

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

AGENDA

December 1, 2021 @ 9:30 a.m.

REVISED 11/29/21

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

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

BOARD OF DIRECTORS

Commissioner Alan Maio, Sarasota County, Chairman
Commissioner Elton Langford, DeSoto County, Vice Chairman
Commissioner Bill Truex, Charlotte County
Commissioner George Kruse, Manatee County

CALL TO ORDER

INVOCATION

Commissioner Elton Langford

PLEDGE OF ALLEGIANCE

Led by the Board

WELCOME GUESTS

HOST COUNTY REMARKS

Hector Flores, Charlotte County Administrator

PUBLIC COMMENTS

Any individual wishing to address the Board on an item on the Consent Agenda or Regular Agenda ("Voting Agenda Items") or an issue that does not appear on the agenda should complete a 'request to speak' card and submit it to the Authority's recording clerk prior to this Public Comments item. Each person that submits a 'request to speak' card will have three (3) minutes to address the Board. Fifteen (15) minutes is provided for this Public Comment item unless additional time is needed for individuals to address the Board on Voting Agenda Items. If the time limit is exhausted and there are still individuals that want to address the Board on non-Voting Agenda Items, the Board will entertain any remaining comments near the end of the meeting. Comments on Voting Agenda Items will be heard first.

AWARDS/RECOGNITIONS

None

CONSENT AGENDA

1. Minutes of the October 1, 2021 Board of Directors Meeting
2. Minutes of the October 1, 2021 Board of Directors Workshop
3. Board of Directors Meeting Schedule for CY 2022
4. Special District Public Facilities Report (December 2021)
5. CY 2022 Peace River Hydrobiological Monitoring Program Work Order with Janicki Environmental
6. SWFWMD Cooperative Funding Agreement 22CF0003723 for PRMRWSA Regional Acquisition of Project Prairie Pumping and Storage Facilities
7. FDEP Grant Funding Agreement LPA0208 for Peace River Manasota Project Prairie Regional Pumping and Storage Facilities
8. 'Statewide Mutual Aid Agreement' with Florida Division of Emergency Management

REGULAR AGENDA

1. Water Supply Conditions and Year-End Summary for FY 2021
2. Peace River Reservoir No. 3 Project (PR3) Siting and Feasibility Study
3. Updated Feasibility of Solar Power Options at the Peace River Facility

GENERAL COUNSEL'S REPORT

1. Revisions to Agreements for Project Prairie Pumping and Storage Facility

EXECUTIVE DIRECTOR'S REPORT

ROUTINE STATUS REPORTS

1. Hydrologic Conditions Report
2. Check Registers for September and October 2021
3. Peace River Regional Reservoir No. 3 Project (PR³) Feasibility Study
4. Regional Integrated Loop System Phase 2B & 2C Feasibility Study
5. Regional Integrated Loop System Phase 3C Feasibility Study
6. Project Prairie Pump Station Acquisition and Modification
7. Peace River Basin Report

~~ELECTION OF OFFICERS~~

- ~~1. Election of Chairman and Vice Chairman for 2021~~

BOARD MEMBER COMMENTS

PUBLIC COMMENTS *(if necessary)*

Individuals who previously submitted a ‘request to speak’ card to the Authority’s recording clerk and there was inadequate time during the initial Public Comments item for them to speak on non-Voting Agenda Items, will be given three (3) minutes per person to speak on such item.

ANNOUNCEMENTS

Next Authority Board Meeting

February 2, 2022 @ 9:30 a.m.

Peace River Facility

Water Quality and Training Facility

8998 SW County Rd. 769, Arcadia, Florida

ADJOURNMENT

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

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

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
December 1, 2021

CONSENT AGENDA
ITEM 1

Minutes of October 1, 2021 Board of Directors Meeting

Recommended Action -

Motion to approve minutes of October 1, 2021 Board of Directors Meeting.

Draft minutes of the October 1, 2021 Board of Directors Meeting are provided for Board approval.

Attachments:

Draft Minutes of October 1, 2021 Board of Directors Meeting

Minutes of Board of Directors Meeting
PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
DeSoto County Administration Building
Commission Chambers, First Floor
201 East Oak Street, Arcadia, Florida
October 1, 2021 @ 9:30 a.m.

Board Members Present:

Commissioner Alan Maio, Sarasota County, Chairman
Commissioner Elton Langford, DeSoto County, Vice Chairman
Commissioner Bill Truex, Charlotte County
Commissioner George Kruse, Manatee County

Staff Present:

Mike Coates, Executive Director
Doug Manson, General Counsel
Richard Anderson, Director of Operations
Terri Holcomb, Resource Management & Planning Manager
Ann Lee, Finance & Administration Manager
Rachel Kersten, Agency Clerk

Others Present:

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

CALL TO ORDER

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

INVOCATION

Commissioner Elton Langford offered the invocation.

PLEDGE OF ALLEGIANCE

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

HOST COUNTY REMARKS

Mandy Hines, DeSoto County Administrator, made welcoming remarks.

PUBLIC COMMENTS

No public comments were made.

AWARDS/RECOGNITIONS

1. Employee Service Recognition

Mr. Coates presented employee service recognitions to the dedicated employees who achieved significant milestones in longevity with the Authority.

CONSENT AGENDA

1. Approve Minutes of August 4, 2021 Board of Directors Meeting
2. Approve Firms for Continuing Contracts for ‘As-Needed Painting and Coatings Services’
3. Approve Firms for Continuing Contracts for ‘As-Needed Well Drilling and Repair Services’
4. Approve Firms for Continuing Contracts for ‘As-Needed Construction Services’
5. Approve Firms for Continuing Contracts for ‘General Professional Services for Water Facility Instrumentation and Control Systems and Low/Medium Duty Electrical’
6. Approve Disbursement of Funds for FY 2021 Debt Service Coverage Payments
7. Approve Revisions to Authority Procurement Policy

Motion was made by Commissioner Truex, seconded by Commissioner Langford, to approve the Consent Agenda. Motion was approved unanimously.

REGULAR AGENDA

1. Water Supply Conditions – Staff Presentation

Richard Anderson presented Water Supply Conditions at the Peace River Facility as of September 13, 2021.

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

July Water Demand	25.07 MGD
July River Withdrawals	16.3 MGD
<u>Storage Volume:</u>	
Reservoirs	6.43 BG
ASR	<u>8.80 BG</u>
Total	15.23 BG

2. Purchase of the Project Prairie Pumping and Storage Facilities from DeSoto County

Terri Holcomb discussed the regional purchase of DeSoto County’s Project Prairie Pumping and Storage Facilities that has been under consideration for the past two years. These facilities are strategically located to support current and future regional operations, serving as a hub for deliveries from existing and future supplies between the City of Punta Gorda, Desoto County, and the Regional System. The facilities proposed to be acquired by the Authority include the plant site, a 500,000 - gallon finished water storage tank, 5 MGD booster pumping station and chemical feed system, yard piping and a 400-kilowatt emergency generator on site. This acquisition and the improvements to the Project Prairie Pumping and Storage Facilities to support integration into the regional system were include in the Authority’s FY 2022 budget within the system-wide benefit portion of the CIP. Costs and funding for the project are shown in the table below:

BUDGET ITEM	COST
Purchase of Project Prairie Facilities from DeSoto County	\$748,731.53
Improvements Needed to Support Regional System Use	\$526,268.47
TOTAL	\$1,275,000.00
FUNDING	
Authority	\$537,500.00
SWFWMD	\$537,500.00
State of Florida	\$200,000.00
TOTAL	\$1,275,000.00

Motion was made by Commissioner Langford, seconded by Commissioner Truex, to (1) approve Interlocal Agreement Between Peace River Manasota Regional Water Supply Authority and DeSoto County for Regional Acquisition of Project Prairie Facilities, (2) approve Purchase and Sale Agreement for the Project Prairie Facilities, (3) approve and authorize the Executive Director to execute Project Prairie Facilities Operational Protocol, and (4) Authorize the Executive Director and General Counsel to approve changes to these documents that may be required for DeSoto County approval. Motion was approved unanimously.

3. Pay and Classification Study - Findings and Recommendations (Evergreen Solutions)

Jessica Benson along with Angele Yazbec of Evergreen Solutions discussed the pay and classification study findings and recommendations.

According to the 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 2018 with results presented to the Board in December 2018.

In accordance with policy, Authority staff contracted with Evergreen Solutions in October 2020 to perform a Salary Survey Market Analysis and Internal Equity Analysis. The primary mechanism for assessing market equity is a salary survey of the organization's job classifications compared to a group of market peers. Seventeen (17) market peers in the geographic area from Tampa to Fort Myers provided data for the survey.

Multiple factors affect the Authority’s ability retain current employees and make new hires including a shortage of skilled labor, competition from other employers, and an increase in the Florida minimum wage. Considering today’s market, a revised compensation strategy that will increase the salary range to the 60th percentile of the market position rather than be at the mid-range (50th percentile) is proposed. Recommendations are contained in the Salary Survey Market Analysis for the Authority to remain competitive in the tight labor market and correct its standing in the market where inequity is identified. Evergreen Solutions recommends the Authority administer a 5% upward adjustment to the pay ranges and has recommended pay grade reclassifications to bring the Authority’s average actual salaries in line with the market. The recommended pay range adjustment would affect six current employees with a total annualized cost of \$10,339.

Motion was made by Commissioner Kruse, seconded by Commissioner Langford, to accept the ‘Pay and Classification Study’ (Evergreen Solutions, August 2021) and implement ‘Authority Pay Plan’ revisions as recommended. Motion was approved unanimously.

4. Legislative Priorities for FY 2022

Mike Coates presented the Authority’s proposed legislative priorities for 2022 that will be presented at each of the Authority members’ respective County Delegation meetings and in Tallahassee during the 2022 Legislative Session.

Motion was made by Commissioner Truex, seconded by Commissioner Langford, to adopt Legislative Priorities for 2022. Motion was approved unanimously.

5. Purchase of Pump Station Site for Phase 3C Regional Interconnect

Mr. Coates discussed the purchase of the pump station site for the Phase 3C Regional Interconnect project.

An interlocal agreement was executed on July 13, 2021 between the Authority and Sarasota County for the Authority to locate and purchase property in the vicinity of the Fruitville and Lorraine Roads intersection for a future pumping facility for the Phase 3C Interconnect and future master lift station for the County. Sarasota County is paying all costs for the acquisition. The Authority will own the property and provide easements to the County to meet their needs.

A suitable property has been identified and cleared with the Authority’s Phase 3C Interconnect engineering consultant and Sarasota County staff as providing adequate space and desirable location for the intended purpose. The property is currently for sale with an asking price of approximately \$1,700,000. It includes approximately 10-acres, with frontage on Lorraine Road. There is currently a private offer pending on the property subject to a due-diligence period which expires in early October. In the event this sale doesn’t proceed the Authority has submitted a back-up agreement including due diligence period. Should that back-up Agreement be exercised, and the due-diligence work shows the property to be acceptable for the aforementioned Authority and County facilities, it would be desirable under current market conditions for the Authority to make an immediate offer for purchase, and if the offer is accepted, close on the property expeditiously. To facilitate this purchase Board authorization is requested for the Executive Director to execute an offer for up to the appraised value of the property plus 5% as a cost avoidance measure for engineering and acquisition costs on additional properties and authorize the Chairman to execute all documents necessary for closing. All documents would be subject to review and approval by the General Counsel.

Motion was made by Commissioner Truex, seconded by Commissioner Langford, to authorize the Executive Director to execute a purchase offer up to the appraised value of the subject property plus 10% as a cost avoidance measure for engineering and acquisition costs on additional properties and authorize the Chairman to execute all documents necessary for closing, subject to document review and approval by the General Counsel. Motion was approved unanimously.

GENERAL COUNSEL’S REPORT

Mr. Manson had no additional updates for the Board.

EXECUTIVE DIRECTOR’S REPORT

Mr. Coates had no additional updates for the Board.

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

Friends of Peace Water BBQ

November 12, 2021 @ 11:00 a.m.
Peace River Facility Ranch House
8998 SW County Road 769, Arcadia, FL 34269

Next Authority Board Meeting

December 1, 2021 @ 9:30 a.m.
Charlotte County Administration Center
Commission Chambers, Room 119
18500 Murdock Circle, Port Charlotte, Florida

ADJOURNMENT

There being no further business to come before the Board, the meeting adjourned at 10:31 a.m.

Commissioner Alan Maio
Chairman

***PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
December 1, 2021***

**CONSENT AGENDA
ITEM 2**

Minutes of October 1, 2021 Board of Directors Workshop

Recommended Action -

Motion to approve minutes of October 1, 2021 Board of Directors Workshop.

Draft minutes of the October 1, 2021 Board of Directors Workshop are provided for Board approval.

Attachments:

Draft Minutes of October 1, 2021 Board of Directors Workshop

Minutes of Board of Directors Workshop
PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
DeSoto County Administration Building
Commission Chambers, First Floor
201 East Oak Street, Arcadia, Florida
October 1, 2021 @ 10:30 a.m.

Board Members Present:

Commissioner Alan Maio, Sarasota County, Chairman
Commissioner Elton Langford, DeSoto County, Vice Chairman
Commissioner Bill Truex, Charlotte County
Commissioner George Kruse, Manatee County

Staff Present:

Mike Coates, Executive Director
Doug Manson, General Counsel
Richard Anderson, Director of Operations
Terri Holcomb, Resource Management & Planning Manager
Ann Lee, Finance & Administration Manager
Rachel Kersten, Agency Clerk

Others Present:

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

CALL TO ORDER

Commissioner Maio called the workshop to order at 10:45 a.m.

AGENDA

1. Establishing Charges for New Connections to the Regional Transmission System

Mr. Coates along with Andrew Burnham of Stantec Consulting presented for Board discussion the need for development of Authority policy for Customers to obtain hydraulic capacity in existing Regional Transmission System pipelines where they did not contribute capital funding.

Mr. Coates review the concept of hydraulic capacity allocation in the Authority's pipelines explaining that an Authority Customer's capital contribution to construction of a regional pipeline yields a proportional share of the pipeline capacity to that Customer (i.e. if a Customer pays 50% of the capital cost, they receive 50% of the pipeline capacity). Co-Funding and grant contributions, such as those made by SWFWMD, pay for the Authority share of capacity in the pipeline (i.e. if SWFWMD pays 50% of the capital cost of the pipeline, the Authority receives 50% of the pipeline capacity).

Mr Coates also explained that if a Customer who did not participate in paying any capital costs on a pipeline requested capacity in that pipeline, that would come from the Authority's hydraulic capacity share.

Mr. Burnham provided a presentation on development of pipeline connection fees that included:

- Framing the Issue:
 - What is common industry practice for cost recovery?
 - How can funds be recovered and from who?
 - For what purposes can collected funds apply?
 - How will the process update over time?
- Process to Date
- Parameters & Methodology Defined
- Preliminary Results & Benchmarking
- Next Steps Involved

The methodology proposed aggregated the estimated hydraulic capacity of all pipelines identified in the Authority's 5-year CIP, and multiplied that by an assumed 250 gpd level of service per household. The product of that capculation was divided into the total estimated cost for the pipelines in the 5-year CIP, resulting in a calculated fee of \$1,636,000 per MGD. As such a new connection to use 7.5 MGD of Authority capacity in a pipeline would cost \$12,270,000. The calculation could be updated periodically as the 5-year CIP changes.

Commissioner Maio asked for clarification and confirmation on what the Authority's current policy is in these situations. For example, if a non-member jurisdiction wanted a new regional transmission pipeline connection right now, before any changes are made or new policy is established, how would they be charged?

Mr. Burnham explained that per Board policy, a new connection to the regional system would be coordinated through the Member County utility and there is no fee mechanism currently in place to charge for the use of Authority capacity in that pipeline if a new connection were to require additional regional transmission system capacity above what the Member County has today.

Commissioner Kruse commented that what is being shown seems very straightforward and makes sense, but it seems to all be based on one pipe, and obviously this is an interconnected system that is connected to other pipes potentially built by other counties at other times. How are these previously built pipes and infrastructure that were already in place prior to the new connection going to be factored into this interconnect fee?

Mr. Burnham explained that when they looked at the cost basis of the fee as currently proposed they were looking only forward at the CIP projects, not backward to the cost of what had already been installed. But as mentioned, for updates the Authority may want to pull more projects – future or past into the unit cost calculation. So, as we move further toward completion on the Regional Transmission System it may be advantageous to come up with an “all-in unit cost” for transmission that would be reflective of not just the new assets but also the old assets. Right now, we are trying to get this started with an initial fee calculation concept with what is in front of us. Mr. Burnham said that he agreed with Commissioner Kruse, in that we will need to consider pulling in those existing regional transmission assets at some point as they become one larger system.

Commissioner Kruse asked if this approach left what amounts to a loophole where a member could connect with their own pipe and avoid the cumulative connection costs? Mr. Manson answered no, conceptually that even if no pipe was built at all, the purchase of an allocation would trigger assessment of a connection fee. Commissioner Kruse followed up with a question about where the 50% value arose

from and was it akin to creating an artificial market on capacity? Mr. Manson said the 50% represented the District's offsetting grant amounts which are typically 50% for regional transmission lines.

Mr. Coates asked for guidance on next steps. Consensus of the Board was to work out ideas in the arena of the professional staff.

2. 2005 Master Water Supply Contract Revision – Process and Options

Mr. Manson delivered a presentation on the need to update the Master Water Supply Contract that was now 16 years old. The existing contract includes references to many historic projects and debt services that have long been completed and satisfied, respectively. He said proposed changes had been discussed with the professional staff and were still be developed and refined.

One shift Mr. Manson recommended is to separate allocation sale agreements to run outside of, but consistent with, the Master Water Supply Contract. Right now the way that the overlying agreement is structured, anytime a Customer wants to purchase more supply allocation, the Master contract must be amended. The amendment must then be ratified by all 4 county members and the City of North Port. That creates a lot of unnecessary process and work for everyone. Rather, he envisions streamlining this in the future proposing that any new allocation agreements would only need to be executed by the Authority Board and the party that wanted to buy water.

Another item Mr. Manson proposed for revision relates to delivery points from the Regional Transmission System. These delivery points are currently all specified in the Master Contract but they don't need to be. Again, it would avoid the need to amend the Master Contract if delivery points were handled by separate specific agreements.

He said the concept of a unitary rate is still a goal but would be easier to achieve after the 2028 bond issue for the REP is paid off. Nobody knows specifically which part of the peace river facility their water comes from, it's all blended within the water plant as it is being treated, so the concept of maintaining customer cost centers within the water supply facilities is archaic. Pipelines have been so customer-centric it is hard to understand how they might be factored into a unitary costing system, but it has been done successfully elsewhere. He said we may not accomplish every goal with this version of the refined Master Contract, but we might be able to take a small step in the right direction that will make it easier for others in the future to finally get there.

Mr. Manson discussed the importance of adoption of a policy statement to compel new sources to be brought online before reaching 83% of capacity on existing sources. Finally, he talked about the host county/city veto option on pipelines and water supplies.

Commissioner Maio asked for and received consensus for Authority staff to continue to develop these concepts with the professional staff and county administrators and bring concepts back as needed.

Commissioner Maio remarked on how fortunate we are to have a year's supply in storage while other parts of the nation are facing critical shortages. He acknowledged that it was this Board's predecessors sitting in these same seats that made the decisions leading to success we now enjoy.

BOARD MEMBER COMMENTS

There were no additional Board Member comments.

PUBLIC COMMENTS

There were no additional public comments.

ADJOURNMENT

There being no further business to come before the Board, the meeting adjourned at 11:45 a.m.

Commissioner Alan Maio
Chairman

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
December 1, 2021

CONSENT AGENDA
ITEM 3

Board of Directors' Meeting Schedule for Calendar Year 2022

Recommended Action - **Motion** to approve Board of Directors' meeting schedule for calendar year 2022.

As an independent special district under Chapter 189, F.S., the Authority is required to file an annual meeting schedule with the local governing authority or authorities. The proposed meeting schedule for calendar year 2022 has been coordinated with each of the Board members' office. Authority Board of Director's meetings are typically scheduled for the first Wednesday of the month on a bi-monthly schedule.

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

Attachments:

Proposed Board of Directors' Meeting Schedule for Calendar Year 2022

**Peace River Manasota
Regional Water Supply Authority**

**BOARD OF DIRECTORS MEETING SCHEDULE
FOR CALENDAR YEAR 2022**

DATE	TIME	LOCATION
Wednesday February 2, 2022	9:30 A.M.	Peace River Facility Water Quality and Training Facility 8998 SW County Rd. 769, Arcadia, FL
Wednesday April 6, 2022	9:30 A.M.	Manatee County Administration Center Commission Chambers 1112 Manatee Ave West, Bradenton, FL
Wednesday June 1, 2022	9:30 A.M.	Charlotte County Administration Center Commission Chambers, Room 119 18500 Murdock Circle, Port Charlotte, FL
Wednesday, August 3, 2022	9:30 A.M.	DeSoto County Administration Building Commission Chambers, First Floor 201 East Oak Street, Arcadia, FL
Wednesday October 5, 2022	9:30 A.M.	Sarasota County Administration Center Commission Chambers, First Floor 1660 Ringling Boulevard, Sarasota, FL
Wednesday December 7, 2022	9:30 A.M.	Manatee County Administration Center Commission Chambers 1112 Manatee Ave West, Bradenton, FL

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

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
December 1, 2021

CONSENT AGENDA
ITEM 4

Special District Public Facilities Report (December 2021)

Recommended Action - **Motion** to approve ‘Special District Public Facilities Report’ (December 2021).

Chapter 189.08, Florida Statutes requires that each independent special district shall submit to each general-purpose government in which it is located a public facilities report and annual notice of any changes. The public facilities report is to specify the following:

- a) Description of existing public facilities owned or operate by the special district to include
 - current capacity,
 - current demands placed on it, and
 - location.
- b) Description of facilities proposed to be built in next 7 years to include proposed financing.
- c) Description of facilities proposed to be replaced within the next 10 years.
- d) Anticipated time of construction will be completed.
- e) Anticipated capacity and demands when completed

The previously approve ‘Special District Public Facilities Report (December 2020) has been updated to include the completion of Phase 3B Regional Interconnect and the planning of the Peace River Regional Reservoir (PR³) and Phase 3C and Phase 2B/2C Regional Interconnects. Staff recommends the Board approve the revised report.

Budget Action: No Action Needed

Attachments:
Special District Public Facilities Report (December 2021)

Peace River Manasota Regional Water Supply Authority

Special District Public Facilities Report

[Revised December 2021]

Pursuant to Section 189.08, Florida Statute, special districts of the state are required to file special district public facilities reports with each local government in which the special districts are located. The purpose of the report is to provide local governments with information that may be pertinent to the development and updating of the local governments' comprehensive plan.

Overview

The Peace River Manasota Regional Water Supply 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 the entirety 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 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.

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.

History

The Authority was created in 1982. Through its initial decade the Authority focused on planning the interconnection of water systems within the region. In 1991 the privately owned water utility in the region, General Development Utilities (GDU), went into bankruptcy that led to acquisition of the existing water treatment plant, the Peace River Facility that provided water to only a small segment of the region in Charlotte and DeSoto counties and the City of North Port.

Through the following three decades the Authority invested over \$364M in the expansion of the Peace River Facility and extension of the regional transmission pipeline system to provide water service to additional areas within the region including Sarasota County.

Today the Authority is a major water supplier for the region. The Peace River Facility treatment capacity has been expanded from 12 to 51 million gallons per day (MGD) incorporating a 6.5 billion gallon (BG) off-stream raw water reservoir system and aquifer storage/recovery system (ASR) providing an additional 9 BG of storage. The regional transmission system has been extended from the seven miles originally acquired from GDU in 1991, and now includes approximately 81 miles of large diameter pipeline delivering drinking water to Charlotte, DeSoto and Sarasota Counties and the City of North Port.

Existing Public Facilities

A description of existing public facilities owned or operated by the Authority including the current capacity of the facility, current demands placed upon it, and its location.

a) Water Supply

The Authority owns and operates the Peace River Facility located in southwest DeSoto County. The Peace River Facility is a 51 MGD surface water treatment facility utilizing the Peace River as a water source. Water is withdrawn from the Peace River in accordance with a withdrawal schedule established by the Southwest Florida Water Management District in a water use permit issued to the Authority to protect the downstream estuary and Charlotte harbor.

The water supply system includes an off-stream reservoir system with 6.5 billion gallons storage capacity and an ASR system consisting of 21 ASR wells with storage capacity of approximately 6.3 billion gallons at the Peace River Facility site.

b) Regional integrated Loop System

The Authority currently maintains a network of approximately 81 miles of transmission pipeline for delivery of treated drinking water to its member governments and customers (Figure 1). Off-site finished water storage tanks and pump stations are maintained in two locations, one in Punta Gorda and the other at the Carlton Water Treatment Plant in Sarasota County.

The Authority also has interconnects with other water systems including: City of Punta Gorda Utilities and Englewood Water District. These interconnects are available to supply water in case of natural disaster, equipment maintenance or failure, resource stress or unforeseen or unplanned increase in water demand.

Proposed Public Facilities

A description of public facilities the Authority is building, improving or expanding, or is proposing to build, improve or expand within the next 7 years including how the Authority currently proposes to finance the facility.

a) Water Supply

Study on the conversion of the ASR system to partially treated water for injection is on-going, as are studies to site and construct a new 9 billion gallon off-stream reservoir, and expansion of the Peace River Water Treatment Facility capacity from the current 51 MGD capacity to 75 MGD. These projects are proposed to begin construction within the next 5 years.

b) Regional integrated Loop System

The Authority's 20-year expansion program identifies construction of an additional 72 miles of interconnecting pipelines to support regional reliability, provide supplies to meet growing needs, share resources to the benefit of all residents in the four-county service area, and ensure that public water supply is provided in an environmentally sustainable manner. In mid-2021, the Authority completed construction of the Phase 3B Regional Interconnect, extending the regional transmission system 5-miles further north in Sarasota County (Figure 1). Approximately 45 miles of new transmission pipeline including the Phase 3C, Phase 3C Extension and Phase 2B/2C Pipelines are now in design. Anticipated start of construction for these projects is within the next 5 years.

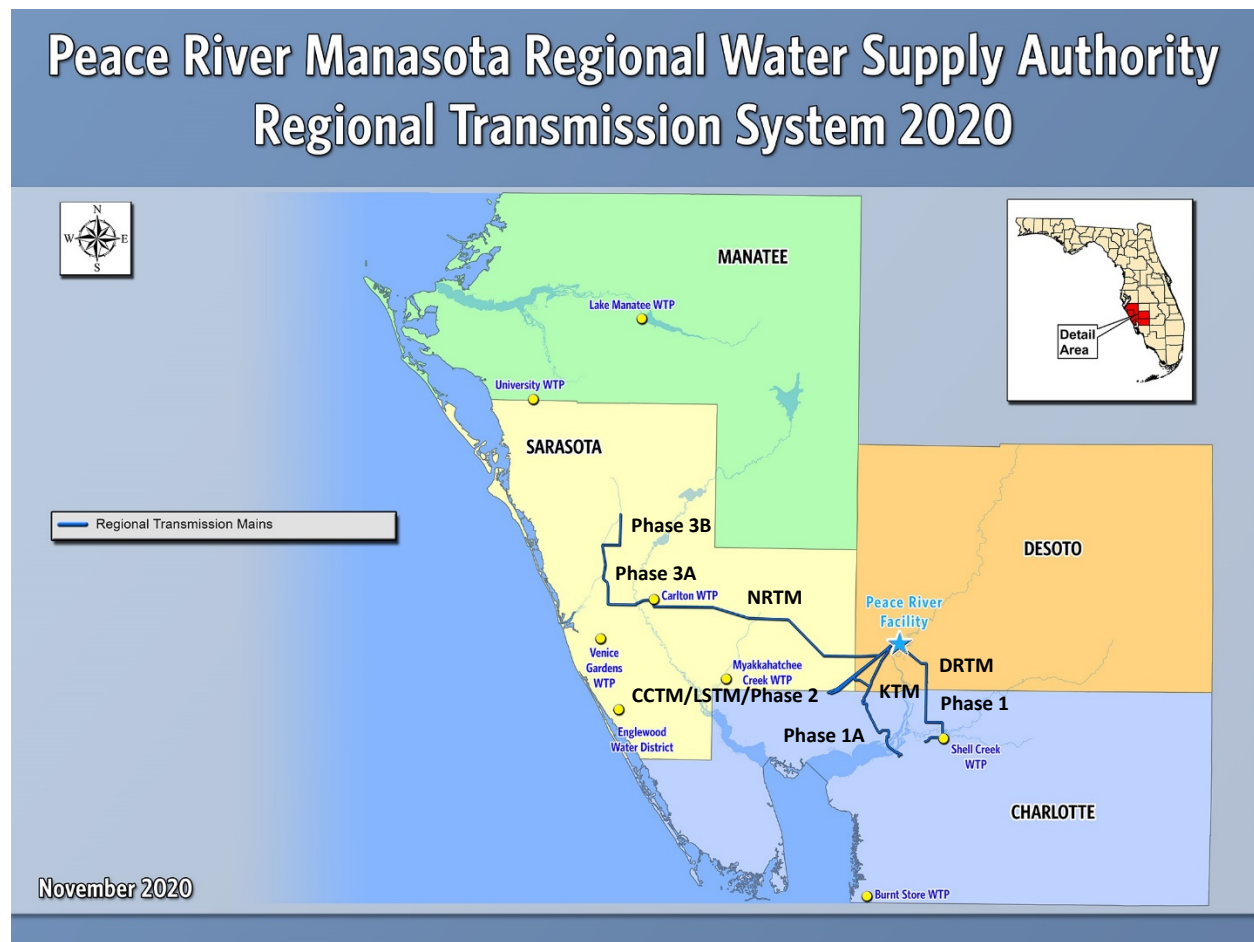


Figure 1. Existing Regional System

Peace River Manasota Regional Water Supply Authority Regional Vision for 2035



Figure 2. Proposed Regional System Extensions Now in Design

Table 1. Existing Water Supply Facilities

Facility	Current Permitted Capacity	Current Demands	Year Constructed	Location
Peace River Facility <ul style="list-style-type: none"> • 1991 Acquisition • Peace River Option • Regional Expansion Program 	51 MGD	34.7 MGD	1980 2001 2009	8998 SW County road 769 Arcadia, FL
Reservoir No. 1	0.5 BG	0.5 BG	1980	Peace River Facility site
Reservoir No. 2	6 BG	6 BG	2009	Peace River Facility site
ASR Wellfield	6.3 BG	6.3 BG	1980 - 2001	Peace River Facility site
Punta Gorda Storage Tank Pump Station	0.5 MG 6.0 MGD	0.5 MG 1.0 MGD	2012	Cleveland Area U.S. 17 Charlotte County
Carlton Storage Tanks Pump Station	10 MG 18.5 MGD	10 MG 7.0 MGD	2011	Carlton Water Treatment Plant Sarasota County

MGD – Million Gallons per Day

BG – Billion Gallons

Table 2. Existing Pipelines

Facility	Diameter (inches)	Material	Length	Year Constructed	Location
Charlotte County Transmission Main (CCTM)	36	PCCP	7 miles	1980	DeSoto County/Charlotte County/City of North Port
Lake Suzy Transmission Main (LSTM)	12	PVC	2.4 miles	1980	DeSoto County
North Regional Transmission Main (NRTM)	42	Steel	23 miles	2001	DeSoto County/Sarasota County
Kings Highway Transmission Main (KTM)	24	DIP	5 miles	2001	DeSoto County
Desoto Regional Transmission Main (DRTM)	20	DIP	7 miles	2005	DeSoto County
Phase 1A Regional Interconnect and Pump Station	24	DIP	9 miles	2012	DeSoto County/Charlotte County
Phase 2 Regional Interconnect	42	DIP	7 miles	2013	DeSoto County/City of North Port/Charlotte County
Phase 3A Regional Interconnect and Pump Station	48	Steel	9 miles	2011	Sarasota County
Phase 1 Regional Interconnect	24	DIP	6.4 miles	2020	DeSoto County/Charlotte County
Phase 3B Regional Interconnect	48/36	Steel	5 miles	2021	Sarasota County

PCCP – Prestressed Concrete Cylinder Pipe

DIP – Ductile Iron Pipe

Table 3. Proposed Water Supply Facilities

Facility	Description	Anticipated Completion	Anticipated Capacity	Anticipated Demand	Proposed Financing
Partially Treated Water ASR Conversion	Pump station, filtration and disinfection system to convert existing finished water ASR system to use partially treated water from the reservoir system	2027	21 MGD	21 MGD	Water Rates Grant Funds
Peace River Facility Treatment Plant Capacity Expansion	Upgrade and expansion of the Peace River Facility to increase treatment capacity from current 51 MGD to 75 MGD.	2028	75 MGD	53 MGD	Water Rates Grant Funds
Peace River Regional Reservoir No. 3 (PR ³)	Off-stream reservoir and river intake to increase storage by 6 BG to 9 BG	2028	6 BG to 9 BG	20 MGD	Water Rates Grant Funds

Table 4. Proposed Pipelines

Facility	Description	Anticipated Completion	Anticipated Capacity	Anticipated Demand	Proposed Financing
Phase 3C Regional Interconnect	Approximately 10 miles of 42 to 48-inch diameter pipe and pump station.	2025	31-41 MGD	N/A	Water Rates Grant Funds
Phase 3C Regional Extension (Connection with Manatee)	Approximately 11 miles of 24 to 36-inch diameter pipe and pump station.	2028	10-23 MGD	N/A	Water Rates Grant Funds
Phase 2B/2C Regional Interconnect	Approximately 24 miles of 48/42-inch diameter pipe and pump station.	2028	31 - 41 MGD	N/A	Water Rates Grant Funds

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
December 1, 2021

CONSENT AGENDA
ITEM 5

CY 2022 Peace River Hydrobiological Monitoring Program
Work Order with Janicki Environmental, Inc.

Recommended Action -

Motion to approve and authorize Executive Director to execute Work Order No. 2 'Peace River HBMP Scope of Services – 2021-2022 HBMP' for an amount not to exceed \$477,649.00.

The Authority's Peace River Hydrobiological Monitoring Program (HBMP) is an environmental and water quality monitoring program that has been ongoing for approximately 40 years. The Program continues to provide invaluable information on the environmental health of the Peace River and the upper portion of Charlotte Harbor Estuary. The HBMP is a requirement of the Authority's current Water Use Permit for withdrawals from the river.

On September 30, 2020 the Board approved a contract with Janicki Environmental, Inc., to conduct the Authority's Hydrobiological Monitoring Program on the Peace River. A Work Order, approved by the Authority Board, is issued each calendar year for the program. For Calendar Year 2022, Work Order No. 2 'Peace River Hydrobiological Monitoring Program (HBMP) 2021-2022 HBMP' with Janicki Environmental, Inc. is proposed for Board consideration. This Work Order includes field sampling and laboratory services; monthly operation of eight existing HBMP continuous salinity recorders; data management and quality control; 5-year aerial vegetation analysis and compilation of the 2021 HBMP 5-Year Comprehensive Data Report at a total cost not to exceed \$477,649.00 which includes a \$20,000.00 owners allowance in case out-of-scope work is required.

Budget Action: No action needed.

Attachments:

Work Order No. 2 'Peace River Hydrobiological Monitoring Program (HBMP) - 2021-2022 HBMP'

WORK ORDER No. 2
Peace River Hydrobiological Monitoring Program (HBMP)
Scope of Services – 2022 HBMP

November 2, 2021

INTRODUCTION

The Authority administers and conducts a hydrobiological monitoring program for the Lower Peace River, including various tributaries of the Peace River and upper Charlotte Harbor, to assess environmental conditions, monitor the health of the Peace River and upper Charlotte Harbor system and the many factors that affect the system. This Hydrobiological Monitoring Program (HBMP) is a continuation of an existing comprehensive environmental study program that meets the requirements of the approved HBMP, and the permitted conditions found in the Peace River Regional Water Supply Facility SWFWMD water use permit No. 20010420.010. As defined by the permit conditions, the primary focus and overall objective of the HBMP is to assess the following key issues:

- Monitor river withdrawals from the Peace River by the Facility and evaluate gaged tributary flows from Joshua, Horse, and Shell Creeks, as well as the primary Peace River flows measured at Arcadia gauge and direct rainfall to the lower Peace River.
- Evaluate relationships between the ecology of the lower Peace River/upper Charlotte Harbor system and freshwater inflows.
- Monitor selected water quality and biological variables in order to determine whether the ecological characteristics of the estuary related to freshwater inflows are changing over time.
- Determine the relative degree and magnitude of effects of Peace River withdrawals by the Facility on ecological changes that may be observed in the lower Peace River/upper Charlotte Harbor estuarine system.
- Evaluate whether consumptive freshwater withdrawals significantly contribute to any adverse ecological impacts to the estuary resulting from extended periods of low freshwater inflows.
- Evaluate whether the withdrawals have had any significant effects on the ecology of the estuary, based on related information such as nutrient loadings, fish abundance, or seagrass distribution data collected as part of other studies conducted by the SWFWMD or other parties.

The primary goal of the HBMP study components is to provide the SWFWMD with sufficient information to determine whether the biological communities of the Lower Peace River/upper Charlotte Harbor system have been, are being, or may be adversely impacted by permitted freshwater withdrawals by the Authority's Facility.

The Authority has entered a contract with Janicki Environmental, Inc. (Janicki) to provide environmental services related to the Peace River Hydrobiological Monitoring Program. This Work Order No. 2 is for

services associated with the 2021 5-year Comprehensive Summary Report and 2022 data collection; other phases of the HBMP will be defined in separate future Work Orders.

Definitions and Acronyms

The following terms and acronyms are used in this scope of services:

- “Consultant” shall refer to Janicki Environmental, Inc.
- “Authority” shall mean the Peace River Manasota Regional Water Supply Authority
- “HBMP” shall refer to the Authority’s Hydrobiological Monitoring Program
- “MDQS” shall mean the Minimum Data Quality Standards
- “FDEP” shall refer to the Florida Department of Environmental Protection
- “SWFWMD” shall refer to the Southwest Florida Water Management District
- “WIN” shall refer to the FDEP Watershed Information Network environmental database
- “WUP” shall refer to the Authority’s water use permit
- “SAS” shall refer to Statistical Analysis System

SCOPE OF SERVICES

The environmental services to be provided by the Consultant for the Work Order No. 2 – 2022 HBMP include specific tasks and duties to be conducted annually related to the development and completion of each element of the HBMP. Services to be provided by Consultant to the Authority generally consists of, but are not limited to: collection of monthly Lower Peace River and upper Charlotte Harbor HBMP water quality samples at the fixed and moving stations; laboratory analysis of HBMP monthly water samples; Quality Assurance (QA) and Quality Control (QC) of HBMP monthly water quality data; as needed water quality data management and statistical analysis of HBMP data; development of the 2021 5-year Comprehensive Summary Report; annual upload of HBMP data to the Florida Department of Environmental Protection’s WIN; annual development of the HBMP aerial/satellite photos of the Peace River riparian vegetation; collect monthly HBMP continuous recorders data in the river; service and maintain the continuous recorders as needed; replace continuous recorders as needed; obtain and review river flow and water quality data from other consultants or agencies as needed to complete the statistical analysis and reports required; and any other environmental services required for the implementation of the Authority’s HBMP. A map of the HBMP Area is shown on Figure 1.

This scope of work includes the following tasks:

- **Task 1 – HBMP Project Management**
- **Task 2 – Field Sampling and Laboratory Services**
- **Task 3 – Monthly Operation of Eight Existing HBMP Continuous Salinity Recorders and Locations**
- **Task 4 – Data Management and Quality Control**
- **Task 5 – Aerial Riparian Vegetation Imagery**
- **Task 6 – HBMP 2021 5-year Comprehensive Summary Report**
- **Task 7 – Meeting and Presentation to SWFWMD to Present Results and Proposed Changes**
- **Task 8 – Owner’s Allowance**

TASK 1 - HBMP PROJECT MANAGEMENT

The Consultant will provide management of all the tasks described above. On a monthly basis, the Consultant will update the Authority's project manager on the progress of the project. This brief summary will include any issues/problems encountered during the prior month, or any notable results obtained since last report and the updated master data set. These progress reports may also include updates on equipment status or repair/replacement needs. Any significant changes in project staffing (project manager, QA officer, etc.) will also be reported. All contractors on the project will be required via the QA plan to submit a contractor form listing staff, and their roles, involved in the project on a semi-annual basis.

TASK 2 – FIELD SAMPLING AND LABORATORY SERVICES

The Consultant will conduct two (2) water quality sampling events per month from January 2022 through December 2022. All sampling will be conducted in accordance with the HBMP QA Plan 2019 Update. This schedule of sample events results in 12 months of sampling and 24 total sampling events.

Water Quality Sampling Event 1 (isohaline-based moving stations) - During approximately the first week of each month, near surface water samples will be collected at four "moving" salinity-based isohaline sampling locations (0, 6, 12, and 20 psu) along a river kilometer centerline running from the imaginary "mouth" of the Peace River upstream to above its junction with Horse Creek, and downstream to Boca Grande Pass and a fixed point (RK 30.7) along the freshwater/saltwater estuarine gradient. All five stations will also be sampled concurrently for *in situ* measurements.

Water Quality Sampling Event 2 (fixed stations) - Approximately two weeks after Water Quality Sampling Event 1, a second sampling event will be conducted near high tide to collect near surface and near bottom water samples at five fixed-station locations (RK -2.4, RK 6.6, RK 15.5, RK 23.6, RK 30.7) along the estuary transect. These five stations, plus an additional eleven fixed-stations (Figure 1 and Table 1.1) will be sampled for *in situ* measurements during the "fixed" sampling event.

Multiple QA/QC procedures are implemented during pre-mobilization, active field sampling and post-sampling (check lists, instrument calibration and validation, duplicate samples, field blanks, chain of custody, datasheet review, etc.), as detailed in the QA Plan 2019 Update. Sampling issues, questions about sample quality, or other problems that may arise during or after sampling will be communicated to the Consultant and the Consultant will alert the Authority to any issues requiring immediate response.

In addition to procedures implemented pre-, during, and post-sampling, annual field and laboratory audits will be implemented as described in the QA Plan 2019 Update. This ensures staff remain up to date on current standard operating procedures for the project, and under-stated guidelines (laboratory certification).

Figure 1

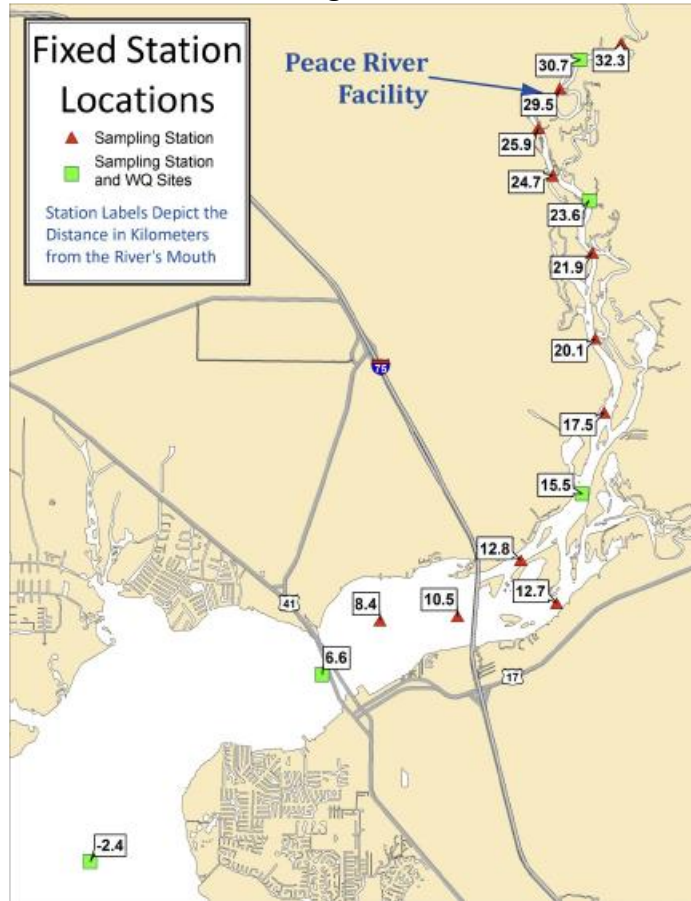


Table 1.1

Table 1.1. Current HBMP fixed sampling locations and type of sampling at each.

Historical Station Number*	River Kilometer	Longitude	Latitude	Surface and Bottom Grab	Vertical Profile	Light Profile
9	-2.4	-82.120804997	26.899462366	X	X	X
10	6.6	-82.060335575	26.943926379	X	X	X
21	8.4	-82.045251812	26.956677340		X	X
11	10.5	-82.024836333	26.957901173		X	X
92 (Shell Creek 9)	12.7	-81.998868748	26.961155578		X	X
22	12.8	-82.008383037	26.971124186		X	X
12	15.5	-81.992389772	26.986902711	X	X	X
23	17.5	-81.986780641	27.006003452		X	X
13	20.1	-81.989252945	27.023380201		X	X
24	21.9	-81.990176913	27.043555811		X	X
14	23.6	-81.991086233	27.055822432	X	X	X
25	24.7	-82.000788033	27.061685745		X	X
15	25.9	-82.004641029	27.072758504		X	X
17	29.5	-81.999043967	27.082132965		X	X
18	30.7	-81.993801633	27.088900987	X	X	X
19	32.3	-81.982998819	27.092769561		X	X

*Station numbers as utilized prior to standardization of stations to river kilometer.

All samples collected during the monthly fixed-station and isohaline-based events will be analyzed for the water quality parameters presented in Table 1.2. Note that total phosphorus was re-instated as a parameter for the HBMP, at all stations for both isohaline-based and fixed-station sampling, in July 2021.

Table 1.2

Table 1.2. HBMP chemical water quality parameters analyzed in isohaline-based and fixed-station sampling.	
Salinity	Ammonia/Ammonium Nitrogen
Chloride	Total Kjeldahl Nitrogen
Color	Total Nitrogen
Iron	Suspended Solids
Ortho-Phosphorus	Volatiles Solids
Total Phosphorus	Chlorophyll <i>a</i>
Nitrate + Nitrite Nitrogen	

The RK 30.7 (Station 18) samples collected from the surface on both fixed and moving station sampling events will also be analyzed for the following analytes:

- Potassium
- Sulfate
- Fluoride
- Alkalinity
- TDS
- Sodium

Field blanks and duplicate water chemistry samples will be taken for QA/QC purposes. Water quality samples will be delivered to the laboratory within 12 hours of sampling. Table 1.3 provides the total monthly sample numbers for the two water quality sampling events.

Table 1.3

Table 1.3. Monthly Peace River HBMP Chemistry Sample Numbers.				
Sampling Event	Surface Samples	Bottom Samples	Replicates	Blanks
Water Quality Sampling Event 1- Isohaline-based Stations	5		1	1
Water Quality Sampling Event 2 - Fixed Stations	5	5	2	1
Monthly Total	10	5	3	2

In situ water quality profile measurements will be made at all fixed and moving station locations and will include temperature, specific conductance, salinity, pH, and dissolved oxygen using a YSI Pro DSS water quality instrument (or similar equipment). These measurements are taken from 0.15 m below surface and at 0.5 m increments until a depth of 0.15 m from bottom has been reached. This device will be calibrated before each use, according to the manufacturer’s specifications. In addition, a light profile will be taken using a LICOR photometer or another comparable digital instrument.

A digital and hard copy report detailing the results of each sampling event will be produced and archived.

All samples will be analyzed by a laboratory that is appropriately qualified and with a history of supporting the Authority HBMP (Benchmark). Table 1.4 presents the parameters to be measured and the associated analytical method and method detection limit.

Table 1.4

Table 1.4. Water quality parameters and associated analytical method and method detection limit.		
Analyte	Method	Detection Limit
Color	SM2120B	2.5 µg/L
Chloride	EPA 300.0	0.353 mg/L
TSS	SM2540D	0.570 mg/L
Total Volatile Suspended Solids	SM2540E	1.4 mg/L
Nitrate-Nitrite	EPA 353.2	0.004 mg/L
Total Nitrogen	EPA 353.2+ EPA351.2 Calculated Value	0.054 mg/L
Ammonia, Total	EPA 350.1	0.008 mg/L
TKN	EPA 351.2	0.05 mg/L
Ortho-Phosphorus	EPA 365.3	0.002 mg/L
Silica	SM4500-SIO2C	0.053 mg/L
Iron	EPA 200.7	0.029 mg/L
Chlorophyll a, b, c	SM10200H	3.46 µg/L
Potassium	EPA 200.7	0.169 mg/L
Total phosphorus	EPA 365.3	0.008 mg/L
Sulfate	EPA 300.0	0.334 mg/L
Fluoride	EPA 300.0	0.030 mg/L
Alkalinity	SM2320B	0.594 mg/L
TDS	SM2540C	7.26 mg/L
Sodium	EPA 200.7	0.034 mg/L

The laboratory results will be provided to the Consultant monthly in the form of PDF reports and Excel electronic data deliverables. These raw results are stored in raw format in an annual data folder by the Prime Consultant. Raw results are viewed by the Consultant immediately for any indication of samples out of hold time, etc. Following the monthly QA/QC review (described in Task 4) the monthly data are finalized and appended to the master SAS databases. All data will be shared with the Authority as requested.

Both field and laboratory audits will be conducted to determine and measure compliance with all aspects of the QA/QC Plan. Internal field audits will be performed on a regular basis and problems and/or deficiencies will be noted, and improvements addressed. The basis of review will be the SOPs and protocols specified in QA Plan 2019 Update. All field work performed under the HBMP may be subject to on-site systems audits conducted by outside agency staff (potentially the District and/or the Authority). All members of the project team will accommodate such on-site system audits with notice.

The laboratory participates in the Southwest Florida Regional Ambient Monitoring Program (RAMP). The HBMP Consultant receives quarterly reports resulting from RAMP meetings that illustrate how lab analyses conducted at the current HBMP laboratory compare with other laboratories in southwest Florida. The HBMP Project QA/QC Officer will meet with the Laboratory Quality Assurance Officer as needed to review any issues that may arise as a result of RAMP. Additionally, the Project QA/QC Officer may conduct an audit to evaluate those components of the laboratory's Comprehensive Quality

Assurance Manual pertinent to the HBMP. At that time, any problems or potential deficiencies will be documented, and corrective actions addressed.

The Laboratory receives on-site evaluations and/or inspections by the DOH on an annual basis. This is a complete system audit. At the completion of the inspection any deficiencies discovered are noted in writing and corrections documented. Internal performance audits are coordinated by the Laboratory Quality Control Officer to evaluate accuracy of particular chemical analyses. This is to be done by introducing blind samples of known standards (unknown to the analyst) into the normal flow of chemistry analysis and checked for accuracy. External performance audits comprise participation in the EPA Water Supply and Water Pollution evaluation performance studies which are conducted on a semi-annual basis.

TASK 3 - MONTHLY OPERATION OF EIGHT EXISTING HBMP CONTINUOUS SALINITY RECORDERS AND LOCATIONS

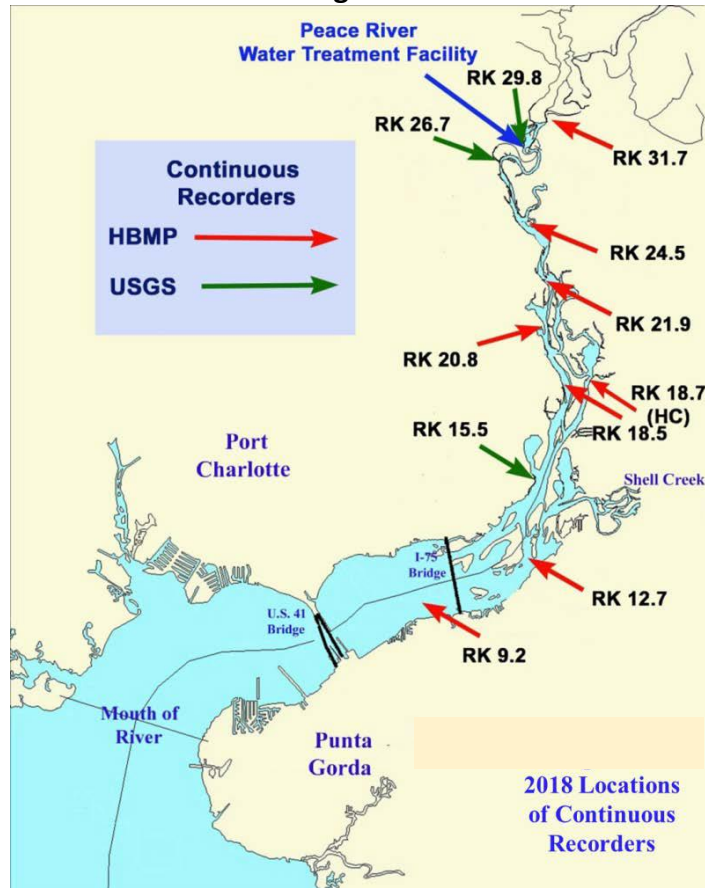
This task entails the estimated monthly effort for the required ongoing maintenance and data collection from the currently installed eight HBMP continuous recorders. All sampling and review of collected data will be conducted in accordance with the HBMP QA Plan 2019 Update. This task includes maintenance and operation of continuous recorders, as well as Manufacturer service and repair of equipment as needed. These sub-tasks are described below.

