) the insurance Injured Party is required to carry under Article 5.1.b.

whichever is greater. The waiver and release also apply to each party's directors, officers, employees, shareholders, and agents. The waiver and release do not apply to claims caused by a party's willful misconduct or gross negligence.

(e) Increase in Insurance. The amounts of Commercial General Liability insurance coverage required by Article 5.1.b are subject to review at the end of each three-year period following the Commencement Date. At each review, the amounts of coverage shall be increased to the amounts of coverage that institutional lenders generally require to be carried by prudent landlords and tenants of comparable office buildings in the Sarasota County and

Manatee County area. Either party may make the review and request appropriate increases based upon this review within sixty (60) days after each three-year period ends. If the parties do not agree to the amount of the increase, then the party requesting the increase may submit the dispute to arbitration within thirty (30) days of the request for the increase.

(f) Insurance Criteria. Insurance policies required by this Lease shall:

(i) be issued by insurance companies licensed to do business in the state of Florida with general policyholder's ratings of at least A and a financial rating of at least XI in the most current Best's Insurance Reports available on the date the party obtains or renews the insurance policies. If the Best's ratings are changed or discontinued, the parties shall agree to an equivalent method of rating insurance companies;

(ii) name the nonprocuring party as an additional insured as its interest may appear on the procuring party's Commercial General Liability policy; other landlords or tenants may also be added as additional insureds in a blanket policy;

(iii) provide that the insurance not be canceled or materially changed in the scope or amount of coverage unless thirty (30) days' advance notice is given to the nonprocuring party;

(iv) be primary policies—not as contributing with, or in excess of, the coverage that the other party may carry;

(v) be permitted to be carried through a “blanket policy” or “umbrella” coverage;

(vi) be written on an “occurrence” basis; and

(vii) be maintained during the entire Term and any extension terms.

(g) Evidence of Insurance. By the Commencement Date and upon each renewal of its insurance policies, each party shall give certificates of insurance to the other party. Each certificate shall specify amounts, types of coverage, the waiver of subrogation, and the insurance criteria listed in f5.1.F. The policies shall be renewed or replaced and maintained by the party responsible for that policy. If either party fails to give the required certificate within thirty (30) days after notice of demand for it, the other party may obtain and pay for that insurance and receive reimbursement from the party required to have the insurance.

5.2 Indemnification of Third Party Claims.

(a) Tenant's Indemnity. Tenant indemnifies, defends, and holds Landlord harmless from third party claims caused by the negligence or willful misconduct of Tenant, its agents, employees, or invitees.

When the claim is caused by the joint negligence or willful misconduct of Tenant and Landlord or Tenant and a third party unrelated to Tenant, except Tenant's agents, employees, or

invitees, Tenant's duty to defend, indemnify, and hold Landlord harmless shall be in proportion to Tenant's allocable share of the joint negligence or willful misconduct.

(b) Landlord's Indemnity. Landlord indemnifies defends, and holds Tenant harmless from third party claims caused by the negligence or willful misconduct of Landlord, its agents, employees, or invitees.

When the claim is caused by the joint negligence or willful misconduct of Landlord and Tenant or Landlord and a third party unrelated to Landlord, except Landlord's agents, employees, or invitees, Landlord's duty to defend, indemnify, and hold Tenant harmless shall be in proportion to Landlord's allocable share of the joint negligence or willful misconduct.

5.3 Limitation of Landlord's Liability.

(a) Transfer of Premises. If the Building is sold or transferred, voluntarily or involuntarily, Landlord's obligations and liabilities accruing after the transfer shall be the sole responsibility of the new owner if:

(i) the new owner is able to and expressly agrees in writing to assume Landlord's obligations; and

(ii) Tenant's funds, if any, that Landlord is holding are given to the new owner.

(b) Liability for Money Judgment. If Landlord, its employees, officers, or partners are ordered to pay Tenant a money judgment because of Landlord's default, Tenant's sole remedy to satisfy the judgment shall be Landlord's interest in the Building and Land including the rental income and proceeds from sale. Landlord shall have no personal liability with respect to this Lease.

ARTICLE 6 LOSS OF PREMISES

6.1 Damages.

(a) Definition. "Relevant Space" means:

(i) the Premises as defined in Article 1, excluding Tenant's non-Building-Standard fixtures;

(ii) reasonable access to the Premises; and

(iii) any part of the Building that provides essential services to the Premises.

(b) **Repair of Damage.** If the Relevant Space is damaged in part or in whole from any cause and the Relevant Space can be substantially repaired and restored within one hundred and twenty (120) days from the date of the damage using standard working methods and procedures, Landlord shall at its expense promptly and diligently repair and restore the Relevant Space to substantially the same condition as existed before the damage. This repair and restoration shall be made within one hundred and twenty (120) days from the date of the damage unless the delay is due to causes beyond Landlord's reasonable control. If the Relevant Space cannot be repaired and restored within the one hundred and twenty (120) day period, then either Landlord or Tenant may, within ten (10) days after determining that the repairs and restoration cannot be made within one hundred and twenty (120) days cancel the Lease by giving notice to the other party. Nevertheless, if the Relevant Space is not repaired and restored within one hundred and twenty (120) days from the date of the damage, then Tenant may cancel the Lease at any time after the one hundred and twentieth (120th) day. Tenant shall not be able to cancel this Lease if its willful misconduct or negligence causes the damage.

(c) **Abatement.** Unless the damage is caused by Tenant's willful misconduct or negligence, the Rent shall abate in proportion to that part of the Premises that is unfit for use in Tenant's business. The abatement shall consider the nature and extent of interference to Tenant's ability to conduct business in the Premises and the need for access and essential services. The abatement shall continue from the date the damage occurred until Landlord completes the repairs and restoration to the Relevant Space or the part rendered unusable and gives notice to Tenant that the repairs and restoration are completed, or until Tenant again uses the Premises or the part rendered unusable, whichever is first.

(d) **Tenant's Property.** Notwithstanding anything else in Article 6.1, Landlord is not obligated to repair or restore damage to Tenant's trade fixtures, furniture, equipment, or other personal property, or any Tenant improvements; provided the damage was not caused by Landlord, Landlord's employees, or Landlord's agents acts, omissions or negligence.

(e) **Damage to Building.** If:

(i) more than twenty-five (25%) percent of the Building is damaged and Landlord decides not to repair and restore the Building;

(ii) any mortgagee of the Building shall not allow adequate insurance proceeds for repair and restoration and Landlord does not intend to repair or restore;

(iii) the damage is not covered by Landlord's insurance and Landlord does not intend to repair or restore; or

(iv) the Lease is in the last twelve (12) months of its Term and Landlord does not intend to repair or restore within that twelve (12) month period; then Landlord or Tenant may cancel this Lease. To cancel, the cancelling party must give notice to the other party within thirty (30) days after the cancelling party knows of the damage. The notice must specify the cancellation date, which shall be at least thirty (30) but not more than sixty (60) days after the date notice is given.

(f) Cancellation. If either party cancels this Lease pursuant to this Article 6.1, then this Lease shall end on the day specified in the cancellation notice. The Rent and other charges shall be payable up to the cancellation date and shall account for any abatement. Landlord shall promptly refund to Tenant any prepaid, unaccrued Rent, accounting for any abatement, plus security deposit, if any, less any sum then owing by Tenant to Landlord.

6.2 Condemnation.

(a) Definitions. The terms "eminent domain," "condemnation," "taken," and the like in Article 6.2 include takings for public or quasi-public use and private purchases in place of condemnation by any authority authorized to exercise the power of eminent domain.

(b) Entire Taking. If the entire Premises or the portions of the Building required for reasonable access to, or the reasonable use of, the Premises are taken by eminent domain, this Lease shall automatically end on the earlier of:

- (i) the date title vests; or
- (ii) the date Tenant is dispossessed by the condemning authority.

(c) Partial Taking. If the taking of a part of the Premises materially interferes with Tenant's ability to continue its business operations in substantially the same manner and space then Tenant may end this Lease on the earlier of:

- (i) the date when title vests; or
- (ii) the date Tenant is dispossessed by the condemning authority.

If there is a partial taking and this Lease continues, then the Lease shall end as to the part taken and the Rent shall abate in proportion to the part of the Premises taken and Tenant's proportionate share shall be equitably reduced.

(d) Termination by Landlord. If title to a part of the Building other than the Premises is condemned, and in Landlord's reasonable opinion, the Building should be restored in a manner that materially alters the Premises, Landlord may cancel this Lease by giving notice to Tenant. Cancellation notice shall be given within sixty (60) days following the date title vested. This Lease shall end on the date specified in the cancellation notice, which date shall be at least thirty (30) days but not more than ninety (90) days after the date notice is given.

(e) Rent Adjustment. If the Lease is canceled as provided in Article 6.2.d, then the Rent and other charges shall be payable up to the cancellation date, and shall account for any abatement. Landlord, considering any abatement, shall promptly refund to Tenant any prepaid, unaccrued Rent, plus Security Deposit, if any, less any sum then owing by Tenant to Landlord.

(f) Repair. If the Lease is not canceled as provided for in Article 6.2.d, then Landlord at its expense shall promptly repair and restore the Premises to the condition that existed immediately before the taking, except for the part taken, to render the Premises a complete architectural unit, but only to the extent of the:

- (i) condemnation award received for the damage; and
- (ii) Building Standard Work;

(g) Awards and Damages. Landlord reserves all rights to damages paid because of any partial or entire taking of the Premises. Tenant assigns to Landlord any right Tenant may have to the damages or award. Further, Tenant shall not make claims against Landlord or the condemning authority for damages.

(h) Temporary Condemnation. If part or all of the Premises are condemned for a limited period of time ("Temporary Condemnation"), this Lease shall remain in effect. The Rent and Tenant's obligations for the part of the Premises taken shall abate during the Temporary Condemnation in proportion to the part of the Premises that Tenant is unable to use in its business operations as a result of the Temporary Condemnation. Landlord shall receive the entire award for any Temporary Condemnation.

ARTICLE 7 **DEFAULT**

7.1 Tenant's Default. The occurrence of any of the following events, acts, or circumstances shall constitute a "Default":

(a) Tenant fails to pay Landlord any sum of money when due and such failure continues for more than fifteen (15) days after Tenant receives written notice of such failure; provided however, if two (2) payments due of Tenant hereunder in any one (1) calendar year are not made until after notice of such late payment is received by Tenant, then it shall be an Event of Default hereunder by Tenant if any subsequent payments due of Tenant hereunder in the same calendar year are not made on the date that payment is due.

(b) Failure by Tenant to observe, perform, or comply with any of the terms, covenants, agreements, or conditions contained in this Lease (other than as specified in a7.1.A), and the continuance of such failure for thirty (30) days after Landlord has given Tenant notice of such failure. If Tenant has promptly commenced and diligently pursued remedial action within such 30-day period but has been unable to cure its default prior to the expiration thereof, such 30-day period shall be extended for the minimum time reasonably required for the completion of Tenant's remedial action, provided Tenant continues to pursue such remedial action until completion;

(c) The bankruptcy of, or appointment of a receiver or trustee for, Tenant, unless the same is vacated or dismissed within 20 days;

(d) Tenant's voluntarily petitioning for relief under, or otherwise seeking the benefit of, any bankruptcy, reorganization, or insolvency law;

(e) The sale of Tenant's interest under this Lease by execution or other legal process;

(f) Tenant's making an assignment of a material portion of its assets for the benefit of creditors;

(g) Tenant's failure to maintain its status as a corporation in good standing in its state of incorporation or Tenant's liquidation or dissolution;

(h) Tenant's sale of all, or substantially all of its assets.

7.2 Remedies. Upon the occurrence of an Event of Default, Tenant shall become a tenant at sufferance, and Landlord, at its option and at any time thereafter, may pursue, exercise, and enforce either the remedy set forth in Article 7.2.a or the remedy set forth in Article 7.2.b without notice or demand except as hereinafter provided.

(a) Landlord may enter upon and take possession of the Premises, using such force or means as may be necessary and legally permitted, and dispossess and remove all persons, goods and chattels, without liability to Tenant in law or in equity for any damages caused by such removal, possession, and entry. Upon such entry by Landlord, Tenant shall at once surrender possession of the Premises and shall be liable in damages and subject to equitable action for failure to do so. Surrender of the Premises shall not in and of itself constitute a termination of this Lease or relieve Tenant from any of the terms, covenants, and conditions hereof. After resuming possession of the Premises, Landlord may:

(i) Relet, as Tenant's agent and without terminating this Lease, the Premises for such amounts and upon such terms and conditions as Landlord may reasonably deem best under the circumstances, whereupon Tenant shall be liable to Landlord in general damages for the difference between the rentals and other charges stipulated to be paid by Tenant and what Landlord is able to recover from a re-letting, after deducting any reasonable attorneys' fees, commissions, and other expenses paid by Landlord with respect to such re-letting; or

(ii) Terminate this Lease, whether or not the Premises or any part thereof shall have been relet, by notice to Tenant, whereupon this Lease shall end; provided, however, that no such termination of this Lease shall relieve Tenant of its liability and obligations under this Lease incurred prior to such termination. Upon such termination, Tenant shall be immediately liable for the damages, which are the necessary and direct result of Tenant's breach, but in no event will Tenant be liable of consequential damages.

(iii) Landlord may treat this Lease as remaining in existence, curing Tenant's default by performing or paying the obligation which Tenant has breached. All sums paid or expenses incurred by Landlord directly or indirectly in curing Tenant's default shall become immediately due and payable. If the breach consists of a failure to

pay the rent stipulated in this Lease and Landlord elects to treat this Lease as remaining in existence, Landlord may take such action as is necessary to recover the rent due as each installment matures or for the whole amount at the end of the Term.

7.3 Nonexclusive Remedies. The remedies for which provision is made in this Article 7 shall not be exclusive, and in addition thereto, Landlord may pursue such other remedies as are provided by law upon the occurrence of an Event of Default. In any event, and irrespective of any option exercised by Landlord, Tenant shall pay to Landlord all costs and expenses incurred by Landlord, including reasonable attorneys' fees, in connection with collection of rent or damages or enforcing other rights of Landlord under this Article 7, whether or not Landlord elects to terminate this Lease by reason of such Event of Default. Tenant hereby expressly waives all rights of redemption, if any, granted by or under any present or future law in the event Tenant shall be evicted or dispossessed for any cause, or in the event Landlord shall obtain possession of the Premises by virtue of the provisions of this Lease, or otherwise.

7.4 Interest. Any sums due under this Lease from Tenant to Landlord and not paid on the date due shall bear interest from the date due at the maximum rate permitted by law until fully paid.

7.5 Landlord's Default. Landlord's failure to perform or observe any of its Lease obligations after a period of thirty (30) business days or the additional time, if any, that is reasonably necessary to promptly and diligently cure the failure after receiving notice from Tenant is a Default. The notice shall give in reasonable detail the nature and extent of the failure and identify the Lease provision(s) containing the obligation(s). After Tenant receives notice of a mortgagee's name and address and request for notice upon Landlord's Default, Tenant shall provide the notice required by this paragraph to the mortgagee at the same time Tenant gives notice to Landlord. If Landlord commits a Default, Tenant may pursue any remedies given in this Lease or under the law.

7.6 Exception to Cure Periods. The cure periods in Article 7.1 do not apply to:

- (a) emergencies;
- (b) failure to maintain the insurance required by Article 5.

7.7 Self-Help. If Tenant commits a Default, Landlord may, without being obligated and without waiving the Default, cure the Default. Landlord may enter the Premises to cure the Default. Tenant shall pay Landlord, upon demand, all costs, expenses, and disbursements incurred by Landlord to cure the Default.

7.8 Survival. The remedies permitted by Article 7 shall survive the ending of this Lease.

ARTICLE 8 **NONDISTURBANCE**

8.1 Subordination, Nondisturbance, and Attornment.

(a) Mortgages. Subject to Article 8.1.b, this Lease is subordinate to prior or subsequent mortgages covering the Building (“Mortgages”).

(b) Foreclosures. If any of the Mortgages are foreclosed, then:

(i) Tenant will attorn to and recognize the mortgagee or purchaser at foreclosure sale (the “Successor Landlord”) as Tenant's landlord for the remaining Term;

(ii) This Lease shall continue upon the same terms and conditions with the Successor Landlord performing the obligations of Landlord;

(iii) Tenant's quiet possession shall not be disturbed if Tenant is not in Default; and

(iv) The Successor Landlord shall not be bound by:

(1) any payment of Rent for more than one month in advance, except the Security Deposit and free rent, if any, specified in the Lease,

(2) any amendment, modification, or ending of this Lease without Successor Landlord's consent which may be made after the Successor Landlord's name is given to Tenant unless the amendment, modification, or ending is specifically authorized by the original Lease and does not require Landlord's prior agreement or consent, and

(3) any liability for any act or omission of a prior Landlord, except to cure continuing defaults and undiscovered latent defects.

(c) Self-Operating. Article 8.1 is self-operating. However, Tenant shall execute any documents needed to confirm this arrangement and deliver such executed documents to Landlord within twenty (20) business days after receiving the documents from Landlord provided, however, that Tenant shall not be required to effectuate any such subordination or other document hypothecating any interest in the Land, Building or Premises unless the mortgagee or beneficiary named in such mortgage shall first enter into a Subordination, Non-Disturbance and Attornment Agreement in such form and content mutually agreeable by Landlord and Tenant.

8.2 Estoppel Certificate.

(a) Obligation. Either party (the “Answering Party”) shall from time to time, within twenty (20) business days after receiving a written request by the other party (the “Asking Party”), execute and deliver to the Asking Party a written statement. This written statement, which may be relied upon by the Asking Party and any third party with whom the Asking Party is dealing shall certify, if applicable:

- (i) the accuracy of the Lease document;
- (ii) the Commencement and Ending Dates of the Lease;
- (iii) that the Lease is unmodified and in full effect or in full effect as modified, stating the date and nature of the modification;
- (iv) whether to the Answering Party's knowledge the Asking Party is in default or whether the Answering Party has any claims or demands against the Asking Party and, if so, specifying the Default, claim, or demand; and
- (v) to other correct and reasonably ascertainable facts that are covered by the Lease terms.

(b) Remedy. The Answering Party's failure to comply with its obligation in Article 8.2 shall be a Default. Notwithstanding Article 7.1, the cure period for this Default shall be five (5) business days after the Answering Party receives notice of the Default.

8.3 Quiet Possession. Landlord and Successor Landlord covenants that so long as Tenant pays the Rent reserved in this Lease and performs its agreements hereunder, Tenant shall have the right to quietly enjoy and use the Premises for the Term of this Lease, subject to the provisions hereof; governmental regulations; and restrictions, reservations, mortgages, and easements of record. Landlord represents and warrants to, and covenants with, Tenant (as applicable) that: (a) Landlord owns fee simple title to the Premises; and (b) Landlord shall pay all sums due under, and keep in good standing, all security instruments, if any, encumbering the Premises.

ARTICLE 9 **LANDLORD'S RIGHTS**

9.1 Rules. The Building Rules set forth on Exhibit "C" are a part of this Lease. Landlord may from time to time amend, modify, delete or add additional, reasonable non-discriminatory Rules for the use, operation, safety, cleanliness and care of the Premises and the Building. Such new or modified Rules shall be effective upon notice to Tenant. Tenant will cause its employees and agents, or any others permitted by Tenant to occupy or enter the Premises, to abide by the Rules at all times. Landlord shall not be responsible to Tenant for the nonobservance by any other tenant or person of any such Rules, Landlord will, however, use its best efforts to insure that other tenants comply with the Building Rules. Notwithstanding any provision contained in this Lease to the contrary, Tenant shall not be subject to any Rules that are inconsistent with the express terms of this Lease or that unreasonably interfere with Tenant's use and occupancy of the Premises or that could impose any substantial economic burden on Tenant.

9.2 Mechanic's Liens.

(a) Discharge Lien. Tenant shall, within twenty (20) days after receiving notice of any mechanic's lien for material or work claimed to have been furnished to the Premises on Tenant's behalf and at Tenant's request:

- (i) discharge the lien; or
- (ii) post a bond equal to the amount of the disputed claim with a company or companies reasonably satisfactory to Landlord.

If Tenant posts a bond, it shall contest the validity of the lien. Tenant shall indemnify, defend, and hold Landlord harmless from any and all losses incurred, directly or indirectly, from these liens.

(b) Landlord's Discharge. If Tenant does not discharge the lien or post the bond within the twenty (20) day period, Landlord may pay any amounts, including interest and legal fees, to discharge the lien. Tenant shall then be liable to Landlord for all amounts paid by Landlord, including those for interest and legal fees.

9.3 Right to Enter

(a) Permitted Entries. Landlord and its agents, servants, and employees may, without unreasonably disturbing Tenant's operations, enter the Premises (i) at reasonable times, and (ii) at any time if during an emergency, without charge, liability, or abatement of Rent, to:

- (i) examine the Premises;
 - (ii) make repairs, alterations, improvements, and additions either required by the Lease or advisable to preserve the integrity, safety, and good order of part or all of the Premises or Building;
 - (iii) provide other services required by the Lease;
 - (iv) comply with laws under Article 3; show the Premises to prospective lenders or purchasers and during the one hundred and eighty (180) days immediately before this Lease ends to prospective tenants, accompanied, if requested by Tenant, by a Tenant representative;
 - (v) post notices of nonresponsibility;
 - (vi) remove any Alterations made by Tenant in violation of this Lease;
- and
- (vii) post "For Sale" signs and, during the one hundred and eighty (180) days immediately before this Lease ends, post "For Lease" signs.

(b) Entry Conditions. Notwithstanding Article 9.3.a, entry is conditioned upon Landlord: giving Tenant at least forty-eight (48) hours advance notice, except in an emergency;

(c) using commercially reasonable efforts to promptly finish any work for which it entered; and using commercially reasonable efforts to minimize interference with Tenant's business.

9.4 Holdover.

(a) Holdover Status. If Tenant continues occupying the Premises after the Term ends ("Holdover") then:

(i) if the Holdover is with Landlord's written consent, it shall be a month-to-month tenancy, terminable on thirty (30) days advance notice by either party. Tenant shall pay at the beginning of each month Rent that is ten (10) percent higher than the amount due in the last full month immediately preceding the Holdover period;

(ii) if the Holdover is without Landlord's written consent, then Tenant shall be a tenant-at-sufferance. Tenant shall pay by the first day of each month during the Holdover 125% of the amount of Rent due in the last full month immediately preceding the Holdover period.

(b) Holdover Terms. The Holdover in Article 9.4.a shall be on the same terms and conditions of the Lease except that the following terms shall differ:

(i) the Term;

(ii) Rent;

(iii) the Quiet Possession provision is deleted;

(iv) Landlord's obligations for services and repairs for an Article 9.4.a (2) Holdover are deleted and;

(v) consent to an assignment or sublease may be unreasonably withheld, conditioned, or delayed.

9.5 Signs.

(a) Permitted Signs. Landlord shall provide Tenant, at Tenant's expense, the following listings and signs:

(i) Landlord agrees to allow Tenant signage on a monument sign in front of the building. Monument signage shall be at Tenant's sole cost and expense; and

(ii) a sign on the exterior door of the Premises inside the Building.

(b) Non-permitted Signs. Other than the signs and listings permitted in Article 9.5.a, Tenant shall not place or have placed any other signs, listings, advertisements, or any other notices anywhere else in the Building without Landlord's consent, which is not be unreasonably withheld.

ARTICLE 10
DISPUTES

10.1 Arbitration.

(a) Procedure. For disputes subject to arbitration under Article 10.1.c that are not resolved by the parties within twenty (20) days after either party gives notice to the other of the specific nature of the dispute and its desire to arbitrate the dispute, the dispute shall be settled by binding arbitration by the American Arbitration Association in accord with its then-prevailing Commercial Arbitration Rules except that in all cases unless the parties agree otherwise the Expedited Procedures under the Commercial Arbitration Rules shall apply to any arbitration conducted under Article 10 of this Lease. Judgment upon the arbitration award may be entered in any court having jurisdiction. The arbitrator(s) shall have no power to change the Lease provisions. The arbitrator(s) selected shall have experience and expertise in the matter being arbitrated. Both parties shall continue performing their Lease obligations pending the award in the arbitration proceeding. The arbitrator(s) shall award the prevailing party reasonable expenses and costs including reasonable attorneys' fees pursuant to Article 10 plus interest on the amount due at eighteen (18) percent per annum or the maximum then allowed by applicable law, whichever is less.

(b) Payment. The losing party shall pay to the prevailing party the amount of the final arbitration award. If payment is not made within ten (10) business days after the date the arbitration award is no longer appealable, then in addition to any other remedies under the law:

(i) if Landlord is the prevailing party, it shall have the same remedies for failure to pay the arbitration award as it has for Tenant's failure to pay the Rent; and

(ii) if Tenant is the prevailing party, it may deduct any remaining unpaid award from its monthly payment of Rent or other charges, unless in the event the Lease has ended the Landlord will pay directly to the Tenant by check or wire transfer.

(c) Disputes Subject to Arbitration. The following disputes are subject to arbitration:

(i) any disputes that the parties agree to submit to arbitration;

(ii) any disputes over the amount of any abatement of Rent because of damage or condemnation;

(iii) any disputes over whether Landlord's withholding of consent is unreasonable, conditioned, or unduly delayed under Article 4;

(iv) any disputes over the amount of any insurance increase under Article 5; and

(v) any disputes over whether either party can cancel the Lease under Article 6 or 7.

ARTICLE 11 **MISCELLANEOUS**

11.1 Broker's Warranty. The parties warrant that they have not dealt with any broker on this Lease, except for Ian Black Real Estate (collectively, the "Broker"). Broker shall be paid a commission by Landlord pursuant to a separate agreement. The party who breaches this warranty shall defend, hold harmless, and indemnify the nonbreaching party from any claims or liability arising from the breach.

11.2 Attorneys' Fees. In any arbitration or litigation between the parties regarding this Lease, the losing party shall pay to the prevailing party all reasonable expenses and court costs including reasonable attorneys' fees incurred by the prevailing party. A party shall be considered the prevailing party if:

(a) it initiated the litigation and substantially obtains the relief it sought, either through a judgment or the losing party's voluntary action before arbitration (after it is scheduled), trial, or judgment;

(b) the other party withdraws its action without substantially obtaining the relief it sought; or

(c) it did not initiate the litigation and judgment is entered for either party, but without substantially granting the relief sought.

11.3 Notices.

(a) Notice Defined. "Notice" means any notice, demand, request, or other communication or document to be provided under this Lease.

(b) Notice in Writing to Address or Facsimile Transmission Number. Any Notice shall be in writing and shall be given to the party at its regular mail address, e-mail address or facsimile transmission number or such other address or facsimile transmission number as the party may later specify for that purpose by notice to the other party.

(c) Parties Addresses. The parties' current addresses and facsimile transmission numbers are set forth below:

(i) If to Landlord, Notice shall be sent to the attention of: William Schlotthauer, Esq., 8430 Enterprise Circle, Lakewood Ranch, Florida 34202. Fax: (800) 411-4771

(ii) If to Tenant, Notice shall be sent to the attention of: Tracy O'Neill, CAO, 1990 Main Street, #801, Sarasota, FL 34236, Fax 941-954-3207.

(d) Deemed Receipt. Notice shall only be given in the manner set forth below and shall, for all purposes be deemed given and received:

(i) if given by facsimile transmission, when the facsimile transmission is transmitted to the party's facsimile transmission number specified above and confirmation of complete receipt is received by that transmitting party during normal business hours or on the next business day if confirmed outside normal business hours;

(ii) if given by e-mail, when the e-mail is transmitted to the party's e-mail address specified above and confirmation of receipt is received by that transmitting party during normal business hours or on the next business day if confirmed outside normal business hours;

(iii) if hand delivered to a party at the regular mail address of the party specified above, against receipted copy;

(iv) if given by Federal Express or another nationally recognized and reputable overnight delivery service at the regular mail address of the party specified above, the day on which the notice is actually received by the party; or

(v) if given by certified mail, return receipt requested, postage prepaid at the regular mail address of the party specified above, three (3) business days after it is posted with the United States Postal Service.

If a copy is required above, then Notice shall not be deemed received until the last of the Notice and the copy of the Notice is deemed received as provided above.

(e) Refusal to Accept. If Notice is tendered under the provisions of this Lease and is refused by the intended recipient of the Notice, the Notice shall nonetheless be considered to have been given and shall be effective as of the date provided in this Lease.

(f) Mortgagee. Tenant shall also give any required Notices to Landlord's mortgagee after receiving Notice from Landlord of the mortgagee's name, and its address or facsimile transmission number.

11.4 Partial Invalidity. If any Lease provision is invalid or unenforceable to any extent, then that provision and the remainder of this Lease shall continue in effect and be enforceable to the fullest extent permitted by law.

11.5 Waiver. The failure of either party to exercise any of its rights is not a waiver of

those rights. A party waives only those rights specified in writing and signed by the party waiving its rights.

11.6 Radon. Florida law requires the following statement in connection with the lease of any building in Florida: RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

11.7 Binding on Successors. This Lease shall bind the parties' heirs, successors, representatives, and permitted assigns.

11.8 Governing Law. This Lease shall be governed by the laws of the state of Florida.

11.9 Recording. Recording of this Lease is prohibited except as allowed in this paragraph. At the request of either party, the parties shall promptly execute and record, at the cost of the requesting party, a short form memorandum describing the Premises and stating this Lease's Term, its Beginning and Ending Dates, any options to renew or purchase, and any other information the parties agree to include.

11.10 Survival of Remedies. The parties' remedies shall survive the ending of this Lease when the ending is caused by the Default of the other party.

11.11 Authority of Parties. Each party warrants that it is authorized to enter into the Lease, that the person signing on its behalf is duly authorized to execute the Lease, and that no other signatures are necessary.

11.12 Entire Agreement. This Lease contains the entire agreement between the parties about the Premises and Building. Except for the Rules for which Article 9.1.a controls, this Lease shall be modified only by a writing signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Lease on the day and year first above mentioned.

Signed, sealed, and delivered in the presence of:

Joanna L. Vealey
As to Landlord
Natasha Schoe
As to Landlord

Ranch Property Holdings, LLC

By: [Signature]
Name: William Schlotthauer
Title: Trustee
Landlord

[Signature]
As to Tenant
Mary O'Neil
As to Tenant

KERKERING, BARBERIO & CO.

By: [Signature]
Name: ROBERT J. LAWE
Title: President
Tenant

Tenant's Federal Employee
Identification Number:

KB PENSION SERVICES, INC.

[Signature]
As to Tenant
Bruce Broun
As to Tenant

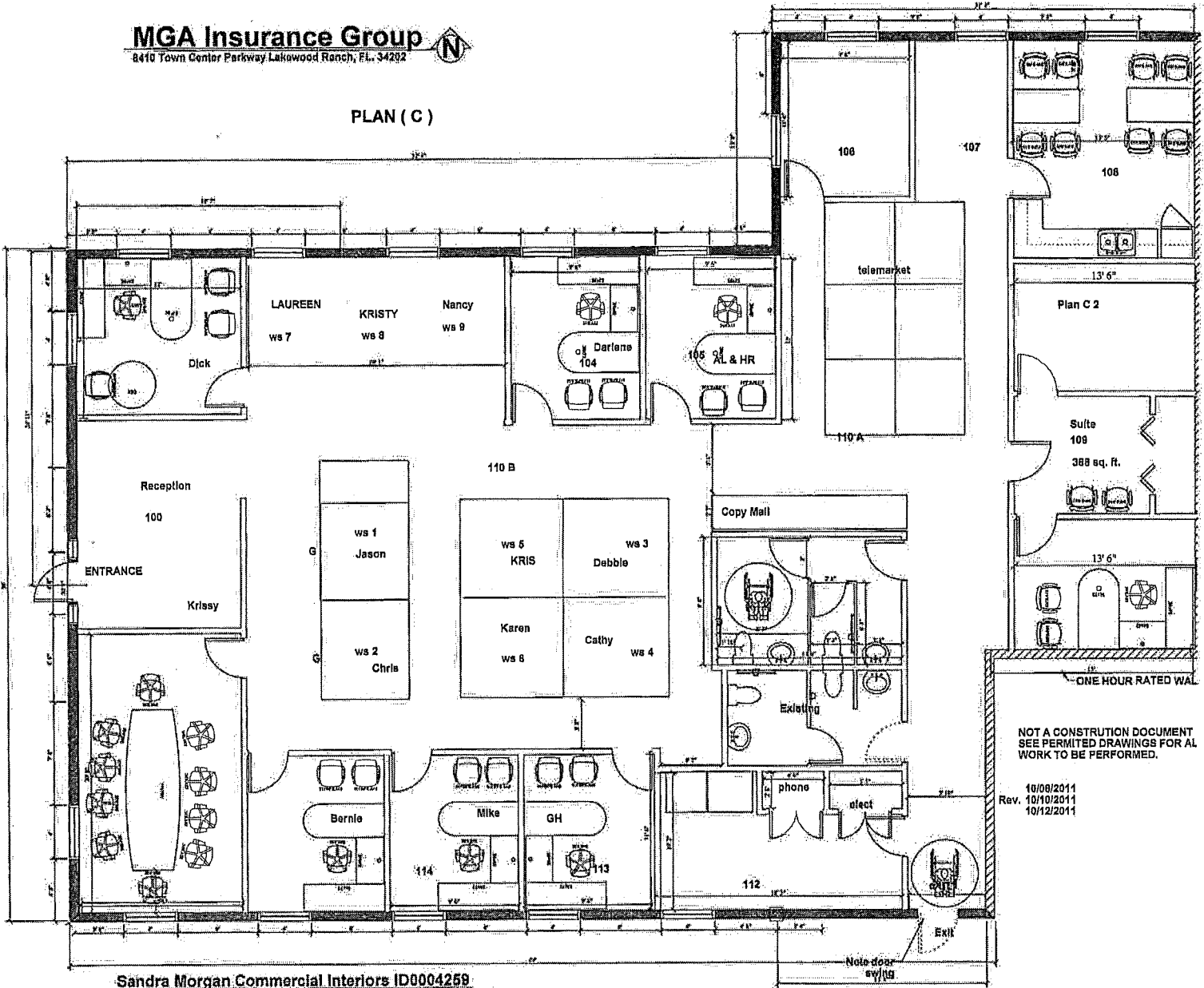
By: [Signature]
Name: JOHN COTTERMAN
Title: PRESIDENT
Tenant

Tenant's Federal Employee
Identification Number:

EXHIBIT "A"

Section 1.1 – Floor Plan

PLAN (C)



NOT A CONSTRUCTION DOCUMENT
 SEE PERMITTED DRAWINGS FOR ALL
 WORK TO BE PERFORMED.

10/08/2011
 Rev. 10/10/2011
 10/12/2011

Unit 2 , Phase I, Lakewood Ranch Town Center Office Park, a Land Condominium, according to the Declaration of Condominium recorded in Official Records Book 1538, Page 321, and all subsequent amendments thereto, as per Plat thereof recorded in Condominium Book 29, Pages 42 through 48, inclusive, of the Public Records of Manatee County, Florida, together with an undivided interest in the common elements appurtenant thereto.

