

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

AGENDA

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

Peace River Facility

Water Quality Training Center

8998 County Road 769 (Kings Highway), Arcadia Florida 34269

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

BOARD OF DIRECTORS

Commissioner Alan Maio, Sarasota County, Chairman

Commissioner Elton Langford, DeSoto County, Vice Chairman

Commissioner Bill Truex, Charlotte County

Commissioner George Kruse, Manatee County

CALL TO ORDER

INVOCATION

Commissioner Elton Langford

PLEDGE OF ALLEGIANCE

Led by the Board

WELCOME GUESTS

HOST COUNTY REMARKS

Mike Coates, Executive Director

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.

ELECTION OF OFFICERS

1. Election of Chairman and Vice-Chairman for 2022

AWARDS/RECOGNITIONS

1. Recognition of Government Finance Officers Association's Certificate of Achievement for Excellence in Financial Reporting for FY 2020 Award
2. Florida Section/American Water Works Association (AWWA) Awards
 - a. Outstanding Water Treatment Plant Award
 - b. 'AWWA Operator Meritorious Service Award'
 - c. 'Volunteer of the Year (MAC-Daddy Award)'
3. Recognition of the Authority BBQ Team for Achievement at the Florida Section AWWA 2021 Annual Conference

CONSENT AGENDA

1. Minutes of the December 2, 2021 Board of Directors Meeting
2. Year-End Financial Status and Semi-Annual Investment Reports for FY 2021
 - a. Receive and File Year-End Financial Status Report for FY 2021
 - b. Receive and File 'Semi-Annual Investment Report' [September 30, 2021]
3. 'Peace River Manasota Regional Water Supply Authority Statement of Organization and Operation'
4. DeSoto County Request for Capacity Allocation Increase
5. Work Order with AECOM for Engineering Services for Clarifier Components Replacement
6. Financial Advisory Services Contract with Public Resource Advisory Group (PRAG)

REGULAR AGENDA

1. Water Supply Conditions Report
2. FY 2021 Annual Comprehensive Financial Report and Independent Auditors' Report
3. Budget Considerations for FY 2023
4. Peace River Reservoir No. 3 Project (PR3) – Preliminary Design
 - a. Work Order No. 2 for Preliminary Design Services
 - b. SWFWMD Cooperative Funding Agreement 22CF0003781 for Preliminary Engineering and Third-Party Review for Peace River Regional Reservoir No. 3 Preliminary Design
5. Regional Integrated Loop Phase 3C Interconnect
 - a. Feasibility and Routing Study Results
 - b. Interlocal Agreement for Phase 3C Regional Interconnect Between Sarasota County and Peace River Manasota Regional Water Supply Authority
6. Regional Integrated Loop Phase 2B/2C Interconnect
 - a. Feasibility and Routing Study Results
 - b. Interlocal Agreement for Phase 2B Regional Interconnect Between Charlotte County and Peace River Manasota Regional Water Supply Authority
7. Preliminary Evaluation of Capacity Expansion Options at the Peace River Facility

GENERAL COUNSEL'S REPORT

1. Master Water Supply Contract Revisions
2. Exclusive Provider Customer Status

EXECUTIVE DIRECTOR'S REPORT

1. Legislative Update
2. Authority Purchase of Project Prairie Pumping and Storage Facilities

ROUTINE STATUS REPORTS

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

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

April 6, 2022 @ 9:30 a.m.

Manatee County Administration Center, Commission Chambers, Room 119
1112 Manatee Avenue West, Bradenton, FL

Future Authority Board Meetings

June 1, 2022 @ 9:30 a.m. - Charlotte County Administration Center, Port Charlotte, FL

August 3, 2022 @ 9:30 a.m. - DeSoto County Administration Building, Arcadia, FL

October 5, 2022 @ 9:30 a.m. - Sarasota County Administration Center, Sarasota, FL

December 7, 2022 @ 9:30 a.m. - Manatee County Administration Center, Bradenton, FL

ADJOURNMENT

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

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

***PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
February 2, 2022***

ELECTION OF OFFICERS

Recommended Action -

Election of Officers

In accordance with the Interlocal Agreement creating the Authority, the Authority Board is to elect one Director as chairman and one Director as vice-chairman. The chairman is to be elected for the term of one year. There are no term limits and current officers are eligible for re-election. The officers elected to chairman and vice-chairman will assume the respective positions immediately following the election.

Attachments:

Authority Board of Directors Officers Historical Listing

Peace River Manasota Regional Water Supply Authority

**AUTHORITY BOARD OF DIRECTORS OFFICERS
HISTORICAL LISTING**

Term of Office	Chairman	County	Vice Chairman	County
02/26/82 - 08/24/83	Edward W. Chance	Manatee	Wayne Terry	DeSoto
08/24/83 - 03/27/85	Col. Franz Ross	Charlotte	T. Mabry Carlton, Jr.	Sarasota
03/27/85 - 02/26/86	T. Mabry Carlton, Jr.	Sarasota	Ed Johnson	DeSoto
02/26/86 - 03/25/87	Ed Johnson	DeSoto	Edward W. Chance	Manatee
03/25/87 - 03/30/88	Edward W. Chance	Manatee	Jack Hufnagel	Charlotte
03/30/88 - 03/22/89	Jack Hufnagel	Charlotte	Mabry T. Carlton	Sarasota
03/22/89 - 06/10/89	Mabry T. Carlton	Sarasota	Ed Johnson	DeSoto
06/10/89 - 07/12/89	Ed Johnson	DeSoto	(vacant)	
07/12/89 - 04/04/90	Ed Johnson	DeSoto	Edward W. Chance	Manatee
04/04/90 - 03/06/91	Edward W. Chance	Manatee	Jack Lotz	Charlotte
03/06/91 - 03/04/92	Edward W. Chance	Manatee	Jack Lotz	Charlotte
03/04/92 - 11/15/92	Jack Lotz	Charlotte	Charlie Richards	Sarasota
11/16/92 - 12/09/92	(vacant)		Charlie Richards	Sarasota
12/09/92 - 03/02/94	Charley Richards	Sarasota	RV Griffin	DeSoto
03/02/94 - 11/02/94	Donald H. Ross	Charlotte	Patricia M. Glass	Manatee
11/02/94 - 01/11/95	Patricia M. Glass	Manatee	(vacant)	
01/11/95 - 03/01/95	Patricia M. Glass	Manatee	Charlie Richards	Sarasota
03/01/95 - 03/08/96	Patricia M. Glass	Manatee	Charlie Richards	Sarasota
03/08/96 - 11/07/96	Patricia M. Glass	Manatee	Charlie Richards	Sarasota
11/07/96 - 03/07/97	Patricia M. Glass	Manatee	(vacant)	
03/07/97 - 03/04/98	Barbara E. Smith	DeSoto	Raymond A. Pilon	Sarasota
03/04/98 - 11/17/98	Barbara E. Smith	DeSoto	Raymond A. Pilon	Sarasota
11/17/98 - 12/02/98	(vacant)		Raymond A. Pilon	Sarasota
12/02/98 - 12/01/99	Raymond A. Pilon	Sarasota	Adam S. Cummings	Charlotte
12/01/99 - 12/06/00	Adam S. Cummings	Charlotte	Robert R. Allen	DeSoto
12/06/00 - 12/05/01	Patricia M. Glass	Manatee	Jerry Hill	DeSoto
15/05/01 - 12/11/02	Jerry Hill	DeSoto	Shannon Staub	Sarasota
12/11/02 - 12/03/03	Shannon Staub	Sarasota	Adam S. Cummings	Charlotte
12/03/03 - 12/01/04	Adam Cummings	Charlotte	Patricia M. Glass	Manatee
12/01/04 - 12/07/05	Patricia M. Glass	Manatee	Jerry Hill	DeSoto
12/07/05 - 01/07/07	Jerry Hill	DeSoto	Shannon Staub	Sarasota
01/17/07 - 01/17/08	Shannon Staub	Sarasota	Adam S. Cummings	Charlotte
01/17/08 - 11/18/08	Shannon Staub	Sarasota	Jane von Hahmann	Manatee
11/18/08 - 01/17/09	Shannon Staub	Sarasota	Dick Loftus	Charlotte
01/17/09 - 01/14/10	Dick Loftus	Charlotte	Jerry Hill	DeSoto
01/14/10 - 11/18/10	Jerry Hill	DeSoto	John Chappie	Manatee
11/18/10 - 02/02/11	(vacant)		John Chappie	Manatee
02/02/11 - 12/21/11	John Chappie	Manatee	Robert Skidmore	Charlotte
12/21/11 - 11/19/12	Robert Skidmore	Charlotte	Jon Thaxton	Sarasota
01/10/13 - 02/02/14	Nora Patterson	Sarasota	Elton Langford	DeSoto
02/05/14 - 02/04/15	Elton Langford	DeSoto	John Chappie	Manatee
02/14/15 - 01/28/16	John Chappie	Manatee	Christopher Constanc	Charlotte
01/28/16 - 02/01/17	Christopher Constanc	Charlotte	Alan Maio	Sarasota
02/17/17 - 04/03/19	Alan Maio	Charlotte	Elton Langford	DeSoto
04/03/19 - 12/04/19	Elton Langford	DeSoto	Ken Doherty	Charlotte
12/04/19 - 09/30/20	Ken Doherty	Charlotte	Priscilla Trace	Manatee
09/30/20 - 12/02/20	Ken Doherty	Charlotte	Alan Maio	Sarasota
12/02/20 -	Alan Maio	Sarasota	Elton Langford	DeSoto

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
February 2, 2022

AWARDS/RECOGNITIONS
ITEM 1

**Recognition of Government Finance Officers Association's Certificate of Achievement for
Excellence in Financial Reporting for FY 2020**

Presenter -

Mike Coates, Executive Director

For the third consecutive year the Government Finance Officers Association of the United States and Canada (GFOA) has awarded the Certificate of Achievement for Excellence in Financial Reporting to Peace River Manasota Regional Water Supply Authority for its annual comprehensive financial report for the fiscal year ended September 30, 2020.

Attachments:

GFOA Award



Government Finance Officers Association

Certificate of
Achievement
for Excellence
in Financial
Reporting

Presented to

**Peace River Manasota
Regional Water Supply Authority
Florida**

For its Annual Comprehensive
Financial Report
For the Fiscal Year Ended

September 30, 2020

Christopher P. Morill

Executive Director/CEO



Government Finance Officers Association

203 North LaSalle Street, Suite 2700

Chicago, Illinois 60601-1210

312.977.9700 fax: 312.977.4806

11/24/2021

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

Dear Mr. Lehman:

We are pleased to notify you that your annual comprehensive financial report for the fiscal year ended September 30, 2020 qualifies for GFOA's Certificate of Achievement for Excellence in Financial Reporting. The Certificate of Achievement is the highest form of recognition in governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

When a Certificate of Achievement is awarded to a government, an Award of Financial Reporting Achievement (AFRA) is also presented to the individual(s) or department designated by the government as primarily responsible for its having earned the Certificate. This award has been sent to the submitter as designated on the application.

We hope that you will arrange for a formal presentation of the Certificate and Award of Financial Reporting Achievement, and give appropriate publicity to this notable achievement. A sample news release is included to assist with this effort.

We hope that your example will encourage other government officials in their efforts to achieve and maintain an appropriate standard of excellence in financial reporting.

Sincerely,

Michele Mark Levine
Director, Technical Services



GOVERNMENT FINANCE OFFICERS ASSOCIATION
NEWS RELEASE

FOR IMMEDIATE RELEASE

11/24/2021

For more information contact:
Michele Mark Levine, Director/TSC
Phone: (312) 977-9700
Fax: (312) 977-4806
Email: mlevine@gfoa.org

(Chicago, Illinois)—Government Finance Officers Association of the United States and Canada (GFOA) has awarded the Certificate of Achievement for Excellence in Financial Reporting to **Peace River Manasota Regional Water Supply Authority** for its annual comprehensive financial report for the fiscal year ended September 30, 2020. The report has been judged by an impartial panel to meet the high standards of the program, which includes demonstrating a constructive "spirit of full disclosure" to clearly communicate its financial story and motivate potential users and user groups to read the report.

The Certificate of Achievement is the highest form of recognition in the area of governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

Government Finance Officers Association (GFOA) advances excellence in government finance by providing best practices, professional development, resources, and practical research for more than 21,000 members and the communities they serve.

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
February 2, 2022

AWARDS/RECOGNITIONS
ITEM 2

Florida Section American Water Works Association Awards

Presenter -

Emily Moore, Chair, Florida Section AWWA

The Chair of the Florida Section of the American Water Works Association will present the following awards:

- a. 2021 Outstanding Water Treatment Plant Award – for the Peace River Facility
- b. AWWA Operator Meritorious Service Award – to Sam Stone
- c. Volunteer of the Year (MAC Daddy Award) – to Richard Anderson

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
February 2, 2022

AWARDS/RECOGNITIONS
ITEM 3

**Recognition of the Authority BBQ Team for Achievement at the
Florida Section AWWA 2021 Annual Conference**

Presenter -

Richard Anderson, Operations Director

The Authority's BBQ Team consisting of Shawn Lewis, Donald Morton and Tim Grannell took first place in BBQ Ribs and second in BBQ Chicken at the AWWA 2021 Annual Conference in Orlando. We recognize them for their skills, dedication as well as a sample of their award-winning BBQ (following the Board meeting).

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
February 2, 2022

CONSENT AGENDA
ITEM 1

Minutes of December 1, 2021 Board of Directors Meeting

Recommended Action -

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

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

Attachments:

Draft Minutes of December 1, 2021 Board of Directors Meeting

Minutes of Board of Directors Meeting
PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
Charlotte County Administration Center
Commission Chambers, Room 119
18500 Murdock Circle, Port Charlotte, Florida
December 1, 2021 @ 9:30 a.m.

Board Members Present:

Commissioner Alan Maio, Sarasota County, Chairman
Commissioner J.C. Deriso, DeSoto County
Commissioner Bill Truex, Charlotte County
Commissioner George Kruse, Manatee County

Staff Present:

Mike Coates, Executive Director
Chris Tanner, General Counsel
Richard Anderson, Director of Operations
Terri Holcomb, Director of Engineering
Ann Lee, Finance & Budget Senior 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 J.C. Deriso offered the invocation.

PLEDGE OF ALLEGIANCE

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

WELCOME GUESTS

Commissioner Maio recognized and welcomed Commissioner J.C. Deriso from DeSoto County as Commissioner Langford's alternate. He also noted that Mr. Chris Tanner was on the dais as a substitute for Authority General Counsel, Doug Manson.

HOST COUNTY REMARKS

Hector Flores, Charlotte County Administrator, made welcoming remarks.

PUBLIC COMMENTS

Public comment was made by Mr. Tim Ritchie.

CONSENT AGENDA

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

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

REGULAR AGENDA

1. Water Supply Conditions and Year-End Summary for FY 2021

Richard Anderson presented Water Supply Conditions at the Peace River Facility as of November 15, 2021 and the year-end summary for FY 2021.

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

November Water Demand	25.13 MGD
November River Withdrawals	53.00 MGD
<u>Storage Volume:</u>	
Reservoirs	6.68 BG
ASR	<u>8.76 BG</u>
Total	15.44 BG

Commissioner Maio thanked Mr. Anderson and pointed out that all storage elements were full, and our water supply is secure.

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

Terri Holcomb along with Katie Duty from HDR Engineering, the Authority’s Consultant for the PR³ Project, provided the third project update to the Board as well as presented a summary of the draft Siting and Feasibility Report submitted to Authority staff on November 3rd for review and comment. The

presentation included an overview of the key alternative siting locations for the reservoir, reservoir sizing recommendation, intake pump station recommended location, conveyance piping (River to Reservoir No. 3, and Reservoir System to Water Treatment Facilities) as well as the associated mitigation requirements and opportunities.

Commissioner Truex complimented Ms. Duty on a good presentation and said he enjoyed it.

Commissioner Maio echoed the praise and expressed that the entire team has done an amazing job. With regard to the question on reservoir capacity of 6 – 9 BG, he offered that he felt this would end up being a 9 BG reservoir.

3. Updated Feasibility of Solar Power Options at the Peace River Facility

Richard Anderson along with Steven King from Black & Veatch presented the results of the recently completed update to the 2018 Renewable Energy Study at the Authority's Peace River Facility for Board consideration.

The update provided information on four solar project options evaluated in 2018 considering the current technology advancements that improve equipment performance, require less space at lower capital cost, which results in reductions to the payback periods for the four previously (2018) evaluated alternative configurations of ground mounted solar PV systems in the vicinity of the PRF.

Commissioner Deriso offered that he thought floating arrays might reduce evaporative losses from the reservoir system.

Commissioner Maio said that in holding the second signatory role on checks for the Authority, he knows how big the checks have been to FPL. He said that Sarasota County has been following some rulemaking developments and are considering solar arrays at lift stations. He thanked the team and asked staff to please keep watching this topic for further developments.

GENERAL COUNSEL'S REPORT

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

Mr. Tanner explained that at the October 1, 2021 meeting the Board approved an Interlocal Agreement, Purchase and Sale Agreement and Operational Protocol for Authority acquisition of the Project Prairie Pumping and Storage Facility from DeSoto County. Subsequent meetings and discussions with DeSoto County staff have yielded some proposed changes for the Authority Board to consider. Mr. Tanner reviewed the proposed changes to those agreements and asked for a Board motion to ratify the October 1, 2021 approved motion on this item incorporating the recent changes to the Interlocal Agreement and Purchase and Sale Agreement as presented.

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

EXECUTIVE DIRECTOR'S REPORT

Mr. Coates had no additional updates for the Board.

ROUTINE STATUS REPORTS

There were no Board comments on routine status reports.

BOARD MEMBER COMMENTS

There were no additional Board Member comments.

PUBLIC COMMENTS

There were no additional public comments.

ANNOUNCEMENTS

Next Authority Board Meeting

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

Peace River Facility

Water Quality and Training Facility

8998 SW County Rd. 769, Arcadia, Florida

ADJOURNMENT

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

Commissioner Alan Maio
Chairman

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
February 2, 2022

CONSENT AGENDA
ITEM 2

Year-End Financial Status and Semi-Annual Investment Reports for FY 2021

Recommended Action -

Motion to receive and file ‘Year-End Financial Status Report for FY 2021’.

Motion to receive and file ‘Semi-Annual Investment Report’ [September 30, 2021].

a. Receive and File Year-End Financial Status Report for FY 2021

Year-end Financial Status Report for FY 2021 is provided for the Board to receive and file.

b. Receive and File ‘Semi-Annual Investment Report’ [September 30, 2021]

‘Semi-Annual Investment Report’ [September 30, 2021] is provided for the Board to receive and file.

Budget Action: No Action Required

Attachments:

Tab A Year End Financial Status Report for FY 2021

Tab B Semi-Annual Investment Report [September 30, 2021]

TAB A
Year End Financial Report for FY 2021

MEMORANDUM

February 2, 2022

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

THRU: Mike Coates
Executive Director

FROM: Ann Lee
Finance & Budget Senior Manager

SUBJ: Year End Financial Report for Fiscal Year 2021

For the fiscal year ending September 30, 2021, the Authority's total revenues were \$36,382,438, which is 71% of the \$51,267,201 allocated by the Approved Budget for FY21. Water Sale revenues were \$32,901,494, which is 97% of the \$33,961,149 budgeted. The shortfall seen in the revenues is primarily due to the Authority not receiving grant and capital contribution funds and the BABs subsidy as budgetarily projected. Grant funds from SWFWMD are requested on a reimbursement basis and the Authority projected expenditures on cofunded projects were less than budgeted for FY21.

For the fiscal year ending September 30, 2021, the Authority's total expenditures (before depreciation, capitalization and net pension liability adjustments) were \$38,681,737, which is 75% of the \$51,267,201 allocated by the Approved Budget for FY21. The Authority's facility expenditures were \$37,870,987, which is 77% of the allocated budget of \$50,059,025 (budgetary amount prior to administrative cost center chargeback). The Authority's General Fund Administration expenditures were \$810,750 which is 67% of the allocated budget (budgetary amount prior to administrative cost center chargeback) of \$1,207,939.

The Authority's Debt Coverage Ratios continue to exceed the 1.50x minimum policy. The Debt Service Coverage ratio for FY21 (pending GASB68 adjustments) is 1.97 and the County Debt Service Coverage ratio is 2.94. A schedule of the Debt Service coverage ratios for the last 10 fiscal years is attached for your review.

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

Peace River Manasota Regional Water Supply Authority
Debt Service Coverage
Last 10 Fiscal Years

	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021
Gross Revenues										
Water Sales	\$ 27,945,698	\$ 29,265,437	\$ 29,135,301	\$ 29,474,921	\$ 30,110,490	\$ 30,390,798	\$ 30,467,231	\$ 31,125,103	\$ 31,941,419	\$ 32,901,494
Renewal & Replacement Revenue			1,200,000							
Interest	218,700	104,066	54,662	119,460	156,744	264,130	447,348	675,603	341,225	32,949
Federal Subsidy Interest (2010B Bond Issue) ⁽¹⁾	662,239	633,431	576,143	576,565	578,626	578,006	579,868	-	-	-
Gross Revenue Transfer (RSF)	280,000	-	-	-	-	-	-	-	-	-
Other ⁽²⁾	37,035	30,419	19,137	27,131	21,993	27,018	37,354	131,499	652,183	2,001,015
Total Gross Revenues	\$ 29,143,672	\$ 30,033,353	\$ 30,985,243	\$ 30,198,077	\$ 30,867,853	\$ 31,259,952	\$ 31,531,801	\$ 31,932,205	\$ 32,934,827	\$ 34,935,458
Operation and Maintenance Expenses										
Cost of Sales and Services	\$ 11,815,035	\$ 13,077,440	\$ 13,819,834	\$ 14,331,860	\$ 13,574,250	\$ 14,200,760	\$ 15,002,110	\$ 16,415,682	\$ 16,882,050	\$ 17,911,435
Administration	1,493,595	511,692	489,972	568,400	602,466	627,038	683,723	743,901	466,511	502,566
Total Operation and Maintenance Expenses	\$ 13,308,630	\$ 13,589,132	\$ 14,309,806	\$ 14,900,260	\$ 14,176,716	\$ 14,827,798	\$ 15,685,833	\$ 17,159,583	\$ 17,348,561	\$ 18,414,001
Net Revenues Available for Debt Service	\$ 15,835,042	\$ 16,444,221	\$ 16,675,437	\$ 15,297,817	\$ 16,691,137	\$ 16,432,154	\$ 15,845,968	\$ 14,772,622	\$ 15,586,266	\$ 16,521,457
Outstanding Bonds Debt Service										
Principal	1,985,000	2,060,000	2,140,000	2,005,000	2,395,000	2,485,000	2,585,000	2,685,000	2,790,000	2,640,000
Interest ⁽¹⁾	8,464,422	8,389,985	8,307,585	7,232,175	6,598,330	6,504,533	6,406,851	6,279,751	6,234,312	5,487,719
Total Debt Service⁽³⁾	\$ 10,449,422	\$ 10,449,985	\$ 10,447,585	\$ 9,237,175	\$ 8,993,330	\$ 8,989,533	\$ 8,991,851	\$ 8,964,751	\$ 9,024,312	\$ 8,127,719
Debt Service Coverage (1.15x required)	<u>1.52</u>	<u>1.57</u>	<u>1.60</u>	<u>1.66</u>	<u>1.86</u>	<u>1.83</u>	<u>1.76</u>	<u>1.65</u>	<u>1.73</u>	<u>2.03</u>
Revenues Available After Senior Lien Debt Service	5,385,620	5,994,236	6,227,852	6,060,642	7,697,807	7,442,621	6,854,117	5,807,871	6,561,954	8,393,738
Subordinate Indebtedness Debt Service										
Principal								115,000	180,000	190,000
Interest ⁽¹⁾								42,585	63,374	57,322
Total Subordinate Indebtedness Debt Service⁽³⁾	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 157,585	\$ 243,374	\$ 247,322
Total Debt Service	\$ 10,449,422	\$ 10,449,985	\$ 10,447,585	\$ 9,237,175	\$ 8,993,330	\$ 8,989,533	\$ 8,991,851	\$ 9,122,336	\$ 9,267,686	\$ 8,375,041
Revenues Available After Total Debt Service	\$ 5,385,620	\$ 5,994,236	\$ 6,227,852	\$ 6,060,642	\$ 7,697,807	\$ 7,442,621	\$ 6,854,117	\$ 5,650,286	\$ 6,318,580	\$ 8,146,416
Total Debt Service Coverage (1.15x required)	<u>1.52</u>	<u>1.57</u>	<u>1.60</u>	<u>1.66</u>	<u>1.86</u>	<u>1.83</u>	<u>1.76</u>	<u>1.62</u>	<u>1.68</u>	<u>1.97</u>
Capital Cost Reimb Chg (Char Co Pmt)	1,971,557	1,971,557	1,971,557	1,971,557	1,971,557	1,971,557	1,971,557	1,971,557	1,971,557	1,971,557
DeSoto County Payment	750,000	750,000	750,000	750,000	796,000	796,000	796,000	796,000	796,000	796,000
Due Charlotte Co. for North Port Reserve Allocation	4,781	4,781	4,781	4,781	4,781	4,781	4,781	4,781	4,781	4,781
Total County Payments	\$ 2,726,338	\$ 2,726,338	\$ 2,726,338	\$ 2,726,338	\$ 2,772,338	\$ 2,772,338	\$ 2,772,338	\$ 2,772,338	\$ 2,772,338	\$ 2,772,338
County Debt Service Coverage (1.00x req)	<u>1.98</u>	<u>2.20</u>	<u>2.28</u>	<u>2.22</u>	<u>2.78</u>	<u>2.68</u>	<u>2.47</u>	<u>2.04</u>	<u>2.28</u>	<u>2.94</u>

(1) Gross Revenues include Federal Direct Payments in the Fiscal Year ended September 30, 2015 only. Due to the implementation of amendments to the Bond Resolution effective as of December 29, 2014, Federal Direct Payments are excluded from Gross Revenues in fiscal years ended September 30, 2016 through and including 2021 and instead are netted against the amount of interest payable on Federal Direct Bonds.

(2) SWFWMD/EPA funds are not applicable to debt service coverage.

(3) Principal/Interest due on October 1 was paid on September 30 of prior fiscal year reflecting conservative presentation when compared to the provisions of the Bond Resolution.

TAB B
Semi-Annual Investment Report [September 30, 2021]



MEMORANDUM

February 2, 2022

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

THRU: Mike Coates
Executive Director

FROM: Ann Lee
Finance & Budget Senior Manager

SUBJ: Semi-Annual Investment Report for September 30, 2021

In accordance with the Authority's investment policy the following is a summary of the Peace River Manasota Regional Water Supply Authority's investments as of September 30, 2021.

As of September 30, 2021, the Authority's portfolio totaled \$24,905,905 compared to \$26,772,262 on March 31, 2021, which is \$1,866,357 less than the last reporting period. This amount is comprised of restricted construction and reserve funds totaling \$17.9 million and unrestricted funds of totaling \$7 million. Of the Authority's total portfolio, twenty one (21%) percent of the portfolio is in money market and interest bearing checking accounts and seventy nine (79%) percent of total investments are held at the Florida Prime (SBA).

Through September 30, 2021, the Authority earned \$36,177 in interest from the SBA accounts and bank accounts. The investment earnings on these accounts is less than the prior years' interest earnings for the same reporting period by \$310,085. As of September 30, 2021, the Authority was earning interest at a rate of .09% from the SBA and .01% from our bank accounts. Based on comments made by the Federal Reserve at their last meeting on December 15, 2021, the Authority expects that interest rates will rise slowly after Q1 2022 as long as the economy continues to improve as projected.

According to the Authority's investment policy, the portfolio must be designed with the goal of annually exceeding the yield rates on the 90 day Treasury Bill. As of September 30, 2021, the 90 day Treasury Bill had a yield rate of .05% and the Authority's portfolio is current exceeding this benchmark.

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

- Florida Prime maintains an AAAM rating from Standard and Poor's and the fund is entirely liquid.

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



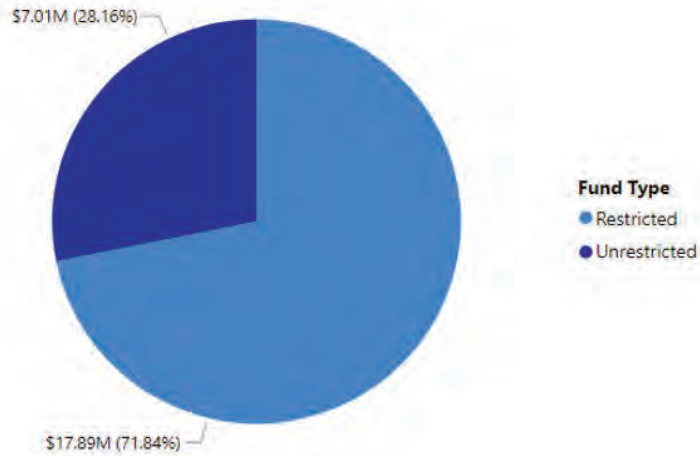
Fund Balance & Investment Reports September 30, 2021

	GENERAL FUND [OPERATIONS]	RENEWAL & REPLACEMENT FUND	RATE STABILIZATION	SINKING FUND	DISASTER RECOVERY RESERVE	UTILITY RESERVE FUND	CONSTRUCTION	SYSTEMWIDE BENEFIT CONSTRUCTION	TOTAL
ACCOUNTS									
PNC - Checking	\$4,650,867						\$648,952		\$5,299,818
SBA Account Fund	\$2,363,609	\$2,557,075	\$2,110,136	\$2,506	\$651,069	\$10,926,522	\$657,218	\$337,952	\$19,606,087
FUND BALANCE	\$7,014,475	\$2,557,075	\$2,110,136	\$2,506	\$651,069	\$10,926,522	\$1,306,170	\$337,952	\$24,905,905
Orange Hammock Easement (BOD Approved 4/4/18)	(\$2,000,000)								(\$2,000,000)
ADJUSTED FUND BALANCE	\$5,014,475	\$2,557,075	\$2,110,136	\$2,506	\$651,069	\$10,926,522	\$1,306,170	\$337,952	\$22,905,905

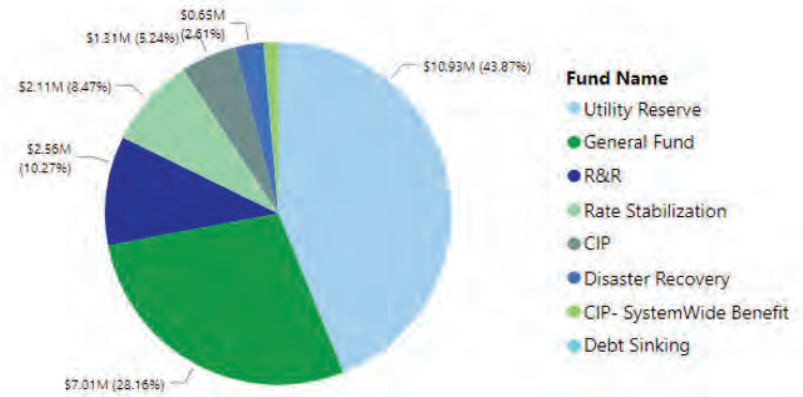
Budget Polices:

- 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

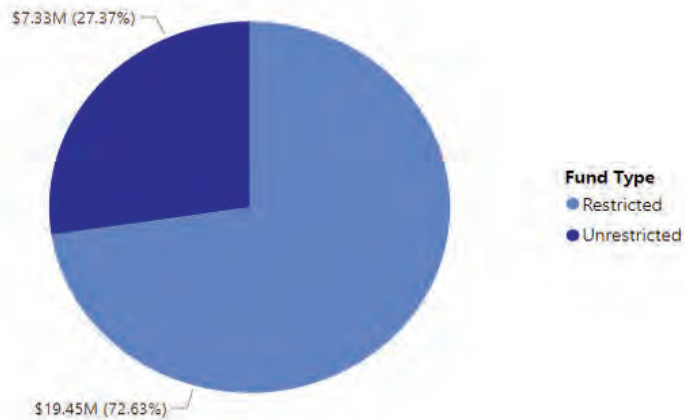
Account Balance by Fund Type: 9/30/21



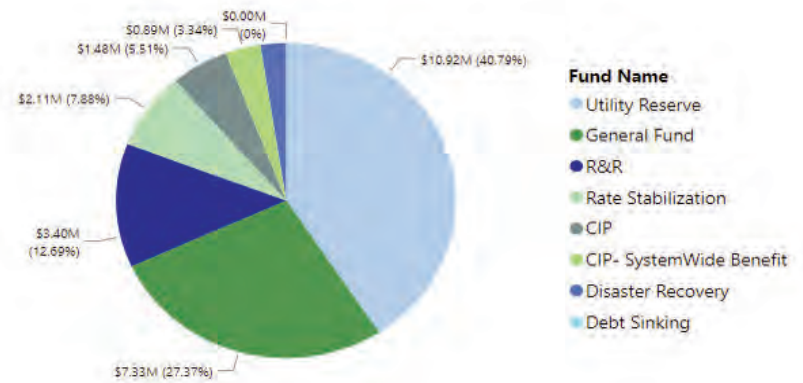
Account Balance by Fund Name: 9/30/21



Account Balance by Fund Type: 3/31/2021

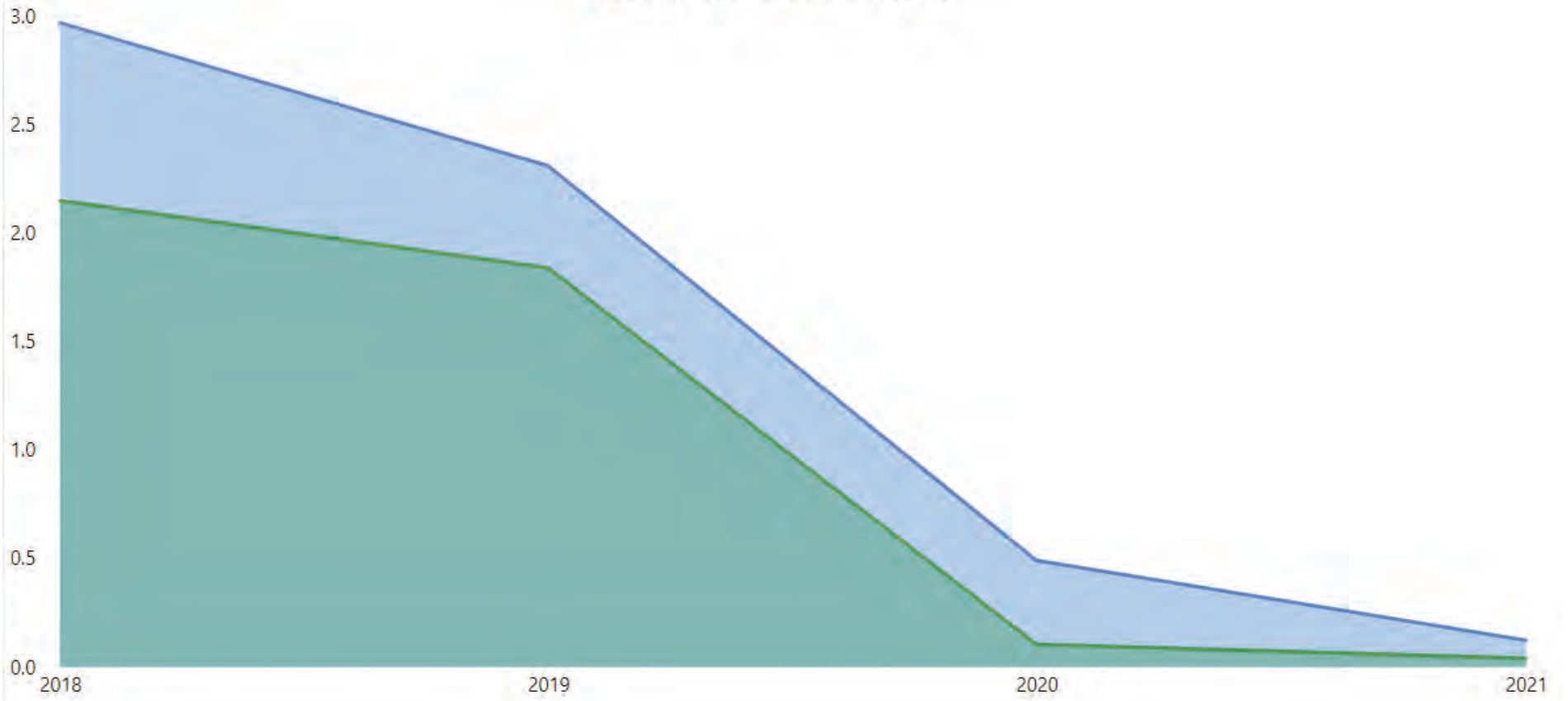


Account Balance by Fund Name: 3/31/21



Authority Investment Yields to Benchmark (90 Day TBill) 2018 to Present

● Average of SBA ● Average of 90 Day TBill



PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
February 2, 2022

CONSENT AGENDA
ITEM 3

**‘Peace River Manasota Regional Water Supply Authority
Statement of Organization and Operation’**

Recommended Action -

Motion to repeal and replace the Authority’s Statement of Organization and Operation (Board approved: February 2, 2018 document) with the ‘Peace River Manasota Regional Water Supply Authority Statement of Organization and Operation’ February 2, 2022 document.

Agencies are required to adopt a written statement of organization pursuant to section 120.53(4), Florida Statutes. The Authority Board last adopted the Authority’s ‘Statement of Organization and Operation’ on February 2, 2018. The document has been updated to reflect current elements of the agency.

General Counsel recommends the Board repeal and replace the existing document with the updated ‘Statement of Organization and Operation’ in accordance with state statutes.

Budget Action: No action required

Attachments:

- Tab A ‘Peace River Manasota Regional Water Supply Authority Statement of Organization and Operation’ (February 2, 2022) – Redline Version
- Tab B ‘Peace River Manasota Regional Water Supply Authority Statement of Organization and Operation’ (February 2, 2018)
- Tab C FAC 28-101.001 ‘Statement of Agency Organization and Operation’

TAB A
Peace River Manasota Regional Water Supply Authority 'Statement of Organization and Operation' (February 2, 2022) – Redline Version

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
STATEMENT OF AGENCY ORGANIZATION AND OPERATION**

This statement is issued and maintained under the authority of Section 120.54, Florida Statutes (“F.S.”), and Chapter 28-101, Florida Administrative Code (“F.A.C.”).

I. Agency Description

The Peace River Manasota Regional Water Supply Authority (“Authority”) is a regional water supply authority whose primary function is to ensure future water supply and the development, recovery, storing and supplying of water resources for county or municipal purposes in such a manner as will give priority to encouraging conservation and adverse environmental effects of excessive or improper withdrawals of water from concentrated areas. It is an independent special district authorized by Section 373.1962, F.S., as subsequently reenacted in Section 373.713, F.S., and created by an interlocal agreement executed pursuant to Section 163.01, F.S., in 1982. The Authority is currently operating pursuant to the Second Amended Interlocal Agreement Creating the Peace River Manasota Regional Water Supply Authority dated October 5, 2005, and executed by Charlotte County, DeSoto County, Manatee County, and Sarasota County (“Second Amended Interlocal Agreement”).

The Authority’s boundaries consist of ~~all~~ the entirety of DeSoto County, Manatee County, and Sarasota County, and those parts of Charlotte County which are under the jurisdiction of the Southwest Florida Water Management District, pursuant to Section 373.069(1)(d), F.S.

II. Statutes and Rules Affecting Agency Operations

Pursuant to Section 373.713, F.S., and Section 163.01, F.S., the Authority has the responsibility for developing, storing, and supplying water for county and municipal purposes in such a manner as will give priority to reducing adverse environmental effects of excessive or improper withdrawals from concentrated areas. In carrying out its responsibility, the Authority is ~~speciall~~ especially affected by Chapters 373 and 403, F.S., and Chapters 40D and 60, F.A.C.

In addition, and pursuant to Section 163.01, F.S., the Second Amended Interlocal Agreement grants the Authority rulemaking power necessary to perform its intended functions. The Authority also has the authority to adopt and enforce rules pertaining to

the use, acquisition, maintenance, development, operation, or disposal of any of the Authority's services, facilities, or projects.

The Authority does not have any existing rules and currently has no expectation ~~to adopt of~~ adopting rules. Because it does not have any existing rules, it does not grant variances or waivers. ~~The~~ Currently, the Authority ~~currently~~ does not grant, or issue licenses, permits, or other certifications.

III. Agency Head

The Board of Directors ("Board") of the Authority is the agency head. In accordance with the Second Amended Interlocal Agreement, Charlotte County, DeSoto County, Manatee County, and Sarasota County each appoint one member to the Board, who must be a member of the appointing county's Board of County Commissioners. Each representative is appointed by and serves at the pleasure of the appointing county's Board of County Commissioners. ~~The~~ Board meets on the first Wednesday of every other month, unless otherwise announced. The Board's officers consist of a chairman and a vice-~~chairman~~, each of whom shall serve for a term of ~~a~~ one year, or until their respective successor is elected and qualified. The Board is vested with all the powers of the Authority.

IV. Agency Organization

The Board has delegated the day-to-day activities of the Authority to the Executive Director, while retaining and exercising its general supervisory authority. The Authority's staff is composed of employees needed to operate and maintain the Authority's facilities, and administrative staff needed to support operations, planning, design, and construction of water supply facilities. ~~The~~ internal structure of the staff is periodically reviewed and updated by the Executive Director and presented graphically on an organizational chart. (See Figure 1). The Authority carries out its responsibilities through the Executive Director, who is the chief executive staff officer of the Authority and serves at the pleasure of the Board. The Executive Director oversees all departments of the Authority and exercises those powers and duties delegated by the Board, including to hire or terminate the employment of any employee; to secure services, labor, or material pursuant to the Procurement Policy; to prepare proposed budgets; to advise the Board on budget matters; to keep correct minutes and records of Board meetings; to prepare agendas; and to represent the Authority at public meetings.

The organizational structure of the Authority staff provides a focus on the core competencies to achieve the mission of the Authority: ~~Water~~ Resources,

Facilities Resource Management and Planning, Engineering, Operations, and Finance/Administration and Budget.

Water Resources Resource Management and Planning Department

~~This department~~The Department is headed by the Director of Resource Management and Planning (or Deputy Director. —The Water Resources if assigned). The Resource Management and Planning Department is responsible for water supply planning, managing, and implementing Capital Improvement Projects including the construction and modification of new water supply off-stream storage facilities and the modification of existing facilities, including surface water treatment capacity expansions, ASR wellfield expansions, water transmission mains, and the offline raw water storage reservoir. ~~The Water Resources Department is responsible for~~, land management, resource management, regulatory permitting and compliance, and public outreach. Work includes monitoring, analyzing, and evaluating hydrologic and environmental conditions in, and around, Authority facilities, including obtaining environmental permits and implementing regulatory requirements, ~~—.~~ The Department oversees the monitoring and ~~managing~~management of reservoir and aquifer storage and recovery (ASR) conditions, ~~coordinating~~ and coordinates with ~~facilities operation~~the Operations Department to minimize and mitigate environmental impacts, ~~identifying and identify any~~ environmental concerns associated with water supply projects ~~and developing mitigation programs to minimize impacts.~~ The Department is also responsible for maintaining a comprehensive water resources database and coordinating outreach efforts with Authority Customers, partners, and the public.

Engineering Department

The Department is headed by the Director of Engineering (or Deputy Director if assigned). The Engineering Department is responsible for developing and managing engineering design, construction and professional services associated with Authority Renewal and Replacement, capital improvements projects and engineering studies. Work includes managing rehabilitation and/or expansion of Authority water treatment and off-stream storage facilities, pipelines, pumping and finished water storage facilities, new building construction or existing building rehabilitation, and managing agency computer software and, hardware, networking and network infrastructure and database applications.

Facilities Operations Department

~~This office is headed by the System Operations Manager, who provides supervisory oversight for~~The Department is headed by the operation of Director of Operations (or

Deputy Director if assigned). The Operations Department is responsible for the Authority's water production and transmission facilities. ~~This department is responsible for including the day-to-day operation and maintenance of Authority infrastructure, including utility operations, process control, water quality, regulatory and compliance, and project management, with drinking water regulations.~~ The ~~department~~Department oversees start-up, testing, operation and maintenance of all facilities and equipment used to produce, treat, and deliver water to the Authority's ~~customers~~Customers and partners.

Finance/Administration and Budget Department

~~This division~~The Department is currently headed by the Finance/Administration and Budget Senior Manager, who (or Deputy Director if assigned). The Finance and Budget Department is responsible for providing staff support in managing the areas of finance, human resources, information services, and Board records. ~~The division manages the finance of new and requirements for~~ existing and new water supply facilities, budgeting, accounting, financial reporting, accounts payable and receivable, payroll, debt management, and records retention, telecommunications, and employee relations/human resources. Outside professional accountants may assist the department in keeping the Authority's financial records, preparing its financial statements and reports, and in preparing its proposed budgets and the annual financial audit. ~~Additional functions carried out by personnel located in the department include the recordation of board minutes; preparation of all necessary notices and agendas, scheduling of workshops and meetings; oversight of all consultants; certification of the authenticity of documents; and filing of all final agency decisions and notices of appeal.~~

Other Executive Director Reports

Additional functions are carried out by personnel reporting directly to the Executive Director, but who may also have certain duties affiliated with other departments. These include the Senior Advisor (Grants and Governmental Coordination), Human Resources Management and the Agency Clerk functions.

General Counsel

The General Counsel is the chief legal officer of the Authority, and serves at the pleasure of the Board. The General Counsel provides legal advice and support to the Board and the Executive Director.

V. Authority Location and Office Hours

The Authority [administrative office](#) is open for business Monday through Friday, from 8 a.m. to 5 p.m., except for recognized holidays, and closings as directed by the Executive Director. The Authority's administrative offices are located at 9415 Town Center Parkway, Lakewood Ranch, Florida 34202.

VI. Public Information and Inspection of Records

The following provisions explain how to view and copy public information and records maintained by the Authority. A public records request may be submitted directly to the Agency Clerk at: 9415 Town Center Parkway, Lakewood Ranch, Florida 34202; (941) 316-1776 Telephone; (941) 316-1772 Facsimile; or peacriver@regionalwater.org.

All public records, as defined by Section 119.011(1), F.S., maintained by the Authority and not otherwise exempt by law may be copied or inspected at reasonable times and under reasonable conditions. Any member of the public wishing to inspect and copy Authority public records may contact the Agency Clerk. Upon receipt of a public records request, the Agency Clerk will determine the location and supervise the compilation of the records. **Inspection and copying of Authority public records must be done at its office.** All records will be provided in the form of media in which they are maintained (e.g., paper, computer files, video tapes, audio tapes) and Authority duplication of the records will be in the same media.

Any person requesting to copy public records may bring their own means of duplication (e.g., computer drives and photocopier) to the Authority to duplicate the records. Otherwise, there are charges for duplication of Authority records, as prescribed by the Authority's public records policy. A copy of this policy may also be obtained by contacting the Agency Clerk. Fees may be paid by cash, check, or money order. All fees must be paid in advance before the requested copies will be released to the requester.

As prescribed by Section 119.07(1)(b), F.S., when the nature or volume of requested records requires extensive clerical or supervisory assistance by Authority personnel, or extensive use of information technology resources, the Authority may charge, in addition to the actual cost of duplication, a reasonable ~~charge~~[charge](#) based on the cost incurred by the ~~District~~[Authority](#) in providing the service.

VII. Agency Clerk and Official Reporter

(1) Agency Clerk

~~The Authority's Agency Clerk is Rachel Kersten.~~ Any person may contact the Agency Clerk at: 9415 Town Center Parkway, Lakewood Ranch, Florida 34202; (941) 316-1776 Telephone; (941) 316-1772 Facsimile; or peaceriver@regionalwater.org. The Agency Clerk is the records management liaison officer for the purposes of Section 257.36(5)(a), F.S. The Agency Clerk also oversees the maintenance of official files of record. The Agency Clerk has the responsibility for filing and recording the date of all final agency decisions and orders pursuant to Section 120.53, F.S. The Agency Clerk's duties include, but are not limited to, the following:

- (a) Dating and filing all orders entered by the Board or Executive Director;
- (b) Forwarding copies of all orders rendered after a proceeding affecting substantial interests to the Authority's official reporter;
- (c) Acting as the "Clerk of the Lower Tribunal" for purposes of the Florida Rules of Appellate Procedure;
- (d) Receiving and filing the original of any pleading (filing of legal documents) received by the Authority;
- (e) Transmitting all necessary files to the Division of Administrative Hearings ("DOAH") upon referral of a matter to DOAH; ~~and~~
- ~~(f)~~ (f) [Appointing deputy clerks as necessary to perform any of the duties of the Agency Clerk; and](#)
- ~~(g)~~ (g) Performing such other duties as may be authorized by the Board or Executive Director.

(2) Filing of Legal Documents and Pleadings

Legal documents and pleadings to be filed with the Authority may be filed by hand delivery, U.S. Mail or other delivery service and sent or delivered to the Agency Clerk at 9415 Town Center Parkway, Lakewood Ranch, Florida, 34202, or by facsimile transmission to (941) 316-1772. The following documents may be filed by email at peaceriver@regionalwater.org:

- (a) Requests for extension of time to file a petition for administrative hearing and responses thereto;
- (b) Petitions for administrative hearing;
- (c) Motions to dismiss or strike petitions for administrative hearing and responses thereto;
- (d) Exceptions and other documents filed by parties to an administrative hearing after issuance of a recommended order, but prior to rendering of the final order; and
- (e) Notices of protest (or formal protest) of procurement solicitations or awards.

The documents identified above that may be filed by email are subject to the following conditions:

- (a) A party who filed the document via email is thereby representing that the original physically signed document will be retained by that party for the duration of the proceeding and any subsequent appeal or other proceeding in that cause, and that the party will produce it upon the request of any other party.
- (b) A party who elects to file a document by email is responsible for any delay, disruption, or interruption of the electronic signals and readability of the document, and accepts the full risk that the document may not be properly filed with the Agency Clerk as a result. In addition, a party who files a document by email accepts full risk that the Authority's email filters may prevent their email from being received. A party may contact the Agency Clerk at (941) 316-1776 to verify that the Authority has received a document filed by email. Additionally, a party may send a written request to the Agency Clerk at 9415 Town Center Parkway, Lakewood Ranch, Florida 34202, requesting that his/her email address be added to the Authority's list of "safe senders" before emailing a document.
- (c) The filing date for a document filed by email shall be the date the Agency Clerk receives the complete document. A document filed by email will not be considered complete until it is received by the Authority in a manner capable of being stored and printed by the Authority. Emailed documents received after 5 p.m. shall be filed as of 8 a.m. on the next regular business day.
- (d) Emailed documents must be in PDF format.
- (e) If a document filed by email is required by rule to be accompanied by one or more copies, copies of the original filing must be filed by hand delivery or US mail within five (5) days after the filing date of the email.
- (f) Email filing procedures do not vary bond filing requirements. For example, if a bond must be filed along with a formal procurement protest and the procurement protest document is filed electronically, the protest bond must still be physically filed with the Agency Clerk within the time-period for filing a formal procurement protest as required by Chapters 120 and 287, F.S., Chapter 28, F.A.C., and the Authority's policies.

Any document received by the Agency Clerk after 5 p.m. shall be filed as of 8 a.m. on the next regular business day. If transmission of a facsimile-transmitted document is begun prior to 5 p.m. but is not complete until after 5 p.m., the document shall be considered as received after 5 p.m.

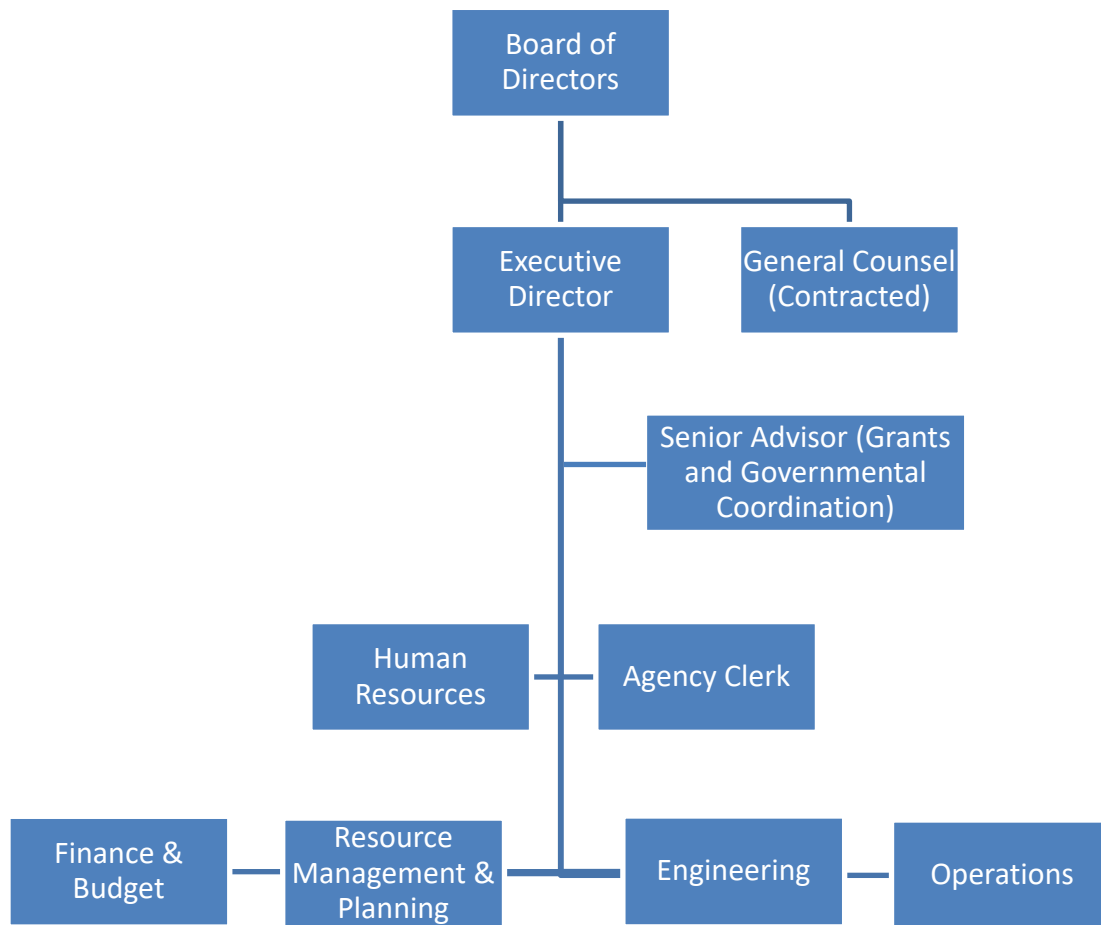
(3) Final Orders and Official Reporter

The Authority designates the Florida Administrative Law Reports, Inc., publishers of the Florida Administrative Law Reports, as its official reporter for the purpose of publishing and indexing by subject matter all Authority orders rendered after a proceeding has been held which affects substantial interests. The Agency Clerk maintains the official reporter and the subject matter index pursuant to the retention schedule approved by the Department of State, Division of Library and Informational Services. All final orders of the Authority and the subject matter index of these final orders are available for public inspection and copying. The Agency Clerk will assist the general public in using the Authority's subject matter index and locating Authority final orders.

(4) Variances and Waivers

The Authority currently does not have any rules, and thus does not have any rules that may require variances or waivers.

[Figure 1 \(Organizational Chart\)](#)



**Peace River Manasota Regional Water Supply Authority 'Statement of Organization and
Operation' (February 2, 2018)**

Board Approved: February 2, 2018

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
STATEMENT OF ORGANIZATION AND OPERATION**

This statement is issued and maintained under the authority of Section 120.54, Florida Statutes (“F.S.”), and Chapter 28-101, Florida Administrative Code (“F.A.C.”).

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The Authority’s boundaries consist of all of DeSoto County, Manatee County, and Sarasota County, and those parts of Charlotte County which are under the jurisdiction of the Southwest Florida Water Management District, pursuant to Section 373.069(1)(d), F.S.

II. Statutes and Rules Affecting Agency Operations

Pursuant to Section 373.713, F.S., and Section 163.01, F.S., the Authority has the responsibility for developing, storing, and supplying water for county and municipal purposes in such a manner as will give priority to reducing adverse environmental effects of excessive or improper withdrawals from concentrated areas. In carrying out its responsibility, the Authority is specially affected by Chapters 373 and 403, F.S., and Chapters 40D and 60, F.A.C.

In addition, and pursuant to Section 163.01, F.S., the Second Amended Interlocal Agreement grants the Authority rulemaking power necessary to perform its intended functions. The Authority also has the authority to adopt and enforce rules pertaining to

the use, acquisition, maintenance, development, operation, or disposal of any of the Authority's services, facilities, or projects.

The Authority does not have any existing rules and currently has no expectation to adopt rules. Because it does not have any existing rules, it does not grant variances or waivers. The Authority currently does not grant or issue licenses, permits, or other certifications.

III. Agency Head

The Board of Directors ("Board") of the Authority is the agency head. In accordance with the Second Amended Interlocal Agreement, Charlotte County, DeSoto County, Manatee County, and Sarasota County each appoint one member to the Board, who must be a member of the appointing county's Board of County Commissioners. Each representative is appointed by and serves at the pleasure of the appointing county's Board of County Commissioners. The Board meets on the first Wednesday of every other month, unless otherwise announced. The Board's officers consist of a chairman and a vice chairman, each of whom shall serve for a term of a one year, or until their respective successor is elected and qualified. The Board is vested with all the powers of the Authority.

IV. Agency Organization

The Board has delegated the day-to-day activities of the Authority to the Executive Director, while retaining and exercising its general supervisory authority. The Authority's staff is composed of employees needed to operate and maintain the Authority's facilities, and administrative staff needed to support operations, planning, design, and construction of water supply facilities. The internal structure of the staff is periodically reviewed and updated by the Executive Director and presented graphically on an organizational chart. The Authority carries out its responsibilities through the Executive Director, who is the chief executive staff officer of the Authority and serves at the pleasure of the Board. The Executive Director oversees all departments of the Authority and exercises those powers and duties delegated by the Board, including to hire or terminate the employment of any employee; to secure services, labor, or material pursuant to the Procurement Policy; to prepare proposed budgets; to advise the Board on budget matters; to keep correct minutes and records of Board meetings; to prepare agendas; and to represent the Authority at public meetings.

The organizational structure of the Authority staff provides a focus on the core competencies to achieve the mission of the Authority: Water Resources, Facilities, and Finance/Administration.

Water Resources Department

This department is headed by the Deputy Director. The Water Resources Department is responsible for planning, managing, and implementing Capital Improvement Projects including the construction and modification of new water supply facilities and the modification of existing facilities, including surface water treatment capacity expansions, ASR wellfield expansions, water transmission mains, and the offline raw water storage reservoir. The Water Resources Department is responsible for monitoring, analyzing and evaluating hydrologic and environmental conditions in, and around, Authority facilities, obtaining environmental permits and implementing regulatory requirements, monitoring and managing reservoir and ASR conditions, coordinating with facilities operation to minimize environmental impacts, identifying environmental concerns associated with water supply projects and developing mitigation programs to minimize impacts and managing agency computer software and hardware, networking infrastructure and database applications.

Facilities Department

This office is headed by the System Operations Manager, who provides supervisory oversight for the operation of the Authority's facilities. This department is responsible for the day-to-day operation and maintenance of Authority infrastructure, including utility operations, process control, water quality, regulatory compliance, and project management. The department oversees start-up, testing, operation and maintenance of all facilities and equipment used to produce, treat and deliver water to the Authority's customers.

Finance/Administration Department

This division is headed by the Finance/Administration Manager, who is responsible for providing staff support in the areas of finance, human resources, information services, and Board records. The division manages the finance of new and existing water supply facilities, budgeting, accounting, financial reporting, accounts payable and receivable, payroll, debt management, records retention, telecommunications, and employee relations/human resources. Outside professional accountants may assist the department in keeping the Authority's financial records, preparing its financial statements and reports, and in preparing its proposed budgets and the annual financial audit. Additional functions carried out by personnel located in the department include the recordation of board minutes; preparation of all necessary notices and agendas, scheduling of workshops and meetings; oversight of all consultants; certification of the authenticity of documents; and filing of all final agency decisions and notices of appeal.

General Counsel

The General Counsel is the chief legal officer of the Authority, and serves at the pleasure of the Board. The General Counsel provides legal advice and support to the Board and the Executive Director.

V. Authority Location and Office Hours

The Authority is open for business Monday through Friday, from 8 a.m. to 5 p.m., except for recognized holidays, and closings as directed by the Executive Director. The Authority's administrative offices are located at 9415 Town Center Parkway, Lakewood Ranch, Florida 34202.

VI. Public Information and Inspection of Records

The following provisions explain how to view and copy public information and records maintained by the Authority. A public records request may be submitted directly to the Agency Clerk at: 9415 Town Center Parkway, Lakewood Ranch, Florida 34202; (941) 316-1776 Telephone; (941) 316-1772 Facsimile; or peacriver@regionalwater.org.

All public records, as defined by Section 119.011(1), F.S., maintained by the Authority and not otherwise exempt by law may be copied or inspected at reasonable times and under reasonable conditions. Any member of the public wishing to inspect and copy Authority public records may contact the Agency Clerk. Upon receipt of a public records request, the Agency Clerk will determine the location and supervise the compilation of the records. **Inspection and copying of Authority public records must be done at its office.** All records will be provided in the form of media in which they are maintained (e.g., paper, computer files, video tapes, audio tapes) and Authority duplication of the records will be in the same media.

Any person requesting to copy public records may bring their own means of duplication (e.g., computer drives and photocopier) to the Authority to duplicate the records. Otherwise, there are charges for duplication of Authority records, as prescribed by the Authority's public records policy. A copy of this policy may also be obtained by contacting the Agency Clerk. Fees may be paid by cash, check, or money order. All fees must be paid in advance before the requested copies will be released to the requester.

As prescribed by Section 119.07(1)(b), F.S., when the nature or volume of requested records requires extensive clerical or supervisory assistance by Authority personnel, or

extensive use of information technology resources, the Authority may charge, in addition to the actual cost of duplication, a reasonable charged based on the cost incurred by the District in providing the service.

VII. Agency Clerk and Official Reporter

(1) Agency Clerk

The Authority's Agency Clerk is Rachel Kersten. Any person may contact the Agency Clerk at: 9415 Town Center Parkway, Lakewood Ranch, Florida 34202; (941) 316-1776 Telephone; (941) 316-1772 Facsimile; or peaceriver@regionalwater.org. The Agency Clerk is the records management liaison officer for the purposes of Section 257.36(5)(a), F.S. The Agency Clerk also oversees the maintenance of official files of record. The Agency Clerk has the responsibility for filing and recording the date of all final agency decisions and orders pursuant to Section 120.53, F.S. The Agency Clerk's duties include, but are not limited to, the following:

- (a) Dating and filing all orders entered by the Board or Executive Director;
- (b) Forwarding copies of all orders rendered after a proceeding affecting substantial interests to the Authority's official reporter;
- (c) Acting as the "Clerk of the Lower Tribunal" for purposes of the Florida Rules of Appellate Procedure;
- (d) Receiving and filing the original of any pleading (filing of legal documents) received by the Authority;
- (e) Transmitting all necessary files to the Division of Administrative Hearings ("DOAH") upon referral of a matter to DOAH; and
- (f) Performing such other duties as may be authorized by the Board or Executive Director.

(2) Filing of Legal Documents and Pleadings

Legal documents and pleadings to be filed with the Authority may be filed by hand delivery, U.S. Mail or other delivery service and sent or delivered to the Agency Clerk at 9415 Town Center Parkway, Lakewood Ranch, Florida, 34202, or by facsimile transmission to (941) 316-1772. The following documents may be filed by email at peaceriver@regionalwater.org:

- (a) Requests for extension of time to file a petition for administrative hearing and responses thereto;
- (b) Petitions for administrative hearing;
- (c) Motions to dismiss or strike petitions for administrative hearing and responses thereto;

- (d) Exceptions and other documents filed by parties to an administrative hearing after issuance of a recommended order, but prior to rendering of the final order; and
- (e) Notices of protest (or formal protest) of procurement solicitations or awards.

The documents identified above that may be filed by email are subject to the following conditions:

- (a) A party who filed the document via email is thereby representing that the original physically signed document will be retained by that party for the duration of the proceeding and any subsequent appeal or other proceeding in that cause, and that the party will produce it upon the request of any other party.
- (b) A party who elects to file a document by email is responsible for any delay, disruption, or interruption of the electronic signals and readability of the document, and accepts the full risk that the document may not be properly filed with the Agency Clerk as a result. In addition, a party who files a document by email accepts full risk that the Authority's email filters may prevent their email from being received. A party may contact the Agency Clerk at (941) 316-1776 to verify that the Authority has received a document filed by email. Additionally, a party may send a written request to the Agency Clerk at 9415 Town Center Parkway, Lakewood Ranch, Florida 34202, requesting that his/her email address be added to the Authority's list of "safe senders" before emailing a document.
- (c) The filing date for a document filed by email shall be the date the Agency Clerk receives the complete document. A document filed by email will not be considered complete until it is received by the Authority in a manner capable of being stored and printed by the Authority. Emailed documents received after 5 p.m. shall be filed as of 8 a.m. on the next regular business day.
- (d) Emailed documents must be in PDF format.
- (e) If a document filed by email is required by rule to be accompanied by one or more copies, copies of the original filing must be filed by hand delivery or US mail within five (5) days after the filing date of the email.
- (f) Email filing procedures do not vary bond filing requirements. For example, if a bond must be filed along with a formal procurement protest and the procurement protest document is filed electronically, the protest bond must still be physically filed with the Agency Clerk within the time period for filing a formal procurement protest as required by Chapters 120 and 287, F.S., Chapter 28, F.A.C., and the Authority's policies.

Any document received by the Agency Clerk after 5 p.m. shall be filed as of 8 a.m. on the next regular business day. If transmission of a facsimile-transmitted document is begun

prior to 5 p.m. but is not complete until after 5 p.m., the document shall be considered as received after 5 p.m.

(3) Final Orders and Official Reporter

The Authority designates the Florida Administrative Law Reports, Inc., publishers of the Florida Administrative Law Reports, as its official reporter for the purpose of publishing and indexing by subject matter all Authority orders rendered after a proceeding has been held which affects substantial interests. The Agency Clerk maintains the official reporter and the subject matter index pursuant to the retention schedule approved by the Department of State, Division of Library and Informational Services. All final orders of the Authority and the subject matter index of these final orders are available for public inspection and copying. The Agency Clerk will assist the general public in using the Authority's subject matter index and locating Authority final orders.

(4) Variances and Waivers

The Authority currently does not have any rules, and thus does not have any rules that may require variances or waivers.

TAB C
FAC 28-101.001 'Statement of Agency Organization and Operation'

28-101.001 Statement of Agency Organization and Operation.

(1) The agency head shall maintain a current Statement of Agency Organization and Operation. The statement shall describe the organization of the agency and outline the general course of the agency's operations. The purpose of the statement is:

(a) To inform the public, in a complete and concise manner, of the nature of the agency's business, operations, delegation of authority, internal organization and other related matters;

(b) To provide assistance to the public when dealing with the agency; and

(c) To expedite the processing of agency matters on behalf of the public.

(2) The Statement of Agency Organization and Operation shall:

(a) Describe the agency head and his or her duties, as well as state the method of selection or appointment of the agency head, and the length of his or her term.

(b) Describe the organizational units and sub-units within the agency, including their assigned functions, duties, responsibilities, statutory authority, and statutes and rules they are charged with implementing. The designation of units and sub-units shall be consistent with Section 20.04, F.S., or as otherwise provided by law.

(c) Describe the manner by which publications, documents, forms, applications for licenses, permits and other similar certifications or rights granted by the agency, or other information, may be obtained.

(d) Identify the agency clerk by name, position, address, e-mail address, and telephone number; and set out his or her duties and responsibilities.

(e) State whether documents can be filed by electronic mail or facsimile transmission, including applicable telephone numbers and electronic mail addresses where filings may be submitted, and set forth the acceptable nature and scope of such filings, including the following:

That the filing date for a document transmitted by electronic mail or by facsimile shall be the date the agency receives the complete document. Any document received by the office of the agency clerk after 5:00 p.m. shall be filed as of 8:00 a.m. on the next regular business day.

(f) Identify the name, address, and e-mail address of the appropriate contact person for obtaining information about variances from or waivers of agency rules, and indicate how to file a petition for variance or waiver.

(g) Set forth the agency's hours of operation during which filings will be accepted.

(h) Set forth where and how agency index of final orders can be accessed.

(3) The agency clerk shall provide a copy of its Statement of Agency Organization and Operation to any person upon request.

(4) An agency shall publish a statement of organization and operation on the agency's website.

Rulemaking Authority 14.202, 120.54(5) FS. Law Implemented 120.54(5) FS. History—New 4-1-97, Amended 1-15-07, 12-24-07, 2-5-13, 6-26-13.

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
February 2, 2022

CONSENT AGENDA
ITEM 4

DeSoto County Request for Capacity Allocation Increase

Recommended Action -

Motion to approve DeSoto County Regional Supply Capacity Allocation increase of 0.020 MGD (Annual Average Day), 0.024 MGD (Peak Monthly Average Day), and 0.028 MGD (Maximum Day) and meet the requested need through use of Available Water in the Redistribution Pool until permanent regional capacity is developed to meet this need.

DeSoto County has requested an increase in regional supply capacity allocation. The County’s current and requested supply capacity allocation in the Peace River Facility is shown in Table 1 below:

Table 1

Regional Allocation	Annual Average Day (MGD)	Peak Monthly Average Day (MGD)	Maximum Day (MGD)
Current Allocation	0.675	0.810	0.945
Requested Allocation	0.695	0.834	0.973
Requested Change	0.020	0.024	0.028

DeSoto County is identified in the Master Water Supply Contract (Section 12) as an “Exclusive Provider Customer”. As such, the Authority has an unequivocal obligation to develop and provide adequate potable water for DeSoto, and the Authority is free to meet DeSoto’s water demands by any means it deems fit. Water from the Redistribution Pool is proposed to meet DeSoto County’s request for increased allocation. This allocation increase will be applicable beginning in October 2021 (beginning of FY 2022). Subsequent regional capacity adjustments for the County will be considered in the Authority’s annual budgeting process. New Regional Supply capacity is currently under design and expected to be available to meet increased DeSoto County needs in approximately 2028.

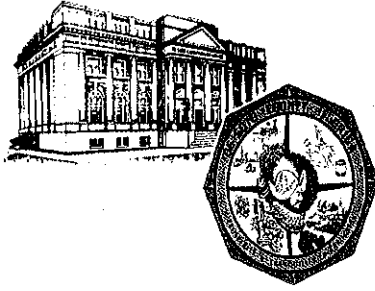
Budget Action: No action required. Total projected change is less than \$20,000. Reimbursement will be made to donor Customers in the Redistribution Pool on pro-rata basis at FY 2022 end.

Attachments

Tab A: DeSoto County December 15, 2021 request for increased capacity allocation

Tab B: FY 2022 Budget Page 17 (Redistribution Pool)

TAB A
DeSoto County December 15, 2021 request for increased capacity allocation



**BOARD OF COUNTY COMMISSIONERS
DESOTO COUNTY**

Administration
201 E. Oak Street, Suite 201
Arcadia, Florida 34266
(863) 491-7500

December 15, 2021

Mr. Mike Coates, P.G.
Executive Director
Peace River Manasota Regional Water Supply Authority
9415 Town Center Parkway
Lakewood Ranch, FL 34202

Re: DeSoto County Water Allocation

Mr. Coates,

Please accept this letter as a formal request to amend DeSoto County's water allocation from 675,000 gpd to **695,000 gpd** beginning in the 2022 calendar year.

If you required additional information, please do not hesitate to contact Mike Giardullo, Interim Utility Director at m.giardullo@desotobocc.com.

Respectfully,

A handwritten signature in cursive script that reads "Mandy Hines".

Mandy Hines
DeSoto County Administrator

cc: m.giardullo/DeSoto County Interim Utilities Director

TAB B
FY 2022 Budget Page 17 (Redistribution Pool)

**Peace River Manasota Regional Water Supply Authority
FY 2022 Budget**

REDISTRIBUTION POOL

10/01/2021 to 09/30/2022

Redistribution Pool Water Quantities						
	(1) Water Allocation [MGD]	(2) New Water Supply [MGD]	Total Contracted Allocation [MGD]	(3) Available for Pool [MGD]	Requested from Pool [MGD]	(4) Budget Allocation [MGD]
Charlotte County	16.100	0.000	16.100	1.500	0.000	16.100
DeSoto County	0.675	0.000	0.675	0.000	0.000	0.675
Sarasota County	15.060	0.000	15.060	2.400	0.000	15.060
City of North Port	2.865	0.000	2.865	0.000	0.000	2.865
Total	34.700	0.000	34.700	3.900	0.000	34.700

Redistribution Pool Water Base Rate Charge Adjustment		
	Annual Cost [\$/Year]	Annual Unit Cost [\$/MGD]
Peace River Facility REP Debt Service	6,720,700	457,190
Non-Capital Component	13,674,622	394,081
DeSoto Payment	796,000	22,939
Redistribution Pool Water Base Rate		\$ 874,211

(1) Peace River/Manasota Regional Water Supply Authority Master Water Supply Contract - Exhibit B 'Water Allocations' (Peace River Facility water allocations).

(2) Peace River/Manasota Regional Water Supply Authority Master Water Supply Contract - Exhibit C 'New Water Supply Demands'.

(3) Pool water based on Customer submittals (January 2020).

(4) Total annual average water allocated for FY 2021 budget.

Redistribution Pool Base Rate Charge Adjustment by Customer				
	Annual Base Rate Adjustment		Monthly Base Rate Adjustment	
	To Pool	From Pool	To Pool	From Pool
Charlotte County	0	0	0	0
DeSoto County	0	0	0	0
Sarasota County	0	0	0	0
City of North Port	0	0	0	0
Total	\$0	\$0	\$0	\$0

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
February 2, 2022

CONSENT AGENDA
ITEM 5

Work Order with AECOM for Engineering Services for Clarifier Components Replacement

Recommended Action -

Motion to approve Work Order with AECOM and authorize the Executive Director to execute WO under their Continuing Services Contract in the amount of \$139,536.

The metal components in the original 1991 treatment facility (bells, rings, racks, catwalk, etc.) were rehabilitated but not replaced as a part of the 1991 Rebuild Project (completed 2015). These components, which have been in service over 40 years, are currently showing significant wear and corrosion and require a detailed engineering inspection, evaluation, and recommendation on appropriate course of action to insure continued reliable operation.

A Work Order is recommended for AECOM under their continuing services contract in the amount of \$139,536 to complete necessary inspection/evaluation, design of new components where needed including development of plans and specifications and associated bid phase services.

Budget Action: None. Funded through annual R&R.

Attachments:

AECOM Scope and Fee proposal

December 15, 2021

Mr. Richard Anderson
Operations Director
Peace River Manasota Regional Water Supply Authority
9415 Town Center Pkwy
Lakewood Ranch, FL 34202

**RE: New Work Order 21-XXXXX
Engineering Services for the Inspection, Evaluation, Design and Bidding Services of the Peace
River Facility Plant #1 Clarifiers**

Dear Richard:

Pursuant to your request, AECOM Technical Services Inc. (AECOM) is pleased to submit to the Peace River Manasota Regional Water Supply Authority (Authority) this Revised Letter Proposal for engineering services related to the inspection, evaluation, design, and bidding of improvements required for the rehabilitation of the two existing Peace River Facility (PRF) Plant #1 Clarifiers. The results of the inspection and evaluation will be used to develop the design of the recommended improvements.

Under this WO 21-XXXXX, AECOM will perform the services described below and listed in the attached Project Budget.

Background

The Authority previously performed a partial rehabilitation of the two (2) existing clarifiers in treatment Train #1 (Plant #1) in 2015 at the Peace River Facility. However, some components of the clarifiers system were not replaced at that time including bells, rings and possibly racks. The motors, drives, launders, and catwalk may also need replacement. The concrete structures are approximately 40 years old and were rehabilitated in the 2015 upgrade. Although the existing coating is noted to be in good condition, it will also be inspected. In addition, there are corrosion issues with various dissimilar metal connections that need to be addressed. Pursuant to our discussion, a structural inspection is not required. The purpose of this scope is to provide for the inspection and evaluation of the condition of these items and provide recommendations for the replacement/improvement. Once the improvements are approved by the Authority, the results of the evaluation will be used to develop the design of the recommended improvements. Bidding services are also included herein.

Task 1 – Project Management

AECOM will conduct a kick-off meeting and perform project coordination and management functions for the duration of the Project. The kick-off meeting will be held virtually to minimize cost. Meeting minutes will be prepared. Estimated duration to complete the work is not to exceed **12 months**.

Task 2 – Site Visit and Data Collection

AECOM will coordinate a site visit with plant operations personnel and equipment vendor representatives (Ovivo) to inspect and evaluate the condition of the clarifiers and determine what equipment should be replaced. Pertinent plant data including Record Drawings and 2015 rehabilitation work will be collected for review.

Task 3 – Design Documents

AECOM will document the basis of design based on the results of the site visit inspection and evaluation during a design kick-off meeting. Meeting minutes will be prepared. It is anticipated that Ovivo will update and submit to AECOM their recommended improvements and budgetary estimate.

AECOM will prepare and submit to the Authority for review and comment 90% and Final Design documents. Each submittal will include construction plans, specifications, and an Engineer's Opinion of Construction Costs for review, comment, and approval by the Authority. The plan set will include plan and section views of the improvements and special details. Following each submittal, AECOM will meet with the Authority to discuss comments. AECOM will prepare and distribute meeting minutes and incorporate the Authority's comments into the subsequent submittal. The final deliverable will be "bid ready" construction plans and specifications. It is understood that a survey is not required. Estimated number of design drawings is 16, including site plan, demolition plans and sections, civil/mechanical plans and sections, electrical site plan and single line diagrams, I&C P&IDs and control panel diagrams, and miscellaneous details. AECOM has assumed that no structural modifications are required.

The scope of the design is currently based on replacement of materials and equipment as described in budgetary proposal from Ovivo USA, LLC dated September 29, 2021. As noted above an updated scope of improvements from Ovivo is anticipated. The scope of the equipment replacement includes the following per clarifier:

- One complete concentric combination dual rake and turbine drive unit
- Full diameter bridge support superstructure
- Drive platform
- Reaction well and upper cylinder
- Center column/recirculation drum
- Mixer
- Center rake shaft
- Two (2) full radius rake arms
- Local control panel

Task 4 – Bidding Services

AECOM will provide Bidding Phase Services to assist the Authority in procuring a construction contractor. The following will be provided as part of this Task:

- Attendance at Pre-Bid meeting(s)
- Address technical questions submitted by bidders
- Review bids received
- Provide a Recommendation for Award to the Authority



- Provide the Authority with an electronic and two hard copy plan sets of Conformed Drawings

Authority Responsibilities

1. Designate a Project Representative, as the Authority’s representative and primary contact for AECOM. AECOM will rely on the Authority’s designated Project Representative for instructions and approval of AECOM’s services.
2. Facilitate scheduling of site visit.
3. Dewatering of a minimum of one of the two Clarifiers for inspection during site visit. It is assumed that both clarifiers are in similar condition.
4. Provide all record information available for the project, including record drawings, shop drawings, upgrades, or rehabilitation documents for the two Clarifiers.
5. If required, provide supplemental vertical and/or horizontal locations of existing site components.
6. Provide timely reviews of submitted documents and schedule review meetings.

Compensation

For the professional services set forth in this Letter Proposal, the Authority will compensate AECOM as provided for in Section 6 of the Agreement for General Professional Engineering Services between the Authority and AECOM, effective date September 30th, 2020.

This Letter Proposal with the attached Project Budget requests authorization of a new Work Order 21-XXXXX in the amount of **\$139,536**. These services will be provided on a Lump Sum basis. This total includes an Owner’s Allowance of **\$7,000** to be utilized only when mutually agreed upon.

Schedule

AECOM will endeavor to provide services per the following schedule, which targets completion of this scope of services within **12 months** from NTP. In addition to AECOM’s performance, this schedule anticipates the Authority’s timely planning for and completion of reviews and their timely initiation of the project.

Task	Months from NTP											
	1	2	3	4	5	6	7	8	9	10	11	12
Project Management	■	■	■	■	■	■	■	■	■	■	■	■
Site visit	■											
Design Kickoff Meeting		■										
Draft Design Documents			■	■	■							
Review Meeting						■						
Final Design Documents							■	■				
Bidding Services									■	■	■	■

Certain assumptions have been made in developing the fee for services described under this Work Order. To the extent possible, they are stated in this Proposal. If changes to the work result in changes in the level of effort presented in this Proposal, then the scope of services and budget will be revised by mutual agreement.



AECOM appreciates the opportunity to be of service to the Authority on this important project. Please call me if you have any questions.

Sincerely,

AECOM Technical Services, Inc.

A handwritten signature in blue ink, which appears to read "R. Cavalieri". The signature is written in a cursive style and is positioned above the printed name.

Ronald R. Cavalieri, P.E., BCEE
Associate Vice President

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
February 2, 2022

CONSENT AGENDA
ITEM 6

Financial Advisory Services Contract with Public Resource Advisory Group (PRAG)

Recommended Action - **Motion** to approve Professional Services Evaluation Committee recommendation and authorize the Executive Director to execute the contract for Financial Advisory Services with Public Resource Advisory Group (PRAG).

Requests for proposals (RFP) were solicited from firms to serve as Financial Advisor for the purpose of providing financial advisory services generally consisting of assisting the Authority in the development, implementation of strategies to meet its financing needs, including the preparation and marketing of bond issuances and bank loans. Three (3) proposals were received, and all were deemed responsive and evaluated by the Professional Services Evaluation Committee (PSEC) in accordance with the Authority Procurement Policy.

Staff recommends that the Board approve the professional services evaluation committee recommendation and authorize the Executive Director to execute the Financial Advisory Services Contract with Public Resource Advisory Group (PRAG).

Firm	Ranking
Public Resource Advisory Group (PRAG)	1
PFM Financial Advisors	2
Ford and Associates	3

Budget Action: No action needed.

Attachments:

- Tab A PSEC Memo and Committee Consensus Scorecard
- Tab B Financial Advisory Services Contract and RFP Materials
- Tab C Three Responsive Proposals

TAB A
PSEC Memo and Committee Consensus Scorecard

**NOTICE OF INTENDED DECISION FOR AWARD OF CONTRACT-
FINANCIAL ADVISORY SERVICES**

Recommended Action -

Motion to approve Professional Services Evaluation Committee recommendation and authorize the Executive Director to execute the Financial Advisory Services Contract with Public Resource Advisory Group (PRAG).

Requests for proposals (RFP) were solicited from firms to serve as Financial Advisor for the purpose of providing financial advisory services generally consisting of assisting the Authority in the development, implementation of strategies to meet its financing needs, including the preparation and marketing of bond issuances and bank loans. Three (3) proposals were timely received on November 22, 2021 and all were deemed responsive and evaluated by the Professional Services Evaluation Committee (PSEC) in accordance with the Authority Procurement Policy.

Staff recommends that the Board approve the professional services evaluation committee recommendation and authorize the Executive Director to execute the Financial Advisory Services Contract with Public Resource Advisory Group (PRAG).

Firm	Ranking
Public Resource Advisory Group (PRAG)	1
PFM Financial Advisors	2
Ford and Associates	3

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.

Posted: January 11, 2022

Peace River Manasota Regional Water Supply Authority
 Financial Advisory Services
 PSEC Meeting: December 13, 2021 @ 9:30 am
 9415 Town Center Parkway, Lakewood Ranch, FL 34202


CONSULTANT	Criteria					Totals
	1 (30 points)	2 (30 points)	3 (15 points)	4 (15 points)	5 (10 points)	(100 points)
Ford and Associates	107	110	45	52	27	341 85.25
PFM	112	113	54	57	22	360 90
PRAG	115	116	51	53	39	374 93.5

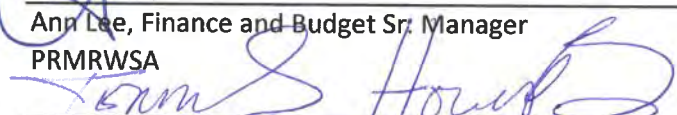
Criteria:

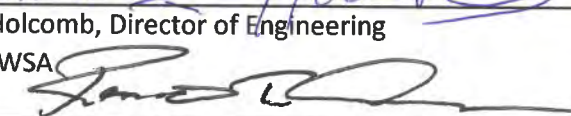
- 1 Consultant Experience & Demonstrated Ability
- 2 Key Personnel Experience & Demonstrated Ability
- 3 Fee Schedule
- 4 Consultant References
- 5 Innovative Ideas

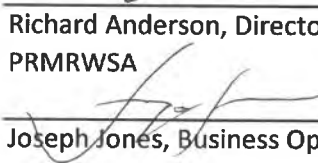
* Decision made to interview PFM & PRAG on Jan 10, 2022

Member Signatures:


 Ann Lee, Finance and Budget Sr. Manager
 PRMRWSA


 Terri Holcomb, Director of Engineering
 PRMRWSA


 Richard Anderson, Director of Operations
 PRMRWSA


 Joseph Jones, Business Operations Division Manager

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

Hon. Alan Maio
Sarasota County

Hon. Elton A. Langford
DeSoto County

Hon. Bill Truex
Charlotte County

Hon. George Kruse
Manatee County

Mike Coates, P.G., Executive Director

DATE: December 13, 2021

TO: Ann Lee, Finance & Budget Sr. Manager

FROM: Mike Coates, Executive Director

RE: Notice of Shortlisting and Invitation to Interview regarding the Financial Advisory Services Request for Proposals

In accordance with the Authority's Procurement Policy Section 5.4.3(b), the Professional Services Evaluation Committee (PSEC) met on December 13, 2021 to review the Proposals submitted for the Financial Advisory Services RFP.

It is the discretion of the PSEC to proceed with formal interviews of the firms, and the PSEC elected to proceed with formal interviews of the top two (2) ranked firms, PFM Financial Advisors (PFM) and Public Resources Advisory Group (PRAG). The interviews will be held at the Authority Administrative Offices, 9415 Town Center Parkway, Lakewood Ranch, FL on Monday, January 10, 2022. The public meeting will convene at 9:30 am with interviews conducted at the following times:

- PFM. – 9:45 am
- PRAG – 10:15 am

It is noted that rankings from the short list meeting will not be carried over to the formal interview process and that firms are presenting in alphabetical order only. The interview will allow for a 20-minute presentation by each firm and 10 minutes allotted for questions and answer between the PSEC members and the firm. Firms are requested to bring at least one printed copy of their presentation for inclusion into the record documents.

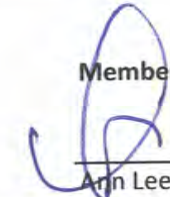
The Authority has audio visual equipment and resources available for use during the presentations. Any firm wishing to assess the compatibility of their presentation equipment shall contact Ms. Rachel Kersten at RKersten@regionalwater.org to schedule a date and time.

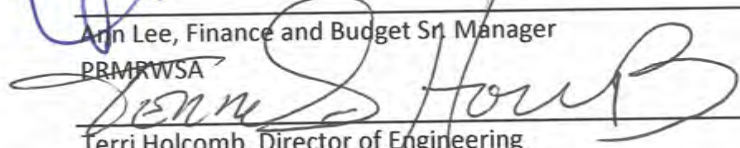
Any requests for additional information must be presented in writing via e-mail to Marisol Garcia at mgarcia@regionalwater.org no later than 5:00 p.m. Eastern Standard Time on December 28, 2021. Consultants are responsible to review the Authority's website for the Authority's responses to any questions timely submitted.

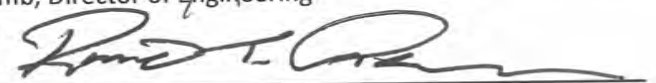
Peace River Manasota Regional Water Supply Authority
 Financial Advisory Services
 PSEC Interviews: January 10, 2022 @ 9:30 am
 9415 Town Center Parkway, Lakewood Ranch, FL 34202

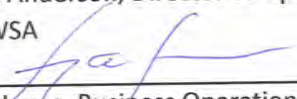
CONSULTANT	Lee	Holcomb	Anderson	Jones	Total Score (Lowest = Best)
	Rank 1 through 2 (1 is the highest)	Rank 1 through 2 (1 is the highest)	Rank 1 through 2 (1 is the highest)	Rank 1 through 2 (1 is the highest)	
PFM	2	2	2	1	7
PRAG	1	1	1	2	5

Member Signatures:


 Ann Lee, Finance and Budget Sr. Manager
 PRMRWSA


 Terri Holcomb, Director of Engineering
 PRMRWSA


 Richard Anderson, Director of Operations
 PRMRWSA


 Joseph Jones, Business Operations Division Manager
 Sarasota Co. Public Utilities

TAB B
Financial Advisory Services Contract and RFP Materials

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

REQUEST FOR PROPOSALS INFORMATION PACKAGE for FINANCIAL ADVISORY SERVICES

The Peace River Manasota Regional Water Supply Authority (“Authority”) is requesting proposals from any entity (“Consultant(s)”) for the purpose of providing financial advisory services. Financial Advisory services to be provided by Consultant to the Authority generally consisting of (but are not limited to): assist the Authority in developing, implementing and maintaining strategies to meet its financing needs. The selected Financial Advisor must be able to provide a full scope of financial advisory services, demonstrate experience in preparing and marketing a bond issuance, assist in the facilitation of the sale of municipal bonds, coordination of bank loans and review outstanding debt for potential savings on refundings.

AUTHORITY BACKGROUND

The Authority is an independent special district of the State of Florida, created and existing pursuant to Chapter 373, Florida Statutes, and Section 163.01, Florida Statutes. The Authority is comprised of Charlotte, DeSoto, Manatee and Sarasota Counties. The Authority was created for the purpose of developing, storing, and supplying water for county and municipal purposes in such a manner as will give priority to reducing adverse environmental effects of excessive or improper withdrawals from concentrated areas. The Authority is required to acquire, design, secure permits, construct, operate and maintain facilities in locations and at the times necessary to ensure that an adequate water supply will be available to all citizens within the Authority’s boundaries.

The Authority owns and operates the Peace River Facility, a 51 million gallon per day (“mgd”) conventional surface water treatment facility on Kings Highway in DeSoto County. The treatment plant is supported by a 120 mgd intake on the Peace River, a 6.5 billion gallon off-stream raw water storage system, and 21 aquifer storage and recovery wells. The Authority’s regional system also includes approximately eighty (80) miles of large-diameter drinking water transmission system pipelines and associated remote pumping stations and finished water storage tanks in several counties.

SCOPE OF SERVICES

Financial Advisory services to be provided by Consultant to the Authority generally consisting of (but are not limited to): assist the Authority in developing, implementing and maintaining strategies to meet its financing needs as set forth in Exhibit A.

BOND RATING

The Authority has consistently maintained high quality bond ratings. The Authority currently maintains a credit rating of AA with Fitch, Aa3 with Moody’s and AA with Standard & Poor’s. The Consultant selected will be expected to work with the Authority and its underwriters to

develop strategies to maintain and, where possible, enhance these bond ratings.

LONG TERM DEBT

As of September 30, 2020, the Authority had a total of \$141,765,000.00 in long term debt outstanding. Additional information regarding the Authority's long term debt may be found in the Authority's Budget and Comprehensive Annual Financial Report which is available online at www.regionalwater.org/business.

FUTURE PLANS

The Authority anticipates several debt issuances and/or bank loans in the next ten (10) years. Specifically, the Authority anticipates the need for financing for several pipeline projects, Peace River Reservoir 3 Project and the expansion of the Peace River Water Treatment Facility capacity. Additional information regarding the Authority's capital planning may be found in the Authority's 5-year Capital Improvement Plan and 20-year Capital Needs Assessment which is available online at www.regionalwater.org/business.

GENERAL PROJECT SCHEDULE

<u>Milestone</u>	<u>Expected Date of Completion</u>
(1) Advertise for Consultant Proposals	10/21/2021
(2) Final Date for Questions	11/04/2021
(3) Proposal Submittals Due to the Authority	11/22/2021
(4) PSEC ^(a) Meeting	12/13/2021
(5) PSEC Interviews and Meeting/Ranking (if needed)	01/10/2022
(6) Consultant Selection by the Authority Board of Directors	02/02/2022

(a) PSEC = Professional Services Evaluation Committee. All PSEC meetings are publicly noticed. The PSEC has the option to interview firms. If interviews are conducted by the PSEC, they will be at a public meeting on the date shown

The Authority reserves the right to delay scheduled dates if determined to be in the best interest of the Authority.

CONSULTANT SELECTION PROCESS

Consultant selection shall be in accordance with Section 3 of the Authority's Procurement Policy (adopted October 1, 2021 or latest revision). The Authority's Procurement Policy can be viewed in its entirety on the Authority's website at www.regionalwater.org. A copy of the Authority's standard professional services contract form is included in this information package.

The financial advisory services contract contains minimum insurance requirements that must be satisfied for the contract to be executed by the Authority. The contents of the proposal of the successful Consultant will be incorporated into a written agreement in terms acceptable to the Authority at its absolute discretion. By submitting a proposal, Consultant agrees to all the terms and conditions of this Request for Proposals and those included in the Authority's standard

professional services contract. Questions and clarification related to this Request for Proposals or the Authority's standard professional services contract, must be submitted to the Authority as described below.

After issuance of this Request for Proposals, prospective Consultants or their agents, representatives or persons acting at the request of such Consultant are prohibited from contacting members of the Authority's Board of Directors and Executive Director or any member of a selection or negotiation committee concerning this issue until after the final recommendation is presented to the Board of Directors for approval or when the solicitation has been canceled or terminated. Any questions concerning this Request for Proposals must be presented in writing via email to Marisol Garcia at MGarcia@regionalwater.org no later than 5:00 p.m. Eastern Standard Time on November 4, 2021. **Consultants are responsible to review the Authority's website for the Authority's responses to any questions timely submitted.**

The Authority prohibits the Financial Advisor from either serving as underwriter for the Authority during the term of the agreement resulting from the RFP or resigning to serve as underwriter.

PROPOSAL REQUIREMENTS

A proposal must (at minimum) include the following:

1. Letter of transmittal including a brief summary of the proposal contents, your company and its capabilities as well as the vision and strategic direction for the firm for the next ten (10) years (maximum of two (2) pages).
2. Table of Contents including a clear identification of the material by section and page number.
3. General Business Information including (maximum of five (5) pages):
 - a. Legal name of Consultant, principal office address and location from which the work is to be performed, phone number, name of principal in charge and email address.
 - b. Indicate business structure, i.e., partnership, corporation, joint venture (if joint venture, identify the members). Firm should be registered as a legal entity in the State of Florida.
 - c. State if the Consultant's business and proposed key personnel are licensed, permitted and/or certified to do business in the State of Florida and attach copies of all such licenses issued to the business entity and key personnel. License copies may be minimized to fit multiple licenses per page, as long as they are legible.
4. Consultant Firm's Experience and Ability including (maximum of fifteen (15) pages):
 - a. Consultants shall submit a verifiable statement of the Consultant's experience in providing financial advisory services, the number of years the firm has been in business, and previous business name(s), if applicable.
 - b. Indicate the Consultant firm's background in providing the services as outlined in Exhibit A to governmental entities. Proposal should include detailed description of successful financing efforts with at least 5 governmental entities in Florida, of which three (3) shall be water or wastewater utilities, that have been completed in the last five (5) years. The description should indicate for each issuance the client, description of project, duration of project, contact person/phone number, Consultant's key personnel on the project and the results/deliverable of the project. This statement of experience should also be

supported by the references listed on the Reference Forms as required under item ten (10) below.

- c. Description of the capabilities, experience and expertise of the firm as a whole in the following aspects of financial management:
 - i. Development of long-term strategic financial planning;
 - ii. Issuance of tax exempt debt (bonds and notes);
 - iii. Provision of other financial planning and general financial advisory services, including client education;
 - iv. Describe the firm's knowledge, experience and resources in tracking and monitoring the tax-exempt and taxable bond markets;
 - v. Explain the process for ensuring that the Authority receives the best price for any bonds and refunding, including how you evaluate the success of any pricing; and,
 - vi. Describe a specific past example of significant financial project or plan of finance designed by your firm as Financial Advisor for a governmental agency. Provide the planning process, revenue projection process, debt or finance plan, approval process, and the resulted outcomes in relation to the expected planning.
 - d. Disclose the firm's affiliation or relationship with any broker dealer.
 - e. Disclose any finder's fees, fee splitting payments to consultants or other contractual arrangements of the firm that could present a real or perceived conflict of interest.
 - f. Describe the firm's access to sources of current market information to assist in the pricing of negotiated sales and information to assist in the planning and execution of competitive sales.
 - g. Provide a list of all clients gained and lost over the last 12 months. For clients lost, please provide the reason(s) for the client departure.
 - h. Describe and provide information on unique or innovative financial advisory techniques, programs, or concepts the firm has utilized for financial advisory clients in Florida and how these techniques may be applied to the Authority.
 - i. Clearly identify any subcontractor that may be utilized in providing Financial Advisory services and how such subcontractor would participate. Authority reserves the right to approve or disapprove any subcontractor candidate in its best interest and require the Financial Advisor to replace subcontractor with one that meets Authority approval.
5. Key Personnel Experience and Ability (maximum of ten (10) pages):
- a. Identify the specific key personnel to be assigned to the Authority and their accessibility and availability;
 - b. Designate the key personnel that will have the primary responsibility of managing the account;
 - c. Provide a resume for each key personnel to be assigned to the Authority that includes the following:
 - i. Name, title, years of experience, office location and area of specialty;
 - ii. Describe relevant qualifications and experience, including licenses, accreditations and professional memberships; and
 - iii. Indicate the role each key personnel will play in the development of requested work products.
 - d. Provide an organizational chart for the project team.

6. Disclose the nature and magnitude of any litigation or regulatory action filed or settled against the Consultant in its role as financial advisor in the last three (3) years and the resolution thereof.
7. Disclosure of whether Consultant previously represented or currently represents Charlotte, DeSoto, Manatee or Sarasota Counties, and/or the City of North Port (“Customers”), in any capacity, and description of such representation, if applicable;
8. Disclosure of any current litigation the Consultant is a) a party to, or b) directly or indirectly involved (e.g., retained for testimony and expertise on behalf of any other entity; subpoenaed; etc.) that is against the Authority or any of the Customers, and a description of such litigation, if applicable;
9. Disclose if the Consultant is involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the Consultant under federal bankruptcy law or any state insolvency law.
10. Required forms (see copies attached below):
 - Project Manager and Project Team/Key Personnel Form;
 - Signed Sworn Statement under Section 287.133(3)(a), Florida Statutes, on Public Entity Crimes; and
 - Reference Forms (minimum of three (3) completed reference forms)
 - E-Verify Affidavit and Required Evidence
 - Exhibit B – Fee Schedule

Two or more Consultants **may not** combine for the purpose of responding to this Request for Proposals.

The proposal shall be limited to the page number maximums as listed in the proposal requirements above and shall not exceed forty (40) one-sided pages in aggregate for all requested information described herein including the required forms listed in Item 10 above, with the exception of the E-Verify Affidavit’s Required Evidence. Front and back covers, transmittal letter, and section dividers are excluded from the page limit. All pages shall be standardized 8 ½ x 11 inches in size, margins not less than 1-inch, standard black text and minimum 12-point font size.

Consultants desiring to provide these services to the Authority must submit six (6) paper copies and 1 electronic PDF copy on a USB drive of their proposal in accordance with the requirements contained in the information package to:

Peace River Manasota Regional Water Supply Authority
Attn: Mike Coates, Executive Director
RFP: Financial Advisory Services
9415 Town Center Parkway
Lakewood Ranch, Florida 34202
(941) 316-1776

A Consultant’s proposal must be received no later than **2:00 p.m. Eastern Standard Time on November 22, 2021** at the above referenced address at which time and place the sealed proposals will be publicly opened. Proposals must be delivered by U.S. mail (postage prepaid), nationally

recognized courier service, or by hand delivery. If proposals are sent via courier service, they must be placed in a sealed envelope properly identified within the courier package. It is the Consultant’s responsibility to ensure that its proposal is delivered to the Authority prior to the above deadline. The Authority will not be responsible for any lost or late arriving proposals sent via the U.S. Postal Service or other delivery services. Late submittals will not be opened or considered. Proposals that are incomplete, conditional, obscure, or do not conform to the requirements contained in this Request for Proposals may be rejected as nonresponsive at the sole discretion of the Authority. The Authority reserves the right to reject all responses and not grant any award resulting from this Request for Proposals. The Authority also reserves the right to waive nonmaterial irregularities and technicalities and to re-advertise for additional proposals. If awarded, no contract will be formed between the Consultant and the Authority until an agreement is executed by both parties.

Upon submittal of its proposal, the Consultant agrees to be bound by all terms and conditions of the Request for Proposals. Neither the Authority nor its representatives will be liable for any expenses incurred in connection with preparation of a response to this Request for Proposals.

PROPOSAL EVALUATION CRITERIA

The following factors, with the weighting indicated, will be used to evaluate proposals:

Criteria	Weighting
1. Consultant Experience & Demonstrated Ability	30 points
2. Key Personnel Experience & Demonstrated Ability	30 points
3. Fee Schedule	15 points
4. Consultant References	15 points
5. Innovative Ideas	10 points
TOTAL	100 points

SCRUTINIZED COMPANIES

A company that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, shall be ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of any amount.

Similarly, a company that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, shall be ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of one million dollars or more. By submitting a proposal, Consultant must certify that it is not on the aforementioned lists.

PUBLIC ENTITY CRIMES

A person or an affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two for a period of thirty-six (36) months from the date of being placed on the convicted vendors list. Consultant shall submit with its proposal a properly executed and notarized Public Entity Crimes Statement, attached hereto.

DISCRIMINATORY VENDER LIST

An entity who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases or real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. By submitting a proposal to this solicitation, Consultant certifies that it is not on the discriminatory vender list.

CONFLICT OF INTEREST

All Consultants must disclose in their proposal the name of any officer, director, or agent who is also an employee of the Authority. Further, all Consultants must disclose the name of any employee of the Authority who owns, directly or indirectly, an interest in the Consultant's firm or any of its subsidiaries.

PARTICIPATION IN E-VERIFY SYSTEM

Every public employer, consultant/contractor, and subconsultant/contractor shall register with and use the E-Verify System to verify the work authorization status of all newly hired employees. By submitting a proposal, Consultant certifies that it has registered for and will use the E-Verify System.

PROCUREMENT POLICY AND BID PROTESTS

Consultant is hereby placed on notice of the existence of the Authority Procurement Policy, October 2021 (or latest revision) ("Procurement Policy"), and is considered to be on constructive notice of all provisions contained therein. A copy is available at the Authority's Administrative Office at 9415 Town Center Parkway, Lakewood Ranch, Florida 34202 and on the Authority's website at www.regionalwater.org. The Authority shall post the intended decision or Board decision on the Authority's website at www.regionalwater.org. Notwithstanding the Procurement

Policy, disputes regarding the bidding process shall be resolved in accordance with Section 120.57(3), Florida Statutes. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

PUBLIC AVAILABILITY OF RECORDS

Once opened, all proposals will become the property of the Authority and, at the sole discretion of the Authority, may not be returned to Consultant. Any information, reports, or other materials given to, prepared, or submitted in response to this Request for Proposals will be subject to the provisions of the Public Records Act, Chapter 119, Florida Statutes. Any Consultant claiming that its proposal contains information that is exempt from Chapter 119, Florida Statutes, must clearly segregate and mark that specific information and provide the specific statutory citation for such exemption. Section 119.071(1)(b), Florida Statutes, exempts sealed proposals from inspection, examination, and duplication until such time as the Authority issues a notice of intended decision pursuant to Section 120.57(3)(a), Florida Statutes, or within thirty (30) days after the proposal opening, whichever comes first. This exemption is not waived by the public opening of the proposals. Any questions regarding the application of Chapter 119, Florida Statutes, to this Request for Proposal can be directed to the Authority's public records custodian by telephone at (941) 316-1776, or by email at ALee@regionalwater.org, or 9415 Town Center Parkway, Lakewood Ranch, Florida 34202.

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 with 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.

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

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

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

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

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

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

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, Consultant 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 Consultant employees hired on and after January 1, 2021. Additionally, Consultant shall require all subconsultants performing work under this Agreement to use the E-Verify system for any employees hired on and after January 1, 2021. Consultant 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 Consultant 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: _____

EXHIBIT A
SCOPE OF SERVICES

- 1) Examine and review the present financial structure of the Authority and its proposed projects;
- 2) Assist with the preparation of cash flow forecasts for proposed issues addressing debt service requirements and sources of funding;
- 3) Prepare the timetables and work schedules to ensure proposed financing issuances are planned and executed in an efficient manner;
- 4) Assist in identifying key bond covenant features and advise the Authority with regard to provisions to be included in bond resolutions regarding security, flow of funds, redemption and additional parity debt tests;
- 5) Assist in the proceedings for the validation of any financing and the preparations of material pertaining thereto and testify as an expert witness in the financing program;
- 6) Advise as to the advantages and disadvantages of negotiated or competitive bid sale and/or alternative funding solutions;
- 7) Assist in the selection of underwriters, if applicable;
- 8) Recommend as to whether credit substitutions or enhancements, such as bond insurance, should be obtained;
- 9) Prepare for and participate in rating agency presentations including but not limited to, on-site visits, meetings and virtual communications with such agencies;
- 10) Arrange for the widest distribution possible of Official Statements to bond underwriters and investors;
- 11) Assist in the negotiating of the underwriter's discount, or spread if a negotiated sale is contemplated;
- 12) Assist the Authority in selecting registrars, paying agents, and other financial intermediaries as necessary;
- 13) Assist at bond closing and coordinate printing, signing and delivery of the bonds;
- 14) Provide the Authority with information about the structure of financing programs used by other issuers;
- 15) Provide advice on term and features of bonds, both public offerings and direct placements, timing and marketing of issuances and market conditions as they relate to future sales;
- 16) Coordinate applications by the Authority for future credit ratings in order to assist in obtaining the highest possible ratings;
- 17) Provide advice on proposed and actual changes in tax laws and changes in financial markets that could affect financing plans;
- 18) Provide information required by external auditors of the Authority as requested;
- 19) Provide investment strategies based on current market conditions and portfolio review to maximize investment earnings while ensuring Authority funds are safe;
- 20) Evaluate various loan proposals or lease purchase contracts that the Authority may enter into;
- 21) Assist in establishing written goals and objectives for cash and debt management;
- 22) Review rate studies and feasibility reports for adequacy of future debt financings;
- 23) Prepare a comprehensive plan for financing, taking into consideration federal arbitrage regulations and other related parameters, presenting financing alternatives, evaluating debt capacity, future flexibility and vulnerability to market conditions, estimating financing costs and setting forth various structuring alternatives;

EXHIBIT A
SCOPE OF SERVICES (continued)

- 24) Assist the Authority in selecting and engaging bond counsel;
- 25) Coordinate the “Bond Working Group” consisting of appropriate Authority staff, Authority General Counsel, Underwriter(s), Bond Counsel and others;
- 26) Advise the Authority Board of Directors and staff as to market conditions and recommend timing of bond sales and other financing;
- 27) If bonds are sold by public sale with sealed bids, prepare a comprehensive official statement of the bonds in conformance with full disclosure guidelines and arrange for its printing;
- 28) Attend Authority Board of Directors and other Authority meetings as requested;

For Public Sales of Bonds:

- 29) In cooperation with legal counsel, prepare the official notice of sale for the bonds;
- 30) Assist Authority staff at the time of sale in checking all bids for compliance with bid specifications and make a recommendation as to award the bonds in the best interest of the Authority;

For Negotiated Sales of Bonds:

- 31) Evaluate the bond purchase agreement and advise as to its acceptance or rejection in light of market conditions;

For Public or Negotiated Sales of Bonds:

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

EXHIBIT B
FEE PROPOSAL

The following fees are submitted to provide services set for in this RFP. Fees shall be presented as a price per \$1,000 of par value issued in each of the cumulative ascending levels of debt in any issuance. The debt groupings presented must be used without alteration. Proposers are not required to offer a fee proposal for each requested grouping, debt level, or minimum or maximum amount. Proposed fees will be considered in selecting a Financial Advisor.

FEE PROPOSAL PER \$1,000 UPON SUCCESSFUL CLOSING:

Minimum fee for a successful closing of bonded debt: \$ _____ (if there is no minimum, please indicate “no minimum”)

Maximum fee for a successful closing of bonded debt: \$ _____ (if there is no maximum, please indicate “no maximum”)

Par Value of Bond Issued	Fee per \$1,000
\$0 to \$20,000,000	
\$20,000,001 to \$40,000,000	
\$40,000,001 to \$60,000,000	
\$60,000,001 to \$80,000,000	
Over \$80,000,001	

Bank Loan: Fees for assistance with bank loans will be issued on a flat fee basis.

Fee per issue: \$ _____

Lines of Credit: Fees for assistance with lines of credit will be issued on a flat fee basis.

Fee per issue: \$ _____

HOURLY FEE PROPOSAL TABLE

Unrelated to a specific debt issue, consulting services may be requested by the Authority and contracted for on an hourly rate basis. Proposer must specify hourly rates for individuals assigned to special services, such as partner, senior officer, professional staff, junior staff and support staff or as a flat monthly retainer.

Position	Rate per Hour

Flat Monthly Retainer: \$ _____ /month (if there is no retainer proposed, please indicate “no retainer”; if there is a retainer, describe what services & time commitment from your employees are covered by the retainer)

**AGREEMENT FOR FINANCIAL ADVISORY SERVICES
BETWEEN THE PEACE RIVER MANASOTA REGIONAL WATER SUPPLY
AUTHORITY AND _____**

The Agreement is made this 1st day of March 2022 (“Effective Date”) between the PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY, an independent special district created pursuant to Section 373.1962, Florida Statutes, now found in Section 373.713, Florida Statutes, and Section 163.01, Florida Statutes, acting by and through its governing Board of Directors, hereinafter referred to as the “Authority”, whose address is 9415 Town Center Parkway, Lakewood Ranch, Florida 34202, and _____, hereinafter referred to as “Financial Advisor”, whose address is _____.

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

WHEREAS, the Authority must periodically implement projects to maintain, assess, inspect, evaluate, repair, and upgrade its various existing facilities, permits, systems and data, as well as investigate, analyze, or assess new projects, and construct buildings and related systems necessary to support its operations; and

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

WHEREAS, the Financial Advisor submitted a response to the Request for Proposals for Financial Advisory Services to the Authority dated November 22, 2021; and

WHEREAS, the Financial Advisor agrees to provide services contemplated by this Agreement for the term of this Agreement consistent with its response to the Request for Proposals

for Financial Advisory Services;

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

SECTION 1. RECITATIONS

The recitations set forth above are incorporated herein.

SECTION 2. SCOPE OF SERVICES

The Authority hereby agrees to retain the Financial Advisor as its Financial Advisor. In that capacity, the Financial Advisor shall provide financial advisory services including the following:

- 1) Examine and review the present financial structure of the Authority and its proposed projects;
- 2) Assist with the preparation of cash flow forecasts for proposed issues addressing debt service requirements and sources of funding;
- 3) Prepare the timetables and work schedules to ensure proposed financing issuances are planned and executed in an efficient manner;
- 4) Assist in identifying key bond covenant features and advise the Authority with regard to provisions to be included in bond resolutions regarding security, flow of funds, redemption and additional parity debt tests;
- 5) Assist in the proceedings for the validation of any financing and the preparations of material pertaining thereto and testify as an expert witness in the financing program;
- 6) Advise as to the advantages and disadvantages of negotiated or competitive bid sale and/or alternative funding solutions;
- 7) Assist in the selection of underwriters, if applicable;
- 8) Recommend as to whether credit substitutions or enhancements, such as bond insurance, should be obtained;
- 9) Prepare for and participate in rating agency presentations including but not limited to, on-site visits, meetings and virtual communications with such agencies;
- 10) Arrange for the widest distribution possible of Official Statements to bond underwriters and investors;
- 11) Assist in the negotiating of the underwriter's discount, or spread if a negotiated sale is contemplated;
- 12) Assist the Authority in selecting registrars, paying agents, and other financial intermediaries as necessary;
- 13) Assist at bond closing and coordinate printing, signing and delivery of the bonds;
- 14) Provide the Authority with information about the structure of financing programs used by other issuers;
- 15) Provide advice on term and features of bonds, both public offerings and direct placements, timing and marketing of issuances and market conditions as they relate to future sales;
- 16) Coordinate applications by the Authority for future credit ratings in order to assist in obtaining the highest possible ratings;
- 17) Provide advice on proposed and actual changes in tax laws and changes in financial markets that could affect financing plans;

- 18) Provide information required by external auditors of the Authority as requested;
- 19) Provide investment strategies based on current market conditions and portfolio review to maximize investment earnings while ensuring Authority funds are safe;
- 20) Evaluate various loan proposals or lease purchase contracts that the Authority may enter into;
- 21) Assist in establishing written goals and objectives for cash and debt management;
- 22) Review rate studies and feasibility reports for adequacy of future debt financings;
- 23) Prepare a comprehensive plan for financing, taking into consideration federal arbitrage regulations and other related parameters, presenting financing alternatives, evaluating debt capacity, future flexibility and vulnerability to market conditions, estimating financing costs and setting forth various structuring alternatives;
- 24) Assist the Authority in selecting and engaging bond counsel;
- 25) Coordinate the "Bond Working Group" consisting of appropriate Authority staff, Authority General Counsel, Underwriter(s), Bond Counsel and others;
- 26) Advise the Authority Board of Directors and staff as to market conditions and recommend timing of bond sales and other financing;
- 27) If bonds are sold by public sale with sealed bids, prepare a comprehensive official statement of the bonds in conformance with full disclosure guidelines and arrange for its printing;
- 28) Attend Authority Board of Directors and other Authority meetings as requested;

For Public Sales of Bonds:

- 29) In cooperation with legal counsel, prepare the official notice of sale for the bonds;
- 30) Assist Authority staff at the time of sale in checking all bids for compliance with bid specifications and make a recommendation as to award the bonds in the best interest of the Authority;

For Negotiated Sales of Bonds:

- 31) Evaluate the bond purchase agreement and advise as to its acceptance or rejection in light of market conditions;

For Public or Negotiated Sales of Bonds:

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

SECTION 3. ADJUSTMENTS TO THE FINANCIAL ADVISORY TEAM

Key personnel assigned by the Financial Advisor to provide services to the Authority is _____ . It is the intention of the Authority that the Financial Advisory's personnel for the Agreement will be available for the Agreement term. In the event the

Financial Advisor wishes to substitute personnel, it shall propose personnel of equal or high qualifications and all replacement personnel are subject to Authority approval. In the event substitute personnel are not satisfactory to the Authority and the matter cannot be resolved to the satisfaction of the Authority, the Authority may terminate the Agreement.

SECTION 4. THE AUTHORITY'S RESPONSIBILITY

The Authority's responsibilities are as follows:

- A. To designate the Authority's Executive Director to act on the Authority's behalf with respect to the Scope of Services. The Executive Director shall have complete authority to transmit instructions; receive information; approve invoices and authorize payments thereon; and interpret and define Authority's policies and decisions with respect to materials, elements, sub-consultants, key personnel and systems pertinent to Financial Advisor's services.
- B. To provide, within a reasonable amount of time from request of Financial Advisor, existing data, plans, reports and other information in the Authority's possession or under the Authority's control that are necessary or may be helpful to Financial Advisor in performance of its duties, and to provide all information regarding requirements of the Scope of Services.
- C. To give prompt written notice to the Financial Advisor if the Authority observes or otherwise becomes aware of any fault in the Scope of Service or non-conformance with the Agreement Documents as provided in Section 7 herein.
- D. To furnish required information and services and render approvals and decisions as expeditiously as necessary for the orderly progress of Financial Advisor's services.

SECTION 5. FINANCIAL ADVISOR'S RESPONSIBILITY

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

- A. Financial Advisor shall secure at its own expense, all personnel, facilities, and equipment required to perform the services necessary to complete the Scope of Services.

- B. Financial Advisor shall maintain an adequate and competent professional staff appropriately certified/licensed and operating within the State of Florida.
- C. Financial Advisor shall designate in writing a single representative with whom the Authority shall coordinate. This representative shall have the authority to transmit instructions, receive information, and interpret and deliver Financial Advisor's policies, opinions and decisions related to the Scope of Services.
- D. Financial Advisor shall secure all licenses or permits required by law for the completion of the Scope of Services and shall be in compliance with all federal, state and local law, statutes, rules, regulations, ordinances, orders and decisions in effect at the time of the execution of the Agreement and during the time of the Agreement.
- E. Financial Advisor shall, at all times, keep the Authority advised as to the progress on the Scope of Services.
- F. Financial Advisor shall cooperate with other consultants retained by the Authority as needed.
- G. The Authority shall have the right during the three (3) year period following the expiration or termination of the Agreement to audit Financial Advisor with regard to any financial matters in connection with the services provided under this Agreement. The requested audit shall be performed by a certified public accountant selected and paid for by the Authority. Financial Advisor shall make all documents and data available to the Authority or its designated auditor. Financial Advisor may have the audit reviewed by Financial Advisor's auditor at Financial Advisor's expense.

SECTION 6. COMPENSATION

The Financial Advisor shall receive fees for its services at the completion of financing on terms consistent with its response to the Request for Proposals for Financial Advisory Services.

