

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

**AGENDA**

**April 3, 2024 @ 9:30 a.m.**

DeSoto County Administration Building  
Commission Chambers, First Floor  
201 East Oak Street, Arcadia, FL

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

**BOARD OF DIRECTORS**

Commissioner Elton Langford, DeSoto County, Chairman  
Commissioner Joseph Tiseo, Charlotte County, Vice Chairman  
Commissioner Jason Bearden, Manatee County  
Commissioner Michael Moran, Sarasota County

**CALL TO ORDER**

**INVOCATION**

Commissioner Elton Langford

**PLEDGE OF ALLEGIANCE**

Led by the Board

**WELCOME GUESTS**

**HOST COUNTY REMARKS**

**PUBLIC COMMENTS**

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

## **AWARDS/RECOGNITIONS**

1. 2023 FDEP Drinking Water Plant Operations Excellence Award

## **CONSENT AGENDA**

1. Minutes of the February 7, 2024, Board of Directors Meeting and Workshop
2. Resolution 2024-04 'Recognition of the Month of April as Water Conservation Month'
3. Resolution 2024-05 'Recognition of National Drinking Water Week'
4. Award of Contracts for Purchase of Water Treatment Chemicals
5. Award Contract for Professional Auditing Services
6. Piggy-Back Charlotte County Contract with Sanders Laboratories for Water Quality Analysis
7. Investment Banking Services Co-Manager Changes
8. Consultant Selection - Partially Treated Surface Water Aquifer Storage and Recovery Project
9. Phase 3C Pipeline Easement Agreements
10. Work Order to McKim & Creed for Electrical and Instrumentation & Control (I&C) Services

## **REGULAR AGENDA**

1. Water Supply Conditions Report
2. 2024 Legislative Update
3. Authority Insurance Coverage Review and Property Insurance Renewal
4. Draft 5-Year Capital Improvements Plan & 20-Year Capital Needs Assessment
5. 2014B Refunding/Phase 3C Regional Interconnect Financing
6. New Water Supply Needs and Regional Project Selection
7. Amending the Master Water Supply Contract

## **TENTATIVE BUDGET FOR FY 2025**

1. Tentative Budget for FY 2025
2. Resolution 2024-06 'Resolution Setting Forth Preliminary Schedules of Rates, Fees and Charges for FY 2025'

## **GENERAL COUNSEL'S REPORT**

1. Resolution for FDEP Easement on Phase 2B Regional Interconnect
2. Response to FRS Letter on Executive Director Compensation

## **EXECUTIVE DIRECTOR'S REPORT**

## **ROUTINE STATUS REPORTS**

1. Hydrologic Conditions Report
2. Check Registers for January and February 2024
3. Peace River Reservoir No. 3 Project (PR3) Final Design
4. Regional Integrated Loop System Phase 2B Interconnect



5. Regional Integrated Loop System Phase 3C Interconnect
6. DeSoto Booster Pumping Station Project
7. Brackish Groundwater Reverse Osmosis Project at the Peace River Facility
8. 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

June 5, 2024 @ 9:30 a.m.

Manatee County Administration Building

Honorable Patricia M. Glass Chambers

1112 Manatee Ave. West, Bradenton, FL

### Future Authority Board Meetings

August 7, 2024 @ 9:30 a.m. – Sarasota County

October 2, 2024 @ 9:30 a.m. – Charlotte County

December 4, 2024 @ 9:30 a.m. – DeSoto County

## **ADJOURNMENT**

**Visit the Business page of our website [www.regionalwater.org](http://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](http://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**  
*April 3, 2024*

**AWARDS/RECOGNITIONS**  
**ITEM 1**

**2023 FDEP Plant Excellence Award**

---

**Presenter -**

Richard Anderson, Deputy Director

Authority Staff will present an award on behalf of the Florida Department of Environmental Protection (FDEP). The Peace River Regional Water Plant has been selected to receive a 2023 Drinking Water Plant Operations Excellence Award in recognition of outstanding treatment plant operation, maintenance, and compliance.

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**  
**BOARD OF DIRECTORS MEETING**  
*April 3, 2024*

**CONSENT AGENDA**  
**ITEM 1**

**Minutes of February 7, 2024, Board of Directors Meeting and Workshop**

---

**Recommended Action -**

**Motion** to approve minutes of February 7, 2024 Board of Directors Meeting and Workshop.

Draft minutes of the February 7, 2024, Board of Directors Meeting and Workshop are provided for Board approval.

**Attachments:**

Draft minutes of the February 7, 2024, Board of Directors Meeting and Workshop

Minutes of Board of Directors Meeting  
**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**  
Peace River Facility  
Water Quality & Training Center  
8998 SW County Road 769, Arcadia, FL 34269

***Board Members Present:***

Commissioner Elton Langford, DeSoto County, Chairman  
Commissioner Joe Tiseo, Charlotte County  
Commissioner Jason Bearden, Manatee County  
Commissioner Mike Moran, Sarasota County

***Staff Present:***

Mike Coates, Executive Director  
Doug Manson, General Counsel  
Richard Anderson, Deputy Director  
Terri Holcomb, Director of Engineering  
Jim Guida, Director of Water Resources & Planning  
Ann Lee, Finance & Budget Sr. Manager  
Mike Knowles, Engineering & Projects Sr. Manager  
Rachel Kersten, Executive Assistant & 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 Langford called the meeting to order at 9:30 a.m.

**INVOCATION**

Commissioner Langford offered the invocation.

**PLEDGE OF ALLEGIANCE**

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

**WELCOME GUESTS**

Executive Director, Mike Coates offered host remarks and welcomed guests to the Peace River Facility.

**PUBLIC COMMENTS**

Public comment was made by Richard Russell and Erik Howard.

**ELECTION OF OFFICERS**

**1. Election of Chairman and Vice-Chairman for 2024**

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

Commissioner Moran moved to nominated Commissioner Langford as Chairman and Commissioner Tiseo as Vice-Chairman.

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

**CONSENT AGENDA**

1. **Approve Minutes of the December 6, 2023, Board of Directors Meeting**
2. **Approve Year-End Financial Status and Semi-Annual Investment Reports for FY 2023**
3. **Approve Novation of Two Contracts from Janicki Environmental to Environmental Science Associates (ESA)**
4. **Approve Professional Services Contract for Information Technology Support and Management Services**
5. **Approve Phase 3C Regional Interconnect Easement Agreements**
6. **Approve Phase 2B Regional Interconnect Resolution of Necessity for Pipeline Easements**
7. **Approve Treatment Trains 7 and 8 Rehabilitation Project – Phase 1 Work Orders**
8. **Approve Phase 3C Regional Interconnect Resolution of Necessity 2022-03 – Amendment No. 3**
9. **Approve Operating Protocol Agreement between the Authority and the Polk Regional Water Cooperative for Water Supply Operations on the Peace River**

**Motion was made by Commissioner Tiseo, seconded by Commissioner Bearden, to approve the Consent Agenda. Motion was approved unanimously.**

**REGULAR AGENDA**

**1. Water Supply Conditions Report**

Richard Anderson presented the Water Supply Conditions at the Peace River Facility as of January 19, 2024 for the Board’s information:

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

December Water Demand	26.31 MGD
December River Withdrawals	21.77 MGD
<u>Storage Volume:</u>	
Reservoirs	6.79 BG
ASR	<u>8.72 BG</u>
Total	15.41 BG

Commissioner Bearden asked what the max capacity the Authority can supply from the facility today. Mr. Anderson explained that we have a permitted capacity of 51MGD. We have a contractual obligation to our customers through the Master Water Supply Contract of 34.7MGD.

## 2. FY 2023 Annual Comprehensive Financial Report and Independent Auditors' Report

Ann Lee along with Tiffany Mangold, CPA, with the firm of Purvis Gray & Company presented findings of the completed annual audit of the Authority's financial records for the fiscal year ending September 30, 2023. 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 recommended the Board 'receive and file' the Annual Comprehensive Financial Report and Independent Auditors' Report of the Authority for period ending September 30, 2023, and approve its submittal to the GFOA Certificate of Achievement for Excellence in Financial Reporting Program, pending the changes related to GASB 68.

Commissioner Tiseo stated that he had a question concerning the financial section of the audit report, specifically concerning investments. Is there a finance committee with someone from the Authority Board on it that works with the audit firm? Ms. Lee replied that no, the Authority does not have a finance committee. Commissioner Tiseo explained his concern that specific lender information was not included in the audit report and stated that in the future he would like to see this information. He continued by asking about the bond line items that show losses. Ms. Lee and Ms. Mangold explained that these are paper loses. Commissioner Tiseo stated that this is not how he is reading the report and that he would like to see the actual schedule for these investments. Ms. Lee agreed to send these to Commissioner Tiseo following the meeting.

Commissioner Tiseo continued by asking about the terms surrounding the \$100M line of credit with PNC bank. What does this fee schedule look like? Is it competitive to the market? Ms. Lee explained that all the Authority's borrowings did go through a competitive process, including the \$100M line of credit. She stated that she would be happy to provide Commissioner Tiseo with all the schedules and documents to bring him up to speed on these items.

**Motion was made by Commissioner Tiseo, seconded by Commissioner Moran, to receive and file 'Peace River Manasota Regional Water Supply Authority FY 2023 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 and 75. Motion was approved unanimously.**

## 3. FY 2025 Budget - Schedule and Budget Considerations

Mr. Coates presented the budget considerations for Board direction in preparation of the FY 2025 budget.

Concerning member contributions, Commissioner Tiseo asked for clarification on the debt service component and each member's portion of this. How was this rate method determined? Is this methodology created in-house? Mr. Manson explained that the debt service methodology is designated by the Master Water Supply Contract.

Commissioner Moran stated that he personally would like to see the insurance renewals when they come around in March. Having a background in insurance and with his experience there are ways to maximize the savings on these policies and he believes we need to look at this a little closer. Mr. Coates agreed and ensured that when the time comes, this would be brought to the Board.

**GENERAL COUNSEL’S REPORT**

**1. Update on PFAS settlement and case issues.**

Mr. Manson provided an update on the PFAS settlement agreement. The parties have put this agreement in front of the federal judge for consideration. After the judge rules that the settlement is approved, there is a time for appeals. If there are no appeals, it will then be opened for further claims. After that formula is applied, payments will be made. Mr. Manson stated that he will continue to keep the Board updated on the process as it moves along.

**2. Clarification for FRS on Executive Director compensation**

There has been a question from FRS concerning the Executive Director’s employee contract and monies designated by the employer as differed compensation. Mr. Manson asked for a letter signed by the Chair clarifying the intent of the employment agreement to FRS. The Board consented unanimously.

**EXECUTIVE DIRECTOR’S REPORT**

Mr. Coates had no further updates for the Board.

**CHAIRMAN’S REPORT**

**1. Recognition of Commissioner Bill Truex**

The Authority wishes to express its gratitude to Commissioner Truex for his service to the Authority over the past two (2) years.

**Motion was made by Commissioner Tiseo, seconded by Commissioner Moran to approve Resolution 2024-02 ‘Recognition of Commissioner Bill Truex for Service to the Region as a Member of the Peace River Manasota Regional Water Supply Authority Board of Directors’. Motion was approved unanimously.**

**ROUTINE STATUS REPORTS**

There were no Board comments on routine status reports.

**BOARD MEMBER COMMENTS**

There were no additional Board Member comments.

**PUBLIC COMMENTS**

No additional public comments were made.

**ANNOUNCEMENTS**

Next Authority Board Meeting  
April 3, 2024 @ 9:30 a.m.  
DeSoto County Administration Building  
Commission Chambers, First Floor  
201 East Oak Street, Arcadia, FL

Future Authority Board Meetings

June 5, 2024 - Manatee County

August 7, 2024 - Sarasota County

October 2, 2024 - Charlotte County

December 4, 2024 - DeSoto County

**ADJOURNMENT**

There being no further business to come before the Board, the meeting was adjourned at 10:50 a.m.

---

Commissioner Elton Langford  
Chairman



Minutes of Board of Directors Workshop  
**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**  
Peace River Facility  
Water Quality & Training Center  
8998 SW County Road 769, Arcadia, FL 34269

***Board Members Present:***

Commissioner Elton Langford, DeSoto County, Chairman  
Commissioner Joe Tiseo, Charlotte County  
Commissioner Jason Bearden, Manatee County  
Commissioner Mike Moran, Sarasota County

***Staff Present:***

Mike Coates, Executive Director  
Doug Manson, General Counsel  
Richard Anderson, Deputy Director  
Terri Holcomb, Director of Engineering  
Jim Guida, Director of Water Resources & Planning  
Ann Lee, Finance & Budget Sr. Manager  
Mike Knowles, Engineering & Projects Sr. Manager  
Rachel Kersten, Executive Assistant & 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 Langford called the workshop to order at 11:00 a.m.

**AGENDA**

**1. Master Water Supply Contract – New Water Supply Procedure**

Mike Coates presented on the New Water Supply Procedure for the Master Water Supply Contract:

- Background on Regional Demand, Supply & Capacity Allocations
- Future Water Supply Procedure
  - Steps in the Process
  - MWSC Capacity Allocation Tables
  - Additional Exhibits in the MWSC Relating to Supply Capacity
- Summary

**2. New Water Supply Quantities and Timing**

Jim Guida presented on the New Water Supply Quantities and Timing:

- Background on Authority Supply Planning Efforts
- 2024 Customer Projections / Requested New Authority Supplies
  - Schedule of Requested Quantities from the Authority

### 3. Regional Water Supply Project Options

Terri Holcomb presented on the Regional Water Supply Project Options:

- Water Supply Planning Process
  - Demand Projections
  - Current Capacity
  - Supply Needs
  - Project Selection
  - Implement Projects
- Surface Water Supply Expansion Project
  - PR3 Project
  - PRF Expansion
- Brackish Water Reverse Osmosis
  - Groundwater Wellfield
  - Reverse Osmosis WTP

### 4. Project Funding Strategies

Ann Lee along with Natalie Sidor of PRAG presenting on the Project Funding Strategies:

- Publicly Offered Tax Bond Issue
- WIFIA
- Creative Funding Strategies
- Model Assumption
- Draft Finance Schedule
  - Spring 2024 – Project Selection
  - Summer 2024 – Refunding Effort; WIFIA Application Submittal
  - Spring 2025 – Finalize Funding Plan

### 5. Master Water Supply Contract Updates

Doug Manson presented on the Master Water Supply Contract Changes and Review:

- Contract Clean-Up Changes Review and Discussion:
  - Process Reviewed at August 2021 Board Meeting
  - September 8, 2021, Professional Staff Meeting
  - October 1, 2021, Board Workshop
  - November 3, 2021, Professional Staff Meeting
  - January 12, 2022, Professional Staff Meeting
  - April 6, 2022, Board Meeting
  - May 4, 2022, Professional Staff Meeting
  - June 1, 2022 Board of Directors Workshop presentation on Revisions
  - Proposed Third Amendment to the MWSC reviewed by Customer attorneys and sent to Board Member January 2023
  - Update with the Customer water supply demand received January 2024 and Desoto Payment

## 6. Summary & Next Steps

Richard Anderson presented the workshop summary and next steps:

- New Regional Supply Capacity needed in 2028 and increases to 22.5 MGD in 2041
- Board approved Surface Water Expansion Project yields 18 MGD and can be on-line in 2028
- Meeting the 2028 schedule will require
  - Customer commitments
  - Amendment to the Master Water Supply Contract
  - Continued project progress
- March 2024
  - Discussions with Participating Customer BOCC's
- April 2024
  - Board Action – Project Confirmation
  - Board Action – Approve Master Water Supply Contract Amendments – Provide to Customers
- June 2024
  - Board Action – Adoption of Master Water Supply Contract Amendment
  - Board Action – Approve Selection and Contract for Progressive Design Builder (PDB) for Peace River Facility Expansion
  - Board Action – Approve Phase 1B Construction Manager at Risk (CMAR) Services Contract for Preconstruction Services on PR3 Pumping and Conveyance Facilities
- October 2024
  - Board Action – Approve list of pre-qualified contractors for the Peace River Regional Reservoir No. 3
- December 2024
  - Board Update – Completion of Peace River Reservoir Project Final Design
- April 2025
  - Board Action – Approve GMP for PR3 Pumping & Conveyance Facilities
  - Board Action – Approve Contractor Bid for Peace River Reservoir No. 3
  - Board Action – Approve GMP for Progressive Design Build on Peace River Facility Expansion

### BOARD MEMBER COMMENTS

No additional Board comments were made.

### PUBLIC COMMENTS

No additional public comments were made.

### ADJOURNMENT

There being no further business to come before the Board, the workshop was adjourned at 12:40 p.m.

---

Commissioner Elton Langford  
Chairman

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**  
**BOARD OF DIRECTORS MEETING**  
*April 3, 2024*

**CONSENT AGENDA**  
**ITEM 2**

**Resolution 2024-04**  
**‘Recognition of the Month of April as Water Conservation Month’**

---

**Recommended Action -**

**Motion** to approve Resolution 2024-04 ‘Recognition of the Month of April as Water Conservation Month’.

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

**Attachments:**

Resolution 2024-04 ‘Recognition of the Month of April as Water Conservation Month’

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**

**Resolution 2024-04**

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

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

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

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

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

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

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

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

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

**Done** at Port Charlotte, Florida this Third day of April 2024.

Attest:

**Peace River Manasota**  
Regional Water Supply Authority

\_\_\_\_\_  
Mike Coates  
Executive Director

\_\_\_\_\_  
Commissioner Elton A. Langford  
Chairman

Approved as to Form:

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

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**  
**BOARD OF DIRECTORS MEETING**  
*April 3, 2024*

**CONSENT AGENDA**  
**ITEM 3**

**Resolution 2024-05**  
**‘Recognition of National Drinking Water Week’**

---

**Recommended Action -**

**Motion** to approve Resolution 2024-05 ‘Recognition of National Drinking Water Week’.

The importance of water is too often overlooked. Safe drinking water is the lifeblood of our communities, yet few people understand the true value of what comes from their tap. The Authority is pleased to take this opportunity with the American Water Works Association to remind everyone that a reliable water system is essential to their everyday life by proclaiming May 5-11, 2024, as ‘National Drinking Water Week’.

**Attachments:**

Resolution 2024-05 ‘Recognition of National Drinking Water Week’

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**

**Resolution 2024-05**

**RECOGNITION OF NATIONAL DRINKING WATER WEEK**

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

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

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

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

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

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

**WHEREAS**, for more than 40 years the American Water Works Association and its members have celebrated Drinking Water Week – a unique opportunity for both water professionals and the communities they serve to join together in recognizing the vital role water plays in our lives.

**NOW, THEREFORE, BE IT RESOLVED**, by the Authority Board of the Peace River Manasota Regional Water Supply Authority that May 5-11, 2024 is proclaimed as ‘National Drinking Water Week’.

**Done** at Port Charlotte, Florida this Third day of April 2024.

Attest:

**Peace River Manasota**  
Regional Water Supply Authority

---

Mike Coates  
Executive Director

---

Commissioner Elton A. Langford  
Chairman

Approved as to Form:

---

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

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**  
**BOARD OF DIRECTORS MEETING**  
*April 3, 2024*

**CONSENT AGENDA**  
**ITEM 4**

**Award Contracts for Purchase of Water Treatment Chemicals**

---

**Recommended Action -**

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

Water treatment chemicals were bid in accordance with the Authority's Procurement Policy and staff recommends award of contracts to the lowest responsible and responsive bidders as listed below. Contracts are for an initial term of one (1) year (May 1, 2024, through April 30, 2025) and are eligible for up to two (2) one-year extensions upon mutual consent of the parties.

<b>Bid Item</b>	<b>Chemical</b>	<b>Recommended Bidder</b>	<b>Current Cost</b>	<b>New Cost</b>
No. 1	12% Sodium Hypochlorite	Allied Universal Corp.	\$1.43/lb.	\$1.56/lb.
No. 2	Copper Sulfate	Thatcher Chemical of Florida	\$2.028/lb.	\$2.01/lb.

**Budget Action:** No action needed.

**Attachments:**

Tab A Notice of Award & Bid Tabulation

Tab B Sample Contract for Purchase of Water Treatment Chemicals



**TAB A**  
Notice of Award & Bid Tabulation

**NOTICE OF INTENDED DECISION FOR AWARD OF PURCHASE CONTRACT -  
PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY  
WATER TREATMENT CHEMICALS**

**Recommended Action - Accept bids and award Contracts for Purchase of Water Treatment Chemicals to the recommended lowest, responsible, and responsive bidders.**

Water treatment chemicals were bid in accordance with the Authority's Procurement Policy. Bids were received and opened on March 12, 2024.

Staff recommends the Authority Board of Directors award purchase contracts to the lowest, responsible, and responsive bidders as listed below at the Authority Board meeting on April 3, 2024. Bid tabulation is attached.

<b>Bid Item</b>	<b>Chemical</b>	<b>Recommended Bidder</b>	<b>New Cost</b>
No. 1	12% Sodium Hypochlorite	Allied Universal Corp.	\$1.56/lb.
No. 2	Copper Sulfate	Thatcher Chemical	\$2.01/lb.

**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 proceeding under chapter 120, Florida Statutes.**

**Posted: March 18, 2024**

Peace River Manasota Regional Water Supply Authority  
 Water Treatment Chemicals 2024  
 Bid Opening: March 12, 2024 @ 10:00 am  
 9415 Town Center Parkway, Lakewood Ranch, FL 34202

Company Name	Time Opened	Item No. 1 12% Sodium Hypochlorite (\$/gal) Total Bid Amount:	Item No. 2 Copper Sulfate (\$/lb.) Total Bid Amount:
Univar	10:00 AM	no bid	no bid
Allied Universal	10:01 AM	\$1.56/gal	no bid
Thatcher	10:02 AM	no bid	\$2.01 /lb
Chemical Systems	10:03 AM	no bid	\$2.011/lb
Brenntag Mid-South	10:04 AM	\$1.69/ gal	\$2.72/lb
Odyssey Mfg. Company	10:05 AM	\$1.65/gal	no bid

Bids Opened By: Ann Lee, Finance & Budget Sr. Manager  
 Name & Title

Witnessed By: Cheryl Grantham, Senior Accountant  
 Name & Title

  
 Signature  
  
 Signature

**TAB B**

Sample Contract for Purchase of Water Treatment Chemicals

## CONTRACT FOR PURCHASE OF WATER TREATMENT CHEMICALS

This Contract for Purchase of Water Treatment Chemicals, (the "Contract") is between Peace River Manasota Regional Water Supply Authority, 9415 Town Center Parkway, Lakewood Ranch, Florida 34202, ("Authority") and \_\_\_\_\_ whose address is \_\_\_\_\_ ("Vendor").

### Background

- A. The Authority desires to engage the Vendor to provide water treatment chemicals for the Peace River Regional Water Supply Facility, hereinafter referred to as the "Peace River Facility" on an as-needed basis for a fixed price.
- B. The Vendor desires to supply water treatment chemicals as described herein, and has the experience, personnel, and resources to provide these chemicals in a timely manner.

The Authority and the Vendor ("the parties") agree as follows:

1. **Background and Exhibits.** The background provided above, and the following exhibits and documents are part of this Contract.

- Exhibit A – Technical Specifications for Water Treatment Chemicals
- Exhibit B – Required Safety Measures
- Exhibit C – Insurance Requirements
- Exhibit D – Completed Bid Form and all documents submitted in response to the Invitation to Bid
- Invitation to Bid For Water Treatment Chemicals and Instructions to Bidders dated \_\_\_\_\_, 2024 and all related documents including Addenda

2. **Delivery of Goods.** Vendor will sell and deliver to the Authority, and the Authority will buy and accept the chemicals identified in **Exhibit A** ("goods" or "chemicals"). Vendor will furnish these chemicals FOB destination price for the delivery and unloading of the chemicals at the Peace River Facility, 8998 SW County Road 769, Arcadia, Florida 34269 ("place of delivery"). Vendor is responsible for the quality and functionality of all good supplied under this Contract. Vendor shall, without additional compensation, correct any errors or deficiencies in its goods.

3. **Time and Place of Delivery.**

- 3.1. Vendor shall deliver the chemicals within 5 business days after the Authority provides Vendor with a purchase order. The Authority may terminate this Contract if Vendor does not deliver the chemicals on time. Vendor must deliver the chemicals between the hours of 8:00 A.M. and 3:00 P.M. local time, Monday through Friday, excluding holidays, unless otherwise agreed to by the Authority.

- 3.2. Vendor confirms that its equipment is compatible with the Authority's unloading and storage facilities at no inconvenience to the Authority.
- 3.3. Vendor will provide certified weight or volume (as applicable to unit costs) tickets to the Authority with each delivery. Vendor shall provide a separate delivery ticket for each delivery and shall obtain an authorized signature from the Authority. Vendor shall comply with all requirements of the Safety Measures provided in **Exhibit B**.

4. **Price.** Vendor shall provide the chemicals for the price quoted in Vendor's Bid Form attached as **Exhibit D**. The prices include all taxes of any kind, transportation, labor, equipment, and other costs associated with delivering and unloading the goods at the point of delivery. The Authority is not obligated to make any minimum quantity purchases from the Vendor during the Contract term.

5. **Invoicing and Payment.** The Authority will assign a blanket purchase order number for the anticipated deliveries. Vendor shall prepare and submit to the Authority separate invoices for each delivery, showing the purchase order number. The Executive Director, or the Executive Director's designee, will approve payment after verifying delivery is in compliance with all requirements of this Contract. The Authority will make payment in accordance with Part VII of Chapter 218, Florida Statutes, the Local Government Prompt Payment Act. The Authority may, in addition to other remedies available at law or equity, retain such monies from amounts due Vendor as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against the Authority. The Authority may set off any liability or other obligation of the Vendor to the Authority against any payments due the Vendor under this Contract.

6. **Express Warranty.** In addition to any implied warranties under the Uniform Commercial Code, Vendor warrants to the Authority that the goods being sold under this Contract will strictly meet the Technical Specifications in **Exhibit A**.

7. **Right of Inspection.** The Authority has the right to inspect the goods at the time and place of delivery before acceptance or payment.

8. **Risk of Loss.** Any risk of loss associated with the goods remains with the Vendor until the time of acceptance of the goods by the Authority at the place of delivery.

9. **Quality Guarantee and Rejection of Nonconforming Goods.**

9.1. Quality Guarantee. If any product delivered does not meet applicable specifications provided in **Exhibit A**, or if the product will not produce the effect the Vendor has represented to the Authority, Vendor shall pick up the product from the Authority at no expense to the Authority and Vendor shall refund any money the Authority has paid for it. Vendor will be responsible for reimbursing the Authority for attorney fees in the event the bidder defaults and court action is required.

9.2. Nonconforming Goods. The Authority has the right to reject any and all goods or materials if, in its judgment, the item is unsatisfactory. In such event, the Authority must reject goods for failure to conform to the requirements of this

Contract within 30 days after they are delivered. In such event, the Authority will send written notification of the rejection to the Vendor stating the basis of the alleged nonconformity of the goods and describe the portion of the shipment being rejected. On receipt of notification of rejection, Vendor shall immediately arrange for the return shipment of the goods at the Vendor's expense. The Vendor shall provide replacement conforming goods, at no additional cost to the Authority, within 10 business days of the notice of rejection unless the Authority notifies the Vendor not to provide the goods before that date.

10. **Non-Exclusive Contract.** This is not an exclusive contract. The Authority has the right to purchase chemicals described in this Contract from other suppliers.

11. **Additional Remedies of the Authority.** In addition to any of the remedies provided under the Uniform Commercial Code, if the Vendor is unable to provide goods because of breakdown, product scheduling, lack of product or equipment, then the Authority may, on an order basis, use another supplier.

12. **Vendor's Exclusive Remedies.** The exclusive remedies of the Vendor under this Contract are to have any goods not paid for returned to the Vendor, or to receive, on demand, the purchase price for any goods not paid for in accordance with the terms of this Contract and not returned within 60 days of the demand.

13. **Contract Term.** The term of this Contract is for **one year** commencing on \_\_\_\_\_, 2024 through \_\_\_\_\_, 20\_\_\_\_. All contracts may be extended for two one-year periods upon written agreement of both parties. The parties must approve a written agreement for each contract extension no later than [\_\_\_\_\_] January 15 for the ensuing contract year. All contract terms, including prices will remain the same through the term of any extension, except that the Authority will issue a new blanket purchase order.

14. **Termination for Convenience.** The Authority may terminate this Agreement, in whole or in part without cause upon written notice to the Vendor. In such event, the Vendor's sole and exclusive recovery against the Authority will be limited to that portion of the Vendor's compensation earned to the date of termination. Vendor will not be entitled to any further recovery against the Authority, including, but not limited to, anticipated lost fees or profits. Termination will be effective upon delivery of written notice to the Vendor.

15. **Indemnification.** Vendor shall indemnify and hold harmless the agency, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Vendor and other persons employed or utilized by the Vendor in the performance of this Agreement.

16. **Insurance Requirements.** Vendor must maintain, during the entire term of this Agreement, insurance in the kinds and amounts provided in **Exhibit C** with a company or companies authorized to do business in the State of Florida. Vendor must not commence work under this Agreement until the Authority has received acceptable certificates of insurance showing evidence of such coverage. The amounts and types of insurance must be appropriate for the

Vendor's obligations and its employees and agents and must conform to the minimum requirements of this paragraph and **Exhibit C**.

17. **Documents and Data.** The Authority and the Vendor shall comply with Chapter 119, Florida Statutes (Public Records Law). Each party shall allow public access to documents and materials made or received by either party in accordance with the Public Records Act, Chapter 119, Florida Statutes subject to any applicable exemptions. The Vendor 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, all public records in possession of the Vendor upon termination of this Contract and destroy any duplicate public records that are exempt or confidential and exempt 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. **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (941) 316-1776; ALEE@REGIONALWATER.ORG; OR 9415 TOWN CENTER PARKWAY, LAKEWOOD RANCH, FLORIDA 34202.**

18. **Dispute Resolution.** In the event any dispute or disagreement arises during the course of the Contract, the Vendor shall fully perform in accordance with the Contract. The Vendor shall seek clarification and resolution of any issue, discrepancy, or dispute by submitting a formal request to the Authority's Executive Director, or appointed designee no later than 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. The Vendor will not delay or postpone delivery of goods pending resolution of any disputes or disagreements.

19. **Vendor's Representations and Warranties.** Vendor represents and warrants to the Authority as follows:

- 19.1. **Conducting Business in Florida.** Vendor is duly authorized to conduct business in the State of Florida.
- 19.2. **Authority.** Vendor has the full power and authority to execute and deliver this Contract and to incur and perform the obligations provided for herein, all of which have been duly authorized by all proper and necessary actions of the governing entity of the Vendor.
- 19.3. **Accuracy of Response.** All information provided by the Vendor in response to the solicitation was true and accurate when the Vendor submitted it to the



Authority and has not materially changed as of the Effective Date of this Contract.

- 19.4. **Understanding of Contract.** Vendor understands this Contract, the Law, and all conditions that may affect the Vendor's performance of this Contract.
- 19.5. **Laws.** Vendor will comply with all applicable federal, state and local laws, regulations and ordinances in effect at the time of performance of this Contract ("Laws") and will maintain all licenses and government approvals required by law for the performance of this Contract.
- 19.6. **Valid Agreement.** This Contract is a valid, binding, and enforceable obligation of the Vendor, and does not violate any law, rule, regulation, contract, or agreement otherwise enforceable by or against the Vendor.
- 19.7. **Scrutinized Companies.** Vendor certifies that it is in compliance with section 287.135, Florida Statutes and that it is not on this list of Scrutinized Companies that Boycott Israel and is not engaged in a boycott of Israel. For contracts for goods or services of \$1 million or more, the Vendor certifies that (1) it is not on any of the following lists: Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in Iran Terrorism Sectors, or Scrutinized Companies that Boycott Israel, (2) is not engaged in a boycott of Israel and (3) it is not engaged in business operations in Cuba or Syria. The Vendor acknowledges the remedies provided in subsection 287.135(5), Florida Statutes against anyone found to have submitted a false certification including civil penalties.
- 19.8. **Public Entity Crimes.** The Vendor understands the requirements of sections 287.132 and 287.133, Florida Statutes and is not on the convicted vendor list for public entity crimes maintained by the Florida Department of Management Services. The Vendor is in full compliance with sections 287.132 and 287.133, Florida Statutes, will remain in compliance with them throughout the term of this Contract, and will notify the Authority if it becomes non-compliant.
- 19.9. **E-Verify.** The Vendor is in compliance with section 448.095, Florida Statutes. As required by subsection 448.095(5)(a), Florida Statutes, the Vendor has registered with and uses the E-Verify System to verify the work authorization status of all newly hired employees. As required by subsection 448.095(5)(b), F.S. Vendor must require any subcontractors to provide the Vendor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Vendor shall maintain a copy of such affidavit for the duration of this Contract. **In accordance with the Authority's Procurement Policy, Vendor shall submit an executed E-Verify Affidavit as part of the bid submittal.**

20. **Miscellaneous Provisions.**

- 20.1. **Entire Agreement.** This written document constitutes the entire agreement between the parties hereto and may not be amended or modified except in writing duly executed by the party against whom such an amendment or modification is sought to be enforced.
- 20.2. **No Delegation or Assignment.** Vendor must not delegate its performance in the delivery of goods under this Contract or assign this Contract without the prior written consent of the Authority. Vendor may not assign its right to receive payment from the Authority.
- 20.3. **Successors.** The Authority and the Vendor each hereby binds itself, its successors, assigns, and legal representatives to the other.
- 20.4. **No Third-Party Beneficiaries.** The rights and obligations in this Contract inure solely to the parties hereto (their successors, assigns and legal representatives) and no other party will have any rights or obligations under or by virtue of this Contract.
- 20.5. **Waiver.** No waiver of any term of this Contract is binding unless signed in writing by the waiving party. A waiver of any term does not constitute a waiver of any other provision, whether similar or dissimilar and does not constitute a continuing waiver.
- 20.6. **Applicable Law and Venue.** This Contract will be governed by the laws of the state of Florida and construed in accordance with the Uniform Commercial Code - Sales. Wherever the term "Uniform Commercial Code" is used, it will be construed as meaning the Uniform Commercial Code as adopted in the State of Florida, as effective and in force on the date of this Contract. Venue for any action under state law arising under this Contract will be in the Twelfth Judicial Circuit of Florida. Claims justiciable in federal court will be in the Middle District of Florida.
- 20.7. **Notices.** All notices or other communications permitted or required under this Contract must be in writing and must be sent to the party at that party's address set forth below or at whatever other address the party specifies in writing. Notices must be personally delivered, sent by certified or registered mail, or sent by overnight courier, postage prepaid. or sent to all email addresses listed below for each party.

If to the Authority:

\_\_\_\_\_  
Name Title

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

Email #1: \_\_\_\_\_

Email #2: \_\_\_\_\_

Email #3: \_\_\_\_\_

If to the Vendor:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Email #1: \_\_\_\_\_

Email #2: \_\_\_\_\_

Email #3: \_\_\_\_\_

- 20.8. No Construction Against Drafting Party.** Each party acknowledges that it has carefully reviewed and understands this Contract and has had an opportunity to review it with counsel of its choosing. This Contract will not be construed more strongly against any party, regardless of who drafted or prepared it.
- 20.9. Communications.** The Vendor's communications with the Authority will be limited to the Authority's Executive Director and designated staff. Communications with the Authority's Board Members are prohibited, except with the prior permission of the Authority's Executive Director or at a duly noticed public board meeting. Any such prohibitive communications will be deemed to be a material breach of this Contract by the Vendor. This provision does not prohibit or limit contacts by or on behalf of the Authority Board Members with the Vendor.
- 20.10. Interpretation.** All words used herein in the singular extend to and include the plural, and the use of any gender extends to and include all genders. Unless the context requires otherwise: The term "include" contemplates "including but not limited to." The terms "hereof," "herein," "hereunder" and similar terms in this Contract refer to this Contract as a whole and not to any particular provision of this Contract.
- 20.11. Headings.** The captions and headings herein are for convenience of reference only and in no way define or limit the scope or content of this Contract or in any way affect its provisions. Unless otherwise indicated, references to paragraphs include all subparts.
- 20.12. Time is of the Essence.** Time is of the essence of this Contract and each of its provisions.
- 20.13. Survival.** All express representations, indemnifications, or limitations made or given in this Contract shall survive its completion or termination for any reason.
- 20.14. Severability.** If any term of this Contract is for any reason invalid or unenforceable, the rest of the Contract remains fully valid and enforceable.

**20.15. Independent Contractor.** Vendor expressly warrants that it will not represent at any time or in any manner that the Vendor or any of its agents, servants, or employees are agents, servants, or employees of the Authority. Vendor is and will remain at all times a wholly independent contractor and that the parties' obligations are solely as provided in this Contract. Vendor is responsible for assuring compliance with local, state, and federal laws and regulations and other requirements as each may apply to the sale, delivery, and goods purchased pursuant to this Contract.

**20.16. Waiver of Jury Trial.** To the extent permitted by applicable law, the Vendor and the Authority irrevocably waive any right to trial by jury in any legal proceeding arising out of or relating to this Contract or any of the transactions contemplated by it. Neither the Authority nor the Vendor or any successor thereof will seek a trial by jury in any action or proceeding (whether at law or in equity, whether direct or collateral, whether in contract or in tort) arising out of or related to this Contract or the relationship created by it. Neither the Authority nor the Vendor shall seek to consolidate any action or proceeding in which trial by jury has been waived with any other action or proceeding in which a jury trial cannot be or has not been waived.

The parties have caused their duly qualified representatives to execute this Contract on the dates set forth below.

**Peace River Manasota  
Regional Water Supply Authority**

ATTEST:

BY: \_\_\_\_\_

\_\_\_\_\_  
Mike Coates, Executive Director

WITNESS

**VENDOR:**

BY: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Print Name & Title

\_\_\_\_\_  
Print Name & Title

APPROVED AS TO LEGAL FORM:

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

**EXHIBIT A**

page 1 of 2

**TECHNICAL SPECIFICATIONS  
WATER TREATMENT CHEMICALS**

**Item No. 1 - Sodium Hypochlorite**

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

1. Sodium Hypochlorite shall be in accordance with AWWA Standard B300-18 (or latest edition) modified as follows:
  - a. Affidavit of compliance stating that the Sodium Hypochlorite complies with the applicable provisions of AWWA Standard B300-18 (or latest edition) and these specifications are required.
  - b. Sodium Hypochlorite shall be 12 trade percent available chlorine.
  - c. Sodium Hypochlorite solution shall be a clear liquid containing not more than 0.15 percent insoluble matter by weight.
  - d. Shipment shall be by bulk tanker truck.
  - e. Vendor must provide a receipt with the exact quantity of Sodium Hypochlorite delivered at the time of delivery.
  - f. Vendor shall be responsible for pumping Sodium Hypochlorite into Authority's storage tanks and shall provide all necessary equipment compatible with the Authority's filling station.

Sodium Hypochlorite shall meet NSF-60. "This material shall be certified as suitable for contact with or treatment of drinking water by an accredited certification organization in accordance with NSF/ANSI Standard 60, Drinking Water Treatment Chemicals – Health Effects."

**EXHIBIT A**

page 2 of 2

**TECHNICAL SPECIFICATIONS  
WATER TREATMENT CHEMICALS**

**Item No. 2 - Copper Sulfate**

Copper Sulfate is intended for use in controlling and/or removing causative agents responsible for producing taste and odors in the treatment of potable water.

1. Copper Sulfate shall be commercial grade of copper sulfate penthydrate at least 99%  $\text{CuSO}_4 \cdot 5\text{H}_2\text{O}$  in accordance with AWWA Standard B602-08 (or latest edition) modified as follows:
  - a. Affidavit of compliance stating that the Copper Sulfate complies with the applicable provisions of AWWA Standard B602-08 (or latest edition) and these specifications are required.
  - b. May be shipped in 50-pound multi-wall bags. Palletizing to be included in bid price. Pallets will have slats on both sides of wooden frame.
  - c. Shall be Size A as defined in AWWA Standard B602-08 (or latest edition).
2. Copper Sulfate shall meet NSF-60 or 61 as appropriate.

## **EXHIBIT B**

### **Required Safety Measures WATER TREATMENT CHEMICALS**

Vendor is responsible for notifying the proper regulatory agencies of a spill incident. In the event of a spill or leak, the Vendor shall supply the necessary personnel to respond to such an event, to work with the local Hazardous Materials Response Team, and to manage and oversee "After Event" cleanup efforts. Should a spill or leak occur that is caused by Vendor's personnel, equipment, or method of delivery, Vendor shall immediately comply with all applicable terms and conditions of Reauthorization Act of 1986, 42 U.S.C.G. 11001, et seq. (SARA), the Florida Hazardous Materials Emergency Response and Community Right-to-Know Act, Chapter 252, Part II, Florida Statutes, and Section 403.077, Florida Statutes and any other applicable Law. Vendor shall hold the Authority harmless for the responsibility of compliance with federal and state rules and regulations regarding vendor caused spills or releases or for any failure to properly report and/or comply with the Law under this paragraph.

Vendor shall provide to the Authority: (1) a written emergency spill response plan with the appropriate emergency response personnel names and telephone contact numbers (24-hour contact numbers) and (2) the proper spill response notification procedure, along with any forms required by all local, state, or federal regulatory agencies.

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

**EXHIBIT C**  
Insurance Requirements

A. The Vendor must maintain during the term of this Contract, insurance with a company or companies authorized to do business in the State of Florida in the following kinds and amounts.

B. The amounts and types of insurance shall be appropriate for the services being performed by the Vendor, its employees, or agents and must conform to the following minimum requirements:

1. Workers Compensation. Coverage must apply for all employees and 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.

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 Vendor'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.

C. Vendor must deliver to the Authority Certificates of Insurance evidencing the insurance coverage specified herein prior to execution of this Contract. The required Certificates of Insurance not only shall name types of policies provided but also shall refer specifically to the Contract.

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. Vendor shall provide the Authority with financial information concerning any self-insurance fund insuring Vendor. At the Authority's option, Self-Insurance Fund financial information may be waived.



E. All the policies of insurance so required of Vendor, except workers compensation, 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 Vendor 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. Vendor 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 Vendor hereunder. Vendor acknowledges and agrees the Authority does not in any way represent the insurance (or the limits of insurance) specified in herein is sufficient or adequate to protect Vendor'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 Vendor by certified mail. Vendor 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 Vendor may be observing the correction, removal, or replacement of defective work.

J. Vendor shall, upon request by the Authority, deliver to the Authority a copy of each insurance policy purchased by Vendor.

K. All policies, except for workers' compensation, 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 Vendors, directors, officers, employees, representatives, or agents. Nothing contained in these insurance requirements is to be construed as limiting the liability of Vendor or Vendor's insurance carriers.

L. The commercial (occurrence form) or comprehensive general liability (occurrence form) insurance shall include contractual liability insurance applicable to all of the Vendor's obligations under the Contract, including any indemnity or hold harmless provision.

M. Vendor shall require each of its subcontractors, suppliers, and other persons or organizations working for Vendor to procure and maintain, until the completion of that party's work or services, insurance of the types and in the coverage amounts required to be carried by Vendor in the Contract unless the Authority agrees, in writing, to other types of coverage and/or lower coverage amounts. Vendor shall be responsible for ensuring all of its subcontractors, suppliers, and other persons or organizations working for Vendor in connection with the Project comply with all of the insurance requirements contained herein relative to each such party. The Vendor must obtain certificates of

insurance from any subcontractor otherwise the Vendor must provide evidence satisfactory to the Authority that coverage is afforded to the subcontractor or by the Vendor's insurance policies.

**EXHIBIT D**  
**BID FORM**  
**WATER TREATMENT CHEMICALS**

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

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

COMPANY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

FAX: \_\_\_\_\_

**STREET ADDRESS IF DIFFERENT FROM ABOVE:**

STREET ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

This Bid will remain firm for a period of 90 days from the date it is submitted or for such longer period of time that Bidder may agree to in writing upon request of the Authority. If a contract is awarded, the bid price will remain firm throughout the full term of the contract and will not be subject to increase for any reason whatsoever except as expressly provided in the contract.

Bidder declares that the only persons or parties interested in this bid proposal are those named herein, that this bid proposal is, in all respects, fair and without fraud, that it is made without collusion with any official of the Authority, and that the bid proposal is made without any connection or collusion with any person submitting another bid for this solicitation.

Bidder accepts and will comply with all of the terms and conditions of the Invitation to Bid including the Contract and the Technical Specifications provided in Exhibit A to the Contract. If this Bid is awarded to Bidder, within 15 calendar days after board approval of the award, Bidder will submit the signed Contract and the required Certificates of Insurance to the Authority.

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

Bidders may submit a bid for one or more of the bid items. Each bid item will be awarded to the lowest responsive and responsible bidder for that bid item.

Bidder acknowledges receipt of the following Addenda and agrees that all addenda will be part of the Contract.

Addendum Number	Addendum Date

The following Bid Prices will be in effect for the full term of the Contract.

BID ITEM	DELIVERY METHOD	ESTIMATED ANNUAL QUANTITY	UNIT	UNIT PRICE
Item No. 1 12% Sodium Hypochlorite	Bulk Delivery	750,000	Per Gallon	\$ _____
Item No. 3 Copper Sulfate	50 lb. Moisture Proof Bag	50,000	Per Pound	\$ _____

Bidder will deliver all bid items within 5 working days from receipt of a request for delivery from the Authority except that Powder Activated Carbon will be delivered within 10 working days.

**Note (1): All bidders for Powdered Activated Carbon shall submit a sample of the product in an amount no less than one-fourth pound. Product samples must be included with the bid. The Authority will test one sample for each Bidder at no cost to the Bidder. Bidders wishing to submit multiple product samples shall submit a testing fee of \$500.00 for each additional sample in the form of a check or money order payable to the Peace River Manasota Regional Water Supply Authority.**

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Bidder: \_\_\_\_\_

State of Incorporation or Formation: \_\_\_\_\_

CORPORATE SEAL  
IF APPLICABLE

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name and Title

**IF NOT A CORPORATION**

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

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

\_\_\_\_\_  
NOTARY PUBLIC-STATE OF FLORIDA

Name typed, printed, or stamped: \_\_\_\_\_

My commission expires: \_\_\_\_\_

**IF A CORPORATION**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_ by \_\_\_\_\_ [name] as \_\_\_\_\_ [type of authority], for \_\_\_\_\_ [name of corporation], who is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC-STATE OF FLORIDA

Name typed, printed, or stamped: \_\_\_\_\_

My commission expires: \_\_\_\_\_

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**  
**BOARD OF DIRECTORS MEETING**  
*April 3, 2024*

**CONSENT AGENDA**  
**ITEM 5**

**Award Contract for Professional Auditing Services**

---

**Recommended Action -**

**Motion** to approve Professional Services Evaluation Committee recommendation and authorize the Executive Director to execute a contract for Professional Auditing Services with the highest ranked firm, Purvis Gray & Company, LLP.

In accordance with the Authority's Procurement Policy 3.1.3(3) and Florida Statute, Section 218.39, Requests for Proposals (RFP) were requested from Certified Public Accounting Firms interested in providing professional auditing services relative to the auditing of financial statements for the fiscal year ending September 30, 2024 through September 30, 2028. Three (3) RFP's were timely received by the March 6, 2024 submittal deadline and all were deemed responsive and were evaluated in accordance with the Authority's Procurement Policy.

On March 13, 2024, the Authority's Professional Services Evaluation Committee (PSEC) held a Public Meeting and reviewed the RFP's based on the Evaluation Criteria. At the conclusion of this meeting, the PSEC ranked Purvis Gray and Company, LLP the highest with the results shown in the table below.

Staff recommends that the Authority Board of Directors approve the PSEC ranking below and authorize the Executive Director to execute a contract for Professional Auditing Services with the highest ranked firm, Purvis Gray & Company, LLP. Contract duration will be five years, with option for two one-year extensions upon mutual agreement of the Parties. Services will begin upon execution of an agreement.

<b>Rank</b>	<b>Firm</b>	<b>Location</b>
1	Purvis Gray & Company, LLP	Sarasota, FL
2	Mauldin & Jenkins, LLC	Bradenton, FL
3	Marcum, LLP	Tampa, FL

**Budget Action:** None, funds for auditing services are in the FY 2024 Budget.

**Attachments:**

Tab A Notice of Intended Decision & Selection Committee Tabulation

Tab B Request for Proposals for Auditing Services

Tab C Proposals from the three firms listed above (electronic)

**TAB A**  
Notice of Intended Decision & Selection Committee Tabulation



**NOTICE OF INTENDED DECISION FOR AWARD OF CONTRACT –  
PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY  
PROFESSIONAL AUDITING SERVICES**

**Recommended Action -**                      **Motion** to approve Professional Services Evaluation Committee recommendation and authorize the Executive Director to execute a contract for Professional Auditing Services with the highest ranked firm, Purvis Gray & Company, LLP.

In accordance with the Authority’s Procurement Policy 3.1.3(3) and Florida Statute, Section 218.39, Requests for Proposals (RFP) were requested from Certified Public Accounting Firms interested in providing professional auditing services relative to the auditing of financial statements for the fiscal year ending September 30, 2024 through September 30, 2028. Three (3) RFP’s were timely received by the March 6, 2024 submittal deadline and all were deemed responsive and were evaluated in accordance with the Authority’s Procurement Policy.

On March 13, 2024, the Authority’s Professional Services Evaluation Committee (PSEC) held a Public Meeting and reviewed the RFP’s based on the Evaluation Criteria. At the conclusion of this meeting, the PSEC ranked Purvis Gray and Company, LLP the highest with the results shown in the table below.

Staff recommends that the Authority Board of Directors approve the PSEC ranking below and authorize the Executive Director to execute a contract for Professional Auditing Services with the highest ranked firm, Purvis Gray & Company, LLP.

<b>Rank</b>	<b>Firm</b>	<b>Location</b>
1	Purvis Gray & Company, LLP	Sarasota, FL
2	Mauldin & Jenkins, LLC	Bradenton, FL
3	Marcum, LLP	Tampa, FL

**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: 3/14/2024


Peace River Manasota Regional Water Supply Authority  
 Professional Audit Services: Request for Proposals  
 PSEC Meeting: March 13, 2024 @ 9:00 AM  
 9415 Town Center Parkway, Lakewood Ranch, FL 34202


Firm	Criteria						Totals
	1 (20 points)	2 (20 points)	3 (10 points)	4 (30 points)	5 (5 points)	6 (15 points)	(100 points)
Marcum	19	19	8	26	4	15	91
Mauldin & Jenkins	19.75	20	9	29	5	12	94
Purvis Gray & Company	20.00	20	10	30	5	15	100

**Criteria:**


- 1 Firm Qualifications and Experience
- 2 Partner & Staff Experience & Qualifications
- 3 Similar Engagements with other Government Agencies
- 4 Audit Approach
- 5 Independence, License to Practice & Office Location Relative to Authority
- 6 Fee

**Member Signatures:**

  
 Comm. Mike Moran, Authority Board of Directors (Chair)

  
 Rick Arthur, Charlotte County Fiscal Services

  
 Al Maio, Kimley Horn

  
 Susan Flowers, Manatee County Clerk of Court

**TAB B**  
Request for Proposals for Professional Auditing Services

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**  
**INFORMATION PACKAGE**  
**for**  
**PROFESSIONAL AUDITING SERVICES**  
**REQUEST FOR PROPOSALS**

The Peace River Manasota Regional Water Supply Authority (Authority) is requesting Proposals (RFP) from Professional Certified Public Accounting Firms (Firms) to provide usual and customary services relative to the **auditing of financial statements for the fiscal year ending September 30, 2024 thru September 30, 2028**. The contract for these services will include an option to renew for two (2) additional one (1) year periods. These audits are to be performed in accordance with generally accepted auditing standards, the standards set forth in financial audits in the U.S. General Accounting Office's (GAO) Government Auditing Standards, the provisions of the federal Single Audit Act of 1984 as amended in 1996, U. S. Office of Management and Budget (OMB) Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, as applicable, and the Rules of the Auditor General for the State of Florida.

**SCOPE OF SERVICES**

The Authority is requesting Proposals (RFP) from Professional Certified Public Accounting Firms (Auditor) to provide usual and customary services relative to the auditing of financial statements for the fiscal year ending September 30, 2024 thru September 30, 2028. These audits are to be performed in accordance with the provisions contained in this request for proposals.

The Authority desires the auditor to perform a financial and compliance audit on the basic financial statements as required by Sections 11.45, 189.06 and 218.39, Florida Statutes, the Federal Single Audit Act and Florida Single Audit Act.

In addition to the audit of the basic statements, the Authority may require assistance for the drafting and formatting of the financial statements and footnotes which must conform to the provisions of GASB, and related requirements as noted above. This assistance will be provided as part of the engagement.

The Authority will also require the Auditor to attend a regularly scheduled Board of Directors meeting to discuss the audit, typically the first Wednesday of February. The Authority's typical audit schedule includes interim work completed in June/July, final audit work Nov/Dec, with final reports due to the Authority by February 28<sup>th</sup>.

**Auditing Standards to Be Followed**

To meet the requirements of this request for proposals, the audit shall be performed in accordance with generally accepted auditing standards as set forth by the American Institute of Certified Public Accountants, the standards for financial audits set forth in the U.S. General Accounting Office's Government Auditing Standards, the provisions of the Single Audit Act of 1984 as amended in 1996, and the provisions of U.S. Office of Management and Budget (OMB) Circular A-133, as applicable, and the Rules of the Auditor General for the State of Florida.

## Reports to Be Issued

Following the completion of the audit of the fiscal year's financial statements, the auditor shall issue:

1. A report of the fair presentation of the financial statements in conformity with generally accepted accounting principles.
2. A report on the internal control over financial reporting.
3. A report on compliance and other matters.
4. Such reports as are required by OMB Circular A-133, as applicable, including, but not limited to:
  - a. Auditor's opinion on Schedule of Federal Awards, if applicable.
  - b. Auditor's opinion and reports on compliance and internal control and schedule of findings and questioned costs, along with any management letter.
  - c. Summary schedule of dispositions of prior audit findings.

## Working Paper Retention and Access to Working Papers

All working papers and reports must be retained, at the auditor's expense, for a minimum of seven (7) years, unless the firm is notified in writing by the Authority of the need to extend the retention period. The auditor will be required to make working papers available, upon requests, to the following parties or their designee:

1. Entities providing Federal or State Financial Assistance
2. U.S. general Accounting Office (GAO)
3. Parties designated by the federal or state governments or by the Authority as part of an audit quality review process.
4. Auditors of entities of which the Authority is a sub-recipient of grant funds.

In addition, the firm shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.

## **AUTHORITY BACKGROUND**

The Authority is a regional water supply authority that provides wholesale drinking water to its member counties and the City of North Port supporting the region's 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 additional supply sources and 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. The Authority's 5-year CIP currently totals \$815 million and the 20-year CNA, which includes the 5-year CIP, totals \$1.092 billion.

The Authority is a single Enterprise fund that is broken into two budgetary cost centers (administration & facility) which are combined for reporting 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. The Authority participates in the Florida Retirement System (FRS) and the Health Insurance Subsidy (HIS) defined benefit plan administered by Florida Division of Retirement.

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 as well as copies of the Authority's Annual Comprehensive Financial Report (ACFR) may be found on the Authority website ([www.regionalwater.org/business](http://www.regionalwater.org/business)).

## **GENERAL PROJECT SCHEDULE**

A summary schedule for this project is presented below. Dates may be changed at the discretion of the Authority.

<u>Milestone</u>	<u>Expected Completion Date</u>
(1) Advertise for RFP	02/05/2024
(2) Final Date for Questions	02/16/2024
(3) RFP Submittals Due to the Authority	03/06/2024
(4) PSEC (a) Meeting	03/13/2024
(6) Firm Selection	04/03/2024 (Board Action)

- (a) PSEC = Professional Services Evaluation Committee. All PSEC meetings are publicly noticed.

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

## **FIRM SELECTION PROCESS**

Firm selection shall be performed in accordance with Section 3.1.3(3) of the Authority's Procurement Policy as well as Section 218.391 (3)(a), Florida Statutes, that establishes required procedures for the selection of auditors to perform the annual financial audits required by Section 218.39, Florida Statutes and by Chapter 2005-32, Laws of Florida, that specify a consistent auditor selection process that requires the use of an audit committee, a request for proposal for the solicitation of necessary audit services, and a selection and negotiation process in which fees cannot be the sole or predominant reason for selecting a particular audit firm.

The Authority's Procurement Policy can be viewed in its entirety on the Authority's website at [www.regionalwater.org](http://www.regionalwater.org). A copy of the Authority's standard audit services contract form is included in this information package. The audit services contract contains minimum insurance requirements that must be satisfied for the contract to be executed by the Authority. The contents of the RFP of the successful Firm will be incorporated into a written agreement in terms acceptable to the Authority at its absolute discretion. **By submitting an RFP, Firm agrees to all the terms and conditions of this Request for RFP and those included in the Authority's standard audit services contract.** If Firm desires to propose a change to a term or condition of this Request for RFP or the Authority's standard audit services contract, Firm must submit its request by submitting a question as provided for below.

After issuance of this Request for RFP, prospective Firms or their agents, representatives or persons acting at the request of such Firm 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 Statements of Qualifications must be presented in writing via email to [procurement@regionalwater.org](mailto:procurement@regionalwater.org) no later than 5:00 p.m. Eastern Standard Time on February 16, 2024, using "RFP Question: 'Audit Services'" as the subject line.** Firms are responsible for reviewing the Authority's website for the Authority's responses to any questions timely submitted.

## **PROPOSAL MINIMUM REQUIREMENTS**

The Proposal must detail the Firm's recommended method to accomplish the tasks and requirements for successful completion of the Authority's Audit. In addition, the Proposal must include sufficient information to allow the Authority to evaluate the Firm's understanding, experience, and qualifications to perform the work.

The Proposal must include the following sections:

### **Background**

This section must include the following as a minimum:

1. Legal name, address, phone number of Firm and e-mail of primary contact;
2. Principal office locations of submitting Firm;
3. Legal form of company, i.e., partnership, corporation, joint venture, (if joint venture, identify the members);
4. Copy of Florida Professional Licenses as applicable (business and/or individual);
5. A signed letter of transmittal briefly stating the proposer's understanding of work to be done, the commitment to perform the work within the time period, a statement why the firm believes itself to be best qualified to perform the engagement and statement that the proposal is a firm and irrevocable offer for 120 days.
6. Disclosure of whether Firm currently audits Charlotte, DeSoto, Manatee, or Sarasota counties, or the City of North Port (Customers), in any way; and
7. Disclosure of any litigation Firm is involved in against any of the Authority Customers (listed above), either directly or retained for testimony and expertise on behalf of any other entity in litigation against the Authority or any of its Customers.

### **Technical Proposal**

The purpose of the technical proposal is to demonstrate the qualifications, competence and capacity of the firms seeking to undertake an independent audit of the Authority in conformity with the requirements of this request for proposals. The technical proposal should demonstrate the qualifications of the firm and of the particular staff to be assigned to this engagement. It should also specify an audit approach that will meet the request for proposals requirements.

This section must include the following as a minimum:



### 1. Independence & License to practice as a CPA in Florida

The firm should provide an affirmative statement that is independent of the Authority as defined by generally accepted auditing standards and Government Auditing Standards issued by the Comptroller General of the United States.

An affirmative statement should also be included indicating that the firm and all assigned key professional staff are properly licensed CPA's in the State of Florida.

### 2. Firm Qualifications and Experience

The proposal should state the size of the firm, the size of the firm's audit staff, the location of the office from which the work on this engagement is to be performed and the number and nature of the professional staff to be employed in this engagement on a full-time basis and the number and nature of the staff to be so employed on a part-time basis.

The firm is also required to submit a copy of the report on its most recent external quality control review, with a statement whether that quality control review included a review of specific government engagements.

The firm shall also provide information on the results of any federal or state desk review or field reviews of its audits during the past five (5) years. In addition, the firm shall provide information on the circumstances and status of any disciplinary action taken or pending against the firm during the past five (5) years with state regulatory bodies or professional organizations.

### 3. Partner, Supervisory and Staff Qualifications and Experience

The firm should identify the principal supervisory and management staff, including engagement partners, managers, other supervisor and specialists, who would be assigned to the engagement and indicate whether each such person is licensed to practice as a certified public accountant in Florida. The firm also should provide information on the government auditing experience of each person, including information on relevant continuing professional education for the past three (3) years and memberships in professional organizations relevant to the performance of this audit, experience with state and federal grant programs and information technology abilities.

The firm should provide as much information as possible regarding the number, qualifications, experience and training, including relevant continuing professional education, of the specific staff to be assigned to this engagement. The firm also should indicate how the quality of staff over the term of the agreement will be assured.

Key personnel may not be changed without the express prior written permission of the Authority. However, in any case, the Authority retains the right to approve or reject any replacements.

#### 4. Similar Engagements with Other Governmental Entities

For the firm's office that will be assigned responsibility for the audit, list the most significant engagements (maximum of 5) performed in the last five (5) years that are similar to the engagement described in this request for proposals. These engagements should be ranked on the basis of total staff hours.

Indicate the scope of work, date, engagement partners, total hours and the name and telephone number of the principal client contact.

#### 5. Audit Approach

The proposal should set forth a work plan, including an explanation of the audit methodology to be followed, to perform the services required in this request for proposals. The proposal should also include an approach to the documentation and review of internal controls, approach of proposed staffing hours and an approach in sampling techniques and analytical procedures. The proposal should also include any special techniques the firm may employ and an indication of the frequency of progress reports and/or progress meetings the Authority can anticipate during the engagement.

#### 6. Total All-inclusive Maximum Price

- a. The dollar cost bid should contain all pricing information relative to performing the audit engagement as described in this request for proposals. The total all-inclusive maximum price to be bid is to contain all direct and indirect costs, for every year of the 5 year engagement period plus the additional extension periods
- b. Rates for additional professional services.  
If it should become necessary for the Authority to request the auditor to render any additional services to either supplement the services requested in this request for proposals or to perform additional work as a result of the specific recommendations included in any report issued on the engagement, then such additional work should be performed only if set forth in an addendum to the contract between the Authority and the Firm. Proposals should include a schedule of rates for potential additional professional services.
- c. Manner of payment  
Progress payments will be made on the basis of hours' work completed during the course of the engagement in accordance with the firm's dollar cost bid proposal. Interim billings shall cover a period of a calendar month.

## **Required Forms**

The following forms must be included in this section:

- Proposer Guarantee (Appendix A)
- Proposer Warranties (Appendix B)
- Dollar Cost Bid Form (Appendix C)
- E-Verify Affidavit and Required Evidence
- Signed Sworn Statement under Section 287.133(3)(a), Florida Statutes, on Public Entity Crimes (below); and
- Reference Forms (List of three (3) client staff that the Authority can contact as references with respect to three of the Firm's Project Examples presented in this RFP)

The RFP shall be limited to no more than thirty (30) one-sided pages for all requested information described within the technical proposal section. 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. Font on graphics may be reduced to 10-point font size.

**Firms desiring to provide these services to the Authority must submit a single electronic file in searchable PDF format of their Proposal in accordance with the requirements contained in the information package via email to [procurement@regionalwater.org](mailto:procurement@regionalwater.org), using "Response to RFP: Audit Services" as the subject line.**

As a courtesy, the Authority will endeavor to provide an email acknowledgement usually sent within a few days after submission receipt (submissions received on the day of the deadline may not be acknowledged before the deadline or at all). It is the Firm's responsibility to confirm its submission (PDF file) has been received. The Authority can receive files up to 100 MB in size.

A Firm's RFP must be received no later than **10:00 a.m. Eastern Standard Time on March 6, 2024**, at the above referenced email address. The Authority will not be responsible for any lost or late arriving statement of qualifications sent electronically. Late submittals will not be opened or considered. RFPs 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 Statements of Qualifications. The Authority also reserves the right to waive nonmaterial irregularities and technicalities and to re-advertise for an additional statement of qualifications. If awarded, no contract will be formed between the Firm and the Authority until an agreement is executed by both parties.

Upon submittal of its RFP, the Firm 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 the 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:

<u>Criteria</u>	<u>Weighting</u>
1. Firm Qualifications & Experience	20 points
2. Partner & Staff Experience & Qualifications	20 points
3. Similar Engagements with other Government Agencies	10 points
4. Audit Approach	30 points
5. Independence, License to Practice & Office Location relative to Authority	5 points
6. Fee	15 points
<b>TOTAL</b>	<b>100 points</b>

By submitting an RFP, Firms certify they have sufficient availability with key staff to achieve the schedule submitted and, if selected to do so, can attend the presentation in-person on the scheduled date.

## **OTHER LEGAL MATTERS**

- 1. Scrutinized Companies.** By submitting a response to this solicitation, respondent certifies that it is in compliance with Section 287.135, Florida Statutes. Respondent certifies that it is not on this list of Scrutinized Companies that Boycott Israel and is not engaged in a boycott of Israel. For contracts for goods or services of \$1 million or more, respondent certifies that (1) it is not on any of the following lists: Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector, or Scrutinized Companies that Boycott Israel, and (2) it is not engaged in business operations in Cuba or Syria. Respondent acknowledges the remedies provided in Subsection 287.135(5), Florida Statutes against anyone found to have submitted a false certification including civil penalties.
- 2. Public Entity Crimes.** Respondent understands the requirements of sections 287.132 and 287.133, Florida Statutes certifies that it is not on the convicted vendor list for public entity crimes maintained by the Florida Department of Management Services. Respondent certifies that it is in full compliance with sections 287.132 and 287.133, Florida Statutes and will notify the Authority if it becomes non-compliant.
- 3. E-Verify.** Section 448.095, Florida Statutes, requires that consultants, contractors, subconsultants, and subcontractors for a public agency must register with and use the E-Verify system to verify the work authorization status of all new employees. By submitting a response to this solicitation respondent certifies that it does not employ, contract with, or subcontract with any unauthorized aliens, is in compliance with section 448.095, Florida Statutes, and if selected, will comply with the requirements in the contract concerning E-Verify.
- 4. Responsible Vendor Determination.** Respondent is hereby notified that Section 287.05701 Florida Statutes provides that the Authority may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor and may not give preference to a vendor based on the vendor's social,

political, or ideological interests.

5. **Procurement Policy And Bid Protests.** Respondent is hereby placed on notice of the existence of the Authority Procurement Policy, December 2022 (or latest revision) (“Procurement Policy”) and is considered to be on constructive notice of all provisions contained in it. 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](http://www.regionalwater.org). The Authority will post the intended decision or Board decision on the Authority’s website at [www.regionalwater.org](http://www.regionalwater.org). The Procurement Policy provides that Section 120.57(3), Florida Statutes, and Section 287.042(2)(c), Florida Statutes, are applicable to all protests to contract solicitations or awards. Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security requirement by law within the time allowed for filing a bond shall constitute a waiver of proceeding under Chapter 120, Florida Statutes.
6. **Public Records.** Once opened, all responses will become the property of the Authority and, at the sole discretion of the Authority, may not be returned to respondent. Any information, reports, or other materials given to, prepared, or submitted in response to this solicitation will be subject to the provisions of the Public Records Act, Chapter 119, Florida Statutes. Any respondent claiming that its response 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. Respondents are solely responsible for defending any claimed exemption from disclosure under Chapter 119, Florida Statutes. Subsection 119.071(1)(b), Florida Statutes, exempts sealed responses from inspection, examination, and duplication until such time as the Authority issues a notice of intended decision or within 30 days after opening the responses, whichever is earlier. This exemption is not waived by the public opening of the responses. **ANY QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THIS SOLICITATION MAY BE DIRECTED TO THE AUTHORITY’S PUBLIC RECORDS CUSTODIAN BY TELEPHONE AT (941) 316-1776, OR BY EMAIL AT [PEACERIVER@REGIONALWATER.ORG](mailto:PEACERIVER@REGIONALWATER.ORG), OR 9415 TOWN CENTER PARKWAY, LAKEWOOD RANCH, FLORIDA 34202.**
7. **Conflict of Interest.** To ensure compliance with Chapter 112, Florida Statutes, governing public officers and employees, all Firms must disclose in their Proposal the name of any officer, director, or agent who is also an employee of the Authority. Further, all Firms must disclose the name of any employee of the Authority who owns, directly or indirectly, an interest in the Firm’s or any of its subsidiaries.
8. **Discriminatory Vendor List.** Respondent is informed of the law set forth in Subsection 287.134(2)(a), Florida Statutes, including that an entity or affiliate who has been placed on the discriminatory vendor list maintained by the Florida Department of Management Services may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity and may not transact business with any public entity. By submitting a response, respondent certifies that it is not on the discriminatory vendor list.

**Appendix A**  
**Proposer Guarantees**

1. The proposer certified it can and will provide and make available, at a minimum, all services set forth in the RFP Scope of Services.

Signature of Official: \_\_\_\_\_

Name (typed): \_\_\_\_\_

Title: \_\_\_\_\_

Firm: \_\_\_\_\_

Date: \_\_\_\_\_

**Appendix B**  
**Proposer Warranties**

- A. Proposer warrants that it is willing and able to comply with State of Florida laws with respect to foreign (non-Florida) corporations.
- B. Proposer warrants that it is willing and able to obtain an errors and omissions insurance policy and professional liability insurance policy providing a prudent amount of coverage for the willful or negligent acts, or omissions of any officers, employees or agents thereof.
- C. Proposer warrants that it will not delegate or subcontract its responsibilities under an agreement without the express prior written permission of the Authority.
- D. Proposer warrants that all information provided by it in connection with this proposal is true and accurate.

Signature of Official: \_\_\_\_\_

Name (typed): \_\_\_\_\_

Title: \_\_\_\_\_

Firm: \_\_\_\_\_

Date: \_\_\_\_\_

**Appendix C**  
**Schedule of All Inclusive Prices**  
**For the Audit of the Fiscal Year 2024 – Fiscal Year 2028 Financial Statements**

**Total All Inclusive Price**

<b>2024</b>	
<b>2025</b>	
<b>2026</b>	
<b>2027</b>	
<b>2028</b>	
<b>Extension 1</b>	
<b>Extension 2</b>	

**Rates for Additional Professional Services**

<b>Staff Level</b>	<b>Hourly Rate</b>
Partners	
Managers	
Supervisory Staff	
Staff Level	
Other (specify)	



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 Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

a) A predecessor or successor of a person convicted of a public entity crime; OR

b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in management of an entity.

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

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

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

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

I UNDERSTAND 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)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_(name of officer or agent, title of officer or agent) of \_\_\_\_\_(name of Firm 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: \_\_\_\_\_



**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, Firm 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 Firm employees hired on and after January 1, 2021. Additionally, Firm shall require all sub-firms performing work under this Agreement to use the E-Verify system for any employees hired on and after January 1, 2021. Firm 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 \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_ (name of officer or agent, title of officer or agent) of \_\_\_\_\_ (name of Firm 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: \_\_\_\_\_

**SAMPLE PROFESSIONAL SERVICES AGREEMENT**  
**(SEE ATTACHMENT)**

## **Agreement for Financial Auditing Services**

This Agreement for Financial Auditing Services is made by and between Peace River Manasota Regional Water Supply Authority, an interlocal government agency of the State of Florida existing under Sections 163.01 and 373.713, Florida Statutes (the “Authority”), and \_\_\_\_\_ (“Firm”), a corporation in the State of \_\_\_\_\_ authorized to do business in the State of Florida (“Agreement”).

### **Background**

- A. The Authority desires to retain the Firm to provide financial auditing services as described in **Exhibit A**, Scope of Services (“Services”).
- B. The Authority has selected the Firm in accordance with the RFP for Auditing Services dated \_\_\_\_\_ (the “RFP”), the Authority’s procurement policy, and applicable Laws.
- C. The Firm desires to provide the services required by the Authority as described in this Agreement.

### **Terms and Conditions**

1. **Background, Exhibits, and Documents.** The background provided above and the following exhibits which are attached, are part of this Agreement. The Information Package and the Firm’s submittals provided in response to the solicitation for the Services are also part of this Agreement as well as any related Work Orders that may be executed by the parties.

Exhibit A – Scope of Services

Exhibit B – the Firm’s response to the 2024 RFP for Audit Services

Exhibit C – Authority Resolution 2018-01 Resolution Establishing Per Diem and Travel Expenses

Exhibit D – Insurance Requirement

Exhibit E – Certificate of Insurance

2. **Definitions.** The following terms used in this Agreement have the following meanings:

- 1.1. Agreement – This written document, as it may be amended from time to time and all incorporated documents.
- 1.2. Law – All laws, statutes, rules, regulations, ordinances, codes and/or orders applicable to the Services including Auditor General Rules.
- 1.3. Services – The services described in **Exhibit A**, as well as all obligations, duties and responsibilities required of the Firm under this Agreement. The term “Services” also includes all Additional Services which may be subsequently authorized in writing by the Authority.

- 1.4. Additional Services – Subject to paragraph 10 of this Agreement, any services that are authorized by the Authority in a written amendment after this Agreement is executed.
2. **Effective Date and Term.** This Agreement will become effective on the last date all the parties have executed it, as demonstrated by the date under the signatures on the signature page and will remain effective for five years unless it is sooner terminated as provided in this Agreement. The parties may agree in writing to extend the term for two additional one-year periods.
3. **Compensation.** For the timely and proper performance of the Services, the Authority will pay the Firm the compensation set forth in **Exhibit B, the RFP.**
4. **The Firm’s Representations and Warranties.** The Firm represents and warrants to the Authority as follows:
  - 4.1. **Conducting Business in Florida.** the Firm is duly authorized to conduct business in the State of Florida.
  - 4.2. **Authority.** the Firm has the full power and authority to execute and deliver this Agreement and to incur and perform the obligations provided for herein, all of which have been duly authorized by all proper and necessary actions of the governing entity of the Firm.
  - 4.3. **Accuracy of Response.** All information provided by the Firm in response to the solicitation was true and accurate when the Firm submitted it to the Authority and has not materially changed as of the Effective Date of this Agreement.
  - 4.4. **Understanding of Agreement.** The Firm has familiarized itself with and understands this Agreement, the Services, the Law, and all conditions that may affect the Firm’s performance of this Agreement.
  - 4.5. **Laws.** The Firm will maintain all licenses or permits required by Law for the performance of the Services and will comply with all Laws in effect at the time of the execution of this Agreement and at the time of performance of the Services.
  - 4.6. **Expertise.** The Firm has special expertise in the type of professional services to be provided under this Agreement and the Firm acknowledges that such representations were a material inducement to the Authority to enter into this Agreement with the Firm.
  - 4.7. **Valid Agreement.** This Agreement is a valid, binding, and enforceable obligation of the Firm, and does not violate any law, rule, regulation, contract, or agreement otherwise enforceable by or against the Firm except as it may be limited by bankruptcy, insolvency, reorganization, or other similar laws affecting the rights of creditors generally.

- 4.8. Scrutinized Companies.** The Firm certifies that it is in compliance with section 287.135, Florida Statutes and that it is not on this list of Scrutinized Companies that Boycott Israel and is not engaged in a boycott of Israel. For contracts for goods or services of \$1 million or more, the Firm certifies that (1) it is not on any of the following lists: Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in Iran Terrorism Sectors, or Scrutinized Companies that Boycott Israel, (2) is not engaged in a boycott of Israel and (3) it is not engaged in business operations in Cuba or Syria. The Firm acknowledges the remedies provided in subsection 287.135(5), Florida Statutes against anyone found to have submitted a false certification including civil penalties.
- 4.9. Public Entity Crimes.** the Firm understands the requirements of sections 287.132 and 287.133, Florida Statutes and is not on the convicted vendor list for public entity crimes maintained by the Florida Department of Management Services. the Firm is in full compliance with sections 287.132 and 287.133, Florida Statutes, will remain in compliance with them throughout the term of this Agreement, and will notify the Authority if it becomes non-compliant.
- 4.10. E-Verify.** The Firm is in compliance with section 448.095, Florida Statutes. As required by subsection 448.095(5)(a), Florida Statutes, the Firm has registered with and uses the E-Verify System to verify the work authorization status of all newly hired employees. As required by subsection 448.095(5)(b), F.S. the Firm must require any subcontractors to provide the Firm with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. the Firm shall maintain a copy of such affidavit for the duration of this Agreement.

## **5. The Firm's Responsibilities.**

- 5.1. Performance of Services.** The Firm shall perform the Services upon the terms and conditions set forth in this Agreement and upon any terms required under any government funding agreement.
- 5.2. Standard of Performance.** The Firm shall perform the Services in a timely and professional manner in accordance with applicable professional standards consistent with that level of care and skill ordinarily exercised by other competent professionals with expertise in the type of services required in this Agreement practicing under similar conditions at the same time and locality. The Firm has represented to the Authority that the Firm has expertise and experience in the type of services to be rendered hereunder and that such representation was a material inducement to the Authority to enter into this Agreement with the Firm.
- 5.3. Changes.** The Firm shall immediately notify the Authority if anything changes regarding the Firm's representations and warranties contained in this Agreement.
- 5.4. Resources.** The Firm shall secure and maintain an adequate and competent staff of professionals and resources required to perform the Services.



**5.5. Key Personnel.** The Firm must not remove any key personnel or Subcontractors assigned to provide Services without the prior written approval of the Authority. All key personnel will be available for the Services on a full-time basis, except as otherwise expressly approved in writing by the Authority. Such key personnel are as follows:

---

---

**5.6. Objectionable Employees.** If at any time during the term of this Agreement the Authority notifies the Firm in writing that any of the Firm's employees or the employees of any Subcontractor are objectionable to the Authority, the Firm shall remove or have the Subcontractor remove the objectionable employee from providing Services and not reemploy the objectionable employee on any portion of the Services.

**5.7. The Firm's Representative.** The Firm will designate in writing a single representative with the authority to transmit instructions, receive information, interpret, and deliver the Firm's policy and decisions related to the Services and bind the Firm with respect to any matter arising out of or relating to this Agreement.

**5.8. Status Reports and Inspections.** The Firm shall routinely and continuously advise the Authority of the status of the work performed by the Firm. The Firm shall maintain documents obtained or generated under this Agreement and make them available upon request by the Authority during the term of this Agreement and for seven years after its termination.

