

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

AGENDA

October 2, 2019 @ 9:30 a.m.

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

REVISED 09/30/19

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 Elton Langford, DeSoto County, Chairman~~ Commissioner J.C. Deriso, DeSoto County
Commissioner Ken Doherty, Charlotte County, Vice Chairman
Commissioner Priscilla Trace, Manatee County Commissioner
Commissioner Alan Maio, Sarasota County Commissioner

CALL TO ORDER

INVOCATION

Douglas Manson

PLEDGE OF ALLEGIANCE

Led by the Board

WELCOME GUESTS

HOST COUNTY REMARKS

Ray Sandrock, Charlotte County Administrator

PUBLIC COMMENTS

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

RESOLUTIONS/PRESENTATIONS

1. Employee Service Recognition: Kevin Morris 20 Years

CONSENT AGENDA

1. Minutes of July 31, 2019 Board of Directors Meeting
2. Disbursement of Funds for FY 2019 Debt Service Coverage Payments

3. Second Amendment to Agreement for State Lobbyist Services with Diane R. Salz Governmental Consulting
4. Fifth Amendment to Agreement for General Counsel Services with Manson Bolves Donaldson Varn, P.A.
5. 'Classification & Pay Plan' Salary Range Indexing
6. Piggy-Back City of Sarasota Contract with Benchmark EnviroAnalytical Inc. for Water Quality Analysis
7. Maintenance Facility and Warehouse Construction Contract Change Order No. 1 for Additional Time
8. Phase 1 Regional Interconnect Change Order No. 1 for Additional Time.
9. Phase 2 Peace River Dredging Project Final Change Order and Project Close-Out
10. First Amendment to Partially Treated Water ASR Cooperative Funding Agreement 18CF0000854 with SWFWMD
11. Authority Budget Policies Revisions
12. Legislative Priorities for 2020
13. Southwest Florida Water Management District FY 2021 Cooperative Funding Initiative Applications
 - a. Partially Treated Water Aquifer Storage and Recovery Project
 - b. Regional Loop Phase 3B Interconnect
 - c. Peace River Reservoir No. 3 Siting and Feasibility Study
 - d. Regional Integrated Loop System Phase 3C Interconnect Routing and Feasibility Study
 - e. Southern Regional Loop (Segments 2B & 2C) Routing and Feasibility Study

REGULAR AGENDA

1. Water Supply Conditions – Staff Presentation
2. Projects Update – Staff Presentation
3. Manatee/Sarasota Water Sales Agreement
4. ~~Annual Review of Executive Director~~ Deferred until December 4, 2019 Meeting

GENERAL COUNSEL'S REPORT

EXECUTIVE DIRECTOR'S REPORT

ROUTINE STATUS REPORTS

1. Hydrologic Conditions Report
2. Check Registers for July and August 2019
3. Regional Integrated Loop System Phase 1 Interconnect Project [U.S. 17 to Punta Gorda]
4. Regional Integrated Loop System Phase 3B Interconnect Project [SR 681 to Clark Road]
5. Partially Treated Water Aquifer Storage & Recovery
6. Peace River Facility Aquifer Storage & Recovery Operating Permit Renewal
7. Filter Covers Project at Peace River Facility
8. Maintenance Facility & Warehouse Construction
9. Integrated Regional Water Supply Master Plan 2020
10. 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

Wednesday, December 4, 2019 @ 9:30 a.m.
Manatee County Administration Center
Honorable Patricia M. Glass Chambers, First Floor
1112 Manatee Ave West, Bradenton, Florida

ADJOURNMENT

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

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

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
October 2, 2019

RESOLUTIONS/PRESENTATIONS
ITEM 1

Employee Service Recognition

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

The Authority is pleased to recognize the following employee for his service.

Milestone	Employee	Position
20 Years	Kevin Morris	Engineering & Projects Manager

***PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
October 2, 2019***

**CONSENT AGENDA
ITEM 1**

Minutes of July 31, 2019 Board of Directors Meeting

Recommended Action -

Motion to approve minutes of July 31, 2019 Board of Directors meeting.

Draft minutes of the July 31, 2019 Board of Directors meeting are provided for Board approval.

Attachments:

Draft Minutes of July 31, 2019 Board of Directors Meeting

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

July 31, 2019

Board Members Present:

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

Staff Present

Patrick Lehman, Executive Director
Doug Manson, General Counsel
Mike Coates, Deputy Director
Kevin Morris, Engineering & Projects Manager
Ann Lee, Finance & Administration Manager
Richard Anderson, System Operations Manager
Terri Holcomb, Senior Engineer
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 Langford called the meeting to order at 9:30 a.m.

INVOCATION

Commissioner Langford offered the invocation.

PLEDGE OF ALLEGIANCE

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

WELCOME GUESTS

Welcoming remarks were made by DeSoto County Planning Manager, June Fisher.

Commissioner Langford recognized Authority Staff, Kevin Morris who eulogized his son, Zach Morris, who died recently in a tragic vehicle accident.

PUBLIC COMMENTS

No public comments were made.

PUBLIC HEARING

1. Open Public Hearing

Commissioner Langford opened the public hearing at 9:41 a.m.

2. Presentation of Budget for FY 2020

Mr. Lehman presented the proposed final Budget for FY 2020 in accordance with the ‘Second Amended Interlocal Agreement Creating the Peace River Manasota Regional Water Supply Authority’ and the ‘Master Water Supply Contract’. The final budget includes all anticipated expenditures of the Authority for its projects and activities for the ensuing fiscal year, including, but not limited to, operating and maintenance costs, management and planning costs, and debt service.

The Tentative Budget for FY 2020 was approved by the Board on May 29, 2019. There have been no comments received nor changes to the proposed final budget. The final proposed Budget for FY 2020 is \$61,859,484.

3. Public Comment

There were no public comments.

4. Close Public Hearing

Motion was made by Commissioner Doherty, seconded by Commissioner Maio, to close public hearing. Motion was approved unanimously.

Commissioner Langford closed the public hearing at 9:50 a.m.

BUDGET FOR FY 2020

1. Adoption of Budget for FY 2020

Mr. Lehman recommended approval of the proposed final Budget for FY 2020 in the amount of \$61,859,484.

Commissioner Doherty stated that he was very pleased and expressed his appreciation for all the hard work that went into preparing this year’s budget with the workshops, one on one meetings and discussions with member staffs and management teams.

Commissioner Maio commented that for members of the public that may be watching this meeting, it probably seems as though we are just quickly voting on this and moving on. But the truth of it is that there has been many, many meetings, workshops, and effort hours put into this budget to get us to this point. Mr. Lehman and his staff do an extremely excellent job of moving us through all of this and that should be acknowledged.

Motion was made by Commissioner Doherty, seconded by Commissioner Trace, to approve the Budget for FY 2020 in the amount of \$61,859,484. Motion was approved unanimously.

2. Resolution 2019-05 ‘Resolution Setting Forth Rates, Fees and Charges for FY 2020’

Resolution 2019-05 formalizes the Board adoption of the Budget for FY 2020 and establishes the rates, fees and charges by the Authority for FY 2020 in accordance with the ‘Second Amended Interlocal Agreement Creating the Peace River Manasota Regional Water Supply Authority’ and the ‘Master Water Supply Contract’.

Motion was made by Commissioner Doherty, seconded by Commissioner Trace, to approve Resolution 2019-05 ‘Resolution Setting Forth Rates, Fees and Charges for FY 2020’. Motion was approved unanimously.

CONSENT AGENDA

Commissioner Doherty requested Consent Item 8 be removed for discussion.

- 1. Approve minutes of May 29, 2019 Board of Directors Meeting.**
- 2. Approve and authorize Executive Director, or designee to execute U.S. Geological Survey Joint Funding Agreement #20MCJFA0102.**
- 3. Approve Resolution 2019-06 ‘Florida Water Professionals Month’.**
- 4. Approve the ‘Annual Regulatory Plan 2019-2020’.**
- 5. Approve the ‘Special District Public Facilities Report [July 2019].**
- 6. Approve the t of \$500,000 from the General Fund to the Utility Reserve Fund.**
- 7. Letters of Appreciation to Randy Maggard and Bryan Beswick for their Service on the Southwest Florida Water Management District Governing Board**

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 2019-07 Authorizing Issuance of a Line of Credit

Commissioner Doherty asked for clarification on the terms for the line of credit being requested, as well as the payment structure and how that will be coordinated with the individual county management teams.

Ms. Lee stated that the line of credit has a three-year term that will commence this year on October 1, 2019 and go through September 30, 2022. The line allows the Authority to borrow and repay funds as needed. The interest rate will be 79% of LIBOR plus thirty-six basis points, which currently equates to about 2.2% APR with those interest payments being due semi-annually to coincide with the Authority’s bond payments.

In regards to the question concerning member county payment coordination, Ms. Lee explained that the reason we chose to go with the line of credit is to allow the flexibility on how the line is repaid. The minimum commitment will be the interest charges, but we are collecting funds through the budget for these projects and those amounts can be applied towards the interest with any additional funds going towards the principal to keep the line balance low. This provides flexibility in structuring payments from individual Customers.

Motion was made by Commissioner Doherty, seconded by Commissioner Maio to approve Consent Item 8, Resolution 2019-07, A Resolution Of The Board Of Directors Of The Peace River/Manasota

Regional Water Supply Authority With Respect To Issuance Of A Tax-Exempt Series 2019 Non-Revolving Credit Note In An Aggregate Principal Amount Not To Exceed \$5,000,000 To Finance Certain Capital Improvement Projects; Approving The Form And Authorizing The Execution And Delivery Of A Non-Revolving Credit Agreement With Respect To Such Note; Making Certain Covenants And Agreements In Connection Therewith; Providing Certain Other Details With Respect Thereto; Providing For Severability; And Providing An Effective Date For This Resolution. Motion was approved unanimously.

REGULAR AGENDA

1. Water Supply Conditions – Staff Presentation

Richard Anderson presented the Water Supply Conditions at the Peace River Facility as of July 11, 2019.

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

May Water Demand	26.10 MGD
May River Withdrawals	10.98 MGD
<u>Storage Volume:</u>	
Reservoirs	4.59 BG
ASR	<u>10.98 BG</u>
Total	12.29 BG

Mr. Anderson also reviewed the current demand and supply for each of the members/customers for the month of May 2019 and the cumulative historical annual average usage of the region.

Mr. Lehman added that the Board should expect changes in the coming months related to Sarasota County’s usage. With their Carlton Facility being out of service for rehab for the next 18-24 months, their self-supply numbers will be decreasing.

Commissioner Maio commented that the Carlton Facility rehabilitation is something that Sarasota County has been debating on for years, but it is much needed. He added that costs of the Carlton facility rehab are all being paid for by Sarasota County directly.

2. Filter Covers Project at the Peace River Facility

- a. **Construction Contract with Garney Companies, Inc.**
- b. **Construction Services Contract with TKW Consulting Engineers, Inc.**

Kevin Morris presented the Board with an update on the Filter Covers Project at the Peace River Facility. This project involves the construction of screen structures and impervious roofing systems to enhance the design of all 26 filters at the Peace River Facility. The Project is included in the Authority’s 5-year CIP at a total cost of \$4.275M.

Motion was made by Commissioner Maio, seconded by Commissioner Trace, to approve and authorize Executive Director to execute a construction contract for the Filter Covers Project with Garney Companies, Inc. for an amount not-to-exceed \$3,853,000. Motion was approved unanimously.

Motion was made by Commissioner Maio seconded by Commissioner Trace, to confirm consultant ranking and authorize the Executive Director to execute the Agreement for Construction Phase Services with TKW Consulting Engineers, Inc. for the Filter Covers Project for an amount not-to-exceed \$275,339. Motion was approved unanimously.

3. **Regional Integrated Loop System Phase 3B Interconnect Project [SR 681 to Clark Road]**
 - a. **Construction Contract with Garney Consulting, Inc.**
 - b. **Construction Services Contract with King Engineering Associates, Inc.**

Mr. Morris presented the Board with an update on the Regional Integrated Loop Phase 3B Interconnect Project. This project will install 5 miles of 48” and 36” diameter drinking water transmission main in Sarasota County. The project will increase supply availability in northern Sarasota County and advance the regional system toward a future connection with Manatee County. The Project is included in the Authority’s 5-year CIP at a total cost of \$16.7M.

Commissioner Maio asked Mr. Morris to confirm that we are comfortable saying that Garney Companies has the capacity to perform on both of these projects.

Mr. Morris stated that yes, we believe that they do.

Motion was made by Commissioner Maio, seconded by Commissioner Trace, to approve and authorize Executive Director to execute construction contract for the Regional Integrated Loop System Phase 3B Interconnect Project with the Garney Companies, Inc. for an amount not-to-exceed \$12,092,000. Motion was approved unanimously.

Motion was made by Commissioner Maio, seconded by Commissioner Trace, to approve and authorize Executive Director to execute ‘Work Order No. 3 – Construction Phase Services’ with King Engineering Associates Inc. for the Regional Integrated Loop System Phase 3B Interconnect Project for an amount not-to-exceed \$1,355,508. Motion was approved unanimously.

Mr. Lehman commented on the State budget which allocated \$40 million to Water Sustainability Trust and these funds were allocation to the DEP. The DEP in turn decided this week to allocate those funds thru the water management districts like they did in the past. Mr. Lehman stated that the DEP stated that the projects (for which the funds are allocated) must be 1) an alternative water supply, which the 3B project is per our funding agreement with SWFWMD, 2) it needs to be regional, which this project is and 3) most importantly, the project needs to be shovel ready, which the Project is with the Board just approving the two motions. Mr. Lehman stated that he would like to submit on behalf of the Board a request to SWFWMD for use of the Water Sustainability Trust Funding toward the Phase 3B project.

Motion was made by Commissioner Trace, seconded by Commissioner Doherty, to approve and authorize the Executive Director to submit the stated request on behalf of the Peace River Manasota Regional Board of Directors. Motion was approved unanimously.

4. **Novation of Contracts from King Engineering Associates Inc., to Ardurra Group Inc.**

Mike Coates informed the Board that on July 26, 2019, the Authority was formally notified that King Engineering Associates, Inc., has become Ardurra Group, Inc. The notifying correspondence provided details on the name change and associated mergers and acquisitions, and requests novation of the all Authority contracts with King Engineering Associates to Ardurra Group, Inc.

Motion was made by Commissioner Doherty, seconded by Commissioner Trace, to approve and authorize Executive Director to execute novation of existing contracts from King Engineering Associates, Inc. to Ardurra Group, Inc. Motion was approved unanimously.

GENERAL COUNSEL’S REPORT

Mr. Manson stated there was no additional updates to report.

EXECUTIVE DIRECTOR’S REPORT

Mr. Lehman presented this status report for the Board’s information with updates pertaining to the June 27, 2019 Coordinating Committee meeting with Polk Regional Water Cooperative and the June 25, 2019 SWFWMD Governing Board meeting.

ROUTINE STATUS REPORTS

There were no Board comments on routine status reports.

BOARD MEMBER COMMENTS

There were no additional Board member comments.

PUBLIC COMMENTS

There were no additional public comments.

ANNOUNCEMENTS

Chairman Langford announced the following:

Next Authority Board Meeting

Wednesday, October 2, 2019 @ 9:30 a.m.
Charlotte County Administration Center
Commission Chambers, Room 119
18500 Murdock Circle, Port Charlotte, Florida

Future Authority Board Meeting

December 4, 2019 @ 9:30 a.m. - Manatee County

ADJOURNEMENT

There being no further business to come before the Board, the meeting adjourned at 10:27 a.m.

Commissioner Elton A. Langford
Chairman

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
October 2, 2019

CONSENT AGENDA
ITEM 2

Disbursement of Funds for
FY 2019 Debt Service Coverage Payments

Recommended Action - **Motion** to approve Fund Disbursements in accordance with the FY 2020 Budget.

Funds were collected for debt service coverage to meet bond covenants in the base rate charge from Authority Customers in FY 2019. The FY 2020 Budget includes the disbursement of these funds back to the respective Customers. The disbursements of funds as approved in the FY 2020 Budget are shown below.

Customer	Fund Disbursement
Charlotte County	\$268,776
DeSoto County	\$33,773
Sarasota County	\$889,334
City of North Port	\$153,438
Total	\$1,345,321

Budget Action: No action needed.

Attachments:
FY 2020 Budget page 6

**Peace River Manasota Regional Water Supply Authority
FY 2020 Budget**

EXPENDITURES	Administrative Office	Facilities	Total Enterprise Fund
<u>NON-RATE RELATED EXPENDITURES</u>			
Projects			
CIP Projects		19,560,000	19,560,000
Renewal & Replacement Projects		2,592,500	2,592,500
Management & Planning Projects		325,000	325,000
	Subtotal	22,477,500	22,477,500
Fund Disbursements			
Charlotte County		268,776	268,776
DeSoto County		33,773	33,773
Sarasota County		889,334	889,334
North Port		153,438	153,438
	Subtotal	1,345,321	1,345,321
		23,822,821	23,822,821
Total Non-Rate Related Expenditures			
	457,960	61,401,524	61,859,484
Total Expenditures			

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
October 2, 2019**

**CONSENT AGENDA
ITEM 3**

**Second Amendment to Agreement for State Lobbyist Services with
Diane R. Salz Governmental Consulting**

Recommended Action -

Motion to approve Second Amendment to Agreement for State Lobbyist Services with Diane R. Salz Governmental Consulting. #

The Authority's existing Agreement for State Lobbyist Services with Diane R. Salz Governmental Consulting is effective October 1, 2016 for a term of two (2) years and provides for up to three (3) additional one-year extensions upon mutual consent. The first one-year extension of the Agreement was approved by the Board on October 3, 2018. Staff recommends a second one-year extension through the end of September 2020 as provided by the existing Agreement with an annual increase in compensation from \$48,600 to \$51,000.

Budget Action: No action needed.

Attachments:

Tab A Second Amendment to Agreement for State Lobbyist Services

Tab B Existing Agreement for State Lobbyist Services including prior Amendments

TAB A
Second Amendment to Agreement for State lobbyist Services

SECOND AMENDMENT
TO
PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY AGREEMENT
FOR STATE LOBBYIST SERVICES

This SECOND AMENDMENT entered into and effective this 2nd day of October, 2019 by and between the PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY, an independent special district created pursuant to Section 373.1962, Florida Statutes, now found at Section 373.713, Florida Statutes, and Section 163.01, Florida Statutes, acting by and through its governing Board of Directors, hereinafter referred to as the “Authority”, whose address is 9415 Town Center Parkway, Lakewood Ranch, Florida 34202, and Diane R. Salz Governmental Consulting, hereinafter referred to as the “Consultant”, whose address is 2529 Goose Pond Court, Tallahassee, Florida 32308, and collectively referred to as the “Parties”.

WITNESSETH:

WHEREAS, the Authority and Consultant entered into the Peace River Regional Water Supply Authority Agreement for State Lobbyist Services on October 5, 2016 (“Agreement”);

WHEREAS, Paragraph 8.1 of the Agreement provides for a two (2) year term beginning October 1, 2016, and allows for an extension of the Agreement by mutual agreement;

WHEREAS, Paragraph 12.2 of the Agreement sets an annual lump sum compensation payable in monthly installments;

WHEREAS, on October 3, 2018, the First Amendment to the Agreement became effective, which provided for the first one (1) year extension of the Agreement and an annual lump sum compensation of \$48,600.00.

WHEREAS, Paragraph 5 of the Agreement provides that it may only be modified by a written document duly executed by the Parties; and

WHEREAS, the Parties wish to extend the term of the Agreement for one year and increase the compensation for services.

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

1. The first sentence of Paragraph 8.1, as amended, is deleted and replaced with the following:

8.1 This Agreement is effective through October 1, 2020, unless earlier terminated as stated herein.

2. The first sentence of Paragraph 12.2, as amended, is deleted and replaced with the following:

12.2 The Authority agrees to compensate the Consultant an annual lump sum amount of \$51,000.00 for services detailed in **Exhibit "A"** payable in monthly installments of \$4,250.00.

3. The terms, covenants and conditions set forth in the Agreement that have not been specifically amended herein, will continue in existence, are hereby ratified, approved and confirmed, and will remain binding upon the parties hereto.

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

ATTEST:

PEACE RIVER MANASOTA
REGIONAL WATER SUPPLY
AUTHORITY

Patrick J. Lehman, P.E.
Executive Director

Elton A. Langford, Chair

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

Diane R. Salz, President and Owner

TAB B
Existing Agreement for State Lobbyist Services

FIRST AMENDMENT
TO
PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY AGREEMENT
FOR STATE LOBBYIST SERVICES

This FIRST AMENDMENT entered into and effective this 1st day of October, 2018 by and between the PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY, an independent special district created pursuant to Section 373.1962, Florida Statutes, now found at Section 373.713, Florida Statutes, and Section 163.01, Florida Statutes, acting by and through its governing Board of Directors, hereinafter referred to as the "Authority", whose address is 9415 Town Center Parkway, Lakewood Ranch, Florida 34202, and Diane R. Salz Governmental Consulting, hereinafter referred to as the "Consultant", whose address is 2529 Goose Pond Court, Tallahassee, Florida 32308, and collectively referred to as the "Parties".

WITNESSETH:

WHEREAS, the Authority and Consultant entered into the Peace River Regional Water Supply Authority Agreement for State Lobbyist Services on October 5, 2016 ("Agreement");

WHEREAS, Paragraph 8.1 of the Agreement provides for a two (2) year term beginning October 1, 2016, and allows for an extension of the Agreement by mutual agreement;

WHEREAS, Paragraph 12.2 of the Agreement sets an annual lump sum compensation of \$45,000 payable in monthly installments;

WHEREAS, Paragraph 5 of the Agreement provides that it may only be modified by a written document duly executed by the Parties; and

WHEREAS, the Parties wish to extend the term of the Agreement for one year and increase the compensation for services.

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

1. The first sentence of Paragraph 8.1 is deleted and replaced with the following:

8.1 This Agreement is effective through October 1, 2019, unless earlier terminated as stated herein.

2. The first sentence of Paragraph 12.2 is deleted and replaced with the following:


12.2 The Authority agrees to compensate the Consultant an annual lump sum amount of \$48,600.00 for services detailed in Exhibit "A" payable in monthly

installments of \$4,050.00. The Consultant shall be an additional LobbyTools user to the Authority's account at no charge.

3. The terms, covenants and conditions set forth in the Agreement that have not been specifically amended herein, will continue in existence, are hereby ratified, approved and confirmed, and will remain binding upon the parties hereto.


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

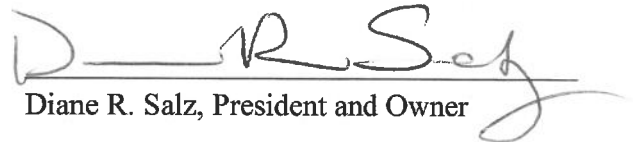
ATTEST:


Patrick J. Lehman, P.E.
Executive Director

PEACE RIVER MANASOTA
REGIONAL WATER SUPPLY
AUTHORITY


Alan Maio, Chair


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


Diane R. Salz, President and Owner

BOARD APPROVED

OCT - 3 2018

**Peace River Manasota
Regional Water Supply Authority**

NOV - PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
NOV -30 2016 AGREEMENT FOR STATE LOBBYIST SERVICES

RECEIVED
RECEIVED

This Agreement for State Lobbyist Services (“Agreement”) is made as of the 5th day of October, 2016, by and between the PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY (“Authority”), an independent special district created pursuant to Sections 163.01 and 373.713, Florida Statutes, and DIANE R. SALZ GOVERNMENTAL CONSULTING (“Consultant”).

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

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

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

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

WHEREAS, Consultant desires to render State Lobbyist Services to the Authority, and has the experience, staff and resources to perform those services.

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

1. REMEDIES.

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

2. WAIVER OF JURY TRIAL AND ENFORCEMENT COSTS.

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

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

3. LICENSE TO PRACTICE.

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

4. SEVERABILITY.

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

5. ENTIRETY OF CONTRACTUAL AGREEMENT.

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

6. WAIVER.

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

7. THIRD PARTY BENEFICIARIES.

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

8. TERM, TERMINATION AND EFFECT OF TERMINATION.

8.1 The term of this Agreement is three years from the October 1, 2016 through September 30, 2018 unless earlier terminated as stated herein. The parties may agree in writing to extend the term for three (3) additional one (1) year periods upon mutual written agreement of both parties.

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

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

9. COMPLIANCE.

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

10. EFFECTIVENESS.

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

11. INDEPENDENT CONTRACTOR.

No relationship of employer or employee is created by this Agreement, it being understood that Consultant will act hereunder as an independent contractor and none of the Consultant's officers, directors, employees, independent contractors, representatives or agents performing services for Consultant pursuant to this Agreement shall have any claim against the

Authority for compensation of any kind under this Agreement. The relationship between the Authority and Consultant is that of independent contractors, and neither shall be considered a joint venturer, partner, employee, agent, representative or other relationship of the other for any purpose expressly or by implication.

12. SERVICES AND COMPENSATION.

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

12.2 The Authority agrees to compensate the Consultant an annual lump sum amount of \$45,000 for the services detailed in **Exhibit "A"** payable in monthly installments of \$3,750. This compensation includes travel expenses for meetings and for up to two trips to the Authority's region.

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

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

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

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

13. NOTICES.

Any and all notices, amendments or alterations to this Agreement or any other communications provided for herein shall be given in writing by email and U.S. Mail. All notices to Authority shall be given to the Executive Director, Peace River Manasota Regional Water Supply Authority, 9415 Town Center Parkway, Lakewood Ranch, Florida 34202 or such

other address as may from time to time be designated in writing by Authority's Board of Directors. All notices to the Consultant shall be given to Diane Salz, President and Owner, Diane R. Salz Governmental Consulting, 2529 Goose Pond Court, Tallahassee, Florida 32308.

14. COUNTERPARTS.


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

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


**Peace River Manasota Regional Water
Supply Authority**

ATTESTS:

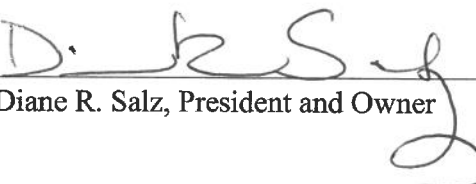
By: 
Patrick Lehman, Executive Director

By: 
Christopher G. Constance, Chairman

Prepared by


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

Consultant

By: 
Diane R. Salz, President and Owner

BOARD APPROVED

OCT - 5 2016

**Peace River Manasota
Regional Water Supply Authority**

EXHIBIT A – SCOPE OF SERVICES

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

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

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
October 2, 2019**

**CONSENT AGENDA
ITEM 4**

**Fifth Amendment to Agreement for General Counsel Services with
Manson Bolves Donaldson Varn, P.A.**

Recommended Action -

Motion to approve Fifth Amendment to Peace River Manasota Regional Water Supply Authority Agreement for General Counsel Services with Manson Bolves Donaldson Varn, P.A. #

The Authority's existing Agreement for General Counsel Services with Manson Bolves Donaldson Varn, P.A. was effective October 1, 2015 and will expire September 30, 2023. Annual amendments to the Agreement provide hourly compensation rates and the total authorized compensation for in-scope work for the ensuing fiscal year. The amendment provides compensation rates and the total not to exceed fee for FY 2020 the same as currently provided for FY 2019. Staff recommends approval of the amendment.

Budget Action: No action needed.

Attachments:

Tab A Fifth Amendment to Agreement for General Counsel Services

Tab B Existing Agreement for General Counsel Services including prior amendments to Agreement

TAB A
Fifth Amendment to Agreement for General Counsel Services

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

This FIFTH AMENDMENT entered into and effective this 1st day of October, 2019 by and between the PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY, an independent special district created pursuant to Section 373.1962, Florida Statutes, now found at Section 373.713, Florida Statutes, and Section 163.01, Florida Statutes, acting by and through its governing Board of Directors, hereinafter referred to as the “Authority”, whose address is 9415 Town Center Parkway, Lakewood Ranch, Florida 34202, and Manson Bolves Donaldson Varn, P.A., hereinafter referred to as the “Firm”, whose address is 109 North Brush Street, Suite 300, Tampa, Florida 33602, and collectively referred to as the “Parties”.

WITNESSETH:

WHEREAS, the Authority and Manson Bolves Donaldson, P.A. entered into the Peace River Regional Water Supply Authority Agreement for General Counsel Services on August 5, 2015, which was subsequently amended on October 5, 2016, October 4, 2017, May 30, 2018, and October 1, 2018 (“Agreement”);

WHEREAS, Paragraph 9.1 of the Agreement provides for a five (5) year term with the Agreement expiring on September 30, 2023;

WHEREAS, Paragraph 13.2 of the Agreement sets the total not to exceed amount for legal fees for Fiscal Year 2019 at One Hundred and Ninety-Five Thousand Dollars (\$195,000.00) and requires the Authority Board of Directors to set the amount for total legal fees annually for each subsequent fiscal year by amendment to the Agreement;

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

WHEREAS, the Parties wish to extend the term of the Agreement and set the total legal fees for Fiscal Year 2020.

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

1. The first sentence of Paragraph 13.2 is deleted and replaced with the following:

13.2 The Authority agrees to compensate the Firm \$225.00 an hour blended rate for attorneys and \$90.00 for paralegals for work performed within the scope set forth in Exhibit “A”; however, the total fees for Authority Fiscal Year 2020

(October 1, 2019 to September 30, 2020) shall not exceed One Hundred and Ninety-Five Thousand Dollars (\$195,000.00).

2. The terms, covenants and conditions set forth in the Agreement that have not been specifically amended herein, will continue in existence, are hereby ratified, approved and confirmed, and will remain binding upon the parties hereto.

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

ATTEST:

PEACE RIVER MANASOTA
REGIONAL WATER SUPPLY
AUTHORITY

Patrick J. Lehman, P.E.
Executive Director

Elton A. Langford, Chair

Douglas Manson, Shareholder

TAB B
Existing Agreement for General Counsel Services

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

This FOURTH AMENDMENT entered into and effective this 1st day of October, 2018 by and between the PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY, an independent special district created pursuant to Section 373.1962, Florida Statutes, now found at Section 373.713, Florida Statutes, and Section 163.01, Florida Statutes, acting by and through its governing Board of Directors, hereinafter referred to as the “Authority”, whose address is 9415 Town Center Parkway, Lakewood Ranch, Florida 34202, and Manson Bolves Donaldson Varn, P.A., hereinafter referred to as the “Firm”, whose address is 109 North Brush Street, Suite 300, Tampa, Florida 33602, and collectively referred to as the “Parties”.

WITNESSETH:

WHEREAS, the Authority and Manson Bolves Donaldson, P.A. entered into the Peace River Regional Water Supply Authority Agreement for General Counsel Services on August 5, 2015, which was subsequently amended on October 5, 2016, October 4, 2017, and May 30, 2018 (“Agreement”);

WHEREAS, Paragraph 9.1 of the Agreement provides for a three year term beginning October 1, 2015, and allows for an extension of the Agreement by mutual agreement;

WHEREAS, Paragraph 13.2 of the Agreement sets the total not to exceed amount for legal fees for Fiscal Year 2018 at One Hundred and Eighty Thousand Dollars (\$180,000), not including litigation fees associated with the formal administrative hearing challenging the Authority’s water use permit and litigation fees associated with the acquisition of easements necessary for the Phase 1 pipeline project (collectively the “Litigation Fees”), and requires the Authority Board of Directors to set the amount for total not to exceed amount for legal fees annually for each subsequent fiscal year by amendment to the Agreement;

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

WHEREAS, the Parties wish to extend the term of the Agreement and set the total not to exceed amount for legal fees for Fiscal Year 2019, excluding Litigation Fees.

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

1. Paragraph 9.1 is hereby deleted and replaced with the following:

9.1 The term of this Agreement is for five (5) years from October 1, 2018 unless earlier terminated as stated herein. The parties may agree in writing to extend the term.

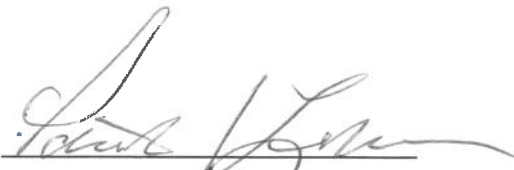
2. The first sentence of Paragraph 13.2 is deleted and replaced with the following:

13.2 The Authority agrees to compensate the Firm \$225.00 an hour blended rate for attorneys and \$90.00 for paralegals for work performed within the scope set forth in Exhibit "A"; however, the total fees for Authority fiscal year 2019 (October 1, 2018 to September 30, 2019) shall not exceed One Hundred and Ninety-Five Thousand Dollars (\$195,000.00).

3. The terms, covenants and conditions set forth in the Agreement that have not been specifically amended herein, will continue in existence, are hereby ratified, approved and confirmed, and will remain binding upon the parties hereto.

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

ATTEST:


Patrick J. Lehman, P.E.
Executive Director

PEACE RIVER MANASOTA
REGIONAL WATER SUPPLY
AUTHORITY


Alan Maio, Chair

BOARD APPROVED

OCT - 3 2018

Peace River Manasota
Regional Water Supply Authority


Douglas Manson, Shareholder

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

This THIRD AMENDMENT entered into and effective this 30th day of May, 2018 by and between the PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY, an independent special district created pursuant to Section 373.1962, Florida Statutes, now found at Section 373.713, Florida Statutes, and Section 163.01, Florida Statutes, acting by and through its governing Board of Directors, hereinafter referred to as the “Authority”, whose address is 9415 Town Center Parkway, Lakewood Ranch, Florida 34202, and Manson Bolves Donaldson Varn, P.A., hereinafter referred to as the “Firm”, whose address is 109 North Brush Street, Suite 300, Tampa, Florida 33602, and collectively referred to as the “Parties”.

WITNESSETH:

WHEREAS, the Authority and Manson Bolves Donaldson, P.A. entered into the Peace River Regional Water Supply Authority Agreement for General Counsel Services on August 5, 2015, which was subsequently amended on October 5, 2016 and October 4, 2017 (“Agreement”);

WHEREAS, Paragraph 13.2 of the Agreement sets the total legal fees for Fiscal Year 2018, specifies that litigation legal services are not included within such amount, and provides that the provision of litigation legal services shall be contracted by amendment to the Agreement;

WHEREAS, Paragraph 13.3 of the Agreement provides that the Authority, through recommendation of the Executive Director and approval by the Board of Directors and Firm, may add additional services and compensation;

WHEREAS, Paragraph C. of Exhibit “A” of the Agreement provides that the Firm will provide litigation legal services pursuant to a separate work order or amendment to the Agreement, which sets the Firm’s current standard litigation fees and an estimated budget for the litigation process;

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

WHEREAS, due to the filing of petitions for formal administrative hearing challenging the Authority’s water use permit, litigation legal services by the Firm are needed and the Firm desires to provide such services in support and defense of the Authority’s Water Use Permit No. 20010420.010; and

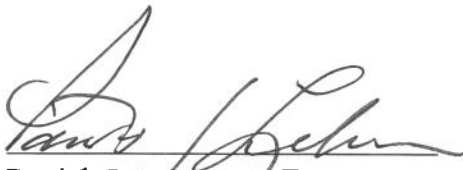
WHEREAS, easement needs to be obtained that will require the commencement of litigation to secure for the Phase 1 pipeline project.

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

1. A new Exhibit "B", which is attached to this Third Amendment, is added to the Agreement.
2. The terms, covenants and conditions set forth in the Agreement that have not been specifically amended herein, will continue in existence, are hereby ratified, approved and confirmed, and will remain binding upon the parties hereto.

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

ATTEST:


Patrick J. Lehman, P.E.
Executive Director

PEACE RIVER MANASOTA
REGIONAL WATER SUPPLY
AUTHORITY


Alan Maio, Chair

BOARD APPROVED

MAY 30 2018

Peace River Manasota
Regional Water Supply Authority



Douglas Manson, Shareholder

Exhibit "B"
LITIGATION LEGAL SERVICES
ASSOCIATED WITH THE AUTHORITY'S WATER USE PERMIT

The Firm shall provide litigation legal services associated with the Authority's Water Use Permit No. 20010420.010 at the following rates:

Senior Attorneys: \$350.00

Associates: \$225.00

The estimated budget for the provision of litigation legal services in the litigation regarding the Water Use Permit in this matter is:

\$500,000.00

The estimated budget for the provision of litigation legal services for condemnation necessary for the Phase I pipeline project.

\$50,000.00

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

This FIRST AMENDMENT entered into and effective this 4th day of October, 2017 by and between the PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY, an independent special district created pursuant to Section 373.1962, Florida Statutes, now found at Section 373.713, Florida Statutes, and Section 163.01, Florida Statutes, acting by and through its governing Board of Directors, hereinafter referred to as the "Authority", whose address is 9415 Town Center Parkway, Lakewood Ranch, Florida 34202, and Manson Bolves Donaldson Varn, P.A., hereinafter referred to as the "Firm", whose address is 1101 West Swann Avenue, Tampa, Florida 33606, and collectively referred to as the "Parties".

WITNESSETH:

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

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

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

WHEREAS, the Agreement was amended to set the total legal fees for Fiscal Year 2017 and reflect a name change of the Firm on October 5, 2016; and


WHEREAS, the Parties wish to set the total legal fees for Fiscal Year 2018.

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

1. Paragraph 13.2 is amended by replacing "fiscal year 2017 (October 1, 2016 through September 30, 2017)" with "fiscal year 2018 (October 1, 2017 to September 30, 2018)" and replacing "\$215.00" with "\$225.00".
2. The terms, covenants and conditions set forth in the Agreement that have not been specifically amended herein, will continue in existence, are hereby ratified, approved and confirmed, and will remain binding upon the parties hereto.

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

ATTEST:



Patrick J. Lehman, P.E.
Executive Director

PEACE RIVER MANASOTA
REGIONAL WATER SUPPLY
AUTHORITY



Alan Maio, Chair

BOARD APPROVED

OCT - 4 2017

Peace River Manasota
Regional Water Supply Authority



Douglas Manson, Shareholder

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

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

WITNESSETH:

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

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

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

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

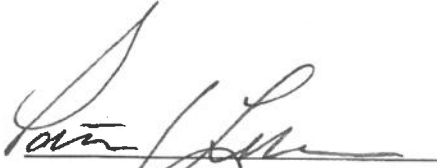
WHEREAS, the Parties wish to set the total legal fees for Fiscal Year 2017.

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

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

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

ATTEST:



Patrick J. Lehman, P.E.
Executive Director

PEACE RIVER MANASOTA
REGIONAL WATER SUPPLY
AUTHORITY



Christopher G. Constance, Chairman



Douglas Manson, Shareholder

BOARD APPROVED

OCT - 5 2016

Peace River Manasota
Regional Water Supply Authority

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

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

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

1. INDEMNIFICATION.

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

2. REMEDIES.

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

3. WAIVER OF JURY TRIAL AND ENFORCEMENT COSTS.

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

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

4. AUTHORITY TO PRACTICE.

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

5. SEVERABILITY.

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

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

6. ENTIRETY OF CONTRACTUAL AGREEMENT.

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

7. WAIVER.

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

8. THIRD PARTY BENEFICIARIES.

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

9. TERM, TERMINATION AND EFFECT OF TERMINATION.

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

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

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

10. COMPLIANCE.

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

11. EFFECTIVENESS.

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

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

12. INDEPENDENT CONTRACTOR.

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

13. SERVICES AND COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

14. URGENT LEGAL REPRESENTATION.

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

15. INSURANCE.

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

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

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

16. NOTICES.

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

17. COUNTERPARTS.

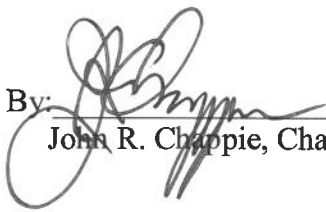
17.1 This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument.

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

ATTESTS:

By: 
Patrick Lehman, Executive Director

**Peace River Manasota Regional Water
Supply Authority**

By: 
John R. Chappie, Chair

BOARD APPROVED

AUG - 5 2015

**Peace River Manasota
Regional Water Supply Authority**

Manson Bolves Donaldson, P.A.

By: 
Douglas Manson, Shareholder

EXHIBIT A – SCOPE OF SERVICES

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

A. Board

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

B. Staff

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

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

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

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

C. Litigation and Legal Defense

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

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

HON. CHRISTOPHER G. CONSTANCE
CHARLOTTE COUNTY

HON. ELTON A. LANGFORD
DESOTO COUNTY

HON. JOHN R. CHAPPIE
MANATEE COUNTY

HON. ALAN MAIO
SARASOTA COUNTY

PATRICK J. LEHMAN, P.E., EXECUTIVE DIRECTOR

August 6, 2015

Douglas Manson, Esquire
Manson Bolves Donaldson, PA
1101 West Swan Avenue
Tampa, FL 33606

RE: Agreement for General Counsel Services between Peace River Manasota
Regional Water Supply Authority and Manson Bolves Donaldson, PA
dated August 5, 2015

Dear Mr. Manson:

Enclosed for your file is one fully executed original of the above-referenced
agreement which was approved by the Board of Directors on August 5, 2015. We
look forward to our continued relationship with Manson Bolves Donaldson, PA.

Cordially,



Patrick J. Lehman, P.E.
Executive Director

Enclosure

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
October 2, 2019

CONSENT AGENDA
ITEM 5

‘Classification & Pay Plan’ Salary Range Indexing

Recommended Action - **Receive and File** Memorandum on ‘Classification & Pay Plan’ Salary Range accepting staff recommendation for Pay Ranges to remain unchanged for FY 2020.

The ‘Classification & Pay Plan’ approved by the Board of Directors December 2018 stipulates that staff is to conduct an annual review of the plan to determine any recommended adjustment to maintain competitiveness of the Authority. Any adjustments are to be applied globally to the system which in effect adjusts the entire salary range. The adjustment will be made on an annual basis as approved by the Board of Directors and effective on October 1st of each fiscal year.

In accordance with the Authority’s policy, staff has conducted a localized survey for pay ranges of our member counties and other local agencies to compare employee compensation. Based on the results of that survey, staff recommends that the Authority’s pay grade ranges remain status quo for FY 2020 as they are currently competitive in the regional market.

Budget Action: No action needed.

Attachments:

Tab A Authority Classification & Pay Plan Policy [applicable sections]
Tab B Memorandum

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

CHAPTER 4 – PLAN ADMINISTRATION AND MAINTENANCE

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

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

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

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

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

TAB B
Memorandum

MEMORANDUM

DATE: October 2, 2019

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

THRU: Patrick J. Lehman
Executive Director

FROM: Ann Lee
Finance/Administration Manager

SUBJ: Classification and Pay Plan Pay Range Indexing

According to policy adopted in the Authority's Pay Plan, the Authority is to conduct a formal Classification and Compensation study at least once every 3 - 5 years and localized salary surveys are performed in the interim years by Authority staff. The last formal Classification and Compensation Study was performed by the Archer Company in 2013 and the study was ratified by the Board in December 2018.

In accordance with policy, Authority staff conducted a localized salary survey which included the current pay plans for eight (8) market peers in the geographic area from Tampa to Fort Myers. Based on staff analysis, the Authority's current pay grades are overall competitive and on par with the regional market for which the Authority competes for talent.

Based on the results of this recent survey, I recommend that the Authority's pay grade ranges remain status quo as they are currently competitive in the regional market.

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

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
October 2, 2019

CONSENT AGENDA
ITEM 6

**Piggy-Back City of Sarasota Contract with Benchmark EnviroAnalytical Inc.
for Water Quality Analysis**

Recommended Action -

Motion to approve piggy-backing on City of Sarasota Contract with Benchmark EnviroAnalytical Inc. for water quality analysis, and authorization for the Executive Director to execute an Agreement for these services.

The Authority requires ongoing water quality analytical services associated with our water treatment, storage, distribution and monitoring operations. The Authority's existing contract for these services is with Benchmark EnviroAnalytical Inc. [Palmetto, Fl.] and was a piggyback on a DeSoto County/Benchmark contract that recently expired. The Authority has received excellent service at very good pricing from this local company for many years and staff proposes to continue these lab services through a piggy-back arrangement on the City of Sarasota contract with Benchmark EnviroAnalytical (Benchmark).

The City of Sarasota completed a competitive selection process for water quality analytical services and contracted with Benchmark Labs in July 2018. The City's contract term is renewable through July 2021. The prices for services in the City's contract overall are substantially less than those in the Authority's 2017 Agreement with Benchmark.

Section 189.4221 Florida Statutes, and Article 9 of the Authority's Procurement Policy allow the Authority, as a Special District to "piggyback" on contracts from other local government, municipality or other Special Districts for commodities and contractual services as long as the following requirements are met:

- The Authority's procurement process is similar to that used by the other local government to procure the commodities or services (*confirmed*)
- The Authority accepts the same terms as the contracting local government (*confirmed*)
- The contractor will agree to the "piggybacking" (*confirmed*)

Staff recommends Board approval for Authority piggy-backing on the City of Sarasota water quality analytical services contract with Benchmark EnviroAnalytical, Inc. and Authorize the Executive Director to execute a general services contract with Benchmark EnviroAnalytical Inc. for water quality analysis.

Budget Action: No action needed.

Attachments:

Tab A Cost Comparison with existing Benchmark Contract

Tab B Authority Agreement to Piggy-Back on City of Sarasota contract for laboratory services.


Tab C Vendor correspondence agreeing to piggy-back contract arrangement.

Tab D City of Sarasota bid and contract documents for laboratory services.

TAB A
Cost Comparison with Existing Benchmark Lab Contract

MEMORANDUM

August 7, 2019

TO: Mike Coates
FROM: Sam Stone 
RE: Outside Lab Services Cost Comparison

As per your request, below is a summary table showing a few selected routine lab parameters with the comparison of lab cost between the Current Desoto County lab services contract and the current City of Sarasota lab services contract.

Lab Parameter	Desoto County Contract Cost	City of Sarasota Contract Cost
THM	\$37.00	\$20.00
HAA5	\$90.00	\$45.00
Pri-Sec Inorg	\$185.00	\$103.00
SOC	\$560.00	\$500.00
VOC	\$75.00	\$30.00
Sec	\$145.00	\$79.00
Gross Alpha	\$30.00	\$27.00
TDS	\$9.00	\$6.00
Cl	\$8.00	\$5.00
sulfate	\$8.00	\$5.00
Arsenic	\$7.00	\$7.00
TOC	\$19.00	\$9.00
T Coliform	\$9.00	\$8.00
Total	\$1,182.00	\$844.00
Difference	28.6 % less cost with City of Sarasota	

TAB B
Authority Agreement to Piggy-Back on City of Sarasota contract for laboratory services

CONTRACT BETWEEN PEACE RIVER MANASOTA
REGIONAL WATER SUPPLY AUTHORITY
AND BENCHMARK ENVIROANALYTICAL, INC.
FOR WATER QUALITY ANALYSIS

This Contract is entered into by and between the Peace River Manasota Regional Water Supply Authority (“Authority”), whose address is 9415 Town Center Parkway, Lakewood Ranch, Florida 34202, and Benchmark EnviroAnalytical, Inc. (“Contractor”), whose address is 1711 12th Street East, Palmetto, Florida 34221, under the terms and conditions set forth in the July 13, 2018 Agreement for Analytical Laboratory Services between the City of Sarasota, Florida, and Benchmark EnviroAnalytical, Inc., (“Agreement”) as amended by the First Extension of Agreement for Analytical Laboratory Services dated May 22, 2019 (“First Amendment”), with the Agreement and First Extension attached as Exhibits A and B, respectively.

Whereas, Section 189.053, Florida Statutes (F.S.), and Article 9 of the Peace River Manasota Regional Water Supply Authority Procurement Policy allows the Authority, as a special district, to “piggyback” on other counties, municipalities, or other special districts for commodities and contractual services, other than those governed by section 287.055, F.S.;

Whereas, the City of Sarasota, after selecting the Contractor through a noticed Invitation to Bid seeking a vendor to provide analytical laboratory services for specified compliance testing and in compliance with the City of Sarasota’s Procurement Policy, entered into the Agreement with the Contractor that was set to expire on July 15, 2019, but which was extended in accordance with Section 4 of the Agreement to July 15, 2020;

Whereas, the Authority and Contractor would like to enter into the Contract based on the terms and conditions of the Agreement;

Whereas, the Contractor stated that it is amendable to allowing the Authority to piggyback the City of Sarasota Bid ITB-18-08BK-0-2018BK in a letter dated August 8, 2019;

Whereas, on October 2, 2019, the Authority of Board of Directors approved “piggybacking” on the Agreement; and

Whereas, all the terms and conditions, covenants, and representations contained in the Agreement, except as modified by this Contract, are hereby incorporated by reference and deemed to be a party of the Contract as if fully set forth herein, and the terms and conditions set forth below will supersede any inconsistent terms and conditions set forth in the Agreement and any amendments.

Now therefore, in consideration of the foregoing and the mutual covenants contained herein, it is agreed to as follows:

1. Incorporation. The above Whereas clauses are incorporated into and are made a part of this Contract.

2. Substituted Party. All references in the Agreement to the City shall extend, and be equally applicable, to the Authority for work performed hereunder by the Contractor for the Authority. Except for the terms that conflict with those herein, both the Authority and the Contractor agree to be equally bound by the Agreement as if it were fully and directly entered into between the Authority and the Contractor.

3. Definitions. All references in the Agreement to the “City Manager” or “Director” shall refer to the Authority’s Executor Director.

4. Payment. The Authority will make payment(s) in accordance with the Local Government Prompt Payment Act, Part VII of Chapter 218, F.S. The last two sentences of Section 3 of the Agreement are deleted.

5. Contingency. The Authority’s performance and obligations to pay under the Contract is contingent upon the Authority’s Board of Directors appropriating funds for each year of the Contract.

6. Public Records. The Public Records Custodian referenced in Section 8 of the Agreement is deleted and replaced with the following:

Ann Lee, Finance & Administration Manager
Alee@regionalwater.org
(941)316-1776
9415 Town Center Parkway
Lakewood Ranch, Florida 34202

7. Entire Agreement. The “office of the Financial Administration Purchasing Division of CITY” referenced in Section 13 of the Agreement is deleted and replaced with “Authority”.

8. Notices. The City of Sarasota and its mailing address referenced in Section 16 of the Agreement is deleted and replaced with the following:

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

9. Insurance. All policies of insurance, except Workers Compensation, shall contain endorsements naming the “Peace River Manasota Regional Water Supply Authority, its officers, employees, agents, and volunteers” as additional insured with respect to liabilities arising out of the performance of services contained herein.

10. Survival. Provisions in the Agreement that survive termination or expiration include those relating to liability, indemnification, governing law, public record law, confidentiality, and others which by their nature are intended to survive.

11. Taxes. The Authority is exempt from payment of all sales, use, or excise taxes.

12. Venue. Any action referenced in the Agreement will be brought in Sarasota County, Florida.

IN WITNESS WHEREOF, this Contract has been signed by the respective parties hereto and shall be effective on October 2, 2019.

Peace River Manasota Regional
Water Supply Authority

Benchmark EnviroAnalytical, Inc.

By: Patrick J. Lehman, P.E.

By:

Title: Executive Director

Title: _____

Date: _____

Date: _____

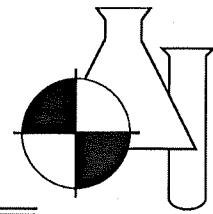
Prepared by:

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

TAB C
Vendor correspondence agreeing to piggy-back contract arrangement

BENCHMARK

EnviroAnalytical, Inc.



August 8, 2019

Mike Coates, P.G.
Deputy Director
PRMRWSA

Mr. Coates,

This letter confirms Benchmark is amenable to allowing PRMRWSA to piggyback City of Sarasota BID ITB-18-08BK-0-2018 BK. Water Quality Analysis was awarded to Benchmark EA by City of Sarasota July 13, 2018.

Regards,

A handwritten signature in cursive script, appearing to read 'Dale Dixon'.

Dale Dixon, Ph.D.
Laboratory Director

TAB D
City of Sarasota bid and contract documents for laboratory services

**FIRST EXTENSION OF AGREEMENT FOR
ANALYTICAL LABORATORY SERVICES**

THIS FIRST EXTENSION OF AGREEMENT FOR ANALYTICAL LABORATORY SERVICES, made and entered into this 22 day of May, 2019, by and between the CITY OF SARASOTA, FLORIDA, a municipal corporation, hereinafter referred to as "CITY," and BENCHMARK ENVIROANALYTICAL, INC., a Florida corporation, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, CITY and CONTRACTOR entered into an Agreement for Analytical Laboratory Services dated July 13, 2018, hereinafter the Agreement, by which CONTRACTOR provides analytical laboratory services for compliance testing of industrial wastewater, drinking water, reagent water, ground water, municipal wastewater, treated effluent discharge to surface waters, and reclaimed water, on an as-needed basis pursuant to Invitation to Bid #18-08BK; and

WHEREAS, the Agreement, by its terms, is set to expire on July 15, 2019; and

WHEREAS, the City Manager, pursuant to Sarasota City Code Section 2-5(3) v., is authorized to administratively approve and execute this First Extension on behalf of CITY so long as the total compensation paid by CITY to CONTRACTOR during the entire term of this Agreement, as extended, does not exceed Two Hundred Thousand Dollars (\$200,000.00); and

WHEREAS, CITY and CONTRACTOR desire to enter into this First Extension so as to extend the term of the Agreement for the first of up to two additional one-year periods.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL COVENANTS CONTAINED HEREIN, IT IS AGREED AS FOLLOWS:

1. Section 4, Term, of the Agreement is hereby modified so as to extend the term thereof for the first of up to two additional one-year periods. Said Section 4 will provide as follows:

4. Term: The term of this Agreement commenced on July 16, 2018. The term of this First Extension will become effective on July 16, 2019 and will expire at 11:59 p.m. on July 15, 2020. CITY may renew this Agreement for one additional one-year period upon the mutual agreement of the parties.

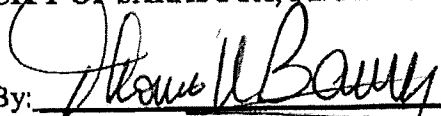
2. Except as expressly set forth herein, all of the terms, covenants and conditions of the Agreement are hereby ratified and confirmed by CITY and CONTRACTOR and each, by the execution of this First Extension of Agreement for Analytical Laboratory Services, hereby signifies their intent to be bound thereby.

IN WITNESS WHEREOF this First Extension of Agreement for Analytical Laboratory Services has been signed and sealed, in duplicate, by the respective parties hereto.

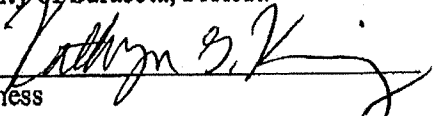
DATED this 22 day of May, 2019 by the City of Sarasota, Florida.

DATED this 16th day of April, 2019 by **Benchmark EnviroAnalytical, Inc.**

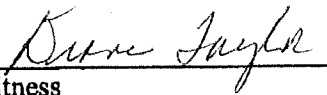
CITY OF SARASOTA, FLORIDA

By: 
Thomas W. Barwin, City Manager

Witnesses as to execution on behalf of City of Sarasota, Florida

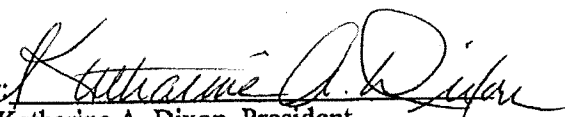

Witness

Kathryn G. King
Print Name


Witness

Dawn Taylor
Print Name

BENCHMARK ENVIROANALYTICAL, INC.

By: 
Katharine A. Dixon, President

Witnesses as to execution on behalf
of Benchmark EnviroAnalytical, Inc.

[Signature]
Witness

Annah Jensen
Print Name

[Signature]
Witness

Bethina Beilfuss
Print Name

STATE OF FLORIDA)
)SS.
COUNTY OF Manatee)

THE FOREGOING INSTRUMENT was acknowledged before me this 16th day of April, 2019, by Katharine A. Dixon, as President of Benchmark EnviroAnalytical, Inc. She is personally known to me or has produced FL Drivers license as identification.



BETH ANN REUTHER
Commission # GG 227865
Expires June 12, 2022
Bonded Thru Budget Notary Services

B.A. Reuther
Notary Public

Print Name: Beth A. Reuther

AGREEMENT FOR ANALYTICAL LABORATORY SERVICES

THIS AGREEMENT FOR ANALYTICAL LABORATORY SERVICES, made and entered into this 13th day of July, 2018 by and between the CITY OF SARASOTA, FLORIDA, a municipal corporation, hereinafter referred to as "CITY," and BENCHMARK ENVIROANALYTICAL, INC., a Florida corporation, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, CITY has publicly announced an Invitation to Bid seeking a vendor to provide analytical laboratory services for compliance testing of industrial wastewater, drinking water, reagent water, ground water, municipal wastewater, treated effluent discharge to surface waters, and reclaimed water on an as-needed basis pursuant to Invitation to Bid #18-08BK; and

WHEREAS, CONTRACTOR has submitted a responsive proposal which has been accepted by CITY to provide CITY with said services; and

WHEREAS, the City Manager, pursuant to Sarasota City Code Section 2-5(3) v., is authorized to administratively approve and execute this Agreement on behalf of CITY so long as the total compensation paid by CITY to CONTRACTOR during the entire term of this Agreement does not exceed Two Hundred Thousand Dollars (\$200,000.00); and

WHEREAS, CITY and CONTRACTOR desire to enter into this Agreement for Analytical Laboratory Services so as to set forth the terms and conditions upon which CONTRACTOR shall provide said services for CITY on an as-needed basis.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL COVENANTS CONTAINED HEREIN, IT IS AGREED AS FOLLOWS:

1. Definitions: The following terms have the meanings herein ascribed to them:

A. *City Manager* means the City manager of the City of Sarasota, Florida, or his designee.

B. *Director* means the Director of the Utilities Department of the City of Sarasota, Florida, or his designee.

C. *Project* means the Scope of Services to be performed by CONTRACTOR pursuant to this Agreement. The Project Scope of Services includes the provision of all labor,

management, supervision, supplies, equipment, transportation, training and materials required to provide analytical laboratory services for compliance testing of industrial wastewater, drinking water, reagent water, ground water, municipal wastewater, treated effluent discharge to surface waters, and reclaimed water. A more specific description of the Project Scope of Services is set forth in the Scope of Work and Specifications found within Invitation to Bid #18-08BK, with a photocopy of said Scope of Work and Specifications being attached hereto and incorporated by reference herein as Exhibit A. CONTRACTOR covenants to provide all of the tasks and subtasks identified within Exhibit A. CONTRACTOR shall perform the Project Scope of Services in strict conformance with Exhibit A. The Project Scope of Services also includes all services described within Invitation to Bid #18-08BK, a copy of which is on file in the offices of the Financial Administration Purchasing Division of CITY and is deemed incorporated by reference into this Agreement. CONTRACTOR covenants to strictly comply with all of the terms and conditions of Invitation to Bid #18-08BK. In the event of any conflict between the terms set forth in the main body of this Agreement, its attachments and Invitation to Bid #18-08BK, the terms and conditions set forth in the main body of this Agreement will control, followed by the terms and conditions set forth in Exhibit A, followed by the terms and conditions within Invitation to Bid #18-08BK, followed by the terms and conditions set forth in Exhibit B.

2. Scope of Services: CONTRACTOR will provide the Project Scope of Services on an as-needed basis. The Director will be responsible for providing CONTRACTOR notices as to when and where Project Scope of Services will be required. The City Manager shall issue a Notice to Proceed or a Purchase Order to CONTRACTOR as a condition precedent to CONTRACTOR commencing any services under this Agreement. CONTRACTOR covenants that the Project Scope of Services must be completed to the satisfaction of the City Manager and

upon a schedule approved, in writing, in advance, by the Director. There is no assurance as to any minimum amount of Project Scope of Services to be provided by CONTRACTOR. Consequently, there is no assurance that CITY will purchase from CONTRACTOR any minimum amount of Project Scope of Services. The City Manager is entitled at all times to be advised, in writing, at his request, as to the status of the work being done by CONTRACTOR and the details thereof. If CONTRACTOR cannot satisfy any deadline set forth in the project schedule, then CONTRACTOR must notify the City Manager in writing at least seven (7) days prior to such deadline of the reason for the delay.

3. Payment: CITY agrees to pay CONTRACTOR for the Project Scope of Services based upon the unit costs set forth in the Pricing Sheet submitted by CONTRACTOR in response to Invitation to Bid #18-08BK. A photocopy of said Pricing Sheet is attached hereto and incorporated by reference herein as Exhibit B. Exhibit B will be used to identify the unit price for each component of the Project Scope of Services identified within Exhibit A and provided by CONTRACTOR to CITY. The relevant itemizations to be used in calculating the payments due from CITY to CONTRACTOR are set forth within Exhibit B. Exhibit B will be used to determine the unit price for each component of the Project Scope of Services. There is no guarantee as to any minimum amount of Project Scope of Services to be ordered by CITY and provided by CONTRACTOR. The component rates set forth within Exhibit B include any and all reimbursable expenses and costs incurred in retaining subcontractors or any other costs incurred in performing the Project Scope of Services. CONTRACTOR may invoice CITY no more often than monthly for the Project Scope of Services provided during the invoice period. Each invoice must set forth each component of the cost itemization set forth on Exhibit B and the number of such components completed during the invoice period. CONTRACTOR is not be

entitled to any payment other than the itemized component amounts set forth within Exhibit B. CITY shall pay CONTRACTOR the invoice amount within thirty (30) days of receipt of a full and complete invoice to the satisfaction of the City Manager. The amount set forth in each invoice must be consistent with the rates set forth in Exhibit B. No amount of compensation, unless authorized by this Section 3, will be due and payable from CITY to CONTRACTOR. As required by Section 2-5(3) v., Sarasota City Code, the parties hereby covenant that the total compensation to be paid by CITY to CONTRACTOR during the entire term of this Agreement, as may be extended, cannot exceed Two Hundred Thousand Dollars (\$200,000.00). This Agreement will require approval of the City Commission of CITY as a condition precedent to any financial liability of CITY which exceeds Two Hundred Thousand Dollars (\$200,000.00) during the entire term of this Agreement.

4. Term: The term of this Agreement will commence on July 16, 2018 and will expire at 11:59 p.m. on July 15, 2019. CITY may renew this Agreement for up to two additional one-year periods upon the mutual agreement of the parties.