Expenses, which may be incurred by the Financial Advisor for travel or hotels, must be pre-

approved by the Authority's Executive Director and, if pre-approved, will be reimbursed in accordance with Exhibit "C", Authority Resolution 2018-01 Resolution Establishing Per Diem and Travel Expenses.

SECTION 7. AGREEMENT DOCUMENTS

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

- A. Financial Advisors November 22, 2021 Proposal, attached hereto as Exhibit "A",
- B. Fee Schedule, attached hereto as Exhibit "B",
- C. Authority Resolution 2018-01 *Resolution Establishing Per Diem and Travel Expenses*, (or latest revision) attached hereto as Exhibit "C",
- D. Certificate of Insurance, attached hereto as Exhibit "D", and
- E. Any written amendments, modifications, work orders or addenda to the Agreement.

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

SECTION 8. TERM OF AGREEMENT

This Agreement shall be for a term of five (5) years, unless earlier terminated as provided herein.

The Agreement may be extended upon mutual written agreement between the Authority and the Financial Advisor.

SECTION 9. TERMINATION OF AGREEMENT

The Agreement may be terminated the Authority, with or without cause, upon thirty (30) days' written notice to the Financial Advisor. In the event of termination under this section, the Financial Advisor shall be entitled to compensation for all services provided to the Authority up to the date of termination, which are within the Scope of Services and are allowed under this Agreement. If the Agreement is so terminated, Financial Advisor must promptly deliver to the Authority copies of all

then completed deliverable items and all other documents that directly support the deliverables prepared by Financial Advisor.

SECTION 10. SURVIVAL

All provisions of this Agreement which by their terms bind either party after the expiration or termination of this Agreement shall survive the expiration or termination of this Agreement, including but not limited to the following:

1. Section 5(G), regarding Audits;
2. Section 9, regarding Termination of Agreement;
3. Section 10, regarding Survival;
4. Section 11, regarding Indemnification;
5. Section 17(J), regarding Professional Liability Insurance;
6. Section 18, regarding Default/Remedies;
7. Section 24, regarding Dispute Resolution; and
8. Section 25, regarding Controlling Law/Attorney Fees.

SECTION 11. COMPLIANCE WITH LAWS

The Financial Advisor shall comply with all the applicable requirements of Federal, State of Florida, and applicable local laws, codes and ordinances, as may be amended from time to time. Financial Advisor shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law). In addition to this Agreement's requirements and as required by Section 119.0701(2), Florida Statutes, the Financial Advisor shall (1) keep and maintain public records that ordinarily and necessarily would be required by the Authority in order to perform the service; (2) provide the public with access to public records on the same terms and conditions that the Authority would provide the records and at a cost that does not exceed the cost provided by law; (3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meet all requirements for retaining public records and transfer, at no cost to the Authority, including all public records in possession of the Financial Advisor upon termination of this Agreement, and destroy any duplicate public records that are exempt and/or confidential

from public records requirements. All records stored electronically must be provided to the Authority in a format that is compatible with the information technology systems of the Authority. Financial Advisor shall notify the Authority within forty-eight (48) hours of receipt of a public records request under Chapter 119, Florida Statutes.

IF THE FINANCIAL ADVISOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE FINANCIAL ADVISOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (941)316-1776; ALEE@REGIONALWATER.ORG; OR 9415 TOWN CENTER PARKWAY, LAKEWOOD RANCH, FLORIDA 34202.

SECTION 12. INDEMNIFICATION OF THE AUTHORITY

Financial Advisor agrees to indemnify and hold harmless the Authority, and its directors, officers and employees from liabilities, damages, losses, and costs, either at law or in equity, including but not limited to, reasonable attorney fees and costs and attorney fees and costs on appeal, as a result of any negligent or reckless act or omission or any intentional wrongful conduct of Financial Advisor and other persons employed or utilized by the Financial Advisor in performance of the Agreement. The execution of the Agreement by Financial Advisor shall obligate the Financial Advisor to comply with the foregoing indemnification provision. This indemnification shall survive the termination of this Agreement and shall be binding on the successor or assignee of the Financial Advisor or service provided.

SECTION 13. SUCCESSORS AND ASSIGNS

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

SECTION 14. NO THIRD-PARTY BENEFICIARY

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

SECTION 15. SUBCONSULTANTS

Financial Advisor shall not subcontract, assign, or transfer the Agreement or any work or services specifically authorized in the Agreement without the prior written consent of the Authority, which consent may be withheld in the Authority's sole and absolute discretion. Financial Advisor shall be solely responsible for the employment, direction, supervision, compensation and control of any and all subconsultants, experts or other persons employed by Financial Advisor. Financial Advisor shall cause all subconsultants, experts or other persons employed by Financial Advisor to abide by the terms and conditions of the Agreement, and all applicable laws as their work or services affect the Authority. Financial Advisor shall not permit any subconsultants, supplier or other person or organization to perform work or services unless such subconsultants, supplier or other person or organization has complied with the workers' compensation insurance requirements contained in Section 16 herein. Nothing in this Agreement shall be construed to create, or be implied to create any relationship between the Authority and any subconsultants of the Financial Advisor.

SECTION 16. INDEPENDENT CONTRACTOR

Neither the Authority nor any of its employees shall have any control over the conduct of Financial Advisor or any of Financial Advisor's employees, subconsultants or agents, except as herein set forth, and Financial Advisor expressly warrants not to represent at any time or in any manner that Financial Advisor or Financial Advisor's agents, subconsultants or employees are in any manner agents, subconsultants or employees of the Authority. It is understood and agreed that Financial Advisor is, and shall at all times remain as to the Authority, a wholly independent Financial Advisor and that Financial Advisor's obligations to the Authority are solely as prescribed by the Agreement. Nothing

contained in this Agreement will be deemed or construed by the Parties or by any third person to create the relationship of principal and agent or of partnership or of joint venture or of any association between the Authority and the Financial Advisor.

SECTION 17. INSURANCE

- A. The Financial Advisor must maintain during the entire term of this Agreement, insurance in the following kinds and amounts with a company or companies authorized to do business in the State of Florida and shall not commence work under this Agreement until the Authority has received an acceptable certificate of insurance showing evidence of such coverage.
- B. The amounts and types of insurance shall be appropriate for the services being performed by the Financial Advisor, its employees or agents and must conform to the following minimum requirements:
1. Workers' Compensation. Coverage must apply for all employees and subconsultants with statutory limits in compliance with the applicable state and federal laws. In addition, the policy must include the following:
 - a. Employer's Liability with a minimum limit per accident in accordance with statutory requirements.
 - b. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide Authority with thirty (30) days written notice of cancellation and/or restriction.
 - c. Financial Advisor(s) must be in compliance with all applicable state and federal workers' compensation laws.
 2. Commercial or Comprehensive General Liability. Coverage must include:
 - a. \$1,000,000.00 combined limit per occurrence for bodily injury, personal injury and property damage.
 - b. Contractual coverage applicable to this specific contract, including any hold harmless and/or indemnification agreement, broad form property damage, explosion, collapse, and underground hazard coverage and independent Financial Advisor's coverage.
 - c. Additional Insured. Authority is to be specifically included as an additional insured.
 - d. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide Authority with thirty (30) days written notice of cancellation and/or restriction.
 3. Comprehensive Automobile Liability. Coverage must be afforded on a form no more restricted than the latest edition of the Comprehensive Automobile Liability Policy filed by the Insurance Services Office and must include:

- a. \$1,000,000.00 combined single limit per accident for bodily injury and property damage.
- b. Owned Vehicle.
- c. Hired and Non-Owned Vehicles.
- d. Employee Non-Ownership.
- e. Additional Insured. Authority is to be specifically included as additional insured.
- f. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide Authority with thirty (30) days written notice of cancellation and/or restriction.

4. Professional Liability. Coverage must include:

- a. Minimum limit of \$1,000,000.00 per occurrence or claim of malpractice, negligence, error and omissions.
- b. Minimum limit of \$1,000,000.00 in the aggregate for claims of malpractice, negligence, error and omissions.
- c. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide Authority with thirty (30) days written notice of cancellation and/or restriction.

C. Financial Advisor must deliver to the Authority Certificates of Insurance evidencing the insurance coverage specified in this Section prior to commencing work under the Agreement.

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

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

E. All the policies of insurance so required of Financial Advisor, except workers' compensation and professional liability, shall be endorsed to include as additional insureds: the Authority, its directors, officers, employees and agents. Such insurance policies shall include or be endorsed to include a cross liability clause so the additional insureds will be treated as if a separate policy were in existence and issued to them. If the additional insureds have other insurance, which might be applicable to any loss, the insurance required of Financial Advisor

shall be considered primary, and all other insurance shall be considered excess. The cross liability clause does not increase the limits of liability or aggregate limits of the policy.

- F. Deductible and self-insured retention amounts shall be subject to approval by the Authority, which approval shall not be unreasonably withheld. Financial Advisor is responsible for the amount of any deductibles or self-insured retentions.
- G. Approval of the insurance by the Authority shall not relieve or decrease the liability of Financial Advisor hereunder. Financial Advisor acknowledges and agrees the Authority does not in any way represent the insurance (or the limits of insurance) specified in this Section is sufficient or adequate to protect Financial Advisor's interests or liabilities, but are merely minimums.
- H. All of the policies of insurance required to be purchased and maintained (or the certificates or other evidence thereof) shall contain a provision or endorsement that the coverage afforded will not be cancelled, materially changed, or renewal refused, until at least thirty (30) days prior written notice has been given to the Authority and Financial Advisor by certified mail. Financial Advisor shall give notice to the Authority within twenty-four (24) hours of any oral or written notice of adverse change, non-renewal or cancellation. If the initial insurance expires prior to completion of the work, renewal Certificates of Insurance shall be furnished thirty (30) days prior to the date of their expiration.
- I. All insurance required hereunder shall remain in full force and effect until final payment and at all times thereafter when Financial Advisor may be providing services to correct, remove or replace defective work.
- J. The Financial Advisor shall maintain a professional liability insurance policy in force until the end of the fifth (5th) calendar year following the calendar year in which the Agreement is terminated. Additionally, Financial Advisor's professional liability insurance policy shall

provide for an extended reporting period until the end of the fifth (5th) calendar year following the calendar year in which the Agreement is terminated.

- K. Financial Advisor shall, upon request by the Authority, deliver to the Authority a copy of each insurance policy purchased by Financial Advisor.
- L. All policies, except for workers' compensation and professional liability, shall contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of subrogation against the Authority, its Financial Advisors, directors, officers, employees, representatives or agents. Nothing contained in these insurance requirements is to be construed as limiting the liability of Financial Advisor or Financial Advisor's insurance carriers.
- M. The commercial (occurrence form) or comprehensive general liability (occurrence form) insurance shall include contractual liability insurance applicable to all of the Financial Advisor's obligations under the Agreement, including any indemnity or hold harmless provision.
- N. Financial Advisor shall be responsible for ensuring all of its subconsultants, suppliers and other persons or organizations working for Financial Advisor in connection with the Scope of Services comply with all of the insurance requirements contained herein relative to each such party.

SECTION 18. DEFAULT/REMEDIES

- A. Either party may terminate this Agreement upon the other party's failure to comply with any term or condition of this Agreement, as long as the terminating party is not in default of any term or condition of this Agreement at the time of termination. To effect termination, the terminating party shall provide the defaulting party with a written "Notice of Termination" stating its intent to terminate and describing all terms and conditions with which the defaulting

Party has failed to comply. If the defaulting party has not remedied its default within thirty (30) days after receiving the Notice of Termination, this Agreement shall automatically terminate. However, if the Authority is terminating the Agreement without cause, the Authority's Notice of Termination does not need to describe any terms and conditions with which the Financial Advisor has failed to comply. In addition, the initiation, either by Financial Advisor or against Financial Advisor, of proceedings in bankruptcy, or other proceedings for relief under any law for the relief of debtors, or Financial Advisor becoming insolvent, admitting in writing its inability to pay its debts as the debts mature or making an assignment for the benefit of creditors shall constitute a default by Financial Advisor entitling the Authority to terminate this Agreement as set forth above. The Parties agree that this Agreement is an executory contract. If, after termination by the Authority, it is determined that the Financial Advisor was not in default, or that the default was excusable, the rights and obligations of the Parties shall be the same as if the termination had been issued for the convenience of the Authority. The rights and remedies in this provision are in addition to any other rights and remedies provided by law or this Agreement.

- B. Unless specifically waived by the Authority, the Financial Advisor's failure to timely comply with any obligation in this Agreement or work order shall be deemed a breach of this Agreement and the expenses and costs incurred by the Authority, including attorney fees and costs, and attorney fees and costs on appeal, due to said breach shall be borne by the Financial Advisor. Additionally, the Authority shall not be limited in recovery by the terms of this Agreement but may avail itself of any and all rights or remedies it may be entitled to under Florida law for any breach of this Agreement.
- C. A waiver, at any time, by the Authority of Financial Advisor's breach of, or default in, any of the terms, provisions and obligations of this Agreement will not be construed to be a waiver

of any other terms, provisions and obligations hereof or a waiver of any breach or default other than specifically waived. The Authority's failure at any time to compel a fulfillment of any one or more of the terms, provisions or obligations under this Agreement will not be construed to be a waiver of Authority's right thereafter to enforce any such right. No waiver by the Authority will be deemed to have been made unless expressed in writing and signed by the Authority.

SECTION 19. SEVERABILITY

In the event any provision of the Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, the parties hereto shall negotiate in good faith and agree to such amendments, modifications or supplements of the Agreement or such other appropriate actions as shall, to the maximum extent practicable in the light of such determination, implement and give effect to the intentions of the parties as reflected herein, and the other provisions of the Agreement, as amended, modified, supplemented or otherwise affected by such action, shall remain in full force and effect. If the parties cannot agree to such amendments, modifications or supplements to the Agreement, the remainder of the provisions in the Agreement will remain in full force and effect and will in no way be affected, impaired or invalidated.

SECTION 20. PROHIBITION AGAINST CONTINGENCY FEES

Financial Advisor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Financial Advisor to solicit or secure this Agreement, and that Financial Advisor has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Financial Advisor, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the Authority shall have the right to

terminate the Agreement without liability, and at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

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

- A. Financial Advisor certifies that wage rates and other factual unit costs included in the Fee Schedule are accurate, complete and current as of the Effective Date. Fees, prices, and all other information provided in Exhibit “B” shall be adjusted to exclude any significant sums by which the Authority determines the Agreement Fee Schedule or Scope of Services price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. Any such adjustments will be made within one (1) year following the end of this Agreement.
- B. Pursuant to Sections 287.133(2) and (3), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two, for a period of thirty-six (36) months following the date of being placed on the convicted vendor list. By signing this Agreement, Financial Advisor warrants that it is not currently on a suspended vendor list and that it has not been placed on a convicted vendor list in the past thirty-six (36) months. Financial Advisor further agrees to notify the Authority within three (3) days of placement on either of these lists. Financial Advisor agrees to include this provision in all subcontracts and require

the Public Entity Crimes Statement Form for all subcontracts and lower tier agreements executed to support the Financial Advisor's work under this Agreement.

SECTION 22. SUCCESSORS AND ASSIGNS

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

SECTION 23. FORCE MAJEURE

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

SECTION 24. DISPUTE RESOLUTION

In the event any dispute or disagreement arises during the term of this Agreement, the Financial Advisor shall fully perform in accordance with the Agreement. The Financial Advisor is under a duty to seek clarification and resolution of any issue, discrepancy, or dispute by submitting a formal request for dispute resolution to the Authority's Executive Director no later than ten (10) days after the precipitating event. The Parties will use their best efforts to resolve amicably any dispute, including use of alternative dispute resolution options. No services shall be delayed or postponed pending resolution of any disputes or disagreements.

SECTION 25. CONTROLLING LAW/ATTORNEY FEE

A. The Agreement is to be construed and governed in accordance with the laws of the State of Florida. The sole and exclusive venue for any litigation resulting out of the Agreement shall be in Manatee County, Florida, and if in federal court, shall be exclusively in the Middle District of Florida, Tampa Division. Financial Advisor hereby expressly waives any right it

has to object to the venue of any action commenced in any courts in Manatee County, Florida or the Middle District of Florida, Tampa Division.

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

SECTION 26. CONFLICTING EMPLOYMENT

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

have the opportunity to decide whether or not the Financial Advisor will decline the employment opportunity or will accept the employment opportunity and terminate this Agreement.

SECTION 27. SCRUTINIZED COMPANIES

Pursuant to Section 287.135, Florida Statutes, as amended, a company that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes, or has been engaged in business operations in Cuba or Syria, shall be ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of \$1 million or more. Additionally, a company that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel, shall be ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of any amount. By signing this Agreement, Financial Advisor certifies that it is not currently on any of the aforementioned lists and agrees to notify the Authority if placement on any of the lists occurs. If Financial Advisor submits a false certification, the Authority may terminate this Agreement and bring a civil action against the Financial Advisor, which may result in a penalty equal to the greater of \$2 million or twice the amount of the work orders resulting from this Agreement and all reasonable attorney's fees and costs, including any costs for investigations that led to the finding of false certification.

SECTION 28. DISCRIMINATORY VENDOR LIST

Pursuant to Sections 287.134(2)(a) and (3)(a), Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to

SECTION 31. EXTENT OF AGREEMENT

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

SECTION 32. PARTICIPATION IN E-VERIFY SYSTEM

Financial Advisor and its subconsultants/contractors warrant compliance with all federal immigration laws and regulations that relate to their employees. Financial Advisor agrees and acknowledges that the Authority is a public employer that is subject to the E-Verify requirements as set forth in Section 448.095, Florida Statutes, and that the provisions thereof apply to this Agreement. Financial Advisor by entering into this Agreement with the Authority, 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 this Agreement, no contract of Financial Advisor was terminated by a public employer in compliance with Section 448.095, Florida Statutes, and (iii) Financial Advisor 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. The Authority's receipt of proof that Financial Advisor and each subcontractor performing through Financial Advisor are E-Verify system participants is a condition precedent to entering this Agreement. Notwithstanding the provisions of SECTION 9., TERMINATION OF AGREEMENT, SECTION 10., SURVIVAL or SECTION 18., DEFAULT/REMEDIES herein, if the Authority has a good faith belief that Financial Advisor or its subconsultants/contractors 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 under this Agreement, the Authority may terminate this Agreement. Financial Advisor shall be liable for any additional costs incurred by the Authority as a result of the termination of this Agreement based on the failure of Financial Advisor or its subconsultants/contractors to comply with the E-Verify requirements referenced herein.

SECTION 33. BACKGROUND CHECKS

The Authority may require Financial Advisor to perform a background check on all persons assigned to perform work for the Authority on behalf of Financial Advisor. This will include, at a minimum, a check of each person's criminal history record with the Florida Department of Law Enforcement, and such additional background checking as Authority may deem appropriate. Persons with certain types of criminal backgrounds may be automatically excluded from performing work for the Authority. Others may be excluded at the sole discretion of the Authority, based upon the results of the background check.

SECTION 34. AMENDMENTS

This Agreement may be amended from time to time provided the Authority and the Financial Advisor mutually agree to such amendment, and the amendment is stated in writing, executed by both parties; provided, however, that Authority may review and unilaterally modify the terms and conditions of this Agreement at any time during the term as deemed necessary by the Authority for the following reasons including, but not limited to:

- A. Conforming the Agreement to the adoption or revision of Florida Statutes, rules, cases, regulations, and standards that require the modification of the Agreement for compliance; and,
- B. Conforming to the adoption or revision of the Authority's Procurement Policy.

Financial Advisor shall cooperate with the Authority in making any reasonable changes to the Agreement.

SECTION 35. COUNTERPARTS

The parties hereto may execute this Agreement in counterparts and such signatures will have the same effect as if signed all at the same time.

SECTION 36. COMPUTATION OF TIME

The time in which any act provided by this Agreement is to be done is computed by excluding the first day and including the last day, unless the last day is Saturday, Sunday or a legal holiday and then it is also extended to the next business day.

SECTION 37. TIME OF ESSENCE

Time is of the essence with respect to each date and time specified in this Agreement by which an event is to occur.

SECTION 38. HEADINGS AND CAPTIONS

All headings and captions in this Agreement are for reference and convenience only and will not be held to modify or affect the substantive terms and provisions of this Agreement in any manner.

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

ATTEST:

**PEACE RIVER MANASOTA
REGIONAL WATER SUPPLY AUTHORITY**

BY: _____

Mike Coates Date
Executive Director

WITNESS:

Financial Advisor(name & title) Date

PREPARED BY AND APPROVED
AS TO FORM BY:

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

EXHIBIT A
(Financial Advisors November 22, 2021 Proposal)

EXHIBIT B
(Financial Advisors Fee Schedule)

EXHIBIT C

(Authority Resolution 2018-01 ‘Resolution Establishing Per Diem and Travel Expenses’)

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

Resolution 2018-01

RESOLUTION ESTABLISHING PER DIEM AND TRAVEL EXPENSES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

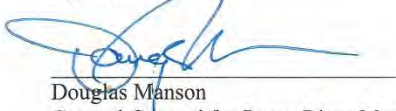
Attest:


Patrick J. Lehman
Executive Director

Peace River Manasota Regional
Water Supply Authority


Commissioner
Chairman

Approved as to Form:


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

BOARD APPROVED

FEB - 2 2018

**Peace River Manasota
Regional Water Supply Authority**

EXHIBIT D
(Certificate of Insurance)

TAB C
Three Responsive Proposals



Request For Proposals
For Financial Advisory Services

Submitted by:



Firm Address 109 South MacDill Avenue
Tampa, Florida 33609

Main Telephone (813) 874-6621

Primary Contact Jonathan W. Ford, SVP

Contact Email Address jonford@fordassocinc.com

Submitted November 22, 2021

Section	Description	Page #
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III	3. General Business Information	1
IV	4. Consultant Firm's Experience and Ability	3
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VII	7. Conflict of Interest Disclosure	23
VIII	8. Pending Litigation Disclosure	24
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Appendices		
Client References		
A	<ul style="list-style-type: none"> - City of Tampa, Florida - Florida Governmental Utility Authority - City of Port St. Joe, Florida 	-
B	Exhibit B – Fee Proposal	-
Other Required Forms		
C	<ul style="list-style-type: none"> - Project Manager and Project Team/Key Personnel - Certificate of Liability Insurance - Sworn Statement Pursuant to Section 287.133(3)(a), Florida Statutes - E-Verify Affidavit and Required Evidence 	-



November 22, 2021

Mr. Mike Coates, Executive Director
Peace River Manasota Regional Water Supply Authority (the "Authority")
9415 Town Center Parkway
Lakewood Ranch, Florida 34202

Dear Mr. Coates:

On behalf of Ford & Associates, Inc., thank you for this opportunity to respond to your Request for Proposals (the "RFP") for Financial Advisory Services. Our firm serves some of the smallest and largest communities in Florida, as well as a number of special districts, regional authorities, school districts, nonprofit organizations, and the State of Florida itself. We wish to emphasize that we do not serve as financial advisor to any of the Authority's members and are free of potential conflicts of interest that would hinder us from acting in the best interests of the Authority.

For 23 years, our professionals have diligently served organizations similar to the Authority as well as many other local governments in addressing their capital funding needs. Our experience in the water utility sector and with entities comparable to the Authority's customers provides valuable insight into the challenges faced by the Authority and enhances our ability to help develop effective solutions to those challenges. We believe our proposal demonstrates that our firm is the best-qualified to assist the Authority in addressing any financing needs as they arise.

The team we present to you offers a total of 65 years of experience as municipal advisors, investment bankers, financial consultants, and government analysts. In the past, members of our team have worked at major banks and broker-dealers, in state and local government, and as consultants to the U.S. Government. From 2016 to 2020, our President served on the Board of Directors of the Municipal Securities Rulemaking Board in Washington, D.C.

The work we have performed covers a broad swath of the municipal market. Some of our existing clients have challenges and opportunities in common with the Authority, but we serve every client within the framework of their specific long-term objectives, resources, and circumstances.

Our experience with many other clients, including the Florida Governmental Utility Authority and the Cities of Tampa, Pembroke Pines, and New Port Richey, will benefit the Authority. We have

assisted our clients in securing high credit ratings and in executing a variety of financing structures, many of them related to water and wastewater utilities. The City of Tampa's \$362,810,000 Water and Wastewater Systems Revenue Bonds, Series 2020A and Taxable Series 2020B were upgraded to 'Aaa' by Moody's Investors Service during a global pandemic and later recognized by the Bond Buyer as the 2020 Southeast Region Deal of the Year.

Throughout our proposal, we detail our General Business Information, our Firm's experience and insight to benefit the Authority, and the proficiencies of our key staff. We have no litigation, conflicts of interest, regulatory actions, or bankruptcy proceedings. Further, we have provided all required forms.

As noted in our proposal, we have been strategically expanding our client base, and over the next ten years, we intend to continue to expand both our client base, geographic footprint, and our staffing to ensure maintenance of our high standard of service.

The following officers of Ford & Associates, Inc. are authorized to make representations on behalf of the firm:

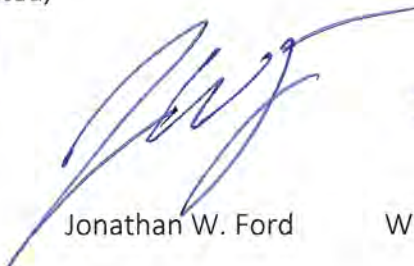
Jerry W. Ford, President	jwford@fordassocinc.com
William S. Reed, Senior Vice President	wreed@fordassocinc.com
Jonathan W. Ford, Senior Vice President	jonford@fordassocinc.com

They are the individuals who completed the transactions that we discuss in this proposal, and they are the individuals who will serve the Authority.

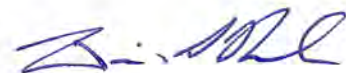
Respectfully Submitted,



Jerry W. Ford



Jonathan W. Ford



William S. Reed

JWF/hh

3. General Business Information including (maximum of five (5) pages):

- a. Legal name of Consultant, principal office address and location from which the work is to be performed, phone number, name of principal in charge and email address.

If engaged to serve as municipal advisor to the Peace River Manasota Regional Water Supply Authority (the “Authority”), Ford & Associates, Inc. (“Ford & Associates” or the “Firm”) will perform all work in service to the Authority from its principal office in Tampa, Florida.

Legal Name: Ford & Associates, Inc.
Principal Office: 109 South MacDill Avenue
Tampa, FL 33609
Phone Number: (813) 874-6621
Principal: Jerry W. Ford, President
Email Address: jwford@fordassocinc.com

- b. Indicate business structure, i.e., partnership, corporation, joint venture (if joint venture, identify the members). Firm should be registered as a legal entity in the State of Florida.

Ford & Associates is structured as an S Corporation and registered with the State of Florida.

- c. State if the Consultant’s business and proposed key personnel are licensed, permitted and/or certified to do business in the State of Florida and attach copies of all such licenses issued to the business entity and key personnel. License copies may be minimized to fit multiple licenses per page, as long as they are legible.

Evidence of Ford & Associates’ 2021 Florida Profit Corporation Amended Annual Report filing may be found on the following page.

Ford & Associates is registered as a Municipal Advisor with the Securities and Exchange Commission and with the Municipal Securities Rulemaking Board. Jerry Ford, Jon Ford, and Will Reed are all Series 50 Municipal Advisor Representatives and Jerry Ford carries the Series 54 Municipal Advisor Principal license. Additionally, all three are licensed Investment Advisor Representatives through our affiliate FAI Capital Management.

2021 FLORIDA PROFIT CORPORATION AMENDED ANNUAL REPORT

DOCUMENT# P98000061190

Entity Name: FORD & ASSOCIATES, INC.

Current Principal Place of Business:

109 SOUTH MACDILL AVENUE
TAMPA, FL 33609-3128

Current Mailing Address:

109 SOUTH MACDILL AVENUE
TAMPA, FL 33609-3128 US

FEI Number: 59-3521109

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

FORD, JANE G
109 SOUTH MACDILL AVENUE
TAMPA, FL 33609-3128 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title D
Name FORD, JERRY W
Address 109 SOUTH MACDILL AVE
City-State-Zip: TAMPA FL 33609-3128

Title ST
Name FORD, JANE G
Address 109 SOUTH MACDILL AVE
City-State-Zip: TAMPA FL 33609-3128

Title SVP
Name FORD, JONATHAN W.
Address 109 SOUTH MACDILL AVENUE
City-State-Zip: TAMPA FL 33609-3128

Title SVP
Name REED, WILLIAM
Address 109 SOUTH MACDILL AVENUE
City-State-Zip: TAMPA FL 33609-3128

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes, and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: JANE FORD

ST

09/14/2021

Electronic Signature of Signing Officer/Director Detail

Date

4. Consultant Firm’s Experience and Ability including (maximum of fifteen (15) pages):

- a. Consultants shall submit a verifiable statement of the Consultant’s experience in providing financial advisory services, the number of years the firm has been in business, and previous business name(s), if applicable.

Ford & Associates was founded in 1998 and has focused exclusively on providing financial advisory services to cities, counties, special districts and authorities, non-profit organizations, school districts, and other borrowers. Since inception, Ford & Associates has advised on nearly 500 transactions with an aggregate par amount of over \$17 billion. We hope to serve the Authority with three advisors and more than 65 years of combined experience.

- b. Indicate the Consultant firm’s background in providing the services as outlined in Exhibit A to governmental entities. Proposal should include detailed description of successful financing efforts with at least 5 governmental entities in Florida, of which three (3) shall be water or wastewater utilities, that have been completed in the last five (5) years. The description should indicate for each issuance the client, description of project, duration of project, contact person/phone number, Consultant’s key personnel on the project and the results/deliverable of the project. This statement of experience should also be supported by the references listed on the Reference Forms as required under item ten (10) below.

Ford & Associates’ team is committed to providing an exceptional level of service to our governmental clients, regardless of the size, location, or purpose of the financing. We believe that the following issuer service summaries are indicative of the quality advisory work we will provide to the Authority.

Florida Governmental Utility Authority

Ford & Associates has served as municipal advisor to the Florida Governmental Utility Authority (“FGUA”) since 2015. Despite the nominal similarity between the FGUA and the Authority, the two organizations are highly distinct. The FGUA is a statewide authority that currently operates nine water and wastewater utility systems across Florida, each structured as a separate enterprise fund. Some systems contain a single underlying utility and rate structure while others represent a collection of subsystems (such as the Unified Utility System, consisting of 44 water and 13 wastewater subsystems). Each system undertakes financing independently and the financial matters of each system are strictly segregated, making the FGUA a constantly evolving collection of distinct borrowers with individual credit profiles, financial structures, and long-term strategies. Ford & Associates has helped change the way the FGUA approaches its bond issues, including its approach to the rating process and underwriting. Prior to every rating call, whether it be for an upcoming bond issue or surveillance of existing debt, Ford & Associates requests questions in writing from the rating agency in advance and reviews and rehearses responding to those questions with our client. The information provided to rating agencies does not materially change, but the way in which the FGUA presents that information has changed. The manner in which a

borrower presents itself to the rating agencies and the credit features that it highlights can make a significant difference in the rating agencies' understanding of the credit, the importance of which should not be underestimated. Since 2015, eight FGUA systems have received a total of 14 rating upgrades. While those upgrades are most certainly the result of strengthened credit profiles, our efforts to highlight those positive attributes have definitely played a role.

For nearly a decade, the FGUA had used a single underwriter to act as sole manager for its bond issues, which traded efficacy for expediency, in our opinion. In 2019, we recommended that the FGUA move to multi-firm underwriting syndicates for three FGUA refundings which ultimately achieved better structures and stronger execution than the two prior transactions. We have also assisted the FGUA with the acquisition of two utility systems, one of which was financed through the State Revolving Fund and other through the USDA.

One of the FGUA's stated goals is to serve as a transition mechanism, a specialized organization that can acquire, operate, maintain, and improve privately-owned utilities before transitioning them to the county or municipality in which they are located. The FGUA has divested three utility systems during our tenure, each with different challenges and complexities. While the FGUA does not issue any debt during these transactions, it is often necessary to defease outstanding debt of the system being divested and to coordinate large teams on both sides of the table. Ford & Associates acts as coordinator of the financial aspects of the sale and manages any necessary debt payoffs or defeasances.

In 2016, the FGUA made cost-saving capital improvements to five systems through the execution of a performance-contracting agreement. Ford & Associates assisted with the procurement, negotiation, and execution of bank loans to be paid from the resulting savings of each system. As is the case in many of these financings, the contractor urged the FGUA to execute the financings with its affiliated financing arm rather than secure their own financing. Based on experience, we believed that the FGUA could achieve better results through a competitive process. As a result, we were able to secure lower cost financing with better terms and conditions than those contained in the contractor's affiliates' proposal. Most telling was the fact that though we included the contractor's affiliate in the distribution of the financing RFP, they did not submit a proposal to the FGUA, stating they could not accept the required terms. The FGUA received four highly competitive financing proposals for the 16-year loans, ultimately locking in a rate of 2.30% on all five loans (nearly 0.95% below the contractor's rate estimate).

Since joining the FGUA in 2015, Ford & Associates has assisted with the issuance of \$249 million of debt for a combination of capital improvements, economic refundings, and system acquisitions for 9 separate FGUA systems. In addition to the transactions listed in the following table, we are assisting with multiple pending FGUA transactions. The FGUA's Chief Financial Officer, David DiLena, has graciously agreed to be listed among our references.

FGUA System/Year	Transaction Type	Debt Proceeds
2015 Golden Gate	Advance Refunding	\$ 13,119,073
2016 Multiple Systems	Energy Performance Contracting Loans (5)	\$ 15,211,000
2017 Lehigh	Advance Refunding	\$ 11,458,531
2018 Dunnellon	System Acquisition & Capital Improvement	\$ 12,782,068
2019 Golden Gate	System Divestiture to Collier County, Florida	n/a
2019 Aloha	Advance Refunding & Capital Improvement	\$106,922,183
2019 Lindrick	Advance Refunding	\$ 20,840,566
2019 North Fort Myers	Advance Refunding	\$ 52,719,740
2020 Flagler	System Acquisition & Capital Improvement	\$ 15,681,195
2020 Pasco	System Divestiture to Pasco County, Florida	n/a
2021 Multiple Systems	Tax-Exempt, Revolving Lines of Credit (8)	\$ 9,500,000
2022 Multiple Systems	Various Purposes	In Progress

City of Tampa, Florida

Since 2005, Ford & Associates has served as the city’s municipal advisor for its water and wastewater system (the “System”). During that time, we have assisted the city in completing 8 new money and refunding transactions totaling more than \$725 million, including last year’s Bond Buyer Southeast Deal of the Year. We have worked to align the System’s debt, credit, and reporting attributes with the city’s evolving structure. We are proud that our work has helped the System achieve multiple credit rating upgrades, the most recent of which occurred during the heart of the COVID-19 pandemic, placing the city among a small number of Aaa/AAA/AAA water and wastewater systems across the country.

One effective Ford & Associates recommendation was the wholesale replacement of an outdated master bond resolution by using a springing concept that combined the presentation of the water and wastewater into a single system for rating agency and investor clarity without disrupting departmental operations. Similar “springing” strategies have been used by other issuers, including the Authority but, to our knowledge, Tampa was the only issuer to use such a strategy for an entirely new resolution.

Tampa has a strong focus on environmental sustainability and wants to extend that to their debt profile. The city explored self-designating bond issues with no independent review and issued a self-designed stormwater series of bonds in 2018. As the green “sector” has evolved, however, it has become clear that a broader approach made sense. The city tasked Ford & Associates with assisting in the engagement of an outside assessment of multiple programs covering varied projects as stormwater, non-ad valorem revenue bonds, and water and wastewater revenue debt. The city ultimately decided to pursue a “Framework” green bond analysis with Vigeo Eiris.

After receiving an unsolicited P3 proposal for a light rail system connecting Tampa International Airport with downtown, the city tasked us with evaluating proposals for a P3 Infrastructure & Financial Advisor. Ford & Associates provided a detailed evaluation of proposals totaling more than

2,000 pages from six international teams containing 20 individual firms with proposed fees ranging from nearly \$1 million to more than \$3.5 million.

Finally, we have been tasked with providing finance and utility staff with training on the municipal market as well as the bond issuance process and have provided more streamlined presentations to the mayor and the chief of staff.

City of Port St. Joe, Florida

Ford & Associates was engaged by the City of Port St. Joe in mid-2021 to assist with the refinancing of an existing water/wastewater utility loan. Our team evaluated the city's financial position and debt profile holistically and identified two SRF loans that could be included to generate savings and lower the average life of the main refinancing. We also identified a USDA loan that could be paid off with excess reserves being held in a non-interest-bearing account. We worked with the city's bond counsel to assess the legality of applying several million dollars of accrued impact fees to the financing, further reducing the borrowing size.

Ford & Associates assisted Port St. Joe in executing a fully amortizing 14-year loan at 1.64%. The city was able to eliminate undesirable debt provisions and was able to realign its payment dates for easy accounting at fiscal year. Port St. Joe ultimately reduced its outstanding debt by 31%, lowered its debt-related cash flow obligations by 35%, and locked in net present value savings of over 8.4%. This result is the product of our long-term strategic approach to providing services as opposed to the more common transactional approach.

Mr. Jim Anderson, City Manager of Port St. Joe, has graciously agreed to be listed among our references.

School District of St. Johns County, Florida

Our service to St. Johns County Schools again exemplifies the strategic approach to long-term debt planning and sustainability that we hope to bring to the Authority. While this client's mission and structure is markedly different than that of the Authority, the services we perform for them is indicative of the value we can bring to the Authority.

The school district serves a rapidly growing county south of the City of Jacksonville and has been adding schools for several years to accommodate growth. Not all these facilities can be funded through impact fees and/or on a pay-as-you-go basis without cutting into funds needed for annual facilities operations and upkeep. In early 2018, Ford & Associates introduced a structure to the district's CFO that would allow for a new and sorely needed high school to be funded two years earlier than expected. We worked with the district's Finance and Planning & Governmental Relations staff to refine the structure for nearly 18 months, ultimately funding two schools at a cost of \$95 million over twenty years. One year later, the district was able to finance another \$55 million high school while maintaining the affordable debt structure crafted in 2019. Through careful analysis of the district's funding, available revenues, and size and timing of the capital

improvement program, we were able to structure the debt to minimize the burden of meeting ongoing capital needs.

Mr. Michael Degutis was the district's chief financial officer during both financings but has since been made the district's chief of staff. He has graciously agreed to be listed as our reference.

City of New Port Richey, Florida

Ford & Associates was hired by the City of New Port Richey in 2015. We have served the city in a variety of financings encompassing multiple security sources, but most applicably to the Authority, we assisted the city in acquiring four smaller water and wastewater systems to incorporate into the city's existing system. This expansion has allowed the city to unlock economies of scale in the provision of services to their residents and has helped set the stage for growth.

City of Pembroke Pines, Florida

Since 2001, Ford & Associates has had the pleasure of serving as municipal advisor to the City of Pembroke Pines. During that time, we have assisted the city with 30 transactions totaling more than \$1 billion. The city's transaction portfolio has included tax-exempt and taxable debt, fixed-rate and variable-rate structures, and derivative instruments issued through public offerings and bank loans. In so doing, we have worked with 13 different underwriters, lenders, and swap counterparties.

The transactions we have assisted were issued for a variety of purposes including a new city hall/civic center, senior housing, a senior center, a women's center, parks and recreation, cultural facilities, and charter school facilities, as well as addressing emergency preparedness and unfunded pension liabilities. The widely varied security structures used in the city's transactions have included specific pledges of electric franchise fees, water and electric public service taxes, communication services taxes, available non-ad valorem revenues, ad valorem taxes, and charter school revenues.

Beyond the issuance of debt, we have assisted Pembroke Pines with the development of various financial policies.

Observations on RFP Exhibit A (Scope of Services). Ford & Associates has reviewed the Authority's RFP and offers the following observations on the scope of services described in Exhibit A:

19) We would like to clarify that this provision refers only to investment of debt proceeds, compensation for which would need to be allowed in the final Agreement for Financial Advisory Services. If the Authority is seeking investment advice for other funds, Ford & Associates' affiliate, FAI Capital Management, can provide such services under a separate agreement.

27) Ford & Associates can only serve as advisor on securities offerings for which the Preliminary Official Statement and Official Statement have been prepared by a qualified bond law firm. We

understand that the Authority has traditionally issued bonds via negotiated public offering and relied upon underwriters' counsel to prepare such disclosure documents. If the Authority were to pursue a competitive public offering, we would recommend and be happy to assist the Authority in hiring an experienced law firm to serve as disclosure counsel.

33) We collect costs of issuance information from working group professionals during all financings but cannot accept the authority to approve invoices submitted to the Authority. That responsibility must reside with the Authority's staff.

- c. Description of the capabilities, experience and expertise of the firm as a whole in the following aspects of financial management:
 - i. Development of long-term strategic financial planning;
 - ii. Issuance of tax exempt debt (bonds and notes);
 - iii. Provision of other financial planning and general financial advisory services, including client education;
 - iv. Describe the firm's knowledge, experience and resources in tracking and monitoring the tax-exempt and taxable bond markets;
 - v. Explain the process for ensuring that the Authority receives the best price for any bonds and refunding, including how you evaluate the success of any pricing; and,
 - vi. Describe a specific past example of significant financial project or plan of finance designed by your firm as Financial Advisor for a governmental agency. Provide the planning process, revenue projection process, debt or finance plan, approval process, and the resulted outcomes in relation to the expected planning.

Ford & Associates' experience, expertise, and technical ability make us ideally suited to serve the Authority as it prepares to undertake significant capital projects over the next few years. Our long-term, strategic approach to credit and structure has served many other governmental entities, including several discussed throughout this proposal. The Cities of Pembroke Pines and Tampa, the Florida Governmental Utility Authority, and the School District of St. Johns County all feature debt structures which reflect a focus on fiscal health and an awareness of future financial needs. We believe our response to Question 4.h., a discussion of areas we believe hold unrealized value for the Authority, is indicative of the long-term strategic assistance we can provide.

Our team's varied professional backgrounds serve as the foundation for our market knowledge and our commitment to remain informed. We can draw on a well of experience (as well as contacts and relationships) from the various commercial and investment banks we worked for earlier in our careers. Jerry Ford's four-year stint on the Municipal Securities Rulemaking Board's Board of Directors (2016-2020) was incredibly valuable to our firm for both the vast amount of market knowledge gleaned and the relationships our firm formed with regulators, underwriters, institutional investors, and other market leaders.

To date, Ford & Associates has helped our clients close 488 taxable and tax-exempt financings with an aggregate par amount of over \$17 billion. These bonds, notes, certificates, loans, and lines represent a diverse collection of solutions tailored to unique client needs. When appropriate, we

have taken advantage of fixed and variable interest rates, tax subsidies and tax credits, synthetic structures, reinvestment agreements, public-private partnerships, and multi-stakeholder financings to help our clients minimize cost, manage risk, and capitalize on opportunity.

Long-term success relies on effective short-term execution. To achieve optimal financing results in any market conditions, Ford & Associates places tremendous importance on market information and analytics. As describe more fully in Question 4.f., we invest heavily in technology that allows for constant awareness of both the taxable and tax-exempt markets. Such resources contribute to our preparation and execution of competitive and negotiated offerings and post-sale analysis.

Pre-sale research includes an analysis of our client’s existing securities and any significant trading activity that may have occurred, as well as that of comparable securities. Unfortunately, however, few municipal bonds are actively traded except in the immediate aftermath of pricing or upon a significant material event. For example, during the 6-month period leading up to pricing of the Authority’s Series 2020 Bonds, there were 118 trades of the Authority’s bonds, the average size of which was approximately \$67,000. The only significant trade occurred on September 4, 2020, when \$1 million of the Authority’s Series 2014 Bonds maturing 10/1/2031 was purchased and resold. These trades were insufficient to indicate the pricing levels that would be appropriate to market \$52 million of new debt along a 20-year amortization and a more recent example helps to illustrate why.

The image below depicts the Authority’s bonds being offered for sale on Bloomberg’s PICK system at approximately 2:30PM on November 16th. Shortly after that screenshot was captured, the \$55,000 block of bonds maturing 10/1/2023 (outlined in red) was sold at the listed yield of 0.43% and placed with two customers. Bloomberg’s BVAL algorithm had, as of 12PM that day, estimated the market yield on those bonds to be 0.617%. It would be understandable but incorrect to conclude from this real-time market information that BVAL’s estimate was significantly flawed. It is important to understand the purpose for each tool available, and equally importantly, the limitations of those same tools. This example is indicative of some of the complexity of the municipal bond market creating limitations of the applicability and reliability of any one source of information.

Authority Bonds Offered on Bloomberg PICK (11/16/2021)									
All Offerings		1) Views		2) Actions		3) Settings		Page 1/1 Muni Offerings	
Filters: Include: PICK Off... Include: Florida All Tax Statuses All Sizes All Filters: 3									
Total Number of Items: 6									
55M	FL	PEACE RIVER/MANASOTA FL REGL W REF-WTR SUPP...	5.000	10/01/23	0.430 (NET)	PICK			
Aa3/AA/AA/NA	NONE	NON-CALLABLE	EXEMPT	704612DP2	HEADLANDS (312)601-				
100M	FL	PEACE RIVER/MANASOTA FL REGL W REF	5.000	10/01/27	0.760 (NET)	PICK			
Aa3/AA/AA/NA	NONE	NON-CALLABLE	EXEMPT	704612E0	RAMIREZ (212)248-				
10M	FL	PEACE RIVER/MANASOTA FL REGL W REF-UTIL SYS...	5.000	10/01/29	0.593 (NET)	PICK			
Aa3/AA/AA/NA	NONE	CA:24@100.000	EXEMPT	704612DW7	HEADLANDS (312)601-				
45M	FL	PEACE RIVER/MANASOTA FL REGL W REF-UTIL SYS...	5.000	10/01/32	0.626 (NET)	PICK			
Aa3/AA/AA/NA	NONE	CA:24@100.000	EXEMPT	704612DZ0	HEADLANDS (312)601-				
35M	FL	PEACE RIVER/MANASOTA FL REGL W REF-UTIL SYS...	5.000	10/01/35	0.711 (NET)	PICK			
Aa3/AA/AA/NA	NONE	CA:24@100.000	EXEMPT	704612ED8	HEADLANDS (312)601-				
1000M	FL	PEACE RIVER/MANASOTA FL REGL W REF	4.000	10/01/38	1.350 (NET)	PICK			
Aa3/AA/AA/NA	NONE	CA:30@100.000	EXEMPT	704612ET3	UMB BANK (646)650-				

Thinly traded individual municipal bonds do not lend themselves to be precisely valued by algorithmic models, even those created by the most data-rich financial platforms. Due to structural inefficiencies of the market itself, significant disparities are often seen in the quality/level of trade execution, correlated with trade size. This is also visible in the public offerings, including the Authority’s own bond issues.

Based upon publicly available trade data, we infer the three smallest maturities of the Authority’s Series 2020 Bonds (2028, 2029, and 2030) failed to attract investor demand during the order period and were purchased by the Authority’s syndicate. These “small blocks” were ultimately sold at a loss, but this may indicate more than just the inherent inefficiency of smaller trades. It provides an opportunity to acknowledge factors influencing underwriters’ behavior.

Underwriting firms vary in terms of resources, compensation structures, and cultures. Investment banking and underwriting are conducted according to the incentives of their platform. Retail investors – who have the potential to solve the small block quandary – are no longer the force they once were in new issue execution. Historically low interest rates have discouraged some retail buyers and declining sales commission (takedown) have alienated many retail brokers, but there is another factor at work that is seldom discussed. Compensation-sharing arrangements at many underwriting firms are such that many syndicate desks forgo some or all takedown on orders filled for retail investors (including the firms’ own retail clients). This creates a financial disincentive for underwriters to use retail-friendly coupons or market new issues to retail buyers, contradicting many firms’ advertised retail distribution strength.

Ultimately, a collection of (hopefully) recent and comparable new issues, secondary market trade data, syndicate feedback, and relative value analysis contributes to the preliminary pricing used in negotiated offerings. If, hypothetically, Ford & Associates had served as advisor to the Authority during its Series 2020 financing, we would have considered the transactions in the table below to be potentially relevant. Our team would have evaluated each issue in the context of its value relative to the Authority’s bonds, accounting for the considerations listed for each.

Sale Date	Transaction	Ratings	Notes/Considerations
9/22/2020	City of Tampa Sales Tax Revenue Bonds 2020	Aa3/AA/AA	Dedicated Tax Pledge 2021-26 Maturities \$2-4MM Blocks <\$20MM Transaction
9/22/2020	Miami-Dade County	Aa3/AA/NR	CB&A Pledge 2029-38 Maturities Large Blocks >\$100MM Transaction
9/28/2020	St. Johns County School District	Aa3/AA-/NR	Annual Appropriation 2022-40 Maturities \$1.5-3.5MM Maturities \$45MM Transaction

None of these three issues constituted an equivalent transaction to the Authority's Series 2020 Bonds. The Authority's bonds did sell at predictably relative levels, however, indicating the value of imperfect comparisons as benchmarks. The Authority's bonds should have – and did – handily outperform the Certificates of Participation issued by St. Johns County School District (despite an equivalent Moody's rating) due to the annual appropriate risk associated with such securities. Similarly, the "Covenant to Budget and Appropriate" pledge on Miami-Dade County's Special Obligation Bonds is viewed as a weaker security than essential service utility revenues (except by S&P) and the Authority's spreads should have been – and were – narrower.

The City of Tampa's Sales Tax Revenue Bonds¹ enjoyed a strong competitive pricing despite a small transaction size. The dedicated sales tax pledge and higher coverage levels from a booming local economy likely combined with underwriters' positioning for future negotiated underwriting. The Authority's bonds feature a security we believe may be every bit as strong but lack the name recognition and simplicity benefiting Tampa's small issue. Tampa's bonds priced at spreads (to BVAL) 0-10 basis points tighter than the Authority's bonds, but yields do not always reflect true market value. Tampa's underwriter ultimately lowered prices to sell \$3.67 million of the bonds, wiping out 43% of the stated underwriter's discount. This indicates a narrower market value disparity between the two issues than is immediately evident, but also illustrates an issuer's potential value proposition of a competitive public offering.

City of Tampa's 2020 Water and Sewer Revenue Bonds. On July 16, 2020 – in the midst of the COVID-19 lockdown – the City of Tampa sold \$362,810,000 Water and Wastewater Systems Revenue Bonds, featuring \$271 million of tax-exempt bonds for capital improvements and \$92 million of taxable refunding bonds. The transaction represents a significant achievement encompassing credit strategy, structure, and pricing execution. On December 10, the Bond Buyer announced Tampa's transaction as its 2020 Southeast Deal of the Year.

For more than a year, Ford & Associates worked with Tampa's finance and utilities staff and rate consultants to develop a multiyear financial plan to address the city's 5-year, \$1.3 billion water and wastewater capital plan. Structuring the multi-year program required balancing debt and pay-as-you-go funding, producing a rate structure that would achieve both political and public support, and protecting the existing Aa1/AAA/AAA ratings.

Under ordinary circumstances, such a highly rated issue would be sold via competitive public offering. Given the market disruption caused by the pandemic, Ford & Associates recommended a negotiated sale and a limited underwriter selection process. Tampa invited six national underwriting firms which had followed the city with unsolicited proposals and analyses to participate in video interviews. They were provided guidelines for their presentations and were required to focus on structure, credit, and the value of a Green Bond designation.

¹ The City of Tampa maintains two municipal advisory relationships. Ford & Associates serves as municipal advisor to the City of Tampa with respect to its water and wastewater utilities and provides services related to ESG designations and public-private partnerships. We did not assist with Tampa's 2020 Sales Tax Revenue Bonds.

Those interviews, which included investment bankers as well as representatives of the firms' underwriting desks, incorporated their assessment of the likelihood of a Moody's upgrade to 'Aaa' from 'Aa1' and the benefit of a green bond designation. The six firms universally stated that a green bond designation would have no pricing impact at that time, but that the market for green bonds was evolving rapidly. As for credit ratings, none of the presenters believed an upgrade from Moody's was feasible. One firm felt Tampa should try to "maintain" the Aa1 rating, implying that a downgrade was possible, while two others recommended dropping Moody's altogether.

Ford & Associates felt that Moody's evaluation of Tampa's weaknesses was flawed and disagreed with the underwriters' assessments. We believed that by using the right financing structure and providing better insight into the useful average life of the system, Tampa had a strong argument for an upgrade. We worked with finance and system staff to develop a rating presentation focused on the areas Moody's considered weaknesses. On July 13, 2020, Moody's upgraded the system to 'Aaa', placing the Tampa among an elite group of Aaa/AAA/AAA utility systems nationwide.

Tampa's bonds were the largest Florida water/sewer issue sold year-to-date and the largest Florida transaction sold since the beginning of COVID-19-related market volatility. The pricing was highly efficient, with the tax-exempt series oversubscribed by 3.8x in aggregate and 1.1 to 8.8 times the available principal amount of each maturity. This demand allowed us to lower yields by as much as 9 basis points. The taxable series was even more heavily subscribed for, with individual maturities attracting 1.2 to 7.3 times the par amount (5.2x aggregate). Taxable spreads were lowered by as much as 5 basis points per maturity prior to launch.

Ford & Associates is proud to serve as the municipal advisor for the city's Water and Wastewater program.

d. Disclose the firm's affiliation or relationship with any broker dealer.

Ford & Associates is not affiliated with any broker-dealer or bank-dealer. We are a fully independent municipal advisory and our only affiliate, FAI Capital Management, is a Registered Investment Advisor.

e. Disclose any finder's fees, fee splitting payments to consultants or other contractual arrangements of the firm that could present a real or perceived conflict of interest.

None.

f. Describe the firm's access to sources of current market information to assist in the pricing of negotiated sales and information to assist in the planning and execution of competitive sales.

Ford & Associates invests heavily in financial information technology resources and has access to the same core resources used by the largest municipal underwriters. This access is critical to maintain informational parity with our clients' underwriters during negotiated sales, who serve at

an arm’s length and must balance a duty of care to investors as well as issuers. These same resources are also used in arranging and executing competitive sales, though such a method of sale precludes them from being of value during the pricing itself.

We subscribe to Refinitiv’s (formerly Thomson Reuters) Municipal Market Monitor (TM3), which provides access to the ubiquitous MMD tax-exempt benchmark, as well as primary and secondary market information, news and intraday market commentary, Interactive Data’s market price estimates, enhanced MSRB trade data monitoring, and numerous other features that are less likely to provide value to the Authority.

Ford & Associates also subscribes to Bloomberg Professional Service. The Bloomberg Terminal provides a universe of information about the financial markets, including real-time information on money markets, government bonds, commodity prices, economic events, and municipal bond offerings and bids-wanted lists. Bloomberg can be used to competitively procure actively traded securities such as U.S. Treasuries or Agencies and has also launched its own tax-exempt benchmark yield curve, BVAL, which adjusts hourly to reflect market movement. BVAL has not replaced MMD as the go-to benchmark for new issue pricing, but it is a more active index and many market participants monitor it closely as an ancillary point of reference.

g. Provide a list of all clients gained and lost over the last 12 months. For clients lost, please provide the reason(s) for the client departure.

None of Ford & Associates’ municipal advisory relationships have been terminated over the past twelve months. During that timeframe, Ford & Associates has been retained by eight (8) new municipal advisory clients, one of which was a client of our firm many years ago and another one with whom our contract is awaiting approval of the city’s governing body.

New Municipal Advisory Clients	Execution Date
Florida State University School	7/30/2021
Hendry County, Florida	5/24/2021
Imagine Schools West Melbourne	7/30/2021
City of Lake Wales, Florida	Pending
Manatee County Mosquito Control District	6/10/2021
Panama City-Bay County Airport and Industrial District (Northwest Florida Beaches International Airport)	2/15/2021
City of Port St. Joe, Florida	7/6/2021
ZooTampa at Lowry Park	6/11/2021

h. Describe and provide information on unique or innovative financial advisory techniques, programs, or concepts the firm has utilized for financial advisory clients in Florida and how these techniques may be applied to the Authority.

Among Ford & Associates' greatest strengths are our strategic approaches to credit and quantitative optimization. We believe these areas are intertwined and critical to achieving superior financial results. That approach is evident in the unusual mid-market swap termination provisions and the security pledge restructurings that we crafted for the City of Pembroke Pines (discussed more fully in Question 4.b.). It is also evident in Moody's upgrade of the City of Tampa's water and wastewater system bonds to 'Aaa' during the heart of the pandemic. We believe these approaches may create significant value for the Authority and its members and customers.

It is our opinion that the Authority is under-rated, with credit ratings not reflective of its true credit quality. The Authority's revenue structure is such that its debt represents a super-senior obligation of its members. The payments due to the Authority from its customers are operating expenses and thus take precedence over the customers' own utility system debt, if any. Additionally, the Authority provides a substantial amount of water to its largest customers. Under the Water Supply Contract, the Authority may discontinue water deliveries to a nonpaying customer in as little as 120 days from the date an unpaid invoice was sent. Given the volume of water purchased by Sarasota County, Charlotte County, and the City of North Port, as well as the fiscal health of those customers, failure to pay becomes almost unthinkable.

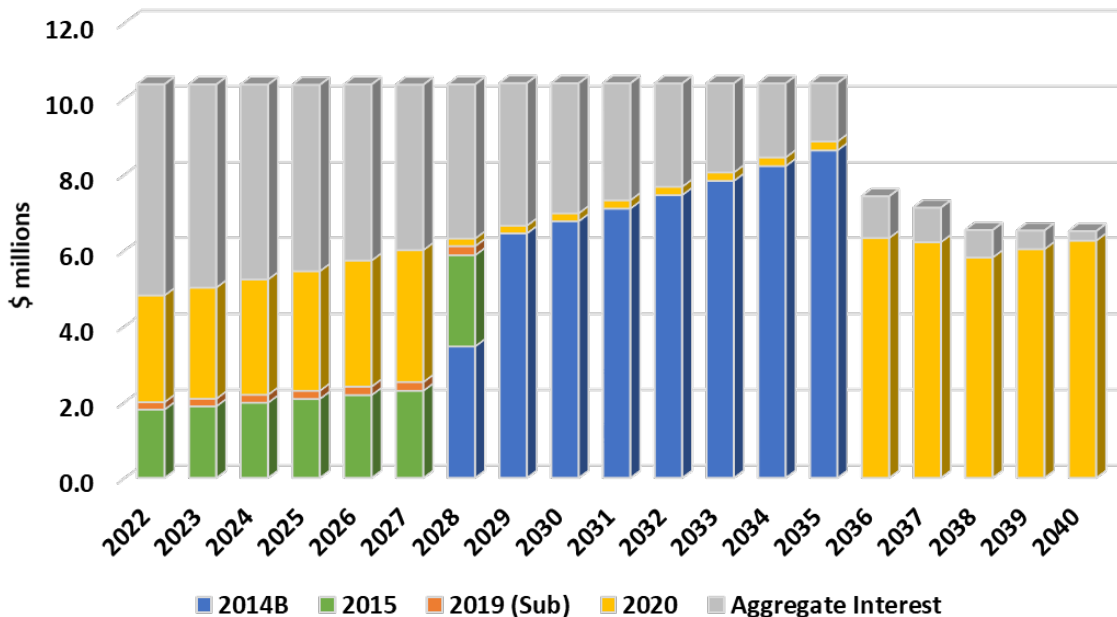
Sarasota County is not just the Authority's largest and most creditworthy customer, it is also the Authority's most reliant customer. Over half of county's water is purchased from the Authority. As the Authority's aggregate debt service currently stands, payments from Sarasota County will make up about two-thirds of the revenue used to cover principal and interest. Sarasota County's own utility system revenue bonds are rated 'AA+' by both Standard & Poor's and Fitch, but do not carry a Moody's rating.

Charlotte County's utility system revenue debt is secured by pledge of the net utility system revenues (as well as connection fees and various funds established under the county's bond resolution). As is common, net revenues are defined as gross system revenues less operating expenses. The county's bond documents explicitly include the capital cost recovery charges paid to the county by the Authority (through FY 2021) in its definition of gross revenues and include bulk water purchases as an operating expense, ensuring that even the Authority's amortized purchase of the Peace River Regional Water Treatment Facility from Charlotte County was subordinate to the county's payment obligations to the Authority. Charlotte County no longer has rated utility system revenue bonds outstanding, but Moody's rating of 'Aa3' was last affirmed in late-2019 (at which time Moody's removed a Negative Outlook on the bonds). The implication of approximately equivalent credit quality between the Authority's bonds and Charlotte County's utility system debt shows a lack of insight.

Ford & Associates’ quantitative analysis builds upon the foundation of our credit work. Consistent with the concept of assessing each customer unique rates based on their consumption and elective participation in the Authority’s various projects, we believe the Authority can use a customer-level approach to debt structuring to create additional value for the communities it serves. Our analysis is based upon the debt service percentages found in the Authority’s Series 2020 Official Statement, as well as certain various assumptions which may be adjusted and/or corrected as needed.

As shown in the chart below, the Authority’s aggregate bond debt service is beautifully structured; nearly level through FY 2035, then declining in various amounts from FY 2036 through 2038 before final maturity in FY 2040.

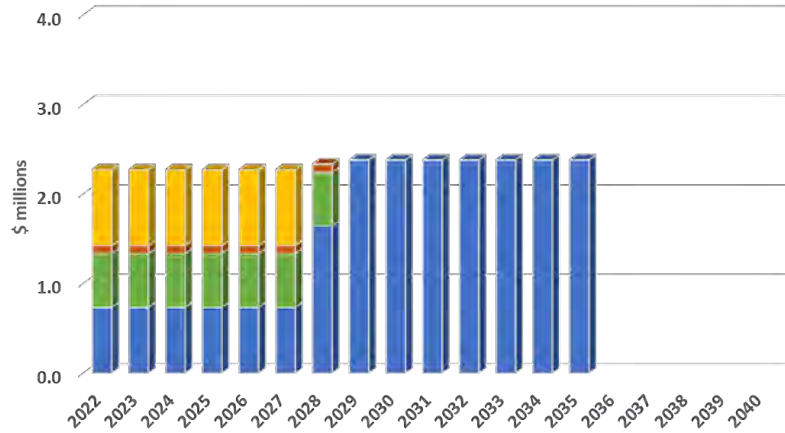
**Authority Aggregate Debt Service
(Principal Breakdown by Series)**



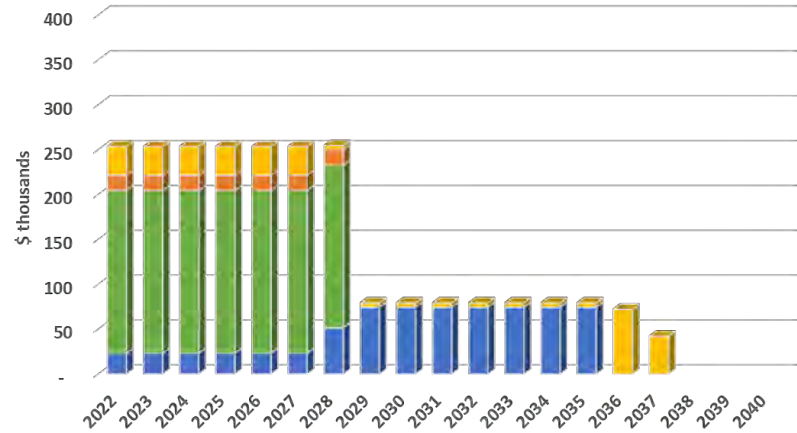
The allocated aggregate debt service structure of each Authority customer, which we have estimated using information from the Authority’s 2020 Official Statement and various assumptions, differs by the shape of the allocated structure. Charlotte County and Sarasota County each enjoy level debt service allocations. DeSoto County’s allocation is level through FY 2028, after which it drops substantially. We note that depending upon DeSoto’s involvement in future Authority projects, this structure may be financially beneficial. The City of North Port’s allocation is level for the next several years but is the least regular over the life of the Authority’s existing debt, with allocations in FY 2038-40 nearly double the city’s FY 2022 allocation. We believe future financings may tailored to suit each Authority customer. As mentioned earlier, we believe that the credit quality of the Authority’s customers is tied to that of the Authority and recognize the common benefit of collaborative structuring.

Estimated Authority Customer Debt Service Allocations by Series

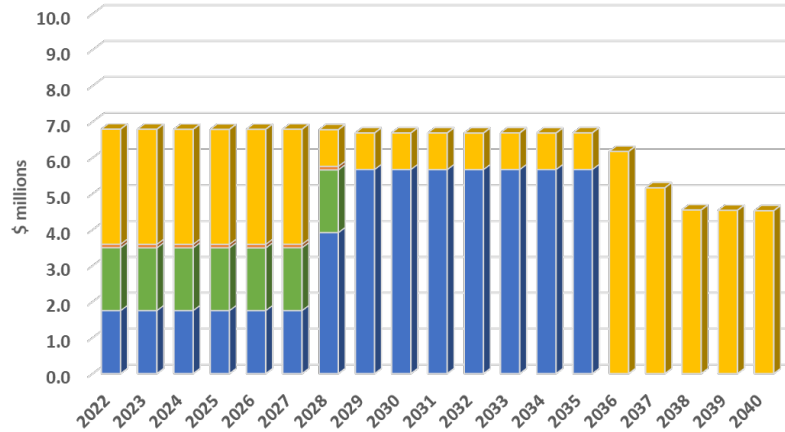
Charlotte County



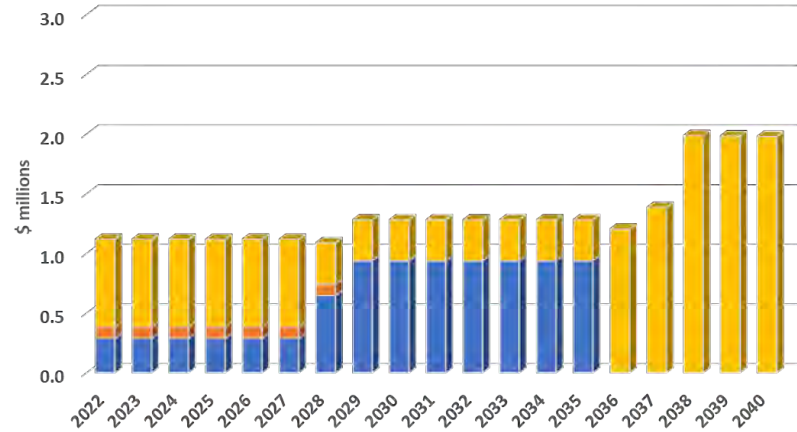
DeSoto County



Sarasota County



City of North Port



■ Series 2014B ■ Series 2015 ■ Series 2019 (Subordinate) ■ Series 2020

- i. Clearly identify any subcontractor that may be utilized in providing Financial Advisory services and how such subcontractor would participate. Authority reserves the right to approve or disapprove any subcontractor candidate in its best interest and require the Financial Advisor to replace subcontractor with one that meets Authority approval.

We see nothing in the Authority's scope of services that would lead us to engage the services of a subcontractor.

5. Key Personnel Experience and Ability (maximum of ten (10) pages):

- a. Identify the specific key personnel to be assigned to the Authority and their accessibility and availability;

Jerry Ford (President), Will Reed (Senior Vice President), and Jon Ford (Senior Vice President) will be assigned to serve the Authority. Each advisor will, barring unforeseen circumstances, be available and accessible to the Authority's staff during the entirety of our engagement. In addition, the Authority will have access through these advisors to Ford & Associates' support staff.

- b. Designate the key personnel that will have the primary responsibility of managing the account;

Jon Ford, Senior Vice President, will serve as the Authority's primary contact. Jon serves as the primary contact to the Florida Governmental Utility Authority, the City of Pembroke Pines, the City of Destin, and many other governmental organizations whose financings contain elements applicable to the Authority.

The Authority may expect our advisors to work together on the Authority's behalf. Ford & Associates is dedicated to using redundant coverage for each of our clients., ensuring access to the full breadth of our expertise and guarding against unexpected circumstances that might hinder one person's availability.

- c. Provide a resume for each key personnel to be assigned to the Authority that includes the following:
- i. Name, title, years of experience, office location and area of specialty;
 - ii. Describe relevant qualifications and experience, including licenses, accreditations and professional memberships; and
 - iii. Indicate the role each key personnel will play in the development of requested work products.

Jerry W. Ford, President

jwford@fordassocinc.com

Mr. Ford's professional career began in 1979 in Washington, D.C., where he worked in the Division of Management Analysis & Systems in the Office of the Secretary at the US Department of Health, Education, and Welfare. He was recruited by Booz Allen Applied Research, a division of Booz Allen Hamilton, and served as a senior consultant conducting cost and economic analyses for military programs. He subsequently served as an assistant project manager for CACI. In 1984, Mr. Ford began his public finance career in Atlanta, first as a municipal credit analyst and later as an investment banker and financial advisor for Trust Company Bank (later SunTrust Bank). He relocated to Orlando, Florida in 1990 to serve as the bank's head of Florida Public Finance. Subsequently, he relocated to Tampa and acted in the same role for one of the nation's largest, privately held investment banks before founding Ford & Associates, Inc. in 1998.

Over the course of his career, Mr. Ford has served a wide variety of cities, counties, school districts, universities, not-for-profit organizations, and corporations of various size and complexity. The analytical and consultive skills he developed while consulting to the Department of Defense, and the credit skills he honed during his early years in the public finance industry are foundational to his approach to developing successful client solutions. His highlights of his financial advisor work for utility projects includes serving the Cities of Tampa and Pembroke Pines, FL, Gwinnett and Richmond Counties, GA, St. John's River Water Management District, and the FGUA. In addition, he has served as an expert witness for governmental entities on multiple occasions.

He is a member of the National Federation of Municipal Analysts, the National Association of Municipal Advisors, and GFOA affiliate chapters. He recently completed a four-year term on the board of directors of the Municipal Securities Rulemaking Board where he served on the steering, governance, and CEO search committees, and served as chair of the finance and stakeholder relations committees.

He is a graduate of California State University at Los Angeles and received a Master of Public Administration degree from the University of Southern California. He completed course work in cost and schedule control systems criteria at the Defense Systems Management College, U.S. Department of Defense, Ft. Belvoir, Maryland. He is a graduate of Leadership Tampa 2000, and a founder of and an advisor to the board of First Nesters, an all-volunteer not-for-profit organization that furnishes and decorates first homes for young adults leaving the foster care system. He holds Series 50, 54, and 65 registrations.

Jonathan W. Ford, Senior Vice President

jonford@fordassocinc.com

Mr. Ford joined Ford & Associates in 2012. Since that time, he has advised on nearly 200 transactions totaling approximately \$6.3 billion. He is experienced with the issuance of debt backed by water, sewer, and gas utility revenues; sales tax, communications services tax, and public service tax revenues; utility franchise fees; annual appropriations and covenants to budget and appropriate; general obligation pledges; and impact fees. His expertise covers the use of fixed- and variable-rate structures, as well as derivative instruments. He specializes in optimizing existing and proposed financing structures to generate additional value for his clients. Mr. Ford is an advisor to the Florida Governmental Utility Authority, the City of Pembroke Pines, the City of Destin, the City of Wilton Manors, and the City of Port St. Joe.

Mr. Ford began his career at A.G. Edwards & Sons, Inc., in St. Louis. During his time at A.G. Edwards and subsequently at Wachovia Corporation following its acquisition of A.G. Edwards, Mr. Ford served as an investment banking analyst supporting transactions for cities, counties, local utility systems, industrial development agencies, school districts, and state revolving funds. After Wells Fargo & Company's purchase of Wachovia Corporation in 2008, Mr. Ford relocated to New York City to focus primarily on the capital needs of large utility systems, including joint action agencies; governmental electric, water, and gas utilities; and rural electric cooperatives. During that time,

he served on senior managed transactions for major clients including the Municipal Electric Authority of Georgia, American Municipal Power, and the Florida Municipal Power Authority.

Mr. Ford graduated from Trinity College (Hartford, Connecticut) with a Bachelor of Science in Economics. Mr. Ford is an Eagle Scout, a graduate of Leadership Tampa (class of 2000), and a member of the Rotary Club of Tampa. He currently sits on the Board of Directors of the Rotary Club of Tampa Foundation. He holds Series 50 and Series 65 registrations.

William S. Reed, Senior Vice President

wreed@fordassocinc.com

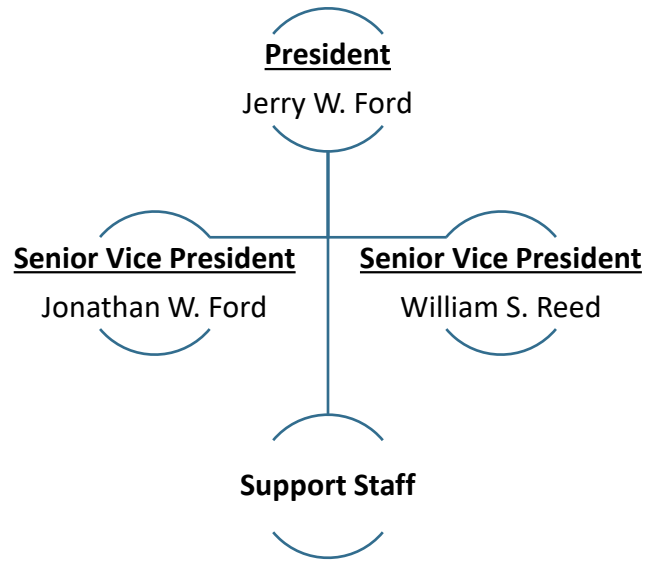
Mr. Reed has 14 years of financial advisory experience at Ford & Associates. During that period, he has served as an advisor on over 300 transactions totaling more than \$10 billion, working with Florida local governments including the City of Tampa, the City of New Port Richey, the City of North Lauderdale, Hendry County, and the Town of Oakland. His work encompasses a mix of short-term and long-term debt, public offerings, and private placements, fixed- and variable-rate bonds, and a wide array of security structures, including revenue, general obligation, annual appropriation, and tax-backed obligations. He also serves colleges and universities, not-for-profit entities, school districts, and utilities.

A member of the National Federation of Municipal Analysts, Mr. Reed has a particular focus on credit structure and ratings. He was largely responsible for developing the strategy that led to the City of Tampa's upgrade to 'Aaa' by Moody's. Mr. Reed is involved in nearly every credit discussion within the firm, whether serving as the lead advisor or in a supporting capacity.

Mr. Reed has also taken the lead on our Green Bond practice, working with various SPO providers to determine the differences in approach and work product. This is a sector that is quickly evolving and may be applicable to a wide variety of issuers as the ESG market matures.

Mr. Reed graduated from Trinity College (Hartford, Connecticut) with a B.A. in Economics. He joined Ford & Associates in January of 2007 following a stint in New York as manager for a major construction firm. Mr. Reed is from Mystic, Connecticut. He is a graduate of Leadership St. Petersburg and an accomplished sailor and rower. He is a member of the Leander Club in Henley-on-Thames, England, and the St. Petersburg Yacht Club, where he served as chair of the Sailing Center Committee, as well as on the Finance, Investment, Executive, and Strategic Planning Committees.

d. Provide an organizational chart for the project team.



6. Disclose the nature and magnitude of any litigation or regulatory action filed or settled against the Consultant in its role as financial advisor in the last three (3) years and the resolution thereof.

Ford & Associates has not been subject to any litigation or regulatory action in the last three years.

7. Disclosure of whether Consultant previously represented or currently represents Charlotte, DeSoto, Manatee or Sarasota Counties, and/or the City of North Port (“Customers”), in any capacity, and description of such representation, if applicable;

Ford & Associates has not and does not serve as Municipal Advisor to Charlotte, DeSoto, Manatee, or Sarasota counties, nor to the City of North Port. We do not believe that any actual or apparent conflict of interest exists or could arise as a result of our engagement with the Authority. Given the structure of the Authority and its membership, we believe such a conflict of interest is conceivable, perhaps inevitable, if a firm were to serve as fiduciary to the Authority and one or more of its members.

Authority Member	Municipal Advisor
Charlotte County	Hilltop Securities Inc.
DeSoto County	Gollahon Financial Services, Inc.
Manatee County	Public Resources Advisory Group
Sarasota County	PFM Financial Advisors LLC
North Port, City of	PFM Financial Advisors LLC

For example, the Authority’s Master Water Supply Contract allows for new projects to be financed through a combination of sources, including Authority revenue bonds and capital contributions from customers. Because of a disadvantageous credit rating disparity that currently exists between the Authority and its largest customer, the customer might conclude that issuing its own utility revenue bonds and funding a capital contribution to the Authority with the proceeds thereof is in its best financial interest. This could impede the Authority’s future debt issues in at least two ways. First, the loss of the largest and most creditworthy customer’s cash flow would erode the credit quality of Authority bonds. Additionally, smaller debt issues do not typically receive the same economies of scale or quality of execution due to the behavior of institutional investors. The Authority would be best served by a municipal advisor keenly focused on pursuing rating superiority, which may conflict with the obligation to serve the best interests of a subset of the Authority’s customers.

8. Disclosure of any current litigation the Consultant is a) a party to, or b) directly or indirectly involved (e.g., retained for testimony and expertise on behalf of any other entity; subpoenaed; etc.) that is against the Authority or any of the Customers, and a description of such litigation, if applicable;

Ford & Associates is neither party to nor involved with any litigation concerning the Authority or its members.

9. Disclose if the Consultant is involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the Consultant under federal bankruptcy law or any state insolvency law.

Ford & Associates is not involved in any such matters.

EXHIBIT B
FEE PROPOSAL

The following fees are submitted to provide services set for in this RFP. Fees shall be presented as a price per \$1,000 of par value issued in each of the cumulative ascending levels of debt in any issuance. The debt groupings presented must be used without alteration. Proposers are not required to offer a fee proposal for each requested grouping, debt level, or minimum or maximum amount. Proposed fees will be considered in selecting a Financial Advisor.

FEE PROPOSAL PER \$1,000 UPON SUCCESSFUL CLOSING:

Minimum fee for a successful closing of bonded debt: \$ 25,000.00 (if there is no minimum, please indicate “no minimum”)

Maximum fee for a successful closing of bonded debt: \$ 95,000.00 (if there is no maximum, please indicate “no maximum”)

Par Value of Bond Issued	Fee per \$1,000
\$0 to \$20,000,000	\$1.25
\$20,000,001 to \$40,000,000	\$0.80
\$40,000,001 to \$60,000,000	\$0.70
\$60,000,001 to \$80,000,000	\$0.60
Over \$80,000,001	\$0.50

Bank Loan: Fees for assistance with bank loans will be issued on a flat fee basis.

Fee per issue: \$ 20,000.00

Lines of Credit: Fees for assistance with lines of credit will be issued on a flat fee basis.

Fee per issue: \$ 15,000.00

HOURLY FEE PROPOSAL TABLE

Unrelated to a specific debt issue, consulting services may be requested by the Authority and contracted for on an hourly rate basis. Proposer must specify hourly rates for individuals assigned to special services, such as partner, senior officer, professional staff, junior staff and support staff or as a flat monthly retainer.

Position	Rate per Hour
President	\$250.00
Senior Vice President	\$225.00
Vice President	\$175.00
Analyst / Associate	\$125.00
Support	\$50.00

Flat Monthly Retainer: \$ no retainer unless requested by the Authority /month (if there is no retainer proposed, please indicate “no retainer”; if there is a retainer, describe what services & time commitment from your employees are covered by the retainer)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/18/2021

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

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

PRODUCER Morrow Insurance Group 18936 NORTH DALE MABRY LUTZ FL 33548	CONTACT NAME: Patti Poovey PHONE (A/C, No, Ext): 813-963-1669 FAX (A/C, No): 813-961-3743 E-MAIL ADDRESS: certificates@morrowinsurance.net	
	INSURER(S) AFFORDING COVERAGE	
INSURED FORD & ASSOCIATES INC 109 SOUTH MACDILL AVE TAMPA FL 33609	INSURER A : AmGUARD Insurance Company NAIC # 42390	
	INSURER B : PROGRESSIVE EXPRESS INSURANCE NAIC # 10193	
	INSURER C : RETAILFIRST INSURANCE COMPANY NAIC # 10700	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER: 142718698

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			FOBP217181	3/1/2021	3/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ EXCLUDED MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> FL Statutory			01854003-1	3/6/2021	3/6/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ FL PIP \$ 10,000
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	052054478	7/15/2021	7/15/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	PROFESSIONAL LIABILITY			FOBP217181	6/1/2021	6/1/2022	OCCURENCE \$ 1,000,000 AGGREGATE \$ 2,000,000


DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

PROFESSIONAL LIABILITY - GEMINI INSURANCE COMPANY - 04/07/2021 - 04/07/2022
 PER CLAIM \$1,000,000 - AGGREGATE \$1,000,000

PROFESSIONAL LIABILITY RETROACTIVE DATE: 04/07/2003

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY, ITS DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS ARE INCLUDED AS
 See Attached...

CERTIFICATE HOLDER**CANCELLATION**

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY 9415 TOWN CENTER PARKWAY LAKEWOOD RANCH FL 34202	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ADDITIONAL REMARKS SCHEDULE

AGENCY Morrow Insurance Group		NAMED INSURED FORD & ASSOCIATES INC 109 SOUTH MACDILL AVE TAMPA FL 33609	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE	(Empty)	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

ADDITIONAL INSURED WITH RESPECT TO GENERAL LIABILITY AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT.

10 DAYS WRITTEN NOTICE OF CANCELLATION FOR NON-PAYMENT OF PREMIUM AND 30 DAYS WRITTEN NOTICE FOR NON-RENEWAL OF POLICY

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 Jerry W. Ford, President
(Print individual's name and title)

for Ford & Associates, Inc.
(Print name of entity submitting sworn statement)

whose business address is 109 South MacDill Avenue Tampa, FL 33609

and (if applicable) its Federal Employer Identification Number (FEIN) is 59-3521109
(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 with 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.
5. 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 let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in management of an entity.

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

X 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.

[Handwritten Signature]
(Signature) _____ (Date)

STATE OF Florida

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 22nd day of November, 2021 by Jerry W. Ford as President of Ford & Associates, Inc., a _____ company organized under the laws of the State of Florida, on behalf of the company, who is personally known to me or has produced _____ as identification.

[Handwritten Signature]
Notary Public
Name (Printed) Herminia C. Hohmann

My commission expires 6/26/2025

(Printed typed or stamped Commissioned name of Notary Public)



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, Consultant 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 Consultant employees hired on and after January 1, 2021. Additionally, Consultant shall require all subconsultants performing work under this Agreement to use the E-Verify system for any employees hired on and after January 1, 2021. Consultant must provide evidence to the Authority of compliance with Section 448.095, Florida Statutes, prior to entering the Agreement

Affidavit

I hereby certify that Jerry W. Ford / Ford & Associates, Inc. (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 Jerry W. Ford / Ford & Associates, Inc. (Contract holder) proof of registration in the E-Verify system is attached to this Affidavit.



Signature Date

Jerry W. Ford

Print Name

STATE OF Florida
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 11/22/2021 (date) by Jerry W. Ford, President (name of officer or agent, title of officer or agent) of Ford & Associates, Inc. (name of Consultant company acknowledging), a Florida (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

Herminia C. Hohmann

Name typed, printed or stamped

My Commission Expires: 6/26/2025

**THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR E-VERIFY EMPLOYER AGENTS**

**ARTICLE I
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and Ford & Associates, Inc. (E-Verify Employer Agent). The purpose of this agreement is to set forth terms and conditions which the E-Verify Employer Agent will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the E-Verify Employer Agent, the Employer, DHS, and the Social Security Administration (SSA).

The Employer is not a party to this MOU; however, this MOU contains a section titled Responsibilities of the Employer. This section is provided to inform E-Verify Employer Agents acting on behalf of the Employer of the responsibilities and obligations their clients are required to meet. The Employer is bound by these responsibilities through signing a separate MOU during their enrollment as a client of the E-Verify Employer Agent. The E-Verify program requires an initial agreement between DHS and the E-Verify Employer Agent as part of the enrollment process. After agreeing to the MOU as set forth herein, completing the tutorial, and obtaining access to E-Verify as an E-Verify Employer Agent, the E-Verify Employer Agent will be given an opportunity to add a client once logged into E-Verify. All parties, including the Employer, will then be required to sign and submit a separate MOU to E-Verify. The responsibilities of the parties remain the same in each MOU.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

**ARTICLE II
RESPONSIBILITIES**

A. RESPONSIBILITIES OF E-VERIFY EMPLOYER AGENT

1. The E-Verify Employer Agent agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the E-Verify Employer Agent representatives who will be accessing

information under E-Verify and shall update them as needed to keep them current.

2. The E-Verify Employer Agent agrees to become familiar with and comply with the E-Verify User Manual and provide a copy of the most current version of the E-Verify User Manual to the Employer so that the Employer can become familiar with and comply with E-Verify policy and procedures. The E-Verify Employer Agent agrees to obtain a revised E-Verify User Manual as it becomes available and to provide a copy of the revised version to the Employer no later than 30 days after the manual becomes available.
3. The E-Verify Employer Agent agrees that any person accessing E-Verify on its behalf is trained on the most recent E-Verify policy and procedures.
4. The E-Verify Employer Agent agrees that any E-Verify Employer Agent Representative who will perform employment verification cases will complete the E-Verify Tutorial before that individual initiates any cases.
 - a. The E-Verify Employer Agent agrees that all E-Verify Employer Agent representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify, including any tutorials for Federal contractors, if any of the Employers represented by the E-Verify Employer Agent is a Federal contractor.
 - b. Failure to complete a refresher tutorial will prevent the E-Verify Employer Agent and Employer from continued use of E-Verify.
5. The E-Verify Employer Agent agrees to grant E-Verify access only to current employees who need E-Verify access. The E-Verify Employer Agent must promptly terminate an employee's E-Verify access if the employee is separated from the company or no longer needs access to E-Verify.
6. The E-Verify Employer Agent agrees to obtain the necessary equipment to use E-Verify as required by the E-Verify rules and regulations as modified from time to time.
7. The E-Verify Employer Agent agrees to, consistent with applicable laws, regulations, and policies, commit sufficient personnel and resources to meet the requirements of this MOU.
8. The E-Verify Employer Agent agrees to provide its clients with training on E-Verify processes, policies, and procedures. The E-Verify Employer Agent also agrees to provide its clients with ongoing E-Verify training as needed. E-Verify is not responsible for providing training to clients of E-Verify Employer Agents.
9. The E-Verify Employer Agent agrees to provide the Employer with the notices described in Article II.B.1 below.
10. The E-Verify Employer Agent agrees to create E-Verify cases for the Employer it represents in accordance with the E-Verify Manual, the E-Verify Web-Based Tutorial and all other published E-Verify rules and procedures. The E-Verify Employer Agent will create E-Verify cases using information provided by the Employer and will immediately communicate the response back to the Employer. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the E-Verify Employer Agent's attempting, in good faith, to

make inquiries on behalf of the Employer during the period of unavailability.

11. When the E-Verify Employer Agent receives notice from a client company that it has received a contract with the FAR clause, then the E-Verify Employer Agent must update the company's E-Verify profile within 30 days of the contract award date.

12. If data is transmitted between the E-Verify Employer Agent and its client, then the E-Verify Employer Agent agrees to protect personally identifiable information during transmission to and from the E-Verify Employer Agent.

13. The E-Verify Employer Agent agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

14. The E-Verify Employer Agent agrees to fully cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9, employment records, and all records pertaining to the E-Verify Employer Agent's use of E-Verify, and to interview it and its employees regarding the use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

15. The E-Verify Employer Agent shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The E-Verify Employer Agent shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify Employer Agent services and any claim to that effect is false.

16. The E-Verify Employer Agent shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

17. The E-Verify Employer Agent agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the E-Verify Employer Agent's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

18. The E-Verify Employer Agent understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the E-Verify Employer Agent may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF THE EMPLOYER

The E-Verify Employer Agent shall ensure that the E-Verify Employer Agent and the Employers represented by the E-Verify Employer Agent carry out the following responsibilities. It is the E-Verify

Employer Agent's responsibility to ensure that its clients are in compliance with all E-Verify policies and procedures.

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer shall become familiar with and comply with the most recent version of the E-Verify User Manual. The Employer will obtain the E-Verify User Manual from the E-Verify Employer Agent.
4. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
 - a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 1-888-464-4218.
 - b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

5. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
6. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
 - a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 4 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person,

the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

7. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

8. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

9. The Employer must use E-Verify (through its E-Verify Employer Agent) for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

10. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B below) to contact DHS with information necessary to resolve the challenge.

11. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo

mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

12. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

13. The Employer agrees that it will use the information it receives from E-Verify (through its E-Verify Employer Agent) only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

14. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

15. The Employer acknowledges that the information it receives through the E-Verify Employer Agent from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

16. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify (whether directly or through their E-Verify Employer Agent), which includes permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

17. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

18. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

19. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

20. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

C. RESPONSIBILITIES OF FEDERAL CONTRACTORS

The E-Verify Employer Agent shall ensure that the E-Verify Employer Agent and the Employers represented by the E-Verify Employer Agent carry out the following responsibilities if the Employer is a federal contractor or becomes a Federal contractor. The E-Verify Employer Agent should instruct the client to keep the E-Verify Employer Agent informed about any changes or updates related to federal contracts. It is the E-Verify Employer Agent's responsibility to ensure that its clients are in compliance with all E-Verify policies and procedures.

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of

contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i. That Form I-9 is complete (including the SSN) and complies with Article II.B.6,
- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,

- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

D. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer (through the E-Verify Employer Agent) against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.
2. SSA agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent) through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the E-Verify Employer Agent.
4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the E-Verify Employer Agent.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

E. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer (through the E-Verify Employer Agent) to conduct, to the extent authorized by this MOU
 - a. Automated verification checks on alien employees by electronic means, and
 - b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the E-Verify Employer Agent with operational problems associated with its participation in E-Verify. DHS agrees to provide the E-Verify Employer Agent names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the E-Verify Employer Agent with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train E-Verify Employer Agents on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require E-Verify Employer Agents to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer (through the E-Verify Employer Agent) a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the E-Verify Employer Agent's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent), and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

The E-Verify Employer Agent shall ensure that the E-Verify Employer Agent and the Employers represented by the E-Verify Employer Agent carry out the following responsibilities. It is the E-Verify Employer Agent's responsibility to ensure that its clients are in compliance with all E-Verify policies and procedures.

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the tentative nonconfirmation notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer (through the E-Verify Employer Agent) within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action

against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.
5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:
 - a. Scanning and uploading the document, or
 - b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
8. DHS will electronically transmit the result of the referral to the Employer (through the E-Verify Employer Agent) within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer or the E-Verify Employer Agent for verification services performed under this MOU. The E-Verify Employer Agent is responsible for providing equipment needed to make inquiries. To access E-Verify, an E-Verify Employer Agent will need a personal computer with Internet access.

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.
2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The E-Verify Employer Agent may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties. In addition, any Employer represented by the E-Verify Employer Agent may voluntarily terminate its MOU upon giving DHS 30 days' written notice.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the E-Verify Employer Agent's participation in E-Verify, with or without notice, at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the E-Verify Employer Agent or the Employer, or a failure on the part of either party to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An E-Verify Employer Agent for an Employer that is a Federal contractor may terminate this MOU for that Employer when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the E-Verify Employer Agent must provide written notice to DHS. If the E-Verify Employer Agent fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The E-Verify Employer Agent agrees that E-Verify is not liable for any losses, financial or otherwise, if the E-Verify Employer Agent or the Employer is terminated from E-Verify.

ARTICLE VI PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the E-Verify Employer Agent, its agents, officers, or employees.

C. The E-Verify Employer Agent may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

E. The E-Verify Employer Agent understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the E-Verify Employer Agent and DHS respectively. The E-Verify Employer Agent understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer or the E-Verify Employer Agent, as the case may be, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the E-Verify Employer Agent.

If you have any questions, contact E-Verify at 1-888-464-4218.

Company ID Number: 1740074

Approved by:

E-Verify Employer Agent Employer Ford & Associates, Inc.	
Name (Please Type or Print) Jerry Ford	Title
Signature Electronically Signed	Date 09/21/2021
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 09/21/2021

Company ID Number: 1740074

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Ford & Associates, Inc.
Company Facility Address	109 South MacDill Ave Tampa, FL 33609
Company Alternate Address	
County or Parish	HILLSBOROUGH
Employer Identification Number	593521109
North American Industry Classification Systems Code	523
Parent Company	Ford & Associates, Inc.
Number of Employees	5 to 9
Number of Sites Verified for	1

Company ID Number: 1740074

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

FLORIDA 1 site(s)

Company ID Number: 1740074

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name William S Reed
Phone Number (813) 874 - 6621
Fax Number (813) 874 - 6624
Email Address wreed@fordassocinc.com

Name Jonathan W Ford
Phone Number (813) 874 - 6621
Fax Number (813) 874 - 6624
Email Address jonford@fordassocinc.com

Name Jerry W Ford
Phone Number (813) 874 - 6621
Fax Number (813) 874 - 6624
Email Address jwford@fordassocinc.com

Company ID Number: 1740074

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Expertise + Insight = Ingenuity

We are avid problem-solvers, using our collective expertise to deliver the best solutions. We mine the experience of our colleagues, combining wisdom and agile thinking to develop answers and execute strategies for our clients.

pfm.com

Peace River Manasota Regional Water Supply Authority

Proposal for Financial Advisory Services

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ABOUT PFM

PFM is the marketing name for a group of affiliated companies providing a range of services. All services are provided through separate agreements with each company. This material is for general information purposes only and is not intended to provide specific advice or a specific recommendation.

Investment advisory services are provided by PFM Asset Management LLC¹ which is registered with the Securities and Exchange Commission (“SEC”) under the Investment Advisers Act of 1940. Financial advisory services are provided by PFM Financial Advisors LLC, a registered municipal advisor with the SEC and the Municipal Securities Rulemaking Board (“MSRB”) under the Dodd-Frank Act of 2010. Swap advisory services are provided by PFM Swap Advisors LLC which is registered as a municipal advisor with both the MSRB and SEC under the Dodd-Frank Act of 2010, and as a commodity trading advisor with the Commodity Futures Trading Commission. Additional applicable regulatory information is available upon request.

Consulting services are provided through PFM Group Consulting LLC. Institutional purchasing card services are provided through PFM Financial Services LLC. PFM’s financial modeling platform for strategic forecasting is provided through PFM Solutions LLC.

For more information regarding PFM’s services or entities, please visit www.pfm.com.

¹ On July 7, 2021, the holding company for PFM Asset Management LLC (PFMAM), entered into a definitive agreement to sell its asset management business including PFMAM along with other associated entities to U.S. Bancorp Asset Management Inc. (USBAM), a subsidiary of U.S. Bancorp. The transaction is expected to close in the fourth quarter of 2021, subject to regulatory approval and satisfaction of customary closing conditions. The sale does not affect our financial advisory and consulting businesses. PFM and its remaining affiliates (PFM Swap Advisors LLC, PFM Group Consulting LLC and PFM Solutions LLC) will continue to operate as is following the sale, providing leading financial advisory and consulting services.



November 22, 2021

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

RE: RFP Financial Advisory Services

pfm

200 S Orange Avenue
Suite 760
Orlando, Florida 32801
407.648.2208

pfm.com

Dear Mr. Coates:

PFM Financial Advisors LLC ("PFM") is pleased to submit our proposal to serve as financial advisor to Peace River Manasota Regional Water Supply Authority (the "Authority"). We would consider it a privilege to join the very successful Authority financing team. Throughout our proposal we highlight the factors that support why we believe PFM offers the best combination of experience, professionals, and services to assist the Authority with its financing needs.

As a large, regional supplier of water for county and municipal purposes, the Authority faces a wide range of local and global challenges including: providing reliable high quality service and ensuring long-term environmentally sensitive operations pursuant to regulatory requirements, while maintaining reasonable rates and charges. The Authority has earned strong credit ratings (Aa3/AA/AA), which indicates that Authority leadership balances these often competing needs very effectively. This requires a cohesive partnership among staff, the board and consultants. PFM already works with many of the Authority's external consultants, which would allow for a seamless intergration into the Authority's financing team.

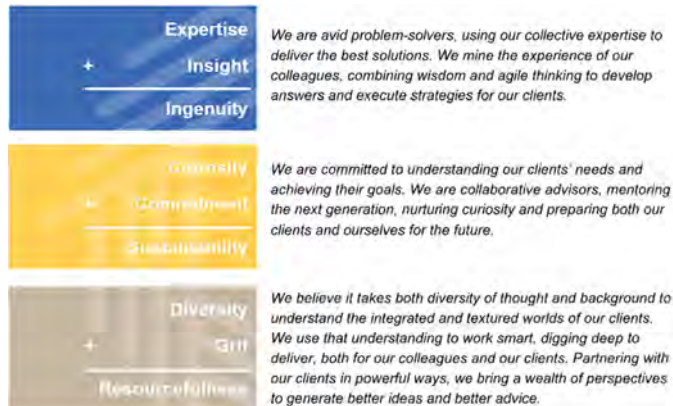
Understanding of the Scope of Work: PFM's approach aligns directly with the Authority's scope of work, which requires expertise in the debt issuance process, specifically related to utilities in Florida. As demonstrated throughout our response, PFM offers the full scope of services required by the RFP. We understand the dynamics of working with multi-jurisdictional utility agencies in Florida from serving as financial advisor to Tampa Bay Water, East Central Regional Wastewater Treatment Facilities Board and South Seminole/North Orange County Wastewater Transmission Authority. In all cases we also represent a subset of their customers as financial advisor, which has been beneficial during the financing process. This local Florida experience is supplemented by our national work with some of the largest, most highly rated water utilities in the nation including Charleston Water System, DC Water & Sewer Authority, San Antonio Water System, Austin Water and Fairfax County Water Authority, to name a few.

Specialized Experience of the Team: A financial advisory relationship begins with the advisory team. PFM's team is comprised of industry leaders with local roots. The team is led by James "Jay" Glover and Nick Rocca who have been among the most active public finance professionals in the Florida during the last decade. Perhaps more important to the Authority is the fact that Mr. Glover is at the point in his career that will allow him to be the Authority's



primary contact for many years to come; a long-term strategic partner. Our team offers extensive utility experience delivered with a local perspective from a stable, long tenured group of professionals. Both Jay Glover (21 years at PFM) and Nick Rocca (13 years at PFM) started as interns at PFM, which brings a unique level of expertise with all aspects of the financing process.

PFM's Vision/Strategic Direction/Guiding Principles: Over the past few years, PFM has implemented corporate objectives aimed to achieve measurable improvements through a focus on premium service delivery while incorporating DEI initiatives to foster a culture of collaboration and excellence with a focus on achieving this success with a diverse team. Below are our three Guiding Principles that will serve as the roadmap for how PFM works with clients for year to come.

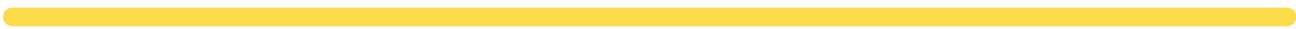


In summary, PFM offers the Authority (i) the most comprehensive scope of services, (ii) national, regional and local leadership in the utility finance arena, (iii) the most experienced team in the industry and (iv) very cost effective service. We are pleased to have this opportunity to present our qualifications and credentials to serve as financial advisor to the Authority. We understand the scope of work to be performed and commit to doing so in a manner that fits the policy parameters set and ensures we will meet the Authority's schedule. We believe PFM's relevant experience and dedicated project team – as well as our national presence, our depth of knowledge, and our commitment to acting as a fiduciary for our clients – makes us the ideal choice as the Authority's strategic partner and financial advisor. PFM's proposal is in all respects fair and in good faith without collusion or fraud and James Glover has the authority to bind PFM.

Sincerely,
PFM Financial Advisors LLC

James W. Glover
Managing Director

Nicklas Rocca
Senior Managing Consultant



Technical Proposal

3. General Business Information including (maximum of five (5) pages):

a. Legal name of Consultant, principal office address and location from which the work is to be performed, phone number, name of principal in charge and email address.

PFM Financial Advisors LLC

Principal Office / Headquarters:
1735 Market Street, 43rd Floor
Philadelphia, PA 19103

Office to Provide Service:
200 South Orange Avenue, Suite 760
Orlando, FL 32801

PFM's Orlando Office will have 100% responsibility for the engagement with the Authority. PFM opened its first Florida office in 1986 and has been providing independent financial advisory services to Florida issuers for over 35 years. During this time, we have developed an unmatched expertise in providing services to meet all the financial needs of our clients. Our greatest accomplishments are the achievements of our clients. It is our long-term relationships with issuers that speaks to our value-added services. We are committed to this service and our capability to provide our clients with real-time independent advice remain unmatched. There are 16 financial advisory professionals in Florida, which include 6 Managing Directors/Partners, 2 Directors, 4 Senior Managing Consultants, 2 Senior Analysts, and 2 Analysts. James Glover will be the principal in charge and his contact information is listed below.

Primary Contacts	
James W. Glover Managing Director 407-406-5760 gloverj@pfm.com	Nicklas Rocca Senior Managing Consultant 407-406-5773 roccan@pfm.com






b. Indicate business structure, i.e., partnership, corporation, joint venture (if joint venture, identify the members). Firm should be registered as a legal entity in the State of Florida.

c. State if the Consultant's business and proposed key personnel are licensed, permitted and/or certified to do business in the State of Florida and attach copies of all such licenses issued to the business entity and key personnel. License copies may be minimized to fit multiple licenses per page, as long as they are legible.

PFM Financial Advisors LLC is a Partnership under a Limited Liability Company formed in the State of Delaware.

PFM is licensed to conduct business in the State of Florida and is in good standing with the Florida Secretary of State Department. A copy of PFM's license to do business in the State of Florida (assigned document number: M16000004976) can be found below.



FLORIDA DEPARTMENT OF STATE
Division of Corporations

June 22, 2016

CORPORATE ACCESS, INC.

Qualification documents for PFM FINANCIAL ADVISORS LLC were filed on June 21, 2016, and assigned document number M16000004976. Please refer to this number whenever corresponding with this office.

Your limited liability company is authorized to transact business in Florida as of the file date.

To maintain "active" status with the Division of Corporations, an annual report must be filed yearly between January 1st and May 1st beginning in the year following the file date or effective date indicated above. If the annual report is not filed by May 1st, a \$400 late fee will be added.

A Federal Employer Identification Number (FEI/EIN) will be required when this report is filed. Apply today with the IRS online at:
<https://sa.www4.irs.gov/modiein/individual/index.jsp>.

Please notify this office if the limited liability company address changes.

Should you have any questions regarding this matter, please contact this office at the address given below.

Stacey M Warren
Regulatory Specialist II
Registration/Qualification Section
Division of Corporations

Letter Number: 616A00013115

www.sunbiz.org
Division of Corporations - P.O. BOX 6327 -Tallahassee, Florida 32314



As required by the Dodd-Frank Wall Street Reform and Consumer Protection Act, PFM Financial Advisors LLC is registered as a Municipal Advisor under regulations issued by the Securities Exchange Commission and the Municipal Securities Rulemaking Board. Copies of PFM's registrations are below.

Securities and Exchange Commission

SEC File No: 867-02030

Municipal Securities Rulemaking Board

PFM's MSRB ID Number: K1162

Registration Type: Municipal Advisor

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

OFFICE OF
THE SECRETARY

May 4, 2016

IN THE MATTER OF:

PFM Financial Advisors LLC
Two Logan Square, Suite 1600
18th & Arch Streets
Philadelphia, PA 19103-2700

SEC FILE NO.: 867-02030
Application Completion Date: May 3, 2016

ORDER GRANTING
REGISTRATION PURSUANT
TO SECTION 15B(a)(2) OF
THE SECURITIES EXCHANGE
ACT OF 1934

The above-named Applicant has completed its application with the Commission for registration as a municipal advisor pursuant to Section 15B(a)(2) of the Securities Exchange Act of 1934 (the "Act") on the above-referenced application completion date.

The Commission finds that the application contains the information prescribed under Section 15B(a)(2) of the Act and the rules thereunder. The Commission has not passed on the accuracy or adequacy of the information, and the effectiveness of Applicant's registration does not imply Commission approval or disapproval of Applicant's registration.

Accordingly, it is ORDERED, pursuant to Section 15B(a)(2) of the Act, that the Applicant's registration be, and hereby is, granted, effective forthwith.

For the Commission, by the Office of Compliance Inspections and Examinations, pursuant to delegated authority.

Brent J. Fields
Brent J. Fields,
Secretary

MSRB Home Contact and Support

MSRB Registration - Form A-12: Preview

FIRM/SOLE PROPRIETORSHIP IDENTIFIERS

MSRB ID: K1162
Firm Name: PFM Financial Advisors LLC
Municipal Advisor SEC ID: 867-02030
CID Number:
Legal Entity Identifier:

BUSINESS INFORMATION

Firm Address: 1735 Market Street, 43rd Floor
City: Philadelphia State: PA Zip: 19103
Firm Website: www.pfm.com

TYPE OF ORGANIZATION

Organization Type: Limited Liability Company (LLC) City: Wilmington State: DE

BUSINESS ACTIVITIES

Municipal Advisor

Issuance Advice
 Guaranteed Investment Contracts Advice
 Investment Advice - Proceeds of Municipal Securities
 Investment Advice - Funds of Municipal Entity
 Municipal Derivatives Advice
 Solicitation of Business - Investment Advisory
 Municipal Escrow Investment Advice
 Municipal Escrow Investment Brokerage
 Solicitation of Business - Other than Investment Advisory
 Municipal Advisor/Underwriter Selection Advice

DESIGNATED CONTACTS

Master Account Administrator

Name	Phone	Email
Jennifer L. Berrier	(717) 231-6219	berrierj@pfm.com

Primary Regulatory Contact

Name	Phone	Email
Daniel Hartman	(215) 567-6100	hartmand@pfm.com

Billing Contact

Name	Phone	Email
Alfreda Twyman	(215) 557-1928	ComplianceGroup@pfm.com

Compliance Contact

Name	Phone	Email
Leo J. Karwejn	(717) 213-3847	karwejn@pfm.com

Primary Data Quality Contact

Name	Phone	Email
Gloria Wells	(717) 232-2723	welling@pfm.com

Optional Regulatory Contact

Name	Phone	Email
Jennifer L. Berrier	(717) 231-6219	berrierj@pfm.com

Optional Data Quality Contact
No contact designated.

Optional Technical Contact
No contact designated.



PFM is registered as a municipal advisor with the Securities Exchange Commission and MSRB and is aware and undertakes requirements for individual professional registrations as well.

Provided below is a link to the Security Exchange Commission (SEC) EDGAR system where both the Form MA (for the Firm) and Form MA-I's (for individual Registered Reps) can be retrieved.

<https://www.sec.gov/cgi-bin/browse-edgar?company=pfm+financial+advisors+llc&owner=exclude&action=getcompany>

Registered Representative	File Number	Film Number
James "Jay" Glover	868-05146	161691532
Nicklas Rocca	868-05146	161694208
Aurora Pavlish-Carpenter	868-05146	21547434



4. Consultant Firm’s Experience and Ability including: (maximum of fifteen (15) pages):

a. Consultants shall submit a verifiable statement of the Consultant’s experience in providing financial advisory services, the number of years the firm has been in business, and previous business name(s), if applicable.

Public Financial Management, Inc. (“PFM, Inc.”) was founded in 1975 to provide independent financial advisory services to the public sector. In 2014, as a result of the U.S. Securities and Exchange Commission’s (“SEC’s”) new rules for Municipal Advisors (born out of Dodd-Frank) our firm’s corporate structure was reorganized so that municipal advisory services could be delineated clearly from other financial consulting services. Accordingly, given the regulation of municipal advisory activities, financial advisory services are now offered through PFM Financial Advisors LLC which commenced operations on June 1, 2016. PFM’s first office in Florida was opened in 1986, and we have held a presence in the state since then.

National Practice

PFM’s national reputation and consistent growth are evident in our ranking as the nation’s top financial advisor in terms of number of transactions and par amount for 23 straight years (Source: Refinitiv, formerly Thomson Reuters). In 2020, we served as financial advisor on 995 publicly offered bond transactions with a par amount in excess of \$69 billion (Source: Refinitiv, formerly Thomson Reuters). Many firms may claim to be the top-ranked advisor, but we rely upon factual data from industry standard databases such as Refinitiv (formerly Thomson Reuters) and Ipreo to demonstrate this standing.



2020 Full Year Overall Long Term Municipal New Issues

Municipal Financial Advisory Ranking - Equal to Each Financial Advisor
Source: Refinitiv

	# issues	\$ in millions
PFM	995	69,733
Public Resources Advisory Group	159	43,381
Hilltop Securities	712	31,124
Acacia Financial Group Inc	150	17,348
Estrada Hinojosa & Company Inc	125	11,270
Frasca & Associates	46	11,212
KNN Public Finance	82	10,151
Piper Sandler & Co	256	8,187
Davenport & Company LLC	126	6,895
Montague DeRose & Associates LLC	47	6,841

Local Florida Expertise

Our national market presence is enhanced by our presence in the State of Florida, being ranked #1 for 17 consecutive years (Source: Refinitiv, formerly Thomson Reuters). While ranking tables and awards provide information to the general markets, we are most proud of the accomplishments of our clients. PFM has continued to grow our Florida footprint, adding clients each year, while at the same time maintaining the high level of service our clients have come to recognize.



In 2020, we served as financial advisor on 73 publicly offered bond transactions with a par amount in excess of \$6.2 billion (Source: Refinitiv, formerly Thomson Reuters). This is more than all our competitors in Florida combined.



2020 Full Year Florida Overall Long Term Municipal New Issues

Municipal Financial Advisory Ranking - Equal to Each Financial Advisor
Source: Refinitiv

	# issues	\$ in millions
PFM	73	6,252
Raymond James	1	3,500
Kaufman Hall & Associates Inc	6	1,218
Hilltop Securities	13	926
Hamlin Capital Advisors	8	783
Ford & Associates	8	671
Dunlap & Associates	5	469
Public Resources Advisory Group	8	310
Wye River Group Incorporated	4	246
Building Hope Services LLC	6	245

The graphic below provides a representative listing of our current Florida clients (as of October 31, 2021), with utility clients highlighted in the red box. In addition, many of our local government clients operate utilities (water and sewer systems) as enterprise funds.

PFM's FLORIDA CLIENTS

<p>CITIES</p> <ul style="list-style-type: none"> Alachua • Belle Isle Boca Raton Boynton Beach • Clermont Cocoa Beach • Coral Gables Coral Springs • Daytona Beach DeBary • DeFuniak Springs Delray Beach • Doral Fort Lauderdale • Fort Meade Gainesville Green Cove Springs Groveland Hallandale Beach • Hialeah Jacksonville • Key West Lake Wales • Leesburg Margate • Madeira Beach Marco Island Melbourne • Miami • Miramar North Palm Beach • North Port Oldsmar • Orlando Ormond Beach • Palatka Palm Beach Palm Beach Gardens Panama City Beach Plantation • Pompano Beach Riviera Beach Satellite Beach • St. Augustine St. Petersburg • Sunrise Tallahassee • Temple Terrace Titusville • Vero Beach West Palm Beach Winter Haven • Winter Garden Winter Park • Winter Springs 	<p>COUNTIES</p> <ul style="list-style-type: none"> Alachua • Bay Brevard • Broward Clay • Collier • Flagler Highlands • Lake • Leon Marion • Martin • Miami-Dade Monroe • Orange Okeechobee Osceola • Palm Beach Pasco • Sarasota • Seminole Santa Rosa St. Johns • St. Lucie Volusia <p>SPECIAL DISTRICTS</p> <ul style="list-style-type: none"> Amelia National CDD Boggy Creek CDD Greenway Improvement District Lakewood Ranch Stewardship District Myrtle Creek Improvement District New Port Tampa Bay CDD North Sumter County Utility Dependent District Poitras East CDD Sumter Landing CDD Sunbridge Stewardship District The Villages CDD Tomoka CDD University Park Recreation District Village of Gulfstream Park CDD 	<p>SCHOOL DISTRICTS</p> <ul style="list-style-type: none"> Alachua • Broward Citrus • Columbia Duval • Flagler Hernando • Lake Manatee • Marion Martin • Miami-Dade Orange • Osceola Palm Beach Pasco • Polk • Putnam Sarasota • Seminole Volusia • Walton <p>STATE OF FLORIDA</p> <ul style="list-style-type: none"> Division of Bond Finance <p>UTILITIES</p> <ul style="list-style-type: none"> Clay County Utility Authority Gainesville Regional Utilities Jacksonville Electric Authority Orlando Utilities Commission Tampa Bay Water East Central Regional Wastewater Treatment Facilities Board South Seminole/North Orange County Wastewater Transmission Authority South Florida Water Management District <p>OTHER AUTHORITIES</p> <ul style="list-style-type: none"> Blueprint Intergovernmental Agency Florida Development Finance Corporation Sunshine State Governmental Financing Commission 	<p>TRANSPORTATION</p> <ul style="list-style-type: none"> Canaveral Port Authority Central Florida Expressway Authority Hillsborough County Aviation Authority Jacksonville Aviation Authority Jacksonville Seaport Authority Lee County Port Authority Melbourne Airport Authority Tampa Hillsborough Expressway Authority Tampa Port Authority <p>HEALTHCARE</p> <ul style="list-style-type: none"> Brooks Rehabilitation Jackson Health System LifeSouth Community Blood Centers North Broward Hospital District Orange County Health Facilities Authority Winter Park Health Foundation <p>HIGHER EDUCATION</p> <ul style="list-style-type: none"> Flagler College Florida Gulf Coast University New College Nova Southeastern University Stetson University St. Leo University University of North Florida University of South Florida University of West Florida
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Note: Client list is as of October 31, 2021 and is for informational purposes only. It does not represent an endorsement or testimonial by clients of PFM Financial Advisors LLC.



b. Indicate the Consultant firm’s background in providing the services as outlined in Exhibit A to governmental entities. Proposal should include detailed description of successful financing efforts with at least 5 governmental entities in Florida, of which three (3) shall be water or wastewater utilities, that have been completed in the last five (5) years. The description should indicate for each issuance the client, description of project, duration of project, contact person/phone number, Consultant’s key personnel on the project and the results/deliverable of the project. This statement of experience should also be supported by the references listed on the Reference Forms as required under item ten (10) below.

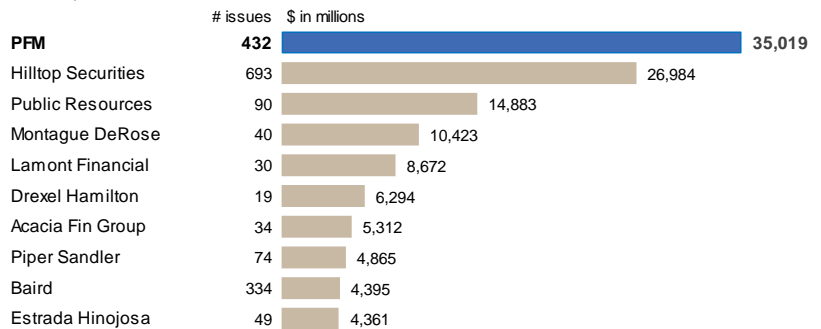
Water and Sewer Sector Experience

PFM is the nation’s leading financial advisor to water and sewer systems, with many PFM professionals having, at some point in their careers, worked in a meaningful capacity with several of the largest water and sewer issuers. As illustrated in the chart to the right, PFM has completed 432 water and sewer transactions with a total par amount exceeding \$35 billion during the last 5 years, consistently being ranked the top financial advisor in the sector. This level of transactional experience includes a diverse mix of both large and small issuer clients.

2016 - 2020 Full Year Water & Sewer Long Term Municipal New Issues

Municipal Financial Advisory Ranking - Full Credit to Each Financial Advisor

Source: Ipreo








As an organization with ongoing capital funding needs, we believe the Authority will benefit from PFM’s ability to determine the optimal mix of funding required for your projects. Communities across the country face ever-increasing pressure to meet new and existing environmental quality standards — including large federally mandated consent decrees, improve customer service, and become more efficient, all while maintaining competitive rates. We believe our experience and leadership provides us unique insight into this rapidly evolving sector.

In addition to the bond transactions, PFM has regularly assisted water and sewer clients with non-transactional services to assist with meeting the financial, managerial, and operational challenges they face. We routinely advise on strategic matters such as resource acquisitions, financial planning, affordability and rate analysis related to consent decree compliance, rate structures that allow for system growth without penalizing the existing customer base, financial reserve policies, and credit matters.

Provided below are five clients that will serve as references for PFM. Each of the local government clients operates a water and sewer enterprise fund. We included one out of state client (Charleston Water System) where Jay Glover serves as project manager to show our diversity of experience. It is important to note the length of time we have worked with many of these clients, in most cases being re-hired through multiple RFP cycles. We have included five references forms that include a description of successful financing efforts per the RFP, along with the other required forms. In Section 4 c. vi. we included two case studies that describe client relationships where we have provided services similar those required by this RFP. We encourage the Authority to reach out to any of our clients to gauge the level of services and commitment we offer. Our clients can provide a deeper testimony than can be provided through a written response to an RFP. We would appreciate the opportunity to earn your trust and the ability to use the Authority as a reference in the future.