**5.9. No Discrimination.** the Firm shall comply with Title VII of the Civil Rights Act of 1964, as amended, and the Florida Civil Rights Act of 1992. the Firm will not discriminate in any form or manner against its employees or applicants for employment on the basis of race, color, national origin, religion, sex, age, handicap, or marital status. Further, the Firm shall comply with all applicable rules, regulations or executive orders promulgated to give effect to the Civil Rights Act of 1964, as amended.

**5.10. Notice of Claims.** The Firm shall immediately notify the Authority if it becomes aware of any circumstances which may reasonably give rise to any claim against the Authority related to the Services performed under this Agreement.

**5.11. No Conflicts of Interest.** The Firm is not under contract and will not contract for or accept employment for the performance of any work or services with an individual, business, corporation, or government unit that would create a conflict of interest in the performance of its obligations under this Agreement.

**6. Authority's Responsibilities.**

**6.1. Applications for Payment.** The Authority will review and consider, in a reasonably prompt and thorough fashion, all applications for payments, reports, schedules,

estimates, proposals or other documents presented to the Authority by the Firm and will inform the Firm of the Authority's decisions or otherwise take appropriate action within a reasonable time to not unreasonably delay the Services of the Firm.

**6.2. Authority's Representative.** The Authority will designate in writing a single representative with authority to transmit instructions, receive information and interpret and deliver the Authority's policy and decisions pertinent to the Services.

## **7. Change of Plan.**

**7.1. Authority's Right.** The Authority has the absolute right to terminate, suspend, or amend the Services at any time and for any reason, and such action on its part will not be deemed a default or breach of this Agreement. Any such termination, suspension, or amendment will be in writing.

**7.2. Remedies.** If the Services is entirely or partly suspended for one or more periods of time the Firm will have no claim for compensation for the suspended period(s). Upon resumption of the Services, the Firm shall resume the Services until the Services are completed in accordance with this Agreement, and the time for completion of the Services which were suspended will be extended for the period of the suspension.

## **8. Termination of Agreement.**

**8.1. Authority Termination for Convenience.** The Authority has the right to terminate this Agreement, in whole or in part without cause upon written notice to the Firm. In such event, the Firm's sole and exclusive recovery against the Authority will be limited to that portion of the Firm's compensation earned to the date of termination, together with any costs reasonably incurred by the Firm that are directly attributable to the termination. The Firm will not be entitled to any further recovery against the Authority, including, but not limited to, anticipated fees or profits on Services not required to be performed. The Authority in its sole discretion will determine that portion of the compensation earned for any incomplete Services based upon the ratio of such part of the Services completed relative to the entire Services. Termination without cause will be effective upon delivery of written notice to the Firm.

**8.2. Termination by the Firm.** If the Authority violates any provision of this Agreement, and if the violation continues for 60 days after the Firm has delivered written notice of the violation, then the Firm may, without prejudice to any other right or remedy, terminate or cancel this Agreement by giving the Authority 14 days written notice of termination. In the event of any such termination by the Firm, the Firm's sole and exclusive remedies against the Authority will be limited to those set forth in paragraph 8.1 above.

**8.3. Delivery of material after termination.** Within 10 days after any termination of this Agreement, the Firm shall deliver to the Authority all papers, drawings, models, and other material prepared by and for the Firm with respect to the Services.

9. **Waiver.**

**9.1. Acceptance of Final Payment.** the Firm's acceptance of final payment constitutes a full waiver of all claims by the Firm against the Authority arising out of and relating to this Agreement or otherwise related to the Services, except those previously made in writing and identified by the Firm as unsettled at the time it submits its invoice for final payment. Neither the acceptance of the Services nor any payment by the Authority will be deemed to be an acceptance of defective or incomplete Services or waiver of any of the Authority's rights against the Firm.

**9.2. Non-enforcement.** Non-enforcement of any provision of this Agreement by either party will not constitute a waiver of that provision nor will it affect the enforceability of that provision or the remainder of this Agreement.

10. **Additional Services.**

**10.1. Notice to Authority.** If the Firm is of the opinion that any services the Authority directs it to perform are beyond the Scope of the Services under this Agreement, the Firm shall, within seven business days of such direction, notify the Authority in writing of its opinion. The Authority shall, within 10 business days after receipt of such notification, determine whether such service is beyond the scope of this Agreement and constitutes Additional Services. If the Authority determines that such service does constitute Additional Services, it will provide extra compensation to the Firm based upon the rates and terms provided in **Exhibit A**.

**10.2. Claims against the Authority.** In the event of claims by others against the Authority in connection with the Services, the Firm shall provide the Authority such technical assistance that the Authority may request. Such assistance shall constitute Additional Services, unless such claims are caused by the failure of the Firm, its agents, employees or Subcontractors to comply with the terms and conditions of this Agreement or otherwise perform their duties under this Agreement.

11. **Assignment.** The Firm must not sublet, assign, or transfer this Agreement or any Services without the prior written consent of the Authority, which consent may be withheld in the Authority's sole discretion.

12. **Indemnification.** The Firm shall indemnify and hold harmless the agency, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Firm and other persons employed or utilized by the Firm in the performance of this Agreement.

13. **Insurance Requirements.** The Firm must maintain, during the entire term of this Agreement, insurance in the kinds and amounts provided in **Exhibit D** with a company or companies authorized to do business in the State of Florida. the Firm must not commence work under this Agreement until the Authority has received acceptable certificates of

insurance showing evidence of such coverage. The amounts and types of insurance must be appropriate for the services being performed by the Firm and its employees and agents and must conform to the minimum requirements of this paragraph. the Firm's Certificates of Insurance are attached as **Exhibit E**.

**14. Documents and Data.**

**14.1.** All final documents that are required by Florida Law to be endorsed and are prepared by the Firm in connection with the Services must bear the endorsement of a person in the full employment of the Firm or duly retained by the Firm and duly licensed in the appropriate professional category.

**14.2.** The Firm and its employees and Subcontractors must not make any statements, press releases or public releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or any other information obtained or furnished in compliance with this Agreement, except as required by Law or at meetings where representatives of the Authority are present, without the Authority's prior written consent. The Firm will not publish, copyright, or patent any of the data furnished or developed with respect to the Services without first obtaining the Authority's written consent, as all such rights are the property of the Authority.

**15. Audit Rights.** The Firm shall keep all books, records, files, plans, drawings, and other documentation, including all electronically stored items, which concern or relate to the Services hereunder (collectively referred to herein as "Records") for a minimum of seven years from the date of expiration or termination of this Agreement or as otherwise required by Law, which ever date is later. the Authority, or any duly authorized agents or representatives of the Authority, will have the right to audit, inspect and copy all or such Records as often as they deem necessary during any such period of time. This right to audit, inspect and copy the Records shall include all Records of Subcontractors.

**16. Public Records.**

**16.1. Duty to Maintain and Provide Records.** the Firm shall keep and maintain all public records required to perform services under this Contract as required by Chapter 119, Florida Statutes. All analyses, data, documents, models, modeling, reports, and tests performed or utilized by the Firm will be made available to the Authority upon request and are considered public records in accordance with Chapter 119, Florida Statutes, unless they are exempt under the Law.

**16.2. IF THE FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE FIRM'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE AGENCY'S CUSTODIAN OF PUBLIC RECORDS**

**AT PHONE (941) 316-1776;  
EMAIL – PEACERIVER@REGIONALWATER.ORG;  
OR MAIL – 9415 TOWN CENTER PARKWAY,  
LAKEWOOD RANCH, FLORIDA 34202.**

- 16.3. Post Contract Responsibilities.** Upon completion of this contract, the Firm shall keep and maintain, at no cost, to the Authority, all public records produced under this Agreement in the possession of the Firm or shall transfer them to the Authority. If the Firm transfers all public records to the Authority, the Firm shall destroy any duplicate public records. If the Firm keeps and maintains public records after completion of the contract, the Firm shall meet all legal requirements for retaining public records including the rules and retention schedules adopted by the Division of Library and Information Services of the Department of State under Section 119.021(2)(a), Florida Statutes. All records stored electronically must be provided to the Authority upon request from the Authority in a format that is compatible with the information technology systems of the Authority.
- 16.4. Exempt Records.** the Firm shall ensure that public records that are exempt from public records disclosure are not disclosed except as authorized by law during the term of this Agreement and following its completion if the Firm does not transfer the records to the Authority.

## **17. Miscellaneous Provisions.**

- 17.1. Entire Agreement.** This written document constitutes the entire agreement between the parties hereto and the Agreement may not be amended or modified except in writing duly executed by the party against whom such an amendment or modification is sought to be enforced.
- 17.2. Successors.** the Authority and the Firm each hereby binds itself, its successors, assigns, and legal representatives to the other.
- 17.3. No Third-Party Beneficiaries.** The rights and obligations in this Agreement inure solely to the parties hereto (their successors, assigns and legal representatives) and no other party will have any rights or obligations under or by virtue of this Agreement.
- 17.4. Applicable Law and Venue.** This Agreement will be governed by and construed under the laws of the State of Florida. Venue for any action under state law arising under this Agreement will be in the Twelfth Judicial Circuit of Florida. Claims justiciable in federal court will be in the Middle District of Florida.
- 17.5. Notices.** All notices or other communications permitted or required under this Agreement must be in writing and must be sent to the party at that party's address set forth below or at whatever other address the party specifies in writing. Notices must be personally delivered, sent by certified or registered mail, or sent by

overnight courier, postage prepaid. or sent to all email addresses listed below for each party.

If to the Authority:

\_\_\_\_\_, \_\_\_\_\_  
Name Title

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

Email #1: \_\_\_\_\_  
Email #2: \_\_\_\_\_  
Email #3: \_\_\_\_\_

If to the Firm:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Email #1: \_\_\_\_\_  
Email #2: \_\_\_\_\_  
Email #3: \_\_\_\_\_

- 17.6. No Construction Against Drafting Party.** Each party acknowledges that it has carefully reviewed and understands this Agreement and has had an opportunity to review it with counsel of its choosing. This Agreement will not be construed more strongly against any party, regardless of who drafted or prepared it.
- 17.7. Interpretation.** All words used herein in the singular extend to and include the plural, and the use of any gender extends to and include all genders. Unless the context requires otherwise: The term “include” contemplates “including but not limited to.” The terms “hereof,” “herein,” “hereunder” and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement.
- 17.8. Headings.** The captions and headings herein are for convenience of reference only and in no way define or limit the scope or content of this Agreement or in any way affect its provisions. Unless otherwise indicated, references to paragraphs include all subparts.
- 17.9. Time is of the Essence.** Time is of the essence of this Agreement and each of its provisions.

- 17.10. Survival.** All express representations, indemnifications, or limitations made or given in this Agreement shall survive its completion or termination for any reason.
- 17.11. Severability.** If any term of this Agreement is for any reason invalid or unenforceable, the rest of the Agreement remains fully valid and enforceable.
- 17.12. Independent Contractor.** The Firm is retained by the Authority only for the purposes and to the extent set forth in this Agreement, and its relationship with the Authority during the term of this Agreement will be that of an independent contractor. The Firm will have the discretion, subject to the requirement that it perform the services required hereunder competently and professionally in accordance with the applicable professional standards and otherwise comply with the terms of this Agreement, to select the means and methods of performing such services.
- 17.13. Waiver of Jury Trial.** To the extent permitted by applicable law, the Firm and the Authority irrevocably waive any right to trial by jury in any legal proceeding arising out of or relating to this Agreement or any of the transactions contemplated by it. Neither the Authority nor the Firm or any successor thereof will seek a trial by jury in any action or proceeding (whether at law or in equity, whether direct or collateral, whether in contract or in tort) arising out of or related to this Agreement or the relationship created by it. Neither the Authority nor the Firm shall seek to consolidate any action or proceeding in which trial by jury has been waived with any other action or proceeding in which a jury trial cannot be or has not been waived.

[The remainder of this page is blank]

The parties have caused their duly qualified representatives to execute this Agreement on the dates set forth below.

**Witnesses:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Print title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Print title

\_\_\_\_\_  
Date

**Attest:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Print title

\_\_\_\_\_  
Date

**Approved as to legal sufficiency:**

\_\_\_\_\_  
Douglas P. Manson, General Counsel

**The Firm:**

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Print title

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Print title

\_\_\_\_\_  
Date



**Exhibit A**  
**Scope of Services**

The Authority desires the auditor to perform a financial and compliance audit on the basic financial statements as required by Sections 11.45, 189.06 and 218.39, Florida Statutes, the Federal Single Audit Act and Florida Single Audit Act.

In addition to the audit of the basic statements, the Authority may require assistance for the drafting and formatting of the financial statements and footnotes which must conform to the provisions of GASB, and related requirements as noted above. This assistance will be provided as part of the engagement.

The Authority will also require the Auditor to attend a regularly scheduled Board of Directors meeting to discuss the audit, typically the first Wednesday of February. The Authority's typical audit schedule includes interim work completed in June/July, final audit work Nov/Dec, with final reports due to the Authority by February 28<sup>th</sup>.

**Auditing Standards to Be Followed**

To meet the requirements of this request for proposals, the audit shall be performed in accordance with generally accepted auditing standards as set forth by the American Institute of Certified Public Accountants, the standards for financial audits set forth in the U.S. General Accounting Office's Government Auditing Standards, the provisions of the Single Audit Act of 1984 as amended in 1996, and the provisions of U.S. Office of Management and Budget (OMB) Circular A-133, as applicable, and the Rules of the Auditor General for the State of Florida.

**Reports to Be Issued**

Following the completion of the audit of the fiscal year's financial statements, the auditor shall issue:

1. A report of the fair presentation of the financial statements in conformity with generally accepted accounting principles.
2. A report on the internal control over financial reporting.
3. A report on compliance and other matters.
4. Such reports as are required by OMB Circular A-133, as applicable, including, but not limited to:
  - a. Auditor's opinion on Schedule of Federal Awards, if applicable.
  - b. Auditor's opinion and reports on compliance and internal control and schedule of findings and questioned costs, along with any management letter.
  - c. Summary schedule of dispositions of prior audit findings.

**Exhibit B**

**Response to 2024 RFP for Audit Services**

**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.

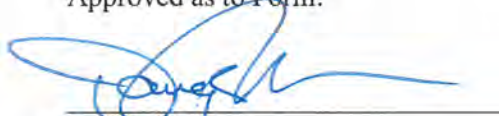
Attest:

  
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**  
**Insurance Requirements**

The Firm shall purchase and maintain professional liability insurance with respect to the performance of services being performed under this Agreement in accordance with rule 61H1-26.002, Florida Administrative Code, except that the Firm may not submit a signed waiver of limitation on liability that is otherwise authorized by rule 61H1-26.002, Florida Administrative Code. Professional liability insurance shall be maintained in full force and effect through the end of one (1) calendar year following the term of this Agreement. The professional liability insurance policy shall be endorsed to provide for renewals through said one (1) calendar year, or if the current policy is not renewed, to provide for an extended reporting period on the existing policy through said one (1) calendar year.

**Exhibit E**  
**Certificate of Insurance**

**TAB C**  
Proposals for Professional Auditing Services



**MARCUM**  
ACCOUNTANTS ▲ ADVISORS



**Peace River  
Manasota**  
Regional Water Supply Authority



# PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

Professional Auditing Services

March 6, 2024

**Moises D. Ariza, CPA, CGMA, Partner**  
201 East Kennedy Blvd., Suite 1500 | Tampa, FL 33602  
Phone: 813.397.4815 x39612  
[moises.ariza@marcumllp.com](mailto:moises.ariza@marcumllp.com)



March 6, 2024

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

Marcum LLP ("Marcum" or the "Firm") is pleased to respond to the RFP to provide professional auditing services for Peace River Manasota Regional Water Supply Authority (the "Authority").

As outlined in our proposal, we will perform usual and customary services relative to the auditing of financial statements for the fiscal year ending September 30, 2024 through September 30, 2028. The contract for these services will include an option to renew for two (2) additional one (1) year periods. We commit to perform the work within the time period defined in the request for proposal. Marcum is independent of the Authority as defined by generally accepted auditing standards and *Government Auditing Standards* issued by the Comptroller General of the United States. This proposal will detail our methodology and how we will work with the Authority to develop a strong partnership.

For 70 years, Marcum, **as a National Top 12 Firm**, has provided professional services to the public sector, including counties, local governments, government pension plans, public utilities, charter schools, community redevelopment agencies, special districts, and other government entities. **In the past year alone, the Florida region of Marcum has performed more than 45 audits of government entities. At a national level, we provide services to more than 300 government entities and 400 employee benefit plans.** Some of our key qualities that differentiate us are as follows:

▶ **SIGNIFICANT EXPERIENCE IN THE PUBLIC SECTOR**

In the past year alone, the Florida region of Marcum has performed more than 45 audits of government entities. **At a national level, we provide services to more than 300 government entities.** We have extensive experience in the Federal and Florida Single Audit Acts including the OMB Uniform Guidance.

▶ **TRANSITION EXPERIENCE**

Our team offers a great deal of experience with transitioning to new clients and our process streamlines the transition, while minimizing the disruption to you during the auditor change. As a result of having a new team with a new approach and significant local government experience, we offer you a different look at your systems with no pre-disposition to those systems.

▶ **SMALL-FIRM CARE AND ATTENTION WITH LARGE-FIRM RESOURCES**

Our local-office approach provides the personal service and timely communication of a small firm with access to the resources and capabilities of a large firm, resulting in the Authority receiving the best of both worlds. We have approximately 350 associates in our Florida offices, **located in Tampa**, West Palm Beach, Fort Lauderdale, and Miami.

▶ **SPECTRUM OF SERVICES**

We provide a range of assurance, advisory, and technology services and an extensive portfolio of specialty and niche practices. We leverage our access to Marcum's wealth of expertise and experience to provide further valuable guidance and support to our clients.



► **EXPERIENCED TEAM**

We have assembled a dedicated team whose skills and experience match the requirements of the Authority. The proposed client service and audit engagement partner, Moises D. Ariza, CPA has extensive experience in performing audits of government entities. All decisions that affect the planning, execution, and completion of the proposed audit will be made by Mr. Ariza. His vast experience serving Florida government entities brings a wealth of knowledge and allows us to be more efficient and effective to the Authority. He will be supported by a quality control director and team resource, Beila Sherman, CPA; IT risk audit partner, Joe Layne, CISA; audit senior manager, Scott Montgomery, CPA; audit senior, Elda Santoro, CPA; and audit staff.

► **AUDIT QUALITY**

The issues of audit quality and technical proficiency are important matters for consideration. We ensure that professional standards are exceeded on all of our engagements through a robust quality control system that encompasses a Partner and Manager Review Process, Professional Development, Technical Support, Internal Inspections, and the AICPA Peer Review Process.

Our technical competencies will be essential over the next several years with the implementation of new significant standards set by the Governmental Accounting Standards Board. **This assistance will be provided at no additional cost to the Authority.**

► **COMPLEMENTARY RESOURCES THAT ADD VALUE BEYOND THE AUDIT**

We are committed to providing our clients with educational insights and timely updates on matters relevant to their industry through complimentary webinars, newsletters, and other communications. Additionally, annually we offer a full day government CPE seminar (**Marcum's Government Symposium**) featuring both local and national speakers. This seminar is geared towards offering our clients training on key audit and accounting issues **at no cost to the Authority.**

► **PROACTIVE COMMUNICATION & PARTNERSHIP**

Perhaps the quality that best **describes Marcum is our ability to go beyond the routine, to provide an extra dimension in quality, effort and service to our clients.** The members of our firm are always accessible and are sensitive to your needs. We will be available to answer questions, discuss audit issues, and provide solutions throughout the year. We believe that this commitment sets Marcum apart from other firms.

**Marcum is independent of the Authority**, as defined by generally accepted auditing standards and Government Auditing Standards issued by the Comptroller General of the United States. We welcome the opportunity to answer any questions and to provide further information regarding our services and experience. Thank you for your consideration.

We welcome the opportunity to answer any questions and to provide further information regarding our services and experience. Thank you for your consideration.

Sincerely,



Moises D. Ariza, CPA, CGMA  
Partner, Government Services  
Authorized to represent and contractually bind the Firm.  
[moises.ariza@marcumllp.com](mailto:moises.ariza@marcumllp.com)

# PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY



## TABLE OF CONTENTS

Transmittal Letter..... i-ii

Firm Background ..... 2

Table of Contents ..... 1

Firm Background ..... 2

TAB 1: Independence & License to practice in Florida..... 3

Tab 2: Firm Qualifications and Experience..... 4

Tab 3: Partner, Supervisory, and Staff Qualifications and Experience ..... 10

Tab 4: Similar Engagements with Other Governmental Entities ..... 18

Tab 5: Audit Approach..... 19

Tab 6: All-inclusive Maximum price ..... 29

Tab 7: Other ..... 29

Appendix A: Peer Review Report

Appendix B: Licenses

Appendix C: Insurance Requirements

Appendix D: Required Forms



# PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

## FIRM BACKGROUND

- ▶ **Firm Information** – The proposed client service and audit engagement partner, Moises D. Ariza, will be the Authority’s primary contact throughout the audit. Please refer to **page ii** for Mr. Ariza’s contact information. For the Firm’s address, phone number, and legal information, please refer to **Tab 2: Firm Qualifications and Experience**.
- ▶ **Principal Office Location** – The Florida Region of Marcum includes offices in Tampa, Fort Lauderdale, Miami, and West Palm Beach. The audit will be performed and staffed from our Tampa office located at **201 East Kennedy Blvd, Suite 1500, Tampa, FL 33602**.
- ▶ **Florida Professional Licenses** – For all Florida professional business and individual licenses, please refer to **Appendix F**.
- ▶ **Letter of Transmittal** – Refer to **pages i-ii** for the Firm’s signed letter of transmittal.
- ▶ **Client Disclosure** –
  - ▶ Marcum LLP confirms we do NOT audit any of the following entities: Charlotte, DeSoto, Manatee, or Sarasota counties, or the City of North Port (Customers).
- ▶ **Litigation Disclosure** – Refer to **Tab 2** for Firm information regarding government litigation and disciplinary actions.

# PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

## TAB 1: INDEPENDENCE & LICENSE TO PRACTICE IN FLORIDA

### INDEPENDENCE

Marcum's policy is that all professional personnel be familiar with and adhere to the independence, integrity, and objectivity rules, regulations, interpretations, and rulings of the American Institute of Certified Public Accountants (AICPA), the Florida Board of Accountancy and other state CPA societies, *Government Auditing Standards* issued by the Comptroller General of the United States, relevant statutes, and applicable regulatory agencies. In addition, all professionals – from partner to staff auditor – are required to sign affidavits annually attesting to their independence.

**We affirm Marcum LLP is independent of the Authority as defined by Generally Accepted Auditing Standards and *Government Auditing Standards* issued by the Comptroller General of the United States.**

Marcum's quality control document contains detailed policies related to maintaining independence. These policies are the most stringent policies adopted by the AICPA and the various state boards of accountancy. Engagement team members are required to consider any possible situations where independence may be impaired during the acceptance or continuance process and if any arise during the performance of an engagement.

### LICENSE TO PRACTICE IN FLORIDA

We affirm that Marcum LLP is a licensed certified public accounting firm and is in good standing with all regulatory agencies. The Firm is a member of the American Institute of Certified Public Accountants (AICPA) and the Florida Institute of Certified Public Accountants (FICPA). All professional staff, upon successful completion of the CPA exam, become members of both the AICPA and their respective state society of CPAs. The Firm is properly licensed and certified to practice in Florida and is registered annually with the Florida Department of Business and Professional Regulation – Board of Accountancy.



All key team members assigned to this engagement are licensed to practice in the State of Florida. Each individual on the engagement has maintained the required CPE in government accounting and has attended an Ethics course for CPAs in Florida. Refer to Appendix F for all applicable licenses.

# PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

## TAB 2: FIRM QUALIFICATIONS AND EXPERIENCE

### FIRM OVERVIEW



Marcum LLP (a Limited Liability Partnership) is a national accounting and advisory services firm dedicated to helping clients like the Authority achieve their goals. **Since 1951, clients have chosen Marcum** for our deep expertise and insightful guidance in helping them forge pathways to success, whatever challenges they're facing.

Marcum offers a complete spectrum of tax, assurance, and advisory services, as well as an extensive portfolio of industry-focused practices with specialized expertise for the public sector including local government entities. As part of the Marcum Group, the Firm also provides a full complement of technology, wealth management, executive search and staffing, and strategic marketing services.

Headquartered in New York City, Marcum has 48 offices in major business markets across the U.S. and select international locations.

The Florida Region of Marcum includes offices in Tampa, Fort Lauderdale, Miami, and West Palm Beach. The audit will be performed and **staffed from our Tampa office located at 201 East Kennedy Blvd, Suite 1500, Tampa, FL 33602**. All audit team members are full-time employees. We have a complete government service team of 46 locally based individuals and more than 4,100 associates nationwide.

The size of our Florida team is as follows:

Personnel	Total	CPA	Government Specialist
<b>Partners</b>	35	35	3
<b>Directors</b>	31	11	2
<b>Senior Managers</b>	33	17	2
<b>Managers</b>	34	16	3
<b>Supervisors</b>	42	14	3
<b>Seniors</b>	64	21	11
<b>Staff Accountants</b>	69	9	20
<b>Operations</b>	42	0	2
<b>TOTAL</b>	<b>350</b>	<b>120</b>	<b>46</b>



# PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

## CLIENT-DRIVEN

Understanding the governmental sector and helping clients identify their needs and meet their challenges and uncovering opportunities that propel them towards success is Marcum's mission. Our own success is based on our commitment to building meaningful, trusted relationships with our clients, creating positive service experiences, and delivering unexpected value wherever and whenever we can, while maintaining our professional independence and objectivity.

Our assurance professionals, most who have been focused in the government arena throughout their entire careers, have an in-depth understanding of the complex economic and political environment in which these entities operate. Their knowledge and experience allow us to provide the highest level of professional service to our government clients.

## COMMITMENT TO EXCELLENCE

From the way we service clients to the training and development of our professionals, Marcum is committed to excellence in every aspect of our operation. Our focus on client success compels us to look beyond the numbers to see the opportunities, challenges, and solutions in every engagement. Innovation, proactivity, teamwork, and open communication are the hallmarks of our approach.

## IT RISK AND ASSURANCE

Our IT Risk and Assurance Services team can assess your information risk management and operational effectiveness. We can then provide you with privacy, compliance, and technology consulting solutions. Experienced professionals hold CISA, CISSP, CISM, CRISC, or CPA accreditations along with many years of experience in bringing unique solutions to your business and IT needs. This unique combination allows us to start with your business challenges and then tailor IT solutions to match your needs.



Our IT Risk and Assurance Services team helps clients achieve optimum results in their ability to manage IT risk, mitigate those risks, and improve performance with cost-effective solutions. Our goal is to deliver practical solutions to the problem of “digital insecurity”, which means helping to identify the most cost-effective ways to address specific concerns regarding IT-related compliance and control issues relevant to your environment and needs. In addition, the IT Risk and Assurance Services team can design and implement ERP solutions that will integrate your operations more efficiently. **As a result of our robust expertise, in 2019 and 2022,** Marcum was named a Best Firm for Technology by Accounting Today, an independent third party, in its review of accounting firms that are innovating the use of technology to build more responsive, profitable, and sustainable practices.



# PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

## ROBOTIC PROCESS AUTOMATION

At Marcum LLP, we understand that government entities are always looking to stay at the forefront of innovation. Technological advances are transforming concepts that seemed impossible just a few years ago into today's reality. Our goal as your trusted advisor is to provide you with the most cutting-edge resources available to streamline your work processes while delivering the best possible return on your investment.



Marcum's team of consulting and technology experts offer clients Robotic Process Automation "Bot" Services. These services have the capability to change the way our clients are conducting business by automating and in many cases eliminating manual process that employees would be otherwise spending hours to complete. Utilizing Digital Workers can replace many tedious functions and tasks that are time consuming and often prone to human error, including data entry, periodic reporting, and accounts payable invoicing. They can also be used to generate and distribute reports, process inbound leads, and retrieve data from the web.

## GFOA CERTIFICATE OF ACHIEVEMENT PROGRAM

Marcum assists clients who participate in the GFOA Certificate of Achievement for Excellence in Financial Reporting Program. This program is recognized as the highest award in government financial reporting. The Certificate of Achievement has been awarded on all of the financial statements for participating clients, including first time submissions. Several members of the Marcum team are special reviewers for the GFOA Certificate of Achievement Program, including Moises D. Ariza who has been a Certificate Program reviewer since 2014.



Marcum serves more than 300 government clients at a national level and 40 government clients in Florida. One hundred (100) percent of our clients that apply for the GFOA Certificate of Achievement for Excellence in Financial Reporting have received the certificate during our tenure as auditors.

## MARCUM LABS

Marcum Labs is our firm's incubator, dedicated to enhancing and adding value to our client service. Bringing together industry leaders, technologists, and practitioners within Marcum, this initiative improves the effectiveness and efficiency of our audit approach and enhances the value of choosing Marcum. The solutions being created through Marcum Labs have had immediate impact on our approach to handling your audit. Marcum Labs is a representation of our commitment to continuously invest in improvement, differentiating our firm with a direct benefit to our clients and our audit process.



# PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

## SECURE DIGITAL COLLABORATION

Marcum employs a paperless audit approach. Our audit teams utilize both proprietary and non-proprietary programs to streamline the audit process. To ensure information is stored and shared safely, we use a secure workflow data management tool for every client relationship. The user-friendly collaborative site serves as a virtual common workspace that is keyed to our data request lists and electronic audit system.

Any data we request from you can be easily uploaded to the secure site and seamlessly downloaded by our audit engagement team directly into our electronic work programs. This cloud-based tool minimizes the use of emails to transmit data, enhances the security of your information and eliminates duplicate requests for data. Our software tools and approach to our work reduce demands on client resources and saves our clients time and money.

## INTERCONNECTED SERVICES

Our group provides interconnected professional services to help government entities achieve their operational, strategic and compliance goals. Our service offerings grew from government entities seeking our advice beyond audit and compliance and our drive to do more for these organizations like the Authority.

By providing a vast array of expertise and service lines to support our clients' operations, our capacity and passion to serve and strengthen every aspect of our clients' operations remains unparalleled.



# PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

## EXPERIENCE SERVING THE PUBLIC SECTOR



### GOVERNMENT SERVICES

For over 70 years, Marcum has successfully provided professional auditing, accounting, financial reporting, and management advisory/consulting services to a broad spectrum of government entities, including preparing government financial statements, and performing Federal and Florida Single Audits. Annually we perform more than 300 government entity audits, 400 employee benefit plan audits, and 200 Single Audit engagements.

The assurance services we provide to government entities includes single audits, pension audits, compliance audits, forensic audits, IT audits, internal audits, GASB implementation, financial statement audits, aiding in obtaining the Certificate of Achievement for the ACFR, and Annual Financial Report preparation and assistance, performance or operational reviews and a wide range of consulting services for local governments.

In addition, the partner and quality control director on the proposed engagement team have been instrumental in assisting clients with the implementation of new pronouncements. Most recently, to note significant GASB pronouncements, the team assisted our clients with the implementation of GASB Statement No. 96, Subscription-Based Information Technology Arrangements and GASB Statement No. 94, Public-Private and Public-Public Partnerships.

### SINGLE AUDITS

We have conducted hundreds of federal, state, and local Single Audits and are knowledgeable of all requirements under OMB Uniform Guidance and the State of Florida Single Audit Act. To stay on top of changing audit requirements, our firm participates in various AICPA trainings and our team receives annual single audit training that involves all aspects of a single audit, including internal controls, compliance, financial reporting, the Data Collection Form, Yellow Book, and audit effectiveness. A significant portion of this training also includes discussion about single audit quality and current topics discussed in the AICPA Audit Guides and Audit Risk Alerts.

### ACTIVE PARTICIPATION ON BOARDS AND COMMITTEES

The partners, directors, and managers of the Firm are actively involved in recognized standard-setting organizations at the national, state, and local level. These organizations include the Florida Government Finance Officers Association (FGFOA), Florida Association of Special Districts (FASD), and the Florida League of Cities (FLC).

# PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

Marcum is also a member of the AICPA Employee Benefit Plan Audit Quality Center (EBPAQC) and the AICPA's Governmental Audit Quality Center (GAQC). Our involvement in these organizations further demonstrates our commitment to the public sector and helps keep us on top of issues affecting government entities.



## RESOURCES FOR OUR GOVERNMENT CLIENTS



Marcum is also committed to providing professional development programs to the entire South Florida community involved in the government sector. For the past 29 years, Marcum has presented an annual Government Symposium, an 8-hour accounting and auditing seminar that focuses on current developments in government affairs, including accounting, legal and operational topics. We encourage our clients and non-clients alike, to attend this technical (CPE) Symposium at no cost.

## FEDERAL OR STATE DESK REVIEWS OR FIELD AUDITS

There are no actions as a result of any federal or state desk reviews or field audits to Marcum or its auditors of government entities during the past five (5) years. There has been no disciplinary action taken nor pending against Marcum or any of the professional staff during the past five (5) years with the State Board of Accountancy or the Auditor General or any other regulatory bodies.

## GOVERNMENT LITIGATION AND DISCIPLINARY ACTIONS

Marcum LLP affirms there has been no litigation whereby a court has ruled against the firm in any matter related to the professional government auditing services of the Firm. The firm has been providing audit services to government entities for over 70 years and has never been a party involving a government entity.

There have been no pending indictments, litigation or proceeding during the past three (3) years, whereby a court or any administrative agency has ruled against the firm in any matter related to its professional government auditing services of the Firm. There have not been any terminations, suspensions, censures, reprimands, probations or similar actions against any member of Marcum LLP by the Florida State Board of Accountancy in the last three (3) years.

Marcum LLP ("Marcum") is a global firm with significant operations and as a result, it is a party to ordinary course litigation. No litigation, proceeding or investigation by any regulatory body will have a material impact on Marcum's ability to operate its business and to provide the services contemplated hereunder.

# PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

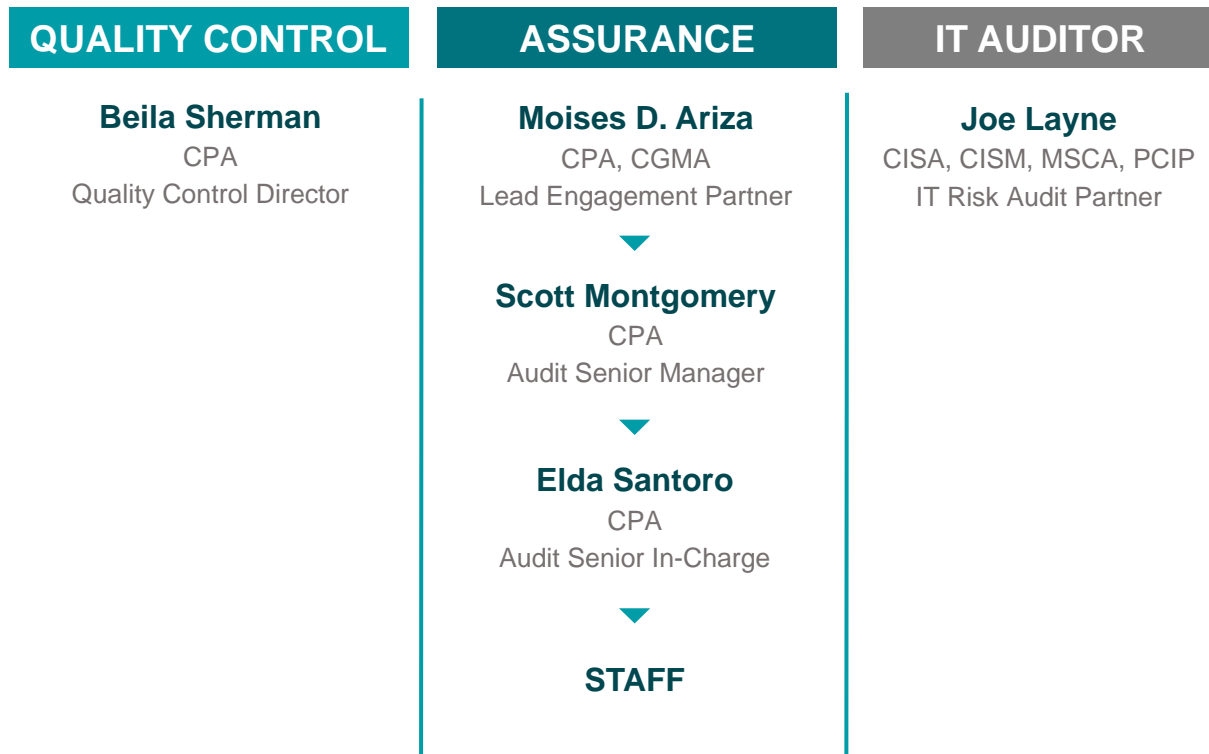
## TAB 3: PARTNER, SUPERVISORY, AND STAFF QUALIFICATIONS AND EXPERIENCE

### AUDIT TEAM

The team members proposed for the Authority have comprehensive industry knowledge and possess the critical regulatory, technical, and business process skills necessary to provide you with an effective and efficient audit. These professionals are well-versed in the complexities of governmental accounting, auditing, and financial reporting, including all GASB pronouncements, Federal and Florida Single Audit Acts, OMB Uniform Guidance, CRA operations, and State Laws and Rules of the Auditor General.

Moises D. Ariza and Scott Montgomery are “key” team members. We anticipate key team members to remain consistent over the term of the engagement. No personnel changes will be made without the express prior written permission of the Authority.

### ENGAGEMENT TEAM STRUCTURE





# PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

## MOISES D. ARIZA, CPA, CGMA

**PARTNER** ▶ ASSURANCE SERVICES

▶ moises.ariza@marcumllp.com



Moises D. Ariza is a partner in the Firm's Assurance Division. He has more than fourteen years of experience in the accounting profession providing accounting, assurance, and advisory services to a wide range of clients. Much of his client base includes nonprofit organizations, local governments, employee benefit plans, manufacturing companies and retail entities.

In addition, Mr. Ariza has significant expertise in performing Federal and Florida Single Audits in accordance with OMB Uniform Guidance and the Florida Single Audit Act, as well as program-specific compliance audits.

Mr. Ariza is involved in all phases of the audit process, from planning and initial risk assessment to ensuring compliance with all State and Federal laws, and the preparation and review of financial statements. He is a qualified peer reviewer and regularly performs peer reviews under the AICPA Peer Review Program.

Within the firm, Mr. Ariza develops in-house training seminars for the Firm's professional staff as well as continuing education programs for various outside organizations. Moises is an active team leader in the Firm's Employee Benefit Plan Group, Nonprofit Sector and Government Services Group.

### Professional & Civic Affiliations

- Chartered Global Management Accountant (CGMA)
- American Institute of Certified Public Accountants (AICPA)
- Florida Institute of Certified Public Accountants (FICPA)
- Government Finance Officers Association (GFOA)
- GFOA Special Review Committee, Active Member
- Association of Latin Professionals in Finance and Accounting, Member (ALPFA)
- Miami-Dade, Broward and Palm Beach County League of Cities, Associate Member
- South Florida Government Finance Officers Association, Associate Member
- Florida Government Finance Officer Association, Member (FGFOA)
- YMCA of South Florida, Finance Committee Member

### Awards & Accolades

- Top 20 Professionals Under 40, Brickell Magazine, 2021
- Young Horizons Award, Florida Institute of CPAs, 2021

### Articles, Seminars & Presentations

- Navigating through GASB No. 68, Published Article
- The Importance of Governmental Financials, FGFOA Conference
- GASB Statement No. 68, 2015 Marcum Governmental Symposium Government Auditing Standards and OMB Uniform Guidelines, Internal Training
- Risk Assessment and Audit Approach, Internal Training
- Related Party Transactions, Internal Training
- Employee Benefit Plans, Internal Training

### CPE Hours (two years)

Government	145
Other (Accounting, Auditing, Technical and Behavioral)	<u>60</u>
<b>Total</b>	<b><u>205</u></b>

### PRACTICE FOCUS

- Financial Audits
- Federal & Florida Single Audits
- Financial Reporting
- Program-Specific Compliance Audits

### INDUSTRY FOCUS

- Local Governments
- Government Pension Plans
- ERISA Pension Plans
- Special Districts
- Nonprofits
- Wholesale & Retail Distributors
- Manufacturers

### EDUCATION

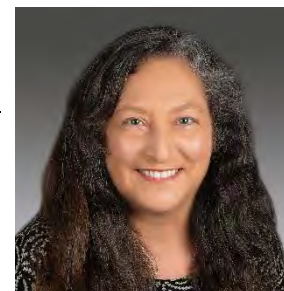
- Bachelor of Accounting – Florida International University
- Master of Accounting – St. Thomas University

# PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

## BEILA SHERMAN, CPA

**QUALITY CONTROL DIRECTOR** ► ASSURANCE SERVICES

► beila.sherman@marcumllp.com



Beila Sherman has more than 25 years of experience providing accounting, auditing and advisory services for a wide range of entities. As a Director in the Firm’s Assurance division, her primary responsibilities include on-site supervision and review of audit engagements to ensure they are prepared in accordance with professional and Firm standards.

Ms. Sherman provides guidance to clients ranging from complex accounting issues to general business and accounting developments. She has significant experience in the evaluation of internal controls.

In addition, Ms. Sherman develops in-house training seminars for the Firm’s professional staff as well as continuing education courses for various outside organizations, on current accounting and auditing matters. She is actively involved in the division’s professional development activities.

### Professional & Civic Affiliations

- American Institute of Certified Public Accountants (AICPA)
- Florida Institute of Certified Public Accountants (FICPA)
- Florida Institute of Certified Public Accountants – CIRA Section
- Government Finance Officers Association (GFOA)
- Canadian Institute of Chartered Accountants (CPA)
- South Florida Government Finance Officers Association, Associate Member (SFGFOA)
- Miami-Dade, Broward, and Palm Beach Counties Leagues of Cities

### Articles & Presentations

- Internal CPE Training, Instructor
- “Governmental Accounting (GASB) and Government Auditing Standards”, Internal Training
- “Federal and Florida Single Audits Acts”, Internal Training
- Florida School of Government Finance Instructor
- FGFOA Presenter
- FASD Presenter

### CPE Hours (three years)

Government	168
Ethics	8
Other (Accounting, Auditing, Technical and Behavioral)	<u>40</u>
<b>Total</b>	<b><u>216</u></b>

### PRACTICE FOCUS

- Financial Audits
- Federal Single Audits
- Florida Single Audits
- Operational & Performance Reviews
- Agreed-Upon Procedures
- Attestation Services
- Advisory Services
- Peer Reviews

### INDUSTRY FOCUS

- Local Governments
- Nonprofit Organizations
- CIRA Organizations
- Wholesale & Retail Distributors
- Manufacturers
- Construction Companies
- Real Estate Companies

### EDUCATION

- Bachelor of Business Administration, Mount Saint Vincent University

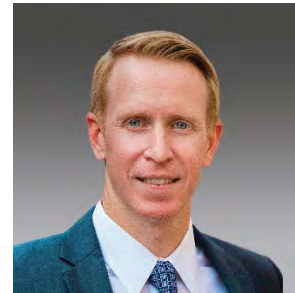
# PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

## JOE LAYNE, CISA, CISM, MSCA, PCIP

**PARTNER** ► ADVISORY SERVICES

► joe.layne@marcumllp.com

Joe Layne is a Partner in Marcum's Advisory Services practice. He oversees IT audits for large commercial clients, including public and private businesses. He is an experienced Information Systems Auditor with dynamic information systems risk, compliance and audit experience spanning 19 years across external Big Four Audit, Internal Audit and Information Technology.



Mr. Layne has worked in Information Technology as well as Internal and External audit developing a unique perspective having experienced the client side as well as performing client services. This allows him to better bridge the gap between broad regulations and the realistic impact or implementation of IT Risk and Controls with clients.

Mr. Layne offers ongoing education for clients around risk mitigation as well as risk assessments and consulting around prevention strategies and procedures. He assists clients develop protocols and internal controls for IT risk management.

### Professional & Civic Affiliations

Information Systems Auditing and Control Association (ISACA)  
Payment Card Industry Security Standards Council

### Professional Designations

Certified Information Systems Auditor (CISA), ISACA  
Certified Information Security Manager (CISM), ISACA  
Payment Card Industry Professional (PCIP), PCI Security Standards Council  
Microsoft Certified Systems Administrator (MCSA), Microsoft

### CPE Hours (three years)

Government	39
Other (Accounting, Auditing, Technical and Behavioral)	89
<b>Total</b>	<b><u>128</u></b>

### PRACTICE FOCUS

IT Risk Management  
IT Governance  
IT Security Assessments  
IT Audits  
Sarbanes-Oxley Act (SOX)  
SOC 1, 2, 3  
HIPAA Security Rule  
Internal Controls  
PCI Compliance

### INDUSTRY FOCUS

Government Agencies  
Nonprofit Organizations  
Public and Private Companies  
Healthcare Organizations

### EDUCATION

Bachelor of Science,  
Information Studies,  
Florida State University



# PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

## SCOTT MONTGOMERY, CPA

SENIOR MANAGER ► ASSURANCE SERVICES

► [scott.montgomery@marcumllp.com](mailto:scott.montgomery@marcumllp.com)



Scott Montgomery is a senior manager in our Assurance Services Division with 25 years of experience in public accounting. He has experience in all audit phases, including planning, organization, supervision, and review of the fieldwork. Mr. Montgomery works with clients in a variety of industries including government, nonprofit, real estate, construction and privately held businesses.

Mr. Montgomery’s public accounting experience is primarily focused on financial reporting compliance, including audits, reviews, and compilations of privately held and regulated businesses. His experience also includes the planning and administration of audits of the financial statements of municipalities, private companies, real estate companies and a variety of nonprofit entities including social service agencies, religious organizations, schools, and private foundations.

Additionally, Mr. Montgomery has a significant background in internal controls and compliance, including performing audits with reporting requirements related to government funding, in addition to those required by the Federal Uniform Guidance (formally OMB Circular A-133) and State auditor general.

### Professional & Civic Affiliations

- American Institute of Certified Public Accountants (AICPA)
- Florida Institute of Certified Public Accountants (FICPA)
- FICPA Committee on Accounting Principles and Auditing Standards, Past Committee Member
- Government Finance Officers Association, Special Review Committee for the Certificate of Achievement Program
- Florida Government Finance Officers Association
- Housing Leadership Council of Palm Beach County, Treasurer
- Capri West Condominium Association, President
- Meadows on the Green Condo Association, Past Treasurer
- Poinciana West Condominium Association, Treasurer
- Palmland Villas Homeowners Association, Past Treasurer

### CPE Hours (three years)

Government	86
Other (Accounting, Auditing, Technical and Behavioral)	<u>31</u>
<b>Total</b>	<b><u>117</u></b>

### PRACTICE FOCUS

- Internal Audits
- Assurance Services
- Government & Municipal

### INDUSTRY FOCUS

- Local Governments
- Nonprofit Organizations
- Special Districts
- Real Estate

### EDUCATION

- Bachelor of Accounting
- St. Mary’s University
- Master of Taxation
- Baylor University

# PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

## ELDA SANTORO, CPA

SENIOR ► ASSURANCE SERVICES

► elda.santoro@marcumllp.com



Elda Santoro is a Senior in the Firm’s Assurance Division. She has successfully obtained her license as a Certificate Public Accountant and has approximately six years of dedicated experience in the accounting profession. Elda has cultivated a deep understanding of the intricacies that come with financial management and reporting and has extensive knowledge in the field of accounting and auditing for governmental and nonprofit organizations. Elda also has extensive experience with Florida Single audits with accordance with OMB Uniform Guidance and the Florida Single Audit Act, as well as program-specific compliance audits.

Whether assisting nonprofits to ensure compliance with regulatory standards or assisting governmental entities in navigating the details of single audits, Elda’s expertise and meticulous attention to detail is demonstrated in every engagement. Elda is involved in every phase of the audit process from the planning, assessing risk, to the final completion of the financial statements. With a focus on client service, Elda is consistently supporting clients with a range of accounting, auditing, and financial reporting concerns. This includes, but is not limited to, assisting with the implementation of new accounting pronouncements, showcasing her dedication to providing comprehensive and impactful assistance.

### PRACTICE FOCUS

Financial Audits  
Federal Single Audits  
Florida Single Audits  
Program-Specific  
Compliance Audits

### INDUSTRY FOCUS

Nonprofit Organizations  
Local Governments  
Governmental Pension Plans

### EDUCATION

Bachelor of Accounting,  
La Salle University

### Partial Listing of Clients:

- City of Miami Firefighters and Police Officers Retirement Trust
- City of Sunny Isles
- Delray Beach Community
- Pompano Beach Police and Firefighters Pension
- Village of Palm Springs
- Village of Palmetto Bay

### CPE Hours (three years)

Government	69.25
Other (Accounting, Auditing, Technical and Behavioral)	<u>15.00</u>
<b>Total</b>	<b>84.25</b>

# PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

## MARCUM TEAM EXPERIENCE – PARTIAL LIST

### 1.) Broward County

- ▶ Broward County (IT Dept.)
- ▶ City of Deerfield Beach
- ▶ City of Deerfield Beach CRA
- ▶ City of Fort Lauderdale Police and Firefighters Retirement System
- ▶ City of Hollywood
- ▶ City of Hollywood CRA
- ▶ City of Hollywood GERS
- ▶ City of Pompano Beach Police and Firefighters Retirement System
- ▶ City of Sunrise

### 2.) Miami-Dade County

- ▶ City of Florida City
- ▶ City of Florida City CRA
- ▶ City of Hialeah
- ▶ City of Homestead
- ▶ City of Homestead CRA
- ▶ City of Miami Firefighters & Police Officers Retirement Trust
- ▶ City of Sunny Isles
- ▶ Miami-Dade County (WASD)
- ▶ Miami Police Relief and Pension Fund
- ▶ The Children's Trust of Miami-Dade County
- ▶ Town of Bay Harbor Islands
- ▶ Town of Bay Harbor Islands ERS
- ▶ Town of Surfside
- ▶ Town of Surfside Employees' Retirement Plan
- ▶ Village of Palmetto Bay

### 3.) Palm Beach County

- ▶ City of Boca Raton
- ▶ City of Boca Raton CRA
- ▶ City of Boca Raton ERP
- ▶ City of Boca Raton GERS
- ▶ City of Boca Raton Police and Firefighters Retirement System
- ▶ City of Boynton Beach
- ▶ City of Delray Beach
- ▶ City of Palm Beach Gardens
- ▶ East Central Regional Wastewater Treatment Facilities Operations Board
- ▶ Healthy Start Coalition of Palm Beach County
- ▶ Loxahatchee River Environmental Control District
- ▶ Northern Palm Beach County Improvement District
- ▶ Palm Beach County Housing Finance Authority
- ▶ South Central Regional WW Treatment and Disposal Board
- ▶ The Children's Services Council of Palm Beach County
- ▶ Town of Jupiter
- ▶ Town of Palm Beach
- ▶ Town of Palm Beach Retirement System
- ▶ Village of Palm Springs
- ▶ Village of Royal Palm Beach
- ▶ Village of Wellington

### 4.) Monroe County:

- ▶ Florida Keys Aqueduct Authority

### 5.) Hillsborough County

- ▶ City of Tampa Police and Firefighters' Pension Plan

### 6.) Lee County:

- ▶ City of Fort Myers

# PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

## STAFF DEVELOPMENT

---

Having the best-qualified professionals requires a continuous investment in training and resources that improve and maintain competencies. As the guidelines and compliance requirements of our industry change frequently, we are proactive in keeping up with the changes in the profession and providing the necessary training for our staff. Technical training for all of our staff covers accounting, auditing, federal regulations, tax, employee benefits and computer systems. In addition to the standard technical training required to maintain our certifications, we include training on mentoring, interviewing, time management, coaching and more.

Our training initiatives help our professionals maintain the highest level of technical and business competencies that our clients have come to expect. Our team encourages and requires continuing education and training at all levels, and this steadfast commitment to our own personal and professional growth benefits our clients and us.

Every year, Marcum provides a minimum of 40 hours of continuing professional education (CPE) in-house to all professional staff. These seminars include sessions in government accounting, auditing, and financial reporting, including Yellow book, single audit, IT audits and information systems and other accounting and auditing issues. In addition to the in-house training, our partners and professional staff attend various outside seminars/conferences.

**Marcum affirms all members of the audit team meet or exceed the CPE requirements mandated by professional auditing standards (including *Government Auditing Standards*) and all CPAs assigned meet or exceed the CPE and ethics training mandated by the Florida State Board Accountancy (including Florida Statutes, Chapter 11.45, information technology training).**

# PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

## TAB 4: SIMILAR ENGAGEMENTS WITH OTHER GOVERNMENTAL ENTITIES

The following represents several engagements similar to the engagement described in the RFP performed in the last five (5) years by Moises D. Ariza, the designated audit partner. **Marcum served as the lead auditor for the following engagements.**

### 1. Florida Keys Aqueduct Authority

1100 Kennedy Drive, Key West, FL 33040

Cindy Kondziela, Director of Finance

[ckondziela@fkaa.com](mailto:ckondziela@fkaa.com)

305-295-2234

**Services:** Financial Audit and Single Audit

**Term:** September 30, 2012 to Current

**Total Hours:** 600

### 2. East Central Regional Wastewater Treatment Facilities Operation Board

401 Clematis Street, West Palm Beach, FL 33401

Karen Malcolm, Controller

[kmalcolm@wpb.org](mailto:kmalcolm@wpb.org)

561-822-1354

**Services:** Financial Audit

**Term:** September 30, 2020 to Current

**Total Hours:** 300

### 3. Miami-Dade County Water & Sewer Department

3071 SW 38 Avenue, Suite 403, Miami, FL 33146

Josephine Barrios, CPA, Controller

[Josephine.Barrios@miamidade.gov](mailto:Josephine.Barrios@miamidade.gov)

786-552-8935

**Services:** WASD Financial Audit and Single Audit

**Term:** September 30, 2007 to Current

**Total Hours:** 900

### 4. South Central Regional WW Treatment and Disposal Board

1801 North Congress Avenue, Delray Beach, FL 33445

Beatrice Good, Finance Administrator,

[bgood@scrwwtp.org](mailto:bgood@scrwwtp.org)

561-272-7061 Ext. 303

**Services:** Financial Audit

**Term:** September 30, 2022 to Current

**Total Hours:** 200

### 5. Loxahatchee River District

2500 Jupiter Park Dr, Jupiter, FL 33458

Kara D. Fraraccio, CPA, Director of Finance & Administration

[kara.fraraccio@lrecd.org](mailto:kara.fraraccio@lrecd.org)

561-401-4095

**Services:** Financial Audit

**Term:** September 30, 2023 to Current

**Total Hours:** 275

# PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

## TAB 5: AUDIT APPROACH

### PROJECT APPROACH & PHILOSOPHY

Through the audit, we strive to understand your vision, entity operations, financial performance, accounting systems, and internal controls. While this process ultimately leads to an audit opinion on your financial statements, our goal is to provide value beyond this assurance.

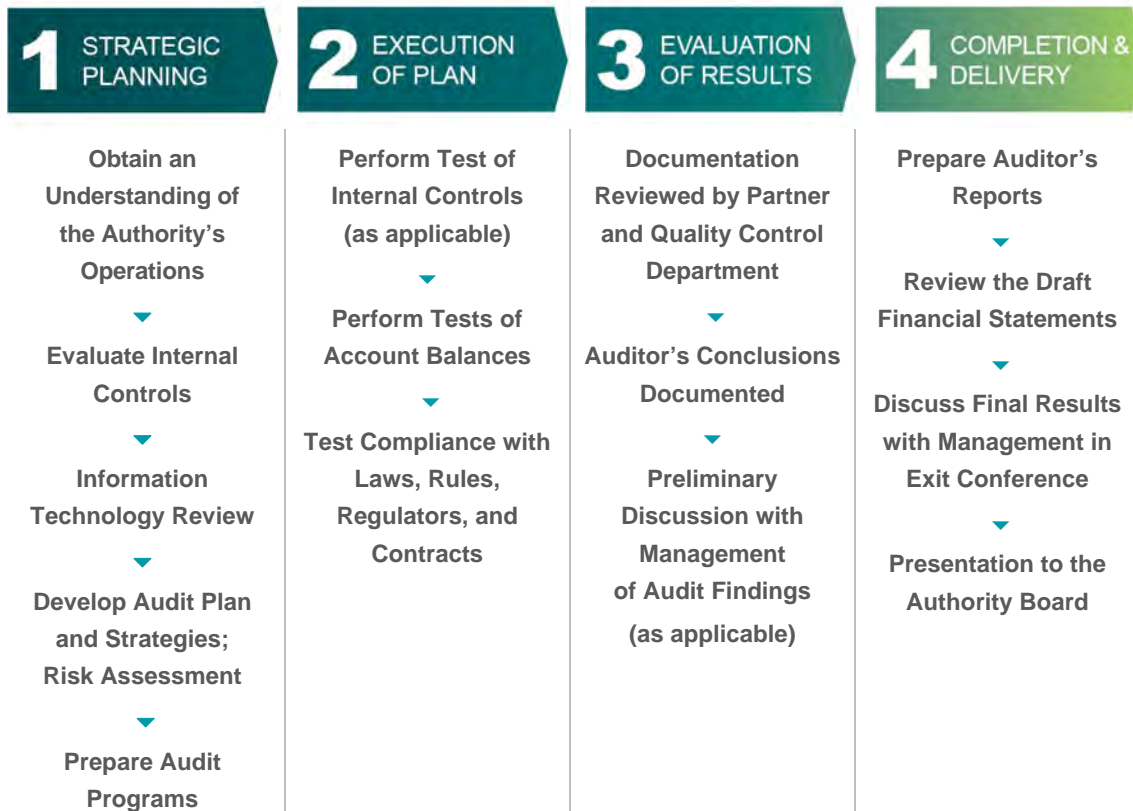
#### WE AIM FOR A **PARTNERSHIP** THAT EXCEEDS THE AUDIT

- ▶ Enhanced internal controls and efficiencies
- ▶ Stronger financial operations
- ▶ Valuable operating solutions and ideas
- ▶ Best practice benchmarks
- ▶ A resource that is always available to you

Our professionals will complement the Authority’s team with the right blend of technical, practical, and personal insight to help you successfully deliver on all of your initiatives.

### AUDIT METHODOLOGY

The audit will be conducted in four phases, as shown below. These phases are discussed in more detail on the following pages.





# PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

## PHASE I: STRATEGIC PLANNING

### PROCEDURES FOR INTERNAL CONTROL

A thorough understanding of the Authority, its agencies, and your operating environment is essential for developing an efficient, cost-effective audit plan. During this phase, the engagement partner and key supervisory personnel will meet with the appropriate personnel to ensure we have an understanding of your operations. You will also have the opportunity to express your expectations regarding the services that we will provide. This effort will be coordinated so that there will be minimal disruption to your staff. During this phase, we will perform the following activities:

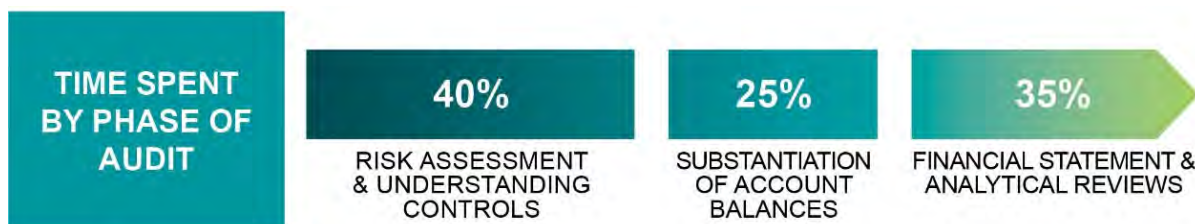
- ▶ Review the current regulatory and statutory compliance requirements within which the Authority operates. This will include a review of applicable state regulations; ordinances, contracts, and other agreements; meeting minutes of the Authority Commission as applicable;
- ▶ Review major sources of information such as budgets, organization charts, procedures manuals, financial systems and management information systems;
- ▶ Determine the most practical and effective way to apply computer-aided audit tools to convert and analyze data and generate reports;
- ▶ Performance of fraud inquiries and retrospective review;
- ▶ Determination of materiality levels;
- ▶ Regarding controls that are relevant to the audit, Marcum will evaluate the design of the controls and determine whether they have been properly designed and implemented;
- ▶ Re-evaluation of Authority provided major fund determination worksheet;
- ▶ Documentation of current year activity expectations and performance of preliminary analytical procedures;
- ▶ Review internal control systems, including determining an audit risk assessment;
- ▶ Consider the methods used to process accounting information that influence the design of the internal control system. This includes understanding the design of relevant policies, procedures, and records and whether they have been placed in operation;
- ▶ Design audit programs to ensure that they incorporate financial statement assertions, specific audit objectives and appropriate audit procedures to achieve the specified objectives;
- ▶ Identify and resolve accounting, auditing and reporting matters; and
- ▶ Prepare detailed audit plans, including a list of schedules to be prepared by the Authority's personnel.

# PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

## RISK-BASED AUDIT TECHNOLOGIES

The Firm employs a risk-based approach early in the audit process. This approach considers how the overall risk identified in the general risk analysis affects specific account balances. We consider, in part:

- ▶ Relative significance of the account to the financial statements as a whole;
- ▶ Volume of transactions;
- ▶ Susceptibility of the account to fraud;
- ▶ Accounts that have traditionally required significant adjustments; and
- ▶ Account with complex calculations, judgement, and accounting issues that have a high assessed level of inherent risk.



Based on these considerations, we assess the inherent risk and control risk to determine the overall audit risk. Once this assessment is completed, the audit procedures to be used are determined. By redirecting our efforts through a risk-based approach, audits are significantly enhanced, which provide greater value to our clients. We will use several approaches to conduct the audit engagement. These approaches include traditional audit techniques and strategies, and an evaluation of the systems utilized by the Authority.

## SPECIFIC FRAUD INVESTIGATIVE TECHNIQUES

Professional Auditing Standards imposes on auditors the additional responsibility to “plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatements due to fraud.” By redirecting our efforts through a risk-based approach and additional fraud inquiry techniques, audits are significantly enhanced.

## ENTERPRISE FUNDS INCLUDING UTILITIES

Marcum has a specialization in auditing business-type activities including:

- ▶ Water
- ▶ Sewer
- ▶ Stormwater
- ▶ Solid Waste
- ▶ Toll Bridges
- ▶ Electric
- ▶ Parking
- ▶ Gas
- ▶ Golf Courses
- ▶ Marinas



# PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

Suggested basic procedures for enterprise funds, subject to change based on the auditor's risk assessment:

- ▶ Compare the balance in receivables with the balance for prior years or other expectations.
- ▶ Compute the ratio of the receivables balance to related revenue for the current period and compare with the ratios for prior years or other expectations.
- ▶ Compute the number of days revenue in accounts receivable (net accounts receivable divided by average net revenue per day) and compare to the ratio for prior years or other expectations.
- ▶ Select a sample of customer billing statements and perform the following procedures:
  - Compare rates used to the authorized rate schedule and consider the reasonableness of usage.  
For usage that appears unreasonable or unusual (significantly higher or lower than expected) compare usage to usage records (for example, the meter book).
  - Recompute the billing.
- ▶ Select a sample of customers from usage records (for example, meter books) and trace to billing statements.
- ▶ Trace selected months' cash collections to deposit slips and bank statements.
- ▶ Obtain and review an analysis of the allowance account. Consider the reasonableness of write-offs and recoveries.

## SINGLE AUDITS

We have conducted hundreds of federal, state, and local Single Audits and are knowledgeable of all requirements under OMB Uniform Guidance and the State of Florida Single Audit Act. To stay on top of changing audit requirements, our firm participates in various AICPA trainings and our team receives annual single audit training that involves all aspects of a single audit, including internal controls, compliance, financial reporting, the Data Collection Form, Yellow Book, and audit effectiveness. A significant portion of this training also includes discussion about single audit quality and current topics discussed in the AICPA Audit Guides and Audit Risk Alerts.

We leverage our training and experiences across the Firm to benefit our clients through improved audit methodology and work programs. Furthermore, we proactively ensure all of our affected clients understand the impact of any new regulations on their organization. Since we perform a substantial number of single audits annually, our single audit working papers are routinely reviewed by federal and state agencies as well as peer reviewers. We have not had any findings regarding substandard work in the past three years and, in fact, have had many positive comments about the excellent quality of our audit files. With this experience, we are able to provide a robust amount of knowledge as it relates to the Authority and your engagement team has the necessary expertise to assist you with Federal and Florida single audits.

In general, Single Audit procedures may include:

- ▶ Identify the Authority's major programs to be tested and reported on for compliance.
- ▶ Identify the compliance requirements applicable to each major program.

# PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

- ▶ Determine which of the compliance requirements identified could have a direct and material effect on each major program.
- ▶ Consider relevant portions of the Authority’s internal control over compliance for each direct and material compliance requirement for each major program.
- ▶ Obtain sufficient appropriate audit evidence, which involves testing internal control over compliance and compliance with direct and material compliance requirements for each major program.
- ▶ Consider indications of fraud.
- ▶ Consider indications of abuse.
- ▶ Consider subsequent events.
- ▶ Form an opinion about whether the Authority complied with the direct and material compliance requirements.
- ▶ Perform follow-up procedures on previously identified findings.

## PHASE II: EXECUTION OF AUDIT PLAN

The audit team will complete a major portion of transaction testing and audit requirements during this phase. The procedures performed during this period will enable us to identify any matters that may impact the completion of our audit work or require the attention of management. Tasks to be performed in Phase II include, but are not limited to:

- ▶ Apply analytical procedures to assist in planning the nature, timing and extent of auditing procedures used to obtain evidential matter for specific account balances or transaction classes. Analytical procedures are utilized in almost every audit area tested.
- ▶ Perform substantive account balance and transaction tests. Samples will be drawn from major transaction systems, including cash disbursements, cash receipts, accounts payable, and payroll. The size of the samples will be determined after the review of the internal control system.

## PROPOSED SEGMENTATION BY LEVEL OF STAFF

PHASE	Audit Partner & Quality Control Director	Manager & IT Risk Audit Partner	Audit Senior In-Charge	Staff	TOTAL
Phase 1: Strategic Planning	10	15	30	35	90
Phase 2: Execution of Audit Plan	5	10	25	30	70
Phase 3: Evaluation of Audit Results	5	10	25	30	70
Phase 4: Reporting	10	25	10	0	45
<b>Total Hours</b>	95	60	90	95	275

# PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

**Note:** In the first year of an engagement, additional hours are required to transition the audit to a new audit Firm. Our extensive experience with transitioning new clients has led to a streamlined process that is respectful of your time and resources. As a result, the Authority will receive the benefit of a new team with significant government experience as well as a fresh look at your systems, with minimal disruption. The above schedule does not include the first year “transition hours” which we intend to absorb.

**Note:** The Uniform Guidance states that the auditor must use a risk-based approach to determine which federal programs are major programs. This determination will affect the scope of the Uniform Guidance compliance audit and the compliance requirements to be tested. The schedule of expenditures of federal awards, prepared by the Authority, is the basis of the auditor’s identification of type A and type B programs and documentation of our risk-based approach. Upon determination, audit hours for testing a major program significantly range due to program size, program compliance requirements, weaknesses in internal control over federal programs, if any, prior audit findings, program longevity, program clusters, program subrecipients, etc. As such, related Single Audit hours will vary on an annual basis.

## SAMPLE SIZE AND EXTENT OF STATISTICAL SAMPLING

There are three types of tests that involve audit sampling (statistical and non-statistical sampling) which Marcum will use:

- ▶ **Account Balance Tests.** Substantive tests of account balances are performed on year-end balances. Certain accounts justify a 100 percent examination, such as confirming an investment and bank balance, which does not involve sampling at all.
- ▶ **Transaction and Control Tests.** Substantive transaction and control tests are often combined to use one sample to achieve more than one audit objective. We often test the controls to verify that the transactions were properly authorized in accordance with the Authority’s procedures.
- ▶ **Compliance Tests.** Compliance tests with laws and regulations are included with the tests of transactions and controls.

Additional samples are sometimes necessary to test specific laws and regulations. Sample sizes for compliance testing are determined based on the number of transactions and the significance of the requirement. The audit team will report on a weekly basis to management the status of any potential adjustments so that management may have adequate time to investigate, gather information and respond, if necessary. We use a risk-based assessment of the opportunities for a material financial statement error or irregularity to occur and remain undetected.

## ANALYTICAL PROCEDURES

Tasks to be performed in Phase II of Marcum LLP’s Audit Process include applying analytical procedures to assist in planning the nature, timing and extent of auditing procedures used to obtain evidential matter for specific account balances or transaction classes. Analytical procedures are utilized in almost every audit area tested.

Analytical procedures will be performed at both the government-wide and fund level financial statement and will include the following, where applicable:

# PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

- ▶ Comparison of original budget (revenue sources and appropriations) to actual amounts.
- ▶ Comparison of major revenue, expenses, and expenditure amounts to:
  - Preliminary expectations based on budgets and forecasts.
  - Prior year's amounts.
- ▶ Consideration, to the extent applicable, of the certain key financial relationships in relation to preliminary expectations to determine if there are unusual or unexpected balances or unexpected relationships.
- ▶ Analytical procedures will be used in substantive testing for certain revenue and expenditure activities, when deemed efficient.

## LAWS AND REGULATIONS AND COMPLIANCE TESTS

Compliance tests with laws and regulations are included with the tests of transactions and controls. Additional samples are sometimes necessary to test specific laws and regulations. Sample sizes for compliance testing are determined based on the number of transactions and the significance of the requirement. Testing will be generated to ensure compliance with rules, laws, and regulations; not limited to Rules of the Auditor General, Florida Statutes, Federal OMB Uniform Guidance Guidelines and the Florida Single Audit Act.

## COMMUNICATION AND PLANNING

Our firm believes that open and honest communication is a hallmark of strong client service, and without open and honest dialogue, the auditor/client relationship cannot properly function. During the planning phase of the audit, Marcum will schedule a “Planning Kick-Off Meeting” with your organization’s management.

This meeting allows our team to meet in person with management and revisit audit time frames and due dates, as well as determine the level of assistance we need from your staff and management team.

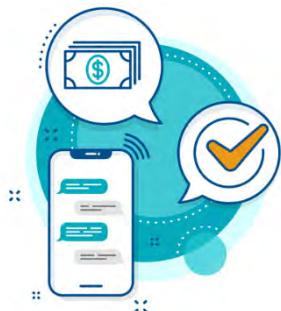


## INFORMATION TECHNOLOGY AUDIT TECHNIQUES

In accordance with Professional Auditing Standards, we are required to gain an understanding of the procedures, both automated and manual, by which transactions are initiated, recorded, processed and reported, from their occurrence to their inclusion in the financial statements. During the planning stage of our audit, we evaluate the effect information technology (IT) will have in performing our audit procedures. This evaluation includes obtaining an understanding (generally through observations and inquiries of IT personnel) of internal controls and identifying those controls that are automated.

Our approach includes review of IT general controls as follows:

# PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY



- ▶ Security—Physical and Access Controls
- ▶ Change Management for Systems and Configurations
- ▶ Application/System Development and Customization
- ▶ IT Risk Management
- ▶ Data Backup and Recovery/Business Continuity Plans
- ▶ Electronic Banking Wire and ACH Security
- ▶ Segregation of Duties within Systems and IT function

When key internal controls are automated, we use our IT specialist to perform a detailed review of those automated controls. The assigned IT Risk Audit Partner, Joe Layne, will then communicate to the audit engagement team as to whether such controls are working as prescribed by management. With this information, the audit engagement team determines the extent of their audit procedures.

In certain situations where there is significant accounting data processed electronically, we use several state-of-the-art software programs (IDEA and Teammate Analysis) to extract and summarize computerized financial data files. These programs provide an efficient way for us to extract and test computerized accounting information, enabling us to audit through the computer, rather than around the computer. Some of the uses of this program are:

- ▶ Retrieving aged receivables information
- ▶ Extracting credit balances in accounts receivable reports
- ▶ Extracting pre-determined sample items from reports for testing
- ▶ Merging files for the purposes of extracting information that meets predetermined criteria.
- ▶ Sorting information and footing report
- ▶ Searching for anomalies
- ▶ Searching for related party transactions
- ▶ Searching disbursements for selected vendors
- ▶ Journal Entries Testing

## PHASE III: EVALUATION OF AUDIT RESULTS

This phase includes a review of all audit documentation by the partners to ensure that testing and documentation support the conclusions reached. This phase also includes preliminary discussions with management of the audit findings. Marcum will accumulate misstatements identified during the audit, other than those that are clearly trivial and will determine whether the audit plan and strategy per audit area needs to be revised.

## PHASE IV: REPORTING

In this phase of the audit, the engagement team will complete the tasks related to the closing of year-end balances and financial reporting. This will include final testing in areas including compliance, balance sheet accounts, revenues and expenditures.



# PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

Upon receipt of the draft Annual Comprehensive Financial Report (ACFR), we will turn around the draft with our comments within seven to ten days. Final reports will be issued by the agreed upon date. The audit partner and/or audit manager will be available to present the audit report in person.

## EXIT CONFERENCE

Upon completion of audit work, Marcum will hold a closing or exit conference with senior members of the Authority's finance department. The exit conference assists Marcum in obtaining the views of responsible officials concerning the findings, conclusions, and recommendations, as well as planned corrective action, as required by Government Auditing Standards and OMB Uniform Guidance.

This conference also provides the Authority with an advance opportunity to discuss whether planned corrective actions adequately address the auditor's recommendations and to initiate corrective action without waiting for a final audit report. Marcum will also consider having preliminary exit meetings with directors, department heads, and other operating personnel who have direct responsibility for financial management systems and/or the administration of federal awards.

## MANAGEMENT LETTER

The Firm will prepare a management letter for the Authority to identify systemic deficiencies observed. The letter also may offer recommendations for changes in accounting and other procedures in order to improve operations of the Authority. As each potential management letter point is identified in the audit process, the engagement team will document the condition, our recommendation, and the benefits of the recommended action. All potential comments will be reviewed with key staff members before issuance.

The Firm's policy is to prepare this report as a vehicle for suggesting improvements to enhance efficiency, management effectiveness, and the degree of internal control. Findings (material weaknesses and significant deficiencies and material instances of noncompliance) are required to be reported in writing and will be included in the schedule of findings and questions costs.

### MANAGEMENT LETTER ADDS VALUE BEYOND THE FINANCIAL STATEMENT



- ▶ Internal Controls Suggestions
- ▶ Operational Suggestions
- ▶ Cost vs. Benefit Evaluations
- ▶ Identify Areas for Efficiencies
- ▶ Workable Solutions
- ▶ Collaborative Process



# PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

## OUR COMMITMENT

We will act as a valued advisor to recommend meaningful operation solutions, leverage our Firm resources to your benefit, and make ourselves readily available to the Authority.

			
<ul style="list-style-type: none"> <li>▶ Understanding your organization</li> <li>▶ Risk assessment</li> <li>▶ Testing internal controls as applicable</li> </ul>	<ul style="list-style-type: none"> <li>▶ Operational and technology efficiencies</li> <li>▶ Best practices</li> </ul>	<ul style="list-style-type: none"> <li>▶ Tax compliance</li> <li>▶ Implementation of new accounting standards</li> </ul>	<ul style="list-style-type: none"> <li>▶ Year-round communication with management</li> <li>▶ Communications with your governance</li> </ul>

## PROJECT TIMELINE

Marcum is committed to completing the audit procedure within the below timeframe or within any other reasonable schedule requested by the Authority. Marcum LLP is available to commence the audit as soon as notification of award has been issued. Each of the following will be completed as stipulated by the RFP:

TASK	ANNUAL TIMING
Detailed Audit Plan	June
Planning Work	July
Fieldwork	November/December
Draft Reports	By February 15 <sup>th</sup>
Final Reports	By February 28 <sup>th</sup>

## SECURE DATA REQUEST AND COLLECTION PROCEDURE



An “Auditor Request List” will be prepared and delivered to you prior to, or shortly after, the close of the Planning meeting. The requested schedules, report, agreements, etc. requested in the “Auditor Request List” are collected by Marcum via a secure workflow tool. Our information technology department has established a secure workflow data management tool (“INFLO”) on our network for each of our clients.

# PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

We use the INFLO site as a virtual common workspace that is keyed to our data request lists and electronic audit system. We have been using the software for the past five years with much success. Any data we request from you can be easily uploaded to the secure site and seamlessly downloaded by our client service team directly into our electronic work programs. This web-based tool minimizes the use of e-mails to transmit data, enhances the security of your information and eliminates duplicate requests for data. Our software tools and approach to our work reduce demands on client resources and saves our clients both time and money.

In addition, INFLO provides real-time audit update information which is available at any time to the Authority, such as the progress current of the audit and the status of the audit requests specifically tailored to the engagement. All this information is available through the INFLO dashboard.

## TAB 6: ALL-INCLUSIVE MAXIMUM PRICE

Marcum LLP certifies that the person signing the proposal is entitled to represent the firm, empowered to submit the bid, and authorized to sign a contract with the Peace River Manasota Regional Water Supply Authority. Refer to Dollar Cost Bid Form in [Appendix D: Required Forms](#).

## TAB 7: OTHER

Marcum has reviewed the “Sample Contract” included in the RFP. We take this opportunity to make you aware of two required changes:

1. The sample contract “as is” omits certain required language set forth by U.S Generally Accepted Auditing Standards (GAAS), Government Auditing Standards, the Federal Uniform Guidance, the Florida Single Audit Act, and Chapter 10.550 of the Florida Audit General. Such verbiage is standard of all government audit contracts and can be satisfied with inclusion of our engagement letter as an Appendix to the sample contract.
2. Section 15 of the sample contract mentions full access to all auditor records. Full access will impair independence. We accept responsibility for retaining copies of all working papers and sharing certain workpapers with your organization, free of charge, however the AICPA prohibits us from sharing certain workpapers with our audit clients. Auditors and government entities often will exchange a variety of documentation as part of their working relationship. However, contract templates will sometimes include a generic statement that the government will have access to all records. From the perspective of an audit engagement, such generic statements could be interpreted to include works such as the audit documentation. While contracts should support collaboration between the parties, the agreements for audit services should be tailored to address the unique considerations related to audit documentation. Auditors must protect the privacy of their audit strategy, such as materiality calculations, risk assessments, audit programs and testing thresholds, in order to remain independent and to adhere to professional standards.