5. Termination Without Default: The City Manager has the right at any time upon thirty (30) days written notice to CONTRACTOR to terminate the services of CONTRACTOR hereunder for any reason whatsoever. In the event of such termination, CITY will be responsible to CONTRACTOR only for the fees and compensation earned by CONTRACTOR prior to the effective date of said termination. In no event will CITY be responsible for lost profits of CONTRACTOR or any asserted damages which may arise out of an alleged premature termination of this Agreement. CONTRACTOR acknowledges that the thirty (30) day notice provision set forth in this Section 5 is adequate additional consideration supporting this Termination for Convenience clause.

6. Assignment: CONTRACTOR cannot assign, sell, or transfer any interest in this Agreement.

7. Compliance with Applicable Law: This Agreement is governed by the laws of the State of Florida. CONTRACTOR covenants to promptly comply with all applicable federal, state, county and municipal laws, ordinances, regulations, and rules relating to the services to be performed hereunder and in effect at the time of performance. CONTRACTOR covenants that it will conduct no activity or provide any service that is unlawful or offensive.

8. Public Records: As required by Section 119.0701, Florida Statutes, CONTRACTOR hereby specifically covenants to comply with the public records laws of the State of Florida. CONTRACTOR specifically covenants to:

(a) Keep and maintain public records required by CITY in order to perform the Project Scope of Services.

(b) Upon request from CITY, provide CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if CONTRACTOR does not transfer the records to CITY.

(d) Upon completion of the Agreement, transfer, at no cost, to CITY all public records in possession of CONTRACTOR or keep and maintain public records required by CITY to perform the Project Scope of Services. If CONTRACTOR transfers all public records to CITY upon completion of the Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the Agreement, CONTRACTOR shall meet all applicable requirements for maintaining public records. All records stored electronically must be provided to CITY upon request from CITY in a format that is compatible with the information technology systems of CITY.

(e) IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**PAMELA M. NADALINI, CITY AUDITOR AND CLERK
PAMELA.NADALINI@SARASOTAFL.GOV
(941) 954-4160
1565 FIRST STREET
SARASOTA, FL 34236**

CONTRACTOR acknowledges that, pursuant to Section 119.0701(3)(b), Florida Statutes, if CONTRACTOR fails to comply with CITY'S request for public records, CITY shall enforce the contract provisions in accordance with the contract. CONTRACTOR acknowledges the relief available to CITY includes, but is not be limited to, an action for specific performance.

9. Disclaimer of Joint Venture: CONTRACTOR and CITY warrant and represent by the execution of this Agreement it is not the intent of the parties that this Agreement be construed or deemed to represent a joint venture or undertaking between CITY and CONTRACTOR. CONTRACTOR is solely responsible for the conduct of all activities and services provided by CONTRACTOR as part of its business operations. While engaged in carrying out and complying with the terms of this Agreement, CONTRACTOR is an independent contractor and not an officer or employee of CITY. CONTRACTOR will not at any time or in any manner represent that it or any of its agents or employees are employees of CITY.

10. Right of Inspection: The City Manager has the right at all reasonable times during the term of this Agreement to inspect or otherwise evaluate the work being performed hereunder and the premises in which it is being performed.

11. Remedies - Cumulative: All remedies conferred to CITY are deemed cumulative and no one exclusive of the other, or any other remedy conferred by law.

12. Waiver: The failure of CITY to take any action with respect to any breach of any term, covenant, or condition contained herein, or any instance of default hereunder by CONTRACTOR, will not be deemed to be a waiver of any default or breach by CITY.

13. Entire Agreement: This Agreement, including Invitation to Bid #18-08BK, as well as CONTRACTOR'S response thereto, each on file at the office of the Financial Administration Purchasing Division of CITY, constitute the entire agreement between the parties. All amendments to this Agreement will be ineffective unless reduced to writing as a formal amendment to this Agreement and executed by CITY and CONTRACTOR.

14. Attorney's Fees: Should it be necessary for either party to bring any action against the other alleging a breach of this Agreement or seeking to enforce any of the covenants, provisions, or conditions of this Agreement, the non-prevailing party hereby agrees to pay all costs attendant thereto, including reasonable attorney's fees to the attorney representing prevailing party, and said obligation applies to declaratory relief, if necessary, to interpret any of the terms hereof.

15. Public Entity Crimes: Prior to entering into this Agreement, CONTRACTOR shall file a sworn statement with the Purchasing Manager of CITY, as required by §287.133, Florida Statutes (2018).

16. Notices: Notices and other correspondence required by this Agreement must be sent by certified mail, return receipt requested, to the respective parties at the following addresses:

City of Sarasota
Attention: City Manager
1565 First Street
Sarasota, Florida 34236

Benchmark EnviroAnalytical, Inc.
1711 12th Street East
Palmetto, Florida 34221
Attn: Katharine A. Dixon, President

IN WITNESS WHEREOF this Agreement has been signed and sealed, in duplicate, by the respective parties hereto.

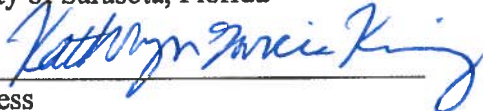
DATED this 13th day of July, 2018 by the City of Sarasota, Florida.

DATED this 5TH day of JULY, 2018 by Benchmark EnviroAnalytical, Inc.

CITY OF SARASOTA, FLORIDA

By: 
Thomas W. Barwin, City Manager

Witnesses as to execution on behalf
of City of Sarasota, Florida

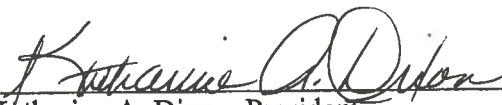

Witness

Kathryn Garcia King
Print Name


Witness

Denise Taylor
Print Name

BENCHMARK ENVIROANALYTICAL,
INC.

By: 
Katharine A. Dixon, President

Witnesses as to execution on behalf
of Benchmark EnviroAnalytical, Inc.

Bettina Beilfuss
Witness

Bettina Beilfuss
Print Name

[Signature]
Witness

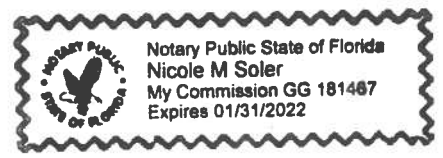
Annal Jensen
Print Name

STATE OF FLORIDA)
)SS.
COUNTY OF Sarasota)

THE FOREGOING INSTRUMENT was acknowledged before me this 5 day of
July, 2018, by Katharine A. Dixon, as President of Benchmark
EnviroAnalytical, Inc. She is personally known to me or has produced
_____ as identification.

[Signature]
Notary Public

Print Name: Nicole Soler



CITY OF SARASOTA
ANALYTICAL LABORATORY SERVICES

1. Scope of Services:

- a. The scope of services shall include analytical laboratory services for compliance testing of industrial wastewater, drinking water, reagent water, ground water, municipal wastewater, treated effluent discharged to surface waters, and reclaimed water. All analysis must be done in accordance with the Florida Department of Environmental Protection (FDEP), Florida Department of Health (FDOH), and the Environmental Protection Agency (EPA) regulations, including appropriate quality assurance and quality control, as well as chain of custody paperwork. All reports, in addition to the results of the analysis, shall include the test methods, detection limits, dates the analyses were performed, and the initials of the person performing the analysis. CONTRACTOR shall provide a Quality Assurance Manual and FDOH certification. The project scope of services will include providing and shipping to the CITY laboratory the required sample containers with all needed supplies (including preservative needed for the specific analysis) in coolers or other containers appropriate for the return shipping of the samples.
- b. Laboratory/ vendor shall provide all necessary sample bottles and containers/coolers for all scheduled pick up services and shall safely transport these samples back to their company/ vendor laboratory. The Laboratory/ vendor shall be notified in a timely manner for all pickup services by the City of Sarasota Utility Department – Laboratory Services office at 1750 12th Street, Sarasota, FL 34236. These pickup services shall be provided Monday through Friday as well as on Holidays. All pricing required on the Bid Form shall be inclusive of this transportation cost. No additional charges are allowed nor will they be paid.

2. Quantities:

- a. Quantities listed are total number of specific analytes for 3 years from commencement. Sampling will be divided into frequencies listed for the total number of analyses.

3. Terms:

- a. Contract will be for one (1) year with additional two (2) one (1) year intervals.

4. Emergency Services:

- a. Please refer to section 53 of the terms and conditions. This contract will include emergency services.

EXHIBIT A

Water and Wastewater Treatment Plants
Environmental Testing Services
Pricing Sheet

Section I Reagent Water Analysis

a) Seventy-two (72) samples analyzed for:

Price per analyte \$

TOC _____

Ammonia/Organic Nitrogen (N) _____

Total Organic Carbon _____

Price per set \$ _____

Frequency: Monthly

Maximum turnaround time: 2 weeks

Total Price \$ _____

Section II Drinking Water Analysis

a) Sixteen (16) samples analyzed for:

Total Coliform by Colilert or comparable SM9223B method for interlab comparison

Price per sample \$ _____

Frequency: Quarterly

Maximum turnaround time: 1 week

Total Price \$ _____

b) Forty-eight (48) samples analyzed for:

Price per analyte \$

TTHM _____

HAA5 _____

Price per set \$ _____

EXHIBIT A

Frequency: Quarterly
Maximum turnaround time: 2 weeks

Total Price \$ _____

c) Six (6) samples analyzed for:

Price per analyte \$

Lead _____

Nitrate _____

Nitrite _____

Price per set \$ _____

Frequency: Yearly
Maximum turnaround time: 2 weeks

Total Price \$ _____

d) Two (2) samples analyzed for:

Price per group \$

Inorganics Table (except Asbestos) _____

Synthetic Organics Table (except Dioxin) _____

Volatile Organics Table (21 analytes) _____

Radionuclides Table _____

Secondaries Table (14) _____

Asbestos _____

Price per set \$ _____

Frequency: Triennially
Maximum turnaround time: 4 weeks

Total Price \$ _____

e) Forty (40) Lead and Copper Rule Customer Tap samples analyzed for:

Price per analyte \$

Lead _____

Copper _____

Price per set \$ _____ **EXHIBIT A**

Frequency: Triennially
Maximum turnaround time: 2 weeks

Total Price \$ _____

f) UCMR 4 samples analyzed for:

List #1 for groundwater
POE sites: 1
Distribution sites: 4
Influent sites: 2

Price per set \$ _____

Frequency: twice
Maximum turnaround time: 4 weeks

Total Price \$ _____

Section III Ground Water Analysis

a) Three hundred forty-two samples analyzed for:

Price per analyte \$

TDS _____

Chlorides _____

Sulfates _____

Price per set \$ _____

Frequency: Monthly
Maximum turnaround time: 2 weeks

Total Price \$ _____

b) Twenty (20) samples analyzed for:

Price per analyte \$

HPC (MPN) _____

Maximum turnaround time: 2 weeks

Total Price \$ _____

EXHIBIT A

Section IV Industrial Waste Analysis

a) One hundred eight (108) samples analyzed for:

Price per analyte \$

Bicarbonate (CaCO3) _____

Sulfate _____

Chlorides _____

TDS _____

Ammonia, Nitrogen _____

Total Phosphorous _____

TKN (Total Kjeldahl Nitrogen) _____

Calcium _____

Magnesium _____

Sodium _____

Potassium _____

Iron _____

Gross Alpha _____

Radium-226 _____

Price per set \$ _____

Frequency: Monthly
Maximum turnaround time: 2 weeks

Total Price \$ _____

b) Sixty (60) samples analyzed for:

Price per analyte \$

Sulfate _____

Chlorides _____

TDS _____

EXHIBIT A

Sodium

_____ *Price per set \$* _____

Frequency: Predicted wet season weekly

Maximum turnaround time: 2 weeks

Total Price \$ _____

c) Rare analytes:

Price per analyte \$

Fluoride, Dissolved (as F)

Radium-228

Total Suspended Solids

Biochemical Oxygen Demand-5

Iron, Total Recoverable

Phosphorus, Ortho (PO₄)

Hydrogen Sulfide

Color

Bromide (as Br)

Calcium, Total Recoverable

Copper, Total Recoverable,
with MIBK extraction

Cadmium, Total Recoverable

Nitrogen, Total

Nitrogen, Organic, Total (as N)

Nitrogen, Nitrate, Total (as N)

Nitrogen, Nitrite, Total (as N)

Nitrogen, Ammonia, Total Unionized(asN)

Aluminum, Total Recoverable

EXHIBIT A

Barium, Total Recoverable _____

Mercury, Total Recoverable
(low level - 245.7 or 1631 E) _____

Sulfite (as SO₃) _____

Surfactants (MBAS) _____

Total Alkalinity _____

Frequency: rare
Maximum turnaround time: 2 weeks

WASTEWATER TREATMENT PLANT NEEDS

Section V Reagent Water Analysis

a) Three (3) samples analyzed for:

Cadmium

Copper

Chromium

Nickel

Lead

Zinc

Frequency: Annually Price per sample \$
Maximum turnaround time: 2 weeks

Total Price \$

b) Twelve (12) samples analyzed for:

Student T Test ≤ 2.78

Frequency: Quarterly Price per sample \$
Maximum turnaround time: 2 weeks

Total Price \$

EXHIBIT A

c) Thirty six (36) samples analyzed for:

Total Kjeldahl Nitrogen
Ammonia/org N
Total Organic Carbon
HPC

Frequency: Monthly
Maximum turnaround time: 2 weeks

Price per sample \$ _____

Total Price \$ _____

Total Price for Section V: \$ _____

Section VI Effluent Discharge

a) Thirty Six (36) samples analyzed for:

Copper

Frequency: Monthly
Maximum turnaround time: 1 week

Price per sample \$ _____

Total Price \$ _____

b) Thirty Six (36) samples analyzed for:

Bromoform
Chloroform
Dichlorobromomethane
Dibromochloromethane
Total Trihalomethanes (calculated)

Frequency: Monthly
Maximum turnaround time: 1 week

Price per sample \$ _____

Total Price \$ _____

c) Four hundred sixty-eight (468) samples analyzed for:

Enterococcus

Frequency: 3/Week
Maximum turnaround time: 1 week

Price per sample \$ _____

Total Price \$ _____

EXHIBIT A

d) Seven hundred eighty (780) samples analyzed for:

Total Kjeldahl Nitrogen
Nitrate + Nitrite
Ammonia
Total Phosphorus
Total Nitrogen (calculated)

Frequency: Daily *Price per sample \$*
Maximum turnaround time: 1 week
Total Price \$

e) Three (3) samples analyzed for:

FDEP 62-550 Primary and Secondary Drinking Water Standards
(excluding asbestos, color and corrosivity)
Table 1 – Inorganic Compounds
Table 3 – Disinfection Byproducts
Table 4 – Volatile Organic Compounds
Table 5 – Synthetic Organic Compounds
Table 6 – Secondary Standards
TTHMs, gross alpha, RA 226, RA 228
Boron, Total hardness

Frequency: Annually *Price per sample \$*
Maximum turnaround time: 3 weeks *Total Price \$*

f) Three (3) samples analyzed for:

Low level dioxin

Frequency: Annually *Price per sample \$*
Maximum turnaround time: 3 weeks *Total Price \$*

g) Six (6) samples analyzed for:

FDEP 62-620.910(2)
(excluding pH, cBOD, fecal coliform, chlorine residual and dissolved oxygen)

Frequency: Annually *Price per sample \$*
Maximum turnaround time: 3 weeks *Total Price \$*

EXHIBIT A

h) One (1) sample analyzed for:

Cryptosporidium

Giardia

E. coli (MPN)

Enterococcus

Frequency: Biennial

Price per sample \$

Maximum turnaround time: 3 weeks

Total Price \$

i) Seventy five (75) samples analyzed for:

cBOD

TSS

Fecal coliform

Frequency: Daily

Price per sample \$

Maximum turnaround time: 3 weeks

Total Price \$

*Section VI.i will only apply if the City of Sarasota WWTP lab experienced down time due to equipment failure or during laboratory chemists vacation time. Daily pickups would be required.

Total Price for Section VI: _____

**Section VII follows on next page

EXHIBIT A

Section VII Groundwater Monitoring

a) One hundred ninety-two (192) samples analyzed for:

- Sulfate
- Total Dissolved Solids
- Arsenic
- Chromium
- Cadmium
- Lead
- Sodium
- Nitrate
- Chloride
- Fecal coliform

Frequency: Quarterly Price per sample \$

Maximum turnaround time: 3 weeks Total Price \$

b) Twelve (12) rounds of sampling 16 groundwater wells

Frequency: Quarterly Price per quarter (16 wells) \$

Maximum turnaround time: N/A Total Price \$

c) Six (6) samples analyzed for:

FDEP 62-550 Primary and Secondary Drinking Water Standards
(excluding asbestos, acrylamide, dioxin, butachlor, epichlorohydrin, pesticides and PCBs)

Frequency: Once Price per sample \$

Maximum turnaround time: 3 weeks Total Price \$

Total Price for Section VII: _____

**Section VIII follows on next page

EXHIBIT A

Section VIII Wastewater Residuals

a) Twelve (12) samples analyzed for:

Arsenic

Cadmium

Copper

Lead

Mercury

Molybdenum

Nickel

Selenium

Zinc

Potassium

Total solids

Total Kjeldahl Nitrogen

Nitrate + Nitrite

Total Nitrogen

Total Phosphorus

Frequency: Quarterly

Price per sample \$ _____

Maximum turnaround time: 2 weeks

Total Price \$ _____

**** Summary Grand Total of All Sections on next page**

EXHIBIT A

Summary Grand Total All Sections

Total Price – Section I:	\$
Total Price – Section II:	\$
Total Price – Section III:	\$
Total Price – Section IV:	\$
Total Price – Section V:	\$
Total Price – Section VI:	\$
Total Price – Section VII:	\$
Total Price – Section VIII:	\$

Grand Total - All Sections \$ _____

EXHIBIT A

Water and Wastewater Treatment Plants Environmental Testing Services

Pricing Sheet

REVISED - (Addendum #2)

Section I Reagent Water Analysis

a) Seventy-two (72) samples analyzed for:

	<i>Price per analyte \$</i>
TKN	<u>12.00</u>
Ammonia/Organic Nitrogen (N)	<u>9.00</u>
Total Organic Carbon	<u>9.00</u>
	<i>Price per set \$</i> <u>30.00</u>

Frequency: Monthly
Maximum turnaround time: 2 weeks

Total Price \$ 2,160.00

Section II Drinking Water Analysis

a) Sixteen (16) samples analyzed for:
Total Coliform by Colilert or comparable SM9223B method for interlab comparison

Price per sample \$ 8.00

Frequency: Quarterly
Maximum turnaround time: 1 week

Total Price \$ 128.00

b) Forty-eight (48) samples analyzed for:

	<i>Price per analyte \$</i>
TTHM	<u>20.00</u>
HAA5	<u>45.00</u>
	<i>Price per set \$</i> <u>65.00</u>

Frequency: Quarterly
Maximum turnaround time: 2 weeks

Total Price \$ 3,120.00

REVISED BID FORM 18-088K: ANALYTICAL LABORATORY SERVICES

BENCHMARK ENVIRONMENTAL ANALYTICAL, INC. - *Katharine C. D'Amico* 05/23/18

EXHIBIT B

c) Six (6) samples analyzed for:

	Price per analyte \$
Lead	<u>7.00</u>
Nitrate	<u>5.00</u>
Nitrite	<u>5.00</u>
	Price per set \$ <u>17.00</u>

Frequency: Yearly
Maximum turnaround time: 2 weeks

Total Price \$ 102.00

d) Two (2) samples analyzed for:

	Price per group \$
Inorganics Table (except Asbestos)	<u>103.00</u>
Synthetic Organics Table (except Dioxin)	<u>500.00</u>
Volatile Organics Table (21 analytes)	<u>30.00</u>
Radionuclides Table	<u>154.00</u>
Secondaries Table (14)	<u>79.00</u>
Asbestos	<u>150.00</u>
	Price per set \$ <u>1,016.00</u>

Frequency: Triennially
Maximum turnaround time: 4 weeks

Total Price \$ 2,032.00

e) Forty (40) Lead and Copper Rule Customer Tap samples analyzed for:

	Price per analyte \$
Lead	<u>7.00</u>
Copper	<u>5.00</u>
	Price per set \$ <u>12.00</u>

Frequency: Triennially
Maximum turnaround time: 2 weeks

Total Price \$ 480.00

REVISED BID FORM 18-088K: ANALYTICAL LABORATORY SERVICES

BENCHMARK ENVIRONMENTAL ANALYTICAL, INC. - Katherine O'Donovan 05/23/18

EXHIBIT B

f) UCMR 4 samples analyzed for:

List #1 for groundwater
POE sites: 1
Distribution sites: 4
Influent sites: 2

Price per set \$ 2,799.00

Frequency: twice
Maximum turnaround time: 4 weeks

Total Price \$ 5,598.00

Section III Ground Water Analysis

a) Three hundred forty-two samples analyzed for:

Price per analyte \$

TDS 6.00

Chlorides 5.00

Sulfates 5.00

Price per set \$ 16.00

Frequency: Monthly
Maximum turnaround time: 2 weeks

Total Price \$ 5,472.00

b) Twenty (20) samples analyzed for:

Price per analyte \$

HPC (MPN) 13.00

Maximum turnaround time: 2 weeks

Total Price \$ 260.00

Section IV Industrial Waste Analysis

a) One hundred eight (108) samples analyzed for:

	<i>Price per analyte \$</i>
Bicarbonate (CaCO3)	<u>7.00</u>
Sulfate	<u>5.00</u>
Chlorides	<u>5.00</u>
TDS	<u>6.00</u>
Ammonia, Nitrogen	<u>9.00</u>
Total Phosphorous	<u>9.00</u>
TKN (Total Kjeldahl Nitrogen)	<u>12.00</u>
Calcium	<u>4.00</u>
Magnesium	<u>4.00</u>
Sodium	<u>4.00</u>
Potassium	<u>4.00</u>
Iron	<u>4.00</u>
Gross Alpha	<u>27.00</u>
Radium-226	<u>61.00</u>
	Price per set \$ <u>161.00</u>

Frequency: Monthly
Maximum turnaround time: 2 weeks

Total Price \$ 17,388.00

b) Sixty (60) samples analyzed for:

	<i>Price per analyte \$</i>
Sulfate	<u>5.00</u>
Chlorides	<u>5.00</u>
TDS	<u>6.00</u>

REVISED BID FORM 18-08BK: ANALYTICAL LABORATORY SERVICES

BENCHMARK ENVIROANALYTICAL, INC. - *Khalani Q. Dizon* 05/23/18
EXHIBIT B

Sodium

4.00

Price per set \$ 20.00

Frequency: Predicted wet season weekly
Maximum turnaround time: 2 weeks

Total Price \$ 1,200.00

c) Rare analytes:

Price per analyte \$

Fluoride, Dissolved (as F)

14.00

Radium-228

75.00

Total Suspended Solids

13.00

Biochemical Oxygen Demand-5

20.00

Iron, Total Recoverable

14.00

Phosphorus, Ortho (PO₄)

14.00

Hydrogen Sulfide

18.00

Color

12.00

Bromide (as Br)

15.00

Calcium, Total Recoverable

12.00

Copper, Total Recoverable,
with MIBK extraction

65.00

Cadmium, Total Recoverable

14.00

Nitrogen, Total

36.00

Nitrogen, Organic, Total (as N)

36.00

Nitrogen, Nitrate, Total (as N)

14.00

Nitrogen, Nitrite, Total (as N)

14.00

Nitrogen, Ammonia, Total Unionized(asN)

16.00

Aluminum, Total Recoverable

12.00

REVISED BID FORM 18-08BK: ANALYTICAL LABORATORY SERVICES

BENCHMARK ENVIRONMENTAL, INC. - *Katharine O'Leary* 05/23/18

EXHIBIT B

Barium, Total Recoverable	<u>14.00</u>
Mercury, Total Recoverable (low level - 245.7 or 1631 E)	<u>85.00</u>
Sulfite (as SO ₃)	<u>20.00</u>
Surfactants (MBAS)	<u>35.00</u>
Total Alkalinity	<u>14.00</u>

Frequency: rare
Maximum turnaround time: 2 weeks

Total Price \$ 582.00

WASTEWATER TREATMENT PLANT NEEDS

Section V Reagent Water Analysis

a) Three (3) samples analyzed for:

Cadmium
Copper
Chromium
Nickel
Lead
Zinc

Frequency: Annually
Maximum turnaround time: 2 weeks

Price per sample \$ 32.00

Total Price \$ 96.00

b) Twelve (12) samples analyzed for:

Student T Test ≤ 2.78

Frequency: Quarterly
Maximum turnaround time: 2 weeks

Price per sample \$ 190.00

Total Price \$ 2,280.00

c) Thirty six (36) samples analyzed for:

Total Kjeldahl Nitrogen
Ammonia/org N
Total Organic Carbon
HPC

Frequency: Monthly Price per sample \$ 43.00
Maximum turnaround time: 2 weeks Total Price \$ 1,548.00

Total Price for Section V: \$ 3,924.00

Section VI Effluent Discharge

a) Thirty Six (36) samples analyzed for:

Copper

Frequency: Monthly Price per sample \$ 5.00
Maximum turnaround time: 1 week Total Price \$ 180.00

b) Thirty Six (36) samples analyzed for:

Bromoform
Chloroform
Dichlorobromomethane
Dibromochloromethane
Total Trihalomethanes (calculated)

Frequency: Monthly Price per sample \$ 20.00
Maximum turnaround time: 1 week Total Price \$ 720.00

c) Four hundred sixty-eight (468) samples analyzed for:

Enterococcus

Frequency: 3/Week Price per sample \$ 15.00
Maximum turnaround time: 1 week Total Price \$ 7,020.00

REVISED BID FORM 18-08BK: ANALYTICAL LABORATORY SERVICES

BENCHMARK ENVIRONMENTAL ANALYTICAL, INC. - *Katharine O. Dignan* 05/23/18

EXHIBIT B

d) Seven hundred eighty (780) samples analyzed for:

Total Kjeldahl Nitrogen
Nitrate + Nitrite
Ammonia
Total Phosphorus
Total Nitrogen (calculated)

Frequency: Daily Price per sample \$ 35.00
Maximum turnaround time: 1 week
Total Price \$ 27,300.00

e) Three (3) samples analyzed for:

FDEP 62-550 Primary and Secondary Drinking Water Standards
(excluding asbestos, color and corrosivity)
Table 1 – Inorganic Compounds
Table 3 – Disinfection Byproducts
Table 4 – Volatile Organic Compounds
Table 5 – Synthetic Organic Compounds
Table 6 – Secondary Standards
Gross alpha, RA 226, RA 228

Frequency: Annually Price per sample \$ 984.00
Maximum turnaround time: 3 weeks Total Price \$ 2,952.00

f) Three (3) samples analyzed for:

Low level dioxin

Frequency: Annually Price per sample \$ 275.00
Maximum turnaround time: 3 weeks Total Price \$ 825.00

g) Six (6) samples analyzed for:

FDEP 62-620.910(2)
(excluding pH, cBOD, fecal coliform, chlorine residual and dissolved oxygen)

Frequency: Annually Price per sample \$ 428.00
Maximum turnaround time: 3 weeks Total Price \$ 2,568.00

REVISED BID FORM 18-088K: ANALYTICAL LABORATORY SERVICES

BENCHMARK ENVIRONMENTAL ANALYTICAL, INC. — *Katharine O'Donoghue* 05/23/18

EXHIBIT B

h) One (1) sample analyzed for:

Cryptosporidium

Giardia

E. coli (MPN)

Enterococcus

Frequency: Biennial

Maximum turnaround time: 3 weeks

Price per sample \$ 538.00

Total Price \$ 538.00

i) Seventy five (75) samples analyzed for:

cBOD

TSS

Fecal coliform

Frequency: Daily

Maximum turnaround time: 3 weeks

Price per sample \$ 26.00

Total Price \$ 1,950.00

*Section VI.1 will only apply if the City of Sarasota WWTP lab experienced down time due to equipment failure or during laboratory chemists vacation time. Daily pickups would be required.

Total Price for Section VI: 44,053.00

**Section VII follows on next page

Section VII Groundwater Monitoring

a) One hundred ninety-two (192) samples analyzed for:

- Sulfate
- Total Dissolved Solids
- Arsenic
- Chromium
- Cadmium
- Lead
- Sodium
- Nitrate
- Chloride
- Fecal coliform

Frequency: Quarterly Price per sample \$ 55.00
Maximum turnaround time: 3 weeks Total Price \$ 10,560.00

b) Twelve (12) rounds of sampling 16 groundwater wells

Frequency: Quarterly Price per quarter (16 wells) \$ 624.00
Maximum turnaround time: N/A Total Price \$ 7,488.00

c) Six (6) samples analyzed for:

FDEP 62-550 Primary and Secondary Drinking Water Standards Table 1 - 6
(excluding asbestos, acrylamide, dioxin, butachlor, epichlorohydrin, pesticides and PCBs)
(including Gross Alpha, RA-226, RA-228)

Frequency: Once Price per sample \$ 917.00
Maximum turnaround time: 3 weeks Total Price \$ 5,502.00

Total Price for Section VII: 23,550.00

**Section VIII follows on next page

REVISED BID FORM 18-088K: ANALYTICAL LABORATORY SERVICES

BECHMAK ENVIRONMENTAL, INC. - Katherine A. Dixon 05/23/18
EXHIBIT B

Section VIII Wastewater Residuals

a) Twelve (12) samples analyzed for:

Arsenic

Cadmium

Copper

Lead

Mercury

Molybdenum

Nickel

Selenium

Zinc

Potassium

Total solids

Total Kjeldahl Nitrogen

Nitrate + Nitrite

Total Nitrogen

Total Phosphorus

Frequency: Quarterly

Price per sample \$ 89.00

Maximum turnaround time: 2 weeks

Total Price \$ 1,068.00

**** Summary Grand Total of All Sections on next page**

REVISED BID FORM 18-08BK: ANALYTICAL LABORATORY SERVICES

BENCHMARK ENVIRONMENTAL ANALYTICAL, INC. - *Katherine A. Dorian* 05/23/18

EXHIBIT B

Summary Grand Total All Sections

Total Price – Section I:	\$	2,160.00	
Total Price – Section II:	\$	11,460.00	
Total Price – Section III:	\$	5,732.00	
Total Price – Section IV:	\$	18,588.00	Corrected Total \$19,170.00
Total Price – Section V:	\$	3,924.00	
Total Price – Section VI:	\$	44,053.00	
Total Price – Section VII:	\$	23,550.00	
Total Price – Section VIII:	\$	1,068.00	

Grand Total - All Sections \$ ~~110,535.00~~ Corrected Total \$111,117.00

REVISED BID FORM 18-08BK: ANALYTICAL LABORATORY SERVICES

BENCHMARK ENVIRONMENTAL ANALYTICAL, INC. — *Katherine O. Dwyer* 05/23/18

EXHIBIT B



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/6/2018

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

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

PRODUCER Boyd Insurance & Investment Services, Inc. 717 Manatee Avenue West #300 Bradenton FL 34205	CONTACT NAME: Charyn Walker	
	PHONE (A/C, No, Ext): 941-745-8300	FAX (A/C, No): 941-782-6287
E-MAIL ADDRESS: charynw@boydinsurance.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : FCCI Insurance Company		10178
INSURER B : Landmark American Insurance Company		33138
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED BENCEN1
 Benchmark EnviroAnalytical, Inc.
 1711 12th Street East
 Palmetto FL 34221


COVERAGES **CERTIFICATE NUMBER: 1396418048** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		GL0003715 13	7/20/2017	7/20/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	Y		CA100003735-02	7/20/2017	7/20/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			UMB100015778-01	7/20/2017	7/20/2018	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A	001WC17A71128	10/22/2017	10/22/2018	<input checked="" type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER E.L EACH ACCIDENT \$ 1,000,000 E.L DISEASE - EA EMPLOYEE \$ 1,000,000 E.L DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional			LHC788830	4/1/2018	4/1/2019	Limit Aggregate 500,000 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Bid# 18-08BK Analytical Laboratory Services

Certificate Holder is included as Additional Insured on the General Liability policy described, per attached form CGL088, if required by written contract. General Liability provides Waiver of Subrogation in favor of the certificate holder shown per attached form CGL088, if required by written contract. Certificate Holder is included as Additional Insured on the Automobile policy described if required by written contract, per attached form CAU 003-FL (12-08). Umbrella policy is excess over General Liability, Auto Liability and Employers Liability.

CERTIFICATE HOLDER The City of Sarasota, its individual trustees, officers, directors, employees, agents and representatives 1565 1st Street Sarasota FL 34236	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA AUTO ADVANTAGE COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

NOTE: The following are additions, replacements and amendments to the Business Auto Coverage Form, and will apply unless excluded by separate endorsement(s) to the Business Auto Coverage Form.

With respect to coverages provided by this endorsement, the provisions of the Business Auto Coverage Form apply unless modified by this endorsement.

The Business Auto Coverage Form is amended as follows:

SECTION II – LIABILITY COVERAGE is amended as follows:

A.1. Who Is An Insured provision is amended by adding the following:

- d. Any legally incorporated subsidiary of yours in which you own more than 50% of the voting stock on the effective date of this coverage form. However, "insured" does not include any subsidiary that is an "insured" under any other liability policy or would be an "insured" under such a policy but for its termination or the exhaustion of its limits of insurance. In order for such subsidiaries to be considered insured under this policy, you must notify us of such subsidiaries within 60 days of policy effective date.
- e. Any organization you newly acquire or form during the policy period, other than a partnership or joint venture, and over which you maintain sole ownership or a majority interest. However, coverage under this provision:
 - (1) Does not apply if the organization you acquire or form is an "insured" under another liability policy or would be an "insured" under such a policy but for its termination or the exhaustion of its limits of insurance;
 - (2) Does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - (3) Is afforded only for the first 90 days after you acquire or form the organization or until the end of the policy period, whichever comes first.
- f. Who Is An Insured is amended to include as an insured any person or organization except a person or organization that leases or rents "auto(s)" to you, but only to the extent of his, her, or its liability for whom you and such person or organization have agreed in writing in a contract or agreement, signed and executed by you prior to the loss for which coverage is sought, that such person or organization be added as an additional insured on your policy. Certificates of insurance will not be considered an Agreement to Insure.

Such person or organization is an additional insured but only with respect to your negligent actions, which cause liability to be imposed on such person or organization without fault on the part of said person or organization.

A.2. **Coverage Extensions, Supplementary Payments** a.(2) and a (4) are deleted and replaced with the following:

- (2) Up to \$3,000 for cost of bail bonds (including bond for related traffic violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$350 a day because of time off from work.

SECTION III – PHYSICAL DAMAGE COVERAGE is amended as follows:

4. **Coverage Extensions** a. and b. are deleted and replaced with the following:

a. **Transportation Expenses:**

We will pay up to \$40 per day to a total maximum of \$1,200 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type or light trucks with a gross vehicle weight of less than 10,000 pounds. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

b. **Loss of Use Expenses**

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for hired "autos";
- (2) Specified Causes of Loss only if the Declarations indicate that Specified Causes of Loss Coverage is provided for hired "autos"; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for hired "autos".

However, the most we will pay for any expenses for loss of use to any one vehicle is \$40 per day, to a total maximum of \$1200.

The following Coverage Extension is added:

c. **Fire Department Service Charge**

When a fire department is called to save or protect a covered "auto", its equipment, its contents, or occupants from a covered cause of loss, we will pay up to \$1,000 for your liability for fire department service charges:

- (1) Assumed by contract or agreement prior to loss; or
- (2) Required by local ordinance.

No deductible applies to this additional coverage.

d. **Auto Loan/Lease Gap Coverage**

For those businesses not shown in the Declarations as "auto" dealerships, the following provisions apply:

- (1) If a long term leased "auto", under an original lease agreement, is a covered "auto" under this Coverage Form and the lessor of the covered "auto" is named as an additional insured under this policy, in the event of a total loss to the leased covered "auto", we will pay any unpaid amount due on the lease, less the amount paid under the Physical Damage Coverage Section of the policy; and less any:
 - (a) Overdue lease payments at the time of the "loss";
 - (b) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - (c) Security deposits not returned by the lessor;
 - (d) Costs for extended warranties, Credit Life Insurance, Health Accident or Disability Insurance purchased with the lease; and
 - (e) Carry-over balances from previous loans or leases.
- (2) If an owned "auto" is a covered "auto" under this Coverage Form and the loss payee of the covered "auto" is named a loss payee under this policy, in the event of a total loss to the covered "auto", we will pay any unpaid amount due on the loan, less the amount paid under the Physical Damage Coverage Section of the policy; and less any:
 - (a) Overdue loan payments at the time of the "loss";
 - (b) Costs for extended warranties, Credit Life Insurance, Health Accident or Disability Insurance purchased with the loan; and
 - (c) Carry-over balances from previous loans.

D. **Deductible** is deleted and replaced with the following:

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations subject to the following:

Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning, and, no deductible applies to glass damage to the side or rear windows if the glass is repaired rather than replaced. However, no deductible shall be applied to damage to the windshield of any covered "auto."

SECTION IV – BUSINESS AUTO CONDITIONS is amended as follows:

Loss Conditions A.2.a. Duties in the Event of Accident, Claim, Suit or Loss is amended to add the following paragraph:

- (4) This duty applies when the "accident", claim, "suit" or "loss" is first known to:
 - (a) You, if you are an individual;
 - (b) A partner, if you are a partnership;

- (c) An executive officer or insurance manager, if you are a corporation; or
- (d) A member or manager, if you are a limited liability company.

General Conditions B.2. Concealment, Misrepresentation or Fraud is amended to include the following:

However, if you unintentionally fail to disclose any hazards at the inception of your policy, we will not deny coverage under this Coverage Form because of such failure. This provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

2. Loss of Earnings

Paragraph 1.d. is replaced with the following:

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

SECTION II – WHO IS AN INSURED is amended as follows:

1. Incidental Malpractice

Paragraph 2.a.(1)(d) is replaced with the following:

- (d) Arising out of his or her providing or failing to provide professional health care services. However, this exclusion does not apply to a nurse, emergency medical technician or paramedic employed by you to provide medical services, unless:
 - (i) You are engaged in the occupation or business of providing or offering medical, surgical, dental, x-ray or nursing services, treatment, advice or instruction; or
 - (ii) The "employee" has another insurance that would also cover claims arising under this provision, whether the other insurance is primary, excess, contingent or on any other basis.

2. Broadened Who Is An Insured

The following are added to Paragraph 2.:

Subsidiaries

- e. Your subsidiaries if:
 - (1) They are legally incorporated entities; and
 - (2) You own more than 50% of the voting stock in such subsidiaries as of the effective date of this policy. If such subsidiaries are not shown in the Declarations, you must report them to us within 180 days of the inception of your original policy.

Additional Insureds

- f. Any person or organization described in paragraphs g. through k. below whom you are required to add as an additional insured on this policy under a written contract or agreement in effect during the term of this policy, provided the written contract or agreement was executed prior to the "bodily injury", "property damage" or "personal and advertising injury" for which the additional insured seeks coverage.

However, the insurance afforded to such additional insured(s):

- (1) Only applies to the extent permitted by law;
- (2) Will not be broader than that which you are required by the contract or agreement to provide for such additional insured;
- (3) Will not be broader than that which is afforded to you under this policy;
- (4) Is subject to the conditions described in paragraphs g. through k. below; and

(5) Nothing herein shall extend the term of this policy.

g. Owner, Lessor or Manager of Premises

If the additional insured is an owner, lessor or manager of premises, such person or organization shall be covered only with respect to liability arising out of the ownership, maintenance or use of that part of any premises leased to you and subject to the following additional exclusions:

- (1) Any "occurrence" that takes place after you cease to occupy those premises; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

h. State or Governmental Agency or Subdivision or Political Subdivision – Permits or Authorizations

If the additional insured is the state or any political subdivision, the state or political subdivision shall be covered only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit or authorization. This insurance does not apply to:

- (1) "Bodily injury", "property damage", or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- (2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

i. Lessor of Leased Equipment

If the additional insured is a lessor of leased equipment, such lessor shall be covered only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s). With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

j. Mortgagee, Assignee, or Receiver

If the additional Insured is a mortgagee, assignee, or receiver of premises, such mortgagee, assignee or receiver of premises is an additional insured only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you. This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

k. Vendor

If the additional insured is a vendor, such vendor is an additional insured only with respect to "bodily injury" or "property damage" caused by "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

- (1) The insurance afforded to the vendor does not apply to:
 - (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in absence of the contract or agreement.
 - (b) Any express warranty unauthorized by you;

- (c) Any physical or chemical change in "your product" made intentionally by the vendor;
 - (d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
 - (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - i. The exceptions contained in Subparagraphs d. or f.; or
 - ii. Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

3. Newly Formed or Acquired Organizations

Paragraph 3. is amended as follows:

- a. Coverage under this provision is afforded until the end of the policy period.
- d. Coverage A does not apply to product recall expense arising out of any withdrawal or recall that occurred before you acquired or formed the organization.

SECTION III – LIMITS OF INSURANCE is amended as follows:

1. Paragraph 2. is replaced with the following:

- 2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Medical expenses under Coverage C;
 - b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard";
 - c. Damages under Coverage B;
 - d. Voluntary "property damage" payments under Coverage D; and
 - e. Care, Custody or Control damages under Coverage E.

Any error or omission in the description of, or failure to completely describe or disclose any premises, operations or products intended to be covered by the Coverage Form will not invalidate or affect coverage for those premises, operations or products, provided such error or omission or failure to completely describe or disclose premises, operations or products was not intentional.

You must report such error or omission to us as soon as practicable after its discovery. However, this provision does not affect our right to collect additional premium charges or exercise our right of cancellation or nonrenewal.

5. The following is added to paragraph 8. Transfer Of Rights Of Recovery Against Others To Us:

However, we waive any right of recovery we may have because of payments we make for injury or damage arising out of your ongoing operations or "your work" included in the "products-completed operations hazard" under the following conditions:

- a) Only when you have agreed in writing to waive such rights of recovery in a contract or agreement;
- b) Only as to the person/entity as to whom you are required by the contract to waive rights of recovery; and
- c) Only if the contract or agreement is in effect during the term of this policy, and was executed by you prior to the loss.

6. Paragraph 10. is added as follows:

10. Liberalization

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in the applicable state(s).

FCCI Insurance Company

A.M. Best #: 011257 NAIC #: 10178 FEIN #: 591365094

Domiciliary Address

6300 University Parkway
 Sarasota, FL 34240-8424
 United States

Web: www.fcci-group.com
Phone: 941-907-3224
Fax: 941-907-2709



Assigned to insurance companies that have, in our opinion, an excellent ability to meet their ongoing insurance obligations.

View additional news, reports and products for this company.

Based on A.M. Best's analysis, 050127 - FCCI Mutual Insurance Holding Company is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Best's Credit Ratings	
Financial Strength Rating View Definition	
Rating:	A (Excellent)
Financial Size Category:	X (\$500 Million to \$750 Million)
Outlook:	Stable
Action:	Affirmed
Effective Date:	April 12, 2018
Initial Rating Date:	December 18, 1995
Long-Term Issuer Credit Rating View Definition	
Long-Term:	a

Outlook:	Stable
Action:	Affirmed
Effective Date:	April 12, 2018
Initial Rating Date:	June 05, 2007

u Denotes Under Review Best's Rating

Best's Credit Rating Analyst

Rating Issued by: A.M. Best Rating Services, Inc.

Senior Financial Analyst: Carl Altenburg

Director: Jacqualene Lentz, CPA

Disclosure Information

Disclosure Information Form

[View A.M. Best's Rating Disclosure Form](#)

Rating History

A.M. Best has provided ratings & analysis on this company since 1995.

Financial Strength Rating

Effective DateRating

4/12/2018	A
10/4/2016	A
5/22/2015	A
6/12/2014	A
6/13/2013	A

Long-Term Issuer Credit Rating

Effective DateRating

4/12/2018 a
 10/4/2016 a
 5/22/2015 a
 6/12/2014 a
 6/13/2013 a

Best's Credit Reports



Best's Credit Report - Where applicable, includes Best's Financial Strength Rating and rationale along with comprehensive analytical commentary, detailed business overview and key financial data.

Report Revision Date: 4/20/2018 (represents the latest significant change).



Historical Reports are available in Best's Credit Report Archive.

View additional news, reports and products for this company.

Press Releases

<u>Date</u>	<u>Title</u>
Jun 13, 2013	A.M. Best Upgrades Ratings of FCCI Insurance Company and Its Subsidiaries
Jun 18, 2012	A.M. Best Revises Outlook to Positive for FCCI Insurance Company and Its Subsidiaries

Find a Best's Credit Rating

Enter a Company Name

Landmark American Insurance Company

A.M. Best #: 012619 NAIC #: 33138 FEIN #: 730994137

Administrative Office View Additional Address Information
 945 East Paces Ferry Road
 Suite 1800
 Atlanta, GA 30326-1160
 United States

Web: www.rsui.com
Phone: 404-231-2366
Fax: 404-231-3755



Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.

View additional news, reports and products for this company.

Based on A.M. Best's analysis, 058309 - Alleghany Corporation is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Best's Credit Ratings	
Financial Strength Rating View Definition	
Rating:	A+ (Superior)
Affiliation Code:	r (Reinsured)
Financial Size Category:	XIV (\$1.5 Billion to \$2 Billion)
Outlook:	Stable
Action:	Affirmed
Effective Date:	September 29, 2017
Initial Rating Date:	September 23, 2003
Long-Term Issuer Credit Rating View Definition	

Long-Term: aa-
Outlook: Stable
Action: Affirmed
Effective Date: September 29, 2017
Initial Rating Date: November 16, 2005

u Denotes Under Review Best's Rating

Best's Credit Rating Analyst

Rating Issued by: A.M. Best Rating Services, Inc.
Associate Director : Scott Mangan
Director: Steven M. Chirico, CPA

Disclosure Information

Disclosure Information Form

[View A.M. Best's Rating Disclosure Form](#)

Press Release

A.M. Best Affirms Credit Ratings of Transatlantic Reinsurance Company and Alleghany Corporation
 September 29, 2017

Rating History

A.M. Best has provided ratings & analysis on this company since 2003.

Financial Strength Rating

Effective DateRating

9/29/2017	A+
8/19/2016	A+
4/24/2015	A+
4/2/2014	A+
2/28/2013	A

Long-Term Issuer Credit Rating

Effective Date	Rating
----------------	--------

9/29/2017	aa-
8/19/2016	aa-
4/24/2015	aa-
4/2/2014	aa-
2/28/2013	a+

Best's Credit Reports



Best's Credit Report - Where applicable, includes Best's Financial Strength Rating and rationale along with comprehensive analytical commentary, detailed business overview and key financial data.

Report Revision Date: 10/16/2017 (represents the latest significant change).



Historical Reports are available in Best's Credit Report Archive.

View additional news, reports and products for this company.

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
October 2, 2019

CONSENT AGENDA
ITEM 7

Maintenance Facility and Warehouse Construction Project
Change Order No. 1 for Additional Time

Recommended Action -

Motion to approve and authorize the Executive Director to execute Change Order No. 1 to contract with L. Cobb Construction, Inc, for ‘Maintenance Facility and Warehouse Construction Project’ increasing Contract time by 33 calendar days with no change in Contract price.

The proposed Change Order revises contract time only for this project as compensation for weather delays associated greater than normal rainfall in the months of July and August 2019 and coordination between the Contractor’s roof truss engineer and the engineer of record, AECOM, Inc. Change Order No. 1 adds 33 calendar days to contract milestone dates, this includes a total of 30 weather delay days for the months of July and August 2019 and 3 delay days related to roof truss design changes. The Project Engineer, AECOM, Inc., has recommended approval of the proposed change order. A supporting memorandum and the Change Order are attached. If approved, the new Substantial and Final Completion dates would be February 23, 2020 and April 23, 2020, respectively. There is no change in contract price.

Budget Action: No action needed.

Attachments:

- Tab A Staff Memorandum Supporting Change Order No. 1
- Tab B Change Order No. 1

TAB A
Staff Memorandum Supporting Change Order No. 1

MEMORANDUM

DATE: September 10, 2019

TO: Patrick Lehman, Executive Director

FROM: Ford Ritz, Project Engineer

RE: Change Order No. 1 - Construction Contract with L. Cobb Construction Inc. for the Maintenance Facility and Warehouse Project

SUMMARY

The proposed Change Order revises contract time for this project in order to compensate the contractor, L. Cobb Construction, Inc. for delays associated with higher than typical rainfall in the months of July 2019 and August 2019 as well as coordination with the Contractor's Roof Truss Design Engineer. The proposed changes affect both the Substantial and Final Completion dates uniformly and are proposed at no change in project cost. The Engineer of Record, AECOM, Inc., has recommended approval of the proposed change order.

Staff recommends approval of Maintenance Facility and Warehouse Project Change Order No. 1 which would add 33 calendar days to the Contractual Substantial and Final Completion milestone dates for the construction contract with Reynolds Construction LLC. If approved, the new Substantial and Final Completion dates would be February 23, 2020, and April 23, 2020 respectively.

BACKGROUND

The Maintenance Facility and Warehouse Project includes construction of a 4,225 sf office building and a 7,530 sf warehouse adjacent to the office building. The Contactor mobilized to the site in March 2019. The project is approximately 45% complete. Rainfall has slowed the Contractor's progress and the majority of their schedule float time has been expended.

DISCUSSION

The average rainfall for the area in July and August is approximately 8.2 and 8.0 inches respectively. In July and August of 2019, 13.5 and 13.4 inches of rain was recorded. Based upon negotiations the Authority agreed to a total of 30 calendar day of delay due to rain and 3-calendar days associated with roof truss design changes for a total of 33 calendar days of delay. The Change Order reflects the Contract Time related status of the project as of August 31, 2019.

TAB B
Change Order No. 1



AECOM
4415 Metro Parkway, Suite 404
Fort Myers FL 33916
www.aecom.com

239-278-7996 tel
239-278-0913 fax

September 16, 2019

Ford Ritz, P.E.
Project Manager
Peace River Manasota Regional Water Supply Authority
9415 Town Center Parkway
Lakewood Ranch, FL 34202

RE: PRMF – Change Order #1

The Contractor for the PRMF, L. Cobb Construction, Inc. submitted information dated September 5, 2019, requesting that a total of 39 calendar days be added to the Contract Time to account for rain/weather delays and certain unanticipated work; both of which impacted the project schedule. Upon negotiations, this amount of time was reduced to a total of 33 calendar days, comprised of 30 days for rain/weather and 3 days for the work.

As indicated in the attached Change Order #1, this would extend the Contract Time for the project as follows:

- New Substantial Completion = 398 days to February 23, 2020
- New Final Completion = 458 days to April 23, 2020

This Change Order reflects the Contract Time related status of the project as of August 31, 2019.

There is no change in Contract Price.

AECOM recommends that the Authority proceed with approving this Change Order.

Timothy M. Curran, PE
Project Manager

Peace River Manasota Regional Water Supply Authority
Peace River Water Maintenance Facility
CHANGE ORDER No. 1

Contract: Peace River Maintenance Facility	Date of Contract: Jan 3, 2019
Owner: Peace River Manasota Regional Water Supply Authority	Date of Contract NTP: Jan 22, 2019
Contractor: L. Cobb Construction Inc.	
Project Engineer/Architect: AECOM	

The Contract Documents are modified as follows upon execution of this Change Order:

Description:


Change Order to reflect adjustments to the Contract Time due to unforeseen weather and project delays.
 There is no change in contract price as a result of this Change Order.

Attachments (list documents supporting change):

- AECOM letter dated September 16, 2019, recommending an additional 33 calendar days be added to the Contract Time.

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$ 2,544,280.24	Original Contract Times: Substantial completion (days / date): <u>365 days / Jan 21, 2020</u> Final Completion (days / date): <u>425 days / Mar 21, 2020</u>
[Increase] [Decrease] from previously approved Change Orders: \$ 0.00	[Increase] [Decrease] from previously approved Change Orders: Substantial completion (days): N/A Final Completion (days): N/A
Contract Price prior to this Change Order: \$ 2,544,280.24	Contract Times prior to this Change Order: Substantial completion (days / date): <u>365 days / Jan 21, 2020</u> Final Completion (days / date): <u>425 days / Mar 21, 2020</u>
[Increase] [Decrease] of this Change Order: \$ 0.00	Increase with this Change Order: Substantial Completion days increased by <u>33 calendar days</u> Final Completion days increased by <u>33 calendar days</u>
Contract Price with this Change Order: \$ 2,544,280.24	Contract Times with all approved Change Orders: Substantial Completion (days / date): <u>398 days / Feb 23, 2020</u> Final Completion (days / date): <u>458 days / Apr 23, 2020</u>

RECOMMENDED:

By: 
 Engineer (Authorized Signature)

Date: 9/16/2019

APPROVED:

By: _____
 Owner (Authorized Signature)

Date: _____

ACCEPTED:


By: 
 Contractor (Authorized Signature)

Date: _____


Description and Purpose of this Change Order

Description of Change	Increase in Contract Amount (\$)	Decrease in Contract Amount (\$)	Contract Time Extension (days)
<p>Increase Contract Time for Substantial and Final Completion by 33 calendar days to address all time related claims by Contractor through August 31, 2019.</p> <p>The new Substantial Completion date will be Feb 23, 2020. The new Final Completion date will be Apr 23, 2020.</p> <p>There is no change in the Contract Price.</p>	\$0.00	\$0.00	33 calendar days

The undersigned contractor approves the foregoing Change Order as to the changes, if any, in the contract price specified for each item including any and all supervision costs and other miscellaneous costs relating to the change in work, and to the extension of time allowed, if any, for completion of the entire work on account of said Change Order. The Contractor agrees to furnish labor and materials and perform necessary work, inclusive of that directly or indirectly related to approved time extension, required to complete the Change Order items. This document will become a supplement of the Contract and all provisions will apply hereto. It is understood that the Change Order shall be effective when approved by the Owner.

Recommended:  /Engineer
Timothy M. Curran, P.E., Project Manager

Date: 9/16/2019

Accepted:  /Contractor
Kyle Cobb, Chief Operating Officer
Clay

Date: _____

Approved: _____ /Owner
Patrick Lehman, P.E., Executive Director

Date: _____

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
October 2, 2019

CONSENT AGENDA
ITEM 8

Regional Integrated Loop System Phase 1 Interconnect (U.S. 17 to Punta Gorda)

Recommended Action -

Motion to approve and authorize Executive Director to execute Change Order No. 1 to contract with Reynolds Construction, LLC, for 'Regional Integrated Loop System Phase 1 Interconnect (U.S. 17 to Punta Gorda) Project' increasing Contract time by 30 calendar days with no change in Contract price.

The proposed Change Order revises contract time only for this project as compensation for weather delays associated greater than normal rainfall in the months of July and August 2019. Change Order No. 1 adds 30 calendar days to contract milestone dates, this includes 14 days for the month of July 2019 and 16 days for the month of August 2019. The Project Engineer, Ardurra Group, Inc., has recommended approval of the proposed change order. A supporting memorandum and the Change Order are attached. If approved, the new Substantial Completion (pipeline available for service) date would be April 23, 2020, and the new Final Completion date May 23, 2020. There is no change in contract price.

Budget Action: No action needed.

Attachments:

Tab A Staff Memorandum Supporting Change Order No. 1

Tab B Change Order No. 1

TAB A
Staff Memorandum Supporting Change Order No. 1

MEMORANDUM

DATE: September 10, 2019

TO: Patrick Lehman, Executive Director

FROM: Ford Ritz, Project Engineer

RE: Change Order No. 1 - Construction Contract with Reynolds Construction, LLC for the Regional Integrated Loop System Phase 1 (U.S. 17 to Punta Gorda) Interconnect Project

SUMMARY

The proposed Change Order revises contract time for this pipeline project in order to compensate the contractor, Reynolds Construction LLC, for delays associated with higher than typical rainfall in the months of July 2019 and August 2019. The proposed changes affect both the Substantial and Final Completion dates uniformly and are proposed at no change in project cost. The Project Engineer, Ardurra Group, Inc., has recommended approval of the proposed change order.

Staff recommends approval of Regional Integrated Loop System Phase 1 (U.S. 17 to Punta Gorda) Interconnect Project Change Order No. 1 which would add 30 calendar days to the Contractual Substantial and Final Completion milestone dates for the construction contract with Reynolds Construction LLC. If approved, the new Substantial and Final Completion dates would be April 23, 2020, and May 23, 2020, respectively.

BACKGROUND

The Phase 1 Interconnect (approximately 6-miles in length) will provide a plant-to-plant connection between the Peace River Facility in Desoto County and the City of Punta Gorda Shell Creek Water Treatment in Charlotte County. The project begins at the terminus of the regional system's Desoto Regional Transmission Main on U.S. 17 near the Desoto/Charlotte County line and continues south along U.S. 17, east along Washington Loop Road, south along Three Rivers Road under Shell Creek via a horizontal directional drill (HDD) to the City's Shell Creek WTP.

The Contractor completed installation of the 3,500 lf HDPE (HDD) under Shell Creek in early July. Currently the Contractor is installing 24-inch diameter ductile iron pipe (DIP) along U.S. 17. The Contractor began installation of DIP in early June and has installed approximately 4,400-ft of DIP through the end of August. The Contractor's schedule projected a DIP installation rate of 200-lf per day. Above average rainfall has resulted in shutdowns, dewatering and compaction issues, and pipe installation quantities below projections. The Contractor's August schedule reflects being 1-month behind schedule.

DISCUSSION

The average rainfall for the area in July and August is approximately 8.2 inches and 8.0-inches respectively. In July and August of 2019, 13.5 and 13.4 inches respectively of rain was recorded. Based upon negotiations the Authority agreed to 14-calendar days of delays due to rain in July and 16-calander days in August for a total of 30-calendar days of delays. Note during early July the Contractor used pipe forces to assist the HDD Sub-contractor. Additionally, the Contractor decided to suspend pipe installation work during the third week of August and sent pipe forces to other projects. Pipe installation resumed on August 26th. This Change Order reflects the Contract Time related status of the project as of August 31, 2019.

TAB B
Change Order No. 1

**Peace River Manasota Regional Water Supply Authority
Regional Integrated Loop System Phase 1 Interconnect
CHANGE ORDER No. 1**

Contract: Regional Integrated Loop System Phase 1 Interconnect	Date of Contract: January 17, 2019
Owner: Peace River Manasota Regional Water Supply Authority	Date of Issuance: October 3, 2019
Contractor: Reynolds Construction, LLC	Effective Date: January 17, 2019
Project Engineer: Ardurra Group, Inc. (fka: King Engineering Assoc.)	

The Contract Documents are modified as follows upon execution of this Change Order:

Description: Change Order to reflect adjustments to the Contract Time.

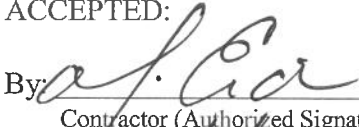
Attachments (list documents supporting change):

- Reynolds Construction, LLC letter requesting increase to contract time for July delays (August 5, 2019)
- Minutes of August 15, 2019 Request for Delay meeting (August 21, 2019)
- Reynolds Construction, LLC letter requesting increase to contract time for August delays (September 3, 2019)
- Ardurra Group letter to Peace River recommending increase in contract time (September 4, 2019)

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$ 8,228,000.00	Original Contract Times: Substantial Completion (days or date): 425 days / March 24, 2020 Final Completion (days or date): 455 days / April 23, 2020
[Increase] [Decrease] from previously approved Change Orders: \$0.00	[Increase] [Decrease] from previously approved Change Orders: 0 Days Substantial Completion (days): 425 days Final Completion (days): 455 days
Contract Price prior to this Change Order: \$ 8,228,000.00	Contract Times prior to this Change Order: Substantial Completion (days or date): 425 days / March 24, 2020 Final Completion (days or date): 455 days / April 23, 2020
[Decrease] of this Change Order: \$0.00	Increase with this Change Order: Substantial Completion days increased by 30 calendar days Final Completion days increased by 30 calendar days
Contract Price incorporating this Change Order: \$ 8,228,000.00	Contract Times with all approved Change Orders including this Change Order # 1: Substantial Completion (days/date): 455 days / April 23, 2020 Final Completion (days/date): 485 days / May 23, 2020

RECOMMENDED:
By: 
Engineer (Authorized Signature)
Date: 9/5/19

APPROVED:
By: _____
Owner (Authorized Signature)
Date: _____

ACCEPTED:
By: 
Contractor (Authorized Signature)
Date: 9/5/2019

Description and purpose of this Change Order

Description of Change	Increase in Contract Amount (\$)	Decrease in Contract Amount (\$)	Contract Time Extension (days)
Increase Contract Substantial Completion Times by 30 Calendar Days and Final Completion by 30 Calendar days. Substantial Completion date will change from March 24, 2020 to April 23, 2020 and Final Completion date from April 23, 2020 to May 23, 2020.	\$0.00	\$0.00	30 calendar days

Attachments:

- Reynolds Construction, LLC letter requesting increase in time for July delays (August 5, 2019)
- Minutes from August 15, 2019 Request for Delay meeting (August 21, 2019)
- Reynolds Construction, LLC letter requesting increase in time for August delays (September 3, 2019)
- Ardurra Group letter to Peace River recommending increase in contract time (September 4, 2019)

The amount of the contract will be increased decreased by the sum of \$0.00 and the contract Final Completion shall be extended by 30 calendar days. The undersigned contractor approves the foregoing Change Order as to the changes, if any, in the contract price specified for each item including any and all supervision costs and other miscellaneous costs relating to the change in work, and to the extension of time allowed, if any, for completion of the entire work on account of said Change Order. The Contractor agrees to furnish labor and materials and perform necessary work, inclusive of that directly or indirectly related to approved time extension, required to complete the Change Order items. This document will become a supplement of the contract and all provisions will apply hereto. It is understood that the Change Order shall be effective when approved by the Owner.

Recommended:  /Engineer
Thomas A. Traina, P.E.

Date: 9/5/19

Accepted:  /Contractor
Matt Eidson, Project Manager

Date: 9/5/2019

Approved: _____ /Owner
Patrick J. Lehman, P.E., Executive Director

Date: _____

Summary of Time Extension Requested

July Rain Events. Contractor initially requested a twenty-five (25) calendar day time-extension due to heavy rains. During the Request for Delay meeting held on August 15, 2019, it was agreed that the Contractor would be permitted ten (10) working days, which is equivalent to fourteen (14) calendar days for rain delays in June.