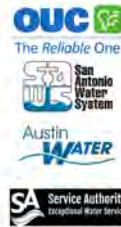


<p>Tampa Bay Water (FL) 2575 Enterprise Rd Clearwater, FL 33763-1102</p>  <p>Christina Sackett, Chief Financial Officer (727) 669-4840 CSackett@tampabaywater.org</p>	<p>Engagement Manager: Nicklas Rocca</p> <p>Services Provided: Financial Advisory, Long-Term Planning, Debt Structuring and Optimization, Credit Rating Management</p> <p>Dates of Service: 2009 to Present</p>
<p>City of St. Petersburg (FL) One Fourth Street N. 5th FL St. Petersburg, FL 33701</p>  <p>Anne Fritz, Finance Director (727) 892-5113 anne.fritz@stpete.org</p>	<p>Engagement Manager: Jay Glover</p> <p>Services Provided: Financial Advisory, Long-Term Planning, Debt Structuring and Optimization, Credit Rating Management</p> <p>Dates of Service: 2010 to Present</p>
<p>Orange County (FL) 201 South Rosalind Avenue Orlando, FL 32801</p>  <p>Stephanie Taub, Assistant Manager (407) 836-5915 stephanie.taub@ocfl.net</p>	<p>Engagement Manager: Jay Glover</p> <p>Services Provided: Financial Advisory, Long-Term Planning, Debt Structuring and Optimization, Credit Rating Management</p> <p>Dates of Service: 2010 to Present</p>
<p>City of Orlando (FL) 400 S. Orange Avenue, 4th Floor Orlando, FL 32801</p>  <p>Christopher McCullion, Chief Financial Officer (407) 246-4274 Christopher.McCullion@orlando.gov</p>	<p>Engagement Manager: Nicklas Rocca</p> <p>Services Provided: Financial Advisory, Long-Term Planning, Debt Structuring and Optimization, Specialized Pricing Models, Credit Rating Management</p> <p>Dates of Service: 2011 to Present</p>
<p>Charleston Water System (SC) 103 Saint Philip Street Charleston, SC 29403</p>  <p>Wesley Ropp, Chief Financial Officer (843) 727-6973 roppjw@charlestoncpw.com</p>	<p>Engagement Manager: Jay Glover</p> <p>Services Provided: Financial Advisory, Long-Term Planning, Debt Structuring and Optimization, Credit Rating Management</p> <p>Dates of Service: 2015 to Present</p>

PFM also serves as financial advisor to many of the nation's largest, highly rated utilities which will give us national perspective on the issues facing the Authority.



DC Water & Sewer Authority
Fairfax County Water Authority
Hampton Roads Sanitation District
Alexandria Renew Enterprises



Orlando Utilities Commission
San Antonio Water System
Austin Water
Prince William County Service Authority



c. Description of the capabilities, experience and expertise of the firm as a whole in the following aspects of financial management:

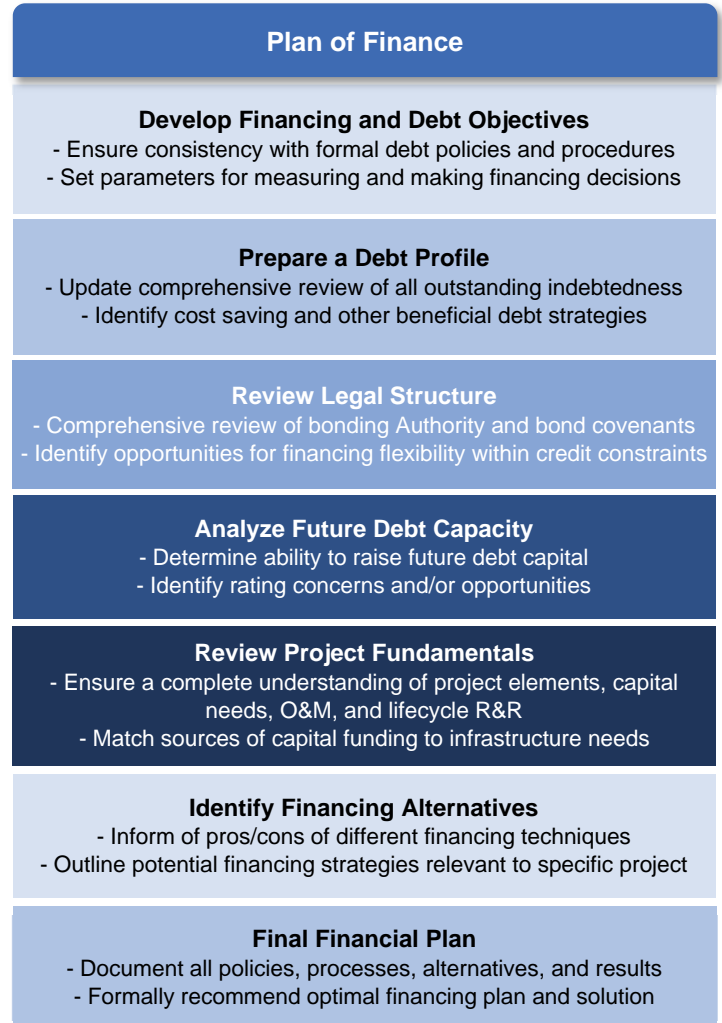
i. Development of long-term strategic financial planning;

Plan of Finance Development

The development of the most cost-effective financing plan available is a key strength of ours. Throughout the course of the financing process, PFM's financial advisory team will compile a set of the Authority's unique attributes that we believe will prove valuable in our negotiation with other market players for the best-available terms for the Authority.

In the graphic to the right we have provided a general outline that shows our approach to developing financial plans. This approach will build on our success in developing strategic financial plans for issuers across the nation. We expect that major topics that will need to be analyzed for any major project financial plan include:

- Credit rating outlook and strategies
- Non-traditional financing approaches such as bank debt, Federal and State loan programs (WIFIA/SRF)
- Debt profile including re-structuring/refunding opportunities for existing debt
- Detailed capital project and cash flow modeling, which should incorporate capital costs, projected available revenues and sources, estimated operations and maintenance costs and the timing of potential debt issuance



Transaction Management Process

As we work with the Authority's team to develop a plan of finance and then move forward with a financing strategy, there are several key elements that should be considered. Of significant importance is the time that goes into the preparation of documents to meet the needs of both policy and credit structure. Upon completion of the documents for a public offering, Authority staff and PFM's team will work together to confirm the initial ratings package is complete and provides sufficient detail regarding the credit strength, project significance, and management strengths to garner the highest possible credit rating that is warranted. A similar approach exists for bank loans, but the credit process is specific to each potential bank. As the plan of finance is refined, we will begin to lead the financing team through the transaction management process outlined below.



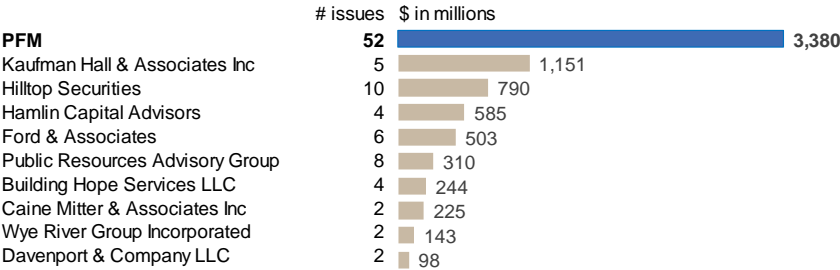
Transaction Management	
Action	Objectives
1. Develop and Monitor Schedule	<ul style="list-style-type: none"> Serve as a plan for timely completion of financing.
2. Analyze Debt Structure Alternatives	<ul style="list-style-type: none"> Design a debt structure that maximizes market interest and future financing flexibility while consistent with debt policy.
3. Review Existing Debt Structure	<ul style="list-style-type: none"> Identify strengths/weaknesses so future debt issues can be structured to maximize ability to finance future capital needs.
4. Recommend Negotiated or Competitive Sale	<ul style="list-style-type: none"> Tailor debt issue to the most efficient way to market debt and maximize investor interest/minimize interest cost.
5. Assist Issuer with Selection of Working Group Members	<ul style="list-style-type: none"> Select team that can most effectively bring the issue to market.
6. Develop Terms of Financing	<ul style="list-style-type: none"> Ensure credit quality and present terms are attractive to investors in order to create broad-based interest in the debt. Maximize future flexibility.
7. Review Financing Documents	<ul style="list-style-type: none"> Monitor that all contractual and business terms are reviewed from the issuer's perspective.
8. Develop Marketing Plan	<ul style="list-style-type: none"> Coordinate institutional investor "road show" and/or enhanced bond-issue advertising. Assist issuer seeking to maximize underwriter and investor interest in securities.
9. Develop Rating Presentation	<ul style="list-style-type: none"> Obtain highest-possible credit rating available for debt issue. Formulate and implement long-term credit rating strategy.
10. Assist with Sale of Bonds and Evaluate Transaction	<ul style="list-style-type: none"> Assist in obtaining lowest interest rate for given market. Provide written documentation of acceptability of bond sale. Complete pricing analysis.
11. Assist with Bond Closing	<ul style="list-style-type: none"> Assure complete compliance with all market and regulatory requirements.

ii. Issuance of tax-exempt debt (bonds and notes);

PFM has extensive experience with the issuance of tax-exempt bonds, notes and other financing structures. As shown in the graphic to the right, in 2020 PFM advised on more Tax-Exempt long-term new issuances in Florida than the other top 9 Financial Advisors combined (Source: Refinitiv, formerly Thomson Reuters).

2020 Full Year Florida Tax-Exempt Long Term Municipal New Issues

Municipal Financial Advisory Ranking - Equal to Each Financial Advisor
Source: Refinitiv





iii. Provision of other financial planning and general financial advisory services, including client education;

At PFM, innovation and analytic excellence does not only occur in the context of debt transactions, but is the core of how we approach the financial advisory business. While some financial advisors advise only on bond and note transactions, we provide a more holistic approach to each relationship. We know the Authority is concerned not only with debt transactions, but also with how the budget is holding up, whether the capital program is progressing as planned, improving investment returns, as well as a myriad of other details. As such PFM has been at the forefront of creating tools and integrating new business practices to assist our clients, one of which are described below.

Synario – Agile Modeling Intelligence

PFM has years of experience providing financial modeling solutions to our public sector clients in the form of multi-year financial planning. Our experience with both sides of the balance sheet, as well as our engagement with capital improvement planning and understanding how our clients operate has allowed to us to continue to refine our platform, culminating in the creation of the financial forecasting software “Synario.”



Synario is an agile financial modeling platform, offering transformative intelligence that helps visionary finance professionals achieve new levels of clarity, credibility, and consensus. Synario provides the ability to not only manipulate data to understand and project historical trends, but more importantly allow users to conduct forward-looking analysis to identify and plan for opportunities and risks. Synario connects to a municipality’s key drivers to provide a prospective view of its financial future. With Synario, finance departments can transform their financial analysis from inefficient and error-prone legacy technologies, including spreadsheets, to flexible financial modeling that can easily configure new scenarios, allowing users to instantly visualize outcomes to institutional challenges and opportunities, ultimately helping shape the direction of your institution.

Client Education/Training

We believe that the most successful clients and the most effective governmental administrators are those that understand how we operate and know how to use PFM to add value to their operation. In this regard, PFM offers a free, intensive week-long training course for our clients at our state-of-the-art training center in Philadelphia at least once a year and in a satellite location that rotates around the country (or virtually during the current pandemic). During this week, finance directors, treasurers, and other senior staff from our clients around the nation spend a full eight hours a day learning the intricacies of bond math, the pricing of bonds, investment techniques, interest rate swaps and arbitrage regulations. These seminars give clients the opportunity to fulfill their required CPE credits while staying abreast of the ever-evolving investment markets. These options are available and would be free to Authority staff.

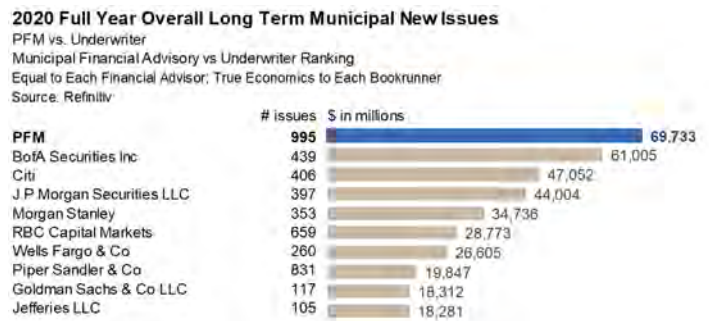


iv. Describe the firm’s knowledge, experience and resources in tracking and monitoring the tax-exempt and taxable bond markets;

Assisting with bond pricing is one of the most critical roles of a financial advisor. Recognizing this significance, PFM has led the evolution of pricing techniques for decades, resulting in savings to our clients of hundreds of millions of dollars. Additionally, we have developed concepts that are now industry standards, including par calls, short calls, option analysis, minimizing discounts and premiums, and designation rules. PFM’s clients also receive the benefit of our Pricing Group being involved on all financings.

PFM’s Pricing Group

One of PFM’s greatest strengths is our in-house Pricing Group: a dedicated group of advisory professionals whose job is to follow primary and secondary municipal market activity and to interact with the underwriters’ desks on behalf of our issuing clients. PFM was an industry leader in creating this specialized group within an independent advisor structure. Many of our competitors do not offer or have access to this extremely valuable resource. The sole responsibility of our Pricing Group is to provide our clients with the analytics, market knowledge, and insight to obtain the best available interest cost for their transactions.



When pricing bonds, PFM offers the Authority a unique blend of Wall Street knowledge, technical resources, and an independent, local fiduciary perspective. As indicated in the chart above, PFM is the most active financial advisor in the country and is a more frequent market participant than even the largest investment banking firms.

We are in the market, on behalf of our clients, an average of 3 times a day and this constant presence gives us significant advantage over other firms when it comes to bond pricing. Our size and market presence give PFM the knowledge of a major investment bank with the independence of a financial advisor.

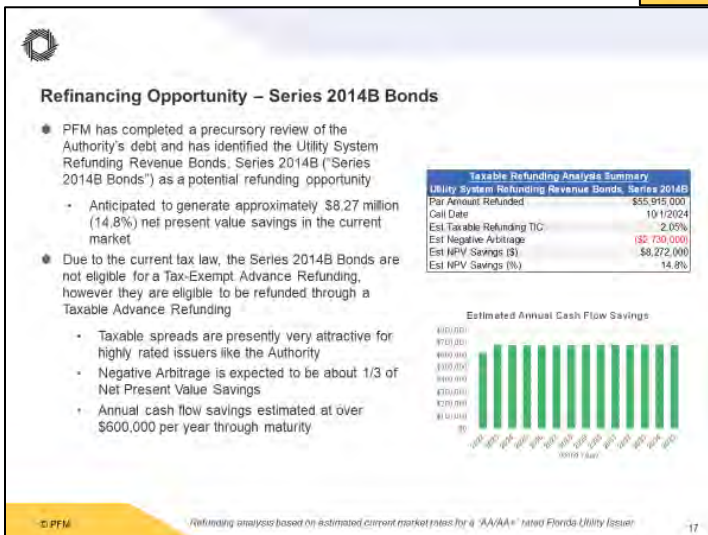
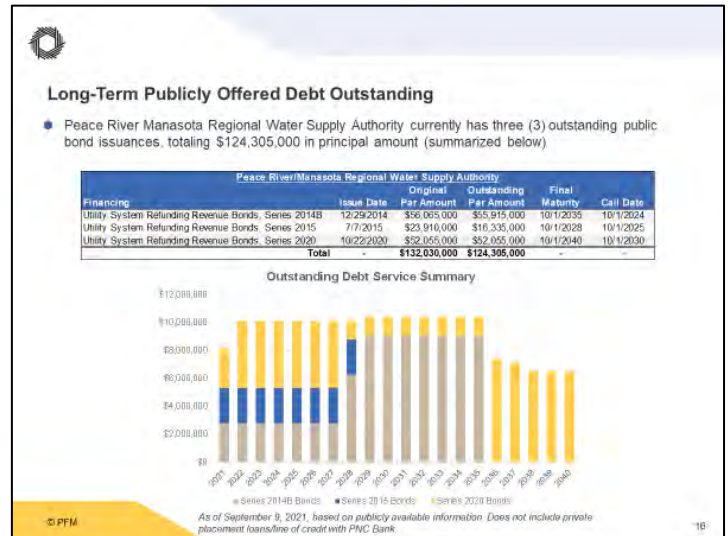
Our dedicated team of pricing professionals provides clients throughout the country with centralized access to market information and trends, including coupon structures, call option valuation, and spread relationships — this helps ensure that our clients receive the best possible pricing for their bonds given current market conditions.

Furthermore, the Pricing Group’s constant presence in the municipal bond pricing process helps foster professional peer-to-peer relationships with underwriting desks, as well as a better understanding of the internal workings of the underwriting process at the underwriters. PFM couples this market knowledge with our own proprietary analytical pricing tools to develop our own pricing targets, independent of and before the presentation of the underwriting team’s consensus scale.



Peace River's Outstanding Debt Overview

In September 2021 PFM provided a Market Update and Debt Overview presentation to the Authority. In the presentation we highlighted the Authority's outstanding publicly offered debt issuances as summarized to the right. The Authority has significant capital needs over the next 5-years (and further), it will be important to strategically plan the structure of the future debt in order to maintain strong ratings (Aa3/AA/AA).



While we understand that the Authority is not looking to refund the outstanding Series 2014B Bonds at this time, we also provided an update as to the refunding potential in the current market. Our preliminary analysis assumed a Taxable Advance Refunding for the Series 2014B Bonds, however there are other strategies (forward refunding, cash optimization, synthetic advance refunding) that we could discuss with the Authority if/when the time comes. If the Authority has determined it is optimal to wait until the current call window, PFM will continue to provide updates as market conditions change.

v. Explain the process for ensuring that the Authority receives the best price for any bonds and refunding, including how you evaluate the success of any pricing; and,

Along with the expertise of our Pricing Group, as detailed in our response to the previous question, the Orlando office also keeps a comprehensive list of all transactions that we have assisted with in Florida, including both public offerings and private placements. The information in the list allows us to keep track of where current rates are at in Florida and ensure a fair pricing for upcoming comparable transactions.

Post-Sale Analysis: Evaluating the Execution of a Pricing

We have developed a secondary trade model, which assesses post-issuance pricing performance. Furthermore, the volume of secondary trades leading up to a primary sale provides an indication of current market liquidity and/or institutional selling pressure for a particular credit, which can assist in determining market access and prudent new issue size. The trade data, particularly within 30 days of issuance, can be used to assess pricing performance and market sentiment. Secondary trades at levels significantly below



initial pricing can be an indicator that pricing execution could have been more cost effective. We use this data, in addition to primary market data for similar credits, to assess an Issuer's fixed rate debt pricing performance in order to enhance and refine strategies for pricing future issuances.

Post-Issuance Reporting

After each transaction, PFM customarily prepares a financial advisory report, providing clients with a summary of the transaction including the financial alternatives considered, the financial impact of the transaction, and a comparison to similar deals that priced within the same timeframe.

Part of this post-sale report includes detailed information regarding the pricing performance of the bond sale. This analysis includes a review of the client's prior transactions, comparable transactions in the market, and a summary of the pricing in comparison to our pricing model. PFM will compile this information for the Authority as part of the Financial Advisor's Report and will also identify the on-going administrative requirements over the life of the transaction.

vi. Describe a specific past example of significant financial project or plan of finance designed by your firm as Financial Advisor for a governmental agency. Provide the planning process, revenue projection process, debt or finance plan, approval process, and the resulted outcomes in relation to the expected planning

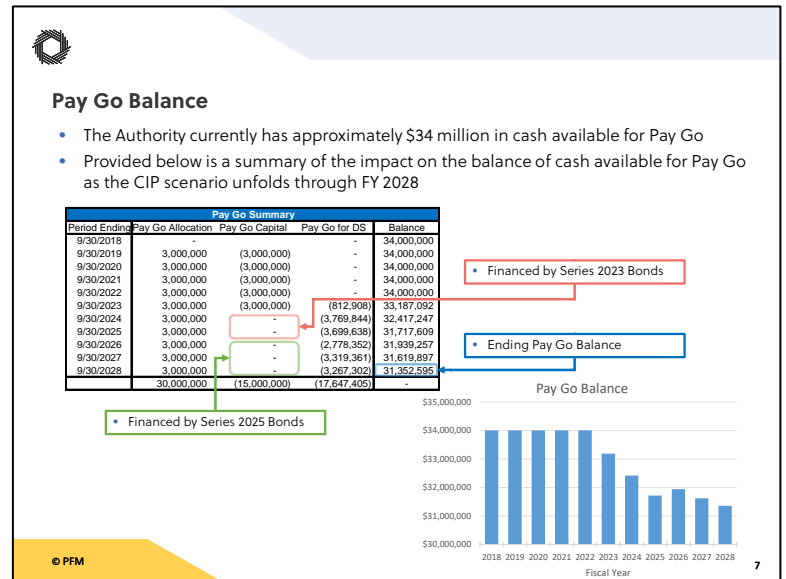
Tampa Bay Water

Tampa Bay Water (TBW or the Authority) was created in 1998 to serve as the exclusive wholesale provider for the Tampa Bay area, supplying water to over 2.5 million people. The two-year process to create the Authority resulted in a change of the name, structure and operations of the West Coast Regional Water Supply Authority. The creation of TBW ended the west coast regions "water wars", bringing together the six resident member governments located in Hillsborough, Pinellas and Pasco counties. PFM was hired as the Authority's financial advisor in the fall of 2009 and since then we have assisted with a wide range of financings and long term financial planning. Over the last 12-years we have advised on 11 issuances ranging from new money projects to refundings, totaling over \$1.1 billion in principal amount.

In addition to the typical bond financing deal flow, PFM has also advised the Authority on various non-financing related projects. PFM was requested to serve as a key resource to the Authority as they worked through discussions with its member governments related to creating an alternative supply of water. As this modification had the potential to alter the resilient structure of TBW, PFM assisted with the review of various new water supply options proposed by its members and the potential financial impacts. Our consultants were integral in providing an educated opinion to the Authority on the potential credit rating impact of introducing new water supplies.



TBW differs from many other water utilities as they have focused on building and creating a new, integrated water supply and distribution system. Of utmost importance to the Authority as they fund these new money projects is keeping a close eye on the outstanding debt profile; a main component of the rates charged to customers. PFM has assisted TBW in reviewing their Capital Improvement Plan and developing innovative financing structure options that would utilize a mixture of the Authority's Pay-Go proceeds, Bond Anticipation Notes, and future bond issuances. This strategy minimizes the impact on the Authority's aggregate debt service schedule and ensure future rate increases are kept to a minimum.



In 2020 PFM identified three series of outstanding bonds that were strong candidates for refunding savings. We reached out and worked with the Authority's senior Underwriting Team to evaluate multiple financing options. At the end of the process the Authority entered into a unique Forward Bank Loan financing consisting of three Tranches. This structure was able to lock-in significant net present value savings (\$22 million, or 17.2% of the refunded bonds) and would permit the refunding of the prior bonds to be considered a "current refunding", allowing the refunding loan to be issued on a tax-exempt basis.

Hampton Roads Sanitation District, Virginia

PFM has served as the financial advisor to Hampton Roads Sanitation District ("HRSD") since 2008, assisting with a wide range of projects including plan of finance analysis, comprehensive financial policy development, detailed credit assessments, rating agency outreach strategies, significant revisions to existing legal covenants, implementation of an interim financing tool, development of a multi-year financial management and planning model, an investor outreach program, and the issuance in 11 bond sales totaling \$1.3 billion.

WIFIA Loan Agreement. PFM advised HRSD on the evaluation and execution of the first WIFIA loan in Virginia and the largest WIFIA loan agreement to date. On September 28, 2020, HRSD closed a \$1.05 billion Master Loan Agreement with WIFIA. Proceeds of the loan will be used to fund approximately 49% of HRSD's Sustainable Water Initiative for Tomorrow ("SWIFT") program, which is the first major water reuse initiative on the East Coast. The SWIFT program is comprised of 40+ capital projects, including the construction of advance treatment facilities at five major wastewater treatment plants. The remaining 51% of the SWIFT program is planned to be financed through a combination of Virginia's CWRLF loans and pay-as-you-go financing. Simultaneously with closing the Master Loan Agreement, HRSD closed on the first loan under the master, totaling \$225 million. Approximately one year later, PFM also assisted in closing in the second loan under the master. To date, HRSD has locked in \$550 million of loans under the master with a weighted average interest rate of 1.78%. In order to reduce interest costs, preserve the ability to refinance the loan, and reduce the administrative burden associated with each draw under the WIFIA program, we are assisting HRSD in the use of a separate interim financing vehicle (currently a revolving line of credit) during



project construction. PFM helped HRSD structure the overall plan of finance for the SWIFT program, structure the WIFIA and loan, negotiate loan terms with the WIFIA team, and secure ratings on the WIFIA loan.

Strategic Financial Planning and Credit Rating Management. In late 2015, PFM identified some key financial metrics in which HRSD fell short of their peers. Using the financial model built by PFM, HRSD staff and the Commission rebuilt their financial plan to achieve stronger results, over time. As part of this, we assisted HRSD in developing a higher debt service coverage target and codifying it within their adopted Financial Policy. Since that time, HRSD has continued to execute on that strategy and received three rating agency upgrades within two years. Total debt service coverage steadily increased from 1.45x in FY2015 to 2.81x in FY2020.

Financial Modeling. In 2014, PFM implemented a highly customized multi-year financial management and planning model, which allows HRSD to proactively make informed decisions concerning operating and maintenance expense budgeting, capital program funding and execution, debt management and rate planning. On an on-going basis, HRSD uses this tool to consider ways to efficiently balance its cost of service against its affordability to its users. Since implementing the model, the rating agencies have cited HRSD's long-term financial planning and long-term capital planning as significant credit strengths. Currently, PFM is updating the financial planning model to adjust to changes in HRSD's business drivers and impacts on its financial planning approach.

d. Disclose the firm's affiliation or relationship with any broker dealer.

PFM Financial Advisors LLC is an independent financial services firm not engaged in the trading or underwriting of municipal bonds. PFM Financial Advisors LLC does not have selling group, syndicate, brokerage or other business arrangements with other financial institutions/broker dealer that may be underwriters of the issuer's debt or that of any other government issuer.

e. Disclose any finder's fees, fee splitting payments to consultants or other contractual arrangements of the firm that could present a real or perceived conflict of interest.

PFM does not have any such arrangements in place related to our proposed engagement with the Authority.

f. Describe the firm's access to sources of current market information to assist in the pricing of negotiated sales and information to assist in the planning and execution of competitive sales.

As discussed in section 4. c. iv., PFM possess an in-house pricing group that assist with negotiated and competitive sales and thus has extensive expertise and experience regarding both types of bond sales. Depending on our clients' needs and situations, we have experience with all roles in the negotiated sale financing process and our recommendation regarding the method of sale is derived after considering all the relevant factors. We are highly experienced in both modes. Refinitiv reported competitive and negotiated bond transactions for PFM's financial advisory business in 2020 as follows:

	# of Transactions	Par Amount (\$ millions)
Competitive	379	\$12,492
Negotiated	616	\$57,241



The factors supporting one sales methodology versus another are as follows:

- **Issuer Attributes** – Type of Credit / Frequency of Issuer / Market Awareness
- **Credit Quality** – Underlying Credit Rating / Security Structure / Pledged Revenues
- **Market Conditions** – Market Volatility / Investor Demand / Fund Liquidity Levels / Sale Calendar
- **Debt Structure** – Tax Status / Debt Instruments
- **Marketing** – Underwriter Selection / Investor Distribution / Pre-Marketing Ability / Timing Flexibility

Our role in both a negotiated and competitive sale has many similarities. Our job is simply to get the best results available – this includes structuring, marketing, and pricing of a transaction. Regardless of the choice of a negotiated or competitive sale, we run the numbers and prepare the sensitivity analyses necessary so that our client has an independent evaluation of the pricing.

For a competitive sale, we work to premarket the transaction and coordinate the credit review process with the various desks, so the maximum number of bids is received. We will work closely with Bond Counsel to prepare Notice of Sale (NOS) and other requirements. On the day of the sale, we take care of verifying the bids using a proprietary model developed by our dedicated Quantitative Strategies Group (“QSG”) to confirm the award is being made to the most aggressive bids per the rules set forth in the Notice of Sale. Once we summarize the bid results and resize accordingly, we will facilitate all steps needed to proceed with a smooth closing.

On a negotiated sale, we will act as the liaison between the underwriting syndicate and the Authority. We support the marketing efforts of the senior manager and set pricing and interest-rate expectations early in the process. In the following section, we elaborate on our approach with negotiated bond pricings.

g. Provide a list of all clients gained and lost over the last 12 months. For clients lost, please provide the reason(s) for the client departure.

PFM maintains a nationwide financial advisory practice servicing hundreds of different clients at any one time. Our client base has increased regularly over the years, as a result, we believe, of client satisfaction. All of PFM’s client service contracts are terminable in the discretion of the client on short notice. PFM does not maintain records that are indexed to identify why a client engagement has become inactive. However, we are not aware of any clients in Florida that PFM has lost over the last 12 months and, in contrary, PFM has added a number of clients, as shown in the table above. In fact, Seminole County had been a long-time Hilltop client that PFM just recently won via an RFP process earlier this year.

PFM FA Client (Orlando, FL Office)	Date of Hire
Seminole County, FL	September 1, 2021
City of Vero Beach, FL	May 4, 2021
City of St. Pete Beach, FL	April 20, 2021
City of DeFuniak Springs, FL	March 22, 2021
Putnam County School District, FL	February 26, 2021
Okeechobee County, FL	February 11, 2021
City of High Springs, FL	February 11, 2021

h. Describe and provide information on unique or innovative financial advisory techniques, programs, or concepts the firm has utilized for financial advisory clients in Florida and how these techniques may be applied to the Authority.

During the past decade or so, most local government financings were traditional fixed-rate, level debt service financings issued as public offerings. In recent years, financing options available to issuers have diversified significantly. PFM has been at the forefront of these changes, but always views new options with an extra



level of scrutiny to make sure clients understand their advantages and disadvantages. Below are a few examples that have been implemented within Florida.

- **Lines of Credit:** PFM has worked with many issuers to utilize lines of credit from commercial banks to fund interim capital needs, including debris clean up following the recent hurricanes. This allows the issuer to draw down funds as needed and only pay interest on funds that have been drawn. The spending timeframe of bond proceeds for large capital projects can be very uncertain. This short-term, interim financing approach allows the issuer to better match the borrowing of funds with spend down of proceeds. At the same time, the issuer is not paying unnecessary interest expense. This can be combined with a traditional long-term financing to take out the facility once the project is completed. This minimizes negative arbitrage associated with investing unspent bonds proceeds while investment rates are near zero. PFM worked to put in place emergency lines of credit with several clients, to allow them to fund hurricane recovery efforts in advance of anticipated FEMA reimbursements.
- **SRF Programs:** PFM is a national leader in the development of state level SRF programs and has extensive experience assisting Florida issuers with accessing the SRF program as part of the capital stack to fund CIP projects. The SRF industry is continually challenged by a volatile appropriation of federal capital outlays and state budget tightening. Meanwhile, localities are faced with their own budget constraints, increased environmental scrutiny and regulations that continue to spark demand for low-cost infrastructure financing. We assist clients as they face challenges invoked by such pressures by creating and redesigning programs seeking to maximize program capacity while providing program borrowers access to the highest rated credit in the capital markets.

In Florida, we have advised dozens of clients that utilize SRF program as part of their financing strategy. While this program can provide heavily subsidized interest rates (as low as 0% in some cases), borrowers must understand all the initial and ongoing requirements that come with an SRF loan. These include limited structuring flexibility (20 year level debt service), secondary security from the general fund in the form of a covenant to budget and appropriate non-ad valorem revenues, FDEP consent rights on future senior lien debt, as well as Davis Bacon and American Iron and Steel requirements that could impact the overall cost of the project. Often, the lower interest rate is worth the additional regulatory requirements, but PFM makes sure borrowers have a clear understanding of all the factors related to borrowing through the SRF program before entering into a loan agreement.

- **WIFIA Expertise:** PFM is one of the top ranked advisors for clients using the Water Infrastructure Finance and Innovation Act ("WIFIA") program, which provides long-term, federally subsidized loans for water, wastewater and certain stormwater projects. WIFIA can be used to fund up to 49% of eligible project costs at an interest rate equivalent to U.S. Treasury rates. Unlike the SRF program, WIFIA allows greater structuring flexibility, including longer amortization periods and wrapping of debt service. As such, we have worked with multiple issuers that have used the WIFIA program in conjunction with state SRF funding to fund 100% of project costs at very favorable interest rates.

Most recently we advised Sarasota County on the issuance of \$105 million WIFIA loan to fund a portion of the cost of the Bee Ridge Water Reclamation Facility Expansion & Advanced Wastewater Treatment Facility that will close in December with an expected interest rate of 2.00%. We worked with County staff and consultants through every aspect of the WIFIA loan process, including exploring plans of finance, developing long-term credit models, submitting a LOI, preparing an oral presentation, submitting a formal WIFIA application, developing credit-rating assessment strategies and negotiating



loan terms. We have successfully assisted clients in negotiating various provisions and contract requirements to allow for maximum flexibility and reduced costs and inefficiencies throughout the life of the loan. To assist our clients with these loan negotiations, PFM maintains an internal database of financial and legal terms associated with outstanding WIFIA loans, in addition to regular dialog and collaboration among colleagues. To further illustrate the type of detailed analysis PFM provides our clients, provided below are excerpts from a presentation on "Plan of Finance Considerations" that were prepared specific to the WIFIA process.

WIFIA Structural Options

- WIFIA offers flexibility in structuring drawdowns and repayment, provided there is sufficient justification for the structure

	Option A	Option B	Option C	Option D
Timing of Loan Drawdowns	Draw on the loan upon closing	Draw on the loan upon closing	Defer drawing on the loan for up to one year after substantial project completion	Defer drawing on the loan for up to one year after substantial project completion
Timing of Debt Service Payments	No Capitalized Interest: Begin paying debt service immediately	Capitalized Interest: Defer debt service payments for up to 5 years after substantial completion	No Capitalized Interest: Begin paying debt service after drawing upon the loan	Capitalized Interest: Defer debt service payments for up to 5 years after substantial completion

- Interest is capitalized based on drawn loan amounts, not the full loan authorization amount

A comparison of the different structuring options is outlined with the corresponding disbursement and repayment differences

Major Considerations

Consideration	Description
Federal project requirements	WIFIA financing subjects project to federal requirements, including Davis-Bacon, NEPA, and American Iron and Steel requirement
Lien priority	WIFIA credit assistance may be subordinate to the project's other debt obligations in the priority of its lien on the project's cash flow but in the event of bankruptcy, insolvency, or liquidation, the WIFIA credit instrument will have a parity lien with respect to the project's senior creditors
Continuing disclosure and monitoring	WIFIA program requires that borrowers submit quarterly financial condition reports, comply with site visits, provide material event notices, and regular legislative compliance certifications
Administrative burden	Substantial ongoing administrative burden related to ensuring that WIFIA funds are not spent on ineligible project costs
Additional debt	WIFIA may require consent rights for the issuance of additional indebtedness
Required prepayment	WIFIA may require borrowers to prepay WIFIA credit instruments on an accelerated basis with excess revenues, refinancing proceeds, or trapped cash flow

Major considerations are identified and described

i. Clearly identify any subcontractor that may be utilized in providing Financial Advisory services and how such subcontractor would participate. Authority reserves the right to approve or disapprove any subcontractor candidate in its best interest and require the Financial Advisor to replace subcontractor with one that meets Authority approval.

PFM will not be utilizing subcontractors for this engagement.



5. Key Personnel Experience and Ability (maximum of ten (10) pages):

a. Identify the specific key personnel to be assigned to the Authority and their accessibility and availability;

b. Designate the key personnel that will have the primary responsibility of managing the account;

One of the many unique aspects of PFM's financial advisory business is the deep bench of resources. Unlike many firms that only have 1 or 2 people dedicated to the Florida market, PFM's financial advisory business has sixteen (16) financial advisory professionals in Florida – the largest financial advisory team in the State by far. In addition to a deep bench of resources, the PFM team of senior professionals all have long tenures with the firm, having all worked at PFM for over 10 years, including an engagement manager (James "Jay" Glover) with over 20 years at PFM. We have demonstrated a track record of providing superior service in a timely manner for our clients, which is reflected in the fact that we have relationships with many clients stretching back decades and remain intact through multiple RFP processes. We continue to add staff so that we do not compromise the level of service provided. PFM creates customized project teams for each engagement. In doing so, we take into account a number of factors, including the types of financings completed by a client, complexity of expected assignments, and geographic considerations. For the Authority, we have assembled a team based out of our Orlando office that will work to meet the Authority's unique need for: (i) multi-faceted strategic advice rendered with strict independence; (ii) extensive knowledge of the Authority's outstanding debt and future needs; (iii) broad experience processing financings; and (iv) sophisticated analytical and financial modeling support. The team outlined below has demonstrated the ability to work effectively on a wide range of assignments.

James "Jay" Glover, Managing Director in PFM's Orlando office, will serve as **Engagement Manager and Day-to-Day Contact** for this relationship. As the Engagement Manager, Jay will take the lead role in overseeing the delivery of the requested financial advisory services and be responsible for review of all work products completed by PFM. He specializes in Florida municipal finance for counties, cities, school districts, and a variety of authorities. Jay has assumed an active role in providing project management services to clients throughout the southeast. Over the last 21 years, Jay has been one of the most active financial advisors in the southeast in terms of both total par amount and number of transactions completed. He has taken an active role in working with clients on new money issuances, refundings, pooled financings, conduit borrowings, derivative products analyses, state/federal financing programs and innovative financing solutions. Jay is a Registered Municipal Advisor Representative (Series 50).

Nicklas Rocca, Senior Managing Consultant in PFM's Orlando office, will serve as **Project Manager**. He will provide senior project support and transaction management for this engagement. Mr. Rocca has provided transaction management services and technical support for a variety of our Florida clients over the last 13 years. Nick is a Registered Municipal Advisor Representative (Series 50).

Aurora Pavlish-Carpenter, Analyst in the Orlando office will provide **Analytical and Technical Support** for the engagement. Aurora is a Registered Municipal Advisor Representatives (Series 50).



Team Availability

While PFM serves more clients than any of our competitors in Florida, due to our staffing levels the core team assigned to the Authority has the availability to complete the projected workload. One of PFM's main goals with any financing is to minimize the amount of time required by Authority staff, as we know there are many competing interests for your time. PFM has built our reputation on providing superior service for our clients and making their involvement in the day-to-day financing process as streamlined as possible. We start each project by staffing the engagement with an experienced team that serves as the "quarterback" of the financing team. By coordinating the entire transaction management process, PFM minimizes the amount of staff time required to implement a financing — which provides finance staff more time to focus on other responsibilities such as budget and audit preparation. This is of vital importance given staff cutbacks that were required during the economic downturn, resulting in more work and less time to complete it. PFM's approach has resulted in the firm continuing to add new clients while maintaining existing clients.



c. Provide a resume for each key personnel to be assigned to the Authority that includes the following:
 i. Name, title, years of experience, office location and area of specialty; ii. Describe relevant qualifications and experience, including licenses, accreditations and professional memberships; and
 iii. Indicate the role each key personnel will play in the development of requested work products.

James “Jay” Glover, Managing Director

Jay Glover is a Managing Director in PFM's Orlando, Florida office. Jay has assumed an active role in providing project management services to clients throughout the Southeast. Over the last 21 years, Jay has been one of the most active financial advisors in the southeast in terms of both total par amount and number of transactions completed. He has taken an active role in working with clients on new money issuances, refundings, pooled financings, conduit borrowings, derivative products analyses, and innovative financing solutions.

The clients that Jay serves are located primarily in Florida and include cities, counties, school districts, and a variety of authorities. His project finance experience includes water and sewer, economic development, transportation, sports venues, education, public power, solid waste, pension bonds and special assessment programs. Local governments for which Jay currently serves as project manager are the Counties of Brevard, Volusia, Lake, Sarasota, Orange, Marion, Flagler, St. Johns, and St. Lucie; the cities of Marco Island, Melbourne, Titusville, Cocoa Beach, St. Petersburg, Gainesville, Boca Raton, Boynton Beach, Ormond Beach, Delray Beach, Coral Gables, Winter Garden and Winter Park; the School Districts of Volusia County, Sarasota County, and Seminole County; and the Sunshine State Governmental Financing Commission.¹

Mr. Glover has expertise in conducting competitive bond sales and negotiating pricings for both tax-exempt and taxable new money and refunding bond issues. Since joining PFM in 2000, Mr. Glover has served as project manager on over 500 transactions with a total par amount of over \$15 billion.

Mr. Glover has worked with multiple utility systems to help them achieve AAA ratings including the Charleston Water System (SC), Orange County (FL) and the City of Boca Raton (FL). Each of these ratings have been maintained throughout the current COVID-19 pandemic.

Jay is an active sponsor and past speaker for the Florida Association of Counties, Florida School Finance Officers Association, Florida Government Finance Officers Association and other industry consortia. He is a registered Municipal Advisor Representative (Series 50).

Office Location

200 S. Orange Avenue
 Suite 760
 Orlando, FL 32801

Contact Information

gloverj@pfm.com
 407.406.5760 (office)
 407.414.0625 (cell)

Education

Master of Business Administration
 University of South Carolina

Bachelor of Science in Business
 Administration
 College of Charleston

Professional Designations or Licenses

Municipal Advisor Representative
 (Series 50)

Years with PFM

21 Years

Years of Experience

21 Years

¹ Client list as of October 31, 2021 is for informational purposes only and does not represent an endorsement or testimonial by clients of PFM's financial advisory services.



Nicklas Rocca, Senior Managing Consultant

Nicklas Rocca, joined the Orlando office in May 2008. Mr. Rocca provides primary analytical and project management support for clients mainly located throughout Florida. His daily responsibilities include structuring financings, pricing new money, refunding municipal bond issues, identifying and running analyses of refunding opportunities, and assessing debt structures for clients. Nicklas also creates and assists in the development of specialized quantitative models used to help clients with their unique financings. In his tenure at PFM, Mr. Rocca has been involved directly in more than 200 financings, totaling over \$7.3 billion in debt issuance for clients.

Mr. Rocca graduated from the University of Central Florida with a Bachelor of Science degree in Accounting. He is a registered Municipal Advisor Representative (Series 50).

Office Location

200 S. Orange Avenue
Suite 760
Orlando, FL 32801

Contact Information

roccan@pfm.com
407.406.5773 (office)
407.421.2577 (cell)

Education

Bachelor of Science in Accounting
University of Central Florida

Professional Designations or Licenses

Municipal Advisor Representative
(Series 50)

Years with PFM

13 Years

Years of Experience

13 Years



Aurora Pavlish-Carpenter, Analyst

Aurora Pavlish-Carpenter joined PFM in 2020, working in the Orlando office as a Financial Advisory Analyst. In this role, she performs quantitative and scenario analysis regarding the sizing, structuring, timing, and pricing of new money municipal issuances, as well as performing refunding analysis on outstanding debt issuances. She assists her team in the general government sector, preparing these analyses, as well as marketing and proposal reports, for current and potential clients.

Aurora graduated summa cum laude from the University of Central Florida with a Bachelor of Science in Finance, with a minor in International Business. She is a registered Municipal Advisor Representative (Series 50).

Office Location

200 S. Orange Avenue
Suite 760
Orlando, FL 32801

Contact Information

pavlish-carpentera@pfm.com
407.406.5769 (office)
407.676.9739 (cell)

Education

Bachelor of Science in Finance
Minor in International Business
University of Central Florida

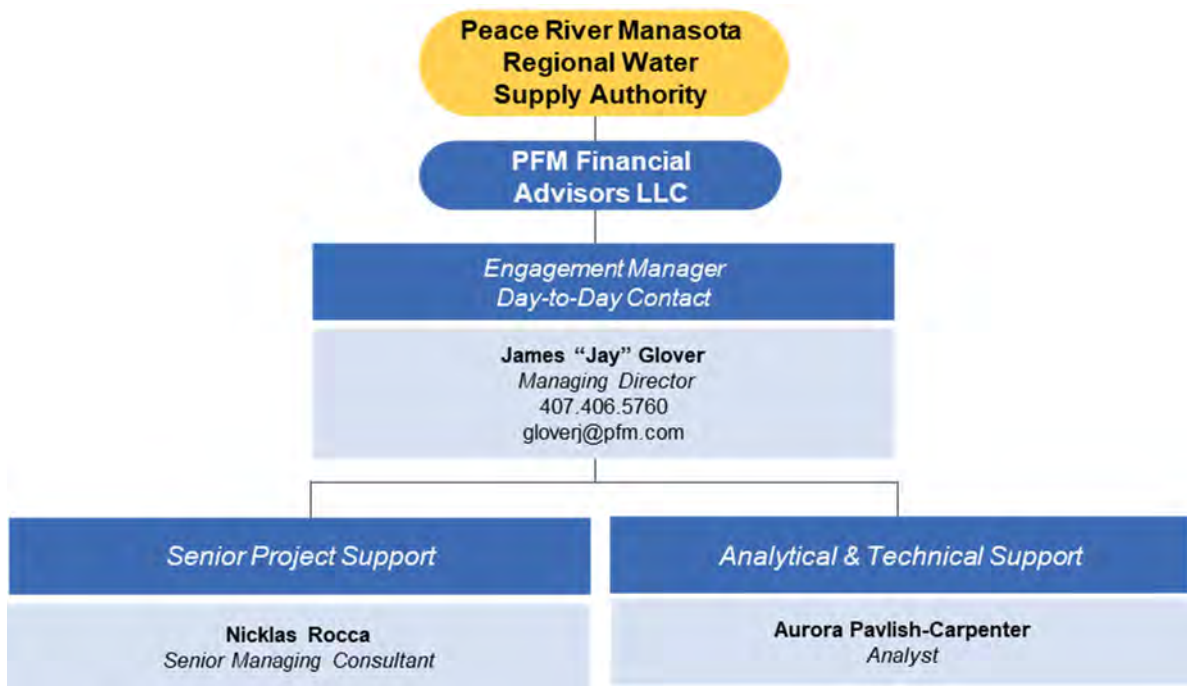
Professional Designations or Licenses

Municipal Advisor
Representative (Series 50)

Years with PFM

1 Year

d. Provide an organizational chart for the project team.





6. Disclosure of Litigation or Regulatory Action

Disclose the nature and magnitude of any litigation or regulatory action filed or settled against the Consultant in its role as financial advisor in the last three (3) years and the resolution thereof.

PFM Financial Advisors LLC is not presently involved in any litigation or regulatory actions filed or settled against PFM Financial Advisors LLC in its role as financial advisor in the last three years.

On May 21, 2018, Public Financial Management, Inc., an affiliate of PFM Financial Advisors LLC, was one of several defendants, including law firms, an investment bank, and an engineering consultant, named in a complaint related to advisory services provided more than 10 years ago on an incinerator project in Harrisburg, PA. Discovery has not yet begun; however, Public Financial Management, Inc. believes that the claims against it are both legally and factually without merit.

7. Disclosure of Clients

Disclosure of whether Consultant previously represented or currently represents Charlotte, DeSoto, Manatee or Sarasota Counties, and/or the City of North Port (“Customers”), in any capacity, and description of such representation, if applicable.

PFM Financial Advisors LLC currently serves as financial advisor to Sarasota County and the City of North Port. In both cases we provide traditional financial advisory services. We do not set policy as it relates to their utility systems and thus representing the Authority would present no conflict of interest. In fact, we have multiple examples in Florida where we serve as financial advisory to both the regional water provider and one of its customers. The best example is Tampa Bay Water and the City of St. Petersburg. Our job is to develop financing plans that result in the most cost-effective outcome, which is mutually beneficial to both parties.

8. Disclosure of Current Litigation

Disclosure of any current litigation the Consultant is a) a party to, or b) directly or indirectly involved (e.g., retained for testimony and expertise on behalf of any other entity; subpoenaed; etc.) that is against the Authority or any of the Customers, and a description of such litigation, if applicable

PFM Financial Advisors LLC is not presently involved in any litigation as a) a party to, or b) directly or indirectly involved (e.g., retained for testimony and expertise on behalf of any other entity; subpoenaed; etc.) that is against the Authority or any of the Customers.



9. Disclosure of bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding

Disclose if the Consultant is involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the Consultant under federal bankruptcy law or any state insolvency law

PFM Financial Advisors LLC is not involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, nor has a trustee or receiver been appointed over all or a substantial portion of the property of the PFM Financial Advisors LLC under federal bankruptcy law or any state insolvency law.

10. Required Forms

PFM's completed forms are immediately following this page.

- ✓ Project Manager and Project Team/Key Personnel Form;
- ✓ Signed Sworn Statement under Section 287.133(3)(a), Florida Statutes, on Public Entity Crimes; and
- ✓ Reference Forms (minimum of three (3) completed reference forms)
- ✓ E-Verify Affidavit and Required Evidence
- ✓ Exhibit B – Fee Schedule

PFM's Standard Contract Provisions

If PFM Financial Advisors LLC is awarded the engagement, we respectfully request the inclusion of certain provisions in the resulting contract that are regulatory requirements driven by our status as a municipal advisor registered with the Securities and Exchange Commission ("SEC") and with the Municipal Securities Rulemaking Board ("MSRB") (e.g., municipal advisor description; the scope of MA services, form and basis of compensation, termination or withdrawal of the client relationship, conflicts of interest disclosure, and our disclosure of any legal and disciplinary events).

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 James W. Glover, Managing Director
(Print individual's name and title)

for PFM Financial Advisors LLC
(Print name of entity submitting sworn statement)

whose business address is 200 South Orange Avenue, Suite 760, Orlando, FL 32801

and (if applicable) its Federal Employer Identification Number (FEIN) is 81-1642787
(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 with 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.
5. 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 let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in management of an entity.

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

X 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.

James W. Glover 11-18-21
(Signature) (Date)

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 18th day of November, 2021 by James W. Glover as Managing Director of PFM Financial Advisors LLC, a Limited Liability company organized under the laws of the State of Maryland, on behalf of the company, who is personally known to me or has produced _____ as identification.



Dorrena B. Davis
Notary Public
Name (Printed) _____

My commission expires _____

(Printed typed or stamped Commissioned name of Notary Public)

REFERENCES

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

Consultant Name: PFM Financial Advisors LLC

Reference Entity: Charleston Water System

Reference Contact Person: Wesley Ropp, Chief Financial Officer

Reference Address: 103 St. Philip Street, Charleston, SC 29403

Reference Email Address: roppjw@charlestoncpw.com

Reference Phone No.: (843) 727-6973

Project Name: Financial Advisory Services

Project Location: N/A

Consultant Project Manager: Jay Glover

Contract Amount: Fee vary based on size and # of transactions. Contract available upon request.

Date Project Commenced: 01/02/2015

Date of Final Completion: 01/01/2022 (PFM and CWS are operating under one year rolling agreement)

Description of Work Performed: PFM has served as the Financial Advisor to the Charleston Water System (CWS) since January 2015. CWS is responsible for providing water and wastewater services to the greater Charleston, SC area. Upon being engaged by CWS, it became clear that being rated AAA/Aaa/AAA by each of the rating agencies was a major priority. This was going to have to be accomplished while CWS was undertaking a large capital plan with significant borrowing needs. Immediately upon being hired we commenced work on a \$150,000,000 new money financing that included a detailed presentation to each of rating agencies on the current financial profile of CWS and their long term plan to accomplish this aggressive capital plan. At the conclusion of this process, S&P affirmed their AAA rating, Moody's upgraded their rating from Aa1 to AAA and Fitch affirmed their AA+ rating. Over the next 5 years, PFM worked with Fitch to continue to highlight the strong credit profile of CWS, which culminated in an upgrade to AAA in October of 2020. In all during our 7 year relationship with CWS, PFM has assisted with three (3) new money financings and six (6) refundings. At the outset of each new money financing, we work with CWS finance staff and the external rate consultant (Black & Veatch) to develop financing scenarios that will minimize impact on rate payers. Additionally, the refundings have saved CWS over \$37,000,000 of net present value debt service savings and eliminated all of their variable rate and swap exposure. We encourage you to reach out to Wesley Ropp to better understand the vital role PFM has played as part of CWS overall financing team.

REFERENCES

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

Consultant Name: PFM Financial Advisors LLC

Reference Entity: City of St. Petersburg

Reference Contact Person: Anne Fritz, Finance Director

Reference Address: One Fourth Street N. 5th FL, St. Petersburg, FL 33701

Reference Email Address: anne.fritz@stpete.org

Reference Phone No.: (727) 892-5113

Project Name: Financial Advisory Services

Project Location: N/A

Consultant Project Manager: Jay Glover

Contract Amount: Fee vary based on size and # of transactions. Contract available upon request.

Date Project Commenced: 03/16/2010

Date of Final Completion: 03/31/2022

Description of Work Performed: _____

PFM has served as the Financial Advisor to the City of St. Petersburg and its utility system since 2010. In 2015 and 2016, the City sustained heavy rainfall events that lead to unauthorized discharges into the Tampa Bay. As a result, the City entered into two consent orders with the Florida Department of Environmental Protection (FDEP) that were intended to improve the City's ability to handle wet weather events through mandatory construction of infrastructure improvements. Since the City knew it would take considerable time for staff and the Consulting Engineer to develop the comprehensive capital improvement plan (CIP) that would allow the City to meet the requirements of the consent orders, it was determined that the City would issue a 1-year Bond Anticipation Note (BAN) in order to provide funding for the most immediate needs, while the long term needs and funding sources were being developed. Upon completion of the fiscal years 2019-2023 CIP, a total of approximately \$500 million of water, sewer and stormwater needs were identified. These needs would be funded through a combination of long-term bonds, SRF loans, Penneys for Pinellas sales tax proceeds, connection fees, and utility system revenues (pay as you go). One of the biggest hurdles to being able to complete the CIP in a cost effective manner was to maintain the system's credit ratings at their current levels (Aa2 from Moody's and AA from Fitch) despite the significant amount of debt being added to the system. PFM worked with City staff to create a rating presentation that focused on the core strengths of the City and system including: healthy reserve and liquidity position, strong debt service coverage, City Council that is willing to continue to support rate increases to support increased capital needs and a large system that is located in a regional economic center. Following meeting with each rating agency, all ratings were affirmed with stable outlooks. In September of 2018, the City competitively bid its \$205 million Public Utility Refunding Revenue Bonds, Series 2018 to pay off the 1-year BAN and fund additional capital improvements identified in the CIP. In November of 2019, the City issued \$95,580,000 Public Utility Revenue and Refunding Bonds, Series 2019A&B to continue funding projects to meet the requirements of the consent decree and refunding outstanding debt. The final phase of the plan of finance was completed in June of 2021 when the City issued \$81,000,00 of bonds to complete the close out of the consent decree.

REFERENCES

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

Consultant Name: PFM Financial Advisors LLC

Reference Entity: Orange County, FL

Reference Contact Person: Stephanie Taub, Assistant Manager

Reference Address: 201 South Rosalind Avenue, Orlando, FL 32801

Reference Email Address: stephanie.taub@ocfl.net

Reference Phone No.: (407) 836-5915

Project Name: Financial Advisory Services

Project Location: N/A

Consultant Project Manager: Jay Glover

Contract Amount: Fee vary based on size and # of transactions. Contract available upon request.

Date Project Commenced: 10/01/2010

Date of Final Completion: 10/31/2023

Description of Work Performed: _____

PFM has served as the Financial Advisor to Orange County and its utility system since 2010. During this time, PFM assisted the County with defeasing all of its outstanding utility system debt in order to relieve the County of burdensome bond covenants. This gave the County the flexibility to craft a new modernized bond resolution before undertaking a 5 year capital improvement plan in 2016. The 1st issuance of bonds was completed in May of 2016 in the par amount of \$89,000,000. As part of this process, PFM assisted the County with a rating presentation that resulted in AAA ratings from S&P and Fitch. Due to financial performance that exceeded original projections, the County was able to defer the 2nd tranche of bonds until November of 2020 when the County issued \$185,000,000 to fund the remainder of its CIP. These bonds were issued with a 20 year term at an all in true interest cost of 2.03%. PFM works closely with the County and its utility staff to provide updates for its long term financial plan to ensure that rate adjustments are made to maintain debt service coverage and liquidity ratios that support the AAA rating.

REFERENCES

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

Consultant Name: PFM Financial Advisors LLC

Reference Entity: City of Orlando, FL

Reference Contact Person: Christopher McCullion, Chief Financial Officer

Reference Address: 400 S. Orange Avenue, 4th Floor, Orlando, FL 32801

Reference Email Address: christopher.mccullion@cityoforlando.net

Reference Phone No.: (407) 246-4274

Project Name: Financial Advisory Services

Project Location: N/A

Consultant Project Manager: Nicklas Rocca

Contract Amount: Fee vary based on size and # of transactions. Contract available upon request.

Date Project Commenced: 09/01/2011

Date of Final Completion: 03/31/2025

Description of Work Performed:

Description of Work Performed: PFM has served as the Financial Advisor to the City of Orlando since September 2011. We have assisted the City with publicly offered and bank loan financings secured by various sources including wastewater revenues, non-ad valorem revenues, tourist development tax, and sales tax. Since our engagement with the City in 2011, we have advised on 24 different financings totaling over \$1.0 billion in principal amount.

We are currently advising the City as they review different financing options for a large 5-year Wastewater Capital Improvement Plan and potential bond refunding. The City was initially interested in utilizing the WIFIA Loan program to finance a portion of their upcoming wastewater needs. The City reached out to PFM to provide an overview and analysis of the intricacies related to the WIFIA Loan process. PFM was able to deliver the City a detailed memorandum based on our prior experience helping multiple clients through the program. After reviewing our examination of the City's specific financing needs, the City decided they would be better off using a more traditional financing method. While the interest rate is very attractive on WIFIA Loans, it is important to take a comprehensive look at the program and compare it to other financing alternatives (especially for highly rated issuers).

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**THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR EMPLOYERS**

**ARTICLE I
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and the PFM Financial Advisors LLC (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

**ARTICLE II
RESPONSIBILITIES**

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

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4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
 5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.
 - a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.
 6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
 - a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
 - b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.
- Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.
7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
 8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
 - a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

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employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status

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(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon

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reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

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b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with

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Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and

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- b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify

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case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the

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employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:
 - a. Scanning and uploading the document, or
 - b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.
2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

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B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.
- E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to,

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Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

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Approved by:

Employer PFM Financial Advisors LLC	
Name (Please Type or Print) Michael Aileo	Title
Signature Electronically Signed	Date 09/01/2016
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 09/01/2016

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Information Required for the E-Verify Program**Information relating to your Company:**

Company Name	PFM Financial Advisors LLC
Company Facility Address	1735 Market St Philadelphia, PA 19067
Company Alternate Address	
County or Parish	PHILADELPHIA
Employer Identification Number	811642787
North American Industry Classification Systems Code	523
Parent Company	
Number of Employees	100 to 499
Number of Sites Verified for	33

Company ID Number: 1123830

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

PENNSYLVANIA	3 site(s)
ALABAMA	1 site(s)
ARIZONA	1 site(s)
CALIFORNIA	2 site(s)
COLORADO	1 site(s)
FLORIDA	3 site(s)
GEORGIA	1 site(s)
IOWA	1 site(s)
ILLINOIS	1 site(s)
LOUISIANA	1 site(s)
MASSACHUSETTS	1 site(s)
MICHIGAN	1 site(s)
MINNESOTA	1 site(s)
NEW JERSEY	1 site(s)
NORTH CAROLINA	1 site(s)
NEW YORK	1 site(s)
OHIO	3 site(s)
OREGON	1 site(s)
RHODE ISLAND	1 site(s)
TENNESSEE	1 site(s)
TEXAS	2 site(s)
VIRGINIA	2 site(s)
WISCONSIN	1 site(s)
WASHINGTON	1 site(s)

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Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name Deirdre OGrady
Phone Number (215) 557 - 1489
Fax Number
Email Address ogradyd@pfm.com

Name Briana P Bremner
Phone Number (215) 557 - 1246
Fax Number
Email Address bremnerb@pfm.com

Name Michael J Aileo
Phone Number (215) 567 - 6100
Fax Number
Email Address aileom@pfm.com

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EXHIBIT B
FEE PROPOSAL

The following fees are submitted to provide services set for in this RFP. Fees shall be presented as a price per \$1,000 of par value issued in each of the cumulative ascending levels of debt in any issuance. The debt groupings presented must be used without alteration. Proposers are not required to offer a fee proposal for each requested grouping, debt level, or minimum or maximum amount. Proposed fees will be considered in selecting a Financial Advisor.

FEE PROPOSAL PER \$1,000 UPON SUCCESSFUL CLOSING:

Minimum fee for a successful closing of bonded debt: \$ 17,500 (if there is no minimum, please indicate “no minimum”)

Maximum fee for a successful closing of bonded debt: \$ 70,000 (if there is no maximum, please indicate “no maximum”)

Par Value of Bond Issued	Fee per \$1,000
\$0 to \$20,000,000	0.95
\$20,000,001 to \$40,000,000	0.85
\$40,000,001 to \$60,000,000	0.75
\$60,000,001 to \$80,000,000	0.50
Over \$80,000,001	0.25

Bank Loan: Fees for assistance with bank loans will be issued on a flat fee basis.

Fee per issue: \$ 17,500

Lines of Credit: Fees for assistance with lines of credit will be issued on a flat fee basis.

Fee per issue: \$ 17,500

HOURLY FEE PROPOSAL TABLE

Unrelated to a specific debt issue, consulting services may be requested by the Authority and contracted for on an hourly rate basis. Proposer must specify hourly rates for individuals assigned to special services, such as partner, senior officer, professional staff, junior staff and support staff or as a flat monthly retainer.

Position	Rate per Hour
Managing Director/ Director	\$195.00
Senior Managing Consultant	\$185.00
Senior Analyst/ Analyst	\$175.00

Flat Monthly Retainer: \$ No Retainer /month (if there is no retainer proposed, please indicate “no retainer”; if there is a retainer, describe what services & time commitment from your employees are covered by the retainer)



Financial Advisory Services RFP

November 22, 2021

Submitted by:



Public Resources Advisory Group, Inc.

November 22, 2021

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

Dear Mr. Coates:

Public Resources Advisory Group, Inc. ("PRAG") is pleased to submit our proposal to the Peace River Manasota Regional Water Supply Authority ("Peace River" or the "Authority") and would be privileged to serve as the Authority's Financial Advisor. PRAG is an independent, advisory-only firm and a leader in the municipal advisory industry in Florida and nationally. We have a long history and excellent track record of providing advisory services to Florida local governments and utilities, many facing similar challenges and opportunities as the Authority.

Our most important distinguishing feature is the experience, qualifications, and availability of our senior advisors. While our independence, our singular focus on the municipal advisory business, and our presence in the market differentiate us from most firms, it is the unique combination of personal attention, experience, knowledge and the high-level analytical and communication skills of our senior advisors that would be most impactful to the Authority.

Beyond being highly qualified, PRAG is excited about the opportunity to work with Peace River and offers the Authority the following attributes and resources:

- Our project team brings long-term and relevant experience with similar entities throughout the region served by the Authority and throughout Florida;
- We staff our engagements with experienced advisors who serve a limited number of clients, allowing for customized, personal attention to each client;
- Our only business is providing independent financial advice to governments and non-profits, which we have served for over three decades - we have no affiliates or other business relationships;
- We have an unblemished record of integrity;
- We are experts in financial modeling and place the highest priority on providing rigorous and thorough financial analysis to our clients;
- We have established relationships and regularly work with the Authority's Bond Counsel (Nabors, Giblin & Nickerson), Rate Consultant (Stantec) and Underwriters (Raymond James, UMB and PNC) on financings for our clients throughout Florida;



PRAG is offering the Authority the unique service structure of a Project Supervisor with 30+ years of experience in municipal finance, and a Project Manager, with 15+ years of experience in Florida municipal finance including prior experience with the Authority. We have implemented this coverage model for other new clients and have been pleased with the seamless and efficient onboarding process.

PRAG's strategic vision and scope of services has remained consistent through the years – to provide independent financial advice to select state and local governments, their agencies and authorities, and non-profit organizations. We accomplish our mission by retaining an experienced staff of senior advisors who are hands-on and fully available for each engagement. We do not expect any change in this vision or strategic direction for the next ten years. Because our only business is providing financial advisory services and since we are owned and managed by our employees, we expect no change in our service delivery model in the foreseeable future.

PRAG's strategy in Florida is one of selective growth, both for our personnel and our client base. We are targeted in the clients we seek. We do not respond to every RFP. Within the past two years alone, we have added Clearwater, Fort Myers, Palm Bay, Largo, Manatee County Port Authority and most recently, the Emerald Coast Utilities Authority to our client base. The Authority's expanded importance throughout the region and resulting growth since its initiation has led to comprehensive planning strategies, sophisticated financial reporting, such as the publication of its first Comprehensive Annual Financial Report in 2017 and rating upgrades. We believe that our structure, resources, experience, and approach offer a good fit for the Authority's needs as it continues to support the region's economic growth and quality of life.

As demonstrated throughout our response, PRAG has the knowledge, experience, and resources to provide value to the Authority immediately upon engagement. PRAG understands the scope of services requested within this RFP and is fully capable, staffed, qualified, and available to provide the requested services to the Authority with the utmost professional attention, service, and commitment. We look forward to the opportunity and thank you in advance for your consideration.

Sincerely,

A blue ink signature of Wendell G. Gaertner, written in a cursive style.

Wendell G. Gaertner
Senior Managing Director

A blue ink signature of Natalie Sidor, written in a cursive style.

Natalie Sidor
Senior Managing Director



Disclosure of Conflicts of Interest and Legal or Disciplinary Events (G-42) Pursuant to Municipal Securities Rulemaking Board (“MSRB”) Rule G-42, on Duties of Non-Solicitor Municipal Advisors, Municipal Advisors are required to make certain written disclosures to clients which include, among other things, conflicts of interest and any legal or disciplinary events of Public Resources Advisory Group, Inc. (“PRAG”) and its associated persons. Accordingly, PRAG makes the following general disclosures with respect to conflicts of interest.

Conflicts of Interest (G-42)

Compensation-Based Conflicts: PRAG’s compensation may include a single or a variety of fee structures. Each of these arrangements may create a conflict as defined by MSRB Rule G-42. PRAG’s fees may be based on the size of the issue, and the payment of such fees may be contingent upon the delivery of the issue. While this form of compensation is customary in the municipal securities market, this may present a potential conflict of interest because it could create an incentive for PRAG to recommend unnecessary financings or financings that are disadvantageous to the client.

PRAG may also charge fees in a fixed amount as a retainer for services or as a transaction fee, and this arrangement could provide PRAG an incentive to recommend less time-consuming alternatives or fail to do a thorough analysis of the alternatives. In addition, fees may be paid based on hourly fees of PRAG’s personnel, with the aggregate amount equaling the number of hours worked by such personnel times agreed-upon hourly billing rate(s). This presents a potential conflict of interest because PRAG may have the incentive to spend more time than necessary on an engagement. If the hourly fees are subject to a maximum amount, the potential conflict of interest arises because of the incentive for PRAG to fail to do a thorough analysis of alternatives and/or recommend alternatives that would be less time-consuming for PRAG staff.

Other Municipal Advisor Relationships: PRAG serves a wide variety of other clients that may, from time to time, have interests that could have a direct or indirect impact on the interests of another PRAG client. These other clients may, from time to time and depending on the specific circumstances, have competing interests. In acting in the interests of its various clients, PRAG could potentially face a conflict of interest arising from these competing client interests.

With respect to all of the conflicts disclosed above, PRAG mitigates such conflicts through its adherence to its fiduciary duty to the client, which includes a duty of loyalty to the client in performing all municipal advisory activities. This duty of loyalty obligates PRAG to deal honestly and with the utmost good faith with you and to act in your best interests without regard to PRAG’s financial or other interests.

If PRAG becomes aware of any additional potential or actual conflict of interest prior to, or during an engagement, PRAG will disclose the detailed information in writing within a timely manner.

Disclosure of Legal or Disciplinary Events (G-42)

PRAG has no legal or disciplinary events to disclose.

Other Required Disclosure (G-10)

The MSRB website at www.msrb.org, includes the Municipal Advisory client brochure that describes the protections that may be provided by the MSRB Rules and how to file a complaint with an appropriate regulatory authority.

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3. General Business Information including (maximum of five (5) pages):

- a. Legal name of consultant, principal office address and location from which the work is to be performed, phone number, name of principal in charge and email address.
- b. Indicate business structure, i.e., partnership, corporation, joint venture (if joint venture, identify the members). Firm should be registered as a legal entity in the State of Florida.
- c. State if the Consultant’s business and proposed key personnel are licensed, permitted and/or certified to do business in the State of Florida and attach copies of all such licenses issued to the business entity and key personnel. License copies may be minimized to fit multiple licenses per page, as long as they are legible.

Public Resources Advisory Group, Inc. (“PRAG”) was founded in 1985 as one of the first firms in the country dedicated solely to the independent public finance advisory business. Over the past three and a half decades we have remained focused on providing independent and in-depth financial advice to state and local governments, authorities, agencies, and non-profits.

The firm is organized as a subchapter S corporation incorporated in New York in 1985 and is wholly owned and managed by its employees. We do not have any affiliates or subsidiaries. PRAG does not engage in any form of underwriting, trading, marketing, or investing in securities. We are free to focus solely on providing high-quality financial advisory services, applying market-based solutions, and developing innovative financing alternatives for our clients.

PRAG is headquartered in New York City with regional offices in California, Pennsylvania and Florida. Our services to the Authority will primarily be provided by PRAG’s Florida team in St. Petersburg with Wendell Gaertner as the principal in charge.

Headquarters	Florida Office
Public Resources Advisory Group, Inc. 39 Broadway, Suite 1210 New York, NY 10006 Steven Peyer, President (212) 566-7800 speyser@pragadvisors.com	Public Resources Advisory Group, Inc. 150 Second Avenue North, Suite 400 St. Petersburg, FL 33701 Wendell Gaertner, Sr. Managing Director (727) 822-3339 wgaertner@pragadvisors.com

PRAG is a legal entity registered in the State of Florida and is a registered Municipal Advisor, registered with the MSRB (MSRB ID K0133) and the SEC (Municipal Registration Number 867-00146). All of PRAG’s municipal advisors hold a Series 50, Municipal Advisor Representative License. In addition, Wendell Gaertner and Marianne Edmonds in the Florida office hold a Series 54, Municipal Advisor Principal Licenses. A copy of PRAG’s business and personnel licenses are provided herein.

In Florida, PRAG serves a variety of local governments, agencies and authorities across the State, ranging from the State of Florida and large counties like Miami-Dade, Broward and Hillsborough to small and mid-size cities like Fort Myers, Clearwater and Palm Bay in addition to authorities and special districts, like Emerald Coast Utilities Authority, Tampa Sports Authority, Jacksonville Transportation Authority and multiple community development districts.

PRAG has been ranked as the #2 financial advisor nationally for eight of the past ten years, according to Refinitiv (formerly Thompson Reuters). PRAG advises some of the largest municipal bond issuers in the country including the City of New York, the State of California, and the New York MTA. In 2020, PRAG advised four of the five most active municipal issuers nationally. Our level of national activity allows us to understand market fluctuations, desired structures and specific market pricing. We are aware of trends in interest rates, changes in investor sentiment, and the latest innovations in the capital markets as a result of our continuous market access. Our advisors apply the knowledge and lessons learned from our on-going experience with large, frequent issuers to our entire client base, including our smaller to mid-sized clients.

PRAG Financial Advisory Rankings (2013-2020)			
Year	Total Long-Term Municipal Issuance	National Rank by Volume	Market Share by Volume
2020	\$43.4 billion	2	10.99%
2019	\$40.6 billion	2	11.18%
2018	\$36.1 billion	2	10.70%
2017	\$52.4 billion	2	15.20%
2016	\$33.4 billion	3	9.50%
2015	\$30.9 billion	3	9.90%
2014	\$27.9 billion	2	10.80%
2013	\$31.0 billion	2	10.20%

Source: Refinitiv

US municipal new issue "At7" short term notes, private placements, and deals not meeting T+5 policy rule are excluded. Shared credit for co-financial advisors.

As a national independent financial advisor, PRAG's client base of active issuers allows our senior advisors direct access to the major municipal underwriting desks. Because we advise on such a high volume of bonds and are not a competitor to underwriters, most underwriters are willing to provide insight on the market directly to PRAG. Our ability to obtain views and market information from multiple underwriting can be difficult for broker-dealer financial advisors to match. By accessing a variety of underwriting desks, PRAG's advisors can offer a broad perspective of the market beyond the viewpoint of a single underwriting or pricing desk.


Since 2000, PRAG has advised on over \$634.8 billion of financings, including over \$40.3 billion of financings for water and sewer issuers. **In the past two years alone, PRAG has advised on over \$3 billion of water and sewer financings in the State of Florida, including acting as financial advisor on Florida's first WIFIA loan.** Our water and wastewater transactions include bond issues and bank loans; fixed and variable rate debt; negotiated and competitive transactions; new money and refundings; commercial paper and lines of credit and SRFs and WIFIA loans in addition to working with these clients on special, non-bond projects, such as long-term financial and capital planning models, rating agency strategies and development.

PRAG relies on utilizing teams of experienced, senior advisors to perform analysis and communicate information to our clients as the basis of our services. With our senior

staffing model, the majority of the analysis we produce is the direct work of advisors with many years of experience through multiple market cycles. **PRAG has a fully staffed, accessible Florida team with five senior advisors representing over a century of combined municipal finance experience.**

In 2018, PRAG significantly expanded its Florida presence with the hiring of Natalie Sidor, Senior Managing Director, Molly Clark, Senior Managing Director, and Mickey Johnston, Managing Director. Ms. Sidor and Ms. Clark each came to PRAG after having spent 15+ years working on the underwriting/ investment banking side of the municipal finance business, with the majority of their careers focused on entities throughout Florida, while Mr. Johnston previously spent ten years as a financial analyst with a municipal accounting firm. PRAG brings a team of senior advisors with extensive relevant experience and a new perspective to the Authority's engagement.





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Policy and Analysis
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MSRB-Registered Municipal Advisor Firms with Series-50 Qualified Representatives

The Firms tab displays municipal advisor firms registered with the MSRB that have at least one individual associated with the firm who has passed the MSRB's Municipal Advisor Representative Qualification Examination (Series 50). The Representatives tab displays the names of individuals associated with the firm who have passed the Series 50 exam.¹ Qualification information is updated weekly.² Read more about working with regulated municipal advisors in the MSRB Education Center.

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Municipal Advisor Firms

Series 50 Qualified Representatives

Only those associated persons who have passed the Series 50 exam may engage in municipal advisory activities.

Find a Firm:
Show **All** entries

Firm Name	MSRB ID	State	Registrant Type
Public Resources Advisory Group, Inc.	K0133	NY	Municipal Advisor

Representative Name

- Chou, May
- Choi, Louis
- Clark, Mary
- Conley, Monika
- Dinzey, Elyn
- Edmonds, Marianne
- Evanchik, Andrew
- Fay, Christine
- Forman, Daniel
- Gairtner, Wendell
- Goldfield, Steven
- Gooding, David
- Hough, Wesley
- Huestis, Thomas
- Iarina, Christine
- Issa, Michelle
- Johnston, Michael
- Killen, Ryan
- Kyj, Jessica
- Lee, Janet
- Lin, Xun
- Martin, Benjamin
- Mortensen, Jocelyn
- Peysner, Steven
- Schopfer, John
- Sidor, Natalie
- Soong, Edmund
- Sutherland, Heather
- Valentinsen, Barry
- Wan, Qian
- Weir, Lauren

Showing 1 to 1 of 1 entries (filtered from 519 total entries)
Previous **1** Next

¹The Series 50 is designed to test broad-based knowledge of the business and regulations applicable to municipal advisory activities. The examination is not designed to specifically test each specialized functional role or service that may be provided on behalf of a municipal advisor firm as defined in Section 15B of the Securities Exchange Act and, therefore, does not confer the degree of knowledge and expertise needed to provide a municipal entity or obligated person client with informed advice as required under MSRB Rule G-42.

4. Consultant Firm’s Experience and Ability including (maximum of fifteen (15) pages):

4a. Consultants shall submit a verifiable statement of the Consultant’s experience in providing financial advisory services, the number of years the firm has been in business, and previous business name(s), if applicable.

PRAG has been in business as an independent municipal financial advisory firm under the same name for 36 years (since 1985). Based on Refinitiv (formerly Thomson Reuters) data, in 2020, PRAG advised on \$43.4 billion of long-term municipal issuances, representing 10.99% market share.

4b. Indicate the Consultant firm’s background in providing the services as outlined in Exhibit A to governmental entities.

PRAG is well-qualified to serve the Authority. The five case studies below illustrate our recent experience with water and sewer financings in Florida. We have also identified specific features of each of the case studies that have applicability to the Authority.

Innovative Refinancing Technique Using a Combination “Cinderella” and Tax-Exempt Loan Structure and Bank Negotiations to Achieve Multiple Financing Objectives



Applicability to the Authority:

- *Proactive identification of innovative refunding opportunity.*
- *Development and execution of multi-faceted refunding plan.*
- *Successful negotiations with existing lenders.*

PRAG presented a combined refunding/restructuring opportunity to Pinellas County in August 2020 in connection with its Series 2003 and Series 2012 Bonds. While the Series 2012 Bonds could not be advance refunded on a tax-exempt basis, PRAG believed that banks would offer a “Cinderella” loan which would be a taxable loan that would essentially convert to a tax-exempt loan on the first available call date.

Although the Series 2003 Bonds were callable, there was a debt service reserve surety policy associated with the Series 2003 Bonds that was necessary to meet the combined debt service reserve requirement of the existing sewer bonds. PRAG approached the County’s existing lenders and both agreed to allow the release of the surety policy and reduce the debt service reserve requirement on their loans, which allowed the refunding of the Series 2003 Bonds. Together, the transactions provided the following benefits to the County:

- \$3.26MM NPV savings from the taxable refunding (7.85% of bonds outstanding);
- \$1.55MM NPV savings from the tax-exempt refunding (29.7% of bonds outstanding);
- Allows for an additional \$520K in NPV savings upon conversion of the taxable note;
- Reduced debt service reserve requirement on existing debt;
- Eliminated the need for a debt service reserve on new debt;
- Eliminated the need to replace a \$7.8 million surety expiring in 2024 with cash;
- Eliminated the need to provide on-going capital markets disclosure; and
- Eliminated the need for a separate audit of the sewer system.

Transactions	Client Contact	PRAG Team
\$44,400,000 Sewer Refunding Revenue Note, Series 2021A \$5,292,000 Sewer Refunding Revenue Note, Series 2021B Closed: January 20, 2021	Jim Abernathy, Budget & Financial Management Analyst (727) 453-3278 Jabernathy@pinellascounty.org	Molly Clark Wendell Gaertner Marianne Edmonds

Unique Refinancing of SRF Loans with Bonds and a New Subordinate Lien Resolution



Applicability to the Authority:

- *Debt portfolio monitoring led to the identification of refunding opportunities structured to achieve targeted debt service savings, while leveling out the Utility System’s aggregate debt service profile.*
- *Creation of a new subordinate lien bond resolution.*
- *Fast and efficient execution to take advantage of low rates, with a TIC less than 1%.*

PRAG pro-actively identified a unique refunding opportunity for the City’s utility system that involved make-whole provisions on a bank loan, the release of a debt service reserve, and the refunding of State Revolving Fund loans with new subordinate bonds. PRAG evaluated various refunding structures, taking into account the System’s aggregate debt service profile and capital improvement plans to achieve maximum near-term cash flow relief and preserve senior lien borrowing capacity for future projects.

The City targeted the following financing objectives with the Series 2020 Bonds: (i) achieve maximum cash flow relief over the next five fiscal years, reduce aggregate maximum annual debt service, and level out the System’s aggregate debt service profile and (ii) take advantage of historically low interest rates to refinance already low rate SRF Loans for savings, while preserving senior lien borrowing capacity for future capital projects via a newly created subordinate lien resolution.

The Series 2020 Bonds represented one of the first Florida water and wastewater financing transactions completed since the COVID-19 pandemic caused severe distress in the financial markets. PRAG worked closely with the City and the working group to effectively manage the transaction process and expedite the transaction, completing all necessary approvals, documentation (including necessary COVID-19 disclosures), credit ratings, bond sale and closing in only two months. Ultimately, the refunding allowed Fort Myers to reduce its aggregate maximum annual debt service by \$3.0 million and resulted in a True Interest Cost (TIC) of less than 1%.

Transactions	Client Contact	PRAG Team
\$76,705,000 Utility System Ref. Revenue Bonds, Series 2020A and 2020B Closed: June 3, 2020	Holly Simone Deputy Director of Finance (239) 321-7159 Hsimone@cityftmyers.com	Natalie Sidor Molly Clark

Evaluation of Funding Options and Management of the Financing Process for Florida's First WIFIA Loan



Applicability to the Authority:

- *Shows PRAG's ability to help clients find new solutions - this was the first WIFIA loan closed in Florida.*
- *Shows PRAG's long-term viewpoint: the structuring negotiations achieved for the County on this initial WIFIA loan paved a path forward for additional WIFIA loans at very low-cost financing.*

PRAG advised on a \$99.7 million WIFIA loan for Miami-Dade County's Water and Sewer Department ("WIFIA I") in 2019. The loan was a part of WIFIA's first round of funding and represented the first WIFIA loan closed in Florida. The loan was structured with repayment subordinate to the Department's \$3.1 billion in outstanding bonds and without a springing lien feature common to most subordinate WIFIA loans.

PRAG was involved in reviewing the initial application, structuring the loan and the SRF match, negotiating documentation, obtaining credit ratings, and negotiating consents of other subordinate debt holders. PRAG and the County were successful in negotiating flexibility and relief from many of the standard terms.

Following the closing of the initial WIFIA loan, PRAG has continued to work with the Department to close three additional WIFIA loans. The County has realized over \$200 million in combined NPV savings to date through its four WIFIA loans totaling in excess of \$1 billion with interest rates ranging from 1.27% to 2.89%.

Transactions	Client Contact	PRAG Team
WIFIA Loans I, II, III, IV Totaling \$1,085,379,000 Initial Loan Closed: March 22, 2019	Frances Morris Chief Financial Officer (786) 552-8104 Frances.Morris@miamidade.gov	Wendell Gaertner Molly Clark Marianne Edmonds Mickey Johnston

Evaluation of Structuring Options to Finance a Multi-Year Water & Sewer Capital Plan

Applicability to the Authority:



- *Demonstrates experience with developing financing programs to implement long-term capital plans for a water and sewer system.*
- *Structured and executed financing to simultaneously achieve multiple goals- low-cost new money, high refunding savings, and long-term debt service structure.*

PRAG served as financial advisor to Broward County on its Series 2019A and Series 2019B Utility System Bonds. The 2019A Bonds were issued to fund the Utility's capital program. The 2019B Bonds were taxable advance refunding bonds. Because the refunding was being done on a taxable basis, the County required a savings threshold of 10% for each individual maturity. The 2019 Project consisted of improvements to the County's North Regional Wastewater Treatment Plant and construction and

reconstruction of water mains, wastewater mains, and injection wells. The Utility reviews its CIP annually, during which process all projects are vetted, estimated, and scheduled. The 2019 CIP addressed the need for services and facilities based upon anticipated build-out of the Utility’s service area in 2035 and includes capital improvements through fiscal year 2024.

The combined structure accomplished multiple goals of i) amortizing tax-exempt bonds over 25 years, in keeping with the County’s practice of using a 25-year maturity for new money issues; ii) amortizing taxable bonds more quickly than tax-exempt bonds, to ensure that the higher cost taxable debt service would be paid off more quickly than the lower cost tax-exempt debt service; iii) amortizing refunding bonds no longer than the final maturity of the refunded bonds; and iv) restructuring refunded principal to “level-out” the Water and Wastewater Department’s aggregate annual debt service schedule. Last month the County engaged PRAG to advise on the next phase of the CIP financing. We expect to close the new bonds in early 2022.

Transactions	Client Contact	PRAG Team
\$249,110,000 Water and Sewer Utility Revenue Bonds, Series 2019A & Series 2019B Closed: December 4, 2019	George Tablack Chief Financial Officer (954) 357-7130 gtablack@broward.org	Wendell Gaertner Molly Clark Mickey Johnston

Use of Complex Refunding Structures Combined with Strategic Rating Plans

Applicability to the Authority



- *Demonstrates ability to move quickly to capture refunding savings.*
- *Strategic long-term rating agency management planning.*
- *Client education for their first-ever competitive sale.*

PRAG’s first engagement with Manatee County in 2017 was to advise on a cross-over refunding of its Public Utilities Revenue Build America Bonds, Series 2010 before the new tax law prohibited advance refundings. With the cross-over structure the proceeds of the new bonds were placed in escrow to pay the interest on the new bonds until the call date, at which time the escrow would “cross-over” and redeem the the old bonds. Because the old bonds were not defeased at closing, legally both issues were obligations of the utility system and both were included in the rate covenant and additional bonds test until the call date. PRAG analyzed the financials of the system and concluded that the County would be able to meet its additional bonds test and rate covenant and its expected future borrowing with both series outstanding. Even though the issuance was fast-tracked to ensure a December 2017 closing, PRAG recommended that time be invested in developing a full ratings presentation to both Moody’s and Fitch with a formal presentation delivered by County staff. Previously, the County had relied upon the documents and questions from the rating agencies. Moody’s upgraded the credit to Aa1 with the issuance of the 2017 Bonds.



Several months after the closing on the Series 2017 bonds, Manatee County initiated a new money financing for the utility system. While the County had historically sold its debt on a negotiated basis, because of the stability of the market, the lack of new issue supply, the recent rating upgrade, and the County’s recent presence in the market, PRAG recommended a competitive sale. PRAG spent a considerable amount of time providing education on the competitive sale process.

Even though the County had recently made presentations to the rating agencies, PRAG developed another set of formal presentations that focused on the System’s strengths and consistent financial performance. Fitch upgraded the credit to AAA.

Because the competitive sale was a new process to the County, on the day of the sale approximately 15 senior executives from the County and members of their staff met a half hour before the sale. PRAG reiterated why a competitive sale was being used and then provided a presentation on market conditions, the Parity electronic bidding platform, and the information available to bidders on TM3.com. The sale was extremely successful with the top five bids within 3 basis points of each other.

Most recently, PRAG worked with the County on establishing a \$50 million line of credit for the utility system to fund capital projects over the next 18-24 months.

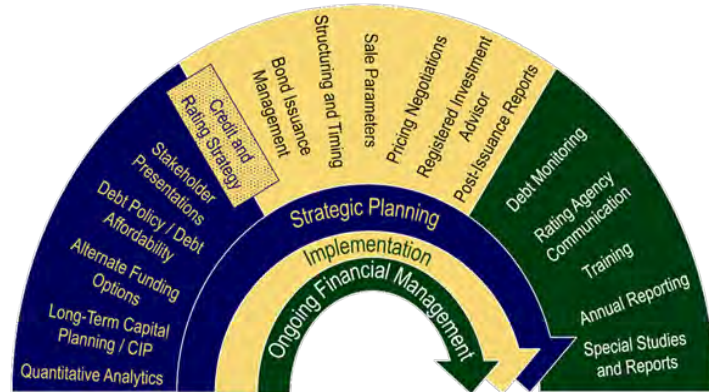
Transactions	Client Contact	PRAG Team
\$55,075,000 Public Utilities Revenue Bonds, Series 2017 Closed: December 28, 2017 \$74,695,000 Public Utilities Revenue Improvement Bonds, Series 2018 Closed: September 20, 2018 \$50,000,000 Public Utilities Line of Credit Expected Closing: November 23, 2021	Jan Brewer, Director, Financial Management (941) 742-5826 Jan.brewer@mymanatee.org	Wendell Gaertner Natalie Sidor Mickey Johnston

4c. Description of the capabilities, experience and expertise of the firm as a whole in the following aspects of financial management:

- i. Development of long-term strategic financial planning;
- ii. Issuance of tax exempt debt (bonds and notes);
- iii. Provision of other financial planning and general financial advisory services, including client education;
- iv. Describe the firm’s knowledge, experience and resources in tracking and monitoring the tax-exempt and taxable bond markets;
- v. Explain the process for ensuring that the Authority receives the best price for any bonds and refunding, including how you evaluate the success of any pricing; and,
- vi. Describe a specific past example of significant financial project or plan of finance designed by your firm as Financial Advisor for a governmental agency. Provide the

planning process, revenue projection process, debt or finance plan, approval process, and the resulted outcomes in relation to the expected planning.

PRAG views each project as having three stages: strategic planning, implementation, and on-going financial management. PRAG's fundamental objective is to provide our clients the information they need to make well-informed strategic decisions, in each of these project stages.

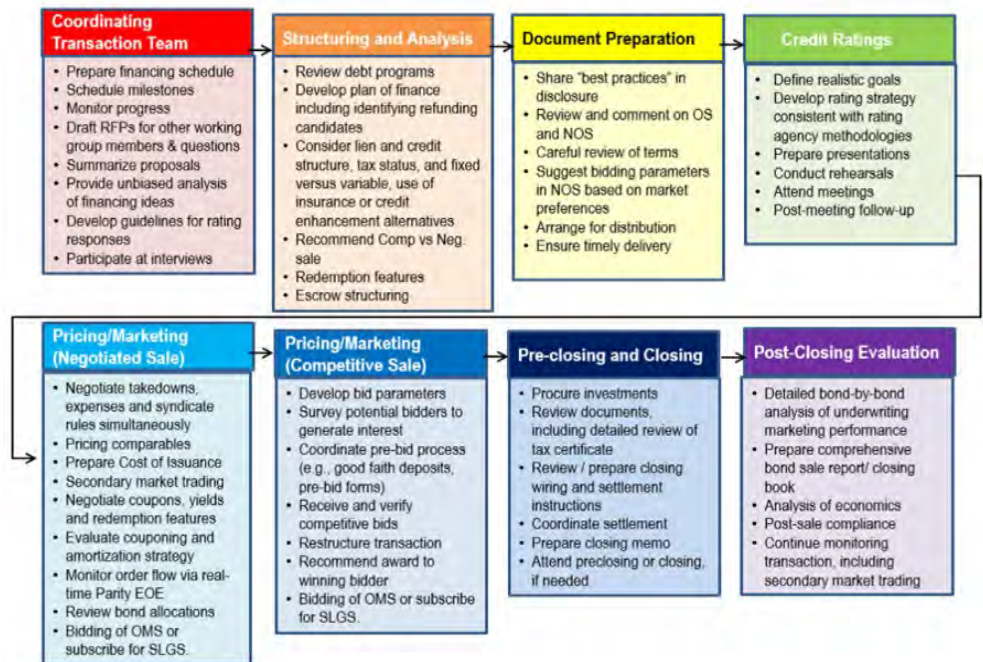


STRATEGIC PLANNING

During the initial Strategic Planning phase, we will build upon our existing knowledge base of the Authority's debt portfolio, credit profile, and capital needs to ensure that we are fully up to speed and take into consideration any internal policies, initiatives, or objectives in our recommendations.

IMPLEMENTATION

The graphic to the right presents PRAG's approach, steps, and responsibilities when developing and implementing a financing plan. To a large extent, each of these processes occurs in the structuring and execution of any bond issue. However, the Authority's debt issues will have its own unique set of circumstances and financing goals that will warrant further customization of this process on a case-by-case basis.



COORDINATING THE TRANSACTION TEAM. PRAG makes sure the transaction team is available, informed, and efficient. In that role we prepare and distribute the term sheet, distribution list, and timetable which incorporates sufficient lead time for completion of rate studies, revenue sufficiency analysis, bond document preparation and review, rating

agency process, and marketing in addition to any educational sessions or workshops for staff and/or the Authority’s Board.

PRAG assists with the selection, evaluation, and management of all members of the financing team, as desired by our clients and their procurement processes. We act as a fiduciary and have no arrangements, affiliates, or conflicts that keep us from negotiating the best deal for our clients.

STRUCTURING AND ANALYSIS. As Financial Advisor, PRAG will work closely with the Authority to perform a comprehensive review of various financing options, including interim financing, publicly offered debt, privately placed bank loans, SRF loans, and WIFIA loans, to assist the Authority in developing the best possible plan of finance for a given project(s). With \$48.4 billion in funding for water programs in the Infrastructure Investment and Jobs Act, we expect additional funding sources could be available to the Authority. We will evaluate the various requirements associated with the different financing options, such as the need for a feasibility report and engineering study and specific requirements for the State or Federal sponsored loan programs. PRAG’s analysis will focus not only on the timing and economics (i.e. lowest borrowing costs, mitigating impact to ratepayers) associated with each financing option but also the benefits and considerations of each alternative in the context of the Authority’s overarching objectives.

DOCUMENTATION PREPARATION. PRAG carefully reviews all bond documents including resolutions, ordinances, indentures, offering documents, feasibility reports, bond purchase agreements, and closing documents. We ensure the initial drafts of documents are available with sufficient time for review. We make sure the documentation is consistent among the various agreements, reports, and disclosure documents. We facilitate the review process. Finally, we ensure that the key pieces of the disclosure documents, such as resiliency, cybersecurity, and impacts of COVID-19, are consistent throughout all disclosures.

CREDIT RATINGS. PRAG’s credit expertise and experience can provide benefit by helping the Authority proactively manage its credit ratings. The Authority maintains three

Peace River Manasota Regional Water Supply Authority			
Agency	Last Rating Action	Rating	Outlook
Moody's	Oct-20	Aa3	Stable
S&P	Oct-20	AA (Upgrade)	Stable
Fitch	Sep-20	AA	Stable

credit ratings by Moody’s, S&P and Fitch. All three rating agencies last reviewed Peace River in the fall of 2020 in conjunction with the Series 2020 bond issue. At that time, Moody’s and Fitch affirmed the Authority’s Aa3 and AA ratings while the Authority achieved an upgrade to AA from S&P based on the following key credit strengths:

- Strong wholesale level metrics with low water cost relative to alternatives; debt service coverage above the 1.5x target and liquidity well above the 180-day policy
- Strong customer financial position, highly rated Sarasota and Charlotte make up 90% of base rate charge and water use charge allocated on a take or pay basis

- Considerable management acumen with sound strategic and capital planning practices and long-term demand and financial planning practices with a proven track record of executing capital plans, while maintaining financial health
- Sufficient supply through 2030 with water use permit allowance more than twice current and projected customer allocations

Fitch previously upgraded the Authority's rating to AA in August 2018 mainly due to improved and ongoing strength of the Authority's largest customers. Given the one-notch rating differential of Moody's versus S&P and Fitch, **PRAG would focus its initial ratings efforts on digging deep into Moody's specific areas of focus and concerns with supporting analyses to achieve a near-term upgrade, while pro-actively reiterating credit strengths to S&P and Fitch with the goal of achieving affirmations of the AA rating and future upgrades when justified.** We would provide supplementary analysis and qualitative back-up documentation and explanations to further provide mitigating factors to any credit challenges and justify a particular rating level.

The Authority's unique structure, business model and planning practices make it distinctive from other utility credits, thus, requiring a more thoughtful and customized rating approach. **Our suggested three-prong approach is centered around the:**

- (1) **Master Water Supply Contract - key security features as debt is secured by revenue derived from the MWSC, absolute and unconditional obligations, customer payments as O&M, customer default process, allocation methods**
- (2) **Authority - management acumen, policies, planning practices, financial metrics**
- (3) **Customers/ Members - credit strength, financial position, planning practices**

PRICING/MARKETING. Our pricing process is highly market focused. Prior to any of our clients entering the market with a transaction, PRAG advisors set out to understand current investor preferences and market conditions; achieve best available ratings (using credit enhancement if warranted) and highlight credit strengths of the issue; determine best structure to accomplish client's financing goals and meet investor requirements; and execute pricing in an organized and deliberate process.

PRAG focuses on achieving the best pricing by being aware of investor preferences and by structuring financings to appeal to an aggressive investor base. An efficiently priced bond transaction can save an issuer millions of dollars, and we place a great deal of emphasis on securing the optimal pricing results for our clients.

Pricing Process. As the pricing date for either a competitive or a negotiated sale approaches, PRAG develops a preliminary scale of coupons, yields, call provisions, and takedowns, which are representative of the market for the issuer's bonds. In developing such a scale, our process involves analyzing the client's historical issues and reviewing their absolute and relative values in comparison to the appropriate market indices, such as Municipal Market Data Municipal ("MMD") yield curves; and checking comparable issues in the current market and their absolute and relative trading values, as well as takedowns. In negotiated sales, we also contact underwriting firms that are not participants in the issuer's proposed negotiated sale for pricing views on the proposed

financing, as underwriters are generally willing to discuss pricing views with PRAG because they do not see us as a competitor and recognize our market presence.

After a negotiated order period, PRAG and the issuer will examine the “book” of orders. Depending on the number of orders by maturity, particularly from institutional investors, PRAG will make recommendations to the issuer regarding adjustments in yields and/or changes to coupons. Other factors that are taken into consideration in making recommendations to adjust coupons and yields include current market conditions, overall supply, buyer sentiment, and absolute and relative spreads to historical issues and appropriate market indices. Once this negotiation is completed and the underwriters receive a verbal award of the bonds, PRAG assists, if requested, with the allotment process to ensure the bonds are fairly distributed among the underwriting group.

PRE-CLOSING AND CLOSING. After any pricing, we move into the pre-closing process. It is PRAG’s policy to coordinate the closing logistics and wire transfers. We prepare a detailed Closing Memo, which acts as both the funding guide for the day of closing as well as the final documentation of all cash transfers and costs of issuance payments.

POST-CLOSING EVALUATION. After each issue, we generally provide our clients with a summary of the sale which includes a narrative describing the results of the sale and market conditions, data on coupons, yields and takedowns, retail and institutional orders, an analysis of orders by category (i.e., net designated and member orders) and by underwriter, investor meetings, retentions, allotments, and a comparison of yields to various indices and similar issues.

ONGOING FINANCIAL MANAGEMENT

PRAG considers its role as an advisor to be an ongoing responsibility to our clients, rather than simply a task-driven role. In addition to advising on bond issuances, we would evaluate the Authority’s ongoing financial and capital needs and upon request, provide assistance in capital planning, debt monitoring, debt affordability, budget preparation, financial training sessions, legislation analysis and development, economic redevelopment, and public-private partnerships, as well as introducing the latest developments in municipal finance to the Authority.

IMPLEMENTATION OF A COMPLICATED FINANCIAL PLAN

PRAG recently developed and implemented a financial plan that allowed Miami-Dade County to borrow over \$1.265 billion in the spring and summer of 2021 in a combined plan of finance to take advantage of current low interest rate conditions, diversify its funding alternatives and maximize federal funding capacity for its Water and Sewer Department. The County issued its \$605,600,000 Water and Sewer System Revenue Bonds, Series 2021 in late April 2021, its \$236,135,000 Subordinate Water and Sewer System Revenue Bonds, Series 2021 in early July 2021 and closed its fourth WIFIA loan of \$424 million in September 2021.

The senior/subordinate lien bond transactions financed a portion of the Department’s 10-year \$7.5 billion Multi-Year Capital Improvement Program, including pump system

upgrades, facilities upgrades and improvements, and other projects. The WIFIA Loan will fund two new wastewater treatment plants in the Department's north and central service areas.

The Department is the largest water utility in the Southeastern United States serving over 450,000 retail water customers. With aging infrastructure and a growing population, the service area is uniquely situated next to the Florida Everglades. In addition to the geographical complexities of the service area, the Department's most significant financing challenge is navigating capacity constraints in light of its substantial CIP needs and forward-looking additional bonds test. The Senior Bonds were structured to ensure the financing generated sufficient proceeds to meet project costs while maintaining sufficient bonding capacity for the planned subsequent inaugural Subordinate Bonds offering. The Subordinate Bonds were the first of several series expected to provide ongoing access to federal WIFIA loans, which require 51% matching funding at the same lien position.

With strong investor interest and favorable market conditions, the resulting TIC on the Subordinate Bonds was only 12.9 basis points higher than that of the Senior Bonds. By issuing debt under favorable market conditions and by utilizing a variety of debt structures, the Department reduced its financing costs and mitigated the financial burden on its customers.

REVIEW OF THE AUTHORITY

In preparing our response to this RFP, we have undertaken a detailed review of the Authority's debt portfolio, credit factors and capital plans in addition to the Authority's structure, management team, and customer base. We have expanded our understanding of the Authority's unique structure and current position both to inform our response to this RFP, and as a way to communicate to the Authority the level of commitment that our entire Florida team will bring to this engagement. Although these detailed discussions extend beyond the requirements of the RFP, we have used this process to develop a strong knowledge base of the Authority and foundation for our approach to providing advisory services to the Authority. We would be delighted to add Peace River to our advisory clientele, and to enter into the same kind of long-standing relationship we have enjoyed with so many of our Florida and national clients.

PRAG'S UNDERSTANDING OF PEACE RIVER'S STRUCTURE, DEBT, CREDIT AND CAPITAL PLANS PROVIDE THE FOUNDATION FOR OUR APPROACH

The Authority has \$122 million in senior lien debt with 100% as fixed rate and 100% as public bonds. The Authority also has two privately placed subordinate loans, consisting of a \$5MM line of credit and a \$2MM taxable revenue note, of which \$5.2MM was outstanding in aggregate as of FYE 2020. The line of credit is based on a variable interest rate and matures in September 2022. A summary of the Authority's debt portfolio and our preliminary evaluation of the refunding status by series is provided below.

**Peace River Manasota Regional Water Supply Authority
Debt Portfolio**

Issue	Par		Interest Rates	Call Provisions	Final Maturity	Purpose	Evaluation/ Refunding Status
	Original Par	Outstanding					
Senior Lien							
Utility System Refunding Revenue Bonds, Series 2020	\$52,055,000	\$51,125,000	2.00%-5.00%	10/1/2030 @ par	10/1/2040	Refund 2010As, 2010Bs, 2014A	New issue; Long time to call date
Utility System Refunding Revenue Bonds, Series 2015	\$23,910,000	\$14,625,000	5.00%	10/1/2025 @ par	10/1/2028	Refund 2005B (Forward Delivery)	Long time to call date; Monitor taxable and/or forward refunding
Utility System Refunding Revenue Bonds, Series 2014B	\$56,065,000	\$55,915,000	5.00%	10/1/2024 @ par	10/1/2035	Refund 2005A	Long time to call date; Monitor taxable and/or forward refunding
Total Debt (Senior Lien)	\$121,665,000						
Subordinate Lien							
Non-Revolving Line of Credit, Series 2019 (PNC)	\$5,000,000	\$3,500,000 ⁽¹⁾	79% 1M LIBOR + 36 bps	NA	9/30/2022	System-Wide Benefit Projects	Due within 1 year
Utility System Subordinate Taxable Revenue Note, Series 2019 (PNC)	\$2,000,000	\$1,705,000 ⁽¹⁾	3.362%	NA	10/1/2028	Purchase of Administration Building	Dependent on prepayment provisions
Total Debt (Sub Lien)	\$5,205,000						
Total Debt	\$126,870,000						

⁽¹⁾ Based on outstanding balance as of 9/30/20 per the Authority's FY20 Comprehensive Annual Financial Report.

The Authority's aggregate debt service profile is level at \$10.4 million per year through 2035. Annual debt service begins to decline in 2036 with a slight step-down structure thereafter reaching \$6.5MM in 2038 through 2040. The Authority's largest near-term capital projects include Reservoir No. 3 and the Peace River facility expansion. The Authority's debt service profile provides financing flexibility and borrowing capacity to fund its portion of its planned capital improvements with long-term bonds given the declining debt service profile, while maintaining targeted debt service coverage levels. Nonetheless, it is important for the Authority to work closely with its Financial Advisor, rate consultant, underwriters and legal team to structure any future debt appropriately taking into account legal provisions, credit aspects, and impacts on its members.

In addition to understanding the overall debt service structure of the Authority, it is of equal importance to understand the allocation of debt service costs to the members under the MWSC. These cost allocations are based on the specific projects funded with debt and the benefit of those projects to each member. Presented

Customer	Series 2014B	Series 2015	Series 2020	Total
Charlotte County	\$734,164	\$601,425	\$909,502	\$2,245,091
DeSoto County	\$22,925	\$181,744	\$33,523	\$238,192
Manatee County	-	-	-	\$0
Sarasota County	\$1,748,742	\$1,748,081	\$3,170,170	\$6,666,993
City of North Port	\$289,919	-	\$692,255	\$982,174
Total (\$)	\$2,795,750	\$2,531,250	\$4,805,450	\$10,132,450

2019 Series Note (Administrative Office) \$245,934

Customer	Series 2014B	Series 2015	Series 2020	Series 2019 Sub Note
Charlotte County	26.26%	23.76%	18.93%	36.36%
DeSoto County	0.82%	7.18%	0.70%	6.83%
Manatee County	-	-	-	12.51%
Sarasota County	62.55%	69.06%	65.97%	39.35%
City of North Port	10.37%	-	14.41%	4.95%
Total (%)	100.00%	100.00%	100.00%	100.00%

Customer	% of Total Senior Debt Service	% of Total Debt Service
Charlotte County	22.16%	22.49%
DeSoto County	2.35%	2.46%
Manatee County	0.00%	0.30%
Sarasota County	65.80%	65.17%
City of North Port	9.69%	9.58%
Total	100.00%	100.00%

Source: Peace River Manasota Regional Water Supply Authority, FY22 Budget

herein is a summary of the current allocation of debt service costs among members. As a member, but not a customer, Manatee County is only responsible for its allocated portion of the Series 2019 note, which was used to buy the administration building.

SERIES 2014B BONDS: TAXABLE REFUNDING AND RELATED CONSIDERATIONS. The Authority has been pro-active in taking advantage of refunding opportunities when they are available with the majority of outstanding debt including a refunding component. The Authority completed its most recent refunding in October 2020 to refund the Series 2010A and 2010B Bonds and 2014A loan. Based on our preliminary evaluation of the Authority’s debt, the Authority’s most probable near-term refunding opportunity is a taxable refunding of the Series 2014B Bonds. Presented below are the results of this taxable refunding under current market conditions.

Although this refunding would generate significant savings, there are multiple factors beyond meeting traditional savings thresholds, to consider prior to executing a taxable refunding. Both the expectation of future interest rate levels and the potential for tax law changes are important aspects of the decision. Most of the taxable refundings we recommend either have additional structuring benefits or high savings levels on a maturity-by-maturity basis.

Summary of Preliminary Refunding Results Peace River Manasota Regional Water Supply Authority Taxable Refunding of Series 2014B Bonds	
Delivery Date	4/1/2022
Interest Rates as of	11/10/2021
Par Amount	\$62,600,000
True Interest Cost	2.42%
Average Life (years)	9.778
Par Amount of Refunded Bonds	\$55,915,000
Avg. Coupon of Refunded Bonds	5.00%
NPV Savings (\$)	\$6,806,010
NPV Savings (%)	12.17%

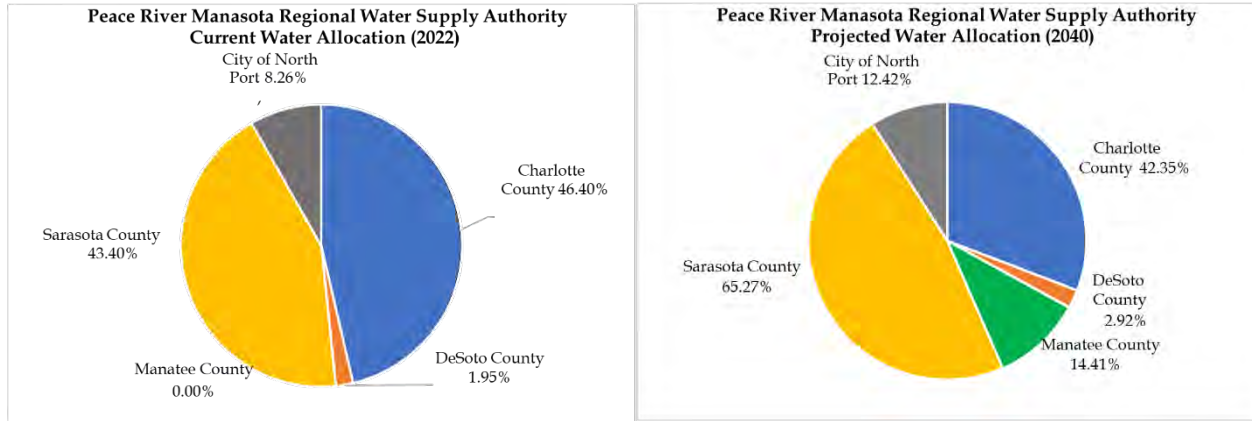
Market participants were hopeful that tax-exempt advance refundings would be reinstated (along with other muni favorable provisions) within the recent Infrastructure Investment and Jobs Act (IIJA) of 2021. However, these provisions were eliminated prior to the passing of the IIJA by the House of Representatives on November 5, 2021.

As Financial Advisor, PRAG will continue to monitor the Authority’s debt portfolio to pro-actively take advantage of refunding opportunities as they arise. In addition, PRAG will re-evaluate refunding opportunities in conjunction with new money borrowings to achieve economies of scale related to transactional costs and administrative time.

PEACE RIVER’S STRUCTURE, REGIONAL BUSINESS MODEL AND CAPITAL PLANS. In addition to understanding the Authority’s overall debt portfolio, PRAG has expanded our knowledge base of the Authority’s distinct structure and regional business model as the wholesale water provider for its members – Sarasota, Charlotte, DeSoto and Manatee in addition to the City of North Port as a customer.

The foundation of the Authority’s structure is the Master Water Supply Contract, which defines allocation methodologies related to water supply, debt service, other payments and expenditures and System Wide CIP contributions that are considered for debt service coverage and base rate calculation purposes, among other provisions that govern the Authority’s business model. The Capital Component Charge and North Port Payment to Charlotte County both ended in FY21. The Desoto Payment of \$796,000 per year is in place for the length of the MWSC based on the 2015 amendment.

The Authority’s comprehensive strategic and capital planning vehicles serve as the basis to effectively manage timing and funding of projects and the region’s water supply needs based on member projections. As shown below, Sarasota County is expected to continue as the Authority’s largest customer, while Manatee County, a member, but not a current customer, is anticipated to have water needs beginning in 2037 and beyond.



Source: Peace River Manasota Regional Water Supply Authority, FY22 Budget

To meet these future water supply needs of its members, the Authority continuously focuses on its 5-year Capital Improvements Plan (CIP) and 20-year Capital Needs Assessment (CNA) to ensure the appropriate facilities and infrastructure are in place to meet increasing demand, capacity requirements and new regulations. The Authority’s capital planning process is extremely thorough with capital projects categorized into three categories and the majority of projects funded via a combination of Authority funds and SWFWMD cooperative funds. There are certain capital costs (i.e. property, mitigation) and/or entire projects that are ineligible for grant funding and thus, require full funding from the Authority. A summary of the Authority’s CIP and CNA, along with major projects, is provided below.

Water Supply Projects	Regional Transmission System Projects	System-Wide Benefit Projects
5-Yr CIP - \$60.97MM, 32.1%	5-Yr CIP - \$116.81MM, 61.5%	5-Yr CIP - \$12.15MM, 6.4%
20-Yr CNA - \$359.3MM, 54.6%	20-Yr CNA - \$286.0MM, 43.5%	20-Yr CNA - \$12.15MM, 1.8%
<ul style="list-style-type: none"> • Projects that provide expansion of water supply facilities and water transmission projects. • Funded per the MWSC • Expand capacity from 34.7 MGD to 57.7 MGD by 2041 • Major projects include: Reservoir 3 (\$246MM), Peace River Facility expansion (\$36.9MM) 	<ul style="list-style-type: none"> • Projects focused on interconnection between members/ customers • Expect regional transmission to almost double from 82 miles of current pipelines to 159.8 miles in 2041 • Major projects include: Regional Integrated Loop - Phase 2B (\$58.8MM), Phase 2C (\$62.4MM), Phase 3C, (\$87.6MM), in addition to pipeline relocations 	<ul style="list-style-type: none"> • Projects of shared benefit to the Authority Members and Customers • Exclude R&R and New Water Supply Projects • Funding established on a project specific basis • Major projects include: Regional acquisition of Project Prarie pumping and storage facility (\$1.275MM); Water resources building (\$1.5MM); Raw water ASR (\$8.662MM)

The majority of near-term capital projects are focused on water transmission while water supply projects make up over 50% of the anticipated capital needs over the longer-term. The Authority’s \$54.68MM Fiscal Year 2022 budget includes \$1.1 million of Authority funds (plus \$1.1 million of matching funds from SWFWMD grants) for preliminary design work related to the Reservoir No. 3 project, representing the Authority’s largest near-term capital project. The related feasibility study is currently underway with expected completion in early to mid-2022. The current CIP estimates Authority funding for this project of ~\$131 million, which we understand would likely be funded with additional Authority debt. PRAG stands ready to assist the Authority with modeling, evaluating and structuring its future funding needs.

4d. Disclose the firm’s affiliation or relationship with any broker dealer.

None.

4e. Disclose any finder’s fees, fee splitting payments to consultants or other contractual arrangements of the firm that could present a real or perceived conflict of interest.

None.

4f. Describe the firm’s access to sources of current market information to assist in the pricing of negotiated sales and information to assist in the planning and execution of competitive sales.

PRAG subscribes to a variety of data sources in order to keep abreast of market conditions including TM3, Bloomberg, MMD, all of the rating agencies and other business periodicals. Unlike other advisory firms that centralize market information and the pricing process, PRAG makes market information available directly to our advisors. Each advisor receives multiple updates on municipal market conditions via email throughout the day including a daily “Selected Issue” summary of notable new issues.

4g. Provide a list of all clients gained and lost over the last 12 months. For clients lost, please provide the reason(s) for the client departure.

PRAG is pleased that we have gained significantly more clients than we have lost in the last year. Even with the additions to our Florida clientele, we maintain the capacity to provide the necessary services to the Authority.

Clients Gained

- City of Largo (FL)
- City of Newark
- City of Palm Bay (FL)
- Emerald Coast Utility Authority (FL)
- Manatee Port Authority (FL)
- Oregon Bond Bank
- Pennsylvania Turnpike Commission
- State of Utah
- State of Wisconsin

Clients Lost

- Metropolitan Water District of Southern California
- San Francisco Public Utilities Commission
- State of Washington
- The list of clients lost does not include clients for which we were engaged only for a specific financing. We are not aware of any service related issues with any of the clients lost.

4h. Describe and provide information on unique or innovative financial advisory techniques, programs, or concepts the firm has utilized for financial advisory clients in Florida and how these techniques may be applied to the Authority.

PRAG strives for innovation by leveraging our senior advisors within an organization that serves some of the largest municipal issuers in the country, yet is small enough to allow frequent direct contact among our advisors. The key to PRAG's ability to deliver innovation is our platform that puts senior-level partners with a broad understanding of market, technical, and legal developments in day-to-day contact with our clients and their specific financing needs. PRAG has developed and implemented many innovative solutions for issues facing our clients.

- We were the first financial advisor to develop a call option model (State of New York) which by analyzing, with binomial techniques, the refundability of an issue provides a tool for optimizing refinancing strategies and helps with pricing lower coupon callable bonds.
- We introduced the initial "Promise and Performance" Strategy (District of Columbia) for rating agency presentations that has helped several clients secure rating upgrades over time.
- We developed the first tobacco securitization (City of New York) in the country.
- We worked on the first Rate Reduction Bond Program (State of California) in the nation.
- Our firm proposed and helped implement the first commercial paper program (State of Connecticut) for both cash flow and capital funding requirements.
- We were the first financial advisor to implement Build America Bonds (State of California) and we structured the Notices of Sales for subsequent competitive sales (Commonwealth of Virginia) that allowed underwriters to decide which maturities would be sold as BABs and which as tax-exempt bonds so that the issue would receive overall lowest True Interest Cost ("TIC").
- We developed the first tax-exempt asset-backed program in the nation (New York City Transitional Finance Authority, which has sold \$39.3 billion to date) supported by income and sales tax revenues.
- We structured the first competitive bidding of large bond issues by tranches with non-repeating maturities, so the winning bidders do not compete (State of California followed by the State of New York).

While PRAG's record of innovation illustrates the analysis and implementation strategies we use for all our clients nationally, we have presented examples of innovative problem solving we have developed or worked on for select Florida clients and the specific applicability to the Authority in our response to Question 4b.

4i. Clearly identify any subcontractor that may be utilized in providing Financial Advisory services and how such subcontractor would participate.

PRAG does not anticipate the use of any subcontractors for this engagement.

5. Key Personnel Experience and Ability (maximum of ten (10) pages):

- a. Identify the specific key personnel to be assigned to the Authority and their accessibility and availability.
- b. Designate the key personnel that will have the primary responsibility of managing the account;
- c. Provide a resume for each key personnel to be assigned to the Authority that includes the following:
 - i. Name, title, years of experience, office location and area of specialty;
 - ii. Describe relevant qualifications and experience, including licenses, accreditations and professional memberships; and
 - iii. Indicate the role each key personnel will play in the development of requested work products.
- d. Provide an organizational chart for the project team.

PRAG's people are our most important asset. PRAG has already successfully faced the biggest challenge to a professional services firm – moving from the founders to the next generation of management and implementing a process to ensure on-going professional development and maintain continuity of service to clients. At the end of 2014 one of our founding partners, William Cobbs, retired after almost 30 years with the firm. Mr. Cobbs' duties were assumed by the firm's current president, Steven Peyser. Mr. Cobb's interest in the firm was purchased by the other partners in 2015. This succession was planned, and there was no disruption in the provision of services to our clients.

In 2018, PRAG significantly expanded its Florida presence with the addition of Molly Clark, Natalie Sidor and Mickey Johnston. In 2019 Wendell Gaertner assumed responsibility for management of the Florida office from Marianne Edmonds. Ms. Edmonds had established her own advisory firm in 1997 which was acquired by PRAG in 2005. She remains a full-time partner with the firm. In 2021, Ms. Clark and Ms. Sidor were promoted to Senior Managing Directors and Mr. Johnston was promoted to Managing Director. As Senior Managing Directors, Ms. Clark and Ms. Sidor will become equity partners in the firm. We are confident our team in Florida will continue to serve our clients for the long-term.