APPENDIX A

**PEER REVIEW REPORT**



## **Report on the Firm's System of Quality Control**

To the Partners of  
Marcum LLP  
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Marcum, LLP (the "firm"), applicable to engagements not subject to PCAOB permanent inspection, in effect for the year ended April 30, 2023. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a system review as described in the Standards may be found at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary). The summary also includes an explanation of how engagements identified as not performed or reported on in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

### **Firm's Responsibility**

The firm is responsible for designing and complying with a system of quality control to provide the firm with reasonable assurance of performing and reporting in conformity with the requirements of applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported on in conformity with the requirements of applicable professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

### **Peer Reviewer's Responsibility**

Our responsibility is to express an opinion on the design of and compliance with the firm's system of quality control based on our review.

### **Required Selections and Considerations**

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act; audits of employee benefit plans, audits performed under FDICIA; and examinations of service organizations (SOC 1 and 2 engagements).

As part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

**Opinion**

In our opinion, the system of quality control for the accounting and auditing practice of Marcum, LLP, applicable to engagements not subject to PCAOB permanent inspection, in effect for the year ended April 30, 2023, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. Marcum, LLP has received a peer review rating of *pass*.

*Brown, Edwards & Company, S. L. P.*

CERTIFIED PUBLIC ACCOUNTANTS

Roanoke, Virginia  
January 30, 2024



APPENDIX B  
**LICENSES**

**2023 - 2024 HILLSBOROUGH COUNTY BUSINESS TAX RECEIPT**

**EXPIRES SEPTEMBER 30, 2024**

OCC. CODE

280.018000 ACCOUNTING SERVICE

ACCOUNT NO.

8822

RENEWAL

10 Employees

Receipt Fee

54.00

Hazardous Waste Surcharge

0.00

Law Library Fee

0.00

BUSINESS

MARCUM LLP  
201 E KENNEDY BLVD STE 1500  
TAMPA, FL 33602

**2023 - 2024**

NAME

MARCUM LLP

MAILING

201 E KENNEDY BLVD STE 1500

ADDRESS

TAMPA, FL 33602

Paid 23-0-255639

01/23/2024 67.50

**BUSINESS TAX RECEIPT**

HAS HEREBY PAID A PRIVILEGE TAX TO ENGAGE  
IN BUSINESS, PROFESSION, OR OCCUPATION SPECIFIED HEREON

NANCY C MILLAN, TAX COLLECTOR

813-635-5200

THIS BECOMES A TAX RECEIPT WHEN VALIDATED.

**CPAVerify Firm Report Results**

NAME: **MARCUM LLP**  
STATE OF LICENSE: **FL**  
LAST UPDATED: **2024-02-28**

<b>Address:</b>	<b>Business</b> MARCUM LLP 201 E LAS OLAS BLVD 21ST FLOOR FORT LAUDERDALE, FL, US 33301	<b>Mail</b> 730 THIRD AVE. 11TH FL. LEGAL DEPT NEW YORK, NY, US 10017
<b>License/Permit/Certificate Number:</b>	AD63249	
<b>Registration Number:</b>		
<b>License/Permit/Certificate Status:</b>	CURRENT	
<b>License/Certificate Status Details:</b>	Holds a valid license to practice public accounting.	
<b>License Type:</b>	CPA FIRMS	
<b>License Type Details:</b>	Shall be deemed and construed to mean any legal entity that holds an active, delinquent, or temporary license issued under Chapter 473, F.S., or its state of domicile.	
<b>Basis for License:</b>		
<b>Issue Date:</b>	2003-02-14	
<b>Expiration Date:</b>	2025-12-31	
<b>Enforcement, Non-Compliance or Disciplinary Actions:</b>	None Reported To This Site By The Board	
<b>Other Information:</b>	None	

Contact the Board for official verification of information.

<b>State Board Contact Information:</b>	FLORIDA DIVISION OF CERTIFIED PUBLIC ACCOUNTING 240 NW 76TH DRIVE, SUITE A GAINESVILLE, FL 32607
	Phone: (850) 487-1395
	Website: <a href="http://www.myfloridalicense.com/DBPR/certified-public-accounting/">http://www.myfloridalicense.com/DBPR/certified-public-accounting/</a>
	Licensee Lookup: <a href="http://www.myfloridalicense.com/DBPR/certified-public-accounting/">http://www.myfloridalicense.com/DBPR/certified-public-accounting/</a>

Details of Enforcement, Non-Compliance or Disciplinary Actions:

1. If "Contact State Board For Details" is displayed then the State Board has reported some type of enforcement, non-compliance or disciplinary action to this site and the State Board should be contacted for full details about the action reported.
2. If "None Reported To This Site By The Board" is displayed then the State Board provides enforcement, non-compliance and disciplinary action data to this site and none was indicated for this record.
3. If "State Does Not Provide This Type of Data At This Site" is displayed then CPAVerify is not currently receiving enforcement, non-compliance or disciplinary action data for licensees in this state. Some states are limited to sharing this type of data with third party websites due to privacy laws or policies, but most State Boards offer this information on their official State Board websites.
4. Contact the State Board for official verification of all enforcement, non-compliance and disciplinary activity.

The results shown here include all data made available by [participating states](#). Additional data about the individual or firm may exist and is not shown here for other states that are not yet participating in the CPAVerify website. Please refer to the [Participating States](#) tab for more information about which states are currently sharing their licensing data for use with this website and for clarification about which states these results do not include. If the Board of interest is not participating, you may refer to the ["Contact Boards"](#) tab where a link to every Boards' website and therefore individual license lookup tool is available.

**2020 LIMITED LIABILITY PARTNERSHIP REINSTATEMENT**  
 \$25 REINSTATEMENT FEE + \$25 FILING FEE FOR EACH CALENDAR YEAR

SECRETARY OF STATE



FLORIDA DEPARTMENT OF STATE  
 DIVISION OF CORPORATIONS

FILED

2021 JAN -4 PM 2:22

RECORDED & INDEXED

REGISTRATION # LLP090003311  
 1. Name and Mailing Address

MARCUM LLP

ONE S.E. THIRD AVE.  
 11TH FLOOR  
 MIAMI, FL 33131 US

If above mailing address is incorrect in any way, line through incorrect information and enter correction in Block 2.

LLP # 19,300 + 21

LLP2100000071-4  
 01/05/21--01019--030 \*\*75.00  
 CR2E029 (2/10)

2. New Mailing Address, if Applicable:

Suite, Apt #, etc.

City State Zip Code

3. Principal Place of Business Address

ONE S.E. THIRD AVE.  
 11TH FLOOR  
 MIAMI, FL 33131 US

4. New Principal Office Address, if Applicable:

Suite, Apt #, etc.

City State Zip Code

5. Federal Employee Identification Number

11-1986323

Applied For
Not Applicable

6. Certificate of Status Desired:

\$8.75 Additional Fee Required

7. Name and Address of Registered Agent

CORPORATION SERVICE COMPANY  
 1201 HAYS STREET  
 TALLAHASSEE, FL 32301

8. New Name and/or Address of Registered Agent:

Name

Street Address (P.O. Box Number is Not Acceptable)

FL

City Zip Code

9. New Registered Agent's Signature, if Changed  
 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.

B MCKINIGHT  
 JAN 04 2021

SIGNATURE: \_\_\_\_\_  
SIGNATURE, TYPED OR PRINTED NAME OF REGISTERED AGENT AND TITLE IF APPLICABLE. Date

10. General Partner's Signature (REQUIRED)  
 The execution of this report as a partner constitutes an affirmation under the penalties of perjury that the facts stated herein are true.

SIGNATURE: RONALD STORCH 12/21/20 (631) 414-4150  
SIGNATURE AND TYPED OR PRINTED NAME OF SIGNING PARTNER. Date Daytime Phone #

E-mail Address: RONALD.STORCH@MARCUMLLP.COM  
(To be used for future annual report notifications)

## CPAVerify Individual Report Results

NAME: **MOISES DAVID ARIZA**  
 STATE OF LICENSE: FL  
 LAST UPDATED: **2024-02-28**

	<b>Business</b>	<b>Mail</b>
<b>Address:</b>	ARIZA, MOISES DAVID	FL, US
<b>License/Permit/Certificate Number:</b>	AC45440	
<b>Registration Number:</b>		
<b>License/Permit/Certificate Status:</b>	CURRENT, ACTIVE	
<b>License/Certificate Status Details:</b>	Holds a valid license to practice public accounting.	
<b>License Type:</b>	CERTIFIED PUBLIC ACCOUNTANT	
<b>License Type Details:</b>	Shall be deemed and construed to mean a person, who holds an active, inactive, delinquent, or temporary license issued under Chapter 473, F.S., or who is practicing public accounting in this state pursuant to the practice privilege granted in Section 473.3141, F.S.	
<b>Basis for License:</b>	EXAM	
<b>Basis for License Details:</b>	Initial license applications are only available for applicants that have passed all sections of the Uniform CPA Examination in Florida.	
<b>Issue Date:</b>	2012-12-21	
<b>Expiration Date:</b>	2025-12-31	
<b>Enforcement, Non-Compliance or Disciplinary Actions:</b>	None Reported To This Site By The Board	
<b>Other Information:</b>	None	

Contact the Board for official verification of information.

**State Board Contact Information:**

FLORIDA DIVISION OF CERTIFIED PUBLIC ACCOUNTING  
 240 NW 76TH DRIVE, SUITE A  
 GAINESVILLE, FL 32607

Phone: (850) 487-1395

Website: <http://www.myfloridalicense.com/DBPR/certified-public-accounting/>

Licensee Lookup:

<http://www.myfloridalicense.com/DBPR/certified-public-accounting/>

**Details of Enforcement, Non-Compliance or Disciplinary Actions:**

1. If "Contact State Board For Details" is displayed then the State Board has reported some type of enforcement, non-compliance or disciplinary action to this site and the State Board should be contacted for full details about the action reported.
2. If "None Reported To This Site By The Board" is displayed then the State Board provides enforcement, non-compliance and disciplinary action data to this site and none was indicated for this record.
3. If "State Does Not Provide This Type of Data At This Site" is displayed then CPAVerify is not currently receiving enforcement, non-compliance or disciplinary action data for licensees in this state. Some states are limited to sharing this type of data with third party websites due to privacy laws or policies, but most State Boards offer this information on their official State Board websites.
4. Contact the State Board for official verification of all enforcement, non-compliance and disciplinary activity.

The results shown here include all data made available by participating states. Additional data about the individual or firm may exist and is not shown here for other states that are not yet participating in the CPAVerify website. Please refer to the Participating States tab for more information about which states are currently sharing their licensing data for use with this website and for clarification about which states these results do not include. If the Board of interest is not participating, you may refer to the "Contact Boards" tab where a link to every Boards' website and therefore individual license lookup tool is available.



## CPAVerify Individual Report Results

NAME: **BEILA SHERMAN**  
 STATE OF LICENSE: **FL**  
 LAST UPDATED: **2023-06-06**

	<b>Business</b>	<b>Mail</b>
<b>Address:</b>	SHERMAN, BEILA FL, US	FL, US
<b>License/Permit/Certificate Number:</b>	AC0032647	
<b>Registration Number:</b>		
<b>License/Permit/Certificate Status:</b>	CURRENT, ACTIVE	
<b>License/Certificate Status Details:</b>	Holds a valid license to practice public accounting.	
<b>License Type:</b>	CERTIFIED PUBLIC ACCOUNTANT	
<b>License Type Details:</b>	Shall be deemed and construed to mean a person, who holds an active, inactive, delinquent, or temporary license issued under Chapter 473, F.S., or who is practicing public accounting in this state pursuant to the practice privilege granted in Section 473.3141, F.S.	
<b>Basis for License:</b>		
<b>Issue Date:</b>	1999-12-07	
<b>Expiration Date:</b>	2024-12-31	
<b>Enforcement, Non-Compliance or Disciplinary Actions:</b>	None Reported To This Site By The Board	
<b>Other Information:</b>	None	

Contact the Board for official verification of information.

<b>State Board Contact Information:</b>	FLORIDA DIVISION OF CERTIFIED PUBLIC ACCOUNTING 240 NW 76TH DRIVE, SUITE A GAINESVILLE, FL 32607  Phone: (850) 487-1395 Website: <a href="http://www.myfloridalicense.com/DBPR/certified-public-accounting/">http://www.myfloridalicense.com/DBPR/certified-public-accounting/</a> Licensee Lookup: <a href="http://www.myfloridalicense.com/DBPR/certified-public-accounting/">http://www.myfloridalicense.com/DBPR/certified-public-accounting/</a>
---	--

Details of Enforcement, Non-Compliance or Disciplinary Actions:

1. If "Contact State Board For Details" is displayed then the State Board has reported some type of enforcement, non-compliance or disciplinary action to this site and the State Board should be contacted for full details about the action reported.
2. If "None Reported To This Site By The Board" is displayed then the State Board provides enforcement, non-compliance and disciplinary action data to this site and none was indicated for this record.
3. If "State Does Not Provide This Type of Data At This Site" is displayed then CPAVerify is not currently receiving enforcement, non-compliance or disciplinary action data for licensees in this state. Some states are limited to sharing this type of data with third party websites due to privacy laws or policies, but most State Boards offer this information on their official State Board websites.
4. Contact the State Board for official verification of all enforcement, non-compliance and disciplinary activity.

The results shown here include all data made available by participating states. Additional data about the individual or firm may exist and is not shown here for other states that are not yet participating in the CPAVerify website. Please refer to the Participating States tab for more information about which states are currently sharing their licensing data for use with this website and for clarification about which states these results do not include. If the Board of interest is not participating, you may refer to the Contact Boards tab where a link to every Boards' website and therefore individual license lookup tool is available.

## CPAVerify Individual Report Results

NAME: SCOTT T MONTGOMERY  
 STATE OF LICENSE: FL  
 LAST UPDATED: 2024-02-28

	<b>Business</b>	<b>Mail</b>
<b>Address:</b>	MONTGOMERY, SCOTT T FL, US	FL,
<b>License/Permit/Certificate Number:</b>	AC0019857	
<b>Registration Number:</b>		
<b>License/Permit/Certificate Status:</b>	CURRENT, ACTIVE	
<b>License/Certificate Status Details:</b>	Holds a valid license to practice public accounting.	
<b>License Type:</b>	CERTIFIED PUBLIC ACCOUNTANT	
<b>License Type Details:</b>	Shall be deemed and construed to mean a person, who holds an active, inactive, delinquent, or temporary license issued under Chapter 473, F.S., or who is practicing public accounting in this state pursuant to the practice privilege granted in Section 473.3141, F.S.	
<b>Basis for License:</b>		
<b>Issue Date:</b>	1988-06-22	
<b>Expiration Date:</b>	2025-12-31	
<b>Enforcement, Non-Compliance or Disciplinary Actions:</b>	Contact State Board For Details	
<b>Other Information:</b>	None	

Contact the Board for official verification of information.

**State Board Contact Information:**

FLORIDA DIVISION OF CERTIFIED PUBLIC ACCOUNTING  
 240 NW 76TH DRIVE, SUITE A  
 GAINESVILLE, FL 32607

Phone: (850) 487-1395  
 Website: <http://www.myfloridalicense.com/DBPR/certified-public-accounting/>  
 Licensee Lookup:  
<http://www.myfloridalicense.com/DBPR/certified-public-accounting/>

NAME: SCOTT THOMAS MONTGOMERY  
 STATE OF LICENSE: TX  
 LAST UPDATED: 2024-02-28

	<b>Business</b>	<b>Mail</b>
<b>Address:</b>		BOYNTON BEACH, FL, USA
<b>License/Permit/Certificate Number:</b>	047251	
<b>Registration Number:</b>		
<b>License/Permit/Certificate Status:</b>	ISSUED	
<b>License/Certificate Status Details:</b>	License is current.	
<b>License Type:</b>	CPA	
<b>License Type Details:</b>	A person who holds a license to practice public accounting pursuant to the Public Accountancy Act. A person may represent themselves to the public as an accountant or auditor or any combination of those terms or assert an expertise in accounting or auditing only if they are licensed by this agency and practice under a licensed CPA firm.	
<b>Basis for License:</b>	EXAM	
<b>Basis for License Details:</b>	Initial License. Applicants who have passed the Uniform CPA Examination and are not licensed to practice public accounting in any jurisdiction, may apply for an Initial License in Texas.	
<b>Issue Date:</b>	1988-03-09	
<b>Expiration Date:</b>	2024-07-31	
<b>Enforcement, Non-Compliance or Disciplinary Actions:</b>	None Reported To This Site By The Board	
<b>Other Information:</b>	None	

Contact the Board for official verification of information.

## CPAVerify Individual Report Results

NAME: ELDA KOKURI  
STATE OF LICENSE: PA  
LAST UPDATED: 2024-02-28

**Address:**  
**License/Permit/Certificate Number:** CA068072  
**Registration Number:**  
**License/Permit/Certificate Status:** ACTIVE  
**License/Certificate Status Details:** Licensee allowed to practice in PA  
**License Type:** CPA  
**Basis for License:** EXAMINATION  
**Issue Date:** 2023-08-14  
**Expiration Date:** 2025-12-31  
**Enforcement, Non-Compliance or Disciplinary Actions:** None Reported To This Site By The Board  
**Other Information:** None

Contact the Board for official verification of information.

**State Board Contact Information:** STATE BOARD OF ACCOUNTANCY  
P.O. BOX 2649  
HARRISBURG, PA 17105-2649  
  
Phone: (833) 367-2762  
Fax: 717-705-5540  
Email: ST-Accountancy@pa.gov  
Website: <https://www.dos.pa.gov/account>  
Licensee Lookup:  
<https://www.dos.pa.gov/ProfessionalLicensing/BoardsCommissions/Accountancy/Pages/default.aspx#.VO>

Details of Enforcement, Non-Compliance or Disciplinary Actions:

1. If "Contact State Board For Details" is displayed then the State Board has reported some type of enforcement, non-compliance or disciplinary action to this site and the State Board should be contacted for full details about the action reported.
2. If "None Reported To This Site By The Board" is displayed then the State Board provides enforcement, non-compliance and disciplinary action data to this site and none was indicated for this record.
3. If "State Does Not Provide This Type of Data At This Site" is displayed then CPAVerify is not currently receiving enforcement, non-compliance or disciplinary action data for licensees in this state. Some states are limited to sharing this type of data with third party websites due to privacy laws or policies, but most State Boards offer this information on their official State Board websites.
4. Contact the State Board for official verification of all enforcement, non-compliance and disciplinary activity.

The results shown here include all data made available by participating states. Additional data about the individual or firm may exist and is not shown here for other states that are not yet participating in the CPAVerify website. Please refer to the Participating States tab for more information about which states are currently sharing their licensing data for use with this website and for clarification about which states these results do not include. If the Board of interest is not participating, you may refer to the "Contact Boards" tab where a link to every Boards' website and therefore individual license lookup tool is available.



APPENDIX C

# INSURANCE REQUIREMENTS



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/31/2024

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).

<b>PRODUCER</b> License # BR-767175 <b>Hub International Northeast Limited</b> 100 Sunnyside Boulevard Woodbury, NY 11797	<b>CONTACT NAME:</b>		
	<b>PHONE</b> (A/C, No, Ext): <b>(516) 677-4700</b>	<b>FAX</b> (A/C, No): <b>(516) 496-4040</b>	
<b>E-MAIL ADDRESS:</b>			
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>	
<b>INSURED</b>  <b>Marcum LLP</b> 10 Melville Park Road Melville, NY 11747	<b>INSURER A : National Fire Insurance Company of Hartford</b>		<b>20478</b>
	<b>INSURER B : Continental Casualty Company</b>		<b>20443</b>
	<b>INSURER C : The Continental Insurance Company</b>		<b>35289</b>
	<b>INSURER D : North American Capacity Insurance Company</b>		<b>25038</b>
	<b>INSURER E : Columbia Casualty Company</b>		<b>31127</b>
<b>INSURER F :</b>			

**COVERAGES****CERTIFICATE NUMBER:****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	
<b>A</b>	<b>COMMERCIAL GENERAL LIABILITY</b> <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 <input checked="" type="checkbox"/> OTHER: <b>Contractual Liab.</b>			<b>7018085918</b>	<b>1/1/2024</b>	<b>1/1/2025</b>	EACH OCCURRENCE	\$ <b>1,000,000</b>
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ <b>1,000,000</b>
							MED EXP (Any one person)	\$ <b>15,000</b>
							PERSONAL & ADV INJURY	\$ <b>1,000,000</b>
							GENERAL AGGREGATE	\$ <b>2,000,000</b>
							PRODUCTS - COMP/OP AGG	\$ <b>2,000,000</b>
								\$
<b>B</b>	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			<b>7018085921</b>	<b>1/1/2024</b>	<b>1/1/2025</b>	COMBINED SINGLE LIMIT (Ea accident)	\$ <b>1,000,000</b>
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
<b>C</b>	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ <b>10,000</b>			<b>7018085952</b>	<b>1/1/2024</b>	<b>1/1/2025</b>	EACH OCCURRENCE	\$ <b>25,000,000</b>
							AGGREGATE	\$ <b>25,000,000</b>
								\$
<b>C</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N <input type="checkbox"/> N / A If yes, describe under DESCRIPTION OF OPERATIONS below			<b>7018085935</b>	<b>1/1/2024</b>	<b>1/1/2025</b>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ <b>1,000,000</b>
							E.L. DISEASE - EA EMPLOYEE	\$ <b>1,000,000</b>
							E.L. DISEASE - POLICY LIMIT	\$ <b>1,000,000</b>
<b>D</b>	<b>Cyber</b>			<b>C-4LPX-225469-CYBER-2023</b>	<b>8/23/2023</b>	<b>8/23/2024</b>	<b>Limit</b>	<b>5,000,000</b>
<b>E</b>	<b>Cyber</b>			<b>652456729</b>	<b>8/23/2023</b>	<b>8/23/2024</b>	<b>Limit</b>	<b>5,000,000</b>

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

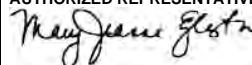
Evidence of Coverage

**CERTIFICATE HOLDER****CANCELLATION**

Evidence of Coverage

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





# CERTIFICATE OF LIABILITY INSURANCE

Date (MM/DD/YYYY)  
10/11/2023

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

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


PRODUCER  Pace Professional Services, Ltd. 585 Stewart Avenue, Suite 600 Garden City, NY 11530	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	EMAIL ADDRESS:	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	INSURER A:	Swiss Re International SE / Castel / Convex/Chubb UK/ Ki
INSURED  Marcum LLP 10 Melville Park Road Melville, NY 11747	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

**COVERAGES****CERTIFICATE NUMBER:****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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (mm/dd/yyyy)	POLICY EXP (mm/dd/yyyy)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC			N/A			EACH OCCURANCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIM-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			N/A			COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$ EACH OCCURANCE \$ AGGREGATE \$ EACH OCCURANCE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		N/A			<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Accountants Professional Liability			PSACO2300473	10/01/2023	10/01/2024	\$10,000,000/\$10,000,000

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

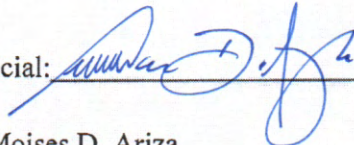
<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
Marcum LLP 10 Melville Park Road Melville, NY 11747	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b>  AUTHORIZED REPRESENTATIVE 



APPENDIX D  
**REQUIRED FORMS**

**Appendix A**  
**Proposer Guarantees**

1. The proposer certified it can and will provide and make available, at a minimum, all services set forth in the RFP Scope of Services.

Signature of Official:  \_\_\_\_\_

Name (typed): Moises D. Ariza \_\_\_\_\_

Title: Partner \_\_\_\_\_

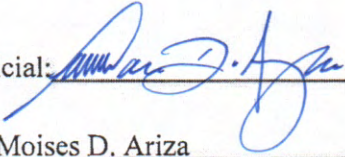
Firm: Marcum LLP \_\_\_\_\_

Date: March 6, 2024 \_\_\_\_\_



**Appendix B**  
**Proposer Warranties**

- A. Proposer warrants that it is willing and able to comply with State of Florida laws with respect to foreign (non-Florida) corporations.
- B. Proposer warrants that it is willing and able to obtain an errors and omissions insurance policy and professional liability insurance policy providing a prudent amount of coverage for the willful or negligent acts, or omissions of any officers, employees or agents thereof.
- C. Proposer warrants that it will not delegate or subcontract its responsibilities under an agreement without the express prior written permission of the Authority.
- D. Proposer warrants that all information provided by it in connection with this proposal is true and accurate.

Signature of Official:  \_\_\_\_\_

Name (typed): Moises D. Ariza \_\_\_\_\_

Title: Partner \_\_\_\_\_

Firm: Marcum LLP \_\_\_\_\_

Date: March 6, 2024 \_\_\_\_\_

**Appendix C**  
**Schedule of All Inclusive Prices**  
**For the Audit of the Fiscal Year 2024 – Fiscal Year 2028 Financial Statements**

**Total All Inclusive Price**

<b>2024</b>	<b>\$38,995</b>
<b>2025</b>	<b>\$39,995</b>
<b>2026</b>	<b>\$40,995</b>
<b>2027</b>	<b>\$41,995</b>
<b>2028</b>	<b>\$42,995</b>
<b>Extension 1</b>	<b>\$43,995</b>
<b>Extension 2</b>	<b>\$44,995</b>

**Rates for Additional Professional Services**

<b>Staff Level</b>	<b>Hourly Rate</b>
Partners	\$400
Managers	\$300
Supervisory Staff	\$225
Staff Level	\$150
Other (specify)	



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 Moises D. Ariza, Partner  
(Print individual's name and title)

for Marcum LLP  
(Print name of entity submitting sworn statement)

whose business address is 201 East Kennedy Boulevard, Suite 1500, Tampa, FL 33602

and (if applicable) its Federal Employer Identification Number (FEIN) is 11-1986323  
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:  
\_\_\_\_\_).

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

a) A predecessor or successor of a person convicted of a public entity crime; OR

b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in management of an entity.



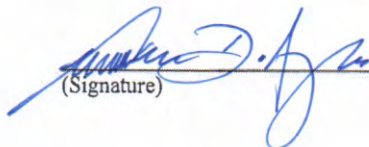
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

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.

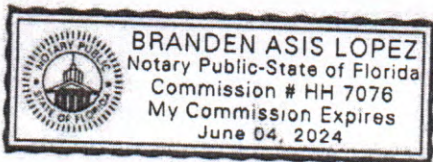
\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent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

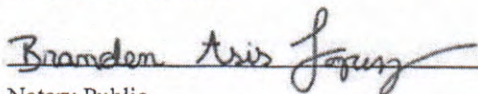
I UNDERSTAND THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND I AM REQUIRED TO INFORM THE PUBLIC ENTITY 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.

  
(Signature)

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 6th day of March, 2024 by Moises D. Ariza (name of officer or agent, title of officer or agent) of Marcum LLP (name of Firm company acknowledging), a Partnership (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

Branden Asis Lopez

Name typed, printed or stamped

My Commission Expires: June 04, 2024











**Contract Holder E-Verify Registration and Affidavit**

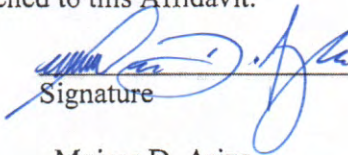
As provided in Section 33 of the Agreement, pursuant to Section 448.095, Florida Statutes, beginning January 1, 2021, Firm shall register with and use the U.S. Department of Homeland Security's E-Verify system, (<https://e-verify.uscis.gov/emp>) to verify the work authorization status of all Firm employees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

**Affidavit**

I hereby certify that Marcum LLP (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 Marcum LLP (Contract holder) proof of registration in the E-Verify system is attached to this Affidavit.



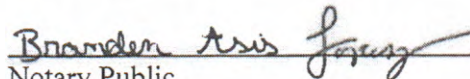
March 6, 2024  
Date

Moises D. Ariza  
Print Name

STATE OF FLORIDA

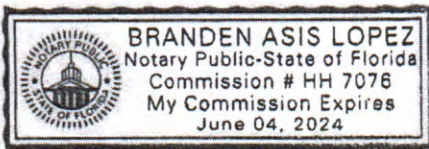
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 6th day of March, 2024 by Moises D. Ariza, Partner (name of officer or agent, title of officer or agent) of Marcum LLP (name of Firm 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

Branden Asis Lopez  
Name typed, printed or stamped

My Commission Expires: June 04, 2023





# MAULDIN & JENKINS

mjcpa.com

1401 Manatee Avenue West, Suite 1200

Bradenton, FL 34205



## Peace River Manasota Regional Water Supply Authority

Proposal for Professional Auditing Services  
Fiscal Years September 30, 2024 through 2028

Mauldin & Jenkins, LLC Certified Public Accountants

Contact Persons: Wade Sansbury, CPA, Partner and  
Daniel Anderson, CPA, Partner

Phone: 941-747-4483

Fax: 941-747-6035

Emails: [wsansbury@mjcpa.com](mailto:wsansbury@mjcpa.com) [danderson@mjcpa.com](mailto:danderson@mjcpa.com)

February 6, 2024 | 10:00 AM

**ELECTRONIC SUBMISSION**



*Going Further.*

**Letter of Transmittal**

March 6, 2024

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

Ladies and Gentlemen:

We appreciate the opportunity to propose on providing audit services to the Peace River Manasota Regional Water Supply Authority (the “Authority”), and we are pleased to submit a qualifications package including a separate cost package to provide annual financial and compliance auditing services for the Authority. The contract for such audit services will be for the fiscal years ending September 30, 2024 through 2028.

We have read the Request for Proposal (RFP) and fully understand its intent and contents. We understand the timeframe for performance of the annual financial audits as stipulated by the Authority and agree to provide the services described in the proposal. We will conduct preliminary and final fieldwork and will work with the Authority as closely as possible to issue all of the deliverables ahead of the Authority deadline. Our Firm is, and all significant personnel listed within this proposal are, licensed to practice in the State of Florida and are qualified to provide all services requested by the Authority. We are a southeastern regional firm with Florida offices in Bradenton and Sarasota. Our Bradenton office location has approximately 45 employees available to serve the Authority.

Mauldin & Jenkins is committed to client service and to building relationships with our clients, obtaining a thorough understanding of our client’s organization and needs, working with clients as trusted advisors, and delivering a high-quality final product on time. We have been in continuous operation for over 100 years and believe that we are the best qualified to serve the Authority due to the following:

- **Governmental Experience:** Our Firm has made the governmental sector a primary industry focus. We have served the audit and compliance needs of numerous governmental entities over the years and remain committed to serving this sector. We provide the following statistics related to our governmental practice:
  - **Over 700 governmental entities** served in the Southeast on an annual basis, which includes **over 60 stand alone water utilities**.
  - **150+ full-time equivalent professionals** with current governmental accounting experience.
  - We serve **170 entities** who receive the **GFOA Certificate of Achievement for Excellence in Financial Reporting** on an annual basis.
  - We serve as the plan auditor for approximately **30 single employer defined benefit pension plans** in Florida, and currently audit in excess of \$2.8 billion in Florida pension assets.

- We serve over **290 entities** requiring **federal/state Single Audits** annually.
- **Experience with Notable Governmental Water Utilities in the Southeast:** We are the current auditor of some of the most notable and recognized water utilities in the Southeast. These clients include Tampa Bay Water, Seacoast Utility Authority, and Englewood Water District.
- **Experienced Personnel:** The personnel included in this proposal for your engagement have numerous years of professional experience in the governmental sector and are dedicated to serving this industry. We make every effort to retain experienced and qualified staff which will assist in providing staff continuity. The quality of the proposed engagement team is the clearest evidence of our commitment to serve you.
- **Responsiveness and Large Firm Resources with Small Firm Sensitivity:** We pride ourselves in responding to the needs of our clients; not only the ability to meet deadlines, but also to respond to other requests. Our ability to be responsive is enhanced by the open communications and good working relationship we have with our clients. Our resources provide for the flexibility to meet your needs and to perform our services in an efficient and effective manner.
- **Information Technology Services:** We are proud to be one of the few firms in the Southeast to utilize Artificial Intelligence tools as part of our audit process. We also use a web-based file transfer software called Suralink. These tools provide for a more effective and efficient audit. We also have resources to address the evolving cybersecurity threats to your government by having Certified Information Systems Auditors (“CISA”) on staff and who are certified by the American Institute of CPAs (“AICPA”) to provide cybersecurity advisory services and the newly created cybersecurity assessment.
- **Education:** Presently, Mauldin & Jenkins clients have the opportunity to register and receive a minimum of **sixteen hours of complimentary** continuing education on an annual basis. We take our experience in serving governments, and choose timely and relevant topics to provide ongoing education to our clients. We believe education and training to be a key element of serving our governmental clientele. These classes are taught by Mauldin & Jenkins professionals, who also spend time each year teaching at various National and State Governmental Conferences.
- **Nationally Recognized:** Mauldin & Jenkins is consistently ranked in the Top 100 by various publications as one of the largest certified public accounting firms in the country. We are a regional firm, but the Firm’s influence is shared nationally. Our partners have volunteered to serve: as the American Institute of CPA’s (AICPA’s) sole representative to Government Accounting Standards Advisory Council (GASAC); the 2015 Chairman of the Board of the AICPA; and a board member of the International Federation of Accountants (IFAC) in 2016. **In January 2020, our own Joel Black accepted the opportunity to serve as the Chairman of the Governmental Accounting Standards Board (GASB).** Mauldin & Jenkins is a leader nationally.

We realize the difficulty in selecting an audit firm. By selecting Mauldin & Jenkins, you will be provided excellent client service and operational best practices stemming from our service to hundreds of governmental entities. We understand the work requested and are committed to meeting your needs. Thank you very much for considering our Firm and allowing us to present our proposal. This proposal represents a firm and irrevocable offer for 120 days from the date of the proposal. As a partner of Mauldin & Jenkins, Wade Sansbury is authorized to bind and make representations for the Firm. He will be the ultimate party responsible for the quality of the report and working papers. Wade and Daniel are both out of our Bradenton, Florida office.



Daniel R. Anderson, CPA, Partner  
[danderson@mjcpa.com](mailto:danderson@mjcpa.com)  
941-741-2213 (direct)

Sincerely,  
MAULDIN & JENKINS, LLC



Wade P. Sansbury, CPA, Partner  
[wsansbury@mjcpa.com](mailto:wsansbury@mjcpa.com)  
1401 Manatee Ave West, Suite 1200  
Bradenton, Florida 34205  
Fed ID: 58-0692043  
941-741-2255 (direct)  
941-747-6035 (fax)

**Table of Contents**

**Letter of Transmittal..... 1**

**Table of Contents ..... 4**

**Background ..... 5**

**Independence ..... 6**

**Firm Qualifications and Experience..... 5**

- **Organization and Size..... 5**
- **Location of the Office from which the Work is to be Performed..... 8**
- **Quality Control Review (Peer Review) ..... 9**
- **No Litigation, Federal/State Desk Reviews or Disciplinary Action ..... 9**
- **Governments Served in the Past Five Years ..... 11**
- **Certificates of Achievement and Excellence in Financial Reporting ..... 12**

**Partner, Supervisory and Staff Qualifications and Experience..... 13**

- **Proposed Contract Team ..... 13**
- **Individual Resumes of Key Personnel..... 14**
- **Partner and Staff Continuity..... 24**

**Similar Engagements with Other Government Entities ..... 24**

**Specific Audit Approach..... 26**

- **Audit Methodology ..... 26**
- **Proposed Segmentation of the Engagement..... 27**
- **Level of Staff and Number of Hours to be Assigned ..... 30**
- **Sampling Techniques and the Extent to Which Statistical Sampling Will be Used in the Engagement ..... 30**
- **Experience with EDP Systems and Extent of the Use of Audit Software in the Engagement..... 30**
- **Type and Extent of Analytical Procedures to be Used in the Engagement..... 33**
- **Approach to be taken to Gain and Document an Understanding of the Authority’s Internal Control Structure ..... 33**

**Schedule of Fees ..... 35**

**Required Forms ..... 36**

- **Appendix A..... 36**
- **Appendix B..... 37**
- **Appendix C..... 38**
- **Public Entity Crimes Statement..... 39**
- **References..... 41**
- **E-Verify Affidavit ..... 44**
- **Addendum Acknowledgement ..... 48**



**Background**

**Legal Name:** Mauldin & Jenkins, LLC  
Wade Sansbury, Partner 941-741-2255 (direct dial) [wsansbury@micpa.com](mailto:wsansbury@micpa.com)  
1401 Manatee Avenue West, Suite 1200; Bradenton, FL 34205

**Principal Office Locations:** Bradenton and Sarasota, Florida

**Legal Form of Company:** Limited Liability Company operating as a Partnership

**Copy of Licenses:** Mauldin & Jenkins has been licensed to practice public accounting within the State of Florida for many years. Our Firm’s Florida license number is AD0007585. **Additionally, assigned professional staff are properly licensed and registered to practice public accounting within the State of Florida.** We have included a copy of the Firm’s state licensure below. All individual licenses can be provided to you upon request or independently verified on the web. Our Firm is also properly registered with the Florida Department of State Division of Corporations (Sunbiz.org).



**Disclosure:** Mauldin & Jenkins currently does not audit Charlotte, Desoto, Manatee, or Sarasota County. We do however perform the annual financial statement audit for the City of North Port and have done so for many years.

**Litigation:** We are not currently involved in any litigation against or with any of the Authority customers noted in the request for proposal.

## Independence

We hereby affirm that Mauldin & Jenkins, LLC is independent with respect to the Authority. We meet the independence standards of Generally Accepted Auditing Standards issued by the Comptroller General of the U.S. and the U.S. Government Accountability Office’s *Government Auditing Standards*. We are also independent with respect to the Authority within the meaning of Rule 101 of the Code of Professional Ethics of the American Institute of Certified Public Accountants and the applicable published rules and interpretation thereunder.

We conduct our audits objectively and will report findings, opinions, and conclusions objectively. As noted above, we are free from personal and external impairments to independence, are organizationally independent, and will maintain an independent attitude and appearance so that opinions, conclusions, judgments, and recommendations are impartial and will be viewed as impartial by knowledgeable parties. There are no situations that might lead others to question our independence. We have not had a professional relationship with the Authority of any kind over the past five years. We also agree to give written notice to the Authority in the event we do enter into any professional relationship during the period of this agreement.

All assigned professional staff are properly licensed and registered to practice public accounting within the State of Florida.

## Firm Qualifications and Experience

### Organization and Size

Mauldin & Jenkins was formed in 1918 and has been actively engaged in governmental auditing since its inception. We have been operating in Florida since 2011. Mauldin & Jenkins is considered to be one of the Southeast’s largest locally owned providers of audit and accounting services and one of the largest certified public accounting firms in the country. Mauldin & Jenkins serves clients throughout the southeastern United States. Mauldin & Jenkins is considered to be a large regional firm.

**Mauldin and Jenkins has offices located in Bradenton and Sarasota, Florida; Atlanta, Macon, Sandy Springs, Albany and Savannah, Georgia; Chattanooga, Tennessee; Raleigh, North Carolina; Columbia, South Carolina; Athens, Huntsville, Florence, and Birmingham, Alabama.** We have a practice structure with the scale to serve governmental clients well due to the efficient allocation of resources in our geographic area.

## Firm History and Expansion



Mauldin & Jenkins provides over 155,000 hours of service to governmental entities on an annual basis. The Firm’s governmental practice is the largest niche in the Firm representing approximately 30% of the Firm’s total practice. However, size and resources alone are not the most meaningful measure of success; in the end, our clients remain the best judges of Mauldin & Jenkins' value. Other key information relative to the size and experience of Mauldin & Jenkins is as follows:

- **510,000** - approximate total hours of service provided annually to clients of the Firm
- **155,000** - approximate total hours of service provided annually to governmental clients
- **54%** - percentage of governmental practice as compared to Firm’s attestation practice
- **30%** - percentage of governmental practice as compared to Firm’s overall practice
- **700** - approximate total governmental entities served in past three years
- **525** - total number of Firm personnel
- **174** - total clients served who obtain the GFOA/ASBO Certificates
- **47** - total clients with publicly issued debts in excess of \$75 million
- **77** - total number of Firm partners
- **25** - total number of full-time governmental partners and directors
- **20** - total number of full-time governmental managers
- **150** - total number of professionals with current governmental experience
- **292** - number of federal Single Audits performed by the Firm in 2022 covering over \$7 billion in federal expenditures (more than any other firm in our geographic service area)

### **A Century of Service**

Mauldin & Jenkins’ commitment to government began when our Firm was established in 1918. Since then, we have viewed service to governments as significant to the overall success of the Firm. Today, the governmental sector is an industry that has been specifically identified for our continued growth in professional services. Accordingly, all professionals, from entry-level accountants to partners (who select the governmental sector as their focus), are trained to understand the issues and meet the needs of state and local governmental entities.

As noted previously, Mauldin & Jenkins employs **45 partners, directors and managers** who dedicate **100%** of their time serving governmental clients. We also have numerous additional professionals with current experience in providing services to governmental entities – many of whom spend their time exclusively on governmental clients. Mauldin & Jenkins’ dedicated professionals can bring a comprehensive understanding of the issues that face government entities as well as “bench strength” at all levels, allowing us to respond swiftly and effectively to your evolving needs.





The goal of our governmental practice is to help governments improve their financial processes and strategies so that they can in turn, achieve their goal of improving the lives of their citizens. This shared commitment to the goals of our clients has resulted in a significant government clientele. As noted in our Letter of Transmittal, we currently **serve over 700 governments in the Southeast.**

Note that there have been no significant changes to our organizational structure, ownership, or management during the past three years.

**Location of the Office from which the Work is to be Performed**

The Bradenton office will be the office providing services to the City and employs **24 professionals with current experience in providing services to governmental entities** and who will meet the continuing professional education requirements set forth in the U.S. General Accounting Office *Government Auditing Standards*. In addition to specializing in assurance and consulting services for local governments, the Bradenton office also provides assurance and consulting services for nonprofit and financial institution organizations, as well as tax and advisory services for individuals and business. A further profile of the Bradenton office and the Firm’s **professional** staff as a whole is as follows:

Professional Staff by Level	Bradenton	Firm-Wide
Partners	8	71
Directors/Managers	13	120
Senior Associates	11	104
Associates	15	189
Total	47	484

### Quality Control Review (Peer Review)

In the mid-70s, the Private Companies Practice Section (PCPS) was founded by the American Institute of CPAs (AICPA) to establish a voluntary quality assurance program for CPA firms. There are requirements for membership in the section, which include mandatory continuing education for each member of the professional staff and a key element is a tri-annual independent review of a firm's quality control system in its practice of public accounting. Mauldin & Jenkins has been a member of the section from its inception. The peer review aspect has evolved from being voluntary to mandatory and Mauldin & Jenkins is in full compliance with the requirements of having a tri-annual review. In the peer reviewer's latest report dated November 12, 2020, our reviewing firm gave a rating of "pass" which is the highest form of assurance a reviewing firm can render on the system of quality control for our accounting and audit practice. Our report for the year ended May 31, 2023 is currently being reviewed by the AICPA. No issues are anticipated with the newest report.

A copy of the most recent report on external quality control review is provided on the following page. **The quality control review included a review of specific government engagements.** No letter of comment was received as a result of this review. We are quite proud to be one of the few Southeast based firms to have undergone this review and to have received such an excellent opinion from a large reputable national firm. Our public company practice is also reviewed in accordance with CAQ requirements as administered through the Public Company Oversight Board (PCAOB). Also note, that as part of our quality control system, we perform internal peer reviews by office to ensure compliance with these standards during the two-year break period between external peer reviews. Daniel Anderson, Wade Sansbury, Adam Fraley, Trey Scott and Alison Wester have all participated in this process. Additionally, we perform peer reviews for other firms across the country. As such, we have extensive knowledge and experience in this area which helps our Firm maintain sound quality control over our engagements.

### No Litigation, Federal/State Desk Reviews or Disciplinary Action

Mauldin & Jenkins has had no cases brought forth against the Firm over the past five years in which our Firm was a named party. Additionally, Mauldin & Jenkins has not had a federal or state desk review or field review of its audits during the past five years. Mauldin & Jenkins has not had any disciplinary actions taken (nor are any pending) against the Firm during the past five years with any state or federal regulatory bodies or professional organizations. We have a long-standing history of providing excellent services to our clients and have had no prior record of substandard audit work.

As noted above, there is no pending litigation against our Firm that may be of relevance to the fulfillment of a contract between Mauldin & Jenkins and the City. Additionally, we note no problems that may affect our ability to complete the project as defined in the City's request for proposal.



## REPORT ON THE FIRM'S SYSTEM OF QUALITY CONTROL

November 12, 2020

To the Shareholders of Mauldin & Jenkins, LLC  
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Mauldin & Jenkins, LLC (the firm) applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended May 31, 2020. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary). The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

### Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

### Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

### Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act, audits of employee benefit plans, audits performed under FDICIA, an audit of a broker-dealer and an examination of service organization's SOC 1 engagement.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

---

PBMares, LLP | 725 Jackson Street, Suite 210 | Fredericksburg, VA 22401 | P 540.371.3566 | 1.800.296.3710 | F 540.371.3598

### Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Mauldin & Jenkins, LLC applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended May 31, 2020, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Mauldin & Jenkins, LLC has received a peer review rating of *pass*.

*PBMares, LLP*

PBMares, LLP

### Governments Served in the Past Five Years

Perhaps the greatest indicator of our reliability as a professional service provider to state and local governments is our list of governmental clients. The following governmental client listings are provided to demonstrate Mauldin & Jenkins’ vast experience serving the governmental sector, and these listings are broken down by type of governmental unit, and the respective listings represents clients we have served in the past five years (and not over a lifetime).

**Water and sewer operations.** Below is a listing of water/sewer operations we have served within the past five years:

- |                                |                            |  |   |
|--------------------------------|----------------------------|--|---|
| 1) Athens-Clarke County        | 41) City of Jackson        | 80) City of Villa Rica                           | 112) Gladeville Utility District                          |
| 2) Augusta-Richmond Co.        | 42) City of Jamestown      | 81) City of Wildwood                             | 113) Gwinnett Co. Water & Sewerage Auth.                  |
| 3) Calhoun County              | 43) City of Jefferson      | 82) Columbia Co.                                 | 114) Hamilton Co. Water & Wastewater Treatment Department |
| 4) Chatham County              | 44) City of Johnsonville   | 83) Crisp County                                 | 115) Henry Co. Water Authority                            |
| 5) City of Aiken               | 45) City of Kingsland      | 84) DeKalb County                                | 116) Lumpkin Co. Water & Sewerage Auth.                   |
| 6) City of Albany              | 46) City of Lagrange       | 85) Emerald Coast Utilities Authority            | 117) Macon Water Authority                                |
| 7) City of Americus            | 47) City of Lake Placid    | 86) Englewood Water District                     | 118) Newton Co. Water & Sewerage Auth.                    |
| 8) City of Arcadia             | 48) City of Lawrenceville  | 87) Floyd County                                 | 119) Peace River/Manasota Reg. Water Supply Auth.         |
| 9) City of Athens, AL          | 49) City of Leesburg       | 88) Forsyth County                               | 120) Peachtree City Water & Sewerage Auth.                |
| 10) City of Atlanta            | 50) City of Long Boat Key  | 89) Gates County, NC                             | 121) Polk Co. Water Authority                             |
| 11) City of Ball Ground        | 51) City of Marco Island   | 90) Halifax County, NC                           | 122) Middle Chattahoochee Regional Water & Sewer Auth.    |
| 12) City of Bloomingdale       | 52) City of Milledgeville  | 91) Lee County                                   | 123) Seacoast Utility Authority                           |
| 13) City of Bradenton          | 53) City of Monroe         | 92) Liberty County                               | 124) Tampa Bay Water Auth.                                |
| 14) City of Brunswick          | 54) City of Naples         | 93) Lincoln County                               | 125) Town of Black Mountain, NC                           |
| 15) City of Byron              | 55) City of North Augusta  | 94) McIntosh County                              | 126) Town of Chapin, SC                                   |
| 16) City of Callaway           | 56) City of North Port     | 95) Mitchell County                              | 127) Town of Hemingway, SC                                |
| 17) City of Canton             | 57) City of Palmetto       | 96) Montgomery County, NC                        | 128) Town of Pamplico, SC                                 |
| 18) City of Cartersville       | 58) City of Perry          | 97) Monroe County                                | 129) Town of Selma, NC                                    |
| 19) City of Cayce, SC          | 59) City of Plant City     | 98) Orange County                                | 130) Village of Tequesta                                  |
| 20) City of Clarksville        | 60) City of Pooler         | 99) Paulding County                              |   |
| 21) City of Clemson, SC        | 61) City of Port Wentworth | 100) Richland County, SC                         |   |
| 22) City of Clover             | 62) City of Powder Springs | 101) Rockdale County                             |   |
| 23) City of College Park       | 63) City of Richmond Hill  | 102) Spalding County                             |   |
| 24) City of Conyers            | 64) City of Rock Hill, SC  | 103) Taylor County                               |   |
| 25) City of Cooper City        | 65) City of Rockmart       | 104) Walton County                               |   |
| 26) City of Cordele            | 66) City of Rome           | 105) Barrow Co. Water & Sewer Auth.              |   |
| 27) City of Covington          | 67) City of Roswell        | 106) Bristol Joint Sewer System                  |   |
| 28) City of Crystal River      | 68) City of Savannah       | 107) Brunswick - Glynn Joint Water & Sewer Comm. |   |
| 29) City of Fairburn           | 69) City of St. Marys      | 108) Chatsworth Water Works Comm.                |   |
| 30) City of Fayetteville       | 70) City of Stockbridge    | 109) Clayton Co. Water & Sewer Auth.             |   |
| 31) City of Fernandina         | 71) City of Suwanee        | 110) Cobb Co. - Marietta Water Auth.             |   |
| 32) City of Ft. Myers Beach    | 72) City of Thomasville    | 111) Eatonton-Putnam Water & Sewer Auth.         |   |
| 33) City of Garden City        | 73) City of Thunderbolt    |  |   |
| 34) City of Goose Creek        | 74) City of Tifton         |  |   |
| 35) City of Griffin            | 75) City of Toccoa         |  |   |
| 36) City of Gulfport           | 76) City of Tuscaloosa     |  |   |
| 37) City of Haines City        | 77) City of Tybee Island   |  |   |
| 38) City of Hendersonville, NC | 78) City of Union City     |  |   |
| 39) City of Hinesville         | 79) City of Valdosta       |  |   |
| 40) City of Islamorada         |                            |  |   |

Additionally, our advisory team is currently performing performance audit services for all 49 of the State of Florida’s soil and water conservation districts. We are also an approved vendor on the State of Florida Master Services Agreement #84111600-20-1.

### Certificates of Achievement and Excellence in Financial Reporting



Mauldin & Jenkins has served **over 700 governments** in the past several years, and **174** governmental units who obtain the GFOA’s Certificate of Achievement for Excellence in Financial Reporting (and/or the ASBO’s Certificate of Excellence in Financial Reporting). We ***have never failed to obtain the Certificate!*** Every Annual Comprehensive Financial Report submitted has received the award. The following are our current clients:

**Counties:**

- 1) Aiken
- 2) Athens-Clarke
- 3) Augusta-Richmond
- 4) Barrow
- 5) Beaufort, SC
- 6) Buncombe, NC
- 7) Butts
- 8) Camden
- 9) Cartersville
- 10) Chatham
- 11) Clayton
- 12) Colleton, SC
- 13) Columbus-Muscogee
- 14) DeKalb
- 15) Douglas
- 16) Edgefield, SC
- 17) Florence, SC
- 18) Floyd
- 19) Forsyth
- 20) Glynn
- 21) Greenville, SC
- 22) Gwinnett
- 23) Halifax, NC
- 24) Hamilton, TN
- 25) Henry
- 26) Horry, SC
- 27) Jackson
- 28) Lancaster, SC
- 29) Liberty
- 30) Macon-Bibb
- 31) Morgan
- 32) Moore, NC
- 33) Newton
- 34) Oconee, SC
- 35) Orange, NC
- 36) Paulding
- 37) Richland, SC
- 38) Rockdale
- 39) Spalding

40) Wake, NC

- 41) Walton
  - 42) Whitfield
- Cities:**
- 43) Aiken, SC
  - 44) Albany
  - 45) Alpharetta
  - 46) Americus
  - 47) Apopka, FL
  - 48) Austell
  - 49) Ball Ground
  - 50) Beaufort, SC
  - 51) Black Mountain, NC
  - 52) Bluffton, SC
  - 53) Bristol, TN
  - 54) Brookhaven
  - 55) Brunswick
  - 56) Callaway, FL
  - 57) Cartersville
  - 58) Cayce, SC
  - 59) Chamblee
  - 60) Charleston, SC
  - 61) Chapin, SC
  - 62) Clarksville, TN
  - 63) Clemson, SC
  - 64) College Park
  - 65) Conyers
  - 66) Cooper City, FL
  - 67) Covington
  - 68) Decatur
  - 69) Douglasville
  - 70) Dunwoody
  - 71) Fayetteville
  - 72) Fairburn
  - 73) Forest Park
  - 74) Forsyth
  - 75) Garden City
  - 76) Garner, NC
  - 77) Griffin

78) Gulfport, MS

- 79) Haines City, FL
- 80) Hallandale Bch, FL
- 81) Hapeville
- 82) Hardeeville, SC
- 83) Hendersonville, NC
- 84) Hinesville
- 85) Holly Springs
- 86) Huntsville, AL
- 87) Jacksonville, NC
- 88) John's Creek
- 89) Juno Beach, FL
- 90) Kennesaw
- 91) Kiawah Island
- 92) Kingsland
- 93) Marco Island, FL
- 94) Lagrange
- 95) Lawrenceville
- 96) Longboat Key, FL
- 97) Milledgeville
- 98) Milton
- 99) Monroe
- 100) Morristown, TN
- 101) Morrow
- 102) Mount Pleasant, SC
- 103) Naples, FL
- 104) N. Augusta, SC
- 105) N. Charleston, SC
- 106) North Port, FL
- 107) Palmetto, FL
- 108) Peachtree City
- 109) Perry
- 110) Plant City, FL
- 111) Pooler
- 112) Port Wentworth
- 113) Powder Springs
- 114) Prattville
- 115) Richmond Hill
- 116) Riverdale
- 117) Rockhill

118) Rockmart

- 119) Rocky Mount, NC
  - 120) Rome
  - 121) Roswell
  - 122) St. Marys
  - 123) Sandy Springs
  - 124) Savannah
  - 125) Social Circle
  - 126) Stockbridge
  - 127) Suwanee
  - 128) Thunderbolt
  - 129) Tarpon Springs, FL
  - 130) Thomasville
  - 131) Tuscaloosa, AL
  - 132) Union City
  - 133) Valdosta
  - 134) Villa Rica
  - 135) Winter Haven
  - 136) Zebulon, NC
- Boards of Education:**
- 137) Atlanta Public Schools
  - 138) Beaufort County Schools
  - 139) Bibb County Schools
  - 140) Cartersville City Schools
  - 141) Cobb County Schools
  - 142) Fayette County Schools
  - 143) Fulton County Schools
  - 144) Gwinnett County Schools
  - 145) Horry County Schools
  - 146) Lee County School District
  - 147) Marietta City Schools
  - 148) Richland Co. School D1
  - 149) Savannah-Chatham Scs



<b>State Governmental Entities:</b>	157) Clayton County Water Authority	164) Henry County Water Authority	170) Port of Corpus Christi Authority
150) Ga. Environ. Fin. Auth.	158) Cobb County - Marietta Water Authority	165) Lowcountry Regional Transportation Authority	171) Public Building Authority of Knox Co. & Knoxville
151) Ga. Ports Authority	159) Emerald Coast Utilities Authority	166) Macon Water Authority	172) South Florida Transportation Authority
152) Other Governmental Entities:	160) Greenville Tech College	167) Mount Pleasant Waterworks	173) Tampa Bay Water Authority
153) Beaufort Jasper Water & Sewer Authority	161) Greenville Water System	168) N Charleston Sewer District	
154) Cape Fear Public Utility Authority	162) Greenwood Comm of Public Works	169) Onslow Water & Sewer Auth	
155) Central Savannah River Area Regional Comm.	163) Greer Commission of Public Works		
156) Charleston Water System			

**Partner, Supervisory and Staff Qualifications and Experience**

**Proposed Contract Team**

In order to provide the highest quality service in the most cost-efficient manner, Mauldin & Jenkins has formed a client service team which will function as a cohesive unit and would represent a superb assortment of talent and experience for the audit of the Authority. As noted previously, the Firm has over 500 professionals within the Firm and approximately 45 individuals in our Bradenton office location. All of which are available to serve the Authority during the course of this engagement. The proposed audit unit would be assembled as follows:

Team Member Name	Engagement Performance Roll	Years of Experience
Wade Sansbury, CPA	Engagement Lead Partner	28
Adam Fraley, CPA	Engagement Quality Assurance Partner	27
Daniel Anderson, CPA	Engagement Fieldwork Partner	15
Jameson Miller	IT Consultant	14



The above team dedicated to audit the Authority will include (at a minimum): three partners, one manager, two seniors, and at least four staff professionals and will be fully staffed from our Bradenton, Florida office location. The partner in-charge of fieldwork, manager, and staff professionals will be substantially on-site full-time throughout the conduct of their role in the audit. Other governmental audit professionals will be available to assist throughout the fieldwork and the preparation of the financial reports. The engagement lead partner will correspond with Authority management on financial reporting, audit and related issues on an ongoing basis, and this individual will also be dedicated to serve the Authority throughout fieldwork, reporting and conclusion in all respective fiscal years. Mauldin & Jenkins has the depth of resources which allows us to provide you with significant resources of knowledgeable professionals to meet your deadlines.

**Individual Resumes of Key Personnel**

Please see the following pages for resumes on key individuals who are slated to serve and who are available to serve the Authority during the audit process.

**Wade Sansbury, CPA**

Partner  
Bradenton, Florida

941-741-2255  
[wsansbury@micpa.com](mailto:wsansbury@micpa.com)



Wade Sansbury is a partner and a Certified Public Accountant with Mauldin & Jenkins. He is registered and licensed to practice in Florida and Georgia. Wade is a partner who works exclusively in the governmental sector of the Firm’s audit practice. Wade has over 25 years of experience serving governmental clients similar in nature to the Authority. His experience has included serving cities, counties, schools and special districts. His experience also includes serving entities with significant utility operations (including water and sewer, gas, refuse, and electric services). Wade will have the overall engagement responsibility for the Authority engagement including planning, developing the overall audit approach, supervision of staff, and will be a main contact point for the Authority. As the auditor in-charge of the overall audit of the Authority, Wade meets the educational requirements under *Government Auditing Standards* and Florida Statutes. Wade’s Florida license number is AC45811 and is currently active through December 31, 2025.

**Technical Experience**

During his career, Wade has served numerous governmental clients on behalf of the Firm. The following is a partial listing of governmental clients served by Wade in the capacity of engagement partner in-charge or quality assurance review partner:

- |               |                     |                      |
|---------------|---------------------|----------------------|
| <b>Cities</b> | 5) Cooper City      | 10) Fort Myers Beach |
| 1) Apopka     | 6) Covington        | 11) Griffin          |
| 2) Arcadia    | 7) Crystal River    | 12) Haines City      |
| 3) Callaway   | 8) Destin           | 13) Hallandale Beach |
| 4) Clewiston  | 9) Fernandina Beach | 14) Islamorada       |

- 15) Lake Placid
- 16) Longboat Key
- 17) Marco Island
- 18) Milledgeville
- 19) Naples
- 20) North Port
- 21) Palmetto
- 22) Pensacola
- 23) Pinecrest
- 24) Plant City
- 25) Tarpon Springs
- 26) Tequesta
- 27) Union City
- Counties**
- 28) Liberty County

- 29) Henry County
- 30) Rockdale County
- 31) Clayton County
- 32) Bibb County
- 33) Dougherty County
- 34) Monroe County
- 35) Walton County
- 36) Moore County, SC
- 37) Hernando County, FL
- 38) Union County, FL

**Boards of Education**

- 39) Highlands Co. School District
- 40) Forsyth Co. BOE
- 41) Gwinnett Co. BOE
- 42) Henry Co. BOE

**Other Governmental Units**

- 43) Englewood Water District
- 44) Seacoast Utility
- 45) Tampa Bay Water
- 46) Hardee Co. Industrial Development Authority
- 47) Ocean Highway and Port Authority
- 48) South Florida Regional Transportation Authority
- 49) Lakeland Area Mass Transit
- 50) Captiva Erosion Prevention District

**Professional Associations and Education**

- Bachelor of Business Administration in Accounting from Valdosta State University in 1995
- Certified Public Accountant licensed by the States of Florida and Georgia
- Member of the American Institute of Certified Public Accountants (AICPA)
- Member of the Florida Institute of Certified Public Accountants (FICPA)
- Member of the Government Finance Officers Association (GFOA)
- Member of the Florida Government Finance Officers Association (FGFOA)

Wade is currently serving as the Firm’s Bradenton office managing partner and is the Firm’s lead governmental partner in the State of Florida. He is also a past member of the Firm’s seven-member Executive Committee, which governs the actions and directions of the Firm. Wade also currently serves on the Bradenton Area EDC Investor Relations Committee and does volunteer work with the Boy Scouts. Wade is also on the Firm’s Technology Committee which helps to oversee the Firm’s usage of technology and the application of that technology in the audit practices. Note that Wade has many years of experience preparing financial statements in accordance with GASB 34 as well as preparing Annual Comprehensive Financial Reports meeting all of the requirements of the GFOA Certificate of Excellence Program (this includes those clients who have successfully received the certificate on a first-time submission). Wade also has extensive experience with multiple client computer systems and software and is a leader in the Firm for auditing such areas.

**Audit Training**

Wade annually exceeds the professional standards requirements requiring 80 hours of CPE every two-year period and GAGAS standards requiring at least 24 hours of CPE that directly relates to government auditing, the government environment, or the specific or unique environment in which the audited entity operates. He attends annual Firm sponsored governmental accounting and auditing updates, as well as Single Audit updates, the FGFOA conference, AICPA sponsored courses, and various other courses. Wade has additionally volunteered as instructor for various FGFOA Chapter training courses across the state. Listed on the following page are just some of the training courses Wade has attended over the last few years.



- 2023 AICPA Single Audit Quality Update – 2.5 credit hours
- 2023 AICPA Performance Audits Under Yellow Book – 4 credit hours
- 2023 AICPA Audits of State and Local Governments Update – 17 credit hours
- 2023 M&J Governmental Conference – Participant and Instructor – 16 credit hours
- 2023 FICPA Ethics: Protecting the Integrity of Florida CPAs – 4 credit hours
- 2022 FICPA State and Local Government Accounting Conference – 16 credit hours
- 2022 M&J Governmental Conference – Participant and Instructor – 14 credit hours
- 2022 Coronavirus State & Local Fiscal Recovery Fund (Final Rule) – 1.5 credit hours
- 2021 Government Accounting & Auditing Conference – 6.5 credit hours
- 2021 FICPA State and Local Government Conference – 14 credit hours
- 2021 AICPA Understanding the Independence Implications of the New State and Local Government Affiliates Ethics Interpretation – 2 credit hours
- 2021 FICPA Ethics: Protecting the Integrity of Florida CPAs – 4 credit hours
- 2021 M&J Governmental Conference – Participant and Instructor – 13.5 credit hours
- 2021 AICPA Real-World Frauds in Government – 4 credit hours
- 2021 AICPA Major Firms Group Meeting – Participant – 5.5 credit hours
- 2020 Advanced Fraud Techniques – 6 credit hours
- 2020 M&J Governmental Conference – Participant – 6 credit hours
- 2020 AICPA COVID-19 Audit Implications – 2 credit hours
- 2020 National AICPA Governmental Update Conference – Participant – 17 credit hours

**Adam Fraley, CPA**

Partner  
Atlanta, Georgia

770-955-8600  
[afraley@mjcpa.com](mailto:afraley@mjcpa.com)



Adam Fraley is a partner and a Certified Public Accountant with Mauldin & Jenkins specializing in serving local and state governmental entities. He has over 25 years of experience and is responsible for the Firm-wide governmental practice division of Mauldin & Jenkins serving governmental clients throughout the Southeast. Adam is also a member of the Firm’s Executive Committee, which governs the actions and direction of the Firm. Adam would serve the Authority as the quality assurance partner.

Adam currently serves on the Firm’s Assurance (A&A) Committee, leading the establishment of audit policies of the Firm and answering technical questions for the Firm’s governmental partner group as well as other partners. He is also the Firm’s Designated Audit Quality Partner (DAQP) for the AICPA’s Government Audit Quality Center. He has served as Chairman on the Firm’s Partner Advisory Board and Leadership and Career Development Committee, helping provide policy and procedural recommendations to establish and monitor a leadership, educational, and mentoring programs for the development of the Firm’s human resources.

Note that Adam has many years of experience preparing financial statements in accordance with GASB 34 as well as preparing Annual Comprehensive Financial Reports meeting all of the requirements of the GFOA Certificate of Excellence Program (this includes those clients who have successfully received the certificate on a first-time submission).

**Technical Experience**

Adam serves both large and small governmental units and is involved in serving over 80 such governmental entities covering a wide range of cities, counties and special districts. A detailed listing of these clients served is available upon request.

**Professional Associations and Education**

- Bachelor of Business Administration in Accounting from Georgia College & State University in 1997
- Certified Public Accountant licensed by the States of Georgia and Florida
- Member of the American Institute of Certified Public Accountants (AICPA)
- Member of the Government Finance Officers Association (GFOA)

Adam has been a featured speaker at various governmental conferences and workshops, free CPE provided to our clients, and several internal and external conferences. Adam coordinates the annual Mauldin & Jenkins Governmental Industry Training Conference each year, which provides advanced training to experienced governmental auditors of the Firm. In his role as Chairman of the Firm’s Leadership and Career Development Committee (LCDC), he also participates in providing annual instruction at the Mauldin & Jenkins LEAP conference, which introduces younger people to the various practice areas of the Firm, including the governmental practice.

**Audit Training**

Adam annually exceeds the minimum training requirements and standards. He has many years of experience preparing financial statements in accordance with GASB 34 as well as preparing Annual Comprehensive Financial Reports meeting all of the requirements of the GFOA Certificate of Excellence Program. A detail of Adams courses is available upon request.

**Daniel Anderson, CPA**

Partner  
Bradenton, Florida

941-741-2213  
[danderson@mjcpa.com](mailto:danderson@mjcpa.com)



Daniel Anderson is a partner and a Certified Public Accountant with Mauldin & Jenkins. He is registered and licensed to practice in the State of Florida. Daniel works exclusively in the governmental sector of the Firm’s audit practice. Daniel has approximately 15 years of experience serving governmental clients including audit services for cities, counties, school districts, and other entities. Daniel has significant experience with his client’s computer systems. This includes specific experience with remote auditing via web access to client information. Daniel will serve as the Authority’s engagement fieldwork partner assisting in developing the overall audit approach, supervision of staff, and will be a main contact point for the Authority. Daniel’s Florida license number is AC42735 and is currently active through December 31, 2025.

**Technical Experience**

During his career, Daniel has served numerous governmental clients on behalf of the Firm including 13 municipalities. A condensed listing of Florida governmental audit clients served by Daniel is listed on the following page.

**Cities**

- 1) Apopka
- 2) Atlantis
- 3) Clewiston
- 4) Crystal River
- 5) Fernandina Beach
- 6) Hallandale Beach
- 7) Islamorada
- 8) Jupiter Inlet Colony
- 9) Jupiter Island
- 10) Lake Placid
- 11) Longboat Key

- 12) Marco Island
- 13) Naples
- 14) Palmetto
- 15) Plant City
- 16) Tarpon Springs
- 17) Tequesta
- 18) Wildwood
- 19) Winter Haven
- Other Governmental Units**
- 20) Tampa Bay Water
- 21) Hardee Co. Industrial Development Authority

- 22) South Florida Regional Transportation Authority
- 23) Lakeland Area Mass Transit
- 24) Captiva Erosion Prevention District
- 25) Citrus Co. Mosquito Control
- 26) Englewood Water District
- 27) Seacoast Utility Authority

**Professional Associations and Education**

- Bachelor of Science in Accounting from Florida State University in 2008
- Certified Public Accountant licensed by the State of Florida
- Member of the American Institute of Certified Public Accountants (AICPA)
- Member of the Florida Institute of Certified Public Accountants (FICPA)
- Member of the FICPA State & Local Government Committee
- Member of the Florida Government Finance Officers Association (FGFOA)

Note that Daniel has many years of experience preparing financial statements in accordance with GASB 34 as well as preparing Annual Comprehensive Financial Reports meeting all of the requirements of the GFOA Certificate of Excellence Program (this includes those clients who have successfully received the certificate on a first-time submission).

**Audit Training**

Daniel annually exceeds the professional standards requirements requiring 80 hours of CPE every two-year period and GAGAS standards requiring at least 24 hours of CPE that directly relates to government auditing, the government environment, or the specific or unique environment in which the audited entity operates. He attends annual Firm sponsored governmental accounting and auditing updates, as well as Single Audit updates, the FGFOA conference, AICPA sponsored courses, and various other courses. Additionally, Daniel has served as an instructor at Firm sponsored CPE events, as well as FGFOA events at the state and local level. Daniel is a graduate of the FICPA Emerging Leaders Program (2017) as well the Leadership Manatee Program (2018). Listed below are just some of the training courses Daniel has attended over the last few years:

- 2023 M&J Governmental Conference – Participant and Instructor – 16 credit hours
- 2023 FICPA Ethics: Protecting the Integrity of Florida CPAs – 4 credit hours
- 2023 M&J Single Audit Training – Instructor – 16 credit hours
- 2023 Octane Conference – Instructor – 2 credit hours
- 2023 FGFOA Gulf Coast Chapter – Instructor – GASB 96 – 2 Credit Hours
- 2022 M&J Governmental Conference – Participant and Instructor – 14 credit hours
- 2022 Octane Conference – Instructor – 2 credit hours
- 2022 FICPA Nonprofit Conference – Single Audit Update – Instructor – 1 credit hour

- 2021 FGFOA Webinar – Coronavirus State & Local Fiscal Recovery Funds – Instructor – 2 credit hours
- 2021 FGFOA School of Governmental Finance – Instructor – 2 credit hours
- 2021 FICPA State and Local Government Conference – 14 credit hours
- 2021 FICPA Ethics: Protecting the Integrity of Florida CPAs – 4 credit hours
- 2021 M&J Governmental Conference – Participant and Instructor – 13.5 credit hours
- 2021 FGFOA Conference – 8 credit hours
- 2020 M&J Governmental Conference – 12 credit hours
- 2020 AICPA National Governmental Conference – 12 credit hours
- 2020 FGFOA Webinar Instructor – GASB 84 Fiduciary Activity Implementation

**Garrett Marlowe, CPA**

Manager  
Bradenton, Florida

941-741-2201  
[gmarlowe@mjcpa.com](mailto:gmarlowe@mjcpa.com)



Garrett is a manager and a Certified Public Accountant (2020) with Mauldin & Jenkins specializing in serving local and state governmental entities. He is registered and licensed to practice in the State of Florida. Garrett has five years of experience, all with Mauldin & Jenkins. His experience with the Firm covers a variety of state and local governmental organizations in Florida. He spends **100% of his time serving local governments** emphasizing cities and special districts. Garrett will be the senior for the Authority audit responsible for the day to day audit procedures on-site with the Authority. Garrett’s Florida license number is AC55019 and is currently active through December 31, 2024.

**Technical Experience**

Garret has experience assisting in the preparation of governmental financial statements as well as preparing Annual Comprehensive Financial Reports meeting all of the requirements of the GFOA Certificate of Excellence Program. During his career, Garrett has served numerous governmental clients on behalf of the Firm. A condensed listing of governmental audit clients served by Garrett is listed below:

**Cities**

- 1) Apopka
- 2) Clewiston
- 3) Crystal River
- 4) Fort Myers Beach
- 5) Hallandale Beach
- 6) Islamorada
- 7) LaBelle

- 8) Lake Placid
- 9) Longboat Key
- 10) Plant City
- 11) Tarpon Springs
- 12) Wildwood

**Other Governmental Units**

- 13) Tampa Bay Water

**Professional Associations and Education**

- Bachelor of Science in Accounting from the University of Central Florida in 2016
- Masters of Science in Accounting from the University of Central Florida in 2017
- Certified Public Accountant licensed by the State of Florida
- Member of the American Institute of Certified Public Accountants (AICPA)
- Member of the Florida Institute of Certified Public Accountants (FICPA)

**Audit Training**

- 2023 M&J Governmental Conference
- 2022 M&J Governmental Conference
- 2022 Ethics and Professional Conduct for CPAs in Florida
- 2022 Thomson Reuters Audit Watch University Level 5
- 2022 M&J GASB Update
- 2021 M&J Governmental Conference
- 2021 M&J Single Audit and ACFR Training
- 2021 Thomson Reuters Audit Watch University Level 4
- 2020 M&J Governmental Conference
- 2020 Thomson Reuters Audit Watch University Level 3

**Jacob Kinsel, CPA**

Manager  
Bradenton, Florida

941-741-2207  
[jkinsel@mjcpa.com](mailto:jkinsel@mjcpa.com)



Jacob Kinsel is a manager with Mauldin & Jenkins. Jacob works primarily in the governmental sector of the Firm’s audit practice. Jacob has approximately five years of experience serving governmental clients including municipalities, special districts and pension plans. His experience covers governmental accounting and auditing and has provided audit services to numerous governmental and not-for-profit organizations. Jacob will be available to work as an additional senior for the Authority audit responsible for the day to day audit procedures on-site with the Authority. Jacob’s Florida license number is AC57710 and is currently active through December 31, 2024. Jacob has experience assisting in the preparation of governmental financial statements as well as preparing Annual Comprehensive Financial Reports meeting all of the requirements of the GFOA Certificate of Excellence Program.

**Technical Experience**

During his career, Jacob has served numerous governmental clients on behalf of the Firm. A condensed listing of governmental audit clients served by Jacob is listed below:

**Cities**

1. Apopka
2. Hallandale Beach
3. Marco Island
4. North Port
5. Plant City

6. Islamorada

**Other Governmental Units**

7. Hardee Co. Industrial Development Authority
8. Lakeland Area Mass Transit District
9. North Port Firefighters’ Pension Plan



- 10. North Port Police Officers’ Pension Plan
- 11. South Florida Regional Transportation Authority

- 12. Trailer Estates Parks & Recreation District
- 13. Bayshore Gardens Parks & Recreation District

**Professional Associations and Education**

- Bachelor of Science in Accounting from University of Central Florida in 2018
- Member of the Florida Institute of Certified Public Accountants (FICPA)

**Audit Training**

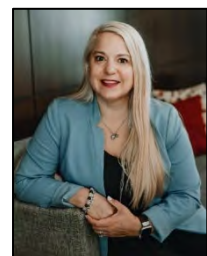
Jacob annually exceeds the professional standards requirements requiring 80 hours of CPE every two-year period and GAGAS standards requiring at least 24 hours of CPE that directly relates to government auditing, the government environment, or the specific or unique environment in which the audited entity operates. He attends annual Firm sponsored governmental accounting and auditing updates, as well as Single Audit updates, and various other courses. Additionally, Jacob has served as an instructor and participant at Firm sponsored CPE events. Listed below are just some of the training courses Jacob has attended over the last few years:

- 2023 M&J Governmental Conference –16 credit hours
- 2023 AICPA Not-For-Profit Certificate I – 40 credit hours
- 2023 CapinCrouse National Church Virtual Seminar – Participant – 6 credit hours
- 2023 M&J Private Client Services Conference – Participant – 16.5 credit hours
- 2023 CapinCrouse National Nonprofit Virtual Seminar – Participant – 3 credit hours
- 2022 M&J Governmental Conference – Participant – 13 credit hours
- 2021 M&J Governmental Conference – Participant – 11 credit hours
- 2021 M&J Governmental In-Charge Training – Participant – 4 credit hours
- 2021 M&J LEAP Conference – Instructor – 4 Credit Hours
- 2021 Thomson Reuters Experienced In-Charge Training – Participant – 24 credit hours
- 2020 M&J Governmental In-Charge Training – Participant – 4 credit hours
- 2020 M&J LEAP Conference – Instructor – 4 Credit Hours
- 2020 Thomson Reuters In-Charge Training – Participant – 24 credit hours

**Alison N. Wester, CPA, CGMA**

Partner  
Bradenton, Florida

941-714-7963  
[awester@mjcpa.com](mailto:awester@mjcpa.com)



Alison Wester is a partner and a Certified Public Accountant (2000) with Mauldin & Jenkins. She is registered and licensed to practice in Florida and Georgia and has been with the Firm since graduation from college. Alison is a partner who works with governmental entities as well as other entities within the Firm’s audit practice. Alison has over 25 years of experience serving Firm attestation clients. This experience has included serving cities, special districts, and pension plans. Alison would be available to serve as a supporting resource partner to the Authority. Alison’s Florida license number is AC43452 and is currently active through December 31, 2025.

**Technical Experience**

During her career, Alison has served numerous governmental clients on behalf of the Firm including 10 municipalities, 10 special districts/authorities, and 7 pension plans. A detailed listing of these clients served is available upon request.

**Professional Associations and Education**

- Bachelor of Business Administration in Accounting from the University of Georgia in 1996
- Certified Public Accountant licensed by the States of Florida and Georgia
- Member of the American Institute of Certified Public Accountants (AICPA)
- Member of the Florida Institute of Certified Public Accountants (FICPA)
- Member of the Florida Government Finance Officers Association (FGFOA)

Alison has served on the Firm's Partner Advisory Board and is a current member of the Firm's Leadership and Career Development Committee. She served on the AICPA's Examination Content Subcommittee for the Financial Accounting and Reporting section of the CPA Examination. She is a current member of the AICPA's Women's Initiatives Executive Committee Task Force. Additionally, Alison is also an executive board member and treasurer for the St. Stephens Episcopal School Parents' Association in Bradenton, as well as a board member and secretary for the Excelsior Education and Training Foundation, also in Bradenton.