August Rain Events. Contractor requested a sixteen (16) calendar day time-extension for rain delays in August.

August 5, 2019

Mr. Tom Traina, PE
Project Director
Ardurra Engineering
4921 Memorial Hwy, Suite 300
Tampa, Florida 33634

Re: **Regional Integrated Loop System
Phase 1 Interconnect Project
Notice of Abnormal Weather Claim**

Dear Tom,

The month of July 2019 was a very difficult month for open-cut pipe installation on the project. Per the Agreement Article 12.03 Delays, as revised per addenda, we are submitting this information to claim a Delay due to Abnormal Weather reflected by both the amount of total rainfall for the month and the number of days in which rain was experienced.

In July, official records indicate 13.5 inches of rainfall, although our project site gauges indicate about 14.1 inches. Historical average rainfall is 8.22 inches for the month of July in this area, which indicates we experienced at least a 64% above normal precipitation for the month. As you are aware, the soils we are encountering are already difficult to meet compaction standards and the weather has exacerbated the problem. We have attached documents which validate our claim and indicate the amount of rainfall and number of days with precipitation. Sources of this information is also provided.

We were only able to install 1184 LF of open-cut pipe during the period July 1 to July 31. Our planned production is for 200 LF per day, which reflects only about 6 days of production was achieved. Therefore, we are claiming a time extension of 25 days (31 days less 6 days) due to the Abnormal Weather experienced during the month of July. Wet weather continues into August so far and additional time extensions may be warranted.

Sincerely,
Reynolds Construction, LLC

Matt Eidson

Matt Eidson
Project Manager

Cc: Ford Ritz
Scott Cunningham
Clarence Miller

Address	Date time	Minimum Temperature	Maximum Temperature	Temperature	Dew Point	Relative Humidity	Wind Speed	Wind Gust	Wind Direction	Precipitation	Precipitation Cover	Snow Depth	Visibility	Sea Level Pressure	Weather Type
punta gorda florida	7/1/2019	76.1	91.9	83.1	74.8	77.83	12.8	17.2	238.12	0.7	8.33	0	9.9	1018	Thunderstorm, Light Rain
punta gorda florida	7/2/2019	78.4	84.6	84.6	75.1	75.02	14.8	30.6	289.5	0.6	8.33	0	9.9	1016.4	Thunderstorm, Light Rain
punta gorda florida	7/3/2019	74.5	93.7	83.1	74.8	77.97	14.7	18.3	224	0.7	4.17	0	5.7	1015.4	Lightning Without Thunder, Mist, Thunderstorm, Rain
punta gorda florida	7/4/2019	71.2	93.7	83.1	74.8	78.58	11.2	35.8	168.58	0	0	0	9.6	1016	Lightning Without Thunder, Mist, Thunderstorm
punta gorda florida	7/5/2019	75.9	89.7	81.9	74.8	80.92	13.6	25.3	137.5	0.4	8.33	0	10	1018.4	Lightning Without Thunder, Thunderstorm
punta gorda florida	7/6/2019	75.9	84.8	78.8	74.5	83.51	15.7	33.6	155.88	0.8	8.33	0	10	1019	Lightning Without Thunder, Drizzle, Rain, Heavy Rain, Light Rain
punta gorda florida	7/7/2019	72.1	88.8	78.8	74.5	87.46	13.4	23	176.08	0.7	41.67	0	9.1	1017	Lightning Without Thunder, Mist, Light Drizzle, Thunderstorm, Light Rain
punta gorda florida	7/8/2019	72.1	88.8	80.5	75.6	85.01	9	15	283.79	0.1	37.5	0	9.7	1014.8	Lightning Without Thunder, Mist, Light Drizzle, Rain, Light Rain, Smoke Or Haze
punta gorda florida	7/9/2019	72.2	84.8	77.2	74.2	82.96	17.1	18	148.96	0	8.33	0	10	1015.5	Lightning Without Thunder, Thunderstorm, Rain, Heavy Rain, Light Rain
punta gorda florida	7/10/2019	75	88.9	82	74.7	79.97	13.6	13.9	149.26	0	8.33	0	10	1016.3	Lightning Without Thunder, Mist, Thunderstorm, Rain, Light Rain
punta gorda florida	7/11/2019	76	86.1	77.9	74.7	80.14	14.6	16.1	149.95	0	8.33	0	10	1016.1	Lightning Without Thunder, Mist, Thunderstorm, Rain, Light Rain
punta gorda florida	7/12/2019	74.2	86.2	80.1	74.9	85.37	11.2	10.3	138.54	0.1	8.33	0	9.8	1018.7	Lightning Without Thunder, Mist, Thunderstorm, Light Rain, Smoke Or Haze
punta gorda florida	7/13/2019	74.2	92.8	80	74.5	85.08	17	36.7	89.71	0.2	12.5	0	9.7	1018.7	Lightning Without Thunder, Mist, Thunderstorm, Light Rain, Smoke Or Haze
punta gorda florida	7/14/2019	75	94.9	84.3	73.9	74.21	12.6	13.9	97.29	0	0	0	9.6	1019.6	Lightning Without Thunder, Rain, Heavy Rain, Smoke Or Haze
punta gorda florida	7/15/2019	75	94.9	83.9	73.9	75.2	11.2	10.3	100.5	0	16.67	0	9.9	1019.5	Lightning Without Thunder, Thunderstorm, Light Rain
punta gorda florida	7/16/2019	73.7	92.9	81.6	74.8	82.26	17.7	42.4	109.83	0.9	12.5	0	9.7	1019.9	Lightning Without Thunder, Drizzle, Mist, Thunderstorm, Light Rain
punta gorda florida	7/17/2019	73.3	92.9	81.3	72.9	78.88	23.3	53.9	114.04	1.5	8.33	0	10	1019.1	Lightning Without Thunder
punta gorda florida	7/18/2019	73.4	92.4	81.3	72.6	78.24	12.4	31.5	108.67	0	0	0	9.6	1018.9	Lightning Without Thunder
punta gorda florida	7/19/2019	74	91	78.3	73.6	87.34	11.3	38.3	94.91	1.8	25	0	9.8	1018.3	Lightning Without Thunder, Mist, Thunderstorm, Light Rain
punta gorda florida	7/20/2019	73.2	89.9	78.3	73.6	86.82	16.9	30.5	119.88	0.5	8.33	0	9.8	1018	Lightning Without Thunder, Mist, Thunderstorm
punta gorda florida	7/21/2019	73.1	88.9	79.8	73.4	82.73	14.4	17.2	138.79	0	0	0	10	1016.9	Lightning Without Thunder
punta gorda florida	7/22/2019	74.1	85	78.3	74.8	85.12	14.5	11.4	171.88	0.2	8.33	0	10	1015.4	Lightning Without Thunder, Thunderstorm, Light Rain
punta gorda florida	7/23/2019	76.1	89.8	81.5	75	81.98	17	17.2	224.38	0.1	12.5	0	10	1015.4	Lightning Without Thunder, Mist, Thunderstorm, Light Rain
punta gorda florida	7/24/2019	76.1	89.8	80.1	74.4	84.67	10.1	13.9	141.42	0.2	25	0	9.8	1017.4	Lightning Without Thunder, Mist, Thunderstorm, Light Rain
punta gorda florida	7/25/2019	74.9	88.8	80.4	74.6	84.69	11.3	12.8	148.33	0	25	0	9.9	1020	Lightning Without Thunder, Rain, Light Rain
punta gorda florida	7/26/2019	74.1	89.9	80.3	73.6	77.54	12.8	18.8	148.33	0	0	0	10	1016.8	Lightning Without Thunder
punta gorda florida	7/27/2019	75.1	92.8	83.5	74.2	76.1	10.1	18.3	171.86	0	0	0	10	1016.2	Lightning Without Thunder, Smoke Or Haze
punta gorda florida	7/28/2019	74.2	92.8	82.2	74.2	78.95	12.8	21.9	127.45	0	0	0	10	1016.5	Lightning Without Thunder, Smoke Or Haze
punta gorda florida	7/30/2019	73.2	93.7	82.2	73	74.38	18	24.2	167.67	0	0	0	9.7	1017.4	Lightning Without Thunder, Mist, Thunderstorm, Rain, Light Rain
punta gorda florida	7/31/2019	73.2	94.7	80.2	73.5	82.78	13.5	41.6	95.92	2.1	25	0	9.2	1017.4	Lightning Without Thunder, Mist, Thunderstorm, Rain, Light Rain

All least 24 Days with Rain for the Month

13.5 Inches
8.22 Inches
84.7% Above Average

Historical Average

Source: U.S. Department of Commerce
Source: <https://climatecenter.fsu.edu/products-services/data/precipitation/f-myers>
Source: https://weather.visualcrossing.com/weather-data-services.html?ags=8&gl=EAHnQmCMI5p48G6T4wVQVUGCh3AgQZmEAMySAAEglwqQD_3WE

Summary of Monthly Normals 1981-2010

Generated on 07/31/2019

Month	Precipitation (in.)											
	Totals		Mean Number of Days						Probability that precipitation will be equal to or less than the indicated amount			
	Mean		Daily Precipitation			Monthly Precipitation vs. Probability Levels						
		>= 0.01	>= 0.10	>= 0.50	>= 1.00	0.25	0.50	0.75	1.00	1.25	1.50	
01	1.80	5.7	3.4	3.4	1.3	0.4	0.96	1.47	2.46	0.25	0.50	0.75
02	2.43	5.2	3.6	3.6	1.7	0.9	0.84	2.09	3.17	0.25	0.50	0.75
03	3.28	5.5	4.1	4.1	2.1	1.2	1.12	2.92	5.42	0.25	0.50	0.75
04	2.03	4.4	3.0	3.0	1.5	0.6	0.47	1.68	3.20	0.25	0.50	0.75
05	2.50	5.6	4.1	4.1	1.6	0.8	0.79	1.58	3.74	0.25	0.50	0.75
06	8.92	13.5	10.5	10.5	5.5	2.9	6.02	7.56	9.76	0.25	0.50	0.75
07	8.22	15.2	12.0	12.0	5.7	2.6	6.18	7.36	10.53	0.25	0.50	0.75
08	8.01	15.0	11.6	11.6	5.8	2.6	6.68	7.60	9.05	0.25	0.50	0.75
09	6.84	12.8	9.4	9.4	4.3	2.2	4.41	6.42	9.59	0.25	0.50	0.75
10	2.93	6.5	4.6	4.6	1.7	0.8	0.91	2.09	4.05	0.25	0.50	0.75
11	1.91	4.8	3.2	3.2	1.3	0.5	0.69	1.82	2.78	0.25	0.50	0.75
12	1.78	4.4	2.9	2.9	1.4	0.7	0.51	1.27	2.20	0.25	0.50	0.75
Summary	50.65	98.6	72.4	72.4	33.9	16.2	29.58	43.86	65.95	0.25	0.50	0.75

-7777: a non-zero value that would round to zero

Empty or blank cells indicate data is missing or insufficient occurrences to compute value



To: Attendees
From: Thomas A. Traina, P.E. **Project Number:** 8961-005-002
Date: August 21, 2019 **Project Name:** Regional Integrated Loop System - Phase 1 Interconnect Project

Phase 1 Request for Delay Meeting Minutes

Meeting Date: August 15, 2019, 9:00 AM
Meeting Location: Peace River Facility Conference Room

Attendees:

Peace River	Ardurra	Reynolds
Ford Ritz Scott Cunningham	Tom Traina Dale Pearson Eddie Miller	Wes Self Matt Eidson Nathan Wallace

On Thursday, August 15, 2019, a meeting was held regarding a Request for Delay Meeting at the Peace River Facility (PRF). Attendees included representatives from the Peace River Manasota Regional Water Supply Authority (PR), Reynolds Construction (RC), and Ardurra Group (AG). The following notes document information transferred at the meeting and are intended to capture the essence of discussion points rather than to represent a precise transcription of exchanges.

REQUEST FOR DELAY

1. On August 6, 2019, RC submitted Request for Delay (RFD) #1 for 25 days, and requested their RFD calculation to be used as a blanket policy for future adverse weather delays. Per the contract documents, an Engineer’s response is required within 30 days (September 6).
2. The calculation used by RC was calendar days less the actual production divided by the projected production, or 31 calendar days – (1200 feet/200 feet per day) = 25 delay days.
3. The actual July delay days calculated by AG can be seen on the meeting agenda and proposed 4 delay days. This delay day calculation method considers days used for HDD support, safety prep, and pipe

cleaning to have been factored into RC's estimated production rate, and therefore do not count towards delays.

4. The proposed delay calculation suggested by AG includes rain days with greater than ½ -inch rainfall, less expected rain days over ½-inch, plus an additional half delay day per rain day over 1-inch. Per NOAA rain information in the area, there were 9 rain days over ½" in July, and "normal" conditions expect 6 July rain days. There were 4 days in July when over 1" of rain fell, making the total calculation $9 - 6 + 0.5 \times 4 = 5$ delay days.
5. RC noted that the delays calculated by AG were based on working days, however the contract bases its times on calendar days. It was agreed that working days would be converted to calendar days for consistency with the format of the contract times.
6. RC noted that some days they logged up to 5 inches of rain, and that these significant rain days would need more cleanup time than ½ day.
7. PR agreed to give RC 10 working days of delay time, or 14 calendar days. A work change directive will be issued allowing RC the right to reserve the agreed upon days, and the final implantation will be done via a single final change order at the end of the project.
8. RC inquired if any other projects were contingent upon the Phase 1 Schedule. PR stated that there is a metering project at the PRF that would be affected by the Phase 1 schedule. The meter project is projected to be completed approximately 1 month prior to the Phase 1 contract completion date.
9. RC stated that they would be able to bring a 2nd and possible 3rd crew onto the Phase 1 project in order to complete the project within the contract time. To avoid the groundwater issues that have plagued progress thus far, RC plans to send crews to Three Rivers Road where there is less water.

PAY APPLICATION NO. 6

10. AG stated that the MOT completion percentage included in Pay Ap #6 was too high, however RC stated that a significant portion of MOT costs were related to the road closure for the HDD, and after discussion all parties agreed that the MOT percentage was acceptable.
11. On the stored materials section of Pay Ap #6, the first 7 lines have calculation errors in the "Materials Incorporated" columns.
12. Two fittings had been installed, but were not accounted for in the "Materials Incorporated" section of the stored materials tab. *[Note that four (4) fittings have actually been installed].*

-
13. RC noted that they had approximately \$293k worth of invoices that had been previously submitted and would be added to the next revision of Pay Ap #6. The vendor invoices will be provided as backup information with the submittal of the revised Pay Ap #6.
 14. There was a discrepancy in the linear footage of open cut pipe installed. The submitted Pay Ap #6 listed 1632 ft, however AG notes that 1567 feet were installed between Sta. 31+80 and 47+43, plus 4' for the 20-foot offset in alignment. After some discussion it was determined that the difference was likely due to the 96 feet excluded from the prior PA5, and some other minor discrepancies due to pipe measurement method. Per the contract Measurement and Payment, the pipe is to be paid for according to its horizontal projection, i.e. horizontal bends will be measured, but only the horizontal distance of vertical bends will be measured. ***[Note that Pay App #5 included 1884' yet the installed length was actually 1892', a shortfall of 8', which will have to be added to a subsequent Pay App.]***
 15. RC stated that the final footage to be included in Pay Ap #6 revision will be $1632 + 96 - 32 = 1696$ feet. PR pointed out that the 96 feet withheld from the previous PA5 will need to be accounted for in the Materials Incorporated columns of the "Stored Materials" tab. ***[Note that PR subsequently indicated that payment will only be made for pipe installed in conformance with the Contract Documents.]***
 16. Regarding insufficiently compacted materials:
 - a. AG reviewed the pipe length installed per day relative to the results of the density testing and determined that approximately 60% of the pipe installed during the period of PA6 was insufficiently compacted in the upper 3 feet of the trench. The remaining 40% of the pipe installed was insufficiently compacted throughout the entire trench depth.
 - b. RC proposed that an additional line item 1a be added to account for the pipe needed re-compaction. RC estimated a deduction in price of approximately \$11 per foot based on their costs to do the work. AG suggested adding two additional line items: one for partially acceptable compaction, and one for completely unacceptable compaction. The partially acceptable line item would use the unit price deduction proposed by RC, and the completely unacceptable compaction would only be paid out for the materials.
 - c. PR requested that RC provide written justification for the cost deduction amount, rather than quickly estimating the cost at the table.
-

-
- d. To avoid this issue in the future, RC agreed that they will not lay pipe with insufficient densities with plans to re-compact the trench at a later date. AG stated that they will call for additional density testing if needed, as the discretion of AG's field representative.

17. Regarding the schedule:

- a. The 29,300 feet of open cut pipe, at an estimated production rate of 200 feet per day, should have taken about 147 days to install.
- b. With the remaining pipe to be installed and remaining contract time, RC would need to have an average production of 264 feet per day, which should be attainable with drier weather. RC agreed with AG that will still be able to catch up and make up for the lost production time and still make the contract deadlines.
- c. Per the contract, if pay applications vary from the initially submitted schedule of payments by more than 10 percent, RC shall submit a revised payment schedule. RC stated they should still be relatively close, but will resubmit should the need arise. Per the contract, RC will update its schedule and provide the information specified in Section 01310.
- d. Per the contract, RC is to submit daily reports and construction photos throughout the duration of the project.

GOING FORWARD

- 18. Due to difficulties excavating and controlling groundwater in the vicinity of the existing 48" stormwater pipe, it was agreed that RC may decrease the depth of cover to 3 feet south to that station corresponding to the end of the 48" RCP (Sta 57+00 +/-).

ACTION ITEMS SUMMARY:

- 19. RC to resubmit PA6 per the discussed changes
- 20. Work Change Directive to be issued to reserve the agreed upon delay time.
- 21. Field Order to be issued to formally document the change in re-alignment and depth of cover.
- 22. RC to submit construction photos and field reports.

Please advise if any information is missing or in error.



September 3, 2019

Mr. Tom Traina, PE
Project Director
Ardurra Engineering
4921 Memorial Hwy, Suite 300
Tampa, Florida 33634

**Re: Regional Integrated Loop System
Phase 1 Interconnect Project
Notice of Abnormal Weather Claim**

Dear Tom,

As you know our Peace River Integrated Loop System project suffered another very difficult weather month in August. Per the Agreement Article 12.03 Delays, as revised per addenda, we are requesting a time extension of 16 calendar days due to Abnormal Weather reflected by both the amount of total rainfall for the month and the number of days in which rain was experienced. This claim of delay is in line with the previous claim for delay due to weather for the month of July.

Sincerely,
Reynolds Construction, LLC.

Matt Eidson

Matt Eidson
Project Manager

CC: Ford Ritz
Scott Cunningham
Clarence Miller.



September 4, 2019

Mr. Ford Ritz, P.E.
Project Engineer
Peace River Manasota Regional Water Supply Authority
9415 Town Center Pkwy.
Lakewood Ranch, FL 34202

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

Dear Mr. Ritz:

The Contractor for the Phase 1 Interconnect Project, Reynolds Construction, has submitted two requests for additional construction contract time due to abnormally high rainfall at the project site.

The first request, dated August 5, 2019, sought a 25-day extension of the contract time due to excessive rainfall and rain events in July 2019. A meeting was held on August 15, 2019, to address this request and weather-related delays, and, going forward, how these delay days would be calculated in compliance with generally accepted construction practices. Based on this, it was determined that fewer days would have been allowed than requested. Through negotiations it was agreed that 14 calendar days would be added to the substantial completion date to account for the abnormal rain in July. A copy of the Contractor's request for a time extension and the minutes of the meeting are attached.

On September 3, 2019, the Contractor requested a second extension to the contract time in an amount of 16 days for rain-related delays experienced during the first half of August 2019. A review of actual rainfall records collected in the area showed extreme rainfall patterns with rain every day. Rainfall intensity exceeded ½-inch on 7 of the days in this period, and 1-inch on 2 days.

Following heavy rainfall events (1-inch and greater), it is generally agreed that an extra day or two is needed to allow the excavated soils to adequately dry out before they can be placed as backfill for the pipe. Review of the rainfall pattern for the first half of August shows that, on average, rainfall exceeded ½-inch per day over this period. While the Contractor worked diligently to windrow the soils to dry them out, the backfill still contained too much moisture to achieve satisfactory densities.



Based on the foregoing, it is recommended that the Authority approve the contractor's request and extend the substantial completion date of the contract by 30 calendar days. The Final Completion time interval of 30 calendar days would remain unchanged. Substantial Completion would be April 23, 2020, and Final Completion would be May 23, 2020.

Sincerely,

ARDURRA GROUP, INC.

Thomas A. Traina, P.E.
Project Director

TAT/pre

Attachments

cc: Scott Cunningham, PRMRWSA
Christopher F. Kuzler, P.E., Ardurra
Contract File 8961-005-002

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
October 2, 2019**

**CONSENT AGENDA
ITEM 9**

Phase 2 River Intake Dredge Project Final Change Order and Project Close-Out

Recommended Action -

Motion to approve and authorize Executive Director to execute Change Order No. 2 to contract with Marine Contracting Group, Inc. for 'Phase 2 River Intake Dredge Project' decreasing the contract price to \$627,445.72 and Closing Out the Project.

The Phase 2 River Intake Dredge Project was completed on August 11, 2019. The proposed Change Order reduces the contract price from \$733,169 to \$627,445.72. The Project Engineer, Johnson Engineering, Inc., has recommended approval of the proposed change order. The Change Order and the Engineer's Certification for Acceptance and Final Payment is attached as supporting documentation for the Close Out of the Project.

Budget Action: No action needed.

Attachments:

Tab A Change Order No. 2

Tab B Engineer's Certification for Acceptance and Final Payment

TAB A
Change Order No. 2

CHANGE ORDER

No. 2

DATE OF ISSUANCE September 6, 2019

EFFECTIVE DATE September 6, 2019

OWNER Peace River Manasota Regional Water Supply Authority

CONTRACTOR Marine Contracting Group, Inc.

Contract Phase 2 River Intake Dredge Project, February 18, 2019

Project: Phase 2 River Intake Dredge Project

OWNER'S Contract No.: 533.479.07

ENGINEER'S Contract No.: 20160040-013

ENGINEER Johnson Engineering, Inc.

You are directed to make the following changes in the Contract Documents:

Description: **Deleting \$ 105,723.28 from contract.**

Reason for Change Order: The Owner's Allowance was not expended to complete the additional dredging directly in front of the river intake pump station associated with Work Directive 1. Decrease the total Contract amount to correctly account for actual Work performed and close out the Contract.

Attachments: (List documents supporting change) None

Cost proposal submitted by Owner/Contractor to credit for the above-mentioned work.

CHANGE IN CONTRACT PRICE:
Original Contract Price \$ <u>733,169.00</u>
Net Increase (Decrease) from previous Change Orders No. _____ to _____ : \$ <u>N/A</u>
Contract Price prior to this Change Order: \$ <u>733,169.00</u>
Net decrease of this Change Order: \$ <u>105,723.28</u>
Contract Price with all approved Change Orders: \$ <u>627,445.72</u>

CHANGE IN CONTRACT TIMES:
Original Contract Times: Substantial Completion: <u>120 days, 6/21/2019</u> Final Completion: <u>150 days, 7/21/2019</u> (days or dates)
Net Increase from Previous Change Order No. 1 Substantial Completion: <u>21 days</u> Final Completion: <u>21 days</u> (days)
Contract Times prior to this Change Order: Substantial Completion: <u>141 days, 7/12/2019</u> Final Completion: <u>171 days, 8/11/2019</u> (days or dates)
Net increase (decrease) this Change Order: Substantial Completion: <u>N/A</u> Final Completion: <u>N/A</u> (days)
Contract Times with all approved Change Orders: Substantial Completion: <u>141 days, 7/12/2019</u> Final Completion: <u>171 days, 8/11/2019</u> (days or dates)

RECOMMENDED:
By: [Signature]
ENGINEER (Authorized Signature)
Date: 9/10/19

APPROVED:
By: _____
OWNER (Authorized Signature)
Date: _____

ACCEPTED:
By: [Signature]
CONTRACTOR (Authorized Signature)
Date: 9/9/19

TAB B
Engineer's Certification

ENGINEER/CONSULTANT'S CERTIFICATION

For Acceptance and Final Payment

Owner: Peace River Manasota Regional Water Supply Authority

Owner Project No: 533.479.07

Engineer Project No: 20160040-013

Project: Phase 2 River Intake Dredge Project

Contractor: Marine Contracting Group, Inc.

Engineer: Johnson Engineering, Inc.

Contract Date: February 18, 2019

Date of Completion and Acceptance: August 11, 2019

The Contractor has notified me that he has completed all Work in accordance with the Contract Documents and that it is functioning properly.

I hereby certify that a final inspection of all Work under the Contract Documents was conducted by me and to the best of my knowledge; the Work has been completed in accordance with the drawings and specifications and is functioning properly.

I have approved all payment estimates, and prepared and received approval of all change orders.

The Owner is now responsible for the security, operation, safety, maintenance, and insurance as applicable to the project. The contractor will warranty all specified Work for a period of one year from this date of completion.

I recommend, under the provision of the Contract Documents that the Work be accepted and that final payment be made.


Erik Lee Howard, P.E.

License No. 66574

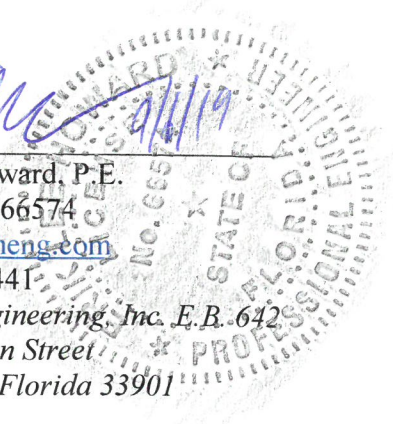
elh@johnsoneng.com

(239) 461-2441

Johnson Engineering, Inc. E.B. 642

2122 Johnson Street

Fort Myers, Florida 33901



PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
October 2, 2019

CONSENT AGENDA
ITEM 10

First Amendment to Partially Treated Water ASR
Cooperative Funding Agreement 18CF0000854 with SWFWMD

Recommended Action -

Motion to approve and authorize the Executive Director to execute First Amendment to Partially Treated Water ASR Cooperative Funding Agreement 18CF0000854 with SWFWMD #

The existing cooperative funding agreement 18CF0000854 with SWFWMD for the Partially Treated Water ASR project has a term from October 1, 2017 through December 31, 2019, and committed \$120,500 in SWFWMD funding for the project through the preliminary design and third-party review tasks. The First Amendment to that Agreement extends the expiration date of the Agreement until September 30, 2021, adjusts the individual task schedules, and reduces the SWFWMD funding amount to \$20,500.

The Agreement extension until September 30, 2021 is needed because the FDEP has not yet acted on the Authority's requested ASR permit renewal/modification which was submitted in February 2018. The ASR permit renewal/modification requested authorization to utilize partially treated water for recharge and storage in ASR Wellfield No. 2. The preliminary design and third-party review tasks can't be initiated until the FDEP issues a permit allowing use of partially treated water in ASR.

The reduction in SWFWMD funding from \$120,500 to \$20,500 is due to the Authority receiving state grant funding of \$1,000,000 beginning July 2018 for the Partially Treated Water ASR Project. The state grant funding is expected to cover all preliminary design and most or all of the final design costs. As such, the SWFWMD co-funding has been reduced to cover only the last few weeks of the partially treated water ASR pilot testing project and the District's share of third-party review. When preliminary design and third-party review is complete, the SWFWMD co-funding agreement is expected to be revised to support the design and construction phase of the project. Staff recommends approval of the First Amendment to Partially Treated Water ASR Co-Funding Agreement 18CF0000854 with SWFWMD.

Budget Action: No action needed.

Attachments:

Tab A First Amendment to Partially Treated Water ASR Co-Funding Agreement 18CF0000854
Tab B Existing Cooperative Funding Agreement 18CF0000854

TAB A
First Amendment to Partially Treated Water ASR Co-Funding Agreement 18CF0000854

REC 08-19-2019
mc



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)

- Mark Taylor**
Chair, Hernando, Marion
- Michelle Williamson**
Vice Chair, Hillsborough
- Joel Schleicher**
Secretary, Charlotte, Sarasota
- Kelly S. Rice**
Treasurer, Citrus, Lake, Levy, Sumter
- H. Paul Senft, Jr.**
Former Chair, Polk
- John Henslick**
Manatee
- James G. Murphy**
Polk
- Rebecca Smith**
Hillsborough, Pinellas
- Brian J. Armstrong, P.G.**
Executive Director

August 15, 2019

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

Subject: PRMRWSA Partially Treated Water ASR
Project No. (N854)
Agreement No. 18CF0000854 – First Amendment

Dear Mr. Coates:

Enclosed are two originals of the agreement between the Southwest Florida Water Management District (District) and Peace River/Manasota Regional Water Supply Authority for the subject project. Please have both originals signed and dated, then return them to my attention. One fully executed original will be sent to you for your files after the District's executive director or designee has signed the agreements.

If you have any questions, please contact me at the Brooksville office, extension 4147.

Sincerely,

Georgia S. Hudson

Georgia S. Hudson
Procurement Specialist 2
Procurement Section
Finance Bureau

Enclosures (2)
cc: Robert Peterson
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 PARTIALLY TREATED WATER ASR (N854)

This FIRST AMENDMENT effective upon execution by both parties, 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 government 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 October 1, 2017, hereinafter referred to as the "Existing Agreement," for site feasibility testing and 30% design of a partially treated water aquifer storage and recovery project located at the Peace River Manasota Regional Water Supply Authority (PRMRWSA) Aquifer Storage Recovery facility; and

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

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 first paragraph under the Funding Paragraph is hereby amended to decrease the DISTRICT'S funding contribution by \$100,000, by replacing 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 Two Hundred Forty One Thousand Dollars (\$241,000). The DISTRICT agrees to fund PROJECT costs up to Twenty Thousand Five Hundred Dollars (\$20,500), 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.

2. The Contract Period Paragraph is hereby amended to extend the expiration date of December 31, 2019 to September 30, 2021.

3. New Paragraph 26, Scrutinized Companies, is hereby added as follows:

26. 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.

4. The Project Schedule section set forth in Exhibit "A" is hereby replaced in its entirety with the following:

PROJECT SCHEDULE

DESCRIPTION	COMMENCE	COMPLETE
ASR Cycle Testing, Data Collection & Analysis, Draft and Final Report	10/01/2017	8/16/2018
30 Percent Design Package	2/15/2020	3/31/2021
Third Party Review	5/01/2021	7/31/2021

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

5. The Project Budget section set forth in Exhibit "A" is hereby replaced in its entirety with the following:

PROJECT BUDGET

DESCRIPTION	DISTRICT	COOPERATOR	TOTAL
ASR Cycle Testing, Data Collection & Analysis, Draft & Final Report	\$5,500	\$5,500	\$11,000
30 Percent Design Package*	\$0	\$200,000	\$200,000
Third Party Review	\$15,000	\$15,000	\$30,000
TOTAL	\$20,500	\$220,500	\$241,000

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 agreement with the COOPERATOR, expenditure cost comparisons and justification of the cost.

*The parties acknowledge that the Florida Department of Environmental Protection funds in the amount of \$200,000 is included under the COOPERATOR'S funding share.

6. 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: _____
Amanda Rice, P.E. Date
Assistant Executive Director

PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY

By: _____
Name: _____ Date
Title: _____
Authorized Signatory

FIRST AMENDMENT
TO AGREEMENT BETWEEN THE
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND
PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY
FOR
PRMRWSA PARTIALLY TREATED WATER ASR (N854)

TAB B
Existing Cooperative Funding Agreement 18CF0000854



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)

February 19, 2018

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

James G. Murphy
Polk

Kelly S. Rice
Citrus, Lake, Levy, Sumter

Joel Schleicher
Charlotte, Sarasota

Rebecca Smith
Hillsborough, Pinellas

Mark Taylor
Hernando, Marion

Michelle Williamson
Hillsborough

Brian J. Armstrong, P.G.
Executive Director

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

Subject: PRMRWSA Partially Treated Water ASR
Project No. (N854)
Agreement No. 18CF0000854

Dear Mr. 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 4147 or the Contract Manager, Robert Peterson, at the Brooksville office, extension 4253.

Sincerely,

Georgia S. Hudson

Georgia S. Hudson
Procurement Specialist 2
Procurement Section
Finance Bureau

Peace River Manasota
Regional Water Supply Authority

Enclosures (2)
cc: Robert Peterson
S. Tarokh, PAB
Records (Contract File)

FEB 22 2018

RECEIVED

COOPERATIVE FUNDING AGREEMENT (TYPE 3)
BETWEEN THE
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND
PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY
FOR
PRMRWSA PARTIALLY TREATED WATER ASR (N854)

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, 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 site feasibility testing and 30% design of a partially treated water aquifer storage and recovery project located at the Peace River Manasota Regional Water Supply Authority (PRMRWSA) Aquifer Storage and Recovery facility, 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 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.

The remainder of this page intentionally left blank.

Contract Manager for the DISTRICT:
Robert Peterson
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.

- 2.1 The parties agree that time is of the essence in the performance of each obligation under this Agreement.
- 2.2 The parties acknowledge that the PROJECT is a feasibility study. The parties recognize that during the course of study, alternatives may be determined to not be feasible due to cost, water quality, permitability, supply availability, or other pertinent considerations. The COOPERATOR shall cease work on alternatives determined to not be feasible. The COOPERATOR may request reallocating funds

to another alternative in accordance with Subparagraph 2 of the Project Contacts and Notices Paragraph of this Agreement. The approval of such request for reallocation of funds shall be in the DISTRICT'S sole discretion.

3. FUNDING.

The parties anticipate that the total cost of the PROJECT, including third party review costs, will be Two Hundred Forty One Thousand Dollars (\$241,000). The DISTRICT agrees to fund PROJECT costs up to One Hundred Twenty Thousand Five Hundred Dollars (\$120,500), 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 site feasibility testing and 30% design costs in an amount equivalent to half the cost for the third party review 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 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 Partially Treated Water ASR (N854) agreement between the Southwest Florida Water Management District and the Peace River/Manasota Regional Water Supply Authority (Agreement No. 18CF0000854), 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."
- 3.10 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 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 as it may be modified in accordance with Subparagraph 2 of the Scope of Work Paragraph; 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 October 1, 2017 and shall remain in effect through December 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. OWNERSHIP OF DOCUMENTS AND OTHER MATERIALS.

All documents, including reports, drawings, estimates, programs, manuals, specifications, and all goods or products, including intellectual property and rights thereto, purchased under this Agreement with DISTRICT funds or developed in connection with this Agreement shall be and shall remain the property of the DISTRICT and the COOPERATOR, jointly. Notwithstanding the above, all reclaimed water infrastructure shall be and shall remain the sole property of the COOPERATOR. This Paragraph shall survive the expiration or termination of this Agreement.

9. REPORTS.

9.1 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.

- 9.2 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.
- 9.3 The COOPERATOR shall provide the DISTRICT with the 30% Design Package in accordance with the requirements set forth in the Project Plan.
- 9.4 The COOPERATOR shall provide the DISTRICT with each deliverable set forth in the Project Plan for review by the DISTRICT, including any supporting documentation. The DISTRICT shall provide a written response to the COOPERATOR and the COOPERATOR shall respond to the DISTRICT'S questions and concerns within the timeframes set forth in the Project Plan.
- 9.5 The COOPERATOR shall provide the data, reports and documents referenced in this provision at no cost to the DISTRICT.

10. RISK, LIABILITY, AND INDEMNITY.

- 10.1 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.
- 10.2 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.
- 10.3 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.

10.4 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.

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

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

16.1 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.

16.2 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.

17. 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.

18. 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.

19. THIRD PARTY BENEFICIARIES.

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

20. 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.

21. 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.

22. 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.

23. SEVERABILITY.

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

24. 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.

25. 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," and then to Exhibit "B".

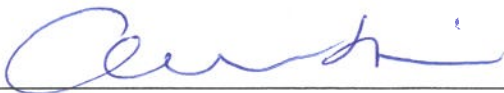
Exhibit "A" Project Plan

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:  2/15/2018
Amanda Rice, P.E. Date
Assistant Executive Director

PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY

By:  2/15/2018
Patrick J. Lehman, P.E. Date
Executive Director

BOARD APPROVED

FEB - 2 2018

**Peace River Manasota
Regional Water Supply Authority**

COOPERATIVE FUNDING AGREEMENT (TYPE 3)
BETWEEN THE
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND
PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY
FOR
PRMRWSA PARTIALLY TREATED WATER ASR (N854)

EXHIBIT "A" PROJECT PLAN

PROJECT DESCRIPTION

The PROJECT consists of site feasibility testing and 30% Design Package of a partially treated water aquifer storage and recovery PROJECT located at the Peace River Manasota Regional Water Supply Authority (PRMRWSA) ASR facility (see Figure 1). Feasibility pilot testing will be implemented using partially treated surface water pumped from Reservoir No. 1 to recharge the Upper Floridan aquifer at two existing ASR wells and subsequently delivered back to the raw water reservoir system. As this proposed project has a conceptual construction estimate greater than \$5 million dollars, the FY18 funding request is to complete testing, 30% design and third party review, which will provide the necessary information to support funding in future years to complete design, permitting, and construction. If this proposed project is constructed, it will increase the PRMRWSA system drinking water supply capacity and reliability at the current facility by 3 mgd and will potentially improve water levels in the Southern Water Use Caution Area.

MEASURABLE BENEFIT

Completion of the site feasibility testing and 30% Design Package.

PROJECT TASKS

The COOPERATOR shall provide the draft and final pilot study completion reports and 30% Design Package as defined below in Task No. 4 to the DISTRICT. The DISTRICT will be responsible for contracting with a consultant to perform a third party review of the 30% Design Package.

1. ASR CYCLE TESTING – Up to three ASR cycle tests shall be performed at two existing ASR wells in accordance with FDEP Permit 0136595-014-UO/5Q Modification Request dated August 2016 (FDEP Permit).
2. DATA COLLECTION AND ANALYSIS – Water-quality sampling conducted by the COOPERATOR shall be performed in accordance with the FDEP approved PRMRWSA WF2 Partially Treated Surface Water Pilot Test Demonstration and Proposed Monitoring Plan. Water quality constituents such as total coliform, color, arsenic, aluminum, dissolved oxygen, specific conductance, turbidity, pH, and temperature, as specified in the FDEP Permit, will be monitored to determine how injected water travels through and resides within the formation with the cycle testing operation schedules specified in the FDEP Permit. Data collection and analysis shall evaluate water quality in surrounding monitor wells and ASR wells to examine the time and distance required for attenuation of coliform (or any other exceeded primary or secondary drinking water standard) in the aquifer, and to evaluate geochemical responses in the aquifer resulting from using partially treated surface water as the ASR source water.
3. DRAFT AND FINAL REPORT – The COOPERATOR shall prepare draft and final feasibility pilot study completion reports that include an executive summary, descriptions of work completed, conclusions, and recommendations. Specifically, the report shall include descriptions of the following: the temporary testing system; testing methodologies; data

collection and analysis results; analytical assessment results; calculations; field assessments; hydrogeologic/geotechnical work; conclusions; and ASR system modification recommendations to implement a successful program to use Partially Treated Surface Water as an ASR water source. The report shall identify, evaluate, and recommend management options/alternatives that will support the objectives of the PROJECT. Upon the DISTRICT'S review and verification, the COOPERATOR shall prepare and submit a final report.

4. 30 PERCENT DESIGN PACKAGE – The COOPERATOR shall complete design drawings to the 30% design level, and provide the Basis of Design report that includes the measurable benefits calculations and methodology, estimate of construction cost and performance schedule (30% Design Package), and shall include sufficient information for the third party review, such as:

- Project scope and objective
- Project site assessment (analysis of engineering and environmental issues and constraints) including documentation that proposed project development is consistent with local zoning, or other applicable development requirements and regulations
- Required property acquisitions identified and illustrated on a separate site plan
- Site surveys and geotechnical investigation reports
- Groundwater conditions
- Existing utilities assessment and coordination
- Design alternatives feasibility analysis
- Preliminary hydraulic profile and hydraulic design criteria
- 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 site layout showing property boundary, general arrangement of facilities on the site
- Identify major construction methodology and cross-sectional features
- Rights-of way and permits approvals/acquisitions schedule
- Project benefit/cost analysis

The COOPERATOR will hold a design review meeting of the 30% design phase and will provide a formal evaluation. Minutes of any meetings will be prepared and circulated to attendees.

5. THIRD PARTY REVIEW – A third party review of the 30% Design Package 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 design 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.

COOPERATOR DELIVERABLES

1. Quarterly status reports
2. Minutes of kick-off, pre-application and progress meetings
3. Draft and final pilot study completion reports
4. 30% Design Package
5. Estimate of proposed construction cost at 30% design
6. Project benefit/cost analysis
7. Copy of contract with consultant (for cost approval, prior to execution)
8. Copy of executed contract with consultant
9. Minority/Women Owned and Small Business Utilization Report

DISTRICT DELIVERABLES

1. Third party review report

DELIVERABLE REVIEW TIMES

The DISTRICT shall provide a written response to the COOPERATOR within twenty (20) business days of receipt of each deliverable specified below including supporting documentation. The COOPERATOR shall respond to the DISTRICT'S questions and concerns with twenty (20) business days of receipt by the COOPERATOR.

- Draft and final pilot study completion reports
- 30% Design Package
- Estimate of proposed construction cost at 30% design
- Project benefit/cost analysis

PROJECT SCHEDULE

DESCRIPTION	COMMENCE	COMPLETE
ASR Cycle Testing, Data Collection & Analysis, Draft & Final Report	10/1/2017	1/31/2018
30 Percent Design Package	8/1/2018	3/31/2019
Third Party Review	4/1/2019	7/31/2019

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

PROJECT BUDGET

DESCRIPTION	DISTRICT	COOPERATOR	TOTAL
ASR Cycle Testing, Data Collection & Analysis, Draft & Final Report	\$5,500	\$5,500	\$11,000
30 Percent Design Package	\$100,000	\$100,000	\$200,000
Third Party Review	\$15,000	\$15,000	\$30,000
TOTAL	\$120,500	\$120,500	\$241,000

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 agreement with the COOPERATOR, expenditure cost comparisons and justification of the cost.

FIGURE 1

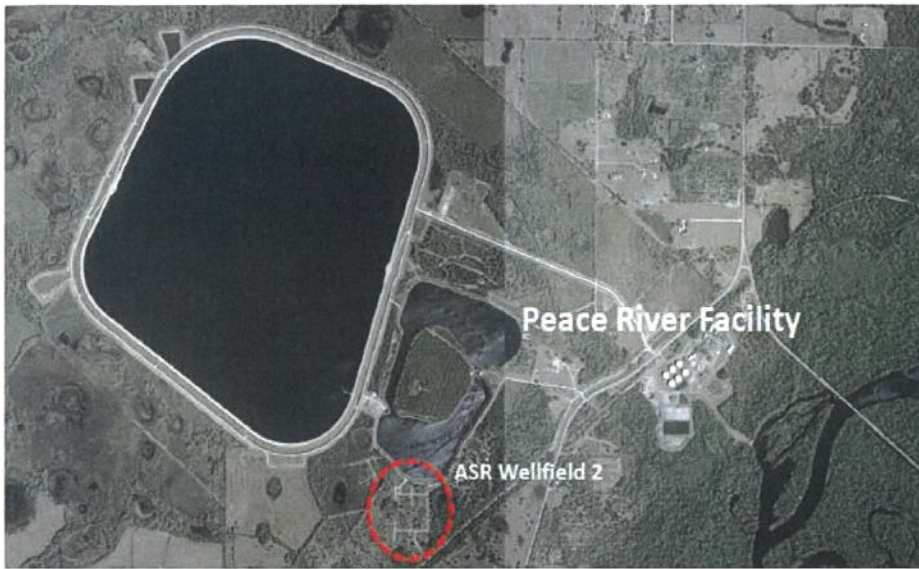
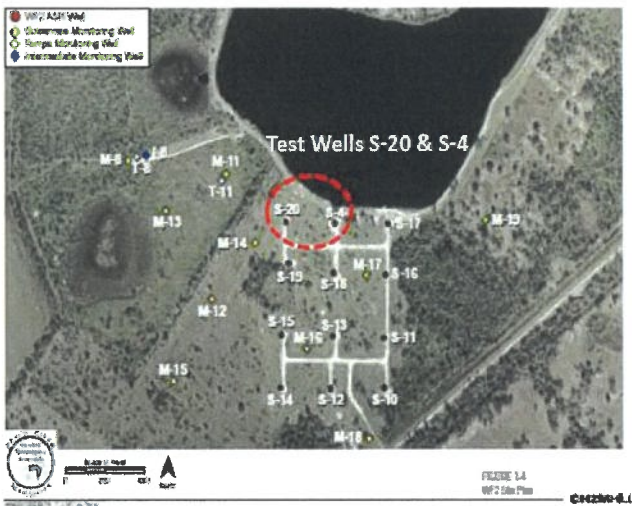


FIGURE 1



**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.

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

* 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
October 2, 2019

CONSENT AGENDA
ITEM 11

Authority Budget Policies Revisions

Recommended Action - **Motion** to approve Authority Budget Policies Revisions. #

The Board discussed and provided staff direction on policies at their workshop on April 3, 2019. The policy revisions are summarized below.

Policy Issue	Existing Policy	Board Directive
Member Contribution	Existing policy was approved in 2008.	No change to current policy.
Customer Planning Assessment	No policy exists. MWSC provides guidance.	Assessment in annual budget proportionate to each respective Customer's population to the region's total population.
Fees & Charges for New System Connections	No policy exists	Interconnects with Authority non-members shall be coordinated through the member within their jurisdiction.

Budget Action: No action needed.

Attachments:

- Tab A Draft Budget Policies as Revised [2019]
- Tab B Draft Budget Policies [2019] mark-up version
- Tab C Minutes of Board Workshop April 3, 2019

TAB A
Draft Budget Policies as Revised [2019]

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

BUDGET POLICIES [2019]

Purpose and Intent:

1. Establish policies for reserve accounts.
2. Identify the funds to which the policies apply.
3. Provide guidance as to how reserves are to be used and replenished.

General Considerations:

1. To maintain adequate reserves is important for the Authority's financial well-being, and for being prepared for periods of time of revenue shortfalls, natural disasters, unanticipated expenditures, and to ensure stable water rates.
2. Adequate fund balance levels are essential component of the Authority's overall financial management and a key factor in measurement of the Authority's financial strength by bond rating agencies.
3. The Authority seeks to maintain the highest possible credit ratings that can be achieved without compromising the mission of the Authority and meeting all contractual obligations.
4. The Authority will adopt fund classification guidelines reflecting the Government Accounting Standards Board (GASB) Statement No. 54.

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

BUDGET POLICIES [2019]

FUNDS AND ACCOUNTS

1. **Utility Reserve Fund:**

The Authority establishes a policy to maintain an uncommitted Utility Reserve Fund with a minimum balance equivalent to 180 days of the total operations and maintenance expenditures in the Authority's annual budget. Utility Reserve Fund is the residual classification for the Enterprise Fund and represents fund balance that has not been restricted, committed or assigned to specific purposes within the Enterprise Fund.

2. **Rate Stabilization Account:**

The Authority establishes a policy to maintain Rate Stabilization account that can be used to mitigate water rate increase in the Authority's annual budget. The Authority Board of Directors may transfer into the Rate Stabilization Reserve such moneys which are on deposit in the Utility Reserve Fund as it deems appropriate. It is the goal of the Authority to maintain a balance at the end of each fiscal year of \$1 million in the Rate Stabilization account.

3. **Renewal and Replacement Fund:**

The Authority's bond documents [2005 Bonds and 2010 Bonds] establishes a Renewal and Replacement Reserve Fund requirement on the date of calculation, an amount of money equal to (1) five percent of the Gross Revenues for the preceding fiscal year or (2) such greater or lesser amount as may be certified by the consulting engineers in an amount appropriate. The Authority establishes a policy to maintain a minimum balance in the Replacement and Renewal Reserve Fund of two million dollars unless either of the above conditions requires a greater minimum amount be maintained in the fund.

Renewal and Replacement charges are established by the Authority for the exclusive purpose of funding renewals and replacements of water supply facilities. The charges are established to satisfy the requirements of the Authority's obligations and shall be set forth in the annual budget approved by the Authority board of directors. Renewal and Replacement costs are the capital expenditures set forth in the annual budget approved by the Authority board of directors for the ordinary renewal, replacement, upgrade and betterment of water supply facilities. Renewal and Replacement costs do not include capital expenditures associated with the expansion or addition of water treatment, storage, pumping or transmission capacity or the costs associated with reconstruction of any major components of the water supply facilities.

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

BUDGET POLICIES [2019]

4. General Fund [Operation, Maintenance and Administration Fund]:

Moneys in the Revenue Account shall first be used each month to deposit in the General Fund [aka Operation, Maintenance and Administration Fund] such sums as are necessary to pay operations and maintenance costs for the ensuing month; provided the Authority may transfer moneys from the Revenue Account at any time to pay operating and maintenance costs to the extent there is a deficiency in the Operation, Maintenance and Administration Fund for such purpose. Amounts in the Operation, Maintenance and Administration Fund shall be paid out from time to time by the Authority for operating and maintenance costs. The Authority establishes a policy to fund an operating reserve within the Operation, Maintenance and Administration Fund in an amount which shall be equal to the monthly average of operating and maintenance costs for the preceding fiscal year as provided in the Authority's preceding budget. Moneys in the operating reserve shall be used to pay operating and maintenance costs to the extent other moneys in the Operation, Maintenance and Administration Fund are not available for such purposes.

DEBT SERVICE COVERAGE:

For each fiscal year, the Authority covenanted in Bond resolutions to fix, establish, maintain and collect such rates, fees and charges, and revise them from time to time, whenever necessary, so as to always provide in each fiscal year net revenues equal to (1) at least 115% of the annual debt service becoming due in such fiscal year; and (2) at least 100% of any (a) amounts required by the terms of the Bond resolutions to be deposited in the Reserve Account or with any issuer of a Reserve Account Letter of Credit or Reserve Account Insurance Policy in such fiscal year, and (b) any payments required to be made to Charlotte County and DeSoto County pursuant to the Master Water Supply Contract due in such fiscal year.

The Authority establishes a policy to budget for debt service coverage of 150% to assure compliance with bond covenants and maintain the highest possible credit ratings that can be achieved without compromising the mission of the Authority and meeting all contractual obligations. Debt service coverage is budgeted based on each customer's respective debt obligation. Funds budgeted for debt service coverage for each customer is to be maintained on behalf of that customer.

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

BUDGET POLICIES [2019]

MEMBER CONTRIBUTION:

Member contribution to the General Fund in the Authority's annual budget shall be calculated as follows:

- (1) 50% of the total contribution shall be equal to each Authority member; and
- (2) 50% of the total contribution shall be proportioned to each Authority member proportionate to their respective county's population to the region's total population.

CUSTOMER PLANNING ASSESSMENT:

The Master Water Supply Contract provides that Management and Planning Costs of the Authority may be obtained from the Customers in a manner determined by the Authority Board. It is the Authority's policy that Management and Planning Costs in the Authority's annual budget shall be proportioned to each Authority Customer proportionate to their respective entity's population to the region's total population. (Sarasota County population shall be less the City of North Port population.)

FEES & CHARGES FOR NEW SYSTEM CONNECTIONS:

The Authority's Strategic Plan provides that a long-term aim of the Authority is to forge a system that is environmentally sensitive and sustainable, highly interconnected, diversified and affordable. Expanding interconnects with Authority non-members shall be coordinated directly through their respective host county Authority member for connection to the regional system.

TAB B
Draft Budget Policies Mark-Up Version

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

~~BUDGET POLICIES [2013]~~BUDGET POLICIES [2019]

Purpose and Intent:

1. Establish policies for reserve accounts.
2. Identify the funds to which the policies apply.
3. Provide guidance as to how reserves are to be used and replenished.

General Considerations:

1. To maintain adequate reserves is important for the Authority's financial well-being, and for being prepared for periods of time of revenue shortfalls, natural disasters, unanticipated expenditures, and to ensure stable water rates.
2. Adequate fund balance levels are essential component of the Authority's overall financial management and a key factor in measurement of the Authority's financial strength by bond rating agencies.
3. The Authority seeks to maintain the highest possible credit ratings that can be achieved without compromising the mission of the Authority and meeting all contractual obligations.
4. The Authority will adopt fund classification guidelines reflecting the Government Accounting Standards Board (GASB) Statement No. 54.

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

~~BUDGET POLICIES [2013]~~ BUDGET POLICIES [2019]

FUNDS AND ACCOUNTS

1. Utility Reserve Fund ~~Unrestricted Cash Reserve Policy [Redefine Existing Policy]:~~

The Authority establishes a policy to maintain an uncommitted Utility Reserve Fund with a minimum balance equivalent to 180 days of the total operations and maintenance expenditures in the Authority's annual budget. Utility Reserve Fund is the residual classification for the Enterprise Fund and represents fund balance that has not been restricted, committed or assigned to specific purposes within the Enterprise Fund.

2. **Rate Stabilization Account:**

The Authority establishes a policy to maintain Rate Stabilization account that can be used to mitigate water rate increase in the Authority's annual budget. The Authority Board of Directors may transfer into the Rate Stabilization Reserve such moneys which are on deposit in the Utility Reserve Fund as it deems appropriate. It is the goal of the Authority to maintain a balance at the end of each fiscal year of \$1 million in the Rate Stabilization account.

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PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

~~BUDGET POLICIES [2013]~~BUDGET POLICIES [2019]

~~5-~~ 4. **General Fund [Operation, Maintenance and Administration Fund]:**

Moneys in the Revenue Account shall first be used each month to deposit in the General Fund [aka Operation, Maintenance and Administration Fund] such sums as are necessary to pay operations and maintenance costs for the ensuing month; provided the Authority may transfer moneys from the Revenue Account at any time to pay operating and maintenance costs to the extent there is a deficiency in the Operation, Maintenance and Administration Fund for such purpose. Amounts in the Operation, Maintenance and Administration Fund shall be paid out from time to time by the Authority for operating and maintenance costs. The Authority establishes a policy to fund an operating reserve within the Operation, Maintenance and Administration Fund in an amount which shall be equal to the monthly average of operating and maintenance costs for the preceding fiscal year as provided in the Authority's preceding budget. Moneys in the operating reserve shall be used to pay operating and maintenance costs to the extent other moneys in the Operation, Maintenance and Administration Fund are not available for such purposes.

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~~4-~~ **DEBT SERVICE COVERAGE:**

For each fiscal year, the Authority covenanted in Bond resolutions to fix, establish, maintain and collect such rates, fees and charges, and revise them from time to time, whenever necessary, so as to always provide in each fiscal year net revenues equal to (1) at least 115% of the annual debt service becoming due in such fiscal year; and (2) at least 100% of any (a) amounts required by the terms of the Bond resolutions to be deposited in the Reserve Account or with any issuer of a Reserve Account Letter of Credit or Reserve Account Insurance Policy in such fiscal year, and (b) any payments required to be made to Charlotte County and DeSoto County pursuant to the Master Water Supply Contract due in such fiscal year.

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PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

~~BUDGET POLICIES [2013]~~BUDGET POLICIES [2019]

MEMBER CONTRIBUTION:

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FEES & CHARGES FOR NEW SYSTEM CONECTIONS:

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The Authority's Strategic Plan provides that a long-term aim of the Authority is to forge a system that is environmentally sensitive and sustainable, highly interconnected, diversified and affordable. Expanding interconnects with Authority non-members shall be coordinated directly through their respective host county Authority member for connection to the regional system.

TAB C
Minutes of Board Workshop April 3, 2019

Minutes of Board of Directors Workshop
PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
Manatee County Administration Center
Osprey Room
1112 Manatee Ave. West, Bradenton, FL

April 3, 2019

Board Members Present:

Commissioner Elton Langford, DeSoto County, Chairman
Commissioner Ken Doherty, Charlotte County, Vice Chairman
Commissioner Alan Maio, Sarasota 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 Langford called workshop to order at 10:13 am.

AGENDA

1. Strategic Plan Implementation Review

Staff presented the Board with a review of the Authority's strategic plan, regional supply and transmission facilities and future projects.

The workshop topics today relate specifically to the strategic plan objectives include:

- Interconnecting all major supply facilities
- Establishing the financial policies to enable new connections to the regional system
- Review and revise Authority financial policies to support the agency goals and
- Establish a CIP reserve fund for non R&R projects

2. 5 Year CIP/20 Year Needs Assessment Overview

Staff provided a brief refresher of the Authority's 5-year CIP and 20-year Capital needs assessment. The Authority's 20-year capital needs assessment includes about \$525M in projects, 50% of which are projected to be water supply projects like the new reservoir project, 44% are regional transmission projects such as the extension of the regional system north to Manatee County, and the remainder are classified as system benefit projects.

Co-Funding from SWFWMD and the state are projected to cover about \$250M of the total project costs so the Authority's projected share is about \$275M in the next 20 years.

3. Base Rate Charge – Identify Debt Service on Customer Billing

Discussions regarding a modification of how the Authority's base rate charge is presented – not calculated – on customer's monthly bills were had.

The Authority's base rate charge is a fixed annual amount billed to each Customer in 12 monthly increments. The amount billed is based on two items - Debt Costs and Fixed Operations and Maintenance Costs. This methodology is established in the Master Water Supply Contract.

Currently, every month Authority customers receive a bill that includes two components: the Base Rate Charge (made up of debt service and fixed costs lumped together) and the Water Use Charge (reflecting the amount of water delivered to the County by the Authority).

Based on discussions with the Board's administrators and staff, there is a general preference to split out the Debt Costs and Fixed Costs in the base rate charge. This request is mostly to improve the transparency of utilizing local ERU connection fees to help pay Customer debt in Authority projects.

This modification will not change the amount being billed. It only splits the Base Rate into its two components – Debt Costs and Fixed Costs as outlined on the Customer's monthly bill.

Members of the Board agreed that the request to itemize the monthly bill was reasonable and asked that itemization of the major categories for these fixed cost making up the Base Rate Charge be included as well.

It was also requested that an itemization of major categories for fixed costs making up the base rate charge be provided – not as part of the bills – but for Board information.

4. 'Systemwide Benefit' CIP Projects

- a. Definition and Examples
- b. Sustainable Funding

System-Wide Benefit Projects were discussed. These were formerly referred to as "Common Benefit Projects", however based on discussion in the February 22, 2019 administrators meeting the term "System-Wide Benefit Project" was preferred.

System-Wide Benefit Projects is a proposed new category of CIP project intended to catch CIP projects that aren't otherwise specifically considered in the Master Water Supply Contract. They don't fit in either the R&R project or the New Water Supply definition.

A proposed definition for the System-Wide Benefit Projects was reviewed and two example projects with proposed funding allocation methods were discussed. The proposed funding allocation methods reflected a beneficiary pays approach. One project example showed cost allocation method for a System-Wide Benefit project that only benefited Customers holding current supply allocations in the Peace River Facility. A second method showed cost allocation for a project that benefited both current and future customers holding allocations in the facility.

Proposed Definition

A "System-Wide Benefit CIP Project" is defined as any capital project of uniform benefit to Authority Members and Customers. System-wide Benefit CIP Projects exclude Renewal and Replacement and New Water Supply Projects and generally exceed \$500,000 in anticipated cost for implementation and may include the following general types of projects:

- *New buildings, or expansion of an existing building, at Authority water supply facilities;*
- *Relocation of existing regional transmission system pipelines due to road widening, utility conflicts or other constraints and requirements;*
- *Projects which improve the performance, enhance treatment capability or improve water quality in the Authority's water supply system;*
- *Projects which bolster resiliency and reliability of the Authority's water supply system;*
- *Projects which promote sustainability, safety and system security of the regional water system;*
- *Projects involving major facility control/communications system upgrade; and*
- *Any other project so designated by the Authority Board of Directors.*

Pipeline relocation projects were pulled out of the working definition.

Based on the discussion the following guidance was provided for System-Wide Benefit Projects

- Use the definition as basis for a guideline or policy.
- Identify/propose a maximum cost in definition.
- Since the Board votes on annual CIP Plan and Budget specific to individual project [process for implementation of specific projects by the Board], identify the percentage funding calculation for each specific SWB project.
- Circle back to County Administrators.
- Look at funding these types of projects through line of credit and pay-as-you-go.

5. Fees & Charges for New System Connections

The likely future regional system connection candidates include the cities of Venice and Sarasota and some other small private local utilities. This discussion topic is timely because the City of Venice has expressed a recent interest in an emergency connection to the Phase 3A Regional Pipeline – with both the Authority and the County having hydraulic capacity in this line.

The questions that come up for these new interconnections include whom the municipality will contract with – directly with the Authority, or through an agreement with their member county? And, from there what Authority costs are recoverable for these new connections?

Board Member discussion and input concluded that non-members are to coordinate through the member within their jurisdiction for connection to the regional system.

6. Water Rate Indexing

Annual rate indexing was discussed during at the Workshop and at the February 22nd meeting with County Administrators and Staff. The input received during this discussion is that there is no significant need for rate indexing by the Authority because these rates are adjusted and set annual during the budget process.

The Board members collectively agreed with this recommendation.

7. Authority Member Fee Policy Review

The current Member Contribution budget policy is a split calculation with 50% being based on Member population and the other 50% being split equally between the four Member counties.

This policy is one that has been in place for 10 years and is due for a revisit. The topic was presented during the Authority's Administrators meeting. However, it occurred towards the end and DeSoto County's Administrator had to leave before the conversation took place.

Members of the Board agreed that DeSoto County will take this topic to their BOCC for discussion and input and bring it back to the Authority Board at a later date.

8. Planning Project Assessment Cost Allocation

The Master Water Supply Contract recognizes the need for funding of management and planning and the contract leaves it to the Authority Board to determine the appropriate methodology. Currently, the methodology in place is based entirely on population, with the costs handled through the annual budget process.

Members of the Board agreed that continuing to fund Planning Assessment in accordance with population is best, and directed Authority Staff to develop a Budget policy for Board review and approval.

9. Messaging to Members' BCCs

It was concluded that each of the Board Members will discuss and get direction from their respective Board of County Commissioners on today's workshop topics with Authority staff continuing to coordinate with the County Administrators for their input.

BOARD MEMBER COMMENTS

There were no additional Board Member comments.