ADVISORY TEAM. PRAG brings a team of senior advisors with extensive relevant experience and a new perspective to the Authority's engagement. PRAG has assigned three senior professionals to directly serve the Authority, with the support of our entire Florida office. The primary Project Manager serving the Authority will be Natalie Sidor, Senior Managing Director. Natalie will serve as the primary point of contact for the Authority. She will be responsible for the identification of needs and opportunities for the Authority and will coordinate the evaluation of various financial structures and alternatives. She will be fully supported by Wendell Gaertner, Senior Managing Director as Project Supervisor. As manager of the Florida office, Wendell will be responsible for executing all documents and ensuring that Natalie and the Authority have access to all of the necessary resources of the firm. Completing the primary service team, Mickey

Johnston, Managing Director, will serve as Transaction Manager and have responsibility for ensuring the efficient and successful implementation of all financings for the Authority.


PRAG advisors will be available as resources to the core team, either for market, credit, industry, or transactional information. We take pride in our team-based coverage approach, and we encourage the Authority to discuss our track record of responsiveness and accessibility with the references we have included in our response.

Notably, Natalie Sidor, Wendell Gaertner and Mickey Johnston all work closely throughout the State personally with the Authority’s Bond Counsel, Nabors Giblin & Nickerson (“Nabors”). PRAG has worked with Nabors on financings for the Cities of Tampa, Palmetto, and Palm Bay, as well as Hillsborough, Manatee, and Miami-Dade Counties among others. PRAG also has strong working relationships with the primary rate consultants, engineers, and other industry professionals throughout Florida. Our familiarity and working relationships with the Authority’s outside financial professionals will help PRAG efficiently interface with the Authority’s staff during both the planning and execution of the Authority’s financings.



Detailed resumes of our team, including general experience, Florida experience, education and professional involvement and achievements, are provided below:

PRAG's Florida Advisory Team - Key Advisory Team

Name and Title	Public Finance Experience - Professional Roles	Representative Utility Clients	Education/Certification
 <p>Natalie Sidor <i>Senior Managing Director</i></p>	<p>16 years</p> <ul style="list-style-type: none"> • Municipal Advisor • Investment Banker • Real Estate Development 	<ul style="list-style-type: none"> ▪ City of Clearwater ▪ City of Fort Myers ▪ City of Safety Harbor ▪ Hillsborough County ▪ Manatee County 	<ul style="list-style-type: none"> ▪ MBA, The Wharton School of the University of Pennsylvania ▪ BS, University of Tampa ▪ Series 50 (Municipal Advisor Rep.)

Natalie Sidor will serve as the primary contact person for the Authority. Natalie Sidor joined PRAG in 2018 bringing almost 15 years of public finance experience. At PRAG Natalie provides client management and transactional advisory services to general government, special district and higher education clients. Since joining PRAG, Natalie has advised on approximately \$400 million of utility financings, including bond issues, bank loans, lines of credit and a SRF loan refinancing for Fort Myers, Clearwater, Safety Harbor and Hillsborough County.

Formerly with Raymond James and Associates, Inc., Natalie provided investment banking and advisory services to clients throughout the Southeast and Florida, with a focus on cities, counties, utility authorities, transportation agencies and school districts.

During her time with Raymond James, Natalie was involved in the execution of \$4.5 billion of lead-managed municipal financings for state and local governments, primarily in Florida. She has served as senior manager or placement agent for numerous Florida municipalities, including Fort Myers, Sarasota, Clearwater, Charlotte County, Hernando County, Sumter County, Tampa Bay Water Authority and the Emerald Coast Utilities Authority, to name a few.


In addition to her extensive public finance experience, Natalie also has experience in real estate development and corporate finance. After receiving her M.B.A., Natalie was Finance and Investments Manager for The Sembler Company, a real estate development firm. Natalie began her career as an analyst in Corporate

Investment Banking for Wachovia Securities, participating in deal teams for mergers and acquisitions advisory, debt private placements, strategic studies and valuations.

Natalie is a founding member of the Florida Chapter of Women in Public Finance and currently serves as a member of the Executive Committee and Immediate Past President. Natalie also serves as a member of the University of Tampa (UT) Board of Fellows and as a member of UT’s Educational Affairs Committee.

Natalie received a B.S. degree from the University of Tampa with a double major in finance and economics. Also, Natalie earned an MBA from The Wharton School of the University of Pennsylvania.

Natalie holds a Series 50, Municipal Advisor Representative License.

Name and Title	Public Finance Experience - Professional Roles	Representative Utility Clients	Education/Certification
 <p>Wendell Gaertner <i>Senior Managing Director</i></p>	<p>32 years</p> <ul style="list-style-type: none"> • Municipal Advisor • Investment Banker • P3 Advisor • Commercial Banker 	<ul style="list-style-type: none"> ▪ Hillsborough County ▪ Manatee County ▪ Broward County ▪ Miami-Dade County ▪ Pinellas County 	<ul style="list-style-type: none"> ▪ MBA, Stetson University ▪ BS (General Honors), University of Miami ▪ Series 50 (Municipal Advisor Rep.) ▪ Series 54 (Municipal Advisor Principal)

Wendell Gaertner is a Senior Managing Director of PRAG. He joined the firm in 2013 and brings over three decades and multiple market cycles of experience in public finance at the local, regional, state and federal level. He will serve as the Project Supervisor for the Authority.

With a background in commercial banking, investment banking and financial advisory, Wendell offers PRAG’s clients extensive experience in tax-exempt and taxable municipal bonds, 144A corporate debt in public, private and global offerings, variable rate debt, swaps, letters of credit, bank debt and equity. Having spent decades as an investment banker, he brings a deep practical understanding of bond sales and pricing to his clients.


Mr. Gaertner has advised on the issuance of over \$3.7 billion of water and sewer debt in Florida over the past three years. His water and sewer experience includes the issuance of tax-exempt bonds, taxable bonds, subordinate bonds, bank loans and federal WIFIA loans. He has structured new money finances as well as current refundings, taxable advance refundings, forward refundings and cross-over refundings. He has developed bespoke financial models used to help determine the revenue increases necessary to meet the \$8.5 billion capital plan for Miami-Dade County's Water and Sewer Department. He helped design and implement utility commercial paper programs. He has advised on credit ratings strategy and implementation, resulting in upgrades for multiple utilities. Finally, he has assisted in the application, structuring, negotiation and rating of over \$1 billion of WIFIA loans for the Department.

In addition to providing transactional advice for debt issuances, Wendell has also provided strategic financial advisory services including development of long-term financial models, creation of interim funding strategies, evaluation of public-private partnership opportunities and Value for Money analyses.

Recognized as a leader in complicated, innovative financings, he was lead banker on financings selected by Project Finance Magazine as "North American Public Private Partnership Deal of the Year" for the \$1.6 billion privatization of military housing in Hawaii, and "North American Real Estate Deal of the Year" for the first-ever privatization of the Army's on-post hotel assets. He has been a regular speaker at Bond Buyer conferences and has also spoken at conferences for Standard & Poor's, the Florida Council for Public Private Partnerships and other organizations.

Prior to joining PRAG Wendell served as an investment banker and financial advisor with Merrill Lynch, Banc of America Securities and Raymond James. He began his career as a commercial banker with Barnett Bank.

Wendell received a B.S. in Chemistry with General Honors from the University of Miami in Coral Gables and an MBA from Stetson University. He currently holds a Series 50, Municipal Advisor Representative and a Series 54, Municipal Advisor Principal Licenses.

Name and Title	Public Finance Experience - Professional Roles	Representative Clients	Education/Certification
 <p>Mickey Johnston <i>Managing Director</i></p>	<p>13 years</p> <ul style="list-style-type: none"> • Municipal Advisor • Financial Analyst • Private Equity Analyst 	<ul style="list-style-type: none"> ▪ Florida League of Cities ▪ City of Auburndale ▪ City of Belleair Beach ▪ Village of Pinecrest ▪ City of Asbury Park, NJ ▪ City of Newark, NJ 	<ul style="list-style-type: none"> ▪ BBA, James Madison University ▪ Series 50 (Municipal Advisor Rep.)

Michael “Mickey” Johnston joined PRAG in 2018 after spending over ten years advising municipalities, authorities, redevelopment agencies and school districts across the State of New Jersey where he managed the financial analysis group for Lerch, Vinci & Higgins, a municipal accounting firm. Mickey will serve as Transaction Manager for the Authority.

Earlier this year Mickey served as Transaction Manager for Hillsborough County’s \$155,155,000 Utility Revenue Bonds, Series 2021A and \$19,780,000 Utility Refunding Revenue Bonds, Series 2021B.

Mickey’s prior experience includes assisting municipal clients on a variety of business matters such as the negotiation and implementation of redevelopment and payment-in-lieu-of-tax (PILOT) agreements, water privatization contract negotiations, labor negotiations, and budget planning. Mickey supported the Bergen County Utilities Authority with the development of its annual Water Pollution Control and Solid Waste Management operating and capital budgets. Mickey also worked closely with the BCUA Executive Director and CFO on other strategic initiatives for the Authority including the establishment of Sewer Connection Fees for new hook-ups to the Water Pollution Control system.

Since joining PRAG, Mickey has played a key role in advising the Florida Municipal Loan Council and its member cities on both bond and bank loan


transactions. He is active in building custom Excel models for clients and structuring cash flows using the industry-standard DBC software.

As part of the PRAG team, Mickey recently advised Hillsborough County on its issuance of Wastewater Impact Fee Assessment Special Assessment Bonds which provided funds for various wastewater projects throughout the County. Mickey also actively supports the Miami-Dade County Water and Sewer Department on debt transactions including short-term notes in connection with its \$400 million Commercial Paper program.

Over the past year, Mickey has leveraged his prior experience by providing the City of Newark (N.J.), the largest city in New Jersey, with support concerning tax abatement agreement analysis and negotiation. He works closely with the City’s Economic & Housing Development department to execute financial agreements between the City and developers.

In addition to his work in public finance, Mickey also gained valuable experience as a Manager of Financial Analysis at The Blackstone Group, one of the world’s leading investment firms, in New York City.

Mickey earned his B.B.A. in Finance from James Madison University. He holds a Series 50, Municipal Advisor Representative License.

Name and Title	Public Finance Experience - Professional Roles	Representative Utility Clients	Education/Certification
 <p>Molly Clark <i>Senior Managing Director</i></p>	<p>20 years</p> <ul style="list-style-type: none"> • Municipal Advisor • Investment Banker • Corporate Trust Analyst 	<ul style="list-style-type: none"> ▪ City of Fort Myers ▪ Pinellas County ▪ Broward County ▪ Miami-Dade County 	<ul style="list-style-type: none"> ▪ BA, Carleton College ▪ Series 50 (Municipal Advisor Rep.)


Ms. Clark is a Senior Managing Director of PRAG. She joined the firm in 2018 and brings 20 years of public finance experience. Ms. Clark provides client management and transactional support to utility and general government clients throughout the State. Formerly with Wells Fargo Securities and RBC as an investment banker, Ms.

Clark has supported Florida issuers through the financing process for the full spectrum of debt structures. She brings a complete understanding of debt structuring and the bond issuance and pricing processes, as well as an appreciation for the nuances of working with utility systems.

Ms. Clark works closely with large utility issuers including the County, Broward County, and Pinellas County. She is involved in planning, structuring, modeling, and executing tax-exempt and taxable financings through the capital and bank markets. Drawing on her experience at Wells Fargo as a liaison between municipal issuers and both the investor community and the bank’s government banking team, Ms. Clark is adept in structuring debt issuances designed for both the capital markets and the bank markets, and is familiar with the different investor preferences in each market.

Ms. Clark is a founding member of the Florida Chapter of Women in Public Finance (FWPF) and currently serves on the Board as Communications Chair. Prior to her career in public finance, Ms. Clark began her career at Northern Trust Bank in Chicago. Ms. Clark received a B.A. degree in economics cum laude from Carleton College.

Molly holds a Series 50, Municipal Advisor Representative License.

Name and Title	Public Finance Experience - Professional Roles	Representative Clients	Education/Certification
 <p>Marianne Edmonds <i>Senior Managing Director</i></p>	<p>39 years</p> <ul style="list-style-type: none"> • Municipal Advisor • Investment Banker • Educator 	<ul style="list-style-type: none"> ▪ State of Florida ▪ Miami-Dade County Housing Fin. Authority ▪ Brevard County Housing Fin. Authority ▪ Polk County Housing Fin. Authority 	<ul style="list-style-type: none"> ▪ MBA, The Wharton School of the University of Pennsylvania ▪ BA, Northwestern University ▪ Series 50 (Municipal Advisor Rep.) ▪ Series 54 (Municipal Advisor Principal)

Marianne has been an independent municipal advisor since the early 1990s and is one of the most experienced advisors in Florida, providing a comprehensive knowledge base of Florida public finance. A former educator, she is particularly

respected for her ability to understand and communicate financial issues as well as her integrity as a financial advisor.

During her tenure in public finance Marianne has developed and implemented financing plans for general governmental capital projects, utility systems, resource recovery plants, housing, and sports facilities, among others, and has worked with a variety of financing structures including long term debt, short term debt including commercial paper, leases and bank loans. She is familiar with the security sources available to Florida local governments, including ad valorem revenues, non-ad valorem revenues, system revenues, user fees, sales taxes, P3s, and the covenant to budget and appropriate from legally available revenues.

6. Disclose the nature and magnitude of any litigation or regulatory action filed or settled against the Consultant in its role as financial advisor in the last three (3) years and the resolution thereof.

Neither PRAG nor any of its employees have been or are currently involved in any litigation brought forward by any governmental agency related to the professional activities of the firm.

7. Disclosure of whether Consultant previously represented or currently represents Charlotte, DeSoto, Manatee or Sarasota Counties, and/or the City of North Port ("Customers"), in any capacity, and description of such representation, if applicable;

PRAG serves a wide variety of other clients that may, from time to time, have interests that could have a direct or indirect impact on the interests of another PRAG client. These other clients may, from time to time and depending on the specific circumstances, have competing interests. In acting in the interests of its various clients, PRAG could potentially face a conflict of interest arising from these competing client interests.

PRAG has represented Manatee County as Financial Advisor since 2017. The County has recently extended its contract with PRAG through March 2023.

With respect to all of the conflicts disclosed above, PRAG mitigates such conflicts through its adherence to its fiduciary duty to the client, which includes a duty of loyalty to the client in performing all municipal advisory activities. This duty of loyalty obligates PRAG to deal honestly and with the utmost good faith with you and to act in your best interests without regard to PRAG's financial or other interests.

PRAG does not believe our representation of the Authority and of Manatee County would create a conflict. If PRAG becomes aware of any additional potential or actual conflict of interest prior to, or during an engagement, PRAG will disclose the detailed information in writing within a timely manner.

8. Disclosure of any current litigation the Consultant is a) a party to, or b) directly or indirectly involved (e.g., retained for testimony and expertise on behalf of any other entity; subpoenaed; etc.) that is against the Authority or any of the Customers, and a description of such litigation, if applicable;

Neither PRAG nor any of its employees have been or are currently involved in any litigation brought forward by any governmental agency related to the professional activities of the firm.

9. Disclose if the Consultant is involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the Consultant under federal bankruptcy law or any state insolvency law.

PRAG has never been or is currently involved in any ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding. No trustee or receiver has been appointed over all or a substantial portion of the property of the Consultant under federal bankruptcy law or any state insolvency law.

10. Required forms (**see copies attached below**):

- Project Manager and Project Team/Key Personnel Form;
- Signed Sworn Statement under Section 287.133(3)(a), Florida Statutes, on Public Entity Crimes;
- Reference Forms (minimum of three (3) completed reference forms)
- E-Verify Affidavit and Required Evidence
- Exhibit B - Fee Schedule

**PROJECT MANAGER AND PROJECT TEAM/KEY PERSONNEL
for
FINANCIAL ADVISORY SERVICES**

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

<u>Person’s Name</u>	<u>Job Classification</u>	<u>Area of Expertise</u>	<u>Employer</u>	<u>Office Location</u>
<u>Wendell Gaertner</u>	<u>Senior Managing Director</u>	<u>Project Supervisor</u>	<u>Public Resources Advisory Group, Inc</u>	<u>St. Petersburg, FL</u>
<u>Natalie Sidor</u>	<u>Senior Managing Director</u>	<u>Project Manager</u>	<u>Public Resources Advisory Group, Inc</u>	<u>St. Petersburg, FL</u>
<u>Molly Clark</u>	<u>Senior Managing Director</u>	<u>Credit Support</u>	<u>Public Resources Advisory Group, Inc</u>	<u>St. Petersburg, FL</u>
<u>Marianne Edmonds</u>	<u>Senior Managing Director</u>	<u>Strategic Support</u>	<u>Public Resources Advisory Group, Inc</u>	<u>St. Petersburg, FL</u>
<u>Michael Johnston</u>	<u>Managing Director</u>	<u>Transactional Manager</u>	<u>Public Resources Advisory Group, Inc</u>	<u>St. Petersburg, FL</u>
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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 Wendell G. Gaertner, Senior Managing Director
(Print individual's name and title)

for Public Resources Advisory Group, Inc
(Print name of entity submitting sworn statement)

whose business address is 150 Second Avenue North, Suite 400, St. Petersburg, FL 33701

and (if applicable) its Federal Employer Identification Number (FEIN) is 13-3266119
(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 with 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.
5. 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 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.

EXHIBIT B
FEE PROPOSAL

The following fees are submitted to provide services set for in this RFP. Fees shall be presented as a price per \$1,000 of par value issued in each of the cumulative ascending levels of debt in any issuance. The debt groupings presented must be used without alteration. Proposers are not required to offer a fee proposal for each requested grouping, debt level, or minimum or maximum amount. Proposed fees will be considered in selecting a Financial Advisor.

FEE PROPOSAL PER \$1,000 UPON SUCCESSFUL CLOSING:

Minimum fee for a successful closing of bonded debt: \$ \$20,000 (if there is no minimum, please indicate “no minimum”)

Maximum fee for a successful closing of bonded debt: \$ No Maximum (if there is no maximum, please indicate “no maximum”)

Par Value of Bond Issued	Fee per \$1,000
\$0 to \$20,000,000	\$1.00
\$20,000,001 to \$40,000,000	\$0.80
\$40,000,001 to \$60,000,000	\$0.70
\$60,000,001 to \$80,000,000	\$0.60
Over \$80,000,001	\$0.50

Bank Loan: Fees for assistance with bank loans will be issued on a flat fee basis.
Fee per issue: \$ \$17,500

Lines of Credit: Fees for assistance with lines of credit will be issued on a flat fee basis.
Fee per issue: \$ \$17,500

HOURLY FEE PROPOSAL TABLE

Unrelated to a specific debt issue, consulting services may be requested by the Authority and contracted for on an hourly rate basis. Proposer must specify hourly rates for individuals assigned to special services, such as partner, senior officer, professional staff, junior staff and support staff or as a flat monthly retainer.

Position	Rate per Hour
Senior Managing Director	\$275
Managing Director	\$225
Vice President	\$175
Assistant Vice President/Associate	\$150
Analyst	\$100

Flat Monthly Retainer: \$ \$800 /month (if there is no retainer proposed, please indicate “no retainer”; if there is a retainer, describe what services & time commitment from your employees are covered by the retainer)

Attachment A

PRAG's proposed fee schedule for debt issuance related services and non-transactional fees is presented in Exhibit B. PRAG would apply the same fee structure for competitive or negotiated bond sales. The analysis of the method of sale will not impact our fee. PRAG does recommend, however, that the Authority consider using a disclosure counsel to prepare the offering documents for a competitive sale. Given the heightened regulatory environment surrounding disclosure, PRAG believes that having counsel prepare the offering documents is the best course of action. If it is the Authority's preference that PRAG prepare any offering document we would negotiate a separate fee for each instance based on the level of disclosure required, the time since the Authority's most recent offering document, and other specifics of the financing.

Due to PRAG's business model of serving our clients with senior and experienced personnel, PRAG is often engaged to advise on non-bond related projects, or for projects in which a debt financing is not imminent. For such cases PRAG would propose the hourly fee schedule as detailed in Exhibit B. Any consulting services would be at the direction of the Authority and could include non-bond related financial analysis, public-private-partnership advisory services, review of debt and investment policies, and preparation of any annual bond report. PRAG investment advisory services are limited to the investment of bond proceeds. Fees for non-transactional consulting services will be invoiced monthly. PRAG bills in quarter hour increments.

In lieu of an hourly rate structure, the Authority could opt for an annual retainer, paid quarterly. The retainer as proposed in Attachment A would cover up to 12 hours of general advisory services per quarter, as requested by the Authority. Specific non-bond projects, as requested by the Authority, requiring additional services and/or time commitment beyond the annual retainer would be billed at the proposed hourly rates. PRAG is willing to negotiate special fee arrangements for special projects which may arise during the course of the contract.

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
February 2, 2022

REGULAR AGENDA
ITEM 1

Water Supply Conditions

Presenter - Richard Anderson, Director of Operations

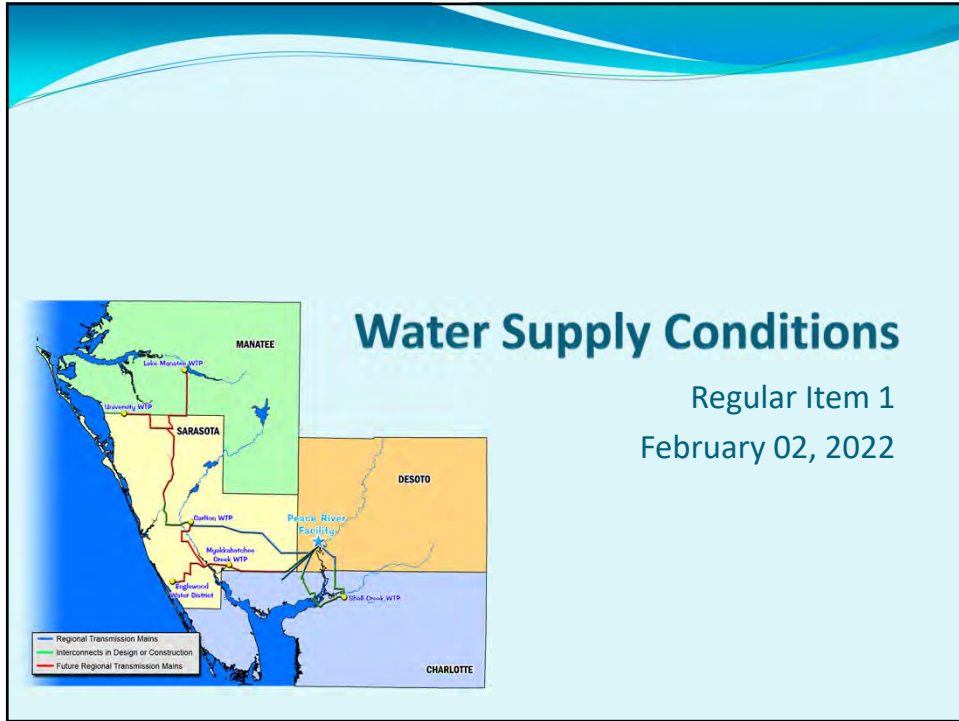
Recommended Action - **Status Report.** This item is presented for the Board's information and no action is required.

Water Supply Conditions at the Peace River Facility as of January 18, 2022.

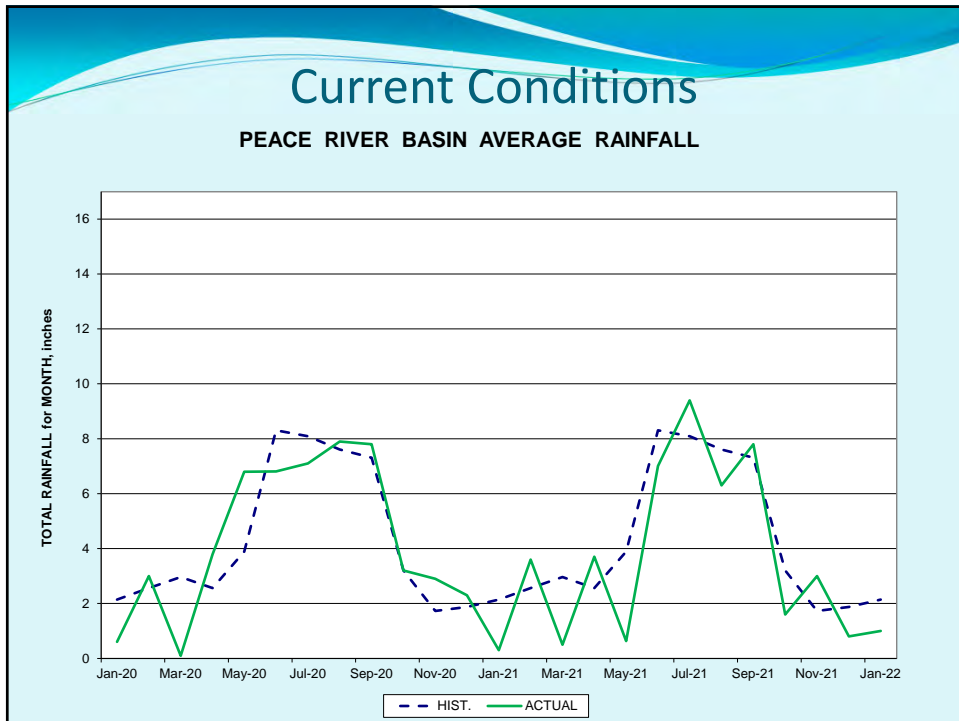
- Water Supply Quantity: Excellent
- Treated Water Quality: Excellent

January Water Demand	30.09 MGD
January River Withdrawals	15.38 MGD
<u>Storage Volume:</u>	
Reservoirs	6.33 BG
ASR	<u>8.66 BG</u>
Total	14.99 BG

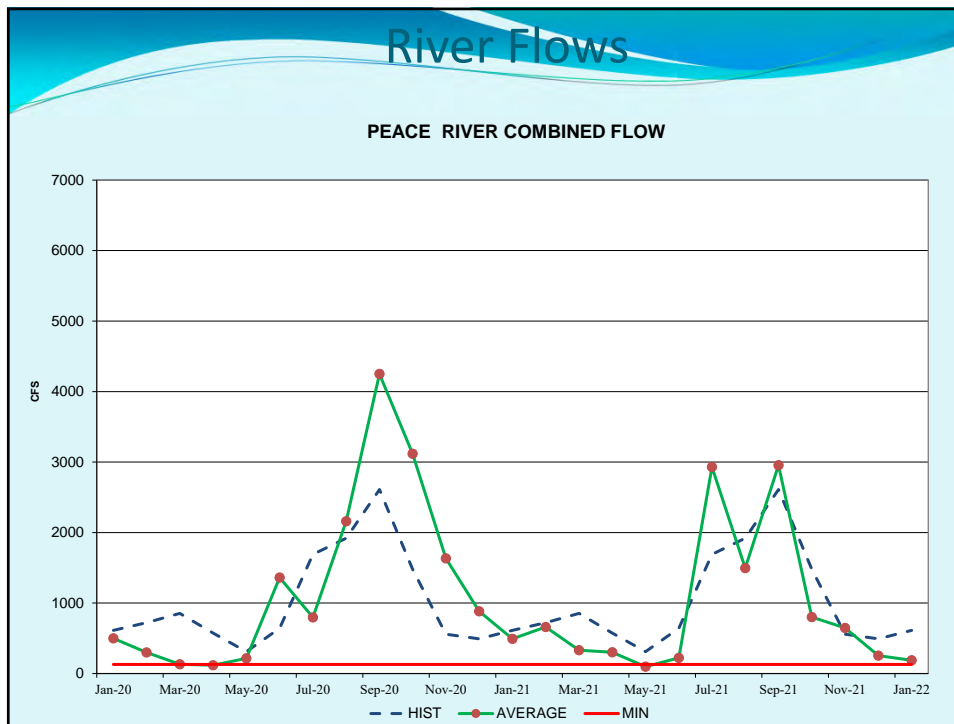
Attachments:
Presentation Materials



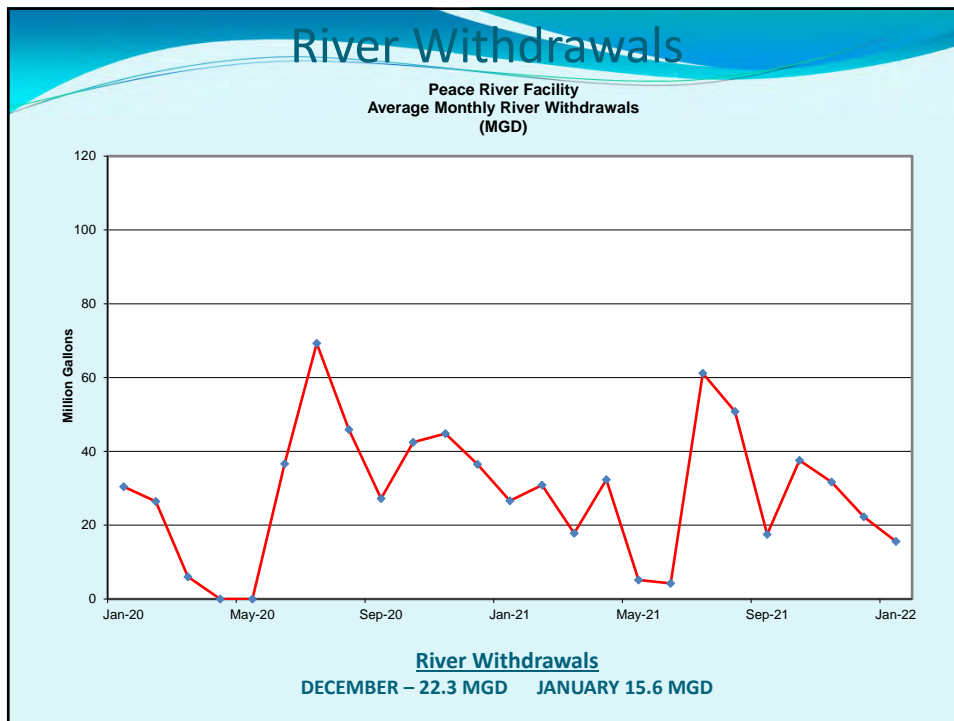
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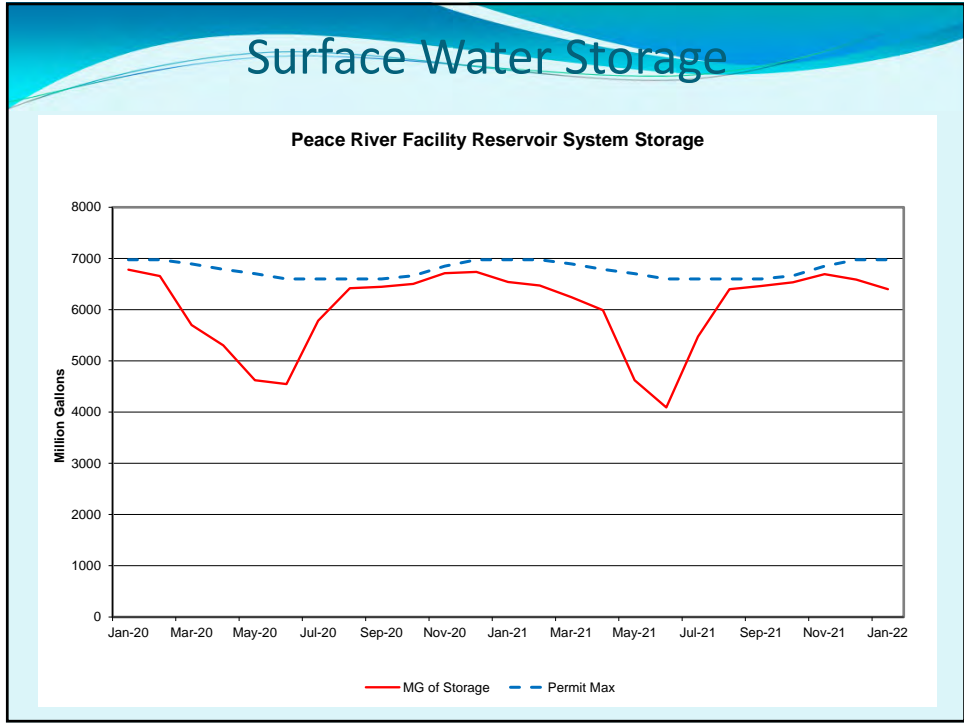


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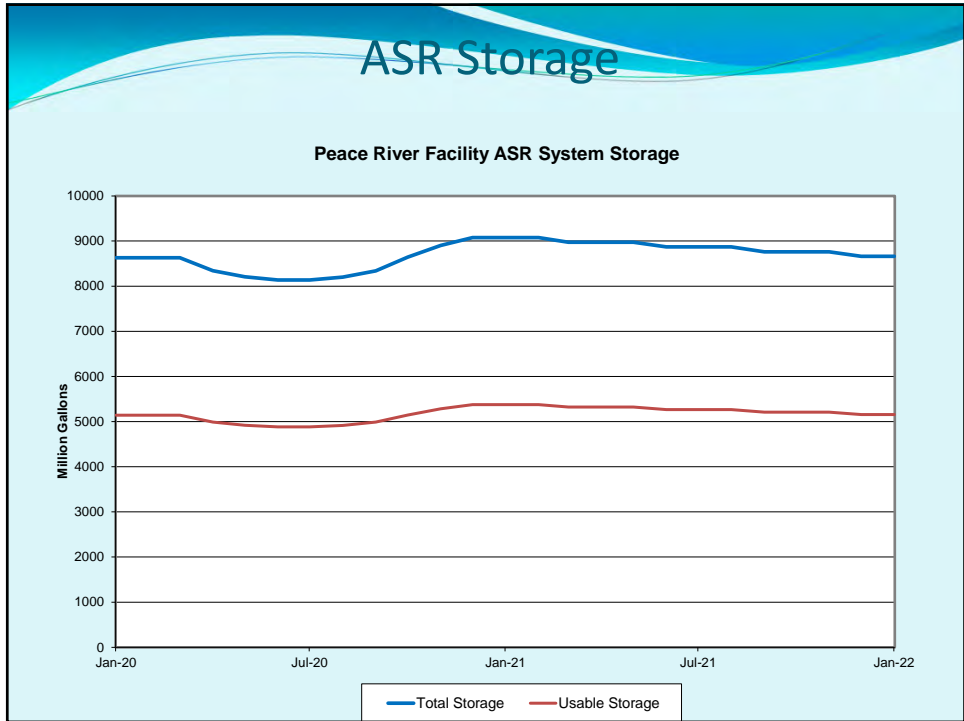
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Surface Water Storage

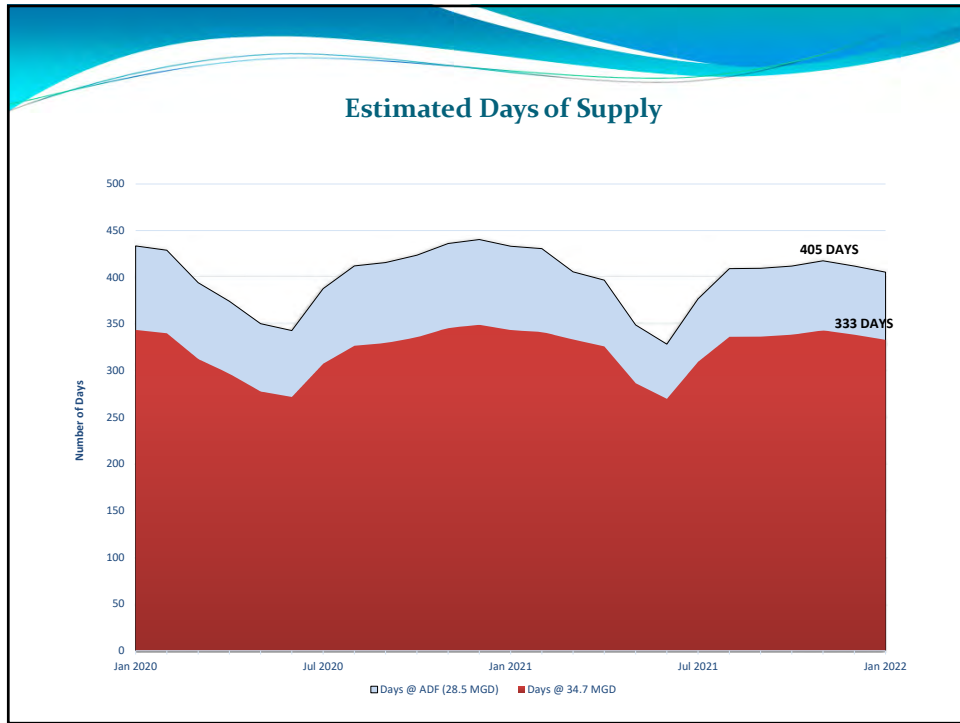


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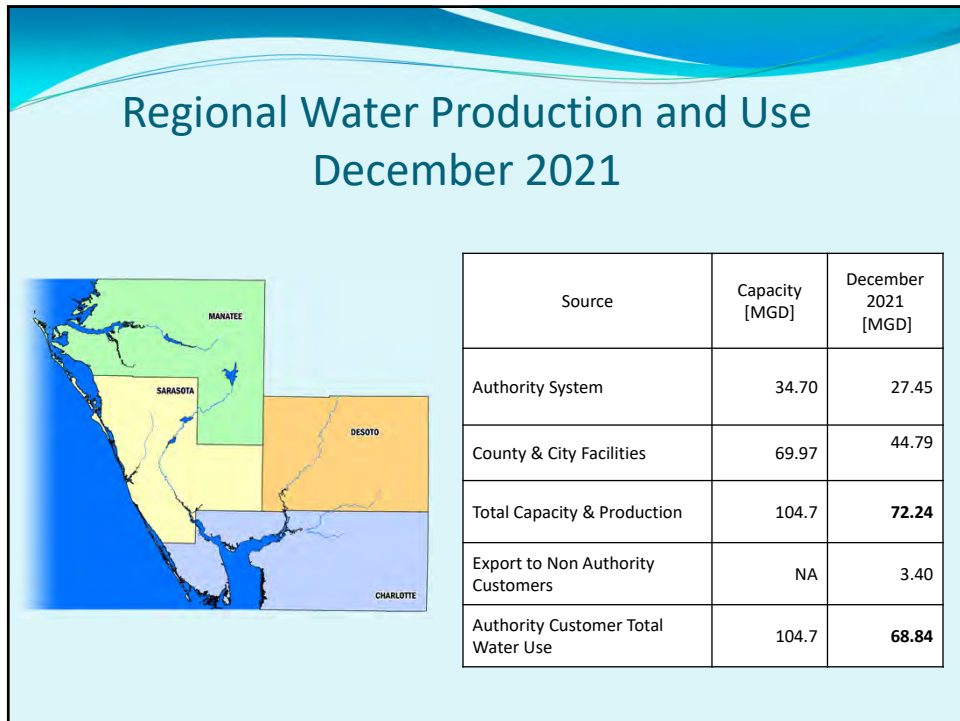
ASR Storage



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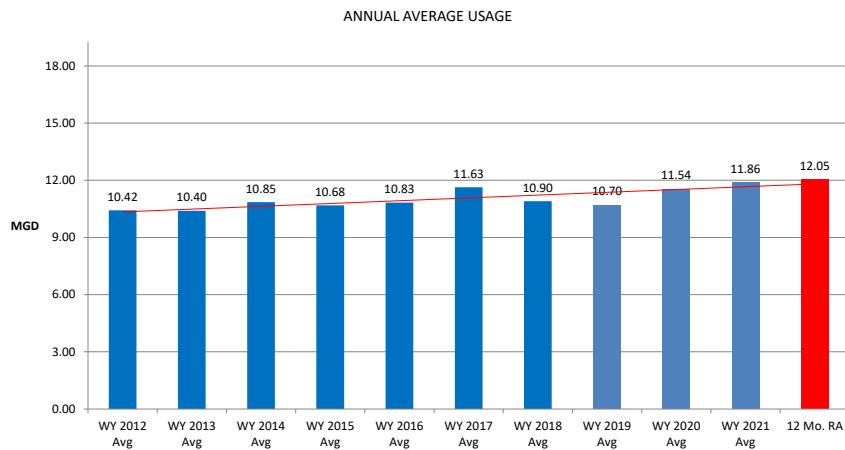
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Charlotte County

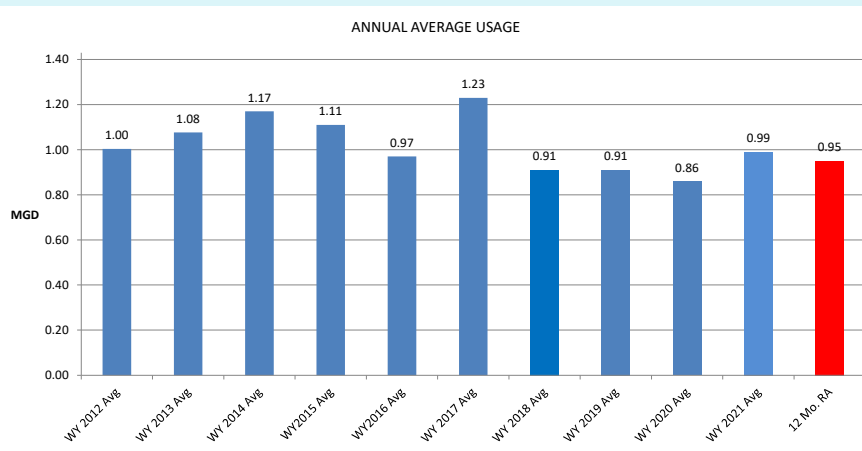
SOURCE	CAPACITY [MGD]	DECEMBER 2021 [MGD]	% UTILIZED
Peace River Facilities	16.10	11.67	72%
Charlotte Self Supply	3.17	0.51	16%
TOTAL	19.27	12.18	63%



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Desoto County

SOURCE	CAPACITY [MGD]	DECEMBER 2021 [MGD]	% UTILIZED
Peace River Facilities	0.675	0.53	78%
Desoto Self Supply	0.75	0.31	41%
TOTAL	1.425	0.84	59%

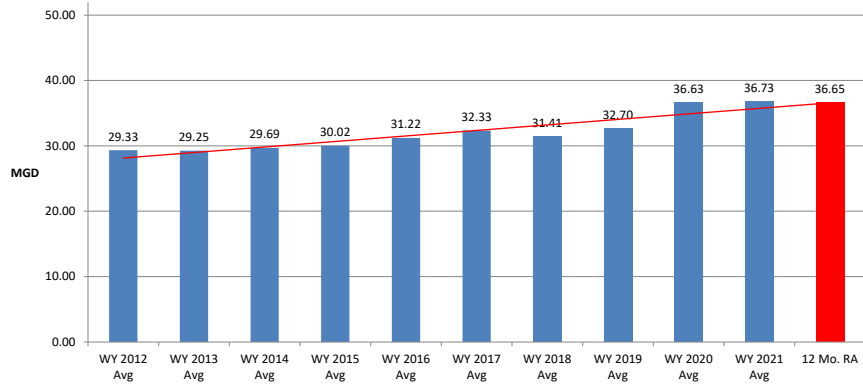


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Manatee County

SOURCE	CAPACITY [MGD]	DECEMBER 2021 [MGD]	% UTILIZED
Manatee Self Supply	52.00	37.05	71%
Export to Sarasota Co.	NA	3.97	
Export to Others	NA	3.40	
TOTAL	52.00	44.42	85%

ANNUAL AVERAGE USAGE

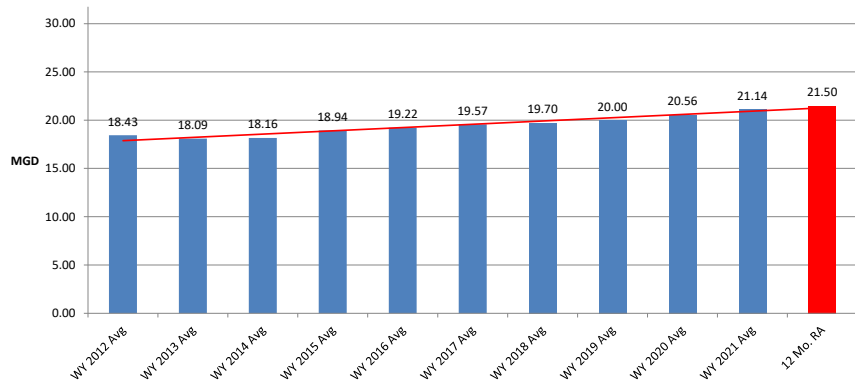


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Sarasota County

SOURCE	CAPACITY [MGD]	DECEMBER 2021 [MGD]	% UTILIZED
Peace River Facilities	15.06	12..82	85%
Import from Others	5.00	3.88	77%
County Self Supply	10.52	5.56	53%
TOTAL	33.58	22.26	66%

ANNUAL AVERAGE USAGE

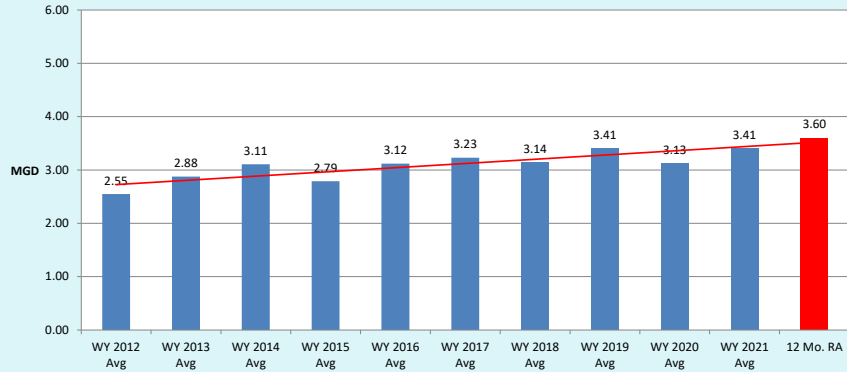


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North Port

SOURCE	CAPACITY [MGD]	DECEMBER 2021 (MGD)	% UTILIZED
Peace River Facilities	2.865	2.43	85%
North Port Self Supply	3.30	1.36	41%
Water Exchanged	N/A	0.09	
TOTAL	6.165	3.87	62%

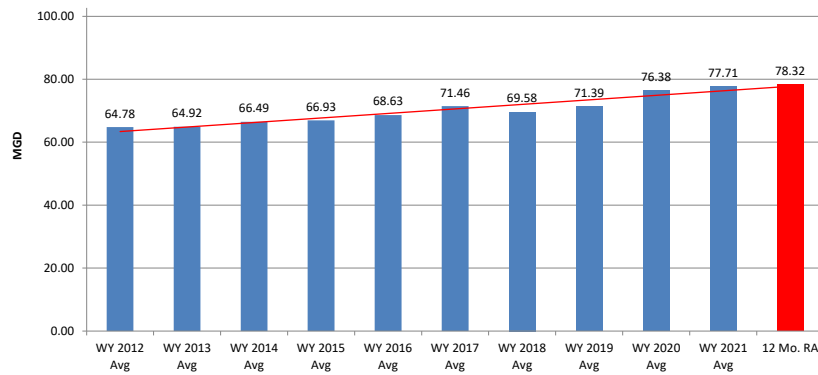
ANNUAL AVERAGE USAGE



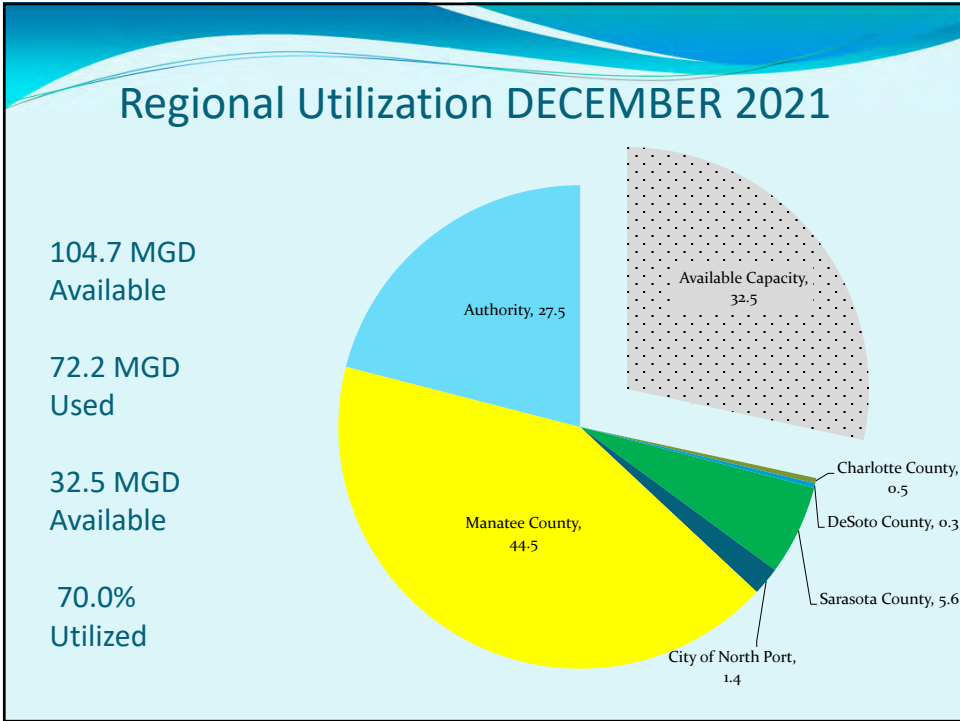
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Regional Demand

REGIONAL ANNUAL AVERAGE



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PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
February 2, 2022

REGULAR AGENDA
ITEM 2

**FY 2021 Annual Comprehensive Financial Report and
Independent Auditors' Report**

Presenter -

Ann Lee, Finance & Budget Senior Manager
Tiffany Mangold, CPA, Purvis Gray & Company

Recommended Action -

Motion to receive and file 'Peace River Manasota Regional Water Supply Authority FY 2021 Annual Comprehensive Financial Report and Independent Auditors' Report' as submitted and approve its submittal to the GFOA Certificate of Achievement for Excellence in Financial Reporting Program, pending the changes related to GASB 68.

The firm of Purvis Gray & Company completed the annual audit of the Authority's financial records for the fiscal year ending September 30, 2021. There were no matters involving the internal control over financial reporting or significant deficiencies in operation noted in the audit that would be considered a material weakness.

Staff recommends the Board 'receive and file' the Annual Comprehensive Financial Report and Independent Auditors' Report of the Authority for period ending September 30, 2021 and approve its submittal to the GFOA Certificate of Achievement for Excellence in Financial Reporting Program, pending the changes related to GASB 68.

Budget Action: No Action Needed

Attachments:

Tab A FY 2021 Annual Comprehensive Financial Report and Independent Auditors' Report [DRAFT]
Tab B Presentation Materials

**FY 2021 Annual Comprehensive Financial Report and Independent Auditors' Report
TAB A
[DRAFT]**



Peace River Manasota

Regional Water Supply Authority

Annual Comprehensive Financial Report

Fiscal Year Ended September, 30 2021



PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
LAKEWOOD RANCH, FLORIDA

ANNUAL COMPREHENSIVE FINANCIAL REPORT

FOR THE FISCAL YEAR ENDED

SEPTEMBER 30, 2021

Prepared by:

Department of Finance & Administration
Ann Lee, MBA, CGFO
Finance & Budget Senior Manager

Peace River Manasota Regional Water Supply Authority
 Annual Comprehensive Financial Report
 For the Fiscal Year Ended September 30, 2021

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Peace River Manasota Regional Water Supply Authority
Annual Comprehensive Financial Report
For the Fiscal Year Ended September 30, 2021

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INTRODUCTORY SECTION

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

Hon. Bill Truex
Charlotte County

Hon. Elton A. Langford
DeSoto County

Hon. George Kruse
Manatee County

Hon. Alan Maio
Sarasota County

Mike Coates, P.G., Executive Director

February 2, 2022

The Honorable Board of Directors
Peace River Manasota Regional Water Supply Authority
9415 Town Center Parkway
Lakewood Ranch, FL 34202

We are pleased to present the Annual Comprehensive Financial Report for the year ended September 30, 2021. The financial statements are audited in conformity with Chapter 166.241(1), Florida Statutes, and Chapter 10.550 of the Rules of the Auditor General of the State of Florida. Management assumes full responsibility for the completeness and reliability of the information contained in this report, based upon a comprehensive framework of internal controls that it has established for this purpose. Because the cost of internal controls should not exceed anticipated benefits, the objective is to provide reasonable, rather than absolute, assurance that the financial statements are free of any material misstatements.

Authority policy requires that an independent certified public accounting firm, approved by the Board, audit the financial statements on an annual basis. The Authority auditors, Purvis Gray, have issued an unmodified (or clean) opinion on the Agency's financial statements for fiscal year ended September 30, 2021.

Management's Discussion and Analysis ("MD&A") immediately follows the independent auditor's report and provides a narrative introduction, overview, and analysis of the basic financial statements. The MD&A complements this letter of transmittal and should be read in conjunction with it.

Government Profile

The Peace River Manasota Regional Water Supply Authority (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 public health, safety, economy and quality of life.

The Authority is an independent special district created and existing pursuant to Chapter 373, Florida Statutes, and Chapter 163, Florida Statutes by an interlocal agreement executed between Charlotte, DeSoto, Manatee and Sarasota Counties. The interlocal agreement was most recently amended in 2005 (Second Amended Interlocal Agreement Creating the Peace River Manasota Regional Water Supply Authority; October 5, 2005).

The boundaries of the Authority consist of all of DeSoto, Manatee and Sarasota Counties and those parts of Charlotte County which are under the jurisdiction of the Southwest Florida Water Management District, a region of roughly 1,000,000 residents. The Board of Directors of the Authority consists of one representative of Charlotte County, DeSoto County, Manatee County and Sarasota County that is a commissioner on the board of county commissioners for each respective county. Each representative is appointed by and serves at the pleasure of their respective Board of County Commissioners. The Authority Board of Director's officers consist of a chair and vice chair. The Board of Directors is vested with all the powers of the Authority.

The Authority owns and operates the Peace River Facility located in southwest DeSoto County. The Peace River Facility is a 51 MGD (million gallons per day) surface water treatment facility utilizing the Peace River as a water source. Water is withdrawn from the Peace River in accordance with a withdrawal schedule established by the Southwest Florida Water Management District in a water use permit issued to the Authority to protect the downstream estuary and Charlotte harbor. The Authority owns and operates an off- stream reservoir system with 6.5 billion gallons of storage capacity and an Aquifer Storage and Recovery (ASR) system consisting of 21 ASR wells.

The Authority currently maintains a network of approximately 80 miles of transmission pipelines for delivery of treated drinking water to its member governments and customers. The Authority also has interconnects with other water systems: City of North Port Utilities and the City of Punta Gorda utilities. 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.

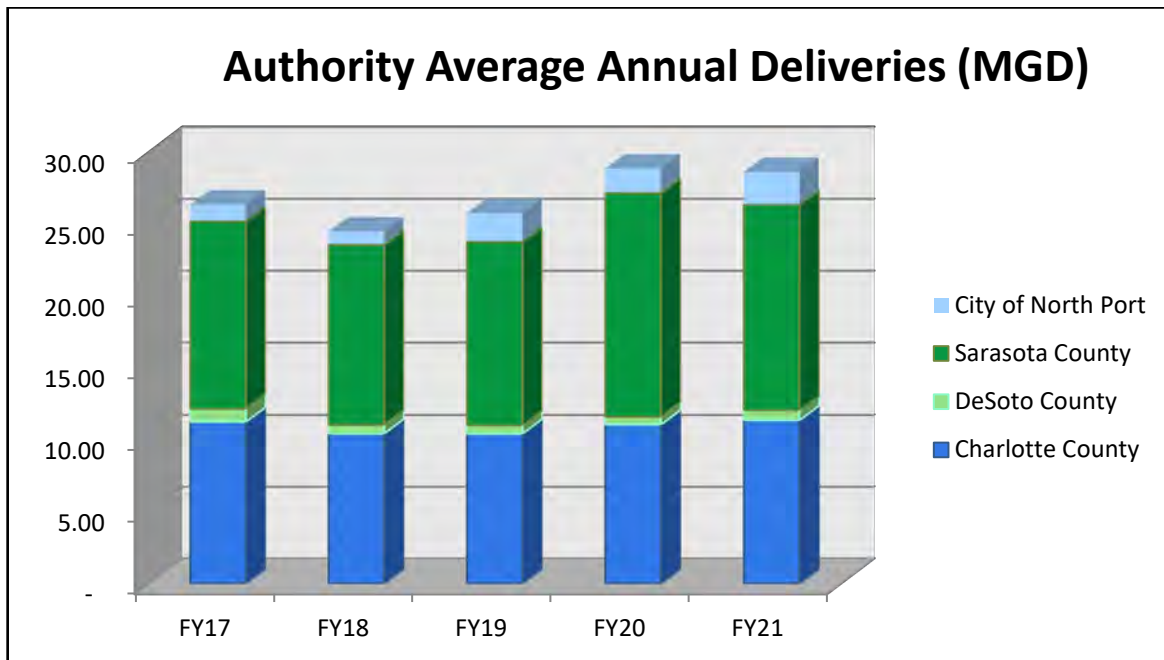
The Authority's 5-year Capital Improvement Program (CIP) and 20-year Capital Needs Assessment (CNA) identifies construction of 72 miles of additional interconnecting pipelines to support regional reliability, provide supplies to meet growing needs, share resources to the benefit of all residents in the four- county service area, and ensure that public water supply is provided in an environmentally sustainable manner.

Local Economy and Demand Trends

The information presented in the financial statements is best understood when it is considered from the broader perspective of the environment in which the Authority functions. The Authority provides water to its member counties (Charlotte, DeSoto & Sarasota Counties) and a contract customer, the City of North Port. Manatee County is also a member, but they do not currently receive water from the Authority. Demand projections indicate that Manatee County will require water from the Authority commencing in 2037. An estimated 500,000 people receive water from the Authority through their local providers every day.

According to customer demand projections, the potable water needs of the Authority’s customers in the region are expected to grow at an annual average rate of 1.5% over the next 20 years. The projected annual demand increase is consistent with the population projections from the Bureau of Economics and Business Research (BEBR) at the University of Florida which reflect a growth rate for Charlotte, DeSoto, Manatee and Sarasota Counties of 30% thru 2045 (1.22% annually for 2020-2045). This positive trend is also reflected in the Authority’s actual average MGD to our customers. The Authority has seen a 2% average annual growth in delivered quantities over the last five years and expects the steady growth of the region to continue into the future.

As a wholesale water utility, the Authority has remained largely unaffected by the economic impacts of the COVID-19 pandemic. There have not been any material changes to budgeted revenues or expenses for both prior or upcoming fiscal years and policies have been implemented to ensure the safety and welfare of the Authority staff and public.



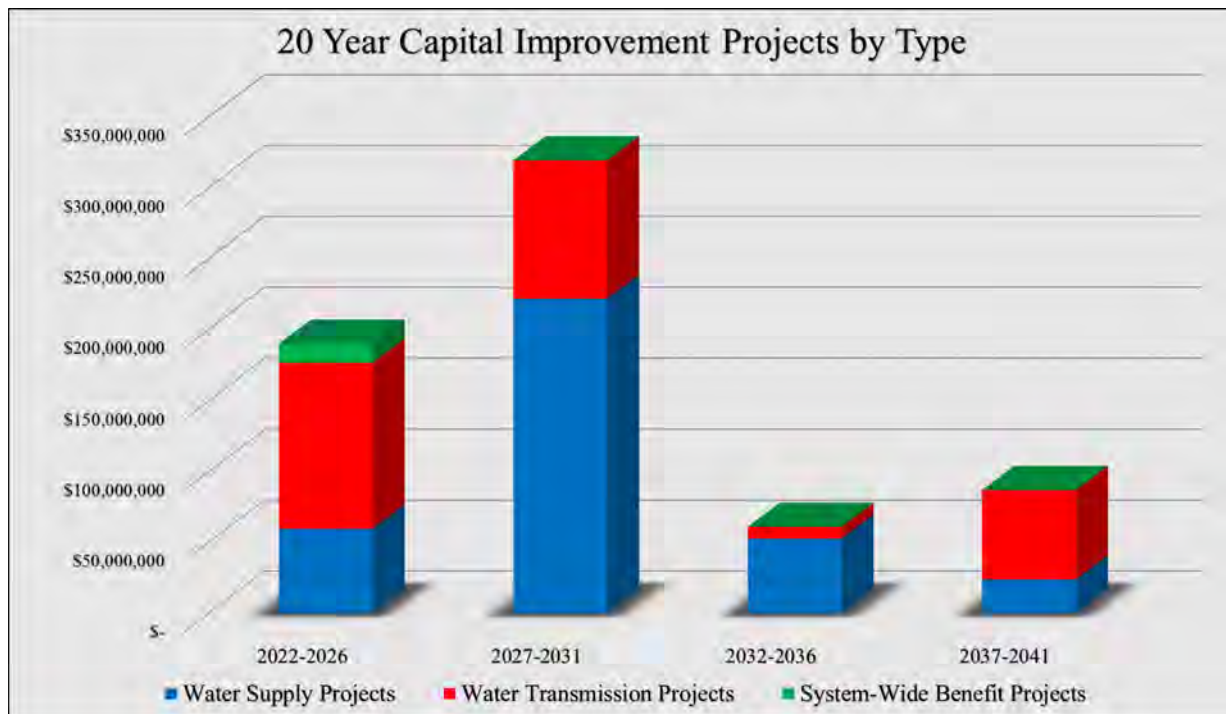
Long Term Planning and Major Initiatives

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 in such a manner as will give priority to reducing adverse environmental effects.

In February 2021, as part of the Authority's statutory mandate, the Authority Board of Directors formally adopted the revised Strategic Plan as well as an updated vision statement which states that *"Through cooperation and collaboration the Authority and its Customers shall create, maintain and expand a sustainable, interconnected regional water supply system."* The updated Strategic Plan includes four core values: Cooperation and Collaboration, Resiliency, Financial Stability and Leadership and Water Advocacy as well as specific goals and objectives associated with each core value.

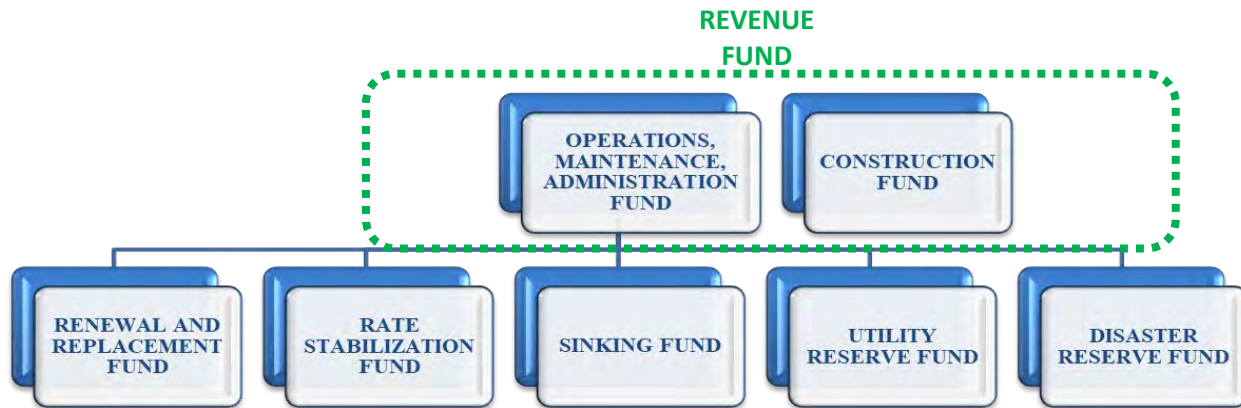
As part of the Strategic Plan implementation, the Authority has completed several large master plans and studies including Water Quality Master Plan, Integrated Regional Water Master Plan 2020, Peace River Facility Site Master Plan, as well as collaborating with member and non-member governments on emergency planning and future water needs. In 2019, the Authority completed the collaborative effort to establish regional emergency SOP's and has continued the planning of further expansion of the Peace River Facility and Reservoir systems to ensure future water demands are met in a sustainable and environmentally responsible manner.

As part of the Authority's long term planning initiatives, a comprehensive 5 year Capital Improvement Program (CIP) as well as a 20 year Capital Needs Assessment (CNA) is created and updated annually. The CIP and CNA plans were most recently updated and approved by the Authority Board in June 2021. The 5 year CIP plan reflects infrastructure investment of roughly \$189.9 million comprised of \$116.9 million of water transmission projects, \$60 million of water supply projects and \$13 million of common benefit projects. The 20 year CNA program, which includes the 5 year CIP plan, reflects potential infrastructure investments of \$657 million comprised of \$286 million of water transmission projects, \$358 million of water supply projects and \$13 million of common benefit projects. Should all of the current projects come to fruition; the Authority will have completed 72 miles of additional pipeline to interconnect the region as well as adding 10 billion gallons of additional storage capacity and 23 million gallons per day of expanded treatment capacity. Additional information regarding the Authority's long term planning may be found on the Authority website.



Fund Structure Overview

The Authority consists of one Enterprise Fund that for accounting purposes is broken into additional funds and accounts.



Revenue Fund:

The Revenue Fund is the initial depository for all Authority revenues. The 'Revenue Fund' is divided into Operations, Maintenance & Administration Fund and Construction Fund.

Operations, Maintenance & Administration Fund:

The Operations, Maintenance & Administration Fund is the initial depository of all revenue, excluding construction and is used to pay for all operating and administrative costs of the Authority. The Operation, Maintenance and Administration Fund includes an Operating Reserve Fund.

Renewal & Replacement Fund:

The Renewal and Replacement Fund is used for repairs and replacement of the water facilities as the need arises and as approved annually by the Board through the budget.

Sinking Fund:

The Sinking Fund holds all Authority funds restricted to payment of debt. Funds are transferred into the Sinking Fund as approved by Board through the budget for debt payment.

Utility Reserve Fund:

The Utility Reserve Fund is maintained at a balance sufficient to meet requirements and policy as established by the Board. Moneys in the Utility Reserve Fund may be applied for any lawful purpose relating to the Authority by action of the Board.

Disaster Recovery Reserve Fund:

The Disaster Reserve Fund is maintained at a balance sufficient to meet requirements and policy as established by the Board. Moneys in the Disaster Reserve Fund may be used to ensure the recovery and continued operations of the Authority during natural disasters or by action of the Board.

Construction Fund:

The Construction Fund is used to pay costs of various capital projects as designated and approved by the Board through the budget or specific Board action.

Relevant Financial Policies

The Authority has adopted a comprehensive set of financial policies and continually monitors and assesses them to insure they continue to be relevant and adequate for both current and future needs. These policies are intended as a guide to the financial stewardship of the Authority and guide decisions affecting budgets and financial matters.

Operation, Maintenance and Administration Fund Policy:

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.

Utility Reserve Fund Policy:

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

Rate Stabilization Fund Policy:

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.

Renewal and Replacement Fund Policy:

The Authority's bond documents establish 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 \$2 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.

Disaster Recovery Reserve Fund Policy:

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 Policy:

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

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

Capital Asset Policy:

The Finance and Budget Senior Manager is responsible for establishing the policies and procedures necessary to provide adequate internal control over capital assets and all policies and procedures shall be approved by the Executive Director. All capital assets acquired by the Authority shall be titled to the Authority and recorded in the capital assets records system. At a minimum, the capital assets records system shall contain the applicable information required by regulatory bodies. (Reference: Florida Statutes, Chapter 274.02; Rules of the Auditor General, Chapter 10.450). An annual physical inventory of all movable equipment shall be taken under the direction of the finance department and reconciled to the capital asset records and general ledger control accounts in accordance with Florida Statutes, Chapter 274.02 and Rules of the Auditor General, Chapter 10.480).

Investment Policy:

The objectives of the Authority's investment policy are safety, liquidity and return on investment. The primary objective is safety, i.e., the minimization of risk and the preservation and protection of investment principal. The second objective is to maintain sufficient liquidity at all times to meet all cash requirements that can reasonably be anticipated. The third objective is to maximize investment return, but only within the constraints of the first two objectives. The investment policy also establishes allowable investments, investment providers, and investment concentrations in furtherance of these objectives.

Budgets, Rates and Charges

The Authority's Master Water Supply Contract, bond documents and financial policies establish the conditions and charges related to water sales. The budget includes all anticipated revenue sources and expenditures including capital, operating, planning and administrative costs of the Authority for its projects and activities and is annually approved by the Authority Board of Directors during a public hearing.

The Water Rate is annually established by Resolution of the Authority for the sale of water and is comprised of a Base Rate and Water Use Charge. The Base Rate is comprised of the debt and fixed costs of the Authority while the Water Use Charge is comprised of the variable costs associated with power, treatment chemicals and residual hauling. Through sound financial practices and conservative budgeting, the Authority has been able to maintain a stable water use charge for more than five years. Additional information regarding the Authority budgets, rates and charges may be found on the Authority website.

Awards and Acknowledgments

The Government Finance Officers Association of the United States and Canada (GFOA) awarded a Certificate of Achievement for Excellence in Financial Reporting to the Peace River Manasota Regional Water Supply Authority for its comprehensive annual financial report for the fiscal year ended September 30, 2020. This is the third consecutive year that the government has achieved this prestigious award. In order to be awarded a Certificate of Achievement, the government had to publish an easily readable and efficiently organized Annual Comprehensive Financial Report that satisfied both generally accepted accounting principles and applicable program requirements.

A Certificate of Achievement for Excellence in Financial Reporting is valid for a period of one year only. We believe that our current annual comprehensive financial report continues to meet the Certificate of Achievement for Excellence in Financial Reporting Program's requirements, and we are submitting it to the GFOA to determine its eligibility for another certificate.

The preparation of this report would not have been possible without the skill, effort, and dedication of the entire Authority staff. We would also like to thank the Board for their unfailing leadership and support for maintaining the highest standards of professionalism in the management of the Authority's finances.

Respectfully submitted,

Ann Lee, MBA, CGFO
Finance and Budget Senior Manager



Government Finance Officers Association

Certificate of
Achievement
for Excellence
in Financial
Reporting

Presented to

**Peace River Manasota
Regional Water Supply Authority
Florida**

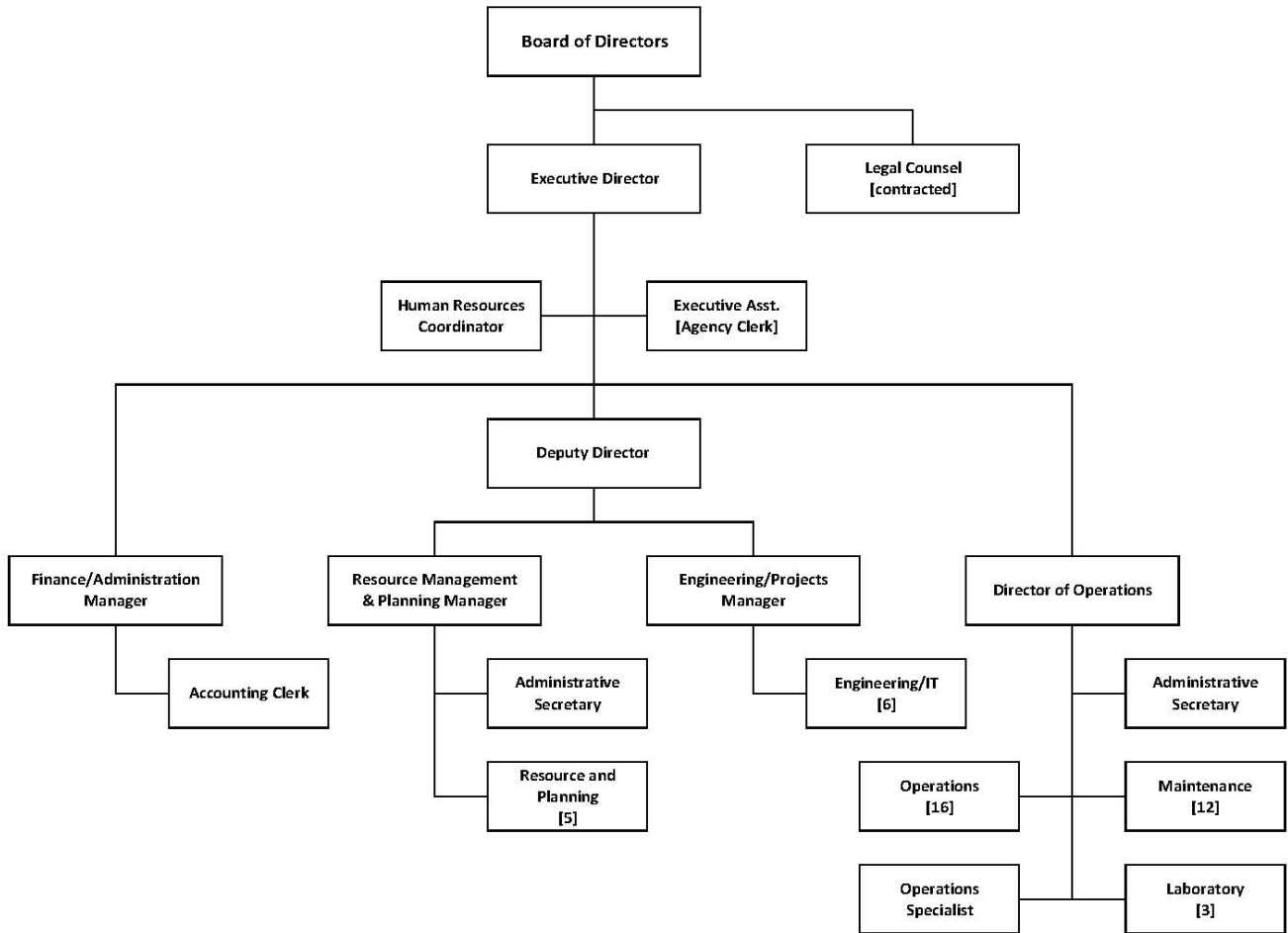
For its Annual Comprehensive
Financial Report
For the Fiscal Year Ended

September 30, 2020

Christopher P. Morrill

Executive Director/CEO

Peace River Manasota Regional Water Supply Authority
Organizational Chart
 [October 2021]



Total FTE: 54

Peace River Manasota Regional Water Supply Authority

Board of Directors



Alan Maio, Chair
Sarasota County
Commissioner
www.scgov.net



Elton Langford, Vice Chair
DeSoto County
Commissioner
www.desotobocc.com



Bill Truex
Charlotte County
Commissioner
www.charlottefl.com



George Kruse
Manatee County
Commissioner
www.mymanatee.org

FINANCIAL SECTION

INDEPENDENT AUDITOR'S REPORT

Board of Directors
Peace River Manasota Regional
Water Supply Authority
Lakewood Ranch, Florida

Report on the Financial Statements

We have audited the accompanying financial statements of Peace River Manasota Regional Water Supply Authority (the Authority), as of and for the year ended September 30, 2021, and the related notes to the financial statements, which collectively comprise the Authority's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Authority as of September 30, 2021, and the changes in its financial position and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

CERTIFIED PUBLIC ACCOUNTANTS

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Members of American and Florida Institutes of Certified Public Accountants

An Independent Member of the BDO Alliance USA

Board of Directors
Peace River Manasota Regional
Water Supply Authority
Lakewood Ranch, Florida

INDEPENDENT AUDITOR'S REPORT

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and the required supplementary information as listed in the table of contents (collectively, the required supplementary information) be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

Our audit was conducted for the purpose of forming an opinion on the financial statements that collectively comprise the Authority's basic financial statements. The introductory section and statistical section are presented for purposes of additional analysis and are not a required part of the basic financial statements.

The introductory and statistical sections have not been subjected to the auditing procedures applied in the audit of the basic financial statements and, accordingly, we do not express an opinion or provide any assurance on them.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated _____, on our consideration of the Authority's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Authority's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Authority's internal control over financial reporting and compliance.

Restriction on Use

These financial statements are presented in draft form and are subject to change pending the release of new Florida Retirement System Information. Items in red indicate areas expected to be updated as this information becomes available; however, other items may change as a result.

Sarasota, Florida

MANAGEMENT'S DISCUSSION AND ANALYSIS
PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
SEPTEMBER 30, 2021

As management of Peace River Manasota Regional Water Supply Authority (Authority), we offer readers of the Authority's financial statements this narrative overview and analysis of the financial activities of the Authority for the fiscal year ended September 30, 2021. Readers should consider the information presented here in conjunction with the rest of the basic financial statements as well as the additional information furnished in the letter of transmittal, which can be found on pages 9-15 of this report.

Financial Highlights

- The assets and deferred outflows of resources of the Authority exceeded its liabilities and deferred inflows of resources at the close of the most recent fiscal year by \$133,468,671 (net position). Of this amount, \$16,509,981 represents unrestricted net position that may be used to meet the Authority's ongoing obligations to members and creditors.
- The Authority's total net position decreased by \$1,837,795 during the year. Capital grants and contributions were \$1,527,829 (net of capital disbursements). The loss before capital contributions was \$3,365,623. This compares to a loss before capital contributions in the prior year of \$6,386,625.
- At the close of the current fiscal year, the Authority's enterprise fund reported combined cash balances of \$24,908,655, a decrease of \$2,013,767 in comparison with the prior year. Approximately 67.6% of this amount (\$16,842,063) is available for spending at the government's discretion (unrestricted cash).
- The Authority's total outstanding long-term debt decreased by \$9,052,096.
- During 2021, the Authority's total revenues were \$38,236,752, which is a decrease of \$12,525,478 or 25% from 2020, which is primarily attributed to a decrease in capital grants and contributions.
- The Authority's expenses decreased by \$527,901, or 1.30% from 2020 to 2021 due to increases in the cost of sales and services which were more than offset by decreases to depreciation, studies and master plan expenses, and interest expenses.

Overview of the Financial Statements

This section of the Authority's annual comprehensive financial report presents a discussion and analysis of the financial position of the Authority as of September 30, 2021 and 2020, as well as an overview of the financial activities during the fiscal year ended September 30, 2021, with 2020 fiscal year data presented for comparative purposes. This discussion should be read in conjunction with the financial statements and related notes.

This annual report consists of a series of financial statements, prepared in accordance with Governmental Accounting Standards Board (GASB) Statement No. 34, *Basic Financial Statements and Management Discussion and Analysis for State and Local Governments*, as amended. The Authority is considered a single purpose entity engaged only in business-type activities, and is required to present only fund financial statements. The fund financial statements are enterprise fund statements and consist of the following:

**MANAGEMENT'S DISCUSSION AND ANALYSIS
PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
SEPTEMBER 30, 2021**

- a) Statement of Net Position
- b) Statement of Revenues, Expenses, and Changes in Fund Net Position
- c) Statement of Cash Flows

Following the fund financial statements are notes to financial statements. The notes provide additional information that is essential to a full understanding of the data provided in the financial statements.

Statement of Net Position

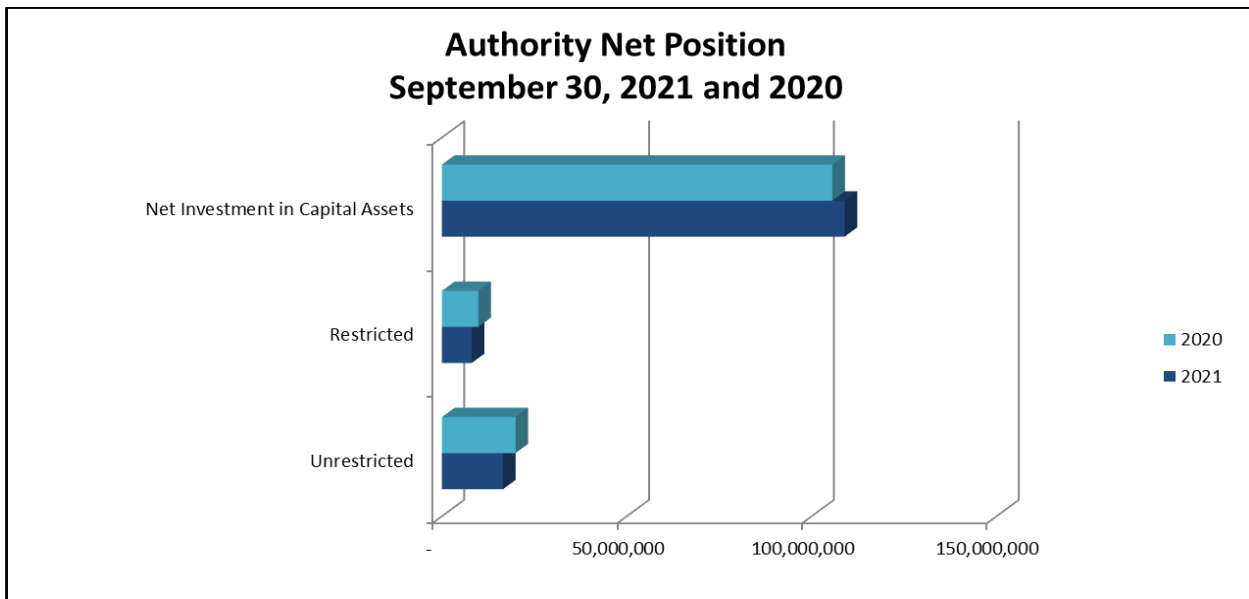
Shown below is a comparative statement of net position presented in summary form for 2021 and 2020. This statement shows the assets (current and noncurrent), deferred outflows, liabilities (current and noncurrent), deferred inflows, and net position (assets and deferred outflows minus liabilities and deferred inflows) as of the end of the fiscal year.

The statement of net position is prepared using the accrual basis of accounting, where revenues are recognized when the service is provided and expenses are recognized when goods are received or services are performed, regardless of when cash is exchanged. The purpose of the statement of net position is to present the reader of the financial statements with fiscal snapshots of the Authority at September 30, 2021 and 2020. Following is the summarized statement of net position for 2021 and 2020:

	<u>Net Position</u>	
	<u>Business-type Activities</u>	
	<u>2021</u>	<u>2020</u>
Current assets	\$ 22,683,959	\$ 27,580,198
Capital assets (Net)	248,121,663	255,828,973
Noncurrent assets: Other	<u>8,066,592</u>	<u>9,836,416</u>
Total assets	<u>278,872,214</u>	<u>293,245,588</u>
 Deferred outflows	 <u>3,412,265</u>	 <u>3,345,606</u>
Current liabilities	7,866,381	9,575,404
Noncurrent liabilities	<u>140,847,070</u>	<u>151,606,966</u>
Total liabilities	<u>148,713,451</u>	<u>161,182,370</u>
 Deferred inflows	 <u>102,357</u>	 <u>102,357</u>
 Net position		
Net investment in capital assets	108,894,598	105,577,779
Restricted	8,064,092	9,833,916
Unrestricted	<u>16,509,981</u>	<u>19,894,771</u>
Total net position	<u>\$ 133,468,671</u>	<u>\$ 135,306,466</u>

**MANAGEMENT'S DISCUSSION AND ANALYSIS
PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
SEPTEMBER 30, 2021**

Over time, the changes in net position provide an indication of the overall financial condition of the Authority. At September 30, 2021, net position was \$133,468,671, and for the year, there was a decrease in net position of \$1,837,795. A substantial portion of the Authority's net position at September 30, 2021, (81.6%) reflects its net investment in capital assets. This net position is not available for future spending.



Although the Authority's investment in its capital assets is net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities. An additional portion of the Authority's net position (6%) represents resources that are subject to external restrictions on how they may be used. The remaining balance of net position (12.4%) is unrestricted.

Statement of Revenues, Expenses, and Changes in Fund Net Position

Following is a summarized statement of changes in net position for 2021 and 2020. This statement is similar to the statement of revenues, expenses, and changes in fund net position in the fund financial statements, and prepared using the same accrual basis of accounting. This statement shows the revenues and expenses of the Authority for the years, in summarized form:

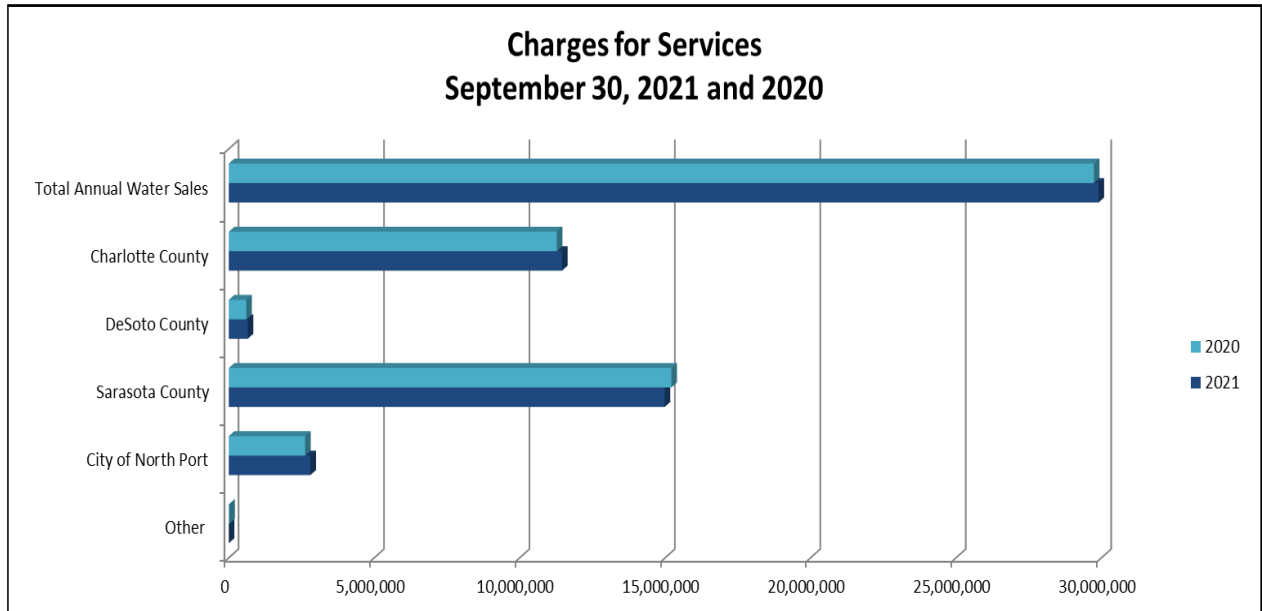
**MANAGEMENT'S DISCUSSION AND ANALYSIS
PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
SEPTEMBER 30, 2021**

Change in Net Position

	Business-type Activities	
	2021	2020
Revenues:		
Program revenues:		
Charges for services	\$ 29,901,494	\$ 29,741,419
Operating grants and contributions	4,773,465	3,480,995
Capital grants and contributions (net)	1,527,828	16,546,407
General revenues:		
Other	2,033,966	993,408
Total revenues	38,236,751	50,762,229
Expenses:		
Water Supply and Delivery	(40,074,546)	(40,602,447)
Change in net position	(1,837,795)	10,159,782
Net position – beginning of year:	135,306,466	125,146,684
Net position – end of year	\$ 133,468,671	\$ 135,306,466

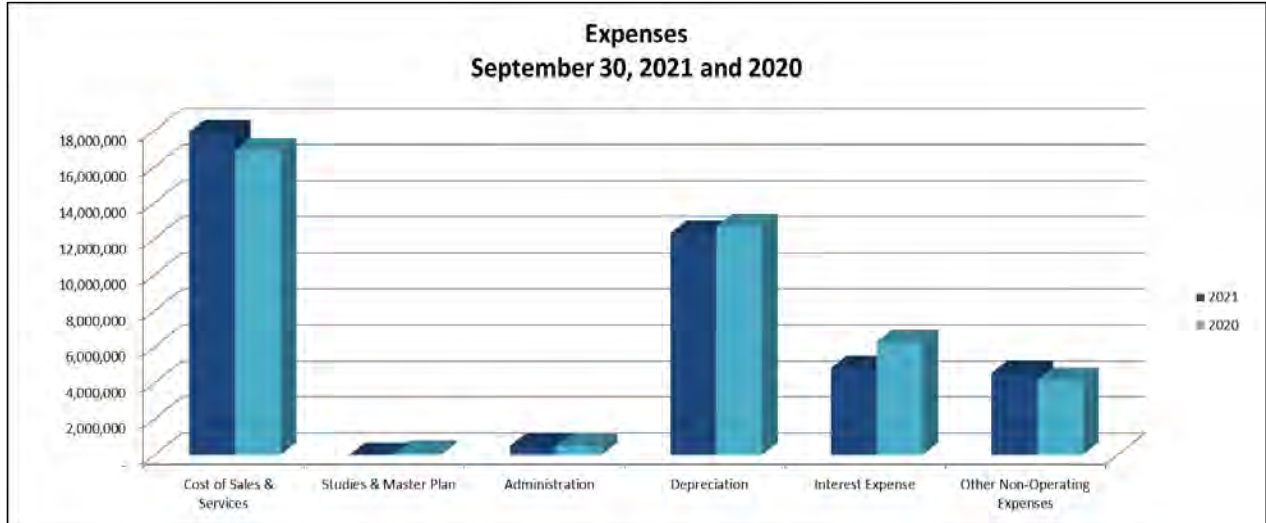
Charges for services increased by \$160,075 (.54%) and operating grants and contributions increased by \$1,292,470 (37.13%) from 2020 to 2021 as budgeted. Capital grants and contributions (net) in 2021, which included capital grants from SWFWMD toward the Phase 1 Interconnect pipeline project and the Phase 3B Pipeline as well as capital contributions for System Wide Benefit Projects from Authority customers and members, decreased by \$15,018,579 from 2020 to 2021.

As illustrated below, the total water sales billed to our customers was \$29,901,494 in 2021 as compared to \$29,741,419 in 2020.



**MANAGEMENT'S DISCUSSION AND ANALYSIS
PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
SEPTEMBER 30, 2021**

Total expenses decreased by \$527,901 or 1.30% from 2020 to 2021 as illustrated below:



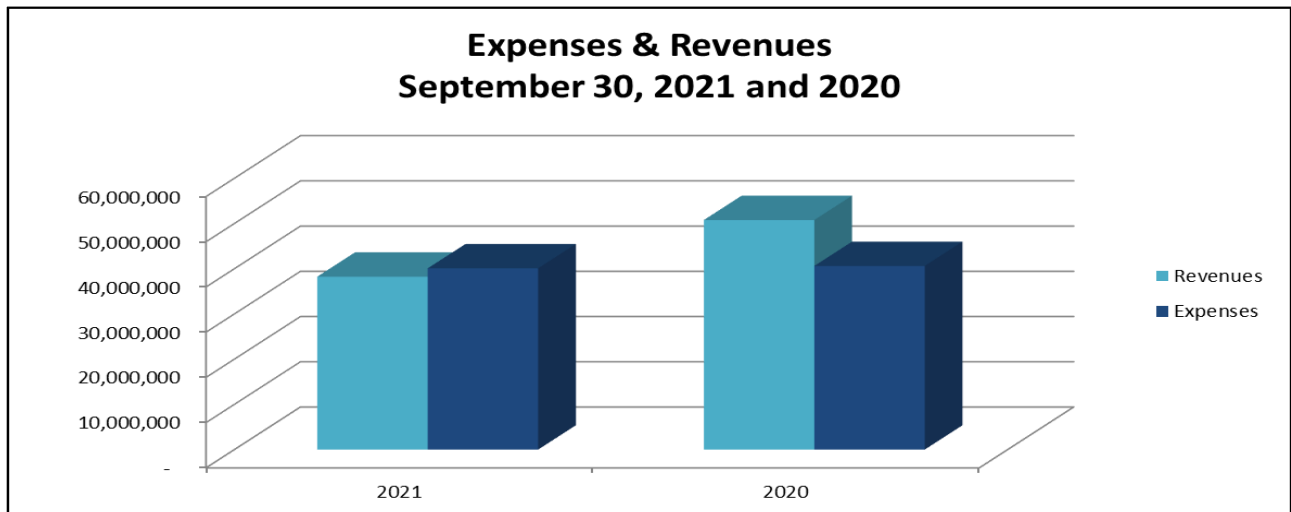
The increases were due to the following:

- a) Cost of Sales & Service increased by \$1,029,385. Decreases in general repairs and maintenance, legislative liaison, and land management, were more than offset by the cost increases to reservoir repairs & maintenance, utilities, environmental and hydrogeological services.
- b) Administration costs increased by \$36,054.

These increases in expenses were more than offset by the following decreases in expenses:

- a) Studies & Master Plan expenses decreased by \$124,531.
- b) Depreciation expense decreased by \$381,270.
- c) Interest expense decreased by \$1,461,227.

The graph below compares the expenses to the revenues.



**MANAGEMENT'S DISCUSSION AND ANALYSIS
PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
SEPTEMBER 30, 2021**

Capital Assets

The Authority's investment in capital assets as of September 30, 2021, totaled \$248,121,663 (net of accumulated depreciation). This investment in capital assets includes land and easements, structures, leasehold improvements, furniture and equipment, and construction in progress.

Capital Assets (Net of Depreciation)

	<u>Business-type Activities</u>	
	<u>2021</u>	<u>2020</u>
Land and easements	\$ 2,604,359	\$ 2,604,359
Buildings and improvements, water treatment plant, supply, and transmission systems	240,577,418	219,437,829
Leasehold improvements, furniture, and equipment	1,174,006	1,403,834
Construction in progress	<u>3,765,881</u>	<u>32,382,951</u>
Total	<u>\$ 248,121,664</u>	<u>\$ 255,828,973</u>

The book value of capital assets decreased by \$7.707 million during 2021. Additions were \$35.623 million and depreciation was \$12.3 million. Additions during 2021 included the following:

- Major capital projects, such as pipelines - \$31,289,131
- Renewal and replacement projects - \$1,678,699
- Vehicles, machinery, and equipment - \$247,287
- Construction in progress - \$2,407,824

Additional information on the Authority's capital assets can be found in Note 4 of this report.

Long-term Debt

The Authority's bonded debt outstanding as of September 30, 2021, totaled \$125,680,000. These bonds are secured by the Net Revenues pledged in the Master Water Supply Contract.

<u>Business-type Activities</u>	<u>2021</u>	<u>2020</u>
Revenue bonds	<u>\$ 125,680,000</u>	<u>\$ 141,765,000</u>

Long-term debt decreased by \$16,085,000 during the year from scheduled principal payments of \$1,900,000 and a line of credit payment of \$1,000,000 as well as considerable savings from the refunding efforts of the 2010A, 2010B & 2014A Bonds (Series 2020 Refunding Revenue Bonds).

Under the Authority's budgetary process, rates are established to provide adequate coverage for existing and planned additional debt. This is demonstrated by the Authority's debt coverage and county debt service coverage ratios, which are both indicators of the Authority's financial strength. As indicated by the following table, the Authority consistently maintains coverage ratios well above the requirements.

MANAGEMENT'S DISCUSSION AND ANALYSIS
PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
SEPTEMBER 30, 2021

Moody's, S&P and Fitch have assigned ratings of "Aa3" (stable outlook), "AA" (stable outlook) and "AA-" (stable outlook) respectively, to the 2020 Bonds. These ratings by all three major rating agencies reflect the Authority's ample long-term water supply and favorable financial condition dictated by policy. Additional information on the Authority's long-term debt can be found in Note 5 of this report.

	Fiscal Year Ended September 30,					
	2016	2017	2018	2019	2020	2021
Gross Revenues						
Water Sales	\$ 30,110,490	\$ 30,390,798	\$ 30,467,231	\$ 31,125,103	\$ 31,941,419	\$ 32,901,494
Renewal & Replacement Revenue						
Interest	156,744	264,130	447,348	675,603	341,225	32,949
Federal Subsidy Interest (2010B Bond Issue) ⁽¹⁾	-	-	-	-	-	-
Gross Revenue Transfer (RSF)	-	-	-	-	-	-
Other ⁽²⁾	21,993	27,018	37,354	131,499	652,183	2,001,015
Total Gross Revenues	\$ 30,289,227	\$ 30,681,946	\$ 30,951,933	\$ 31,932,205	\$ 32,934,827	\$ 34,935,458
Operation and Maintenance Expenses						
Cost of Sales and Services	\$ 13,574,250	\$ 14,200,760	\$ 15,002,110	\$ 16,415,682	\$ 16,882,050	\$ 17,911,435
Administration	602,466	627,038	683,723	743,901	466,511	502,566
Total Operation and Maintenance Expenses	\$ 14,176,716	\$ 14,827,798	\$ 15,685,833	\$ 17,159,583	\$ 17,348,561	\$ 18,414,001
Net Revenues Available for Debt Service	\$ 16,112,511	\$ 15,854,148	\$ 15,266,100	\$ 14,772,622	\$ 15,586,266	\$ 16,521,457
Outstanding Bonds Debt Service						
Principal	2,395,000	2,485,000	2,585,000	2,685,000	2,790,000	2,640,000
Interest ⁽¹⁾	6,019,704	5,926,527	5,826,983	6,279,751	6,234,312	5,487,719
Total Outstanding Bonds Debt Service ⁽³⁾	\$ 8,414,704	\$ 8,411,527	\$ 8,411,983	\$ 8,964,751	\$ 9,024,312	\$ 8,127,719
Debt Service Coverage (1.15x required)	<u>1.91</u>	<u>1.88</u>	<u>1.81</u>	<u>1.65</u>	<u>1.73</u>	<u>2.03</u>
Revenues Available After Senior Lien Debt Service	7,697,807	7,442,621	6,854,117	5,807,871	6,561,954	8,393,738
Subordinate Indebtedness Debt Service						
Principal	-	-	-	115,000	180,000	190,000
Interest ⁽¹⁾	-	-	-	42,585	63,374	57,322
Total Subordinate Indebtedness Debt Service ⁽³⁾	\$ -	\$ -	\$ -	\$ 157,585	\$ 243,374	\$ 247,322
Total Debt Service	\$ 8,414,704	\$ 8,411,527	\$ 8,411,983	\$ 9,122,336	\$ 9,267,686	\$ 8,375,041
Revenues Available After Total Debt Service	\$ 7,697,807	\$ 7,442,621	\$ 6,854,117	\$ 5,650,286	\$ 6,318,580	\$ 8,146,416
Total Debt Service Coverage (1.15x required)	<u>1.91</u>	<u>1.88</u>	<u>1.81</u>	<u>1.62</u>	<u>1.68</u>	<u>1.97</u>
Capital Cost Reimb Chg (Char Co Pmt)	1,971,557	1,971,557	1,971,557	1,971,557	1,971,557	1,971,557
DeSoto County Payment	796,000	796,000	796,000	796,000	796,000	796,000
Due Charlotte Co. for North Port Reserve Allocation	4,781	4,781	4,781	4,781	4,781	4,781
Total County Payments	\$ 2,772,338	\$ 2,772,338	\$ 2,772,338	\$ 2,772,338	\$ 2,772,338	\$ 2,772,338
County Debt Service Coverage (1.00x req)	<u>2.78</u>	<u>2.68</u>	<u>2.47</u>	<u>2.04</u>	<u>2.28</u>	<u>2.94</u>

(1)Gross Revenues include Federal Direct Payments in the Fiscal Year ended September 30, 2015 only. Due to the implementation of amendments to the Bond Resolution effective as of December 29, 2014, Federal Direct Payments are excluded from Gross Revenues in fiscal years ended September 30, 2016 through and including 2021 and instead are netted against the amount of interest payable on Federal Direct Bonds.

(2) SWFWMD/EPA funds are not applicable to debt service coverage.

(3) Principal/Interest due on October 1 was paid on September 30 of prior fiscal year reflecting conservative presentation when compared to the provisions of the Bond Resolution.

**MANAGEMENT'S DISCUSSION AND ANALYSIS
PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
SEPTEMBER 30, 2021**

Economic Factors and 2022 Budget and Rates

The Authority considers many factors when developing the annual budget and in establishing the years water rates. The Authority is obligated to create the budget in a manner which meets the contractual obligations found in the Master Water Supply Contract, customer demand projections, which are submitted annually, regional population growth, anticipated environmental conditions, insure efficient and effective operations, continual investment in infrastructure and the maintenance of bond ratings and financial policies as well as maintain reasonable water rates both presently and into the future.

The Authority has a thorough budgetary review process that consists of multiple meetings with our member and customer government staffs, presentations and discussions with our member and customer government Boards and City Council as well as in-depth discussions with the Authority Board of Directors. The Authority Board of Directors formally adopted the FY2022 budget of \$54.689 million (\$3.4 million or 6.67% budget decrease from FY 2021) on August 4, 2021.

The FY 2021 to FY 2022 budgetary changes correlate to the following:

Revenues:

- Increases in utility and treatment chemical costs along with model projections by the Authority's rate consultants facilitated a \$.03/1000 gallon increase in the water use rate (consisting of variable costs).
- Projected grants remained largely unchanged from FY2021

Expenditures

- \$1 million of increased operations and maintenance expenses, the majority of which are associated with increased personnel (including two additional full-time employees) and health insurance costs (5% increase). The Authority also budgeted for increases in utility, treatment chemical costs and commercial insurance.
- Renewal & Replacement costs increased by \$1 million based upon the R&R Sufficiency Study that was conducted in FY20.
- Capital project expenditures decreased by \$1.1 million which reflects the completion of the prior years' pipeline projects and the commencement of the PR³ Preliminary Design as well as three System Wide Benefit Projects.

Requests for Information

This financial report is designed to provide a general overview of the Peace River Manasota Regional Water Supply Authority's finances for all those with an interest in the government's finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to the Authority at, 9415 Town Center Parkway, Lakewood Ranch, Florida 34202.

FINANCIAL STATEMENTS

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
STATEMENT OF NET POSITION
SEPTEMBER 30, 2021

Assets

Current Assets:

Cash	\$ 4,651,117
External Investment Pools	12,190,946
Accounts Receivable	4,490,492
Grant Funds Receivable	431,259
Inventory	891,046
Prepaid Expenses	29,099
Total Current Assets	<u>22,683,959</u>

Non-Current Assets:

Restricted:

Cash and Cash Equivalents	651,451
External Investment Pools	7,415,141
Total Restricted Assets	<u>8,066,592</u>

Capital Assets:

Land and Easements	2,604,359
Buildings and Improvement, Water Treatment Plant, Supply, and Transmission Systems	407,985,858
Leasehold Improvements, Furniture, and Equipment	6,540,765
Construction in Progress	3,765,881
(Less Accumulated Depreciation)	(172,775,200)
Total Capital Assets, Net	<u>248,121,663</u>

Total Non-Current Assets

256,188,255

Total Assets

278,872,214

Deferred Outflows of Resources

Deferred Charge on Refunding	1,967,099
Pension Related	1,445,166

Total Deferred Outflows of Resources

3,412,265

Total Assets and Deferred Outflows of Resources

282,284,479

Liabilities

Current Liabilities:

Accounts Payable	2,076,603
Contracts Payable	18,943
Retainage Payable	126,694
Accrued Expenses	831,641
Security Deposits	2,500
Current Portion - Revenue Bonds Payable	4,810,000
Current Portion - Retirement System Net Liability (HIS)	-

Total Current Liabilities

7,866,381

Non-Current Liabilities:

Revenue Bonds Payable	136,238,527
Retirement System Net Liability (FRS & HIS)	4,608,543

Total Non-Current Liabilities

140,847,070

Total Liabilities

148,713,451

Deferred Inflows of Resources

Pension Related	102,357
-----------------	---------

Total Deferred Inflows of Resources

102,357

Total Liabilities and Deferred Inflows of Resources

148,815,808

Net Position

Net Investment in Capital Assets	108,894,598
Restricted	8,064,092
Unrestricted	16,509,981

Total Net Position

\$ 133,468,671

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN FUND NET POSITION
FOR THE YEAR ENDED SEPTEMBER 30, 2021

Operating Revenues	
Member Dues	\$ 386,508
Water Sales	32,901,494
Special Assessment	625,000
Other	2,001,015
Total Operating Revenues	<u>35,914,017</u>
Operating Expenses	
Cost of Sales and Services	17,911,435
Administration	502,565
Depreciation	12,305,355
Total Operating Expenses	<u>30,719,355</u>
Operating Income	<u>5,194,662</u>
Non-Operating Revenues (Expenses)	
Operating grants	727,805
Investment Earnings	32,949
Oversize Facility Payments	(1,971,557)
County Payments	(796,000)
Other Customer Payments	(1,345,125)
Interest Expense	(4,816,996)
Bond Issuance Costs	(425,513)
Federal Direct Payments	34,152
Total Non-Operating Revenues (Expenses)	<u>(8,560,285)</u>
(Loss) Before Capital Contributions	<u>(3,365,623)</u>
Capital Contributions	
Capital Grants	527,828
Capital Contributions	1,000,000
Total Capital Contributions	<u>1,527,828</u>
Change in Net Position	(1,837,795)
Total Net Position, Beginning of Year	<u>135,306,466</u>
Total Net Position, End of Year	<u>\$ 133,468,671</u>

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED SEPTEMBER 30, 2021

Cash Flows from Operating Activities	
Receipts from Customers and Users	\$ 33,854,767
Grants - Studies & Master Plans	340,196
Payments to Suppliers	(14,492,553)
County Payments	(796,000)
Other Customer Payments	(1,345,125)
Payment to Employees	(3,695,679)
Other Income	2,001,015
Net Cash Provided by Operating Activities	<u>15,866,621</u>
Cash Flows from Capital and Related Financing Activities	
Acquisition and Construction of Capital Assets	(6,503,419)
Principal Payments on Long-Term Debt	(3,830,000)
Oversize Facility Payment	(1,971,557)
Interest Payments on Long-Term Debt	(5,595,320)
Construction Grants/Customer Capital Contributions	6,450,337
Cash Contributed to Refunding	(6,364,744)
Debt Issuance Cost	(425,513)
Federal Direct Payments	326,879
Net Cash (Used in) Capital and Related Financing Activities	<u>(17,913,337)</u>
Cash Flows from Investing Activities	
Earnings Received	32,949
Net Cash Provided by Investing Activities	<u>32,949</u>
Net (Decrease) in Cash and Cash Equivalents	(2,013,767)
Cash and Cash Equivalents, Beginning of Year	<u>26,922,422</u>
Cash and Cash Equivalents, End of Year	<u>\$ 24,908,655</u>
<u>Composition of Cash and Cash Equivalents, End of Year</u>	
Cash	\$ 4,651,117
External Investment Pools	12,190,946
Cash and Cash Equivalents, Restricted	651,451
External Investment Pools, Restricted	7,415,141
Total Composition of Cash and Cash Equivalents, End of Year	<u>\$ 24,908,655</u>

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED SEPTEMBER 30, 2021

Reconciliation of Operating Income to Net

Cash Provided by Operating Activities

Operating Income	\$ 5,194,662
Adjustments to Reconcile Operating Income to Net Cash	
Provided by Operating Activities:	
Depreciation Expense	12,305,355
Grants - Studies & Master Plans	340,196
County Payments	(796,000)
Other Customer Payments	(1,345,125)
Retirement System Adjustments	-
(Increase) Decrease in Assets:	
Accounts Receivable	(58,235)
Inventory	(149,380)
Prepaid Expenses	32,283
Increase (Decrease) in Liabilities:	
Accounts Payable	250,860
Accrued Expenses	92,005
Net Cash Provided by Operating Activities	<u><u>\$ 15,866,621</u></u>

Schedule of Non-Cash Transactions

Cash Contributed to Bonds Refundings

New Debt - At Par	\$ 52,055,000
New Debt - Premiums	7,921,462
(Transfer to Refunding Escrow)	(64,486,892)
Total	<u><u>\$ (4,510,430)</u></u>

Bond-Related Amortization

Bond Premiums	\$ 1,095,391
Deferred Charges on Refunding	140,175

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2021

Note 1 - Summary of Significant Accounting Policies

Reporting Entity

Peace River Manasota Regional Water Supply Authority (the Authority) was established on February 26, 1982, by an interlocal agreement between the counties of Charlotte, DeSoto, Manatee, and Sarasota. The agreement was amended on February 1, 1984, May 21, 1991, and October 5, 2005.

The Authority was created and operates pursuant to the provisions of Chapters 373.713 and 163.01, Florida Statutes. The purpose of the Authority is to operate and maintain the Peace River Regional Water Treatment Facility and to ensure future water supply through the development of new surface water resources for member Counties and municipal purposes.

The Authority follows the provisions of Governmental Accounting Standards Board (GASB) Statement Numbers 14 and 61, regarding the financial reporting entity and component units. Based on the criteria established in those standards, the Authority is a primary government with no component units.

Basis of Presentation

These financial statements are prepared in accordance with U.S. generally accepted accounting principles for governmental entities, as determined by the GASB. Under these standards, the Authority is a single purpose entity engaged in only business-type activities. The following comprise the basic financial statements of the Authority:

- Proprietary (Enterprise) Fund Financial Statements:
 - Statement of Net Position
 - Statement of Revenues, Expenses, and Changes in Fund Net Position
 - Statement of Cash Flows
- Notes to Financial Statements

Governmental reporting includes a requirement for a management's discussion and analysis of the basic financial statements, and it requires the classification of net position into three components: net investment in capital assets; restricted; and unrestricted. These classifications are defined as follows:

- **Net Investment in Capital Assets**—consists of capital assets, net of accumulated depreciation, reduced by the outstanding balances of any debt that is attributable to those assets (net of deferred charges on refunding and less any unspent debt proceeds).
- **Restricted Net Position**—consists of those assets that have external constraints placed upon their uses, which are imposed by donors, creditors (such as through debt covenants), or through laws, regulations, constitutional provisions or enabling legislation, reduced by any liabilities to be paid from these assets.
- **Unrestricted Net Position**—consists of net assets that do not meet the definition of “restricted” or “net investment in capital assets.”

The statement of net position is presented in a classified format to distinguish between current and noncurrent assets and liabilities. The statement of revenues, expenses, and changes in fund net position is presented by major revenue source. The statement of cash flows is presented using the direct method.

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2021

Measurement Focus/Basis of Accounting

These proprietary fund financial statements are reported using the *economic resources measurement focus* and *the accrual basis of accounting*. Revenues are recorded when earned and measurable and expenses are recorded at the time liabilities are incurred, regardless of when the related cash flows take place. Cost-reimbursable grants and contributions are recorded in the period in which the related expenditures are incurred.

The Authority reports the following fund type:

- **Proprietary Fund Type – Enterprise Fund**—A single Enterprise Fund is used to account for all of the operations of the Authority. Enterprise funds may generally be used to report any activity for which a fee is charged to external users for goods or services. Enterprise funds are required to be used for activities: (a) that are financed with debt secured solely by a pledge of the net revenues from fees and charges of the activity; (b) if laws and regulations require that the activity’s costs of providing services, including capital costs, be recovered with fees and charges, rather than with taxes or similar revenues; or (c) the pricing policies of the activity establish fees and charges designed to recover its costs, including capital costs.

Proprietary funds distinguish operating revenues and expenses from nonoperating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with an enterprise fund’s principal ongoing operations. The principal operating revenues of the Authority are charges to customers for water sales and services, member dues, and other assessments related to operations of the Authority. Operating expenses include the cost of sales and services, studies and master plans, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting these definitions are reported as nonoperating revenues and expenses.

When both restricted and unrestricted resources are available for use, it is the Authority’s policy to use restricted resources first, then unrestricted resources as they are needed.

Estimates

The preparation of financial statements in conformity with U.S. generally accepted accounting principles requires management to make estimates and assumptions that affect the amounts reported and disclosed in the financial statements and accompanying notes. Actual results could differ from those estimates.

Budgets

The Authority follows these procedures in establishing its annual budget:

- The Executive Director submits to the Authority a tentative operating budget no later than May 15 for the fiscal year commencing the following October. The budget contains proposed expenditures and the means of financing them.
- After review, the Authority adopts the final budget during a public hearing, no later than August 15 for the ensuing fiscal year.
- The annual budget is adopted on a basis consistent with generally accepted accounting principles, except that debt principal and capital expenditures are budgeted in the year paid/incurred, and depreciation and amortization are not budgeted. In addition, the budget may include certain transfers between restricted and unrestricted accounts.

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2021**

Funding Sources

Funding is provided by capital and operating grants, from voluntary dues from the member Counties, and from irrevocable commitments from customers to pay for water sales.

Water Sales

The primary source of funding the Authority’s operations is from water sales to its member counties and the City of North Port (who is a customer, not a member). The Authority does not currently provide any water to Manatee County, so charges to it consist solely of the member fees and customer planning assessments each year. The Authority modified the water use permit in February 2019 for an additional 50 years and is currently permitted to withdraw a maximum amount from the Peace River of 258 million gallons per day (MGD) and provides for the delivery of treated water to meet an annual average demand of 80 MGD.

The Authority’s water rate consists of two components; the Base Rate Charge and Water Use Charge. The Base Rate Charge is further broken into a Debt Service Component and a Fixed Operations and Maintenance Component. The Debt Service Component of the Base Rate Charge consists of costs from the 1991 acquisition and allocation percentages for the debt associated with additional water supply acquisitions and/or expansions and pipelines for each respective customer.

The Fixed Operations and Maintenance Component of the Base Rate Charge is calculated as a unitary rate based on each customer’s contractual water allocation and consists of: fixed costs associated with CIP, Renewal and Replacement and Resource/Supply projects, Fund Disbursements associated with the prior fiscal year’s debt service coverage payments, contributions to the Renewal and Replacement fund, and contingencies. The Fixed Operation and Maintenance Component also includes inter-governmental payments, such as DeSoto County’s Payment.

The second component of the Authority’s water rate is the Water Use Charge, which reflects actual metered water usage. This charge is derived from the Variable Operations and Maintenance Expenses related to the Peace River Facility cost center. For fiscal year 2021, the per 1,000 gallon charge was \$0.79.

For the fiscal year ended September 30, 2021, water sales were allocated between Water Sales (\$29,901,494) and a Repair and Replacement Charge (\$3,000,000). Gross water sales to each of its customers were as follows:

Charlotte	\$11,457,924
DeSoto	649,534
Sarasota	14,986,764
Manatee	-
North Port	<u>2,807,272</u>
Total	<u><u>\$ 29,901,494</u></u>

Cash and Cash Equivalents

For purposes of the statement of cash flows, the Authority generally considers all highly liquid debt instruments with original maturities of three months or less to be cash equivalents. The Authority’s definition of cash equivalents includes investments with the Local Government Surplus Trust Fund administered by the State Board of Administration (Florida PRIME).

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2021

Receivables

Accounts and grant funds receivable are reported at their gross value, and where appropriate are reduced by the estimated portion that is expected to be uncollectible. There are no estimated uncollectible amounts at September 30, 2021.

Inventory

Inventory of chemicals and supplies is stated at cost. Cost is determined by the first-in, first-out method.

Bond Issue Costs/Prepaid Bond Insurance

Bond issuance costs (except for any prepaid bond insurance) are recorded as expenses in the period incurred. Prepaid bond insurance is recorded as an asset and amortized over the debt term.

Deferred Outflows and Inflows of Resources

In addition to assets, the statement of net position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense) until then. In addition to liabilities, the statement of net position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time.

Deferred Charge on Refunding

In the case of an advance refunding resulting in defeasance of debt, the difference between the reacquisition price and the net carrying amount of the old debt is termed a refunding loss. Refunding losses are recorded as deferred outflows in the statement of net position and amortized over the remaining term of the *refunded* debt or the term of the new *refunding* debt, whichever is shorter.

Capital Assets

Assets with an estimated useful life of longer than one year are capitalized if greater than \$1,000 (machinery, equipment, and leasehold improvements), \$5,000 (buildings, building improvements, and infrastructure), or \$25,000 (renewal and replacement projects). Capital assets are recorded at historical cost if purchased or constructed. Donated capital assets are recorded at acquisition value at the date of donation. The costs of normal repair and maintenance that do not add to the value of the asset or extend the useful life of the asset are expensed as incurred.

Capital assets are depreciated on a straight-line basis over the estimated lives of the related assets, as follows:

- | | |
|---|-------------|
| ■ Buildings and Improvements, Water Treatment Plant, Supply, and Transmission Systems | 10-40 Years |
| ■ Leasehold Improvements, Furniture, and Equipment | 5-20 Years |
| ■ Vehicles | 5 Years |
| ■ Computers and Software | 3 Years |

Bond Discounts and Premiums

Bond discounts and premiums are deferred and amortized over the life of the bonds using the straight-line method. Bond discounts/premiums are recorded as a reduction/addition to the bond payable balance.

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2021**

Compensated Absences

The Authority accrues vacation and sick pay benefits and the related costs in accordance with GASB Statement No. 16, *Accounting for Compensated Absences*. Employees are paid for accrued vacation time upon separation, and there are limits on the maximum amount of vacation hours that may be carried over from one calendar year to the next. Employees in good standing, with ten or more years of continuous and creditable service at separation, are entitled to one-half of accrued sick leave up to a maximum of 520 hours.

Net Pension Liability

The Authority participates in the Florida Retirement System (FRS) defined benefit pension plan and the Health Insurance Subsidy (HIS) defined benefit plan administered by Florida Division of Retirement. Employers participating in cost-sharing multiple-employer defined benefit pension plans are required to report the employers' proportionate share of the net pension liabilities and related pension amounts of the defined benefit pension plans.

Postemployment Benefits Other than Pensions

Governmental Accounting Standards Board Statement No. 75, *Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions (OPEB)* requires that employers report the total OPEB liability and related deferred inflows/outflows on their statement of net position. In connection with the standard, the Authority contacted its Actuary to perform a valuation for September 30, 2021. Based on that valuation, the Authority's total OPEB liability is measured at \$46,168. The Authority does not offer an explicit post-employment benefit and the calculated amount only represents an implicit rate subsidy. Management has determined that its effect is immaterial to the financial statements taken as a whole and has not recorded a liability or disclosed any further information.