TASK 3.1 Maintain and Operate Eight Specific Conductance Recorders and Field QAQC, Data QAQC, Database Entry and Data Transmittal

The Consultant will maintain and operate the Authority's 16 existing temperature and specific conductance recorders at eight separate locations (stations) along the lower Peace River HBMP monitoring transect. The continuous recorders are located along the main river channel from approximately a kilometer downstream of the I-75 Bridge to the former Fort Ogden railroad trestle upstream of the Authority Facility (Figure 2 and Table 2.1).

The recorders will be deployed in the currently installed PVC stilling wells on existing channel markers, speed zone signs, and railroad trestle pilings. All eight recorders will be deployed so that the sensors float just below the water surface (~4 inches) in the stilling wells. The recorders will measure and log temperature, specific conductance, and sensor depth in water at a minimum of an hourly basis (typically 15-minute intervals).

Figure 2



Current locations of eight Authority and three USGS HBMP recorders.

Table 2.1

Table 2.1. Summary current HBMP-operated continuous recorders along the lower Peace River including their river kilometer locations and recorder file name.		
Gage ID, Location and Period of Monitoring	Recorder File Name	River Kilometer
RK09 – Navigation Marker south of I75 Bridge – June 2011 to present	9	RK 9.2
RK12 - Manatee Zone Marker near Shell Creek – Jun 2011 to present	12	RK 12.7
RK18 – Channel Marker in Area of Power Lines – June 2011 to present	15	RK 18.5
RK18_HC - Manatee Zone Marker on Hunter Creek - Jun 2011 to present	JL	RK 18.7
RK20 – Channel Marker downstream of Island – June 2011 to present	19	RK 20.8
RK21 - Manatee Zone Marker near Liverpool area - Dec 2005 to present	21	RK 21.9
RK24 - Manatee Zone Marker gage near Navigator Marina - Dec 2005 to present	24	RK 24.5
RK31 - Ft. Ogden Railroad trestle upstream of Facility – May 2008 to present	31	RK 31.7

The recorders used in this work assignment are owned by the Authority and are shown in Table 2.2. It is anticipated that additional Authority-owned recorders (In Situ Aqua Troll 200) used as part of a special study will become available during 2022 to be used as needed for the HBMP. The Consultant will both operate and maintain the recording equipment. The Authority will be responsible for costs related to equipment repair resulting from normal operation and any extensive servicing by the equipment manufacturer, beyond typical maintenance repairs that can be made by the Consultant’s staff. The Consultant will maintain a log of all Authority-owned equipment detailing equipment serial numbers (or other identifying information), operational status (e.g., operational, in need of repair, or non-functioning), and current location (station at which the equipment is deployed, in storage at the

Consultant’s facility, or at manufacturer for repair). The equipment log will be available to the Authority upon request and transmitted to the Authority annually.

Table 2.2

Table 2.2 Authority-Owned Equipment Currently Assigned to this Project and Deployed in the Field or in Consultant Storage Facilities.					
Sonde Serial Number	YSI Equipment Type	Sensor Serial Number	Sensor	Sonde Manufacture Year	Sensor Manufacture Year
06C1905AA	600 XLM sonde	16H100623	temp/cond	2006	2016
06C1905AC	600 XLM sonde	12C100521	temp/cond	2006	2012
06C1909AB	600 XLM sonde	07J100134	temp/cond	2006	2007
06C1909AD	600 XLM sonde	19J100827	temp/cond	2006	2019
06C1909AC	600 XLM sonde	14M100013	temp/cond	2006	2014
08A100760	600 XLM sonde	07M100304-PT	temp/cond	2008	2007
08A100761	600 XLM sonde	07M100304-PS	temp/cond	2008	2007
11F100015	600 XLM sonde	11F101990	temp/cond	2011	2011
11F100016	600 XLM sonde	11E101990	temp/cond	2011	2011
11F100017	600 XLM sonde	15B100759	temp/cond	2011	2015
11F100018	600 XLM sonde	15B100399	temp/cond	2011	2015
11F100019	600 XLM sonde	18A100759	temp/cond	2011	2018
11F100020	600 XLM sonde	11E102167	temp/cond	2011	2011

Continuous recorder standard operational procedure for a download and maintenance event (typically monthly) are as follows:

- One continuously recording sonde will be deployed at each of the eight monitoring locations
- The sondes will be programmed to record data at 15-minute intervals. (1-hour intervals if projected battery life will not allow a normal 5-week deployment)
- The sondes will be calibrated and programmed to record:
 1. Temperature
 2. Specific Conductance
 3. Salinity (sonde software calculates this from temperature and specific conductance)
- Data will be downloaded monthly by the Consultant unless equipment failure or weather prevents.
- Two complete sets (8) of Authority-owned continuous recorders will be maintained by the Consultant when equipment condition allows.
- When sufficient operational sondes (two complete sets) are available, the Consultant will:
 1. Calibrate a full set (8) of sondes prior to each field download/deployment event
 2. Remove the currently-deployed sondes from the field for post-deployment calibration verification, maintenance, download and storage at a Consultant office

3. Deploy one of the replacement set of sondes at each of the HBMP stations
- When sufficient replacement sondes are not available (i.e., all sondes are not operating) the Consultant will:
 1. Notify Authority of sonde conditions.
 2. Conduct post-deployment calibration and maintenance in the field
 3. Download data in the field
 4. Redeploy the sonde at that station on that same day
 - The Consultant will clean and maintain the stilling wells as needed to ensure data quality

The quality assurance, quality control, and validation conducted by the Consultant under this task will rely on pre-deployment calibration procedures and comparison to other YSI sondes (sondes recording in same bucket of water). This will involve tracking pre-calibration variances and post-event verification drift from standard solutions (sondes must read within $\pm 5\%$ of the standard) over time to ensure valid operation of the individual sensors and stilling wells. The tracking will also identify when sensor or accessory performance is beginning to degrade to allow equipment replacement before it affects overall project goals. If sensors begin to respond near the 5% variance limit of calibration standard during the normal calibration procedure, then sensors are replaced.

The Consultant will maintain the raw data collected under this work assignment as the individual text files output from the continuous recorders. Sonde deployment data and water column profile information will be maintained in an excel spreadsheet. The Consultant will perform QA/QC review (as described in Task 3) monthly on the data before appending to the master SAS database. Data will be provided to the Authority as requested. The data to be maintained will include the following meta data:

- a description of monitoring activities conducted (e.g., dates of deployment and download),
- description of any problems encountered,
- notes of any unique conditions observed, and
- database-field documentation of data qualification and validity in the electronic copies of the data collected.

The Consultant will also maintain an equipment log documenting the location repair history for each of the Authority-owned sondes.

Task 3.2. Manufacturer's Servicing & Repair of Authority-Owned Equipment

The Authority will be responsible for manufacturer's fees related to equipment repair and servicing by the equipment manufacturer. The Consultant will be responsible for coordinating repair and servicing of Authority-owned equipment. The Consultant will request and receive Authority approval before ordering replacement parts for the equipment or sending the equipment to the manufacture for diagnostic assessment, service and/or repairs.

TASK 4 – DATA MANAGEMENT AND QUALITY CONTROL

Task 4.1 Monthly QA/QC Reviews

On a monthly basis, HBMP data will be compiled from the various program elements and include field collected physical and light profile data, lab-analyzed samples' water quality data, and continuously recorded data. Data from each component will undergo quality controls using the SAS program created by previous Authority consultants. Potential outliers of historical ranges, values that vary from expected trends (e.g., increasing salinity with increasing depth), or other possible sources of error will be identified. Values that are flagged as potential anomalies will be verified with the data collector, updated if a typographical error occurred, or flagged with comment in the dataset to indicate data to be excluded from further analyses.

Monthly datasets, once quality controlled and finalized, will be appended to the master datasets for each sampling element and transmitted to the Authority. All data will be shared with the Authority as requested.

Master datasets will be backed up on a minimum of a weekly basis and updated in a warehouse of data on a minimum quarterly basis. If trends in data anomalies are observed (indicating possible changes in lab methods, equipment malfunctions, changing patterns), the Authority project manager will be notified of possible issues, and the data collector/analyzer will be alerted to monitor future collections/analyses.

Task 4.2 Upload of HBMP data to WIN

Import configurations originally created by the Consultant for upload of Authority data will be verified against current data standards and requirements of WIN. If fields have been added or changed, the configurations will be updated to reflect current standards. Major changes are not anticipated. One minor change is the addition of Total Phosphorus to all sample locations of the HBMP. Coordination with FDEP will occur as needed.

The Consultant will prepare delimited files for WIN upload to FDEP. Software prepared by the Consultant will be used as needed to conform HBMP data to necessary formats, allowable values, etc. for WIN upload. Tables of minimum data quality standards (MDQS) and example files provided by FDEP will be used to ensure all required data fields are provided in proper format.

Station files will be prepared and loaded to WIN. Fixed stations are permanent locations and only need to be loaded the initial year of uploads to WIN. This was completed during the upload of 2017 data. Moving stations, by their nature, change location every month, and thus 4 new stations are created each month of sampling. An import file for the moving stations will be prepared and loaded to WIN. Once loaded, stations must be visually confirmed, one by one, within WIN. Each station is displayed on a map within WIN and will be verified or relocated as needed.

Analytical results will include field data (Hydrolab/YSI) and data provided by the laboratory analyses provided via electronic deliverable. Separate results files will be created for each type of sampling (field vs. lab, etc.).

Once loaded, the data appear in a staging area and various error checks are completed. If the file did not contain errors, the file will show as “Ready for Migration”. However, if Basic Validation Errors have occurred, the loader will be directed to view and correct such errors. Once such errors are corrected, Advanced Validation Errors will be shown, if any. The data loader can then correct any further errors, if detected. Any discrepancies resulting from mismatched data entries provided by the entities responsible for the data collection will be verified with the data provider and corrections incorporated into the uploaded dataset. A log will be maintained to track the upload and error correction process.

Once errors of any kind, if detected, are corrected, the data (for a given type: Station, Result) will be migrated from the staging area into WIN. Occasionally, FDEP has questions regarding newly uploaded data. Should this occur, the Consultant will supply any requested information, or provide any corrected data files requested by FDEP and approved by the Authority.

TASK 5 - AERIAL RIPARIAN VEGETATION IMAGERY

The HBMP requires the Authority to obtain annual aerial imagery in and around the withdrawal point along the Peace River on an annual basis.

Task 5.1 Aerial Imagery Acquisition

The Consultant will coordinate with a third-party vendor to obtain annual routine aerial imagery. Imagery will be 1.5m pan-sharpened multi-spectral imagery previously taken from SPOT during the “winter” months between February 2022 and March 2022. The imagery will have minimal cloud cover (ideally 0%) and will be orthorectified. The defined area of interest is identified in Figure 3 below. The goal of the annual routine aerial interpretation is to provide a spatial overview that identifies any changes that support the greater 5-year comprehensive report.

Task 5.2 Imagery QC

The Consultant will perform a review of the acquired annual routine aerial imagery to identify any apparent image quality issues as well as areas of interest that need to be further investigated.

The Consultant will submit three sets of final CDs containing orthorectified imagery as .TIFF files and two (2) high resolution 36”x48” printed maps to the Authority.

Task 5.3 As-needed Ground Truthing

The Consultant may mobilize and field-survey areas of interest identified during the annual routine QC process if needed. This effort is limited to one 8-hour field effort. If significant issues or changes are identified, the Consultant will discuss the option of implementing an additional SOW to specifically address these items.

Task 5 annual routine aerial photos will be completed to allow sufficient time for the Authority to review the deliverables and Authority submittal to the SWFWMD on October 1, 2022.

Figure 3



Proposed area of interest.

TASK 6 - HBMP 2021 COMPREHENSIVE SUMMARY REPORT

The Peace River Facility’s water use permit requires that Comprehensive Summary Reports, which summarize and statistically analyze the HBMP data collected to date, be submitted to the District at 5-year intervals. Janicki Environmental prepared the most recent 2016 Comprehensive Summary Report which included data collected through 2016.

The Consultant will transmit a draft of the 2021 Comprehensive Summary Report to the Authority for staff comments and edits. The Consultant will then submit an updated draft for District review and approval by October 1, 2022. The District shall review draft reports and provide written comments within 45 days following submittal by the Consultant on behalf of the Authority. Final reports shall be submitted by the Consultant on behalf of the Authority within 90 days of receipt of the District comments. As required, the Consultant will submit to the Authority a single hard copy of the Report’s Executive Summary for the District’s file-of-record and up to an additional six (6) copies of the final report on CD.

The following presents a draft outline for the upcoming HBMP 2021 Comprehensive Summary Report. This outline is based off the previous 2016 Comprehensive Summary Report and is subject to alteration pending discussion with the Authority. Delivery of the final report to the Authority is scheduled to occur no later than September 1, 2022. Consultant will also upload the final report (minus raw data sets) to the local Water Atlas operated by USF.

Proposed Comprehensive Summary Report Outline

- Acknowledgements
- Executive Summary
- Table of Contents
- 1.0 Introduction
 - 1.1 Overview of the Peace River Facility's History and Permits
 - 1.2 HBMP Study Components and Special Studies
 - 1.3 Report Organization and Primary Objectives
 - 1.4 Summary
- 2.0 Summaries of Recent Relevant Reports (To be identified, one subsection per report)
- 3.0 Status and Trends in Regional Rainfall, Flows and Facility Withdrawals
 - 3.1 Hydrologic Setting
 - 3.2 Status and Trends in Watershed Rainfall Patterns
 - 3.3 Status and Trends in Gaged Watershed Freshwater Inflows
 - 3.4 Additional Analyses and Comparisons of USGS Gaged Flows in Peace River Watershed
 - 3.5 History, Status and Changes in Withdrawals
 - 3.6 Summary
- 4.0 Salinity in the Lower Peace River/Upper Charlotte Harbor Estuarine System
 - 4.1 HBMP Monitoring Elements for Salinity
 - 4.2 Spatial Patterns in Salinity
 - 4.3 Temporal Trends in Salinity
 - 4.4 Flow-Salinity Relationships
 - 4.5 Influence of Withdrawals on Salinity
 - 4.6 Other Anthropogenic Influences on Salinity/Specific Conductivity in Lower Peace River/Upper Charlotte Harbor
 - 4.7 Summary
- 5.0 Patterns and Trends of Hydrobiological Water Quality Indicators in the Lower Peace River/Upper Charlotte Harbor Estuarine System
 - 5.1 Dissolved Oxygen
 - 5.2 Chlorophyll *a*
 - 5.3 Nitrate/Nitrite
 - 5.4 Total Kjeldahl Nitrogen
 - 5.5 Ortho-phosphorus
 - 5.6 Silica
 - 5.7 Water Color
 - 5.8 Summary
- 6.0 Regulatory Influences on Water Withdrawals from the Lower Peace River
 - 6.1 Introduction and Overview
 - 6.2 Overview of the MFL for the Lower Peace River
 - 6.3 Overview of the Peace River Facility's History and Permits

- 6.4 Water Quality Impairments in the Peace River Watershed
- 6.5 Summary

- 7.0 Water Demand and Supply
 - 7.1 Long-term Water Demand and Supply Projection
 - 7.2 Authority’s Master Water Supply Plan and Alternate Source Studies

- 8.0 Significant Environmental Change

- 9.0 Monitoring Design and Modifications to the Existing Long-Term HBMP Elements
 - 9.1 Introduction and Overview
 - 9.2 HBMP Monitoring Objectives
 - 9.3 HBMP Design Criteria
 - 9.4 Indicators of Environmental Change
 - 9.5 Previous HBMP Study Elements
 - 9.6 HBMP Design Modifications
 - 9.7 Summary

- 10.0 References and Relevant Literature Citations

Task 7 – MEETING AND PRESENTATION TO SWFWMD TO PRESENT RESULTS AND PROPOSED CHANGES

The Authority will schedule a meeting with SWFWMD staff to facilitate the communication of the results of the 5-year comprehensive report for the HBMP and any recommended changes in the HBMP. The Consultant will attend the meeting and prepare and present the results of the 5-year comprehensive report for the HBMP and any recommended changes in the HBMP.

SCHEDULE

The Scope of Services will be delivered in the 12 months of 2022. The estimated time required for the completion of each task and the approximate date for distribution of deliverables are as described above in the scope of services.

FEE

Consultant will provide the above described scope of services as requested by the Authority and will invoice monthly based on a percent complete basis for the estimated not to exceed total lump sum cost of \$477,649. The compensation for Tasks 1 through 7 will be a lump sum basis and is broken down by Task in Table 3 below. The owner’s contingency allowance of \$20,000 is being added to the total not to exceed cost. The owner’s contingency allowance is only accessible following prior written approval from the Authority. Consultant’s fee schedule is included as Exhibit A.

Table 3

DESCRIPTION	BUDGET
Task 1 Project Management	\$24,600
Task 2 Field Sampling and Laboratory Services	\$114,996
Task 3 Monthly Operation of Eight Existing HBMP Continuous Salinity Recorders Locations	\$62,100
Task 4 Data Management and Quality Control	\$84,768
Task 5 Aerial Riparian Vegetation Analysis	\$5,740
Task 6 HBMP 2021 Comprehensive Summary Report	\$161,000
Task 7 Meetings with SWFWMD	\$4,445
Task 8 Owner's Allowance	\$20,000
TOTAL	\$477,649

The above described project task budget is estimated for each task. Each task dollar amount invoiced may be adjusted per task by the Authority Project Manager as long as the total budget amount is not exceeded.

ATTACHMENT A

Consultant's Fee Schedule Form (Labor)

Item	Job Classifications: These job classifications and hourly rates should reflect the Consultant's organizational makeup and will be considered as a part of the selection process. Not all job classifications may be applicable to Consultant team. All current or planned job classifications must be listed on this sheet. Rates are to be fully burdened and shall be inclusive of any associated per diem, incidental and administrative costs.	Fully Loaded Hourly Labor Rates (\$)
1	Project Officer	\$125
2	Project Manager	\$225
3	Principal Scientist/Biologist III	\$265
4	Principal Scientist/Biologist II	\$235
5	Principal Scientist/Biologist I	\$200
6	Senior Environmental Scientist III	\$180
7	Senior Environmental Scientist II	\$165
8	Senior Environmental Scientist I	\$140
9	Environmental Scientist III	\$125
10	Environmental Scientist II	\$115
11	Environmental Scientist I	\$105
12	Sr. Environmental Technician	\$95
13	Environmental Technician	\$85
14	Senior Ecologist	\$180
15	Ecologist	\$140
16	Senior Hydrologist	\$190
17	Hydrologist	\$170
18	Senior Chemist	\$150
19	Chemist	\$120
20	CAD/GIS Manager	\$140
21	CAD/GIS Specialist	\$115
22	Senior Administrative Assistant	\$100
23	Administrative Assistant	\$60

Consultant's Fee Schedule (Equipment)

Item	Equipment Classifications: The Consultant is expected to make a diligent effort to list the various types and sizes of major equipment typical for routine work in the Consultant's area of specialty. This cost information should reflect the equipment the Consultant plans to use if selected and will be considered as a part of the selection process. The absence of any piece of equipment from this list shall not preclude its use.	Fully Loaded Hourly Equipment Rates (\$)
1	All-Terrain Vehicle (ATV)	\$125/day
2	Power Boat & Trailer	\$300/day
3	YSI 650 with 6920 Multi Probe	\$180/day
4	Jon Boat & Trailer	\$100/day
5	Canoe	\$30/day
6	4X4 Truck	\$85/day
7	Vehicle - Standard size	\$40/day
8	DJI Quad Drone	\$300/day
9	RTK-GPS	\$300/day
10	Trimble GPS	\$75/day
11	iPad/Android Tablet + 1m GNSS External Sensor	\$75/day
12	iPad/Android Tablet only	\$50/day
13	Laser Level	\$60/day
14	Garmin GPS or equivalent	\$25/day

Note: Attach as many sheets as needed to completely define the list of equipment classifications and associated rates that apply to the Consultant's general business and that might be incorporated into Work Orders.

Consultant's Fee Schedule (Equipment)

Item	Equipment Classifications: The Consultant is expected to make a diligent effort to list the various types and sizes of major equipment typical for routine work in the Consultant's area of specialty. This cost information should reflect the equipment the Consultant plans to use if selected and will be considered as a part of the selection process. The absence of any piece of equipment from this list shall not preclude its use.	Fully Loaded Hourly Equipment Rates (\$)
1	ISCO 2150 Area Velocity Flow Logger	\$25/day
2	Logging Rain Gage	\$10/day
3	Logging Water Level - Pressure Transducer	\$10/day
4	In-Situ Troll 9500 logging water quality multiprobe	\$200/week
5	YSI Hand-Held Salinity Meter or pH meter	\$30/day
6	Hand-Held Conductivity/Dissolved Oxygen Probe (YSI 85)	\$40/day
7	Water Quality Sonde	\$800/month
8	ISCO 6712 Portable Sampler w/ISCO 2105 Module	\$40/day
9		
10		
11		
12		
13		
14		

Note: Attach as many sheets as needed to completely define the list of equipment classifications and associated rates that apply to the Consultant's general business and that might be incorporated into Work Orders.

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
December 1, 2021**

**CONSENT AGENDA
ITEM 6**

**SWFWMD Cooperative Funding Agreement 22CF0003723 for PRMRWSA Regional
Acquisition of the Project Prairie Pumping and Storage Facilities**

Recommended Action -

Motion to approve and authorize the Executive Director to execute Cooperative Funding Agreement 22CF0003723 with SWFWMD for the PRMRWSA Regional Acquisition of the Project Prairie Pumping and Storage Facilities subject to General Counsel review and de minimis changes.

At the October 1, 2021 meeting the Board approved an Interlocal Agreement, Purchase and Sale Agreement and Operational Protocol for Authority acquisition of the Project Prairie Pumping and Storage Facilities on U.S. 17 from DeSoto County. The attached draft SWFWMD co-funding agreement (22CF0003723) commits SWFWMD funding up to \$637,500 for the purchase of facilities and construction of improvements necessary to configure these facilities to support the regional system. The project is included in the Authority's FY 2022 CIP budget at a total cost of \$1,275,000.

The attached co-funding agreement is a final draft provided by SWFWMD. These funding agreements are a standard form familiar to the Authority. Under the circumstances, staff recommendation is Board authorization for the Executive Director to execute the final agreement when available subject to General Counsel review and de minimis changes.

Budget Action: No action needed.

Attachments:

Draft Cooperative Funding Agreement 22CF0003723 with SWFWMD for the PRMRWSA Regional Acquisition of the Project Prairie Pumping and Storage Facilities

Southwest Florida Water Management District Cooperative Funding Initiative (CFI) Project Agreement (Type 1-3)

This Agreement, including any exhibits referenced, attached, or incorporated herein (Agreement) is entered into by and between the Southwest Florida Water Management District (District), 2379 Broad Street, Brooksville, Florida 34604, and the Cooperator named below.

Project Information

Cooperator Name: Peace River Manasota Regional Water Supply Authority (PRMRWSA)
 Cooperator Address: 9415 Town Center Parkway
Lakewood Ranch, Florida 34202
 Project Number: Q248
 Project Name: PRMRWSA Regional Acquisition of the Project Prairie Pumping and Storage Facilities
 Entity Type: Public
 Project Description: This Project consists of the regional acquisition of the Project Prairie Pumping and Storage Facility and constructing improvements necessary for the pumping station to support the regional transmission system.
 Electronic Signature: Yes

Funding/Agreement Information

Effective Date: <u>10/1/2021</u>	Expiration Date: <u>6/30/2023</u>
Type/Risk Level (1-3): <u>Type 2</u>	O&M Expiration Date: _____
Anticipated Total Project Cost: <u>\$1,275,000</u>	Multi-Year Funded Project: <u>No</u>
District's Maximum Share: <u>\$637,500</u>	Funding FY: <u>2022</u> <u>\$637,500</u>
	Approved: District <u>50%</u>
State Funding: <u>No</u>	Funding: CSFA #: _____ Title: _____
Federal Funding: <u>No</u>	CFDA #: _____ Title: _____
Cooperator's Total Share: <u>\$637,500</u>	Land Acquisition Cost: <u>No</u>
Third Party Review: <u>No</u>	Conservation Easement: <u>No</u>

Party Contacts

District Contract Manager
 Name: John Ferguson, Senior Professional Geologist
 Address: 2379 Broad Street
Brooksville, Florida 34604
 Phone: 1-800-423-1476 x4871
 Email: john.ferguson@swfwmd.state.fl.us

Cooperator Project Manager
 Name: Ford Ritz
 Address: 9415 Town Center Parkway
Lakewood Ranch, Florida 34202
 Phone: 941-316-1776
 Email: fritz@regionalwater.org

The Parties agree to comply with the terms and conditions of the following checked exhibits and attachments, which are incorporated herein by reference:

X	Exhibit A - CFI Standard Terms and Conditions (Public Cooperator)
	Exhibit A - CFI Standard Terms and Conditions (Private Cooperator)
X	Exhibit B - CFI Special Terms and Conditions – Standard Construction, Restoration, or Conservation with Construction
	Exhibit B - CFI Special Terms and Conditions – Construction (Water Quality/Flood Protection)
	Exhibit B - CFI Special Terms and Conditions – Construction (Reclaimed Water)
	Exhibit B - CFI Special Terms and Conditions – Construction (Aquifer Storage & Recovery and Recharge)
	Exhibit B - CFI Special Terms and Conditions – Non-Construction (Study, Conservation, Watershed Management Plan, or Third-Party Review {design only})
	Exhibit B - CFI Special Terms and Conditions – Construction/Non-Construction (Septic to Sewer)
	Exhibit C - Project Plan
	Exhibit D - State Funding Terms and Conditions
	Exhibit E - Federal Funding Terms and Conditions
	Exhibit F - Special Audit Requirements
	Exhibit G - Miscellaneous
	Additional Exhibits (if necessary)
	Attachment 1 - Contingency Funds Justification Form
X	Attachment 2 - Minority/Women Owned and Small Business Utilization Report Form
	Attachment 3 - Sample Conservation Easement
X	Attachment 4 - Cooperative Funding Agreement Checklist
	Additional Attachments (if necessary)

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: _____
 Name: _____ Date: _____
 Title: _____

PRMRWSA

By: _____
 Name: _____ Date: _____
 Title: _____
 Additional signatures attached on separate page

Exhibit A
Southwest Florida Water Management District
Standard Terms and Conditions
Public Cooperator

1. Project Contacts and Notices.

The individuals identified in the CFI Project Agreement are the prime contacts for matters relating to this Agreement. Each party shall provide notice to the other party of any changes to the prime contact information. All notices under this Agreement shall be in writing to the other party's prime contact and shall be sent by email or overnight mail, except for cure and default notices which shall be sent by certified mail. Unless otherwise indicated in this Agreement, reports may be provided by email. Notices and reports are effective upon receipt. Any notice or report delivered by email shall request a receipt thereof confirmed by email or in writing by the recipient and the effective date shall be the date of receipt, provided such receipt has been confirmed by the recipient.
2. Contact Authority.

The Cooperator's Project Manager is authorized to affirm the invoice certification required by this Agreement. The District's Contract Manager is authorized to approve requests to extend a Project task deadline or to adjust a line item amount of the Project Budget. The District's Contract Manager is not authorized to approve any time extension that will extend a Project task beyond the expiration date of this Agreement or which will result in a change to the total project cost or the parties' funding shares as identified in the CFI Project Agreement. Changes authorized by this Paragraph do not require a formal written amendment but must be in writing and signed in accordance with each party's signature authority.
3. Agreement Term.

The effective date of this Agreement is identified in the CFI Project Agreement. The expiration date is the date identified in the CFI Project Agreement, or upon the satisfactory completion of the Project and subsequent final reimbursement to the Cooperator, whichever occurs first. If Exhibit B requires the Cooperator to operate and maintain the Project after its completion, the operation and maintenance obligation shall survive the above-referenced expiration date for 20 years, beginning on the date provided in Exhibit B. The Cooperator is not eligible for reimbursement for any Project work conducted or costs incurred prior to the effective date of this Agreement.
4. Scope of Work.

The Cooperator shall perform the services necessary to complete the Project in accordance with Exhibit C, the Project Plan. The Cooperator shall commence and complete Project tasks in accordance with the Project Schedule, including any properly authorized extensions of time. Time is of the essence in the performance of each obligation under this Agreement. The Cooperator shall promptly advise the District of issues that arise that may impact the successful and timely completion of the Project. The Cooperator shall be solely responsible for managing and controlling the Project and its operation and maintenance, including the engagement and supervision of any consultants or contractors.
5. Funding.
 - 5.1. The anticipated total cost of the Project is identified in the CFI Project Agreement. The District's maximum funding share is identified in the CFI Project Agreement, subject to Paragraph 6 below. The Cooperator shall provide all remaining funds necessary for the satisfactory completion of the Project.
 - 5.2. Any state or federal appropriations or grant funds received by the Cooperator for the Project will be applied to reduce each party's share in accordance with their respective funding percentages as described in the CFI Project Agreement. If the District is a recipient of state or federal appropriations or grant funds for the Project, the District's reimbursement obligation of such funding amounts is contingent upon the District's receipt of such funds.

- 5.3. Reimbursement for expenditures of contingency funds is contingent upon the District's approval and determination, in its sole discretion, that the expenditures were necessary to achieve the resource benefit of the Project and were not in excess of what was reasonably necessary to complete the Project. The term "contingency funds" shall include funds that are allocated for unanticipated or extra work needed to complete the Project. Items not considered for reimbursement include those unrelated to the resource benefit or resulting from design errors and defects in the work. The Cooperator may submit up to 5% of the anticipated total cost of the Project for contingency reimbursement. The District's total reimbursement obligation of contingency expenses is limited to its funding percentage identified in CFI Project Agreement. If an invoice includes expenditures of contingency funds, the Cooperator shall complete and submit the Contingency Funds Justification Form exhibit to explain the basis of each line item expenditure.
- 5.4. The Cooperator shall evaluate the cost benefit of utilizing owner direct purchases for the Project and shall advise the District as to the reason the Cooperator did or did not choose to utilize owner direct purchase for major Project components.
- 5.5. 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 Project funding.
- 5.6. Unless otherwise indicated in this Agreement, the District shall withhold a retainage of 10% of its funding share until all submittals and deliverables required by this Agreement have been provided and the District's Contract Manager verifies their compliance with this Agreement.
- 5.7. If the Project Plan requires the District to contract with a consultant to perform a third-party review of the 30% design package:
 - 5.7.1. The District shall withhold reimbursement of the costs associated with the 30% design package in an amount equivalent to half the cost of the third-party review.
 - 5.7.2. The District has the right to terminate this Agreement without further payment obligation at the option of the District Governing Board, in its sole discretion, after being presented with the third-party review. If the Board decides to terminate this Agreement, the District shall not be obligated to reimburse the Cooperator for any post-30% design work.

6. Funding Contingency.

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 District's funding percentage is subject to change due to subsequent Governing Board approvals. However, once funds are appropriated for the Project in a given fiscal year and the Cooperator has expended allowable Project costs, the appropriated amount will not be reduced. If the District does not approve additional funds needed for the Project in a future fiscal year, the District is obligated to reimburse its share of Cooperator expenses incurred in the amount of funds the District appropriated as of the date of the District's non-appropriation. In this event, the District and the Cooperator, by mutual agreement, may reduce the Project scope. The Cooperator's performance and payment pursuant to this Agreement are contingent on the Cooperator's governing body or the Florida Legislature, as applicable, lawfully appropriating legally available funds.

7. Invoice and Payment.

- 7.1. The District shall reimburse the Cooperator for its share of allowable Project costs in accordance with the Project Budget, subject to its right to withhold funds as provided in this Agreement; however, at no point in time will the District's expenditure amounts under this Agreement exceed the District's funding percentage identified in the CFI Project Agreement.
- 7.2. Each invoice must include the following certification:

"I certify that the costs requested for reimbursement and the Cooperator's matching funds are directly related to the performance under the Agreement between the Southwest Florida Water Management District and the Cooperator (Agreement No.

_____), are allowable, allocable, properly documented, and are in accordance with the approved Project Budget. This invoice includes \$__ of contingency funds expenditures.”

If the invoice includes the use of federal or state appropriations or grant funds, the certification must also include the following sentence:

“The Cooperator received a total of \$__ in federal and state appropriations or grant monies for the Project and \$__ has been allocated to this invoice, reducing the District’s and Cooperator’s share of this invoice to \$__ / \$__ respectively.”

- 7.3. With the exception of the payment of contingency funds, the District shall reimburse the Cooperator within 45 days of receipt of an invoice with adequate supporting documentation to satisfy auditing purposes and submitted in the manner prescribed by this Agreement. The District shall reimburse the Cooperator for expenditures of contingency funds within a reasonable time to accommodate the process provided for in Subparagraph 5.3. The Cooperator shall submit original invoices to the District every 1 to 3 months electronically at invoices@WaterMatters.org. If the Cooperator does not have the capability to submit invoices electronically, the invoices may be mailed to the Accounts Payable Section, Southwest Florida Water Management District, Post Office Box 15436, Brooksville, Florida 34604-5436. Copies of invoices may also be submitted to the District’s Contract Manager to expedite the review process.
- 7.4. Any travel expenses authorized under this Agreement will be reimbursed in accordance with Section 112.061, Florida Statutes (F.S.), as may be amended from time to time.
- 7.5. Surcharges added to third party invoices are not considered an allowable cost under this Agreement.
- 7.6. The Cooperator shall comply with applicable procurement laws when procuring consultants and contractors to accomplish the Project. The District shall only be obligated to reimburse the Cooperator for costs incurred under contracts for Project work that is included in the Project Plan and is necessary to achieve the resource benefits of the Project, to be determined by the District in its sole discretion. Additionally, the District shall only be obligated to reimburse the Cooperator for costs that are reasonable, to be determined by the District in its sole discretion. In order for the District to make the above determinations, the Cooperator shall provide all solicitations to the District prior to posting, and contracts prior to execution, unless the solicitation has been posted or contract has been executed before the parties’ execution of this Agreement, in which case, the documents must be provided within 30 days of execution of this Agreement. The District shall provide a response to the Cooperator within 21 days of receipt of the solicitation or contract. Upon written District approval, the budget amounts for the Project work set forth in a contract will refine the Project Budget and be incorporated herein by reference. The District shall not reimburse the Cooperator for costs incurred under consultant and contractor contracts until the requirements of this Subparagraph are satisfied.

8. Dispute Resolution.

If an issue or dispute arises during the course of the Project, including whether expenses are reimbursable under this Agreement, the Cooperator shall continue to perform the Project work in accordance with the Project Plan. The Cooperator shall seek clarification and resolution of any issue or dispute by providing the details and basis of the issue or dispute to the District’s Contract Manager no later than 10 days after the issue or dispute arises. If not resolved by the District’s Contract Manager, in consultation with his or her Bureau Chief, within 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 Paragraph will not constitute a waiver of any legal remedy available to the Cooperator concerning the dispute.

9. Force Majeure.

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 the party obligated to perform the work, the party's obligation to meet the timeframes provided in this Agreement shall be suspended for the period of time the condition continues to exist. When the 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 2 days after the notice is delivered. The suspension of the party's obligations provided for in this Paragraph shall be the party's sole remedy for the delays set forth herein.

10. Project Records and Audit.

The Cooperator, upon request, shall permit the District to examine or audit all Project related records and documents during or following Project completion at no cost to the District. These records shall be available at all reasonable times for inspection, review, or audit. "Reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday. The Cooperator shall similarly require its consultants and contractors to maintain and allow access to such records for inspection, review, or audit purposes. 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 the District, all required records shall be maintained until the audit has been completed and all questions arising from it are resolved. The Cooperator shall maintain all such records and documents for at least 5 years following completion of the Project. If an audit has been initiated and audit findings have not been resolved at the end of the 5 years, the records shall be retained until resolution of the audit findings, which would include an audit follow-up by the inspector general if the findings result from an external auditor, or any litigation. The Cooperator understands and will comply with its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Cooperator shall similarly require its consultants and contractors to comply with their duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review or hearing. This Paragraph shall survive the expiration or termination of this Agreement.

11. Reports.

11.1. The Cooperator shall provide the District with a quarterly report describing the progress of the Project tasks, adherence to the Project Schedule and any developments affecting the Project. Quarterly means the calendar quarters ending March 31, June 30, September 30 and December 31. The Cooperator shall submit quarterly reports to the District's Contract Manager no later than 30 days following the completion of the applicable quarter.

11.2. Upon request by the District, the Cooperator shall provide the District with copies of data, reports, models, studies, maps and other documents resulting from the Project. This Subparagraph shall survive the expiration or termination of this Agreement.

11.3. If required in the Project Plan, the Cooperator shall submit all water resource data collected under this Agreement to the District for upload to District databases, and to the Florida Department of Environmental Protection's (FDEP) database for water quality data in accordance with Rule 62-40.540, Florida Administrative Code. This Subparagraph shall survive the expiration or termination of this Agreement.

11.4. The Cooperator shall provide the documents referenced in this Paragraph at no cost to the District.

12. Risk, Liability, and Indemnity.

12.1. To the extent permitted by Florida law, the Cooperator assumes all risks relating to the Project and shall 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.

- 12.2. The Cooperator shall 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.
- 12.3. This Paragraph, including all subparagraphs, shall not be construed as a waiver of the Cooperator's sovereign immunity or an extension of the Cooperator's liability beyond the limits established in Section 768.28, F.S. Additionally, this 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.
- 12.4. 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.
- 12.5. This Paragraph, including all subparagraphs, shall survive the expiration or termination of this Agreement.

13. Default.

A party may terminate this Agreement upon another party's failure to comply with any term or condition of this Agreement, provided the terminating party is not in default of this Agreement at the time of termination. The terminating party shall provide the defaulting party with a written notice stating its intent to terminate and describing all terms and conditions with which the defaulting party has failed to comply (Notice of Termination). If the defaulting party has not remedied its default within 30 days after receiving the Notice of Termination, this Agreement shall automatically terminate. If a default cannot reasonably be cured within 30 days, then the cure time may be extended at the terminating 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.

14. Release of Information.

The parties will not 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 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.

15. 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.

16. Permits and Real Property Rights.

The Cooperator shall obtain all permits, local government approvals and all real property rights necessary to complete and operate the Project prior to commencing any construction of the Project. The District shall not reimburse the Cooperator for allowable costs under this Agreement until the Cooperator has obtained all permits, approvals, and property rights necessary to complete the Project. This Paragraph shall survive the expiration or termination of this Agreement.

17. Law Compliance.

The Cooperator shall comply with all applicable federal, state and local laws, rules, regulations and guidelines related to performance under this Agreement.

18. 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 Cooperator shall encourage Project participation of minority owned and woman owned and small business enterprises, as prime contractors and subcontractors, in accordance with applicable laws.

18.1. If requested, the District shall assist the Cooperator by sharing information to help the Cooperator ensure that minority owned and woman owned and small businesses are afforded an opportunity to participate in the performance of this Agreement.

18.2. If the District's share of Project costs is greater than or equal to \$100,000, the Cooperator shall provide the District with the Minority/Women Owned and Small Business Utilization Report attached as an exhibit, indicating all contractors and subcontractors who performed Project work, the amount paid to 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. The report is required upon Project completion prior to final payment, or within 30 days of the execution of any amendment that increases the total Project cost, for information up to the date of the amendment and prior to the disbursement of any additional funds by the District.

19. Assignment.

No party may assign any of its rights or obligations under this Agreement, including any operation or maintenance obligations, without the prior written consent of the other party. Any attempted assignment in violation of this Paragraph is void. This Paragraph shall survive the expiration or termination of this Agreement.

20. Miscellaneous.

Nothing in this Agreement shall be construed or implied to create any relationship between the District and any consultant or contractor of the Cooperator. Nothing in this Agreement shall be construed to benefit any person or entity not a party to this Agreement. This Agreement is governed by Florida law and venue for resolving disputes under this Agreement shall be exclusively in Hillsborough County, Florida. Unless otherwise stated in this Agreement, if a court of competent jurisdiction deems any term or condition of this Agreement to be invalid, illegal, or unenforceable, the remaining terms and conditions are severable and shall remain in full force and effect. This Paragraph shall survive the expiration or termination of this Agreement.

21. 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.

22. Counterparts and Authority to Sign.

The signatures of all parties need not appear on the same counterpart. Unless otherwise indicated in the CFI Project Agreement, in accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to this Agreement.

23. Entire Agreement.

This Agreement, including the attached, referenced, and incorporated exhibit(s), constitutes the entire agreement between the parties and, unless otherwise provided herein, may only be amended through a formal amendment, signed by all parties to this Agreement. In the event of a conflict of contract terminology, priority shall be given first to the CFI Project Agreement; the exhibits, in the order presented in the CFI Project Agreement, except that Exhibit B shall take precedence over Exhibit A, and then the attachments in the order presented in the CFI Project Agreement.

Exhibit B
Southwest Florida Water Management District
Special Terms and Conditions
Standard Construction, Restoration, or Conservation with Construction

1. Project Funding.

- 1.1. The District Governing Board approved the funding of the Project based upon the expectation that the Measurable Benefit as provided in the Project Plan would be achieved. The Cooperator is solely responsible for implementing the Project in such a manner that the Measurable Benefit is achieved. If at any point during the progression of the Project, the District determines that it is likely that the Measurable Benefit will not be achieved, the District shall provide the Cooperator with 15 days advance written notice that the District will withhold payments to the Cooperator until such time as the Cooperator demonstrates that the Project will achieve the Measurable Benefit.
- 1.2. The District shall not reimburse the Cooperator for any costs under this Agreement until the notice to proceed with construction has been issued to the Cooperator's contractor; unless the Project Plan requires the District to perform a third-party review, in which case the District shall reimburse the Cooperator for the 30% design package costs subject to Subparagraph 5.7 in Exhibit A, and shall not reimburse the Cooperator for any post-30% design work until the notice to proceed with construction has been issued.

2. Repayment.

- 2.1. The Cooperator shall repay the District all funds the District paid to the Cooperator under this Agreement, except for the 30% design package costs if a third-party review was performed by the District, if: a) the Cooperator fails to complete the Project in accordance with the terms and conditions of this Agreement; b) the District determines, in its sole discretion, that the Cooperator has failed to maintain scheduled progress of the Project thereby endangering the timely completion of the Project; c) if the Cooperator is a public entity, the Cooperator fails to appropriate sufficient funds to meet the Project task deadlines; d) the District determines, in its sole discretion, that a permit, approval, or property right legal challenge has caused an unreasonable delay or cancellation of the Project; e) the Project is used for compensatory water quality treatment or mitigation or water use permitting withdrawal credits in violation of this Agreement; or f) any contractual requirement or expectation of the resource benefits resulting from the Project, including any requirement applicable to reclaimed water projects, is held to be invalid, illegal or unenforceable during the term of this Agreement, including the O&M Period. 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.
- 2.2. Notwithstanding the above, if the Project fails to achieve the Measurable Benefit, the Cooperator may request that the District Governing Board waive the repayment obligation, in whole or in part.
- 2.3. If the Cooperator is obligated to repay the District, the Cooperator shall repay the District within a reasonable time, as determined by the District in its sole discretion.
- 2.4. The Cooperator shall pay attorneys' fees and costs incurred by the District, including appeals, resulting from the Cooperator's failure to repay the District as required by this Agreement.
- 2.5. This Paragraph, including all subparagraphs, shall survive the expiration or termination of this Agreement

3. Operation and Maintenance. *Checked paragraph applies. All subparagraphs apply.*
- The Cooperator shall operate and maintain the Project for at least 20 consecutive years (O&M Period) beginning at Project completion in such a manner that the Project's resource benefits are achieved. If the Cooperator ceases to operate and maintain the Project, the Cooperator shall repay the District 5% of total District monies contributed to the Project for each year or a fraction of a year in which the Project is not operated and maintained. The rights and remedies in this Paragraph are in addition to any other rights and remedies provided by law or this Agreement.
 - The Cooperator shall operate and maintain the Project in perpetuity to ensure the proper hydraulic operation and compliance with all environmental permits. If the Cooperator ceases to operate and maintain the Project, the Cooperator shall repay the District 5% of total District monies contributed to the Project for each year or a fraction of a year in which the Project is not operated and maintained. The rights and remedies in this Paragraph are in addition to any other rights and remedies provided by law or this Agreement.
- 3.1. Within 30 days of Project completion, or as extended by the District in writing, the Cooperator shall provide the District with construction record drawings, signed and sealed by a professional engineer, certifying that the Measurable Benefit has been achieved. If required in the Project Plan, the Cooperator shall provide the District with an operation and maintenance plan that provides reasonable assurance that the Project will be operated and maintained as required by this Agreement. Every 2 years during the O&M Period, the Cooperator shall generate a report describing the operation and maintenance activities that took place during the reporting period and certifying that the required resource benefits have been achieved. The Cooperator's obligation to generate and maintain such reports shall continue throughout the O&M Period.
- 3.2. The District retains the right to audit any certification and, if requested by the District, the Cooperator shall provide documentation to support its certification that the required resource benefits have been achieved.
- 3.3. This Paragraph, including all subparagraphs, shall survive the expiration or termination of this Agreement.
4. Design Submittal. *Checked paragraph applies.*
- The Cooperator shall provide the District with the final design drawings, signed and sealed by a professional engineer, including supporting documentation. The District shall provide written notice to the Cooperator within 15 days of receipt of the design submittal advising if it appears to meet the requirements of this Agreement. The District's acceptance of the design submittal shall not be construed as an approval of the design, or a representation or warranty that the District has verified the architectural, engineering, mechanical, electrical, or other components of the construction bid documents or that such documents are in compliance with applicable rules, regulations or law, including the District's.
 - The Cooperator must ensure that the design of the Project maximizes the resource benefits to the greatest extent practicable. The Cooperator shall provide the District with the 30%, 60%, 90% and final design drawings, including supporting documentation. A professional engineer shall, at a minimum, sign and seal the final design drawings. The District shall provide written notice to the Cooperator within 15 days of receipt of each design submittal, advising if it appears to meet the requirements of this Agreement. The District's acceptance of any design submittal shall not be construed as an approval of the design, or the architectural, engineering, mechanical, electrical, or other components of the construction bid documents, or that

such documents are in compliance with applicable rules, regulations or law, including the District's.

5. Compensatory Treatment Mitigation.

The Project shall not be used by the Cooperator or any other entity as compensatory water quality treatment or wetland mitigation, or any other required mitigation due to impacts for any projects. The Project shall not be used for water use permitting withdrawal credits. The Project may be used for self-mitigation due to impacts specifically associated with the construction of the Project. This Paragraph shall survive the expiration or termination of this Agreement.

6. Additional Clauses. *Checked paragraphs apply.*

Signage.

The Cooperator shall provide signage at the Project site that recognizes the District's funding for the Project. All signage must receive the District's written approval as to form, content and location, and must be in accordance with local sign ordinances.

Conservation Easement.

The Cooperator shall convey a perpetual conservation easement as defined in Section 704.06, F.S., to the District, over the Project area, without encumbrances unless such encumbrances do not adversely affect the ecological viability of the Project. The conservation easement will cover that portion of the property that is being improved with funds provided under this Agreement. The form and content of the conservation easement is subject to District review and approval prior to execution and should be substantially similar to the template attached hereto as an exhibit. Within 60 days of construction commencement, the Cooperator must submit a Title Insurance Commitment, legal description with a boundary survey signed and sealed by a Florida registered surveyor, evidence of ownership or legal control of the property, and a draft conservation easement for District review and approval. If the Cooperator is a municipality, political subdivision or state agency, it may use an Ownership and Encumbrance Report acceptable to the District in lieu of a Title Insurance Commitment. The Cooperator will have 90 days to remove any encumbrances identified by the District as unacceptable or demonstrate to the District's satisfaction that the encumbrance or encumbrances will not affect the ecological viability of the Project. Within 30 days after construction is complete, the Cooperator must execute and record the conservation easement. Within 30 days after recording, the Cooperator must submit the recorded conservation easement for the Project area to the District. Within 90 days after recording, the Cooperator must submit a Title Insurance Policy consistent with the Title Insurance Commitment or Ownership and Encumbrance Report approved by the District. All costs associated with obtaining the conservation easement and the other required documents shall be the sole obligation of the Cooperator outside of this Agreement. This Paragraph shall survive the expiration or termination of this Agreement.

Florida Single Audit Act.

Funding for this Agreement includes state financial assistance and is therefore subject to the Florida Single Audit Act (FSAA), Section 215.97, F.S. The Cooperator is a subrecipient of state financial assistance under this Agreement and therefore may be subject to audits and monitoring as described in the Special Audit Requirements exhibit. The Cooperator must also use the attached Florida Single Audit Act Checklist for Non-State Organizations – Recipient/Subrecipient vs. Vendor Determination to evaluate the applicability of the FSAA to non-state organizations to which the Cooperator provides State resources to assist in carrying out activities related to this

Agreement. If the Cooperator has a question related to the grant or subgrant of State funding, contact the individual identified below:

Grants Compliance Accountant
Southwest Florida Water Management District
2379 Broad Street, Brooksville, FL 34604
Phone: (352) 796-7211, Ext. 4104
deborah.heckaman@swfwmd.state.fl.us

The Cooperator shall provide the District with its grant contact information within 30 days of execution of this Agreement.

The remainder of this page intentionally left blank.

Exhibit "A"
Project Plan

PROJECT DESCRIPTION

The acquisition of the Project Prairie Pumping and Storage Facility, including the associated construction of improvements necessary to operate the pumping station, will allow the Authority to own and operate the water supply facilities. These facilities are strategically located to support current and future regional operations and will serve as a hub for water supply deliveries between the City of Punta Gorda, DeSoto County, and the Regional Transmission System. The eligible acquisition components include the 5 mgd pumping station with a chemical feed system, a 500,000-gallon storage tank, an emergency generator, and yard piping. The land will be acquired at no cost to the District. The construction elements include the installation of additional yard piping and a new meter assembly, along with system improvements outlined in a December 2019 facility site assessment. The general location of the PROJECT is shown in Figure 1.

MEASURABLE BENEFIT

The acquisition and improvement of a regional pumping station at a strategic junction of two existing regional transmissions mains, supports transmission of water from two existing alternative water supply facilities, exports to DeSoto County, and the capability to support transmission from proposed future regional sources on the east side of the regional system.

PROJECT TASKS

Key tasks to be performed by the COOPERATOR:

1. Acquisition expenses – Complete acquisition of facility assets from DeSoto County. Provide agreements and documentation of costs to District.
2. Facility improvements design and permitting – Prepare a facility improvements plan that includes design drawings, technical specifications for construction, and probable costs. Prepare and submit all necessary permit applications and obtain necessary approvals. Procure a contractor(s) in accordance with the procurement laws applicable to the COOPERATOR.
3. Construction of System Improvements – Conduct system improvements and construction of new yard piping and metering assembly. Prepare as-built survey and provide copy to District.

COOPERATOR DELIVERABLES

- Monthly Project status reports of engineering and/or construction services.
- Draft and final copies of contracts and work order with consultants and contractors.
- Facility improvements plan

- Copies of all required state and local permits
- Executed Acquisition agreement
- Copies of notices to proceed
- As-built drawings
- Minority/Women owned and small business utilization report

PROJECT SCHEDULE

DESCRIPTION	COMMENCE	COMPLETE
Facility Acquisition	10/01/2021	01/15/2022
Facility improvements design and permitting	01/16/2022	04/30/2022
Construction of System Improvements	05/01/2022	9/30/2022

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

PROJECT BUDGET

DESCRIPTION	DISTRICT	COOPERATOR	TOTAL
Facility Acquisition*	\$374,365	\$374,366	\$748,731
Facility Improvements Design and Permitting	\$25,000	\$25,000	\$50,000
Construction of System Improvements	\$223,135	\$223,134	\$446,269
CEI	\$15,000	\$15,000	\$30,000
Total	\$637,500	\$637,500	\$1,275,000

* The COOPERATOR anticipates receiving a funding appropriation from the State of Florida for \$200,000 and intends to apply the funds to the Facility Acquisition task, which will reduce the DISTRICT and COOPERATOR shares equally.