**Audit Training**

Alison annually exceeds the minimum training requirements and standards. She has many years of experience preparing financial statements in accordance with GASB 34 as well as preparing Annual Comprehensive Financial Reports meeting all of the requirements of the GFOA Certificate of Excellence Program. Listed below are just some of the training courses Alison has attended over the last few years:

- 2023 M&J Governmental Conference – 16 credit hours
- 2022 M&J Governmental Conference – Participant and Presenter – 14 credit hours
- 2021 M&J Governmental Conference – Participant – 6.5 credit hours
- 2020 M&J Governmental Conference – Participant – 6 credit hours
- 2020 Remote Audit Best Practices – Participant – 1 hour
- 2020 Internal Control and Fraud in Governmental and Nonprofits – Participant – 11 hours
- 2019 M&J Governmental Training – Participant – 16 credit hours
- 2019 M&J Governmental Conference – Participant
- 2019 FICPA Ethics: Protecting the Integrity of Florida CPAs – 4 credit hours

**Trey Scott, CPA**

Partner

[tscott@micpa.com](mailto:tscott@micpa.com)



Trey Scott is a partner and a Certified Public Accountant (2010) with Mauldin & Jenkins specializing in serving local and state governmental entities. He is registered and licensed to practice in the States of Florida and Georgia. Trey has approximately 16 years of experience, all with Mauldin & Jenkins. His experience with the Firm covers a variety of state and local governmental organizations in Florida, Georgia, and South Carolina. He spends **100% of his time serving local governments** emphasizing cities, counties and special purpose entities and authorities. Trey will be an additional resource in developing the overall audit approach and supervision of staff. Trey has significant experience with various client EDP systems. Trey's Florida license number is AC50327 and is currently active through December 31, 2025.

**Technical Experience**

During his career, Trey has served numerous governmental clients on behalf of the Firm. This includes **12 municipalities**, 7 counties, 4 state entities, and 11 special purpose entities. Included in the municipalities served by Trey in the past as engagement director (senior manager) are the City of Pensacola, the City of Cooper City, the City of Hallandale Beach, the City of Augusta, and the City of Charleston.

Additionally, Trey has significant experience with **federal and state grant programs**. He is one of the main review persons for the Bradenton office for Single Audit procedures. He attends significant Single Audit training each year and is responsible for teaching at Mauldin & Jenkins in-house staff training annually as well as various FGFOA events.

**Professional Associations and Education**

- Bachelor of Arts Majoring in Business Administration from Austin College
- Master of Public Accountancy from the University of West Georgia
- Certified Public Accountant licensed by the State of Florida
- Member of the American Institute of Certified Public Accountants (AICPA)
- Member of the Florida Institute of Certified Public Accountants (FICPA)
- Member of the Florida Government Finance Officers Association (FGFOA)

**Audit Training**

- 2023 M&J Governmental Conference – Participant and Instructor – 16 credit hours
- 2022 M&J Governmental Conference – Participant and Presenter – 14 credit hours
- 2021 M&J Governmental Conference – Instructor and Participant
- 2021 FGFOA School of Governmental Finance – Presenting your Financial Report Card to Non-financial People – Instructor
- 2021 GFOASC – Governmental Financial Report Card – Instructor
- 2021 Georgia Fiscal Management Council Conference – GASB Update – Instructor
- 2021 South Carolina Association of Public Accountants – Evaluating Gov Financial Stmts – Instructor
- 2021 M&J Governmental In-charge Training – Various – Instructor



### Partner and Staff Continuity

We are committed to providing continuity of our engagement team members. We recognize that this is also an important factor for the Authority as it limits the amount of retraining that needs to be performed each year. **Our staff retention rates of approximately 87%** are considered to be among the best in the profession (and much better than national firms). We are able to not only provide consistency with the partners and managers on our engagement teams, but seniors and staff as well.

It is also our goal to minimize disruptions to your management personnel by staffing the engagement so as to provide continuity, both during and between audits. It is the Firm’s policy not to rotate key audit staff, consultants or specialists off a multi-year contracted audit engagement. Consequently, it is not anticipated that any key audit personnel will be rotated away from this annual audit. In any business, however, turnover is inevitable. When this happens, we will provide resumes of suggested replacements and any changes in key personnel would always be discussed timely with officials to their satisfaction.

### Similar Engagements with Other Government Entities

The following is a list of governmental audits performed in the past five years by the Bradenton office included within this proposal as references. Feel free to give any of these clients, or any others listed within this proposal, a call. The information below is intended to demonstrate that we understand the nature of the operations similar in size to the Authority and have relevant, current experience serving Florida governments in your area. Mauldin & Jenkins has substantial expertise gained from auditing other governments in the Southeast which also have significant governmental operations and other large utility enterprise operations. This concept touches on one of the more unique qualities Mauldin & Jenkins brings to you, a Firm with vast resources of experienced people normally associated with larger national firms, but sensitivity to client service similar to that provided by many smaller firms. **We believe the Authority and Mauldin & Jenkins to be a good match.**

#### 1) Tampa Bay Water

<b>General Information</b>	Regional water system serving approximately 3 million customers in the Tampa Bay area. The Agency reports approximately \$1.7 billion in assets and annual revenues in excess of \$200 million.
<b>Scope and Type of Engagement</b>	Financial audits and compliance audits annually performed. Maintenance of the Certificate of Achievement awarded by GFOA. All deadlines have been met for the duration of our time serving the agency.
<b>Dates</b>	September 30, 2017 through present
<b>Partners</b>	Wade Sansbury (Lead) and Daniel Anderson
<b>Total Hours</b>	700 hours annually
<b>Contact Information</b>	Mr. Sandro Svrclin – (727) 791-2306 – <a href="mailto:ssvrclin@tampabaywater.org">ssvrclin@tampabaywater.org</a> 2575 Enterprise Road, Clearwater, FL 33763

## 2) Emerald Coast Utilities Authority

<b>General Information</b>	Governmental utility in north west Florida which operates and maintains the water and wastewater systems in Escambia County. The Authority currently serves over 102,000 customers providing water, sewer and sanitation service. The Authority has assets of approximately \$1.04 billion and annual revenues of approximately \$173 million.
<b>Scope and Type of Engagement</b>	Financial audits and compliance audits in accordance with the Uniform Guidance and the Florida State Single Audit requirements. Authority prepares an Annual Comprehensive Financial Report and maintains the GFOA Certificate.
<b>Dates</b>	September 30, 2018 through present
<b>Partner</b>	Wade Sansbury
<b>Total Hours</b>	450 hours
<b>Contact Information</b>	Justin Smith, Finance Director – (850) 969-3392 <a href="mailto:Justin.smith@euca.fl.gov">Justin.smith@euca.fl.gov</a> 9255 Sturdevant Street, Pensacola, FL 32522

## 3) City of North Port, Florida

<b>General Information</b>	City government with a population of approximately 60,000. The City has assets of approximately \$507 million and annual revenues of approximately \$95 million. The City provides numerous services including: water and sewer, solid waste, and other customary services. The City uses Central Square/Superior module GMBA for its accounting needs.
<b>Scope and Type of Engagement</b>	Financial audits and compliance audits in accordance with OMB Circular A-133. Preparation of the Annual Comprehensive Financial Report and Certificate of Achievement awarded by GFOA.
<b>Dates</b>	September 30, 2013 through present
<b>Partner/Manager</b>	Wade Sansbury (Lead)/Jacob Kinsel
<b>Total Hours</b>	450 hours
<b>Contact Information</b>	Mr. Scott Skipper, Accounting Manager – (941) 429-7108 – Fax (941) 429-7209 <a href="mailto:sskipper@cityofnorthport.com">sskipper@cityofnorthport.com</a> 4970 City Hall Blvd., North Port, FL 34289

## 4) Seacoast Utility Authority

<b>General Information</b>	A regional water and wastewater utility serving approximately 55,000 customers in and around Palm Beach County. The Authority has assets of approximately \$405 million and annual revenues of approximately \$70 million.
<b>Scope and Type of Engagement</b>	Financial audits and compliance audits in accordance with the Uniform Guidance and the Florida State Single Audit requirements. Authority prepares an Annual Comprehensive Financial Report and maintains the GFOA Certificate.
<b>Dates</b>	September 30, 2020 through present
<b>Partners</b>	Wade Sansbury and Daniel Anderson
<b>Total Hours</b>	350 hours
<b>Contact Information</b>	Daniela Russell, Finance Director – (561) 656-2204 <a href="mailto:drussell@sua.com">drussell@sua.com</a> 4200 Hood Road, Palm Beach Gardens, FL 33410

### 5) Englewood Water District

<b>General Information</b>	Special District providing water services across approximately 44 square miles in southern Sarasota County. The District has assets of approximately \$124 million and annual revenues of approximately \$20 million.
<b>Scope and Type of Engagement</b>	Financial audits and compliance audits in accordance with the Uniform Guidance and the Florida State Single Audit requirements.
<b>Dates</b>	September 30, 2019 through September 30, 2018
<b>Partners</b>	Wade Sansbury and Daniel Anderson (Lead)
<b>Total Hours</b>	250 hours
<b>Contact Information</b>	Lisa Hawkins, Finance Director – (941) 474-3217 <a href="mailto:lhawkins@englewoodwater.com">lhawkins@englewoodwater.com</a> 201 Selma Ave, Englewood, FL 34223

### Specific Audit Approach

#### Audit Methodology

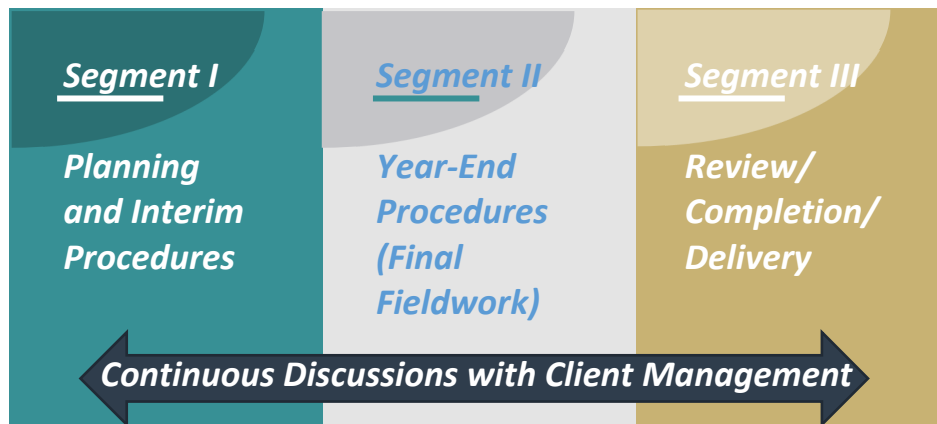
Our audit of the financial statements will be conducted in accordance with auditing standards generally accepted in the United States of America and will conform to the standards as set forth in the following:

- “Generally Accepted Auditing Standards” developed by the American Institute of Certified Public Accountants (AICPA).
- *Government Auditing Standards* issued by the Comptroller General of the United States (also referred to as “Yellow Book”).
- Audits of State and Local Governmental Units issued by the American Institute of Certified Public Accountants.
- Single Audit Acts Federal and State of Florida.
- The Uniform Guidance, OMB Circular A-133 and other applicable OMB Circulars.
- Sections 11.45 and 218.39 of the Florida Statutes.
- Regulations of the State of Florida Department of Financial Services.
- Rules of the Auditor General and other Florida agencies as relevant.

**Tailored Approach** – For each engagement we begin with a detailed audit plan based on our detailed understanding of the Authority’s policies, procedures, and risk areas. We obtain this understanding through the performance of walkthroughs and internal control documentation questionnaires. We then develop audit procedures based on our engagement specific risk assessment. We use Firm manuals specifically designed for governments to develop audit programs tailored to the Authority which incorporate the requirements set forth above. We anticipate that these procedures will enable us to express our professional opinion that the financial statements of the Authority present fairly, in all material respects, the financial position and results of operations of the various opinion units in conformity with accounting principles generally accepted in the United States of America.

**Proposed Segmentation of the Engagement**

Our professionals, who are knowledgeable with respect to audit requirements for governmental entities, will be assigned based on their expertise with respect to each segment. Our audit procedures, related documentation and quality review will be segregated by each segment as follows based on our review of the Authority’s prior financial statements, budgets, request for proposal, past experience, and other information available. These procedures will be applied for the annual financial statement audits.



**Segment I: Planning and Interim Procedures**



This segment includes:

- Obtaining a signed engagement letter for the financial and compliance audit;
- Meeting with Authority management to discuss the scope of the audit, timing of our work, and preparation of client schedules, and to address any concerns;
- Reviewing previously issued and interim financial reports, comment letters, monitoring reports, and other supporting workpapers;
- Reading minutes of Authority meetings;
- Reviewing the Authority’s current year budget, as adopted and revised;
- Reviewing new debt agreements, and other various documentation;
- Updating our understanding of the Authority’s accounting policies and procedures, including the financial and other management information systems utilized by the Authority;
- Updating our already in-depth knowledge of the Authority’s EDP equipment, software and systems in use;
- Performing analytical reviews to determine critical areas and assess risks;
- Performing a preliminary evaluation of the internal control structure at the account and assertion level;
- Designing and performing applicable tests of controls related to the financial statements and internal accounts;
- Making fraud inquiries and assessing the risks of material misstatement;
- Obtaining a list of cash, investment, debt, and selected revenue accounts for confirmation purposes, as applicable;

- Determining audit strategies for balance sheet and operating statement accounts based on audit risk;
- Obtaining a preliminary Schedule of Expenditures of Federal Awards to initiate planning and internal control testing for the Single Audit;
- Preparing year-end audit programs;
- Meeting with appropriate Authority personnel to discuss the results of our preliminary audit work.

### **Segment II: Final Audit Fieldwork Procedures**

This segment includes:

- Conducting an analytical review of account balances based on closing balances;
- Testing the valuation, restrictions and cut-offs of cash and investment balances, as applicable;
- Testing receivable cut-offs and balances, including an analysis of subsequent receipts;
- Testing cut-off and valuation of inventory;
- Reviewing and testing supporting documentation for the allowance for doubtful accounts, prepaid items and other assets;
- Vouching capital asset additions and deletions, analyzing charges for appropriate accounting and testing depreciation;
- Testing accounts payable cut-offs and balances, including an analysis of subsequent disbursements;
- Testing accrued payroll, compensated absences, OPEB payable, and other accrued liability cut-offs and balances;
- Testing debt balances and debt covenant compliance;
- Testing compliance with applicable laws and regulations;
- Testing the classification of net position (unrestricted, restricted and net investment in capital assets);
- Performing analytical procedures and substantive testing of revenues and expenditures/expenses;
- Obtaining and auditing the final Schedule of Expenditures of Federal Awards;
- Completing compliance tests for the major programs selected for testing as required by the Federal Single Audit Act, as applicable;
- End of fieldwork exit conference.

### **Segment III: Review, Completion and Delivery Procedures**

This segment includes:

- Reviewing workpapers to ensure quality and thoroughness of audit procedures;
- Summarizing the results of audit procedures;
- Obtaining attorney letters;
- Evaluating commitments, contingencies and subsequent events;
- Proposing audit adjustments;
- Summarizing and evaluating passed audit adjustments;
- Evaluating compliance exceptions;

- Reviewing draft financial statements and related note disclosures;
- Performing financial condition assessment procedures;
- Preparing drafts of audit reports and management letter;
- Delivering drafts of audit reports and letters to appropriate client officials;
- Finalizing all reports and management letter;
- Obtaining signed representation letter and the Authority’s approval of the final financial statements;
- Drafting the Data Collection Form and obtaining the Authority’s approval;
- Preparing and providing the Authority a PDF document and “camera ready” copy of the audited financial statements;
- Final exit conferences and presentations with appropriate Authority officials.

Following the completion of the audit, we will provide written draft reports to management for review and approval including the following:

- An independent auditor’s report on the fair presentation of the Authority’s basic financial statements in conformity with generally accepted accounting principles, including an opinion on the fair presentation of the supplementary information and the Schedule of Expenditures of Federal and State Awards “in relation to” the audited financial statements.
- An 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*, which will include any reportable conditions.
- An independent auditor’s report on compliance for each major program and on internal control over compliance required by OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Chapter 10.550, Rules of the Auditor General, of the State of Florida. These reports will include any reportable conditions or instances of noncompliance.
- A management letter that outlines any constructive suggestions for improvement to management.
- Any comments required by the Rules of the Auditor General, Chapter 10.554(1)(i).
- Acknowledgement and communication surrounding Statement of Auditing Standards (SAS) No. 114, *The Auditor’s Communication with Those Charged with Governance*. We will provide, as required, communications to management on each of the following:
  - Our responsibility, as your auditors, under auditing standards generally accepted in the United States of America.
  - Accounting policies.
  - Management’s judgments and accounting estimates.
  - Financial statement disclosures.
  - Related accounting matters.
  - Significant difficulties encountered in performing the audit.
  - Audit adjustments.
  - Disagreements with management.

- Representations from management.
- Management consultation with other accountants.
- Significant issues discussed with management.
- Other information in documents containing audited financial statements.
- Independence.

**Level of Staff and Number of Hours to be Assigned**

Based on the Authority’s request for proposal, we have also prepared a schedule of events, including level of staff and number of hours to be assigned to each proposed segment of the engagement, which is representative of the expected 2023 audit in the following tabular presentations:

Segmented Hours by Staff Level				
Segments	Engagement Team Members by Level			
	Partners	Managers	Staff	Total
Segment I - Planning and Interim Procedures	10	10	20	40
Segment II - Final Audit Fieldwork Procedures	15	80	150	245
Segment III - Review, Completion & Delivery Procedures	15	20	30	65
<b>Total Engagement</b>	<b>40</b>	<b>110</b>	<b>200</b>	<b>350</b>

**Sampling Techniques and the Extent to Which Statistical Sampling Will be Used in the Engagement**

Our approach is evolving to utilize artificial intelligence tools to scan entire populations and is fast eliminating the need for sampling. In some situations, sampling will still be necessary or required. When we utilize audit sampling, we do so as provided in U.S. Auditing Standards AU-C Section 530, *Audit Sampling*. We would plan to utilize audit sampling whenever a decision is made to apply a specific audit procedure to a representative sample of items within the account balance or class of transactions with the objective being reaching a conclusion about the entire balance or class.

We anticipate using audit sampling on the following types of audit tests:

- Substantive tests of details of balance sheet account balances;
- Substantive tests of details of transactions;
- Tests of controls;
- Tests of compliance with laws and regulations.

Our use of audit sampling will be based on the guidance in AU-C Section 530 and the AICPA Audit and Accounting Guide - Audit Sampling.



### Experience with EDP Systems and Extent of the Use of Audit Software in the Engagement

Mauldin & Jenkins utilizes a 100% paperless audit approach to the performance of all of our audits via the utilization of ProSystems Engagement. This software has been used by our Firm for many years and allows us to streamline the overall audit process. Additionally, standard Microsoft applications are utilized in conjunction with ProSystems; these include Word and Excel. All of our audit team members are equipped with laptop computers and are extensively trained in the use of our computer applications.

Our Bradenton office team members have extensive experience with clients utilizing various accounting softwares. We have a thorough understanding of these systems and use of the account inquiry, utility billing, cash management, and various other functions and modules within these different governmental softwares. We are very proficient in its use and functions and thus typically have the ability to work on our own running reports, obtaining audit documentation, etc. during the audit process. If given the access by our clients, we are able to also perform typical testing through client systems remotely from remote locations, such as our office or elsewhere. We believe that this is an efficient way to utilize the Authority's resources while also not burdening Authority staff with requests for information as we have knowledgeable professionals who can easily access the information through the Authority's software.

The Management Advisory Services (MAS) department of Mauldin & Jenkins includes certain individuals who have had substantial training in the accounting, auditing, and use of Electronic Data Processing (EDP) Systems. To compliment these highly trained individuals, all members of the audit staff have also had significant training in computer auditing techniques. Mauldin & Jenkins uses a very detailed and structured approach in using computer auditing techniques, which has been extremely successful for us in our past engagements.

At the start of the engagement during our planning phase, we will assess the computer systems used by the Authority, and plan the specific computer aided auditing techniques to be used. This will decrease time spent in initial file setup, trial balance setup, and data integrity testing. This approach will allow for more effective audits resulting in a fast sort, filter and analysis of multiple transactions in a population, and provide for drilling down on those items that have the highest risk. Examples of uses of extraction and data analysis in our audit approach are listed below:

- 1) Summarizing disbursements for a period by dollar range and compare to policy guidelines for complying with certain attributes (approvals and signature requirements, etc.);
- 2) Searching check register listings for unrecorded items or checks written during the fiscal year;
- 3) Converting bank or investment activity statements to Excel to provide for a quick listing of deposits for an entire period/year;
- 4) Converting vendor file information to Excel and comparing employee files with addresses for any similar or unusual items related to vendor files;
- 5) Analyzing general ledger detail transactions and journal entries for effective and efficient testing of all activity for the fiscal year as compared to the prior year;
- 6) Downloading trial balances, detail journals, and selected transaction files into our software through IDEA.

The trial balance downloaded will then be used to agree to the ultimate draft of the Authority’s financial statements ensuring that all adjustments and balances are brought forward into the financial statements and providing a clean audit trail for review and support of the Authority’s financial statements. Should the Authority desire a need for our computer aided techniques for non-audit purposes, we would be happy to assist management with our expertise in data extraction and analysis.

**Artificial Intelligence (AI)**

Mauldin & Jenkins is excited to be one the first accounting firms in the Southeast to utilize an artificial intelligence tool as part of our audit process – the AI Auditor. The AI Auditor allows for us to scan 100% of your transactions and provide new risk based insights during the audit (such as anomalous transaction patterns found). These risk based insights can be opportunities to correct mistakes or point to areas where there may be malicious activity. As part of our audit methodology, AI systems are becoming what sampling used to be. Sampling was a coping mechanism for big data; the new coping mechanism for big data is Artificial Intelligence (AI). As the amount of data in all audits increase, tools like these are more and more necessary to ensure we can provide you the highest quality audits and advice.

**Workflow Software and Ability to Work in Remote Environment**

In addition to the usage of technology above, our Firm uses the workflow management tool called Suralink. This platform combines a dynamic and digital client assistance list, assignment workflow, and secure file hosting to deliver a more efficient and organized engagement for our clients and audit team. For the first time, everyone involved in the engagement will have a real time view of the document collection process.

Suralink features include:

The infographic is divided into two main sections. The left section lists six features in a grid-like layout, each with a title, a brief description, and a representative icon. The right section is a larger blue box titled 'Security' with a padlock icon and a detailed description of the platform's security measures.

- Dynamic Request List:** The dynamic request list is integrated with a secure file hosting system for seamless document-request coordination. (Icon: Lightbulb)
- Approval Workflow:** Quickly and easily manage the lifecycle of each request. Easily track what's been done and what is still outstanding. (Icon: Document with checkmark)
- Dashboard:** Get a bird's eye view of the document gathering process in real time and easily assess the progress of your engagement. (Icon: Computer monitor)
- Easy Communication:** System increase the effectiveness of our communication with you with the ability to add comments specific to each request. (Icon: Envelope)
- Timeline & Notifications:** Receive instant notification of any new activity performed and what happened while you were away. (Icon: Calendar with '25')
- Export:** You can always print or export your list for any reason. You can mark items off and always know where your project stands. (Icon: Document with arrows)
- Security:** Suralink boasts state of the art encryption, daily backups, and takes advantage of the latest security standards. (Icon: Padlock)

In addition to the above accumulation of information electronically via the use of Suralink, Mauldin & Jenkins is very effective in working from a remote environment if requested or necessary. In prior audits, our governmental clients have allowed us read-only access to their systems and we are able to run reports, view purchase orders, invoices, reconciliations, etc. with this access. Our staff are very accustomed to working in this manner to reduce the overall disruption the annual audit otherwise could create for our clients. This has become even more important during the pandemic situation to continue to be able to serve our clients while not being able to physically be with our clients.

#### Type and Extent of Analytical Procedures to be Used in the Engagement

Analytical procedures can be applied to almost every financial statement balance in accordance with U.S. Generally Accepted Auditing Standards. It is, therefore, an efficient audit strategy to employ analytical procedures to the maximum extent possible. Analytical procedures may augment substantive tests of details depending on our overall risk assessment of Authority accounts.

The elements of analytical procedures we plan to consider are as follows:

1. Identify the factors on which a given accounting result should depend;
2. Determine the approximate relationship between the accounting result and those underlying factors;
3. Predict what the current results should be if that relationship continued;
4. Compare the actual current result to the prediction;
5. Investigate and corroborate significant variances between the actual result and the prediction;
6. Reach a conclusion as to the reasonableness of the reported result.

Types of analytical procedures employed will include:

- Reviewing changes from prior years for reasonableness;
- Reviewing accounts for items larger or smaller than expected when compared to budgets or forecasts;
- Reviewing and comparing logical relationships between years (e.g., payroll taxes and benefits to wages, etc.). Comparisons between years can be made more effective when logical relationships between elements of the financial statements that would be expected to conform to the predictable pattern are used to develop trends. This is primarily accomplished through the use of ratios;
- Analyzing and comparing nonfinancial information, such as number of taxable properties, geographical area, number of employees, etc.

All analytical procedures performed as substantive tests are documented on each applicable audit program.

### Approach to be taken to Gain and Document an Understanding of the Authority's Internal Control Structure

For purposes of an audit of the financial statements and statutory, regulatory and contractual compliance, the Authority's control structure consists of the following five elements as they relate to the Authority's ability to conduct operations and use resources in accordance with management's authorization and consistent with laws, regulations, contracts and policies, and to record, process, summarize, and report financial data consistent with assertions embodied in the financial statements: (1) the control environment; (2) risk assessment; (3) control activities; (4) information and communication processes/systems; and (5) monitoring. The internal control structure and its policies and procedures are an important source of information about the types and risks of potential material misstatements that could occur in the financial statements and violations of statutory, regulatory and contractual requirements. This information is essential for effective audit planning and in designing effective and efficient audit tests.

In our understanding of the Authority's internal control structure, we will obtain knowledge about:

- How internal control structure policies, procedures and records are designed;
- Whether internal control structure policies, procedures and records have been placed in operation, i.e., whether the Authority is using them;
- Whether internal control structure policies, procedures and records are designed effectively, i.e., whether they are likely to prevent or detect material misstatements or compliance violations on a timely basis;
- Whether internal control structure policies, procedures and records are operating effectively.

Auditing standards generally accepted in the United States of America require the auditor to document our understandings of the internal control structure elements. The form and extent of documentation is flexible. Generally, the more complex an entity's internal control structure and the more extensive the procedures performed to obtain the understanding, the more extensive our documentation should be. In addition to memos, we plan to use specific designed forms and questionnaires to document our understanding of the internal control structure. Recent changes in auditing standards, known as the risk assessment standards, denote that the auditor is not required to test internal control so as to rely on them to reduce other test work, but do not allow for only inquiry procedures related to internal control. We are required, and will perform, other procedures, such as walkthroughs and observation, related to controls over significant financial statement and audit assertions.

## Schedule of Fees

As requested, we have listed an all-inclusive maximum fee for the audit engagement for the fiscal years 2024 through 2030 in the attached Appendix C. This cost proposal contains all pricing information relative to the performance of the audits.

### *Important Notes to be Considered Regarding our Fee Proposal:*

**Note (1) – Unlimited Correspondence:** It is Mauldin & Jenkins’ policy to not charge for routine conversations that occur between the Authority and Mauldin & Jenkins. We encourage communication throughout the year. If significant research is involved, we will discuss with you any potential fees prior to beginning.

**Note (2) – Free Periodic Continuing Education:** As noted in our proposal, we provide free continuing education classes to our clients. This could amount to approximately \$2,000 of annual savings for the Authority’s estimated finance department per person.

**Note (3) – Additional Services:** If it should become necessary for the Authority to request Mauldin & Jenkins to provide any additional services (such as bond assurances, etc.), then such additional work shall be performed only if set forth in an addendum to the contract between the Authority and Mauldin & Jenkins. The rates noted on Appendix C will be utilized for any additional work required over the contract period.

**Note (4) – No Hidden Fees or Costs:** The pricing schedules contain all pricing information relative to performance of the audit as required by the Authority including all reimbursement for travel, lodging, communications, etc. Our estimated number of hours and the associated fee estimate indicated are based on our professional judgment and experience with similar governmental entities. So long as there are no significant changes in the operations of the Authority and or the scope of services requested or significant problems requiring additional time, our quoted fees will not change.

**Note (5) – Single Audit Costs:** Because the Authority does not always meet the Single Audit requirement, we have elected to price this service separately. This way the Authority will only pay for this service if and when needed. We propose a cost of \$5,000 per major program over the first three years of the Authority contract, and \$6,000 per major program over the last four years of the Authority contract.

**Required Forms**

**Appendix A  
Proposer Guarantees**

1. The proposer certified it can and will provide and make available, at a minimum, all services set forth in the RFP Scope of Services.

Signature of Official: Wade P. Sansbury

Name (typed): Wade P. Sansbury

Title: Partner

Firm: Mauldin & Jenkins, LLC

Date: March 5, 2024



**Appendix B  
Proposer Warranties**

- A. Proposer warrants that it is willing and able to comply with State of Florida laws with respect to foreign (non-Florida) corporations.
- B. Proposer warrants that it is willing and able to obtain an errors and omissions insurance policy and professional liability insurance policy providing a prudent amount of coverage for the willful or negligent acts, or omissions of any officers, employees or agents thereof.
- C. Proposer warrants that it will not delegate or subcontract its responsibilities under an agreement without the express prior written permission of the Authority.
- D. Proposer warrants that all information provided by it in connection with this proposal is true and accurate.

Signature of Official: Wade P. Sansbury

Name (typed): Wade P. Sansbury

Title: Partner

Firm: Mauldin & Jenkins, LLC

Date: March 5, 2024



**Appendix C**  
**Schedule of All Inclusive Prices**  
**For the Audit of the Fiscal Year 2024 – Fiscal Year 2028 Financial Statements**

	<b>Total All Inclusive Price</b>
<b>2024</b>	\$38,500
<b>2025</b>	\$38,500
<b>2026</b>	\$39,500
<b>2027</b>	\$40,500
<b>2028</b>	\$41,700
<b>Extension 1</b>	\$42,900
<b>Extension 2</b>	\$44,200

**Rates for Additional Professional Services**

<b>Staff Level</b>	<b>Hourly Rate</b>
Partners	\$300
Managers	230
Supervisory Staff	200
Staff Level	170
Other (specify)	120 Administrative

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 Wade P. Sansbury, Partner  
(Print individual's name and title)

for Mauldin & Jenkins, LLC  
(Print name of entity submitting sworn statement)

whose business address is 1401 Manatee Avenue West, Suite 1200 Bradenton, FL 34205

and (if applicable) its Federal Employer Identification Number (FEIN) is 58-0692043  
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_).

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

a) A predecessor or successor of a person convicted of a public entity crime; OR

b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in management of an entity.

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

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.

Wade P Sansbury  
(Signature)

STATE OF Florida

COUNTY OF Manatee

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 5th day of March, 2024 by Wade P. Sansbury, Partner (name of officer or agent, title of officer or agent) of Mauldin & Jenkins, LLC (name of Firm company acknowledging), a FL (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.



Jacquelyn McGlaughlin  
Notary Public  
State of Florida  
Comm# HH152667  
Expires 7/12/2025

Jacquelyn McGlaughlin  
Notary Public  
Jacquelyn McGlaughlin

Name typed, printed or stamped

My Commission Expires: 7/12/2025









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

**Affidavit**

I hereby certify that Mauldin & Jenkins, LLC (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 Mauldin & Jenkins, LLC (Contract holder) proof of registration in the E-Verify system is attached to this Affidavit.

Wade P Sansbury 3/5/24  
Signature Date

Wade P. Sansbury  
Print Name

STATE OF Florida

COUNTY OF Manatee

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 5th day of March, 2024 by Wade P. Sansbury (name of officer or agent, title of officer or agent) of Mauldin & Jenkins, LLC (name of Firm 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.



Jacquelyn McGlaughlin  
Notary Public  
State of Florida  
Comm# HH152667  
Expires 7/12/2025

Jacquelyn McGlaughlin  
Notary Public

Jacquelyn McGlaughlin  
Name typed, printed or stamped

My Commission Expires: 7/12/2025





Company ID Number: 105410

Approved by:

<b>Employer</b> Mauldin and Jenkins CPA LLC	
Name (Please Type or Print) June Paschal	Title
Signature Electronically Signed	Date 03/06/2008
<b>Department of Homeland Security – Verification Division</b>	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 03/06/2008



Company ID Number: 105410

Information Required for the E-Verify Program	
<b>Information relating to your Company:</b>	
Company Name	Mauldin and Jenkins CPA LLC
Company Facility Address	200 Galleria Parkway Suite 1700 Atlanta, GA 30339
Company Alternate Address	
County or Parish	COBB
Employer Identification Number	580692043
North American Industry Classification Systems Code	541
Parent Company	
Number of Employees	100 to 499
Number of Sites Verified for	11 site(s)



Company ID Number: 105410

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

AL	3
FL	1
FM	1
GA	4
SC	1
TN	1



**Company ID Number:** 105410

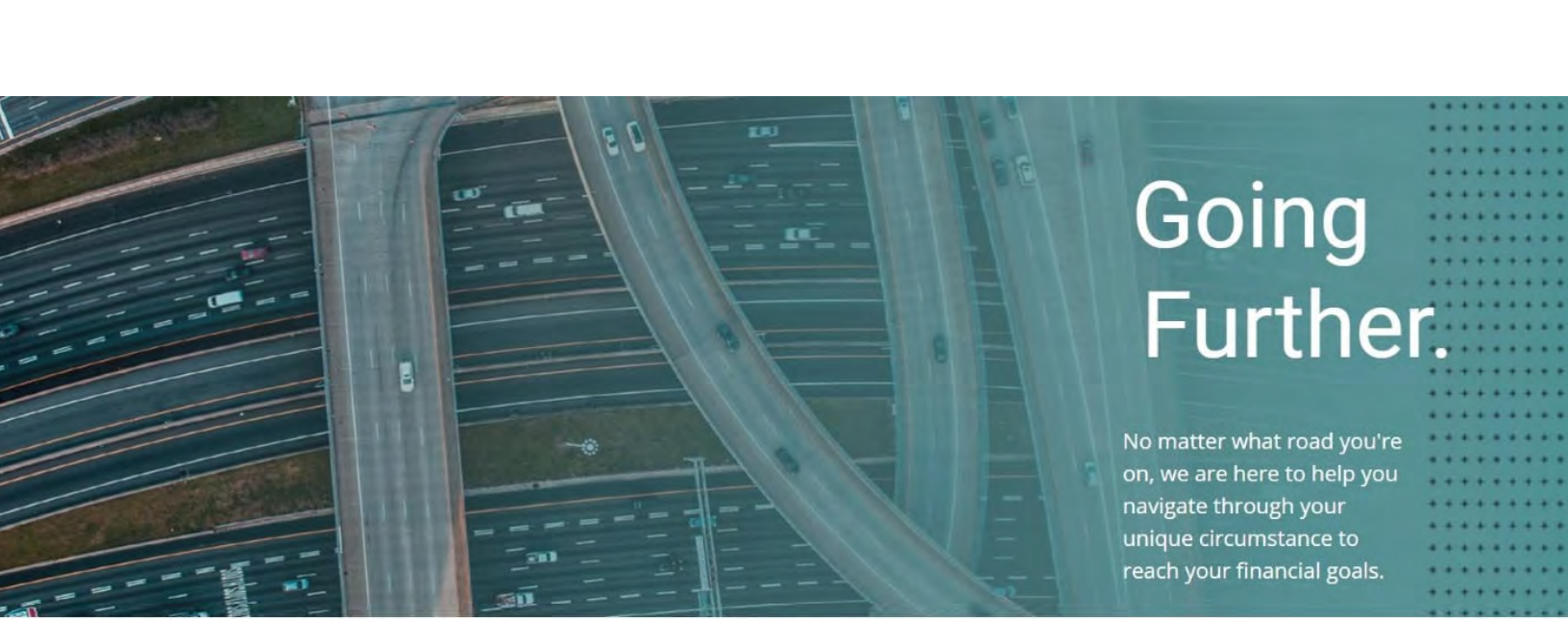
**Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:**

Name           Kelsie Deiter  
Phone Number   7709558600  
Fax  
Email            kdeiter@micpa.com

Name            Lauren Wood  
Phone Number   7705415455  
Fax  
Email            lwood@micpa.com

## Addendum Acknowledgement

We acknowledge receipt of Addendum 1 dated February 20, 2024.



# Going Further.

No matter what road you're on, we are here to help you navigate through your unique circumstance to reach your financial goals.

## INTEGRITY.

**100+** year history of quality & expertise

## INNOVATION.

Continued advancements, opportunities & solutions to drive us into the **future**

## INSPIRATION.

A **culture** guided by our vision of service and community



[www.mjcpa.com](http://www.mjcpa.com)



# PURVIS GRAY

CERTIFIED PUBLIC ACCOUNTANTS

## PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

---

Professional Auditing Services  
Request for Proposal

### CONTACT

---

Tiffany K. Mangold, CPA  
Audit Partner

[tmangold@purvisgray.com](mailto:tmangold@purvisgray.com)

PURVIS, GRAY AND COMPANY, LLP  
Certified Public Accountants

941.907.0350  
5001 Lakewood Ranch Blvd., Suite 101  
Sarasota, Florida 34240



# TABLE OF CONTENTS

## BACKGROUND

<b>1—Firm’s Legal Name and Contact Information</b> .....	1
<b>2—Office Locations</b> .....	1
<b>3—Legal Form</b> .....	1
<b>4—Copy of Florida Professional Licenses</b> .....	2
<b>5—Transmittal Letter</b> .....	3-5
<b>6—Desoto County Audit</b> .....	6
<b>7—No Litigation</b> .....	6
<b>Addendum Acknowledgement</b> .....	6

## TECHNICAL PROPOSAL

<b>1—Independence and License to Practice as a CPA in Florida:</b>	
Independence .....	1
Firm and Assigned Professional Staff Licenses .....	1
<b>2—Firm Qualifications and Experience:</b>	
Firm Background.....	1
Engagement Office Location .....	1
Full-Time Basis .....	2
Range of Service:	
Audit Department .....	2
Accounting and Tax Services Department.....	2
Consulting Services Department .....	3
IT Department and Computer Assistance Capability .....	3-4
Quality Control/Peer Review.....	5
Federal or State Desk Review, State Regulatory Bodies .....	6
No Disciplinary Action .....	6
BDO Alliance USA Resources and Services .....	6
Memberships of Professional Organizations .....	6
Continuing Education .....	6-7
Grant Experience .....	7
<b>3—Partner, Supervisory, and Staff Qualifications and Experience:</b>	
Audit Team Members .....	8
Team Roles .....	9
Philosophy for Staff Rotation.....	9
Resumes of Audit Team .....	9-21
<b>4—Similar Engagements with Other Governmental Entities:</b>	
References.....	22
Governmental Experience .....	22-23

# TABLE OF CONTENTS

---

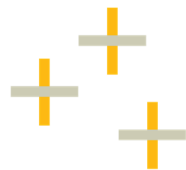
## 5—Audit Approach:

Understanding Scope of Services .....	23
Audit Methodology.....	24-25
Work Plan.....	25-27
Staff Level.....	27
Internal Control.....	28
Analytical Procedures .....	28
Approach to Statistical Sampling.....	28
Approach to the Single Audit .....	28-29
Assessment of IT Controls .....	29
Audit Technology Utilized.....	30
Remote Auditing Capabilities .....	30

## REQUIRED FORMS

Appendix A – Proposer Guarantees.....	1
Appendix B – Proposer Warranties.....	2
Appendix C – Dollar Cost Bid Form .....	3
Sworn Statement Under Section 287.133(3)(a), Florida Statutes, on Public Entity Crimes .....	4-5
References:	
DeSoto County, Florida .....	6
Florida Municipal Power Agency.....	7
Lehigh Acres Municipal Services Improvement Districts .....	8
Withlacoochee Regional Water Supply Authority .....	9
Contract Holder E-Verify Registration and Affidavit.....	10-11
Certificate of Liability Insurance .....	12

# BACKGROUND



**PURVIS GRAY**  
CERTIFIED PUBLIC ACCOUNTANTS

## 1—Firm Legal Name and Contact Information

Purvis, Gray and Company, LLP  
5001 Lakewood Ranch Blvd., Suite 101  
Sarasota, Florida 34240

941.907.0350  
Tiffany K. Mangold, CPA, Partner  
[tmangold@purvisgray.com](mailto:tmangold@purvisgray.com)

## 2—Office Locations



Purvis, Gray and Company, LLP is a statewide CPA firm employing approximately 125 professionals and support staff in our Sarasota (Lakewood Ranch), Gainesville, Ocala, Tallahassee, Orlando, and Tampa offices. Accordingly, we consider the entire State of Florida as our primary practice area. **Although the Sarasota office will be the primary service office, audit department personnel from other offices may be employed as part of this audit team.** Purvis Gray operates on a departmental basis

rather than an office basis. All the firm’s resources are available to our clients and are utilized in that fashion to provide the best possible service. This ensures that we draw upon the knowledge of our specialists in the governmental industry, as well as the full resources of the entire team.

## 3—Legal Form

Purvis Gray was founded in 1946 and is organized as a Florida Limited Liability Partnership, authorized to do business in the state of Florida under Section 473.309, Florida Statutes. We are independent certified public accountants as defined by generally accepted auditing standards and *Government Auditing Standards*, issued by the Comptroller General of the United States. We have included a copy of our *Partnership Detail* from the Division of Corporations.

A screenshot of the Florida Division of Corporations website. The header features the Sunbiz.org logo and the text "DIVISION of CORPORATIONS an official State of Florida website". Below the header are navigation links: "Previous on List", "Next on List", and "Return to List". There are also links for "Filing History", "No Authority Info", "No Partner Info", and "No Name History". A search box labeled "Partnership Name Search" with a "Submit" button is present. The main content area is titled "Partnership Detail" and contains the following information:  
**Limited Liability Partnership Name**  
PURVIS, GRAY AND COMPANY, LLP  
**Principal Address**  
222 NE 1ST STREET  
GAINESVILLE, FL 32601  
Change Date: NONE  
**Filing Information**  
Document Number: LLP050003268  
FEI/EIN Number: 590548468  
File Date: 05/27/2005  
State: FL  
Total Pages: 20  
Pages in Original Filing: 2  
Florida Partners: 1  
Total Partners: 1  
Status: ACTIVE  
Effective Date: 08/01/2005  
Expiration Date: NONE  
Name History: NONE  
**Registered Agent**  
GAIATANIS DAVID A  
222 NE 1ST STREET  
GAINESVILLE, FL 32601



4—Copy of Florida Professional Licenses

We are properly licensed and registered for public practice in the State of Florida, and our professional staff are properly licensed and registered to practice as certified public accountants in the State of Florida or are “exam-eligible.” A copy of our firm license and copies of your audit team members’ licenses are shown below:



## 5—Transmittal Letter

Professional Services Evaluation Committee  
Peace River Manasota Regional Water Supply Authority  
Lakewood Ranch, Florida

We appreciate the opportunity to present Purvis Gray to your Evaluation Committee and would take great pride in being retained as auditors for Peace River Manasota Regional Water Supply Authority (the Authority). We have received the Request for Proposal for Professional Auditing Services (RFP), and understand the scope of services and timing of the work to be performed, and give you our express commitment to meet or exceed the performance and time specifications contained therein.

### **Business Structure and Philosophy**

Purvis Gray is organized as a Florida Limited Liability Partnership and is a statewide CPA firm employing over 125 professionals and support staff in our Sarasota (Lakewood Ranch), Gainesville, Tallahassee, Ocala, Orlando, and Tampa offices. Our multiple office locations throughout the state are the result of organic growth, which we attribute to our pursuit of technical excellence and superior client service. We have been in business for 78 years, having audited and advised Florida local governments and utilities almost since our inception in 1946.

### **Audit Experience**

We set ourselves apart from other firms because of our commitment to client service. Our record of client service is well-known and respected throughout Florida. We have considerable experience serving local governmental entities throughout the State of Florida. We are currently providing auditing services to over 40 governmental special districts and twenty-nine Florida municipalities, many of which operate water/wastewater utilities. We also currently audit five Florida counties, nine Florida school boards, and twenty Community Redevelopment Agencies (CRAs), as well as many non-profit organizations. The following are some of our special district audits that have similar characteristics to the Authority:

CERTIFIED PUBLIC ACCOUNTANTS

Gainesville | Ocala | Tallahassee | Sarasota | Orlando | Tampa

[purvisgray.com](http://purvisgray.com)

Members of American and Florida Institutes of Certified Public Accountants

An Independent Member of the BDO Alliance USA

Professional Services Evaluation Committee  
Peace River Manasota Regional Water Supply Authority  
Lakewood Ranch, Florida

- ▶ Peace River Manasota Regional Water Supply Authority
- ▶ Lakewood Ranch Community Development Districts (CDDs)  
(Made up of 6 Special Districts and Inter-District Authority)
- ▶ Utilities Commission New Smyrna Beach
- ▶ Withlacoochee River Regional Water Supply Authority
- ▶ Florida Municipal Power Association
- ▶ Florida Gas Utility
- ▶ Kissimmee Utility Authority
- ▶ The Villages CDDs (Made up of 21 Special Districts)

## Our People

The best part of Purvis Gray is our people. The individuals comprising your audit team have chosen careers in governmental auditing and are committed to our governmental clients and their industry. You will not have to train our auditors, as we do not randomly rotate staff, and **our partners, directors, and managers participate extensively during fieldwork, which is a hallmark of our service that sets us apart from other firms.**

## Documented Track Record of Performance with the Authority

We have been honored to serve as the Authority’s auditors for several years, which gives us experience with your organization and operating environment. In our prior contract with the Authority, we have demonstrated quality client service, technical expertise, proper planning and communication, partner, director, and manager fieldwork participation, and an ability to meet deadlines. As a result of the past engagements, the Authority’s staff has first-hand experience working with our partners, directors, managers, and staff to draw upon during this evaluation process. There is no guesswork involved by choosing us again; the level of quality service you will receive is assured. ***Our prior experience will allow us to seamlessly continue to serve the Authority without having a steep learning curve, providing a quality audit product and expert industry advice and stability to the Authority.***

## The Audit Firm Rotation Concern

As the Authority goes through the Audit RFP process, some may ask if it is time to rotate auditors and get “fresh eyes” looking at the Authority. **Independent studies cited by the AICPA have concluded that audit firm rotation actually reduces audit quality due to the direct and positive relationship between auditor tenure and auditor competence.** In other words, the more your auditor knows about you, the less chance there is of missing something significant. No authoritative body, including the AICPA, Public Companies Accounting Oversight Board (PCAOB), Florida Auditor General, or the U.S. Government Accountability Office (GAO), recommends audit firm rotation. In fact, the PCAOB has found that audit failures are three times more likely to occur within the first two years of changing auditors. **The takeaway from all of this is that who your auditors are, their knowledge of your operations, and the type of job that they are doing for you is more relevant to the likelihood of a high-quality audit than changing for change’s sake.**



Professional Services Evaluation Committee  
Peace River Manasota Regional Water Supply Authority  
Lakewood Ranch, Florida

## Understanding Information Technology (IT) Risks

One of the prominent business risks affecting the utilities industries today is information technology security. Understanding and evaluating the Authority's IT environment and risks will continue to be a major focus of our audit of the Authority. It is essential to have the right people in place to perform this assessment. Mr. Michael Sandstrum, the IT Director assigned to your engagement, has many years of experience auditing information systems, and maintains CPA, CISA, CISM, CITP, and CDPSE certifications.

## National Resources Through BDO Alliance USA

We are an independent member of the **BDO Alliance USA**, a national association of independently owned accounting and consulting firms that partner with BDO, a nationally recognized CPA firm, for additional national resources for our clients. Being a part of the BDO Alliance USA allows us to bring **high-quality national resources** to bear on any auditing or consulting aspect of the Authority's engagement. **BDO** allows us to enhance client services with **greater technical resources** and **access to experienced national professionals**.

We appreciate the opportunity to present Purvis Gray to the Authority

Respectfully submitted,

PURVIS, GRAY AND COMPANY, LLP



Tiffany K. Mangold, CPA  
Audit Partner

TKM/asb

**6—Desoto County Audit**

Purvis Gray currently audits DeSoto County’s annual financial statements, and has since 2001.

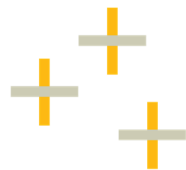
**7—No Litigation**

Purvis Gray is not involved in any litigation against any of the Authority’s customers, either directly or retained for testimony and expertise on behalf of any other entity in litigation against the Authority or any of its customers. In addition, there are no pending lawsuits against Purvis Gray, nor has there been any audit-related litigation within the last five years.

**Addendum Acknowledgement**

We acknowledge receipt of Addendum 1 on February 20, 2024.

# TECHNICAL PROPOSAL



**PURVIS GRAY**  
CERTIFIED PUBLIC ACCOUNTANTS

**1—Independence and License to Practice as a CPA in Florida****Independence**

We are independent certified public accountants as defined by generally accepted auditing standards and *Government Auditing Standards*, issued by the Comptroller General of the United States. We are independent of the Authority as defined in the U.S. Governmental Accountability Offices' *Government Auditing Standards* and Generally Accepted Auditing Standards.

Currently, we audit the financial statements of the Authority and have since 2012. Other than the performance of these annual audits, we have had no professional relationships involving the Authority. We confirm that we will give the Authority written notice of any professional relationships entered into involving the Authority, or any of its agencies or component units, during the period of this agreement. There is no joint venture or consortium proposed.

**Firm and Assigned Professional Staff Licenses**

We are properly licensed and registered for public practice as certified public accountants in the State of Florida and all assigned professional staff are properly licensed and registered to practice as certified public accountants in the State of Florida. We have provided a copy of our firm license and professional personnel CPA licenses on page 2 of the Background section of our proposal.

**2—Firm Qualifications and Experience****Firm Background**

Purvis Gray is a statewide regional CPA firm employing approximately 125 professionals and support staff in our Sarasota (Lakewood Ranch), Gainesville, Ocala, Tallahassee, Orlando, and Tampa offices. Accordingly, we consider the entire State of Florida as our primary practice area.

**Engagement Office Location**

The audit will be primarily staffed from the Sarasota office. Purvis Gray operates on a departmental basis rather than an office basis. Purvis Gray has a total of 16 partners, 13 directors, 12 managers, and over 60 professional staff, including numerous supervisors and senior-level staff members. All the firm's resources are available to our clients and are utilized in that fashion to provide the best possible service. This ensures that we draw upon the knowledge of our specialists in the governmental field, as well as the full resources of the entire team.

Our audit staff consists of a total of 8 partners, 7 directors, 5 managers, and 25 professional staff. Also, as a member of BDO Alliance USA, we are able to provide our clients with access to the technical resources and manpower of the fifth largest accounting firm in the world, combined with our hands-on, local service knowledge.

### **Full-Time Basis**

Your “fieldwork team” will consist of four full-time members, headed by a partner, manager, supervisor, and senior auditor, with the partner or manager on-site for a significant portion of the time.

### **Range of Service**

The firm offers all services traditionally associated with CPA firms, which can generally be summarized as Audit, Tax, Information Technology (IT), and consulting services. The Audit Department is the largest department, comprising approximately sixty percent of gross revenues. **The Audit Department has a concentration of work in the local governmental industry.** Our Tax Department provides tax research support to our Audit Department.

### ***Audit Department***

The mission of the Audit Department is to achieve technical excellence, which is used to provide the highest level of quality service to our clients. This higher level of experienced service sets us apart from other firms.

Our audit team has extensive experience working in a computerized environment and utilizes laptop computers in the field with Microsoft Windows, Word, and Excel. **We employ a paperless audit approach.** We utilize the “paperless” audit documentation system designed by CaseWare International, Inc., the premier industry technology, with an integrated wired or wireless connection in the field. **We will utilize Suralink for secure transmission and sharing of records and audit support, allowing for a smooth process of providing and tracking requested information. Suralink also allows the Authority’s staff to track the status of the audit engagement overall from a web-based application with a desktop dashboard in real time.** All members of the audit team will continue to be available to your management team when needed. If our physical presence is not required, our business e-mail addresses and cell phone numbers can be used for your convenience, and we pride ourselves on responding timely to all client inquiries. We will be available for routine questions year-round.

### ***Accounting and Tax Services Department***

The Accounting and Tax Services Department of Purvis Gray is often used in troubleshooting problem tax areas associated with audits of governmental entities. Our tax professionals deal with issues such as bond arbitrage rebate calculations, payroll tax problems, ERISA compliance for employee benefit plans, unrelated business income tax issues, tax effects of planned giving, charitable annuities, and remainder trust, and other tax topics. This department is also responsible for the preparation of payroll and income tax returns for individuals and businesses, including corporate, partnership, estate, and trust tax returns. In addition, this department provides tax research support services to our audit department.

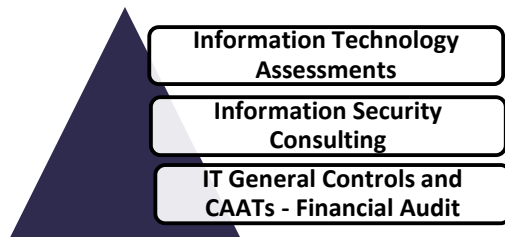
**Consulting Services Department**

The consulting practice of Purvis Gray utilizes members of the Audit, Accounting and Tax Services, and IT Departments to perform a wide range of consulting and management advisory services for our clients. Our consulting personnel have performed engagements in each of the following categories:

<b>Accounting System Reviews</b>	<ul style="list-style-type: none"><li>▶ GASB Statement Implementations</li><li>▶ Internal Control Opinions</li><li>▶ Procedures Documentation</li><li>▶ Performance Audits and Cost Reduction Studies</li><li>▶ Feasibility/Efficiency Studies</li><li>▶ Budget Review and Budget Preparation</li></ul>
<b>Other Financial Services</b>	<ul style="list-style-type: none"><li>▶ Expert Testimony</li><li>▶ Personal Financial/Retirement Planning</li><li>▶ Other Financial Services</li><li>▶ Tax Representation</li><li>▶ Fraud/Defalcation Engagements</li></ul>
<b>Business Valuations and Reorganizations</b>	<ul style="list-style-type: none"><li>▶ Business Ownership Succession</li><li>▶ Business Valuations</li><li>▶ Mergers and Acquisitions</li><li>▶ Business Formations</li><li>▶ Business Liquidations</li></ul>
<b>Information Security and Privacy Controls and Consulting</b>	<ul style="list-style-type: none"><li>▶ IT Security Controls Assessment</li><li>▶ Privacy Controls Assessment</li><li>▶ Information Security Policies and Procedures</li><li>▶ IT Risk Assessments</li></ul>

**IT Department and Computer Assistance Capability**

The IT Audit Director assigned to the Authority’s engagement and our other IT Audit Department professionals have extensive experience and are proficient in working in various computerized environments. Purvis Gray offers a full suite of IT audit, consulting, and assessment services. These services are performed by IT Audit professionals with CPA, CISA, CISM, CITP, and CDPSE designations and can be summarized as follows:





Purvis Gray’s IT Audit professionals conduct the assessment of IT controls. As part of the financial audit process, auditing standards require the auditor to gain an understanding of the IT environment, including the Information Technology General Controls, which includes determining suitability of design and whether the controls are properly implemented.

**Information Security Consulting Offering**—Our Information Security Program Design service involves evaluating organizational security and compliance status using techniques such as interviews, observations, and documentation review:



**Information Technology Assessments**—Information Technology Assessment engagements offered by Purvis Gray include the following:

- Cybersecurity** • AICPA Cybersecurity Engagements
- SSAE-18 SOC Reports** • SOC Types 1, 2, and 3 Engagements

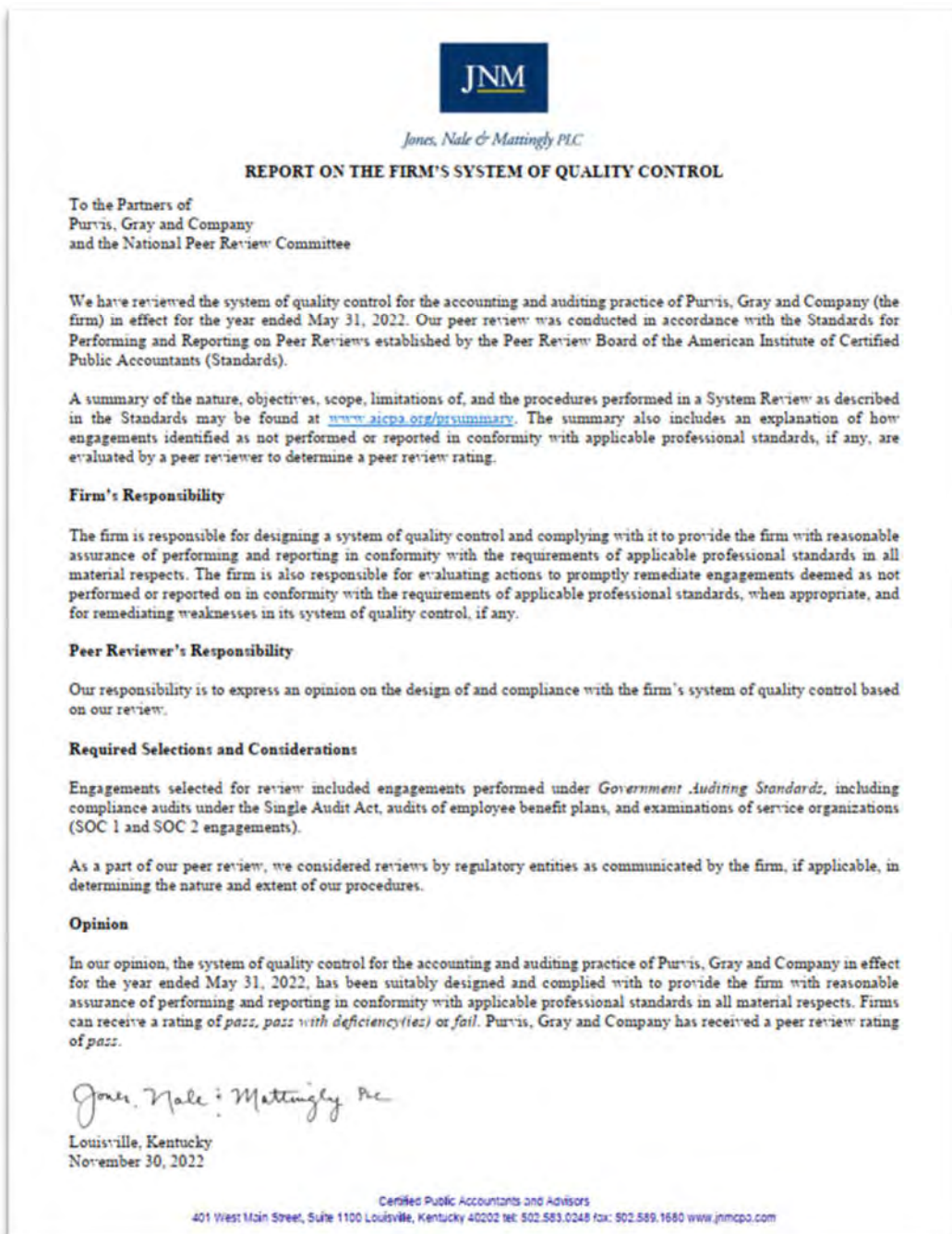
**AICPA Cybersecurity Engagements**—Cybersecurity threats are on the rise, challenging organizations of all sizes—both public and private. Commissioners, board members, managers, investors, customers, residents, and other stakeholders are pressuring organizations to demonstrate that they are managing cybersecurity threats and that they have put into place effective cybersecurity risk management programs to prevent, detect, and respond to security breaches in a timely manner.

**Computer Assisted Audit Techniques (CAATs)**—When considered necessary, more effective, and/or more efficient, we will utilize CAATs. We utilize Audimation’s CaseWare IDEA Data Analysis Software and Microsoft Excel to perform such procedures. Such tools allow us to analyze the Authority’s data and may allow us to perform a 100% test of a transaction class for certain attributes in less time than it would take to gather a statistical sample and test such sample through manual procedures.



**Quality Control/Peer Review**

Purvis Gray is a member of the AICPA’s Governmental Audit Quality Center (GAQC). Our firm places high priority on its quality control and has successfully undergone a peer review made by the AICPA at least every three years since 1979. Because our firm has a heavy concentration of governmental clients, governmental audit engagements are selected for review by the peer review team. We have included below a copy of our 2022 Peer Review Report which included a pass rating, with no letter of comments, the highest level obtainable.



## Federal or State Desk Review, State Regulatory Bodies

Purvis Gray has received no adverse federal or state desk or field reviews during the past five years by state regulatory bodies or professional organizations.

## No Disciplinary Action

We have no record of substandard work and have no enforcement actions pending by the State Board of Accountancy or any other regulatory agency or professional organization, nor have we had any such actions during the past five years.

## BDO Alliance USA Resources and Services



As an Independent Member of the BDO Alliance USA, we have access to BDO’s breadth and depth of resources, enabling us to provide virtually any tax, audit, or assurance service needed by our clients, anywhere in the country. We are able to provide our clients with access to technical and industry-specific resources of the fifth-largest accounting firm in the world, combined with our hands-on local service and knowledge.

In addition, the BDO Alliance Business Resource Network has established relationships with product and service providers to enhance our delivery capabilities and value to clients. Through these relationships, we are able to offer greater insight and more effective solutions to the Authority.

As a member of BDO Alliance USA, we take a comprehensive approach to assessing and serving your needs. Through the core accounting and financial services we provide, we are uniquely positioned to identify additional opportunities to improve the overall operational effectiveness of the Authority.

## Memberships of Professional Organizations

Purvis Gray has been a member with the American Institute of Certified Public Accountants since 1978 (AICPA – Reference #1783188). Our firm continues to be in good standing with the AICPA and Florida Institute of Certified Public Accountants (FICPA – Member #02004618). Several of the partners and staff of Purvis Gray are members of the following organizations:

- ▶ AICPA
- ▶ Government Audit Quality Center (GAQC)
- ▶ GFOA (Special Review Committee for the Certificate of Excellence in Financial Reporting)
- ▶ Florida Electric Cooperatives Association (FECA)
- ▶ American Public Power Association (APPA)
- ▶ State of Florida League of Cities
- ▶ Florida Municipal Electric Association (FMEA)
- ▶ FGFOA (Including School of Governmental Finance, and Technical Resources Committee)
- ▶ FICPA
- ▶ Employee Benefit Plan Audit Quality Center
- ▶ North Florida Chapter FGFOA
- ▶ Southwest Chapter FGFOA
- ▶ Association of Government Accountants (AGA)
- ▶ Nature Coast Chapter FGFOA

## Continuing Education

Your entire audit team is in full compliance with the continuing educational requirements set forth under U.S. Government Accountability Office (GAO), *Government Auditing Standards*. **A full list of CPE courses attended by your proposed audit team members for the last three years is provided in their individual resumes beginning on page 10.**

As members of the Government Audit Quality Center of the AICPA, each CPA is required to obtain eighty hours of continuing professional education every two years. The continuing professional education material is presented by nationally prominent accounting professors and other individuals who have thorough knowledge of auditing local governments.

We utilize an automated CPE tracking system to ensure compliance with continuing professional education requirements. The ProLera platform automatically tracks over 200 jurisdictions and ensures compliance for our entire firm. It automatically calculates CPE hours and requirements, stores completion certificates, and creates renewal reports.

Our partners, directors, managers, and senior staff members also attend annual conferences sponsored by the FSFOA, RUS, FECA, FGFOA, FMEA/FMPA, and FACC where they attend and teach continuing education classes that deal with new GASB and FASB pronouncements, current issues in Florida law, and other similar topics.

### Grant Experience

As a large audit firm with significant governmental experience, members of your audit team have participated in single audits of countless federal and state grant programs. Our single audits have included grants from the following federal and state departments, including numerous programs within each.

#### Federal Grant Programs

Federal Communications Commission  
Federal Emergency Management Agency  
National Endowment for the Arts  
National Endowment for the Humanities  
National Science Foundation  
US Department of Agriculture  
US Department of Agriculture Food and Nutrition Service  
US Department of Aviation Administration  
US Department of Children and Families  
US Department of Commerce  
US Department of Commerce NOAA  
US Department of Defense  
US Department of Economic Opportunity  
US Department of Education  
US Department of Education of Elementary Secondary Education  
US Department of Election Assistance Commission  
US Department of Energy  
US Department of Environmental Protection Agency  
US Department of Federal Highway Administration  
US Department of General Services Administration  
US Department of Health and Human Services  
US Department of Homeland Security  
US Department of Housing and Urban Development  
US Department of Interior  
US Department of Justice  
US Department of Labor  
US Department of Treasury

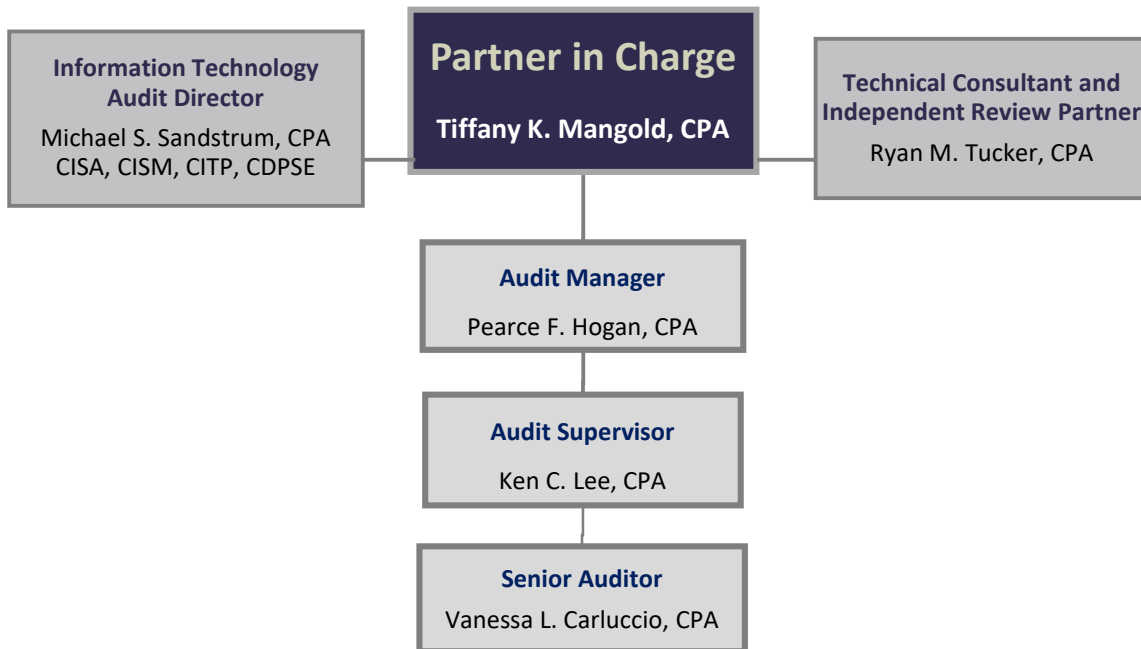
#### State Grant Programs

Clean Florida Council  
Executive Office of the Governor  
Office of Early Learning  
State Courts System  
Florida Department of Agriculture and Consumer Services  
Florida Department of Children and Families  
Florida Commission on Tourism  
Florida Department of Community Affairs  
Florida Department of Corrections  
Florida Department of Economic Opportunity  
Florida Department of Elder Affairs  
Florida Department of Emergency Management  
Florida Department of Environmental Protection  
Florida Department of Fish and Wildlife Commission  
Florida Department of Health  
Florida Department of Health and Rehabilitative Services  
Florida Department of Highway Safety and Motor Vehicles  
Florida Department of Housing Finance Corporation  
Florida Department of Juvenile Justice  
Florida Department of Legal Affairs and Attorney General  
Florida Department of Library and Information Services  
Florida Department of Management Services  
Florida Department of Natural Resources  
Florida Department of State  
Florida Department of Transportation  
Florida Department of Workforce Innovation  
US Department of Transportation

**3—Partner, Supervisory, and Staff Qualifications and Experience**

**Audit Team Members**

The firm that will be the most qualified to serve as auditors for the Authority will be the one that can demonstrate its qualifications through past experience, education, and quality control considerations. Our firm’s approach to staffing audit engagements is to choose partners, directors, managers, and staff based upon a combination of the expertise, experience, and technical ability needed to perform the audit engagement efficiently. ***The individuals assigned to this engagement possess the necessary technical skills and experience to ensure that the Authority receives the highest level of service.*** In addition, all personnel assigned to your engagement have met or exceeded the “Yellow Book” CPE requirements, as required by the *Rules of the Auditor General*. Our Audit Department functions as a single department across all offices; it is not uncommon for us to compile audit teams with representatives from multiple offices. Our firm’s extensive resources are available to the audit team and to you, the client, at all times. We expect the entire audit team to return to the Authority on an annual basis.



All members of the audit team will be available to your management team whenever you need us. If our physical presence is not needed, our business e-mail addresses and cell phone numbers can be used for your convenience, and we pride ourselves on responding timely to all client inquiries. We will be available for routine questions and assistance year-round without additional billings.

**Team Roles**

<p><b>Partner in Charge of Audit</b></p>	<p>Ms. Mangold will have overall responsibility for excellent client service; she will work closely with the Authority’s management and the audit manager and supervisor to ensure that all work is properly planned, executed, and completed. She will conduct entrance, exit, and interim work conferences with the Authority and participate extensively in audit fieldwork and the review process.</p>
<p><b>Technical Consultant and Independent Review Partner</b></p>	<p>Mr. Tucker will provide technical consultation and review of accounting and auditing issues and perform a final independent and objective review of the audited financial statements and reports.</p>
<p><b>Information Technology Audit Director</b></p>	<p>Mr. Sandstrum will perform or supervise the review of the Authority’s Information Technology (IT) Environment and key IT General Controls, Application Controls, and IT-Dependent Manual Controls in consultation with the audit team. He will also supervise or perform Computer-Assisted Audit Techniques (CAAT) or data analysis in consultation with the audit team. He will provide recommendations to strengthen the Authority’s IT Environment and IT-related controls. He will also assist with any IT-related issues, as deemed necessary by the audit team.</p>
<p><b>Audit Manager</b></p>	<p>Mr. Hogan will be responsible for planning and supervision of the audits. He will perform the review of workpapers and report preparation. In addition, he will assist in managing the efficiency of the audits and operating within the time budget.</p>
<p><b>Audit Supervisor and Senior Auditor</b></p>	<p>Mr. Lee and Ms. Carluccio will be primarily responsible for conducting and completing audit fieldwork along with staff auditors and for assisting the audit manager with planning and supervision. They will keep the partner, audit manager, and Authority staff fully informed on the job status.</p>

**Philosophy for Staff Rotation**

As a result of our commitment to client service, we typically do not have significant staff changes on our audit engagements. ***We staff our audit engagements to build client relationships. We do not use our clients as staff training grounds.*** If it did become necessary to implement staff changes on your audit, it would be discussed with you in advanced. We feel that our philosophy in this area sets us apart from others, who routinely churn staff assignments and place inexperienced new staff in the field at the client’s expense.

**Resumes of Audit Team**

Resumes of the Audit Team that contain all information requested by the Authority are listed following this page. As is shown there, the audit team assembled for the Authority is well qualified by formal education, continuing professional education, and experience in governmental auditing. In addition, each resume lists various national and state memberships, and professional recognition.