Note 2 - Deposits and Investments

Deposits

The Authority's policy allows deposits to be held in demand deposits, savings accounts, certificates of deposit, and money market accounts. At September 30, 2021, the Authority maintained deposits in demand deposit accounts. Deposits whose values exceeded the limits of federal depository insurance were entirely insured or collateralized pursuant to Chapter 280 of the Florida Statutes.

At September 30, 2021, the carrying amount of the Authority's deposits was \$5,302,318 and the bank balance was \$5,302,738.

In addition to cash deposits, the Authority maintains \$250 of petty cash on hand for minor employee expense reimbursements.

Investments

The Authority holds assets that are defined as investments. The Authority's investments are recorded at fair value unless the investment qualifies as an external investment pool under the guidance in GASB Statement No. 79.

The Authority holds investments in qualified external investment pools that measure all of its investments at amortized cost. The following investments are recorded at amortized cost at September 30, 2021:

Investment Pool	Operating	Restricted	Amortized Cost
SBA Florida PRIME	\$ 12,190,946	\$ 7,415,141	\$ 19,606,087

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2021

Florida PRIME is administered by the Florida State Board of Administration (SBA) and managed by professional money managers. Florida PRIME invests exclusively in short-term, high-quality fixed income securities rated in the highest short-term rating category by one or more nationally recognized statistical rating agencies, or securities of comparable quality.

Florida PRIME is considered a stable value investment pool. The account balances approximate fair value, and balances are available for immediate withdrawal. The weighted average maturity of Florida PRIME at September 30, 2021 is 49 days. The weighted average life (WAL) of Florida PRIME at September 30, 2021, is 64 days. Florida PRIME has a Standard & Poor's rating of "AAAm". Neither fund was exposed to foreign currency risk during the year.

Authorized Investments

The Authority has adopted an investment policy consistent with Florida Statutes 218.415, which authorizes the following investments:

- a. Local Government Surplus Funds Trust Fund, the State of Florida Investment Pool administered by the State Board of Administration (F.S. 218.405).
- b. United States Government Securities, which are negotiable direct obligations of, or obligations the principal and interest of which are unconditionally guaranteed by the United States Government.
- c. Securities of United States Government Agencies that issue bonds, debentures, notes, callables, or other evidence of indebtedness issued or guaranteed by United States agencies, provided such obligations are backed by the full faith and credit of the United States Government (include FHA, FFB, and GNMA).
- d. Securities of Federal Instruments (United States Government sponsored agencies) that issue bonds, debentures, notes, callables, or other evidence of indebtedness issued or guaranteed by United States Government agencies which are not full faith and credit agencies are limited to the FFCB, FHLB, FNMA, FHLMC, and SLMA.
- e. Nonnegotiable interest-bearing time certificates of deposit or savings accounts in banks organized under the laws of the United States, doing business and situated in the State of Florida, provided that, any such deposits are secured by the *Florida Security for Public Deposits Act*, Chapter 280, *Florida Statutes*.
- f. Repurchase Agreements (for purchase and subsequent sale) for any of the investments authorized above in Items b. and c.
- g. State and/or local government taxable and tax-exempt debt, general obligation and/or revenue bonds rated at least "Aa" by Moody's and "AA" by Standard & Poor's for long-term debt, or rated at least "MIG-2" by Moody's and "SP-2" by Standard & Poor's for short-term debt. Banker's Acceptances issued by a domestic bank, or a federally chartered domestic office of a foreign bank, which are eligible for purchase by the Federal Reserve System which have an unsecured, uninsured and unguaranteed obligation rating of at least "Prime-1" and "A" by Moody's Investors Service and "A-1" and "A" by Standard & Poor's and ranked in the top fifty (50) United States banks in terms of total assets by the American Banker's yearly report.

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2021

- h. Commercial paper rated, at the time of purchase, must have the minimum rating listed of two of the following three nationally recognized rating agencies; “PRIME-1” by Moody’s, “A-1” by Standard & Poor’s (prime commercial paper), and “F-1” by Fitch.
- i. Money market mutual funds regulated by the Securities and Exchange Commission and whose portfolio consists only of domestic securities that are rated “Aam” or “Aam-G” or better by Standard & Poor’s or the equivalent by another rating agency.
- j. Intergovernmental Investment Pools that are authorized pursuant to the *Florida Interlocal Cooperation Act*, as provided in Section 163.01, Florida Statutes.

In addition, the investment policy states that the Authority will not directly invest any funds in derivative investment products. This includes, but is not limited to, collateralized mortgage obligations (CMO), interest-only (IO) and principal-only (PO) forwards, futures, currency and interest rate swaps, options floaters/inverse floaters, and caps/floors/collars.

Risk Disclosures

The Authority’s investment policy limits credit and custodial risk by limiting the amount of investments, which are not direct U.S. Government Obligations or in the Local Government Surplus Trust Fund, and having a qualification process for broker/dealers. In addition, the policy requires independent third-party custodians, when applicable.

Interest rate risk is controlled by limiting the maximum length of obligations purchased. Unless matched up to a specific cash flow, the Authority will not directly invest in securities maturing more than two years from the date of purchase.

Note 3 - Receivables

Accounts receivable at September 30, 2021, consists primarily of amounts due from customers for water sales, in the amount of \$4,490,492.

Grants receivable as of year-end include amounts due from Southwest Florida Water Management District in the amount of \$431,259 for capital and operating grants.

All amounts are considered collectible. There is no allowance for uncollectible accounts.

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2021

Note 4 - Capital Assets

Capital asset activity for the year ended September 30, 2021, was as follows:

	Beginning Balance	Increases	(Decreases)	Ending Balance
Business-type Activities				
Capital Assets Not Being Depreciated:				
Land and Easements	\$ 2,604,359	-	-	\$ 2,604,359
Construction in Progress	32,382,952	2,407,824	(31,024,895)	3,765,881
Total Capital Assets Not Being Depreciated	34,987,311	2,407,824	(31,024,895)	6,370,240
Capital Assets Being Depreciated:				
Buildings and Improvements, Water Treatment Plant, Supply, and Transmission Systems	375,067,762	32,967,830	(49,733)	407,985,858
Leasehold Improvements, Furniture, and Equipment	6,422,717	247,287	(129,239)	6,540,765
Total Capital Assets Being Depreciated	381,490,479	33,215,116	(178,972)	414,526,624
Less Accumulated Depreciation:				
Buildings and Improvements, Water Treatment Plant, Supply, and Transmission Systems	(155,629,933)	(11,828,240)	49,733	(167,408,440)
Leasehold Improvements, Furniture, and Equipment	(5,018,883)	(477,115)	129,239	(5,366,759)
Total Accumulated Depreciation	(160,648,816)	(12,305,355)	178,972	(172,775,200)
Total Capital Assets Being Depreciated, Net	220,841,663	20,909,762	-	241,751,424
Total Business-type Activities				
Capital Assets, Net	\$ 255,828,973	\$ 23,317,586	\$ (31,024,895)	\$ 248,121,664

Depreciation expense in the amount of \$12,305,355 was reported as a separate line item in the statement of revenues, expenses, and changes in net position.

Construction Commitments

Project	Contract Amount	Completed To- date	Balance Committed
Project Name			
Black & Veatch <i>Construction Services</i>	\$ 143,348	\$ 49,357	\$ 93,991
Poole & Kent <i>Construction</i>	3,534,507	943,849	2,590,658
	\$ 3,677,855	\$ 993,206	\$ 2,684,649

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2021

Note 5 - Long-term Debt

Long-term debt activity for the year ended September 30, 2021, was as follows:

	<u>Beginning Balance</u>	<u>Additions</u>	<u>Reductions</u>	<u>Ending Balance</u>	<u>Due Within One Year</u>
Long-term Debt:					
Bonds Payable:					
Series 2010A Revenue Bonds	\$ 13,140,000	\$ 0	\$ (13,140,000)	\$ 0	\$ 0
Series 2010B Revenue Bonds	29,555,000	0	(29,555,000)	0	0
Series 2014A Revenue Bonds	21,615,000	0	(21,615,000)	0	0
Series 2014B Revenue Bonds	55,915,000	0	0	55,915,000	0
Series 2015 Revenue Bonds	16,335,000	0	(1,710,000)	14,625,000	1,800,000
Series 2020 Revenue Bonds	0	52,055,000	(930,000)	51,125,000	2,815,000
Direct Borrowings:					
2019 Bank Note	1,705,000	0	(190,000)	1,515,000	195,000
Series 2019 Credit Note	3,500,000	0	(1,000,000)	2,500,000	0
Bonds and Notes Payable	141,765,000	52,055,000	(68,140,000)	125,680,000	4,810,000
Bond-Related Amounts:					
Unamortized Premiums	8,542,456	7,921,462	(1,095,391)	15,368,527	0
Unamortized Discounts	(206,833)	0	206,833	0	0
Total Bonds and Notes Payable	150,100,623	59,976,462	(888,558)	141,048,527	4,810,000
Net Pension Liability:					
Net Pension Liability – FRS	3,441,980	0	0	3,441,980	0
Net Pension Liability – HIS	1,166,563	0	0	1,166,563	0
Total Net Pension Liability	4,608,543	0	0	4,608,543	0
Total Long-term Debt	\$ 154,709,166	\$ 59,976,462	\$ (69,028,558)	\$ 145,657,070	\$ 4,810,000

The 2010A and B Bonds

On November 2, 2010, the Authority issued \$13,140,000 Utility System Revenue Bonds, Series 2010A (the 2010A Bonds), and \$29,555,000 Utility System Revenue Bonds Series 2010B (the 2010B Bonds). The 2010A Bonds were issued to provide funds, together with other legally available monies of the Authority, for the principal purpose of refunding the Authority's outstanding \$30,000,000 Utility System Revenue Bond Anticipation Note (the 2010 Note). The 2010 Note had been issued by the Authority on January 20, 2010, and had refunded prior interim financing in the same principal amount from 2008.

The 2010A Bonds were issued at a discount of \$328,500, as term bonds maturing on October 1, 2037, but subject to mandatory redemption in specified lots beginning on October 1, 2036. The stated interest rate on the term bonds is 4.50%. The unamortized discount at September 30, 2020, is \$206,833, as shown above. No principal payments are due until October 1, 2036, but interest is due semi-annually each October 1 and April 1. The final maturity is October 1, 2037. Early redemption is not permitted.

The proceeds of the 2010B Bonds were issued to provide funds for financing a portion of the costs of certain capital improvements including Phases 2 and 3A of the Regional Integrated Loop System (RILS) project, fund capitalized interest, and pay issuance costs. A portion of the 2010B Bonds are designated by the Authority as Build America Bonds, authorized by the *American Recovery and Reinvestment Act of 2009*. As such, the Authority expects to receive Federal Direct Payments from the U.S. Treasury in an amount equal to approximately 30% of each interest payment on the 2010B Bonds. The 2010B Bonds were issued without premium or discount, as term bonds maturing on October 1, 2040, but subject to mandatory redemption in specified lots beginning on October 1, 2037. The stated interest rate on the term bonds is 6.402%. No principal payments are due until October 1, 2037, but interest is due semi-annually each

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2021

October 1 and April 1. The final maturity is October 1, 2040. Early redemption is not permitted. The 2010A & B Bonds were defeased on October 22, 2020 pursuant to the 2020 Bonds detailed below.

The 2014 and 2015 Bonds

On October 6, 2014, the Authority issued \$27,390,000 Utility System Refunding Revenue Bonds, Series 2014A (the 2014A Bonds). On December 29, 2014, the Authority issued \$56,065,000 Utility System Refunding Revenue Bonds Series 2014B (the 2014B Bonds). On July 7, 2015, the Authority issued \$23,910,000 Utility System Refunding Revenue Bonds Series 2015 (the 2015 Bonds).

The 2014A Bonds were issued without premium or discount, as term bonds maturing on October 1, 2027, but subject to mandatory redemption in specified lots beginning on October 1, 2015. The stated interest rate on the term bonds is 2.54%. Principal payments are due each October 1, and interest is due semi-annually each October 1 and April 1. The final maturity is October 1, 2027. Early redemption is permitted, subject to certain conditions. The 2014A Bonds were defeased on October 22, 2020 pursuant to the 2020 Bonds detailed below.

The 2014B Bonds were issued at a premium of \$8,903,446, as serial bonds, with stated interest rates of 5.00% (except for \$150,000 at 2.00% which was due and payable on October 1, 2015). The unamortized premium at September 30, 2021 is \$6,155,469. Principal payments are due each October 1, beginning October 1, 2028 (except for \$150,000 at 2.00% which was due and payable on October 1, 2015), and interest is due semi-annually each October 1 and April 1.

The 2014B Bonds (along with the now defeased 2014A Bonds – see 2020 Bonds below) were issued to provide funds, together with other legally available monies of the Authority, for the principal purpose of refinancing the Authority's outstanding 2005A Bonds in the par amount of \$88,415,000. The 2015 Bonds were issued to provide funds, together with other legally available monies of the Authority, for the principal purpose of refinancing the Authority's outstanding 2005B Bonds in the par amount of \$27,845,000.

The final maturity is October 1, 2035. The 2014B Bonds may be redeemed in whole or in part at any time on or after October 1, 2024, without penalty.

The 2015 Bonds were issued at a premium of \$3,310,428, as serial bonds, with stated interest rates of 5.00%. The unamortized premium at September 30, 2021, is \$1,687,669. Principal payments are due each

October 1, and interest is due semi-annually each October 1 and April 1. The final maturity is October 1, 2028. The 2015 Bonds may be redeemed in whole or in part at any time on or after October 1, 2024, without penalty.

At September 30, 2021, unamortized losses were \$1,729,823 (2014B Bonds) and \$40,784 (2015 Bonds). Amortization of \$123,559 (2014B Bonds) and \$6,274 (2015 Bonds) were charged to interest expense in 2021. These losses are being amortized over the remaining debt term using the straight-line method.

The 2020 Bonds

On October 22, 2020, the Authority issued \$52,055,000 Utility System Refunding Revenue Bonds, Series 2020 (the 2020 Bonds).

The 2020 Bonds were issued to provide funds, together with other legally available monies of the Authority, for the principal purpose of refinancing the Authority's outstanding 2010A, 2010B and 2014A Bonds in the par amount of \$52,055,000 and were refunded for a savings of over \$24 million (\$13 million in present value savings).

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The 2020 Bonds were issued at a premium of \$7,921,462, as serial bonds, with stated interest rates of 3.00% to 5.00% (except for a \$1,130,000 term bond at 2.00% which is due and payable on October 1, 2035). The unamortized premium at September 30, 2021, is \$7,525,389. Principal payments are due each October 1, and interest is due semi-annually each October 1 and April 1. The final maturity is October 1, 2040. The 2020 Bonds maturing on or before October 1, 2030 are not subject to optional redemption prior to maturity. The 2020 Bonds maturing on or after October 1, 2031 are redeemable prior to their stated maturity dates on or after October 1, 2030, without penalty.

At September 30, 2021, unamortized loss was \$196,492. Amortization of \$10,342 was charged to interest expense in 2021. This loss is being amortized over the remaining debt term using the straight-line method.

The 2019 Note – Direct Borrowing

On February 13, 2019, the Authority issued \$2,000,000 Utility System Subordinate Taxable Revenue Note, Series 2019 (the 2019 Note). The 2019 Note was issued to provide funds, together with other legally available monies of the Authority, for the principal purpose of purchasing the Authority’s Administration Office located in Lakewood Ranch, Florida.

The 2019 Note was issued without premium or discount, as term bonds maturing on October 1, 2028, but subject to mandatory redemption in specified lots beginning on October 1, 2019. The stated interest rate on the term bonds is 3.362%. Principal payments are due each October 1, and interest is due semi-annually each October 1 and April 1. The final maturity is October 1, 2028.

Series 2019 Credit Note – Direct Borrowing

On October 1, 2019, the Authority closed on a \$5,000,000 Non-Revolving Line of Credit (Series 2019 Credit Note) with a three year term. The Line of Credit will be used to provide funding for the Authority’s System-wide Benefit Projects (a subset of the Authority’s Capital Improvement Projects). The interest rate on the Line of Credit is variable and will be calculated at a rate of 79% of LIBOR plus thirty-six basis points with the interest payments being due on a semi-annual on April 1 and October 1. As of September 30, 2021, the Authority has drawn \$2,500,000 on the line of credit and the amount of unused line of credit is \$2,500,000.

Other Provisions

Principal and interest on the above bonds are payable from and secured by a lien upon and pledge of the Net Revenues (see below) plus the balances in certain funds and accounts as defined in the bond resolutions. The lien and pledge on each series of bonds is on parity with the others.

Bond covenants require the Authority to set rates so as always to 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 required County Payments, as defined in the bond resolutions. Net Revenues are defined in the bond resolutions as Gross Revenues less Operating and Maintenance Costs. Gross Revenues are operating revenues (excluding member dues) plus investment earnings, Federal Direct Payments, and certain transfers from the Rate Stabilization Account. Operating and Maintenance Costs are operating expenses excluding depreciation, studies, and master plans. Following are the required disclosures for 2020:

<u>Pledge Revenue</u>	<u>Revenue Pledged Through</u>	<u>Total Principal and Interest Outstanding</u>	<u>Current Year Principal and Interest Paid</u>	<u>Current Year Net Revenue</u>	<u>Percentage of Net Revenues to Principal and Interest Paid</u>
Net Revenues	10/01/40	\$ 183,041,897	\$ 9,568,061	\$ 16,549,500	173%

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The following is a schedule of future gross debt service requirements (excluding federal direct payments) of the Authority's outstanding bonds payable:

Year Ending September 30,	Bonds		Notes from Direct Borrowings		Total
	Principal	Interest	Principal	Interest	
2022	\$ 4,615,000	\$ 5,517,450	\$ 195,000	\$ 50,934	\$ 10,378,384
2023	4,815,000	5,314,850	200,000	44,378	10,374,228
2024	5,020,000	5,103,400	210,000	37,654	10,371,054
2025	5,235,000	4,882,800	215,000	30,594	10,363,394
2026	5,505,000	4,621,050	225,000	23,366	10,374,416
2027-2031	32,790,000	18,674,150	470,000	23,870	51,958,020
2032-2036	39,375,000	9,661,750	-	-	49,036,750
2037-2040	24,310,000	2,375,650	-	-	26,685,650
Total	\$ 121,665,000	\$ 56,151,100	\$ 1,515,000	\$ 210,797	\$ 179,541,897

Total interest costs on the above bonds incurred during 2021 were \$5,595,320, and federal direct payments on the 2010B Bonds were \$34,152. No interest costs were capitalized in 2021.

Note 6 - Restricted Assets and Net Position

Restricted assets represent moneys that have been set aside as a result of bond covenants or contractual agreements. Interest earnings are added to the balances and authorized expenditures are deducted from restricted assets.

Net position is restricted when restricted assets are funded from operating revenues. Only portions of debt related to the proceeds that have been spent to acquire capital assets are included in the calculation of the net investment in capital assets. Following are the balances in restricted assets and restricted net position at September 30, 2021:

	Restricted Assets	Restricted Net Position
Capital Outlay, Grants, etc.	\$ 1,646,628	\$ 1,646,628
Renewal and Replacement	2,557,075	2,557,075
Operations Reserve	1,750,253	1,750,253
Rate Stabilization Account	2,110,136	2,110,136
Debt Sinking Fund	-	-
Other	2,500	-
Total	\$ 8,066,592	\$ 8,064,092

The tenant security deposit of \$2,500 accounts for the variance between Restricted Assets and Restricted Net Position above.

Within the assets restricted for capital outlay, grants, etc. above, certain amounts have been attributed to specific customers to be used toward future projects or as general fund disbursements as follows:

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	Allocated General Fund	Allocated Project Savings
Charlotte County	\$ 63,157	\$ -
DeSoto County	3,438.00	-
Sarasota County	865,593	1,094,521
City of North Port	450,874	-
Total	\$ 450,874	\$ 1,094,521

Note 7 -Retirement Plan

General Information about the Florida Retirement System (FRS)

The FRS was created in Chapter 121, Florida Statutes, to provide a defined benefit pension plan for participating public employees. The FRS was amended in 1998 to add the Deferred Retirement Option Program (DROP) under the defined benefit plan and amended in 2000 to provide a defined contribution plan alternative to the defined benefit plan for FRS members effective July 1, 2002. This integrated defined contribution pension plan is the FRS Investment Plan. Chapter 112, Florida Statutes, established the Retiree Health Insurance Subsidy (HIS) Program, a cost-sharing multiple-employer defined benefit pension plan, to assist retired members of any state-administered retirement system in paying the costs of health insurance.

Essentially all regular employees of the Authority are eligible to enroll as members of the State-administered FRS. Provisions relating to FRS are established by Chapters 121 and 122, Florida Statutes; Chapter 112 Part IV, Florida Statutes; Chapter 238, Florida Statutes; and FRS Rules, Chapter 60S, Florida Administrative Code; wherein eligibility, contributions, and benefits are defined and described in detail. Such provisions may be amended at any time by further action from the Florida Legislature. The FRS is a single retirement system administered by the Florida Department of Management Services, Division of Retirement, and consists of two cost-sharing, multiple-employer defined-benefit plans and other nonintegrated programs. A comprehensive annual financial report of the FRS, which includes its financial statements, required supplementary information, actuarial report, and other relevant information, is available from the Florida Department of Management Services' web site (www.dms.myflorida.com).

Payables to the Pension Plan. At September 30, 2021, the Authority reported a payable of \$0 for the outstanding amount of contributions to the Plan, required for the fiscal year ended September 30, 2021.

FRS Pension Plan

Plan Description. The FRS Pension Plan (Plan) is a cost-sharing multiple-employer defined benefit pension plan, with a DROP for eligible employees. The general classes of membership applicable to the Authority are as follows:

- *Regular Class*—Members of the FRS who do not qualify for membership in the other classes.
- *Senior Management Service Class (SMSC)*—Members in senior management level positions.

Employees enrolled in the Plan prior to July 1, 2011, vest at six years of creditable service and employees enrolled in the Plan on or after July 1, 2011, vest at eight years of creditable service. All vested members enrolled prior to July 1, 2011, are eligible for normal retirement benefits at age 62 or at any age after 30 years of service, except for members classified as special risk who are eligible for normal retirement benefits at age 55 or at any age after 25 years of service. All members enrolled in the Plan on or after July 1, 2011, once vested, are eligible for normal retirement benefits at age 65 or any time after 33 years of creditable service, except for members classified as special risk who are eligible for normal retirement benefits at age 60 or at any age after 30 years of service. Members of the Plan may include up to four years

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of credit for military service toward creditable service. The Plan also includes an early retirement provision; however, there is a benefit reduction for each year a member retires before his or her normal retirement date. The Plan provides retirement, disability, death benefits, and annual cost-of-living adjustments to eligible participants.

DROP, subject to provisions of Section 121.091, Florida Statutes, permits employees eligible for normal retirement under the Plan to defer receipt of monthly benefit payments while continuing employment with an FRS employer. An employee may participate in DROP for a period not to exceed 60 months after electing to participate, except that certain instructional personnel may participate for up to 96 months. During the period of DROP participation, deferred monthly benefits are held in the FRS Trust Fund and accrue interest. The net pension liability does not include amounts for DROP participants, as these members are considered retired and are not accruing additional pension benefits.

Benefits under the Plan are computed on the basis of age and/or years of service, average final compensation, and service credit. Credit for each year of service is expressed as a percentage of the average final compensation. For members initially enrolled before July 1, 2011, the average final compensation is the average of the five highest fiscal years' earnings; for members initially enrolled on or after July 1, 2011, the average final compensation is the average of the eight highest fiscal years' earnings. The total percentage value of the benefit received is determined by calculating the total value of all service, which is based on the retirement class to which the member belonged when the service credit was earned. The following chart shows the percentage value for each year of service credit earned:

Class, Initial Enrollment, and Retirement Age/Years of Service	Percent Value
<i>Regular Class Members Initially Enrolled Before July 1, 2011:</i>	
Retirement up to age 62 or up to 30 years of service	1.60
Retirement at age 63 or with 31 years of service	1.63
Retirement at age 64 or with 32 years of service	1.65
Retirement at age 65 or with 33 or more years of service	1.68
<i>Regular Class Members Initially Enrolled on or After July 1, 2011:</i>	
Retirement up to age 65 or up to 33 years of service	1.60
Retirement at age 66 or with 34 years of service	1.63
Retirement at age 67 or with 35 years of service	1.65
Retirement at age 68 or with 36 or more years of service	1.68
<i>Senior Management Service Class</i>	2.00

As provided in Section 121.101, Florida Statutes, if the member is initially enrolled in the FRS before July 1, 2011, and all service credit was accrued before July 1, 2011, the annual cost-of-living adjustment is 3% per year. If the member is initially enrolled before July 1, 2011, and has service credit on or after July 1, 2011, there is an individually calculated cost-of-living adjustment. The annual cost-of-living adjustment is a proportion of 3% determined by dividing the sum of the pre-July 2011 service credit by the total service credit at retirement multiplied by 3%. Plan members initially enrolled on or after July 1, 2011, will not have a cost-of-living adjustment after retirement.

Contributions. The Florida Legislature establishes contribution rates for participating employers and employees. Contribution rates during the Authority's 2020-21 fiscal year were as follows:

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<u>Class</u>	<u>Year Ended June 30, 2021</u>		<u>Year Ended June 30, 2022</u>	
	<u>Percent of Gross Salary</u>		<u>Percent of Gross Salary</u>	
	<u>Employee</u>	<u>Employer</u>	<u>Employee</u>	<u>Employer</u>
FRS, Regular	3.00	8.28	3.00	8.28
FRS, Senior Management Services	3.00	25.57	3.00	25.57
DROP – Applicable to Members from All of the Above Classes	0.00	15.32	0.00	15.32
Investment Plan, Regular	0.00	3.44	0.00	3.44
FRS, Reemployment Retiree	(1)	(1)	(1)	(1)

Notes: (1) Contribution rates are dependent upon retirement class in which reemployed.

The Authority's contributions (employer only) to the Plan totaled \$284,132 for the fiscal year ended September 30, 2021. This excludes the HIS defined benefit pension plan contributions.

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions. At September 30, 2021, the Authority reported a liability of \$3,441,980 for its proportionate share of the net pension liability. The net pension liability was measured as of June 30, 2021, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of July 1, 2021. The Authority's proportionate share of the net pension liability was based on the Authority's 2020-21 fiscal year contributions relative to the 2020-21 fiscal year contributions of all participating members. At June 30, 2021, the Authority's proportion was .007941538%, which was an increase of .000364262 from its proportion measured as of June 30, 2020.

For the year ended September 30, 2021, the Authority recognized pension expense of \$744,384 related to the Plan. At September 30, 2021, the Authority reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

<u>Description</u>	<u>Deferred Outflows of Resources</u>	<u>Deferred Inflows of Resources</u>
Employer Contributions after Measurement Date Difference Between Expected and Actual Experience	\$ 85,332	\$ 0
Changes of Assumptions	131,732	0
Changes in Proportion and Difference Between Authority Contributions and Proportionate Share of Contributions	623,108	0
Net Difference between Projected and Actual Earnings on Pension Plan Investments	103,493	32,035
Total	<u>\$ 1,148,603</u>	<u>\$ 32,035</u>

The deferred outflows of resources related to pensions, totaling \$85,332, resulting from Authority contributions subsequent to the measurement date but prior to the end of the reporting period will be recognized as a reduction of the net pension liability in the subsequent fiscal year. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

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<u>Fiscal Year</u> <u>Ending June 30,</u>	<u>Amount</u>
2021	\$ 200,081
2022	321,095
2023	283,451
2024	175,900
2025	50,709
Total	\$ 1,031,236

Actuarial Assumptions. The total pension liability in the July 1, 2021, actuarial valuation was determined using the individual entry age cost method, and the following actuarial assumptions:

Inflation	2.40%
Salary Increases	3.25% Average, Including Inflation
Discount Rate	6.80%
Long-term Expected Rate of Return, Net of Investment Expense	6.80%
Municipal Bond Index	N/A

Mortality rates were based on the PUB-2010 base table which varies by member category and sex, projected generationally with Scale MP-2018 details in valuation report.

The actuarial assumptions used in the July 1, 2021 valuation were based on the results of an actuarial experience study for the period July 1, 2013 through June 30, 2018.

The long-term expected rate of return on pension plan investments was not based on historical returns, but instead is based on a forward-looking capital market economic model. The allocation policy's description of each asset class was used to map the target allocation to the asset classes shown below. Each asset class assumption is based on a consistent set of underlying assumptions, and includes an adjustment for the inflation assumption. The target allocation and best estimates of arithmetic and geometric real rates of return for each major asset class are summarized in the following table:

<u>Asset Class</u>	<u>Target Allocation</u>	<u>Annual Arithmetic Return</u>	<u>Compound Annual (Geometric) Return</u>	<u>Standard Deviation</u>
Cash	1.0%	2.2%	2.2%	1.2%
Fixed Income	19.0%	3.0%	2.9%	3.5%
Global Equity	54.2%	8.0%	6.7%	17.1%
Real Estate	10.3%	6.4%	5.8%	11.7%
Private Equity	11.1%	10.8%	8.1%	25.7%
Strategic Investments	4.4%	5.5%	5.3%	6.9%
Total	100.0%			

Assumed Inflation – Mean 2.4% 1.7%

Discount Rate. The discount rate used to measure the total pension liability was 6.80%. The Plan's fiduciary net position was projected to be available to make all projected future benefit payments of current active and inactive employees. Therefore, the discount rate for calculating the total pension liability is equal to the long-term expected rate of return. The discount rate was 6.80% in the July 1, 2020 valuation.

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Sensitivity of the Authority's Proportionate Share of the Net Position Liability to Changes in the Discount Rate. The following presents the Authority's proportionate share of the net pension liability calculated using the discount rate of 6.80%, as well as what the Authority's proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1-percentage-point lower (5.80%) or 1-percentage-point higher (7.80%) than the current rate:

FRS – Authority:

	1% Decrease (5.80%)	Current Discount Rate (6.80%)	1% Increase (7.80%)
Authority's Proportionate Share of the Net Pension Liability	\$ 5,496,263	\$ 3,441,980	\$ 1,726,233

Pension Plan Fiduciary Net Position. Detailed information about the Plan's fiduciary net position is available in the separately issued FRS Pension Plan and Other State Administered Systems Comprehensive Annual Financial Report.

HIS Pension Plan

Plan Description. The HIS Pension Plan (HIS Plan) is a cost-sharing multiple-employer defined benefit pension plan established under Section 112.363, Florida Statutes, and may be amended by the Florida Legislature at any time. The benefit is a monthly payment to assist retirees of State-administered retirement systems in paying their health insurance costs and is administered by the Division of Retirement within the Florida Department of Management Services.

Benefits Provided. For the fiscal year ended September 30, 2020, eligible retirees and beneficiaries received a monthly HIS payment equal to the number of years of service credited at retirement multiplied by \$5. The minimum payment is \$30 and the maximum payment is \$150 per month, pursuant to Section 112.363, Florida Statutes. To be eligible to receive a HIS Plan benefit, a retiree under a State-administered retirement system must provide proof of health insurance coverage, which may include Medicare.

Contributions. The HIS Plan is funded by required contributions from FRS participating employers as set by the Florida Legislature. Employer contributions are a percentage of gross compensation for all active FRS members. For the Plan fiscal years ended June 30, 2021 and 2020, the contribution rate was 1.66% of payroll pursuant to Section 112.363, Florida Statutes. The Authority contributed 100% of its statutorily required contributions for the current and all preceding years. HIS Plan contributions are deposited in a separate trust fund from which payments are authorized. HIS Plan benefits are not guaranteed and are subject to annual legislative appropriation. In the event the legislative appropriation or available funds fail to provide full subsidy benefits to all participants, benefits may be reduced or canceled.

The Authority's contributions to the HIS Plan totaled \$56,425 for the fiscal year ended September 30, 2021.

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions. At September 30, 2021, the Authority reported a net pension liability of \$1,166,563 for its proportionate share of the HIS Plan's net pension liability. The net pension liability was measured as of June 30, 2021, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of July 1, 2021. The Authority's proportionate share of the net pension liability was based on the Authority's 2020-21 fiscal year contributions relative to the total

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2020-21 fiscal year contributions of all participating members. At June 30, 2021, the Authority's proportionate share was 0.009554288%, which was an increase of .000332701 from its proportionate share measured as of June 30, 2020.

For the fiscal year ended September 30, 2021, the Authority recognized pension expense of 116,750 related to the HIS Plan. In addition, the Authority reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

<u>Description</u>	<u>Deferred Outflows of Resources</u>	<u>Deferred Inflows of Resources</u>
Employer Contributions after Measurement Date	\$ 15,222	\$ 0
Difference Between Expected and Actual Experience	47,719	900
Changes of Assumptions	125,439	67,831
Changes in Proportion and Difference between Authority Contributions and Proportionate Share of Contributions	107,251	1,591
Net Difference between Projected and Actual Earnings on Pension Plan Investments	<u>932</u>	<u>0</u>
Total	<u>\$ 296,563</u>	<u>\$ 70,322</u>

The deferred outflows of resources related to pensions, totaling \$15,222, resulting from Authority contributions to the HIS Plan subsequent to the measurement date but prior to the end of the reporting period will be recognized as a reduction of the net pension liability in the subsequent fiscal year. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

<u>Fiscal Year Ending</u>	<u>Amount</u>
2022	\$ 50,566
2023	43,405
2024	28,144
2025	32,521
2026	32,613
Thereafter	<u>23,770</u>
Total	<u>\$ 211,019</u>

Actuarial Assumptions. The total pension liability in the July 1, 2021 actuarial valuation, was determined using the individual entry age cost method, and the following actuarial assumptions:

Inflation	2.21%
Salary Increases	3.25% Average, Including Inflation
Discount Rate	2.21%
Long-term Expected Rate of Return, Net of Investment Expense	N/A
Municipal Bond Index	2.21%

Mortality rates were based on the Generational PUB-2010 with Projection Scale MP-2018; details in valuation report.

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The actuarial assumptions used in the July 1, 2021 valuation, were based on the results of an actuarial experience study for the period July 1, 2013 through June 30, 2018.

Discount Rate. The discount rate used to measure the total pension liability was 2.21%. In general, the discount rate for calculating the total pension liability is equal to the single rate equivalent to discounting at the long-term expected rate of return for benefit payments prior to the projected depletion date. Because the HIS benefit is essentially funded on a pay-as-you-go basis, the depletion date is considered to be immediate, and the single equivalent discount rate is equal to the municipal bond rate selected by the HIS Plan sponsor. The Bond Buyer General Obligation 20-Bond Municipal Bond Index was adopted as the applicable municipal bond index.

Sensitivity of the Authority's Proportionate Share of the Net Pension Liability to Changes in the Discount Rate. The following presents the Authority's proportionate share of the net pension liability calculated using the discount rate of 2.21%, as well as what the Authority's proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1-percentage-point lower (1.21%) or 1-percentage-point higher (3.21%) than the current rate:

	1% Decrease (1.21%)	Current Discount Rate (2.21%)	1% Increase (3.21%)
Authority's Proportionate Share of the Net Pension Liability	\$ 1,348,495	\$ 1,166,563	\$ 1,017,652

Pension Plan Fiduciary Net Position. Detailed information about the HIS Plan's fiduciary net position is available in the separately issued FRS Pension Plan and Other State Administered Systems Comprehensive Annual Financial Report.

FRS – Defined Contribution Pension Plan

The Authority contributes to the FRS Investment Plan (Investment Plan), a defined contribution pension plan, for its eligible employees electing to participate in the Investment Plan. The Investment Plan is administered by the SBA, and is reported in the SBA's annual financial statements and in the State of Florida Comprehensive Annual Financial Report. Service retirement benefits are based upon the value of the member's account upon retirement.

As provided in Section 121.4501, Florida Statutes, eligible FRS members may elect to participate in the Investment Plan in lieu of the FRS defined-benefit plan. Authority employees participating in DROP are not eligible to participate in the Investment Plan. Employer and employee contributions, including amounts contributed to individual member's accounts, are defined by law, but the ultimate benefit depends in part on the performance of investment funds. Benefit terms, including contribution requirements, for the Investment Plan are established and may be amended by the Florida Legislature. The Investment Plan is funded with the same employer and employee contribution rates that are based on salary and membership class (Regular Class, Elected County Officers, etc.), as the FRS defined benefit plan. Contributions are directed to individual member accounts, and the individual members allocate contributions and account balances among various approved investment choices. Allocations to the investment member's accounts during the 2019-20 fiscal year were as follows:

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Class	Year Ended June 30, 2020		Year Ended June 30, 2021	
	Percent of Gross Compensation		Percent of Gross Compensation	
	Employee	Employer	Employee	Employer
FRS, Regular Class	3.00	3.30	3.00	3.30
FRS, Senior Management Service Class	3.00	4.67	3.00	4.67

For all membership classes, employees are immediately vested in their own contributions and are vested after one year of service for employer contributions and investment earnings. If an accumulated benefit obligation for service credit originally earned under the FRS Pension Plan is transferred to the Investment Plan, the member must have the years of service required for FRS Pension Plan vesting (including the service credit represented by the transferred funds) to be vested for these funds and the earnings on the funds. Nonvested employer contributions are placed in a suspense account for up to five years. If the employee returns to FRS-covered employment within the five-year period, the employee will regain control over their account. If the employee does not return within the five-year period, the employee will forfeit the accumulated account balance. Costs of administering the Investment Plan, including the FRS Financial Guidance Program, are funded through an employer contribution of 0.06% of payroll and by forfeited benefits of Investment Plan members. For the fiscal year ended September 30, 2021, the information for the amount of forfeitures was unavailable from the SBA; however, management believes that these amounts, if any, would be immaterial to the Authority.

After termination and applying to receive benefits, the member may rollover vested funds to another qualified plan, structure a periodic payment under the Investment Plan, receive a lump-sum distribution, leave the funds invested for future distribution, or any combination of these options. Disability coverage is provided; the member may either transfer the account balance to the FRS Pension Plan when approved for disability retirement to receive guaranteed lifetime monthly benefits under the FRS Pension Plan, or remain in the Investment Plan and rely upon that account balance for retirement income.

The Authority's contributions to the Investment Plan totaled \$6,610 for the fiscal year ended September 30, 2021. The Authority's Investment Plan pension expense totaled \$33,543 for the fiscal year ended September 30, 2021.

FRS – Summary of Defined Benefit Pension Plans

The aggregate amount of net pension liability, and the related deferred outflows of resources, deferred inflows of resources, and pension expense for the Authority's defined benefit pension plans are summarized below:

	Net Pension Liability	Deferred Outflows of Resources	Deferred Inflows of Resources	Pension Expense
FRS	\$ 3,441,980	\$ 1,148,603	\$ 32,035	\$ 744,384
HIS	1,166,563	296,563	70,322	116,750
Total	\$ 4,608,543	\$ 1,445,166	\$ 102,357	\$ 861,134

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2021

Note 8 - Risk Management

The Authority is exposed to various risks of loss related to torts; theft of, damage to and destruction of assets; errors and omissions; and natural disasters for which the Authority carries commercial insurance. There has been no significant reduction in insurance coverage from the prior year, and there have been no settlements or claims in excess of coverage for the past three years.

Note 9 - COVID-19 Pandemic

As a wholesale water utility, the Authority has remained largely unaffected by the economic impacts of the COVID-19 pandemic. There have not been any material changes to budgeted revenues or expenses for both prior or upcoming fiscal years and policies have been implemented to ensure the safety and welfare of the Authority staff and public.

REQUIRED SUPPLEMENTARY INFORMATION

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
SCHEDULE OF THE AUTHORITY'S PROPORTIONATE SHARE
OF THE NET PENSION LIABILITY
FLORIDA RETIREMENT SYSTEM AND HEALTH INSURANCE SUBSIDY PENSION PLANS
LAST 10 FISCAL YEARS**

FLORIDA RETIREMENT SYSTEM PENSION PLAN

Year Ended June 30,	Authority's Proportion of the FRS Net Pension Plan	Authority's Proportion Share of the FRS Net Pension Plan Liability	Authority's Covered Payroll (FYE June 30)	Authority's Proportionate Share of the FRS Net Pension Liability as a Percentage of its Covered Payroll	FRS Plan Fiduciary Net Position as a Percentage of the Total Pension Liability
2014	0.007989257%	\$ 487,462	\$ 2,390,715	20.39%	96.09%
2015	0.008389114%	1,083,567	2,460,331	44.04%	92.00%
2016	0.734946400%	1,855,745	2,466,289	75.24%	84.88%
2017	0.007389965%	2,185,902	2,647,640	82.56%	83.89%
2018	0.007500678%	2,259,243	2,830,735	79.81%	84.26%
2019	0.007577275%	2,609,508	3,084,084	84.61%	82.61%
2020	0.007941538%	3,441,980	3,225,152	106.72%	78.85%
2021	0.007941538%	3,441,980	3,225,152	106.72%	78.85%

HEALTH INSURANCE SUBSIDY PENSION PLAN

Year Ended June 30,	Authority's Proportion of the HIS Net Pension Plan	Authority's Proportion Share of the HIS Net Pension Liability	Authority's Covered Payroll (FYE June 30)	Authority's Proportionate Share of the HIS Net Pension Liability as a Percentage of its Covered Payroll	HIS Plan Fiduciary Net Position as a Percentage of the Total Pension Liability
2014	0.008048456%	\$ 752,550	\$ 2,304,992	32.65%	0.99%
2015	0.008028182%	818,748	2,460,331	33.28%	0.50%
2016	0.007989135%	931,101	2,466,289	37.75%	0.97%
2017	0.008312632%	888,825	2,647,640	33.57%	1.64%
2018	0.008666849%	917,309	2,830,735	32.41%	2.15%
2019	0.009221584%	1,031,803	3,084,084	33.46%	2.63%
2020	0.009554288%	1,166,563	3,225,152	36.17%	3.00%
2021	0.009554288%	1,166,563	3,225,152	36.17%	3.00%

Note:

Additional information will be provided annually until ten years' data is presented.

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
SCHEDULE OF AUTHORITY CONTRIBUTIONS
FLORIDA RETIREMENT SYSTEM AND HEALTH INSURANCE SUBSIDY PENSION PLANS
LAST 10 FISCAL YEARS**

FLORIDA RETIREMENT SYSTEM PENSION PLAN

Year Ended September 30,	Contractually Required Contribution	FRS Contribution in Relation to the Contractually Required Contribution	FRS Contribution Deficiency (Excess)	Authority's Covered Payroll (FYE September 30)	FRS Contributions as a Percentage of Covered Payroll
2014	\$ 219,705	\$ (219,705)	\$ -	\$ 2,411,837	9.11%
2015	201,785	(201,785)	-	2,458,752	8.21%
2016	188,652	(188,652)	-	2,600,710	7.25%
2017	196,023	(196,023)	-	2,702,982	7.25%
2018	216,626	(216,626)	-	2,849,798	7.60%
2019	242,124	(242,124)	-	3,171,685	7.63%
2020	284,132	(284,132)	-	3,395,122	8.37%
2021	284,132	(284,132)	-	3,395,122	8.37%

HEALTH INSURANCE SUBSIDY PENSION PLAN

Year Ended September 30,	Contractually Required Contribution	HIS Contribution in Relation to the Contractually Required Contribution	HIS Contribution Deficiency (Excess)	Authority's Covered Payroll (FYE September 30)	HIS Contributions as a Percentage of Covered Payroll
2014	\$ 34,372	\$ (34,372)	\$ -	\$ 2,411,837	1.43%
2015	32,819	(32,819)	-	2,458,752	1.33%
2016	43,099	(43,099)	-	2,600,710	1.66%
2017	44,994	(44,994)	-	2,702,982	1.66%
2018	47,317	(47,317)	-	2,849,798	1.66%
2019	52,661	(52,661)	-	3,171,685	1.66%
2020	56,425	(56,425)	-	3,395,122	1.66%
2021	56,425	(56,425)	-	3,395,122	1.66%

Note:

Additional information will be provided annually until ten years' data is presented.

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
NOTES TO REQUIRED SUPPLEMENTARY INFORMATION
SEPTEMBER 30, 2021

Note I - Changes in Benefit Terms and Assumptions – 2021

Changes in Benefit Terms from the year ended June 30, 2020 to June 30, 2021:

- **FRS**—No significant changes.
- **HIS**—No significant changes.

Changes in Assumptions from the year ended June 30, 2020 to June 30, 2021:

- **FRS**—The long-term expected rate of return was **in/decreased** from 6.80% to **6.80%** and the active member mortality assumption was updated.
- **HIS**—The municipal rate used to determine total pension liability **in/decreased** from 2.21% to **2.21%**.

Note II - Changes in Benefit Terms and Assumptions – 2020

Changes in Benefit Terms from the year ended June 30, 2019 to June 30, 2020:

- **FRS**—No significant changes.
- **HIS**—No significant changes.

Changes in Assumptions from the year ended June 30, 2019 to June 30, 2020:

- **FRS**—The long-term expected rate of return was decreased from 6.90% to 6.80% and the active member mortality assumption was updated.
- **HIS**—The municipal rate used to determine total pension liability decreased from 3.50% to 2.21%.

Note III - Changes in Benefit Terms and Assumptions – 2019

Changes in Benefit Terms from the year ended June 30, 2018 to June 30, 2019:

- **FRS**—No significant changes.
- **HIS**—No significant changes.

Changes in Assumptions from the year ended June 30, 2018 to June 30, 2019:

- **FRS**—The long-term expected rate of return was decreased from 7.00% to 6.90% and the active member mortality assumption was updated.
- **HIS**—The municipal rate used to determine total pension liability decreased from 3.87% to 3.50%.

Note IV - Changes in Benefit Terms and Assumptions – 2018

Changes in Benefit Terms from the year ended June 30, 2017 to June 30, 2018:

- **FRS**—No significant changes.
- **HIS**—No significant changes.

Changes in Assumptions from the year ended June 30, 2017 to June 30, 2018:

- **FRS**—The long-term expected rate of return was decreased from 7.10% to 7.00%, and the active member mortality assumption was updated.
- **HIS**—The municipal rate used to determine total pension liability increased from 3.58% to 3.87%.

Note V - Changes in Benefit Terms and Assumptions – 2017

Changes in Benefit Terms from the year ended June 30, 2016 to June 30, 2017:

- **FRS**—No significant changes.
- **HIS**—No significant changes.

Changes in Assumptions from the year ended June 30, 2016 to June 30, 2017:

- **FRS**—The long-term expected rate of return was decreased from 7.60% to 7.10%, and the active member mortality assumption was updated.
- **HIS**—The municipal rate used to determine total pension liability increased from 2.85% to 3.58%.

STATISTICAL SECTION

(unaudited)

This part of the Authority's annual comprehensive financial report presents detailed information as a context for understanding what the information in the financial statements, note disclosures, and required supplementary information says about the Authority's overall financial health.

<u>Contents</u>	<u>Page</u>
Financial Trends	67- 69
<i>These schedules contain trend information to help the reader understand how the Authority's financial performance has changed over time.</i>	
Revenue Capacity	70- 71
<i>These schedules contain information to help the reader assess the Authority's revenue sources</i>	
Debt Capacity	72- 73
<i>These schedules present information to help the reader assess the affordability of the Authority's current level of outstanding debt and the Authority's ability to issue additional debt in the future.</i>	
Operating Information	74- 75
<i>These schedules contain service and infrastructure data to help the reader understand how the information in the Authority's financial report relates to the services the Authority provided services and the activities.</i>	
Demographic and Economic Information	76
<i>These tables offer demographic and economic indicators to help the reader understand the environment in which the Authority's financial activities take place.</i>	

Peace River Mansota Regional Water Supply Authority
 Net Position by Component
 Last 10 Fiscal Years

	2021	2020	2019	2018	2017	2016	2015	2014	2013	2012
Net Position										
Net Investment in Capital Assets	108,894,598	105,577,779	97,126,276	99,249,484	105,836,765	112,351,825	118,384,875	120,279,428	123,200,105	130,941,881
Restricted	8,064,092	9,833,916	12,442,351	21,782,830	20,136,402	19,361,213	19,738,780	19,751,759	26,529,102	17,444,686
Unrestricted	16,509,981	19,894,771	15,578,057	8,047,922	9,335,832	7,875,473	6,540,101	8,109,723	8,171,036	14,251,094
Total Net Position	133,468,671	135,306,466	125,146,684	129,080,236	135,308,999	139,588,511	144,663,757	148,140,910	157,900,243	162,637,661

Peace River Mansota Regional Water Supply Authority
Schedule of Revenues, Expenses & Changes in Fund Net Position
Last 10 Fiscal Years

	2021	2020	2019	2018	2017	2016	2015	2014	2013	2012
Operating Revenues										
Member Dues	386,508	371,160	389,200	355,300	336,499	309,500	309,000	277,600	278,300	280,999
Water Sales	32,901,494	31,941,419	31,125,103	30,467,231	30,390,798	30,110,490	29,474,921	29,135,301	28,065,437	26,645,698
Special Assessment	625,000	325,000	100,000	60,000	60,000	50,000	50,000	50,000	50,000	100,000
Renewal & Replacement	-	-	-	-	-	-	-	1,200,000	1,200,000	1,300,000
Other	2,001,015	652,183	131,499	37,354	27,018	21,993	27,131	19,137	30,419	37,035
Total Operating Revenues	35,914,017	33,289,762	31,745,802	30,919,885	30,814,315	30,491,983	29,861,052	30,682,038	29,624,156	28,363,732
Operating Expenses										
Cost of Sales & Services	17,911,435	16,882,050	16,415,682	15,002,110	14,200,760	13,574,250	13,493,354	13,819,834	13,077,440	12,945,545
Studies & Master Plan	-	124,531	307,294	18,112	5,259	20,790	59,296	316,460	108,306	1,093,178
Administration	502,566	466,511	743,901	683,723	627,038	602,466	568,400	489,972	511,692	363,085
Depreciation	12,305,355	12,686,624	12,495,084	12,573,146	12,156,431	11,878,125	11,595,914	11,687,372	11,464,530	10,562,683
Total Operating Expenses	30,719,357	30,159,719	29,961,961	28,277,091	26,989,489	26,075,631	25,716,964	26,313,638	25,161,968	24,964,491
Operating Income	5,194,660	3,130,043	1,783,841	2,642,794	3,824,826	4,416,352	4,144,088	4,368,400	4,462,188	3,399,241
Nonoperating Revenues (Expenses)										
Grants - Studies & Master Plans	727,805	-	153,648	9,056	-	-	14,183	158,201	62,940	664,266
Investment Earnings	32,949	341,225	675,603	32,949	264,130	156,744	119,460	54,662	104,066	218,700
Oversize Facility Payments	(1,971,557)	(1,971,557)	(1,971,557)	(1,971,557)	(1,971,557)	(1,971,557)	(1,971,557)	(1,971,557)	(1,971,557)	(1,971,557)
County Payments	(796,000)	(796,000)	(796,000)	(796,000)	(796,000)	(796,000)	(750,000)	(750,000)	(750,000)	(750,000)
Other Customer Payments	(1,345,125)	(1,345,321)	(1,345,634)	(1,345,291)	(1,346,176)	(1,331,317)	(1,474,954)	(1,243,187)	-	-
Interest Expense	(4,816,996)	(6,278,223)	(6,347,370)	(6,406,851)	(6,504,533)	(6,598,330)	(7,232,175)	(8,291,931)	(8,454,925)	(7,857,220)
Bond Issuance Costs	(425,513)	(51,630)	(49,940)	-	-	(4,801)	(838,506)	-	-	-
Federal Direct Payments	34,152	584,835	582,352	579,868	578,006	578,626	576,565	576,143	633,431	425,725
Taxes	-	-	-	-	-	-	-	(224,975)	-	-
Total Nonoperating Revenues	(8,560,285)	(9,516,671)	(9,098,899)	(9,897,826)	(9,776,130)	(9,966,635)	(11,556,985)	(11,692,644)	(10,376,045)	(9,270,086)
(Loss) Before Capital Contributions	(3,365,625)	(6,386,627)	(7,315,057)	(7,255,032)	(5,951,304)	(5,550,283)	(7,412,897)	(7,324,244)	(5,913,857)	(5,870,845)
Capital Contributions										
Capital Grants	527,828	8,900,721	3,381,505	611,870	1,671,793	-	1,250,000	1,000,000	1,176,439	11,597,995
Capital Refunds - Customers	-	-	-	-	-	(24,964)	-	(2,081,569)	-	-
Capital Payments - Customers	1,000,000	7,645,686	-	-	-	500,000	4,393,635	-	-	1,114,265
Contribution from General Fund	-	-	-	-	-	-	-	-	-	-
Total Capital Contributions	1,527,828	16,546,407	3,381,505	611,870	1,671,793	475,036	5,643,635	(1,081,569)	1,176,439	12,712,260
Change in Net Position	(1,837,796)	10,159,781	(3,933,552)	(6,643,162)	(4,279,511)	(5,075,247)	(1,769,262)	(8,405,813)	(4,737,418)	6,841,415
Total Net Position, Beginning of Year:										
As Originally Reported	135,306,466	125,146,684	129,080,236	135,308,999	139,588,511	144,663,758	148,140,910	157,900,243	162,637,661	155,796,246
Adjustments due to GASB Changes	-	-	-	-	-	-	(1,707,890)	(1,353,520)	-	-
As Adjusted	135,306,466	125,146,684	129,080,236	135,308,999	139,588,511	144,663,758	146,433,020	156,546,723	162,637,661	155,796,246
Total Net Position, End of Year	133,468,670	135,306,466	125,146,684	129,080,236	135,308,999	139,588,511	144,663,758	148,140,910	157,900,243	162,637,661

Peace River Manasota Regional Water Supply Authority
Schedule of Restricted Assets
Last 10 Fiscal Years

Fiscal Year	Construction Funds	Renewal & Replacement Funds	Rate Stabilization Funds	Debt Sinking Fund	Operations Reserve	Total
2021	\$ 1,646,628	\$ 2,557,075	\$ 2,110,136	\$ -	\$ 1,750,253	\$ 8,064,092
2020	\$ 1,405,527	\$ 2,784,231	\$ 2,106,855	\$ 1,855,637	\$ 1,681,667	\$ 9,833,916
2019	\$ 5,019,752	\$ 2,525,907	\$ 2,082,159	\$ -	\$ 1,626,200	\$ 11,254,018
2018	\$ 6,578,286	\$ 2,522,356	\$ 2,030,336	\$ -	\$ 9,450,602	\$ 20,581,580
2017	\$ 6,138,790	\$ 2,801,982	\$ 1,992,134	\$ -	\$ 8,317,430	\$ 19,250,336
2016	\$ 6,761,100	\$ 2,571,228	\$ 1,970,729	\$ -	\$ 8,237,024	\$ 19,540,081
2015	\$ 7,775,197	\$ 2,993,127	\$ 1,960,080	\$ -	\$ 8,177,886	\$ 20,906,290
2014	\$ 9,954,977	\$ 2,230,910	\$ 1,951,554	\$ -	\$ 8,140,581	\$ 22,278,022
2013	\$ 12,770,944	\$ 3,618,214	\$ 2,051,274	\$ -	\$ 8,113,416	\$ 26,553,848
2012	\$ 11,105,788	\$ 3,692,354	\$ 1,446,087	\$ -	\$ 1,809,293	\$ 18,053,522

Peace River Mansota Regional Water Supply Authority
 Water Sales by Customer (Average Millions of Gallons per Day)
 Last 10 Fiscal Years

	2021	2020	2019	2018	2017	2016	2015	2014	2013	2012
Charlotte County	11.39	11.08	10.45	10.46	11.28	10.39	10.43	10.40	9.99	9.99
DeSoto County	0.69	0.54	0.59	0.61	0.91	0.67	0.72	0.82	0.62	0.57
Sarasota County	14.24	15.52	12.72	12.47	12.99	13.52	12.85	12.51	12.07	11.27
City of North Port	2.30	1.71	2.00	0.94	1.17	1.36	1.58	1.49	1.79	1.64
	28.62	28.85	25.75	24.48	26.34	25.93	25.57	25.21	24.47	23.47

Peace River Mansota Regional Water Supply Authority
Water Sales by Customer
Last 10 Fiscal Years

	2021	2020	2019	2018	2017	2016	2015	2014	2013	2012
Charlotte County	\$ 12,849,855	\$ 12,298,409	\$ 12,135,535	\$ 12,023,423	\$ 11,923,405	\$ 11,683,694	\$ 11,742,717	\$ 11,316,097	\$ 10,966,389	\$ 11,083,342
DeSoto County	707,891	644,396	657,885	657,533	727,914	657,623	681,263	702,732	636,211	606,779
Sarasota County	16,288,782	16,173,521	15,426,735	15,194,277	15,146,130	15,137,268	14,460,202	14,532,553	13,983,911	12,917,253
City of North Port	3,054,966	2,805,976	2,905,347	2,591,998	2,593,349	2,631,905	2,590,739	2,583,918	2,478,926	2,038,324
Other	-	19,117	-	-	-	-	-	-	-	-
	\$ 32,901,494	\$ 31,941,419	\$ 31,125,501	\$ 30,467,231	\$ 30,390,798	\$ 30,110,490	\$ 29,474,921	\$ 29,135,301	\$ 28,065,437	\$ 26,645,698

Peace River Manasota Regional Water Supply Authority
 Schedule of Long Term Debt by Issuance
 Last 10 Fiscal Years

FY	2005A	2005B	2008 BAN	2010A	2010B	2014A	2014B	2015	2019	2020	Line of Credit	Total
2021	-	-	-	-	-	-	55,915,000	14,625,000	1,515,000	51,125,000	2,500,000	125,680,000
2020	-	-	-	13,140,000	29,555,000	21,615,000	55,915,000	16,335,000	1,705,000	-	3,500,000	141,765,000
2019	-	-	-	13,140,000	29,555,000	22,780,000	55,915,000	17,960,000	1,885,000	-	-	141,235,000
2018	-	-	-	13,140,000	29,555,000	23,915,000	55,915,000	19,510,000	-	-	-	142,035,000
2017	-	-	-	13,140,000	29,555,000	25,020,000	55,915,000	20,990,000	-	-	-	144,620,000
2016	-	-	-	13,140,000	29,555,000	26,100,000	55,915,000	22,395,000	-	-	-	147,105,000
2015	-	-	-	13,140,000	29,555,000	27,155,000	55,915,000	23,735,000	-	-	-	149,500,000
2014	88,415,000	27,845,000	-	13,140,000	29,555,000	-	-	-	-	-	-	158,955,000
2013	89,175,000	29,225,000	-	13,140,000	29,555,000	-	-	-	-	-	-	161,095,000
2012	89,910,000	30,550,000	-	13,140,000	29,555,000	-	-	-	-	-	-	163,155,000

Peace River Manasota Regional Water Supply Authority
Debt Service Coverage
Last 10 Fiscal Years

	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021
Gross Revenues										
Water Sales	\$ 27,945,698	\$ 29,265,437	\$ 29,135,301	\$ 29,474,921	\$ 30,110,490	\$ 30,390,798	\$ 30,467,231	\$ 31,125,103	\$ 31,941,419	\$ 32,901,494
Renewal & Replacement Revenue			1,200,000							
Interest	2,187,700	104,066	54,662	119,460	156,744	264,130	447,348	675,603	341,225	32,949
Federal Subsidy Interest (2010B Bond Issue) ⁽¹⁾	662,239	633,431	576,143	576,565	578,626	578,006	579,868	-	-	-
Gross Revenue Transfer (RSF)	280,000									
Other ⁽²⁾	37,035	30,419	19,137	27,131	21,993	27,018	37,354	131,499	652,183	2,001,015
Total Gross Revenues	\$ 29,143,672	\$ 30,033,353	\$ 30,985,243	\$ 30,198,077	\$ 30,867,853	\$ 31,259,952	\$ 31,531,801	\$ 31,932,205	\$ 32,934,827	\$ 34,935,458
Operation and Maintenance Expenses										
Cost of Sales and Services	\$ 11,815,035	\$ 13,077,440	\$ 13,819,834	\$ 14,331,860	\$ 13,574,250	\$ 14,200,760	\$ 15,002,110	\$ 16,415,682	\$ 16,882,050	\$ 17,911,435
Administration	1,493,595	511,692	489,972	568,400	602,466	627,038	683,723	743,901	466,511	502,566
Total Operation and Maintenance Expenses	\$ 13,308,630	\$ 13,589,132	\$ 14,309,806	\$ 14,900,260	\$ 14,176,716	\$ 14,827,798	\$ 15,685,833	\$ 17,159,583	\$ 17,348,561	\$ 18,414,001
Net Revenues Available for Debt Service	\$ 15,835,042	\$ 16,444,221	\$ 16,675,437	\$ 15,297,817	\$ 16,691,137	\$ 16,432,154	\$ 15,845,968	\$ 14,772,622	\$ 15,586,266	\$ 16,521,457
Outstanding Bonds Debt Service										
Principal	1,985,000	2,060,000	2,140,000	2,005,000	2,395,000	2,485,000	2,585,000	2,685,000	2,790,000	2,640,000
Interest ⁽¹⁾	8,464,422	8,389,985	8,307,585	7,232,175	6,598,330	6,504,533	6,406,851	6,279,751	6,234,312	5,487,719
Total Debt Service⁽³⁾	\$ 10,449,422	\$ 10,449,985	\$ 10,447,585	\$ 9,237,175	\$ 8,993,330	\$ 8,989,533	\$ 8,991,851	\$ 8,964,751	\$ 9,024,312	\$ 8,127,719
Debt Service Coverage (1.15x required)	1.52	1.57	1.60	1.66	1.86	1.83	1.76	1.65	1.73	2.03
Revenues Available After Senior Lien Debt Service	5,385,620	5,994,236	6,227,852	6,060,642	7,697,807	7,442,621	6,854,117	5,807,871	6,561,954	8,393,738
Subordinate Indebtedness Debt Service										
Principal								115,000	180,000	190,000
Interest ⁽¹⁾								42,585	63,374	57,322
Total Subordinate Indebtedness Debt Service⁽³⁾	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 157,585	\$ 243,374	\$ 247,322
Total Debt Service	\$ 10,449,422	\$ 10,449,985	\$ 10,447,585	\$ 9,237,175	\$ 8,993,330	\$ 8,989,533	\$ 8,991,851	\$ 9,122,336	\$ 9,267,686	\$ 8,375,041
Revenues Available After Total Debt Service	\$ 5,385,620	\$ 5,994,236	\$ 6,227,852	\$ 6,060,642	\$ 7,697,807	\$ 7,442,621	\$ 6,854,117	\$ 5,650,286	\$ 6,318,580	\$ 8,146,416
Total Debt Service Coverage (1.15x required)	1.52	1.57	1.60	1.66	1.86	1.83	1.76	1.62	1.68	1.97
Capital Cost Reimb Chg (Char Co Pmt)	1,971,557	1,971,557	1,971,557	1,971,557	1,971,557	1,971,557	1,971,557	1,971,557	1,971,557	1,971,557
DeSoto County Payment	750,000	750,000	750,000	750,000	796,000	796,000	796,000	796,000	796,000	796,000
Due Charlotte Co. for North Port Reserve Allocation	4,781	4,781	4,781	4,781	4,781	4,781	4,781	4,781	4,781	4,781
Total County Payments	\$ 2,726,338	\$ 2,726,338	\$ 2,726,338	\$ 2,726,338	\$ 2,772,338	\$ 2,772,338	\$ 2,772,338	\$ 2,772,338	\$ 2,772,338	\$ 2,772,338
County Debt Service Coverage (1.00x req)	1.98	2.20	2.28	2.22	2.78	2.68	2.47	2.04	2.28	2.94

(1) Gross Revenues include Federal Direct Payments in the Fiscal Year ended September 30, 2015 only. Due to the implementation of amendments to the Bond Resolution effective as of December 29, 2014, Federal Direct Payments are excluded from Gross Revenues in fiscal years ended September 30, 2016 through and including 2021 and instead are netted against the amount of interest payable on Federal Direct Bonds.

(2) SWFWMD/EPA funds are not applicable to debt service coverage.

(3) Principal/Interest due on October 1 was paid on September 30 of prior fiscal year reflecting conservative presentation when compared to the provisions of the Bond Resolution.

Peace River Manasota Regional Water Supply Authority
Operating Indicators
Last 10 Fiscal Years

FY	Miles of Transmission Pipelines	Facility Treatment Capacity (MGD)	Number of ASR Wells	ASR Well Capacity (Billion Gallons)	Number of Water Supply Reservoirs	Water Supply Reservoir Capacity (Billion Gallons)
2021	80	51	21	6	2	6.5
2020	67	51	21	6	2	6.5
2019	67	51	21	6	2	6.5
2018	67	51	21	6	2	6.5
2017	67	51	21	6	2	6.5
2016	67	51	21	6	2	6.5
2015	67	48	21	6	2	6.5
2014	67	48	21	6	2	6.5
2013	67	48	21	6	2	6.5
2012	60	48	21	6	2	6.5

**Peace River Manasota Regional Water Supply Authority
 Schedule of Contracted Delivery Amounts
 Last 10 Fiscal Years**

FY	Annual Average Contracted Delivery (MGD)	Peak Monthly (MGD)	Max Day Flow (MGD)
2021	34.7	41.65	48.6
2020	34.7	41.65	48.6
2019	34.7	41.65	48.6
2018	34.7	41.65	48.6
2017	34.7	41.65	48.6
2016	37.7	41.65	48.6
2015	32.7	38.1	45.8
2014	32.7	38.1	45.8
2013	32.7	38.1	45.8
2012	32.7	38.1	45.8

Peace River Mansota Regional Water Supply Authority
Demographic and Economic Statistics
Last 10 Fiscal Years

Charlotte County				
FY	County Population¹	Per Capita Personal Income²	Single Family Building Permits³	Unemployment Rate⁴
2021	190,570	N/A	2,683	4.90%
2020	187,904	\$ 45,606	2,381	5.50%
2019	181,770	\$ 42,793	1,414	3.50%
2018	180,071	\$ 41,564	1,578	4.10%
2017	178,465	\$ 40,557	1,251	4.60%
2016	173,115	\$ 38,473	657	5.20%
2015	167,141	\$ 37,745	947	5.90%
2014	164,467	\$ 36,768	610	6.00%
2013	163,679	\$ 34,772	549	7.00%
2012	163,357	\$ 34,095	327	9.10%

DeSoto County				
FY	County Population¹	Per Capita Personal Income²	Single Family Building Permits³	Unemployment Rate⁴
2021	34,031	N/A	N/A	3.80%
2020	37,082	\$ 27,863	102	3.70%
2019	36,065	\$ 26,128	127	3.40%
2018	35,520	\$ 23,610	71	4.30%
2017	35,621	\$ 24,040	79	4.40%
2016	35,141	\$ 23,603	71	5.30%
2015	34,777	\$ 23,759	118	5.80%
2014	34,426	\$ 22,667	112	7.10%
2013	34,367	\$ 21,244	117	8.20%
2012	34,408	\$ 21,729	99	9.90%

Manatee County				
FY	County Population¹	Per Capita Personal Income²	Single Family Building Permits³	Unemployment Rate⁴
2021	411,209	N/A	5,436	4.50%
2020	398,503	\$ 52,395	4,280	5.20%
2019	387,414	\$ 48,618	2,374	3.00%
2018	377,826	\$ 47,378	2,689	3.60%
2017	368,782	\$ 45,880	2,917	3.30%
2016	356,133	\$ 44,800	2,957	4.70%
2015	341,405	\$ 43,800	2,586	5.10%
2014	337,546	\$ 46,700	2,318	6.10%
2013	333,687	\$ 40,500	2,284	7.20%
2012	330,862	\$ 37,200	1,588	9.00%

Sarasota County				
FY	County Population¹	Per Capita Personal Income²	Single Family Building Permits³	Unemployment Rate⁴
2021	441,508	N/A	4,954	4.40%
2020	438,816	\$ 70,884	4,153	5.20%
2019	426,275	\$ 66,878	2,457	2.80%
2018	417,442	\$ 64,868	2,264	3.50%
2017	407,260	\$ 61,523	3,072	3.80%
2016	399,538	\$ 59,598	2,857	4.50%
2015	392,090	\$ 58,427	2,406	5.10%
2014	387,140	\$ 55,139	1,856	5.80%
2013	385,292	\$ 50,208	1,495	7.00%
2012	383,664	\$ 49,445	1,067	8.40%

N/A = Data not available at the time of publication

- Sources:
- (1) Bureau of Economic and Business Research
 - (2) Florida Office of Economic & Demographic Research
 - (3) State of the Cities Data Systems (SOCDS)
 - (4) U.S. Bureau of Labor Statistics

OTHER REPORTS

**INDEPENDENT AUDITOR’S REPORT ON INTERNAL CONTROL OVER FINANCIAL
REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN
AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH
GOVERNMENT AUDITING STANDARDS**

Board of Directors
Peace River Manasota Regional
Water Supply Authority
Lakewood Ranch, Florida

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the basic financial statements of the Peace River Manasota Regional Water Supply Authority (the Authority) as of and for the year ended September 30, 2021, and the related notes to the financial statements, and have issued our report thereon dated _____.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Authority’s internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Authority’s internal control. Accordingly, we do not express an opinion on the effectiveness of the Authority’s internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. *A material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity’s financial statements will not be prevented or detected and corrected on a timely basis. *A significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Authority’s financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, non-compliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of non-compliance or other matters that are required to be reported under *Government Auditing Standards*.

Board of Directors
Peace River Manasota Regional
Water Supply Authority
Lakewood Ranch, Florida

**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL
REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN
AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH
*GOVERNMENT AUDITING STANDARDS***

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Authority's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Authority's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Sarasota, Florida

INDEPENDENT ACCOUNTANT'S REPORT ON COMPLIANCE WITH FLORIDA STATUTE SECTION 218.415 – *INVESTMENTS OF PUBLIC FUNDS*

Board of Directors
Peace River Manasota Regional
Water Supply Authority
Lakewood Ranch, Florida

We have examined the Peace River Manasota Regional Water Supply Authority's (the Authority) compliance with Section 218.415, Florida Statutes, during the fiscal year ended September 30, 2021. Management is responsible for the Authority's compliance with those requirements. Our responsibility is to express an opinion on the Authority's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the Authority complied, in all material respects, with the requirements referenced above. An examination involves performing procedures to obtain evidence about whether the Authority complied with the specified requirements. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material non-compliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion.

Our examination does not provide a legal determination on the Authority's compliance with specified requirements.

In our opinion, the Authority complied, in all material respects, with the aforementioned requirements during the fiscal year ended September 30, 2021.

This report is intended solely for the information and use of the Florida Auditor General, and the Authority's Board of Directors and applicable management, and is not intended to be, and should not be, used by anyone other than these specified parties.

Sarasota, Florida

MANAGEMENT LETTER

Board of Directors
Peace River Manasota Regional
Water Supply Authority
Lakewood Ranch, Florida

Report on the Financial Statements

We have audited the financial statements of Peace River Manasota Regional Water Supply Authority (the Authority), as of and for the fiscal year ended September 30, 2021, and have issued our report thereon dated _____.

Auditor's Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and Chapter 10.550, *Rules of the Auditor General*.

Other Reporting Requirements

We have issued our Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*; and Independent Accountant's Report on an examination conducted in accordance with the American Institute of Certified Public Accountants *Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, *Rules of the Auditor General*. Disclosures in those reports and schedule, which are dated _____, should be considered in conjunction with this management letter.

Prior Audit Findings

Section 10.554(1)(i)l., *Rules of the Auditor General*, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding financial audit report. There were no findings or recommendations in the preceding financial audit report.

Official Title and Legal Authority

Section 10.554(1)(i)4., *Rules of the Auditor General*, requires that the name or official title and legal authority for the primary government and each component unit of the reporting entity be disclosed in this management letter, unless disclosed in the notes to the financial statements. The Authority was created by inter-local agreement dated February 26, 1982. There are no component units.

Financial Condition and Management

Sections 10.554(1)(i)5.a. and 10.556(7), *Rules of the Auditor General*, require us to apply appropriate procedures and communicate the results of our determination as to whether or not the Authority met one or more of the conditions described in Section 218.503(1), Florida Statutes, and to identify the specific condition(s) met. In connection with our audit, we determined that the Authority did not meet any of the conditions described in Section 218.503(1), Florida Statutes.

CERTIFIED PUBLIC ACCOUNTANTS

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Members of American and Florida Institutes of Certified Public Accountants

An Independent Member of the BDO Alliance USA

Board of Directors
Peace River Manasota Regional
Water Supply Authority
Lakewood Ranch, Florida

MANAGEMENT LETTER

Pursuant to Sections 10.554(1)(i)5.b. and 10.556(8), *Rules of the Auditor General*, we applied financial condition assessment procedures for the Authority. It is management's responsibility to monitor the Authority's financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.

Section 10.554(1)(i)2., *Rules of the Auditor General*, requires that we communicate any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

Specific Information

The specific information below has not been subjected to the auditing procedures applied in the audit of the basic financial statements and, accordingly, we do not express an opinion or provide any assurance on it. As required by Section 218.39(3)(c), Florida Statutes, and Section 10.554(1)(i)6, *Rules of the Auditor General*, the Authority reported:

- a. The total number of district employees compensated in the last pay period of the district's fiscal year as 50.
- b. The total number of independent contractors to whom non-employee compensation was paid in the last month of the district's fiscal year as 0.
- c. All compensation earned by or awarded to employees, whether paid or accrued, regardless of contingency as \$3,662,650.
- d. All compensation earned by or awarded to non-employee independent contractors, whether paid or accrued, regardless of contingency as \$0.
- e. Each construction project with a total cost of at least \$65,000 approved by the district that is scheduled to begin on or after October 1 of the fiscal year being reported, together with the total expenditures for such project as:

RVG Triple 72" Culvert Pipe Rehabilitation Project	\$ 135,049
ASR Well S-6 Downhole Investigation & Wellhead Refurbishment	\$ 98,280
ASR Well S-7 Downhole Investigation & Wellhead Refurbishment	\$ 98,280
ASR Well S-8 Downhole Investigation & Wellhead Refurbishment	\$ 97,955

- f. No budget amendments for the fiscal year ended September 30, 2021.

Additional Matters

Section 10.554(1)(i)3., *Rules of the Auditor General*, requires us to communicate non-compliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but warrants the attention of those charged with governance. In connection with our audit, we did not have any such findings.

Purpose of this Letter

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, granting agencies and pass-through entities including the Southwest Florida Water Management District, the Authority's Board of Directors and applicable management, and is not intended to be, and should not be, used by anyone other than these specified parties.

Board of Directors
Peace River Manasota Regional
Water Supply Authority
Lakewood Ranch, Florida

MANAGEMENT LETTER

We wish to take this opportunity to thank you and your staff for the cooperation and courtesies extended to us during the course of our audit. Please let us know if you have any questions or comments concerning this letter, our accompanying reports, or other matters.

Sarasota, Florida

TAB B
Presentation Materials



1

Financial Highlights: Statement of Net Position

	Business-type Activities	
	2021	2020
Current assets	\$ 22,683,959	\$ 27,580,198
Capital assets (Net)	248,121,663	255,828,973
Noncurrent assets (Other)	8,066,592	9,836,416
Total assets	278,872,215	293,245,588
Deferred outflows	3,412,265	3,345,606
Current liabilities	7,866,381	9,575,404
Noncurrent liabilities	140,847,070	151,606,966
Total liabilities	148,713,451	161,182,370
Deferred inflows	102,357	102,357
Net position		
Net investment in capital assets	108,894,598	105,577,779
Restricted	8,064,092	9,833,916
Unrestricted	16,509,981	19,894,771
Total net position	\$ 133,468,671	\$ 135,306,466

2

Financial Highlights: Statement of Revenues, Expenses & Changes in Fund Net Position

	Business-type Activites	
	2021	2020
Revenues:		
Program revenues:		
Charges for services	\$ 29,901,494	\$ 29,741,419
Operating grants and contributions	4,773,465	3,480,995
Capital grants and contributions (net)	1,527,828	16,546,407
General revenues:		
Other	2,033,966	993,408
Total revenues	38,236,751	50,762,229
Expenses:		
Water Supply and Delivery	(40,074,546)	(40,602,447)
Change in net position	(1,837,795)	10,159,782
Net position - beginning of year	135,306,466	125,146,684
Net position - end of year	\$ 133,468,671	\$ 135,306,466

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Financial Highlights: Capital Assets (Net of Depreciation)

	Business-type Activites	
	2021	2020
Land and Easements	\$ 2,604,359	\$ 2,604,359
Buildings and improvements, water treatment plant, supply, and transmission systems	238,300,738	217,161,148
Leasehold improvements, furniture and equipment	3,450,685	3,680,513
Construction in progress	3,765,881	32,382,952
Total	\$ 248,121,664	\$ 255,828,973

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Financial Highlights: Long Term Debt & Debt Coverage

Business-type Activities

Revenue bonds

<u>2021</u>	<u>2020</u>
<u>\$ 125,680,000</u>	<u>\$ 141,765,000</u>

Debt Coverage Ratios FY17 - FY21

	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>
Gross Revenues	\$31,259,952	\$31,531,801	\$31,932,205	\$32,934,827	\$34,935,458
Less Operation and Maintenance Expenses	(14,827,798)	(15,685,833)	(17,159,583)	(17,348,561)	(18,414,001)
Net Revenues Available for Debt Service	16,432,154	15,845,968	14,772,622	15,586,266	16,521,457
Debt Service					
Principal	\$2,485,000	\$2,585,000	\$2,800,000	\$2,970,000	\$2,830,000
Interest	\$6,504,533	\$6,406,851	\$6,322,336	\$6,297,686	\$5,545,041
Total Debt Service	\$8,989,533	\$8,991,851	\$9,122,336	\$9,267,686	\$8,375,041
Debt Service Coverage (1.15x required)	<u>1.83</u>	<u>1.76</u>	<u>1.62</u>	<u>1.68</u>	<u>1.97</u>
Revenues Available After Debt Service	\$7,442,621	\$6,854,117	\$5,650,286	\$6,318,580	\$8,146,416
Less Capital Cost Reimbursement Charge (Char Co)	(1,971,557)	(1,971,557)	(1,971,557)	(1,971,557)	(1,971,557)
Less DeSoto County Payment	(796,000)	(796,000)	(796,000)	(796,000)	(796,000)
Less Due Charlotte Co. for North Port Reserve Allocation	(4,781)	(4,781)	(4,781)	(4,781)	(4,781)
Total County Payments	\$2,772,338	\$2,772,339	\$2,772,340	\$2,772,341	\$2,772,342
County Debt Service Coverage (1.00x req)	<u>2.68</u>	<u>2.47</u>	<u>2.04</u>	<u>2.28</u>	<u>2.94</u>

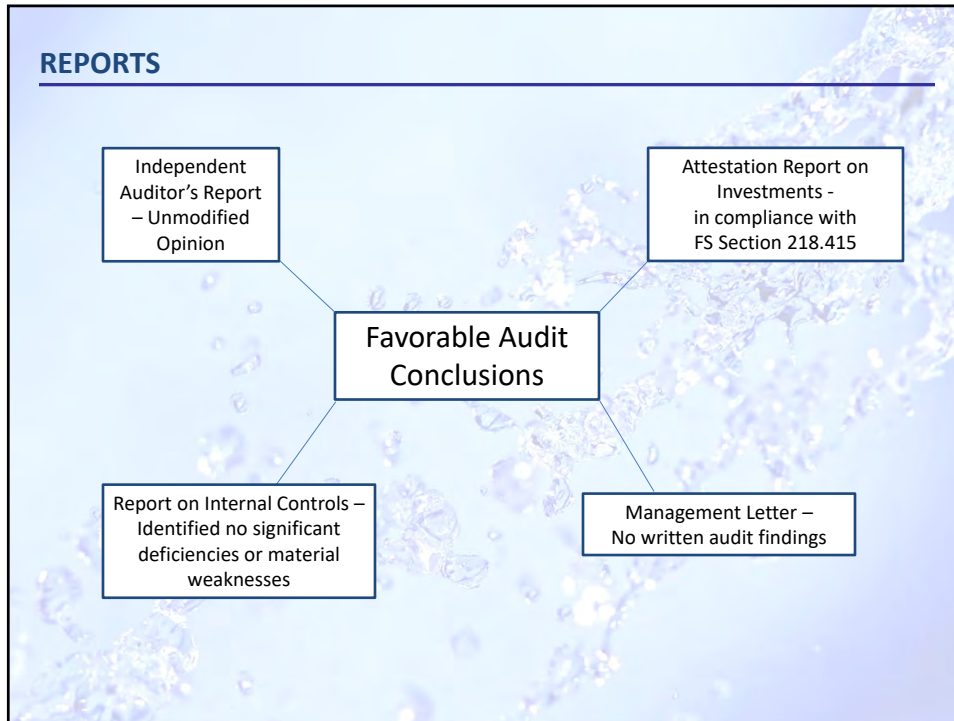
5

Audit Results

Matter	Conclusion
<ul style="list-style-type: none"> Opinion on Financial Statements 	<ul style="list-style-type: none"> Issued an "unmodified" opinion (essentially a "clean" audit) Fairly stated in all material respects
<ul style="list-style-type: none"> Other Matters 	<ul style="list-style-type: none"> No instances of fraud or illegal acts No material uncertainties noted No changes to our planned scope and approach were required during year end field work

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REPORTS



7

Required Communications

Matter	Conclusion
• Adjustments detected by the audit process	• None
• Passed adjustments	• None
• Financial statement disclosures	• The disclosures are neutral, consistent, and clear.
• Other information in documents containing audited financial statements	• We are not aware of other documents that contain the audited financial statements that require work on our part
• Disagreements with management	• None
• Management consultations with other accountants	• Management has informed us that they have not consulted with other accountants
• Major issues discussed with management prior to our retention	• None
• Difficulties encountered while performing the audit	• None

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Recommended Action

Motion. To receive and file 'Peace River Manasota Regional Water Supply Authority FY 2021 Annual Comprehensive Financial Report and Independent Auditors' Report' as submitted and approve its submittal to the GFOA Certificate of Achievement For Excellence in Financial Reporting Program, pending the changes related to GASB 68.

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PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
February 2, 2022

REGULAR AGENDA
ITEM 3

Budget Considerations for FY 2023

Presenter -

Mike Coates, Executive Director

Recommended Action -

Board Direction of budget considerations for FY 2023
Budget.

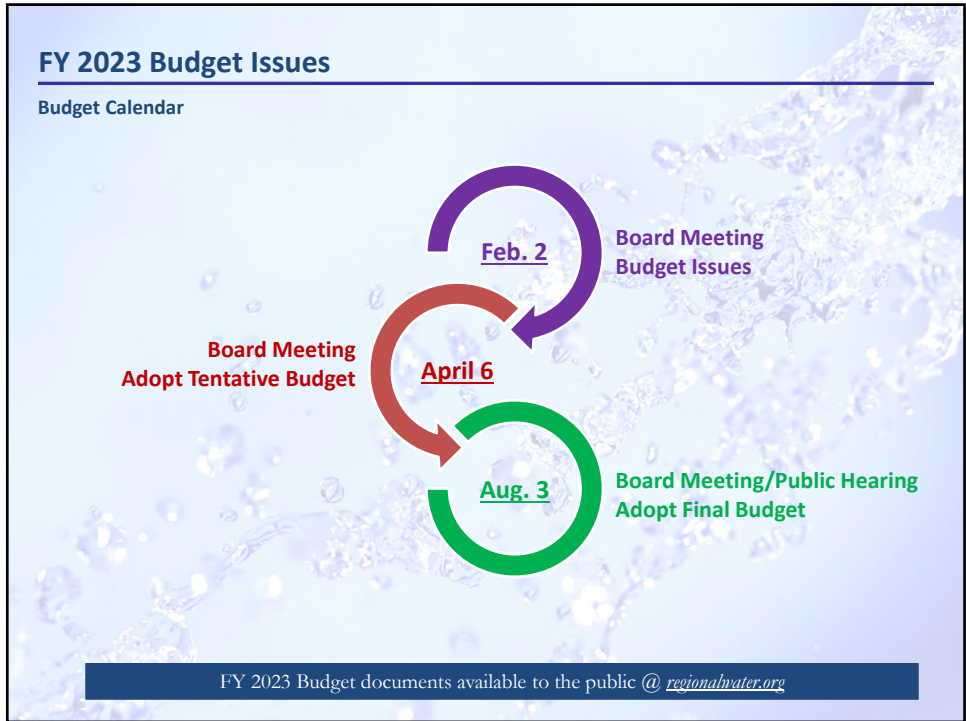
Staff will provide budget considerations for Board direction in preparation of the Budget for FY 2023.

Attachments:

Presentation Materials



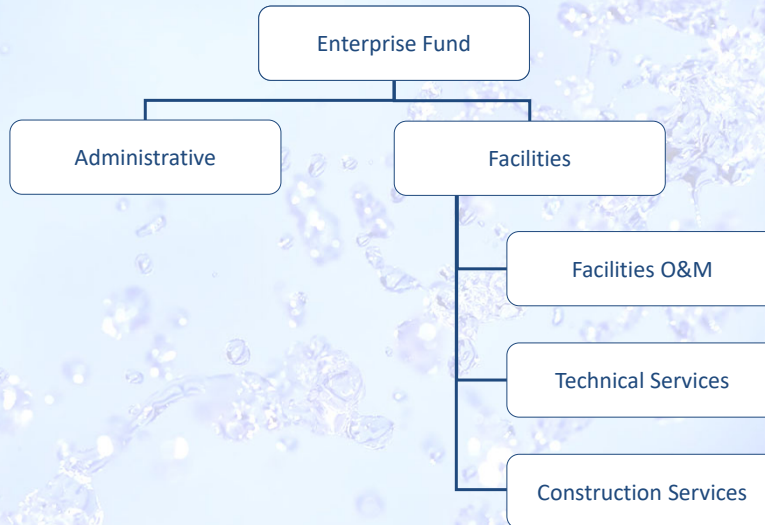
1



2

FY 2023 Budget Issues

Enterprise Fund Chart



3

FY 2023 Budget Issues

Budget/Rate Resolution

- **Board Adopts Annual Budget**
 - Public Hearing at Regular scheduled Board Meeting – August 3, 2022
 - Adopts Water Rates and Fees by Resolution
- **Rates, Fees and Charges Adopted by Resolution**
 - Water Rate
 - Water charge to users (Charlotte, DeSoto, Sarasota and North Port)
 - Member Fee
 - Administrative fees to members (Charlotte, DeSoto, Manatee and Sarasota)
 - Planning Assessment
 - Cost for future planning (Charlotte, DeSoto, Manatee, Sarasota and North Port)
 - Interconnect Water Charge
 - Water charge to users not a Customer by MWSC

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FY 2023 Budget Issues

Key Expenditures

- Operations & Maintenance
 - FY 2023 O&M Expenses
 - Most expenses projected to increase with rate of inflation
 - Significant increase in electric power costs
 - Bids for Chemicals are out now – expect increase
 - Two new personnel positions to achieve Strategic Plan goals and objectives
 - Construction Inspector
 - Environmental Specialist

- Other Rate Related Expenditures
 - Continue Funding R&R at \$4M/year
 - Most Reserves are Currently at Board Policy Levels
 - Expect contribution to Utility Reserve account as O&M budget increases
 - Transfer to System-Wide Benefit CIP (Ranch House Replacement)
 - Adjust debt service coverage payments
 - CIP Savings Account

5

FY 2023 Budget Issues

Key Expenditures

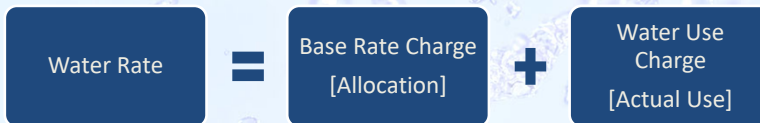
- Non-Rate Related Expenditures
 - Management & Planning Projects – Consider Level Contribution & establishment of associated Reserve Account
 - CIP Projects
 - Peace River Reservoir No. 3 (PR³) - *Preliminary Engineering*
 - Regional Loop 3C Project - *Design-Build Program to expedite Construction*
 - Regional Loop 2B & 2C - *Preliminary Engineering*
 - System-Wide Benefit Projects
 - Partially Treated Water ASR - *Preliminary Engineering*
 - Ranch House Replacement – *Construction*
 - Filter Covers – *Complete – Pay Down Debt*

6

FY 2023 Budget Issues

Water Rate

Water Rate is established by resolution of the Authority for the sale of water and comprised of two components:

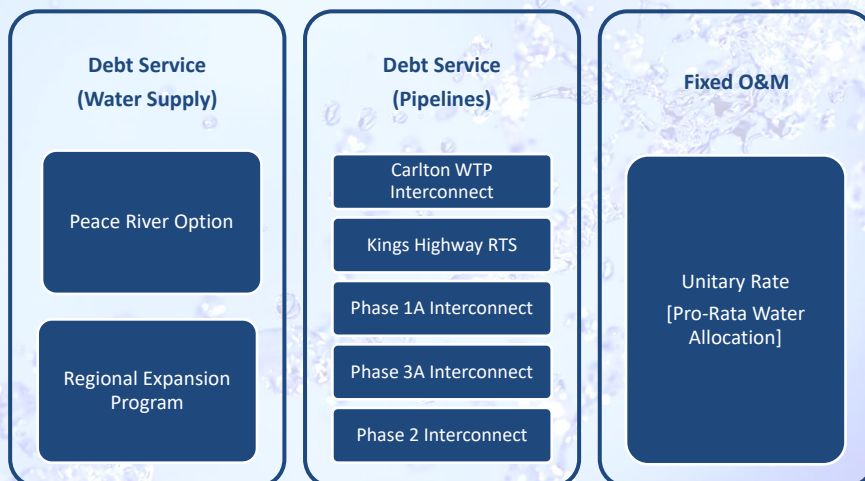


Conservation Charge for Exceedance applies for exceeding MWSC water allocation.

7

FY 2023 Budget Issues

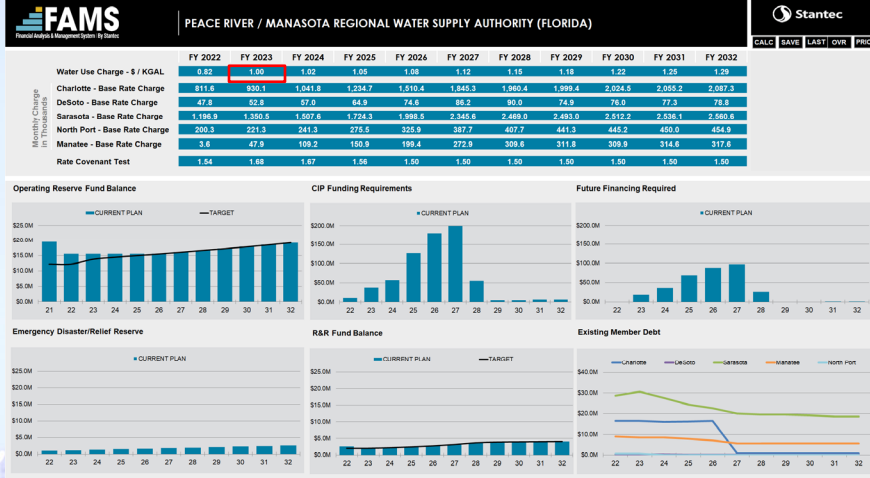
Base Rate Charge Components



8

FY 2023 Budget Issues

Rate Consultant Financial Analysis (Stantec; 2022)

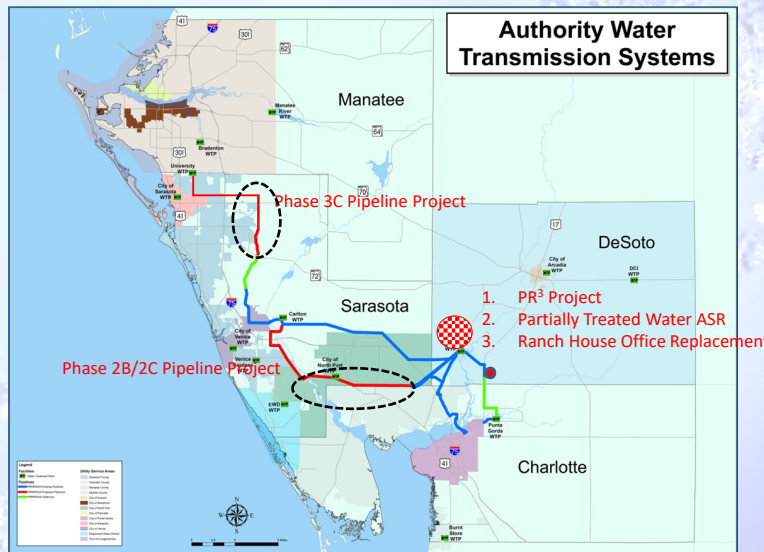


- Water Use Rate is charge per 1,000 gallons water delivered and metered (Currently \$0.82/1,000 Gal.)
- Rate Consultant projected FY 2023 Water Use Rate increase of 18¢ per 1,000 gallons based on 27% Electric cost increase and 20% chemical cost increase

9

FY 2023 Budget Issues

CIP Projects (New for FY 2023)



10

FY 2023 Budget Issues

FY 2023 Expenditure Considerations

- FY 2023 Estimated CIP Expenditure Considerations

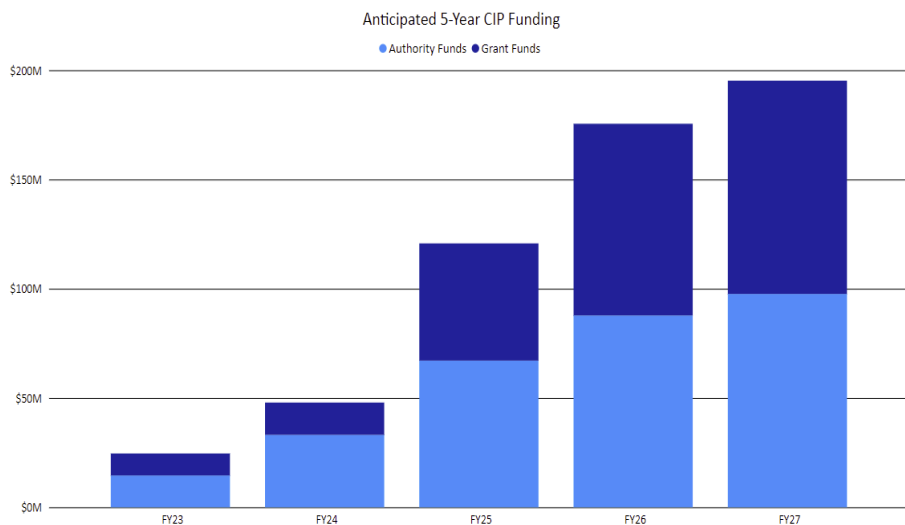
CIP Project	Total FY 2023 \$\$	Authority Funds	SWFWMD Funding (1)	State Funding
Peace River Regional Reservoir (PR ³) – <i>Preliminary Design</i>	\$5,000,000	\$2,500,000	\$2,500,000	\$0
Phase 3C Regional Interconnect - <i>Design Build</i>	\$16,100,000	\$10,600,000	\$5,500,000	\$0
Phase 2B/2C Regional Interconnect – <i>Preliminary Design 2B Only</i>	\$1,500,000	\$750,000	\$750,000	\$0
Partially Treated Water ASR Project – <i>Preliminary Design</i>	\$500,000	\$0	\$0	\$500,000
Ranch House Office Replacement - <i>Construction</i>	\$1,000,000	\$1,000,000	\$0	\$0
Total	\$24,100,000	\$14,800,000	\$8,750,000	\$500,000

(1) Projected Funding

11

FY 2023 Budget Issues

FY 2023 Expenditure Considerations



12

FY 2023 Budget Issues

FY 2023 CIP Potential Funding Sources

- **Potential Funding Sources for CIP Projects**
 - Customer Project Savings Funds
 - SWFWMD Grant Funds
 - State of Florida Grant Funds
 - Establish Loan/LOC for Pipeline and Reservoir Projects until positioned for Bond sales
 - Florida Local Gov. Finance Program
 - Banks
 - Continue Use of Line-of-Credit for System-Wide Benefit Projects
 - Investigate Federal Funding Options

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
February 2, 2022

REGULAR AGENDA
ITEM 4

Peace River Regional Reservoir No. 3 Project (PR³) - Preliminary Design

Presenter - **Terri Holcomb** - Director of Engineering

Recommended Action - **Motion** to approve and authorize Executive Director to execute Work Order No. 2 - 'Peace River Regional Reservoir (PR³) Project Preliminary Design, Permitting and Third-Party Review' for an amount not to exceed \$7,249,966.00.

Motion to approve draft co-funding agreement 22CF0003781 for 'Peace River Regional Reservoir (PR³) Project Preliminary Design, Permitting and Third-Party Review' for an amount not to exceed \$3,625,000 and authorize Executive Director to execute the final Agreement pending review and approval by General Counsel. Any significant changes to the final version of the Agreement will be returned to the Board for consideration.

The Peace River Reservoir No. 3 Project (PR³) will develop a new 6 to 9 BG off-stream reservoir on the RV Griffin Reserve. The project also includes a new pumping station on the Peace River and pipelines connecting new pump station with the reservoir system.

a. Work Order No. 2 for Preliminary Design Services:

The Siting and Feasibility Phase Study for the Peace River Regional Reservoir (PR³) is complete and the Consultant, HDR presented their findings and recommendations for the sizing, siting, and configuration of the project components to the Board at the December 1, 2021 meeting. 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 will include robust geotechnical, surveying and bathymetry investigations to inform the design development. This phase of the project will include 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. Funding for year 1 of the Authority share of the project is included in the FY 2022 budget. Additional funds will be required from the Authority in the FY 2023 budget to complete the Preliminary Design Services work order.

b. SWFWMD Cooperative Funding Agreement 22CF003781 for Preliminary Engineering and Third-Party Review of the Peace River Reservoir No. 3 Preliminary Design

The attached draft agreement with SWFWMD will provide 50% cooperative funding (up to \$3,625,000) for the project. The final version of the Agreement was not available at the time of the Board packet was produced.

Budget Action: No Action Needed for FY 2022

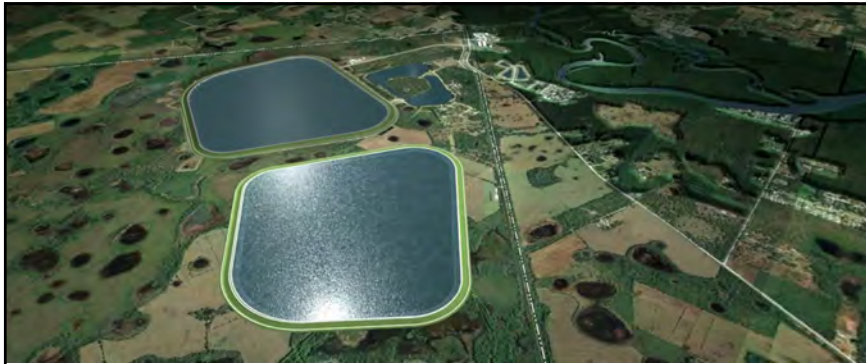
Attachments:

Tab A Presentation Materials

Tab B Work Order No. 2 - Preliminary Design, Permitting and Third-Party Review

Tab C Draft Cooperative Funding Agreement with the SWFWMD

TAB A
Presentation Materials



Peace River Regional Reservoir No. 3 (PR³)

Preliminary Design, Permitting and Third-Party Review

February 2, 2022

1



- 01 PR³ Project Overview**
- 02 Feasibility and Siting Phase**
- 03 Preliminary Design, Permitting and Third-Party Review - Work Order No. 2**
- 04 Next Steps and Schedule**

2



- 01 PR³ Project Overview**
- 02 Feasibility and Siting Phase
- 03 Preliminary Design, Permitting and Third-Party Review - Work Order No. 2
- 04 Next Steps and Schedule

3



Rendering of Expanded Intake



Pump Station from Res No. 1



RV Griffin Reserve Property

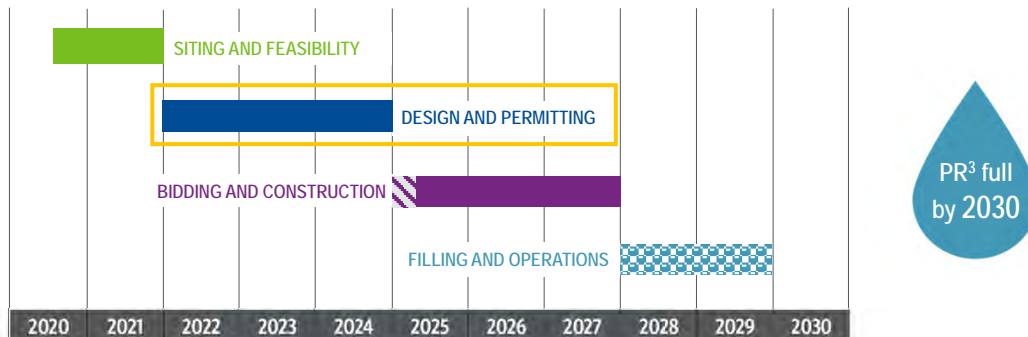
01 PR³ Project Provides Long-Term Water Supply Reliability

Project features include:

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

4

01 Early Planning Sets Up PR³ and Authority for Success



- Phase began September 2020, concluded December 2021
- Provided a process for making recommendations on location, size and configuration of project features
- Identified approach for mitigation and permitting
- Updated cost estimates for PR³ Project

5



- 01 PR³ Project Overview
- 02 Feasibility and Siting Phase**
- 03 Preliminary Design, Permitting and Third-Party Review - Work Order No. 2
- 04 Next Steps and Schedule

6

02

Goal of Feasibility and Siting Study

- Recommendations to be made:
- Reservoir location on the RV Griffin site
- Intake and pump station location
- Raw water pipeline routing
- Interconnections with Peace River Facility and operational flexibility needs
- Identify approach for permitting and mitigation

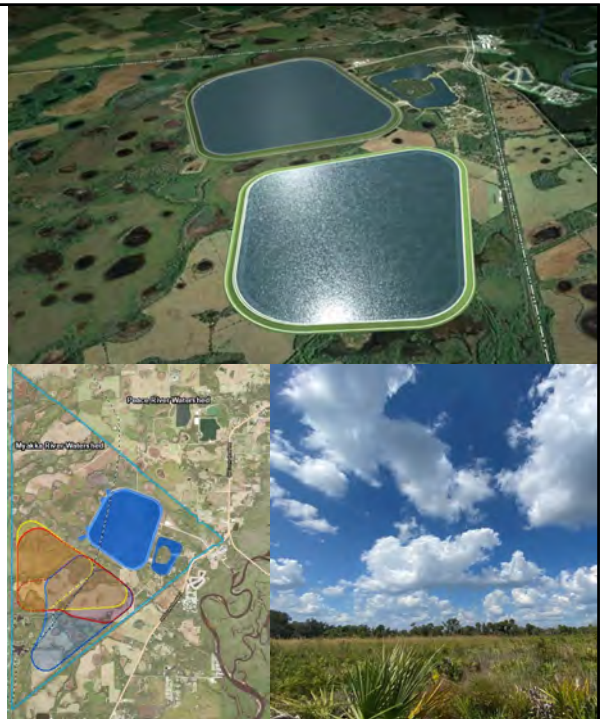


7

02 Feasibility and Siting Recommendation

Reservoir Site

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



8

02 Feasibility and Siting Recommendation

Intake Pump Station Site

- Evaluated 4 locations along the River between the existing intake up to confluence with Horse Creek
- Evaluated reliability based on TDS (using historical data and SLR projections)
- Reviewed property ownership info; land adjacent to River in state trust with strict conservation easement
- **Recommendation to site Intake Pump Station at alternative No. 1 – Co-located**

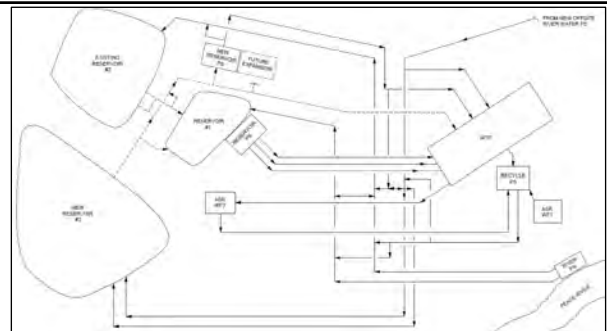


9

02 Feasibility and Siting Recommendation

System Configuration

- Worked with operations staff to understand current operations and improvements needed with expanded storage
- Evaluated range of solutions with increasing flexibility to move water around and between storage
- All options include improved gravity flow to PRF
- **Recommendation - System Conveyance Alt 1: least complex system with least infrastructure**

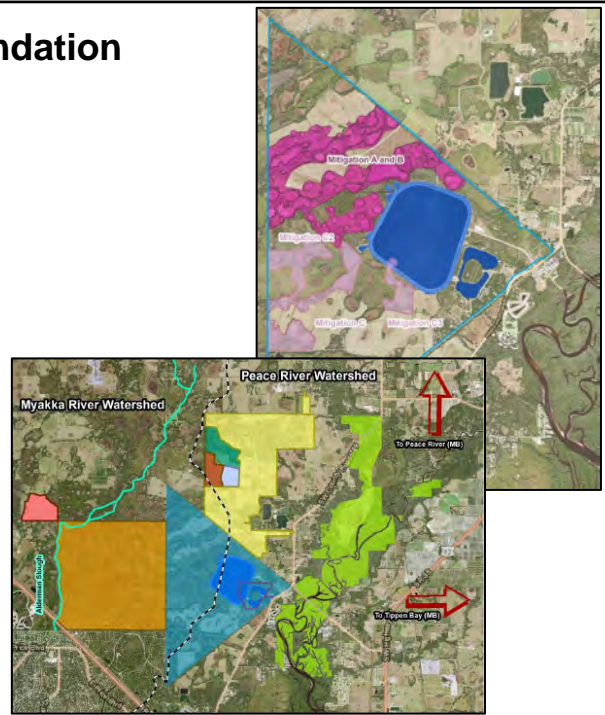


10

02 Feasibility and Siting Recommendation Decision Making for PR³ Project

Wetland Restoration

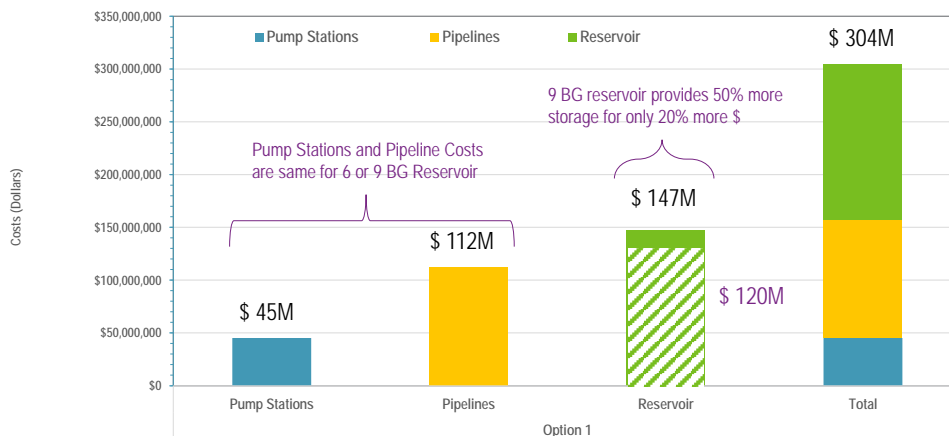
- Quantified impacts to herbaceous and forested wetlands in both Myakka and Peace Basins
- Recommend hybrid of solutions including combinations of:
 - Purchase bank credits
 - Expand on-site wetland creation
 - Create wetlands on adjacent properties, and
 - Look for opportunities to participation in regional partnership



11

02 Feasibility and Siting Recommendation Decision Making for PR³ Project

Construction Cost Estimate (2021)



12



- 01 PR³ Project Overview
- 02 Feasibility and Siting Phase
- 03 Preliminary Design, Permitting and Third-Party Review - Work Order No. 2**
- 04 Next Steps and Schedule

13

03

Preliminary Design, Permitting and Third-Party Review – Work Order No. 2

Key Components of Work Order No. 2

TASK	COMPONENT	FEE
1	Project Management, Communication and Coordination	\$ 549,160.40
2	Site Characterization	\$ 2,201,105.32
3	Environmental and Permitting	\$ 912,287.00
4	Conceptual Design - 15% Design Milestone	\$ 922,139.76
5	Preliminary Design - 30% Design Milestone	\$ 1,447,665.60
6	Permit Application and Supporting Design / Partial 60%	\$ 1,167,608.24
	Owners Allowance	\$50,000.00
		\$ 7,249,966.32



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03

Preliminary Design, Permitting and Third-Party Review – Work Order No. 2

Authority Budget for Work Order No. 2

Funding Source	Budgeted FY2022	Projected FY2023	Total
Authority Funds	\$ 1,100,000	\$ 2,525,000	\$ 3,625,000
SWFWMD Grant Funds	\$ 1,100,000	\$ 2,525,000	\$ 3,625,000
Total	\$ 2,200,000	\$ 5,050,000	\$ 7,250,000



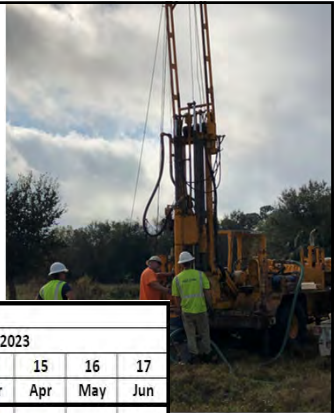
15

03

Preliminary Design, Permitting and Third-Party Review – Work Order No. 2

Work Order No. 2 – Phased Schedule

Work Order	WO01	WO 02																
	Calendar Year	2022												2023				
	Month/Duration	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
Month	Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Wetland Delineation																		
Species Surveys																		
Topo Surveys																		
Bathy Surveys																		
Geotech																		
15% Design																		
30% Design																		
Permit/60% Design																		
Permit Apps																		



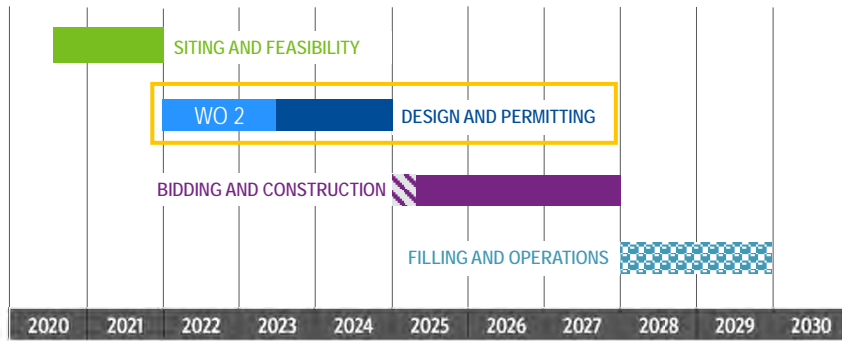
16



- 01 PR³ Project Overview
- 02 Feasibility and Siting Phase
- 03 Preliminary Design, Permitting and Third-Party Review - Work Order No. 2
- 04 Next Steps and Schedule**

17

04 Next Steps and Schedule



- Execute WO No. 2 - Preliminary Design, Permitting and Third- Party Review Phase
- Execute Cooperative Funding Agreement with the SWFWMD
- Develop strategy and schedule to advance collaborative mitigation/restoration approach
- Coordinate water supply demand projections and schedules with Members and Customers and execute necessary updates to “Exhibit C” of the MWSC

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Motion to approve and authorize Executive Director to execute Work Order No. 2 - 'Peace River Regional Reservoir (PR³) Project Preliminary Design, Permitting and Third-Party Review' for an amount not to exceed \$7,249,966.00.

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Board Input and Questions

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**Scope of Services for the PR3 Project – Preliminary Design, Permitting and Third-Party
Review**

TAB B

WORK ORDER NO. 02

PEACE RIVER REGIONAL RESERVOIR (PR³) PROJECT

SCOPE OF SERVICES – PRELIMINARY DESIGN, PERMITTING AND THIRD PARTY REVIEW

FEBRUARY 2, 2022

INTRODUCTION

The Peace River Manasota Regional Water Supply Authority's (Authority) Water Resiliency Assurance Plan is a continuing program of infrastructure improvements to support regional water supply resiliency and meet growing drinking water needs across a 4-county area by interconnecting major water supplies and developing additional alternative water supply (AWS) capacity. As part of the Water Resiliency Assurance Plan, the Authority will develop additional drinking water supply capacity through expanding surface water supply facilities at the Peace River Facility. This additional AWS capacity development will require increased withdrawal capacity on the Peace River, increased water treatment capacity, and an additional off-stream raw water storage reservoir.

The Authority's existing off-stream reservoir system includes two reservoirs with a combined storage capacity of 6.5 billion gallons. Water withdrawn from the Peace River is stored in the reservoir system and supplies the Peace River Water Treatment Facility that currently provides an average 26 million gallons per day (MGD) drinking water supply to Charlotte, DeSoto, and Sarasota Counties and the City of North Port. Reservoir No.1 is primarily a below-grade reservoir completed in 1980 with approximately 500 million gallons of usable storage. Reservoir No. 2 is an above-ground reservoir completed in 2009 that provides 6.0 billion gallons of normal operating raw water storage. The reservoirs are located on lands owned by the Authority and/or the Southwest Florida Water Management District (SWFWMD).

Water is withdrawn from the Peace River at a 120 MGD pump station adjacent to the Peace River Water Treatment Facility. Withdrawals are made in accordance with a flow-based withdrawal schedule included in the Authority's Water Use Permit (WUP). The WUP was modified in February 2019, authorizing an increase in maximum withdrawal rate from the river from 120 MGD to 258 MGD. The Authority's permitted withdrawal schedule enables the harvest of a small percentage of high flow from the river for off-stream storage and supply to the Authority's Peace River Water Treatment Facility. While the withdrawal schedule preserves the majority of river flow supporting the Charlotte Harbor estuary, the reliability of this supply depends on the ability to harvest water quickly when that resource is available, and the availability of large volume off-stream reservoirs to store that resource.

The Authority has decided to construct a new 9 billion gallons reservoir supplied by a new river pump station, which will operate in parallel with existing reservoir No. 2. The new raw water pump station will be located in the vicinity of the existing raw water pump station with new transmission pipelines to convey

water from the intake to the new reservoir. A new reservoir pumping station will be required to transfer water from the reservoir to the WTP.

The Authority has entered into a contract with HDR Engineering, Inc. (HDR) to provide professional services for planning, design, permitting, bidding, construction and other related services associated with the Peace River Regional Reservoir (PR3) Project (Project) to support the Authority's development of additional drinking water supply.

This Work Order is for services associated with the Preliminary Design and Permitting Phase of the PR³ Project. Other phases of the PR³ Project will be defined in separate future Work Orders. HDR will administer the PR³ Project as the prime consultant with multiple subconsultants supporting the HDR team.

DEFINITIONS AND ACRONYMS

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

- "HDR" refers to HDR Engineering, Inc.
- "HDR Team" refers to HDR as the prime consultant and the subconsultants or subcontractors working with HDR on the project
- "Authority" means the Peace River Manasota Regional Water Supply Authority
- "PR³" or "PR³ Project" refers to the Peace River Regional Reservoir No. 3 Project which includes Reservoir No. 3 as well as other related pumping and conveyance infrastructure
- "Phase" refers to the Preliminary Design and Permitting phase of the PR³ Project
- "SUE" refers to sub-surface utility engineering
- "SWFWMD" refers to the Southwest Florida Water Management District or District
- "Technical Memorandum" means an intermediate or summary document that contains or reports information developed through an interim task
- "WUP" refers to the Authority's water use permit
- "Reserve" refers to the RV Griffin Reserve
- Day as used for scheduling are a workday
- Week as used for scheduling means 5 working days
- Month as used for scheduling generally means 20 working days

SCOPE OF SERVICES

This scope of services describes the professional services to be provided by the HDR team on behalf of the Authority for the Preliminary Design and Permitting (Phase) of the PR3 Project. This phase will include site investigation to inform the design development, as well as preliminary design and permitting activities. This phase of the project concludes with the submittal of the Environmental Resource Permit (ERP) and 404 Permit applications which will correlate to approximately 60% design for civil and geotech, with other disciplines developed to approximately 30% level of design.

The initial step in the design effort will be a conceptual design (15%) based on existing site data and knowledge, followed by the collection of the detailed site characterization data (geotechnical, geological, topographic and bathymetric, environmental, etc.). Following the data collection effort, the design will be advanced to 30% and then advanced to the level of detail to support the permit applications. This phase of the project does not include a full 60% level of design, that will be included in future phases of the project.

TASK 1 - PROJECT MANAGEMENT, COMMUNICATION AND COORDINATION

HDR will be responsible for project administration, coordination of subconsultants, communication amongst the consultant project team and the Authority staff, adherence to schedule and budget, development and quality control of deliverables, and invoicing. This phase of the project is anticipated to have a 17-month duration with notice to proceed (NTP) in February 2022 and permit applications in June 2023.

1.1 Project Management and Progress Reporting

HDR will prepare and distribute a monthly progress report regarding project status and to document project decisions made throughout the duration of the project. The report will be summary in nature and focus on documentation of key decisions rather than presenting detail. HDR's project manager will be the primary point of contact for the Authority, will make staffing assignments, review work progress, manage budgets and schedules, and oversee quality assurance and review procedures.

This task includes establishment of project controls and the development of a Project Management Plan that includes internal project procedures, filing system, communications plan, a work breakdown structure and assignments for HDR and subconsultants, quality plan, safety plan, and other project specific information. HDR's Project Management Plan will be provided to the Authority for informational purposes only. Project management includes oversight, management, and accounting of consultant activities on the project; this includes HDR and subconsultant staff management.