EXHIBIT "C"

[Building Rules]

Section 9.1

The following rules and regulations shall apply, where applicable, to the Premises, the Building, the parking associated therewith, the Land and the appurtenances thereto:

1. Sidewalks, doorways, vestibules, halls, stairways and other similar areas shall not be obstructed by Tenant or used by Tenant for any purpose other than ingress and egress to and from the Premises. No rubbish, litter, trash, or material of any nature shall be placed, emptied, or thrown in those areas. At no time shall Tenant permit Tenant's employees to loiter in common areas or elsewhere in or about the Building or Land.
2. Plumbing fixtures and appliances shall be used only for the purposes for which designed, and no sweepings, rubbish, rags or other unsuitable material shall be thrown or placed therein. Damage resulting to any such fixtures or appliances from misuse by Tenant or its agents, employees or invitees, shall be paid for by Tenant, and Landlord shall not in any case be responsible therefore.
3. No signs, advertisements or notices shall be painted or affixed on or to any windows, doors or other parts of the Building, except those of such color, size, style and in such places as shall be first approved in writing by Landlord.
4. Landlord may provide and maintain, at the Tenant's sole cost and expense, in the first floor (main lobby) of the Building an alphabetical directory board listing Tenant, and no other directory shall be permitted unless previously consented to by Landlord in writing.
5. Tenant shall not place any additional lock or locks on any door in the Premises or Building without Landlord's prior written consent. Landlord shall provide five keys to the locks on the doors in the Premises shall be furnished by Landlord to Tenant at no cost to Tenant, any additional keys will be provided by Landlord at the cost of \$10 per key. Tenant shall not have any duplicate keys made. All keys shall be returned to Landlord at the expiration or earlier termination of this Lease.
6. Tenant will refer to Landlord for Landlord's supervision, approval, and control all contractors, contractors' representatives, and installation technicians rendering any service to Tenant, before performance of any contractual service. Such supervisory action by Landlord shall not render Landlord responsible for any work performed for Tenant. This provision shall apply to all work performed in the Building, including but not limited to the installation of telephones, computer wiring, cabling, equipment, electrical devices, attachments and installations of any nature. Tenant shall be solely

responsible for complying with all applicable laws, codes and ordinances pursuant to which said work shall be performed.

7. Movement in or out of the Building of furniture or office equipment, or dispatch or receipt by Tenant of any merchandise or materials which require the use of stairways, lobby areas, or loading dock areas, shall be restricted to hours designated by Landlord. Tenant must seek Landlord's prior approval by providing a detailed listing of any such activity. If approved by Landlord, such activity shall be under the supervision of Landlord and performed in the manner stated by Landlord. If any equipment, property, and/or personnel of Landlord or any other tenant is damaged or injured as a result of or in connection with such activity, Tenant shall be solely liable for any and all damage or loss resulting therefrom.
8. Landlord shall have the power to prescribe the weight and position of safes and other heavy equipment or items, which in all cases shall not in the opinion of Landlord exceed acceptable floor loading and weight distribution requirements. All damage done to the Building by the installation or removal of any property of Tenant, or done by Tenant while in the Building, shall be repaired at the expense of Tenant.
9. Corridor doors, when not in use, shall be kept closed.
10. Tenant shall not (i) make or permit any improper, objectionable or unpleasant noises or odors in the Building, or otherwise interfere in any way with other tenants or persons having business with them, (ii) solicit business or distribute, or cause to be distributed, in any portion of the building and handbills, promotional materials or other advertising, or (iii) conduct or permit any other activities in the Building that might constitute a nuisance.
11. No animals, except seeing-eye dogs, shall be brought into or kept in, on or about the Premises.
12. No inflammable, explosive or dangerous fluid or substance shall be used or kept by Tenant in the Premises or Building. Tenant shall not, without Landlord's prior written consent, use, store, install, spill, remove, release or dispose of within or about the Premises or any other portion of the Land, any asbestos-containing materials or any solid, liquid or gaseous material now or hereafter considered toxic or hazardous under the provisions of 42 U.S.C. §9601 et seq. or any other applicable environmental law which may now or hereafter be in effect. If Landlord does give written consent to Tenant pursuant to the foregoing sentence, Tenant shall comply with all applicable laws, rules and regulations pertaining to and governing such use by Tenant, and shall remain liable for all costs of cleanup or removal in connection therewith
13. Tenant shall not use or occupy the Premises in any matter or for any purpose which would injure the reputation or impair the present or future value of the Premises or the Building; without limiting the foregoing, Tenant shall not use or permit the Premises or any portion thereof to be used for lodging, sleeping or for any illegal purpose.

14. Tenant shall not install, operate or maintain in the Premises or in any other area of the Building, any electrical equipment which does not bear the U/L (Underwriters Laboratories) seal of approval, or which would overload the electrical system or any part thereof beyond its capacity for proper, efficient and safe operation as determined by Landlord, taking into consideration the overall electrical system and the present and future requirements therefor in the Building. Tenant shall not furnish any cooling or heating to the Premises, including, without limitation the use of any electronic or gas heating devices, without Landlord's prior written consent.
15. Tenant shall not operate or permit to be operated on the Premises any coin or token operated vending machine or similar device (including, without limitation, telephones, lockers, toilets, scales, amusement devices and machines for sale of beverages, foods, candy, cigarettes or other goods), except for those vending machines or similar devices which are for the sole and exclusive use of Tenant's employees.
16. Bicycles and other vehicles are not permitted inside or on the walkways outside the Building, except in those areas specifically designated by Landlord for such purposes.
17. Landlord may from time to time adopt appropriate systems and procedures for the security or safety of the Building, its occupants, entry and use, or its contents. Tenant, Tenant's agents, employees, contractors, guests and invitees shall comply with Landlord's reasonable requirements thereto.
18. Landlord shall have the right to prohibit the use of the name of the Building or any other publicity by Tenant that in Landlord's reasonable opinion may tend to impair the reputation of the Building or its desirability for Landlord or other tenants. Upon written notice from Landlord, Tenant will refrain from and/or discontinue such publicity immediately.
19. Tenant shall carry out Tenant's permitted repair, maintenance, alterations and improvements in the Premises only during times agreed to in advance by Landlord and in a manner which will not interfere with the rights of other tenants in the Building.
20. At no time shall Tenant permit or shall Tenant's agents, employees, contractors, guests, or invitees smoke in any common area of the Building, (including the interior or exterior of the building) unless such common area has been declared a designated smoking area by Landlord.
21. Tenant shall observe Landlord rules with respect to maintaining standard window coverings on all windows in the Premises so that the Building represents a uniform exterior appearance. Tenant shall ensure that to the extent reasonably practicable, window coverings are closed on all windows in the Premises which are exposed to the direct rays of the sun.

22. All deliveries to or from the Premises shall be made only at such times, in the areas and through the entrances and exits designated for such purposes by Landlord. Tenant shall not permit the process of receiving deliveries to or from the Premises outside of said areas or in a manner which may interfere with the use by any other tenant of its premises or of any common areas, and pedestrian use of such area, or any use which is inconsistent with good business practice.

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
April 3, 2019

CONSENT AGENDA
ITEM 8

**Amendment to Continuing Services Contracts to Conform with
Authority's Procurement Policy (as amended December 5, 2018)**

Recommended Action -

Motion to approve amendments to continuing services contracts to conform to Authority's Procurement Policy as amended December 5, 2018.

The Authority's Procurement Policy was amended on December 5, 2018. Specific amendments to the Procurement Policy included changes to the Executive Director's signature authority (dollar limits) on work orders issued under the Authority's continuing services agreements. All existing continuing services agreements specifically identify the amount of the Executive Director's signature authority in Section 4A of the agreement, which states:

"... The Executive Director shall have complete authority to issue Work Orders up to and including \$ _____, transmit instructions, receive information ..."

Because the amounts listed specifically in the continuing services agreements don't conform to the updated (December 2018) procurement policy limits, the amended language below is proposed for Section 4A in all continuing services agreements:

"...The Executive Director shall have complete authority to issue Work Orders up to ~~and including~~ \$ _____, the applicable dollar limits established in the Authority's current Procurement Policy, transmit instructions, receive information..."

Upon approval by the Board of Directors, Authority staff will pursue amending each continuing services agreement as prescribed above. The change will not affect the approved costs for any existing Work Orders.

Budget Action: None.

Attachments:

Tab A – Example Section 4A from current contract template for continuing engineering services

Tab B – Authority December 2018 Procurement Policy-Section 3.1.4

TAB A

Example Section 4A from current template for continuing engineering services

- G. The Authority shall have the right during the three (3) year period following the expiration or termination of the Agreement to audit Consultant 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. Consultant shall make all documents and data available to the Authority or its designated auditor. Consultant may have the audit reviewed by Consultant's auditor at Consultant's expense.
- H. Work Orders issued in accordance with this Agreement are limited to projects in which the estimated construction cost of each individual project under the contract does not exceed \$2 million and for a study activity if the fee for professional services for each individual study under this Agreement does not exceed \$200,000.
- I. If applicable, any list of items required to render complete, satisfactory, and acceptable the construction 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. The Executive Director shall have complete authority to issue Work Order up to and including \$50,000, 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 Consultant's services. Notwithstanding, this subsection A. may not be amended by a Work Order.

- B. To provide, within a reasonable time from request of Consultant 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 Consultant 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 Consultant'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

Consultant 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 Consultant 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 Schedule 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

TAB B
Authority December 2018 Procurement Policy Section 3.1.4

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

3.1.3 Contracting for Designated Professional Services

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

3.1.4 Delegation of Authority

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

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

Minimum threshold requirements are:

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

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
April 3, 2019

CONSENT AGENDA
ITEM 9

Declaration of Surplus

Recommended Action -

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

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

Budget Action: No action needed.

Attachments:

Surplus Sale List April 3, 2019



Surplus List: April 3, 2019

Equipment Type	Description	Condition	Asset Tag
Lab Equipment	Fisher Scientific Accumet AP61 portable pH meter	Not functional	2-0232
Vehicle	2011 Ford Escape 4x4 VIN# 1FMCU0DG4BKB79557	runs, but high mileage	
Vehicle	2011 Ford Escape VIN # 1FMCU0DG2BKB79556	runs, but high mileage	2-0374
Vehicle	2007 Dodge Ram 4x4 Crew Cab VIN # 1D3KS28D17J599184	runs, but high mileage	2-0315

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
April 3, 2019

REGULAR AGENDA
ITEM 1

Water Supply Conditions

Presenter - Richard Anderson, System Operations Manager

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

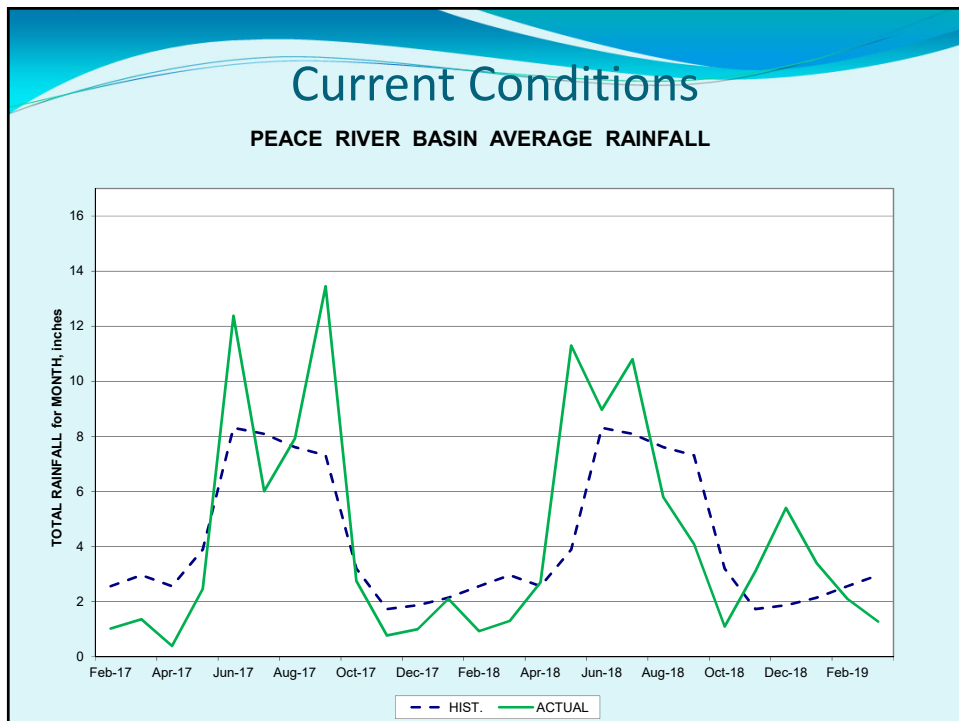
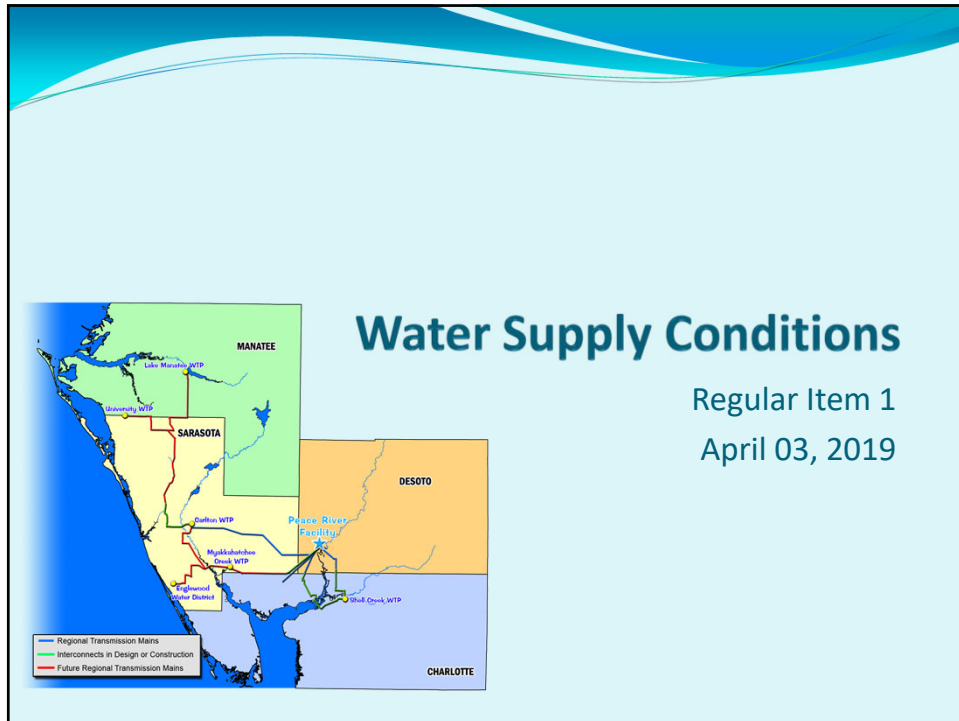
Water Supply Conditions at the Peace River Facility as of March 20, 2019.

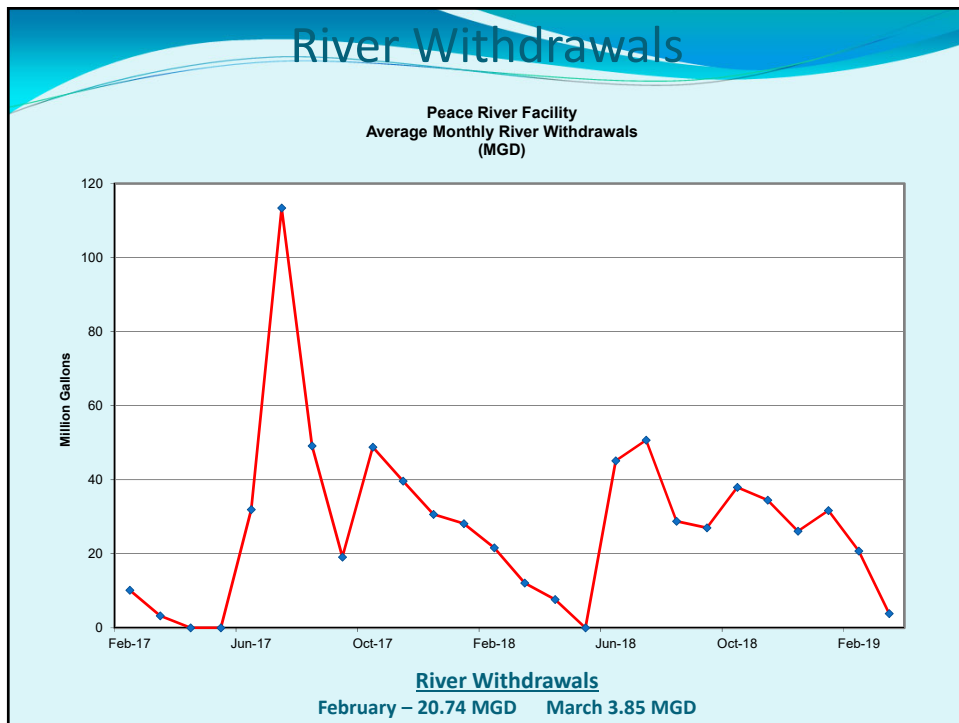
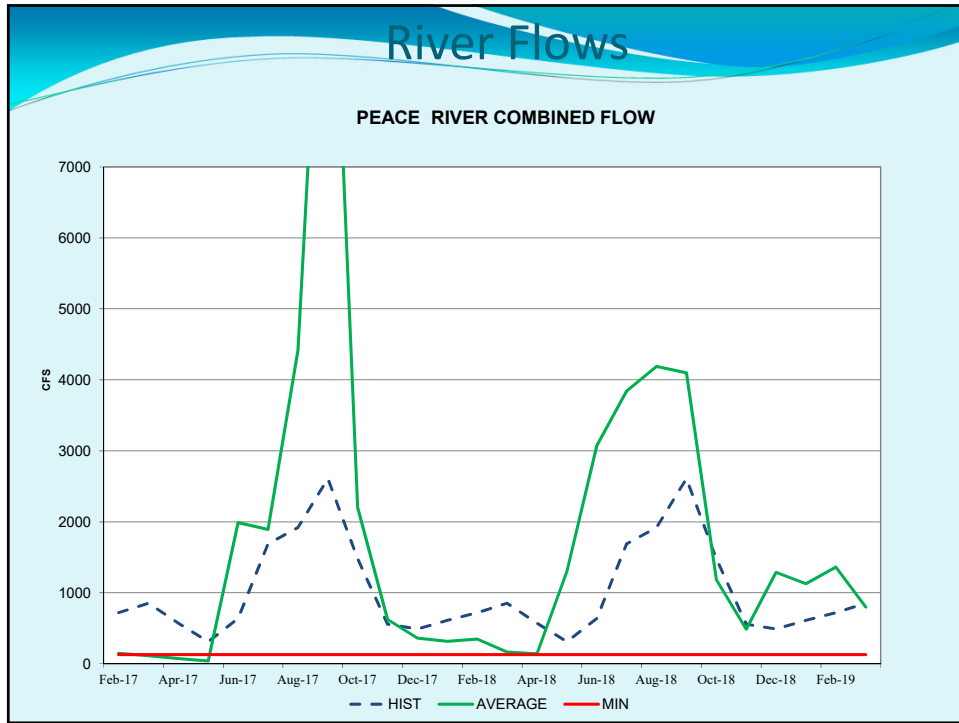
- Water Supply Quantity: Excellent
- Treated Water Quality: Excellent

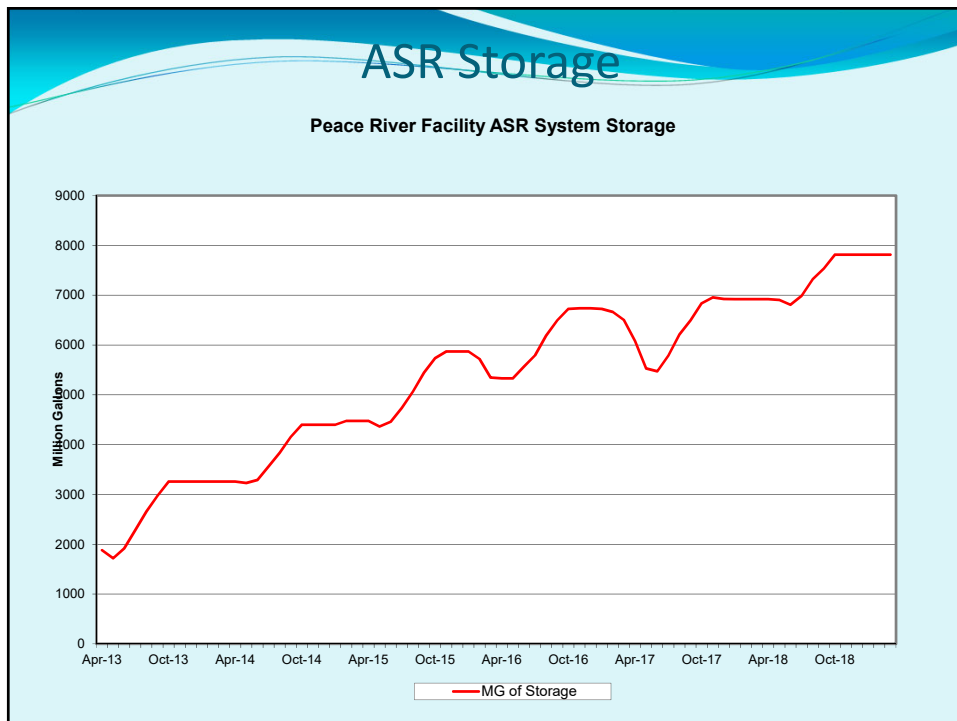
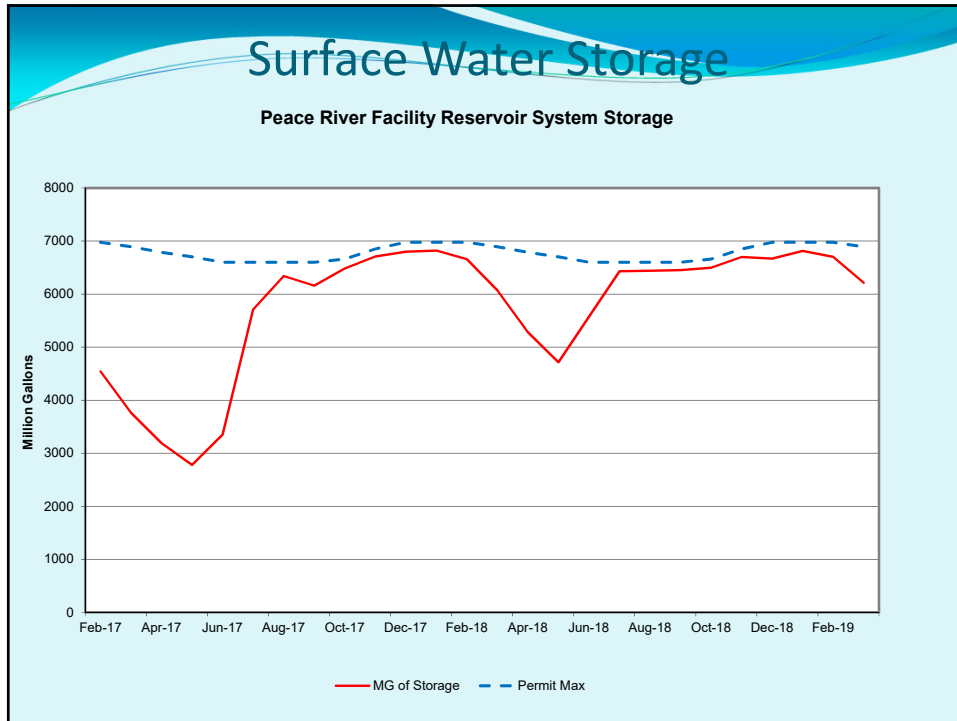
March Water Demand	29.27 MGD
March River Withdrawals	3.85 MGD
<u>Storage Volume:</u>	
Reservoirs	6.41 BG
ASR	<u>7.81 BG</u>
Total	14.22 BG

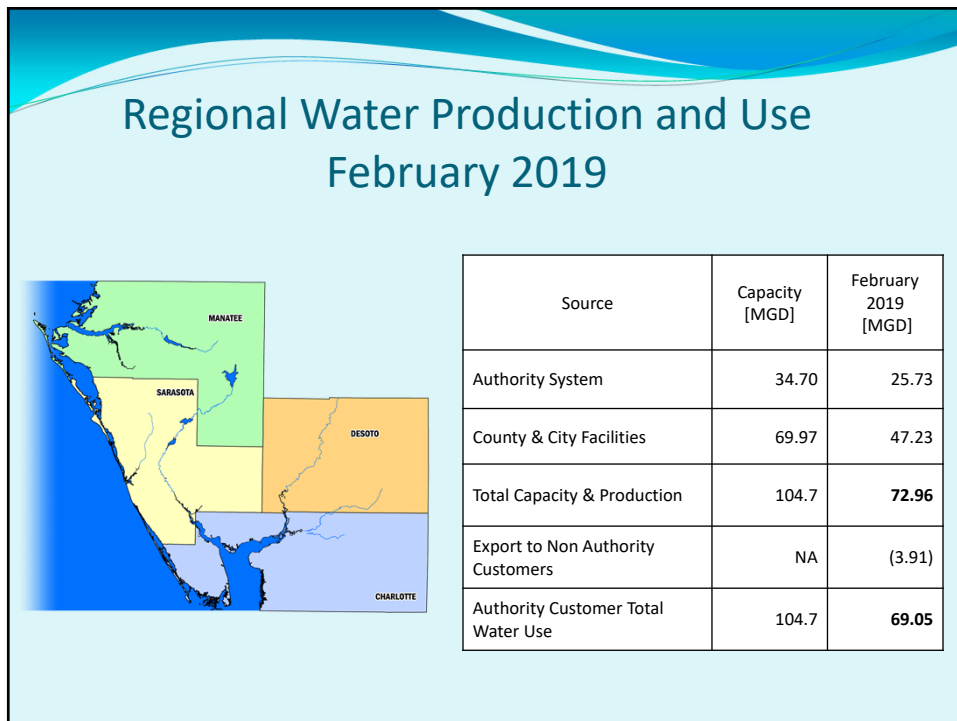
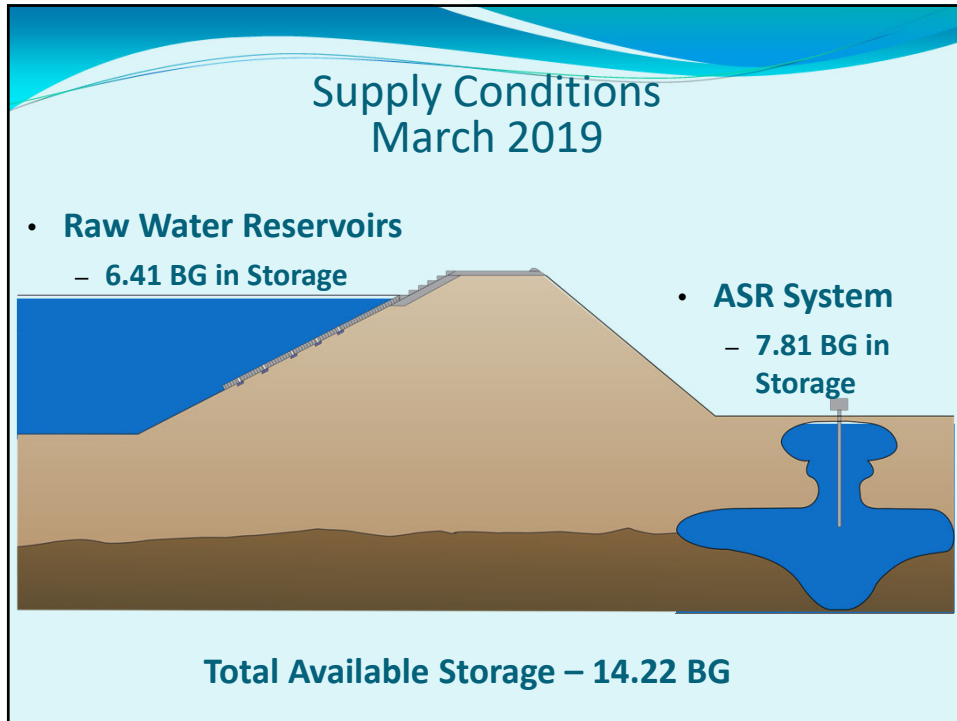
Attachments:

Presentation Materials





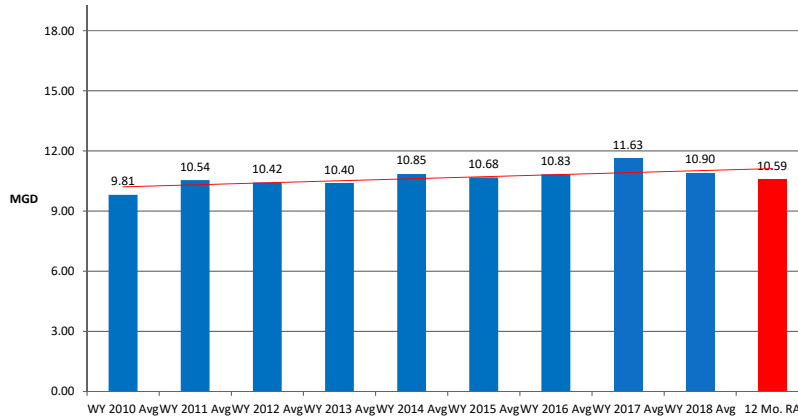




Charlotte County

Source	Capacity [MGD]	February 2019 [MGD]	% UTILIZED
Peace River Facilities	16.10	10.70	66.5%
Charlotte Self Supply	3.17	0.50	16%
TOTAL	19.27	11.20	58.1%

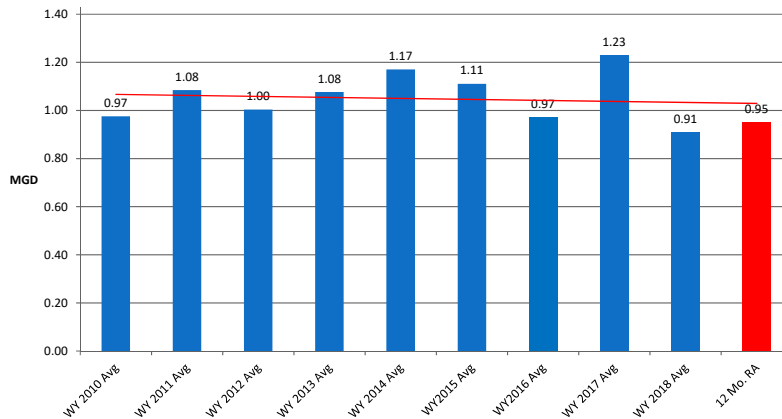
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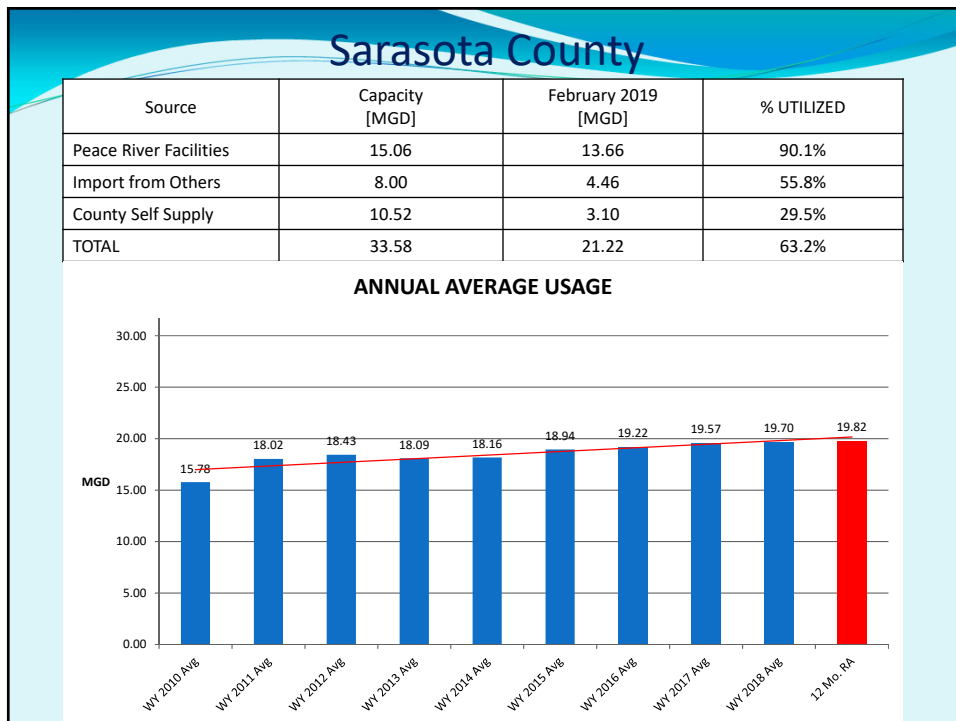
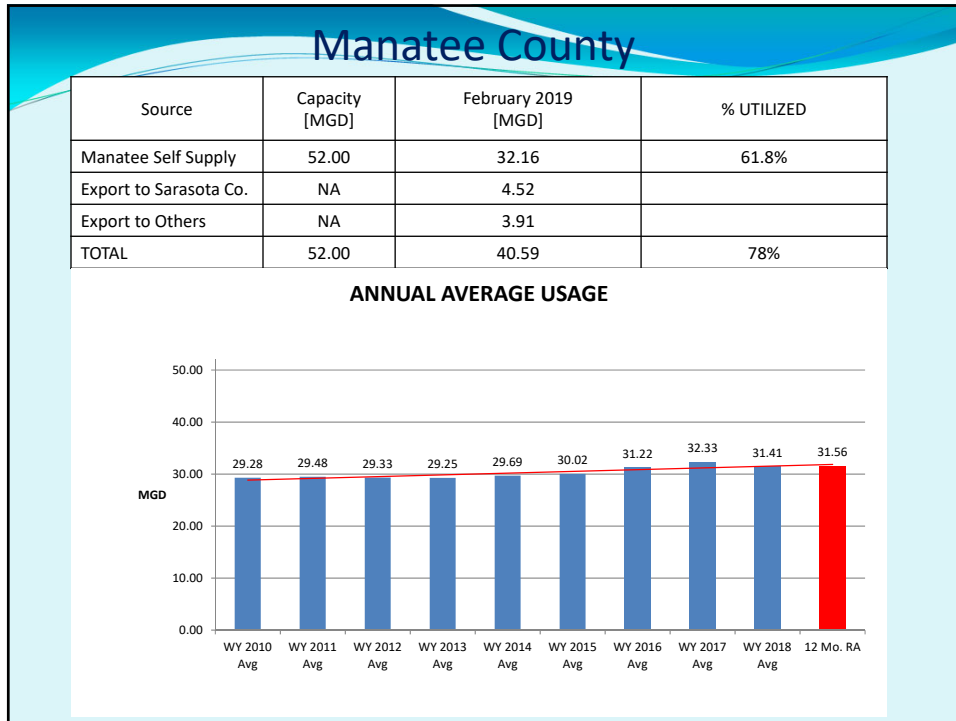


Desoto County

Source	Capacity [MGD]	February 2019 [MGD]	% UTILIZED
Peace River Facilities	0.675	0.61	91%
Desoto Self Supply	0.75	0.31	41.3%
TOTAL	1.425	0.92	64.3%

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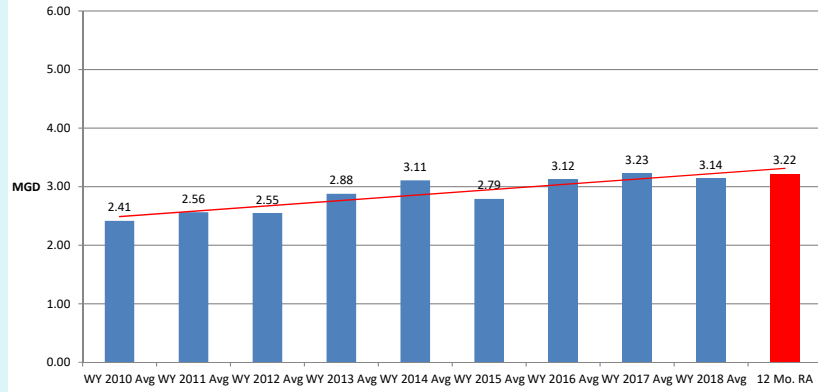




North Port

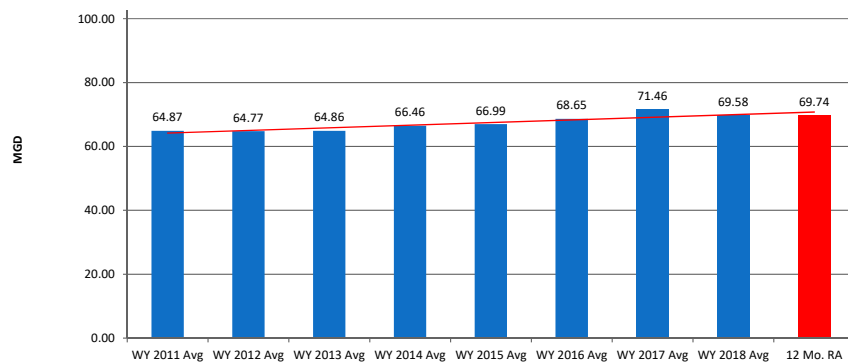
Source	Capacity [MGD]	February 2019 (MGD)	% UTILIZED
Peace River Facilities	2.865	0.76	26.5%
North Port Self Supply	3.30	2.73	83%
Water Exchanged	N/A	0.06	
TOTAL	6.165	3.55	57%

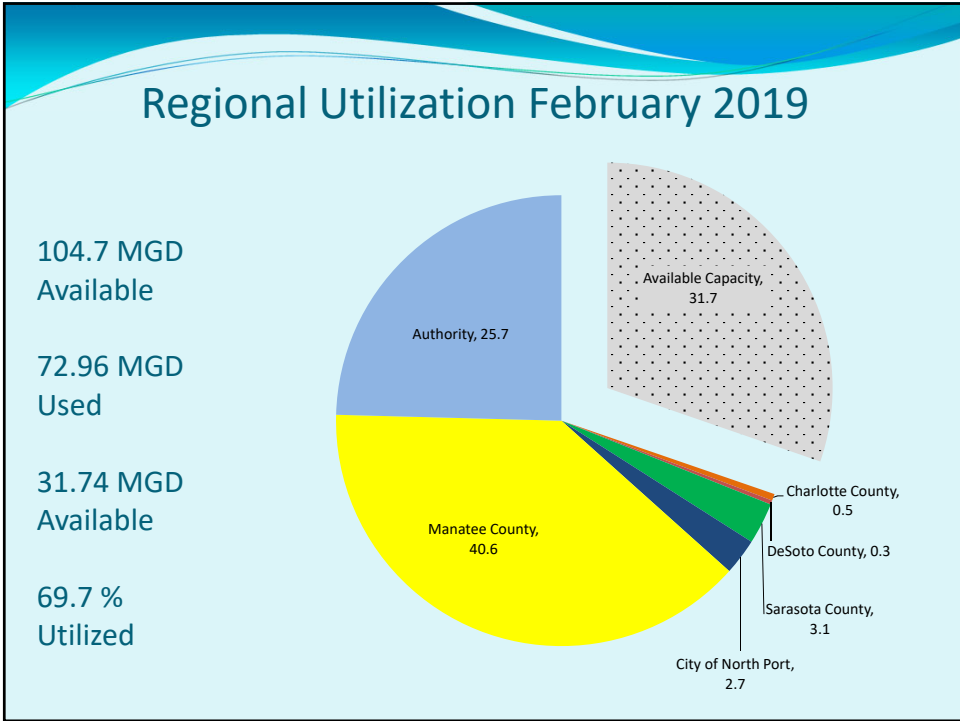
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PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
April 3, 2019

GENERAL COUNSEL'S REPORT

Presenter - Douglas Manson, General Counsel

Recommended Action - **Motion** to approve 'Peace River Interlocal Cooperation Agreement'.