Figure 1.



PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
December 1, 2021

CONSENT AGENDA
ITEM 7

**FDEP Grant Funding Agreement LPA0208 for Peace River Manasota Project Prairie
Regional Pumping and Storage Facilities**

Recommended Action -

Motion to approve FDEP Grant Funding Agreement LPA0208 for Peace River Manasota Project Prairie Regional Pumping and Storage Facilities in the amount of \$200,000.

In Fiscal year 2021-2022 the State of Florida awarded a \$200,000 grant to the Authority for the purchase and integration of the Project Prairie Pumping Station into the regional water supply system. The Interlocal Agreement, Purchase and Sale Agreement, and Operational Protocol for this acquisition between the Authority and DeSoto County were approved by the Board at the October 1, 2021 meeting. The project is included in the Authority's FY 2022 CIP budget at a total cost of \$1,275,000. The attached grant funding agreement authorizes funds for contract services and purchase of equipment for the project. The agreement will expire October 31, 2022. Staff recommends approval.

Budget Action: No action needed.

Attachments:

FDEP Funding Agreement LPA0208 Peace River Manasota Project Prairie Regional Pumping and Storage Facilities.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement**

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:

1. Project Title (Project): **Peace River Manasota Project Prairie Regional Pumping and Storage Facilities** Agreement Number: **LPA0208**

2. Parties **State of Florida Department of Environmental Protection,
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000** (Department)

Grantee Name: **Peace River Manasota Regional Water Supply Authority** Entity Type: **Local Government**
Grantee Address: **9415 Town Center Parkway, Lakewood Ranch, FL 34202** FEID: **59-2417483** (Grantee)

3. Agreement Begin Date: **Upon Execution** Date of Expiration: **October 31, 2022**

4. Project Number: _____ Project Location(s): **Lat/Long (27.0447, -81.9569)** 
(If different from Agreement Number)

Project Description: **This Project includes an equipment purchase for these facilities, which are strategically located to support current and future regional operations and will serve as a hub for water supply deliveries between the City of Punta Gorda, DeSoto County and the Regional Transmission System.**

5. Total Amount of Funding:	Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
\$200,000.00	<input checked="" type="checkbox"/> State <input type="checkbox"/> Federal	GAA LI 1607A, FY 21-22	\$200,000.00
	<input type="checkbox"/> State <input type="checkbox"/> Federal		
	<input type="checkbox"/> Grantee Match		
Total Amount of Funding + Grantee Match, if any:			\$200,000.00

6. Department's Grant Manager Name: **George Frisby** or successor
Address: **Department of Environmental Protection
3900 Commonwealth Blvd
Tallahassee, FL 32399**
Phone: **850-245-2817**
Email: **George.Frisby@FloridaDEP.gov**

Grantee's Grant Manager Name: **Ann Lee** or successor
Address: **Peace River Manasota Regional Water Supply
9415 Town Center Parkway
Lakewood Ranch, FL 34202**
Phone: **941-316-1776**
Email: **alee@regionalwater.org**

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

<input checked="" type="checkbox"/> Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
<input checked="" type="checkbox"/> Attachment 2: Special Terms and Conditions
<input checked="" type="checkbox"/> Attachment 3: Grant Work Plan
<input checked="" type="checkbox"/> Attachment 4: Public Records Requirements
<input checked="" type="checkbox"/> Attachment 5: Special Audit Requirements
<input type="checkbox"/> Attachment 6: Program-Specific Requirements
<input type="checkbox"/> Attachment 7: _____ Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com , in accordance with §215.985, F.S.
<input type="checkbox"/> Attachment 8: Federal Regulations and Terms (Federal)
<input type="checkbox"/> Additional Attachments (if necessary):
<input checked="" type="checkbox"/> Exhibit A: Progress Report Form
<input checked="" type="checkbox"/> Exhibit B: Property Reporting Form
<input checked="" type="checkbox"/> Exhibit C: Payment Request Summary Form
<input type="checkbox"/> Exhibit D: Quality Assurance Requirements for Grants
<input type="checkbox"/> Exhibit E: Advance Payment Terms and Interest Earned Memo
<input type="checkbox"/> Additional Exhibits (if necessary):

8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331(a)(1):

Federal Award Identification Number(s) (FAIN):	
Federal Award Date to Department:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	<input type="checkbox"/> Yes <input type="checkbox"/> N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date above or the last date signed below, whichever is later.

Peace River Manasota Regional Water Supply Authority

GRANTEE

Grantee Name

By


(Authorized Signature)

10-10-2021
Date Signed

Mike Coates, Executive Director

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection

DEPARTMENT

By

Trina Vielhauer Digitally signed by Trina Vielhauer
Date: 2021.10.12 10:14:28 -04'00'
Secretary or Designee

Date Signed

Trina Vielhauer, Division Director

Print Name and Title of Person Signing

Additional signatures attached on separate page.

DWRA Additional Signatures

George Frisby Digitally signed by George Frisby
Date: 2021.10.12 09:31:25 -04'00'

George Frisby, DEP Grant Manager

Sandra Waters Digitally signed by Sandra
Waters
Date: 2021.10.12 09:52:40
-04'00'

Sandra Waters, DEP QC Reviewer

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS**

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
 - i. Standard Grant Agreement
 - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
 - iii. Attachment 1, Standard Terms and Conditions
 - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
 - (1) an increase or decrease in the Agreement funding amount;
 - (2) a change in Grantee's match requirements;
 - (3) a change in the expiration date of the Agreement; and/or
 - (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.A change order to this Agreement may be used when:
 - (1) task timelines within the current authorized Agreement period change;
 - (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
 - (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
 - (4) fund transfers between budget categories for the purposes of meeting match requirements.This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
 - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
 - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement

the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

- iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with Section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address:
<https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.
- e. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- f. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- g. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- h. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- i. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to:
www.myfloridacfo.com/Division/AA/Vendors/default.htm.
- j. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.

- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
- i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
 - ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with Section 112.061, F.S.
- e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing \$5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
- f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
- g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
- h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting

acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work, or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

- a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other

obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
 - i. Entry of an order for relief under Title 11 of the United States Code;
 - ii. The making by Grantee of a general assignment for the benefit of creditors;
 - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
 - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or

otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to Sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
 - i. Public Entity Crime. 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 Grantee, 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.
 - ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases 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.
 - iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.
 - iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Scrutinized Companies.

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- c. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

25. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to Section 216.347, F.S., except that pursuant to the requirements of Section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with Sections 11.062 and 216.347, F.S.

26. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

27. Audits.

- a. Inspector General. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
 - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;

- ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.330 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
 - ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
 - iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

28. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

29. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

30. Subcontracting.

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.

- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

31. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

32. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

33. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

34. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

35. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

36. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

37. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual

reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

38. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

**FSTATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. LPA0208**

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.

The Project funded under this Agreement is Peace River Manasota Project Prairie Regional Pumping and Storage Facilities. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement begins on July 1, 2021 and ends at the expiration of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
<input type="checkbox"/>	<input type="checkbox"/>	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
<input type="checkbox"/>	<input type="checkbox"/>	a. Fringe Benefits, N/A.
<input type="checkbox"/>	<input type="checkbox"/>	b. Indirect Costs, N/A.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contractual (Subcontractors)
<input type="checkbox"/>	<input type="checkbox"/>	Travel, in accordance with Section 112, F.S.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Rental/Lease of Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Miscellaneous/Other Expenses
<input type="checkbox"/>	<input type="checkbox"/>	Land Acquisition

5. Equipment Purchase.

The purchase of non-expendable personal property or equipment costing \$5,000 or more purchased for purposes of this Agreement remains the property of the Grantee. Upon satisfactory completion of this Agreement, the Grantee may retain ownership or determine the disposition of the non-expendable personal property or equipment purchased under this Agreement. However, the Grantee is required to account for and report on all nonexpendable and/or nonconsumable personal property or equipment purchased under this Agreement in accordance with the Grantee's financial reporting and inventory control requirements. Based on the report, the Grantee will submit Exhibit B, Property Reporting Form, along with the appropriate invoice(s) to the Department's Grant Manager with any applicable requests for reimbursement. The following terms shall apply:

- a. The Grantee shall have use of the non-expendable personal property or equipment for the authorized purposes of the contractual arrangement as long as the required work is being performed.

- b. The Grantee is responsible for the implementation of adequate maintenance procedures to keep the non-expendable personal property or equipment in good operating condition.
- c. The Grantee is responsible for any loss, damage, or theft of, and any loss, damage or injury caused by the use of, non-expendable personal property or equipment purchased with state funds and held in Grantee's possession for use in a contractual arrangement with the Department.
- d. The Grantee is responsible for keeping a current and accurate inventory of any nonexpendable and/or nonconsumable personal property or equipment in accordance with its financial reporting and inventory control requirements. The Department may request an annual copy of these inventory records for the life of the Agreement.

6. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements

There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.

The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.

b. Commercial Automobile Insurance.

If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.

The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

No retainage is required under this Agreement.

11. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.

The work will not be performed on State-owned land.

1. Office of Policy and Budget Reporting.

The Grantee will identify the expected return on investment for this project and provide this information to the Governor's Office of Policy and Budget (OPB) within three months of execution of this Agreement. For each full calendar quarter thereafter, the Grantee will provide quarterly update reports directly to OPB, no later than 20 days after the end of each quarter, documenting the positive return on investment to the state that results from the Grantee's project and its use of funds provided under this Agreement. Quarterly reports will continue until the Grantee is instructed by OPB that no further reports are needed, or until the end of this Agreement, whichever occurs first. All reports shall be submitted electronically to OPB at env.roi@laspbs.state.fl.us, and a copy shall also be submitted to the Department at legislativeaffairs@floridaDEP.gov.

2. Additional Terms.

None.

Any terms added here must be approved by the Office of General Counsel.

ATTACHMENT 3 GRANT WORK PLAN

PROJECT TITLE: Peace River Manasota Regional Water Supply Authority Project Prairie Regional Pumping and Storage Facilities.

PROJECT LOCATION: The Project will be located within DeSoto County; Lat/Long (27.0447, -81.9569). See Figures 1 and 2 for a location map and site plan.

PROJECT BACKGROUND: The Peace River Manasota Regional Water Supply Authority (Grantee) is a regional water supplier that provides wholesale drinking water supporting the region's economic growth and quality of life. The Grantee provides the platform for its four member counties (Charlotte, DeSoto, Manatee, and Sarasota) to collaboratively plan the region's water supply benefitting from an economy of scale, shared expertise, and environmental stewardship.

The Grantee's regional transmission system was extended in 2020 and now includes a plant-to-plant connection between the Regional Peace River Facility with the City of Punta Gorda's Shell Creek Water Treatment Plant. The Project Prairie pumping and storage facility owned by DeSoto County is located adjacent to the new regional transmission system extension, midway between the Peace River and Shell Creek facilities. These facilities will improve the transfer of water between the regional system and Punta Gorda, while continuing to support the supply needs of DeSoto County, for regional and local benefits.

The conversion of the Project Prairie Facility to a regional pumping and storage facility provides resiliency of supply to Punta Gorda, DeSoto County and the region with the following benefits:

- Interconnects alternative water supplies supporting the recovery goals of the Southwest Florida Water Management District's Southern Water Use Caution Area Recovery Plan;
- Provides resiliency to drought, hurricanes, floods and climate change;
- Provides cost benefit to DeSoto County, a Rural Area of Opportunity (RAO) as designated by the state, supporting economic growth within the County's service area.

PROJECT DESCRIPTION: This Project includes an equipment purchase for these facilities, which are strategically located to support current and future regional operations and will serve as a hub for water supply deliveries between the City of Punta Gorda, DeSoto County and the Regional Transmission System. The equipment to purchase will include the 0.5MG ground storage tank, the booster pump station with a chemical feed system, the emergency generator, and associated yard piping.

TASKS: All documentation should be submitted electronically unless otherwise indicated.

Task 1: Equipment Purchase

Deliverables: The Grantee will purchase the following equipment: the 0.5MG ground storage tank, the booster pump station with a chemical feed system, the emergency generator, and associated yard piping.

Documentation: The Grantee will submit purchase order(s) and/or vendor invoice(s) for delivery, installation and start up (as applicable).

Performance Standard: The Department’s Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department’s Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

PROJECT TIMELINE & BUDGET DETAIL:

The tasks must be completed by, and all documentation received by, the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Equipment Purchase	Equipment	\$200,000	07/01/2021	04/30/2022
Total:			\$200,000		

FIGURE 1 – LOCATION MAP:



FIGURE 2 – SITE PLAN:



**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements**

Attachment 4

1. Public Records.

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

For the purposes of this paragraph, the term “contract” means the “Agreement.” If Grantee is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. 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 contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department’s custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS AT:

Telephone: (850) 245-2118
Email: public.services@floridadep.gov
Mailing Address: Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)**

Attachment 5

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at www.cfda.gov

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
 - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Attachment 5

3 of 6

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year ¹	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	FDEP	2021-2022	37.039	Statewide Surface Water Restoration and Wastewater Projects	\$200,000	140047
State Program B	State Awarding Agency	State Fiscal Year ²	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Total Award					\$200,000	

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [www.cfda.gov] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]). The services/purposes for which the funds are to be used are included in the Agreement’s Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

¹ Subject to change by Change Order.

² Subject to change by Change Order.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit A
Progress Report Form**

DEP Agreement No.:	LPA0208
Project Title:	Peace River Manasota Project Prairie Regional Pumping and Storage Facilities
Grantee Name:	Peace River Manasota Regional Water Supply Authority
Grantee's Grant Manager:	Ann Lee
Reporting Period:	Select reporting period. Select year.

Provide the following information for all tasks identified in the Grant Work Plan:

Summarize the work completed within each task for the reporting period. Provide an update on the estimated completion date for each task and an explanation for any anticipated delays or problems encountered. Add or remove task sections and use as many pages as necessary to cover all tasks. Use the format provided below.

Task 1: Equipment Purchase

- **Progress for this reporting period:** Add Text

 - **Identify delays or problems encountered:** Add Text
- _____

This report is submitted in accordance with the reporting requirements of the above DEP Agreement number and accurately reflects the activities associated with the project.

Signature of Grantee's Grant Manager (Original Ink)

Date



Exhibit B
Florida Department of Environmental Protection
PROPERTY REPORTING FORM FOR
DEP AGREEMENT NO. _____

Required Signatures: **Adobe Signature** or **Original Ink**

CONTRACTOR/GRANTEE: In order to comply with applicable state and/or federal regulations, list non-expendable equipment/personal property costing \$1,000 or more purchased directly or indirectly under the above Agreement. Complete: 1) a description of the property, 2) the serial number or other identification number, 3) the source, 4) who holds title, 5) purchase date, 6) cost, 7) share of that cost, 8) location/address, 9) use and condition, 10) any ultimate disposition data including date of disposal and sale price.

Description	Serial No./ID No.	Source	Owner	Purchase Date	Cost	% Charged to DEP Grant Funds	Location/ Address	Use and Condition	Disposition (if sold, include sale price)
<i>Ex. Rainfall Gauge</i>	<i>12345</i>	<i>Bid</i>	<i>Grantee</i>	<i>MM/DD/YYYY</i>	<i>\$1,000/unit</i>	<i>100%</i>	<i>Project Site- 123 Main Street, Tallahassee, FL</i>	<i>New- Rainfall Measurements</i>	<i>Permanently installed at project site</i>

CONTRACTOR/GRANTEE:	Contract/Project/Grant Manager:	Date:
---------------------	---------------------------------	-------

BELOW FOR DEP USE ONLY

DEP MANAGER: Send invoices supporting the cost of the items to Finance and Accounting for the processing of the Grantee's/Contractor's invoice for payment. Maintain a copy of the invoices supporting the cost of each item identified above in your contract file. Refer to DEP Directive 320 for Property Guidelines.

DEP Manager Signature and Date:

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit C
Payment Request Summary Form**

The **Payment Request Summary Form** for this grant can be found on our website at this link:

<https://floridadep.gov/wra/wra/documents/payment-request-summary-form>

Please use the most current form found on the website, linked above, for each payment request.

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
December 1, 2021

CONSENT AGENDA
ITEM 8

‘Statewide Mutual Aid Agreement’ with Florida Division of Emergency Management

Recommended Action -

Motion to approve and authorize Chairman and the Executive Director to execute Statewide Mutual Aid Agreement including Resolution 2021-11, contingent on review by General Counsel.

The State of Florida is vulnerable to a wide range of disasters that can cause the disruption of essential services, such as water and wastewater, and the impairment of the infrastructure needed to deliver those services. At times, these disasters are likely to exceed the staffing and technical capability of any one local government to manage the restoration of services without the assistance other local governments may be able to provide.

The Division of Emergency Management has authority to coordinate assistance between local governments during emergencies and to concentrate available resources where needed to protect the health and safety of our citizens. This is accomplished through the use of a Statewide Mutual Aid Agreement to quickly and efficiently maximize recovery efforts of local cities, counties and Special Districts.

The Authority’s current version of the Statewide Mutual Aid Agreement was approved by the Board on November 7, 2001. As this version is now 20 years old, the Florida Division of Emergency Management has requested an updated agreement and insurance certificate for their files.

Budget Action: No action needed.

Attachments:

Division of Emergency Management – Statewide Mutual Aid Agreement



STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

RON DESANTIS
Governor

Kevin Guthrie
Director

STATEWIDE MUTUAL AID AGREEMENT

This Agreement is between the FLORIDA DIVISION OF EMERGENCY MANAGEMENT (“Division”) and the local government signing this Agreement (the “Participating Parties”). This agreement is based on the existence of the following conditions:

A. The State of Florida is vulnerable to a wide range of disasters that are likely to cause the disruption of essential services and the destruction of the infrastructure needed to deliver those services.

B. Such disasters are likely to exceed the capability of any one local government to cope with the emergency with existing resources.

C. Such disasters may also give rise to unusual technical needs that the local government may be unable to meet with existing resources, but that other local governments may be able to offer.

D. The Emergency Management Act, Chapter 252, provides each local government of the state the authority to develop and enter into mutual aid agreements within the state for reciprocal emergency aid and assistance in case of emergencies too extensive to be dealt with unassisted, and through such agreements to ensure the timely reimbursement of costs incurred by the local governments which render such assistance.

E. Pursuant to Chapter 252, the Division has the authority to coordinate assistance between local governments during emergencies and to concentrate available resources where needed.

Based on the existence of the foregoing conditions, the parties agree to the following:

ARTICLE I.

Definitions. As used in this Agreement, the following expressions shall have the following meanings:

A. The “Agreement” is this Agreement, which shall be referred to as the Statewide Mutual Aid Agreement (“SMAA”).

B. The “Division” is the Division of Emergency Management

C. The “Participating Parties” to this Agreement are the Division and any and all special districts, educational districts, and other local and regional governments signing this Agreement.

D. The “Requesting Parties” to this Agreement are Participating Parties who request assistance during an emergency.

E. The “Assisting Parties” to this Agreement are Participating Parties who render assistance in an emergency to a Requesting Party.

F. The “State Emergency Operations Center” is the facility designated by the State Coordinating Officer to manage and coordinate assistance to local governments during an emergency.

G. The “Comprehensive Emergency Management Plan” is the biennial Plan issued by the Division in accordance with § 252.35(2)(a), Florida Statutes.

H. The “State Coordinating Officer” is the official whom the Governor designates, by Executive Order, to act for the Governor in responding to a disaster, and to exercise the powers of the Governor in accordance with the Executive Order, Chapter 252, Florida Statutes, and the State Comprehensive Emergency Management Plan.

I. The “Period of Assistance” is the time during which any Assisting Party renders assistance to any Requesting Party in an emergency, and shall include both the time necessary for the resources and personnel of the Assisting Party to travel to the place specified by the Requesting Party and the time necessary to return them to their place of origin or to the headquarters of the Assisting Party.

J. A “special district” is any local or regional governmental entity which is an independent special district within the meaning of section 189.012(3), Florida Statutes, regardless of whether established by local, special, or general act, or by rule, ordinance, resolution, or interlocal agreement.

K. An “educational district” is any school district within the meaning of section 1001.30, Florida Statutes and any community school and state university within the meaning of section 1000.21, Florida Statutes.

L. An “interlocal agreement” is any agreement between local governments within the meaning of section 163.01(3)(a), Florida Statutes.

M. A “local government” is any educational district or any entity that is a “local governmental entity” within the meaning of section 11.45(1)(e), Florida Statutes.

N. Any expressions not assigned definitions elsewhere in this Agreement shall have the definitions assigned them by the Emergency Management Act.

ARTICLE II.

Applicability of the Agreement. A Participating Party may request assistance under this Agreement for a “major” or “catastrophic disaster” as defined in section 252.34, Florida Statutes. If the Participating Party has no other mutual aid agreement that covers a “minor” disaster or other emergencies too extensive to be dealt with unassisted, it may also invoke assistance under this Agreement for a “minor disaster” or other such emergencies.

ARTICLE III.

Invocation of the Agreement. In the event of an emergency or threatened emergency, a Participating Party may invoke assistance under this Agreement by requesting it from any other Participating Party, or from the Division if, in the judgment of the Requesting Party, its own resources are inadequate to meet the emergency.

A. Any request for assistance under this Agreement may be oral, but within five (5) calendar days must be confirmed in writing by the County Emergency Management Agency of the Requesting Party, unless the State Emergency Operations Center has been activated in response to the emergency for which assistance is requested.

B. All requests for assistance under this Agreement shall be transmitted by County Emergency Management Agency of the Requesting Party to either the Division, or to another Participating Party. If the Requesting Party transmits its request for Assistance directly to a Participating Party other than the Division, the Requesting Party and Assisting Party shall keep the Division advised of their activities.

C. The Division shall relay any requests for assistance under this Agreement to such other Participating Parties as it may deem appropriate, and shall coordinate the activities of the Assisting Parties so as to ensure timely assistance to the Requesting Party. All such activities shall be carried out in accordance with the State's Comprehensive Emergency Management Plan.

D. Nothing in this Agreement shall be construed to allocate liability for the costs of personnel, equipment, supplies, services and other resources that are staged by the Division, or by other agencies of the State of Florida, for use in responding to an emergency pending the assignment of such personnel, equipment, supplies, services and other resources to an emergency support function/mission. The documentation, payment, repayment, and reimbursement of all such costs shall be rendered in accordance with the Comprehensive Emergency Management Plan, and general accounting best practices procedures and protocols.

ARTICLE IV.

Responsibilities of Requesting Parties. To the extent practicable, all Requesting Parties seeking assistance under this Agreement shall provide the following information to the Division and the other Participating Parties. In providing such information, the Requesting Party may use Form B attached to this Agreement, and the completion of Form B by the Requesting Party shall be deemed sufficient to meet the requirements of this Article:

A. A description of the damage sustained or threatened;

B. An identification of the specific Emergency Support Function or Functions for which such assistance is needed;

C. A description of the specific type of assistance needed within each Emergency Support Function;

D. A description of the types of personnel, equipment, services, and supplies needed for each specific type of assistance, with an estimate of the time each will be needed;

E. A description of any public infrastructure for which assistance will be needed;

F. A description of any sites or structures outside the territorial jurisdiction of the Requesting Party needed as centers to stage incoming personnel, equipment, supplies, services, or other resources;

G. The place, date and time for personnel of the Requesting Party to meet and receive the personnel and equipment of the Assisting Party; and

H. A technical description of any communications or telecommunications equipment needed to ensure timely communications between the Requesting Party and any Assisting Parties.

ARTICLE V.

Responsibilities of Assisting Parties. Each Participating Party shall render assistance under this Agreement to any Requesting Party to the extent practicable that its personnel, equipment, resources and capabilities can render assistance. If a Participating Party which has received a request for assistance under this Agreement determines that it has the capacity to render some or all of such assistance, it shall provide the following information to the Requesting Party and shall transmit it without delay to the Requesting Party and the Division. In providing such information, the Assisting Party may use Form B attached to this Agreement, and the completion of Form B by the Assisting Party shall be deemed sufficient to meet the requirements of this Article:

A. A description of the personnel, equipment, supplies and services it has available, together with a description of the qualifications of any skilled personnel;

B. An estimate of the time such personnel, equipment, supplies, and services will continue to be available;

C. An estimate of the time it will take to deliver such personnel, equipment, supplies, and services at the date, time and place specified by the Requesting Party;

D. A technical description of any communications and telecommunications equipment available for timely communications with the Requesting Party and other Assisting Parties; and

E. The names of all personnel whom the Assisting Party designates as Supervisors.

F. The estimated costs of the provision of assistance (use FEMA's Schedule of Equipment Rates spreadsheet attached to Form B.)

ARTICLE VI.

Rendition of Assistance. After the Assisting Party has delivered its personnel, equipment, supplies, services, or other resources to the place specified by the Requesting Party, the Requesting Party shall give specific assignments to the Supervisor(s) of the Assisting Party, who shall be responsible for directing the performance of these assignments. The Assisting Party shall have authority to direct the manner in which the assignments are performed. In the event of an emergency that affects the Assisting Party, all personnel, equipment, supplies, services and other resources of the Assisting Party shall be subject to recall by the Assisting Party upon not less than five (5) calendar days' notice or, if such notice is impracticable, as much notice as is practicable under the circumstances.

A. For operations at the scene of *catastrophic* and *major* disasters, the Assisting Party shall to the fullest extent practicable give its personnel and other resources sufficient equipment and supplies to make them self-sufficient for food, shelter, and operations unless the Requesting Party has specified the contrary. For *minor* disasters and other emergencies, the Requesting Party shall be responsible to provide food and shelter for the personnel of the Assisting Party unless the Requesting Party has specified the contrary. In its request for assistance the Requesting Party may specify that Assisting Parties send only self-sufficient personnel or self-sufficient resources.

B. Unless the Requesting Party has specified the contrary, it shall to the fullest extent practicable,

coordinate all communications between its personnel and those of any Assisting Parties, and shall determine all frequencies and other technical specifications for all communications and telecommunications equipment to be used.

C. Personnel of the Assisting Party who render assistance under this Agreement shall receive their usual wages, salaries and other compensation, and shall have all the duties, responsibilities, immunities, rights, interests, and privileges incident to their usual employment. If personnel of the Assisting Party hold local licenses or certifications limited to the county or municipality of issue, then the Requesting Party shall recognize and honor those licenses or certifications for the duration of the support.

ARTICLE VII.

Procedures for Reimbursement. Unless the Division or the Assisting Party, as the case may be, state the contrary in writing, the ultimate responsibility for the reimbursement of costs incurred under this Agreement shall rest with the Requesting Party, subject to the following conditions and exceptions:

A. In accordance with this Agreement, the Division shall pay the costs incurred by an Assisting Party in responding to a request that the Division initiates on its own, and not for another Requesting Party.

B. An Assisting Party shall bill the Division or other Requesting Party as soon as practicable, but not later than thirty (30) calendar days after the Period of Assistance has closed. Upon the request of any of the concerned Participating Parties, the State Coordinating Officer may extend this deadline for cause.

C. If the Division or the Requesting Party protests any bill or item on a bill from an Assisting Party, it shall do so in writing as soon as practicable, but in no event later than thirty (30) calendar days after the bill is received. Failure to protest any bill or billed item in writing within thirty (30) calendar days shall constitute agreement to the bill and the items on the bill and waive the right to contest the bill.

D. If the Division protests any bill or item on a bill from an Assisting Party, the Assisting Party shall have thirty (30) calendar days from the date of protest to present the bill or item to the original

Requesting Party for payment, subject to any protest by the Requesting Party.

E. If the Assisting Party cannot reach a mutual agreement with the Division or the Requesting Party to the settlement of any protested bill or billed item, the Division, the Assisting Party, or the Requesting Party may elect binding arbitration to determine its liability for the protested bill or billed item in accordance with Section F of this Article.

F. If the Division or a Participating Party elects binding arbitration, it may select as an arbitrator any elected official of another Participating Party, or any other official of another Participating Party whose normal duties include emergency management, and the other Participating Party shall also select such an official as an arbitrator, and the arbitrators thus chosen shall select another such official as a third arbitrator.

G. The three (3) arbitrators shall convene by teleconference or videoconference within thirty (30) calendar days to consider any documents and any statements or arguments by the Department, the Requesting Party, or the Assisting Party concerning the protest, and shall render a decision in writing not later than ten (10) business days after the close of the hearing. The decision of a majority of the arbitrators shall bind the parties, and shall be final.

H. If the Requesting Party has not forwarded a request through the Division, or if an Assisting Party has rendered assistance without being requested to do so by the Division, the Division shall not be liable for the costs of any such assistance. All requests to the Federal Emergency Management Agency (FEMA) for the reimbursement of costs incurred by any Participating Party shall be made by and through the Division.

I. If FEMA denies any request for reimbursement of costs which the Division has already advanced to an Assisting Party, the Assisting Party shall repay such costs to the Division, but the Division may waive such repayment for cause.

ARTICLE VIII.

Costs Eligible for Reimbursement. The costs incurred by the Assisting Party under this Agreement shall be reimbursed as needed to make the Assisting Party whole to the fullest extent practicable.

A. Employees of the Assisting Party who render assistance under this Agreement shall be entitled to receive from the Assisting Party all their usual wages, salaries, and any and all other compensation for mobilization, hours worked, and demobilization. Such compensation shall include any and all contributions for insurance and retirement, and such employees shall continue to accumulate seniority at the usual rate. As between the employees and the Assisting Party, the employees shall have all the duties, responsibilities, immunities, rights, interests and privileges incident to their usual employment. The Requesting Party shall reimburse the Assisting Party for these costs of employment.

B. The costs of equipment supplied by the Assisting Party shall be reimbursed at the rental rate established in FEMA's Schedule of Equipment Rates (attached to Form B) , or at any other rental rate agreed to by the Requesting Party. In order to be eligible for reimbursement, equipment must be in actual operation performing eligible work. The labor costs of the operator are not included in the rates and should be approved separately from equipment costs. The Assisting Party shall pay for fuels, other consumable supplies, and repairs to its equipment as needed to keep the equipment in a state of operational readiness. Rent for the equipment shall be deemed to include the cost of fuel and other consumable supplies, maintenance, service, repairs, and ordinary wear and tear. With the consent of the Assisting Party, the Requesting Party may provide fuels, consumable supplies, maintenance, and repair services for such equipment at the site. In that event, the Requesting Party may deduct the actual costs of such fuels, consumable supplies, maintenance, and services from the total costs otherwise payable to the Assisting Party. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract of insurance, the Requesting Party may deduct such payment from any item or items billed by the Assisting Party for any of the costs for such damage that may otherwise be payable.

C. The Requesting Party shall pay the total costs for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the Requesting Party under this Agreement. In the case of perishable supplies, consumption shall be deemed to include normal deterioration, spoilage and damage notwithstanding the exercise of reasonable care in its storage and use. Supplies remaining unused shall be returned to the Assisting Party in usable condition upon the close of the Period of Assistance, and the Requesting Party may deduct the cost of such returned supplies from the total costs billed by the Assisting Party for such supplies. If the Assisting Party agrees, the Requesting Party may also replace any and all used consumable supplies with like supplies in usable condition and of like grade, quality and quantity within the time allowed for reimbursement under this Agreement.

D. The Assisting Party shall keep records to document all assistance rendered under this Agreement. Such records shall present information sufficient to meet the audit requirements specified in the regulations of FEMA and any applicable circulars issued by the State of Florida Office of Management and Budget. Upon reasonable notice, the Assisting Party shall make its records available to the Division and the Requesting Party for inspection or duplication between 8:00 a.m. and 5:00 p.m. on all weekdays, except for official holidays.

ARTICLE IX.

Insurance. Each Participating Party shall determine for itself what insurance to procure, if any. With the exceptions in this Article, nothing in this Agreement shall be construed to require any Participating Party to procure insurance.

A. Each Participating Party shall procure employers' insurance meeting the requirements of the Workers' Compensation Act, as amended, affording coverage for any of its employees who may be injured while performing any activities under the authority of this Agreement, and shall file with the Division a certificate issued by the insurer attesting to such coverage.

B. Any Participating Party that elects additional insurance affording liability coverage for any

activities that may be performed under the authority of this Agreement shall file with the Division a certificate issued by the insurer attesting to such coverage.

C. Any Participating Party that is self-insured with respect to any line or lines of insurance shall file with the Division copies of all resolutions in current effect reflecting its determination to act as a self-insurer.

D. Subject to the limits of such liability insurance as any Participating Party may elect to procure, nothing in this Agreement shall be construed to waive, in whole or in part, any immunity any Participating Party may have in any judicial or quasi-judicial proceeding.

E. Each Participating Party which renders assistance under this Agreement shall be deemed to stand in the relation of an independent contractor to all other Participating Parties, and shall not be deemed to be the agent of any other Participating Party.

F. Nothing in this Agreement shall be construed to relieve any Participating Party of liability for its own conduct and that of its employees.

G. Nothing in this Agreement shall be construed to obligate any Participating Party to indemnify any other Participating Party from liability to third parties.

ARTICLE X.

General Requirements. Notwithstanding anything to the contrary elsewhere in this Agreement, all Participating Parties shall be subject to the following requirements in the performance of this Agreement:

A. To the extent that assistance under this Agreement is funded by State funds, the obligation of any statewide instrumentality of the State of Florida to reimburse any Assisting Party under this Agreement is contingent upon an annual appropriation by the Legislature.

B. All bills for reimbursement under this Agreement from State funds shall be submitted in detail sufficient for auditing purposes. To the extent that such bills represent costs incurred for travel, such bills shall be submitted in accordance with section 112.061, Florida Statutes, and any applicable

requirements for the reimbursement of state employees for travel costs.

C. All Participating Parties shall allow public access to all documents, papers, letters or other materials subject to the requirements of the Public Records Act, as amended, and made or received by any Participating Party in conjunction with this Agreement.

D. No Participating Party may hire employees in violation of the employment restrictions in the Immigration and Nationality Act, as amended.

E. No costs reimbursed under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Legislature of the State of Florida or any of its agencies.

F. Any communication to the Division under this Agreement shall be sent to the Director, Division of Emergency Management, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100. Any communication to any other Participating Party shall be sent to the official or officials specified by that Participating Party on Form C attached to this Agreement. For the purpose of this Section, any such communication may be sent by the U.S. Mail, e-mail, or by facsimile.

ARTICLE XI.

Effect of Agreement. Upon its execution by a Participating Party, this Agreement shall have the following effect with respect to that Participating Party:

A. The execution of this Agreement by any Participating Party which is a signatory to the Statewide Mutual Aid Agreement of 1994 shall terminate the rights, interests, duties, and responsibilities and obligations of that Participating Party under that agreement, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under that agreement, regardless of whether billed or unbilled.

B. The execution of this Agreement by any Participating Party which is a signatory to the Public Works Mutual Aid Agreement shall terminate the rights, interests, duties, responsibilities and obligations of that Participating Party under that agreement, but such termination shall not affect the liability of the

Participating Party for the reimbursement of any costs due under that agreement, regardless of whether billed or unbilled.

C. Upon the activation of this Agreement by the Requesting Party, this Agreement shall supersede any other existing agreement between it and any Assisting Party to the extent that the former may be inconsistent with the latter.

D. Unless superseded by the execution of this Agreement in accordance with Section A of this Article, the Statewide Mutual Aid Agreement of 1994 shall terminate and cease to have legal existence after June 30, 2001.

E. Upon its execution by any Participating Party, this Agreement will continue in effect for one (1) year from its date of execution by that Participating Party, and it shall automatically renew each year after its execution, unless within sixty (60) calendar days before that date the Participating Party notifies the Division, in writing, of its intent to withdraw from the Agreement.

F. The Division shall transmit any amendment to this Agreement by sending the amendment to all Participating Parties not later than five (5) business days after its execution by the Division. Such amendment shall take effect not later than sixty (60) calendar days after the date of its execution by the Division, and shall then be binding on all Participating Parties. Notwithstanding the preceding sentence, any Participating Party who objects to the amendment may withdraw from the Agreement by notifying the Division in writing of its intent to do so within that time in accordance with Section E of this Article.

ARTICLE XII.

Interpretation and Application of Agreement. The interpretation and application of this Agreement shall be governed by the following conditions:

A. The obligations and conditions resting upon the Participating Parties under this Agreement are not independent, but dependent.

B. Time shall be of the essence of this Agreement, and of the performance of all conditions,

obligations, duties, responsibilities, and promises under it.

C. This Agreement states all the conditions, obligations, duties, responsibilities, and promises of the Participating Parties with respect to the subject of this Agreement, and there are no conditions, obligations, duties, responsibilities, or promises other than those expressed in this Agreement.

D. If any sentence, clause, phrase, or other portion of this Agreement is ruled unenforceable or invalid, every other sentence, clause, phrase, or other portion of the Agreement shall remain in full force and effect, it being the intent of the Division and the other Participating Parties that every portion of the Agreement shall be severable from every other portion to the fullest extent practicable. The Division reserves the right, at its sole and absolute discretion, to change, modify, add, or remove portions of any sentence, clause, phrase, or other portion of this Agreement that conflicts with state law, regulation, or policy. If the change is minor, the Division will notify the Participating Party of the change and such changes will become effective immediately; therefore, please check these terms periodically for changes. If the change is substantive, the Participating Party may be required to execute the Agreement with the adopted changes. Your continued or subsequent use of this Agreement following the posting of minor changes to this Agreement will mean you accept those changes.

E. The waiver of any obligation or condition in this Agreement by a Participating Party shall not be construed as a waiver of any other obligation or condition in this Agreement.

NOTE: On February 26, 2018, this Agreement was modified by the Division of Emergency Management. This document replaces the August 20, 2007 edition of the Statewide Mutual Aid Agreement; however, any and all Agreements previously executed shall remain in full force and effect. Any local government, special district, or educational institution which has yet to execute this Agreement should use the February 26, 2018 edition for the purposes of becoming a signatory.

IN WITNESS WHEREOF, the Participating Parties have duly executed this Agreement on the date specified below:

FOR ADOPTION BY A SPECIAL DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____
Director

Date: _____



Peace River Manasota Regional Water Supply Authority

SPECIAL DISTRICT,
STATE OF FLORIDA

By: _____

By: _____

Title: **Executive Director**

Title: **Chairman**

Date: _____

Approved as to Form:

By: _____
Attorney for District

FORM C

CONTACT INFORMATION FOR AUTHORIZED REPRESENTATIVES

Name of Government: Peace River Manasota Regional Water Supply Authority

Mailing Address: 9415 Town Center Parkway

Lakewood Ranch, Florida 34202

Authorized Representative Contact Information

Primary Authorized Representative

Name: Richard Anderson

Title: Director of Operations

Address: 8998 SW County Road 769, Arcadia, FL 34269

Day Phone: 863-993-4565

Night Phone: 941-806-9967

Facsimile: 863-494-2622

Email: Randerson@regionalwater.org

1st Alternate Authorized Representative

Name: Terri Holcomb

Title: Director of Engineering

Address: 9415 Town Center Parkway, Lakewood Ranch, FL 34202

Day Phone: 941-316-1776

Night Phone: 941-961-4404

Facsimile: 941-316-1772

Email: Tholcomb@regionalwater.org

2nd Alternate Authorized Representative

Name: Mike Coates

Title: Executive Director

Address: 9415 Town Center Parkway, Lakewood Ranch, FL 34202

Day Phone: 941-316-1776

Night Phone: 941-915-3728

Facsimile: 941-316-1772

Email: mcoates@regionalwater.org

*****PLEASE UPDATE AS ELECTIONS OR APPOINTMENTS OCCUR*****

**SAMPLE AUTHORIZING RESOLUTION
FOR ADOPTION OF
STATEWIDE MUTUAL AID AGREEMENT**

RESOLUTION NO. 2021-11

WHEREAS, the State of Florida Emergency Management Act, Chapter 252, authorizes the State and its political subdivisions to provide emergency aid and assistance in the event of a disaster or emergency; and

WHEREAS, the statutes also authorize the State to coordinate the provision of any equipment, services, or facilities owned or organized by the State or its political subdivisions for use in the affected area upon the request of the duly constituted authority of the area; and

WHEREAS, this Resolution authorizes the request, provision, and receipt of interjurisdictional mutual assistance in accordance with the Emergency Management Act, Chapter 252, among political subdivisions within the State; and

NOW, THEREFORE, be it resolved by the Peace River Manasota Regional Water Supply Authority that in order to maximize the prompt, full and effective use of resources of all participating governments in the event of an emergency or disaster we hereby adopt the Statewide Mutual Aid Agreement which is attached hereto and incorporated by reference.

ADOPTED BY: Peace River Manasota Regional Water Supply Authority Board of Directors

DATE: 12/01/2021

I certify that the foregoing is an accurate copy of the Resolution adopted by
the Peace River Manasota Regional Water Supply Authority Board of Directors on 12/01/2021.

BY: Mike Coates

TITLE: Executive Director

DATE: 12/01/2021

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
December 1, 2021

REGULAR AGENDA
ITEM 1

Water Supply Conditions and Year-End Summary for FY 2021

Presenter - Richard Anderson, Director of Operations

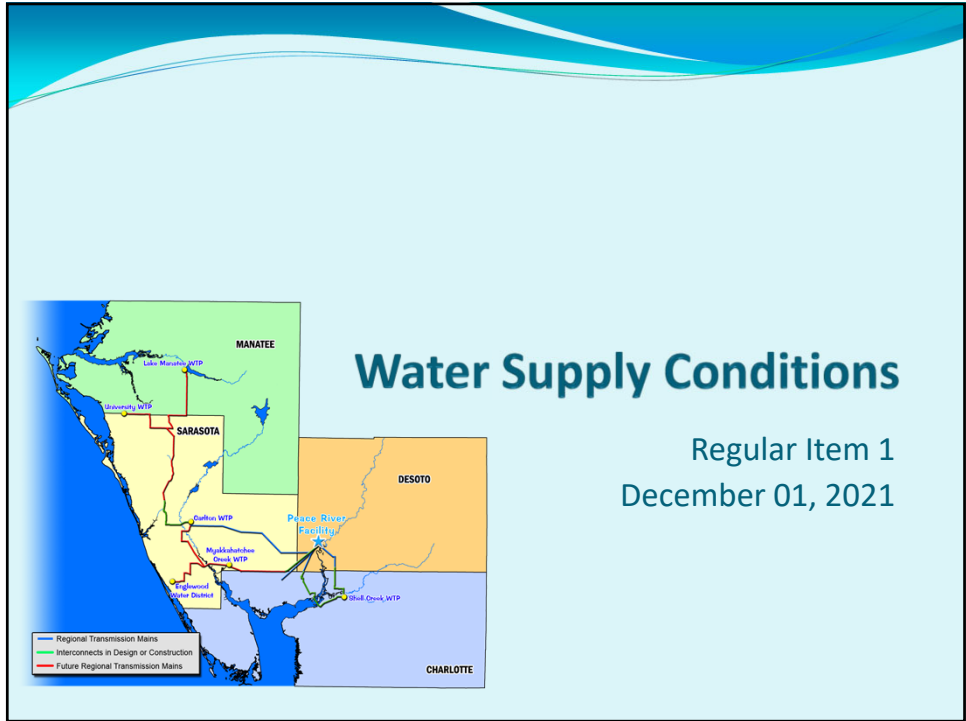
Recommended Action - **Status Report.** This item is presented for the Board's information and no action is required.

Water Supply Conditions at the Peace River Facility as of November 15, 2021.

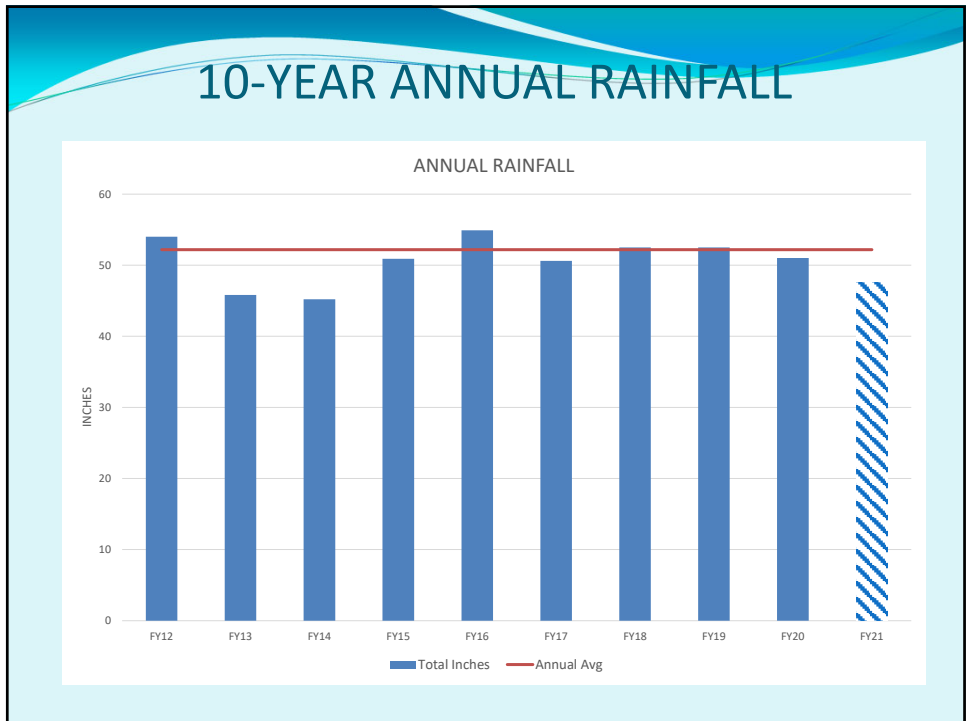
- Water Supply Quantity: Excellent
- Treated Water Quality: Excellent

November Water Demand	25.13 MGD
November River Withdrawals	53.0 MGD
<u>Storage Volume:</u>	
Reservoirs	6.68 BG
ASR	<u>8.76 BG</u>
Total	15.44 BG

Attachments:
Presentation Materials

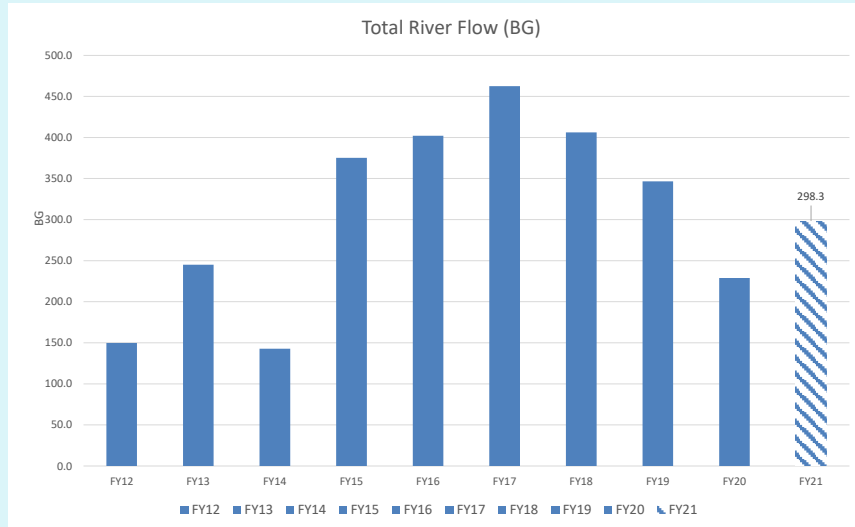


1



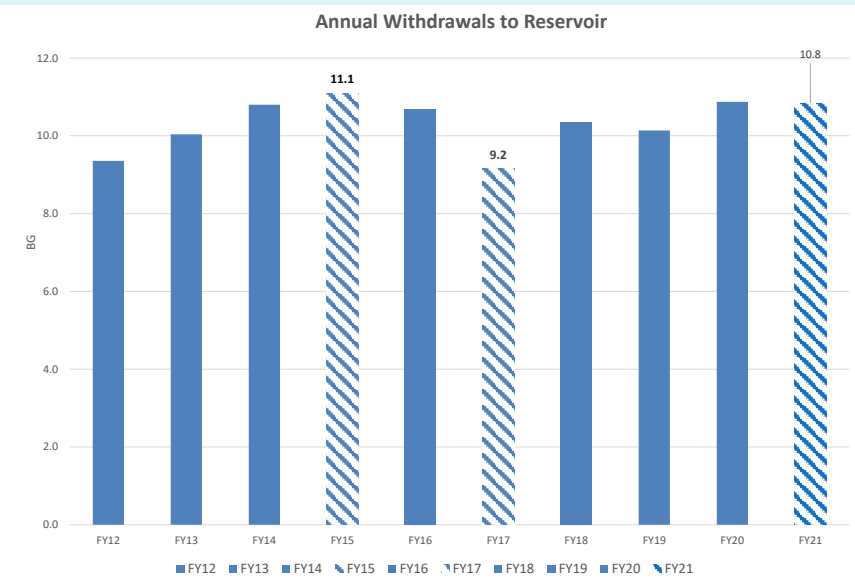
2

River Flows



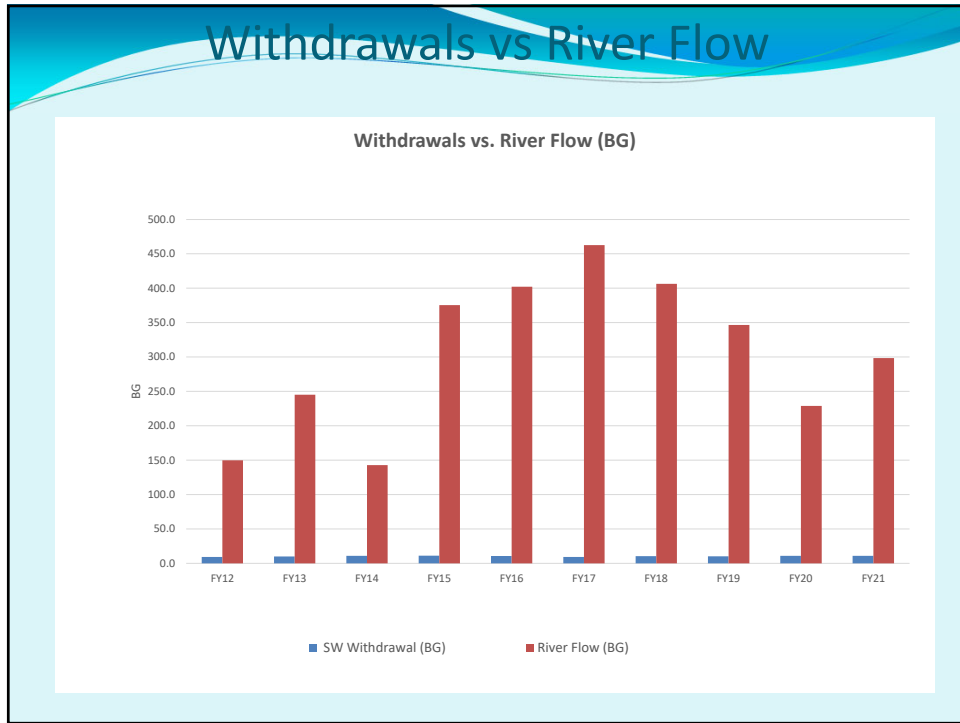
3

River Withdrawals



4

Withdrawals vs River Flow



5

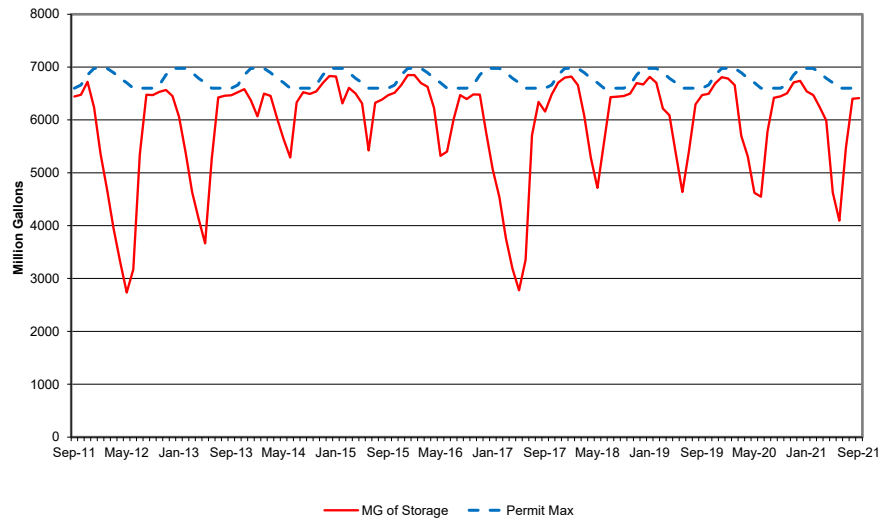
Withdrawal Percentage



6

Surface Water Storage

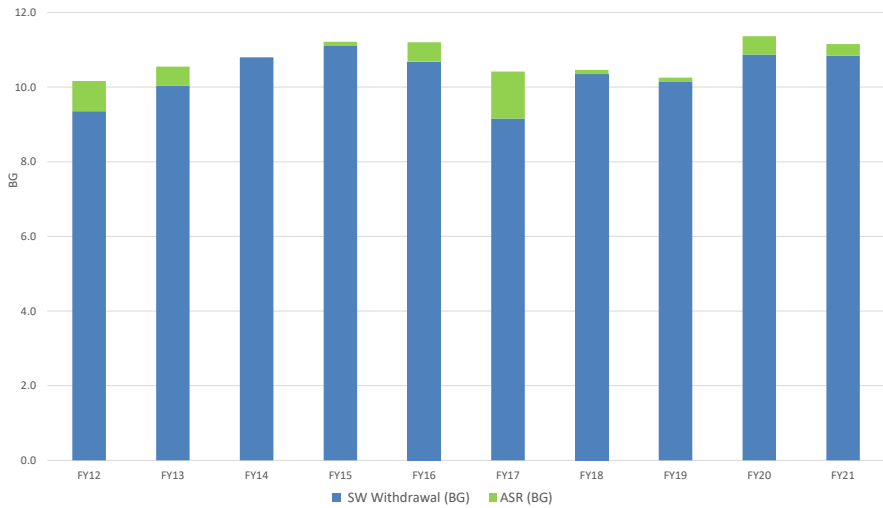
Peace River Facility Reservoir System Storage