# TIFFANY K. MANGOLD, CPA

Audit Partner

Member of Concurring Review Team



## CONTACT INFORMATION

Sarasota, Florida  
(941) 907-0350  
[tmangold@purvisgray.com](mailto:tmangold@purvisgray.com)

## PROFILE

### Education

University of South Florida  
2010, BS, Accounting

### Professional Credentials

CPA License – AC47097  
Member of AICPA, FICPA, and FGFOA  
Intermediate Single Audit Certificate,  
AICPA Certificate Program



### Community Involvement

Healthy Start Coalition of Sarasota County  
Chair, 2023-Present  
Vice Chair, 2022-2023  
Treasurer, 2018-Present  
Leadership Sarasota County  
Class of 2016  
Sarasota County Leadership Alumni  
Chair, 2023-Present  
Committee Member, 2018-Present  
Sarasota County Leadership Council  
Council Member, 2023-Present  
Cub Scouts of America Pack 14  
Treasurer, 2021-Present  
Tatum Ridge Elementary School  
Advisory Council  
Committee Member, 2021-Present  
Recording Secretary, 2021-Present  
FICPA – YCPA Committee Member 2022-2023

Years in Accounting: 13

Years with Firm: 12

## SPEAKER/INSTRUCTOR

*The Single Audit and FEMA Reimbursements*  
*Uniform Guidance – Changes to Grant Management and Single Audit*  
*How to Audit the Budget*  
*SOC Reports: How to Effectively Use Them on Your Audit Engagements*  
*Excel Tips and Tricks*  
*Internal Controls: Relevance in the Current Electric Cooperative Environment*  
*Plant Accounting and Other Regulatory Matters*  
*Single Audit and Grant Compliance*

## EXPERIENCE SERVING CLIENTS

### Utility Experience

City of Bartow, Florida (E, W, S)  
City of Fort Meade, Florida (E, G, W, S)  
City of Lake Wales, Florida (W, S)  
City of Jacksonville Beach, Florida (E, G, W, S)  
City of Sarasota, Florida (W, S)  
DeSoto County, Florida, Board of County Commissioners (W, S)  
Hernando County, Florida, Board of County Commissioners (W, S)  
Lee County Electric Cooperative, Inc. (E)  
Lehigh Acres Municipal Services Improvement District (W)  
Peace River Electric Cooperative, Inc. (E)  
Peace River Manasota Regional Water Supply Authority (W)  
Talquin Electric Cooperative, Inc. (E)  
Withlacoochee River Electric Cooperative, Inc. (E)  
Withlacoochee Regional Water Supply Authority (W)

### Special Districts

Alachua County Library District  
Bartow Municipal Airport Development Authority\*  
Lakewood Ranch Community Development District I, II, IV, V, and VI  
Lakewood Ranch Inter-District Authority  
Lehigh Acres Municipal Services Improvement District\*  
Peace River Manasota Regional Water Supply Authority\*  
The Villages Community Development Districts  
Withlacoochee Regional Water Supply Authority

### Governmental Experience

#### Municipalities

City of Atlantic Beach, Florida  
City of Bartow, Florida\*  
City of Center Hill, Florida  
City of Fort Meade, Florida\*  
City of Gainesville, Florida\*  
City of Jacksonville Beach, Florida  
City of Lake Wales, Florida\*  
City of Live Oak, Florida  
City of Ocoee, Florida  
City of Sarasota, Florida\*

#### Counties

Alachua County, Florida\*  
Desoto County, Florida  
Hernando County, Florida\*  
Nassau County, Florida\*

#### School Boards

Charlotte County District School Board  
Citrus County School Board Internal Accts.  
Clayton County Board of Education (GA)  
Hernando County School Board

\*OMB Circular A-133 or Uniform Guidance Single Audits and/or Florida Single Audits  
(E)—Electric (G)—Natural Gas (W)—Water (S)—Sewer

# Tiffany K. Mangold, CPA

## CPE Credits

Ms. Mangold is in full compliance with the continuing educational requirements set forth under U.S. Government Accountability Office (GAO), *Government Auditing Standards*. A list of the relevant continuing professional education for the past three years follows:

### 2023

- ▶ BDO USA – ASC 842 Leases - Private Company Implementation Considerations
- ▶ FGFOA Group Internet Based Training – Finance Technical - ESG - What Is It?
- ▶ BDO USA – Unclaimed Property Compliance for Financial Institutions
- ▶ FSFOA 2023 Spring Conference – Government Fraud, Waste, and Abuse
- ▶ FSFOA 2023 Spring Conference – Florida Department of Education Update
- ▶ FSFOA 2023 Spring Conference – Auditor General Update
- ▶ FSFOA 2023 Spring Conference – Grant Reporting and the Single Audit
- ▶ FSFOA 2023 Spring Conference – Legislative Update
- ▶ FSFOA 2023 Spring Conference – Rating Agency
- ▶ FSFOA 2023 Spring Conference – Identifying the Red Flags of Fraud
- ▶ FSFOA 2023 Spring Conference – How to Implement GASB 96 and Maintain Compliance
- ▶ FSFOA 2023 Spring Conference – GASB 34 - The Long and Short of IT
- ▶ FGFOA 2023 Annual Conference – GASB Hot Topics
- ▶ FGFOA 2023 Annual Conference – GASB Update
- ▶ FGFOA 2023 Annual Conference – Auditor General and Department of Financial Services Update
- ▶ FGFOA 2023 Annual Conference – Financial Reporting Complexities in Local Government
- ▶ FGFOA 2023 Annual Conference – Internal Controls and Fraud in the Remote Environment
- ▶ FGFOA 2023 Annual Conference – Opening General Session
- ▶ FGFOA 2023 Annual Conference – ACFR 101: Where to Start
- ▶ FGFOA 2023 Annual Conference – Common Audit Findings
- ▶ FGFOA 2023 Annual Conference – Legislative Update
- ▶ FGFOA 2023 Annual Conference – Truth in Millage: What Is It and Why Is It Important?
- ▶ FGFOA 2023 Annual Conference – How to Pass Your Single Audit
- ▶ PGC Winter Session

### 2022

- ▶ BDO – What You Need to Know to Audit Provider Relief Funds - Latest Developments
- ▶ FGFOA Nature Coast – Technology, Driving Process Improvement
- ▶ FGFOA Nature Coast – GASB Updates
- ▶ FGFOA Nature Coast – Coach Your Team to Win Engagement
- ▶ FGFOA Nature Coast – Hot Topics for Audits of Local Government
- ▶ FGFOA – Nature Coast - Internal Controls for Local Government
- ▶ BDO – EBP Update Series I - Audit, Accounting, and Regulatory Update
- ▶ FGFOA – Bond Issuance and Lease Management
- ▶ FGFOA – Legislative Update
- ▶ FGFOA – Florida Department of Education Update
- ▶ FSFOA – GASB 67
- ▶ FSFOA – Audits - Grant Risks and Solutions
- ▶ FSFOA – Florida Auditor General Update
- ▶ FSFOA – FTE/Scholarships
- ▶ AICPA – Auditing Financial Statements of ERISA Plans
- ▶ FGFOA – Common Audit Findings
- ▶ FGFOA – Common Financial Reporting Mishaps from the GFOA COA Award
- ▶ FGFOA – Financial Reporting Complexities in Local Governments
- ▶ FGFOA – GASB Hot Topics
- ▶ FGFOA – Economic Update
- ▶ FGFOA – Prepare to Be Positive
- ▶ FGFOA – Intro to Governmental Accounting
- ▶ FGFOA – Auditor General and Department of Financial Services Update
- ▶ AICPA – Auditing Financial Statements of ERISA Plans

### 2021

- ▶ National Underwriter Company Social Security 101
- ▶ BDO USA Stimulus Funding Compliance Audit Update
- ▶ CPAacademy Audit Risks and Challenges in a Remote Environment Due to COVID-19
- ▶ CAPacademy Key Upcoming GASB Pronouncements
- ▶ BDO USA 2021 EBP Update Part III
- ▶ BDO Alliance USA Conference
- ▶ Surgent McCoy CPE Florida Ethics for CPAs
- ▶ FGFOA Opening General Session
- ▶ FGFOA GASB Hot Topics
- ▶ FGFOA Strengthening Your People Skills
- ▶ FGFOA Introduction to Governmental Accounting
- ▶ FGFOA Common Audit Findings
- ▶ FGFOA Auditor General and Department of Financial Services Update
- ▶ FGFOA Legislative Update
- ▶ FGFOA Comprehensive Annual Financial Report Tips and Tricks to Ensure Timely Accurate Reporting
- ▶ FGFOA Financial Reporting Complexities in Local Governments
- ▶ FGFOA Management Leadership Skills for First Time Supervisors
- ▶ FGFOA Florida Open Financial Statement System Getting Ready for 2022
- ▶ FGFOA Disaster Recovery Accounting and Single Audit Aspects





# RYAN M. TUCKER, CPA

Audit Partner

Member of Quality Control Team

Member of Concurring Review Team



## CONTACT INFORMATION

Tallahassee, Florida  
(850) 224-7144  
[ryan@purvisgray.com](mailto:ryan@purvisgray.com)

## PROFILE

### Education

Florida State University  
1998, BS, Finance and Accounting

### Professional Credentials

CPA License – AC0032175  
Member AICPA, FICPA, FGFOA, and AGA

### Community Involvement

Southern Scholarship Foundation, Inc.  
Chairman – 2013  
Treasurer – 2008-2009  
Current Board Member  
Sunset Rotary Club of Tallahassee  
President – 2009-2010  
Treasurer  
Rotary District 6940  
Treasurer – 2012-2013, 2015-2016, and  
2016-2017  
Rotary District 6940 Foundation  
Treasurer 2023-2024

Years in Accounting: 25

Years with Firm: 25

## SPEAKER/INSTRUCTOR

*Accounting and Auditing Electric Cooperatives*  
*Auditor Independence*  
*Financial Emergencies and Financial Condition Assessments*  
*GASB 67 and 68 Pension Standards Update*  
*What to Expect from Your Auditor*  
*Common CAFR Review Comments*  
*Compliance Auditing for Constitutional Officers*  
*GASB Update*  
*Governmental Accounting Fundamentals: GASB 34 Conversions*

## EXPERIENCE SERVING CLIENTS

### Utility Experience

Choctawhatchee Electric Cooperative, Inc. (E)  
City of Atlantic Beach, Florida\* (W, S)  
City of Belleview, Florida\* (W, S)  
City of Deltona, Florida\* (W, S)  
City of Fernandina Beach, Florida\* (W, S)  
City of Jacksonville Beach, Florida\* (E, G, W, S)  
City of Lake City, Florida\* (G, W, S)  
City of Live Oak, Florida\* (G, W, S)  
City St. Cloud, Florida\* (W, S)  
Gulf Coast Electric Cooperative, Inc.\* (E)  
Kissimmee Utility Authority (E)  
Peace River Electric Cooperative, Inc. (E)  
Sumter Electric Cooperative, Inc. (E)  
Sun 'N Lake of Sebring Improvement District (W, S)  
Suwannee Valley Electric Cooperative, Inc.  
Talquin Electric Cooperative, Inc. (E, W, S)  
Town of Altha, Florida\*  
Withlacoochee River Electric Cooperative, Inc. (E)

### Governmental Experience

#### Municipalities

City of Atlantic Beach, Florida\*  
City of Belleview, Florida\*  
City of Crestview, Florida  
City of Deltona, Florida\*  
City of Dunnellon, Florida\*  
City of Fernandina Beach, Florida\*  
City of Jacksonville Beach, Florida\*  
City of Jacob City, Florida  
City of Lake City, Florida\*  
City of Live Oak, Florida\*  
City of Leesburg, Florida\*  
City St. Cloud, Florida\*  
Town of Altha, Florida\*

### Special Districts

Dog Island Conservation District  
Children's Services Council of Leon County  
Florida Court Clerks and Comptroller  
Florida Courts E-Filing Authority  
Northwest Florida Water Management\*  
Quincy-Gadsden Airport Authority  
Withlacoochee Regional Water Supply

### Counties

Alachua County, Florida\*  
Bradford County, Florida\*  
Citrus County, Florida \*  
Flagler County, Florida\*  
Gadsden County, Florida\*  
Hardee County, Florida\*  
Liberty County, Florida  
Nassau County, Florida  
Sarasota County, Florida  
Wakulla County, Florida

\*OMB Circular A-133 or Uniform Guidance Single Audits and/or Florida Single Audits  
(E)—Electric (G)—Natural Gas (W)—Water (S)—Sewer

# Ryan M. Tucker, CPA

## CPE Credits

Mr. Tucker is in full compliance with the continuing educational requirements set forth under U.S. Government Accountability Office (GAO), *Government Auditing Standards*. A list of the relevant continuing professional education for the past three years follows:

### 2023

- ▶ BDO USA – SA 2023 Single Audit Planning Trends and Issues
- ▶ BDO USA – SA 2023 Reporting Compliance Requirements Trends and Issues
- ▶ BDO USA – SA 2023 Major Program Determination
- ▶ Surgent McCoy CPE, LLC – Florida Ethics for PCAs (ETFL)
- ▶ FGFOA 2023 Annual Conference – GASB Hot Topics
- ▶ FGFOA 2023 Annual Conference – GASB Update
- ▶ FGFOA 2023 Annual Conference – ARPA and Single Audit Update
- ▶ FGFOA 2023 Annual Conference – Auditor General and Department of Financial Services Update
- ▶ FGFOA 2023 Annual Conference – Financial Reporting Complexities in Local Government
- ▶ FGFOA 2023 Annual Conference – Internal Controls and Fraud in the Remote Environment
- ▶ FGFOA 2023 Annual Conference – Opening General Session
- ▶ FGFOA 2023 Annual Conference – ACFR 101 Where to Start
- ▶ FGFOA 2023 Annual Conference – Common Audit Findings
- ▶ FGFOA 2023 Annual Conference – Legislative Update
- ▶ FGFOA 2023 Annual Conference – Public Records Requests and The Sunshine Law
- ▶ FGFOA 2023 Annual Conference – How to Pass Your Single Audit
- ▶ PGC – SAS 145 Understanding the Entity and its Environment and Assessing the Risks of Material Misstatement
- ▶ PGC – Examination Engagements (in Conjunction with and Audit
- ▶ PGC – CaseWare Connector
- ▶ PGC – The 58<sup>th</sup> Annual Southern Federal Tax Institute
- ▶ PGC – SAS 142 Audit Evidence
- ▶ PGC – Quality Control and Peer Review
- ▶ PGC – Mastering Soft Skills for Workplace Success
- ▶ PGC – Governmental Accounting 101 and GASB 34 Conversions
- ▶ PGC - SAS 143 Auditing Accounting Estimates
- ▶ FGFOA The Big Bend Chapter – Quarterly Meeting/Economic Update

### 2022

- ▶ PGC – Winter Tax CPE
- ▶ FGFOA Big Bend – Internal Controls Update
- ▶ FGFOA – GASB 87 and 96 Updates
- ▶ FGFOA Conference – Common Audit Findings
- ▶ FGFOA Conference – ARPA and CARES Act
- ▶ FGFOA Conference – Common Financial Reporting Mishaps from the GFOA COA Award
- ▶ FGFOA Conference – Single Audit Update
- ▶ FGFOA Conference – Financial Reporting Complexities in Local Governments
- ▶ FGFOA Conference – GASB Hot Topics
- ▶ FGFOA Conference – Legislative Update
- ▶ FGFOA Conference – GASB 87
- ▶ FGFOA Conference – GASB Update
- ▶ FGFOA Conference – Intro to Governmental Accounting
- ▶ FGFOA Conference – Auditor General and Department of Financial Services Update
- ▶ Florida Electric Cooperative Conference – FEMA Update
- ▶ Florida Electric Cooperative Conference – NRECA, Categories of Work Defined by FEMA and BRIC
- ▶ Florida Electric Cooperative Conference – Power South, Joint Procurement Program
- ▶ Florida Electric Cooperative Conference – CoBank Economy, Interest Rates, and Inflation
- ▶ Florida Electric Cooperative Conference – CFC, EV Challenges
- ▶ Florida Electric Cooperative Conference – Purvis Gray Auditing and Accounting Issues
- ▶ Florida Electric Cooperative Conference – Seminole EC, Natural Gas Markets
- ▶ Florida Electric Cooperative Conference – Federated, Cybersecurity Insurance
- ▶ Florida Electric Cooperative Conference – NRECA Benefits Update
- ▶ FGFOA Big Bend Chapter – Auditor General Update
- ▶ Florida Electric Cooperatives Association – FECAFA - Human Resource Conference
- ▶ FGFOA Big Bend – Education and Chapter Meeting

### 2021

- ▶ Purvis Gray Lunch and Learn Series – Depreciation
- ▶ Purvis Gray Winter CPE Series
- ▶ FGFOA 2021 Conference Auditing Governmental
- ▶ FGFOA 2021 Personal Development
- ▶ FGFOA 2021 Specialized Knowledge
- ▶ Surgent McCoy CPE Florida Ethics for CPAs
- ▶ FECA – FDEM Overview of FEDM Program
- ▶ FECA – Gulf Coast EC Lessons Learned from Hurricane Michael
- ▶ FECA – Economy, Interest Rates and Inflation
- ▶ FECA – Utility Scale Solar and Batter Storage
- ▶ PGC – Personal Growth - Communication



# MICHAEL S. SANDSTRUM, CPA, CISA, CISM, CITP, CDPSE

IT Audit Director



## CONTACT INFORMATION

Sarasota, Florida  
(941) 907-0350  
[msandstrum@purvisgray.com](mailto:msandstrum@purvisgray.com)

## PROFILE

### Education

Auburn University  
2002, Master of Business Administration (Graduated with Honors)  
Wichita State University  
1976, BA, Business Administration in Accounting (with a Minor in Political Science)

### Professional Credentials

CPA License – AC39388 (Florida)  
CPA License – 2087 (Mississippi)  
Certified Information Systems Auditor (CISA)  
Certified Information Security Manager (CISM)  
Certified Information Technology Professional (CITP)  
Certified Data Privacy Solutions Engineer (CDPSE)

### Professional Affiliations

American Institute of CPAs (AICPA)  
Florida Institute of CPAs (FICPA)  
Information Systems Audit and Control Association (ISACA)  
Florida Government Finance Officers Association (FGFOA)

### Previous Employers, 1977-2017

AuditWerx – Tampa, FL  
CS&L CPAs – Bradenton, FL  
Moody-Price, LLC – Baton Rouge, LA  
Heavy Quip – Jackson, MS  
Horton and Associates CPAs – Jackson, MS

**Years Auditing Information Systems: 46**

**Years with Firm: 6**

## PROFESSIONAL PROFILE

Michael has extensive experience in accounting, auditing, IT auditing, security management, and consulting, both in public accounting and private industry sectors. He has held positions as Technology Director, Senior Audit Manager, Tax Manager, Programmer, Systems Analyst, Chief Information Officer, and IT Audit Manager. In addition, Michael has performed SOX internal auditing, managed numerous SOC 1 and SOC 2 engagements, Attestation engagements, as well as GAAS financial audit risk assessments.

Michael is responsible for IT risk assessment/audit function for Purvis Gray. This responsibility includes conducting the IT risk assessments for school boards, counties, municipalities, and not-for-profit organizations. In addition, he is responsible for managing SOC 1 and SOC 2 engagements for cloud organizations, data centers, and a child support processor for the State of Florida.

## TECHNICAL EXPERTISE

SOC 2 Type 1 and Type 2	FISMA
SOC 1 Type 1 and Type 2	NIST
SOC Readiness Engagements	Financial and IT Controls
Information Technology General Controls Examinations	HIPAA
DHSMV David System Examinations	GLBA
Client Development	COBIT
IT Security Controls Auditing	Business Processes Analysis
IT SOX Auditing	Data Mining & Reporting
Industry Experience:	EDI/XML
Healthcare	Cloud Integration
Local Governments	Security Management & Compliance
Banking	IDEA Audit and Data Analytics Software
Claims Processing	AS/400
Manufacturing	Linux
Distribution	Mainframe
Cloud Providers	Windows
Data Centers	SQL
Non-Profit	Oracle
Information Security – Consulting	CaseWare Audit Software
Privacy Assessments and Consulting	Citrix
Risk Assessments	ERP Systems
Agreed Upon Procedures	

# Michael S. Sandstrum, CPA, CISA, CISM, CITP, CGMA, CDPSE

## CPE Credits

Mr. Sandstrum is in full compliance with the continuing educational requirements set forth under U.S. Government Accountability Office (GAO), *Government Auditing Standards*. A list of the relevant continuing professional education for the past three years follows:

### 2023

- ▶ AICPA Town Hall Series – Specialized Knowledge
- ▶ AICPA Town Hall – Trends and Best Practices in Cybersecurity
- ▶ ISACA – The State of Privacy 2023
- ▶ Surgent – What You Need to Know About ASC 842, Leases
- ▶ ISACA – Using COBIT 2019 to Develop an IT Audit Plan Webinar
- ▶ ISACA – Unlocking Data Driven Decisioning for Security Operations
- ▶ Surgent McCoy CPE, LLC – Florida Ethics for CPAs (ETFL)
- ▶ AICPA – FCPA Overview, Case Studies, and How to Leverage Data Analytics to Identify High Risk Transactions
- ▶ BDO USA – What to Know: Recent Changes to SOC 1 Guide
- ▶ FGFOA 2023 Annual Conference – GASB Hot Topics
- ▶ FGFOA 2023 Annual Conference – GASB Update
- ▶ FGFOA 2023 Annual Conference – Benefits of Moving to the Cloud
- ▶ FGFOA 2023 Annual Conference – Economic Update
- ▶ FGFOA 2023 Annual Conference – Internal Controls and Fraud in the Remote Environment
- ▶ FGFOA 2023 Annual Conference – Opening General Session
- ▶ FGFOA 2023 Annual Conference – Common Audit Findings
- ▶ FGFOA 2023 Annual Conference – Legislative Update
- ▶ FGFOA 2023 Annual Conference – Update on the Latest Banking Technologies
- ▶ FGFOA 2023 Annual Conference – Cybersecurity in the Remote Environment
- ▶ AuditBoard – Navigating the A1 Act Preparing for the Challenges of the Latest EU Regulations
- ▶ ISACA – Time Matters Proactively Prepare for and Respond Faster to Business Disruptions
- ▶ ISACA – Virtual Summit 2023: Building a Viable Cybersecurity Program
- ▶ PGC – SAS 145 Understanding the Entity and its Environment and Assessing the Risks of Material Misstatements
- ▶ PGC – Examination Engagements (in Conjunction with an Audit)
- ▶ PGC – CaseWare Connector
- ▶ PGC – SAS 142 Audit Evidence
- ▶ PGC – Quality Control and Peer Review
- ▶ PGC – Mastering Soft Skills for Workplace Success
- ▶ PGC – Governmental Accounting 101 and GASB 34 Conversions
- ▶ PGC – SAS 143 Auditing Accounting Estimates
- ▶ PGC – Developing and Using Analytics in an Audit
- ▶ PGC – SOC Reports (Use in an Audit)
- ▶ PGC Winter Session

### 2022

- ▶ AICPA – Town Hall Series
- ▶ ISACA – Virtual Summit Data Protection in an Evolving World on Demand
- ▶ ISACA – Bringing Privacy to the Security Table
- ▶ ISACA – Security Through Maturity: A Framework for Comprehensive Cloud Infrastructure Security Strategy
- ▶ FGFOA – Legislative Review
- ▶ AICPA – Cyber Breach: Choose Your Own Response
- ▶ AuditBoard – Third-Party Risk Management - What You Don't Know Today Can Hurt You
- ▶ AuditBoard – Continuous Monitoring at Scale: The Future of Security Compliance
- ▶ AuditBoard – Opportunity Knocks: Turning Digital Risk into Your Competitive Advantage
- ▶ BDO – What Asset Management Professionals Need to Know About System and Organization Controls Reports
- ▶ ISACA – Software Composition Analysis for Managing Security and Licensing Risks
- ▶ FGFOA – Cybersecurity for Operations Based Departments
- ▶ FGFOA – Common Audit Findings
- ▶ FGFOA – ARPA and CARES Act Funding
- ▶ FGFOA – Financial Reporting Complexities in Local Governments
- ▶ FGFOA – GASB Hot Topics
- ▶ FGFOA – Legislative Update
- ▶ FGFOA – Prepare to Be Positive
- ▶ FGFOA – Intro to Governmental Accounting
- ▶ FGFOA – Auditor General and Department of Financial Services Update

### 2021

- ▶ Surgent McCoy CPE Florida Ethics for CPAs (ETFL)
- ▶ ISACA Mitigating the Security Risks of a Remote Workforce During a Crisis
- ▶ ISACA Risk Management in Action 4 Key Pillars for Achievable Resilience
- ▶ ISACA Data Protection for Cloud-First Organizations
- ▶ BDO USA General Day 1, Day 2, and Day 3 Sessions
- ▶ BDO USA Adding Value to the Board Hot Topics in Governance
- ▶ BDO USA Single Audit Surprises and Other Matters
- ▶ BDO USA ASC 740 Accounting for Current Events and Other Practice Matters
- ▶ FGFOA GASB Update
- ▶ FGFOA Economic Update Planning for a Post Pandemic Futures
- ▶ FGFOA Common Audit Findings
- ▶ FGFOA Introduction to Governmental Accounting
- ▶ FGFOA Auditor General and Department of Financial Services Update
- ▶ FGFOA Legislative Update
- ▶ FGFOA Creating Efficiencies for Internal Audits
- ▶ FGFOA Providing Government Services in a Remote World
- ▶ FGFOA Financial Reporting Complexities in Local Governments
- ▶ FGFOA Debt Financing Options Used for Public Infrastructure
- ▶ FGFOA Disaster Recovery How Do You Solve the Hurricane Problem
- ▶ FGFOA Disaster Recovery Accounting and Single Audit Aspects
- ▶ FGFOA Florida Open Financial Statement System Getting Ready for 2022



# PEARCE F. HOGAN, CPA

Audit Manager



## CONTACT INFORMATION

Sarasota, Florida  
(941) 907-0350  
[phogan@purvisgray.com](mailto:phogan@purvisgray.com)

## PROFILE

### Education

University of Central Florida  
2017, BS, Accounting

### Professional Credentials

CPA License – AC55424  
Member of AICPA and FICPA

### Community Involvement

Solve Maternity Homes  
Board Member, 2022 – Present  
Finance Committee Member,  
2022 – Present

Years in Accounting: 6

Years with Firm: 6

## EXPERIENCE SERVING CLIENTS

### Utility Experience

City of Fort Meade, Florida (E, W, S)  
City of Mount Dora, Florida (E, W, S)  
City of Williston, Florida (E, W, S)  
Peace River Manasota Regional Water Supply Authority (W)  
Peace River Electric Cooperative, Inc. (E)  
Utilities Commission of New Smyrna Beach (E, W, S)  
City of Williston, Florida (E, W, S)  
City of Winter Springs, Florida (W, S)  
Withlacoochee River Electric Cooperative, Inc. (E)

### Governmental Experience

#### *Municipalities*

City of Alachua, Florida  
City of Atlantic Beach, Florida  
City of Gainesville, Florida\*  
City of Fernandina Beach, Florida\*  
City of Fort Meade, Florida\*  
City of Frostproof, Florida  
City of Mount Dora, Florida  
Town of Orange Park, Florida  
City of Sarasota, Florida\*  
City of Williston, Florida  
City of Winter Springs, Florida

#### *Counties*

Alachua County, Florida, Board of County Commissioners\*  
Alachua County, Florida, Constitutional Officers  
Bradford County, Florida, Supervisor of Elections  
Bradford County, Florida, Board of County Commissioners\*  
DeSoto County, Florida, Board of County Commissioners\*  
DeSoto County, Florida, Constitutional Officers  
Nassau County, Florida, Board of County Commissioners\*

#### *School Board Experience*

Alachua County District School Board  
Charlotte County School Board  
Clay County District School Board\*  
Clayton County District Board of Education (GA)\*

\*OMB Circular A-133 or Uniform Guidance Single Audits and/or Florida Single Audits  
(E)—Electric (G)—Natural Gas (W)—Water (S)—Sewer

# Pearce F. Hogan, CPA

## CPE Credits

Mr. Hogan is in full compliance with the continuing educational requirements set forth under U.S. Government Accountability Office (GAO), *Government Auditing Standards*. A list of the relevant continuing professional education for the past three years follows:

### 2023

- ▶ FGFOA Nature Coast Chapter – GASB 96
- ▶ FGFOA Nature Coast Chapter – Government Accounting Complexities
- ▶ FGFOA Nature Coast Chapter – Treasury Investments, Fixed Income
- ▶ FGFOA Nature Coast Chapter – Arbitrage Rebate and Post Issuance Compliance
- ▶ FGFOA Nature Coast Chapter – Liquidity Solutions
- ▶ BDO USA – What You Need to Know to Audit Provider Relief Funds - Latest Developments
- ▶ BDO USA – NFP 2022: Recent Changes in Risk Assessment Methodology
- ▶ BDO USA – Government Accounting and Auditing Update Q1 2023
- ▶ BDO USA – Navigating Provider Relief Funds for For-Profit Organizations
- ▶ Becker – 2023 Entity Specific Tax Update
- ▶ Becker – Enterprise Risk Management in the Federal Government OMB Circular A-123
- ▶ FSFOA 2023 Spring Conference – GASB Update
- ▶ FSFOA 2023 Spring Conference – Government Fraud, Waste, and Abuse
- ▶ FSFOA 2023 Spring Conference – Preparing the AFR Forms ESE 348 and ESE 145
- ▶ FSFOA 2023 Spring Conference – Florida Department of Education Update
- ▶ FSFOA 2023 Spring Conference – Auditor General Update
- ▶ FSFOA 2023 Spring Conference – Audit Readiness
- ▶ FSFOA 2023 Spring Conference – Grant Reporting and the Single Audit
- ▶ FSFOA 2023 Spring Conference – Legislative Update
- ▶ FSFOA 2023 Spring Conference – Rating Agency
- ▶ FSFOA 2023 Spring Conference – Identifying the Red Flags of Fraud
- ▶ FSFOA 2023 Spring Conference – How to Implement GASB 96 and Maintain Compliance
- ▶ FSFOA 2023 Spring Conference – Internal School Audits
- ▶ FSFOA 2023 Spring Conference – GASB 34 The Long and Short of IT
- ▶ Becker Professional Education – Fraud and Abuse in Non-Profit and Government Environments
- ▶ Becker Professional Education – Federal Government Contracting - Contract Fraud
- ▶ Becker Professional Education – An Introduction
- ▶ Becker Professional Education – GASB Disclosure Framework Issued
- ▶ Becker Professional Education – Single Audit Quality Focus on Designing & Performing Test of Control & Compliance
- ▶ Becker Professional Education – Yellow Book Single Audit Update
- ▶ Becker Professional Education – Yellow Book Examination Engagements
- ▶ PGC Winter Session

### 2022

- ▶ Surgent McCoy – Understanding Cryptocurrency (CCUR)
- ▶ BDO – NFP: Yellow Book (GAGAS) Update
- ▶ BDO – NFP: GASB 84 - Fiduciary Activities - Implementation Discussion
- ▶ BDO – NFP: Cash Management
- ▶ BDO – NFP: Single Audit Approach - What to Do When the CFDA is Not in the Matrix
- ▶ BDO – Banking School 2020 Sessions 1, 2, 3, 4, and 6
- ▶ BDO – Overview of Single Audit Requirements and Available Resources
- ▶ BDO – Quarterly 1 Government Accounting and Auditing Update
- ▶ BDO – NFP: Quarterly 1 Education Technical Accounting and Auditing Update
- ▶ FGFOA – Single Audit Update
- ▶ FGFOA – Financial Reporting Complexities in Local Governments
- ▶ FGFOA – GASB Hot Topics
- ▶ FGFOA – GASB 87
- ▶ FGFOA – GASB Update
- ▶ FGFOA – Auditor General and Department of Financial Services Update
- ▶ CPAAcademy.org – The Fundamentals of ASC 842 Compliance

### 2021

- ▶ BDO USA 2021 Alliance USA Conference
- ▶ Surgent McCoy CPE Florida Ethics for CPAs (ETFL)
- ▶ FGFOA – Disaster Recovery Accounting and Single Audit Aspects
- ▶ FGFOA – Florida Open Financial Statement System - Getting Ready for 2022
- ▶ FGFOA – Comprehensive Annual Financial Report - Tips and Tricks to Ensure Timely and Accurate Reporting
- ▶ FGFOA – Debt: Financing Options Used for Public Infrastructure
- ▶ FGFOA – Financial Reporting Complexities in Local Governments
- ▶ FGFOA – Retirement Plans Best Practices
- ▶ FGFOA – Creating Efficiencies for Internal Control Audits
- ▶ FGFOA – Legislative Update
- ▶ FGFOA – Lies, Lies, and Economic Forecasts
- ▶ FGFOA – Providing Government Services in a Remote World
- ▶ FGFOA – Auditor General and Department of Financial Services Update
- ▶ FGFOA – Common Audit Findings
- ▶ FGFOA – Introduction to Governmental Accounting
- ▶ FGFOA – GASB Hot Topics
- ▶ FGFOA – GASB Update





# KEN C. LEE, CPA

Audit Supervisor

PURVIS  
GRAY

## CONTACT INFORMATION

Sarasota, Florida  
(941) 907-0350  
[klee@purvisgray.com](mailto:klee@purvisgray.com)

## PROFILE

### Education

University of Pittsburgh  
University of South Florida  
1999, BA, Business  
2009, MBA – MIS, Finance,  
Management  
2015, BA, Accounting

### Professional Credentials

CPA License – AC54137  
Member of FICPA and FGFOA  
Member of FGFOA Southwest Chapter

### Community Involvement

Impact Academy in Seffner, Florida  
Advisory Board Member, 2014 - Present  
Healthy Start Coalition of Sarasota County  
Treasurer, 2022 - Present  
FGFOA Technical Resource and Legislative  
Committee Member, 2022  
FICPA Committees, 2021 - 2022  
Employee Benefits Conference  
State and Local Government  
University of South Florida  
Accounting Conference

Years in Accounting: 16

Years with Firm: 8

## SPEAKER/INSTRUCTOR

*Public Speaker on the Following Topics:*

Single Audit  
Tourist Development Tax  
Auditing Budgets

## EXPERIENCE SERVING CLIENTS

### Utility Experience

Peace River Electric Cooperative, Inc. (E)  
Peace River Manasota Regional Water Supply Authority (W)  
Utilities Commission, City of New Smyrna Beach (E, W, S)  
Withlacoochee River Electric Cooperative, Inc. (E)

### Governmental Experience

#### *Municipalities*

City of Bartow, Florida\*  
City of Deltona  
City of Fort Meade, Florida  
City of Sarasota, Florida\*  
City of Crestview, Florida\*

#### *Counties*

Alachua County Board of County Commissioners  
Desoto County, Florida, Board of County Commissioners\*  
DeSoto County, Florida, Clerk of the Circuit Court  
DeSoto County, Florida, Sheriff  
DeSoto County, Florida, Supervisor of Elections  
Gadsden County, Florida, Sheriff  
Hernando County, Florida, Board of County Commissioners\*  
Hernando County, Florida, Clerk of Circuit Court and Comptroller  
Hernando County, Florida, Property Appraiser  
Hernando County, Florida, Tax Collector  
Hernando County, Florida, Sheriff  
Nassau County Clerk of the Circuit Court and Comptroller

#### *School Board Experience*

Charlotte County School Board\*  
Clay County District School Board\*  
Clayton County Board of Education (GA)\*  
Hernando County School Board

#### *Other Governmental Entities*

Florida Court Clerks and Comptrollers, and State Department of Revenue  
Florida Courts E-Filing Authority  
Lakewood Ranch Community Development Districts, Florida (Special District)  
Lehigh Acres Municipal Services Improvement District (Special District)  
University of Florida Transportation and Parking Services  
Bartow Municipal Airport Development Authority\* (Special District)

\*OMB Circular A-133 or Uniform Guidance Single Audits and/or Florida Single Audits  
(E)—Electric (G)—Natural Gas (W)—Water (S)—Sewer



# Ken C. Lee, CPA

## CPE Credits

Mr. Lee is in full compliance with the continuing educational requirements set forth under U.S. Government Accountability Office (GAO), *Government Auditing Standards*. A list of the relevant continuing professional education for the past three years follows:

### 2023

- ▶ FGFOA Nature Coast Chapter – GASB 96
- ▶ FGFOA Nature Coast Chapter – Government Accounting Complexities
- ▶ FGFOA Nature Coast Chapter – Treasury Investments, Fixed Income
- ▶ FGFOA Nature Coast Chapter – Arbitrage Rebate and Post Issuance Compliance
- ▶ FGFOA Nature Coast Chapter – Liquidity Solutions
- ▶ BDO USA – EBP Part I (A&A)
- ▶ BDO USA – EBP Part III
- ▶ Becker Professional Education – Bank Crisis: Treasury Response and Update
- ▶ Surgent McCoy CPE, LLC – Florida Ethics for CPAs (ETFL)
- ▶ BDO USA – SA 2023 Period of Performance Applicability and Testing
- ▶ BDO USA – Determining and Designing Testing for Applicable Compliance Requirements
- ▶ FGFOA 2023 Annual Conference – GASB Hot Topics
- ▶ FGFOA 2023 Annual Conference – GAS Update
- ▶ FGFOA 2023 Annual Conference – ARPA and Single Audit Update
- ▶ FGFOA 2023 Annual Conference – Auditor General and Department of Financial Services Update
- ▶ FGFOA 2023 Annual Conference – Financial Reporting Complexities in Local Government
- ▶ FGFOA 2023 Annual Conference – Internal Controls and Fraud in the Remote Environment
- ▶ FGFOA 2023 Annual Conference – Opening General Session
- ▶ FGFOA 2023 Annual Conference – ACFR 101 Where to Start
- ▶ FGFOA 2023 Annual Conference – Common Audit Findings
- ▶ FGFOA 2023 Annual Conference – Legislative Update
- ▶ FGFOA 2023 Annual Conference – Truth in Millage What Is It and Why Is It Important
- ▶ FGFOA 2023 Annual Conference – How to Pass Your Single Audit
- ▶ BDO USA – Non-Profit Leases Industry Specific Issues and Lessons Learned
- ▶ BDO USA – CECL For Non-Profits
- ▶ BDO USA – Contributed Non-Financial Assets - Lessons Learned
- ▶ FECA Conference
- ▶ PGC Winter Session

### 2022

- ▶ Surgent McCoy – Understanding Cryptocurrency (CCUR)
- ▶ AICPA – Town Hall Series
- ▶ BDO – Top Challenges for Non-Profits in the Current Environment
- ▶ BDO – Quarterly 2 Government Accounting and Auditing Update
- ▶ BDO – The Internal Auditor of the Future
- ▶ BDO – 2022 EBP - Update Series Part II
- ▶ FGFOA – Bond Issuance and Lease Management
- ▶ BDO – NFP: GASB 87 Leases - Statement Overview and Implementation Considerations
- ▶ BDO – NFP: A User's Guide to Performing Component Unit Determinations
- ▶ BDO – NFP: Common Accounting Issues in State and Local Government
- ▶ BDO – NFP: Foundation of Indirect Costs - What You Need to Know
- ▶ FGFOA – Auditor General and Department of Financial Services Update
- ▶ FGFOA – GASB Hot Topics
- ▶ FGFOA – GASB Update
- ▶ FGFOA – Opening General Session - Prepare to Be Positive
- ▶ FGFOA – ARPA and CARES Act Funding
- ▶ FGFOA – Common Financial Reporting Mishaps from the GFOA COA Award
- ▶ FGFOA – Single Audit Update
- ▶ FGFOA – Financial Reporting Complexities in Local Governments
- ▶ FGFOA – Fraud in Florida
- ▶ FGFOA – Common Audit Findings
- ▶ BDO – Basics of Auditing and Reporting Functional Expense
- ▶ BDO – OMB Compliance Supplement - What's New
- ▶ BDO – Auditing Stimulus Funding
- ▶ FGFOA – Internal Controls and Fraud Prevention
- ▶ BDO – Amplify Conference - 10 New Trends Impacting Leadership and Marketing

### 2021

- ▶ BOD New Auditing Standards and Amendments Effective for Year-End 2020 Audits
- ▶ BDO Yellow Book Focus on CPE
- ▶ BDO ASC 606 Revenue from Contracts with Customers Practice Matters
- ▶ BDO Revised Yellow Book What You Need to Know
- ▶ BDO Yellow Book Focus on Independence
- ▶ BDO USA Stimulus Funding Compliance Audit Update
- ▶ BDO USA What's Happening with International Financial Reporting Standards
- ▶ BDO USA Effective Use of SOC 1 Reports in EBP Audit Engagements
- ▶ FGFOA Accounting for Leases GASB 87
- ▶ BDO 2021 EBP Update Parts 1, 2, 3, and 4
- ▶ BDO USA ERISA Update
- ▶ BDO USA Yellow Book Update and Practice Issues
- ▶ BDO USA Impact of New ISQM Standards on Firms Systems of Quality Management
- ▶ BDO USA GASB Update and Practice Issues
- ▶ BDO USA Performing Preparation Compilations Reviews Engagements SSARS 101
- ▶ Surgent McCoy CPE Florida Ethics for CPAs (ETFL)



# VANESSA L. (CARLUCCIO) NEWCOMB, CPA

Senior Auditor



## CONTACT INFORMATION

Sarasota, Florida  
(941) 907-0350  
[vcarluccio@purvisgray.com](mailto:vcarluccio@purvisgray.com)

## PROFILE

### Education

University of South Florida  
2022, Master of Accountancy  
2021, BS, Accounting

### Professional Credentials

CPA License – AC60154

Years in Accounting: 4

Years with Firm: 4

## EXPERIENCE SERVING CLIENTS

### Utility Experience

Peace River Manasota Regional Water Supply Authority (W)  
DeSoto County, Florida, Board of County Commissioners (W, S)  
Lehigh Acres Municipal Services Improvement District (W)  
Withlacoochee River Electric Cooperative, Inc. (E)  
Peace River Electric Cooperative, Inc. (E)  
City of Fort Meade, Florida (E, G, W, S)  
City of Bartow, Florida (E, W, S)

### Special Districts

Bartow Municipal Airport Development Authority\*  
Lakewood Ranch Community Development Districts  
Lakewood Ranch Inter-District Authority  
Lehigh Acres Municipal Services Improvement District\*  
Peace River Manasota Regional Water Supply Authority\*  
The Villages Community Development Districts

### Governmental Experience

#### *Municipalities*

City of Bartow, Florida\*  
City of Fort Meade, Florida\*  
City of Winter Springs, Florida  
City of Frostproof, Florida  
City of Sarasota, Florida\*  
City of Gainesville, Florida\*

#### *Counties*

Desoto County, Florida, Board of County Commissioners\*  
Desoto County, Florida, Constitutional Officers  
Bradford County, Florida, Board of County Commissioners\*  
Bradford County, Florida, Constitutional Officers

#### *School Board Experience*

Charlotte County District School Board\*  
Clayton County District School Board\*

\*OMB Circular A-133 or Uniform Guidance Single Audits and/or Florida Single Audits  
(E)—Electric (G)—Natural Gas (W)—Water (S)—Sewer

# VANESSA L. (CARLUCCIO) NEWCOMB, CPA

## CPE Credits

Ms. (Carluccio) Newcomb is in full compliance with the continuing educational requirements set forth under U.S. Government Accountability Office (GAO), *Government Auditing Standards*. A list of the relevant continuing professional education for the past three years follows:

2023

- ▶ FGFOA Nature Coast Chapter – GASB 96 FGFOA Conference (Instructor Credit)
- ▶ FGFOA Nature Coast Chapter – Government Accounting Complexities
- ▶ FGFOA Nature Coast Chapter – Treasury Investments, Fixed Income
- ▶ FGFOA Nature Coast Chapter – Arbitrage Rebate and Post Issuance Compliance
- ▶ FGFOA Nature Coast Chapter – Liquidity Solutions
- ▶ BDO USA – SA 2023 Single Audit Planning Trends and Issues
- ▶ BDO USA – SA 2023 Yellow Book Trends and Issues
- ▶ BDO USA – SA 2023 Determining and Designing Testing for Applicable Compliance Requirements
- ▶ BDO USA – SA 2023 Single Audit Sampling for Compliance Requirement Latest Issues and Trends
- ▶ FGFOA 2023 Annual Conference – GASB Hot Topics
- ▶ FGFOA 2023 Annual Conference – GASB Update
- ▶ FGFOA 2023 Annual Conference – ARPA and Single Audit Update
- ▶ FGFOA 2023 Annual Conference – Auditor General and Department of Financial Services Update
- ▶ FGFOA 2023 Annual Conference – Financial Reporting Complexities in Local Government
- ▶ FGFOA 2023 Annual Conference – Internal Controls and Fraud in the Remote Environment
- ▶ FGFOA 2023 Annual Conference – Opening General Session
- ▶ FGFOA 2023 Annual Conference – ACFR 101 Where to Start
- ▶ FGFOA 2023 Annual Conference – Common Audit Findings
- ▶ FGFOA 2023 Annual Conference – Legislative Update
- ▶ FGFOA 2023 Annual Conference – Truth in Millage What Is It and Why Is It Important?
- ▶ FGFOA 2023 Annual Conference – How to Pass Your Single Audit
- ▶ PGC Winter Conference
- ▶ BDO – Single Audit Update Q4
- ▶ BDO – Quarterly Government Accounting and Auditing Update Q4

2022

- ▶ CPAAcademy.org – The Fundamentals of ASC 842 Compliance

2021

- ▶ PGC – Depreciation
- ▶ PGC – Accrual to Cash Conversion and SE Health Insurance
- ▶ PGC – Section 199A, Roth Conversions and Reporting the Sale of Assets
- ▶ PGC – Fox It Training
- ▶ CPAAcademy.org – Key Upcoming GASB Pronouncements
- ▶ CPAAcademy.org – SOC Reporting: What Is It, and Who Can Benefit?
- ▶ PGC – Audit Staff Training
- ▶ BDO Alliance – Assurance Experienced Associate Day 1
- ▶ BDO Alliance – Assurance Experienced Associate Day 2
- ▶ BDO Alliance – Assurance Experienced Associate Day 3
- ▶ BDO Alliance – Assurance Experienced Associate Day 4
- ▶ BDO Alliance – Assurance Experienced Associate Day 5
- ▶ BDO USA – OMB Compliance Supplement Overview
- ▶ PGC – Personal Growth Series - Time Management

**4—Similar Engagements with Other Governmental Entities**

**References**

The following references have been provided in the Required Forms section of this proposal. All requested information has been listed on the reference forms provided in your RFP.

- ▶ Desoto County
- ▶ Withlacoochee Regional Water Supply Authority
- ▶ Lehigh Acres Municipal Services Improvement District
- ▶ Florida Municipal Power Agency

**Governmental Experience**

Audits we **currently** perform for governmental-type clients are listed on the next few pages. These audits were conducted in accordance with *Government Auditing Standards*, with Federal and State Single Audits performed, when applicable.

**Special Districts**

- ▶ Alachua County Library District
- ▶ Bartow Municipal Airport Development Authority
- ▶ Children’s Trust of Alachua County
- ▶ Dog Island Conservation District
- ▶ Florida Gas Utility
- ▶ Florida Municipal Power Agency
- ▶ Gainesville-Alachua County Regional Airport Authority
- ▶ Kissimmee Utility Authority
- ▶ Lakewood Ranch Community Development Districts (Made up of 6 Special Districts)
- ▶ Lehigh Acres Municipal Services Improvement District
- ▶ Peace River Manasota Regional Water Supply Authority
- ▶ The Villages Community Development Districts (Made up of 21 Special Districts)
- ▶ Utilities Commission, City of New Smyrna Beach
- ▶ Withlacoochee Regional Water Supply Authority

**Water, Sewer, and Gas Utilities**

- ▶ City of Alachua
- ▶ City of Jacksonville Beach
- ▶ City of St. Cloud
- ▶ City of Atlantic Beach
- ▶ Lehigh Acres Municipal Services Improvement District
- ▶ Town of Orange Park
- ▶ City of Bartow
- ▶ City of Live Oak
- ▶ Utilities Commission New Smyrna Beach
- ▶ City of Belleview
- ▶ Nassau County
- ▶ Village Center Community Development District & Affiliates, The Villages
- ▶ Town of Bronson
- ▶ City of Neptune Beach
- ▶ City of Williston
- ▶ City of Bushnell
- ▶ City of Newberry
- ▶ Withlacoochee Regional Water Supply Authority, Dade City
- ▶ DeSoto County
- ▶ City of Oviedo
- ▶ City of Deltona
- ▶ City of Ocala
- ▶ Florida Gas Utility, Gainesville
- ▶ Peace River Manasota Regional Water Supply Authority
- ▶ City of Fort Meade

**Rural Electric Cooperatives**

- ▶ Central Florida Electric Cooperative, Inc., Chiefland
- ▶ Peace River Electric Cooperative, Inc., Wauchula
- ▶ Choctawhatchee Electric Cooperative, Inc., DeFuniak Springs
- ▶ Sumter Electric Cooperative, Inc., Sumterville
- ▶ Gulf Coast Electric Cooperative, Inc., Wewahitchka
- ▶ Talquin Electric Cooperative, Inc., Quincy
- ▶ Lee County Electric Cooperative, Inc., North Ft. Myers
- ▶ Withlacoochee River Electric Cooperative, Inc., Dade City

**Electric Utilities**

- ▶ City of Alachua
- ▶ City of Bartow
- ▶ City of Bushnell
- ▶ Central Florida Electric Cooperative, Inc.
- ▶ Choctawhatchee Electric Cooperative, Inc.
- ▶ Florida Municipal Power Association
- ▶ City of Fort Meade
- ▶ City of Green Cove Springs
- ▶ Gulf Coast Electric Cooperative, Inc.
- ▶ City of Jacksonville Beach
- ▶ Kissimmee Utility Authority
- ▶ City of Newberry
- ▶ City of Ocala
- ▶ Peace River Electric Cooperative, Inc.
- ▶ City of St. Cloud
- ▶ Sumter Electric Cooperative, Inc.
- ▶ Talquin Electric Cooperative, Inc.
- ▶ City of Williston
- ▶ Withlacoochee Electric Cooperative, Inc.
- ▶ Utilities Commission New Smyrna Beach

**Municipalities**

- ▶ City of Alachua—(ACFR)
- ▶ City of Atlantic Beach
- ▶ City of Bartow
- ▶ City of Belleview—(ACFR)
- ▶ Town of Bronson
- ▶ City of Bushnell—(ACFR)
- ▶ City of Cedar Key
- ▶ City of Center Hill
- ▶ City of Crestview
- ▶ City of Dade City
- ▶ City of Deltona—(ACFR)
- ▶ City of Eustis—(ACFR)
- ▶ City of Fort Meade
- ▶ City of Frostproof
- ▶ City of Gainesville—(ACFR)
- ▶ City of Green Cove Springs
- ▶ City of Jacksonville Beach—(ACFR)
- ▶ City of Kissimmee
- ▶ City of Live Oak
- ▶ City of Newberry—(ACFR)
- ▶ City of Neptune Beach
- ▶ City of Ocala—(ACFR)
- ▶ City of Ocoee—(ACFR)
- ▶ Town of Orange Park
- ▶ City of Oviedo—(ACFR)
- ▶ Town of Reddick
- ▶ City of St. Cloud—(ACFR)
- ▶ City of Williston
- ▶ City of Winter Springs

**Counties**

- ▶ Alachua County—(ACFR)
- ▶ DeSoto County
- ▶ Gadsden County
- ▶ Marion County—(ACFR)
- ▶ Nassau County—(ACFR)

**School Boards**

- ▶ Alachua County District School Board
- ▶ Charlotte County District School Board
- ▶ Citrus County District School Board
- ▶ Clay County School Board
- ▶ Hernando County School Board—(ACFR)
- ▶ Lake County District School Board—(ACFR)
- ▶ Leon County School Board
- ▶ Levy County District School Board
- ▶ Marion County School Board—(ACFR)
- ▶ The Villages Charter School, Inc.

**5—Audit Approach**

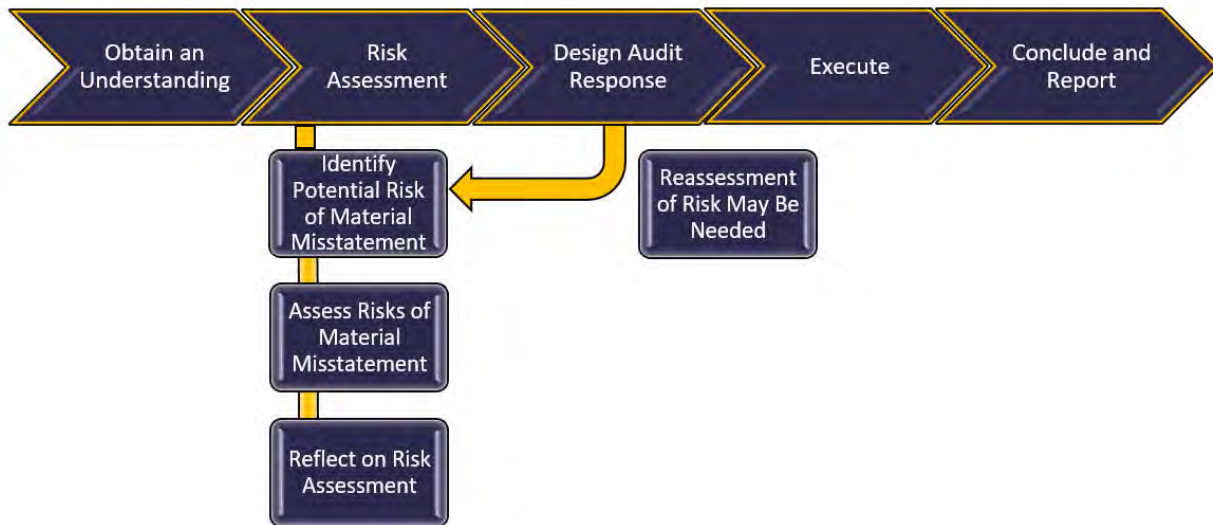
**Understanding Scope of Services**

We have read your Scope of Services, Exhibit A in its entirety and give you our express commitment to meet or exceed the performance and time specifications contained therein.

We will perform a financial and compliance audit on the basic financial statements as required by Sections 11.45, 189.06, and 218.39, Florida Statutes, the *Federal Single Audit Act* and *Florida Single Audit Act*, for the years ending September 30, 2024 through September 30, 2028. In addition, we understand that the Authority may require assistance for drafting and formatting of the financial statements and footnotes, which will be conformed to the provisions of GASB and related requirements. We will be available to attend regular Board of Directors meetings to discuss the audit.

**Audit Methodology**

As required by audit standards, our audit methodology is a *risk-based approach*. This methodology focuses the audit resources on the areas where risks of fraud, irregularities, or financial statement errors are most likely to occur. It emphasizes a top-down approach that considers the “big picture” and the details based on our risk assessment. The audit process can be further broken down into the following steps:



**Obtain an Understanding**

- ▶ Inquiries with management and those charged with governance.
- ▶ Understand the Authority’s objectives, strategies, risks, and environment.
- ▶ Understand internal controls.
- ▶ Evaluate sources both inside and outside the Authority.
- ▶ Preliminary analytical review.
- ▶ Retrospective review.

**Risk Assessment**

*Identify Potential Risk of Material Misstatement*

- ▶ Perform walkthroughs.
- ▶ Understand the Authority’s process and flow of transactions.
- ▶ Assess likelihood and magnitude for potential risk of material misstatement.
- ▶ Identify relevant controls and scope in IT environment.
- ▶ Assess the design and implementation of relevant controls.
- ▶ Determine the operating effectiveness of relevant controls.

*Assess Risks of Material Misstatement*

- ▶ Scope the engagement.
- ▶ Consider complexity of the Authority, applicable financial reporting framework, and relevant risks.

*Reflect on Risk Assessment*

- ▶ Holistic view of the undertaken judgment process.
- ▶ Consider any information omitted.
- ▶ Determine reasonableness of conclusion.
- ▶ Consider materiality.

*Design Audit Response*

- ▶ Test controls.
- ▶ Substantive analytical procedures.
- ▶ Data analytics test.
- ▶ Other substantive procedures.

*Execute*

Utilize technologies, automation, and data analytics, such as:

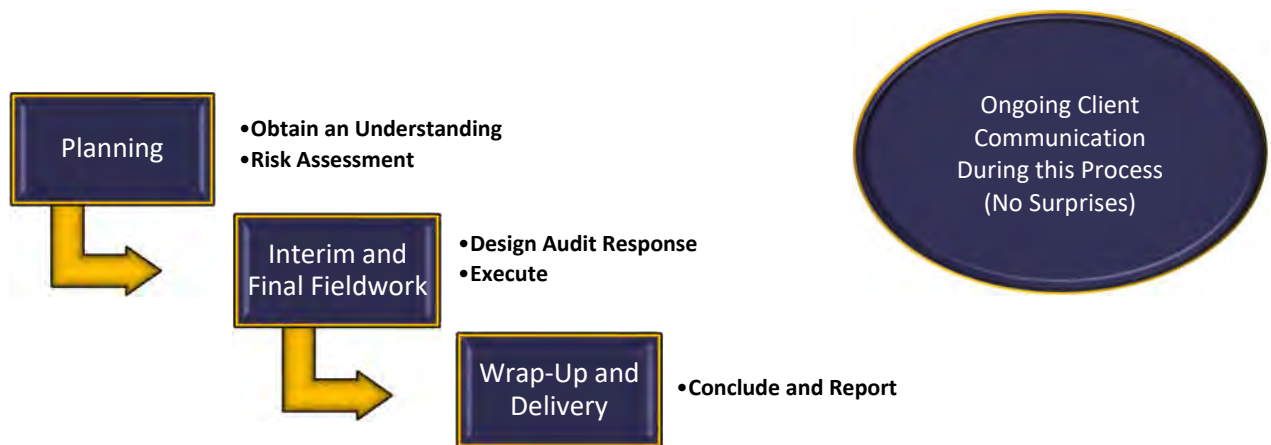
- ▶ Suralink
- ▶ CaseWare
- ▶ IDEA
- ▶ Thomson Reuters PPC Checkpoint Tools
- ▶ Engagement level automations

*Conclude and Report*

- ▶ Evaluate evidence.
- ▶ Consider effects of potential misstatement.
- ▶ Final analytical review.
- ▶ Share content with those charges with governance.
- ▶ Issue management letter and auditor reports.
- ▶ Issue report to those charged with governance.

**Work Plan**

The audit will be broken down into the following three time phases:





## Planning and Interim Work (June/July)

One of our firm's goals is to perform as much audit work as possible during interim fieldwork. This allows us to better schedule our annual workload, and also minimizes the pressure on your staff to maintain timetables and meet deadlines after year-end. In addition, it permits the earliest possible identification and resolution of accounting and auditing issues. Interim work and planning would include the following steps:

Upon engagement as auditors for the Authority, we would:

- Schedule meeting with Finance and Budget Senior Manager and key office personnel to discuss potential new audit issues, timing of interim audit procedures, and schedule for year-end fieldwork. Entrance conference will take place by May 31, 2024.
- Create Suralink Dynamic Request List (list of all schedules and documents to be provided by the Authority) for preliminary fieldwork by June 30, 2024.

Preliminary fieldwork will be conducted in June/July 2024, and we will:

- Review and update documentation of the Authority's current operating systems, budget, organizational charts, Master Water Supply Contract, inter-local agreement, internal controls, data processing controls and operations, financial reports, Board minutes, and regulatory correspondence, etc. Determine preliminary materiality limits and assess control risk.
- Review the Authority's current federal and state financial award programs. Identify major programs and related compliance requirements, plan approach for internal control and compliance testing in accordance with the Uniform Guidance and the Florida Department of Financial Services' *State Projects Compliance Supplement*.
- Review and assess the Authority's fraud prevention and detection system.
- Establish estimated time requirements by functional area.
- Prepare preliminary audit programs.
- Perform preliminary analytical review procedures to identify high risk areas.
- Review unusual significant transactions during the audit period.
- Perform test of controls over disbursements and payroll as considered necessary.
- Perform tests of compliance with grant provisions for major federal awards and state projects.
- Review new bond offerings or loan agreements, if any.
- Review capital project expenditures, to-date.
- Test original budgets and amendments, to-date.
- Identify and resolve new or unusual accounting and auditing issues.
- Arrange for preparation of audit correspondence, including confirmations.
- Update Suralink with request list for year-end fieldwork.
- Conduct progress conferences, if needed, with the Finance and Budget Senior Manager.

### Final Fieldwork (November/December)

Procedures performed during year-end fieldwork would include the following:

- Conduct entrance conferences at commencement of final year-end fieldwork in November/December 2024.
- Obtain year-end trial balances and import them into our paperless audit documentation system. Assign mapping codes to new accounts and run side-by-side financial statement combinations (this allows us to concentrate on financial statement balances and classifications).
- Conduct and complete audit fieldwork—sampling, vouching, complete internal control tests, compliance tests and substantive tests.
- Complete Single Audit—internal control and compliance tests.
- Perform wrap-up analytical procedures:
  - Financial statement level comparison to prior year balances;
  - Financial statement level comparison of actual revenue and expenses vs. budget; and
  - Financial condition assessment (as required by Auditor General).
- Review subsequent events.
- Exit conference on the last day of fieldwork with the Finance and Budget Senior Manager to summarize results of fieldwork, identify key issues, and review significant findings and suggestions for improvement.

### Wrap-Up/Presentation (January/February)

Procedures performed subsequent to year-end fieldwork would include the following:

- Hold any additional exit conferences as requested by the Authority.
- Internal reviews of draft financial statements and notes prepared by Finance Department and comparison to audit workpapers and audited trial balances.
- Provide draft recommendations, revisions, and suggestions for improvement to the Finance and Budget Senior Manager by January 15, 2025.
- Prepare and deliver draft Auditor’s Reports to the Authority by January 15, 2025.
- Perform Purvis Gray independent (in-house) review of Authority’s ACFR, assisting where applicable.
- Attend Board meeting when ACFR is presented for acceptance in February 2025.
- Deliver final Auditor’s Reports by February 28, 2025.

#### Staff Level

The following table shows the estimated annual hours at each staffing level.

Hours By Segment	Planning and Interim	Final	Wrap-Up	Total
Partner	10	20	20	50
Director/Manager	15	25	20	60
Supervisor	15	30	15	60
Senior/Staff	20	40	10	70
<b>Total</b>	<b>60</b>	<b>115</b>	<b>65</b>	<b>240</b>

## Internal Control

During the preliminary phase of the audit, we will perform procedures to obtain an understanding of the Authority’s controls. Understanding the internal control will include review and documentation of the Authority’s control environment, risk assessment system, information and communication system, monitoring activities, and control activities. Based upon this understanding, we will assess control risk. The controls in high-risk audit areas assessed at below maximum control risk will be further documented and tested. Areas assessed at maximum control risk will be tested through substantive means and analytical review.

## Analytical Procedures

Analytical procedures will be used extensively on this engagement. Initial applications will be used in general planning to improve Purvis Gray’s understanding of operations and to identify areas for increased attention. Analytical procedures will also be used to facilitate the development of the audit program.

During the audit fieldwork, analytical procedures will be used as substantive tests to significantly reduce or eliminate certain tests of details. Analytical procedures will be used in the following and other audit areas:

- ▶ Payroll
- ▶ Revenues and Receivables
- ▶ Inventories
- ▶ Other Expenditures

## Approach to Statistical Sampling

Statistical sampling will be used on this engagement and will be coordinated with other audit procedures to achieve audit objectives in the most efficient manner possible. Statistical sampling will be used in relation to audit procedures for:

- ▶ Tests of Controls
- ▶ Substantive Tests of Transactions and Account Balances
- ▶ Tests of Compliance with Laws and Regulations
- ▶ Attribute Sampling (e.g., census data)

All sampling will be performed in accordance with the 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; Uniform Guidance; Chapter 10.550, *Rules of the Auditor General*; and State Department of Financial Services, *State Projects Compliance Supplement*.

## Approach to the Single Audit

Procedures specific to testing of major federal and state programs are as follows:

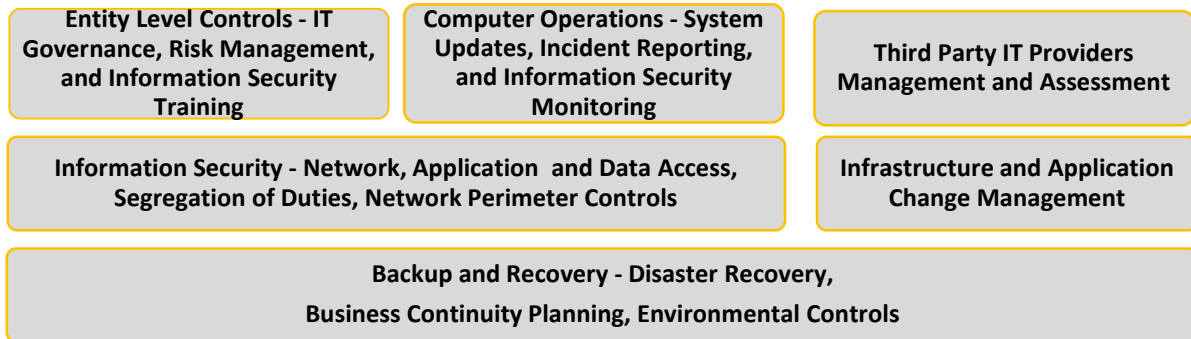
- ▶ Determine if the Authority has \$750,000 of federal or state expenditures during the audit period, which would require a federal or state single audit.
- ▶ Determine if the Authority qualifies as a “low risk” auditee to determine percentage of federal assistance required to be audited.
- ▶ Classify expenditures between Type A and Type B programs based on calculated threshold.
- ▶ Review prior findings, if any, and assess inherent risk to identify major federal or state programs to be detail audited using risk-based approach.

- ▶ Test internal controls over direct and material compliance requirements for all major programs based upon the OMB *Compliance Supplement* or the *State Projects Compliance Supplement*.
- ▶ Review grant agreements for all major programs, confirm with grantor agency various information related to programs selected for testing, including the amount paid during the current audit period, and other relevant items.
- ▶ Reconcile expenditures reported on the SEFA to the underlying accounting records. Audit grant revenues and expenditures charged to grant programs to ensure allowability and that indirect costs are properly charged.
- ▶ Review the SEFA and related notes and ensure the information agrees to supporting accounting records and audit work performed.
- ▶ Prepare the auditor’s report on the SEFA and the auditor’s report on compliance and internal control over each major program.
- ▶ Prepare the Summary Schedule of Findings and Questioned Costs.
- ▶ Prepare or assist in the preparation and filing of the Data Collection Form with the Federal Audit Clearinghouse and prepare the auditor’s certification of the submission.

The work above will be performed by a Single Audit specialist on the engagement team and may vary based upon the specific programs selected for testing and the unique compliance features of each.

**Assessment of IT Controls**

As part of the financial audit process, auditing standards require the auditor to gain an understanding of the IT environment, including the Information Technology General Controls, which includes determining suitability of design and whether the control is implemented. The following are various types of IT General Controls that typically are evaluated as part of the financial audit process:



Our IT Auditors will work with your IT professionals to evaluate the IT General Controls relevant to your financial applications that are key to the financial audit to advise and assist in the type, timing, and degree of testing performed by the audit team. This is usually accomplished through a questionnaire and checklist to be completed by your IT personnel followed up by interviews, inspection, and testing as deemed necessary by our IT Auditors. **It is not uncommon for our IT Auditors to offer valuable formal or informal recommendations to further mature and refine your IT General Controls as a result of this process.** The familiarity we gain from completing this work, which is required for your financial audit, will also make us very familiar with your IT platforms, ERP, and all other aspects of your IT. This is helpful in the event that we may be of further service beyond the Financial Audit in any areas of IT Consulting and Assessment services that we offer.

**Audit Technology Utilized**

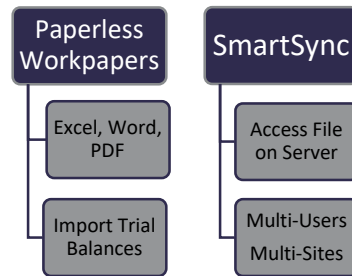
Purvis Gray values security and strives to protect data provided by the Authority. Our auditor’s laptops are encrypted and communications between the auditor and Purvis Gray’s servers are performed over a secure VPN connection. The following are the various computer audit software tools used by Purvis Gray:



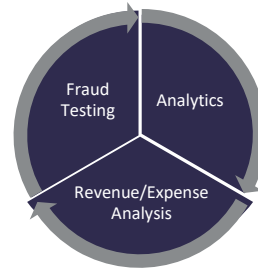
Suralink’s Dynamic Request List is Integrated with a Secure File Hosting System for Seamless Document-Coordination Between the Client and the Auditor



*Paperless Audit Engagement Software System - CaseWare Working Papers and SmartSync*



Computer-Assisted Audit Techniques (CAATs) Software – CaseWare’s IDEA with SmartAnalyzer and Excel



Research and Audit Checklists, Worksheets, Programs, Letters – Thomson Reuters PPC Checkpoint Tools

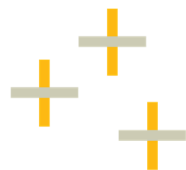
Research, Reference Materials, Checklists, Audit Programs, Practice Aids PPC Checkpoint Tools

**Remote Auditing Capabilities**

*Technology tools, such as our CaseWare paperless audit system, Citrix ShareFile client portal, and Suralink to ensure secure file sharing and document request coordination, facilitate timely completion of a high quality audit, either on-site or remotely.* Regardless of our locations, Purvis Gray has the technical ability to complete your audit remotely (or partially remote) without any limitations. This has allowed us the flexibility to offer fully-remote or hybrid (remote and on-site) audits to our clients without a loss of audit quality or efficiency, while maintaining appropriate safeguards over the security of our client’s data. **Based on our experience working with the Authority and the proximity of our Sarasota (Lakewood Ranch) office to your main office, we anticipate continuing to perform the interim and final audit work on-site at your location.**



# REQUIRED FORMS



**PURVIS GRAY**  
CERTIFIED PUBLIC ACCOUNTANTS

**Appendix A**  
**Proposer Guarantees**

1. The proposer certified it can and will provide and make available, at a minimum, all services set forth in the RFP Scope of Services.

Signature of Official: 

Name (typed): Timothy M. Westgate, CPA

Title: Partner

Firm: Purvis, Gray and Company, LLP

Date: March 1, 2024



**Appendix B**  
**Proposer Warranties**

- A. Proposer warrants that it is willing and able to comply with State of Florida laws with respect to foreign (non-Florida) corporations.
- B. Proposer warrants that it is willing and able to obtain an errors and omissions insurance policy and professional liability insurance policy providing a prudent amount of coverage for the willful or negligent acts, or omissions of any officers, employees or agents thereof.
- C. Proposer warrants that it will not delegate or subcontract its responsibilities under an agreement without the express prior written permission of the Authority.
- D. Proposer warrants that all information provided by it in connection with this proposal is true and accurate.

Signature of Official: 

Name (typed): Timothy M. Westgate, CPA

Title: Partner

Firm: Purvis, Gray and Company, LLP

Date: March 1, 2024

**Appendix C**  
**Schedule of All Inclusive Prices**  
**For the Audit of the Fiscal Year 2024 – Fiscal Year 2028 Financial Statements**

	<b>Total All Inclusive Price</b>
2024	\$40,000
2025	\$42,000
2026	\$44,000
2027	\$46,250
2028	\$48,500
<b>Extension 1</b>	\$51,000
<b>Extension 2</b>	\$53,500

**Rates for Additional Professional Services**

<b>Staff Level</b>	<b>Hourly Rate</b>
Partners	\$225
Managers	\$200
Supervisory Staff	\$175
Staff Level	\$150
Other (specify) <b>Para</b>	\$125

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 Timothy M. Westgate, CPA, Partner  
(Print individual's name and title)

for Purvis, Gray and Company, LLP  
(Print name of entity submitting sworn statement)

whose business address is 5001 Lakewood Ranch Blvd. Suite 101, Sarasota, Florida 34240

and (if applicable) its Federal Employer Identification Number (FEIN) is 59-0548468  
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_).

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

a) A predecessor or successor of a person convicted of a public entity crime; OR

b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in management of an entity.

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

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.

*Tim M. Westgate*

(Signature)

STATE OF FLORIDA

COUNTY OF MARION

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 1 day of March, 2024 by Timothy M. Westgate, Partner (name of officer or agent, title of officer or agent) of Purvis, Gray and Company, LLP (name of Firm company acknowledging), a Florida (state or place of incorporation) ~~corporation~~ limited liability partnership, on behalf of the corporation. He/she is personally known to me or has produced \_\_\_\_\_ (type of identification) as identification.

*Stephanie D. McCoy*

Notary Public

*Stephanie D. McCoy*

Name typed, printed or stamped

My Commission Expires: May 24, 2027













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

**Affidavit**

I hereby certify that Purvis, Gray and Company, LLP (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 Purvis, Gray and Company, LLP (Contract holder) proof of registration in the E-Verify system is attached to this Affidavit.

*Tim M Westgate* 3-1-24  
Signature Date  
Timothy M. Westgate, CPA, Partner  
Print Name

STATE OF FLORIDA  
COUNTY OF MARION

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 1 day of March, 2024 by Timothy M. Westgate, Partner (name of officer or agent, title of officer or agent) of Purvis, Gray and Company, LLP (name of Firm company acknowledging), a Florida (state or place of incorporation) limited liability partnership ~~corporation~~, on behalf of the ~~corporation~~ limited liability partnership. He/she is personally known to me or has produced \_\_\_\_\_ (type of identification) as identification.



*Stephanie D. McCoy*  
Notary Public  
Stephanie D. McCoy  
Name typed, printed or stamped

My Commission Expires: May 24, 2027

## E-VERIFY PARTICIPATION

everify.usds.gov/section/company/profile

### My Company Account

## My Company Profile

### Company Information

**Company Name**

Purvis, Gray and Company, LLP

**Company ID**

710399

**Employer ID Number**

590548468

**DUNS Number**

---

**NAICS Code**

541

**Subsector**

Professional, Scientific, and Technical Services

**Doing Business As (DBA)**

---

**Enrollment Date**

09/12/2013

**Unique Entity Identifier (UEI)**

---

**Total Number of Employees**

100 to 499

**Sector**

Professional, Scientific, and Technical Services



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/25/2023

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).

<b>PRODUCER</b> McGriff-Williams Insurance 3501-A W. University Ave Gainesville FL 32607	<b>CONTACT NAME:</b> Heidi Tapanes <b>PHONE (A/C No. Ext):</b> 352-371-7977 <b>E-MAIL ADDRESS:</b> heidi@mcgriffwilliams.com	<b>FAX (A/C, No):</b> 352-505-2083	
	<b>INSURER(S) AFFORDING COVERAGE</b>		
<b>INSURED</b> Purvis Gray & Co., LLP and Purvis Gray Tech. Group LLC PO Box 141270 Gainesville FL 32614	PURVI-1	<b>INSURER A:</b> Allied Property and Casualty <b>INSURER B:</b> General Star Indemnity <b>INSURER C:</b> Technology Insurance Company <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	<b>NAIC #</b> 42579 42376

**COVERAGES**

CERTIFICATE NUMBER: 921252859

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:	Y	Y	ACBPOC5915521854	5/31/2023	5/31/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y		ACBPOC5915521854	5/31/2023	5/31/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y		ACPCAP5915521854	5/31/2023	5/31/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	TWC4246763	5/31/2023	5/31/2024	<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
B	Professional			82254756	9/21/2023	9/21/2024	\$5,000,000

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

**CERTIFICATE HOLDER****CANCELLATION**
 Informational Purposes Only  
 \*\*\*\*\*  
 \*\*\*\*\*

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**  
**BOARD OF DIRECTORS MEETING**  
*April 3, 2024*

**CONSENT AGENDA**  
**ITEM 6**

**Piggyback on Charlotte County Contract with Sanders Laboratories, Inc.  
for Laboratory Services**

---

**Recommended Action -**

**Motion** to approve piggybacking on Charlotte County’s Contract with Sanders Laboratories, Inc. for Laboratory Services and authorization for the Executive Director to execute an Agreement for these services.

The Authority requires ongoing water quality analytical services associated with our water treatment, storage, distribution, and monitoring operations. The Authority utilizes outside laboratory services for various analytical and permit compliance needs. We have one existing outside laboratory (Benchmark EnviroAnalytical, Inc.) under contract for these services and believe adding a second laboratory is prudent to support continuity in the Authority operations. Staff recommends piggybacking on Charlotte County’s contract with Sanders Laboratories as a back-up to the current lab contract with Benchmark EA. Charlotte County completed a competitive selection process for laboratory services for the County Utilities Department in 2023, selecting Sanders Laboratories, Inc. to provide these services. The Charlotte County’s contract term is effective January 1, 2024, and shall remain in full force and effect through and including September 30, 2025.

Section 189.4221 Florida Statutes, and the Authority’s Procurement Policy allows the Authority, as a Special District to “piggyback” on contracts from other local government, municipality or other Special Districts for commodities and contractual services if the following requirements are met:

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

Considering the record of excellent service, local service provider and comparability with historical analytical costs, the staff recommendation is to piggyback on the recent Charlotte County contract with Sanders Laboratories, Inc. for laboratory services.

**Budget Action:** No action needed.

**Attachments**

Tab A: Staff Memorandum Supporting Contract with Sanders Laboratories, Inc.

Tab B: Contract Between Authority and Sanders Laboratories, Inc. for Laboratory Services.

Tab C: Vendor Agreement to Piggy-Back Contract Arrangement.

Tab D: Charlotte County Bid and Contract Documents for Laboratory Services.

**TAB A**

Staff Memorandum Supporting Contract with Sanders Laboratories, Inc.

## MEMORANDUM

**DATE:** April 3, 2024  
**TO:** Mike Coates, Executive Director  
**THROUGH:** Richard Anderson, Deputy Director  
**FROM:** Shalina Odegard, Water Resources & Planning Manager  
**RE:** Contract with Sanders Laboratories, Inc. for Laboratory Services

---

### **Recommendation**

Recommend approval for piggybacking on Charlotte County's Contract with Sanders Laboratories, Inc. of Nokomis and Fort Myers, Florida for laboratory services, and authorization for the Executive Director to execute an Agreement for these services.

### **Background**

The Authority utilizes outside laboratory services for various analytical and permit compliance needs. We have one existing outside laboratory (Benchmark EnviroAnalytical, Inc.) under contract for these services and believe adding a second laboratory is prudent to support continuity in the Authority operations. Staff recommends piggybacking on Charlotte County's contract with Sanders Laboratories as a back-up to the current lab contract with Benchmark EA. Access to these services is necessary for our regulatory compliance submittals and it supports our daily water supply operations. During the last twelve (12) years, the Authority has consistently used the "piggyback" contract process for procurement of certified state drinking water laboratory services. All local governments that we have piggybacked with utilize a procurement process similar to the Authority, complying with all requirements of the State of Florida. Using the piggyback process for these contract services saves considerable staff time and has historically yielded very competitive prices, while facilitating consistency in sample analysis, rapid turn-around times, and very good quality service from a local owned company.

Considering the historically excellent service, local service provider and comparability with historical analytical costs, the staff recommendation is to piggyback on the recent Charlotte County contract with Sanders Laboratories, Inc. for laboratory services.



**TAB B**

Contract Between Authority and Sanders Laboratories, Inc. for Laboratory Services



January 24, 2024

Mike Coates, P.G.  
Executive Director for PRMRWSA

Re: Charlotte County Utilities Bid # 24-113 Piggyback

Mr. Coates,

This letter shall serve as notification that Sanders Laboratories will allow PRMRWSA to piggyback on our Charlotte County Utilities Water Quality Analysis Contract # 24-113.

This document will also serve as a Contract between Sanders Laboratories and PRMRWSA with the Terms and Conditions set forth in CCU Bid # 24-113

Jeff Walsh

A handwritten signature in blue ink, appearing to read "Jeff Walsh", with the date "1-27-24" written below it.

Operations Manager  
Sanders Laboratories

Mike Coates, P.G.

Executive Director  
PRMRWSA



# Charlotte County Government

"To exceed expectations in the delivery of public services."

www.CharlotteCountyFL.gov

January 11, 2024

Jeff Walsh  
Sanders Laboratories, Inc.  
1050 Endeavor Court  
Nokomis, FL 34275

**RE: NOTICE OF ACCEPTANCE**

Dear Mr. Walsh:

This letter shall serve as notification of official acceptance by the Board of County Commissioners of award of Bid #24-113, Water Quality Analysis -Utilities – Annual Contract, submitted by Sanders Laboratories, Inc., to provide water testing services, on an "as needed" basis. The acceptance of your Bid Form, properly executed by an author representative of the company, constitutes a binding contract.

Your signature below represents your concurrence with, and acceptance of the terms set forth in this letter and Bid Form submitted by your Company, on October 30, 2023. Accordingly, purchase orders will be issued on an as needed basis throughout the term of the contract. Payment shall be made based on the unit prices in your bid forms and in accordance with the Prompt Payment Act of the Florida State Statutes.

The contract shall become active effective as of January 1, 2024, and shall remain in full force and effect through and including September 30, 2025.

If you have any questions or concerns, please do not hesitate to contact Alisa True, Senior Contract Specialist, at 941.743.1549.

Sincerely,

Kimberly A. Corbett, C.P.M., CPPB  
Senior Division Manager - Purchasing

ACCEPTED:

Date:

1/11/24

Cc: File  
KAC/at

**PURCHASING**

18500 Murdock Circle, Suite 344 | Port Charlotte, FL 33948  
Phone: 941.743.1374 | Fax: 941.743.1384

**TAB C**  
Vendor Agreement to Piggy-Back Contract Arrangement



January 24, 2024

Mike Coates, P.G.  
Executive Director for PRMRWSA

Re: Charlotte County Utilities Bid # 24-113 Piggyback

Mr. Coates,

This letter shall serve as notification that Sanders Laboratories will allow PRMRWSA to piggyback on our Charlotte County Utilities Water Quality Analysis Contract # 24-113.

This document will also serve as a Contract between Sanders Laboratories and PRMRWSA with the Terms and Conditions set forth in CCU Bid # 24-113

Jeff Walsh

A handwritten signature in blue ink, appearing to read "Jeff Walsh", with the date "1-27-24" written below it.

Operations Manager  
Sanders Laboratories

Mike Coates, P.G.

Executive Director  
PRMRWSA



# Charlotte County Government

*"To exceed expectations in the delivery of public services."*

www.CharlotteCountyFL.gov

January 11, 2024

Jeff Walsh  
Sanders Laboratories, Inc.  
1050 Endeavor Court  
Nokomis, FL 34275

**RE: NOTICE OF ACCEPTANCE**

Dear Mr. Walsh:

This letter shall serve as notification of official acceptance by the Board of County Commissioners of award of Bid #24-113, Water Quality Analysis -Utilities – Annual Contract, submitted by Sanders Laboratories, Inc., to provide water testing services, on an "as needed" basis. The acceptance of your Bid Form, properly executed by an author representative of the company, constitutes a binding contract.

Your signature below represents your concurrence with, and acceptance of the terms set forth in this letter and Bid Form submitted by your Company, on October 30, 2023. Accordingly, purchase orders will be issued on an as needed basis throughout the term of the contract. Payment shall be made based on the unit prices in your bid forms and in accordance with the Prompt Payment Act of the Florida State Statutes.

The contract shall become active effective as of January 1, 2024, and shall remain in full force and effect through and including September 30, 2025.

If you have any questions or concerns, please do not hesitate to contact Alisa True, Senior Contract Specialist, at 941.743.1549.

Sincerely,

Kimberly A. Corbett, C.P.M., CPPB  
Senior Division Manager - Purchasing

ACCEPTED:

Date:

1/11/24

Cc: File  
KAC/at

**PURCHASING**

18500 Murdock Circle, Suite 344 | Port Charlotte, FL 33948  
Phone: 941.743.1374 | Fax: 941.743.1384





# Charlotte County Government

*"To exceed expectations in the delivery of public services."*

[www.CharlotteCountyFL.gov](http://www.CharlotteCountyFL.gov)

January 19, 2024

Peace River Manasota Regional Water Supply Authority  
8998 SW County Road 769  
Arcadia, FL 34269

Attn: Shalina Odegard

Dear Ms. Odegard:

Per your request, please accept this letter as authorization from Charlotte County for the Peace River Manasota Regional Water Supply Authority to "piggyback" Bid #24-113, Water Quality Analysis – Utilities - Annual Contract. It is understood that Peace River Manasota Regional Water Supply Authority will establish its own contract with the successful bidder(s), place its own orders, be invoiced therefrom and make its own payments to the successful bidder in accordance with the terms of the contract established between the Peace River Manasota Regional Water Supply Authority and the successful bidder. It is also hereby mutually understood and agreed that Charlotte County is not a legally bound party to any contractual agreement made between a successful bidder and any local entity other than Charlotte County Board of County Commissioners.

If you have any questions, please feel free to contact the Charlotte County Purchasing Division at 941-743-1374.