The Authority has entered into the 'Peace River Cooperation Settlement Agreement' with the Polk Regional Water Cooperative (PRWC) and seven other litigants in December and January and the Southwest Florida Water Management District issued the 50-year Water Use Permit to the Authority in February. The Settlement Agreement provides for the establishment of a Coordinating Committee consisting of the Authority, PRWC and other parties which desire to participate (Section VIII of the Settlement Agreement) to share/gather information on matters of common interest in the Peace River Watershed.

The PRWC approved the 'Peace River Interlocal Cooperation Agreement' at its meeting on March 20, 2019 that establishes guidelines for the Coordinating Committee in accordance with the Settlement Agreement. Staff recommends the Authority Board approve the 'Peace River Interlocal Cooperation Agreement'.

Attachments:

Tab A Peace River Interlocal Cooperation Agreement
Tab B Peace River Cooperation Settlement Agreement

TAB A
Peace River Interlocal Cooperation Agreement

Lakeland Proposal for March 20, 2019, Cooperative Board Meeting to delete references to the Coordinating Committee from the 2-party Interlocal Agreement

PEACE RIVER INTERLOCAL COOPERATION AGREEMENT

THIS PEACE RIVER INTERLOCAL COOPERATION AGREEMENT (the “Agreement”) is entered into between the Peace River/Manasota Regional Water Supply Authority (the “Authority”) and the Polk Regional Water Cooperative (the “Cooperative”) (collectively, the “Parties”) with the Effective Date of the Agreement, as described herein.

WHEREAS, the Parties find it is in the public interest and welfare to enter into this Agreement for the purpose of protecting and optimizing the water resources of the Peace River and its tributaries and to provide for the cooperative use of those resources by the Parties; and

WHEREAS, Peace River is one of the largest watercourses in the State of Florida about 105 miles in length with a watershed covering approximately 2,350 square miles; and

WHEREAS, the head waters of the Peace River originate in Polk County and flows south through Hardee, DeSoto and Charlotte County with over sixteen tributary creeks contributing water flow throughout its course before ultimately discharging to the Charlotte Harbor Estuary; and

WHEREAS, the Peace River has been used as a drinking water supply by the residents of Charlotte, DeSoto and Sarasota counties for over Thirty-Five (35) years and continues to be used by the Authority as an alternative water supply source to meet the potable water needs of the Authority’s member governments and customers; and

WHEREAS, the Peace River has been identified in various plans as an alternative water supply source to meet the potable water needs of the Cooperative’s member governments; and

WHEREAS, the Southwest Florida Water Management District (“District”) has established minimum flows pursuant to Sections 373.042 and 373.0421, Florida Statutes in Florida Administrative Code Rules 40D-8.041(5), (7) and (8); and

WHEREAS, the Parties desire to enter into this Agreement to further coordination between the Authority and the Cooperative regarding their respective projects on the Peace River or its tributaries; and

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree, as follows:

I. Effective Date. This Agreement shall become effective on the date it is duly executed by all the Parties. The last date of execution by all the Parties shall be known as the “Effective Date” of this Agreement.

II. Duration. This Agreement shall have a term of Fifty-One (51) years from the Effective Date unless terminated in writing by mutual consent of all Parties.

III. Purpose and Scope of Agreement. The Authority and the Cooperative recognize the unique and valuable water resource the Peace River and its tributaries provide to the region. This Agreement is intended to further the protection of both the water quality and quantity of the Peace River and its tributaries. The Peace River currently serves as a source for drinking water for a large number of the residents within the Authority’s territorial boundaries, and the number of people and geographic area relying on the high quality and abundant water resource provided by the Peace River will continue to grow in the future. Both the Authority and the Cooperative agree that the Peace River is a vital resource within their respective territorial boundaries and through this Agreement will seek to work together to protect the Peace River and its tributaries so they can provide a clean and abundant water supply for the future.

~~**IV. Coordinating Committee.** Within 6 months of the Effective Date, the Parties shall form an executive committee to manage and operate and form the Coordinating Committee. The Coordinating Committee shall share/gather information on matters of common interest in the Peace River Watershed, including, but not limited to, minimum flows and levels, water quality, water supply projects, water supply planning, environmental protection, and, hydrobiological monitoring. The composition and organization of the Coordinating Committee will be by mutual agreement. It is the intention of the Parties that the Coordinating Committee serve to identify issues of common interest so as to increase coordination regarding the use of the Peace River by the Authority and the Cooperative. Upon mutual agreement of all of the Parties, the Parties may allow other entities to participate in the activities of the Coordinating Committee. The Coordinating Committee shall meet at a frequency mutually determined by the Parties.~~

IV. Joint Meeting. The Parties shall schedule a joint meeting of their respective boards on an as-needed basis for the purpose of discussing and, if appropriate, tak-

ing action on issues and matters of common interest to the parties in the Peace River Watershed. The issues to be addressed at the joint meeting will be jointly developed by the staff of the Authority and the Cooperative.

V. **Development of Operating Protocol.** Within 2 years after the Effective Date, the Authority and the Cooperative shall develop a protocol to ensure that their maximum daily withdrawals from Peace Creek and the Peace River do not exceed the then-effective Lower Peace River Minimum Flow and Level Maximum Day Withdrawal.

VI. **Modeling and Analysis of the Peace River Flow.** The Authority and the Cooperative will share information and data on the recorded flows, operation models and predictive models to further their understanding of the Peace River flow system and will work together to educate the public and government officials and regulators regarding the balance of protection of water quality and the optimization of water supply for the region's residents.

VII. **Southwest Florida Water Management District Minimum Flows and Levels.** The Authority and the Cooperative will work together with the District to provide the best available scientific data and information upon which to base the determination of minimum Flows and levels to best optimize the Peace River use for an alternative water supply for potable water for the region and protection of the environment reliant on its water flows.

VIII. **Continuing Development of Interlocal Strategies.** This Agreement is a base document from which a greater understanding and cooperation is to grow between the Cooperative and the Authority. It is anticipated that further areas of cooperation will be developed going forward and that amendments will be added to incorporate these advancements in the future.

IX. **Miscellaneous Provisions.**

- a. **Notice.** All notices, amendments, requests, consents and other communications required or permitted under this Agreement shall be in writing (including telex, facsimile or telecommunication) and shall be (as elected by the Party giving such notice) hand delivered by prepaid express overnight courier or messenger service, telecommunicated or mailed (air-mail if international) by registered or certified mail (postage prepaid), return receipt requested, to the following addresses or to

such other address(es) as a Party may designate by prior written notice in accordance with this provision to the other Party:

As to the Authority: Peace River/Manasota Regional Water
Supply Authority
9415 Town Center Parkway
Lakewood Ranch, FL 34202
Attn: Patrick J. Lehman, P.E.
Executive Director
Phone: (941) 316-1776
Fax: (941) 316-1772

With a copy to:
(Which Shall Not
Constitute Notice) Manson Bolves Donaldson Varn, P.A.
109 N. Brush Street
Suite 300
Tampa, FL 33602
Attn: Douglas P. Manson, Esq.
Phone: (813) 514-4700
Fax: (813) 514-4701

As to the Cooperative Polk Regional Water Cooperative
330 W. Church Street
Bartow, FL 33831-9005
Attn: Ryan J. Taylor
Executive Director
Phone: (863) 534-6475
Fax: (863) 534-7069

With a copy to:
(Which Shall Not
Constitute Notice) de la Parte & Gilbert, P.A.
101 E. Kennedy Boulevard
Suite 2000
Tampa, FL 33601
Attn: Edward P. de la Parte, Jr. Esq.
Phone: (813) 229-2775
Fax: (813) 229-2712

- b. Authority to Enter Agreement. The Parties each have the power, authority and legal right to enter into and perform the obligations set

forth in this Agreement, and the execution and delivery and performance hereof by the Parties has been duly authorized by the governing authority of each of the Parties.

- c. Entire Agreement. This Agreement represents the entire understanding and agreement between the Parties with respect to the subject matter hereof. This Agreement also supersedes and replaces all prior representations, statements and understandings between the Parties with respect to the matters and things addressed herein, either written and oral, including, but not limited to the “Points of Agreement.”
- d. Binding Effect. All of the terms and provisions of this Agreement, whether so expressed or not, shall be binding upon, inure to the benefit of, and be enforceable by the Parties and their respective legal representatives, successors and permitted assigns.
- e. Default and Remedy.
 - i. Default. Failure on the part of any Party to observe, comply with, perform or maintain in any material way any term, covenant, condition, duty, obligation, representation or express warranty contained in this Agreement shall constitute a Default under this Agreement.
 - ii. Notice of Default and Opportunity to Cure. Upon occurrence of an alleged Default by any Party, the other Party shall deliver written notice to the Party allegedly in Default that identifies the specific nature of the alleged Default. The Party receiving such notice shall have thirty (30) days within which to cure the alleged Default. Provided, that if the alleged Default is of such nature that it cannot be reasonably cured within thirty (30) days, the Party allegedly in Default shall have such additional time as may be reasonably necessary to cure the alleged Default, so long as within said period, the alleged defaulting Party commences the cure and diligently prosecutes such cure until completion.
 - iii. Remedy for Default. For any alleged Default not cured as provided in Article X.e.ii of this Agreement, the non-Defaulting

Party may seek any remedy it may have available in law or in equity against the alleged Defaulting Party.

- iv. Mediation. Prior to seeking any legal remedy for a Default as provided in Article X.e.iii of this Agreement, a Party shall be required to mediate the dispute with the Party in Default. A Party submitting a dispute to mediation shall do so by delivering to the other Party a notice requesting mediation of the dispute and providing a list of three mediators acceptable to the requesting Party. Within 10 business days after receipt of the notice from the requesting Party, the other Party shall in writing provide notice of either the selection of one of the mediators proposed by the requesting Party or offer a list of three additional mediators for consideration. Within 10 business days of the requesting Party's receipt of the notice of selection or list of alternative mediators, the Parties shall meet for the purpose of selecting one of the mediators proposed by the Parties. The mediators proposed by the Parties shall be Florida Supreme Court certified mediators, and, to the extent practicable, mediators shall have special competence and experience with respect to the subject matter under consideration. Within 20 days after a mediator is agreed upon, a reasonable time and date for the mediation shall be scheduled between the Parties and documented in writing. The mediation shall be conducted expeditiously and the location of the mediation shall be at a location mutually selected by the Parties, or at a location in Hillsborough County of the mediator's choosing if the Parties cannot agree on a location. The Parties shall share equally in the fees and expenses of the mediator. Each Party shall pay their respective attorney's fees, expert fees and other expenses related to the mediation. Any settlement achieved through mediation shall be made in writing approved by the Parties. If a settlement is not reached within 120 days after the initiation of mediation or, if the mediator declares an impasse, then the non-Defaulting Party may seek any and all legal or equitable remedies for the alleged Default. The mediation process set forth herein is intended to be a waiver of or a substitute or replacement for the conflict resolution process set forth in Chapter 164, Florida Statutes.

- f. Time Extensions. The Parties by joint written consent may extend or change any of the deadlines specified in this Agreement.
- g. Amendment or Modification. This Agreement may only be amended or modified, in whole or in part, at any time, through a written instrument that sets forth such changes and which is signed by all the Parties.
- h. Waiver. Any failure by a Party to exercise any right, power or privilege under this Agreement shall not constitute a waiver of that right, power, or privilege under this Agreement.
- i. Assignability. This Agreement may not be assigned without the prior written consent of all the Parties to this Agreement.
- j. Third Parties. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement, on any person other than the Parties their legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation of any third person to any Party nor shall any provision of this Agreement be interpreted to give any third person any right of subrogation or action over or against the Parties.
- k. Recording. The Parties intend this Agreement to be an interlocal agreement pursuant to Section 163.01, Florida Statutes and it shall be recorded by the Cooperative with the Clerk of the Circuit Court in and for Polk, Manatee, Sarasota, DeSoto and Charlotte Counties, Florida.
- l. Severability. If any part of this Agreement is contrary to, prohibited by or deemed invalid under applicable law or regulation, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder hereof shall not be invalidated thereby and shall be given full force and effect so far as possible.
- m. Governing Law and Venue. This Agreement and all transactions contemplated by this Agreement shall be governed by, and construed and enforced in accordance with the laws of the State of Florida without regard to any contrary conflicts of law principle. Venue of all proceedings in connection herewith shall be exclusively in Hillsborough

County, Florida and each Party hereby waives whatever their respective rights may have been in the selection of venue.

- n. Headings. The headings contained in this Agreement are for convenience of reference only, and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.
- o. Attorney's Fees. The Parties agree that each Party shall bear its own attorney's fees and costs incurred in connection with this Settlement Agreement.
- p. Waiver of Jury Trial. The Parties expressly and specifically hereby waive the right to a jury trial as to any issue in any way connected to this Agreement.
- q. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- r. No Construction Against Drafting Party. The Parties to this Agreement expressly recognize that this Agreement results from a negotiation process in which each Party was given the opportunity to consult with counsel and contribute to the drafting of this Agreement. Given this fact, no legal or other presumptions against the Party drafting any portion of this Agreement concerning its construction, interpretation, or otherwise shall accrue to the benefit of any Party to this Agreement and each Party expressly waives the right to assert such presumption in any proceeding or disputes connected with, arising out of, or involving this Agreement.
- s. Miscellaneous Provisions.
 - i. No Party shall be deemed to be an agent of any other Party nor shall represent that it has the authority to bind any other Party.
 - ii. In computing any time period under this Agreement, any reference to days shall mean calendar days, unless business days are specifically referenced. In computing any period of time under this Agreement, exclude the day of the event that triggers the computation of the period of time. If the last day of a period of

time is a Saturday, Sunday or legal holiday, the period of time shall run until the end of the next calendar day which is not a Saturday, Sunday or legal holiday.

- iii. Nothing in this Agreement shall be deemed a waiver of any Party's police powers.

[Signatures being on the following page]

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

By: _____
Alan Maio, Chair

Date: _____

Approved as to Form and Correctness:

Douglas Manson
General Counsel

ATTEST:

[Seal]

Agency Clerk

**POLK REGIONAL
WATER COOPERATIVE**

By: _____
Tim Pospichal, Chair

Date: _____

Approved as to Form and Correctness:

Edward P. de la Parte, Jr.
Legal Counsel

ATTEST:

[Seal]

Eugene Fultz, Secretary/Treasurer

TAB B
Peace River Cooperation Settlement Agreement

Final 12/19/2018

PEACE RIVER COOPERATION SETTLEMENT AGREEMENT

THIS PEACE RIVER COOPERATION SETTLEMENT AGREEMENT (the "Agreement") is entered into between the Peace River/Manasota Regional Water Supply Authority (the "Authority"), the Polk Regional Water Cooperative (the "Cooperative"), Polk County, the City of Bartow, the City of Fort Meade, the City of Lakeland, the City of Wauchula and the City of Winter Haven (collectively, the "Parties" and may also be referred to as the "Petitioners" or "Litigants," as defined herein) with the Effective Date of the Agreement, as described herein.

WHEREAS, Peace River is one of the largest watercourses in the State of Florida, about 105 miles in length with a watershed covering approximately 2,350 square miles; and

WHEREAS, the Southwest Florida Water Management District ("District") has established minimum flows pursuant to Sections 373.042 and 373.0421, Florida Statutes in Florida Administrative Code Rules 40D-8.041(5), (7) and (8); and

WHEREAS, one of the minimum flows established by the District for the Lower Peace River in Florida Administrative Code Rule 40D-8.041(8)(b) limits the total permitted maximum withdrawals from the Lower Peace River on any given day to 400 cubic feet per second ("cfs") or 258 million gallons a day ("mgd") ("MFL Maximum Daily Withdrawal"); and

WHEREAS, the Authority currently withdraws water from the Lower Peace River pursuant to Water Use Permit No. 20010420.009 (the "Existing Permit"), which was issued by the District on August 25, 2015, and which authorizes the Authority to produce water for its customers at an annual average use of 34.855 mgd and a peak month use of 41.852 mgd, and to withdraw water from the Lower Peace River at a maximum day withdrawal of 120 mgd through October 1, 2037; and

WHEREAS, Polk County is a political sub-division of the state of Florida and the Cities of Bartow, Fort Meade, Lakeland, Wauchula and Winter Haven are municipal corporations of the state of Florida; and

WHEREAS, on October 2, 2017, the Authority applied to the District for Water Use Permit No. 20010420.010 (the "Proposed Permit"), which requested renewal and modification of its Existing Permit to increase the maximum day withdrawal from the Lower Peace River from 120 mgd to 258 mgd ("Maximum Daily Quantity") and extend its permit duration from 37 years to 50 years; and

WHEREAS, on April 24, 2018, the District issued a Notice of Agency Action to approve the Proposed Permit with an annual average use of 80 mgd and a maximum day withdrawal from the Lower Peace River of 258 mgd with an expiration date of May 22, 2068; and

WHEREAS, on May 10, 2018, the Cooperative submitted Water Use Permit Application No. 20020758.000, requesting to withdraw 18 mgd of surface water from the Upper Peace River for public supply use ("Peace River and Land Use Transition Project"); and

WHEREAS, on June 15, 2018, the Cooperative submitted Water Use Permit Application No. 20020762.000, requesting to withdraw and/or divert 12 mgd of surface water from Peace Creek for public supply use and environmental augmentation ("Peace Creek Integrated Water Supply Project"); and

WHEREAS, the Cooperative, Polk County, the City of Bartow, the City of Fort Meade, the City of Lakeland, the City of Wauchula and the City of Winter Haven (the "Petitioners") timely filed petitions for hearing with the District challenging the Proposed Permit, which were referred by the District to the Florida Division of Administrative Hearings ("DOAH"), where they were assigned Case Nos. 18-3276, 18-3278, 18-3280, 18-3282, 18-3283, 18-3288 and 18-3289 and consolidated for final hearing (the "Litigation"); and

WHEREAS, the Litigation was scheduled for a final hearing starting on January 28, 2019, but the hearing was canceled and the Litigation placed in abeyance for 45 days in order to allow the Petitioners, the Authority and the District (the "Litigants") to settle this matter; and

WHEREAS, the Litigants desire to completely settle, release and discharge all claims among themselves regarding the Litigation; and

WHEREAS, the Authority desires to modify the Proposed Permit, as more specifically set forth in this Agreement, to enable the Cooperative to develop projects to withdraw water from the Peace Creek for natural system restoration and potable use, and from the Upper Peace River for storage in reservoirs or other approved consumptive uses ultimately for potable use; and

WHEREAS, the Authority supports the efforts of the Cooperative to develop projects to withdraw or store water from the Upper Peace River and Peace Creek, as more specifically set forth in this Agreement; and

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree, as follows:

I. EFFECTIVE DATE. This Agreement shall become effective on the date it is duly executed by all the Parties. The last date of execution by all the Parties shall be known as the "Effective Date" of this Agreement.

II. CONTINGENT. This Agreement is contingent upon the District issuing the Authority a permit in substantially the same form and exactly the same language for Special Condition 17 as contained within the attached Exhibit 1 ("Final Permit"). The Final Permit differs from the Proposed Permit only with regards to the modifications specified in Article V.a.

III. DURATION. This Agreement shall remain in effect for 50 years from the date of the issuance of the Final Permit.

IV. JOINT MOTION AND DISMISSAL OF THE LITIGATION. Within 5 days of the Effective Date, the Litigants shall file a joint motion attaching this Agreement in the Litigation requesting the Administrative Law Judge to relinquish jurisdiction to the District. This will allow the District to enter a Final Order issuing the Final Permit and closing the case. Upon the District taking final agency action approving the Final Permit, the Petitioners agree that their petitions for hearing in the Litigation are by this Agreement dismissed with prejudice, with each Litigant to bear its own attorney's fees and costs.

V. PROPOSED AUTHORITY PERMIT.

a. Modification of Proposed Permit. The Parties agree to these modifications of the Proposed Permit (i.e., the Final Permit):

i. The asterisk appearing under the box titled "Total Quantities Authorized Under This Permit (in gallons per day)" shall be replaced with the following: "The actual quantities authorized under this permit are based on flows in the Lower Peace River as described in Special Condition No. 4. The annual average quantity shown above reflects the amount of potable water projected to be produced by the Peace River Water Treatment Plant for delivery to the Authority's Customers. The maximum day quantity shown above is subject to Special Condition No. 17."

ii. The first sentence in Special Condition 4 shall be replaced with the following: "The quantities withdrawn from the Lower Peace River are limited by the adopted Minimum Flow for the Lower Peace River, the diversion schedule described below, Maximum Daily Quantity of 258 MGD; and as set forth in Special Condition No. 17."

iii. A new Special Condition 17 shall be added stating the following: "The Maximum Daily Quantity shall be reduced by up to 48 MGD to be credited against impact, if any, from the proposed permitted withdrawal by the Polk Regional Water Cooperative ("Cooperative") from Peace Creek for natural system restoration and potable supply or from the Upper Peace River in Polk County for storage in reservoirs or other approved consumptive uses ultimately for potable use. The District shall determine the reduction to the Maximum Daily Quantity up to 48 MGD necessary to offset impacts, if any, from the Cooperative's proposed permitted withdrawals and notify the Authority. Within 30 days of the District's notification, the Authority shall submit a letter modification to the District to reduce the Maximum Daily Quantity by specified amount up to 48 mgd. The letter modification shall specify that the reduction shall take effect immediately upon notification by the Cooperative to the District and the Permittee of the actual withdrawal of water by the Cooperative from Peace Creek or the Upper Peace River. If the Cooperative does not receive a notice of intent to issue a water use permit to withdraw water from Peace Creek or the Upper Peace River within 10 years of the issuance date of this Permit, then no reduction pursuant to this condition will occur.

b. Authority's Obligation to Modify Final Permit. Should the District determine that the Maximum Daily Quantity in the Final Permit must be reduced by up to 48 mgd to offset impacts from the Cooperative's proposed permitted withdrawals from Peace Creek for natural system restoration and potable supply or from the Upper Peace River in Polk County for storage in reservoirs or other approved consumptive uses ultimately for potable use, the Authority shall within 30 days of the District's notification submit a letter modification to reduce the Maximum Daily Quantity by the specified amount up to 48 mgd. The

Authority's letter modification application shall specify that the reduction in the Maximum Daily Quantity shall take effect immediately upon notification by the Cooperative to the District and the Authority of the actual withdrawal by the Cooperative from Peace Creek or the Upper Peace River. If the Cooperative does not receive a notice of intent to issue a water use permit to withdraw water from Peace Creek or the Upper Peace River within 10 years of the issuance date of the Final Permit, then the Authority shall no longer be required to apply to the District for a letter modification to reduce the Maximum Daily Quantity.

- c. Future Modification to Maximum Daily Quantity. Except as specified in Article VII, the Authority shall not apply for any change to the Final Permit that modifies the revised permit conditions to increase the Maximum Daily Quantity or lower the Maximum Daily Quantity reduction amount of up to 48 MGD as set forth in Special Condition 17 for the first 10 years of the Final Permit.
- d. Future Modifications to Diversion Schedule. The Authority shall advise the Cooperative prior to applying to the District for future amendments, modifications or renewals of the Final Permit that relate to the subject matter of this Agreement in order to avoid any potential unforeseen conflict between the Authority's and the Cooperative's proposed use of Peace Creek or the Upper Peace River. In addition to providing the Authority with copies of any submittal in support of the pending Water Use Permit Application Nos. 20020758.000 and 20020762.000, the Cooperative shall advise the Authority prior to applying to the District for withdrawals of water from Peace Creek or the Upper Peace River, or modification to the original permitted withdrawals by the Cooperative from Peace Creek or the Upper Peace River authorized by the District.

VI. COOPERATIVE PEACE RIVER AND PEACE CREEK WITHDRAWALS. For up to 10 years from the issuance date of the Final Permit,

the Authority will write a letter of support to the District and shall not challenge the issuance of water use permit(s) by the District to the Cooperative to withdraw water from Peace Creek for natural system restoration and potable use or the Upper Peace River in Polk County for storage in reservoirs or other approved consumptive uses ultimately for potable use with a duration of up to 50 years.

VII. JOINT PETITION FOR RULEMAKING.

- a. Increase of MFL Maximum Day Withdrawal. Within 1 year of the Effective Date, the Authority and the Cooperative, and any of the other Parties which desire to participate, will jointly petition the District to modify Florida Administrative Code Rule 40D-8.041(8) to increase the MFL Maximum Day Withdrawal to a flow/quantity or create another Block with a higher MFL Maximum Day Withdrawal based upon the best available information and that is mutually agreeable to the Authority and the Cooperative. The Authority and the Cooperative, and the other Parties which desire to participate, will work together to convince the District to initiate rulemaking to increase the MFL Maximum Day Withdrawal to the requested flow/quantity.

- b. Allocation of MFL Maximum Day Withdrawal. In the event the petition to modify Florida Administrative Code Rule 40D-8.041(8) to increase the current MFL Maximum Day Withdrawal is granted, the Authority and the Cooperative will jointly decide what portion of the increased flow above 400 cfs or increased maximum day quantity above 258 mgd may be used by each Party in its respective water use permit modification application and the circumstances under which each Party may use the increased quantity. In the event the Authority and Cooperative cannot reach agreement on how to allocate the increased flow above 400 cfs or the increased maximum day quantity above 258 mgd, then the increased flow/quantity to be used in each Party's respective water use permit modification application will be allocated to the Authority based on a ratio of 210 mgd to 258 mgd and

will be allocated to the Cooperative based on a ratio of 48 mgd to 258 mgd. If the Cooperative does not receive a notice of intent to issue a water use permit to withdraw water from Peace Creek or the Upper Peace River within 10 years of the issuance date of the Final Permit, then Authority shall no longer be bound by this provision.

- c. Modification of Authority Permit. Notwithstanding the Maximum Day Quantity imposed on the Authority pursuant to the Final Permit at Special Condition 17, in the event the MFL Maximum Day Withdrawal is increased above 400 cfs (258 MGD), the Authority may apply to modify or amend its then existing water use permit to increase its Maximum Day Quantity after notice to the Cooperative.

- d. Modification of Cooperative Permit(s). In the event an increase of the MFL Maximum Day Withdrawal above 400 cfs (258 MGD) allows for an increase in the permitted withdrawals from Peace Creek and/or the Upper Peace River contained in the initial water use permit(s) issued by the District, then the Cooperative may apply to modify those permits to reflect the higher Maximum Day Quantities in its permit, after notice to the Authority.

VIII. COORDINATING COMMITTEE. Within 6 months of the Effective Date, the Authority, Cooperative and any of the other Parties which desire to participate, shall form a Coordinating Committee to share/gather information on matters of common interest in the Peace River Watershed, including, but not limited to, minimum flows and levels, water quality, water supply projects, water supply planning, environmental protection, and hydrobiological monitoring. The composition and organization of the Coordinating Committee will be by mutual agreement. It is the intention of the Parties that the Coordinating Committee serve to identify issues of common interest so as to increase coordination regarding the shared use of the Peace River by the Authority and the Cooperative.

IX. TERMINATION. This Agreement may only be terminated by written consent of all the Parties.

X. MISCELLANEOUS PROVISIONS.

- a. **Notice.** All notices, amendments, requests, consents and other communications required or permitted under this Agreement shall be in writing (including telex, facsimile or telecommunication) and shall be (as elected by the Party giving such notice) hand delivered by prepaid express overnight courier or messenger service, telecommunicated or mailed (air-mail if international) by registered or certified mail (postage prepaid), return receipt requested, to the following addresses or to such other address(es) as a Party may designate by prior written notice in accordance with this provision to the other Party:

As to the Authority: Peace River/Manasota Regional Water
Supply Authority
9415 Town Center Parkway
Lakewood Ranch, FL 34202
Attn: Patrick J. Lehman, P.E.
Executive Director
Phone: (941) 316-1776
Fax: (941) 316-1772

With a copy to: Manson Bolves Donaldson Varn, P.A.
(Which Shall Not 109 N. Brush Street
Constitute Notice) Suite 300
Tampa, FL 33602
Attn: Douglas P. Manson, Esq.
Phone: (813) 514-4700
Fax: (813) 514-4701

As to the Cooperative Polk Regional Water Cooperative
330 W. Church Street
Bartow, FL 33831-9005

Attn: Ryan J. Taylor
Executive Director
Phone: (863) 534-6475
Fax: (863) 534-7069

With a copy to:
(Which Shall Not
Constitute Notice)

de la Parte & Gilbert, P.A.
101 E. Kennedy Boulevard
Suite 2000
Tampa, FL 33601
Attn: Edward P. de la Parte, Jr. Esq.
Phone: (813) 229-2775
Fax: (813) 229-2712

As to Polk County

Polk County
330 W. Church Street
Bartow, FL 33831-9005
Attn: Jim Freeman
County Manager
Phone: (863) 534-6018
Fax: (863) 534-7069

With a copy to:
(Which Shall Not
Constitute Notice)

Polk County
330 W. Church Street
Bartow, FL 33831-9005
Attn: Michael Craig, Esq.
County Attorney
Phone: (863) 534-6482
Fax: (863) 534-7654

As to Bartow

City of Bartow
Bartow City Hall
450 N. Wilson Avenue
Bartow, FL 33830
Attn: George Long

City Manager
Phone: (863) 534-0100
Fax: (863) 534-0409

With a copy to:
(Which Shall Not
Constitute Notice)

Boswell & Dunlap, LLP
245 South Central Avenue
Bartow, FL 33830
Attn: Sean R. Parker, Esq.
City Attorney
Phone: (863) 533-7117
Fax: (863) 533-7412

As to Fort Meade

City of Fort Meade
8 West Broadway Street
Fort Meade, FL 33841
Attn: Fred Hilliard
City Manager
Phone: (863) 285-1100
Fax: (863) 285-1124

With a copy to:
(Which Shall Not
Constitute Notice)

Gray Robinson, P.A.
301 East Pine Street
Suite 1400
Orlando, FL 32801
Attn: Thomas A. Cloud, Esq.
City Attorney
Phone: (407) 843-8880
Fax: (407) 244-5690

As to Lakeland

City of Lakeland
228 S. Massachusetts Avenue
Lakeland, FL 33801
Attn: Tony Delgado
City Manager

Phone: (863) 834-6006

Fax: (863) 834-8402

**With a copy to:
(Which Shall Not
Constitute Notice)**

**City of Lakeland
228 S. Massachusetts Avenue
Lakeland, FL 33801**

**Attn: Timothy McCausland, Esq.
City Attorney**

Phone: (863) 834-6010

Fax: (863) 834-8204

As to Wauchula

**City of Wauchula
126 South 7th Avenue
Wauchula, FL 33873**

**Attn: Terry Atchley
City Manager**

Phone: (863) 773-3131

Fax: (863) 773-0773

**With a copy to:
(Which Shall Not
Constitute Notice)**

**Gray Robinson, P.A.
301 East Pine Street
Suite 1400**

Orlando, FL 32801

**Attn: Thomas A. Cloud, Esq.
City Attorney**

Phone: (407) 843-8880

Fax: (407) 244-5690

As to Winter Haven

**City of Winter Haven
City Hall
451 Third Street NW
Winter Haven, FL 33881**

**Attn: Michael Herr
City Manager**

Phone: (863) 291-5600
Fax: (863) 291-5623

With a copy to:
(Which Shall Not
Constitute Notice)

Boswell & Dunlap, LLP
245 South Central Avenue
Bartow, FL 33830
Attn: Frederick J. Murphy, Jr., Esq.
City Attorney
Phone: (863) 533-7117
Fax: (863) 533-7412

- b. Authority to Enter Agreement. The Parties each have the power, authority and legal right to enter into and perform the obligations set forth in this Agreement, and the execution and delivery and performance hereof by the Parties has been duly authorized by the governing authority of each of the Parties.
- c. Entire Agreement. This Agreement represents the entire understanding and agreement between the Parties with respect to the subject matter hereof. This Agreement also supersedes and replaces all prior representations, statements and understandings between the Parties with respect to the matters and things addressed herein, either written or oral, including, but not limited to the "Points of Agreement."
- d. Binding Effect. All of the terms and provisions of this Agreement, whether so expressed or not, shall be binding upon, inure to the benefit of, and be enforceable by the Parties and their respective legal representatives, successors and permitted assigns.
- e. Default and Remedy.
 - i. Default. Failure on the part of any Party to observe, comply with, perform or maintain in any material way any term,

covenant, condition, duty, obligation, representation or express warranty contained in this Agreement shall constitute a Default under this Agreement.