1.2 Meetings and Coordination

The project manager and team members will meet regularly with the Authority staff and periodically with Authority Customer staff, SWFWMD staff and the Authority Board to keep them informed of the project status and discuss upcoming activities and deliverables; details of planned meetings are presented below. HDR will prepare meeting agendas and meeting summaries to document key discussions and track progress. HDR will also develop and maintain a project decision log, documenting project decisions over the course of the project.

In addition to ongoing, routine coordination calls between HDR and the Authority, HDR will participate in the following meetings associated with this task:

- Project Phase Kickoff Meeting and site visit – held within 1 month of NTP;
- Monthly Progress Meetings – up to 16;

- Professional Staff (Members/Customers) Meetings – HDR will participate in, and may present at, meetings held between the Authority and Customer staff (up to 3);
- Board Meetings – HDR may prepare and deliver presentations to the Board on such topics as project progress or design and permitting advancement (up to 3 meetings, as requested).

The Kickoff Meeting for this Project Phase will be held at the Peace River Facility and will include a site visit to the Reserve, Reservoir Nos. 2 and 1, the associated Reservoir No. 1 Pump Station and the existing river intake pump station.

The HDR team will conduct internal weekly progress meetings for coordination between task leads, schedule and progress updates, and early identification of any issues to resolve or bring to the Authority's attention for input and resolution.

Other than workshops or meetings described separately in specific tasks, other discussions/meetings regarding project tasks will be conducted as part of monthly progress meetings on the Project between HDR and the Authority.

Authority and stakeholder review comments on initial drafts of work products will be discussed during Monthly Progress Meetings rather than scheduling separate comment resolution meetings.

1.3 Quality Assurance

The HDR team will develop a Quality Assurance Manual (QAM) for this phase of the project that is specific to the tasks being performed. All deliverables will be reviewed in accordance with the QAM prior to submittal to the Authority. The QAM will include procedures for review of deliverables and work product as well as reviewers assigned for various tasks and disciplines. Subconsultants and subcontractors will provide HDR with their QAMs or will provide written confirmation that they will follow the HDR-developed QAM. A copy of the QAM will be provided to the Authority for information only.

Task 1 Deliverables - Deliverables for Task 1 include (all deliverables will be PDF format unless noted):

- Progress report, schedule update and invoice – monthly (up to 17)
- Project Management Plan (for information only)
- Kick-off Meeting agenda, materials, summary notes and decision log
- Monthly Progress Meeting agenda, materials, summary notes and decision log updates – monthly (up to 16)
- Authority Customer Staff Meeting presentation materials – as needed, up to 3
- Board Meeting presentation materials – as needed, up to 3
- Quality Assurance Manual (for information only)

Task 1 Schedule – Schedule for Task 1:

- This Task will run the duration of the Preliminary Design and Permitting Phase, starting with NTP, through completion of this Work Order.
- Project Kick-off Meeting to be scheduled within 1 month of NTP;

- Monthly Progress Meetings will begin a month after the kick-off meeting and will be scheduled as a reoccurring appointment each month with schedule adjustments as needed to accommodate availability of participants.
- Presentations to Staff or Board Meetings will occur as needed and at the request of the Authority, up to a total of 3 meetings each.

TASK 2 – SITE CHARACTERIZATION

2.1 – Geotechnical

Detailed subsurface data will be collected from the footprint areas for the reservoir, pump stations pipeline routes, and mitigation areas to facilitate the design of the infrastructure associated with the Project. The preliminary geotechnical and geologic data obtained in the Siting and Feasibility Phase indicate that the borrow soils in the Reservoir No. 3 area are similar to what was encountered at Reservoir No. 2. As part of the Feasibility Siting Phase, the HDR team conducted a literature review to obtain available information on the geologic and hydrogeologic properties of the potential reservoir site. The data were utilized to refine the scope of services for the more detailed characterization presented herein.

This phase of the project will further assess the characteristics of the Reservoir No. 3 site, as well as collect subsurface information for the pipeline routes associated with the project, and the foundations for the pump stations.

2.1.1 Sinkhole Evaluation

A sinkhole evaluation will be conducted for the Reservoir No. 3 vicinity; sinkholes have a high degree of unpredictability so the HDR team will be making reasonable and customary efforts to identify sinkhole potential and existence. Locations of possible sinkholes will be based on identification of surface deformation at the Reserve using the most recent aerial LiDAR data in LAS format. Imagery datasets will be prioritized based on date (recent imagery) and higher spatial resolution (≤ 1 ft., if available). In addition, relevant drainage information and most recent land cover datasets will be used as ancillary data during sinkhole data layer refinement and quality assurance. These datasets will be prepared for further analysis by clipping to a buffered area of interest (AOI) boundary, converting to a common projection and datum, mosaicked (when appropriate), and organized into an ESRI ArcGIS geodatabase.

Locations of potential karst features will be based on identification of surface deformation in the AOI. In preparation for this analysis, land surface points will be extracted and transformed into a digital elevation model (DEM). The resulting DEMs will then be compared for elevation, slope, and shape change to identify locations of potential sinkholes. In addition, hydrologic tools will be used in the GIS environment to reduce noise and fill sinks, creating depressions that can be refined using circularity indices and area as thresholds for sinkhole predictors. The related high-resolution multispectral data will be used, along with manmade drainage features, to verify possible sinkhole locations and provide a final spatial layer.

Field assessment of identified potential karst features will be performed, and exploration locations selected. Once exploration locations are identified, field data will be obtained and further evaluated for potential

impacts. Areas of further investigation will be delineated for geotechnical investigation (i.e. using drilling and/or geophysics in select locations).

2.1.2 Geotechnical Exploration and Field Program

The geotechnical exploration program will include the reservoir, pipeline routes, pump station foundations, and potential mitigation areas. Drilling contractor activities will be performed by HDR's subcontractor, H2R, with oversight provided by HDR staff. Other geological and site characterization efforts will be provided by other subconsultants. Work associated with this task will be summarized and presented in a Site Characterization Report at the conclusion of the field and lab exploration efforts.

There will be two meetings associated with this task to align HDR team staff and Authority staff on plans, expectations, timing, requirements, and any other pre-field mobilization coordination.

- Site Visit-Site Reconnaissance - site access will be evaluated prior to mobilization of field crew to the site to assess if any clearing or ground improvements will be required. If field improvements such as clearing or grading are required, this effort will be performed prior to any geotechnical field work being performed. No site access improvement activities are included in this Scope of Work.
- Geotechnical Program Kick-off Meeting - a kick-off meeting will be held at the site with the HDR team and the Authority to discuss logistics and site and gate access.

2.1.2.A Reservoir No. 3 Geotechnical Exploration and Field Program

The field exploration program for the embankment design will include both exploratory standard penetration test (SPT) borings drilled using conventional rotary-wash drilling equipment and in-situ piezocone penetrometer testing (CPTU). The geotechnical exploration and in situ testing program for Reservoir No. 3 will include:

- Exploratory borings, soil sampling and rock coring
- CPTU Soundings
- Test Pits
- Piezometers (shallow and deep)
- In-situ permeability testing (slug testing)
- Pump testing
- Lab testing

The Unified Soil Classification System (USCS) will be used for soil classification. Field procedures manuals will be created to ensure consistency of classification among field staff.

Explorations will be referenced to the survey baseline established in separate Tasks. Ground elevation will be surveyed for each boring.

Embankment Explorations - The typical sequence of borings and CPTU soundings will be two (2) exploratory borings to every one (1) CPTU sounding. This pattern will be repeated around the reservoir footprint with the borings and CPTU soundings at an approximate spacing of 500 feet along the centerline of the embankment. Assuming an embankment length of approximately 28,000 feet, thirty-seven (37)

borings and nineteen (19) CPTU soundings will be performed. Additionally, nineteen (19) borings are budgeted along the embankment in the event the CPTUs are unable to penetrate the underlying material to the desired depth. Therefore, a total of fifty-six (56) borings are included in the budget for exploration for the reservoir embankment design, but the additional 19 will only be implemented if necessary.

SPT borings are planned for a depth of 75 feet below the land surface (bls) and the CPTU explorations are planned for a depth of 60 feet bls or until practical refusal. During the CPTU soundings, the test will be stopped, and the excess pore pressure will be allowed to dissipate to allow an estimation of the permeability of the clayey sand or clayey material.

Reservoir Interior Explorations - Within the reservoir interior, explorations will be performed to confirm the depth and lateral extent of the confining layer, and to provide data at reservoir inlet/outlet structures. An additional thirty (30) exploratory borings are included. In areas where there appears to be greater variability, additional explorations will be performed.

Additionally, two (2) deep borings and five (5) CPTU soundings are assumed to evaluate potential sinkhole features or other geologic anomalies that may be identified based on the results of the sinkhole evaluation and geophysical survey. The SPT borings are planned for up to 150 ft bls and the CPTU soundings are assumed to be 60 feet bls.

Deep Geologic Borings - One (1) deep geologic boring will be installed to a depth of approximately 200 feet bls into the upper permeable zone (UPZ) of the intermediate aquifer to allow an assessment of the confining zone thickness, and depths to the deeper permeable zone. Geophysical logging consisting of gamma ray, resistivity and SP logs will be performed in the deep borings.

Test Pits/Auger Soil Columns - Test pits or auger soil columns will be dug in the reservoir interior to further characterize the surficial soils to assess the suitability of these soils as embankment material, assess extent of unsuitable soils, and to assess soil cement mix properties. Up to fifty (50) test pits will be dug throughout the reservoir interior.

Piezometers - Piezometers will be installed to assess in-situ permeability of the saturated surficial sands that are present in the uppermost soil section at the proposed reservoir site. Piezometers will be used to monitor the level of the shallow unconfined groundwater level and the piezometric level in the intermediate aquifer. Shallow piezometer transects (up to six) perpendicular to the embankment center line will be installed to facilitate seepage modeling. The piezometers will also be used to obtain groundwater samples for laboratory analysis.

Up to twenty (20) shallow piezometers will be installed to a depth of approximately 20 feet to assess the in-situ horizontal permeability of the surficial sands and for long-term monitoring of shallow ground water levels. Slug testing will be performed at each piezometer to assess the hydraulic conductivity (K) of the saturated soils in the vicinity of each piezometer. The test locations will be selected after completion of the exploration program. The top of casing elevations at each piezometer will be surveyed, and groundwater elevation data will be obtained on a regular basis at each piezometer (via transducer) to assess groundwater elevations and flow direction at the site.

In addition, one (1) deep piezometer will be installed to a depth of approximately 200 feet into the UPZ of the intermediate aquifer to assess vertical flow components between the surficial and intermediate aquifers, allow aquifer testing of the deeper aquifer, and allow further evaluation of the interaction of the

intermediate aquifer with the reservoir. Pump testing will be performed in the deep piezometer to evaluate the aquifer properties for modeling input parameters. In addition, existing aquifer storage and recovery (ASR) monitoring well I-10 may also be used for testing.

Reservoir Laboratory Testing Program - Laboratory testing will be performed on collected samples from the explorations for use in design development. Tests will be performed in accordance with the applicable ASTM standards. The following laboratory testing is planned:

- Sieve Analysis – 100 tests
- Fines Content – 100 tests
- Hydrometer – 100 tests
- Atterberg Limits – 100 tests
- Specific Gravity – 100 tests
- Percent Organics – 50 tests
- Modified Proctors – 50 tests
- Triaxial Tests (CU with pore pressure) – 50 tests
- Unconfined Compression – 50 tests
- Consolidation – 20 tests
- Flex-wall Permeability – 50 tests
- Corrosion Series – 5 tests
- Soil Cement Mix Design – 20 tests
- Moisture Content – 350 tests

Water Quality Testing - Laboratory testing of shallow groundwater samples will be obtained quarterly (for one year) to assess groundwater quality from 10 shallow piezometers on the Reserve site. The samples will be tested for inorganic parameters, and secondary drinking water parameters per FDEP 62-550 FAC. Iron is of particular interest to evaluate the potential for iron ochre formation in the toe drains. Ferrous iron in groundwater can be a reliable indicator of the potential for ochre clogging.

Piezometer Data Organization/Quarterly Reporting - Piezometers will be outfitted with automatic water level recorders. The data will be downloaded monthly and organized into a spreadsheet database and statistical programs so that the data can be analyzed. Water quality data will also be obtained for each piezometer on a quarterly basis and organized into a database. A quarterly technical memorandum will be submitted to the Authority for the duration of this Task Order summarizing the data, which will ultimately be utilized for ERP permitting.

2.1.2.B Pipeline Geotechnical Exploration and Field Program

Geotechnical engineering services are required to support the design of the steel raw water transmission pipelines associated with the project. The pipelines are anticipated to be large diameter, ranging between 54 inches to 84 inches in diameter with a total cumulative length approximated at over 32,000 linear feet. These services consist of investigations, testing, consultation, advice and recommendations relating to earth support, excavations, thrust restraint, soil corrosion potential, unsuitable materials, bedding and backfill requirements, groundwater and other geotechnical issues affecting the design and construction of a long-term, reliable water transmission pipe.

Borings will generally be spaced at 400-foot spacings and will average 25 feet in depth. A total of 80 borings will be drilled along the pipeline routes. The boring spacing may be greater or less based upon

reconnaissance and aerial photo geological interpretation of near-surface conditions. Twenty (20) additional borings will be drilled to a depth of 40 feet at roadway, river, or stream crossings where a deeper pipeline invert depth may be required. Borings will be referenced to the survey baseline established for the pipeline route. The following laboratory testing is planned:

- Sieve Analysis – 50 tests
- Fines Content – 75 tests
- Hydrometer – 50 tests
- Atterberg Limits – 20 tests
- Specific Gravity – 10 tests
- Percent Organics – 30 tests
- Modified Proctors – 30 tests
- Triaxial Tests (CU with pore pressure) – 20 tests
- Corrosion Series – 35 tests
- Moisture Content – 175 tests

Regarding corrosion potential, samples will be obtained at 1,000-foot intervals, then placed in double-sealed sample containers and sent to a qualified laboratory. The corrosion series testing will include the following analyses: pH, Chloride (ppm), Sulfate (ppm), Moisture Content (% weight), Redox Potential and Conductivity.

2.1.2.C Pump Station Foundation Geotechnical Exploration and Field Program

There are two pump stations associated with the Project; one for the new intake at the Peace River and the other in the vicinity of the reservoirs for conveyance back to the WRF. A total of ten (10) soil borings will be taken to a depth of 75 feet to allow for foundation design recommendations for the pump stations. Borings will be referenced to the survey baseline established for the pipeline route. The following laboratory tests are planned:

- Sieve Analysis – 10 tests
- Fines Content – 20 tests
- Atterberg Limits – 5 tests
- Percent Organics – 5 tests
- Modified Proctors – 5 tests
- Corrosion Series – 5 tests
- Moisture Content – 40 tests

2.1.2.D Geotechnical Investigation of Wetland Mitigation Areas

It is anticipated that some of the wetland mitigation required for the Project will be conducted on-site elsewhere on the Reserve, or possibly on adjacent property. Geotechnical and shallow groundwater level information will be collected in support of the permittee-responsible mitigation design. This investigation will include the following:

- Up to thirteen (13) shallow piezometers with automatic water level recorders to a depth of 10 feet bls
- Up to eleven (11) SPT borings to a depth of 10 feet bls

2.1.3 Geophysical Investigation

A geophysical investigation will be performed utilizing seismic refraction techniques to assess the depth to the impervious layer along the embankment centerline. Seismic refraction involves generating seismic waves at the ground surface. The seismic waves travel from the source through the subsurface along a variety of paths including refracting along interfaces between soil or rock layers of different seismic velocities. The returning seismic waves are recorded at various distances from the source using geophones. Geophones are coupled to the ground surface by “planting” the integrated short spike into the soil on land and riverbed within the water. The seismic wave arrivals at the geophones/receivers are transmitted through cables to the seismograph for digital recording. The data are interpreted by analyzing the differences in elapsed time from the shot to detection of the seismic waves at various distances from the source. A reconstruction of subsurface velocities can be made based upon the arrival times of the seismic energy. Refraction tomography is a relatively new processing procedure in which the data are modeled to produce velocity profiles, allowing for a more detailed interpretation of velocity anomalies with depth. These profiles allow for detailed analysis and interpretation of significant changes in alluvium, weathered rock surfaces, and more competent rock surfaces.

The following will be performed with this task:

- Planning field survey, including coordination with the Authority. Seismic data collection should be planned to avoid any site activities that will generate noise/ground vibrations (such as drilling or excavation work).
- Mobilize crew and equipment to the site.
- Collect continuous (as possible) seismic lines along the ten (10) proposed lines over the Reservoir No. 3 area. Each of the proposed lines are between 1,300 to 5,500 feet long. Line lengths may be reduced and an optional connecting line parallel to the proposed connection tunnel may be added, however the total line length will not exceed the planned 39,210 linear feet.
- Process and interpret the refraction data after returning to the office. Produce interpreted data plots, including cross-sectional velocity tomograms. Example refraction tomography data plot shown at the end of this section.
- Interpreted correlation with anticipated geology will be presented on the velocity cross-sections to help identify large areas of weak zones and/or abnormal variation in subsurface rock surfaces.

2.1.4 Database Development (Leapfrog Works and gINT)

Site data collected, including soil borings, testing, CPTUs will be input into the database programs gINT and Leapfrog Works. The gINT geotechnical software allows boring lithology to be input into a single database for the generation of boring logs and cross sections. Leapfrog Works is a tool that allows the construction of 3D geological and numeric models from a wide variety of data sources, which will be input into models such as SEEP/W.

2.1.5 Site Characterization Report

A Site Characterization Report will be prepared to summarize the field investigation of the PR3 Project and will include geotechnical report(s) prepared by the geotechnical subcontractor. The Site Characterization Report will include:

- Project information
- Results of the sinkhole evaluation
- Results of the field explorations and laboratory tests, including logs of borings, boring locations and elevations (per survey), boring and piezometer elevations
- Results of the geophysical surveys
- Discussion of surface and subsurface conditions
- Maps and cross-sections showing general site conditions and geologic features including but not limited to suspected sinkhole activity, relic sinkholes, lineaments, and lateral discontinuities of impervious strata (if present)
- General location and description of potentially deleterious materials encountered in the borings that may interfere with construction progress or embankment performance, including subsurface organics
- Suitability of the on-site soils for use as embankment fill materials, including maps delineating potential borrow areas
- Presentation of measured groundwater level/elevation data for shallow and deep piezometers
- Discussion of geologic, hydrogeologic, and geotechnical conditions
- Recommendations for the design of the seepage mitigation system
- Recommendations for the design of the pipeline and structure foundations including thrust restraint, pipe bedding and backfill requirements
- Dewatering considerations for foundation construction
- Recommendations for any deep ground improvement that may be necessary prior to construction
- Recommended soil subgrade preparation operations, including stripping, grubbing and compaction
- Recommended engineering criteria for placement and compaction of approved embankment fill materials

A draft report will be submitted for review by the Authority. After receipt of comments from the Authority, the Final Site Characterization Report will be submitted to the Authority.

2.2 Surveying

Surveying data will be obtained to establish horizontal and vertical control for areas within the project footprint. Vertical project controls and survey elevations will be referenced to NAVD88. Horizontal project controls will be referenced to NAD83-2011. The coordinate system for surveys will be the Florida State Plane Coordinate System West Zone.

Data will be provided in AutoCAD Civil 3D 2020 and the surveying subconsultant will provide signed survey reports in either electronic (PDF) or hard copy formats.

For all surveying field efforts, it is assumed that clearing will not be required. If locations requiring data collection are inaccessible, the HDR team will coordinate with the Authority for access, clearing or to develop solutions.

Surveying will be completed in phases concurrent with other field work and design development as detailed in the subsections that follow.

2.2.1 Topographic Surveys

Reservoir Site - Topographic ground shots will be taken over the 1,800 acre area of the Reservoir No. 3 footprint on a maximum grid spacing of 200 feet. The grid survey should supplement existing LiDAR information for the site. If significant differences exist between the grid survey and existing LiDAR information, HDR will provide the Authority with a proposal for flying new LiDAR on a maximum grid spacing of 5 feet.

Reservoir Embankment Alignment - Topographic cross sections every 250 feet will be conducted along the length of the proposed reservoir embankment centerline. Data will include elevations at grade breaks, structures, utilities, pavements, and other physical features. Water levels in ditches, canals, or depressions will also be collected. Cross sections will extend 250 feet from both sides of the provided embankment centerline. A total of 110 cross-sections is budgeted.

River and Reservoir Pump Station Sites - Topographic ground shots will be taken over the 4-acre area of the river pump station down to the water line and the 6-acre reservoir pump station sites on a maximum grid spacing of 50 feet.

Pipeline Corridors - Topographic cross sections will be collected every 250 feet along the length of the proposed pipeline corridors. Data will include elevations at grade breaks, structures, utilities, pavements, and other physical features. Water levels in ditches, canals, or depressions will also be collected. Cross sections will extend 25 feet from both sides of the conceptual pipeline. A total of 132 cross-sections is budgeted.

Wetland Mitigation Areas - Topographic ground shots will be taken across the two onsite mitigation areas to aid in development of a wetland mitigation design, including the 133-acre sand pit and the 225-acre north pasture. An estimated 75 elevation points are anticipated in the “sand pit” and 90 in the “north pasture”.

Wetland Delineation - As part of Task 3, the HDR team will be delineating wetlands with the use of flags. The survey team will coordinate closely with the environmental team to survey each flag location; up to 3,200 survey locations will be taken of flagged wetlands in the areas. This will be performed on an as-needed basis.

Geotechnical Borings and Wells - The locations of the SPT, CPTU and piezometer wells conducted as part of task 2.1 will be surveyed. Up to 160 ground survey points will be taken of staked locations. GPS locations of the borings and wells will be collected by the driller and provided to the survey team prior to performance of this subtask. This will be performed on an as-needed basis.

SUE – No SUE will be conducted with this phase of the project. Existing and known utilities in the vicinity of the project infrastructure will be reviewed during preliminary design, and if needed SUE data will be collected with the final design phase.

2.2.2 River & Reservoir Pump Station Intake Bathymetry

Bathymetric survey will be performed to establish river profile and riverbank gradient in the vicinity of the pump stations. A 4-acre area in front of the proposed river pump station will be bathymetrically surveyed to collect data on river profile and sedimentation in front of the proposed intake. The Authority previously conducted a maintenance dredge around the existing intake pump station. Bathymetric data collected following this dredge event will be reviewed by the HDR team prior to new data being collected.

It should be noted that river bathymetry may change between this survey and construction. Should a significant flow event occur prior to construction, HDR will recommend the Authority conduct additional survey to collect data that will support a construction contractor's bid.

Similarly, a 6.5-acre area adjacent to the proposed reservoir pump station will be bathymetrically surveyed to collect data on the Reservoir No. 1 bottom and submerged side slopes.

Task 2 Deliverables - Deliverables for Task 2 include (all deliverables will be PDF format unless noted):

- ESRI File geodatabase with a polygon feature class that spatially represents the size and shape of the potential sinkhole locations
- Map of proposed borings and geophysical investigations for the identified features of concern
- Field procedures manuals
- Groundwater Monitoring Technical Memorandum (provided quarterly)
- Draft and Final Site Characterization Report
- Signed Survey Reports for topographic data – PDF, DTM, and dwg formats, as applicable
- Signed Survey Report for bathymetric data – PDF, DTM, and dwg formats, as applicable

Task 2 Schedule – Schedule for Task 2:

- Reservoir and pump stations site surveying will be completed within 8 weeks of NTP
- Reservoir embankment alignment and pipeline corridor surveys will commence upon delivery of the 15% design and establishment of the pipeline and reservoir alignments.
- Bathymetric surveys will be performed upon the final locations for the river and reservoir pump station sites.
- Wetland Delineation Surveys will be performed on an as-needed basis throughout the 15%, 30% and Permit Application Design tasks, as necessary.

TASK 3 – ENVIRONMENTAL AND PERMITTING

This task will include field assessment and data collection, agency coordination, and preparation of regulatory documents, namely application components to support the U.S. Army Corps of Engineers (USACE) and Florida Department of Environmental Protection (FDEP) permitting processes. The HDR team will support the agencies in their review of permit applications so the Project is in compliance with the National Environmental Protection Act (NEPA), however, agency requested, post-application coordination is not included in this Scope of Work.

Field surveys will be conducted to advance permitting by documenting existing conditions (i.e., wetland delineations, wildlife surveys, cultural resources assessment), including collection of quantitative data (i.e., specific purpose survey, geotechnical). This task will require agency coordination, habitat mapping and characterizations, and data analysis using agency-approved methodologies necessary to support permitting.

3.1 Federal Permitting

Given the current uncertainty of the regulatory climate, HDR will remain diligent regarding changes to federal and state rules such as changing definitions of Waters of the U.S. (WOTUS) and State 404 Program

Assumption. Based on pre-application meetings with the USACE and FDEP, the project will be retained by the USACE but there will be specific coordination and effort required for state agencies.

3.1.1 USACE

Federal permit coordination will occur through the USACE Tampa Regulatory Office. Early environmental review of federal actions will be a component of the federal regulatory review. HDR will comply with NEPA requirements throughout the preparation of supporting permit documentation.

Due to anticipated impacts to WOTUS, as defined by the Navigable Waters Protection Rule (effective April 21, 2020), the PR3 project must obtain a jurisdictional determination to request Section 404 Authorization. Section 404 of the Clean Water Act (CWA) requires a dredge and fill permit for projects that discharge into WOTUS. For this project, an Individual Permit will be required through the USACE.

Other federal agency involvement will include the U.S. Fish and Wildlife Service (USFWS) and National Marine Fisheries Service (NMFS). These agencies will provide technical assistance in support of the permit applications to confirm compliance with federal regulations. HDR will prepare a Biological Assessment (BA) and an Essential Fish Habitat (EFH) Report in support of this effort. Coordination through the Division of Historical Resources (DHR) will be coordinated through submittal of a cultural resource assessment survey (CRAS) for the project area.

A hybrid approach to wetland mitigation will be provided for early agency review. The approach is expected to include the request to utilize surplus functional gain (FG) from the Reservoir No. 2 project, purchase mitigation bank credits, and create permittee-responsible mitigation, the latter of which will require preparation of the 12 Compensatory Mitigation Components Plan.

Additional coordination is necessary for dredge and fill in navigable waters associated with the Peace River for the intake structure. Further analysis and coordination will occur as part of this phase in support of the USACE's permitting requirements. A detailed hydraulics analysis is not included in this Scope of Work.

Due to the scale and duration of the project and the current regulatory climate, up to three pre-application meetings will be conducted with the USACE team to discuss the project and obtain guidance on the project impact analysis, jurisdictional review, wildlife assessment, CRAS and mitigation plan. HDR will coordinate these teleconference meetings on behalf of the Authority.

3.1.2 USFWS and NMFS

The USACE will coordinate conformance with the NEPA process through the federal permit application review. HDR will update and expand the preliminary wildlife assessment to reflect the preferred alternative under the direction of the USACE. A formal Biological Assessment (BA) will be prepared to include previous research conducted during the siting and feasibility study, agency recommendations, and anticipated impacts based on the refined design footprints and results of the formal wildlife surveys. Avoidance and minimization measures both for design and eventual construction techniques will be presented in the BA for agency review, and mitigation will be proposed to offset impacts. The BA will show adherence to Species Consultation Keys and compliance with federal laws. The BA will be submitted to the USACE and USFWS for review and concurrence. A public comment period will be required, but no HDR services are anticipated to support this effort. This process will lead to the USFWS developing the Biological Opinion.

Individual federal species considerations within the BA are anticipated to initiate USACE/USFWS and/or NMFS consultations for the following:

- Crested Caracara
- Eastern Indigo Snake
- Florida Bonneted Bat (FBB)
- Florida Grasshopper Sparrow (FGS)
- Florida Scrub-jay (FGS)
- Florida panther
- West Indian manatee
- Wood Stork
- Smalltooth Sawfish
- Essential Fish Habitat

To support the consultation effort, HDR will conduct the following species surveys and habitat mapping to inform the regulatory agencies of the existing conditions on site.

3.2 State Permitting

In addition to federal permits, state entities will be involved in the regulatory process.

3.2.1 FDEP

The FDEP South District will have regulatory authority for the project. Due to the expected acreage of impacts to jurisdictional wetlands, the project will require an Individual Statewide Environmental Resource Permit (ERP) and will be required to satisfy all mitigation requirements. FDEP will also review Sovereign Submerged Lands (SSL) through the FDEP Division of State Lands. Impacts to SSL will be reviewed concurrent with ERP application process.

The HDR team will prepare the ERP application package including the environmental narrative, application forms, project maps, and wetland impact sheets. A pre-application meeting will be held at the Conceptual Design (15%) stage. The permit application package will be submitted at the end of this phase of the project when the design is at approximately 60% design stage. All permit fees will be paid directly by the Authority.

All project wetlands will require agency field reviews by FDEP. A standard jurisdictional review will be conducted by the FDEP following permit application submittal; coordination effort post-application submittal is not included in this Scope of Work.

3.2.2 FWC

HDR will conduct the wildlife surveys discussed below that will be developed specific to the habitat areas impacted by the preferred alternative under the direction of the FWC. The results of the state listed species surveys will be summarized in a technical memorandum and included with the permit application submittal as an attachment to the environmental narrative. Negotiations to mitigate impacts to state-listed wildlife will be addressed following the permit application submittal and those efforts are not included in this Scope of Work.

3.3 Wetland Field Data

3.3.1 Wetland Surveys

Wetlands and other surface waters (OSW) will be delineated within the reservoir footprint, along the pipeline interconnections, and at the intake along the Peace River. It is assumed delineations will occur during the dry season from March to June 2022. Preliminary estimates indicate that approximately 30 miles of wetlands will be delineated for the reservoir, comprised of an estimated 61 acres of forested wetlands and 226 acres of herbaceous wetlands. OSWs (e.g., ditches) within the project area will be surveyed at top of bank. There are an estimated 3.9 miles of OSWs within the reservoir footprint. Additional delineations will occur along the pipeline interconnects and at the new intake pump station. Based on the current pipeline configurations, approximately 3 miles of wetlands and 0.4 miles of OSWs will be delineated and surveyed at TOB, respectively. Agricultural swales will not be delineated.

Wetland flagging will be used to label and demarcate wetland boundaries. A handheld Trimble GeoXT 6000 GPS will be used to support wetland data collection for quality assurance and backup, but a professional surveyor will survey the location of the wetland flags and survey the top of bank along the OSW features.

The limits of jurisdiction will be delineated on aerial photographs at a scale no smaller than 1in = 200ft. Although state and federal agencies may claim jurisdiction over different wetlands based on isolation, the anticipation is that each wetland's delineation will be the same for both agencies. The wetland survey data will be used to develop the ERP.

The surveyed delineations will be incorporated into the design plans to quantify wetland and OSW impacts (i.e., earthwork volume and area), including primary impacts, secondary impacts, and dredge and fill volumes. Secondary impacts will be defined as extending 25 feet beyond the primary impact area.

3.3.2 Approved JD (USACE)

Approved jurisdictional determinations (AJDs) are used by the USACE to help implement regulatory requirements and to specify what geographic areas will be regulated by the USACE. An AJD is an official determination of jurisdictional aquatic resources on a parcel and may be either "stand-alone" AJDs or AJDs associated with permit actions. Stand-alone AJDs can later be associated with a permit action. A "stand alone" AJD will be requested for the project to give the permit process greater predictability.

There are an estimated 104 wetlands that will be impacted by the reservoir, pipelines, and intake. Rapanos forms will be prepared to support this review and a justification narrative with maps depicting flow characteristics of jurisdictional wetlands will be developed. Efforts will be made to group Rapanos forms for contiguous wetland systems when possible. This task will include desktop analysis for significant nexus based on surface water flows. This process will be used to confirm the wetland delineations and anticipates up to two days USACE coordination and field verification.

3.4 Species Surveys

The Project area will be surveyed for the presence of federal- and state-listed wildlife, potential wildlife habitat, and roosts/nests, as described below. The purpose of these pre-application surveys is to minimize post-application requirements and help anticipate and mitigate potential impacts early in the project design. The need for subsequent more focused agency consultation surveys and pre-construction surveys

will be determined following submittal of the state and federal permit applications at the conclusion of this phase of the project; these specific surveys are not included in this scope of work. Wildlife surveys and results will be tracked throughout the application process for use during permit negotiations.

3.4.1 Federal Species

The Project will be evaluated for impacts to federal endangered or threatened species of fish, wildlife, and plants and critical habitat required by those species. Wildlife surveys will be in accordance with USFWS species-specific survey protocols and guidelines. A Trimble GeoXT 6000 GPS will be used to support wildlife data collection. The results from each species survey will be documented to support permit submittals and will be evaluated against the project impacts. Ancillary wildlife observations that occur during field visits will be recorded with a GPS and logged. The following federal species are related to the project site:

Crested Caracara - The crested caracara has been documented onsite in 2021 and a caracara nest was suspected between Mitigation Areas A and B in 2006. A caracara nest season survey was previously approved by the Authority and formal surveys will begin January 2022. Assuming a nest is located in 2022, it is anticipated that follow-up nest “productivity surveys” will be required by the USFWS during the 2023 nest season. This task includes USFWS coordination for one formal and six productivity surveys from January through April 2023. The survey results will be compiled in a brief report and evaluated against the project impacts.

Florida Bonneted Bat (FBB) - The federally endangered Florida bonneted bat (FBB) is expected to forage onsite, and the Reserve is designated as FBB critical habitat. Per the USFWS, acoustic surveys on adjacent lands confirmed FBB foraging and suggested that additional acoustic surveys within the Reserve would not likely be necessary given those positive results in proximity to the Reserve; the USFWS stated that foraging on the Reserve would be assumed. FBB roosting has not been documented on the Reserve, although the property contains opportunities for roosting, particularly in the fire damaged areas with snags. When an area provides features suitable to support roosting, it is considered FBB roosting habitat. If a project is proposed in roosting habitat, roosting is evaluated through roost surveys, and if more than 50 acres of foraging habitat with potential roosts is impacted, formal consultation is typically warranted.

To establish a FBB roosting habitat baseline, detailed mapping will be completed within uplands associated with the reservoir and pipeline impact areas to identify tree clusters with potential roost trees. The upland survey is estimated to be 950 acres, plus an additional 250ft buffer beyond the project area. This effort will include ground truthing and desktop mapping. Roost trees are defined as trees (i.e., >33ft tall and 8in DBH) with cavities higher than 16ft above the ground and mature trees with deformities or areas of decay). When encountered, trees with cavities will be inventoried and located by a Trimble GeoXT GPS unit. It is not the intent to inventory all trees, but to identify focus areas that contain potential FBB roosts to facilitate USFWS coordination to design a “next step” survey protocol for the project area. Note that wetland habitats will also be mapped and used for this purpose, but these areas will be mapped as part of other tasks.

Follow-up (i.e., “next step”) survey methods such as emergence surveys and visual inspections (i.e., camera scoping) of roost structures and possibly localized acoustic surveys near suspected roost trees will likely be required in 2023 following permit application submittal and prior to permit issuance. This level of survey is unknown at this time and not included under this current Scope of Work. Note that negative

surveys for these emergence, visual, and acoustic surveys are valid for only 1 year. The intent of the rooting habitat inventory is to narrow down or eliminate areas where follow-up surveys could be required.

Wood Stork - The federally threatened wood stork is expected to forage in the wetlands on the Reserve and the project is in the USFWS consultation area. During the wetland delineations effort, the field teams will assess each wetland in the project area to determine its value as suitable foraging habitat. This will include assessment of an estimated 104 wetlands to quantify the hydroperiods and habitat quality impacted and determine mitigation. This means that mitigation bank credits and/or permittee-responsible mitigation must account for and replace impacted wood stork habitat (see mitigation section). A wood stork biomass foraging assessment of impacts consistent with the USFWS methodology will be required so that the proposed wetland mitigation offsets any biomass loss from the project. USFWS is expected to review and potentially field investigate and/or negotiate these calculations.

Florida Grasshopper Sparrow (FGS) - The USFWS typically requires FGS surveys within almost any non-forested habitat, including pastures within the USFWS Consultation Area in counties where FGSs are known to occur. Based on conversations with the federal agencies, it is expected that the USFWS and USACE will require a formal FGS survey due to the habitat conditions within portions of the Reserve. As part of this Scope of Work, three surveys will be conducted between April 1 and June 15, 2023; surveys will occur just prior to sunrise and end within three hours after sunrise. Surveys will be conducted along a grid through potential habitats with stations approximately 200 meters (656 feet) apart. The survey results will be compiled in a report and evaluated against the project impacts. If a FGS is observed, USFWS consultation would be required. Due to the unlikely occurrence of the FGS, formal consultation is not included in this Scope of Work.

Florida Scrub-jay (FSJ) - The project is within the USFWS Florida scrub-jay consultation area. FSJ habitat was not observed within the project area, but a FSJ sighting was recorded once near Reservoir No. 2 and the USFWS has required FSJ surveys on adjacent private lands. Surveys can be conducted anytime between March 1 and October 31; ideal survey periods include spring (i.e., March), fall (September and October), and midsummer (July). HDR will conduct standard FSJ surveys in areas deemed to be potentially suitable habitat, if present.

Habitat mapping will be refined during field surveys performed as part of other field work in the spring of 2022; Fall 2022 or Spring 2023 surveys will be conducted based on this mapping, as required. Surveys will be conducted over five days from one hour after sunrise until mid-day. The survey results will be compiled in a report and evaluated against the project impacts. If a FSJ is observed, USFWS consultation would be required. Due to the unlikely occurrence of the FSJ, formal consultation is not included in this Scope of Work.

Bald Eagle - The bald eagle has been observed onsite but nesting has not been documented. Eagle nest surveys will occur concurrent with terrestrial surveys for other wildlife. If a bald eagle nest is discovered overlaying the reservoir footprint or within 660 feet of the footprint, coordination with the USFWS will be required. Incidental Take permitting is not expected to be required at this time and is not included in this Scope of Work.

Eastern Indigo Snake - Projects that remove 25 acres or more of eastern indigo snake habitat could remove more than half of a female eastern indigo snake's home range. In these cases, the USFWS believes that incidental take through habitat loss would be reasonably certain to occur and recommends formal

consultation to develop ways to avoid, minimize, and mitigate impacts. HDR will facilitate consultation in support of the federal permit, but surveys aren't anticipated to be required and aren't included in this Scope of Work.

Florida panther - The project falls outside of the Panther Focus Area; therefore, USFWS consultation and field surveys are not proposed under this Scope of Work.

West Indian manatee - The project area is located within the USFWS Consultation Area for the West Indian manatee and critical habitat has been designated for the manatee within the project area on the Peace River. Avoidance and minimization measures will be necessary to protect the manatee during construction and during the long-term operation of the intake structure. The HDR permitting team will coordinate with the design team regarding in-water metal pilings, intake grates designs, and construction measures and will facilitate consultation in support of the federal permit. No surveys are required for this species.

Smalltooth sawfish - Critical habitat for the smalltooth sawfish does not occur within the project area, but the sawfish has been documented in the Peace River with the nearest documented observation 0.7 miles downstream of the existing intake structure. Effects of construction and operation of the project improvements with the potential to impact the smalltooth sawfish include reduced water quality, temporary dredging to construct the intake structure, maintenance dredging, and long-term operation of the intake system. The HDR permitting team will coordinate with the design team to investigate opportunities to implement the latest design standards that minimize the potential for impingement or entrapment of fish, including the sawfish. HDR will facilitate consultation in support of the federal permit; no species surveys are required.

Essential Fish Habitat - HDR will prepare an Essential Fish Habitat assessment to support the federal permit process. An EFH assessment report is expected based on preliminary communication with the NMFS and through a preliminary EFH assessment mapping report generated for the location of the proposed intake. No field surveys are required to support the EFH assessment.

3.4.2 State Species

The project will be evaluated for impacts to state endangered or threatened species of fish, wildlife, and plants and critical habitat required by those species. Wildlife surveys will be in accordance with FWC species-specific survey protocols and guidelines. A Trimble GeoXT 6000 GPS will be used to support wildlife data collection. The results from each species survey will be documented to support permit submittals and will be evaluated against the project impacts. Ancillary wildlife observations that occur during field visits will be recorded with a GPS and logged. The following state species are related to the project site:

Southeast American Kestrel - The FWC released formal survey protocol for the kestrel in December 2020. Surveys for the Southeastern American kestrel can be conducted from April through August and are valid until March 1 of the following breeding season. Three survey events are planned for 2023. Surveys will be conducted along transects spaced 330 feet apart from sunrise until 3 to 4 hours past sunrise to document the presence of kestrels (perching or foraging), suitable cavities, and/or active nest cavities. The habitat inventory conducted for the FBB will be used to also identify suitable areas to survey for the kestrel, and tree cavities encountered will be located with the GPS for future agency coordination.

Gopher Tortoise - Preliminary gopher tortoise surveys will occur within potential gopher tortoise habitat identified within the project impact area. Areas deemed suitable habitat during the preliminary surveys will require formal gopher tortoise surveys prior to construction. If gopher tortoises or their burrows are observed, additional surveys and relocation permitting through the FWC will be required; this effort is not included in this Scope of Work.

Florida sandhill crane - Sandhill cranes have been documented nesting and foraging on the Reserve. Notably, nesting does not occur in the same location each year. Per the FWC species guidelines (2016), pre-planning surveys are recommended in impact areas with potential to support nesting sandhill cranes. Informal surveys will occur during wetland delineations between March and May 2022 and pre-planning surveys will occur between March and May 2023. Pre-construction surveys will be addressed under a future scope of work.

Florida burrowing owls - The Florida burrowing owl has not been observed onsite but burrowing owls are expected in the project area. Burrowing owl surveys will occur concurrently with terrestrial surveys for the gopher tortoise in suitable habitat. If a nest burrow is discovered, coordination with the FWC will be required. Incidental Take permitting is not included in this Scope of Work.

3.4.3 Protected Plants

State-listed plants in Florida are protected and impacts are coordinated through the Florida Department of Agriculture and Consumer Services (FDACS); federal-listed plants are coordinated through the USFWS. Formal plant surveys are not anticipated, but pedestrian surveys will be conducted throughout the project impact areas during the site assessment and permitting processes, including within upland and wetland habitats. These surveys will occur concurrent with terrestrial and aquatic wildlife surveys. A project-specific field reference guide will be prepared and provided to each field team member to help recognize state- and federal-listed plants during field visits. This guide will include photos and characteristics of the potential plants listed as potentially occurring in this area. If listed plants are discovered during field surveys, coordination with the appropriate agency will be initiated to determine if relocation measures would be appropriate. Relocation is not included in this Scope of Work.

3.5 Cultural Resources

HDR will utilize PaleoWest as a subconsultant to complete a Phase I Cultural Resources Assessment Survey. The effort includes surveying the reservoir footprint area and associated piping within the Reserve and intake along the Peace River. Up to 230 shovel test pits will be performed under this scope of work. Areas of the project will be surveyed at medium and low probabilities. If cultural materials are discovered, these discoveries will be presented to DHR to determine additional requirements needed to advance the permitting efforts. Any cultural resource discoveries would be addressed under a future Scope of Work.

3.6 Wetland Mitigation

The project lies in the Peace River and Myakka River Watersheds. Mitigation will be required for impacts to jurisdictional wetlands and these impacts will be watershed specific. Given the current limitation of mitigation banks in these watersheds, an alternative mitigation approach using a combination of 1) surplus functional gain from previous on-site mitigation, 2) mitigation bank credits, and 3) onsite permittee-responsible mitigation is anticipated. The following steps are planned for wetland mitigation:

1. The use of surplus functional gain will continue to be negotiated with the FDEP and the USACE as part

of this scope. HDR will support the Authority to compile documents, summarize permits and facilitate agency meetings. Should some or all of the surplus functional gain units from Reservoir No. 2 be approved for transfer to PR³, HDR will prepare the modifications for the following permits:

- ERP No. 14-0257291-001
 - SAJ-2005-1274-IP-MGH
2. The purchase of mitigation bank credits to fully permit this project is not currently possible due to current shortfalls of mitigation credits. After considering alternative mitigation opportunities, the balance of mitigation needs will be negotiated with the Peace River and Myakka River mitigation bank managers. Coordination with EarthBalance and calculations for the Authority mitigation bank credit needs is included in this scope of work.
 3. The design of permittee-responsible mitigation is proposed on the Reserve to help offset the wetland and wildlife habitats impacted by the PR³ project. The reservoir will incur impacts within two watersheds – the Myakka River and the Peace River watersheds. The proposed Myakka Watershed mitigation area is former agricultural lands and improved pasture with remnant, drained herbaceous wetlands. The proposed Peace River Watershed Mitigation Area is a former slurry pit from the excavation of Reservoir No. 1 and contains clays and other fine sediments.

HDR will utilize the subconsultant EcoGENESIS in support of the design for the permittee-responsible mitigation areas.

3.6.1 Wetland Delineation and Report

This task encompasses field review, flagging of existing wetlands and OSW limits within the anticipated permittee-responsible mitigation areas. Wetlands will be flagged and GPS-located to submeter accuracy, and delineation sampling data will be documented using the currently approved FDEP and USACE wetland delineation forms, including the supplemental Rapanos Forms. Indicators of SHWL and/or OHW will also be identified and marked. Photo documentation will be collected to document existing conditions and vegetative cover of on-site wetlands and OSWs.

3.6.2 Permittee-Responsible Wetland Mitigation Design & Permitting (State and Federal)

The final siting of the permittee-responsible mitigation will include identifying historic wetland areas for restoration within the Myakka and Peace River watersheds, specifically for herbaceous mitigation within the Myakka watershed and forested mitigation within the Peace River watershed. Data will be collected in the identified areas to quantify existing wetland function and to implement a background water level monitoring network for wetland mitigation design purposes. Collection of background water level data is essential to identifying current hydrologic function. Modeling is not included under this work order.

Wetland mitigation design for the proposed herbaceous (Myakka River) and forested (Peace River) mitigation areas will be developed in coordination between HDR and EcoGENESIS to determine post-restoration hydroperiod stages and/or durations appropriate to the targeted wetland types proposed. Post-restoration community types will be classified using FLUCFS for the ERP permit, and Florida Natural Areas Inventory (FNAI) for the USACE, per recent guidance (May 2021). The mitigation design will include a planting plan for targeted community types proposed for mitigation. The mitigation plan to support the ERP and Section 404 permitting for each mitigation area will encompass the following elements:

- Project objectives
- Site Selection Factors
- Baseline information for each PRM area,
- UMAM Analysis to determine expected functional lift according to 62-345, F.A.C for ERP and for Section 404 permitting incorporating the USACE 3% time-lag discount rate
- Work plan (including proposed post-restoration polygons, topography/earthwork, hydrologic improvements, and planting plan)
- Cost estimate for financial assurance purposes
- Maintenance plan
- Proposed success criteria/performance measures
- Monitoring Plan
- Adaptive Management Plan
- Long-Term Management Plan

The financial assurance and site protection (conservation easement) documents needed for the mitigation plan for the final permit submittals to the FDEP and USACE are not included in this Scope of Work.

Design of a mitigation areas will require coordination between the Authority and the HDR team. The design will include the development of engineering drawings (estimated at 24 sheets) to depict the specifications of the mitigation plan. These drawings will include general notes, plan views, planting plans, topographic, survey and geotechnical sheets, cross-sections, a surface water management plan, and details on control structures necessary to the design. HDR will submit the mitigation design as part of the ERP and Section 404 permit applications. Design modifications, requests for additional information, and agency field reviews will be covered under a future Scope of Work.

6.3.3 Wood Stork Mitigation

Mitigation will be required to replace SFH for the wood stork. A wood stork SFH assessment will be conducted specific to the permittee-responsible mitigation areas based on the hydrology and habitats proposed by the mitigation design to analyze wood stork foraging habitat to tie this to wood stork credits for the project impacts. Each wetland will require a hydrological assessment to be quantified for final mitigation. It is anticipated that additional wood stork credits will be required as part of the mitigation bank credit purchase.

3.6.4 Agency Meetings & Communications

Multiple coordination meetings will be required with the agencies as the permittee-responsible mitigation design is advanced. Up to five (5) agency meetings are anticipated and included in the Scope of Work. The HDR team will schedule meetings with the agencies, develop meeting agendas and materials and provide meeting summary notes.

3.7 Floodplain Impacts and Compensation

HDR will utilize the Subconsultant RESPEC for floodplain impact permitting. The HDR team has obtained a digital copy of the Southwest Florida Water Management District watershed model that covers the area of the proposed Reservoir No. 3. This model will be updated to incorporate any applicable field survey information and evaluate the new reservoir location including the associated loss of floodplain storage

and drainage area, as well as changes to offsite drainage patterns to determine adverse increases in offsite flood stages, if any. While not anticipated, should there be any adverse increases in offsite flood stages the HDR team will work through the development of solutions to address or mitigate. It is assumed that there won't be any stormwater quality impacts that must be addressed within the ERP process.

3.7.1 Preparation of Plan to Accommodate Offsite Drainage

Based upon previous preliminary evaluations, a perimeter grading plan to accommodate offsite drainage will be developed in conjunction with the plans development for the permit application milestone.

3.7.2 Preparation of Floodplain & Drainage Information for Environmental Resource Permit

This subtask will include the effort to develop the applicable floodplain and drainage related information for the ERP application.

3.8 Dam Safety Aspects of ERP

Another component of the FDEP permit process will be a dam safety review of the design, construction, and long-term operation and maintenance of Reservoir No. 2, as well as on-going coordination of the Authority's existing dam safety monitoring and maintenance for Reservoir No. 2.

Dam safety related design elements and supporting documentation will be prepared during the 30% and Permit Application Design tasks. Documents for review with the ERP applications will be included in the design drawings and design report as applicable.

Task 3 Deliverables - Deliverables for Task 3 include (all deliverables will be PDF format unless noted):

- USACE Section 404 Authorization Individual Permit application package
- Approved jurisdictional determination (AJDs) Rapanos forms, maps and narrative
- USFWS Biological Assessment (BA)
- NMFS Essential Fish Habitat (EFH) Report
- Crested caracara survey results report (2023)
- FGS survey results report
- FSJ survey results report
- FBB survey results report
- Wood stork biomass foraging impact assessment (spreadsheet) and report
- Wood stork SFH mitigation assessment based on the proposed mitigation design
- Individual Statewide Environmental Resource Permit (ERP) application package
- FWC state-listed wildlife surveys – results reports and maps
- Cultural resource assessment survey (CRAS) for the project impact and mitigation areas
- Permit modifications: ERP No. 14-0257291-001 and SAJ-2005-1274-IP-MGH
- Permittee-responsible mitigation Wetland Delineation Report for AJD
- Permittee-responsible Mitigation Plan and initial drawings

Task 3 Schedule – Schedule for Task 3:

- Wetland delineations (March – June 2022)
- Crested caracara nest productivity surveys (January – April 2023)

- Wood stork SFH impact area assessments (March – June 2022)
- Florida Grasshopper Sparrow (FGS) (data collection April – June 2023)
- Florida Scrub-jay (FGS) (data collection Sept.-Oct. 2022 or Spring 2023)
- Southeast American Kestrel (data collection April/May 2023)
- Gopher Tortoise (data collection March 2023)
- Wading Birds (data collection March and April 2023)
- Florida sandhill crane (concurrent with wetland JD 2022/pre-planning March-May 2023)
- CRAS (March – June 2022)
- Mitigation area wetland JD survey (April – May 2022)

TASK 4 - CONCEPTUAL DESIGN - 15% DESIGN MILESTONE

The project design will be advanced from the selected project configuration presented in the Siting and Feasibility Report to a Conceptual (15%) Design early in this phase of the project. This design effort will overlap with field work but will also be used to finalize data collection needs. An opinion of probable construction cost will be developed from the 15% Design, and decisions about construction packaging and contracting methods will be finalized with this Task.

The primary objectives of the 15% Design Milestone are:

- Establish the reservoir embankment centerline
- Select and develop reservoir embankment cross-section
- Establish location of reservoir intake and discharge structures
- Establish conveyance pipeline corridors and tie-in to existing pipeline/plant locations
- Determine pipeline diameters
- Establish access roads
- Establish location of reservoir pump station
- Prepare draft pre-development wetland sheets
- Develop draft earthwork and pipeline quantities
- Prepare 15% Cost Estimate

Engineering design will include calculations and drawings to support the stated milestone objectives in this Section. Design calculations, drawings, and reports will be developed to begin laying out the details of the features and advancing the completed Siting and Feasibility Study.

Drawings will be developed in AutoCAD Civil 3D and will be submitted to the Authority in PDF format for review and comment. An estimated 60-65 drawings are estimated for the 15% submittal, with the following information planned for the 15% milestone:

- Cover
- General Notes
- Site Access
- Topographic (LiDAR) Survey
- Geotechnical Boring Locations

- Plan Key Sheets
- Reservoir Embankment Centerline Geometry
- Reservoir Embankment Layout
- Reservoir Embankment Typical Section
- Reservoir Inflow Structure Layout
- Reservoir Discharge Structure Layout
- Reservoir Pump Station Layout
- River Pump Station Layout
- Conveyance Pipeline Centerline Geometry
- Conveyance Pipeline Routing Layout
- Conveyance Pipeline Tie-In and Discharge Location Layouts
- Pre-Development Wetlands

The 15% Design milestone documents will be submitted to the Authority for review and comment. Comments, questions, feedback and questions will be covered during a monthly progress meeting and input will be incorporated in the 30% Design submittal. Comments and input will be tracked in an Excel table to document resolution and verify comments have been addressed.

4.1 Design Initiation

The 15% Design for the project will begin with a data review and discussions with Authority staff to inform the conceptual design. A significant amount of information on existing facilities and infrastructure has been provided from the Authority to the HDR team. This information will be reviewed during conceptual design development and information gaps will be identified and provided to the Authority to see if additional record drawings, O&M documentation, pump curves and electrical or other studies recently performed.

Following the initial review, a series of site visits and workshops will be scheduled with key Authority staff for interviews and clarifying discussions prior to beginning design analysis and evaluations. This effort does not include condition assessment of any existing facilities and infrastructure that will remain or be repurposed/reused.

4.2 Reservoir and Ancillary Structures

The 15% Design of the reservoir embankment will be based on existing data collected during the Feasibility and Siting Phase of the PR³ project and the investigation and construction of Reservoir No. 2. Reservoir embankment design efforts will include:

- Design storm routing for discharge hydraulics and freeboard evaluation
- Freeboard evaluation to confirm embankment height and full pool elevation
- Initial seepage and slope stability analysis to select preferred seepage mitigation components
- Establishment of embankment cross-section details including seepage, drainage and site access features
- Conceptual layout of water control structures

The state of Florida does not have established design criteria for reservoirs, so the design criteria for the reservoir embankment and ancillary structures will follow the South Florida Water Management District Design Criteria Memoranda (DCMs) and the USACE engineering manuals. The application and use of these will be detailed in the Basis of Design Report that is developed as part of the 15% Design.

Seepage analysis of the foundation and embankment will be conducted to determine the phreatic surface for use in steady seepage and rapid drawdown stability analyses. Additional analyses will be conducted to estimate seepage quantities and to size the embankment drainage system. To perform the seepage analyses, a conceptual model of the embankment system and surrounding soil properties will be developed by HDR based on the site characterization. The conceptual model will define the boundary conditions, soil properties, and the head and flow distribution of the embankment and surrounding soils. Boundaries include impervious boundaries such as very low permeability soils or other flow boundaries. The conceptual model for the reservoir embankment will be defined based on the embankment material and the conceptual embankment and reservoir design. Following the development of a conceptual model, the HDR team will evaluate the impacts of seepage utilizing numerical models such as SEEP/W.

Several seepage mitigation and collection systems were considered during the previous phase of the project. These options (including a through-embankment cutoff wall and a geomembrane-cutoff wall system) will be evaluated for effectiveness in minimize seepage losses from the reservoir and exit gradients downstream of the embankment. An evaluation of constructability, costs and risks will be conducted following preliminary seepage analysis to select a seepage cutoff and collection system for the reservoir embankment.

In conjunction with the pipeline and pump station design development, locations of the inflow and discharge structures on the reservoir will be evaluated to balance the prevention of short-circuiting and minimizing pipeline length.

4.3 Pipelines & Pump Stations

Hazen and Sawyer will support the HDR team for the design of the pump stations and pipelines associated with the PR3 Project. The conceptual design for these features will be developed through discussions with Authority staff, initial evaluations and conceptual options presented in Technical Memoranda (TM). TMs will be prepared for each evaluation included under this conceptual design task. The technical memoranda will include an evaluation of the screened concepts from the TM developed in the previous phase of the project, a description of a recommended approach, and conceptual design criteria for the proposed approach. The level of detail of the conceptual design evaluations will focus on defining a single technical approach to be carried forward to the preliminary engineering task for refinement and cost estimation.

4.3.1 River Intake, Pump Station, and Pipeline Evaluation

A technical evaluation will be conducted to assess raw water screening technologies, intake configurations, and potential raw water pump station configurations. The evaluation will also include an analysis of the river water pipeline and will identify a recommended approach based on conceptual capital costs, technical feasibility, and constructability. This work will be captured in a TM that will include:

- Sediment and Debris Evaluation: Review of available survey and historical data as it relates to the tributary and expected debris type (i.e., Bald Cypress flat bladed needles), quantity, accumulation rate, and seasonal variations.
- Regulatory Considerations: Coordination with FWC and NMFS to determine requirements related to slot velocity and screen opening size. This engineering/design aspects of the screens will be captured in this effort, while the permitting coordination effort will be included with Task 3.
- Limited Screening Technology Evaluation: Based on the required screen opening size, a limited screening technology assessment will be completed to identify the screen style (i.e., passive, mechanical, or a combination thereof) that is most appropriate.
- Intake Evaluation: In conjunction with the limited screening technology evaluation the intake type will be evaluated. Peace River stream gauge levels and the Authority's WUP diversion schedule will be evaluated to determine the ideal onshore or offshore water withdrawal location and elevation (i.e., littoral and/or limnetic zones; epilimnion, thermocline, and/or profundal zones). With the screen locations (distance from shoreline) defined, the intake type (i.e., submerged intake, surface intake) and configuration (i.e., separate or connected intake and pump station structures) will be selected. If the selected approach includes separate intake and pump station structures, the installation technique (i.e., open cut, trenchless, or a combination thereof) for the intake pipe connecting the two structures will be defined.
- River Pump Station Geometry: The pump station depth, footprint, and geometry will be evaluated based on the screen type, quantity, and presence or absence of intake pipes. Both rectangular and circular caisson-style shaft pump stations will be considered. Preliminary CFD modeling will be conducted as part of the evaluation process.
- Construction Planning: A initial construction plan, including evaluation of phasing, for the pump station(s) and pipeline system will be developed.
- Conceptual River Pump Design Criteria: The quantity of pumps will be defined to help quantify the required footprint of the new river pump station and appurtenant facilities.
- River Water Pipeline Design Criteria and Route: The river water pipeline diameter will be revisited, and a single feasible route will be identified. Route will be selected to limits crossings and avoids conflicts in congested areas. Route will also consider environmental impacts, provisions for flushing/turnover of stagnant water, and tie-ins. A pipeline material evaluation will also be included.
- River Water Pipeline Modeling: hydraulic modeling of the river pipeline will be conducted to establish preliminary pipe sizes to maintain acceptable velocities and minimize hydraulic transients in the system.

4.3.2 Reservoir Pumping and System Interconnectivity Evaluation

A technical evaluation will be conducted that will assess potential reservoir pump station configurations and identify a recommended approach that can be developed further as design progresses. This work will be captured in a TM that will include:

- **Reservoir Pump Station Configuration:** The pump station configuration will be evaluated to confirm if water treatment plant (WTP) feed and reservoir-to-reservoir transfer may be accomplished using a single pump station or if multiple pump stations featuring different pump styles is more appropriate. The existing and future WTP demand profile will also be evaluated to guide the selection of pump size and quantity. Based on the selected reservoir pump station approach, the approximate required footprint of the pump station and appurtenant facilities will be defined.
- **Yard Piping and System Interconnectivity:** The piping arrangement and system interconnectivity of existing and proposed infrastructure will be conceptualized. Pipe size and materials will be confirmed and the locations of isolation valves, flow control valves, and flow meters will be identified and laid out in schematic format. Provisions for accommodating future system configuration modifications will also be explored from a cost perspective such that a decision can be made relative to which provisions can be include under detailed design.
- **Hydraulic Modeling:** Modeling of gravity service piping will be performed to establish preliminary pipe sizes that maintain acceptable velocities and reservoir draw down rates and maximize the working volume of the aboveground reservoir system.

4.4 Design Reports and Other Supporting Documents

The design details will be captured in drawings and supported by several documents to consolidate and present design criteria, calculations, assumptions and other backup information that supports the design.

4.4.1 Demand Projection Update

The Authority's customer demand projections are periodically updated by the Authority for their project and budgeting planning horizon. Demand projections were most recently updated in the Authority's Integrated Regional Water Supply Plan (IRWSP) 2020 Update. In support of the design advancement for the Project, an update to existing member/customer demand assessment will be conducted and presented in a Technical Memorandum. These updates will be based on information from Authority customers and will include an evaluation/validation of the demand schedule as it relates to the PR³ Project. The methodologies for this update will be the same as previously used in the IRWSP.

4.4.2 Basis of Design Report

A Basis of Design Report (BODR) will be developed for the project in conjunction with the development of the 15% Design. The purpose of the BODR is to present design concepts, criteria and initial calculations supporting the development of the design for the project features. The report will document goals and objectives, project components, design criteria, initial sizing and configuration details.

The BODR will include the schematics, sketches, design concepts, engineering practices, application of experience from similar projects, cost estimates, required permits and fees, permitting schedule, anticipated project construction schedule, equipment lists, list of anticipated specifications, functional performance criteria, functional narrative, operational control strategy, conceptual layout of facilities and other conceptual design criteria so that stakeholders are thoroughly informed prior to the advancement

of the design. TMs referenced in other sections will be included in the BODR for completeness of documentation.

An initial probable failure modes analysis (PFMA) and semi-quantitative risk assessment (SQRA) will be conducted with the 15% milestone. The PFMA will follow industry guidelines for conducting assessments of failure modes through a workshop with the project team and the Authority staff. Those potential failure modes judged to be risk-drivers will be incorporated into the SQRA process. Outcomes of these evaluations will be captured in the BODR, will inform the development of the design for the reservoir, and methodologies for addressing the potential failure modes in the design will be documented in the BODR.

The BODR will also include recommendations about construction packaging and contracting methods for the Authority's final decision making. Recommendations will be based on a series of discussions with Authority staff on options available for packaging and contracting.

4.4.3 Opinion of Probable Construction Cost

An opinion of probable construction cost (OPCC) will be developed in conjunction with the 15% Design. This estimate will be an AACE Class 4 estimate, which includes a level of detail commensurate with a conceptual design. The estimate will be based on quantity takeoffs from the 15% Design drawings, assumptions on equipment and production rates, quotes from vendors and/or manufacturers, and costs for recent similar work.

Task 4 Deliverables - Deliverables for Task 4 include (all deliverables will be in PDF format unless noted):

- Drawings
- Demand Projection Update TM
- River Intake, Pump Station, and Pipeline Evaluation TM
- Reservoir Pumping and System Interconnectivity Evaluation TM
- BODR
- Opinion of Probable Construction Costs
- Comment Tracking Table – Excel format

Task 4 Schedule – Schedule for Task 4:

- Demand Projection Update TM will be completed 8 weeks after NTP
- Drawings and BODR for Task 4 will be completed 16 weeks after NTP
- OPCC for Task 4 will be complete 18 weeks after NTP
- The comment tracking table will be completed with HDR responses within 2 weeks of final receipt of Authority comments.

TASK 5 - PRELIMINARY DESIGN - 30% DESIGN MILESTONE

The Preliminary (30%) Design efforts will advance the documents developed for the 15% Design milestone and incorporate feedback and comments from the Authority staff on that submittal. This design advancement will further define details of project features, operations considerations, will incorporate

data collected during various field activities, and will include calculations to support the advanced design. At this stage, the level of design is such that no additional project conceptual decisions or assumptions will be required with a minimal risk of changes in features that could affect the scope and schedule.

Drawings will be advanced, are anticipated to include 200-220 drawings conveying the following information:

- Updated Drawings from 15% Design
- Construction Limits
- Surveyed Cross Sections
- Site Layout and Grading
- Reservoir Embankment Internal Drainage and Seepage Mitigation Layout and Details
- Borrow Area(s)
- Instrumentation Plan and Sections
- Reservoir Intake Structure Plan and Elevations
- Reservoir Discharge Structure Plan and Elevations
- Reservoir Intake Piping Plan and Section
- Electrical Distribution
- SCADA Block Diagrams
- Stormwater management
- Access Road Details
- Riprap and Erosion Protection Details
- Post-Development Wetland Impacts

The previously developed initial list of specifications will be updated and select material specifications will be developed.

The 30% Design milestone documents will be submitted to the Authority for review and comment. Comments, questions, feedback and questions will be covered during a monthly progress meeting and input will be incorporated in the Permit Application Design submittal. Comments and input will be tracked in an Excel table to document resolution and verify comments have been addressed.

5.1 Reservoir and Ancillary Structures

The 30% Design efforts will include the review and update of the site characterization data generated for the reservoir site from the surveying and geotechnical investigation. The HDR Team will evaluate the strength and compressibility of the foundation soils and the strength of the compacted embankment soils. Additionally, the requirements for soil-cement armoring and other erosion protection needs for the reservoir will be evaluated.

The previously developed seepage analysis will be updated and a sensitivity analysis will be conducted based on the site characterization efforts. The updated seepage analysis will be used to update the embankment slope stability design. Seepage and stability analyses will support the development of design details for the embankment cross section.

Settlement analyses will be performed to estimate the anticipated embankment settlements due to consolidation of the embankment, foundation materials, and structures. Erosion control analyses will be performed to determine the erosion control alternatives for the reservoir embankments, such as grass cover, soil-cement, rip-rap, and wave berms.

This task includes plan layout, cross sections excavation limits, preliminary material specifications, slope protection, instrumentation requirements, and construction quantities. This work will include the efforts necessary to advance the design of the appurtenant structures, which are anticipated to consist of an inlet structure, outlet/spillway structure, and emergency spillway. The design documents will be updated to reflect improvements to the design features based on comments received from the Authority, the member governments, and regulatory agencies.

A Dam breach analysis will be performed in support of the reservoir design, which is a requirement of the ERP. The analysis will evaluate breach formation and include hydrology and hydraulics modeling for an uncontrolled release of water from the reservoir to determine depth of inundation at major facilities, including Kings Highway, residences in the vicinity and the Peace River Facility.

5.2 Pipelines & Pump Stations

Following input and direction from the Authority on the proposed configurations for pump station intake, pipelines, and other hydraulic connections, the design for the pump stations and pipelines will be advanced to a 30% level. Advancement of the conceptual design will focus on:

- River intake and pump station facilities
- River water screening and pumping equipment
- River water pipeline
- Reservoir pumping equipment
- On-site yard piping, valves, instrumentation, and appurtenances
- Reservoir No. 3 aeration system

Other aspects related to the pumping and conveyance infrastructure to be considered during the 30% design include operations, preliminary electric utility coordination for service application, phasing and future improvements, details for considerations related to emergency drawdown of the reservoir(s), which occurs through inflow piping, provisions for flushing piping and addressing line stagnation concerns, recommendations for aeration/water quality treatment within the reservoir, and preliminary maintenance of plant operations (MOPO) during construction.

This task does not include physical modeling for the pump station, which will be completed as part of final design.

5.3 Design Reports and Other Supporting Documents

The documents supporting the design development will be advanced from 15% to 30% level of detail.

5.3.1 Design Report and Calculations

The BODR will be updated during the 30% design phase to include the advancement of the 15% Design calculations and project definition. Decisions made following the 15% Design submittal will be

documented and the initial development of an operations plan and embankment monitoring plan will be outlined.

5.3.2 Opinion of Probable Construction Cost

The OPCC will be updated with the 30% Design. This estimate will be an AACE Class 3 estimate including additional level of detail for a 30% design. The estimate will be based on quantity takeoffs from the 30% Design drawings, assumptions on equipment and production rates, quotes from vendors and/or manufacturers, and costs for recent similar work.

5.4 Independent Reviews

Independent reviews will be conducted by technical experts outside of the design team to confirm industry best-practices are being followed and that risks, constructability and costs are being considered and incorporated into the design. The HDR team will conduct an Independent Expert Peer Review (IEPR) utilizing HDR experts outside of the design team, as well as experts from peers in the dam and pump station industry. Additionally, an initial Value Engineering (VE) review will be conducted to look at the costs of the project and identify opportunities to maximize the project budget.

5.4.1 IEPR and VE

IEPR – The IEPR will focus on confirmation of the site characterization and design approach for the project features. The IEPR will be conducted prior to the completion of the 30% design milestone with sufficient time to incorporate feedback into the design milestone documents. Review comments and feedback will be documented into a TM.

VE – The HDR team will conduct a VE at the start of the 30% design milestone task utilizing the conceptual design and cost estimates developed from the 15% design milestone. The VE will be conducted via a workshop, with participants reviewing the 15% documents in advance, and ideas for value engineering and cost savings discussed during the workshop. The workshop will be summarized in notes and technical evaluation of the potential VE cost savings will be evaluated during the 30% design development. It is anticipated that another VE will be conducted following the future 60% design milestone during the final design phase.

5.4.2 Third Party Review by SWFWMD

As a cooperative funder, the SWFWMD will conduct a third-party review of the 30% design and cost estimate. The HDR team will be available for up to three coordination calls between the SWFWMD, their reviewer and the Authority to introduce the project design, to answer questions during the review, and to discuss comments from the review to address any questions or concerns. HDR will provide written responses to the formal review comments or questions from SWFWMD and their reviewer with indications of work to be performed in future phases to address the comments. The Authority will have the opportunity to review draft responses prior to finalizing responses to be provided to SWFWMD.

Task 5 Deliverables - Deliverables for Task 5 include (all deliverables will be submitted in PDF format unless noted):

- Drawings
- Specifications
- Design Report and Calculations
- Opinion of Probable Construction Costs
- IEPR Comments and Findings TM
- VE Workshop Summary Notes
- Responses to Third Party Review Comments

Task 5 Schedule – Schedule for Task 5:

- Drawings, Design Report, and Specification list for Task 5 will be completed 36 weeks after NTP
- OPCC for Task 5 will be complete 38 weeks after NTP
- The comment tracking table with third party review comments will be completed with HDR responses within 4 weeks of final receipt of Authority and third party review comments.

TASK 6 – PERMIT APPLICATION AND SUPPORTING DESIGN

The Permit Application Design efforts will advance the documents developed for the 30% Design milestone and incorporate feedback and comments from the Authority staff on that submittal. This design advancement will further define details of project features, operations considerations, will incorporate data collected during various field activities, and will include calculations to support the advanced design.

At this stage, the level of design is such that permits can be applied for and the level of detail included demonstrates extent of project impacts to existing systems and wildlife. Aspects of this milestone will be approximately 60% design level, such as civil and geotechnical design details. However, other elements that aren't related to permit applications, such as structural, mechanical, electrical and I&C will be more aligned to 30% design as these details are less relevant to the permit applications. The full 60% design milestone will be part of the future final design scope of work.

The permit drawings will be created to satisfy the requirements of the regulatory agencies, as required. These drawings will include special permitting requirements which are not relevant for construction to avoid “crowding” the construction drawing. This allows these permit drawings to be easily edited and submitted without affecting the construction documents. Specific information to be presented may include things such as legal descriptions, zoning, utility contact information, site acreages, impervious areas, etc. Drawings will be advanced, the set is anticipated to be 270-280 drawings and will include:

- Updated drawings from 30% milestone
- General
- Civil
- Geotechnical
- Structural for overall structure dimensions and general information
- Mechanical for general process and equipment information
- Electrical and I&C drawings with general details.

The previously developed initial list of specifications and select material specs will be updated to include a draft of the technical specifications.

The wetland mitigation design will be finalized with this milestone as the details of the mitigation are key to permitting efforts.

The Permit Application Design milestone documents will be submitted to the Authority for review and comment prior to submitting the permit applications to the regulatory agencies. Comments, questions, feedback and questions will be covered during a monthly progress meeting and input will be incorporated in the documents supporting the permit applications, or if not critical to the permit applications, will be reserved and incorporated into a future 60% Design submittal. Comments and input will be tracked in an Excel table to document resolution and verify comments have been addressed.

6.1 Reservoir and Ancillary Structures

The reservoir design will be advanced from 30% to finalize the embankment cross-section details, complete seepage, stability and settlement analysis and incorporate construction requirements into drawings and specifications so design any offsite impacts will be quantified and mitigation measures identified. Embankment seepage collection system details, erosion protection details and other important construction considerations will be defined. The reservoir inflow and discharge structure will be advanced to a level of detail to support permitting efforts. Site civil and stormwater management details will also be advanced to a level of detail to support permitting efforts.

6.2 Pipelines & Pump Stations

Design advancement in support of the permit application milestone include defining limits of disturbance, crossings, pipeline route in plan view, and location, geometry and footprint of structures and facilities. Detailed mechanical plans/sections and civil pipe profiles will not be included. Specifications related to offshore disturbance and pumping/screening equipment will be advanced to a level suitable for permitting.

6.3 Design Reports and Other Supporting Documents

The documents supporting the design development will be advanced from the 30% level of detail in conjunction with the advancement of the drawings and specifications.

6.3.1 Design Report and Calculations

The Design Report from the 30% Design milestone will be updated to include the advancement of the calculations and project details for the Permit Application design milestone. Decisions made following the 30% Design submittal will be documented.

6.3.2 Opinion of Probable Construction Cost

The OPCC will be updated with the Permit Application Design Milestone. This estimate will be an updated AACE Class 3 estimate. The estimate will be based on quantity takeoffs from the drawings, assumptions on equipment and production rates, quotes from vendors and/or manufacturers, and costs for recent similar work.

6.3.3 Embankment Performance Monitoring Plan

An embankment performance monitoring plan will be prepared for Reservoir No. 3. The plan will reference similar effort being performed at Reservoir No. 2. The purpose of the embankment performance monitoring program (EPMP) is to: (a) describe the various instrumentation types that have been installed in the dam and surveillance procedures used to obtain data to evaluate whether the structure is functioning as designed; (b) provide continuing surveillance of the structure with the intent of early detection of potential problems; and (c) to provide a database for the evaluation of the embankment performance. The scope of the EPMP is limited to the dam embankment, drainage system, and surface movement monuments, and does not include instruments for monitoring inflow and outflow control and discharges.

A draft and final EPMP will be submitted to the Authority for comment prior to submitting with the permit application to the regulatory agencies.

Task 6 Deliverables - Deliverables for Task 6 include (all deliverables will be submitted PDF format unless noted):

- Design Drawings
- Technical Specifications
- Design Report and Calculations
- Opinion of Probable Construction Costs
- Draft Embankment Performance Monitoring Plan
- ERP Application and supporting documents
- CWA 404 Permit Application and supporting documents

Task 6 Schedule – Schedule for Task 6:

- Drawings, Design Report, and Design Specifications for Task 5 will be completed 60 weeks after NTP
- OPCC and Draft Construction Schedule for Task 6 will be complete 62 weeks after NTP
- ERP and CWA Permit Applications will be submitted 64 weeks after NTP.

TASK 7 – OWNER’S ALLOWANCE

An Owner’s Allowance of \$50,000 is included in this Scope of Work to allow for currently unidentified efforts associated with this Phase of the PR³ Project to be added on an as-needed basis. This allowance

will not be utilized by HDR without written direction from the Authority following an agreed scope and fee for the work to be included under the allowance.

AUTHORITY RESPONSIBILITIES

This Phase requires close coordination with Authority staff, with regular and frequent meetings and discussions to successfully complete deliverables associated with this Phase. The Authority staff will participate in workshops and meetings and will review work products and promptly provide comments, as needed.

Significant information that will inform and guide PR³ Project decisions exists in the Authority's files. Much of this has already been provided to the HDR team. The Authority will work with HDR to identify available materials, information and provide copies in either PDF or hard copy format for use by HDR.

PROJECT DELIVERABLES

The following deliverables will be provided as part of this Work Order:

- Task 1 –
 - Progress report, schedule update and invoice – monthly (up to 17)
 - Project Management Plan (for information only)
 - Kick-off Meeting agenda, materials, summary notes and decision log
 - Monthly Progress Meeting agenda, materials, summary notes and decision log updates – monthly (up to 16)
 - Authority Customer Staff Meeting presentation materials – as needed, up to 3
 - Board Meeting presentation materials – as needed, up to 3
 - Quality Control and Quality Assurance Control Manual (for information only)

- Task 2 –
 - ESRI File geodatabase with a polygon feature class that spatially represents the size and shape of the potential sinkhole locations
 - Map of proposed borings and geophysical investigations for the identified features of concern
 - Field procedures manuals
 - Groundwater Monitoring Technical Memorandum (provided quarterly)
 - Draft and Final Site Characterization Report
 - Signed Survey Reports for topographic data – PDF,DTM, and dwg formats, as applicable
 - Signed Survey Report for bathymetric data – PDF, DTM, and dwg formats, as applicable

- Task 3 –
 - USACE Section 404 Authorization Individual Permit application package
 - Approved jurisdictional determination (AJDs) Rapanos forms, maps and narrative
 - USFWS Biological Assessment (BA)
 - NMFS Essential Fish Habitat (EFH) Report
 - Crested caracara survey results report (2023)

- FGS survey results report
 - FSJ survey results report
 - FBB survey results report
 - Wood stork biomass foraging impact assessment (spreadsheet) and report
 - Wood stork SFH mitigation assessment based on the proposed mitigation design
 - Individual Statewide Environmental Resource Permit (ERP) application package
 - FWC state-listed wildlife surveys – results reports and maps
 - Cultural resource assessment survey (CRAS) for the project impact and mitigation areas
 - Permit modifications: ERP No. 14-0257291-001 and SAJ-2005-1274-IP-MGH
 - Permittee-responsible mitigation Wetland Delineation Report for AJD
 - Permittee-responsible Mitigation Plan and initial drawings
- Task 4 –
 - Drawings
 - Demand Projection Update TM
 - River Intake, Pump Station, and Pipeline Evaluation TM
 - Reservoir Pumping and System Interconnectivity Evaluation TM
 - BODR
 - Opinion of Probable Construction Costs
 - Comment Tracking Table – Excel format
- Task 5 –
 - Drawings
 - Specifications
 - Design Report and Calculations
 - Opinion of Probable Construction Costs
 - VE and IEPR Summary
 - Responses to Third Party Review Comments
- Task 6 –
 - Design Drawings
 - Technical Specifications
 - Design Report and Calculations
 - Opinion of Probable Construction Costs
 - Draft Embankment Performance Monitoring Plan
 - ERP Application and supporting documents
 - CWA 404 Permit Application and supporting documents

SCHEDULE

The Scope of Services will be delivered over the course of 17 months after being given the notice to proceed. The estimated time required for the completion of each task is shown in Exhibit A. A detailed project schedule with the planned dates for distribution of deliverables will be developed for the kickoff meeting.

FEE

The Authority agrees to compensate HDR for this scope of services on a Lump Sum and/or Time and Materials basis as shown on the Fee Schedule in Exhibit B and the Fee Summary Table below. The compensation for Tasks 1, 3, 4, 5 and 6 will be a lump sum basis and the compensation Task 2 will be on a Time and Materials, not-to-exceed basis.

Fee Summary Table – Compensation by Task

Description	Fee
Task 1 – Project Management, Communication and Coordination	\$ 549,160.40
Task 2 – Site Characterization	\$ 2,201,105.32
Task 3 – Environmental and Permitting	\$ 912,287.00
Task 4 – Conceptual Design - 15% Design Milestone	\$ 922,139.76
Task 5 – Preliminary Design - 30% Design Milestone	\$ 1,447,665.60
Task 6 – Permit Application and Supporting Design	\$ 1,167,608.24
Task 7 – Owners Allowance	\$ 50,000.00
TOTAL:	\$ 7,249,966

EXHIBIT A

SCHEDULE FOR PRELIMINARY DESIGN, PERMITTING AND THIRD PARTY REVIEW

EXHIBIT B

FEE SCHEDULE and FEE SUMMARY FOR PRELIMINARY DESIGN, PERMITTING AND THIRD PARTY REVIEW

Peace River Manasota Regional Water Supply Authority
Peace River Regional Reservoir (PR3) Project
Work Order No. 2 - Preliminary Design, Permitting and Thrid Party Review

	Total Fee Summary	
	By Subtask	Task Subtotal
Task 1: Project Management, Communication and Coordination		\$ 549,160.40
1.1 Project Management and Progress Reporting	\$ 181,045	
1.2 Meetings and Coordination	\$ 222,695	
1.3 Quality Assurance	\$ 145,420	
Task 2: Site Characterization		\$ 2,201,105.32
2.1 Geotechnical		
2.1.1 Sinkhole Evaluation	\$ 38,886	
2.1.2 Geotechnical Exploration and Field Program	\$ 1,442,286	
2.1.4 Geophysical Investigation	\$ 217,673	
2.1.5 Database Development (Leapfrog Works and gINT)	\$ 43,980	
2.1.6 Site Charaterization Report	\$ 95,230	
2.2 Surveying		
2.2.1 Topographic Surveys	\$ 239,465	
2.2.2 River Pump Station Intake Bathymetry	\$ 123,585	
Task 3: Environmental and Permitting		\$ 912,287.00
3.1 Federal Permtting	\$ 188,230	
3.2 State Permitting	\$ 52,110	
3.3 Wetland Field Data	\$ 245,418	
3.4 Species Surveys	\$ 187,320	
3.5 Cultural Resources	\$ 23,530	
3.6 Wetland Mitigation	\$ 175,323	
3.7 Floodplain Impacts and Compensation	\$ 36,236	
3.8 Dam Safety Aspects of ERP	\$ 4,120	
Task 4: Conceptual Design - 15% Design Milestone		\$ 922,139.76
4.1 Design Initiation	\$ 110,740	
4.2 Reservoir and Ancillary Structures	\$ 347,515	
4.3 Pipelines & Pump Stations	\$ 261,280	
4.4 Design Reports and Other Supporting Documents	\$ 202,605	
Task 5: Preliminary Design - 30% Design Milestone		\$ 1,447,665.60
5.1 Reservoir and Ancillary Structures	\$ 833,650	
5.2 Pipelines & Pump Stations	\$ 304,546	
5.3 Design Reports and Other Supporting Documents	\$ 265,900	
5.4 Independent Reviews	\$ 43,570	
Task 6: Permit Application and Supporting Design		\$ 1,167,608.24
6.1 Reservoir and Ancillary Structures	\$ 591,490	
6.2 Pipelines & Pump Stations	\$ 264,768	
6.3 Design Reports and Other Supporting Documents	\$ 311,350	
Task 7: Owner's Allowance		\$ 50,000.00
7.1 Allowance (only used with written direction from Authority)	\$ 50,000	
Work Order Total:		\$7,249,966.32

Peace River Manasota Regional Water Supply Authority
Peace River Regional Reservoir (PR3) Project
Work Order No. 2 - Preliminary Design, Permitting and Thrid Party Review

		Summary of all Firms												
Task and Subtask	Task Description	HDR	Hazen and Sawyer	EarthBalance	H2R	Progressive Water Resources	Ecogenesis	Applied Ecology	Geophysical	SandersLab	PaleoWest	Hyatt	Schnabel	Grand Total
Task 1: Project Management, Communication and Coordination		\$405,560	\$136,040	\$2,500	\$0	\$5,060	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$549,160
1.1	Project Management and Progress Reporting	\$142,885	\$38,160											\$181,045
1.2	Meetings and Coordination	\$117,255	\$97,880	\$2,500		\$5,060								\$222,695
1.3	Quality Assurance	\$145,420	\$0											\$145,420
Task 2: Site Characterization		\$366,830	\$6,890	\$0	\$1,318,416	\$0	\$0	\$30,006	\$115,183	\$13,780	\$0	\$350,000	\$0	\$2,201,105
2.1 Geotechnical														
2.1.1	Sinkhole Evaluation	\$8,880						\$30,006						\$38,886
2.1.2	Geotechnical Exploration and Field Program	\$103,200	\$6,890		\$1,318,416					\$13,780				\$1,442,286
2.1.4	Geophysical Investigation	\$102,490							\$115,183					\$217,673
2.1.5	Database Development (Leapfrog Works and gINT)	\$43,980												\$43,980
2.1.6	Site Charaterization Report	\$95,230												\$95,230
2.2 Surveying														
2.2.1	Topographic Surveys	\$10,920										\$228,545		\$239,465
2.2.2	River Pump Station Intake Bathymetry	\$2,130										\$121,455		\$123,585
Task 3: Environmental and Permitting		\$688,050	\$39,640	\$67,820	\$0	\$34,316	\$63,181	\$0	\$0	\$0	\$19,280	\$0	\$0	\$912,287
3.1	Federal Permtting	\$148,590	\$39,640											\$188,230
3.2	State Permitting	\$52,110												\$52,110
3.3	Wetland Field Data	\$169,260		\$55,140			\$21,018							\$245,418
3.4	Species Surveys	\$178,440		\$8,880										\$187,320
3.5	Cultural Resources	\$4,250								\$19,280				\$23,530
3.6	Wetland Mitigation	\$129,360		\$3,800			\$42,163							\$175,323
3.7	Floodplain Impacts and Compensation	\$1,920				\$34,316								\$36,236
3.8	Dam Safety Aspects of ERP	\$4,120												\$4,120
Task 4: Conceptual Design - 15% Design Milestone		\$637,505	\$259,220	\$0	\$25,415	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$922,140
4.1	Design Initiation	\$48,080	\$62,660											\$110,740
4.2	Reservoir and Ancillary Structures	\$347,515												\$347,515
4.3	Pipelines & Pump Stations	\$66,320	\$169,545		\$25,415									\$261,280
4.4	Design Reports and Other Supporting Documents	\$175,590	\$27,015											\$202,605
Task 5: Preliminary Design - 30% Design Milestone		\$1,287,950	\$114,556	\$0	\$38,160	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$7,000	\$1,447,666
5.1	Reservoir and Ancillary Structures	\$833,650												\$833,650
5.2	Pipelines & Pump Stations	\$151,830	\$114,556		\$38,160									\$304,546
5.3	Design Reports and Other Supporting Documents	\$265,900												\$265,900
5.4	Independent Reviews	\$36,570											\$7,000	\$43,570
Task 6: Permit Application and Supporting Design		\$1,030,760	\$124,103	\$0	\$12,745	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,167,608
6.1	Reservoir and Ancillary Structures	\$591,490												\$591,490
6.2	Pipelines & Pump Stations	\$127,920	\$124,103		\$12,745									\$264,768
6.3	Design Reports and Other Supporting Documents	\$311,350												\$311,350
Task 7: Owner's Allowance		\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000
7.1	Allowance (only used with written direction from Authority)	\$50,000												\$50,000
		\$4,466,655.00	\$680,449.00	\$70,320.00	\$1,394,736.00	\$39,376.00	\$63,181.00	\$30,006.32	\$115,183.00	\$13,780.00	\$19,280.00	\$350,000.00	\$7,000.00	\$7,249,966.32

TAB C
**Draft Cooperative Funding Agreement for the PR3 Project – Preliminary Design,
Permitting and Third-Party Review**

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

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

Project Information

Cooperator Name:	Peace River Manasota Regional Water Supply Authority
Cooperator Address:	9415 Town Center Parkway
	Lakewood Ranch, Florida 34202
Project Number:	Q272
Project Name:	PRMRWSA Reservoir No. 3
Entity Type:	Public
Project Description:	This Project consists of preliminary engineering (30% design) and third party review of the Peace River Reservoir No. 3 Project. If constructed, the project will provide a third off-stream raw water reservoir with 6 BG capacity or larger at the Peace River Water Treatment Facility in DeSoto County, expand the Authority's river intake pumping capacity, and develop facility pipelines to connect with a new intake, the reservoir system, and the treatment facilities. The FY2022 funding request is to complete 30% design and third-party review which will provide the necessary information to support funding in future years to complete design, permitting and construction.
Electronic Signature:	Yes

Funding/Agreement Information

Effective Date: <u>10/1/2021</u>	Expiration Date: <u>7/31/2024</u>	
Type/Risk Level (1-3): <u>Type 2</u>	O&M Expiration Date:	
Anticipated Total Project Cost: <u>\$7,250,000</u>	Multi-Year Funded Project: <u>No</u>	
District's Maximum Share: <u>\$3,625,000</u>	Funding Approved: <u>50%</u>	FY: <u>2022</u> <u>\$3,625,000</u>
State Funding: <u>No</u>	CSFA #:	Title:
Federal Funding: <u>No</u>	CFDA #:	Title:
Cooperator's Total Share: <u>\$3,625,000</u>	Land Acquisition Cost: <u>No</u>	
Third Party Review: <u>No</u>	Conservation Easement: <u>No</u>	

Party Contacts

District Contract Manager	
Name:	John Ferguson, Senior Professional Geologist
Address:	2379 Broad Street
	Brooksville, Florida 34604
Phone:	1-800-423-1476 x4871
Email:	john.ferguson@swfwmd.state.fl.us
Cooperator Project Manager	
Name:	Terri Holcomb
Address:	9415 Town Center Parkway
	Lakewood Ranch, Florida 34202
Phone:	941-316-1776
Email:	tholcomb@regionalwater.org

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

Construction (TPR) Public (These Fields need to be Deleted)

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

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

Southwest Florida Water Management District

By: _____
 Name: _____ Date: _____
 Title: _____

Peace River Manasota Regional Water Supply Authority

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

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

1. Project Contacts and Notices.

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

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

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

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

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

6. Funding Contingency.

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

7. Invoice and Payment.

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

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

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

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

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

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

8. Dispute Resolution.

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

9. Force Majeure.

In the event of hurricanes, tornados, floods, acts of God, acts of war, or other such catastrophes, or other man-made emergencies such as labor strikes or riots which are beyond the control of the party obligated to perform the work, the party's obligation to meet the timeframes provided in this Agreement shall be suspended for the period of time the condition continues to exist. When the party is able to resume performance of its obligations under this Agreement, in whole or in part, it shall immediately give the other party written notice to that effect and shall resume performance no later than 2 days after the notice is delivered. The suspension of the party's obligations provided for in this Paragraph shall be the party's sole remedy for the delays set forth herein.

10. Project Records and Audit.

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

11. Reports.

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

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

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

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

12. Risk, Liability, and Indemnity.

12.1. To the extent permitted by Florida law, the Cooperator assumes all risks relating to the Project and shall be solely liable for, and to indemnify and hold the District harmless from all claims, loss, damage and other expenses, including attorneys' fees and costs and attorneys' fees and costs on appeal, arising from the design, construction, operation, maintenance or implementation of the Project; provided, however, that the Cooperator shall not indemnify for

that portion of any loss or damages proximately caused by the negligent act or omission of the District's officers, employees, contractors and agents. The acceptance of the District's funding by the Cooperator does not in any way constitute an agency relationship between the District and the Cooperator.

- 12.2. The Cooperator shall indemnify and hold the District harmless, to the extent allowed under Section 768.28, F.S., from all claims, loss, damage and other expenses, including attorneys' fees and costs and attorneys' fees and costs on appeal, arising from the negligent acts or omissions of the Cooperator's officers, employees, contractors and agents related to its performance under this Agreement.
- 12.3. This Paragraph, including all subparagraphs, shall not be construed as a waiver of the Cooperator's sovereign immunity or an extension of the Cooperator's liability beyond the limits established in Section 768.28, F.S. Additionally, this Paragraph, including all subparagraphs, will not be construed to impose contractual liability on the Cooperator for underlying tort claims as described above beyond the limits specified in Section 768.28, F.S., nor be construed as consent by the Cooperator to be sued by third parties in any manner arising out of this Agreement.
- 12.4. Nothing in this Agreement shall be interpreted as a waiver of the District's sovereign immunity or an extension of its liability beyond the limits established in Section 768.28, F.S., nor be construed as consent by the District to be sued by third parties in any manner arising out of this Agreement.
- 12.5. This Paragraph, including all subparagraphs, shall survive the expiration or termination of this Agreement.

13. Default.

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

14. Release of Information.

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

15. District Recognition.

The Cooperator shall recognize District funding in any reports, models, studies, maps or other documents resulting from this Agreement, and the form of said recognition shall be subject to District approval.

16. Permits and Real Property Rights.

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

17. Law Compliance.

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

18. Diversity in Contracting and Subcontracting.

The District is committed to supplier diversity in the performance of all contracts associated with District cooperative funding projects. The Cooperator shall encourage Project participation of minority owned and woman owned and small business enterprises, as prime contractors and subcontractors, in accordance with applicable laws.

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

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

19. Assignment.

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

20. Miscellaneous.

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

21. Lobbying Prohibition.

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

22. Counterparts and Authority to Sign.

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

23. Entire Agreement.

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

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

1. Project Funding.

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

2. Repayment.

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

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

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

5. Compensatory Treatment Mitigation.

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

6. Additional Clauses. *Checked paragraphs apply.*

Signage.

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

Conservation Easement.

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

Florida Single Audit Act.

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

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

Patricia Williams, Sr. Revenue Compliance Coordinator
Southwest Florida Water Management District
2379 Broad Street, Brooksville, FL 34604
Phone: (352) 796-7211, Ext. 4114
patricia.williams@swfwmd.state.fl.us

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

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EXHIBIT "A"
PROJECT PLAN

PROJECT DESCRIPTION

The Project consists of the 30% design of Peace River Reservoir No. 3 (PR3). The 30% design will include geotechnical testing; mitigation permitting assessments; preliminary engineering of the reservoir embankment and associated structures, river intake, and yard piping; and a review of customer demand projections and needs. As this proposed project has a conceptual project cost estimate greater than five million dollars, a third-party review of the 30% design will be performed which will provide the necessary information to support funding in future years to complete design, permitting and construction. If constructed, the project will provide a third off-stream raw water reservoir with 6 billion to 9 billion-gallon capacity at the Peace River Water Treatment Facility in DeSoto County, expand the Authority's river intake pumping capacity to its permitted max day capacity of 258 MGD, and develop facility pipelines to connect with a new intake, the reservoir system, and the treatment facilities.

The PR3 Project, along with an associated project to increase treatment capacity at the Peace River Facility, will provide over 90% of the Region's estimated additional water supply demands for the next 20 years. This project is an Alternative Water Supply and directly supports the District's 2020 Strategic Plan initiative on alternative water supplies and the SWUCA Recovery Strategy objective to assist the Peace River Manasota Regional Water Supply Authority in development of 21 MGD of alternative water supply sources. The Cooperator will need Governing Board approval to proceed beyond the Third-Party Review Task. If constructed, the proposed benefit is the potential to meet reliability of supply for the Authority customers' 20-year needs. The general location of the Project is shown on the attached map (Figure 1).

MEASURABLE BENEFIT

The project will provide the completion of a 30% design and development of the mitigation of the proposed reservoir and components to expand off-stream storage and surface water supply capacity at the Peace River Facility.

PROJECT TASKS

The Cooperator shall provide the District with the 30% design package as required below. The District will be responsible for contracting with a consultant to perform a third-party review of the 30% design package.

1. **PRELIMINARY ENGINEERING, 30% DESIGN, AND BASIS OF DESIGN REPORT PACKAGE** – The Cooperator shall complete design drawings to the 30% design level, and provide a Basis of Design Report, and shall include sufficient information for the third party review, and shall at a minimum include the following, along with any additional information necessary for the third-party review:
 - Project scope and objective
 - Project benefit calculations and methodology
 - Estimate of project cost

- Performance schedule with consideration of additional design phases, specified procurement method, acquisition of identified permits, environmental mitigation, easement acquisition, bid advertisement and approval, value engineering, and construction NTP, substantial and final completion, and facility operation
- Project site assessment (analysis of engineering and environmental issues and constraints). Required property acquisitions as identified and illustrated on a separate site plan
- Site surveys (Topographical and Bathymetric)
- Geotechnical and Geological investigation reports
- Groundwater Conditions
- Existing utilities assessment and coordination
- Preliminary hydraulic profile and hydraulic design criteria
- Preliminary hydrologic and hydraulic analysis for design basis and support
- Earthwork analysis (balanced project or need for fill or haul of excess material); based upon physical surveys
- Permitting requirements (agencies listed and type of permit(s) required); key permitting issues
- Preliminary site layout showing property boundary, general arrangement of facilities on the site
- Identify major construction methodology and cross-sectional features
- Rights-of way; acquisitions schedule; land acquisition plan
- Project benefit/cost analysis
- Existing Member/Customer demand assessments and coordination (in technical memorandum)
- Environmental and Permitting Plan (Development of a plan and design for the wetland mitigation, floodplain compensation and Biological Assessment)
- Basis of Design Report providing conceptual design for the major project features including reservoir embankment; pump stations; system hydraulics, water control structures, and stormwater/site civil designs.

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

2. **THIRD-PARTY REVIEW** – A third-party review of the 30% design package including the Basis of Design Report shall be implemented by the District. The District will select and contract with an independent consultant that is not a member of the Cooperator’s design team. The Cooperator will ensure that its consultant fully cooperates in making all pertinent and appropriate Project documents available to the District’s third-party review consultant in a timely manner.

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COOPERATOR DELIVERABLES

- Basis of Design Report
- Existing Member/Customer Demand Assessment Technical Memorandum
- 30% design package
- Applicable Permit Applications

DISTRICT DELIVERABLES

- Third-party review report

PROJECT SCHEDULE

DESCRIPTION	COMMENCE	COMPLETE
Preliminary Engineering, 30% Design, and Basis of Design Report Package	2/14/22	6/25/23
Third-Party Review	4/3/23	5/29/23

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

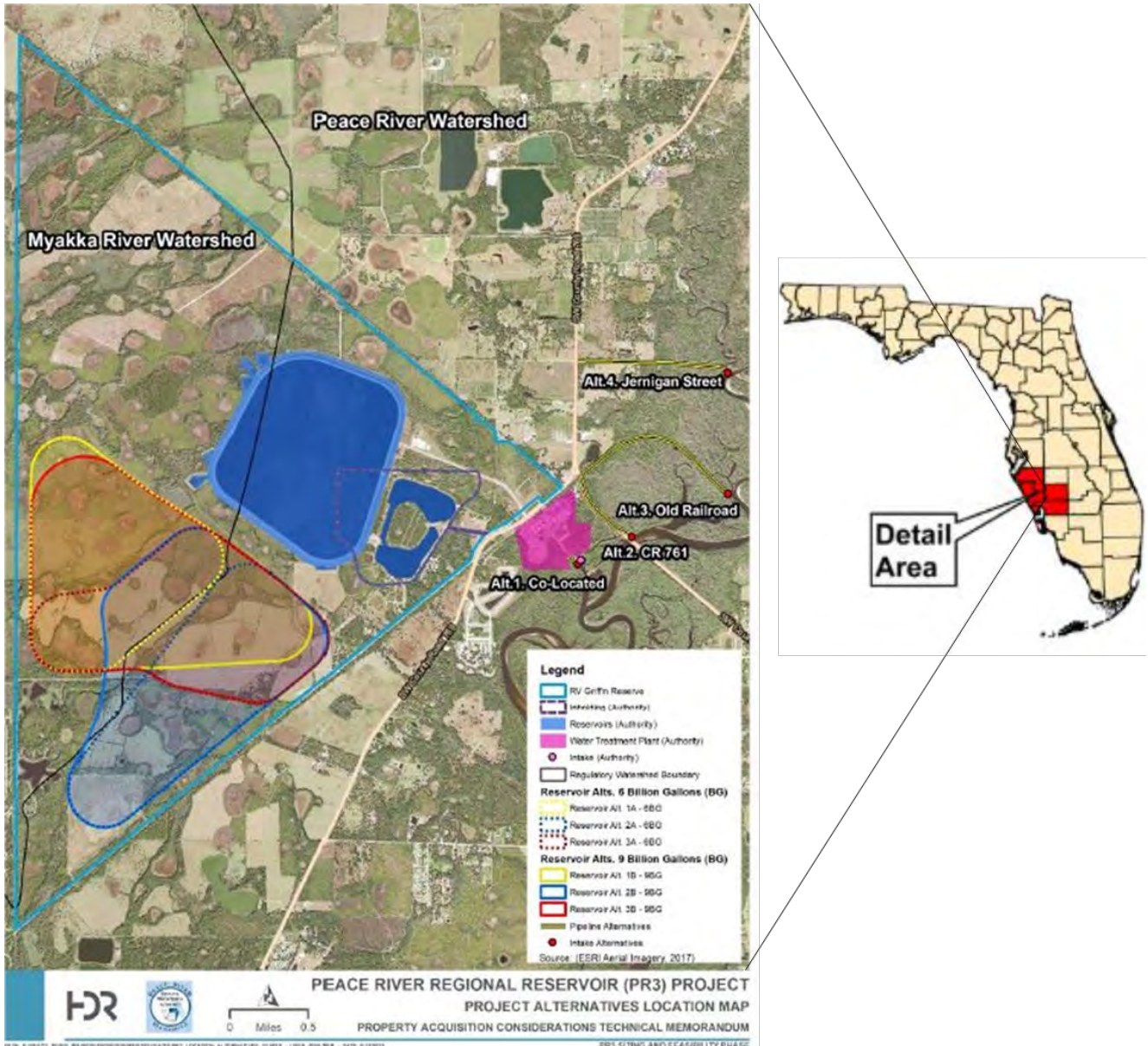
PROJECT BUDGET

DESCRIPTION	DISTRICT	COOPERATOR	TOTAL
Preliminary Engineering, 30% Design, and Basis of Design Report Package	\$3,575,000	\$3,575,000	\$7,150,000
Third-Party Review	\$50,000	\$50,000	\$100,000
TOTAL	\$3,625,000	\$3,625,000	\$7,250,000

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FIGURE 1

Project Location Map



PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
February 2, 2022

REGULAR AGENDA
ITEM 5

Regional Integrated Loop System Phase 3C Interconnect

Presenter - Richard Anderson, Operations Director
Tom Wilson, Project Manager for Wade Trim
Doug Manson, General Counsel

Recommended Action - **Motion** to approve Interlocal Agreement for Regional Integrated Loop System Phase 3C Interconnect between the Peace River Manasota Regional Water Supply Authority and Sarasota County.

The Regional Phase 3C Interconnect project Routing and Feasibility Study is nearing completion. The project envisions a regional transmission main connection extending north from the existing terminus of the regional system at Clark Road near the National Cemetery, to the vicinity of Fruitville and Lorraine Roads, then west to the Sarasota County University Pump Station near the intersection of University Blvd and Lockwood Ridge Rd., a total distance of about 20 miles. The pipeline is expected to be completed in two phases, with the first phase supporting Sarasota County's water needs from Clark Road north, and the second phase connecting the regional system with the Manatee County water system at the University Pump Station.

a. Feasibility and Routing Study Results

The engineering consultant (Wade Trim) project team will discuss findings to-date for the pipeline route analysis, pipe size, pumping and storage facility considerations, project phasing and provide an update of probable costs for the project.

b. Interlocal Agreement for Regional Integrated Loop System Phase 3C Interconnect [Segment from SR 72 to Fruitville Road] between the Peace River Manasota Regional Water Supply Authority and Sarasota County.

Sarasota County has requested that the first phase of the Regional Phase 3C Interconnect Project which includes include installation of about 10 miles of 42-inch diameter pipeline between State Road 72 and Fruitville Road, and a pumping and storage facility be completed by spring 2025. Advancing the project will require an Interlocal Agreement (IA) between the Authority and Sarasota County. The IA covers financial, ownership, capacity, property use, coordination and other pertinent requirements of the first phase of the project. The IA also demonstrates to SWFWMD that there is a local match for requested District cooperative funding on this project, and as such is a requirement for receipt of co-funding dollars. With Authority Board approval, the IA for the Phase 3C Interconnect [Segment from SR 72 to Fruitville Road] will be transmitted to Sarasota County for review and approval. Any significant changes to the IA by the County will be returned to the Authority Board for consideration.

Budget Action: No action needed.

Attachments:

Tab A Presentation Materials

Tab B Interlocal Agreement

TAB A
Presentation Materials



Phase 3C Pipeline Project

Feasibility and Routing Study
for the Regional Integrated Loop

February 2, 2022



1



- 01 Project Overview**
- 02 Feasibility and Routing Study Update**
- 03 Next Steps and Schedule**
- 04 Interlocal Agreement**

2



- 01 Project Overview
- 02 Feasibility and Routing Study Update
- 03 Next Steps and Schedule
- 04 Interlocal Agreement

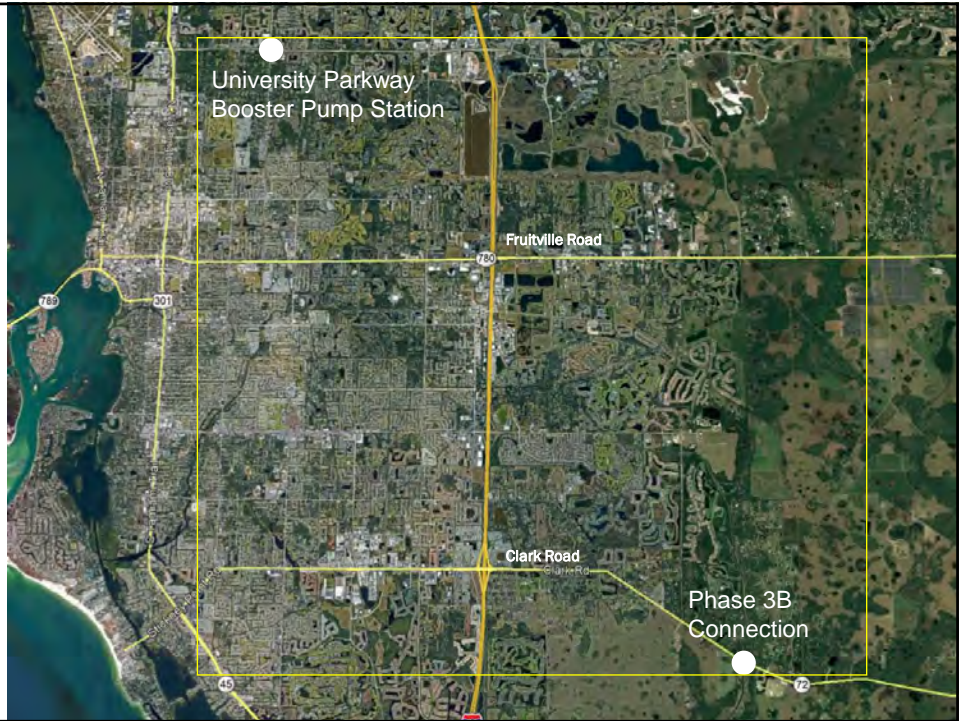
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4

01 Project Overview

Phase 3C
Project Area



5

5



- 01 Project Overview
- 02 Feasibility and Routing Study Update**
- 03 Next Steps and Schedule
- 04 Interlocal Agreement

6

02 Feasibility and Routing Study Results

Phase 1 –

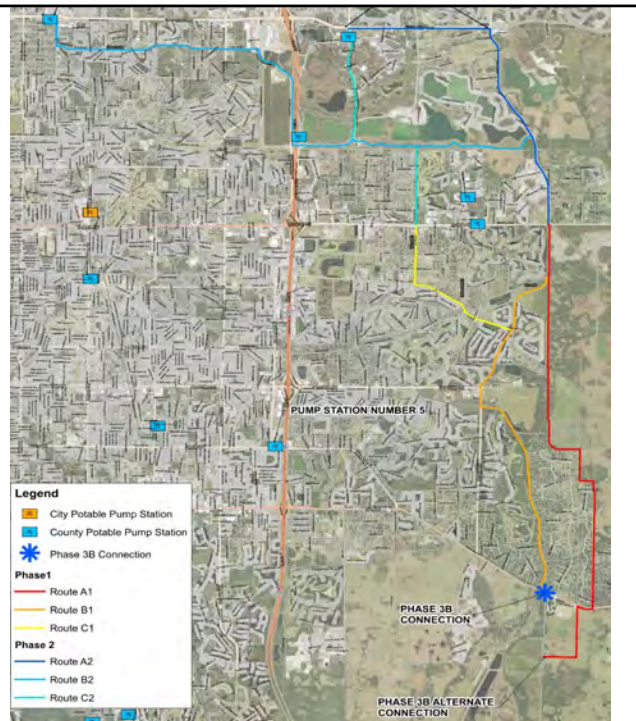
Clark Rd to Fruitville Rd

Routes A1, B1, C1

Phase 2 –

Fruitville Rd to Lockwood Ridge Rd

Routes A2, B2, C2

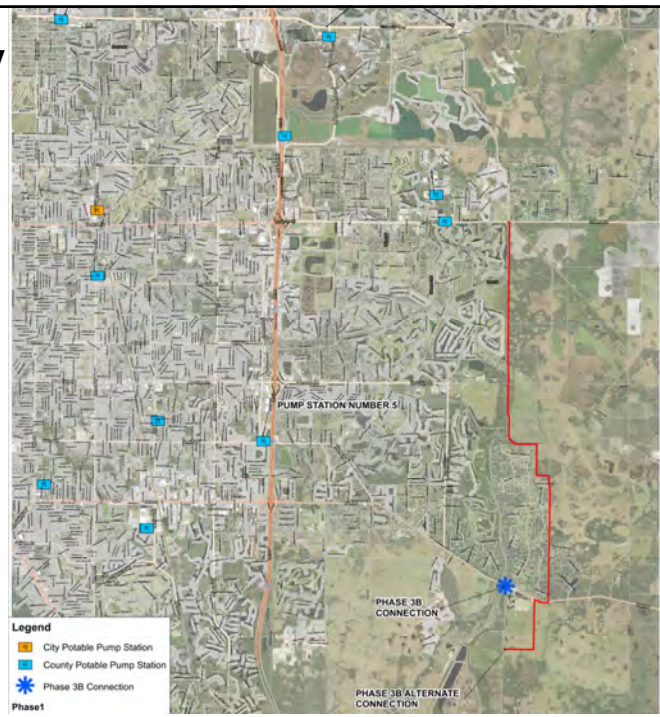


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02 Feasibility and Routing Study Results

Phase 1

- Route A1



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02 Feasibility and Routing Study Results

Phase 1

- Route B1



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02 Feasibility and Routing Study Results

Phase 1

- Route C1

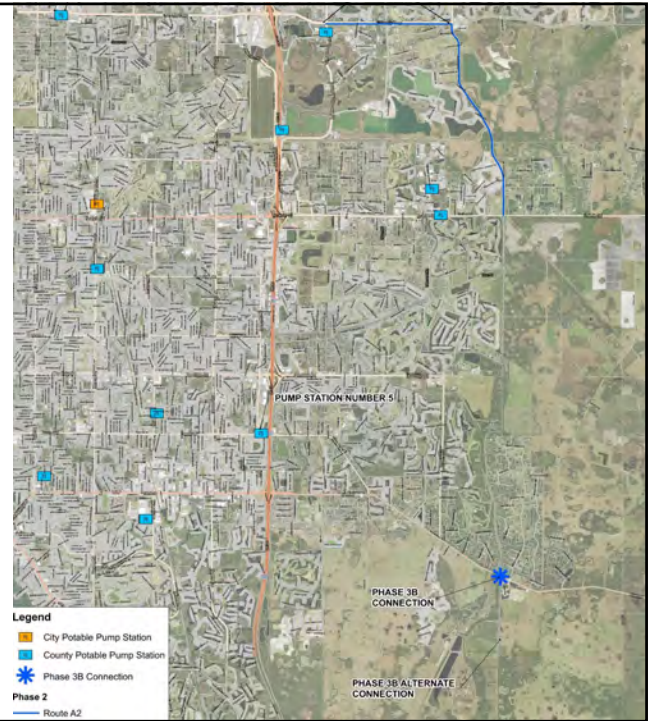


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02 Feasibility and Routing Study Results

Phase 2

- Route A2



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02 Feasibility and Routing Study Results

Phase 2

- Route B2

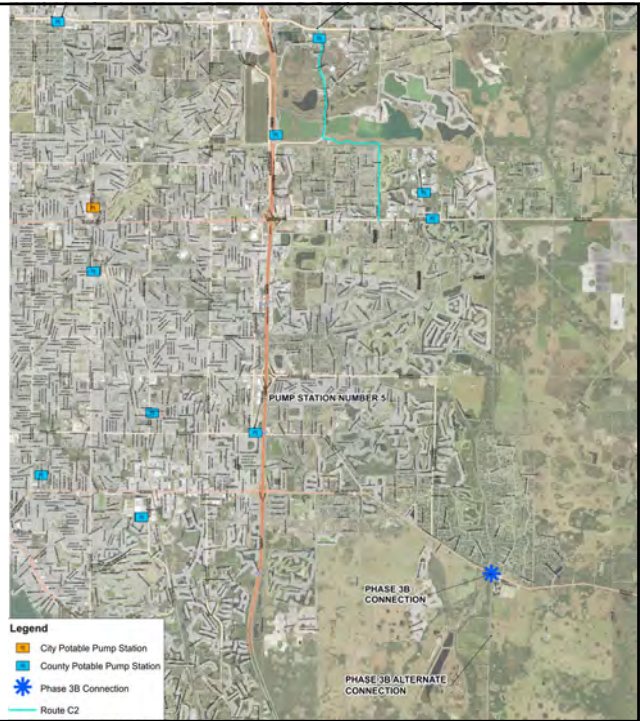


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02 Feasibility and Routing Study Results

Phase 2

- Route C2

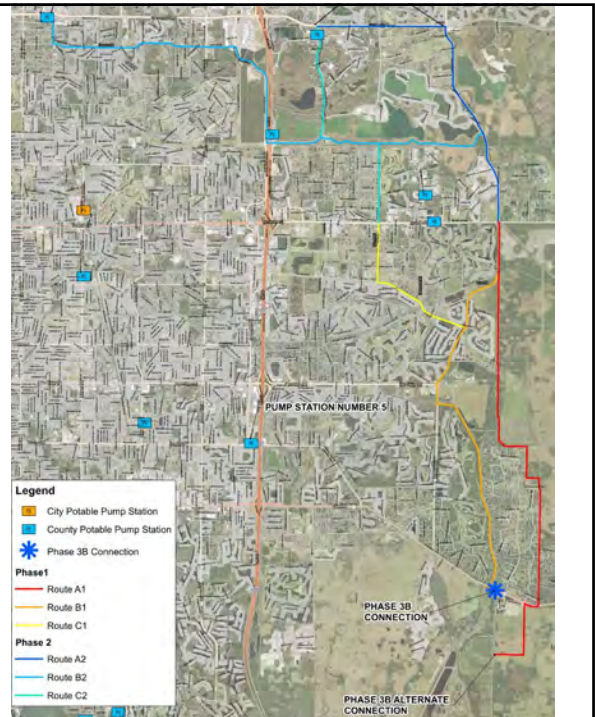


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02 Feasibility and Routing Study Results

Route	Cost
Phase 1	
A1	\$54,193,000*
B1	\$45,397,320*
C1	\$48,211,040*
Phase 2	
A2	\$23,168,600
B2	\$59,173,800
C2	\$17,312,280

*Includes pump station cost



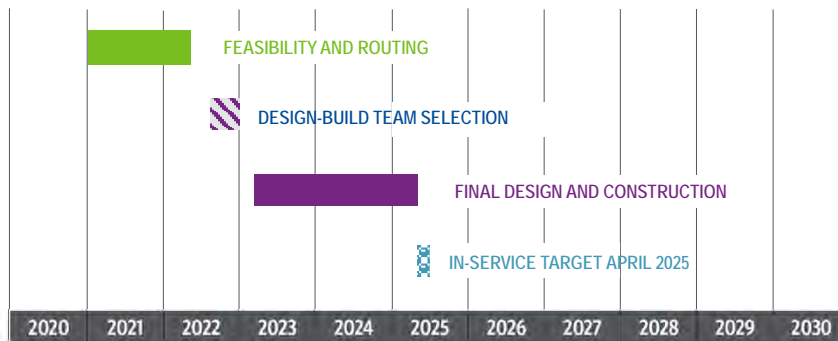
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- 01 Project Overview
- 02 Feasibility and Routing Study Update
- 03 Next Steps and Schedule**
- 04 Interlocal Agreement

15

03 Next Steps and Schedule



- Feasibility and Routing Study Final Report and Board Approval
- Progressive Design-Build Team Selection Process
- Final Design and Construction w completion Spring 2025
- Execute Interlocal Agreement with Sarasota County

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- 01 Project Overview
- 02 Feasibility and Routing Study Update
- 03 Next Steps and Schedule
- 04 Interlocal Agreement**

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Board Input and Questions

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04 Interlocal Agreement

Motion: to approve Interlocal Agreement for Regional Integrated Loop System Phase 3C Interconnect between the Peace River Manasota Regional Water Supply Authority and Sarasota County.

TAB B
Interlocal Agreement

INTERLOCAL AGREEMENT FOR
REGIONAL INTEGRATED LOOP SYSTEM PHASE 3C INTERCONNECT [SEGMENT
BETWEEN SR72 AND FRUITVILLE AND LORRAINE ROAD INTERSECTION]
BETWEEN
THE PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY AND
SARASOTA COUNTY

THIS Interlocal Agreement for Regional Integrated Loop System Phase 3C Interconnect (“Agreement”) is entered into by and between the Peace River Manasota Regional Water Supply Authority (“Authority”), an independent special district created and existing pursuant to Section 373.1962, Florida Statutes, now found in Section 373.713, Florida Statutes, and Section 163.01, Florida Statutes, acting by and through its governing Board of Directors; and Sarasota County (“Sarasota”), a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, which has the authority to provide water utility service within Sarasota County.

