

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

**AGENDA
December 7, 2022 @ 9:30 a.m.**

Manatee County Administration Center
Honorable Patricia M. Glass Chambers, First Floor
1112 Manatee Avenue West, Bradenton, 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 Elton Langford, DeSoto County, Chairman
Commissioner Bill Truex, Charlotte County, Vice Chairman
Commissioner Mike Moran, Sarasota 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

Dr. Scott Hopes, Manatee 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.

CONSENT AGENDA

1. Minutes of the October 5, 2022 Board of Directors Meeting
2. Board of Directors Meeting Schedule for CY 2023
3. Special District Public Facilities Report (December 2022)
4. CY 2023 Peace River Hydrobiological Monitoring Program (HBMP Work Order with Janicki Environmental)
5. Procurement Policy Revision for Owner-Direct Purchase Program
6. Contract with Ovivo USA, LLC for Replacement of Solids Contact Clarifier Units at Plant 1 of the Peace River Water Treatment Facility
7. Declaration of Surplus
8. Disaster Recovery Reserve Fund Transfer

REGULAR AGENDA

1. Water Supply Conditions and Year-End Summary for FY 2022
2. Regional Integrated Loop Phase 3C Pipeline Early Procurement Package
3. Peace River Water Treatment Plant Facility Expansion Pilot Testing and Design Criteria Package Development Work Order to Brown & Caldwell
4. Water Use Permit for Brackish Groundwater Development at the Peace River Facility
5. Water Supply Project Costs, Funding Considerations, Projected Rate Impacts, and Path Forward

GENERAL COUNSEL'S REPORT

EXECUTIVE DIRECTOR'S REPORT

ROUTINE STATUS REPORTS

1. Hydrologic Conditions Report
2. Check Registers for September and October 2022
3. Peace River Regional Reservoir No. 3 (PR³) Project Preliminary Design
4. Regional Integrated Loop System Phase 2B Project Progressive Design-Build
5. Regional Integrated Loop System Phase 3C Project Progressive Design-Build
6. DeSoto Booster Pumping Station Project
7. Peace River Basin Report

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 8, 2023 @ 9:30 a.m.

Peace River Facility

Water Quality and Training Center

8998 SW County Rd. 769, Arcadia, Florida

Future Authority Board Meetings

April 5, 2023 @ 9:30 a.m. – Charlotte County

June 7, 2023 @ 9:30 a.m. – DeSoto County

August 2, 2023 @ 9:30 a.m. – Manatee County

October 4, 2023 @ 9:30 a.m. – Sarasota County

December 6, 2023 @ 9:30 a.m. – DeSoto County

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

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PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
December 7, 2022

CONSENT AGENDA
ITEM 1

Minutes of October 5, 2022 Board of Directors Meeting

Recommended Action -

Motion to approve minutes of October 5, 2022 Board of Directors Meeting.

Draft minutes of the October 5, 2022 Board of Directors Meeting are provided for Board approval.

Attachments:

Draft Minutes of October 5, 2022 Board of Directors Meeting

Minutes of Board of Directors Meeting
PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

Sarasota County Administration Center
Commission Chambers, First Floor
1660 Ringling Boulevard, Sarasota, Florida
October 5, 2022 @ 9:30 a.m.

Board Members Present:

Commissioner Alan Maio, Sarasota County, 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, Director of Engineering
Jim Guida, Director of Water Resources & Planning
Ann Lee, Finance & Budget Sr. Manager
Mike Knowles, Engineering & Projects Sr. 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 Bill Truex offered the invocation.

PLEDGE OF ALLEGIANCE

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

WELCOME GUESTS

HOST COUNTY REMARKS

Commissioner Maio made welcoming remarks.

PUBLIC COMMENTS

Public comment was made by Tim Richie and Patrick Lehman.

CONSENT AGENDA

1. Approve Minutes of August 3, 2022 Board of Directors Meeting
2. Approve Disbursement of Funds for FY 2022 Debt Service Coverage Payments
3. Approve Resolution 2022-08 ‘Resolution Authorizing Alternative Signatory Delegation’
4. Approve Final Reconciliatory Change Order with J.H. Hamm to Close Out 25kV Main Power Switchgear Replacement Project
5. Approve Award of Work Order to TLC Diversified, Inc., for the DeSoto Booster Station Modification Project
6. Approve Termination of Co-Funding Agreement No. 18CF0000854 with SWFWMD for Partially Treated Water ASR Project

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

REGULAR AGENDA

1. Water Supply Conditions

Richard Anderson presented the Water Supply Conditions at the Peace River Facility as of September 18, 2022.

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

July Water Demand	26.1 MGD
July River Withdrawals	25.8 MGD
<u>Storage Volume:</u>	
Reservoirs	6.46 BG
ASR	<u>8.23 BG</u>
Total	14.69 BG

2. Legislative Priorities for FY 2023

Laura Donaldson discussed the proposed legislative priorities for the Authority in 2023. Board approved legislative priorities will be presented to each of the Authority Members legislative delegations and will guide the Authority’s legislative lobbying efforts for the year. Regular session in the state legislature is scheduled from March 7, 2023 – May 5, 2023.

Motion was made by Commissioner Kruse, seconded by Commissioner Truex to adopt Legislative Priorities for 2023. Motion was approved unanimously.

3. \$100 Million Line of Credit Approval

Ann Lee along with Tom Giblin of Nabors, Giblin & Nickerson, PA presented on this item. At the August 5, 2022 Board meeting, the Board approved PNC Bank, NA as the lender for the \$100M line of

credit that will support the Authority’s pipeline projects and surface water expansion program. Resolution 2022-09 authorizes the issuance of a \$100,000,000 revolving line of credit and the Authority’s Legal Counsel, Bond Counsel, and Financial Advisors have all reviewed and approved the Resolution and supporting documentation.

Motion was made by Commissioner Kruse, seconded by Commissioner Truex to approve Resolution 2022-09: A Resolution Of The Board Of Directors Of The Peace River/Manasota Regional Water Supply Authority With Respect To Issuance Of A Tax-Exempt 2022 Revolving Credit Bond In An Aggregate Principal Amount Not To Exceed \$100,000,000 From Time To Time To Finance Certain Capital Improvement Projects; Approving The Form And Authorizing The Execution And Delivery Of A Revolving Credit Agreement With Respect To Such Bond; Making Certain Covenants And Agreements In Connection Therewith; Providing Certain Other Details With Respect Thereto; Providing For Severability; And Providing An Effective Date For This Resolution. Motion was approved unanimously.

4. Projects for State of Florida Grant Funding (Local Funding Initiatives)

Terri Holcomb presented three regional water supply projects proposed for state funding through the State of Florida legislative local funding initiative programs in the house and senate. The projects and funding dollar requests are described in the table below. With Board approval, staff will work with the local legislative delegation on sponsorship for these projects.

Project	Requested State Funds	Estimated Total Project Cost	Project Description
Peace River Reservoir No. 3	\$25.0 M	\$571.6 M	9 BG Reservoir, New Intake Pump Station on River, new reservoir pump station, interconnecting pipelines to meet growing water supply needs in the region.
Phase 2B Regional Interconnect	\$5.0 M	\$75.0 M	13-mile, 42-inch diam. water pipeline to meet growing need in Charlotte County Murdock and Rotunda/West County Rotunda. Second phase of this pipeline (not included in this cost estimate) will extend the line 19-miles north to connect with Carlton WTP in Sarasota County
Phase 3C Regional Interconnect	\$5.0 M	\$69.6 M	9-mile, 42-inch diam. water pipeline and 10 MGD pumping station to meet growing need in northeast Sarasota County. The second phase of this pipeline project (not included in cost estimate) will extend the pipeline approximately 11-miles north and west to connect with Manatee County’s Water system.

Motion was made by Commissioner Truex, seconded by Commissioner Kruse to approve the pursuit of grant funding from the State Legislature in 2023 for three regional projects. Motion was approved unanimously.

5. SWFWMD FY 2024 Cooperative Funding Initiative – Updated Project Co-Funding Applications

Jim Guida presented on the FY2024 Cooperative Funding Initiative applications for the Southwest Florida Water Management District (SWFWMD) that are due October 7, 2022.

Five (5) Authority projects are proposed for submittal requesting a minimum of 50% funding of eligible costs for each project. SWFWMD policy requires that an applicant provide a funding order ranking if more than one project is submitted in a funding year. The recommended project ranking and updated cost estimates for the Peace River Reservoir No. 3 (PR3), Phase 3C Interconnect and Phase 2B Interconnect Projects are shown in the table below. Updated costs for the PR3 Project are based upon recent 15% Design stage cost estimate, and those for the Phase 3C and 2B Interconnect Projects reflect the cost estimates from their respective Interlocal Agreements.

Rank	Project	Estimated Total Project Cost
1	Peace River Reservoir No. 3 Project – Final Design and Construction	\$559,000,000
2	Regional Integrated Loop System Phase 3C Interconnect Design-Build	\$69,600,000
3	Regional Integrated Loop System Phase 2B Interconnect Design-Build	\$75,000,000
4	Integrated Regional Water Supply Master Plan 2025	\$700,000
5	Regional Reclaimed Water Supply System – Feasibility Study	\$400,000

Motion was made by Commissioner Truex, seconded by Commissioner Kruse to authorize submittal of the Authority’s FY2024 Cooperative Funding Initiative Applications to the Southwest Florida Water Management District for five regional projects and approve recommended project cooperative funding ranking. Motion was approved unanimously.

6. Phase 3C Regional Interconnect Contract Approval and Guaranteed Maximum Price No. 1

Mike Knowles presented on the Regional Integrated Loop Phase 3C Pipeline Project. This project includes approximately 9 miles of 42-inch diameter pipe and a new regional pumping and storage facility. The Garney Companies, Inc. Design-Build Team was approved at the August 3rd Board meeting to deliver the Progressive Design Build Project. The Progressive Design Build delivery method was chosen due to the compressed schedule to have the Project online to meet Sarasota County’s needs by March of 2025.

Mr. Knowles stated that the Regional Integrated Loop Phase 3C Pipeline Project - Phase 1 Scope and Fee for 60% Design Services is proposed at a cost not to exceed \$3,545,450. Phase 1 services would develop the design of the pipelines and pump station to a 60% level as well as provide the Authority with a Guaranteed Maximum Price (GMP) to complete the remaining design, permitting and construction as part of Phase 2 of the Project. The next phase of the progressive design-build project, Phase 2, would include a contract Addendum for final design, permitting, construction, testing and commissioning at the GMP. Phase 2 is scheduled for Board consideration at the February 2023 Board Meeting.

Motion was made by Commissioner Truex, seconded by Commissioner Kruse to approve the Regional Integrated Loop Phase 3C Pipeline Contract and Phase 1 Services in the amount of \$3,545,450 and authorize the Executive Director to make minor, non-monetary modifications to the Contract. Motion was approved unanimously.

7. Phase 2B Regional Interconnect Contract Approval and Guaranteed Maximum Price No. 1

Mr. Knowles presented on the Regional Integrated Loop Phase 2B Pipeline Project. This project includes approximately 13.1 miles of 42-inch diameter pipe in Charlotte County. The Woodruff and Sons Design-Build Team was approved at the August 3rd Board meeting to deliver the Progressive Design Build Project. The Progressive Design Build delivery method was chosen due to the compressed schedule to have the Project online to meet Charlotte County's needs by March of 2026.

Mr. Knowles stated that the Regional Integrated Loop System Phase 2B Pipeline Project - Phase 1 Scope and Fee for 60% Design Services is proposed at a cost not to exceed \$5,067,144.81. Phase 1 Services would develop the design of the pipeline and appurtenances to a 60% design level as well as provide the Authority with a Guaranteed Maximum Price (GMP) to complete the remaining design, permitting and construction as part of Phase 2 of the Project. Staff expects to bring an early procurement package for long-lead materials to the Board in early CY 2023 and the phase 2 services which will involve a contract Addendum for final design, permitting, construction, testing and commissioning at the GMP in late CY 2023.

Motion was made by Commissioner Truex, seconded by Commissioner Kruse to approve the Regional Integrated Loop Phase 2B Pipeline Contract and Phase 1 Services in the amount of \$5,067,144.81 and authorize the Executive Director to make minor, non-monetary modifications to the Contract. Motion was approved unanimously.

8. Peace River Reservoir No. 3 (PR³) Project Update

Ms. Holcomb along with Katie Duty of HDR Engineering provided the first update to the Board on the Work Order No. 2 'Preliminary Design, Permitting and Third-Party Review' phase of the Peace River Regional Reservoir (PR³) Project including a review of the 15% Design documents, draft Basis of Design Report (BODR) and updated cost estimates for the project components.

The Peace River Regional Reservoir No. 3 Project (PR³) will develop a new 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 a new pump station with the expanded reservoir system. Work Order No. 1, the Feasibility and Siting Phase for the Project is complete and the Consultant, HDR Engineering, Inc., presented their findings and recommendations for the sizing, siting, and configuration of the project components to the Board at the December 1, 2021, meeting. At the February 2, 2022, meeting, the Board approved HDR to proceed with the Preliminary Design, Permitting, and Third-Party Review Phase of the Project.

Work Order No. 2 'Peace River Regional Reservoir (PR³) Project Preliminary Design, Permitting and Third-Party Review' will advance the project through the preliminary design phase and includes robust geotechnical, surveying, and bathymetry investigations to inform the design development. This Phase of the project also includes the submittal of the Environmental Resource Permit (ERP) and 404 Permit applications which will correlate to approximately 60% design for civil and geotechnical disciplines, with other disciplines developed to approximately 30% level of design. The fee for Work Order No. 2 is \$7,249,699. The Project is currently on schedule and on budget.

Commissioner Truex asked what the full contingency percentage is for this project. Ms. Holcomb and Ms. Duty confirmed that this amount is right around 23% currently. Commissioner Truex then suggested that given the current state of the construction business and the way things are heading, we may want to plan this at 25%.

9. Regional Water Treatment Plant Expansion Project Update

Mr. Knowles along with Mike Condran of Brown & Caldwell updated the Board on the Regional Water Treatment Plant Expansion Project.

The Authority owns and operates the Peace River Facility (PRF) surface water treatment plant. The current PRF finished water treatment capacity is 51 million gallons per day (MGD). The Authority intends to expand the PRF finished water treatment capacity by approximately 24 MGD in conjunction with the new reservoir project to meet projected regional demands. The project is part of the ongoing 5-year Capital Improvement Program. The Authority recently completed a PRF capacity increase evaluation for various treatment configuration options. The top-ranked option involved a stand-alone treatment system co-located with the existing process trains (i.e., Plants 1 – 4) which included inclined plate settlers and ceramic membranes as part of the overall treatment process.

The Authority will be seeking cooperative capital funding for the PRF expansion through the Southwest Florida Water Management District (SWFWMD). To meet SWFWMD documentation requirements for the Cooperative Funding Initiative application process, a Design Criteria Package (DCP) with sufficient detail as defined by SWFWMD is required on or before October 2023 to keep the project on schedule. The project delivery method is undetermined at this time and may proceed as a conventional “Design-Bid-Build” (DBB) method, or an alternative delivery method such as “Construction Manager-At-Risk” (CMAR) or other.

Staff is proposing that the DCP will be developed through the Authority’s Owner’s Agent, Brown and Caldwell for the planned PRF expansion to support the overall project delivery process. The DCP Work Order is expected to be available for Board consideration the December 7th meeting and will include pilot-testing for the inclined plate settlers and membrane filter technologies necessary to support the DCP development. This is informational only.

10. New Water Allocations and Contracting for Surface Water Supply Expansion Project at Peace River Facility

Mr. Coates along with Mr. Manson discussed Master Water Supply Contract (MWSC) modification and funding decisions required to move new supply project work ahead.

Mr. Coates stated that the MWSC establishes the process by which Customers request, and the Authority develops new water supplies to meet Customer needs. New supply capacity to be developed within the next seven (7) years is identified in “Exhibit C” of the MWSC. A revised “Exhibit C” reflecting New Water Supply Demands identified in the 2023-2042 Customer projections is shown in Tab A of the Board item, and this revised Exhibit C was included in the Amended Master Water Supply Contract package that was sent recently to all Authority Customers for local BOCC action.

Mr. Coates explained that while new supply needs identified for 2029 in “Exhibit C” total 3.03 MGD, Customer-projected need for new regional supply capacity continues to increase through the 20-year planning period, reaching 15 MGD by 2037, and a projected 24 MGD by 2042. The majority of the new supply need is proposed to be met through a expansion of the surface water supply system at the Peace River Facility that’s been discussed in regular Items 8 & 9.

Mr. Coates indicated that an in-depth discussion on new supply projects and funding is proposed for the December 7th Board meeting.

CHAIRMAN’S REPORT

1. Annual Review of Executive Director

Authority policy provides that the Chairman shall review the evaluation forms completed and submitted by each Board member and develop any appropriate recommendations which shall be presented for consideration by the Board. All Board members’ performance evaluations were favorable of the Executive Director’s performance.

Commissioner Maio stated that, after discussions with Mr. Coates, it is his recommendation that the Board amend the Executive Director’s employment agreement to include a 5% pay increase, plus an additional \$500/month to be rolled into the Executive Director’s salary in lieu of an automobile allowance with these changes being retroactive to August 1, 2022.

Motion was made by Commissioner Truex, seconded by Commissioner Kruse to approve Amendment to Employment Agreement for Executive Director increasing annual salary by 5% and providing an additional \$500/month to be rolled into the Executive Directors salary in lieu of an automobile allowances, both effective August 1, 2022. Motion was approved unanimously.

2. Awards

Mr. Coates presented a service award to Authority Board Chairman Alan Maio who is leaving the Authority Board and the Sarasota County Commission in November at the end of his BOCC term. Commissioner Maio has served on the Authority Board for eight years, with four of those years as Chairman.

Mr. Coates presented a “20-year plus” service award to the Authority’s General Counsel, Doug Manson.

GENERAL COUNSEL’S REPORT

Mr. Manson had no further update for the Board.

EXECUTIVE DIRECTOR’S REPORT

Mr. Coates had no further update for the Board.

ELECTION OF OFFICERS

1. Election of Chairman and Vice-Chairman for 2023

Doug Manson, General Counsel, conducted the election of officers for Chairman and Vice-Chairman and opened the floor for nominations.

Commissioner Maio moved to nominated Commissioner Langford as Chairman and Commissioner Truex as Vice-Chairman.

Mr. Manson received the nominations and consent to close nominations. Nomination of Commissioner Langford for Chairman and Commissioner Truex for Vice-Chairman was approved unanimously.

ROUTINE STATUS REPORTS

There were no Board comments on routine status reports.

BOARD MEMBER COMMENTS

There were no additional Board Member comments.

PUBLIC COMMENTS

No public comment was made.

ANNOUNCEMENTS

Friends of Peace Water BBQ

November 4, 2022 @ 11:30 a.m.

Peace River Facility Ranch House

8998 SW County Road 769, Arcadia, FL 34269

Next Authority Board Meeting

December 7, 2022 @ 9:30 a.m.

Manatee County Administration Center

Honorable Patricia M Glass Chambers, First Floor

1112 Manatee Avenue West, Bradenton, Florida

ADJOURNMENT

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

Commissioner Elton Langford
Chairman

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
December 7, 2022

CONSENT AGENDA
ITEM 2

Board of Directors Meeting Schedule for CY 2023

Recommended Action - **Motion** to approve Board of Directors meeting schedule for the calendar year 2023.

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 2023 has been coordinated with each of the Board member's 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 below 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.

Proposed CY 2023 Board of Directors Meeting Schedule

DATE	TIME	LOCATION
Wednesday February 8, 2023	9:30 A.M.	Peace River Facility Water Quality and Training Center 8998 SW County Rd. 769, Arcadia, FL
Wednesday April 5, 2023	9:30 A.M.	Charlotte County Administration Center Commission Chambers, Room 119 18500 Murdock Circle, Port Charlotte, FL
Wednesday June 7, 2023	9:30 A.M.	DeSoto County Administration Building Commission Chambers, First Floor 201 East Oak Street, Arcadia, FL
Wednesday, August 2, 2023	9:30 A.M.	Manatee County Administration Center Commission Chambers 1112 Manatee Ave West, Bradenton, FL
Wednesday October 4, 2023	9:30 A.M.	Sarasota County Administration Center Commission Chambers, First Floor 1660 Ringling Boulevard, Sarasota, FL
Wednesday December 6, 2023	9:30 A.M.	DeSoto County Administration Building Commission Chambers, First Floor 201 East Oak Street, Arcadia, 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 7, 2022

CONSENT AGENDA
ITEM 3

Special District Public Facilities Report (December 2022)

Recommended Action - **Motion** to approve ‘Special District Public Facilities Report’ (December 2022).

Chapter 189.08, Florida Statutes requires that each independent special district shall submit to each general-purpose government in which it is located 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 approved ‘Special District Public Facilities Report’ (December 2021) has been updated to include the Phase 3C and 2B Regional Transmission Pipelines currently in design and construction, and the updated status of the Peace River Reservoir No. 3 (PR³) Project, Peace River Facility Treatment Plant Expansion, and Partially Treated Water ASR Project. Also included is the anticipated relocation of a portion of the Kings Highway 24-inch RTM due to planned widening of CR 769. Staff recommends the Board approve the revised report.

Budget Action: No Action Needed

Attachments:

Special District Public Facilities Report (December 2022)

Peace River Manasota Regional Water Supply Authority

Special District Public Facilities Report

[Revised December 2022]

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 four decades the Authority invested over \$360M in the expansion of the Peace River Facility and extension of the regional transmission pipeline system to provide water service to Authority Customers.

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 6.3 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 at a 120 MGD pumping station in accordance with a withdrawal schedule established by the Southwest Florida Water Management District in a 50-year water use permit issued to the Authority. The permit withdrawal schedule preserves the freshwater flow in the river necessary to support the Charlotte harbor estuary.

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 a design 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 is preliminary design work for construction of a new 9 billion gallon off-stream reservoir on the RV Griffin Reserve, 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-2022, the Authority completed the feasibility studies for the Phase 3C and 3C Extension Transmission pipelines, and the Phase 2B and 2C Transmission pipelines (see Figure 2). Phase 3C and Phase 2B are now in the final design and construction phase with scheduled completion in 2025 and 2026 respectively. These two projects will extend the regional system another 23 miles to meet Customer needs and support improved system reliability.

Figure 1. Existing Regional System

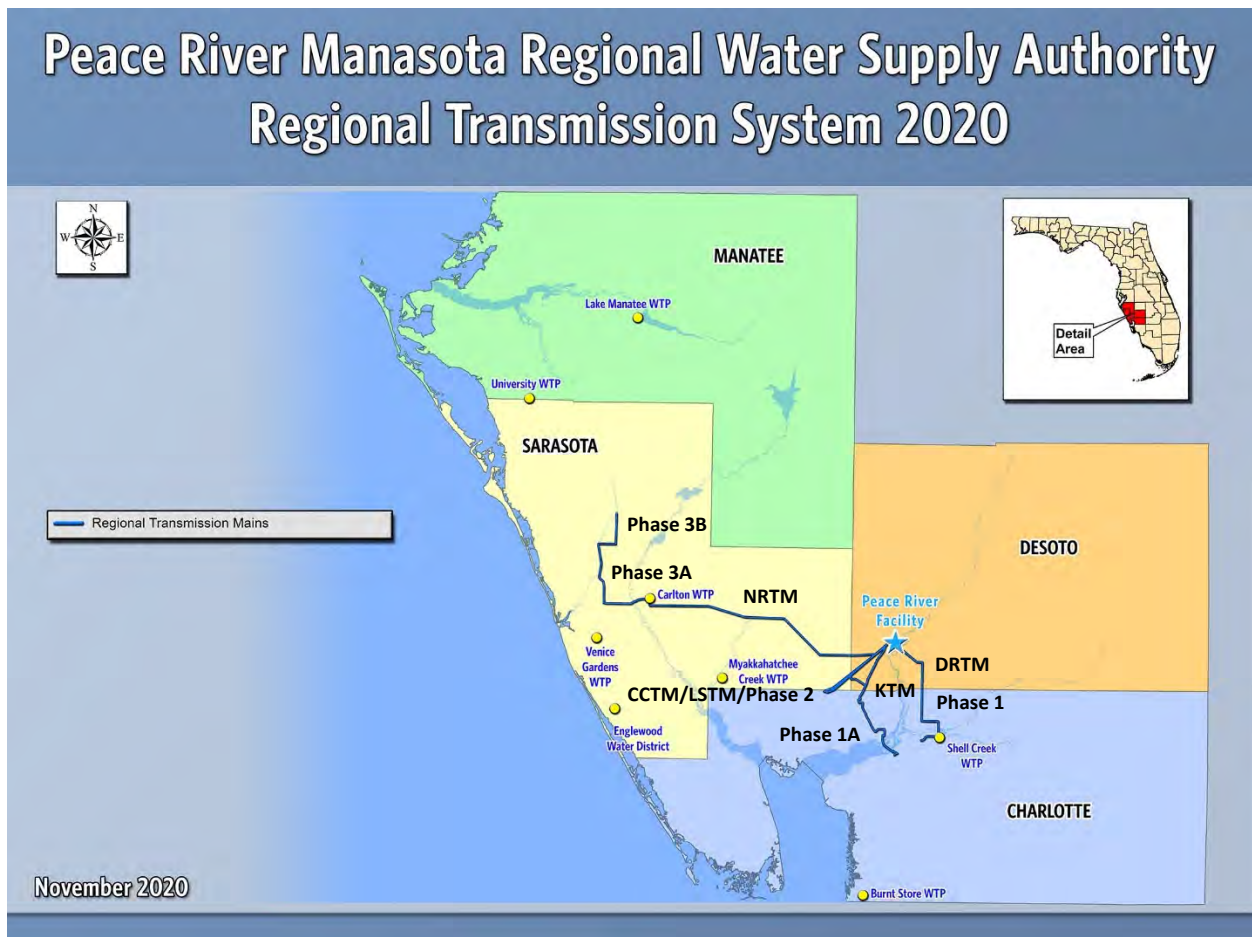


Figure 2. Regional Transmission System Extensions – Feasibility Studies complete (2022)



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, DeSoto County
Reservoir No. 2	6 BG	6 BG	2009	Peace River Facility site, DeSoto County
ASR Wellfield	6.3 BG	6.3 BG	1980 - 2001	Peace River Facility site, DeSoto County
Punta Gorda Storage Tank Pump Station	0.5 MG 6.0 MGD	0.5 MG 1.0 MGD	2012	Cleveland Area along 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 to be built in the next 7 years

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 by 24 MGD 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 9 BG	2028	9 BG	18 MGD	Water Rates Grant Funds

Table 4. Proposed Pipelines to be built in the next 7 years

Facility	Description	Anticipated Completion	Diameter	Length	Proposed Financing
Phase 3C Regional Interconnect	RTM extending north from connection with 3B RTM to Fruitville Rd. Includes 10 MGD pumping & storage.	2025	42-inch	9 miles	Water Rates Grant Funds
Phase 2B Regional Interconnect	RTM extending west from regional Serris Blvd Connection to Charlotte County Utilities Gulf Cove Booster Station.	2026	42-inch	14 miles	Water Rates Grant Funds

Table 5. Proposed facilities to be replaced within the next 10 years

Facility	Description	Anticipated Completion	Diameter	Length	Proposed Financing
Kings Highway 24-Inch RTM	Relocate/replace a portion of the Kings Highway RTM due to CR 769 road widening.	2027	24-30"	Relocate Approx. 2 miles	Water Rates

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
December 7, 2022

CONSENT AGENDA
ITEM 4

CY 2023 Peace River Hydrobiological Monitoring Program (HBMP)
Work Order with Janicki Environmental

Recommended Action -

Motion to approve and authorize Executive Director to execute Work Order No. 3 'Peace River Hydrobiological Monitoring Program (HBMP) Scope of Services – 2023 HBMP' for an amount not to exceed \$368,522.00.

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 provides 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 2023, Work Order No. 3 'Peace River Hydrobiological Monitoring Program (HBMP) 2023 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; upload of HBMP data to FDEP's Watershed Information Network (WIN) environmental database, aerial riparian vegetation analysis and compilation of the 2023 HBMP Annual Data Report (regarding data collected in CY2022) at a total cost not to exceed \$368,522.00 which includes a \$20,000.00 owners allowance in case out-of-scope work is required. Funds are included in the Authority's budget for these services.

Budget Action: No action needed.

Attachments:

Work Order No. 3 'Peace River Hydrobiological Monitoring Program (HBMP) - 2023 HBMP Services'

WORK ORDER No. 3
Peace River Hydrobiological Monitoring Program (HBMP)
Scope of Services – 2023 HBMP

October 10, 2022

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. 20010420.011. 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 into a contract with Janicki Environmental, Inc. (Janicki) to provide environmental services related to the Peace River Hydrobiological Monitoring Program. This Work

Order No. 3 is for services associated with the 2022 HBMP annual report and 2023 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

SCOPE OF SERVICES

The environmental services to be provided by the Consultant for the Work Order No. 3 – 2023 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 2022 HBMP Annual Data Report; annual upload HBMP of data to the Florida Department of Environmental Protection’s WIN; annual development of the HBMP aerial/satellite photos of the Peace River riparian vegetation and analysis of vegetation data; 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 in 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 Locations**
- **Task 4 - Data Management and Quality Control**
- **Task 5 - Aerial Vegetation Analysis**
- **Task 6 - HBMP 2022 Annual Data Report**
- **Task 7 – Owners 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 2023 through December 2023. 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 (Table 1.3).

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 to 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

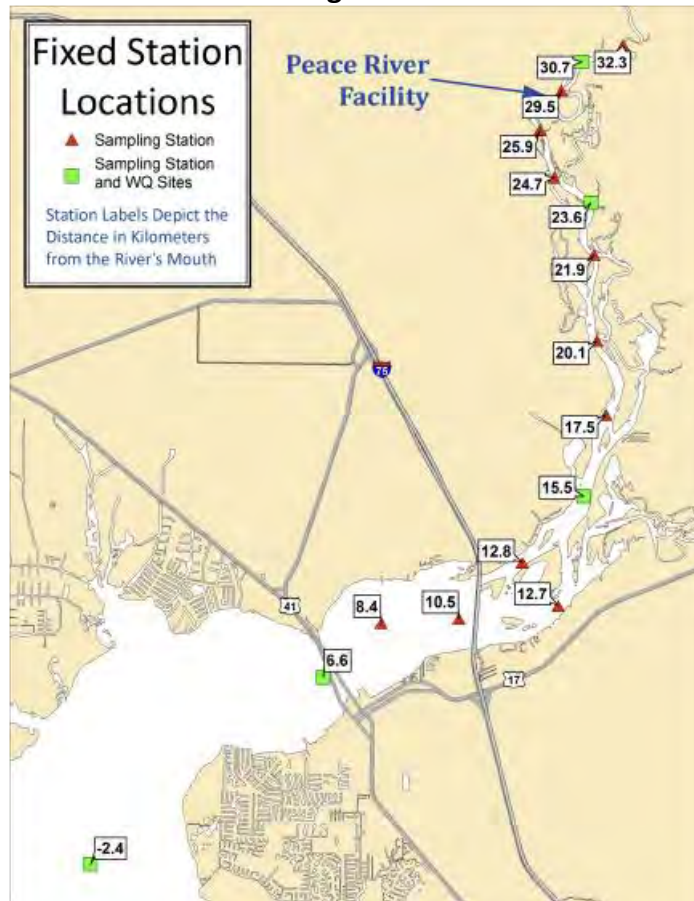


Table 1.1

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 of the 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

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

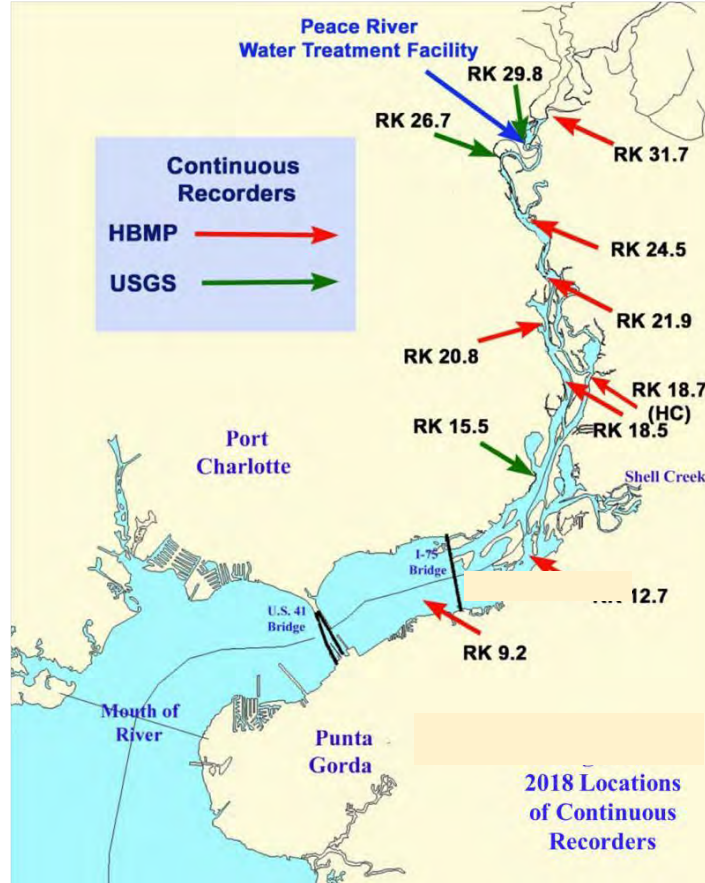
This task entails the estimated monthly effort for the required ongoing maintenance and data collection from the currently installed eight HBMP continuous recorders. All sampling and review of collected data will be conducted in accordance with the HBMP QA Plan 2019 Update. This task includes maintenance 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 near the former Fort Ogden railroad trestle upstream at 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

*note this station was relocated off the southeastern bank of the river approximately 30 feet upstream of the remaining railroad trestle pilings on June 16, 2022.

The continuous recorders used in this work assignment are owned by the Authority and are shown in Table 2.2. The list of equipment includes all known sondes in operation prior to Hurricane Ian; the status of some sondes is still being assessed following high water levels resulting from the hurricane. 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 Consultants 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
790469	Aqua Troll 200	N/A	temp/cond	2021	N/A
790471	Aqua Troll 200	N/A	temp/cond	2021	N/A
790474	Aqua Troll 200	N/A	temp/cond	2021	N/A
790475	Aqua Troll 200	N/A	temp/cond	2021	N/A
790479	Aqua Troll 200	N/A	temp/cond	2021	N/A
790482	Aqua Troll 200	N/A	temp/cond	2021	N/A
790484	Aqua Troll 200	N/A	temp/cond	2021	N/A
791334	Aqua Troll 200	N/A	temp/cond	2021	N/A
791341	Aqua Troll 200	N/A	temp/cond	2021	N/A
791353	Aqua Troll 200	N/A	temp/cond	2021	N/A
792085	Aqua Troll 200	N/A	temp/cond	2021	N/A

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
792875	Aqua Troll 200	N/A	temp/cond	2021	N/A

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. 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 ANALYSIS

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 2023 and March 2023. 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.

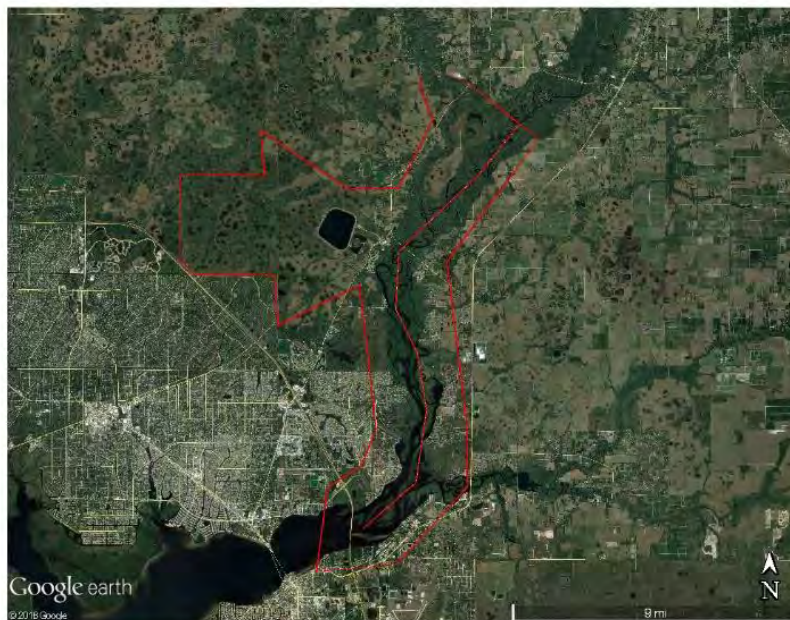
The Consultant will submit three sets of final CDs containing orthorectified imagery as .TIFF files and two (2) high resolution 36" x 48" printed maps to the Authority.

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, 2023.

Figure 3



Proposed area of interest.

TASK 6 - HBMP 2022 ANNUAL DATA REPORT

The Peace River Facility's water use permit requires that the Authority submit to the District an HBMP Annual Data Report summarizing project data in tabular, graphical, and statistical formats. This

includes all the data collected in conjunction with the Peace River HBMP during 2022, as well as a comparison with previously collected historical data collected under the Authority's ongoing HBMP.

The consultant will transmit a draft of the Annual Data Report to the Authority for staff comments and edits. 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 6 copies of the final report on CD in a linked pdf format.

The following presents a draft outline for the upcoming HBMP 2022 Annual Data Report. Delivery of the final report to the Authority is scheduled to occur no later than September 1, 2023. Consultant will also upload the final annual data report (minus raw data sets) to the local Water Atlas operated by USF.

Annual Report Outline

- Acknowledgements
- Executive Summary
- Content
- 1.0 Introduction/Summary
 - 1.1 Report Objectives
 - 1.2 Overview of Results Presented in Previous Comprehensive Summary HBMP Reports
 - 1.3 2020 Ongoing HBMP Program Study Elements
 - 1.4 Summary of 2020 Results
 - 1.5 Conclusions
 - 1.6 Permanent Data
 - 1.7 Problems Encountered During 2020
- 2.0 Peace River Gaged Flows and Regional Water Supply Facility Withdrawals
 - 2.1 2020 Gaged Flows to the Lower Peace River
 - 2.2 Peace River Facility River Withdrawals
 - 2.3 Comparisons of Peace River Facility and Shell Creek Facility Withdrawals
 - 2.4 Summary
- 3.0 Physical and Chemical Water Quality Characteristics at "Moving" Isohaline Based Locations
 - 3.1 Introduction
 - 3.3 Overview of 2019 QA Plan Update - "Isohaline" Based Monitoring Methods
 - 3.4 Physical and Water Chemistry Data Collected in the "Moving" Isohaline Locations
 - 3.5 Summary
- 4.0 Physical and Chemical Water Quality Characteristics at "Fixed" Station Locations
 - 4.1 Introduction
 - 4.2 Overview of 2019 QA Plan Update - Description of "Fixed" Station Data Collection
 - 4.3 Data Collection and Analyses
 - 4.4 Results and Conclusions

- 5.0 USGS and HBMP Continuous Recorders
 - 5.1 Introduction and Overview of 2019 QA Plan Update
 - 5.2 Results from USGS Continuous Recorders (2020)
 - 5.3 Results from HBMP Continuous Recorders (2020)
 - 5.4 Summary Comparisons among USGS and HBMP Continuous Recorders

- 6.0 Assessment of Upstream Changes in Water Quality
 - 7.1 TBD by results of data
 - 7.2 Changes in Nutrient Concentrations in the Lower Peace River
 - 7.3 Summary

- 7.0 References

SCHEDULE

The Scope of Services will be delivered in the 12 months of 2023. 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 lump sum cost of \$368,522. The compensation for Tasks 1 through 6 will be a lump sum basis and is broken down by Task in the table below. The owner’s contingency allowance is only accessible following prior written approval from the Authority. Consultant’s fee schedule is included as ATTACHMENT A.

	Basis	TOTAL
Task 1 Project Management	LS	\$24,600
Task 2.1 Field Sampling	LS	\$63,060
Task 2.2 Laboratory Services	LS	\$54,804
Task 3 Continuous Recorders	LS	\$62,100
Task 4 Data Management & QC	LS	\$84,768
Task 5 Aerial Riparian Vegetation Imagery	LS	\$5,740
Task 6 2021 Annual Report	LS	\$53,450
Task 7 Owner's Allowance	T&M	\$20,000
		\$368,522

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 7, 2022

CONSENT AGENDA
ITEM 5

Procurement Policy Revision for Owner-Direct Purchase Program

Recommended Action -

Motion to approve Revisions to Authority Procurement Policy allowing for Owner Direct Purchase Program.

Revision of the Authority's Procurement Policy (latest version October 1, 2021) is proposed to accommodate owner direct purchase of materials for tax cost savings and to support time-critical acquisition of long-lead items for construction projects. Owner-Direct Purchasing is permitted by government agencies in Florida under Rule 12A-1.094, Florida Administrative Code. The revised Procurement Policy including Section 5.4.4 (Pages 30 & 31) showing proposed Owner Direct Purchase program requirements is attached.

Budget Action: No action needed.

Attachments:

Proposed Revised Procurement Policy (clean)

PROCUREMENT POLICY

PEACE RIVER MANASOTA
REGIONAL WATER SUPPLY AUTHORITY

December 7, 2022

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CHAPTER 1 – GENERAL PROVISIONS

1.1 Purpose

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

1.2 Application

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

1.3 Constructive Notice

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

1.4 Definitions

Authority. The Peace River Manasota Regional Water Supply Authority.

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

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

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

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

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

Change Order. A written order signed and issued by the Executive Director or his/her designee directing the contractor to make changes as authorized by the contract. Any work authorized by a change order shall not be started until the change order is signed and issued.

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

Construction Manager at Risk Contract. (CMAR). In this type of contract, the construction manager assists the Authority and Authority architects and engineers in the development and design of a project by providing preconstruction services and then assumes the risk for the construction of the project by serving as the general contractor. CMAR contracts awards a contract for the provision of preconstruction and construction services to the construction manager and a separate contract for the provision architectural/engineering design to a separate entity. A guaranteed maximum price for the completion of work is included in the agreement. CMAR, as it pertains to this policy, refers to all variations of CMAR as allowed by Florida Statute.

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

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

Contractor. Any person having a contract with the Authority.

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

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

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

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

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

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

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

Design-Build Contract. In this type of contract, architectural, engineering, and construction are combined under a single contract. The design-builder oversees and assumes the risk for all phases of design and construction. Design build contracts award a single contract for the provision of both architectural/engineering design and construction services. A guaranteed maximum price for the completion of work is included in the agreement. Design Build, as it pertains to this policy, refers to all variations of Design Build Contracts as allowed by Florida Statute including but not limited to, Progressive Design Build, Fixed Cost Design Build, etc.

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

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

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

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

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

Financial Interest.

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

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

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

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

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

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

Local Public Procurement Unit. Any special district, municipality, or county within the State of Florida.

May. Denotes the permissive.

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

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

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

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

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

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

Public Agency. A governmental body.

Public Procurement Unit. A local public procurement unit.

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

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

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

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

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

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

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

Shall. Denotes the imperative.

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

State. The State of Florida.

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

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

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

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

1.5 Public Access to Procurement Information

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

CHAPTER 2 – OFFICE OF THE PROCUREMENT OFFICER

2.1 Authority and Duties

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

2.2 Delegation to Other Authority Officials

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

2.3 Unauthorized Purchases

Except as herein provided in this Policy, it shall be a violation of this Policy for any Authority officer, employee, or other person, to order the purchase of any materials or supplies, or make any contract for materials, supplies, or services within the purview of this Policy in the name of or on behalf of the Authority other than through the Procurement Officer or a designee of the Procurement Officer, and the Authority shall not be bound by any purchase order or contract made contrary to the provisions herein.

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

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

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

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

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

3.1.2 Competitive Sealed Proposals

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

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

3.1.3 Contracting for Designated Professional Services

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

3.1.4 Delegation of Authority

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

- (a) Approve contracts up to \$100,000 for products and services included in and consistent with the adopted annual budget.
- (b) Approve and execute work assignments for continuing professional services and continuing maintenance services contracts that do not exceed \$100,000 (or as may be approved in the contract) are included in and consistent with the adopted annual budget, and are consistent with Section 287.055, Florida Statutes.
- (c) Approve and execute work assignments for continuing construction services contracts that do not exceed \$150,000 (or as may be approved in the contract) that are included in and consistent with the adopted annual budget, and are consistent with Section 255.20, Florida Statutes.
- (d) Approve and execute certain contract renewals, extensions, amendments, and term contracts (as may be provided in the contract) included in and consistent with the adopted annual budget.
- (3) Threshold Levels for Purchasing.
- (a) All procurement will be conducted in a manner that promotes competition and secures the best value;
- (b) The establishment of thresholds is to aid in the initial determination of the most appropriate procurement method; and
- (c) Construction and electrical services shall be procured as required by Section 255.20, Florida Statutes and services for architecture, professional engineering, or land surveying shall be procured as required by Section 287.055, Florida Statutes. CMAR services shall be procured as required by Sections 255.103, 255.20, and 287.055, Florida Statutes.

Minimum threshold requirements are:

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

Over \$100,000	Formal Competitive Solicitation. <i>Sealed bids are submitted in response to a formal invitation for bids or proposals.</i>
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3.1.5 Sole Source Procurement

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

3.1.6 Emergency Procurements

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

3.1.7 Cancellation of Invitation to Bid or Requests for Proposals

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

3.1.8 Contact with Authority Board and Staff

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

3.2 Qualifications and Duties

3.2.1 Responsibility of Bidders and Offerors

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

3.2.2 Cost or Pricing Data

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

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

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

required in connection with the initial pricing of the contract, when the change or modification involves aggregate increases or aggregate decreases in costs plus applicable profits that are expected to exceed \$25,000.

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

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

3.2.3 Cost or Price Analysis

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

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

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

3.2.5 Public Entity Crimes

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

3.2.6 Scrutinized Companies

Section 287.135, Florida Statutes, related to scrutinized companies is applicable to the Authority. Entering into contracts with certain persons for goods or services of \$1,000,000 or more may be prohibited by Section 287.135, Florida Statutes. In addition, Section 287.135(5), Florida Statutes, requires persons submitting a bid or proposal for a contract or before the person enters into or renews a contract for good and services of \$1,000,000 or more to certify that certain requirements are met. By submitting a bid or offer, a bidder or offeror certifies that it is in compliance with Section 287.135, Florida Statutes and agrees to notify the Authority if placement on any of the lists occurs. If bidder or offer submits a false certification, the Authority may terminate the applicable contract and bring a civil action against bidder or offeror, which may result in a penalty equal to the greater of \$2 million or twice the amount of the contract and all reasonable attorney's fees and costs, including any costs for investigations that led to the finding of false certification.

3.2.7 Convicted Vendor List

By submitting a bid or offer, a bidder or offeror certifies that it and its affiliates have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the effective date of the contract.

3.2.8 E-Verify

Section 448.095, Florida Statutes, related to registering and using the E-Verify system to verify the work authorization status of all newly hired employees by a public employer, contractor, or subcontractor, is applicable to the Authority. The Authority may not enter into a contract unless each party to the contract registers with and uses the E-Verify system. By submitting a bid or offer, a bidder or offeror certifies: (i) it is registered with and uses the E-Verify system operated by the U.S. Department of Homeland Security to verify the work authorization status of all newly hired employees, (ii) during the year prior to making its submission or entering into the contract, no contract of bidder or offeror was terminated by a public employer in compliance with Section 448.095, Florida Statutes, (iii) bidder or offeror is and shall remain in compliance with Sections 448.09 and 448.095, Florida Statutes, including securing and maintaining subcontractor affidavits as required by Section 448.095(2)(b), Florida Statutes, and (iv) bidder or offeror shall require all subcontractors performing work under a contract to use the E-Verify system for any employees hired on and after January 1, 2021. Bidder or offeror must provide evidence to the Authority of compliance with Section 448.095, Florida Statutes, prior to entering into a contract. The Authority's receipt of proof that bidder or offeror and each subcontractor are E-Verify system participants is a condition precedent to entering into a contract. The submission of an executed affidavit, similar to the affidavit in Appendix B, from a bidder or offeror and any subcontractor stating it is in compliance with Section 448.095, Florida Statutes, and all employees hired on and after January 1, 2021, have had their work authorization status verified through the E-Verify system shall satisfy this Section 3.2.8. If the Authority has a good faith belief that a bidder or offeror or its subcontractors have knowingly hired, recruited, or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment, the Authority shall terminate the contract and bidder or offeror shall be liable for any additional costs incurred by the Authority as a result of the termination of the contract based on the failure of the bidder or offeror or its subcontractors to comply with the E-Verify requirements.

3.3 Types of Contracts and Contract Administration

3.3.1 Types of Contracts

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

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

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

3.3.2 Contract Clauses and Their Administration

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

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

(2) Price Adjustments.

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

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

3.3.3 Contract Administration

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

3.3.4 Cost Reimbursement Provisions

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

3.3.5 Right to Inspect Plant

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

3.3.6 Right to Audit Records

- (1) Audit of Cost or Pricing Data. The Authority may make provision in its contracts such that it can, at reasonable times and places, audit the books and records of any contractor who has submitted cost or pricing data pursuant to Section 3.2.2 (Cost or Pricing Data) to the extent that such books, documents, papers, and records are pertinent to such cost or pricing data. Any person who receives a contract, change order, or contract modification for which cost or pricing data is required, shall maintain such books, documents, papers, and records that are pertinent to such cost or pricing data for five (5) years from the date of the final payment under the contract.
- (2) Contract Audit. The Authority shall be entitled to audit the books and records of a contractor or a subcontractor at any tier under any negotiated contract or subcontract, other than a fixed-price contract, to the extent that such books, documents, papers, and records are pertinent to the performance of such contract or subcontract. Such books and records shall be maintained by the contractor for a period of five (5) years from the date of the final payment under the prime contract and by the subcontractor for a period of five (5) years from the date of final payment under the subcontract.

- (3) Contractor Records. If a contract is being funded in whole or in part by assistance from a federal agency, then the contract shall include provisions:
- (a) requiring the contractor and subcontractors at any tier to maintain for five (5) years from the date of final payment under the contract, all books, documents, papers, and records pertinent to the contract; and
 - (b) requiring the contractor and subcontractor at any tier to provide to the Authority, the federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives access to such books, documents, papers, and records for the purpose of examining, auditing, and copying them.

3.3.7 Authority Procurement Records

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

As the Authority is a “public agency” as defined in Section 119.0701(1)(b), Florida Statutes, the Purchasing Director shall include the following, or substantially similar, contract provision:

Contractors, as defined in Section 119.0701(1)(a), Florida Statutes, shall comply with Florida public records laws (as applicable), specifically to:

- (i) Keep and maintain documents that are required for contractor to perform, which are also the Authority’s public records;
- (ii) Upon request from the Authority, provide the Authority with a copy of the available requested records within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- (iii) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
- (iv) Meet all requirements for retaining public records and transfer, at no cost, to the Authority, all public records in contractor’s possession upon expiration, or termination, of a contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Authority, upon request from the Authority or its designee, in a format that is compatible with the information technology systems of the Authority and such format shall be mutually agreed upon.

The Authority’s sole and exclusive remedy for a contractor’s breach of this requirement shall be the termination of the contract.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE AUTHORITY’S RECORDS CUSTODIAN AT 941-316-1776.

3.3.8 Notice of Federal Public Policy Requirements

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

CHAPTER 4 - SPECIFICATIONS

4.1 Maximum Practicable Competition

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

4.2 Qualified Products List

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

4.3 Brand Name or Equal Specification

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

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

4.4 Brand Name Specification

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

4.5 "Buy American" Requirements

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

4.6 Energy Conservation

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

4.7 Express Warranty

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

CHAPTER 5 – PROCUREMENT OF CONSTRUCTION, ARCHITECT, ENGINEER, AND LAND SURVEYING SERVICES**5.1 Management of Construction Contracting****5.1.1 Responsibility for Selection of Methods of Construction Contracting Management**

The Procurement Officer shall have discretion to select the appropriate method of construction contracting management for a particular project, including but not limited to construction management services, design build contracts and other alternative delivery methods that are determined to be a benefit for the specific project and in compliance with Florida Statutes. In determining which method to use, the Procurement Officer shall consider the Authority's requirements, its resources, and the potential contractor's capabilities.

5.2 Bid Security and Performance Bonds**5.2.1 Bid Security**

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

5.2.2 Contract Performance and Payment Bonds

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

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

5.3 Fiscal Responsibility

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

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

5.4.1 Public Announcement, Competitive Selection and Negotiation

- (1) Service or Study Solicitation. It is the policy of the Authority to publicly announce all requirements for professional architectural, engineering, landscape architectural, or surveying and mapping services and to negotiate such contracts on the basis of demonstrated competence and qualifications at fair and reasonable prices as required by Section 287.055, Florida Statutes. In the procurement of such services, persons interested in providing such services may be required to submit a statement of qualifications, a proposal, or other such information consistent with Section 287.055, Florida Statutes.
- (a) Scope of Project Requirements. Written project requirements will be developed and made

available to interested parties. The scope of project requirements shall indicate the nature and scope of the professional services needed, including but not limited to, the following:

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

Notwithstanding, a person that has submitted an indication of interest by responding to a solicitation may withdraw its indication of interest if a re-solicitation occurs in accordance with (d) above.

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

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- v. past record of professional accomplishments;
 - vi. office location proximity to Authority service area;
 - vii. past record of performance on Authority projects; and
 - viii. other applicable project specific factors determined by the Authority prior to the issuance of the public announcement
- (b) Based on application of evaluation criteria in this Section above applied to written submittals, the PSEC shall prepare a ranked short-list of at least three (3) firms determined to be most qualified to conduct the services requested. At the discretion of the PSEC, all firms on the ranked short-list may be interviewed, and re-ranked based on results of the interviews.
- (c) The final ranked short-list shall be submitted to the Executive Director for consideration, and upon approval, contract negotiation shall be initiated or in the alternative, the Executive Director is authorized to present the ranked short-list to the Authority Board of Directors for consideration and approval for contract negotiations.
- (4) Contract Negotiations. Upon approval of the ranked short-list by either the Executive Director or the Authority Board of Directors, contract negotiations with the highest ranked firm on the short-list shall begin. Negotiations shall be conducted by the Executive Director or his/her designee(s), hereafter referred to as 'Authority Negotiators'.
- (a) Negotiations shall proceed in accordance with Section 287.055(5), Florida Statutes, as may be amended from time to time.
- (b) Negotiated contract including scope of project and fees shall be submitted to the Procurement Officer for administrative approval by the Executive Director and preparation of recommendation to the Authority Board of Directors. Nothing in this Section shall prohibit the Authority Board of Directors from rejecting the negotiated contract and directing Authority staff to resolicit the services.
- (5) Truth-In-Negotiation Certificate. For all lump sum or cost-plus-fixed-fee professional service contracts over the statutorily specified threshold amount, the Authority shall require the firm receiving the award to execute a truth-in-negotiation certificate that meets the requirements of Section 287.055(5), Florida Statutes, as may be amended from time to time.
- (6) Prohibition Against Contingent Fees. Each contract entered into by the Authority for professional service shall contain a prohibition against contingent fees that meets the requirements of Section 287.055(6), Florida Statutes, as may be amended from time to time.
- (7) Continuing Contracts. Nothing in this Section 5.4.1 shall be construed to prohibit continuing contracts for professional services between a person and the Authority that meets the requirements of Section 287.055, Florida Statutes.

5.4.2 Design-Build Contracts

- (1) Design-Build Contracts. Design-build contracts may be awarded in accordance with Section 287.055(9), Florida Statutes. The definitions in Section 287.055(2), Florida Statutes, related to design-build contracts are applicable.

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

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

Procedures for the award of design-build contracts shall include the minimum requirements found in Section 287.055(9)(c), Florida Statutes.

- (3) The Procurement Officer may develop additional procedures consistent with this Policy and policies of the Authority Board of Directors as may be necessary to implement the provisions of this subsection , and such procedures may be included within a solicitation.

5.4.3. Construction Manager at Risk

CMAR contracts may be awarded in accordance with Sections 255.103, 255.20, and 287.055, Florida Statutes, and Section 5.4.1 (1)-(6) of this Policy.

5.4.4 Owner-Direct Purchasing

- (1) Florida law allows government entities to make certain tax-free purchases for public works construction projects under Rule 12A-1.094, Florida Administrative Code (F.A.C.). To enable the Authority to purchase materials in a manner that will result in the savings of sales tax on certain tangible personal property needed for projects, construction contractors (Contractor) may recommend direct purchases that will result in significant tax savings to the Authority. The Authority will review these recommendations and will make owner-direct purchases when appropriate. Owner-Direct Purchases will be governed by the following:

- (a) All requirements of Rule 12A-1.094, F.A.C. and Florida Statute 212.08(6) must be met.

- (b) Direct Purchase Orders. The Authority will issue its purchase order directly to the vendor supplying the materials the Contractor will use and will provide the vendor with a copy of the Authority's Florida Consumer's Certification of Exemption. The Authority will issue to the vendor and to the Contractor a Certificate of Entitlement as provided in Florida Administrative Code Rule 12A-1.094 (4)(c)4. (Appendix C)

- (c) Inspection by Contractor. Upon delivery Contractor shall inspect the materials or tangible personal property, and if it approves them, Contractor shall provide a written statement from the Contractors Project Manager to the Authority's Project Manager certifying that

Contractor approves the materials or tangible personal property. The Authority will attach this certification to the invoice and the Authority will make payment directly to the vendor.

- (d) Title. The Authority will take title to the materials or tangible personal property at the time of purchase or delivery by the vendor and will retain title to all materials or tangible personal property it purchases.. The Authority may require Contractor to obtain and manage warranties on the materials or tangible personal property in its contract with Contractor.

- (e) Risk of Loss. The Authority will assume the risk of loss for the direct purchase materials or tangible personal property upon delivery. The Authority may do this by being named as an additional insured on the Contractors Builder’s Risk insurance, which shall continue to cover the direct purchase materials. Alternatively, the Authority may purchase and maintain or other insurance sufficient to protect against any loss of, or damage to owner-purchased materials. Responsibilities for care and safeguarding of the materials or tangible personal property and property insurance will be set forth in the contract with the Contractor.

CHAPTER 6 – COST PRINCIPLES

6.1 Cost Principles Regulations Required

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

CHAPTER 7 – SUPPLY MANAGEMENT

7.1 General Supervision

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

7.2 Quality Assurance, Inspection and Testing

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

7.3 Inventory Management

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

7.4 Warehousing and Storage

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

7.5 Authorization to Dispose of Surplus Supplies

No employee of the Authority shall transfer, sell, trade-in, or otherwise dispose of supplies owned by the Authority without written authorization of the Procurement Officer, following the declaration by the Authority Board of Directors that such supplies are surplus.

7.6 Transfer of Excess and Surplus Supplies

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

7.7 Disposition of Surplus Supplies

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

7.8 Auctions

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

7.9 Posted Prices

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

7.10 Trade-In

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

CHAPTER 8 – APPEALS AND REMEDIES

8.1 Protests

Section 120.57(3), Florida Statutes, and Section 287.042(2)(c), Florida Statutes, are applicable to all protests to contract solicitations or awards. Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security requirement by law within the time allowed for filing a bond shall constitute a waiver of proceeding under Chapter 120, Florida Statutes.

8.2 Remedies for Solicitations or Awards in Violation of the Law

- (1) Prior to Bid Opening or Closing Date for Receipt of Proposals. If, prior to the bid opening or the closing date for receipt of proposals, the Procurement Officer determines that a solicitation is in violation of federal, state, or local law or ordinance, then the solicitation shall be canceled or revised to comply with applicable law.
- (2) Prior to Award. If after bid opening or the closing date for receipt of proposals, but prior to the award of contract, the Procurement Officer determines that a solicitation or a proposed award of a contract is in violation of federal, state, or local law or ordinance, then the solicitation or proposed award shall be canceled.
- (3) After Award. If, after an award, the Authority Board of Directors determines that a solicitation or award of a contract was in violation of federal, state, or local law or ordinance, then:
 - (a) If the person awarded the contract has not acted fraudulently or in bad faith:
 - i. if the violation of federal, state, or local law or ordinance can be cured, then the contract may be amended or ratified and affirmed, provided it is determined that doing so is in the best interest of the Authority; or
 - ii. if the violation of federal, state, or local law or ordinance cannot be cured, then the contract may be terminated and the person awarded the contract shall be compensated for the actual costs reasonably incurred under the contract excluding attorney's fees, prior to the termination.
 - (b) If the person awarded the contract has acted fraudulently or in bad faith, the contract may be declared null and void or voidable, if such action is in the best interests of the Authority.

8.3 Contract Claims

- (1) Notice of Contract Claims. A contractor may, in an attempt to resolve a dispute prior to the commencement of an action in a court of competent jurisdiction in accordance with the applicable contract, submit a request for a conference with the Procurement Officer to discuss a dispute, including but not limited to disputes arising under a contract, and those based upon breach of contract, mistake, misrepresentation, or other cause for contract modification or rescission. All such disputes must be valued at less than Ten Thousand Dollars (\$10,000.00).

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- (2) Authority of the Procurement Officer to Resolve Contract Claims. The Procurement Officer is authorized to resolve any dispute arising out of the performance of a Authority contract and recommend to the Executive Director, prior to the commencement of an action in a court of competent jurisdiction, but may not settle any such protest or claim for consideration of Ten Thousand Dollars (\$10,000.00) or exceeding Ten Thousand Dollars (\$10,000.00) in value without the prior approval of the Authority Board of Directors. This authority shall be exercised in accordance with regulations promulgated by the Authority Board of Directors.
 - (3) Review. The Procurement Officer will attempt to resolve the dispute within fourteen (14) days of receipt of notice.
 - (4) Nothing in this Section 8.3 shall supersede any contract provision regarding disputes or breaches of contract, and contractors shall proceed in accordance with such contractual provisions.

CHAPTER 9 – INTERGOVERNMENTAL RELATIONS

9.1 Cooperative Purchasing Authorized

The Authority may purchase commodities and contractual services, other than services required to be procured in accordance with Section 5.4 (Professional Architectural, Engineering, Landscape Architectural, or Surveying and Mapping Services), in accordance with Section 189.4221, Florida Statutes.

9.2 Sale, Acquisition or Use of Supplies

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

9.3 Cooperative Use of Supplies or Services

The Authority may enter into a contract, subject to approval by the Authority Board of Directors, independent of the requirements of Chapter 3 (Source Selection and Contract Formation) and Chapter 7 (Supply Management) of this Policy, with any other Public Procurement Unit for the cooperative use of supplies or services under the terms agreed upon between the parties, as long as such services are not required to be procured in accordance with Section 287.055, Florida Statutes.