Sincerely,

*Alisa True for*

Kimberly A. Corbett, C.P.M., CPPB  
Senior Division Manager – Purchasing

/at

## **PURCHASING**

18500 Murdock Circle, Suite 344 | Port  
Charlotte, FL 33948  
Phone: 941.743.1374 | Fax: 941.743.1384



**TAB D**  
Charlotte County Bid and Contract Documents for Laboratory Services



# Charlotte County Government

"To exceed expectations in the delivery of public services."

www.CharlotteCountyFL.gov

January 11, 2024

Jeff Walsh  
**Sanders Laboratories, Inc.**  
1050 Endeavor Court  
Nokomis, FL 34275

RE: **NOTICE OF ACCEPTANCE**

Dear Mr. Walsh:

This letter shall serve as notification of official acceptance by the Board of County Commissioners of award of Bid #24-113, Water Quality Analysis -Utilities – Annual Contract, submitted by Sanders Laboratories, Inc., to provide water testing services, on an "as needed" basis. The acceptance of your Bid Form, properly executed by an author representative of the company, constitutes a binding contract.

Your signature below represents your concurrence with, and acceptance of the terms set forth in this letter and Bid Form submitted by your Company, on October 30, 2023. Accordingly, purchase orders will be issued on an as needed basis throughout the term of the contract. Payment shall be made based on the unit prices in your bid forms and in accordance with the Prompt Payment Act of the Florida State Statutes.

The contract shall become active effective as of January 1, 2024, and shall remain in full force and effect through and including September 30, 2025.

If you have any questions or concerns, please do not hesitate to contact Alisa True, Senior Contract Specialist, at 941.743.1549.

Sincerely,

Kimberly A. Corbett, C.P.M., CPPB  
Senior Division Manager - Purchasing

ACCEPTED:

  
Date: 1/11/24

Cc: File  
KAC/at

## PURCHASING

18500 Murdock Circle, Suite 344 | Port Charlotte, FL 33948  
Phone: 941.743.1374 | Fax: 941.743.1384



Charlotte County Purchasing Division  
18500 Murdock Circle, Suite 344  
Port Charlotte, Florida 33948-1094

Phone 941.743.1378  
Fax 941.743.1384

## NOTICE OF AVAILABILITY OF BID SPECIFICATIONS

REQUEST FOR BIDS  
CHARLOTTE COUNTY, FLORIDA

The County of Charlotte will be receiving sealed bids at the Purchasing Division, Suite 344, Charlotte County Administration Center, 18500 Murdock Circle, Port Charlotte, FL 33948-1094, for:

**BID NO. 2024000113**  
**WATER QUALITY ANALYSIS – UTILITIES - ANNUAL CONTRACT**

This is an annual contract for the procurement of water testing services to be utilized by the Charlotte County Utilities Department.

There will be no Pre-Bid Conference for this Project. Bidders are requested to email any project related questions to [Alisa.True@CharlotteCountyFl.gov](mailto:Alisa.True@CharlotteCountyFl.gov).

**BID OPENING: 2:00 p.m., OCTOBER 8, 2023**  
**PURCHASING DIVISION CONFERENCE ROOM**

Bid Documents may be obtained by accessing the Charlotte County Purchasing Division's website at <https://purchasingbids.charlottecountyfl.gov> under "Purchasing Bids Online", document number 241132. Any questions can be answered by contacting Alisa L. True, CPPB, Senior Contract Specialist at 941.743.1549 or email: [Alisa.True@CharlotteCountyFl.gov](mailto:Alisa.True@CharlotteCountyFl.gov).

**OPTIONAL ELECTRONIC BID SUBMISSIONS:** If your firm would like to submit your bid electronically, please visit <http://bit.ly/3TYAyKa> and follow given instructions.

Notice of Availability  
Posted: October 26, 2023



Charlotte County Purchasing Division  
18500 Murdock Circle, Suite 344  
Port Charlotte, Florida 33948-1094

Phone 941.743.1378  
Fax 941.743.1384

### STATEMENT OF NO BID

If you **do not** intend to bid on this commodity/service, please return this form to the above address immediately. If this statement is not completed and returned, your company may be deleted from the Charlotte County Vendors' list for this commodity/service.

We the undersigned, have declined to bid on requested commodity/service **BID #2024000113, WATER QUALITY ANALYSIS – UTILITIES – ANNUAL CONTRACT**, for the following reason(s):

- \_\_\_\_\_ Specifications too "tight", i.e. geared toward one brand or manufacturer only (explain below).
- \_\_\_\_\_ Insufficient time to respond to the Invitation to Bid.
- \_\_\_\_\_ We do not offer this product or service.
- \_\_\_\_\_ Our schedule would not permit us to perform.
- \_\_\_\_\_ Unable to meet bond/insurance requirements.
- \_\_\_\_\_ Unable to meet specifications.
- \_\_\_\_\_ Specifications are unclear (explain below).
- \_\_\_\_\_ Remove us from your vendors' list for this commodity/service.
- \_\_\_\_\_ Other (specify below).

Remarks: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Company Name: \_\_\_\_\_

Contact Person (typed or printed): \_\_\_\_\_

Contact Person Signature: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**Note:** Statement of No Bid may be emailed to [Alisa.True@CharlotteCountyFl.gov](mailto:Alisa.True@CharlotteCountyFl.gov).

**TABLE OF CONTENTS**  
**WATER QUALITY ANALYSIS – UTILITIES – ANNUAL CONTRACT**  
**BID NO. 2024000113**

<b>Notice of Availability</b>	<b>1</b>
<b>"No Bid" Response Page</b>	<b>2</b>
<b>Table of Contents</b>	<b>3</b>
<b>INSTRUCTIONS TO BIDDERS</b>	<b>4-8</b>
<b>TECHNICAL SPECIFICATIONS &amp; CONDITIONS</b>	<b>9-15</b>
<b>INSURANCE REQUIREMENTS</b>	<b>16-17</b>
<b>SAFETY AND HEALTH REQUIREMENTS</b>	<b>18-19</b>
<b>BID FORM</b>	<b>20-26</b>
<b>ATTACHMENTS A</b>	<b>27</b>

**INSTRUCTIONS TO BIDDERS**  
**WATER QUALITY ANALYSIS – UTILITIES – ANNUAL CONTRACT**  
**BID NO. 2024000113**

**IB-01 QUALIFICATIONS OF BIDDERS:** It is the intent of the County to award this contract to the lowest responsive, responsible bidder, qualified by experience and solvency, with proven reliability and the ability to supply all items/services within a reasonable time frame acceptable to Charlotte County. Bidder may be required to supply information in writing at the request and discretion of the County prior to award of bids, in order to verify above requirements.

**IB-02 GENDER DESIGNATION:** The County and the Contractor are treated throughout these Documents as if each were of the singular number and masculine gender.

**IB-03 EXAMINATION OF DOCUMENTS/SITE:** Prior to the submission of a bid form, bidders shall carefully examine the bid package, including the Request for Bids, Instructions to Bidders, Technical Specifications & Conditions, Special Provisions, General Provisions, Insurance Requirements, Bid Form and all other related bid documents, including all modifications thereof, incorporated in the bid package, plus fully informing themselves as to all existing conditions and limitations that affect the work to be performed under this contract.

Discrepancies, omissions, or questions about the intent of the documents should be submitted to the Purchasing Division in written form as a request for interpretation no later than five (5) calendar days prior to bid opening (or shall be verbally addressed at the pre-bid conference, if applicable).

Interpretations of any of the bid documents or the project will be in the form of a written addendum to the documents which will be posted on the purchasing website. Receipt by each bidder of any addenda must be acknowledged on the bid form, indicating the addendum number and date of issue, therein becoming a part of the contract. No oral explanations shall be binding. The County will attempt to notify all prospective bidders of addenda issued to the bidding documents; however, it shall be the responsibility of the bidder, prior to submitting their bid, to determine if addenda were issued, acknowledging and incorporating it into their bid.

Examination of Site: Prior to submitting a bid form, each bidder shall examine the site and all conditions thereon. All bid forms shall be presumed to include all such existing conditions as may affect any work to be done on this project. Failure to familiarize himself with such conditions will in no way relieve the successful bidder from the necessity of furnishing any materials or performing any work that may be required to complete the work in accordance with the drawings and Specifications.

**IB-04 PREPARATION AND SUBMISSION OF BID FORM REQUIREMENTS:** Bids shall be submitted on the bid form supplied by the County, or duplication thereof and attached thereto, or as specified. Bidders shall acknowledge receipt of any addenda received during the bid period. Any expense incurred in making bids is to be borne by the Bidder.

Each bid must give the full business address of the bidder and state whether bidder is an individual, corporation or partnership. Bid Forms by a corporation must be signed in the name of the corporation, followed by the original signature and designation of the officer or other person authorized to bind the corporation. Bid Forms by partnerships shall show the names of all partners. The partnership title shall follow the original signature of each partner.

Any erasures or other corrections in the bid form must be explained or noted over the signature of the bidder. Bid Forms containing any conditions, omissions, unexplained erasures, alterations, or irregularities of any kind may be rejected by the County.

Bid documents shall be submitted sealed. The package containing the bid must be clearly marked with the bid number and the name and business address of the bidder. Bids not received by the established bid opening shall **not** be considered and will be returned.

Bid Guarantee - The bid shall be signed where indicated guaranteeing that the bidder will not withdraw its bid for a period of 60 days after the scheduled time for opening of bids.

**IB-05 WITHDRAWAL OF BIDS:** Bids may be withdrawn by request of the bidder prior to the scheduled opening. Error or negligence on the part of the bidder in preparing the bid confers no right for withdrawal of the bid after it has been opened.

**IB-06 BID TABULATIONS:** In accordance with Florida Statutes, Section 119(1)(b)2: Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from s. [119.07\(1\)](#) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier. Those bidders interested in receiving a copy of the results of this bid once they are released may do so by visiting our website at <https://purchasingbids.charlottecountyfl.gov> under "Purchasing Bids Online", Document Number 241134. No information regarding the submittal will be divulged over the telephone.

**IB-07 RESERVED RIGHTS:** The County reserves the right to accept or reject any and/or all bids, to waive irregularities and technicalities, and to request resubmission of bids. Also, the County reserves the right to accept all or any part of the bid and to increase or decrease quantities to meet additional or reduced requirements of the County. Any sole response received may be rejected by the County depending on available competition and timely needs of the County.

**IB-08 FORM OF CONTRACT:** The submitted Bid Form signed by the bidder, together with complete bid package furnished by the County, shall constitute a binding contract. The bidder shall be required to perform according to the bidder's submitted Bid Form and the County's bid package when a purchase order signed by the Senior Division Manager - Purchasing or his/her designee is transmitted to bidder. The transmitted purchase order shall serve as both a Notice of Acceptance and Notice to Proceed to the bidder. Failure to comply with the conditions set forth in the purchase order shall be deemed a breach of contract subjecting the bidder to forfeiture of the bid bond or other posted security and other possible penalties.

**IB-09 NOTICE TO PROCEED/DELIVERY:** After award of bid, a notice to proceed/purchase order shall be issued bearing the terms of the contract/delivery. Upon receipt of purchase order, successful bidder/Contractor shall acknowledge receipt of same by either fax or mail and shall commence processing of order so that the agreed upon delivery date will be satisfied.

**IB-10 PAYMENT:** Request for payment must be submitted to the Charlotte County Purchasing Division on a form approved by the County. All invoices will be paid in accordance with the Local Government Prompt Payment Act (F.S. 218.74).

**IB-11 PERFORMANCE EVALUATION:** At the end of the contract, if awarded, the receiving department will evaluate the successful bidder's performance. This evaluation will become public record.

**IB-12 ARITHMETIC DISCREPANCIES:** For the purpose of initial evaluation of bids, the following will be utilized in resolving arithmetic discrepancies found on the face of the bid forms submitted by the bidder:

- A. Obviously misplaced decimal points will be corrected.
- B. In case of discrepancy between unit price and extended price, the unit price will govern. Apparent errors in extension will be corrected.
- C. Apparent errors in addition of lump sum and extended prices will be corrected.

For the evaluation purposes, the County will proceed on the assumption that the bidder intends its bid be evaluated on the basis of the unit prices, extensions, and totals arrived at by resolution of arithmetic discrepancies (above). The bid will be so reflected on the bid tabulation.

**IB-13 DESCRIPTIVE INFORMATION:** Unless otherwise specifically provided in the documents, all equipment, materials and articles incorporated in the work covered by this bid are to be new and of the most suitable grade for the purpose intended. Unless specifically provided in the bid documents, references to equipment, material, article or patented process, by trade name, make or catalogue number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. If the bidder wishes to make a substitution, the bidder shall furnish the name of the manufacturer, the model number, and other identifying information necessary to aid the County in evaluating the substitution. Substitutions are subject to County approval. Substitutions shall be approved only if determined by the County to be equivalent to the specifications. Substitutions are subject to disqualification if not approved by the County.

**IB-14 REGULATIONS:** It shall be the responsibility of each bidder to assure compliance with any OSHA, EPA, and/or other federal, state, or local statutes, ordinances, rules, regulations or other requirements, as each may apply.

Bidder must be authorized to transact business and be properly licensed in the State of Florida. Laws and regulations of the State of Florida and ordinances and regulations of Charlotte County will apply to any resulting contract.



**IB-15 CODE OF ETHICS:** With respect to this bid, if any bidder violates or is a party to a violation of the State of Florida/Florida Statutes, Chapter 112, Part III, Code of Ethics for Public Officers and Employees, such bidder may be disqualified from furnishing the goods or services for which the bid is submitted and shall be further disqualified from submitting any future bids for goods or services for Charlotte County.

**IB-16 COLLUSION:** By offering a submission to this invitation, the bidder certifies he has not divulged to, discussed or compared his bid with other bidders and has not colluded with any other bidder or parties to this bid whatsoever. Also, bidder certifies, and in the case of a joint bid each party thereto certifies as to his own organization, that in connection with this bid:

- any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices and or cost data, with any other bidder or with any competitor;
- any prices and/or cost data quoted for this bid have not been knowingly disclosed by bidder and will not knowingly be disclosed by bidder prior to the scheduled opening directly or indirectly to any other bidder or competitor;
- no attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition;
- the only person or persons interested in this bid, principal or principals is/are named therein and that no person other than therein mentioned has any interest in this bid or in the contract to be entered into; and
- no person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee excepting bona fide employees or established commercial agencies maintained by the Purchaser for the purpose of doing business.

**IB-17 SUBCONTRACTORS:** Bidders are to complete the attached Subcontractors form. This form must be completed and included with the bid form. If bidder does not have a subcontractor, insert "to be determined". When source or subcontractor is determined, selection will be subject to County approval.

**IB-18 DRUG FREE WORKPLACE FORM:** It is strongly suggested that the attached Drug Free Workplace Form be signed and returned to this office with the bid. In the event of a tie bid, the presence of a valid and accurate form may be used as a basis for awarding the Contract.

**IB-19 PUBLIC ENTITY CRIMES:** In accordance with Florida Statutes Sec. 287.133(2)(a), "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 on a contract to provide any goods/services to a public entity, may not submit a bid on a contract with a public entity for construction or repair of a public building or public work, may not submit bids 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, for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list".

**IB-20 CANCELLATION/TERMINATION OF CONTRACT:** It is the intent of the County to contract with a bidder who can provide prompt and convenient services. The County shall have the right to cancel, terminate or suspend any awarded contract, in whole or in part, by providing the successful bidder/Contractor 30 days written notice.

It is expressly understood by the County and the bidder that funding for any successive fiscal years of this contract is contingent upon appropriation of monies by the Charlotte County Board of County Commissioners. In the event that funds are not available or are not appropriated, the County reserves the right to terminate any awarded contract. The County will be responsible for payment of any outstanding invoices and work completed by the successful bidder/Contractor prior to such termination.

Pursuant to Section 287.135(3)(a)4 of the Florida Statutes, Charlotte County may, at its sole option, terminate any Agreement valued at \$1,000,000 or more if the Contractor is found to have submitted a false certification, has been placed on the *Scrutinized Companies with Activities in Sudan List*, or the *Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List*, or has been engaged in business operations in Cuba or Syria or a boycott of Israel.

Pursuant to Section 287.135(3)(b) of the Florida Statutes, Charlotte County may, at its sole option, terminate any Agreement in any amount if the Contractor is found to have been placed on the *Scrutinized Companies that Boycott Israel List*, or is engaged in a boycott of Israel.

**IB-21 INDEMNITY:** After notification of award, the successful bidder shall indemnify and hold harmless the County, its officers, employees, agents and volunteers, from action, including any court costs or attorneys' fees arising from, or as a result of, any act or omission by bidder, its officers, employees, licensees, invitees, Contractors, agents or assignees, in the performance of the services and/or the delivery of goods for which the resulting agreement was entered into. Bidder agrees that the first ten dollars (\$10.00) of compensation received under the resulting agreement represents specific consideration for the indemnification obligation. Nothing in the award, resulting agreement, contract or Purchase Order shall be deemed to affect the rights, privileges and immunities of the County as set forth in Florida Statute 768.28.

**IB-22 TAXES:** Charlotte County is exempt from Federal Excise and State Sales Taxes. The bidder shall assume liability for Local, State, or Federal Tax that is applicable to the work.

**IB-23 EQUAL EMPLOYMENT OPPORTUNITY:** Charlotte County, in accordance with the provisions of Title VI of The Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Dept. of Commerce, issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this bid, minority business enterprises will be afforded full opportunity to submit bids and will not be discriminated against on the grounds of race, color or national origin in consideration for an award.

All bidders are hereby notified that the successful bidder (Contractor) must and shall comply with the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Rehabilitation Act of 1973, the Americans with Disabilities Act and the Florida Civil Rights Act, all as amended. Specifically, Contractor agrees that:

- No person shall, on the grounds of race, color, sex, religion, age, disability, national origin or marital status, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program, activity or service funded through this Contract.
- Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability, national origin or marital status. Contractor agrees to post in a conspicuous place, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- Contractor will, in all solicitations or advertisements regarding program activities, services provided or applications for employment, state that all qualified applicants will receive consideration for services or employment without regard to race, color, religion, sex, age, disability, national origin or marital status.
- County may require Contractor to submit reports as may be necessary to indicate non-discrimination. County officials will be permitted access to Contractor's books, records, accounts and other sources of information and its facilities as may be pertinent to ascertain compliance with non-discrimination laws.

It is expressly understood that County shall have the right to terminate the Contract upon receipt of evidence of discrimination.

**IB-24 ASSIGNMENT:** This agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances by Contractor without the prior written consent of the County.

**IB-25 UNAUTHORIZED ALIEN WORKERS:** Charlotte County will not intentionally award publicly funded contracts to any Contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a [Section 274A of the Immigration and Nationality Act ("INA")]. The County shall consider employment by any Contractor of unauthorized aliens a violation of Section 274A of the INA. Such violation by the Contractor of the employment provisions contained in Section 274A of the INA shall be grounds for termination of this Agreement by the County. In addition, pursuant to Section 448.095 of the Florida Statutes, all persons or firms entering into contracts with Charlotte County are required to register with, and use, the E-Verify system of the U.S. Department of Homeland Security to electronically verify the employment eligibility of all newly hired employees. The County may terminate this Agreement for failure on the part of the Contractor to use E-Verify. Contract termination for failure to use E-Verify is not considered a breach of contract pursuant to s. 448.095(2)(c)3, *Fla. Stat.*

**IB-26 EMPLOYEE BACKGROUND CHECK:** If an owner, except a stockholder in a publicly traded corporation, or an employee of the Contractor has been convicted of any offenses requiring registration as a sexual offender or sexual predator, regardless of the location of conviction, the Contractor shall ensure that the offender's or predator's work on the project is consistent with the terms of his probation and registry requirements.

**IB-27 PUBLIC RECORDS CLAUSE TO CONTRACTORS “ACTING ON BEHALF OF THE COUNTY”:** Pursuant to Section 119.0701 of the Florida Statutes, Contractors acting on behalf of the County must comply with the public records laws, specifically: a) keep and maintain public records required by the County to perform the contracted services; b) upon request from the County’s custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or as otherwise provided by law; c) ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract; and d) upon completion of the contract, keep and maintain all public records required by the County to perform the service, and meet all applicable requirements for retaining public records.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO RETAIN AND PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY’S CUSTODIAN OF PUBLIC RECORDS AT (941) 743-1441, E-MAIL TO RECORDS@CHARLOTTECOUNTYFL.GOV, 18500 MURDOCK CIRCLE, BLDG. B, Suite 109, PORT CHARLOTTE, FLORIDA 33948.**

**TECHNICAL SPECIFICATIONS & CONDITIONS**  
**WATER QUALITY ANALYSIS – UTILITIES - ANNUAL CONTRACT**  
**BID NO. 2024000113**

**TS-01 INTENT:** The intent of these specifications is to describe the County's requirements, including all labor, equipment and transportation for the proper execution of the work as specified. Work described in words which, when applied, have a well-known technical or trade meaning shall refer to such recognized standards. It is understood and agreed that the Bidder is fully responsible for informing himself as to the nature and location of the work, the character, quality, and quantity of the materials to be encountered, the type of equipment and facilities needed during the prosecution of the work; the general and local conditions and all other matters that can in any manner affect the performance of the work. No verbal agreement or conversation with any officer, agent, or employee of the County, before or after execution of the work, shall affect or modify any of the terms or obligations contained herein.

**TS-02 DEFINITIONS:**

A. Work: The term "Work" when referring to the Contractor and/or Subcontractor, includes labor, materials, equipment, and/or transportation necessary to complete the work.

B. Subcontractor: The term "Subcontractor" as employed herein, includes only those having a direct contact with the Contractor and includes one who furnishes material and/or labor to according to these specifications. Bidders are required to complete the Source of Supply/Subcontractor's Form, attached, and include the Florida Department of Health (DOH) laboratory certification in the categories of metals, nutrients, demands, organic extractables, general parameters I & II, microbiology, pesticides/herbicides, PCB's, purgeable organic, EPA 40CFR Part 258 - Appendix I and II. Also required is the DOH Performance Evaluation (assessment) for Drinking Water and Water Pollution and the NELAC (National Environmental Laboratory Accreditation Conference) Institute (TNI) certification. This information shall be stapled or clipped to the Subcontractor's form and submitted along with the sealed bid. Subcontractors are subject to approval by Charlotte County.

**TS-03 CERTIFICATIONS:** All analyses shall comply with TNI and have the capability of performing all required tests within the standardized parameters set forth by FDEP and DOH.

Certifications required for the prosecution of the work shall be secured and paid by the Contractor. The Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on the conduct of the work. If the Contractor performs any work knowing it to be contrary to applicable laws, ordinances, rules, and regulations, he shall bear all costs arising from the performance of that work.

**TS-04 TERM OF CONTRACT:** The term of the Contract shall be from January 1, 2024 through and including September 30, 2025, with option to renew for two (2) additional one-year terms, at the same prices, terms and conditions, by mutual consent.

Previous contract pricing can be obtained by accessing our website at <https://purchasingbids.charlottecountyfl.gov> under Purchasing Bids Online, Search History. The previous Contract number for this project is **23-058** and is entitled "**Water Quality Analysis – Annual Contract**".

**TS-05 GENERAL CONDITIONS:** Except in an emergency endangering life or property, no extra work or change shall be made unless a written order is issued by the County. No claim for an addition to the Contract sum shall be valid unless approved in writing by the County.

All time limits specified herein are of the essence. If the Contractor refuses or fails to complete the work within the time specified or any extension thereof, the County may terminate the Contractor's right to proceed. In such event, the County may pursue the work and prosecute same to completion by any means the County finds suitable. In such case the Contractor will be liable for excess costs occasioned thereby. If the County does not terminate the right to proceed, the Contractor will continue the work, in which event, actual damages will be impossible to determine. In lieu thereof, the Contractor may be required to pay the County liquidated damages in an amount that may be up to two (2) times the cost of each test scheduled during each calendar day of delay. The same stipulation shall pertain to any delay in providing the results for any test due in a specified period of time. Liquidated damages will be based on the cost incurred by the County in suffering a delay, including all civil penalties, regulatory fines, and any other expense that was incurred as a result of the Contractor's failure to be prompt.

The County may withhold payment due to loss resulting from:

- defective test results not remedied.
- claims filed or reasonable evidence indicating probable filing of claims.

Any new test that may be required by local, state, and/or federal agencies, that the laboratory is equipped and qualified to perform but is not on the current list of required tests, shall be billed at the laboratory's established rate less the accepted discount rate agreed upon in the current Contract. Should a new test be one that the Contractor is not equipped and/or qualified to perform, the County shall have these tests performed elsewhere until such time the Contractor's laboratory has made arrangements to perform the test. Should the laboratory decide to not become equipped/qualified to perform the test, the County shall exercise its prerogative to have the test performed in such a manner as is in the best interest of the County.

Due to the short holding time of some analysis requirements, the Contractor will need to respond no later than 24 hours upon notification by County.

The County, in its sole discretion, may choose to use the services of the laboratory to provide water quality analysis under the Florida Stationary Tank Rule. Prices submitted for this should consider groundwater testing on tanks used primarily for petroleum products and pesticide storage.

All samples shall be retained for a minimum of 30 days after the final analytical results are submitted in order to assure that re-analysis is possible if requested by the County. If Contractor fails to retain sample for re-analysis for 30 days, he will not charge County for re-sampling costs.

**Reports shall be submitted to the County no later than the 7th following the end of the reporting period for each sampling event. Deep Well Analysis reports must be submitted no later than the 5<sup>th</sup> of the month following the sampling event. If Contractor fails to provide analysis within the specified period, the Contractor will be responsible for any fines incurred from the regulatory agencies.**

The sample analysis shall be prepared in electronic format compatible with statistical analysis software formats as required by the County. The format will be established upon execution of the contract and sustained for the contract period.

The successful laboratory shall be required to retain all data developed in connection with this Request for Bid for a period of five (5) years.

**TS-06 CONTAINERS:** The Contractor shall supply sample containers and appropriate shipping containers as required. The containers utilized by CHARLOTTE COUNTY UTILITIES (CCU) must be pre-labeled with the following information: Sample Sites; Required Analysis. Sample containers shall be of virgin material, dedicated shipping coolers and all shipping to and from the designated site in Charlotte County will be the sole responsibility of the Contractor. The Contractor shall pay delivery charges for filled containers. All costs associated with the containers, collection, field parameter testing, and transport will be the sole responsibility of the Contractor. The Contractor shall provide courier service for transport of samples when requested by the County. All sample kits should be received at East Port Laboratory no later than two weeks before the scheduled sampling event to allow for distributing to the appropriate facilities.

Charges shall be invoiced as analyses are performed and the analytical results returned to CCU.

**TS-07 SUBMITTALS:** The following shall be submitted on Bidder's letterhead, utilizing the format indicated below, as an attachment to the Bid Form:

- Submit copies of all current laboratory certifications. The Contractor shall be required to maintain certification as required by the FDEP, Florida Department of Health (DOH), and TNI. Evidence of current certification shall be submitted to the County annually by July first.
- Indicate the length of time the laboratory has been in operation at the current location and specify the previous location if recently relocated.
- Specify at least three (3) current or previous municipalities, counties or state governments that are or have been clients, the length of time they are or were clients and specific services provided to them. Include the name and telephone number of a contact person for each client. The County may utilize this information to verify references.
- Each Bidder shall submit his/her published brochure/catalog of analyses the laboratory is capable of performing. If for any reason the Bidder is not equipped or certified to perform any of the tests currently required by Charlotte County, a separate sheet shall be included listing such tests and how the tests will be performed. List all subcontractors and suppliers that may be used on the form provided herein.

- Each Bidder shall submit a current DOH Performance Evaluation Rating (last two (2) Proficiency rounds) as well as TNI certification for metals, nutrients, demands, organic extractables, general parameters I & II, microbiology, pesticides / herbicides, PCB's, purgeable organic, EPA 40CFR Part 258 (Appendix I and II).
- Each Bidder shall submit a current DOH Performance Evaluation (last assessment) for Drinking Water and Water Pollution.
- Each Bidder shall submit a copy of their current Quality Manual.
- The successful Laboratory shall operate a computer data system that is compatible with the software program operated by Charlotte County (Excel or Access). Bidders shall provide a Flash Drive along with their sealed bid. Flash Drives shall be clearly labeled with contents and their relationship with accompanying reports. Flash Drive shall contain an example of analysis results, relevant custody and quality data.

**TS-08 CCU TREATMENT FACILITY SAMPLING ANALYSES:** Any water or wastewater system that CCU acquires through contract operations or direct purchase shall receive the same price structure for analysis.

A. Requirements for wastewater/water analyses for CCU treatment facilities. The East Port Laboratory, point of contact and central location for kit drop off and samples pick up. There are six (6) Treatment Plants known as:

1. East Port Water Reclamation Facility
2. West Port Water Reclamation Facility
3. Rotonda Water Reclamation Facility
4. Burnt Store Water Reclamation Facility
5. Leachate Treatment Plant
6. Burnt Store Water Treatment Plant

B. The sampling requirements are indicated for each plant in addition to the frequency of testing required by the Utilities' FDEP Operation Permits and Certification.

C. All sampling to be performed by CCU staff except otherwise specified.

**East Port Laboratory:**

1. Monthly TOC testing on lab Reagent water
2. Annual Reagent water testing
  - a. Cadmium
  - b. Chromium
  - c. Copper
  - d. Nickel
  - e. Lead
  - f. Zinc
  - g. Silica

**Wastewater Treatment Plants**

1. East Port Water Reclamation Facility (WRF):
  - a. Quarterly Analysis for Domestic Wastewater Sludge.
  - b. Turnaround time shall be no later than two (2) weeks/ten (10) working days from the date of sampling.
  - c. Samples to be collected in the months of January, April, July, and October.
  - d. Please see Attachment 'A', for additional pollutants for sludge testing.
2. West Port WRF, Burnt Store WRF, Rotonda WRF:
  - a. Annual Analysis for Domestic Wastewater Sludge.
  - b. Turnaround time shall be no later than two (2) weeks/ten (10) working days from date of sampling.
  - c. Samples to be collected in the month of January.
  - d. Please see Attachment 'A' for additional pollutants for sludge testing.
3. West Port WRF, East Port WRF:
  - a. Monthly Analysis for Deep Injection Wells and Final Effluent:
    - 1) TOC (mg/L)
    - 2) TOX (mg/L)
  - b. Turnaround time shall be no later than two (2) weeks/ten (10) working days from date of sampling.
  - c. Samples to be collected in the first week of the month.

4. Burnt Store WRF:
  - a. Monthly Analysis for Deep Injection Wells and Final Effluent:
    - 1) TOC (mg/L)
  - b. Turnaround time shall be no later than two (2) weeks/ten (10) working days from date of sampling.
  - c. Samples to be collected in the first week of the month.
  
5. East Port WRF:
  - a. Quarterly Groundwater Analysis four (4) wells plant for: Total Recoverable Sodium (mg/L)
  - b. Turnaround time shall be no later than three (3) weeks/15 working days from date of sampling.
  - c. Samples collected in the months of January, April, July, and October.
  - d. A minimum four (4) sample points is sampled each quarter.
  
6. Burnt Store WRF:
  - a. Quarterly Groundwater Analysis for:
    - 1) Total Recoverable Arsenic (mg/L)
    - 2) Total Recoverable Cadmium (mg/L)
    - 3) Total Recoverable Chromium (mg/L)
    - 4) Total Recoverable Lead (mg/L)
  - b. Turnaround time shall be no later than three (3) weeks/15 working days from date of sampling.
  - c. Samples collected in the months of January, April, July and October.
  - d. A minimum of seven (7) sample points.
  
7. Quarterly Deep Injection Wells Monitoring Well Analysis:
  - a. East Port WRF and West Port WRF
    - 1) Sodium (mg/L)
    - 2) Calcium (mg/L)
    - 3) Magnesium (mg/L)
    - 4) Potassium (mg/L)
    - 5) Bicarbonate ion (mg/L)
    - 6) Total Iron (mg/L)
  
  - b. Burnt Store WRF and Water Treatment Facility (WTF)
    - 1) Sodium (mg/L)
    - 2) Calcium (mg/L)
    - 3) Potassium (mg/L)
    - 4) Magnesium (mg/L)
    - 5) Total Iron (mg/L)
    - 6) Bicarbonate (mg/L)
    - 7) TOX (mg/L)
  
  - c. Burnt Store WRF and WTF lower zone and Brine (High TSS)
    - 1) Gross Alpha (pCi/L)
    - 2) Uranium (ug/L)
    - 3) Radium 226 (pCi/L)
    - 4) Radium 228 (pCi/L)
      - a) Turnaround time shall be no later than three (3) weeks/fifteen (15) working days from sample date.
      - b) Samples collected in the months of January, April, July, and October.
  
8. East Port, West Port, Rotonda and Burnt Store WRF:
  - a. Analysis for nutrients on effluent for (the following tests will be performed on an as needed basis):
    - 1) Total Kjeldahl Nitrogen
    - 2) Nitrite + Nitrate
    - 3) Nitrate
    - 4) Nitrite
    - 5) Total Phosphorous
    - 6) Ammonia Nitrogen
    - 7) Chloride
    - 8) Sulfate
    - 9) Total Dissolved Solids



- 10) Total Nitrogen
  - 11) Color
  - 12) Enterococci
  - 13) E. coli
  - 14) Iron
- b. Turnaround time one (1) week/five (5) working days
  - c. Sampling may be as frequent as daily or five (5) days a week.
9. Analysis on influent and effluent (the following test will be performed on an as needed basis):
- a. Carbonaceous Biochemical Oxygen Demand Five Days (CBOD<sub>5</sub>)
  - b. Total Suspended Solids
  - c. Fecal Coliform
    - 1) Turnaround time shall be one (1) week/five (5) working days for TSS and Fecal Coliform, and two (2) weeks/ten (10) working days for CBOD<sub>5</sub>.
    - 2) Sampling may be as frequent as daily.
10. Analysis on East Port WRF, West Port WRF, Rotonda WRF and Burnt Store WRF:
- a. Primary and Secondary Drinking Water Standards
  - b. EPA Priority Pollutants on Influent and Effluent
  - c. EPA Priority Pollutants on Sludge
  - d. Turnaround time shall be no later than three (3) weeks/15 working days from date of sampling or received date by the laboratory.
11. East Port WRF, West Port WRF, Rotonda WRF, Burnt Store WRF:
- a. Sampling and Analysis of Cryptosporidium and Giardia on effluent
  - b. Sampling and Analysis of Cryptosporidium and Giardia for various liquids for CCU
  - c. Turnaround time shall be no later than three (3) weeks/15 working days from date of sampling or received date by the laboratory.
  - d. Field sampling to be provided by Contractor at all locations.
  - e. Report should include results on the latest version of FDEP Form 62-610.300(3)(a)4 (Viable and non-viable cysts)
12. CCU Service Areas: Special Analysis
- a. Analysis for Oil and Grease on various liquids for CCU
  - b. Analysis for Fecal Coliform for soils for CCU
  - c. Analysis for Fecal Coliform for various liquids for CCU
  - d. Turnaround time shall be no later than seven (7) working days from date of sampling or received date by the laboratory.
13. Burnt Store WRF:
- a. Weekly Analysis for Final Effluent:
    - 1) Total Iron (mg/L)
  - b. Turnaround time shall be no later than two (2) weeks/ten (10) working days from date of sampling.
  - c. Samples to be collected weekly.

**Leachate Treatment Facility:** The Zemel Road Leachate Treatment Facility Permit and Zemel Road MSWMD Deep Injection Well Permit require the following testing parameters to be done annually (Station LP-350, LP-1 and LP-2 in July):

- 1. Annual Treated Leachate (Station LP-350)
  - a. 62-550 Primary and Secondary Drinking Water Standards with asbestos and Dioxin Screen
  - b. EPA Priority Pollutants
  - c. Turnaround time shall be no later than four (4) weeks/20 working days from sample date or date received by the laboratory
  - d. In addition to electronic report, ADaPT report is also required for treated leachate.
- 2. Annual DIW Monitoring Wells (Station LP-1, Shallow Zone & Station LP-2, Deep Zone)
  - a. 62-550 Primary & Secondary Drinking Water Standards and Dioxin Screen
  - b. EPA Priority Pollutants
  - c. Turnaround time shall be no later than four (4) weeks/20 working days from sampled date

3. Monthly Treated Leachate (Station LP-350) and deep well (LP-1 and LP-2) to be analyzed
  - a. LP-350, LP-1, LP-2
    - 1) Chloride
    - 2) Sulfate
    - 3) Ammonia Nitrogen
    - 4) Total Kjeldahl Nitrogen
    - 5) Total Nitrogen as N
    - 6) Nitrate-Nitrite Nitrogen
    - 7) Chemical Oxygen Demand
    - 8) Total Dissolved Solids
    - 9) Total Suspended Solids
    - 10) Biochemical Oxygen Demand
    - 11) Total Alkalinity (as CaCO<sub>3</sub>)
    - 12) Fecal coliform
    - 13) TOC
  - b. Turnaround time shall be no later than two weeks (14) calendar days from sampled date.
  - c. In addition to electronic report, ADaPT report is also required for raw and treated leachate.
4. Weekly analysis (LP-210, LP-220, LP-230):
  - a. Total Suspended Solids
    - 1) In addition to electronic report, ADaPT report is also required for treated leachate.
    - 2) The following samples are weekly in-house analysis for operation purpose.

**Requirements for Drinking Water Analysis for the Public Drinking Water Systems**

Burnt Store Water Treatment Plant

1. Groundwater Monitoring Wells (seven (7) wells monthly and nine (9) wells quarterly). Turnaround time shall be no later than 14 calendar days from sampled date.

PARAMETER	UNITS	FREQUENCY
Chlorides	mg/L	Monthly
Sulfate	mg/L	Monthly
TDS	mg/L	Monthly

**Requirements for the Distribution System Testing of Potable Water Determined Annually by FDEP**

The following testing is determined each year by FDEP for the Potable Water System. This covers the tests the plant would have to complete for the distribution system in both Burnt Store and Port Charlotte.

- Asbestos (62-550.511)
  - Nitrate and Nitrite (62-550.512)
  - Inorganic Contaminants (62-550.513)
  - Total Trihalomethanes (62-550.514) Stage 1 and Stage 2 Disinfection Byproducts Rule
  - Haloacetic Acids (62-550.514) Stage 1 and Stage 2 Disinfection Byproducts Rule
  - Volatile Organic Contaminants (62-550.515)
  - Synthetic Organic Contaminants including dioxin (pest & PCBS) (62-550.516)
  - \*\*\*Microbiological (62-550.518)
  - Radio-nuclides (gross alpha, uranium, radium-226, radium-228) (62-550.519)
  - Secondary Contaminants (62-550.520)
  - Lead and Copper (40 CFR 141 subpart I)
- \*\*\* Currently, these tests are being performed in-house.

**CCU Engineering and Others Special Project**

1. Engineering Department Spring Lake Project:
  - a. Six (6) Monitoring wells and two (2) Canals to be sampled every month.
  - b. Field sampling and groundwater sampling log to be provided by Contractor for all locations.
  - c. Samples to be collected by Contractor and dropped off at East Port Laboratory for analysis.
    - 1) Fecal coliform
    - 2) Total Phosphorous

- 3) Nitrate Nitrite
  - 4) Ammonia Nitrogen
  - 5) Total Nitrogen
  - 6) Total Kjeldahl Nitrogen
2. Engineering Department as needed
    - a. Analysis to be performed by the Contractor Lab.
      - 1) Enterococci
      - 2) Ammonia Nitrogen
      - 3) Total Kjeldahl Nitrogen
      - 4) Nitrate-Nitrite as N
      - 5) Ortho-phosphorous as P
      - 6) Total Phosphorous as P
      - 7) Chlorophyll A
      - 8) Ammonium as NH<sub>4</sub>
      - 9) Biochemical Oxygen Demand
      - 10) Fecal coliform
    - b. Turnaround time shall be two (2) weeks/ten (10) working days.
3. Reclaim Projects:
    - a. Analysis to be performed by the Contractor Lab.
      - 1) Ammonia Nitrogen
      - 2) Total Kjeldahl Nitrogen
      - 3) Nitrate-Nitrite as N
      - 4) Ortho-phosphorous as P
      - 5) Total Phosphorous as P
      - 6) Total Nitrogen
    - b. Turnaround time shall be two (2) weeks/ten (10) working days

**TS-09 QUANTITIES:** The number of required tests is listed on Bid Form and is given for Bidder's guidance only. These quantities will be used as a tool in evaluating the bids. No minimum amount is guaranteed or implied. The bid award may result in similar quantities of tests being performed; however, this is not guaranteed. The County will not knowingly disclose an estimate disproportionate to what is anticipated or required within a 12-month period.

**TS-10 CRITERIA FOR AWARD:** The award of this bid shall be made to the lowest responsive, responsible Bidder. Award may be made by section or total and may be made in whole or in part, whichever the County determines to be in its best interest. Turn-around time and the information provided in response to all items listed in TS-07 shall be given due consideration during the review and analysis of the bid.

County reserves the right to reject the bid proposal of any Bidder who has previously failed to perform properly, or on time, contracts of similar nature; or who is not in a position to satisfactorily perform the contract. If, after bid opening, the lowest Bidder is deemed non-responsible by the County, such Bidder shall receive written notice from the County of this determination. The bidder shall have five (5) business days from the date of this notice to dispute the determination and to provide to the County any additional information it deems relevant regarding the bidder's responsibility. The County shall make a final determination regarding the bidder's responsibility at the time of award of the contract.

<b>INSURANCE REQUIREMENTS</b> <b>WATER QUALITY ANALYSIS – UTILITIES - ANNUAL CONTRACT</b> <b>BID NO. 2024000113</b>
---

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees, or subcontractors. Contractor is free to purchase such additional insurance as may be determined necessary.

**A. MINIMUM SCOPE AND LIMITS OF INSURANCE** - Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

**1. Commercial General Liability – Occurrence Form (CG 00 01)**

Policy shall include bodily injury, personal injury, property damage and broad form contractual liability.

**Minimum Requirements:**

- General Aggregate \$2,000,000
- Each Occurrence \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: "Charlotte County a political subdivision of the state of Florida and its officers, employees, agents and volunteers" shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor.
- b. Contractor's subcontractors shall be subject to the same minimum requirements identified above.
- c. Policy shall be endorsed for a waiver of subrogation against the Charlotte County.

**2. Automobile Liability**

Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract. Automobile liability must be written on a standard ISO form (CA 00 01) covering any auto (Code 1), or if Contractor has no owned autos, hired (Code 8) and non-owned (Code 9) autos.

Combined Single Limit (CSL) \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: "Charlotte County a political subdivision of the state of Florida and its officers, employees, agents and volunteers" shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".
- b. Contractor's sub-contractors shall be subject to the same minimum requirements identified in this section.
- c. Policy shall contain a waiver of subrogation against the Charlotte County.

**3. Worker's Compensation and Employers' Liability**

Workers' Compensation  
Employers' Liability

Each Accident, bodily injury or disease \$1,000,000

- a. Policy shall contain a waiver of subrogation against the Charlotte County.
- b. Projects on or along navigable waters an endorsement for US Longshoremen and Harbor Workers and Jones Act is required.
- c. Contractor's sub-contractors shall be subject to the same minimum requirements identified in this section.
- d. If the contractor has no employees the contractor must submit to the County the Workers Compensation Exemption from the State of Florida.

**Additional Insured** – All policies, **except** for the Workers Compensation shall contain endorsements naming the County its officers, employees, agents and volunteers as additional insured with respect to liabilities arising out of the performance of services contained herein. The additional insured endorsements' shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to full extent provided by the policy, even if those limits exceed those required by this contract. Such additional insured coverage shall be at least as broad as Additional Insured(Form B) endorsement form ISO, CG 20 10 11 85 or both CG 20 10 and CG 20 37 if later revisions used.

**Waiver of Subrogation Rights** – The Contractor shall require the carriers of required coverage's to waive all rights of subrogation against the County, its officers, employees, agents and volunteers. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the County.

**Policies Primary and Non-Contributory** – For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the County, its officers, employees, agents and volunteers. Any insurance or self-insurance maintained by the County, its officers, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

**Severability of Interests** – The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the County or between the County and any other insured or additional insured under the policy.

**Proof of Coverage** - Prior to the commencement of performance of services the Contractor shall furnish to the County Purchasing Division Certificates of Insurance and amendatory endorsements or copies of the applicable policies. These certificates shall provide that such insurance shall not be terminated or expire without notice thereof in accordance with the policy provisions and Contractor shall maintain such insurance from the time the Contractor commences performance of services until completion of such services.

**Acceptability of insurance carrier** – Unless otherwise approved by Risk Management, Insurance shall be written by insurers authorized to do business in the State of Florida and with a minimum Best Insurance Guide rating of "A:VII".

**Deductibles and Self-Insured Retention** – Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management. The County may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration and defense expenses within the deductible or retention.

**Failure to Procure Coverage** – In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured or is cancelled and not replaced, the County has the right but not the obligation or duty to terminate the contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Contractor or County payments to the Contractor will be reduced to pay for County purchased insurance.

**Insurance Review** – Insurance requirements are subject to periodic review by the County. The Risk Manager or designee is authorized, but not required, to reduce, waive, or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced or is not needed to protect the interests of the County. In addition, if Risk Management determines that heretofore, unreasonably or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk. Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual, or alleged, on part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the par to the County.

**SAFETY AND HEALTH REQUIREMENTS**  
**WATER QUALITY ANALYSIS – UTILITIES - ANNUAL CONTRACT**  
**BID NO. 2024000113**

**SH-01 HEALTH AND SAFETY PLAN:** It shall be the responsibility of the Contractor to comply with OSHA, EPA, DOT and other applicable Federal and State of Florida laws, rules, regulations or other requirements. This includes, but is not limited to, 29 CFR 1926 (Safety and Health Regulations for Construction) and 1910 (Safety and Health Regulations for General Industry). Contractors are required to have a written Health and Safety Program that is jobsite specific. The elements of this written program shall be in accordance with OSHA 1926 and 1910. A list of program elements can be obtained from Charlotte County Risk Management.

The Contractor will designate a responsible member of his organization whose duty shall be the prevention of accidents at the site. This person shall be the Contractor's superintendent unless otherwise designated in writing by the Contractor to the Project Manager.

A copy of the Contractor's Health and Safety Plan will be submitted to Charlotte County at least 10 days prior to commencement of work. Contractor shall provide documentation that his employees and subcontractors received training (been informed of) on the Contractor's Health and Safety Plan. The Contractor will be responsible for conducting a site safety briefing for all visitors to the site. Documentation of these site safety briefings are to be maintained by the Contractor and made available to Charlotte County upon request.

Contractor will post, where appropriate, all necessary job-site Health and Safety notices. The Environmental Health and Safety Manager will conduct unannounced job-site inspections during the course of the project. Minor safety violations may be addressed immediately with the onsite supervisor and Project Manager. Major safety violations will result in written notification to the Contractor and Charlotte County Department Director under which the project is being performed. Hazardous conditions that are considered by the Environmental Health and Safety Manager to be immediately dangerous to life or limb will result in immediate stoppage of work until the hazardous conditions are corrected.

**SH-02 ACCIDENTAL SPILLS:** In the event of an accidental release or spill of chemicals or other hazardous materials the Contractor shall:

- Immediately take action as appropriate to contain the spill if this action can be taken without jeopardizing the health or safety of employees,
- Notify the Fire/EMS, or other entities as needed or required,
- Contact the Project Manager/Coordinator, and
- Contact Charlotte County Risk Management and Environmental Health and Safety Manager.

The following phone numbers may be used in the event of an emergency:

Risk Management	941.764.4191
Environmental Health and Safety Manager	941.743.1381 (or Cell 941.223.5535)

**SH-03 CONTROL OF FUGITIVE EMISSIONS:** The Contractor shall take all reasonable precautions necessary to control fugitive emissions from the job site. Fugitive emissions include, but are not limited to: nuisance dust, chemical odors/vapors/gases, hazardous materials such as lead or asbestos, and noise. Where the product(s) or material(s) to be used by the Contractor has a permissible exposure limit (PEL) established by OSHA the Contractor shall take all reasonable steps to maintain emissions of the product(s) or materials below the OSHA PEL. To verify that emissions are maintained below the OSHA PEL, the Contractor shall monitor, or shall contract to have monitored, work area exposure conditions. Monitoring shall occur, at a minimum, during the start of work and whenever there is a change in procedure, process, or chemical or material used. If it is deemed not practical to maintain exposures below the PEL, the Contractor shall restrict access to all areas where exposures exceed the PEL to authorized personnel only.

**A. ASBESTOS AND SUSPECT ASBESTOS CONTAINING BUILDING MATERIALS:** Contractors shall, under no circumstances, damage or disturb suspect or known asbestos containing material (ACM) unless they are a licensed Florida Asbestos Abatement Contractor and have been specifically employed to perform asbestos repair or removal. It is the responsibility of the Contractor to provide his or her own asbestos awareness program in accordance with 29 CFR 1926.1101. Where required by Federal and State regulations, the Contractor is required to have asbestos surveys performed prior to any work that includes, but is not limited to, renovation, and demolition. The asbestos survey must be performed by a firm that is licensed in the State of Florida to perform such surveys. A copy of the asbestos survey shall be submitted to the County's project manager. Asbestos materials may not be used or installed in any Charlotte County facilities.

**B. LEAD-CONTAINING BUILDING MATERIALS:** Contractors that will disturb lead-containing building materials during the course of work shall take all necessary precautions to protect Charlotte County employees and the public from exposure to lead dust or contamination. These measures shall conform, at a minimum, to the OSHA requirements detailed in 29 CFR 1926.62 and applicable local, state and federal regulations. Where the Contractor is engaged in work in child-occupied facilities, such work shall be performed in accordance with 40 CFR 745, and clearance testing shall be performed by the Environmental Health and Safety Manager or a licensed consultant at the conclusion of the project in accordance with the requirements of this regulation.

**C. SAMPLING AND MONITORING RESULTS:** The results of all personal and area monitoring and or other samples collected for health and safety compliance required by OSHA or any other state or federal regulatory agency shall be provided to Charlotte County.



**BID FORM  
WATER QUALITY ANALYSIS – UTILITIES – ANNUAL CONTRACT  
BID NO. 2024000113**

TO: Senior Division Manager - Purchasing  
Board of County Commissioners  
Charlotte County Administration Center  
18500 Murdock Circle  
Port Charlotte, Florida 33948-1094

The undersigned, as bidder, does hereby declare that he has read the Request for Bids, Instructions to Bidders, Technical Specifications & Conditions, Insurance, Safety & Health Requirements, Bid Form, and any other documentation for

**WATER QUALITY ANALYSIS – UTILITIES – ANNUAL CONTRACT**

and further agrees to furnish all items listed on the attached Bid Form in accordance with the unit price(s) submitted. The above specified documents are herein incorporated into the Bid Form and shall be defined as the contract documents.

**CHARLOTTE COUNTY UTILITIES** \$ \_\_\_\_\_

**Percentage discount on tests not listed** \_\_\_\_\_ percent.

**Length of time to respond to directive to perform.** \_\_\_\_\_ hours (not to exceed 24 hours).

**Please mark the following spaces with a checkmark (✓) indicating the following are made a part of your Bid Form:**

- Proof of certification of subcontractors as required on (TS-02, B)**
- Proof of certification of staff & classification of employee identified in accordance with Section TS-03**
- Prices bid include test bottles, shipping containers, mailers, and courier**
- All submittals required by Item TS-07 are enclosed**
- Current Quality Manual**

**NOTE:** In accordance with Florida Statutes, Section 119.071(1)(b)2: Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.071(1)(b)2 and s. 24(a), Art. I of the State Constitution, except as provided by Florida Statutes 255.0518, until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier. Upon release of the intended decision, if you wish to obtain the quote results, you may do so by visiting our Website at <http://purchasingbids.charlottecountyfl.gov/> under "Purchasing Bids Online", document number 241134. No information regarding the submittal will be divulged over the telephone.

**OPTIONAL ELECTRONIC BID SUBMISSIONS:** If your firm would like to submit your bid electronically, please visit <http://bit.ly/3TYAyKa> and follow given instructions.

**Name of Bidder:** \_\_\_\_\_

(This form to be returned)

**SUMMARY OF PAY ITEMS FOR WATER QUALITY ANALYSIS – UTILITIES – ANNUAL CONTRACT**

**PLEASE NOTE:** The entirety of each item will not always be accomplished; therefore, in such cases where it may, it is requested a cost be indicated for "Total Sample".

	<b>QTY.</b>	<b>UNIT PRICE</b>	<b>EXTENDED</b>
<b><u>TREATMENT FACILITIES</u></b>			
<b>East Port Laboratory</b>			
1. East Port Lab Reagent Water TOC Analysis	12	\$ _____	\$ _____
2. East Port Lab Reagent Water Annual Analysis	1	\$ _____	\$ _____
<b>Wastewater Treatment Plants</b>			
1. East Port Domestic Wastewater Sludge Analysis	4	\$ _____	\$ _____
2. West Port, Rotonda and Burnt Store Domestic Sludge Analysis	3	\$ _____	\$ _____
3. West Port, East Port WRF Monthly TOC and TOX	72	\$ _____	\$ _____
4. Burnt Store WRF Monthly TOC	36	\$ _____	\$ _____
5. East Port WRF Analysis for Sodium	16	\$ _____	\$ _____
6. Burnt Store WRF Analysis for groundwater			
a. Total recoverable Arsenic		\$ _____	
b. Total recoverable Cadmium		\$ _____	
c. Total recoverable Chromium		\$ _____	
d. Total recoverable Lead		\$ _____	
e. Discounted total for entire sample	28	\$ _____	\$ _____
7. Deep Well Injection Monitoring wells			
a. East Port WRF and West Port WRF Analysis priced per well			
1) Sodium		\$ _____	
2) Calcium		\$ _____	
3) Magnesium		\$ _____	
4) Potassium		\$ _____	
5) Bicarbonate ion		\$ _____	
6) Total Iron		\$ _____	
7) Discounted total for entire sample	24	\$ _____	\$ _____
b. Burnt Store WRF and WTF Deep Injection Wells			
1) TOX		\$ _____	
2) Sodium		\$ _____	
3) Calcium		\$ _____	
4) Potassium		\$ _____	
5) Magnesium		\$ _____	
6) Total Iron		\$ _____	
7) Bicarbonate		\$ _____	
8) Discounted total for entire sample	16	\$ _____	\$ _____
c. Burnt Store WRF and WTF lower zone and Brine (High TSS)			
1) Gross Alpha		\$ _____	
2) Uranium		\$ _____	
3) Radium 226		\$ _____	
4) Radium 228		\$ _____	
5) Discounted total for entire sample	12	\$ _____	\$ _____

**NAME OF BIDDER** \_\_\_\_\_

**(This form to be returned)**

	QTY.	UNIT PRICE	EXTENDED
8. East Port, West Port, Rotonda, and Burnt Store			
a. TKN		\$ _____	
b. NO <sub>2</sub> + NO <sub>3</sub>		\$ _____	
c. NO <sub>3</sub>		\$ _____	
d. NO <sub>2</sub>		\$ _____	
e. TP		\$ _____	
f. NH <sub>3</sub> -N		\$ _____	
g. Cl		\$ _____	
h. TDS		\$ _____	
i. SO <sub>4</sub>		\$ _____	
j. TN		\$ _____	
k. Color		\$ _____	
l. Enterococci		\$ _____	
m. E. coli		\$ _____	
n. Iron		\$ _____	
o. Discounted total for entire sample	5	\$ _____	\$ _____
9. Analysis on influent and effluent			
a. CBOD <sub>5</sub>		\$ _____	
b. TSS		\$ _____	
c. Fecal Coliform		\$ _____	
d. Discounted total for entire sample	5	\$ _____	\$ _____
10. Analysis on East Port WRF, West Port WRF, Rotonda WRF or Burnt Store WRF:			
a. Primary Drinking Water Standards on effluent	1	\$ _____	
b. Secondary Drinking Water Standards on effluent	1	\$ _____	
c. Discounted total for entire sample above	4	\$ _____	\$ _____
d. Priority Pollutants on influent and effluent	1	\$ _____	\$ _____
e. Priority Pollutants on Sludge	1	\$ _____	\$ _____
11. Sampling and Analysis of Cryptosporidium and Giardia on East Port WRF, West Port WRF, Rotonda WRF or Burnt Store WRF effluent.			
a. Cryptosporidium and Giardia on effluent		\$ _____	
b. Discounted total for entire sample	4	\$ _____	
c. Cryptosporidium and Giardia, various liquids (CCUD)	1	\$ _____	\$ _____
12. CCUD Service Areas: Special Analysis			
a. Oil & Grease on various liquids for CCUD		\$ _____	
b. Fecal Coliform, soils for CCUD		\$ _____	
c. Fecal Coliform on various liquids for CCUD		\$ _____	
d. Discounted total for entire sample	1	\$ _____	\$ _____
13. Burnt Store WRF:			
a. Total Iron on Final Effluent		\$ _____	
b. Discounted total for entire sample	52	\$ _____	\$ _____

**LEACHATE FACILITIES**

1. Treated Leachate			
a. Primary & Secondary Drinking Water Standards		\$ _____	
b. EPA Priority Pollutants		\$ _____	
c. Dioxin Screen		\$ _____	
d. Discounted total for entire sample	1	\$ _____	\$ _____

**NAME OF BIDDER** \_\_\_\_\_

(This form to be returned)

	QTY.	UNIT PRICE	EXTENDED
2. Leachate Deep Well Injection Monitoring Wells			
a. Primary & Secondary Drinking Water Standards		\$ _____	
b. EPA Priority Pollutants		\$ _____	
c. Dioxin Screen		\$ _____	
d. Discounted total for entire sample	2	\$ _____	\$ _____
3. Monthly treated Leachate and deep well:			
a. LP-350, LP-1, and LP-2			
1. Chloride		\$ _____	
2. Sulfate		\$ _____	
3. Ammonia Nitrogen		\$ _____	
4. Total Kjeldahl Nitrogen		\$ _____	
5. Total Nitrogen as N		\$ _____	
6. Nitrate-Nitrite Nitrogen		\$ _____	
7. Chemical Oxygen Demand		\$ _____	
8. Total Dissolved Solids		\$ _____	
9. Total Suspended Solids		\$ _____	
10. Biochemical Oxygen Demand		\$ _____	
11. Total Alkalinity (as CaCO3)		\$ _____	
12. Fecal Coliform		\$ _____	
13. TOC		\$ _____	
14. Discounted total for entire sample	36	\$ _____	\$ _____
4. Weekly In-House:			
a. LP-210, LP-220, LP-230			
1) Total Suspended Solids		\$ _____	
2) Discounted total for entire sample	156	\$ _____	\$ _____

**DRINKING WATER ANALYSIS ON PUBLIC DRINKING WATER SYSTEMS**

Burnt Store Water Treatment Plant

1. Groundwater Monitoring Production Wells			
a. Chlorides		\$ _____	
b. Sulfate		\$ _____	
c. TDS		\$ _____	
d. Discounted total for entire sample	120	\$ _____	\$ _____

**DISTRIBUTION SYSTEM – POTABLE WATER – BURNT STORE AND PORT CHARLOTTE**

1. Asbestos (62-550.511)	1	\$ _____	\$ _____
2. Nitrate and Nitrite (62-550.512)	1	\$ _____	\$ _____
3. Inorganic Contaminants (62-550.513)	1	\$ _____	\$ _____
4. Total Trihalomethanes (62-550-514), Stage 1 & Stage 2 Disinfection			
5. Byproducts Rule (10 samples quarterly)	40	\$ _____	\$ _____
6. Haloacetic Acids (62-550.514) Stage 1 & Stage 2 Disinfection			
7. Byproducts Rule (10 samples quarterly)	40	\$ _____	\$ _____
8. Volatile Organic Contaminants (62-550.515)	1	\$ _____	\$ _____
9. Synthetic Organic Contaminants including dioxin (past & pcbs) (62-550.516)	1	\$ _____	\$ _____
10. Microbiological (62-550.518)	125	\$ _____	\$ _____
11. Radionuclides (gross alpha, uranium, radium-226, radium-228) (62-550.519)	1	\$ _____	\$ _____
12. Secondary Contaminants (62-550.520)	1	\$ _____	\$ _____
13. Lead and Copper (40 CFR 141 subpart I)	80	\$ _____	\$ _____
14. Water Quality Parameters (40 CRF 141 subpart 1)	5	\$ _____	\$ _____

**NAME OF BIDDER** \_\_\_\_\_

(This form to be returned)

**QTY.    UNIT PRICE    EXTENDED**

**CCU ENGINEERING SPECIAL PROJECT**

1. Engineering Department Spring Lake Project:			
a. Sampling of monitoring wells.	8	\$ _____	
b. Discounted total for entire sample	96	\$ _____	\$ _____
2. Engineering Department Miscellaneous (as needed)			
a. Enterococci		\$ _____	
b. Ammonia Nitrogen		\$ _____	
c. Total Kjeldahl Nitrogen		\$ _____	
d. Nitrate-Nitrite as N		\$ _____	
e. Ortho-phosphorous as P		\$ _____	
f. Total Phosphorous as P		\$ _____	
g. Chlorophyll A		\$ _____	
h. Ammonium as NH4		\$ _____	
i. Biochemical Oxygen Demand		\$ _____	
j. Fecal coliform		\$ _____	
k. Discounted total for entire sample	1	\$ _____	\$ _____
3. Reclaim Project (monthly)			
a. Ammonia Nitrogen		\$ _____	
b. Total Kjeldahl Nitrogen		\$ _____	
c. Nitrate-Nitrite as N		\$ _____	
d. Ortho-phosphorous as P		\$ _____	
e. Total Phosphorous as P		\$ _____	
f. Total Nitrogen		\$ _____	
g. Discounted total for entire sample	120	\$ _____	\$ _____

**TOTAL AMOUNT    \$ \_\_\_\_\_**  
**(Total only the amounts listed in the extended column)**

**NAME OF BIDDER \_\_\_\_\_**

**(This form to be returned)**

If notified of the acceptance of this bid form, the undersigned agrees to execute a Contract for the stated compensation in the form as prescribed by the County, within the time constraints outlined in Instructions to Bidders.

The signature below is a guarantee that the Bidder will not withdraw his/her bid for a period of sixty (60) days after the scheduled time for opening the bids.

In accordance with section 287.135, Florida Statutes, the undersigned certifies that the company is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and does not have business operations in Cuba or Syria (if applicable) or the Scrutinized Companies that Boycott Israel List or is not participating in a boycott of Israel.

The undersigned acknowledges receipt of the following addenda, and the cost, if any, of such revisions has been included in the price bid.

Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_; Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_; Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_; Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_; Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_

**HOLD HARMLESS AGREEMENT:** The bidding firm as indicated below, through the signing of this document by any authorized party or agent, indemnify, hold harmless and defend Charlotte County, a political subdivision of the State of Florida, its officers, agents, employees, and volunteers from all suits and actions, including attorney's fees and all costs of litigation and judgment of every name and description brought against the County as a result of loss, damage or injury to person or property by reason of any act or failure to act by the bidding firm, its agents, servants or employees.

**Type of Organization (Please Check One):** Individual Ownership \_\_\_\_\_ Joint Venture \_\_\_\_\_  
Partnership \_\_\_\_\_ Corporation \_\_\_\_\_

**Name of Bidding Firm** \_\_\_\_\_

**Mailing Address** \_\_\_\_\_

**Location Address** \_\_\_\_\_

**City & State** \_\_\_\_\_ **ZIP** \_\_\_\_\_

**Telephone:** \_\_\_\_\_ **E-mail:** \_\_\_\_\_

**Signature of person authorized to bind the Company:** \_\_\_\_\_

**Print Name/Title of person authorized to bind the Company:** \_\_\_\_\_

**Date:** \_\_\_\_\_

(This form to be returned)

**SOURCE OF SUPPLY AND SUBCONTRACTORS**

The following sources of supply and subcontractors shall be used for **WATER QUALITY ANALYSIS – UTILITIES – ANNUAL CONTRACT**. (If quoter does not have a source of supply or subcontractor, insert "to be determined". When source or subcontractor is determined, selection will be subject to County approval. If not applicable, please state N/A).

<u>Source of Supply</u>	<u>Subcontractor(s)</u>
1. _____	1. _____
2. _____	2. _____
3. _____	3. _____
4. _____	4. _____
5. _____	5. _____
6. _____	6. _____

**DRUG FREE WORKPLACE FORM**

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that \_\_\_\_\_  
(name of business) does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Signature \_\_\_\_\_

Dated \_\_\_\_\_



## ATTACHMENT "A"

### POLLUTANTS FOR TESTING

Arsenic, mg/kg ~(dry weight)

Cadmium, mg/kg ~(dry weight)

Copper, mg/kg ~(dry weight)

Lead, mg/kg ~(dry weight)

Mercury, mg/kg ~(dry weight)

Molybdenum, mg/kg ~(dry weight)

Nickel, mg/kg ~(dry weight)

Selenium, mg/kg ~(dry weight)

Zinc, mg/kg ~(dry weight)

Total Nitrogen, percent ~(dry weight)

Total Phosphorous, percent ~(dry weight)

Water Extractable Phosphorus, percent ~(dry weight)

Total Potassium, percent ~(dry weight)

pH, Standard Units

Total solids, percent

Calcium Carbonate Equivalent, percent ~(dry weight)



**CHARLOTTE COUNTY BOARD OF COMMISSIONERS  
OFFICIAL BID TABULATION  
WATER QUALITY ANALYSIS - UTILITIES - ANNUAL CONTRACT  
BID NO. 2024000113**

**BID OPENING DATE: NOVEMBER 8, 2023**

**DEPT: UTILITIES**

Company Name →		SANDERS LABORATORIES, INC.	
Location →		Nokomis, FL	
Description ↓	Qty.	Unit Price	Extended Price
<b>TREATMENT FACILITIES</b>			
<b>East Port Laboratory</b>			
1. East Port Lab Reagent Water TOC Analysis	12	\$ 16.00	\$ 192.00
2. East Port Lab Reagent Water Annual Analysis	1	\$ 80.00	\$ 80.00
<b>Wastewater Treatment Plants</b>			
1. East Port Domestic Wastewater Sludge Analysis	4	\$ 140.00	\$ 560.00
2. West Port, Rotonda, and Burnt Store Domestic Sludge Analysis	3	\$ 140.00	\$ 420.00
3. West Port, East Port WRF Monthly TOC and TOX	72	\$ 160.00	\$ 11,520.00
4. Burnt Store WRF Monthly TOC	36	\$ 16.00	\$ 576.00
5. East Port WRF Analysis for Sodium	16	\$ 10.00	\$ 160.00
6. Burnt Store WRF Analysis For Groundwater			
a. Total Recoverable Arsenic		\$ 12.00	
b. Total Recoverable Cadmium		\$ 12.00	
c. Total Recoverable Chromium		\$ 12.00	
d. Total Recoverable Lead		\$ 12.00	
e. Discounted total for entire sample	28	\$ 40.00	\$ 1,120.00
7. Deep Well Injection Monitoring wells			
a. East Port WRF and West Port WRF Analysis Priced Per Well			
1) Sodium		\$ 12.00	
2) Calcium		\$ 12.00	
3) Magnesium		\$ 12.00	

Witnesses: Kathleen Lindback, CPPB, Senior Contract Specialist

and

Kimberly Chamberlain, Contract Specialist

4) Potassium		\$	12.00	
5) Bicarbonate ion		\$	12.00	
6) Total Iron		\$	12.00	
7) Discounted total for entire sample	24	\$	60.00	\$ 1,440.00
b. Burnt Store WRF and WTF Deep Injection Wells				
1) TOX		\$	160.00	
2) Sodium		\$	12.00	
3) Calcium		\$	12.00	
4) Potassium		\$	12.00	
5) Magnesium		\$	12.00	
6) Total Iron		\$	12.00	
7) Bicarbonate		\$	12.00	
8) Discounted total for entire sample	16	\$	210.00	\$ 3,360.00
c. Burnt Store WRF And WTF Lower Zone And Brine (High TSS)				
1) Gross Alpha		\$	60.00	
2) Uranium		\$	75.00	
3) Radium 226		\$	150.00	
4) Radium 228		\$	150.00	
5) Discounted total for entire sample	12	\$	295.00	\$ 3,540.00
8. East Port, West Port, Rotonda, and Burnt Store				
a. TKN		\$	40.00	
b. NO2 & NO3		\$	40.00	
c. NO3		\$	40.00	
d. NO2		\$	40.00	
e. TP		\$	40.00	
f. NH3-N		\$	20.00	

Witnesses: Kathleen Lindback, CPPB, Senior Contract Specialist

and

Kimberly Chamberlain, Contract Specialist

g. Cl		\$	20.00	
h. TDS		\$	20.00	
i. SO4		\$	20.00	
j. TN		\$	45.00	
k. Color		\$	20.00	
l. Enterococci		\$	29.00	
m. E. coli		\$	29.00	
n. Iron		\$	12.00	
o. Discounted total for entire sample	5	\$	130.00	\$ 650.00
9. Analysis On Influent & Effluent:				
a. CBOD5		\$	30.00	
b. TSS		\$	20.00	
c. Fecal Coliform		\$	20.00	
d. Discounted total for entire sample	5	\$	40.00	\$ 200.00
10. Analysis On East Port WRF, West Port WRF, Rotonda WRF, Or Burnt Store WRF				
a. Primary Drinking Water standards on effluent	1	\$	850.00	
b. Secondary Drinking Water standards on effluent	1	\$	200.00	
c. Discounted total for entire sample	4	\$	900.00	\$ 3,600.00
d. Priority Pollutants on influent and effluent	1	\$	500.00	\$ 500.00
e. Priority Pollutants on sludge	1	\$	500.00	\$ 500.00
11. Sampling And Analysis Of Cryptosporidium And Giardia On East Port WRF, West Port WRF, Rotonda WRF Or Burnt Store WRF Effluent				
a. Cryptosporidium and Giardia on effluent		\$	950.00	
b. Discounted total for entire sample	4	\$	950.00	
c. Cryptosporidium and Giardia on various liquids	1	\$	950.00	\$ 950.00
12. CCUD Service Areas: Special Analysis				
a. Oil and grease on various liquids for CCUD		\$	64.00	

Witnesses: Kathleen Lindback, CPPB, Senior Contract Specialist

and

Kimberly Chamberlain, Contract Specialist

b. Fecal Coliform, soils for CCUD		\$	45.00	
c. Fecal Coliform on various liquids for CCUD		\$	45.00	
d. Discounted total for entire sample	1	\$	150.00	\$ 150.00
<b>13. Burnt Store WRF</b>				
a. Total Iron on Final Effluent		\$	25.00	
b. Discounted total for entire sample	52	\$	12.00	\$ 624.00
<b>LEACHATE FACILITIES</b>				
<b>1. Treated Leachate:</b>				
a. Primary and Secondary Drinking Water Standards		\$	1,600.00	
b. EPA Priority Pollutants		\$	750.00	
c. Dioxin Screen		\$	400.00	
d. Discounted total for entire sample	1	\$	1,900.00	\$ 1,900.00
<b>2. Leachate Deep Well Injection Monitoring Wells</b>				
a. Primary and Secondary Drinking Water Standards		\$	1,600.00	
b. EPA Priority Pollutants		\$	600.00	
c. Dioxin Screen		\$	400.00	
d. Discounted total for entire sample	2	\$	1,900.00	\$ 3,800.00
<b>3. Monthly treated Leachate and deep well</b>				
a. LP350, LP-1, and LP-2				
1) Chloride		\$	35.00	
2) Sulfate		\$	35.00	
3) Ammonia Nitrogen		\$	35.00	
4) Total Kjeldahl Nitrogen		\$	35.00	
5) Total Nitrogen as N		\$	35.00	
6) Nitrate-Nitrite Nitrogen		\$	35.00	
7) Chemical Oxygen Demand		\$	35.00	

Witnesses: Kathleen Lindback, CPPB, Senior Contract Specialist

and

Kimberly Chamberlain, Contract Specialist

8) Total Dissolved Solids		\$	35.00	
9) Total Suspended Solids		\$	35.00	
10) Biochemical Oxygen Demand		\$	35.00	
11) Total Alkalinity (as CaCO3)		\$	35.00	
12) Fecal Colliform		\$	35.00	
13) TOC		\$	35.00	
14) Discounted total for entire sample	36	\$	185.00	\$ 6,660.00
4. Weekly In-House				
a. LP-210, LP-220, LP-230				
1) Total Suspended Solids		\$	35.00	
2) Discounted total for entire sample	156	\$	12.00	\$ 1,872.00
<b>DRINKING WATER ANALYSIS ON PUBLIC DRINKING WATER SYSTEMS</b>				
Burnt Store Water Treatment Plant				
1. Groundwater Monitoring Production Wells				
a. Chlorides		\$	20.00	
b. Sulfate		\$	20.00	
c. TDS		\$	20.00	
d. Discounted total for entire sample	120	\$	30.00	\$ 3,600.00
<b>DISTRIBUTION SYSTEM - POTABLE WATER - BURNT STORE AND PORT CHARLOTTE</b>				
1. Asbestos (62-550.511)	1	\$	150.00	\$ 150.00
2. Nitrate and Nitrite (62-550.512)	1	\$	20.00	\$ 20.00
3. Inorganic Contaminants (62-550.513)	1	\$	130.00	\$ 130.00
4. Total Trihalomethanes (62-550.514), Stage 1 & Stage 2 Disinfection				
5. Byproducts Rule (8 samples quarterly)	40	\$	40.00	\$ 1,600.00
6. Haloacetic Acids (62-550.514) Stage 1 & Stage 2 Disinfection				
7. Byproducts Rule (10 samples quarterly)	40	\$	60.00	\$ 2,400.00

Witnesses: Kathleen Lindback, CPPB, Senior Contract Specialist

and

Kimberly Chamberlain, Contract Specialist

8. Volatile Organic Contaminants (62-550.515)	1	\$	70.00	\$	70.00
9. Synthetic Organic Contaminants including dioxin (past & pcbs) (62-550.516)	1	\$	950.00	\$	950.00
10. Microbiological (62-550.518)	125	\$	10.00	\$	1,250.00
11. Radionuclides (gross alpha, uranium, radium-226, radium-228) (62-550.519)	1	\$	295.00	\$	295.00
12. Secondary Contaminants (62-550.520)	1	\$	150.00	\$	150.00
13. Lead and Copper (40 CFR 141 subpart I)	80	\$	22.00	\$	1,760.00
14. Water Quality Parameters (40 CFR 141 subpart 1)	5	\$	50.00	\$	250.00
<b>CCU ENGINEERING SPECIAL PROJECT</b>					
1. Engineering Department Spring Lake Project					
a. Sampling of monitoring wells	8	\$	100.00		
b. Discounted total for entire sample	96	\$	60.00	\$	5,760.00
2. Engineering Department Miscellaneous (as needed)					
a. Enterococci		\$	30.00		
b. Ammonia Nitrogen		\$	20.00		
c. Total Kjeldahl Nitrogen		\$	40.00		
d. Nitrate-Nitrite as N		\$	20.00		
e. Ortho-phosphorous as P		\$	30.00		
f. Total Phosphorous as P		\$	40.00		
g. Chlorophyll A		\$	75.00		
h. Ammonium as NH4		\$	20.00		
i. Biochemical Oxygen Demand		\$	35.00		
j. Fecal Coliform		\$	25.00		
k. Discounted total for entire sample	1	\$	250.00	\$	250.00
3. Reclaim Project (monthly)					
a. Ammonia Nitrogen		\$	20.00		
b. Total Kjeldahl Nitrogen		\$	40.00		

Witnesses: Kathleen Lindback, CPPB, Senior Contract Specialist

and

Kimberly Chamberlain, Contract Specialist



c. Nitrate-Nitrite as N		\$	20.00	
d. Ortho-phosphorous as P		\$	30.00	
e. Total Phosphorous as P		\$	40.00	
f. Total Nitrogen		\$	40.00	
g. Discounted total for entire sample	120	\$	90.00	\$ 10,800.00
<b>TOTAL</b>				\$ 73,809.00
<b>Percentage Discount on Tests not listed</b>			10%	
<b>Length of Time to Repond (Hours)</b>			12	

Witnesses: Kathleen Lindback, CPPB, Senior Contract Specialist

and

Kimberly Chamberlain, Contract Specialist



## Water Quality Analysis-Annual Contract

**Bid # 2024-113 Due 11/08/2023 @ 2.00 PM**

### Table of Contents

1. Company Background
2. Bid Package
3. References
4. Certifications
5. Performance Evaluations
6. Report Example
7. USB Drive w/Complete list of submittals

## **2.0 COMPANY BACKGROUND**

Since 1990, Sanders Laboratories has been serving the sampling and laboratory testing needs of South Florida. With our two laboratories (one in Nokomis in Sarasota County and the other in Fort Myers), we provide a broad range of services to clientele reaching from Tampa Bay to the Florida Keys and across the state from coast to coast. Throughout the years, we have developed a reputation for exceptional quality.

Specializing in analysis for inorganic parameters (metals, nutrients, physical properties, etc.) and microbiology, we are state and National Environmental Laboratory Accreditation Program (NELAP) certified for Drinking Water, Environmental Water and Soils.