7

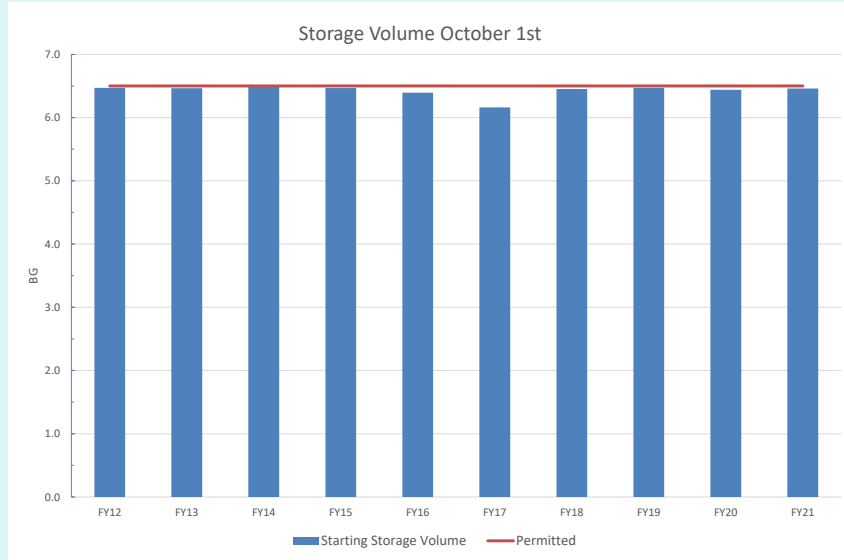
Total Annual Supply

River Withdrawals + Aquifer Storage (BG)



8

Surface Water Storage



9

Regional Water Production FY 2021



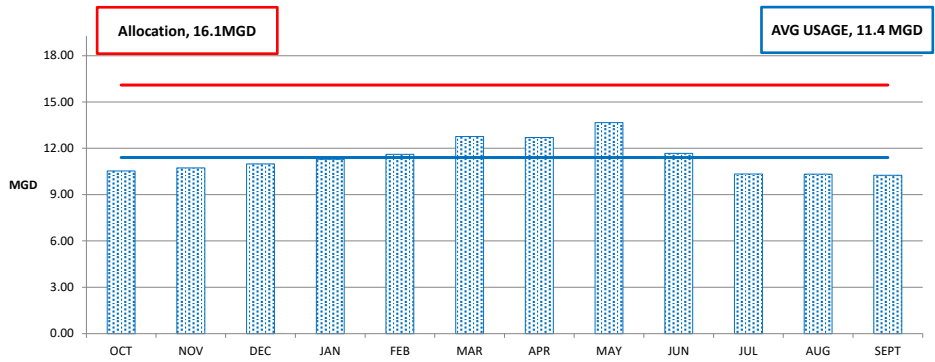
Source	Capacity [MGD]	FY 2021 [MGD]
Authority System	34.70	28.61
County & City Facilities	69.97	49.10
Total Capacity & Production	104.7	77.71
Export to Non Authority Customers	NA	(3.57)
Authority Customer Total Water Use	104.7	74.14

10

Charlotte County

Source	Capacity [MGD]	FY 2021 [MGD]	% UTILIZED
Peace River Facilities	16.10	11.40	71%
Charlotte Self Supply	3.17	0.46	14.5%
TOTAL	19.27	11.86	62%

2021 ALLOCATION VS USAGE

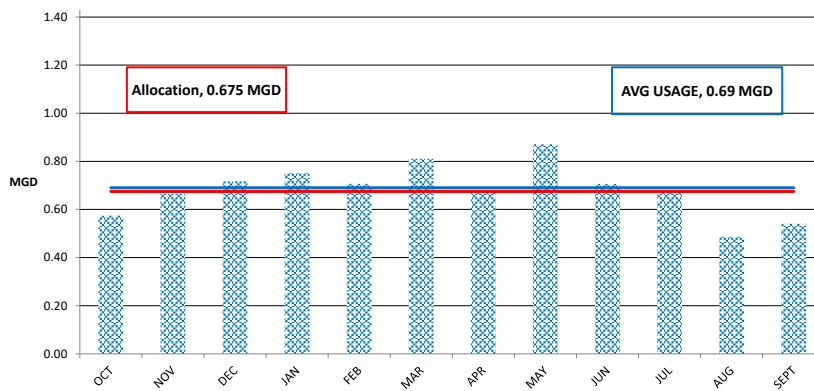


11

Desoto County

Source	Capacity [MGD]	FY 2021 [MGD]	% UTILIZED
Peace River Facilities	0.675	0.69	102%
Desoto Self Supply	0.75	0.30	40%
TOTAL	1.425	0.99	69%

2021 Allocation vs Usage

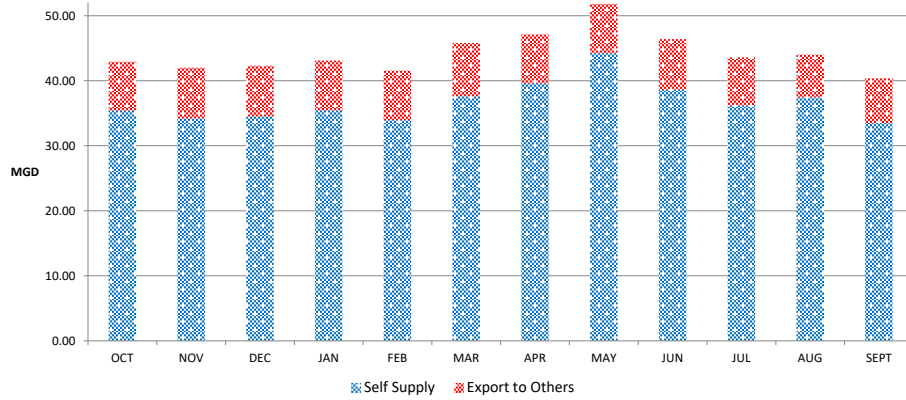


12

Manatee County

Source	Capacity [MGD]	FY 2021 [MGD]	% UTILIZED
Manatee Self Supply	52.00	36.73	70.5%
Export to Sarasota Co.	NA	3.96	
Export to Others	NA	3.57	
TOTAL	52.00	44.26	85%

2021 MONTHLY USAGE

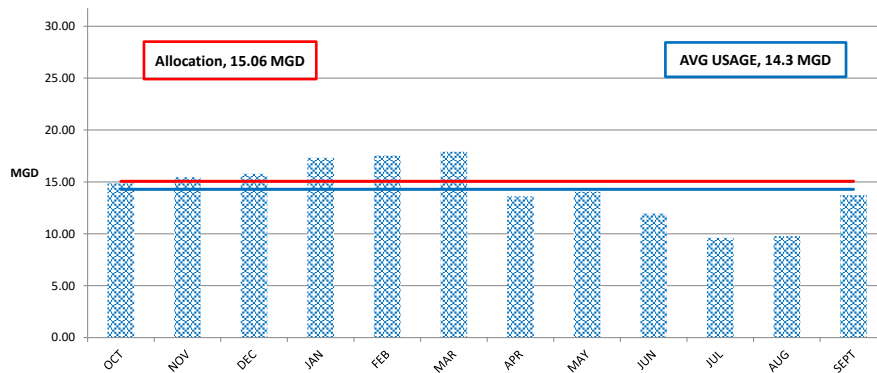


13

Sarasota County

Source	Capacity [MGD]	FY 2021 [MGD]	% UTILIZED
Peace River Facilities	15.06	14.30	95%
Import from Others	5.00	3.91	78%
County Self Supply	10.52	2.93	28%
TOTAL	33.58	21.14	63%

2021 Allocation vs Usage

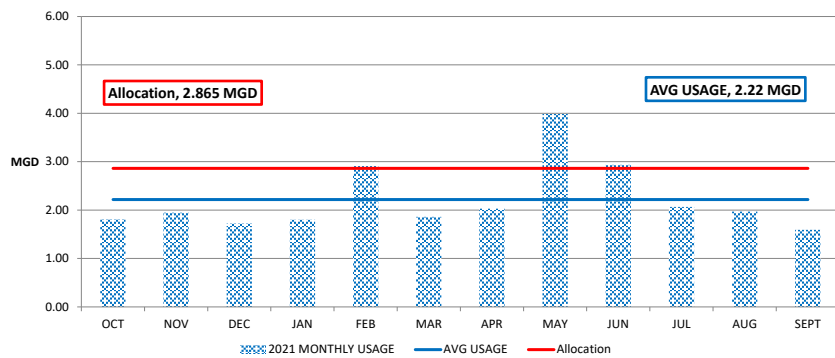


14

North Port

Source	Capacity [MGD]	FY 2021 [MGD]	% UTILIZED
Peace River Facilities	2.865	2.22	77%
North Port Self Supply	3.30	1.14	35%
Water Exchanged	N/A	0.05	
TOTAL	6.165	3.41	55%

2021 Allocation vs Usage

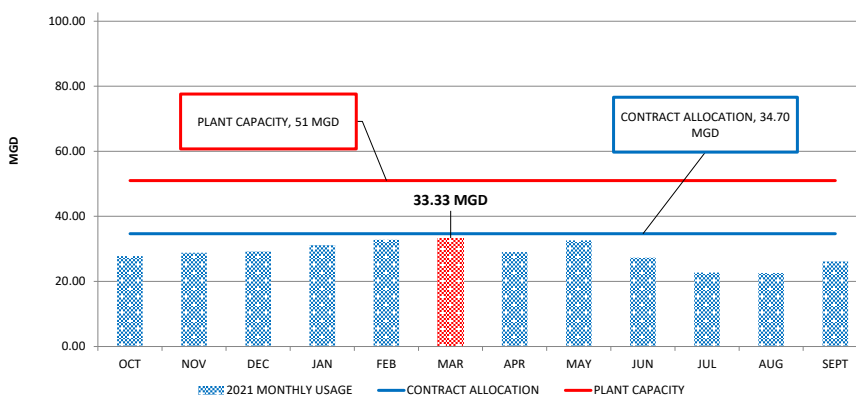


15

Regional Demand

Source	Capacity [MGD]	FY 2021 [MGD]	% UTILIZED
Authority Customers	104.70	74.14	71%
Customers + Consecutive Systems	104.70	77.71	74%

2021 PEACE RIVER FACILITY DELIVERY



16

Rotational Capacity & Regional Coordination

- Authority and Customer bi-monthly meetings
- Operations and Maintenance Coordination
- Planned Outages Discussed and Managed
- October Treatment Shortage and Conservation Request
- Customer/Partner Response Outstanding

17

Questions?



18

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
December 1, 2021

REGULAR AGENDA
ITEM 2

Peace River Regional Reservoir No. 3 Project (PR³) Siting and Feasibility Study

Presenters -

Terri Holcomb, Director of Engineering
Katie Duty, Project Manager - HDR

Recommended Action -

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

The Peace River Reservoir No. 3 Project (PR3) will develop a new 6 to 9 BG off-stream reservoir on the RV Griffin Reserve. The project also includes a new pumping station on the Peace River and pipelines connecting new pump station with the reservoir system. At the May 27, 2020 meeting the Board selected HDR Engineering to conduct the feasibility and siting, design, and construction management on the PR3 project.

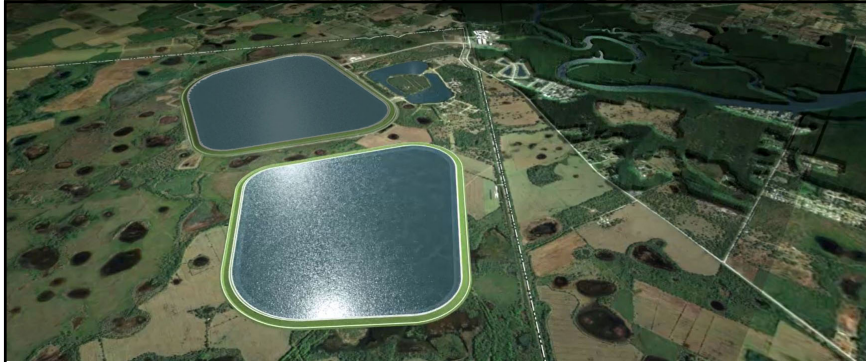
Work Order No. 1 'Siting and Feasibility Phase Services on the Peace River Regional Reservoir (PR3) Project' with HDR Engineering, Inc. includes wetland and floodplain mitigation evaluations; geotechnical and geological explorations and evaluations; identification and development of permitting plans; development of a decision support framework to evaluate alternatives and production of a Feasibility and Siting Report. Feasibility Study work began in September 2020 and is scheduled for completion in late December 2021. The fee for Work Order No. 1 is \$1,499,983 with \$625,000 of that contributed by the Southwest Florida Water Management District. Funds for the Authority share of the project are budgeted through the Planning Assessment.

The Authority's Consultant for the PR3 Project, HDR Engineering, Inc. will provide the third update to the Board as well as present a summary of the Draft Siting and Feasibility Report submitted to Authority staff on November 3rd for review and comment. This presentation will include an overview of the key alternative siting locations for the reservoir, intake pumpstation and conveyance piping as well as the associated mitigation requirements and opportunities.

Budget Action: No Action Needed

Attachments:

Presentation Materials



Peace River Regional Reservoir No. 3 (PR³)

Project Update for Siting and Feasibility Phase



December 1, 2021

1



- 01** PR³ Project Overview
- 02** Decision Framework
- 03** Decision Evaluation
- 04** Next Steps

2



01 PR³ Project Overview

02 Decision Framework

03 Decision Evaluation

04 Next Steps

3



Rendering of Expanded Intake



Pump Station from Res No. 1



RV Griffin Reserve Property

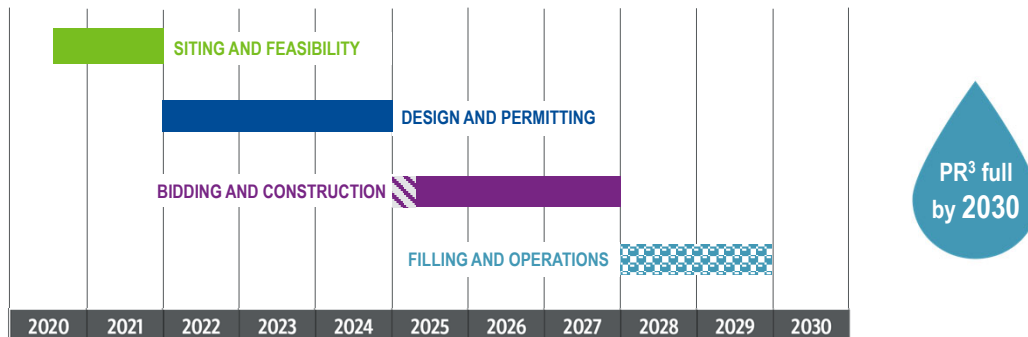
01 PR³ Project Provides Long-Term Water Supply Reliability

Project features include:

- New 6 to 9 billion gallon reservoir
- New river intake pump station and raw water piping
- Replacement for pump station from Reservoir No. 1 to the Water Treatment Plant

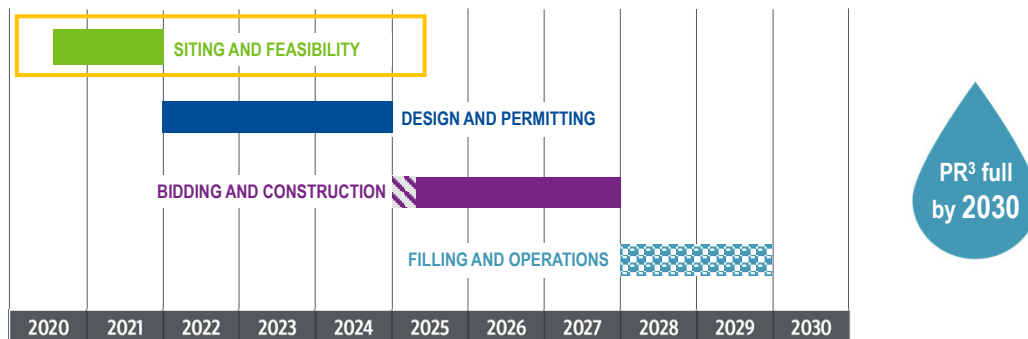
4

01 Early Planning Sets Up PR³ and Authority for Success



5

01 Early Planning Sets Up PR³ and Authority for Success



- Phase began September 2020, concludes December 2021
- Provides process for decisions about location, size and configuration of project features
- Identifies approach for mitigation and permitting
- Updates cost estimates for PR³ Project
- Establishes direction to advance project to design and permitting

6



- 01 PR³ Project Overview
- 02 Decision Framework**
- 03 Decision Evaluation
- 04 Next Steps

7

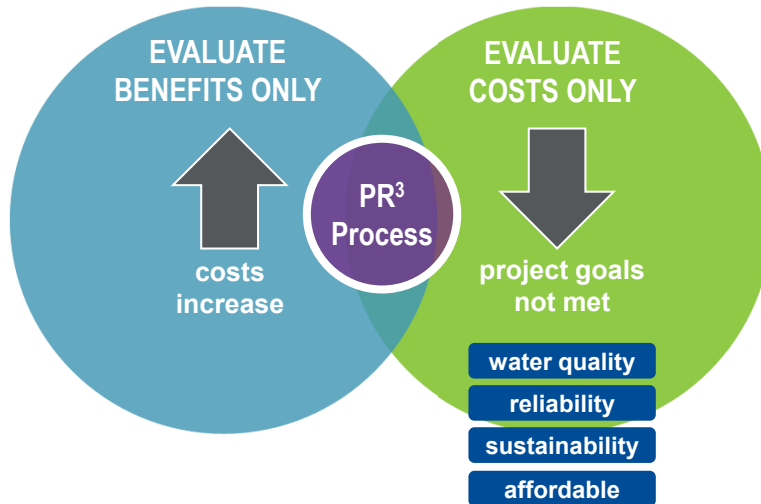
03 Decision Making for PR³ Project

Major decisions to be made:

- Reservoir location on the RV Griffin site
- Intake and pump station location
- Raw water pipeline routing
- Interconnections with Peace River Facility and operational flexibility needs
- Approach for permitting and mitigation

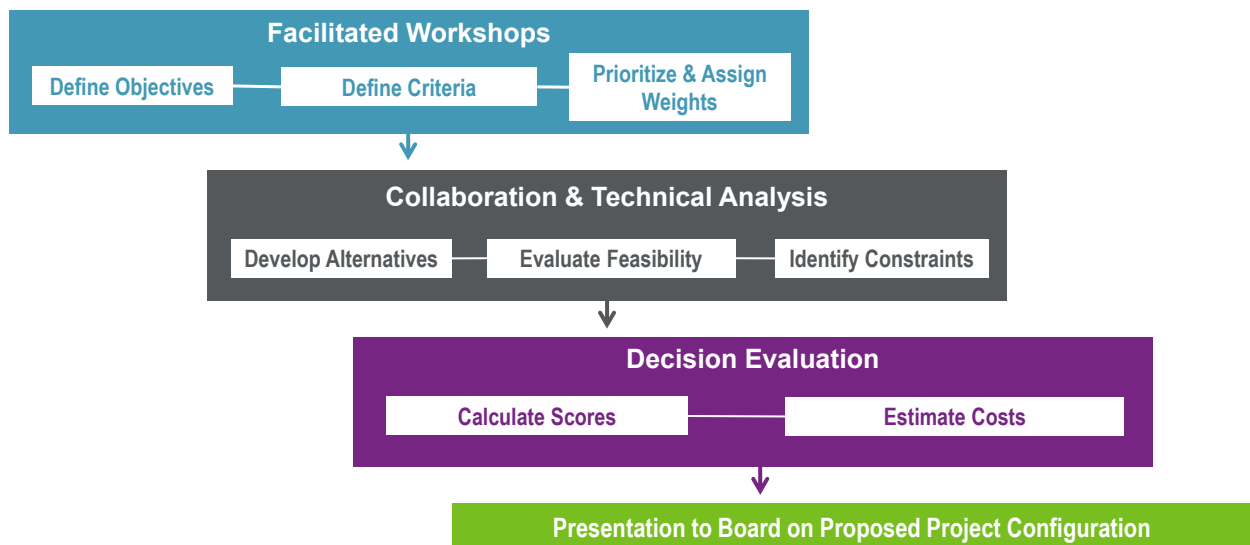
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03 Objective Decision Making for Highest Value at Lowest Cost



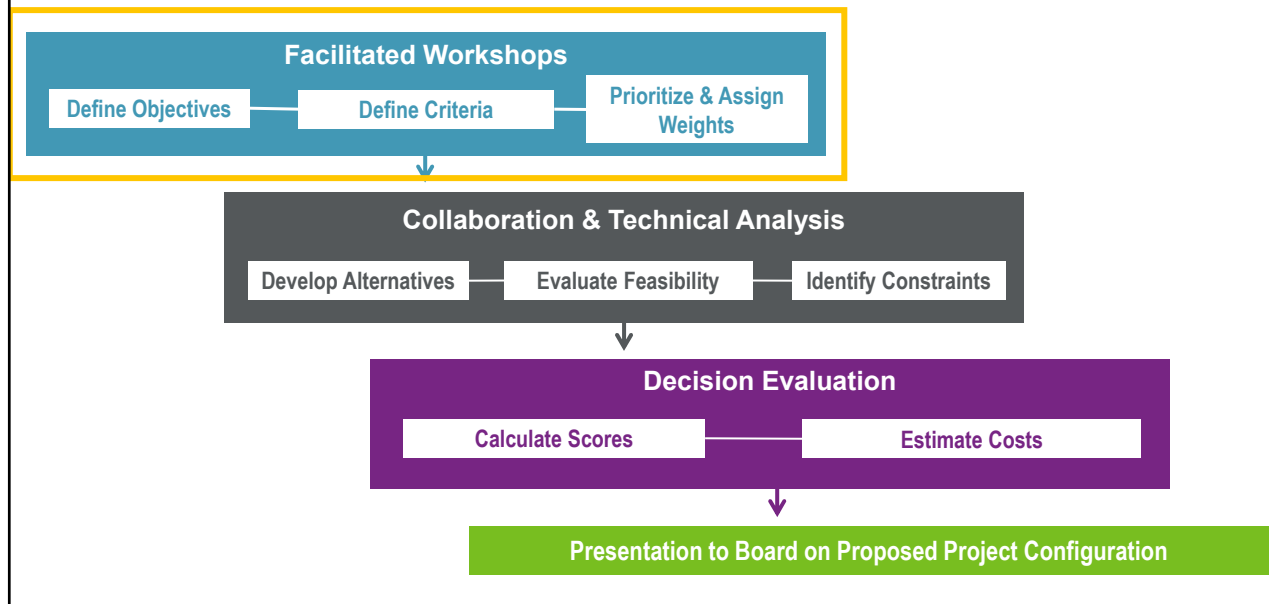
9

03 Collaborative Decision Making Process



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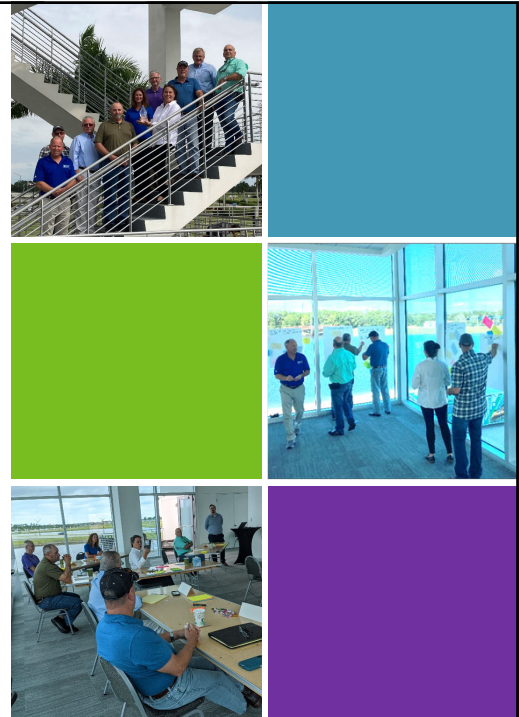
03 Collaborative Decision Making Process



11

03 Collaborative Decision Making Process

- Workshops held with broad participation with input from Authority staff
- Oct 2020 workshop:
 - Developed priorities, objectives and criteria for each decision
 - Assigned weights to objectives and criteria for each decision
- June 2021 workshop:
 - Developed scoring scales for objectives
 - Evaluated alternatives for each decision against weights



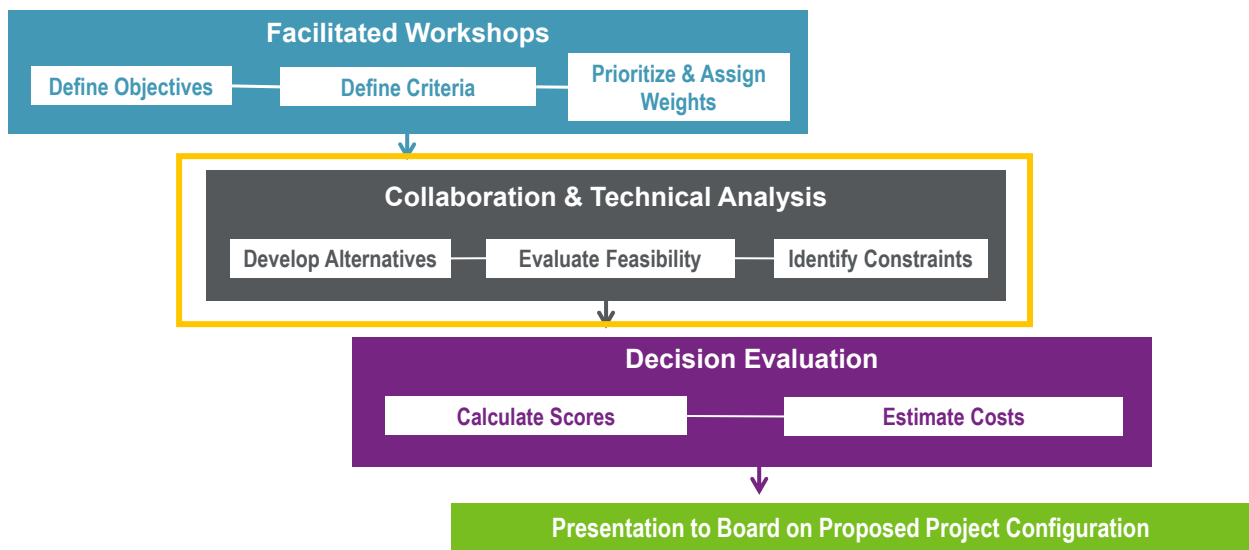
12








- 01 PR³ Project Overview
- 02 Decision Framework
- 03 Decision Making**
- 04 Next Steps

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03 Collaborative Decision Making Process



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		03 Collaboration & Technical Analysis
		<ul style="list-style-type: none"> ▪ Workshops with Authority staff to understand current and future operational needs, functionality and flexibility ▪ Multiple meetings with regulatory entities to proactively introduce PR³ Project and develop permitting plan <ul style="list-style-type: none"> ▪ FL Department of Environmental Protection (FDEP) - wetlands and dam safety ▪ US Army Corps of Engineers (USACE) ▪ US Fish and Wildlife Service (USFWS) ▪ National Marine Fisheries Service (NMFS) ▪ Florida Fish and Wildlife Conservation Commission (FWC) ▪ Discussions related to possible partnerships for regional mitigation opportunities
		

15

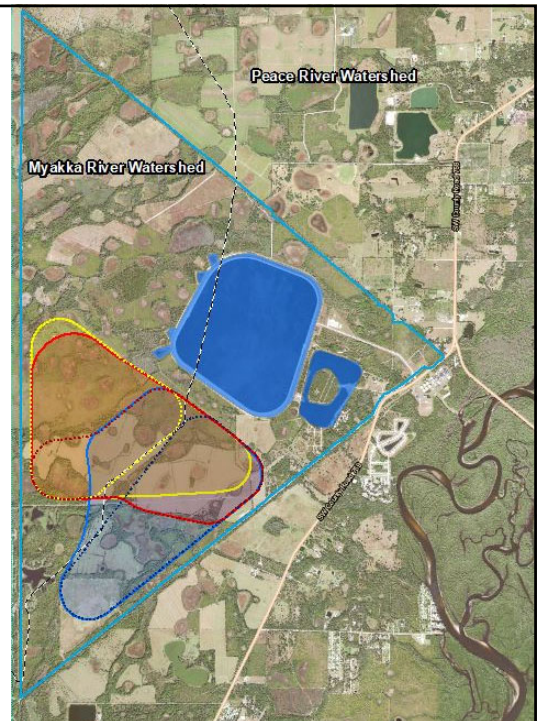
		03 Collaboration & Technical Analysis
		<ul style="list-style-type: none"> ▪ Review of existing site information and collection of new site data <ul style="list-style-type: none"> ▪ Res No. 2 design and construction records and data ▪ Previous studies by others on site conditions ▪ Res No. 2 operational and dam safety data ▪ Preliminary wetland, vegetation and species surveys ▪ Preliminary geotechnical explorations and well installation ▪ Water quality sampling to inform sea level rise evaluations ▪ Evaluation of expanded water campus to incorporate state of the industry, best practices, and recognition opportunities
		

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03 Decision Making for PR³ Project

Reservoir Siting:

- Assumed similar operating range and cross-section as Res No. 2
- Looked at three 9 BG and three 6 BG footprint locations on the Reserve
- Avoided previous mitigation area on northern portion of property
- Alternatives impacted wetlands and existing infrastructure differently

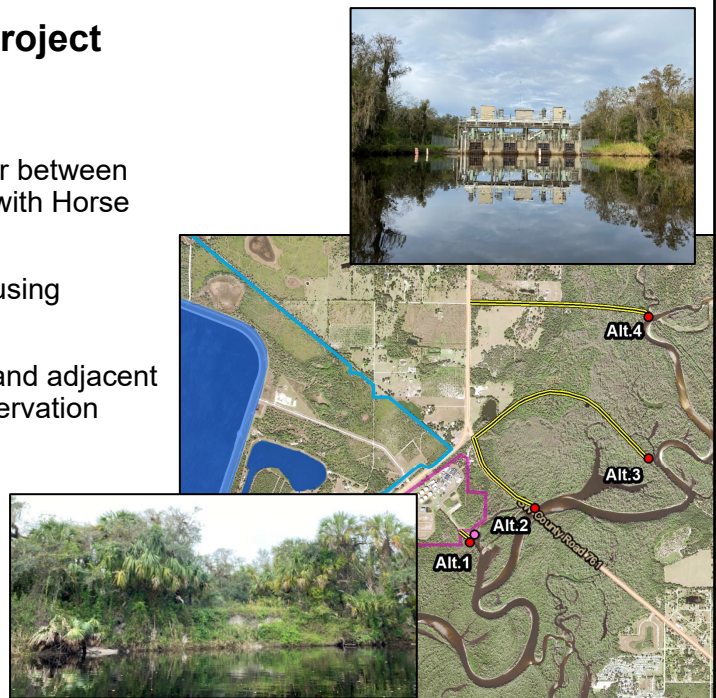


17

03 Decision Making for PR³ Project

Intake Pump Station Siting:

- Evaluated 4 locations along the River between the existing intake up to confluence with Horse Creek
- Evaluated reliability based on TDS (using historical data and SLR projections)
- Reviewed property ownership info; land adjacent to River in state trust with strict conservation easement

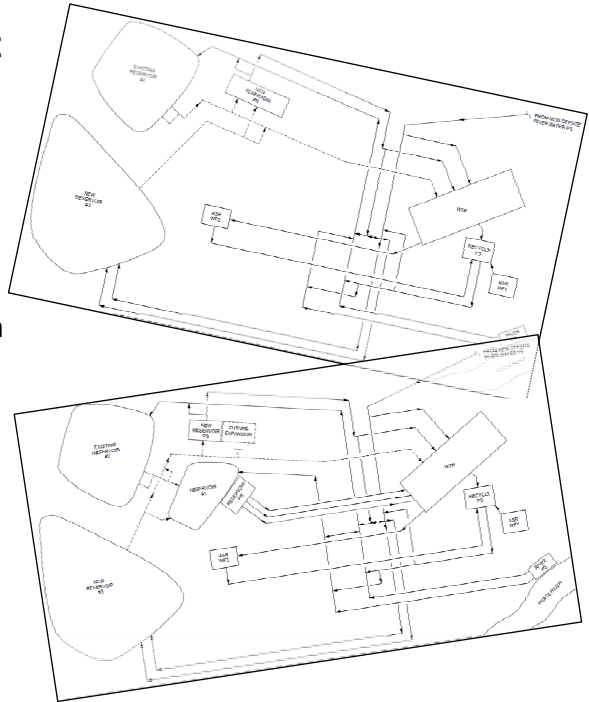


18

03 Decision Making for PR³ Project

System Configuration:

- Worked with operations staff to understand current operations and improvements needed with expanded storage
- Evaluated range of solutions with increasing flexibility to move water around and between storage
- All options include improved gravity flow to PRF

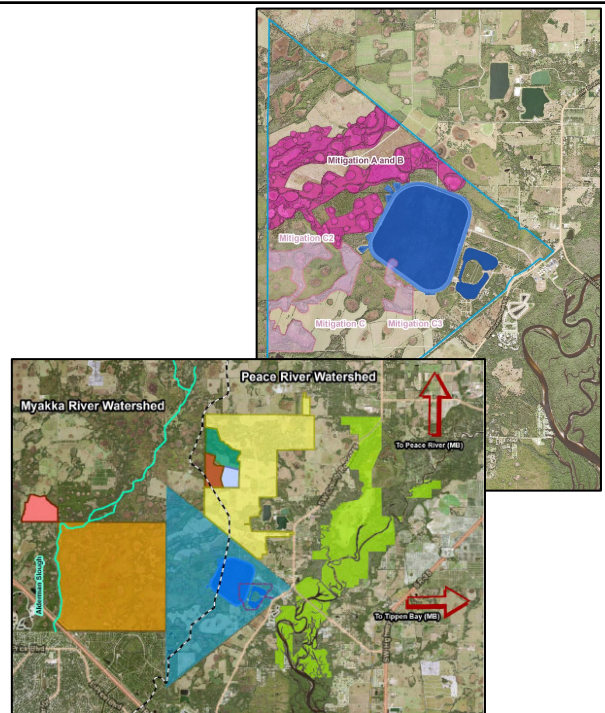


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03 Decision Making for PR³ Project

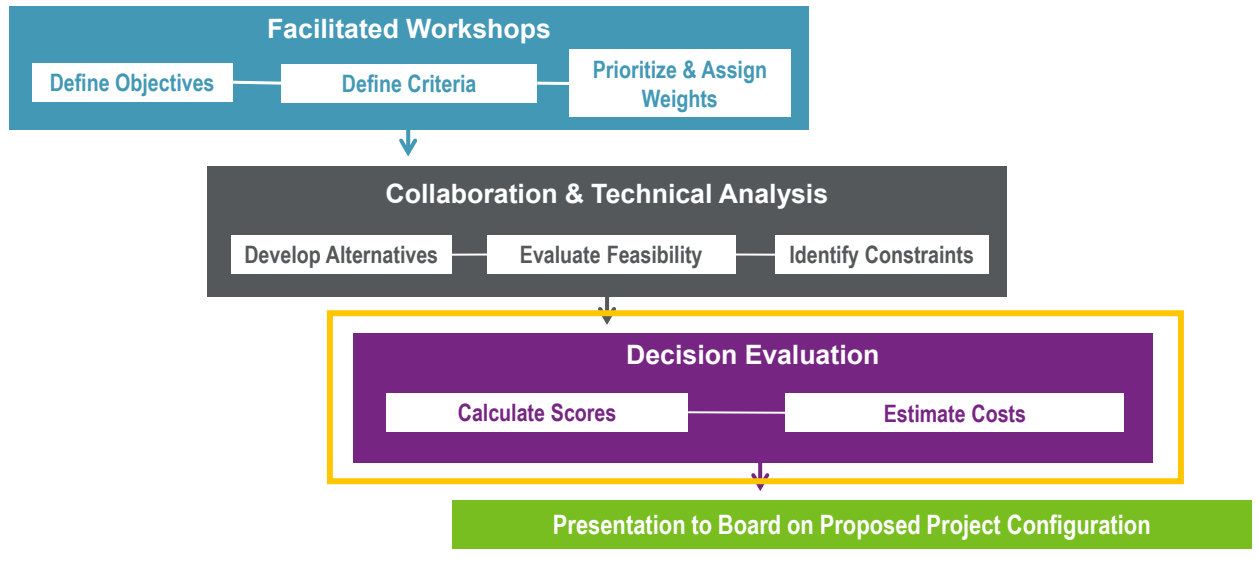
Wetland Mitigation:

- Will need to mitigate for herbaceous and forested wetlands in both Myakka and Peace Basins
- Evaluated range of solutions including combinations of:
 - Purchase bank credits
 - Expand on-site wetland creation
 - Create wetlands on adjacent properties
 - Participation in regional partnership



20

03 Collaborative Decisions are Forward-Looking & Defensible

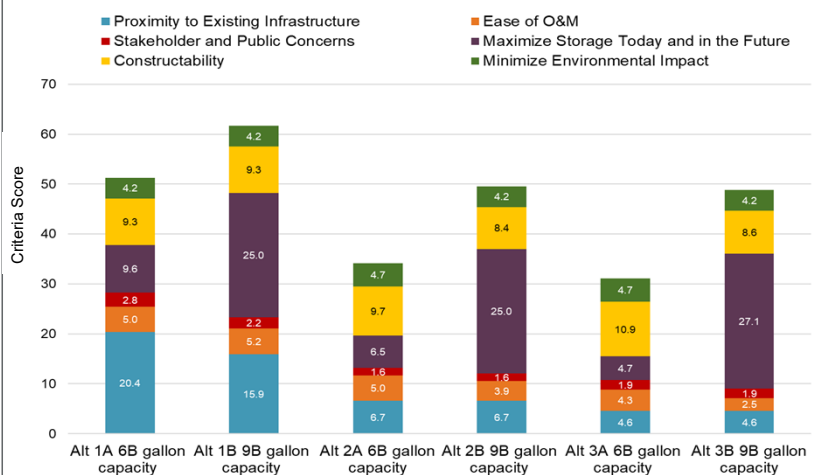


21

03 Decision Evaluation

Reservoir Siting

- Alternatives with more storage score better (9 BG vs 6BG)
- Alts 2 and 3 include impacts to the existing 42-inch pipeline on the Reserve

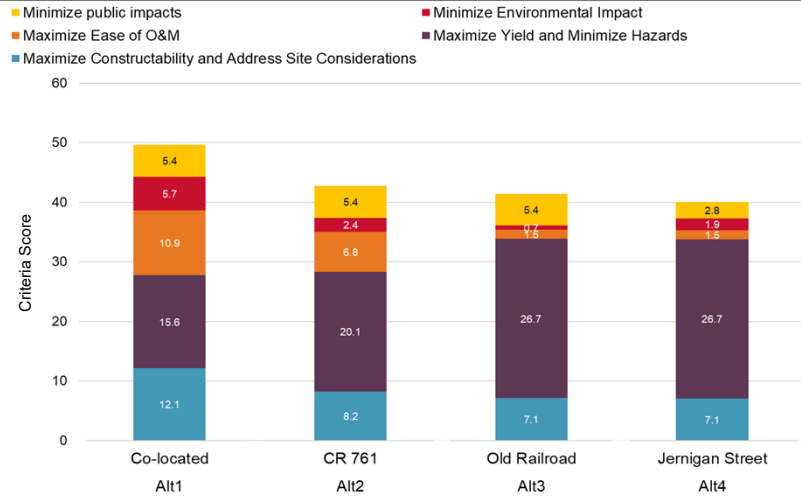


22

03 Decision Evaluation

Intake Pump Station Siting

- Maximizing ease of O&M is strongest with the co-located option
- Minimizing environmental impacts and challenges with site access are improved with co-located
- Difficulties with conservation easement aren't present with co-located

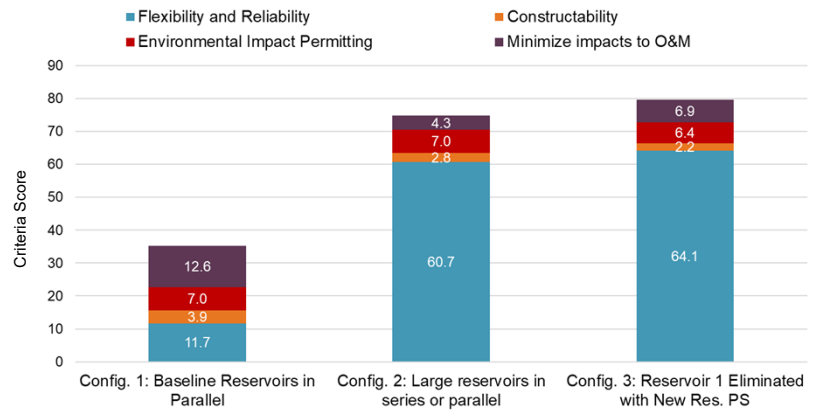


23

03 Decision Evaluation

System Configuration

- Flexibility and reliability are significantly greater in options 2 and 3
- Improved flexibility results in increased infrastructure to move water between different pump stations and reservoirs

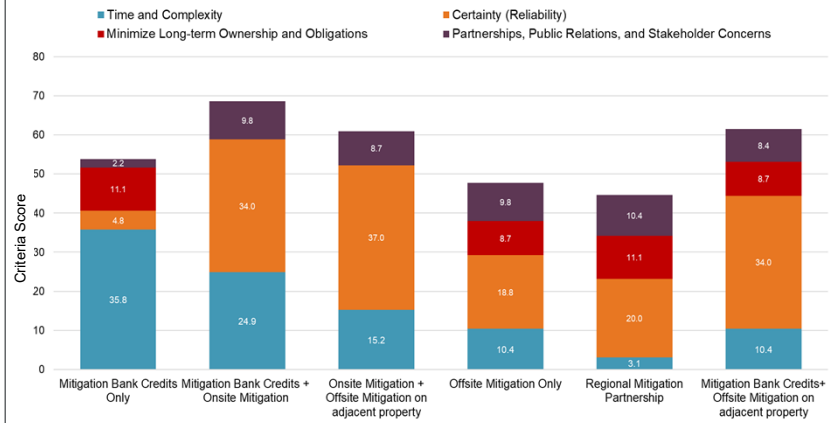


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03 Decision Evaluation

Wetland Mitigation

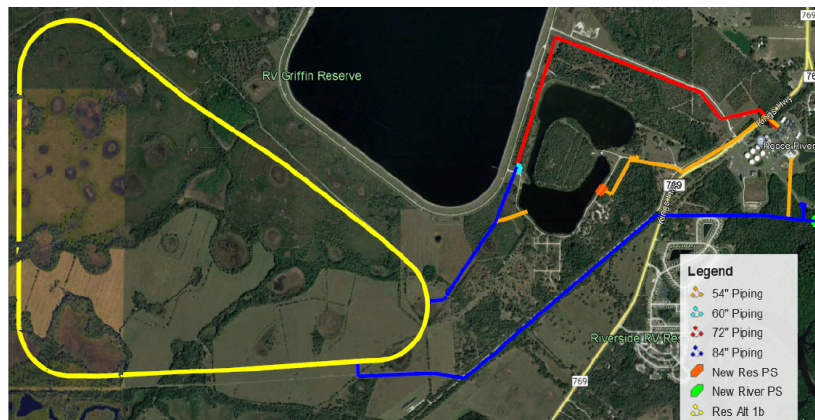
- Options with onsite mitigation improve certainty because the schedule is within the Authority's control
- Options with bank credit improve certainty because once purchased, mitigation needs are addressed



25

03 Construction Cost Estimate

Narrowed down options from scoring to a single configuration:



26

03 Construction Cost Estimate

Narrowed down options from scoring to a single configuration:

Reservoir Alt 1B:
9 BG to maximize storage and avoid impacts to existing pipeline



27

03 Construction Cost Estimate

Narrowed down options from scoring to a single configuration:

Intake Alt 1:
Co-located intake in vicinity of existing pump station improves O&M, permitting, and minimizes challenges with property acquisition



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03 Construction Cost Estimate

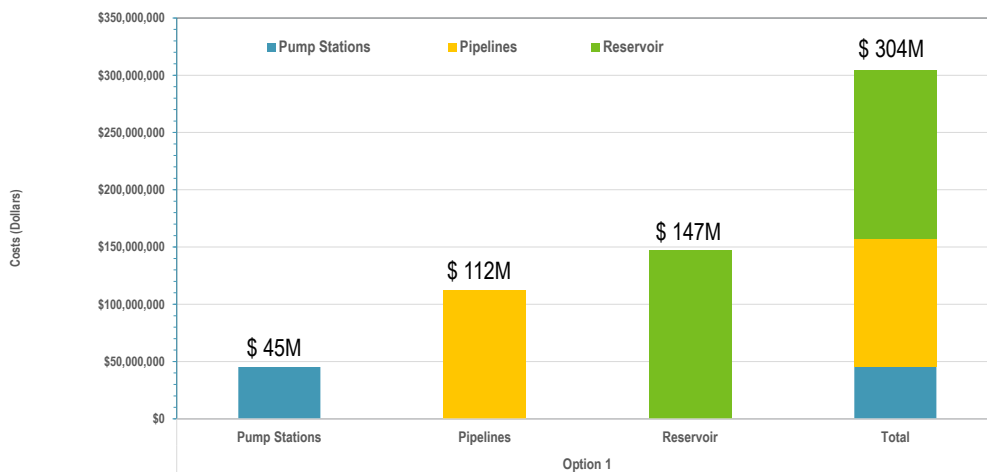
Narrowed down options from scoring to a single configuration:



System Conveyance Alt 1: least complex system with least infrastructure

29

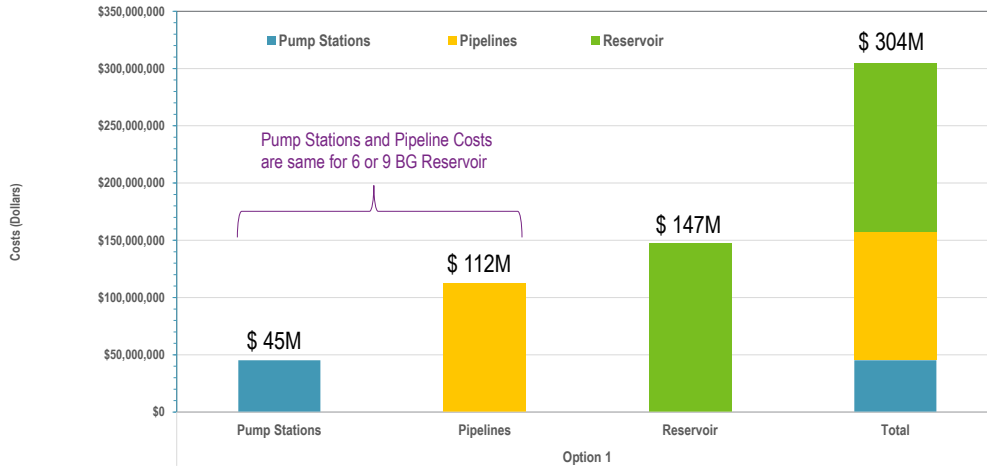
03 Construction Cost Estimate (2021)



Note: wetland mitigation estimated between \$16 and \$21M depending on total amount and type of credits needed

30

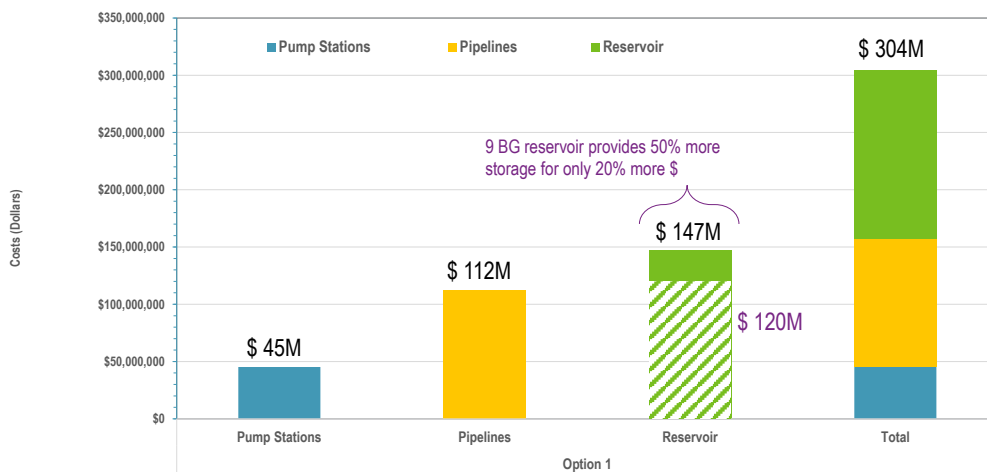
03 Construction Cost Estimate (2021)



Note: wetland mitigation estimated between \$16 and \$21M depending on total amount and type of credits needed

31

03 Construction Cost Estimate (2021)



Note: wetland mitigation estimated between \$16 and \$21M depending on total amount and type of credits needed

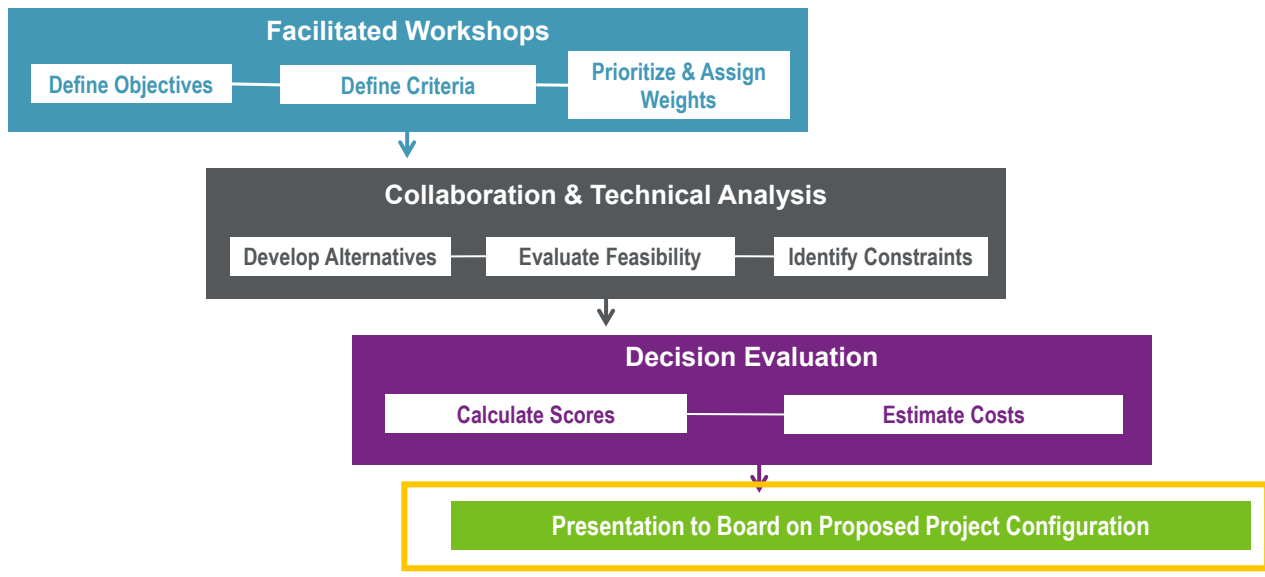
32



- 01 PR³ Project Overview
- 02 Siting and Feasibility Phase
- 03 Decision Making
- 04 Next Steps**

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04 Collaborative Decisions are Forward-Looking & Defensible



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04 Next Steps

- Confirmation of proposed approach to design and permitting; planned to start Q1 2022
- Early milestones will include
 - Caracara (and other wildlife) surveys during critical nesting season
 - Confirmation of lead agency for permitting and regular pre-app meetings
 - 15% design development and detailed cost estimate
 - Geotechnical, geological, topographic and bathymetric data collection

35



Board Input and Questions

36

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
December 1, 2021

REGULAR AGENDA
ITEM 3

Updated Feasibility of Solar Power Options at the Peace River Facility


Presenter - Richard Anderson, Director of Operations
Steven King, Black and Veatch

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

To improve the long-term efficiency and sustainability of our water system and facilities, the Authority has, and continues to explore and implement improvements to optimize its facilities and operations. In 2018 Black & Veatch performed a Renewable Energy Study for the Authority's Peace River Facility campus in DeSoto County. The 2018 Study evaluated four solar power options ranging from 200 KW to 75 MW for implementation at the PRF. None of the options were deemed economically viable at the time. Black and Veatch has recently completed an update of the 2018 study that including information on technology advancements that improve equipment performance, require less space, and reflects changes to the payback periods for alternative configurations of ground mounted solar PV systems in the vicinity of the PRF. It also includes conceptual cost estimates and provides planning level information such as optimal sizing and associated land requirements for various alternatives. Authority and Consultant staff will present the results of the most recent Renewable Energy Study at the PRF for Board consideration.