9.4 Joint Use of Facilities

The Authority may enter into contracts, subject to approval by the Authority Board of Directors, for the common use or lease of warehousing facilities, capital equipment, and other facilities with another governmental entity under the terms agreed upon between the parties.

9.5 Supply of Personnel, Information and Technology

- (1) Supply of Personnel. As with any Public Procurement Unit so authorized, the Authority is authorized, in its discretion, upon written request from another government agency, to provide personnel to the requesting government agency. The government agency making the request shall pay the Authority the direct and indirect cost of furnishing the personnel, in accordance with a contract between the parties.
- (2) Supply of Services. As with any government agency so authorized, the informational, technical, and other services of the Authority may be made available to any other government agency. The requesting government agency shall pay for the expenses of the services so provided by the Authority, in accordance with an agreement between the parties.
- (3) Information Services. Upon request, the Procurement Officer may make available to government agencies the following services, among other:
 - (a) standard forms;

- (b) printed manuals;
 - (c) product specifications and standards;
 - (d) quality assurance testing services and methods;
 - (e) qualified product lists;
 - (f) source information;
 - (g) common use commodities listings;
 - (h) supplier pre-qualification information;
 - (i) supplier performance ratings;
 - (j) debarred and suspended bidders lists;
 - (k) forms for invitations to bid, requests for proposals, instructions to bidders, general contract provisions, and other contract forms; and
 - (l) contracts or published summaries thereof, including price and time of delivery information.
- (4) Technical Services. The Procurement Officer may provide the following technical services, among others:
- (a) development of products specifications;
 - (b) development of quality assurance test methods, including receiving, inspection, and acceptance procedures;
 - (c) use of product testing and inspection facilities; and
 - (d) use of personnel training programs.
- (5) Fees. The Procurement Officer may enter into contracts, subject to approval by the Authority Board of Directors, and publish a schedule of fees for the services provided under Subsections (3) and (4) of this Section.

9.6 Use of Payment Received by the Authority

All payments from any government agency received by the Authority shall be available to be used by the Authority as authorized by law.

9.7 Public Procurement Units in Compliance with Ordinance Requirements

Where a government agency administering a cooperative purchase complies with the requirements of this Policy, such government agency participating in such a purchase shall be deemed to have complied with this Policy. Government agencies may not enter into a cooperative purchasing agreement for the purpose of circumventing this Policy.

CHAPTER 10 – ETHICS IN PUBLIC CONTRACTING

10.1 Criminal Penalties

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

10.2 Employee Conflict of Interest

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

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

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

10.3 Gratuities and Kickbacks

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

10.4 Prohibition Against Contingent Fees

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

10.5 Contemporaneous Employment Prohibited

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

10.6 Waivers from Contemporaneous Employment Prohibition and Other Conflicts of Interest

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

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

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

10.7 Use of Confidential Information

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

10.8 Conflicts of Interest

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

-
- (a) An affidavit providing that the professional or consultant is not currently engaged or will not become engaged in any obligations, undertakings or contracts that will require the professional to maintain an adversarial role against the Authority or that will impair or influence the advice or recommendations provided to the Authority.
 - (b) The disclosure of all potentially conflicting contractual relationships and the full disclosure of contractual relationships deemed to raise a serious question of conflicts.
 - (c) Appropriate restrictions or limitations on the prior work history and qualifications of qualified or responsive bidders.
 - (d) The standards and regulations shall set forth appropriate requirements based upon the nature and scope of the services that are to be procured and shall be narrowly tailored so as to not unduly restrict competition, while assuring the Authority of undivided loyalty and services of the highest quality.
- (3) Suspension. Any professional or consultant whose bid is rejected or who is denied a contract based solely upon a determination of the existence of conflicting contractual obligations may protest the decision in accordance with Section 8.1 .
 - (4) Ethical Standards. Any professional or consultant submitting false information, intentionally submitting misleading information, or repeatedly failing to comply with the standards and regulations implementing this Section 10.8 shall be deemed to be in violation of the ethical standards of and shall be subject to the sanctions provided in this Chapter 10.
 - (5) Definition of a Professional and a Consultant. Professional or consultant as used in this section shall be deemed to include those contractors who, as individuals or duly organized business entities have been or will be retained by the Authority for the purpose of providing recommendations or advice related to planning level or policy level decisions, or who will be engaged in the collection of data or research that will provide the basis for such decisions, as well as those who will be retained to supervise and monitor the performance of contractors or subcontractors of any nature.

10.9 Sanctions

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

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

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

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

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

AMENDMENTS:

June 9, 1997	Chapter 3.1.3(3) Contracts for Audit by an Independent Certified Public Accountant (formerly 3-103(3))
April 7, 1999	Chapter 8.4 Procedure for Protests of Plans and Specifications (formerly 8-104) Chapter 8.5 Procedure for Pre-Bid Protests (formerly 8-105)
September 2, 2009	Chapter 3.1.8 Contact with Authority Board and Staff (formerly 3-108)
December 12, 2011	Chapter 3.1.4 Delegation of Authority (formerly 3-104)
July 1, 2013	Amendments incorporated and Policy reformatted
January 28, 2016	Chapter 5.4 Professional Architectural, Engineering, Landscape Architectural, or Surveying and Mapping Services Subsection 5.4.1 Public Announcement, Competitive Selection and Negotiation
December 5, 2018	Chapter 1.4 Definitions. Removal of Chapter 2.1 Establishment, Appointment, and Tenure. Renumbering of Chapter 2.1 (formerly 2.2), Chapter 2.2 (formerly 2.3) and Chapter 2.3 (formerly 2.4). Chapter 3.1.4(3) Threshold Levels for Purchasing. Addition of Chapter 4.8 Scrutinized Companies List. Chapter 5.3 Fiscal Responsibility
October 1, 2021	Chapter 1.4 Definitions. Edits to Chapter 3.1.4(3)(c) Threshold Levels for Purchasing; Chapter 3.3.7 Authority Procurement Records; Chapter 5.4.4 Responsibility for Selection Methods of Construction Contracting Management; Chapter 5.4.1 Public Announcement, Competitive Selection and Negotiation; Chapter 5.4.2 Design Build Contracts; Chapter 7.5 Authorization to Dispose of Surplus Supplies; Chapter 8.1 Protests; Chapter 8.2 Remedies for Solicitations or Awards in Violation of the Law; Chapter 8.3 Contract Claims; Chapter 9 Intergovernmental Relations. Statutory Updates to Chapter 3.1.3 (3) Contracts for Audit by an Independent Certified Public Accountant; Chapter 3.2.6 (formally Chapter 4.8) Scrutinized Companies. Addition of Chapter 3.2.7 Convicted Vendor List, Chapter 3.2.8 E-Verify; Chapter 5.4.3 Construction Manager at Risk; Chapter 5.4.3 Construction Manager at Risk and Appendix B E-Verify Affidavit. Removal of Chapter 8.4 Procedure for Protests of Plans and Specifications; Chapter 8.5 Procedure for PreBid Protests.
December 7, 2022	Addition of 5.4.4 Owner-Direct Purchasing and Appendix C Certificate of Entitlement.

APPENDIX A

Public Entity Crimes Form

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

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

1. This sworn statement is submitted to PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY by

(Print individual's name and title)

for _____
(Print name of entity submitting sworn statement)

whose business address is _____

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

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

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

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

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

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

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

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

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

(Signature)

(Date)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 20__ by _____ as _____ of _____, a _____ company organized under the laws of the State of _____, on behalf of the company, who is personally known to me or has produced _____ as identification.

Notary Public
Name (Printed) _____

My commission expires _____.

(Printed typed or stamped Commissioned name of Notary Public)

APPENDIX B
E-Verify Affidavit

Contract Holder E-Verify Registration and Affidavit

As provided in Section 33 of the Agreement, pursuant to Section 448.095, Florida Statutes, beginning January 1, 2021, Contractor shall register with and use the U.S. Department of Homeland Security’s E-Verify system, (<https://e-verify.uscis.gov/emp>) to verify the work authorization status of all Contractor employees hired on and after January 1, 2021. Additionally, Contractor shall require all subcontractors performing work under this Agreement to use the E-Verify system for any employees hired on and after January 1, 2021. Contractor must provide evidence to the Authority of compliance with Section 448.095, Florida Statutes, prior to entering the Agreement

Affidavit

I hereby certify that _____ (Contract holder) does not employ, contract with, or subcontract with any unauthorized aliens, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021, have had their work authorization status verified through the E-Verify system.

A true and correct copy of _____ (Contract holder) proof of registration in the E-Verify system is attached to this Affidavit.

Signature Date

Print Name

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ (date) by _____ (name of officer or agent, title of officer or agent) of _____ (name of contractor company acknowledging), a _____ (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

Notary Public

Name typed, printed or stamped

My Commission Expires: _____

APPENDIX C

Certificate of Entitlement

CERTIFICATE OF ENTITLEMENT

The undersigned authorized representative of Peace River Manasota Regional Water Supply Authority, (hereinafter "Governmental Entity"), Florida Consumer's Certificate of Exemption Number 85-80126622170C-4, affirms that the tangible personal property purchased pursuant to Purchase Order Number _____ from _____ (Vendor) on or after _____ (date) will be

incorporated into or become a part of a public facility as part of a public works contract pursuant to the contract for the construction of _____ dated _____ with _____ (Name of Contractor).

Governmental Entity affirms that the purchase of the tangible personal property contained in the attached Purchase Order meets the following exemption requirements contained in section 212.08(6), F.S., and rule 12A-1.094, F.A.C.:

You must initial each of the following requirements:

- _____ 1. The attached Purchase Order is issued directly to the vendor supplying the tangible personal property the Contractor will use in the identified public works.
- _____ 2. The vendor's invoice will be issued directly to Governmental Entity.
- _____ 3. Payment of the vendor's invoice will be made directly by Governmental Entity to the vendor from public funds.
- _____ 4. Governmental Entity will take title to the tangible personal property from the vendor at the time of purchase or of delivery by the vendor.
- _____ 5. Governmental Entity assumes the risk of damage or loss at the time of purchase or delivery by the vendor.

Governmental Entity affirms that if the tangible personal property identified in the attached Purchase Order does not qualify for the exemption provided in section 212.08(6), F.S. and rule 12A-1.094, F.A.C., Governmental Entity will be subject to the tax, interest, and penalties due on the tangible personal property purchased. If the Florida Department of Revenue determines that the tangible personal property purchased tax-exempt by issuing this Certificate does not qualify for the exemption, Governmental Entity will be liable for any tax, penalty, and interest determined to be due.

I understand that if I fraudulently issue this certificate to evade the payment of sales tax I will be liable for payment of the sales tax plus a penalty of 200% of the tax and may be subject to conviction of a third degree felony.

Under the penalties of perjury, I declare that I have read the foregoing Certificate of Entitlement and the facts stated in it are true.

_____	_____
Signature of Authorized Representative	Title
_____	_____
Purchaser's Name (Print or Type)	Date

Federal Employer Identification Number: 59-2417483
Telephone Number: 941-316-1776

You must attach a copy of the Purchase Order to this Certificate of Entitlement.

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
December 7, 2022

CONSENT AGENDA
ITEM 6

**Contract with Ovivo USA, LLC for Replacement of Solids Contact Clarifier Units
in Plant 1 of the Peace River Water Treatment Facility**

Recommended Action -

Motion to Approve and authorize Executive Director to execute a contract with Ovivo USA, LLC for purchase and installation of Solids Contact Clarifier Units for Plant 1 for an amount not to exceed \$3,873,869.00 which includes a \$50,000.00 Owner's Allowance to be used as may be needed with Executive Director Approval.

The Peace River WTP utilizes the upflow clarification process in our treatment of surface water in the original (built in 1980, acquired by the Authority in 1991) water treatment plant (Plant 1). This system has been in operation for approximately 44 years. Although the concrete basins and filters were rehabilitated as part of the 1991 Rebuild Project, the carbon steel clarifiers and auxiliary components are original to the unit. The steel contact units, rakes and associated parts were inspected and evaluated by the original manufacturer, Ovivo USA as part of a routine plant assessment.

Based upon the poor condition of the steel components, Ovivo USA recommended that all the wetted steel components be replaced with stainless steel components to extend the useful life of Plant 1 and insure continued reliable operation. The proposal is for the turnkey replacement of all wetted steel components with stainless steel and includes all mechanical work required for replacement of the components, parts and installation. Ovivo USA, LLC is the sole source for replacement of the original equipment and would supply all fabricated parts and equipment as well as turnkey installation by their local representative TSC Jacobs.

Funds for this item are available in Authority 2023 R&R budget. Staff recommends approval to Ovivo USA, LLC the original manufacturer, for the proposal to purchase and install the new solids contact clarifier units for a price not to exceed \$3,873,869.00 which includes a \$50,000 owner's allowance for any unforeseen conditions to be used only with Executive Director approval.

Budget Action: No action needed (funds are included in the 2023 R&R budget).

Attachments:

Tab A Contract

Tab B Ovivo USA, LLC Solids Contact Clarifier Proposal

Tab C TSC Jacobs Factory Representative Sole Source Letter

TAB A
Contract

**AGREEMENT BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)
FOR THE OVIVO SOLID CONTACT CLAIRIFIER**

This Agreement is by and between Peace River Manasota Regional Water Supply Authority, 9415 Town Center Parkway, Lakewood Ranch, FL 34202 (“Owner”) and Ovivo USA, LLC, 2300 Greenhill Drive #100 Round Rock, Texas 78664 (“Contractor”).

Owner and Contractor hereby agree as follows:

ARTICLE 1-WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

- The Solid Contact Clarifier Replacement Project is generally described as replacement of the original solids contact clarifier units installed at the Owner’s original Peace River Water Treatment Plant #1 (“Plant 1”).
- Work includes removing and disposing of existing clarifier equipment including construction debris and installing new stainless steel contact units including all ancillary and appurtenant work connected with this replacement, including mechanical, electrical and instrumentation work to support the operation of the new contact units as described in the Ovivo USA, LLC Proposal SDM-220801-R2, dated November 7, 2022 attached and incorporated as Exhibit A to this Agreement.
- Work will conform to drawings and specifications prepared by AECOM entitled, Plant No. 1 Clarifiers Rehabilitation, dated November 8, 2022.
- Work includes new parts, equipment. and labor for the installation of a complete functioning turn-key system provided by Ovivo USA, LLC and TSC Jacobs, the authorized Area Representative for Ovivo water treatment equipment. The equipment and installation provided are direct factory replacement equipment for the original solids contact clarifier units being replaced.

ARTICLE 2-THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: The Solid Contact Clarifier Replacement Project is generally described as replacement of the original solids contact clarifier units installed at the Owner’s original Peace River Water Treatment Plant #1 (“Plant 1”) as described in Exhibit

A

ARTICLE 3-ENGINEER

- 3.01 The Owner has retained AECOM., 7650 West Courtney Campbell Causeway, Tampa, Florida, 33607-1462 ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.
- 3.02 The part of the Project that pertains to the Work has been designed by "Engineer."

ARTICLE 4-CONTRACT TIMES

4.01 *Time is of the Essence*

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

4.02 *Contract Times: Days*

- A. Contractor shall ensure that the Work is substantially complete within **450** days after the Owner issues a Notice to Proceed, and the Work is completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **30** days after Substantial Completion.

4.03 *Milestones*

- A. Parts of the Work must be substantially completed on or before the Milestones described on page 2 of Exhibit A.

4.04 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. *Substantial Completion:* Contractor shall pay Owner **\$500** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
 2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **\$300** for each day that expires after such

time until the Work is completed and ready for final payment.

3. Liquidated damages for failing to timely attain Substantial Completion, and final completion are not additive, and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

4.05 *Special Damages*

- A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.
- C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

ARTICLE 5-CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:
 - A. For all Work other than Unit Price Work, a lump sum of \$3,873,869 including a \$50,000 Owner's Contingency Allowance. All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.

ARTICLE 6-PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments based on Contractor's Applications for Payment in accordance with Florida's Prompt Payment Act set forth in Part VII of Chapter 218 Florida Statutes provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract. Before Substantial Completion, Owner will make progress payments in an amount equal to **95%** of the value of the Work completed (with the balance being retainage). Contractor shall invoice the 5% final retainage 30 days after Final Completion.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

- A. Owner will not make final payment or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

ARTICLE 7-CONTRACT DOCUMENTS

7.01 *Contents*

- A. The Contract Documents consist of all of the following:
 - 1. This Agreement.
 - 2. General Conditions (not attached but incorporated by reference).
 - 3. Supplementary Conditions (not attached but incorporated by reference).
 - 4. Drawings prepared by AECOM entitled, Plant No. 1 Clarifiers Rehabilitation, dated November 8, 2022 (not attached but incorporated by reference).
 - 5. Exhibits to this Agreement (enumerated as follows):
 - a. Exhibit A - Proposal SDM-220801-R2 dated November 7, 2022 provided by Ovivo USA for Enviroquip Solid Contact Clarifier.
 - 6. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.

- d. Field Orders.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8-REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 Contractor's Representations

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 - 1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 - 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - 4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 - 5. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
 - 6. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 - 7. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

8. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
9. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all

modifications to the standard wording of such published document to the Contractor, in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

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

Owner:

Peace River Manasota Regional Water Supply Authority

By: _____
Mike Coates, Executive Director

Date: _____

Attest: _____
(individual's signature)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Contractor:

Ovivo USA, LLC

By: _____
(signature)

(print name)

(title)

Date: _____

Attest: _____
(individual's signature)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Also provide Notices to:

Mike Coates

Executive Director

Email: mcoates@regionalwater.org

Also provide email notice to:

Richard Anderson:

randerson@regionalwater.org

Mike Chell: mchell@regionalwater.org

Also provide Notices to:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Email: _____

TAB B
Ovivo USA, LLC Solids Contact Clarifier Proposal

ENVIROQUIP® SOLID CONTACT CLARIFIER

PEACE RIVER, FL

PREPARED FOR

AECOM

AREA REPRESENTATIVE

TSC Jacobs
Austin Moore
austin@tscjacobs.com
(813)300-7415

PROPOSAL DATE

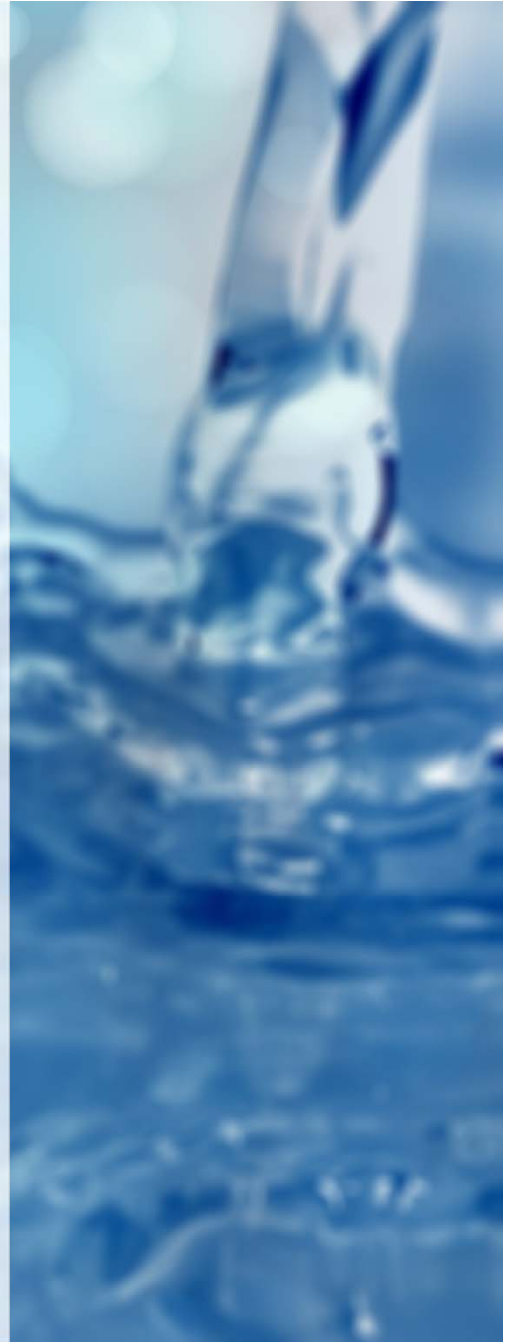
Oct 26th 2022

NOTE

PREPARED BY

Balasubramaniam Balachandran ("Bala")
Phone (512) 652-5826
Fax (512) 834-6039
Bala.Balachandran@ovivowater.com

Ovivo USA, LLC
2300 Greenhill Drive #100
Round Rock, Texas 78664
<http://www.ovivowater.com>



DATE: November 17, 2022
TO: Peace River Manasota Regional Water Supply Authority

Ovivo USA, LLC is pleased to submit a proposal for the following equipment (the “Products”) on the project indicated above (the “Project”). This proposal, either in its original form or in its “as sold” format, constitutes Ovivo’s contractual offer of goods and services in connection with the Project. Please contact Ovivo’s sales representative in your area for any questions or comments you may have in connection with this proposal. The address is:

TSC Jacobs
 Austin Moore
austin@tscjacobs.com
 (813)300-7415

FINAL PRICING

ITEM	SPECIFICATION SECTION	DESCRIPTION	PRICE
1	AECOM’s Design Plan and Specifications Dated 11/8/22	SUPPLY AND INSTALLATION OF ENVIROQUIP® SOLID CONTACT CLARIFIER	\$ 3,823,869
2	Owner’s Contingency Allowance	Owner’s contingency allowance is for the sole use of Owner to cover unanticipated costs.	\$ 50,000

DELIVERY

Ovivo will submit drawings and other information for approval within **eight (8) weeks** after Purchaser’s receipt of Ovivo’s written acknowledgement of an approved purchase order. Ovivo intends to ship all Products **twenty-four (24) weeks** after receipt of approved submittals from Purchaser.

INSTALLATION

Estimated installation time per clarifier is **12 – 14 weeks**.

GENERAL NOTES

The dates of drawing submission and shipment of the Products represents Ovivo's best estimate, but is not guaranteed, and Ovivo shall not be liable for any damages due to late delivery. The Products shall be delivered to the delivery point or points in accordance with the delivery terms stated in this proposal. If such delivery is prevented or postponed by reason of Force Majeure, as defined in Ovivo’s standard terms and conditions of sale, Ovivo shall be entitled at its option to tender delivery to Purchaser at the point or points of manufacture, and in default of Purchaser’s acceptance of delivery, to cause the Products to be stored at such a point or points of manufacture at Purchaser's expense. Such tender, if accepted, or such storage, shall constitute delivery for all purposes of this proposal. If shipment is postponed at request of Purchaser, or due to delay in receipt of shipping instructions, payment of the purchase price shall be due on notice from Ovivo that the Products are ready for shipment. Handling, moving, storage, insurance and other charges thereafter incurred by Ovivo with respect to the Products shall be for the account of Purchaser and shall be paid by Purchaser when invoiced.

ITEM 1A: SUPPLY OF ENVIROQUIP® SOLID CONTACT CLARIFIER

Product Overview for Enviroquip® Solid Contact Clarifier

Combined in a single tank reactor clarifier solids contact units are designed and built to provide the most economical solution to precipitation and clarification requirements. The simple design provides for coagulation, flocculation, solids recirculation and positive sludge removal in a single basin. This eliminates the need for multiple tanks and additional pipework. All units are backed by over 60 years of experience in engineering and manufacturing, ensuring the best fit for unique plant requirements.

Design Data

Equipment data is summarized in the table below. Further details can be found in scope.

Parameter	Value
Basin Dia	85'
Side water depth	14'-2"
No. Units	2
Model	Enviroquip®

Material of Construction

Parameter	Value	Surface Treatment
Handrails, Grating, Kick plates and checkered plates	Aluminum	No surface treatment
Wetted Mechanism	AISI Type 316 SS	No surface treatment
Bridge Material	Carbon Steel	Hot Dip Galvanized
Anchors and Fasteners	AISI Type 316 SS	No surface treatment

OVIVO'S SCOPE

Enviroquip® Plow Clarifier

- Collector drive mechanism
- Center pier with marine type sludge recirculation propeller unit consisting of a 3-blade propeller, mounted on a stainless steel shaft, steady bearing, and drive unit complete with support frame. An electric motor will drive the propeller shaft through a VFD controlled variable speed gearbox. The maximum speed will produce recirculation flow through the center pier.
- Collector arms fabricated with bent plate flights and squeegees.
- Inlet mix well complete with diffusion gates for flow control to the upper flocculation zone.
- Bolted construction Flocculation skirt.
- Peripheral trough is the effluent collection manifold. Also included are steel support beams required to support the skirt and inlet mix well from the access bridge. Flocculation skirt will be shipped in pieces as large as possible for bolting.
- Access and support bridge. Bridge will be complete with grating and two-rail aluminum handrails. Access Bridge stops flush with the outer concrete wall on one end and includes a platform around drives.
- Stainless steel inlet pipe starting at feed well and ending inside the clarifier tank.
- AISI type SS316 stainless steel Anchor bolts and assembly fasteners.
- Freight to jobsite.
- O&M manuals.

Control Panels

- Clarifier drive and recirculation drive control panel. Control panel to be provided with sunshade.

Field Service

- 1 trip, 1 day per unit.

Not Included

- Valves of any kind.
- Wall pipes of any kind.
- Stairways or platforms (other than described herein).
- Pumps, influent piping, or supports.
- Spare parts.
- Grout ring, Grout or concrete.
- Tank or tank modifications.
- Storage of equipment.
- PLCs, HMIs, programming
- Radial Launderers are not included in Ovivo scope of supply.
- Influent and effluent piping

ITEM 1B: INSTALLATION SERVICES

Installation Services:

- Florida State licensed General Contractor.
- (1) One Mobilization and Demobilization for each mechanism.
- Removal of and disposal of existing clarifier equipment including construction debris.
- Existing (15) radial troughs and (1) effluent trough to be removed and reinstalled on new mechanism.
- Installation of clarifier mechanism components as described in this proposal.
- Service truck, crane, mats, and related equipment.
- Installation of new equipment as listed above.
- 10 hours per day.
- Note: existing wiring and electrical components disconnection and reconnection is not provided by Ovivo.
- Appropriate removal of items, storage, and reinstallation.
- Installation of new water supply line.
- Electrical Installation to consist of:
 - Clarifier control panel.
 - 480 v circuit conduit /conductors from control panel to control junction box.
 - Low voltage discrete and analog signals from control panel to control junction box.
 - Structural support for new materials.
 - Reinstall (3) existing light fixtures. Install new junction box at each light.
 - Reinstall existing ph probe and meter/transmitter.
 - Reinstall existing booster pump, safety switch, hangers and supports.

Items NOT Included

- Any bonds and/or permits, including but not limited to building permits.
- Dewatering, draining, or cleaning of tank prior to start of installation.
- Removal and/or disposal of any plant waste.
- Electrical disconnect to a junction box outside of clarifier mechanism.
- Lubricants or drive unit oil.
- Disposal of any old lubricants/fluids.
- Overtime work hours.
- Any electrical wiring/components outside of clarifier tank.

ADDITIONAL FIELD SERVICE

When included and noted in the Product pricing of each proposal item, Ovivo will supply the service of a competent field representative to inspect the completed installation and adjustment of equipment, supervise initial operation, and instruct Owner's personnel in the operation and maintenance of each proposal item for the number of eight (8) hour days. Notwithstanding Ovivo's performance of the above-referenced services, Ovivo shall not be held liable for any faulty workmanship or other defects in the Products' installation, or for other goods and/or services, performed by third parties unless such goods and/or services are expressly included under Ovivo's scope of work.

If additional service is required, it will be furnished to the Purchaser and billed to him at the current rate for each additional day required, plus travel and lodging expenses incurred by the service personnel during the additional service days.

It shall be the Purchaser's responsibility to provide for all necessary lubrication of all equipment prior to placing equipment in operation. All equipment must be in operating condition and ready for the Field Service Engineer when called to the project location. Should the Purchaser/Owner not be ready when the Field Service Engineer is requested or if additional service is requested, the Ovivo current service rates will apply for each additional day required, plus travel and lodging expenses incurred by the service personnel during the additional service days.

SURFACE PREPARATION AND PAINTING GENERAL INFORMATION

If painting the Products is included under Ovivo's scope of work, such Products shall be painted in accordance with Ovivo's standard practice. Shop primer paint is intended to serve only as minimal protective finish. Ovivo will not be responsible for condition of primed or finished painted surfaces after equipment leaves its shops. Purchasers are invited to inspect painting in our shops for proper preparation and application prior to shipment. Ovivo assumes no responsibility for field service preparation or touch-up of shipping damage to paint. Painting of fasteners and other touch-up to painted surfaces will be by Purchaser's painting contractor after mechanism erection.

Clarifier motors, gear motors and center drives shall be cleaned and painted with manufacturer's standard primer paint only.

It is our intention to ship major steel components as soon as fabricated, often before drives, motors and other manufactured components. Unless you can insure that shop primed steel shall be field painted within thirty (30) days after arrival at the jobsite, we encourage you to purchase these components in the bare metal (no surface prep or primer) condition.

Ovivo cannot accept responsibility for rusting or deterioration of shop applied prime coatings on delivered equipment if the primed surfaces have not been field painted within thirty (30) days of arrival at the jobsite using manufacturers' standard primers. Other primers may have less durability.

PRICING TERMS

The prices quoted are based upon Purchaser's acceptance of this proposal, through a purchase order being placed no later than **Dec 14th 2022**. After expiration of the pricing effectivity period, prices will be subject to review and adjustment. Prices quoted are FCA surface point of shipment, with freight included to an accessible point nearest the jobsite. Federal, state or local sales, use or other taxes are not included in the sales price.

PAYMENT TERMS

Payment terms are as follows:

"Payment to be based on schedule of values. To be determined at a later date."

These milestone will only be invoiced if delays from Purchaser or due to parties other than Ovivo occur. Additional storage and other terms may apply per paragraphs below.

Invoice will be billed in accordance with the schedules above. No retention shall be withheld from each invoice. The (5%) final retainage shall be invoiced **ninety (90) days** from the shipment of the fourth bridge.

Purchaser shall remit payment for proper invoices received from Ovivo in accordance with the payment terms stated above even if the Purchaser has not been paid by the Purchaser's customer (the "Owner"), if Purchaser is not the end-user of the Products. Payments are due within forty-five (45) days from date of invoice. Overdue and unpaid invoices are subject to a service charge of 2% per month until paid.

Any postponement of delivery dates requested by the Purchaser; or if Purchaser requests or causes cancellation, suspension or delay of Ovivo's work, for delays of up to ninety (90) days, Purchaser shall pay Ovivo all appropriate charges incurred up to date of such event, per the schedules above, which may include partial completion of milestones. Additionally, all charges related to and risks incidental to storage, disposition and/or resumption of work shall be borne solely by Purchaser. For delays less than ninety (90) days, Ovivo will delay portions of fabrication and delivery, to the extent possible. Delays greater than ninety (90) days are subject to price escalation at 1.5% per month for each month or partial month of delay, further subject to the steel escalation clause; or, if possible, equipment shall be stored at the cost of the Purchaser. For delays greater than ninety (90) days, Purchaser shall accept transfer of title and make full payment for all work due and payable, forty-five (45) days from the date work is placed into storage.

Credit is subject to acceptance by Ovivo's Credit Department.

PRICE ESCALATION

The prices submitted are based upon Purchaser's acceptance of this proposal by Dec 14th 2022.

If a binding purchase order is not received by Ovivo prior to the above referenced date, prices and shipping dates are subject to review and adjustment by Ovivo.

Additionally, due to the unpredictability of material and labor prices and availability, including but not limited to recent sharp increases in carbon steel, stainless steel, aluminum, other metal prices, electrical components, coatings, FRP, shipping, and labor prices in the North American and worldwide markets (the "Labor and Material Price(s)"), Ovivo, shall not assume responsibility for such possible escalations and impacts to schedule beyond the validity date of its proposal or between the date of the executed Contract and the procurement of such labor and material.

Ovivo may increase the price of its proposal or require additional payment in the form of a change order due to any Labor and Material Price increase (a) that exceeds 5% per annum of the price of the specific labor or material in place on the date of Ovivo's proposal or (b) when product fabrication utilizing labor or materials does not commence until more than 6 months after the purchase order date, due primarily to actions of parties other than Ovivo. Furthermore, Ovivo is entitled to adjust its delivery date to account for such delay.

Any Labor and Material Price increase shall be based on an industry-standard pricing measure or index for that particular labor or material that accurately represents the market increase or, at Ovivo's reasonable discretion, actual increases incurred by Ovivo. The resulting cost and schedule impact shall be disclosed to the Buyer prior to fabrication.

Notwithstanding the above, should requested shipment dates be extended primarily due to actions of parties other than by Ovivo or its suppliers, Ovivo reserves the right to charge 1.5% per month of the Contract Price for each month or partial month of delay, unless said delay is agreed to in writing by all affected parties.

Any additional duties and tariffs invoked after the date of its proposal will be added to the total proposed price.

MANUALS

The content of any and all installation, operation and maintenance or other manuals or documents pertaining to the Products are copyrighted and shall not be modified without the express prior written consent of Ovivo. Ovivo disclaims any liability for claims resulting from unauthorized modifications to any such manuals or other documents provided by Ovivo in connection with the Project.

COMMODITIES PRICE ESCALATION

We have recently, and in the past, experienced sharp increases in carbon steel, stainless steel, aluminum, and other metal prices in the North American and worldwide markets. To remain competitive, we will not attempt to cover all possible escalations from the date of our proposal to supply placement.

Due to these potential material cost increases, Ovivo may increase the price of the proposal or require additional payment in the form of a change order for such material increases based on the actual material cost at the time fabrication begins. Market incremental increases of <5% per annum will be covered by Ovivo if fabrication begins within 6 months of the date of the signed purchase order or contract.

Any price increase or additional payment to Ovivo shall be based on an industry-standard pricing measure or index for that particular commodity that accurately represents the market increase. The resulting cost impact shall be disclosed to the Buyer prior to fabrication. Ovivo will always endeavor to cover material cost increases to the extent possible.

Any additional duties and tariffs invoked after the date of the proposal will be added to the total proposed price.

TAXES

Federal, State or local sales, use or other taxes are not included in the sales price. Such taxes, if applicable, shall be for Purchaser's account.

BONDS

Any performance and/or payment bond agreed to be provided by Ovivo will extend to supply of equipment and services for a period not to exceed the first twenty four (24) months of the service or warranty period, and for a value not to exceed the total price of this Proposal.

GENERAL ITEMS NOT INCLUDED

Unless specifically and expressly included above, prices quoted by Ovivo do not include unloading, hauling, erection, installation, piping, valves, fittings, stairways, ladders, walkways, grating, wall spools, concrete, grout, sealant, dissimilar metal protection, oakum, mastic, field painting, oil or grease, electrical controls, wiring, mounting hardware, welding, weld rod, shims, leveling plates, protection against corrosion due to unprotected storage, special engineering, or overall plant or system operating instructions or any other products or services.

Performance and payment security, including but not limited to bonds, letters of credit, or bank guarantees, are not included, but can be provided if purchased for an additional cost.

BACKCHARGES

In no event shall Purchaser/Owner do or cause to be done any work, purchase any services or material or incur any expense for the account of Ovivo, nor shall Ovivo be responsible for such work or expenses, until after Purchaser/Owner has provided Ovivo's PROJECT MANAGER full details (including estimate of material cost and amount and rate of labor required) of the work, services, material or expenses, and Ovivo has approved the same in writing. Ovivo will not accept Products returned by Purchaser/Owner unless Ovivo has previously accepted the return in writing and provided Purchaser/Owner with shipping instructions.

****PURCHASE ORDER SUBMISSION****

In an effort to ensure all purchase orders are processed timely and efficiently, please submit all purchase order documentation to the following department and address:

Attn: Esther Saler
Ovivo USA, LLC
2300 Greenhill Drive, Bldg. #100
Round Rock, TX 78664
Esther.Saler@ovivowater.com
Fax #: 512-834-6039
Tel. #: 512-834-6009

BUY AMERICAN REQUIREMENTS

The Infrastructure Investment and Jobs Act signed into law on November 15, 2021, includes substantive changes to Buy America requirements compared to those specified in the preceding American Iron and Steel Act. While Ovivo fabricates and procures the vast majority of steel domestically for our equipment for the United States market, there are certain components that are either unavailable domestically or impractical to procure domestically through long-established supply chains, while meeting other project specifications, internal requirements, and project schedules. This challenge is further exacerbated by supply chain and labor shortages in pandemic and post pandemic times. As with previous legislation, we are awaiting any additional guidance for the US Environmental Protection Agency or other Agencies for further clarification relating to current Buy America requirements. As of now, the industry at large is unable to ascertain the parameters of the Buy America requirement. Thus, Ovivo cannot make any guarantee that its scope of supply will be in compliance with any Buy America requirements under the Infrastructure Investment and Jobs Act. Accordingly, any offer for sale, proposal, or budgetary quote/estimate submitted by or on behalf of Ovivo should not be construed as meeting such Buy America requirements unless explicitly stated otherwise.

WARRANTY AND CONDITIONS

Seller warrants equipment and parts manufactured by it and provided to Buyer (collectively, "Products") shall be free from defects in material and workmanship. The warranty period shall be twenty-four (24) months from Substantial Completion, not to exceed thirty (30) months from the earliest of the notice of readiness to ship or the actual shipment. If it is determined after inspection that Seller is liable under this warranty to repair or replace the Product or part thereof, Seller shall bear the transportation costs of (a) returning the Product to Seller for inspection or sending its representative to the job site and (b) returning the repaired or replaced Products to Buyer; however, if it is determined after inspection that Seller is not liable under this warranty, Buyer shall pay those costs.

For Seller to be liable with respect to this warranty, Buyer must make its claims to Seller with respect to this warranty in writing no later than thirty (30) days after the date Buyer discovers the basis for its warranty claim and in no event more than thirty (30) days after the expiration of the Warranty Period. In addition to any other limitation or disclaimer with respect to this warranty, Seller shall have no liability with respect to any of the following: (i) failure of the Products, or damages to them, due to Buyer's negligence or willful misconduct, abuse or improper storage, installation, application or maintenance (as specified in any manuals or written instructions that Seller provides to the Buyer); (ii) any Products that have been altered or repaired in any way without Seller's prior written authorization; (iii) The costs of dismantling and reinstallation of the Products; (iv) any Products damaged while in transit or otherwise by accident; (v) decomposition of Products by chemical action, erosion or corrosion or wear to Products or due to conditions of temperature, moisture and dirt; or (vi) claims with respect to parts that are consumable and normally replaced during maintenance, except where such parts are not performing to Seller's estimate of normal service life, in which case, Seller shall only be liable for the pro rata cost of replacement of those parts based on Seller's estimate of what the remaining service life of those parts should have been; provided, that failure of those parts did not result from any of the matters listed in clauses (i) through (v) above.

With regard to third-party parts, equipment, accessories or components not of Seller's design, Seller's liability shall be limited solely to the assignment of available third-party warranties. THE PARTIES AGREE THAT, OTHER THAN OVIVO'S MECHANICAL WARRANTY SET FORTH IN THIS PROPOSAL, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY PROCESS OR PERFORMANCE RELATED WARRANTIES OR WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, WHETHER WRITTEN, ORAL OR STATUTORY, ARE EXCLUDED TO THE FULLEST EXTENT PERMISSIBLE BY LAW. All warranties and obligations of Seller shall terminate if Buyer fails to perform its obligations under this Contract including but not limited to any failure to pay any charges due to Seller.

The performance of the Products is dependent upon many factors, including the influent or feed quality and quantity, additives required, time, temperature, rates of change, sizing criteria used, operating conditions, etc. Therefore, Seller cannot assume any liability or responsibility for performance results that Buyer is expecting or has predicted. No verbal or written information or advice given by any personnel of the Seller shall create a warranty or in any way increase the scope of the warranties.

Ovivo standard Terms and Conditions of Sale is attached and made an essential part of this proposal. These terms and conditions are an integral part of Ovivo's offer of Products and related services and replace and supersede any terms and conditions or warranty included in Purchaser or Owner requests for quotation or specifications and cannot be changed without written approval from an authorized representative of Ovivo.

PERFORMANCE WARRANTY DISCLAIMER

The performance of the Products is dependent upon many factors, including, but not limited to, the influent or feed quality and quantity, additives required, time, temperature, rates of change, sizing criteria used, operating conditions, etc. Therefore, Ovivo cannot assume any liability or responsibility for performance or process results that Purchaser is expecting or has predicted. No verbal or written information or advice given by any personnel of the Ovivo shall create a warranty or in any way increase the scope of the warranties. THE PARTIES AGREE THAT, OTHER THAN ITS MECHANICAL WARRANTY SET FORTH IN THIS PROPOSAL, OR ANY PERFORMANCE WARRANTY SET FORTH ON OVIVO'S STANDARD ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY PROCESS OR PERFORMANCE RELATED WARRANTIES OR WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, WHETHER WRITTEN, ORAL OR STATUTORY, ARE EXCLUDED TO THE FULLEST EXTENT PERMISSIBLE BY LAW.

CONFIDENTIALITY

This document is not to be reproduced or submitted to any third party without the written consent of Ovivo.

This document contains, or Ovivo may have previously disclosed to Purchaser, certain technical and business information of Ovivo and/or Ovivo's affiliated entities, including certain copyrighted material, which is considered to be confidential. Such information, hereinafter referred to individually and collectively as the "Information", may include, without limitation, ideas, concepts, development plans for new or improved products or processes, data, formulae, techniques, flow sheets, designs, sketches, know-how, photographs, plans, drawings (regardless of what name, if any, is stated on the title block), specifications, samples, test specimens, reports, customer lists, price lists, findings, studies, computer programs and technical documentation, trade secrets, diagrams, and inventions, notes, and all information pertaining thereto and/or developed there from. This Information is disclosed in good faith solely for the purposes of our proposal, and in addition on the understanding that its confidentiality will be properly maintained and safeguarded.

Neither this proposal, the Information nor any part thereof may be copied, reproduced or used for any purpose other than that for which it is disclosed by Ovivo. Except as reasonably necessary for the evaluation of this proposal, no part thereof may be disclosed to any other person, without Ovivo's prior consent in writing.

Ovivo will retain the rights to any intellectual property rights ("IPR") related to the Products. Ovivo will grant a non-exclusive royalty free license to use the IPR for the sole purposes of operating and maintaining the equipment supplied by Ovivo.

The duties, obligations, restrictions, and responsibilities described hereinabove shall apply to the Purchaser, their agents, affiliates, and all related parties regardless of whether any transaction occurs between Ovivo and Purchaser, and shall survive termination, cancellation, and expiration of any transaction between Ovivo and Purchaser.

In the event of a breach of the terms herein, Ovivo maintains the right to seek any and all remedies and damages available to it, including but not limited to the amount, including interest, by which Purchaser profited from the breach, any gains made by Purchaser or any third party who received Information from Purchaser, compensation for all Ovivo loss or injury, and the value of Ovivo's expectation created by the promise of Purchaser. The parties agree Ovivo would suffer irreparable harm in the event of any breach of these terms, and therefore Ovivo shall be entitled to any and all injunctive relief available.

TERMS AND CONDITIONS OF SALE

1. ACCEPTANCE. The proposal of **Ovivo USA, LLC** ("SELLER"), as well as these terms and conditions of sale (collectively the "Agreement"), constitutes SELLER's contractual offer of goods and associated services, and PURCHASER's acceptance of this offer is expressly limited to the terms of the Agreement. The scope and terms and conditions of this Agreement represent the entire offer by SELLER and supersede all other solicitations, discussions, agreements, understandings and representations between the parties. Any scope or terms and conditions included in PURCHASER's acceptance/purchase order that are in addition to or different from this Agreement are hereby rejected.

2. DELIVERY. Any statements relating to the date of shipment of the Products (as defined below) represent SELLER's best estimate, but is not guaranteed, and SELLER shall not be liable for any damages due to late delivery. The Products shall be delivered to the delivery point or points in accordance with the delivery terms stated in SELLER's proposal. If such delivery is prevented or postponed by reason of Force Majeure (as defined below), SELLER shall be entitled at its option to tender delivery to PURCHASER at the point or points of manufacture, and in default of PURCHASER's acceptance of delivery to cause the Products to be stored at such a point or points of manufacture at PURCHASER's expense. Such tender, if accepted, or such storage, shall constitute delivery for all purposes of this agreement. If shipment is postponed at request of PURCHASER, or due to delay in receipt of shipping instructions, payment of the purchase price shall be due on notice from SELLER that the Products are ready for shipment. Handling, moving, storage, insurance and other charges thereafter incurred by SELLER with respect to the Products shall be for the account of PURCHASER and shall be paid by PURCHASER when invoiced. Delivery by SELLER of the Products shall constitute acceptance of the Products by PURCHASER, unless written notice of defect or nonconformity is received by SELLER within thirty (30) days of SELLER's delivery of the Products.

3. TITLE AND RISK OF LOSS. SELLER shall retain the fullest right, title, and interest in the Products to the extent permitted by applicable law, including a security interest in the Products, until the full purchase price has been paid to SELLER. The giving and accepting of drafts, notes and/or trade acceptances to evidence the payments due shall not constitute or be construed as payment so as to pass SELLER's interests until said drafts, notes and/or trade acceptances are paid in full. Risk of loss shall pass to PURCHASER at the delivery point.

4. PAYMENT TERMS. SELLER reserves the right to ship the Products and be paid for such on a pro rata basis, as shipped. If payments are not made by the due date, interest at a rate of two percent (2%) per month, calculated daily, shall apply from the due date for payment. PURCHASER is liable to pay SELLER's legal fees and all other expenses in respect of enforcing or attempting to enforce any of SELLER's rights relating to a breach or threatened breach of the payment terms by PURCHASER. In the event of nonpayment SELLER reserves the further right to seek compensation from any third party in possession of the Products.

5. TAXES. Unless otherwise specifically provided in SELLER's quotation/proposal; PURCHASER shall pay and/or reimburse SELLER, in addition to the price, for all sales, use and other taxes, excises and charges which SELLER may pay or be required to pay to any government directly or indirectly in connection with the production, sale, transportation, and/or use by SELLER or PURCHASER, of any of the Products or services dealt with herein (whether the same may be regarded as personal or real property). PURCHASER agrees to pay all property and other taxes which may be levied, assessed or charged against or upon any of the Products on or after the date of actual shipment, or placing into storage for PURCHASER's account.

6. MECHANICAL WARRANTY. Solely for the benefit of PURCHASER, SELLER warrants that new equipment and parts manufactured by it and provided to PURCHASER (collectively, "Products") shall be free from defects in material and workmanship. The warranty period shall be twelve (12) months from startup of the equipment not to exceed eighteen (18) months from the earliest of the notice of readiness to ship or the actual shipment. If any of SELLER's Products fail to comply with the foregoing warranty, SELLER shall repair or replace free of charge to PURCHASER, EX WORKS SELLER'S FACTORIES or other location that SELLER designates, any Product or parts thereof returned to SELLER, which examination shall show to have failed under normal use and service operation by PURCHASER within the Warranty Period; provided, that if it would be impracticable for the Product or part thereof to be returned to SELLER, SELLER will send a representative to PURCHASER's job site to inspect the Product. If it is determined after inspection that SELLER is liable under this warranty to repair or replace the Product or part thereof, SELLER shall bear the transportation costs of (a) returning the Product to SELLER for inspection or sending its representative to the job site and (b) returning the repaired or replaced Products to PURCHASER; however, if it is determined after inspection that SELLER is not liable under this warranty, PURCHASER shall pay those costs. For SELLER to be liable with respect to this warranty, PURCHASER must make its claims to SELLER with respect to this warranty in writing no later than thirty (30) days after the date PURCHASER discovers the basis for its warranty claim and in no event more than thirty (30) days after the expiration of the Warranty Period. In addition to any other limitation or disclaimer with respect to this warranty, SELLER shall have no liability with respect to any of the following: (i) failure of the Products, or damages to them, due to PURCHASER's negligence or willful misconduct, abuse or improper storage, installation, application or maintenance (as specified in any manuals or written instructions that SELLER provides to the PURCHASER); (ii) any Products that have been altered or repaired in any way without SELLER's prior written authorization; (iii) The costs of dismantling and reinstallation of the Products; (iv) any Products damaged while in transit or otherwise by accident; (v) decomposition of Products by chemical action, erosion or corrosion or wear to Products or due to conditions of temperature, moisture, and dirt; or (vi) claims with respect to parts that are consumable and normally replaced during maintenance such as filter media, filter drainage belts and the like, except where such parts are not performing to SELLER's estimate of normal service life, in which case, SELLER shall only be liable for the pro rata cost of replacement of those parts based on SELLER's estimate of what the remaining service life of those parts should have been; provided, that failure of those parts did not result from any of the matters listed in clauses (i) through (v) above. With regard to third-party parts, equipment, accessories or components not of SELLER's design, SELLER's liability shall be limited solely to the assignment of available third-party warranties. **THE PARTIES AGREE THAT ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, WHETHER WRITTEN, ORAL OR STATUTORY, ARE EXCLUDED TO THE FULLEST EXTENT PERMISSIBLE BY LAW.** All warranties and obligations of SELLER shall terminate if PURCHASER fails to perform its obligations under this Agreement including but not limited to any failure to pay any charges due to SELLER. SELLER's quoted price for the Products is based upon this warranty. Any increase in warranty obligation may be subject to an increase in price.

7. CONFIDENTIAL AND PROPRIETARY INFORMATION. All nonpublic or proprietary information and data furnished to PURCHASER hereunder, including but not limited to price, size, type, design and other technical or business information relating to the Products is the sole property of SELLER and submitted for PURCHASER's own confidential use solely in connection with this Agreement and is not to be made known or available to any third party without SELLER's prior written consent.

8. SURFACE COATING. Any Product coating provided by SELLER shall be in accordance with SELLER's standard practice, unless otherwise agreed in writing.

9. DRAWINGS AND TECHNICAL DOCUMENTATION. When PURCHASER requests to approve drawings before commencement of manufacture, shipment may be delayed if approved drawings are not returned to SELLER within fourteen (14) days of receipt by PURCHASER of such drawings for approval. SELLER will furnish only general arrangement, general assembly, and if required, wiring diagrams, erection drawings, installation and operation-maintenance manuals for SELLER's equipment (in English language). SELLER will supply six (6) complete sets of drawings and operating instructions. Additional sets will be paid for by PURCHASER. Electronic files, if requested from SELLER, will be provided in *pdf, jpg or tif* format only.

10. SET OFF. This Agreement shall be completely independent of all other contracts between the parties and all payments due to SELLER hereunder shall be paid when due and shall not be setoff or applied against any money due or claimed to be due from SELLER to PURCHASER on account of any other transaction or claim.

11. SOFTWARE. PURCHASER shall have a nonexclusive and nontransferable license to use any information processing program supplied by SELLER with the Products. PURCHASER acknowledges that such programs and the information contained therein is Confidential Information and agrees: (a) not to copy or duplicate the program except for archival or security purposes; (b) not to use the program on any computer other than the computer with which it is supplied; and (c) to limit access to the program to those of its employees who are necessary to permit authorized use of the program. PURCHASER agrees to execute and be bound by the terms of any software license applicable to the Products supplied.

12. PATENT INDEMNITY. SELLER will defend at its own expense any suit instituted against PURCHASER based upon claims that SELLER's Product hereunder and of itself constitutes an infringement of any valid

apparatus claims of any United States patent issued and existing as of the date of this Agreement, if notified promptly in writing and given all information, assistance, and sole authority to defend and settle the same, and SELLER shall indemnify the PURCHASER against such claims of infringement. Furthermore, in case the use of the Products is enjoined in such suit or in case SELLER otherwise deems it advisable, SELLER shall, at its own expense and discretion, (a) procure for the PURCHASER the right to continue using the Products, (b) replace the same with non-infringing Products, (c) modify the Product so it becomes non-infringing, or (d) remove the Products and refund the purchase price less freight charges and depreciation. SELLER shall not be liable for, and PURCHASER shall indemnify SELLER for, any claim of infringement related to (a) the use of the Products for any purpose other than that for which it was furnished by SELLER, (b) compliance with equipment designs not furnished by SELLER or (c) use of the Products in combination with any other equipment. The foregoing states the sole liability of SELLER for patent infringement with respect to the Products.

13. GENERAL INDEMNITY. Subject to the limitations of liabilities of the parties set forth in this Agreement, each party shall protect and indemnify the other party, its parent and their respective officers, directors, employees and agents, from and against all claims, demands and causes of action asserted by, or in favor of, any entity to the extent of the indemnifying party's negligence or willful misconduct in connection with the performance of this agreement.

14. DEFAULT, TERMINATION. In the event that PURCHASER becomes insolvent, commits an act of bankruptcy or defaults in the performance of any term or condition of this Agreement, the entire unpaid portion of the purchase price shall, without notice or demand, become immediately due and payable. SELLER at its option, without notice or demand, shall be entitled to sue for said balance and for reasonable legal fees, plus out-of-pocket expenses and interest; and/or to enter any place where the Products are located and to take immediate possession of and remove the Products, with or without legal process; and/or retain all payments made as compensation for the use of the Products; and/or resell the Products, without notice or demand, for and on behalf of the PURCHASER, and to apply the net proceeds from such sale (after deduction from the sale price of all expenses of such sale and all expenses of retaking possession, repairs necessary to put the Products in saleable condition, storage charges, taxes, liens, collection and legal fees and all other expenses in connection therewith) to the balance then due to SELLER for the Products and to receive from the PURCHASER the deficiency between such net proceeds of sale and such balance. PURCHASER hereby waives all trespass, damage and claims resulting from any such entry, repossession, removal, retention, repair, alteration and sale. The remedies provided in this paragraph are in addition to and not limitations of any other rights of SELLER.

15. CANCELLATION. PURCHASER may terminate this Agreement for convenience upon giving SELLER thirty (30) days prior written notice of such fact and paying SELLER for all costs and expenses (including overhead) incurred by it in performing its work and closing out the same plus a reasonable profit thereon. All such costs and expenses shall be paid to SELLER within ten (10) days of the termination of the Agreement, or be subject to an additional late payment penalty of five percent (5%) of the total amount of costs and expenses owed.

16. REMEDIES. The rights and remedies of the PURCHASER in connection with the goods and services provided by SELLER hereunder are exclusive and limited to the rights and remedies expressly stated in this Agreement.

17. INSPECTION. PURCHASER is entitled to make reasonable inspection of Products at SELLER's facility. SELLER reserves the right to determine the reasonableness of the request and to select an appropriate time for such inspection. All costs of inspections not expressly included as an itemized part of the quoted price of the Products in this Agreement shall be paid by PURCHASER.

18. WAIVER. Any failure by SELLER to enforce PURCHASER's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.

19. COMPLIANCE WITH LAWS. If applicable laws, ordinances, regulations or conditions require anything different from, or in addition to that called for by this Agreement, SELLER will satisfy such requirements at PURCHASER's written request and expense.

20. FORCE MAJEURE. If SELLER is rendered unable, wholly or in material part, directly or indirectly, by reason of Force Majeure, to carry out any of its obligations hereunder, then on SELLER's notice in writing to PURCHASER within a reasonable time after the occurrence of the cause relied upon, such obligations shall be suspended. "Force Majeure" shall include, but not be limited to, acts of God, epidemics and pandemics, acts of or delays caused by governmental authorities, changes in laws and regulations, strikes, civil disobedience or unrest, lightning, fire, flood, washout, storm, communication lines failure, delays of the PURCHASER or PURCHASER's subcontractors, breakage or accident to equipment or machinery, wars, police actions, terrorism, embargos, and any other causes that are not reasonably within the control of the SELLER. If the delay is the result of PURCHASER's action or inaction, then in addition to an adjustment in time, SELLER shall be entitled to reimbursement of costs incurred to maintain its schedule. For the avoidance of doubt, if the cause relied upon has commenced prior to the Parties entered into a contracting relationship, it shall not render the cause void and/or not capable of being included within the definitions of Force Majeure, as listed within this Article 20.

21. INDEPENDENT CONTRACTOR. It is expressly understood that SELLER is an independent contractor, and that neither SELLER nor its principals, partners, parents, subsidiaries, affiliates, employees or subcontractors are servants, agents, partners, joint ventures or employees of PURCHASER in any way whatsoever.

22. SEVERABILITY. Should any portion of this Agreement, be held to be invalid or unenforceable under applicable law then the validity of the remaining portions thereof shall not be affected by such invalidity or unenforceability and shall remain in full force and effect. Furthermore, any invalid or unenforceable provision shall be modified accordingly within the confines of applicable law, giving maximum permissible effect to the parties' intentions expressed herein.

23. CHOICE OF LAW, CHOICE OF VENUE. This Agreement shall be governed and construed in accordance with the laws of the State of Utah, without regard to its rules regarding conflicts or choice of law. The parties submit to the exclusive jurisdiction and venue of the state and federal courts located in Salt Lake City, Utah.

24. ASSIGNMENT. PURCHASER shall not assign or transfer this Agreement without the prior written consent of SELLER. Any attempt to make such an assignment or transfer shall be null and void. SELLER shall have the authority to assign, or otherwise transfer, its rights and obligations in connection with this Agreement, in whole or in part, upon prior written notice to PURCHASER.

25. LIMITATION ON LIABILITY, TO THE EXTENT PERMISSIBLE BY LAW, SELLER SHALL HAVE NO FURTHER LIABILITY IN CONNECTION WITH THIS AGREEMENT IN EXCESS OF THE AMOUNT PAID BY PURCHASER FOR THE PRODUCTS GIVING RISE TO SUCH LIABILITY. NOTWITHSTANDING ANY LIABILITIES OR RESPONSIBILITIES ASSUMED BY SELLER HEREUNDER, SELLER SHALL IN NO EVENT BE RESPONSIBLE TO PURCHASER OR ANY THIRD PARTY, WHETHER ARISING UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, FOR LOSS OF ANTICIPATED PROFITS, LOSS BY REASON OF PLANT SHUTDOWN, NON-OPERATION OR INCREASED EXPENSE OF OPERATION, LOSS OF DATA, SERVICE INTERRUPTIONS, COST OF PURCHASED OR REPLACEMENT POWER, COST OF MONEY, LOSS OF USE OF CAPITAL OR REVENUE OR ANY OTHER INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL LOSS OR DAMAGE, WHETHER ARISING FROM DEFECTS, DELAY, OR FROM ANY OTHER CAUSE WHATSOEVER.

26. PRIVACY AND DATA PROTECTION. Seller has put in place rigorous safeguards and procedures regarding privacy and data protection, notably the Ovivo Privacy Policy (ovivowater.com/privacy-policy), and requires that Purchaser adhere to its data protection principles to the extent applicable to Purchaser.

27. DATA COLLECTION. PURCHASER consents to the collection of the Product's operational data and to the use of such data for the purpose of improving the Products and other purposes stated herein. PURCHASER further agrees that such data collection does not constitute a performance monitoring service or duty by SELLER.

28. INSURANCE. SELLER shall maintain that its current levels of insurance for the duration of the Project, as set forth in its standard certificate of insurance, available upon request.

29. BONDS. If PURCHASER deems it necessary, and within ten (10) days of PURCHASER's request, SELLER shall provide one or more Bonds in favor of PURCHASER, at PURCHASER's expense, by an institution, and in a form, approved in advance by SELLER.

30. PERMITS. PURCHASER shall be solely responsible to obtain and maintain in force all necessary permits with respect to any products to be provided by SELLER hereunder and any intended use by PURCHASER.

TAB C
TSC Jacobs Factory Representative Sole Source Letter

Ovivo USA, LLC

4246 Riverboat Road - Suite 300
Salt Lake City, Utah
84123-2583
USA

Telephone: 801.931.3000
Facsimile: 801.931.3080

www.ovivowater.com

OVIVO Worldwide Experts
in Water Treatment

November 10, 2022

Peace River Utility Authority
8998 SW CR 769
Arcadia, FL 34269

Re: Sole Source Letter

To Whom It May Concern:

Please be advised that Ovivo USA, LLC is the "Sole" manufacturer and exclusive distributor of all Ovivo®, Eimco Water Technologies®, Brackett Green®, Brackett Bosker® and Jones + Attwood™ brand equipment including parts, in the wastewater & water treatment process industry.

Our exclusive agent for this equipment in your geographic area is:

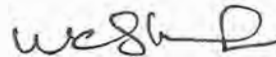
TSC-Jacobs South

11021 Countryway Blvd.
Tampa, FL 33626

Austin Moore
813 888-5556 - Office
813 300-7415 - Mobile

Please direct all inquiries for municipal wastewater treatment equipment to above agent.

Respectfully,



Bill Stewart
Sales Engineer
Ovivo USA, LLC Rebuild Group
801 931-3265
bill.stewart@ovivowater.com

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
December 7, 2022

CONSENT AGENDA
ITEM 7

Declaration of Surplus

Recommended Action -

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

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

Budget Action: No action needed.

Attachments:
Surplus Sale List

Surplus List: December 7, 2022

Equipment Type	Description	Asset Tag
Computer	Dell Optiplex 790	2-0391 (430)
Computer	Dell Precision 7810	2-0470
Computer	Dell Precision T3600	2-0405
Computer	Dell Precision T3600	2-0413
Computer	Dell Precision 5810	2-0435 (488)
Computer	Dell Precision 7810	2-0495
Computer	Dell Precision 3620	2-0469
Laptop	Dell Precision 7710	2-0475 (545)
Laptop	Dell Precision M2800	2-0434 (487)
Laptop	Dell Precision M2800	2-0464
Laptop	Dell Precision M6700	2-0401
Laptop	Dell Precision M4800	2-0425

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
December 7, 2022

CONSENT AGENDA
ITEM 8

Disaster Recovery Reserve Fund Transfer

Recommended Action -

Motion to approve a fund transfer from the Disaster Recovery Reserve to the General Fund in the amount of \$150,000 and allow the Executive Director to transfer Disaster Reserve funds as appropriate to continue to cover costs related to Hurricane Ian up to a total of \$500,000.

In accordance with the Authority's Budget Policies (2020), the Authority has a Disaster Recovery Reserve Fund to ensure funds are readily available for the recovery and continued operation of Authority facilities during and after disaster situations such as hurricanes. Due to Hurricane Ian, the Authority sustained damage to the Peace River Facility for which repairs and damage assessments are still underway. Although the Authority has initiated an insurance claim and will initiate a claim with FEMA, funds are still required to pay for these non-budgeted expenses, which as of November 10, 2022 total roughly \$150,000, and additional repairs for large ticket items, such as roofing on several buildings, as well as deductible payments are forthcoming. Staff recommends the board authorization for immediate transfer of \$150,000 from the Disaster Recovery Reserve fund to the General Fund for expenses already incurred related to Hurricane Ian, as well as Board approval for the Executive Director to authorize transfer of Disaster Recovery Reserve funds up to a total of \$500,000 as may be necessary to continue repairs associated with Hurricane Ian.