PUBLIC COMMENTS

There were no public comments.

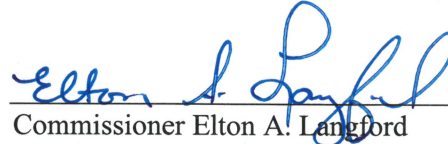
ADJOURNMENT

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

BOARD APPROVED

MAY 29 2019

Peace River Manasota
Regional Water Supply Authority



Commissioner Elton A. Langford
Chairman

RECAP OF AUTHORITY BOARD OF DIRECTORS WORKSHOP

- Base Rate Charge – Identify Debt Service on Customer Billing
 - Reasonable to itemize on the monthly bill.
 - Requested itemization of the major categories for fixed cost making up the Base Rate Charge.
- System-Wide Benefit Projects
 - Definition as a guideline or policy.
 - Requested a maximum cost in definition.
 - Funding Board votes on annual CIP Plan and Budget specific to individual project [process to implementation of specific projects by the Board], state % funding calculation for each specific project.
 - Circle back to county administrators.
 - Look at individual project costs for line of credit and pay-as-you-go.
- Fees & Charges for New System Connection
 - Non-members to coordinate through the member within their jurisdiction for connection to regional system.
- Water Rate Indexing
 - No need to implement water rate indexing.
- Authority Member Fee Policy Review
 - DeSoto will discuss with their BOCC and bring back to Authority Board at a later date.
- Planning and Management Assessment Cost Allocation
 - Fund cost in accordance with population [develop Budget policy for Board approval].
- Messaging to Member BOCCs
 - Authority staff to coordinate with county administrators.
 - Each Board member to discuss and get direction from their respective BOCC.

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
October 2, 2019**

**CONSENT AGENDA
ITEM 12**

Legislative Priorities for 2020

Recommended Action -

Motion to adopt Legislative Priorities for 2020.

The proposed legislative priorities for 2020 were drafted in concert with Diane Salz, legislative consultant to the Authority. These legislative priorities will be presented to each of the Authority members' respective County Delegation meetings and in Tallahassee during the 2020 legislative session.

Attachments:

Legislative Priorities for 2020 [Draft].

**Peace River Manasota Regional Water Supply Authority
Legislative Priorities 2020**

Issue	Legislative/ Regulatory	Activity
STATE		
State Water Infrastructure Funding <ul style="list-style-type: none"> • Submit State budget water project funding request for new regional reservoir at Peace River Facility. • Support State budget funding for alternative water supply with priority given to regional projects. • Support funding of State trust funds established in existing statutes. <ul style="list-style-type: none"> ○ Water Protection and Sustainability Program; and ○ West-Central Florida Water Restoration Action Plan 	Legislative	Submit project application for State funding. Monitor and participate in legislative process
Monitor legislation resulting from the Potable Reuse Commission recommendations	Legislative	Monitor legislative process
Monitor implementation of recent legislation and rules <ul style="list-style-type: none"> • 'Florida Springs Act'; and • 'Implementation of the Water and Land Conservation Constitutional Amendment. 	Legislative and Regulatory	Monitor and participate in implementation process
Support acquisition by the State and SWFWMD of lands to enhance water management and supply.	Multiple Agencies	Participate in funding process
Support Senate confirmation of Southwest Florida Water Management District Governing Board Member appointments and Executive Director.	Legislative	Support Senate confirmations
FEDERAL		
Support the continuation of tax-exempt financing and preserve the ability of water systems to use tax-exempt bonds.	Legislative	Monitor
Support the continuation of U.S. EPA as the lead agency for security at drinking water facilities and the explicit prohibition on the disclosure of security program information under federal, state and local information laws.	Legislative and U.S. EPA	Monitor
Support research to impacts of climate change on the viability and sustainability of drinking water supplies.	Legislative and U.S. EPA	Monitor
Monitor rulemaking of the Clean Water Rule: Definition of 'Waters of the United States'.	U.S. EPA	Monitor

STATE ISSUES

'Through Cooperation and collaboration the Authority and its members shall create, maintain and expand a sustainable, interconnected regional water supply system.'

State Water Infrastructure Funding

- New Reservoir at Peace River Facility

The Authority has successfully constructed a regional drinking water system based on alternative water supply in a water critical area designated by the SWFWMD (Southern Water Use Caution Area) providing drinking water to Charlotte, DeSoto and Sarasota counties. The key to the water system is storage, utilizing off-stream reservoirs to capture a small percentage of seasonal high flows from the Peace River. This model yields a reliable drinking water supply while preserving the freshwater flow needed to support Charlotte Harbor estuary downstream. An additional off-stream reservoir at the Peace River Facility is needed to support regional economic growth and ensure that the needs of existing and future users are met. The Authority will submit a State budget water project funding application for inclusion in the State budget.

- Alternative Water Supply Funding

The State budget for FY 2019-2020 appropriated \$40M (line item 1657A) to establish a water resource development grant program to help communities plan for and implement conservation, reuse and other water supply and water resource development projects. Priority funding will be given to regional projects in the areas of greatest need and for projects that provide the greatest benefit. The DEP is to identify and research all viable alternative water supply resources and provide an assessment of funding needs critical to supporting Florida's growing economy.

- Funding of Trust Funds

State statute currently establishes trust funds through the Water Protection and Sustainability Program (sections 403.890 and 403.891, F.S.) and West-Central Florida Water Restoration Action Plan (sections 373.0363, F.S.) that provide allocation of state funding through the water management districts. The Authority received funding through these trust funds in the past and supports funding for these trust funds in the State budget.

The Authority supports the allocation of State funds for water infrastructure without creating additional bureaucracy by establishing a state water board or council.

Potable Reuse Commission

The Florida Potable Reuse Commission (PRC) is a coalition of a diverse group of water resource, industry, agricultural and health professionals. The purpose of the PRC is to create a consensus driven partnership to develop the framework for the implementation of potable reuse in Florida. The framework will help advance potable reuse in Florida by augmenting future water supplies and protecting public health. The results and recommendations of the PRC will provide information for elected officials and regulatory agencies on statutory and regulatory needs.

Recent Legislation and Rules

Chapter 2016-1, L.O.F., 'Florida Springs Act' creates the Florida Springs and Aquifer Protection Act to provide for the protection and restoration of outstanding Florida Springs, codifies the Central Florida Initiative, and updates and restructures the Northern Everglades and Estuaries Protection Program in addition to other issues.

Chapter 2016-201, L.O.F., 'Implementation of the Water and Land Conservation Constitutional Amendment' provides for the distribution of funds deposited into the Land Acquisition Trust Fund.

Acquisition of Lands to Enhance Water Management and Supply

Public ownership of specific lands can offer benefits to both regional and local drinking water supply, protect existing water supply infrastructure and operations, and provide opportunities for development of future regional water supply projects on the RV Griffin Reserve to meet future public water supply needs of the region. Acquisition of specific lands in the vicinity of the Peace River Facility and RV Griffin Reserve can provide the opportunity for restoration and mitigation for new reservoir construction along with providing other significant public and environmental benefits in the region, including wildlife habitat connectivity, recreational opportunities, and enhanced flood protection.

Senate confirmation of Southwest Florida Water Management District Governing Board Members

Water Management District Governing Board members are appointed by the Governor, subject to confirmation by the Senate at the next regular session of the Legislature along with the SWFWMD Executive Director Brian Armstrong. The Authority supports the confirmation of the Governing Board members and Executive Director.

FEDERAL ISSUES

Tax-Exempt Financing

The Authority urges Congress to preserve the ability of water systems to use tax-exempt bonds to finance water infrastructure projects. This authority to finance essential governmental services on a tax-exempt basis is vital to the efforts of water utilities to continue to provide high quality, safe and reliable supplies of drinking water at a price that is affordable to ratepayers.

As Congress considers comprehensive tax reform, it must keep in mind that any new tax revenue collected from investors by limiting or eliminating tax-exempt municipal bonds would be offset by increased interest costs that would be borne by local water system ratepayers. Limiting or eliminating the exemption would therefore represent a de-facto tax hike on local communities while encumbering public agencies efforts to raise needed capital to address water supply needs.

Drinking Water Security and Treatment Mandates

The Authority recognizes that water utilities protect their critical facilities from acts of terrorism and other hazards. Drinking water utilities first responsibility is to protect public health by providing potable.

The Authority supports that U.S. Environmental Protection Agency (EPA) should continue to be the lead federal agency for security regulations at drinking water and wastewater facilities. Having more than one federal agency with oversight of water security could not only be inefficient, but would also impair the ability of drinking water systems to properly and efficiently treat their water supplies. It also could result in making simultaneous compliance with multiple standards or guidelines that will be difficult or even impossible to satisfy. If contradictory or duplicative security measures were recommended by different federal agencies, water systems would faces difficulties in assuring compliance and could incur substantial costs with no real improvement in security.

Some water security programs include the collection of data from water providers. Given the sensitive nature of water security information, the Authority believes that Congress should continue the explicit prohibition on the disclosure of such information under federal, state, and local public information laws. Likewise, federal, state, and local agencies must take all internal precautions to prevent the inappropriate disclosure of water system information.

Any new federal security requirements should be accompanied by federal funding assistance. Such assistance could be targeted to help utilities update existing vulnerability assessments or implement other physical security without compromising public health. Otherwise, new security requirements will amount to unfunded federal mandates on local governments at a time when water treatment facilities are facing hundreds of billions of dollars in other priority infrastructure projects.

Climate Change

The Authority supports federal action to research and respond to the impacts of global climate change upon the nation's drinking water supplies. The long-term viability and sustainability of the nation's water supply is integral to a viable regional, state and national economy and therefore a comprehensive, unified, and coordinated federal research program is essential for developing decision support tools, adaptation and mitigation strategies, and for helping local utility managers access better information on the regional impacts of climate change on drinking water quality and quantity. The EPA, the National Oceanic and Atmospheric Administration, and other federal departments and agencies currently conducting climate change research must increase their efforts to develop reliable modeling systems and regional projections of freshwater quality and quantity changes and offer clear guidance on how water utilities may prepare for changing climate conditions over the next several decades.

Climate change legislation must recognize that water resources and infrastructure in much of the United States are significantly threatened by changing hydrological conditions. Therefore, increased assistance and investment are necessary to help water systems adapt to changing climate conditions and deliver uninterrupted water service to rapidly growing service populations.

Waters of the United States

The EPA and the U.S. Army Corps of Engineers (Corps) signed the final rule for repealing the 2015 Waters of the United States rule (WOTUS) on September 12, 2019. This action will reinstate pre-2015 regulations. The EPA will propose a new definition for WOTUS, expected by December of 2019. Authority staff will monitor the rulemaking and potential impact to the Authority.

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
October 2, 2019

CONSENT AGENDA
ITEM 13

Southwest Florida Water Management District
FY 2021 Cooperative Funding Initiative Applications

Recommended Action -

Motion to authorize submittal of FY 2021 Cooperative Funding Initiative Applications to SWFWMD for five regional projects and approve recommended project co-funding ranking.

FY 2021 Cooperative Funding Initiative applications for the Southwest Florida Water Management Districts (SWFWMD) are due October 4, 2019. Five (5) Authority projects are proposed for submittal requesting a minimum of 50% funding of eligible costs for each project. SWFWMD policy requires that an applicant provide a funding order ranking if more than one project is submitted in a funding year. Recommended ranking is shown in the table below.

Rank	Project	Estimated Project Cost
1	Regional Integrated Loop System - Phase 3B Interconnect [S.R. 681 to Clark Road]	\$16.7 M
2	Partially Treated Water ASR	\$7.76 M
3	Peace River Reservoir No. 3 Siting and Feasibility Study	\$1.5 M
4	Regional Integrated Loop System Phase 3C Interconnect Routing and Feasibility Study	\$0.6 M
5	Southern Regional Loop (Segments 2B & 2C) Feasibility and Routing Study	\$0.4M

Budget Action – No action needed

Attachments:

Tab A Projects Location Map

Tab B Project Descriptions

TAB A
Projects Location Map

Project Location Map

Peace River Manasota Regional Water Supply Authority Regional Vision for 2035



TAB B
Project Descriptions

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

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

Length: 5 miles

Diameter: 48-inch & 36-inch

Total Cost: \$16,700,000

Component	Estimated Cost
Pipeline	\$16,700,000

Current Status: In Construction

Completion Time: April 2021 (projected completion date)

Benefits: The Project will support Sarasota County’s water needs from Clark Road north, and serve to extend the regional system toward a future interconnection with Manatee County.

Project Details: Four (4) miles of 48-inch diameter, and one mile of 36-inch diameter regional pipeline to be completed by design-bid-build method in 2021. Provides connection for Sarasota County pipeline (now in design) along Clark Road. Design work on Phase 3B commenced in February 2016 and was completed in February 2019. The project bid in May 2019 and the contract for construction was awarded in July 2019. Project notice to proceed was issued September 2019.

Funding Details: SWFWMD has allocated \$8.1M for the project per co-funding agreement 17CF0000379 Amendment #1 approved in April 2019. State funding of \$500,000 was also received for the project. The Project is in the Authority’s 5-year CIP.

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

Location: Peace River Facility in DeSoto County

Total Cost: \$7,755,000

Component	Estimated Cost
Testing & Permitting	\$295,000
Pumping Facility and pipeline connection for ASR Recharge	\$7,460,000

Completion time: 48 months from FDEP permit issuance. (Projected completion 2023 if permit is issued in 2019)

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

Project Details: The project was initiated in 2016 with a desk-top study of the potential use of partially treated water rather than fully treated drinking water for ASR recharge and storage. In 2018 the Authority completed a 1-year pilot testing program recharging partially treated water from reservoir 1 into two existing ASR wells and analyzing associated data. In February 2018 the Authority submitted a permit renewal and modification application to the FDEP for authorization to utilize partially treated water in ASR wellfield 2. Pending issuance of the requested permit from the FDEP, and Board authorization to proceed, design work (including additional testing) will be completed to support construction of new capital facilities (pumping, monitoring, filtration, etc.) enabling implementation of partially treated water ASR. The Project is in the Authority’s 5-year CIP.

Funding Details: Project cost of \$7,755,000 is based on a 2016 desk-top study and pilot testing work completed in 2018. Costs will be refined based on permit requirements and design work. A co-funding agreement with SWFWMD through the 30% design phase and 3rd party review provides \$20,500 for those stages of the project. The State of Florida has also provided a \$1M grant for the project beginning July 2018.

Peace River Reservoir No. 3 Siting and Feasibility Study [Peace River Facility]

Location: Peace River Facility in DeSoto County

Total Cost: \$1,500,000

Component	Estimated Cost
Siting and Feasibility Study	\$1,500,000

Completion time: 18 months (Projected completion 2021)

Benefits: This project will evaluate siting and feasibility for a new off-stream reservoir and Peace River water intake structure supporting development of an estimated 15 MGD in new alternative regional water supply capacity at the Peace River Facility. Increased use of seasonally available surface water at the Peace River Facility supports the SWUCA recovery through offset of future groundwater withdrawals.

Project Details: The feasibility study is a critical step in a comprehensive evaluation of expanded surface water supply development at the Peace River Facility. The study will include evaluation of siting, sizing, design and operational parameters, and mitigation requirements/options for Reservoir No. 3, and a second intake on the

Peace River. The study will also refine estimated costs for the proposed new facilities. The project is supported by the February 2019 Water Use Permit (20010420.010) authorizing increased maximum day withdrawals from river at the Peace River Facility. Expected cost of the feasibility study is \$1.5M. Work is projected to begin in the second half of FY 2020 and be completed within 18 months. The Project is in the Authority's 20-year Capital Needs Assessment.

Funding Details: Estimated costs for the Feasibility Study is \$1,500,000. The Authority has committed \$250,000 in FY 2020 toward the project with the expectation that Professional services will be procured and the project will commence in April 2020. An estimated \$1,250,000 (total) will be required for project completion in FY 2021. A minimum 50% co-funding (\$625,000) will be requested from SWFWMD for FY 2021 project costs.

Regional Loop Phase 3C Routing and Feasibility Study [SR 72 to Manatee County]

Location: Sarasota County

Total Cost: \$600,000

Component	Estimated Cost
Routing and Feasibility Study	\$600,000

Completion time: 18 months

Benefits: This project will evaluate routing and feasibility for the Regional Transmission System interconnection with Manatee County. Phase 3C will interconnect the two largest water supplies in the region improving system reliability, rotational supply options and resource sharing. This is an alternative water supply project which supports SWUCA recovery through conjunctive use of surface and groundwater sources based on management and rotation of supply resources.

Project Details: The routing and feasibility study is a critical step in evaluating the route options and infrastructure requirements that will enable regional connection with the Manatee County water system. This project is a component of the Authority's regional integrated loop system and is referred to as Phase 3C in the Authority's 5-year CIP/ 20-year CNA. This project will include evaluation of pipeline routes, sizing, new pumping/trim facility needs (and locations) and modifications to existing county and regional facilities needed to support this critical system interconnectivity project. The study will also refine estimated costs for all proposed new facilities and facility improvements. Expected cost of the feasibility study is \$600,000. Feasibility and Routing study work is expected to begin in October 2020 and be completed within 18 months.

Funding Details: Estimated cost for the Feasibility and Routing Study is \$600,000. An estimated \$400,000 will be required in FY 2021 with the remaining \$200,000 in FY 2022.

A minimum 50% co-funding (\$300,000) will be requested from SWFWMD beginning FY 2021.

Southern Regional Loop (Segments 2B & 2C) Routing and Feasibility Study [Serris Blvd to Carlton WTP]

Location: Charlotte & Sarasota Counties

Total Cost: \$400,000

Component	Estimated Cost
Routing and Feasibility Study	\$400,000

Completion time: 12 months (Projected completion 2021)

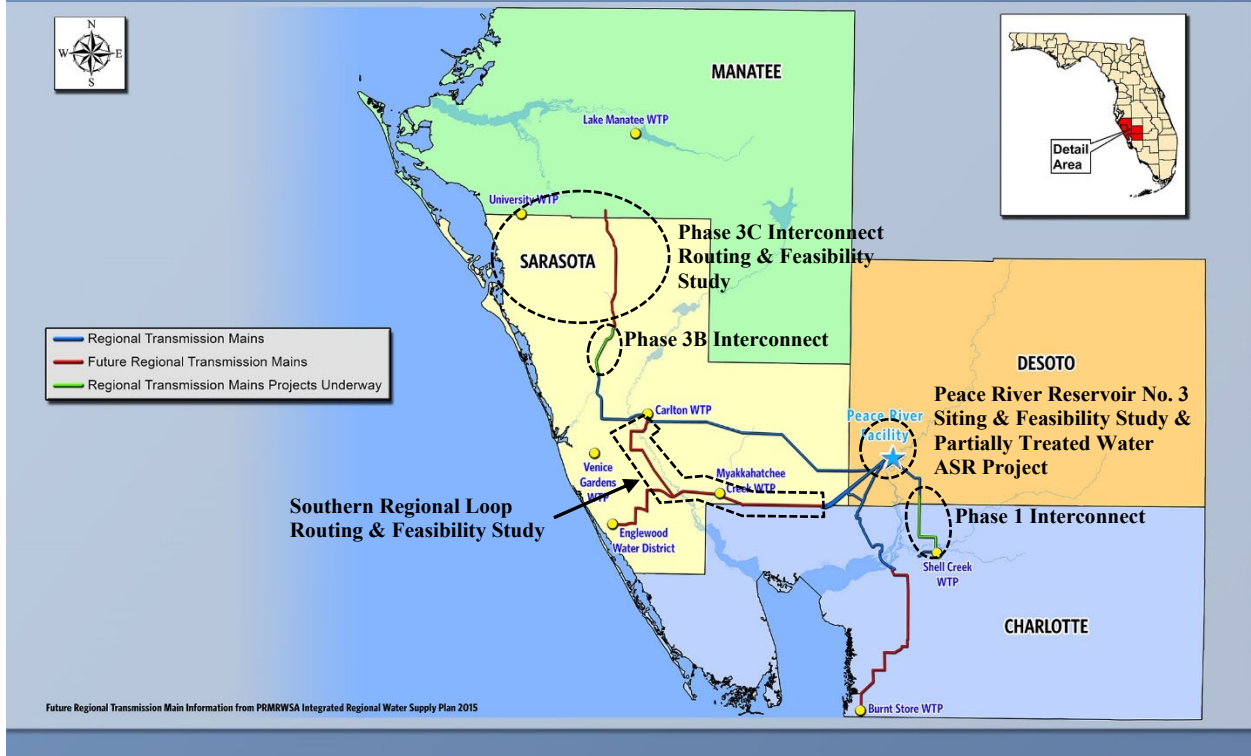
Benefits: This project will evaluate routing and feasibility for the Authority's southern regional pipeline loop from Serris Boulevard in Charlotte County to the Carlton Water Treatment Facility in Sarasota County. This is an alternative water supply project supporting regional and local water system reliability, resource sharing, and SWUCA recovery through conjunctive use of surface and groundwater sources based on management and rotation of supply resources.

Project Details: The routing and feasibility study is a critical step in evaluating the route options and infrastructure requirements that will enable installation of the southern loop between the Authority regional transmission system at Serris Boulevard in Charlotte County and the Carlton Water Treatment Facility in Sarasota County. These regional interconnect segments are referred to as Phase 2B and Phase 2C in the Authority's CIP/CNA. An accelerated project timeframe is intended to coincide with the planned widening project for River Road by the FDOT beginning in 2021. Work will include evaluation of routing, sizing, new pumping/trim facility needs and required modifications to existing facilities (if any) to support this system interconnectivity project. The study will also refine estimated costs for all the proposed new facilities. The project is a component of the Authority's regional integrated loop system. Expected cost of the feasibility study is \$400,000. Work is expected to begin in April 2020 and be completed within 15 months. The individual project(s) are in the Authority's 5-year CIP and 20-year CNA.

Funding Details: Estimated cost for the Feasibility Study is \$400,000. An estimated \$160,000 will be required for the project in FY 2020, with the remaining \$240,000 required in FY 2021 for project completion. A minimum 50% co-funding (\$120,000) will be requested from SWFWMD for FY 2021 project costs.

Project Location Map

Peace River Manasota Regional Water Supply Authority Regional Vision for 2035



PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
October 2, 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.

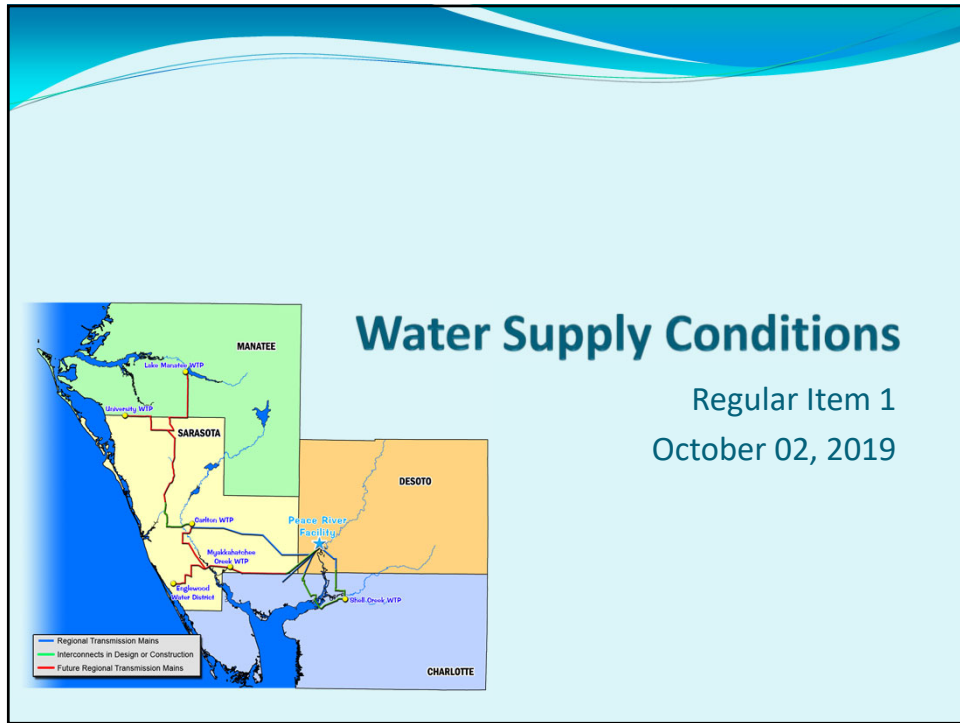
Water Supply Conditions at the Peace River Facility as of September 17, 2019.

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

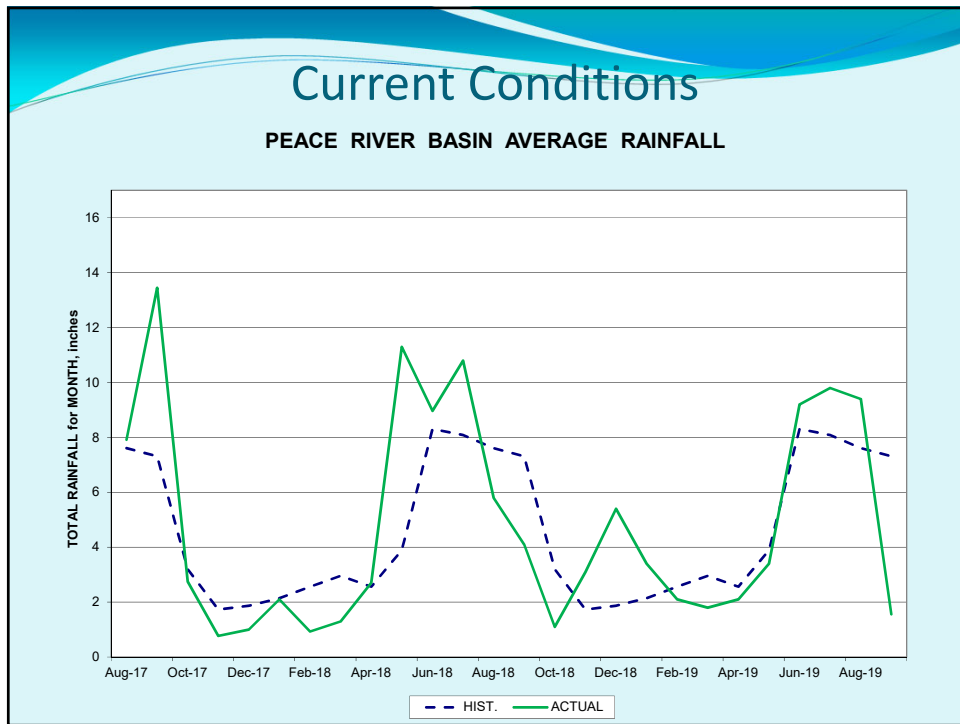
September Water Demand	24.36 MGD
September River Withdrawals	39.54 MGD
<u>Storage Volume:</u>	
Reservoirs	6.41 BG
ASR	<u>8.03 BG</u>
Total	14.44 BG

Attachments:

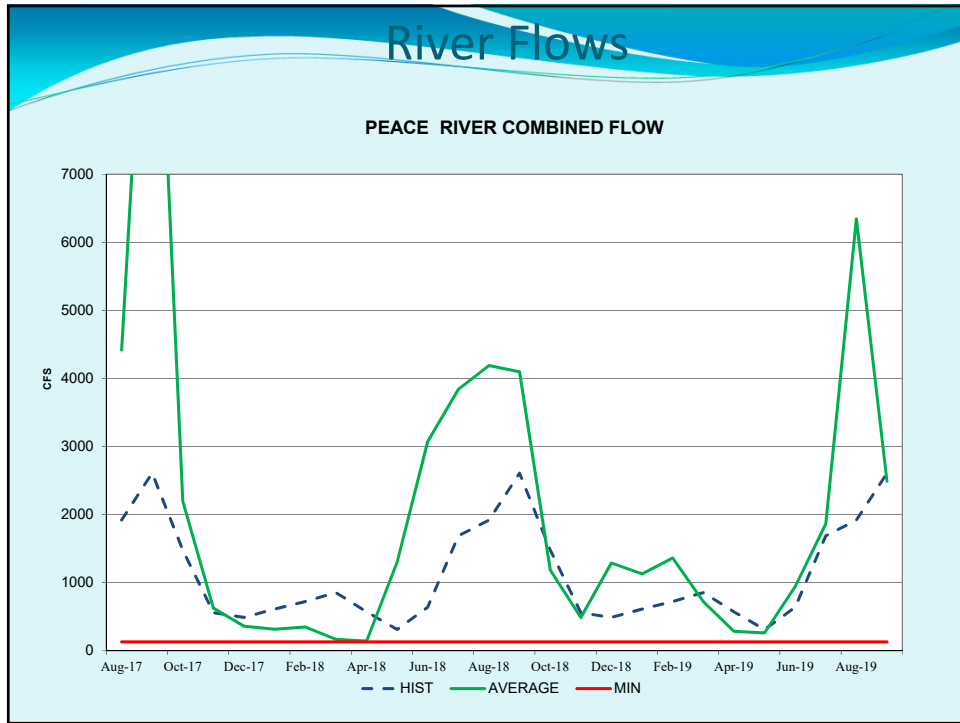
Presentation Materials



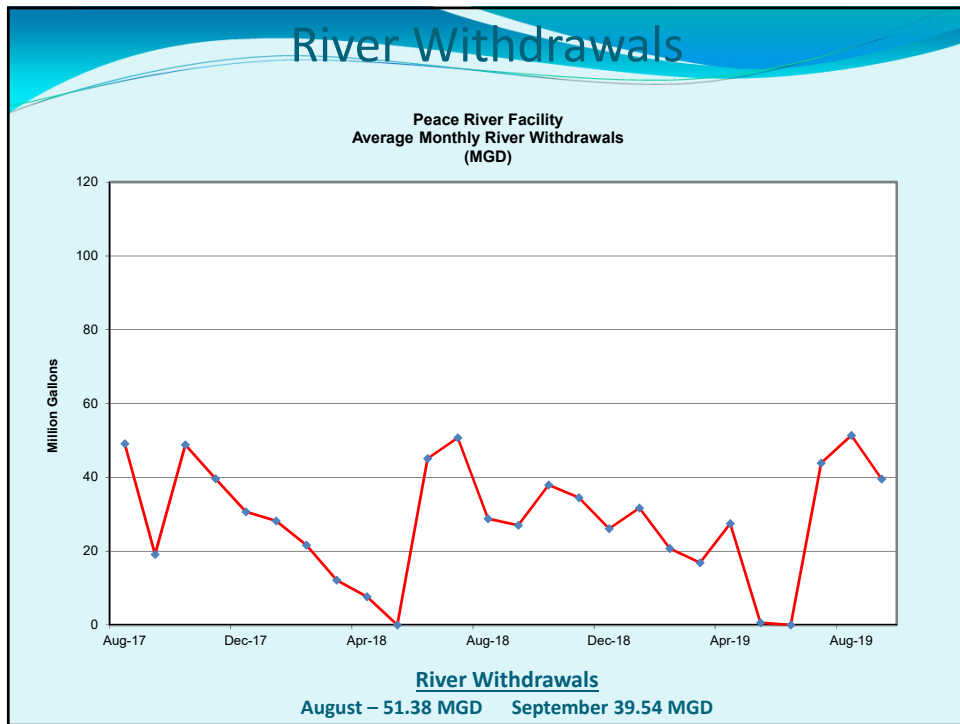
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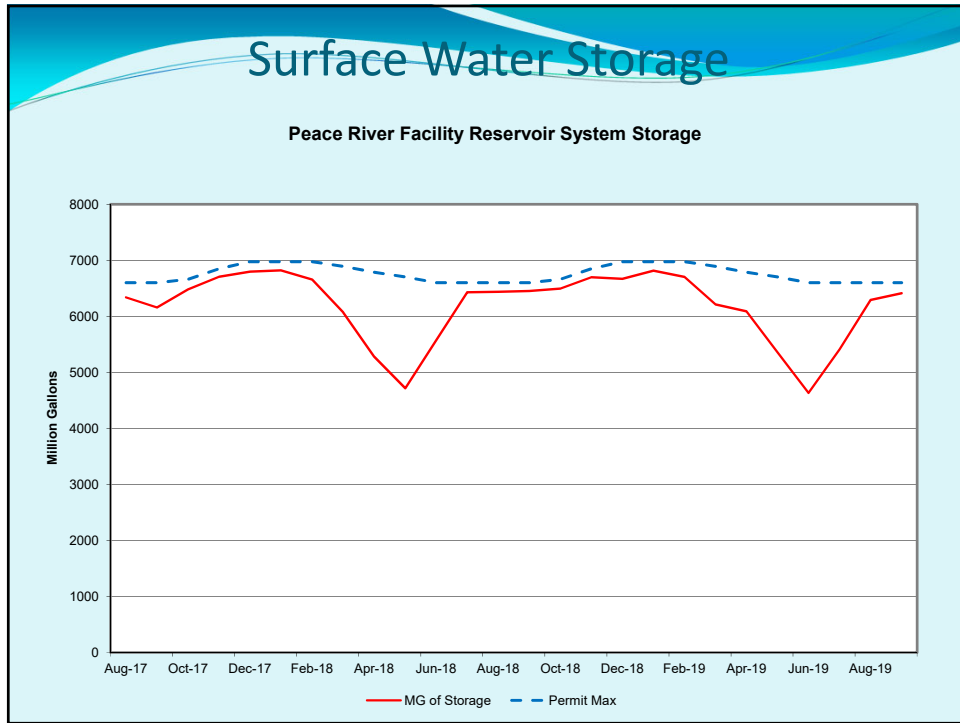
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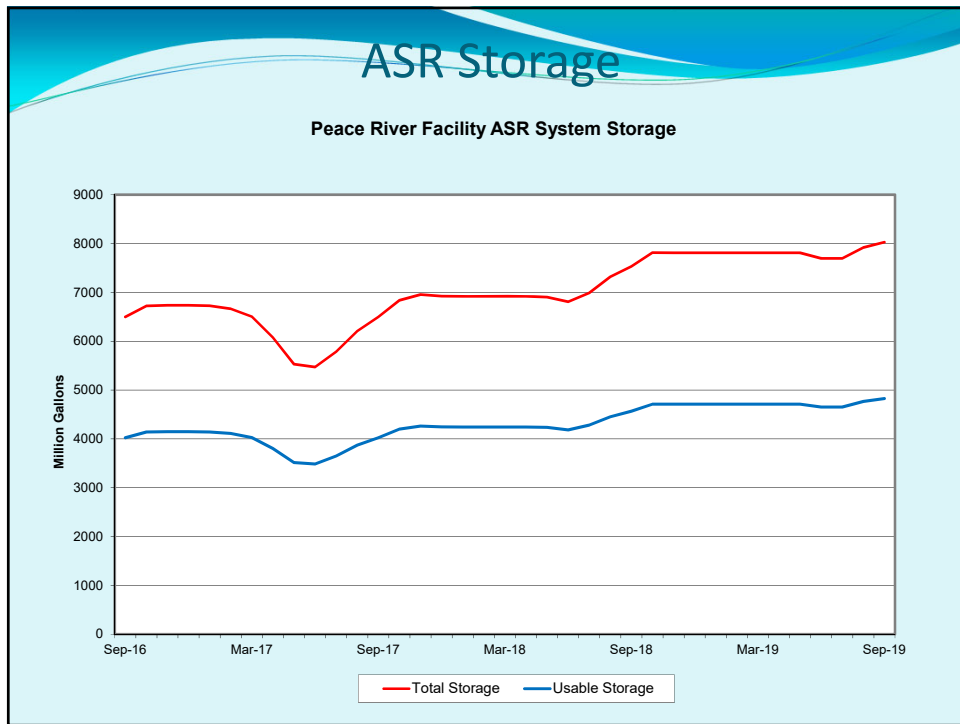
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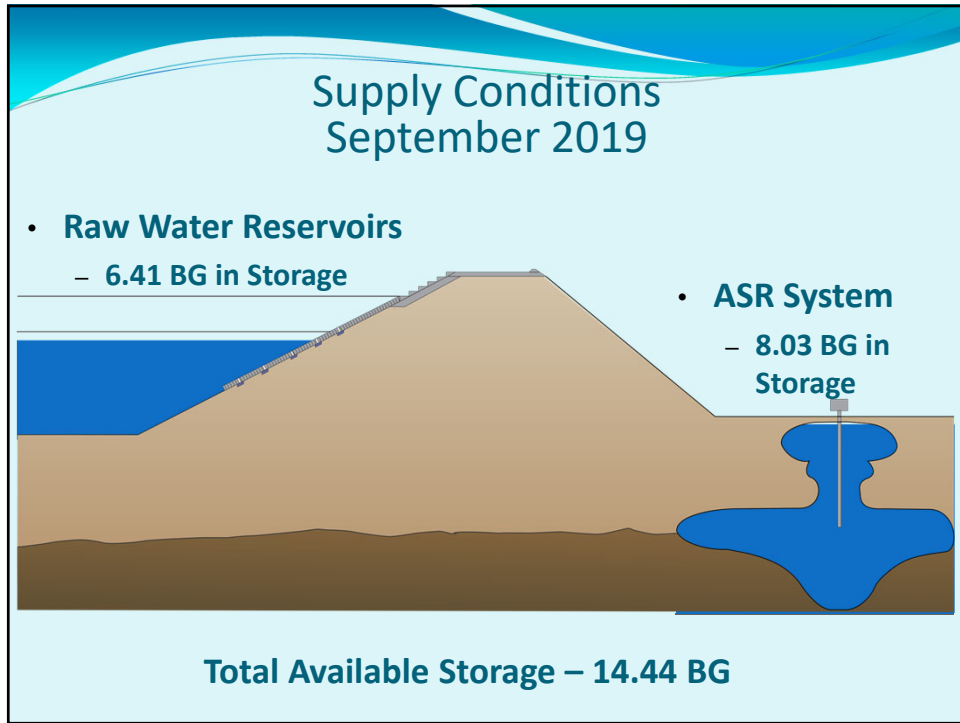
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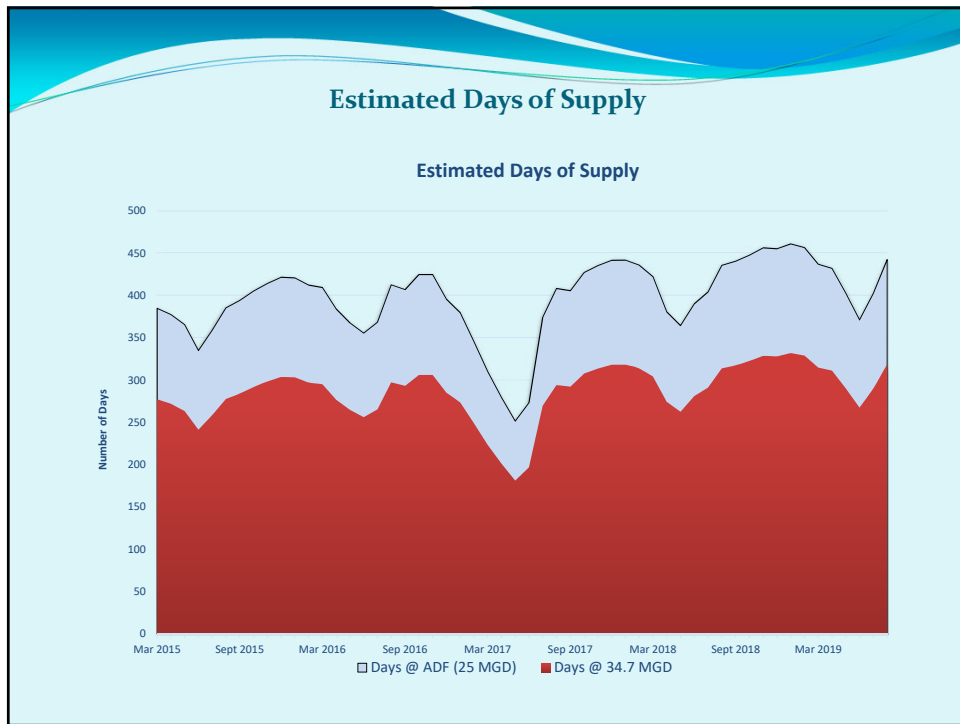
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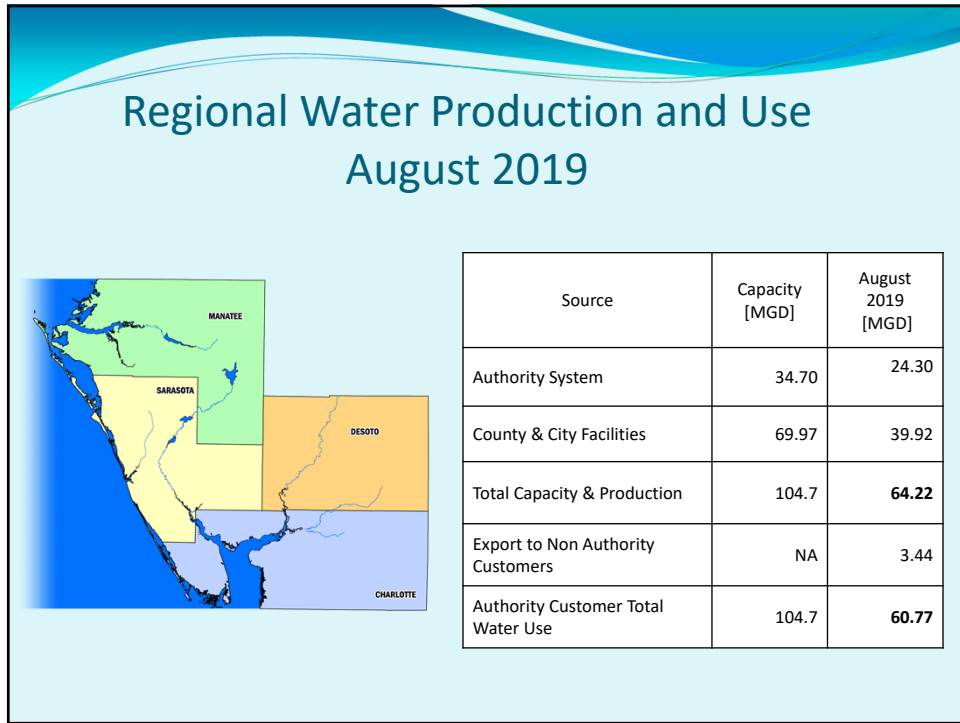
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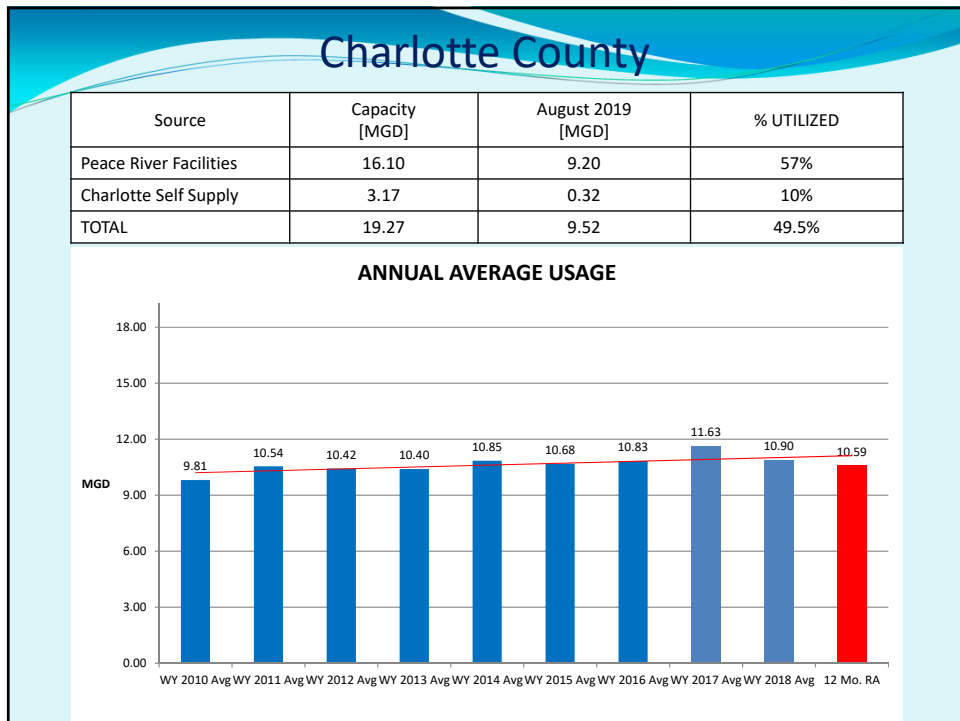
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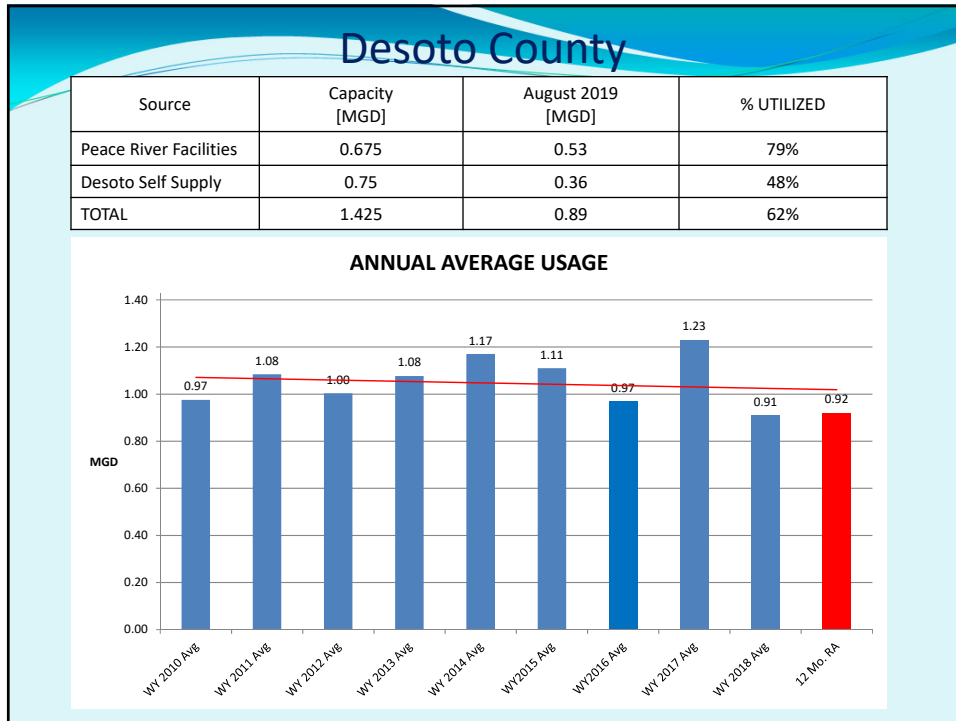
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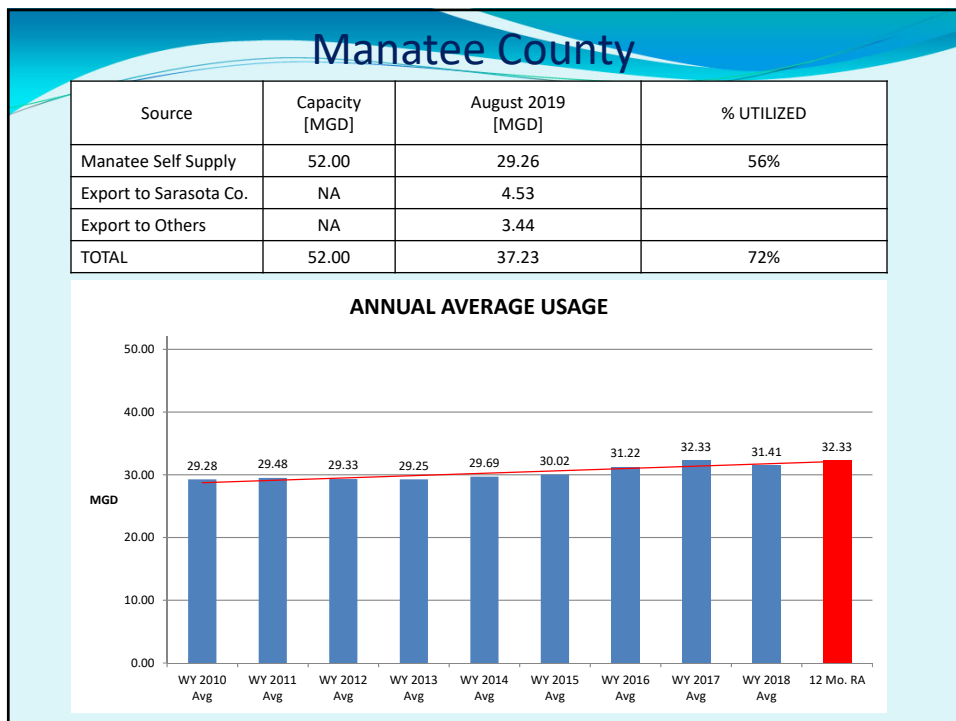
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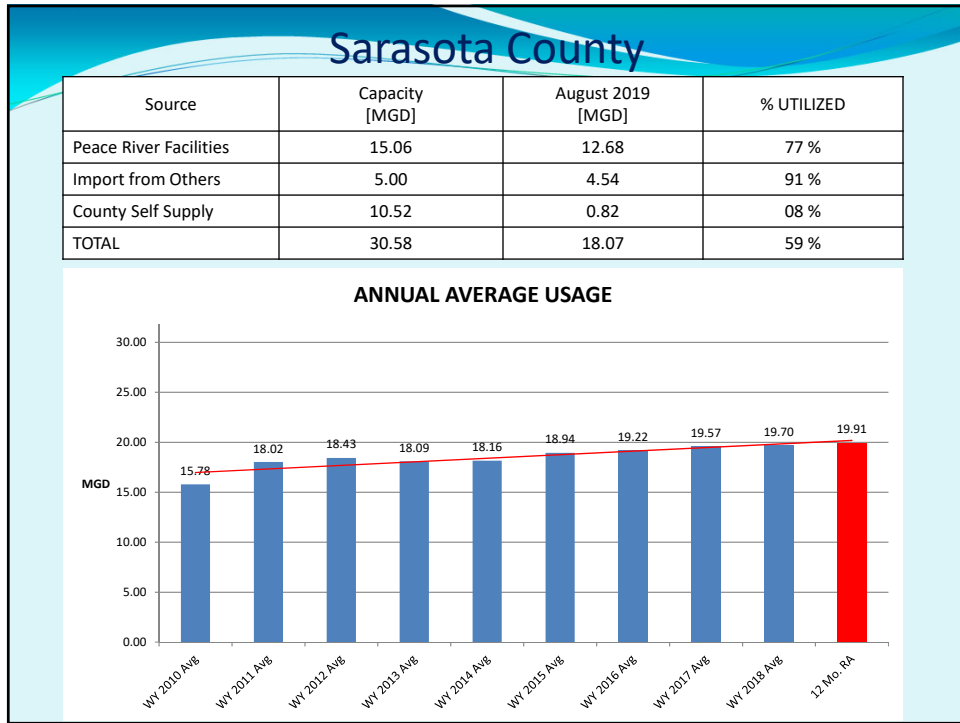
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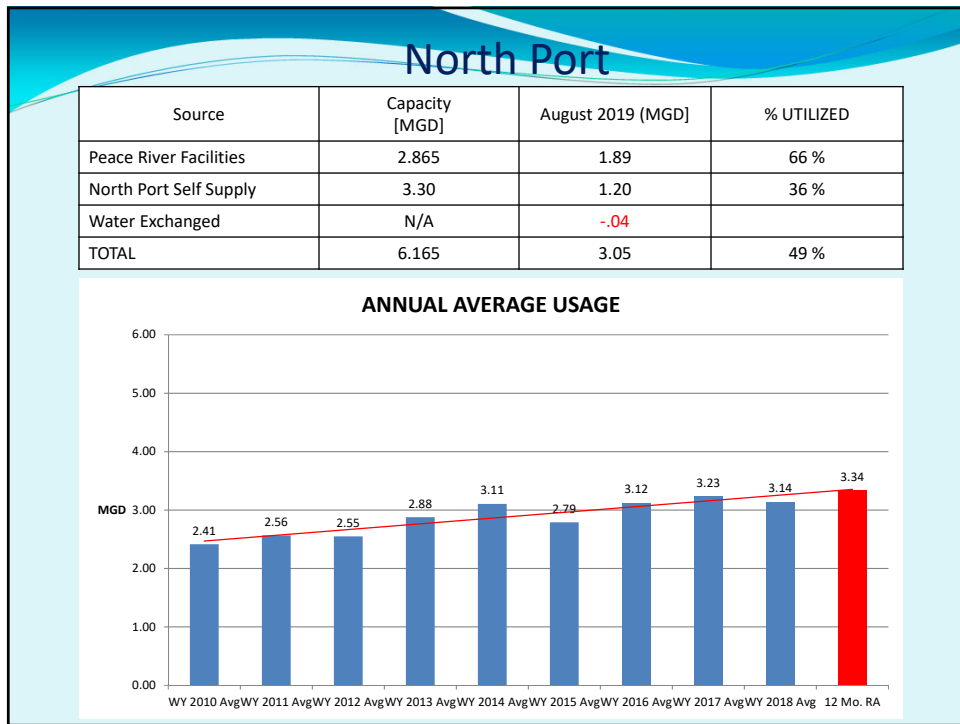
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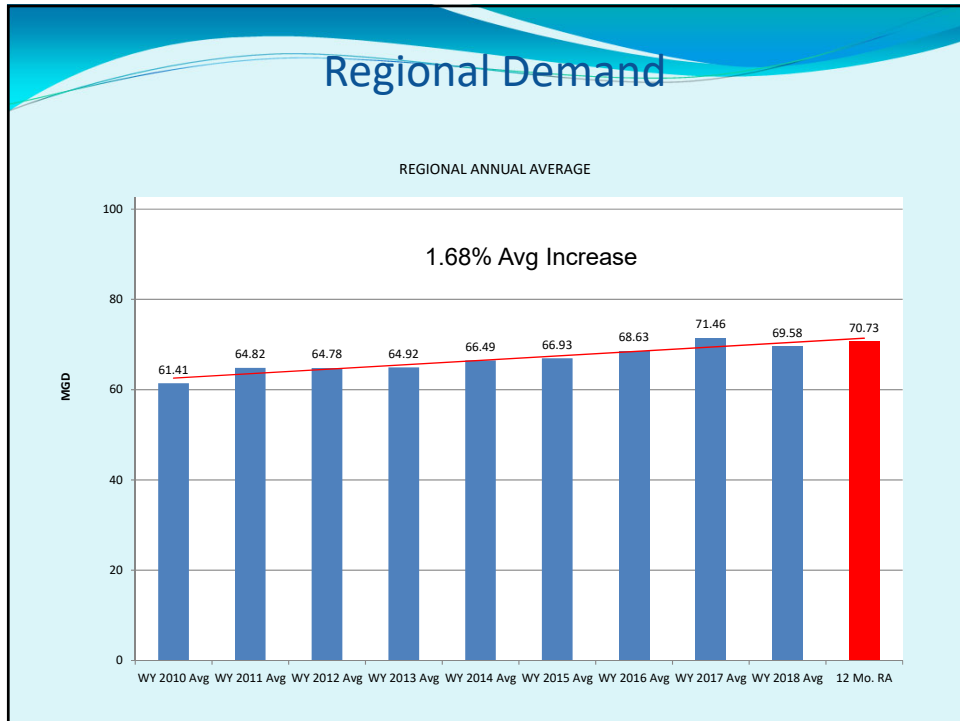
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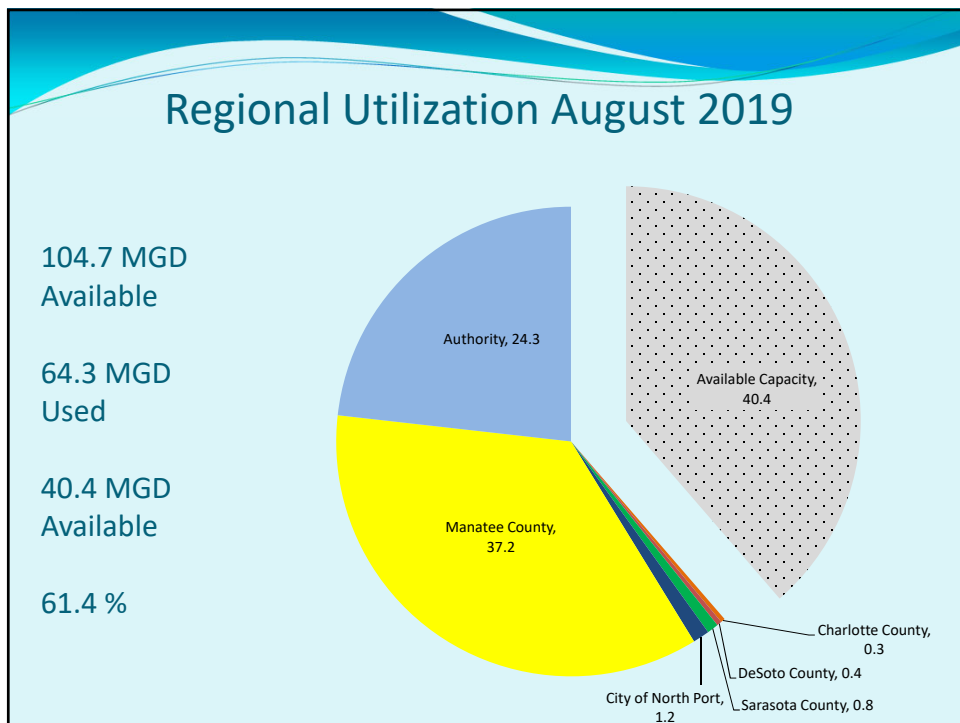
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14



15



16

Questions?



PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
October 2, 2019

REGULAR AGENDA
ITEM 2

Projects Update

Presenter - Kevin Morris, Manager of Engineering & Projects

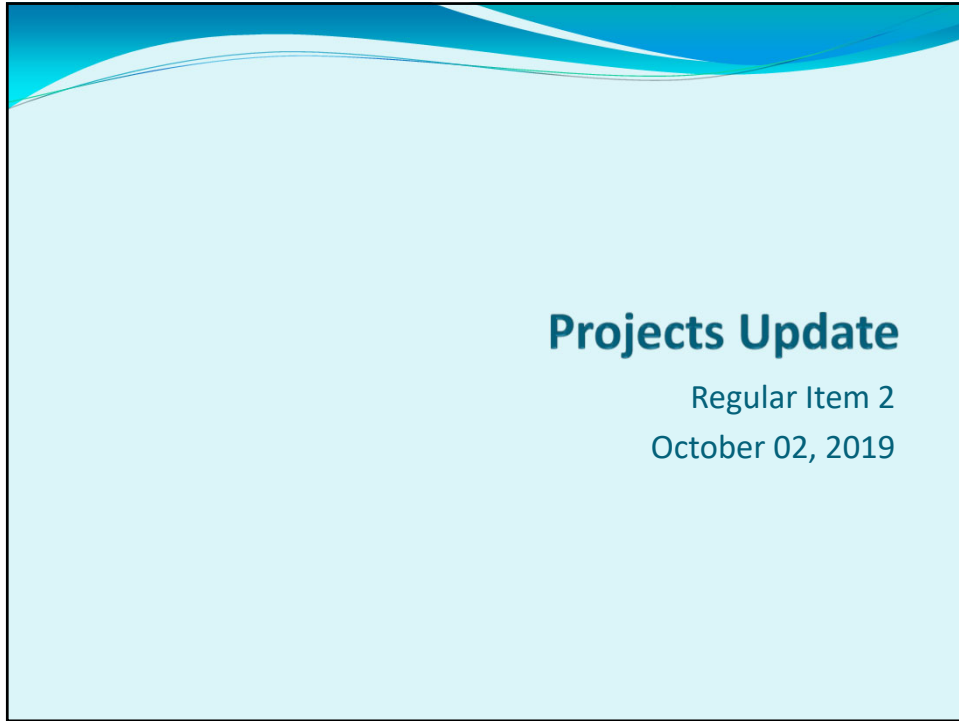
Recommended Action - **Status Report.** This item is presented for the Board's information and no action is required.