Budget Action: No action needed.

Attachments:
Presentation Materials




Peace River Facility Renewable Energy Study


Solar PV Analysis



1




The Authority's Strategic Plan Embodies Core Values Consistent with Cost-Effective Sustainable Energy Development

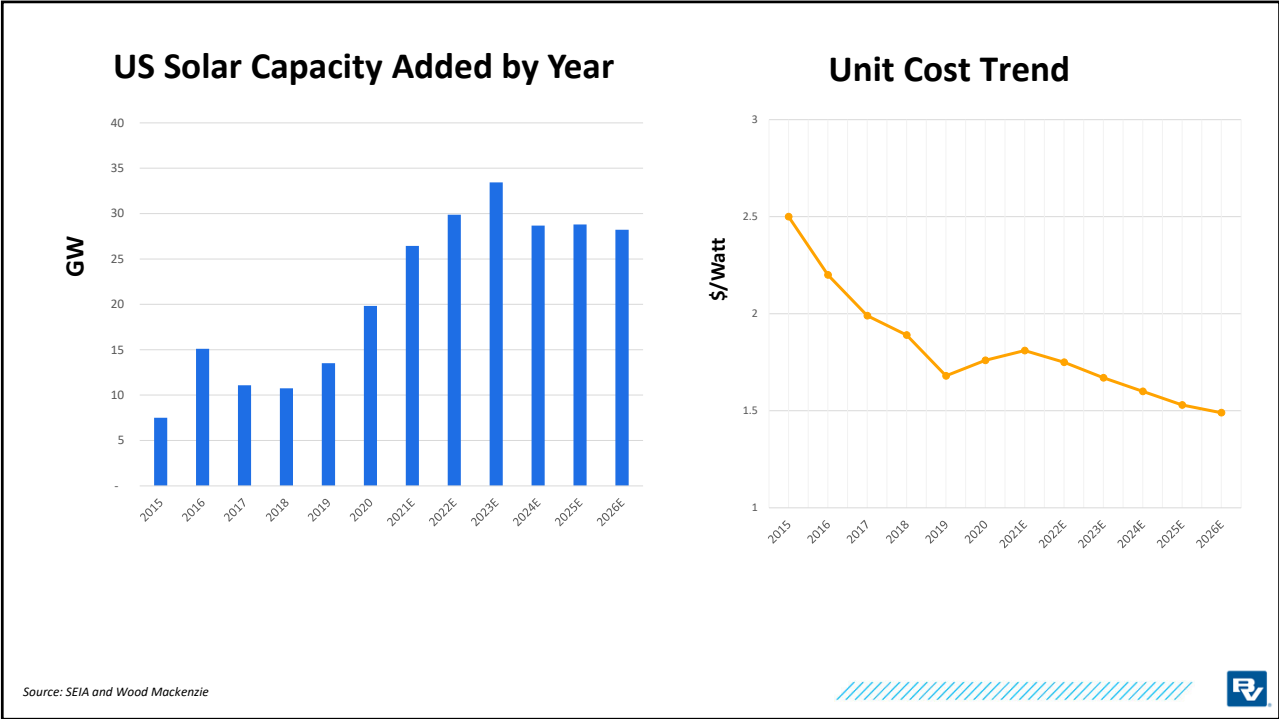


II. Resiliency: Planning and forging a system that is environmentally thoughtful and sustainable, highly interconnected, diversified and adaptable.


III. Financial Stability: Implementing policies and practices to maintain fiscal health while ensuring integrity and transparency in the financial process and providing affordable water rates that are fair and equitable




2




3



Possible Scenarios for a Solar PV System for the Authority





4

SCENARIO 1: 200 KW_AC

	2018 Study	2021 Update
System Size	210 kW_ac	200 kW_ac
Space Needed	1.85 Acres	1 Acre
Estimated Capital Costs (\$)	\$0.54M	\$0.39M

Payback Period	11.3 Years
Total Capital	\$0.39M
O & M (\$/year)	\$2,400
Reduction in purchased energy cost (2020)	1.5%

- This small system provides an opportunity to gain experience with operation and maintenance of solar PV system before investing in a larger system later.
- This system can power three 50 horsepower motors. Or approx. 3 of the Facilities Compressors



Location: Open area near the aerator building, in between the two reservoirs

Black & Veatch

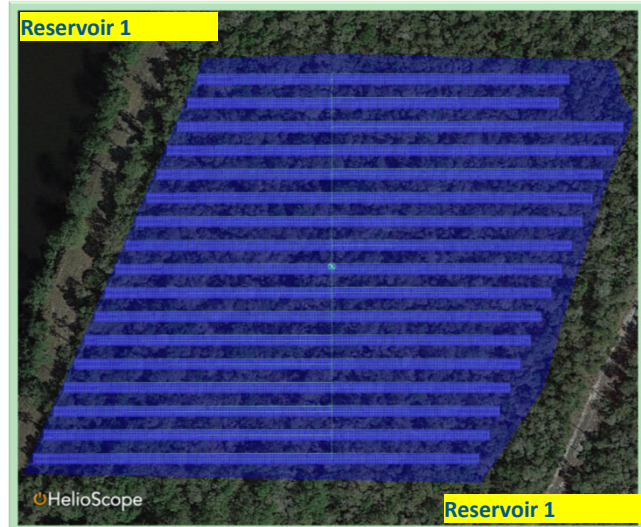
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SCENARIO 2: 2 MW_AC

	2018 Study	2021 Update
System Size	2 MW_ac	2 MW_ac
Space Needed	19.4 Acres	6 Acres
Total Costs (\$)	\$4.1M	\$3.2M

Payback Period	9.7 Years
Total Capital	\$3.23M
O & M (\$/year)	\$24,300
Reduction in purchased energy cost (2020)	15%

- This system is the maximum that can be installed under net-metering rules.
- This system can power five - six 200 horsepower pumps. Which is the number of pumps at the Reservoir Pumphouse.



Location: The island in the middle of Reservoir 1

Black & Veatch

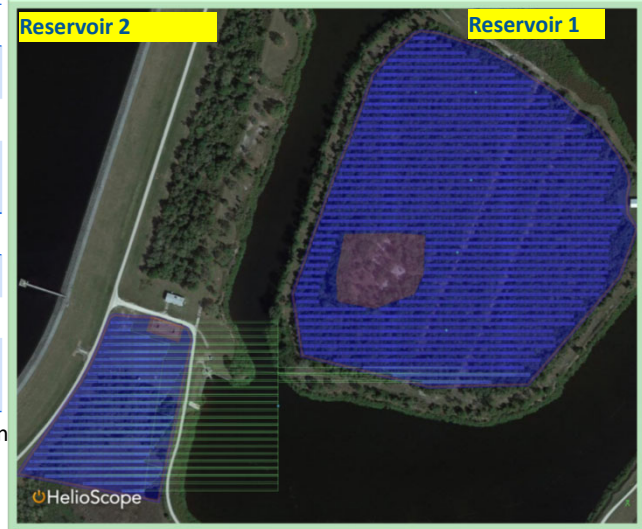
6

SCENARIO 3: 10.1 MW_AC*

	Old Design	New Design
System Size	10.1 MW_ac	10.1 MW_ac
Space Needed	94 Acres	36 acres
Total Costs (\$)	\$18.4M	\$12M
Payback Period	8.8 Years or greater	
Total Capital	\$12M	
O & M (\$/year)	\$129,000	
Reduction in purchased energy cost (2020)	79%	

*Requires special contract with FPL and the payback period can be greater than 8.8 years depending on the contract terms

- This system provides the plant with large portion of the power required throughout the day.
- This system can power 90% of the equipment at the facility.



Location: The island in the middle of Reservoir 1 and the open area near the aerator building

Black & Veatch

7

ROOFTOP AND CARPORT SOLAR PV ON THE WATER TREATMENT PLANT



- The seven sections marked on this map were considered for assessing rooftop and carport solar PV systems
- The rooftop and carport solar PV systems are summarized on the next slide.

Black & Veatch

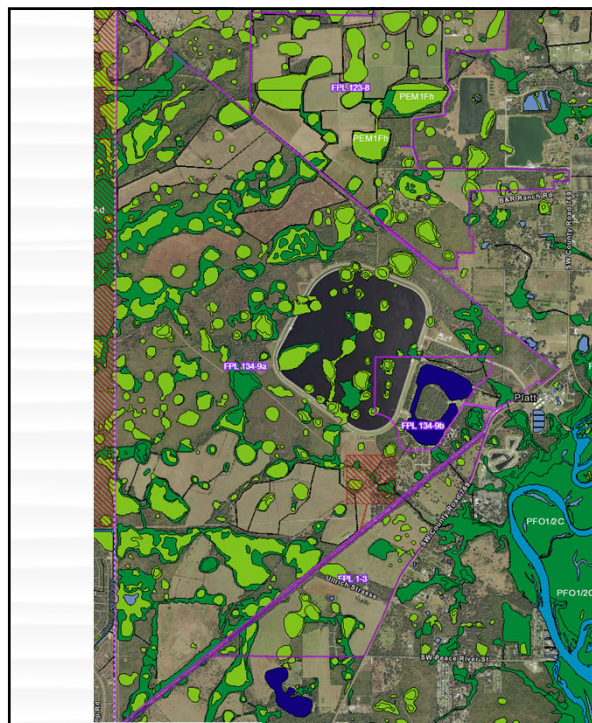
8

ECONOMIC ANALYSIS SUMMARY OF DIFFERENT SOLAR PV SYSTEMS AND SCENARIOS

Characteristic	Scenario 1 Ground Mount	Scenario 2 Ground Mount	Scenario 3 Ground Mount	Rooftop Systems (Combined)	Carport Systems (Combined)
System size (MW_ac)	0.2 MW	2 MW	10.1 MW	0.71 MW	0.22 MW
Payback Period	11.3 Years	9.7 Years	8.8 Years	17.9 Years	29.8 Years
Total Estimated Capital Cost	\$0.39M	\$3.23M	\$11.85M	\$1.52M	\$0.85M
O & M (\$/year)	\$2,400	\$24,300	\$129,000	\$9,300	\$2,800
Equivalent Barrels of Oil saved per year	673	6,727	35,276	2,133	648
Amount of Carbon Dioxide avoided per year (Metric Tons)	291	2,906	15,237	921	280

Black & Veatch

9



Correspondence with FPL

- FPL has analyzed the site for its potential and expressed concerns due to wetlands on site.
- As a regulated utility, FPL is more interested in sites that are as cost competitive as possible and do not require as much wetland mitigation.
- FPL has only done demonstration floating solar projects; they were concerned that a large scale floating solar project will not be cost competitive with ground mount options.
- Black & Veatch is still exploring other options with FPL for smaller system sizes.

Black & Veatch

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NEXT STEPS

- **Deployment perspectives:**
 - **Cost Savings**
 - **Sustainability/green energy**
 - **Proof of concept**
 - **Public relations**
- **Continue participating in FPL's Solar Together Program.**
- **Join FPL's Business Lighting Program.**
- **Incorporate solar technology capability in future new build projects when applicable.**
- **Investigate options for future solar conversion/installation.**

Questions?

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
December 1, 2021

GENERAL COUNSEL'S REPORT

REVISED 11/29/21

Presenter -

Douglas Manson, General Counsel

Recommended Action -

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

At the October 1, 2021 meeting the Board approved an Interlocal Agreement, Purchase and Sale Agreement and Operational Protocol for Authority acquisition of the Project Prairie Pumping and Storage Facility. General Counsel will review proposed changes to those agreements after discussion with DeSoto County General Counsel.

Attachments:

Interlocal Agreement/Purchase and Sale Agreement
Ingress/Egress Easement for Wastewater Lift Station

**INTERLOCAL AGREEMENT BETWEEN PEACE RIVER MANASOTA
REGIONAL WATER SUPPLY AUTHORITY AND DESOTO COUNTY
FOR THE ACQUISITION OF PROJECT PRAIRIE FACILITIES**

THIS INTERLOCAL AGREEMENT (“Agreement”) is entered into by and between the **PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY** (“Authority”), a regional water supply authority and independent special district of the State of Florida created and existing pursuant to Sections 373.713 and 163.01, Florida Statutes (“F.S.”), acting by and through its Board of Directors, and **DESOTO COUNTY** (“County”), a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, collectively referred to as the “Parties.”

WITNESSETH:

WHEREAS, both the Authority and the County are authorized to enter into interlocal agreements pursuant to Chapter 163, F.S.; and

WHEREAS, the County owns and operates real property located in DeSoto County on U.S. 17 near the Charlotte County line, as depicted on the Location Map attached as **Exhibit A** (the “Property”); and

WHEREAS, certain facilities exist on the Property consisting generally of a 500,000-gallon above-ground storage tank and associated piping; a booster pump station and chemical feed system; yard piping; and emergency generator (the “Project Prairie Facilities”); and

WHEREAS, the Project Prairie Facilities provide an existing Delivery Point for the County from the Authority’s Regional Transmission System pursuant to Section 10.3 of the Master Water Supply Contract (“MWSC”), as amended, to which the Authority and the County are parties; and

WHEREAS, this Agreement does not change the County’s Water Allocation authorized

pursuant to the provisions of the MWSC and any amendments thereto; and

WHEREAS, on or about October 5, 2005, the Authority and the County previously entered into a Transfer Agreement to acquire specific components located on the Property consisting generally of wellhead, yard piping, reverse osmosis building and degasifier; and

WHEREAS, evaluation and price for acquisition of the Project Prairie Facilities has been documented in the report entitled “Project Prairie Water System Evaluation” prepared by Stantec and dated December 17, 2019, a portion of which is attached hereto as **Exhibit B**; and

WHEREAS, the County has granted an easement on the Property to the Authority; and

WHEREAS, the County now wishes to convey the Project Prairie Facilities to the Authority; and

WHEREAS, the Parties recognize that coordination between the Authority and the County regarding operation of the Project Prairie Facilities would be beneficial to both Parties.

NOW, THEREFORE, in consideration of the above stated Recitals, mutual covenants and obligations contained herein, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by the Parties, the Authority and the County hereby agree as follows:

1. **INCORPORATION OF RECITALS.** The foregoing Whereas clauses are true and correct and are hereby incorporated by reference into this Agreement.

2. **DELEGATIONS.** The Authority hereby delegates authority to its Executive Director, and the County hereby delegates authority to its County Administrator, to develop and execute all Operating Protocols, Operational Manuals and other documents consistent with and necessary to implement the terms and provisions of this Agreement.

3. **DEFINITIONS.** All capitalized terms in this Agreement shall be defined pursuant

to the definitions within the MWSC, unless otherwise indicated below.

3.1 “Acquisition” shall mean the time at which ownership of the Project Prairie Facilities are acquired by the Authority from the County.

3.2 “Agreement” means this Interlocal Agreement between Peace River Manasota Regional Water Supply Authority and DeSoto County for the Acquisition of Project Prairie Facilities.

3.3 “Project Prairie Facilities” shall be the facilities located on the Property and more specifically described in Paragraph 5, herein.

4. **PURPOSE.** The purpose of this Agreement is to set forth the intentions, rights, and obligations of the Parties with respect to the acquisition and operation of the Project Prairie Facilities.

5. **PROJECT PRAIRIE FACILITIES TO BE ACQUIRED.** The Project Prairie Facilities owned by the County and to be acquired by the Authority are specifically described in **Exhibit B** (Project Prairie Water System Evaluation), and are:

- a) A 500,000 gallon storage tank and associated yard piping;
- b) A booster pump building, inclusive of all equipment contained within the building including piping, valves, fittings, acid feed, antiscalant, phosphate inhibitor, and caustic feed; and
- c) Emergency generator.

The components to be acquired and valuation are presented in **Exhibit B**.

6. **TRANSFER AND ACCEPTANCE OF PROJECT PRAIRIE FACILITIES.**

6.1 **Purchase Price.** At the time of Acquisition, but no later than January 31, 2022, the Authority shall pay the County \$748,731.53 for the Project Prairie Facilities.

6.2 Transfer Documentation Package. The County shall provide to the Authority a transfer documentation package, which includes all appropriate documentation to transfer sole ownership of the Project Prairie Facilities from the County to the Authority. At a minimum, the documentation shall include a bill of sale in a form satisfactory to the Authority; all associated permits; record drawings; engineering plans; operation and maintenance manuals or similar documents; warranties from contractors and suppliers; and any other document(s) necessary for the ownership and continued operation of the Project Prairie Facilities which the County has available and is able to provide, and which is acceptable to the Authority.

6.3 Payment. Payment for the Project Prairie Facilities shall be made to County by the Authority at the time of the Acquisition.

6.4 Warranty. Any warranties granted to the County by a contractor or equipment supplier which remain in effect shall be transferred by the County to the Authority at the time of Acquisition.

7. FUNDING FROM THE SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT (“SWFWMD”). This Agreement is contingent upon the successful modification of the existing Funding Agreement between the SWFWMD and the Authority to add the Project Prairie Facilities, which will provide that SWFWMD shall fund one hundred percent (100%) of the eligible funding according to SWFWMD policies for the Acquisition.

8. OPERATING PROTOCOL. The Authority’s Executive Director and the County Administrator shall develop and approve a written Operating Protocol prior to the Acquisition in substantially the same form as provided in **Exhibit C** hereto. At a minimum, the Operating

Protocol will define the rights and obligations of the Parties regarding the operation, maintenance, and regulatory activities necessary for the Authority to meet its obligation to provide potable water to the County in a manner which allows the County to meet its water quality and operational requirements through the integration of the Project Prairie Facilities into the Authority's Regional Transmission System. Nothing in the Operating Protocol shall conflict or supersede this Agreement, the Interlocal Agreement creating the Authority, as amended, and the Master Water Supply Contract, as amended. The Operational Protocol may only be modified in writing by mutual agreement of the Authority's Executive Director and the County Administrator. This provision shall survive the Termination or Expiration of the Term of this Agreement.

9. **COMPLETION DATE.** The Acquisition of the Project Prairie Facilities is to be completed no later than January 31, 2022.

10. **OWNERSHIP INTERESTS.** The Authority shall have all ownership interests of the Project Prairie Facilities upon completion of the Acquisition.

11. **NOTICES.** All notices, demands, requests, and other communications hereunder shall be deemed sufficient and properly given, if in writing and delivered in person to the following addresses, or via facsimile, or sent by certified or registered mail, postage prepaid with return receipt requested, at such addresses; provided, if such notices, demands, requests or other communications are sent by mail, they shall be deemed as given on the third day following such mailing which is not a Saturday, Sunday, or a day on which United States mail is not delivered:

To the Authority:

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

To DeSoto County:

DeSoto County
Attention: County Administrator
201 East Oak Street Suite 201
Arcadia, Florida 34266

Either party may, by written notice, designate any further or different address to which subsequent notices shall be sent. Any notices hereunder signed on behalf of the notifying party by a duly authorized attorney at law shall be valid and effective to the same extent as if signed on behalf of such party by a duly authorized officer or employee.

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

13. **ENTIRE AGREEMENT.** The Parties agree there are no commitments, agreements, or understandings concerning the Project Prairie Facilities that are not contained in this Agreement, and that this Agreement together with the Interlocal Agreement creating the Authority, as amended, and the Master Water Supply Contract, as amended shall constitute the entire agreement of the Parties with regard to the Acquisition.

14. **AMENDMENTS.** This Agreement may be amended only by a writing duly executed by the Authority and the County.

15. **DISCLAIMER OF THIRD-PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the Parties to this Agreement and their successors, heirs, and assigns. No right or cause of action shall accrue upon or by reason hereof inure to or for the benefit of any third party.

16. **WAIVER.** Unless otherwise specifically provided by the terms of this Agreement, no delay or failure to exercise a right resulting from any breach of this Agreement shall impair

such right or shall be construed to be a waiver thereof, but such right may be exercised from time to time and as often as may be deemed expedient. Any waiver shall be in writing and signed by the party granting such waiver. If any representation, warranty or covenant contained in this Agreement is breached by any party and thereafter waived by another party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive, either expressed or impliedly, any other breach under this Agreement.

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

18. **SOVEREIGN IMMUNITY.** The Parties intend to avail themselves of the benefits of Sections 768.28 and 163.01, F.S., and of other statutes and common law governing sovereign immunity to the fullest extent possible. No provision, term, or condition of this Agreement will be construed as a waiver by either of the Parties of any rights provided for by any provision of law, including but not limited to Sections 768.28 and 163.01, F.S. Nothing in this Agreement is intended to inure to the benefit of any third party for the purposes of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

19. **DISPUTES.** Before the commencement of any legal proceedings, in the event that the Parties disagree regarding the interpretation of this Agreement, or the fulfillment of obligations required hereunder, including disagreements concerning Operating Protocols, Operational

Manuals and other documents which implement the terms and provisions of this Agreement, .either Party must first request in writing a meeting, to occur within thirty (30) days of such written notice, in which the disagreement will be discussed by the Authority’s Executive Director and the County Administrator. Should the dispute not be resolved within thirty (30) days of such meeting, the Chair of the Authority’s Board of Directors and the Chair of the County’s Commission shall meet within thirty (30) days in an effort to resolve the dispute. Should the dispute still not be resolved within thirty (30) days of the Chairs’ meeting, the Parties may then pursue any available legal remedies. This Agreement may be enforced by the Parties in any manner authorized by law, and does not preclude any Party from seeking judicial or administrative remedies for violation of the terms and conditions of this Agreement. Each party shall bear its own costs and attorney’s fees related to disputes prior to commencement of any legal proceedings.

20. **ATTORNEYS FEES AND COSTS.** In the event there is litigation arising under or related to Agreement, each party shall pay its own attorney’s fees and costs and expenses incurred in enforcing the Agreement.

21. **BINDING AGREEMENT.** This Agreement shall be binding upon and inure to the benefit of the respective successors, permitted assigns, administrators and trustees of the Parties.

22. **EFFECTIVE DATE; TERM.**

23.1 Effective Date. The Effective Date of this Agreement shall be on the day the last party executes the Agreement, as indicated below.

23.2 Term. The Term of this Agreement shall continue and be effective for the term of the Master Water Supply Contract, as amended.

23. **EXECUTION OF AGREEMENT.** This Agreement shall be executed in two

duplicate originals, any of which shall be regarded for all purposes as an original and all of which shall constitute the same instrument.

24. **MODIFICATION.** This Agreement may be modified only in writing and signed by both Parties or their duly authorized agents.

25. **INDEMNIFICATION.** The Parties shall indemnify and hold each other and their agents, servants, and employees harmless from and against any claim, costs, attorney's fees, or cause of action of whatsoever kind or nature caused by negligent error, omission, or act in performance of this Agreement. However, nothing in this paragraph is intended to waive the provisions of Paragraph 18 of this Agreement.

26. **INTERLOCAL AGREEMENT.** This Agreement shall constitute an interlocal agreement pursuant to Section 163.01, F.S.

IN WITNESS WHEREOF, the Authority and Sarasota have executed this Agreement on the day, month, and year first above written.

ATTEST:

PEACE RIVER MANASOTA REGIONAL
WATER SUPPLY AUTHORITY

Mike Coates
Executive Director

Alan Maio
Chair

Date: _____

Approved as to Form:

Douglas Manson
General Counsel for the Authority

BOARD OF COUNTY COMMISSIONERS
OF DESOTO COUNTY, FLORIDA

ATTEST:

Mandy J. Hines
County Administrator

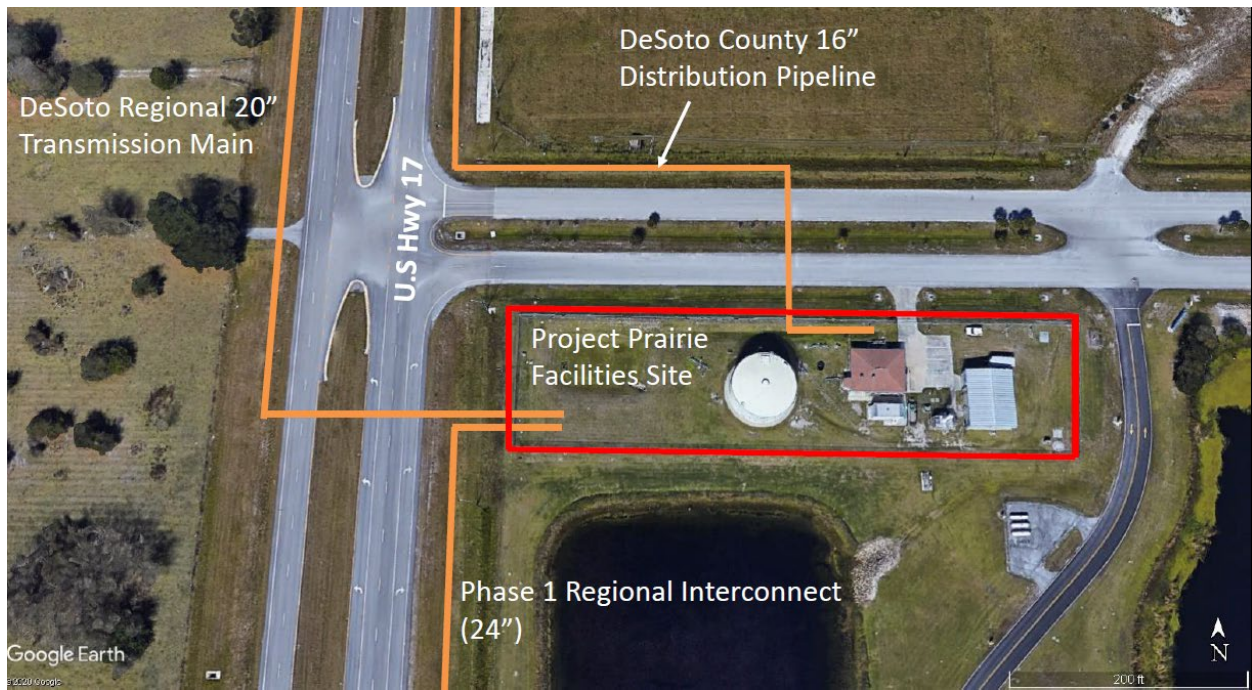
J.C Deriso
Chairman

Date: _____

Approved as to Form and Legal Sufficiency:

Donald D. Conn
County Attorney

EXHIBIT A LOCATION MAP



**EXHIBIT B
PROJECT PRAIRIE VALUATION**

**Valuation of the Remaining Assets at the Project Prairie Water Storage
and Booster Pump Station Site (2019)**

Description	Allocated Percentage ¹	Adjusted Original Cost (2019) ²	Adjusted Average Service Life (Years) ³	Average Straight Line Depreciation	2019 Cost
Booster Pump Building	40%	\$374,176.53	40	\$9,354.41	\$243,214.74
Pumps	25%	\$233,860.33	20	\$11,693.02	\$70,158.10
Piping/valves	10%	\$3,544.13	40	\$2,338.60	\$60,803.69
Electrical	15%	\$140,316.20	20	\$7,015.81	\$42,094.86
Chemical Rooms	10%	\$93,544.13	20	\$4,677.71	\$28,063.24
New Work (PLC/motors)	100%	\$40,000.00	20	\$2,000.00	\$40,000.00
Emergency Generator	100%	\$224,292.71	20	\$11,214.64	\$67,287.81
Storage Tank	100%	\$349,561.54	40	\$8,739.04	\$227,215.00
Fence	100%	\$25,980.27	20	\$1,299.01	\$7,794.08
SUBTOTAL		\$1,575,275.85			\$786,631.53
Adjusted cost for VFDs and flowmeters					\$120,000.00
Recommended System Improvements					-\$157,900.00
TOTAL					\$748,731.53

Notes:

1. Allocated percentage of total Booster Pump Station cost allocated to components of assets installed within the building.
2. ENR CCI multiplier: 1.512415391
3. 1996 NARUC Uniform System of Accounts average service life for specific components

Reference: 'Peace River Manasota Regional Water Supply Authority – Project Prairie Water System Evaluation' (Stantec; December 17, 2019)

EXHIBIT C
FORM OF PROJECT PRAIRIE OPERATING PROTOCOL

[Draft Operating Protocol to be Inserted]

CONTRACT FOR SALE AND PURCHASE

THIS Contract for Sale and Purchase (Contract) is made this ___ day of _____, 20___, by and between **DESOTO COUNTY** a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, having an address of 201 East Oak Street, Suite 201, Arcadia, Florida 34266 (County), and **PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**, a regional water supply authority and independent special district of the State of Florida created and existing pursuant to Sections 373.713 and 163.01, Florida Statutes ("F.S."), acting by and through its Board of Directors, having an address of 9415 Town Center Parkway, Lakewood Ranch, Florida 34202 (Buyer), collectively referred to as the "Parties," as follows:

1. **AGREEMENT TO SELL**: The County hereby agrees to sell, and Buyer hereby agrees to buy, in accordance with this Contract, all of that certain parcel of land located in DeSoto County on U.S. 17 near the Charlotte County line, more particularly described in **Exhibit "A"** attached hereto and incorporated herein by this reference (Property).
2. **TIME FOR ACCEPTANCE**: Upon execution of this Contract by Buyer, Buyer's offer will be binding for thirty (30) days after such execution by Buyer. If this Contract is not executed by the County on or before thirty (30) days after execution of this Contract by Buyer, Buyer's offer contained in this Contract is withdrawn and this Contract will terminate.
3. **EFFECTIVE DATE**: The effective date of this Contract will be the date of execution by the County.
4. **APPROVAL**: This Contract is subject to approval by the County's Board of County Commissioners. If the County's Board of County Commissioners does not approve this Contract and all the terms and conditions hereof, the County will notify the Buyer in writing and this Agreement will terminate.
5. **PURCHASE PRICE**: The total purchase price for the Property will be thirty-six thousand dollars (\$36,000.00). The purchase price will be paid at the time of closing by check to the County.
6. **CLOSING, EXPENSE AND POSSESSION**: This Contract will be closed no later than thirty (30) days from the effective date referenced in Paragraph 2, unless this Contract is terminated pursuant to Paragraphs 2, 4, 12, or 13. The following are additional details of closing:
 - a. **Time and Place**: The date, time and place of closing will be set by the County.
 - b. **Conveyance**: At closing, the County will deliver to Buyer a fully executed quit claim deed, conveying the Property and improvements in "AS IS, WHERE IS CONDITION," without warranties or representations.

c. **Expenses**: Buyer shall be responsible for paying all closing costs associated with the Property including, but not limited to, Buyer's survey costs, documentary stamp tax on the deed, recording fees, abstract or title insurance fees, and Buyer's attorneys' fees. If Buyer obtains a survey of the Property, nothing contained therein will affect the purchase price or terms of this Contract.

d. **No Brokers**: The County represents and warrants to Buyer that the County has not dealt with any real estate broker, sales person, or finder who is entitled to a commission or other compensation in connection with this transaction. Buyer represents and warrants to the County that Buyer has not dealt with any real estate broker, sales person, or finder who is entitled to a commission or other compensation in connection with this transaction.

7. **REAL ESTATE TAXES, EASEMENTS, RESTRICTIONS, AND ENCUMBRANCES**:

Buyer agrees to take title to the Property subject to any outstanding taxes, special liens or assessments including real estate taxes, if any; comprehensive land use plans, zoning, restrictions, prohibitions and other requirements imposed by governmental authority; restrictions, qualifications and matters appearing on the plat or otherwise common to the subdivision, restrictive covenants, public utility easements and all outstanding easements, reservations and other interests.

8. **CONDITION OF THE PROPERTY**: Buyer agrees to accept the Property in "AS IS, WHERE IS CONDITION." The County makes no warranties or representations whatsoever as to the condition of the Property or the improvements located thereon, or the fitness of either for any particular use or purpose.

9. **EVIDENCE OF TITLE**: Buyer may, at Buyer's expense, obtain evidence of title and determine insurability of title or waive insurable title. Buyer understands that County may only convey title by Quit Claim Deed and Buyer agrees that this will not be an objection to title. Buyer designates Manson Bolves Donaldson Varn, PA, having an address of 109 N. Brush Street, Suite 300, Tampa FL 33602 as the closing company for this Property.

10. **SURVEY**: If the Buyer chooses to obtain a survey of the Property, the Buyer agrees to provide the County with a certified copy of the survey.

11. **OPERATION OF PROPERTY DURING CONTRACT PERIOD**: Prior to closing, the County will continue to operate the Property and any business conducted on the Property in the manner operated prior to the date of the Contract and will take no action that would adversely impact the Property.

12. **RISK OF LOSS**: If substantial damage to the Property (more than \$5,000) occurs between the date of this Contract and the date of closing, the County will have the option of restoring the damaged Property to its condition immediately prior to the occurrence causing the damage, in which event, Buyer will complete the transaction as originally planned. If these repairs are not completed prior to the closing date, closing will be extended until such time

as the repairs are completed. If the County elects not to restore the damaged Property, Buyer's sole remedy will be the right to terminate this Contract by giving written notice to the County or, alternatively, to proceed to closing on the Property, as damaged, without adjustment in the purchase price. If damage to the Property is \$5,000 or less, the parties will proceed to closing as though no damage had occurred.

13. **DEFAULT**: If Buyer fails to close thirty (30) days from the effective date referenced in Paragraph 3, this Contract will terminate, and the County and Buyer will be relieved of all rights and obligations under this Contract. If the County fails to deliver the quit claim deed to Buyer within thirty (30) days from the effective date referenced in Paragraph 3, this Contract will terminate, and Buyer and the County will be relieved of all rights and obligations under this Contract. Notwithstanding the above, neither party shall be liable under this provision if the closing date is extended pursuant to Paragraph 12, Risk of Loss.

14. **ATTORNEYS' FEES AND COSTS**: In any claim or controversy arising out of or relating to this Contract, each party agrees to bear its own attorney fees and costs.

15. **EASEMENT AGREEMENT**: At closing, Buyer agrees to grant County an Easement , in the form attached hereto as Exhibit B, to access the Property after closing in order to operate the Wastewater Lift Station located on the Property in accordance with an Operating Protocol in place between the Parties.

16. **NOTICES**: All notices will be in writing and may be delivered by mail, overnight courier, or personal delivery. The parties agree to send all notices to the addresses specified in the introductory clause; and as to the County, sent to the attention of the County Administrator, and as to the Buyer, sent to the attention of the Executive Director. Notice is effective upon receipt.

17. **SUCCESSORS**: Upon execution of this Contract by Buyer, this Contract will be binding upon and inure to the benefit of Buyer, Buyer's heirs, successors, or assigns.

18. **RECORDING**: Neither this Contract nor any notice of it may be recorded in any county by any person.

19. **ASSIGNMENT**: This Contract may not be assigned by Buyer without the prior written consent of the County.

20. **TIME OF ESSENCE**: Time is of the essence in the performance of this Contract.

21. **AMENDMENTS**: This Contract contains the entire agreement and all representations of the parties. No amendment will be effective except when reduced to writing signed by all parties. Notwithstanding the foregoing, the parties acknowledge that the description of the Property is without the benefit of a current survey. The parties agree that if, in the opinion of the County, it becomes necessary to amend the description to correct errors, to more properly describe the Property, or to otherwise revise the description of the Property, the description to be used in the survey (if any) and in the closing instruments required by this Contract for

the Property will be revised by or at the direction of the County and will be subject to the final approval of the County. Anything to the contrary hereinabove notwithstanding, such a revision of the description of the Property will not require a written amendment to this Contract. In such event, the County's execution and delivery of the closing instruments containing the revised description and the Buyer's acceptance of said instruments and of the final survey (if any) containing the revised description will constitute a full and complete ratification and acceptance of the revised description of the Property by the parties.

22. **SURVIVAL**: Paragraphs 6c, 7, 10 and 14 of this Contract will survive delivery and recording of deed and possession of the Property.

23. **COUNTERPARTS AND AUTHORITY TO SIGN**: The signatures of all parties need not appear on the same counterpart. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.

24. **DOCUMENTS**: The following documents are attached and made a part of this Agreement. In the event of a conflict of contract terminology, priority will first be given to the language in the body of this Agreement: Exhibit "A" Legal Description; and Exhibit "B" Easement Agreement.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the parties have caused the Contract to be executed on the day and year set forth below.

COUNTY:
DeSoto County, a public subdivision of the State of Florida

Witness

By: _____

Name: J.C. Deriso

Printed Name

Title: Chair

Witness

Approved as to Form:

Printed Name

Donald D. Conn
County Attorney

BUYER:
Peace River Manasota Regional Water Supply Authority, a regional water supply authority and independent special district of the State of Florida

Witness

By: _____

Name: Al Maio

Printed Name

Title: Chair

Date: _____

Witness

Approved as to Form:

Printed Name

Douglas Manson
General Counsel for the Authority

Exhibit "A"
Legal Description

Legal Description Parcel

A PORTION OF THE NW1/4 OF SEC 31 MPDAF: COMM AT SW COR OF SAID SEC TH S 89D41M45S E 50.39 FT TO A POINT ON THE E R/W LI HWY 17 TH N 00D24M39S E 3578.32 FT TH S 89D34M59S E 152 FT FOR POB TH S 89D34M59S E 531.68 FT TH S 00D25M01S W 150 FT TH N 89D34M59S W 531.68 FT TH N 00D25M01S E 150 FT TO POB OR 525/503.

Remainder of this page intentionally left blank.

Exhibit "B"
Easement

[See attached 5 pages]

Remainder of this page intentionally left blank.

PREPARED BY AND AFTER RECORDING, RETURN TO:
Douglas Manson
Manson Bolves Donaldson Varn, PA
109 N. Brush St., Suite 300
Tampa, Florida 33602

INGRESS/EGRESS EASEMENT FOR WASTEWATER LIFT STATION

This INDENTURE, made this ____ day of _____, 202__, by the **Peace River/Manasota Regional Water Supply Authority, an interlocal governmental entity of the State of Florida**, whose mailing address is 9415 Town Center Parkway, Lakewood Ranch, Florida 34202, hereinafter referred to as “Grantor” to **DeSoto County, Florida**, a political subdivision of the State of Florida, whose mailing address is of 201 East Oak Street, Suite 201, Arcadia, Florida 34266, hereinafter referred to as “Grantee” (Grantee and Grantor are hereinafter referred to collectively as “Parties”).

WITNESSETH, that said Grantor, for and in consideration of ten dollars (\$10.00) and other goods and valuable considerations the receipt whereof is hereby acknowledged, and in consideration of the mutual covenants herein contained, does hereby give and grant unto **DESOTO COUNTY, FLORIDA**, herein called “Grantee”, a perpetual non-exclusive ingress/egress easement (“Easement”) over and across the following described property (“Easement Area”) in DeSoto County, Florida for the uses and with the limitations described herein:

1. **Grant of Easement:** The land affected by the grant of this Easement is located in DeSoto County, Florida on U.S. 17 near the Charlotte County line, and is more accurately described as follows:

Please see Exhibit A consisting of a legal description and sketch, a copy of which is attached hereto and by its reference made a part hereof,

For the purpose of ingress and egress over the Easement Area to operate, maintain, monitor, repair, and/or replace the Wastewater Lift Station depicted on Exhibit A. In the event Grantee’s activities damage the Easement Area, said Grantee shall repair such damage and return the Easement Area to a condition substantially similar to its previous condition.

2. **Effective Date:** The effective date of this Easement shall be the later of the dates of execution hereof by Grantor and Grantee.

3. **Termination:** In the event that Grantee abandons the Wastewater Lift Station or moves it off the Easement Area, this Easement shall terminate and Grantee shall execute and deliver to Grantor a termination of this Easement, which shall be in a form reasonably acceptable to Grantor.

4. **Notices:** All notices pertaining to or affecting this Easement shall be in writing and served in person or by certified mail, overnight or express mail services to the Parties at the following addresses: if to Grantor: Peace River Manasota Regional Water Supply Authority, Attention: Executive Director, 9415 Town Center Parkway, Lakewood Ranch, Florida 34202; if to Grantee: DeSoto County, Attention: County Administrator, 201 East Oak Street, Suite 201, Arcadia, Florida 34266.

5. **Governing Law, Venue, and Jurisdiction:** This Easement shall be construed and regulated under and by the laws of the State of Florida. The venue for any legal action authorized hereunder shall be in Sarasota County, Florida and jurisdiction shall be vested exclusively in the Circuit Court in and for the Thirteenth Judicial Circuit of the State of Florida, Sarasota County.

6. **Assignment:** This Easement shall be binding upon the Parties and their respective successors and assigns; provided, however, that neither Party shall assign this Agreement or any rights or obligations hereunder without first obtaining the prior written consent of: (1) the other Party, which consent shall not be unreasonably withheld, conditioned, or delayed; and, (2) any lenders, if required.

7. **Modifications:** This Easement may be amended only by written agreement between the Parties hereto or their heirs, assigns or successors-in-interest, which shall be filed in the public records in DeSoto County, Florida.

8. **Complete Agreement:** The written form of this Easement supersedes and controls over any and all prior agreements, understandings, representations, and statements, whether written or oral, made with regard to the matters addressed by this Easement. The terms herein contained shall bind and inure to the benefit of the Parties, its successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Easement this _____ day of _____, 202__.

(SIGNATURES ON FOLLOWING PAGE)

**Signed, sealed and delivered
in the presence of:**

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

(Signature)

(Signature)

Name: _____
(Print Name)

Name: _____
(Print Name)

Date: _____

Title: _____

Date: _____

(Signature)

Approved as to form:

Name: _____
(Print Name)

Douglas P. Manson, Esq., General
Counsel

Date: _____

ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence this ____ day of _____, 202__, by _____ as _____ of PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY, a regional water supply authority and independent special district of the State of Florida, and who is [] personally known to me or [] produced the following identification: _____.

Print Name: _____
Notary Public-State of _____
Commission Number: _____
My Commission Expires: _____

(SEAL)

**Signed, sealed and delivered
in the presence of:**

**GRANTEE:
DESOTO COUNTY, a political
subdivision of the State of Florida**

(Signature)

(Signature)

Name: _____
(Print Name)

Name: _____
(Print Name)

Date: _____

Title: _____

Date: _____

(Signature)

Approved as to form:

Name: _____
(Print Name)

Donald D. Conn, County Attorney

Date: _____

ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence this ____ day of _____, 202__, by _____ as _____ of DESOTO COUNTY, FLORIDA, a political subdivision of the State of Florida, and who is [] personally known to me or [] produced the following identification: _____.

Print Name: _____
Notary Public-State of _____
Commission Number: _____
My Commission Expires: _____

(SEAL)

EXHIBIT "A"
Legal Description of Easement Area & and Sketch of Wastewater Lift Station

A PORTION OF THE NW1/4 OF SEC 31 MPDAF: COMM AT SW COR OF SAID SEC TH S 89D41M45S E 50.39 FT TO A POINT ON THE E R/W LI HWY 17 TH N 00D24M39S E 3578.32 FT TH S 89D34M59S E 152 FT FOR POB TH S 89D34M59S E 531.68 FT TH S 00D25M01S W 150 FT TH N 89D34M59S W 531.68 FT TH N 00D25M01S E 150 FT TO POB OR 525/503.



PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
December 1, 2021

EXECUTIVE DIRECTOR'S REPORT

Presenter -

Mike Coates, Executive Director

Recommended Action -

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

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
December 1, 2021

ROUTINE STATUS REPORTS
ITEM 1

Hydrologic Conditions Report

MEMORANDUM

Project: Hydrologic Conditions Report

Date: November 16, 2021

TO: Mike Coates, Executive Director

Developed By: Samuel Stone, Land & Environmental Services Manager

This memorandum summarizes rainfall, surface water conditions, and the Authority's current water storage and supply conditions for the month of October, and the preceding 12-month period.

Rainfall Conditions & Projections

Rainfall in the Peace River Basin for the past 12-months totaled 49.2 inches, 4.6-inches below the historical level of 55.3 inches. This data covers the 12-months through October 31, 2021 (see Table 1). Rainfall for the month of October 2021 totaled 1.6 inches resulting in a level of 1.5 inches below the historical average rainfall of 3.1 inches.

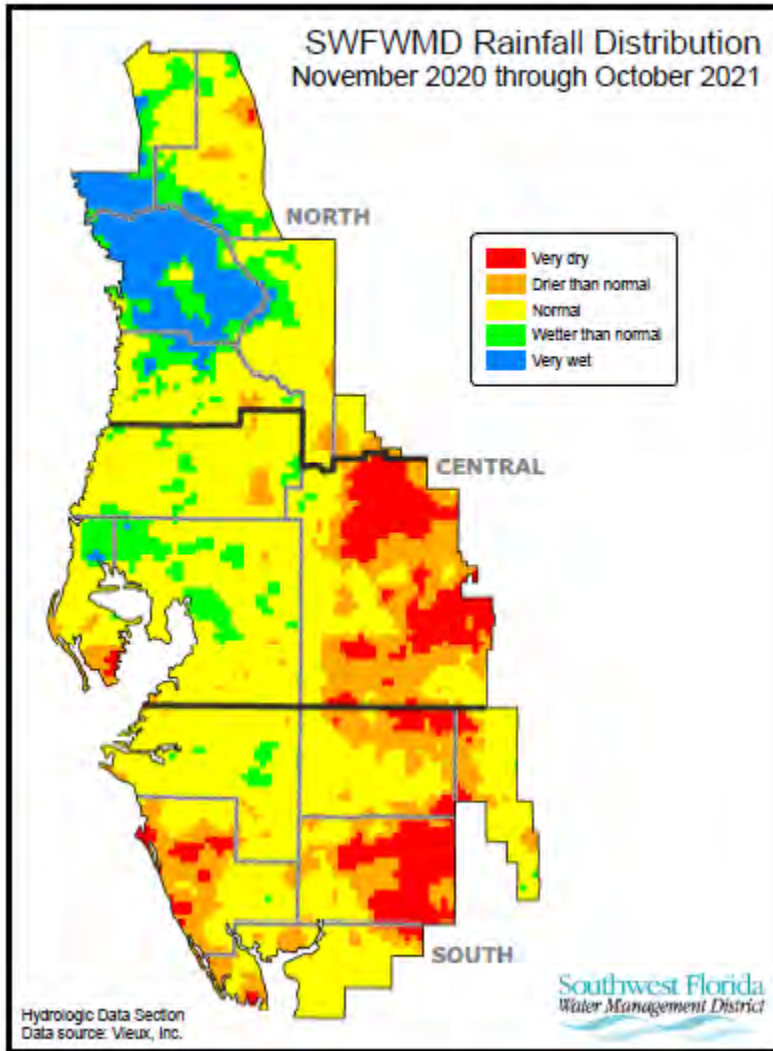
Region-wide rainfall conditions reported by SWFWMD for the 12-month period ending October , 2021 are shown in Figure 1 (this map is the most up-to-date map available). Data shown for the Authority's 4-county service area on Figure 1 indicates normal rainfall conditions towards the northern service area (Manatee County) with dry conditions along the southwest coastal region. The inland Peace River Basin indicates mostly very dry to drier than normal conditions, over the last 12 months.

Projections for the next three months (November - January) from NOAA shows a moderate probability of temperatures to be above-normal with a moderate probability of below-normal rainfall for southwest Florida. The NOAA extended forecast shows that La Nina conditions have developed now, a high probability of La Nina conditions will exist during December - February and suggests that conditions will continue to persist through the Spring. La Nina conditions in the winter typically brings warmer temperature conditions and drier rainfall conditions to the Florida Peninsula.

Table 1 (Peace River Basin Rainfall - Inches)

Month	Oct-20	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	12 Mo Total
Historical Avg Rainfall	3.1	1.7	1.9	2.2	2.5	2.9	2.5	4.0	8.4	8.1	7.7	7.3	3.1	55.3
Actual Rainfall	3.2	2.9	2.3	0.3	3.6	0.5	3.7	0.6	7.0	9.4	6.3	7.8	1.6	49.2
Diff. Historical vs Actual	0.0	1.2	0.4	-1.9	1.2	-2.4	1.1	-3.3	-1.4	1.3	-1.4	0.5	-1.5	-4.6

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 “Peace River at Fort Meade” and one in the lower portion “Peace River at Arcadia” are shown in Figure 2, and flow conditions at these gages are discussed below:

Flow at Fort Meade gage (see Figure 3) and flow at Arcadia gage (see Figure 4), both locations are below the seasonal historical average for the month of October 2021. Flow at Arcadia gage (about 15 miles upstream of the Authority’s intake) is one of the gages used to calculate daily river water the Authority can withdraw.