Budget Action: No action needed.

Attachments:

Tab A: Budget Policies (2020)

Tab B: Reserve Fund Balances

TAB A
Budget Policies (2020)

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

BUDGET POLICIES [2020]

Purpose and Intent:

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

General Considerations:

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

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

BUDGET POLICIES [2020]

FUNDS AND ACCOUNTS

1. **Utility Reserve Fund:**

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

2. **Rate Stabilization Account:**

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

3. **Renewal and Replacement Fund:**

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

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

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

BUDGET POLICIES [2020]

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

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

5. Disaster Recovery Reserve Fund:

The Authority's service area lies within a coastal zone highly susceptible to hurricane and storm damage. The purpose of the Disaster Recovery Reserve is to ensure funds for the recovery and continued operation during disaster situations such as hurricanes and other weather-related events (as well as other environmental or other natural disasters that cause disruptions of service). It is the goal of the Authority to maintain a balance at the end of each fiscal year of \$1 million in the Disaster Recovery Reserve.

DEBT SERVICE COVERAGE:

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

The Authority establishes a policy to budget for debt service coverage of 150% to assure compliance with bond covenants and maintain the highest possible credit ratings that can be achieved without compromising the mission of the Authority and meeting all contractual obligations. Debt service coverage

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

BUDGET POLICIES [2020]

is budgeted based on each customer's respective debt obligation. Funds budgeted for debt service coverage for each customer is to be maintained on behalf of that customer.

MEMBER CONTRIBUTION:

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

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

CUSTOMER PLANNING ASSESSMENT:

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

FEES & CHARGES FOR NEW SYSTEM CONNECTIONS:

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

TAB B
Reserve Fund Balances



Fund Balances as of: November 10, 2022

	GENERAL FUND [OPERATIONS]	RENEWAL & REPLACEMENT FUND	RATE STABILIZATION	SINKING FUND	DISASTER RECOVERY RESERVE	UTILITY RESERVE FUND	CONSTRUCTION	SYSTEMWIDE BENEFIT CONSTRUCTION	TOTAL
ACCOUNTS									
PNC - Checking	\$3,033,809						\$338,505		\$3,372,314
SBA Account Fund	\$1,791,612	\$2,747,667	\$2,133,794	\$11,294	\$1,012,256	\$11,155,194	\$965,704	\$838,752	\$20,656,274
FUND BALANCE	\$4,825,421	\$2,747,667	\$2,133,794	\$11,294	\$1,012,256	\$11,155,194	\$1,304,209	\$838,752	\$24,028,587

Budget Polices:

- General Fund: Policy to fund an operating reserve within the General Fund with an amount which shall be equal to the average monthly Operations & Maintenance Costs
- R&R Reserve Fund: Policy to maintain a minimum balance of \$2 million at the end of each fiscal year
- Rate Stabilization Fund: Goal to maintain a balance of \$1 million at the end of each fiscal year
- Utility Reserve Fund: Policy to maintain an uncommitted balance of 180 days of budgeted Operations & Maintenance Costs
- Disaster Recovery Reserve: Goal to maintain a balance of \$1 million at the end of each fiscal year

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
December 7, 2022

REGULAR AGENDA
ITEM 1

Water Supply Conditions and Year-End Summary for FY 2022

Presenter - Richard Anderson, Director of Operations

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

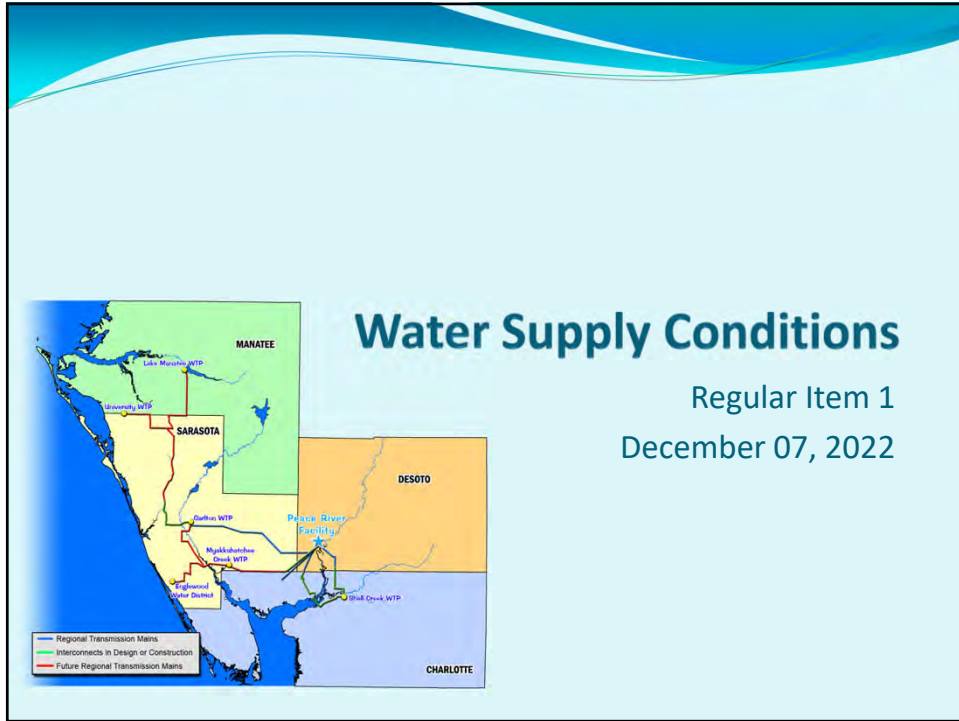
Water Supply Conditions at the Peace River Facility as of November 16, 2022.

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

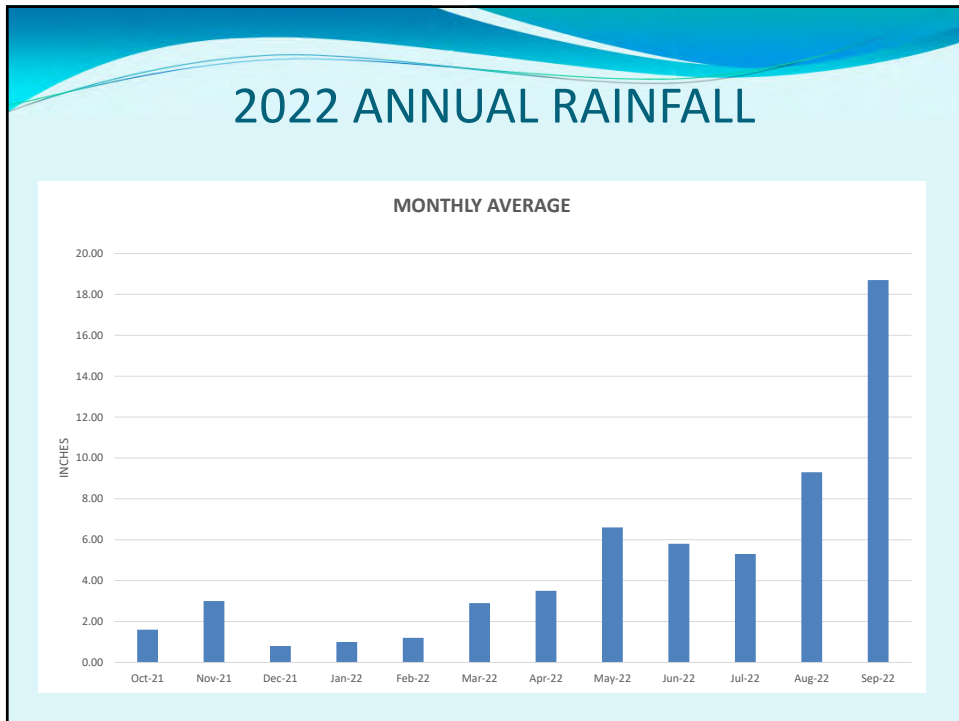
November Water Demand	28.3 MGD
November River Withdrawals	63.2 MGD
<u>Storage Volume:</u>	
Reservoirs	6.65 BG
ASR	<u>8.47 BG</u>
Total	15.12 BG

Attachments:

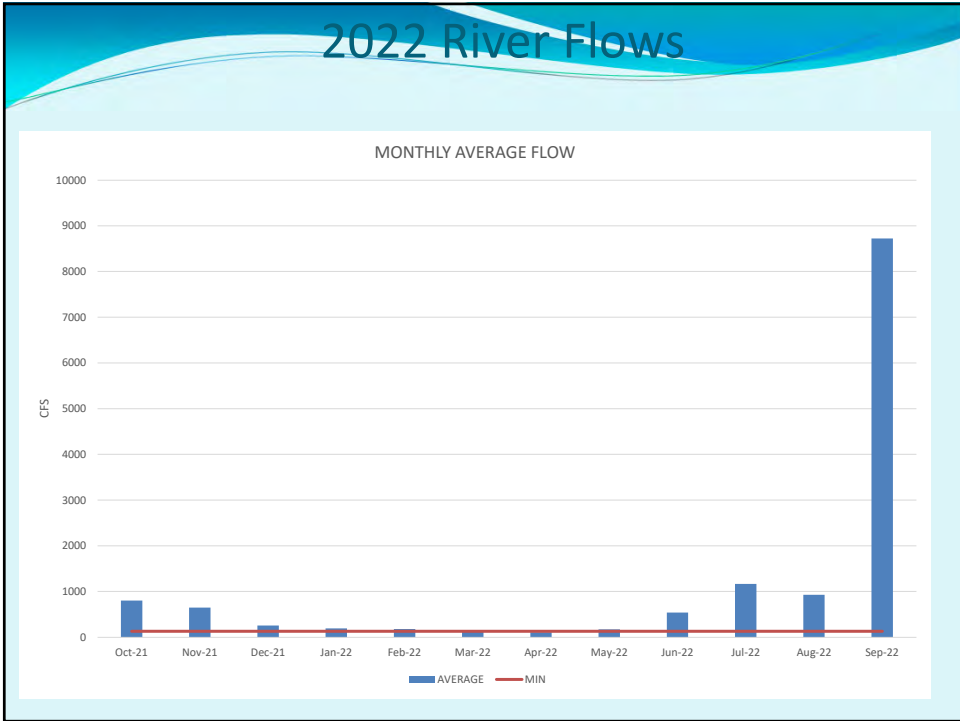
Presentation Materials



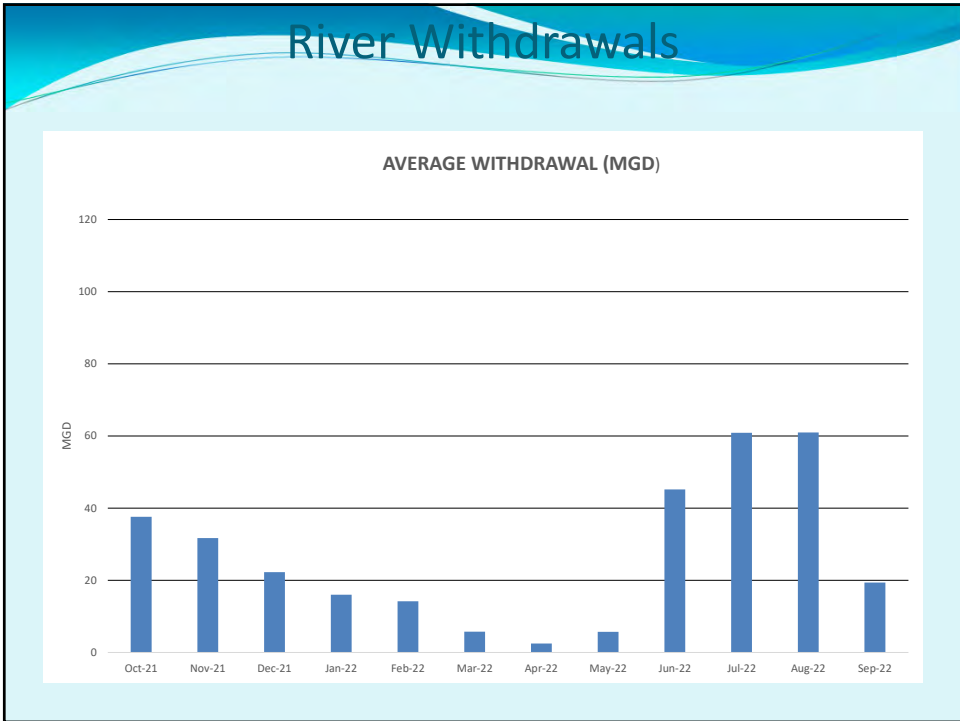
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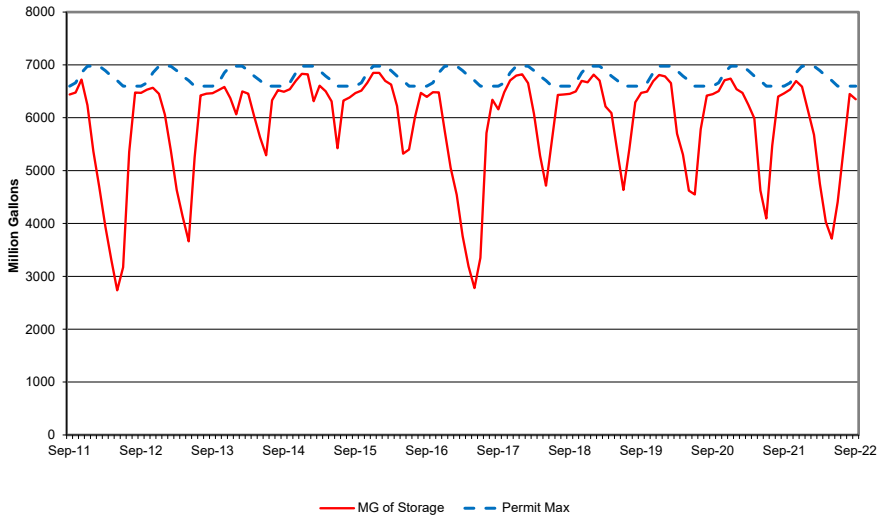
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4

Surface Water Storage

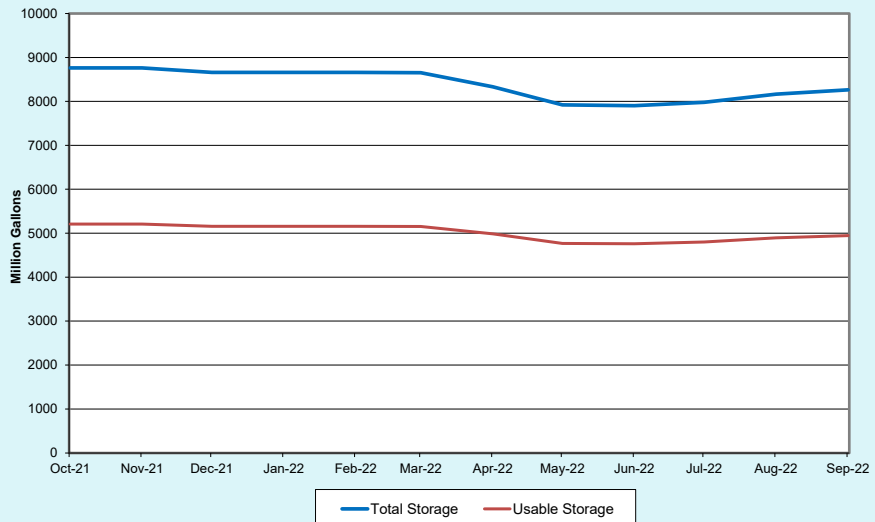
Peace River Facility Reservoir System Storage



5

2022 ASR Storage

Peace River Facility ASR System Storage



6

Regional Water Production FY 2022



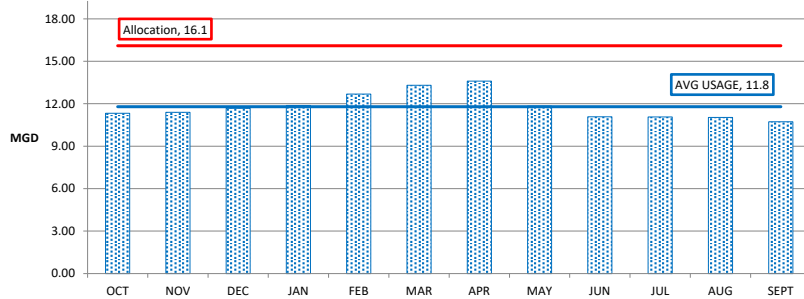
Source	Capacity [MGD]	FY 2022 [MGD]
Authority System	34.70	28.84
County & City Facilities	69.97	50.83
Total Capacity & Production	104.7	79.67
Export to Non Authority Customers	NA	(3.45)
Authority Customer Total Water Use	104.7	76.22

7

Charlotte County

Source	Capacity [MGD]	FY 2022 [MGD]	% UTILIZED
Peace River Facilities	16.10	11.80	73%
Charlotte Self Supply	3.17	0.52	16%
TOTAL	19.27	12.32	64%

2022 Allocation vs Usage

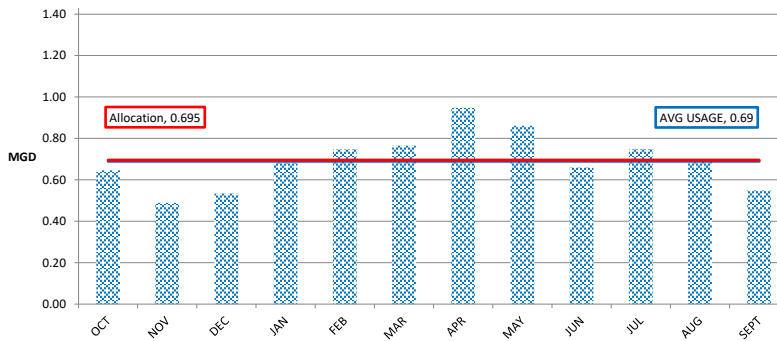


8

Desoto County

Source	Capacity [MGD]	FY 2022 [MGD]	% UTILIZED
Peace River Facilities	0.695	0.69	99%
Desoto Self Supply	0.75	0.34	45%
TOTAL	1.425	1.03	72%

2022 Allocation vs Usage

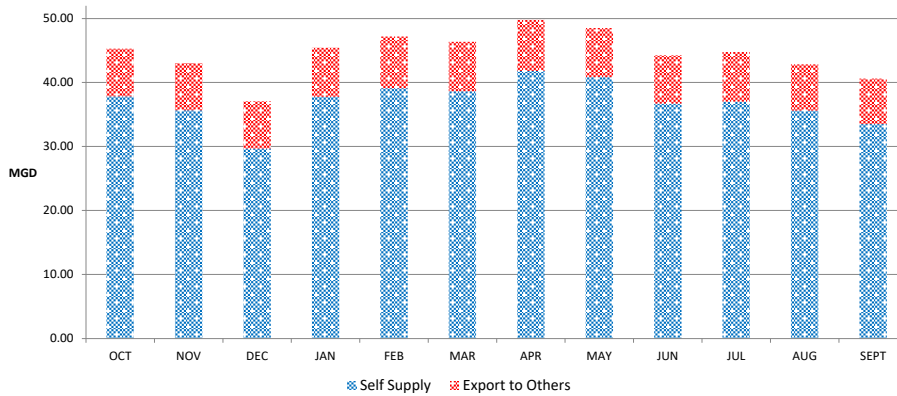


9

Manatee County

Source	Capacity [MGD]	FY 2022 [MGD]	% UTILIZED
Manatee Self Supply	52.00	37.01	71%
Export to Sarasota Co.	NA	4.13	
Export to Others	NA	3.45	
TOTAL	52.00	44.49	85.5%

2022 MONTHLY USAGE

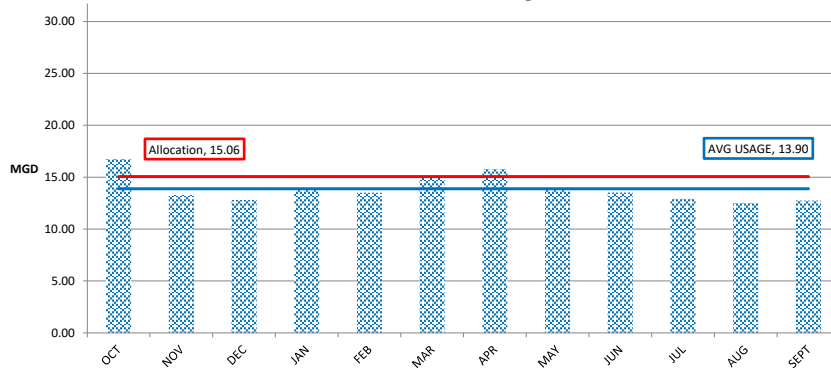


10

Sarasota County

Source	Capacity [MGD]	FY 2022 [MGD]	% UTILIZED
Peace River Facilities	15.06	13.90	92%
Import from Others	5.00	4.01	80%
County Self Supply	10.52	4.10	39%
TOTAL	33.58	22.01	66%

2022 Allocation vs Usage

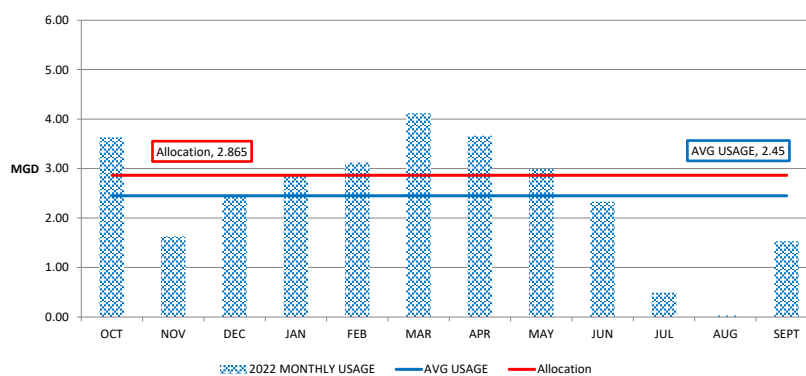


11

North Port

Source	Capacity [MGD]	FY 2022 (MGD)	% UTILIZED
Peace River Facilities	2.865	2.45	85%
North Port Self Supply	3.30	1.28	39%
Water Exchanged	N/A	0.12	
TOTAL	6.165	3.85	62%

2022 Allocation vs Usage

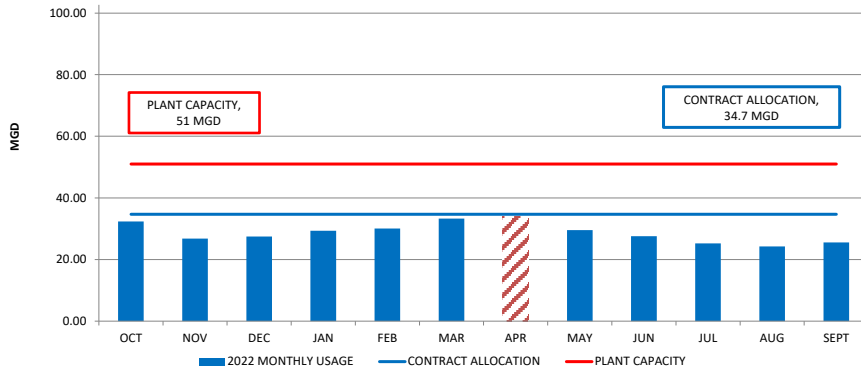


12

Regional Demand

Source	Capacity [MGD]	FY 2022 [MGD]	% UTILIZED
Authority Customers	104.70	76.22	73%
Customers + Consecutive Systems	104.70	79.67	76%

2022 PEACE RIVER FACILITY DELIVERY



13

Questions?



14

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
December 7, 2022

REGULAR AGENDA
ITEM 2

Regional Integrated Loop Phase 3C Pipeline Early Procurement Package

Presenter - Mike Knowles, Engineering & Projects Sr. Manager

Recommended Action - **Motion** to authorize the Executive Director to approve the purchase of materials for the Regional Integrated Loop Phase 3C Pipeline not to exceed \$10 million dollars for items which are being procured under Section 5.4.4 [Owner Direct Purchasing] of the Authority's Procurement Policy.

The Regional Integrated Loop Phase 3C Pipeline Project includes installation of approximately 9 miles of 42-inch diameter pipe and a new regional pumping and storage facility in northern Sarasota County. The Garney Companies, Inc. Design-Build Team was approved at the August 3rd Board meeting to deliver the project through a Progressive Design Build procurement which is intended meet the compressed time schedule to have the Project online to meet Sarasota County's needs by March of 2025.

The Phase 1 Scope and Fee for Design Services on the project approved at the October 2022 Board meeting, will develop the design of the pipelines and pump station to a 60% design level as well as provide the Authority with a GMP to complete the remaining design, permitting and construction as part of Phase 2 of the Project. In conjunction with these design efforts, in order to meet a spring 2025 project completion date, it will be necessary for the Authority to directly purchase certain long-lead items for the Phase 3C Regional Interconnect. Owner Direct purchase will include long lead items with a total estimated cost of not-to-exceed \$10 Million. The Contractor will solicit bids for these items while meeting the Authority's owner direct purchase policy requirements. Staff recommends Board approval for the owner direct purchase of the early procurement package items as follows not-to-exceed \$10 million: steel pipeline (raw materials and finished product), pipeline valves, pumps, generator, electrical gear, and yard piping and authorization for the Executive Director to approve such purchases.

The Regional Integrated Loop Phase 3C Pipeline Project – Phase 2 Contract Addendum for final design, construction permitting, construction, testing, commissioning, turnover services, and development of the GMP is scheduled to be presented for Board consideration and approval at the February 2023 Board Meeting.

Budget Action – None. Funds for these materials will come from the Authority's \$100M Line of Credit. Budget amendment will be proposed in early CY 2023

Attachments:
Presentation Materials



Regional Integrated Loop Phase 3C Pipeline Early Procurement Package

Regular Agenda Item 2

December 7, 2022



1



- 01 Background**
- 02 Early Procurement Package**
- 03 Next Steps & Schedule**
- 04 Motion**

2



01 Background

April 6, 2022

Board Approval of the Preferred Route

Board Approval of the Interlocal Agreement

June 1, 2022, Board Meeting

SOQ Progressive Design-Build (Info. Only)

August 3, 2022, Board Meeting

Board Approval to Begin Negotiations with Recommended PDB Contractor

October 5, 2022, Board Meeting

Board Approval of Phase 1 Contract

Early Procurement Package (Info. Only)



3



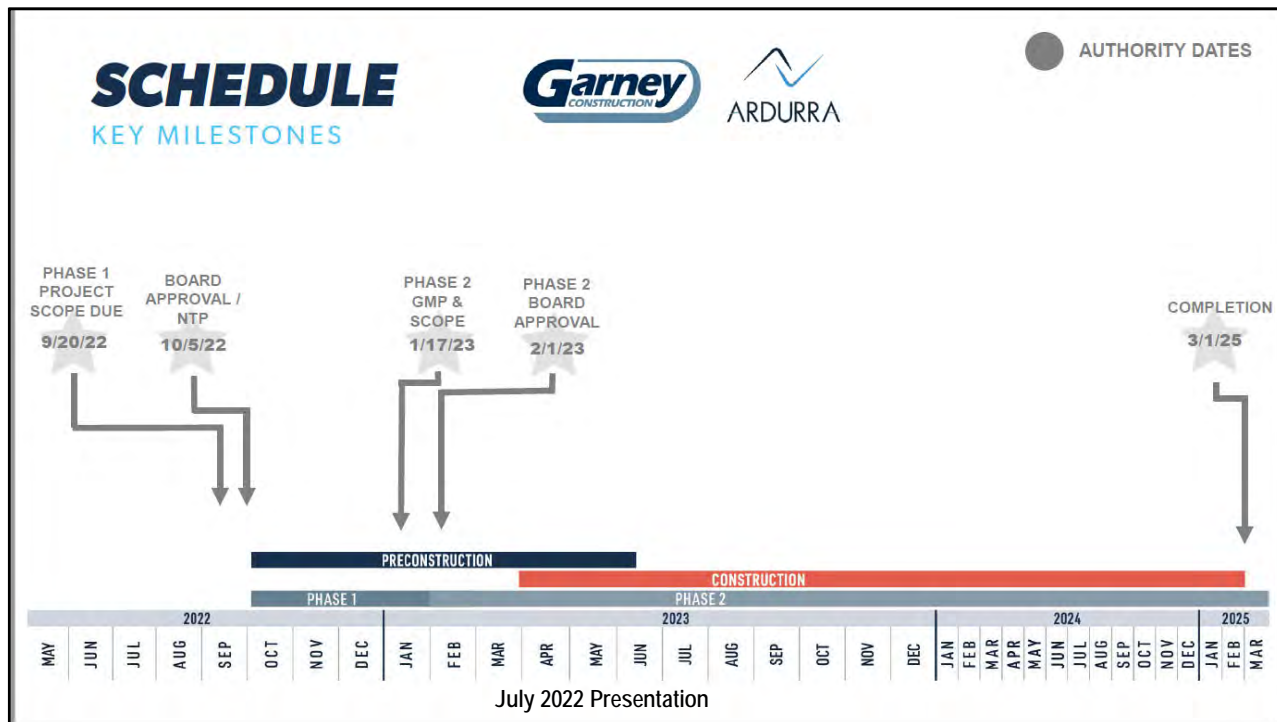
01 Background

02 Early Procurement Package

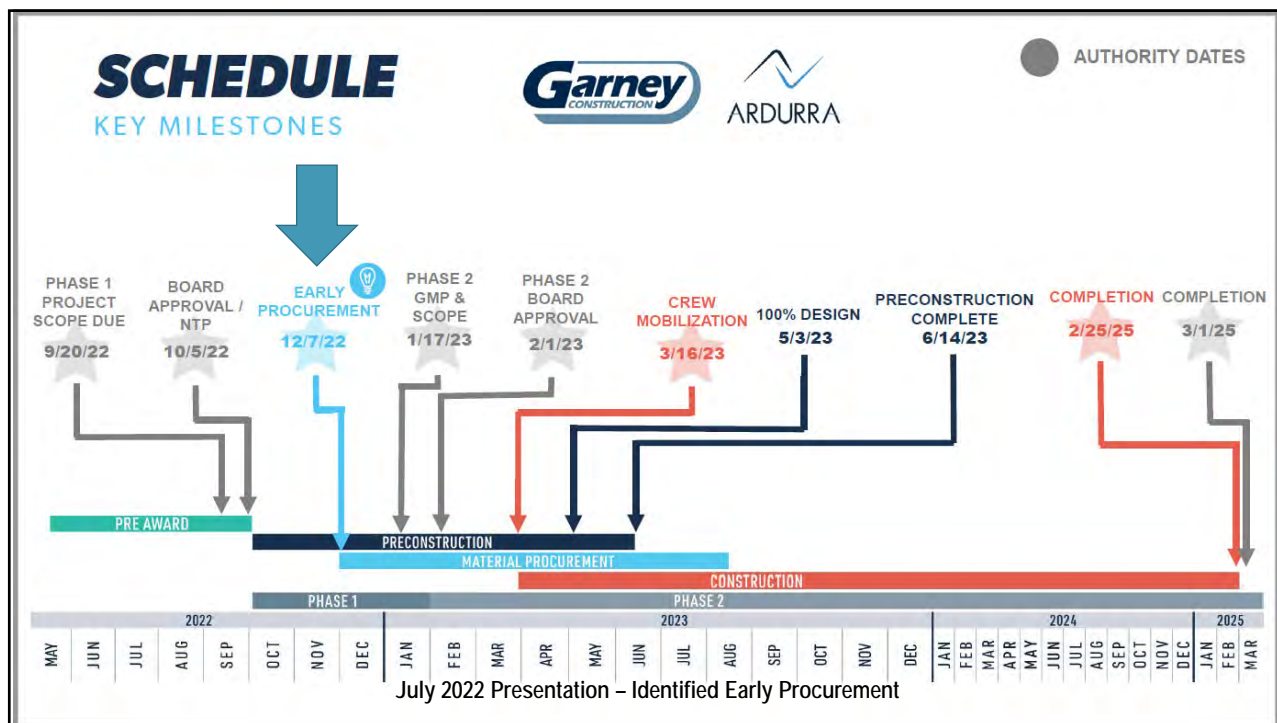
03 Next Steps & Schedule

04 Motion

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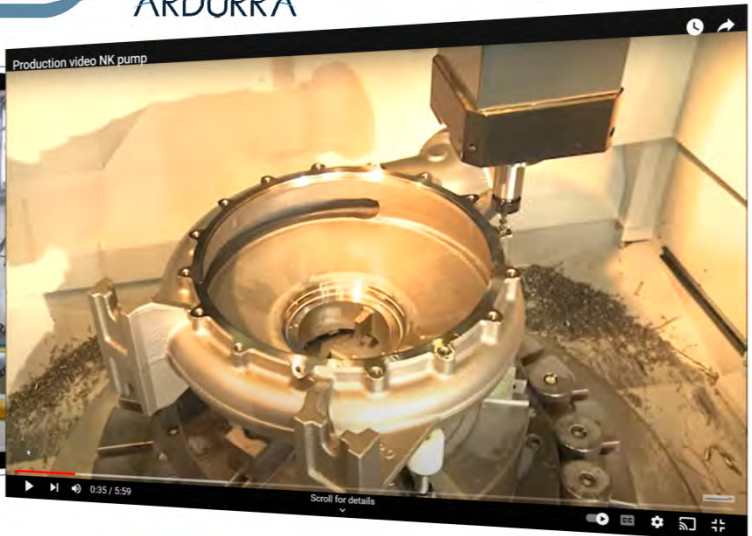


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Progressive Design-Build Early Procurement



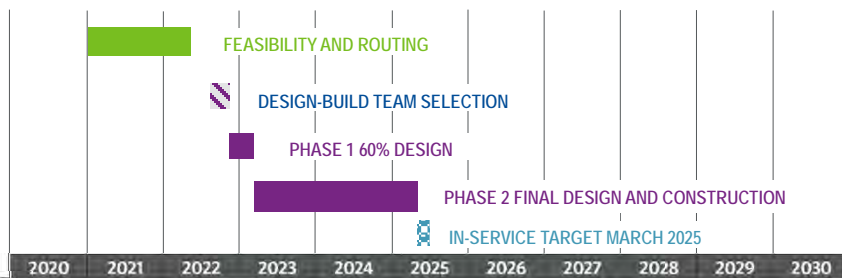
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- 01 Background
- 02 Design-Build Team
Phase 1 Contract
- 03 Next Steps & Schedule**
- 04 Motion

8

03 Next Steps and Schedule



Pipeline in service by 2025

- ✓ Feasibility and Routing Study Final Report and Board Approval – April 2022
- ✓ Execute Interlocal Agreement with Sarasota County – April 2022
- ✓ Progressive Design-Build Team Selection Process – August 2022
- ✓ Progressive Design-Build Team Phase 1 (60% Design) – October 2022
- ✓ Early Procurement Package – December 2022
 - Progressive Design-Build Team Phase 2 (Final Design & Const.) GMP – February 2023
 - Final Design and Substantial Construction Completion – March 2025

9



- 01 Background
- 02 Design-Build Team Phase 1 Contract
- 03 Next Steps & Schedule
- 04 Motion**

10

04 Motion

Motion: **Motion** to authorize the Executive Director to approve purchase of materials for the Regional Integrated Loop Phase 3C Pipeline not to exceed \$10 Million Dollars for items which are purchased under Section 5.4.4 of the Authority's Procurement Policy.

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
December 7, 2022

REGULAR AGENDA
ITEM 3

**Peace River Water Treatment Plant Facility Expansion Pilot Testing and Design Criteria Package
Development Work Order to Brown & Caldwell**

Presenter -

Mike Knowles, Engineering & Projects Sr. Manager

Recommended Action -

Motion to approve and authorize Executive Director to execute Work Order with Brown and Caldwell for an amount not to exceed \$1,884,400 for Peace River Water Treatment Facility Expansion Pilot Testing and Design Criteria Package and authorize use of the Authority's \$100M Line of Credit for project funding.

The Authority owns and operates the Peace River Facility (PRF) surface water treatment plant located in southwest DeSoto County at 8998 SW County Rd 769 in Arcadia, FL. The PRF finished water treatment capacity is 51 million gallons per day (mgd). The Authority intends to expand the PRF finished water treatment capacity up to approximately 24 mgd as part of the ongoing 5-year Capital Improvement Program. The Authority recently completed a PRF capacity increase evaluation for various treatment configuration options. The top-ranked option involved a stand-alone treatment system co-located with the existing process trains (i.e., Plants 1 – 4) which included inclined plate settlers and ceramic membranes as part of the overall treatment process (May 2022).

In order to expedite the project, enabling timely estimation of costs and opportunities for project staging such as initial construction of a portion of the treatment capacity, followed by completion of the full capacity at a later date as demand dictates, staff proposes the development of a Design Criteria Package (DCP) which is similar to development of a 30% design for the project, but would also include pilot testing of treatment processes under consideration. Development of a DCP will meet new requirements for submitting the project for SWFWMD co-funding, and while the project delivery method is undetermined at this time, a DCP would also support either conventional "Design-Bid- Build" (DBB) method, or alternative delivery methods such as "Construction Manager-At-Risk" (CMAR) or "Progressive Design-Build" (PDB).

The DCP would be developed through the Authority's Owner's Agent, Brown and Caldwell, to support the overall project timeline and delivery process. Cost is not to exceed \$1,884,400 which includes a \$150,000 Owners Allowance, use of which requires Executive Director approval. Immediate funding for the project is proposed through access to the Authority's \$100M Line of Credit. Ultimate funding allocations will be based on Customer's final participation in the supply project expansion.

Budget Action – None. Budget amendment expected in CY 2023.

Attachments:

Tab A Presentation Materials

Tab B Scope of Work

TAB A
Presentation Materials



Regional Water Treatment Plant Expansion Project Update

Regular Agenda Item 3

December 7, 2022



1



- 01 Background**
- 02 Design Criteria Package & Pilot Testing**
- 03 Next Steps & Schedule**
- 04 Motion**

2



01 Background

April 6, 2022

Capacity Optimization Study

Treatment Alternatives Evaluated (Info. Only)

June 1, 2022, Board Meeting

Capacity Optimization Study

Treatment Alternatives Ranking (Info. Only)

August 3, 2022, Board Meeting

Surface Water Supply Expansion Project (PR3 + WTP Expansion) Board Approval

October 5, 2022 Board Meeting

PRF Expansion Discussion – Timing and Need

3



01 Background

02 Scope of Work

03 Next Steps & Schedule

04 Motion

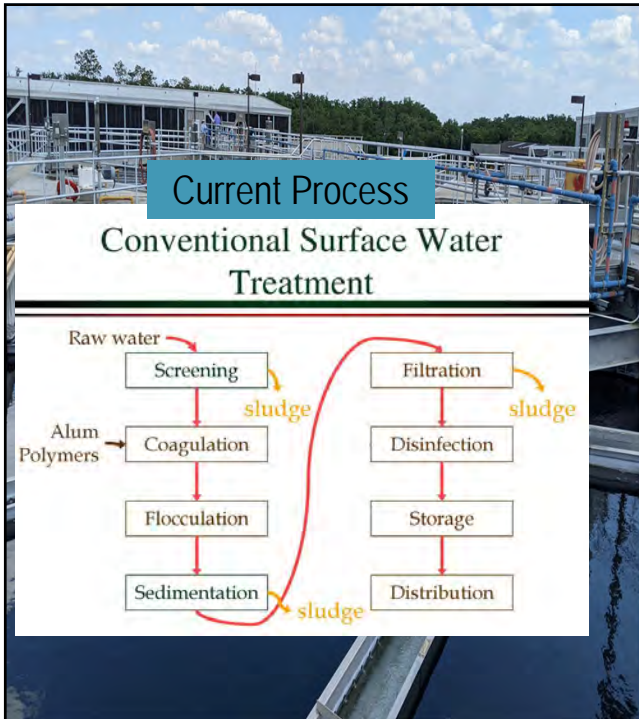
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02 Design Criteria Package & Pilot Testing

- Task 1 – Project Management
- Task 2 – PRF Expansion Bridging Documents
- Task 3 - Piloting
- Task 4 – Supporting Services
- Task 5 – Design Criteria Package
- Task 6 - Meetings

5



02 Design Criteria Package & Pilot Testing

Membrane Filtration

- 01 High performance
- 02 Compact units: less space needed than conventional treatment schemes
- 03 Simple operation
- 04 Membranes available can be used to separate many kinds of contaminants
- 05 Disinfection can be performed without chemicals

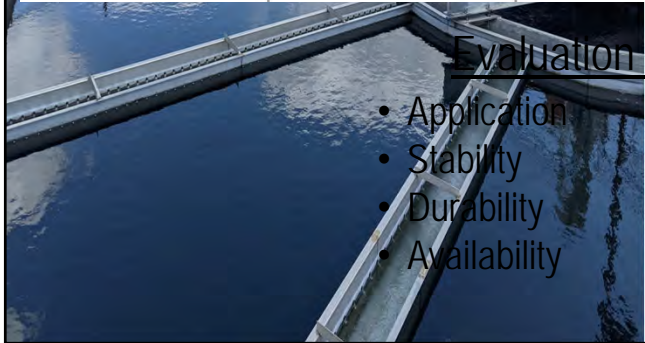
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02 Design Criteria Package & Pilot Testing



Which shoe is the best fit for you?



Evaluation Criteria

- Application
- Stability
- Durability
- Availability
- Price Point
- Quality Control
- Orthotic Compatibility
- Special Features

7



02 Design Criteria Package & Pilot Testing



Which treatment is the best fit for Peace River?



Evaluation Criteria

- Capital Cost
- Staffing Needs
- Permitting Needs
- Life Cycle Cost
- Availability
- MCL Compliance
- Operational Complexity
- Land Requirements
- Future Regulations

DCP & 3rd Party Review Due October 2023

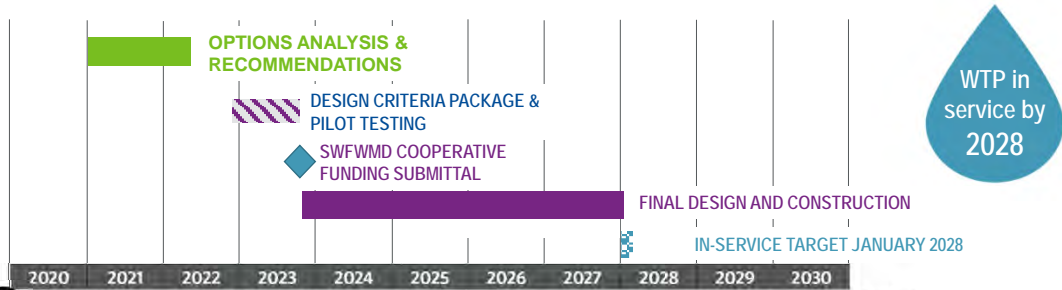
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- 01 Background
- 02 Design Criteria Package & Pilot Testing
- 03 Next Steps & Schedule**
- 04 Motion

9

03 Next Steps and Schedule



- ✓ WTP Capacity Optimization Study – Alternatives Evaluated (Info. Only) – April 2022
- ✓ WTP Capacity Optimization Study – Alternatives Ranked (Info. Only) – June 2022
- ✓ Board Approval of PR3 & WTP Expansion – August 2022
- ✓ Design Criteria Package & Pilot Testing Approach (Info. Only) – October 2022
 - Design Criteria Package & Pilot Testing Work Order for Board Approval – December 2022
 - Procurement, Design, and Construction Phases Begin – October 2023
 - Substantial Construction Completion – January 2028

10



Motion to approve and authorize Executive Director to execute Work Order with Brown and Caldwell for an amount not to exceed \$1,884,400 for Peace River Water Treatment Facility Expansion Pilot Testing and Design Criteria Package and authorize use of the Authority's \$100M line of credit for project funding.

TAB B
Scope of Work

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
OWNER'S AGENT SERVICES CONTRACT
PEACE RIVER FACILITY EXPANSION BRIDGING/PILOTING/DESIGN CRITERIA PACKAGE
SCOPE OF SERVICES**

INTRODUCTION

The Peace River Manasota Regional Water Supply Authority (Authority) owns and operates the Peace River Facility (PRF) surface water treatment plant in southwest DeSoto County at 8998 SW County Rd 769 in Arcadia, FL. The PRF finished water treatment capacity is 51 million gallons per day (mgd). The Authority intends to expand the PRF finished water treatment capacity by 24 mgd as part of their ongoing Capital Improvement Program. The Ardurra Group, Inc. (Ardurra) recently completed a PRF capacity increase evaluation for various treatment configuration options. The top-ranked option involved a stand-alone treatment system co-located with the existing process trains (i.e., Plants 1 – 4), and included inclined plate settlers and ceramic membranes as part of the expanded treatment process (Ardurra, May 2022). In general, the recommendations included the following improvements:

- High-rate plate or tube settlers followed by membrane filtration
- New chemical feed systems for:
 - Alum – three (3) pumps (150 gallons per hour [gph] each) with eight (8) 20,000-gallon storage tanks
 - Caustic (sodium hydroxide) – eight (8) pumps (60 gph each) with two (2) 15,000-gallon storage tanks
 - Sodium Hypochlorite – six (6) pumps (100 gph each) with two (2) 20,000-gallon storage tanks
 - Ammonium Hydroxide – three (3) pumps (20 gph each) with one (1) 7,500-gallon storage tank
 - Polymer – three (3) pumps (200 gph each) with no on-site storage
 - Powdered Activated Carbon (PAC) – three (3) pumps (200 gph each) with one (1) 115,000-gallon storage tank
- Chemical systems are assumed to be housed in open buildings, similar to the existing onsite chemical storage. The buildings are assumed to include a shallow foundation and canopy.
- One gravity thickener – 60-foot diameter circular tank
- Two (2) progressing cavity (PC) or double-diaphragm (DD) thickened sludge pumps (130 gpm @ 76 feet TDH each)
- One (1) belt filter press – no new building is proposed
- One (1) sludge cake transfer PC pump (15 gpm @ 50 feet TDH)
- Recycle pump station (duplex configuration) submersible pumps (311 gpm @ 50 feet TDH each)
- Ground storage tanks – no additional storage is proposed

- New high service pump station – 4 pumps at 7.65 mgd each (3 duty – 1 standby)

The Authority is applying for cooperative capital funding for the PRF expansion through the Southwest Florida Water Management District (SWFWMD). To meet SWFWMD documentation requirements and to comply with its Cooperative Funding Initiative (cooperative funding) application and approval process, a Design Criteria Package (DCP) with sufficient detail as defined by SWFWMD is required to be submitted on or before October 2023 to maintain the project schedule. The project delivery method is undetermined at this time and may proceed as a conventional “Design-Bid-Build” (DBB) method or an alternative delivery method that may include either a “Construction Manager-At-Risk” (CMAR), “Progressive Design-Build” (PDB) or a “Fixed-Price Design-Build” (FPDB). These documents will be configured as a single contract.

The Authority wishes to develop a DCP and perform treatment process pilot testing for the planned PRF expansion to support this capital project’s the overall project delivery process. This Scope of Services covers design development for the inclined plate settler and membrane filtration technologies that will be documented in the DCP. The scope of work is organized in the following tasks:

- Task 1 – Project Management
- Task 2 – PRF Expansion Bridging Documents
- Task 3 – Treatment Process Pilot Testing
- Task 4 – Support Services
- Task 5 - Design Criteria Package
- Task 6 - Meetings
- Task 7 – Owners Allowance

The PRF expansion bridging documents development will begin prior to the pilot testing. The pilot testing will be performed to confirm and inform finalization of the bridging documents and DCP. The DCP will be developed in parallel to the finalization of the bridging documents.

Support Services will begin upon Authority written acceptance of the DCP and general layout.

A. SCOPE OF SERVICES

Task 1 – Project Management

This task involves overall project management by the Agent, as well as coordination with the Authority, the Agent’s subconsultants, and water treatment technology pilot equipment suppliers.

1.1 – Budget Management, Project Schedule, and Project Coordination

Agent will manage the budget, the project schedule, invoicing, and progress reporting throughout the scope of services duration. Agent will coordinate with Authority Project Manager throughout the project via meetings, email, and phone conversations to respond to questions, provide project updates, and discuss project requirements.



Agent will prepare a project schedule (MS Project) to incorporate tasks and identify key deliverables and milestones. The project schedule will also note specific tasks that may be contingent upon activities to be completed by the Authority. Agent will develop and maintain a project risk register, design decision log, and a change log.

Task 2 – PRF Expansion Bridging Documents

This task will address the requirements for SWFWMD funding through evaluation and analysis of available data collected from studies and field activities. The bridging documents will be reviewed as part of the SWFWMD-prescribed the Third-Party Review (TPR) process. Comments received during the TPR process will be addressed by the Agent.

Subtask 201 - Data Review

The Agent will prepare a data request, which may include items such as historical SCADA data, record drawings, reports related to the facility and its operation, permits, chemical usage quantities and invoices, monthly process workbooks, individual filter turbidity data, residual production and handling information, residual handling contracts and invoices, laboratory data, annual budgets, and other specific operations and maintenance (O&M) data. The Agent will review and assess the information and data supplied. Agent may submit additional requests to the Authority for additional information.

Subtask 202 - Flow Evaluation

The flow evaluation will evaluate the base supply, as defined by SWFWMD FY 24 CFI Application Guidelines, and will be used to size the PRF expansion. The Agent will collect flow data provided by the Authority to develop an estimate of available water that will be made available through this project to identify expansion design flow criteria. The model will use historical data, and future member government demands to develop capacity requirements. Potential historical data sources include SCADA, Daily Monitoring reports, capacity analysis reports, and other flows-related reports. The Agent will summarize the findings in the DCP.

Assumptions:

All required historical flow data will be provide to the Agent by the Authority.

Subtask 203 – Technology Optimization Evaluation

The TPR process requires a design alternative feasibility analysis. The Agent will perform a technology optimization evaluation (TOE) for capacity upgrades that will include a design alternative feasibility analysis. In the previous Ardurra report, alternative screenings were documented for minor and significant upgrades. The TOE will include an alternative feasibility analysis that compares alternate technologies for the proposed treatment train alternative selected within the Ardurra report. The TOE will include the following:

- Compare up to three (3) treatment technologies for the expansion.
- Prepare process flow diagrams for each of the technology treatment train options
- Develop general arrangement site plans for the alternatives, including preliminary unit process footprint sizing.
 - Assumption: Bluebeam PDF schematics will be provided for review.

- Review hydraulics, process connections, and other utility tie-in requirements for each of the 3 technologies.
- Develop a lifecycle cost analysis of the processes, materials, techniques, and technologies for the proposed project. Prepare planning-level capital, and O&M opinion of probable construction costs (OPCC) associated with the alternative's improvements. This OPCC will be consistent with The Association for the Advancement of Cost Engineering (ACE) International Recommended Practice No. 18R-97 Class 5 screening that occurs with 0% - 2% project development. The accuracy of the estimate will be -50% - +100%.
- Evaluate and perform risk registers for the alternatives (fatal flaw and risks).
- Perform value engineering to identify and document potential cost savings.
- Produce a ranking system for alternatives, which will undergo sensitivity testing of the potential improvements to prioritize elements of the PRF expansion project. The ranking system will include scoring for O&M requirements, capital costs, and life cycle costs.

The TOE will be performed for three (3) alternatives identified during the evaluation. It will also include the following:

- The Agent will use vendor-supplied information to perform preliminary equipment and tank sizing and estimate treatment performance prior to the completion of pilot testing. The results will be used in preliminary equipment selection and high-level OPCCs for comparison purposes. The equipment and tank sizing will be updated as necessary following pilot testing and technology selection for sizing.
- The Agent will complete gravity hydraulic modeling of the alternatives using Visual Hydraulics (hydraulic software) for analyzing the current and proposed hydraulic conditions. Visual Hydraulics will be used to create the proposed hydraulic profile model, and document existing conditions. Hydraulic profile drawings will not be developed as part of this subtask.
- The Agent will use AFT Fathom to develop preliminary pumping system models to develop design criteria and sizing criteria for all pumping systems in TOE.

Note that the above tasks will be documented in the Expansion Bridging Document described in subtask 207.

Subtask 204 – Selected Alternative Opinion of Probable Construction Cost (OPCC)

This subtask will develop budgetary pricing for the construction of the selected alternative. This task will occur during the development of the Design Criteria Package and once the Authority has a selected single alternative. This OPCC will not be included in subtask 207 (bridging document) but will be provided in the Basis of Design Report (BODR) (Task 5).

A draft OPCC will be developed for the selected alternative developed in subtask 203 by the Agent in accordance with the ACE International Recommended Practice No. 18R897. The OPCC will be organized and subtotaled for the proposed facility expansion. A Class 3 estimate will be prepared that is consistent to a level of project development between 10% and 40%. The Class 3 estimate will be used for budgetary purposes and carries an accuracy of -20% to +30%. After the draft OPCC is submitted, the Authority will have the option to provide comment. The Agent will address the comments and submit a final OPCC.



Subtask 205 - Environmental Review/Site Assessment

An environmental review is required for this proposed project to be funded. This review will include preparing the following:

- A list of threatened, endangered, proposed, and candidate species and designated critical habitats may be present in the project area.
- A discussion of significant adverse effects upon flora, fauna, threatened or endangered plant or animal species, surface water bodies, prime agricultural lands, wetlands, or undisturbed natural areas.

An onsite field visit will be conducted to collect hydrology, vegetation, and soils data to complete the Army Corp of Engineers (ACOE) jurisdictional wetland determination of the Section 404 Waters of the United States identified within the parcel boundary. If required, the 404 Application will be submitted under the next phase of this project, and is not included. The intent of this task is to identify whether a permit is required.

Subtask 206 - Permitting Review

The Agent will meet with permitting agencies to discuss the project and evaluate the permitting requirements for the project. Permit pre-application meetings will be summarized in meeting minutes. The Agent will coordinate with the Authority to attend pre-application meetings. Each agency's permit and regulatory requirements will be evaluated to evaluate the impact to the project. This evaluation consists of identification of permits required, documenting the permitting agency review period, and the permit fees. The Agent will meet with the following agencies:

- DeSoto County Building Department (Building Permit).
- Florida Department of Environmental Protection (FDEP) (National Pollutant Discharge Elimination Permit [NPDES], Public Water System [PWS] Components, 404 and/or Environmental Resource Permit [ERP]).
- Florida Power and Light (FPL).
- Florida Fish and Wildlife Conservation Commission (FWC) for potential gopher tortoise relocation or other impacts to species of concern.

Subtask 207 – Bridging Documents

The Bridging Documents will address funding requirements as a component of the Design Criteria Package (DCP) that will be used to procure the final design and construction portions of the project. The intent of the bridging documents will be a higher-level evaluation, whereas the DCP will form the basis of design and include sufficient detail to meet cooperative funding requirements. The Agent will document and summarize efforts included in Task 2 in the Bridging Documents. To streamline the process and maximize cost-effectiveness, the Agent will begin Bridging Documents development prior to the completion of the pilot study. The pilot study will be performed to validate and inform the technology selected. Preliminary site layout drawings will be prepared to document unit process sizing, show general site arrangement and locate the new treatment train. Drawings in the bridging documents will be developed in a BIM model (Revit). The bridging documents will be updated and revised following the completion of the pilot testing.

General Information to be part of the bridging documents, as required by SWFWMD, are:



- Location description of project with map
- Size of property
- Owner of project site
- Demonstration of need
- Base supply
- Propose of the project
- Primary uses of the water
- Current level of project readiness
- Identification of the water source and the quantity and quality
- Level of permitting discussions already completed or in process
- Description of proposed upgrades
- Description of proposed project delivery method, schedule, and costs
- Cost information will include
 - Project cost per funding year activities
 - Anticipated future annual funding request through completed project

Task 3 – Piloting

The Agent will coordinate and conduct technology pilot testing to identify the suitability of the proposed water treatment technology and evaluate performance parameters.

The purpose of the pilot will be to validate the technology selection, verify that treated water quality meets Authority and regulatory goals and requirements, identify critical design element data gaps, and identify design criteria considerations and constraints. The water quality objectives identified are:

Proactively treat for taste and odor (geosmin and methylisoborneol [MIB])

Remove trace organic compounds

Other key objectives include:

- Familiarize operations staff with piloted technologies
- Optimize process design parameters for final detailed design
- Evaluate optimum initial operating parameters at pilot scale
- Compare and evaluate the effectiveness of each unit process for removal of total organic carbon (TOC), color, and ultraviolet transmittance (UV254)

Assess the effectiveness of each treatment train at removing other targeted constituents

Four (4) technologies will be piloted for comparison. The technologies are skid/trailer-mounted equipment, and include the following technologies/manufacturers:

- MRI – Plate Settler/Flocculator Pilot Unit
- Seuz/Veolia – Emerged Membrane



- Nanostone – Ceramic Membrane
- Hungerford & Terry – GAC Columns

The pilot testing will be performed from February (2023) up to July (2023) to perform work during historically documented seasonal raw water quality variability. The pilot study duration includes time for equipment acquisition, mobilization, commissioning, pilot testing, demobilization, and report preparation. The scope assumes that the pilot testing period will be up to six (6) months.

The Agent will coordinate the following tasks for the pilot testing:

- Vendor coordination
- Pilot construction support
- Pilot startup-commissioning
- Piloting data analysis and confirmation
- Pilot Testing QA/QC, Sampling, and Operations
- Pilot Testing Results TM
- Pilot Skid Manufacturer Rental

Subtask 301 – Vendor Coordination

Vendor coordination includes the shipping, delivery and mobilization of the pilot testing units. The task will include:

- Coordination between the pilot vendors regarding site visits,
- Agent verification of field conditions,
- Contract negotiations with piloting vendors,
- Staffing coordination between piloting vendors, the Authority, and the Agent,
- Facilitate shipping, or
- Provide additional detail for logistics outside of the initial pilot planning scope.

Subtask 302 – Pilot Construction Support

The Agent will provide pilot testing equipment construction support activities. There is a planned 40 hours from a field engineer and up to 40 hours from subject matter experts to coordinate construction activities and on-site coordination with PRF operational staff to assist the pilot testing equipment suppliers field staff. Providing a complete, operational pilot facility is the responsibility of the technology supplier.

Subtask 303 – Pilot Startup-Commissioning-Demobilizing

The startup, commissioning, and de-mobilizing of the pilot units are primarily the responsibility of the technology supplier. For this task, a field agent is budgeted up to 48 hours and up to 68 hours from subject matter experts, as needed for project support.

The technology supplier will be required to provide engineering support and a pilot manager, as required, to tie into the system, set up discharge, support maintenance of typical plant operations, dial in the chemical dosing, and get the pilot unit running as planned. It is assumed that Plant Operational Staff/Operators have availability to aid in startup/commissioning by providing electrical connections, required pumps (1 influent/1



waste), hoses/piping, and connections into the current system and waste lines. The Agent will facilitate only during the startup-commissioning subtask. Demobilization will include restoring all plant piping and electrical back to pre-pilot conditions.

Subtask 304 – Data Analysis and Confirmation

This scope of work assumes that all testing and analytics will be performed inhouse by the Authority. The table below shows the scope of the sampling to be performed by the Authority.

Water Quality Testing Sampling Matrix							
Parameter/Test	Grab Sample Location (assumes 20-week sample duration)						Number of Sample Tests
	Field/Lab Analysis	Sampling Point: Raw Water	Sampling Point: Settled Water	Sampling Point: MF Permeate 1	Sampling Point: MF Permeate 2	Sampling Point: GAC Effluent	
Alkalinity ^{b,c}	Lab	Weekly	Weekly	Weekly	Weekly	Weekly ^d	94
Color ^c	Lab	Weekly	Daily	Daily	Daily	Daily ^e	390
Dissolved Al ^c	Lab	Weekly	Daily	Daily ^d	Daily ^d	Daily ^e	390
Dissolved Fe ^c	Lab	Weekly	Weekly	Weekly ^d	Weekly ^d	Weekly ^e	94
Dissolved Mn ^c	Lab	Weekly	Weekly	Weekly ^d	Weekly ^d	Weekly ^e	94
Geosmin ^c	Lab	Weekly	Weekly	Weekly	Weekly	Weekly ^e	94
MIB ^c	Lab	Weekly	Weekly	Weekly	Weekly	Weekly ^e	94
pH	Field	-	Continuous ^a	-	-	-	5,000+
Temperature	Field	-	-	Continuous ^a	Continuous ^a	-	5,000+
Total Suspended Solids (TSS) ^c	Lab	Daily	Daily	-	-	-	200
Total Organic Carbon (TOC) ^c	Lab	Weekly	Weekly	Weekly	Weekly	Weekly ^e	94
Turbidity ^b	Field/Lab	Daily	Daily	Continuous ^a	Continuous ^a	Daily ^e	270 (grab) 5000+ (automatic)
UV254 ^c	Lab	Weekly	Daily	Daily	Daily	Daily ^e	390

a. Recorder automatically by pilot units.
 b. As needed with changing conditions but at least as often as indicated.
 c. Sample will be collected by plant operators and analyzed at laboratory or sent to external lab for analysis.
 d. Permeate sample does not need to be filtered for dissolved metals analysis.
 e. Assumes GAC pilot unit will not operate for 8 weeks due to optimization of PACfed alternatives.

Note that the table is based on up to 6 months of sampling as a conservative estimate.

The Agent will regularly throughout the piloting analyze the data collected by the manufacturer (e.g., continuous sampling and measurements taken remotely through instrumentation) (piloting manufacturers will be required to provide report) and the laboratory results.

The task includes the daily staffing requirements for the pilot, which is being defined in the pilot planning scope of services. It is assumed that the pilot(s) will require an engineer eight (8) hours a day, five (5) days a week, for QA/QC, sampling, and ongoing operations. Additional hours are budgeted from other personnel for additional field support, subject matter expertise, and disciplinary engineering, as needed. In general, these tasks include the following daily schedule breakdown:

- a) Startup log (30- 45 minutes)
- b) Gather samples (60 minutes)
- c) Check data records (30 minutes)
- d) Record data (i.e., chemical dose rate, inlet/outlet pressures, flow, TSS, residual level, etc.) (45 minutes)
- e) Identify anything out of the ordinary that occurs (periodic checks)
- f) Startup/shutdown procedures
- g) Check any alarms as necessary



- h) Refill any required chemicals
- i) Check fuel level in generator (if applicable ~ 15 minutes/periodically)
- j) Refill generator (as needed 20 minutes)
- k) Communicate with manufacturer pilot manager and adjust as needed

The manufacturers will provide “Pilot Managers” that the Agent’s team will directly communicate with to optimize, pose questions, or identify challenges. However, it’s typical that these communications will occur just during startup/shutdown events.

Staffing is usually required more in the beginning, and less after the operations have been optimized. It is likely the staffing requirement will be reduced after the pilot units have been optimized. Staff is not needed to monitor the pilot units 24/7.