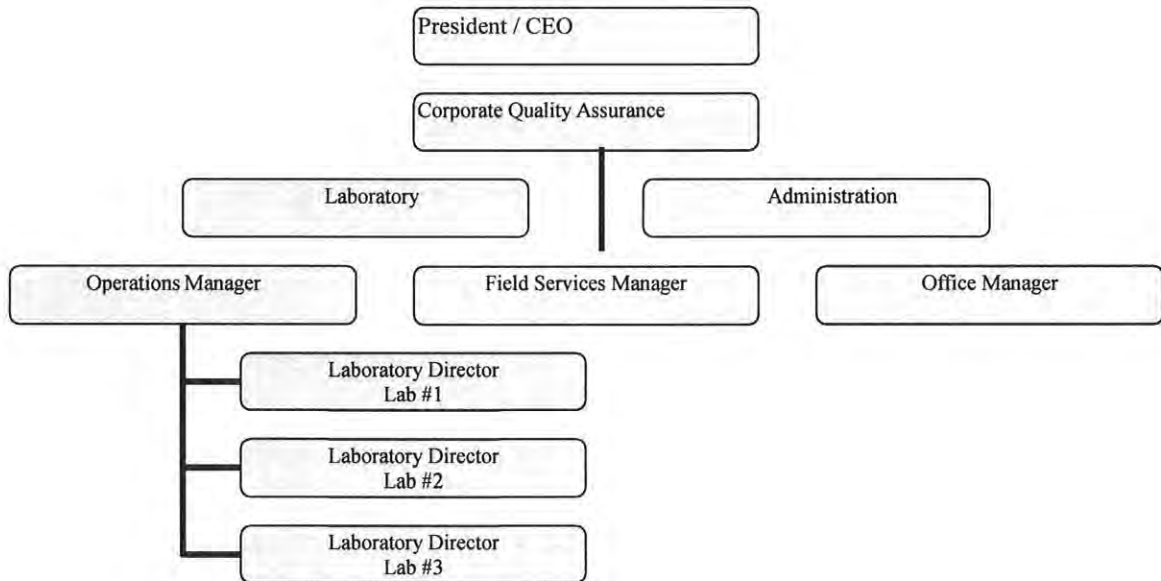
In addition, through strong relationships with other certified laboratories, we are able to offer additional services that you might need and assure the same level of integrity and quality that we always provide.

Our clients are many and varied, ranging from city and county governments to environmental firms, drilling companies, wetland studies groups and private utility companies. A small sampling of the organizations we have served includes the governments for Sarasota and Lee Counties; the city governments of Venice, North Port, Fort Myers, and Clearwater; the South Florida Water Management District; the Florida Department of Transportation; and MacDill Air Force Base.

## **3.0 Organizational Plan**

The laboratory is a commercial organization. The Federal Tax Identification # (65-1090069) Any certified methods are available upon request, if applicable. Our operations extend to both facilities, courier operations, and field services.

Sanders Laboratories, Inc. laboratories operate from two separate locations. The main facility, in Nokomis, Florida, houses all administrative activities, as well as a full service laboratory. The second facility, in Fort Myers, Florida, is a laboratory performing selected analyses. Sanders Laboratories, Inc. also provides a full service sampling staff and courier services. Sanders Laboratories, Inc is a legally responsible entity.



#### 4.0 Qualifications and Experience of Proposed Personnel

Mr Henry Mason is the President/ CEO of Sanders Laboratories. He received his MS in Chemical Engineering and an MBA from Columbia. With over 25 years of experience he is an asset to our Corporation.

Mr. Jeff Walsh is the Operations Manager at Sanders Laboratories. He has over 20 years of experience within this industry and has worked for several private and public organizations.

Ms. Katie Strothman is the Laboratory Director and Quality Assurance Manager of Sanders Laboratories, Inc. since 2004. Prior to that Katie has worked for a couple of public and private facilities. She has held a vast array of job titles ranging from receiving, chemist, microbiologist, and field technician. She has over 15 years experience in the managerial, environmental, and laboratory industry. Katie holds a Bachelor of Science degree in Biology with a minor in Chemistry from Florida Gulf Coast University.

Mrs. Tami Bright is the Office Manager at Sanders Laboratories Inc. She has Marine Science background and over 20 years of experience in the environmental and managerial industry.

**BID FORM  
WATER QUALITY ANALYSIS – UTILITIES – ANNUAL CONTRACT  
BID NO. 2024000113**

TO: Senior Division Manager - Purchasing  
Board of County Commissioners  
Charlotte County Administration Center  
18500 Murdock Circle  
Port Charlotte, Florida 33948-1094

The undersigned, as bidder, does hereby declare that he has read the Request for Bids, Instructions to Bidders, Technical Specifications & Conditions, Insurance, Safety & Health Requirements, Bid Form, and any other documentation for

**WATER QUALITY ANALYSIS – UTILITIES – ANNUAL CONTRACT**

and further agrees to furnish all items listed on the attached Bid Form in accordance with the unit price(s) submitted. The above specified documents are herein incorporated into the Bid Form and shall be defined as the contract documents.

CHARLOTTE COUNTY UTILITIES \$ 73,609 \_\_\_\_\_

Percentage discount on tests not listed 10 percent.

Length of time to respond to directive to perform. 12 hours (not to exceed 24 hours).

Please mark the following spaces with a checkmark (✓) indicating the following are made a part of your Bid Form:

- Proof of certification of subcontractors as required on (TS-02, B)
- Proof of certification of staff & classification of employee identified in accordance with Section TS-03
- Prices bid include test bottles, shipping containers, mailers, and courier
- All submittals required by Item TS-07 are enclosed
- Current Quality Manual UPON REQUEST

**NOTE:** In accordance with Florida Statutes, Section 119.071(1)(b)2: Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.071(1)(b)2 and s. 24(a), Art. I of the State Constitution, except as provided by Florida Statutes 255.0518, until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier. Upon release of the intended decision, if you wish to obtain the quote results, you may do so by visiting our Website at <http://purchasingbids.charlottecountyfl.gov/> under "Purchasing Bids Online", document number 241134. No information regarding the submittal will be divulged over the telephone.

**OPTIONAL ELECTRONIC BID SUBMISSIONS:** If your firm would like to submit your bid electronically, please visit <http://bit.ly/3TYAyKa> and follow given instructions.

Name of Bidder: Sanders Laboratories, Inc.

(This form to be returned)

**SUMMARY OF PAY ITEMS FOR WATER QUALITY ANALYSIS – UTILITIES – ANNUAL CONTRACT**

**PLEASE NOTE:** The entirety of each item will not always be accomplished; therefore, in such cases where it may, it is requested a cost be indicated for "Total Sample".

	QTY.	UNIT PRICE	EXTENDED
<b><u>TREATMENT FACILITIES</u></b>			
<b>East Port Laboratory</b>			
1. East Port Lab Reagent Water TOC Analysis	12	\$ 16	\$ 192
2. East Port Lab Reagent Water Annual Analysis	1	\$ 80	\$ 80
<b>Wastewater Treatment Plants</b>			
1. East Port Domestic Wastewater Sludge Analysis	4	\$ 140	\$ 560
2. West Port, Rotonda and Burnt Store Domestic Sludge Analysis	3	\$ 140	\$ 420
3. West Port, East Port WRF Monthly TOC and TOX	72	\$ 160	\$ 11520
4. Burnt Store WRF Monthly TOC	36	\$ 16	\$ 576
5. East Port WRF Analysis for Sodium	16	\$ 10	\$ 160
6. Burnt Store WRF Analysis for groundwater			
a. Total recoverable Arsenic		\$ 12	
b. Total recoverable Cadmium		\$ 12	
c. Total recoverable Chromium		\$ 12	
d. Total recoverable Lead		\$ 12	
e. Discounted total for entire sample	28	\$ 40	\$ 1120
7. Deep Well Injection Monitoring wells			
a. East Port WRF and West Port WRF Analysis priced per well			
1) Sodium		\$ 12	
2) Calcium		\$ 12	
3) Magnesium		\$ 12	
4) Potassium		\$ 12	
5) Bicarbonate ion		\$ 12	
6) Total Iron		\$ 12	
7) Discounted total for entire sample	24	\$ 60	\$ 1440
b. Burnt Store WRF and WTF Deep Injection Wells			
1) TOX		\$ 160	
2) Sodium		\$ 12	
3) Calcium		\$ 12	
4) Potassium		\$ 12	
5) Magnesium		\$ 12	
6) Total Iron		\$ 12	
7) Bicarbonate		\$ 12	
8) Discounted total for entire sample	16	\$ 210	\$ 3360
c. Burnt Store WRF and WTF lower zone and Brine (High TSS)			
1) Gross Alpha		\$ 60	
2) Uranium		\$ 75	
3) Radium 226		\$ 150	
4) Radium 228		\$ 150	
5) Discounted total for entire sample	12	\$ 295	\$ 3540

NAME OF BIDDER Sanders Laboratories, Inc.

(This form to be returned)

	QTY.	UNIT PRICE	EXTENDED
8. East Port, West Port, Rotonda, and Burnt Store			
a. TKN		\$ 40	
b. NO <sub>2</sub> + NO <sub>3</sub>		\$ 40	
c. NO <sub>3</sub>		\$ 40	
d. NO <sub>2</sub>		\$ 40	
e. TP		\$ 40	
f. NH <sub>3</sub> -N		\$ 20	
g. Cl		\$ 20	
h. TDS		\$ 20	
i. SO <sub>4</sub>		\$ 20	
j. TN		\$ 45	
k. Color		\$ 20	
l. Enterococci		\$ 29	
m. E. coli		\$ 29	
n. Iron		\$ 12	
o. Discounted total for entire sample	5	\$ 130	\$ 650
9. Analysis on influent and effluent			
a. CBOD <sub>5</sub>		\$ 30	
b. TSS		\$ 20	
c. Fecal Coliform		\$ 20	
d. Discounted total for entire sample	5	\$ 40	\$ 200
10. Analysis on East Port WRF, West Port WRF, Rotonda WRF or Burnt Store WRF:			
a. Primary Drinking Water Standards on effluent	1	\$ 850	
b. Secondary Drinking Water Standards on effluent	1	\$ 200	
c. Discounted total for entire sample above	4	\$ 900	\$ 3600
d. Priority Pollutants on influent and effluent	1	\$ 500	\$ 500
e. Priority Pollutants on Sludge	1	\$ 500	\$ 500
11. Sampling and Analysis of Cryptosporidium and Giardia on East Port WRF, West Port WRF, Rotonda WRF or Burnt Store WRF effluent.			
a. Cryptosporidium and Giardia on effluent		\$ 950	
b. Discounted total for entire sample	4	\$ 950	
c. Cryptosporidium and Giardia, various liquids (CCUD)	1	\$ 950	\$ 950
12. CCUD Service Areas: Special Analysis			
a. Oil & Grease on various liquids for CCUD		\$ 64	
b. Fecal Coliform, soils for CCUD		\$ 45	
c. Fecal Coliform on various liquids for CCUD		\$ 45	
d. Discounted total for entire sample	1	\$ 150	\$ 150
13. Burnt Store WRF:			
a. Total Iron on Final Effluent		\$ 25	
b. Discounted total for entire sample	52	\$ 12	\$ 624

**LEACHATE FACILITIES**

1. Treated Leachate			
a. Primary & Secondary Drinking Water Standards		\$ 1600	
b. EPA Priority Pollutants		\$ 750	
c. Dioxin Screen		\$ 400	
d. Discounted total for entire sample	1	\$ 1900	\$ 1900

NAME OF BIDDER Sanders Laboratories, Inc.

(This form to be returned)



	QTY.	UNIT PRICE	EXTENDED
2. Leachate Deep Well Injection Monitoring Wells			
a. Primary & Secondary Drinking Water Standards		\$ 1600	
b. EPA Priority Pollutants		\$ 600	
c. Dioxin Screen		\$ 400	
d. Discounted total for entire sample	2	\$ 1900	<del>\$ 3600</del> \$3,800 at
3. Monthly treated Leachate and deep well:			
a. LP-350, LP-1, and LP-2			
1. Chloride		\$ 35	
2. Sulfate		\$ 35	
3. Ammonia Nitrogen		\$ 35	
4. Total Kjeldahl Nitrogen		\$ 35	
5. Total Nitrogen as N		\$ 35	
6. Nitrate-Nitrite Nitrogen		\$ 35	
7. Chemical Oxygen Demand		\$ 35	
8. Total Dissolved Solids		\$ 35	
9. Total Suspended Solids		\$ 35	
10. Biochemical Oxygen Demand		\$ 35	
11. Total Alkalinity (as CaCO3)		\$ 35	
12. Fecal Coliform		\$ 35	
13. TOC		\$ 35	
14. Discounted total for entire sample	36	\$ 185	\$ 6660
4. Weekly In-House:			
a. LP-210, LP-220, LP-230			
1) Total Suspended Solids		\$ 35	
2) Discounted total for entire sample	156	\$ 12	\$ 1872

**DRINKING WATER ANALYSIS ON PUBLIC DRINKING WATER SYSTEMS**

**Burnt Store Water Treatment Plant**

1. Groundwater Monitoring Production Wells			
a. Chlorides		\$ 20	
b. Sulfate		\$ 20	
c. TDS		\$ 20	
d. Discounted total for entire sample	120	\$ 30	\$ 3600

**DISTRIBUTION SYSTEM – POTABLE WATER – BURNT STORE AND PORT CHARLOTTE**

1. Asbestos (62-550.511)	1	\$ 150	\$ 150
2. Nitrate and Nitrite (62-550.512)	1	\$ 20	\$ 20
3. Inorganic Contaminants (62-550.513)	1	\$ 130	\$ 130
4. Total Trihalomethanes (62-550-514), Stage 1 & Stage 2 Disinfection			
5. Byproducts Rule (10 samples quarterly)	40	\$ 40	\$ 1600
6. Haloacetic Acids (62-550.514) Stage 1 & Stage 2 Disinfection			
7. Byproducts Rule (10 samples quarterly)	40	\$ 60	\$ 2400
8. Volatile Organic Contaminants (62-550.515)	1	\$ 70	\$ 70
9. Synthetic Organic Contaminants including dioxin (past & pcbs) (62-550.516)	1	\$ 950	\$ 950
10. Microbiological (62-550.518)	125	\$ 10	\$ 1250
11. Radionuclides (gross alpha, uranium, radium-226, radium-228) (62-550.519)	1	\$ 295	\$ 295
12. Secondary Contaminants (62-550.520)	1	\$ 150	\$ 150
13. Lead and Copper (40 CFR 141 subpart I)	80	\$ 22	\$ 1760
14. Water Quality Parameters (40 CRF 141 subpart 1)	5	\$ 50	\$ 250

NAME OF BIDDER Sanders Laboratories, Inc.

(This form to be returned)

**QTY. UNIT PRICE EXTENDED**

**CCU ENGINEERING SPECIAL PROJECT**

1. Engineering Department Spring Lake Project:			
a. Sampling of monitoring wells.	8	\$ 100	
b. Discounted total for entire sample	96	\$ 60	\$ 5760
2. Engineering Department Miscellaneous (as needed)			
a. Enterococci		\$ 30	
b. Ammonia Nitrogen		\$ 20	
c. Total Kjeldahl Nitrogen		\$ 40	
d. Nitrate-Nitrite as N		\$ 20	
e. Ortho-phosphorous as P		\$ 30	
f. Total Phosphorous as P		\$ 40	
g. Chlorophyll A		\$ 75	
h. Ammonium as NH4		\$ 20	
i. Biochemical Oxygen Demand		\$ 35	
j. Fecal coliform		\$ 25	
k. Discounted total for entire sample	1	\$ 250	\$ 250
3. Reclaim Project (monthly)			
a. Ammonia Nitrogen		\$ 20	
b. Total Kjeldahl Nitrogen		\$ 40	
c. Nitrate-Nitrite as N		\$ 20	
d. Ortho-phosphorous as P		\$ 30	
e. Total Phosphorous as P		\$ 40	
f. Total Nitrogen		\$ 40	
g. Discounted total for entire sample	120	\$ 90	\$ 10800

**TOTAL AMOUNT**      ~~\$ 73,609~~ **\$73,809.00 at**  
**(Total only the amounts listed in the extended column)**

**NAME OF BIDDER** Sanders Laboratories, Inc.

**(This form to be returned)**





**SOURCE OF SUPPLY AND SUBCONTRACTORS**

The following sources of supply and subcontractors shall be used for **WATER QUALITY ANALYSIS – UTILITIES – ANNUAL CONTRACT**. (If quoter does not have a source of supply or subcontractor, insert "to be determined". When source or subcontractor is determined, selection will be subject to County approval. If not applicable, please state N/A).

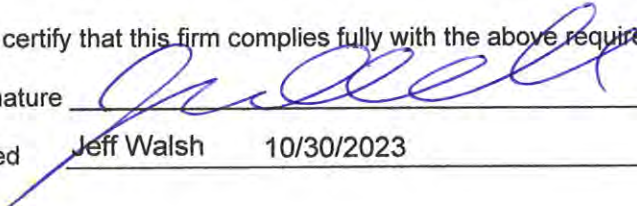
<u>Source of Supply</u>	<u>Subcontractor(s)</u>
1. _____	1. <u>Pace Labs</u> -Metals, organics, dioxin
2. _____	2. <u>BCS Labs</u> Crypto & Giardia
3. _____	3. <u>Summit Labs</u> -TOX
4. _____	4. _____
5. _____	5. _____
6. _____	6. _____

**DRUG FREE WORKPLACE FORM**

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that Sanders Laboratories (name of business) does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Signature   
 Dated Jeff Walsh     10/30/2023

## ATTACHMENT "A"

### POLLUTANTS FOR TESTING

Arsenic, mg/kg ~(dry weight)

Cadmium, mg/kg ~(dry weight)

Copper, mg/kg ~(dry weight)

Lead, mg/kg ~(dry weight)

Mercury, mg/kg ~(dry weight)

Molybdenum, mg/kg ~(dry weight)

Nickel, mg/kg ~(dry weight)

Selenium, mg/kg ~(dry weight)

Zinc, mg/kg ~(dry weight)

Total Nitrogen, percent ~(dry weight)

Total Phosphorous, percent ~(dry weight)

Water Extractable Phosphorus, percent ~(dry weight)

Total Potassium, percent ~(dry weight)

pH, Standard Units

Total solids, percent

Calcium Carbonate Equivalent, percent ~(dry weight)

Project Name Type text here Compliance Testing  
Description of Work  
Daily/weekly sampling and analyses for wastewater and drinking water plants  
Location Venice, FL.  
Year 20\_14- on-going Contract Price \$ 45,000  
Contact Name Chloe Crouch  
Title & Name of Firm Operations Supervisor, Venice Utilities  
Phone No. 941-882-7294  
Email: ccrouch@venicefl.gov

Project Name Type text here Compliance Testing  
Description of Work  
Daily/weekly sampling and analyses for wastewater and drinking water plants  
Location Bonita Springs, FL.  
Year 20\_02- on-going Contract Price \$ 70,000  
Contact Name Andy Koebel  
Title & Name of Firm Director, Bonita Springs Utilities  
Phone No. 239-390-4958  
Email: akoebel@bsu.us

Project Name Compliance Testing  
Description of Work  
Daily/weekly sampling and analyses for wastewater and drinking water plants  
Location Arcadia, FL.  
Year 20\_16- on-going Contract Price \$ 60,000  
Contact Name AJ Berndt  
Title & Name of Firm Utilities Director, Arcadia Florida  
Phone No. 863-494-3464  
Email: wtp@arcadia-fl.gov

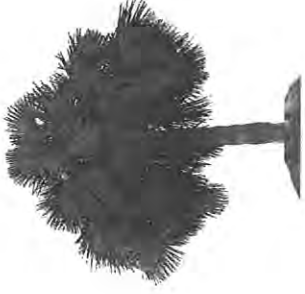
Project Name	<u>Compliance Testing</u>		
Description of Work	<u>Daily/weekly sampling and analyses for wastewater and drinking water plants</u>		
Location	<u>Boca Grande, Florida</u>		
Year	<u>20_05-</u> on going	Contract Price	\$ <u>60,000</u>
Contact Name	<u>Ron Bolton</u>		
Title & Name of Firm	<u>Director, Gasparilla Island Utilities</u>		
Phone No.	<u>941-964-2423</u>		
Email:	<u>ron@mygiwa.com</u>		

Project Name	<u>Compliance Testing</u>		
Description of Work	<u>Daily/weekly sampling and analyses for wastewater and drinking water plants</u>		
Location	<u>Palmetto, Fl.</u>		
Year	<u>20_05-</u> on going	Contract Price	\$ <u>100,000</u>
Contact Name	<u>Devin Bloome</u>		
Title & Name of Firm	<u>Director, Veolia North America( City of Palmetto)</u>		
Phone No.	<u>941-723-6106</u>		
Email:	<u>devin.bloome@veolia.com</u>		





State of Florida  
Department of Health, Bureau of Public Health Laboratories  
This is to certify that



E84380

SANDERS LABORATORIES, INC. - NOKOMIS  
1050 ENDEAVOR CT.  
NOKOMIS, FL 34275

has complied with Florida Administrative Code 64E-1,  
for the examination of environmental samples in the following categories

DRINKING WATER - MICROBIOLOGY, DRINKING WATER - PRIMARY INORGANIC CONTAMINANTS, DRINKING WATER - SECONDARY INORGANIC CONTAMINANTS, NON-POTABLE WATER - GENERAL CHEMISTRY, NON-POTABLE WATER - MICROBIOLOGY, SOLID AND CHEMICAL MATERIALS - GENERAL CHEMISTRY, SOLID AND CHEMICAL MATERIALS - MICROBIOLOGY

Continued certification is contingent upon successful on-going compliance with the NELAC Standards and FAC Rule 64E-1 regulations. Specific methods and analytes certified are cited on the Laboratory Scope of Accreditation for this laboratory and are on file at the Bureau of Public Health Laboratories, P. O. Box 210, Jacksonville, Florida 32231. Clients and customers are urged to verify with this agency the laboratory's certification status in Florida for particular methods and analytes.

Date Issued: July 01, 2023      Expiration Date: June 30, 2024



A handwritten signature in cursive script.

Susanne Crowe, MHA  
Interim Chief Bureau of Public Health Laboratories  
DH Form 1697, 7/04  
NON-TRANSFERABLE E84380-47-07/01/2023  
Supersedes all previously issued certificates



**Laboratory Scope of Accreditation**

**Attachment to Certificate #: E84380-47, expiration date June 30, 2024. This listing of accredited analytes should be used only when associated with a valid certificate.**

State Laboratory ID: E84380

EPA Lab Code: FL00506

(941) 488-8103

**E84380**

**Sanders Laboratories, Inc. - Nokomis**

**1050 Endeavor Ct.**

**Nokomis, FL 34275**

**Matrix: Drinking Water**

Analyte#	Analyte	Method/Tech	Method Code	Category	Effective Date
1505	Alkalinity as CaCO <sub>3</sub>	SM 2320 B	20045607	Primary Inorganic Contaminants	4/17/2007
1550	Calcium hardness as CaCO <sub>3</sub>	EPA 215.2	10025204	Secondary Inorganic Contaminants	8/25/2004
1575	Chloride	SM 4500 Cl- B	20084600	Secondary Inorganic Contaminants	1/18/2002
1575	Chloride	SM 4500-Cl <sup>-</sup> E	20086004	Secondary Inorganic Contaminants	12/29/2022
1605	Color	SM 2120 B	20039309	Secondary Inorganic Contaminants	1/18/2002
1610	Conductivity	SM 2510 B	20048606	Primary Inorganic Contaminants	8/25/2004
2525	Escherichia coli	SM 9222 G	20210199	Microbiology	11/16/2017
2525	Escherichia coli	SM 9223 B	20037676	Microbiology	1/18/2002
1730	Fluoride	SM 4500 F-C	20102403	Secondary Inorganic Contaminants, Primary Inorganic Contaminants	1/18/2002
1750	Hardness	SM 2340 C	20047603	Primary Inorganic Contaminants	4/17/2007
2556	Legionella pneumophila	SOP Sanders LEGIOLERT #41	20032657	Microbiology	11/1/2018
1810	Nitrate as N	EPA 353.2	10067604	Primary Inorganic Contaminants	3/18/2002
1840	Nitrite as N	EPA 353.2	10067604	Primary Inorganic Contaminants	3/18/2002
1855	Odor	SM 2150 B	20043805	Secondary Inorganic Contaminants	1/18/2002
1900	pH	SM 4500-H+-B	20105219	Primary Inorganic Contaminants	4/17/2007
1955	Residue-filterable (TDS)	SM 2540 C	20050402	Primary Inorganic Contaminants	4/17/2007
2000	Sulfate	ASTM D516-90	30002201	Primary Inorganic Contaminants	4/17/2007
2500	Total coliforms	SM 9222 B	20203401	Microbiology	1/18/2002
2500	Total coliforms	SM 9223 B	20037676	Microbiology	1/18/2002
1825	Total nitrate-nitrite	EPA 353.2	10067604	Primary Inorganic Contaminants	3/18/2002



**Laboratory Scope of Accreditation**

Attachment to Certificate #: E84380-47, expiration date June 30, 2024. This listing of accredited analytes should be used only when associated with a valid certificate.

State Laboratory ID: E84380

EPA Lab Code: FL00506

(941) 488-8103

**E84380**

**Sanders Laboratories, Inc. - Nokomis**

**1050 Endeavor Ct.**

**Nokomis, FL 34275**

**Matrix: Non-Potable Water**

Analyte#	Analyte	Method/Tech	Method Code	Category	Effective Date
1505	Alkalinity as CaCO <sub>3</sub>	SM 2320 B-2011	20045618	General Chemistry	2/24/2023
1515	Ammonia as N	EPA 350.1	10063602	General Chemistry	3/17/2008
1530	Biochemical oxygen demand	SM 5210 B-2016	20135039	General Chemistry	2/24/2023
1555	Carbonaceous BOD (CBOD)	SM 5210 B-2016	20135039	General Chemistry	2/24/2023
1575	Chloride	SM 4500-Cl <sup>-</sup> E-2011	20086811	General Chemistry	2/24/2023
9345	Chlorophylls	EPA 445	10081400	General Chemistry	11/1/2018
9345	Chlorophylls	SM 10200 H - 2011	20300236	General Chemistry	2/24/2023
1605	Color	SM 2120 B-2011	20039310	General Chemistry	2/24/2023
1610	Conductivity	SM 2510 B-2011	20048617	General Chemistry	2/24/2023
2520	Enterococci	ENTEROLERT / QUANTI-TRAY	60030208	Microbiology	12/29/2022
2520	Enterococci	EPA 1600	10119854	Microbiology	10/20/2014
2525	Escherichia coli	SM 9223 B /QUANTI-TRAY	20211603	Microbiology	2/18/2022
2530	Fecal coliforms	COLILERT®-18 (Fecal Coliforms)	60002688	Microbiology	11/1/2018
2530	Fecal coliforms	SM 9221 E-2014	20227263	Microbiology	2/24/2023
2530	Fecal coliforms	SM 9222 D-2015	20210020	Microbiology	2/24/2023
2540	Fecal streptococci	SM 9230 B	20217645	Microbiology	11/1/2018
1730	Fluoride	SM 4500-F <sup>-</sup> C-2011	20102414	General Chemistry	2/24/2023
2555	Heterotrophic plate count	SIMPLATE	60032602	Microbiology	12/29/2022
1795	Kjeldahl nitrogen - total	EPA 351.2	10065404	General Chemistry	1/18/2002
2556	Legionella pneumophila	SOP Sanders LEGIOLERT #41	60032657	Microbiology	11/1/2018
1810	Nitrate as N	EPA 353.2	10067604	General Chemistry	1/18/2002
1840	Nitrite as N	EPA 353.2	10067604	General Chemistry	10/8/2004
1865	Organic nitrogen	EPA 351.2 - EPA 350.3	10238230	General Chemistry	1/18/2002
1870	Orthophosphate as P	SM 4500-P E-2011	20124225	General Chemistry	2/24/2023
1900	pH	SM 4500-H+ B-2011	20105220	General Chemistry	2/24/2023
1910	Phosphorus, total	EPA 365.4	10071202	General Chemistry	10/8/2004
1955	Residue-filterable (TDS)	SM 2540 C-2015	20050435	General Chemistry	2/24/2023
1960	Residue-nonfilterable (TSS)	SM 2540 D-2015	20051223	General Chemistry	2/24/2023
1950	Residue-total	SM 2540 B-2015	20049438	General Chemistry	2/24/2023
1970	Residue-volatile	EPA 160.4	10010409	General Chemistry	8/25/2004
1995	Silica-dissolved	SM 4500-SiO <sub>2</sub> C-2011	20128614	General Chemistry	2/24/2023
2000	Sulfate	ASTM D516-90	30002201	General Chemistry	4/17/2007
2500	Total coliforms	SM 9222 B-2015	20208439	Microbiology	2/24/2023
1755	Total hardness as CaCO <sub>3</sub>	SM 2340 C-2011	20047614	General Chemistry	2/24/2023

**Clients and Customers are urged to verify the laboratory's current certification status with the Environmental Laboratory Certification Program.**

**Certification Type: NELAP**  
**Issue Date: 7/1/2023**  
**Expiration Date: 6/30/2024**



**Laboratory Scope of Accreditation**

Attachment to Certificate #: E84380-47, expiration date June 30, 2024. This listing of accredited analytes should be used only when associated with a valid certificate.

State Laboratory ID: E84380

EPA Lab Code: FL00506

(941) 488-8103

**E84380**

**Sanders Laboratories, Inc. - Nokomis**  
**1050 Endeavor Ct.**  
**Nokomis, FL 34275**

**Matrix: Non-Potable Water**

Analyte#	Analyte	Method/Tech	Method Code	Category	Effective Date
1825	Total nitrate-nitrite	EPA 353.2	10067604	General Chemistry	3/18/2002
1725	Total, fixed, and volatile residue	SM 2540 G-2015	20005281	General Chemistry	2/24/2023
2058	Un-Ionized Ammonia	DEP SOP 02/12/01	90015820	General Chemistry	10/20/2014

Clients and Customers are urged to verify the laboratory's current certification status with the Environmental Laboratory Certification Program.

Certification Type **NELAP**

Issue Date: 7/1/2023

Expiration Date: 6/30/2024



**Laboratory Scope of Accreditation**

Attachment to Certificate #: E84380-47, expiration date June 30, 2024. This listing of accredited analytes should be used only when associated with a valid certificate.

State Laboratory ID: E84380

EPA Lab Code: FL00506

(941) 488-8103

E84380

Sanders Laboratories, Inc. - Nokomis

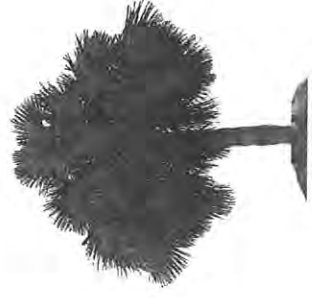
1050 Endeavor Ct.

Nokomis, FL 34275

Matrix: Solid and Chemical Materials

Analyte#	Analyte	Method/Tech	Method Code	Category	Effective Date
2530	Fecal coliforms	SM 9221 E-2014	20227263	Microbiology	2/24/2023
1795	Kjeldahl nitrogen - total	EPA 351.2	10065404	General Chemistry	8/22/2006
1900	pH	EPA 9040C	10244403	General Chemistry	2/9/2023
1900	pH	EPA 9045D	10198455	General Chemistry	2/9/2023
1910	Phosphorus, total	EPA 365.4	10071202	General Chemistry	8/22/2006
1950	Residue-total	SM 2540 G-2015	20005281	General Chemistry	2/24/2023
1970	Residue-volatile	SM 2540 G-2015	20005281	General Chemistry	2/24/2023
1825	Total nitrate-nitrite	EPA 353.2	10067604	General Chemistry	8/22/2006
1827	Total Nitrogen	TKN + Total Nitrate-Nitrite	60034459	General Chemistry	8/22/2006





State of Florida  
 Department of Health, Bureau of Public Health Laboratories  
 This is to certify that

E85457

SANDERS LABORATORIES, INC. (SOUTH)  
 10090 BAVARIA ROAD  
 FT. MYERS, FL 33913

has complied with Florida Administrative Code 64E-1,  
 for the examination of environmental samples in the following categories

DRINKING WATER - MICROBIOLOGY, DRINKING WATER - PRIMARY INORGANIC CONTAMINANTS, DRINKING WATER - SECONDARY INORGANIC  
 CONTAMINANTS, NON-POTABLE WATER - GENERAL CHEMISTRY, NON-POTABLE WATER - MICROBIOLOGY, SOLID AND CHEMICAL MATERIALS -  
 MICROBIOLOGY

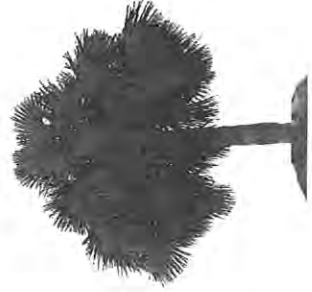
Continued certification is contingent upon successful on-going compliance with the NELAC Standards and FAC Rule 64E-1  
 regulations. Specific methods and analytes certified are cited on the Laboratory Scope of Accreditation for this laboratory and  
 are on file at the Bureau of Public Health Laboratories, P. O. Box 210, Jacksonville, Florida 32231. Clients and customers are  
 urged to verify with this agency the laboratory's certification status in Florida for particular methods and analytes.

Date Issued: July 01, 2023      Expiration Date: June 30, 2024



*Susanne Crowe*

Susanne Crowe, MHA  
 Interim Chief Bureau of Public Health Laboratories  
 DH Form 1697, 7/04  
 NON-TRANSFERABLE E85457-37-07/01/2023  
 Supersedes all previously issued certificates



State of Florida  
 Department of Health, Bureau of Public Health Laboratories  
 This is to certify that

E83079

PACE ANALYTICAL SERVICES, LLC - ORMOND BEACH FL  
 8 EAST TOWER CIRCLE  
 ORMOND BEACH, FL 32174

has complied with Florida Administrative Code 64E-1,  
 for the examination of environmental samples in the following categories

DRINKING WATER - GROUP I UNREGULATED CONTAMINANTS, DRINKING WATER - GROUP II UNREGULATED CONTAMINANTS, DRINKING WATER - OTHER REGULATED CONTAMINANTS, DRINKING WATER - GROUP III UNREGULATED CONTAMINANTS, DRINKING WATER - MICROBIOLOGY, DRINKING WATER - PRIMARY INORGANIC CONTAMINANTS, DRINKING WATER - SECONDARY INORGANIC CONTAMINANTS, DRINKING WATER - RADIOCHEMISTRY, DRINKING WATER - SYNTHETIC ORGANIC CONTAMINANTS, NON-POTABLE WATER - EXTRACTABLE ORGANICS, NON-POTABLE WATER - GENERAL CHEMISTRY, NON-POTABLE WATER - METALS, NON-POTABLE WATER - MICROBIOLOGY, NON-POTABLE WATER - PESTICIDES-HERBICIDES-PCB'S, NON-POTABLE WATER - VOLATILE ORGANICS, SOLID AND CHEMICAL MATERIALS - EXTRACTABLE ORGANICS, SOLID AND CHEMICAL MATERIALS - GENERAL CHEMISTRY, SOLID AND CHEMICAL MATERIALS - METALS, SOLID AND CHEMICAL MATERIALS - MICROBIOLOGY, SOLID AND CHEMICAL MATERIALS - PESTICIDES-HERBICIDES-PCB'S, SOLID AND CHEMICAL MATERIALS - VOLATILE ORGANICS, BIOLOGICAL TISSUE - METALS

Continued certification is contingent upon successful on-going compliance with the NELAC Standards and FAC Rule 64E-1 regulations. Specific methods and analytes certified are cited on the Laboratory Scope of Accreditation for this laboratory and are on file at the Bureau of Public Health Laboratories, P. O. Box 210, Jacksonville, Florida 32231. Clients and customers are urged to verify with this agency the laboratory's certification status in Florida for particular methods and analytes.

Date Issued: July 01, 2023      Expiration Date: June 30, 2024



*Susanne Crowe*

Susanne Crowe, MHA  
 Interim Chief Bureau of Public Health Laboratories  
 DH Form 1697, 7/04  
 NON-TRANSFERABLE E83079-94-07/01/2023  
 Supersedes all previously issued certificates





## PT Study Score Report

EPA ID: FL00506  
Laboratory: Sanders Labs, Inc. - Nokomis  
1050 Endeavor Court  
Nokomis, FL 34275  
USA

Study Number	Number of Reported Results	Number of Passing Results	Percent Passing
WPM0723	9	9	100%

### Report Definitions:

- Number of Reported Results** The number of results reported which could be evaluated. Results receiving an evaluation of "NR" or "No Evaluation" are not included.
- Number of Passing Results** The number of results reported receiving an evaluation of "Acceptable" or "Check for Error".
- Percent Passing** The percentage of results reported receiving an evaluation of "Acceptable" or "Check for Error".

6390 Joyce Drive  
# 100  
Golden, CO 80403

Phone 303-940-0033  
Fax 866-283-0269  
www.phenova.com

## PT Study Score Report

EPA ID: FL00506  
Laboratory: Sanders Labs, Inc. - Nokomis  
1050 Endeavor Court  
Nokomis, FL 34275  
USA

Study Number	Number of Reported Results	Number of Passing Results	Percent Passing
WSM0723	55	55	100%

### Report Definitions:

**Number of Reported Results** The number of results reported which could be evaluated. Results receiving an evaluation of "NR" or "No Evaluation" are not included.

**Number of Passing Results** The number of results reported receiving an evaluation of "Acceptable" or "Check for Error".

**Percent Passing** The percentage of results reported receiving an evaluation of "Acceptable" or "Check for Error".

6390 Joyce Drive  
# 100  
Golden, CO 80403

Phone 303-940-0033  
Fax 866-283-0269  
www.phenova.com

## PT Study Score Report

EPA ID: FL00506  
Laboratory: Sanders Labs, Inc. - Nokomis  
1050 Endeavor Court  
Nokomis, FL 34275  
USA

Study Number	Number of Reported Results	Number of Passing Results	Percent Passing
WP0723	22	22	100%

### Report Definitions:

**Number of Reported Results** The number of results reported which could be evaluated. Results receiving an evaluation of "NR" or "No Evaluation" are not included.

**Number of Passing Results** The number of results reported receiving an evaluation of "Acceptable" or "Check for Error".

**Percent Passing** The percentage of results reported receiving an evaluation of "Acceptable" or "Check for Error".

6390 Joyce Drive  
# 100  
Golden, CO 80403

Phone 303-940-0033  
Fax 866-283-0269  
www.phenova.com

## PT Study Score Report

EPA ID: FL00506  
Laboratory: Sanders Labs, Inc. - Nokomis  
1050 Endeavor Court  
Nokomis, FL 34275  
USA

Study Number	Number of Reported Results	Number of Passing Results	Percent Passing
WS0723	13	13	100%

### Report Definitions:

**Number of Reported Results** The number of results reported which could be evaluated. Results receiving an evaluation of "NR" or "No Evaluation" are not included.

**Number of Passing Results** The number of results reported receiving an evaluation of "Acceptable" or "Check for Error".

**Percent Passing** The percentage of results reported receiving an evaluation of "Acceptable" or "Check for Error".

## PT Study Score Report

EPA ID: FL00506  
Laboratory: Sanders Labs, Inc. - Nokomis  
1050 Endeavor Court  
Nokomis, FL 34275  
USA

Study Number	Number of Reported Results	Number of Passing Results	Percent Passing
HW0723	7	7	100%

### **Report Definitions:**

- Number of Reported Results*** The number of results reported which could be evaluated. Results receiving an evaluation of "NR" or "No Evaluation" are not included.
- Number of Passing Results*** The number of results reported receiving an evaluation of "Acceptable" or "Check for Error".
- Percent Passing*** The percentage of results reported receiving an evaluation of "Acceptable" or "Check for Error".



*Ft. Myers Lab02  
10090 Bavaria Rd.  
Fort Myers, FL 33913  
TEL: (239) 590-0337 FAX: (239) 590-0536  
Website: www.sanderslabs.net*

December 09, 2022

Charlotte County Utilities  
25550 Harbor View Rd Unit #1  
Port Charlotte, FL 33980  
TEL: (941) 764-4593  
FAX: (941) 627-4603

RE: CCU Reclaim Nitrogen-Phosphorus

Order No.: 2212221

Dear :

Sanders Laboratories, Inc received 3 sample(s) on 12/6/2022 for the analyses presented in the following report.

These results only pertain to the samples as received. These pages may include, but are not limited to: Analytical Data, Chains of Custodies, Subcontracted Data and Case Narratives for samples. Results relate only to the samples in the report.

Reports are archived for a minimum of 5 years. Copies of reports are available for a fee of \$50.00. Copies will be provided within 2 weeks of the time of the request. Laboratory PQL's are available upon request.

Test results meet all the requirements of the NELAP standards, unless otherwise noted.  
SL 001= Nokomis Certificate # E84380 1050 Endeavor Court Nokomis Fl 34275. SL002= Fort Myers Certificate # E85457 10090 Bavaria Road Fort Myers Fl 33913

A statement of estimated uncertainty of results is available upon request.  
Laboratory report shall not be reproduced except in full, without the written approval of Sanders Laboratories.

Sanders Laboratories follows DEP standard operating procedures for field sampling, unless otherwise noted.

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

Katie Strothman  
Laboratory Director





Ft. Myers Lab02  
10090 Bavaria Rd.  
Fort Myers, FL 33913  
TEL: (239) 590-0337 FAX: (239) 590-0536  
Website: www.sanderslabs.net

## Definition Only

WO#: 2212221  
Date: 12/9/2022

---

### Definitions:

B: Results based upon colony counts outside the acceptable range.

G: Sample value indicates that the analyte was detected at or above the method detection limit in both the sample and the associated field blank, equipment blank, or trip blank, and the blank value was greater than 10% of the associated sample value. The value in the blank shall not be subtracted from associated samples. Also if the RPD on a field duplicate exceeds allowable control limit.

I: The reported value is greater than or equal to the laboratory MDL but less than the laboratory PQL.

J: Estimated Value. Lab QC not in range.

J7: Excessive amounts of Sodium Sulfite used to dechlorinate the sample due to high levels of chlorine present.

K: Off scale low, actual value is known to be less than the value given.

L: Off scale high, actual value is known to be greater than the value given.

NC: Not Certified. Parameter was ran but is not covered under laboratory accredited scopes.

Q: Sample held beyond acceptable holding time.

U: The compound was analyzed for, but not detected.

V: Indicates that the analyte was detected at or above the MDL in both the sample and the associated method blank and the value of 10 times the blank value was equal to or greater than the associated sample value.

Y: The laboratory analysis was from an improperly preserved sample.

Z: Too many colonies were present for accurate counting.





Ft. Myers Lab02  
 10090 Bavaria Rd.  
 Fort Myers, FL 33913  
 TEL: (239) 590-0337 FAX: (239) 590-0536  
 Website: www.sanderslabs.net

# Analytical Report

(continuous)

WO#: 2212221

Date Reported: 12/9/2022

**CLIENT:** Charlotte County Utilities **Lab Order:** 2212221  
**Project:** CCU Reclaim Nitrogen-Phosphorus

**Lab ID:** 2212221-001 **Collection Date:** 12/6/2022 9:30:00 AM  
**Client Sample ID:** WP Pond **Matrix:** DRINKING WATER

Analyses	Result	MDL	PQL	Qual	Units	DF	Date Analyzed
<b>AMMONIA</b>					<b>E350.1</b>		Analyst: <b>EH</b> Labcode <b>SL001</b>
Nitrogen, Ammonia	0.738	0.0188	0.0640		mg/L	1	12/09/2022 11:46
<b>NITROGEN, NITRATE + NITRITE</b>					<b>E353.2</b>		Analyst: <b>PS</b> Labcode <b>SL001</b>
Nitrogen, Nitrate-Nitrite	2.02	0.01	0.04		mg/L	1	12/08/2022 10:23
<b>ORTHO PHOSPHATE</b>					<b>A4500-P-E</b>		Analyst: <b>EH</b> Labcode <b>SL001</b>
Ortho Phosphate	1.07	0.0100	0.0400		mg/L	1	12/06/2022 15:58
<b>TOTAL KJELDAHL NITROGEN</b>					<b>E351.2</b>		Analyst: <b>PS</b> Labcode <b>SL001</b>
Nitrogen, Kjeldahl, Total	6.17	0.0600	0.240		mg/L	1	12/08/2022 12:46
<b>TOTAL NITROGEN</b>					<b>E351.2</b>		Analyst: <b>PS</b> Labcode <b>SL001</b>
Nitrogen, Total	8.19	0.0300	0.120		mg/L	1	12/08/2022 12:46
<b>TOTAL PHOSPHOROUS</b>					<b>E365.4</b>		Analyst: <b>PS</b> Labcode <b>SL001</b>
Phosphorus, Total (As P)	1.14	0.0200	0.0800		mg/L	1	12/08/2022 12:46

**Qualifiers:** C Value is below Minimum Compound Limit. E Value above quantitation range  
 H Holding times for preparation or analysis exceeded ND Not Detected at the Reporting Limit  
 O RSD is greater than RSDlimit PL Permit Limit  
 Q Calculated Lab Limit greater than Client Requested limit R RPD outside accepted recovery limits  
 RL Reporting Detection Limit U Samples with CalcVal < MDL



Ft. Myers Lab02  
 10090 Bavaria Rd.  
 Fort Myers, FL 33913  
 TEL: (239) 590-0337 FAX: (239) 590-0536  
 Website: www.sanderslabs.net

# Analytical Report

(continuous)

WO#: 2212221  
 Date Reported: 12/9/2022

**CLIENT:** Charlotte County Utilities **Lab Order:** 2212221  
**Project:** CCU Reclaim Nitrogen-Phosphorus

**Lab ID:** 2212221-002 **Collection Date:** 12/6/2022 9:00:00 AM  
**Client Sample ID:** CC Reclaim **Matrix:** DRINKING WATER

Analyses	Result	MDL	PQL	Qual	Units	DF	Date Analyzed
<b>AMMONIA</b>				<b>E350.1</b>		Analyst: EH Labcode <b>SL001</b>	
Nitrogen, Ammonia	0.169	0.0188	0.0640		mg/L	1	12/09/2022 11:46
<b>NITROGEN, NITRATE + NITRITE</b>				<b>E353.2</b>		Analyst: PS Labcode <b>SL001</b>	
Nitrogen, Nitrate-Nitrite	13.6	0.01	0.04		mg/L	1	12/08/2022 10:23
<b>ORTHO PHOSPHATE</b>				<b>A4500-P-E</b>		Analyst: EH Labcode <b>SL001</b>	
Ortho Phosphate	2.45	0.0100	0.0400		mg/L	1	12/06/2022 15:58
<b>TOTAL KJELDAHL NITROGEN</b>				<b>E351.2</b>		Analyst: PS Labcode <b>SL001</b>	
Nitrogen, Kjeldahl, Total	1.90	0.0600	0.240		mg/L	1	12/08/2022 12:46
<b>TOTAL NITROGEN</b>				<b>E351.2</b>		Analyst: PS Labcode <b>SL001</b>	
Nitrogen, Total	16.9	0.0300	0.120		mg/L	1	12/08/2022 12:46
<b>TOTAL PHOSPHOROUS</b>				<b>E365.4</b>		Analyst: PS Labcode <b>SL001</b>	
Phosphorus, Total (As P)	2.06	0.0200	0.0800		mg/L	1	12/08/2022 12:46

**Qualifiers:** C Value is below Minimum Compound Limit. E Value above quantitation range  
 H Holding times for preparation or analysis exceeded ND Not Detected at the Reporting Limit  
 O RSD is greater than RSDlimit PL Permit Limit  
 Q Calculated Lab Limit greater than Client Requested limit R RPD outside accepted recovery limits  
 RL Reporting Detection Limit U Samples with CalcVal < MDL



Ft. Myers Lab02  
 10090 Bavaria Rd.  
 Fort Myers, FL 33913  
 TEL: (239) 590-0337 FAX: (239) 590-0536  
 Website: www.sanderslabs.net

# Analytical Report

(continuous)

WO#: 2212221

Date Reported: 12/9/2022

**CLIENT:** Charlotte County Utilities  
**Project:** CCU Reclaim Nitrogen-Phosphorus

**Lab Order:** 2212221

**Lab ID:** 2212221-003

**Collection Date:** 12/6/2022 9:00:00 AM

**Client Sample ID:** CC Pond

**Matrix:** DRINKING WATER

Analyses	Result	MDL	PQL	Qual	Units	DF	Date Analyzed
<b>AMMONIA</b>					<b>E350.1</b>		Analyst: <b>EH</b> Labcode <b>SL001</b>
Nitrogen, Ammonia	0.175	0.0188	0.0640		mg/L	1	12/09/2022 11:46
<b>NITROGEN, NITRATE + NITRITE</b>					<b>E353.2</b>		Analyst: <b>PS</b> Labcode <b>SL001</b>
Nitrogen, Nitrate-Nitrite	15.3	0.01	0.04		mg/L	1	12/09/2022 11:31
<b>ORTHO PHOSPHATE</b>					<b>A4500-P-E</b>		Analyst: <b>EH</b> Labcode <b>SL001</b>
Ortho Phosphate	2.43	0.0100	0.0400		mg/L	1	12/06/2022 15:58
<b>TOTAL KJELDAHL NITROGEN</b>					<b>E351.2</b>		Analyst: <b>PS</b> Labcode <b>SL001</b>
Nitrogen, Kjeldahl, Total	1.05	0.0600	0.240		mg/L	1	12/08/2022 12:46
<b>TOTAL NITROGEN</b>					<b>E351.2</b>		Analyst: <b>PS</b> Labcode <b>SL001</b>
Nitrogen, Total	16.4	0.0300	0.120		mg/L	1	12/08/2022 12:46
<b>TOTAL PHOSPHOROUS</b>					<b>E365.4</b>		Analyst: <b>PS</b> Labcode <b>SL001</b>
Phosphorus, Total (As P)	1.97	0.0200	0.0800		mg/L	1	12/08/2022 12:46

**Qualifiers:** C Value is below Minimum Compound Limit. E Value above quantitation range  
 H Holding times for preparation or analysis exceeded ND Not Detected at the Reporting Limit  
 O RSD is greater than RSDlimit PL Permit Limit  
 Q Calculated Lab Limit greater than Client Requested limit R RPD outside accepted recovery limits  
 RL Reporting Detection Limit U Samples with CalcVal < MDL



**CHAIN OF CUSTODY RECORD**

Project #  
(Lab Use Only)

222221

Project Name: CCU Reclaim Nitrogen-Phosphorus  
 Project Location:  
 Customer Type:  
 Kit #: 5793

Report To: Sandra Lavoie  
 E-mail: Sandra.Lavoie@CharlotteCountyFL.gov  
 Bill to:  
 P.O. #

Client: West Port - WRF  
 Address: 15005 Cattle Dock Point Road  
 Port Charlotte, FL 33981

Phone: 941-613-3258  
 Fax: 941-628-3412  
 Preservative: HCL = H, HNO<sub>3</sub> = N, Na<sub>2</sub>S<sub>2</sub>O<sub>3</sub> = ST  
 H<sub>2</sub>SO<sub>4</sub> = S, NaOH = SH, NH<sub>4</sub>Cl = NH

Requested Due Date:

Sampled By (PRINT) CONROY WILLIAMS  
 Sampler Signature *[Signature]*

Bottle Lot #	Comments	Relinquished By/Affiliation		Date		Analysis Requested						Sample ID # (Lab Use Only)	
		Signature	Time	Signature	Time	PHOS	NH <sub>3</sub>	P	Z	TKN	XON		
8038006	Okay to Run As Is...												1A
2066018 (1LA0334)	Client Initial: <i>[Signature]</i>												1B
	Samples On Ice												2A
	Yes No												2B
													3A
													3B



# Sanders Laboratories, Inc

Date: 10/16/2023

## Standard Price List

**ab Contact Info:** Sanders Laboratories, Inc  
1050 Endeavor Court  
Nokomis, FL 34275

**Phone:** (941) 234-1000  
**Website:** www.sanderslabs.net  
**Contact:** Henry Mason

TestCode	Method	Test Name	Matix	Units	Price
ALK	SM2320B	Alkalinity	Aqueous	mg/L C	\$35.00
BART	Bart	Bart	Aqueous	CFU/m	\$85.00
BOD	SM5210	Biological Oxygen Demand	Aqueous	mg/L	\$50.00
BOD FM	SM5210	Biological Oxygen Demand	Aqueous	mg/L	\$50.00
CBOD	SM5210	Carbonaceous Biological Oxygen Demand	Aqueous	mg/L	\$50.00
CBOD FM	SM5210	Carbonaceous Biological Oxygen Demand	Aqueous	mg/L	\$50.00
CHLOROA	SM10200H	Chlorophyll A	Aqueous	mg/m <sup>3</sup>	\$75.00
Cl E Gal	SM4500CL- E	Chloride	Aqueous	mg/L	\$35.00
CL- SOLID	FM5-552	Chloride	Solid	g	\$35.00
CL2	SM330.5	Chlorine	Aqueous	mg/L	\$35.00
Cl2 FM	SM330.5	Chlorine	Aqueous	mg/L	\$35.00
CO2	SM2320B	Alkalinity	Aqueous	mg/L C	\$35.00
COLOR	SM2120B	Color	Aqueous	Pt-Co	\$45.00
Color FM	SM2120B	Color	Aqueous	Pt-Co	\$35.00
COND	SM2510B	Specific Conductance	Aqueous	µmhos/	\$35.00
COND FM	SM2510B	Specific Conductance	Aqueous	µmhos/	\$35.00
DO	EPA 360.1	Dissolved Oxygen	Aqueous	mg/L	\$35.00
DO FM	EPA 360.1	Dissolved Oxygen	Aqueous	mg/L	\$35.00
ECOLI	EC+MUG	Escherichia Coli	Aqueous	CFU/10	\$35.00
ENTEROLERT	Enterolert	Enterococcus	Aqueous	MPN/1	\$65.00
Enterolert Nokomis	Enterolert	Enterococcus	Aqueous	MPN/1	\$65.00
F-	SM4500F-C	Fluoride	Aqueous	mg/L	\$35.00
FC	SM9222D	Fecal Coliform	Aqueous	CFU/10	\$45.00
FC FM	SM9222D	Fecal Coliform	Aqueous	CFU/10	\$45.00
FC MPN	SM9221E	Fecal Coliform	Solid	MPN/gr	\$65.00
FC MPN FM	SM9221E	Fecal Coliform	Solid	MPN/gr	\$65.00
FC MUG	SM9223B	Fecal MMO-MUG	Aqueous	MPN/1	\$35.00
FC MUG FM	SM9223B	Fecal MMO-MUG	Aqueous	MPN/1	\$35.00





# Sanders Laboratories, Inc

Date: 10/16/2023

## Standard Price List

**ab Contact Info:** Sanders Laboratories, Inc  
1050 Endeavor Court  
Nokomis, FL 34275

**Phone:** (941) 234-1000  
**Website:** www.sanderslabs.net  
**Contact:** Henry Mason

TestCode	Method	Test Name	Matix	Units	Price
FCMPN	SM9221E	Fecal Coliform	Aqueous	MPN/1	\$65.00
HARD	SM2340C	Hardness	Aqueous	mg/L C	\$35.00
HPC FM	Simplate	Heterotrophic Plate Count	Aqueous	MPN/m	\$35.00
HPC NOK	Simplate	HPC	Aqueous	MPN/m	\$50.00
LEGA	Idexx Legiolert	Legionella		CFU/10	\$125.00
NH3 Gal	EPA350.1	Ammonia	Aqueous	mg/L	\$35.00
NH3 Solid	EPA350.1	Ammonia	Solid	mg/Kg	\$35.00
NH4	EPA 350.1	Ammonium	Aqueous	mg/L	\$35.00
NO2	EPA 353.2	Nitrogen, Nitrite	Aqueous	mg/L	\$35.00
NO2 FM	SM4500NO2-B	Nitrogen, Nitrite	Aqueous	mg/L	\$35.00
NO3 SOLID	EPA 353.2	Nitrogen, Nitrate	Solid	mg/Kg-	\$50.00
NOX	EPA 353.2	Nitrogen, Nitrate + Nitrite	Aqueous	mg/L	\$60.00
NOX Solid	EPA 353.2	Nitrogen, Nitrate + Nitrite	Solid	mg/Kg	\$60.00
ODOR	SM2150B	Odor	Aqueous	T.O.N.	\$45.00
Odor FM	SM2150B	Odor	Aqueous	T.O.N.	\$45.00
OPHOS	SM 4500P-E	Ortho Phosphate	Aqueous	mg/L	\$45.00
Org N	EPA 351.2	Organic Nitrogen	Aqueous	mg/L	\$30.00
Org N Solid	EPA 351.2	Organic Nitrogen	Solid	mg/Kg	\$30.00
PFT		Paint Filter Test	Solid		\$50.00
PH	SM4500-H+-B	pH	Aqueous	S.U	\$35.00
pH FM	SM4500-H+-B	pH	Aqueous	S.U	\$35.00
pH Sludge	EPA 9040C	pH	Solid	S.U	\$35.00
PH SOLID	EPA 9045D	pH	Solid	S.U	\$35.00
S	SM9020B	Student T Test	Aqueous	Student	\$275.00
SAL	SM2520B	Salinity	Aqueous	ppt	\$35.00
SAL FM	SM2520B	Salinity	Aqueous	ppt	\$35.00
SIO2	SM4500-SiO2	Silica	Aqueous	mg/L	\$35.00



# Sanders Laboratories, Inc

Date: 10/16/2023

## Standard Price List

**ab Contact Info:** Sanders Laboratories, Inc  
 1050 Endeavor Court  
 Nokomis, FL 34275

**Phone:** (941) 234-1000  
**Website:** www.sanderslabs.net  
**Contact:** Henry Mason

TestCode	Method	Test Name	Matix	Units	Price
SO4 Gal	ASTM-D516-90	Sulfate	Aqueous	mg/L	\$35.00
SOUR	SM2710B	Specific Oxygen Uptake Rate	Aqueous	mg/g/hr	\$65.00
TC MF	SM9222B	Total Coliform Membrane Filter	Aqueous	CFU/10	\$45.00
TC MF FM	SM9222B	Total Coliform Membrane Filter	Aqueous	CFU/10	\$45.00
TC MUG	SM9223B	Total Coliform MMO-MUG	Aqueous	/100mL	\$45.00
TC MUG FM	SM9223B	Total Coliform MMO-MUG	Aqueous	MPN/1	\$40.00
TDS	SM2540C	Total Dissolved Solids	Aqueous	mg/L	\$35.00
TDS FM	SM2540C	Total Dissolved Solids	Aqueous	mg/L	\$35.00
TKN	EPA 351.2	Total Kjeldahl Nitrogen	Aqueous	mg/L	\$35.00
TKN Solid	EPA 351.2	Total Kjeldahl Nitrogen	Solid	mg/Kg	\$35.00
TN	EPA 351.2/353.2	Total Nitrogen	Aqueous	mg/L	\$40.00
TN Solid	EPA 351.2/353.2	Total Nitrogen	Solid	%	\$60.00
TP	EPA 365.4	Total Phosphorous	Aqueous	mg/L	\$35.00
TP Diss	EPA 365.4	Total Phosphorous	Aqueous	mg/L	\$35.00
TP Solid	EPA 365.4	Total Phosphorous	Solid	%	\$60.00
TS	SM2540B	Total Solids	Aqueous	mg/L	\$35.00
TS %	SM2540G	% Total Solids	Solid	%	\$35.00
TSS	SM2540	Total Suspended Solids	Aqueous	mg/L	\$35.00
TSS FM	SM2540	Total Suspended Solids	Aqueous	mg/L	\$35.00
TURB	EPA 180.1	Turbidity	Aqueous	NTU	\$45.00
TVSS	EPA 160.4	Total Volatile Suspended Solids	Aqueous	mg/L	\$35.00
Un NH3	EPA350.1	Ammonia	Aqueous	mg/L	\$35.00
WS	Hach	Well Survey	Aqueous	mg/L	\$125.00



**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**  
**BOARD OF DIRECTORS MEETING**  
*April 3, 2024*

**CONSENT AGENDA**  
**ITEM 7**

**Investment Banking Services Co-Manager Changes**

---

**Recommended Action -**

**Motion** to remove UMB as a Co-Manager and add RBC Capital as a Co-Manager on the Authority's Investment Banking Team.

On May 27, 2020, the Authority Board approved an Investment Banking team comprised of Raymond James (Senior Underwriting Manager), and PNC Bank and UMB (Co-Managers). This team provides underwriting services in conjunction with issuance of revenue bonds to fund improvements in the Authority's water utility system and other financial transactions.

In the past year UMB has lost key staff and as a result is proposed for removal from the Investment Banking Team. Staff recommends the addition of the next available ranked firm, RBC Capital, to replace UMB as co-manager on the Authority's Investment Banking Team. Please note that although Citi Group was the 4<sup>th</sup> ranked firm from the PSEC meeting held in 2020, Citi announced in December 2023 that they were closing their municipal-bond (investment banking) department.

**Budget Action:** No action needed.

**Attachments:**


PSEC Scorecard

CONTRACTOR	Criteria					TOTAL (100 points)
	1 (25 points)	2 (30 points)	3 (20 points)	4 (20 points)	5 (5 points)	
Bank of America	20	10	20	20	5	75
Citigroup	25	15	20	20	5	85
FHN Financial	15	15	20	20	5	75
PNC Bank (2)	25	25	20	20	5	95
Raymond James (1)	25	30	20	20	5	100
RBC Capital	20	15	20	20	5	80
UMB (2)	25	30	15	20	5	95

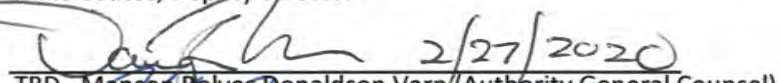
Criteria:


- 1 Experience of Firm with Relevant Financings
- 2 Experience of Firm Key Personnel & Firm
- 3 Marketing & Distribution Capabilities, inc. local presence
- 4 Gross Spread; Ability & Willingness to Commit Capital
- 5 Office Proximity to Authority Service Area

Member Signatures:

 2/27/2020  
Pat Lehman, Executive Director

 2-27-2020  
Mike Coates, Deputy Director

 2/27/2020  
TBD, Manson Bolves Donaldson Varn (Authority General Counsel)

  
Alex Bugallo, Hilltop Securities (Authority Financial Advisor)

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**  
**BOARD OF DIRECTORS MEETING**  
*April 3, 2024*

**CONSENT AGENDA**  
**ITEM 8**

**Professional Services Contract for the Partially Treated Surface Water ASR Project**

---

**Recommended Action -**

**Motion** to approve the Professional Services Evaluation Committee recommendation and authorize the Executive Director to execute a professional services contract with AECOM for Engineering Design and associated professional services for the Partially Treated Surface Water ASR Project.

In accordance with the Authority's Procurement Policy, Statements of Qualifications (SOQ) were requested from respondents interested in providing Engineering Design and associated professional services for the Partially Treated Surface Water ASR Project. One (1) SOQ was timely received by the February 9, 2024, submittal deadline, the SOQ was deemed responsive and was evaluated in accordance with the Authority's Procurement Policy.

On February 23, 2024, the Authority's Professional Services Evaluation Committee (PSEC) held a Public Meeting and reviewed the SOQ based on the Evaluation Criteria. At the conclusion of this meeting, the PSEC ranked AECOM with the results shown in the table below.

Staff recommends that the Authority Board of Directors approve the PSEC ranking below and authorize the Executive Director to execute a Professional Services contract for with AECOM for Engineering design Services and associated professional services for the partially Treated Surface Water ASR Project. Work orders issued under the proposed contract will be negotiated on an as-needed basis. Funding for design work provided by FDEP Grant No. LP58012.

<b>Rank</b>	<b>Firm</b>	<b>Location</b>
1	AECOM	Fort Myers, FL

**Budget Action** – No action is required.

**Attachments:**

- Tab A Staff Memorandum including Selection Committee Tabulation and Notice of Intended Decision
- Tab B Partially Treated Surface Water ASR Project SOQ Information Package
- Tab C AECOM Submittal

**TAB A**  
Staff Memorandum including Selection Committee Tabulation  
and Notice of Intended Decision

# PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

Hon. Elton A. Langford  
DeSoto County

Hon. Joseph Tiseo  
Charlotte County

Hon. Michael A. Moran  
Sarasota County

Hon. George Kruse  
Manatee County

Mike Coates, P.G., Executive Director

## MEMORANDUM

DATE: January 5, 2024

TO: Ann Lee, Finance & Budget Senior Manager

FROM: Mike Coates, Executive Director

RE: Partially Treated Surface Water ASR Project Request for Statements of Qualifications - Professional Services Evaluation Committee

Pursuant to the Authority's procurement policy, Section 5.4, the following individuals are designated to serve on the Professional Services Evaluation Committee (PSEC) for the referenced project:

Mike Knowles	(PRMRWSA)	Chair of the PSEC
Jim Guida	(PRMRWSA)	Committee Member
Doug Morton	(PRMRWSA)	Committee Member
Brian Bates	(PRMRWSA)	Committee Member
Susan Brasefield	(City of North Port)	Committee Member

Any questions concerning this Request for Statements of Qualifications (SOQ) must be presented in writing via email to [procurement@regionalwater.org](mailto:procurement@regionalwater.org) no later than 5:00 p.m. Eastern Standard Time on January 19, 2024, using "**SOQ Question: Partially Treated Surface Water ASR Project**" as the subject line. **Consultants are responsible for reviewing the Authority's website for the Authority's responses to any questions timely submitted.** Statements of Qualifications are due from interested parties on February 9, 2024. The PSEC public meeting to review the SOQ submittals will be held at the Authority's Administrative offices located at 9415 Town Center Parkway, Lakewood Ranch, FL 34202 on February 23, 2024. If the PSEC elects to conduct interviews, they will be held at the Authority's Peace River Facility located at 8998 County Road 769, Arcadia, FL 34269 on March 14, 2024.


Peace River Manasota Regional Water Supply Authority  
 Partially Treated Surface Water ASR Project: Request for SOQ  
 PSEC Meeting: February 23, 2024 @ 10:00 AM  
 9415 Town Center Parkway, Lakewood Ranch, FL 34202


TEAM	Criteria					Totals
	1 (20 points)	2 (25 points)	3 (30 points)	4 (40 points)	5 (10 points)	(125 points)
Aecom	20	25	30	39	9	123

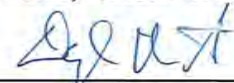
**Criteria:**


- 1 Project Manager & Management
- 2 Experience/Qualifications for Assigned Roles of Key Staff
- 3 Consultant Team Qualifications & Experience on Similar Projects
- 4 Project Understanding, Approach, and Schedule
- 5 Team Location & Collaboration (Key Personnel Chart)

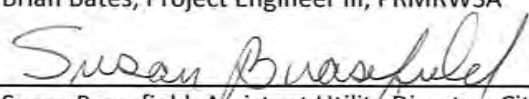
**Member Signatures:**

  
 Mike Knowles, Engineering/Projects Sr. Manager, PRMRWSA (Chair)

  
 Jim Guida, Director of Water Resources & Planning, PRMRWSA

  
 Doug Morton, Laboratory Manager, PRMRWSA

  
 Brian Bates, Project Engineer III, PRMRWSA

  
 Susan Brasefield, Assistant Utility Director, City of North Port

**NOTICE OF INTENDED DECISION FOR AWARD OF CONTRACT –  
PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY  
PROFESSIONAL SERVICES CONTRACT**

**for the**

**PARTIALLY TREATED SURFACE WATER ASR PROJECT**

**Recommended Action -**                      **Motion** to approve Professional Services Evaluation Committee recommendation and authorize the Executive Director to negotiate contract, scope, and fee with AECOM for Engineering Design and associated professional services for the Partially Treated Surface Water ASR Project.

In accordance with the Authority’s Procurement Policy, Statements of Qualifications (SOQ) were requested from respondents interested in providing Engineering Design and associated professional services for the Partially Treated Surface Water ASR Project. One (1) SOQ was timely received by the February 9, 2024, submittal deadline, the SOQ was deemed responsive and was evaluated in accordance with the Authority’s Procurement Policy.

On February 23, 2024, the Authority’s Professional Services Evaluation Committee (PSEC) held a Public Meeting and reviewed the SOQ based on the Evaluation Criteria. At the conclusion of this meeting, the PSEC ranked AECOM with the results shown in the table below.

Staff recommends that the Authority Board of Directors approve the PSEC ranking below and authorize the Executive Director to negotiate a contract, scope, and fee with AECOM for Engineering design Services and associated professional services for the Partially Treated Surface Water ASR Project to be considered at a future Board meeting. Work orders issued under the proposed contract will be negotiated on an as-needed basis. Funding for design work provided by FDEP Grant No.: LP58012.

<b>Rank</b>	<b>Firm</b>	<b>Location</b>
1	AECOM	Fort Myers, FL

**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: 3/11/2024



**TAB B**  
Partially Treated Surface Water ASR Project SOQ Information Package

# **PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**

## **INFORMATION PACKAGE**

### **REQUEST FOR STATEMENTS OF QUALIFICATIONS - PROFESSIONAL SERVICES for the PARTIALLY TREATED SURFACE WATER ASR PROJECT**

The Peace River Manasota Regional Water Supply Authority (Authority) is requesting ‘*Statement of Qualifications*’ (SOQ) from consultants (Consultant) for the purpose of providing engineering design and associated professional services for the project known as the ‘Partially Treated Surface Water ASR Project’ (Project).

#### **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 Water Treatment Facility (PRF), a 51 million gallon per day (MGD) conventional surface water treatment facility located on Kings Highway in southwestern DeSoto County (treatment facility). The original 12 MGD treatment facility was constructed in the late 1970’s by General Development Utilities and has undergone expansion and rehabilitation projects several times since the Authority acquired the facilities in 1991. The 51 MGD treatment facility is supported by a 120 MGD intake pump station on the Peace River, a 6.5 billion gallon off-stream raw water storage system, and twenty-one (21) aquifer storage and recovery (ASR) wells located within two ASR Wellfields (ASR Wellfields 1 and 2) that are currently used to store fully treated surface water. The Authority’s regional distribution 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.

ASR Wellfield No. 1 (ASR WF1) includes nine production wells installed incrementally between 1986 and 1996 and ten monitor wells. Eight of the production wells are completed in the Suwannee Limestone while one is completed in the Tampa Formation. ASR Wellfield No. 2 (ASR WF2) was installed in the early 2000’s and has been in operation since 2002. ASR WF2 is comprised of 12 ASR wells open to the Suwannee Limestone and includes 14 monitor wells.

As provided in the Background Materials included with this Information Package, over the last 7-years, the Authority has undertaken substantial efforts to investigate the technical, economic, and

regulatory feasibility of injecting partially treated surface water (PTSW) at ASR WF2. The Authority pursued these efforts because the storage and use of water from the ASR system currently involves water being fully treated twice. Water is treated to drinking water standards before injection and storage in ASR, then upon recovery of water from the ASR system the water is discharged and blended in the raw water reservoir system where it requires full treatment again prior to delivery to Authority Customers. This twice through treatment is performed due to low levels of naturally occurring arsenic the supply picks up from the aquifer while in storage. Arsenic is removed through blending in the reservoir and re-treatment. Employing a partial treatment strategy, rather than full treatment prior to injection has the potential to substantially decrease ASR operational costs.

During the past 7 years there has been a significant shift in position of the Florida Department of Environmental Protection (FDEP) Underground Injection Control (UIC) program regarding the efficacy of partially treated water ASR. The Departments current position is provided in the UIC Permit #\_0136595-018-038-UO\_5SR issued to the Authority in 2023. Disinfection and adherence to drinking water rather than groundwater standards would be required for all water injected into the ASR system (FDEP issuance of a Water Quality Criteria Exemption for secondary standards for aluminum, iron, and color is pending). Requirements for disinfection and the inclusion of these unanticipated water quality parameters in the final permit require further evaluation to determine their effects upon the feasibility and benefits of PTSW ASR.

## **SCOPE OF SERVICES**

The Authority is requesting ‘Statement of Qualifications’ (SOQ) from consultants (Consultant) for the purpose of providing engineering design and associated professional services for the Authority’s ‘Partially Treated Surface Water ASR’ Project (Project). Elements currently proposed for inclusion in the Project are shown below, which may be revised at the discretion of the Authority.

Implementation of the Project will require multi-disciplinary expertise. The services requested include pilot testing, all design work, permitting, and construction inspection required for project completion. The first phase of the project will involve pilot testing of water treatment options, and evaluation of pertinent regulatory requirements to assist the Authority in determining the technical, economic, and regulatory feasibility of injecting PTSW at the Authority’s ASR WF2. Such injection will be required to be continuously compliant with the Authority’s September 2023 UIC permit and/or a potential future modification thereof, and associated FDEP and U.S. Environmental Protection Agency (EPA) UIC rules. Subsequent work on the project will depend on results from the pilot testing effort described above.

The Consultant shall demonstrate the engineering, technical, and regulatory expertise necessary to recommend feasible water quality treatment and/or regulatory alternatives necessary to successfully carry out PTSW ASR, including engineering design, hydrogeology, ground and surface water chemistry, and associated treatment alternatives. The Consultant should demonstrate the experience and ability to pursue successful modification of the Authority’s current UIC permit to effectuate PTSW should it be determined it is infeasible and/or inadvisable to conduct PTSW under the current permit. To date, the PTSW system is anticipated to treat water from Reservoir

No. 1 and is expected to include a new pump station, pressurized coarse media filtration, and a side stream chloramine disinfection system. The Consultant will review this preliminary system and recommend any recommended modifications thereto. Injection of PWSW and additional cycle testing is not currently authorized by the UIC permit and is not anticipated in the initial phase(s) of the Project but could potentially be required sometime during further development of the Project.

The initial professional services for the Project will include pilot testing of process to determine the efficacy of partial treatment and preliminary design of facilities required to effect partial treatment meeting all regulatory requirements. The preliminary design must include a Technical Report describing the technical, economic, and regulatory feasibility of implementing the Project, and recommended next steps. The estimated budget for these initial services (pilot testing and preliminary design) is \$1,000,000.

Should the Authority, based on the results of these initial services, determine that PWSW ASR is viable in ASR WF2, further design, permitting, bidding and inspection related services may be negotiated and authorized with the successful Consultant. Upon completion of pilot testing and preliminary design, should the Authority decide not to pursue further design, permitting, and/or construction for the Project, the Authority may at its sole discretion terminate the contract for these professional services.

A planning-level schedule for implementation of the Project follows. All activities identified after Pilot Testing and Preliminary Design assume PWSW ASR appears viable, and the Authority has made the decision to move forward on the project.

- Complete Pilot Testing and Preliminary Design - March 2025
- Complete Final Design, Permitting, and Bidding - April 2026
- Begin Construction - June 2026
- Complete Construction - June 2027
- Begin PWSW recharge at ASR WF2 - September 2027

## **BACKGROUND MATERIALS**

The studies and information listed below are included in this Information Packet. These background materials include information about Authority facilities, water supply operations, permits, and past water supply, water quality, and technical, design and permitting efforts pertinent to the Project. Additional information about the regional water supply system including various studies, reports and plan sets are available for review at the Authority's administrative office at 9415 Town Center Parkway, Lakewood Ranch, Florida 34202 (if interested - please contact Rachel Kersten for appointment 941-316-1776 or via e-mail at [Rkersten@regionalwater.org](mailto:Rkersten@regionalwater.org)).

1. FDEP – Water Quality Criteria Exemption for Arsenic - Final Order – 2-12-13
2. FDEP UIC Permit No. 136595-016-017-UOIM5 - PWSW Pilot Test 12-14-16
3. FDEP Grant Agreement No LP58012 - PWSW 8-2018
4. FDEP -1st Request for Additional Information (RAI) Re: ASR Renewal & PWSW 9-28-18
5. FDEP Grant Agreement No LP58012 - PWSW - Amendment 10-28-20

6. FDEP UIC Renewal Permit 0136595-018-038-UO\_5SR - 9-18-23
7. Location Map - ASR WFs 1 & 2 - CY2022 Ann Report - 8-16-23
8. PRMRWSA ASRus CH2M Hill - PTSW ASR Desktop Study - Final 3-24-2016
9. PRMRWSA ASR UIC Operation Permit Renewal Application Final 2-14-2018
10. PRMRWSA, SWFWMD, ASRus, Jacobs - PTSW ASR Pilot Study - Final Report 8-2018
11. PRMRWSA Response to FDEP First RAI - ASR Renewal & PTSW - 10-11-18
12. PRMRWSA Supplemental Info to FDEP Re ASR UIC Renewal & PTSW - 7-30-20
13. PRMRWSA Presentation to FDEP - Disinfection Study 4-12-21
14. PRMRWSA Hazen -Disinfection Study of PTSW ASR @ PRF - Final Report 9-14-21
15. PRMRWSA Letter - M Coates to C Fischler of FDEP 11-15-2021
16. PRMRWSA - PTSW WQCE Petition Package to FDEP 5-24-22
17. PRMRWSA 8-10-22 Response to FDEP 7-18-22 RAI Letter Re WQCE Petition 8-10-22
18. PRMRWSA 10-7-22 Response to FDEP 8-26-22 RAI Letter 2 Re WQCE Petition
19. PRMRWSA ASRus - PRF ASR System 2022 Annual Report to FDEP 8-2023

### **GENERAL PROJECT SCHEDULE**

A summary schedule for this project is presented below. Dates may be changed at the discretion of the Authority.

<u>Milestone</u>	<u>Expected Completion Date</u>
(1) Advertise for Consultant SOQ	01/05/2024
(2) Final Date for Questions	01/19/2024
(3) SOQ Submittals Due to the Authority	02/09/2024
(4) PSEC (a) Meeting to Shortlist	02/23/2024
(5) Presentations and PSEC (a)(b) Meeting	03/14/2024
(6) Consultant Selection	04/03/2024 (Board Action)
(7) Contract and Work Order No. 1	06/05/2024 (Board Action)

(a) PSEC = Professional Services Evaluation Committee. All PSEC meetings are publicly noticed. The PSEC meeting location will be the Authority's Lakewood Ranch Office at 9415 Town Center Parkway, Lakewood Ranch, FL 34202.

(b) Presentations will be held at the discretion of the PSEC. PSEC will decide on the need for presentations and how many firms to have present at the PSEC Meeting to Shortlist. Presentations shall be provided to the Authority at the conclusion of the presentation on a USB Drive. Handouts are acceptable but must also be included on the USB Drive. If presentations are held, the location will be the Peace River Facility, Water Quality Training Center at 8998 County Road 769, Arcadia, FL 34269

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 287.055, Florida Statutes, and Consultants

Competitive Negotiation Act, and the Authority’s Procurement Policy (adopted December 7, 2022, or latest revision). The Authority’s Procurement Policy can be viewed in its entirety on the Authority’s website at [www.regionalwater.org](http://www.regionalwater.org) refer to Section 5.4. A copy of the Authority’s standard professional services contract form is included in this information package. The professional services contract contains minimum insurance requirements that must be satisfied for the contract to be executed by the Authority. The contents of the SOQ of the successful Consultant will be incorporated into a written agreement in terms acceptable to the Authority at its absolute discretion. **By submitting a SOQ, the Consultant agrees to all the terms and conditions of this Request for SOQ and those included in the Authority’s standard professional services contract.** If Consultant desires to propose a change to a term or condition of this Request for SOQ or the Authority’s standard professional services contract, Consultant must submit its request by submitting a question as provided below.