- ii. Notice of Default and Opportunity to Cure. Upon occurrence of an alleged Default by any Party, the other Party shall deliver written notice to the Party allegedly in Default that identifies the specific nature of the alleged Default. The Party receiving such notice shall have thirty (30) days within which to cure the alleged Default. Provided that, if the alleged Default is of such nature that it cannot be reasonably cured within thirty (30) days, the Party allegedly in Default shall have such additional time as may be reasonably necessary to cure the alleged Default, so long as within said period, the alleged defaulting Party commences the cure and diligently prosecutes such cure until completion.
- iii. Remedy for Default. For any alleged Default not cured as provided in Article X.e.ii of this Agreement, the non-Defaulting Party may seek any remedy it may have available in law or in equity against the alleged Defaulting Party.
- iv. Mediation. Prior to seeking any legal remedy for a Default as provided in Article X.e.iii of this Agreement, a Party shall be required to mediate the dispute with the Party in Default. A Party submitting a dispute to mediation shall do so by delivering to the other Party a notice requesting mediation of the dispute and providing a list of three mediators acceptable to the requesting Party. Within 10 business days after receipt of the notice from the requesting Party, the other Party shall in writing provide notice of either the selection of one of the mediators proposed by the requesting Party or offer a list of three additional mediators for consideration. Within 10 business days of the requesting Party's receipt of the notice of selection

or list of alternative mediators, the Parties shall meet for the purpose of selecting one of the mediators proposed by the Parties. The mediators proposed by the Parties shall be Florida Supreme Court certified mediators, and, to the extent practicable, mediators shall have special competence and experience with respect to the subject matter under consideration. Within 20 days after a mediator is agreed upon, a reasonable time and date for the mediation shall be scheduled between the Parties and documented in writing. The mediation shall be conducted expeditiously and the location of the mediation shall be at a location mutually selected by the Parties, or at a location in Hillsborough County of the mediator's choosing if the Parties cannot agree on a location. The Parties shall share equally in the fees and expenses of the mediator. Each Party shall pay their respective attorney's fees, expert fees and other expenses related to the mediation. Any settlement achieved through mediation shall be made in writing approved by the Parties. If a settlement is not reached within 120 days after the initiation of mediation or, if the mediator declares an impasse, then the non-Defaulting Party may seek any and all legal or equitable remedies for the alleged Default. The mediation process set forth herein is intended to be a waiver of or a substitute or replacement for the conflict resolution process set forth in Chapter 164, Florida Statutes.

- f. Time Extensions. The Parties by joint written consent may extend or change any of the deadlines specified in this Agreement.

- g. Amendment or Modification. This Agreement may only be amended or modified, in whole or in part, at any time, through a written instrument that sets forth such changes and which is signed by all the Parties.

- h. Waiver. Any failure by a Party to exercise any right, power or privilege under this Agreement shall not constitute a waiver of that right, power, or privilege under this Agreement.**
- i. Assignability. This Agreement may not be assigned without the prior written consent of all the Parties to this Agreement.**
- j. Third Parties. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement, on any person other than the Parties, their legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation of any third person to any Party, nor shall any provision of this Agreement be interpreted to give any third person any right of subrogation or action over or against the Parties.**
- k. Recording. The Parties intend this Agreement to be an interlocal agreement pursuant to Section 163.01, Florida Statutes, and it shall be recorded by the Cooperative with the Clerk of the Circuit Court in and for Polk, Manatee, Sarasota, DeSoto and Charlotte Counties, Florida.**
- l. Severability. If any part of this Agreement is contrary to, prohibited by or deemed invalid under applicable law or regulation, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder hereof shall not be invalidated thereby and shall be given full force and effect so far as possible.**
- m. Governing Law and Venue. This Agreement and all transactions contemplated by this Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida without regard to any contrary conflicts of law principle. Venue of all proceedings in connection herewith shall be exclusively in**

Hillsborough County, Florida and each Party hereby waives whatever their respective rights may have been in the selection of venue.

- n. Headings. The headings contained in this Agreement are for convenience of reference only, and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.
- o. Attorney's Fees. The Parties agree that each Party shall bear its own attorney's fees and costs incurred in connection with this Agreement.
- p. Waiver of Jury Trial. The Parties expressly and specifically hereby waive the right to a jury trial as to any issue in any way connected to this Agreement.
- q. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- r. No Construction Against Drafting Party. The Parties to this Agreement expressly recognize that this Agreement results from a negotiation process in which each Party was given the opportunity to consult with counsel and contribute to the drafting of this Agreement. Given this fact, no legal or other presumptions against the Party drafting any portion of this Agreement concerning its construction, interpretation, or otherwise shall accrue to the benefit of any Party to this Agreement and each Party expressly waives the right to assert such presumption in any proceeding or disputes connected with, arising out of, or involving this Agreement.
- s. Miscellaneous Provisions.
 - i. No Party shall be deemed to be an agent of any other Party nor shall represent that it has the authority to bind any other Party.

- ii. In computing any time period under this Agreement, any reference to days shall mean calendar days, unless business days are specifically referenced. In computing any period of time under this Agreement, exclude the day of the event that triggers the computation of the period of time. If the last day of a period of time is a Saturday, Sunday or legal holiday, the period of time shall run until the end of the next calendar day which is not a Saturday, Sunday or legal holiday.
- iii. Nothing in this Agreement shall be deemed a waiver of any Party's police powers.

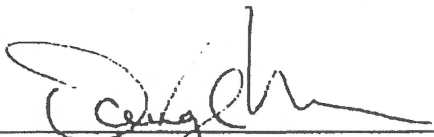
[Signatures begin on the following pages]

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


By: 
Alan Maio, Chair

Date: 12/19/18

Approved as to Form and Correctness:

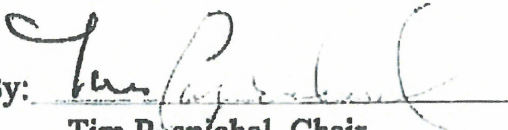

Douglas Manson
General Counsel

ATTEST:


Agency Clerk


[Seal]

**POLK REGIONAL
WATER COOPERATIVE**

By: 
Tim Pospichal, Chair


Date: 12/19/2018

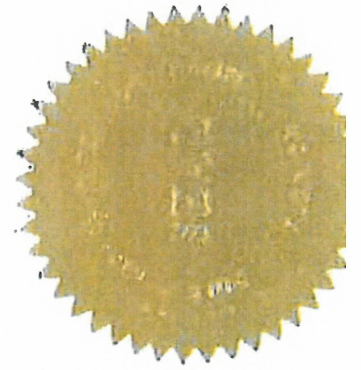
Approved as to Form and Correctness:


Edward P. de la Parte, Jr.
Legal Counsel

ATTEST:

[Seal]


Eugene Fultz, Secretary/Treasurer



**POLK COUNTY, a political
subdivision of the State of Florida**

Stacy M. Butterfield
Clerk to the Board

By: Alison Holland
Deputy Clerk

By: [Signature]
George M. Lindsey, III, Chair
Board of County Commissioners


Date: 11/8/19
H.9

Reviewed as to form and legal sufficiency

[Signature]
County Attorney's Office
Legal Counsel

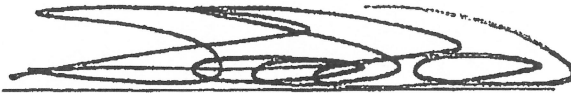


CITY OF BARTOW

By: 
Leo E. Longworth, Mayor

Date: 01-22-2019

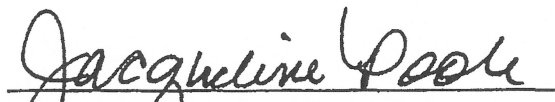
Approved as to Form and Correctness:




Sean Parker
City Attorney



ATTEST:

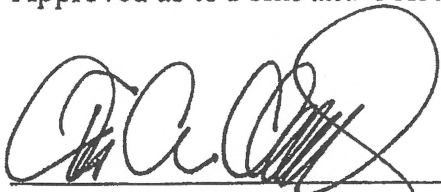

Jacqueline Poole, City Clerk

CITY OF FORT MEADE

By: 
Richard Cochrane, Mayor

Date: 1-8-19

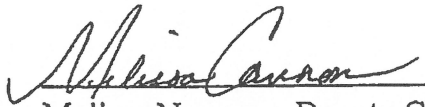
Approved as to Form and Correctness:


Thomas A. Cloud
City Attorney

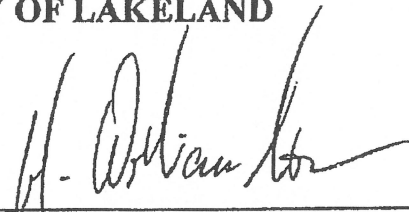
ATTEST:

[Seal]





Melissa Newman, Deputy Clerk
Cannon

CITY OF LAKELAND

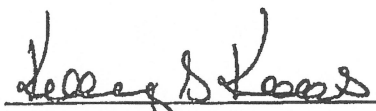
By: 
William "Bill" Mutz, Mayor

Date: 01-09-2019

Approved as to Form and Correctness:


Timothy J. McCausland
City Attorney

ATTEST:


Kelly Koos, City Clerk



CITY OF WAUCHULA

By: Richard Keith Nadaskay, Jr.
Richard Keith Nadaskay, Jr., Mayor

Date: 1-14-2019

Approved as to Form and Correctness:

Thomas A. Cloud

Thomas A. Cloud
City Attorney

ATTEST:

[Seal]

Holly Smith

Holly Smith, City Clerk

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
April 3, 2019

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.

Staff will provide legislative session update. The Authority's request for state appropriation of \$1M for the Partially Treated Water ASR Project is sponsored by Representative Michael Grant as HB 3137.

Attachments:

HB 3137

HB 3137

2019

1 A bill to be entitled
2 An act relating to the Appropriations Project titled
3 Peace River Manasota Partially Treated Water ASR
4 Project; providing an appropriation; providing an
5 effective date.

6
7 Be It Enacted by the Legislature of the State of Florida:

8
9 Section 1. Peace River Manasota Partially Treated Water
10 ASR Project is an Appropriations Project as defined in The Rules
11 of The Florida House of Representatives and is described in
12 Appropriations Project Request 1173, herein incorporated by
13 reference.

14 Section 2. For fiscal year 2019-2020 the nonrecurring sum
15 of \$1,000,000 from the General Revenue Fund is appropriated to
16 the Department of Environmental Protection to fund the Peace
17 River Manasota Partially Treated Water ASR Project as described
18 in Appropriations Project Request 1173.

19 Section 3. This act shall take effect July 1, 2019.

***PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
April 3, 2019***

**ROUTINE STATUS REPORTS
ITEM 1**

Hydrologic Conditions Report

MEMORANDUM

Project: Hydrologic Conditions Report

Date: April 3, 2019

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 March 2019, and the preceding 12-month period.

Rainfall Conditions & Projections

Rainfall in the Peace River Basin for the past 12-months is about 7.8 inches above-normal. This data covers the 12-months through March 19th (see Table 1). Rainfall for March (through 3/19) totaled 1.2-inches while the historical average rainfall for the full month of March is 2.96 inches.

Region-wide rainfall conditions reported by SWFWMD for the 12-month period ending February 2019 are shown in Figure 1 (this is most up-to-date map available). Conditions shown for the Authority's 4-county service area on Figure 1 generally indicate wetter than normal conditions in the region.

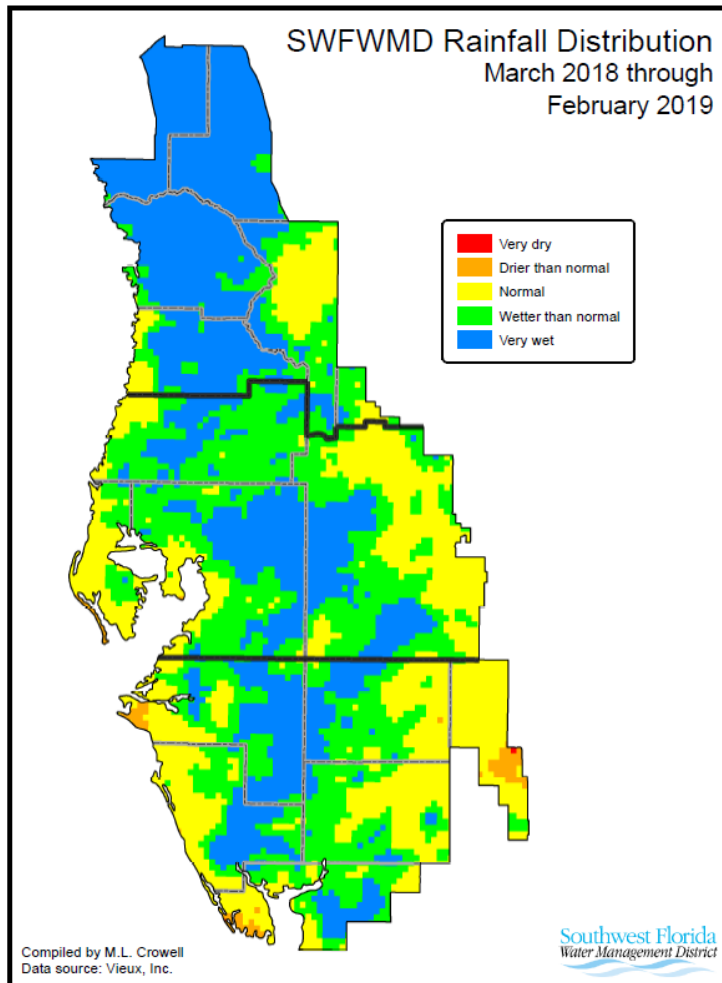
Projections for the next three months (April - June) from NOAA are for above-normal temperatures and above-normal rainfall for southwest Florida. The NOAA extended forecast is for continued weak El Nino conditions persisting through spring and possibly into the summer 2019. El Nino typically brings cooler wetter winters to the Florida peninsula and also tends to suppress hurricane activity if El Nino conditions persist into summer.

Table 1 (Peace River Basin Rainfall - Inches)

Item	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar (1)	Total
Long-Term Avg.	2.56	3.89	8.31	8.01	7.61	7.31	3.19	1.73	1.87	2.14	2.56	2.96	52.1
Actual Past 12 Months	2.70	11.3	9.00	10.8	5.80	4.10	1.10	2.97	5.40	3.40	2.10	1.20	59.9
Difference	0.14	7.41	0.69	2.79	-1.81	-3.21	-2.09	1.24	3.53	1.26	-0.46	-1.76	7.8

(1) Rainfall 3/01/2019 through 03/19/2019

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:

March 2019 flow in the “Peace River at Fort Meade” (upper part of the watershed) was above 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 above it’s historical average in March (see Figure 4).

Figure 2 (Peace River Basin showing selected gage locations and Location of PRF)

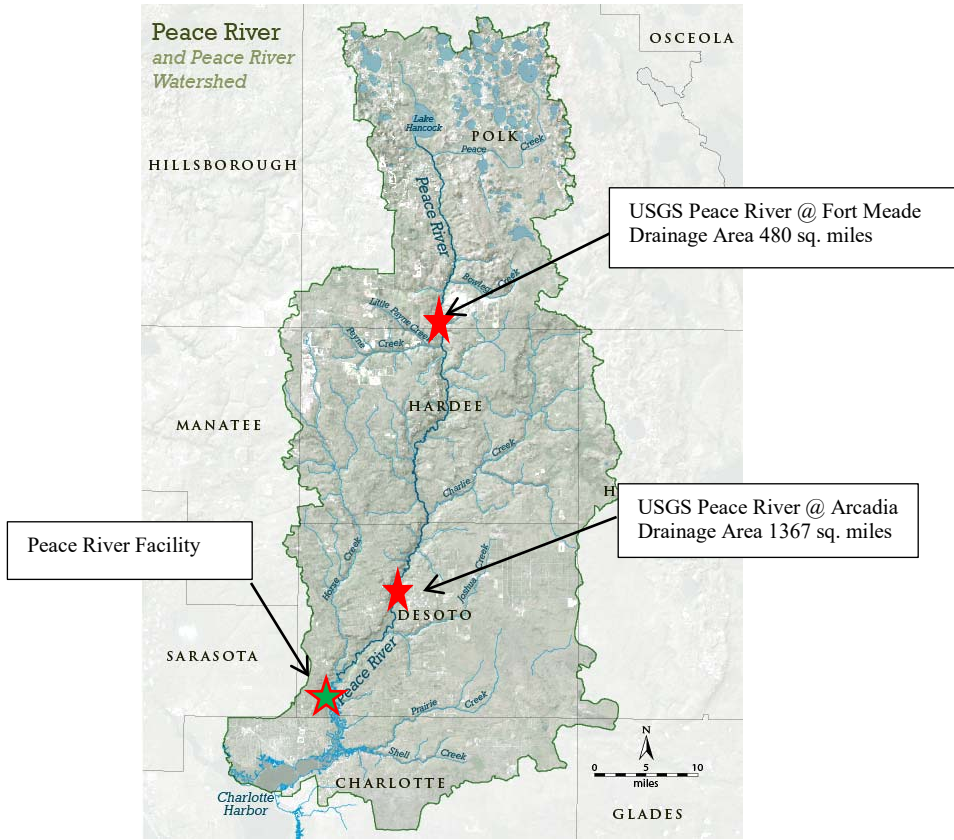


Figure 3 (Peace River Flow @ Fort Meade)

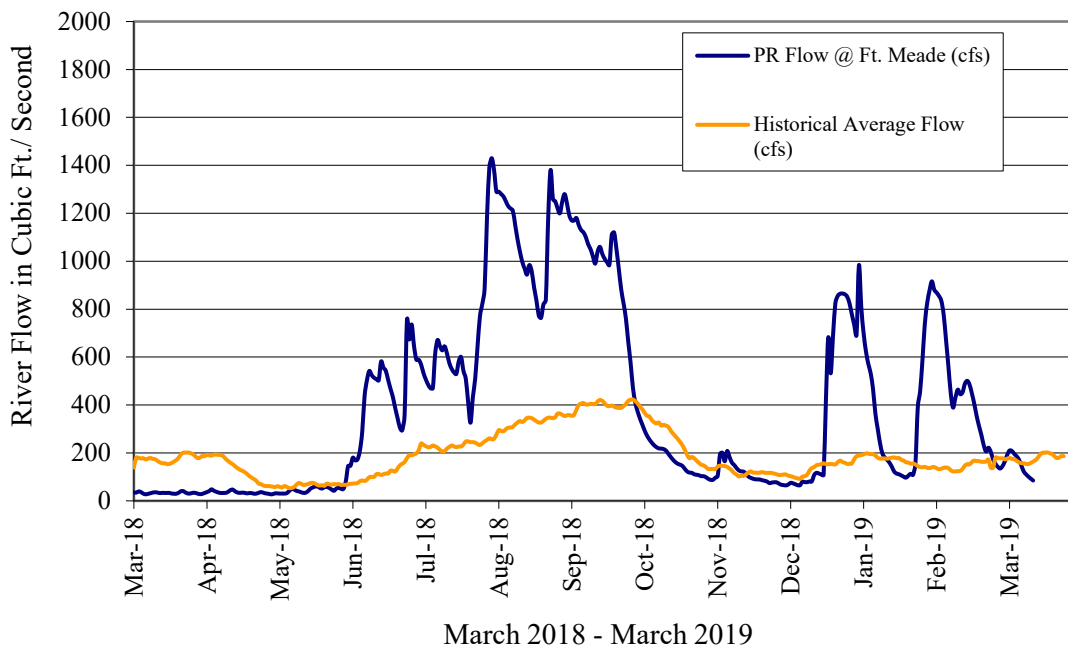
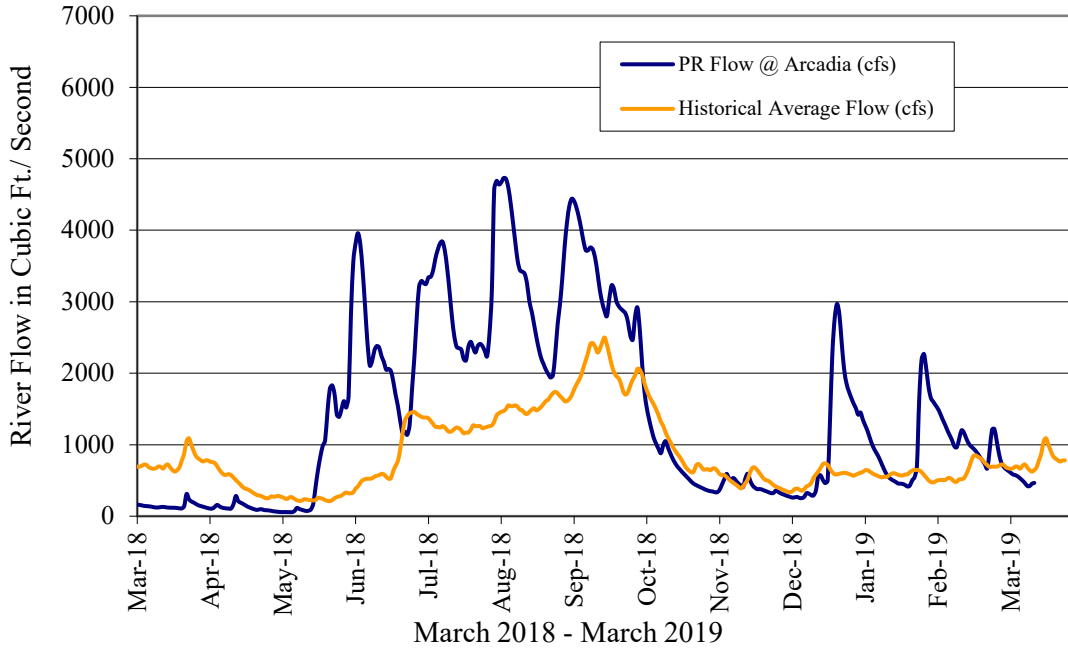


Figure 4 (Peace River Flow @ Arcadia)



River Withdrawals, Finished Water Production & Demand

Water withdrawals from the Peace River in February and March were limited by near-full raw water storage conditions. Average withdrawals of 20.7 MGD and 3.9 MGD during February and March respectively were adequate to maintain near-full raw water storage condition in the reservoir system.

Figure 5 (Withdrawals from Peace River)

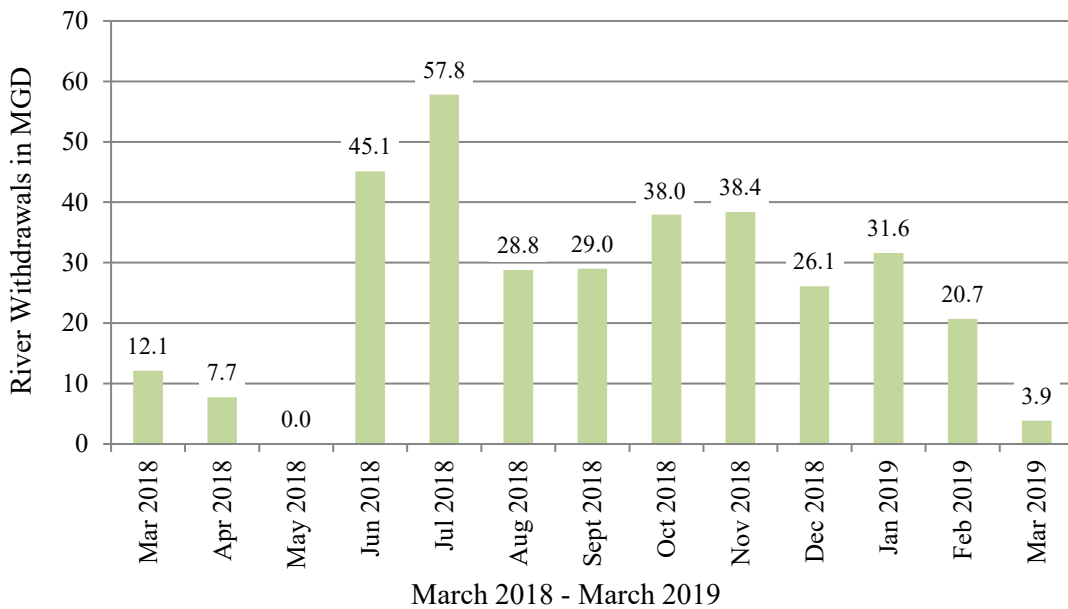
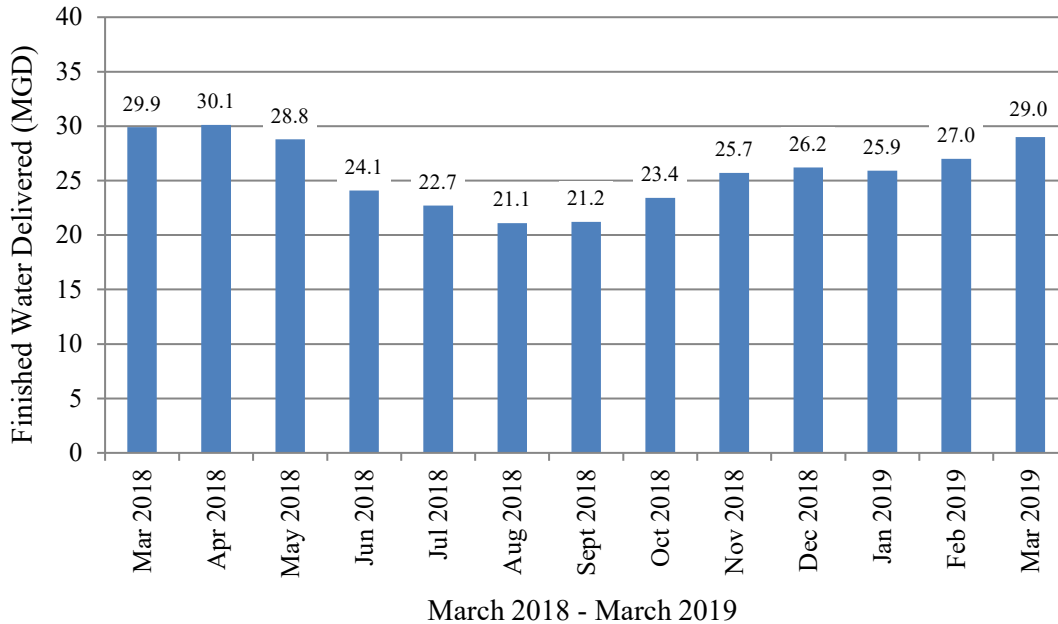


Figure 6 shows monthly finished water deliveries to Customers for the 12-month period ending mid-March 2019. Finished water delivery to Customers during March 2019 averaged about 29 MGD. This is slightly lower than deliveries in March 2018. Seasonal exchange through the Phase 1A Regional Interconnect with the City of Punta Gorda is ongoing – with Regional System deliveries to the City. The seasonal exchange of water through this pipeline helps maintains these facilities in a “ready-to-serve” condition at all times.

Figure 6 (Peace River Facility Deliveries to Customers)



Stored Supplies at the PRF

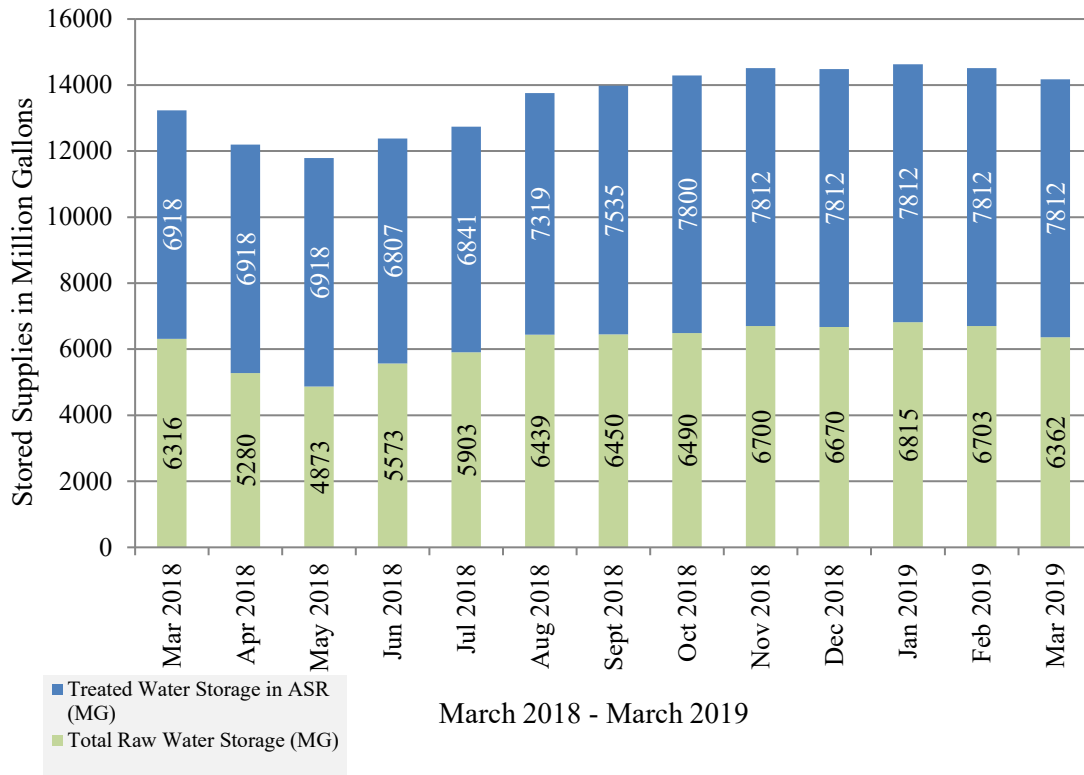
The Authority maintains two large capacity off-stream storage systems at the PRF. The primary storage is raw river water stored in Reservoir No. 1 and No. 2. When flow in the River is high enough, a small percentage of that flow is harvested at the Authority’s pumping facility on the Peace River and stored in Reservoirs 1 and 2. This storage is designed to be completely refilled each wet season. Total raw-water storage capacity is seasonally adjusted. During the hurricane season the total raw water storage capacity is 6.5 billion gallons (BG). Outside of hurricane season, additional water can be safely stored. The maximum raw water storage capacity in March is 6.8 BG. **Raw water stored as of mid-March 2019 totaled about 6.4 BG.**

The secondary storage at the PRF is treated water stored in the Aquifer Storage and Recovery (ASR) system. While the original design capacity of the ASR system was approximately 6.3 BG, a much greater volume can actually be stored in this system. Because this supply must be fully treated to drinking water standards before storage, it can’t be stored as rapidly as water in the raw-water reservoirs. Filling ASR storage is done incrementally each year as excess treatment capacity and hydrologic condition allow. The ASR system is currently “in storage” which means that water is not presently being injected

or recovered from the system. Water recovered from ASR is discharged to the surface reservoir system and undergoes full treatment again with the rest of the raw-water stream before delivery to Authority Customers. **Treated water stored in ASR as of mid-March 2019 totaled 7.8 BG.**

Stored raw water supplies (combined storage in Reservoir No. 1 and No. 2) and stored water in the ASR system for the past year are shown in Figure 8. **The total water in storage as of mid-March 2019 was about 14.2 BG.** This is about 1 BG more than the water in storage as of mid-March 2018.

Figure 8 (Stored Water Supplies)



***PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
April 3, 2019***

**ROUTINE STATUS REPORTS
ITEM 2**

Check Registers for January and February 2019

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
CHECK REGISTER: JANUARY & FEBRUARY 2019**

Bank Code:		PUBLIC FUNDS INTEREST CHECKING (PNC)		
Date	Document Number	Payee Name / Description		Amount
01/03/2019		QuickBooks Payroll Service	\$	86,862.60
01/03/2019	37818	ALL FLORIDA WATER-TAMPA	\$	211.58
01/03/2019	37819	CED - Port Charlotte	\$	254.47
01/03/2019	37820	CENTURYLINK	\$	1,560.80
01/03/2019	37821	CH2M HILL ENGINEERS INC.	\$	1,464.30
01/03/2019	37822	CHARLOTTE COUNTY BCC - LANDFILL	\$	4,825.21
01/03/2019	37823	CHARLOTTE COUNTY BD OF COMMISSIONER	\$	92,407.33
01/03/2019	37824	CINTAS	\$	601.17
01/03/2019	37825	DEX IMAGING	\$	2,311.84
01/03/2019	37826	DMS-FINANCIAL MGMT SERVICES	\$	300.91
01/03/2019	37827	Fisher Scientific	\$	133.90
01/03/2019	37828	FLORIDA POWER & LIGHT COMPANY	\$	124,467.70
01/03/2019	37829	FSAWWA	\$	2,000.00
01/03/2019	37830	JAN-PRO OF MANASOTA	\$	249.00
01/03/2019	37831	MAILFINANCE	\$	299.61
01/03/2019	37832	MSC INDUSTRIAL SUPPLY CO.	\$	2,524.07
01/03/2019	37833	Premier Inspections	\$	1,230.00
01/03/2019	37834	REXEL	\$	628.84
01/03/2019	37835	SARASOTA HERALD TRIBUNE	\$	321.75
01/03/2019	37836	SHIPPING POST	\$	26.60
01/03/2019	37837	SOLINST CANADA LTD	\$	365.46
01/03/2019	37838	SOUTHWEST MOBILE MECHANIC	\$	400.00
01/03/2019	37839	THE SUN	\$	137.28
01/04/2019	ADBT1419	STATE OF FLORIDA DISBURSEMENT UNIT	\$	1,230.29
01/04/2019	DBT1419	United States Treasury	\$	34,402.10
01/04/2019	DBT010419	Valic	\$	34,640.32
01/07/2019	ACH1204	ADECCO EMPLOYMENT SERVICES	\$	1,381.66
01/07/2019	ACH1205	ADVANTAGE CARE INC.	\$	40.00
01/07/2019	ACH1206	Agilent Technologies Inc	\$	32.40
01/07/2019	ACH1207	Air Mechanical & Service Corp.	\$	351.00
01/07/2019	ACH1208	AIRGAS SPECIALTY PRODUCTS	\$	3,056.04
01/07/2019	ACH1209	ALLIED UNIVERSAL CORP.	\$	9,823.91
01/07/2019	ACH1210	ATKINS NORTH AMERICA, INC.	\$	489.28
01/07/2019	ACH1211	BENCHMARK ENVIROANALYTICAL INC	\$	247.07
01/07/2019	ACH1212	BLUSITE SOLUTIONS OF SOUTHWEST FLORIDA	\$	217.50
01/07/2019	ACH1213	Brenntag Mid-South Inc	\$	29,347.04
01/07/2019	ACH1214	Chemtrade Chemicals US LLC	\$	51,831.64
01/07/2019	ACH1215	Entech	\$	13,051.50
01/07/2019	ACH1216	FEDERAL EXPRESS	\$	10.34
01/07/2019	ACH1217	FEI-FT.MYERS WATERWORKS #127	\$	1,817.87
01/07/2019	ACH1218	Forestry Suppliers INC	\$	175.37
01/07/2019	ACH1219	Hach Company	\$	513.06
01/07/2019	ACH1220	Instrument Specialties INC	\$	4,303.35
01/07/2019	ACH1221	Jacobi Carbons Inc	\$	31,768.80
01/07/2019	ACH1222	KEETON'S OFFICE & ART SUPPLY	\$	1,061.25
01/07/2019	ACH1223	Natural Resources LLC	\$	25,005.00
01/07/2019	ACH1224	PMC ENGINEERING LLC	\$	2,772.68
01/07/2019	ACH1225	Sharek Solutions	\$	3,975.00
01/07/2019	ACH1226	SIMS CRANE & EQUIPMENT	\$	1,476.60
01/07/2019	ACH1227	TRULY NOLEN BRANCH 079	\$	258.00
01/07/2019	ACH1228	UPS	\$	56.92
01/07/2019	ACH1229	USA Bluebook	\$	1,397.79
01/11/2019	37840	AMAZON	\$	3,718.42
01/11/2019	37841	BILL'S BOTTLED WATER SERVI CE	\$	11.25
01/11/2019	37842	CED - Port Charlotte	\$	1,099.00
01/11/2019	37843	CENTURYLINK	\$	377.20
01/11/2019	37844	CHENANGO SUPPLY CO., INC.	\$	107.24
01/11/2019	37845	DELL MARKETING L.P.	\$	2,693.53
01/11/2019	37846	DESOTO AUTOMOTIVE ENTERPRISES INC	\$	199.80
01/11/2019	37847	Fisher Scientific	\$	2,263.41
01/11/2019	37848	GRAY MATTER SYSTEMS INC.	\$	3,138.28
01/11/2019	37849	HAZEN AND SAWYER	\$	5,072.40
01/11/2019	37851	Icon Technologies	\$	1,214.29
01/11/2019	37852	MSC INDUSTRIAL SUPPLY CO.	\$	263.82
01/11/2019	37853	RANCH PROPERTY HOLDINGS LLC	\$	12,555.00
01/11/2019	37854	REXEL	\$	30.23
01/11/2019	37855	SARASOTA COUNTY ENVIRONMENTAL UTILITIES	\$	9,941.37