Subtask 305 – Pilot Testing Results TM

Following the completion of the pilots and meeting with the Authority, the Agent will prepare a net present worth (NPW) analysis of the various technologies piloted and rank the technologies based on the cost and non-cost factors identified. This information will be used to update the bridging documents developed under Task 2 and as the basis for selection recommendations.

The Agent will prepare a draft Pilot Testing Results TM to include each piloted technology. Based on the NPW analysis and the rankings, the Agent will recommend a technology for the expansion. The Agent will meet with the Authority to review findings, update the draft report with comments and submit a final report. The final recommendations will be used in the DCP to develop a pre-design that can be used for solicitation.

Subtask 306 – Pilot Skid Manufacturer Rental

The subtask intends to provide funding for the technology equipment rental. The piloting is anticipated to run for up to six (6) months. The equipment rental costs are actual costs per manufacturer unit for all six (6) months of piloting. If piloting is concluded before six (6) months, there will be a cost savings. The line item includes four (4) manufacturer units, which are:

- Plate Settler/Flocculator Pilot Unit
- Submerged Membranes
- Ceramic Membranes
- GAC Columns

Rental costs will be made as a time and material basis.

Task 4 - Support Services

Agent’s subconsultants will provide support services that include site survey and geotechnical engineering.

Subtask 401 – Survey

The Agent’s survey subconsultant will perform a Topographic Survey of the property referenced above as located at 8998 Kings Highway, Arcadia, Florida, 34269. Survey limits and scope are shown in exhibits to this scope document. Features of the survey include:



- Surveyor will establish site elevations on a maximum fifty (50') foot grid, at grade breaks, at changes in direction on curbing/paving, extending to 10 feet off site (where accessible) on other sides not fronting a street/right-of-way. Survey data shall reflect 1-foot contours. No elevations will be established within wetland areas or ponds / lakes.
- Surveyor will locate visible aboveground site improvements, utilities, and appurtenances. Underground utilities will be graphically depicted on the survey drawing(s) in accordance with visible appurtenances.
- Surveyor will assume no responsibility for the completeness and/or accuracy of subsurface data represented on the survey drawing(s) from information provided by others.
- Location of wetland delineation lines, if applicable, will be made.
- Surveyor will locate living trees of 4" or greater DBH. No trees will be located within wetland areas.
- Surveyor will create a DTM or TIN model for each site as part of this survey.
- Surveyor will locate geotechnical borings for each site
- Surveyor will locate existing platted rights-of-way and easements within each survey area based on the last deeds of record for each adjacent parcel. Known rights-of-way and easements will be depicted in the final survey drawings. Title searches are not included as part of this survey.
- Data is to be referenced to the Florida State Plane Coordinate System, Florida West Zone, NAD 83/07 or 11 Datum.
- Elevations will be referenced to existing published DeSoto County/NGS benchmarks and shall refer to North American Vertical Datum (N.A.V.D.) of 1988 with a conversion provided to NGVD 1929.
- The files will be delivered containing the survey drawing(s) in AutoCAD format prepared to the Consultant's CAD/layer specifications as well as electronic copies of the survey.
- Survey work will be performed in accordance with the standards of practice outlined in Chapter 5J-17 of the Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

A Boundary Survey is not included as part of this survey. Survey work will be provided to the Authority and included in the DCP.

Subtask 402 - Geotechnical Borings

The size and location of buildings and structures are not known during the time of preliminary scoping. An allowance of **\$50,000** will be provided under subtask 402. This allowance includes the following services:

- Preliminary Geotechnical Investigations for proposed storage or process tanks and structures.
- The preliminary-design level geotechnical investigation will be completed by Agent's geotechnical subconsultant once a site plan is approved and locations of storage and process tanks, buildings, and storage areas are decided.

In general, the allowance covers geotechnical field exploration, sampling, corrosion potential, testing, borings, and reporting required to provide the necessary information

to support the project development. The extent that this allowance is used will be discussed with the Authority before notice to proceed is given to the geotechnical subcontractor. A geotechnical engineer, licensed in the state of Florida, will oversee, and direct the field work, as well as prepare and sign and seal the report. It is assumed that this Report will be provided to potential bidders in the DCP.

Task 5 – Design Criteria Package

This task is to prepare a DCP that contains enough detail to satisfy SWFWMD’s application requirements, estimate the expansion cost (information of DCP will be used in subtask 204), and solicit and procure bids from engineers and contractors to design and construct the PRF expansion. The DCP will advance the bridging documents to a basis of design report (BODR) that will be used in solicitation for the procurement of the project delivery team, including engineering design, construction, and construction phase engineering services. Note the intent of the bridging documents is to satisfy SWFWMD requirements and create approximate sizing for cost comparisons. The intent of the DCP is to:

- Finalize firm capacity/number of units/redundancy requirements
- Identify process tank sizes
- Develop process flow diagrams
- Generate a preliminary hydraulic profile
- Identify auxiliary systems (e.g., chemical, air, etc.)
- Identify layout requirements and site/civil, drainage, and pipe bedding general requirements
- Develop a preliminary specification list
- Evaluate Code Requirements
- Identify applicable building codes, Florida Administrative Code requirements, and other local project requirements
- Identify foundation requirements for structures (i.e., deep, shallow) and corrosion potential
- Establish general construction material requirements
- Identify site power source(s), future required power upgrades, and general horsepower requirements of the equipment
- Identify significant equipment Process & Instrumentation Diagram (P&ID) and general process control strategy

The above listed elements will be summarized in a BODR to document the analysis and create the DCP. The BODR will have elements of the bridging documents for one cohesive document. The BODR will have the following select drawings:

- Cover sheet
- Legends
- Basis of Design (design data tables) sheet
- Preliminary hydraulic profile
- General Arrangement drawings



- Evaluate the site improvement's including roadway and access, setbacks, and landscaping as appropriate and consistent with the Authority policies, for the site of the new modular process units.
- Provide space planning and proposed arrangement of process units and supporting structures and buildings.
- Plan views for new unit processes
- Review drainage and surface water management requirements for the proposed expansion facilities.
- Provide a conceptual design of surface water management system consistent with the existing surface water management at the Authority's regional water supply facility complex.
- Evaluate the existing capacity of the alum sludge dewatering facility.
- Prepare a site plan for the added alum sludge processing equipment. Develop the necessary pumping station to transfer settled sludge from the proposed inclined plate settling basins to the sludge dewatering complex.
- Investigate recycle of chemical clean and maintenance clean backwash waste from the proposed membrane filters to the existing recycle pumping station, and impact on the reservoir if any.
- Civil sheets (i.e., tree removal, wetland mitigation, pipe routing, excavation/fill areas, drainage & pavement requirements)
- Existing electrical single line diagrams (switchgear and local power distribution)
- Existing SCADA network architecture
- Existing process flow diagrams
- Proposed Process flow diagrams
- Select Proposed P&IDs of major equipment (i.e., plate settler, membrane)

The BODR will be submitted in a draft form and the Agent will develop a presentation summarizing the design elements. Authority comments will be incorporated into the Final BODR.

Task 6 – Meetings

This task includes all meetings included within the task order. It is assumed up to thirteen (13) meetings will take place during the execution of this task order. The meetings will be between the Agent and Authority regarding progress, decisions, and updates. The known meetings include:

Project kickoff meeting with the Authority. This meeting will include Agent's project manager, program manager, subject matter experts, and other key staff. The intent of the kickoff meeting is to discuss logistics, timing, administration, and concerns.

Technology Optimization Evaluation (TOE) – About the mid-point of the TOE, the Agent will host a workshop with findings from the preliminary TOE findings, including cost considerations. This meeting will include discussion of potential non-cost factors, preferences, and ranking methodology. The input from the Authority will be considered and input into the bridging documents and used for the evaluation.



Bridging Documents Draft TM – After the bridging documents have been documented in a draft TM, the Agent will present the findings and recommendations to the Authority. The Authority will be given an opportunity to provide comments and the draft TM will be finalized.

Pre-Pilot Meeting – The meeting will occur a few weeks before the pilot units are mobilized. The intent of the meeting is to introduce field staff, discuss logistics, identify challenges, and review roles and responsibilities.

Preliminary Piloting Results – The meeting will occur after a month or two of piloting, when results have been given an opportunity to begin forming trends. The intent of the meeting is to review data to date, discuss any apparent trends, and discuss any required changes. This meeting will serve as an updated and touchpoint to stakeholders.

Pilot Commencement Meeting – The meeting will occur to discuss potential conclusion of the pilot. This occurs when the Agent determines enough data has been gathered from pilot units to make recommendations. This meeting is intended to discuss the data, demobilization, and the path forward. The meeting will solicit feedback from the Authority and decide whether to demobilize the pilot units or if the Authority would like some units to remain in-service to collect additional data.

Post Pilot Results – The meeting will occur after the pilot has been concluded. The meeting will discuss the results and recommendations. The draft Pilot Testing Results TM will be provided prior to the meeting and reviewed within the meeting. The intent is to inform the Authority on results and solicit any feedback from potential non-cost factors for the pilot.

Preliminary DCP Meeting – The meeting will occur once a treatment train has been selected. The intent is to review a process flow diagram and gather preferences from the Authority. These preferences may include preferred vendors, materials, pump types, motor sizes, powering, structures, etc. The Agent will take in consideration all preferences while developing the design criteria package.

Draft DCP Meeting – The meeting is intended to review the draft DCP package with the authority. This includes the written BODR portion, as well as any drawings that are provided. Comments will be considered and the DCP package will be updated accordingly to a final DCP Package submittal.

Funding Agency Meetings – This meeting allows for three (3) meetings with SWFWMD to discuss project progress and any deliverables. SWFWMD's involvement is critical to the funding of the project and the meetings intend to keep the agency informed of progress and determine if any changes to methodology is required for funding approval. The intent is to have an unofficial pre-approval prior to the actual application being submitted for the project.

Third Party Review Meetings – These meetings include up to three (3) third party review meetings. The three meetings will be for the bridging documents, piloting results, and DCP package review. The meetings are intended to walk the reviewer through the methodology used, reports, and thought process of the project to avoid miscommunication and streamline the project. The third-party review is required per funding requirements.

Additional meetings may be required. The above outlined meetings are a general guidance.

Task 7 – Owners Allowance

An Owner’s Allowance of \$150,000 is provided for unforeseen circumstances or changes in project direction. If authorized in writing by the Authority, the Agent shall furnish additional services as requested by the Authority not covered under the scope described in Tasks 1 through 6. Compensation will be established and mutually agreed upon between the Authority and Agent at the time the service is requested. The Allowance is limited to services generally outlined in the scope of services, as described herein. The scope of services shall be revised in writing should there be changes to the scope of services (to include identification of additional Subconsultant(s) by name), additional time required for completion, and/or additional compensation to be paid; and authorized by Work Order Revision(s) approved by the Authority in writing.

B. DELIVERABLES

Task 1 Deliverables – Project Management

1. Monthly invoices and status reports and schedule
2. Workshop PowerPoint and Meeting Minutes

Task 2 Deliverables – Bridging Documents

1. Draft Bridging Document – electronic submittal
2. Final Bridging Document – electronic submittal

Task 3 Deliverables – Piloting

1. Draft Pilot Testing Results TM – electronic submittal
2. Final Pilot Testing Results TM – electronic submittal

Task 4 Deliverables – Support Services

1. Digitally signed and sealed survey
2. TIN files from survey – electronic submittal
3. Digitally signed and sealed geotechnical report

Task 5 Deliverables – Design Criteria Package

1. Draft DCP – electronic submittal
2. Final DCP – electronic submittal

Task 6 Deliverables – Meetings

1. Meeting Agendas/Minutes – electronic submittal

C. ASSUMPTIONS

1. No permits are required for installing or running the piloting equipment
2. The piloting units will be skid-mounted equipment
3. The Authority will assist with plumbing and electrician services to provide required connections to the piloting equipment.
4. The Agent will provide overall pilot management services
5. No local permitting is required.
6. No site engineering, such as concrete pads, grading plans, temporary roads,

foundations, or specifications will be required by the manufacturer providing the piloting equipment. If additional detail is required for the piloting skid, additional effort will be required in a subsequent scope of services, which will include performing the actual pilot testing.

7. The Authority will provide electrical connections required to the piloting skid.
8. The Agent will not require the use of a General Contractor's License.
9. The Authority is planning to provide ancillary equipment required for piloting and operational staff on an as-needed basis.
10. The intent of the cost estimates within this subtask 203 is for concept screening/feasibility purposes of comparison, not budgetary allocations.
11. The Agent is not responsible for obtaining permits.
12. A list of threatened, endangered, proposed, and candidate species and designated critical habitats may be present in the project area (as indicated by information from the U.S. Fish & Wildlife Service).
13. The Agent is not responsible for obtaining permits.
14. The CFI application will require the Authority to provide the following, which is not included in the above detailed scope of work:
 - o Any consultant agreements to conduct project, if already selected and executed
 - o Multijurisdictional agreements between partnering utilities
 - o Written statement from the Regional Water Supply Authority indicating that the project is not consistent with regional planning.
15. The Agent will not perform work related to turning valves outside of the piloting units, installing pumps, making electrical connections, or other activities directly related to general contracting and operations.
16. Modifications to existing PRF piping, electrical features, etc. required will be coordinated directly between the Authority and the technology suppliers' mobilization teams.
17. The DCP package does not intend to provide design elements outside of general sizing, layouts, basic control descriptions, and high-level elements to allow the Design-Builder to develop a project scope, guaranteed maximum price, and form a project direction. No specifications will be developed as part of the DCP.
18. Agent will not be responsible for sizing conduit, determining individual electrical components, or recommending control panels/transformers to be used associated with the piloting.

D. SCHEDULE

Schedule for Agent services will commence upon Notice-to-Proceed and a kickoff meeting with the Authority should be scheduled. The attached schedule is included in general for the project schedule. The schedule is subject to change due to the nature of the project. The schedule will be discussed with the Authority with any changes.

E. COMPENSATION

The Authority agrees to compensate Agent for Tasks 1 through 7 on a time and materials basis of \$1,884,335 as provided for in Section 3 of the Agreement. The fee does include a \$150,000 Owner's Allowance for additional services that may be requested and authorized by the Authority. Progress payments will be due and payable monthly. If additional work is

required that exceeds the total amount specified in this assignment, an addendum will be provided and subject to approval by the Authority prior to proceeding with the requested work. Breakdown by task is as follows:

Task Description	Basis	Compensation
Task 1. Project Management	T&M	\$114,600
<u>Task 2. PRF Expansion Bridging Documents</u>	T&M	\$220,640
<u>Task 3. Treatment Process Pilot Testing</u>	T&M	\$539,970
<u>Task 4. Support Services</u>	T&M	\$85,225
<u>Task 5. Design Criteria Package</u>	T&M	\$662,230
<u>Task 6. Meetings</u>	T&M	\$111,670
<u>Task 7. Owner's Allowance</u>	T&M	\$150,000
Total		\$1,884,335

The Authority's Executive Director is authorized to adjust task item amounts and reallocate funds between tasks if such adjustment does not result in an increase to the total fee amount. The above budgeted task amounts are not to be exceeded without prior written approval of reallocation of funds between tasks by the Authority's Executive Director or amendment of this agreement by the Authority.



PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
December 7, 2022

REGULAR AGENDA
ITEM 4

Water Use Permit for Brackish Groundwater Development at Peace River Facility

Presenter - James P. Guida, P.G., Director of Water Resources & Planning

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

In coordination with Sarasota County's relocation of WUP quantities from their University Parkway Wellfield to their Carlton Wellfield, the Authority was able to permit a 9.0 MGD brackish groundwater wellfield at the Peace River Facility located at the RV Griffin Reserve. The Brackish Groundwater Project is in our 20-year CNA and includes a 9.0 MGD brackish groundwater wellfield, conveyance pipelines, reverse osmosis treatment facility and concentrate disposal wells. The 9.0 MGD brackish groundwater withdrawal is expected to yield the following allocable supply quantities: 5.0 MGD Average Day, 6 MGD Peak Month and 7.2 MGD Maximum Day. Staff will discuss the project and project timeframe. For information only.

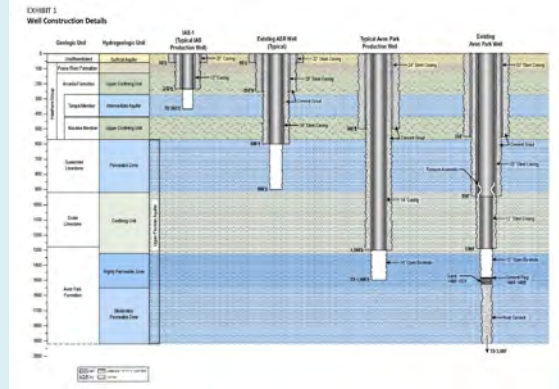
Budget Action: No action needed.

Attachments:

Tab A Presentation Materials

Tab B Water Use Permit No. 200010420.012

TAB A
Presentation Materials



Water Use Permit for Brackish Groundwater Development at Peace River Facility

Regular Agenda Item 4

December 7, 2022



1

Previous vs Modified WUP

Previous:

AWS Source: 100% Surface Water
 Authorizes: 258 MGD River Withdrawal / 80 MGD Supply
 Withdrawal: MFL/Diversion Schedule
 Term: 50-Year (Feb. 2069)
 Susceptibility: Drought

Modifications:

2nd AWS: Brackish Groundwater (GW) - Conjunctive Use
 Authorizes: 9 MGD Withdrawal
 RO Treatment: 80% Efficiency – 7.2 MGD Yield (Max Day)
 Benefits: Diversity, Drought-Resistance, Increased Reliability
 Supply: 5.0 MGD Average, 6.0 MGD Peak, 7.2 MGD Max

Other Permit Terms Unchanged



2

Planning & Permitting Partnerships – Long Term

2009 - 2022

Source Water Feasibility Study

Brackish GW Investigations

Authority Integrated Regional Water Supply Plans

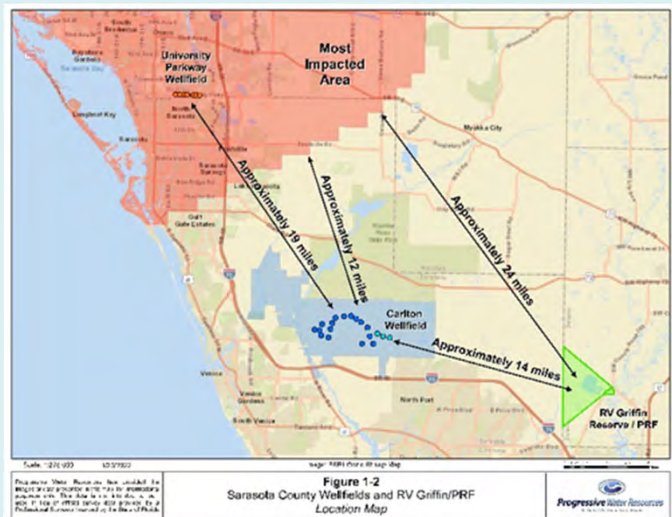
District Regional Water Supply Plans



3

Planning & Permitting Partnerships - Recent

- Manatee Co. Growing Demands:
 - Sarasota Contract – Discontinued 2025
- Make-Up Supply Needed for Sarasota Co.
 - 2.0 MGD GW from UPW - Relocate 19 Mi
 - Inside to 12 Mi Outside MIA
 - MIA Impacts Attenuate w/ Distance
 - ✓ Decreased MIA Drawdown
 - ✓ Substantial MIA Recovery
 - ✓ Added 6.25 MGD New GW
 - ✓ 8.25 MGD Brackish GW @ Carlton
 - ✓ County Secured Make-Up Quantities



4

Planning & Permitting Partnerships - Recent

➤ Recognized MIA Recovery Increased PRF GW Opportunity

- Groundwater Modeling:
 - PRF = 24 Mi from MIA
 - 9.0 MGD Determined Available
 - Still Maintains Substantial MIA Recovery

➤ Coordinated WUP Applications with County & SWFWMD

➤ Together, County, Authority, SWFWMD Accomplished:

- Decrease in MIA Drawdown – SWUCA Recovery
- Makeup Supply for Co. / New Supply for Region
- Win-Win



5

Brackish Groundwater Reverse Osmosis Facility

➤ 20-Year Capital Needs Assessment

➤ Included in Facilities Master Plan

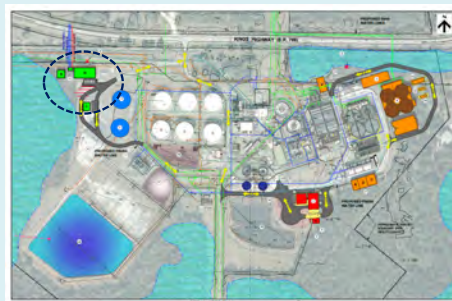
➤ 9 MGD Wellfield, Conveyance Pipelines, RO Treatment Facility, Concentrate Disposal Wells

➤ Allocable Supply Quantities:

- 5 MGD Average Day
- 6 MGD Peak Month
- 7.2 MGD Maximum Day

➤ Estimated Design/Construction Cost: \$110M

➤ Timeline: Facility Online 5 Years



6

QUESTIONS



TAB B
Water Use Permit No. 200010420.012



An Equal
Opportunity
Employer

Southwest Florida *Water Management District*

2379 Broad Street, Brooksville, Florida 34604-6899

(352) 796-7211 or 1-800-423-1476 (FL only)

WaterMatters.org

Bartow Office

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

Sarasota Office

78 Sarasota Center Boulevard
Sarasota, Florida 34240-9770
(941) 377-3722 or
1-800-320-3503 (FL only)

Tampa Office

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

October 18, 2022

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

DeSoto County B.O.C.C.
201 East Oak Street
Arcadia, FL 34255

Sarasota County B.O.C.C.
1660 Ringling Boulevard
Sarasota, FL 34236

Manatee County B.O.C.C.
P.O. Box 1000
Bradenton, FL 34206

City of North Port City Commission
4970 City Hall Boulevard
North Port, FL 34286

Charlotte County B.O.C.C.
18500 Murdock Circle, Suite 536
Port Charlotte, FL 33948

Subject: Final Agency Action Transmittal Letter
Individual Water Use Permit No. 20 010420.012

Dear Permittees:

This Water Use Permit was approved by the District Governing Board subject to all terms and conditions set forth in the Permit.

Please be advised that the Governing Board has formulated a water shortage plan referenced in a Standard Water Use Permit Condition (Exhibit A) of your permit and will implement such a plan during periods of water shortage. You will be notified during a declared water shortage of any change in the conditions of your Permit or any suspension of your Permit, or of any restriction on your use of water for the duration of any declared water shortage. Please further note that water conservation is a condition of your Permit and should be practiced at all times.

The well tags for your withdrawals will be applied by a District representative. If you have any questions or concerns regarding your tags, please contact Adam Hange at 941-248-3572 in the Sarasota Service Office. If you have any questions or concerns regarding your permit or any other information, please contact the Tampa Service Office and ask to speak to someone in the Water Use Permit Bureau.

Sincerely,

Darrin Herbst, P.G. Electronically Signed

Darrin Herbst, P.G.
Bureau Chief
Water Use Permit Bureau
Regulation Division

Enclosures: Proposed Permit and Notice of Rights
cc: Douglas P. Manson, Esq.
James Guida, P.G.
Joseph Haber, P.G.
Mike Coates, P.G.

**SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
WATER USE PERMIT
Individual
PERMIT NO. 20 010420.012**

PERMIT ISSUE DATE: October 18, 2022

EXPIRATION DATE: February 26, 2069

The Permittee is responsible for submitting an application to renew this permit no sooner than one year prior to the expiration date, and no later than the end of the last business day before the expiration date, whether or not the Permittee receives prior notification by mail. Failure to submit a renewal application prior to the expiration date and continuing to withdraw water after the expiration date is a violation of Chapter 373, Florida Statutes, and Chapter 40D-2, Florida Administrative Code, and may result in a monetary penalty and/or loss of the right to use the water. Issuance of a renewal of this permit is contingent upon District approval.

TYPE OF APPLICATION: Modification

GRANTED TO: Peace River/Manasota Regional Water Supply Authority
9415 Town Center Parkway
Lakewood Ranch, FL 34202

DeSoto County B.O.C.C.
201 East Oak Street
Arcadia, FL 34255

Sarasota County B.O.C.C.
1660 Ringling Boulevard
Sarasota, FL 34236

Manatee County B.O.C.C.
P.O. Box 1000
Bradenton, FL 34206

City of North Port City Commission
4970 City Hall Boulevard
North Port, FL 34286

Charlotte County B.O.C.C.
18500 Murdock Circle, Suite 536
Port Charlotte, FL 33948

PROJECT NAME: Peace River Water Treatment Plant Facility

WATER USE CAUTION AREA(S): SOUTHERN WATER USE CAUTION AREA

COUNTY: Desoto, Sarasota

TOTAL QUANTITIES AUTHORIZED UNDER THIS PERMIT (in gallons per day)	
ANNUAL AVERAGE	80,000,000 gpd
MAXIMUM DAY₁	258,000,000 gpd

1. The actual quantities authorized under the permit are based on flows in the Lower Peace River as described in Special Condition No. 6. The annual average quantity shown above reflects the amount of potable water projected to be produced by the Peace River Water Treatment Plant for delivery to the Authority's customers. The maximum day quantity shown above is subject to Special Condition No. 19.

ABSTRACT:

This is a modification of an existing water use permit (WUP) for public supply use. The Peace River Manasota Regional Water Supply Authority (PRMRWSA) is a regional utility that relies exclusively on surface water withdrawals from the lower Peace River. This modification adds a second source of alternative water supply (AWS), a brackish groundwater wellfield with reverse osmosis treatment, in further support of the Southern Water Use Caution Area (SWUCA) Recovery Strategy. This brackish wellfield is authorized to withdraw up to 9.0 million gallons per day (MGD) on both an annual average and peak month basis for conjunctive use with the existing surface water source to meet demand. There is no change in the diversion schedule associated with the lower Peace River withdrawals, nor any increase in underlying demand projections. Instead this conjunctive use source offers redundancy and improved system reliability for the region served by this wholesale utility. This permit is located within the SWUCA and relies exclusively on AWS to meet demand.

Special conditions include those that require the Permittee to report monthly meter readings; to perform meter accuracy checks every five years; to cap withdrawals not in use; to comply with the Minimum Flow for the lower Peace River; to comply with the approved diversion schedule; to continue implementation of the Peace River Hydrobiological Monitoring Plan 2018 update with reports due each year by October 1; to provide annual reports by June 1 each year of the Permittee's individual and regional efforts to cooperatively develop and manage supplies on a regional basis as envisioned by the SWUCA Recovery Strategy; to collect monthly water quality samples and weekly water level data from aquifer storage & recovery (ASR) wells; to construct proposed ASR and brackish groundwater wells according to approved specifications; and to comply with the SWUCA Recovery Strategy.

WATER USE TABLE (in gpd)

<u>USE</u>	<u>ANNUAL AVERAGE</u>	<u>CROP PROTECTION /MAXIMUM</u>
Public Supply	80,000,000	258,000,000

USE TYPE

Regional Public Supply System

PUBLIC SUPPLY:

Population Served: 1,000,000
 Per Capita Rate: 80 gpd/person

WITHDRAWAL POINT QUANTITY TABLE

Water use from these withdrawal points are restricted to the quantities given below :

I.D. NO. PERMITTEE/ DISTRICT	DIAM (in.)	DEPTH TTL./CSD.FT. (feet bls)	USE DESCRIPTION	AVERAGE (gpd)	PEAK MONTH (gpd)	MAXIMUM DAY (gpd)
14 / 14	30	N/A / N/A	Public Supply	80,000,000	N/A	258,000,000
S-1 / 20	8	920 / 570	Aquifer Storage & Recovery	398,000	462,300	N/A
S-2 / 21	12	900 / 570	Aquifer Storage & Recovery	711,200	828,700	N/A
S-3R / 22	16	769 / 580	Aquifer Storage & Recovery	711,200	828,700	N/A
S-4 / 23	12	905 / 570	Aquifer Storage & Recovery	711,200	828,700	N/A
S-6 / 25	12	910 / 580	Aquifer Storage & Recovery	711,200	828,700	N/A
S-7 / 26	12	915 / 575	Aquifer Storage & Recovery	711,200	828,700	N/A
S-8 / 27	12	623 / 510	Aquifer Storage & Recovery	711,200	828,700	N/A
S-9R / 28	16	800 / 580	Aquifer Storage & Recovery	711,200	828,700	N/A
S-10 / 29	16	905 / 620	Aquifer Storage & Recovery	711,200	828,700	N/A
S-11 / 30	16	908 / 585	Aquifer Storage & Recovery	711,200	828,700	N/A
S-12 / 31	16	900 / 600	Aquifer Storage & Recovery	711,200	828,700	N/A
S-13 / 32	16	898 / 621	Aquifer Storage & Recovery	711,200	828,700	N/A
S-14 / 33	16	900 / 568	Aquifer Storage & Recovery	711,200	828,700	N/A
S-15 / 34	16	900 / 583	Aquifer Storage & Recovery	711,200	828,700	N/A
T-1 / 35	12	482 / 380	Aquifer Storage & Recovery	298,000	346,200	N/A
S-5R / 36	16	955 / 650	Aquifer Storage & Recovery	711,200	828,700	N/A
S-16 / 37	16	902 / 583	Aquifer Storage & Recovery	711,200	828,700	N/A
S-17 / 38	16	883 / 579	Aquifer Storage & Recovery	711,200	828,700	N/A
S-18 / 39	16	900 / 592	Aquifer Storage & Recovery	711,200	828,700	N/A
S-19 / 40	16	900 / 585	Aquifer Storage & Recovery	711,200	828,700	N/A
S-20 / 41	16	898 / 566	Aquifer Storage & Recovery	711,200	828,700	N/A
S-21 / 42	16	900 / 570	Aquifer Storage & Recovery	711,200	828,700	N/A
S-22 / 43	16	900 / 570	Aquifer Storage & Recovery	711,200	828,700	N/A
S-23 / 44	16	900 / 570	Aquifer Storage & Recovery	711,200	828,700	N/A
S-24 / 45	16	900 / 570	Aquifer Storage & Recovery	711,200	828,700	N/A
S-25 / 46	16	900 / 570	Aquifer Storage & Recovery	711,200	828,700	N/A
S-26 / 47	16	900 / 570	Aquifer Storage & Recovery	711,200	828,700	N/A
S-27 / 48	16	900 / 570	Aquifer Storage & Recovery	711,200	828,700	N/A
S-28 / 49	16	900 / 570	Aquifer Storage & Recovery	711,200	828,700	N/A
S-29 / 57	16	900 / 570	Aquifer Storage & Recovery	711,200	828,700	N/A
S-30 / 58	16	900 / 570	Aquifer Storage & Recovery	711,200	828,700	N/A
S-31 / 59	16	900 / 570	Aquifer Storage & Recovery	711,200	828,700	N/A
S-32 / 60	16	900 / 570	Aquifer Storage & Recovery	711,200	828,700	N/A
S-33 / 61	16	900 / 570	Aquifer Storage & Recovery	711,200	828,700	N/A
S-34 / 62	16	900 / 570	Aquifer Storage & Recovery	711,200	828,700	N/A
S-35 / 63	16	900 / 570	Aquifer Storage & Recovery	711,200	828,700	N/A
S-36 / 64	16	900 / 570	Aquifer Storage & Recovery	711,200	828,700	N/A
S-37 / 65	16	900 / 570	Aquifer Storage & Recovery	711,200	828,700	N/A
S-38 / 66	16	900 / 570	Aquifer Storage & Recovery	711,200	828,700	N/A
S-39 / 67	16	900 / 570	Aquifer Storage & Recovery	711,200	828,700	N/A
S-40 / 68	16	900 / 570	Aquifer Storage & Recovery	711,200	828,700	N/A
S-41 / 69	16	900 / 570	Aquifer Storage & Recovery	711,200	828,700	N/A
S-42 / 70	16	900 / 570	Aquifer Storage & Recovery	711,200	828,700	N/A
S-43 / 71	16	900 / 570	Aquifer Storage & Recovery	711,200	828,700	N/A
S-44 / 72	16	900 / 570	Aquifer Storage & Recovery	711,200	828,700	N/A
S-45 / 73	16	900 / 570	Aquifer Storage & Recovery	711,200	828,700	N/A
S-46 / 74	16	900 / 570	Aquifer Storage & Recovery	711,200	828,700	N/A
APPZ1 / 82	16	1,700 / 1,200	Public Supply	1,800,000	1,800,000	N/A
APPZ2 / 83	16	1,700 / 1,200	Public Supply	1,800,000	1,800,000	N/A
APPZ3 / 84	16	1,700 / 1,200	Public Supply	1,800,000	1,800,000	N/A

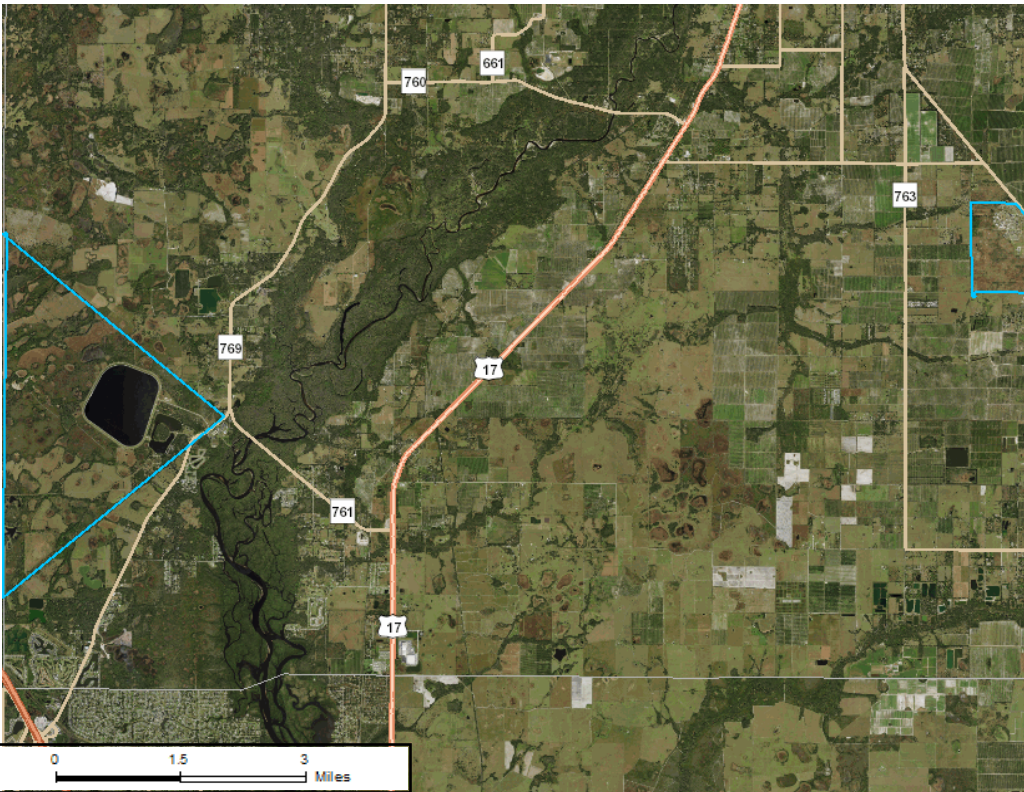
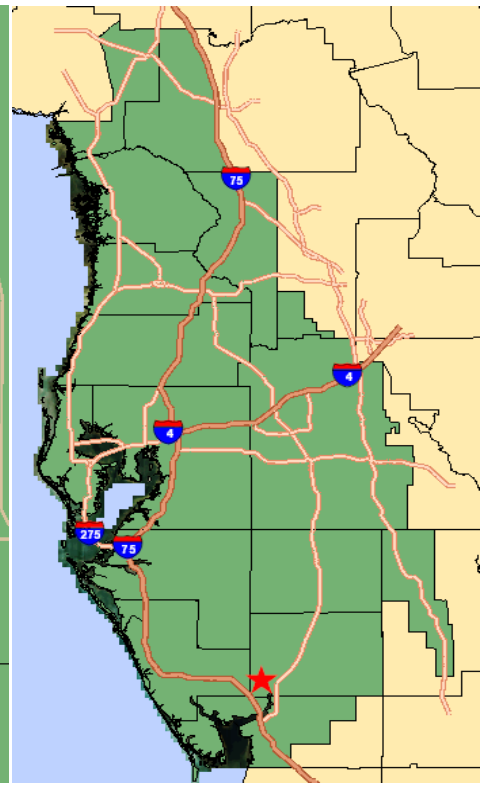
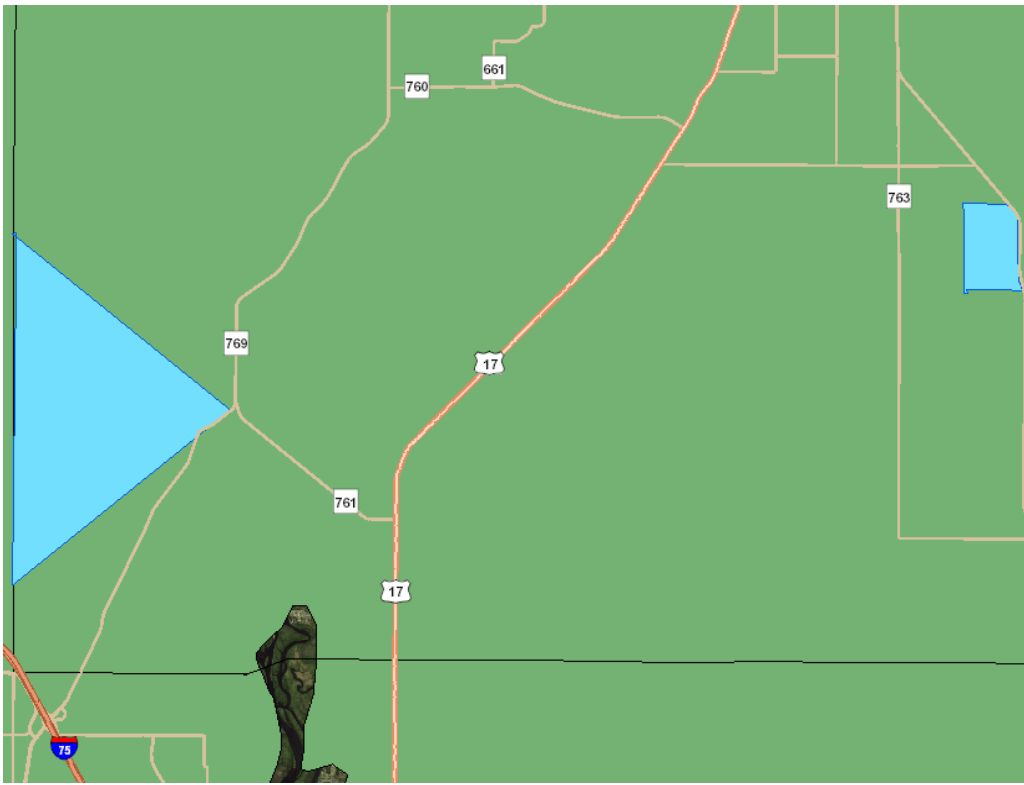
APPZ4 / 85	16	1,700 / 1,200	Public Supply	1,800,000	1,800,000	N/A
IAS1 / 86	16	500 / 300	Public Supply	300,000	300,000	N/A
IAS2 / 87	16	500 / 300	Public Supply	300,000	300,000	N/A
IAS3 / 88	16	500 / 300	Public Supply	300,000	300,000	N/A
IAS4 / 89	16	500 / 300	Public Supply	300,000	300,000	N/A
IAS5 / 90	16	500 / 300	Public Supply	300,000	300,000	N/A
IAS6 / 91	16	500 / 300	Public Supply	300,000	300,000	N/A

WITHDRAWAL POINT LOCATION TABLE

<u>DISTRICT I.D. NO.</u>	<u>LATITUDE/LONGITUDE</u>
14	27° 05' 12.45"/81° 59' 57.95"
20	27° 05' 29.27"/82° 00' 07.96"
21	27° 05' 29.20"/82° 00' 09.32"
22	27° 05' 22.56"/82° 00' 08.23"
23	27° 05' 05.44"/82° 01' 10.05"
25	27° 05' 15.75"/82° 00' 28.10"
26	27° 05' 12.10"/82° 00' 26.81"
27	27° 05' 12.94"/82° 00' 38.42"
28	27° 05' 16.05"/82° 00' 17.92"
29	27° 04' 57.68"/82° 01' 06.56"
30	27° 05' 00.30"/82° 01' 06.68"
31	27° 04' 57.58"/82° 01' 09.77"
32	27° 05' 00.09"/82° 01' 10.03"
33	27° 04' 57.18"/82° 01' 13.12"
34	27° 04' 59.77"/82° 01' 13.33"
35	27° 05' 28.50"/82° 00' 09.30"
36	27° 05' 22.49"/82° 00' 18.12"
37	27° 05' 03.01"/82° 01' 06.60"
38	27° 05' 06.04"/82° 01' 06.28"
39	27° 05' 03.12"/82° 01' 09.73"
40	27° 05' 02.91"/82° 01' 13.38"
41	27° 05' 06.28"/82° 01' 13.50"
42	27° 05' 15.14"/82° 02' 02.11"
43	27° 05' 11.53"/82° 01' 51.25"
44	27° 05' 11.79"/82° 02' 13.61"
45	27° 05' 05.88"/82° 02' 03.06"
46	27° 05' 00.85"/82° 01' 51.16"
47	27° 04' 58.44"/82° 02' 02.94"
48	27° 04' 50.88"/82° 01' 52.27"
49	27° 04' 40.72"/82° 01' 51.75"
57	27° 04' 36.96"/82° 01' 45.36"
58	27° 04' 33.17"/82° 01' 35.30"
59	27° 04' 26.68"/82° 01' 44.88"
60	27° 04' 27.82"/82° 01' 50.57"
61	27° 04' 33.30"/82° 01' 58.70"
62	27° 04' 38.14"/82° 02' 06.80"
63	27° 04' 42.88"/82° 02' 15.54"
64	27° 04' 48.47"/82° 02' 16.76"
65	27° 04' 52.20"/82° 02' 24.73"
66	27° 05' 05.44"/82° 02' 36.38"
67	27° 05' 24.55"/82° 02' 36.34"

68	27° 05' 15.87"/82° 02' 40.60"
69	27° 04' 55.99"/82° 02' 39.77"
70	27° 04' 50.51"/82° 02' 35.83"
71	27° 04' 42.69"/82° 02' 26.75"
72	27° 04' 33.68"/82° 02' 16.61"
73	27° 04' 31.33"/82° 02' 06.78"
74	27° 04' 22.54"/82° 02' 05.68"
82	27° 04' 17.55"/82° 03' 20.37"
83	27° 04' 13.30"/82° 02' 10.30"
84	27° 03' 24.50"/82° 03' 22.41"
85	27° 04' 42.14"/82° 01' 23.59"
86	27° 04' 25.80"/82° 02' 46.58"
87	27° 04' 05.92"/82° 02' 31.70"
88	27° 04' 24.42"/82° 01' 48.50"
89	27° 03' 44.60"/82° 03' 20.97"
90	27° 03' 39.61"/82° 02' 48.46"
91	27° 05' 11.33"/82° 00' 42.93"

Location Map
Peace River/Manasota Regional Water Supply Authority
WUP No. 20 010420.012



Legend

- DIDs
- WUP Boundary
- Natural Color Imagery

DESOTO, SARASOTA COUNTY

Southwest Florida
Water Management District

STANDARD CONDITIONS:

The Permittee shall comply with the Standard Conditions attached hereto, incorporated herein by reference as Exhibit A and made a part hereof.

SPECIAL CONDITIONS:

1. All reports and data required by condition(s) of the permit shall be submitted to the District according to the due date(s) contained in the specific condition. If the condition specifies that a District-supplied form is to be used, the Permittee should use that form in order for their submission to be acknowledged in a timely manner. The only alternative to this requirement is to use the District Permit Information Center (www.swfwmd.state.fl.us/permits/epermitting/) to submit data, plans or reports online. There are instructions at the District website on how to register to set up an account to do so. If the report or data is received on or before the tenth day of the month following data collection, it shall be deemed as a timely submittal.

All mailed reports and data are to be sent to:

Southwest Florida Water Management District
Tampa Service Office, Water Use Permit Bureau
7601 U.S. Hwy. 301 North
Tampa, Florida 33637-6759

Submission of plans and reports: Unless submitted online or otherwise indicated in the special condition, the original and two copies of each plan and report, such as conservation plans, environmental analyses, aquifer test results, per capita annual reports, etc. are required.

Submission of data: Unless otherwise indicated in the special condition, an original (no copies) is required for data submittals such as crop report forms, meter readings and/or pumpage, rainfall, water level, evapotranspiration, or water quality data.
(499)

2. The annual average and peak month quantities for District ID Nos. 20 through 74, Permittee ID Nos. S-1 through S-46 (ASR Wellfields 1 and 2), shown in the withdrawal point quantity table are estimates based on historic and/or projected distribution of pumpage, and are for water use inventory and impact analysis purposes only. The quantities listed for these individual sources are not intended to dictate the distribution of pumpage from permitted sources. The Permittee may make adjustments in pumpage distribution as necessary so long as adverse environmental impacts do not result and the Permittee complies with all other conditions of this Permit. In all cases, the total annual average and peak month withdrawal from the ASR wellfields is limited to 32,700,000 gpd and 38,100,000 gpd, respectively.

The annual average and peak month quantities for District ID Nos. 82 through 85, Permittee ID Nos. APPZ1 through APPZ4 (Brackish Wellfield - Avon Park Production Zone), shown in the withdrawal point quantity table are estimates based on historic and/or projected distribution of pumpage, and are for water use inventory and impact analysis purposes only. The quantities listed for these individual sources are not intended to dictate the distribution of pumpage from permitted sources. The Permittee may make adjustments in pumpage distribution as necessary so long as adverse environmental impacts do not result and the Permittee complies with all other conditions of this Permit. In all cases, the total annual average and peak month withdrawal from the Brackish Wellfield - Avon Park Production Zone is limited to 7,200,000 gpd and 7,200,000 gpd, respectively.

The annual average and peak month quantities for District ID Nos. 86 through 91, IAS1 through IAS6 (Brackish Wellfield - Intermediate Aquifer System), shown in the withdrawal point quantity table are estimates based on historic and/or projected distribution of pumpage, and are for water use inventory and impact analysis purposes only. The quantities listed for these individual sources are not intended to dictate the distribution of pumpage from permitted sources. The Permittee may make adjustments in pumpage distribution as necessary so long as adverse environmental impacts do not result and the Permittee complies with all other conditions of this Permit. In all cases, the total annual average and peak month withdrawal from the Brackish Wellfield - Intermediate Aquifer Permeable Zone is limited to 1,800,000 gpd and 1,800,000 gpd, respectively.

(221)

3. The Permittee shall construct the proposed wells according to the surface diameter, casing depth, and total depth specifications below. The casing shall be continuous from land surface to the minimum depth stated, and both the casing depth and total depth are specified to prevent the unauthorized interchange of water between different water bearing zones. The maximum total depth listed below is an estimate, based on best available information, of the depth to the bottom of the Intermediate aquifer. However, it is the Permittee's responsibility to have the water in the well sampled during well construction, before reaching the estimated total depth. Such sampling is necessary to ensure that the well does not encounter water quality that cannot be utilized by the Permittee, and to ensure that withdrawals from the well will not cause salt-water intrusion. All depths given are in feet below land surface. For Well Construction requirements see Exhibit B, Well Construction Instructions, attached to and made part to this permit.

District ID Nos. 86 through 91, Permittee ID Nos. IAS1 through IAS6, having a surface diameter of 16 inches, are intended to withdraw exclusively from Permeable Zone 3 (PZ-3) of the Intermediate Aquifer system (AS), with a minimum casing depth of 300 feet below land surface (bls), drilled to an estimated maximum total depth of 500 feet bls, unless a variation is approved by the WUP Bureau Chief or Well Construction Section Manager.

(223)

4. The Permittee shall construct the proposed wells according to the surface diameter, casing depth, and total depth specifications listed below. The casing shall be continuous from land surface to the minimum depth stated and is specified to prevent the unauthorized interchange of water between different water bearing zones. The surface diameter and total depth specified are those proposed by the Permittee in the application process. However, it is the Permittee's responsibility to have the water in the well sampled during well construction before reaching the estimated minimum total depth. Such sampling is necessary to ensure that the well does not encounter water quality that cannot be utilized by the Permittee, and to ensure that withdrawals from the well will not cause salt-water intrusion. All depths given are in feet below land surface.

District ID Nos. 42 through 49 and 57 through 74, Permittee ID Nos. S-21 through S-46, having a surface diameter of 16 inches, with a minimum casing depth of 570 feet, drilled to a minimum total depth of 900 feet.

(235)

5. The Permittee shall construct the proposed wells according to the surface diameter and casing depth specifications below. The casing shall be continuous from land surface to the minimum depth stated and is specified to prevent the unauthorized interchange of water between different water bearing zones. If a total depth is listed below, this is an estimate, based on best available information, of the depth at which high producing zones are encountered. However, it is the Permittee's responsibility to have the water in the well sampled during well construction, before reaching the estimated total depth. Such sampling is necessary to ensure that the well does not encounter water quality that cannot be utilized by the Permittee, and to ensure that withdrawals from the well will not cause salt-water intrusion. All depths given are in feet below land surface. For Well Construction requirements see Exhibit B, Well Construction Instructions, attached to and made part to this permit.

District ID Nos. 82 through 85, Permittee ID Nos. APPZ1 through APPZ4, having a surface diameter of 16 inches, are intended to withdraw exclusively from the Avon Park Formation of the Upper Floridan Aquifer (UFA), with an estimated minimum casing depth of 1,200 feet below land surface, drilled to an estimated total depth of 1,700 feet bls, unless a variation is authorized by the WUP Bureau Chief or Well Construction Section Manager.

(240)

6. The quantities withdrawn from the lower Peace River are limited by the adopted Minimum Flow, delineated in Rule 40D-8.041(8), Florida Administrative Code, and the diversion schedule described below. Surface water withdrawals at DID No. 14 will be based on the previous day's combined adjusted average flow as measured in cfs for the lower Peace River at the Arcadia, Joshua Creek at Nocatee, and Horse Creek near Arcadia U.S. Geological Survey Gages. Actual withdrawals are limited by seven flow-dependent Minimum Flows in three blocks per the Diversion Schedule in Table 1. (358)

7. Any wells not in use, and in which pumping equipment is not installed shall be capped or valved in a water tight manner in accordance with Chapter 62-532.500, F.A.C.(568)
8. This Permit is located within the Southern Water Use Caution Area (SWUCA). Pursuant to Section 373.0421, Florida Statutes, the SWUCA is subject to a minimum flows and levels recovery strategy, which became effective on January 1, 2007. The Governing Board may amend the recovery strategy, including amending applicable water use permitting rules based on an annual assessment of water resource criteria, cumulative water withdrawal impacts, and on a recurring five-year evaluation of the status of the recovery strategy up to the year 2025 as described in Chapter 40D-80, Florida Administrative Code. This Permit is subject to modification to comply with new rules.(652)
9. By June 1 of each year the Permittee shall provide an Annual Report for the preceding Water Year (i.e. October 1 through September 30) regarding regional water supply conditions, planning and development for new supplies and interconnections, resource management, Alternative Water Supply (AWS), water conservation and demand management efforts within the Authority's four-county region, including those of the Authority, its member governments, customers, and water supply partners with whom water is shared. The Annual Report shall include an update on the following items for the preceding Water Year:
 1. Hydrologic conditions in the Authority's four-county service area including a summary of rainfall and flow in the lower Peace River at Arcadia, Horse Creek near Arcadia and Joshua Creek near Nocatee.
 2. An annual summary of Authority withdrawals from the lower Peace River, reservoir and ASR storage, water treated and water delivered from the Peace River Facility.
 3. An annual summary of regional and individual member, customer, and partner water supply demands, the sources and the quantities derived therefrom.
 4. Projected regional water demands for the next 20 years and anticipated new supply capacity/source development schedule to reliably meet those projected demands.
 5. The status of current water supply facilities, and of new supply/capacity and transmission system facilities in the planning, design or construction stage.
 6. Schedule and status for updates to the Authority's Regional Water Supply Plan including an electronic copy of the latest Regional Water Supply Plan (unless provided with a previous annual report).
 7. Regional efforts to coordinate, collaborate, and implement resource management measures that support the SWFWMD's SWUCA Recovery Strategy.
 8. Status and update on resource management and Alternative Water Supply (AWS) development efforts in the region directly relating to beneficial reuse of reclaimed water, harvest and reuse of storm water, and other AWS sourcesStatus and update on water conservation and demand management efforts by Authority members, customers and partners including but not limited to meeting District per-capita water use targets for the SWUCA. Any updates to the respective Water Conservation Plans of members, customers, and partners shall also be provided (unless previously provided)
(660)
10. Flow in the lower Peace River shall be read at the Arcadia Station, USGS gage 02296750 (District ID No. 16); Horse Creek near Arcadia, USGS gage 02297310 (District ID No. 75); and Joshua Creek at Nocatee, USGS gage 02297100 (District ID No. 76). The combined flow of the three gages will be reported as District ID No. 77. Flow shall be read on a daily basis and reported to the Water Use Permit Bureau (using District-approved forms) on or before the tenth (10th) day of the following month. The recordings shall include daily average water flow in million gallons per day (MGD) and cubic feet per second (cfs).
(667)
11. The Permittee shall submit the annual wellfield report as described in the Brackish Wellfield Management Plan (WFMP) dated March 2022 that was submitted in support of the application for this permit. Reports and required documentation shall be submitted to the Water Use Permit Bureau by April 15 of each year, with the first report due by April 15 of the year following at least 12 months of wellfield operation. The WFMP shall include continuous water level recording, and initial weekly water quality recording for chloride, sulfate, and TDS at all proposed production wells that are constructed and at the four associated monitor wells (District ID Nos. 92-95). The water quality results will be used to establish chloride concentration limits after at least two years of operation for compliance purposes at the four monitor wells. In consultation with the Permittee, the WFMP is subject to refinement based

upon the results of this water level and water quality monitoring program; the aquifer performance test; and updated groundwater flow modeling. (673)

12. The Permittee shall immediately implement the Peace River Hydrobiological Monitoring Program 2018 Update (HBMP) dated January 2018 which is attached to and made part of this permit (Exhibit C). An Annual Data Report including raw data and satellite imagery will be submitted to the Water Use Permit Bureau Chief by October 1 each year for the preceding calendar year. Every fifth year, instead of the Annual Data Report a comprehensive 5-Year Summary Report compiling the results, analysis, and conclusions of the HBMP for the five calendar years preceding will be submitted by October 1. The next comprehensive 5-Year Summary Report shall be submitted by October 1, 2027. Adaptive management changes to the HBMP, if any, shall generally be proposed within the 5-year reports(676)
13. The following proposed withdrawal facilities shall be metered within 90 days of completion of construction of the facilities: District ID Nos. 42 through 49, 57 through 74, and 82 through 91; Permittee ID Nos.S-21 through S-46, APPZ1 through APPZ4, and IAS1 through IAS 6. Monthly meter reading and reporting, as well as meter accuracy checks every five years shall be in accordance with instructions in Exhibit B, Metering Instructions, attached to and made part of this permit.(718)
14. The following withdrawal facilities shall continue to be maintained and operated with existing, non-resettable, totalizing flow meter(s) or other measuring device(s) as approved by the Water Use Permit Bureau Chief:

District ID No. 14, Permittee ID No. 14 (river intake to reservoir)
 District ID No. 15, Permittee ID No. RESV (raw water from reservoirs to plant)
 District ID No. 17, Permittee ID No. PR WTP (river intake directly to plant)
 District ID No. 18, Permittee ID No. PR DIS (finished water from plant minus ASR recharge)

Monthly reporting of pumpage, as well as meter accuracy checks at least every five years, shall be in accordance with instructions in Exhibit B, Metering Instructions, attached to and made part of this permit.(719)

15. During aquifer storage and recovery operations, water quality samples from the withdrawal points listed below shall be collected after pumping the withdrawal point at its normal rate to a constant temperature, pH, and conductivity. Storage water quality shall be reported as the treated water from the plant. Water quality samples during recovery shall be collected at the sample tap for each ASR well. The frequency of sampling per water quality parameter is listed in the table according to the withdrawal point. The recording and reporting shall begin according to the first sample date for existing wells and shall begin within 90 days of completion of any proposed wells. Samples shall be collected whether or not the well is being used unless infeasible. If sampling is infeasible, the Permittee shall indicate the reason for not sampling on the water quality data form or in the space for comments in the WUP Portal for data submissions. For sampling, analysis and submittal requirements see Exhibit B, Water Quality Sampling Instructions, attached to and made part of this permit.(752)

Recharge (Finished Water):

District ID No. 18, Permittee ID No. PR DIS, for TDS, sulfates, conductivity, chlorides and pH, on a monthly basis during recharge.

Recovery:

Existing District ID Nos. 20, 21, 22, 23, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40 and 41, Permittee ID Nos. S-1, S-2, S-3R, S-4, S-6, S-7, S-8, S-9R, S-10, S-11, S-12, S-13, S-14, S-15, T-1, S-5R, S-16, S-17, S-18, S-19 and S-20, for TDS, sulfates, conductivity, chlorides and pH, on a monthly basis

Proposed District ID Nos. 42 through 49, and 57 through 74, Permittee ID Nos. S-21 through S-46, for TDS, sulfates, conductivity, chlorides and pH, on a monthly basis

Monitor Wells:

District ID Nos. 51 and 52, Permittee ID Nos. M-2 and T-2, for TDS, sulfates, conductivity, chlorides and pH, on a monthly basis

District ID No. 92, Permittee ID No. I-7, for chlorides on a monthly basis
(752)

16. Background water quality samples shall be collected during construction of the proposed ASR wells . The samples shall be collected at intervals of 50 feet or less, from 600 feet below land surface to the bottom of the well, or as may otherwise be specified in the well construction permit in accordance with regulatory requirements in effect at that time. The Permittee's sampling procedure shall follow the handling and chain of custody procedures designated by the certified laboratory which will undertake the analysis. The results of the sampling program shall be due within 30 days of the completion of the well. For sampling, analysis and submittal requirements, see Exhibit B, attached to and made part of this permit.

District ID Nos. 42 through 49, and 57 through 74, Permittee ID Nos. S-21 through S-46, for total dissolved solids, sulfate, conductivity, chlorides and pH.
(753)

17. The Permittee shall continue to record and submit water levels for the following wells and report them to the District at the frequency listed. To the maximum extent possible, water levels shall be recorded on a regular schedule: same time each day, same day each week, same week each month as appropriate to the frequency required. The readings shall be reported online via the WUP Portal at the District website or mailed in hardcopy on District-provided forms to the Water Use Permit Bureau, on or before the tenth day of the following month. The frequency of recording may be modified by the Water Use Permit Bureau Chief, as necessary to ensure the protection of the resource. The Permittee shall have the elevation of the measuring point on each well listed surveyed to NAVD 1988, and a copy of the certified survey report for the wells listed shall be included with the first data submittal.

District ID Nos. 20, 21, 22, 23, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, and 41, Permittee ID Nos. S-1, S-2, S-3R, S-4, S-6, S-7, S-8, S-9R, S-10, S-11, S-12, S-13, S-14, S-15, T-1, S-5R, S-16, S-17, S-18, S-19, and S-20 on a weekly basis.

District ID Nos. 51 and 52, Permittee ID Nos. M-2 and T-2 on a continuous (hourly) basis, and reported as daily minimum and maximum values.
(758)

18. Total quantities and cumulative volumes of water stored and recovered for each ASR well shall be recorded and reported on a monthly basis. Pumpage reporting, as well as meter accuracy checks every five years shall be in accordance with instructions in Exhibit B, Metering Instructions, attached to and made part of this permit.