Staff will present an update on four (4) construction projects which were either recently completed, are currently under construction or were recently commenced. This presentation is intended for informational purposes only, no action is required. The projects to be discussed include:

1. Phase 2 Peace River Dredging (Completed)
2. Maintenance Office and Warehouse Project (Underway)
3. Regional Integrated Loop System Phase 1 Interconnect Project (Underway)
4. Regional Integrated Loop System Phase 3B Interconnect Project (Recently Commenced)
5. Filter Covers Project (Recently Commenced)

Attachments:

Presentation Materials

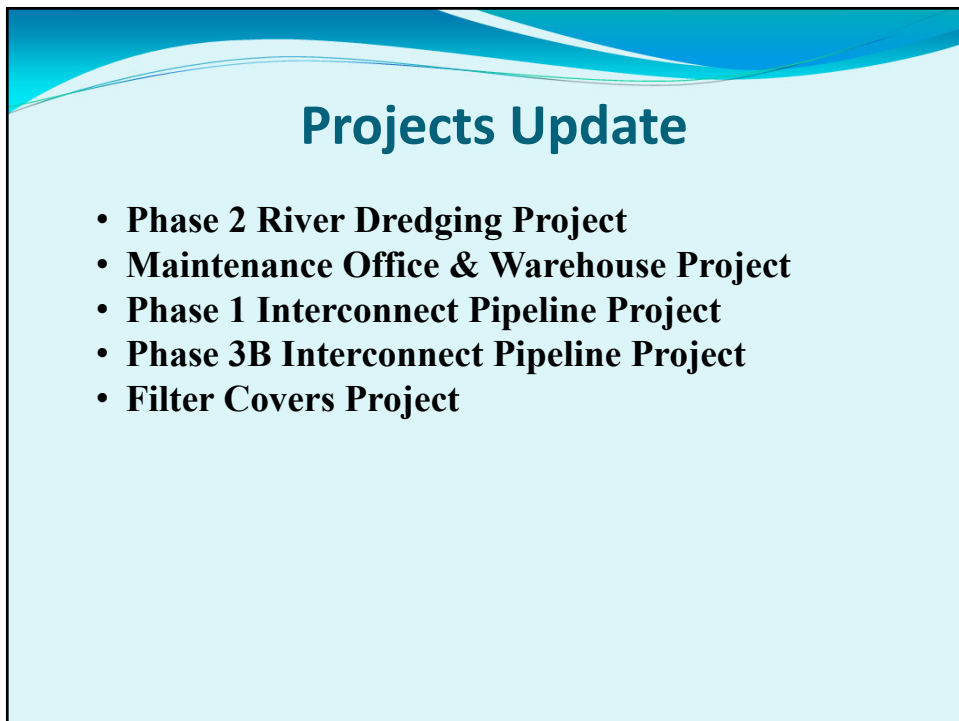


Projects Update

Regular Item 2

October 02, 2019

1



Projects Update

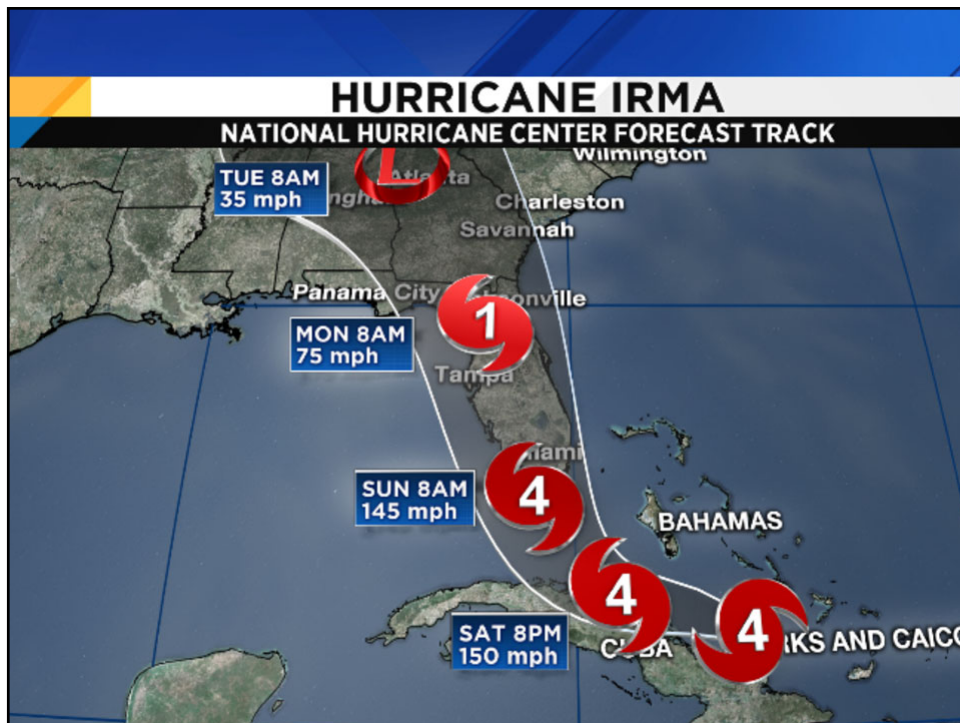
- **Phase 2 River Dredging Project**
- **Maintenance Office & Warehouse Project**
- **Phase 1 Interconnect Pipeline Project**
- **Phase 3B Interconnect Pipeline Project**
- **Filter Covers Project**

2

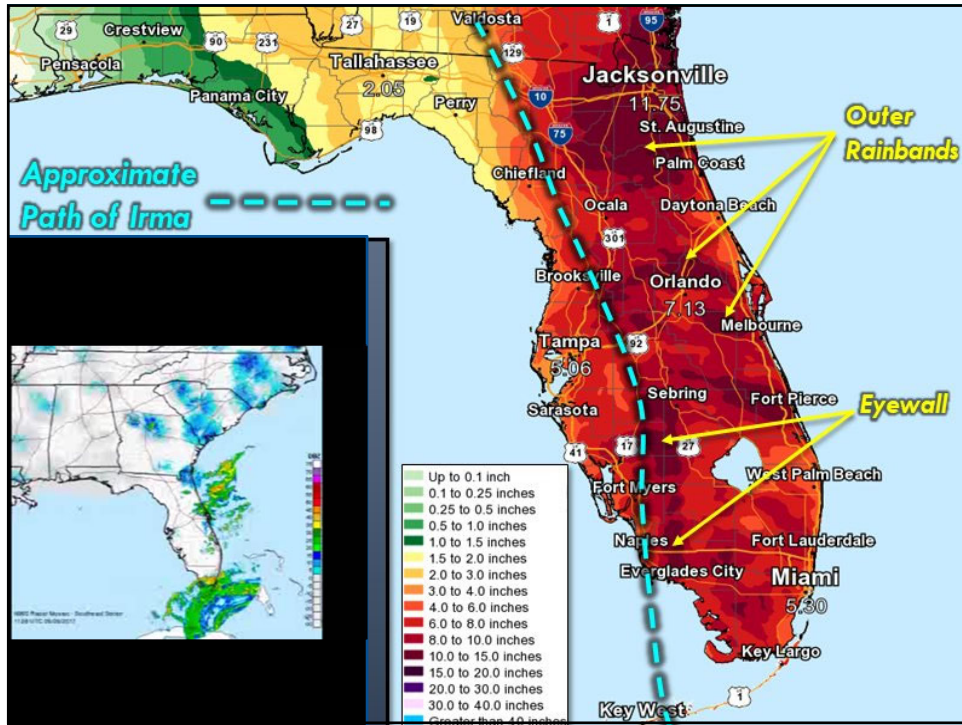
Phase 2 River Dredging Project

Engineer	Johnson Engineering
Contractor	Marine Contracting Group
Construction Contract	\$733,169

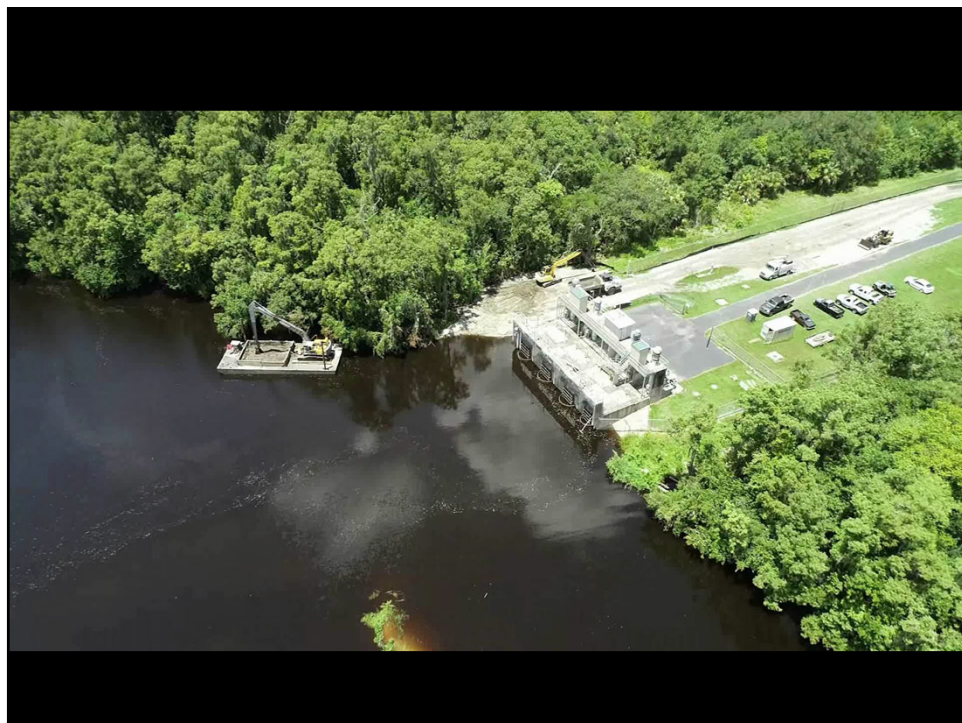
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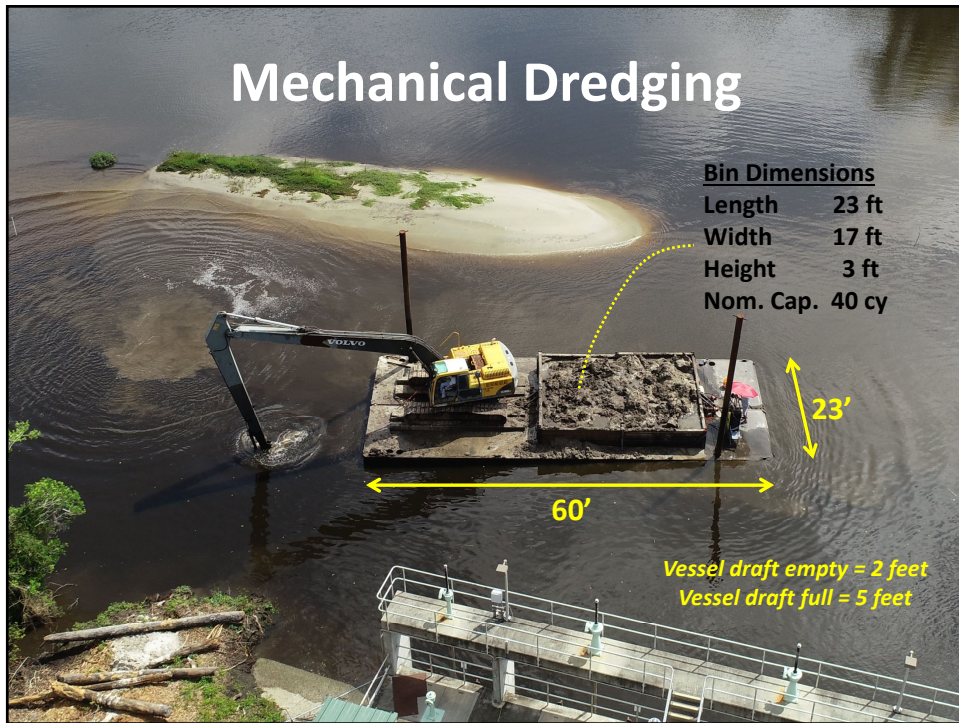
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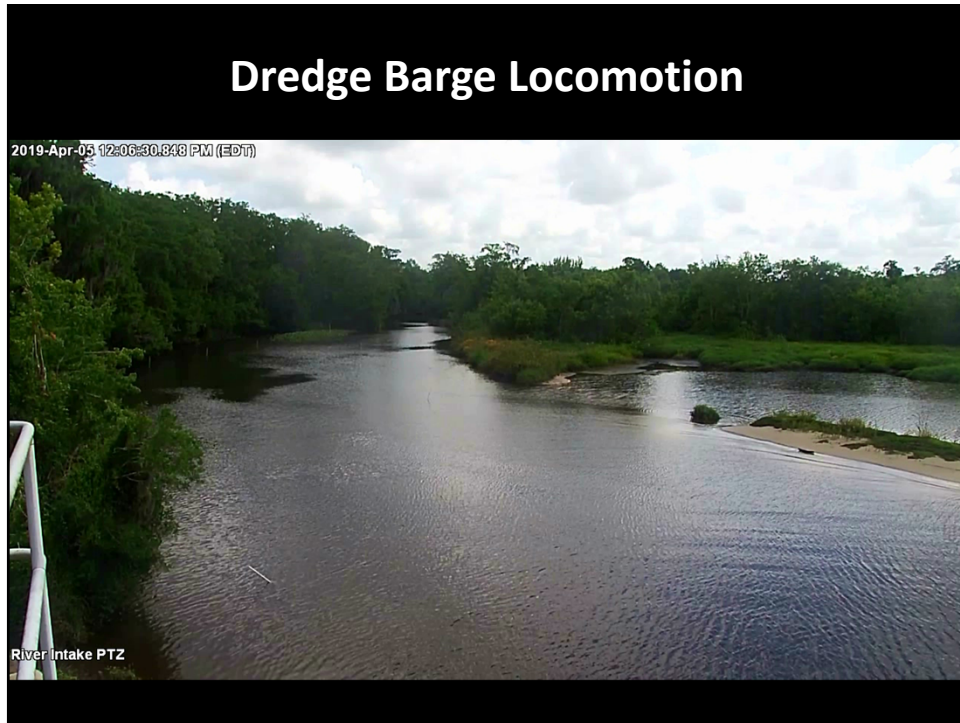
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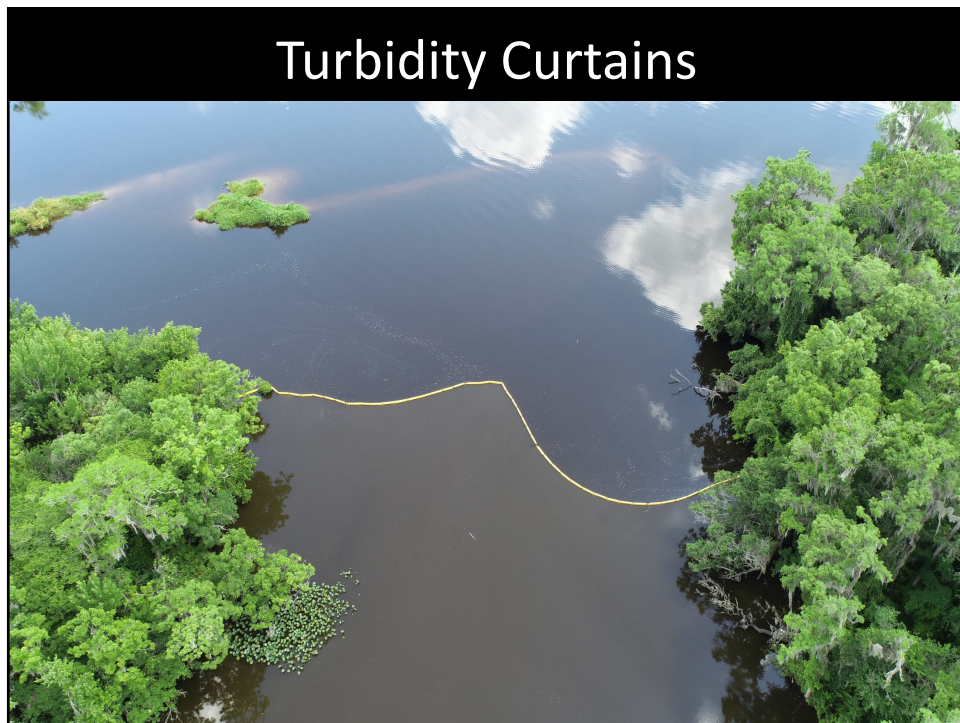
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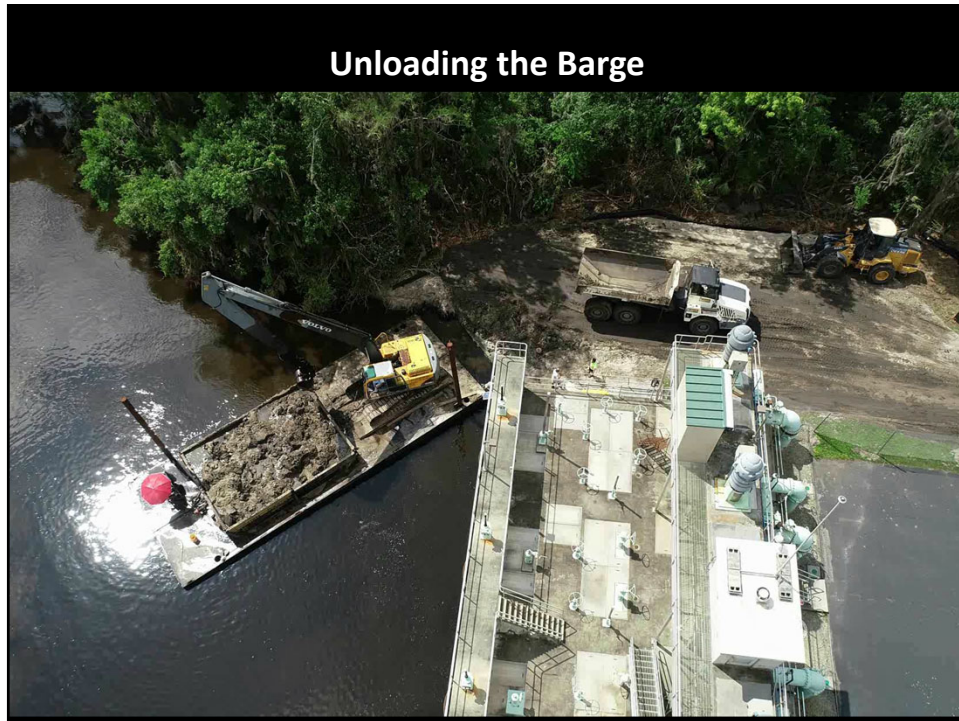
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9



10



11

Phase 2 River Dredging Project

- Project completed on time
- Removed approximately 19,600 cubic yards of material from the River
- Final contract value **reduced** by \$105,723
- Stockpile of 19,000 cubic yards of usable fill

12



13

Maintenance Office & Warehouse Project

Engineer	AECOM Inc.
Contractor	L. Cobb Construction, Inc.
Construction Contract	\$2,544,280.24

14

This Month

- Office should be Dried-In
- Warehouse Wall Panels Going On

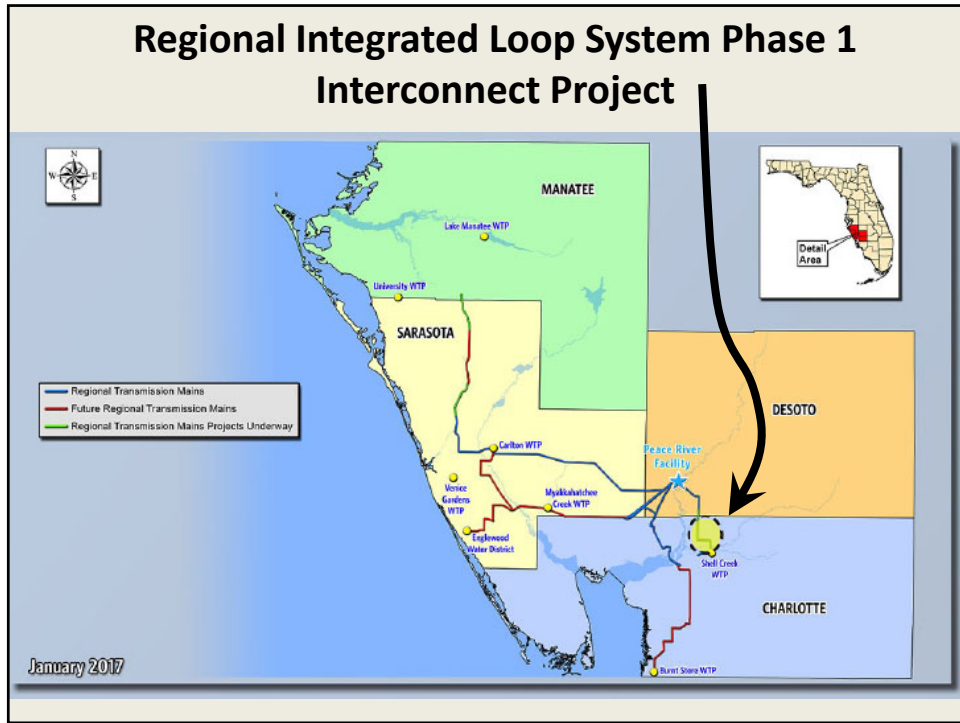


15

Phase 1 Interconnect Pipeline Project



Engineer	Ardurra Group Inc. (formerly King Engineering Associates, Inc.)
Contractor	Reynolds Construction, LLC
Construction Contract	\$8,228,000

16



17

The Story for July & August has been Rainfall

Month	Typical Rainfall (inches)	Actual Rainfall 2019 (inches)
July	8.2	13.5
August	8.0	13.4

18



19



20

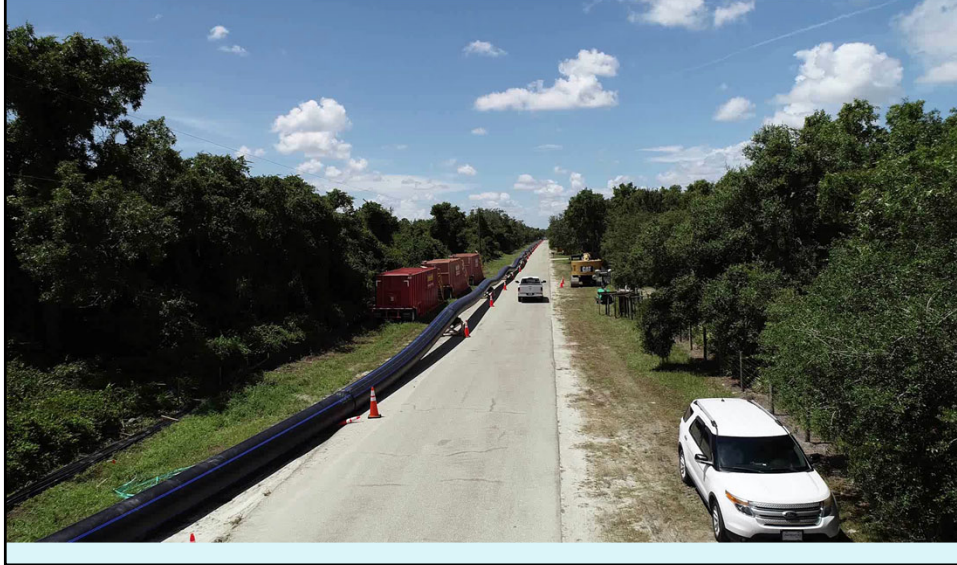


21




22

30" High Density Polyethylene Pipe Laid out and Fused along 3 Rivers Road




23



Pulling in from north side

The "Pullback" took place over 24 hours on July 7th & 8th



Pulling out on the south side

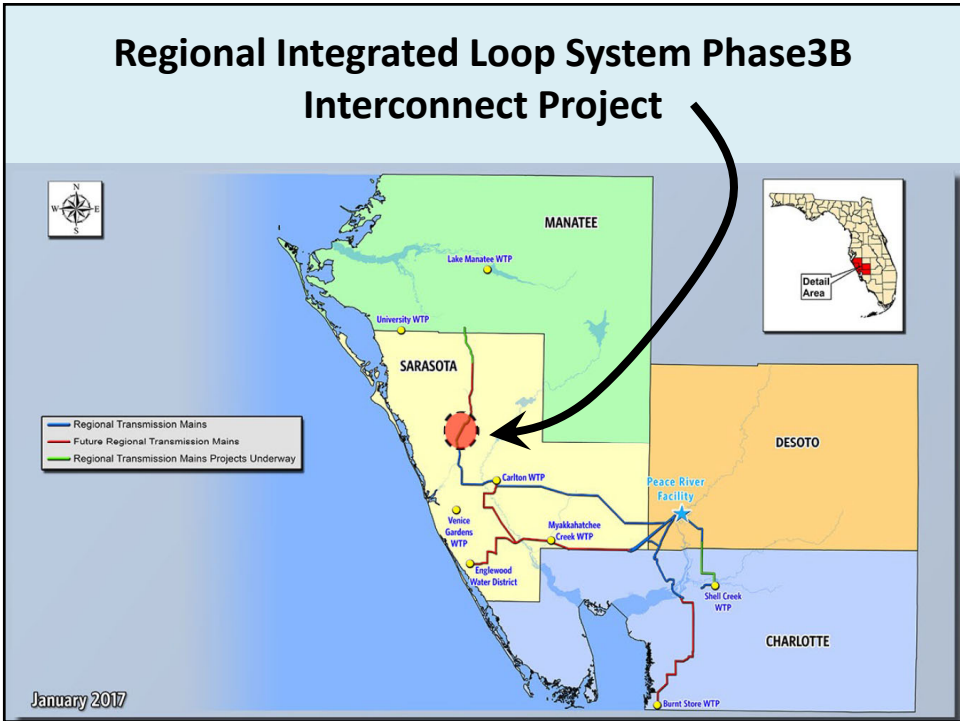
The complex block contains two photographs and text. The top photograph shows a yellow excavator with a long boom pulling a large pipe from the north side of a trench. Two yellow arrows point from the excavator towards the pipe. The bottom photograph shows a pipe being pulled out on the south side, with a yellow arrow pointing towards the pipe. The text in the middle describes the pullback operation.

24

Phase 3B Interconnect Pipeline Project

Engineer	Ardurra Group Inc. (formerly King Engineering Associates, Inc.)
Contractor	Garney Companies, Inc.
Construction Contract	\$12,092,815

25



26

Phase 3B Interconnect Pipeline Project

*Just
Getting
Underway*



27

Filter Covers Project

Engineer	TKW Consulting Engineers, Inc.
Contractor	Garney Companies, Inc.
Construction Contract	\$3,853,000

28

Filter Covers Project

Just Getting Underway

The diagram illustrates the 'Filter Covers Project' for three different plants. On the left, the text 'Just Getting Underway' is written in red. The project is divided into three rows, each representing a different plant. The first row shows 'Plant 1' with an aerial photograph and a 3D rendering of its future cover. The second row shows 'Plant 2' with an aerial photograph and a 3D rendering of its future cover. The third row shows 'Plants 3 & 4' with an aerial photograph and a 3D rendering of their future cover. Green arrows point from the current state (aerial photos) to the future state (3D renderings).

29

Questions?

The image shows a large, circular reservoir or pond, likely part of a water treatment facility. The reservoir is surrounded by a concrete or earthen embankment. The surrounding area is a mix of green fields and some infrastructure, including roads and smaller ponds. The overall scene is a wide, aerial view of the facility.

30

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
October 2, 2019

REGULAR AGENDA
ITEM 3

Manatee/Sarasota Water Sales Agreement

Presenter - Patrick Lehman, Executive Director
Douglas Manson, General Counsel

Recommended Action - **Discussion Item.** This item is presented for the Board's discussion and staff direction.

Manatee County and Sarasota County have maintained an Agreement for Manatee to provide water to Sarasota since 1973. The Agreement has a phase-out schedule water reservation for Sarasota since being amended in 2003. Current reservation for Sarasota is 6 MGD through March 2020 then dropping to 5 MGD through remainder of the Agreement term through March 2025 when the Agreement terminates. Staff will provide information for Board discussion and direction.

Attachments:

Tab A Presentation Materials
Tab B Existing Agreement
Tab C Strategic Plan

TAB A
Presentation Materials



1

Manatee/Sarasota Agreement

The Issue

Manatee County has supplied potable water to Sarasota County since 1973. The current Manatee/Sarasota County Agreement entered into in 2003 provides for phase out of the water supply to Sarasota County terminating all supply to Sarasota County March 31, 2025.

- What is impact to Manatee County?
- What is impact to Sarasota County?
- What is impact to Authority and other Authority members?
- How to best address short and long term planning?

CONTRACT NO. 2004-016
BOG APPROVED 10/17/03

AGREEMENT

WITNESSETH

WHEREAS, MANATEE owns and operates a countywide water system for the purpose of supplying potable water to the inhabitants of MANATEE, and to the inhabitants of other jurisdictions which are provided potable water through agreements with MANATEE, all in accordance with the authority granted by Chapter 63-159F, Laws of Florida as amended, and Chapter 159, Florida Statutes; and

WHEREAS, SARASOTA owns and operates a countywide water system within its boundaries in order to provide potable water to the inhabitants of SARASOTA; and

WHEREAS, pursuant to Agreements dated February 20, 1973 (the "1973 Agreement") and February 5, 1991 (the "1991 Agreement"), SARASOTA has reserved capacity in MANATEE's potable water system; and

WHEREAS, pursuant to the 1991 Agreement, MANATEE agreed to provide to SARASOTA up to 12 million gallons per day ("MGD") of potable water reserve capacity ("Reserve Capacity") for a term of 40 years; and

WHEREAS, pursuant to the 1991 Agreement, SARASOTA purchased an additional 4 MGD of potable water reserve capacity ("Reserve Capacity") with an option to purchase an additional 1 MGD of potable water reserve capacity from MANATEE; and

WHEREAS, Section 505 of the 1991 Agreement provides that any time SARASOTA's consumption exceeds 14 MGD in any given day, MANATEE shall render a billing to SARASOTA for a Facility Investment Fee ("FIF") applicable to 1 MGD in accordance with MANATEE's then-relevant rate schedule and SARASOTA shall render payment within thirty (30) days of receipt of the billing; and

WHEREAS, SARASOTA's potable water consumption exceeded 14 MGD on February 20, 2002; and

WHEREAS, MANATEE has rendered a bill to SARASOTA in the amount of Three Million Three Hundred and 00/100 Dollars (\$3,000,000.00) for the FIF applicable to 1 MGD based on the rates established in Resolution 8-01-06; and

WHEREAS, SARASOTA has not paid the bill rendered by MANATEE; and

2

Manatee/Sarasota Agreement

Proposed Schedule

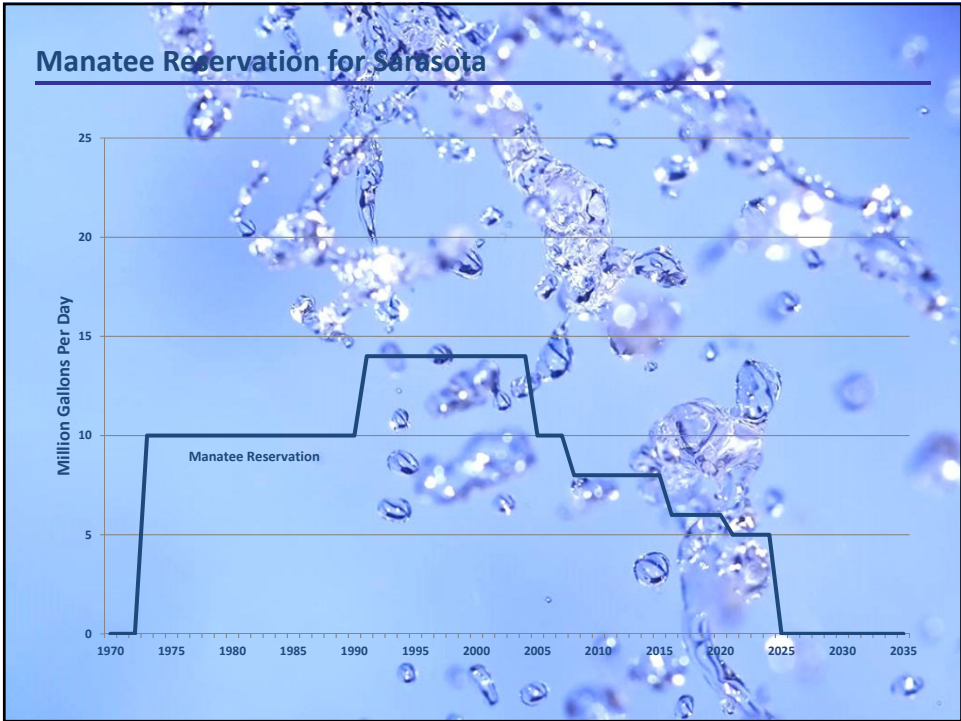
September 16, 2019	Member Administrators' Meeting • Discuss and understand the issue(s)
October 2, 2019	Authority Board Meeting • Discuss and understand the issue(s)
October/November 2019	Authority Member ROCC Meetings • Discuss and the understand the issue(s); • Provide guidance to their Authority Board Member
December 4, 2019	Authority Board Meeting • Board direction on moving forward
February 5, 2020	Authority Board Meeting • Draft agreement(s)
April 1, 2020	Authority Board Meeting • Final agreement(s)

3

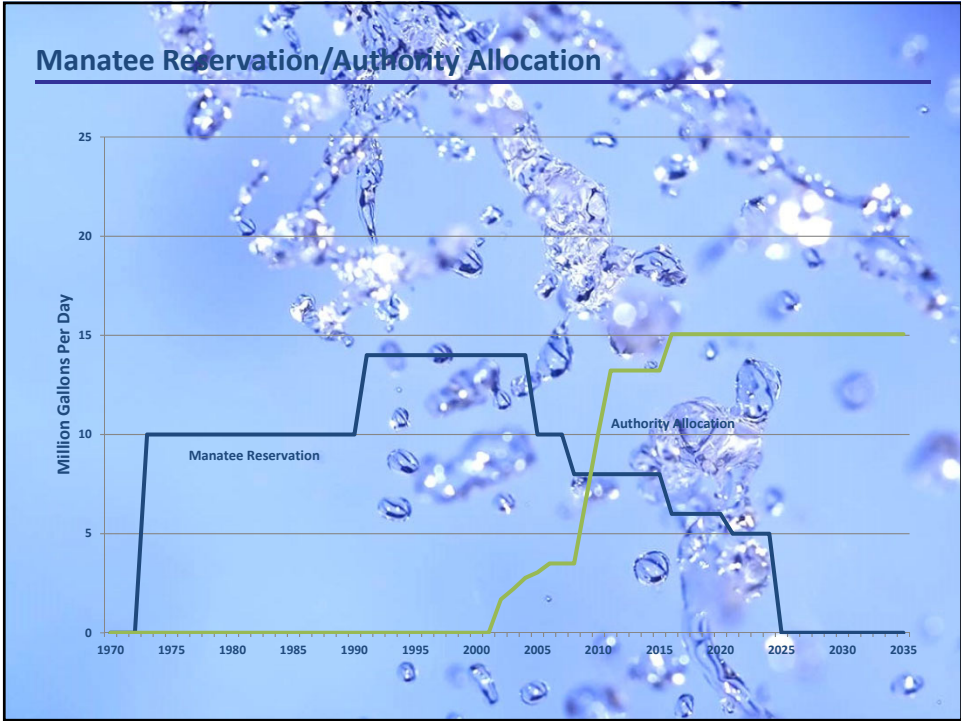
Manatee/Sarasota Agreement

1973	Manatee to provide Sarasota up to 10 MGD Reserve Capacity [Term of 40 years]
1991	Sarasota purchased an additional 4 MGD Reserve Capacity
2003	Agreement revised to provide Phase-Out Schedule of Reserve Capacity: <ul style="list-style-type: none"> • Oct. 21, 2003 through Feb. 28, 2004 14 MGD • Mar. 1, 2004 through Mar. 31, 2008 10 MGD • April 1, 2008 through Mar. 31, 2015 8 MGD • April 1, 2015 through Mar. 31, 2020 6 MGD • April 1, 2020 through Mar. 31, 2025 5 MGD • After Mar. 31, 2025 0 MGD

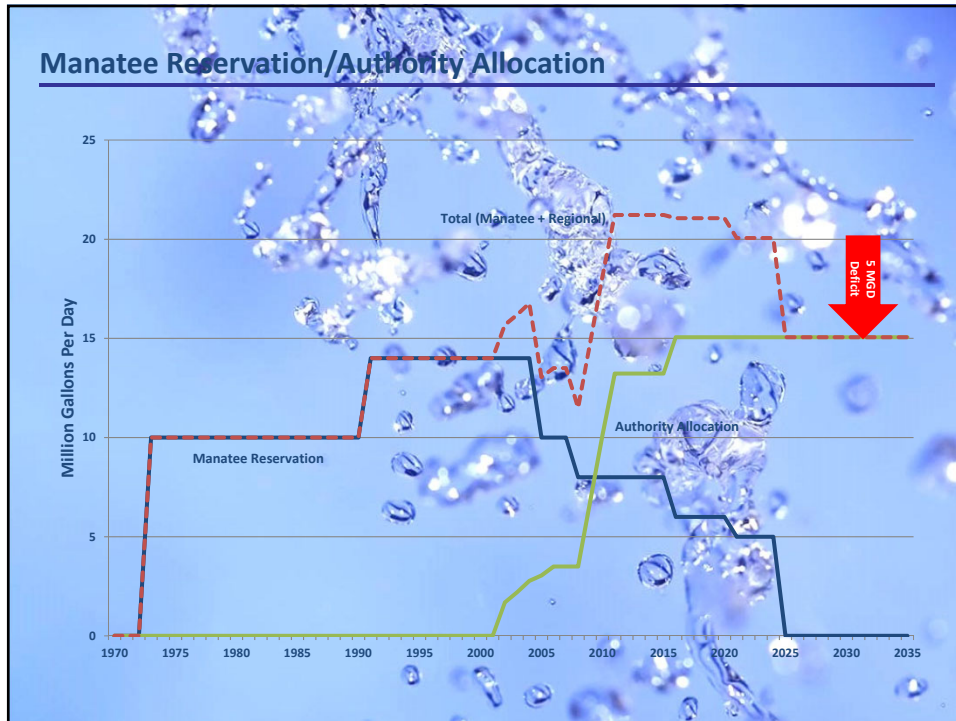
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Strategic Plan

Mission of the Authority is:
“To provide the region with a sufficient, high quality, safe drinking water supply that is reliable, sustainable and protective of our natural resources now and into the future.”

Vision of the Authority is:
“Through cooperation and collaboration the Authority and its members shall create, maintain and expand a sustainable, interconnected regional water supply system.”



**Peace River
Manasota**
Regional Water Supply Authority

Strategic Plan
[Revised 2017]

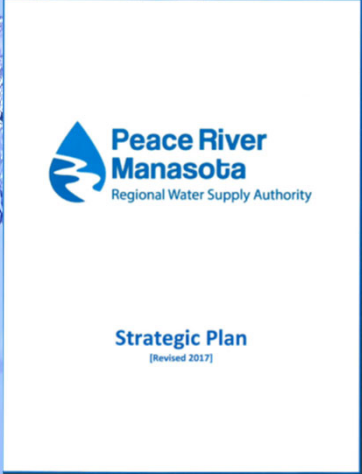
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Strategic Plan

Cooperation
Maintaining a strong spirit of cooperation and addressing regional water supply needs through the leadership of the Authority and its member governments.

Regionalization
The long-term aim of the Authority is to forge a system that is environmentally sensitive and sustainable, highly interconnected, diversified and affordable.

Diversification
The Authority will work with its members and water providers in the region to further diversify supplies, integrate additional water supplies into the Authority's regional system, and protect and enhance water-dependent natural resources.



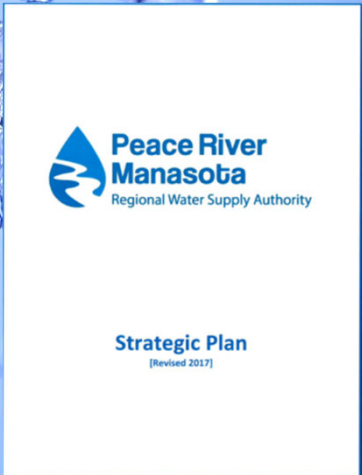
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Strategic Plan

Objective 1-1
Develop a regional operational protocol for interconnected facilities that supports economical and sustainable use of resources, and emergency operation.

Objective 1-3
Interconnect all major supply facilities to the Regional Transmission System.

Initiative 2. Interconnect all existing major supply facilities to the Regional Transmission System by 2026.




10

Strategic Plan

Objective 1-1
Develop a regional operational protocol for interconnected facilities that supports economical and sustainable use of resources, and emergency operation.

Objective 1-3
Interconnect all major supply facilities to the Regional Transmission System.

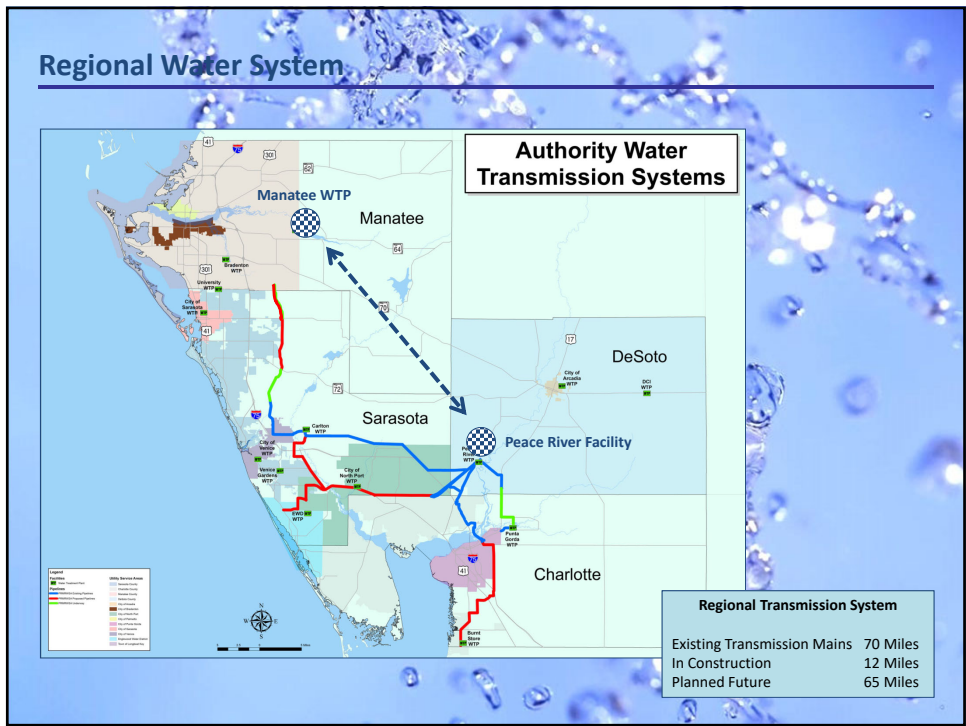
Initiative 2. *Interconnect all existing major supply facilities to the Regional Transmission System by 2026.*



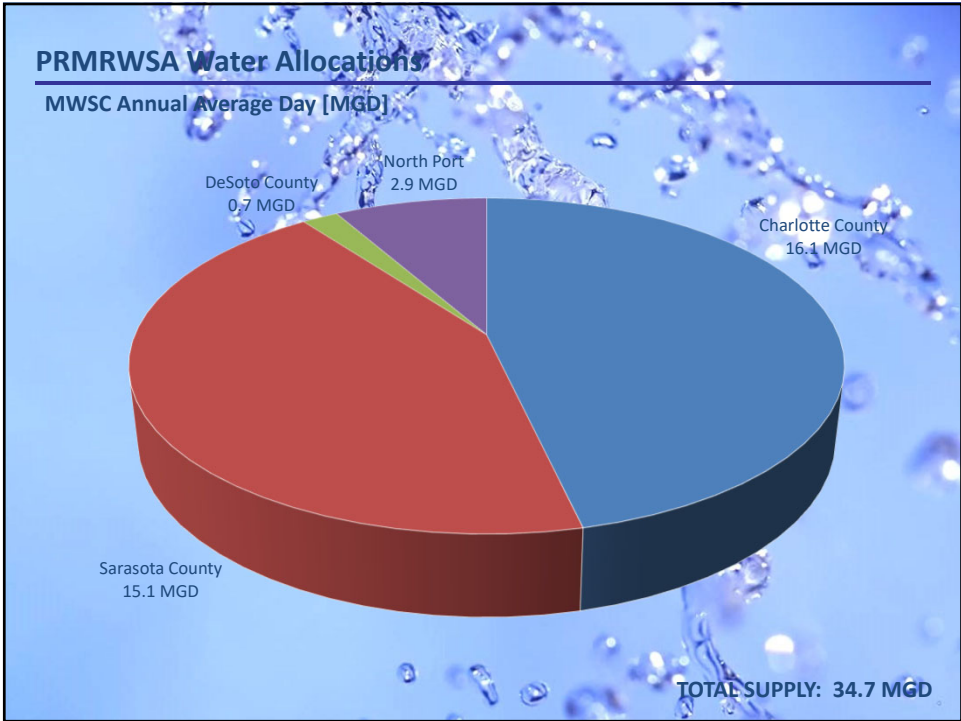
**Peace River
Manasota**
Regional Water Supply Authority

Strategic Plan
[Revised 2017]

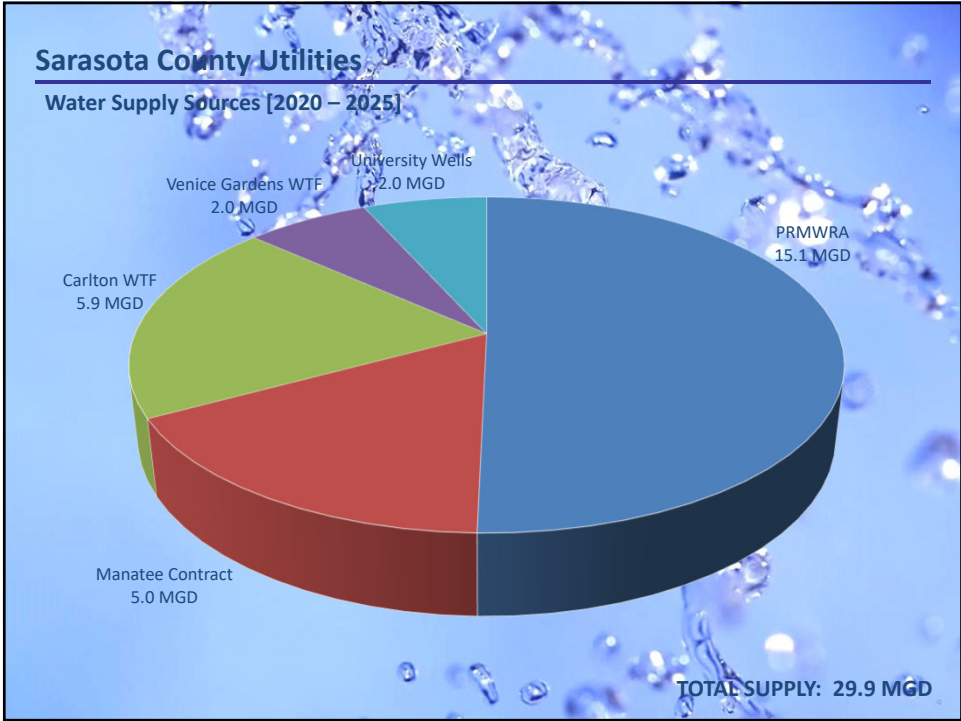
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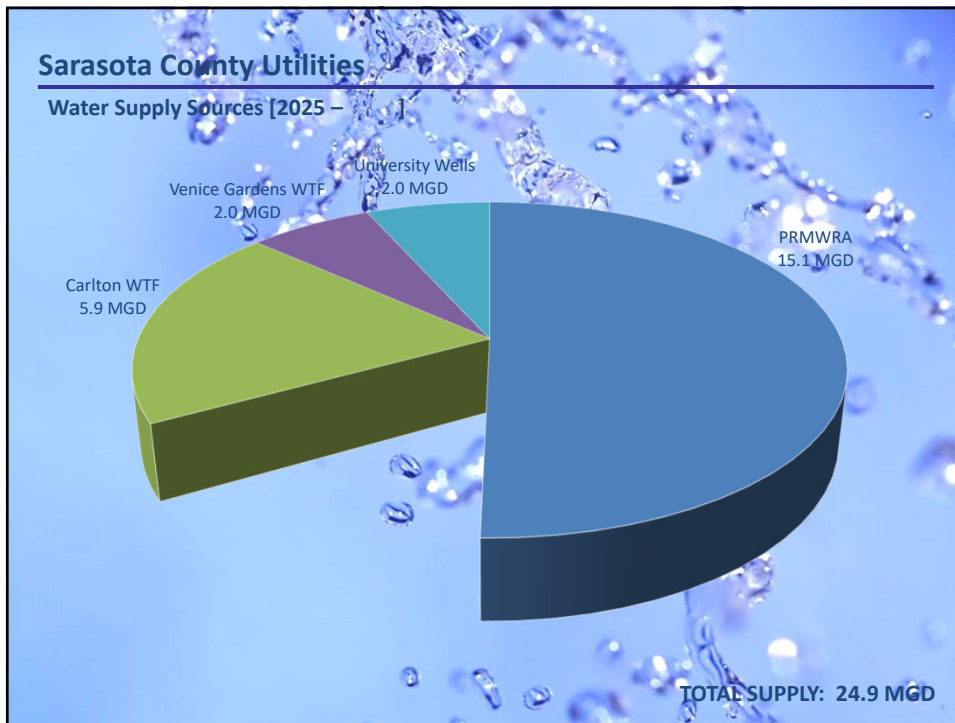
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Manatee/Sarasota Agreement

<p>Manatee/Sarasota Agreement terminates</p> <ul style="list-style-type: none"> • Authority to develop additional supply for Sarasota by 2025
<p>Manatee to provide Reserve Capacity beyond 2025</p> <ul style="list-style-type: none"> • How much and how long? • Step down of Reserve Capacity?
<ul style="list-style-type: none"> • What is impact to Manatee? • What is impact to Sarasota? • What is impact to Authority Members? • How does it impact short and long term planning of Infrastructure? • What are benefits to Members; allocated supply/backup supply?

16



TAB A
Existing Agreement

CONTRACT NO. 2004-015
BCC APPROVED 10/7/03

AGREEMENT

This Agreement is made and entered into this 21ST day of OCTOBER, 2003, by and between MANATEE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "MANATEE", and SARASOTA COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "SARASOTA".

WITNESSETH:

WHEREAS, MANATEE owns and operates a countywide water system for the purpose of supplying potable water to the inhabitants of MANATEE, and to the inhabitants of other jurisdictions which are provided potable water through agreements with MANATEE, all in accordance with the authority granted by Chapter 63-1598, Laws of Florida as amended, and Chapter 153, Florida Statutes; and

WHEREAS, SARASOTA owns and operates a countywide water system within its boundaries in order to provide potable water to the inhabitants of SARASOTA; and

WHEREAS, pursuant to Agreements dated February 20, 1973 (the "1973 Agreement") and February 5, 1991 (the "1991 Agreement"), SARASOTA has reserved capacity in MANATEE's potable water system; and

WHEREAS, pursuant to the 1973 Agreement, MANATEE agreed to provide to SARASOTA up to 10 million gallons per day ("MGD") potable water reserve capacity ("Reserve Capacity") for a term of 40 years; and

WHEREAS, pursuant to the 1991 Agreement, SARASOTA purchased an additional 4 MGD of potable water reserve capacity ("Reserve Capacity") with an option to purchase an additional 1 MGD of potable water reserve capacity from MANATEE; and

WHEREAS, Section 5(b) of the 1991 Agreement provides that any time SARASOTA's consumption exceeds 14 MGD in any given day, MANATEE shall render a billing to SARASOTA for a Facility Investment Fee ("FIF") applicable to 1 MGD in accordance with MANATEE's then existent rate enactment and SARASOTA shall render payment within thirty (30) days of receipt of the billing; and

WHEREAS, SARASOTA's potable water consumption exceeded 14 MGD on February 20, 2002; and

WHEREAS, MANATEE has rendered a bill to SARASOTA in the amount of Three Million Thirty Thousand and 00/100 Dollars (\$3,030,000.00) for the FIF applicable to 1 MGD based on the rates established in Resolution R-01-66; and

WHEREAS, SARASOTA has not paid the bill rendered by MANATEE; and

WHEREAS, SARASOTA desires to reduce its potable water Reserve Capacity to 10 MGD in consideration of release from payment of the current wholesale FIF in the amount of \$3,030,000.00 for an additional 1 MGD Reserve Capacity which is currently due under the terms of the 1991 Agreement; and

WHEREAS, MANATEE and SARASOTA desire to establish a schedule for phasing out the Reserve Capacity and eliminating SARASOTA's reliance on MANATEE's potable water supply; and

WHEREAS, the 1991 Agreement, unless otherwise amended or repealed, will expire on February 5, 2011.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the parties agree as follows:

1. PREAMBLES: The preambles to this agreement are expressly incorporated herein.
2. PURPOSE: This is an agreement for the phasing out of SARASOTA's 14 MGD of Reserve Capacity in MANATEE's potable water system under the 1973 Agreement and the 1991 Agreement, and SARASOTA's release from purchase from MANATEE of an additional 1 MGD of potable water Reserve Capacity under the 1991 Agreement.
3. RELEASE FROM FIF PAYMENT: Upon the effective date of this agreement, MANATEE shall release SARASOTA, its officers and employees, from any and all claims, damages and causes of action arising out of SARASOTA's potable water consumption exceeding 14 MGD on February 20, 2002, including but not limited to payment of the wholesale FIF for the additional 1 MGD of Reserved Capacity, at the current wholesale FIF rate established by MANATEE Resolution R-01-66, in the amount of Three Million Thirty Thousand and 00/100 Dollars (\$3,030,000.00). MANATEE authorizes any actions necessary to write off and/or reverse the aforementioned charge of Three Million Thirty Thousand and 00/100 Dollars (\$3,030,000.00).
4. RESERVE CAPACITY: MANATEE agrees to continue to reserve up to 14 MGD of potable water Reserve Capacity through February 28, 2004. Beginning March 1, 2004, the Reserve Capacity shall be reduced to 10 MGD, and, subject to Paragraph 5 herein, MANATEE shall maintain this Reserve Capacity through March 31, 2008.
5. PHASE-OUT SCHEDULE: MANATEE and SARASOTA agree to the following schedule to phase out the Reserve Capacity:
 - April 1, 2008 through March 31, 2015 - maximum daily Reserve Capacity 8 MGD
 - April 1, 2015 through March 31, 2020 - maximum daily Reserve Capacity 6 MGD
 - April 1, 2020 through March 31, 2025 - maximum daily Reserve Capacity 5 MGD
 - After March 31, 2025 - maximum daily Reserve Capacity 0 MGD

This schedule will be used by both parties in their water supply planning work over this period; provided, however, that upon mutual agreement of the parties, SARASOTA, in furtherance of eliminating its reliance on MANATEE's potable water supply, may further reduce its maximum daily Reserve Capacity below the quantities set forth above, with no penalties or further obligations to SARASOTA. MANATEE's agreement shall not be unreasonably withheld. SARASOTA recognizes that a reduction in its Reserve Capacity may require MANATEE to modify its permits issued by the Southwest Florida Water Management District.

6. CHARGES: MANATEE and SARASOTA agree that the fixed monthly wholesale customer charges for SARASOTA shall be based on the Reserve Capacity for the time frames as established herein and the rate resolutions of MANATEE, and wholesale consumption charges shall be as established by rate resolutions of MANATEE. Said resolutions shall include excess demand charges, which will apply to all consumption on days in which Reserve Capacity is exceeded, and will be identical to excess demand charges charged to all other wholesale customers as established in the rate resolution in effect at the time.
7. REGIONAL WATER RESOURCES: SARASOTA has expressed interest in developing regional water resources based operating schedules that may require seasonal variation in demand for MANATEE supply. MANATEE agrees to consider amending this agreement to include such schedules and seasonal rate adjustments, providing that such schedules and rate adjustment do not negatively impact the availability of potable water for the citizens of MANATEE.
8. WATER SUPPLY EMERGENCIES: It is also understood that short term water supply emergencies may exist during a state of emergency declared by the Board of County Commissioners of either party. Under such conditions wherein SARASOTA shall need higher short term potable water supply than Reserve Capacities may allow during a state of emergency declared by the Board of County Commissioners of SARASOTA, MANATEE shall waive any excess demand charges and charge all excess consumption at the wholesale rate established in the MANATEE rate resolution in effect at the time. Delivery of such higher potable water supply will be dependent on MANATEE having adequate supply to provide the increased delivery and/or on the ability of MANATEE to receive emergency water use permits to allow for increased withdrawals that may be necessary. If MANATEE has a water supply emergency and is unable to deliver the full Reserve Capacity to SARASOTA, the associated fixed monthly charges (customer charges) shall be based on the average daily delivery for the month(s) of reduced supply used as the Reserve Capacity for that period. If MANATEE needs and can receive emergency potable water supply from SARASOTA during a state of emergency declared by the Board of County Commissioners of MANATEE, such water that is delivered shall be metered and billed to MANATEE at SARASOTA's bulk rate plus any base charge in effect at that time, based on the average daily delivery rate as a Reserve Capacity.

9. MEASUREMENTS: (a) All water furnished by MANATEE hereunder shall be measured by measuring equipment of standard manufacture to be maintained, calibrated and read by MANATEE at its expense. Annually, or upon written notice by SARASOTA, MANATEE shall inspect and test said meters in the presence of a representative or representatives of SARASOTA. Copies of said meter inspections and testing shall be delivered to SARASOTA.

(b) No meter shall be allowed to remain in service which has an error in excess of the latest published American Waterworks Association (AWWA) standard (or by succeeding standards) at the time of the testing. If SARASOTA requests a meter inspection in addition to MANATEE's annual inspection and the meter conforms to the AWWA standard upon testing, SARASOTA shall pay all inspection and testing costs.

In the event that a faulty meter is discovered, SARASOTA shall not be liable for any inspection and testing costs and MANATEE shall immediately take steps to restore the meter to an accurate condition or install a new meter at the cost of MANATEE.

10. METER READINGS: (a) The quantity of water delivered to SARASOTA shall be determined from meter readings to be conducted by representatives of MANATEE. SARASOTA shall have the right to have a representative present, if it so desires, and shall have access to meter chambers at all times in the presence of a MANATEE representative. In the event of a meter malfunction, consumption billing will be based on all available information as agreed to by the metering staffs of both parties.

(b) MANATEE shall render monthly billings to SARASOTA for amounts then due and payable. SARASOTA agrees to pay said billings within 30 days of receipt, in U.S. funds.

11. WATER DELIVERY LOCATION: For the purposes of this agreement, the point of delivery shall be at meters designated by mutual agreement between the parties, said meters to be located near the MANATEE/SARASOTA line. Currently, three (3) meter locations are approved as follows:

- (1) 30-inch meter at Lockwood Ridge Road and University Parkway;
- (2) 10-inch meter south of University Parkway on Lakewood Ranch Blvd.; and
- (3) 10-inch meter east of Airport and north of University Parkway at the RR.

Any future meters shall be installed in accordance with plans approved by MANATEE and all associated costs shall be paid by the party requesting such meters. Meters shall be the property of MANATEE and MANATEE shall be responsible for their maintenance, at no cost to SARASOTA. Meters shall not be relocated without the prior consent of both parties. It shall be the requesting party's sole responsibility to relocate the meters with all costs to be paid by the requesting party. The cost of relocation of meters for non-utility related purposes shall be divided equally between the parties. Transmission lines beyond said meters will be the responsibility of SARASOTA and will be the property of SARASOTA. Lines to the meters will be the responsibility of MANATEE and will be the property of MANATEE.

12. **WATER PRESSURE:** MANATEE shall deliver to SARASOTA water at a minimum static pressure of 50 pounds per square inch at the meter under normal operating conditions. MANATEE will not be responsible for interruptions that cause reduced pressures for interim periods that are beyond MANATEE's control.
13. **WATER QUALITY:** The quality of the water sold and delivered by MANATEE to SARASOTA hereunder shall meet all applicable standards of the United States Environmental Protection Agency and the Florida Department of Environmental Protection or succeeding regulatory agencies for drinking water. SARASOTA agrees that it will meet all such regulations beyond the meters. MANATEE shall provide water quality information necessary for SARASOTA to meet reporting requirements to its customers.
14. **WATER SUPPLY:** MANATEE agrees that water to be supplied hereunder will be continuous at all times except that temporary disruption of service at any time caused by an act of God, fire, strikes, casualties, war, terrorist act, natural disaster, accidents, necessary maintenance work, breakdowns of or injuries to machinery, pumps or pipelines, civil or military authority, insurrections, riot, acts or declarations of government or regulatory agencies other than MANATEE, or any other cause beyond its reasonable control, shall not constitute a breach of this Agreement on the part of MANATEE, and MANATEE shall not be liable to SARASOTA or its customers for any damage resulting from such unavoidable disruption of service. MANATEE agrees to expeditiously correct any and all disruptions that may occur and to restore service within a minimum period of time.
15. **NOTICE OF RATE CHANGES:** MANATEE shall comply with the requirements of Chapter 63-1598, Laws of Florida, as amended, and Chapter 153, Florida Statutes, in providing notice of changes or amendments to MANATEE's rate resolutions.
16. **SWFWMD PERMITS:** It is understood and agreed that the supply of water, as stated in this agreement, is subject to the rules, regulations and permits of the Southwest Florida Water Management District (SWFWMD) and that MANATEE's ability to supply this potable water is so governed. MANATEE shall, in all respects necessary, work with SWFWMD to assure its ability to supply potable water and comply with water conservation and other SWFWMD rules and regulations. SARASOTA, by virtue of receiving water so governed, agrees to comply with any requirements imposed by SWFWMD through the associated water use permits.
17. **SEVERABILITY:** Should any term, provision, covenant or portion of this agreement be declared unlawful by a court of competent jurisdiction, only that portion becomes invalid and all other provisions shall remain in force and effect.
18. **NOTICES:** All notices and demands required under this agreement shall be in writing and shall be delivered by certified mail, return receipt requested, or by personal service. All notices to MANATEE shall be addressed to:

Director
Manatee County Utility Operations Department
P.O. Box 25010
Bradenton, FL 34206

All notices to SARASOTA shall be addressed to:

General Manager
Sarasota County Utilities
P.O. Box 2553
Sarasota, FL 34230

Either party may, by written notice to the other party as provided above, change the address for subsequent notice.

19. **WAIVER:** The failure of either party to insist at any time upon the strict performance of any covenant or agreement herein or to exercise any option, right, power or remedy contained in this Agreement shall not be construed as a waiver or as a relinquishment thereof for the future. No payment by SARASOTA or receipt of payment by MANATEE of a lesser amount than the amount that MANATEE then claims to be due shall be deemed to be other than on account of the earliest payment due, nor shall any endorsement or statement on any check or any letter accompanying any check for any payment due MANATEE be deemed an accord and satisfaction, and MANATEE may accept such check or payment without prejudice to MANATEE's right to recover the balance of any payment then due or to pursue any other remedy provided by law.
20. **ENTIRETY OF AGREEMENT:** This agreement sets forth all covenants, promises, agreements, and understandings between the parties concerning this agreement and there are no covenants, promises, agreements and understandings, either oral or written, between the parties regarding SARASOTA's potable water reserve capacity in the MANATEE water system except as herein set forth. No subsequent alterations, amendments, changes or additions to this agreement shall be binding on the parties unless reduced to writing and approved and executed by the Boards of County Commissioners of MANATEE and SARASOTA.
21. **OWNERSHIP INTERESTS:** Nothing within this agreement or any previous agreements shall be construed to convey any ownership interest in any portion of the assets of MANATEE's potable water system, including treatment and transmission facilities. Nor shall this agreement be construed as a contract between MANATEE and the potable water customers of SARASOTA.
22. **PRIOR AGREEMENTS RESCINDED:** Upon the effective date of this agreement, the previous agreements dated February 20, 1973 and February 5, 1991 and any amendments to these Agreements are hereby rescinded in their entirety and shall have no further force

or effect, and this agreement shall be the sole potable water supply agreement between the parties.