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
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Bank Code:		PUBLIC FUNDS INTEREST CHECKING (PNC)		
Date	Document Number	Payee Name / Description		Amount
01/11/2019	37856	TRACTOR SUPPLY COMPANY CREDIT PLAN	\$	250.00
01/11/2019	37857	U.S. BANK EQUIPMENT FINANCE	\$	1,052.67
01/11/2019	37858	VERIZON WIRELESS	\$	12.24
01/11/2019	37859	WOMACK SANITATION INC.	\$	298.00
01/17/2019		QuickBooks Payroll Service	\$	87,315.16
01/18/2019	ACH1230	ADECCO EMPLOYMENT SERVICES	\$	836.78
01/18/2019	ACH1231	AIR CENTERS-FLORIDA	\$	11,722.27
01/18/2019	ACH1232	AIRGAS USA, LLC	\$	51.53
01/18/2019	ACH1233	ALLIED ELECTRONICS, INC.	\$	3,279.31
01/18/2019	ACH1234	ALLIED UNIVERSAL CORP.	\$	12,169.98
01/18/2019	ACH1235	BENCHMARK ENVIROANALYTICAL INC	\$	1,385.92
01/18/2019	ACH1236	Brenntag Mid-South Inc	\$	36,671.88
01/18/2019	ACH1237	CHARLOTTE COUNTY UTILITIES	\$	164,694.84
01/18/2019	ACH1238	Chemtrade Chemicals US LLC	\$	41,880.18
01/18/2019	ACH1239	CORONADO LAWN SERVICE OF FL	\$	6,442.50
01/18/2019	ACH1240	DESOTO COUNTY (V)	\$	66,333.33
01/18/2019	ACH1241	DIANE R. SALZ	\$	4,050.00
01/18/2019	ACH1242	FRONTIER COMMUNICATIONS	\$	218.98
01/18/2019	ACH1243	Hach Company	\$	2,047.87
01/18/2019	ACH1244	HDR ENGINEERING INC.	\$	7,441.17
01/18/2019	ACH1245	J. H. HAM ENGINEERING INC.	\$	9,537.44
01/18/2019	ACH1246	JAN-PRO CLEANING SYSTEMS OF SW FLORIDA	\$	495.00
01/18/2019	ACH1247	JANICKI ENVIRONMENTAL, INC.	\$	8,464.00
01/18/2019	ACH1248	JOHNSON ENGINEERING, INC.	\$	23,162.50
01/18/2019	ACH1249	KEETON'S OFFICE & ART SUPPLY	\$	293.00
01/18/2019	ACH1250	Mike Coates (v)	\$	854.10
01/18/2019	ACH1251	Practical HR Solutions	\$	1,000.00
01/18/2019	ACH1252	PRO-CHEM INC.	\$	847.50
01/18/2019	ACH1253	ShredQuick, Inc.	\$	99.00
01/18/2019	ACH1254	SUNSHINE ACE HARDWARE	\$	76.91
01/18/2019	ACH1255	SUNSHINE STATE ONE CALL OF FL, INC.	\$	49.01
01/18/2019	ACH1256	TKW CONSULTING ENGINEERS, INC.	\$	5,767.00
01/18/2019	ACH1257	TRULY NOLEN BRANCH 079	\$	495.00
01/18/2019	ACH1258	UPS	\$	13.64
01/18/2019	ACH1259	USA Bluebook	\$	32.95
01/18/2019	ACH1260	VANASSE HANGEN BRUSTLIN, INC	\$	7,105.10
01/18/2019	ADBT11819	STATE OF FLORIDA DISBURSEMENT UNIT	\$	1,230.29
01/18/2019	DBT011819	United States Treasury	\$	32,968.80
01/18/2019	DBT1182019	Valic	\$	28,192.37
01/25/2019	DBT012519	FLORIDA DIVISION OF RETIREMENT	\$	39,293.79
01/25/2019	Auto12519	PNC Bank	\$	2,177.11
01/28/2019	37860	AARON NOTARY APPOINTMENT SERVICES	\$	75.00
01/28/2019	37861	AMAZON	\$	907.59
01/28/2019	37862	ANIXTER INC.	\$	3,446.52
01/28/2019	37863	CED - Port Charlotte	\$	563.90
01/28/2019	37864	CENTURYLINK	\$	1,560.70
01/28/2019	37865	CHARLOTTE COUNTY BCC - LANDFILL	\$	3,264.61
01/28/2019	37866	CHARLOTTE COUNTY BD OF COMMISSIONER	\$	92,408.12
01/28/2019	37867	CINTAS	\$	403.88
01/28/2019	37868	COLE-PARMER INSTRUMENT CO.	\$	216.43
01/28/2019	37869	D. M. CONSTRUCTION CORP.	\$	7,922.25
01/28/2019	37870	DESOTO AUTOMOTIVE ENTERPRISES INC	\$	89.95
01/28/2019	37871	DMS-FINANCIAL MGMT SERVICES	\$	298.67
01/28/2019	37872	EUROFINS EATON ANALYTICAL, LLC	\$	1,263.00
01/28/2019	37873	Fisher Scientific	\$	1,960.16
01/28/2019	37874	Flotech, INC	\$	5,545.99
01/28/2019	37875	GRAY MATTER SYSTEMS INC.	\$	3,237.92
01/28/2019	37876	Locher Environmental LLC	\$	1,661.80
01/28/2019	37877	MSC INDUSTRIAL SUPPLY CO.	\$	2,299.55
01/28/2019	37878	REXEL	\$	10.55
01/28/2019	37879	Rotary Club of Lakewood Ranch	\$	250.00
01/28/2019	37880	SHIPPING POST	\$	34.20
01/28/2019	37881	SOLINST CANADA LTD	\$	47.50
01/28/2019	37882	SUPER T	\$	2,234.20
01/28/2019	37883	TRULY NOLEN OF AMERICA	\$	260.00
01/30/2019	ACH013019	MANSON BOLVES DONALDSON VARN, P.A.	\$	100,000.00
01/31/2019		QuickBooks Payroll Service	\$	87,924.60

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Date	Document Number	Payee Name / Description	Amount
02/01/2019	ADBT2119	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 1,230.29
02/01/2019	DBT020119	United States Treasury	\$ 29,533.50
02/01/2019	DBT12519	Vaic	\$ 6,472.21
02/01/2019	ACH1261	ADECCO EMPLOYMENT SERVICES	\$ 1,401.12
02/01/2019	ACH1262	Adobe Systems Inc	\$ 299.80
02/01/2019	ACH1263	Air Mechanical & Service Corp.	\$ 117.00
02/01/2019	ACH1264	AIRGAS SPECIALTY PRODUCTS	\$ 3,018.17
02/01/2019	ACH1265	ALLIED ELECTRONICS, INC.	\$ 2,255.40
02/01/2019	ACH1266	ALLIED UNIVERSAL CORP.	\$ 12,011.65
02/01/2019	ACH1267	BENCHMARK ENVIROANALYTICAL INC	\$ 591.83
02/01/2019	ACH1268	BLUSITE SOLUTIONS OF SOUTHWEST FLORIDA	\$ 217.50
02/01/2019	ACH1269	Brenntag Mid-South Inc	\$ 43,987.18
02/01/2019	ACH1270	Chemtrade Chemicals US LLC	\$ 43,977.13
02/01/2019	ACH1271	Cimtec Automation, LLC	\$ 678.76
02/01/2019	ACH1272	CINTAS FIRE 636525	\$ 570.00
02/01/2019	ACH1273	Daniel J Roberts (V)	\$ 58.00
02/01/2019	ACH1274	DONALDSON COMPANY INC	\$ 1,043.04
02/01/2019	ACH1275	EARTH BALANCE	\$ 21,046.95
02/01/2019	ACH1276	Entech	\$ 1,173.50
02/01/2019	ACH1277	FEDERAL EXPRESS	\$ 10.34
02/01/2019	ACH1278	Hach Company	\$ 5,364.23
02/01/2019	ACH1279	HDR ENGINEERING INC.	\$ 65,938.94
02/01/2019	ACH1280	Hudson Pump	\$ 19,329.20
02/01/2019	ACH1281	Jacobi Carbons Inc	\$ 62,142.60
02/01/2019	ACH1282	KEETON'S OFFICE & ART SUPPLY	\$ 1,088.85
02/01/2019	ACH1283	M&M CONTRACTORS INC.	\$ 6,664.60
02/01/2019	ACH1284	MCMaster-CARR SUPPLY CO	\$ 1,325.48
02/01/2019	ACH1285	PURVIS GRAY & COMPANY	\$ 14,162.50
02/01/2019	ACH1286	SUNSHINE ACE HARDWARE	\$ 359.19
02/01/2019	ACH1287	ULINE	\$ 327.52
02/01/2019	ACH1288	UPS	\$ 10.11
02/01/2019	ACH1289	USA Bluebook	\$ 1,819.19
02/01/2019	ACH1290	VANASSE HANGEN BRUSTLIN, INC	\$ 7,049.28
02/08/2019	37884	ALL FLORIDA WATER-TAMPA	\$ 211.58
02/08/2019	37885	Apple Video & Photography Studio	\$ 1,495.00
02/08/2019	37886	CED - Port Charlotte	\$ 142.78
02/08/2019	37887	CENTURYLINK	\$ 377.20
02/08/2019	37888	CHARLOTTE PLUMBING K & BATH INC.	\$ 360.00
02/08/2019	37889	CS3 Waterworks	\$ 4,142.45
02/08/2019	37890	DESOTO AUTOMOTIVE ENTERPRISES INC	\$ 611.04
02/08/2019	37891	DESOTO COUNTY WATER UTILITY	\$ 2,149.20
02/08/2019	37892	Fisher Scientific	\$ 1,726.55
02/08/2019	37893	FLORIDA POWER & LIGHT COMPANY	\$ 119,752.26
02/08/2019	37894	GARNEY COMPANIES INC.	\$ 420.00
02/08/2019	37895	GRAYBAR	\$ 701.38
02/08/2019	37896	HERALD TRIBUNE	\$ 483.60
02/08/2019	37897	HOME DEPOT	\$ 144.32
02/08/2019	37898	JAN-PRO OF MANASOTA	\$ 249.00
02/08/2019	37899	MSC INDUSTRIAL SUPPLY CO.	\$ 426.19
02/08/2019	37900	REXEL	\$ 79.23
02/08/2019	37901	SARASOTA HERALD TRIBUNE	\$ 96.25
02/08/2019	37902	SHIPPING POST	\$ 26.60
02/08/2019	37903	THE SUN	\$ 55.77
02/08/2019	37904	THERMO ELECTRON NORTH AMERICA LLC	\$ 1,103.00
02/08/2019	37905	U.S. BANK EQUIPMENT FINANCE	\$ 1,052.67
02/08/2019	37906	WOMACK SANITATION INC.	\$ 750.00
02/14/2019		QuickBooks Payroll Service	\$ 85,797.82
02/15/2019	ACH1291	ADECCO EMPLOYMENT SERVICES	\$ 1,128.68
02/15/2019	ACH1292	Alan Jay Automotive Management, Inc.	\$ 58,586.00
02/15/2019	ACH1293	ALLIED UNIVERSAL CORP.	\$ 14,387.67
02/15/2019	ACH1294	AWC, INC.	\$ 1,428.94
02/15/2019	ACH1295	BENCHMARK ENVIROANALYTICAL INC	\$ 4,210.14
02/15/2019	ACH1296	BLACK & VEATCH	\$ 18,205.00
02/15/2019	ACH1297	BLUSITE SOLUTIONS OF SOUTHWEST FLORIDA	\$ 217.50
02/15/2019	ACH1298	Brenntag Mid-South Inc	\$ 36,665.92
02/15/2019	ACH1299	CHARLOTTE COUNTY UTILITIES	\$ 164,694.84

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Bank Code:		PUBLIC FUNDS INTEREST CHECKING (PNC)	
Date	Document Number	Payee Name / Description	Amount
02/15/2019	ACH1300	Chemtrade Chemicals US LLC	\$ 39,917.70
02/15/2019	ACH1301	CORONADO LAWN SERVICE OF FL	\$ 4,155.50
02/15/2019	ACH1302	DESOTO COUNTY (V)	\$ 66,333.33
02/15/2019	ACH1303	DIANE R. SALZ	\$ 4,050.00
02/15/2019	ACH1304	E.F. GAINES SURVEYING SERVICES, INC	\$ 4,600.00
02/15/2019	ACH1305	FEI-FT.MYERS WATERWORKS #127	\$ 3,088.35
02/15/2019	ACH1306	FORD RITZ	\$ 134.85
02/15/2019	ACH1307	FRONTIER COMMUNICATIONS	\$ 218.98
02/15/2019	ACH1308	GB Technologies Inc	\$ 4,929.36
02/15/2019	ACH1309	Hach Company	\$ 648.86
02/15/2019	ACH1310	IDEXX DISTRIBUTION INC	\$ 1,719.89
02/15/2019	ACH1311	J. H. HAM ENGINEERING INC.	\$ 51,700.99
02/15/2019	ACH1312	Jacobi Carbons Inc	\$ 32,345.40
02/15/2019	ACH1313	KEETON'S OFFICE & ART SUPPLY	\$ 312.37
02/15/2019	ACH1314	MANSON BOLVES DONALDSON VARN, P.A.	\$ 103,095.66
02/15/2019	ACH1315	NATIONAL BUSINESS FURNITURE, LLC	\$ 331.00
02/15/2019	ACH1316	Practical HR Solutions	\$ 1,800.00
02/15/2019	ACH1317	PRO-CHEM INC.	\$ 598.30
02/15/2019	ACH1318	PROGRESSIVE WATER RESOURCES, LLC	\$ 21,524.00
02/15/2019	ACH1319	SUNSHINE ACE HARDWARE	\$ 285.03
02/15/2019	ACH1320	TEST GAUGE INC	\$ 407.75
02/15/2019	ACH1321	TRANSCAT, INC.	\$ 204.23
02/15/2019	ACH1322	UPS	\$ 31.40
02/15/2019	ACH1323	USA Bluebook	\$ 1,041.46
02/15/2019	ACH1324	VOYAGER FLEET SYSTEMS, INC.	\$ 3,768.99
02/15/2019	ADBT21519	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 1,230.29
02/15/2019	DT21519	United States Treasury	\$ 28,599.22
02/15/2019	dbt21519	Valic	\$ 6,432.65
02/21/2019	37907	AARON NOTARY APPOINTMENT SERVICES	\$ 70.00
02/21/2019	37908	Bryant Miller Olive	\$ 8,500.00
02/21/2019	37909	CED - Port Charlotte	\$ 221.94
02/21/2019	37910	CENTURYLINK	\$ 1,561.70
02/21/2019	37911	CHARLOTTE COUNTY BCC - LANDFILL	\$ 4,670.50
02/21/2019	37912	CINTAS	\$ 442.40
02/21/2019	37913	D. M. CONSTRUCTION CORP.	\$ 11,333.90
02/21/2019	37914	DESOTO AUTOMOTIVE ENTERPRISES INC	\$ 390.00
02/21/2019	37915	DMS-FINANCIAL MGMT SERVICES	\$ 312.09
02/21/2019	37916	Fisher Scientific	\$ 768.46
02/21/2019	37917	FLORIDA DEPT OF TRANSPORTATION	\$ 4.06
02/21/2019	37918	GOVERNMENT FINANCE OFFICERS ASSOC	\$ 435.00
02/21/2019	37919	GRAINGER	\$ 44.60
02/21/2019	37920	GRAY MATTER SYSTEMS INC.	\$ 14,432.04
02/21/2019	37921	HAZEN AND SAWYER	\$ 3,538.60
02/21/2019	37922	MSC INDUSTRIAL SUPPLY CO.	\$ 939.62
02/21/2019	37923	NaturZone Pest Control	\$ 76.00
02/21/2019	37924	PREFERRED GOVERNMENT INSURANCE TRUS	\$ 16,773.00
02/21/2019	37925	REXEL	\$ 6,911.00
02/21/2019	37926	ROGERS PETROLEUM, INC.	\$ 397.71
02/21/2019	37927	SAM'S CLUB	\$ 242.86
02/21/2019	37928	SARASOTA HERALD TRIBUNE	\$ 913.00
02/21/2019	37929	SHIPPING POST	\$ 67.32
02/21/2019	37930	SMITH RANCH & GARDEN, INC.	\$ 540.00
02/21/2019	37931	THE SUN	\$ 586.30
02/21/2019	37932	VERIZON WIRELESS	\$ 15.21
02/22/2019	dbt030119	Valic	\$ 6,958.47
02/25/2019	Auto22519	PNC Bank	\$ 6,048.07
02/27/2019	DBT022719	FLORIDA DIVISION OF RETIREMENT	\$ 30,643.13
02/28/2019		QuickBooks Payroll Service	\$ 84,999.52
Total			\$ 3,012,695.35

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Bank Code:		PUBLIC FUNDS INTEREST CHECKING (PNC)		
Date	Document Number	Payee Name / Description	Amount	
01/28/2019	37860	AARON NOTARY APPOINTMENT SERVICES	\$	75.00
02/21/2019	37907	AARON NOTARY APPOINTMENT SERVICES	\$	70.00
01/07/2019	ACH1204	ADECCO EMPLOYMENT SERVICES	\$	1,381.66
01/18/2019	ACH1230	ADECCO EMPLOYMENT SERVICES	\$	836.78
02/01/2019	ACH1261	ADECCO EMPLOYMENT SERVICES	\$	1,401.12
02/15/2019	ACH1291	ADECCO EMPLOYMENT SERVICES	\$	1,128.68
02/01/2019	ACH1262	Adobe Systems Inc	\$	299.80
01/07/2019	ACH1205	ADVANTAGE CARE INC.	\$	40.00
01/07/2019	ACH1206	Agilent Technologies Inc	\$	32.40
01/18/2019	ACH1231	AIR CENTERS-FLORIDA	\$	11,722.27
01/07/2019	ACH1207	Air Mechanical & Service Corp.	\$	351.00
02/01/2019	ACH1263	Air Mechanical & Service Corp.	\$	117.00
01/07/2019	ACH1208	AIRGAS SPECIALTY PRODUCTS	\$	3,056.04
02/01/2019	ACH1264	AIRGAS SPECIALTY PRODUCTS	\$	3,018.17
01/18/2019	ACH1232	AIRGAS USA, LLC	\$	51.53
02/15/2019	ACH1292	Alan Jay Automotive Management, Inc.	\$	58,586.00
01/03/2019	37818	ALL FLORIDA WATER-TAMPA	\$	211.58
02/08/2019	37884	ALL FLORIDA WATER-TAMPA	\$	211.58
01/18/2019	ACH1233	ALLIED ELECTRONICS, INC.	\$	3,279.31
02/01/2019	ACH1265	ALLIED ELECTRONICS, INC.	\$	2,255.40
01/07/2019	ACH1209	ALLIED UNIVERSAL CORP.	\$	9,823.91
01/18/2019	ACH1234	ALLIED UNIVERSAL CORP.	\$	12,169.98
02/01/2019	ACH1266	ALLIED UNIVERSAL CORP.	\$	12,011.65
02/15/2019	ACH1293	ALLIED UNIVERSAL CORP.	\$	14,387.67
01/11/2019	37840	AMAZON	\$	3,718.42
01/28/2019	37861	AMAZON	\$	907.59
01/28/2019	37862	ANIXTER INC.	\$	3,446.52
02/08/2019	37885	Apple Video & Photography Studio	\$	1,495.00
01/07/2019	ACH1210	ATKINS NORTH AMERICA, INC.	\$	489.28
02/15/2019	ACH1294	AWC, INC.	\$	1,428.94
01/07/2019	ACH1211	BENCHMARK ENVIROANALYTICAL INC	\$	247.07
01/18/2019	ACH1235	BENCHMARK ENVIROANALYTICAL INC	\$	1,385.92
02/01/2019	ACH1267	BENCHMARK ENVIROANALYTICAL INC	\$	591.83
02/15/2019	ACH1295	BENCHMARK ENVIROANALYTICAL INC	\$	4,210.14
01/11/2019	37841	BILL'S BOTTLED WATER SERVI CE	\$	11.25
02/15/2019	ACH1296	BLACK & VEATCH	\$	18,205.00
01/07/2019	ACH1212	BLUSITE SOLUTIONS OF SOUTHWEST FLORIDA	\$	217.50
02/01/2019	ACH1268	BLUSITE SOLUTIONS OF SOUTHWEST FLORIDA	\$	217.50
02/15/2019	ACH1297	BLUSITE SOLUTIONS OF SOUTHWEST FLORIDA	\$	217.50
01/07/2019	ACH1213	Brenntag Mid-South Inc	\$	29,347.04
01/18/2019	ACH1236	Brenntag Mid-South Inc	\$	36,671.88
02/01/2019	ACH1269	Brenntag Mid-South Inc	\$	43,987.18
02/15/2019	ACH1298	Brenntag Mid-South Inc	\$	36,665.92
02/21/2019	37908	Bryant Miller Olive	\$	8,500.00
01/03/2019	37819	CED - Port Charlotte	\$	254.47
01/11/2019	37842	CED - Port Charlotte	\$	1,099.00
01/28/2019	37863	CED - Port Charlotte	\$	563.90
02/08/2019	37886	CED - Port Charlotte	\$	142.78
02/21/2019	37909	CED - Port Charlotte	\$	221.94
01/03/2019	37820	CENTURYLINK	\$	1,560.80
01/11/2019	37843	CENTURYLINK	\$	377.20
01/28/2019	37864	CENTURYLINK	\$	1,560.70
02/08/2019	37887	CENTURYLINK	\$	377.20
02/21/2019	37910	CENTURYLINK	\$	1,561.70
01/03/2019	37821	CH2M HILL ENGINEERS INC.	\$	1,464.30
01/03/2019	37822	CHARLOTTE COUNTY BCC - LANDFILL	\$	4,825.21
01/28/2019	37865	CHARLOTTE COUNTY BCC - LANDFILL	\$	3,264.61
02/21/2019	37911	CHARLOTTE COUNTY BCC - LANDFILL	\$	4,670.50
01/03/2019	37823	CHARLOTTE COUNTY BD OF COMMISSIONER	\$	92,407.33
01/28/2019	37866	CHARLOTTE COUNTY BD OF COMMISSIONER	\$	92,408.12
01/18/2019	ACH1237	CHARLOTTE COUNTY UTILITIES	\$	164,694.84
02/15/2019	ACH1299	CHARLOTTE COUNTY UTILITIES	\$	164,694.84
02/08/2019	37888	CHARLOTTE PLUMBING K & BATH INC.	\$	360.00
01/07/2019	ACH1214	Chemtrade Chemicals US LLC	\$	51,831.64
01/18/2019	ACH1238	Chemtrade Chemicals US LLC	\$	41,880.18
02/01/2019	ACH1270	Chemtrade Chemicals US LLC	\$	43,977.13
02/15/2019	ACH1300	Chemtrade Chemicals US LLC	\$	39,917.70

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Date	Document Number	Payee Name / Description	Amount
01/11/2019	37844	CHENANGO SUPPLY CO., INC.	\$ 107.24
02/01/2019	ACH1271	Cimtec Automation, LLC	\$ 678.76
01/03/2019	37824	CINTAS	\$ 601.17
01/28/2019	37867	CINTAS	\$ 403.88
02/21/2019	37912	CINTAS	\$ 442.40
02/01/2019	ACH1272	CINTAS FIRE 636525	\$ 570.00
01/28/2019	37868	COLE-PARMER INSTRUMENT CO.	\$ 216.43
01/18/2019	ACH1239	CORONADO LAWN SERVICE OF FL	\$ 6,442.50
02/15/2019	ACH1301	CORONADO LAWN SERVICE OF FL	\$ 4,155.50
02/08/2019	37889	CS3 Waterworks	\$ 4,142.45
01/28/2019	37869	D. M. CONSTRUCTION CORP.	\$ 7,922.25
02/21/2019	37913	D. M. CONSTRUCTION CORP.	\$ 11,333.90
02/01/2019	ACH1273	Daniel J Roberts (V)	\$ 58.00
01/11/2019	37845	DELL MARKETING L.P.	\$ 2,693.53
01/11/2019	37846	DESOTO AUTOMOTIVE ENTERPRISES INC	\$ 199.80
01/28/2019	37870	DESOTO AUTOMOTIVE ENTERPRISES INC	\$ 89.95
02/08/2019	37890	DESOTO AUTOMOTIVE ENTERPRISES INC	\$ 611.04
02/21/2019	37914	DESOTO AUTOMOTIVE ENTERPRISES INC	\$ 390.00
01/18/2019	ACH1240	DESOTO COUNTY (V)	\$ 66,333.33
02/15/2019	ACH1302	DESOTO COUNTY (V)	\$ 66,333.33
02/08/2019	37891	DESOTO COUNTY WATER UTILITY	\$ 2,149.20
01/03/2019	37825	DEX IMAGING	\$ 2,311.84
01/18/2019	ACH1241	DIANE R. SALZ	\$ 4,050.00
02/15/2019	ACH1303	DIANE R. SALZ	\$ 4,050.00
01/03/2019	37826	DMS-FINANCIAL MGMT SERVICES	\$ 300.91
01/28/2019	37871	DMS-FINANCIAL MGMT SERVICES	\$ 298.67
02/21/2019	37915	DMS-FINANCIAL MGMT SERVICES	\$ 312.09
02/01/2019	ACH1274	DONALDSON COMPANY INC	\$ 1,043.04
02/15/2019	ACH1304	E.F. GAINES SURVEYING SERVICES, INC	\$ 4,600.00
02/01/2019	ACH1275	EARTH BALANCE	\$ 21,046.95
01/07/2019	ACH1215	Entech	\$ 13,051.50
02/01/2019	ACH1276	Entech	\$ 1,173.50
01/28/2019	37872	EUROFINS EATON ANALYTICAL, LLC	\$ 1,263.00
01/07/2019	ACH1216	FEDERAL EXPRESS	\$ 10.34
02/01/2019	ACH1277	FEDERAL EXPRESS	\$ 10.34
01/07/2019	ACH1217	FEI-FT.MYERS WATERWORKS #127	\$ 1,817.87
02/15/2019	ACH1305	FEI-FT.MYERS WATERWORKS #127	\$ 3,088.35
01/03/2019	37827	Fisher Scientific	\$ 133.90
01/11/2019	37847	Fisher Scientific	\$ 2,263.41
01/28/2019	37873	Fisher Scientific	\$ 1,960.16
02/08/2019	37892	Fisher Scientific	\$ 1,726.55
02/21/2019	37916	Fisher Scientific	\$ 768.46
02/21/2019	37917	FLORIDA DEPT OF TRANSPORTATION	\$ 4.06
01/25/2019	DBT012519	FLORIDA DIVISION OF RETIREMENT	\$ 39,293.79
02/27/2019	DBT022719	FLORIDA DIVISION OF RETIREMENT	\$ 30,643.13
01/03/2019	37828	FLORIDA POWER & LIGHT COMPANY	\$ 124,467.70
02/08/2019	37893	FLORIDA POWER & LIGHT COMPANY	\$ 119,752.26
01/28/2019	37874	Flotech, INC	\$ 5,545.99
02/15/2019	ACH1306	FORD RITZ	\$ 134.85
01/07/2019	ACH1218	Forestry Suppliers INC	\$ 175.37
01/18/2019	ACH1242	FRONTIER COMMUNICATIONS	\$ 218.98
02/15/2019	ACH1307	FRONTIER COMMUNICATIONS	\$ 218.98
01/03/2019	37829	FSAWWA	\$ 2,000.00
02/08/2019	37894	GARNEY COMPANIES INC.	\$ 420.00
02/15/2019	ACH1308	GB Technologies Inc	\$ 4,929.36
02/21/2019	37918	GOVERNMENT FINANCE OFFICERS ASSOC	\$ 435.00
02/21/2019	37919	GRAINGER	\$ 44.60
01/11/2019	37848	GRAY MATTER SYSTEMS INC.	\$ 3,138.28
01/28/2019	37875	GRAY MATTER SYSTEMS INC.	\$ 3,237.92
02/21/2019	37920	GRAY MATTER SYSTEMS INC.	\$ 14,432.04
02/08/2019	37895	GRAYBAR	\$ 701.38
01/07/2019	ACH1219	Hach Company	\$ 513.06
01/18/2019	ACH1243	Hach Company	\$ 2,047.87
02/01/2019	ACH1278	Hach Company	\$ 5,364.23
02/15/2019	ACH1309	Hach Company	\$ 648.86
01/11/2019	37849	HAZEN AND SAWYER	\$ 5,072.40
02/21/2019	37921	HAZEN AND SAWYER	\$ 3,538.60

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01/18/2019	ACH1244	HDR ENGINEERING INC.	\$ 7,441.17
02/01/2019	ACH1279	HDR ENGINEERING INC.	\$ 65,938.94
02/08/2019	37896	HERALD TRIBUNE	\$ 483.60
02/08/2019	37897	HOME DEPOT	\$ 144.32
02/01/2019	ACH1280	Hudson Pump	\$ 19,329.20
01/11/2019	37851	Icon Technologies	\$ 1,214.29
02/15/2019	ACH1310	IDEXX DISTRIBUTION INC	\$ 1,719.89
01/07/2019	ACH1220	Instrument Specialties INC	\$ 4,303.35
01/18/2019	ACH1245	J. H. HAM ENGINEERING INC.	\$ 9,537.44
02/15/2019	ACH1311	J. H. HAM ENGINEERING INC.	\$ 51,700.99
01/07/2019	ACH1221	Jacobi Carbons Inc	\$ 31,768.80
02/01/2019	ACH1281	Jacobi Carbons Inc	\$ 62,142.60
02/15/2019	ACH1312	Jacobi Carbons Inc	\$ 32,345.40
01/18/2019	ACH1247	JANICKI ENVIRONMENTAL, INC.	\$ 8,464.00
01/18/2019	ACH1246	JAN-PRO CLEANING SYSTEMS OF SW FLORIDA	\$ 495.00
01/03/2019	37830	JAN-PRO OF MANASOTA	\$ 249.00
02/08/2019	37898	JAN-PRO OF MANASOTA	\$ 249.00
01/18/2019	ACH1248	JOHNSON ENGINEERING, INC.	\$ 23,162.50
01/07/2019	ACH1222	KEETON'S OFFICE & ART SUPPLY	\$ 1,061.25
01/18/2019	ACH1249	KEETON'S OFFICE & ART SUPPLY	\$ 293.00
02/01/2019	ACH1282	KEETON'S OFFICE & ART SUPPLY	\$ 1,088.85
02/15/2019	ACH1313	KEETON'S OFFICE & ART SUPPLY	\$ 312.37
01/28/2019	37876	Locher Environmental LLC	\$ 1,661.80
02/01/2019	ACH1283	M&M CONTRACTORS INC.	\$ 6,664.60
01/03/2019	37831	MAILFINANCE	\$ 299.61
01/30/2019	ACH013019	MANSON BOLVES DONALDSON VARN, P.A.	\$ 100,000.00
02/15/2019	ACH1314	MANSON BOLVES DONALDSON VARN, P.A.	\$ 103,095.66
02/01/2019	ACH1284	MCMaster-CARR SUPPLY CO	\$ 1,325.48
01/18/2019	ACH1250	Mike Coates (v)	\$ 854.10
01/03/2019	37832	MSC INDUSTRIAL SUPPLY CO.	\$ 2,524.07
01/11/2019	37852	MSC INDUSTRIAL SUPPLY CO.	\$ 263.82
01/28/2019	37877	MSC INDUSTRIAL SUPPLY CO.	\$ 2,299.55
02/08/2019	37899	MSC INDUSTRIAL SUPPLY CO.	\$ 426.19
02/21/2019	37922	MSC INDUSTRIAL SUPPLY CO.	\$ 939.62
02/15/2019	ACH1315	NATIONAL BUSINESS FURNITURE, LLC	\$ 331.00
01/07/2019	ACH1223	Natural Resources LLC	\$ 25,005.00
02/21/2019	37923	NaturZone Pest Control	\$ 76.00
01/07/2019	ACH1224	PMC ENGINEERING LLC	\$ 2,772.68
01/25/2019	Auto12519	PNC Bank	\$ 2,177.11
02/25/2019	Auto22519	PNC Bank	\$ 6,048.07
01/18/2019	ACH1251	Practical HR Solutions	\$ 1,000.00
02/15/2019	ACH1316	Practical HR Solutions	\$ 1,800.00
02/21/2019	37924	PREFERRED GOVERNMENT INSURANCE TRUS	\$ 16,773.00
01/03/2019	37833	Premier Inspections	\$ 1,230.00
01/18/2019	ACH1252	PRO-CHEM INC.	\$ 847.50
02/15/2019	ACH1317	PRO-CHEM INC.	\$ 598.30
02/15/2019	ACH1318	PROGRESSIVE WATER RESOURCES, LLC	\$ 21,524.00
02/01/2019	ACH1285	PURVIS GRAY & COMPANY	\$ 14,162.50
01/03/2019		QuickBooks Payroll Service	\$ 86,862.60
01/17/2019		QuickBooks Payroll Service	\$ 87,315.16
01/31/2019		QuickBooks Payroll Service	\$ 87,924.60
02/14/2019		QuickBooks Payroll Service	\$ 85,797.82
02/28/2019		QuickBooks Payroll Service	\$ 84,999.52
01/11/2019	37853	RANCH PROPERTY HOLDINGS LLC	\$ 12,555.00
01/03/2019	37834	REXEL	\$ 628.84
01/11/2019	37854	REXEL	\$ 30.23
01/28/2019	37878	REXEL	\$ 10.55
02/08/2019	37900	REXEL	\$ 79.23
02/21/2019	37925	REXEL	\$ 6,911.00
02/21/2019	37926	ROGERS PETROLEUM, INC.	\$ 397.71
01/28/2019	37879	Rotary Club of Lakewood Ranch	\$ 250.00
02/21/2019	37927	SAM'S CLUB	\$ 242.86
01/11/2019	37855	SARASOTA COUNTY ENVIRONMENTAL UTILITIES	\$ 9,941.37
01/03/2019	37835	SARASOTA HERALD TRIBUNE	\$ 321.75
02/08/2019	37901	SARASOTA HERALD TRIBUNE	\$ 96.25
02/21/2019	37928	SARASOTA HERALD TRIBUNE	\$ 913.00