District ID Nos. 20, 21, 22, 25, 26, 27 28, 35 and 36, Permittee ID Nos. S-1, S-2, S-3R, S-6, S-7, S-8, S-9R, T-1 and S-5R (ASR Wellfield No. 1)

District ID Nos. 23, 29, 30, 31, 32, 33, 34, 37, 38, 39, 40 and 41, Permittee ID Nos. S-4, S-10, S-11, S-12, S-13, S-14, S-15, S-16, S-17, S-18, S-19 and S-29 (ASR Wellfield No. 2).
(830)

19. The Maximum Daily Quantity shall be reduced by up to 48 MGD to be credited against impact, if any, from the proposed permitted withdrawal from the Polk Regional Water Cooperative ("Cooperative") from Peace Creek for natural system restoration and potable water supply or from the Upper Peace River in Polk County for storage in reservoirs or other approved consumptive uses ultimately for potable use. The District shall determine the reduction to the Maximum Daily Quantity up to 48 MGD necessary to offset impacts, if any, from the Cooperative's proposed permitted withdrawals and notify the Authority. Within 30 days of the District's notification, the Authority shall submit a letter modification to the District to reduce the Maximum Daily Quantity by specified amount up to 48 mgd. The letter modification shall specify that the reduction shall take effect immediately upon notification by the Cooperative to the District and the Permittee of the actual withdrawal of water by the Cooperative from Peace Creek or the Upper Peace River. If the Cooperative does not receive a notice of intent to issue a water use permit to withdraw water from Peace Creek or the Upper Peace River within 10 years of the issuance date of the last renewal of this Permit (or by February 26, 2029), then no reduction pursuant to this condition will occur.(990)

20. Within 12 months of completion of the Well Construction and Testing Program (WCTP) for the brackish groundwater wellfield, the Permittee will develop a representative groundwater flow model that incorporates site-specific WCTP data. The Permittee will use the model as a tool in its efforts to implement the Wellfield Management Plan (WFMP) submitted to the District with the March 2022 WUP Application for this permit.
(991)

TABLE 1. DIVERSION SCHEDULE FOR LOWER PEACE RIVER WITHDRAWALS

Flow-Based Block	If Combined Adjusted Flow in cubic feet per second (cfs) on the Previous Day is:	Minimum Flow is:	PRMRWSA Diversion Schedule Q=combined adjusted average flow in cubic feet per second (cfs) on the previous day
1	≤ 130 cfs	Combined adjusted flow on the previous day	0 cfs
	> 130 cfs and ≤ 149 cfs	130 cfs	$Q - 130$ cfs
	> 149 cfs and ≤ 297 cfs	87% of combined adjusted flow on the previous day	$Q \times 13\%$
2	> 297 cfs and ≤ 335 cfs	258 cfs	$Q - 258$ cfs
	> 335 cfs and ≤ 622 cfs	77% of combined adjusted flow on the previous day	$Q \times 23\%$
3	> 622 cfs and ≤ 798 cfs	479 cfs	Minimum of either ($Q - 479$ cfs, or $Q \times 28\%$)
	> 798 cfs	60% of combined adjusted flow on the previous day	Minimum of either (MFL max day quantity of 400 cfs, or $Q \times 28\%$)

40D-2
Exhibit A

WATER USE PERMIT STANDARD CONDITIONS

1. With advance notice to the Permittee, District staff with proper identification shall have permission to enter, inspect, collect samples, take measurements, observe permitted and related facilities and collect and document any information deemed necessary to determine compliance with the approved plans, specifications and conditions of this permit. The Permittee shall either accompany District staff onto the property or make provision for access onto the property.
2. When necessary to analyze impacts to the water resource or existing users, the District shall require the Permittee to install flow metering or other measuring devices to record withdrawal quantities and submit the data to the District.
3. A District identification tag shall be prominently displayed at each withdrawal point that is required by the District to be metered or for which withdrawal quantities are required to be reported to the District, by permanently affixing the tag to the withdrawal facility.
4. The Permittee shall mitigate any adverse impact to environmental features or offsite land uses as a result of withdrawals. When adverse impacts occur or are imminent, the District shall require the Permittee to mitigate the impacts. Examples of adverse impacts include the following:
 - A. Significant reduction in levels or flows in water bodies such as lakes, impoundments, wetlands, springs, streams or other watercourses; or
 - B. Damage to crops and other vegetation causing financial harm to the owner;
and
 - C. Damage to the habitat of endangered or threatened species.
5. The Permittee shall mitigate any adverse impact to existing legal uses caused by withdrawals. When adverse impacts occur or are imminent, the District may require the Permittee to mitigate the impacts. Adverse impacts include:
 - A. A reduction in water levels which impairs the ability of a well to produce water;
 - B. Significant reduction in levels or flows in water bodies such as lakes, impoundments, wetlands, springs, streams or other watercourses; or
 - C. Significant inducement of natural or manmade contaminants into a water supply or into a usable portion of an aquifer or water body.
6. Permittee shall notify the District in writing within 30 days of any sale, transfer, or conveyance of ownership or any other loss of permitted legal control of the Project and / or related facilities from which the permitted consumptive use is made. Where Permittee's control of the land subject to the permit was demonstrated through a lease, the Permittee must either submit documentation showing that it continues to have legal control or transfer control of the permitted system / project to the new landowner or new lessee. All transfers of ownership are subject to the requirements of Rule 40D-1.6105, F.A.C. Alternatively, the Permittee may surrender the consumptive use permit to the District, thereby relinquishing the right to conduct any activities under the permit.
7. All withdrawals authorized by this WUP shall be implemented as conditioned by this permit, including any documents submitted as part of the permit application incorporated by reference in a permit condition. This permit is subject to review and modification, enforcement action, or revocation, in whole or in part, pursuant to Section 373.136 or 373.243, F.S.
8. This permit does not convey to the Permittee any property rights or privileges other than those specified herein, nor relieve the Permittee from complying with any applicable local government, state, or federal law, rule, or ordinance.
9. The Permittee shall cease or reduce surface water withdrawal as directed by the District if water levels in lakes fall below the applicable minimum water level established in Chapter 40D-8, F.A.C., or rates of flow in streams fall below the minimum levels established in Chapter 40D-8, F.A.C.
10. The Permittee shall cease or reduce withdrawal as directed by the District if water levels in aquifers fall below the minimum levels established by the Governing Board.

11. A Permittee may seek modification of any term of an unexpired permit. The Permittee is advised that section 373.239, F.S., and Rule 40D-2.331, F.A.C., are applicable to permit modifications.
12. The Permittee shall practice water conservation to increase the efficiency of transport, application, and use, as well as to decrease waste and to minimize runoff from the property. At such time as the Governing Board adopts specific conservation requirements for the Permittee's water use classification, this permit shall be subject to those requirements upon notice and after a reasonable period for compliance.
13. The District may establish special regulations for Water-Use Caution Areas. At such time as the Governing Board adopts such provisions, this permit shall be subject to them upon notice and after a reasonable period for compliance.
14. Nothing in this permit should be construed to limit the authority of the District to declare a water shortage and issue orders pursuant to chapter 373, F.S. In the event of a declared water shortage, the Permittee must adhere to the water shortage restrictions, as specified by the District. The Permittee is advised that during a water shortage, reports shall be submitted as required by District rule or order.
15. This permit is issued based on information provided by the Permittee demonstrating that the use of water is reasonable and beneficial, consistent with the public interest, and will not interfere with any existing legal use of water. If, during the term of the permit, it is determined by the District that a statement in the application and in the supporting data are found to be untrue and inaccurate, the use is not reasonable and beneficial, in the public interest, or does impact an existing legal use of water, the Governing Board shall modify this permit or shall revoke this permit following notice and hearing, pursuant to sections 373.136 or 373.243, F.S. The Permittee shall immediately notify the District in writing of any previously submitted information that is later discovered to be inaccurate.
16. Within the Southern Water Use Caution Area, if the District determines that significant water quantity or quality changes, impacts to existing legal uses, or adverse environmental impacts are occurring, the District, upon reasonable notice to the Permittee, including a statement of facts upon which the District based its determination, may reconsider the quantities permitted or other conditions of the permit as appropriate to address the change or impact, but only after an opportunity for the Permittee to resolve or mitigate the change or impact or to request a hearing.
17. All permits are contingent upon continued ownership or legal control of all property on which pumps, wells, diversions or other water withdrawal facilities are located.

Exhibit B
Instructions

METERING INSTRUCTIONS

The Permittee shall meter withdrawals from surface waters and/or the ground water resources, and meter readings from each withdrawal facility shall be recorded on a monthly basis within the last week of the month. The meter reading(s) shall be reported to the Water Use Permit Bureau on or before the tenth day of the following month for monthly reporting frequencies. For bi-annual reporting, the data shall be recorded on a monthly basis and reported on or before the tenth day of the month following the sixth month of recorded data. The Permittee shall submit meter readings online using the Permit Information Center at www.swfwmd.state.fl.us/permits/epermitting/ or on District supplied scanning forms unless another arrangement for submission of this data has been approved by the District. Submission of such data by any other unauthorized form or mechanism may result in loss of data and subsequent delinquency notifications. Call the Water Use Permit Bureau in Tampa at (813) 985-7481 if difficulty is encountered.

The meters shall adhere to the following descriptions and shall be installed or maintained as follows:

1. The meter(s) shall be non-resettable, totalizing flow meter(s) that have a totalizer of sufficient magnitude to retain total gallon data for a minimum of the three highest consecutive months permitted quantities. If other measuring device(s) are proposed, prior to installation, approval shall be obtained in writing from the Water Use Permit Bureau Chief.
2. The Permittee shall report non-use on all metered standby withdrawal facilities on the scanning form or approved alternative reporting method.
3. If a metered withdrawal facility is not used during any given month, the meter report shall be submitted to the District indicating the same meter reading as was submitted the previous month.
4. The flow meter(s) or other approved device(s) shall have and maintain an accuracy within five percent of the actual flow as installed.
5. Meter accuracy testing requirements:
 - A. For newly metered withdrawal points, the flow meter installation shall be designed for inline field access for meter accuracy testing.
 - B. The meter shall be tested for accuracy on-site, as installed according to the Flow Meter Accuracy Test Instructions in this Exhibit B, every five years in the assigned month for the county, beginning from the date of its installation for new meters or from the date of initial issuance of this permit containing the metering condition with an accuracy test requirement for existing meters.
 - C. The testing frequency will be decreased if the Permittee demonstrates to the satisfaction of the District that a longer period of time for testing is warranted.
 - D. The test will be accepted by the District only if performed by a person knowledgeable in the testing equipment used.
 - E. If the actual flow is found to be greater than 5% different from the measured flow, within 30 days, the Permittee shall have the meter re-calibrated, repaired, or replaced, whichever is necessary. Documentation of the test and a certificate of re-calibration, if applicable, shall be submitted within 30 days of each test or re-calibration.
6. The meter shall be installed according to the manufacturer's instructions for achieving accurate flow to the specifications above, or it shall be installed in a straight length of pipe where there is at least an upstream length equal to ten (10) times the outside pipe diameter and a downstream length equal to two (2) times the outside pipe diameter. Where there is not at least a length of ten diameters upstream available, flow straightening vanes shall be used in the upstream line.
7. Broken or malfunctioning meter:
 - A. If the meter or other flow measuring device malfunctions or breaks, the Permittee shall notify the District within 15 days of discovering the malfunction or breakage.
 - B. The meter must be replaced with a repaired or new meter, subject to the same specifications given above, within 30 days of the discovery.
 - C. If the meter is removed from the withdrawal point for any other reason, it shall be replaced with another meter having the same specifications given above, or the meter shall be reinstalled within 30 days of its removal from the withdrawal. In either event, a fully functioning meter shall not be off the withdrawal point for more than 60 consecutive days.
8. While the meter is not functioning correctly, the Permittee shall keep track of the total amount of time the withdrawal point was used for each month and multiply those minutes times the pump capacity (in gallons per minute) for total gallons. The estimate of the number of gallons used each month during that period shall be submitted on District scanning forms and noted as estimated per instructions on the form. If the data is submitted

by another approved method, the fact that it is estimated must be indicated. The reason for the necessity to estimate pumpage shall be reported with the estimate.

9. In the event a new meter is installed to replace a broken meter, it and its installation shall meet the specifications of this condition. The permittee shall notify the District of the replacement with the first submittal of meter readings from the new meter.

FLOW METER ACCURACY TEST INSTRUCTIONS

1. **Accuracy Test Due Date** - The Permittee is to schedule their accuracy test according to the following schedule:
- A. For existing metered withdrawal points, add five years to the previous test year, and make the test in the month assigned to your county.
 - B. For withdrawal points for which metering is added for the first time, the test is to be scheduled five years from the issue year in the month assigned to your county.
 - C. For proposed withdrawal points, the test date is five years from the completion date of the withdrawal point in the month assigned to your county.
 - D. For the Permittee's convenience, if there are multiple due-years for meter accuracy testing because of the timing of the installation and/or previous accuracy tests of meters, the Permittee can submit a request in writing to the Water Use Permit Bureau Chief for one specific year to be assigned as the due date year for meter testing. Permittees with many meters to test may also request the tests to be grouped into one year or spread out evenly over two to three years.
 - E. The months for accuracy testing of meters are assigned by county. The Permittee is requested but not required to have their testing done in the month assigned to their county. This is to have sufficient District staff available for assistance.

January	Hillsborough
February	Manatee, Pasco
March	Polk (for odd numbered permits)*
April	Polk (for even numbered permits)*
May	Highlands
June	Hardee, Charlotte
July	None or Special Request
August	None or Special Request
September	Desoto, Sarasota
October	Citrus, Levy, Lake
November	Hernando, Sumter, Marion
December	Pinellas

* The permittee may request their multiple permits be tested in the same month.

2. **Accuracy Test Requirements:** The Permittee shall test the accuracy of flow meters on permitted withdrawal points as follows:
- A. The equipment water temperature shall be set to 72 degrees Fahrenheit for ground water, and to the measured water temperature for other water sources.
 - B. A minimum of two separate timed tests shall be performed for each meter. Each timed test shall consist of measuring flow using the test meter and the installed meter for a minimum of four minutes duration. If the two tests do not yield consistent results, additional tests shall be performed for a minimum of eight minutes or longer per test until consistent results are obtained.
 - C. If the installed meter has a rate of flow, or large multiplier that does not allow for consistent results to be obtained with four- or eight-minute tests, the duration of the test shall be increased as necessary to obtain accurate and consistent results with respect to the type of flow meter installed.
 - D. The results of two consistent tests shall be averaged, and the result will be considered the test result for the meter being tested. This result shall be expressed as a plus or minus percent (rounded to the nearest one-tenth percent) accuracy of the installed meter relative to the test meter. The percent accuracy indicates the deviation (if any), of the meter being tested from the test meter.
3. **Accuracy Test Report:** The Permittees shall demonstrate that the results of the meter test(s) are accurate by submitting the following information within 30 days of the test:
- A. A completed Flow Meter Accuracy Verification Form, Form LEG-R.101.00 (5/14) for each flow meter tested. This form can be obtained from the District's website (www.watermatters.org) under "ePermitting and Rules" for Water Use Permits.

- B. A printout of data that was input into the test equipment, if the test equipment is capable of creating such a printout;
- C. A statement attesting that the manufacturer of the test equipment, or an entity approved or authorized by the manufacturer, has trained the operator to use the specific model test equipment used for testing;
- D. The date of the test equipment's most recent calibration that demonstrates that it was calibrated within the previous twelve months, and the test lab's National Institute of Standards and Testing (N.I.S.T.) traceability reference number.
- E. A diagram showing the precise location on the pipe where the testing equipment was mounted shall be supplied with the form. This diagram shall also show the pump, installed meter, the configuration (with all valves, tees, elbows, and any other possible flow disturbing devices) that exists between the pump and the test location clearly noted with measurements. If flow straightening vanes are utilized, their location(s) shall also be included in the diagram.
- F. A picture of the test location, including the pump, installed flow meter, and the measuring device, or for sites where the picture does not include all of the items listed above, a picture of the test site with a notation of distances to these items.

WATER QUALITY INSTRUCTIONS

The Permittee shall perform water quality sampling, analysis and reporting as follows:

1. The sampling method(s) from both monitor wells and surface water bodies shall be designed to collect water samples that are chemically representative of the zone of the aquifer or the depth or area of the water body.
2. Water quality samples from monitor wells shall be taken after pumping the well for the minimum time specified (if specified) or after the water reaches a constant temperature, pH, and conductivity.
3. The first submittal to the District shall include a copy of the laboratory's analytical and chain of custody procedures. If the laboratory used by the Permittee is changed, the first submittal of data analyzed at the new laboratory shall include a copy of the laboratory's analytical and chain of custody procedures .
4. Any variance in sampling and/or analytical methods shall have prior approval of the Water Use Permit Bureau Chief.
5. The Permittee's sampling procedure shall follow the handling and chain of custody procedures designated by the certified laboratory which will undertake the analysis.
6. Water quality samples shall be analyzed by a laboratory certified by the Florida Department of Health utilizing the standards and methods applicable to the parameters analyzed and to the water use pursuant to Chapter 64E-1, Florida Administrative Code, "Certification of Environmental Testing Laboratories."
7. Analyses shall be performed according to procedures outlined in the current edition of Standard Methods for the Examination of Water and Wastewater by the American Public Health Association-American Water Works Association-Water Pollution Control Federation (APHA-AWWA-WPCF) or Methods for Chemical Analyses of Water and Wastes by the U.S. Environmental Protection Agency (EPA).
8. Unless other reporting arrangements have been approved by the Water Use Permit Bureau Chief, reports of the analyses shall be submitted to the Water Use Permit Bureau, online at the District WUP Portal or mailed in hardcopy on or before the tenth day of the following month. The online submittal shall include a scanned upload of the original laboratory report. The hardcopy submittal shall be a copy of the laboratory's analysis form. If for some reason, a sample cannot be taken when required, the Permittee shall indicate so and give the reason in the space for comments at the WUP Portal or shall submit the reason in writing on the regular due date .
9. The parameters and frequency of sampling and analysis may be modified by the District as necessary to ensure the protection of the resource.
10. Water quality samples shall be collected based on the following timetable for the frequency listed in the special condition:

<u>Frequency</u>	<u>Timetable</u>
Weekly	Same day of each week
Quarterly	Same week of February, May, August, November
Semi-annually	Same week of May, November
Monthly	Same week of each month

WELL CONSTRUCTION INSTRUCTIONS

All wells proposed to be constructed shall be drilled and constructed as specified below:

1. All well casing (including liners and/or pipe) must be sealed to the depth specified in the permit condition.
2. The proposed well(s) shall be constructed of materials that are resistant to degradation of the casing/grout due to interaction with the water of lesser quality. A minimum grout thickness of two (2) inches is required on wells four (4) inches or more in diameter.
3. A minimum of twenty (20) feet overlap and two (2) centralizers is required for Public Supply wells and all wells six (6) inches or more in diameter.
4. Any variation from estimated, maximum or minimum total depths; maximum or minimum casing depths; well location or casing diameter specified in the condition requires advanced approval by the Water Use Permit Bureau Chief, or the Well Construction Section Manager.
5. The Permittee is notified that a proposal to significantly change any of these well construction specifications may require permit modification if the District determines that such a change would result in significantly greater withdrawal impacts than those considered for this Permit.
6. The finished well casing depth shall not vary from these specifications by greater than ten (10) percent unless advance approval is granted by the Water Use Permit Bureau Chief, or the Well Construction Section Manager.

ANNUAL REPORT SUBMITTAL INSTRUCTIONS

The "Public Supply Water Use Annual Report Form" (Form No. LEG-R.023.00 (01/09)), is designed to assist the Permittee with the annual report requirements, but the final authority for what must be included in the Water Use Annual Report is in this condition and in these instructions. Two identical copies of the "Public Supply Water Use Annual Report Form" and two identical copies of all required supporting documentation shall be included if submitted in hard copy. "Identical copy" in this instance means that if the original is in color, then all copies shall also be printed in color. If submitted electronically, only one submittal is required; however, any part of the document that is in color shall be scanned in color.

1. **Per Capita Use Rate** - A per capita rate for the previous calendar year will be progressively calculated until a rate of 150 gpd per person or less is determined whether it is the unadjusted per capita, adjusted per capita, or compliance per capita. The calculations shall be performed as shown in Part A of the Form. The Permittee shall refer to and use the definitions and instructions for all components as provided on the Form and in the Water Use Permit Applicant's Handbook Part B. Permittees that have interconnected service areas and receive an annual average quantity of 100,000 gpd or more from another permittee are to include these quantities as imported quantities. Permittees in the Southern Water Use Caution Area (SWUCA) or the Northern Tampa Bay Water Use Caution Area (NTBWUCA), as it existed prior to October 1, 2007, shall achieve a per capita of 150 gpd or less, and those in these areas that cannot achieve a compliance per capita rate of 150 gpd or less shall include a report on why this rate was not achieved, measures taken to comply with this requirement, and a plan to bring the permit into compliance. Permittees not in a Water Use Caution Area that cannot achieve a compliance per capita rate of 150 gpd or less by December 31, 2019 shall submit this same report in the Annual Report due April 1, 2020.
2. **Residential Use** - Residential water use consists of the indoor and outdoor water uses associated with each category of residential customer (single family units, multi-family units, and mobile homes), including irrigation uses, whether separately metered or not. The Permittee shall document the methodology used to determine the number of dwelling units by type and the quantities used. Estimates of water use based upon meter size will not be accepted. If mobile homes are included in the Permittees multi-family unit category, the information for them does not have to be separated. The information for each category shall include:
 - A. Number of dwelling units per category,
 - B. Number of domestic metered connections per category,
 - C. Number of metered irrigation connections,
 - D. Annual average quantities in gallons per day provided to each category, and
 - E. Percentage of the total residential water use provided apportioned to each category.
3. **Non-Residential Use** - Non-residential use consists of all quantities provided for use in a community not directly associated with places of residence. For each category below, the Permittee shall include annual average gpd provided and percent of total non-residential use quantities provided. For each category 1 through 6 below, the number of metered connections shall be provided. These non-residential use categories are:
 - A. Industrial/commercial uses, including associated lawn and landscape irrigation use,

- B. Agricultural uses (e.g., irrigation of a nursery),
 - C. Recreation/Aesthetic, for example irrigation (excluding golf courses) of Common Areas, stadiums and school yards,
 - D. Golf course irrigation,
 - E. Fire fighting, system testing and other accounted uses,-
 - F. K-through-12 schools that do not serve any of the service area population, and
 - G. Water Loss as defined as the difference between the output from the treatment plant and accounted residential water use (B above) and the listed non-residential uses in this section.
4. **Water Audit** - The water audit report that is done because water losses are greater than 10% of the total distribution quantities shall include the following items:
- A. Evaluation of:
 - 1) leakage associated with transmission and distribution mains,
 - 2) overflow and leakage from storage tanks,
 - 3) leakage near service connections,
 - 4) illegal connections,
 - 5) description and explanations for excessive distribution line flushing (greater than 1% of the treated water volume delivered to the distribution system) for potability,
 - 6) fire suppression,
 - 7) un-metered system testing,
 - 8) under-registration of meters, and
 - 9) other discrepancies between the metered amount of finished water output from the treatment plant less the metered amounts used for residential and non-residential uses specified in Parts B and C above, and
 - B. A schedule for a remedial action-plan to reduce the water losses to below 10%.
5. **Alternative Water Supplied other than Reclaimed Water** - Permittees that provide Alternative Water Supplies other than reclaimed water (e.g., stormwater not treated for potable use) shall include the following on Part D of the Form:
- A. Description of the type of Alternative Water Supply provided,
 - B. County where service is provided,
 - C. Customer name and contact information,
 - D. Customer's Water Use Permit number (if any),
 - E. Customer's meter location latitude and longitude,
 - F. Meter ownership information,
 - G. General customer use category,
 - H. Proposed and actual flows in annual average gallons per day (gpd) per customer,
 - I. Customer cost per 1,000 gallons or flat rate information,
 - J. Delivery mode (e.g., pressurized or non-pressurized),
 - K. Interruptible Service Agreement (Y/N),
 - L. Month/year service began, and
 - M. Totals of monthly quantities supplied.
6. **Suppliers of Reclaimed Water** - Depending upon the treatment capacity of the Permittees wastewater treatment plant, the Permittee shall submit information on reclaimed water supplied as follows:
- A. Permittees having a wastewater treatment facility with an annual average design capacity equal to or greater than 100,000 gpd shall utilize the "SWFWMD Annual Reclaimed Water Supplier Report" in Excel format on the Compact Disk, Form No. LEG-R.026.00 (05/09). The "SWFWMD Annual Reclaimed Water Supplier Report" is described in Section 3.1 of Chapter 3, under the subheading "Reclaimed Water Supplier Report" and is described in detail in the Water Use Permit Applicant's Handbook Part B.
 - B. Permittees that have a wastewater treatment facility with an annual average design capacity less than 100,000 gpd can either utilize the "SWFWMD Annual Reclaimed Water Supplier Report," Form No. LEG-R.026.00, as described in sub-part (1) above or provide the following information on Part E of the Form:
 - 1) Bulk customer information:
 - a) Name, address, telephone number,

- b) WUP number (if any),
 - c) General use category (residential, commercial, recreational, agricultural irrigation, mining),
 - d) Month/year first served,
 - e) Line size,
 - f) Meter information, including the ownership and latitude and longitude location,
 - g) Delivery mode (pressurized, non-pressurized).
- 2) Monthly flow in gallons per bulk customer.
 - 3) Total gallons per day (gpd) provided for metered residential irrigation.
 - 4) Disposal information:
 - a) Site name and location (latitude and longitude or as a reference to the service area map),
 - b) Contact name and telephone,
 - c) Disposal method, and
 - d) Annual average gpd disposed.

Darrin W. Herbst, P.G. Electronically Signed

Authorized Signature

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

This permit, issued under the provision of Chapter 373, Florida Statutes and Florida Administrative Code 40D-2, authorizes the Permittee to withdraw the quantities outlined above, and may require various activities to be performed by the Permittee as described in the permit, including the Special Conditions. The permit does not convey to the Permittee any property rights or privileges other than those specified herein, nor relieve the Permittee from complying with any applicable local government, state, or federal law, rule, or ordinance.

Exhibit C
Peace River Hydrobiological
Monitoring Program
2018 Update

**Peace River Hydrobiological Monitoring Program
2018 Update**

**Prepared for:
Peace River Manasota Regional Water Supply Authority**



**Prepared by:
Janicki Environmental, Inc.**



January 2018

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1.0 INTRODUCTION

On December 10, 1975, the Consumptive Use Permit #27500016 for the Peace River Regional Water Supply Facility was signed between General Development Utilities, Inc. and the Southwest Florida Water Management District (District). In conjunction with this agreement, a comprehensive Hydrobiological Monitoring Program (HBMP) was set forth to assess the responses of various physical, chemical, and biological characteristics of the Charlotte Harbor estuary to changes in Peace River flow. The program was designed to evaluate the influences and significance of natural seasonal and annual salinity changes on the aquatic fauna and flora in the lower river/upper harbor estuary, and to determine if freshwater withdrawals by the Peace River Regional Water Supply Facility could be shown to potentially significantly alter these natural patterns. The HBMP design has been modified several times since its inception based on collected data and other considerations. This document provides a brief history of the HBMP and a description of the currently implemented HBMP, and serves as an update to the 1996 HBMP Document.

1.1 DOCUMENT ORGANIZATION

This document is organized as follows:

Chapter 1. Introduction. This chapter provides a brief overview of HBMP background, goals and objectives, monitoring area, and organization of this document.

Chapter 2. HBMP Regulatory Context. This chapter provides a brief overview of the basis for requirement of the HBMP, as well as a description of the adopted Minimum Flows and Levels (MFL) for the Lower Peace River.

Chapter 3. Resource Management Goals. This chapter details the goals and objectives of the HBMP as described in special conditions of the Water Use Permit as well as criteria used in the design of HBMP study elements.

Chapter 4. Monitoring Elements of the Peace River HBMP. This chapter provides specific HBMP monitoring information for the Lower Peace River, as currently implemented by the Peace River Manasota Regional Water Supply Authority (Authority).

Chapter 5. Management Response Plan. This chapter details the hierarchy of management actions proposed under the HBMP to be implemented in response to detected changes in salinity that could forewarn of potential future impacts of sufficient magnitude that they would constitute an “adverse change”.

Chapter 6. HBMP Special Studies. This chapter provides an overview of the special studies currently implemented under the HBMP, designed to answer specific research questions regarding the Lower Peace River and Upper Charlotte Harbor.

1.2 HBMP BACKGROUND

The HBMP was not conceived to be a rigid monitoring program but rather a flexible study design. When the first discussion began with District staff in 1975 regarding what might be included within such a monitoring effort, very little was known about either salinity/flow relationships, or the spatial/temporal distributions of other physical/chemical water quality parameters in the lower Peace River/upper Charlotte Harbor estuary. Even less was known about the biological communities that studies in other estuarine

systems had indicated could potentially be negatively affected by excessive freshwater diversions. In 1976, the initial monitoring elements of the HBMP were designed in coordination with District staff to provide answers to specific questions raised during the original permitting process. These questions raised concerns regarding the potential for negative impacts potentially associated with salinity changes in the lower Peace River/upper Charlotte Harbor estuarine system resulting from freshwater withdrawals. Analysis of data from pre- and post-water treatment plant operation, presented in the August 1982 HBMP Summary Report, indicated the need to revise the monitoring program to better evaluate changes in the Charlotte Harbor system. Revisions to the HBMP monitoring elements were implemented to assess natural seasonal and longer-term variations in freshwater inflows, relative to the magnitude and timing of expected salinity changes due to Facility withdrawals. Further modifications and refinements to the HBMP study elements were made in 1985, 1988, and then again in 1996 in conjunction with the renewal of the Facility's Water Use Permit. The area of study is shown in Figure 1.1 and Table 1.1 provides a timeline of historical and current HBMP elements.

While the overall effort (inflation adjusted) of the monitoring program has remained relatively constant, study elements have been added and deleted in order to enhance the overall knowledge base of the lower Peace River/upper Charlotte Harbor estuarine system. Historically, those major monitoring elements aimed at assessing direct relationships with variations in freshwater inflow have had the longest histories. Other program elements, primarily those focused on assessing indirect biological indicators, have extended over a number of years and then ended once a sufficient baseline level of information had been accumulated. The HBMP should focus monitoring primarily on assessing long-term trends in key physical, chemical and biological characteristic directly related to the Facility's potential influences.

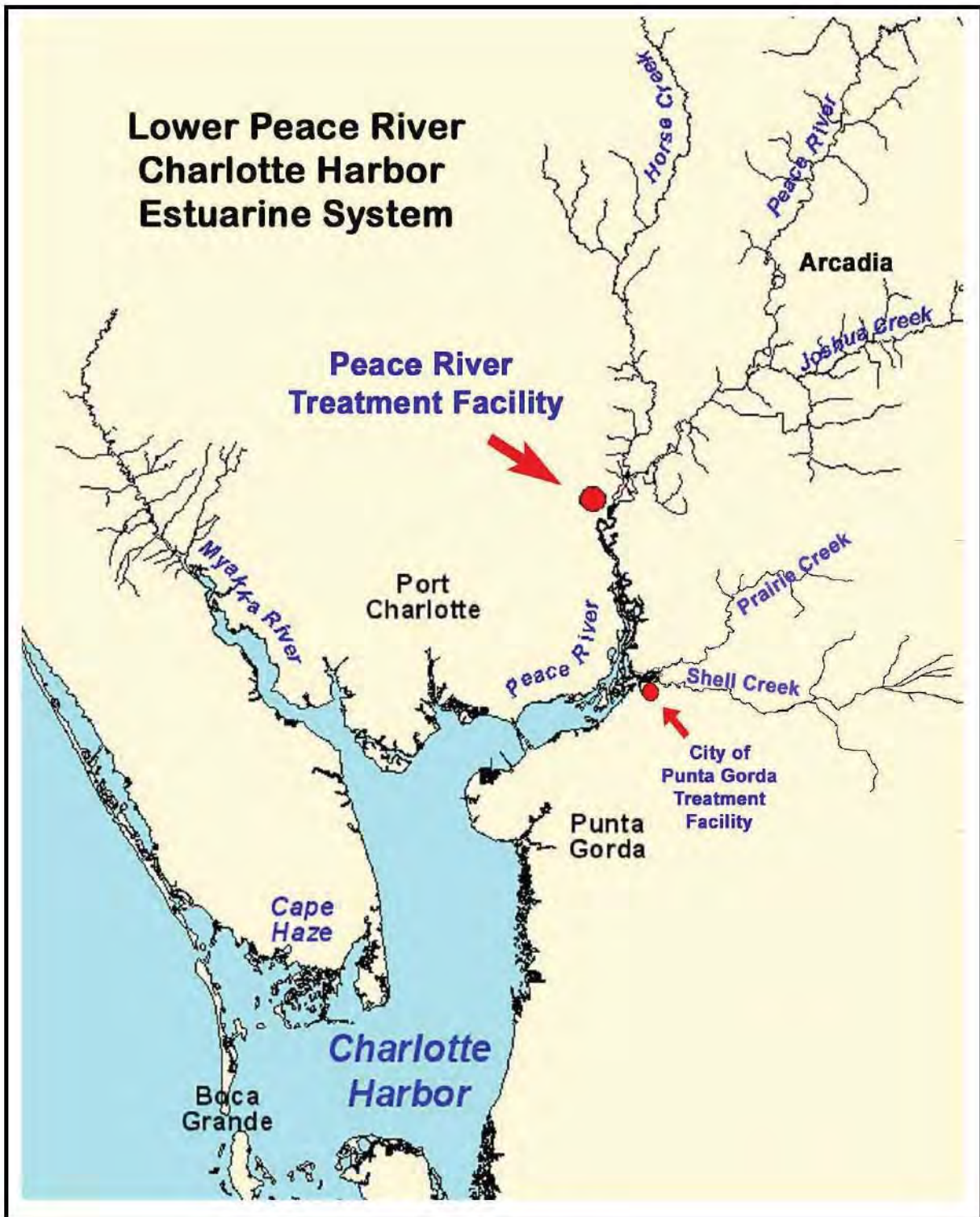


Figure 1.1 HMBP Study Area

Table 1.1 Historic time lines for both ongoing and previous major HBMP study elements		76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	
Indicator Benthic Species																						
Sea Star																						
Upper Harbor Juvenile Fishes																						
Vegetation - Aerial Photography																						
Vegetation - First and Last																						
Vegetation - Transect Sites																						
Isohaline Phytoplankton Primary Production																						
Isohaline Phytoplankton Species Identification																						
Zooplankton (Isobalines)																						
Water Quality (0, 6, 12, 20 ppt Isobalines)	↘																					
Water Quality Lower /Middle Harbor																						
Stations 1, 3, 5, 6																						
Stations 2, 4, 7	↘																					
Water Quality Upper Harbor																						
Station 9	↘																					
Water Quality Lower River																						
Stations 10, 12, 14, 18	↘																					
Stations 16, 20	↘																					
Stations 11, 13, 15, 17, 19																						
Stations 21, 22, 23, 24, 25																						
Continuous Recorders																						
Benthic Invertebrates & Mollusc																						
Larval Fish/Plankton																						

Note: The station locations used in this table refer to the historically used numerical identifications, since not all of the sites in the lower/upper harbor were sampled along the current river kilometer centerline. Table 4.3 provides conversions to the currently used centerline identification system for stations 9 through 25.
 ↘ Includes *in situ* water column profile and surface water chemistry
 ↙ Includes both *in situ* water column profile, and top and bottom water chemistry

Table 1.1 Historic time lines for both ongoing and previous major HBMP study elements																							
	96	97	98	99	00	01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17	
Indicator Benthic Species																							
Sea Star																							
Upper Harbor Juvenile Fishes																							
Vegetation - Aerial Photography																							
Vegetation - First and Last																							
Vegetation - Transect Sites																							
Isobaline Phytoplankton Primary Production																							
Isobaline Phytoplankton Species Identification																							
Zooplankton (Isobalines)																							
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Stations 11, 13, 15, 17, 19																							
Stations 21, 22, 23, 24, 25																							
Continuous Recorders																							
Benthic Invertebrates & Mollusc																							
Larval Fish/Plankton																							

Note: The station locations used in this table refer to the historically used numerical identifications, since not all of the sites in the lower/upper harbor were sampled along the current river kilometer centerline. Table 4.3 provides conversions to the currently used centerline identification system for stations 9 through 25.

- ↕ Includes *in situ* water column profile and surface water chemistry
- ↕↕ Includes both *in situ* water column profile, and top and bottom water chemistry

1.3 HBMP GOALS AND OBJECTIVES

Water Use Permit No. 20010420.002 was issued by the District to the Authority in March 1996. The permit contained specific conditions for the continuation and enhancement of the lower Peace River/upper Charlotte Harbor estuary HBMP. The HBMP study elements specified in the 1996 permit renewal were designed to build upon and add to the HBMP monitoring activities initiated in 1975.

As defined by the District's 1996 Water Use Permit (WUP) 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 and direct rainfall to the lower Peace River.
- Evaluate relationships between the ecology of the lower Peace River/upper Charlotte Harbor estuary 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 District or other parties.

The overall primary goal of both the historic and current HBMP study elements has been to provide the District with sufficient information to determine whether the biological communities of the lower Peace River/upper Charlotte Harbor estuarine system have been, are being, or may be adversely impacted by permitted freshwater withdrawals by the Authority's water treatment Facility.

Current monitoring elements are detailed in Chapter 4.

2.0 HBMP REGULATORY CONTEXT

This chapter provides a brief overview of the basis of requirement for the HBMP, as well as a description of the adopted Minimum Flows and Levels (MFL) for the Lower Peace River.

2.1 WATER USE PERMIT REQUIREMENTS

A twenty-year renewal of the Facility's Water Use Permit (WUP) was issued by the District to the Authority in March 1996. The permit contained specific conditions for the continuation and enhancement of specific study elements for the ongoing Lower Peace River/Upper Charlotte Harbor Estuary HBMP. The permit was subsequently modified in 2011 (WUP No. 20010420.008) as a result of two significant factors. The first was the adoption in April 2011 of a Minimum Flows and Levels (MFL) leading to a revised District permitted withdrawal schedule for the Authority. The second factor was an extension of the permit expiration. Special Condition 19 of the modified permit requires that the "Permittee shall continue implementation of the Peace River Hydrobiological Monitoring Program (HBMP) which was incorporated into this permit on March 26, 1996".

In addition to other requirements, District WUP applicants must demonstrate reasonable assurance that the consumptive use will not cause harm to the water resources of the area in any of the following ways (40D-2.301.2.g, F.A.C.):

1. Will not cause harmful water quality impacts to the water source resulting from the withdrawal or diversion;
2. Will not cause harmful water quality impacts from dewatering discharge to receiving waters;
3. Will not cause harmful saline water intrusion or harmful upconing;
4. Will not cause harmful hydrologic alterations to natural systems, including wetlands or other surface waters; and
5. Will not otherwise cause harmful hydrologic alterations to the water resources of the area.

The District's Basis of Review has established a specific series of performance standards for WUPs associated with withdrawals from natural surface waterbodies, such as the Peace River.

- Flow rates shall not deviate from the normal rate and range of fluctuation to the extent that water quality, vegetation, and animal populations are adversely impacted in streams and estuaries.
- Flow rates shall not be reduced from the existing level of flow to the extent that salinity distributions in tidal streams and estuaries are significantly altered as a result of withdrawals.
- Flow rates shall not deviate from the normal rate and range of fluctuation to the extent that recreational use or aesthetic qualities of the water resource are adversely impacted

Additionally, any permitted withdrawals must be in accordance with any pertinent, adopted MFL.

2.2 DISTRICT MINIMUM FLOWS AND LEVELS (MFLS)

Although an adopted minimum flow and level (MFL) for a water body may not by itself provide sufficient reasonable assurance that withdrawals consistent with the MFL will not impact natural resources, adopted MFLs are relevant to the Peace River HBMP for several reasons. First, the WUP supported by the HBMP must be consistent with applicable MFLs for the River. Second, data, thresholds, statistical analyses, and hydrodynamic models used to establish the MFLs may also be used to assess the effects of Authority withdrawals.

The District is required to establish minimum flows and levels (MFLs) for surface water bodies, including rivers, streams and estuaries, to identify the limit at which further withdrawals would be significantly harmful to the water resources or the ecology of the area. District work on development of MFLs for the Lower Peace River was initiated in 2007, and was based on goals that included maintaining freshwater at the Authority's withdrawal facility on the Lower Peace River and biologically-relevant salinities throughout the Lower Peace River. After passing through many reviews, including independent scientific peer review, MFLs for the Lower Peace River were adopted into the District's Water Levels and Rates of Flow rules (specifically Rule 40D-8.041(8), Florida Administrative Code or F.A.C.) in July 2010 and became effective in August 2010. The approach utilized was to protect the flow regime, which is necessary to protect the ecology of the system.

As part of the process to determine the appropriate MFL and ensure protection of the flow regime, the District analyzed historic and current flow conditions to better understand the existing anthropogenic influence on the system. To better understand natural and anthropogenic influences on the system, climatic variability and long-term oscillations were accounted for in the review of historical hydrologic conditions. Seasonal blocks were defined based on typical low, medium and high flow periods of the year. The 'building block' approach which has been the preferred District method for determining minimum flows and levels was used in determining these MFLs. A low-flow threshold (below which withdrawal is not allowed) was determined, and the percent of flow method was used to determine allowable withdrawals when flows exceed the low-flow threshold.

The low-flow threshold for the Peace River was based on the operational capability of the Authority's Facility on the Peace River. Empirical analysis indicated that saline waters would be present at the withdrawal point when the combined flows of the Peace River at the Arcadia gauge, Joshua Creek at Nocatee, and Horse Creek near Arcadia are below 130 cfs. When the combined flow is below 130 cfs facility operations are limited by the presence of high-conductivity water, which is not suitable for water supply.

If flow is greater than 130 cfs the MFL protects the typical salinity distribution in the lower Peace River. Specifically, the MFL determined the acceptable percent of flow reduction to maintain the 2, 5 and 15 practical salinity units (psu) zones. Additionally, a portion of the lower Peace River has been shown to have high levels of fish abundance and diversity. The typical salinity levels in this portion of the river are 8 to 16 psu. Therefore, an additional analysis based on maintaining the 8 to 16 psu salinity range within that portion of the river was conducted. Based upon the results of these analyses the allowable percent withdrawals from the lower Peace River are:

- Block 1 (April 20 to June 25): 16% of flow.
- Block 2 (October 27 to April 19): 16% of flow when flow is at or below 625, 29% of flow when flow is above 625 cfs.
- Block 3 (June 26 to October 26): 16% of flow when flow is at or below 625 cfs, 38% of flow when flow is above 625 cfs.

The flow referenced in the above bullets is the combined flows (as measured by the USGS gages) of the Peace River at the Arcadia gauge, Joshua Creek at Nocatee, and Horse Creek near Arcadia. Additionally, a maximum flow withdrawal of 400 cfs was instituted. The analyses conducted indicate that surface water withdrawals at these levels are protective of the ecology of the lower Peace River.

The Lower Peace River MFL rule specified that the MFLs will be reevaluated to incorporate additional ecological data for the Lower Peace River within 5 years of rule adoption. In response to this timeline, the District prepared an initial MFLs reevaluation report and scheduled completion of a more comprehensive reevaluation for the latter part of 2018. The timeline for the more comprehensive reevaluation was developed to allow for incorporation of additional ecological data that are expected to strengthen the technical basis for the reevaluation. Analyses to be incorporated into the reevaluation include: 1) running a hydrodynamic model for baseline and reduced flow scenarios, 2) characterization of floodplain features/habitats and how these habitats may be affected by changes in river flows, and 3) habitat suitability modeling for evaluation of the abundance and distribution of six fish species that are known to be responsive to freshwater inflows (District personal communication August 2017).

3.0 RESOURCE MANAGEMENT GOALS

Since its inception, the HBMP has incorporated numerous study elements directed toward assessing both the overall “health of the estuary” as well as determining impacts potentially associated with the Facility’s withdrawals. Figure 3.1 depicts a basic, simplified conceptual estuarine model of the primary mechanisms through which freshwater withdrawals may impact lower river/upper harbor resources, and which served as the basis for the initial development of the HBMP.

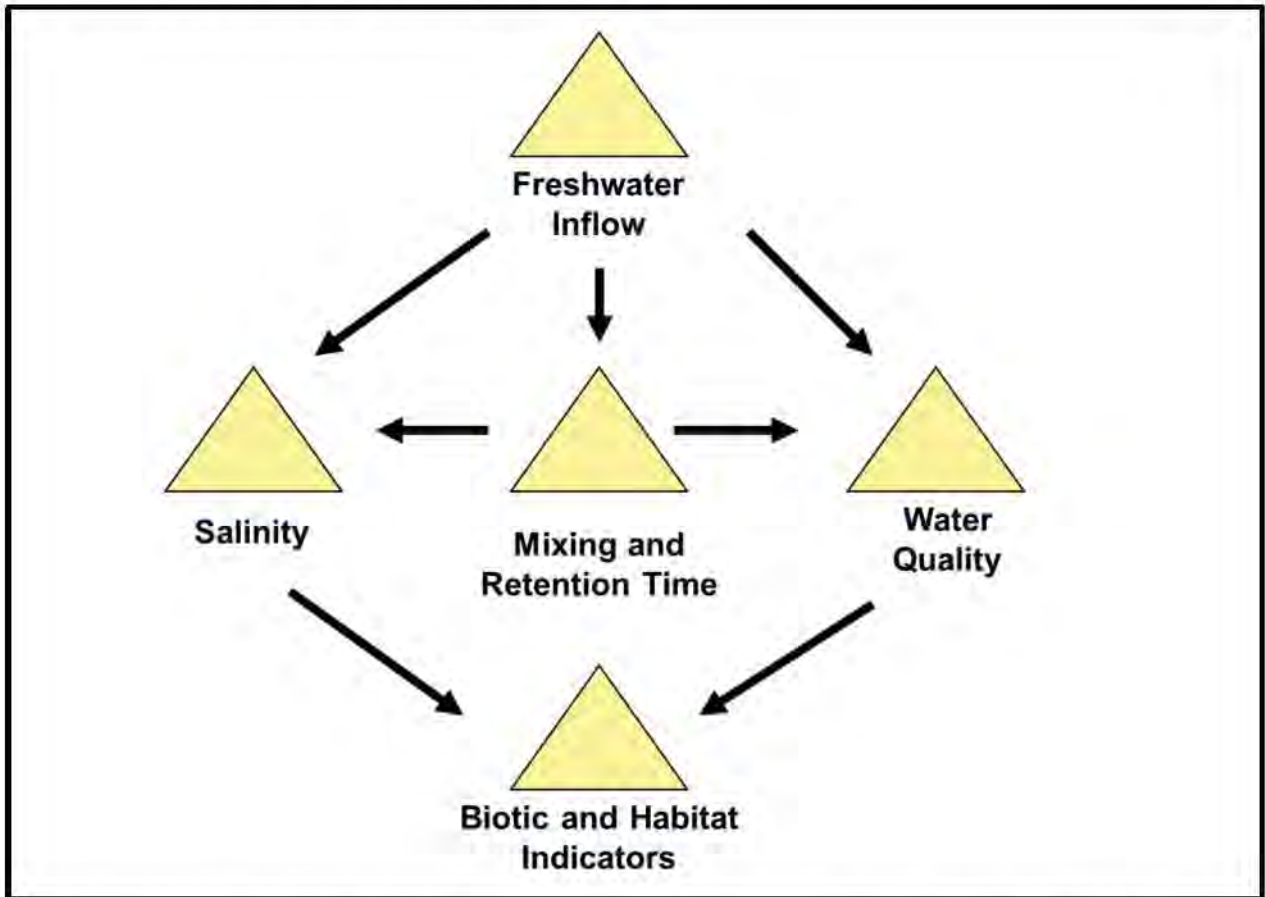


Figure 3.1 Basic conceptual model of potential impact mechanisms of surface water withdrawals

A more detailed conceptual model (Figure 3.2) relative to the pathways through which Facility withdrawals have some potential to impact estuarine resources was developed as part of the 2002 HBMP Comprehensive Summary Report and will be referenced again in later paragraphs of this chapter.

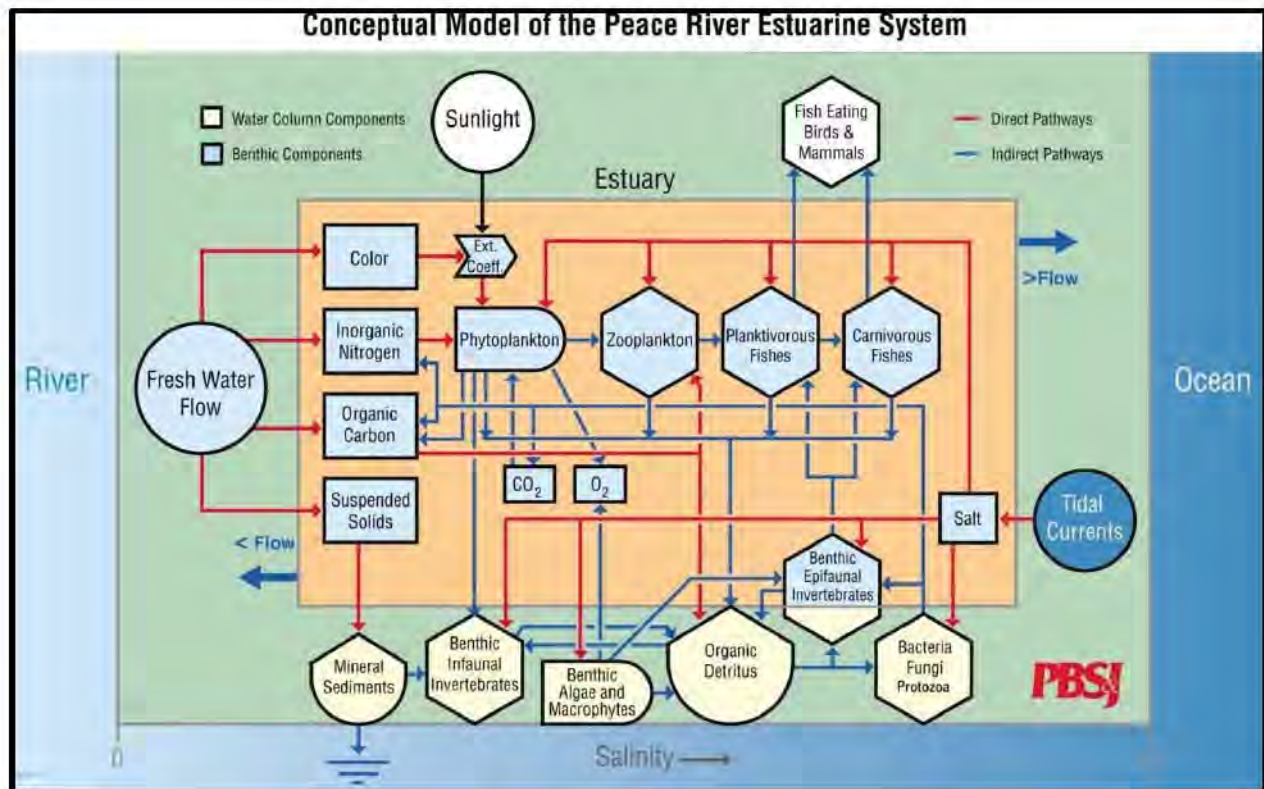


Figure 3.2 HBMP conceptual model of primary impact mechanisms of facility surface water withdrawals

This chapter further details HBMP resource management goals and relevant design criteria.

3.1 HBMP MONITORING OBJECTIVES

The HBMP design needs to cost-effectively address the articulated goals and objectives delineated in the Southwest Florida Water Management District's (District) specific WUP conditions. The combined elements of the program's design need to specifically meet the expectations and objectives set forth in the WUP's "specific conditions", as well as provide sufficient long-term information on which to base the development of answers to potential future questions that might be expected to arise.

The following summarizes the primary monitoring objectives of the HBMP study elements, as contained within the Authority's 1996 WUP's specific conditions:

- Monitor withdrawals from the Peace River Facility (Facility) and evaluate data as provided by the District for the gaged tributary flows from Joshua, Horse and Shell creeks, as well as the primary Peace River flows measured at Arcadia, and direct rainfall to the lower Peace River.
- Evaluate relationships between the ecology of the lower Peace River/upper Charlotte Harbor Estuary 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 by other studies conducted by the District or other parties.

The overall goal of the HBMP continues to be to provide both the District and the Authority's respective Governing Boards with sufficient information to determine whether the water quality characteristics and biological communities of the lower Peace River/upper Charlotte Harbor estuarine system have been, are being, or may be significantly adversely impacted by permitted Facility withdrawals. A secondary objective has historically been to develop an ongoing base of ecological information sufficient to provide the District with critical information regarding the overall status and relative "health" of the lower Peace River/upper Charlotte Harbor estuarine system, by evaluating the status and trends of selected water quality and biological parameters.

3.2 HBMP DESIGN CRITERIA

In order to effectively meet these goals and objectives, the integrated design of HBMP elements should incorporate the following criteria:

- The program needs to identify those appropriate physical and biological indicators, and specific mechanisms of action, potentially subject to significant changes resulting from the Facility's permitted freshwater withdrawals from the lower Peace River/upper Charlotte Harbor estuarine system.
- The program should determine and predominantly focus its efforts in those geographical regions of the lower river/upper Harbor where naturally occurring and Facility induced changes in flows would be expected to result in the greatest potential observed changes in identified key estuarine characteristics.
- The design of the HBMP monitoring element should include sufficient spatial and temporal intensity to assure detection of measurable changes in selected physical/chemical/biological parameters resulting from changes in freshwater inflows.

It is, therefore, important that the following be clearly delineated for each of the HBMP study elements in order to meet these design criteria, and provide technically supportable data:

- The goals, objectives and specific sampling parameters need to be defined. This should include the specific purpose and application of each monitoring parameter.
- The sampling and analytical data gathering procedures need to be thoroughly described, specifically detailing the required temporal and spatial density of data collection.
- Data acquisition quality control and assurance methodologies need to be described, as well as potential methodologies and procedures for data analysis.

It is also important that each HBMP study element, as well as the overall program, have specific clearly stated goals and objectives to cost-effectively meet the design criteria needed to accomplish the monitoring program's multiple expectations. These goals and objectives need to clearly establish the scientific basis needed to provide sufficient information to meet the District's criteria for required reasonable assurance. It is also essential that the HBMP study elements delineate the types and amounts of monitoring data necessary to construct, calibrate, and verify the quantitative models needed to evaluate both current as well as possible future alternative withdrawal strategies under the District's established Minimum Flows and Levels (MFL) criteria.

Sometimes a well-designed monitoring program can still result in unanswered questions concerning key environmental processes or potential impacts. It is therefore important that the HBMP design criteria provide for opportunities, where feasible, to include the incorporation of short-term, intensive monitoring elements needed to provide answers to specific questions or issues that may arise periodically during the review process. The HBMP design elements further need to be sufficiently flexible to allow incorporation of modifications when and where changes in conditions, or new gathered information, suggest the need for specific monitoring program changes.

4.0 MONITORING ELEMENTS OF THE PEACE RIVER HBMP

The HBMP has evolved through the past 42 years with the current HBMP elements evolving from the HBMP study elements specified in the 1996 WUP and that 1996 effort was designed to build upon and add to the HBMP monitoring activities initiated in 1975.

As defined by the District's 1996 WUP conditions, the primary focus and overall objective of the HBMP was 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 and direct rainfall to the lower Peace River.
- Evaluate relationships between the ecology of the lower Peace River/upper Charlotte Harbor estuary 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 District or other parties.

The overall primary goal of both the historic and current HBMP study elements has been to provide the District with sufficient information to determine whether the biological communities of the lower Peace River/upper Charlotte Harbor estuarine system have been, are being, or may be adversely impacted by permitted freshwater withdrawals by the Authority's water treatment Facility.

Current HBMP monitoring elements are described in the paragraphs to follow.

4.1 PHYSICAL MONITORING

The USGS began a cooperative water quality data collection program with the Authority in August 1996. In addition to specific conductance, salinity and temperature (see Section 4.3), three USGS gaging sites record water levels at 15-minute intervals throughout the study area (Table 4.1).

Table 4.1 Summary USGS water level recorders in the HBMP study area

Gage ID Location	Begin Date	River Kilometer
HH (USGS - 02297460) – Dock at Harbour Heights	Sep. 1996	RK 15.5
PRH (USGS - 02297350) – Dock at Peace River Heights gage	Nov. 1997	RK 26.7
PRP (USGS – 02297345) – Peace River at Platt (Facility)	Dec. 2009	RK 29.8

4.2 WATER CHEMISTRY AND WATER COLUMN PHYSICAL PROFILES

Two separate HBMP study elements (isohaline-based and fixed-station sampling) incorporate in situ water column profile physical measurements with the collection of chemical water quality sampling along the monitoring transect. In addition, both efforts measure the penetration of photosynthetically active radiation (PAR) to determine ambient extinction coefficients at specific sampling locations.

Several goals are associated with both the individual and combined findings of these water quality HBMP study elements. A principal goal of both monitoring efforts is to assess the overall “health of the estuary” by collecting sufficient long-term data to statistically describe spatial and seasonal variability of the water quality characteristics of the lower Peace River/upper Charlotte Harbor estuary, and test for significant changes over time (trends). A further goal of these HBMP elements is to determine whether significant relationships exist between freshwater inflows and the seasonal/spatial variability of key selected water quality parameters. If such relationships can be shown, then the ultimate goal becomes to determine the potential magnitude of change that might result from both existing permitted withdrawals and any future modifications, and compare such predicted changes due to withdrawals with the normal ranges of observed natural seasonal and annual variability.

4.2.1 Moving Isohaline-Based Sampling

During the first week of each month, water quality measurements (physical and chemical) are conducted at four “moving” salinity-based isohaline 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. The selection of the salinity-based sampling zones was originally established on a literature review of known spatial estuarine differences among the major plankton groups:

- Oligohaline Conditions = 0 psu (defined as upstream of 500 us/cm conductivity)
- Lower Mesohaline = 5-7 psu
- Upper Mesohaline = 11-13 psu
- Upper Brackish = 20-22 psu

The relative monthly location of each sampling event is based on the first occurrence of these specific isohalines (+/- 0.5 psu), with freshwater being defined as the first occurrence of conductivities less than 500 us/cm (or until reaching the upstream Horse Creek confluence at RK 34.1).

Surface water samples are taken monthly at the four isohaline locations. The parameters measured for each water sample are presented in Table 4.2. The locations of the salinity-based stations are recorded as

kilometers in the river channel upstream of the river mouth and expressed as isohaline locations. At each station on each date, vertical profiles of salinity, specific conductance, temperature, pH, and dissolved oxygen are taken at surface, one-half meter intervals and bottom. Light profiles are taken using a LICORR photometer or another comparable instrument that meets District specifications. Light penetration profiles are recorded in depth increments consistent with methods previously used in the monitoring program. Light extinction coefficients are computed for each site.

Table 4.2 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	Volatile Solids
Nitrate + Nitrite Nitrogen	Chlorophyll <i>a</i>

Monthly data are available for this element for the period 1983-present.

4.2.2 Fixed-Station Sampling

Approximately two weeks after the collection of the “moving” isohalines, water column physical profiles and light profiles are conducted, near high tide, at 16 “fixed” locations along the monitoring transect (Figure 4.1) The transect runs from just below the river’s mouth (RK -2.4) upstream to a point just above the Peace River Facility (RK 30.7; Figure 4.1 and Table 4.3). In addition, surface and bottom chemical water quality grab samples are taken at five of these locations (Table 4.3). The grab samples are analyzed for the same chemical water quality parameters as samples from the isohaline-based stations (Table 4.2). Monthly data are available for this element over two periods: 1976-1989 and 1996-present.



Figure 4.1 Fixed Station Locations

Table 4.3 Ongoing 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 in Table 1.1, prior to standardization of stations to river kilometer.

4.3 CONTINUOUS RECORDERS (USGS AND AUTHORITY)

During the 1996 permit renewal, the need was identified to begin collecting salinity data at fixed points along the HBMP monitoring longitudinal transect at much greater frequencies than the ongoing monthly monitoring. Such information, combined with corresponding tide/wind influenced gage height, freshwater flows, and withdrawals could then be used to develop detailed spatial and temporal relationships through the development of statistical and/or mechanistic models. These models would allow increased accuracy in assessing the relative magnitudes of short and longer-term salinity changes due to permitted Facility withdrawals. Such salinity changes are expected to result from the interactions and combined influences of seasonally varying withdrawals with natural variations in both flows and tides. Secondly, continuous recorders might be used to assess potential long-term changes in river salinity, which might be explained by future predicted long-term progressive increases in sea level.

Following the 1996 renewal of the Facility WUP, two initial subsurface/near bottom 15-minute recorder locations were established in the lower Peace River by the United States Geological Survey (USGS). The Authority itself subsequently deployed three additional continuous subsurface salinity recorders in December of 2005, two additional recorders again in May 2008, and recently three more recorders at the end of June 2011. In December 2009, USGS installed another location, consisting of a pair of near surface and near bottom continuous recorders, immediately adjacent to the Facility's river intake structure. The three USGS recorder locations provide the Authority the ability to assess river conductance both downstream and at the Facility in real time, in order to prevent the withdrawal of higher conductance water during lower flows above the 130 cfs threshold. The relative locations of the recorder array along the lower Peace River HBMP monitoring transect are depicted in Figure 4.2 and further summarized in Table 4.3

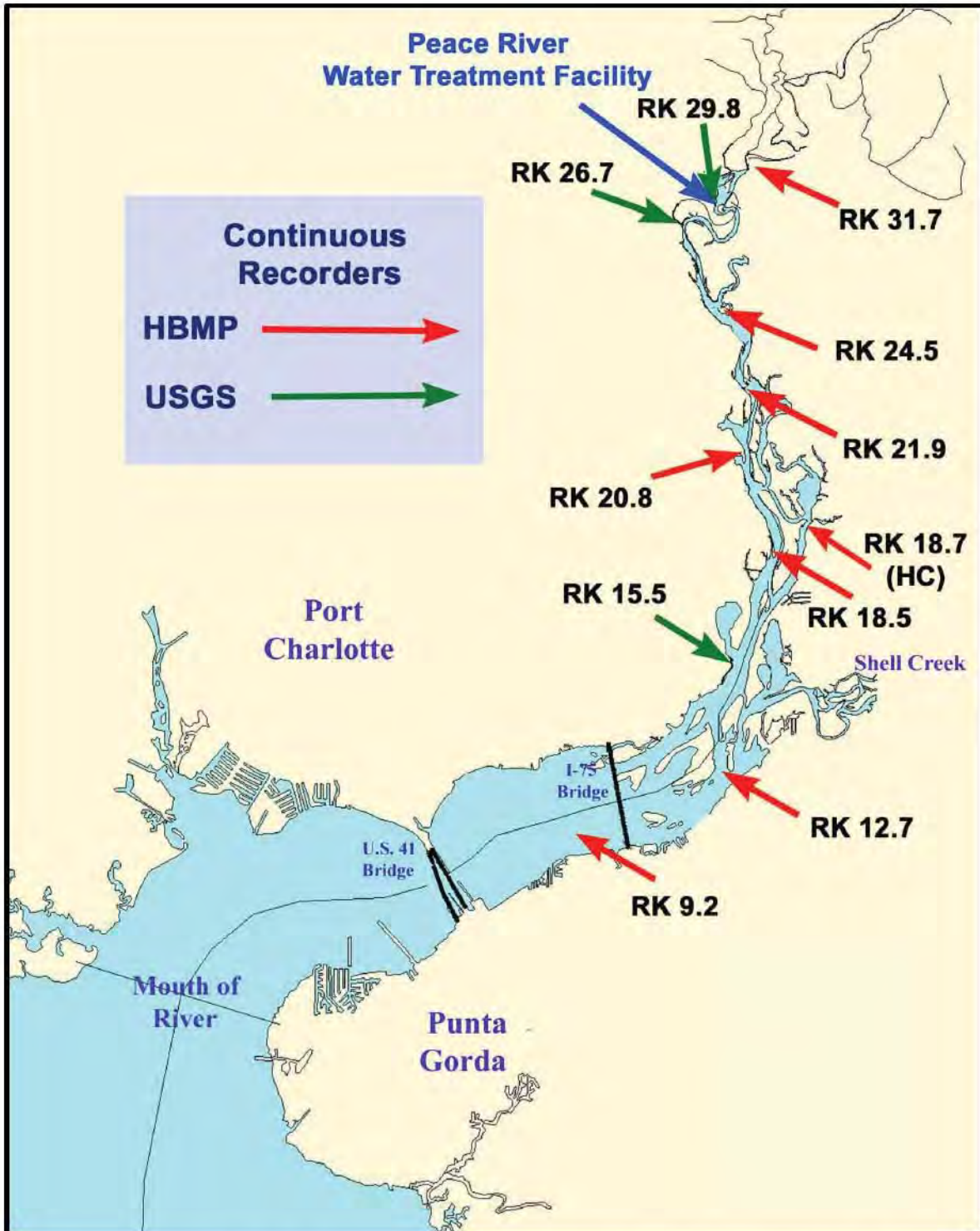


Figure 4.2 Current locations of USGS and Authority (HBMP) continuous recorders

Table 4.3 HBMP continuous recorder locations							
Station ID	Agency	Structure Type	Year Began	Latitude Degrees	Latitude Minutes	Longitude Degrees	Longitude Minutes
RK 9.2	Authority	Navigation Marker	2011	26	57.182	82	2.127
RK 12.7	Authority	Manatee Sign	2011	26	57.708	81	59.961
RK 15.5	USGS (02297460)	Dock	1996	26	59.233	81	59.667
RK 18.5	Authority	Navigation Marker	2011	27	0.831	81	58.998
HC 18.7 (Hunter Creek)	Authority	Manatee Sign	2011	27	0.904	81	58.629
RK 20.8	Authority	Navigation Marker	2011	27	1.968	81	59.488
RK 21.9	Authority	Manatee Sign	2005	27	2.581	81	59.357
RK 24.5	Authority	Manatee Sign	2005	27	3.648	81	59.959
RK 26.7	USGS (02297350)	Dock	1997	27	4.633	82	0.450
RK 29.8	USGS (02297345)	Facility Intake	2009	27	5.200	81	59.967
RK 31.7	Authority	Railroad Bridge	2008	27	5.374	81	58.840

4.4 REPORTING

Reports are submitted to the District in five-year cycles as described below.