RECITALS:

WHEREAS, both the Authority and Sarasota are authorized to enter into interlocal agreements pursuant to Chapter 163, Florida Statutes; and

WHEREAS, the Authority; Sarasota County, a political subdivision of the State of Florida; Manatee County, a political subdivision of the State of Florida; Charlotte County, a political subdivision of the State of Florida; DeSoto County, a political subdivision of the State of Florida; and the City of North Port, a municipal corporation of the State of Florida (collectively “Customers”) entered into the Peace River Manasota Regional Water Supply Authority Master Water Supply Contract, effective October 5, 2005, as amended (“MWSC”); and

WHEREAS, Section 22 of the MWSC provides that the Authority must have written consent of the governing body of a Customer in whose jurisdiction the Authority intends to acquire,

develop, construct or operate new Authority Water Supply Facilities (the “Host County”) and the Host County shall notify the Authority of its decision to grant or deny consent to the Authority to acquire, develop, construct or operate the new Authority Water Supply Facilities; and

WHEREAS, the Authority has notified Sarasota of its intent to design and construct the Project, which will be owned and operated by the Authority; and

WHEREAS, upon the effective date of this Agreement, Sarasota, as the Host County, has given its consent to the construction of the Project and both parties desire to set forth their respective duties and obligations with respect to the construction and use of the Project; and

WHEREAS, Sarasota and the Authority agree to connect Sarasota’s utility system to the Project at Delivery Point(s) that will be designated as additional Delivery Point(s) under section 10.3 of the MWSC; and

WHEREAS, this Agreement is predicated upon a proposed cooperative funding agreement between the Southwest Florida Water Management District (“SWFWMD”) and the Authority for the Regional Integrated Loop System Phase 3B Interconnect, which would provide that SWFWMD fund at least fifty percent (50%) of the eligible Project costs according to SWFWMD policies; and

WHEREAS, this Agreement does not entitle Sarasota to a greater Water Allocation than that which is authorized pursuant to the provisions of the MWSC and any amendments thereto; and

WHEREAS, the parties recognize and agree that modifications and clarifications will be needed to the Project and that such changes shall be made by mutual agreement by the Executive Director of the Authority and the Sarasota County Administrator.

NOW, THEREFORE, in consideration of the above stated Recitals, mutual covenants and

obligations contained herein, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **INCORPORATION OF RECITALS.** The foregoing recitals are true and correct and are incorporated herein by reference.

2. **DEFINITIONS.** All capitalized terms used but not defined in this Agreement have the meanings ascribed to them in the MWSC unless otherwise indicated in this Agreement.

2.1 Agreement. This Interlocal Agreement for Regional Integrated Loop System Phase 3C Interconnect.

2.2 Project. The expansion of the Authority's Regional Transmission System within Sarasota County, which includes a new potable water transmission pipeline, pumping, storage and meter facilities, and ancillary components that may be revised in accordance with section 4, which is generally shown and described in the attached Exhibits 1 and 2.

3. **PURPOSE AND TERM.** This Agreement sets forth the rights and obligations of the parties with respect to the construction and use of the Project. The MWSC terms and conditions also apply to all aspects of the potable water delivered pursuant to this Agreement. The term of this Agreement begins on its effective date and will end when Sarasota no longer receives potable water from the Authority pursuant to the MWSC and any extensions and amendments.

4. **CONSENT/NEW DELIVERY POINT.** Sarasota consents to the construction and operation of the Project under section 22 of the MWSC. The Project's Delivery Point(s) shall be added by mutual agreement of the parties as provided in section 10.3 of the MWSC.

5. **DESIGN AND CONSTRUCTION OF THE PROJECT/WATER DELIVERY.** The Project shall be capable of supplying Sarasota potable water at an adequate

flow and water pressure to meet Sarasota's water needs as may be deemed appropriate and as described in Exhibits 1 and 2. The specific details of the Project, e.g., Project location, alignment, Delivery Point(s), delivery pressures, flows, and Project components, will be developed and mutually agreed to by the parties. As may be needed, authority and responsibility is delegated to the Executive Director of the Authority and the Sarasota County Administrator to modify, clarify, or revise the engineering, design, construction and operation specifications of the Project as agreed in writing by both parties and Exhibits 1 and 2 shall be replaced to reflect such mutually agreed in written revisions. Any pipeline or utility appurtenances owned by Sarasota shall be located so as to maintain a reasonable clearance on all sides of the Project to allow for necessary operations and maintenance access. The Authority agrees to make reasonable efforts not to interfere with any Sarasota operations on Sarasota-owned lands and rights-of-way during the construction of the Project. Sarasota agrees to make reasonable efforts not to interfere with any Authority operations on Sarasota-owned lands and rights-of-way during the construction of the Project.

6. COLLABORATIVE CONSTRUCTION. The Authority and Sarasota will ensure that their respective consultants and contractors will work in a cooperative fashion to expedite the Projects in the most cost-effective manner.

7. FUNDING FROM SARASOTA. Sarasota shall contribute an estimated \$34,388,125 based on current forecasts for the Project's costs. A breakdown of Sarasota's estimated contributions are shown in Exhibit 3. Sarasota's final contribution shall be based on the final cost of the Project paid by the Authority but will not exceed \$37,827,000 ("Sarasota Cap"). Sarasota will fund its obligations under this Agreement as provided in section 16.2 of the MWSC.

8. AUTHORITY FUNDING AND HYDRAULIC CAPACITY ENTITLEMENT. Funding by the Authority will include the monies for the Project that the

Authority receives from SWFWMD and any other state or federal source. The Authority shall be responsible for all engineering and construction costs that exceed the Sarasota Cap. All Hydraulic Capacity in the Project that is not granted to Sarasota pursuant to section 9 shall be retained by the Authority. All operation and maintenance costs for the Project shall be incorporated into the Authority's annual rate applicable to the Customers of the Authority pursuant to the MWSC. If the engineer's cost estimate for the Project exceeds the Total Project Cost for the Project shown on Exhibit 3, the Authority shall have the option to declare this Agreement null and void.

9. SARASOTA HYDRAULIC CAPACITY ENTITLEMENT. Sarasota's Hydraulic Capacity Entitlement in the Project shall be determined by calculating its percentage share of the final cost of the Project after its completion, with the Executive Director of the Authority and the Sarasota County Administrator certifying the final percentage share of the cost to the Authority and Sarasota.

10. PAYMENT FOR USE OF AUTHORITY'S HYDRAULIC CAPACITY ENTITLEMENT. If the Authority grants use of its Hydraulic Capacity in the Project that is not granted to Sarasota pursuant to section 9 to a Customer, including Sarasota, the Authority shall charge such Customer a Hydraulic Capacity Entitlement Cost for such use and, provided there is existing debt service related to the Project, adjust the proportionate share of future service rates and charges of Sarasota and all other existing customers accordingly.

11. REAL PROPERTY AND EASEMENTS.

11.1 Real Property Acquisition. Sarasota shall cooperate with the Authority in the Authority's acquisition of all interests in real property (if any) necessary for the Project. Sarasota shall pay all reasonable costs for acquisition of real property interests necessary for the Project. The Authority shall involve Sarasota with the property valuations prior to acquisitions.

11.2 Any property located in Sarasota County acquired by the Authority for the Project shall be transferred in fee simple to the County after the Authority has recorded an easement pursuant to this section, in its name, necessary for the Project.

11.3 Easements. Sarasota and the Authority will execute the necessary documents, including easements or license agreements for lands owned by Sarasota.

11.3.1 Construction Easements. Sarasota shall grant the necessary construction easements to the Authority to allow for the construction of the Project at no cost to the Authority. The Authority shall provide in the contracts with all contractors for the Project, that in addition to the Authority, Sarasota shall have the authority to issue a stop work demand if a construction activity endangers, interferes or damages existing Sarasota facilities along the Project route.

11.3.2 Perpetual, Nonexclusive and Exclusive Easements. Sarasota shall grant perpetual, nonexclusive and exclusive easements to the Authority for all real property owned by Sarasota on or within which the Project is located at no cost to the Authority. Exclusive easements will be issued for lands beneath and immediately adjacent to new storage tanks, pumping stations and electrical buildings for the Project. In addition, Sarasota shall cause to be conveyed to the Authority all easements covering areas needed to access and operate the Project by recordable document in a form satisfactory to both the Authority and Sarasota at no cost to the Authority.

11.3.3 Ownership. The Authority shall retain in its own name any easement interest in real property acquired by or granted to the Authority in connection with the Project.

12. PERMITS. The Authority shall use its best efforts to obtain all permits necessary to construct and operate the Project, and Sarasota shall promptly cooperate with the Authority in obtaining such permits.

13. OPERATIONAL PROTOCOL. The Authority Executive Director and Sarasota

County Administrator shall revise the existing written operational protocol developed for the Phase 3B Regional Interconnect Project (“Operational Protocol”) to include protocol for operating and maintenance of the Project prior to the commencement of construction of the Project. At a minimum, the Operational Protocol will define the rights and obligations of the responsible parties with respect to the operations, maintenance and regulatory activities necessary for the Authority to meet its obligation to provide potable water to Sarasota. Nothing in the Operational Protocol shall conflict or supersede this Agreement. As may be needed, authority and responsibility is delegated to the Executive Director of the Authority and the County Administrator of Sarasota to modify, clarify and revise the Operational Protocol upon mutual agreement of both parties.

14. COMPLETION DATE. The Authority shall make all reasonable efforts to complete the Project no later than March 1, 2025.

15. OWNERSHIP INTERESTS. Nothing within this Agreement or any previous agreements shall be construed to convey to Sarasota any ownership interest in any portion of the assets of the Authority Water Supply Facilities and Authority Regional Transmission System, including this Project. The Authority shall have complete ownership of the Project.

16. EXISTING INFRASTRUCTURE. All existing infrastructure owned by Sarasota shall remain owned by Sarasota unless otherwise mutually agreed upon by the parties.

17. RATES. The rates charged to Sarasota for water delivered through the Regional Transmission System and this Project shall be governed by the MWSC.

18. FUTURE CONNECTIONS. Sarasota shall give the Authority thirty (30) days notice of any intended tie-ins or interconnections to this Project and the Authority shall not unreasonably withhold its approval of any such connections.

19. NOTICES. All notices, demands, requests, and other communications hereunder

shall be deemed sufficient and properly given, if in writing and delivered in person to the following addresses, or via facsimile, or sent by certified or registered mail, postage prepaid with return receipt requested, at such addresses; provided, if such notices, demands, requests or other communications are sent by mail, they shall be deemed as given on the third day following such mailing which is not a Saturday, Sunday, or a day on which United States mail is not delivered: the Authority's Executive Director's Office, 9415 Town Center Parkway, Lakewood Ranch, Florida 34202; Sarasota County Administrator, 1660 Ringling Blvd., Sarasota, Florida 34236. Any party may, by like notice, designate any further or different address to which subsequent notices shall be sent. Any notices hereunder signed on behalf of the notifying party by a duly authorized attorney at law shall be valid and effective to the same extent as if signed on behalf of such party by a duly authorized officer or employee.

20. RECORDATION OF AGREEMENT AND EFFECTIVE DATE. Upon execution of this Agreement by the Authority and Sarasota, the Authority shall have this Agreement recorded in the Public Records of Sarasota and Manatee Counties. This Agreement shall take effect upon the filing of fully executed copies with the Clerks of the Circuit Court of Sarasota and Manatee Counties ("Effective Date").

21. APPLICABLE LAW AND VENUE. The laws of the State of Florida shall govern the validity, interpretation, construction and performance of this Agreement. The sole and exclusive venue for any litigation involving this Agreement shall be in Hillsborough County, Florida, if filed in state court and in the Middle District of Florida if filed in federal court.

22. ENTIRE AGREEMENT. The parties agree there are no commitments, agreements, or understandings concerning the Project that are not contained in this document, and that this Agreement together with the MWSC shall constitute the entire agreement of the parties

with regard to the Project.

23. AMENDMENTS. This Agreement may be amended only by a writing duly executed by the Authority and Sarasota except as provided for in section 5.

24. DISCLAIMER OF THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the parties to this Agreement. No right or cause of action shall accrue upon or by reason hereof inure to or for the benefit of any third party.

25. WAIVER. Unless otherwise specifically provided by the terms of this Agreement, no delay or failure to exercise a right resulting from any breach of this Agreement shall impair such right or shall be construed to be a waiver thereof, but such right may be exercised from time to time and as often as may be deemed expedient. Any waiver shall be in writing and signed by the party granting such waiver. If any representation, warranty or covenant contained in this Agreement is breached by any party and thereafter waived by another party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive, either expressed or impliedly, any other breach under this Agreement.

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

27. SOVEREIGN IMMUNITY. The parties intent to avail themselves of the benefits of Sections 768.28 and 163.01(9)(c), Florida Statutes, and of other statutes and common law

governing sovereign immunity to the fullest extent possible. In accordance with Section 163.01(5)(o), Florida Statutes, therefore, neither party is jointly liable for the torts of the officers or employees of the other, or any other tort attributable to the other, and that each party shall be liable for the torts of its officers or employees and then only to the extent of the waiver of sovereign immunity or limitation of liability specified in Section 768.28, Florida Statutes, and other applicable law. Nothing in this Agreement is intended to inure to the benefit of any third party for the purposes of allowing any claim that would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

28. DISPUTES. Both parties agree to follow the directives of the “Florida Governmental Conflict Resolution Act,” Chapter 164, Florida Statutes.

29. DEFAULT AND REMEDY. Recognizing the region’s paramount need for a safe and dependable source of water supply, the parties agree the remedy for a breach of the Agreement shall be specific performance, injunctive relief and any other equitable relief, as well as monetary damages.

30. ATTORNEYS FEES AND COST. In the event there is litigation arising under or related to Agreement, each party shall pay its own attorney’s fees and costs and expenses incurred in enforcing the Agreement, including attorneys’ fees, expert witness fees, fees and costs on appeal, and the cost of paraprofessionals working under the supervision of an attorney, expended or incurred in connection therewith, whether resolved by out-of-court settlement, arbitration, pre-trial settlement, trial or appellate proceedings.

31. FURTHER ASSURANCES. The parties shall use all reasonable efforts to provide such information, execute such further instruments and documents and take actions as may be reasonably requested by the other party and not inconsistent with the provisions of this

Agreement and not involving the assumption of obligations or liabilities different from, in excess of or in addition to those expressly provided for in this Agreement to carry out the intent of this Agreement.

32. CONSENTS. To the extent that the consent of any party to this Agreement is required as a condition to the action of other parties, such consent shall not be unreasonably withheld.

33. GOOD FAITH. The parties agree to exercise good faith and fair dealing in respect to all matters relating to this Agreement.

34. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon and inure to the benefit of the respective successors, permitted assigns, administrators and trustees of the Authority and Sarasota.

35. RELATIONSHIP OF THE PARTIES. Nothing herein shall be deemed to constitute any party a partner or joint venturer, or to create any fiduciary relationship among the parties. Nothing within the Agreement or any previous agreement shall be construed to convey to Sarasota any ownership interest in any portion of the Authority Water System, including the Project.

36. EXECUTION OF AGREEMENT. This Agreement shall be executed in two duplicate originals, any of which shall be regarded for all purposes as an original and all of which shall constitute the same instrument.

37. SECTION CAPTIONS AND REFERENCES. The section headings and captions contained herein are included for convenience only and shall not be considered part of this Agreement or affect in any manner its construction or interpretation. Except as otherwise indicated, all references herein to sections are to sections of this Agreement.

38. AMBIGUITY. The parties agree that each one has played an equal part in the negotiation and drafting of this Agreement, and in the event any ambiguity should be asserted or realized in the interpretation or construction of this Agreement, the result of such ambiguity shall be equally assumed and realized by each party.

39. INTERLOCAL AGREEMENT. This Agreement shall constitute an interlocal agreement pursuant to section 163.01, Florida Statutes.

IN WITNESS WHEREOF, the Authority and Sarasota have executed this Agreement on

_____, 2022.

ATTEST:

PEACE RIVER MANASOTA REGIONAL
WATER SUPPLY AUTHORITY

Mike Coates
Executive Director

Chair

Approved as to Form:

Date: _____

Douglas Manson
General Counsel for the Authority

STATE OF FLORIDA
COUNTY OF

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared _____, to me known to be the person described in and who executed the foregoing instrument on behalf of the Peace River Manasota Regional Water Supply Authority and acknowledged before me that he executed same as a free act and deed for the uses and purposes therein stated.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 2022.

Notary Public

Print Name: _____
My Commission Number: _____

BOARD OF COUNTY COMMISSIONERS
OF SARASOTA COUNTY, FLORIDA

ATTEST:

By: _____
Deputy Clerk

Chair

Date: _____

Approved as to form and correctness:

County Attorney

STATE OF FLORIDA
COUNTY OF

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared _____, to me known to be the person described in and who executed the foregoing instrument on behalf of Sarasota County, Florida and acknowledged before me that he executed same as a free act and deed for the uses and purposes therein stated.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 2022.

Notary Public
Print Name: _____
My Commission Number: _____

EXHIBIT 1
Project Location & Conceptual Pipeline Alignment

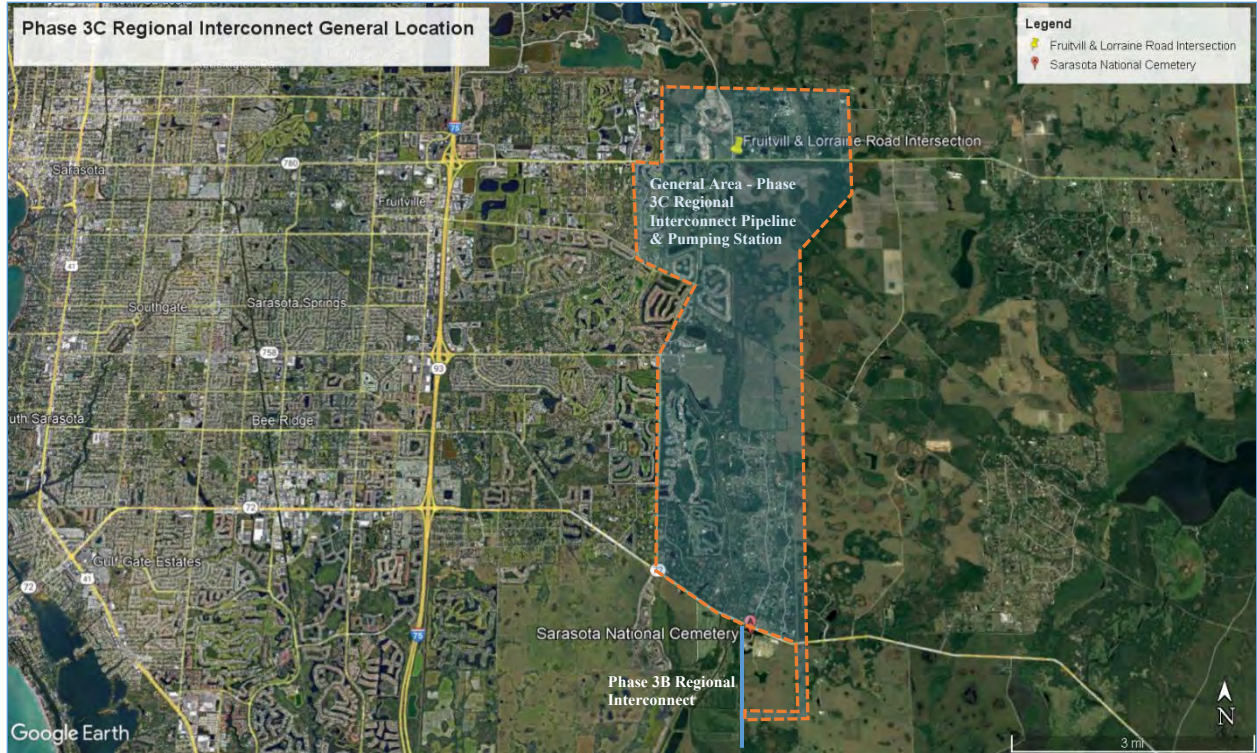


EXHIBIT 2

General Description of Project Components

- a) Pipeline: Approximately 10 miles of 42-inch to 48-inch diameter pipe which begins near the northern end of the existing Phase 3B Regional Interconnect with Sarasota County near SR 72, then extending generally north to the approximate vicinity of the intersection of Fruitville and Lorraine Roads where it will terminate at a new delivery location (yet to be defined) with the County.
- b) Pumping and Storage: New 10 MGD (initial capacity) regional pumping station, with 2 MG to 5 MG of finished water storage located near the northern end of the Phase 3C Regional Interconnect.
- c) Appurtenances: Metering facilities, chemical adjustment, telemetry, back-up power supply and other appurtenances as deemed appropriate to make the project fully functional for water transfer and delivery.
- d) Delivery of Potable Water: A high degree of flexibility to enable delivery of required supply and support future extension/expansion of the regional system.

EXHIBIT 3
 Estimated Project Costs

Item	Total Project Cost	Sarasota Funding	SWFWMD Co-Funding
Probable Costs Subject to SWFWMD Co-Funding			
42" and 48" Diameter Pipeline	\$35,620,000	\$17,810,000	\$17,810,000
5MG Finished Water Storage tank	\$5,428,000	\$2,714,000	\$2,714,000
Pumping Station & Ancillary	\$6,933,000	\$3,466,500	\$3,466,500
Subtotal Engineering & Construction	\$47,981,000	\$23,990,500	\$23,990,500
Contingency	\$11,995,250	\$5,997,625	\$5,997,625
Total Engineering & Construction	\$59,976,250	\$29,988,125	\$29,988,125
Probable Costs Not Subject to SWFWMD Funding			
Property & Easements	\$4,000,000	\$4,000,000	
Legal & Other	\$400,000	\$400,000	

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
February 2, 2022

REGULAR AGENDA
ITEM 6

Regional Integrated Loop System Phase 2B & 2C Interconnect

Presenter - Ford Ritz, Project Engineer
Doug Eckmann, Project Manager for Kimley Horn
Doug Manson, General Counsel

Recommended Action - **Motion** to approve Interlocal Agreement for Regional Integrated Loop System Phase 2B Interconnect between the Peace River Manasota Regional Water Supply Authority and Charlotte County.

The Regional Phase 2B/2C Interconnect Project Routing and Feasibility Study is nearing completion. The project envisions a 42-inch diameter regional transmission main extending from the existing terminus of the regional system west of I-75 along Veterans Blvd., generally west and south in Charlotte County crossing the Myakka River, and then extending west and north to the Sarasota County Carlton Water Treatment Plant, a total distance of about 33 miles. The project will improve Regional Water Supply System reliability and meet growing needs in Charlotte and Sarasota Counties. The project is expected to be completed in two phases. Phase 2B is proposed to begin preliminary design in FY 2023 and will extend westerly from the existing terminus of the regional system in Charlotte County, crossing the Myakka River and terminating at the Charlotte County's Gulf Cove Booster station, a distance of about 13 miles. Phase 2C is proposed to extend from the Gulf Cove Booster Station north and west to the vicinity of the Carlton Water Treatment Facility in Sarasota County, a distance of about 20 miles. The timing for Phase 2C is under evaluation.

a. Feasibility and Routing Study Results

The Authority consultant (Kimley Horn) will discuss findings to-date for the 2B and 2C alignments, analysis, pipe size, pumping and storage facility considerations, project phasing and provide an update of probable costs for the project.

b. Interlocal Agreement for Regional Integrated Loop System Phase 2B Interconnect [from the terminus of the Phase 2 Interconnect] to the vicinity of the Charlotte County Gulf Cove Booster Pump Station] between the Peace River Manasota Regional Water Supply Authority and Charlotte County.

The Interlocal Agreement (IA) between Charlotte County and the Authority will cover the Phase 2B portion of the project. The IA covers financial, ownership, capacity allocations, property use, project coordination and other pertinent requirements of the project. The IA also demonstrates to SWFWMD that there is a local match for requested District FY 2023 cooperative funding on this project, and as such is a requirement for receipt of co-funding dollars. With Authority Board approval, the IA for Phase 2B will be transmitted to Charlotte County for review and approval. Any significant changes by the County will be returned to the Authority Board for consideration.

Budget Action: No action needed.

Attachments:

Tab A Presentation Materials
Tab B Interlocal Agreement

TAB A
Presentation Materials



Regional Integrated Loop Phase 2B/2C Interconnect

Feasibility Routing Study Update

February 2, 2022

1



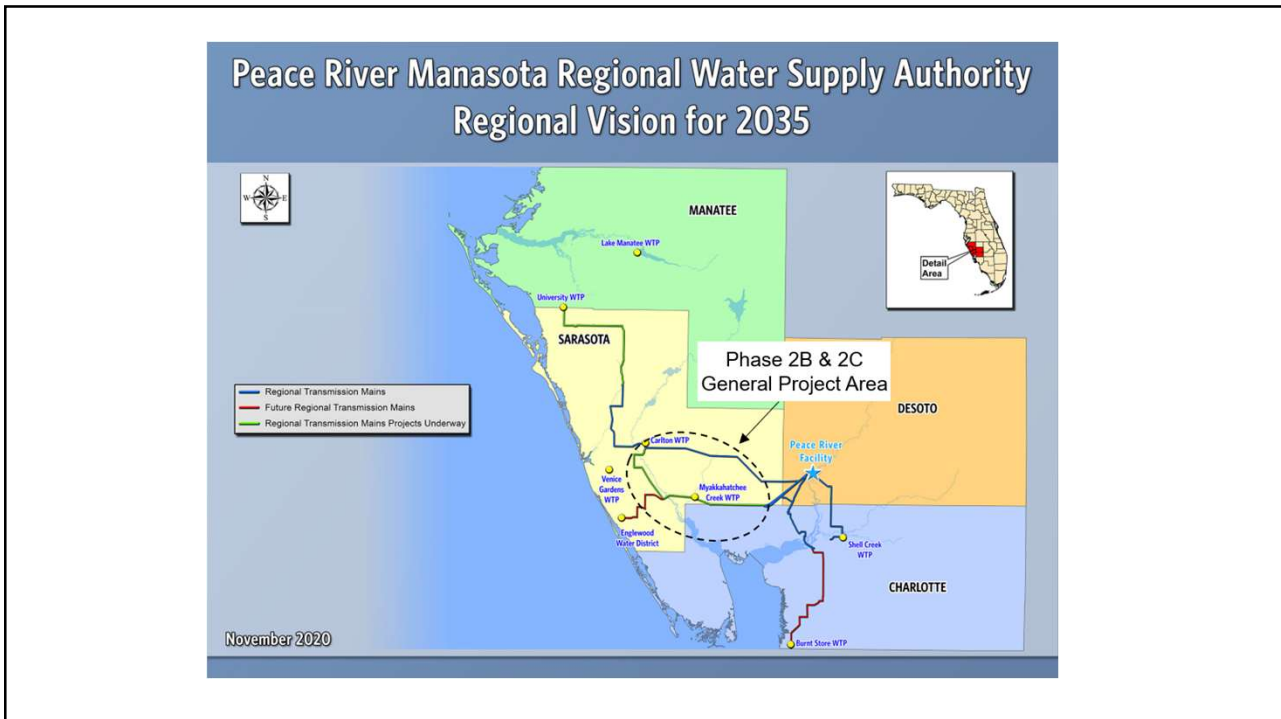
- 01 Project Overview**
- 02 Feasibility and Routing Study Update**
- 03 Next Steps and Schedule**
- 04 Interlocal Agreement**

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- 01 Project Overview**
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- 03 Next Steps and Schedule**
- 04 Interlocal Agreement**

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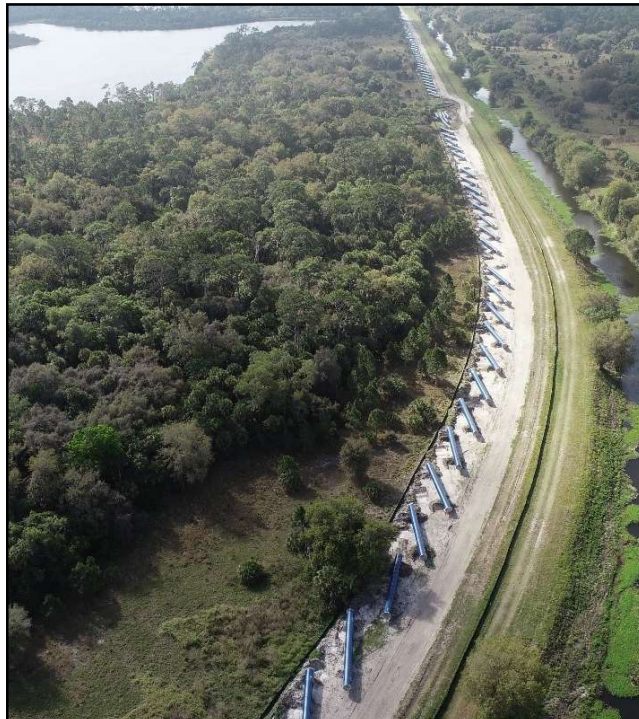


01 Project Overview

Project features include:

- Phase 2B/2C will provide a redundant (southern loop) to the Sarasota County Carlton WTP
- Provides opportunities for future interconnects with key water facilities, adding resiliency and reliability to region

5



01 Project Overview

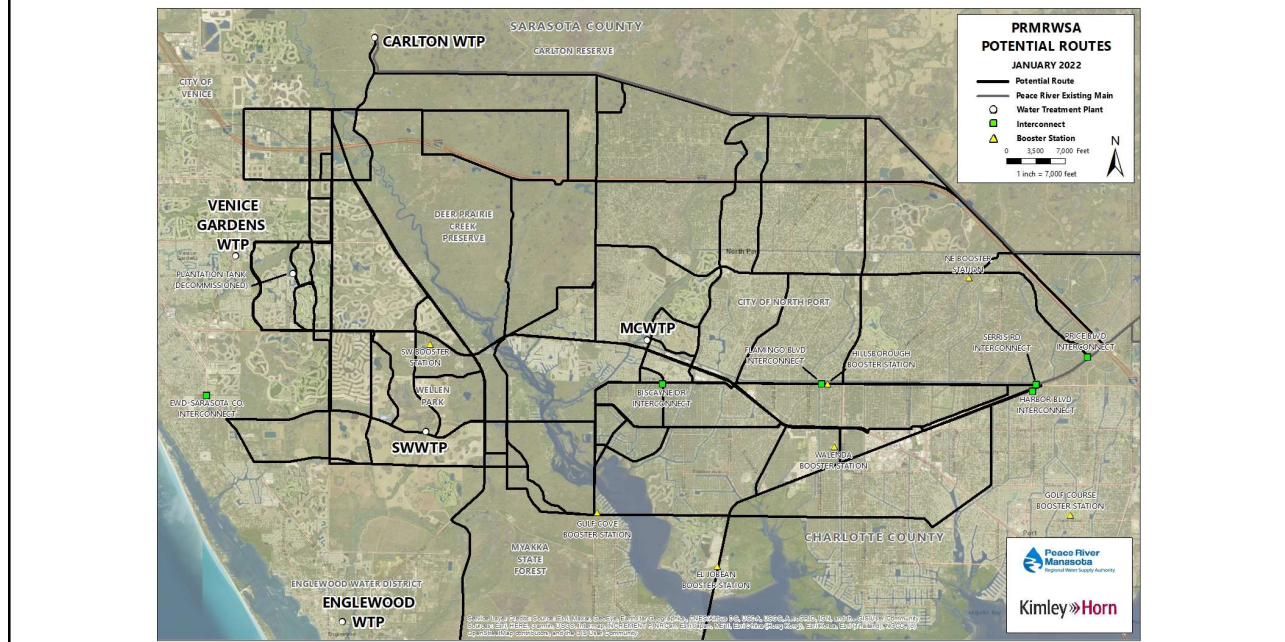
02 Feasibility and Routing Study Update

03 Next Steps and Schedule

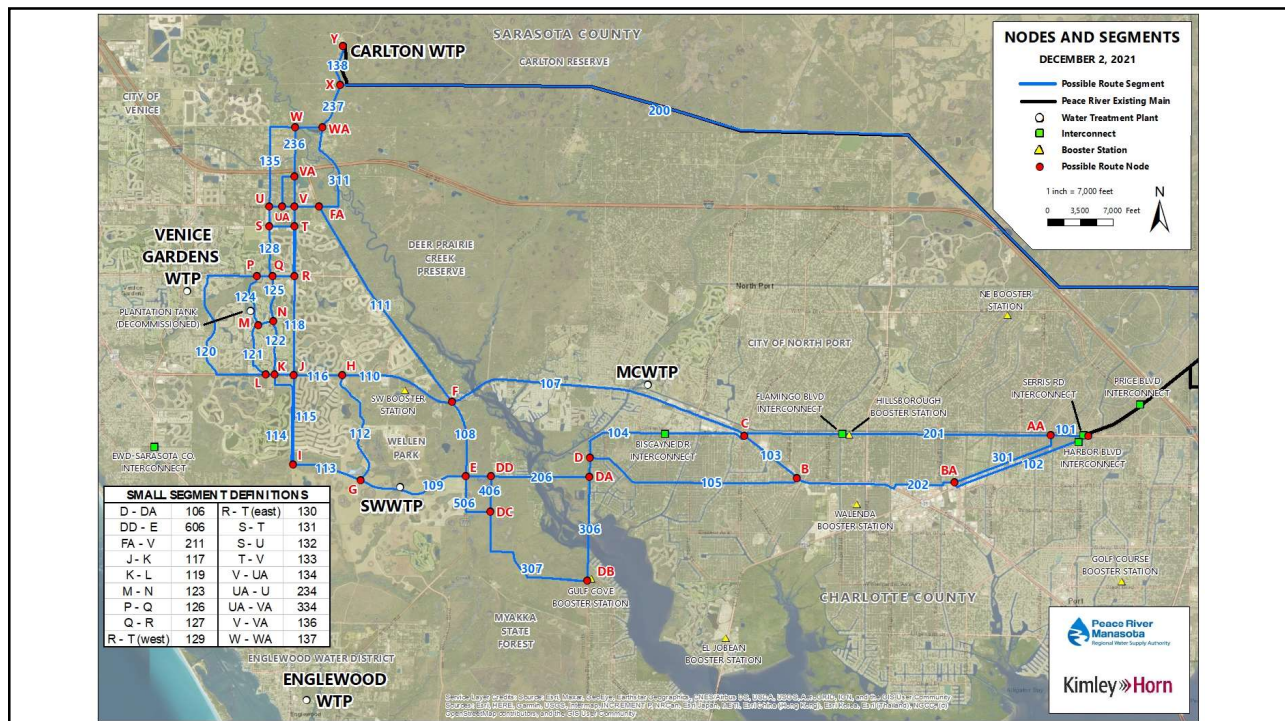
04 Interlocal Agreement

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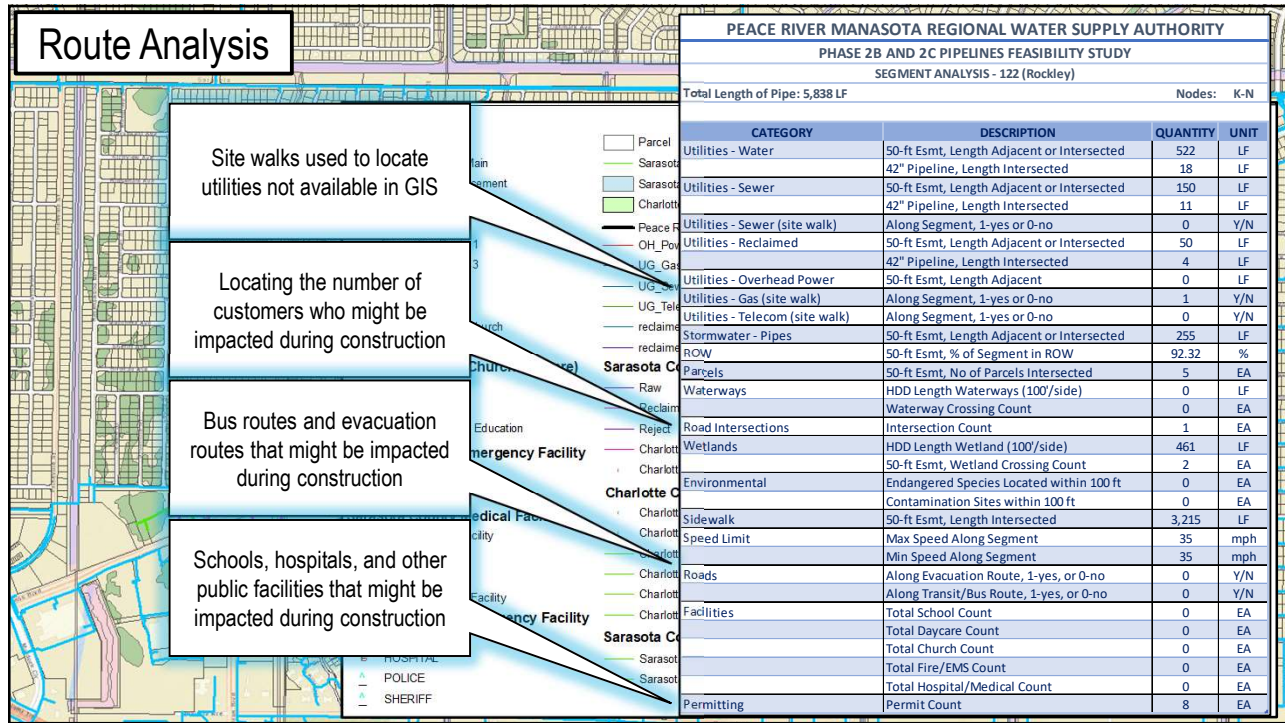
02 Feasibility and Routing Study Results



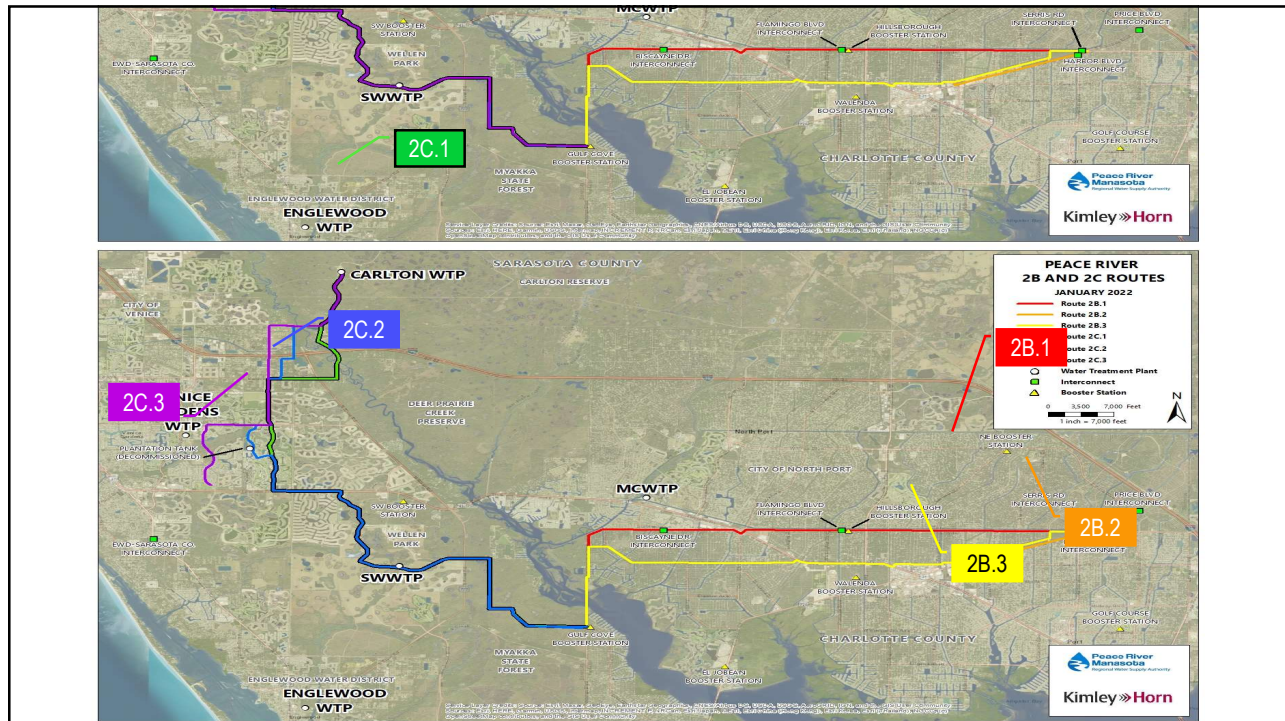
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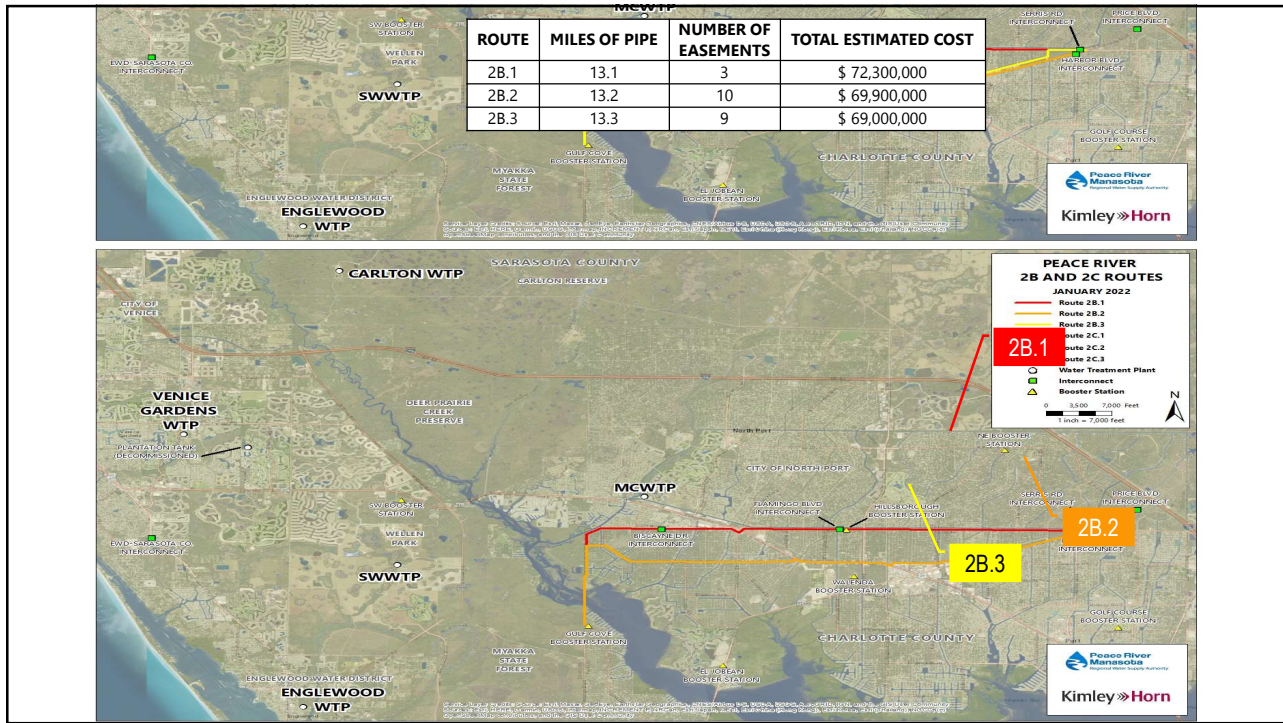
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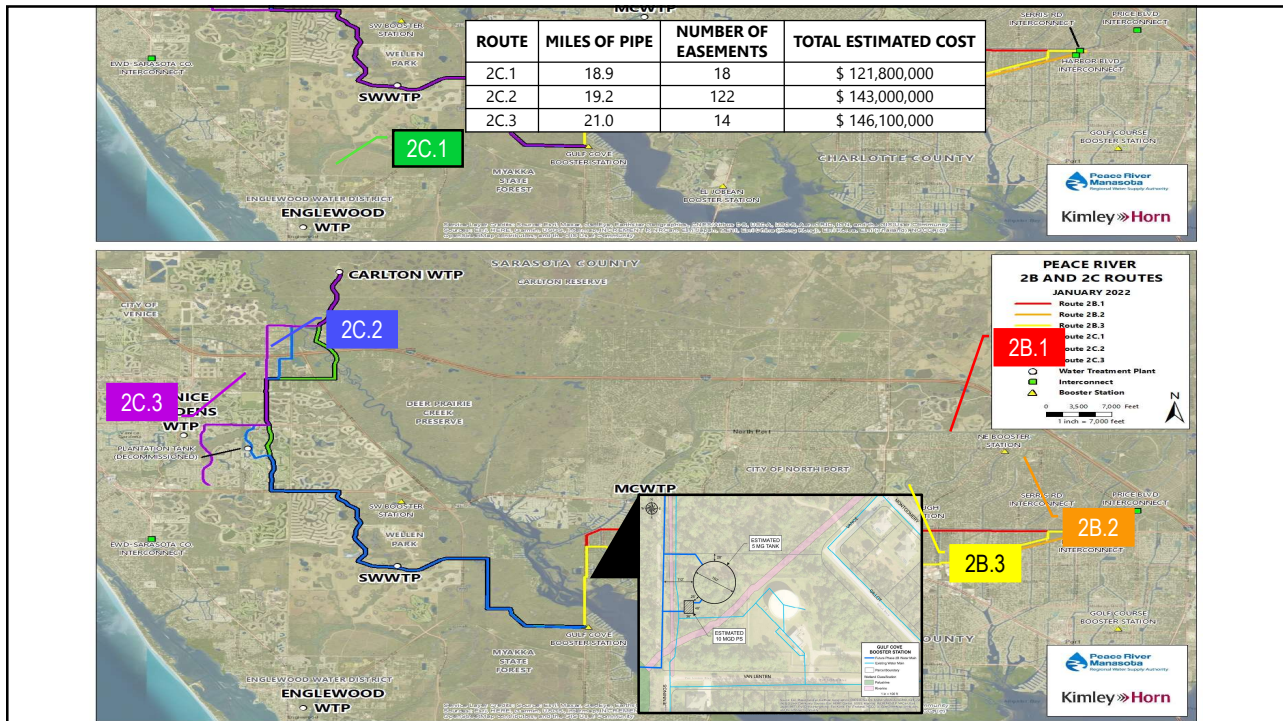
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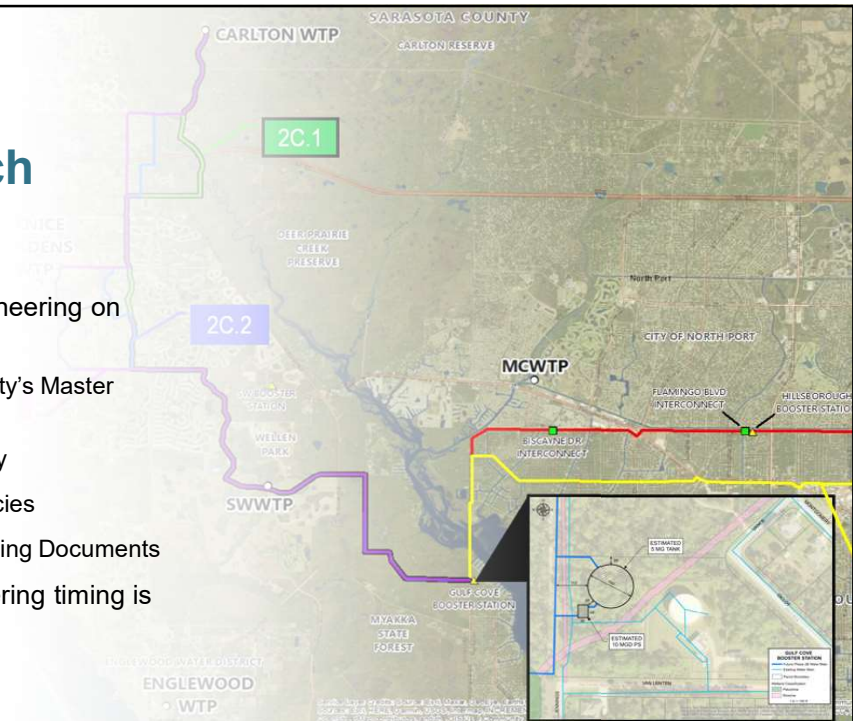
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Phased Approach

Proceed with Preliminary Engineering on Phase 2B

- Consistent with Charlotte County's Master Plan
- Terminates at Gulf Cove Facility
- Facilitates Operational Efficiencies
- Consistent with Regional Planning Documents

Phase 2C Preliminary Engineering timing is currently under evaluation



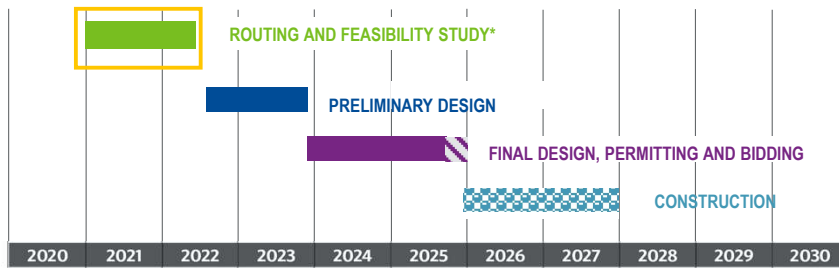
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- 01 Project Overview
- 02 Feasibility and Routing Study Update
- 03 Next Steps and Schedule**
- 04 Interlocal Agreement

14

03 Next Steps and Schedule



- Phase 2B/2C Interconnect recommended route presented at the April Board Meeting
- Execute Interlocal Agreement with Charlotte County for Phase 2B Interconnect – necessary to secure SWFWMD Co-Funding
- Preliminary Design of Phase 2B begins in FY 2023 followed by the Design Phase
- Construction completed in the fourth quarter of 2027
- As mentioned the Phase 2C interconnect timeline is under evaluation

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- 01 Project Overview
- 02 Feasibility and Routing Study Update
- 03 Next Steps and Schedule
- 04 Interlocal Agreement**

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TAB B
Draft Interlocal Agreement

INTERLOCAL AGREEMENT FOR
REGIONAL INTEGRATED LOOP SYSTEM PHASE 2B INTERCONNECT
BETWEEN
THE PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY AND
CHARLOTTE COUNTY

THIS Interlocal Agreement for Regional Integrated Loop System Phase 2B Interconnect (“Agreement”) is entered into by and between the Peace River Manasota Regional Water Supply Authority (“Authority”), an independent special district created and existing pursuant to Section 373.1962, Florida Statutes, now found in Section 373.713, Florida Statutes, and Section 163.01, Florida Statutes, acting by and through its governing Board of Directors; and Charlotte County (“Charlotte”), a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, which has the authority to provide water utility service within Charlotte County.

RECITALS:

WHEREAS, both the Authority and Charlotte are authorized to enter into interlocal agreements pursuant to Chapter 163, Florida Statutes; and

WHEREAS, the Authority; Sarasota County, a political subdivision of the State of Florida; Manatee County, a political subdivision of the State of Florida; Charlotte County, a political subdivision of the State of Florida; DeSoto County, a political subdivision of the State of Florida; and the City of North Port, a municipal corporation of the State of Florida (collectively “Customers”) entered into the Peace River Manasota Regional Water Supply Authority Master Water Supply Contract, effective October 5, 2005, as amended (“MWSC”); and

WHEREAS, Section 22 of the MWSC provides that the Authority must have written consent of the governing body of a Customer in whose jurisdiction the Authority intends to acquire,

develop, construct or operate new Authority Water Supply Facilities (the “Host County”) and the Host County shall notify the Authority of its decision to grant or deny consent to the Authority to acquire, develop, construct or operate the new Authority Water Supply Facilities; and

WHEREAS, the Authority has notified Charlotte of its intent to design and construct the Regional Integrated Loop System Phase 2B Interconnect (Project), which will be owned and operated by the Authority; and

WHEREAS, upon the effective date of this Agreement, Charlotte, as the Host County, has given its consent to the construction of the Project and both parties desire to set forth their respective duties and obligations with respect to the construction and use of the Project; and

WHEREAS, Charlotte and the Authority agree to connect Charlotte’s utility system to the Project at Delivery Point(s) that will be designated as additional Delivery Point(s) under section 10.3 of the MWSC; and

WHEREAS, this Agreement is predicated upon a proposed cooperative funding agreement between the Southwest Florida Water Management District (“SWFWMD”) and the Authority for the Project, which would provide that SWFWMD fund at least fifty percent (50%) of the eligible Project costs according to SWFWMD policies; and

WHEREAS, this Agreement does not entitle Charlotte to a greater Water Allocation than that which is authorized pursuant to the provisions of the MWSC and any amendments thereto; and

WHEREAS, the parties recognize and agree that modifications and clarifications will be needed to the Project and that such changes shall be made by mutual agreement by the Executive Director of the Authority and the Charlotte County Administrator.

NOW, THEREFORE, in consideration of the above stated Recitals, mutual covenants and

obligations contained herein, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **INCORPORATION OF RECITALS.** The foregoing recitals are true and correct and are incorporated herein by reference.

2. **DEFINITIONS.** All capitalized terms used but not defined in this Agreement have the meanings ascribed to them in the MWSC unless otherwise indicated in this Agreement.

2.1 Agreement. This Interlocal Agreement for Regional Integrated Loop System Phase 2B Interconnect.

2.2 Project. The expansion of the Authority's Regional Transmission System within Charlotte County, which includes a new potable water transmission pipeline, pumping, storage and meter facilities, and ancillary components that may be revised in accordance with section 4, which is generally shown and described in the attached Exhibits 1 and 2.

3. **PURPOSE AND TERM.** This Agreement sets forth the rights and obligations of the parties with respect to the construction and use of the Project. The MWSC terms and conditions also apply to all aspects of the potable water delivered pursuant to this Agreement. The term of this Agreement begins on its effective date and will end when Charlotte no longer receives potable water from the Authority pursuant to the MWSC and any extensions and amendments.

4. **CONSENT/NEW DELIVERY POINT.** Charlotte consents to the construction and operation of the Project under section 22 of the MWSC. The Project's Delivery Point(s) shall be added by mutual agreement of the parties as provided in section 10.3 of the MWSC.

5. **DESIGN AND CONSTRUCTION OF THE PROJECT/WATER DELIVERY.** The Project shall be capable of supplying Charlotte potable water at an adequate

flow and water pressure to meet Charlotte's water needs as may be deemed appropriate and as described in Exhibits 1 and 2. The specific details of the Project, e.g., Project location, alignment, Delivery Point(s), delivery pressures, flows, and Project components, will be developed and mutually agreed to by the parties. As may be needed, authority and responsibility is delegated to the Executive Director of the Authority and the Charlotte County Administrator to modify, clarify, or revise the engineering, design, construction and operation specifications of the Project as agreed in writing by both parties and Exhibits 1 and 2 shall be replaced to reflect such mutually agreed in written revisions. Any pipeline or utility appurtenances owned by Charlotte shall be located so as to maintain a reasonable clearance on all sides of the Project to allow for necessary operations and maintenance access. The Authority agrees to make reasonable efforts not to interfere with any Charlotte operations on Charlotte-owned lands and rights-of-way during the construction of the Project. Charlotte agrees to make reasonable efforts not to interfere with any Authority operations on Charlotte-owned lands and rights-of-way during the construction of the Project.

6. COLLABORATIVE CONSTRUCTION. The Authority and Charlotte will ensure that their respective consultants and contractors will work in a cooperative fashion to expedite the Projects in the most cost-effective manner.

7. FUNDING FROM CHARLOTTE. Charlotte shall contribute an estimated \$34,000,000 based on current forecasts for the Project's costs. A breakdown of Charlotte's estimated contributions are shown in Exhibit 3. Charlotte's final contribution shall be based on the final cost of the Project paid by the Authority but will not exceed \$37,500,000 ("Charlotte Cap"). Charlotte will fund its obligations under this Agreement as provided in section 16.2 of the MWSC.

8. AUTHORITY FUNDING AND HYDRAULIC CAPACITY ENTITLEMENT. Funding by the Authority will include the monies for the Project that the Authority receives from SWFWMD and any other state or federal source. The Authority shall be responsible for all engineering and construction costs that exceed the Charlotte Cap. All Hydraulic Capacity in the Project that is not granted to Charlotte pursuant to section 9 shall be retained by the Authority. All operation and maintenance costs for the Project shall be incorporated into the Authority's annual rate applicable to the Customers of the Authority pursuant to the MWSC. If the engineer's cost estimate for the Project exceeds the Total Project Cost for the Project shown on Exhibit 3, the Authority shall have the option to declare this Agreement null and void.

9. CHARLOTTE HYDRAULIC CAPACITY ENTITLEMENT. Charlotte's Hydraulic Capacity Entitlement in the Project shall be determined by calculating its percentage share of the final cost of the Project after its completion, with the Executive Director of the Authority and the Charlotte County Administrator certifying in writing the final percentage share of the cost to the Authority and Charlotte.

10. PAYMENT FOR USE OF AUTHORITY'S HYDRAULIC CAPACITY ENTITLEMENT. If the Authority grants use of its Hydraulic Capacity in the Project that is not granted to Charlotte pursuant to section 9 to a Customer, including Charlotte, the Authority shall charge such Customer a Hydraulic Capacity Entitlement Cost for such use and, provided there is existing debt service related to the Project, adjust the proportionate share of future service rates and charges of Charlotte and all other existing customers accordingly.

11. REAL PROPERTY AND EASEMENTS.

11.1 Real Property Acquisition. Charlotte shall cooperate with the Authority in the Authority's acquisition of all interests in real property (if any) necessary for the Project. Charlotte

shall pay all reasonable costs for acquisition of real property interests necessary for the Project. The Authority shall involve Charlotte with the property valuations prior to acquisitions.

11.2 Any property located in Charlotte County acquired by the Authority for the Project shall be transferred in fee simple to the County after the Authority has recorded an easement pursuant to this section, in its name, necessary for the Project.

11.3 Easements. Charlotte and the Authority will execute the necessary documents, including easements or license agreements for lands owned by Charlotte.

11.3.1 Construction Easements. Charlotte shall grant the necessary construction easements to the Authority to allow for the construction of the Project at no cost to the Authority. The Authority shall provide in the contracts with all contractors for the Project, that in addition to the Authority, Charlotte shall have the authority to issue a stop work demand if a construction activity endangers, interferes or damages existing Charlotte facilities along the Project route.

11.3.2 Perpetual, Nonexclusive and Exclusive Easements. Charlotte shall grant perpetual, nonexclusive and exclusive easements to the Authority for all real property owned by Charlotte on or within which the Project is located at no cost to the Authority. Exclusive easements will be issued for lands beneath and immediately adjacent to new storage tanks, pumping stations and electrical buildings for the Project. In addition, Charlotte shall cause to be conveyed to the Authority all easements covering areas needed to access and operate the Project by recordable document in a form satisfactory to both the Authority and Charlotte at no cost to the Authority.

11.3.3 Ownership. The Authority shall retain in its own name any easement interest in real property acquired by or granted to the Authority in connection with the Project.

12. PERMITS. The Authority shall use its best efforts to obtain all permits necessary to construct and operate the Project, and Charlotte shall promptly cooperate with the Authority in

obtaining such permits.

13. OPERATIONAL PROTOCOL. The Authority and Charlotte County shall develop a written operational protocol for the Phase 2B Interconnect Project (“Operational Protocol”) to include protocol for operating and maintenance of the Project prior to the commencement of construction of the Project. At a minimum, the Operational Protocol will define the rights and obligations of the responsible parties with respect to the operations, maintenance and regulatory activities necessary for the Authority to meet its obligation to provide potable water to Charlotte. Nothing in the Operational Protocol shall conflict or supersede this Agreement. As may be needed, authority and responsibility is delegated to the Executive Director of the Authority and the County Administrator of Charlotte to modify, clarify and revise the Operational Protocol upon mutual agreement of both parties.

14. COMPLETION DATE. The Authority shall make all reasonable efforts to complete the Project no later than March 1, 2026.

15. OWNERSHIP INTERESTS. Nothing within this Agreement or any previous agreements shall be construed to convey to Charlotte any ownership interest in any portion of the assets of the Authority Water Supply Facilities and Transmission System, including this Project. The Authority shall have complete ownership of the Project.

16. EXISTING INFRASTRUCTURE. All existing infrastructure owned by Charlotte shall remain owned by Charlotte unless otherwise mutually agreed upon by the parties.

17. RATES. The rates charged to Charlotte for water delivered through the Regional Transmission System and this Project shall be governed by the MWSC.

18. FUTURE CONNECTIONS. Charlotte shall give the Authority thirty (30) days notice of any intended tie-ins or interconnections to this Project and the Authority shall not

unreasonably withhold its approval of any such connections.

19. NOTICES. All notices, demands, requests, and other communications hereunder shall be deemed sufficient and properly given, if in writing and delivered in person to the following addresses, or via email, or sent by certified or registered mail, postage prepaid with return receipt requested, at such addresses; provided, if such notices, demands, requests or other communications are sent by mail, they shall be deemed as given on the third day following such mailing which is not a Saturday, Sunday, or a day on which United States mail is not delivered: the Authority's Executive Director's Office, 9415 Town Center Parkway, Lakewood Ranch, Florida 34202; Charlotte County Administrator, 18500 Murdock Circle, Port Charlotte, Florida 33948. Any party may, by like notice, designate any further or different address to which subsequent notices shall be sent. Any notices hereunder signed on behalf of the notifying party by a duly authorized attorney at law shall be valid and effective to the same extent as if signed on behalf of such party by a duly authorized officer or employee.

20. RECORDATION OF AGREEMENT AND EFFECTIVE DATE. Upon execution of this Agreement by the Authority and Charlotte, the Authority shall have this Agreement recorded in the Public Records of Charlotte and Manatee Counties. This Agreement shall take effect upon the filing of fully executed copies with the Clerks of the Circuit Court of Charlotte and Manatee Counties ("Effective Date").

21. APPLICABLE LAW AND VENUE. The laws of the State of Florida shall govern the validity, interpretation, construction and performance of this Agreement. The sole and exclusive venue for any litigation involving this Agreement shall be in Hillsborough County, Florida, if filed in state court and in the Middle District of Florida if filed in federal court.

22. ENTIRE AGREEMENT. The parties agree there are no commitments,

agreements, or understandings concerning the Project that are not contained in this document, and that this Agreement together with the MWSC shall constitute the entire agreement of the parties with regard to the Project.

23. AMENDMENTS. This Agreement may be amended only by a writing duly executed by the Authority and Charlotte except as provided for in section 5.

24. DISCLAIMER OF THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the parties to this Agreement. No right or cause of action shall accrue upon or by reason hereof inure to or for the benefit of any third party.

25. WAIVER. Unless otherwise specifically provided by the terms of this Agreement, no delay or failure to exercise a right resulting from any breach of this Agreement shall impair such right or shall be construed to be a waiver thereof, but such right may be exercised from time to time and as often as may be deemed expedient. Any waiver shall be in writing and signed by the party granting such waiver. If any representation, warranty or covenant contained in this Agreement is breached by any party and thereafter waived by another party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive, either expressed or impliedly, any other breach under this Agreement.

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

27. SOVEREIGN IMMUNITY. The parties intend to avail themselves of the benefits of Sections 768.28 and 163.01(9)(c), Florida Statutes, and of other statutes and common law governing sovereign immunity to the fullest extent possible. In accordance with Section 163.01(5)(o), Florida Statutes, therefore, neither party is jointly liable for the torts of the officers or employees of the other, or any other tort attributable to the other, and that each party shall be liable for the torts of its officers or employees and then only to the extent of the waiver of sovereign immunity or limitation of liability specified in Section 768.28, Florida Statutes, and other applicable law. Nothing in this Agreement is intended to inure to the benefit of any third party for the purposes of allowing any claim that would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

28. DISPUTES. Both parties agree to follow the directives of the “Florida Governmental Conflict Resolution Act,” Chapter 164, Florida Statutes.

29. DEFAULT AND REMEDY. Recognizing the region’s paramount need for a safe and dependable source of water supply, the parties agree the remedy for a breach of the Agreement shall be specific performance, injunctive relief and any other equitable relief, as well as monetary damages.

30. ATTORNEYS FEES AND COST. In the event there is litigation arising under or related to this Agreement, each party shall pay its own attorney’s fees and costs and expenses incurred in enforcing the Agreement, including attorneys’ fees, expert witness fees, fees and costs on appeal, and the cost of paraprofessionals working under the supervision of an attorney, expended or incurred in connection therewith, whether resolved by out-of-court settlement, arbitration, pre-trial settlement, trial or appellate proceedings.

31. FURTHER ASSURANCES. The parties shall use all reasonable efforts to

provide such information, execute such further instruments and documents and take actions as may be reasonably requested by the other party and not inconsistent with the provisions of this Agreement and not involving the assumption of obligations or liabilities different from, in excess of or in addition to those expressly provided for in this Agreement to carry out the intent of this Agreement.

32. CONSENTS. To the extent that the consent of any party to this Agreement is required as a condition to the action of other parties, such consent shall not be unreasonably withheld.

33. GOOD FAITH. The parties agree to exercise good faith and fair dealing in respect to all matters relating to this Agreement.

34. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon and inure to the benefit of the respective successors, permitted assigns, administrators and trustees of the Authority and Charlotte.

35. RELATIONSHIP OF THE PARTIES. Nothing herein shall be deemed to constitute any party a partner or joint venturer, or to create any fiduciary relationship among the parties. Nothing within the Agreement or any previous agreement shall be construed to convey to Charlotte any ownership interest in any portion of the Authority Water System, including the Project.

36. EXECUTION OF AGREEMENT. This Agreement shall be executed in two duplicate originals, any of which shall be regarded for all purposes as an original and all of which shall constitute the same instrument.

37. SECTION CAPTIONS AND REFERENCES. The section headings and captions contained herein are included for convenience only and shall not be considered part of

this Agreement or affect in any manner its construction or interpretation. Except as otherwise indicated, all references herein to sections are to sections of this Agreement.

38. AMBIGUITY. The parties agree that each one has played an equal part in the negotiation and drafting of this Agreement, and in the event any ambiguity should be asserted or realized in the interpretation or construction of this Agreement, the result of such ambiguity shall be equally assumed and realized by each party.

39. INTERLOCAL AGREEMENT. This Agreement shall constitute an interlocal agreement pursuant to section 163.01, Florida Statutes.

IN WITNESS WHEREOF, the Authority and Charlotte have executed this Agreement on _____, 2022.

ATTEST:

PEACE RIVER MANASOTA REGIONAL
WATER SUPPLY AUTHORITY

Mike Coates
Executive Director

Chair

Date: _____

Approved as to Form:

Douglas Manson
General Counsel for the Authority

STATE OF FLORIDA
COUNTY OF

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared _____, to me known to be the person described in and who executed the foregoing instrument on behalf of the Peace River Manasota Regional Water Supply Authority and acknowledged before me that he executed same as a free act and deed for the uses and purposes therein stated.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of
, 2022.

Notary Public
Print Name: _____
My Commission Number:

BOARD OF COUNTY COMMISSIONERS
OF CHARLOTTE COUNTY, FLORIDA

ATTEST:

By: _____
Deputy Clerk

Chair
Date: _____

Approved as to form and correctness:

County Attorney

STATE OF FLORIDA
COUNTY OF

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared _____, to me known to be the person described in and who executed the foregoing instrument on behalf of Charlotte County, Florida and acknowledged before me that he executed same as a free act and deed for the uses and purposes therein stated.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of
2022.

Notary Public
Print Name: _____
My Commission Number:

EXHIBIT 1
Project Location & Conceptual Pipeline Alignment Area



EXHIBIT 2

General Description of Project Components

- a) Pipeline: Approximately 13 miles of 42-inch to 48-inch diameter pipe which begins near the western end of the existing Phase 2 Regional Interconnect and 36" RTM in Charlotte County near the intersection of Harbor and Veterans Blvd, then extending generally westward, crossing the Myakka River and terminating at or in the vicinity of the Charlotte County Gulf Cove Booster Station.
- b) Metering Facilities and Appurtenances: Meter assemblies as deemed appropriate to make the project fully functional for water transfer and delivery.
- c) Delivery of Potable Water: A high degree of flexibility to enable delivery of required supply and support future connection with the Regional Integrated Loop System Phase 2C Interconnect and other extension/expansion of the regional system.

DRAFT

EXHIBIT 3
 Estimated Project Costs

Item	Total Project Cost	Charlotte Funding	SWFWMD Co-Funding
Probable Costs Subject to SWFWMD Co-Funding			
42" and 48" Diameter Pipeline	\$45,304,000	\$22,653,000	\$22,653,000
Metering Facilities and Appurtenance	\$400,000	\$200,000	\$200,000
Subtotal Engineering & Construction	\$55,760,000	\$27,880,000	\$27,880,000
Contingency	\$11,152,000	\$5,576,000	\$5,576,000
Total Engineering & Construction	\$66,912,000	\$33,456,000	\$33,456,000
Probable Costs Not Subject to SWFWMD Funding			
Property & Easements	\$500,000	\$500,000	
Legal & Other	\$75,000	\$75,000	

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
February 2, 2022

REGULAR AGENDA
ITEM 7

Preliminary Evaluation of Capacity Expansion Options for the Peace River Facility

Presenters -

Richard Anderson, Director of Operations
Chris Kuzler - Ardurra, Inc.

Recommended Action -

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

The Authority's Integrated Regional Water Supply Plan 2020 and our Customer demand projections have identified a need for additional water supply in the 2028-2030 timeframe. To meet that need, the Authority's CIP/CNA Plans include a capacity expansion of the Peace River Facility intended to yield 15-18 MGD (average day) of supply that can be allocated to Authority Customers for future needs. That expansion will include construction of a new reservoir on RV Griffin, a new intake on the Peace River and expanded water treatment capacity at the Peace River Facility, all of which must be completed at approximately the same time to provide the intended yield (15-18 MGD).

To support an increase in treatment capacity at the Peace River Facility, Authority consultant Ardurra, Inc. has evaluated treatment capacity expansion options and conceptual costs at the Peace River Facility. Results of this analysis are presented here for review and discussion. The treatment capacity expansion options evaluated ranged from approximately 4 MGD to 24+MGD to create a "menu" of choices with which to meet customer needs.

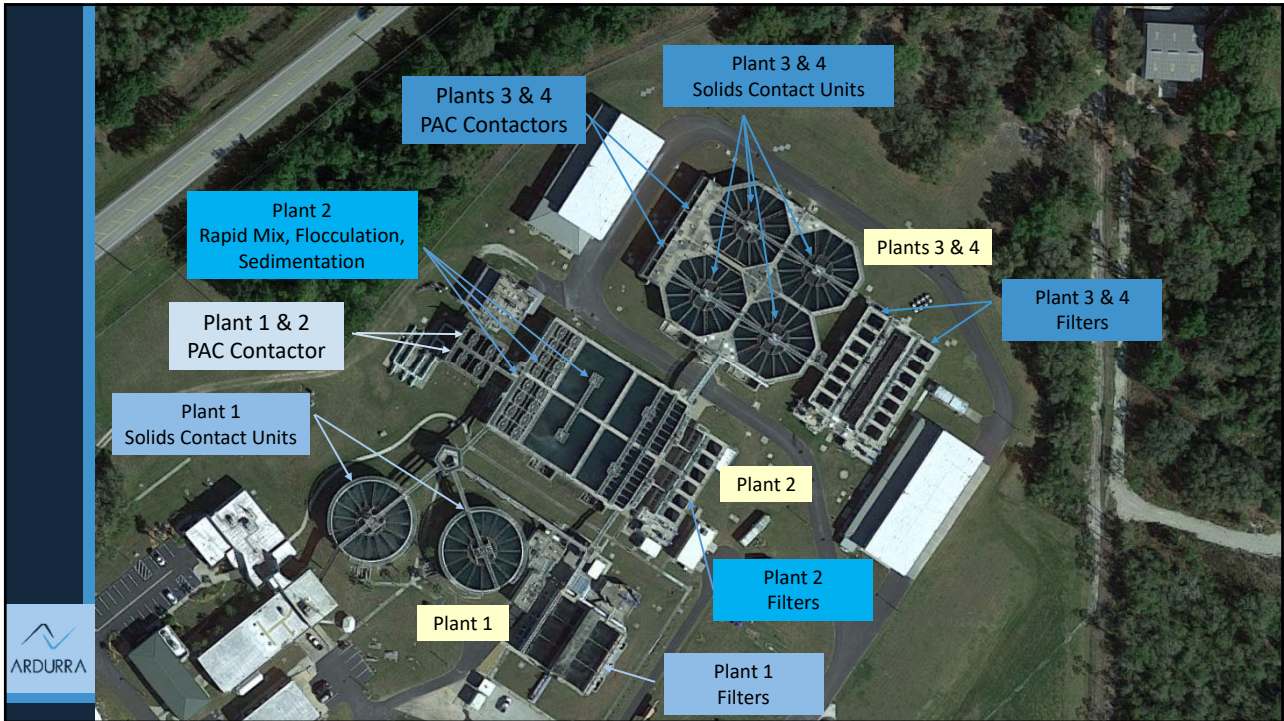
The Authority's Consultant, Ardurra, Inc. will provide the update to the Board on the status of the Project and will include an overview of the Project, preliminary expansion options, and comparative conceptual level cost estimates.

Budget Action: No Action Needed

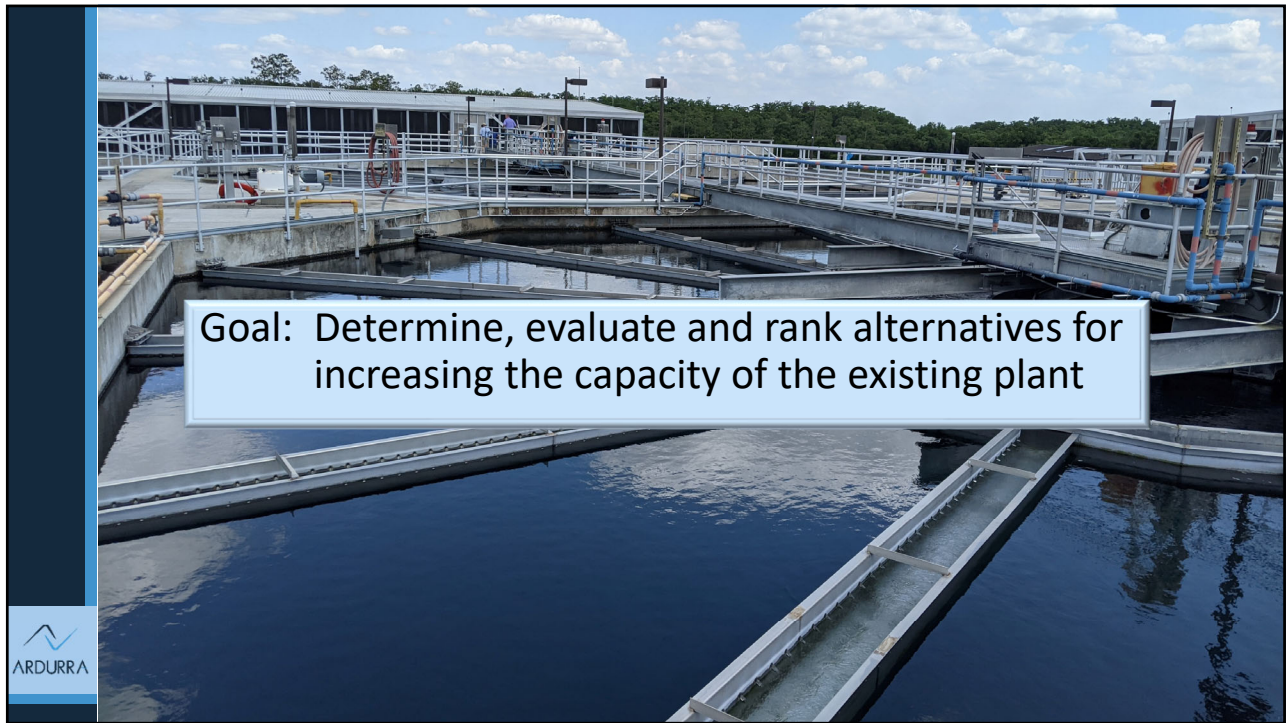
Attachments:
Presentation Materials



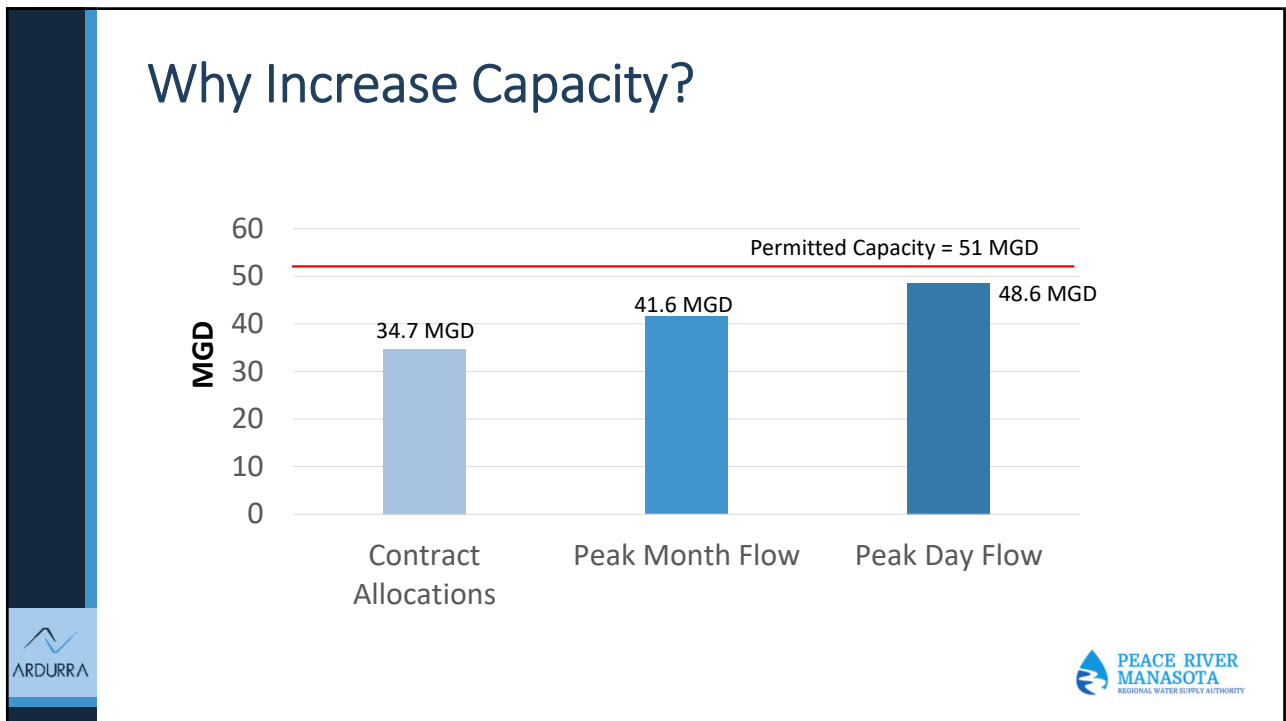
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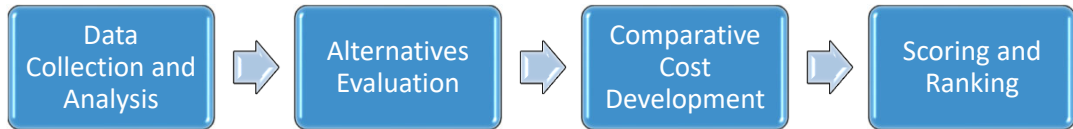


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4

Approach



5



6

Alternative Evaluation Criteria

	Evaluation Criteria	Weight
Cost	Comparative Cost	25%
Non-Cost	Operational Flexibility	25%
	Additional Capacity Gained	20%
	Impacts on Water Quality	10%
	Regulatory Impacts and/or Benefits	10%
	Maintenance Requirements	5%
	Ease of Implementation/Constructability	3%
	Site Impacts & Expandability	2%
	Total	100%



7

Ranking

Rank	Alternative	Description	Score	Additional Capacity
1	10	New treatment train w/plate settlers and membrane filters	83.2	24+ MGD
2	9	New treatment train w/plate settlers and dual-media filters	76.0	24+ MGD
3	4A	Add plate settlers and membrane filtration to Plant 2	69.2	16 MGD
4	1*	Add 3 rd upflow clarifier to Plant 1	62.4	4.6 MGD
5	2A	Add plate settlers and more dual-media filtration to Plant 2	61.4	16 MGD
6	7*	Re-rate plants 3 and 4 from 12 to 14 MGD	61.1	4 MGD
7	8	New treatment train identical to Plants 3 and 4	59.8	24/28 MGD

* Stand Alone Project



8

Benefits of Top Ranked Alternative

- Can be constructed in phases with the need for additional capacity
- Can be designed with a high turn-down ratio
- Smaller footprint than Plants 3 and 4
- Membrane filtration addresses potential future regulatory requirements
- “Green field” construction minimizes impacts to existing operations



9

Next Steps

1. Finalize improvements required for top ranked alternatives
2. Complete capital cost estimates for budgeting



10



Questions



***PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
February 2, 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.

- 1. Master Water Supply Contract Revisions**
- 2. Exclusive Provider Customer Status**

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
February 2, 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.

1. Legislative Priorities Update

January 19, 2022 update is attached.

2. Authority Purchase of Project Prairie Pumping and Storage Facility

Closing on the Authority acquisition of the facilities and property was scheduled for January 25, 2022.

Peace River Manasota Regional Water Supply Authority
Legislative Priorities 2022
1/19/2022

Issue	Legislative/ Regulatory	Activity	
STATE			
<p>State Water Infrastructure Funding</p> <ul style="list-style-type: none"> • Support State funding for Authority water projects that strengthen resiliency of the regional system. • Support State funding for alternative water supply with priority given to regional projects. • Support funding of State trust funds established in existing statutes. <ul style="list-style-type: none"> ○ Water Protection and Sustainability Program; and ○ West-Central Florida Water Restoration Action Plan. 	Legislative	Submit project applications for State funding. Monitor and participate in legislative process	<p>\$40 million in Governor’s proposed budget for AWS Phase 3C Pipeline Appropriations Request</p> <ul style="list-style-type: none"> • HB 2525 by Representative Robinson <ul style="list-style-type: none"> ○ Approved by the House Agriculture & Natural Resources Appropriations Subcommittee on 1/13 • Senate LFIR #1306 by Senator Boyd <p>Reservoir Wetland Mitigation Appropriations Request</p> <ul style="list-style-type: none"> • HB 9117 by Leader Grant <ul style="list-style-type: none"> ○ Approved by the House Agriculture & Natural Resources Appropriations Subcommittee on 1/19 • Senate LFIR #1982 by Senator Gruters
<p>Monitor legislation that may be proposed resulting from the framework developed by the Florida Potable Reuse Commission.</p>	Legislative	Monitor legislative process	<p>HB 3719 by Representative Maggard</p> <ul style="list-style-type: none"> • One Water Florida Campaign - Phase II of the Recycled Water for Potable Purposed Education <ul style="list-style-type: none"> ○ Approved by the House Agriculture & Natural Resources Appropriations Subcommittee on 1/13 <p><i>No substantive legislation filed as of yet</i></p>
<p>Monitor legislation that may revise aquifer storage and recovery requirements and support any legislation that would benefit the Authority’s ASR program.</p>	Legislative	Monitor legislative process	<p><i>No legislation filed as of yet</i></p>

<p>Monitor legislation that sets or requires DEP to adopt rules setting maximum PFAS standards and remediation/liability requirements.</p>	<p>Legislative</p>	<p>Monitor legislative process</p>	<p>SB 7012 by Senate Environment and Natural Resources/HB 1151 by Representative Sirois</p> <ul style="list-style-type: none"> • Creates the 16 member PFAS Task Force within DEP that will develop recommendations on: <ul style="list-style-type: none"> • Enforceable regulatory standards for PFAS in drinking water, groundwater, and soil. • A mechanism for the identification and cleanup of contaminated areas. • How to address liability for contamination and financial responsibility for cleanup. • Appropriate methods and technologies, considering cost, for cleanup and treatment of PFAS contamination. • Funding sources and mechanisms for prioritizing the distribution of funds for cleanup and remediation of PFAS contamination. • Methods to manage waste containing PFAS to prevent possible release or discharge into the environment that could cause contamination of drinking water, groundwater, and soil. • Appropriate testing for and monitoring of PFAS in drinking water, groundwater, and soil to protect the public health and welfare. • Methods to eliminate workplace exposure in the manufacturing industry. • Must have its first meeting no later than October 1, 2022 and is dissolved in October 2026. • Must submit an annual report to the Governor and the Legislature, beginning October 1, 2023. <p><i>SB 7012 - Two remaining Senate Committee Referrals (approved by 1 committee to date)</i> <i>HB 1151 - Three House Committee Referrals (has not been heard)</i></p>
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<p>Monitor legislation that may implement Blue Green Algae Task Force or Stormwater Technical Advisory Committee recommendations.</p>	<p>Legislative</p>	<p>Monitor legislative process</p>	<p>SB 834 by Senator Brodeur/HB 421 by Representative Truenow</p> <ul style="list-style-type: none"> • Directs DEP to: <ul style="list-style-type: none"> • Procure technologies to physically remove algae, toxins, and nutrients from water bodies in the state. • Provide the best available technology and other resources for reduction and long-term cleanup of harmful algal blooms. • Develop a plan for emergency response action. • Requires DEP to give preference to technologies that reduce nitrates and toxins that foster harmful algal blooms, are scalable, and are proven to improve water quality in freshwater bodies. <p><i>SB 834 - Two remaining Senate Committee Referrals (approved by 1 committee to date)</i> <i>HB 421 - Three House Committee Referrals (has not been heard)</i></p> <p>SB 832 by Senator Stewart and HB 561 by Representative Goff-Marcil</p> <ul style="list-style-type: none"> • Requires owners of certain septic tanks to have the systems periodically inspected. • Requires DEP to administer the inspection program. • Provides the standards, procedures, and requirements of the program. • Authorizes rulemaking. • Requires new or revised BMAPs to include a list that identifies and prioritizes certain specified projects. <p><i>SB 832 - Three Senate Committee Referrals (approved by 1 committee to date)</i> <i>HB 561 - Three House Committee Referrals (has not been heard)</i></p>
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<p>Support confirmation of Southwest Florida Water Management District Governing Board Member appointments.</p>	<p>Legislative</p>	<p>Support Senate confirmations</p>	<p>Reappointment of Paul Jack Bispham and appointments of John E. Hall and William Hogarth were approved by the Senate Environment and Natural Resources Committee on 11/30/21</p> <p>Now in Senate Ethics and Elections Committee.</p>
<p>Monitor legislation that impacts how the Authority operates, including impacts to independent special districts.</p>	<p>Legislative Committee</p>	<p>Monitor process</p>	<p>SB 674 by Senator Cruz - Public Meetings During Declared States of Emergency</p> <ul style="list-style-type: none"> • Authorizes local governments to meet remotely by communications media technology during a declared emergency • Provides that quorum during an emergency includes members participating remotely <p><i>Three Senate Committee Referrals (has not been heard)</i> <i>No House Bill Companion filed</i></p>

			<p>SB 508 by Senator Diaz - Fiduciary Duty of Care for Appointed Public Officials and Executive Officers</p> <ul style="list-style-type: none"> • Provides that each appointed public official and executive officer owes a fiduciary duty of care to the governmental entity he or she serves and defines the elements of the duty of care. • Requires appointed public officials and executive officers to receive five hours of board governance training and specifies content for the required training and categories of authorized training providers. • Mandates that the appointment of an executive officer or general counsel be subject to approval by a majority vote of the governing body of the governmental entity. • Requires all legal counsel employed by a governmental entity to represent the legal interest of the governmental entity's governing board and not the interest of any individual or employee, unless directed by the board. <p><i>Three Senate Committee Referrals (has not been heard)</i> <i>No House Bill Companion filed as of yet</i></p> <p>Numerous bills regarding employment have filed.</p>
<p>Support acquisition by the State and SWFWMD of lands to enhance water management and supply.</p>	<p>Multiple Agencies</p>	<p>Participate in process</p>	<p><i>No legislation filed as of yet</i></p>

Monitor Florida’s implementation of Florida’s assumption of the Clean Water Act Section 404 Program.	Multiple Agencies	Monitor process	<i>No legislation filed as of yet</i>
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OTHER LEGISLATION BEING MONITORED

NET METERING

CS/SB 1024 by Senator Bradley and HB 741 by Representative McClure

- Requires the Florida Public Service Commission to set up a successor net metering program by adopting revised rules no later than January 1, 2023. The new rules are required to:
 - Ensure that public utility customers owning or leasing renewable generation pay the full cost of electric service and are not subsidized by the public utility’s general body of ratepayers
 - Ensure that all energy delivered by the public utility is purchased at the public utility’s applicable retail rate and that all energy delivered by customer-owned or -leased renewable generation to the public utility is credited to the customer at the public utility’s full avoided costs.
- Allows utilities to add in base facilities charges, electric grid access fees, monthly minimum bills, or other fixed charges to customers’ bills in order to ensure the utility recovers their cost of serving net metering customers.
- Exempts existing net metering customers who had their system operational before Jan. 1, 2023 would be grandfathered into their previous compensation rate for 10 more years.

CS/SB 1024 - Three Senate Committee Referrals (approved by 1 committee to date)

HB 741 - Three House Committee Referrals (has not been heard)

***PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
February 2, 2022***

**ROUTINE STATUS REPORTS
ITEM 1**

Hydrologic Conditions Report

MEMORANDUM

Project: Hydrologic Conditions Report

Date: January 19, 2022

TO: Mike Coates, Executive Director

Developed By: Samuel Stone, Land & Environmental Services Manager

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

Rainfall Conditions & Projections

Rainfall in the Peace River Basin for the past 12-months totaled 46.1 inches, 6.1-inches below the historical level of 52.2 inches. This data covers the 12-months through December 31, 2021 (see Table 1). Rainfall for the month of December, 2021 totaled 0.8 inch resulting in a level of 1.1 inches below the historical average rainfall of 1.9 inches.

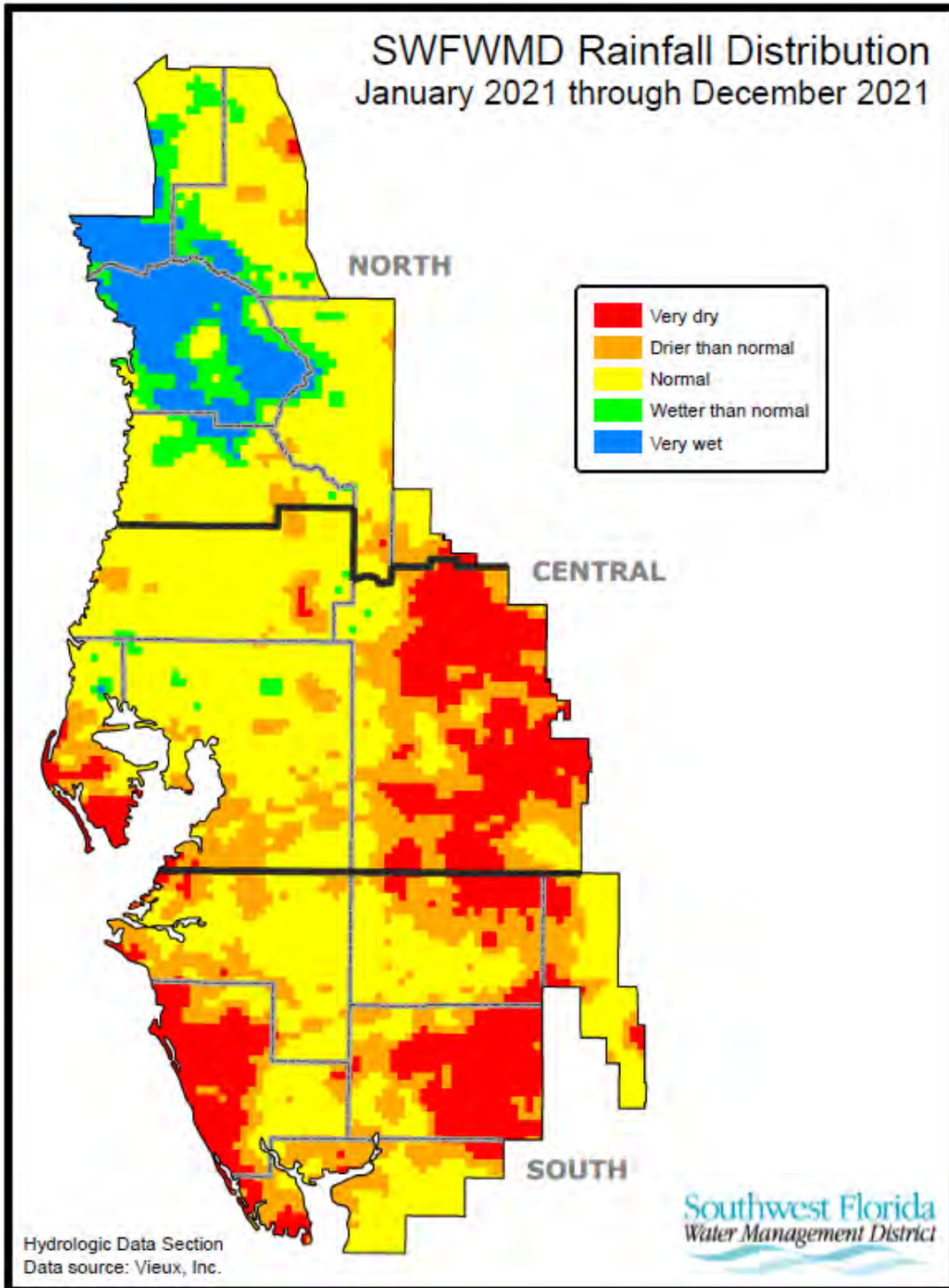
Region-wide rainfall conditions reported by SWFWMD for the 12-month period ending December, 2021 are shown in Figure 1 (this map is the most up-to-date map available). Data shown for the Authority's 4-county service area on Figure 1 indicates very dry conditions along the coast and inland region with normal rainfall conditions along the center of the 4 county service area. The Peace River Basin shows mostly very dry & dry conditions from Polk to Desoto counties over the last 12 months.

Projections for the next three months (January - March) from NOAA shows a likely 50% - 60% probability of higher temperatures with a likely 50% - 60 % probability of below-normal rainfall for southwest Florida. The NOAA extended forecast shows that a high probability of La Nina conditions will continue during the winter months (December – March) and suggests that weaker La Nina neutral conditions could be present in late Spring (April – June). La Nina conditions in the winter typically brings warmer temperature conditions and drier rainfall conditions to the Florida Peninsula.

Table 1 (Peace River Basin Rainfall - Inches)

Month	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	12 Mo Total
Historical Avg Rainfall	1.9	2.2	2.5	2.9	2.5	4.0	8.4	8.1	7.7	7.3	3.1	1.7	1.9	52.2
Actual Rainfall	2.3	0.3	3.6	0.5	3.7	0.6	7.0	9.4	6.3	7.8	1.6	3	0.8	46.1
Diff. Historical vs Actual	0.4	-1.9	1.2	-2.4	1.1	-3.3	-1.4	1.3	-1.4	0.5	-1.5	1.3	-1.1	-6.1

Figure 1 (SWFWMD Rainfall Conditions Map)



River Flow Conditions

The locations of two U.S. Geological Survey gages, one in the upper portion of the basin “Peace River at Fort Meade” and one in the lower portion “Peace River at Arcadia” are shown in Figure 2, and flow conditions at these gages are discussed below:

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

Figure 2 (Peace River Basin showing selected gage locations)



Figure 3 (Peace River Flow @ Fort Meade)

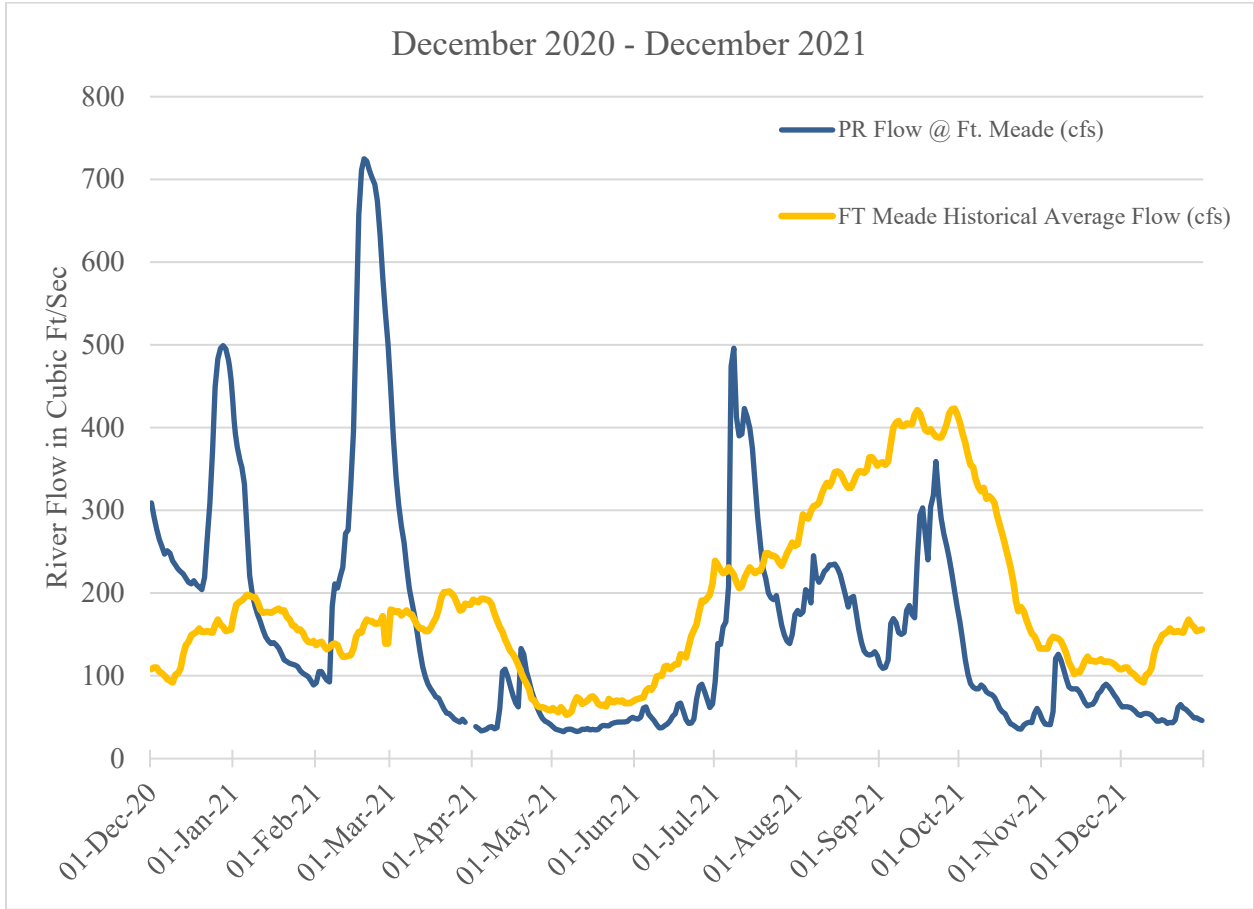
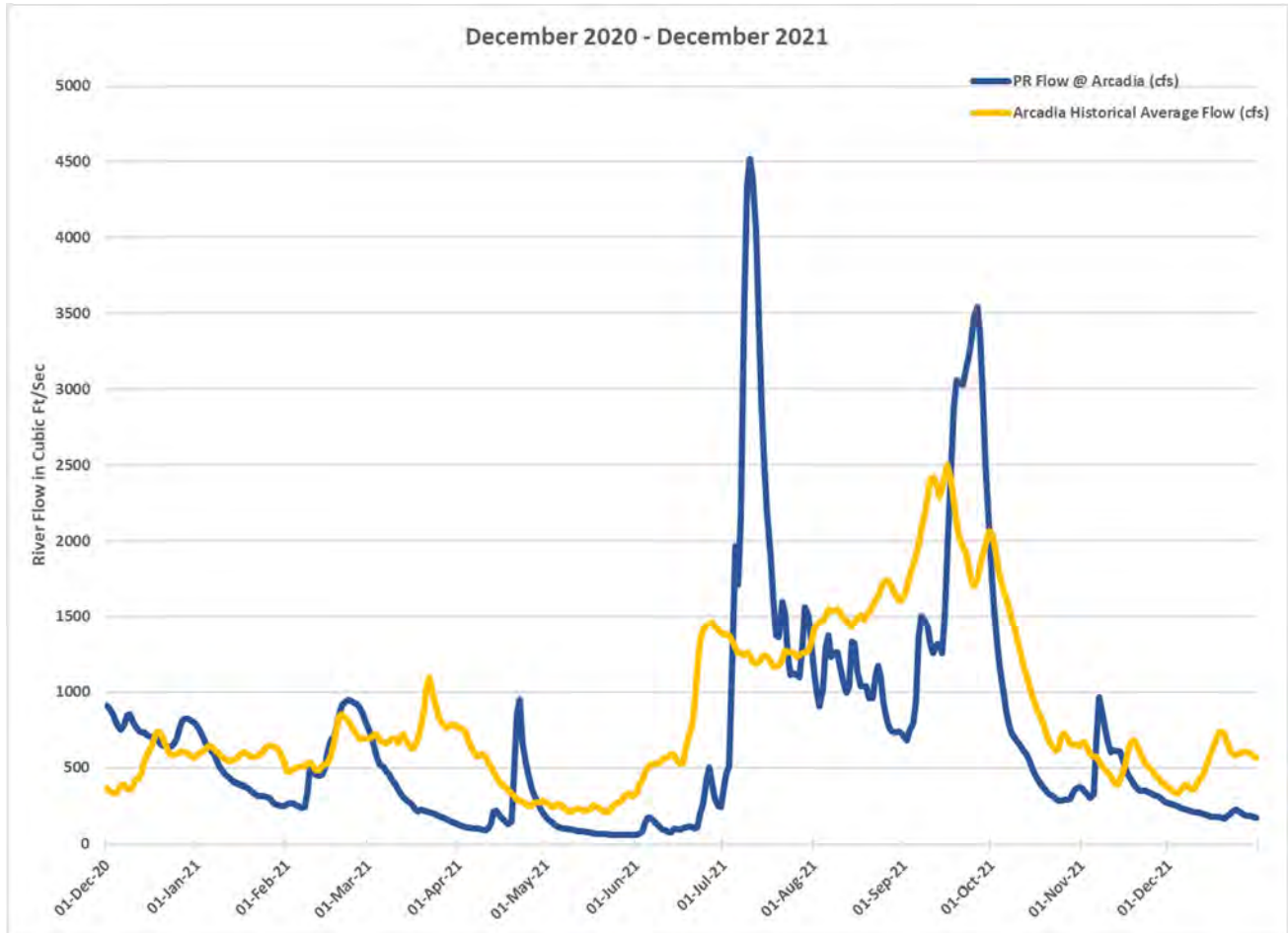


Figure 4 (Peace River Flow @ Arcadia)



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

Fig 5 shows river withdrawals by the PRF. Expected low river withdrawals occurred from the Peace River during May and June due to low rainfall and resulting low river flows. River flow improved in July and continued for August as expected. September lower river pumpage rates is not typical, however October – December returned to more typical conditions. Withdrawals for December 2021 continued with an average of 22.3 MGD, however December 2021 was 14.2 MGD lower than December 2020 at a rate of 36.5 MGD.

Figure 5 (PR Facility Withdrawals from Peace River)

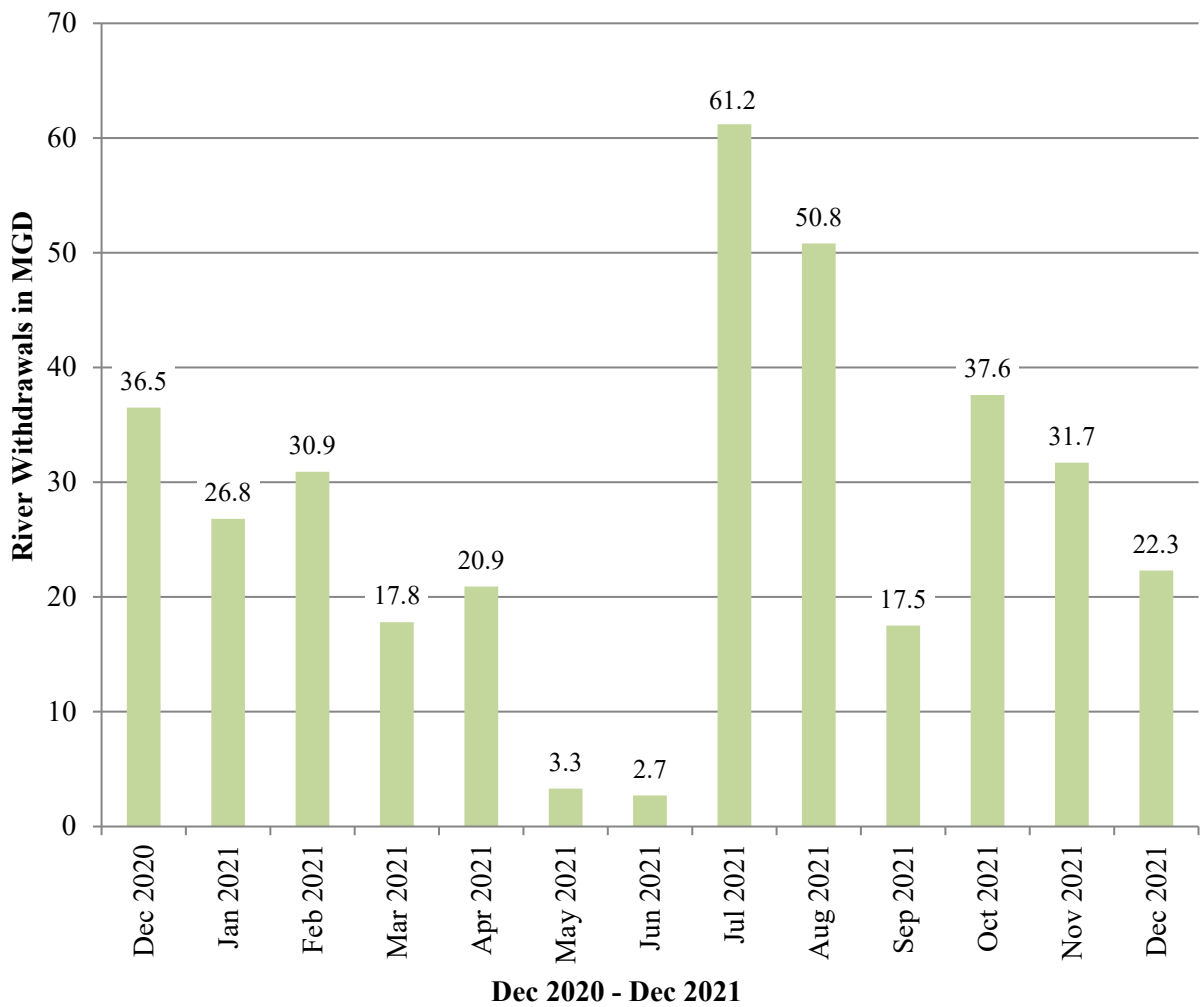
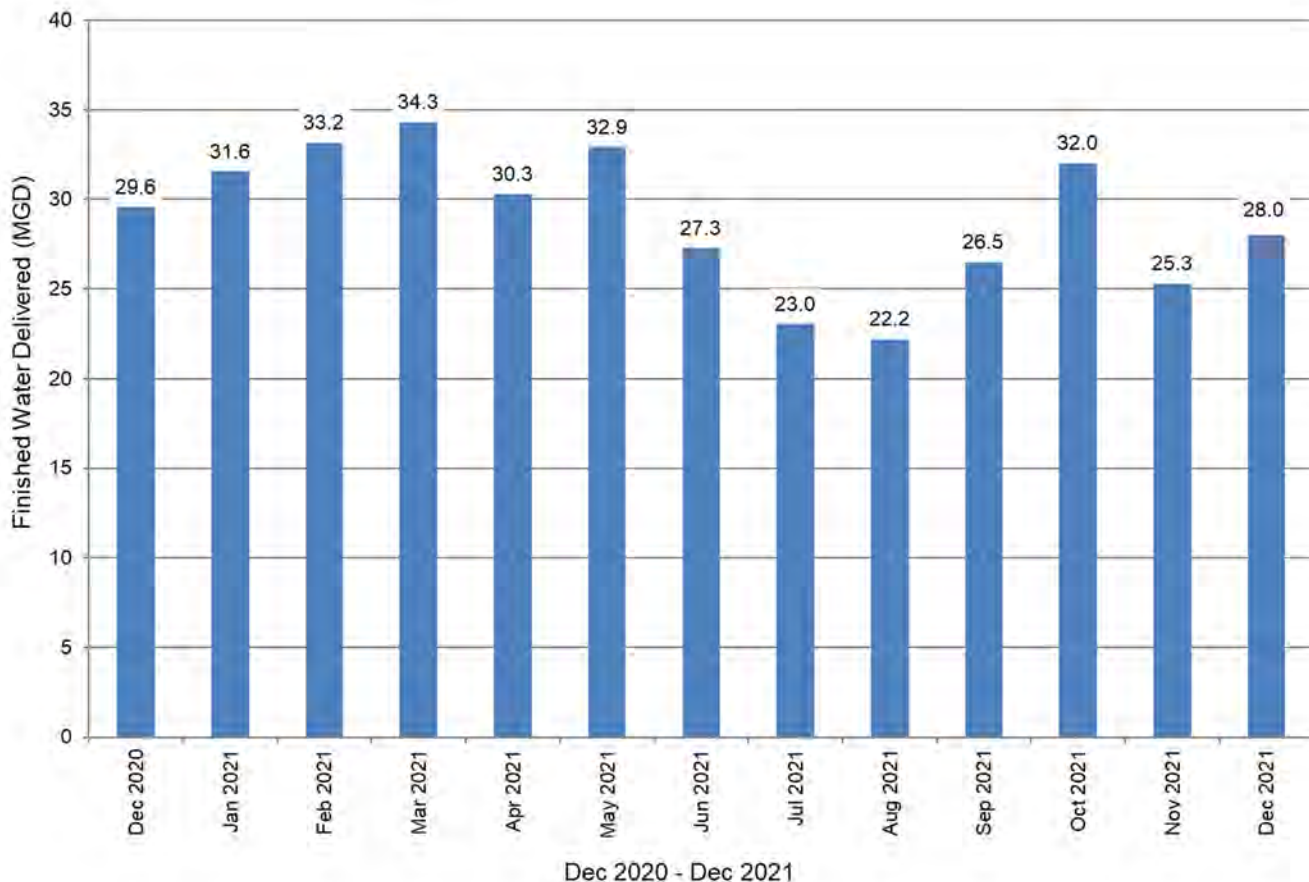


Figure 6 shows monthly finished water deliveries to Customers for the 13-month period ending December 2021. Finished water delivery to Customers during December 2021 averaged 28.0 MGD. This is about 1.6 MGD lower than deliveries in December 2020. This over all current decrease in public demand is primarily due to less maintenance and more water production by Customers at other treatment facilities, resulting in less water production needs from the Peace River Facility.

The routine exchange of water with the City of Punta Gorda is ongoing – with deliveries from the Region to the City south through the Phase 1 Pipeline on US 17 and return of flow from the City to the region north through the Phase 1A Pipeline. The exchange of water through regional pipelines maintains these facilities in a “ready-to-serve” condition at all times.

Figure 6 (Peace River Facility Deliveries to Customers)



Stored Supplies at the PRF

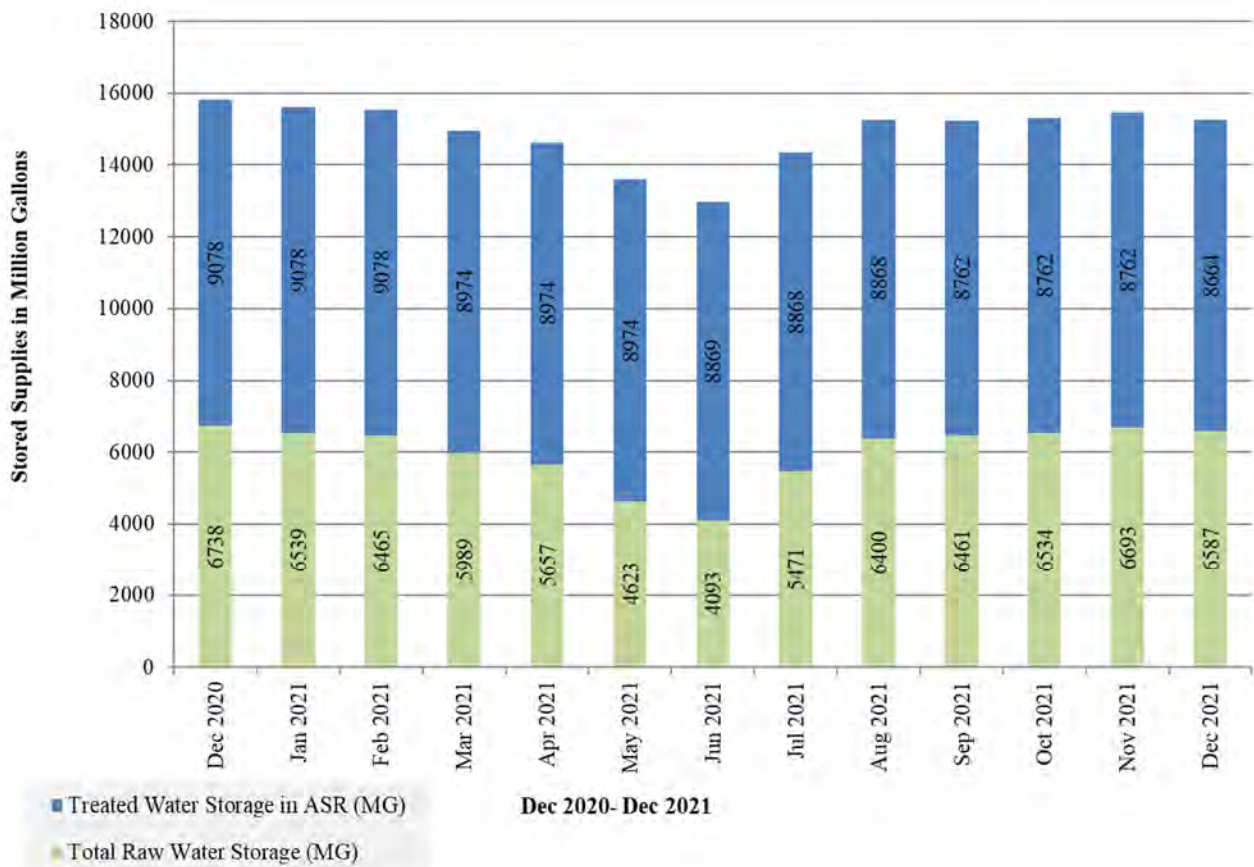
The Authority maintains two large capacity off-stream storage systems at the PRF. The primary storage is raw river water stored in Reservoir No. 1 and No. 2. When flow in the River is high enough, a small percentage of that flow is harvested at the Authority’s river intake pumping facility on the Peace River and stored in Reservoirs 1 and 2. This storage is expected to decline in stored water levels during March- June and is designed to be completely refilled each wet season. Total annual raw-water storage capacity is expected to vary with changes in seasonal rainfall and resulting river flows. During the hurricane season the permitted total raw water storage capacity is 6.5 billion gallons (BG). Outside of hurricane season, additional water can be safely stored to a level of 6.8 BG. **Actual raw water stored as of December 2021 totaled about 6.5 BG.**

The secondary storage at the PRF is treated water stored in the Aquifer Storage and Recovery (ASR) system. While the original design capacity of the ASR system was approximately 6.3 BG, a much greater volume can actually be stored in this system. Because this supply must be fully treated to drinking water standards before storage, it can’t be stored as rapidly as water in the raw-water reservoirs. Filling ASR storage is done incrementally each year during the wet season as excess treatment capacity (with lower public demand) and hydrologic conditions allow. The ASR system is recharged with fully treated drinking water produced by the water treatment facility.

Water recovered from ASR during the dry season is discharged to the surface reservoir system and undergoes full treatment again with the rest of the raw-water stream before delivery to Authority Customers. The ASR system in December was in a short period of test recovery – which means water is being pumped or recovered from storage in ASR. **Treated water stored in ASR as of December 2021 totaled about 8.6 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 December 2021 was about 15.2 BG.** This is about 0.6 BG lower than total storage in December 2020.