Figure 2 (Peace River Basin showing selected gage locations)

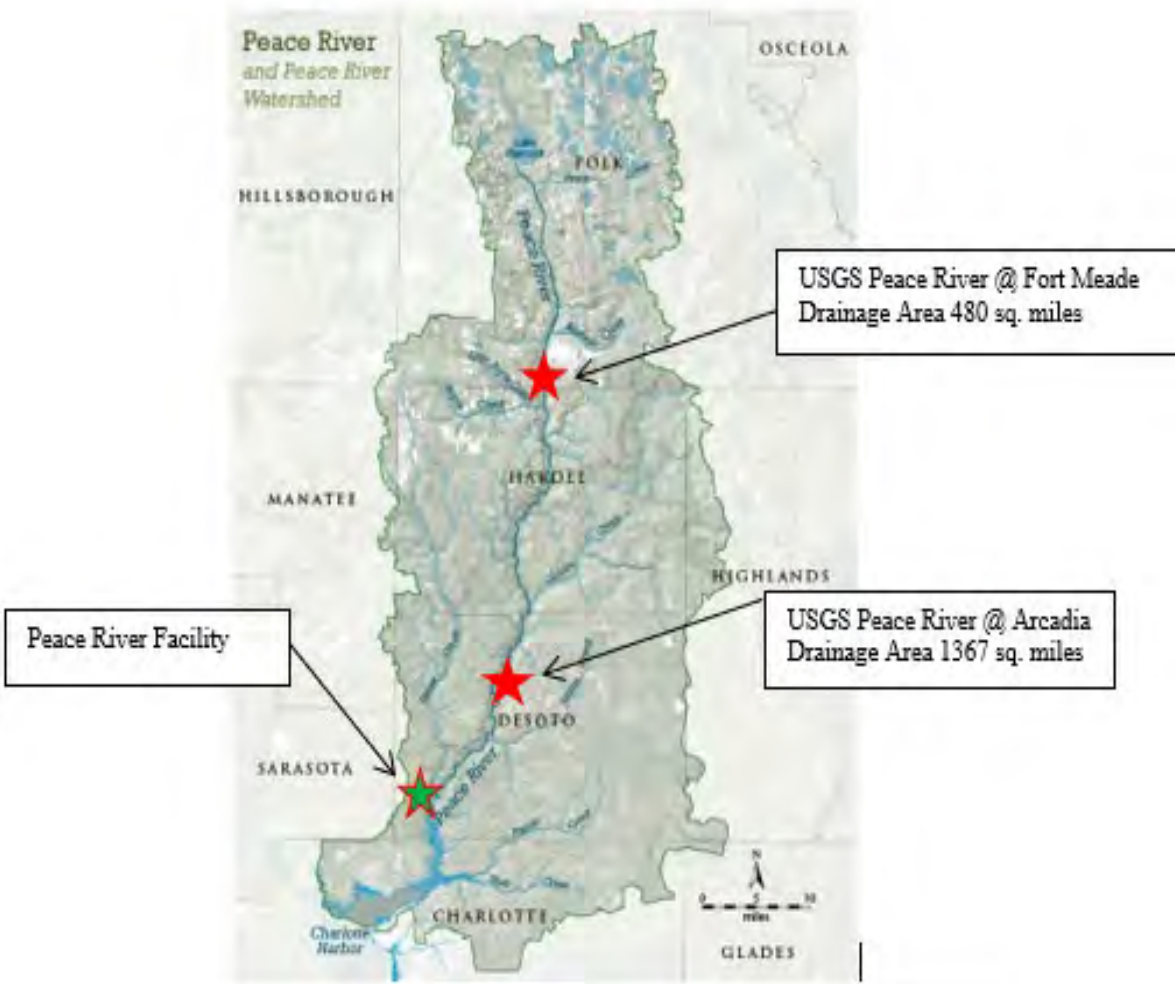


Figure 3 (Peace River Flow @ Fort Meade)

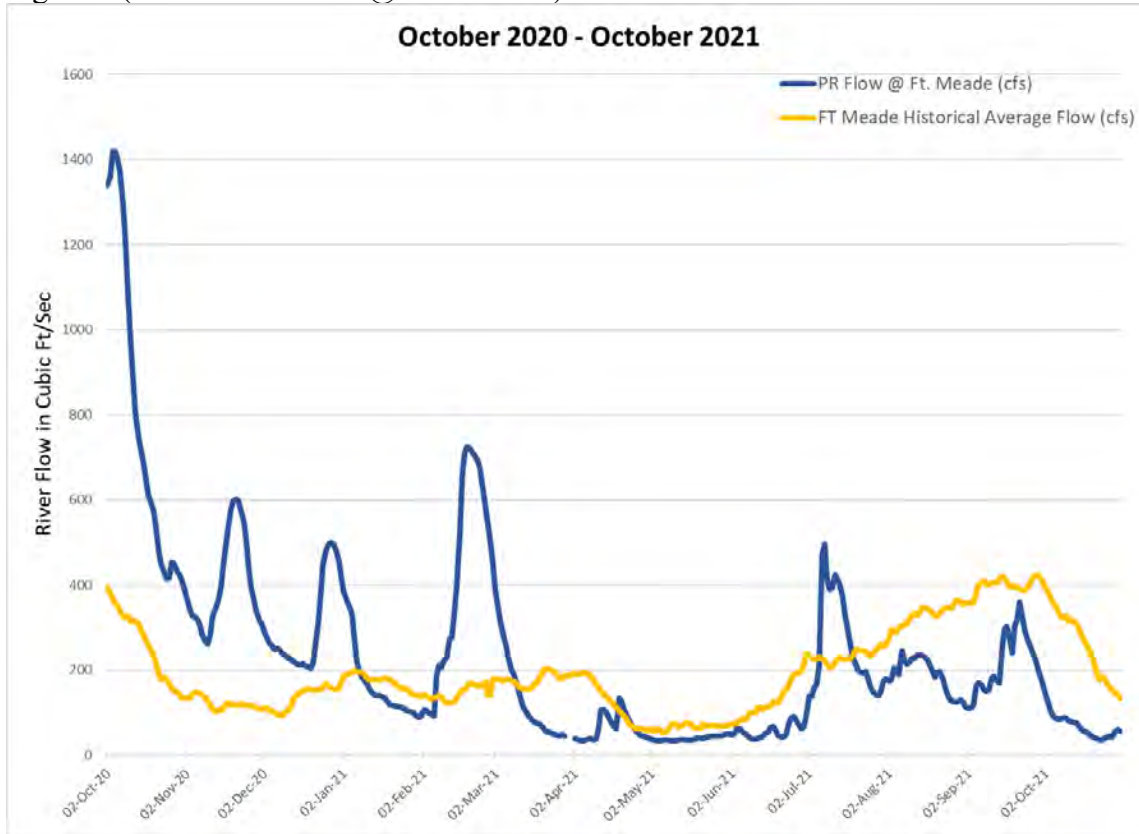
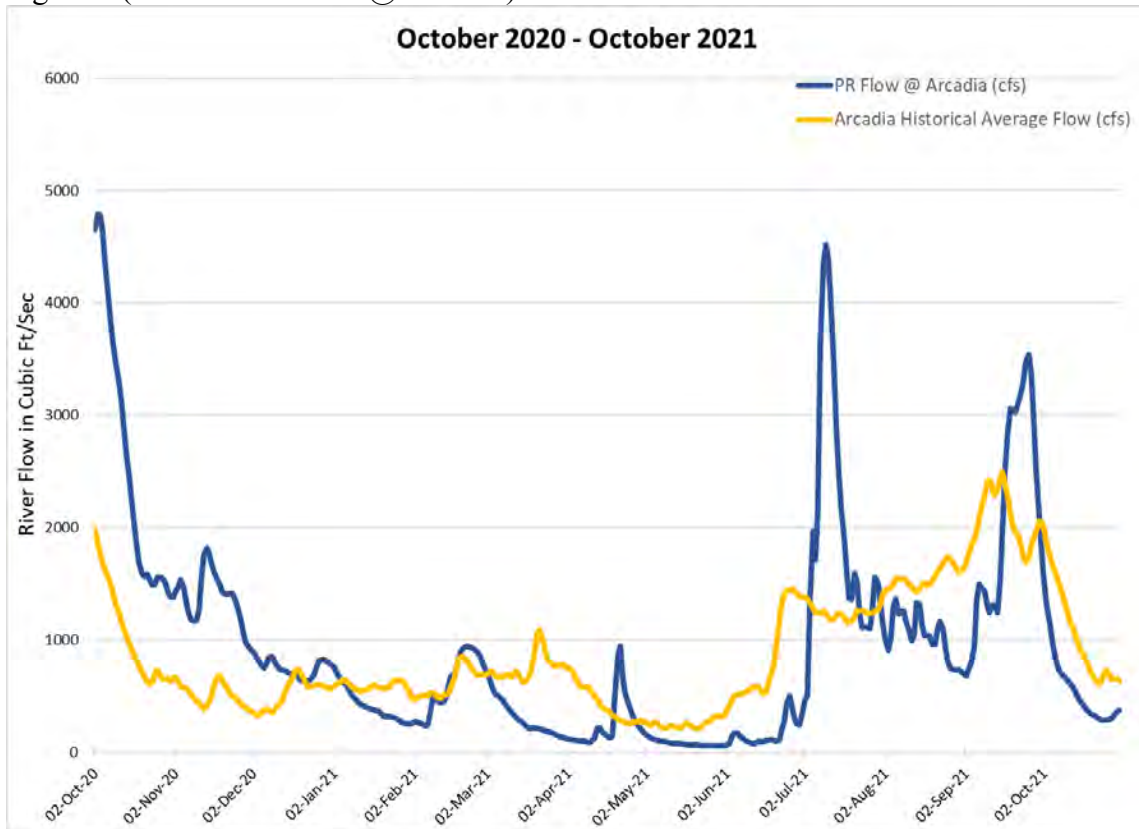


Figure 4 (Peace River Flow @ Arcadia)



River Withdrawals, Finished Water Production & Demand (Aug 2020-Aug 2021)

Fig 5 shows river withdrawals by the PRF. Expected low river withdrawals occurred from the Peace River during May and June due to low rainfall and resulting low river flows. River flow improved in July as expected. Withdrawals for October 2021 continued with an average of 37.6 MGD, however lower than October 2020 at a rate of 42.5 MGD.

Figure 5 (PR Facility Withdrawals from Peace River)

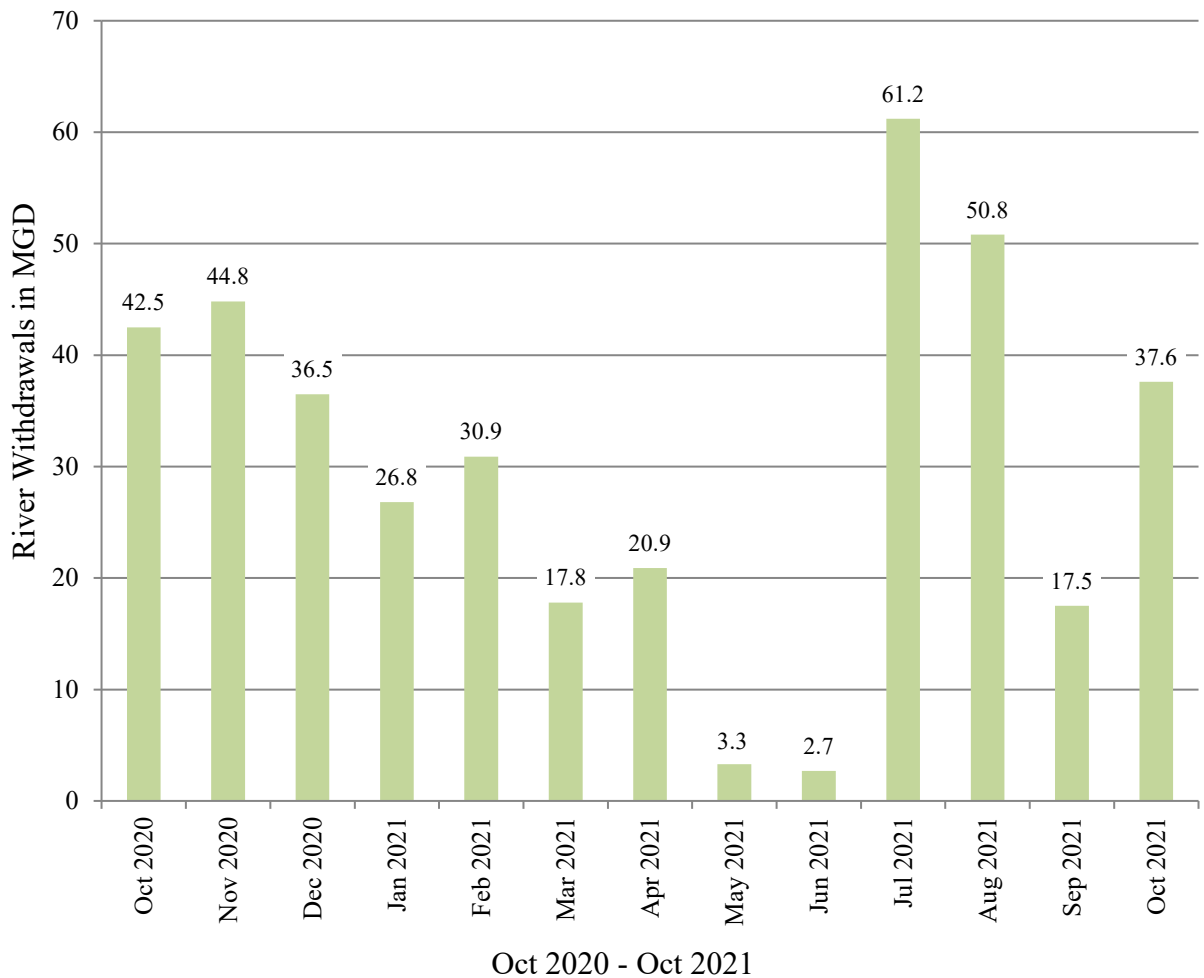
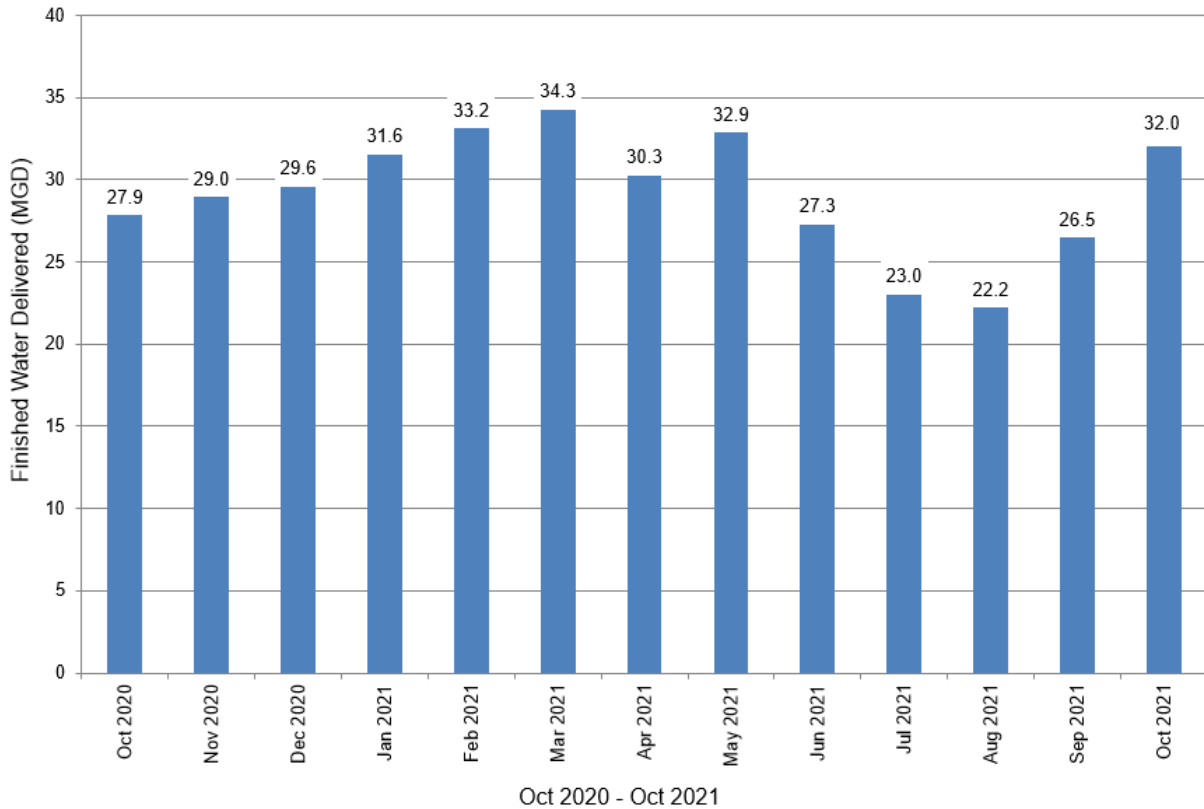


Figure 6 shows monthly finished water deliveries to Customers for the 13-month period ending October 2021. Finished water delivery to Customers during October 2021 averaged 32.0 MGD. This is about 4.1 MGD higher than deliveries in October 2020. This increase in public demand is primarily due to maintenance occurring by Customers at other treatment facilities, less rainfall and the increased arrival of northern residents.

The routine exchange of water with the City of Punta Gorda is ongoing – with deliveries from the Region to the City south through the Phase 1 Pipeline on US 17 and return of flow from the City

to the region north through the Phase 1A Pipeline. The exchange of water through regional pipelines maintains these facilities in a “ready-to-serve” condition at all times.

Figure 6 (Peace River Facility Deliveries to Customers)



Stored Supplies at the PRF

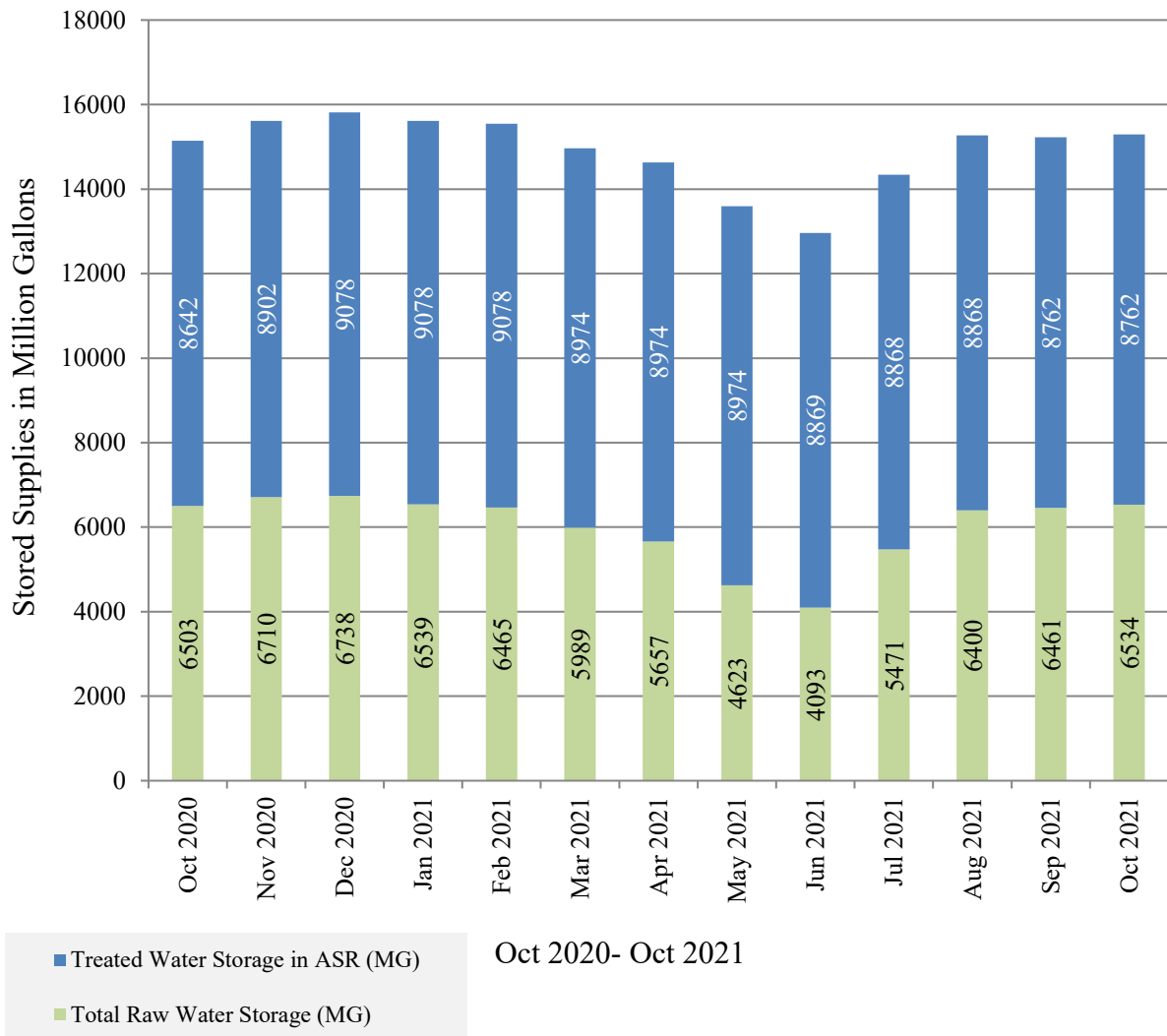
The Authority maintains two large capacity off-stream storage systems at the PRF. The primary storage is raw river water stored in Reservoir No. 1 and No. 2. When flow in the River is high enough, a small percentage of that flow is harvested at the Authority’s river intake pumping facility on the Peace River and stored in Reservoirs 1 and 2. This storage is expected to decline in stored water levels during March- June and is designed to be completely refilled each wet season. Total annual raw-water storage capacity is expected to vary with changes in seasonal rainfall and resulting river flows. During the hurricane season the permitted total raw water storage capacity is 6.5 billion gallons (BG). Outside of hurricane season, additional water can be safely stored to a level of 6.8 BG. **Actual raw water stored as of October 2021 totaled about 6.5 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 during the wet season as excess treatment capacity and hydrologic conditions allow. The ASR system is recharged with fully treated drinking water produced by the water treatment facility. Water recovered from ASR during the dry season 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. The ASR system is currently in storage – which means water is neither being injected nor recovered from storage in ASR. **Treated water stored in ASR as of October 2021 totaled 8.7 BG.**

Stored raw water supplies (combined storage in Reservoir No. 1 and No. 2) and stored water in the ASR system for the past year are shown in Figure 7. **The total water in storage as of October 2021 was about 15.3 BG.** This is about 0.1 BG higher than total storage in October 2020.

Figure 7 (Stored Water Supplies)



***PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
December 1, 2021***

**ROUTINE STATUS REPORTS
ITEM 2**

Check Registers for September and October 2021

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
CHECK REGISTER: SEPTEMBER & OCTOBER 2021**

PUBLIC FUNDS INTEREST CHECKING (PNC)

Date	Document Number	Payee Name / Description	Amount
09/09/2021		QuickBooks Payroll Service	\$ 97,771.43
09/10/2021	39237	AMAZON	\$ 1,317.35
09/10/2021	39238	AWWA	\$ 1,354.00
09/10/2021	39239	DESOTO AUTOMOTIVE ENTERPRISES INC	\$ 1,664.19
09/10/2021	39240	DMS-FINANCIAL MGMT SERVICES	\$ 443.21
09/10/2021	39241	FLORIDA DEPARTMENT OF STATE	\$ 16.80
09/10/2021	39242	FLORIDA POWER & LIGHT COMPANY	\$ 143,892.29
09/10/2021	39243	FLORIDA TECHNICAL PRODUCTS INC	\$ 3,233.25
09/10/2021	39244	GRAINGER	\$ 482.22
09/10/2021	39245	HOME DEPOT	\$ 506.52
09/10/2021	39246	Manatee County Utilities Department	\$ 233.18
09/10/2021	39247	NaturZone Pest Control	\$ 76.00
09/10/2021	39248	SAM'S CLUB	\$ 142.12
09/10/2021	39249	SARASOTA TROPHY & AWARDS INC	\$ 2,400.00
09/10/2021	39250	SHERIFF OF MANATEE COUNTY	\$ 5.00
09/10/2021	39251	TEST GAUGE INC	\$ 1,417.09
09/10/2021	39252	THE SUN	\$ 224.51
09/10/2021	39253	Waste Pro Bradenton/Sarasota	\$ 190.00
09/10/2021	ACH4072	1& Done Handyman LLC	\$ 322.64
09/10/2021	ACH4073	A2LA	\$ 2,853.00
09/10/2021	ACH4074	Advanced Overhead Systems	\$ 2,190.00
09/10/2021	ACH4075	ALLIED ELECTRONICS INC	\$ 1,048.04
09/10/2021	ACH4076	BATTERIES PLUS BULBS #451	\$ 1,103.88
09/10/2021	ACH4077	BENCHMARK ENVIROANALYTICAL INC	\$ 92.00
09/10/2021	ACH4078	Bird Barrier America Inc	\$ 1,929.43
09/10/2021	ACH4079	BLACK & VEATCH	\$ 20,584.93
09/10/2021	ACH4080	BLUSITE SOLUTIONS OF SOUTHWEST FLORIDA	\$ 343.48
09/10/2021	ACH4081	C & S CHEMICALS INC	\$ 45,012.48
09/10/2021	ACH4082	CarbPure Technologies LLC	\$ 23,779.00
09/10/2021	ACH4083	CED - Port Charlotte	\$ 120.12
09/10/2021	ACH4084	CENTURYLINK	\$ 358.65
09/10/2021	ACH4085	CHARLOTTE COUNTY BD OF COMMISSIONER	\$ 106,187.82
09/10/2021	ACH4086	CHARLOTTE COUNTY UTILITIES	\$ 164,694.84
09/10/2021	ACH4087	CINTAS	\$ 369.46
09/10/2021	ACH4088	CINTAS FIRE 636525	\$ 450.00
09/10/2021	ACH4089	COLE-PARMER INSTRUMENT CO	\$ 40.91
09/10/2021	ACH4090	DESOTO COUNTY (V)	\$ 66,333.33
09/10/2021	ACH4091	Entech	\$ 5,882.70
09/10/2021	ACH4092	Environmental Science Associates	\$ 2,500.00
09/10/2021	ACH4093	FEL-FT MYERS WATERWORKS	\$ 315.75
09/10/2021	ACH4094	Fisher Scientific	\$ 1,203.42
09/10/2021	ACH4095	FLUID CONTROL SPECIALTIES INC	\$ 398.00
09/10/2021	ACH4096	Hach Company	\$ 4,652.27
09/10/2021	ACH4097	HDR ENGINEERING INC	\$ 106,701.40
09/10/2021	ACH4098	Heat Busters Air Conditioning & Heating	\$ 289.00
09/10/2021	ACH4099	KEETON'S OFFICE & ART SUPPLY	\$ 1,882.25
09/10/2021	ACH4100	KIMLEY-HORN AND ASSOCIATES INC	\$ 19,562.00
09/10/2021	ACH4101	MSC INDUSTRIAL SUPPLY CO	\$ 873.02
09/10/2021	ACH4102	Natural Resources LLC	\$ 200,945.65
09/10/2021	ACH4103	Precision Gate & Security Inc	\$ 6,290.50
09/10/2021	ACH4104	PRO-CHEM INC	\$ 383.44
09/10/2021	ACH4105	REXEL USA Inc	\$ 556.15
09/10/2021	ACH4106	ROGERS PETROLEUM INC	\$ 4,655.62
09/10/2021	ACH4107	Ryan Herco Flow Solutions	\$ 10,847.58
09/10/2021	ACH4108	SARASOTA HERALD TRIBUNE	\$ 341.00
09/10/2021	ACH4109	SOLARES CONTROLS	\$ 2,212.84
09/10/2021	ACH4110	STANTEC CONSULTING SERVICES	\$ 3,106.31
09/10/2021	ACH4111	UNIVAR SOLUTIONS USA INC	\$ 4,165.29
09/10/2021	ACH4112	UPS	\$ 52.42
09/10/2021	ADBT091021	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 444.75

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
CHECK REGISTER: SEPTEMBER & OCOTBER 2021**

PUBLIC FUNDS INTEREST CHECKING (PNC)

Date	Document Number	Payee Name / Description	Amount
09/10/2021	DBT091021	United States Treasury	\$ 32,616.88
09/10/2021	DBT91021	Valic	\$ 8,134.95
09/22/2021	ADBT092421	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 444.75
09/22/2021	DBT09242021	Valic	\$ 8,272.71
09/23/2021		QuickBooks Payroll Service	\$ 100,131.48
09/24/2021	39254	Braden River Utilities LLC	\$ 69.32
09/24/2021	39255	D M CONSTRUCTION CORP	\$ 8,996.74
09/24/2021	39256	DESOTO AUTOMOTIVE ENTERPRISES INC	\$ 801.90
09/24/2021	39257	DEX IMAGING	\$ 1,449.01
09/24/2021	39258	DMS-FINANCIAL MGMT SERVICES	\$ 443.51
09/24/2021	39259	Florida Sign Company Inc	\$ 1,920.00
09/24/2021	39260	GRAINGER	\$ 1,080.91
09/24/2021	39261	HOME DEPOT	\$ 541.40
09/24/2021	39262	SOLINST CANADA LTD	\$ 402.73
09/24/2021	39263	THE SUN	\$ 125.84
09/24/2021	39264	TIRE KINGDOM	\$ 277.32
09/24/2021	39265	U.S. BANK EQUIPMENT FINANCE	\$ 1,052.67
09/24/2021	39266	Under Pressure Washing LLC	\$ 1,795.00
09/24/2021	39267	VERIZON WIRELESS	\$ 72.14
09/24/2021	39268	WOMACK SANITATION INC	\$ 298.00
09/24/2021	ACH4113	AIRGAS USA LLC	\$ 150.05
09/24/2021	ACH4114	ALLIANCE FIRE & SAFETY	\$ 381.50
09/24/2021	ACH4115	ALLIED UNIVERSAL CORP	\$ 10,143.92
09/24/2021	ACH4116	ASRUS LLC	\$ 7,725.00
09/24/2021	ACH4117	BEAMEX INC	\$ 3,960.00
09/24/2021	ACH4118	BENCHMARK ENVIROANALYTICAL INC	\$ 1,105.10
09/24/2021	ACH4119	BLACK & VEATCH	\$ 27,789.12
09/24/2021	ACH4120	BLUSITE SOLUTIONS OF SOUTHWEST FLORIDA	\$ 343.48
09/24/2021	ACH4121	C & S CHEMICALS INC	\$ 42,933.73
09/24/2021	ACH4122	CarbPure Technologies LLC	\$ 23,810.60
09/24/2021	ACH4123	CED - Port Charlotte	\$ 4,629.62
09/24/2021	ACH4124	CenturyLink-6358	\$ 1,642.78
09/24/2021	ACH4125	Centurylink 3363	\$ 140.49
09/24/2021	ACH4126	CHARLOTTE COUNTY BCC - LANDFILL	\$ 3,726.40
09/24/2021	ACH4127	CINTAS FIRE 636525	\$ 494.00
09/24/2021	ACH4128	CORONADO LAWN SERVICE OF FL	\$ 6,265.00
09/24/2021	ACH4129	E.F. GAINES SURVEYING SERVICES, INC	\$ 7,960.00
09/24/2021	ACH4130	EARTH BALANCE	\$ 3,211.00
09/24/2021	ACH4131	ENVIRONMENTAL PR GROUP	\$ 2,350.00
09/24/2021	ACH4132	Environmental Science Associates	\$ 3,600.00
09/24/2021	ACH4133	FEL-FT MYERS WATERWORKS	\$ 31.12
09/24/2021	ACH4134	Fisher Scientific	\$ 2,858.73
09/24/2021	ACH4135	Five Star Painting	\$ 2,950.00
09/24/2021	ACH4136	FLUID CONTROL SPECIALTIES INC	\$ 6,213.46
09/24/2021	ACH4137	FRONTIER COMMUNICATIONS	\$ 240.98
09/24/2021	ACH4138	Hach Company	\$ 2,799.39
09/24/2021	ACH4139	HDR ENGINEERING INC	\$ 63,620.81
09/24/2021	ACH4140	HVMI LLC	\$ 44,955.24
09/24/2021	ACH4141	J H HAM ENGINEERING INC	\$ 29,979.68
09/24/2021	ACH4143	JAN-PRO CLEANING SYSTEMS OF SW FLORIDA	\$ 595.00
09/24/2021	ACH4144	JAN-PRO OF MANASOTA	\$ 101.50
09/24/2021	ACH4142	JANICKI ENVIRONMENTAL INC	\$ 50,992.00
09/24/2021	ACH4145	JOHNSON ENGINEERING INC	\$ 300.00
09/24/2021	ACH4146	KEETON'S OFFICE & ART SUPPLY	\$ 1,259.77
09/24/2021	ACH4147	KIMLEY-HORN AND ASSOCIATES INC	\$ 35,008.00
09/24/2021	ACH4148	KING ENGINEERING ASSOCIATES INC	\$ 18,271.32
09/24/2021	ACH4149	KONE Inc	\$ 1,836.12
09/24/2021	ACH4150	MANSON BOLVES DONALDSON VARN	\$ 14,690.00
09/24/2021	ACH4151	Navitas Credit Corp	\$ 211.58
09/24/2021	ACH4152	Pitney Bowes- Lease	\$ 209.85

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
CHECK REGISTER: SEPTEMBER & OCOTBER 2021**

PUBLIC FUNDS INTEREST CHECKING (PNC)

Date	Document Number	Payee Name / Description	Amount
09/24/2021	ACH4153	PRESTI & NAEGELE	\$ 2,344.00
09/24/2021	ACH4154	PROGRESSIVE WATER RESOURCES LLC	\$ 810.00
09/24/2021	ACH4155	REXEL USA Inc	\$ 3,248.39
09/24/2021	ACH4156	SUNSHINE ACE HARDWARE	\$ 116.72
09/24/2021	ACH4157	SUNSHINE STATE ONE CALL OF FL INC	\$ 57.98
09/24/2021	ACH4158	TAMPA ARMATURE WORKS INC	\$ 2,411.60
09/24/2021	ACH4159	THERMO ELECTRON NORTH AMERICA LLC	\$ 1,082.00
09/24/2021	ACH4160	TRANSCAT INC	\$ 915.49
09/24/2021	ACH4161	UNIVAR SOLUTIONS USA INC	\$ 25,155.15
09/24/2021	ACH4162	UPS	\$ 16.20
09/24/2021	ACH4163	USA Bluebook	\$ 953.83
09/24/2021	ACH4164	VOYAGER FLEET SYSTEMS INC	\$ 3,735.21
09/24/2021	ACH4165	Wade Trim INC	\$ 41,210.45
09/24/2021	DBT092421	United States Treasury	\$ 33,745.68
09/25/2021	ACH08312021	PNC Bank	\$ 8,326.88
09/28/2021	DBT092821	FLORIDA DIVISION OF RETIREMENT	\$ 44,793.92
10/07/2021		QuickBooks Payroll Service	\$ 97,082.42
10/08/2021	39269	AMAZON	\$ 3,224.04
10/08/2021	39270	BILL'S BOTTLED WATER SERVICE	\$ 32.25
10/08/2021	39271	DESOTO AUTOMOTIVE ENTERPRISES INC	\$ 2,105.03
10/08/2021	39272	Florida Assoc for Water Quality Control	\$ 1,200.00
10/08/2021	39273	FLORIDA POWER & LIGHT COMPANY	\$ 140,911.43
10/08/2021	39274	Manatee County Utilities Department	\$ 231.71
10/08/2021	39275	QUALITY STARTER & ALT SER INC	\$ 238.88
10/08/2021	39276	TEST GAUGE INC	\$ 224.65
10/08/2021	39277	UNITED STATES GEOLOGICAL SURVEY	\$ 8,265.00
10/08/2021	39278	VERIZON WIRELESS	\$ 19.75
10/08/2021	ACH4166	1& Done Handyman LLC	\$ 400.00
10/08/2021	ACH4167	Adobe Systems Inc	\$ 270.96
10/08/2021	ACH4168	Agilent Technologies Inc	\$ 1,673.90
10/08/2021	ACH4169	Air Mechanical & Service Corp	\$ 1,184.73
10/08/2021	ACH4170	AIRGAS SPECIALTY PRODUCTS	\$ 3,127.87
10/08/2021	ACH4171	ALLIED ELECTRONICS INC	\$ 764.00
10/08/2021	ACH4172	ALLIED UNIVERSAL CORP	\$ 12,753.32
10/08/2021	ACH4173	BENCHMARK ENVIROANALYTICAL INC	\$ 420.00
10/08/2021	ACH4174	BLACK & VEATCH	\$ 9,698.78
10/08/2021	ACH4175	C & S CHEMICALS INC	\$ 73,137.27
10/08/2021	ACH4176	CarbPure Technologies LLC	\$ 71,842.60
10/08/2021	ACH4177	CED - Port Charlotte	\$ 2,048.30
10/08/2021	ACH4178	CENTURYLINK	\$ 358.65
10/08/2021	ACH4179	CHARLOTTE COUNTY BD OF COMMISSIONER	\$ 108,018.83
10/08/2021	ACH4180	CHENANGO SUPPLY CO., INC.	\$ 737.28
10/08/2021	ACH4181	CINTAS	\$ 273.19
10/08/2021	ACH4182	Environmental Science Associates	\$ 2,850.00
10/08/2021	ACH4183	FEL-FT MYERS WATERWORKS	\$ 173.84
10/08/2021	ACH4184	G-TEC Equipment Services	\$ 1,265.00
10/08/2021	ACH4185	George Pennell (V)	\$ 50.00
10/08/2021	ACH4186	Hach Company	\$ 563.45
10/08/2021	ACH4187	HAZEN AND SAWYER	\$ 29,976.71
10/08/2021	ACH4188	Hostetler Irrigation Inc	\$ 253.53
10/08/2021	ACH4189	KEETON'S OFFICE & ART SUPPLY	\$ 875.20
10/08/2021	ACH4190	M&M CONTRACTORS INC	\$ 4,897.60
10/08/2021	ACH4191	MSC INDUSTRIAL SUPPLY CO	\$ 2,562.51
10/08/2021	ACH4192	OVIVO USA LLC	\$ 231,500.70
10/08/2021	ACH4193	Poole & Kent Company of Florida	\$ 347,909.43
10/08/2021	ACH4194	PROGRESSIVE WATER RESOURCES LLC	\$ 8,816.00
10/08/2021	ACH4195	REXEL USA Inc	\$ 1,108.57
10/08/2021	ACH4196	SARASOTA HERALD TRIBUNE	\$ 220.00
10/08/2021	ACH4197	STANTEC CONSULTING SERVICES	\$ 7,695.00
10/08/2021	ACH4198	THE BANK OF NEW YORK MELLON	\$ 500.00

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
CHECK REGISTER: SEPTEMBER & OCOTBER 2021**

PUBLIC FUNDS INTEREST CHECKING (PNC)

Date	Document Number	Payee Name / Description	Amount
10/08/2021	ACH4199	TRINOVA INC.	\$ 4,985.00
10/08/2021	ACH4200	UNIVAR SOLUTIONS USA INC	\$ 20,959.02
10/08/2021	ACH4201	UPS	\$ 23.15
10/08/2021	ACH4202	USA Bluebook	\$ 632.70
10/08/2021	ADBT100821	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 444.75
10/08/2021	DBT100821	United States Treasury	\$ 31,500.70
10/08/2021	DBT1082021	Valic	\$ 8,132.93
10/21/2021		QuickBooks Payroll Service	\$ 98,608.46
10/21/2021		QuickBooks Payroll Service	\$ 62,366.07
10/22/2021	39279	Apple Video & Photography Studio	\$ 1,495.00
10/22/2021	39280	AWWA	\$ 504.00
10/22/2021	39281	BILL'S BOTTLED WATER SERVICE	\$ 21.75
10/22/2021	39282	Braden River Utilities LLC	\$ 87.20
10/22/2021	39283	CITY OF NORTH PORT	\$ 604,259.00
10/22/2021	39284	D M CONSTRUCTION CORP	\$ 10,233.88
10/22/2021	39285	DESOTO AUTOMOTIVE ENTERPRISES INC	\$ 826.40
10/22/2021	39286	DESOTO COUNTY (V)	\$ 75.00
10/22/2021	39287	DEX IMAGING	\$ 8.00
10/22/2021	39288	DOLPHIN TRANSPORTATION SPECIALISTS	\$ 682.59
10/22/2021	39289	FLORIDA DEPT OF ECONOMIC OPPORTUNIT	\$ 175.00
10/22/2021	39290	KED GROUP INC	\$ 11,776.00
10/22/2021	39291	Locher Environmental LLC	\$ 1,880.00
10/22/2021	39292	NaturZone Pest Control	\$ 79.80
10/22/2021	39293	PETTY CASH	\$ 20.00
10/22/2021	39294	PETTY CASH - ADMIN	\$ 61.34
10/22/2021	39295	PREFERRED GOVERNMENT INSURANCE TRUS	\$ 14,657.50
10/22/2021	39296	SARASOTA COUNTY ENVIRONMENTAL UTILITIES	\$ 8,596.38
10/22/2021	39297	SARASOTA COUNTY UTILITIES	\$ 889,142.00
10/22/2021	39298	Sewer Viewer Inc	\$ 2,500.00
10/22/2021	39299	SMITH RANCH & GARDEN INC	\$ 759.50
10/22/2021	39300	SOLINST CANADA LTD	\$ 950.75
10/22/2021	39301	U.S. BANK EQUIPMENT FINANCE	\$ 1,052.67
10/22/2021	39302	U.S. TENT RENTAL INC.	\$ -
10/22/2021	39303	VERIZON WIRELESS	\$ 93.60
10/22/2021	39304	VOLUNTARY EXTRA DUTY ACCOUNT	\$ 351.00
10/22/2021	39305	Waste Pro Bradenton/Sarasota	\$ 190.00
10/22/2021	39306	WOMACK SANITATION INC	\$ 1,202.00
10/22/2021	ACH4203	1& Done Handyman LLC	\$ 874.69
10/22/2021	ACH4204	Advanced Overhead Systems	\$ 3,670.00
10/22/2021	ACH4205	Air Mechanical & Service Corp	\$ 156.00
10/22/2021	ACH4206	AIRGAS SPECIALTY PRODUCTS	\$ 3,110.89
10/22/2021	ACH4207	AIRGAS USA LLC	\$ 158.50
10/22/2021	ACH4208	Alan Jay Automotive Management Inc	\$ 25,307.00
10/22/2021	ACH4209	ALLIED UNIVERSAL CORP	\$ 13,788.43
10/22/2021	ACH4210	ATIS Elevator Inspections, LLC	\$ 395.00
10/22/2021	ACH4211	BATTERIES PLUS BULBS #451	\$ 51.80
10/22/2021	ACH4212	BENCHMARK ENVIROANALYTICAL INC	\$ 2,089.00
10/22/2021	ACH4213	BLACK & VEATCH	\$ 22,557.44
10/22/2021	ACH4214	C & S CHEMICALS INC	\$ 45,135.01
10/22/2021	ACH4215	CarbPure Technologies LLC	\$ 48,284.80
10/22/2021	ACH4216	CAROLLO ENGINEERS INC	\$ 43,922.00
10/22/2021	ACH4217	CEC Controls Company Inc.	\$ 9,020.00
10/22/2021	ACH4218	CED - Port Charlotte	\$ 8,908.14
10/22/2021	ACH4219	Centurylink 3363	\$ 139.63
10/22/2021	ACH4220	CHARLOTTE COUNTY BCC - LANDFILL	\$ 4,238.80
10/22/2021	ACH4221	CHARLOTTE COUNTY UTILITIES	\$ 331,842.00
10/22/2021	ACH4222	Commercial Fire & Communications	\$ 392.50
10/22/2021	ACH4223	CORONADO LAWN SERVICE OF FL	\$ 7,502.50
10/22/2021	ACH4224	Daniel J Roberts (V)	\$ 301.12
10/22/2021	ACH4225	DESOTO COUNTY (V)	\$ 100,115.33

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
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PUBLIC FUNDS INTEREST CHECKING (PNC)

Date	Document Number	Payee Name / Description	Amount
10/22/2021	ACH4226	DONALDSON COMPANY INC	\$ 2,684.40
10/22/2021	ACH4227	DSS Services LLC	\$ 240.00
10/22/2021	ACH4228	EARTH BALANCE	\$ 4,825.75
10/22/2021	ACH4229	Entech	\$ 5,882.70
10/22/2021	ACH4230	ENVIRONMENTAL EXPRESS INC.	\$ 566.46
10/22/2021	ACH4231	Environmental Science Associates	\$ 1,965.00
10/22/2021	ACH4232	Environmental Systems Research Institute	\$ 2,631.34
10/22/2021	ACH4233	FEL-FT MYERS WATERWORKS	\$ 18.50
10/22/2021	ACH4234	Fisher Scientific	\$ 4,126.82
10/22/2021	ACH4235	FLUID CONTROL SPECIALTIES INC	\$ 846.00
10/22/2021	ACH4236	FRONTIER COMMUNICATIONS	\$ 240.98
10/22/2021	ACH4237	G-TEC Equipment Services	\$ 2,488.16
10/22/2021	ACH4238	Hach Company	\$ 3,565.72
10/22/2021	ACH4239	HDR ENGINEERING INC	\$ 115,264.27
10/22/2021	ACH4240	HVMI LLC	\$ 29,669.85
10/22/2021	ACH4241	J H HAM ENGINEERING INC	\$ 72,435.59
10/22/2021	ACH4242	JAN-PRO CLEANING SYSTEMS OF SW FLORIDA	\$ 595.00
10/22/2021	ACH4243	JAN-PRO OF MANASOTA	\$ 249.00
10/22/2021	ACH4244	JANICKI ENVIRONMENTAL INC	\$ 31,889.00
10/22/2021	ACH4245	JOHNSON ENGINEERING INC	\$ 2,700.00
10/22/2021	ACH4246	KEETON'S OFFICE & ART SUPPLY	\$ 1,028.11
10/22/2021	ACH4247	KIMLEY-HORN AND ASSOCIATES INC	\$ 33,037.00
10/22/2021	ACH4248	KING ENGINEERING ASSOCIATES INC	\$ 21,521.18
10/22/2021	ACH4249	Marisol Garcia (V)	\$ 1,390.50
10/22/2021	ACH4250	MOCK ENGINEERING INC	\$ 1,024.00
10/22/2021	ACH4251	MSC INDUSTRIAL SUPPLY CO	\$ 3,033.46
10/22/2021	ACH4252	Natural Resources LLC	\$ 8,316.77
10/22/2021	ACH4253	Navitas Credit Corp	\$ 211.58
10/22/2021	ACH4254	NOV Process & Flow Technologies US	\$ 24,898.00
10/22/2021	ACH4255	Palm Printing	\$ 339.00
10/22/2021	ACH4256	Poole & Kent Company of Florida	\$ 190,550.39
10/22/2021	ACH4257	PRO-CHEM INC	\$ 341.80
10/22/2021	ACH4258	PROGRESSIVE WATER RESOURCES LLC	\$ 16,457.49
10/22/2021	ACH4259	PUBLIC RISK INSURANCE AGENCY	\$ 141,241.46
10/22/2021	ACH4260	PURVIS GRAY & COMPANY	\$ 5,800.00
10/22/2021	ACH4261	REXEL USA Inc	\$ 642.18
10/22/2021	ACH4262	SOUTHERN TANK AND PUMP	\$ 914.50
10/22/2021	ACH4263	STANTEC CONSULTING SERVICES	\$ 55,645.07
10/22/2021	ACH4264	SUNSHINE ACE HARDWARE	\$ 159.99
10/22/2021	ACH4265	SUNSHINE STATE ONE CALL OF FL INC	\$ 57.98
10/22/2021	ACH4266	TRINOVA INC.	\$ 17,253.49
10/22/2021	ACH4267	UNIVAR SOLUTIONS USA INC	\$ 21,348.86
10/22/2021	ACH4268	UPS	\$ 106.66
10/22/2021	ACH4269	VOYAGER FLEET SYSTEMS INC	\$ 3,006.51
10/22/2021	ACH4270	Wade Trim INC	\$ 32,059.81
10/22/2021	ACH4271	WEST COAST MOWING	\$ 2,304.00
10/22/2021	ADBT102221	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 444.75
10/22/2021	DT102221	United States Treasury	\$ 70,725.94
10/22/2021	dbt102221	Valic	\$ 8,541.34
10/25/2021	ACH09302021	PNC Bank	\$ 5,805.72
10/29/2021	DBT102921	FLORIDA DIVISION OF RETIREMENT	\$ 42,563.13
Total			6,465,192.94

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Date	Document Number	Payee Name / Description	Amount
09/10/2021	ACH4072	1& Done Handyman LLC	\$ 322.64
10/08/2021	ACH4166	1& Done Handyman LLC	\$ 400.00
10/22/2021	ACH4203	1& Done Handyman LLC	\$ 874.69
09/10/2021	ACH4073	A2LA	\$ 2,853.00
10/08/2021	ACH4167	Adobe Systems Inc	\$ 270.96
09/10/2021	ACH4074	Advanced Overhead Systems	\$ 2,190.00
10/22/2021	ACH4204	Advanced Overhead Systems	\$ 3,670.00
10/08/2021	ACH4168	Agilent Technologies Inc	\$ 1,673.90
10/08/2021	ACH4169	Air Mechanical & Service Corp	\$ 1,184.73
10/22/2021	ACH4205	Air Mechanical & Service Corp	\$ 156.00
10/08/2021	ACH4170	AIRGAS SPECIALTY PRODUCTS	\$ 3,127.87
10/22/2021	ACH4206	AIRGAS SPECIALTY PRODUCTS	\$ 3,110.89
09/24/2021	ACH4113	AIRGAS USA LLC	\$ 150.05
10/22/2021	ACH4207	AIRGAS USA LLC	\$ 158.50
10/22/2021	ACH4208	Alan Jay Automotive Management Inc	\$ 25,307.00
09/24/2021	ACH4114	ALLIANCE FIRE & SAFETY	\$ 381.50
09/10/2021	ACH4075	ALLIED ELECTRONICS INC	\$ 1,048.04
10/08/2021	ACH4171	ALLIED ELECTRONICS INC	\$ 764.00
09/24/2021	ACH4115	ALLIED UNIVERSAL CORP	\$ 10,143.92
10/08/2021	ACH4172	ALLIED UNIVERSAL CORP	\$ 12,753.32
10/22/2021	ACH4209	ALLIED UNIVERSAL CORP	\$ 13,788.43
09/10/2021	39237	AMAZON	\$ 1,317.35
10/08/2021	39269	AMAZON	\$ 3,224.04
10/22/2021	39279	Apple Video & Photography Studio	\$ 1,495.00
09/24/2021	ACH4116	ASRUS LLC	\$ 7,725.00
10/22/2021	ACH4210	ATIS Elevator Inspections, LLC	\$ 395.00
09/10/2021	39238	AWWA	\$ 1,354.00
10/22/2021	39280	AWWA	\$ 504.00
09/10/2021	ACH4076	BATTERIES PLUS BULBS #451	\$ 1,103.88
10/22/2021	ACH4211	BATTERIES PLUS BULBS #451	\$ 51.80
09/24/2021	ACH4117	BEAMEX INC	\$ 3,960.00
09/10/2021	ACH4077	BENCHMARK ENVIROANALYTICAL INC	\$ 92.00
09/24/2021	ACH4118	BENCHMARK ENVIROANALYTICAL INC	\$ 1,105.10
10/08/2021	ACH4173	BENCHMARK ENVIROANALYTICAL INC	\$ 420.00
10/22/2021	ACH4212	BENCHMARK ENVIROANALYTICAL INC	\$ 2,089.00
10/08/2021	39270	BILL'S BOTTLED WATER SERVICE	\$ 32.25
10/22/2021	39281	BILL'S BOTTLED WATER SERVICE	\$ 21.75
09/10/2021	ACH4078	Bird Barrier America Inc	\$ 1,929.43
09/10/2021	ACH4079	BLACK & VEATCH	\$ 20,584.93
09/24/2021	ACH4119	BLACK & VEATCH	\$ 27,789.12
10/08/2021	ACH4174	BLACK & VEATCH	\$ 9,698.78
10/22/2021	ACH4213	BLACK & VEATCH	\$ 22,557.44
09/10/2021	ACH4080	BLUSITE SOLUTIONS OF SOUTHWEST FLORIDA	\$ 343.48
09/24/2021	ACH4120	BLUSITE SOLUTIONS OF SOUTHWEST FLORIDA	\$ 343.48
09/24/2021	39254	Braden River Utilities LLC	\$ 69.32
10/22/2021	39282	Braden River Utilities LLC	\$ 87.20
09/10/2021	ACH4081	C & S CHEMICALS INC	\$ 45,012.48
09/24/2021	ACH4121	C & S CHEMICALS INC	\$ 42,933.73
10/08/2021	ACH4175	C & S CHEMICALS INC	\$ 73,137.27
10/22/2021	ACH4214	C & S CHEMICALS INC	\$ 45,135.01
09/10/2021	ACH4082	CarbPure Technologies LLC	\$ 23,779.00
09/24/2021	ACH4122	CarbPure Technologies LLC	\$ 23,810.60
10/08/2021	ACH4176	CarbPure Technologies LLC	\$ 71,842.60
10/22/2021	ACH4215	CarbPure Technologies LLC	\$ 48,284.80
10/22/2021	ACH4216	CAROLLO ENGINEERS INC	\$ 43,922.00
10/22/2021	ACH4217	CEC Controls Company Inc.	\$ 9,020.00
09/10/2021	ACH4083	CED - Port Charlotte	\$ 120.12
09/24/2021	ACH4123	CED - Port Charlotte	\$ 4,629.62
10/08/2021	ACH4177	CED - Port Charlotte	\$ 2,048.30
10/22/2021	ACH4218	CED - Port Charlotte	\$ 8,908.14