Annual Data Reports

Reports for years one through four of each five-year cycle will be annual data reports containing all raw data collected during that year. In addition to the raw data, the annual data reports include a brief overview of the history of the HBMP, as well as limited comparisons between the annually collected HBMP data, and similar historically collected information. A description of any problems encountered or important observations made during the reporting year will also be included. Data reports shall be submitted by July 1st of the year following the end of the data collection year.

Comprehensive Summary Reports

The year five report will be a comprehensive, interpretive report that analyzes all continuing data collected to that point in time. This report will examine long-term trends for important variables and relationships between ecological characteristics and freshwater inflows. The report will analyze the status of the harbor with regard to freshwater inflows and determine if the biological health and productivity of the estuary are showing signs of stress related to natural periods of low freshwater inflows and potential associated influence from withdrawals by the Peace River Facility. The proportion of the freshwater flow budget of the estuary that is reduced by withdrawals will be determined and the relative effect of withdrawals on the ecology of the estuary will be analyzed.

The design of the HBMP will be reviewed and re-evaluated in each year five report. Modifications to the monitoring program can be recommended in the year five reports, or at an interim time if approved by the District. The year five reports will be the primary documents for evaluating the presence or absence of adverse ecological impacts, the significance of Peace River Facility withdrawals to such impacts, and environmental considerations for increased withdrawals from the river. The effectiveness of the withdrawal schedule for preventing adverse environmental impacts will be evaluated. Environmental factors related to expansion of the diversion and water storage facilities and the feasibility of increased water supplies will be evaluated.

To facilitate the communication of the results of the HBMP the Authority recommends a meeting and presentation to District staff every 5 years in conjunction with the Summary Reports. Changes in the HBMP would also be considered at those 5-year meetings.

Year five comprehensive reports shall be submitted by October 1st of the year following the end of the previous data collection year. Reports for year five will be submitted first as drafts, subject to District review and approval. The District shall review draft reports and provide written comments within 45 days following submittal by the Authority. Final reports shall be submitted by the Authority within 90 days of receipt of the District comments.

Depending on the timing of proposed facility expansions, the submittal of the year five report can be adjusted to provide a more timely assessment of environmental factors related to increased water supplies and diversions from the river. For example, the interpretive report could be submitted in year four or six if necessary. If such an adjustment appears beneficial, the District and the Authority will mutually agree to adjust the deadline for the interpretive monitoring report at least ten (10) months in advance of the adjusted deadline for the interpretive report.

5.0 MANAGEMENT RESPONSE PLAN

This chapter details the hierarchy of management actions proposed under the HBMP to be implemented in response to detected changes that could forewarn of potential future impacts of sufficient magnitude that they would constitute an “adverse change”. Waiting until an adverse environmental impact has occurred to initiate appropriate management actions or remedial measures reduces the opportunity to adequately protect resources that may be at risk. Therefore, the Authority has adopted a Management Response Plan (MRP) that is a proactive approach to protecting the resources of concern in the lower Peace River estuarine system.

5.1 RATIONALE FOR DEFINING SIGNIFICANT ENVIRONMENTAL CHANGE

Inherent in the District rules is the recognition that surface water withdrawals in riverine systems are linked to potential changes in salinity, associated changes in water quality constituents (through either changes in loadings and/or dilution) and ultimately the biological communities of the lower river/upper harbor estuarine system. Freshwater withdrawals have a direct and instantaneous physical effect on salinity, while the effects of freshwater withdrawals on other water quality constituents, and biological communities in particular, are typically indirect and more complex (see previously presented Figure 3.2). Such indirect impacts are mediated by physical and chemical processes, and if they manifest, it is typically on slower time scales (i.e. weeks, months, or seasons).

District staff is responsible for the interpretation of data collected from the HBMP and other sources to determine if the permitted Facility surface water withdrawals have caused, or have a high potential of causing harm to the lower Peace River/upper Charlotte Harbor estuarine systems. The term “adverse impact”, which is included in the Authority’s WUP, has a distinct legal meaning in the context of WUP permitting. There was concern that delaying action until this regulatory threshold had been crossed limited the ability to avoid perceived potential impacts. Therefore, based on consultation with District staff, the 2002 Peace River Comprehensive Summary Report proposed that the less restrictive term “significant environmental change” be used by the Authority as a lower threshold criterion for assessing the findings of the HBMP.

The following definition of “significant environmental change” has been revised slightly from that originally proposed to include not only differences from the pre-withdrawal condition (before 1980), but also to incorporate comparisons between more recent periods and conditions under differing permitted withdrawals.

Significant Environmental Change

A detected change, supported by statistical inference or a preponderance of evidence, in the normal or previous abundance, distribution, species composition, or species richness of biological communities of interest in the lower Peace River and upper Charlotte Harbor that is directly attributable to reductions in freshwater inflows caused by permitted surface water withdrawals.

Conditions meeting the working definition of “significant environmental change” stated above could be measured and described in many different ways. As one example, significant environmental changes in lower river/upper harbor habitats could include measurable spatial and temporal changes in the natural variability of the salinity structure of characteristic fixed and/or dynamic estuarine components of sufficient

magnitude to alter effected biological communities. The Authority's Management Response Plan (MRP) to potential observed significant environmental change is described below.

5.2 SALINITY AS THE PRIMARY INDICATOR

Given that freshwater withdrawals have a direct physical effect on salinity, while the effects of freshwater withdrawals on other water quality constituents, and biological communities in particular, are typically indirect and more complex, the plan recommends that salinity deviations be used as the primary indicator of significant environmental change that could lead to potential adverse environmental impact. In addition, salinity deviations will be used as the triggering mechanism for a range of management responses aimed at reversing or minimizing the change to prevent potential adverse environmental impact.

An example of a hypothetical salinity deviation is illustrated in Figure 5.1. A comparison of salinity distributions within the Lower Peace River will be done by estimating the area under two curves. The first of these curves is the target salinity distribution, illustrated by the solid black line in Figure 5.1. The second curve is the hypothetical salinity distribution, illustrated by the dashed red line in Figure 5.1. The difference in areas under the two curves can be used as a measure of change in the salinity distribution.

Salinity deviations from the target distribution (Figure 5.1) will be evaluated in terms of magnitude, spatial extent, and/or temporal duration to develop a decision tree that is linked to various management actions (Figure 5.2). Using this approach, the intensity and urgency of the management response would be appropriately linked to the degree of the observed salinity deviations.

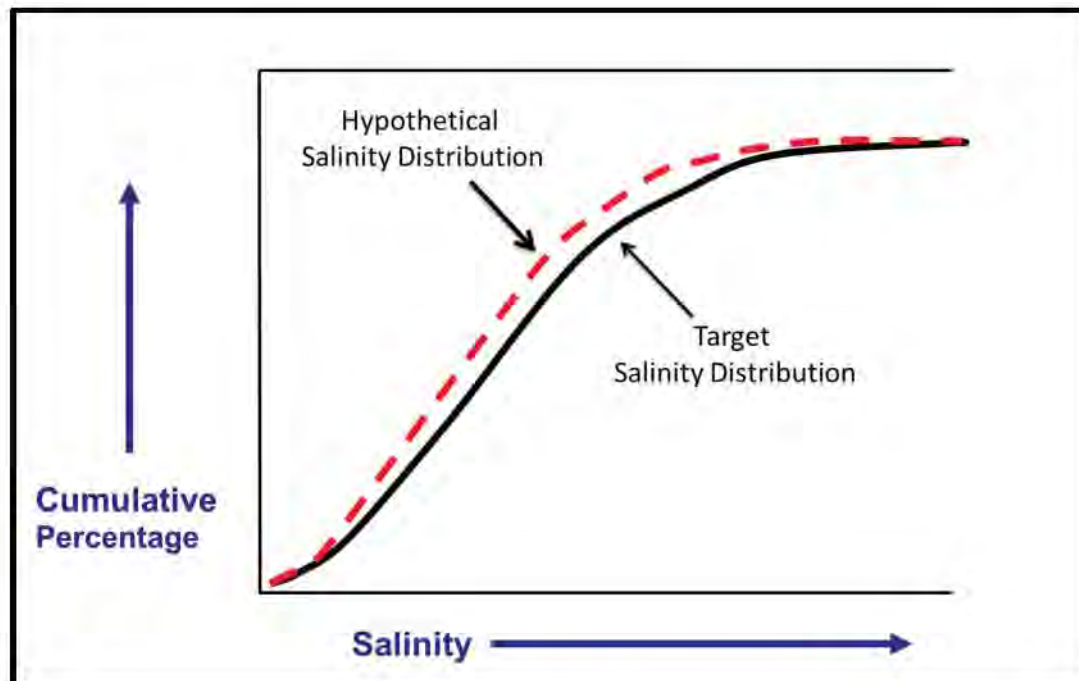


Figure 5.1 Conceptual illustration of a salinity target range (solid black line) relative to a hypothetical salinity distribution (dashed red line)

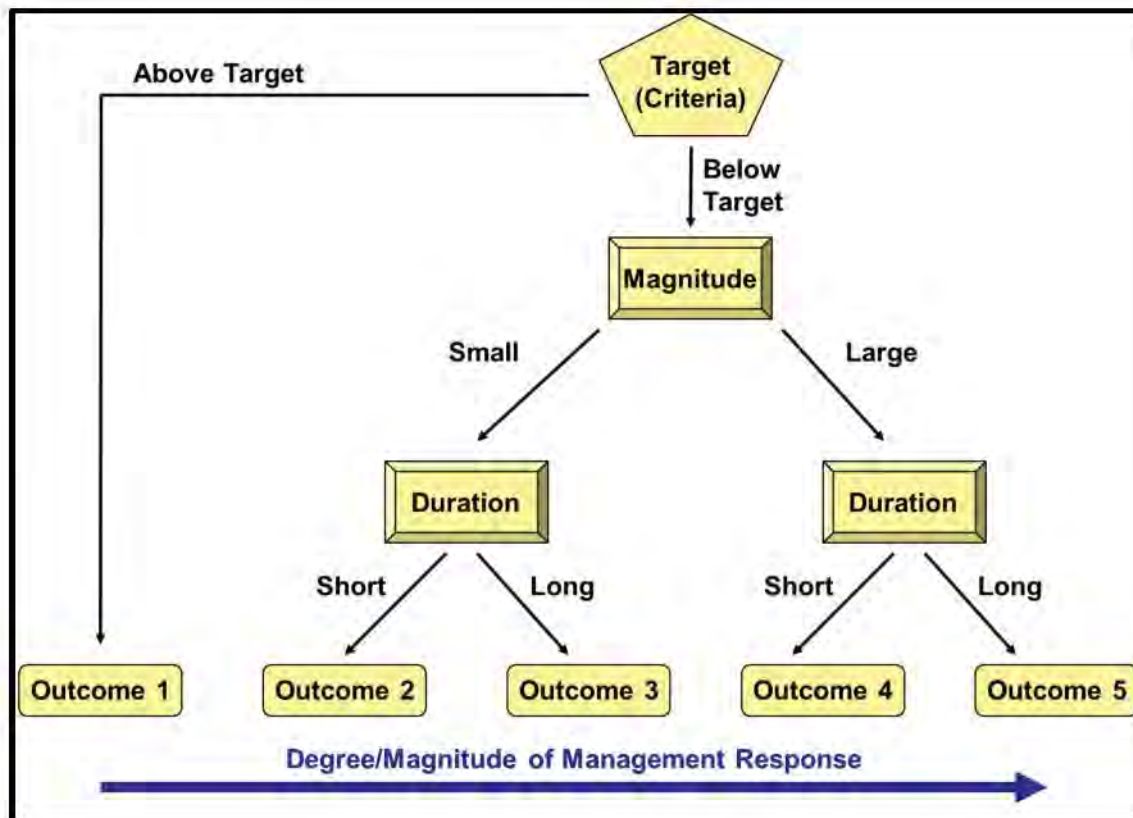


Figure 5.2 Conceptual design tree for evaluating change

Initial management actions will focus on determining if the observed deviation is in fact real and not attributable to some measurement error or an artifact of the sampling design. If the change is determined to be valid, the next series of management actions will focus on better understanding and describing the change, and determining potential cause and affect relationships. Finally, the most intense management actions may involve regulatory actions such as adjusting withdrawal schedules.

5.3 MANAGEMENT ACTIONS

A hierarchy of management actions, contained in the Authority's MRP is listed sequentially in order of increasing intensity and urgency below:

1. **Data QA/QC Audit** - This action would involve the performance of an intense QA/QC audit to determine if the detected change was the result of laboratory problems, data entry errors, violation of sampling protocols, etc.
2. **Data Comparison (Correlates)** - This action would involve a review of data correlates (e.g., specific conductance is a correlate to salinity) to determine if there is more than one line of evidence reflecting the detected change.
3. **District/Authority Meeting** - If Steps 1 and 2 indicate that the detected change is not due to quality control problems, and is reflected in multiple lines of evidence, the next step would be to convene a meeting between the Authority and the District. The purpose of the meeting

would be to review the findings of Steps 1 and 2, and to determine a possible modified course of action to refine the understanding of the magnitude and extent of the detected change. If deemed appropriate, the District could recommend additional data analyses, or a redirected and focused sampling effort to better elucidate the detected change.

4. **Redirected Sampling Effort** - This action would involve conducting more focused supplemental sampling in the affected river segments with the objective of gaining a better understanding of the detected change. The additional data collected from this effort could then be subjected to Steps 1 and 2 above if deemed appropriate. This action would determine if detection of the change is repeatable under a more focused sampling program. Although this step could be valuable, it may not be necessary for a redirected sampling effort to be conducted for all hydrobiological changes detected by the HBMP. For some hydrobiological changes, District staff could recommend proceeding directly to Step 5 without conducting any redirected or additional sampling.
5. **Determination of Significant Environmental Change** - Based on the findings of Steps 1 through 4, the next step would be to meet again with the District with the objective of evaluating whether the detected change is substantial enough to potentially constitute an adverse environmental change. This step would involve a detailed assessment of the data analyses conducted in Steps 1 through 4 to ascertain whether conditions consistent with the working definition of significant environmental change presented above have been met. A formal determination of significant environmental change would be made via a consensus of professional opinion by District staff, in consideration of technical and scientific factors only. Following this, determination of appropriate actions will be made, which may include, but are not limited to, monitoring program revision or changes to the withdrawal schedule.

5.4 DEGREE OF CERTAINTY

In the implementation of the sequence of management responses described above, the primary objective is the prevention of any adverse impacts. However, the intensity of the management response should not be the only criteria considered. The detection of any salinity change must always be framed within the degree of certainty that the detected change is real, and not solely due to chance. Therefore, the intensity of the management response should be tied not only to the magnitude or severity of the salinity change, but also to the degree of certainty that the detected change is real, and whether it is caused by Authority withdrawals. Table 5.1 below presents a conceptual matrix approach that integrates the magnitude of the detected change and the probability that the change is due to chance alone (e.g. alpha).

As presented in Table 5.1, the intensity of the selected management response is a function of both factors. If the detected change is relatively large, but the degree of certainty is low (e.g. high alpha) then a less intense management response would be appropriate. If, on the other hand, the detected change is considered to be moderate, but the degree of certainty is high (e.g. low alpha), then a more intense management response would be indicated. The application of this approach would obviously vary with the specific changes and statistical measures of certainty involved. The approach of the selected management response would also depend on whether the observed change was found to be attributable directly to Facility withdrawals or potentially to anthropogenic upstream activities.

Table 5.1 Conceptual decision matrix for determining an appropriate management response to detected salinity change			
Probability of Making a Type I Error	Magnitude of Detected Hydrobiological Change		
Alpha	Small	Moderate	Large
0.20	Data Comparison	District/Authority Meeting	Redirected Sampling
0.10	District/Authority Meeting	Redirected Sampling	Determination of Significant Change
0.05	Redirected Sampling	Determination of Significant Change	District/Authority Meeting

6.0 HBMP SPECIAL STUDIES

In addition to the regularly implemented HBMP study elements detailed in Chapter 4, special studies will occasionally be implemented to provide answers to specific questions that improve the understanding of the Lower Peace River and Upper Charlotte Harbor. Such studies are meant to be duration-limited studies designed to answer specific research questions and are not intended to be routine elements of the HBMP. Two such special studies are currently being conducted under the HBMP.

6.1 IN SITU CHLOROPHYLL TRANSECT MONITORING

Both the “fixed” and “moving” HBMP study elements (Section 4.2) have previously indicated the existence of seasonally-variable chlorophyll a maxima along the lower Peace River/upper Charlotte Harbor monitoring transect. Following consultation with District staff, the Authority volunteered to implement a special study element beginning in April 2013. This HBMP special study employs an in situ fluorometric chlorophyll a methodology to provide the type of enhanced spatial intense information needed to accurately define the monthly magnitude and spatial extent of variations in chlorophyll a patterns within the lower Peace River/upper Charlotte Harbor Estuary. Accurate spatial determinations of the relative intensity and location of monthly chlorophyll a maxima patterns are expected to provide additional information regarding the known seasonal interactions between changes in freshwater flow (relative to additions of both nutrients and color) in relation to the seasonal movement of important estuarine zones of primary (and secondary) production. An analysis of the utility of this HBMP special study, and recommendations for its future continuance, are expected to be made following several years of data gathering.

6.2 RIPARIAN VEGETATION

At selected intervals between 1976 and 2004, three different HBMP study elements were conducted to assess variations in emergent and riparian vegetation along the lower Peace River. The overall objective of these monitoring programs was to determine the magnitude of annual and longer term changes caused by natural river flow differences between extended wet and dry periods. Then using this information, the object was to assess the potential magnitude of changes in vegetation patterns along the lower river that might be expected to occur due to current and projected Facility withdrawals.

The vegetative monitoring elements of the HBMP provided information for determining relationships between vegetation patterns and freshwater flows by observing the positions of the freshwater and salt-tolerant plant communities, especially in the salinity transitional zone of the river. A permanent shift of more salt-tolerant plants upriver could be an indication that withdrawals were impacting the river corridor wetlands, as long as natural variability (drought) or other man-made causes could be eliminated.

Complete and thorough analyses of the long-term results of the vegetation studies were presented in both the 2002 HBMP Comprehensive Summary Report and the 2004 HBMP Mid Term Report. These analyses indicated that vegetation patterns along the lower tidal Peace River had remained relatively stable over long periods of time, and showed little in the way of consistent responses to natural periods of either high or low freshwater river flow. As a result, it was determined to suspend the vegetation monitoring elements after 2004, with the exception of aerial photography, which have been collected every 5 years following 2004.

Aerial photographs have been collected every 5 years over approximately the past 15 years. Given their improved accessibility, consistency of coverage and quality, the industry is moving towards satellite photographic products as compared with conventional aerial photography. Better imagery means that photographic interpretive methods have also improved. The Authority transitioned from conventional aerial photography to this format beginning in 2016. The Authority will continue obtaining the satellite photos on an annual basis. Interpretation of these photos will be completed every 5 years and maps will be produced to depict the spatial extent of the riparian vegetation in the lower Peace River.

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
December 7, 2022

REGULAR AGENDA
ITEM 5

**Water Supply Project Costs, Funding Considerations, Projected Rate Impacts,
and Path Forward**

Presenter -

Mike Coates, Executive Director
Terri Holcomb, Director of Engineering
Ann Lee, Senior Manager, Budgeting & Finance

Recommended Action -

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

Customer-projections for the 2023-2042 planning period show a need for up to 24 MGD in new regional supply capacity by 2042. Most of the new supply need is proposed to be met through an expansion of the surface water supply system at the Peace River Facility that will yield 18 MGD on an average daily basis. This surface water expansion project, as approved by the Board on August 3, 2022, will include construction of a new 9 BG off-stream reservoir, new pumping facilities on the Peace River, a 24 MGD capacity expansion at the Peace River Water Treatment Facility and associated connecting pipelines.

Recently updated cost estimates for the surface water expansion system project bring total costs to about \$650M. At the same time, high demand for SWFWMD co-funding dollars has reduced the available match from the District for this project to about \$112M. Staff will discuss project and funding options that help minimize the increase in local funding share and meet Customer projected needs.

Budget Action: No action needed.

Attachments:

Presentation Materials



1

Future Water Supply Procedure

Exhibit C – New Water Supply Demands

“... by submitting its projections for Authority Supplied Water each Customer agrees to purchase , and the Authority agrees to supply, that quantity of Authority Supplied Water identified in the first seven (7) Contract Years of the 20-Year Demand (Source - 10/05/2005 MWSC Section 11.2).

- New Water Supply Demands are identified in MWSC Exhibit C
- Exhibit C intended to be amended annually – or otherwise as necessary to meet Customer needs
- Contract provides a 7-year window to develop requested new supply capacity

7-Year Supply Development Window

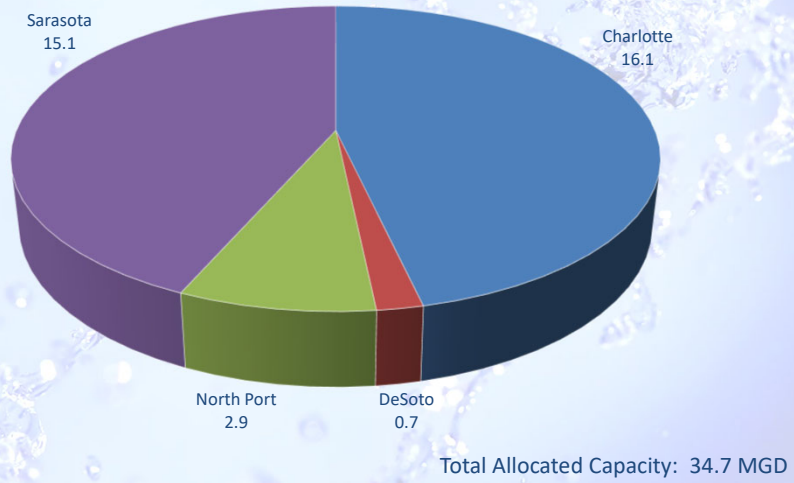
2023 - 2042 Planning Period																				
2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042

New Supply Capacity Available

2

Background on Regional Demand & Capacity Allocations

PRF Water Allocations



3

Draft Revisions of Exhibit "C"

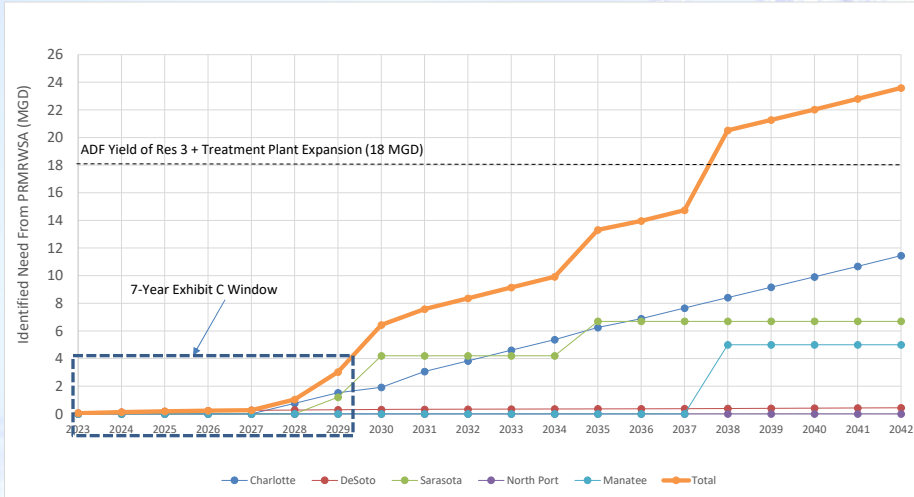
Year	Charlotte	DeSoto	Manatee	Sarasota	N. Port	Total
2022	0.00	0.00	0.00	0.00	0.00	0.00
2023	0.00	0.05	0.00	0.00	0.00	0.05
2024	0.00	0.12	0.00	0.00	0.00	0.12
2025	0.00	0.18	0.00	0.00	0.00	0.18
2026	0.00	0.23	0.00	0.00	0.00	0.23
2027	0.00	0.26	0.00	0.00	0.00	0.26
2028	0.76	0.28	0.00	0.00	0.00	1.04
2029	1.53	0.30	0.00	1.20	0.00	3.03

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Customer Requests for New Regional Supply

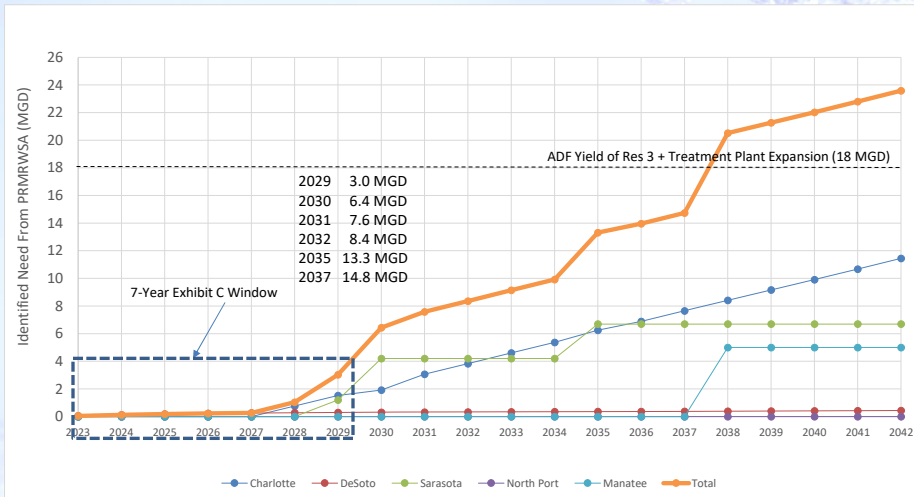
2023 – 2042 Customer New Demand on Regional Facilities



5

Customer Requests for New Regional Supply

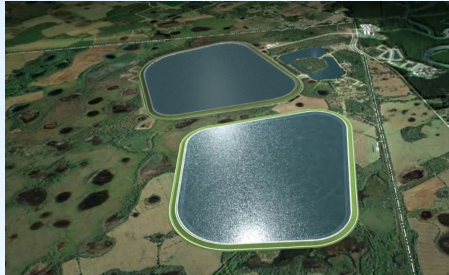
2023 – 2042 Customer New Demand on Regional Facilities



6

Projects and Quantities Available to Meet New Supply Needs

PR3 Project



- New 9 BG Reservoir
- New River Pump Station & Pipeline

PRF Treatment Expansion



- Adds up to 24 MGD Treatment Capacity
- Conventional & Membrane Options Available

Up to 18 MGD Avg Day Yield

7

Estimated Project Costs

Project	Prior Cost Estimate	Current Cost Estimate
Surface Water System Expansion Project	\$ 447M	\$650M
Anticipated SWFWMD Funding	\$211M	\$112M
Other Outside Funding	\$6M	\$7M
Local Funding Share	\$230M	\$531M

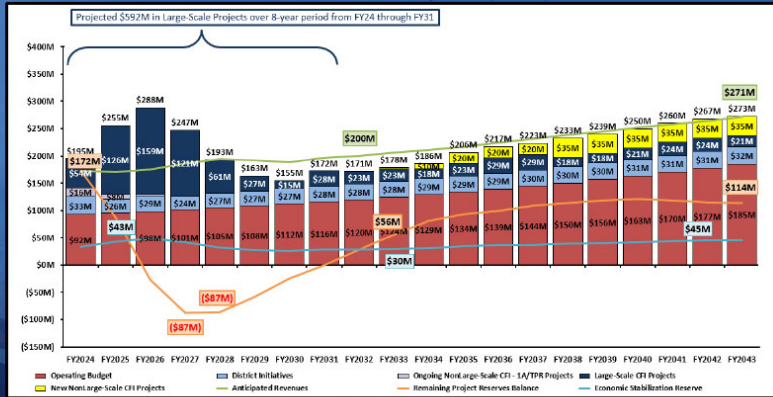
8

SWFWMD Funding Evaluation

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

Long-Term Funding Plan

Scenario 2: 50% of Original Cost on Cooperator-Requested Timeline,
\$0 new CFI for 9 years (FY33)



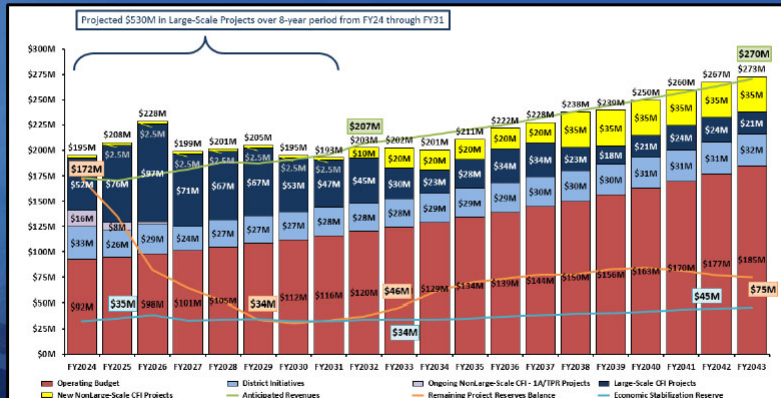
9

SWFWMD Funding Projection

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

Long-Term Funding Plan

Scenario 4: 50% of Original Cost Over Even Longer Term'
\$2.5M for new CFI from FY24 thru FY31



10

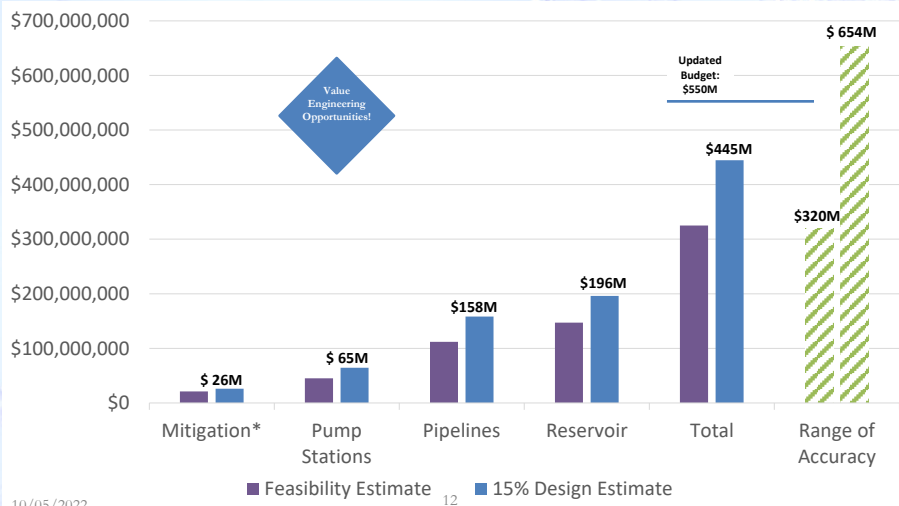
Cost Mitigation Options

- Surface Water Expansion Project Value Engineering to Reduce and/or Defer Costs
- Additional State & Federal Funding
- Alternative Project

11

Conceptual Design – Res 3 Construction Cost Estimate

(15% Design: -30 to +50%)



12



Value Engineering Options

Major components included in 15% Design Milestone:

- Conveyance:
 - 2.9 miles of 84-inch pipeline
 - 2.3 miles of 54-inch pipeline
 - 0.6 miles of 36-inch pipeline
- 5 Miles of 42-foot high reservoir embankment
- 138 MGD River Pump Station with five 700 HP pumps
- 57 MGD Reservoir Pump Station with five 200 HP pumps
- Other ancillary and appurtenant project features for connection between new infrastructure and existing PRF

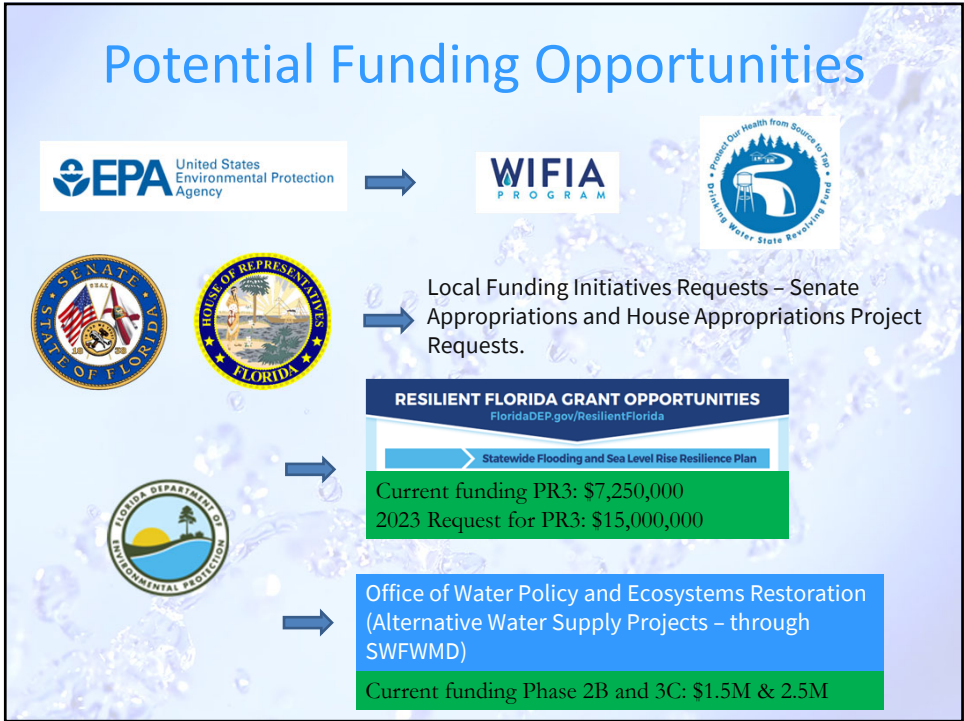
13

OPTION	POTENTIAL COST REDUCTION	EFFECT
Defer River Intake	\$40.9 M	Reduced Yield to 14.5 MGD and Res 3 Fill time
Reduce Intake pipe from 84-inch to 66-inch	\$10.3 M	Less Operational Flexibility
Replace Asphalt Roads with grass, soil cement and shellrock options	\$11.0 M	Increased annual maintenance cost
Reduce length of security fencing	\$7.0 M	No Effect
Remove 54-inch gravity discharge from Res. 3 to Pump Station	\$6.7 M	Less Operational Flexibility
Remove 54-inch gravity discharge from Res. 3 to North Lobe Res 1	\$3.6 M	Less Operational Flexibility
Cost Savings on WTP Expansion		Complete DCP for opti

Value Engineering Options

14

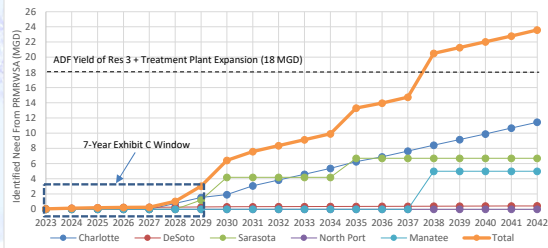
Potential Funding Opportunities



15

Alternative Project – Brackish Groundwater

- 5-Year Development
- \$110M
- 5 MGD ADF
- 7.2 MGD Max. Day
- Short Term Relief



16

Next Steps

- Continue Preliminary Design & Value Engineering on Surface Water System Expansion Project
- Pursue Additional State and Federal Funding Opportunities
- Work with Customer Finance Departments
- Initiate Preliminary Design for Brackish Groundwater Project

17



18

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
December 7, 2022

GENERAL COUNSEL'S REPORT

Presenter -

Douglas Manson, General Counsel

Recommended Action -

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

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
December 7, 2022

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 7, 2022***

**ROUTINE STATUS REPORTS
ITEM 1**

Hydrologic Conditions Report

MEMORANDUM

Project: Hydrologic Conditions Report
Date: November 21, 2022
TO: Mike Coates, Executive Director
Developed By: Daniel Roberts, Environmental Specialist III

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 13-month period.

Rainfall Conditions & Projections

Table 1 summarizes rainfall conditions for the 13-month period from October 1, 2021, through October 31, 2022. Rainfall in the Peace River Basin for the past 12-months totaled 58.39 inches, 6.09 inches above the long-term historical average of 52.30 inches. Rainfall for the month of October 2022 totaled 0.24 inches, a value 2.86 inches below the historical monthly average of 3.10 inches for October. Notably, abnormally high rainfall was received in September (18.68 inches) when the Basin received over 2.5 times the historical monthly average and around 36% of historical average annual rainfall (52.30 inches). The majority of September rainfall was received on September 27 and 28 in association with Hurricane Ian. The Authority’s PRF received 15.73” within that 48-hour period which represents about 30% of historical average annual rainfall.

Table 1 (Peace River Basin Rainfall - Inches)

Month	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	12 Mo Total
Historical Avg Rainfall ¹	3.10	1.70	1.90	2.20	2.50	2.90	2.50	4.00	8.40	8.10	7.70	7.30	3.10	52.30
Actual Rainfall ²	1.57	3.40	0.78	1.20	0.66	2.91	3.53	6.60	5.80	5.32	9.27	18.68	0.24	58.39
Diff. Historical vs Actual	-1.53	1.70	-1.12	-1.00	-1.84	0.01	1.03	2.60	-2.60	-2.78	1.57	11.38	-2.86	6.09

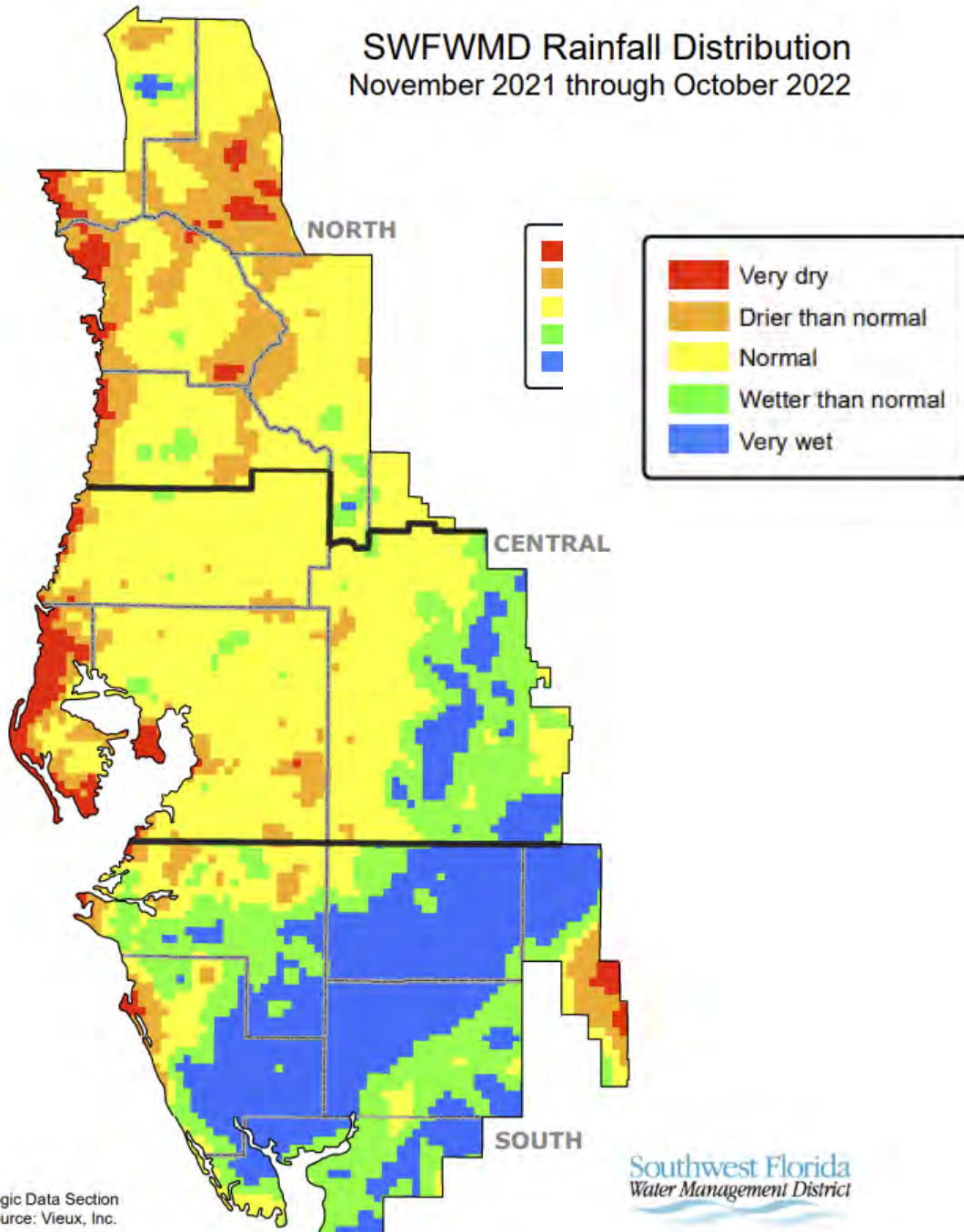
¹ Historical rainfall data are the long-term average of the Winter Haven, Bowling Green, and Joshua at Nocatee Rainfall Stations.

² Actual rainfall data are average values for the Winter Haven, Bowling Green, and Joshua at Nocatee Rainfall Stations.

Figure 1 provides region-wide rainfall conditions as reported by SWFWMD for the 12-month period ending October 2022. Data shown for the Authority’s 4-county service area indicate near normal to very wet conditions for most of Charlotte, DeSoto, and Sarasota Counties, and normal to wet conditions in Manatee County. The overall inland Peace River Basin indicates mostly wet to very wet conditions from Polk to Desoto Counties over the last 12 months.

NOAA projections for the next three months (December 2022-February 2023) are for above-normal temperatures and below normal rainfall for Southwest Florida. The NOAA/ENSO extended forecast states La Nina conditions are favored to continue through February 2023 before transitioning to neutral conditions in February-April 2023.

Figure 1 (SWFWMD Rainfall Conditions Map)



River Flow Conditions

Figure 2 provides the locations of the three U.S. Geological Survey gauges that are used to regulate Authority withdrawals from the Peace River: 1) Peace River at Arcadia, 2) Horse Creek at Arcadia, and 3) Joshua Creek at Nocatee. Flow conditions at these gauges are discussed below:

The combined flow at the three gauges listed above (**Figure 3**) climbed above the historical average in early September 2022 and peaked at historical record high levels after Hurricane Ian in early October (61,430 cfs). This new record high flow is approximately 1.77 times higher than the previous record high which occurred in September 1933 (34,700 cfs measured at only the Peace River gauge as the other two USGS stations didn't begin recording until 1950). Prior to September, flows were below normal for much of 2022. **Figure 3** provides a hydrograph of combined flows using the standard scale used to plot this data historically. **Figure 4** provides this data using an adjusted vertical scale to allow for illustration of the extreme high flows due to Hurricane Ian.

Figure 2 (Peace River Basin Showing Selected Gauge Locations with ★)

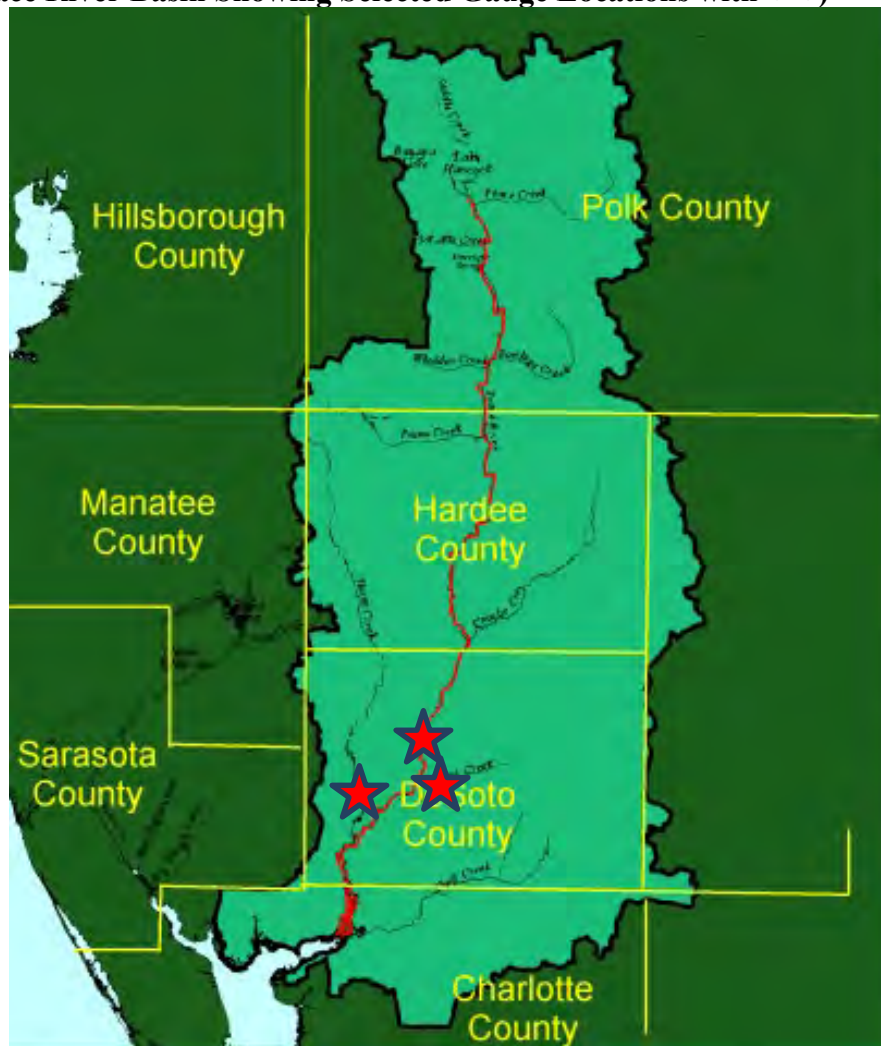


Figure 3 – HYDROGRAPH OF COMBINED FLOWS OF THREE STATIONS (STANDARD SCALE)

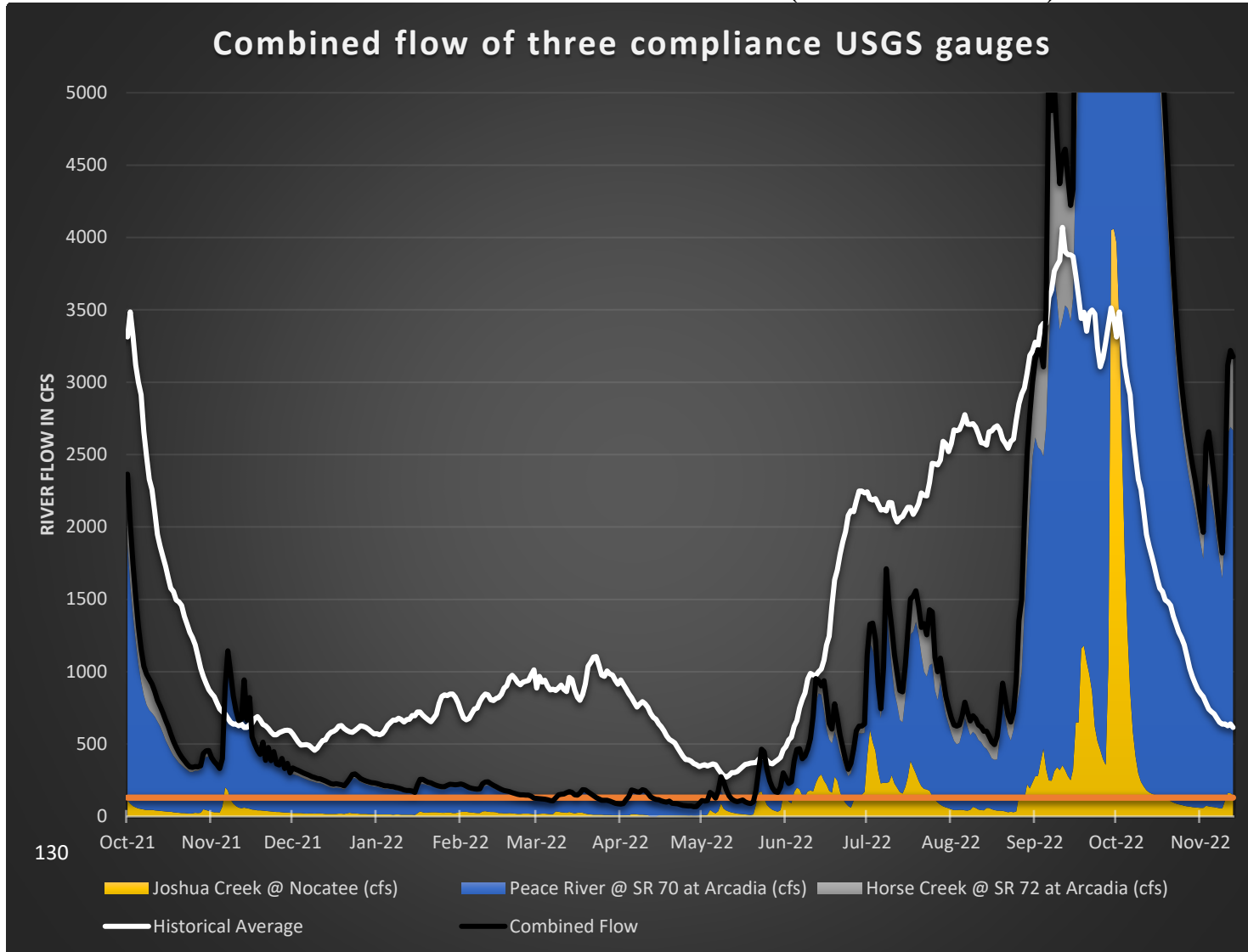
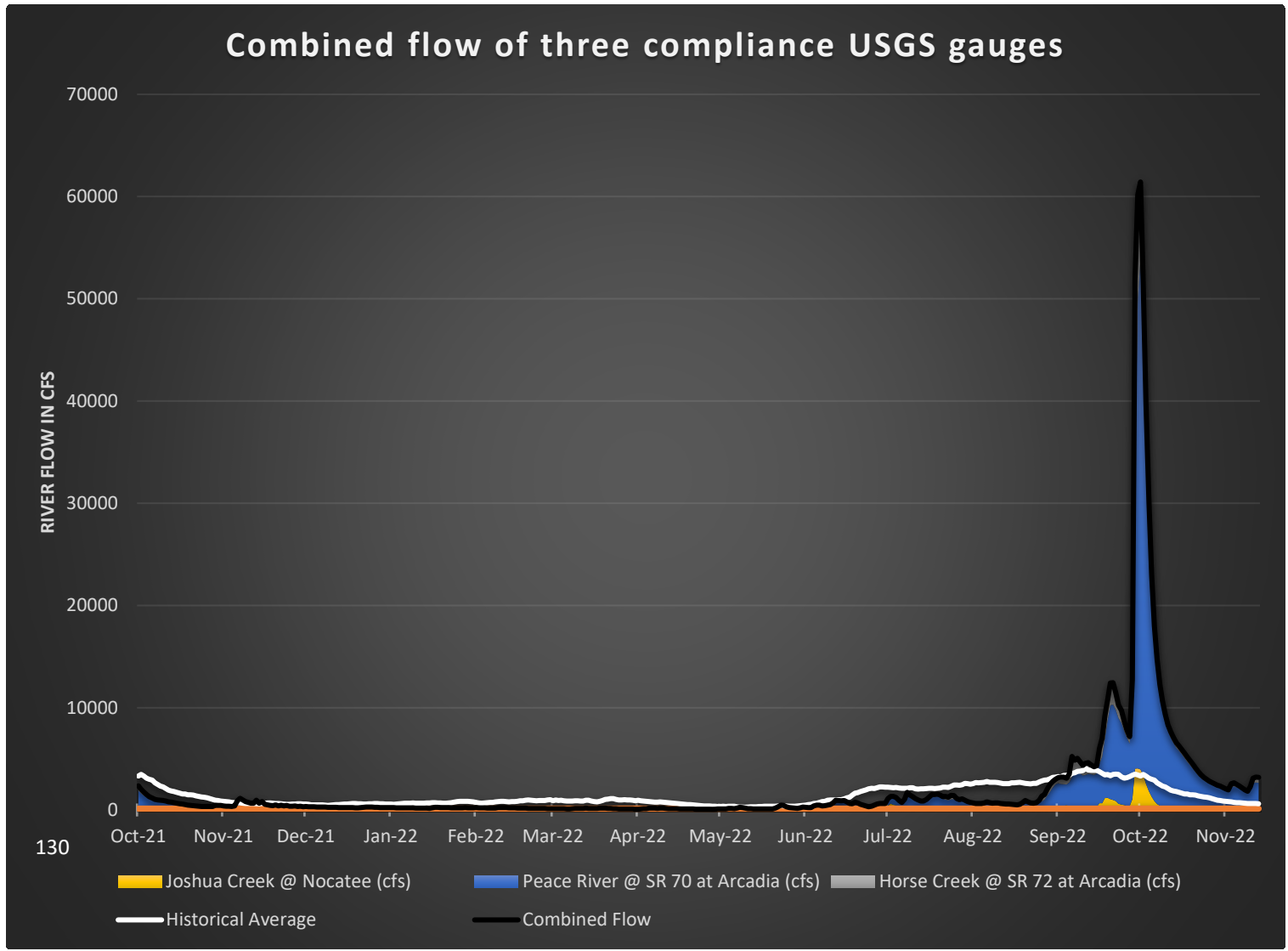


FIGURE 4 - HYDROGRAPH OF COMBINED FLOWS OF THREE STATIONS (EXTENDED VERTICAL SCALE)



River Withdrawals, Finished Water Production & Demand (October 2021 – October 2022)

Figure 5 provides average daily river withdrawals for each of the last 13 months at the Peace River Facility in million gallons per day (MGD). River withdrawals dropped in late September partially in response to Hurricane Ian and continued at modest levels in October with river flows remaining well above historical averages. Average withdrawals for October 2022 (21.5 MGD) were 16.1 MGD lower than those that occurred in October 2021 (37.6 MGD).

Figure 5

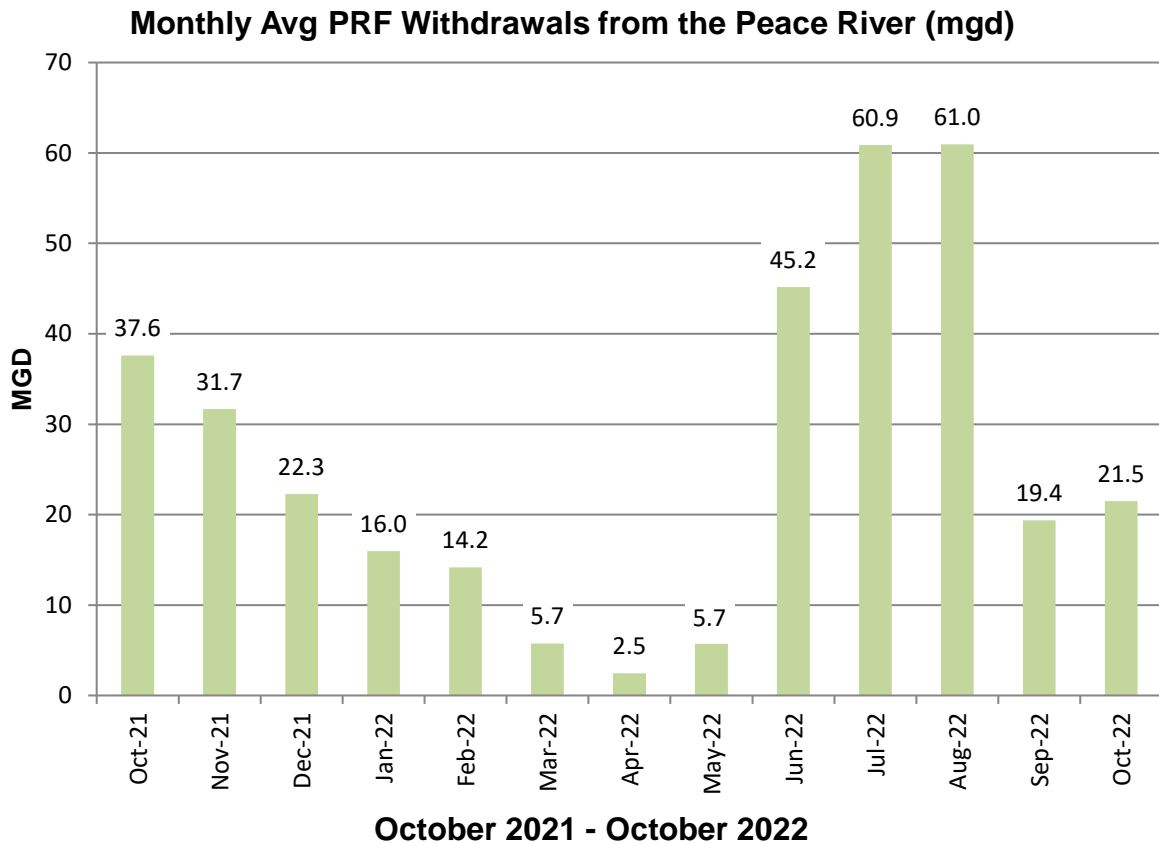
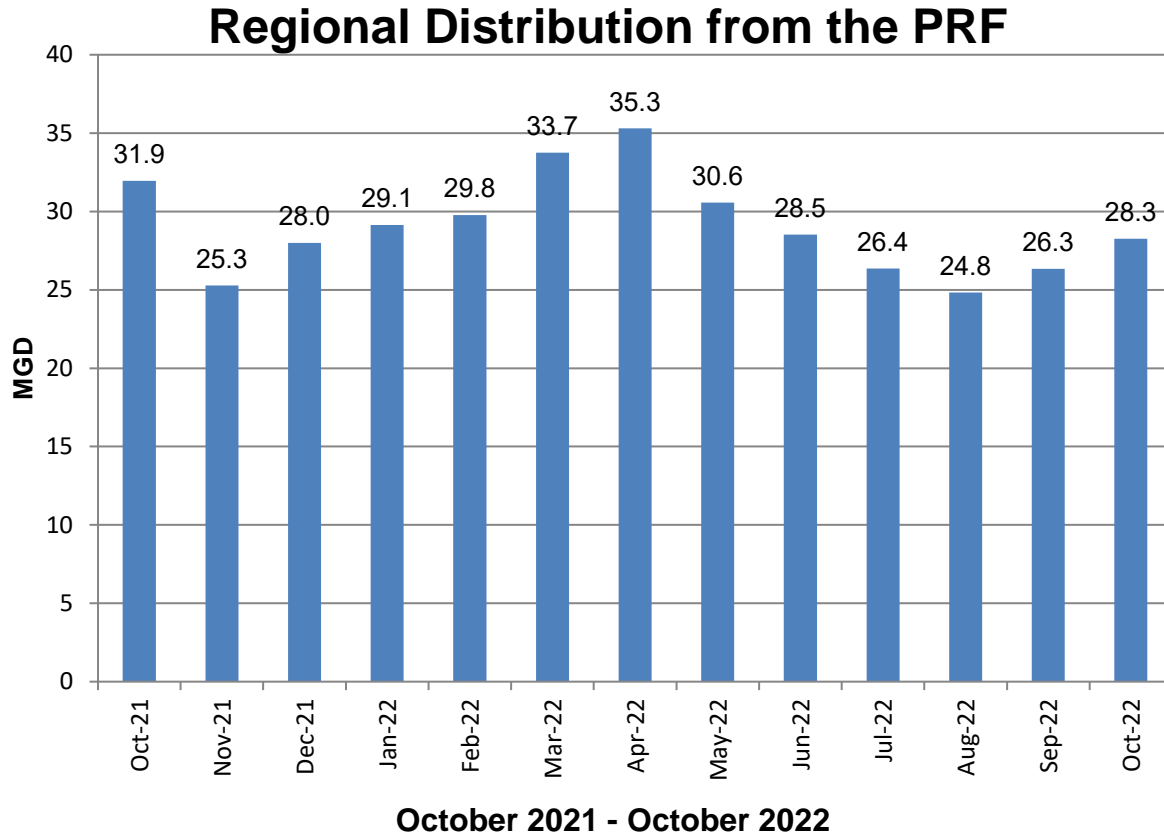


Figure 6 shows average daily finished water distributed to the regional network for each of the last 13-months in MGD. Finished water distribution averaged 28.3 MGD in October, approximately 3.6 MGD less than in October 2021.