- 23. EFFECTIVE DATE: This agreement shall become effective on March 1, 2004.
- 24. TERM: This agreement will remain in effect until March 31, 2025, unless terminated earlier upon mutual consent of both parties.
- 25. NON-ASSIGNMENT: This agreement may not be assigned to any other party by either SARASOTA or MANATEE.

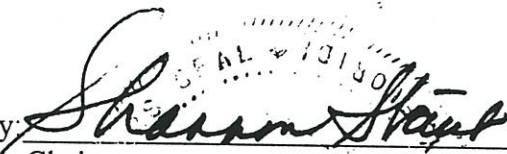
IN WITNESS WHEREOF, the parties hereto have executed this agreement in duplicate, by and through their duly authorized representatives, on the respective dates below.

ATTEST:

BOARD OF COUNTY
COMMISSIONERS
OF SARASOTA COUNTY, FLORIDA

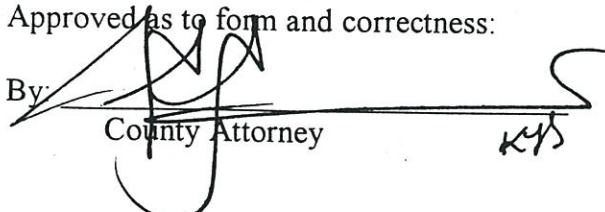
KAREN E. RUSHING, Clerk of the
Circuit Court and Ex-Officio Clerk of the
Board of County Commissioners of
Sarasota County, Florida

By: 
Deputy Clerk

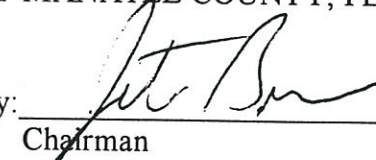
By: 
Chair



Approved as to form and correctness:

By: 
County Attorney *KYS*

BOARD OF COUNTY COMMISSIONERS
OF MANATEE COUNTY, FLORIDA

By: 
Chairman

ATTEST: R. B. Shore
Clerk of the Circuit Court

By: 
Deputy Clerk



TAB C
Strategic Plan



Peace River Manasota

Regional Water Supply Authority

Strategic Plan

[Revised 2017]

Strategic Plan for Peace River Manasota Regional Water Supply Authority

October 15, 2014
[Revised February 1, 2017]

Overview

The Peace River Manasota Regional Water Supply Authority is a regional water supply authority that provides wholesale drinking water to its member counties and the City of North Port supporting the region's economy and quality of life.

The Authority is an independent special district created and existing pursuant to Florida Statutes and interlocal agreement between Charlotte, DeSoto, Manatee and Sarasota Counties. The boundaries of the Authority consist of all of DeSoto, Manatee and Sarasota Counties and those parts of Charlotte County which are under the jurisdiction of the Southwest Florida Water Management District. The Board of Directors is vested with all the powers of the Authority.

Statutory Requirements

Pursuant to Section 373.713, Florida Statutes, the Authority shall design, construct, operate, and maintain facilities in locations and at the times necessary to ensure that an adequate water supply will be available to all citizens within the Authority. By statute, the Authority is to maximize the economic development of the water resources while supplying water in such a manner as will give priority to reducing adverse environmental effects.

Vision Statement

Through cooperation and collaboration the Authority and its members shall create, maintain and expand a sustainable, interconnected regional water supply system.

Mission

The mission of the Authority is to provide the region with a sufficient, high-quality, safe drinking water supply that is reliable, sustainable and protective of our natural resources now and into the future.

Core Values

I. Cooperation

Maintaining a strong spirit of cooperation and addressing regional water supply needs through the leadership of the Authority and its member governments.

Unlike other areas of the state where conflict over water supplies has been intense and protracted, the four-county region of DeSoto, Manatee, Sarasota, and Charlotte Counties has avoided "water wars" by maintaining a strong spirit of cooperation and addressing regional water supply needs through the regional partnership of the Peace River Manasota Regional Water Supply Authority and its members.

II. Collaboration

The Authority will seek to develop a significant, constructive role for all local governments in regional water supply planning and management.

The Authority has reached out to non-member local governments through the facilitation of the Water Alliance for communicating and collaborating with all water providers in the region. The Authority will continue to develop a

constructive role for non-member local governments in regional water-supply planning and management.

III. Regionalization

The long-term aim of the Authority is to forge a system that is environmentally sensitive and sustainable, highly interconnected, diversified and affordable.

The Authority will continue to expand the regional water-supply system to meet projected demand by undertaking projects that yield mutual benefits for its member counties and customers and maximization of economic development of the water resources within the region. The long-term aim is to forge a system that is environmentally sensitive and sustainable, highly interconnected, diversified, and affordable. In striving to achieve this vision, the Authority will develop benchmarks for monitoring performance and measuring progress.

IV. Diversification

The Authority will work with its members and water providers in the region to further diversify supplies, integrate additional water supplies into the Authority's regional system, and protect and enhance water-dependent natural resources.

The Authority will work with its member counties, customers, and other water providers in the region to further diversify the region's water supplies, increase water conservation and wastewater reuse, interconnect facilities across the four-county region, and integrate additional water supplies into the Authority's regional system to support protection or enhance water dependent natural resources.

V. Financial Stability

The Authority will maintain financial polices to assure its financial stability while providing affordable water rates that are fair and equitable.

The Authority seeks to maintain policies to retain the highest possible credit ratings that can be achieved without compromising the mission of the Authority or its Customers and meeting all contractual obligations. The Authority will keep its rates as reasonable as possible while balancing costs with environmental and source-water protection and infrastructure needs. The Authority will actively seek funding from outside sources for projects to reduce costs to the residents of the region.

VI. Water Advocacy

The Authority will be a leader for water advocacy through participation in legislative water policy and environmental stewardship for water source, water supply and resource protection.

The Authority will actively engage in legislative and regulatory proceedings to promote environmental stewardship through science based regulation and water resource development and coordinate with respective agencies including the Florida Department of Environmental Protection and Southwest Florida Water Management District and with other water users.

Website: www.regionalwater.org

9415 Town Center Parkway
Lakewood Ranch, FL 34202
(941) 316-1776

OBJECTIVES & INITIATIVES

1-Regionalization & Diversification

- Mike Coates, Team Lead

Approved: April 12, 2017

Goal: The long-term aim of the Authority is to forge a system that is environmentally sensitive and sustainable, highly interconnected, diversified & affordable.

Goal: The Authority will work with its members and water providers in the region to further diversify supplies, integrate additional water supplies into the Authority’s Regional System, and protect and enhance water-dependent natural resources.

REGIONALIZATION & DIVERSIFICATION

Objectives

Objective 1-1 Develop a regional operational protocol for interconnected facilities that supports economical and sustainable use of resources, and emergency operation.

Initiative 1. Formalize Emergency Operational protocols in 2017.

Initiative 2. Establish an operational protocol for interoperability of the interconnected regional water facilities to optimize flexibility and rotational supply in 2019.

Objective 1-2 Develop a “regional program plan” for capital funding of future regional pipelines and sources with SWFWMD, including sub-regional interconnections and Regional Participation in sub-regional projects of regional significance.

Initiative 1. Develop a comprehensive 5-Year CIP in 2017.

Initiative 2. Develop a comprehensive 20-year CIP in 2017.

Initiative 3. Coordinate regional program plan with SWFWMD in 2018.

Objective 1-3 Interconnect all major supply facilities to the Regional Transmission System

Initiative 1. Establish processes for when new water supply is developed, how new supply projects are selected, and provide range of options for regional participation in 2017.

Initiative 2. Interconnect all existing major supply facilities to the Regional Transmission System by 2026.

Initiative 3. Interconnect all new major supply facilities to the Regional System as they are developed.

2- Financial Stability

- Ann Lee, Team Lead

Approved: April 12, 2017

Goal: The long-term aim of the Authority is to forge a system that is environmentally sensitive and sustainable, highly interconnected, diversified & affordable.

FINANCIAL STABILITY	
Objectives	
Objective 2-1	Strengthen the Authority's bond credit rating to optimize interest rates on future debt refunding and new issuances.
	Initiative 1. Formulate strategy for future debt service coverage in 2018. Initiative 2. Review & optimize reserve funds targets in 2018.
Objective 2-2	Identify capital improvement funding needs, including, new connections to the regional system and regional pipelines for members and partners.
	Initiative 1. Prepare a 5 year capital improvement plan in 2017 Initiative 2. Prepare a 20 year capital improvement plan in 2017
Objective 2-3	Establish contractual and financial policies that facilitate new connections for both supply from and delivery to the Regional System from Members and partners.
	Initiative 1. Establish standard financial delivery & receiving terms/requirements for water conveyed through the Regional System in 2018. Initiative 2. Establish terms for regional system connection and capacity fees in 2018. Initiative 3. Evaluate 2-year budgeting to support rate stability in 2017.
Objective 2-4	Investigate new funding sources and mechanisms outside of SWFWMD and state grants including the State Revolving Loans, WIFIA et. al. (ongoing)
	Initiative 1. Participate in state and federal legislative opportunities to create and provide a continuous source for funding of water infrastructure (ongoing).
Objective 2-5	Review Authority financial policies to ensure they support agency financial goals and modify as needed.
	Initiative 1. Perform comprehensive review of Master Water Supply Contract to ensure it meets the current & future needs of Authority Customers (2018 through 2019). Initiative 2. Establish a CIP reserve fund for non-R&R, CIP Authority projects in 2018.

3- Cooperation & Collaboration

- Richard Anderson, Team Lead

Approved: April 12, 2017

Goal: Maintaining a strong spirit of cooperation and addressing regional water supply needs through the leadership of the Authority and its member governments.

Goal: The Authority will seek to develop a significant, constructive role for all local governments in regional water supply planning and management.

COOPERATION & COLLABORATION

Objectives

Objective 3-1 Establish a mechanism for both Current Customer and Partner input into the water supply planning process.

Initiative 1. Working with Local Governments, identify projects of a regional nature that can be implemented using existing infrastructure between Authority, Members/Customers and Partners in 2018.

Initiative 2. Develop region-wide 'Program Plan' to optimize water quality consistency of current and future sources of supply through the Regional System in 2017.

Objective 3-2 Update Regional Water Supply Master Plan every 5-years or at greater frequency if conditions warrant (next scheduled update 2020).

Initiative 1. Complete an inventory of all existing reclaimed and storm water systems that have potential as future raw water sources in the region for inclusion in the next Regional Water Supply Plan Update in 2019.

Initiative 2. Develop a 'One Water' initiative in conjunction with Regional Water Supply Plan Update in 2019.

Initiative 3. Coordinate process for developing water demand projections on a regional basis with Customers, Partners and SWFWMD in 2019.

Objective 3-3 Enhance Short term and long-term relationships with all water suppliers in the Authority service area.

Initiative 1. Identify and seek to improve existing infrastructure that could be used cooperatively among Authority Customers and Partners to increase available water for delivery and exchange and maintain connections in readiness to serve status in 2018.

4- Water Advocacy

- Pat Lehman, Team Lead

Approved: April 12, 2017

Goal: The Authority will be a leader for water advocacy through participation in legislative water policy and environmental stewardship for water source, water supply and resource protection.

WATER ADVOCACY	
Objectives	
Objective 4-1	Maintain an ongoing collaborative relationship with Customer government governing bodies and staff.
Initiative 1.	Coordinate a list of water infrastructure needs to support legislative funding in 2017.
Initiative 2.	Develop mechanisms for regional involvement/support on sub-regional projects of regional significance in 2019.
Objective 4-2	Provide a forum for partnership building with local governments, community organizations, business organizations and the public on water issues within the region.
Initiative 1.	Identify key contacts and develop communications strategies in 2017.
Initiative 2.	Promote the value of water to the public and business community to build understanding and support (ongoing).
Initiative 3.	Host outreach initiatives including annual BBQ at Peace River Facility and water forum to engage local and state officials in water issues (ongoing).
Objective 4-3	Conduct routine annual surveys of Customers and Partners leadership to determine effectiveness of the Authority's communications and outreach programs.
Initiative 1.	Develop survey to communicate to Customers and Partners in 2017.

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
October 2, 2019

GENERAL COUNSEL'S REPORT

Presenter -

Douglas Manson, General Counsel

Recommended Action -

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

***PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
October 2, 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.

DELEGATION MEETINGS - 2019

Charlotte County	<p>October 8, 2019 8:00 AM to 11: AM Punta Gorda Isles Civic Association 2001 Shreve Street Punta Gorda, FL 33950</p> <p>Contact: cynthia.beckett@myhouse.gov</p>
DeSoto County	<p>September 23, 2019 1:30 PM to 2:30 PM DeSoto County Commission Board Room 201 East Oak Street Arcadia, FL 34266</p> <p>Contact: anne.bell@myfloridahouse.gov</p>
Manatee County	<p>October 2, 2019 9:00 AM Manatee County Commission Chambers 112 Manatee Avenue West Bradenton, FL</p> <p>Contact: meagan.hebel@myfloridahouse.gov</p>
Sarasota County	<p>September 9, 2019 9:00 AM to 12:00 PM Sarasota County Commission Chambers 1660 Ringling Blvd Sarasota, FL 34236</p> <p>Contact: kerr.geedee@flsenate.gov</p>

***PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
October 2, 2019***

**ROUTINE STATUS REPORTS
ITEM 1**

Hydrologic Conditions Report

MEMORANDUM

Project: Hydrologic Conditions Report

Date: October 2, 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 September 2019 (through September 15th), and the preceding 12-month period.

Rainfall Conditions & Projections

Rainfall in the Peace River Basin for the past 12-months is near-normal. This data covers the 12-months through September 15, 2019 (see Table 1). Rainfall for the month of September 2019 totaled 1.55 inches (through September 15) while the historical average rainfall for the full month of September is 7.3 inches.

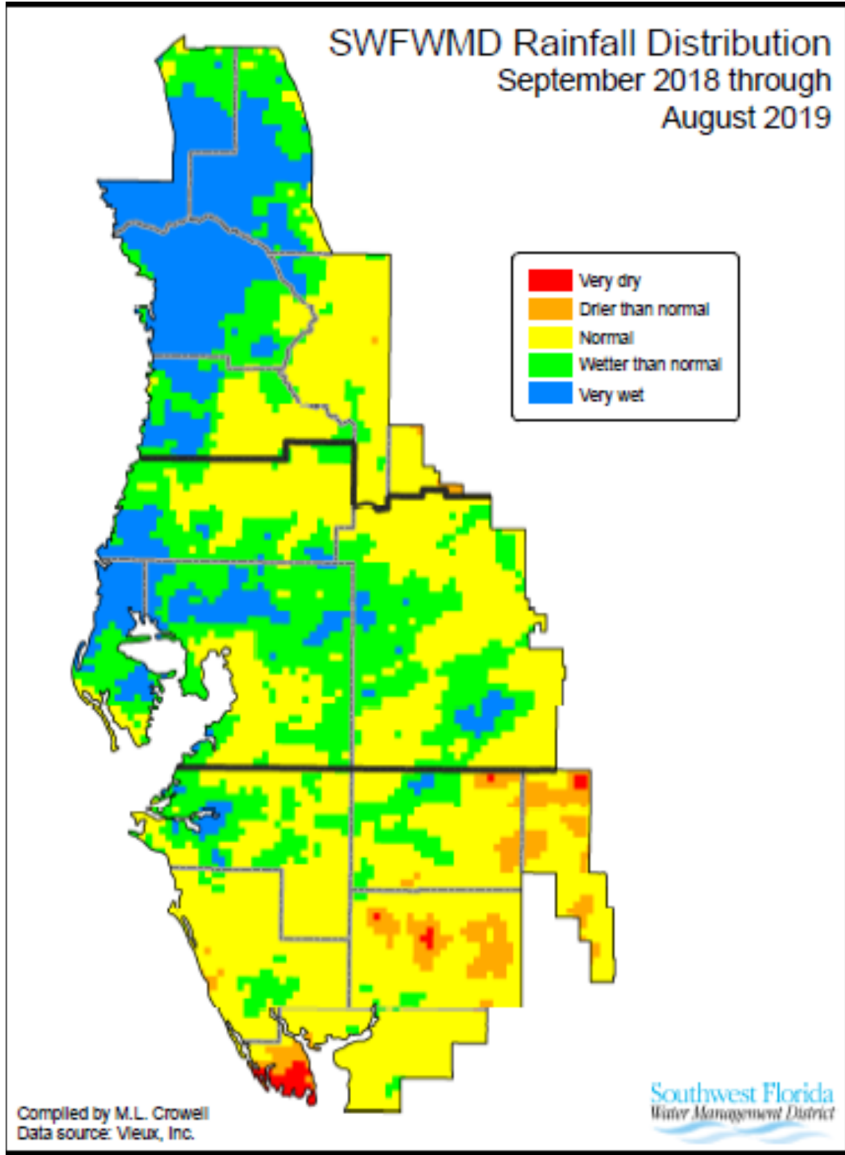
Region-wide rainfall conditions reported by SWFWMD for the 12-month period ending August 2019 are shown in Figure 1 (this is most up-to-date map available). Conditions shown for the Authority's 4-county service area on Figure 1 generally indicate near-normal conditions in the region.

Projections for the next three months (October – December) from NOAA are for above-normal temperatures and above-normal rainfall for southwest Florida. The NOAA extended forecast is for ENSO neutral (neither El Nino or La Nina) conditions persisting into spring 2020.

Table 1 (Peace River Basin Rainfall - Inches)

Item	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Total
Long-Term Avg.	3.19	1.73	1.87	2.14	2.56	2.96	2.56	3.89	8.31	8.01	7.61	7.31	52.1
Actual Past 12 Months	1.10	2.97	5.40	3.40	2.10	1.80	2.10	3.35	9.24	9.80	9.41	1.55	52.2
Difference	-2.09	1.24	3.53	1.26	-0.46	-1.16	-0.46	-0.54	0.93	1.79	1.80	-5.76	0.1

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:

Summer 2019 flow in the “Peace River at Fort Meade” (upper part of the watershed) was significantly above normal for July and August and returned to near historical normal rates in September (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) shows the same pattern for July and August with return to near-normal conditions in September (see Figure 4).

Figure 2 (Peace River Basin showing selected gage locations and Location of PRF)

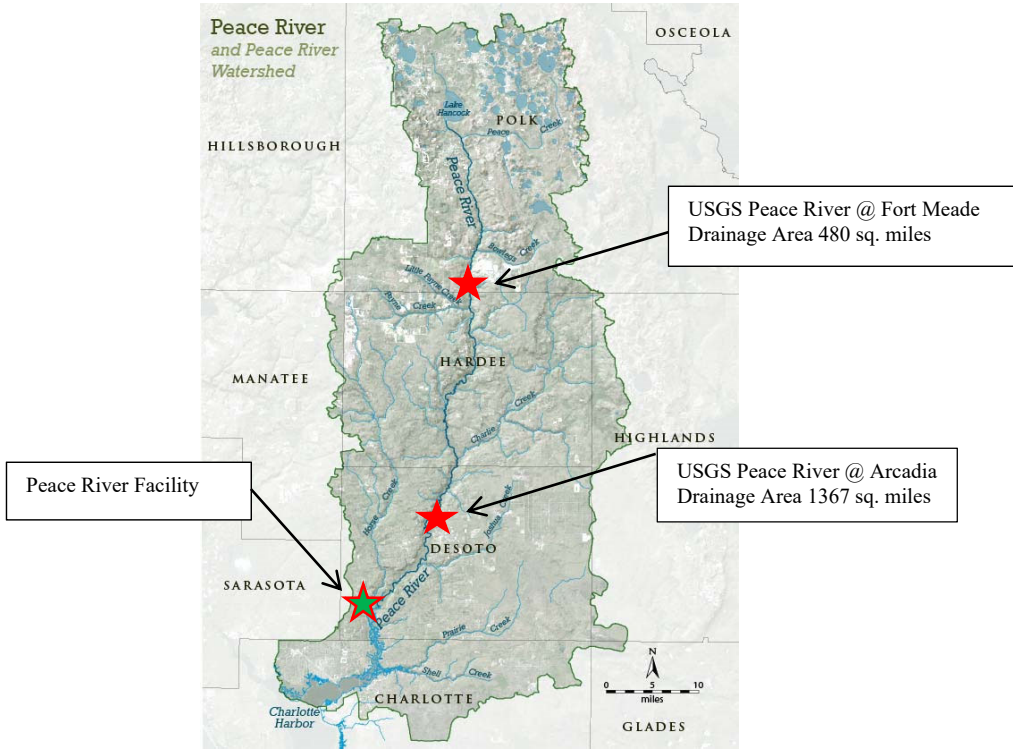


Figure 3 (Peace River Flow @ Fort Meade)

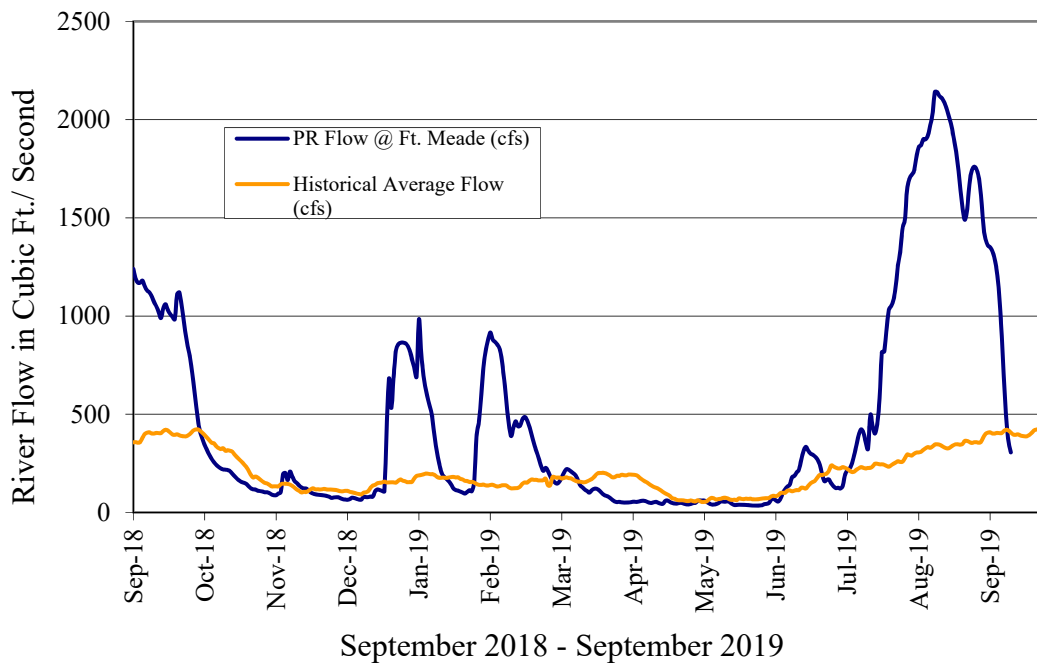
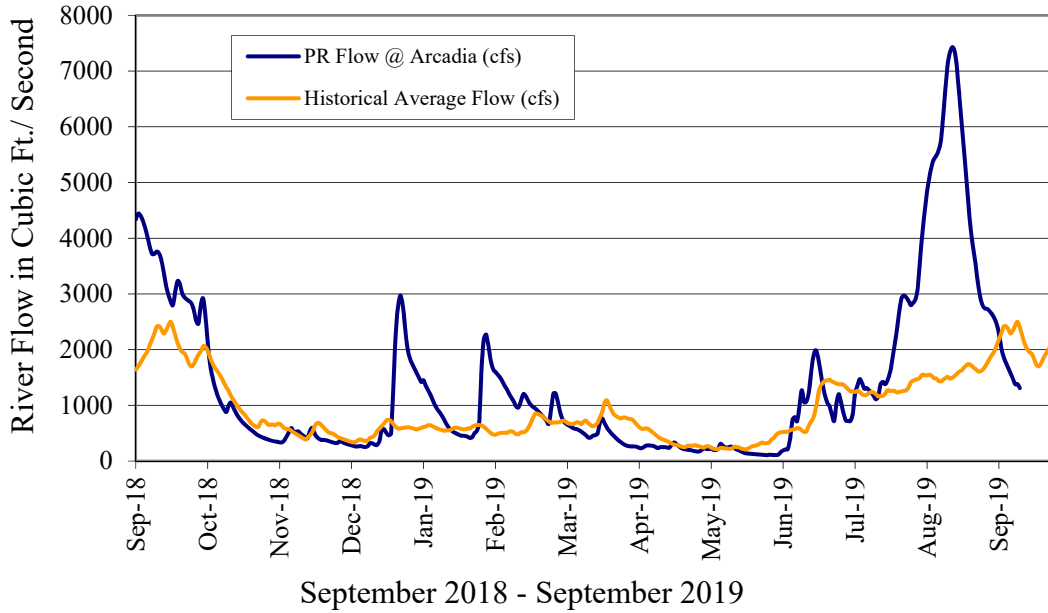


Figure 4 (Peace River Flow @ Arcadia)



River Withdrawals, Finished Water Production & Demand

Water withdrawals from the Peace River in Summer 2019 reflects suspended withdrawals in early summer due to dredging operations at the river intake, followed by a return to typical wet season withdrawals in July, August and September.

Figure 5 (Withdrawals from Peace River)

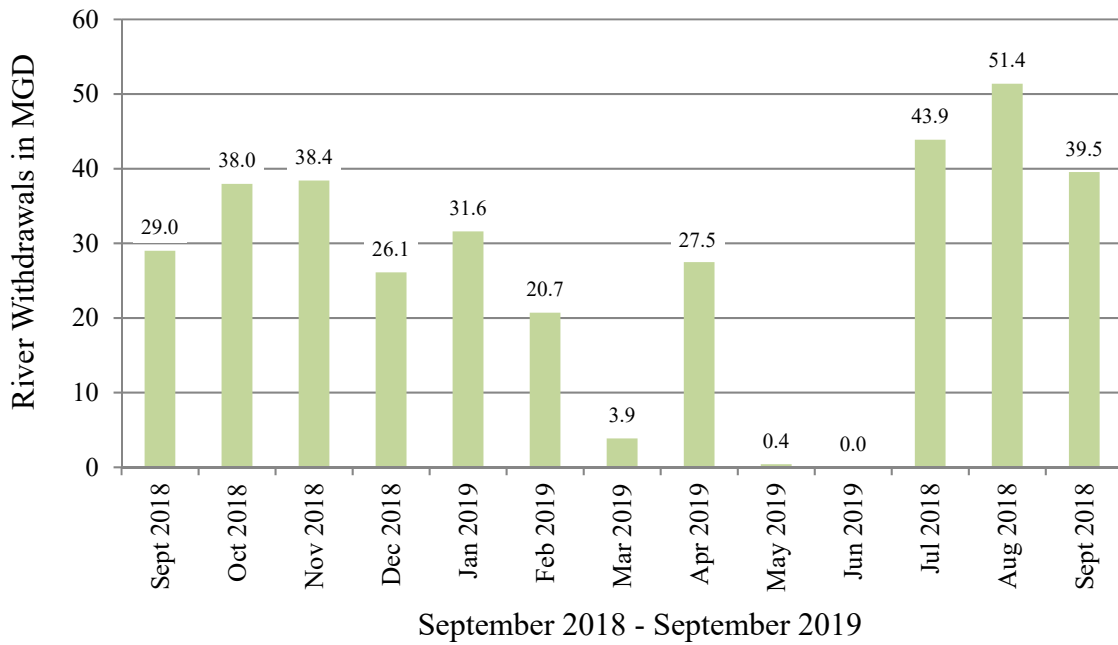
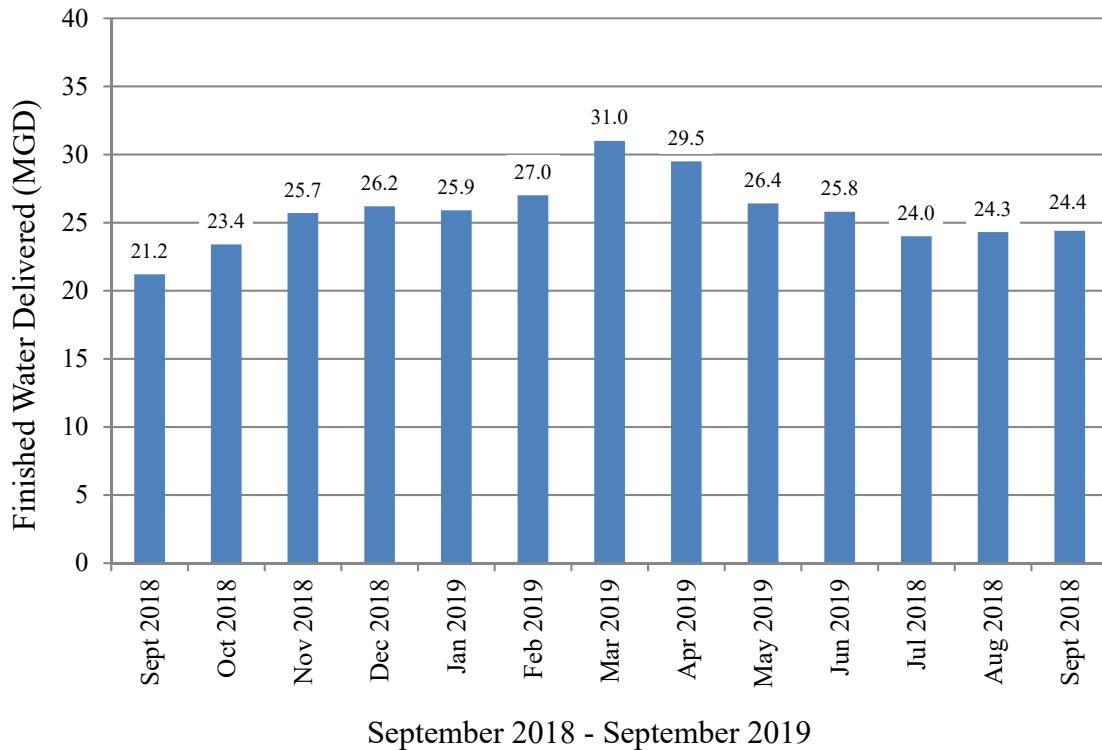


Figure 6 shows monthly finished water deliveries to Customers for the 12-month period ending September 15, 2019. Finished water delivery to Customers during September 2019 averaged about 26 MGD. This is about 15% higher than deliveries in September 2018. Seasonal exchange through the Phase 1A Regional Interconnect with the City of Punta Gorda is ongoing – with City deliveries to the Region. The seasonal exchange of water through this pipeline helps maintain these facilities in a “ready-to-serve” condition at all times.

Figure 6 (Peace River Facility Deliveries to Customers)



Stored Supplies at the PRF

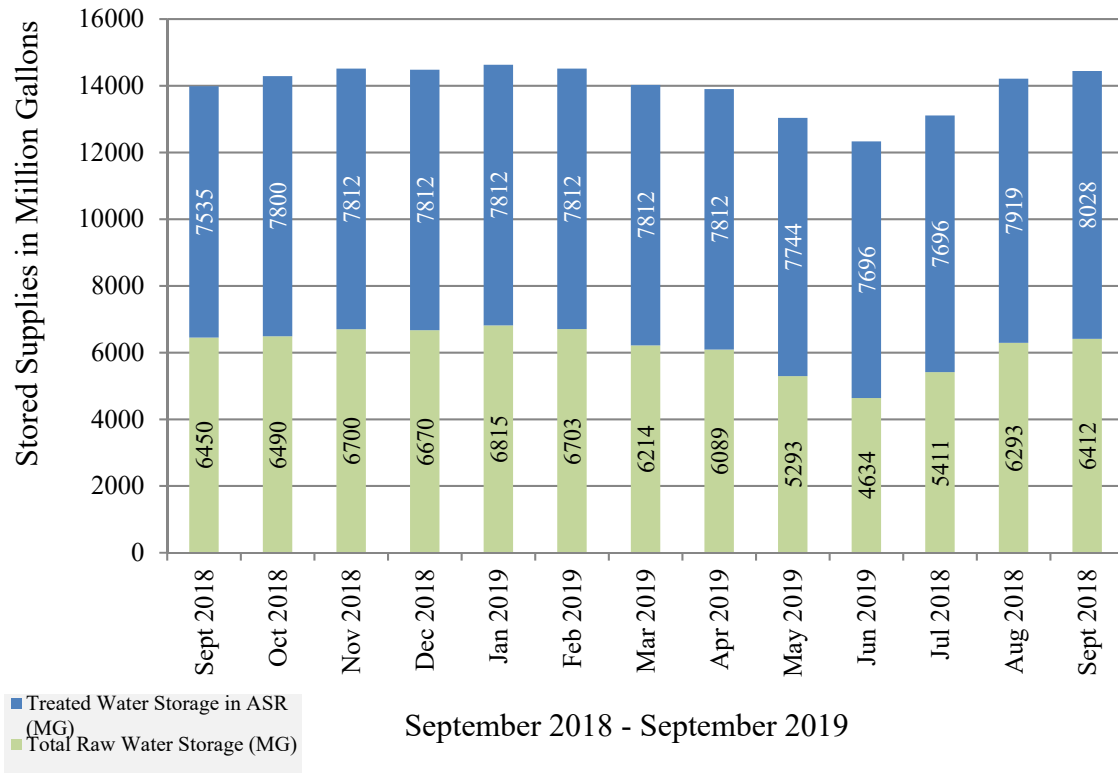
The Authority maintains two large capacity off-stream storage systems at the PRF. The primary storage is raw river water stored in Reservoir No. 1 and No. 2. When flow in the River is high enough, a small percentage of that flow is harvested at the Authority’s pumping facility on the Peace River and 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 September is 6.5 BG. **Raw water stored as of September 15, 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 being recharged with fully treated drinking water produced by the water treatment facility. 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 September 15, 2019 totaled approximately 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 September 15, 2019 was about 14.4 BG.** This is about 450 MG more than total storage in late September 2018.

Figure 8 (Stored Water Supplies)



***PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
October 2, 2019***

**ROUTINE STATUS REPORTS
ITEM 2**

Check Registers for July and August 2019

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
CHECK REGISTER: JULY & AUGUST 2019**

PUBLIC FUNDS INTEREST CHECKING (PNC)

Date	Document Number	Payee Name / Description	Amount
07/03/2019		QuickBooks Payroll Service	\$ 85,553.26
07/05/2019	38141	ALL FLORIDA WATER-TAMPA	\$ 115.00
07/05/2019	38142	ANIXTER INC.	\$ 3,446.52
07/05/2019	38143	AWWA	\$ 238.00
07/05/2019	38144	BATTERIES PLUS BULBS #451	\$ 369.50
07/05/2019	38145	CENTURYLINK	\$ 1,953.15
07/05/2019	38146	CHARLOTTE COUNTY BCC - LANDFILL	\$ 4,198.50
07/05/2019	38147	D. M. CONSTRUCTION CORP.	\$ 10,598.90
07/05/2019	38148	DEX IMAGING	\$ 2,339.63
07/05/2019	38149	DMS-FINANCIAL MGMT SERVICES	\$ 351.00
07/05/2019	38150	Fisher Scientific	\$ 1,634.01
07/05/2019	38151	FLORIDA POWER & LIGHT COMPANY	\$ 117,502.01
07/05/2019	38152	GRAY MATTER SYSTEMS INC.	\$ 3,878.64
07/05/2019	38153	HOME DEPOT	\$ 428.83
07/05/2019	38154	JET AUTO SERVICE	\$ 290.00
07/05/2019	38155	Manatee County Utilities Department	\$ 323.30
07/05/2019	38156	NELAC INSTITUTE	\$ 115.00
07/05/2019	38157	PRESTI & NAEGELE	\$ 2,125.60
07/05/2019	38158	SARASOTA HERALD TRIBUNE	\$ 99.00
07/05/2019	38159	SMITH RANCH & GARDEN, INC.	\$ 661.50
07/05/2019	38160	SUPER T	\$ 2,461.10
07/05/2019	38161	THATCHER CHEMICAL OF FLORIDA	\$ 28,900.00
07/05/2019	38162	THE SUN	\$ 62.92
07/05/2019	38163	UPS SUPPLY CHAIN SOLUTIONS, INC.	\$ 115.10
07/05/2019	38164	WOMACK SANITATION INC.	\$ 1,259.00
07/05/2019	38165	Wyman Plumbing	\$ 192.00
07/05/2019	ACH1655	AA ELECTRIC SE INC.	\$ 2,310.62
07/05/2019	ACH1656	ADECCO EMPLOYMENT SERVICES	\$ 778.40
07/05/2019	ACH1657	Air Mechanical & Service Corp.	\$ 8,099.37
07/05/2019	ACH1658	AIRGAS USA, LLC	\$ 266.21
07/05/2019	ACH1659	ALLIED UNIVERSAL CORP.	\$ 20,455.07
07/05/2019	ACH1660	BANKS ENGINEERING	\$ 3,400.00
07/05/2019	ACH1661	Bearings and Drives, Technologies Inc	\$ 2,641.93
07/05/2019	ACH1662	BENCHMARK ENVIROANALYTICAL INC	\$ 13,159.12
07/05/2019	ACH1663	Brenntag Mid-South Inc	\$ 50,885.28
07/05/2019	ACH1664	Briggs Equipment Inc.	\$ 664.59
07/05/2019	ACH1665	C & S CHEMICALS INC.	\$ 27,570.28
07/05/2019	ACH1666	DMK ASSOCIATES	\$ 12,465.00
07/05/2019	ACH1667	E.F. GAINES SURVEYING SERVICES, INC	\$ 4,600.00
07/05/2019	ACH1668	Earle Chaffee (V)	\$ 116.00
07/05/2019	ACH1669	EARTH BALANCE	\$ 27,997.95
07/05/2019	ACH1670	Entech	\$ 4,436.50
07/05/2019	ACH1671	Hach Company	\$ 1,984.01
07/05/2019	ACH1672	HDR ENGINEERING INC.	\$ 19,785.20
07/05/2019	ACH1673	J. H. HAM ENGINEERING INC.	\$ 47,061.35
07/05/2019	ACH1674	Jacobi Carbons Inc	\$ 123,504.00
07/05/2019	ACH1675	KEETON'S OFFICE & ART SUPPLY	\$ 2,232.29
07/05/2019	ACH1676	KING ENGINEERING ASSOCIATES INC	\$ 2,475.00
07/05/2019	ACH1677	MARINE CONTRACTING GROUP INC.	\$ 107,828.22
07/05/2019	ACH1678	NATIONAL BUSINESS FURNITURE, LLC	\$ 3,590.00
07/05/2019	ACH1679	PATRICK J LEHMAN	\$ 630.50
07/05/2019	ACH1680	PMC ENGINEERING LLC	\$ 4,865.27
07/05/2019	ACH1681	PROGRESSIVE WATER RESOURCES, LLC	\$ 10,290.00
07/05/2019	ACH1682	SARASOTA CHAMBER OF COMMERCE	\$ 382.00
07/05/2019	ACH1683	SENSIDYNE, LP	\$ 570.69
07/05/2019	ACH1684	SUNSHINE ACE HARDWARE	\$ 10.98
07/05/2019	ACH1685	SUNSHINE STATE ONE CALL OF FL, INC.	\$ 49.01
07/05/2019	ACH1686	THE LAKE DOCTORS, INC.	\$ 2,500.00
07/05/2019	ACH1687	TIM PITTMAN	\$ 107.00
07/05/2019	ACH1688	UPS	\$ 176.03

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
CHECK REGISTER: JULY & AUGUST 2019**

PUBLIC FUNDS INTEREST CHECKING (PNC)

Date	Document Number	Payee Name / Description	Amount
07/05/2019	ACH1689	VANASSE HANGEN BRUSTLIN, INC	\$ 6,546.94
07/05/2019	ADBT070519	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 1,068.56
07/05/2019	DBT070519	United States Treasury	\$ 29,641.02
07/05/2019	dbt070519	Vaic	\$ 8,425.80
07/18/2019		QuickBooks Payroll Service	\$ 86,270.58
07/19/2019	38166	ALL FLORIDA WATER-TAMPA	\$ 211.58
07/19/2019	38167	AMAZON	\$ 936.29
07/19/2019	38168	AWWA	\$ 238.00
07/19/2019	38169	Braden River Utilities, LLC	\$ 24.69
07/19/2019	38170	CED - Port Charlotte	\$ 23,811.38
07/19/2019	38171	CH2M HILL ENGINEERS INC.	\$ 7,530.00
07/19/2019	38172	CHARLOTTE COUNTY BD OF COMMISSIONER	\$ 91,146.02
07/19/2019	38173	CHENANGO SUPPLY CO., INC.	\$ 259.33
07/19/2019	38174	CINTAS	\$ 430.10
07/19/2019	38175	COLE-PARMER INSTRUMENT CO.	\$ 263.68
07/19/2019	38176	FENDER'S TIRE & BATTERY INC.	\$ 1,888.60
07/19/2019	38177	Fisher Scientific	\$ 757.63
07/19/2019	38178	GARNEY COMPANIES INC.	\$ 198,417.00
07/19/2019	38179	GRAY MATTER SYSTEMS INC.	\$ 2,750.32
07/19/2019	38180	HAZEN AND SAWYER	\$ 8,283.20
07/19/2019	38181	Locher Environmental LLC	\$ 2,268.40
07/19/2019	38182	LWR Town Center Association Inc	\$ 2,244.15
07/19/2019	38183	MSC INDUSTRIAL SUPPLY CO.	\$ 498.00
07/19/2019	38184	NaturZone Pest Control	\$ 76.00
07/19/2019	38185	REXEL	\$ 1,334.04
07/19/2019	38186	RING POWER CORPORATION	\$ 4,815.00
07/19/2019	38187	SARASOTA COUNTY ENVIRONMENTAL UTILITIES	\$ 21,097.90
07/19/2019	38188	SHIPPING POST	\$ 26.66
07/19/2019	38189	SMITH RANCH & GARDEN, INC.	\$ 160.85
07/19/2019	38190	SOLINST CANADA LTD	\$ 686.33
07/19/2019	38191	SPECIALTY PARTS	\$ 317.92
07/19/2019	38192	TRACTOR SUPPLY COMPANY CREDIT PLAN	\$ 165.16
07/19/2019	38193	U. S. BANK EQUIPMENT FINANCE	\$ 1,052.67
07/19/2019	38194	UNITED STATES GEOLOGICAL SURVEY	\$ 7,557.50
07/19/2019	38195	VERIZON WIRELESS	\$ 14.73
07/19/2019	ACH1690	ADECCO EMPLOYMENT SERVICES	\$ 1,011.92
07/19/2019	ACH1691	AIR CENTERS-FLORIDA	\$ 1,542.79
07/19/2019	ACH1692	AIRGAS SPECIALTY PRODUCTS	\$ 3,137.01
07/19/2019	ACH1693	ALLIED UNIVERSAL CORP.	\$ 7,357.46
07/19/2019	ACH1694	ATKINS NORTH AMERICA, INC.	\$ 3,819.05
07/19/2019	ACH1696	BENCHMARK ENVIROANALYTICAL INC	\$ 2,374.31
07/19/2019	ACH1697	BLUSITE SOLUTIONS OF SOUTHWEST FLORIDA	\$ 217.50
07/19/2019	ACH1698	Brenntag Mid-South Inc	\$ 22,037.10
07/19/2019	ACH1699	C & S CHEMICALS INC.	\$ 77,971.82
07/19/2019	ACH1700	CHARLOTTE COUNTY UTILITIES	\$ 164,694.84
07/19/2019	ACH1701	Cimtec Automation, LLC	\$ 1,624.59
07/19/2019	ACH1702	CINTAS FIRE 636525	\$ 450.00
07/19/2019	ACH1703	CORONADO LAWN SERVICE OF FL	\$ 11,365.00
07/19/2019	ACH1704	Cummins Power South	\$ 2,381.21
07/19/2019	ACH1705	Daniel J Roberts (V)	\$ 16.00
07/19/2019	ACH1706	DESOTO COUNTY (V)	\$ 66,333.33
07/19/2019	ACH1707	DIANE R. SALZ	\$ 4,050.00
07/19/2019	ACH1708	EARTH BALANCE	\$ 6,416.25
07/19/2019	ACH1709	FORD RITZ	\$ 310.28
07/19/2019	ACH1710	FRONTIER COMMUNICATIONS	\$ 220.98
07/19/2019	ACH1711	Hach Company	\$ 4,568.68
07/19/2019	ACH1712	HALFACRE CONSTRUCTION COMPANY	\$ 24,123.69
07/19/2019	ACH1713	HDR ENGINEERING INC.	\$ 8,606.62
07/19/2019	ACH1714	Jacobi Carbons Inc	\$ 30,745.80
07/19/2019	ACH1716	JANICKI ENVIRONMENTAL, INC.	\$ 10,160.00
07/19/2019	ACH1717	MANSON BOLVES DONALDSON VARN, P.A.	\$ 17,160.00
07/19/2019	ACH1718	MARINE CONTRACTING GROUP INC.	\$ 127,511.56
07/19/2019	ACH1719	Rob Wilson	\$ 21.39
07/19/2019	ACH1720	SHALINA ODEGARD	\$ 407.72
07/19/2019	ACH1721	Sumner Land Management LLC	\$ 7,843.00

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
CHECK REGISTER: JULY & AUGUST 2019**

PUBLIC FUNDS INTEREST CHECKING (PNC)

Date	Document Number	Payee Name / Description	Amount
07/19/2019	ACH1722	SUNSHINE ACE HARDWARE	\$ 408.27
07/19/2019	ACH1723	TRINOVA INC.	\$ 2,551.41
07/19/2019	ACH1724	TRULY NOLEN BRANCH 079	\$ 258.00
07/19/2019	ACH1725	UPS	\$ 260.74
07/19/2019	ACH1726	USA Bluebook	\$ 597.91
07/19/2019	ACH1727	VOYAGER FLEET SYSTEMS, INC.	\$ 2,672.00
07/19/2019	38196	BATTERIES PLUS BULBS #451	\$ 1,607.73
07/19/2019	38197	JAN-PRO OF MANASOTA	\$ 249.00
07/19/2019	ADBT071919	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 743.27
07/19/2019	DBT071919	United States Treasury	\$ 29,495.28
07/19/2019	dbt071919	Valic	\$ 8,474.67
07/24/2019	AUTDB072319	PNC Bank	\$ 5,846.02
07/31/2019	DBT073119	FLORIDA DIVISION OF RETIREMENT	\$ 31,837.87
08/01/2019		QuickBooks Payroll Service	\$ 84,738.24
08/02/2019	38198	ASSOC. OF STATE DAM SAFETY OFFICIAL	\$ 2,970.00
08/02/2019	38199	CENTURYLINK	\$ 1,977.74
08/02/2019	38200	CHARLOTTE COUNTY BCC - LANDFILL	\$ 3,661.65
08/02/2019	38201	CHENANGO SUPPLY CO., INC.	\$ 39.90
08/02/2019	38202	COLE-PARMER INSTRUMENT CO.	\$ 28.93
08/02/2019	38203	D. M. CONSTRUCTION CORP.	\$ 9,243.50
08/02/2019	38204	DESOTO AUTOMOTIVE ENTERPRISES INC	\$ 593.08
08/02/2019	38205	DMS-FINANCIAL MGMT SERVICES	\$ 342.50
08/02/2019	38206	EUROFINS EATON ANALYTICAL, LLC	\$ 2,526.00
08/02/2019	38207	Fisher Scientific	\$ 1,641.38
08/02/2019	38208	FLORIDA DEPT OF ENVIRONMENTAL PROT	\$ 6,000.00
08/02/2019	38209	FLORIDA POWER & LIGHT COMPANY	\$ 102,777.44
08/02/2019	38210	Flotech, INC	\$ 3,217.67
08/02/2019	38211	GRAYBAR	\$ 1,792.83
08/02/2019	38212	HERALD TRIBUNE	\$ 99.00
08/02/2019	38213	HOME DEPOT	\$ 274.99
08/02/2019	38214	Integrated Fire & Security Solutions, Inc	\$ 320.00
08/02/2019	38215	KED GROUP INC.	\$ 5,382.00
08/02/2019	38216	MAIN GATE ENTERPRISES INC.	\$ 600.00
08/02/2019	38217	MSC INDUSTRIAL SUPPLY CO.	\$ 1,631.92
08/02/2019	38218	REXEL	\$ 4,807.14
08/02/2019	38219	SAM'S CLUB	\$ 146.84
08/02/2019	38220	SOUTHWEST MOBILE MECHANIC	\$ 1,227.47
08/02/2019	38221	SUNBELT RENTALS	\$ 175.00
08/02/2019	38222	THE SUN	\$ 61.49
08/02/2019	38223	Veritiv Corporation	\$ 391.43
08/02/2019	38224	WEST COAST MOWING	\$ 4,785.50
08/02/2019	38225	WM F. McDonough Plumbing Inc	\$ 244.00
08/02/2019	38226	WOMACK SANITATION INC.	\$ 298.00
08/02/2019	ACH1728	AA ELECTRIC SE INC.	\$ 1,126.57
08/02/2019	ACH1729	ADECCO EMPLOYMENT SERVICES	\$ 1,089.76
08/02/2019	ACH1730	ADVANTAGE CARE INC.	\$ 40.00
08/02/2019	ACH1731	AECOM TECHNICAL SERVICES, INC.	\$ 26,140.00
08/02/2019	ACH1732	AIR CENTERS-FLORIDA	\$ 400.00
08/02/2019	ACH1733	Air Mechanical & Service Corp.	\$ 312.00
08/02/2019	ACH1734	AIRGAS SPECIALTY PRODUCTS	\$ 3,194.48
08/02/2019	ACH1735	AIRGAS USA, LLC	\$ 58.63
08/02/2019	ACH1736	ALFA LAVAL INC.	\$ 5,225.87
08/02/2019	ACH1737	ALLIED UNIVERSAL CORP.	\$ 6,859.75
08/02/2019	ACH1738	ATIS Elevator Inspections, LLC	\$ 75.00
08/02/2019	ACH1739	BENCHMARK ENVIROANALYTICAL INC	\$ 6,561.96
08/02/2019	ACH1740	Brenntag Mid-South Inc	\$ 51,456.83
08/02/2019	ACH1741	C & S CHEMICALS INC.	\$ 50,131.58
08/02/2019	ACH1742	CINTAS FIRE 636525	\$ 372.00
08/02/2019	ACH1743	CORONADO LAWN SERVICE OF FL	\$ 575.00
08/02/2019	ACH1744	DMK ASSOCIATES	\$ 3,175.00
08/02/2019	ACH1745	DONALD MORTON	\$ 125.00
08/02/2019	ACH1746	EARTH BALANCE	\$ 4,839.28
08/02/2019	ACH1747	Entech	\$ 4,436.50
08/02/2019	ACH1748	ENVIRONMENTAL EXPRESS INC.	\$ 139.39
08/02/2019	ACH1749	Hach Company	\$ 5,945.45
08/02/2019	ACH1750	HAWKINS, INC.	\$ 262.00

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
CHECK REGISTER: JULY & AUGUST 2019**

PUBLIC FUNDS INTEREST CHECKING (PNC)

Date	Document Number	Payee Name / Description	Amount
08/02/2019	ACH1751	HDR ENGINEERING INC.	\$ 36,318.64
08/02/2019	ACH1752	HVMI, LLC	\$ 10,261.30
08/02/2019	ACH1753	IDEXX DISTRIBUTION INC	\$ 422.08
08/02/2019	ACH1754	Instrument Specialties INC	\$ 2,294.84
08/02/2019	ACH1755	J. H. HAM ENGINEERING INC.	\$ 14,149.90
08/02/2019	ACH1756	Jacobi Carbons Inc	\$ 93,297.60
08/02/2019	ACH1757	JAN-PRO CLEANING SYSTEMS OF SW FLORIDA	\$ 495.00
08/02/2019	ACH1758	JOHNSON ENGINEERING, INC.	\$ 5,016.25
08/02/2019	ACH1759	Jonathan Canfield (v)	\$ 200.00
08/02/2019	ACH1760	KEETON'S OFFICE & ART SUPPLY	\$ 632.46
08/02/2019	ACH1761	M&M CONTRACTORS INC.	\$ 9,795.20
08/02/2019	ACH1762	Markay Consulting Group LLC	\$ 1,250.00
08/02/2019	ACH1763	Natural Resources LLC	\$ 118,612.91
08/02/2019	ACH1764	PMC ENGINEERING LLC	\$ 3,103.48
08/02/2019	ACH1765	PRO-CHEM INC.	\$ 1,135.34
08/02/2019	ACH1766	PROGRESSIVE WATER RESOURCES, LLC	\$ 3,723.00
08/02/2019	ACH1767	R.S. Means Company LLC	\$ 913.97
08/02/2019	ACH1768	Richard Florit (V)	\$ 100.00
08/02/2019	ACH1769	SIMS CRANE & EQUIPMENT	\$ 1,476.60
08/02/2019	ACH1770	STANTEC CONSULTING SERVICES	\$ 10,580.80
08/02/2019	ACH1771	SUNSHINE ACE HARDWARE	\$ 130.00
08/02/2019	ACH1772	SUNSHINE STATE ONE CALL OF FL, INC.	\$ 50.27
08/02/2019	ACH1773	Terri Holcomb (V)	\$ 593.58
08/02/2019	ACH1774	UPS	\$ 44.10
08/02/2019	ADBT080219	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 743.27
08/02/2019	DBT080219	United States Treasury	\$ 28,733.96
08/02/2019	dbt080219	Vaic	\$ 8,429.36
08/15/2019		QuickBooks Payroll Service	\$ 85,265.71
08/16/2019	ACH1775	ADECCO EMPLOYMENT SERVICES	\$ 661.64
08/16/2019	ACH1776	Air Mechanical & Service Corp.	\$ 156.00
08/16/2019	ACH1777	ALLIED ELECTRONICS, INC.	\$ 3,431.10
08/16/2019	ACH1778	ALLIED UNIVERSAL CORP.	\$ 22,062.89
08/16/2019	ACH1779	Barney's Pumps, Inc.	\$ 3,023.44
08/16/2019	ACH1780	BENCHMARK ENVIROANALYTICAL INC	\$ 1,074.00
08/16/2019	ACH1781	BLUSITE SOLUTIONS OF SOUTHWEST FLORIDA	\$ 217.50
08/16/2019	ACH1782	Brenntag Mid-South Inc	\$ 29,385.17
08/16/2019	ACH1783	C & S CHEMICALS INC.	\$ 55,418.86
08/16/2019	ACH1784	CHARLOTTE COUNTY UTILITIES	\$ 164,694.84
08/16/2019	ACH1785	CORONADO LAWN SERVICE OF FL	\$ 7,742.50
08/16/2019	ACH1786	DESOTO COUNTY (V)	\$ 66,333.33
08/16/2019	ACH1787	DIANE R. SALZ	\$ 4,050.00
08/16/2019	ACH1788	DONALD MORTON	\$ 150.00
08/16/2019	ACH1789	FEL-FT.MYERS WATERWORKS #127	\$ 241.90
08/16/2019	ACH1790	FLUID CONTROL SPECIALTIES, INC.	\$ 2,450.00
08/16/2019	ACH1791	FRONTIER COMMUNICATIONS	\$ 220.98
08/16/2019	ACH1792	Hach Company	\$ 852.68
08/16/2019	ACH1793	Hudson Pump	\$ 1,273.51
08/16/2019	ACH1794	Jacobi Carbons Inc	\$ 124,285.20
08/16/2019	ACH1795	JANICKI ENVIRONMENTAL, INC.	\$ 9,810.00
08/16/2019	ACH1796	KEETON'S OFFICE & ART SUPPLY	\$ 198.47
08/16/2019	ACH1797	LLumin, INC	\$ 2,250.00
08/16/2019	ACH1798	MANSON BOLVES DONALDSON VARN, P.A.	\$ 21,330.00
08/16/2019	ACH1799	Natural Resources LLC	\$ 980.00
08/16/2019	ACH1800	PRO-CHEM INC.	\$ 161.80
08/16/2019	ACH1801	PROGRESSIVE WATER RESOURCES, LLC	\$ 2,359.00
08/16/2019	ACH1802	SUNSHINE ACE HARDWARE	\$ 260.55
08/16/2019	ACH1803	UPS	\$ 92.15
08/16/2019	ACH1804	VANASSE HANGEN BRUSTLIN, INC	\$ 4,544.27
08/16/2019	ACH1805	VOYAGER FLEET SYSTEMS, INC.	\$ 2,756.22
08/16/2019	38227	ALL FLORIDA WATER-TAMPA	\$ 211.58
08/16/2019	38228	AMAZON	\$ 4,137.20
08/16/2019	38229	CHARLOTTE COUNTY BD OF COMMISSIONER	\$ 93,079.41
08/16/2019	38230	CINTAS	\$ 278.28
08/16/2019	38231	DELL MARKETING L.P.	\$ 2,696.70
08/16/2019	38232	DESOTO CO CHAMBER OF COMMERCE	\$ 375.00
08/16/2019	38233	DESOTO COUNTY WATER UTILITY	\$ 2,149.20

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PUBLIC FUNDS INTEREST CHECKING (PNC)

Date	Document Number	Payee Name / Description	Amount
08/16/2019	38234	EUROFINS EATON ANALYTICAL, LLC	\$ 712.00
08/16/2019	38235	Flotech, INC	\$ 26,244.95
08/16/2019	38236	GARNEY COMPANIES INC.	\$ 57,120.00
08/16/2019	38237	GRAY MATTER SYSTEMS INC.	\$ 1,302.16
08/16/2019	38238	HAZEN AND SAWYER	\$ 15,825.30
08/16/2019	38239	HOME DEPOT	\$ 39.98
08/16/2019	38240	JAN-PRO OF MANASOTA	\$ 249.00
08/16/2019	38241	Locher Environmental LLC	\$ 294.28
08/16/2019	38242	Manatee County Utilities Department	\$ 337.65
08/16/2019	38243	MSC INDUSTRIAL SUPPLY CO.	\$ 3,847.72
08/16/2019	38244	NaturZone Pest Control	\$ 76.00
08/16/2019	38245	REXEL	\$ 1,569.49
08/16/2019	38246	ROGERS PETROLEUM, INC.	\$ 523.05
08/16/2019	38247	SAM'S CLUB	\$ 20.36
08/16/2019	38248	SHIPPING POST	\$ 26.66
08/16/2019	38249	U.S. BANK EQUIPMENT FINANCE	\$ 1,052.67
08/16/2019	38250	University of Florida - FYCS	\$ 5,000.00
08/16/2019	38251	WEST COAST MOWING	\$ 3,582.00
08/16/2019	38252	Winzer Corporation	\$ 1,067.55
08/16/2019	38253	Wyman Plumbing	\$ 378.32
08/16/2019	ADBT081619	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 743.27
08/16/2019	DBT081619	United States Treasury	\$ 28,573.66
08/16/2019	dbt081619	Vaic	\$ 8,408.99
08/25/2019	AUTDB082519	PNC Bank	\$ 2,588.62
08/28/2019	DBT082819	FLORIDA DIVISION OF RETIREMENT	\$ 47,303.30
08/29/2019		QuickBooks Payroll Service	\$ 86,210.18
08/30/2019	ACH1806	ADECCO EMPLOYMENT SERVICES	\$ 2,121.14
08/30/2019	ACH1807	Adobe Systems Inc	\$ 174.95
08/30/2019	ACH1808	Agilent Technologies Inc	\$ 116.00
08/30/2019	ACH1809	AIR CENTERS-FLORIDA	\$ 9,168.00
08/30/2019	ACH1810	Air Mechanical & Service Corp.	\$ 8,434.27
08/30/2019	ACH1811	AIRGAS SPECIALTY PRODUCTS	\$ 3,169.66
08/30/2019	ACH1812	AIRGAS USA, LLC	\$ 59.83
08/30/2019	ACH1813	ALLIED UNIVERSAL CORP.	\$ 8,964.21
08/30/2019	ACH1814	BANKS ENGINEERING	\$ 6,900.00
08/30/2019	ACH1815	BENCHMARK ENVIROANALYTICAL INC	\$ 6,217.63
08/30/2019	ACH1816	Brenntag Mid-South Inc	\$ 50,721.36
08/30/2019	ACH1817	C & S CHEMICALS INC.	\$ 72,913.00
08/30/2019	ACH1818	E.F. GAINES SURVEYING SERVICES, INC	\$ 6,200.00
08/30/2019	ACH1819	EARTH BALANCE	\$ 30,331.96
08/30/2019	ACH1820	FEL-FT.MYERS WATERWORKS #127	\$ 1,595.83
08/30/2019	ACH1821	Hach Company	\$ 1,735.42
08/30/2019	ACH1822	HDR ENGINEERING INC.	\$ 19,482.94
08/30/2019	ACH1823	Hilltop Securities	\$ 1,500.00
08/30/2019	ACH1824	J. H. HAM ENGINEERING INC.	\$ 29,285.73
08/30/2019	ACH1825	Jacobi Carbons Inc	\$ 154,249.80
08/30/2019	ACH1826	JAN-PRO CLEANING SYSTEMS OF SW FLORIDA	\$ 495.00
08/30/2019	ACH1827	JOHNSON ENGINEERING, INC.	\$ 8,421.25
08/30/2019	ACH1828	KEETON'S OFFICE & ART SUPPLY	\$ 1,554.98
08/30/2019	ACH1829	KING ENGINEERING ASSOCIATES INC	\$ 482.25
08/30/2019	ACH1830	MARINE CONTRACTING GROUP INC.	\$ 13,471.76
08/30/2019	ACH1831	PHENOVA, INC.	\$ 543.81
08/30/2019	ACH1832	PROGRESSIVE WATER RESOURCES, LLC	\$ 22,699.00
08/30/2019	ACH1833	PURVIS GRAY & COMPANY	\$ 6,687.50
08/30/2019	ACH1834	SAMUEL STONE	\$ 130.18
08/30/2019	ACH1835	SOUTHERN TANK AND PUMP	\$ 909.21
08/30/2019	ACH1836	SUNSHINE ACE HARDWARE	\$ 322.65
08/30/2019	ACH1837	SUNSHINE STATE ONE CALL OF FL, INC.	\$ 50.27
08/30/2019	ACH1838	TRINOVA INC.	\$ 1,849.42
08/30/2019	ACH1839	UPS	\$ 234.48
08/30/2019	ACH1840	USA Bluebook	\$ 836.96
08/30/2019	ACH1841	Wade Consulting and Solutions	\$ 2,900.00
08/30/2019	38254	Apple Video & Photography Studio	\$ 1,495.00
08/30/2019	38255	APPLIED DRILLING ENGINEERING, INC.	\$ 5,160.00
08/30/2019	38256	Braden River Utilities, LLC	\$ 53.49
08/30/2019	38257	CENTURYLINK	\$ 1,976.05