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Date	Document Number	Payee Name / Description	Amount
09/10/2021	ACH4084	CENTURYLINK	\$ 358.65
10/08/2021	ACH4178	CENTURYLINK	\$ 358.65
09/24/2021	ACH4125	Centurylink 3363	\$ 140.49
10/22/2021	ACH4219	Centurylink 3363	\$ 139.63
09/24/2021	ACH4124	CenturyLink-6358	\$ 1,642.78
09/24/2021	ACH4126	CHARLOTTE COUNTY BCC - LANDFILL	\$ 3,726.40
10/22/2021	ACH4220	CHARLOTTE COUNTY BCC - LANDFILL	\$ 4,238.80
09/10/2021	ACH4085	CHARLOTTE COUNTY BD OF COMMISSIONER	\$ 106,187.82
10/08/2021	ACH4179	CHARLOTTE COUNTY BD OF COMMISSIONER	\$ 108,018.83
09/10/2021	ACH4086	CHARLOTTE COUNTY UTILITIES	\$ 164,694.84
10/22/2021	ACH4221	CHARLOTTE COUNTY UTILITIES	\$ 331,842.00
10/08/2021	ACH4180	CHENANGO SUPPLY CO., INC.	\$ 737.28
09/10/2021	ACH4087	CINTAS	\$ 369.46
10/08/2021	ACH4181	CINTAS	\$ 273.19
09/10/2021	ACH4088	CINTAS FIRE 636525	\$ 450.00
09/24/2021	ACH4127	CINTAS FIRE 636525	\$ 494.00
10/22/2021	39283	CITY OF NORTH PORT	\$ 604,259.00
09/10/2021	ACH4089	COLE-PARMER INSTRUMENT CO	\$ 40.91
10/22/2021	ACH4222	Commercial Fire & Communications	\$ 392.50
09/24/2021	ACH4128	CORONADO LAWN SERVICE OF FL	\$ 6,265.00
10/22/2021	ACH4223	CORONADO LAWN SERVICE OF FL	\$ 7,502.50
09/24/2021	39255	D M CONSTRUCTION CORP	\$ 8,996.74
10/22/2021	39284	D M CONSTRUCTION CORP	\$ 10,233.88
10/22/2021	ACH4224	Daniel J Roberts (V)	\$ 301.12
09/10/2021	39239	DESOTO AUTOMOTIVE ENTERPRISES INC	\$ 1,664.19
09/24/2021	39256	DESOTO AUTOMOTIVE ENTERPRISES INC	\$ 801.90
10/08/2021	39271	DESOTO AUTOMOTIVE ENTERPRISES INC	\$ 2,105.03
10/22/2021	39285	DESOTO AUTOMOTIVE ENTERPRISES INC	\$ 826.40
09/10/2021	ACH4090	DESOTO COUNTY (V)	\$ 66,333.33
10/22/2021	39286	DESOTO COUNTY (V)	\$ 75.00
10/22/2021	ACH4225	DESOTO COUNTY (V)	\$ 100,115.33
09/24/2021	39257	DEX IMAGING	\$ 1,449.01
10/22/2021	39287	DEX IMAGING	\$ 8.00
09/10/2021	39240	DMS-FINANCIAL MGMT SERVICES	\$ 443.21
09/24/2021	39258	DMS-FINANCIAL MGMT SERVICES	\$ 443.51
10/22/2021	39288	DOLPHIN TRANSPORTATION SPECIALISTS	\$ 682.59
10/22/2021	ACH4226	DONALDSON COMPANY INC	\$ 2,684.40
10/22/2021	ACH4227	DSS Services LLC	\$ 240.00
09/24/2021	ACH4129	E.F. GAINES SURVEYING SERVICES, INC	\$ 7,960.00
09/24/2021	ACH4130	EARTH BALANCE	\$ 3,211.00
10/22/2021	ACH4228	EARTH BALANCE	\$ 4,825.75
09/10/2021	ACH4091	Entech	\$ 5,882.70
10/22/2021	ACH4229	Entech	\$ 5,882.70
10/22/2021	ACH4230	ENVIRONMENTAL EXPRESS INC.	\$ 566.46
09/24/2021	ACH4131	ENVIRONMENTAL PR GROUP	\$ 2,350.00
09/10/2021	ACH4092	Environmental Science Associates	\$ 2,500.00
09/24/2021	ACH4132	Environmental Science Associates	\$ 3,600.00
10/08/2021	ACH4182	Environmental Science Associates	\$ 2,850.00
10/22/2021	ACH4231	Environmental Science Associates	\$ 1,965.00
10/22/2021	ACH4232	Environmental Systems Research Institute	\$ 2,631.34
09/10/2021	ACH4093	FEL-FT MYERS WATERWORKS	\$ 315.75
09/24/2021	ACH4133	FEL-FT MYERS WATERWORKS	\$ 31.12
10/08/2021	ACH4183	FEL-FT MYERS WATERWORKS	\$ 173.84
10/22/2021	ACH4233	FEL-FT MYERS WATERWORKS	\$ 18.50
09/10/2021	ACH4094	Fisher Scientific	\$ 1,203.42
09/24/2021	ACH4134	Fisher Scientific	\$ 2,858.73
10/22/2021	ACH4234	Fisher Scientific	\$ 4,126.82
09/24/2021	ACH4135	Five Star Painting	\$ 2,950.00
10/08/2021	39272	Florida Assoc for Water Quality Control	\$ 1,200.00
09/10/2021	39241	FLORIDA DEPARTMENT OF STATE	\$ 16.80

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Date	Document Number	Payee Name / Description	Amount
10/22/2021	39289	FLORIDA DEPT OF ECONOMIC OPPORTUNIT	\$ 175.00
09/28/2021	DBT092821	FLORIDA DIVISION OF RETIREMENT	\$ 44,793.92
10/29/2021	DBT102921	FLORIDA DIVISION OF RETIREMENT	\$ 42,563.13
09/10/2021	39242	FLORIDA POWER & LIGHT COMPANY	\$ 143,892.29
10/08/2021	39273	FLORIDA POWER & LIGHT COMPANY	\$ 140,911.43
09/24/2021	39259	Florida Sign Company Inc	\$ 1,920.00
09/10/2021	39243	FLORIDA TECHNICAL PRODUCTS INC	\$ 3,233.25
09/10/2021	ACH4095	FLUID CONTROL SPECIALTIES INC	\$ 398.00
09/24/2021	ACH4136	FLUID CONTROL SPECIALTIES INC	\$ 6,213.46
10/22/2021	ACH4235	FLUID CONTROL SPECIALTIES INC	\$ 846.00
09/24/2021	ACH4137	FRONTIER COMMUNICATIONS	\$ 240.98
10/22/2021	ACH4236	FRONTIER COMMUNICATIONS	\$ 240.98
10/08/2021	ACH4185	George Pennell (V)	\$ 50.00
09/10/2021	39244	GRAINGER	\$ 482.22
09/24/2021	39260	GRAINGER	\$ 1,080.91
10/08/2021	ACH4184	G-TEC Equipment Services	\$ 1,265.00
10/22/2021	ACH4237	G-TEC Equipment Services	\$ 2,488.16
09/10/2021	ACH4096	Hach Company	\$ 4,652.27
09/24/2021	ACH4138	Hach Company	\$ 2,799.39
10/08/2021	ACH4186	Hach Company	\$ 563.45
10/22/2021	ACH4238	Hach Company	\$ 3,565.72
10/08/2021	ACH4187	HAZEN AND SAWYER	\$ 29,976.71
09/10/2021	ACH4097	HDR ENGINEERING INC	\$ 106,701.40
09/24/2021	ACH4139	HDR ENGINEERING INC	\$ 63,620.81
10/22/2021	ACH4239	HDR ENGINEERING INC	\$ 115,264.27
09/10/2021	ACH4098	Heat Busters Air Conditioning & Heating	\$ 289.00
09/10/2021	39245	HOME DEPOT	\$ 506.52
09/24/2021	39261	HOME DEPOT	\$ 541.40
10/08/2021	ACH4188	Hostetler Irrigation Inc	\$ 253.53
09/24/2021	ACH4140	HVMI LLC	\$ 44,955.24
10/22/2021	ACH4240	HVMI LLC	\$ 29,669.85
09/24/2021	ACH4141	J H HAM ENGINEERING INC	\$ 29,979.68
10/22/2021	ACH4241	J H HAM ENGINEERING INC	\$ 72,435.59
09/24/2021	ACH4142	JANICKI ENVIRONMENTAL INC	\$ 50,992.00
10/22/2021	ACH4244	JANICKI ENVIRONMENTAL INC	\$ 31,889.00
09/24/2021	ACH4143	JAN-PRO CLEANING SYSTEMS OF SW FLORIDA	\$ 595.00
10/22/2021	ACH4242	JAN-PRO CLEANING SYSTEMS OF SW FLORIDA	\$ 595.00
09/24/2021	ACH4144	JAN-PRO OF MANASOTA	\$ 101.50
10/22/2021	ACH4243	JAN-PRO OF MANASOTA	\$ 249.00
09/24/2021	ACH4145	JOHNSON ENGINEERING INC	\$ 300.00
10/22/2021	ACH4245	JOHNSON ENGINEERING INC	\$ 2,700.00
10/22/2021	39290	KED GROUP INC	\$ 11,776.00
09/10/2021	ACH4099	KEETON'S OFFICE & ART SUPPLY	\$ 1,882.25
09/24/2021	ACH4146	KEETON'S OFFICE & ART SUPPLY	\$ 1,259.77
10/08/2021	ACH4189	KEETON'S OFFICE & ART SUPPLY	\$ 875.20
10/22/2021	ACH4246	KEETON'S OFFICE & ART SUPPLY	\$ 1,028.11
09/10/2021	ACH4100	KIMLEY-HORN AND ASSOCIATES INC	\$ 19,562.00
09/24/2021	ACH4147	KIMLEY-HORN AND ASSOCIATES INC	\$ 35,008.00
10/22/2021	ACH4247	KIMLEY-HORN AND ASSOCIATES INC	\$ 33,037.00
09/24/2021	ACH4148	KING ENGINEERING ASSOCIATES INC	\$ 18,271.32
10/22/2021	ACH4248	KING ENGINEERING ASSOCIATES INC	\$ 21,521.18
09/24/2021	ACH4149	KONE Inc	\$ 1,836.12
10/22/2021	39291	Locher Environmental LLC	\$ 1,880.00
10/08/2021	ACH4190	M&M CONTRACTORS INC	\$ 4,897.60
09/10/2021	39246	Manatee County Utilities Department	\$ 233.18
10/08/2021	39274	Manatee County Utilities Department	\$ 231.71
09/24/2021	ACH4150	MANSON BOLVES DONALDSON VARN	\$ 14,690.00
10/22/2021	ACH4249	Marisol Garcia (V)	\$ 1,390.50
10/22/2021	ACH4250	MOCK ENGINEERING INC	\$ 1,024.00
09/10/2021	ACH4101	MSC INDUSTRIAL SUPPLY CO	\$ 873.02

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10/08/2021	ACH4191	MSC INDUSTRIAL SUPPLY CO	\$ 2,562.51
10/22/2021	ACH4251	MSC INDUSTRIAL SUPPLY CO	\$ 3,033.46
09/10/2021	ACH4102	Natural Resources LLC	\$ 200,945.65
10/22/2021	ACH4252	Natural Resources LLC	\$ 8,316.77
09/10/2021	39247	NaturZone Pest Control	\$ 76.00
10/22/2021	39292	NaturZone Pest Control	\$ 79.80
09/24/2021	ACH4151	Navitas Credit Corp	\$ 211.58
10/22/2021	ACH4253	Navitas Credit Corp	\$ 211.58
10/22/2021	ACH4254	NOV Process & Flow Technologies US	\$ 24,898.00
10/08/2021	ACH4192	OVIVO USA LLC	\$ 231,500.70
10/22/2021	ACH4255	Palm Printing	\$ 339.00
10/22/2021	39293	PETTY CASH	\$ 20.00
10/22/2021	39294	PETTY CASH - ADMIN	\$ 61.34
09/24/2021	ACH4152	Pitney Bowes- Lease	\$ 209.85
09/25/2021	ACH08312021	PNC Bank	\$ 8,326.88
10/25/2021	ACH09302021	PNC Bank	\$ 5,805.72
10/08/2021	ACH4193	Poole & Kent Company of Florida	\$ 347,909.43
10/22/2021	ACH4256	Poole & Kent Company of Florida	\$ 190,550.39
09/10/2021	ACH4103	Precision Gate & Security Inc	\$ 6,290.50
10/22/2021	39295	PREFERRED GOVERNMENT INSURANCE TRUS	\$ 14,657.50
09/24/2021	ACH4153	PRESTI & NAEGELE	\$ 2,344.00
09/10/2021	ACH4104	PRO-CHEM INC	\$ 383.44
10/22/2021	ACH4257	PRO-CHEM INC	\$ 341.80
09/24/2021	ACH4154	PROGRESSIVE WATER RESOURCES LLC	\$ 810.00
10/08/2021	ACH4194	PROGRESSIVE WATER RESOURCES LLC	\$ 8,816.00
10/22/2021	ACH4258	PROGRESSIVE WATER RESOURCES LLC	\$ 16,457.49
10/22/2021	ACH4259	PUBLIC RISK INSURANCE AGENCY	\$ 141,241.46
10/22/2021	ACH4260	PURVIS GRAY & COMPANY	\$ 5,800.00
10/08/2021	39275	QUALITY STARTER & ALT SER INC	\$ 238.88
09/09/2021		QuickBooks Payroll Service	\$ 97,771.43
09/23/2021		QuickBooks Payroll Service	\$ 100,131.48
10/07/2021		QuickBooks Payroll Service	\$ 97,082.42
10/21/2021		QuickBooks Payroll Service	\$ 98,608.46
10/21/2021		QuickBooks Payroll Service	\$ 62,366.07
09/10/2021	ACH4105	REXEL USA Inc	\$ 556.15
09/24/2021	ACH4155	REXEL USA Inc	\$ 3,248.39
10/08/2021	ACH4195	REXEL USA Inc	\$ 1,108.57
10/22/2021	ACH4261	REXEL USA Inc	\$ 642.18
09/10/2021	ACH4106	ROGERS PETROLEUM INC	\$ 4,655.62
09/10/2021	ACH4107	Ryan Herco Flow Solutions	\$ 10,847.58
09/10/2021	39248	SAM'S CLUB	\$ 142.12
10/22/2021	39296	SARASOTA COUNTY ENVIRONMENTAL UTILITIES	\$ 8,596.38
10/22/2021	39297	SARASOTA COUNTY UTILITIES	\$ 889,142.00
09/10/2021	ACH4108	SARASOTA HERALD TRIBUNE	\$ 341.00
10/08/2021	ACH4196	SARASOTA HERALD TRIBUNE	\$ 220.00
09/10/2021	39249	SARASOTA TROPHY & AWARDS INC	\$ 2,400.00
10/22/2021	39298	Sewer Viewer Inc	\$ 2,500.00
09/10/2021	39250	SHERIFF OF MANATEE COUNTY	\$ 5.00
10/22/2021	39299	SMITH RANCH & GARDEN INC	\$ 759.50
09/10/2021	ACH4109	SOLARES CONTROLS	\$ 2,212.84
09/24/2021	39262	SOLINST CANADA LTD	\$ 402.73
10/22/2021	39300	SOLINST CANADA LTD	\$ 950.75
10/22/2021	ACH4262	SOUTHERN TANK AND PUMP	\$ 914.50
09/10/2021	ACH4110	STANTEC CONSULTING SERVICES	\$ 3,106.31
10/08/2021	ACH4197	STANTEC CONSULTING SERVICES	\$ 7,695.00
10/22/2021	ACH4263	STANTEC CONSULTING SERVICES	\$ 55,645.07
09/10/2021	ADBT091021	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 444.75
09/22/2021	ADBT092421	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 444.75
10/08/2021	ADBT100821	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 444.75
10/22/2021	ADBT102221	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 444.75

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

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Alphabetically by Vendor

PUBLIC FUNDS INTEREST CHECKING (PNC)

Date	Document Number	Payee Name / Description	Amount
09/24/2021	ACH4156	SUNSHINE ACE HARDWARE	\$ 116.72
10/22/2021	ACH4264	SUNSHINE ACE HARDWARE	\$ 159.99
09/24/2021	ACH4157	SUNSHINE STATE ONE CALL OF FL INC	\$ 57.98
10/22/2021	ACH4265	SUNSHINE STATE ONE CALL OF FL INC	\$ 57.98
09/24/2021	ACH4158	TAMPA ARMATURE WORKS INC	\$ 2,411.60
09/10/2021	39251	TEST GAUGE INC	\$ 1,417.09
10/08/2021	39276	TEST GAUGE INC	\$ 224.65
10/08/2021	ACH4198	THE BANK OF NEW YORK MELLON	\$ 500.00
09/10/2021	39252	THE SUN	\$ 224.51
09/24/2021	39263	THE SUN	\$ 125.84
09/24/2021	ACH4159	THERMO ELECTRON NORTH AMERICA LLC	\$ 1,082.00
09/24/2021	39264	TIRE KINGDOM	\$ 277.32
09/24/2021	ACH4160	TRANSCAT INC	\$ 915.49
10/08/2021	ACH4199	TRINOVA INC.	\$ 4,985.00
10/22/2021	ACH4266	TRINOVA INC.	\$ 17,253.49
09/24/2021	39265	U.S. BANK EQUIPMENT FINANCE	\$ 1,052.67
10/22/2021	39301	U.S. BANK EQUIPMENT FINANCE	\$ 1,052.67
10/22/2021	39302	U.S. TENT RENTAL INC.	\$ -
09/24/2021	39266	Under Pressure Washing LLC	\$ 1,795.00
10/08/2021	39277	UNITED STATES GEOLOGICAL SURVEY	\$ 8,265.00
09/10/2021	DBT091021	United States Treasury	\$ 32,616.88
09/24/2021	DBT092421	United States Treasury	\$ 33,745.68
10/08/2021	DBT100821	United States Treasury	\$ 31,500.70
10/22/2021	DT102221	United States Treasury	\$ 70,725.94
09/10/2021	ACH4111	UNIVAR SOLUTIONS USA INC	\$ 4,165.29
09/24/2021	ACH4161	UNIVAR SOLUTIONS USA INC	\$ 25,155.15
10/08/2021	ACH4200	UNIVAR SOLUTIONS USA INC	\$ 20,959.02
10/22/2021	ACH4267	UNIVAR SOLUTIONS USA INC	\$ 21,348.86
09/10/2021	ACH4112	UPS	\$ 52.42
09/24/2021	ACH4162	UPS	\$ 16.20
10/08/2021	ACH4201	UPS	\$ 23.15
10/22/2021	ACH4268	UPS	\$ 106.66
09/24/2021	ACH4163	USA Bluebook	\$ 953.83
10/08/2021	ACH4202	USA Bluebook	\$ 632.70
09/10/2021	DBT91021	Valic	\$ 8,134.95
09/22/2021	DBT09242021	Valic	\$ 8,272.71
10/08/2021	DBT1082021	Valic	\$ 8,132.93
10/22/2021	dbt102221	Valic	\$ 8,541.34
09/24/2021	39267	VERIZON WIRELESS	\$ 72.14
10/08/2021	39278	VERIZON WIRELESS	\$ 19.75
10/22/2021	39303	VERIZON WIRELESS	\$ 93.60
10/22/2021	39304	VOLUNTARY EXTRA DUTY ACCOUNT	\$ 351.00
09/24/2021	ACH4164	VOYAGER FLEET SYSTEMS INC	\$ 3,735.21
10/22/2021	ACH4269	VOYAGER FLEET SYSTEMS INC	\$ 3,006.51
09/24/2021	ACH4165	Wade Trim INC	\$ 41,210.45
10/22/2021	ACH4270	Wade Trim INC	\$ 32,059.81
09/10/2021	39253	Waste Pro Bradenton/Sarasota	\$ 190.00
10/22/2021	39305	Waste Pro Bradenton/Sarasota	\$ 190.00
10/22/2021	ACH4271	WEST COAST MOWING	\$ 2,304.00
09/24/2021	39268	WOMACK SANITATION INC	\$ 298.00
10/22/2021	39306	WOMACK SANITATION INC	\$ 1,202.00
Total			6,465,192.94

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**CHECK REGISTER: SEPTEMBER & OCTOBER 2021****By Amount Largest to Smallest****PUBLIC FUNDS INTEREST CHECKING (PNC)**

Date	Document Number	Payee Name / Description	Amount
10/22/2021	39297	SARASOTA COUNTY UTILITIES	\$ 889,142.00
10/22/2021	39283	CITY OF NORTH PORT	\$ 604,259.00
10/08/2021	ACH4193	Poole & Kent Company of Florida	\$ 347,909.43
10/22/2021	ACH4221	CHARLOTTE COUNTY UTILITIES	\$ 331,842.00
10/08/2021	ACH4192	OVIVO USA LLC	\$ 231,500.70
09/10/2021	ACH4102	Natural Resources LLC	\$ 200,945.65
10/22/2021	ACH4256	Poole & Kent Company of Florida	\$ 190,550.39
09/10/2021	ACH4086	CHARLOTTE COUNTY UTILITIES	\$ 164,694.84
09/10/2021	39242	FLORIDA POWER & LIGHT COMPANY	\$ 143,892.29
10/22/2021	ACH4259	PUBLIC RISK INSURANCE AGENCY	\$ 141,241.46
10/08/2021	39273	FLORIDA POWER & LIGHT COMPANY	\$ 140,911.43
10/22/2021	ACH4239	HDR ENGINEERING INC	\$ 115,264.27
10/08/2021	ACH4179	CHARLOTTE COUNTY BD OF COMMISSIONER	\$ 108,018.83
09/10/2021	ACH4097	HDR ENGINEERING INC	\$ 106,701.40
09/10/2021	ACH4085	CHARLOTTE COUNTY BD OF COMMISSIONER	\$ 106,187.82
09/23/2021		QuickBooks Payroll Service	\$ 100,131.48
10/22/2021	ACH4225	DESOTO COUNTY (V)	\$ 100,115.33
10/21/2021		QuickBooks Payroll Service	\$ 98,608.46
09/09/2021		QuickBooks Payroll Service	\$ 97,771.43
10/07/2021		QuickBooks Payroll Service	\$ 97,082.42
10/08/2021	ACH4175	C & S CHEMICALS INC	\$ 73,137.27
10/22/2021	ACH4241	J H HAM ENGINEERING INC	\$ 72,435.59
10/08/2021	ACH4176	CarbPure Technologies LLC	\$ 71,842.60
10/22/2021	DT102221	United States Treasury	\$ 70,725.94
09/10/2021	ACH4090	DESOTO COUNTY (V)	\$ 66,333.33
09/24/2021	ACH4139	HDR ENGINEERING INC	\$ 63,620.81
10/21/2021		QuickBooks Payroll Service	\$ 62,366.07
10/22/2021	ACH4263	STANTEC CONSULTING SERVICES	\$ 55,645.07
09/24/2021	ACH4142	JANICKI ENVIRONMENTAL INC	\$ 50,992.00
10/22/2021	ACH4215	CarbPure Technologies LLC	\$ 48,284.80
10/22/2021	ACH4214	C & S CHEMICALS INC	\$ 45,135.01
09/10/2021	ACH4081	C & S CHEMICALS INC	\$ 45,012.48
09/24/2021	ACH4140	HVMI LLC	\$ 44,955.24
09/28/2021	DBT092821	FLORIDA DIVISION OF RETIREMENT	\$ 44,793.92
10/22/2021	ACH4216	CAROLLO ENGINEERS INC	\$ 43,922.00
09/24/2021	ACH4121	C & S CHEMICALS INC	\$ 42,933.73
10/29/2021	DBT102921	FLORIDA DIVISION OF RETIREMENT	\$ 42,563.13
09/24/2021	ACH4165	Wade Trim INC	\$ 41,210.45
09/24/2021	ACH4147	KIMLEY-HORN AND ASSOCIATES INC	\$ 35,008.00
09/24/2021	DBT092421	United States Treasury	\$ 33,745.68
10/22/2021	ACH4247	KIMLEY-HORN AND ASSOCIATES INC	\$ 33,037.00
09/10/2021	DBT091021	United States Treasury	\$ 32,616.88
10/22/2021	ACH4270	Wade Trim INC	\$ 32,059.81
10/22/2021	ACH4244	JANICKI ENVIRONMENTAL INC	\$ 31,889.00
10/08/2021	DBT100821	United States Treasury	\$ 31,500.70
09/24/2021	ACH4141	J H HAM ENGINEERING INC	\$ 29,979.68
10/08/2021	ACH4187	HAZEN AND SAWYER	\$ 29,976.71
10/22/2021	ACH4240	HVMI LLC	\$ 29,669.85
09/24/2021	ACH4119	BLACK & VEATCH	\$ 27,789.12
10/22/2021	ACH4208	Alan Jay Automotive Management Inc	\$ 25,307.00
09/24/2021	ACH4161	UNIVAR SOLUTIONS USA INC	\$ 25,155.15
10/22/2021	ACH4254	NOV Process & Flow Technologies US	\$ 24,898.00
09/24/2021	ACH4122	CarbPure Technologies LLC	\$ 23,810.60
09/10/2021	ACH4082	CarbPure Technologies LLC	\$ 23,779.00
10/22/2021	ACH4213	BLACK & VEATCH	\$ 22,557.44
10/22/2021	ACH4248	KING ENGINEERING ASSOCIATES INC	\$ 21,521.18
10/22/2021	ACH4267	UNIVAR SOLUTIONS USA INC	\$ 21,348.86
10/08/2021	ACH4200	UNIVAR SOLUTIONS USA INC	\$ 20,959.02
09/10/2021	ACH4079	BLACK & VEATCH	\$ 20,584.93
09/10/2021	ACH4100	KIMLEY-HORN AND ASSOCIATES INC	\$ 19,562.00

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Date	Document Number	Payee Name / Description	Amount
09/24/2021	ACH4148	KING ENGINEERING ASSOCIATES INC	\$ 18,271.32
10/22/2021	ACH4266	TRINOVA INC.	\$ 17,253.49
10/22/2021	ACH4258	PROGRESSIVE WATER RESOURCES LLC	\$ 16,457.49
09/24/2021	ACH4150	MANSON BOLVES DONALDSON VARN	\$ 14,690.00
10/22/2021	39295	PREFERRED GOVERNMENT INSURANCE TRUS	\$ 14,657.50
10/22/2021	ACH4209	ALLIED UNIVERSAL CORP	\$ 13,788.43
10/08/2021	ACH4172	ALLIED UNIVERSAL CORP	\$ 12,753.32
10/22/2021	39290	KED GROUP INC	\$ 11,776.00
09/10/2021	ACH4107	Ryan Herco Flow Solutions	\$ 10,847.58
10/22/2021	39284	D M CONSTRUCTION CORP	\$ 10,233.88
09/24/2021	ACH4115	ALLIED UNIVERSAL CORP	\$ 10,143.92
10/08/2021	ACH4174	BLACK & VEATCH	\$ 9,698.78
10/22/2021	ACH4217	CEC Controls Company Inc.	\$ 9,020.00
09/24/2021	39255	D M CONSTRUCTION CORP	\$ 8,996.74
10/22/2021	ACH4218	CED - Port Charlotte	\$ 8,908.14
10/08/2021	ACH4194	PROGRESSIVE WATER RESOURCES LLC	\$ 8,816.00
10/22/2021	39296	SARASOTA COUNTY ENVIRONMENTAL UTILITIES	\$ 8,596.38
10/22/2021	dbt102221	Valic	\$ 8,541.34
09/25/2021	ACH08312021	PNC Bank	\$ 8,326.88
10/22/2021	ACH4252	Natural Resources LLC	\$ 8,316.77
09/22/2021	DBT09242021	Valic	\$ 8,272.71
10/08/2021	39277	UNITED STATES GEOLOGICAL SURVEY	\$ 8,265.00
09/10/2021	DBT91021	Valic	\$ 8,134.95
10/08/2021	DBT1082021	Valic	\$ 8,132.93
09/24/2021	ACH4129	E.F. GAINES SURVEYING SERVICES, INC	\$ 7,960.00
09/24/2021	ACH4116	ASRUS LLC	\$ 7,725.00
10/08/2021	ACH4197	STANTEC CONSULTING SERVICES	\$ 7,695.00
10/22/2021	ACH4223	CORONADO LAWN SERVICE OF FL	\$ 7,502.50
09/10/2021	ACH4103	Precision Gate & Security Inc	\$ 6,290.50
09/24/2021	ACH4128	CORONADO LAWN SERVICE OF FL	\$ 6,265.00
09/24/2021	ACH4136	FLUID CONTROL SPECIALTIES INC	\$ 6,213.46
09/10/2021	ACH4091	Entech	\$ 5,882.70
10/22/2021	ACH4229	Entech	\$ 5,882.70
10/25/2021	ACH09302021	PNC Bank	\$ 5,805.72
10/22/2021	ACH4260	PURVIS GRAY & COMPANY	\$ 5,800.00
10/08/2021	ACH4199	TRINOVA INC.	\$ 4,985.00
10/08/2021	ACH4190	M&M CONTRACTORS INC	\$ 4,897.60
10/22/2021	ACH4228	EARTH BALANCE	\$ 4,825.75
09/10/2021	ACH4106	ROGERS PETROLEUM INC	\$ 4,655.62
09/10/2021	ACH4096	Hach Company	\$ 4,652.27
09/24/2021	ACH4123	CED - Port Charlotte	\$ 4,629.62
10/22/2021	ACH4220	CHARLOTTE COUNTY BCC - LANDFILL	\$ 4,238.80
09/10/2021	ACH4111	UNIVAR SOLUTIONS USA INC	\$ 4,165.29
10/22/2021	ACH4234	Fisher Scientific	\$ 4,126.82
09/24/2021	ACH4117	BEAMEX INC	\$ 3,960.00
09/24/2021	ACH4164	VOYAGER FLEET SYSTEMS INC	\$ 3,735.21
09/24/2021	ACH4126	CHARLOTTE COUNTY BCC - LANDFILL	\$ 3,726.40
10/22/2021	ACH4204	Advanced Overhead Systems	\$ 3,670.00
09/24/2021	ACH4132	Environmental Science Associates	\$ 3,600.00
10/22/2021	ACH4238	Hach Company	\$ 3,565.72
09/24/2021	ACH4155	REXEL USA Inc	\$ 3,248.39
09/10/2021	39243	FLORIDA TECHNICAL PRODUCTS INC	\$ 3,233.25
10/08/2021	39269	AMAZON	\$ 3,224.04
09/24/2021	ACH4130	EARTH BALANCE	\$ 3,211.00
10/08/2021	ACH4170	AIRGAS SPECIALTY PRODUCTS	\$ 3,127.87
10/22/2021	ACH4206	AIRGAS SPECIALTY PRODUCTS	\$ 3,110.89
09/10/2021	ACH4110	STANTEC CONSULTING SERVICES	\$ 3,106.31
10/22/2021	ACH4251	MSC INDUSTRIAL SUPPLY CO	\$ 3,033.46
10/22/2021	ACH4269	VOYAGER FLEET SYSTEMS INC	\$ 3,006.51
09/24/2021	ACH4135	Five Star Painting	\$ 2,950.00

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Date	Document Number	Payee Name / Description	Amount
09/24/2021	ACH4134	Fisher Scientific	\$ 2,858.73
09/10/2021	ACH4073	A2LA	\$ 2,853.00
10/08/2021	ACH4182	Environmental Science Associates	\$ 2,850.00
09/24/2021	ACH4138	Hach Company	\$ 2,799.39
10/22/2021	ACH4245	JOHNSON ENGINEERING INC	\$ 2,700.00
10/22/2021	ACH4226	DONALDSON COMPANY INC	\$ 2,684.40
10/22/2021	ACH4232	Environmental Systems Research Institute	\$ 2,631.34
10/08/2021	ACH4191	MSC INDUSTRIAL SUPPLY CO	\$ 2,562.51
09/10/2021	ACH4092	Environmental Science Associates	\$ 2,500.00
10/22/2021	39298	Sewer Viewer Inc	\$ 2,500.00
10/22/2021	ACH4237	G-TEC Equipment Services	\$ 2,488.16
09/24/2021	ACH4158	TAMPA ARMATURE WORKS INC	\$ 2,411.60
09/10/2021	39249	SARASOTA TROPHY & AWARDS INC	\$ 2,400.00
09/24/2021	ACH4131	ENVIRONMENTAL PR GROUP	\$ 2,350.00
09/24/2021	ACH4153	PRESTI & NAEGELE	\$ 2,344.00
10/22/2021	ACH4271	WEST COAST MOWING	\$ 2,304.00
09/10/2021	ACH4109	SOLARES CONTROLS	\$ 2,212.84
09/10/2021	ACH4074	Advanced Overhead Systems	\$ 2,190.00
10/08/2021	39271	DESOTO AUTOMOTIVE ENTERPRISES INC	\$ 2,105.03
10/22/2021	ACH4212	BENCHMARK ENVIROANALYTICAL INC	\$ 2,089.00
10/08/2021	ACH4177	CED - Port Charlotte	\$ 2,048.30
10/22/2021	ACH4231	Environmental Science Associates	\$ 1,965.00
09/10/2021	ACH4078	Bird Barrier America Inc	\$ 1,929.43
09/24/2021	39259	Florida Sign Company Inc	\$ 1,920.00
09/10/2021	ACH4099	KEETON'S OFFICE & ART SUPPLY	\$ 1,882.25
10/22/2021	39291	Locher Environmental LLC	\$ 1,880.00
09/24/2021	ACH4149	KONE Inc	\$ 1,836.12
09/24/2021	39266	Under Pressure Washing LLC	\$ 1,795.00
10/08/2021	ACH4168	Agilent Technologies Inc	\$ 1,673.90
09/10/2021	39239	DESOTO AUTOMOTIVE ENTERPRISES INC	\$ 1,664.19
09/24/2021	ACH4124	CenturyLink-6358	\$ 1,642.78
10/22/2021	39279	Apple Video & Photography Studio	\$ 1,495.00
09/24/2021	39257	DEX IMAGING	\$ 1,449.01
09/10/2021	39251	TEST GAUGE INC	\$ 1,417.09
10/22/2021	ACH4249	Marisol Garcia (V)	\$ 1,390.50
09/10/2021	39238	AWWA	\$ 1,354.00
09/10/2021	39237	AMAZON	\$ 1,317.35
10/08/2021	ACH4184	G-TEC Equipment Services	\$ 1,265.00
09/24/2021	ACH4146	KEETON'S OFFICE & ART SUPPLY	\$ 1,259.77
09/10/2021	ACH4094	Fisher Scientific	\$ 1,203.42
10/22/2021	39306	WOMACK SANITATION INC	\$ 1,202.00
10/08/2021	39272	Florida Assoc for Water Quality Control	\$ 1,200.00
10/08/2021	ACH4169	Air Mechanical & Service Corp	\$ 1,184.73
10/08/2021	ACH4195	REXEL USA Inc	\$ 1,108.57
09/24/2021	ACH4118	BENCHMARK ENVIROANALYTICAL INC	\$ 1,105.10
09/10/2021	ACH4076	BATTERIES PLUS BULBS #451	\$ 1,103.88
09/24/2021	ACH4159	THERMO ELECTRON NORTH AMERICA LLC	\$ 1,082.00
09/24/2021	39260	GRAINGER	\$ 1,080.91
09/24/2021	39265	U.S. BANK EQUIPMENT FINANCE	\$ 1,052.67
10/22/2021	39301	U.S. BANK EQUIPMENT FINANCE	\$ 1,052.67
09/10/2021	ACH4075	ALLIED ELECTRONICS INC	\$ 1,048.04
10/22/2021	ACH4246	KEETON'S OFFICE & ART SUPPLY	\$ 1,028.11
10/22/2021	ACH4250	MOCK ENGINEERING INC	\$ 1,024.00
09/24/2021	ACH4163	USA Bluebook	\$ 953.83
10/22/2021	39300	SOLINST CANADA LTD	\$ 950.75
09/24/2021	ACH4160	TRANSCAT INC	\$ 915.49
10/22/2021	ACH4262	SOUTHERN TANK AND PUMP	\$ 914.50
10/08/2021	ACH4189	KEETON'S OFFICE & ART SUPPLY	\$ 875.20
10/22/2021	ACH4203	1& Done Handyman LLC	\$ 874.69
09/10/2021	ACH4101	MSC INDUSTRIAL SUPPLY CO	\$ 873.02

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Date	Document Number	Payee Name / Description	Amount
10/22/2021	ACH4235	FLUID CONTROL SPECIALTIES INC	\$ 846.00
10/22/2021	39285	DESOTO AUTOMOTIVE ENTERPRISES INC	\$ 826.40
09/24/2021	ACH4154	PROGRESSIVE WATER RESOURCES LLC	\$ 810.00
09/24/2021	39256	DESOTO AUTOMOTIVE ENTERPRISES INC	\$ 801.90
10/08/2021	ACH4171	ALLIED ELECTRONICS INC	\$ 764.00
10/22/2021	39299	SMITH RANCH & GARDEN INC	\$ 759.50
10/08/2021	ACH4180	CHENANGO SUPPLY CO., INC.	\$ 737.28
10/22/2021	39288	DOLPHIN TRANSPORTATION SPECIALISTS	\$ 682.59
10/22/2021	ACH4261	REXEL USA Inc	\$ 642.18
10/08/2021	ACH4202	USA Bluebook	\$ 632.70
09/24/2021	ACH4143	JAN-PRO CLEANING SYSTEMS OF SW FLORIDA	\$ 595.00
10/22/2021	ACH4242	JAN-PRO CLEANING SYSTEMS OF SW FLORIDA	\$ 595.00
10/22/2021	ACH4230	ENVIRONMENTAL EXPRESS INC.	\$ 566.46
10/08/2021	ACH4186	Hach Company	\$ 563.45
09/10/2021	ACH4105	REXEL USA Inc	\$ 556.15
09/24/2021	39261	HOME DEPOT	\$ 541.40
09/10/2021	39245	HOME DEPOT	\$ 506.52
10/22/2021	39280	AWWA	\$ 504.00
10/08/2021	ACH4198	THE BANK OF NEW YORK MELLON	\$ 500.00
09/24/2021	ACH4127	CINTAS FIRE 636525	\$ 494.00
09/10/2021	39244	GRAINGER	\$ 482.22
09/10/2021	ACH4088	CINTAS FIRE 636525	\$ 450.00
09/10/2021	ADBT091021	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 444.75
09/22/2021	ADBT092421	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 444.75
10/08/2021	ADBT100821	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 444.75
10/22/2021	ADBT102221	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 444.75
09/24/2021	39258	DMS-FINANCIAL MGMT SERVICES	\$ 443.51
09/10/2021	39240	DMS-FINANCIAL MGMT SERVICES	\$ 443.21
10/08/2021	ACH4173	BENCHMARK ENVIROANALYTICAL INC	\$ 420.00
09/24/2021	39262	SOLINST CANADA LTD	\$ 402.73
10/08/2021	ACH4166	1& Done Handyman LLC	\$ 400.00
09/10/2021	ACH4095	FLUID CONTROL SPECIALTIES INC	\$ 398.00
10/22/2021	ACH4210	ATIS Elevator Inspections, LLC	\$ 395.00
10/22/2021	ACH4222	Commercial Fire & Communications	\$ 392.50
09/10/2021	ACH4104	PRO-CHEM INC	\$ 383.44
09/24/2021	ACH4114	ALLIANCE FIRE & SAFETY	\$ 381.50
09/10/2021	ACH4087	CINTAS	\$ 369.46
09/10/2021	ACH4084	CENTURYLINK	\$ 358.65
10/08/2021	ACH4178	CENTURYLINK	\$ 358.65
10/22/2021	39304	VOLUNTARY EXTRA DUTY ACCOUNT	\$ 351.00
09/10/2021	ACH4080	BLUSITE SOLUTIONS OF SOUTHWEST FLORIDA	\$ 343.48
09/24/2021	ACH4120	BLUSITE SOLUTIONS OF SOUTHWEST FLORIDA	\$ 343.48
10/22/2021	ACH4257	PRO-CHEM INC	\$ 341.80
09/10/2021	ACH4108	SARASOTA HERALD TRIBUNE	\$ 341.00
10/22/2021	ACH4255	Palm Printing	\$ 339.00
09/10/2021	ACH4072	1& Done Handyman LLC	\$ 322.64
09/10/2021	ACH4093	FEL-FT MYERS WATERWORKS	\$ 315.75
10/22/2021	ACH4224	Daniel J Roberts (V)	\$ 301.12
09/24/2021	ACH4145	JOHNSON ENGINEERING INC	\$ 300.00
09/24/2021	39268	WOMACK SANITATION INC	\$ 298.00
09/10/2021	ACH4098	Heat Busters Air Conditioning & Heating	\$ 289.00
09/24/2021	39264	TIRE KINGDOM	\$ 277.32
10/08/2021	ACH4181	CINTAS	\$ 273.19
10/08/2021	ACH4167	Adobe Systems Inc	\$ 270.96
10/08/2021	ACH4188	Hostetter Irrigation Inc	\$ 253.53
10/22/2021	ACH4243	JAN-PRO OF MANASOTA	\$ 249.00
09/24/2021	ACH4137	FRONTIER COMMUNICATIONS	\$ 240.98
10/22/2021	ACH4236	FRONTIER COMMUNICATIONS	\$ 240.98
10/22/2021	ACH4227	DSS Services LLC	\$ 240.00
10/08/2021	39275	QUALITY STARTER & ALT SER INC	\$ 238.88

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**CHECK REGISTER: SEPTEMBER & OCTOBER 2021****By Amount Largest to Smallest****PUBLIC FUNDS INTEREST CHECKING (PNC)**

Date	Document Number	Payee Name / Description	Amount
09/10/2021	39246	Manatee County Utilities Department	\$ 233.18
10/08/2021	39274	Manatee County Utilities Department	\$ 231.71
10/08/2021	39276	TEST GAUGE INC	\$ 224.65
09/10/2021	39252	THE SUN	\$ 224.51
10/08/2021	ACH4196	SARASOTA HERALD TRIBUNE	\$ 220.00
09/24/2021	ACH4151	Navitas Credit Corp	\$ 211.58
10/22/2021	ACH4253	Navitas Credit Corp	\$ 211.58
09/24/2021	ACH4152	Pitney Bowes- Lease	\$ 209.85
09/10/2021	39253	Waste Pro Bradenton/Sarasota	\$ 190.00
10/22/2021	39305	Waste Pro Bradenton/Sarasota	\$ 190.00
10/22/2021	39289	FLORIDA DEPT OF ECONOMIC OPPORTUNIT	\$ 175.00
10/08/2021	ACH4183	FEL-FT MYERS WATERWORKS	\$ 173.84
10/22/2021	ACH4264	SUNSHINE ACE HARDWARE	\$ 159.99
10/22/2021	ACH4207	AIRGAS USA LLC	\$ 158.50
10/22/2021	ACH4205	Air Mechanical & Service Corp	\$ 156.00
09/24/2021	ACH4113	AIRGAS USA LLC	\$ 150.05
09/10/2021	39248	SAM'S CLUB	\$ 142.12
09/24/2021	ACH4125	Centurylink 3363	\$ 140.49
10/22/2021	ACH4219	Centurylink 3363	\$ 139.63
09/24/2021	39263	THE SUN	\$ 125.84
09/10/2021	ACH4083	CED - Port Charlotte	\$ 120.12
09/24/2021	ACH4156	SUNSHINE ACE HARDWARE	\$ 116.72
10/22/2021	ACH4268	UPS	\$ 106.66
09/24/2021	ACH4144	JAN-PRO OF MANASOTA	\$ 101.50
10/22/2021	39303	VERIZON WIRELESS	\$ 93.60
09/10/2021	ACH4077	BENCHMARK ENVIROANALYTICAL INC	\$ 92.00
10/22/2021	39282	Braden River Utilities LLC	\$ 87.20
10/22/2021	39292	NaturZone Pest Control	\$ 79.80
09/10/2021	39247	NaturZone Pest Control	\$ 76.00
10/22/2021	39286	DESOTO COUNTY (V)	\$ 75.00
09/24/2021	39267	VERIZON WIRELESS	\$ 72.14
09/24/2021	39254	Braden River Utilities LLC	\$ 69.32
10/22/2021	39294	PETTY CASH - ADMIN	\$ 61.34
09/24/2021	ACH4157	SUNSHINE STATE ONE CALL OF FL INC	\$ 57.98
10/22/2021	ACH4265	SUNSHINE STATE ONE CALL OF FL INC	\$ 57.98
09/10/2021	ACH4112	UPS	\$ 52.42
10/22/2021	ACH4211	BATTERIES PLUS BULBS #451	\$ 51.80
10/08/2021	ACH4185	George Pennell (V)	\$ 50.00
09/10/2021	ACH4089	COLE-PARMER INSTRUMENT CO	\$ 40.91
10/08/2021	39270	BILL'S BOTTLED WATER SERVICE	\$ 32.25
09/24/2021	ACH4133	FEL-FT MYERS WATERWORKS	\$ 31.12
10/08/2021	ACH4201	UPS	\$ 23.15
10/22/2021	39281	BILL'S BOTTLED WATER SERVICE	\$ 21.75
10/22/2021	39293	PETTY CASH	\$ 20.00
10/08/2021	39278	VERIZON WIRELESS	\$ 19.75
10/22/2021	ACH4233	FEL-FT MYERS WATERWORKS	\$ 18.50
09/10/2021	39241	FLORIDA DEPARTMENT OF STATE	\$ 16.80
09/24/2021	ACH4162	UPS	\$ 16.20
10/22/2021	39287	DEX IMAGING	\$ 8.00
09/10/2021	39250	SHERIFF OF MANATEE COUNTY	\$ 5.00
10/22/2021	39302	U.S. TENT RENTAL INC.	\$ -
Total			6,465,192.94

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
CHECK REGISTER: SEPTEMBER & OCOTBER 2021

CONSTRUCTION CHECKING (PNC)

Date	Document Number	Payee Name / Description	Amount
09/24/2021	CACH185	HAZEN AND SAWYER	\$ 2,457.90
09/24/2021	CACH186	TKW CONSULTING ENGINEERS INC	\$ 24,551.45
10/22/2021	CACH1187	HAZEN AND SAWYER	\$ 5,344.30
10/22/2021	CACH188	TKW CONSULTING ENGINEERS INC	\$ 13,598.75
Total			\$ 45,952.40

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

CHECK REGISTER: SEPTEMBER & OCTOBER 2021

Alphabetically by Vendor

CONSTRUCTION CHECKING (PNC)

Date	Document Number	Payee Name / Description	Amount
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10/22/2021	CACH1187	HAZEN AND SAWYER	\$ 5,344.30
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10/22/2021	CACH188	TKW CONSULTING ENGINEERS INC	\$ 13,598.75
Total			\$ 45,952.40

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

CHECK REGISTER: SEPTEMBER & OCTOBER 2021

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10/22/2021	CACH1187	HAZEN AND SAWYER	\$ 5,344.30
09/24/2021	CACH185	HAZEN AND SAWYER	\$ 2,457.90
Total			\$ 45,952.40

***PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
December 1, 2021***

**ROUTINE STATUS REPORTS
ITEM 3**

Peace River Regional Reservoir No. 3 (PR³) Feasibility and Routing Study

ROUTINE STATUS REPORTS ITEM 3

Project Status Report

Project: Peace River Regional Reservoir No. 3 (PR³) Project

Date: December 1, 2021

Prepared by: Terri Holcomb, PE, Resource Management and Planning Manager

Project Description

The key to use of seasonally available surface water as a reliable public water supply is the ability to harvest and store large volumes of water during relatively short periods of availability. The Peace River facility utilizes off-stream raw water reservoirs, and an aquifer storage and recovery system to support use of supplies skimmed from the Peace River as an alternative water supply, reliably meeting much of the drinking water needs in the District's southern water planning area. The Peace River Reservoir No. 3 (PR³) Project will include a third off-stream raw water reservoir (minimum 6 BG capacity) at the Peace River site in DeSoto County, expanded river intake capacity and connecting pipelines.

The Reservoir No. 3 Project is supported by the Authority's Water Use Permit (20 010420.010) issued February 26, 2019 which authorized increasing the maximum daily withdrawal from the Peace River from 120 MGD to 258 MGD to enhance the capture and storage of excess flows during the wet season. The increase in withdrawal will facilitate gaining additional drinking water supply yield from this system. In addition, the Authority's 2020 Master Water Supply Plan identified an additional 15 MGD in alternative water supply capacity development is available from the Peace River Facility Expansion Project, inclusive of the PR3 Project. The Southwest Florida Water Management District is funding this portion of the PR3 Project in the amount of \$625,000.

Current status

Work Order No. 1 'Siting and Feasibility Phase Services on the Peace River Regional Reservoir (PR³) Project' with HDR Engineering, Inc. includes wetland and floodplain mitigation evaluations; geotechnical and geological explorations and evaluations; identification and development of permitting plans; development of a decision support framework to evaluate Project alternatives, and production of a Feasibility and Siting Report. Board Approval of the Work Order No. 1 – Siting and Feasibility Phase Services in the amount of \$1,499,983.20 occurred on August 5, 2020 with a completion date of December 21, 2021. The Project is currently on schedule and budget.

Project History Briefing

Project: Peace River Regional Reservoir No. 3 (PR3) Project

Date: December 1, 2021

Prepared by: Terri Holcomb, PE, Resource Management and Planning Manager

The following information summarizes the historical milestones and key events to date of the Peace River Regional Reservoir No. 3 (PR3) Project.

- August 2020 Board approved the Agreement for Professional Services Related to the Peace River Regional Reservoir (PR3) Project with HDR Engineering as well as Work Order No. 1 – Siting and Feasibility Phase Services under the Agreement on August 5, 2020. Completion of the is Work Order is December 2021 and has a fee in the amount of \$1,499,983.20.
- September 2020 Project Kick-Off and Chartering Meeting was held on September 3, 2021 at the PRF/virtually. HDR, SWFWMD, and Authority staff were present. An Environmental Reconnaissance/Site Visit to the RV Griffin Reserve was performed by HDR on September 22, 2020.
- October 2020 The Decision Criteria and Weighting Workshop was held on October 1st and 2nd at the finish tower at Nathan Benderson Park in Sarasota. The first PR3 Project progress meeting was held on October 7th, followed by the first Environmental Investigation Workshop, held virtually and in person at the PRF.
- November 2020 Monthly Progress Meeting was held on November 12th with a meeting to review the draft presentation for the December Board meeting following. Data Requests and Report Collection activities continued through November.
- December 2020 A Project Update/Presentation was made to the Board on December 2nd. Technical Memorandum No. 2.1 was received on December 10th. Monthly Progress Meeting was held on December 10th followed by the Intake Siting Workshop. The Workshop was held at the PRF/virtually. HDR, SWFWMD, and Authority staff were present.
- January 2021 The Monthly Progress Meeting was held on January 14th, followed by the Hydraulics/Operational Considerations Workshop. The Workshop was held at the PRF/virtually. HDR, SWFWMD and Authority staff were present.

- February 2021 Three initial hydraulic configurations options were provided to the Authority for review and comment on February 5th with comments provided to HDR on February 23rd. On February 10th a virtual project overview/introduction meeting was held with FDEP Dam Safety and Program Administration staff from Tallahassee and Fort Myers. The Monthly Progress Meeting was held on February 11th.
- March 2021 The Consultant was on-site at the RV Griffin Reserve for their 3rd field review on March 9th. Following the Monthly Progress Meeting held on March 11th, a virtual meeting was held with representatives from CHNEP to identify any opportunities for regional mitigation partnerships.
- April 2021 A Draft Report on the Reservoir Siting Alternatives and Initial Consideration was received on April 2nd for Review. The Monthly Progress Meeting was held on April 14th in conjunction with a presentation on the Envision Certification Program. A pre-application meeting with the FDEP was also held on April 14th. The Draft Technical Memorandums on System Configuration Hydraulic Evaluations and Water Quality Considerations (Tasks 5.2 and 5.3 respectively were received on April 23rd. Received response on April 30th from FDEP confirming Alternative sites 1,2 and 3 for the intake and pump station along the Peace River would be retained by the ASACE – Site 4 (Jernigan Road) would fall under the FDEP review.
- May 2021 The Monthly Progress Meeting was held on May 13th. The Draft Technical Memorandum on Cultural Resources and Permitting Plan (Task 3.3 and 3.4 Respectively) was received on May 13th.
- June 2021 The Monthly Progress Meeting was held on June 10th. Meeting with Florida Fish & Wildlife June 16th to discuss restoration opportunities on Orange Hammock Ranch. Decision criteria workshop held at the PRF June 29 & 30. Received draft Technical Memorandum on property acquisition considerations June 25th and Construction Considerations and Access on June 30th.
- July 2021 Received Tech Memo on potential floodplain impacts from new reservoir and intake development on July 7. Project Meeting on intake siting held July 29.

- August 2021 The Monthly Progress Meeting was held on August 12th, 2021. The following deliverables were received:

 - ✓ August 19th: Final TM No. 6 – Property Acquisition and Considerations
 - ✓ August 23rd: Final TM No. 4 – Geologic and Geotechnical Considerations
 - ✓ August 27th: Final TM No. 3.3_3.4 – Cultural Resources and Permitting Plan
 - ✓ August 27th: Final TM No. 3.5 – Wetland Evaluation and Wildlife Assessment
 - ✓ August 30th: Final TM on Floodplain and Floodway Impacts
 - ✓ August 31st: Final TM No. 3.2 – Environmental Impacts and Mitigation Opportunities

- September 2021 The Monthly Progress Meeting was held on September 9th, 2021. The following deliverables were received:

 - ✓ September 10th: Final TM No. 7 – Construction Considerations
 - ✓ September 15th: Draft TM No. 5 – Hydraulics, Water Quality and Operational Considerations
 - ✓ September 15th: Draft TM No. 2.2 – Decision Support for Alternatives Evaluation

- October 2021 The Monthly Progress Meeting was held on October 7, 2021. The following deliverables were received:

 - ✓ October 25: Final TM No. 2.2 – Decision Support for Alternatives Evaluation

- November 2021 The following deliverables were received:

 - ✓ November 2: Draft Feasibility and Siting Report
 - ✓ November 3: Presentation at Professional Staff Meeting to provide progress update on the project

***PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
December 1, 2021***

**ROUTINE STATUS REPORTS
ITEM 4**

Regional Integrated Loop System Phase 2B & 2C Feasibility and Routing Study

Project Status Report

Project: Regional Integrated Loop System Phase 2B & 2C Pipelines Feasibility and Routing Study

Date: December 1, 2021

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

The following information summarizes the project description and current status. (see attached general project area figure).