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Date	Document Number	Payee Name / Description	Amount
01/07/2019	ACH1225	Sharek Solutions	\$ 3,975.00
01/03/2019	37836	SHIPPING POST	\$ 26.60
01/28/2019	37880	SHIPPING POST	\$ 34.20
02/08/2019	37902	SHIPPING POST	\$ 26.60
02/21/2019	37929	SHIPPING POST	\$ 67.32
01/18/2019	ACH1253	ShredQuick, Inc.	\$ 99.00
01/07/2019	ACH1226	SIMS CRANE & EQUIPMENT	\$ 1,476.60
02/21/2019	37930	SMITH RANCH & GARDEN, INC.	\$ 540.00
01/03/2019	37837	SOLINST CANADA LTD	\$ 365.46
01/28/2019	37881	SOLINST CANADA LTD	\$ 47.50
01/03/2019	37838	SOUTHWEST MOBILE MECHANIC	\$ 400.00
01/04/2019	ADBT1419	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 1,230.29
01/18/2019	ADBT11819	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 1,230.29
02/01/2019	ADBT2119	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 1,230.29
02/15/2019	ADBT21519	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 1,230.29
01/18/2019	ACH1254	SUNSHINE ACE HARDWARE	\$ 76.91
02/01/2019	ACH1286	SUNSHINE ACE HARDWARE	\$ 359.19
02/15/2019	ACH1319	SUNSHINE ACE HARDWARE	\$ 285.03
01/18/2019	ACH1255	SUNSHINE STATE ONE CALL OF FL, INC.	\$ 49.01
01/28/2019	37882	SUPER T	\$ 2,234.20
02/15/2019	ACH1320	TEST GAUGE INC	\$ 407.75
01/03/2019	37839	THE SUN	\$ 137.28
02/08/2019	37903	THE SUN	\$ 55.77
02/21/2019	37931	THE SUN	\$ 586.30
02/08/2019	37904	THERMO ELECTRON NORTH AMERICA LLC	\$ 1,103.00
01/18/2019	ACH1256	TKW CONSULTING ENGINEERS, INC.	\$ 5,767.00
01/11/2019	37856	TRACTOR SUPPLY COMPANY CREDIT PLAN	\$ 250.00
02/15/2019	ACH1321	TRANSCAT, INC.	\$ 204.23
01/07/2019	ACH1227	TRULY NOLEN BRANCH 079	\$ 258.00
01/18/2019	ACH1257	TRULY NOLEN BRANCH 079	\$ 495.00
01/28/2019	37883	TRULY NOLEN OF AMERICA	\$ 260.00
01/11/2019	37857	U.S. BANK EQUIPMENT FINANCE	\$ 1,052.67
02/08/2019	37905	U.S. BANK EQUIPMENT FINANCE	\$ 1,052.67
02/01/2019	ACH1287	ULINE	\$ 327.52
01/04/2019	DBT1419	United States Treasury	\$ 34,402.10
01/18/2019	DBT011819	United States Treasury	\$ 32,968.80
02/01/2019	DBT020119	United States Treasury	\$ 29,533.50
02/15/2019	DT21519	United States Treasury	\$ 28,599.22
01/07/2019	ACH1228	UPS	\$ 56.92
01/18/2019	ACH1258	UPS	\$ 13.64
02/01/2019	ACH1288	UPS	\$ 10.11
02/15/2019	ACH1322	UPS	\$ 31.40
01/07/2019	ACH1229	USA Bluebook	\$ 1,397.79
01/18/2019	ACH1259	USA Bluebook	\$ 32.95
02/01/2019	ACH1289	USA Bluebook	\$ 1,819.19
02/15/2019	ACH1323	USA Bluebook	\$ 1,041.46
01/04/2019	DBT010419	Valic	\$ 34,640.32
01/18/2019	DBT1182019	Valic	\$ 28,192.37
02/01/2019	DBT12519	Valic	\$ 6,472.21
02/15/2019	dbt21519	Valic	\$ 6,432.65
02/22/2019	dbt030119	Valic	\$ 6,958.47
01/18/2019	ACH1260	VANASSE HANGEN BRUSTLIN, INC	\$ 7,105.10
02/01/2019	ACH1290	VANASSE HANGEN BRUSTLIN, INC	\$ 7,049.28
01/11/2019	37858	VERIZON WIRELESS	\$ 12.24
02/21/2019	37932	VERIZON WIRELESS	\$ 15.21
02/15/2019	ACH1324	VOYAGER FLEET SYSTEMS, INC.	\$ 3,768.99
01/11/2019	37859	WOMACK SANITATION INC.	\$ 298.00
02/08/2019	37906	WOMACK SANITATION INC.	\$ 750.00
Total			\$ 3,012,695.35

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01/18/2019	ACH1237	CHARLOTTE COUNTY UTILITIES	\$	164,694.84
02/15/2019	ACH1299	CHARLOTTE COUNTY UTILITIES	\$	164,694.84
01/03/2019	37828	FLORIDA POWER & LIGHT COMPANY	\$	124,467.70
02/08/2019	37893	FLORIDA POWER & LIGHT COMPANY	\$	119,752.26
02/15/2019	ACH1314	MANSON BOLVES DONALDSON VARN, P.A.	\$	103,095.66
01/30/2019	ACH013019	MANSON BOLVES DONALDSON VARN, P.A.	\$	100,000.00
01/28/2019	37866	CHARLOTTE COUNTY BD OF COMMISSIONER	\$	92,408.12
01/03/2019	37823	CHARLOTTE COUNTY BD OF COMMISSIONER	\$	92,407.33
01/31/2019		QuickBooks Payroll Service	\$	87,924.60
01/17/2019		QuickBooks Payroll Service	\$	87,315.16
01/03/2019		QuickBooks Payroll Service	\$	86,862.60
02/14/2019		QuickBooks Payroll Service	\$	85,797.82
02/28/2019		QuickBooks Payroll Service	\$	84,999.52
01/18/2019	ACH1240	DESOTO COUNTY (V)	\$	66,333.33
02/15/2019	ACH1302	DESOTO COUNTY (V)	\$	66,333.33
02/01/2019	ACH1279	HDR ENGINEERING INC.	\$	65,938.94
02/01/2019	ACH1281	Jacobi Carbons Inc	\$	62,142.60
02/15/2019	ACH1292	Alan Jay Automotive Management, Inc.	\$	58,586.00
01/07/2019	ACH1214	Chemtrade Chemicals US LLC	\$	51,831.64
02/15/2019	ACH1311	J. H. HAM ENGINEERING INC.	\$	51,700.99
02/01/2019	ACH1269	Brenntag Mid-South Inc	\$	43,987.18
02/01/2019	ACH1270	Chemtrade Chemicals US LLC	\$	43,977.13
01/18/2019	ACH1238	Chemtrade Chemicals US LLC	\$	41,880.18
02/15/2019	ACH1300	Chemtrade Chemicals US LLC	\$	39,917.70
01/25/2019	DBT012519	FLORIDA DIVISION OF RETIREMENT	\$	39,293.79
01/18/2019	ACH1236	Brenntag Mid-South Inc	\$	36,671.88
02/15/2019	ACH1298	Brenntag Mid-South Inc	\$	36,665.92
01/04/2019	DBT010419	Valic	\$	34,640.32
01/04/2019	DBT1419	United States Treasury	\$	34,402.10
01/18/2019	DBT011819	United States Treasury	\$	32,968.80
02/15/2019	ACH1312	Jacobi Carbons Inc	\$	32,345.40
01/07/2019	ACH1221	Jacobi Carbons Inc	\$	31,768.80
02/27/2019	DBT022719	FLORIDA DIVISION OF RETIREMENT	\$	30,643.13
02/01/2019	DBT020119	United States Treasury	\$	29,533.50
01/07/2019	ACH1213	Brenntag Mid-South Inc	\$	29,347.04
02/15/2019	DT21519	United States Treasury	\$	28,599.22
01/18/2019	DBT1182019	Valic	\$	28,192.37
01/07/2019	ACH1223	Natural Resources LLC	\$	25,005.00
01/18/2019	ACH1248	JOHNSON ENGINEERING, INC.	\$	23,162.50
02/15/2019	ACH1318	PROGRESSIVE WATER RESOURCES, LLC	\$	21,524.00
02/01/2019	ACH1275	EARTH BALANCE	\$	21,046.95
02/01/2019	ACH1280	Hudson Pump	\$	19,329.20
02/15/2019	ACH1296	BLACK & VEATCH	\$	18,205.00
02/21/2019	37924	PREFERRED GOVERNMENT INSURANCE TRUS	\$	16,773.00
02/21/2019	37920	GRAY MATTER SYSTEMS INC.	\$	14,432.04
02/15/2019	ACH1293	ALLIED UNIVERSAL CORP.	\$	14,387.67
02/01/2019	ACH1285	PURVIS GRAY & COMPANY	\$	14,162.50
01/07/2019	ACH1215	Entech	\$	13,051.50
01/11/2019	37853	RANCH PROPERTY HOLDINGS LLC	\$	12,555.00
01/18/2019	ACH1234	ALLIED UNIVERSAL CORP.	\$	12,169.98
02/01/2019	ACH1266	ALLIED UNIVERSAL CORP.	\$	12,011.65
01/18/2019	ACH1231	AIR CENTERS-FLORIDA	\$	11,722.27
02/21/2019	37913	D. M. CONSTRUCTION CORP.	\$	11,333.90
01/11/2019	37855	SARASOTA COUNTY ENVIRONMENTAL UTILITIES	\$	9,941.37
01/07/2019	ACH1209	ALLIED UNIVERSAL CORP.	\$	9,823.91
01/18/2019	ACH1245	J. H. HAM ENGINEERING INC.	\$	9,537.44
02/21/2019	37908	Bryant Miller Olive	\$	8,500.00
01/18/2019	ACH1247	JANICKI ENVIRONMENTAL, INC.	\$	8,464.00
01/28/2019	37869	D. M. CONSTRUCTION CORP.	\$	7,922.25
01/18/2019	ACH1244	HDR ENGINEERING INC.	\$	7,441.17
01/18/2019	ACH1260	VANASSE HANGEN BRUSTLIN, INC	\$	7,105.10
02/01/2019	ACH1290	VANASSE HANGEN BRUSTLIN, INC	\$	7,049.28
02/22/2019	dbt030119	Valic	\$	6,958.47
02/21/2019	37925	REXEL	\$	6,911.00
02/01/2019	ACH1283	M&M CONTRACTORS INC.	\$	6,664.60
02/01/2019	DBT12519	Valic	\$	6,472.21
01/18/2019	ACH1239	CORONADO LAWN SERVICE OF FL	\$	6,442.50

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02/15/2019	dbt21519	Valic	\$	6,432.65
02/25/2019	Auto22519	PNC Bank	\$	6,048.07
01/18/2019	ACH1256	TKW CONSULTING ENGINEERS, INC.	\$	5,767.00
01/28/2019	37874	Flotech, INC	\$	5,545.99
02/01/2019	ACH1278	Hach Company	\$	5,364.23
01/11/2019	37849	HAZEN AND SAWYER	\$	5,072.40
02/15/2019	ACH1308	GB Technologies Inc	\$	4,929.36
01/03/2019	37822	CHARLOTTE COUNTY BCC - LANDFILL	\$	4,825.21
02/21/2019	37911	CHARLOTTE COUNTY BCC - LANDFILL	\$	4,670.50
02/15/2019	ACH1304	E.F. GAINES SURVEYING SERVICES, INC	\$	4,600.00
01/07/2019	ACH1220	Instrument Specialties INC	\$	4,303.35
02/15/2019	ACH1295	BENCHMARK ENVIROANALYTICAL INC	\$	4,210.14
02/15/2019	ACH1301	CORONADO LAWN SERVICE OF FL	\$	4,155.50
02/08/2019	37889	CS3 Waterworks	\$	4,142.45
01/18/2019	ACH1241	DIANE R. SALZ	\$	4,050.00
02/15/2019	ACH1303	DIANE R. SALZ	\$	4,050.00
01/07/2019	ACH1225	Sharek Solutions	\$	3,975.00
02/15/2019	ACH1324	VOYAGER FLEET SYSTEMS, INC.	\$	3,768.99
01/11/2019	37840	AMAZON	\$	3,718.42
02/21/2019	37921	HAZEN AND SAWYER	\$	3,538.60
01/28/2019	37862	ANIXTER INC.	\$	3,446.52
01/18/2019	ACH1233	ALLIED ELECTRONICS, INC.	\$	3,279.31
01/28/2019	37865	CHARLOTTE COUNTY BCC - LANDFILL	\$	3,264.61
01/28/2019	37875	GRAY MATTER SYSTEMS INC.	\$	3,237.92
01/11/2019	37848	GRAY MATTER SYSTEMS INC.	\$	3,138.28
02/15/2019	ACH1305	FEI-FT.MYERS WATERWORKS #127	\$	3,088.35
01/07/2019	ACH1208	AIRGAS SPECIALTY PRODUCTS	\$	3,056.04
02/01/2019	ACH1264	AIRGAS SPECIALTY PRODUCTS	\$	3,018.17
01/07/2019	ACH1224	PMC ENGINEERING LLC	\$	2,772.68
01/11/2019	37845	DELL MARKETING L.P.	\$	2,693.53
01/03/2019	37832	MSC INDUSTRIAL SUPPLY CO.	\$	2,524.07
01/03/2019	37825	DEX IMAGING	\$	2,311.84
01/28/2019	37877	MSC INDUSTRIAL SUPPLY CO.	\$	2,299.55
01/11/2019	37847	Fisher Scientific	\$	2,263.41
02/01/2019	ACH1265	ALLIED ELECTRONICS, INC.	\$	2,255.40
01/28/2019	37882	SUPER T	\$	2,234.20
01/25/2019	Auto12519	PNC Bank	\$	2,177.11
02/08/2019	37891	DESOTO COUNTY WATER UTILITY	\$	2,149.20
01/18/2019	ACH1243	Hach Company	\$	2,047.87
01/03/2019	37829	FSAWWA	\$	2,000.00
01/28/2019	37873	Fisher Scientific	\$	1,960.16
02/01/2019	ACH1289	USA Bluebook	\$	1,819.19
01/07/2019	ACH1217	FEI-FT.MYERS WATERWORKS #127	\$	1,817.87
02/15/2019	ACH1316	Practical HR Solutions	\$	1,800.00
02/08/2019	37892	Fisher Scientific	\$	1,726.55
02/15/2019	ACH1310	IDEXX DISTRIBUTION INC	\$	1,719.89
01/28/2019	37876	Locher Environmental LLC	\$	1,661.80
02/21/2019	37910	CENTURYLINK	\$	1,561.70
01/03/2019	37820	CENTURYLINK	\$	1,560.80
01/28/2019	37864	CENTURYLINK	\$	1,560.70
02/08/2019	37885	Apple Video & Photography Studio	\$	1,495.00
01/07/2019	ACH1226	SIMS CRANE & EQUIPMENT	\$	1,476.60
01/03/2019	37821	CH2M HILL ENGINEERS INC.	\$	1,464.30
02/15/2019	ACH1294	AWC, INC.	\$	1,428.94
02/01/2019	ACH1261	ADECCO EMPLOYMENT SERVICES	\$	1,401.12
01/07/2019	ACH1229	USA Bluebook	\$	1,397.79
01/18/2019	ACH1235	BENCHMARK ENVIROANALYTICAL INC	\$	1,385.92
01/07/2019	ACH1204	ADECCO EMPLOYMENT SERVICES	\$	1,381.66
02/01/2019	ACH1284	MCMaster-CARR SUPPLY CO	\$	1,325.48
01/28/2019	37872	EUROFINS EATON ANALYTICAL, LLC	\$	1,263.00
01/04/2019	ADBT1419	STATE OF FLORIDA DISBURSEMENT UNIT	\$	1,230.29
01/18/2019	ADBT11819	STATE OF FLORIDA DISBURSEMENT UNIT	\$	1,230.29
02/01/2019	ADBT2119	STATE OF FLORIDA DISBURSEMENT UNIT	\$	1,230.29
02/15/2019	ADBT21519	STATE OF FLORIDA DISBURSEMENT UNIT	\$	1,230.29
01/03/2019	37833	Premier Inspections	\$	1,230.00
01/11/2019	37851	Icon Technologies	\$	1,214.29
02/01/2019	ACH1276	Entech	\$	1,173.50

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
CHECK REGISTER: JANUARY & FEBRUARY 2019
By Amount Largest to Smallest

Bank Code:		PUBLIC FUNDS INTEREST CHECKING (PNC)		
Date	Document Number	Payee Name / Description		Amount
02/15/2019	ACH1291	ADECCO EMPLOYMENT SERVICES	\$	1,128.68
02/08/2019	37904	THERMO ELECTRON NORTH AMERICA LLC	\$	1,103.00
01/11/2019	37842	CED - Port Charlotte	\$	1,099.00
02/01/2019	ACH1282	KEETON'S OFFICE & ART SUPPLY	\$	1,088.85
01/07/2019	ACH1222	KEETON'S OFFICE & ART SUPPLY	\$	1,061.25
01/11/2019	37857	U.S. BANK EQUIPMENT FINANCE	\$	1,052.67
02/08/2019	37905	U.S. BANK EQUIPMENT FINANCE	\$	1,052.67
02/01/2019	ACH1274	DONALDSON COMPANY INC	\$	1,043.04
02/15/2019	ACH1323	USA Bluebook	\$	1,041.46
01/18/2019	ACH1251	Practical HR Solutions	\$	1,000.00
02/21/2019	37922	MSC INDUSTRIAL SUPPLY CO.	\$	939.62
02/21/2019	37928	SARASOTA HERALD TRIBUNE	\$	913.00
01/28/2019	37861	AMAZON	\$	907.59
01/18/2019	ACH1250	Mike Coates (v)	\$	854.10
01/18/2019	ACH1252	PRO-CHEM INC.	\$	847.50
01/18/2019	ACH1230	ADECCO EMPLOYMENT SERVICES	\$	836.78
02/21/2019	37916	Fisher Scientific	\$	768.46
02/08/2019	37906	WOMACK SANITATION INC.	\$	750.00
02/08/2019	37895	GRAYBAR	\$	701.38
02/01/2019	ACH1271	Cimtec Automation, LLC	\$	678.76
02/15/2019	ACH1309	Hach Company	\$	648.86
01/03/2019	37834	REXEL	\$	628.84
02/08/2019	37890	DESOTO AUTOMOTIVE ENTERPRISES INC	\$	611.04
01/03/2019	37824	CINTAS	\$	601.17
02/15/2019	ACH1317	PRO-CHEM INC.	\$	598.30
02/01/2019	ACH1267	BENCHMARK ENVIROANALYTICAL INC	\$	591.83
02/21/2019	37931	THE SUN	\$	586.30
02/01/2019	ACH1272	CINTAS FIRE 636525	\$	570.00
01/28/2019	37863	CED - Port Charlotte	\$	563.90
02/21/2019	37930	SMITH RANCH & GARDEN, INC.	\$	540.00
01/07/2019	ACH1219	Hach Company	\$	513.06
01/18/2019	ACH1246	JAN-PRO CLEANING SYSTEMS OF SW FLORIDA	\$	495.00
01/18/2019	ACH1257	TRULY NOLEN BRANCH 079	\$	495.00
01/07/2019	ACH1210	ATKINS NORTH AMERICA, INC.	\$	489.28
02/08/2019	37896	HERALD TRIBUNE	\$	483.60
02/21/2019	37912	CINTAS	\$	442.40
02/21/2019	37918	GOVERNMENT FINANCE OFFICERS ASSOC	\$	435.00
02/08/2019	37899	MSC INDUSTRIAL SUPPLY CO.	\$	426.19
02/08/2019	37894	GARNEY COMPANIES INC.	\$	420.00
02/15/2019	ACH1320	TEST GAUGE INC	\$	407.75
01/28/2019	37867	CINTAS	\$	403.88
01/03/2019	37838	SOUTHWEST MOBILE MECHANIC	\$	400.00
02/21/2019	37926	ROGERS PETROLEUM, INC.	\$	397.71
02/21/2019	37914	DESOTO AUTOMOTIVE ENTERPRISES INC	\$	390.00
01/11/2019	37843	CENTURYLINK	\$	377.20
02/08/2019	37887	CENTURYLINK	\$	377.20
01/03/2019	37837	SOLINST CANADA LTD	\$	365.46
02/08/2019	37888	CHARLOTTE PLUMBING K & BATH INC.	\$	360.00
02/01/2019	ACH1286	SUNSHINE ACE HARDWARE	\$	359.19
01/07/2019	ACH1207	Air Mechanical & Service Corp.	\$	351.00
02/15/2019	ACH1315	NATIONAL BUSINESS FURNITURE, LLC	\$	331.00
02/01/2019	ACH1287	ULINE	\$	327.52
01/03/2019	37835	SARASOTA HERALD TRIBUNE	\$	321.75
02/15/2019	ACH1313	KEETON'S OFFICE & ART SUPPLY	\$	312.37
02/21/2019	37915	DMS-FINANCIAL MGMT SERVICES	\$	312.09
01/03/2019	37826	DMS-FINANCIAL MGMT SERVICES	\$	300.91
02/01/2019	ACH1262	Adobe Systems Inc	\$	299.80
01/03/2019	37831	MAILFINANCE	\$	299.61
01/28/2019	37871	DMS-FINANCIAL MGMT SERVICES	\$	298.67
01/11/2019	37859	WOMACK SANITATION INC.	\$	298.00
01/18/2019	ACH1249	KEETON'S OFFICE & ART SUPPLY	\$	293.00
02/15/2019	ACH1319	SUNSHINE ACE HARDWARE	\$	285.03
01/11/2019	37852	MSC INDUSTRIAL SUPPLY CO.	\$	263.82
01/28/2019	37883	TRULY NOLEN OF AMERICA	\$	260.00
01/07/2019	ACH1227	TRULY NOLEN BRANCH 079	\$	258.00

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

CHECK REGISTER: JANUARY & FEBRUARY 2019

By Amount Largest to Smallest

Bank Code:		PUBLIC FUNDS INTEREST CHECKING (PNC)		
Date	Document Number	Payee Name / Description		Amount
01/03/2019	37819	CED - Port Charlotte	\$	254.47
01/28/2019	37879	Rotary Club of Lakewood Ranch	\$	250.00
01/11/2019	37856	TRACTOR SUPPLY COMPANY CREDIT PLAN	\$	250.00
01/03/2019	37830	JAN-PRO OF MANASOTA	\$	249.00
02/08/2019	37898	JAN-PRO OF MANASOTA	\$	249.00
01/07/2019	ACH1211	BENCHMARK ENVIROANALYTICAL INC	\$	247.07
02/21/2019	37927	SAM'S CLUB	\$	242.86
02/21/2019	37909	CED - Port Charlotte	\$	221.94
01/18/2019	ACH1242	FRONTIER COMMUNICATIONS	\$	218.98
02/15/2019	ACH1307	FRONTIER COMMUNICATIONS	\$	218.98
01/07/2019	ACH1212	BLUSITE SOLUTIONS OF SOUTHWEST FLORIDA	\$	217.50
02/01/2019	ACH1268	BLUSITE SOLUTIONS OF SOUTHWEST FLORIDA	\$	217.50
02/15/2019	ACH1297	BLUSITE SOLUTIONS OF SOUTHWEST FLORIDA	\$	217.50
01/28/2019	37868	COLE-PARMER INSTRUMENT CO.	\$	216.43
01/03/2019	37818	ALL FLORIDA WATER-TAMPA	\$	211.58
02/08/2019	37884	ALL FLORIDA WATER-TAMPA	\$	211.58
02/15/2019	ACH1321	TRANSCAT, INC.	\$	204.23
01/11/2019	37846	DESOTO AUTOMOTIVE ENTERPRISES INC	\$	199.80
01/07/2019	ACH1218	Forestry Suppliers INC	\$	175.37
02/08/2019	37897	HOME DEPOT	\$	144.32
02/08/2019	37886	CED - Port Charlotte	\$	142.78
01/03/2019	37839	THE SUN	\$	137.28
02/15/2019	ACH1306	FORD RITZ	\$	134.85
01/03/2019	37827	Fisher Scientific	\$	133.90
02/01/2019	ACH1263	Air Mechanical & Service Corp.	\$	117.00
01/11/2019	37844	CHENANGO SUPPLY CO., INC.	\$	107.24
01/18/2019	ACH1253	ShredQuick, Inc.	\$	99.00
02/08/2019	37901	SARASOTA HERALD TRIBUNE	\$	96.25
01/28/2019	37870	DESOTO AUTOMOTIVE ENTERPRISES INC	\$	89.95
02/08/2019	37900	REXEL	\$	79.23
01/18/2019	ACH1254	SUNSHINE ACE HARDWARE	\$	76.91
02/21/2019	37923	NaturZone Pest Control	\$	76.00
01/28/2019	37860	AARON NOTARY APPOINTMENT SERVICES	\$	75.00
02/21/2019	37907	AARON NOTARY APPOINTMENT SERVICES	\$	70.00
02/21/2019	37929	SHIPPING POST	\$	67.32
02/01/2019	ACH1273	Daniel J Roberts (V)	\$	58.00
01/07/2019	ACH1228	UPS	\$	56.92
02/08/2019	37903	THE SUN	\$	55.77
01/18/2019	ACH1232	AIRGAS USA, LLC	\$	51.53
01/18/2019	ACH1255	SUNSHINE STATE ONE CALL OF FL, INC.	\$	49.01
01/28/2019	37881	SOLINST CANADA LTD	\$	47.50
02/21/2019	37919	GRAINGER	\$	44.60
01/07/2019	ACH1205	ADVANTAGE CARE INC.	\$	40.00
01/28/2019	37880	SHIPPING POST	\$	34.20
01/18/2019	ACH1259	USA Bluebook	\$	32.95
01/07/2019	ACH1206	Agilent Technologies Inc	\$	32.40
02/15/2019	ACH1322	UPS	\$	31.40
01/11/2019	37854	REXEL	\$	30.23
01/03/2019	37836	SHIPPING POST	\$	26.60
02/08/2019	37902	SHIPPING POST	\$	26.60
02/21/2019	37932	VERIZON WIRELESS	\$	15.21
01/18/2019	ACH1258	UPS	\$	13.64
01/11/2019	37858	VERIZON WIRELESS	\$	12.24
01/11/2019	37841	BILL'S BOTTLED WATER SERVI CE	\$	11.25
01/28/2019	37878	REXEL	\$	10.55
01/07/2019	ACH1216	FEDERAL EXPRESS	\$	10.34
02/01/2019	ACH1277	FEDERAL EXPRESS	\$	10.34
02/01/2019	ACH1288	UPS	\$	10.11
02/21/2019	37917	FLORIDA DEPT OF TRANSPORTATION	\$	4.06
Total			\$	3,012,695.35

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
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Bank Code: CONSTRUCTION CHECKING (PNC)

Date	Document Number	Payee Name / Description	Amount
01/07/2019	CACH33	CARTER & VERPLANCK, INC.	\$ 3,515.60
02/01/2019	CACH34	KING ENGINEERING ASSOCIATES INC	\$ 20,506.74
02/08/2019	2764	GARNEY COMPANIES INC.	\$ 10,950.00
02/15/2019	CACH35	MANSON BOLVES DONALDSON VARN, P.A.	\$ 12,611.20
Total			\$ 47,583.54

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
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01/07/2019	CACH33	CARTER & VERPLANCK, INC.	\$ 3,515.60
Total			\$ 47,583.54

***PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
April 3, 2019***

**ROUTINE STATUS REPORTS
ITEM 3**

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

Project Status Report

Project: Regional Integrated Loop System Phase 3B Interconnect Pipeline Project
[Preymore Interconnect Clark Road (SR 72)]

Date: April 3, 2019

Prepared by: Kevin Morris, Manager of Engineering & Projects

The following information summarizes the project description and current status.

Project Description

The Phase 3B Interconnect will extend the regional loop system within Sarasota County approximately 5 miles further north from the Preymore Interconnect location near the Municipal Solid Waste Complex to Clark Road (SR 72). The Phase 3B Pipeline will be bi-directional and will interconnect with the regional Phase 3A pipeline to the south and to Sarasota County's system on the north. As originally envisioned, the project included a repump facility at its northern end to boost water pressures for delivery northward, or, when operating in the reverse direction, this pumping facility would boost pressures coming southward.

Early in the Basis of Design Report effort, working closely in conjunction with County staff, an alternate configuration was developed that ultimately proved viable and will save the region significant capital and operational expense over the long term. The project team analyzed sizing the Phase 3B pipeline along with the County's planned interconnecting water main under various scenarios. The team showed that the Phase 3B pipeline could deliver water to the County's Pump Station No. 5 as well as a future repump facility located another 7 miles further north at the juncture between future Phases 3C and 3D without the need for booster pumping at SR 72 (Clark Road). This effectively eliminates one of the repump stations originally envisioned more than 10 years ago as part of the regional integrated loop system.

Another development has been the completion of a two county water system hydraulic model for Sarasota and Manatee Counties. This model, developed by Carollo Engineers under contract with the counties, is a valuable decision tool that can be used to evaluate regional loop elements. The model provides a sophisticated methodology whereby water demands are disaggregated granularly across the region from a spatial perspective and it also includes the existing web of distribution piping down to minor conveyances as small as 3 and 4-inches in diameter. This model is a valuable regional resource that can be used to analyze various interconnection and pumping scenarios and will serve useful for water managers as they consider improvements at regional and sub-regional system level. Discussions regarding commitments to Phase 3D and future Phase 3C pipeline segments are ongoing.

Current status

In December 2015 the Board approved initiation of design work on the Phase 3B Interconnect. Final Design on the project is complete, the remaining permit needed, the permit from the U.S. Army Corps of Engineers necessary to construct the project has been received.

The project team has developed temporary construction and permanent utility easements over County properties and those easements have been reviewed by the County Real Estate Department and are tentatively scheduled for a May timeframe Sarasota BOCC meeting for approval.

The project team is working with County staff and consultants to coordinate with the interconnecting pipeline that the County is building to convey water from the termination point of Phase 3B to County Pump Station No. 5 located on Proctor Road. The two pipelines are intended to operate as a system together, and it was envisioned that they would be timed to complete construction within the same time window. The County's pipeline design is completed and they are in property acquisition. The proposed construction duration for the Authority's project is 19 months and for the County's project, 24 months. Authority and County staff continue to have discussions about how to best coordinate scheduling of the two projects.

Project History Briefing

Project: Phase 3B Regional Interconnect Pipeline Project

Date: April 3, 2019

Prepared by: Kevin Morris, Manager of Engineering & Projects

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

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

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

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

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

- April 18, 2016 Project meeting with Florida Power and Light (FP&L) including staff from King Engineering Associates Inc. and the Authority at the FP&L Hammock Place Substation Operations Center in Sarasota. The group discussed co-locating water lines within or proximate to existing power transmission corridors for the Phase 3B as well as Phase 1 regional interconnect pipeline projects.
- June 20, 2016 Project meeting with Sarasota County staff including staff from King Engineering Associates Inc., the Authority and SWFWMD staff at Sarasota County BOB building. The group discussed potential pipeline corridors and the project team elicited County input on suitability of corridors north of SR 72 (Clark Road). Although the Phase 3B project does not currently extend northward of Clark road at this time, where Phase 3B gets installed will greatly influence the routing for future Phase 3C anticipated sometime after the year 2022. County staff expressed a preference for routes further east, away from existing development where there are fewer existing encumbrances. Many of the eastward routes under consideration also would likely involve lower land acquisition costs since the County owns much of the land along those potential routes. The Project team also discussed conceptual level costs.
- June 21, 2016 Amendment No. 1 was issued to King Engineering Associates, Inc. for Work Order No. 1 to fund an effort behind identifying potential parcels for a Phase 3C pump station in the vicinity of Fruitville and Lorraine Roads. Although this pump station will not be constructed as a part of Phase 3B, it was deemed prudent to start the search activity now while vacant, undeveloped lands were still available in that region. This effort will only identify suitably sized parcels; it does not include contacting landowners to assess their willingness to sell not real estate negotiations. This work was funded using \$24,849 of the Owner's Contingency Allowance.
- August 2, 2016 Met with a property owner along one of the potential routes to discuss potential easement acquisition: Roman Catholic Diocese of Venice.
- August 16, 2016 Met with a property owner along one of the potential routes to discuss potential easement acquisition: LT Partners, LLLP.
- August 16, 2016 Met with a property owner along one of the potential routes to discuss potential easement acquisition: Mrs. Hawkins.
- September 6, 2016 Presented summary of potential Phase 3B pipelines routes and discussed selection criteria and weighting factors with Sarasota

County staff. At this point all of the environmental assessments have been completed including wetland assessments, protected species reviews, floodplain issues and soils reviews. In addition, all potentially affected private property owners along the routes have been contacted regarding acquisition of easements and that feedback was shared with County staff. King Engineering indicated route selection would be completed within the next 2 weeks and the draft Basis of Design Report was tentatively planned for completion by the end of the month.

Finally, the effort to conceptually lay out a future Phase 3C pump station and identify suitable parcels for acquisition was completed and staff was briefed on those findings and recommendations.

- September 8, 2016 Provided electronic copy of Pump Station Siting Memorandum to County staff for review.
- October 24, 2016 Authority staff reviewed draft chapters of the BODR and provided feedback and comments to King Engineering.
- October 28, 2016 Provided update to Sarasota County staff on status of the project at the County's BOB facility.
- November 8, 2016 King Engineering hand delivered the draft BODR (hardcopies and CDs) to the Authority's Lakewood Ranch office.
- November 9, 2016 Hand delivered the draft BODR report for review and comment to Sarasota County (hardcopy and CD) and in electronic version (CD) only to the following: Charlotte County, Desoto County, Manatee County and the City of North Port.
- November 17, 2016 Transmitted copies of the draft BODR to both of the project's FDEP and SWFWMD Project Managers, respectively for consideration and comment.
- December 1, 2016 Received review comments on the draft Phase 3B BODR from SWFWMD project manager.
- January 3, 2017 Coordination meeting with King Engineering Associates, Inc. to develop scope for final design work order.
- February 1, 2017 Authority Board Meeting at the PRF. At this meeting:
 - The Board accepts draft Phase 3B Pipeline BODR.
 - The Board is briefed on the concept of dislocating the Phase 3B Pump Station from the Pipeline Project and

migrating the pump station further north where there is greater immediate need.

- Board authorizes Work Order No. 2 ‘Phase 3B Interconnect Final Design, Permitting and Bid Phase Services’ to King Engineering Associates, Inc., for an amount not to exceed \$1,090,391. This effort included a task to complete a BODR for the Pump Station to be returned to the Board within the next 4 months.

- February 9, 2017 Project coordination meeting with SWFWMD staff to discuss cooperative funding for the project. Topics discussed included schedule, cost and deliverables and legal review and coordination of agreements.

- March 10, 2017 Project coordination meeting with Sarasota County staff at the Sarasota County Central Solid Waste Complex attended by County Solid Waste, County Stormwater and County Utilities staff. Topics discussed included gaining access to the route for project surveyors and the soils testing and ecological consultants. We also discussed how to navigate around/under/over county conveyances and roads with our pipeline.

- March 10, 2017 Received authorization from Sarasota County Solid Waste for surveyors to access the pipeline route to commence gathering topographic data.

- March 30, 2017 Project update meeting with Sarasota County staff at the County’s BOB location off Fruitville Road attended by County staff, Authority staff and King Engineering.

- April 7, 2017 AWWA Annual Water Taste Testing Event conducted at the SWFWMD’s Fruitville Road location. The guest speaker from Carollo Engineers and provided an overview of a Two County Water System Hydraulic Model they were working to complete for Sarasota and Manatee Counties.

- April 26, 2017 Workshop at the Sarasota County BOB location with Sarasota and Manatee Counties and their mutual consultant, Carollo Engineers, to discuss the recently completed Two County Water System Hydraulic Model.

- May 1, 2017 Project coordination meeting with the SWFWMD in the Tampa Service Office to meet their designated 3rd party reviewer for the project (CDM) and to discuss coordination details, data needs, schedule and expectations.

- May 9, 2017 As agreed with Sarasota County staff, King Engineering Associates, Inc. reached out to Sarasota National Cemetery representatives to register interest in utility easements along the southern boundary of their property and inquire about the cemetery's willingness to cooperate on such a venture.
- May 15, 2017 King Engineering provided electronic copy of the draft Phase 3B Pump Station BODR for review and comment.
- May 16, 2017 Pre-application meeting with the FDEP in Fort Myers, FL.
- May 19, 2017 Completed internal review of Phase 3B Pump Station BODR and transmitted to King Engineering for implementation.
- May 22, 2017 Transmitted an electronic copy of the draft Phase 3B Pump Station BODR to Sarasota County for review and comment.
- May 22, 2017 Provided project WaterCAD model to the SWFWMD for their designated project 3rd party reviewer (CDM).
- May 24, 2017 Pre-application meeting with the US Army Corps of Engineers in Tampa, FL.
- May 24, 2017 Received final Phase 3B Pipeline BODR electronically. Changes from the draft BODR document accepted by the Authority Board in February are not substantive but editorial in nature.
- June 2, 2017 Received comments from Sarasota County on Phase 3B Pump Station BODR document responded in kind the same day. Several questions were answered and County preferences expressed that the Authority agreed to implement should this project proceed to the final design stage.
- June 2, 2017 Progress Meeting with King Engineering Associates at the Authority's Lakewood Ranch Office.
- June 7, 2017 Authority Board of Directors accepts the Final Phase 3B Pipeline BODR and the Final Phase 3B Pump Station BODR documents.
- June 12, 2017 Project team met with Authority legal counsel to generally discuss easement acquisition processes. The Phase 3B route falls entirely on County-owned property and so it is not envisioned that private easement acquisition will be necessary. This meeting was more a perfunctory opportunity to meet with counsel to advise them on the overall status of the project and confirm the current understanding of overall easement needs.