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PUBLIC FUNDS INTEREST CHECKING (PNC)

Date	Document Number	Payee Name / Description	Amount
08/30/2019	38258	CH2M HILL ENGINEERS INC.	\$ 14,580.00
08/30/2019	38259	CHARLOTTE COUNTY BCC - LANDFILL	\$ 3,192.82
08/30/2019	38260	D. M. CONSTRUCTION CORP.	\$ 8,060.00
08/30/2019	38261	DESOTO AUTOMOTIVE ENTERPRISES INC	\$ 221.00
08/30/2019	38262	DMS-FINANCIAL MGMT SERVICES	\$ 356.79
08/30/2019	38263	DVD Consulting Inc.	\$ 1,000.00
08/30/2019	38264	EUROFINS EATON ANALYTICAL, LLC	\$ 1,668.00
08/30/2019	38265	Fisher Scientific	\$ 285.58
08/30/2019	38266	FLORIDA DEPARTMENT OF STATE	\$ 8.40
08/30/2019	38267	FLORIDA DEPT OF ENVIRONMENTAL PROT	\$ 900.00
08/30/2019	38268	FLORIDA POWER & LIGHT COMPANY	\$ 123,930.74
08/30/2019	38269	FLORIDA VALVE & EQUIPMENT, LLC	\$ 4,374.00
08/30/2019	38270	GOODYEAR AUTO SERVICE CENTER	\$ 21.35
08/30/2019	38271	GRAY MATTER SYSTEMS INC.	\$ 4,628.08
08/30/2019	38272	HOME DEPOT	\$ 410.01
08/30/2019	38273	PITNEY BOWES	\$ 200.00
08/30/2019	38274	QUALITY STARTER & ALT SER INC.	\$ 212.90
08/30/2019	38275	REXEL	\$ 3,154.43
08/30/2019	38276	ROGERS PETROLEUM, INC.	\$ 4,559.50
08/30/2019	38277	SAM'S CLUB	\$ 38.46
08/30/2019	38278	THERMO ELECTRON NORTH AMERICA LLC	\$ 1,103.00
08/30/2019	38279	VERIZON WIRELESS	\$ 14.53
08/30/2019	38280	WOMACK SANITATION INC.	\$ 1,210.00
08/30/2019	ADB083019	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 743.27
08/30/2019	DBT083019	United States Treasury	\$ 28,346.28
08/30/2019	dbt083019	Valic	\$ 8,484.11
Total			4,457,915.52

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Date	Document Number	Payee Name / Description	Amount
07/05/2019	ACH1655	AA ELECTRIC SE INC.	\$ 2,310.62
08/02/2019	ACH1728	AA ELECTRIC SE INC.	\$ 1,126.57
07/05/2019	ACH1656	ADECCO EMPLOYMENT SERVICES	\$ 778.40
07/19/2019	ACH1690	ADECCO EMPLOYMENT SERVICES	\$ 1,011.92
08/02/2019	ACH1729	ADECCO EMPLOYMENT SERVICES	\$ 1,089.76
08/16/2019	ACH1775	ADECCO EMPLOYMENT SERVICES	\$ 661.64
08/30/2019	ACH1806	ADECCO EMPLOYMENT SERVICES	\$ 2,121.14
08/30/2019	ACH1807	Adobe Systems Inc	\$ 174.95
08/02/2019	ACH1730	ADVANTAGE CARE INC.	\$ 40.00
08/02/2019	ACH1731	AECOM TECHNICAL SERVICES, INC.	\$ 26,140.00
08/30/2019	ACH1808	Agilent Technologies Inc	\$ 116.00
07/19/2019	ACH1691	AIR CENTERS-FLORIDA	\$ 1,542.79
08/02/2019	ACH1732	AIR CENTERS-FLORIDA	\$ 400.00
08/30/2019	ACH1809	AIR CENTERS-FLORIDA	\$ 9,168.00
07/05/2019	ACH1657	Air Mechanical & Service Corp.	\$ 8,099.37
08/02/2019	ACH1733	Air Mechanical & Service Corp.	\$ 312.00
08/16/2019	ACH1776	Air Mechanical & Service Corp.	\$ 156.00
08/30/2019	ACH1810	Air Mechanical & Service Corp.	\$ 8,434.27
07/19/2019	ACH1692	AIRGAS SPECIALTY PRODUCTS	\$ 3,137.01
08/02/2019	ACH1734	AIRGAS SPECIALTY PRODUCTS	\$ 3,194.48
08/30/2019	ACH1811	AIRGAS SPECIALTY PRODUCTS	\$ 3,169.66
07/05/2019	ACH1658	AIRGAS USA, LLC	\$ 266.21
08/02/2019	ACH1735	AIRGAS USA, LLC	\$ 58.63
08/30/2019	ACH1812	AIRGAS USA, LLC	\$ 59.83
08/02/2019	ACH1736	ALFA LAVAL INC.	\$ 5,225.87
07/05/2019	38141	ALL FLORIDA WATER-TAMPA	\$ 115.00
07/19/2019	38166	ALL FLORIDA WATER-TAMPA	\$ 211.58
08/16/2019	38227	ALL FLORIDA WATER-TAMPA	\$ 211.58
08/16/2019	ACH1777	ALLIED ELECTRONICS, INC.	\$ 3,431.10
07/05/2019	ACH1659	ALLIED UNIVERSAL CORP.	\$ 20,455.07
07/19/2019	ACH1693	ALLIED UNIVERSAL CORP.	\$ 7,357.46
08/02/2019	ACH1737	ALLIED UNIVERSAL CORP.	\$ 6,859.75
08/16/2019	ACH1778	ALLIED UNIVERSAL CORP.	\$ 22,062.89
08/30/2019	ACH1813	ALLIED UNIVERSAL CORP.	\$ 8,964.21
07/19/2019	38167	AMAZON	\$ 936.29
08/16/2019	38228	AMAZON	\$ 4,137.20
07/05/2019	38142	ANIXTER INC.	\$ 3,446.52
08/30/2019	38254	Apple Video & Photography Studio	\$ 1,495.00
08/30/2019	38255	APPLIED DRILLING ENGINEERING, INC.	\$ 5,160.00
08/02/2019	38198	ASSOC. OF STATE DAM SAFETY OFFICIAL	\$ 2,970.00
08/02/2019	ACH1738	ATIS Elevator Inspections, LLC	\$ 75.00
07/19/2019	ACH1694	ATKINS NORTH AMERICA, INC.	\$ 3,819.05
07/05/2019	38143	AWWA	\$ 238.00
07/19/2019	38168	AWWA	\$ 238.00
07/05/2019	ACH1660	BANKS ENGINEERING	\$ 3,400.00
08/30/2019	ACH1814	BANKS ENGINEERING	\$ 6,900.00
08/16/2019	ACH1779	Barney's Pumps, Inc.	\$ 3,023.44
07/05/2019	38144	BATTERIES PLUS BULBS #451	\$ 369.50
07/19/2019	38196	BATTERIES PLUS BULBS #451	\$ 1,607.73
07/05/2019	ACH1661	Bearings and Drives, Technologies Inc	\$ 2,641.93
07/05/2019	ACH1662	BENCHMARK ENVIROANALYTICAL INC	\$ 13,159.12
07/19/2019	ACH1696	BENCHMARK ENVIROANALYTICAL INC	\$ 2,374.31
08/02/2019	ACH1739	BENCHMARK ENVIROANALYTICAL INC	\$ 6,561.96
08/16/2019	ACH1780	BENCHMARK ENVIROANALYTICAL INC	\$ 1,074.00
08/30/2019	ACH1815	BENCHMARK ENVIROANALYTICAL INC	\$ 6,217.63
07/19/2019	ACH1697	BLUSITE SOLUTIONS OF SOUTHWEST FLORIDA	\$ 217.50
08/16/2019	ACH1781	BLUSITE SOLUTIONS OF SOUTHWEST FLORIDA	\$ 217.50
07/19/2019	38169	Braden River Utilities, LLC	\$ 24.69
08/30/2019	38256	Braden River Utilities, LLC	\$ 53.49

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Date	Document Number	Payee Name / Description	Amount
07/05/2019	ACH1663	Brenntag Mid-South Inc	\$ 50,885.28
07/19/2019	ACH1698	Brenntag Mid-South Inc	\$ 22,037.10
08/02/2019	ACH1740	Brenntag Mid-South Inc	\$ 51,456.83
08/16/2019	ACH1782	Brenntag Mid-South Inc	\$ 29,385.17
08/30/2019	ACH1816	Brenntag Mid-South Inc	\$ 50,721.36
07/05/2019	ACH1664	Briggs Equipment Inc.	\$ 664.59
07/05/2019	ACH1665	C & S CHEMICALS INC.	\$ 27,570.28
07/19/2019	ACH1699	C & S CHEMICALS INC.	\$ 77,971.82
08/02/2019	ACH1741	C & S CHEMICALS INC.	\$ 50,131.58
08/16/2019	ACH1783	C & S CHEMICALS INC.	\$ 55,418.86
08/30/2019	ACH1817	C & S CHEMICALS INC.	\$ 72,913.00
07/19/2019	38170	CED - Port Charlotte	\$ 23,811.38
07/05/2019	38145	CENTURYLINK	\$ 1,953.15
08/02/2019	38199	CENTURYLINK	\$ 1,977.74
08/30/2019	38257	CENTURYLINK	\$ 1,976.05
07/19/2019	38171	CH2M HILL ENGINEERS INC.	\$ 7,530.00
08/30/2019	38258	CH2M HILL ENGINEERS INC.	\$ 14,580.00
07/05/2019	38146	CHARLOTTE COUNTY BCC - LANDFILL	\$ 4,198.50
08/02/2019	38200	CHARLOTTE COUNTY BCC - LANDFILL	\$ 3,661.65
08/30/2019	38259	CHARLOTTE COUNTY BCC - LANDFILL	\$ 3,192.82
07/19/2019	38172	CHARLOTTE COUNTY BD OF COMMISSIONER	\$ 91,146.02
08/16/2019	38229	CHARLOTTE COUNTY BD OF COMMISSIONER	\$ 93,079.41
07/19/2019	ACH1700	CHARLOTTE COUNTY UTILITIES	\$ 164,694.84
08/16/2019	ACH1784	CHARLOTTE COUNTY UTILITIES	\$ 164,694.84
07/19/2019	38173	CHENANGO SUPPLY CO., INC.	\$ 259.33
08/02/2019	38201	CHENANGO SUPPLY CO., INC.	\$ 39.90
07/19/2019	ACH1701	Cimtec Automation, LLC	\$ 1,624.59
07/19/2019	38174	CINTAS	\$ 430.10
08/16/2019	38230	CINTAS	\$ 278.28
07/19/2019	ACH1702	CINTAS FIRE 636525	\$ 450.00
08/02/2019	ACH1742	CINTAS FIRE 636525	\$ 372.00
07/19/2019	38175	COLE-PARMER INSTRUMENT CO.	\$ 263.68
08/02/2019	38202	COLE-PARMER INSTRUMENT CO.	\$ 28.93
07/19/2019	ACH1703	CORONADO LAWN SERVICE OF FL	\$ 11,365.00
08/02/2019	ACH1743	CORONADO LAWN SERVICE OF FL	\$ 575.00
08/16/2019	ACH1785	CORONADO LAWN SERVICE OF FL	\$ 7,742.50
07/19/2019	ACH1704	Cummins Power South	\$ 2,381.21
07/05/2019	38147	D. M. CONSTRUCTION CORP.	\$ 10,598.90
08/02/2019	38203	D. M. CONSTRUCTION CORP.	\$ 9,243.50
08/30/2019	38260	D. M. CONSTRUCTION CORP.	\$ 8,060.00
07/19/2019	ACH1705	Daniel J Roberts (V)	\$ 16.00
08/16/2019	38231	DELL MARKETING L.P.	\$ 2,696.70
08/02/2019	38204	DESOTO AUTOMOTIVE ENTERPRISES INC	\$ 593.08
08/30/2019	38261	DESOTO AUTOMOTIVE ENTERPRISES INC	\$ 221.00
08/16/2019	38232	DESOTO CO CHAMBER OF COMMERCE	\$ 375.00
07/19/2019	ACH1706	DESOTO COUNTY (V)	\$ 66,333.33
08/16/2019	ACH1786	DESOTO COUNTY (V)	\$ 66,333.33
08/16/2019	38233	DESOTO COUNTY WATER UTILITY	\$ 2,149.20
07/05/2019	38148	DEX IMAGING	\$ 2,339.63
07/19/2019	ACH1707	DIANE R. SALZ	\$ 4,050.00
08/16/2019	ACH1787	DIANE R. SALZ	\$ 4,050.00
07/05/2019	ACH1666	DMK ASSOCIATES	\$ 12,465.00
08/02/2019	ACH1744	DMK ASSOCIATES	\$ 3,175.00
07/05/2019	38149	DMS-FINANCIAL MGMT SERVICES	\$ 351.00
08/02/2019	38205	DMS-FINANCIAL MGMT SERVICES	\$ 342.50
08/30/2019	38262	DMS-FINANCIAL MGMT SERVICES	\$ 356.79
08/02/2019	ACH1745	DONALD MORTON	\$ 125.00
08/16/2019	ACH1788	DONALD MORTON	\$ 150.00
08/30/2019	38263	DVD Consulting Inc.	\$ 1,000.00
07/05/2019	ACH1667	E.F. GAINES SURVEYING SERVICES, INC	\$ 4,600.00
08/30/2019	ACH1818	E.F. GAINES SURVEYING SERVICES, INC	\$ 6,200.00
07/05/2019	ACH1668	Earle Chaffee (V)	\$ 116.00
07/05/2019	ACH1669	EARTH BALANCE	\$ 27,997.95
07/19/2019	ACH1708	EARTH BALANCE	\$ 6,416.25
08/02/2019	ACH1746	EARTH BALANCE	\$ 4,839.28
08/30/2019	ACH1819	EARTH BALANCE	\$ 30,331.96

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07/05/2019	ACH1670	Entech	\$ 4,436.50
08/02/2019	ACH1747	Entech	\$ 4,436.50
08/02/2019	ACH1748	ENVIRONMENTAL EXPRESS INC.	\$ 139.39
08/02/2019	38206	EUROFINS EATON ANALYTICAL, LLC	\$ 2,526.00
08/16/2019	38234	EUROFINS EATON ANALYTICAL, LLC	\$ 712.00
08/30/2019	38264	EUROFINS EATON ANALYTICAL, LLC	\$ 1,668.00
08/16/2019	ACH1789	FEL-FT.MYERS WATERWORKS #127	\$ 241.90
08/30/2019	ACH1820	FEL-FT.MYERS WATERWORKS #127	\$ 1,595.83
07/19/2019	38176	FENDER'S TIRE & BATTERY INC.	\$ 1,888.60
07/05/2019	38150	Fisher Scientific	\$ 1,634.01
07/19/2019	38177	Fisher Scientific	\$ 757.63
08/02/2019	38207	Fisher Scientific	\$ 1,641.38
08/30/2019	38265	Fisher Scientific	\$ 285.58
08/30/2019	38266	FLORIDA DEPARTMENT OF STATE	\$ 8.40
08/02/2019	38208	FLORIDA DEPT OF ENVIRONMENTAL PROT	\$ 6,000.00
08/30/2019	38267	FLORIDA DEPT OF ENVIRONMENTAL PROT	\$ 900.00
07/31/2019	DBT073119	FLORIDA DIVISION OF RETIREMENT	\$ 31,837.87
08/28/2019	DBT082819	FLORIDA DIVISION OF RETIREMENT	\$ 47,303.30
07/05/2019	38151	FLORIDA POWER & LIGHT COMPANY	\$ 117,502.01
08/02/2019	38209	FLORIDA POWER & LIGHT COMPANY	\$ 102,777.44
08/30/2019	38268	FLORIDA POWER & LIGHT COMPANY	\$ 123,930.74
08/30/2019	38269	FLORIDA VALVE & EQUIPMENT, LLC	\$ 4,374.00
08/02/2019	38210	Flotech, INC	\$ 3,217.67
08/16/2019	38235	Flotech, INC	\$ 26,244.95
08/16/2019	ACH1790	FLUID CONTROL SPECIALTIES, INC.	\$ 2,450.00
07/19/2019	ACH1709	FORD RITZ	\$ 310.28
07/19/2019	ACH1710	FRONTIER COMMUNICATIONS	\$ 220.98
08/16/2019	ACH1791	FRONTIER COMMUNICATIONS	\$ 220.98
07/19/2019	38178	GARNEY COMPANIES INC.	\$ 198,417.00
08/16/2019	38236	GARNEY COMPANIES INC.	\$ 57,120.00
08/30/2019	38270	GOODYEAR AUTO SERVICE CENTER	\$ 21.35
07/05/2019	38152	GRAY MATTER SYSTEMS INC.	\$ 3,878.64
07/19/2019	38179	GRAY MATTER SYSTEMS INC.	\$ 2,750.32
08/16/2019	38237	GRAY MATTER SYSTEMS INC.	\$ 1,302.16
08/30/2019	38271	GRAY MATTER SYSTEMS INC.	\$ 4,628.08
08/02/2019	38211	GRAYBAR	\$ 1,792.83
07/05/2019	ACH1671	Hach Company	\$ 1,984.01
07/19/2019	ACH1711	Hach Company	\$ 4,568.68
08/02/2019	ACH1749	Hach Company	\$ 5,945.45
08/16/2019	ACH1792	Hach Company	\$ 852.68
08/30/2019	ACH1821	Hach Company	\$ 1,735.42
07/19/2019	ACH1712	HALFACRE CONSTRUCTION COMPANY	\$ 24,123.69
08/02/2019	ACH1750	HAWKINS, INC.	\$ 262.00
07/19/2019	38180	HAZEN AND SAWYER	\$ 8,283.20
08/16/2019	38238	HAZEN AND SAWYER	\$ 15,825.30
07/05/2019	ACH1672	HDR ENGINEERING INC.	\$ 19,785.20
07/19/2019	ACH1713	HDR ENGINEERING INC.	\$ 8,606.62
08/02/2019	ACH1751	HDR ENGINEERING INC.	\$ 36,318.64
08/30/2019	ACH1822	HDR ENGINEERING INC.	\$ 19,482.94
08/02/2019	38212	HERALD TRIBUNE	\$ 99.00
08/30/2019	ACH1823	Hilltop Securities	\$ 1,500.00
07/05/2019	38153	HOME DEPOT	\$ 428.83
08/02/2019	38213	HOME DEPOT	\$ 274.99
08/16/2019	38239	HOME DEPOT	\$ 39.98
08/30/2019	38272	HOME DEPOT	\$ 410.01
08/16/2019	ACH1793	Hudson Pump	\$ 1,273.51
08/02/2019	ACH1752	HVMI, LLC	\$ 10,261.30
08/02/2019	ACH1753	IDEXX DISTRIBUTION INC	\$ 422.08
08/02/2019	ACH1754	Instrument Specialties INC	\$ 2,294.84
08/02/2019	38214	Integrated Fire & Security Solutions, Inc	\$ 320.00
07/05/2019	ACH1673	J. H. HAM ENGINEERING INC.	\$ 47,061.35
08/02/2019	ACH1755	J. H. HAM ENGINEERING INC.	\$ 14,149.90
08/30/2019	ACH1824	J. H. HAM ENGINEERING INC.	\$ 29,285.73
07/05/2019	ACH1674	Jacobi Carbons Inc	\$ 123,504.00
07/19/2019	ACH1714	Jacobi Carbons Inc	\$ 30,745.80
08/02/2019	ACH1756	Jacobi Carbons Inc	\$ 93,297.60

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Date	Document Number	Payee Name / Description	Amount
08/16/2019	ACH1794	Jacobi Carbons Inc	\$ 124,285.20
08/30/2019	ACH1825	Jacobi Carbons Inc	\$ 154,249.80
07/19/2019	ACH1716	JANICKI ENVIRONMENTAL, INC.	\$ 10,160.00
08/16/2019	ACH1795	JANICKI ENVIRONMENTAL, INC.	\$ 9,810.00
08/02/2019	ACH1757	JAN-PRO CLEANING SYSTEMS OF SW FLORIDA	\$ 495.00
08/30/2019	ACH1826	JAN-PRO CLEANING SYSTEMS OF SW FLORIDA	\$ 495.00
07/19/2019	38197	JAN-PRO OF MANASOTA	\$ 249.00
08/16/2019	38240	JAN-PRO OF MANASOTA	\$ 249.00
07/05/2019	38154	JET AUTO SERVICE	\$ 290.00
08/02/2019	ACH1758	JOHNSON ENGINEERING, INC.	\$ 5,016.25
08/30/2019	ACH1827	JOHNSON ENGINEERING, INC.	\$ 8,421.25
08/02/2019	ACH1759	Jonathan Canfield (v)	\$ 200.00
08/02/2019	38215	KED GROUP INC.	\$ 5,382.00
07/05/2019	ACH1675	KEETON'S OFFICE & ART SUPPLY	\$ 2,232.29
08/02/2019	ACH1760	KEETON'S OFFICE & ART SUPPLY	\$ 632.46
08/16/2019	ACH1796	KEETON'S OFFICE & ART SUPPLY	\$ 198.47
08/30/2019	ACH1828	KEETON'S OFFICE & ART SUPPLY	\$ 1,554.98
07/05/2019	ACH1676	KING ENGINEERING ASSOCIATES INC	\$ 2,475.00
08/30/2019	ACH1829	KING ENGINEERING ASSOCIATES INC	\$ 482.25
08/16/2019	ACH1797	LLumin, INC	\$ 2,250.00
07/19/2019	38181	Locher Environmental LLC	\$ 2,268.40
08/16/2019	38241	Locher Environmental LLC	\$ 294.28
07/19/2019	38182	LWR Town Center Association Inc	\$ 2,244.15
08/02/2019	ACH1761	M&M CONTRACTORS INC.	\$ 9,795.20
08/02/2019	38216	MAIN GATE ENTERPRISES INC.	\$ 600.00
07/05/2019	38155	Manatee County Utilities Department	\$ 323.30
08/16/2019	38242	Manatee County Utilities Department	\$ 337.65
07/19/2019	ACH1717	MANSON BOLVES DONALDSON VARN, P.A.	\$ 17,160.00
08/16/2019	ACH1798	MANSON BOLVES DONALDSON VARN, P.A.	\$ 21,330.00
07/05/2019	ACH1677	MARINE CONTRACTING GROUP INC.	\$ 107,828.22
07/19/2019	ACH1718	MARINE CONTRACTING GROUP INC.	\$ 127,511.56
08/30/2019	ACH1830	MARINE CONTRACTING GROUP INC.	\$ 13,471.76
08/02/2019	ACH1762	Markay Consulting Group LLC	\$ 1,250.00
07/19/2019	38183	MSC INDUSTRIAL SUPPLY CO.	\$ 498.00
08/02/2019	38217	MSC INDUSTRIAL SUPPLY CO.	\$ 1,631.92
08/16/2019	38243	MSC INDUSTRIAL SUPPLY CO.	\$ 3,847.72
07/05/2019	ACH1678	NATIONAL BUSINESS FURNITURE, LLC	\$ 3,590.00
08/02/2019	ACH1763	Natural Resources LLC	\$ 118,612.91
08/16/2019	ACH1799	Natural Resources LLC	\$ 980.00
07/19/2019	38184	NaturZone Pest Control	\$ 76.00
08/16/2019	38244	NaturZone Pest Control	\$ 76.00
07/05/2019	38156	NELAC INSTITUTE	\$ 115.00
07/05/2019	ACH1679	PATRICK J LEHMAN	\$ 630.50
08/30/2019	ACH1831	PHENOVA, INC.	\$ 543.81
08/30/2019	38273	PITNEY BOWES	\$ 200.00
07/05/2019	ACH1680	PMC ENGINEERING LLC	\$ 4,865.27
08/02/2019	ACH1764	PMC ENGINEERING LLC	\$ 3,103.48
07/24/2019	AUTDB072319	PNC Bank	\$ 5,846.02
08/25/2019	AUTDB082519	PNC Bank	\$ 2,588.62
07/05/2019	38157	PRESTI & NAEGELE	\$ 2,125.60
08/02/2019	ACH1765	PRO-CHEM INC.	\$ 1,135.34
08/16/2019	ACH1800	PRO-CHEM INC.	\$ 161.80
07/05/2019	ACH1681	PROGRESSIVE WATER RESOURCES, LLC	\$ 10,290.00
08/02/2019	ACH1766	PROGRESSIVE WATER RESOURCES, LLC	\$ 3,723.00
08/16/2019	ACH1801	PROGRESSIVE WATER RESOURCES, LLC	\$ 2,359.00
08/30/2019	ACH1832	PROGRESSIVE WATER RESOURCES, LLC	\$ 22,699.00
08/30/2019	ACH1833	PURVIS GRAY & COMPANY	\$ 6,687.50
08/30/2019	38274	QUALITY STARTER & ALT SER INC.	\$ 212.90
07/03/2019		QuickBooks Payroll Service	\$ 85,553.26
07/18/2019		QuickBooks Payroll Service	\$ 86,270.58
08/01/2019		QuickBooks Payroll Service	\$ 84,738.24
08/15/2019		QuickBooks Payroll Service	\$ 85,265.71
08/29/2019		QuickBooks Payroll Service	\$ 86,210.18
08/02/2019	ACH1767	R.S. Means Company LLC	\$ 913.97
07/19/2019	38185	REXEL	\$ 1,334.04
08/02/2019	38218	REXEL	\$ 4,807.14

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Date	Document Number	Payee Name / Description	Amount
08/16/2019	38245	REXEL	\$ 1,569.49
08/30/2019	38275	REXEL	\$ 3,154.43
08/02/2019	ACH1768	Richard Florit (V)	\$ 100.00
07/19/2019	38186	RING POWER CORPORATION	\$ 4,815.00
07/19/2019	ACH1719	Rob Wilson	\$ 21.39
08/16/2019	38246	ROGERS PETROLEUM, INC.	\$ 523.05
08/30/2019	38276	ROGERS PETROLEUM, INC.	\$ 4,559.50
08/02/2019	38219	SAM'S CLUB	\$ 146.84
08/16/2019	38247	SAM'S CLUB	\$ 20.36
08/30/2019	38277	SAM'S CLUB	\$ 38.46
08/30/2019	ACH1834	SAMUEL STONE	\$ 130.18
07/05/2019	ACH1682	SARASOTA CHAMBER OF COMMERCE	\$ 382.00
07/19/2019	38187	SARASOTA COUNTY ENVIRONMENTAL UTILITIES	\$ 21,097.90
07/05/2019	38158	SARASOTA HERALD TRIBUNE	\$ 99.00
07/05/2019	ACH1683	SENSIDYNE, LP	\$ 570.69
07/19/2019	ACH1720	SHALINA ODEGARD	\$ 407.72
07/19/2019	38188	SHIPPING POST	\$ 26.66
08/16/2019	38248	SHIPPING POST	\$ 26.66
08/02/2019	ACH1769	SIMS CRANE & EQUIPMENT	\$ 1,476.60
07/05/2019	38159	SMITH RANCH & GARDEN, INC.	\$ 661.50
07/19/2019	38189	SMITH RANCH & GARDEN, INC.	\$ 160.85
07/19/2019	38190	SOLINST CANADA LTD	\$ 686.33
08/30/2019	ACH1835	SOUTHERN TANK AND PUMP	\$ 909.21
08/02/2019	38220	SOUTHWEST MOBILE MECHANIC	\$ 1,227.47
07/19/2019	38191	SPECIALTY PARTS	\$ 317.92
08/02/2019	ACH1770	STANTEC CONSULTING SERVICES	\$ 10,580.80
07/05/2019	ADBT070519	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 1,068.56
07/19/2019	ADBT071919	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 743.27
08/02/2019	ADBT080219	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 743.27
08/16/2019	ADBT081619	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 743.27
08/30/2019	ADBT083019	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 743.27
07/19/2019	ACH1721	Sumner Land Management LLC	\$ 7,843.00
08/02/2019	38221	SUNBELT RENTALS	\$ 175.00
07/05/2019	ACH1684	SUNSHINE ACE HARDWARE	\$ 10.98
07/19/2019	ACH1722	SUNSHINE ACE HARDWARE	\$ 408.27
08/02/2019	ACH1771	SUNSHINE ACE HARDWARE	\$ 130.00
08/16/2019	ACH1802	SUNSHINE ACE HARDWARE	\$ 260.55
08/30/2019	ACH1836	SUNSHINE ACE HARDWARE	\$ 322.65
07/05/2019	ACH1685	SUNSHINE STATE ONE CALL OF FL, INC.	\$ 49.01
08/02/2019	ACH1772	SUNSHINE STATE ONE CALL OF FL, INC.	\$ 50.27
08/30/2019	ACH1837	SUNSHINE STATE ONE CALL OF FL, INC.	\$ 50.27
07/05/2019	38160	SUPER T	\$ 2,461.10
08/02/2019	ACH1773	Terri Holcomb (V)	\$ 593.58
07/05/2019	38161	THATCHER CHEMICAL OF FLORIDA	\$ 28,900.00
07/05/2019	ACH1686	THE LAKE DOCTORS, INC.	\$ 2,500.00
07/05/2019	38162	THE SUN	\$ 62.92
08/02/2019	38222	THE SUN	\$ 61.49
08/30/2019	38278	THERMO ELECTRON NORTH AMERICA LLC	\$ 1,103.00
07/05/2019	ACH1687	TIM PITTMAN	\$ 107.00
07/19/2019	38192	TRACTOR SUPPLY COMPANY CREDIT PLAN	\$ 165.16
07/19/2019	ACH1723	TRINOVA INC.	\$ 2,551.41
08/30/2019	ACH1838	TRINOVA INC.	\$ 1,849.42
07/19/2019	ACH1724	TRULY NOLEN BRANCH 079	\$ 258.00
07/19/2019	38193	U.S. BANK EQUIPMENT FINANCE	\$ 1,052.67
08/16/2019	38249	U.S. BANK EQUIPMENT FINANCE	\$ 1,052.67
07/19/2019	38194	UNITED STATES GEOLOGICAL SURVEY	\$ 7,557.50
07/05/2019	DBT070519	United States Treasury	\$ 29,641.02
07/19/2019	DBT071919	United States Treasury	\$ 29,495.28
08/02/2019	DBT080219	United States Treasury	\$ 28,733.96
08/16/2019	DBT081619	United States Treasury	\$ 28,573.66
08/30/2019	DBT083019	United States Treasury	\$ 28,346.28
08/16/2019	38250	University of Florida - FYCS	\$ 5,000.00
07/05/2019	ACH1688	UPS	\$ 176.03
07/19/2019	ACH1725	UPS	\$ 260.74
08/02/2019	ACH1774	UPS	\$ 44.10
08/16/2019	ACH1803	UPS	\$ 92.15

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Date	Document Number	Payee Name / Description	Amount
08/30/2019	ACH1839	UPS	\$ 234.48
07/05/2019	38163	UPS SUPPLY CHAIN SOLUTIONS, INC.	\$ 115.10
07/19/2019	ACH1726	USA Bluebook	\$ 597.91
08/30/2019	ACH1840	USA Bluebook	\$ 836.96
07/05/2019	dbt070519	Valic	\$ 8,425.80
07/19/2019	dbt071919	Valic	\$ 8,474.67
08/02/2019	dbt080219	Valic	\$ 8,429.36
08/16/2019	dbt081619	Valic	\$ 8,408.99
08/30/2019	dbt083019	Valic	\$ 8,484.11
07/05/2019	ACH1689	VANASSE HANGEN BRUSTLIN, INC	\$ 6,546.94
08/16/2019	ACH1804	VANASSE HANGEN BRUSTLIN, INC	\$ 4,544.27
08/02/2019	38223	Veritiv Corporation	\$ 391.43
07/19/2019	38195	VERIZON WIRELESS	\$ 14.73
08/30/2019	38279	VERIZON WIRELESS	\$ 14.53
07/19/2019	ACH1727	VOYAGER FLEET SYSTEMS, INC.	\$ 2,672.00
08/16/2019	ACH1805	VOYAGER FLEET SYSTEMS, INC.	\$ 2,756.22
08/30/2019	ACH1841	Wade Consulting and Solutions	\$ 2,900.00
08/02/2019	38224	WEST COAST MOWING	\$ 4,785.50
08/16/2019	38251	WEST COAST MOWING	\$ 3,582.00
08/16/2019	38252	Winzer Corporation	\$ 1,067.55
08/02/2019	38225	WM F. McDonough Plumbing Inc	\$ 244.00
07/05/2019	38164	WOMACK SANITATION INC.	\$ 1,259.00
08/02/2019	38226	WOMACK SANITATION INC.	\$ 298.00
08/30/2019	38280	WOMACK SANITATION INC.	\$ 1,210.00
07/05/2019	38165	Wyman Plumbing	\$ 192.00
08/16/2019	38253	Wyman Plumbing	\$ 378.32
Total			4,457,915.52

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Date	Document Number	Payee Name / Description	Amount
07/19/2019	38178	GARNEY COMPANIES INC.	\$ 198,417.00
07/19/2019	ACH1700	CHARLOTTE COUNTY UTILITIES	\$ 164,694.84
08/16/2019	ACH1784	CHARLOTTE COUNTY UTILITIES	\$ 164,694.84
08/30/2019	ACH1825	Jacobi Carbons Inc	\$ 154,249.80
07/19/2019	ACH1718	MARINE CONTRACTING GROUP INC.	\$ 127,511.56
08/16/2019	ACH1794	Jacobi Carbons Inc	\$ 124,285.20
08/30/2019	38268	FLORIDA POWER & LIGHT COMPANY	\$ 123,930.74
07/05/2019	ACH1674	Jacobi Carbons Inc	\$ 123,504.00
08/02/2019	ACH1763	Natural Resources LLC	\$ 118,612.91
07/05/2019	38151	FLORIDA POWER & LIGHT COMPANY	\$ 117,502.01
07/05/2019	ACH1677	MARINE CONTRACTING GROUP INC.	\$ 107,828.22
08/02/2019	38209	FLORIDA POWER & LIGHT COMPANY	\$ 102,777.44
08/02/2019	ACH1756	Jacobi Carbons Inc	\$ 93,297.60
08/16/2019	38229	CHARLOTTE COUNTY BD OF COMMISSIONER	\$ 93,079.41
07/19/2019	38172	CHARLOTTE COUNTY BD OF COMMISSIONER	\$ 91,146.02
07/18/2019		QuickBooks Payroll Service	\$ 86,270.58
08/29/2019		QuickBooks Payroll Service	\$ 86,210.18
07/03/2019		QuickBooks Payroll Service	\$ 85,553.26
08/15/2019		QuickBooks Payroll Service	\$ 85,265.71
08/01/2019		QuickBooks Payroll Service	\$ 84,738.24
07/19/2019	ACH1699	C & S CHEMICALS INC.	\$ 77,971.82
08/30/2019	ACH1817	C & S CHEMICALS INC.	\$ 72,913.00
07/19/2019	ACH1706	DESOTO COUNTY (V)	\$ 66,333.33
08/16/2019	ACH1786	DESOTO COUNTY (V)	\$ 66,333.33
08/16/2019	38236	GARNEY COMPANIES INC.	\$ 57,120.00
08/16/2019	ACH1783	C & S CHEMICALS INC.	\$ 55,418.86
08/02/2019	ACH1740	Brenntag Mid-South Inc	\$ 51,456.83
07/05/2019	ACH1663	Brenntag Mid-South Inc	\$ 50,885.28
08/30/2019	ACH1816	Brenntag Mid-South Inc	\$ 50,721.36
08/02/2019	ACH1741	C & S CHEMICALS INC.	\$ 50,131.58
08/28/2019	DBT082819	FLORIDA DIVISION OF RETIREMENT	\$ 47,303.30
07/05/2019	ACH1673	J. H. HAM ENGINEERING INC.	\$ 47,061.35
08/02/2019	ACH1751	HDR ENGINEERING INC.	\$ 36,318.64
07/31/2019	DBT073119	FLORIDA DIVISION OF RETIREMENT	\$ 31,837.87
07/19/2019	ACH1714	Jacobi Carbons Inc	\$ 30,745.80
08/30/2019	ACH1819	EARTH BALANCE	\$ 30,331.96
07/05/2019	DBT070519	United States Treasury	\$ 29,641.02
07/19/2019	DBT071919	United States Treasury	\$ 29,495.28
08/16/2019	ACH1782	Brenntag Mid-South Inc	\$ 29,385.17
08/30/2019	ACH1824	J. H. HAM ENGINEERING INC.	\$ 29,285.73
07/05/2019	38161	THATCHER CHEMICAL OF FLORIDA	\$ 28,900.00
08/02/2019	DBT080219	United States Treasury	\$ 28,733.96
08/16/2019	DBT081619	United States Treasury	\$ 28,573.66
08/30/2019	DBT083019	United States Treasury	\$ 28,346.28
07/05/2019	ACH1669	EARTH BALANCE	\$ 27,997.95
07/05/2019	ACH1665	C & S CHEMICALS INC.	\$ 27,570.28
08/16/2019	38235	Flotech, INC	\$ 26,244.95
08/02/2019	ACH1731	AECOM TECHNICAL SERVICES, INC.	\$ 26,140.00
07/19/2019	ACH1712	HALFACRE CONSTRUCTION COMPANY	\$ 24,123.69
07/19/2019	38170	CED - Port Charlotte	\$ 23,811.38
08/30/2019	ACH1832	PROGRESSIVE WATER RESOURCES, LLC	\$ 22,699.00
08/16/2019	ACH1778	ALLIED UNIVERSAL CORP.	\$ 22,062.89
07/19/2019	ACH1698	Brenntag Mid-South Inc	\$ 22,037.10
08/16/2019	ACH1798	MANSON BOLVES DONALDSON VARN, P.A.	\$ 21,330.00
07/19/2019	38187	SARASOTA COUNTY ENVIRONMENTAL UTILITIES	\$ 21,097.90
07/05/2019	ACH1659	ALLIED UNIVERSAL CORP.	\$ 20,455.07
07/05/2019	ACH1672	HDR ENGINEERING INC.	\$ 19,785.20
08/30/2019	ACH1822	HDR ENGINEERING INC.	\$ 19,482.94
07/19/2019	ACH1717	MANSON BOLVES DONALDSON VARN, P.A.	\$ 17,160.00
08/16/2019	38238	HAZEN AND SAWYER	\$ 15,825.30

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08/30/2019	38258	CH2M HILL ENGINEERS INC.	\$ 14,580.00
08/02/2019	ACH1755	J. H. HAM ENGINEERING INC.	\$ 14,149.90
08/30/2019	ACH1830	MARINE CONTRACTING GROUP INC.	\$ 13,471.76
07/05/2019	ACH1662	BENCHMARK ENVIROANALYTICAL INC	\$ 13,159.12
07/05/2019	ACH1666	DMK ASSOCIATES	\$ 12,465.00
07/19/2019	ACH1703	CORONADO LAWN SERVICE OF FL	\$ 11,365.00
07/05/2019	38147	D. M. CONSTRUCTION CORP.	\$ 10,598.90
08/02/2019	ACH1770	STANTEC CONSULTING SERVICES	\$ 10,580.80
07/05/2019	ACH1681	PROGRESSIVE WATER RESOURCES, LLC	\$ 10,290.00
08/02/2019	ACH1752	HVMI, LLC	\$ 10,261.30
07/19/2019	ACH1716	JANICKI ENVIRONMENTAL, INC.	\$ 10,160.00
08/16/2019	ACH1795	JANICKI ENVIRONMENTAL, INC.	\$ 9,810.00
08/02/2019	ACH1761	M&M CONTRACTORS INC.	\$ 9,795.20
08/02/2019	38203	D. M. CONSTRUCTION CORP.	\$ 9,243.50
08/30/2019	ACH1809	AIR CENTERS-FLORIDA	\$ 9,168.00
08/30/2019	ACH1813	ALLIED UNIVERSAL CORP.	\$ 8,964.21
07/19/2019	ACH1713	HDR ENGINEERING INC.	\$ 8,606.62
08/30/2019	dbt083019	Valic	\$ 8,484.11
07/19/2019	dbt071919	Valic	\$ 8,474.67
08/30/2019	ACH1810	Air Mechanical & Service Corp.	\$ 8,434.27
08/02/2019	dbt080219	Valic	\$ 8,429.36
07/05/2019	dbt070519	Valic	\$ 8,425.80
08/30/2019	ACH1827	JOHNSON ENGINEERING, INC.	\$ 8,421.25
08/16/2019	dbt081619	Valic	\$ 8,408.99
07/19/2019	38180	HAZEN AND SAWYER	\$ 8,283.20
07/05/2019	ACH1657	Air Mechanical & Service Corp.	\$ 8,099.37
08/30/2019	38260	D. M. CONSTRUCTION CORP.	\$ 8,060.00
07/19/2019	ACH1721	Sumner Land Management LLC	\$ 7,843.00
08/16/2019	ACH1785	CORONADO LAWN SERVICE OF FL	\$ 7,742.50
07/19/2019	38194	UNITED STATES GEOLOGICAL SURVEY	\$ 7,557.50
07/19/2019	38171	CH2M HILL ENGINEERS INC.	\$ 7,530.00
07/19/2019	ACH1693	ALLIED UNIVERSAL CORP.	\$ 7,357.46
08/30/2019	ACH1814	BANKS ENGINEERING	\$ 6,900.00
08/02/2019	ACH1737	ALLIED UNIVERSAL CORP.	\$ 6,859.75
08/30/2019	ACH1833	PURVIS GRAY & COMPANY	\$ 6,687.50
08/02/2019	ACH1739	BENCHMARK ENVIROANALYTICAL INC	\$ 6,561.96
07/05/2019	ACH1689	VANASSE HANGEN BRUSTLIN, INC	\$ 6,546.94
07/19/2019	ACH1708	EARTH BALANCE	\$ 6,416.25
08/30/2019	ACH1815	BENCHMARK ENVIROANALYTICAL INC	\$ 6,217.63
08/30/2019	ACH1818	E.F. GAINES SURVEYING SERVICES, INC	\$ 6,200.00
08/02/2019	38208	FLORIDA DEPT OF ENVIRONMENTAL PROT	\$ 6,000.00
08/02/2019	ACH1749	Hach Company	\$ 5,945.45
07/24/2019	AUTDB072319	PNC Bank	\$ 5,846.02
08/02/2019	38215	KED GROUP INC.	\$ 5,382.00
08/02/2019	ACH1736	ALFA LAVAL INC.	\$ 5,225.87
08/30/2019	38255	APPLIED DRILLING ENGINEERING, INC.	\$ 5,160.00
08/02/2019	ACH1758	JOHNSON ENGINEERING, INC.	\$ 5,016.25
08/16/2019	38250	University of Florida - FYCS	\$ 5,000.00
07/05/2019	ACH1680	PMC ENGINEERING LLC	\$ 4,865.27
08/02/2019	ACH1746	EARTH BALANCE	\$ 4,839.28
07/19/2019	38186	RING POWER CORPORATION	\$ 4,815.00
08/02/2019	38218	REXEL	\$ 4,807.14
08/02/2019	38224	WEST COAST MOWING	\$ 4,785.50
08/30/2019	38271	GRAY MATTER SYSTEMS INC.	\$ 4,628.08
07/05/2019	ACH1667	E.F. GAINES SURVEYING SERVICES, INC	\$ 4,600.00
07/19/2019	ACH1711	Hach Company	\$ 4,568.68
08/30/2019	38276	ROGERS PETROLEUM, INC.	\$ 4,559.50
08/16/2019	ACH1804	VANASSE HANGEN BRUSTLIN, INC	\$ 4,544.27
07/05/2019	ACH1670	Entech	\$ 4,436.50
08/02/2019	ACH1747	Entech	\$ 4,436.50
08/30/2019	38269	FLORIDA VALVE & EQUIPMENT, LLC	\$ 4,374.00
07/05/2019	38146	CHARLOTTE COUNTY BCC - LANDFILL	\$ 4,198.50
08/16/2019	38228	AMAZON	\$ 4,137.20
07/19/2019	ACH1707	DIANE R. SALZ	\$ 4,050.00
08/16/2019	ACH1787	DIANE R. SALZ	\$ 4,050.00
07/05/2019	38152	GRAY MATTER SYSTEMS INC.	\$ 3,878.64

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

CHECK REGISTER: JULY & AUGUST 2019

By Amount Largest to Smallest

PUBLIC FUNDS INTEREST CHECKING (PNC)

Date	Document Number	Payee Name / Description	Amount
08/16/2019	38243	MSC INDUSTRIAL SUPPLY CO.	\$ 3,847.72
07/19/2019	ACH1694	ATKINS NORTH AMERICA, INC.	\$ 3,819.05
08/02/2019	ACH1766	PROGRESSIVE WATER RESOURCES, LLC	\$ 3,723.00
08/02/2019	38200	CHARLOTTE COUNTY BCC - LANDFILL	\$ 3,661.65
07/05/2019	ACH1678	NATIONAL BUSINESS FURNITURE, LLC	\$ 3,590.00
08/16/2019	38251	WEST COAST MOWING	\$ 3,582.00
07/05/2019	38142	ANIXTER INC.	\$ 3,446.52
08/16/2019	ACH1777	ALLIED ELECTRONICS, INC.	\$ 3,431.10
07/05/2019	ACH1660	BANKS ENGINEERING	\$ 3,400.00
08/02/2019	38210	Flotech, INC	\$ 3,217.67
08/02/2019	ACH1734	AIRGAS SPECIALTY PRODUCTS	\$ 3,194.48
08/30/2019	38259	CHARLOTTE COUNTY BCC - LANDFILL	\$ 3,192.82
08/02/2019	ACH1744	DMK ASSOCIATES	\$ 3,175.00
08/30/2019	ACH1811	AIRGAS SPECIALTY PRODUCTS	\$ 3,169.66
08/30/2019	38275	REXEL	\$ 3,154.43
07/19/2019	ACH1692	AIRGAS SPECIALTY PRODUCTS	\$ 3,137.01
08/02/2019	ACH1764	PMC ENGINEERING LLC	\$ 3,103.48
08/16/2019	ACH1779	Barney's Pumps, Inc.	\$ 3,023.44
08/02/2019	38198	ASSOC. OF STATE DAM SAFETY OFFICIAL	\$ 2,970.00
08/30/2019	ACH1841	Wade Consulting and Solutions	\$ 2,900.00
08/16/2019	ACH1805	VOYAGER FLEET SYSTEMS, INC.	\$ 2,756.22
07/19/2019	38179	GRAY MATTER SYSTEMS INC.	\$ 2,750.32
08/16/2019	38231	DELL MARKETING L.P.	\$ 2,696.70
07/19/2019	ACH1727	VOYAGER FLEET SYSTEMS, INC.	\$ 2,672.00
07/05/2019	ACH1661	Bearings and Drives, Technologies Inc	\$ 2,641.93
08/25/2019	AUTDB082519	PNC Bank	\$ 2,588.62
07/19/2019	ACH1723	TRINOVA INC.	\$ 2,551.41
08/02/2019	38206	EUROFINS EATON ANALYTICAL, LLC	\$ 2,526.00
07/05/2019	ACH1686	THE LAKE DOCTORS, INC.	\$ 2,500.00
07/05/2019	ACH1676	KING ENGINEERING ASSOCIATES INC	\$ 2,475.00
07/05/2019	38160	SUPER T	\$ 2,461.10
08/16/2019	ACH1790	FLUID CONTROL SPECIALTIES, INC.	\$ 2,450.00
07/19/2019	ACH1704	Cummins Power South	\$ 2,381.21
07/19/2019	ACH1696	BENCHMARK ENVIROANALYTICAL INC	\$ 2,374.31
08/16/2019	ACH1801	PROGRESSIVE WATER RESOURCES, LLC	\$ 2,359.00
07/05/2019	38148	DEX IMAGING	\$ 2,339.63
07/05/2019	ACH1655	AA ELECTRIC SE INC.	\$ 2,310.62
08/02/2019	ACH1754	Instrument Specialties INC	\$ 2,294.84
07/19/2019	38181	Locher Environmental LLC	\$ 2,268.40
08/16/2019	ACH1797	LLumin, INC	\$ 2,250.00
07/19/2019	38182	LWR Town Center Association Inc	\$ 2,244.15
07/05/2019	ACH1675	KEETON'S OFFICE & ART SUPPLY	\$ 2,232.29
08/16/2019	38233	DESOTO COUNTY WATER UTILITY	\$ 2,149.20
07/05/2019	38157	PRESTI & NAEGELE	\$ 2,125.60
08/30/2019	ACH1806	ADECCO EMPLOYMENT SERVICES	\$ 2,121.14
07/05/2019	ACH1671	Hach Company	\$ 1,984.01
08/02/2019	38199	CENTURYLINK	\$ 1,977.74
08/30/2019	38257	CENTURYLINK	\$ 1,976.05
07/05/2019	38145	CENTURYLINK	\$ 1,953.15
07/19/2019	38176	FENDER'S TIRE & BATTERY INC.	\$ 1,888.60
08/30/2019	ACH1838	TRINOVA INC.	\$ 1,849.42
08/02/2019	38211	GRAYBAR	\$ 1,792.83
08/30/2019	ACH1821	Hach Company	\$ 1,735.42
08/30/2019	38264	EUROFINS EATON ANALYTICAL, LLC	\$ 1,668.00
08/02/2019	38207	Fisher Scientific	\$ 1,641.38
07/05/2019	38150	Fisher Scientific	\$ 1,634.01
08/02/2019	38217	MSC INDUSTRIAL SUPPLY CO.	\$ 1,631.92
07/19/2019	ACH1701	Cimtec Automation, LLC	\$ 1,624.59
07/19/2019	38196	BATTERIES PLUS BULBS #451	\$ 1,607.73
08/30/2019	ACH1820	FEL-FT.MYERS WATERWORKS #127	\$ 1,595.83
08/16/2019	38245	REXEL	\$ 1,569.49
08/30/2019	ACH1828	KEETON'S OFFICE & ART SUPPLY	\$ 1,554.98
07/19/2019	ACH1691	AIR CENTERS-FLORIDA	\$ 1,542.79
08/30/2019	ACH1823	Hilltop Securities	\$ 1,500.00
08/30/2019	38254	Apple Video & Photography Studio	\$ 1,495.00
08/02/2019	ACH1769	SIMS CRANE & EQUIPMENT	\$ 1,476.60

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

CHECK REGISTER: JULY & AUGUST 2019

By Amount Largest to Smallest

PUBLIC FUNDS INTEREST CHECKING (PNC)

Date	Document Number	Payee Name / Description	Amount
07/19/2019	38185	REXEL	\$ 1,334.04
08/16/2019	38237	GRAY MATTER SYSTEMS INC.	\$ 1,302.16
08/16/2019	ACH1793	Hudson Pump	\$ 1,273.51
07/05/2019	38164	WOMACK SANITATION INC.	\$ 1,259.00
08/02/2019	ACH1762	Markay Consulting Group LLC	\$ 1,250.00
08/02/2019	38220	SOUTHWEST MOBILE MECHANIC	\$ 1,227.47
08/30/2019	38280	WOMACK SANITATION INC.	\$ 1,210.00
08/02/2019	ACH1765	PRO-CHEM INC.	\$ 1,135.34
08/02/2019	ACH1728	AA ELECTRIC SE INC.	\$ 1,126.57
08/30/2019	38278	THERMO ELECTRON NORTH AMERICA LLC	\$ 1,103.00
08/02/2019	ACH1729	ADECCO EMPLOYMENT SERVICES	\$ 1,089.76
08/16/2019	ACH1780	BENCHMARK ENVIROANALYTICAL INC	\$ 1,074.00
07/05/2019	ADBT070519	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 1,068.56
08/16/2019	38252	Winzer Corporation	\$ 1,067.55
07/19/2019	38193	U.S. BANK EQUIPMENT FINANCE	\$ 1,052.67
08/16/2019	38249	U.S. BANK EQUIPMENT FINANCE	\$ 1,052.67
07/19/2019	ACH1690	ADECCO EMPLOYMENT SERVICES	\$ 1,011.92
08/30/2019	38263	DVD Consulting Inc.	\$ 1,000.00
08/16/2019	ACH1799	Natural Resources LLC	\$ 980.00
07/19/2019	38167	AMAZON	\$ 936.29
08/02/2019	ACH1767	R.S. Means Company LLC	\$ 913.97
08/30/2019	ACH1835	SOUTHERN TANK AND PUMP	\$ 909.21
08/30/2019	38267	FLORIDA DEPT OF ENVIRONMENTAL PROT	\$ 900.00
08/16/2019	ACH1792	Hach Company	\$ 852.68
08/30/2019	ACH1840	USA Bluebook	\$ 836.96
07/05/2019	ACH1656	ADECCO EMPLOYMENT SERVICES	\$ 778.40
07/19/2019	38177	Fisher Scientific	\$ 757.63
07/19/2019	ADBT071919	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 743.27
08/02/2019	ADBT080219	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 743.27
08/16/2019	ADBT081619	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 743.27
08/30/2019	ADBT083019	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 743.27
08/16/2019	38234	EUROFINS EATON ANALYTICAL, LLC	\$ 712.00
07/19/2019	38190	SOLINST CANADA LTD	\$ 686.33
07/05/2019	ACH1664	Briggs Equipment Inc.	\$ 664.59
08/16/2019	ACH1775	ADECCO EMPLOYMENT SERVICES	\$ 661.64
07/05/2019	38159	SMITH RANCH & GARDEN, INC.	\$ 661.50
08/02/2019	ACH1760	KEETON'S OFFICE & ART SUPPLY	\$ 632.46
07/05/2019	ACH1679	PATRICK J LEHMAN	\$ 630.50
08/02/2019	38216	MAIN GATE ENTERPRISES INC.	\$ 600.00
07/19/2019	ACH1726	USA Bluebook	\$ 597.91
08/02/2019	ACH1773	Terri Holcomb (V)	\$ 593.58
08/02/2019	38204	DESOTO AUTOMOTIVE ENTERPRISES INC	\$ 593.08
08/02/2019	ACH1743	CORONADO LAWN SERVICE OF FL	\$ 575.00
07/05/2019	ACH1683	SENSIDYNE, LP	\$ 570.69
08/30/2019	ACH1831	PHENOVA, INC.	\$ 543.81
08/16/2019	38246	ROGERS PETROLEUM, INC.	\$ 523.05
07/19/2019	38183	MSC INDUSTRIAL SUPPLY CO.	\$ 498.00
08/02/2019	ACH1757	JAN-PRO CLEANING SYSTEMS OF SW FLORIDA	\$ 495.00
08/30/2019	ACH1826	JAN-PRO CLEANING SYSTEMS OF SW FLORIDA	\$ 495.00
08/30/2019	ACH1829	KING ENGINEERING ASSOCIATES INC	\$ 482.25
07/19/2019	ACH1702	CINTAS FIRE 636525	\$ 450.00
07/19/2019	38174	CINTAS	\$ 430.10
07/05/2019	38153	HOME DEPOT	\$ 428.83
08/02/2019	ACH1753	IDEXX DISTRIBUTION INC	\$ 422.08
08/30/2019	38272	HOME DEPOT	\$ 410.01
07/19/2019	ACH1722	SUNSHINE ACE HARDWARE	\$ 408.27
07/19/2019	ACH1720	SHALINA ODEGARD	\$ 407.72
08/02/2019	ACH1732	AIR CENTERS-FLORIDA	\$ 400.00
08/02/2019	38223	Veritiv Corporation	\$ 391.43
07/05/2019	ACH1682	SARASOTA CHAMBER OF COMMERCE	\$ 382.00
08/16/2019	38253	Wyman Plumbing	\$ 378.32
08/16/2019	38232	DESOTO CO CHAMBER OF COMMERCE	\$ 375.00
08/02/2019	ACH1742	CINTAS FIRE 636525	\$ 372.00
07/05/2019	38144	BATTERIES PLUS BULBS #451	\$ 369.50
08/30/2019	38262	DMS-FINANCIAL MGMT SERVICES	\$ 356.79
07/05/2019	38149	DMS-FINANCIAL MGMT SERVICES	\$ 351.00

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

CHECK REGISTER: JULY & AUGUST 2019

By Amount Largest to Smallest

PUBLIC FUNDS INTEREST CHECKING (PNC)

Date	Document Number	Payee Name / Description	Amount
08/02/2019	38205	DMS-FINANCIAL MGMT SERVICES	\$ 342.50
08/16/2019	38242	Manatee County Utilities Department	\$ 337.65
07/05/2019	38155	Manatee County Utilities Department	\$ 323.30
08/30/2019	ACH1836	SUNSHINE ACE HARDWARE	\$ 322.65
08/02/2019	38214	Integrated Fire & Security Solutions, Inc	\$ 320.00
07/19/2019	38191	SPECIALTY PARTS	\$ 317.92
08/02/2019	ACH1733	Air Mechanical & Service Corp.	\$ 312.00
07/19/2019	ACH1709	FORD RITZ	\$ 310.28
08/02/2019	38226	WOMACK SANITATION INC.	\$ 298.00
08/16/2019	38241	Locher Environmental LLC	\$ 294.28
07/05/2019	38154	JET AUTO SERVICE	\$ 290.00
08/30/2019	38265	Fisher Scientific	\$ 285.58
08/16/2019	38230	CINTAS	\$ 278.28
08/02/2019	38213	HOME DEPOT	\$ 274.99
07/05/2019	ACH1658	AIRGAS USA, LLC	\$ 266.21
07/19/2019	38175	COLE-PARMER INSTRUMENT CO.	\$ 263.68
08/02/2019	ACH1750	HAWKINS, INC.	\$ 262.00
07/19/2019	ACH1725	UPS	\$ 260.74
08/16/2019	ACH1802	SUNSHINE ACE HARDWARE	\$ 260.55
07/19/2019	38173	CHENANGO SUPPLY CO., INC.	\$ 259.33
07/19/2019	ACH1724	TRULY NOLEN BRANCH 079	\$ 258.00
07/19/2019	38197	JAN-PRO OF MANASOTA	\$ 249.00
08/16/2019	38240	JAN-PRO OF MANASOTA	\$ 249.00
08/02/2019	38225	WM F. McDonough Plumbing Inc	\$ 244.00
08/16/2019	ACH1789	FEL-FT.MYERS WATERWORKS #127	\$ 241.90
07/05/2019	38143	AWWA	\$ 238.00
07/19/2019	38168	AWWA	\$ 238.00
08/30/2019	ACH1839	UPS	\$ 234.48
08/30/2019	38261	DESOTO AUTOMOTIVE ENTERPRISES INC	\$ 221.00
07/19/2019	ACH1710	FRONTIER COMMUNICATIONS	\$ 220.98
08/16/2019	ACH1791	FRONTIER COMMUNICATIONS	\$ 220.98
07/19/2019	ACH1697	BLUSITE SOLUTIONS OF SOUTHWEST FLORIDA	\$ 217.50
08/16/2019	ACH1781	BLUSITE SOLUTIONS OF SOUTHWEST FLORIDA	\$ 217.50
08/30/2019	38274	QUALITY STARTER & ALT SER INC.	\$ 212.90
07/19/2019	38166	ALL FLORIDA WATER-TAMPA	\$ 211.58
08/16/2019	38227	ALL FLORIDA WATER-TAMPA	\$ 211.58
08/02/2019	ACH1759	Jonathan Canfield (v)	\$ 200.00
08/30/2019	38273	PITNEY BOWES	\$ 200.00
08/16/2019	ACH1796	KEETON'S OFFICE & ART SUPPLY	\$ 198.47
07/05/2019	38165	Wyman Plumbing	\$ 192.00
07/05/2019	ACH1688	UPS	\$ 176.03
08/02/2019	38221	SUNBELT RENTALS	\$ 175.00
08/30/2019	ACH1807	Adobe Systems Inc	\$ 174.95
07/19/2019	38192	TRACTOR SUPPLY COMPANY CREDIT PLAN	\$ 165.16
08/16/2019	ACH1800	PRO-CHEM INC.	\$ 161.80
07/19/2019	38189	SMITH RANCH & GARDEN, INC.	\$ 160.85
08/16/2019	ACH1776	Air Mechanical & Service Corp.	\$ 156.00
08/16/2019	ACH1788	DONALD MORTON	\$ 150.00
08/02/2019	38219	SAM'S CLUB	\$ 146.84
08/02/2019	ACH1748	ENVIRONMENTAL EXPRESS INC.	\$ 139.39
08/30/2019	ACH1834	SAMUEL STONE	\$ 130.18
08/02/2019	ACH1771	SUNSHINE ACE HARDWARE	\$ 130.00
08/02/2019	ACH1745	DONALD MORTON	\$ 125.00
08/30/2019	ACH1808	Agilent Technologies Inc	\$ 116.00
07/05/2019	ACH1668	Earle Chaffee (V)	\$ 116.00
07/05/2019	38163	UPS SUPPLY CHAIN SOLUTIONS, INC.	\$ 115.10
07/05/2019	38141	ALL FLORIDA WATER-TAMPA	\$ 115.00
07/05/2019	38156	NELAC INSTITUTE	\$ 115.00
07/05/2019	ACH1687	TIM PITTMAN	\$ 107.00
08/02/2019	ACH1768	Richard Florit (V)	\$ 100.00
08/02/2019	38212	HERALD TRIBUNE	\$ 99.00
07/05/2019	38158	SARASOTA HERALD TRIBUNE	\$ 99.00
08/16/2019	ACH1803	UPS	\$ 92.15
07/19/2019	38184	NaturZone Pest Control	\$ 76.00
08/16/2019	38244	NaturZone Pest Control	\$ 76.00
08/02/2019	ACH1738	ATIS Elevator Inspections, LLC	\$ 75.00

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**CHECK REGISTER: JULY & AUGUST 2019****By Amount Largest to Smallest****PUBLIC FUNDS INTEREST CHECKING (PNC)**

Date	Document Number	Payee Name / Description	Amount
07/05/2019	38162	THE SUN	\$ 62.92
08/02/2019	38222	THE SUN	\$ 61.49
08/30/2019	ACH1812	AIRGAS USA, LLC	\$ 59.83
08/02/2019	ACH1735	AIRGAS USA, LLC	\$ 58.63
08/30/2019	38256	Braden River Utilities, LLC	\$ 53.49
08/02/2019	ACH1772	SUNSHINE STATE ONE CALL OF FL, INC.	\$ 50.27
08/30/2019	ACH1837	SUNSHINE STATE ONE CALL OF FL, INC.	\$ 50.27
07/05/2019	ACH1685	SUNSHINE STATE ONE CALL OF FL, INC.	\$ 49.01
08/02/2019	ACH1774	UPS	\$ 44.10
08/02/2019	ACH1730	ADVANTAGE CARE INC.	\$ 40.00
08/16/2019	38239	HOME DEPOT	\$ 39.98
08/02/2019	38201	CHENANGO SUPPLY CO., INC.	\$ 39.90
08/30/2019	38277	SAM'S CLUB	\$ 38.46
08/02/2019	38202	COLE-PARMER INSTRUMENT CO.	\$ 28.93
07/19/2019	38188	SHIPPING POST	\$ 26.66
08/16/2019	38248	SHIPPING POST	\$ 26.66
07/19/2019	38169	Braden River Utilities, LLC	\$ 24.69
07/19/2019	ACH1719	Rob Wilson	\$ 21.39
08/30/2019	38270	GOODYEAR AUTO SERVICE CENTER	\$ 21.35
08/16/2019	38247	SAM'S CLUB	\$ 20.36
07/19/2019	ACH1705	Daniel J Roberts (V)	\$ 16.00
07/19/2019	38195	VERIZON WIRELESS	\$ 14.73
08/30/2019	38279	VERIZON WIRELESS	\$ 14.53
07/05/2019	ACH1684	SUNSHINE ACE HARDWARE	\$ 10.98
08/30/2019	38266	FLORIDA DEPARTMENT OF STATE	\$ 8.40
Total			4,457,915.52

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
CHECK REGISTER: JULY & AUGUST 2019

CONSTRUCTION CHECKING (PNC)

Date	Document Number	Payee Name / Description	Amount
07/05/2019	2767	Longino Ranch Inc	\$ 1,100.00
07/05/2019	2768	Sarasota County Environmental Protection	\$ 8,600.00
07/05/2019	CACH52	AECOM TECHNICAL SERVICES, INC.	\$ 37,318.00
07/05/2019	CACH53	KING ENGINEERING ASSOCIATES INC	\$ 58,433.00
07/05/2019	CACH54	Reynolds Construction LLC	\$ 522,450.00
07/19/2019	CACH55	Manson Bolves Donaldson Varn PA	\$ 1,530.00
08/02/2019	CACH56	AECOM TECHNICAL SERVICES, INC.	\$ 19,413.00
08/02/2019	CACH57	KING ENGINEERING ASSOCIATES INC	\$ 10,285.75
08/02/2019	CACH58	L. Cobb Construction, Inc	\$ 447,813.62
08/16/2019	CACH59	KING ENGINEERING ASSOCIATES INC	\$ 59,114.85
08/16/2019	CACH60	Reynolds Construction LLC	\$ 1,287,706.01
08/30/2019	CACH61	AECOM TECHNICAL SERVICES, INC.	\$ 12,759.00
08/30/2019	CACH62	KING ENGINEERING ASSOCIATES INC	\$ 70,062.83
Total			\$ 2,536,586.06

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**CHECK REGISTER: JULY & AUGUST 2019****Alphabetically by Vendor****CONSTRUCTION CHECKING (PNC)**

Date	Document Number	Payee Name / Description	Amount
07/05/2019	2767	Longino Ranch Inc	\$ 1,100.00
07/05/2019	2768	Sarasota County Environmental Protection	\$ 8,600.00
07/05/2019	CACH52	AECOM TECHNICAL SERVICES, INC.	\$ 37,318.00
07/05/2019	CACH53	KING ENGINEERING ASSOCIATES INC	\$ 58,433.00
07/05/2019	CACH54	Reynolds Construction LLC	\$ 522,450.00
07/19/2019	CACH55	Manson Bolves Donaldson Varn PA	\$ 1,530.00
08/02/2019	CACH56	AECOM TECHNICAL SERVICES, INC.	\$ 19,413.00
08/02/2019	CACH57	KING ENGINEERING ASSOCIATES INC	\$ 10,285.75
08/02/2019	CACH58	L. Cobb Construction, Inc	\$ 447,813.62
08/16/2019	CACH59	KING ENGINEERING ASSOCIATES INC	\$ 59,114.85
08/16/2019	CACH60	Reynolds Construction LLC	\$ 1,287,706.01
08/30/2019	CACH61	AECOM TECHNICAL SERVICES, INC.	\$ 12,759.00
08/30/2019	CACH62	KING ENGINEERING ASSOCIATES INC	\$ 70,062.83
Total			\$ 2,536,586.06

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**CHECK REGISTER: JULY & AUGUST 2019****Alphabetically by Vendor****CONSTRUCTION CHECKING (PNC)**

Date	Document Number	Payee Name / Description	Amount
08/16/2019	CACH60	Reynolds Construction LLC	\$ 1,287,706.01
07/05/2019	CACH54	Reynolds Construction LLC	\$ 522,450.00
08/02/2019	CACH58	L. Cobb Construction, Inc	\$ 447,813.62
08/30/2019	CACH62	KING ENGINEERING ASSOCIATES INC	\$ 70,062.83
08/16/2019	CACH59	KING ENGINEERING ASSOCIATES INC	\$ 59,114.85
07/05/2019	CACH53	KING ENGINEERING ASSOCIATES INC	\$ 58,433.00
07/05/2019	CACH52	AECOM TECHNICAL SERVICES, INC.	\$ 37,318.00
08/02/2019	CACH56	AECOM TECHNICAL SERVICES, INC.	\$ 19,413.00
08/30/2019	CACH61	AECOM TECHNICAL SERVICES, INC.	\$ 12,759.00
08/02/2019	CACH57	KING ENGINEERING ASSOCIATES INC	\$ 10,285.75
07/05/2019	2768	Sarasota County Environmental Protection	\$ 8,600.00
07/19/2019	CACH55	Manson Bolves Donaldson Varn PA	\$ 1,530.00
07/05/2019	2767	Longino Ranch Inc	\$ 1,100.00
Total			\$ 2,536,586.06

***PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
October 2, 2019***

**ROUTINE STATUS REPORTS
ITEM 3**

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: October 2, 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.