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



Stored Supplies at the PRF

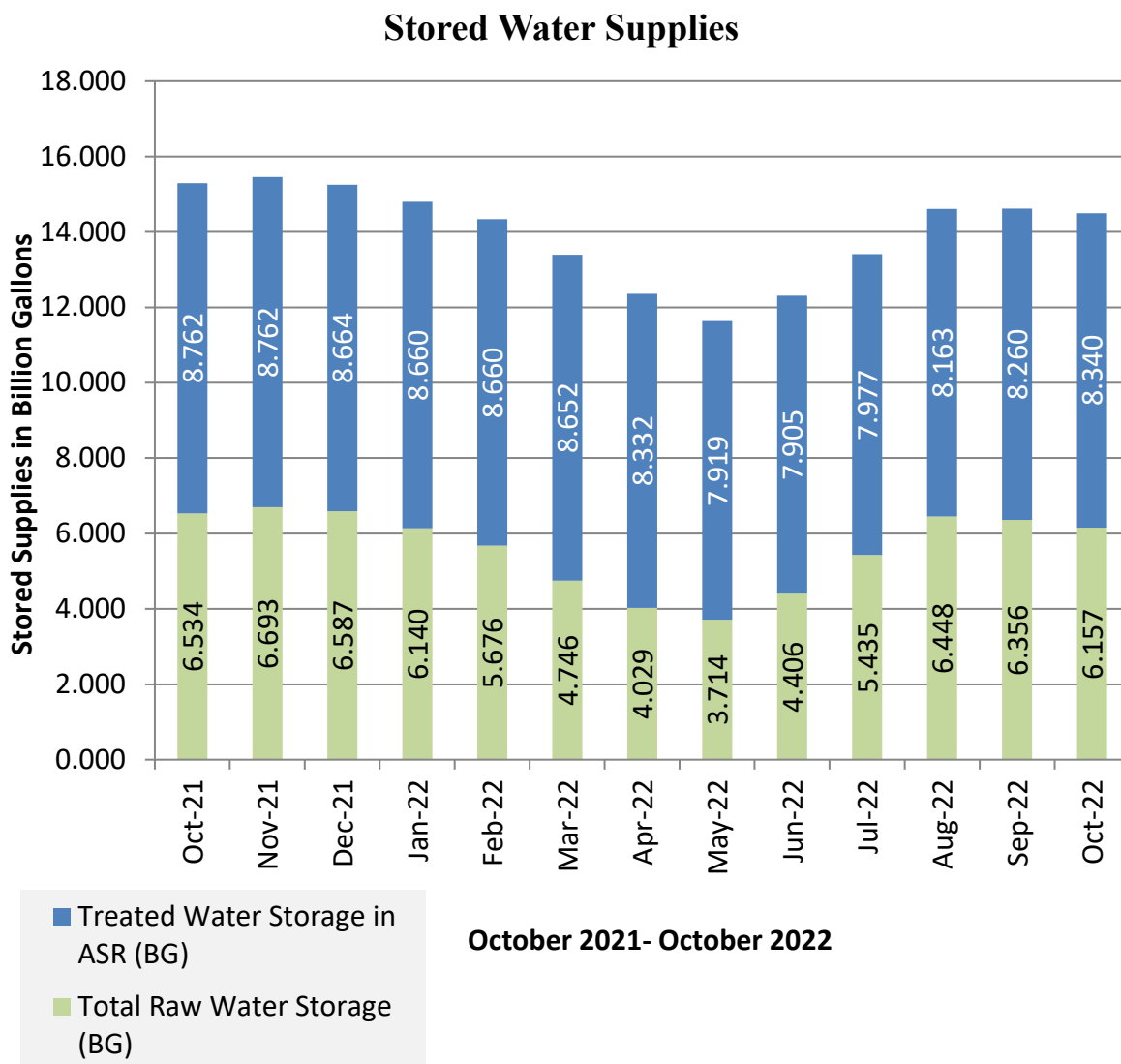
The Authority maintains two large capacity off-stream storage systems at the PRF. The primary storage is raw river water stored in Reservoir No. 1 and No. 2. When the flow in the River is high enough, a small percentage of that flow is harvested at the Authority’s river intake pumping facility on the Peace River consistent with the permit-authorized diversion schedule and is stored in Reservoirs 1 and 2. Storage volumes in the reservoirs generally decline in the dry season due to lower flows and increase during the wet season as rainfall, flows and river diversions increase. During the hurricane season the permitted total combined raw water storage capacity in Reservoirs 1 and 2 is 6.5 billion gallons (BG). Outside of hurricane season, additional water can be safely stored up to 6.8 BG. **Total raw water stored in the reservoir system as of October 31, 2022, was 6.157 BG, which was 0.377 BG less than October 2021 (6.534 BG).**

The secondary storage option at the PRF is treated water stored in the Aquifer Storage and Recovery (ASR) system. The ASR system has a design storage capacity of 6.3 BG. However, practical storage capacity is substantially higher as evidenced by the 8.340 BG stored in the ASR system as of October 31, 2022. 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 (due to lower public water supply demand) and hydrologic conditions allow. 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.

This year, recovery from the ASR system was active from early April to early June totaling 755 MG. ASR recharge began in July and was continuing as of November 14, 2022, with a total of 545 MG recharged as of November 13, 2022. **Total ASR system storage as of November 13, 2022, was 8.44 BG (2.14 BG greater than design storage capacity), and 320 MG less than October 2021 (8.76 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 31, 2022, was approximately 14.60 BG, approximately 0.700 BG lower than total storage in October 2021 (15.30 BG).**

Figure 7



***PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
December 7, 2022***

**ROUTINE STATUS REPORTS
ITEM 2**

Check Registers for September & October 2022

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
CHECK REGISTER: SEPTEMBER & OCTOBER 2022**

PUBLIC FUNDS INTEREST CHECKING (PNC)

Date	Document Number	Payee Name / Description	Amount
09/08/2022		QuickBooks Payroll Service	\$ 100,295.33
09/09/2022	ACH5235	ALFA LAVAL INC	\$ 11,425.60
09/09/2022	ACH5236	ALLIED UNIVERSAL CORP	\$ 31,361.29
09/09/2022	ACH5237	ANIXTER INC.	\$ 3,938.64
09/09/2022	ACH5238	Apple Video & Photography Studio	\$ 4,864.00
09/09/2022	ACH5239	BENCHMARK ENVIROANALYTICAL INC	\$ 946.00
09/09/2022	ACH5240	Bird Barrier America Inc	\$ 290.91
09/09/2022	ACH5241	BLACK & VEATCH	\$ 35,523.95
09/09/2022	ACH5242	BLUSITE SOLUTIONS OF SOUTHWEST FLORIDA	\$ 433.48
09/09/2022	ACH5243	Brenntag Mid-South Inc	\$ 67,853.99
09/09/2022	ACH5244	Briggs Equipment Inc.	\$ 1,214.00
09/09/2022	ACH5245	C & S CHEMICALS INC	\$ 110,822.74
09/09/2022	ACH5246	Calgon Carbon Corporation	\$ 59,407.20
09/09/2022	ACH5247	CENTURYLINK	\$ 374.45
09/09/2022	ACH5248	CHARLOTTE COUNTY BD OF COMMISSIONER	\$ 106,058.13
09/09/2022	ACH5249	Cimtec Automation, LLC	\$ 3,900.00
09/09/2022	ACH5250	Core & Main LP	\$ 11,430.04
09/09/2022	ACH5251	DESOTO COUNTY (V)	\$ 66,333.37
09/09/2022	ACH5252	DMS-FINANCIAL MGMT SERVICES	\$ 447.83
09/09/2022	ACH5253	FEDERAL EXPRESS	\$ 43.19
09/09/2022	ACH5254	Fisher Scientific	\$ 344.91
09/09/2022	ACH5255	Frontier-941	\$ 250.53
09/09/2022	ACH5256	Hach Company	\$ 3,667.95
09/09/2022	ACH5257	HALFACRE CONSTRUCTION COMPANY	\$ 88,281.60
09/09/2022	ACH5258	HDR ENGINEERING INC	\$ 18,622.70
09/09/2022	ACH5259	J H HAM ENGINEERING INC	\$ 25,006.86
09/09/2022	ACH5260	KEETON'S OFFICE & ART SUPPLY	\$ 509.00
09/09/2022	ACH5261	KIMLEY-HORN AND ASSOCIATES INC	\$ 4,308.62
09/09/2022	ACH5262	Markay Consulting Group LLC	\$ 2,400.00
09/09/2022	ACH5263	Matt's Lawn Service	\$ 675.00
09/09/2022	ACH5264	MIS Moss Integration Solutions Inc	\$ 860.68
09/09/2022	ACH5265	MOCK ENGINEERING TECHNOLOGIES	\$ 6,965.00
09/09/2022	ACH5266	MSC INDUSTRIAL SUPPLY CO	\$ 75.12
09/09/2022	ACH5267	NATIONAL BUSINESS FURNITURE, LLC	\$ 538.10
09/09/2022	ACH5268	Natural Resources LLC	\$ 10,593.48
09/09/2022	ACH5269	PHENOVA INC	\$ 609.20
09/09/2022	ACH5270	Poole & Kent Company of Florida	\$ 236,891.61
09/09/2022	ACH5271	PRO-CHEM INC	\$ 836.14
09/09/2022	ACH5272	PROGRESSIVE WATER RESOURCES LLC	\$ 8,800.00
09/09/2022	ACH5273	SUNSHINE ACE HARDWARE	\$ 69.97
09/09/2022	ACH5274	Tanner Industries, Inc	\$ 6,324.06
09/09/2022	ACH5275	TRANSCAT INC	\$ 861.02
09/09/2022	ACH5276	USA Bluebook	\$ 2,122.13
09/09/2022	ACH5277	Vanguard Cleaning Systems of SW Florida	\$ 2,400.00
09/09/2022	39625	AMAZON	\$ 3,224.27
09/09/2022	39626	BOB DEAN SUPPLY INC	\$ 876.73
09/09/2022	39627	FLORIDA DEPARTMENT OF STATE	\$ 8.40
09/09/2022	39628	FLORIDA POWER & LIGHT COMPANY	\$ 178,439.20
09/09/2022	39629	HOME DEPOT	\$ 69.95
09/09/2022	39630	Manatee County Utilities Department	\$ 337.68
09/09/2022	39631	SAM'S CLUB	\$ 254.22
09/09/2022	39632	SHERIFF OF MANATEE COUNTY	\$ 5.00
09/09/2022	39633	TEST GAUGE INC	\$ 129.99
09/09/2022	39634	TRACTOR SUPPLY COMPANY CREDIT PLAN	\$ 457.96
09/09/2022	39635	U.S. BANK EQUIPMENT FINANCE	\$ 1,052.67
09/09/2022	39636	Waste Pro Bradenton/Sarasota	\$ 195.00
09/09/2022	ADBT090922	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 444.75
09/09/2022	DBT090922	United States Treasury	\$ 31,739.66
09/09/2022	DBT09092022	Valic	\$ 8,533.39
09/22/2022		QuickBooks Payroll Service	\$ 103,113.55

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
CHECK REGISTER: SEPTEMBER & OCTOBER 2022**

PUBLIC FUNDS INTEREST CHECKING (PNC)

Date	Document Number	Payee Name / Description	Amount
09/23/2022	ACH5278	AA ELECTRIC SE INC	\$ 241.59
09/23/2022	ACH5279	Advanced Overhead Systems	\$ 1,775.00
09/23/2022	ACH5280	AIRGAS USA LLC	\$ 240.29
09/23/2022	ACH5281	ALLIED UNIVERSAL CORP	\$ 22,440.81
09/23/2022	ACH5282	ASRUS LLC	\$ 4,250.00
09/23/2022	ACH5283	BENCHMARK ENVIROANALYTICAL INC	\$ 4,359.00
09/23/2022	ACH5284	BLACK & VEATCH	\$ 8,418.99
09/23/2022	ACH5285	Brenntag Mid-South Inc	\$ 48,173.98
09/23/2022	ACH5286	C & S CHEMICALS INC	\$ 84,128.94
09/23/2022	ACH5287	Calgon Carbon Corporation	\$ 118,666.40
09/23/2022	ACH5288	CAROLLO ENGINEERS INC	\$ 22,901.11
09/23/2022	ACH5289	CEC Controls Company Inc.	\$ 6,982.50
09/23/2022	ACH5290	CED - Port Charlotte	\$ 5,665.10
09/23/2022	ACH5291	CenturyLink-6358	\$ 1,644.89
09/23/2022	ACH5292	Centurylink 3363	\$ 144.05
09/23/2022	ACH5293	CHARLOTTE COUNTY BCC - LANDFILL	\$ 4,541.17
09/23/2022	ACH5294	Cimtec Automation, LLC	\$ 2,563.09
09/23/2022	ACH5295	CINTAS	\$ 599.27
09/23/2022	ACH5296	Concrete Modular Systems Inc	\$ 32,809.70
09/23/2022	ACH5297	Cool Today	\$ 462.50
09/23/2022	ACH5298	Core & Main LP	\$ 285.80
09/23/2022	ACH5299	CORONADO LAWN SERVICE OF FL	\$ 9,412.00
09/23/2022	ACH5300	Destination Powersports	\$ 14,046.00
09/23/2022	ACH5301	EARTH BALANCE	\$ 45,029.75
09/23/2022	ACH5302	Entech Computer Services LLC	\$ 8,193.50
09/23/2022	ACH5303	EUROFINS EATON ANALYTICAL, LLC	\$ 880.00
09/23/2022	ACH5304	Fisher Scientific	\$ 1,071.38
09/23/2022	ACH5305	FRONTIER COMMUNICATIONS-305	\$ 240.98
09/23/2022	ACH5306	GARNEY CONSTRUCTION	\$ 8,219.00
09/23/2022	ACH5307	GRAINGER	\$ 511.33
09/23/2022	ACH5308	GRAY MATTER SYSTEMS INC	\$ 3,700.00
09/23/2022	ACH5309	Hach Company	\$ 528.71
09/23/2022	ACH5310	Heat Busters Air Conditioning & Heating	\$ 289.00
09/23/2022	ACH5311	HVMI LLC	\$ 29,778.10
09/23/2022	ACH5312	JANICKI ENVIRONMENTAL INC	\$ 67,306.00
09/23/2022	ACH5313	JOHNSON ENGINEERING INC	\$ 8,310.00
09/23/2022	ACH5314	KEETON'S OFFICE & ART SUPPLY	\$ 2,203.33
09/23/2022	ACH5315	Locher Environmental LLC	\$ 7,886.67
09/23/2022	ACH5316	MADER ELECTRIC INC	\$ 1,950.00
09/23/2022	ACH5317	MOCK ENGINEERING TECHNOLOGIES	\$ 1,120.00
09/23/2022	ACH5318	MSC INDUSTRIAL SUPPLY CO	\$ 946.21
09/23/2022	ACH5319	NATIONAL BUSINESS FURNITURE, LLC	\$ 538.10
09/23/2022	ACH5320	Navitas Credit Corp	\$ 211.58
09/23/2022	ACH5321	PHENOVA INC	\$ 470.00
09/23/2022	ACH5322	Pitney Bowes- Lease	\$ 209.85
09/23/2022	ACH5323	PROGRESSIVE WATER RESOURCES LLC	\$ 1,950.00
09/23/2022	ACH5324	RING POWER CORPORATION	\$ 7,571.41
09/23/2022	ACH5325	STANTEC CONSULTING SERVICES	\$ 19,096.26
09/23/2022	ACH5326	SUNSHINE ACE HARDWARE	\$ 131.49
09/23/2022	ACH5327	SUNSHINE STATE ONE CALL OF FL INC	\$ 68.68
09/23/2022	ACH5328	Tanner Industries, Inc	\$ 6,395.47
09/23/2022	ACH5329	THE BANK OF NEW YORK MELLON	\$ 500.00
09/23/2022	ACH5330	UNIVAR SOLUTIONS USA INC	\$ 8,410.93
09/23/2022	ACH5331	VOYAGER FLEET SYSTEMS INC	\$ 5,561.90
09/23/2022	ACH5332	WOMACK SANITATION INC	\$ 750.00
09/23/2022	ADBT092322	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 444.75
09/23/2022	DT092322	United States Treasury	\$ 32,971.16
09/23/2022	dbt092322	Valic	\$ 8,584.53
09/25/2022	ACH09252022	PNC Bank	\$ 8,157.66
09/27/2022	DBT092722	FLORIDA DIVISION OF RETIREMENT	\$ 49,914.19

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
CHECK REGISTER: SEPTEMBER & OCTOBER 2022**

PUBLIC FUNDS INTEREST CHECKING (PNC)

Date	Document Number	Payee Name / Description	Amount
10/06/2022		QuickBooks Payroll Service	\$ 117,086.21
10/07/2022	39638	AMAZON	\$ 1,375.25
10/07/2022	39639	AWWA	\$ 777.00
10/07/2022	39640	BILL'S BOTTLED WATER SERVICE	\$ 32.25
10/07/2022	39641	BOB DEAN SUPPLY INC	\$ 2,102.75
10/07/2022	39642	Braden River Utilities LLC	\$ 107.35
10/07/2022	39643	D M CONSTRUCTION CORP	\$ 14,537.15
10/07/2022	39644	DESOTO AUTOMOTIVE ENTERPRISES INC	\$ 2,316.99
10/07/2022	39645	DEX IMAGING	\$ 2,751.13
10/07/2022	39646	FLORIDA DEPT OF TRANSPORTATION	\$ 20.96
10/07/2022	39647	FLORIDA POWER & LIGHT COMPANY	\$ 201,906.14
10/07/2022	39648	HOME DEPOT	\$ 895.36
10/07/2022	39649	KED GROUP INC	\$ 7,774.00
10/07/2022	39650	Manatee County Utilities Department	\$ 521.14
10/07/2022	39651	Metal Craft	\$ 743.74
10/07/2022	39652	NaturZone Pest Control	\$ 159.60
10/07/2022	39653	SAM'S CLUB	\$ 13.82
10/07/2022	39654	SARASOTA TROPHY & AWARDS INC	\$ 1,303.15
10/07/2022	39655	Sewer Viewer Inc	\$ 2,500.00
10/07/2022	39656	SMITH RANCH & GARDEN INC	\$ 833.00
10/07/2022	39657	TEST GAUGE INC	\$ 647.50
10/07/2022	39658	TRACTOR SUPPLY COMPANY CREDIT PLAN	\$ 107.90
10/07/2022	39659	VERIZON WIRELESS	\$ 92.69
10/07/2022	39660	Waste Pro Bradenton/Sarasota	\$ 190.00
10/07/2022	ACH5333	1& Done Handyman LLC	\$ 3,086.72
10/07/2022	ACH5334	A C Schultes of Florida Inc	\$ 179,888.00
10/07/2022	ACH5335	AIRGAS USA LLC	\$ 234.83
10/07/2022	ACH5336	ALLIED UNIVERSAL CORP	\$ 9,022.33
10/07/2022	ACH5337	AMAZON Business	\$ 118.33
10/07/2022	ACH5338	BENCHMARK ENVIROANALYTICAL INC	\$ 191.00
10/07/2022	ACH5339	BLACK & VEATCH	\$ 13,164.73
10/07/2022	ACH5340	BLUSITE SOLUTIONS OF SOUTHWEST FLORIDA	\$ 433.48
10/07/2022	ACH5341	Brenntag Mid-South Inc	\$ 9,668.41
10/07/2022	ACH5342	Bryant Miller Olive	\$ 33,500.00
10/07/2022	ACH5343	C & S CHEMICALS INC	\$ 45,128.30
10/07/2022	ACH5344	Calgon Carbon Corporation	\$ 59,229.60
10/07/2022	ACH5345	CED - Port Charlotte	\$ 1,730.75
10/07/2022	ACH5346	CENTURYLINK	\$ 374.45
10/07/2022	ACH5347	Cool Today	\$ 3,232.45
10/07/2022	ACH5348	DMS-FINANCIAL MGMT SERVICES	\$ 447.45
10/07/2022	ACH5349	Entech Computer Services LLC	\$ 8,193.50
10/07/2022	ACH5350	Frontier-941	\$ 250.53
10/07/2022	ACH5351	G-TEC Equipment Services	\$ 1,265.00
10/07/2022	ACH5352	GRAINGER	\$ 267.65
10/07/2022	ACH5353	HDR ENGINEERING INC	\$ 16,386.15
10/07/2022	ACH5354	KEETON'S OFFICE & ART SUPPLY	\$ 970.39
10/07/2022	ACH5355	KONE Inc	\$ 1,922.76
10/07/2022	ACH5356	MANSON BOLVES DONALDSON VARN	\$ 10,800.62
10/07/2022	ACH5357	MCMaster-CARR SUPPLY CO	\$ 2,897.91
10/07/2022	ACH5358	MSC INDUSTRIAL SUPPLY CO	\$ 704.41
10/07/2022	ACH5359	NATIONAL BUSINESS FURNITURE, LLC	\$ 3,788.20
10/07/2022	ACH5360	Poole & Kent Company of Florida	\$ 50,677.27
10/07/2022	ACH5361	PROGRESSIVE WATER RESOURCES LLC	\$ 26,424.45
10/07/2022	ACH5362	PURVIS GRAY & COMPANY	\$ 6,200.00
10/07/2022	ACH5363	Razorback LLC	\$ 39,000.00
10/07/2022	ACH5364	ROGERS PETROLEUM INC	\$ 1,332.41
10/07/2022	ACH5365	STANTEC CONSULTING SERVICES	\$ 16,997.00
10/07/2022	ACH5366	TRULY NOLEN BRANCH 079	\$ 275.00
10/07/2022	ACH5367	Vanguard Cleaning Systems of SW Florida	\$ 2,400.00
10/07/2022	ACH5368	Woodard & Curran Inc	\$ 73,700.00

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
CHECK REGISTER: SEPTEMBER & OCTOBER 2022**

PUBLIC FUNDS INTEREST CHECKING (PNC)

Date	Document Number	Payee Name / Description	Amount
10/07/2022	ADBT100722	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 444.75
10/07/2022	DBT100722	United States Treasury	\$ 38,978.40
10/07/2022	DBT10722	Valic	\$ 9,466.20
10/20/2022		QuickBooks Payroll Service	\$ 168,111.67
10/21/2022	39661	Braden River Utilities LLC	\$ 92.89
10/21/2022	39662	D M CONSTRUCTION CORP	\$ 13,521.06
10/21/2022	39663	DESOTO AUTOMOTIVE ENTERPRISES INC	\$ 897.17
10/21/2022	39664	DESOTO COUNTY SHERIFF'S OFFICE	\$ 135.00
10/21/2022	39665	DEX IMAGING	\$ 16.00
10/21/2022	39666	FLORIDA DEPT OF ECONOMIC OPPORTUNIT	\$ 175.00
10/21/2022	39667	FLORIDA DEPT OF ENVIRONMENTAL PROT	\$ 6,000.00
10/21/2022	39668	FLORIDA DEPT OF TRANSPORTATION	\$ 4.84
10/21/2022	39669	HOME DEPOT	\$ 888.19
10/21/2022	39670	KED GROUP INC	\$ 17,063.20
10/21/2022	39671	PREFERRED GOVERNMENT INSURANCE TRUS	\$ 18,201.75
10/21/2022	39672	SAM'S CLUB	\$ 312.61
10/21/2022	39673	SHRM	\$ 229.00
10/21/2022	39674	THE SUN	\$ 148.72
10/21/2022	39675	U.S. BANK EQUIPMENT FINANCE	\$ 1,052.67
10/21/2022	39676	VERIZON WIRELESS	\$ 133.28
10/21/2022	ACH5369	A C Schultes of Florida Inc	\$ 33,431.50
10/21/2022	ACH5370	AA ELECTRIC SE INC	\$ 378.17
10/21/2022	ACH5371	ADVANTAGE CARE INC.	\$ 40.00
10/21/2022	ACH5372	AIR CENTERS-FLORIDA	\$ 8,884.59
10/21/2022	ACH5373	Air Mechanical & Service Corp	\$ 2,975.06
10/21/2022	ACH5374	ALLIED UNIVERSAL CORP	\$ 40,046.47
10/21/2022	ACH5375	BENCHMARK ENVIROANALYTICAL INC	\$ 773.00
10/21/2022	ACH5376	BLACK & VEATCH	\$ 78,775.50
10/21/2022	ACH5377	Brenntag Mid-South Inc	\$ 96,404.77
10/21/2022	ACH5378	Briggs Equipment Inc.	\$ 2,594.10
10/21/2022	ACH5379	Brown and Caldwell	\$ 100,748.95
10/21/2022	ACH5380	C & S CHEMICALS INC	\$ 137,088.28
10/21/2022	ACH5381	Calgon Carbon Corporation	\$ 153,150.10
10/21/2022	ACH5382	CED - Port Charlotte	\$ 3,899.11
10/21/2022	ACH5383	Centurylink 3363	\$ 143.77
10/21/2022	ACH5384	CHARLOTTE COUNTY BD OF COMMISSIONER	\$ 105,482.63
10/21/2022	ACH5385	CINTAS	\$ 474.63
10/21/2022	ACH5386	CINTAS FIRE 636525	\$ 525.00
10/21/2022	ACH5387	COLE-PARMER INSTRUMENT CO	\$ 694.28
10/21/2022	ACH5388	CORONADO LAWN SERVICE OF FL	\$ 7,634.00
10/21/2022	ACH5389	Daniel J Roberts (V)	\$ 78.75
10/21/2022	ACH5390	DELL MARKETING LP	\$ 9,555.72
10/21/2022	ACH5391	DESOTO COUNTY (V)	\$ 66,333.37
10/21/2022	ACH5392	EARTH BALANCE	\$ 29,793.05
10/21/2022	ACH5393	ENDRESS+HAUSER, INC.	\$ 4,940.00
10/21/2022	ACH5394	ENVIRONMENTAL PR GROUP	\$ 1,350.00
10/21/2022	ACH5395	Environmental Science Associates	\$ 38,850.00
10/21/2022	ACH5396	FEDERAL EXPRESS	\$ 15.52
10/21/2022	ACH5397	Fisher Scientific	\$ 1,338.80
10/21/2022	ACH5398	FRONTIER COMMUNICATIONS-305	\$ 240.98
10/21/2022	ACH5399	Hach Company	\$ 5,736.51
10/21/2022	ACH5400	HALFACRE CONSTRUCTION COMPANY	\$ 5,808.00
10/21/2022	ACH5401	HAZEN AND SAWYER	\$ 3,158.60
10/21/2022	ACH5402	HVMI LLC	\$ 30,772.55
10/21/2022	ACH5403	IDEXX DISTRIBUTION INC	\$ 205.97
10/21/2022	ACH5404	Instrument Specialties	\$ 4,376.60
10/21/2022	ACH5405	J H HAM ENGINEERING INC	\$ 24,340.31
10/21/2022	ACH5406	JANICKI ENVIRONMENTAL INC	\$ 66,606.00
10/21/2022	ACH5407	JOHNSON ENGINEERING INC	\$ 2,208.95
10/21/2022	ACH5408	KEETON'S OFFICE & ART SUPPLY	\$ 134.95

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
CHECK REGISTER: SEPTEMBER & OCTOBER 2022**

PUBLIC FUNDS INTEREST CHECKING (PNC)

Date	Document Number	Payee Name / Description	Amount
10/21/2022	ACH5409	Kiewit Water Facilities Florida Co	\$ 34,572.20
10/21/2022	ACH5410	KIMLEY-HORN AND ASSOCIATES INC	\$ 5,692.83
10/21/2022	ACH5411	Matt's Lawn Service	\$ 1,250.00
10/21/2022	ACH5412	MCMASTER-CARR SUPPLY CO	\$ 330.86
10/21/2022	ACH5413	MSC INDUSTRIAL SUPPLY CO	\$ 2,049.48
10/21/2022	ACH5414	Natural Resources LLC	\$ 10,606.85
10/21/2022	ACH5415	Navitas Credit Corp	\$ 211.58
10/21/2022	ACH5416	Precision Gate & Security Inc	\$ 400.00
10/21/2022	ACH5417	PRO-CHEM INC	\$ 888.60
10/21/2022	ACH5418	PROGRESSIVE WATER RESOURCES LLC	\$ 23,252.97
10/21/2022	ACH5419	Public Resources Advisory Group Inc	\$ 45,027.44
10/21/2022	ACH5420	RING POWER CORPORATION	\$ 3,293.60
10/21/2022	ACH5421	ROGERS PETROLEUM INC	\$ 61,924.24
10/21/2022	ACH5422	SD Myers LLC	\$ 3,430.00
10/21/2022	ACH5423	SOLARES CONTROLS	\$ 5,071.02
10/21/2022	ACH5424	STANTEC CONSULTING SERVICES	\$ 5,505.93
10/21/2022	ACH5425	SUNSHINE ACE HARDWARE	\$ 117.10
10/21/2022	ACH5426	SUNSHINE STATE ONE CALL OF FL INC	\$ 68.68
10/21/2022	ACH5427	Tanner Industries, Inc	\$ 6,383.38
10/21/2022	ACH5428	THERMO ELECTRON NORTH AMERICA LLC	\$ 1,141.00
10/21/2022	ACH5429	Turning Water Industries Corp.	\$ 14,840.00
10/21/2022	ACH5430	VOYAGER FLEET SYSTEMS INC	\$ 4,096.51
10/21/2022	ACH5431	WOMACK SANITATION INC	\$ 298.00
10/21/2022	ADBT102122	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 444.75
10/21/2022	DBT102122	United States Treasury	\$ 60,934.10
10/21/2022	dbt102122	Valic	\$ 13,953.98
10/25/2022	ACH10252022	PNC Bank	\$ 3,132.00
10/31/2022	DBT103122	FLORIDA DIVISION OF RETIREMENT	\$ 60,744.64
Total			\$ 4,800,936.18

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**CHECK REGISTER: SEPTEMBER & OCTOBER 2022****Alphabetically by Vendor****PUBLIC FUNDS INTEREST CHECKING (PNC)**

Date	Document Number	Payee Name / Description	Amount
10/07/2022	ACH5333	1& Done Handyman LLC	\$ 3,086.72
10/07/2022	ACH5334	A C Schultes of Florida Inc	\$ 179,888.00
10/21/2022	ACH5369	A C Schultes of Florida Inc	\$ 33,431.50
09/23/2022	ACH5278	AA ELECTRIC SE INC	\$ 241.59
10/21/2022	ACH5370	AA ELECTRIC SE INC	\$ 378.17
09/23/2022	ACH5279	Advanced Overhead Systems	\$ 1,775.00
10/21/2022	ACH5371	ADVANTAGE CARE INC.	\$ 40.00
10/21/2022	ACH5372	AIR CENTERS-FLORIDA	\$ 8,884.59
10/21/2022	ACH5373	Air Mechanical & Service Corp	\$ 2,975.06
09/23/2022	ACH5280	AIRGAS USA LLC	\$ 240.29
10/07/2022	ACH5335	AIRGAS USA LLC	\$ 234.83
09/09/2022	ACH5235	ALFA LAVAL INC	\$ 11,425.60
09/09/2022	ACH5236	ALLIED UNIVERSAL CORP	\$ 31,361.29
09/23/2022	ACH5281	ALLIED UNIVERSAL CORP	\$ 22,440.81
10/07/2022	ACH5336	ALLIED UNIVERSAL CORP	\$ 9,022.33
10/21/2022	ACH5374	ALLIED UNIVERSAL CORP	\$ 40,046.47
09/09/2022	39625	AMAZON	\$ 3,224.27
10/07/2022	39638	AMAZON	\$ 1,375.25
10/07/2022	ACH5337	AMAZON Business	\$ 118.33
09/09/2022	ACH5237	ANIXTER INC.	\$ 3,938.64
09/09/2022	ACH5238	Apple Video & Photography Studio	\$ 4,864.00
09/23/2022	ACH5282	ASRUS LLC	\$ 4,250.00
10/07/2022	39639	AWWA	\$ 777.00
09/09/2022	ACH5239	BENCHMARK ENVIROANALYTICAL INC	\$ 946.00
09/23/2022	ACH5283	BENCHMARK ENVIROANALYTICAL INC	\$ 4,359.00
10/07/2022	ACH5338	BENCHMARK ENVIROANALYTICAL INC	\$ 191.00
10/21/2022	ACH5375	BENCHMARK ENVIROANALYTICAL INC	\$ 773.00
10/07/2022	39640	BILL'S BOTTLED WATER SERVICE	\$ 32.25
09/09/2022	ACH5240	Bird Barrier America Inc	\$ 290.91
09/09/2022	ACH5241	BLACK & VEATCH	\$ 35,523.95
09/23/2022	ACH5284	BLACK & VEATCH	\$ 8,418.99
10/07/2022	ACH5339	BLACK & VEATCH	\$ 13,164.73
10/21/2022	ACH5376	BLACK & VEATCH	\$ 78,775.50
09/09/2022	ACH5242	BLUSITE SOLUTIONS OF SOUTHWEST FLORIDA	\$ 433.48
10/07/2022	ACH5340	BLUSITE SOLUTIONS OF SOUTHWEST FLORIDA	\$ 433.48
09/09/2022	39626	BOB DEAN SUPPLY INC	\$ 876.73
10/07/2022	39641	BOB DEAN SUPPLY INC	\$ 2,102.75
10/07/2022	39642	Braden River Utilities LLC	\$ 107.35
10/21/2022	39661	Braden River Utilities LLC	\$ 92.89
09/09/2022	ACH5243	Brenntag Mid-South Inc	\$ 67,853.99
09/23/2022	ACH5285	Brenntag Mid-South Inc	\$ 48,173.98
10/07/2022	ACH5341	Brenntag Mid-South Inc	\$ 9,668.41
10/21/2022	ACH5377	Brenntag Mid-South Inc	\$ 96,404.77
09/09/2022	ACH5244	Briggs Equipment Inc.	\$ 1,214.00
10/21/2022	ACH5378	Briggs Equipment Inc.	\$ 2,594.10
10/21/2022	ACH5379	Brown and Caldwell	\$ 100,748.95
10/07/2022	ACH5342	Bryant Miller Olive	\$ 33,500.00
09/09/2022	ACH5245	C & S CHEMICALS INC	\$ 110,822.74
09/23/2022	ACH5286	C & S CHEMICALS INC	\$ 84,128.94
10/07/2022	ACH5343	C & S CHEMICALS INC	\$ 45,128.30
10/21/2022	ACH5380	C & S CHEMICALS INC	\$ 137,088.28
09/09/2022	ACH5246	Calgon Carbon Corporation	\$ 59,407.20
09/23/2022	ACH5287	Calgon Carbon Corporation	\$ 118,666.40
10/07/2022	ACH5344	Calgon Carbon Corporation	\$ 59,229.60
10/21/2022	ACH5381	Calgon Carbon Corporation	\$ 153,150.10
09/23/2022	ACH5288	CAROLLO ENGINEERS INC	\$ 22,901.11
09/23/2022	ACH5289	CEC Controls Company Inc.	\$ 6,982.50
09/23/2022	ACH5290	CED - Port Charlotte	\$ 5,665.10
10/07/2022	ACH5345	CED - Port Charlotte	\$ 1,730.75
10/21/2022	ACH5382	CED - Port Charlotte	\$ 3,899.11

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PUBLIC FUNDS INTEREST CHECKING (PNC)

Date	Document Number	Payee Name / Description	Amount
09/09/2022	ACH5247	CENTURYLINK	\$ 374.45
10/07/2022	ACH5346	CENTURYLINK	\$ 374.45
09/23/2022	ACH5292	Centurylink 3363	\$ 144.05
10/21/2022	ACH5383	Centurylink 3363	\$ 143.77
09/23/2022	ACH5291	CenturyLink-6358	\$ 1,644.89
09/23/2022	ACH5293	CHARLOTTE COUNTY BCC - LANDFILL	\$ 4,541.17
09/09/2022	ACH5248	CHARLOTTE COUNTY BD OF COMMISSIONER	\$ 106,058.13
10/21/2022	ACH5384	CHARLOTTE COUNTY BD OF COMMISSIONER	\$ 105,482.63
09/09/2022	ACH5249	Cimtec Automation, LLC	\$ 3,900.00
09/23/2022	ACH5294	Cimtec Automation, LLC	\$ 2,563.09
09/23/2022	ACH5295	CINTAS	\$ 599.27
10/21/2022	ACH5385	CINTAS	\$ 474.63
10/21/2022	ACH5386	CINTAS FIRE 636525	\$ 525.00
10/21/2022	ACH5387	COLE-PARMER INSTRUMENT CO	\$ 694.28
09/23/2022	ACH5296	Concrete Modular Systems Inc	\$ 32,809.70
09/23/2022	ACH5297	Cool Today	\$ 462.50
10/07/2022	ACH5347	Cool Today	\$ 3,232.45
09/09/2022	ACH5250	Core & Main LP	\$ 11,430.04
09/23/2022	ACH5298	Core & Main LP	\$ 285.80
09/23/2022	ACH5299	CORONADO LAWN SERVICE OF FL	\$ 9,412.00
10/21/2022	ACH5388	CORONADO LAWN SERVICE OF FL	\$ 7,634.00
10/07/2022	39643	D M CONSTRUCTION CORP	\$ 14,537.15
10/21/2022	39662	D M CONSTRUCTION CORP	\$ 13,521.06
10/21/2022	ACH5389	Daniel J Roberts (V)	\$ 78.75
10/21/2022	ACH5390	DELL MARKETING LP	\$ 9,555.72
10/07/2022	39644	DESOTO AUTOMOTIVE ENTERPRISES INC	\$ 2,316.99
10/21/2022	39663	DESOTO AUTOMOTIVE ENTERPRISES INC	\$ 897.17
09/09/2022	ACH5251	DESOTO COUNTY (V)	\$ 66,333.37
10/21/2022	ACH5391	DESOTO COUNTY (V)	\$ 66,333.37
10/21/2022	39664	DESOTO COUNTY SHERIFF'S OFFICE	\$ 135.00
09/23/2022	ACH5300	Destination Powersports	\$ 14,046.00
10/07/2022	39645	DEX IMAGING	\$ 2,751.13
10/21/2022	39665	DEX IMAGING	\$ 16.00
09/09/2022	ACH5252	DMS-FINANCIAL MGMT SERVICES	\$ 447.83
10/07/2022	ACH5348	DMS-FINANCIAL MGMT SERVICES	\$ 447.45
09/23/2022	ACH5301	EARTH BALANCE	\$ 45,029.75
10/21/2022	ACH5392	EARTH BALANCE	\$ 29,793.05
10/21/2022	ACH5393	ENDRESS+HAUSER, INC.	\$ 4,940.00
09/23/2022	ACH5302	Entech Computer Services LLC	\$ 8,193.50
10/07/2022	ACH5349	Entech Computer Services LLC	\$ 8,193.50
10/21/2022	ACH5394	ENVIRONMENTAL PR GROUP	\$ 1,350.00
10/21/2022	ACH5395	Environmental Science Associates	\$ 38,850.00
09/23/2022	ACH5303	EUROFINS EATON ANALYTICAL, LLC	\$ 880.00
09/09/2022	ACH5253	FEDERAL EXPRESS	\$ 43.19
10/21/2022	ACH5396	FEDERAL EXPRESS	\$ 15.52
09/09/2022	ACH5254	Fisher Scientific	\$ 344.91
09/23/2022	ACH5304	Fisher Scientific	\$ 1,071.38
10/21/2022	ACH5397	Fisher Scientific	\$ 1,338.80
09/09/2022	39627	FLORIDA DEPARTMENT OF STATE	\$ 8.40
10/21/2022	39666	FLORIDA DEPT OF ECONOMIC OPPORTUNIT	\$ 175.00
10/21/2022	39667	FLORIDA DEPT OF ENVIRONMENTAL PROT	\$ 6,000.00
10/07/2022	39646	FLORIDA DEPT OF TRANSPORTATION	\$ 20.96
10/21/2022	39668	FLORIDA DEPT OF TRANSPORTATION	\$ 4.84
09/27/2022	DBT092722	FLORIDA DIVISION OF RETIREMENT	\$ 49,914.19
10/31/2022	DBT103122	FLORIDA DIVISION OF RETIREMENT	\$ 60,744.64
09/09/2022	39628	FLORIDA POWER & LIGHT COMPANY	\$ 178,439.20
10/07/2022	39647	FLORIDA POWER & LIGHT COMPANY	\$ 201,906.14
09/23/2022	ACH5305	FRONTIER COMMUNICATIONS-305	\$ 240.98
10/21/2022	ACH5398	FRONTIER COMMUNICATIONS-305	\$ 240.98
09/09/2022	ACH5255	Frontier-941	\$ 250.53

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Date	Document Number	Payee Name / Description	Amount
10/07/2022	ACH5350	Frontier-941	\$ 250.53
09/23/2022	ACH5306	GARNEY CONSTRUCTION	\$ 8,219.00
09/23/2022	ACH5307	GRAINGER	\$ 511.33
10/07/2022	ACH5352	GRAINGER	\$ 267.65
09/23/2022	ACH5308	GRAY MATTER SYSTEMS INC	\$ 3,700.00
10/07/2022	ACH5351	G-TEC Equipment Services	\$ 1,265.00
09/09/2022	ACH5256	Hach Company	\$ 3,667.95
09/23/2022	ACH5309	Hach Company	\$ 528.71
10/21/2022	ACH5399	Hach Company	\$ 5,736.51
09/09/2022	ACH5257	HALFACRE CONSTRUCTION COMPANY	\$ 88,281.60
10/21/2022	ACH5400	HALFACRE CONSTRUCTION COMPANY	\$ 5,808.00
10/21/2022	ACH5401	HAZEN AND SAWYER	\$ 3,158.60
09/09/2022	ACH5258	HDR ENGINEERING INC	\$ 18,622.70
10/07/2022	ACH5353	HDR ENGINEERING INC	\$ 16,386.15
09/23/2022	ACH5310	Heat Busters Air Conditioning & Heating	\$ 289.00
09/09/2022	39629	HOME DEPOT	\$ 69.95
10/07/2022	39648	HOME DEPOT	\$ 895.36
10/21/2022	39669	HOME DEPOT	\$ 888.19
09/23/2022	ACH5311	HVMI LLC	\$ 29,778.10
10/21/2022	ACH5402	HVMI LLC	\$ 30,772.55
10/21/2022	ACH5403	IDEXX DISTRIBUTION INC	\$ 205.97
10/21/2022	ACH5404	Instrument Specialties	\$ 4,376.60
09/09/2022	ACH5259	J H HAM ENGINEERING INC	\$ 25,006.86
10/21/2022	ACH5405	J H HAM ENGINEERING INC	\$ 24,340.31
09/23/2022	ACH5312	JANICKI ENVIRONMENTAL INC	\$ 67,306.00
10/21/2022	ACH5406	JANICKI ENVIRONMENTAL INC	\$ 66,606.00
09/23/2022	ACH5313	JOHNSON ENGINEERING INC	\$ 8,310.00
10/21/2022	ACH5407	JOHNSON ENGINEERING INC	\$ 2,208.95
10/07/2022	39649	KED GROUP INC	\$ 7,774.00
10/21/2022	39670	KED GROUP INC	\$ 17,063.20
09/09/2022	ACH5260	KEETON'S OFFICE & ART SUPPLY	\$ 509.00
09/23/2022	ACH5314	KEETON'S OFFICE & ART SUPPLY	\$ 2,203.33
10/07/2022	ACH5354	KEETON'S OFFICE & ART SUPPLY	\$ 970.39
10/21/2022	ACH5408	KEETON'S OFFICE & ART SUPPLY	\$ 134.95
10/21/2022	ACH5409	Kiewit Water Facilities Florida Co	\$ 34,572.20
09/09/2022	ACH5261	KIMLEY-HORN AND ASSOCIATES INC	\$ 4,308.62
10/21/2022	ACH5410	KIMLEY-HORN AND ASSOCIATES INC	\$ 5,692.83
10/07/2022	ACH5355	KONE Inc	\$ 1,922.76
09/23/2022	ACH5315	Locher Environmental LLC	\$ 7,886.67
09/23/2022	ACH5316	MADER ELECTRIC INC	\$ 1,950.00
09/09/2022	39630	Manatee County Utilities Department	\$ 337.68
10/07/2022	39650	Manatee County Utilities Department	\$ 521.14
10/07/2022	ACH5356	MANSON BOLVES DONALDSON VARN	\$ 10,800.62
09/09/2022	ACH5262	Markay Consulting Group LLC	\$ 2,400.00
09/09/2022	ACH5263	Matt's Lawn Service	\$ 675.00
10/21/2022	ACH5411	Matt's Lawn Service	\$ 1,250.00
10/07/2022	ACH5357	MCMASTER-CARR SUPPLY CO	\$ 2,897.91
10/21/2022	ACH5412	MCMASTER-CARR SUPPLY CO	\$ 330.86
10/07/2022	39651	Metal Craft	\$ 743.74
09/09/2022	ACH5264	MIS Moss Integration Solutions Inc	\$ 860.68
09/09/2022	ACH5265	MOCK ENGINEERING TECHNOLOGIES	\$ 6,965.00
09/23/2022	ACH5317	MOCK ENGINEERING TECHNOLOGIES	\$ 1,120.00
09/09/2022	ACH5266	MSC INDUSTRIAL SUPPLY CO	\$ 75.12
09/23/2022	ACH5318	MSC INDUSTRIAL SUPPLY CO	\$ 946.21
10/07/2022	ACH5358	MSC INDUSTRIAL SUPPLY CO	\$ 704.41
10/21/2022	ACH5413	MSC INDUSTRIAL SUPPLY CO	\$ 2,049.48
09/09/2022	ACH5267	NATIONAL BUSINESS FURNITURE, LLC	\$ 538.10
09/23/2022	ACH5319	NATIONAL BUSINESS FURNITURE, LLC	\$ 538.10
10/07/2022	ACH5359	NATIONAL BUSINESS FURNITURE, LLC	\$ 3,788.20
09/09/2022	ACH5268	Natural Resources LLC	\$ 10,593.48

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Date	Document Number	Payee Name / Description	Amount
10/21/2022	ACH5414	Natural Resources LLC	\$ 10,606.85
10/07/2022	39652	NaturZone Pest Control	\$ 159.60
09/23/2022	ACH5320	Navitas Credit Corp	\$ 211.58
10/21/2022	ACH5415	Navitas Credit Corp	\$ 211.58
09/09/2022	ACH5269	PHENOVA INC	\$ 609.20
09/23/2022	ACH5321	PHENOVA INC	\$ 470.00
09/23/2022	ACH5322	Pitney Bowes- Lease	\$ 209.85
09/25/2022	ACH09252022	PNC Bank	\$ 8,157.66
10/25/2022	ACH10252022	PNC Bank	\$ 3,132.00
09/09/2022	ACH5270	Poole & Kent Company of Florida	\$ 236,891.61
10/07/2022	ACH5360	Poole & Kent Company of Florida	\$ 50,677.27
10/21/2022	ACH5416	Precision Gate & Security Inc	\$ 400.00
10/21/2022	39671	PREFERRED GOVERNMENT INSURANCE TRUS	\$ 18,201.75
09/09/2022	ACH5271	PRO-CHEM INC	\$ 836.14
10/21/2022	ACH5417	PRO-CHEM INC	\$ 888.60
09/09/2022	ACH5272	PROGRESSIVE WATER RESOURCES LLC	\$ 8,800.00
09/23/2022	ACH5323	PROGRESSIVE WATER RESOURCES LLC	\$ 1,950.00
10/07/2022	ACH5361	PROGRESSIVE WATER RESOURCES LLC	\$ 26,424.45
10/21/2022	ACH5418	PROGRESSIVE WATER RESOURCES LLC	\$ 23,252.97
10/21/2022	ACH5419	Public Resources Advisory Group Inc	\$ 45,027.44
10/07/2022	ACH5362	PURVIS GRAY & COMPANY	\$ 6,200.00
09/08/2022		QuickBooks Payroll Service	\$ 100,295.33
09/22/2022		QuickBooks Payroll Service	\$ 103,113.55
10/06/2022		QuickBooks Payroll Service	\$ 117,086.21
10/20/2022		QuickBooks Payroll Service	\$ 168,111.67
10/07/2022	ACH5363	Razorback LLC	\$ 39,000.00
09/23/2022	ACH5324	RING POWER CORPORATION	\$ 7,571.41
10/21/2022	ACH5420	RING POWER CORPORATION	\$ 3,293.60
10/07/2022	ACH5364	ROGERS PETROLEUM INC	\$ 1,332.41
10/21/2022	ACH5421	ROGERS PETROLEUM INC	\$ 61,924.24
09/09/2022	39631	SAM'S CLUB	\$ 254.22
10/07/2022	39653	SAM'S CLUB	\$ 13.82
10/21/2022	39672	SAM'S CLUB	\$ 312.61
10/07/2022	39654	SARASOTA TROPHY & AWARDS INC	\$ 1,303.15
10/21/2022	ACH5422	SD Myers LLC	\$ 3,430.00
10/07/2022	39655	Sewer Viewer Inc	\$ 2,500.00
09/09/2022	39632	SHERIFF OF MANATEE COUNTY	\$ 5.00
10/21/2022	39673	SHRM	\$ 229.00
10/07/2022	39656	SMITH RANCH & GARDEN INC	\$ 833.00
10/21/2022	ACH5423	SOLARES CONTROLS	\$ 5,071.02
09/23/2022	ACH5325	STANTEC CONSULTING SERVICES	\$ 19,096.26
10/07/2022	ACH5365	STANTEC CONSULTING SERVICES	\$ 16,997.00
10/21/2022	ACH5424	STANTEC CONSULTING SERVICES	\$ 5,505.93
09/09/2022	ADBT090922	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 444.75
09/23/2022	ADBT092322	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 444.75
10/07/2022	ADBT100722	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 444.75
10/21/2022	ADBT102122	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 444.75
09/09/2022	ACH5273	SUNSHINE ACE HARDWARE	\$ 69.97
09/23/2022	ACH5326	SUNSHINE ACE HARDWARE	\$ 131.49
10/21/2022	ACH5425	SUNSHINE ACE HARDWARE	\$ 117.10
09/23/2022	ACH5327	SUNSHINE STATE ONE CALL OF FL INC	\$ 68.68
10/21/2022	ACH5426	SUNSHINE STATE ONE CALL OF FL INC	\$ 68.68
09/09/2022	ACH5274	Tanner Industries, Inc	\$ 6,324.06
09/23/2022	ACH5328	Tanner Industries, Inc	\$ 6,395.47
10/21/2022	ACH5427	Tanner Industries, Inc	\$ 6,383.38
09/09/2022	39633	TEST GAUGE INC	\$ 129.99
10/07/2022	39657	TEST GAUGE INC	\$ 647.50
09/23/2022	ACH5329	THE BANK OF NEW YORK MELLON	\$ 500.00
10/21/2022	39674	THE SUN	\$ 148.72
10/21/2022	ACH5428	THERMO ELECTRON NORTH AMERICA LLC	\$ 1,141.00

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09/09/2022	39634	TRACTOR SUPPLY COMPANY CREDIT PLAN	\$ 457.96
10/07/2022	39658	TRACTOR SUPPLY COMPANY CREDIT PLAN	\$ 107.90
09/09/2022	ACH5275	TRANSCAT INC	\$ 861.02
10/07/2022	ACH5366	TRULY NOLEN BRANCH 079	\$ 275.00
10/21/2022	ACH5429	Turning Water Industries Corp.	\$ 14,840.00
09/09/2022	39635	U.S. BANK EQUIPMENT FINANCE	\$ 1,052.67
10/21/2022	39675	U.S. BANK EQUIPMENT FINANCE	\$ 1,052.67
09/09/2022	DBT090922	United States Treasury	\$ 31,739.66
09/23/2022	DT092322	United States Treasury	\$ 32,971.16
10/07/2022	DBT100722	United States Treasury	\$ 38,978.40
10/21/2022	DBT102122	United States Treasury	\$ 60,934.10
09/23/2022	ACH5330	UNIVAR SOLUTIONS USA INC	\$ 8,410.93
09/09/2022	ACH5276	USA Bluebook	\$ 2,122.13
09/09/2022	DBT09092022	Valic	\$ 8,533.39
09/23/2022	dbt092322	Valic	\$ 8,584.53
10/07/2022	DBT10722	Valic	\$ 9,466.20
10/21/2022	dbt102122	Valic	\$ 13,953.98
09/09/2022	ACH5277	Vanguard Cleaning Systems of SW Florida	\$ 2,400.00
10/07/2022	ACH5367	Vanguard Cleaning Systems of SW Florida	\$ 2,400.00
10/07/2022	39659	VERIZON WIRELESS	\$ 92.69
10/21/2022	39676	VERIZON WIRELESS	\$ 133.28
09/23/2022	ACH5331	VOYAGER FLEET SYSTEMS INC	\$ 5,561.90
10/21/2022	ACH5430	VOYAGER FLEET SYSTEMS INC	\$ 4,096.51
09/09/2022	39636	Waste Pro Bradenton/Sarasota	\$ 195.00
10/07/2022	39660	Waste Pro Bradenton/Sarasota	\$ 190.00
09/23/2022	ACH5332	WOMACK SANITATION INC	\$ 750.00
10/21/2022	ACH5431	WOMACK SANITATION INC	\$ 298.00
10/07/2022	ACH5368	Woodard & Curran Inc	\$ 73,700.00
Total			\$ 4,800,936.18

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**CHECK REGISTER: SEPTEMBER & OCTOBER 2022****By Amount Largest to Smallest****PUBLIC FUNDS INTEREST CHECKING (PNC)**

Date	Document Number	Payee Name / Description	Amount
09/09/2022	ACH5270	Poole & Kent Company of Florida	\$ 236,891.61
10/07/2022	39647	FLORIDA POWER & LIGHT COMPANY	\$ 201,906.14
10/07/2022	ACH5334	A C Schultes of Florida Inc	\$ 179,888.00
09/09/2022	39628	FLORIDA POWER & LIGHT COMPANY	\$ 178,439.20
10/20/2022		QuickBooks Payroll Service	\$ 168,111.67
10/21/2022	ACH5381	Calgon Carbon Corporation	\$ 153,150.10
10/21/2022	ACH5380	C & S CHEMICALS INC	\$ 137,088.28
09/23/2022	ACH5287	Calgon Carbon Corporation	\$ 118,666.40
10/06/2022		QuickBooks Payroll Service	\$ 117,086.21
09/09/2022	ACH5245	C & S CHEMICALS INC	\$ 110,822.74
09/09/2022	ACH5248	CHARLOTTE COUNTY BD OF COMMISSIONER	\$ 106,058.13
10/21/2022	ACH5384	CHARLOTTE COUNTY BD OF COMMISSIONER	\$ 105,482.63
09/22/2022		QuickBooks Payroll Service	\$ 103,113.55
10/21/2022	ACH5379	Brown and Caldwell	\$ 100,748.95
09/08/2022		QuickBooks Payroll Service	\$ 100,295.33
10/21/2022	ACH5377	Brenntag Mid-South Inc	\$ 96,404.77
09/09/2022	ACH5257	HALFACRE CONSTRUCTION COMPANY	\$ 88,281.60
09/23/2022	ACH5286	C & S CHEMICALS INC	\$ 84,128.94
10/21/2022	ACH5376	BLACK & VEATCH	\$ 78,775.50
10/07/2022	ACH5368	Woodard & Curran Inc	\$ 73,700.00
09/09/2022	ACH5243	Brenntag Mid-South Inc	\$ 67,853.99
09/23/2022	ACH5312	JANICKI ENVIRONMENTAL INC	\$ 67,306.00
10/21/2022	ACH5406	JANICKI ENVIRONMENTAL INC	\$ 66,606.00
09/09/2022	ACH5251	DESOTO COUNTY (V)	\$ 66,333.37
10/21/2022	ACH5391	DESOTO COUNTY (V)	\$ 66,333.37
10/21/2022	ACH5421	ROGERS PETROLEUM INC	\$ 61,924.24
10/21/2022	DBT102122	United States Treasury	\$ 60,934.10
10/31/2022	DBT103122	FLORIDA DIVISION OF RETIREMENT	\$ 60,744.64
09/09/2022	ACH5246	Calgon Carbon Corporation	\$ 59,407.20
10/07/2022	ACH5344	Calgon Carbon Corporation	\$ 59,229.60
10/07/2022	ACH5360	Poole & Kent Company of Florida	\$ 50,677.27
09/27/2022	DBT092722	FLORIDA DIVISION OF RETIREMENT	\$ 49,914.19
09/23/2022	ACH5285	Brenntag Mid-South Inc	\$ 48,173.98
10/07/2022	ACH5343	C & S CHEMICALS INC	\$ 45,128.30
09/23/2022	ACH5301	EARTH BALANCE	\$ 45,029.75
10/21/2022	ACH5419	Public Resources Advisory Group Inc	\$ 45,027.44
10/21/2022	ACH5374	ALLIED UNIVERSAL CORP	\$ 40,046.47
10/07/2022	ACH5363	Razorback LLC	\$ 39,000.00
10/07/2022	DBT100722	United States Treasury	\$ 38,978.40
10/21/2022	ACH5395	Environmental Science Associates	\$ 38,850.00
09/09/2022	ACH5241	BLACK & VEATCH	\$ 35,523.95
10/21/2022	ACH5409	Kiewit Water Facilities Florida Co	\$ 34,572.20
10/07/2022	ACH5342	Bryant Miller Olive	\$ 33,500.00
10/21/2022	ACH5369	A C Schultes of Florida Inc	\$ 33,431.50
09/23/2022	DT092322	United States Treasury	\$ 32,971.16
09/23/2022	ACH5296	Concrete Modular Systems Inc	\$ 32,809.70
09/09/2022	DBT090922	United States Treasury	\$ 31,739.66
09/09/2022	ACH5236	ALLIED UNIVERSAL CORP	\$ 31,361.29
10/21/2022	ACH5402	HVMI LLC	\$ 30,772.55
10/21/2022	ACH5392	EARTH BALANCE	\$ 29,793.05
09/23/2022	ACH5311	HVMI LLC	\$ 29,778.10
10/07/2022	ACH5361	PROGRESSIVE WATER RESOURCES LLC	\$ 26,424.45
09/09/2022	ACH5259	J H HAM ENGINEERING INC	\$ 25,006.86
10/21/2022	ACH5405	J H HAM ENGINEERING INC	\$ 24,340.31
10/21/2022	ACH5418	PROGRESSIVE WATER RESOURCES LLC	\$ 23,252.97
09/23/2022	ACH5288	CAROLLO ENGINEERS INC	\$ 22,901.11
09/23/2022	ACH5281	ALLIED UNIVERSAL CORP	\$ 22,440.81
09/23/2022	ACH5325	STANTEC CONSULTING SERVICES	\$ 19,096.26
09/09/2022	ACH5258	HDR ENGINEERING INC	\$ 18,622.70
10/21/2022	39671	PREFERRED GOVERNMENT INSURANCE TRUS	\$ 18,201.75

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

CHECK REGISTER: SEPTEMBER & OCTOBER 2022

By Amount Largest to Smallest

PUBLIC FUNDS INTEREST CHECKING (PNC)

Date	Document Number	Payee Name / Description	Amount
10/21/2022	39670	KED GROUP INC	\$ 17,063.20
10/07/2022	ACH5365	STANTEC CONSULTING SERVICES	\$ 16,997.00
10/07/2022	ACH5353	HDR ENGINEERING INC	\$ 16,386.15
10/21/2022	ACH5429	Turning Water Industries Corp.	\$ 14,840.00
10/07/2022	39643	D M CONSTRUCTION CORP	\$ 14,537.15
09/23/2022	ACH5300	Destination Powersports	\$ 14,046.00
10/21/2022	dbt102122	Valic	\$ 13,953.98
10/21/2022	39662	D M CONSTRUCTION CORP	\$ 13,521.06
10/07/2022	ACH5339	BLACK & VEATCH	\$ 13,164.73
09/09/2022	ACH5250	Core & Main LP	\$ 11,430.04
09/09/2022	ACH5235	ALFA LAVAL INC	\$ 11,425.60
10/07/2022	ACH5356	MANSON BOLVES DONALDSON VARN	\$ 10,800.62
10/21/2022	ACH5414	Natural Resources LLC	\$ 10,606.85
09/09/2022	ACH5268	Natural Resources LLC	\$ 10,593.48
10/07/2022	ACH5341	Brenntag Mid-South Inc	\$ 9,668.41
10/21/2022	ACH5390	DELL MARKETING LP	\$ 9,555.72
10/07/2022	DBT10722	Valic	\$ 9,466.20
09/23/2022	ACH5299	CORONADO LAWN SERVICE OF FL	\$ 9,412.00
10/07/2022	ACH5336	ALLIED UNIVERSAL CORP	\$ 9,022.33
10/21/2022	ACH5372	AIR CENTERS-FLORIDA	\$ 8,884.59
09/09/2022	ACH5272	PROGRESSIVE WATER RESOURCES LLC	\$ 8,800.00
09/23/2022	dbt092322	Valic	\$ 8,584.53
09/09/2022	DBT09092022	Valic	\$ 8,533.39
09/23/2022	ACH5284	BLACK & VEATCH	\$ 8,418.99
09/23/2022	ACH5330	UNIVAR SOLUTIONS USA INC	\$ 8,410.93
09/23/2022	ACH5313	JOHNSON ENGINEERING INC	\$ 8,310.00
09/23/2022	ACH5306	GARNEY CONSTRUCTION	\$ 8,219.00
09/23/2022	ACH5302	Entech Computer Services LLC	\$ 8,193.50
10/07/2022	ACH5349	Entech Computer Services LLC	\$ 8,193.50
09/25/2022	ACH09252022	PNC Bank	\$ 8,157.66
09/23/2022	ACH5315	Locher Environmental LLC	\$ 7,886.67
10/07/2022	39649	KED GROUP INC	\$ 7,774.00
10/21/2022	ACH5388	CORONADO LAWN SERVICE OF FL	\$ 7,634.00
09/23/2022	ACH5324	RING POWER CORPORATION	\$ 7,571.41
09/23/2022	ACH5289	CEC Controls Company Inc.	\$ 6,982.50
09/09/2022	ACH5265	MOCK ENGINEERING TECHNOLOGIES	\$ 6,965.00
09/23/2022	ACH5328	Tanner Industries, Inc	\$ 6,395.47
10/21/2022	ACH5427	Tanner Industries, Inc	\$ 6,383.38
09/09/2022	ACH5274	Tanner Industries, Inc	\$ 6,324.06
10/07/2022	ACH5362	PURVIS GRAY & COMPANY	\$ 6,200.00
10/21/2022	39667	FLORIDA DEPT OF ENVIRONMENTAL PROT	\$ 6,000.00
10/21/2022	ACH5400	HALFACRE CONSTRUCTION COMPANY	\$ 5,808.00
10/21/2022	ACH5399	Hach Company	\$ 5,736.51
10/21/2022	ACH5410	KIMLEY-HORN AND ASSOCIATES INC	\$ 5,692.83
09/23/2022	ACH5290	CED - Port Charlotte	\$ 5,665.10
09/23/2022	ACH5331	VOYAGER FLEET SYSTEMS INC	\$ 5,561.90
10/21/2022	ACH5424	STANTEC CONSULTING SERVICES	\$ 5,505.93
10/21/2022	ACH5423	SOLARES CONTROLS	\$ 5,071.02
10/21/2022	ACH5393	ENDRESS+HAUSER, INC.	\$ 4,940.00
09/09/2022	ACH5238	Apple Video & Photography Studio	\$ 4,864.00
09/23/2022	ACH5293	CHARLOTTE COUNTY BCC - LANDFILL	\$ 4,541.17
10/21/2022	ACH5404	Instrument Specialties	\$ 4,376.60
09/23/2022	ACH5283	BENCHMARK ENVIROANALYTICAL INC	\$ 4,359.00
09/09/2022	ACH5261	KIMLEY-HORN AND ASSOCIATES INC	\$ 4,308.62
09/23/2022	ACH5282	ASRUS LLC	\$ 4,250.00
10/21/2022	ACH5430	VOYAGER FLEET SYSTEMS INC	\$ 4,096.51
09/09/2022	ACH5237	ANIXTER INC.	\$ 3,938.64
09/09/2022	ACH5249	Cimtec Automation, LLC	\$ 3,900.00
10/21/2022	ACH5382	CED - Port Charlotte	\$ 3,899.11
10/07/2022	ACH5359	NATIONAL BUSINESS FURNITURE, LLC	\$ 3,788.20