- June 23, 2017 King Engineering presented the compressed vertical profile for the pipeline, known in the industry as an “EKG” because it resembles a graph similar to the up and down pattern reflected in a heartbeat monitor. This tool is used to determine the relative high and low points of the pipeline which govern the installation locations for pipeline air relief valves and blow offs.
- July 3, 2017 Project team made the decision to case the 3B pipeline where it crosses from the west to the east side of the 100 foot right-of-way strip which serves as an alternate access route to the landfill from Clark Road. This will better ensure that the pipeline will be unaffected in the future should this transportation corridor door be developed.
- July 11, 2017 Transmitted Copies of Final Phase 3B Pump Station and Pipeline BODRs to FDEP point-of-contact.
- July 18, 2017 Site visit with SWFWMD staff and staff from their 3rd party reviewer, CDM.
- July 25, 2017 Met with project team at King’s Tampa Offices to view mechanical pipe joint coupling hardware alternatives and listen to technical presentation by Northwest Pipe Inc. about their products for use in this project.
- August 18, 2017 Consultant reviewed the design specifications for the County’s CS-03 slide gates that will hold back water during the constructed crossing of the main north-south Dona Bay conveyance channel. The team found that these gates would be acceptable to hold back the full channel height of water during construction.
- August 18, 2017 Consultant developed an analysis of the comparative cost and difficulty of construction corridor width through wetlands. A more narrow path adds construction complexity but impacts fewer wetlands and costs less from a mitigation standpoint. Authority staff directed Consultant to utilize the most narrow practical path possible through the wetlands (30-feet wide). The expected net construction cost impact of this decision was under \$10,000.
- August 30, 2017 Met with SWFWMD staff, King Engineering staff and CDM staff at SWFWMD’s Tampa office to review 3rd party review comments on the Phase 3B Interconnect Pipeline BODR.
- September 14, 2017 Consultant delivered 60% design drawings to Authority staff.

- September 20, 2017 Authority staff delivered review copies of 60% Design Package to Sarasota County Utility Staff as well as the Solid Waste Department since the project is constructed on lands which fall under their purview.
- September 20, 2017 SWFWMD shared final 3rd party review of the Phase 3B Pipeline Interconnect BODR with Authority staff.
- September 27, 2017 Tentatively scheduled to submit Army Corps of Engineers permit application for the project
- October 9, 2017 Submitted Army Corps of Engineers permit application for the project.
- October 10, 2017 Authority staff received draft project technical specifications from King Engineering.
- October 10, 2017 Project team reached consensus on approach on the design approach in the area of the CS-03 flow way in deciding not to rely upon the County weir structure for upstream channel flow control. The design concept will include a double sheet pile wall on either side of the excavation – this reduces risk to the County structure and the pipeline construction project.
- October 23, 2017 FDEP project manager indicated receipt and acceptance of the 60% design package.
- October 23, 2017 Sarasota County Stormwater Department indicated they had no comments on the plans.
- October 30, 2017 Sarasota County Solid Waste Department provided review comments on the 60% Design Plans.
- October 30, 2017 Project team noted discrepancies in the CDM 3rd party review cost estimate document to SWFWMD project manager, however, these discrepancies did not result in a material difference to the estimate.
- November 6, 2017 Project team is coordinating with the Sarasota County Solid Waste Department to insure that the casing design for the pipeline under the haul road is sufficient to handle loading of loaded articulated dump truck traffic.
- November 8, 2017 Received feedback from Sarasota County Transportation Department of a future roadway that could cross the pipeline and the project team is working on design changes to reflect a casing in

this area so that the roadway could be built over the line without impact to the pipeline.

- November 14, 2017 Project team scheduled a site visit to Sarasota County Pump Station No. 5 for December 4th to view the site with the intent of possibly coordinating flushing and disinfection between the Authority's Phase 3B and the County's 24" pipelines.
- November 17, 2017 King Engineering provided the final Geotechnical Exploration Report for the pipeline route.
- December 4, 2017 The project team toured Sarasota County Pump Station No. 5 to better understand how the Phase 3B project needs to integrate with the County water system.
- December 6, 2017 In a meeting with County personnel the request was made to add fiber optic conduit along with the pipe to give the County the flexibility of pulling in fiber cables for communications/data in the future. Authority staff conferred this direction to the King project team.
- December 28, 2017 Sarasota County personnel (Planning & Development Services/Environmental Protection Department) advised that utility work is exempt from tree permitting except for "Grand Trees" (trees of exceptionally large trunk diameter). There is one such tree along our planned route and the project team is considering the various options.
- January 4, 2018 The King project team provided the Authority with 90% Design documents. Authority staff began their internal review.
- January 12, 2018 The project team coordinates specifications for the requested fiber optic conduit to be buried coincident with the pipeline.
- January 18, 2018 The project team is preparing to submit the ERP permit application to FDEP and has requested a permit application fee check.
- January 22, 2018 Consistent with our intent to prequalify contractors for this project, staff is reviewing the draft Request for Statements of Qualifications developed by King Engineering. It is anticipated that this process will commence shortly culminating with a list of approved contractors being presented for the Board's consideration in April 2018.
- January 23, 2018 Delivered 90% Design Documents to Sarasota County, FDEP and SWFWMD for review.

- February 1-6, 2018 Began coordination with Water Supply Authority legal counsel on easement matters.
- February 9, 2018 Published advertisement constituting the Invitation to Submit Statements of Qualifications for Contractor Prequalification for the Phase 3B Pipeline.
- February 16, 2018 Issued Addendum # 1 to the Invitation to Submit Statements of Qualifications under the Contractor Prequalification effort which began on February 9th.
- February 16, 2018 Received review comments from Solid Waste Department that included corrective notes on about a dozen sheets, clarification of soil/fill management expectations, locations for contractor staging areas and access instructions. Solid Waste also expressed caution about potential land use issues that could be associated with truck/contractor access from SR 72 (Clark Road). Finally, they reminded the team of the private property owner who has an easement over county lands that we will need to cross to build the pipeline (*note, this is the same issue was addressed in the earlier bullet reflecting activity from February 1st -6th).*
- February 27, 2018 Issued Addendum # 2 to the Invitation to Submit Statements of Qualifications under the Contractor Prequalification effort which began on February 9th.
- March 1, 2018 Received notice of “no comments” from the Sarasota County Stormwater Department, but they had been copied on the earlier Solid Waste Department’s comments and so had been fully integrated into the discussions from that Department’s review.
- March 1-2, 2018 Sought and received confirmation from the County Solid Waste Department regarding areas it would be suitable for the pipeline contractor to stage from without impacting County operations on the site.
- March 2, 2018 Review meeting with Sarasota County Utilities. The project team was notified that the County intended to construct a 30-inch diameter interconnecting line. The terminal end assembly had originally been sized for 24-inch diameter pipe. The project team indicated they would likely increase the Water Supply Authority pipe to match but needed to discuss with other stakeholders first. The group also discussed options for dealing with a ‘grand tree’ that had been identified along the project route and decided it would be best to schedule a follow-up meeting with County

Natural Resources personnel and involve them in the decision process.

- March 12, 2018 Received prequalification SOQ packages from perspective contractors.
- March 13, 2018 Received FDOT permit for construction along Clark Road (SR 72).
- March 20, 2018 King Engineering develops a letter of recommendation regarding contractor prequalification and Authority posted the Notice of Intended Decision on its website indicating that all five (5) of the Prime Contractors who submitted packages were deemed suitable and recommended they all be approved as Prequalified.
- April 4, 2018 Authority Board of Directors accepts and approves list of prequalified contractors to include (listed alphabetically):

Felix Associates	Stuart, Florida
Garney Construction	Clearwater, Florida
Reynolds Construction	Pompano Beach, Florida
Westra Construction	Palmetto, Florida
Woodruff & Sons	Bradenton, Florida

- April 11, 2018 FDEP issues draft ERP permit.
- April 11, 2018 Project team meets with Sarasota County environmental manager James Dieroff to discuss possible alternatives for the Grand Tree identified along the route.
- April 18, 2018 Project team identified that expected detail regarding mitigation appeared to be missing from the FDEP draft ERP permit, contacted FDEP to discuss and through discussion realized coordination issues stemmed from submittal of the entire BODR, which included all possible routes considered as supplemental information. Project team promised to send revised supplemental information more finely tuned to the selected route that is needed to update the draft ERP by the end of the month.
- April 24, 2018 Project team provides U.S. Army Corps of Engineers permit reviewer with supplemental information requested to help clarify the many legs of the regional integrated loop system pipeline phases and segments.

- April 24, 2018 Notified County and District Project Managers that legal counsel advised resolutions be passed at the next Authority Board Meeting confirming route of the pipeline as well as necessity for need of easements to enable easement acquisition through eminent domain procedures if needed. The preferred path forward will be through amicable negotiations but underpinned by ability to avoid protracted delays if that strategy proves fruitless.
- May 4, 2018 Project team provided to FDEP suggested modifications to the draft project ERP language to clarify certain information including the selected route and mitigation details.
- May 9, 2018 At regularly scheduled professional staff meeting, Authority staff conferred with Sarasota County staff about the above-described easement acquisition plan and the value in scheduling a project update/progress meeting for various key County staff.
- May 9, 2018 Project team met with newly assigned Army Corps permit reviewer to provide a briefing on the project.
- May 10, 2018 Submitted Grand Tree Permit application to Sarasota County.
- May 11, 2018 Army Corps permit reviewer initiates contact with adjacent property owners (this is an important part of their permitting process).
- May 16, 2018 At prompting from County Engineering Consultant Kimley Horn, provided updated hydraulic residence time calculations as developed by King Engineering for the Phase 3B design inclusive of the final pipe sizes/lengths selected.
- May 24, 2018 A meeting was conducted with the single private property interest along the route to provide information, assurances and discuss accommodation of needed permanent and temporary construction easements over property owner's existing ingress/egress easement. The meeting was cordial and a mutually agreeable and amicable path forward was planned.
- May 25, 2018 Army Corps of Engineers publically noticed the project which is a precursor step to permit issuance. The deadline for comments is June 18, 2018.
- June 19, 2018 Negotiated FDEP concurrence to utilize credits from the Myakka Mitigation Bank for this project as there was no other viable options close by.

- June 26, 2018 Submitted Water Main Construction Permit application to the Sarasota County Health Department.
- July 2, 2018 Project team discusses how to best feed fiber optic through casing pipes along with the carrier pipe.
- July 6, 2018 Received direction from Sarasota County Real Estate Department on County expectations for temporary construction and permanent utility line easements.
- July 10, 2018 Received appraisal for Houghtaling access rights, they are of nominal value which would have been useful for condemnation but with amicable negotiations proceeding to cooperatively use the 100' wide strip of land with Mr. Houghtaling, this fact may be immaterial.
- July 12, 2018 Received Sarasota County Department of Health permit for the project.
- July 17, 2018 Participated in meeting with Sarasota County Utility staff on coordinating the Phase 3B pipeline with the County's line from Pump Station No. 5. The group also discussed the inclusion of several casings for possible future roadways. The consensus was that this is good insurance, if the roads are ever built, we will be ready for them, otherwise there might be a need for service interruption in the future to accommodate roadway construction.
- July 18, 2018 Published notification of ERP and ERP Modification.
- July 23, 2018 Submitted RAI # 1 response to the Army Corps of Engineers.
- July 27, 2018 Met with Sarasota County Real Estate Department to give a presentation on the project to provide background for the multiple easements we will be seeking from the County.
- July 30, 2018 Shot aerial drone footage of the project route to use in discussions with County staff.
- August 6, 2018 Received direction from Sarasota County to make a presentation to the County Solid Waste and Stormwater Departments to keep them informed about the pipeline project, to help them understand how it might impact their operations and to solicit suggestions for ways to improve the project.
- August 13, 2018 Met with Authority legal counsel to discuss upcoming contract preparation work.

- August 22, 2018 Met with personnel from the County Stormwater and Solid Waste Departments to present an overview of the pipeline project and solicit feedback/suggestions.
- August 29, 2018 Authorized use of contingency funds to prepare temporary construction and permanent easements descriptions and sketches requested by Sarasota County Real Estate Department.
- September 10, 2018 Army Corps of Engineers staff contacted King Engineering for supplemental wetland mapping information.
- September 10, 2018 Project team realized that the proposed solar powered automated access gate to be installed to protect Mr. Houghtaling's driveway needs to be moved south about 250 feet to reach an area that is sufficiently free of trees so that the solar panels would be assured to receive adequate sunlight.
- September 13, 2018 Army Corps of Engineers staff requested copies of the FDEP ERP permit which had been granted.
- September 18, 2018 Revised project schedule to show tentative hold on bidding until May 2019 to allow time for the County's water main design to progress to a point where we can better assure both pipelines will be completed at about the same time (early 2021).
- September 19, 2018 Received draft US Army Corps of Engineer's permit.
- October 9, 2018 Returned US Army Corps of Engineer's permit executed with no objections.
- October 10, 2018 Remitted payment in the amount of \$11,830 to the Myakka Mitigation Bank, LLC for 0.07 offsetting Palustrine Freshwater Forested credits for pipeline impacts.
- November 8, 2018 Joined with County staff for a public meeting at the Lakeview Elementary School to discuss the Phase 3B Interconnect Project and the County's proposed pipeline connecting to Phase 3B with interested citizens.
- December 24, 2018 Responded to questions from County staff on recommended setbacks from the pipeline for Dona Bay excavations.
- December 27, 2018 Worked with County staff to secure acceptable contractor staging areas for the pipeline project.

- December 28, 2018 Worked with County staff to secure acceptable contractor staging areas and site access control for the pipeline project.
- January 9, 2019 Provided County Real Estate Department with draft temporary construction easements and permanent utility easements for review.
- February 13, 2019 County Real Estate Department approves form of temporary construction easements and permanent utility easements and tentatively schedules easements to be presented to Sarasota County BOCC in May 2019.
- March 19, 2019 Authority legal counsel coordinating access agreement documents with the single private landowner who has an ingress/egress agreement with the County over a portion of the pipeline route.

***PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
April 3, 2019***

**ROUTINE STATUS REPORTS
ITEM 4**

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

Project Status Report

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

Date: April 3, 2019

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

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

Project Description

The Phase 1 Interconnect will provide a plant-to-plant connection between the Peace River Facility in DeSoto County with the Punta Gorda Shell Creek Water Treatment Plant in Charlotte County. The project will support the City in meeting drinking water quality requirements through blending with regional supply, provide back-up water supply to the DeSoto County system, and improve regional and local water supply system reliability. The Phase 1 Pipeline is bi-directional and is envisioned to deliver up to 4-million gallons per day (mgd) of regional finished water to the City's Shell Creek Facility and to receive up to 2-mgd from the Shell Creek Facility. The estimated project cost is \$12-million.

The project scope includes:

- Approximately 6.3 miles of a minimum of 24-inch diameter pipeline
- A subaqueous crossing of Shell Creek by Horizontal Directional Drilling (HDD)
- Metering/SCADA and telemetry at connection facilities
- Need for pumping and storage facilities (evaluated during design)
- Conceptual route(s) (evaluated during design).

The Phase 1 Interconnect begins at the terminus of the regional system's DeSoto Regional Transmission Main on U.S. 17 at the DeSoto/Charlotte County line, continues south along U.S. 17, east and south along Washington Loop Road, south along Three Rivers Road adjacent to an abandoned railroad corridor, and across Shell Creek to the City's Shell Creek WTP.

Current status

The Phase 1 Interconnect was Board approved for Design by King Engineering Associates, Inc. (King) on February 25, 2016. Bids were solicited from pre-qualified contractors (6) on October 4, 2018. The Bid Opening was held on November 7, 2018, five of the six, pre-qualified bidders submitted bids. The apparent low bidder was Reynolds Construction with a bid price of \$8,228,000. At the December 5, 2018 Board Meeting, Reynolds was awarded the Construction Contract, and King Engineering's Work Order for Construction Phase Services was approved. Additionally, the Board approved negotiations for final property acquisition. Subsequently, required property was acquired. The Authority issued the Notice to Proceed to Reynolds on January 24, 2019.

Notice to Proceed was issued to Reynolds Construction, LLC on January 24, 2019. The project team has been coordinating on early job activities including: shop drawing submittals, establishing job protocols, setting up the project schedule, developing the schedule of values and agreement on pay application format/processing instructions. The contractor has mobilized the Engineer's field office to the site and is working to get them connected to necessary utilities. Pipe installation is still several weeks off due to the lag time between approved shop drawings and the fabrication, coatings application and shipment of pipe. The Phase 1 Project is currently on schedule and on budget.

Project History Briefing

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

Date: April 3, 2019

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

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

- July 24, 2015 - The Authority Advertised for Consultant Statement of Qualifications (SOQs) for engineering design and construction management services for the Phase 1 Regional Interconnect Pipeline Project.
- August 25, 2015 - Deadline for consultant SOQ package. Five SOQ packages were timely received by the following:
 - Atkins North America, Inc.
 - Johnson Engineering, Inc.
 - Kimley Horn and Associates, Inc.
 - King Engineering Associates, Inc.
 - TKW Consulting Engineers, Inc.
- August 28, 2015 - Electronic Copies of the SOQ Packages were distributed to member and customer utility directors and the SWFWMD for feedback or comments. Feedback was requested by September 14, 2015.
- Sept. 22, 2015 - A short list of three Consultants were listed in alphabetical order and posted on the Authority Web Site.
 - Atkins North America, Inc.
 - King Engineering Associates, Inc.
 - TKW Consulting Engineers, Inc.
- October 7, 2015 - Short listed consultants gave their presentations and were interviewed by the Authority Board. King Engineering Associates, Inc. was selected by the Board for the Phase 1 Project.
- December 2, 2015 - The Authority Board approved the Interlocal Agreement for the Phase 1 Regional Interconnect Between the PRMRWSA and the City of Punta Gorda.
- December 2, 2015 - The Consent Request for approval of the Authority/Punta Gorda Phase 1 Interconnect Project was submitted to the Charlotte County Board of County Commissioners.

- February 23, 2016 - Charlotte County Board of County Commissioners granted Consent for the Phase 1 Interconnect Project.
- February 25, 2016 - The Authority Board (Special Board Meeting) Approved the following:
 - The Interlocal Agreement between PRMRWSA and DeSoto County for the Phase 1 Regional Interconnect.
 - The Cooperative Funding Agreement between the SWFWMD and PRMRWSA for the Phase 1 Regional Interconnect for a total of \$12 million. Subdivided into Punta Gorda payment of \$2 million, State Appropriations of \$4 million and SWFWMD Cooperative Funding of \$6 million.
 - The Contract for Professional Engineering Services for Design and Construction Management/Inspection for the Phase 1 Regional Interconnect with King Engineering Associates, Inc. King).
 - Work Order No. 1 for Preliminary Design Services of Phase 1 with King in the amount of \$278,760. The effort for completion of Work Order 1 is 180- calendar days from the Notice-to-Proceed date.
- March 5, 2016 - Pending execution of the Cooperative Funding Agreement between the SWFWMD and PRMRWSA for the Phase 1 Regional Interconnect the Notice-to-Proceed was issued to King for Work Order 1, Preliminary Design Services.
- March 15, 2016 - The Phase 1 Interconnect kickoff meeting was held at the Peace River Facility. The meeting was attended by Authority staff, SWFWMD, King and the City of Punta Gorda.
- April/May 2016 - On April 18, 2016, a Coordination Meeting was held with Florida Power and Light, regarding Easements/ROW on potential project Routes. The meeting was attended by King, Authority, and FPL.

On April 28, 2016, a Project Progress Meeting held. The meeting was attended by the Desoto County, SWFWMD, King and Authority staff. Items discussed included:

1. Status of Preliminary Engineering Effort
2. Project Metering and SCADA requirements
3. Operations of Project Prairie by Desoto County
4. Status of Route Evaluations
5. Schedule for BODR

On May10, 2016, a Project Progress meeting was held with the Desoto County at the South Booster Station/Project Prairie site. The meeting was attended by Desoto County, King, and Authority staff. The group toured the site including the pump building, yard piping routes, and meter assemblies. Desoto County described how water flow is control at the Booster Station. Phase 1 yard-piping, meters and telemetry alternatives as well as potential site locations for new meter assemblies were discussed.

Also on May 10, 2016 a Project Progress meeting was held with Punta Gorda at the Shell Creek Water Treatment Plant. The meeting was attended by Punta Gorda, King and

Authority staff. Phase 1 connection points at the Plant, metering, and telemetry were discussed. Coordination between the Phase 1 and the City's RO Plant construction schedules were also discussed. The group toured the Shell Creek reservoir and dam. King explained alternate construction methods for crossing Shell Creek that are being evaluated. The City plans to implement and operate Phase 1 flow control set points similar to the current Phase 1A flow control scheme.

- June/July 2016 - On June 23, 2016, a Project Progress Meeting was held. The meeting was attended by the City of Punta Gorda, Desoto County, SWFWMD, King and Authority staff. Items discussed included:
 1. Status of Preliminary Engineering Effort
 2. Pipeline Hydraulics, including City, and County demands and delivery points. An interim connection at Shell Creek was discussed since the Phase 1 Interconnect is scheduled to be completed prior to the Shell Creek RO Facility.
 3. Status of Route Evaluations; discussions focused on Phase 1 Interconnect Routes evaluated in the 2006 Routing Study (4-Routes) and a new Route 5, per King.
 4. Discussions/concerns regarding the Hendrickson Dam embankments, including embankment geotechnical issues that occurred during the 2009 Dam Improvements Project.
 5. Pros and cons for pipe crossing methods/locations @ Shell Creek.
 6. Land Requirements for the new Route 5 (west of the Hendrickson Dam) adjacent to the FPL ROW.
 7. Next period King will complete the Route Evaluation which includes re-evaluation of 4-routes from the 2006 Regional Integrated Loop System Feasibility/Routing Study and Route-5 per King.
 8. A Public Meeting for the Phase 1 Interconnect will be schedule in early August.
 9. Development of the Basis of Design Report by King is on schedule and on budget.

- August/Sept. 2016 - On August 11, 2016, a Project Information Meeting was held at the Laishley Park Municipal Marina in Punta Gorda from 6:00pm to 8:00pm. In addition to private citizens, the meeting was attended by the City of Punta Gorda, Charlotte County, SWFWMD, King and Authority staff. Three potential routes, Route 1, Route 2 and Route 5, were shown on poster boards and discussed with attendees. Private citizens were provided with comment cards and asked to provide a preference ranking of the routes.

Poster boards regarding, how the Phase 1 pipeline fits into the Authority's Regional Vision for transmission mains to interconnect water treatment plants, project goals, funding sources, construction methods for crossing Shell Creek and Schedule were also shown and discussed with attendees.

The Project Information Meeting was advertised in local papers and over 250 letters of invitation were sent out to residents and businesses along prospective routes, and to Local and State government officials.

On August 17, 2016 an Operations Coordination Meeting was held with the City of Punta Gorda to discuss operations, meter configurations and instrumentation, residuals and connection points for the Phase 1 Interconnect at the Shell Creek Water Treatment Plant.

Much of the meeting focused on interim operation of the Phase 1 Interconnect prior to the City's Reverse Osmosis Treatment Plant coming on line. The meeting was attended by King, City and Authority staff.

On September 15, 2016 an Operations Coordination Meeting was held with Desoto County to review the status of the Phase 1 Project with the County and to discuss future operations, meter configurations, instrumentation and connection points for the Phase 1 Interconnect at the County's Project Prairie facility.

The Authority is currently reviewing draft sections of the Basis of Design report. King Engineering Associates continues to evaluate pipeline routes, and develop preliminary design requirements and Opinion of Probable Construction Costs for each prospective pipeline route.

- Oct./Nov. 2016 - On September 26th King submitted the preliminary draft of the Basis of Design Report (BODR) to the Authority. The Authority reviewed and forwarded comments to King on October 6th. The preliminary draft BODR did not include results for soil borings in Shell Creek at the proposed Route 2 and Route 5 creek crossings as discussed below. Per the preliminary draft BODR, Route 2 is now proposed to cross downstream of the Hendrickson Dam (previously it was going to cross upstream of the Dam). The Route 2 Shell Creek crossing by horizontal directional drill was moved downstream because it is shorter/less expensive.

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

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

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

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

- Dec. 2016 & Jan. 2017 - At the December 7, 2016 Board Meeting, King presented the Phase 1 Interconnect, final draft Basis of Design Report (BODR). Three routes were assessed by King during preliminary engineering. King recommended Route 2, which follows the

original Phase 1 Interconnect Route from the 2006 60%-complete Phase 1 Design Build Project, with the following exceptions:

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

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

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

- February & March 2017 - The Board approved King's Work Order 2 for 'Design, Permitting and Bid Phase Services at the February 1, 2017 Board Meeting. King was issued the Notice-To-Proceed for Work Order 2 on February 10th. A Kickoff Meeting for the Design Phase was held on February 15th.

On March 1st a meeting was held with King, the Authority and the president of the Three Rivers Home Owners Association to discuss the proposed horizontal direction drilling (HDD) alignment at Shell Creek. The Three Rivers HOA does not have any issues with the proposed HDD alignment passing under the HOA's boat ramp property located on the north side shore of Shell Creek, downstream of the Hendrickson Dam. Additionally, King has been in communication with private property owners along the proposed (HDD) route at Shell Creek where easements may be required.

On March 6th an Operations Coordination meeting was held with the City of Punta Gorda at the Shell Creek Facility (SCF). Discussions focused on the Phase 1 Interconnect connection at the SCF, use of proposed pumps in the existing clear well to be dedicated to the Phase 1 Interconnect (for pumping flows south to north), communications from the new meter station to the SCF via fiber, and power for the new meter station.

- In March geotechnical boring were performed in and around Shell Creek for the proposed horizontal direction drilling subaqueous crossing of Shell Creek. The dam transects survey for the HDD alignment was also completed. Identification, collection of information and

survey of environmental sensitive areas is underway for permitting in the vicinity of Shell Creek.

During this period King has completed the majority of the topo survey of the Phase 1 Interconnect alignment. King provided proposed plan drawings of the alignment to other utility providers along the Phase 1 route to coordinate and identify potential infrastructure conflicts. The Project design drawings are 30% +/- complete. Currently, the Project is on time and on budget.

- April & May 2017 - Project Progress Meetings were held on April 25th and May 10th and attended by King the Authority, SWFWMD (April) and the City of Punta Gorda (April). Geotechnical Work for the Shell Creek Horizontal Direction Drilling (HDD) crossing was completed in May. King is currently refining the HDD alignment across Shell Creek. When the HDD alignment is selected, a bathymetric survey of the proposed alignment and the mean high water survey will be performed.

King's land agent met with property owners and representatives of the Three Rivers Home Owners Association on May 16th to discuss potential easements for the Phase 1 Pipeline alignment/HDD at Shell Creek.

King and the Authority met with the FDEP regarding pre-application for the Environmental Resources Permit (ERP) on May 16th. On May 24rd King and the Authority met with the U.S. Army Corps of Engineering (ACOE) regarding pre-application for the ACOE Permit for the entire proposed pipeline alignment.

This period topographic survey for the Phase 1 Interconnect alignment was completed. Survey of subsurface utilities, was also completed. Additionally, survey of environmental sensitive areas for permitting was completed. King submitted proposed design drawing for the pipeline route with profiles. The project design drawings are 50% +/- complete. Currently the project is on budget and schedule.

- June & July 2017 - On June 20th a Project Progress Meetings was held and attended by King the Authority and SWFWMD. King reviewed pipeline plan and profile, and meter station progress, drawings. Engineering evaluations regarding pipe selection (wall thickness and corrosion control) were discussed. Additionally, the proposed table of contents for Project Specifications was reviewed.

On April 10th the Authority requested an Amendment to the SWFWMD Cooperative Funding Agreement (CFA) to the revise the Contract Period Schedule. On June 13th SWFWMD returned the Amendment to the Agreement for signature by the Authority. The Authority returned signed the Amendment to SWFWMD on June 19th.

The draft USACOE permit and FDEP ERP permits have been drafted by King sub-consultants and are under review by King Engineering.

This period the Tidal Study at Shell Creek was accepted by the FDEP (May 23, 2017). King

has also completed the Bathymetric Survey for the proposed Horizontal Directional Drilling (HDD) alignment across Shell Creek.

On June 12th, King and their Land Agent (FLAA) and the Authority met with General Counsel/Manson Bolves Donaldson P.A. to discuss property procurement for the pipeline alignment at Shell Creek. Easement documents, and legal descriptions and sketches, are being developed.

The Phase 1 Project design is approximately 60% complete. The Project is currently on budget and schedule.

- August & September 2017 - On August 11, 2017 a Project Progress Meetings was held and attended by King and the Authority to discuss operations parameters for the Phase 1 Interconnect. Meetings are scheduled with the City of Punta Gorda and Desoto County to discuss control strategies at the Shell Creek Water Treatment Plant and the Desoto County South Booster Station for inclusion in Kings 60% design submittal.

The USACOE permit application was submitted on September 5, 2017. The Florida Department of Transportation permit application for the Phase 1 alignment will be submitted in early October. The Florida Department of Environmental Conservation Environmental Resources Permit (ERP) is on schedule to be submitted subsequent to the 90% design in December 2017.

Sketches and legal descriptions have been completed for all property owners along the Horizontal Direction Drilling (HDD) alignment on both sides of Shell Creek. Estimated costs for permanent and temporary utility easements have been established for discussion with the property owners. Currently the Authority and General Counsel (Manson, Bolves, Donaldson, P.A.) and King are coordinating to secure easements on private property under Shell Creek and on state owned submerged lands as required to obtain the Sovereignty Submerged Lands easement (SSL). The bathymetric survey for the HDD alignment will be scheduled subsequent to obtaining private property easements and the state SSL easement at Shell Creek.

King submitted the 60% design (drawing, specifications and revised opinion of construction cost) to the Authority for review. The project and is currently on budget and schedule.

- October & November 2017 – On September 27, 2017 an Operations Coordination meeting was held with the City of Punta Gorda to discuss the Meter Station control valve, and valving that will be installed on the Shell Creek WTP site. On October 3, 2017 the 60% design was submitted to the FDEP, which was subsequently was found to be acceptable by the FDEP. On October 5, 2017 the 60% design was submitted to the SWFWMD which was subsequently found to be acceptable. On October 24, 2017 the 60% design meeting was held with King and the Authority. On October 31, 2017 King submitted the Pipe Wall Thickness Memo for the Phase 1 pipeline. King also completed the bathymetric survey for the Shell Creek HDD crossing in October.

On November 21, 2017 King submitted the FDOT Permit Application for Phase 1. Property acquisition work continued. The FDOT Permit application was submitted. The FDEP ERP application is anticipated to be submitted in December. King is currently developing the 90% design submittal. The project is on schedule and on budget.

- December 2017 & January 2018 – On December 5, 2017 a meeting was held with Charlotte County Public Works to discuss Right-of-Way Permitting requirements for the Phase 1 Project. On December 13, 2017 King submitted the 90% Design Documents which were distributed to the SWFWMD, FDEP, City of Punta Gorda and Desoto County. King also completed hydraulic and transient modeling for the Phase 1 Interconnect. On December 28, 2017 the Environmental Resource Permit application was submitted to the FDEP. The Application included the Application for Authorization to Use State-Owned Submerged Lands at the Shell Creek crossing. All above permit application are under review by the respective agencies. The Gopher Tortoise Relocation Permit Application is anticipated to be submitted to the Florida Fish and Wildlife Conservation Commission in February. The Phase 1 Interconnect Project is on schedule and on budget
- February and March 2018 – King submitted the Phase 1 Interconnect 90% Design Documents on December 13, 2017. A Project Progress Meeting was held with King Engineering on February 12, 2018 to review the updated 90% Design Documents and to discuss permitting and land acquisition status.

On February 9, 2018 the Authority advertised Request(s) for Statement of Qualifications (RFSOQs) for Phase 1 Prime Contractors and Phase 1 Horizontal Directional Drilling (HDD) Subcontractors. The RFSOQs were advertised in local newspapers and posted on the Authority Web Page. On February 23, 2018 the Authority held a meeting with King Engineering to review and discuss Contractor written questions and Authority responses, regarding the RFSOQs. Two addendums for the RFSOQs were posted on the Authority Web Page on February 16, 2018 and February 27, 2018. The Authority received seven SOQs for Prime Contractors and five SOQs for HDD Subcontractors by the March 12, 2018, 2:00pm deadline. From March 12-19 SOQ submittals were evaluated. On March 15, 2018 King and the Authority met to discuss Contractor SOQs. King submitted a Memorandum on Contractor Prequalification in recommendations on March 19th. On March 20, 2018 the Authority posted a Notice-of-Intended-Decision on prequalified Prime Contractors and HDD Subcontractors on the Authority website.

The Application for the FDEP Environmental Resource Permit/State Owned Submerged Lands (SSL Easement) was submitted to the FDEP by King Engineering on December 28, 2017. To date the following actions have been taken:

- February 16, 2018 the FDEP Posted Permit 359802-001 on the FDEP Web Page.
- February 20, 2018 and March 1, 2018 King and the Authority held conference calls to discuss responses and clarifications of the posted permit
- March 1, 2018 King posted permit responses/clarifications on the FDEP Web Page
- March 1, 2018 the FDEP responded that a permit modification was required to address the HDD subaqueous route at Shell Creek.

- March 6, 2018 King and the Authority's Attorney held a conference call with the FDEP to discuss the Sovereignty Submerged Lands (SSL) Authorization associated with the Permit.
- March 7, 2018 King submitted /posted the permit modification application.
- March 9, 2018 FDEP noticed that they were in receipt of the permit modification application (359802-002) and the modification is under review.

The FDEP ERP 359802-002 is anticipated to be received by April 1, 2018.

The Phase 1 Gopher Tortoise Permit No. GTC-18-00072 was issued to the Authority on March 20, 2018.

The FDOT permit application (assigned Permit No. 2017-H-197-8) is still under review. We anticipated receiving the permit by May 1, 2018.

The Smith Property - Temporary Construction Easement, and Smith Property - Non-Exclusive Waterline Easement, were recorded in Charlotte County on March 7, 2018. King Engineering is currently having the remaining Phase 1 Interconnect easements (9) appraised for upcoming negotiations with property owners for prospective easements.

On March 21, 2018 a coordination meeting was held with King, the City of Punta Gorda and the Authority at the Shell Creek Water Treatment Plant (SCWTP) to discuss flushing and disinfection of the proposed Phase 1 Interconnect from the south side of Shell Creek to the SCWTP. The Phase 1 Interconnect Project is on schedule and budget.

- April and May 2018 – On April 4, 2018 the Board approved Contractors who prequalified based on review of their Statements-of-Qualification by King and the Authority. This included 6-Prime Contractors and 5-HDD Subcontractors.
 - Prime Contractors included: Felix Associates, Garney Construction, Metro Equipment Service, Reynolds Construction, Westra Construction, and Woodruff and Sons.
 - HDD Subcontractors included: Atlas Trenchless, DBE Utilities, ECI Drilling, MAXX HDD, and TB Landmark.

During April the Appraiser for King completed appraisals 6-easements. Subsequent to obtaining the appraisals Statement of Offer Packages were transmitted to 5-property owners for easements along the Phase 1 Pipeline alignment. On April 4th a meeting was held with King, Authority Attorneys (teleconference) and the Property Appraiser. On April 9th a meeting was held with King and FLAA (Land Agent) to discuss easements. On May 3, 2018 a meeting was held with King (teleconference) and Authority Attorneys to discuss strategies for obtaining required easements.

On April 13th the Drinking Water General Permit application was submitted to the FDEP. The FDEP reviewed and stated that a Drinking Water Specific Permit was required for the Phase 1 Project. On April 18th the Drinking Water Specific Permit application was submitted to the FDEP.

Phase 1 Permits to Date:

- Gopher Tortoise permit issued March 20, 2018
- USACOE permit issued March 28, 2018
- FDOT Permit issued April 11, 2018
- FDEP ERP/SSL –May 2018
- FDEP Drinking Water Specific Permit – May 2018

King submitted a Flushing and Disinfection Memo for the Phase 1 Interconnect on April 17, 2018.

The FDEP ERP 359802-002 is anticipated to be noticed in early May.

Property Acquisition / Easements

All property owners along the Phase 1 Interconnect alignment have been contacted.