The horizontal directional drill and pullback of the water pipeline under Shell Creek was completed on July 8th. Approximately 3,500-ft of 30-inch (outside diameter) high density polyethylene (HDPE) was pulled into place, upland to upland, to avoid environmentally sensitive areas.

To date the Contractor has installed approximately 4,400-lf of 24-inch, ductile iron pipe (DIP). During July and August above average rainfall was recorded on the project site resulting in areas along the pipe path with compaction and restoration deficient sections. The Contractor is currently addressing these areas. Change Order No. 1 for rain delays was prepared. If approved by the Board, Change Order No. 1, will extent the Project Schedule by 30-calendar days.

Project photographs.



Gopher tortoises being relocated.



Horizontal Directional Drill Rig



HDPE pipe fused and ready for
Pullback on north side of Shell
Creek, July 6, 2019



Drill Rod attached to pulling head on HDPE pipe for
Pullback - north side of Shell Creek – July 7, 2019



3,500-lf Pullback completed July 8, 2019
South side of Shell Creek

Project History Briefing

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

Date: October 2, 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 May 10, 2016, a Project Progress meeting was held with the Desoto County at the South Booster Station/Project Prairie site. The meeting was attended by Desoto County, King, and Authority staff. The group toured the site including the pump building, yard piping routes, and meter assemblies. Desoto County described how water flow is control at the Booster Station. Phase 1 yard-piping, meters and telemetry alternatives as well as potential site locations for new meter assemblies were discussed.

Also on May 10, 2016 a Project Progress meeting was held with Punta Gorda at the Shell Creek Water Treatment Plant. The meeting was attended by Punta Gorda, King and

Authority staff. Phase 1 connection points at the Plant, metering, and telemetry were discussed. Coordination between the Phase 1 and the City's RO Plant construction schedules were also discussed. The group toured the Shell Creek reservoir and dam. King explained alternate construction methods for crossing Shell Creek that are being evaluated. The City plans to implement and operate Phase 1 flow control set points similar to the current Phase 1A flow control scheme.

- June/July 2016 - On June 23, 2016, a Project Progress Meeting was held. The meeting was attended by the City of Punta Gorda, Desoto County, SWFWMD, King and Authority staff. Items discussed included:
 1. Status of Preliminary Engineering Effort
 2. Pipeline Hydraulics, including City, and County demands and delivery points. An interim connection at Shell Creek was discussed since the Phase 1 Interconnect is scheduled to be completed prior to the Shell Creek RO Facility.
 3. Status of Route Evaluations; discussions focused on Phase 1 Interconnect Routes evaluated in the 2006 Routing Study (4-Routes) and a new Route 5, per King.
 4. Discussions/concerns regarding the Hendrickson Dam embankments, including embankment geotechnical issues that occurred during the 2009 Dam Improvements Project.
 5. Pros and cons for pipe crossing methods/locations @ Shell Creek.
 6. Land Requirements for the new Route 5 (west of the Hendrickson Dam) adjacent to the FPL ROW.
 7. Next period King will complete the Route Evaluation which includes re-evaluation of 4-routes from the 2006 Regional Integrated Loop System Feasibility/Routing Study and Route-5 per King.
 8. A Public Meeting for the Phase 1 Interconnect will be schedule in early August.
 9. Development of the Basis of Design Report by King is on schedule and on budget.

- August/Sept. 2016 - On August 11, 2016, a Project Information Meeting was held at the Laishley Park Municipal Marina in Punta Gorda from 6:00pm to 8:00pm. In addition to private citizens, the meeting was attended by the City of Punta Gorda, Charlotte County, SWFWMD, King and Authority staff. Three potential routes, Route 1, Route 2 and Route 5, were shown on poster boards and discussed with attendees. Private citizens were provided with comment cards and asked to provide a preference ranking of the routes.

Poster boards regarding, how the Phase 1 pipeline fits into the Authority's Regional Vision for transmission mains to interconnect water treatment plants, project goals, funding sources, construction methods for crossing Shell Creek and Schedule were also shown and discussed with attendees.

The Project Information Meeting was advertised in local papers and over 250 letters of invitation were sent out to residents and businesses along prospective routes, and to Local and State government officials.

On August 17, 2016 an Operations Coordination Meeting was held with the City of Punta Gorda to discuss operations, meter configurations and instrumentation, residuals and connection points for the Phase 1 Interconnect at the Shell Creek Water Treatment Plant.

Much of the meeting focused on interim operation of the Phase 1 Interconnect prior to the City's Reverse Osmosis Treatment Plant coming on line. The meeting was attended by King, City and Authority staff.

On September 15, 2016 an Operations Coordination Meeting was held with Desoto County to review the status of the Phase 1 Project with the County and to discuss future operations, meter configurations, instrumentation and connection points for the Phase 1 Interconnect at the County's Project Prairie facility.

The Authority is currently reviewing draft sections of the Basis of Design report. King Engineering Associates continues to evaluate pipeline routes, and develop preliminary design requirements and Opinion of Probable Construction Costs for each prospective pipeline route.

- Oct./Nov. 2016 - On September 26th King submitted the preliminary draft of the Basis of Design Report (BODR) to the Authority. The Authority reviewed and forwarded comments to King on October 6th. The preliminary draft BODR did not include results for soil borings in Shell Creek at the proposed Route 2 and Route 5 creek crossings as discussed below. Per the preliminary draft BODR, Route 2 is now proposed to cross downstream of the Hendrickson Dam (previously it was going to cross upstream of the Dam). The Route 2 Shell Creek crossing by horizontal directional drill was moved downstream because it is shorter/less expensive.

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

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

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

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

- Dec. 2016 & Jan. 2017 - At the December 7, 2016 Board Meeting, King presented the Phase 1 Interconnect, final draft Basis of Design Report (BODR). Three routes were assessed by King during preliminary engineering. King recommended Route 2, which follows the

original Phase 1 Interconnect Route from the 2006 60%-complete Phase 1 Design Build Project, with the following exceptions:

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

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

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

- February & March 2017 - The Board approved King's Work Order 2 for 'Design, Permitting and Bid Phase Services at the February 1, 2017 Board Meeting. King was issued the Notice-To-Proceed for Work Order 2 on February 10th. A Kickoff Meeting for the Design Phase was held on February 15th.

On March 1st a meeting was held with King, the Authority and the president of the Three Rivers Home Owners Association to discuss the proposed horizontal direction drilling (HDD) alignment at Shell Creek. The Three Rivers HOA does not have any issues with the proposed HDD alignment passing under the HOA's boat ramp property located on the north side shore of Shell Creek, downstream of the Hendrickson Dam. Additionally, King has been in communication with private property owners along the proposed (HDD) route at Shell Creek where easements may be required.

On March 6th an Operations Coordination meeting was held with the City of Punta Gorda at the Shell Creek Facility (SCF). Discussions focused on the Phase 1 Interconnect connection at the SCF, use of proposed pumps in the existing clear well to be dedicated to the Phase 1 Interconnect (for pumping flows south to north), communications from the new meter station to the SCF via fiber, and power for the new meter station.

- In March geotechnical boring were performed in and around Shell Creek for the proposed horizontal direction drilling subaqueous crossing of Shell Creek. The dam transects survey for the HDD alignment was also completed. Identification, collection of information and

survey of environmental sensitive areas is underway for permitting in the vicinity of Shell Creek.

During this period King has completed the majority of the topo survey of the Phase 1 Interconnect alignment. King provided proposed plan drawings of the alignment to other utility providers along the Phase 1 route to coordinate and identify potential infrastructure conflicts. The Project design drawings are 30% +/- complete. Currently, the Project is on time and on budget.

- April & May 2017 - Project Progress Meetings were held on April 25th and May 10th and attended by King the Authority, SWFWMD (April) and the City of Punta Gorda (April). Geotechnical Work for the Shell Creek Horizontal Direction Drilling (HDD) crossing was completed in May. King is currently refining the HDD alignment across Shell Creek. When the HDD alignment is selected, a bathymetric survey of the proposed alignment and the mean high water survey will be performed.

King's land agent met with property owners and representatives of the Three Rivers Home Owners Association on May 16th to discuss potential easements for the Phase 1 Pipeline alignment/HDD at Shell Creek.

King and the Authority met with the FDEP regarding pre-application for the Environmental Resources Permit (ERP) on May 16th. On May 24rd King and the Authority met with the U.S. Army Corps of Engineering (ACOE) regarding pre-application for the ACOE Permit for the entire proposed pipeline alignment.

This period topographic survey for the Phase 1 Interconnect alignment was completed. Survey of subsurface utilities, was also completed. Additionally, survey of environmental sensitive areas for permitting was completed. King submitted proposed design drawing for the pipeline route with profiles. The project design drawings are 50% +/- complete. Currently the project is on budget and schedule.

- June & July 2017 - On June 20th a Project Progress Meetings was held and attended by King the Authority and SWFWMD. King reviewed pipeline plan and profile, and meter station progress, drawings. Engineering evaluations regarding pipe selection (wall thickness and corrosion control) were discussed. Additionally, the proposed table of contents for Project Specifications was reviewed.

On April 10th the Authority requested an Amendment to the SWFWMD Cooperative Funding Agreement (CFA) to the revise the Contract Period Schedule. On June 13th SWFWMD returned the Amendment to the Agreement for signature by the Authority. The Authority returned signed the Amendment to SWFWMD on June 19th.

The draft USACOE permit and FDEP ERP permits have been drafted by King sub-consultants and are under review by King Engineering.

This period the Tidal Study at Shell Creek was accepted by the FDEP (May 23, 2017). King

has also completed the Bathymetric Survey for the proposed Horizontal Directional Drilling (HDD) alignment across Shell Creek.

On June 12th, King and their Land Agent (FLAA) and the Authority met with General Counsel/Manson Bolves Donaldson P.A. to discuss property procurement for the pipeline alignment at Shell Creek. Easement documents, and legal descriptions and sketches, are being developed.

The Phase 1 Project design is approximately 60% complete. The Project is currently on budget and schedule.

- August & September 2017 - On August 11, 2017 a Project Progress Meetings was held and attended by King and the Authority to discuss operations parameters for the Phase 1 Interconnect. Meetings are scheduled with the City of Punta Gorda and Desoto County to discuss control strategies at the Shell Creek Water Treatment Plant and the Desoto County South Booster Station for inclusion in Kings 60% design submittal.

The USACOE permit application was submitted on September 5, 2017. The Florida Department of Transportation permit application for the Phase 1 alignment will be submitted in early October. The Florida Department of Environmental Conservation Environmental Resources Permit (ERP) is on schedule to be submitted subsequent to the 90% design in December 2017.

Sketches and legal descriptions have been completed for all property owners along the Horizontal Direction Drilling (HDD) alignment on both sides of Shell Creek. Estimated costs for permanent and temporary utility easements have been established for discussion with the property owners. Currently the Authority and General Counsel (Manson, Bolves, Donaldson, P.A.) and King are coordinating to secure easements on private property under Shell Creek and on state owned submerged lands as required to obtain the Sovereignty Submerged Lands easement (SSL). The bathymetric survey for the HDD alignment will be scheduled subsequent to obtaining private property easements and the state SSL easement at Shell Creek.

King submitted the 60% design (drawing, specifications and revised opinion of construction cost) to the Authority for review. The project and is currently on budget and schedule.

- October & November 2017 – On September 27, 2017 an Operations Coordination meeting was held with the City of Punta Gorda to discuss the Meter Station control valve, and valving that will be installed on the Shell Creek WTP site. On October 3, 2017 the 60% design was submitted to the FDEP, which was subsequently was found to be acceptable by the FDEP. On October 5, 2017 the 60% design was submitted to the SWFWMD which was subsequently found to be acceptable. On October 24, 2017 the 60% design meeting was held with King and the Authority. On October 31, 2017 King submitted the Pipe Wall Thickness Memo for the Phase 1 pipeline. King also completed the bathymetric survey for the Shell Creek HDD crossing in October.

On November 21, 2017 King submitted the FDOT Permit Application for Phase 1. Property acquisition work continued. The FDOT Permit application was submitted. The FDEP ERP application is anticipated to be submitted in December. King is currently developing the 90% design submittal. The project is on schedule and on budget.

- December 2017 & January 2018 – On December 5, 2017 a meeting was held with Charlotte County Public Works to discuss Right-of-Way Permitting requirements for the Phase 1 Project. On December 13, 2017 King submitted the 90% Design Documents which were distributed to the SWFWMD, FDEP, City of Punta Gorda and Desoto County. King also completed hydraulic and transient modeling for the Phase 1 Interconnect. On December 28, 2017 the Environmental Resource Permit application was submitted to the FDEP. The Application included the Application for Authorization to Use State-Owned Submerged Lands at the Shell Creek crossing. All above permit application are under review by the respective agencies. The Gopher Tortoise Relocation Permit Application is anticipated to be submitted to the Florida Fish and Wildlife Conservation Commission in February. The Phase 1 Interconnect Project is on schedule and on budget
- February and March 2018 – King submitted the Phase 1 Interconnect 90% Design Documents on December 13, 2017. A Project Progress Meeting was held with King Engineering on February 12, 2018 to review the updated 90% Design Documents and to discuss permitting and land acquisition status.

On February 9, 2018 the Authority advertised Request(s) for Statement of Qualifications (RFSOQs) for Phase 1 Prime Contractors and Phase 1 Horizontal Directional Drilling (HDD) Subcontractors. The RFSOQs were advertised in local newspapers and posted on the Authority Web Page. On February 23, 2018 the Authority held a meeting with King Engineering to review and discuss Contractor written questions and Authority responses, regarding the RFSOQs. Two addendums for the RFSOQs were posted on the Authority Web Page on February 16, 2018 and February 27, 2018. The Authority received seven SOQs for Prime Contractors and five SOQs for HDD Subcontractors by the March 12, 2018, 2:00pm deadline. From March 12-19 SOQ submittals were evaluated. On March 15, 2018 King and the Authority met to discuss Contractor SOQs. King submitted a Memorandum on Contractor Prequalification in recommendations on March 19th. On March 20, 2018 the Authority posted a Notice-of-Intended-Decision on prequalified Prime Contractors and HDD Subcontractors on the Authority website.

The Application for the FDEP Environmental Resource Permit/State Owned Submerged Lands (SSL Easement) was submitted to the FDEP by King Engineering on December 28, 2017. To date the following actions have been taken:

- February 16, 2018 the FDEP Posted Permit 359802-001 on the FDEP Web Page.
- February 20, 2018 and March 1, 2018 King and the Authority held conference calls to discuss responses and clarifications of the posted permit
- March 1, 2018 King posted permit responses/clarifications on the FDEP Web Page
- March 1, 2018 the FDEP responded that a permit modification was required to address the HDD subaqueous route at Shell Creek.

- March 6, 2018 King and the Authority's Attorney held a conference call with the FDEP to discuss the Sovereignty Submerged Lands (SSL) Authorization associated with the Permit.
- March 7, 2018 King submitted /posted the permit modification application.
- March 9, 2018 FDEP noticed that they were in receipt of the permit modification application (359802-002) and the modification is under review.

The FDEP ERP 359802-002 is anticipated to be received by April 1, 2018.

The Phase 1 Gopher Tortoise Permit No. GTC-18-00072 was issued to the Authority on March 20, 2018.

The FDOT permit application (assigned Permit No. 2017-H-197-8) is still under review. We anticipated receiving the permit by May 1, 2018.

The Smith Property - Temporary Construction Easement, and Smith Property - Non-Exclusive Waterline Easement, were recorded in Charlotte County on March 7, 2018. King Engineering is currently having the remaining Phase 1 Interconnect easements (9) appraised for upcoming negotiations with property owners for prospective easements.

On March 21, 2018 a coordination meeting was held with King, the City of Punta Gorda and the Authority at the Shell Creek Water Treatment Plant (SCWTP) to discuss flushing and disinfection of the proposed Phase 1 Interconnect from the south side of Shell Creek to the SCWTP. The Phase 1 Interconnect Project is on schedule and budget.

- April and May 2018 – On April 4, 2018 the Board approved Contractors who prequalified based on review of their Statements-of-Qualification by King and the Authority. This included 6-Prime Contractors and 5-HDD Subcontractors.
 - Prime Contractors included: Felix Associates, Garney Construction, Metro Equipment Service, Reynolds Construction, Westra Construction, and Woodruff and Sons.
 - HDD Subcontractors included: Atlas Trenchless, DBE Utilities, ECI Drilling, MAXX HDD, and TB Landmark.

During April the Appraiser for King completed appraisals 6-easements. Subsequent to obtaining the appraisals Statement of Offer Packages were transmitted to 5-property owners for easements along the Phase 1 Pipeline alignment. On April 4th a meeting was held with King, Authority Attorneys (teleconference) and the Property Appraiser. On April 9th a meeting was held with King and FLAA (Land Agent) to discuss easements. On May 3, 2018 a meeting was held with King (teleconference) and Authority Attorneys to discuss strategies for obtaining required easements.

On April 13th the Drinking Water General Permit application was submitted to the FDEP. The FDEP reviewed and stated that a Drinking Water Specific Permit was required for the Phase 1 Project. On April 18th the Drinking Water Specific Permit application was submitted to the FDEP.

Phase 1 Permits to Date:

- Gopher Tortoise permit issued March 20, 2018
- USACOE permit issued March 28, 2018
- FDOT Permit issued April 11, 2018
- FDEP ERP/SSL –May 2018
- FDEP Drinking Water Specific Permit – May 2018

King submitted a Flushing and Disinfection Memo for the Phase 1 Interconnect on April 17, 2018.

The FDEP ERP 359802-002 is anticipated to be noticed in early May.

Property Acquisition / Easements

All property owners along the Phase 1 Interconnect alignment have been contacted.

- South Side of Shell Creek – easements have been obtained
- Shell Creek (properties in water) – Two property owners have been sent Statement Offer Packages
- North Side of Shell Creek – Three property owners have been sent Statement Offer Packages
- Desoto County – One easement, anticipated to be obtained in May.

The Phase 1 Interconnect Project is on schedule and budget. The Authority continues good faith negotiations with property owners for easements.

- June and July 2018

Permits:

On May 14, 2018 the FDEP ERP was advertised for Notice for 14-days. On May 28, 2018 the FDEP ERP was obtained by the Authority. On May 25, 2018 the FDEP Drinking Water Specific Permit was obtained by the Authority. Permits required to be obtained by the Owner have been acquired. These include the FDOT, FDEP ERP, FDEP Drinking Water, USACOE, and Gopher Tortoise, permits.

Easements and Property:

On May 30, 2018 a conference call was held with the Authority, King and Manson Group to discuss strategies to obtain easements. The Authority continues good faith negotiations with two property owners for easements. On June 22, 2018 Eminent Domain proceedings for easement takings, on four properties, were filed with the Circuit Court of Charlotte County. The Berkman Land Trust offered to sell two land parcels in lieu of selling an easement. These parcels are located on the north side of Shell Creek on both the west (pipeline alignment) and on the east side of the City Punta Gorda Reservoir dam. Both parcels are adjacent to the dam, the west parcel includes approximately 40 acres and the east parcel includes approximately 17 acres

Bidding Documents:

King Engineering submitted the Phase 1 Project draft Bidding Specifications to the Authority on June 8, 2018, and are currently under review by the Authority.

Schedule:

The Authority currently anticipates bidding the Phase 1 Project in mid-September and taking the Construction Contract and the Engineer's Work Order for Construction Phase Services to

the Board in December for approval. The Phase 1 Interconnect Project is on schedule, pending favorable easements acquisition, and on budget.

- August and September 2018

Easements and Property:

On August 23, 2018 a site visit /meeting regarding (Shell Creek Crossing) properties was conducted with the Authority Attorney to discuss outstanding easements.

Due to title complications with the Berkman Land Trust parcel on the east side of the Punta Gorda Reservoir Dam the Authority is only pursuing the purchase of the Land Trust parcel on the west side of the dam which coincides with the Phase 1 Pipeline alignment. On June 22nd Eminent Domain proceedings for easement takings, on four properties were filed with the Circuit Court of Charlotte County. The Authority continues good faith negotiations with these property owners.

Bidding Documents:

King Engineering submitted the Phase 1 Project draft Final Bidding Documents to the Authority on September 4, 2018. Documents are currently under review by the Authority.

Permit Summary

The following permits have been obtained for the Phase 1 Interconnect - FDEP-ERP, FDOT Utility Permit, USACOE Nationwide-12, FWC Gopher Tortoise, and FDEP Permit to Construct Drinking Water System.

SWFWMD:

On August 15, 2018 the Authority requested a Second Amendment to the funding Agreement No. 15C00000052.

Schedule:

The Authority currently anticipates soliciting bids from pre-qualified contractors this fall and award of the Construction Contract, and the Engineer's Work Order for Construction Phase Engineering Services, late this CY or early CY 2019.

- October and November 2018

Easements and Property:

On June 22nd Eminent Domain proceedings for easement takings, on four properties were filed with the Circuit Court of Charlotte County, Case No. 2018-CA-000581. The Authority anticipates reaching negotiated settlements for these properties, via Stipulated Order of Takings – Final Judgement in CY 2018. The Stipulated Settlements include three (3) Permanent Utility Easements and three (3) Temporary Construction Easements collectively. Based upon a favorable outcome, this will finalize property acquisition for the Project. The total cost (including filing fees) for the easements in Case No. 2018-CS-000581 has been negotiated for \$171,717.50.

The land purchase (Pin#402420151002 approximately 40-acres) from Jackowitz and Berkman Land Trust, for \$10,000, in lieu of a Permanent Utility Easement parcel purchase was recorded with Charlotte County on October 11, 2018. The parcel purchase for a Permanent Utility Easement from Walmart Stores was recorded in Desoto County on October 17, 2018. The purchase cost is \$2,600.

Bid Phase:

King Engineering submitted the Phase 1 Project Final Bidding Documents to the Authority on October 1, 2018. On October 4, 2018 Bid were solicited from pre-qualified bidders. The Mandatory Pre-Bid Meeting was held on October 11, 2018. On October 25 Addendum 1 was posted on the Authority web page. The Bid Opening was held on November 7, 2018, five of the six pre-qualified bidders' submitted bids. The apparent low bid was submitted by Reynolds Construction with a bid price of \$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.

- April and May 2019

Construction Phase Meetings:

Regularly scheduled Project Progress Meeting were held every 2-weeks and attended by Reynolds Construction, King Engineering, the Authority and SWFWMD. On April 11, 2019 Reynolds held a Horizontal Directional Drilling (HDD) Pre-Task meeting including the HDD subcontractor, MAXX.

Environmental Services:

The Engineer conducted the Gopher Tortoise preconstruction inspection during April. Four Gopher Tortoises have been relocated to an offsite reservation. The Engineer also held an Eastern Indigo Snake/Endangered species Educational Meeting on April 26, 2019, attended by the Contractor, Subcontractors, and King and Authority field staff.

Construction:

Contractor surveyed the pipeline alignment along US-17 (north end of alignment), mobilized their pipe crews, equipment, and staged initial pipe deliveries. Reynolds began installation of the pipe during the week of May 13, 2019.

Submittals for the HDD Work have been approved by King Engineering and HDD equipment was mobilized, and tested. The HDD alignment was surveyed, and steering head guidance wires were installed. During the week of May 6, 2019 the Contractor calibrated the drill head, installed vibration monitoring equipment on the Shell Creek Reservoir Dam and began drilling the borehole. To date (May 13) the Contractor has drilled approximately 1400-lf of the borehole at the Shell Creek crossing. The Phase 1 is scheduled for completion in the spring of 2020 and is within budget.

- June and July 2019

Construction Phase Meetings:

Regularly scheduled Project Progress Meetings were held every 2-weeks and attended by Reynolds Construction (General Contractor), King Engineering, the Authority, SWFWMD and MAXX HDD (Horizontal Directional Drilling (HDD) Subcontractor).

Environmental Services:

To date, a total of eight Gopher Tortoises have been removed and relocated to an offsite reservation. During drilling operations the Contractor monitored Shell Creek in boats and from the shore for inadvertent returns. There were no occurrences in Shell Creek.

Construction:

Reynolds continues to install 24-inch diameter ductile iron pipe (DIP) along US-17. To date Reynolds has installed approximately 2,500-lf of pipe. Reynolds is restoring the pipeline path on a continuous basis including fine grading and sod placement. King Engineering has been conducting geotechnical testing (for compaction) as specified in the Contract

Documents.

HDD Under Shell Creek:

MAXX mobilized to the drill site on April 23, 2019. They completed the borehole drill (initial drill 10.5-inch diameter) on May 18th. On June 3rd they completed the first ream pass (24-inch diameter), a 36-inch ream on June 18th and final ream (42-inch) on June 30, 2019. On July 6th, Reynolds completed the fusion of 3,500-ft of 30-inch (outside diameter) high density polyethylene (HDPE) pipe, performed low pressure air tests on the pipe subsequent to fusing, and staged the pipe on rollers in preparation for the pullback of the pipe into the borehole by MAXX. MAXX completed two swab passes (to remove loose sand) of the borehole on July 6th. The pullback was started on July 7th and completed July 8th. Currently MAXX and Reynolds are restoring the Work areas on the north and south sides of Shell Creek. The Phase 1 is scheduled for completion in the spring of 2020 and is within budget.

- August and September 2019
Construction Phase Meetings:
Regularly scheduled Project Progress Meeting were held every 2-weeks and attended by Reynolds Construction, Ardurra (fka King), the Authority, and SWFWMD.

Change Order 1 (CO1)

Rainfall was above average during July and August. A meeting was held on August 21, 2019 to discuss unforeseen weather delays due to the abnormally wet conditions. Subsequently, CO1 was prepared for agreed upon delays. If approved by the Board, CO1 will provide the Contractor with 30-calendar days (14 days in July, & 16 days in August). This will extend the Substantial Completion and Final Completion dates to April 23, 2020 and May 23, 2020 respectively. Rainfall for July 2019 and August 2019 was 26.9 inches, 10.7 inches above the normal average of 16.2 inches for July and August.

During this period, Reynolds continued to install 24-inch diameter ductile iron pipe (DIP) along US -17. The total installed during the Project through September 5th is approximately 4,400-lf (station 56+25). Wet conditions have resulted in, shutdowns, dewatering issues, compaction, grading and restoration deficiencies. On August 15th Reynolds decided to suspend pipe installation (due to wet conditions) and resumed on August 26th. Due to the Governor's declared, State of Emergency for Hurricane Dorian, Work was not allowed along US-17 from August 30th until September 4th. At the end of the workday on September 5th, Reynolds decided to stop installation of pipe beyond station 56+25 and to go back and repair deficiencies and complete restoration up to that station. Reynolds anticipates completion of the restoration Work by the end of September or mobilizing a second crew in the near future to complete the restoration. Currently the Contractor's schedule reflects being 1-month behind schedule prior to the pending CO1.

The Phase 1 Interconnect Pipeline is scheduled for completion in the spring of 2020 and is within budget.

PHASE 1 CONCEPTUAL ROUTE



***PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
October 2, 2019***

**ROUTINE STATUS REPORTS
ITEM 4**

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: October 2, 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 as part of the regional integrated loop system.

Current status

The project was bid on May 14, 2019 and four timely bids were received on June 26, 2019 from pre-qualified contractors. Engineer's Estimate for construction was \$13,220,000. Bids ranged from \$12,092,815 to \$15,571,092.87. Lowest bid was received from Garney Companies, Inc. at \$12,092,815. The construction contract and the engineer's construction phase services work order were both approved through Board action at the July 31, 2019 Board meeting. Two preliminary coordination meetings were held with County departments (Solid Waste on August 6, 2019 and Stormwater on August 29, 2019) and the project kickoff meeting was held on September 5, 2019.

The project team is reviewing the tentative project schedule and the preliminary schedule of submittals. Considering the long lead time for 48-inch diameter steel pipe fabrication, the contractor requested accelerated approval of pipe material submittals. The engineer has

cooperated with them and pipe deliveries are anticipated by mid-January 2020. The project team is focused on preliminary matters such as protocols, procedures, key contacts and setting up staging and office areas. It is not anticipated that there will be field offices onsite for at least 60 days. However, the County's Solid Waste Department has generously offered the use of their conference room until the construction trailers can be prepared.

Project History Briefing

Project: Phase 3B Regional Interconnect Pipeline Project

Date: October 2, 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.
- May 14, 2019 Project is advertised. Here is a synopsis of relevant dates:
 - May 14th - Advertisement
 - May 31st - Mandatory Pre-Bid Meeting
 - June 14th – Deadline for Questions
 - June 26th – Bid Opening
- June 26, 2019 Four bids received ranging from a low of \$12,092,815 to a high of \$15,571,092.87.
- July 3, 2019 Engineer of record has reviewed the bids and recommends low bidder, Garney Companies, Inc. of Winter Garden, FL.
- July 9, 2019 Authority posts Notice of Intended Decision.
- July 11, 2019 Authority project staff met with Sarasota County staff on June 13, 2019 to discuss clearing and disinfection coordination for the Phase 3B Interconnect and the County's 30-inch diameter pipeline project from Clark Road to Pump Station 5. Four project bids received from pre-qualified contractors on June 26, 2019. Low bid of \$12,092,815 was submitted by Garney Companies Inc. is advertised.
- July 31, 2019 Authority Board of Directors awards construction contract for Phase 3B Regional Interconnect Project to Garney Companies, Inc for a cost not-to-exceed \$12,092,815. Authority Board of Directors also awards a Construction Phase Services work order to

the engineer-of-record, Ardurra for an amount not-to-exceed \$1,355,508.

- August 6, 2019 Project team meets with Sarasota County Solid Waste Department to cover site access expectations and procedures.
- August 29, 2019 Project team meets with Sarasota County Stormwater Department to cover utility conflict concerns and coordination issues.
- September 5, 2019 Project kickoff meeting conducted at the Sarasota County Central Solid Waste Disposal Complex. Attendees included member sof Authority staff, Sarasota County staff, the engineer Ardurra, the contractor Garney and the Southwest Florida Water Management District.

***PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
October 2, 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: October 2, 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-permitted 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 is complete. In July 2018 Authority staff received approval from the Board to proceed with permitting effort for partially treated water for ASR on wellfield 2. 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. In November phone discussion, FDEP staff indicated that the application is complete and evaluation is continuing. Phone discussions with FDEP staff in January and June 2019 indicate agency action on the permit application will not take place until after FDEP receives U.S. EPA direction on ASR projects and aquifer recharge projects proposing to store/recharge anything other than fully treated drinking water.

Project History Briefing

Project: Partially Treated Water Aquifer Storage and Recovery

Date: October 2, 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.
- April/ May 2019 Awaiting FDEP interpretation of the letter and action on permit for the Authority project.
- June/ July 2019 Held phone discussion with FDEP staff in June. FDEP staff indicate that the department has not received direction from the USEPA on anything other than fully treated drinking water ASR projects and as such – until they receive such direction they do not know when they will take action on permit applications that request ASR or recharge with partially treated or raw water.
- Aug./ Sept. 2019 August 15, 2019 - received Amendment 1 to SWFWMD co-funding Agreement extending project agreement until December 31, 2021, and reducing SWFWMD funding from \$120,500 to \$20,500. Time extension required due to FDEP inactivity on ASR permit modification. Co-Funding amount reduced due to receipt of \$1M from State of Florida for the project which will carry work through most of the final design stage.

***PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
October 2, 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: October 2, 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 November 2018, January 2019 and June 2019 reveal that a meeting with or written direction from the U.S. EPA on permitting ASR systems or aquifer recharge projects using anything other than fully treated drinking water is desired by FDEP before further action will be taken on this or similar permits. Continuing to wait on FDEP permit action.

Project History Briefing

Project: Peace River Facility ASR Operating Permit Renewal

Date: October 2, 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.

- April/May 2019 FDEP action on the Authority's permit application awaits completion of FDEP discussions with USEPA regarding permitting of ASR and aquifer recharge systems using anything other than fully treated drinking water.
- June/July 2019 Discussions with FDEP staff in June again confirm that FDEP action on the Authority's permit application awaits completion of FDEP discussions with USEPA regarding permitting of ASR and aquifer recharge systems using anything other than fully treated drinking water.
- Aug./Sept. 2019 Waiting on permit action by FDEP.

***PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
October 2, 2019***

**ROUTINE STATUS REPORTS
ITEM 7**

Filter Covers Project

Project Status Report

Project: Filter Covers Project
Date: October 2, 2019
Prepared by: Chris Rogers, Project Manager

Project Description

The Filter Covers Project was awarded to Garney Companies, Inc. of Winter Garden, FL at the July 31, 2019 Authority Board Meeting for an amount not-to-exceed \$3,853,000. This project will result in the construction of approximately 18,300 square feet with access doors to the enclosed spaces. The roof systems are designed to be impervious and the side screen panels removable. The Filter Covers Project includes the construction of aluminum covers atop portions of the chlorine contact basin and ammonia chambers. Selected electrical and communication feeds will be relocated. Exterior luminaries are updated with energy efficient LEDs and relocated to accommodate lighting the newly enclosed spaces. The plant grounding and lightning protection systems are also modified to accommodate the Work. The facilities affected are shown in the adjacent figure to the right. An artist's conceptual rendering of the filter cover structures is included on the following pages.



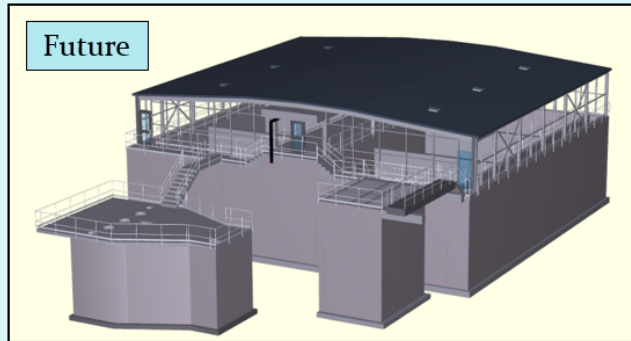
Current status

Authority staff and the engineer of record, TKW Consulting Engineers, Inc. conducted the initial project kickoff meeting on September 10, 2019 where various points-of-contact with each entity were established, a preliminary schedule was presented and a list of projected submittals was shared by the contractor. The project team discussed protocols for submittal processing, payment application processing and schedule development details.

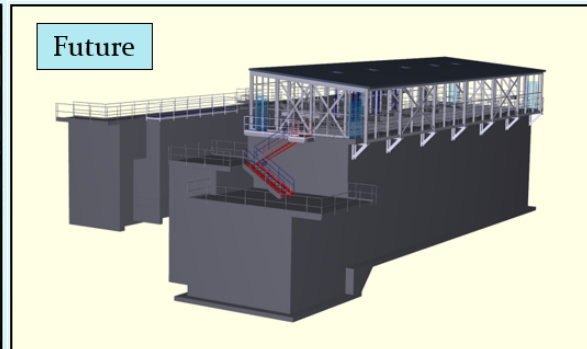
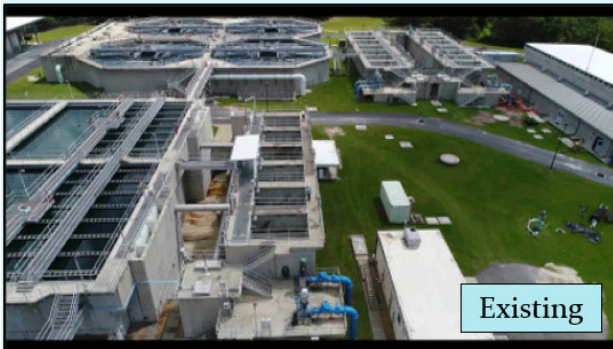
The team also discussed the need to minimize impact to operational facilities. There is major rehabilitation work ongoing at the Carlton WTP in Sarasota County over much of the next 2-year period and so it is incumbent upon the project team to devise a sequence of work which avoids major impact on the production capacity of the Peace River Facility. The Contractor agreed to further coordination meetings to refine their tentative schedule and provide greater detail to illuminate which systems and subsystems across the facility would be out-of-service related to that plan.

Artist's Conceptual Renderings

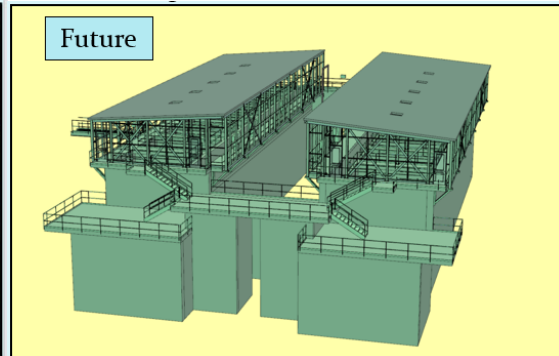
Plant 1



Plant 2



Plants 3 & 4



Project History Briefing

Project: Filter Covers Project
Date: October 2, 2019
Prepared by: Chris Rogers, Project Manager

The following information summarizes the historical milestones and events of the Filter Covers Project.

July 25, 2018	Authority Board of Directors authorizes bidding of Filter Covers Project with guidance that bids should be made valid for at least 180 days to insure there is adequate time to explore project funding alternatives
February 5, 2019	Invitation to Bid is Advertised
March 21, 2019	Bid Opening
March 26, 2019	Engineer/Architect of Record Bid Evaluation and Recommendation of Award
July 9, 2019	Authority staff publishes Notice of Intended Decision
July 31, 2019	Authority Board of Directors awards contract for \$3,853,000 to Garney Companies, Inc. of Winter Garden, FL. Contract for Engineering Services NTE \$275,339 during construction awarded to TKW Engineering.

***PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
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**ROUTINE STATUS REPORTS
ITEM 8**

Maintenance Facility & Warehouse Construction

Project Status Report

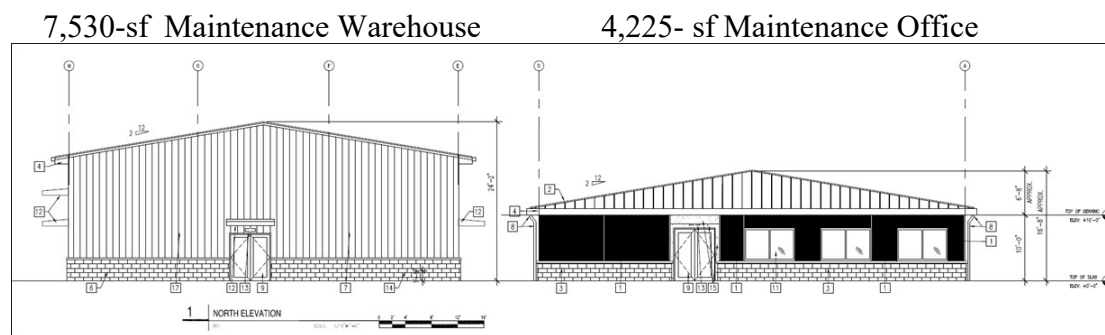
Project: Maintenance Facility and Warehouse Construction

Date: October 2, 2019

Prepared by: Ford Ritz, PE, 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 building and a 7,530 sf warehouse adjacent to the office (see below).



Current status

Authority staff and the engineer of record, AECOM, continue to collaboratively work with L. Cobb Construction on various submittals. The Maintenance Office shell is completed and roof decking has been installed. The Warehouse frame has been constructed and the siding is being installed. Construction of site utilities including storm sewer piping, and electrical duct banks are completed and the parking lot base aggregate has been placed and compacted. Due to above normal rainfall in July and August, Change Order 1 was prepared and if Board Approved, will add a total of 33 calendar days to the Contract for unforeseen weather (30 days) and work (3 days). This Change Order reflects the Contract Time related status of the Project as of August 31, 2019. The project is scheduled to reach for completion in the spring of 2020. A sequence of aerial photographs illustrating progress is provided on the following pages.





February 28, 2019



April 30, 2019



May 6, 2019

Project History Briefing

Project: Maintenance Facility and Warehouse Construction

Date: October 2, 2019

Prepared by: Ford Ritz, PE, Project Manager

General

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/Architect 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 22, 2019 Authority issues Notice-to-Proceed to L. Cobb Construction, Inc.

April - May 2019 This period regularly scheduled Project Progress Meetings have been held every two weeks. The meetings have been attended by Authority, L. Cobb and AECOM staff. The Maintenance Office footings, stem walls, slab and block have been completed. The Warehouse footings and slab preparation have been completed. MEPF (utilities under slabs) installation has been completed. Civil site work is ongoing. Materials have been tested per specifications. The Contract is on schedule and within budget.

June - July 2019 This period regularly scheduled Project Progress Meetings have been held every two weeks. The meetings have been attended by the Authority, L. Cobb and AECOM staff. The Maintenance Office masonry walls have been completed and grout filled, roof trusses have been assembled and installed, and roof decking installation is near complete. The Warehouse concrete slab has been completed and installation of columns for the warehouse is underway. This period the Contractor completed installation of the storm drainage piping, continued electrical duct bank installation and cut down the parking area for subbase and base installation. The Contract is on

schedule and within budget. The project is about 30% complete.

August – Sept. 2019 This period regularly scheduled Project Progress Meetings have been held every two weeks. The meetings have been attended by the Authority, L. Cobb and AECOM staff. The Maintenance Office masonry walls have been completed and grout filled, roof trusses have been installed, and roof decking is complete. Interior plumbing and electrical is underway. The Warehouse frame has been erected and the siding is being installed. This period the Contractor completed installed the electrical duct bank to the lift station and placed and compacted the parking area base aggregate. There was above normal rainfall recorded on site during July and August. The Contract is within budget and about 45% complete.

Change Order 1

Due to above normal rainfall in July and August (11-inches above normal average) and based upon negotiations with L. Cobb, 30-calendar days for unforeseen weather was agreed upon for July and August. An additional 3-calendar days for work was also recommended by AECOM (Engineer of Record). If Board approved, Change Order 1 will add a total of 33-calendar days to the Contract. Revised Substantial Completion and Final Completion dates will be February 23, 2020 and April 23, 2020 respectively.

***PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
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**ROUTINE STATUS REPORTS
ITEM 9**

Integrated Regional Water Supply Master Plan 2020

Project Status Report

Project: Integrated Regional Water Supply Master Plan 2020

Date: October 2, 2019

Prepared by: Terri Holcomb, P.E., Senior Engineer

Project Description

At least every five (5) years the Authority updates the Integrated Regional Water Master Plan to ensure that we understand the future needs of the region, and the probable supply sources, system improvements (such as interconnections) and operational management programs required to effectively meet Customer needs. This information is also vital to our cooperative funding partner (SWFWMD) and supports the District's 5-Year Master Plan and their financial engine used to set millage rates and apportion funding to various agency programs.

The Integrated Regional Water Supply Plan 2020 will build on the Authority's 2015 Integrated Regional Water Supply Master Plan. Topics covered will include a more detailed evaluation of the future regional interconnections, update of demand projections, current and potential future sources of supply, as well as an inventory of reclaimed water resources in the region. A prioritized listing of project opportunities will be developed including cost estimates and timetables needed for implementation. Beginning this effort in FY 2018 enable the project to be completed in a timeframe consistent to support the SWFWMD's 2020 Master Plan development effort.

HDR Engineering has been selected to complete the Integrated Regional Water Master Plan 2020. Project timeframe is 18 months (projected complete in late CY 2019) and budget is \$449,936. SWFWMD has approved 50% co-funding (\$225,000) for this project.

Current status

The Board approved a contract with HDR to complete the 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; Section 3 – Demand Projection Update; Section . A project update and presentation on the transmission system modeling effort was made to the Authority members and customers at the September 11, 2019 Professional Staff Meeting.

Project History Briefing

Project: Water Supply Master Plan 2020

Date: October 2, 2019

Prepared by: Terri Holcomb, P.E., Senior Engineer

The following information summarizes the historical milestones and key events of the Water Supply Master Plan 2020.

July 2018	Board approved Agreement with HDR Engineering for completion of the Authority's 2020 Water Supply Master Plan. Cost is not to exceed \$449,936. SWFWMD co-funding up to 50% (~\$225,000) is available.
August 2018	Professional Services Agreement with HDR was executed by all parties on 8/23/2018 and notice to proceed was issued. Data gathering is ongoing
September 2018	Project kick-off meeting held 9/12/2018 at the Authority's Lakewood Ranch office. HDR, SWFWMD, and Authority staff were present. Data gathering is ongoing.
October 2018	Project progress meeting held 10/26/2018 at the Authority's Lakewood Ranch office. Ongoing work includes compiling local hydraulic models into regional framework, Demand projections update and evaluation of existing facilities.
November 2018	Ongoing work includes compiling local hydraulic models into regional framework, demand projections update, compilation of existing facilities data and evaluation of opportunities at existing facilities.
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 3/13/2019 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.

- April 2019 Project progress meeting was held on 4/26.2019 at the Authority's Lakewood Ranch office. The Consultant Team reviewed with Authority Staff previous and new source identification and evaluation alternatives to be included in Section 4.0 – Regional Sources, Source Selection and Resiliency of the IRWSP 2020.
- May 2019 Section 3.0 – Draft Demand Projection Update was sent to Professional Staff on 5/9/2019 for review and comment. A project meeting was held on 5/21/2019 to discuss regional source / system resiliency efforts and options. Draft Section 6.0 – Demand Management and Water Conservation was received on 5/23/2019 and a IRWSP 2020 Update presentation was provided to the Board at the May 29th PRMRWSA Board meeting.
- July 2019 Draft Section 4.0 – Regional Sources, Source Selection and Resiliency was received on 7/8/2019 for review and comment. A project progress meeting was held on 7/12/2019 at the Authority's Lakewood Ranch office. The Consultant Team reviewed with Authority and SWFWMD staff Draft Section 4.0 – Regional Sources, Source Selection and Resiliency.
- August 2019 Project meeting held with the Consultant on August 7th to review preliminary hydraulic modeling efforts. Additional Project meeting held with the Consultant on August 28th to review comments received on the Draft Section 4.0 – Regional Sources, Source Selection and Resiliency.
- September 2019 A project update and presentation was made at the September 11, 2019 Professional Staff Meeting in Charlotte County. The Consultant Team presented on the Preliminary findings from the Section 5.0 – Regional Transmission System hydraulic modeling efforts.

***PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
October 2, 2019***

**ROUTINE STATUS REPORTS
ITEM 10**

Peace River Basin Report

MEMORANDUM

TO: Board Members and Pat Lehman
FROM: Doug Manson, Laura Donaldson, and Paria Shirzadi Heeter
RE: Peace River Basin Report
DATE: September 13, 2019

Mosaic Fertilizer, LLC- South Fort Meade Mine- Eastern Reserves

On May 17, 2019, the Florida Department of Environmental Protection (“DEP”) issued a first request for additional information (“RAI”) to Mosaic Fertilizer, LLC’s (“Mosaic”) in response to environmental resource permit (“ERP”) Application No. MMR_221122-031 (submitted April 1, 2019) and conceptual reclamation plan (“CRP”) Application No. MMR_221122-032 (submitted April 25, 2019) for Mosaic’s South Fort Meade Mine-Eastern Reserves. On August 15, 2019, DEP granted Mosaic’s request for an additional 30 days to respond to the RAI, extending the due date to September 16, 2019. Mosaic operates the South Fort Meade Mine in Hardee County and has identified additional phosphate reserves beneath land that adjoins it to the south and east, which is referred to as the South Fort Meade Mine-Eastern Reserves (“SFM-ER”). Mining of SFM-ER is proposed to commence in 2021 and continue through 2025, and reclamation of SFM-ER is proposed to commence in 2022 and continue through 2029. Mosaic’s SFM-ER is located in north-central Hardee County, south of the Hardee/Polk County line, east of Bowling Green and northeast of Wauchula, and covers approximately 4,280 acres. SFM-ER is wholly-located in the Peace River watershed.

The RAI is substantial and requests additional information/clarification regarding several different issues, including, but not limited to: adverse impacts to offsite wetlands or other surface waters; the mine plan summary; the UMAM summary of current conditions; the DEP jurisdictional areas wetland impacts summary; a mitigation summary regarding the Peace River Preservation Area; several map issues; mitigation sufficiency; the stream report regarding post reclamation design stream details; hydrologic and hydraulic evaluations; surface water resources; post reclamation land use and drainage basins; and several issues resulting from both the hydrology technical review and engineering technical review by DEP. The RAI also attached comments DEP had received from 3PR, People for Protecting Peace River, on May 3, 2019, regarding alleged insufficiencies in the CRP application for SFM-ER.

Mosaic responded to the RAI on September 12, 2019. Mosaic's RAI response included revised applications, along with a Supplemental Information Document ("SID") that provides text, tables, figures, maps, and appendices containing technical analyses to support the revised application forms. The RAI response states that since the March 2019 ERP application submittal and April 2019 CRP application submittal, the SFM-ER boundary has been modified and is approximately 4,162 acres (a decrease of 118 acres from what was previously proposed in the application). The revised application forms and SID submitted with the RAI response reflect the boundary revision and have been revised in response to comments provided by DEP. The RAI response explains that, as noted in the SID, the proposed SFM-ER is an extension of, and will rely on, the adjacent South Fort Meade Mine for certain aspects of its operation. Finally, the RAI response states that the wetland jurisdictional determination is still in process, but that based on substantial field work, additional

maps, tables and figures for the ERP, Mosaic has included what it believes to be a reasonable representation of the jurisdictional areas.

Mosaic Fertilizer, LLC- Bartow Chemical Plant

On June 25, 2018, Mosaic applied for a renewal of an existing national pollutant discharge elimination system (“NPDES”) permit (No. FL0001589) (“Permit”) for its Bartow Chemical Plant (“Facility”) in Polk County and, on May 10, 2019, DEP issued a notice of draft permit for the Permit. This Permit authorizes operations at the Facility associated with the management and disposal of phosphogypsum and associated wastewater, and the monitoring of authorized discharges from the Facility. One of the Facility’s outfalls (Outfall D-002) discharges treated process wastewater, non-process wastewater and stormwater to an unnamed ditch that flows into Cedar Branch then to Six Mile Creek, which flows for approximately 6 miles, ultimately entering the Peace River.

DEP received several public comments opposing the proposed issuance of this Permit and on June 14, 2019, received a request for public hearing challenging the Permit from a group of Florida residents (“petitioners”) alleging that the petitioners live near or visit the receiving waters and that they have been or will be harmed by the Permit. Due to the significant degree of public interest shown in the Permit, DEP has issued a notice that it will hold a public meeting on September 30, 2019 to receive oral and written public comments on the draft Permit. The public meeting will be an open house format with meeting stations to provide information on the following agenda topics: introduction and meeting logistics (DEP); regulatory permitting information (DEP); regulatory compliance information (DEP); Bartow Chemical Plant information (Mosaic); public comment receipt (DEP); and questions and comments.

Mosaic Fertilizer, LLC- Mulberry Chemical Plant and Phosphogypsum Stack System

On July 22, 2019, DEP published a notice of intent to issue a permit (Permit No. FL0000671) (“Permit”) to Mosaic for the continued monitoring and environmental management of its former Mulberry Chemical Plant area. This Permit authorizes the discharge of stormwater from a closed industrial wastewater facility that may discharge effluent through an outfall to Skinned Sapling Creek, a tributary of the North Prong Alafia River. Groundwater monitoring at this site is addressed in Mosaic’s Mulberry Phosphogypsum Stack System Closure Permit No. FL0334944. On April 1, 2019, DEP also published its notice of intent to issue Permit No. FL0334944 to Mosaic for the continued closure and monitoring of the former Mulberry Phosphogypsum Stack System.

The facility for both of these permits is located in Polk County near the outer boundary of the Peace River Watershed.

O-M Holdings, LLC- Highland Lakes Mine

On April 29, 2019, O-M Holdings, LLC submitted an application to DEP for modification of its environmental resource permit (ERP No. 0266046-004) for its Highland Lakes Mine project located in Bartow in Polk County. The ERP was originally issued to O-M Holdings, LLC in 2007 for proposed reclamation activities under the Florida Non-Mandatory Land Reclamation Program for a project boundary of 462 acres, a majority of which was mined for phosphate prior to 1975. The proposed actions by the applicant have since been reduced and the applicant has submitted the subject application seeking to modify the ERP and reduce the project boundary to 120 acres. On May 29, 2019, DEP issued a lengthy first RAI regarding the application, and O-M Holdings, LLC submitted its response to the RAI on August 9, 2019.

The RAI response, among other things, explains that the original application did include proposed constructed mitigation wetlands in the post reclamation condition, but that this will no

longer be the case as the project boundary has been reduced to 120 acres and the applicant has purchased 2.68 acres of credits from the Peace River and Boran Ranch Wetland Mitigation Bank to compensate for the net functional loss computed in the UMAM evaluation. The only proposed activity in the reduced project boundary is the surface excavation (via a dry mining process excavated with conventional rubber tire and track mounted earthmoving equipment) of native soils from an existing hillside topography for use of daily cover and general fill in the adjacent existing Cedar Trail Landfill. The RAI response explains that the majority of borrow pit activity is confined to interior portions of the property or adjacent to undeveloped property that has been mined/disturbed and reclaimed by the phosphate industry. The RAI response also includes a comparative hydrologic analysis (to determine and compare the pre-disturbance condition versus proposed condition potential runoff as a result of the proposed soil excavation re-vegetation) of the drainage sub-basin of 121.6 acres for the 120-acre project.

Surface runoff from the project site will be conveyed into adjacent mined out pits by a stormwater ditch before eventually discharging through an existing box culvert to Phyllis Branch, which is a tributary to the Peace River.

Charlotte County- William R. Gaines Jr. Veterans Memorial Park Modification Project

On June 10, 2019, Charlotte County submitted an environmental resource permit application (ERP No. 26252.002) to the Southwest Florida Water Management District (“SWFWMD”) for the construction of additional phases of a system—the William R. Gaines Jr. Veterans Memorial Park Modification Project (“Project”), located in Charlotte County within the Peace River Basin. The 10.57-acre Project area for which the permit is sought is located between two tidal creeks that discharge into Alligator Bay, the Peace River, and the Gasparilla Sound. The application states that

no work is proposed within either Sunrise or East Spring Waterway as part of the Project (Sunrise Waterway is a 3-mile stream that flows into the Peace River). The application documents also state that the method of mitigation for the Project's wetlands impacts has not yet been finalized—the applicant had initially considered purchasing credits from the Michael Boron Mitigation Bank but is now considering on-site mitigation options such as wetland enhancements.

On July 8, 2019, SWFWMD issued a RAI containing 21 items which the applicant must respond to by October 8, 2019. The RAI requests additional information relating to the following topics: applicant and applicant certification, site information, environmental considerations (including wetland and surface water impacts), plans, drainage information, and operation and maintenance documentation.

Pebbledale Farms, Inc. – Water Use Permit No. 20376.002

On July 23, 2019, SWFWMD issued Water Use Permit (“WUP”) No. 20376.002 to Pebbledale Farms, Inc. This was a modification to an existing WUP for agricultural use in Hardee County in the Peace River Basin. The modification increases the authorized annual average quantity from 0.315 million gallons per day (“MGD”) to 1.027 MGD, and the peak month allocation from 1.79 MGD to 2.193 MGD. Additionally, the modification adds three surface withdrawals, two water reservoirs, and forty acres to the WUP and redistributes the permitted quantities among the groundwater withdrawals.

City of Davenport– Water Use Permit No. 5750.010

On August 1, 2019, SWFWMD received an application from the City of Davenport (“City”) for a renewal and modification of WUP No. 5750.010. This is a WUP for public supply use in Polk County

in the Peace River and Green Swamp Basins. The application requests to increase the authorized annual average quantity from 1 MGD to 3 MGD, and the peak month allocation from 1.8 MGD to 3.6 MGD. The application states that the increase in allocation is needed to meet increased current and future water demands based on population growth and current and future development within the City's service area. Additionally, the application states that due to the increased demand, the City needs to upgrade its infrastructure with the construction of a new upper Floridan aquifer well, which will add redundancy to an existing water treatment facility.

Charlotte Harbor Water Association- Water Use Permit No. 1512.014

On August 8, 2019, SWFWMD received an application from the Charlotte Harbor Water Association ("CHWA") for a modification of WUP No. 1512.014. This is a WUP for public supply use in Charlotte County in the Peace River Basin. The application requests to change the permit expiration date from October 2031 to July 2038 and to increase the authorized annual average quantity from 0.71 MGD to 1.08 MGD and the peak month allocation from 0.81 MGD to 1.22 MGD. The application states that the increase in allocation is based on an adjusted gross per capita water use rate and population projections. The CHWA's service area covers approximately 5 square-miles and is bounded on the south, southeast, and southwest by the Peace River.