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**CHECK REGISTER: SEPTEMBER & OCTOBER 2022****By Amount Largest to Smallest****PUBLIC FUNDS INTEREST CHECKING (PNC)**

Date	Document Number	Payee Name / Description	Amount
09/23/2022	ACH5308	GRAY MATTER SYSTEMS INC	\$ 3,700.00
09/09/2022	ACH5256	Hach Company	\$ 3,667.95
10/21/2022	ACH5422	SD Myers LLC	\$ 3,430.00
10/21/2022	ACH5420	RING POWER CORPORATION	\$ 3,293.60
10/07/2022	ACH5347	Cool Today	\$ 3,232.45
09/09/2022	39625	AMAZON	\$ 3,224.27
10/21/2022	ACH5401	HAZEN AND SAWYER	\$ 3,158.60
10/25/2022	ACH10252022	PNC Bank	\$ 3,132.00
10/07/2022	ACH5333	1& Done Handyman LLC	\$ 3,086.72
10/21/2022	ACH5373	Air Mechanical & Service Corp	\$ 2,975.06
10/07/2022	ACH5357	MCMaster-CARR SUPPLY CO	\$ 2,897.91
10/07/2022	39645	DEX IMAGING	\$ 2,751.13
10/21/2022	ACH5378	Briggs Equipment Inc.	\$ 2,594.10
09/23/2022	ACH5294	Cimtec Automation, LLC	\$ 2,563.09
10/07/2022	39655	Sewer Viewer Inc	\$ 2,500.00
09/09/2022	ACH5262	Markay Consulting Group LLC	\$ 2,400.00
09/09/2022	ACH5277	Vanguard Cleaning Systems of SW Florida	\$ 2,400.00
10/07/2022	ACH5367	Vanguard Cleaning Systems of SW Florida	\$ 2,400.00
10/07/2022	39644	DESOTO AUTOMOTIVE ENTERPRISES INC	\$ 2,316.99
10/21/2022	ACH5407	JOHNSON ENGINEERING INC	\$ 2,208.95
09/23/2022	ACH5314	KEETON'S OFFICE & ART SUPPLY	\$ 2,203.33
09/09/2022	ACH5276	USA Bluebook	\$ 2,122.13
10/07/2022	39641	BOB DEAN SUPPLY INC	\$ 2,102.75
10/21/2022	ACH5413	MSC INDUSTRIAL SUPPLY CO	\$ 2,049.48
09/23/2022	ACH5316	MADER ELECTRIC INC	\$ 1,950.00
09/23/2022	ACH5323	PROGRESSIVE WATER RESOURCES LLC	\$ 1,950.00
10/07/2022	ACH5355	KONE Inc	\$ 1,922.76
09/23/2022	ACH5279	Advanced Overhead Systems	\$ 1,775.00
10/07/2022	ACH5345	CED - Port Charlotte	\$ 1,730.75
09/23/2022	ACH5291	CenturyLink-6358	\$ 1,644.89
10/07/2022	39638	AMAZON	\$ 1,375.25
10/21/2022	ACH5394	ENVIRONMENTAL PR GROUP	\$ 1,350.00
10/21/2022	ACH5397	Fisher Scientific	\$ 1,338.80
10/07/2022	ACH5364	ROGERS PETROLEUM INC	\$ 1,332.41
10/07/2022	39654	SARASOTA TROPHY & AWARDS INC	\$ 1,303.15
10/07/2022	ACH5351	G-TEC Equipment Services	\$ 1,265.00
10/21/2022	ACH5411	Matt's Lawn Service	\$ 1,250.00
09/09/2022	ACH5244	Briggs Equipment Inc.	\$ 1,214.00
10/21/2022	ACH5428	THERMO ELECTRON NORTH AMERICA LLC	\$ 1,141.00
09/23/2022	ACH5317	MOCK ENGINEERING TECHNOLOGIES	\$ 1,120.00
09/23/2022	ACH5304	Fisher Scientific	\$ 1,071.38
09/09/2022	39635	U.S. BANK EQUIPMENT FINANCE	\$ 1,052.67
10/21/2022	39675	U.S. BANK EQUIPMENT FINANCE	\$ 1,052.67
10/07/2022	ACH5354	KEETON'S OFFICE & ART SUPPLY	\$ 970.39
09/23/2022	ACH5318	MSC INDUSTRIAL SUPPLY CO	\$ 946.21
09/09/2022	ACH5239	BENCHMARK ENVIROANALYTICAL INC	\$ 946.00
10/21/2022	39663	DESOTO AUTOMOTIVE ENTERPRISES INC	\$ 897.17
10/07/2022	39648	HOME DEPOT	\$ 895.36
10/21/2022	ACH5417	PRO-CHEM INC	\$ 888.60
10/21/2022	39669	HOME DEPOT	\$ 888.19
09/23/2022	ACH5303	EUROFINS EATON ANALYTICAL, LLC	\$ 880.00
09/09/2022	39626	BOB DEAN SUPPLY INC	\$ 876.73
09/09/2022	ACH5275	TRANSCAT INC	\$ 861.02
09/09/2022	ACH5264	MIS Moss Integration Solutions Inc	\$ 860.68
09/09/2022	ACH5271	PRO-CHEM INC	\$ 836.14
10/07/2022	39656	SMITH RANCH & GARDEN INC	\$ 833.00
10/07/2022	39639	AWWA	\$ 777.00
10/21/2022	ACH5375	BENCHMARK ENVIROANALYTICAL INC	\$ 773.00
09/23/2022	ACH5332	WOMACK SANITATION INC	\$ 750.00
10/07/2022	39651	Metal Craft	\$ 743.74

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**CHECK REGISTER: SEPTEMBER & OCTOBER 2022****By Amount Largest to Smallest****PUBLIC FUNDS INTEREST CHECKING (PNC)**

Date	Document Number	Payee Name / Description	Amount
10/07/2022	ACH5358	MSC INDUSTRIAL SUPPLY CO	\$ 704.41
10/21/2022	ACH5387	COLE-PARMER INSTRUMENT CO	\$ 694.28
09/09/2022	ACH5263	Matt's Lawn Service	\$ 675.00
10/07/2022	39657	TEST GAUGE INC	\$ 647.50
09/09/2022	ACH5269	PHENOVA INC	\$ 609.20
09/23/2022	ACH5295	CINTAS	\$ 599.27
09/09/2022	ACH5267	NATIONAL BUSINESS FURNITURE, LLC	\$ 538.10
09/23/2022	ACH5319	NATIONAL BUSINESS FURNITURE, LLC	\$ 538.10
09/23/2022	ACH5309	Hach Company	\$ 528.71
10/21/2022	ACH5386	CINTAS FIRE 636525	\$ 525.00
10/07/2022	39650	Manatee County Utilities Department	\$ 521.14
09/23/2022	ACH5307	GRAINGER	\$ 511.33
09/09/2022	ACH5260	KEETON'S OFFICE & ART SUPPLY	\$ 509.00
09/23/2022	ACH5329	THE BANK OF NEW YORK MELLON	\$ 500.00
10/21/2022	ACH5385	CINTAS	\$ 474.63
09/23/2022	ACH5321	PHENOVA INC	\$ 470.00
09/23/2022	ACH5297	Cool Today	\$ 462.50
09/09/2022	39634	TRACTOR SUPPLY COMPANY CREDIT PLAN	\$ 457.96
09/09/2022	ACH5252	DMS-FINANCIAL MGMT SERVICES	\$ 447.83
10/07/2022	ACH5348	DMS-FINANCIAL MGMT SERVICES	\$ 447.45
09/09/2022	ADBT090922	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 444.75
09/23/2022	ADBT092322	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 444.75
10/07/2022	ADBT100722	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 444.75
10/21/2022	ADBT102122	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 444.75
09/09/2022	ACH5242	BLUSITE SOLUTIONS OF SOUTHWEST FLORIDA	\$ 433.48
10/07/2022	ACH5340	BLUSITE SOLUTIONS OF SOUTHWEST FLORIDA	\$ 433.48
10/21/2022	ACH5416	Precision Gate & Security Inc	\$ 400.00
10/21/2022	ACH5370	AA ELECTRIC SE INC	\$ 378.17
09/09/2022	ACH5247	CENTURYLINK	\$ 374.45
10/07/2022	ACH5346	CENTURYLINK	\$ 374.45
09/09/2022	ACH5254	Fisher Scientific	\$ 344.91
09/09/2022	39630	Manatee County Utilities Department	\$ 337.68
10/21/2022	ACH5412	MCMASTER-CARR SUPPLY CO	\$ 330.86
10/21/2022	39672	SAM'S CLUB	\$ 312.61
10/21/2022	ACH5431	WOMACK SANITATION INC	\$ 298.00
09/09/2022	ACH5240	Bird Barrier America Inc	\$ 290.91
09/23/2022	ACH5310	Heat Busters Air Conditioning & Heating	\$ 289.00
09/23/2022	ACH5298	Core & Main LP	\$ 285.80
10/07/2022	ACH5366	TRULY NOLEN BRANCH 079	\$ 275.00
10/07/2022	ACH5352	GRAINGER	\$ 267.65
09/09/2022	39631	SAM'S CLUB	\$ 254.22
09/09/2022	ACH5255	Frontier-941	\$ 250.53
10/07/2022	ACH5350	Frontier-941	\$ 250.53
09/23/2022	ACH5278	AA ELECTRIC SE INC	\$ 241.59
09/23/2022	ACH5305	FRONTIER COMMUNICATIONS-305	\$ 240.98
10/21/2022	ACH5398	FRONTIER COMMUNICATIONS-305	\$ 240.98
09/23/2022	ACH5280	AIRGAS USA LLC	\$ 240.29
10/07/2022	ACH5335	AIRGAS USA LLC	\$ 234.83
10/21/2022	39673	SHRM	\$ 229.00
09/23/2022	ACH5320	Navitas Credit Corp	\$ 211.58
10/21/2022	ACH5415	Navitas Credit Corp	\$ 211.58
09/23/2022	ACH5322	Pitney Bowes- Lease	\$ 209.85
10/21/2022	ACH5403	IDEXX DISTRIBUTION INC	\$ 205.97
09/09/2022	39636	Waste Pro Bradenton/Sarasota	\$ 195.00
10/07/2022	ACH5338	BENCHMARK ENVIROANALYTICAL INC	\$ 191.00
10/07/2022	39660	Waste Pro Bradenton/Sarasota	\$ 190.00
10/21/2022	39666	FLORIDA DEPT OF ECONOMIC OPPORTUNIT	\$ 175.00
10/07/2022	39652	NaturZone Pest Control	\$ 159.60
10/21/2022	39674	THE SUN	\$ 148.72
09/23/2022	ACH5292	Centurylink 3363	\$ 144.05

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**CHECK REGISTER: SEPTEMBER & OCTOBER 2022****By Amount Largest to Smallest****PUBLIC FUNDS INTEREST CHECKING (PNC)**

Date	Document Number	Payee Name / Description	Amount
10/21/2022	ACH5383	Centurylink 3363	\$ 143.77
10/21/2022	39664	DESOTO COUNTY SHERIFF'S OFFICE	\$ 135.00
10/21/2022	ACH5408	KEETON'S OFFICE & ART SUPPLY	\$ 134.95
10/21/2022	39676	VERIZON WIRELESS	\$ 133.28
09/23/2022	ACH5326	SUNSHINE ACE HARDWARE	\$ 131.49
09/09/2022	39633	TEST GAUGE INC	\$ 129.99
10/07/2022	ACH5337	AMAZON Business	\$ 118.33
10/21/2022	ACH5425	SUNSHINE ACE HARDWARE	\$ 117.10
10/07/2022	39658	TRACTOR SUPPLY COMPANY CREDIT PLAN	\$ 107.90
10/07/2022	39642	Braden River Utilities LLC	\$ 107.35
10/21/2022	39661	Braden River Utilities LLC	\$ 92.89
10/07/2022	39659	VERIZON WIRELESS	\$ 92.69
10/21/2022	ACH5389	Daniel J Roberts (V)	\$ 78.75
09/09/2022	ACH5266	MSC INDUSTRIAL SUPPLY CO	\$ 75.12
09/09/2022	ACH5273	SUNSHINE ACE HARDWARE	\$ 69.97
09/09/2022	39629	HOME DEPOT	\$ 69.95
09/23/2022	ACH5327	SUNSHINE STATE ONE CALL OF FL INC	\$ 68.68
10/21/2022	ACH5426	SUNSHINE STATE ONE CALL OF FL INC	\$ 68.68
09/09/2022	ACH5253	FEDERAL EXPRESS	\$ 43.19
10/21/2022	ACH5371	ADVANTAGE CARE INC.	\$ 40.00
10/07/2022	39640	BILL'S BOTTLED WATER SERVICE	\$ 32.25
10/07/2022	39646	FLORIDA DEPT OF TRANSPORTATION	\$ 20.96
10/21/2022	39665	DEX IMAGING	\$ 16.00
10/21/2022	ACH5396	FEDERAL EXPRESS	\$ 15.52
10/07/2022	39653	SAM'S CLUB	\$ 13.82
09/09/2022	39627	FLORIDA DEPARTMENT OF STATE	\$ 8.40
09/09/2022	39632	SHERIFF OF MANATEE COUNTY	\$ 5.00
10/21/2022	39668	FLORIDA DEPT OF TRANSPORTATION	\$ 4.84
Total			\$ 4,800,936.18

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
CHECK REGISTER: SEPTEMBER & OCTOBER 2022

CONSTRUCTION CHECKING (PNC)

Date	Document Number	Payee Name / Description	Amount
09/09/2022	CACH204	HDR ENGINEERING INC	\$ 572,435.41
09/09/2022	CACH205	TKW CONSULTING ENGINEERS INC	\$ 14,216.53
09/23/2022	CACH206	ASRUS LLC	\$ 6,360.00
10/07/2022	CACH207	Manson Bolves Donaldson Varn PA	\$ 25,800.00
10/07/2022	CACH208	TKW CONSULTING ENGINEERS INC	\$ 1,318.14
10/21/2022	2776	SOUTHWEST FLA WATER MGMT DIST	\$ 5,500.00
10/21/2022	CACH209	Brown and Caldwell	\$ 83,283.51
10/21/2022	CACH210	HDR ENGINEERING INC	\$ 771,303.99
10/21/2022	CACH211	KING ENGINEERING ASSOCIATES INC	\$ 44,919.75
Total			\$ 1,525,137.33

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

CHECK REGISTER: SEPTEMBER & OCTOBER 2022

Alphabetically by Vendor

CONSTRUCTION CHECKING (PNC)

Date	Document Number	Payee Name / Description	Amount
09/23/2022	CACH206	ASRUS LLC	\$ 6,360.00
10/21/2022	CACH209	Brown and Caldwell	\$ 83,283.51
09/09/2022	CACH204	HDR ENGINEERING INC	\$ 572,435.41
10/21/2022	CACH210	HDR ENGINEERING INC	\$ 771,303.99
10/21/2022	CACH211	KING ENGINEERING ASSOCIATES INC	\$ 44,919.75
10/07/2022	CACH207	Manson Bolves Donaldson Varn PA	\$ 25,800.00
10/21/2022	2776	SOUTHWEST FLA WATER MGMT DIST	\$ 5,500.00
09/09/2022	CACH205	TKW CONSULTING ENGINEERS INC	\$ 14,216.53
10/07/2022	CACH208	TKW CONSULTING ENGINEERS INC	\$ 1,318.14
Total			\$ 1,525,137.33

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

CHECK REGISTER: SEPTEMBER & OCTOBER 2022

Alphabetically by Vendor

CONSTRUCTION CHECKING (PNC)

Date	Document Number	Payee Name / Description	Amount
10/21/2022	CACH210	HDR ENGINEERING INC	\$ 771,303.99
09/09/2022	CACH204	HDR ENGINEERING INC	\$ 572,435.41
10/21/2022	CACH209	Brown and Caldwell	\$ 83,283.51
10/21/2022	CACH211	KING ENGINEERING ASSOCIATES INC	\$ 44,919.75
10/07/2022	CACH207	Manson Bolves Donaldson Varn PA	\$ 25,800.00
09/09/2022	CACH205	TKW CONSULTING ENGINEERS INC	\$ 14,216.53
09/23/2022	CACH206	ASRUS LLC	\$ 6,360.00
10/21/2022	2776	SOUTHWEST FLA WATER MGMT DIST	\$ 5,500.00
10/07/2022	CACH208	TKW CONSULTING ENGINEERS INC	\$ 1,318.14
Total			\$ 1,525,137.33

***PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
December 7, 2022***

**ROUTINE STATUS REPORTS
ITEM 3**

**Peace River Regional Reservoir No. 3 (PR³)
Preliminary Design**

ROUTINE STATUS REPORTS ITEM 3

Project Status Report

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

Date: December 7, 2022

Prepared by: Terri Holcomb, PE, Director of Engineering

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 \$3,625,000.

Current status

Work Order No. 2 'Peace River Regional Reservoir (PR³) Project Preliminary Design, Permitting and Third-Party Review' with HDR Engineering, Inc. includes environmental and geotechnical site characterization; 15% and 30% Design Documents; Development of the Basis of Design Report; environmental permit applications and mitigation strategy development. Board Approval of the Work Order No. 2 – Peace River Regional Reservoir (PR³) Project Preliminary Design, Permitting and Third-Party Review in the amount of \$7,249,966.00 occurred on February 3, 2022, with a completion date of June 31, 2023. The Project is currently on schedule and on budget.

Project History Briefing

Project: Peace River Regional Reservoir (PR3) Project Preliminary Design, Permitting and Third-Party Review

Date: December 7, 2022

Prepared by: Terri Holcomb, PE, Director of Engineering

The following information summarizes the historical milestones and key events to date for Work Order No. 2 - Peace River Regional Reservoir (PR3) Project Preliminary Design, Permitting and Third-Party Review Project.

- February 2022** Board approved the Peace River Regional Reservoir (PR3) Project Preliminary Design, Permitting and Third-Party Review Work Order No. 2 on February 3, 2022.
- March 2022** The Site Characterization Task commenced with the Geotechnical Kick-Off meeting on March 1st. The Wetland Delineations began on March 17th and continued on March 18th and again on March 28th – 30th. The first Monthly Progress Meeting was held on March 17th. Geotechnical field investigations began on March 14th with the equipment being mobilized to the Reserve. Soil/auger borings and other geotechnical investigations will continue through June.
- April 2022** The Monthly Progress Meeting was held on April 14th. Wetland delineations continued April 11th – 14th; and April 20th – 22nd. Geotechnical field investigations continued throughout the month of April.
- May 2022** The Monthly Progress Meeting was held on May 10th. The Consultant held a System Conveyance Workshop on May 2nd with Operations, Engineering and Water Resources staff. An Environmental Permitting / Mitigation Strategy meeting was held virtually on May 12th. Geotechnical field investigations continued through the month of May.
- June 2022** The Monthly Progress Meeting was held on June 9th, 2022. Geotechnical and Environmental field investigations continued through the month of June. A site visit to the existing intake structure was held on June 2 by the Consultant Team to coordinate siting and intake orientation design efforts.
- July 2022** The Monthly Progress Meeting was held on July 14, 2022. 15 % Design Drawings and Basis of Design Report was received on July 15th, 2022. On July 25th a Communications Workshop was held to review the Authority’s goals and messaging objectives for the PR3 Project. Authority staff met with FWC staff in Tallahassee on July 27th to discuss the benefits of restoration efforts on Orange Hammock.
- August 2022** A 15% Design – Review Workshop was held on August 16th with Consultant and Authority Staff to go over comments from Authority staff on the conceptual design. The

Monthly Progress Meeting was held on August 18th via MS Teams in conjunction with a meeting on the conceptual preliminary mitigation strategy. Consultant attended a discussion on the preparation of presentation items for the upcoming Professional Staff Meeting. The Consultant provided a 15% Cost Estimate for the PR3 Project on August 31st and also provided an MS Teams presentation on the basis of the estimates also on August 31st.

September 2022 The Consultant presented an update on the PR3 Project – 15% Preliminary Design Milestone at the Professional Staff Meeting held on September 7th in Sarasota County. The Consultant provided a Communications Project Fact Sheet on the PR3 Project on September 12th. The Consultant performed additional geotechnical work including piezometer water quality testing on the PR3 site on September 15th.

October 2022 The Consultant presented an update on the PR3 Project – 15% Preliminary Design Milestone at the Board Meeting on October 5, 2022. The Consultant held a meeting on October 11th to discuss conceptual ERP Permitting strategy and milestones. A 15% Design Review Workshop was held at the PRF on October 18th to review comments received on the 15% Design Plans and Cost Estimate and was in conjunction with the Monthly Progress Meeting. On October 25th the Consultant held meetings on easement acquisition and mitigation efforts.

November 2022 The Consultant held a 30% Design and Conveyance Pipeline Workshop at the PRF on November 1st. The Monthly Progress Meeting was held on November 10th.

***PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
December 7, 2022***

**ROUTINE STATUS REPORTS
ITEM 4**

**Regional Integrated Loop System Phase 2B Pipeline Project
Progressive Design-Build**

Project Status Report

Project: Regional Integrated Loop System Phase 2B Pipeline Project

Date: December 7, 2022

Prepared by: Ford Ritz, P.E., Project Engineer

The following information summarizes the project description and status. (see attached general project area figure).

Project Description

The Phase Regional Integrated Loop System Phase 2B Pipeline is approximately 13-miles of 42-inch diameter pipe beginning near the western end of the existing Phase 2 Regional Interconnect and 36-inch diameter Charlotte County Regional Transmission Main (CCTM), near the intersection of Harbor Boulevard and Veterans Boulevard in Charlotte County. As currently envisioned, based on the recently completed Phase 2B/2C Feasibility and Routing Study, the Phase 2B Pipeline will extend generally west and south, crossing the Myakka River terminating at or in the vicinity of the Charlotte County Utilities Gulf Cove Booster Station. The Phase 2B Pipeline Project will be delivered (designed, permitted and constructed) via Progressive Design-Build (PDB). The project includes metering facilities, telemetry, and other appurtenances appropriate to make the Phase 2B Project fully functional for transfer and delivery of finished water, and support a future connection with the Regional Integrated Loop Phase 2C Interconnect. As pointed out at the April 2022 Board Meeting, Phase 2B/2C implementation will be subdivided into two separate projects. The Phase 2C Interconnect is anticipated to begin in 2029.

Progressive Design-Build Team Selection Process

On June 24th, 2022, the Authority received four Statements of Qualification proposals on a timely basis for Progressive Design-Build Services. The first Professional Services Evaluation Committee (PSEC) meeting was held on June 30th and all four Teams were shorted-listed and proceed to the interview stage. One short-listed Team declined the opportunity to interview. PSEC interviews with presentations were held on July 14th, 2022, and the top two (2) Teams were recommended to the Board on August 3, 2022, for delivery of the Regional Integrated Loop System Phase 3C Pipeline Project and the Regional Integrated Loop System Phase 2B Pipeline Project.

Current Status

Regional Integrated Loopy System Phase 2B Project Schedule Overview

The Project will be subdivided into 2 Phases. The schedule includes:

Regional Integrated Loop System Phase 2B Pipeline Project
December 7, 2022

- Phase 1 – Includes - Contract for Progressive Design Build Services - scope and fee. Scope includes 60% design, property and permitting and GMP for Phase 2 Services. Scope/fee and Phase 1 Services are due September 20, 2022, for consideration at the October 5th, Board Meeting.
- Phase 2 – final scope and fee/GMP. Final scope and Phase 2 GMP includes, final design, construction, permitting, property acquisition, testing, and final completion. The Phase 2 GMP will be added to the Contract by Addendum and brought to the Board for consideration in October 2023.
- Phase 2B Pipeline Project final completion is scheduled for March 1, 2026.

On October 5, 2022, the Board approved the Contract with Woodruff and Sons Inc. for the Phase 2B Pipeline, and Phase 1 Design Services for 60% Design and development of the Guaranteed Maximum Price, in the amount of \$5,067,144.81.

Woodruff and Sons, Inc. submitted all insurance requirements for the Phase 2B Contract. The Contract was executed by the Authority and the Notice-to-Proceed for the project was issued to Woodruff and Sons, Inc., November 10, 2022.

Project History Briefing

Project: Regional Integrated Loop System Phase 2B Pipeline Project

Date: December 7, 2022

Prepared by: Ford Ritz, P.E., Project Engineer

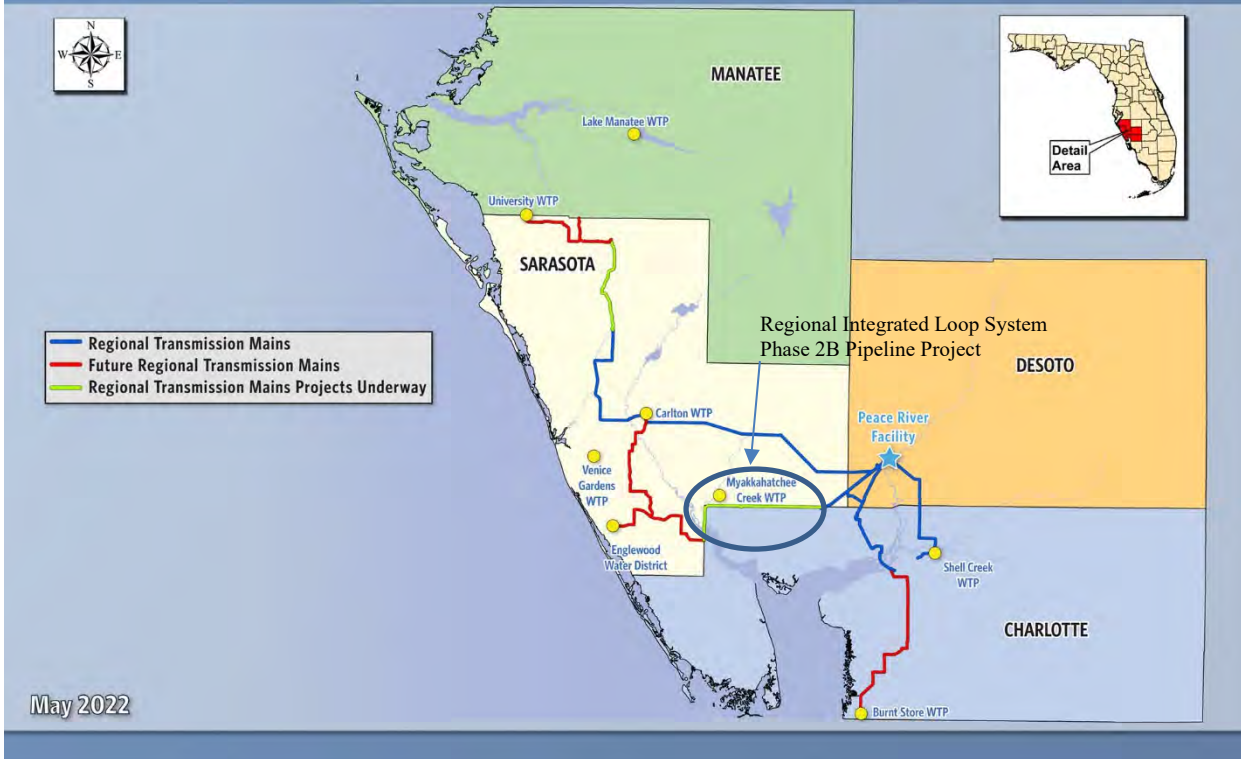
The following information summarizes the historical milestones and events of the Regional Integrated Loop System Phase 2B Project

- Project History – The Board approved the Contract for Professional Services with Kimley Horn Associates, Inc. (KM) for the ‘Regional Integrated Loop System Phase 2B and Phase 2C Feasibility and Routing Study’ on December 2, 2020, in the amount of \$399,960. Kimley Horn was issued the Notice-to-Proceed on January 6, 2021. The Project was completed on time and within budget. Subsequently, the project was subdivided into two separate pipeline projects, the Phase 2B and Phase 2C.
- April 6, 2022, Board Meeting – KH presented the recommended route for the Phase 2B Interconnect Pipeline (2B.1) to the Board. The Authority stated that going forward the PH2B/2C project would proceed as two separate Projects, the PH2B Interconnect Pipeline and the PH2C Interconnect Pipeline. The PH2B Pipeline will use a Progressive Design Build Delivery approach for design and construction of the project. Final construction completion for the Phase 2B Pipeline Project is anticipated to be March 1, 2026. The PH2C Pipeline Project has been deferred until 2029 based upon projected water demands from Regional Customers/Members per the Authority’s Capital Improvements Project (CIP) and Capital Needs Assessments (CNA) planning. The Board approved, a Motion for the Recommended PH2B Route, and a Motion for the Interlocal Agreement between Charlotte County and the Authority for the PH2B Project.
- May 24, 2022 - The Authority advertised for Statements of Qualifications (SOQs) for Progressive Design-Build Services for the Regional Integrated Loop Phase 2B and Phase 3C Pipelines. Per the Information Package, the Authority will make two awards, one for the Phase 2B Project and one for the Phase 3C Project. The top-rated Progressive Design-Build Team will select either the Phase 2B Project or the Phase 3C Project. The second highest rated Team will be select the other pipeline project.
- June 7, 2022 – Addendum No. 1 – Updates to Information Package - was posted for Progressive Design-Teams expressing interest.

- June 7, 2022 – Addendum No. 2 – Response to Questions – was posted.
- June 14, 2022 – Addendum No. 3 – Response to Questions (final) – was posted.
- June 24, 2022 – Four Progressive Design-Build Team SOQ packages were timely received. Each PDB Team consists of a Prime Contractor and Prime Engineer. Teams in alphabetical order include:
 - Garney Companies and Ardurra Group
 - Quality Enterprises and GradyMinor & Associates
 - Westra Construction and McKim & Creed
 - Woodruff & Sons and Kimley Horn
- June 30, 2022 – The first Professional Selection Evaluation Committee (PSEC) meeting was held, and all four Design Build Teams were short listed. The PSEC included 3-Authority representatives and one representative each, from Charlotte and Sarasota Counties. Per Committee Member evaluations of SOQ Proposals:
 - Garney Companies and Ardurra Group – rated first
 - Westra Construction and McKim & Creed – rated second
 - Woodruff & Sons and Kimley Horn – rated third
 - Quality Enterprises and GradyMinor & Associates – rated four (declined presentation and interview)
- July 14, 2022 – The second PSEC meeting was held for presentations and interviews. Woodruff & Sons, Inc. was recommended for the Phase 2B Regional Integrated Loop System Interconnect Project.
- August 3, 2022 – The Board Approved the PSEC’s recommendation of Woodruff & Sons Inc., Design-Build Team for delivery of the Regional Integrated Loop System Phase 2B Pipeline. Staff began preparation of the Contract Documents on August 5th, 2022.
- September – Staff continues to negotiate Contract Documents including the Agreement, General Conditions, Exhibits, and Phase 1 Design Services Fee for the Project. The Regional Integrated Loop System Phase 2B Pipeline Project – Phase 1 Services Contract will be presented to Board for approval at the October 5, 2022 meeting.
- October 5, 2022 – Board approved the Contract with Woodruff and Sons Inc. for the Phase 2B Pipeline Project and Phase 1 Design Services for the 60% Design and development of the Guaranteed Maximum Price in the amount of \$5,067,144.81.
- November 1, 2022 – Woodruff and Sons submitted final insurance requirements for the Contract.
- November 8, 2022 – Woodruff and Sons submitted the Draft Technical Memorandum No.1 for Pipeline Material and size and draft 10% design drawings.

- November 10, 2022 – The Authority executed the Contract and issued the Notice-to-Proceed for the Phase 2B Pipeline, Progressive Design-Build Project to Woodruff and Sons, Inc.

Peace River Manasota Regional Water Supply Authority Regional Vision for 2042



***PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
December 7, 2022***

**ROUTINE STATUS REPORTS
ITEM 5**

**Regional Integrated Loop System Phase 3C Pipeline Project
Progressive Design-Build**

Project Status Report

Project: Regional Integrated Loop System Phase 3C Pipeline Project

Date: December 7, 2022

Prepared by: Mike Knowles, P.E., Engineering & Projects Sr. Manager

The following information summarizes the project description and status (see attached general project area figure).

Project Description

The Regional Integrated Loop System Phase 3C Pipeline Project (Project) includes the design and construction of approximately 42,500 LF of 42-inch diameter pipe, a new 10 MGD pumping facility (expandable to 30 MGD) located near the northern end of the Project, and one finished water ground storage tank (estimated 5 MG). The project includes metering facilities, chemical adjustment, telemetry, backup power supply, and other appurtenances as deemed appropriate to make the project fully functional for water transfer and delivery. The pipeline begins at the northern end of the existing Regional Integrated Loop Phase 3B pipeline within Sarasota County near State Road 72 immediately east of Cow Pen Slough Canal. The pipeline will then extend generally north to the approximate vicinity of the intersection of Fruitville and Lorraine Roads where it will terminate at a delivery location with Sarasota County utilities existing infrastructure. The delivery of potable water through this pipeline needs to offer a high degree of flexibility to enable the delivery of the required supply and facilitate a future extension/expansion of the regional water transmission system to support future regional supply and connectivity goals.

Current Status

After the October 2022 Board meeting approved the Phase 1 60% Design contract for the Design-Build Team, the Team is nearing completion of the 30% plans and well as getting input from key stakeholders including Sarasota County Utilities, Sarasota County Public Works, the City of Sarasota, and the Authority. Voluntary easement acquisition is ongoing with initial contact made with parcel owners. The Design-Build Team has been soliciting bids for the early procurement of materials meeting the Authority's purchase policy and is prepared to submit bids to the Authority for owner direct purchase.

Regional Integrated Loop System Phase 3C Project Schedule Overview

The Project will be subdivided into 2 Phases. The schedule includes:

- Phase 1 – Includes - Contract for Progressive Design Build Services - scope and fee/Guaranteed Maximum Price (GMP). Scope includes 60% design, property and permitting. Scope/fee and Phase 1 GMP due September 20, 2022, for consideration at the October 5, Board Meeting.
- Phase 2 – final scope and fee/GMP. Final scope and Phase 2 GMP includes, final design, construction, permitting, property acquisition, testing, and final completion. The Phase 2 GMP will be added to the Contract by Addendum and brought to the Board for consideration in February 2023.
- Regional Integrated Loop Phase 3C Pipeline Project final completion is scheduled for March 1, 2025.

Project History Briefing

Project: Regional Integrated Loop System Phase 2B Pipeline Project

Date: December 7, 2022

Prepared by: Mike Knowles, P.E., Engineering & Projects Sr. Manager

The following information summarizes the historical milestones and events of the Regional Integrated Loop System Phase 3C Project

History of Project Development

Phase 3C Feasibility and Routing Study Solicitation for Qualifications

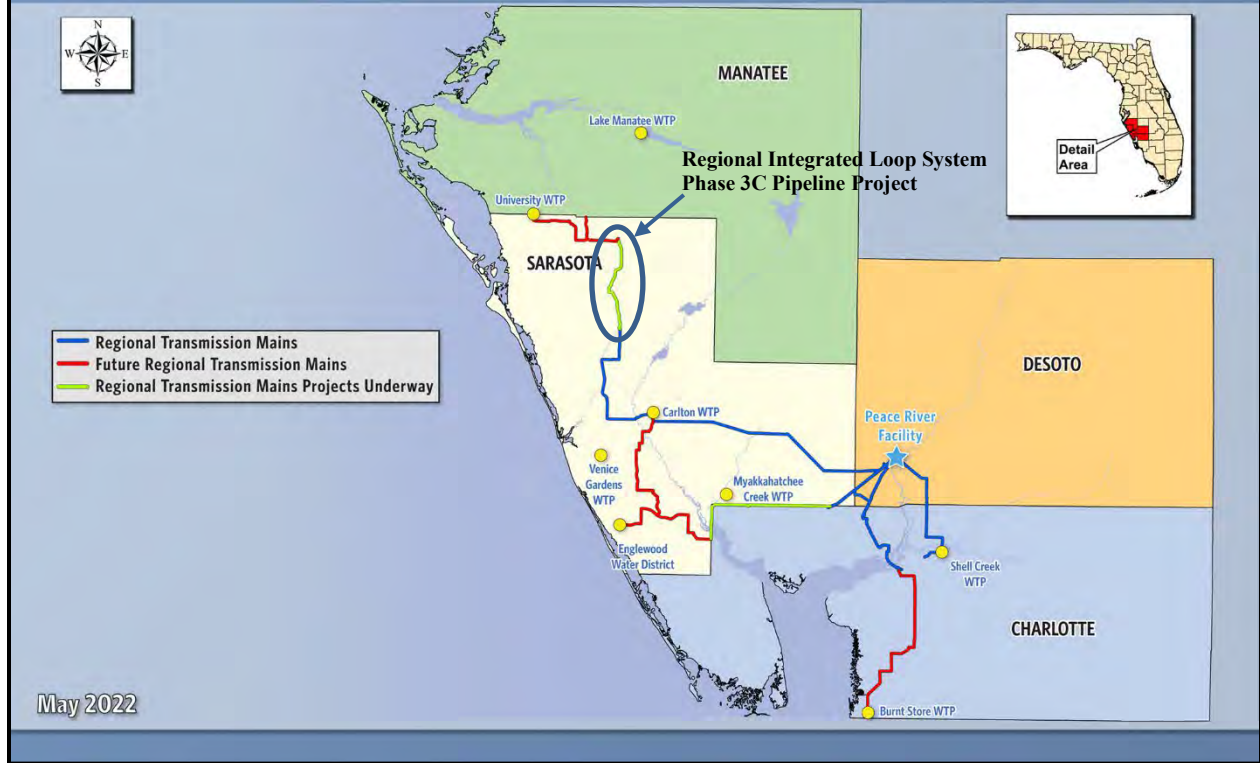
On June 23, 2020, a request for qualifications for a feasibility and routing study was advertised. Eight firms submitted qualifications on time. On August 11, 2020, three firms were shortlisted, based on Statement of Qualification, by the Authority Professional Selection Evaluation Committee (PSEC) for presentations and interviews. On September 2, 2020, Wade-Trim, Inc. was selected by the PSEC after presentations and interviews. The PSEC selection was approved by the Board on September 30, 202 and the professional services contract for Wade-Trim, Inc. on the feasibility and routing study was approved by the Board in December of 2020. The study was completed, and the results accepted by the Board in April 2022. The milestones of this study are detailed in the June 2022 Routine Status Report, Item 6.

Progressive Design-Build Solicitation for Qualifications

On May 24, 2022, a request for qualifications for Progressive Design-Build Services was advertised. Four Design-Build Teams submitted qualifications on time. On June 30, 2022, all four teams were shortlisted, based on the Statement of Qualification, by the Authority Professional Selection Evaluation Committee (PSEC) for presentations and interviews. On July 14, 2022, the Garney Companies, Inc., Progressive Design Build Team was selected by the PSEC after presentations and interviews for the Phase 3C project. On August 3rd, 2022 the Board approved the PSEC recommendation of Garney Companies, Inc. Design-Build Team for the Regional Integrated Loop System Phase 3C Pipeline Project.

- August 3, 2022 – The Board Approved the PSEC’s recommendation of Woodruff & Sons Inc., Design-Build Team for delivery of the Regional Integrated Loop System Phase 2B Pipeline. Staff began preparation of the Contract Documents on August 5th, 2022.
- September 2022 – Staff continues to negotiate Contract Documents including the Agreement, General Conditions, Exhibits, and Phase 1 Design Services Fee for the Project. The Regional Integrated Loop System Phase 3C Pipeline Project – Phase 1 Services Contract will be presented to the Board for approval at the October 5, 2022 meeting.

Peace River Manasota Regional Water Supply Authority Regional Vision for 2042



***PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
December 7, 2022***

**ROUTINE STATUS REPORTS
ITEM 6**

DeSoto Booster Pumping Station Project

Project Status Report

Project: **Desoto Booster Pump Station Modifications**
Formerly Known As – PRMRWSA Project Prairie Pump Station Acquisition and
Modification Project

Date: December 7, 2022

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

The Interlocal Agreement, between the Authority and Desoto County for the Acquisition of the Project Prairie Facilities has been executed and recorded. Additionally:

- Contract for Sale Purchase of the Property has been executed
- Ingress/Egress Easement for the Wastewater Lift Station (for Desoto County) has been executed

The Authority's Engineer-of-Record (Ardurra) was issued the Notice-to-Proceed for Work Order No. 1 - Design, Permitting and Construction Phase Services on March 25, 2022.

The Project Bid Opening was August 17, 2022. Three Contractors submitted bids on a timely basis. The apparent low bidder was TLC Diversified, Inc. (TLC) at a bid price of \$1,1196,000. Ardurra the EOR reviewed the bids forms, checked TLC references and recommends Award of the Construction Contract to TLC.

At the October 5, 2022, Board Meeting – Board approved the TLC Construction Contract. The P.O. for the Work Order, under TLC's Continuing Services Contract was executed on October 12, 2022, and forwarded to TLC. The Notice-to-Proceed will be issued in early January 2023. Substantial Completion is 145 calendar days from the date of Notice-to-Proceed. Final Completion is 175 calendar days from the date of Notice-to-Proceed.

Project History Briefing

Project: **Desoto Booster Pump Station Modifications**
Also Known As – PRMRWSA Project Prairie Pump Station Acquisition and
Modification Project

Date: December 7, 2022

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 (Engineer of Record) is an Authority as needed consultant.
- October 12, 2021 – The FDEP Grant Agreement (LPA0208) for \$200,000 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 was held 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.
- December 2021 – The Interlocal Agreement between the Authority and DeSoto County for the Acquisition of the Project Prairie Facilities, generally consisting of a 500,000-gallon ground storage tank and associated piping, a 5 MGD booster pump station and chemical feed system, yard piping and emergency generator was Board approved on December 1, 2021, and by the DeSoto County BOCC on December 14, 2021. The Document includes:
 - Interlocal Agreement providing for Authority acquisition of the Facilities for \$748,731.53 – which will be co-funded by SWFWMD and the State of Florida.
 - Contract for the Sales and Purchase of the site property parcel by the Authority for \$36,000 from DeSoto County.

- January 25, 2021 – Closing on the purchase/sale of the property with Desoto County was completed.
- January 28, 2021- Authority held a scoping meeting with Ardurra (Engineer-of-Record) at the Project Prairie Facility, to tour the facility and discuss items to be included in Ardurra’s scope of work for modifications/upgrades to be included in Ardurra’s Work Order for Engineering Services. In general, items discussed included:
 - Underground repumping piping
 - Meter upgrades
 - Radio and antenna for Authority to monitor facility operations
 - SCADA/PLC Systems integration
 - Walmart fire flow pipeline – connect directly to Regional Piping
 - Chemical feed/trim facilities improvements

It is anticipated that Ardurra will submit their draft scope of work in mid-March.

- March 10, 2021- The SWFWMD Q248, Funding Agreement-22CF0003723 for Project Prairie Facilities Acquisition and Modification Project entered into.
- March 25, 2022 – Ardurra was issued the Notice-to-Proceed for Work Order 1., for the DeSoto County Pumping Station Modification Project (DCBPS). W.O.1 lump sum cost is \$85,300.
- April 1, 2022 - PRMRWSA Staff and Ardurra Staff met with DeSoto Counties Utilities at the DCBPS site to discuss day-to-day operations of the Facility. DeSoto County will continue to operate the Facility for the Authority per the Interlocal Agreement.
- April 14, 2022 – The SWFWMD Co-Funding Agreement (Q248) “Task Schedule and Budget Adjustment” was entered into. Construction and Engineering costs were adjusted, and the construction schedule was extended. The total cost for acquisition, design and construction of Facility Improvements did not change.
- May 11, 2022 – A Teams meeting was held with Ardurra and Authority staff to discuss progress on the 60% design. Per discussion, the tank inlet meter will be upgraded, and the pump station discharge meter upgrade will most likely be included as an alternative. Ardurra stated that the technical specifications have been completed.
- May 25, 2022 – Ardurra Instrumentation and Controls (I & C) Engineer met with Authority staff at the DeSoto Booster Pump Station to gather additional information and discuss existing operation. Discussions included how DeSoto County operates the facility currently, the County SCADA system and a potential new location for the radio antenna tower.

- May 27, 2022 – Ardurra and Authority met via teams with the Operations Manager at the Walmart Distribution Center (Stewart Heintz) to discuss the connection and water delivery for fire flow from the DeSoto Booster Pump Station (DBPS) to the Walmart Distribution Center. Mr. Heintz discuss in general how the Walmart Fire Protection system works, how often they test their fire protection system and the components of the fire protection system. Mr. Heintz stated that Walmart has no issues with the fire flow connection and water delivery service from DBPS. The Authority and Ardurra discussed components of the upcoming project with Mr. Heintz and potential schedule.
- June 5, 2022 – Ardurra submitted 90% Interim Drawings and Div. 13 Instrumentation & Control Specifications, based on feedback from the Authority on the 60% Design Drawings and Specifications.
- June 7, 2022 – A Design review meeting was held at the Peace River Facility. The meeting attended by Ardurra and Authority staff. Design elements, instrumentation and controls/SCADA, Contract documents/bid form, permitting and the project schedule were discussed.
- June 10, 2022 – The Ardurra Interim 90% Design and Div. 13 Instrumentation & Control Specifications were forwarded to the District for review.
- June 17, 2022 – The Authority staff held a conference call with Ardurra Instrumentation and Control staff to discuss, equipment upgrades, and coordination between the existing DeSoto County SCADA system and Authority SCADA system.
- June 27, 2022 – Ardurra submitted 90% Design Contract Documents for the DeSoto County Pump Station Modifications to the Authority for review.
- July 6, 2022 – The Authority forwarded review comments of 90% Design Contract Documents submittal to Ardurra.
- July 13, 2022 – Ardurra submitted the Bidding Documents to the Authority for review. The Documents were forwarded to the SWFWMD.
- July 18, 2022 - The Invitation to Bid was posted on the Authority Webpage by Procurement. Contractors in the Authority’s library of As Needed Construction Contractors: Water Treatment Process & Pipeline Construction, Repair & Replacement were invited to Bid.
- July 18, 2022 – Ardurra applied for the FDEP 62-555.900 Specific Permit to Construct PWS Components.
- August 1, 2022 – The pre-bid conference was held at the PRF followed by a site visit. Attendees include Authority Staff, Ardurra Staff, SWFWMD Staff and Contractors.
- August 5, 2022 – Addendum 1 was posted on the Authority Webpage by Procurement.

- August 17, 2022 – Three Bids were timely submitted. The apparent low bidder was TLC Diversified Inc. at \$1,1196,000. Other Contractor Bids included Garney at \$1,500,000 and Kiewit at \$1,432,000.
- August 30, 2022 – The Notice of Intended Decision (NOID) was posted on the Authority webpage by Procurement.
- September 8, 2022 – FDEP issued the Permit to Construct – Permit No. 78714-028-WC. The permit was forwarded to SWFWMD.
- September 19, 2022 – Ardurra submitted the Engineers Recommendation Letter for Award Approval to TLC Diversified Inc. Back up included bid forms, bid tab and reference conformations.
- October 5, 2022 – The P.O. for the Desoto Booster Pump Station Modifications Project Construction Contract to TLC Diversified was Board Approved. The P.O. is incorporated by reference to the December 1, 2022 Agreement for As Needed Water Treatment and Pipeline Construction, Repair & Replacement services between TLC and the Authority. Funding for the construction includes \$220,484 from SWFWMD and \$975,516 from the Authority system-wide benefit Capital Improvements Project (CIP).
- October 19, 2022 – The executed P.O. for the Work Order under TLC's Continuing Services Contract was forwarded to TLC and SWFWMD. The Notice-to-Proceed will be issued to TLC in January 2023. Currently TLC is working on materials submittals and federal funding waivers. SWFWMD and FDEP are currently finalizing the agreement for American Rescue Plan Act federal funds being funneled to SWFWMD via FDEP.

- November 10, 2022 – The Authority sent a request to SWFWMD to extend the co-funding agreement expiration date for the following reasons:
 - impacts of hurricane Ian - TLC ongoing projects
 - hurricane impacts at the Peace River Facility
 - finalization of the agreement between FDEP and SWFWMD for federal funding

In discussions, all parties Authority, SWFWMD, Ardurra and TLC agreed to a delay of the Notice-to-Proceed until early January 2023.



Peace River Manasota Regional Water Supply Authority Regional Vision for 2035



***PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
December 7, 2022***

**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 17, 2022

Mosaic Fertilizer, LLC- South Fort Meade Mine Eastern Extension

In August 2022, Mosaic Fertilizer, LLC (“Mosaic”) submitted an application to the Florida Department of Environmental Protection (“DEP”) for an environmental resource permit (“ERP”) for its South Fort Meade Eastern Extension (the “SFM-EE”) mine. On September 2, 2022, DEP issued a request for additional information to Mosaic, and Mosaic responded on September 26, 2022. The proposed SFM-EE mine boundary is 3,170-acres. The SFM-EE project area will be comprised of the 3,170-acre mine boundary, as well as a 971-acre access/utility corridor and 202-acre dragline walkpath. SFM-EE is located east of Mosaic’s South Fort Meade Mine-Hardee County and South Fort Meade Mine-Eastern Reserves (“SFM-ER”).

The proposed project includes the mining of phosphate ore within the SFM-EE mine boundary to extend operation of the South Fort Meade Mine beneficiation plant, as well as construct necessary infrastructure. More specifically, the proposed access/utility corridor is 8.0-miles long, extending from the existing South Fort Meade mine boundary to the proposed SFM-EE mine boundary, and the proposed dragline walk path corridor extending from the SFM-ER mine boundary to the access/utility corridor is 4.2-miles long.

The SFM-EE project will impact 627.0 acres of wetlands and other surface waters. Mosaic's application includes permittee-responsible off-site mitigation plans to fully offset impacts within the limits of the proposed disturbance within the SFM-EE project area. The proposed mitigation is located in the same drainage basin as the proposed impacts—the Peace River Basin.

The existing South Fort Meade Mine water management system will be extended to service the SFM-EE property. The application explains that Mosaic will construct a berm around the perimeter of all active mining areas to sever the mining operations from waters of the state. Process water from the mine will be released to waters of the state only through outfalls permitted by DEP under its Industrial Wastewater ("IW") Facilities Programs and Rules (i.e. the National Pollution Discharge Elimination System Program), following treatment. A controlled outfall to surface waters will be installed and located as authorized by the IW Permit No. FL003795. The application also identifies two potential outfall locations, and explains that one of these two locations will be selected following completion of an ongoing water quality based effluent limitations study if approved by the DEP in the IW permit.

In the application, Mosaic also states that it continues to evaluate future additions to the SFM-EE mine boundary as well as lands that adjoin existing mine boundaries. If properties are acquired that will be mined, separate applications will be filed in the future.

All of the SFM-EE Mine Boundary drains west and southwest into Charlie Creek (Charlie Creek flows south until it connects into the Peace River), and the project area is wholly located in the Peace River watershed.

Mosaic Fertilizer, LLC-Four Corners Mine, Ona Mining Area WQBEL Study

On September 22, 2022, notice was published of a Mosaic Water Quality Based Effluent Limits (“WQBEL”) Plan of Study related to Mosaic’s Four Corners Mine (Permit ID # FL0036412). On October 24, 2022, the Peace River Manasota Regional Water Supply Authority (“Authority”) submitted a letter containing its comments on Mosaic’s “Plan of Study for a Level II Water Quality Based Effluent Limitation Study, Mosaic Ona Mining Area (June 2022)” (“Study”). The stated purpose of the Study is to assess water quality to establish appropriate WQBELs associated with the proposed new discharge from the Ona Mining Area of the Mosaic Four Corners Mine to meet existing water quality criteria for Horse Creek. The Authority’s letter requests that DEP’s evaluation of the sufficiency of the WQBEL Study, and associated permit conditions, take the Authority’s downstream regional public water supply source into consideration.

Mosaic Fertilizer, LLC- South Fort Meade Mine Industrial Wastewater Facility Permit

On October 6, 2022, DEP published notice of its intent to issue a renewal of Mosaic’s Industrial Wastewater Facility Permit (IW Permit No. FL0037958) for continued operation of its South Fort Meade Mine Facility in Polk County. There are no proposed changes in the permitted activities. This permit authorizes the discharge of treated excess wastewater from its mining and beneficiation activities through 4 designated outfalls: Outfall D-001 discharges to the Peace River, Outfall D-002 discharges to Parker Branch (a tributary of the Peace River), and Outfalls D-003 and D-003, each discharge to Little Charlie Creek (also a tributary of the Peace River). This permit also includes requirements to monitor potential impacts to groundwater.

On October 14, 2022, Mosaic submitted an application for a substantial permit modification of IW No. FL0037958. Specifically, this application requests to construct a proposed Clay Settling

Area (“CSA”) SFM-11 at the South Fort Meade Mine. The application explains that the construction of the proposed CSA SFM-11 is not expected to cause any changes or issues for the existing South Fort Meade Mine outfalls and there are no proposed changes in processing nor increase in production rates. The application also explains that, on March 11, 2022, Mosaic submitted an application for ERP MMR_221122-037 for South Fort Meade Infill Parcels (which includes an approximately 132-acre boundary extension within the South Fort Meade – Hardee mining area) that requested the additional South Fort Meade mining area to be included as part of the NPDES boundary, presuming approval of the ERP. On November 14, 2022, DEP issued a request for additional information to Mosaic, requesting additional information, submittal of, and/or changes to the following: the Figure 2 Outfall Locations and Aerial; geotechnical information and boring locations; proposed pond construction details; cross sections for access roads, pipeline ramps, and installation of a discharge structure; the flow net analyses and stability analysis in the Geotechnical Report; and a piezometer location plan.

Mosaic Fertilizer, LLC- Fort Green Mine Manson Jenkins Tract

On August 17, 2020, Mosaic submitted an application requesting modification of its existing 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, and authorized impacts to 296.3 acres of wetlands and other surface waters and required mitigation.

On December 10, 2021, Mosaic submitted an application to modify ERP MMR_142476-094, which was approved on November 10, 2022. The following modifications to the ERP were made: 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”); and the inclusion of all impact and mitigation acres for WFHC crossing. This ERP modification also extends the permit expiration date by an additional 15 years to December 31, 2036.

The Fort Green Mine is located in Manatee County, adjacent to Duette Road, and within the Horse Creek sub-basin in 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 to the permit renewal application seeking authorization to transport/accept first-stage lime treated water from the Bartow Facility for further treatment and discharge at the Bonnie Facility. 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), 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). 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 January 26, 2022, the United States Environmental Protection Agency ("EPA") issued a letter to DEP informing them that, in accordance with the EPA/DEP Memorandum of Agreement ("MOA"), the EPA needs to invoke the 60-day extension provision in the MOA to review the above-referenced draft NPDES permit and accompanying materials received by the EPA on December 28, 2021. The letter stated that EPA staff request this further review time to gather additional information pertinent to this permit reissuance, and correspondence from EPA accompanying the letter explained that the reason for the request for extra time was to coordinate their review with their water quality standards and listing and assessment staff.

Although the 60-day extension period explained above has since expired, as of the date of this report, no new documents, including a new permit, have been added to the DEP online database for this permit other than results from a June 2, 2022 whole effluent toxicity test.

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- Bartow Facility Cracks/Repair

On October 4, 2022, Mosaic notified DEP that, during routine inspection activities at the North Gypsum Stack of the Bartow Facility, Mosaic discovered a crack in the north cell dike

(approximately 3 feet deep and 4 inches wide), 10 feet above the current water level, and liner damage at a seam in the south cell approximately 3 inches wide that extends below the water level. On October 11, 2022, Mosaic notified DEP that the crack in the North cell dike had been repaired, with Ardaman and Associates, Inc. (“Ardaman”) supervising and certifying the work. In addition, it explained that the water level in the south cell, which was raised in preparation for Hurricane Ian, was actively being lowered to facilitate access for repair. On October 27, 2022, Ardaman issued a construction quality assurance report for the completed repairs to the crack in the north cell dike.

Additionally, on October 25, 2022, Mosaic notified DEP that on October 17, 2022, Mosaic discovered tears, ranging in length from 1 inch to 28 inches, in the vicinity of the North and South Gypsum Stacks at the Bartow Facility. Two of the tears, located on the North Gypsum Stack-South Pond, extend below water level. The notice explained that Mosaic reacted promptly and that the tears will be 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- Green Bay Facility

On May 5, 2021, DEP issued a final permit to Mosaic in response to its application (NPDES FL0000752-020-IW1S/RA) to DEP for a major modification of the wastewater discharge permit for its Green Bay Facility (the “2021 Permit”). The Green Bay Facility permanently discontinued all manufacturing activities and was idled in 2006, and plant closure was initiated in 2012. The 2021

Permit authorized reactivation of the then inactive lined Green Bay Lined North Gypsum Stack (“Lined North Gypstack”) to re-initiate or resume its use to accommodate ongoing phosphate manufacturing. The 2021 Permit for resuming operation of the Lined North Gypstack was limited to the dimensions that were previously permitted for construction by DEP (under PA File No. FL0000752-003-IW1N/RA) and included modifications to specific operations to incorporate the transfer of phosphogypsum from the Bartow Facility for use at the Green Bay Facility.

On August 25, 2022, DEP received an application from Mosaic to modify its NPDES Permit No. FL0000752 for its Green Bay Facility (PA File No. FL0000752-023-IW1N/RO) to include: a modification to the North Stack’s west ditch to improve runoff and seepage water conveyance into the regional holding pond; enhancement to the 30-acre South surge pond (“SSP”); and improvements to the foundation drainage within the closed cooling pond area. The application explains that this minor modification will provide enhanced and continued operation of the gypsum stack system and the construction work is not expected to cause any substantial change in phosphate processing. On September 23, 2022, DEP issued a request for additional information to Mosaic, requesting additional information on the following: the capacity of Lined West Pond; the capacity of the SSP and how process water will be transferred to the SSP; a sequence chart for construction activities for this permit modification; and the turbidity controls and drainage systems that will be utilized for the storage of the proposed soil cover stockpile area. Mosaic responded to the request for additional information on October 10, 2022.

The Green Bay Facility is located in Bartow, Polk County, just outside of, but near the boundary of, the Peace River watershed, and the Bartow Facility is located in Bartow, Polk County

at the boundary line of the Peace River watershed. The receiving waters for some of the Bartow Facility project's outfalls are located within the Peace River watershed.

Mosaic Fertilizer—Green Bay Facility Line Tear/Repair

On October 6, 2022, Mosaic notified DEP that while performing a routine inspection of the Green Bay Facility, Mosaic had observed a liner tear near the siphon line at the South Gypsum Stack center cell. The notice explained that the tear in the seam was approximately 12 inches long and 3 feet above the water line. Subsequently, on October 10, 11, and 12, 2022, Mosaic discovered 18 additional liner tears and/or defects ranging in length from 3 inches to 8 feet at the South Gypsum Stack. Repairs to the liner tears were completed on October 20, 2022. During the repair process, an additional 10 areas were designated for repair (for a total of 29 repairs). The repair activities were inspected by Ardaman to verify and document that the material and placement techniques were acceptable. On November 8, 2022, Mosaic submitted to DEP a summary report that was prepared by Ardaman to document construction quality assurance activities undertaken for the geomembrane liner repair conducted to the liner system associated with the 29 repairs.

Additionally, on November 9, 2022, Mosaic notified DEP that, while performing a routine inspection, Mosaic observed two surface depressions (visible portion is 4 feet by 2 feet, and approximately 3 feet deep), indicative of voids, in the partition dike between the east and center cells, well above the water level, at the South Gypsum Stack partition dike. Also, on November 15, 2022, Mosaic notified DEP that it discovered a single tear (less than 2 inches in length and approximately 0.5 inches in width), well above the water level, at the South Gypsum Stack East cell. The notices explain that these features will be repaired, and Mosaic will provide confirmation once those efforts are complete.

The Green Bay Facility is located near the boundary of the Peace River watershed. Additionally, it should be noted that in May 2021, DEP issued a NPDES permit major modification (No. FL0001589-025) to Mosaic to establish a pipeline corridor and associated conveyance systems connecting the Bartow Facility (NPDES Facility ID FL0001589) to the lined North Phosphogypsum Stack at the Green Bay Facility (NPDES Facility ID FL0000752).

Mosaic Fertilizer LLC—Water Use Permit

On October 19, 2022, the Southwest Florida Water Management District (“SWFWMD”) received a water use permit modification application (permit no. 11400.033) from Mosaic. The proposed permit modification is for an annual average allocation of 69.6 million gallons per day (“mgd”) and peak month allocation of 87 mgd. The application submittal explains that this modification is to modify the integrated water use permit (“IWUP”) to incorporate 3,200 acres of additional mining area to the South Fort Meade Facility (the additional area is referred to as the “Eastern Extension”). Given the distance between the Eastern Extension and South Fort Meade Facility, the connecting pipelines will require new sealing wells to sustain the pipelines’ booster pumps. Therefore, the application also requests the addition of 54 new Upper Floridan Aquifer sealing water wells (42 active and 12 standby wells). The application is not requesting any additional groundwater quantities or any changes to the IWUP’s currently authorized quantities. Groundwater allocations for the new wells will be from the self-relocation of currently authorized groundwater quantities assigned to the South Fort Meade Mine. The permit is for mining/dewatering uses in Polk, Hardee, DeSoto, Hillsborough, Manatee, and Sarasota Counties and is located in the Southern Water Use Caution Area and Manasota, Alafia River, and Peace River basins.

Stillwater Preserve Development LLC—Water Use Permit

On September 20, 2022, SWFWMD issued a water use permit modification (permit no. 20745.001) to Stillwater Preserve Development, LLC for the Streamsong project, which includes an increase in the permitted allocation. The permit authorizes an annual average quantity of 1.201 mgd (increased from the previously permitted 1.0627 mgd) and peak month quantity of 2.731 mgd (increased from the previously permitted 2.442 mgd). The increase in allocation is due to an increase in the irrigated acreage of golf course that exclusively utilizes surface water from an existing mining lake. No new groundwater quantities are proposed. The permit is for landscape/recreation uses in Polk County and is located in the Southern Water Use Caution Area and Peace River basin.

Dundee Property Holdings LLC—Water Use Permit

On October 26, 2022, SWFWMD received an application for a new water use permit (permit no. 21079.000) from Dundee Property Holdings, LLC. The application requests an annual average quantity of 0.612 mgd and peak month quantity of 115.673 mgd. Although classified as a “new” permit, the application is the result of land transfers covered by an existing water use permit (20000097.006) and does not request any increase in the current permitted allocation. This application states that a separate water use permit modification application will be submitted for permit no. 20000097.006 to reflect the transfer of irrigated acreage to this new permit. The permit is for agricultural uses in Polk County and is located in the Southern Water Use Caution Area and Peace River basin.