- South Side of Shell Creek – easements have been obtained
- Shell Creek (properties in water) – Two property owners have been sent Statement Offer Packages
- North Side of Shell Creek – Three property owners have been sent Statement Offer Packages
- Desoto County – One easement, anticipated to be obtained in May.

The Phase 1 Interconnect Project is on schedule and budget. The Authority continues good faith negotiations with property owners for easements.

- June and July 2018

Permits:

On May 14, 2018 the FDEP ERP was advertised for Notice for 14-days. On May 28, 2018 the FDEP ERP was obtained by the Authority. On May 25, 2018 the FDEP Drinking Water Specific Permit was obtained by the Authority. Permits required to be obtained by the Owner have been acquired. These include the FDOT, FDEP ERP, FDEP Drinking Water, USACOE, and Gopher Tortoise, permits.

Easements and Property:

On May 30, 2018 a conference call was held with the Authority, King and Manson Group to discuss strategies to obtain easements. The Authority continues good faith negotiations with two property owners for easements. On June 22, 2018 Eminent Domain proceedings for easement takings, on four properties, were filed with the Circuit Court of Charlotte County. The Berkman Land Trust offered to sell two land parcels in lieu of selling an easement. These parcels are located on the north side of Shell Creek on both the west (pipeline alignment) and on the east side of the City Punta Gorda Reservoir dam. Both parcels are adjacent to the dam, the west parcel includes approximately 40 acres and the east parcel includes approximately 17 acres

Bidding Documents:

King Engineering submitted the Phase 1 Project draft Bidding Specifications to the Authority on June 8, 2018, and are currently under review by the Authority.

Schedule:

The Authority currently anticipates bidding the Phase 1 Project in mid-September and taking the Construction Contract and the Engineer's Work Order for Construction Phase Services to

the Board in December for approval. The Phase 1 Interconnect Project is on schedule, pending favorable easements acquisition, and on budget.

- August and September 2018

Easements and Property:

On August 23, 2018 a site visit /meeting regarding (Shell Creek Crossing) properties was conducted with the Authority Attorney to discuss outstanding easements.

Due to title complications with the Berkman Land Trust parcel on the east side of the Punta Gorda Reservoir Dam the Authority is only pursuing the purchase of the Land Trust parcel on the west side of the dam which coincides with the Phase 1 Pipeline alignment. On June 22nd Eminent Domain proceedings for easement takings, on four properties were filed with the Circuit Court of Charlotte County. The Authority continues good faith negotiations with these property owners.

Bidding Documents:

King Engineering submitted the Phase 1 Project draft Final Bidding Documents to the Authority on September 4, 2018. Documents are currently under review by the Authority.

Permit Summary

The following permits have been obtained for the Phase 1 Interconnect - FDEP-ERP, FDOT Utility Permit, USACOE Nationwide-12, FWC Gopher Tortoise, and FDEP Permit to Construct Drinking Water System.

SWFWMD:

On August 15, 2018 the Authority requested a Second Amendment to the funding Agreement No. 15C00000052.

Schedule:

The Authority currently anticipates soliciting bids from pre-qualified contractors this fall and award of the Construction Contract, and the Engineer's Work Order for Construction Phase Engineering Services, late this CY or early CY 2019.

- October and November 2018

Easements and Property:

On June 22nd Eminent Domain proceedings for easement takings, on four properties were filed with the Circuit Court of Charlotte County, Case No. 2018-CA-000581. The Authority anticipates reaching negotiated settlements for these properties, via Stipulated Order of Takings – Final Judgement in CY 2018. The Stipulated Settlements include three (3) Permanent Utility Easements and three (3) Temporary Construction Easements collectively. Based upon a favorable outcome, this will finalize property acquisition for the Project. The total cost (including filing fees) for the easements in Case No. 2018-CS-000581 has been negotiated for \$171,717.50.

The land purchase (Pin#402420151002 approximately 40-acres) from Jackowitz and Berkman Land Trust, for \$10,000, in lieu of a Permanent Utility Easement parcel purchase was recorded with Charlotte County on October 11, 2018.

The parcel purchase for a Permanent Utility Easement from Walmart Stores was recorded in Desoto County on October 17, 2018. The purchase cost is \$2,600.

Bid Phase:

King Engineering submitted the Phase 1 Project Final Bidding Documents to the Authority on October 1, 2018. On October 4, 2018 Bid were solicited from pre-qualified bidders. The Mandatory Pre-Bid Meeting was held on October 11, 2018. On October 25 Addendum 1 was posted on the Authority web page. The Bid Opening was held on November 7, 2018, five of the six pre-qualified bidders' submitted bids. The apparent low bid was submitted by Reynolds Construction with a bid price of \$8,228,000. King Engineering reviewed Contractor bid submittals, and prepared a bid tabulation and letter of recommendation for Award of the Construction Contract for Phase 1 Project, dated November 14, 2018. Subsequent to negotiation, King's Work Order 3 for Construction Phase Services, at a price of \$897,470 was finalized and submitted on November 15, 2018.

Permit Summary

The following permits have been obtained for the Phase 1 Interconnect - FDEP-ERP, FDOT Utility Permit, USACOE Nationwide-12, FWC Gopher Tortoise, and FDEP Permit to Construct Drinking Water System.

SWFWMD: (N416) Agreement

On October 4, 2018 the Authority Web Page link, for the Phase 1 Bid Documents, was emailed to SWFWMD. On October 9, 2018 SWFWMD approved the Second Amendment to the funding Agreement No. 15C00000052. The amendment addressed the Project Schedule.

FDEP: (LP08032) Agreement

The FDEP Funding Agreement was amended in October to adjust the Project Schedule. On October 4, 2018 the Authority Web Page link, for the Phase 1 Bid Documents was emailed to the FDEP.

On October 18, 2018 the following was forwarded to FDEP

- a list of approved permits (Owner secured)
- a list of permits to be obtained by the Contractor
- newspaper notices for Invitation to Bid
- Invitation to Bid

Schedule:

If construction contract, engineering services work order and land costs are approved at the December 5th Board meeting, it is anticipated that the Notice-to-Proceed will be issued to Reynolds (for construction) by mid-January 2019. The Phase 1 is scheduled for completion in the spring of 2020. The Phase 1 Interconnect Project is on schedule and budget.

- December 2018 and January 2019

Easements and Property:

The Stipulated Order of Taking – Final Judgements for easements on three properties were recorded in Charlotte County on December 27, 2018. Property acquisition for the Project has been completed. Negotiations for Final Judgements for easements were approved at the December 5, 2018 Board Meeting.

Bid Phase:

Reynolds was awarded the Construction Contract at the December 5, 2018 Board Meeting and sent a Notice of Award on December 7, 2018. Reynolds was issued the NTP on January 24, 2019 at the Pre-Construction Meeting.

King's Work Order 3 for Construction Phase Services, at a price of \$897,470 was finalized and submitted on November 15, 2018. King was issued a Notice to Proceed on December 11, 2018.

Notice to Proceed was issued to Reynolds Construction, LLC on January 24, 2019.

The Interlocal Agreement with the City of Punta Gorda was Amended (No. 1) to update the Project Schedule. The Amendment was approved by the Board at the December 2018 Board Meeting.

- February and March 2019

Construction Phase:

The project team has been coordinating on early job activities including: shop drawing submittals, establishing job protocols, setting up the project schedule, developing the schedule of values and agreement on pay application format/processing instructions. The Contractor has mobilized the Engineer's field office to the site and is working to get it connected to necessary utilities. Additionally, the Contractor is currently performing field preparation and survey for mobilization of equipment for the horizontal directional drill Work under Shell Creek. Pipe installation is still several weeks off due to the lag time between approved shop drawings and fabrication, coatings application and shipment of pipe.

Schedule:

The Phase 1 is scheduled for completion in the spring of 2020. The Phase 1 Interconnect Project is on schedule and budget.

PHASE 1 CONCEPTUAL ROUTE



***PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
April 3, 2019***

**ROUTINE STATUS REPORTS
ITEM 5**

Partially Treated Water Aquifer Storage and Recovery Project

Project Status Report

Project: Partially Treated Water Aquifer Storage and Recovery

Date: April 3, 2019

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, and evaluation of the test data has been completed. In July 2018 Authority staff received approval from the Board to proceed with permitting effort for partially treated water for ASR on wellfield 2. Final report on the testing was delivered to the Authority on August 11, 2018. Meeting with FDEP Tallahassee permitting staff to discuss PTW ASR in the permit application was conducted August 16, 2018 and a written clarification of the application confirming the request to include partially treated surface water for ASR recharge and storage in Wellfield 2 was provided to the FDEP on August 23, 2018. The FDEP requested additional information to support the permit application on September 28, 2018 and the Authority submitted that information on October 12, 2018. During a November phone discussion with the Authority, FDEP staff indicated that the application is complete and evaluation is continuing. A phone conversation with FDEP staff in January 2019 indicates agency action on the permit application will not take place until

after U.S. EPA direction on ASR projects in general. On March 1, 2019 the U.S. EPA office in Atlanta Georgia issued a letter to the FDEP discussing the federal regulatory framework for ASR and the FDEP implementation of permitting these systems. FDEP interpretation of the letter is pending.

Project History Briefing

Project: Partially Treated Water Aquifer Storage and Recovery

Date: April 3, 2019

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

The following information summarizes the historical milestones and key events of the Partially Treated ASR Project.

- October 2015 Executed Work Order 15-02 with CH2M for Partially Treated ASR Desk-Top Study October 9, 2015.
- March 2016 Desk-top study completed March 24, 2016. Recommends pilot testing partially treated concept. If pilot testing is successful, study indicates potential savings of \$334K to \$394K per year for partially treated system compared with current system. Requires new \$7.5M pumping facilities near Reservoir 1 for recharging ASR.
- April 2016 Presentation of partially treated ASR concept to Authority Board April 6, 2016. Recommended scheduling meeting with FDEP in Tallahassee to discuss concept, permit modification and pilot testing. Met with FDEP staff in Tallahassee April 29, 2016 to discuss partially treated water ASR at the Peace River Facility. Recommendation from meeting is to apply for ASR permit modification enabling pilot testing.
- May - July 2016 Began preparing application to modify ASR permit to allow pilot testing of partially treated ASR concept on two wells in Wellfield No. 2.
- August 2016 August 3, 2016 - Submitted request to FDEP for major modification of the Authority's ASR permit and associated Water Quality Criteria Exemption to enable pilot testing of partially treated ASR concept on two wells in Wellfield No. 2.
- September 2016 September 1, 2016 - Received Request for Additional Information (RAI) from FDEP to support the Authority's ASR permit modification request. September 8, 2016 - CH2M prepared and submitted responses to the FDEP's RAI. CH2M preparing Work Order for pilot testing of partially treated ASR concept on two wells in Wellfield No. 2. September 30, 2016 - Authority received Draft Class V, Group 7 permit from FDEP including the requested changes to enable pilot testing at ASR Wells S-4 and S-20

- October 2016 Board approved WO 17-01 to CH2M for Pilot Testing at ASR Wellfield 2 (October 5, 2016).
- November 2016 Conducted Public Meeting November 17, 2016 at Peace River Facility for public comment on recently issued draft permit modification for Authority Class V Group 7 ASR system. Site visit by SWFWMD staff November 21, 2016 for review and discuss co-funding application the partially treated ASR Project.
- December 2016 Received notice of permit on December 14, 2016 authorizing pilot testing. Authorized CH2M to begin work on test set-up. Attended meeting with SWFWMD staff in Tampa on December 22nd to discuss project co-funding. Low probability for out-of-cycle funding for FY 2016 and 2017 work on this project.
- January 2017 Conducted project safety & coordination meeting with consultant and Authority staff on January 11th in preparation for beginning the test. Authority staff collecting background samples from production and monitor wells and reservoir 1. Installation of piping to ASR wells S-4 and S-20 and recharge pump is ongoing.
- February 2017 Installation of piping and pumping equipment was completed and background water quality monitoring was completed the week of February 6th and testing (recharge cycle) was initiated on February 9, 2017. An intensive data collection effort in nearby monitor and ASR production wells is ongoing. Recharge rates are averaging approximately 0.7 MGD, and 1.3 MGD into ASR wells S-4 and S-20 respectively.
- March 2017 The recharge portion of this cycle in the testing was completed on March 9, 2017. Total volume of water pumped from Reservoir 1 into S-4 and S-20 was about 60 MG. Storage and recovery portions of the testing are ongoing, as are associated data collection efforts.
- April 2017 Recovery portion of the pilot test was ceased on April 10, 2017 after recovering approximately 26 MG from Test wells S-4 & S-20 (total) in order to enable full scale recovery operations in ASR Wellfield 2. Data collection efforts supporting the pilot testing operations continued.
- May 2017 Data collection efforts associated with the test continued, and analysis of test data is underway to aid in refining the test procedure for Cycle 2 (probable timeframe mid-summer 2017). Authority and CH2M staff met on May 25th to discuss test results and plan Cycle 2 testing.

- June 2017 Authority requested test revision from FDEP on June 22, 2017 to conduct extended cycle 2 in lieu of two separate shorter cycles to complete the pilot testing program. FDEP approval received on June 27, 2017 for the extended cycle. Data analysis from Cycle 1 is ongoing. Preparing for initiation of Cycle 2 (extended) in early July. Authority staff are working with SWFWMD staff on development of the co-funding agreement for the project.
- July 2017 Initiated Cycle 2 recharge on July 6, 2017 at initial rate of 2.6 MGD. Recharge of the entire ASR system is ongoing at this time – although the other 19 ASR wells are being recharged with fully treated drinking water. Data collection is ongoing. The test pump malfunctioned a number of times in July and was ultimately moved off-site by Xylem for re-build.
- August 2017 Re-initiated Cycle 2 recharge on August 2, 2017 at rate of 2.6 MGD. Treated water recharge of the remaining 19 ASR wells is still ongoing at this time. Met with project consultant August 29, 2017 to discuss data collection and ASR Permit Renewal. Pilot Test data collection is ongoing.
- September 2017 Recharge Cycle 2 was suspended between September 6th and September 18th due to Hurricane Irma. Recharge is ongoing and projected to continue into October. Attended Sarasota delegation Meeting September 20, 2017 to discuss funding request for the PTW ASR Project. Data collection is ongoing.
- October 2017 Recharge Cycle 2 is ongoing at a rate of about 2.0 MGD. Data collection for the pilot test is ongoing.
- November 2017 Recharge Cycle 2 was terminated on November 1, 2017 and a planned 30-day storage cycle was initiated. As part of the storage cycle all recharge to ASR wellfield 2 has been suspended. ASR Wellfield 1 recharge is continuing. The recovery cycle from test wells S-4 & S-20 is scheduled to commence in early December 2017. Data collection for the pilot test is ongoing. Test pump supplier - Xylem removed their equipment from the ASR pilot test site on November 8th & 9th.
- December 2017 Recovery Cycle 2 was initiated on December 1, 2017 and will include an approximate 30-day period of recovering water from Test Wells S-4 and S-20. Data collection effort is continuing.
- January 2018 Recovery Cycle 2 was terminated on January 2, 2018. All test equipment (pumping, piping and electrical) has been removed. Data collection and evaluation is ongoing.

- February 2018

Project Consultant is evaluating data collected during the test. On February 7th a conference call was held with the FDEP staff in Tallahassee regarding pilot test results and the renewal application for the ASR system. The renewal application must be received by the FDEP by February 23, 2018 to be considered timely. Permit expires on April 23, 2018. Renewal Application was submitted on February 21, 2018.
- March 2018

Work is ongoing regarding the data analysis from the pilot test. Authority and Consultant staff held a project meeting on March 7th to discuss ongoing data analysis and project timeframe. Completion of the Final Report for the test program is projected in April 2018.
- April 2018

Held kick-off meeting (phone conference) with SWFWMD staff & project team for co-funding. Work is ongoing but geochemical analysis is behind schedule. Draft report delayed until late May with final report projected in June.
- May 2018

Work is ongoing regarding the data analysis from the pilot test. Consultant projects draft report available May 25, 2018. Projected schedule for Board consideration of the project is July 25, 2018.
- June 2018

Continuing work to finalize pilot test report. Projected schedule for Board consideration of the project is July 25, 2018.
- July 2018

Presented results from pilot testing partially treated water ASR to the Board on 7/25. Received Board authorization to proceed with permitting of PTW ASR for WF 2.
- August 2018

Project staff met with FDEP Tallahassee regulatory staff on 8/16 to discuss test results and inclusion of PTW for ASR in WF 2 in the permit. Based on those discussions, Authority issued written clarification of the request to use PTW on 8/23. FDEP staff continuing evaluation of the application.
- September 2018

Working with SWFWMD staff to revise individual task budgets in funding agreement (without changing Agreement total budget) to reflect actual expenditures and receipt of State grant funding. Received request for additional information on ASR operation Permit application 09/28/2018. Preparing RAI response.
- October 2018

Submitted RAI response 10/12/2018. Awaiting FDEP action. Continuing work on revision of SWFWMD co-funding agreement.

- November 2018 Awaiting FDEP action. Held discussions with SWFWMD staff about pulling the FY 2020 co-funding application for this project because it appears to be fully funded using currently approved dollars from SWFWMD and the State of Florida through 2020.
- December 2018 Awaiting FDEP action. Continued discussions with SWFWMD staff about pulling the FY 2020 co-funding application for this project because it appears to be fully funded using currently approved dollars from SWFWMD and the State of Florida through 2020.
- January 2019 Awaiting FDEP action. Prepared board item recommending pulling the FY 2020 co-funding application for this project for reasons atated previously. Phone discussion with FDEP staff 1/22/2019 about application status. FDEP staff reports they need to meet with the U.S. EPA to discuss ASR issues and until that is completed no action is expected to be taken on the application. U.S. EPA discussions are expected “soon”.
- February/March 2019 Received copy of March 1, 2019 letter from U.S. EPA to FDEP regarding ASR System Permitting. Awaiting FDEP interpretation of the letter and action on permit for the Authority project.

***PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
April 3, 2019***

**ROUTINE STATUS REPORTS
ITEM 6**

Peace River Facility Aquifer Storage & Recovery Operating Permit Renewal

Project Status Report

Project: Peace River Facility ASR Operating Permit Renewal

Date: April 3, 2019

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 excemptions" to deal with mobilization of arsenic and other parameters (such as coliform bacteria) that may exceed drinking water standards, but which are contained within an applicants property boundaries or institutional control. Preparation of the renewal application will include request for a "zone of discharge" on Authority Property for parameters identified through the pilot testing program..

Current status

The Authority's application for renewal of the ASR operating permit and issuance of a zone of discharge on Authority controlled property was submitted on February 21, 2018. Authority staff clarified application information for the FDEP in August and provided a third waiver of the timeclock for FDEP (until September 30, 2018) to complete review of the application documents. FDEP issued a request for additional information to support the permit on September 28, 2018. The Authority provided response to the RAI on October 12, 2018. Discussions with FDEP staff in November 2018 indicate that the application is complete. Phone discussion with FDEP staff in late January 2019 reveal that a meeting with or written direction from the U.S. EPA on ASR permitting in general is expected before further action will be taken on this permit. On March 1, 2019 the U.S. EPA office in Atlanta Georgia issued a letter to the FDEP discussing the federal regulatory framework for ASR and the FDEP implementation of permitting these systems. FDEP interpretation of the EPA letter is pending.

Project History Briefing

Project: Peace River Facility ASR Operating Permit Renewal

Date: April 3, 2019

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

The following information summarizes the historical milestones and key events of the Peace River Facility Water Use Permit Modification/Renewal Project.

- October 2017 Met with project consultant October 5, 2017 to discuss ASR Partially Treated Water Pilot Testing and renewal of ASR system operating permit. Authority staff and consultants met with FDEP staff in Tallahassee on October 12, 2017 to discuss the permit renewal application including authorization to use partially treated water for recharge, pending results from the ongoing partially treated water ASR pilot testing program. Application preparation is ongoing.
- November 2017 Preparation of permit application is ongoing. Partially Treated Water ASR Pilot Test ceased recharge phase November 1, 2017 and entered 30-day storage phase. Testing proposed to conclude late December to support application preparation.
- December 2017 Preparation of permit application is ongoing. Partially Treated Water ASR Pilot Test conducted an approximate 1 month recovery phase in December (water was recovered from S-4 and S-20). Recovery continued into early January. Application preparation is progressing.
- January 2018 Preparation of permit application is ongoing. Authority and consultant permit team met on January 17th to discuss the draft application. Application will include provision to operate as a partially treated ASR system.
- February 2018 On February 7, 2018 a phone conference was held with the FDEP in Tallahassee to discuss permit renewal. Consultant is working on the renewal application package. Application check for renewal fee submitted February 15, 2018. Application package submitted to the FDEP on February 21, 2018.
- March 2018 Authority provided waiver of time clock for the application to FDEP on March 22, 2018. Waiver is through June 30, 2018.

- April 2018 FDEP reviewing renewal application package. Authority and consultants working on review of PTW ASR Data for potential inclusion in application
- May 2018 Reviewing draft PTW ASR pilot test report for inclusion into ASR Application.
- June 2018 Met with SWFWMD staff in Tampa to review District comments on the draft PTW ASR Report. Provided FDEP a second waiver of the regulatory timeclock until August 31, 2018 for the ASR permit application review to allow completion of the Pilot Test report and discussions with the Authority Board
- July 2018 Met with FDEP Fort Myers staff on 7/26 to discuss ASR Permit compliance inspection. Provided tour of PRF and ASR Facilities to FDEP Tallahassee staff on 7/27.
- August 2018 On 8/16 met with FDEP Tallahassee permitting staff to discuss permit application and any clarification required for the application. On 8/20 the Authority issued third waiver of the regulatory timeclock until September 30, 2018. Authority issued clarification on the permit application to the FDEP on 8/23.
- September 2018 Received request for additional information from FDEP 9/28/2018.
- October 2018 Authority submitted RAI response to FDEP on October 12, 2018.
- November 2018 Awaiting FDEP Action. Phone conference with FDEP staff Indicates permit application is complete and FDEP staff are continuing their evaluation.
- December 2018 Awaiting FDEP Action.
- January 2019 Phone conference with FDEP staff 1/22/2019 indicates the FDEP staff are meeting with or expecting written direction from the U.S. EPA in near future relating to ASR permitting. No action will be taken on the Authority's permit application until that EPA direction has been received.
- February/March 2019 Received copy of March 1, 2019 letter from U.S. EPA to FDEP regarding ASR System Permitting. Awaiting FDEP interpretation of the letter and action on permit for the Authority project.

***PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
April 3, 2019***

**ROUTINE STATUS REPORTS
ITEM 7**

Water Supply Master Plan 2020

Project Status Report

Project: Integrated Regional Water Supply Plan 2020

Date: April 3, 2019

Prepared by: Terri Holcomb, P.E., Senior Engineer

Project Description

At least every five (5) years the Authority updates the Integrated Regional Water Supply Master Plan to ensure that we understand the future needs of the region, and the probable supply sources, system improvements (such as interconnections) and operational management programs required to effectively meet Customer needs. This information is also vital to our cooperative funding partner (SWFWMD) and supports the District's 5-Year Master Plan and their financial engine used to set millage rates and apportion funding to various agency programs.

The Integrated Regional Water Supply Plan 2020 will build on the Authority's 2015 Integrated Regional Water Supply Master Plan. Topics covered will include a more detailed evaluation of the future regional interconnections, update of demand projections, current and potential future sources of supply, as well as an inventory of reclaimed water resources in the region. A prioritized listing of project opportunities will be developed including cost estimates and timetables needed for implementation. Beginning this effort in FY 2018 enable the project to be completed in a timeframe consistent to support the SWFWMD's 2020 Master Plan development effort.

HDR Engineering has been selected to complete the Integrated Regional Water Master Plan 2020. Project timeframe is 18 months (projected complete in late CY 2019) and budget is \$449,936. SWFWMD has approved 50% co-funding (\$225,000) for this project.

Current status

The Board approved a contract with HDR to complete the Integrated Regional Water Supply Plan 2020 on July 25, 2018 and the Agreement was executed on August 23, 2018. A formal kick-off meeting was held on September 12, 2018. Draft sections of the Integrated Regional Water Supply Plan 2020 have been received for review and comment including Section 1 – Introduction and Background; Section 2 – Regional Facilities Update and Section 3 – Demand Projection Update. A project update and presentation on the Demand Projection Methodology was made to the Authority members and customers at the March 13th Professional Staff Meeting.

Project History Briefing

Project: Integrated Regional Water Supply Plan 2020

Date: April 3, 2019

Prepared by: Terri Holcomb, P.E., Senior Engineer

The following information summarizes the historical milestones and key events of the Integrated Regional Water Supply Plan 2020.

- July 2018 Board approved Agreement with HDR Engineering for completion of the Authority's Integrated Regional Water Supply Plan 2020. Cost is not to exceed \$449,936. SWFWMD co-funding up to 50% (~\$225,000) is available.
- August 2018 Professional Services Agreement with HDR was executed by all parties on 8/23/2018 and notice to proceed was issued. Data gathering is ongoing
- September 2018 Project kick-off meeting held 9/12/2018 at the Authority's Lakewood Ranch office. HDR, SWFWMD, and Authority staff were present. Data gathering is ongoing.
- October 2018 Project progress meeting held 10/26/2018 at the Authority's Lakewood Ranch office. Ongoing work includes compiling local hydraulic models into regional framework, Demand projections update and evaluation of existing facilities.
- November 2018 Ongoing work includes compiling local hydraulic models into regional framework, demand projections update, compilation of existing facilities data and evaluation of opportunities at existing facilities.
- January 2019 Project progress meeting held on 1/17/2019 at the Authority's Lakewood Ranch office. Draft Sections on Task 2 – Regional Facilities Update and Task 3 - Demand Projection Update are nearing completion for Staff review. In addition HDR held an additional conference call to update the status of the compilation of the regional hydraulic model.

- March 2019

A project update and presentation was made at the March 13th Professional Staff Meeting in Manatee County. The Consultant Team presented on the Demand Projection Methodology with a recommendation of the most probable range of future regional water supply demands.

***PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
April 3, 2019***

**ROUTINE STATUS REPORTS
ITEM 8**

Maintenance Facility & Warehouse Construction

Project Status Report

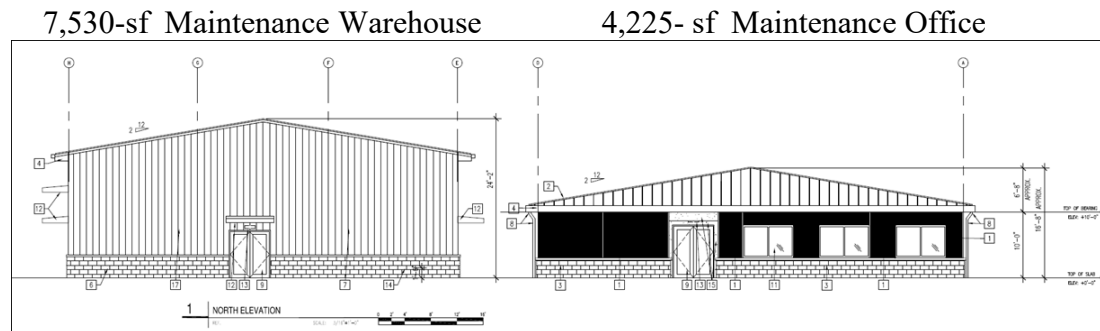
Project: Maintenance Facility and Warehouse Construction

Date: April 3, 2019

Prepared by: Ford Ritz, Project Manager

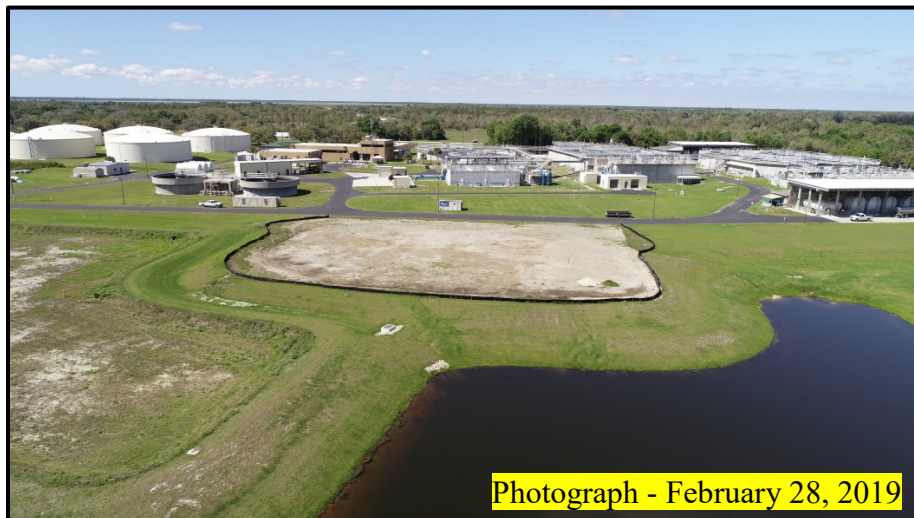
Project Description

The Maintenance Facility & Warehouse construction project was awarded to L. Cobb Construction Inc. of Wauchula, FL at the July 25, 2018 Authority Board Meeting for an amount not-to-exceed \$2,544,280.24. This project will result in the construction of two buildings: a 4,225 sf office facility and a 7,530 sf warehouse adjacent to the office (see below).



Current status

The contractor has mobilized equipment and material to the site and Authority staff and the engineer of record, AECOM, are collaboratively working with L. Cobb Construction on the schedule and various submittals. The work site (see below) has been cleared, ringed with silt fencing and final grading and placing formwork and batter boards for slabs/footers are underway. It is envisioned that several of the major concrete pours will happen before May 1st. The project team is currently reviewing exterior block, roofing and panel color options. There have been no change orders.



Schedule

The project is scheduled to reach substantial completion by January 8, 2020 and be finally completed by March 8, 2020. The project is currently on schedule.

Project History Briefing

Project: Maintenance Facility and Warehouse Construction

Date: April 3, 2019

Prepared by: Ford Ritz, Project Manager

The following information summarizes the historical milestones and events of the Maintenance Facility and Warehouse Construction Project.

October 4, 2017	Authority Board of Directors authorizes Design and Permitting Services to AECOM, Inc. for the Maintenance Facility and Warehouse
May 9, 2018	Invitation to Bid is advertised
June 20, 2018	Bid Opening
June 29, 2018	Engineer of Record Bid Evaluation and Recommendation of Award
June 29, 2018	Authority staff publishes Notice of Intended Decision
July 25, 2018	Authority Board of Directors awards contract to L. Cobb Construction, Inc. of Wauchula, FL.
January 8, 2019	Authority issues Notice-to-Proceed to L. Cobb Construction, Inc.

***PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
April 3, 2019***

**ROUTINE STATUS REPORTS
ITEM 9**

Peace River Basin Report

MEMORANDUM

TO: Board Members and Pat Lehman
FROM: Doug Manson, Laura Donaldson, and Amy Brennan
RE: Peace River Basin Report
DATE: March 15, 2019

City of Cape Coral - Supplemental Irrigation Water Supply

On January 23, 2019, the City of Cape Coral ("Cape Coral") submitted to the Southwest Florida Water Management District ("SWFWMD") new Water Use Permit ("WUP") Application No. 20020808.000 (the "Application") for landscape/recreation use which will be withdrawn in Charlotte County and used in Lee County. The Application requests new quantities in the amount of 16 million gallons per day ("mgd") annual average, and 20 mgd max day, for landscape/recreational use. The Application is for the conversion of the existing Southwest Aggregates rock and sand mine to a water supply reservoir for Cape Coral. The water obtained from this project will be used to augment Cape Coral's landscape irrigation supply. Cape Coral currently uses 100% recycled wastewater within its utility system for landscape irrigation; the project will augment Cape Coral's existing integrated water supply and reuse system to meet higher demands during the end of the dry season (generally March through May) due to projected population increases. SWFWMD issued a Request for Additional Information ("RAI") on February 22, 2019. Cape Coral has not yet submitted its response.

The Florida Department of Environmental Protection ("FDEP") has reviewed and processed the Environmental Resource Permit ("ERP") for the project (ERP No. 147954-012),

which modified an existing ERP issued to Charlotte County Mining and Materials, Inc. and authorized modification of the mine to a water supply reservoir. The mine area includes approximately 532 acres of mining cells which are currently in the final stages of mineral extraction and processing and are generally 20 feet deep. The total area of the property is approximately 1000 acres, with 263 acres on the eastern portion of the site primarily comprised of wetlands under conservation easement.

Mosaic Fertilizer, LLC - Integrated Water Use Permit (Peace River, Manasota River, Hillsborough River, and Alafia River Basins)

On February 28, 2019, Mosaic Fertilizer, LLC (“Mosaic”) submitted to SWFWMD Letter Modification Application No. 20011400.028 (“Application”) for its Integrated Water Use Permit (“IWUP”), which authorizes the majority of Mosaic’s water use for its activities in DeSoto, Hardee, Hillsborough, Manatee, Polk, and Sarasota counties. Mosaic is requesting to modify the IWUP to include ongoing recovery efforts relating to the water loss incident that occurred when a sinkhole opened up beneath a phosphogypsum stack at the New Wales Facility in Polk County. As part of the resolution of that incident, Mosaic and FDEP entered into a Consent Order that requires recovery operations withdrawals for public health and safety purposes, and is seeking authorization from SWFWMD to include those quantities in the IWUP. Mosaic is requesting that the total annual average daily quantities assigned to the New Wales Facility be increased from 11,200,500 mgd to 15,888,000 mgd, and peak month quantities be increased from 14,000,500 to 17,476,800 mgd.

In support of the Application, groundwater flow simulations were submitted evaluating any potential impacts. On March 13, 2019, Mosaic submitted additional groundwater flow simulations to specifically evaluate potential impacts to environmental features; Minimum Flows

and Levels (“MFLs”) for the Upper Peace River, the Highlands Ridge Lakes, and the Upper Hillsborough River; and the City of Sarasota’s Verna Wellfield.

In addition to the increased quantities requested at the New Wales Facility, Mosaic is requesting several administrative changes to the IWUP, including changes to the project boundary map; the installation of a proposed replacement well at the South Pierce Facility; reactivation of existing wells at the New Wales Facility; a proposed new well at the New Wales Facility for a guard shack; proposed well replacements at the South Fort Meade Facility; and updates to permit exhibits to reflect the most recent well information. SWFWMD has not yet issued an RAI on the Application.

Mosaic Fertilizer, LLC – Fort Green Mine (Horse Creek/Peace River Watershed)

On February 21, 2019, Mosaic submitted to FDEP its formal request to modify its reclamation plan, authorized by Permit No. 0142476-050, for its Fort Green Mine in Hardee County. The Fort Green Mine was originally permitted by FDEP in May 1995 and authorized impacts to a total of 533.6 acres of jurisdictional wetlands. The most recent reclamation plan, approved in January 2014, proposed 735.5 acres of mitigation, which included 732.0 acres of mitigation for actual impacts and an excess of 3.5 acres to be used for future projects. The current modification proposes a total of 734.0 acres of mitigation for actual impacts and leaves an excess of 1.5 acres of excess mitigation for future impacts.

The requested modification also requests additional changes to several areas of planned mitigation to other areas within the project boundary; changes in mitigation area shapes and acres; and an extension of the reclamation timeframe for the Horse Creek and JP Creek corridor crossings and Wetland F-e hydrologic connector.

Estech, LLC – Agricola Closed Phosphogypsum Stack

On March 11, 2019, the FDEP received the publisher’s affidavit for the FDEP’s notice of intent to issue Permit No. FL0160083 to Estech, LLC for the continued monitoring and maintenance of the Agricola Closed Phosphogypsum Stack in Polk County. The facility consists of a closed phosphogypsum stack and reclaimed phosphate mining ponds that collect stormwater runoff. The renewal permit continues authorization for the discharge of non-process wastewater and stormwater in accordance with the monitoring requirements and effluent limitations of existing Outfall D-001, which discharges into Hooker’s Prairie. The permit was accompanied by an administrative order to require actions to address past exceedances of specific conductance at D-001. The facility appears to be located right on, or just outside of, the western boundary of the Peace River Watershed in Polk County.