Project Description

The Regional Integrated Loop System Phase 2B/2C Pipeline(s) Feasibility and Routing Study Project will evaluate the route options to provide a second (southern loop) plant-to-plant connection between the Peace River Facility and the Sarasota County Carlton Water Treatment Facility. The regional interconnect project will consist of large diameter transmission main and may also include storage, chemical trim and repumping stations at strategic locations. The Phase 2B and 2C pipelines are anticipated to be approximately 10- and 14-miles in length respectively.

The project scope includes:

- Development of conceptual routes and feasibility analysis of routes
- Determination of pipe sizes, delivery requirements and interconnection points
- Pumping and storage requirements
- Water quality consideration
- Estimated project costs

As currently envisioned, the Phase 2B pipeline will begin at the terminus of the Phase 2 Interconnect Pipeline at Serris Blvd., about 2-miles east of the intersection of Charlotte, Desoto and Sarasota counties. The Phase 2B then continues west ending near the City of North Port's Myakkahatchee WTP. The Phase 2C Pipeline will begin and the terminus of the Phase 2B pipeline and continue westward before crossing the Myakka River then northward, crossing 1-75 and terminating at the Carlton WTF. The Board approved the Contract for Professional services with Kimley-Horn Associates for the Phase 2B/2B Feasibility and Routing Study Project on December 2, 2020 and Kimley-Horn (KH) was issued the Notice-to-Proceed on January 6, 2021. Project completion is 15-months from the NTP date.

Current status

The Route Evaluation Workshop was held by KH on October 22, 2021 and attended by Authority staff. Discussion at the workshop included permitting evaluation, route(s) segment GIS database analysis, and weighting factors for non-direct cost criteria and evaluation methodology. KH is currently working on the analysis of feasible alternative alignments and drafting the project Final Report.

Project History Briefing

Project: Regional Integrated Loop System Phase 2B & 2C Pipelines Feasibility and Routing Study

Date: December 1, 2021

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

The following information summarizes the historical milestones and events of the Regional Integrated Loop System Phase 2B & 2C Pipelines Feasibility and Routing Study

- June 23, 2020 - The Authority advertised for Consultant Statement of Qualifications (SOQs) for professional engineering services for the Feasibility and Routing Study.
- July 9, 2020 – Addendum No. 1 was sent to Consultants expressing interest.
- July 24, 2020 – Six SOQ packages were timely received, including in alphabetical order:
 - AECOM Technical Services
 - Ardurra Group
 - Black & Veatch Corp.
 - Kimley-Horn Associates (KH)
 - Stantec Consulting Services
 - TKW-Consor Consulting Engineers
- August 11, 2020 – The Authority Professional Selection Evaluation Committee Meeting was held and the top three consultants were short listed, including Ardurra Group, Kimley-Horn Associates and Black & Veatch Corp.
- September 2, 2020 – The Professional Selection Evaluation Committee interviewed short listed consultants, and Kimley-Horn was selected
- September 9, 2020 – A Notice of Intended Decision (NOID) to award the Project to Kimley-Horn was posted on the Authority web site.
- September 30, 2020 – The Authority Board Approved the selection of Kimley-Horn and approved the Executive Director to negotiate the Contract scope and fee with Kimley-Horn.
- December 2, 2020 - The Authority Board approved the Contract for Professional Services with Kimley-Horn for the Phase 2B & 2C Feasibility and Routing Study and for the Executive Director to approve Work Order 1 for an amount not to exceed \$399,960.

- January 6, 2021 - The Notice to Proceed (NTP) was issued to Kimley-Horn with a completion time of 15-months from the NTP date. The NTP was issued at the project kickoff meeting.
- January 6, 2021 – The project kickoff meeting was held at the Authority’s Lakewood. It was attended by Authority Staff, SWFWMD and the Kimley-Horn Team. Key discussion items included, the project schedule, data requests, and an overview of the KH project plan.
- January 29, 2021 – The Cooperative Funding Agreement between the Authority and Southwest Florida Water Management District was executed for \$400,000.
- February 4, 2021 - A project status meeting was held. Route alternatives for 2B/2C pipelines were presented by Kimley-Horn and discussed. It was attended by Authority Staff and SWFWMD.
- February 12, 2021 – A coordination meeting was held with Charlotte County Utilities to discuss route alternatives and to solicitate feedback from Charlotte and their modeling consultant who is updating the Charlotte County Water Master Plan including their hydraulic model. The meeting was led by KH, and attended by Authority staff, and SWFWMD.
- February 23, 2021 – A joint Phase 2B/2C and Phase 3C Regional Hydraulic Model Overview meeting was held to discuss the Integrated Regional Water Supply Plan 2020 Update modeling effort performed by HDR. The modeling effort discussion was led by HDR and modelers from Kimley-Horn (2B/2C) and Wade Trim (3C) were in attendance as well as Authority staff and SWFWMD. Key discussion items included validation of the PRMRWSA model, key connection points, contracted pressures/demands and coordination with new/updated customer models.
- March 5, 2021 – Workshop 1_Demands and Criteria was held to discuss projected water demands and evaluation criteria. The workshop was led by Kimley-Horn, and included Authority staff, and SWFWMD. Criteria for demands, future customer demands, emergency demands and pipe sizing considerations were discussed.
- March 15, 2021 - A coordination meeting was held with Sarasota County to discuss route alternatives and to solicitate feedback. The meeting was attended by Sarasota County staff, KH, SWFWMD and Authority staff.
- March 26, 2021 – A coordination meeting was held with the City of North Port to discuss route alternatives and to solicitate feedback. The meeting was attended by City, KH, SWFWMD and Authority Staff.
- April 4, 2021 - A coordination meeting was held with the Englewood Water District to discuss route alternatives and to solicitate feedback. The meeting was attended by District, KH and Authority Staff.

- April 22, 2021 - A joint 2B/2C and 3C meeting was held to discuss the basis of route evaluation for non-cost criteria. The meeting was attended by KH, Wade Trim, and Authority Staff. Non-cost criteria will focus on, constructability, public/stake holder impacts, safety, O&M considerations, consistency with long range planning, environmental and permitting complexities, land requirements and impacts to cultural resources.
- May 12, 2021 - A project progress meeting was held. Discussion focused on scenarios for developing future demands and emergency demands for the phase 2B/2C pipelines.
- May 18, 2021 – A route reconnaissance drive through was performed to develop data for non-cost criteria such as constructability, public/stake holder impacts, land requirements and safety for route alternates analysis. Alternate routes are based on KH analysis, the 2006 Regional Integrated Loop Feasibility Study, other past studies, the 2020 Integrated Regional Water Supply Plan and feedback from discussion with stake holders along the 2B/2C pipeline(s) alignment.
- May 28, 2021 – KH met with Authority to discuss their Board Presentation for the June 2nd board meeting.
- June 2, 2021 – Board Meeting – KH presented a project update, route alternatives and feedback from regional members and customers.
- June 29, 2021 – KH submitted a draft of Technical Memorandum No. 1 (TM1) summarizing their work effort to date. TM1 discusses, integrated pipeline capacity/demands and sizing, reviews local transportation development planning, and presents alignment alternatives for further analysis. TM1 is currently being reviewed by the Authority. A follow up Work Shop for TM1 is scheduled in early August, prior to finalization, of the memorandum.
- July 19, 2021 – KH met with the Authority to discuss feedback from the Authority on the draft Technical Memorandum No. 1 including future demands, the Standard Operating Protocol procedures for regional emergencies, and alternative alignments based on earlier discussions with regional customers.
- August 4, 2021 – KH met with the Authority to discuss progress on the GIS criteria data base development for 2B/2C alternative route alignments. Each route has been subdivided into segments for analysis and evaluation.
- August 23, 2021 – A meeting was hosted by Charlotte County/Jones Edmunds, with KH and the Authority to discuss the progress of the Charlotte County Potable Water Master Plan. The discussion included updated demand projections for Charlotte County and routing alternatives.
- August 24, 2021 – KH met with the Authority to discuss the 8/23/21 meeting with Charlotte County regarding the updated potable water demand projections and potential routes discussed with Charlotte County.

- September 8, 2021 – A meeting was led by Kimley Horn, with Authority and SWFWMD staff, to discuss KH’s updated Technical Memorandum No. 1 (TM1) for the Feasibility and Routing Study for the 2B/2C pipeline project based upon earlier feedback from the Authority on July 19th and a subsequent meeting with Charlotte County on August 23rd. The discussion included updated Charlotte County Water Master Plan demand projections and alternative routes for crossing the Myakka River via horizontal directional drill (HDD).
- September 14, 2021 – the Authority met with KH and their environmental subconsultant EarthBalance to discuss potential impacts of Conservation easements along Phase 2B/2C route alignments being considered at locations for HDD crossing of the Myakka River.
- September 30, 2021 - the Authority met with KH to provide and discuss Authority feedback on the TM1 final draft.
- October 20, 2021 – The Authority developed non-direct cost criteria evaluation weights to be applied by KH in their analysis for determining route feasibility. Opinions for non-direct cost evaluation weights was provided by Authority staff from Engineering, Operations, Maintenance, Construction and Water Resources departments. Non-cost criteria included, constructability, public impacts, safety, operations and maintenance, consistency with long range planning, environmental permitting complexities, land requirements, and impacts to cultural resources.
- October 22, 2021 – The Route Evaluation Workshop was held with KH and Authority staff to discuss permitting evaluations, route segment data collected in GIS, weighting factors for non-direct cost criteria and evaluation methodology. KH has subdivided potential route alignments into approximately 50 segments. The GIS data base will be used to quantify impacts on non-direct cost factors for each segment. Based on evaluation, segments will then be consolidated to develop a shortlist of feasible route alignments for the Phase 2B and Phase 2C pipelines. KH presented GIS data for several segments at the meeting for discussion.
- October 26, 2021 – KH submitted TM1 which will be included as an appendix in the Final Report.
- November 2021 – KH has been corresponding with SWFWMD to schedule a meeting to discuss permitting/easements for route segments west of the Myakka River on SWFWMD property. A meeting with the Real-Estate and Land Use Section is anticipated in late November or early December.

Peace River Manasota Regional Water Supply Authority Regional Vision for 2035



***PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
December 1, 2021***

**ROUTINE STATUS REPORTS
ITEM 5**

Regional Integrated Loop System Phase 3C Feasibility & Routing Study

Project Status Report

Project: Phase 3C Pipeline Feasibility and Routing Study

Date: December 1, 2021

Prepared by: Richard Anderson, Director of Operations

Project Description

The intent of the Regional Integrated Loop Phase 3C Pipeline Project is to deliver water from the terminus of the Phase 3B Regional Interconnect on Clark Road near Cow Pen Slough to the general vicinity in Sarasota/Manatee Counties of University Parkway Booster Pump Station near Lockwood Ridge Road. This project 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.

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.

The Southwest Florida Water Management District is funding this portion of the Phase 3C Project in the amount of \$300,000.

Current Status

Work Order No. 1, 'Feasibility and Routing Study for the Regional Integrated Loop Phase 3C Pipeline Project with Wade Trim, Inc was approved by the Authority Board on December 2, 2020 in the amount of \$599,970. Notice-To-Proceed was issued on January 7, 2021 with scheduled completion of Work Order No. 1 on April 6, 2022. The Project is currently on schedule and budget.

Project History Briefing

Project: Phase 3C Pipeline Feasibility and Routing Study

Date: December 1, 2021

Prepared by: Richard Anderson, Director of Operations

The following information summarizes the historical milestones and key events to date of the Feasibility and Routing Study for the Regional Integrated Loop Phase 3C Pipeline Project.

- December 2020 Board approved the Agreement for Professional Services and Work Order No. 1 related to the Feasibility and Routing Study for the Regional Integrated Loop Phase 3C Pipeline Project with Wade Trim, Inc. Completion of the is Work Order is April 2022 and has a fee in the amount of \$599,970.
- January 2021 Notice to Proceed and Project Kick-Off Meeting was held on January 7, 2021 at the Lakewood Ranch offices. Wade Trim, Ardurra, SWFWMD, and Authority staff were present or participated virtually.
- February 2021 Wade Trim established a preliminary project schedule and initiated bi-monthly project meetings. A list of requested data was also developed and data transfers between the Authority and Consultant began. A joint Phase 3C/Phase 2B-2C Projects meeting was held on February 23rd to review the Regional Hydraulic Pipeline model to insure both projects shared common information.
- March 2021 Progress Meeting was held on March 4th. Consultant staff beginning analysis on preliminary routes. Wade Trim submitted a formal project schedule on March 15th.
- April 2021 Progress Meetings were held on April 6th and April 20th. Consultant staff continuing analysis on preliminary routes. Stakeholder meetings were held with Sarasota County on April 13th and Manatee County on April 27th. Input from both Members will be included in the route analysis.

- May 2021 Progress Meetings were held on May 4th and May 20th. Consultant staff refining analysis on preliminary routes based on stakeholder input. Additional stakeholder meetings with FPL and Hi Hat Ranch to discuss routing options in process.
- June 2021 Consultant Staff provided a project update the Peace River Board on June 2nd. A stakeholder meeting with Hi Hat Ranch was held on June 10th to discuss potential pipeline routes near the Hi Hat development. Progress Meeting was held on June 15th. Consultant staff continuing analysis on preliminary routes. Consultant staff has coordinated with HDR Engineering to verify the hydraulic model is operating as intended.
- July 2021 Progress Meeting was held on July 13th. Hydraulic modeling results were presented and discussed as well as pipeline route options proposed by Hi Hat Ranch development group. A Route Shortlisting Workshop was scheduled for July 29th.
- August 2021 Progress Meetings were held on August 10th and August 24th. Preliminary site plans for potential pump station locations were provided along with setback and zoning categories for the different parcels. Modeling results with system pressure contours were distributed to the team. Results show it is possible to deliver up to 30 MGD to Manatee County in emergency conditions. Ardurra to look at modeling parameters more closely to identify possible flow errors.
- September 2021 Progress Meeting was held on September 14th. Reviewed draft pumping station site sketches for Hi Hat Ranch and 450 DK, LLC locations. Hydraulic modeling continues by Ardurra. Ardurra staff requested information on Authority meter locations to compare flows. Individual maps of shortlisted routes were distributed to the group for review. Next progress meeting scheduled for September 28.

- October 2021
Progress Meetings were held on October 13th and 26th to evaluate viable routes and segments, and potential pumping station locations. Hydraulic modeling continues by Ardurra. An easement and routing meeting was held on October 27th with Florida Power & Light to discuss co-location options within or adjacent to the FPL corridor. Indications are the FPL is unlikely to grant a permanent easement within their corridor. An internal follow up meeting was held on October 29th to discuss alternate easement and right of way options.
- November 2021
An initial Routing Shortlist Meeting was held on November 9th. Staff reviewed and ranked potential routes for discussion. Wade Trim will revise route maps and create route “segments” based on staff ranking of the various alternatives. Peace River staff met with Manatee County Utilities senior staff on November 17th for a project overview and discussion of the County’s water needs in the future. Next progress meeting scheduled for November 23rd.

***PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
December 1, 2021***

**ROUTINE STATUS REPORTS
ITEM 6**

Project Prairie Pump Station Acquisition and Modification

Project Status Report

Project: Project Prairie Pump Station Acquisition and Modification Project

Date: December 1, 2021

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

The following information summarizes the project description and current status. (see attached general project area figure).

Project Description

The Project Prairie Pump Station Acquisition and Modification project includes the regional purchase of the Pump Station and Storage Facilities from DeSoto County, and modifications to integrate the facility into the regional transmission system. The Facility is strategically located to support current and future regional water supply operations. The project is co-funded by the SWFWMD and the State of Florida. The estimated project cost including the purchase from Desoto County, Design and Construction of Facility modifications is \$1,275,000. This is a Capital Improvements Project (CIP).

The Facility is located on corner of U.S.17 and S.W. Enterprise Blvd. in DeSoto County, and is adjacent and connected to the regional DeSoto County RTM and the bi-directional Phase 1 Regional Interconnect Pipeline. The Phase 1 provides a plant-to-plant connection between the Peace River Facility, and the Punta Gorda Shell Creek Water Treatment Facility located in Charlotte County.

Current Operations:

- Regional pipelines (DeSoto RTM or Phase 1) fill the 0.5-MG finished water storage tank – water source either the Peace River Facility or the Shell Creek Facility. Under normal operational conditions water is received from Peace River.
- DeSoto County trims chemical disinfection as needed and pumps water from the storage tank north into their distribution pipeline.

Future Operation:

- Increase Facility flexibility to be able to receive water from Peace River, Shell Creek or DeSoto County, trim and repump water, north, south, or east as needed.
- Provide capabilities to bypass the storage tank and repump, or bypass the facility; as determined by, operations and maintenance, or emergency conditions.
- Provide other capabilities per the Project Prairie Facilities Operational Protocol.

Project Scope:

- Modifications to facility piping and yard piping.
- Upgrades to disinfection chemical(s) storage and feed capabilities.
- Upgrades to SCADA interface, including a new radio and antenna.
- Evaluate existing meters and meter assemblies and make necessary modifications.

Current status

At the October 1, 2021 meeting the Authority Board approved the Interlocal Agreement, purchase and sale agreement and Operational Protocol for regional acquisition of the facilities. DeSoto County BOCC action on the sale of the facilities is expected in December.

Project History Briefing

Project: Project Prairie Pump Station Acquisition and Modification Project

Date: December 1, 2021

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

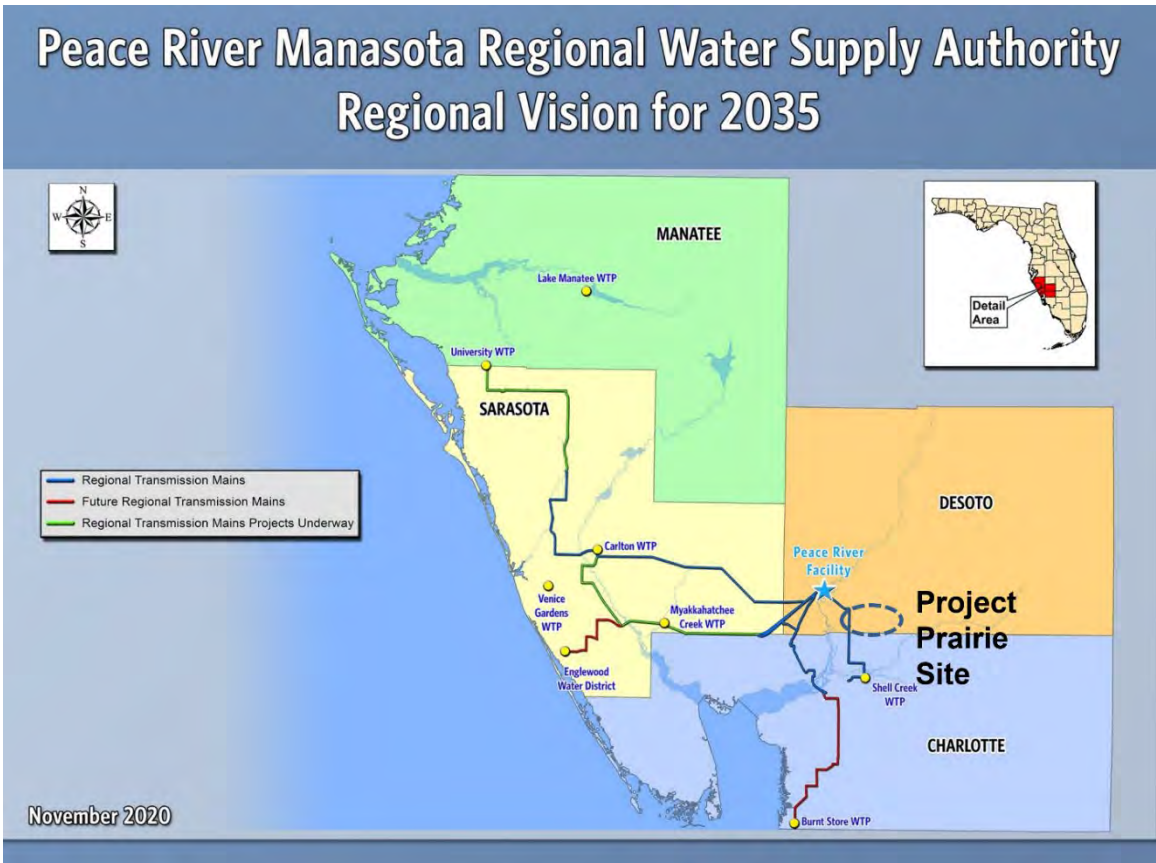
The following information summarizes the historical milestones and events of the Project Prairie

October 1, 2021 – The Interlocal Agreement, Purchase and Sale Agreement, and Operational Protocol for the acquisition of the Facility from DeSoto County was presented to the Board. Proposed funding sources include \$200,000 from the State of Florida, and \$537,500 each from the Authority and SWFWMD. The total project cost is \$1,275,000.

October 12, 2021 – Authority staff had a meeting to discuss the project and potential modification to the facility. Next steps include an internal meeting with Authority Operations and Maintenance staff, and meeting with DeSoto Operations staff. Upon Board approval of the project, a meeting will be held with the Ardurra (FKA King Engineering). Ardurra designed the Phase 1 Pipeline project which originally included yard piping alternates. The alternates were subsequently removed from the Phase 1 Pipeline final design package due to overall project cost uncertainty. Ardurra is an Authority as needed consultant.

October 12, 2021 – The FDEP Grant Agreement (LPA0208) was executed by the State. The Grant Agreement will be included on the December 1, 2021 Board Meeting agenda for Board approval.

November 23, 2021 – A meeting between Authority staff and DeSoto County staff is scheduled to discuss the upcoming project and operations of the Facility. In accordance with the acquisitional agreements between the Authority and DeSoto County, DeSoto County Utilities will continue to operate the Facility, subsequent to the purchase.



***PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
December 1, 2021***

**ROUTINE STATUS REPORTS
ITEM 7**

Peace River Basin Report

MEMORANDUM

TO: Board Members and Mike Coates
FROM: Doug Manson, Laura Donaldson, and Paria Shirzadi Heeter
RE: Peace River Basin Report
DATE: November 15, 2021

Mosaic Fertilizer, LLC- Bartow Facility Leak/Crack (North Gypsum Stack & South Gypsum Stack)

On December 9, 2020, Mosaic Fertilizer, LLC (“Mosaic”) notified the Department of Environmental Protection (“DEP”) of a liner tear at the Bartow Facility on the southeast corner of the North Pond of the North Gypsum Stack (“NGS”). Following further inspection, additional tears were discovered in the same area. On January 22, 2021, DEP received, for its review, a repair plan prepared by Mosaic’s third-party engineer, Ardaman & Associates, Inc. (“Ardaman”). The plan included repair of the liner as well as additional improvements for process water management. On February 1, 2021, DEP staff met with Mosaic to discuss details of the plan and requested additional information. On February 15, 2021, Mosaic submitted the requested additional clarifications on the liner repair and water management improvements to be performed under Best Management Practices (“BMP”) plan requirements. On March 2, 2021, DEP issued a letter stating that a review of the information submitted in the January 22, 2021 plan and February 12, 2021 letter (referred to collectively as “Liner Repair and BMP improvements plan”) indicates that the proposed activities are adequate to address the liner repair needs as well as BMP provisions for improved water

management, and that Mosaic may proceed with implementing the approved Liner Repair and BMP improvements plan.

On April 5, 2021, an Ardaman engineer inspected the area and provided the following comments to DEP: on the east side of the NGS, an approximately 80 foot long thin crack (less than 1 inch) was observed (below the crest of the dike near the area that is being repaired on top of the stack) and, along the alignment of the crack, two 1-foot wide erosion features were located; on the west side of the NGS, a 5-foot long thin crack (less than 1 inch) that was not visible, and is approximately 3 feet deep, was located at about 15 feet below the crest of the dike; both cracks were dry with no indication of process water seepage or fresh water exiting the cracks; and the cracks in the area are attributed to differential settlement of the gypsum and were widened along the two features as a result of rainfall infiltration. The April 5, 2021 comments also stated that the cracks can be repaired using the following general procedure: excavate a trench along the length of the crack; fill any erosion voids with cement grout; place a soil cover over the width of the trench; and sod the disturbed area. It was also explained that the area will continue to be inspected daily until the repair is complete. Mosaic has been submitting weekly updates to DEP on the crack repair status. The July 14, 2021 weekly update stated that all the repair work was complete, that Mosaic had requested Ardaman prepare the as-built and repair completion report and certification (which Mosaic will submit to close out the critical condition), and requested to discontinue the weekly emails to DEP.

Then, on July 27, 2021, Mosaic informed DEP that, while performing a routine inspection that day, Mosaic observed a condition—process water present in the lined ditch and a suspected liner tear nearby in the lined stormwater drainage ditch—in the southwest corner of the South

Phosphogypsum Stack (“SGS”) that constitutes a suspected critical condition. Upon discovery, Mosaic installed a berm downstream in the ditch to block flow from entering the stormwater system and also began operating two pumps to return water in the ditch to the process water system. Mosaic explained that enhanced inspections and monitoring will be performed until the source of the process water is identified and addressed, and that any tears found will be repaired. Mosaic also stated that it responded in a prompt manner, and there was no immediate risk to the environment or slope stability. On August 4, 2021, Mosaic submitted a repair plan to DEP outlining the steps taken and to be taken to repair the suspected liner tear.

In addition, on August 18, 2021, Mosaic informed DEP that, on August 17, 2021, Mosaic observed a condition at the northeast corner of the SGS that constitutes a critical condition. The condition observed was a surface crack (appearing to be no more than 18 - 24 inches wide and 4 - 6 feet deep) in the outer slope of a closed section of the SGS. Mosaic’s correspondence stated that Mosaic responded in a prompt manner, and there was no immediate risk to the environment. It also explained that this crack will be repaired and Mosaic will provide confirmation once the repair is complete. Mosaic has been providing daily updates and weekly reports to DEP regarding the July 27 and August 17, 2021 observed critical conditions.

Additionally, on September 23, 2021, during an inspection pursuant to Mosaic’s exposed liner inspection program, Mosaic observed 10 tears in the lined ponds on top of the NGS that constitute a critical condition. Mosaic’s correspondence to DEP notifying them of the critical condition explained that all damage was above the water line, Mosaic responded in a prompt manner, there was no immediate risk to the environment, and that the areas will be cleaned and repaired.

The Bartow Facility is located at 3200 State Road 60 West in Polk County, at the boundary line of the Peace River watershed and over 50 miles away from the Peace River Regional Water Supply Authority Facility. However, one of the Bartow Facility's outfalls (Outfall D-002) discharges treated process wastewater, non-process wastewater, and stormwater to an unnamed ditch that flows to Six Mile Creek, which ultimately enters the Peace River.

Mosaic Fertilizer, LLC- Bartow Facility Gypsum Slurry Release

On July 10, 2020, Mosaic discovered and reported a release of phosphogypsum slurry at the Bartow Facility due to a ruptured phosphogypsum slurry pipeline crossing under SR 60. The release was discovered in the vicinity of SR 60 West, approximately 1.25 miles east of Bonnie Mine Road. On July 16, 2020, pond water was found to be flowing from a location just east of the substation on the north side of Hwy 60 (inside of Mosaic's fence) into the excavated area to the east and was believed to be associated with the original event that occurred on July 10, 2020. On July 15, 2020, Mosaic submitted a report providing additional information regarding the specific pipeline that was the source of the release and: outlining the progress of ongoing recovery and cleanup actions; clarifying that the release did not migrate off Mosaic's property; and stating that containment berms were placed as a proactive measure to ensure containment of the release onsite. DEP performed follow up site visits on July 16 and 31, 2020, to observe the status of clean-up operations and found that over 90 percent of the gypsum slurry in impacted areas on the North and South of SR 60 had been removed and the underlying soil was being treated by lime prior to placement of clean soil. On July 24, 2020, DEP issued Warning Letter #WL 20-001PM53WRM advising Mosaic that the release may have resulted in possible violations of Florida statutes and DEP rules and that a conductivity system (for detecting potential leaks of the inner phosphogypsum slurry line) appears to not have

been properly operated or maintained in accordance with permit conditions. On December 23, 2020, following Mosaic's submittal of an initial groundwater assessment and notice that the slurry line repairs were completed, DEP approved Mosaic's request to terminate the weekly reporting.

On January 20, 2021, Mosaic submitted a summary report ("Gypsum Line Release Summary Report") that reported on key aspects of Mosaic's investigation of the gypsum line failure incident findings and identifying corrective actions. On February 25, 2021, DEP published notice of agency action of entering into a Consent Order (OGC File No. 21-0104) with Mosaic addressing the violations resulting from the slurry line release. The Consent Order requires Mosaic to complete all remaining corrective actions as listed in the Gypsum Line Release Summary Report within 180 days of the Consent Order's effective date (February 17, 2021), and to provide a final report documenting the results of the investigation and the completion of all corrective actions within 240 days of the Consent Order's effective date (February 17, 2021). The Consent Order also requires Mosaic to: submit a groundwater quality monitoring plan to document and evaluate groundwater quality in the affected areas north and south of where the gypsum pipelines pass beneath SR 60; submit monthly progress reports; pay \$13,000 in civil penalties and for DEP costs/expenses; and pay stipulated penalties of \$1,000/day for violations of the Consent Order's requirements.

In accordance with the requirements of the Consent Order, on March 2, 2021, Mosaic submitted a check for \$13,000 to DEP and, on March 17, 2021, submitted a SR 60 Groundwater Quality Monitoring Plan ("SR 60 Plan") to DEP for review and approval. The SR 60 Plan was developed to evaluate the groundwater quality in the vicinity of the phosphogypsum stack, and associated stack system elements maintained as part of the Bartow Facility's operations, and to determine if the phosphogypsum slurry release affected the groundwater quality. The SR 60 Plan

explains that, in accordance with the Consent Order, a SR 60 Groundwater Protection Recommendations Report will also be prepared and submitted to DEP documenting the results of the groundwater quality monitoring and associated findings and including any recommendations of additional assessment, monitoring, or active groundwater treatment, based on the monitoring results. It also explains that if results of the groundwater quality monitoring indicate the phosphogypsum slurry release did not adversely affect the existing groundwater chemistry in the area of the release, Mosaic will request approval of a “no further action” status for the July 10, 2020, discharge. After initial review of the SR 60 Plan, DEP requested additional information from Mosaic, and Mosaic submitted the requested additional information on September 7 and 14, 2021. On September 16, 2021, DEP approved the SR 60 Plan (and the September 2021 additional information now incorporated in the SR 60 Plan) for implementation.

Additionally, on September 14, 2021, Mosaic submitted its final monthly progress report to DEP under the Consent Order indicating all of the required corrective actions have been completed and that Mosaic is working on the Final Report.

The Bartow Facility is located at 3200 State Road 60 West in Polk County, at the boundary line of the Peace River watershed, but over 50 miles from the Peace River Manasota Regional Water Supply Authority’s Facility. The receiving waters for some of the Bartow Facility project’s outfalls are located within the Peace River watershed.

Mosaic Fertilizer, LLC- South Fort Meade Mine

On September 30, 2021, Mosaic submitted a Notification of Completion of Construction for Wastewater Facilities or Activities form (“Notification”), notifying DEP that it recently completed construction of the permitted Outfall D-004 (construction began in May of 2020) at the South Fort

Meade Mine facility and that the outfall has been placed into operation. The Notification submittal includes certifications and supporting information regarding construction of the subject wastewater facilities, including an additional certification from the engineer of record stating that the outfall can be operated prior to future completion of a proposed upstream sand filter treatment unit.

In 2016, Mosaic's permit for its South Fort Meade Mine located in Polk and Hardee Counties was revised (Permit No. FL0037958-019) to, among other changes, authorize construction and operation of three discharge outfalls, including Outfall D-004. The 2016 permit modification was based, in part, on an application to modify the permit and a Level II Water Quality – Based Effluent Limitations (“WQBEL”) Study. On May 17, 2019, DEP received a letter from Mosaic explaining that Mosaic is now proposing to construct Outfall D-004 at a location approximately 1,135 feet upstream of the authorized location, that discharge volumes and quality are not expected to change from those assessed in the WQBEL Study, and that the receiving waters will remain the Little Charlie Creek tributary to the Peace River. A memorandum was included that explains why the proposed relocation of Outfall D-004 will have no material effects on the physical, chemical, or biological conditions in Little Charlie Creek or the Peace River when compared to the authorized location.

The South Fort Meade Mine discharges treated excess process wastewater, stormwater runoff, groundwater inflow, and reclaimed domestic wastewater from designated outfalls into an unnamed swale that is a tributary of the Peace River and also into other unnamed swales that then discharge into the Peace River.

Mosaic Fertilizer, LLC—South Pasture Facility

On March 30, 2021, Mosaic submitted an “Interim Dam Construction Certification/Request for Interim Storage – Clay Settling Area WC-1 (Phase I)” for its South Pasture Facility (NPDES Permit No. FL0040177), which included a report prepared by Ardaman certifying that the South Pasture Facility’s Clay Settling Area (“CSA”) WC-1, which was currently under construction, is safe to store water up to an elevation of 110 feet (NGVD) and that Mosaic intends to begin to use this storage capacity during the upcoming rainy season.

On September 7, 2021, DEP received a request from Mosaic to increase the maximum interim pond elevation within Phase 1 of the CSA WC-1, to 128 feet NGVD. Mosaic’s request was accompanied by letter prepared by Ardaman certifying that the CSA WC-1, Phase 1 can be used for storage of water and waste phosphatic clays to a maximum fluid elevation of 128 feet NGVD. DEP performed an inspection at the site on September 16, 2021. On September 20, 2021, DEP approved Mosaic’s request for the increase in the interim storage to 128 feet NGVD.

Mosaic’s South Pasture Facility’s outfall (Outfall D-004) discharges to Shirrtail Branch, a stream located within the Peace River watershed.

Mosaic Fertilizer, LLC- Bonnie Mine Facility

On February 4, 2019, Mosaic submitted a NPDES permit renewal application to DEP for the Bonnie Mine Facility (FL0000523) (“Bonnie Facility”). On February 2, 2021, Mosaic submitted supplemental information seeking authorization to transport (accept) first-stage lime treated water from the Bartow Facility, for further treatment and discharge at the Bonnie Facility. The February 2021 submission states that it supplements the information in the 2019 application, and requests that it be incorporated into that application. On March 1, 2021, Mosaic submitted a metals analysis

for the single-lime treated water that has been stored in the Bartow Facility's ponds (which will be transferred to the Bonnie Facility for additional lime treatment during 2021), and explained that the additional stage of lime treatment at the Bonnie Facility will further reduce metal concentrations in the water.

On March 25, 2021, Mosaic submitted a "Second Additional Response Supportive of February 2, 2021 Supplemental Information," ("Second Response") which includes additional water quality analysis, and discusses the water transfer scenario, the treatment of the Bonnie Facility discharges, and compliance with conductivity limits. The Second Response states that Mosaic is anticipating the transfer of water from the New Wales Facility to the Green Bay Facility under existing authorizations, whereby the water will be further transferred to the Bartow Facility (as authorized by existing NPDES permits FL0000752 and FL0001589). It also states that the transfer of water between the New Wales, Green Bay and, ultimately, Bartow Facilities began during March 2021 and, at this time, Mosaic anticipates a total of approximately 145 million gallons of first-stage lime treated water to be transferred from the Bartow Facility to the Bonnie Facility during 2021. Mosaic's March 25, 2021 correspondence stated that the submittal (of the Second Response) completes the additional information that Mosaic has prepared in support of the proposed project to transfer water from the Bartow Facility to the Bonnie Facility.

On June 16, 2021, Mosaic submitted a letter to DEP requesting that the "Wastewater Treatment" description in the draft permit be updated to also identify an additional spray system for ammonia removal (in addition to the existing spray systems for ammonia removal authorized in the existing Bonnie Facility NPDES permit). Although this June 16, 2021 correspondence mentions

that a draft NPDES renewal permit has been prepared by DEP, as of the date of this Report no draft permit was available in the online file.

The Bonnie Facility is located at 2501 Bonnie Mine Rd in Bartow, Florida, near the western boundary of the Peace River watershed.

Mosaic Fertilizer, LLC- New Wales Phase III Gypsum Stack Extension

The New Wales Facility manufactures solid ammoniated phosphate fertilizers and animal feed ingredients. In October 2019, Mosaic submitted an application to DEP for a substantial revision to its NPDES permit (No. FL0036421-022) for its New Wales Phase III Gypsum Stack Extension (“Phase III extension”). The Phase III extension adds 231 acres (205 acres of which were previously mined lands) to the existing New Wales South Gypsum Stack. The Phase III extension is comprised of: 1) a lined area of 167 acres; 2) 24 acres of perimeter earthen dikes; and 3) 40 acres of stormwater drainage ditches and access roads.

DEP issued two RAIs to Mosaic (one in December 2019 and one in January 2020), which required Mosaic to provide additional information regarding: hydrogeological, geophysical, or geotechnical investigations evaluating the subsurface beneath the site; hydraulic modeling; protocol for reporting to DEP monitoring results for the foundation drainage system; features discovered during initial subsurface investigations; additional approaches to characterize the subsurface to identify potentially unstable areas; construction sequencing plans; and a seepage and stability analyses. Mosaic submitted RAI responses in January, May, June, and September of 2020. Additionally, in November 2020, Mosaic submitted a report titled “Addendum to Ardaman’s Response to the FDEP Second Request for Additional Information – Supporting Data for Remaining DT Features,” as well as a stabilization plan to DEP. The stabilization plan recommends engineering

measures to address the paleosink feature that was identified in the area of a former topographic depression within the proposed Phase III extension. On December 22, 2020, Mosaic submitted to DEP a report to address additional questions/concerns communicated by DEP regarding the seismic features and stabilization plan for the Phase III extension area.¹ On March 17, 2021, DEP deemed the application for the major modification complete and, on March 22, 2021, published a notice of the application. On April 5, 2021, Mosaic submitted a report entitled “Area 4 Stabilization Plan” that recommends engineering measures to address the paleosink feature that was identified in the area of a former topographic depression located in the Phase III extension area.

On May 14, 2021, DEP issued its Notice of Draft Permit for the substantial revision to NPDES permit (No. FL0036421-022), which explains that this permit revision authorizes an expansion of the facility’s lined South Gypsum Stack following extensive subsurface exploration work that was reviewed by DEP, including the State Geologist and other DEP engineering and geology professionals, and will not affect the quality or quantity of surface water discharge from the facility’s only active NPDES outfall. The permit revision also includes provisions for: Mosaic to submit and, following DEP approval, implement stabilization plans, for four subsurface anomalies that have been investigated but not yet stabilized (DEP has already approved two of the four stabilization plans); enhanced groundwater monitoring; and enhanced subsurface investigation, monitoring, and reporting for the potential formation of subsurface anomalies (such as sinkholes).

On June 11, 2021, Mosaic submitted its comments on the draft permit to DEP. Mosaic’s comments requested a modification to: revise daily pH monitoring of treated and untreated process

¹ Additionally, on January 22, 2021, DEP received an inquiry from Gurr Professional Services, Inc. stating that they were in the process of conducting a third-party review for Polk County regarding Mosaic’s proposed Phase III extension.

water transferred from other facilities (the Nichols, Green Bay, and Plant City facilities) to the New Wales facility to a weekly or monthly frequency; clarify the facility description language to provide clarity and operational flexibility in sequencing the construction and operation of specified phases; eliminate the authorization to install and operate mechanical evaporators (as they are no longer in operation at the facility); change a well monitoring frequency from daily to weekly; and remove the requirement that the engineer of record's final plans and specifications for specified phases be submitted as a pre-requisite for placing these gypstack sections into operation (instead if approved, the submittal of the final plans, as-builts, and other documentation would be submitted within six months of completion of construction for each section). Additionally, in the comments, Mosaic explained that it will investigate the feasibility of conducting liner inspections under the water level, but due to the typical water chemistry and physical characteristics of process water in these systems, subsurface inspections may not be technically feasible.

Due to the high amount of public interest in the draft permit (DEP had received over two thousand written public comments in opposition), DEP held a public meeting on August 25, 2021. The meeting was an open house format with six meeting stations/booths (each on a different topic). The purpose of the meeting was to provide information on the requested meeting topics and to provide an additional opportunity for the public to provide both written and oral comments. Most comments were generalized concerns and opposition to any expansion by Mosaic, as well as some general concerns regarding monitoring, reporting transparency, and sinkhole risks. Only one or two members of the public mentioned the Peace River at the meeting, but in the context of another Mosaic facility (the Bartow Facility) as the New Wales Facility does not discharge to the Peace River.

On September 3, 2021, DEP issued a Notice of Intent to Issue a Proposed Permit which explained that: “Based upon review of comments that were received from the permittee on June 11, 2021 and from the public (in excess of 2000 plus comments) between May 17 and June 18, 2021 and comments received at the Public meeting (greater than 20 comments) held on August 25, 2021, minor changes have been made to the previously issued Draft Permit, as detailed in the Amendment to Fact Sheet.” The Amendment to Fact Sheet explains that DEP prepared a response to address the comments and concerns, and that a review of the public comments indicates that the draft permit contains provisions that appropriately addressed the comments in accordance with applicable rules for protection of water quality and the environment. Accordingly, no additional changes to the draft permit itself were made based on the public comments received. However, some changes were made to the draft permit based on comments from the permittee, which requested numerous changes to the draft permit, all minor except one requesting the option to split the Phase III extension area into North and South areas. On October 15, 2021, DEP issued the final permit for the substantial revision to NPDES permit (No. FL0036421-022).

The New Wales Facility is located on CR 640 West, southwest of Mulberry, in Polk County near the Hillsborough County line. A sinkhole developed in the Phase II West Area of the South Gypsum Stack in August 2016. A consent order was issued by DEP in 2016, and remediation of the sinkhole and groundwater recovery was undertaken in accordance with the consent order.

Mosaic Fertilizer, LLC- Fort Green Mine

On August 17, 2020, Mosaic submitted an application requesting modification of its existing environmental resource permit (“ERP”) No. MMR_0142476-009, known as the Manson Jenkins (Southeast) Tract in Manatee County. The original ERP for the project was first issued to IMC

Phosphates, Inc., now Mosaic, on November 25, 2002 for phosphate mining and associated activities. A modification was issued to Mosaic in 2011 that brought the ERP into substantial conformance with the Fort Green Mine conceptual plan that was issued at about the same time. The 2011 modification reflected a substantial reduction of wetland impacts, mitigation changes, and the sale of a small parcel within the original project area. The approved ERP, as modified, authorized impacts to 296.3 acres of wetlands and other surface waters and required mitigation. The ERP is currently set to expire on December 31, 2021.

This application requests the following modifications to the ERP: changes in mitigation to reflect the actual shapes of constructed, delineated, or future constructed wetlands; shifting of some planned mitigation located within the access corridors and West Fork of Horse Creek (“WFHC”) crossing to other areas within project boundary to not delay mitigation construction; and all impact and mitigation acres for WFHC crossing are included in the overall mitigation acreage balance, with most already constructed. This application also request an extension of the permit expiration date for an additional 15 years, to December 31, 2036.

No documents were added to the DEP online file since the August 2020 application until October 13, 2021, when an email chain between DEP and Mosaic was added following up on questions raised (regarding the application fee and submittal of a cross-section map) during a September 30, 2021 phone call regarding the modification application.

The Fort Green Mine is located in Manatee County, adjacent to Duette Road, and within the Horse Creek and Gum Swamp Branch sub-basins in the Peace River watershed.

Mosaic Fertilizer, LLC- Hookers Prairie Mine

On November 13, 2018, Mosaic submitted an application to DEP for a renewal of its existing NPDES permit for its Hookers Prairie Mine (FL0033294), where phosphate mining has previously ceased. On September 30, 2021, DEP gave notice of its intent to issue the NPDES permit renewal (FL0033294-025-IW1S/NR) to Mosaic, and a copy of the notice was published in a newspaper of general circulation in Polk County on October 8, 2021. The permit authorizes Mosaic to continue ongoing reclamation activities, including the abandonment of clay settling areas and the discharge of excess mine re-circulation water, recovered groundwater and stormwater through the following permitted outfalls: Outfalls D-001 and D-002, each discharge into Hookers Prairie, a tributary of the South Prong Alafia River; Outfall D-03A discharges via a system of reclaimed mine pits into Whidden Creek, a tributary of the Peace River; and Outfall D-005 flows into Bryants Branch, a tributary of the Peace River. The permit also authorizes the Hookers Prairie Mine to continue: to transfer mine circulation water, as needed, to Mosaic South Pierce Chemical Complex and Duke Energy-Hines Energy Complex through Mosaic owned infrastructure, i.e. pipelines and pumps utilized for the conveyance of the water; and to accept reclaimed wastewater from the city of Bowling Green into the facility's mine water re-circulation system.

The current NPDES footprint of the Hookers Prairie Mine consists of approximately 28,577 acres and includes the US Agri-Chemicals Rockland facility. The Hookers Prairie Mine is located at 110 Agricola Mine Rd., Bradley, Florida in Polk County, and is divided into three drainage basins: the South Prong of the Alafia, and Whidden Creek and Little Payne Creek, which are both tributaries of the Peace River.

CEMEX Construction Materials Florida, LLC—Lake Wales South Mine

On May 20, 2021, CEMEX Construction Materials Florida, LLC (“CEMEX”) submitted a draft application to DEP to modify its ERP (MMR_237608) for its existing Lake Wales South Mine, and, on June 17, 2021, DEP issued a RAI in response to the draft application (there is no deadline to respond to the RAI as the application was submitted in draft form). The existing sand mine has been in operation for many years and is currently operating under ERP MMR 0237608-016. Sand is mined by using a hydraulic dredge within upland sandy areas to produce sand products for business and industry throughout the region. Unmarketable sand is redeposited in the mined lakes and is used in the subsequent reclamation process.

On July 15, 2021, CEMEX submitted its application for the ERP modification (the prior submittal described above was a draft application), and DEP issued a notice of application (file no. 237608-017), for the above modification. The draft application requests to modify the mining depth for the South Extension of the Lake Wales Sand Mine. More specifically, it proposed a modification to increase the mining depth from 45 feet NGVD to 25 feet NGVD or the depth of the confining unit underlying the surficial aquifer. The application states that the modification will not result in any expansion of the mining footprint, wetland impacts, or changes in the stormwater management system.

On August 12, 2021, DEP issued a RAI in response to the July 15th application. The RAI requests revisions to the project drawings/maps and requests CEMEX to provide the total project area and ambient surface water and groundwater quality characterization or a justification of why existing data is representative. It also states that hydrologic concerns might arise depending on the applicant’s response to hydrologic and other review comments. CEMEX submitted its response to

this RAI on August 19, 2021, which explained that water samples will be collected from three existing monitor wells and the surface water in the wetland at a staff gage, and that, within approximately thirty days following receipt of the laboratory's report of results, a letter format report will be provided to DEP that includes a sampling location, field sampling logs, the laboratory's report of analytical results, and a discussion of the results.

On September 17, 2021, DEP issued a second RAI to CEMEX, which was responded to on September 20, 2021. CEMEX revised the "+/- 81 acres" listed in the application for the project/phase area to +/- 257 acres to reflect the total acreage for which mining depth will be increased. CEMEX also attached a Water Quality Monitoring Plan and clarified that the plan proposes that one monitor well be installed to the depth of the proposed mining and that there is no existing monitoring data at this time.

On October 21, 2021, DEP deemed the CEMEX application (file no. MMR_237608-017) to modify the mining depth for its Lake Wales Sand Mine South Extension complete. DEP must take action on the application (issue or deny) within 60 days of the date it was deemed complete unless the timeclock is waived by CEMEX.

The Lake Wales Sand Mine is located on the north and south sides of State Road 60 near the City of Lake Wales in Polk County, Florida. The project appears to be located in or near the Lake Wales Ridge area, which is the easternmost extension of the upper Peace River basin.

Preferred Materials, Inc.—Conrad Mine Parking Expansion

On April 27, 2021, DEP received an ERP application from Preferred Materials, Inc. for a permit modification (No. MMR_288964-007) to expand the parking area at the existing Conrad Mine in Polk County. The modification adds an entrance to an employee parking area directly off of the

mine access road, as well as 30 employee parking spaces and an equipment storage area. The expansion will create an additional 0.67-acre of stabilized limerock area to be added to the previously-permitted 10.8 acres of impervious area onsite. The proposed expansion will result in unavoidable impacts to jurisdictional wetlands totaling 0.91 acre. The functional loss from this impact will be mitigated for through the purchase of mitigation credits from the Hilochee Mitigation Bank. The application explains that the stormwater system is designed to contain onsite all process wastewater and runoff, and has excess capacity to include the proposed expansion area.

On July 29, 2021 DEP and Preferred Materials, Inc. held a meeting on the ERP modification application. At the meeting DEP requested additional information to be submitted by August 25, 2021 regarding: changes due to the increase in wetland impact size discovered during a July 8, 2021 wetland site visit; revised UMAM score; missing wetland stress assessment reports; and mitigation bank information for the modification. On August 3, 2021, DEP approved a request for additional time to provide the requested information, extending the deadline to October 9, 2021. On October 1, 2021, Preferred Materials, Inc. sent correspondence to DEP in response to the request for additional information stating that they are still waiting on the Section 404 permit to be issued before they move forward with the mitigation bank deposit.

The project is located in the Withlacoochee River South basin and the Green Swamp Area of Critical Concern. However, it is estimated that the Peace River basin drains surface water southward from approximately 5% of the southern portion of the Green Swamp area.²

² Final Report and Recommendations for the Proposed Green Swamp Area of Critical State Concern, June 1974, by the Department of Administration, Department of State Planning, Bureau of Land Planning.

Hudson Land & Cattle LLC—Water Use Permit

On October 13, 2021, the Southwest Florida Water Management District (“SWFWMD”) received an application for a new water use permit (permit no. 20999.000) from Hudson Land & Cattle LLC. The new water use permit application is accompanied by an application to modify existing water use permit no. 4589 to reduce its boundary and formalize a permit boundary specific to the property covered by this new water use permit (due to a sale of a portion of the land covered by existing water use permit no. 4589). Existing water use permit 4589.008 (issued in 2020) currently authorizes an annual average allocation of 0.6481 million gallons per day (“mgd”) and peak month allocation of 1.8585 mgd (for irrigation of 200 acres of melons and 131.5 acres of commercial hay, and livestock water use for 1,000 head of cattle). This proposed new permit is for an annual average allocation of 2.1998 mgd and peak month allocation of 3.6 mgd (for irrigation of 882.58 acres of sod). The permit is for agricultural uses in Charlotte County and is located in the Southern Water Use Caution Area and Peace River basin.

Sarasota County BOCC—Water Use Permit

On November 1, 2021, SWFWMD received a water use permit modification application (permit no. 8836.015) from Sarasota County BOCC. The application requests to increase the consolidated permit’s permitted allocation. The proposed permit modification is for an annual average allocation of 19.987 mgd (increased from the currently permitted 13.737 mgd) and peak month allocation of 22.748 mgd (increased from the currently permitted 16.499 mgd). The permit is for public supply uses in Sarasota and Manatee Counties and is located in the Most Impacted Area of the Southern Water Use Caution Area and Manasota basin.

More specifically, the application requests a modification of the existing permit to allocate the additional 8.25 mgd in withdrawals to the Carlton Memorial Reserve Wellfield (“CMRW”) and to remove the University Parkway Wellfield (“UPW”) withdrawals (which consist of seven active groundwater supply wells that are permitted to provide up to 2 mgd average annual daily flow of raw brackish water for treatment and blending at the University Parkway Water Treatment Facility). The memorandum submitted with the application explains that the amount of increased groundwater withdrawals from the CMRW as part of the permit modification is tied to the quantity of groundwater that can be safely withdrawn without impacting the Most Impacted Area of the Southern Water Use Caution Area, and presents the impact analysis associated with an additional allocation of 8.25 mgd from the CMRW coupled with the elimination of the UPW withdrawals.