Figure 7 (Stored Water Supplies)



***PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
February 2, 2022***

**ROUTINE STATUS REPORTS
ITEM 2**

Check Registers for November and December 2021

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
CHECK REGISTER: NOVEMBER & DECEMBER 2021**

PUBLIC FUNDS INTEREST CHECKING (PNC)

Date	Document Number	Payee Name / Description	Amount
11/04/2021		QuickBooks Payroll Service	\$ 96,348.99
11/05/2021	39307	AMAZON	\$ 1,987.60
11/05/2021	39308	DMS-FINANCIAL MGMT SERVICES	\$ 445.65
11/05/2021	39309	Ferguson Enterprises LLC #3326	\$ 1,010.46
11/05/2021	39310	FLORIDA POWER & LIGHT COMPANY	\$ 134,744.02
11/05/2021	39311	FW&PCOA	\$ 990.00
11/05/2021	39320	GOVERNMENT FINANCE OFFICERS ASSOC	\$ 150.00
11/05/2021	39312	HOME DEPOT	\$ 42.35
11/05/2021	39313	Manatee County Utilities Department	\$ 280.24
11/05/2021	39314	SAM'S CLUB	\$ 45.92
11/05/2021	39315	Sarasota- Manatee Human Resources Assoc.	\$ 75.00
11/05/2021	39316	SARASOTA TROPHY & AWARDS INC	\$ 1,924.45
11/05/2021	39317	SUPER T	\$ 173.25
11/05/2021	39318	THE SUN	\$ 167.31
11/05/2021	39319	TIRE KINGDOM	\$ 194.26
11/05/2021	ACH4272	AIR CENTERS-FLORIDA	\$ 9,594.66
11/05/2021	ACH4273	Air Mechanical & Service Corp	\$ 975.00
11/05/2021	ACH4274	AIRGAS SPECIALTY PRODUCTS	\$ 3,046.90
11/05/2021	ACH4275	ALLIED UNIVERSAL CORP	\$ 15,275.86
11/05/2021	ACH4276	ASWATHY WARRIER (V)	\$ 411.06
11/05/2021	ACH4277	BENCHMARK ENVIROANALYTICAL INC	\$ 1,138.50
11/05/2021	ACH4278	BLUSITE SOLUTIONS OF SOUTHWEST FLORIDA	\$ 343.48
11/05/2021	ACH4279	C & S CHEMICALS INC	\$ 83,149.03
11/05/2021	ACH4280	CarbPure Technologies LLC	\$ 48,190.00
11/05/2021	ACH4281	CED - Port Charlotte	\$ 1,238.07
11/05/2021	ACH4282	CENTURYLINK	\$ 356.00
11/05/2021	ACH4283	CenturyLink-6358	\$ 1,638.03
11/05/2021	ACH4284	CHARLOTTE COUNTY BD OF COMMISSIONER	\$ 105,368.71
11/05/2021	ACH4285	CHENANGO SUPPLY CO., INC.	\$ 43.20
11/05/2021	ACH4286	CINTAS	\$ 309.52
11/05/2021	ACH4287	Doug Morton (V)	\$ 336.02
11/05/2021	ACH4288	DSS Services LLC	\$ 960.00
11/05/2021	ACH4289	Fisher Scientific	\$ 158.30
11/05/2021	ACH4290	Hach Company	\$ 836.07
11/05/2021	ACH4291	JESSICA BENSON (V)	\$ 15.35
11/05/2021	ACH4292	KEETON'S OFFICE & ART SUPPLY	\$ 3,050.11
11/05/2021	ACH4293	M&M CONTRACTORS INC	\$ 4,897.60
11/05/2021	ACH4294	MANSON BOLVES DONALDSON VARN	\$ 18,585.50
11/05/2021	ACH4295	Mike Coates (v)	\$ 199.93
11/05/2021	ACH4296	MSC INDUSTRIAL SUPPLY CO	\$ 5,176.04
11/05/2021	ACH4297	Navitas Credit Corp	\$ 211.58
11/05/2021	ACH4298	PRO-CHEM INC	\$ 1,158.28
11/05/2021	ACH4299	REXEL USA Inc	\$ 180.56
11/05/2021	ACH4300	SARASOTA HERALD TRIBUNE	\$ 294.25
11/05/2021	ACH4301	ShredQuick, Inc.	\$ 129.00
11/05/2021	ACH4302	SUNSHINE ACE HARDWARE	\$ 347.34
11/05/2021	ACH4303	TSHEETS.COM LLC	\$ 2,592.00
11/05/2021	ACH4304	ULINE	\$ 344.08
11/05/2021	ACH4305	UNIVAR SOLUTIONS USA INC	\$ 24,463.60
11/05/2021	ACH4306	UPS	\$ 94.85
11/05/2021	ACH4307	USA Bluebook	\$ 2,172.05
11/05/2021	ADBT110521	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 444.75
11/05/2021	DT110521	United States Treasury	\$ 31,837.84
11/05/2021	dbt110521	Valic	\$ 8,506.37
11/18/2021		QuickBooks Payroll Service	\$ 96,521.90
11/19/2021	ADBT111921	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 444.75
11/19/2021	DBT111921	United States Treasury	\$ 31,980.96
11/19/2021	dbt111921	Valic	\$ 8,515.78
11/19/2021	39321	Apple Video & Photography Studio	\$ 1,495.00
11/19/2021	39322	BILL'S BOTTLED WATER SERVICE	\$ 32.25

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
CHECK REGISTER: NOVEMBER & DECEMBER 2021**

PUBLIC FUNDS INTEREST CHECKING (PNC)

Date	Document Number	Payee Name / Description	Amount
11/19/2021	39323	Braden River Utilities LLC	\$ 78.45
11/19/2021	39324	CHARLOTTE PLUMBING & BATH INC	\$ 255.00
11/19/2021	39325	D M CONSTRUCTION CORP	\$ 10,434.67
11/19/2021	39326	DESOTO AUTOMOTIVE ENTERPRISES INC	\$ 326.69
11/19/2021	39327	DEX IMAGING	\$ 10.00
11/19/2021	39328	HOME DEPOT	\$ 51.44
11/19/2021	39329	Ken Burton Jr Tax Collector	\$ 1,498.69
11/19/2021	39330	NaturZone Pest Control	\$ 142.80
11/19/2021	39331	QUALITY STARTER & ALT SER INC	\$ 111.45
11/19/2021	39332	SAM'S CLUB	\$ 579.93
11/19/2021	39333	SPECIALTY PARTS	\$ 127.75
11/19/2021	39334	The Daily Sun	\$ 13.92
11/19/2021	39335	THE SUN	\$ 68.64
11/19/2021	39336	U.S. BANK EQUIPMENT FINANCE	\$ 1,052.67
11/19/2021	39337	U.S. TENT RENTAL INC.	\$ 4,078.56
11/19/2021	39338	VERIZON WIRELESS	\$ 94.38
11/19/2021	39339	Waste Pro Bradenton/Sarasota	\$ 190.00
11/19/2021	39340	WOMACK SANITATION INC	\$ 750.00
11/19/2021	ACH4308	Adobe Systems Inc	\$ 5,993.88
11/19/2021	ACH4309	AIRGAS USA LLC	\$ 162.35
11/19/2021	ACH4310	ALLIED UNIVERSAL CORP	\$ 12,694.07
11/19/2021	ACH4311	BENCHMARK ENVIROANALYTICAL INC	\$ 2,880.00
11/19/2021	ACH4312	BLUSITE SOLUTIONS OF SOUTHWEST FLORIDA	\$ 1,218.70
11/19/2021	ACH4313	C & S CHEMICALS INC	\$ 37,548.83
11/19/2021	ACH4314	CarbPure Technologies LLC	\$ 47,763.40
11/19/2021	ACH4315	CED - Port Charlotte	\$ 11,975.91
11/19/2021	ACH4316	Centurylink 3363	\$ 139.63
11/19/2021	ACH4317	COLE-PARMER INSTRUMENT CO	\$ 130.48
11/19/2021	ACH4318	Commercial Fire & Communications	\$ 250.00
11/19/2021	ACH4319	CORONADO LAWN SERVICE OF FL	\$ 4,767.50
11/19/2021	ACH4320	Daniel J Roberts (V)	\$ 292.51
11/19/2021	ACH4321	DESOTO COUNTY (V)	\$ 66,333.33
11/19/2021	ACH4322	DSS Services LLC	\$ 1,520.00
11/19/2021	ACH4323	EARTH BALANCE	\$ 28,514.98
11/19/2021	ACH4324	Fisher Scientific	\$ 981.90
11/19/2021	ACH4325	Fluid Systems & Controls Inc	\$ 2,528.40
11/19/2021	ACH4326	FRONTIER COMMUNICATIONS	\$ 240.98
11/19/2021	ACH4327	Hach Company	\$ 4,292.06
11/19/2021	ACH4328	Hostetler Irrigation Inc	\$ 98.70
11/19/2021	ACH4329	IDEXX DISTRIBUTION INC	\$ 1,129.49
11/19/2021	ACH4330	J H HAM ENGINEERING INC	\$ 1,698.40
11/19/2021	ACH4331	JAN-PRO CLEANING SYSTEMS OF SW FLORIDA	\$ 297.50
11/19/2021	ACH4332	JAN-PRO OF MANASOTA	\$ 115.00
11/19/2021	ACH4333	JANICKI ENVIRONMENTAL INC	\$ 23,872.00
11/19/2021	ACH4334	JESSICA BENSON (V)	\$ 31.52
11/19/2021	ACH4335	JOHNSON ENGINEERING INC	\$ 885.00
11/19/2021	ACH4336	KEETON'S OFFICE & ART SUPPLY	\$ 749.46
11/19/2021	ACH4337	METTLER-TOLEDO, LLC	\$ 413.31
11/19/2021	ACH4338	MOCK ENGINEERING INC	\$ 515.00
11/19/2021	ACH4339	MSC INDUSTRIAL SUPPLY CO	\$ 630.58
11/19/2021	ACH4340	Navitas Credit Corp	\$ 211.58
11/19/2021	ACH4341	Palm Printing	\$ 1,040.00
11/19/2021	ACH4342	Poole & Kent Company of Florida	\$ 274,143.69
11/19/2021	ACH4343	SAMUEL STONE	\$ 335.64
11/19/2021	ACH4344	SARASOTA HERALD TRIBUNE	\$ 110.00
11/19/2021	ACH4345	SHALINA ODEGARD	\$ 342.56
11/19/2021	ACH4346	SUNSHINE ACE HARDWARE	\$ 74.50
11/19/2021	ACH4347	SUNSHINE STATE ONE CALL OF FL INC	\$ 57.98
11/19/2021	ACH4348	TRULY NOLEN BRANCH 079	\$ 275.00
11/19/2021	ACH4349	UNIVAR SOLUTIONS USA INC	\$ 21,523.45

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
CHECK REGISTER: NOVEMBER & DECEMBER 2021**

PUBLIC FUNDS INTEREST CHECKING (PNC)

Date	Document Number	Payee Name / Description	Amount
11/19/2021	ACH4350	UPS	\$ 175.89
11/19/2021	ACH4351	VOYAGER FLEET SYSTEMS INC	\$ 4,314.47
11/23/2021	ACH11232021	PNC Bank	\$ 6,314.19
11/30/2021	DBT113021	FLORIDA DIVISION OF RETIREMENT	\$ 43,576.57
12/02/2021		QuickBooks Payroll Service	\$ 136,243.75
12/03/2021	39341	AMAZON	\$ 1,195.67
12/03/2021	39342	CHARLOTTE HARBOR NTL ESTUARY PRGRM	\$ 3,500.00
12/03/2021	39343	DAVID CANNON WELL DRILLING, INC.	\$ 4,763.82
12/03/2021	39344	DESOTO AUTOMOTIVE ENTERPRISES INC	\$ 2,031.07
12/03/2021	39345	DMS-FINANCIAL MGMT SERVICES	\$ 445.65
12/03/2021	39346	Ferguson Enterprises LLC #3326	\$ 706.73
12/03/2021	39347	FLORIDA POWER & LIGHT COMPANY	\$ 147,616.61
12/03/2021	39348	GRAINGER	\$ 1,310.20
12/03/2021	39349	HOME DEPOT	\$ 9.96
12/03/2021	39350	Locher Environmental LLC	\$ 6,600.00
12/03/2021	ACH4352	AIR CENTERS-FLORIDA	\$ 2,900.06
12/03/2021	ACH4353	Air Mechanical & Service Corp	\$ 4,542.00
12/03/2021	ACH4354	AIRGAS SPECIALTY PRODUCTS	\$ 3,080.85
12/03/2021	ACH4355	ALLIED UNIVERSAL CORP	\$ 10,179.56
12/03/2021	ACH4356	ANIXTER INC.	\$ 1,451.42
12/03/2021	ACH4357	BLACK & VEATCH	\$ 45,271.90
12/03/2021	ACH4358	C & S CHEMICALS INC	\$ 20,239.54
12/03/2021	ACH4359	CarbPure Technologies LLC	\$ 24,537.40
12/03/2021	ACH4360	CEC Controls Company Inc.	\$ 7,000.00
12/03/2021	ACH4361	CENTURYLINK	\$ 356.00
12/03/2021	ACH4362	CenturyLink-6358	\$ 1,638.03
12/03/2021	ACH4363	CHENANGO SUPPLY CO., INC.	\$ 83.86
12/03/2021	ACH4364	CINTAS FIRE 636525	\$ 547.00
12/03/2021	ACH4365	Cummins Power South	\$ 1,548.32
12/03/2021	ACH4366	DSS Services LLC	\$ 900.00
12/03/2021	ACH4367	Fisher Scientific	\$ 388.88
12/03/2021	ACH4368	FORD RITZ (V)	\$ 424.00
12/03/2021	ACH4369	Hach Company	\$ 29,431.71
12/03/2021	ACH4370	HVMI LLC	\$ 23,909.90
12/03/2021	ACH4371	J H HAM ENGINEERING INC	\$ 86,112.63
12/03/2021	ACH4372	KEETON'S OFFICE & ART SUPPLY	\$ 31.13
12/03/2021	ACH4373	KIMLEY-HORN AND ASSOCIATES INC	\$ 28,129.00
12/03/2021	ACH4374	Palm Printing	\$ 195.00
12/03/2021	ACH4375	PROGRESSIVE WATER RESOURCES LLC	\$ 17,282.50
12/03/2021	ACH4376	Rachel V Kersten (V)	\$ 54.55
12/03/2021	ACH4377	REXEL USA Inc	\$ 6,490.28
12/03/2021	ACH4378	STANTEC CONSULTING SERVICES	\$ 4,446.31
12/03/2021	ACH4379	TAMPA ARMATURE WORKS INC	\$ 1,971.00
12/03/2021	ACH4380	UNIVAR SOLUTIONS USA INC	\$ 12,578.94
12/03/2021	ACH4381	USA Bluebook	\$ 1,155.29
12/03/2021	ACH4382	Vanguard Cleaning Systems of SW Florida	\$ 1,200.00
12/03/2021	ADBT120221	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 444.75
12/03/2021	DBT120221	United States Treasury	\$ 49,389.74
12/03/2021	dbt120221	Valic	\$ 9,675.06
12/16/2021		QuickBooks Payroll Service	\$ 103,662.07
12/17/2021	39351	BILL'S BOTTLED WATER SERVICE	\$ 16.50
12/17/2021	39352	D M CONSTRUCTION CORP	\$ 9,731.06
12/17/2021	39353	DESOTO AUTOMOTIVE ENTERPRISES INC	\$ 1,905.82
12/17/2021	39354	DESOTO COUNTY WATER UTILITY	\$ 1,606.59
12/17/2021	39355	GRAINGER	\$ 1,887.06
12/17/2021	39356	HOME DEPOT	\$ 497.27
12/17/2021	39357	MANATEE CHAMBER OF COMMERCE	\$ 830.00
12/17/2021	39358	Manatee County Utilities Department	\$ 228.20
12/17/2021	39359	NaturZone Pest Control	\$ 79.80
12/17/2021	39360	SAM'S CLUB	\$ 111.51

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12/17/2021	39361	SMITH RANCH & GARDEN INC	\$ 833.00
12/17/2021	39362	THE SUN	\$ 54.34
12/17/2021	39363	TRACTOR SUPPLY COMPANY CREDIT PLAN	\$ 600.17
12/17/2021	39364	TRULY NOLEN OF AMERICA	\$ 375.00
12/17/2021	39365	U.S. BANK EQUIPMENT FINANCE	\$ 1,530.58
12/17/2021	39366	Waste Pro Bradenton/Sarasota	\$ 190.00
12/17/2021	39367	WOMACK SANITATION INC	\$ 750.00
12/17/2021	ACH4383	ADVANTAGE CARE INC.	\$ 40.00
12/17/2021	ACH4384	Air Mechanical & Service Corp	\$ 234.00
12/17/2021	ACH4385	AIRGAS USA LLC	\$ 158.50
12/17/2021	ACH4386	ALLIED ELECTRONICS INC	\$ 792.03
12/17/2021	ACH4387	ALLIED UNIVERSAL CORP	\$ 18,146.79
12/17/2021	ACH4388	ASRUS LLC	\$ 3,000.00
12/17/2021	ACH4389	BENCHMARK ENVIROANALYTICAL INC	\$ 987.50
12/17/2021	ACH4390	BLACK & VEATCH	\$ 2,877.41
12/17/2021	ACH4391	C & S CHEMICALS INC	\$ 75,515.08
12/17/2021	ACH4392	CarbPure Technologies LLC	\$ 25,264.20
12/17/2021	ACH4393	CEC Controls Company Inc.	\$ 2,711.00
12/17/2021	ACH4394	CED - Port Charlotte	\$ 10,266.73
12/17/2021	ACH4395	Centurylink 3363	\$ 139.63
12/17/2021	ACH4396	CHARLOTTE COUNTY BD OF COMMISSIONER	\$ 106,921.39
12/17/2021	ACH4397	CHENANGO SUPPLY CO., INC.	\$ 73.20
12/17/2021	ACH4398	CINTAS	\$ 373.03
12/17/2021	ACH4399	CINTAS FIRE 636525	\$ 570.00
12/17/2021	ACH4400	COLE-PARMER INSTRUMENT CO	\$ 59.20
12/17/2021	ACH4401	Commercial Fire & Communications	\$ 288.00
12/17/2021	ACH4402	CORONADO LAWN SERVICE OF FL	\$ 6,026.00
12/17/2021	ACH4403	DESOTO COUNTY (V)	\$ 66,333.33
12/17/2021	ACH4404	DONALD MORTON (V)	\$ 108.25
12/17/2021	ACH4405	Electrical Engineering Enterprise Inc	\$ 3,722.50
12/17/2021	ACH4406	Environmental Science Associates	\$ 1,470.00
12/17/2021	ACH4407	Evergreen Solutions, LLC	\$ 6,500.00
12/17/2021	ACH4408	FEL-FT MYERS WATERWORKS	\$ 3,705.74
12/17/2021	ACH4409	Fisher Scientific	\$ 900.48
12/17/2021	ACH4410	Flotech INC	\$ 1,281.96
12/17/2021	ACH4411	FRONTIER COMMUNICATIONS	\$ 888.06
12/17/2021	ACH4412	Hach Company	\$ 2,158.70
12/17/2021	ACH4413	HDR ENGINEERING INC	\$ 68,564.99
12/17/2021	ACH4414	J H HAM ENGINEERING INC	\$ 12,461.63
12/17/2021	ACH4415	JANICKI ENVIRONMENTAL INC	\$ 23,872.00
12/17/2021	ACH4416	JOHNSON ENGINEERING INC	\$ 380.00
12/17/2021	ACH4417	KEETON'S OFFICE & ART SUPPLY	\$ 1,141.64
12/17/2021	ACH4418	KING ENGINEERING ASSOCIATES INC	\$ 19,419.09
12/17/2021	ACH4419	MANSON BOLVES DONALDSON VARN	\$ 31,889.50
12/17/2021	ACH4420	Matt's Lawn Service	\$ 675.00
12/17/2021	ACH4421	MSC INDUSTRIAL SUPPLY CO	\$ 2,383.87
12/17/2021	ACH4422	Navitas Credit Corp	\$ 211.58
12/17/2021	ACH4423	PMC ENGINEERING LLC	\$ 3,159.46
12/17/2021	ACH4424	PRO-CHEM INC	\$ 544.60
12/17/2021	ACH4425	PUBLIC RISK INSURANCE AGENCY	\$ 1,352.00
12/17/2021	ACH4426	REXEL USA Inc	\$ 4,646.57
12/17/2021	ACH4427	SAMUEL STONE	\$ 246.76
12/17/2021	ACH4428	SARASOTA HERALD TRIBUNE	\$ 96.25
12/17/2021	ACH4429	Shawn Lewis (V)	\$ 108.25
12/17/2021	ACH4430	SUNSHINE ACE HARDWARE	\$ 556.39
12/17/2021	ACH4431	SUNSHINE STATE ONE CALL OF FL INC	\$ 57.98
12/17/2021	ACH4432	THE BANK OF NEW YORK MELLON	\$ 750.00
12/17/2021	ACH4433	THERMO ELECTRON NORTH AMERICA LLC	\$ 1,082.00
12/17/2021	ACH4434	Tim Grannell (V)	\$ 108.25
12/17/2021	ACH4435	UNIVAR SOLUTIONS USA INC	\$ 8,485.51

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Date	Document Number	Payee Name / Description	Amount
12/17/2021	ACH4436	UPS	\$ 119.36
12/17/2021	ACH4437	Vanguard Cleaning Systems of SW Florida	\$ 2,910.00
12/17/2021	ACH4438	VOYAGER FLEET SYSTEMS INC	\$ 3,867.27
12/17/2021	ACH4439	Wade Trim INC	\$ 16,821.85
12/17/2021	ACH4440	WEST COAST MOWING	\$ 8,946.00
12/17/2021	ADBT121721	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 444.75
12/17/2021	DBT121721	United States Treasury	\$ 36,392.74
12/17/2021	DBT12172021	Valic	\$ 8,930.19
12/30/2021		QuickBooks Payroll Service	\$ 99,224.64
12/30/2021	dbt123122	FLORIDA DIVISION OF RETIREMENT	\$ 76,857.37
12/31/2021	ADBT123121	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 444.75
12/31/2021	DBT123121	United States Treasury	\$ 32,248.12
12/31/2021	dbt123121	Valic	\$ 8,522.12
Total			<u>3,034,999.29</u>

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Date	Document Number	Payee Name / Description	Amount
11/19/2021	ACH4308	Adobe Systems Inc	\$ 5,993.88
12/17/2021	ACH4383	ADVANTAGE CARE INC.	\$ 40.00
11/05/2021	ACH4272	AIR CENTERS-FLORIDA	\$ 9,594.66
12/03/2021	ACH4352	AIR CENTERS-FLORIDA	\$ 2,900.06
11/05/2021	ACH4273	Air Mechanical & Service Corp	\$ 975.00
12/03/2021	ACH4353	Air Mechanical & Service Corp	\$ 4,542.00
12/17/2021	ACH4384	Air Mechanical & Service Corp	\$ 234.00
11/05/2021	ACH4274	AIRGAS SPECIALTY PRODUCTS	\$ 3,046.90
12/03/2021	ACH4354	AIRGAS SPECIALTY PRODUCTS	\$ 3,080.85
11/19/2021	ACH4309	AIRGAS USA LLC	\$ 162.35
12/17/2021	ACH4385	AIRGAS USA LLC	\$ 158.50
12/17/2021	ACH4386	ALLIED ELECTRONICS INC	\$ 792.03
11/05/2021	ACH4275	ALLIED UNIVERSAL CORP	\$ 15,275.86
11/19/2021	ACH4310	ALLIED UNIVERSAL CORP	\$ 12,694.07
12/03/2021	ACH4355	ALLIED UNIVERSAL CORP	\$ 10,179.56
12/17/2021	ACH4387	ALLIED UNIVERSAL CORP	\$ 18,146.79
11/05/2021	39307	AMAZON	\$ 1,987.60
12/03/2021	39341	AMAZON	\$ 1,195.67
12/03/2021	ACH4356	ANIXTER INC.	\$ 1,451.42
11/19/2021	39321	Apple Video & Photography Studio	\$ 1,495.00
12/17/2021	ACH4388	ASRUS LLC	\$ 3,000.00
11/05/2021	ACH4276	ASWATHY WARRIER (V)	\$ 411.06
11/05/2021	ACH4277	BENCHMARK ENVIROANALYTICAL INC	\$ 1,138.50
11/19/2021	ACH4311	BENCHMARK ENVIROANALYTICAL INC	\$ 2,880.00
12/17/2021	ACH4389	BENCHMARK ENVIROANALYTICAL INC	\$ 987.50
11/19/2021	39322	BILL'S BOTTLED WATER SERVICE	\$ 32.25
12/17/2021	39351	BILL'S BOTTLED WATER SERVICE	\$ 16.50
12/03/2021	ACH4357	BLACK & VEATCH	\$ 45,271.90
12/17/2021	ACH4390	BLACK & VEATCH	\$ 2,877.41
11/05/2021	ACH4278	BLUSITE SOLUTIONS OF SOUTHWEST FLORIDA	\$ 343.48
11/19/2021	ACH4312	BLUSITE SOLUTIONS OF SOUTHWEST FLORIDA	\$ 1,218.70
11/19/2021	39323	Braden River Utilities LLC	\$ 78.45
11/05/2021	ACH4279	C & S CHEMICALS INC	\$ 83,149.03
11/19/2021	ACH4313	C & S CHEMICALS INC	\$ 37,548.83
12/03/2021	ACH4358	C & S CHEMICALS INC	\$ 20,239.54
12/17/2021	ACH4391	C & S CHEMICALS INC	\$ 75,515.08
11/05/2021	ACH4280	CarbPure Technologies LLC	\$ 48,190.00
11/19/2021	ACH4314	CarbPure Technologies LLC	\$ 47,763.40
12/03/2021	ACH4359	CarbPure Technologies LLC	\$ 24,537.40
12/17/2021	ACH4392	CarbPure Technologies LLC	\$ 25,264.20
12/03/2021	ACH4360	CEC Controls Company Inc.	\$ 7,000.00
12/17/2021	ACH4393	CEC Controls Company Inc.	\$ 2,711.00
11/05/2021	ACH4281	CED - Port Charlotte	\$ 1,238.07
11/19/2021	ACH4315	CED - Port Charlotte	\$ 11,975.91
12/17/2021	ACH4394	CED - Port Charlotte	\$ 10,266.73
11/05/2021	ACH4282	CENTURYLINK	\$ 356.00
12/03/2021	ACH4361	CENTURYLINK	\$ 356.00
11/19/2021	ACH4316	Centurylink 3363	\$ 139.63
12/17/2021	ACH4395	Centurylink 3363	\$ 139.63
11/05/2021	ACH4283	CenturyLink-6358	\$ 1,638.03
12/03/2021	ACH4362	CenturyLink-6358	\$ 1,638.03
11/05/2021	ACH4284	CHARLOTTE COUNTY BD OF COMMISSIONER	\$ 105,368.71
12/17/2021	ACH4396	CHARLOTTE COUNTY BD OF COMMISSIONER	\$ 106,921.39
12/03/2021	39342	CHARLOTTE HARBOR NTL ESTUARY PRGRM	\$ 3,500.00
11/19/2021	39324	CHARLOTTE PLUMBING & BATH INC	\$ 255.00
11/05/2021	ACH4285	CHENANGO SUPPLY CO., INC.	\$ 43.20
12/03/2021	ACH4363	CHENANGO SUPPLY CO., INC.	\$ 83.86
12/17/2021	ACH4397	CHENANGO SUPPLY CO., INC.	\$ 73.20
11/05/2021	ACH4286	CINTAS	\$ 309.52
12/17/2021	ACH4398	CINTAS	\$ 373.03

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12/03/2021	ACH4364	CINTAS FIRE 636525	\$ 547.00
12/17/2021	ACH4399	CINTAS FIRE 636525	\$ 570.00
11/19/2021	ACH4317	COLE-PARMER INSTRUMENT CO	\$ 130.48
12/17/2021	ACH4400	COLE-PARMER INSTRUMENT CO	\$ 59.20
11/19/2021	ACH4318	Commercial Fire & Communications	\$ 250.00
12/17/2021	ACH4401	Commercial Fire & Communications	\$ 288.00
11/19/2021	ACH4319	CORONADO LAWN SERVICE OF FL	\$ 4,767.50
12/17/2021	ACH4402	CORONADO LAWN SERVICE OF FL	\$ 6,026.00
12/03/2021	ACH4365	Cummins Power South	\$ 1,548.32
11/19/2021	39325	D M CONSTRUCTION CORP	\$ 10,434.67
12/17/2021	39352	D M CONSTRUCTION CORP	\$ 9,731.06
11/19/2021	ACH4320	Daniel J Roberts (V)	\$ 292.51
12/03/2021	39343	DAVID CANNON WELL DRILLING, INC.	\$ 4,763.82
11/19/2021	39326	DESOTO AUTOMOTIVE ENTERPRISES INC	\$ 326.69
12/03/2021	39344	DESOTO AUTOMOTIVE ENTERPRISES INC	\$ 2,031.07
12/17/2021	39353	DESOTO AUTOMOTIVE ENTERPRISES INC	\$ 1,905.82
11/19/2021	ACH4321	DESOTO COUNTY (V)	\$ 66,333.33
12/17/2021	ACH4403	DESOTO COUNTY (V)	\$ 66,333.33
12/17/2021	39354	DESOTO COUNTY WATER UTILITY	\$ 1,606.59
11/19/2021	39327	DEX IMAGING	\$ 10.00
11/05/2021	39308	DMS-FINANCIAL MGMT SERVICES	\$ 445.65
12/03/2021	39345	DMS-FINANCIAL MGMT SERVICES	\$ 445.65
12/17/2021	ACH4404	DONALD MORTON (V)	\$ 108.25
11/05/2021	ACH4287	Doug Morton (V)	\$ 336.02
11/05/2021	ACH4288	DSS Services LLC	\$ 960.00
11/19/2021	ACH4322	DSS Services LLC	\$ 1,520.00
12/03/2021	ACH4366	DSS Services LLC	\$ 900.00
11/19/2021	ACH4323	EARTH BALANCE	\$ 28,514.98
12/17/2021	ACH4405	Electrical Engineering Enterprise Inc	\$ 3,722.50
12/17/2021	ACH4406	Environmental Science Associates	\$ 1,470.00
12/17/2021	ACH4407	Evergreen Solutions, LLC	\$ 6,500.00
12/17/2021	ACH4408	FEL-FT MYERS WATERWORKS	\$ 3,705.74
11/05/2021	39309	Ferguson Enterprises LLC #3326	\$ 1,010.46
12/03/2021	39346	Ferguson Enterprises LLC #3326	\$ 706.73
11/05/2021	ACH4289	Fisher Scientific	\$ 158.30
11/19/2021	ACH4324	Fisher Scientific	\$ 981.90
12/03/2021	ACH4367	Fisher Scientific	\$ 388.88
12/17/2021	ACH4409	Fisher Scientific	\$ 900.48
11/30/2021	DBT113021	FLORIDA DIVISION OF RETIREMENT	\$ 43,576.57
12/30/2021	dbt123122	FLORIDA DIVISION OF RETIREMENT	\$ 76,857.37
11/05/2021	39310	FLORIDA POWER & LIGHT COMPANY	\$ 134,744.02
12/03/2021	39347	FLORIDA POWER & LIGHT COMPANY	\$ 147,616.61
12/17/2021	ACH4410	Flotech INC	\$ 1,281.96
11/19/2021	ACH4325	Fluid Systems & Controls Inc	\$ 2,528.40
12/03/2021	ACH4368	FORD RITZ (V)	\$ 424.00
11/19/2021	ACH4326	FRONTIER COMMUNICATIONS	\$ 240.98
12/17/2021	ACH4411	FRONTIER COMMUNICATIONS	\$ 888.06
11/05/2021	39311	FW&PCOA	\$ 990.00
11/05/2021	39320	GOVERNMENT FINANCE OFFICERS ASSOC	\$ 150.00
12/03/2021	39348	GRAINGER	\$ 1,310.20
12/17/2021	39355	GRAINGER	\$ 1,887.06
11/05/2021	ACH4290	Hach Company	\$ 836.07
11/19/2021	ACH4327	Hach Company	\$ 4,292.06
12/03/2021	ACH4369	Hach Company	\$ 29,431.71
12/17/2021	ACH4412	Hach Company	\$ 2,158.70
12/17/2021	ACH4413	HDR ENGINEERING INC	\$ 68,564.99
11/05/2021	39312	HOME DEPOT	\$ 42.35
11/19/2021	39328	HOME DEPOT	\$ 51.44
12/03/2021	39349	HOME DEPOT	\$ 9.96
12/17/2021	39356	HOME DEPOT	\$ 497.27

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11/19/2021	ACH4328	Hostetler Irrigation Inc	\$ 98.70
12/03/2021	ACH4370	HVMI LLC	\$ 23,909.90
11/19/2021	ACH4329	IDEXX DISTRIBUTION INC	\$ 1,129.49
11/19/2021	ACH4330	J H HAM ENGINEERING INC	\$ 1,698.40
12/03/2021	ACH4371	J H HAM ENGINEERING INC	\$ 86,112.63
12/17/2021	ACH4414	J H HAM ENGINEERING INC	\$ 12,461.63
11/19/2021	ACH4333	JANICKI ENVIRONMENTAL INC	\$ 23,872.00
12/17/2021	ACH4415	JANICKI ENVIRONMENTAL INC	\$ 23,872.00
11/19/2021	ACH4331	JAN-PRO CLEANING SYSTEMS OF SW FLORIDA	\$ 297.50
11/19/2021	ACH4332	JAN-PRO OF MANASOTA	\$ 115.00
11/05/2021	ACH4291	JESSICA BENSON (V)	\$ 15.35
11/19/2021	ACH4334	JESSICA BENSON (V)	\$ 31.52
11/19/2021	ACH4335	JOHNSON ENGINEERING INC	\$ 885.00
12/17/2021	ACH4416	JOHNSON ENGINEERING INC	\$ 380.00
11/05/2021	ACH4292	KEETON'S OFFICE & ART SUPPLY	\$ 3,050.11
11/19/2021	ACH4336	KEETON'S OFFICE & ART SUPPLY	\$ 749.46
12/03/2021	ACH4372	KEETON'S OFFICE & ART SUPPLY	\$ 31.13
12/17/2021	ACH4417	KEETON'S OFFICE & ART SUPPLY	\$ 1,141.64
11/19/2021	39329	Ken Burton Jr Tax Collector	\$ 1,498.69
12/03/2021	ACH4373	KIMLEY-HORN AND ASSOCIATES INC	\$ 28,129.00
12/17/2021	ACH4418	KING ENGINEERING ASSOCIATES INC	\$ 19,419.09
12/03/2021	39350	Locher Environmental LLC	\$ 6,600.00
11/05/2021	ACH4293	M&M CONTRACTORS INC	\$ 4,897.60
12/17/2021	39357	MANATEE CHAMBER OF COMMERCE	\$ 830.00
11/05/2021	39313	Manatee County Utilities Department	\$ 280.24
12/17/2021	39358	Manatee County Utilities Department	\$ 228.20
11/05/2021	ACH4294	MANSON BOLVES DONALDSON VARN	\$ 18,585.50
12/17/2021	ACH4419	MANSON BOLVES DONALDSON VARN	\$ 31,889.50
12/17/2021	ACH4420	Matt's Lawn Service	\$ 675.00
11/19/2021	ACH4337	METTLER-TOLEDO, LLC	\$ 413.31
11/05/2021	ACH4295	Mike Coates (v)	\$ 199.93
11/19/2021	ACH4338	MOCK ENGINEERING INC	\$ 515.00
11/05/2021	ACH4296	MSC INDUSTRIAL SUPPLY CO	\$ 5,176.04
11/19/2021	ACH4339	MSC INDUSTRIAL SUPPLY CO	\$ 630.58
12/17/2021	ACH4421	MSC INDUSTRIAL SUPPLY CO	\$ 2,383.87
11/19/2021	39330	NaturZone Pest Control	\$ 142.80
12/17/2021	39359	NaturZone Pest Control	\$ 79.80
11/05/2021	ACH4297	Navitas Credit Corp	\$ 211.58
11/19/2021	ACH4340	Navitas Credit Corp	\$ 211.58
12/17/2021	ACH4422	Navitas Credit Corp	\$ 211.58
11/19/2021	ACH4341	Palm Printing	\$ 1,040.00
12/03/2021	ACH4374	Palm Printing	\$ 195.00
12/17/2021	ACH4423	PMC ENGINEERING LLC	\$ 3,159.46
11/23/2021	ACH11232021	PNC Bank	\$ 6,314.19
11/19/2021	ACH4342	Poole & Kent Company of Florida	\$ 274,143.69
11/05/2021	ACH4298	PRO-CHEM INC	\$ 1,158.28
12/17/2021	ACH4424	PRO-CHEM INC	\$ 544.60
12/03/2021	ACH4375	PROGRESSIVE WATER RESOURCES LLC	\$ 17,282.50
12/17/2021	ACH4425	PUBLIC RISK INSURANCE AGENCY	\$ 1,352.00
11/19/2021	39331	QUALITY STARTER & ALT SER INC	\$ 111.45
11/04/2021		QuickBooks Payroll Service	\$ 96,348.99
11/18/2021		QuickBooks Payroll Service	\$ 96,521.90
12/02/2021		QuickBooks Payroll Service	\$ 136,243.75
12/16/2021		QuickBooks Payroll Service	\$ 103,662.07
12/30/2021		QuickBooks Payroll Service	\$ 99,224.64
12/03/2021	ACH4376	Rachel V Kersten (V)	\$ 54.55
11/05/2021	ACH4299	REXEL USA Inc	\$ 180.56
12/03/2021	ACH4377	REXEL USA Inc	\$ 6,490.28
12/17/2021	ACH4426	REXEL USA Inc	\$ 4,646.57
11/05/2021	39314	SAM'S CLUB	\$ 45.92

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11/19/2021	39332	SAM'S CLUB	\$ 579.93
12/17/2021	39360	SAM'S CLUB	\$ 111.51
11/19/2021	ACH4343	SAMUEL STONE	\$ 335.64
12/17/2021	ACH4427	SAMUEL STONE	\$ 246.76
11/05/2021	ACH4300	SARASOTA HERALD TRIBUNE	\$ 294.25
11/19/2021	ACH4344	SARASOTA HERALD TRIBUNE	\$ 110.00
12/17/2021	ACH4428	SARASOTA HERALD TRIBUNE	\$ 96.25
11/05/2021	39315	Sarasota- Manatee Human Resources Assoc.	\$ 75.00
11/05/2021	39316	SARASOTA TROPHY & AWARDS INC	\$ 1,924.45
11/19/2021	ACH4345	SHALINA ODEGARD	\$ 342.56
12/17/2021	ACH4429	Shawn Lewis (V)	\$ 108.25
11/05/2021	ACH4301	ShredQuick, Inc.	\$ 129.00
12/17/2021	39361	SMITH RANCH & GARDEN INC	\$ 833.00
11/19/2021	39333	SPECIALTY PARTS	\$ 127.75
12/03/2021	ACH4378	STANTEC CONSULTING SERVICES	\$ 4,446.31
11/05/2021	ADBT110521	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 444.75
11/19/2021	ADBT111921	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 444.75
12/03/2021	ADBT120221	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 444.75
12/17/2021	ADBT121721	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 444.75
12/31/2021	ADBT123121	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 444.75
11/05/2021	ACH4302	SUNSHINE ACE HARDWARE	\$ 347.34
11/19/2021	ACH4346	SUNSHINE ACE HARDWARE	\$ 74.50
12/17/2021	ACH4430	SUNSHINE ACE HARDWARE	\$ 556.39
11/19/2021	ACH4347	SUNSHINE STATE ONE CALL OF FL INC	\$ 57.98
12/17/2021	ACH4431	SUNSHINE STATE ONE CALL OF FL INC	\$ 57.98
11/05/2021	39317	SUPER T	\$ 173.25
12/03/2021	ACH4379	TAMPA ARMATURE WORKS INC	\$ 1,971.00
12/17/2021	ACH4432	THE BANK OF NEW YORK MELLON	\$ 750.00
11/19/2021	39334	The Daily Sun	\$ 13.92
11/05/2021	39318	THE SUN	\$ 167.31
11/19/2021	39335	THE SUN	\$ 68.64
12/17/2021	39362	THE SUN	\$ 54.34
12/17/2021	ACH4433	THERMO ELECTRON NORTH AMERICA LLC	\$ 1,082.00
12/17/2021	ACH4434	Tim Grannell (V)	\$ 108.25
11/05/2021	39319	TIRE KINGDOM	\$ 194.26
12/17/2021	39363	TRACTOR SUPPLY COMPANY CREDIT PLAN	\$ 600.17
11/19/2021	ACH4348	TRULY NOLEN BRANCH 079	\$ 275.00
12/17/2021	39364	TRULY NOLEN OF AMERICA	\$ 375.00
11/05/2021	ACH4303	TSHEETS.COM LLC	\$ 2,592.00
11/19/2021	39336	U.S. BANK EQUIPMENT FINANCE	\$ 1,052.67
12/17/2021	39365	U.S. BANK EQUIPMENT FINANCE	\$ 1,530.58
11/19/2021	39337	U.S. TENT RENTAL INC.	\$ 4,078.56
11/05/2021	ACH4304	ULINE	\$ 344.08
11/05/2021	DT110521	United States Treasury	\$ 31,837.84
11/19/2021	DBT111921	United States Treasury	\$ 31,980.96
12/03/2021	DBT120221	United States Treasury	\$ 49,389.74
12/17/2021	DBT121721	United States Treasury	\$ 36,392.74
12/31/2021	DBT123121	United States Treasury	\$ 32,248.12
11/05/2021	ACH4305	UNIVAR SOLUTIONS USA INC	\$ 24,463.60
11/19/2021	ACH4349	UNIVAR SOLUTIONS USA INC	\$ 21,523.45
12/03/2021	ACH4380	UNIVAR SOLUTIONS USA INC	\$ 12,578.94
12/17/2021	ACH4435	UNIVAR SOLUTIONS USA INC	\$ 8,485.51
11/05/2021	ACH4306	UPS	\$ 94.85
11/19/2021	ACH4350	UPS	\$ 175.89
12/17/2021	ACH4436	UPS	\$ 119.36
11/05/2021	ACH4307	USA Bluebook	\$ 2,172.05
12/03/2021	ACH4381	USA Bluebook	\$ 1,155.29
11/05/2021	dbt110521	Valic	\$ 8,506.37
11/19/2021	dbt111921	Valic	\$ 8,515.78
12/03/2021	dbt120221	Valic	\$ 9,675.06

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Alphabetically by Vendor

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Date	Document Number	Payee Name / Description	Amount
12/17/2021	DBT12172021	Valic	\$ 8,930.19
12/31/2021	dbt123121	Valic	\$ 8,522.12
12/03/2021	ACH4382	Vanguard Cleaning Systems of SW Florida	\$ 1,200.00
12/17/2021	ACH4437	Vanguard Cleaning Systems of SW Florida	\$ 2,910.00
11/19/2021	39338	VERIZON WIRELESS	\$ 94.38
11/19/2021	ACH4351	VOYAGER FLEET SYSTEMS INC	\$ 4,314.47
12/17/2021	ACH4438	VOYAGER FLEET SYSTEMS INC	\$ 3,867.27
12/17/2021	ACH4439	Wade Trim INC	\$ 16,821.85
11/19/2021	39339	Waste Pro Bradenton/Sarasota	\$ 190.00
12/17/2021	39366	Waste Pro Bradenton/Sarasota	\$ 190.00
12/17/2021	ACH4440	WEST COAST MOWING	\$ 8,946.00
11/19/2021	39340	WOMACK SANITATION INC	\$ 750.00
12/17/2021	39367	WOMACK SANITATION INC	\$ 750.00
Total			3,034,999.29

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PUBLIC FUNDS INTEREST CHECKING (PNC)

Date	Document Number	Payee Name / Description	Amount
11/19/2021	ACH4342	Poole & Kent Company of Florida	\$ 274,143.69
12/03/2021	39347	FLORIDA POWER & LIGHT COMPANY	\$ 147,616.61
12/02/2021		QuickBooks Payroll Service	\$ 136,243.75
11/05/2021	39310	FLORIDA POWER & LIGHT COMPANY	\$ 134,744.02
12/17/2021	ACH4396	CHARLOTTE COUNTY BD OF COMMISSIONER	\$ 106,921.39
11/05/2021	ACH4284	CHARLOTTE COUNTY BD OF COMMISSIONER	\$ 105,368.71
12/16/2021		QuickBooks Payroll Service	\$ 103,662.07
12/30/2021		QuickBooks Payroll Service	\$ 99,224.64
11/18/2021		QuickBooks Payroll Service	\$ 96,521.90
11/04/2021		QuickBooks Payroll Service	\$ 96,348.99
12/03/2021	ACH4371	J H HAM ENGINEERING INC	\$ 86,112.63
11/05/2021	ACH4279	C & S CHEMICALS INC	\$ 83,149.03
12/30/2021	dbt123122	FLORIDA DIVISION OF RETIREMENT	\$ 76,857.37
12/17/2021	ACH4391	C & S CHEMICALS INC	\$ 75,515.08
12/17/2021	ACH4413	HDR ENGINEERING INC	\$ 68,564.99
11/19/2021	ACH4321	DESOTO COUNTY (V)	\$ 66,333.33
12/17/2021	ACH4403	DESOTO COUNTY (V)	\$ 66,333.33
12/03/2021	DBT120221	United States Treasury	\$ 49,389.74
11/05/2021	ACH4280	CarbPure Technologies LLC	\$ 48,190.00
11/19/2021	ACH4314	CarbPure Technologies LLC	\$ 47,763.40
12/03/2021	ACH4357	BLACK & VEATCH	\$ 45,271.90
11/30/2021	DBT113021	FLORIDA DIVISION OF RETIREMENT	\$ 43,576.57
11/19/2021	ACH4313	C & S CHEMICALS INC	\$ 37,548.83
12/17/2021	DBT121721	United States Treasury	\$ 36,392.74
12/31/2021	DBT123121	United States Treasury	\$ 32,248.12
11/19/2021	DBT111921	United States Treasury	\$ 31,980.96
12/17/2021	ACH4419	MANSON BOLVES DONALDSON VARN	\$ 31,889.50
11/05/2021	DT110521	United States Treasury	\$ 31,837.84
12/03/2021	ACH4369	Hach Company	\$ 29,431.71
11/19/2021	ACH4323	EARTH BALANCE	\$ 28,514.98
12/03/2021	ACH4373	KIMLEY-HORN AND ASSOCIATES INC	\$ 28,129.00
12/17/2021	ACH4392	CarbPure Technologies LLC	\$ 25,264.20
12/03/2021	ACH4359	CarbPure Technologies LLC	\$ 24,537.40
11/05/2021	ACH4305	UNIVAR SOLUTIONS USA INC	\$ 24,463.60
12/03/2021	ACH4370	HVMI LLC	\$ 23,909.90
11/19/2021	ACH4333	JANICKI ENVIRONMENTAL INC	\$ 23,872.00
12/17/2021	ACH4415	JANICKI ENVIRONMENTAL INC	\$ 23,872.00
11/19/2021	ACH4349	UNIVAR SOLUTIONS USA INC	\$ 21,523.45
12/03/2021	ACH4358	C & S CHEMICALS INC	\$ 20,239.54
12/17/2021	ACH4418	KING ENGINEERING ASSOCIATES INC	\$ 19,419.09
11/05/2021	ACH4294	MANSON BOLVES DONALDSON VARN	\$ 18,585.50
12/17/2021	ACH4387	ALLIED UNIVERSAL CORP	\$ 18,146.79
12/03/2021	ACH4375	PROGRESSIVE WATER RESOURCES LLC	\$ 17,282.50
12/17/2021	ACH4439	Wade Trim INC	\$ 16,821.85
11/05/2021	ACH4275	ALLIED UNIVERSAL CORP	\$ 15,275.86
11/19/2021	ACH4310	ALLIED UNIVERSAL CORP	\$ 12,694.07
12/03/2021	ACH4380	UNIVAR SOLUTIONS USA INC	\$ 12,578.94
12/17/2021	ACH4414	J H HAM ENGINEERING INC	\$ 12,461.63
11/19/2021	ACH4315	CED - Port Charlotte	\$ 11,975.91
11/19/2021	39325	D M CONSTRUCTION CORP	\$ 10,434.67
12/17/2021	ACH4394	CED - Port Charlotte	\$ 10,266.73
12/03/2021	ACH4355	ALLIED UNIVERSAL CORP	\$ 10,179.56
12/17/2021	39352	D M CONSTRUCTION CORP	\$ 9,731.06
12/03/2021	dbt120221	Valic	\$ 9,675.06
11/05/2021	ACH4272	AIR CENTERS-FLORIDA	\$ 9,594.66
12/17/2021	ACH4440	WEST COAST MOWING	\$ 8,946.00
12/17/2021	DBT12172021	Valic	\$ 8,930.19
12/31/2021	dbt123121	Valic	\$ 8,522.12
11/19/2021	dbt111921	Valic	\$ 8,515.78
11/05/2021	dbt110521	Valic	\$ 8,506.37

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By Amount Largest to Smallest

PUBLIC FUNDS INTEREST CHECKING (PNC)

Date	Document Number	Payee Name / Description	Amount
12/17/2021	ACH4435	UNIVAR SOLUTIONS USA INC	\$ 8,485.51
12/03/2021	ACH4360	CEC Controls Company Inc.	\$ 7,000.00
12/03/2021	39350	Locher Environmental LLC	\$ 6,600.00
12/17/2021	ACH4407	Evergreen Solutions, LLC	\$ 6,500.00
12/03/2021	ACH4377	REXEL USA Inc	\$ 6,490.28
11/23/2021	ACH11232021	PNC Bank	\$ 6,314.19
12/17/2021	ACH4402	CORONADO LAWN SERVICE OF FL	\$ 6,026.00
11/19/2021	ACH4308	Adobe Systems Inc	\$ 5,993.88
11/05/2021	ACH4296	MSC INDUSTRIAL SUPPLY CO	\$ 5,176.04
11/05/2021	ACH4293	M&M CONTRACTORS INC	\$ 4,897.60
11/19/2021	ACH4319	CORONADO LAWN SERVICE OF FL	\$ 4,767.50
12/03/2021	39343	DAVID CANNON WELL DRILLING, INC.	\$ 4,763.82
12/17/2021	ACH4426	REXEL USA Inc	\$ 4,646.57
12/03/2021	ACH4353	Air Mechanical & Service Corp	\$ 4,542.00
12/03/2021	ACH4378	STANTEC CONSULTING SERVICES	\$ 4,446.31
11/19/2021	ACH4351	VOYAGER FLEET SYSTEMS INC	\$ 4,314.47
11/19/2021	ACH4327	Hach Company	\$ 4,292.06
11/19/2021	39337	U.S. TENT RENTAL INC.	\$ 4,078.56
12/17/2021	ACH4438	VOYAGER FLEET SYSTEMS INC	\$ 3,867.27
12/17/2021	ACH4405	Electrical Engineering Enterprise Inc	\$ 3,722.50
12/17/2021	ACH4408	FEL-FT MYERS WATERWORKS	\$ 3,705.74
12/03/2021	39342	CHARLOTTE HARBOR NTL ESTUARY PRGRM	\$ 3,500.00
12/17/2021	ACH4423	PMC ENGINEERING LLC	\$ 3,159.46
12/03/2021	ACH4354	AIRGAS SPECIALTY PRODUCTS	\$ 3,080.85
11/05/2021	ACH4292	KEETON'S OFFICE & ART SUPPLY	\$ 3,050.11
11/05/2021	ACH4274	AIRGAS SPECIALTY PRODUCTS	\$ 3,046.90
12/17/2021	ACH4388	ASRUS LLC	\$ 3,000.00
12/17/2021	ACH4437	Vanguard Cleaning Systems of SW Florida	\$ 2,910.00
12/03/2021	ACH4352	AIR CENTERS-FLORIDA	\$ 2,900.06
11/19/2021	ACH4311	BENCHMARK ENVIROANALYTICAL INC	\$ 2,880.00
12/17/2021	ACH4390	BLACK & VEATCH	\$ 2,877.41
12/17/2021	ACH4393	CEC Controls Company Inc.	\$ 2,711.00
11/05/2021	ACH4303	TSHEETS.COM LLC	\$ 2,592.00
11/19/2021	ACH4325	Fluid Systems & Controls Inc	\$ 2,528.40
12/17/2021	ACH4421	MSC INDUSTRIAL SUPPLY CO	\$ 2,383.87
11/05/2021	ACH4307	USA Bluebook	\$ 2,172.05
12/17/2021	ACH4412	Hach Company	\$ 2,158.70
12/03/2021	39344	DESOTO AUTOMOTIVE ENTERPRISES INC	\$ 2,031.07
11/05/2021	39307	AMAZON	\$ 1,987.60
12/03/2021	ACH4379	TAMPA ARMATURE WORKS INC	\$ 1,971.00
11/05/2021	39316	SARASOTA TROPHY & AWARDS INC	\$ 1,924.45
12/17/2021	39353	DESOTO AUTOMOTIVE ENTERPRISES INC	\$ 1,905.82
12/17/2021	39355	GRAINGER	\$ 1,887.06
11/19/2021	ACH4330	J H HAM ENGINEERING INC	\$ 1,698.40
11/05/2021	ACH4283	CenturyLink-6358	\$ 1,638.03
12/03/2021	ACH4362	CenturyLink-6358	\$ 1,638.03
12/17/2021	39354	DESOTO COUNTY WATER UTILITY	\$ 1,606.59
12/03/2021	ACH4365	Cummins Power South	\$ 1,548.32
12/17/2021	39365	U.S. BANK EQUIPMENT FINANCE	\$ 1,530.58
11/19/2021	ACH4322	DSS Services LLC	\$ 1,520.00
11/19/2021	39329	Ken Burton Jr Tax Collector	\$ 1,498.69
11/19/2021	39321	Apple Video & Photography Studio	\$ 1,495.00
12/17/2021	ACH4406	Environmental Science Associates	\$ 1,470.00
12/03/2021	ACH4356	ANIXTER INC.	\$ 1,451.42
12/17/2021	ACH4425	PUBLIC RISK INSURANCE AGENCY	\$ 1,352.00
12/03/2021	39348	GRAINGER	\$ 1,310.20
12/17/2021	ACH4410	Flotech INC	\$ 1,281.96
11/05/2021	ACH4281	CED - Port Charlotte	\$ 1,238.07
11/19/2021	ACH4312	BLUSITE SOLUTIONS OF SOUTHWEST FLORIDA	\$ 1,218.70
12/03/2021	ACH4382	Vanguard Cleaning Systems of SW Florida	\$ 1,200.00

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Date	Document Number	Payee Name / Description	Amount
12/03/2021	39341	AMAZON	\$ 1,195.67
11/05/2021	ACH4298	PRO-CHEM INC	\$ 1,158.28
12/03/2021	ACH4381	USA Bluebook	\$ 1,155.29
12/17/2021	ACH4417	KEETON'S OFFICE & ART SUPPLY	\$ 1,141.64
11/05/2021	ACH4277	BENCHMARK ENVIROANALYTICAL INC	\$ 1,138.50
11/19/2021	ACH4329	IDEXX DISTRIBUTION INC	\$ 1,129.49
12/17/2021	ACH4433	THERMO ELECTRON NORTH AMERICA LLC	\$ 1,082.00
11/19/2021	39336	U.S. BANK EQUIPMENT FINANCE	\$ 1,052.67
11/19/2021	ACH4341	Palm Printing	\$ 1,040.00
11/05/2021	39309	Ferguson Enterprises LLC #3326	\$ 1,010.46
11/05/2021	39311	FW&PCOA	\$ 990.00
12/17/2021	ACH4389	BENCHMARK ENVIROANALYTICAL INC	\$ 987.50
11/19/2021	ACH4324	Fisher Scientific	\$ 981.90
11/05/2021	ACH4273	Air Mechanical & Service Corp	\$ 975.00
11/05/2021	ACH4288	DSS Services LLC	\$ 960.00
12/17/2021	ACH4409	Fisher Scientific	\$ 900.48
12/03/2021	ACH4366	DSS Services LLC	\$ 900.00
12/17/2021	ACH4411	FRONTIER COMMUNICATIONS	\$ 888.06
11/19/2021	ACH4335	JOHNSON ENGINEERING INC	\$ 885.00
11/05/2021	ACH4290	Hach Company	\$ 836.07
12/17/2021	39361	SMITH RANCH & GARDEN INC	\$ 833.00
12/17/2021	39357	MANATEE CHAMBER OF COMMERCE	\$ 830.00
12/17/2021	ACH4386	ALLIED ELECTRONICS INC	\$ 792.03
12/17/2021	ACH4432	THE BANK OF NEW YORK MELLON	\$ 750.00
11/19/2021	39340	WOMACK SANITATION INC	\$ 750.00
12/17/2021	39367	WOMACK SANITATION INC	\$ 750.00
11/19/2021	ACH4336	KEETON'S OFFICE & ART SUPPLY	\$ 749.46
12/03/2021	39346	Ferguson Enterprises LLC #3326	\$ 706.73
12/17/2021	ACH4420	Matt's Lawn Service	\$ 675.00
11/19/2021	ACH4339	MSC INDUSTRIAL SUPPLY CO	\$ 630.58
12/17/2021	39363	TRACTOR SUPPLY COMPANY CREDIT PLAN	\$ 600.17
11/19/2021	39332	SAM'S CLUB	\$ 579.93
12/17/2021	ACH4399	CINTAS FIRE 636525	\$ 570.00
12/17/2021	ACH4430	SUNSHINE ACE HARDWARE	\$ 556.39
12/03/2021	ACH4364	CINTAS FIRE 636525	\$ 547.00
12/17/2021	ACH4424	PRO-CHEM INC	\$ 544.60
11/19/2021	ACH4338	MOCK ENGINEERING INC	\$ 515.00
12/17/2021	39356	HOME DEPOT	\$ 497.27
11/05/2021	39308	DMS-FINANCIAL MGMT SERVICES	\$ 445.65
12/03/2021	39345	DMS-FINANCIAL MGMT SERVICES	\$ 445.65
11/05/2021	ADBT110521	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 444.75
11/19/2021	ADBT111921	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 444.75
12/03/2021	ADBT120221	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 444.75
12/17/2021	ADBT121721	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 444.75
12/31/2021	ADBT123121	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 444.75
12/03/2021	ACH4368	FORD RITZ (V)	\$ 424.00
11/19/2021	ACH4337	METTLER-TOLEDO, LLC	\$ 413.31
11/05/2021	ACH4276	ASWATHY WARRIER (V)	\$ 411.06
12/03/2021	ACH4367	Fisher Scientific	\$ 388.88
12/17/2021	ACH4416	JOHNSON ENGINEERING INC	\$ 380.00
12/17/2021	39364	TRULY NOLEN OF AMERICA	\$ 375.00
12/17/2021	ACH4398	CINTAS	\$ 373.03
11/05/2021	ACH4282	CENTURYLINK	\$ 356.00
12/03/2021	ACH4361	CENTURYLINK	\$ 356.00
11/05/2021	ACH4302	SUNSHINE ACE HARDWARE	\$ 347.34
11/05/2021	ACH4304	ULINE	\$ 344.08
11/05/2021	ACH4278	BLUSITE SOLUTIONS OF SOUTHWEST FLORIDA	\$ 343.48
11/19/2021	ACH4345	SHALINA ODEGARD	\$ 342.56
11/05/2021	ACH4287	Doug Morton (V)	\$ 336.02
11/19/2021	ACH4343	SAMUEL STONE	\$ 335.64

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Date	Document Number	Payee Name / Description	Amount
11/19/2021	39326	DESOTO AUTOMOTIVE ENTERPRISES INC	\$ 326.69
11/05/2021	ACH4286	CINTAS	\$ 309.52
11/19/2021	ACH4331	JAN-PRO CLEANING SYSTEMS OF SW FLORIDA	\$ 297.50
11/05/2021	ACH4300	SARASOTA HERALD TRIBUNE	\$ 294.25
11/19/2021	ACH4320	Daniel J Roberts (V)	\$ 292.51
12/17/2021	ACH4401	Commercial Fire & Communications	\$ 288.00
11/05/2021	39313	Manatee County Utilities Department	\$ 280.24
11/19/2021	ACH4348	TRULY NOLEN BRANCH 079	\$ 275.00
11/19/2021	39324	CHARLOTTE PLUMBING & BATH INC	\$ 255.00
11/19/2021	ACH4318	Commercial Fire & Communications	\$ 250.00
12/17/2021	ACH4427	SAMUEL STONE	\$ 246.76
11/19/2021	ACH4326	FRONTIER COMMUNICATIONS	\$ 240.98
12/17/2021	ACH4384	Air Mechanical & Service Corp	\$ 234.00
12/17/2021	39358	Manatee County Utilities Department	\$ 228.20
11/05/2021	ACH4297	Navitas Credit Corp	\$ 211.58
11/19/2021	ACH4340	Navitas Credit Corp	\$ 211.58
12/17/2021	ACH4422	Navitas Credit Corp	\$ 211.58
11/05/2021	ACH4295	Mike Coates (v)	\$ 199.93
12/03/2021	ACH4374	Palm Printing	\$ 195.00
11/05/2021	39319	TIRE KINGDOM	\$ 194.26
11/19/2021	39339	Waste Pro Bradenton/Sarasota	\$ 190.00
12/17/2021	39366	Waste Pro Bradenton/Sarasota	\$ 190.00
11/05/2021	ACH4299	REXEL USA Inc	\$ 180.56
11/19/2021	ACH4350	UPS	\$ 175.89
11/05/2021	39317	SUPER T	\$ 173.25
11/05/2021	39318	THE SUN	\$ 167.31
11/19/2021	ACH4309	AIRGAS USA LLC	\$ 162.35
12/17/2021	ACH4385	AIRGAS USA LLC	\$ 158.50
11/05/2021	ACH4289	Fisher Scientific	\$ 158.30
11/05/2021	39320	GOVERNMENT FINANCE OFFICERS ASSOC	\$ 150.00
11/19/2021	39330	NaturZone Pest Control	\$ 142.80
11/19/2021	ACH4316	Centurylink 3363	\$ 139.63
12/17/2021	ACH4395	Centurylink 3363	\$ 139.63
11/19/2021	ACH4317	COLE-PARMER INSTRUMENT CO	\$ 130.48
11/05/2021	ACH4301	ShredQuick, Inc.	\$ 129.00
11/19/2021	39333	SPECIALTY PARTS	\$ 127.75
12/17/2021	ACH4436	UPS	\$ 119.36
11/19/2021	ACH4332	JAN-PRO OF MANASOTA	\$ 115.00
12/17/2021	39360	SAM'S CLUB	\$ 111.51
11/19/2021	39331	QUALITY STARTER & ALT SER INC	\$ 111.45
11/19/2021	ACH4344	SARASOTA HERALD TRIBUNE	\$ 110.00
12/17/2021	ACH4404	DONALD MORTON (V)	\$ 108.25
12/17/2021	ACH4429	Shawn Lewis (V)	\$ 108.25
12/17/2021	ACH4434	Tim Grannell (V)	\$ 108.25
11/19/2021	ACH4328	Hostetler Irrigation Inc	\$ 98.70
12/17/2021	ACH4428	SARASOTA HERALD TRIBUNE	\$ 96.25
11/05/2021	ACH4306	UPS	\$ 94.85
11/19/2021	39338	VERIZON WIRELESS	\$ 94.38
12/03/2021	ACH4363	CHENANGO SUPPLY CO., INC.	\$ 83.86
12/17/2021	39359	NaturZone Pest Control	\$ 79.80
11/19/2021	39323	Braden River Utilities LLC	\$ 78.45
11/05/2021	39315	Sarasota- Manatee Human Resources Assoc.	\$ 75.00
11/19/2021	ACH4346	SUNSHINE ACE HARDWARE	\$ 74.50
12/17/2021	ACH4397	CHENANGO SUPPLY CO., INC.	\$ 73.20
11/19/2021	39335	THE SUN	\$ 68.64
12/17/2021	ACH4400	COLE-PARMER INSTRUMENT CO	\$ 59.20
11/19/2021	ACH4347	SUNSHINE STATE ONE CALL OF FL INC	\$ 57.98
12/17/2021	ACH4431	SUNSHINE STATE ONE CALL OF FL INC	\$ 57.98
12/03/2021	ACH4376	Rachel V Kersten (V)	\$ 54.55
12/17/2021	39362	THE SUN	\$ 54.34

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

CHECK REGISTER: NOVEMBER & DECEMBER 2021

By Amount Largest to Smallest

PUBLIC FUNDS INTEREST CHECKING (PNC)

Date	Document Number	Payee Name / Description	Amount
11/19/2021	39328	HOME DEPOT	\$ 51.44
11/05/2021	39314	SAM'S CLUB	\$ 45.92
11/05/2021	ACH4285	CHENANGO SUPPLY CO., INC.	\$ 43.20
11/05/2021	39312	HOME DEPOT	\$ 42.35
12/17/2021	ACH4383	ADVANTAGE CARE INC.	\$ 40.00
11/19/2021	39322	BILL'S BOTTLED WATER SERVICE	\$ 32.25
11/19/2021	ACH4334	JESSICA BENSON (V)	\$ 31.52
12/03/2021	ACH4372	KEETON'S OFFICE & ART SUPPLY	\$ 31.13
12/17/2021	39351	BILL'S BOTTLED WATER SERVICE	\$ 16.50
11/05/2021	ACH4291	JESSICA BENSON (V)	\$ 15.35
11/19/2021	39334	The Daily Sun	\$ 13.92
11/19/2021	39327	DEX IMAGING	\$ 10.00
12/03/2021	39349	HOME DEPOT	\$ 9.96
Total			3,034,999.29

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
CHECK REGISTER: NOVEMBER & DECEMBER 2021

CONSTRUCTION CHECKING (PNC)

Date	Document Number	Payee Name / Description	Amount
12/03/2021	CACH189	TKW CONSULTING ENGINEERS INC	\$ 20,380.30
Total			\$ 20,380.30

***PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
February 2, 2022***

**ROUTINE STATUS REPORTS
ITEM 3**

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

ROUTINE STATUS REPORTS ITEM 3

Project Status Report

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

Date: February 2, 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 \$625,000.

Current status

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

Project History Briefing

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

Date: February 2, 2022

Prepared by: Terri Holcomb, PE, Director of Engineering

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

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

- February 2021 Three initial hydraulic configurations options were provided to the Authority for review and comment on February 5th with comments provided to HDR on February 23rd. On February 10th a virtual project overview/introduction meeting was held with FDEP Dam Safety and Program Administration staff from Tallahassee and Fort Myers. The Monthly Progress Meeting was held on February 11th.
- March 2021 The Consultant was on-site at the RV Griffin Reserve for their 3rd field review on March 9th. Following the Monthly Progress Meeting held on March 11th, a virtual meeting was held with representatives from CHNEP to identify any opportunities for regional mitigation partnerships.
- April 2021 A Draft Report on the Reservoir Siting Alternatives and Initial Consideration was received on April 2nd for Review. The Monthly Progress Meeting was held on April 14th in conjunction with a presentation on the Envision Certification Program. A pre-application meeting with the FDEP was also held on April 14th. The Draft Technical Memorandums on System Configuration Hydraulic Evaluations and Water Quality Considerations (Tasks 5.2 and 5.3 respectively were received on April 23rd. Received response on April 30th from FDEP confirming Alternative sites 1,2 and 3 for the intake and pump station along the Peace River would be retained by the ASACE – Site 4 (Jernigan Road) would fall under the FDEP review.
- May 2021 The Monthly Progress Meeting was held on May 13th. The Draft Technical Memorandum on Cultural Resources and Permitting Plan (Task 3.3 and 3.4 Respectively) was received on May 13th.
- June 2021 The Monthly Progress Meeting was held on June 10th. Meeting with Florida Fish & Wildlife June 16th to discuss restoration opportunities on Orange Hammock Ranch. Decision criteria workshop held at the PRF June 29 & 30. Received draft Technical Memorandum on property acquisition considerations June 25th and Construction Considerations and Access on June 30th.
- July 2021 Received Tech Memo on potential floodplain impacts from new reservoir and intake development on July 7. Project Meeting on intake siting held July 29.
- August 2021 The Monthly Progress Meeting was held on August 12th, 2021. The following deliverables were received:
 August 19: Final TM No. 6 – Property Acquisition and Considerations
 August 23: Final TM No. 4 – Geologic and Geotechnical Considerations
 August 27: Final TM No. 3.3_3.4 – Cultural Resources and Permitting
 August 27: Final TM No. 3.5 – Wetland Evaluation and Wildlife Assessment

August 30: Final TM on Floodplain and Floodway Impacts
August 31: Final TM No. 3.2 – Environmental Impacts and Mitigation Opportunities

- September 2021 The Monthly Progress Meeting was held on September 9th, 2021. The following deliverables were received:
September 10: Final TM No. 7 – Construction Considerations
September 15: Draft TM No. 5 – Hydraulics, Water Quality and Operational Considerations
September 15: Draft TM No. 2.2 – Decision Support for Alternatives Evaluation

- October 2021 The Monthly Progress Meeting was held on October 7, 2021. The following deliverables were received:
October 25: Final TM No. 2.2 – Decision Support for Alternatives Evaluation

- November 2021 The following deliverables were received:
November 2: Draft Feasibility and Siting Report
November 3: Presentation at Professional Staff Meeting to provide progress update on the project

- December 2021 A Project Update/Presentation on the Final Feasibility and Siting Study was made to the Board on December 1st. A follow-up pre-application meeting with USACE was held on December 9th. The Consultant submitted a final copy (pdf) of the Feasibility and Siting Study on December 27th, 2021.

- January 2022 Consultant began Caracara field investigations on January 5th and continued on site January 20th, 2022.

***PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
February 2, 2022***

**ROUTINE STATUS REPORTS
ITEM 4**

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

Project Status Report

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

Date: February 2, 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 Regional Integrated Loop System Phase 2B/2C Pipeline(s) Feasibility and Routing Study Project will evaluate the route options to provide a second (southern loop) plant-to-plant connection between the Peace River Facility and the Sarasota County Carlton Water Treatment Facility. The regional interconnect project will consist of large diameter transmission main and may also include storage, chemical trim and repumping stations at strategic locations. The Phase 2B and 2C pipelines are anticipated to be approximately 10- and 14-miles in length respectively.

The project scope includes:

- Development of conceptual routes and feasibility analysis of routes
- Determination of pipe sizes, delivery requirements and interconnection points
- Pumping and storage requirements
- Water quality consideration
- Estimated project costs

As currently envisioned, the Phase 2B pipeline will begin at the terminus of the Phase 2 Interconnect Pipeline at Serris Blvd., about 2-miles east of the intersection of Charlotte, Desoto and Sarasota counties. The Phase 2B then continues west ending near the City of North Port's Myakkahatchee WTP. The Phase 2C Pipeline will begin and the terminus of the Phase 2B pipeline and continue westward before crossing the Myakka River then northward, crossing 1-75 and terminating at the Carlton WTF. The Board approved the Contract for Professional services with Kimley-Horn Associates for the Phase 2B/2B Feasibility and Routing Study Project on December 2, 2020 and Kimley-Horn (KH) was issued the Notice-to-Proceed on January 6, 2021. Project completion is 15-months from the NTP date.

Current status

KH has selected three feasible alignments each, for the phase 2B pipeline and the phase 2C pipeline. Selection of the feasible routes in general is based on, permitting evaluation, route segment GIS database analysis and weighting factors for non-direct cost criteria. KH has also developed cost opinions for each feasible route and is currently drafting the project Final Report.

Project History Briefing

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

Date: February 2, 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 & 2C Pipelines Feasibility and Routing Study

- June 23, 2020 - The Authority advertised for Consultant Statement of Qualifications (SOQs) for professional engineering services for the Feasibility and Routing Study.
- July 9, 2020 – Addendum No. 1 was sent to Consultants expressing interest.
- July 24, 2020 – Six SOQ packages were timely received, including in alphabetical order:
 - AECOM Technical Services
 - Ardurra Group
 - Black & Veatch Corp.
 - Kimley-Horn Associates (KH)
 - Stantec Consulting Services
 - TKW-Consor Consulting Engineers
- August 11, 2020 – The Authority Professional Selection Evaluation Committee Meeting was held and the top three consultants were short listed, including Ardurra Group, Kimley-Horn Associates and Black & Veatch Corp.
- September 2, 2020 – The Professional Selection Evaluation Committee interviewed short listed consultants, and Kimley-Horn was selected
- September 9, 2020 – A Notice of Intended Decision (NOID) to award the Project to Kimley-Horn was posted on the Authority web site.
- September 30, 2020 – The Authority Board Approved the selection of Kimley-Horn and approved the Executive Director to negotiate the Contract scope and fee with Kimley-Horn.
- December 2, 2020 - The Authority Board approved the Contract for Professional Services with Kimley-Horn for the Phase 2B & 2C Feasibility and Routing Study and for the Executive Director to approve Work Order 1 for an amount not to exceed \$399,960.

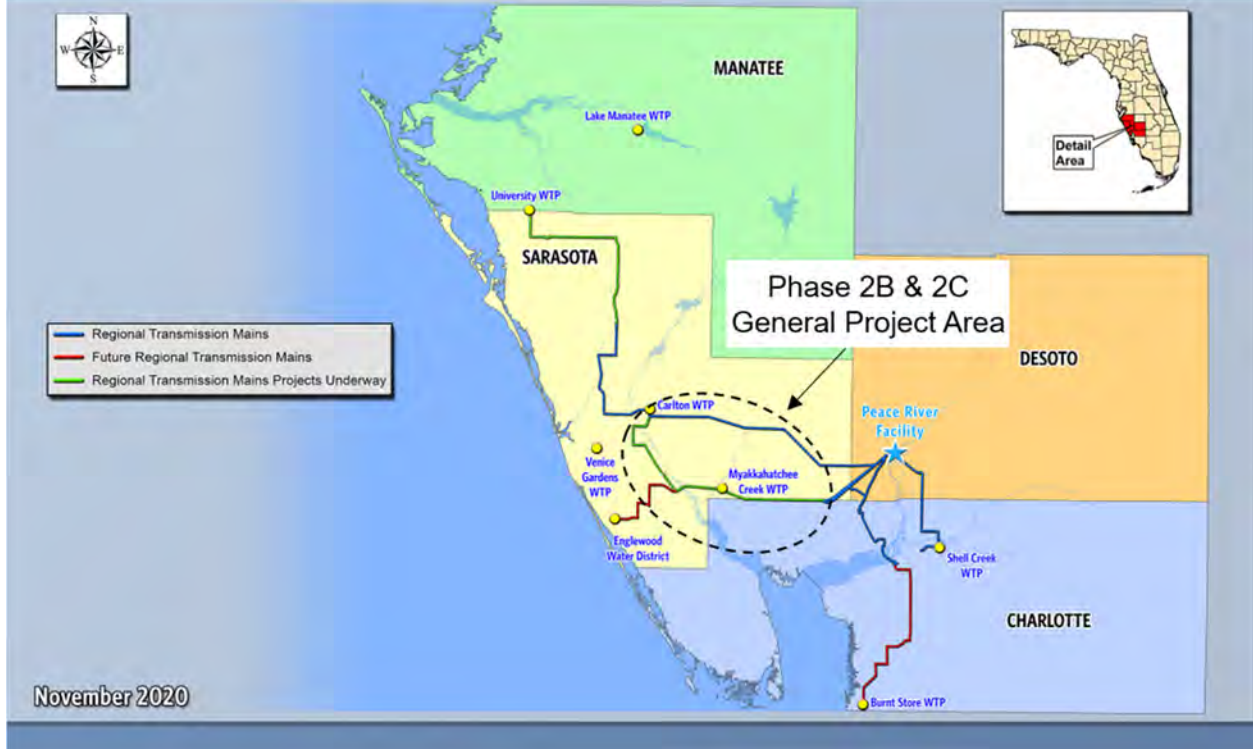
- January 6, 2021 - The Notice to Proceed (NTP) was issued to Kimley-Horn with a completion time of 15-months from the NTP date. The NTP was issued at the project kickoff meeting.
- January 6, 2021 – The project kickoff meeting was held at the Authority’s Lakewood. It was attended by Authority Staff, SWFWMD and the Kimley-Horn Team. Key discussion items included, the project schedule, data requests, and an overview of the KH project plan.
- January 29, 2021 – The Cooperative Funding Agreement between the Authority and Southwest Florida Water Management District was executed for \$400,000 (on a 50% level).
- February 4, 2021 - A project status meeting was held. Route alternatives for 2B/2C pipelines were presented by Kimley-Horn and discussed. It was attended by Authority Staff and SWFWMD.
- February 12, 2021 – A coordination meeting was held with Charlotte County Utilities to discuss route alternatives and to solicitate feedback from Charlotte and their modeling consultant who is updating the Charlotte County Water Master Plan including their hydraulic model. The meeting was led by KH, and attended by Authority staff, and SWFWMD.
- February 23, 2021 – A joint Phase 2B/2C and Phase 3C Regional Hydraulic Model Overview meeting was held to discuss the Integrated Regional Water Supply Plan 2020 Update modeling effort performed by HDR. The modeling effort discussion was led by HDR and modelers from Kimley-Horn (2B/2C) and Wade Trim (3C) were in attendance as well as Authority staff and SWFWMD. Key discussion items included validation of the PRMRWSA model, key connection points, contracted pressures/demands and coordination with new/updated customer models.
- March 5, 2021 – Workshop 1, Demands and Criteria was held to discuss projected water demands and evaluation criteria. The workshop was led by Kimley-Horn, and included Authority staff, and SWFWMD. Criteria for demands, future customer demands, emergency demands and pipe sizing considerations were discussed.
- March 15, 2021 - A coordination meeting was held with Sarasota County to discuss route alternatives and to solicitate feedback. The meeting was attended by Sarasota County staff, KH, SWFWMD and Authority staff.
- March 26, 2021 – A coordination meeting was held with the City of North Port to discuss route alternatives and to solicitate feedback. The meeting was attended by City, KH, SWFWMD and Authority Staff.
- April 4, 2021 - A coordination meeting was held with the Englewood Water District to discuss route alternatives and to solicitate feedback. The meeting was attended by District, KH and Authority Staff.

- April 22, 2021 - A joint 2B/2C and 3C meeting was held to discuss the basis of route evaluation for non-cost criteria. The meeting was attended by KH, Wade Trim, and Authority Staff. Non-cost criteria will focus on, constructability, public/stake holder impacts, safety, O&M considerations, consistency with long range planning, environmental and permitting complexities, land requirements and impacts to cultural resources.
- May 12, 2021 - A project progress meeting was held. Discussion focused on scenarios for developing future demands and emergency demands for the phase 2B/2C pipelines.
- May 18, 2021 – A route reconnaissance drive through was performed to develop data for non-cost criteria such as constructability, public/stake holder impacts, land requirements and safety for route alternates analysis. Alternate routes are based on KH analysis, the 2006 Regional Integrated Loop Feasibility Study, other past studies, the 2020 Integrated Regional Water Supply Plan and feedback from discussion with stake holders along the 2B/2C pipeline(s) alignment.
- May 28, 2021 – KH met with Authority to discuss their Board Presentation for the June 2nd board meeting.
- June 2, 2021 – Board Meeting – KH presented a project update, route alternatives and feedback from regional members and customers.
- June 29, 2021 – KH submitted a draft of Technical Memorandum No. 1 (TM1) summarizing their work effort to date. TM1 discusses, integrated pipeline capacity/demands and sizing, reviews local transportation development planning, and presents alignment alternatives for further analysis. TM1 is currently being reviewed by the Authority. A follow up Work Shop for TM1 is scheduled in early August, prior to finalization, of the memorandum.
- July 19, 2021 – KH met with the Authority to discuss feedback from the Authority on the draft Technical Memorandum No. 1 including future demands, the Standard Operating Protocol procedures for regional emergencies, and alternative alignments based on earlier discussions with regional customers.
- August 4, 2021 – KH met with the Authority to discuss progress on the GIS criteria data base development for 2B/2C alternative route alignments. Each route has been subdivided into segments for analysis and evaluation.
- August 23, 2021 – A meeting was hosted by Charlotte County/Jones Edmunds, with KH and the Authority to discuss the progress of the Charlotte County Potable Water Master Plan. The discussion included updated demand projections for Charlotte County and routing alternatives.
- August 24, 2021 – KH met with the Authority to discuss the 8/23/21 meeting with Charlotte County regarding the updated potable water demand projections and potential routes discussed with Charlotte County.

- September 8, 2021 – A meeting was led by Kimley Horn, with Authority and SWFWMD staff, to discuss KH’s updated Technical Memorandum No. 1 (TM1) for the Feasibility and Routing Study for the 2B/2C pipeline project based upon earlier feedback from the Authority on July 19th and a subsequent meeting with Charlotte County on August 23rd. The discussion included updated Charlotte County Water Master Plan demand projections and alternative routes for crossing the Myakka River via horizontal directional drill (HDD).
- September 14, 2021 – the Authority met with KH and their environmental subconsultant EarthBalance to discuss potential impacts of Conservation easements along Phase 2B/2C route alignments being considered at locations for HDD crossing of the Myakka River.
- September 30, 2021 - the Authority met with KH to provide and discuss Authority feedback on the TM1 final draft.
- October 20, 2021 – The Authority developed non-direct cost criteria evaluation weights to be applied by KH in their analysis for determining route feasibility. Opinions for non-direct cost evaluation weights was provided by Authority staff from Engineering, Operations, Maintenance, Construction and Water Resources departments. Non-cost criteria included, constructability, public impacts, safety, operations and maintenance, consistency with long range planning, environmental permitting complexities, land requirements, and impacts to cultural resources.
- October 22, 2021 – The Route Evaluation Workshop was held with KH and Authority staff to discuss permitting evaluations, route segment data collected in GIS, weighting factors for non-direct cost criteria and evaluation methodology. KH has subdivided potential route alignments into approximately 50 segments. The GIS data base will be used to quantify impacts on non-direct cost factors for each segment. Based on evaluation, segments will then be consolidated to develop a shortlist of feasible route alignments for the Phase 2B and Phase 2C pipelines. KH presented GIS data for several segments at the meeting for discussion.
- October 26, 2021 – KH submitted TM1 which will be included as an appendix in the Final Report.
- November 2021 – KH has been corresponding with SWFWMD to schedule a meeting to discuss permitting/easements for route segments west of the Myakka River on SWFWMD property. A meeting with the Real-Estate and Land Use Section is anticipated in late November or early December.
- January 5, 2022 – KH and the Authority met with Charlotte County to discuss extending the Phase 2B Pipeline to the Charlotte County Gulf Cove Booster Pump Station located south of the Myakka River. Under Phase 2B, a horizontal directional drill (HDD) would be installed across the Myakka River, upland to upland, and the pipeline extended south to the Gulf Cove Facility.

- January 5, 2022 – KH and the Authority also met with the SWFWMD 2B/2C Project Manager and SWFWMD Real Estate representatives to discuss the possibility of the Phase 2C Pipeline alignment extending to the west, crossing SWFWMD/State Lands (Myakka State Forest) in the future. SWFWMD noted that although the Myakka State Forest is located on SWFWMD property, the State Manages the property and has a controlling interest regarding what happens on the property. SWFWMD representatives are hold a meeting with State Representatives in the near future to discuss.
- January 14, 2022 – KH and the Authority met to discuss KH’s feasible route alignment for each phase of the project and the results of Phase 2B/2C Routing and Feasibility Study which will be discussed at the February 2, 2022 Board meeting.

Peace River Manasota Regional Water Supply Authority Regional Vision for 2035



***PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
February 2, 2022***

**ROUTINE STATUS REPORTS
ITEM 5**

Regional Integrated Loop System Phase 3C Feasibility & Routing Study

Project Status Report

Project: Phase 3C Pipeline Feasibility and Routing Study

Date: February 2, 2022

Prepared by: Richard Anderson, Director of Operations

Project Description

The intent of the Regional Integrated Loop Phase 3C Pipeline Project is to deliver water from the terminus of the Phase 3B Regional Interconnect on Clark Road near Cow Pen Slough to the general vicinity in Sarasota/Manatee Counties of University Parkway Booster Pump Station near Lockwood Ridge Road. This project will interconnect the two largest water supplies in the region improving system reliability, rotational supply options and resource sharing. This is an alternative water supply project which supports SWUCA recovery through conjunctive use of surface and groundwater sources based on management and rotation of supply resources.

The routing and feasibility study is a critical step in evaluating the route options and infrastructure requirements that will enable regional connection with the Manatee County water system. This project is a component of the Authority's regional integrated loop system and is referred to as Phase 3C in the Authority's 5-year CIP/ 20-year CNA. This project will include evaluation of pipeline routes, sizing, new pumping/trim facility needs (and locations) and modifications to existing county and regional facilities needed to support this critical system interconnectivity project. The study will also refine estimated costs for all proposed new facilities and facility improvements.

The Southwest Florida Water Management District is funding this portion of the Phase 3C Project in the amount of \$300,000.

Current Status

Work Order No. 1, 'Feasibility and Routing Study for the Regional Integrated Loop Phase 3C Pipeline Project with Wade Trim, Inc was approved by the Authority Board on December 2, 2020 in the amount of \$599,970. Notice-To-Proceed was issued on January 7, 2021 with scheduled completion of Work Order No. 1 on April 6, 2022. The Project is currently on schedule and budget.

Project History Briefing

Project: Phase 3C Pipeline Feasibility and Routing Study

Date: February 2, 2022

Prepared by: Richard Anderson, Director of Operations

The following information summarizes the historical milestones and key events to date of the Feasibility and Routing Study for the Regional Integrated Loop Phase 3C Pipeline Project.

- December 2020 Board approved the Agreement for Professional Services and Work Order No. 1 related to the Feasibility and Routing Study for the Regional Integrated Loop Phase 3C Pipeline Project with Wade Trim, Inc. Completion of the is Work Order is April 2022 and has a fee in the amount of \$599,970.
- January 2021 Notice to Proceed and Project Kick-Off Meeting was held on January 7, 2021 at the Lakewood Ranch offices. Wade Trim, Ardurra, SWFWMD, and Authority staff were present or participated virtually.
- February 2021 Wade Trim established a preliminary project schedule and initiated bi-monthly project meetings. A list of requested data was also developed and data transfers between the Authority and Consultant began. A joint Phase 3C/Phase 2B-2C Projects meeting was held on February 23rd to review the Regional Hydraulic Pipeline model to insure both projects shared common information.
- March 2021 Progress Meeting was held on March 4th. Consultant staff beginning analysis on preliminary routes. Wade Trim submitted a formal project schedule on March 15th.
- April 2021 Progress Meetings were held on April 6th and April 20th. Consultant staff continuing analysis on preliminary routes. Stakeholder meetings were held with Sarasota County on April 13th and Manatee County on April 27th. Input from both Members will be included in the route analysis.

- May 2021 Progress Meetings were held on May 4th and May 20th. Consultant staff refining analysis on preliminary routes based on stakeholder input. Additional stakeholder meetings with FPL and Hi Hat Ranch to discuss routing options in process.
- June 2021 Consultant Staff provided a project update the Peace River Board on June 2nd. A stakeholder meeting with Hi Hat Ranch was held on June 10th to discuss potential pipeline routes near the Hi Hat development. Progress Meeting was held on June 15th. Consultant staff continuing analysis on preliminary routes. Consultant staff has coordinated with HDR Engineering to verify the hydraulic model is operating as intended.
- July 2021 Progress Meeting was held on July 13th. Hydraulic modeling results were presented and discussed as well as pipeline route options proposed by Hi Hat Ranch development group. A Route Shortlisting Workshop was scheduled for July 29th.
- August 2021 Progress Meetings were held on August 10th and August 24th. Preliminary site plans for potential pump station locations were provided along with setback and zoning categories for the different parcels. Modeling results with system pressure contours were distributed to the team. Results show it is possible to deliver up to 30 MGD to Manatee County in emergency conditions. Ardurra to look at modeling parameters more closely to identify possible flow errors.
- September 2021 Progress Meeting was held on September 14th. Reviewed draft pumping station site sketches for Hi Hat Ranch and 450 DK, LLC locations. Hydraulic modeling continues by Ardurra. Ardurra staff requested information on Authority meter locations to compare flows. Individual maps of shortlisted routes were distributed to the group for review. Next progress meeting scheduled for September 28.

- October 2021
Progress Meetings were held on October 13th and 26th to evaluate viable routes and segments, and potential pumping station locations. Hydraulic modeling continues by Ardurra. An easement and routing meeting was held on October 27th with Florida Power & Light to discuss co-location options within or adjacent to the FPL corridor. Indications are the FPL is unlikely to grant a permanent easement within their corridor. An internal follow up meeting was held on October 29th to discuss alternate easement and right of way options.
- November 2021
An initial Routing Shortlist Meeting was held on November 9th. Staff reviewed and ranked potential routes for discussion. Wade Trim will revise route maps and create route “segments” based on staff ranking of the various alternatives. Peace River staff met with Manatee County Utilities senior staff on November 17th for a project overview and discussion of the County’s water needs in the future. Next progress meeting scheduled for November 23rd.
- December 2021
A Route Shortlist Meeting was held on December 7th. Wade Trim has developed 3 short list routes from Clark to Fruitville Rd. Staff reviewed and ranked potential routes for discussion. Wade Trim and Ardurra continue to investigate potential pump station locations and contact property owners. Peace River staff met with Sarasota County Utilities senior staff on December 13th for a project overview and discussion of alternative Pumping Station locations. The Authority submitted an offer for pump station property on 12/30/21.
- January 2022
Project progress meetings were held on January 4th and January 18th. Wade Trim team is finalizing short list routes for presentation to the Authority Board on February 2nd. The Authority’s offer to purchase 10 ac of property from FPL was rejected on January 11th. Authority and project team met with Hi Hat Ranch developers on January 20 to discuss pipeline route and pump station property. Next progress meeting scheduled for February 3rd.

***PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
February 2, 2022***

**ROUTINE STATUS REPORTS
ITEM 6**

Project Prairie Pump Station Acquisition and Modification

Project Status Report

Project: Project Prairie Pump Station Acquisition and Modification Project

Date: February 2, 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

Interlocal Agreement, Purchase and Sale Agreement have been executed by the Authority and DeSoto County. Closing on the sale of the facilities between DeSoto County and the Authority was completed on January 25, 2022. Authority staff and consultants are working on engineering design for the modifications needed to support regional use.

Project History Briefing

Project: Project Prairie Pump Station Acquisition and Modification Project

Date: February 2, 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 is an Authority as needed consultant.

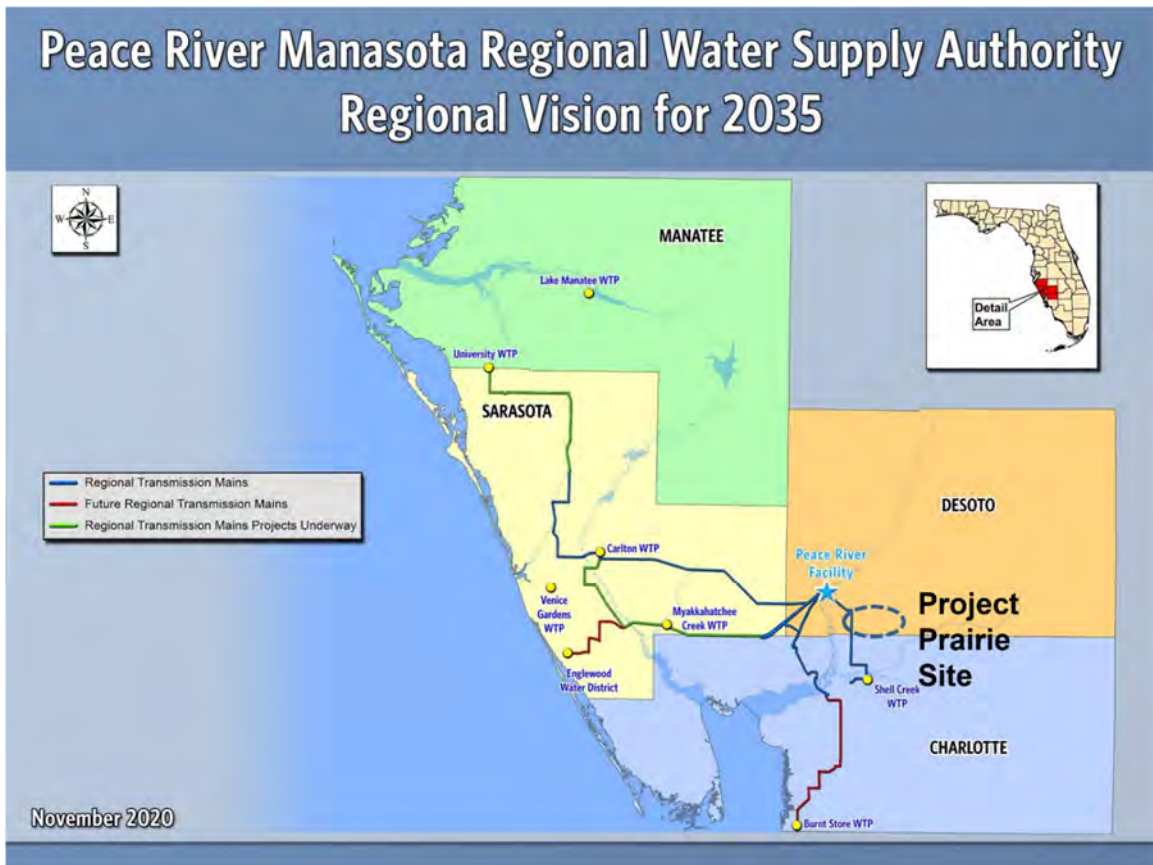
October 12, 2021 – The FDEP Grant Agreement (LPA0208) for \$200,000 was executed by the State. The Grant Agreement will be included on the December 1, 2021 Board Meeting agenda for Board approval.

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 was completed.



***PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
February 2, 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: January 15, 2022

Mosaic Fertilizer, LLC- Bartow Facility Leak/Crack (North Gypsum Stack & South Gypsum Stack)

On December 9, 2020, Mosaic Fertilizer, LLC (“Mosaic”) notified the Department of Environmental Protection (“DEP”) of a liner tear at the Bartow Facility on the southeast corner of the North Pond of the North Gypsum Stack (“NGS”). Following further inspection, additional tears were discovered in the same area. On January 22, 2021, DEP received, for its review, a repair plan prepared by Mosaic’s third-party engineer, Ardaman & Associates, Inc. (“Ardaman”). The plan included repair of the liner as well as additional improvements for process water management. On February 1, 2021, DEP staff met with Mosaic to discuss details of the plan and requested additional information. On February 15, 2021, Mosaic submitted the requested additional clarifications on the liner repair and water management improvements to be performed under Best Management Practices (“BMP”) plan requirements. On March 2, 2021, DEP issued a letter stating that a review of the information submitted in the January 22, 2021 plan and February 12, 2021 letter (referred to collectively as “Liner Repair and BMP improvements plan”) indicates that the proposed activities are adequate to address the liner repair needs as well as BMP provisions for improved water

management, and that Mosaic may proceed with implementing the approved Liner Repair and BMP improvements plan.

On April 5, 2021, an Ardaman engineer inspected the area and provided the following comments to DEP: on the east side of the NGS, an approximately 80 foot long thin crack (less than 1 inch) was observed and, along the alignment of the crack, two 1-foot wide erosion features were located; on the west side of the NGS, a 5-foot long thin crack (less than 1 inch) that was not visible, and is approximately 3 feet deep, was located at about 15 feet below the crest of the dike; both cracks were dry with no indication of process water seepage or fresh water exiting the cracks; and the cracks in the area are attributed to differential settlement of the gypsum and were widened along the two features as a result of rainfall infiltration. It was also explained that the area will continue to be inspected daily until the repair is complete. Mosaic has been submitting weekly updates to DEP on the crack repair status. The July 14, 2021 weekly update stated that all the repair work was complete, that Mosaic had requested Ardaman prepare the as-built and repair completion report and certification (which Mosaic will submit to close out the critical condition), and requested to discontinue the weekly emails to DEP.

Then, on July 27, 2021, Mosaic informed DEP that, while performing a routine inspection that day, Mosaic observed a condition—process water present in the lined ditch and a suspected liner tear nearby in the lined stormwater drainage ditch—in the southwest corner of the South Phosphogypsum Stack (“SGS”) that constitutes a suspected critical condition. Upon discovery, Mosaic installed a berm downstream in the ditch to block flow from entering the stormwater system and also began operating two pumps to return water in the ditch to the process water system. Mosaic explained that enhanced inspections and monitoring will be performed until the source of

the process water is identified and addressed, and that any tears found will be repaired. Mosaic also stated that it responded in a prompt manner, and there was no immediate risk to the environment or slope stability. On August 4, 2021, Mosaic submitted a repair plan to DEP outlining the steps taken and to be taken to repair the suspected liner tear.

In addition, on August 18, 2021, Mosaic informed DEP that, on August 17, 2021, Mosaic observed a condition at the northeast corner of the SGS that constitutes a critical condition. The condition observed was a surface crack (appearing to be no more than 18 - 24 inches wide and 4 - 6 feet deep) in the outer slope of a closed section of the SGS. Mosaic's correspondence stated that Mosaic responded in a prompt manner, and there was no immediate risk to the environment. It also explained that this crack will be repaired and Mosaic will provide confirmation once the repair is complete. Mosaic has been providing daily updates and weekly reports to DEP regarding the July 27 and August 17, 2021 observed critical conditions.

Additionally, on September 23, 2021, during an inspection pursuant to Mosaic's exposed liner inspection program, Mosaic observed 10 tears in the lined ponds on top of the NGS that constitute a critical condition. Then, most recently, on January 6, 2022, Mosaic notified DEP that it discovered one tear on January 5, 2022, approximately 2 feet long, on the closed east slope in the freshwater toe swale of the NGS. Mosaic's correspondence to DEP notifying them of the critical conditions (for both the September 23 and January 5 tears) explained that all damage was above the water line, Mosaic responded in a prompt manner, there was no immediate risk to the environment, and that the areas will be cleaned and repaired.

The Bartow Facility is located at 3200 State Road 60 West in Polk County, at the boundary line of the Peace River watershed and over 50 miles away from the Peace River Regional Water

Supply Authority Facility. However, one of the Bartow Facility's outfalls (Outfall D-002) discharges treated process wastewater, non-process wastewater, and stormwater to an unnamed ditch that flows to Six Mile Creek, which ultimately enters the Peace River.

Mosaic Fertilizer, LLC—South Pasture Facility

On November 22, 2021, DEP gave notice of its preparation of a draft permit (FL0040177-033) in response to Mosaic's October 24, 2019 application to DEP to renew its existing South Pasture Mine Permit, to operate an existing phosphate mine facility. Operations at the site include phosphate mining and beneficiation facilities, phosphatic clay settling areas, sand/clay mix disposal areas, sand tailings disposal areas, and a mine water recirculation system. The mine property consists of 17,734 acres and includes 7,512.8 acres (of which 6,418.2 acres will be mined) of property referred to as the South Pasture Extension. The matrix and associated mine water from this property will be transported via pipeline across the Wingate and Fort Green mines to the Four Corners beneficiation plant. A hydrological connection exists between the Hardee South Pasture Mine, the Mosaic Fort Green/Payne Creek Mine (FL0027600), Wingate Creek Mine (FL0032522), and Four Corners (FL0036412) Mine. This permit authorizes the transfer of surplus water for environmental safeguard and management purposes between the above referenced facilities.

The permit requires compliance with Florida water quality standards, includes groundwater monitoring requirements, and authorizes the discharge of excess treated wastewater from the South Pasture Facility's activities through existing Outfalls D-004 and D-005, which discharge to the Shirrtail and Doe branches of Payne Creek, which is located within the Peace River watershed. This permit also includes the previously authorized three additional outfalls (Outfalls D-006, D-007, and D-008), which will discharge to Troublesome Creek, Brushy Creek, and Lettis Creek, respectively,

when constructed and operating. The three additional outfalls (D-006, D-007, and D-008) authorized to be constructed are associated with the extension of dragline strip mining and associated mining activities in the South Pasture Extension. Construction of the additional outfalls will re-route and distribute the existing discharge from the existing Outfalls D-004 and D-005 through all five outfalls, effectively maintaining the same discharge from the site.

The South Pasture Facility is located at 2220 Mine View Road Bowling Green, in Hardee County, Florida.

Mosaic Fertilizer, LLC- New Wales Phase III Gypsum Stack Extension

The New Wales Facility manufactures solid ammoniated phosphate fertilizers and animal feed ingredients. In October 2019, Mosaic submitted an application to DEP for a substantial revision to its NPDES permit (No. FL0036421-022) for its New Wales Phase III Gypsum Stack Extension (“Phase III extension”). The Phase III extension adds 231 acres (205 acres of which were previously mined lands) to the existing New Wales South Gypsum Stack. The Phase III extension is comprised of: 1) a lined area of 167 acres; 2) 24 acres of perimeter earthen dikes; and 3) 40 acres of stormwater drainage ditches and access roads.

DEP issued two RAIs to Mosaic (one in December 2019 and one in January 2020), which required Mosaic to provide additional information regarding: hydrogeological, geophysical, or geotechnical investigations evaluating the subsurface beneath the site; hydraulic modeling; protocol for reporting to DEP monitoring results for the foundation drainage system; features discovered during initial subsurface investigations; additional approaches to characterize the subsurface to identify potentially unstable areas; construction sequencing plans; and a seepage and stability analyses. Mosaic submitted RAI responses in January, May, June, and September of 2020.

Additionally, in November 2020, Mosaic submitted a report titled “Addendum to Ardaman’s Response to the FDEP Second Request for Additional Information – Supporting Data for Remaining DT Features,” as well as a stabilization plan to DEP. The stabilization plan recommends engineering measures to address the paleosink feature that was identified in the area of a former topographic depression within the proposed Phase III extension. On December 22, 2020, Mosaic submitted to DEP a report to address additional questions/concerns communicated by DEP regarding the seismic features and stabilization plan for the Phase III extension area.¹ On March 17, 2021, DEP deemed the application for the major modification complete and, on March 22, 2021, published a notice of the application. On April 5, 2021, Mosaic submitted a report entitled “Area 4 Stabilization Plan” that recommends engineering measures to address the paleosink feature that was identified in the area of a former topographic depression located in the Phase III extension area.

On May 14, 2021, DEP issued its Notice of Draft Permit for the substantial revision to NPDES permit (No. FL0036421-022), which explains that this permit revision authorizes an expansion of the facility’s lined South Gypsum Stack following extensive subsurface exploration work that was reviewed by DEP, and will not affect the quality or quantity of surface water discharge from the facility’s only active NPDES outfall. The permit revision also includes provisions for: Mosaic to submit and, following DEP approval, implement stabilization plans, for four subsurface anomalies that have been investigated but not yet stabilized (DEP has already approved two of the four stabilization plans); enhanced groundwater monitoring; and enhanced subsurface investigation, monitoring, and reporting for the potential formation of subsurface anomalies (such as sinkholes).

¹ Additionally, on January 22, 2021, DEP received an inquiry from Gurr Professional Services, Inc. stating that they were in the process of conducting a third-party review for Polk County regarding Mosaic’s proposed Phase III extension.

On June 11, 2021, Mosaic submitted its comments on the draft permit to DEP. Mosaic's comments requested a modification to: revise daily pH monitoring of treated and untreated process water transferred from other facilities (the Nichols, Green Bay, and Plant City facilities) to the New Wales facility to a weekly or monthly frequency; clarify the facility description language to provide clarity and operational flexibility in sequencing the construction and operation of specified phases; eliminate the authorization to install and operate mechanical evaporators (as they are no longer in operation at the facility); change a well monitoring frequency from daily to weekly; and remove the requirement that the engineer of record's final plans and specifications for specified phases be submitted as a pre-requisite for placing these gypstack sections into operation (instead if approved, the submittal of the final plans, as-builts, and other documentation would be submitted within six months of completion of construction for each section). Additionally, in the comments, Mosaic explained that it will investigate the feasibility of conducting liner inspections under the water level, but due to the typical water chemistry and physical characteristics of process water in these systems, subsurface inspections may not be technically feasible.

Due to the high amount of public interest in the draft permit (DEP had received over two thousand written public comments in opposition), DEP held a public meeting on August 25, 2021. The meeting was an open house format with six meeting stations/booths (each on a different topic). The purpose of the meeting was to provide information on the requested meeting topics and to provide an additional opportunity for the public to provide both written and oral comments. Most comments were generalized concerns and opposition to any expansion by Mosaic, as well as some general concerns regarding monitoring, reporting transparency, and sinkhole risks. Only one or two

members of the public mentioned the Peace River at the meeting, but in the context of another Mosaic facility (the Bartow Facility) as the New Wales Facility does not discharge to the Peace River.

On September 3, 2021, DEP issued a Notice of Intent to Issue a Proposed Permit which explained that: “Based upon review of comments that were received from the permittee on June 11, 2021 and from the public (in excess of 2000 plus comments) between May 17 and June 18, 2021 and comments received at the Public meeting (greater than 20 comments) held on August 25, 2021, minor changes have been made to the previously issued Draft Permit, as detailed in the Amendment to Fact Sheet.” The Amendment to Fact Sheet explains that DEP prepared a response to address the comments and concerns, and that a review of the public comments indicates that the draft permit contains provisions that appropriately addressed the comments in accordance with applicable rules for protection of water quality and the environment. Accordingly, no additional changes to the draft permit itself were made based on the public comments received. However, some changes were made to the draft permit based on comments from the permittee, which requested numerous changes to the draft permit, all minor except one requesting the option to split the Phase III extension area into North and South areas.

On October 15, 2021, DEP issued the final permit for the substantial revision to NPDES permit (No. FL0036421-022). Then, on November 30, 2021, DEP issued some minor corrections to the NPDES permit (No. FL0036421-022). DEP explained that a review of the recently issued permit and discussions with Mosaic staff, indicated that a minor naming discrepancy regarding specific monitoring wells, needed to be clarified and corrected on the subject permit. These corrections do not change any monitoring provisions of the permit and are solely to correct scrivener’s errors.

The New Wales Facility is located on CR 640 West, southwest of Mulberry, in Polk County near the Hillsborough County line. A sinkhole developed in the Phase II West Area of the South Gypsum Stack in August 2016. A consent order was issued by DEP in 2016, and remediation of the sinkhole and groundwater recovery was undertaken in accordance with the consent order.

Mosaic Fertilizer, LLC- Fort Green Mine Complex

On November 19, 2021, DEP gave notice of its preparation of a draft wastewater permit (FL0027600-025-IW1S/NR) to Mosaic for its Fort Green Mine Complex, a phosphate mine with a footprint of approximately 39,314 acres. This permit authorizes Mosaic to operate the clay settling areas, sand tailings storage areas, and a mine water recirculation system at the Fort Green Mine Complex. Discharges from this facility are required to meet water quality standards and consist of treated excess process wastewater, stormwater runoff, and groundwater inflow, and are discharged through permitted outfalls: Outfall D-002 discharges into Payne Creek, Outfall D-003 discharges into Horse Creek, Outfall D-005 discharges into Little Payne Creek, and Outfall D-006 discharges into Hickey Branch, all tributaries of the Peace River.

The draft permit explains that the beneficiation plant at the facility ceased operations in June 2006 and the production facilities have since been dismantled, and that mined phosphate rock matrix is pumped to Mosaic's Four Corners Mine (FL0036412) for processing. It also explains that a hydrological connection exists between the Fort Green Mine Complex, Four Corners Mine, Hookers Prairie Mine, and Wingate Creek Mine. This permit authorizes the transfer of surplus water for environmental safeguard and management purposes between the above referenced mine facilities and recognizes boundary overlaps including mining, reclamation, and stormwater management activities within the footprints of the four mines. The wastewater treatment at the

facility consists of gravity settling of sands, clays and other suspended solids within earthen diked areas. Excess mine recirculation water and stormwater will be discharged as necessary through the outfalls authorized by this permit or transported to Wingate Creek Mine and/or Four Corners Mine. The monitoring requirements for ground water discharges from sand tailings areas are also covered under this permit.

The Fort Green Mine Complex is located at 10741 State Road 37 South, Bradley, in Polk and Hardee Counties.

Mosaic Fertilizer, LLC- Fort Green Mine Manson Jenkins Tract

On August 17, 2020, Mosaic submitted an application requesting modification of its existing environmental resource permit (“ERP”) No. MMR_0142476-009, known as the Manson Jenkins (Southeast) Tract in Manatee County. The original ERP for the project was first issued to IMC Phosphates, Inc., now Mosaic, on November 25, 2002 for phosphate mining and associated activities. A modification was issued to Mosaic in 2011 that brought the ERP into substantial conformance with the Fort Green Mine conceptual plan that was issued at about the same time. The 2011 modification reflected a substantial reduction of wetland impacts, mitigation changes, and the sale of a small parcel within the original project area. The approved ERP, as modified, authorized impacts to 296.3 acres of wetlands and other surface waters and required mitigation. The ERP is currently set to expire on December 31, 2021.

This application requests the following modifications to the ERP: changes in mitigation to reflect the actual shapes of constructed, delineated, or future constructed wetlands; shifting of some planned mitigation located within the access corridors and West Fork of Horse Creek (“WFHC”) crossing to other areas within project boundary to not delay mitigation construction; and all impact

and mitigation acres for WFHC crossing are included in the overall mitigation acreage balance, with most already constructed. This application also request an extension of the permit expiration date for an additional 15 years, to December 31, 2036.

On December 9, 2021, Mosaic submitted a response to a September 16, 2020 RAI regarding the modification application. The RAI requested that Mosaic provide, and Mosaic submitted, the following: the request for modification using the correct forms; documentation supporting Mosaic's statement that the permit area will not support the total amount of linear stream footage approved in the previous permit modification and to provide alternatives to the linear stream footage; the location that the wetlands mitigation have been shifted to in this requested modification; hydrologic data collection for the mitigation wetlands; hydrologic and vegetation data for the reference wetlands; updated cross-sections for each wetland included in the modification request; and hydrological modeling for the project area.

The Fort Green Mine is located in Manatee County, adjacent to Duette Road, and within the Horse Creek and Gum Swamp Branch sub-basins in the Peace River watershed.

Mosaic Fertilizer, LLC- Hookers Prairie Mine

On November 13, 2018, Mosaic submitted an application to DEP for a renewal of its existing NPDES permit for its Hookers Prairie Mine (FL0033294), where phosphate mining has previously ceased. On September 30, 2021, DEP gave notice of its intent to issue the NPDES permit renewal (FL0033294-025-IW1S/NR) to Mosaic, and a copy of the notice was published in a newspaper of general circulation in Polk County on October 8, 2021. On November 19, 2021, DEP issued the final permit (FL0033294-025-IW1S/NR). The permit authorizes Mosaic to continue ongoing reclamation activities, including the abandonment of clay settling areas and the discharge of excess mine re-

circulation water, recovered groundwater and stormwater through the following permitted outfalls: Outfalls D-001 and D-002, each discharge into Hookers Prairie, a tributary of the South Prong Alafia River; Outfall D-03A discharges via a system of reclaimed mine pits into Whidden Creek, a tributary of the Peace River; and Outfall D-005 flows into Bryants Branch, a tributary of the Peace River. The permit also authorizes the Hookers Prairie Mine to continue: to transfer mine circulation water, as needed, to Mosaic South Pierce Chemical Complex and Duke Energy-Hines Energy Complex through Mosaic owned infrastructure, i.e. pipelines and pumps utilized for the conveyance of the water; and to accept reclaimed wastewater from the city of Bowling Green into the facility's mine water re-circulation system.

Additionally, on November 8, 2021, Mosaic submitted a draft application to DEP for a minor modification to the approved mitigation plans for the Hookers Prairie Mine. More specifically, the letter requests a minor modification to Environmental Resource Permits ("ERP") Nos. 0131819-010/017/054 and 0131819-015/060 (initially issued by DEP on May 20, 2008 and February 18, 2009, respectively) to modify the location, shape and acreage of two wetland mitigation areas and also addresses impact and associated mitigation reductions within the Cytec Brewster dragline walkpath project area (ERP No. 0131819-015/060). Both the subject wetland mitigation areas are located north of State Road 630 and south of the Mosaic South Pierce beneficiation plant.

The current NPDES footprint of the Hookers Prairie Mine consists of approximately 28,577 acres and includes the US Agri-Chemicals Rockland facility. The Hookers Prairie Mine is located at 110 Agricola Mine Rd., Bradley, Florida in Polk County, and is divided into three drainage basins: the South Prong of the Alafia, and Whidden Creek and Little Payne Creek, which are both tributaries of the Peace River.

CEMEX Construction Materials Florida, LLC—Lake Wales South Mine

On May 20, 2021, CEMEX Construction Materials Florida, LLC (“CEMEX”) submitted a draft application to DEP to modify its ERP (MMR_237608) for its existing Lake Wales South Mine, and, on June 17, 2021, DEP issued a RAI in response to the draft application (there is no deadline to respond to the RAI as the application was submitted in draft form). The existing sand mine has been in operation for many years and is currently operating under ERP MMR 0237608-016. Sand is mined by using a hydraulic dredge within upland sandy areas to produce sand products for business and industry throughout the region. Unmarketable sand is redeposited in the mined lakes and is used in the subsequent reclamation process.

On July 15, 2021, CEMEX submitted its application for the ERP modification (the prior submittal described above was a draft application), and DEP issued a notice of application (237608-017), for the above modification. The draft application requests to modify the mining depth for the South Extension of the Lake Wales Sand Mine from 45 feet NGVD to 25 feet NGVD or the depth of the confining unit underlying the surficial aquifer. The application states that the modification will not result in any expansion of the mining footprint, wetland impacts, or changes in the stormwater management system.

On August 12, 2021, DEP issued a RAI in response to the July 15th application. The RAI requests revisions to the project drawings/maps and requests CEMEX to provide the total project area and ambient surface water and groundwater quality characterization or a justification of why existing data is representative. It also states that hydrologic concerns might arise depending on the applicant’s response to hydrologic and other review comments. CEMEX submitted its response to this RAI on August 19, 2021, which explained that water samples will be collected from three

existing monitor wells and the surface water in the wetland at a staff gage, and that, within approximately thirty days following receipt of the laboratory's report of results, a letter format report will be provided to DEP that includes a sampling location, field sampling logs, the laboratory's report of analytical results, and a discussion of the results. On September 17, 2021, DEP issued a second RAI to CEMEX, which was responded to on September 20, 2021. CEMEX revised the "+/- 81 acres" listed in the application for the project/phase area to "+/- 257" acres to reflect the total acreage for which mining depth will be increased. CEMEX also attached a Water Quality Monitoring Plan and clarified that the plan proposes that one monitor well be installed to the depth of the proposed mining and that there is no existing monitoring data at this time.

On October 21, 2021, DEP deemed the CEMEX application to modify the mining depth for its Lake Wales Sand Mine South Extension complete. On November 19, 2021, DEP gave notice of its approval of the ERP modification (file no. MMR_237608-017).

The Lake Wales Sand Mine is located on the north and south sides of State Road 60 near the City of Lake Wales in Polk County, Florida. The project appears to be located in or near the Lake Wales Ridge area, which is the easternmost extension of the upper Peace River basin.

Mosaic Fertilizer, LLC—Water Use Permit

On December 29, 2021, the Southwest Florida Water Management District ("SWFWMD") received an application for a new water use permit (permit no. 21012.000) from Mosaic for its Long Island Marsh Sod Farm. The application explains that it involves a partial ownership transfer of existing water use permit 2004606.010 as Mosaic recently purchases 2,605.161 gross acres of land, of which 2,232.671 acres is irrigated pursuant to the existing water use permit for the purpose of sod farming (which Mosaic also intends to do). This proposed new permit is for an annual average

allocation of 2.977 million gallons per day (“mgd”) and peak month allocation of 13.371 mgd. Mosaic’s permit application states that there is no increase in the existing permitted average annual allocation, but there is a requested 150,410 gallons per day (“gpd”) increase in the drought annual allocation (from 3.6261 mgd to 3.77651 mgd) and a 389,841 gpd increase in the peak month allocation (from 12.982 mgd to 13.371841 mgd). The permit is for agricultural uses in Charlotte and DeSoto Counties and is located in the Southern Water Use Caution Area and Peace River basin.

On January 13, 2022, SWFWMD issued a RAI requesting, among other things: a water conservation plan; an explanation of discrepancies in the amount of total irrigated acreage (Mosaic’s application states 2,232 irrigated acres but review of the AGMOD report and existing permit shows 2,094 irrigated acres); whether pump capacity has changed from what is in the existing permit; confirmation of whether Mosaic is requesting a reduced inch application rate or, if any new quantities are being requested, to provide reasonable assurances that any additional withdrawals will not impact nearby wetlands, areas of resource concern, or existing legal users in the area; and clarification of whether Mosaic is actually requesting a change in the drought annual average allocation (review of the existing permit indicates that it authorized 3.77651 mgd for the transferred wells, contrary to what is stated in Mosaic’s application).

Sarasota County BOCC—Water Use Permit

On November 1, 2021, SWFWMD received a water use permit modification application (permit no. 8836.015) from Sarasota County BOCC. The application requests to increase the consolidated permit’s permitted allocation. The proposed permit modification is for an annual average allocation of 19.987 mgd (increased from the currently permitted 13.737 mgd) and peak month allocation of 22.748 mgd (increased from the currently permitted 16.499 mgd). The permit

is for public supply uses in Sarasota and Manatee Counties and is located in the Most Impacted Area of the Southern Water Use Caution Area and Manasota basin.

More specifically, the application requests a modification of the existing permit to allocate the additional 8.25 mgd in withdrawals to the Carlton Memorial Reserve Wellfield (“CMRW”) and to remove the University Parkway Wellfield (“UPW”) withdrawals (which consist of seven active groundwater supply wells that are permitted to provide up to 2 mgd average annual daily flow of raw brackish water for treatment and blending at the University Parkway Water Treatment Facility). The memorandum submitted with the application explains that the amount of increased groundwater withdrawals from the CMRW as part of the permit modification is tied to the quantity of groundwater that can be safely withdrawn without impacting the Most Impacted Area of the Southern Water Use Caution Area, and presents the impact analysis associated with an additional allocation of 8.25 mgd from the CMRW coupled with the elimination of the UPW withdrawals.

On December 1, 2021, SWFWMD issued a RAI requesting a revised version of the CMRW Management Plan (dated November 2019) and the CMRW Environmental Monitoring Plan (dated May 14, 2013), as well as other additional information, including: what will occur with the withdrawals located at the UPW (whether these wells are planning to be plugged and abandoned after successful completion of phase 3 of the project, or if there will be other proposed uses for them at that time); the casing diameters and mainline diameters of the newly proposed wells; a more relevant discussion of predicted impacts with respect to the water resources in the area and reasonable assurance that any wetlands on and near CMRW will not be impacted by the proposed increases; and corrected modeling (the RAI explained that the submitted modeling indicated errors in the methodology used to ensure that the net benefit is successful).