After issuance of this Request for SOQ, 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 Statements of Qualifications must be presented in writing via email to [procurement@regionalwater.org](mailto:procurement@regionalwater.org) no later than 5:00 p.m. Eastern Standard Time on **January 19, 2024, using “SOQ Question: Partially Treated Surface Water ASR Project”** as the subject line. Consultants are responsible for reviewing the Authority’s website for the Authority’s responses to any questions timely submitted.

## **STATEMENT OF QUALIFICATION MINIMUM REQUIREMENTS**

The SOQ must detail the Consultant’s recommended method to accomplish the tasks and requirements for successful completion of the ‘Partially Treated Surface Water ASR’ Project. In addition, the SOQ must include sufficient information to allow the Authority to evaluate the Consultant’s understanding, experience, and qualifications to perform the work.

The SOQ must include the project responsibilities and proposed involvement of key project personnel, as well as their educational background and specific work experience.

Each SOQ must include the following sections:

### **Section 0 - Background**

This section must include the following as a minimum:

1. Legal name, address, phone number of Consultant and e-mail of primary contact;
2. Principal office locations of submitting Consultant and any proposed partners/sub-consultants;
3. Legal form of company, i.e., partnership, corporation, joint venture, (if joint venture, identify the members);

4. Copy of Florida Professional Licenses as applicable (business and/or individual);
5. Disclosure of whether Consultant or partner/subconsultants currently represents Charlotte, DeSoto, Manatee, or Sarasota counties, or the City of North Port (Customers), in any way; and
6. Disclosure of any litigation Consultant or partner/subconsultants is involved in against any of the Authority Customers (listed above), either directly or retained for testimony and expertise on behalf of any other entity in litigation against the Authority or any of its Customers.

### **Section 1 - Project Manager & Management**

This section must include the following as a minimum:

1. Qualifications and professional experience for Consultant's "Project Manager" who is proposed to serve as point of contact for any and all work assigned by the Authority.
2. The Consultant's approach to project management and ensuring that all aspects of the project are effectively completed on time and within the Authority's budget. Provide information relative to specific experience of the proposed Project Manager.

### **Section 2 - Consultant Team's Engineering and Professional Experience**

This section must include the following as a minimum:

1. Resumes of Key Personnel, showing engineering qualifications and professional experience, who will be assigned to conduct project services listed within the Scope of Services, the consultant firm and location of the office to which they are assigned.
2. Project Examples: SOQs shall include descriptions and examples of projects completed by Consultant or partner/subconsultants relating to the project service areas identified herein, including budget and completion, or estimated (if ongoing) completion time information. Project Example may be either firm or personnel experience and will be indicated as such in the project description (Project Examples from Key Personnel while employed outside their current firm can be considered). **Project Examples must be listed on the Key Personnel Chart (Section 4). The Project Example writeups must include the Key Personnel's role on the project as well as a brief statement on the project status.** Include as a minimum:
  - A. No less than three Project Examples that illustrate the Consultant Team's engineering and professional experience in conducting design of water treatment plants and water supply transmission systems, conducting technical, economic, and regulatory feasibility studies, and fluency in and securing permits required by applicable Florida Department of Environmental Protection (FDEP). U.S. EPA, and SWFWMD regulatory and permitting requirements.

The Consultant shall provide a project Organizational Chart that shows at a minimum proposed



Key Personnel team members for design, feasibility, and regulatory aspects of the Project, as well as FDEP Grant and SWFWMD cooperative funding opportunities, requirements and considerations. The Consultant shall provide a companion Key Personnel Chart in section 4 that identifies the proposed Key Personnel roles on the Project.

### **Section 3 - Preliminary Project Understanding, Approach, and Schedule**

This section must include the Consultant's Project Understanding, Approach and Schedule. This shall include a description of the respondent's understanding of the Scope of Services for the overall Project and its component elements, and an approach and schedule for completing them. This shall also describe how the respondent's understanding and experience will be applied to ensure effective Project implementation and completion.

### **Section 4 - Required Forms**

The following forms must be included in this section:

- Key Personnel Chart (Attachment A)
- E-Verify Affidavit and Required Evidence
- Signed Sworn Statement under Section 287.133(3)(a), Florida Statutes, on Public Entity Crimes (below); and
- Reference Forms (List of three (3) client staff that the Authority can contact as references with respect to three of the Consultant's Project Examples presented in this SOQ)

Costs shall not be submitted with the SOQ as fee schedules and detailed scope of work will be negotiated after the selection of the Consultant. Two or more consultants may combine for the purpose of responding to this Request for SOQ providing that one consultant is designated as the "Prime" Consultant and the other(s) as subconsultant(s) and that the SOQ was made without collusion and is in all respects, fair and in good faith.

The SOQ must be no more than forty (40) one-sided pages for all requested information described herein with the following exceptions: Front and back covers, table of contents, section dividers, and Required Forms 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 unless section indicated that pages 11 x 17 inches in size are allowed. Font on graphics may be reduced to 10-point font size.

**Consultants desiring to provide these services to the Authority must submit a single electronic file in searchable PDF format of their statement of qualifications in accordance with the requirements contained in the information package via email to [procurement@regionalwater.org](mailto:procurement@regionalwater.org), using "Response to SOQ: Partially Treated Surface Water ASR Project" as the subject line.**

As a courtesy, the Authority will endeavor to provide an email acknowledgement usually sent within a few days after submission receipt (submissions received on the day of the deadline may not be acknowledged before the deadline or at all). It is the Consultant's responsibility to confirm

its submission (PDF file) has been received. The Authority can receive files up to 100 MB in size.

A Consultant’s SOQ must be received no later than **10:00 a.m. Eastern Standard Time on February 9, 2024**, at the above-referenced email address. The Authority will not be responsible for any lost or late arriving statement of qualifications sent electronically. Late submittals will not be opened or considered. SOQs that are incomplete, conditional, obscure, or do not conform to the requirements contained in this Request for Statements of Qualifications 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 Statements of Qualifications. The Authority also reserves the right to waive nonmaterial irregularities and technicalities and to re-advertise for an additional statement of qualifications. 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 SOQ, the Consultant agrees to be bound by all terms and conditions of the Request for Statements of Qualifications. Neither the Authority nor its representatives will be liable for any expenses incurred in connection with the preparation of a response to this Request for Statement of Qualifications.

### **PROPOSAL EVALUATION CRITERIA & PROCESS**

The following criteria, with the maximum score for each criterion , will be used to evaluate proposals:

Criteria	Maximum Possible Score
1. Project Manager & Management	20 points
2. Experience/Qualifications for Assigned Roles of Key Staff	25 points
3. Consultant Team Qualifications & Experience on Similar Projects	30 points
4. Project Understanding, Approach, and Schedule	40 points
5. <u>Team Location &amp; Collaboration (Key Personnel Chart)</u>	10 points
<b>TOTAL</b>	<b>125 points</b>

By submitting a SOQ, Consultant and any sub-consultants certify they have sufficient availability with key staff to achieve the Preliminary Engineering schedule submitted and, if selected to do so, can attend the presentation in-person on the scheduled date. Sub-consultants can participate in multiple Consultant proposals.

### **PRESENTATION/ INTERVIEW EVALUATION CRITERIA**

If the PSEC decides to hold presentations, each Consultant will be given up to 30 minutes for oral presentation followed by an interview by PSEC members. The presentation will be limited to speaking only and no additional written materials or slides may be provided other than to reference the written materials provided in the initial proposal. Following the presentations and interviews, each PSEC member will rank the Consultants (for example, 1st, 2nd, and 3rd if three or more Consultants are shortlisted for presentations). The rankings for each Consultant will be tallied and the Consultant with the lowest total score will be recommended for award of the contract. PSEC members will consider the proposals submitted by selected Consultants in conjunction with the presentation in developing their rankings, but the proposal scores will not be used in the

presentation rankings. Only presentation rankings will be used to determine the PSEC's recommended award.

### **SCRUTINIZED COMPANIES**

By submitting a response to this solicitation, respondent certifies that it is in compliance with Section 287.135, Florida Statutes. Respondent certifies that it is not on this list of Scrutinized Companies that Boycott Israel and is not engaged in a boycott of Israel. For contracts for goods or services of \$1 million or more, respondent certifies that (1) it is not on any of the following lists: Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in Iran Terrorism Sectors, or Scrutinized Companies that Boycott Israel, and (2) it is not engaged in business operations in Cuba or Syria. Respondent acknowledges the remedies provided in Subsection 287.135(5), Florida Statutes against anyone found to have submitted a false certification including civil penalties.

### **PUBLIC ENTITY CRIMES**

Respondent is informed of the law set forth in Subsection 287.133(2)(a), Florida Statutes, including that a person who has been placed on the convicted vendor list for public entity crimes (maintained by the Florida Department of Management Services) may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity and may not transact business with any public entity for contracts in excess of the threshold amount provided in section 287.017 for category two (currently \$35,000) for 36 months after being placed on the list. Respondent must provide with its response a fully executed public entity crimes statement.

### **E-VERIFY**

As required by Section 448.095, Florida Statutes, consultants, contractors, subconsultants, and subcontractors for a public agency must register with and use the E-Verify system to verify the work authorization status of all new employees. By submitting a response, Consultant certifies that it has registered with and uses the E-Verify System. As provided in Seton 3.2.8 of the Authority's Procurement Policy, before entering into a contract with the Authority Consultant will provide an affidavit confirming its compliance with E-Verify laws.

### **CONFLICT OF INTEREST**

All Consultants must disclose in their SOQ 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.

### **RESPONSIBLE VENDOR DETERMINATION**

Respondent is hereby notified that Section 287.05701 Florida Statutes provides that the District may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor.

### **PROCUREMENT POLICY AND BID PROTESTS**

Consultant is hereby placed on notice of the existence of the Authority Procurement Policy, December 2022 (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](http://www.regionalwater.org). The Authority shall post the intended decision or Board decision on the Authority's website at [www.regionalwater.org](http://www.regionalwater.org). As provided in 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 SOQ 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 Statements of Qualifications will be subject to the provisions of the Public Records Act, Chapter 119, Florida Statutes. Any Consultant claiming that its SOQ 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 SOQ 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 SOQ opening, whichever comes first. This exemption is not waived by the public opening of the SOQ. **ANY QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THIS REQUEST FOR STATEMENT OF QUALIFICATIONS CAN BE DIRECTED TO THE AUTHORITY'S PUBLIC RECORDS CUSTODIAN BY TELEPHONE AT (941) 316-1776, OR BY EMAIL AT [PEACERIVER@REGIONALWATER.ORG](mailto:PEACERIVER@REGIONALWATER.ORG), OR 9415 TOWN CENTER PARKWAY, LAKEWOOD RANCH, FLORIDA 34202.**

**KEY PERSONNEL CHART**  
**(SEE ATTACHMENT A)**

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, statement of qualifications, 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 typed, printed or stamped

My Commission Expires: \_\_\_\_\_





**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 \_\_\_\_ day of \_\_\_\_\_, 20\_\_ 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: \_\_\_\_\_

**SAMPLE PROFESSIONAL SERVICES AGREEMENT**  
**(SEE ATTACHMENT)**

**TAB C**  
AECOM Submittal



Peace River Manasota Regional Water Supply Authority

# Qualifications for Professional Services for the Partially Treated Surface Water ASR Project

Due Date: February 9, 2024





# Contents

Cover Letter	1
<b>Section 0 Background</b>	
0.1 Legal Name, Address, Phone Number, Contact	3
0.2 Principal Office Locations of Submitting Consultant	3
0.3 Legal Form of Company	3
0.4 FL Professional Licenses	4
0.5 Disclosure of Representation	6
0.6 Disclosure of Litigation	6
<b>Section 1 Project Manager &amp; Management</b>	
1.1 Project Manager	7
1.2 Project Management Approach	8
<b>Section 2 Consultant Team’s Engineering Experience and Professional Experience</b>	
Organizational Chart	10
2.1 Resumes of Key Personnel	11
2.2 Project Examples	18
<b>Section 3 Preliminary Project Understanding, Approach, and Schedule</b>	
3.1 Understanding the Authority’s Needs	30
3.2 Detailed Plan of Approach	31
3.3 Preliminary Project Schedule	39
<b>Section 4 Required Forms</b>	
Key Personnel Chart (Attachment A)	41
E-Verify Affidavit	42
E-Verify Proof of Verification	43
Public Entity Crimes	49
References Forms	51
Acknowledgment of Addendum 1	54



4415 Metro Parkway      www.aecom.com  
Suite 404                    (239) 278-7996 tel  
Fort Myers, FL 33916      (236) 278-0913 fax

February 9, 2024

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

## Request for SOQ: Professional Services for the Partially Treated Surface Water ASR Project

Dear Members of the Selection Committee:

The Peace River Manasota Regional Water Supply Authority (Authority) is seeking a well-qualified firm to provide engineering design and associated professional services for the Authority's Partially Treated Surface Water ASR (PTSW ASR) Project. Implementation of the PTSW ASR will require a multi-disciplinary team of experts. The services will include pilot testing, all design work, permitting, and construction inspection required for project completion. The first phase of the project will specifically focus on pilot testing of partial treatment strategies, preliminary design, and economic evaluations to further determine the technical feasibility, costs, and systemwide impacts of PTSW ASR at the Authority's ASR Wellfield No. 2 (WF2).

AECOM Technical Services, Inc. (AECOM) is a national leader in every aspect of water supply planning and potable water treatment plant planning, design and construction and is uniquely qualified to serve the Authority on this very important multi-disciplinary contract. Selecting AECOM will provide the Authority with:

**Strong leadership to deliver a successful project:** Ronald Cavalieri, PE, BCEE, will lead the team as AECOM's project manager. He has researched the specific requirements for the project and assembled a team of professionals with outstanding experience and expertise to meet the Authority's every need. Ron has a proven ability to manage complex multidisciplinary projects. He currently is serving as the principal on several treatment facility projects including the PRMRWSA (Authority) Plant #1 Clarifier Upgrades, the Collier County NC Water Reclamation Facility Headworks and the City of Fort Myers Primary Treatment Aeration Improvements. He also is the contract manager for AECOM's current continuing services contract with the Authority.

**A team that has significant experience working with the authority specific to the requirements for this project:** AECOM/ASRus team member, Mark McNeal, PG has been actively involved with the Peace River ASR System since about 1990. ASRus is under contract to provide hydrogeologic services to the Authority and assisted the Authority in obtaining the FDEP UIC permit to allow PTSW to be recharged in WF2. AECOM/Hazen team member, Stephanie Ishii, PhD, PE, was project manager on the Authority's Disinfection Study of PTSW for ASR, which included desktop and bench-scale evaluations of multiple disinfection strategies to simultaneously achieve microbial and chemical water quality requirements for ASR recharge. She also managed the development of the Authority's OASIS water resources model for systemwide reliability modeling, long-term planning, and operational optimization. By way of their work with the Authority on the Peace River Regional Reservoir No. 3 (PR3) project, Hazen also brings valuable insights to the team for leveraging the Reservoir No. 1 pump station considering current and anticipated uses.

**Firm that has proven track record of successfully completing projects with the Authority:** Over the past 25 years AECOM has completed many important projects for the Authority, including the Peace River Facility Water Quality Master Plan, Design and Construction of the Peace River Option and the Facility Expansion Program, Preliminary Investigation of Brackish Groundwater Development Opportunities at the Peace River Facility and Conceptual Design of RO Facilities. AECOM is currently assisting the Authority on design and construction of the Plant #1 Clarifier Upgrades at the Peace River Facility under



## Peace River Partially Treated Surface Water ASR Project

our Master Services Agreement (MSA). We regularly attend the Authority Board meetings and have an ongoing understanding of the Authority's strategic objectives.

**Highest level of technical expertise and experience:** The AECOM team of experts are technical leaders in all of the major disciplines that may be needed under this contract, including potable water treatment, pilot testing, pumping systems, chemical feed systems, ASR, FDEP UIC permitting and system reliability modeling. Our local leadership team, combined with regional and national experts, will provide the Authority with outstanding qualifications to complete the engineering services under this contract in a timely and cost-effective manner.

We are proud of the relationship we have established with the Authority and look to continuing our successful partnership. On behalf of our team, we look forward to working with Authority staff on this critically important project. We give you our personal commitments to producing quality work, on time and within budget, and to the Authority's satisfaction. Please do not hesitate to call us if you have any questions or require additional information. We look forward to presenting our qualifications and experience in greater detail.

Sincerely,  
AECOM Technical Services, Inc.



Ronald Cavalieri, PE, BCEE, Project Manager  
(239) 278-7996 | Ronald.cavalieri@aecom.com



Chris Hill, PE, BCEE, ENV SP, Principal in Charge  
(813) 347-3047 | Christopher.Hill@aecom.com

### WHY AECOM

- Strong leadership to deliver a successful project.
- Comprehensive understanding of PTSW system and system component relationships with ASR WF2.
- A team that has significant experience working with the authority specific to the requirements for this project.
- Firm that has proven track record of successfully completing projects with the Authority.
- Highest level of technical expertise and experience.

# Section 0 Background



# Section 0 - Background

## 0.1 Legal Name, Address, Phone Number, Primary Contact E-mail

**AECOM Technical Services, Inc.**  
 4415 Metro Pkwy, Suite 404, Fort Myers, FL 33916  
 C: (239) 278-7996 | Ronald.Cavalieri@aecom.com



**Ronald Cavalieri, PE, BCEE**, has 40 years of experience and has a broad range of civil/environmental engineering experience including master planning, water and wastewater treatment plant

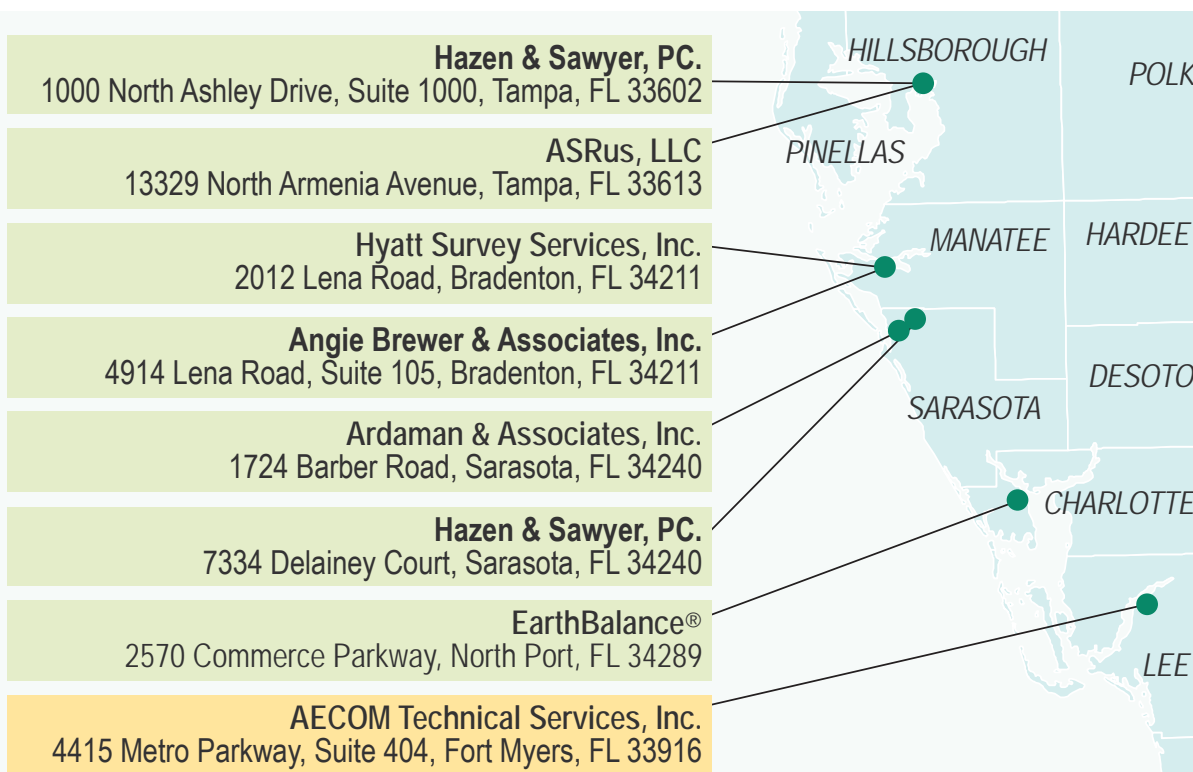
facilities design and construction, computer analysis and design of water transmission and distribution systems, wastewater collection and conveyance system modeling and design, and hydraulic analysis and design of potable water and wastewater pumping stations. He is a Board Certified Environmental Engineer (BCEE) by the American Academy of Environmental Engineers. Ron is AECOM's authorized representative for this contract.

## 0.2 Principal Office Locations

Provided on the map below are the principal office locations for AECOM, and our proposed subconsultants.

## 0.3 Legal Form of Company

AECOM Technical Services, Inc., is a California corporation authorized to transact business in Florida.





Peace River Partially Treated Surface Water ASR Project

# 0.4 FL Professional Licenses

Below are all applicable business licenses for AECOM, as well as individual licenses for our team members.

Florida Department of Business & Professional Regulation

HOME CONTACT US MY ACCOUNT

**ONLINE SERVICES**

Apply for a License  
Verify a Licensee  
View Food & Lodging Inspections  
File a Complaint  
Continuing Education Course Search  
View Application Status  
Find Exam Information  
Uncensored Activity Search  
AB&T Delinquent Invoice & Activity List Search

**Licensee**

Name: AECOM TECHNICAL SERVICES, INC. License Number: 8115  
Rank: Registry License Expiration Date:  
Primary Status: Current Original License Date: 01/22/1999

**Related License Information**

License Number	Status	Related Party	Relationship Type	Relation Effective Date	Rank	Expiration Date
46656	Current, Active	CORNISH, KEVIN MICHAEL	Registry	01/29/2016	Professional Engineer	02/28/2025
36973	Current, Active	EVERETT, MARY JANET	Registry		Professional Engineer	02/28/2025
57637	Current, Active	WITMEIER, BENJAMIN JOSEPH	Registry		Professional Engineer	02/28/2025

STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

**HILL, CHRISTOPHER P.**  
4015 MARTINGLACE PLACE  
LITNA FL 32507

LICENSE NUMBER: PE64933  
EXPIRATION DATE: FEBRUARY 28, 2025

Do not alter this document in any form. This is your license. It is unlawful for anyone other than the licensee to use this document.

Florida Department of Business & Professional Regulation

HOME CONTACT US MY ACCOUNT

**ONLINE SERVICES**

Apply for a License  
Verify a Licensee  
View Food & Lodging Inspections  
File a Complaint  
Continuing Education Course Search  
View Application Status  
Find Exam Information  
Uncensored Activity Search  
AB&T Delinquent Invoice & Activity List Search

**Licensee**

Name: AECOM TECHNICAL SERVICES INC License Number:  
Rank: Geology Business Information License Expiration Date:  
Primary Status: Current Original License Date: 02/15/1999  
Secondary Status: Active

**Related License Information**

License Number	Status	Related Party	Relationship Type	Relation Effective Date	Rank	Expiration Date
PG2398	Current, Active	MARSHALL, CHRISTOPHER B	Professional Geologist	08/01/2022	Professional Geologist	07/31/2024

Printer Friendly

STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

**CAVALIERI, RONALD RAYMOND**  
2103 DILLFORD WAY  
HAULEY FL 34119

LICENSE NUMBER: PE64950  
EXPIRATION DATE: FEBRUARY 28, 2025

Do not alter this document in any form. This is your license. It is unlawful for anyone other than the licensee to use this document.

Florida Department of Business & Professional Regulation

HOME CONTACT US MY ACCOUNT

**ONLINE SERVICES**

Apply for a License  
Verify a Licensee  
View Food & Lodging Inspections  
File a Complaint  
Continuing Education Course Search  
View Application Status  
Find Exam Information  
Uncensored Activity Search  
AB&T Delinquent Invoice & Activity List Search

**Licensee**

Name: AECOM TECHNICAL SERVICES, INC. License Number:  
Rank: Architect Business Information License Expiration Date:  
Primary Status: Current Original License Date: 08/06/2003

**Related License Information**

License Number	Status	Related Party	Relationship Type	Relation Effective Date	Rank	Expiration Date
AR99442	Current, Active	DINGES, ERIC THOMAS	Responsible Supervisor	08/01/2021	Architect	02/28/2025
AR99442	Current, Active	DINGES, ERIC THOMAS	Qualifying Architect	07/01/2021	Architect	02/28/2025

STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

**DIFFENTHALER, ANDRE ANTHONY**  
300 N ASHLEY DRIVE  
TAMPA FL 33603

LICENSE NUMBER: PE64928  
EXPIRATION DATE: FEBRUARY 28, 2025

Do not alter this document in any form. This is your license. It is unlawful for anyone other than the licensee to use this document.

Florida Department of Business & Professional Regulation

HOME CONTACT US MY ACCOUNT

**ONLINE SERVICES**

Apply for a License  
Verify a Licensee  
View Food & Lodging Inspections  
File a Complaint  
Continuing Education Course Search  
View Application Status  
Find Exam Information  
Uncensored Activity Search  
AB&T Delinquent Invoice & Activity List Search

**Licensee**

Name: ULKUS, RICHARD JOHN License Number: CGC1523061  
Rank: Certified General Contractor License Expiration Date: 08/31/2024  
Primary Status: Current Original License Date: 03/19/2015  
Secondary Status: Active

**Related License Information**

License Number	Status	Related Party	Relationship Type	Relation Effective Date	Rank	Expiration Date
	Current, Active	AECOM TECHNICAL SERVICES, INC.	Primary Qualifying Agent for Business	01/16/2020	Construction Business Information	

STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

**BISCARDI, PAUL GRANT**  
1000 N ASHLEY DRIVE  
TAMPA FL 33602

LICENSE NUMBER: PE62510  
EXPIRATION DATE: FEBRUARY 28, 2025

Do not alter this document in any form. This is your license. It is unlawful for anyone other than the licensee to use this document.

STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

**ISHII, STEPHANIE KINO, LOUISE**  
899 FREEMAN STREET  
LONGWOOD FL 32750

LICENSE NUMBER: PE63327  
EXPIRATION DATE: FEBRUARY 28, 2025

Do not alter this document in any form. This is your license. It is unlawful for anyone other than the licensee to use this document.

STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

**HIGGINS, CARLYN JOY**  
1509 KEY WEST CTR  
WESLEY CHAPEL FL 32554

LICENSE NUMBER: PE65559  
EXPIRATION DATE: FEBRUARY 28, 2025

Do not alter this document in any form. This is your license. It is unlawful for anyone other than the licensee to use this document.

STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

**LOVINS, WILLIAM A. III**  
10511 ABBINGDON CHASE  
ORLANDO FL 32817

LICENSE NUMBER: PE64678  
EXPIRATION DATE: FEBRUARY 28, 2025

Do not alter this document in any form. This is your license. It is unlawful for anyone other than the licensee to use this document.



# Peace River Partially Treated Surface Water ASR Project

STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS  
THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

**COLEMAN, ANDREW JON**  
1717 WATERCLOVER, LUTHERA, FL 33547

LICENSE NUMBER: PE20590  
EXPIRATION DATE: FEBRUARY 28, 2025  
Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)

Do not alter this document in any form.  
This is your license. It is unlawful for anyone other than the licensee to use this document.

STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS  
THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

**ROSMAN, JEFFREY P.**  
15733 COLONYWOOD DR, TAMPA, FL 33624

LICENSE NUMBER: PE33701  
EXPIRATION DATE: FEBRUARY 28, 2025  
Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)

Do not alter this document in any form.  
This is your license. It is unlawful for anyone other than the licensee to use this document.

STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS  
THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

**WILCOX, DAVID ALLEN**  
11335 CARBONWOOD DR, TAMPA, FL 33618

LICENSE NUMBER: PE34942  
EXPIRATION DATE: FEBRUARY 28, 2025  
Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)

Do not alter this document in any form.  
This is your license. It is unlawful for anyone other than the licensee to use this document.

STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF PROFESSIONAL GEOLOGISTS  
THE PROFESSIONAL GEOLOGIST HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 492, FLORIDA STATUTES

**MCNEAL, MARK B**  
AECOM LLC, 13227 NORTH PARKWAY AVENUE, TAMPA, FL 33613

LICENSE NUMBER: PG12751  
EXPIRATION DATE: JULY 31, 2024  
Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)

Do not alter this document in any form.  
This is your license. It is unlawful for anyone other than the licensee to use this document.

STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS  
THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

**SNOW, WILLIAM PAISLEY**  
903 W. 11TH AVENUE, COCA RATON, FL 33484-5414

LICENSE NUMBER: PE42757  
EXPIRATION DATE: FEBRUARY 28, 2025  
Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)

Do not alter this document in any form.  
This is your license. It is unlawful for anyone other than the licensee to use this document.

STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS  
THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

**AHLGRIM, KURT R.**  
8024 WHITE BIRCH WAY, ORLANDO, FL 32817

LICENSE NUMBER: PE44987  
EXPIRATION DATE: FEBRUARY 28, 2025  
Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)

Do not alter this document in any form.  
This is your license. It is unlawful for anyone other than the licensee to use this document.

STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS  
THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

**BOHORQUEZ, FRANCISCO J.**  
6473 10TH AVE N, SMYTH PETERSBURG, FL 33710

LICENSE NUMBER: PE48814  
EXPIRATION DATE: FEBRUARY 28, 2025  
Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)

Do not alter this document in any form.  
This is your license. It is unlawful for anyone other than the licensee to use this document.

STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD  
THE GENERAL CONTRACTOR HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

**BONAVENTURA, CAROLYN DOWD**  
INDIVIDUAL, 3007 PALM AVE, APOPKA, FL 32003

LICENSE NUMBER: CCL191828  
EXPIRATION DATE: AUGUST 31, 2024  
Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)

Do not alter this document in any form.  
This is your license. It is unlawful for anyone other than the licensee to use this document.

STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD  
THE GENERAL CONTRACTOR HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

**ULKUS, RICHARD JOHN**  
AECOM TECHNICAL SERVICES, INC., 410 EAST PROVINCIAL BOULEVARD, SUITE 700, FORT LAUDERDALE, FL 33301

LICENSE NUMBER: CCL132046  
EXPIRATION DATE: AUGUST 31, 2024  
Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)

Do not alter this document in any form.  
This is your license. It is unlawful for anyone other than the licensee to use this document.

STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS  
THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

**BAZOR, STEPHEN WENDELL**  
170 N GRANVILLE AVE, SUITE 200, ORLANDO, FL 32803

LICENSE NUMBER: PE80112  
EXPIRATION DATE: FEBRUARY 28, 2025  
Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)

Do not alter this document in any form.  
This is your license. It is unlawful for anyone other than the licensee to use this document.

STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS  
THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

**OVERBEEK, WILLIAM L.**  
1462 FOGGY BROOK PLACE, LONGWOOD, FL 32750

LICENSE NUMBER: PE60918  
EXPIRATION DATE: FEBRUARY 28, 2025  
Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)

Do not alter this document in any form.  
This is your license. It is unlawful for anyone other than the licensee to use this document.

STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF ARCHITECTURE & INTERIOR DESIGN  
THE ARCHITECT HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 481, FLORIDA STATUTES

**MERCADER ROSAS, MIRELY**  
4317 PADDOCK GLEN DR, APT 302, TAMPA, FL 33634

LICENSE NUMBER: AR13138  
EXPIRATION DATE: FEBRUARY 28, 2025  
Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)

Do not alter this document in any form.  
This is your license. It is unlawful for anyone other than the licensee to use this document.

STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS  
THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

**MOTIWALA, KHALID**  
803 S EOLA DRIVE, APT 302, ORLANDO, FL 32803

LICENSE NUMBER: PE56633  
EXPIRATION DATE: FEBRUARY 28, 2025  
Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)

Do not alter this document in any form.  
This is your license. It is unlawful for anyone other than the licensee to use this document.

STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS  
THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

**RECTOR, JOHN TYE**  
13106 PLUMMER ROAD, OCEESPA, FL 33056

LICENSE NUMBER: PE32972  
EXPIRATION DATE: FEBRUARY 28, 2025  
Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)

Do not alter this document in any form.  
This is your license. It is unlawful for anyone other than the licensee to use this document.

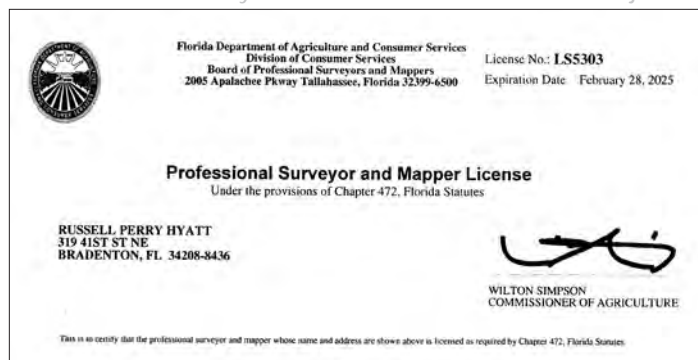
STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS  
THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

**SOKOLIC, IVAN F.**  
P.O. BOX 184, FORT MYERS, FL 33913

LICENSE NUMBER: PE64114  
EXPIRATION DATE: FEBRUARY 28, 2025  
Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)

Do not alter this document in any form.  
This is your license. It is unlawful for anyone other than the licensee to use this document.



## 0.5 Disclosure of Representation

AECOM has executed thousands of projects across multiple business lines for clients in Florida, including Charlotte, Manatee and Sarasota counties and the City of North Port. Our business lines include water, transportation, buildings and places, environment and program management. AECOM currently has ongoing contracts through our water and transportation business lines with Manatee and Sarasota Counties.

**Angie Brewer & Associates, LC. (ABA)**, has an open authorization for Manatee County as a subconsultant to McKim & Creed for wastewater. ABA has performed services for Sarasota County in the past. They do not have a relationship with any of the other Cities/Counties mentioned.

**Ardaman & Associates, Inc. (A&A)**, does not represent Charlotte, DeSoto, Manatee, or Sarasota counties, or the City of North Port (Customers), in any way.

**ASRus, LLC (ASRus)**, currently holds an agreement with Manatee County for the Piney Point injection well project and various subcontracts with multiple engineering firms. ASRus also is currently performing work as a subconsultant with Sarasota County.

**EarthBalance® (EB)** currently does not represent Charlotte, DeSoto, Manatee, or Sarasota counties, or the City of North Port (Customers), in any way.

**Hazen and Sawyer, D.P.C. (Hazen)**, currently hold ongoing service contracts with Manatee County for Utility Engineering Professional Services, Charlotte County as the Engineer of Record, and Sarasota County for Engineering Library Contracts covering Planning, Utilities, and Treatment. Additionally, they have secured two extra contracts with Sarasota County: one for the Development and Implementation of a Capacity Management, Operations, and Maintenance Program, and the other

as a subconsultant for the Capacity Assessment and Assurance Program Framework Development and Pilot Program.

**Hyatt Survey Services, Inc. (HSS)**, does not represent Charlotte, DeSoto, Manatee, or Sarasota counties, or the City of North Port (Customers), in any way.

## 0.6 Disclosure of Litigation

AECOM Technical Services Inc. is not currently involved in litigation against any of the Authority's customers (Charlotte, DeSoto, Manatee, or Sarasota Counties, or the City of North Port), either directly or retained for testimony and expertise on behalf of any other entity in litigation against the Authority or any of its customers.

The following subconsultants are also not involved in litigation against any of the Authority's customers, either directly or retained for testimony and expertise on behalf of any other entity in litigation against the Authority or any of its customers:

- Angie Brewer & Associates, Inc.
- Ardaman & Associates, Inc.
- ASRus, LLC
- EarthBalance®
- Hyatt Survey Services, Inc.
- Hazen and Sawyer, D.P.C.

AECOM has reviewed Peace River Manasota Regional Water Supply Authority Request for Statements of Qualifications for Professional Services for Partially Treated Surface Water ASR Project. In the event of award, AECOM respectfully reserves the right to negotiate mutually acceptable terms and conditions of the contract, as well as the terms included in the SOQ to the extent same are incorporated into the final contract, in an effort to reach a mutually agreeable contract in line with appropriate industry standards.



Section 1  
**Project Manager &  
Management**





## Section 1 - Project Manager & Management

### 1.1. Meet Our Project Manager: **Ronald Cavalieri, PE, BCEE**



Ron has a broad range of engineering experience including public utility master planning, water and wastewater treatment plant facilities design and construction, computer analysis and design of water transmission and distribution systems, wastewater collection and conveyance system modeling and design, and hydraulic analysis and design of potable water and wastewater pumping stations. He has a proven ability to manage complex multidisciplinary projects. Ron currently is serving as the principal on several treatment facility projects including the Authority Plant #1 Clarifier Upgrades, the Collier County NCWRF Headworks and the City of Fort Myers Primary Treatment Aeration Improvements. He also is the contract manager for AECOM's current continuing services contract with the Authority.

#### WHY RON?

- ✓ 40 years managing engineering teams
- ✓ Ron has successfully managed complex, multi-disciplinary projects
- ✓ Provide day-to-day management of the project team
- ✓ Works and resides locally

#### AREAS OF EXPERTISE

- ✓ Project management
- ✓ Treatment facility design
- ✓ Pumps/piping systems
- ✓ Master planning
- ✓ Hydraulic modeling

**Firm:** **AECOM**

**Assigned Office:** Fort Myers

**Education:** MBA, Bus. Admin.

MS/BS, Civil Engineering

**Licenses:** PE: FL #65850

Board Certified Env. Eng

**PRMRWSA, Continuing Services Contract, FL:** Principal in charge on AECOM's existing professional engineering services contract. Currently working on the Plant #1 clarifier upgrades, which includes replacement of the concentric combination dual rake and turbine drive units, full diameter bridge support superstructure, drive platform, reaction well and upper cylinder, center column/recirculation drum, mixer, center rake shaft, two full radius rake arms and local control panel.

**Collier County, NCWRF Headworks Facility, FL:** Principal in charge responsible for the planning, design and construction of a new 85-mgd headworks facility. The work includes two-stage screening, grit removal, odor control, headworks pump station, flow distribution to treatment trains, plant electrical systems, building design and facility SCADA and I&C system.

**City of Fort Myers, Electrical System Upgrade for Regional Advanced Wastewater Treatment Facilities, FL:** Project manager responsible for the planning, permitting, design and construction administration services for electrical system upgrades. The work included replacement of 21 motor control centers (MCCs), new main switchgear buildings, and new standby power generators installed in a separate room of the new buildings. The work also included a new state-of-the-art SCADA system and control rooms, which are connected to a local and citywide IT network.

**City of Fort Myers, Primary Treatment and Digestor Blower Improvements, FL:** Principal in charge on the planning, design, permitting and construction at the City's South and Central AWWTFs. The work includes replacing the existing mixers at the Central AWWTF with larger horsepower mixers to provide the required mixing energy, replacing the existing 150hp surface aerators at both facilities with 250hp surface aerators to maintain required effluent quality at all projected loading scenarios, replacing the reaeration system in the reaeration basin with new blowers and a robust stainless steel coarse bubble diffuser system, providing DO control to

tie-in into the VFDs of the new surface aerators, providing weir gates to adjust submergence of the aerator impellers to maintain optimal performance of the equipment, electrical systems and SCADA and I&C.

**Collier County, Wastewater Basin Analyses Program (Basin 306), FL:** Project director for the comprehensive analysis of 27 County owned duplex wastewater pump stations, three master pump stations and related force main network.

AECOM

## 1.2. Project Management Approach

AECOM will serve as the prime consultant for professional services for the Partially Treated Surface Water ASR project. As the lead consultant, AECOM will have overall project accountability to the Authority and will be responsible for all aspects of project delivery. To meet the requirements for this project AECOM has assembled an exceptional team of engineers, environmental scientists and designers that will work diligently to provide all design and construction phase services for the project. We have created a team specifically with the Authority in mind. Our local leadership team combined with AECOM's regional and national experts will provide unmatched capability to complete the work under this contract, in a timely manner.

AECOM has teamed with six highly experienced and specialized firms to assist in the completion of the Authority's contract.

- **Angie Brewer & Associates, Inc.**, has over 30 years of experience with local governments across Florida ensuring they receive the funding they need for their community. They will provide funding services.
- **Ardaman & Associates, Inc.**, will provide geotechnical services.
- **ASRus, LLC**, has been actively involved with the Authority's ASR system since 2006 when the company was formed, and worked with the Authority on the FDEP/UIC permit modification for the PTSW ASR Project. They will provide UIC/ASR Impacts.
- **EarthBalance®**, has provided environmental and planning assistance to the Authority for nearly three decades. They will provide environmental studies to support FDEP ERP.
- **Hazen & Sawyer, D.P.C.**, will be responsible for pilot testing and system reliability modeling, and preliminary engineering. Hazen conducted the prior PTSW ASR disinfection study, developed and deployed the Authority's system reliability model (OASIS) and is currently working with the Authority on the Peace River Reservoir No. 3 (PR3) project.
- **Hyatt Survey Services, Inc.**, will provide survey and subsurface utility engineering (SUE).

Our subconsultant partners will be part of an integrated team, allowing the Authority to have a single point of contact through AECOM. AECOM will be responsible for technical consistency and quality throughout the project on all tasks and deliverables.

## Communication

One of the most important factors to complete any project is communication. **The key to delivering work that is on schedule and within budget is to communicate to everyone on the project team, and within the organization, on how the project will be executed.** By defining the scope of work, sequence of activities, personnel required to perform each activity and activity duration, the project manager can secure the resources within the firm necessary to complete your project on time.

Team collaboration and communication is essential to maintaining the project delivery schedule through completion. Techniques that we will use to assure project schedules and budget will be met are illustrated in the figure below.



## Assigning the Right Technical Resources

AECOM's personnel philosophy is to engage individuals possessing the necessary technical expertise and experience to provide outstanding service to the Authority. However, maintaining that the right technical resources are available at the right time requires effective management. Our Project Manager Ron Cavaliere, will develop a project management plan based on meetings with the Authority's staff and initial site visits with the project team. The purpose of this plan is to identify personnel assignments, project schedule,

## Peace River Partially Treated Surface Water ASR Project

milestone dates, interdiscipline and subconsultant coordination, deliverables, assign technical reviewers, and establish protocols for communication with the Authority.

To manage its resources, each AECOM office regularly updates a workload projection database. The workload projection allows each office, and the company as a whole, to assess current staffing needs and to forecast future needs to meet our client's workload and schedules. By regularly monitoring projected workload, AECOM will maintain key project staff through completion of the project.

### Team Availability

This project will be a priority for the entire AECOM team. Our team members do not have any current projects that would hinder the successful outcome of services to be provided under this contract.

Prior to the selection of specific staff for our team, we examined the existing and projected workload of each person and confirmed their availability for this assignment. We have determined that they have no obligations, either current or projected, that would prevent them from performing with excellence to meet the requirements for this contract.

The AECOM team has the staffing capacity in place and is firmly committed to completing the Partially Treated Surface Water ASR project on time, within budget, and to the quality standards expected by the Authority.

### Ability to Meet Project Schedule

AECOM considers timeliness of service and adherence to schedule as one of the most critical factors in client satisfaction. We firmly believe that a reputation is built on the successful results of each individual project. Our team's ability to meet the required time line for the Peace River Partially Treated Surface Water ASR project is best demonstrated by AECOM's commitment to serving the Authority.

Having completed many important projects and task orders for the Authority over the past 30 years, our team is vested in serving the Authority and its members and dedicated to providing quality work that is on time and within budget, and to the Authority's satisfaction.

AECOM considers the Authority to be a key client and is committed to assigning whatever resources are needed to complete your project.

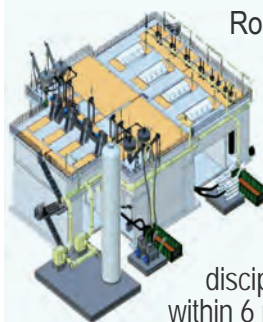
### Approach to Management and Project Execution

AECOM's approach is tailored to assure maximum efficiency in completing all project aspects in a timely fashion and to the highest quality standards. It is critical that all our work is closely monitored and that a single source of responsibility is established at the very beginning of the project. Therefore, we have organized all disciplines and functions under the direction of our Project Manager Ron Cavaliere. He will hold overall responsibility for assuring that our services are completed in accordance with the scope of work.

Ron will be assisted in day-to-day supervision of the technical work by our discipline task leads, which have been chosen based upon their professional experience, in particular their experience on assignments similar in size and scope to the Partially Treated Surface Water ASR project.

In interfacing with our subconsultants, their staff members will work directly with the AECOM discipline leads responsible for coordination and review of their work products. Even though our subconsultants may be located in different offices, we have verified common use of equipment and software. Our integrated efforts are expected to be as seamless as being in the same office.

The same philosophy will apply to interfacing with government agencies such as FDEP, SWFWMD, and local permitting agencies. In conjunction with our project manager, experts in the respective disciplines, with approval, will contact and coordinate the required project activities to most effectively reach an acceptable conclusion.



Ron is currently serving as the PM on the Collier County NCWRF Headworks project. AECOM completed the design for the Facility under a very aggressive time schedule. The design on the complex multi-disciplinary project was completed within 6 months of the NTP, 4 months ahead of schedule. The estimated construction cost of the project is \$56.4M.

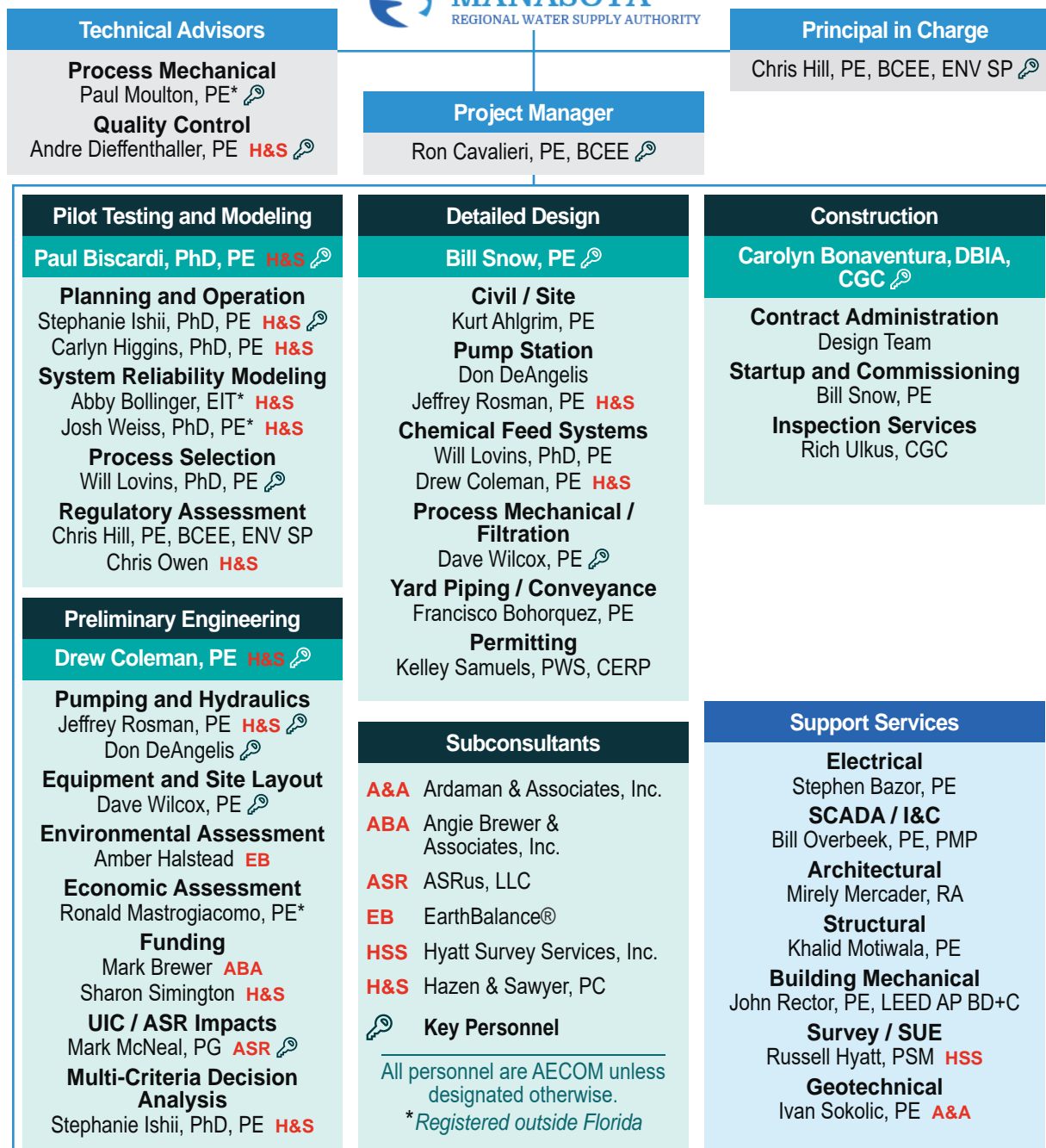


Section 2  
**Consultant Team's  
Engineering and  
Professional Experience**



# Section 2 – Consultant Team’s Engineering and Professional Experience

AECOM has assembled an exceptional team of professionals who have the expertise and experience to efficiently and effectively perform the professional engineering services for this project. Our project team members have been selected specifically for their experience and expertise in providing the services unique to this contract, aiming to deliver the highest level of service possible to the Authority.



## 2.1. Resumes of Key Personnel

Brief resumes of our key personnel, including how they will benefit the Authority and help deliver your project successfully, are presented starting below.

### Chris Hill, PE, BCEE, ENV SP – *Principal in Charge/Regulatory Assessment*



Chris brings 32 years of experience in water supply development, process evaluation, preliminary and detailed design, cost estimating and construction management of nearly 2.5-bgd of water supply and treatment. He has helped to plan, permit, design and oversee construction of a number of aquifer recharge and aquifer storage and recovery projects throughout Florida and is familiar with recharge water quality regulations, treatment requirements, and the unique design requirements associated with wells in Florida. His experience includes design and permitting of water supply wells with the Southwest Florida Water Management District (SWFWMD) and SFWMD and treatment facilities, including ASR, water supply and deep injection wells, with the Florida Department of Environmental Protection (FDEP), including several of the Authority members (Sarasota County and Charlotte County).

#### AREAS OF EXPERTISE

- ✓ Water supply planning
- ✓ Water treatment
- ✓ Water quality and compliance

Firm: **AECOM**

Assigned Office: Tampa

Education: BS, Chemical Engineering

BA, Business Admin.

Licenses: PE: FL #66933  
OH, TX, GA

Board Certified Env. Eng  
Envision Sustainability Prof.

**City of Sunrise, Sawgrass RO Water Treatment Plant ASR Project, FL:** Project manager for design of ASR system to supply 3-mgd of fresh ground-water to the Sawgrass RO WTP, including booster pump station, pipeline, and ASR and monitoring wellhead design.

**Hillsborough County, North Hillsborough Aquifer Recharge Program, (NHARP) FL:** Engineer of record for this unique aquifer recharge application. The project consisted of the design and construction of the first of several deep injection wells to be used by the County for injection of highly treated reclaimed water. This will serve as a salinity barrier and prevent salinization of coastal wellfields, raise the piezometric head of the freshwater aquifer and increase groundwater supply availability.

**Sarasota County, Carlton Water Treatment Facility (WTF) Upgrade and Expansion, FL:** Project manager responsible for the preliminary and detailed design of the upgrade and expansion of the 12-mgd Carlton WTF to 15-mgd.

**Tampa Bay Water, Lithia Hydrogen Sulfide Removal Facility, FL:** Engineer of record for design of a 44-mgd side-stream ozone system to control hydrogen sulfide at the Lithia wellfield and water treatment facility.

**Charlotte County, Burnt Store RO Water Treatment Plant, FL:** Project engineer for the detailed design and construction of expansion of this brackish groundwater RO facility from 1.1 to 3.6-mgd.

**Hillsborough County, Regional Integrated Water Resources Plan, Phases I and II, FL:** Project officer for evaluation of regional reclaimed water opportunities amongst the cities of Temple Terrace, Tampa and Plant City as well as Hillsborough County. The feasibility study included beneficial reuse opportunities and aquifer recharge. This program was cooperatively funded by the Southwest Florida Water Management District.

**City of Deltona, Upper Floridan Aquifer Wells and WTP #11, FL:** Project manager for development of three new supply wells and WTP improvements to protect the Blue Springs springshed. The water supply and transmission elements of the project consist of two new Upper Floridan wells (plus a third future well), approximately 1,000 LF of 16-inch raw water main, and 16-inch finished water main. Improvements to WTP #11 include pretreatment upgrades, chemical feed improvements, and high-service pump upgrades, including associated electrical and controls improvements.



## Paul Moulton, PE – *Process Mechanical Advisor*

Paul has 41 years of experience in civil and sanitary engineering, specializing in the design of water and wastewater treatment plants, pumping stations, force mains, and chemical storage and feed and odor control systems. **He is responsible for overseeing the AECOM Design Center of Excellence on design standards, master specifications and design of process mechanical equipment, materials handling systems, and chemical storage and feed systems.** Paul has provided the design, start-up, troubleshooting and commissioning for numerous facilities worldwide.



### AREAS OF EXPERTISE

- ✓ Water treatment
- ✓ Pumping stations
- ✓ Force mains
- ✓ National recognized technical advisor

Firm: **AECOM**

Assigned Office: Pocasset

Education: BS, Civil Eng.

Licenses: PE: NH #04638

**Orange County, Eastern WRF – Phase V, Orlando, FL:** Process mechanical advisor for the expansion of EWRF from 18-mgd to 24-mgd, which included a new 64-mgd peak capacity headworks, biological process basin upgrades, aeration blower expansion, RAS/WAS pumping upgrades, clarifier improvements, new disc filters, and chlorine contact expansion. Resolved issues with pumps and pretreatment structure during start up.

**Collier County, South County Regional WTP, Collier County, FL:** Lead mechanical process design engineer for a 24-mgd RO treatment plant expansion, including DIW, odor control and wellfield expansion.

**City of Hollywood, Membrane Softening Plant Expansion, Hollywood, FL:** Lead mechanical process engineer for a 36-mgd RO and membrane softening water treatment plant, including degasifiers and wet scrubber type off-gas odor control systems.

## Andre Dieffenthaler, PE, DBIA – *Quality Control*

Andre has 32 years of experience in the planning, design, permitting, and construction management of water treatment improvements, including water quality and supply master plans, process up-grades, bench- and pilot-scale studies, chemical feed systems, dewatering systems, advanced treatment, and pumping improvements. His experience includes working on several advanced treatment facilities such as ozonation, reverse osmosis, desalination, ultraviolet light, and potable reuse treatment.



### AREAS OF EXPERTISE

- ✓ WTP design
- ✓ Process evaluations
- ✓ Master planning
- ✓ Condition assessments
- ✓ Project management

Firm: **Hazen**

Assigned Office: Tampa

Education: MS/BS, Civil Eng

Licenses: PE: FL #49928

**Peace River Manasota Regional Water Supply Authority, Disinfection of Surface Water for ASR, FL:** Project director. Evaluated the feasibility of achieving microbial and chemical water quality standards in partially treated surface water for aquifer recharge. Hazen developed and conducted a testing program involving disinfection via UV, chlorine, chlorine dioxide, chloramines, and ozone, which demonstrated the favor ability of chloramination with respect to disinfection and disinfection byproduct formation.

**Tampa Bay Water, Evaluation of Exhibit D Proposed Modifications, FL:** Project manager for the Evaluation of Regional Water Quality Requirements and Potential Treatment Options (TOC project). Project evaluated various treatment alternatives to improve water quality within the regional system including ozone, ion exchange, and GAC. Project prioritize potential treatment of source waters based on the most cost-effective and greatest opportunities for distribution system water quality improvement.

**Tampa Bay Water, Central Pasco Improvements, FL:** Project manager for the planning, design, permitting, and construction administration for the replacement of three existing booster pumping facilities between 15 and 25-mgd, including new high-pressure pumps with a new building; chlorine, ammonia, and caustic feed systems; piping modifications; and electrical, instrumentation, and controls.



## Paul Biscardi, PhD, PE – Pilot Testing/Modeling

Paul has 12 years experience specializing in drinking water quality and advanced treatment. He has significant experience with pilot testing and process evaluation and has been involved with over ten pilots during the last seven years. Paul also has significant experience with operational support and has led multiple studies focused on chloramine optimization.



### AREAS OF EXPERTISE

- ✓ Membrane processes
- ✓ Water quality/treatment
- ✓ Potable reuse
- ✓ Pilot study design, operation, and analysis

Firm: **Hazen**

Assigned Office: Tampa

Education: PhD/MS/BS,  
Environmental Eng

Licenses: PE: FL #83510

### Tampa Bay Water, Water Chloramine Optimization, FL:

Paul provided operational support to address chloramine stability challenges faced by Tampa Bay Water. He performed an extensive review of water quality and other operating data and facilitated multiple workshops to identify root causes and provide operational recommendations related to chloramine formation at the Cypress Creek WTP.

**City of Sarasota, Verna Water Treatment Plant, FL:** Project engineer responsible for leading the drinking water process evaluation and is currently planning the pilot testing component of the project. This work has included detailed evaluation of nanofiltration membrane processes and aeration to provide treatment of sulfide, sulfate, hardness, strontium, and overall TDS.

**Pinellas County IWTP Operations Assistance and Capital Improvements Project, FL:** Paul led the evaluation and full-scale demonstration of a new chloramination system to an existing industrial water treatment plant (IWTP)

that processes a surface water supply. Paul proposed a process control scheme that managed impacts from highly variable influent ammonia and determined a means to avoid organic chloramine formation. He also supported the detailed design of the now permanent chloramination system.

## Stephanie Ishii, PhD, PE – Planning/Operation

Stephanie has 11 years experience specializing in systems-level evaluations of project options, in which economic, environmental, and community impacts are brought into the decision-making process. She also supports municipalities with water quality assessments that inform source water, treatment, and distribution system management.



### AREAS OF EXPERTISE

- ✓ Water/wastewater treatment
- ✓ Water reuse
- ✓ Water supply planning
- ✓ Nutrient recovery
- ✓ Multi-criteria decision analysis

Firm: **Hazen**

Assigned Office: Tampa

Education: PhD/MS/BS,  
Environmental Eng

Licenses: PE: FL #85327  
Envision Sustainability  
Professional (ENV SP)

**Peace River Manasota Regional Water Supply Authority, Disinfection of Surface Water for ASR, FL:** Project manager. Evaluated the feasibility of achieving microbial and chemical water quality standards in partially treated surface water for aquifer recharge. Developed and conducted a testing program involving disinfection via UV, chlorine, chlorine dioxide, chloramines, and ozone.

**Peace River Manasota Regional Water Supply Authority, FL:** Project manager developed a mass balance, water resource OASIS Classic Model Development and Scenario Evaluation, simulation/optimization model using Hazen's OASIS water supply planning software for exploration of the long-term quantity and quality reliability implications of various capital and operational decisions under current and potential future conditions.

**City of Plant City, One Water Demonstration Facility, FL:** Regulatory lead. Advised treatment technology selection, monitoring approach, and reporting for pilot testing of microfiltration, reverse osmosis, and UV advanced oxidation for advanced treatment reclaimed water for potable reuse applications. Extensive engagement with regulators to ensure that testing protocols and collected data complied with regulations and guidelines in Florida and other states. Conducted presentations, workshops, and tours with various stakeholders to share the

City's approach to integrated resource management and the evaluation of potable reuse.

## Will Lovins, PhD, PE – Preliminary Eng Manager/ WTP Process Design/Chemical Feed Systems



Will has 27 years of engineering experience in water quality and treatment. He specializes in conventional and advanced environmental treatment processes. Will is also adept in tailoring membrane systems to site-specific applications for optimal raw water conversion efficiency (recovery), power consumption, energy recovery, chemical consumption and salt rejection, and permeate mineralization with lime systems.

### AREAS OF EXPERTISE

- ✓ Membrane processes
- ✓ Membrane bioreactor
- ✓ Potable reuse
- ✓ Pilot study design, operation, and analysis

Firm: **AECOM**

Assigned Office: Orlando

Education: PhD/MS/BS,  
Environmental Eng

Licenses: PE: FL #83510

**Town of Davie, RO WTP and WWTP Design-Build, FL:** Technical lead for preliminary RO WTP design and plant commissioning. Services comprised defining water quality and treatment goals, preparing process flow diagrams, process selection, equipment sizing, and site planning.

**City of Oldsmar, RO Water Treatment Plant for Alternative Water Supply, FL:** Technical lead for development of alternative potable water supply. Scope included pilot testing, preliminary/final design, construction oversight and plant start-up commissioning. Facility comprised a 3-mgd membrane treatment process with new raw water wellfield, RO membrane skids, post-treatment and storage.

**Hialeah RO WTP, Design and Start-up Services, FL:** Technical lead for developing and executing a RO water treatment pilot demonstration, design and system start-up. The system included brackish raw water wells, chemical pretreatment, cartridge filtration, RO desalination, chemical post-treatment,

storage and high service pumping.

## Drew Coleman, PE – Preliminary Engineering



Drew has 20 years of experience in water and wastewater treatment design. His work experience includes planning and design of water treatment systems, associated permitting, and construction work. Water supply and treatment project experience includes conceptual design, master planning and CIP development, media filtration, ozone, and nanofiltration pilot study efforts, chemical treatment and storage design, hydraulic modeling, pipeline and flow control design, ozone system design, sidestream ozone injection design, filtration system design, degasification and odor control design, ultrafiltration and RO system design, and electro dialysis reversal design.

### AREAS OF EXPERTISE

- ✓ WTP/WWTP design
- ✓ Hydraulics/pumping sys.
- ✓ Chemical storage and feed systems
- ✓ Construction mgmt

Firm: **Hazen**

Assigned Office: Sarasota

Education: BS, Env. Eng

Licenses: PE: FL #70650

**Peace River Manasota Regional Water Authority, Water Quality Master Plan, FL:** Project manager. The Plan focuses on how the treatment and transmission facilities are performing today with respect to current and potential future regulatory requirements and customer needs. The Plan also identifies and prioritizes potential opportunities to improve water quality. The content of the plan was achieved through historical data and regulatory reviews, bench-scale testing, cost estimation, and collaboration with the Authority and its customers.

**Peace River Manasota Regional Water Supply Authority, Peace River Regional Reservoir (PR3) Detailed Design and Permitting, FL:** Project manager for Hazen's efforts. Overall project included design and permitting of a new 9.0-billion gallons reservoir, a new 258-mgd River pump station, a new 112-mgd Reservoir pump station, and conveyance piping between the facilities (includes pipe diameters up to 84-inches). The project included hydraulic

evaluations of the two pump stations, which incorporated hydraulic modeling of a range of operating conditions, CFD modeling for assessment of the pump station intakes, and physical modeling of the River Intake pump station.

## Jeffrey Rosman, PE – Pumping and Hydraulics

Jeffrey is a water/wastewater engineer with 12 years of experience in planning, design, permitting, bid, procurement and construction phase services for municipal, environmental and industrial clients in both the public and private sectors. He has served as project engineer, task manager, project manager, engineer of record, and quality assurance/quality control lead during the planning and design of a multitude of projects of varying breadth and depth.



### AREAS OF EXPERTISE

- ✓ WTP planning/design
- ✓ WWTP planning/design
- ✓ Pumping station planning and design

Firm: **Hazen**

Assigned Office: Tampa

Education: BS, Civil Eng

Licenses: PE: FL #83701

**Peace River Manasota Regional Water Supply Authority, Peace River Regional Reservoir (PR3) Detailed Design and Permitting, FL:** Project engineer responsible for the detailed design of a new reservoir intake and pump station serving to transport water from the Authority's reservoir system to the head of the water treatment process. Surge and hydraulic modeling were performed to inform the design of the vertical turbine pumping station, which was designed to include provisions to support an ultimate firm pumping capacity of 117.6-mgd.

**Peace River Manasota Regional Water Supply Authority, PR3 Siting and Feasibility, FL:** Project engineer responsible for hydraulic modeling and conceptual engineering to evaluate various piping and pumping system configurations in connection with a conceptual Reservoir No. 3 and an

expanded WTP capacity. The evaluation focused on several system improvement alternatives for providing additional river and reservoir pumping capacity, gravity WTP feed functionality, and operational flexibility.

## Don DeAngelis – Pumping, Hydraulics/Pump Station

Don is a process mechanical technical leader experienced with pump selection and system design using double suction horizontal split case (single & double stage), vertical turbine (single & multi stage), vertical axial flow, vertical turbines in cans, end suction and submersible well pumps. Extensive use of hydraulic analysis to size pumping systems considering water surface elevations and/or pressure feeds, velocities, friction factors, number of pumps in operation, constant vs variable speed and pipe material for suction and discharge piping.



### AREAS OF EXPERTISE

- ✓ Pumping systems
- ✓ Municipal/industrial treatment
- ✓ Piping systems
- ✓ Start-up, and operator training

Firm: **AECOM**

Assigned Office: Ft. Myers

Education: MBA, Eng Mgmt

MS, Environmental Eng

BS, Civil Eng.

**Town of Davie, RO WTP and WWTP Design-Build, FL:** Lead mechanical engineer for the design-build of a new water and water reclamation facility. Developed the final design of the 6-mgd RO process for treating brackish well water. Designed mechanical systems for cartridge filtration, RO feed pumping and deep well injection pumping system. Developed equipment layouts and piping systems and prepared contract plans and specifications..

**City of Fort Myers, Deep Injection Wells, FL:** Providing pump selection and piping systems for deep injection wells (4,860 gpm @ 86 psi) and reclaimed water distribution pumps (1,350 gpm @ 86 psi). Pumps take suction from either chlorine contact or above grade storage tanks. Discharge is to deep wells or for reclaimed water distribution. Pumps are multistage vertical turbines in cans with vaned inlet baskets.

**South Florida Water Management District, STA 1W Exp. #2, FL:**

Provided QA/QC and design coordination for the process mechanical

design of three stormwater pumping stations with capacities. Pumps are vertical wet pit axial flow driven by diesel engines with right angle gears or 350 HP electric motors. Physical hydraulic model for the inlet channels and pump bays was performed to verify the full-scale design.



## Dave Wilcox, PE – Equipment and Site Layout, Process Mechanical/Filtration



Dave has experience in the design and construction of water, wastewater, and reclaimed water facilities including process selection, treatment systems, pipeline and pump stations, and the selection of equipment. He's responsible for the design of numerous water treatment facilities.

**AREAS OF EXPERTISE**

- ✓ Pumping systems
- ✓ Process mechanical design
- ✓ Filtration systems
- ✓ Chemical feed systems

**Firm:** **AECOM**

**Assigned Office:** Tampa

**Education:** MS/BS, Civil Eng

**Licenses:** PE: FL #34942

### Miami-Dade County, Preston Water Treatment Plant EOR

**Contract, Miami, FL:** Technical lead responsible for a series of projects as the 165-mgd facility including; a needs assessment report, evaluation of lime softening process tanks and the design of a 10 ton/day site chlorine generation facility.

**PRASA, Villalba Water Treatment Plant, Puerto Rico:** Project manager designed a 7.5-mgd, expandable to 15-mgd surface water treatment plant utilizing a 0.1 micro nano-filtration treatment system. The system included pretreatment for iron and taste and odor removal. Sludge dewatering was provided by vacuum assisted drying beds.

**Manatee County, Water Treatment Plant, FL:** Project manager designed a series of upgrades at the 50-mgd facility. The work included improvements to 40-mgd raw water pump station #1, rehabilitation and modifications to sedimentation Basins B and C, upgrading the emergency generator system with the addition of a 2200 kw emergency generator, and the addition of a second 10-mgal finished water storage tank.

## Mark McNeal, PG – UIC / ASR Impacts



Mark has 39 years of experience in hydrogeologic investigations including project management of water supply, Aquifer Storage and Recovery (ASR), deep well injection, and reuse projects; design and permitting, well construction inspection; data analysis; geophysical logging and interpretation; aquifer pumping test design and analysis; system startup; well rehabilitation activities, mechanical integrity testing, and operational cycle testing. He is well known with FDEP and EPA Region IV for unique approaches and strategies in UIC permitting.

**AREAS OF EXPERTISE**

- ✓ Hydrogeologic investigations
- ✓ ASR
- ✓ Aquifer pumping test design
- ✓ Water Supply

**Firm:** ASR US, LLC

**Assigned Office:** Palm Bch

**Education:** BS, Geological Engineering

**Licenses:** PG: FL #1231

**Peace River Manasota Regional Water Supply Authority, FL:** Mark has been actively involved with the Peace River ASR System since 1990. This is the largest ASR system in the eastern US. He helped the Authority obtain an operation permit for its ASR system, which required an exemption for arsenic concentrations that may occur during use. He is currently leading the effort to modify the system to a partially treated surface water ASR system that will utilize a ZOD for compliance. He is currently part of a team preparing the Authority's water supply master plan for its four-county area.

**JEA, Nassau County Exploratory Well, FL:** Mark is providing hydrogeologic services to support design, permitting, and construction oversight of an exploratory Underground Injection Control (UIC) well to manage excess reclaimed water for JEA.

**City of Tampa, ASR and TAP Programs, FL:** Mark has been involved with the City's ASR program since 1989. He continues to provide technical and regulatory support for this ASR system, including obtaining an operations

permit in October 2013

## Bill Snow, PE – Detailed Design

Bill has significant design experience in the field of water treatment, water supply, wastewater treatment, pump stations and utility operations with both private and municipal clients. He specializes in membrane technology and design, including ion exchange, reverse osmosis and membrane softening. Bill also has extensive experience in plant startup and operations.



### AREAS OF EXPERTISE

- ✓ Water treatment/supply
- ✓ Ion exchange
- ✓ Membrane softening plants
- ✓ Reverse osmosis plants

Firm: **AECOM**

Assigned Office: Palm Bch

Education: BS, Civil Eng.

Licenses: PE: FL #42757

### City of Hialeah, Design-Build, RO WTP Pilot Testing,

**Design and Start-up Services, FL:** Process design manager and engineer of record for a 12.5-mgd RO plant expandable to 20.0-mgd. Services included the design of filtration pretreatment system, chemical pretreatment system and post treatment system using CO<sub>2</sub> and Lime mineralization, a degasifier system and biofilter scrubber system, membrane cleaning system, the process building including a membrane room, chemical treatment rooms with bulk chemical storage. The design also included two 5-million-gallon ground storage tanks and a high service pump station.

**Town of Davie, RO WTP and WWTP Design-Build, FL:** Process start up engineer for the 6.0-mgd RO plant and chemical feed systems including acid, corrosion inhibitor, antiscalant, chlorine disinfection, degasifier system and post treatment system using CO<sub>2</sub> and Lime mineralization system.

**City of Lake Worth, RO Plant Acid Dilution System, FL:** Lead design engineer to replace the full-strength sulfuric acid system with an acid dilution system. The system includes the design of an acid dilution panel for pre and post acid injection to the RO units, booster feed pumps, special piping and a new 20-inch stainless steel static mixer and injection quill. The acid dilution system reduces the strength of the sulfuric acid from 93% to approximately 10% for a safer handling.

## 2.2 Project Examples

This table illustrates our team's experience and success on projects similar in scope and size to the Peace River Partially Treated Surface Water ASR project.

	Potable Water Treatment	Pilot Testing	Filtration Systems	Pumping Systems	Chemical Feed/Disinfection Systems	SCADA and I&C Design	Electrical/Power Distribution	Civil Site Design/Yard Piping	A/E Design	Aquifer Storage and Recovery (ASR)	FDEP UIC Permitting	Regulatory Compliance	Stormwater Management	Local/State Permitting	Funding Assistance	Operational Startup and Commissioning	Const Mgmt / CEI Svcs
<b>AECOM PROJECTS</b>																	
TECO RO WTP	●	●	●	●	●	●	●	●	●			●	●	●		●	●
Peace River WTP Exp. Program	●		●	●	●	●	●	●	●			●	●	●		●	●
Davie RO WTP / WRF ★	●	●	●	●	●	●	●	●	●		●	●	●	●		●	●
Oldsmar RO WTP ★	●	●	●	●	●	●	●	●	●		●	●	●	●		●	●
Prineville WTP Ceramic Membrane Pilot Study	●	●	●									●					
MDWASD Hialeah WTP	●		●	●	●	●	●	●	●			●	●	●			●
MDWASD Preston WTP			●				●		●			●		●			●
Hialeah RO WTP ★	●	●	●	●	●	●	●	●	●		●		●	●		●	●
Marco Island RO WTP	●	●	●	●	●	●	●	●			●			●			●
Pinellas County RO WTP	●	●	●	●	●	●	●	●	●			●	●	●		●	●
Palm Beach County WTP 3	●	●	●		●	●					●						
Oviedo WTP	●	●		●	●	●	●	●	●		●	●	●	●	●	●	●
Sarasota RO WTP	●	●		●	●	●	●		●		●	●		●			●
Collier County North WTP	●	●	●	●	●	●	●	●	●		●	●	●	●			●
Fort Myers WTP	●	●	●	●	●	●	●	●	●		●	●		●	●		●
<b>HAZEN PROJECTS</b>																	
Disinfection Study of Partially Treated Surface Water for Aquifer Storage and Recovery ASR ★	●		●	●	●					●		●					
PRMRWSA Regional Reservoir No. 3 (PR3) ★	●			●		●	●	●	●			●	●	●			
Pinellas County IWTP Operations Assistance and Capital Improvements Project		●	●	●	●	●	●	●	●					●		●	●
SFWMD Lake Okeechobee Watershed Restoration Project ASR Wells Program	●		●	●	●					●	●	●					●
<b>ASRus PROJECTS</b>																	
PRMRWSA ASR Program ★										●	●	●					
SFWMD Flatford Swamp Aquifer Recharge ★										●	●	●					

★ Project description provided starting on the following page.

# Town of Davie New Water Treatment and WRF Progressive Design-Build, Davie, FL



**Firm:** **AECOM**

**Client:** Town of Davie

**Client Contact:**  
Renuka Mohammed  
Utilities Director  
T: (954) 327-3768  
Renuka\_mohammed@  
davie-fl.gov

**Completion Dates:** 2014

**Budget:** \$112M

**Key Team Members, Roles:**

Will Lovins, *Technical Leader*  
Bill Snow, *Process Start-up Eng*  
Rich Ulkus, *Construction Mgr.*  
Paul Moulton, *Process Mechanical*  
Don DeAngelis, *Pumping*

**✓ KEY BENEFITS**

- ✓ On-site tilt-up construction methods were employed for all exterior walls which shortened the construction schedule
- ✓ Early selection of equipment and vendors ensured that all facilities could be housed on the tight site
- ✓ Three industry awards including DBIA Florida Project of the Year



**RELEVANCE TO THE AUTHORITY**

AECOM provided the following services throughout the project:

- New main switchgear and MCCs
- Civil, structural, architectural, building mechanical design
- New standby power generators
- CEI services
- Electrical engineering
- Regulatory permitting
- SCADA / I&C engineering
- Potable water treatment
- Filtration Systems
- Pumping Systems
- Chemical feed/disinfection systems
- Stormwater management
- FDEP/UIC permitting
- Operational startup and commissioning

**Program Description**

Expecting significant growth from two redevelopment projects, plus future development, Davie needed to plan for increased demand on its water and wastewater systems in the most environmentally friendly manner possible. With a vision of “Making Davie Clean Through Green,” the town contracted AECOM to provide a new facility designed to scale with anticipated growth and demand, while preserving natural resources. The project is a 6-mgd (12-mgd future) brackish water reverse osmosis water treatment plant and a 3.5-mgd (6-mgd future) wastewater treatment plant, using an MBR process, to produce high quality effluent for reclaim water usage. This plant is among the first in Broward County that doesn’t discharge treated effluents into the Atlantic Ocean.

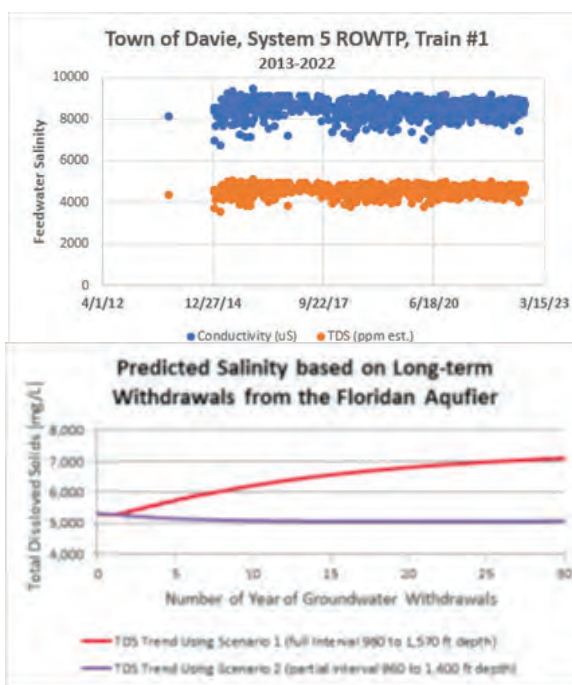
AECOM’s scope included developing an alternative water supply from planning through permitting and construction, as well as assisting the town in both selecting and acquiring property for the main facilities and remote sites for raw water wells. AECOM prepared individual design reports for the raw water supply wells, the water treatment facility, the water reclamation facility, the UIC deep injection wells, and the water reclamation distribution network. Working closely with the town, AECOM identified and negotiated reclaimed water use agreements with large users in the vicinity of the plant, as well as completing all permitting, including the CUP, site plan permits, water treatment and water reclamation facility construction/ operation permits, and UIC.





Development of a sustainable brackish water supply was a critical element to the success of the project. AECOM completed the design, permitting, constructing and resident services overseeing construction, testing and operation by a licensed well driller for an exploratory production well for onsite geology and hydrogeology characterization that involved:

- Evaluating well completion depths for balancing well production and control of long-term salinity degradation.
- Use of a calibrated density-dependent groundwater flow model, developed for the South Florida Water Management District, with two variable density and solute transport components over a 30 year simulation period.
- Developing the wells with two different well completion depths to meet the design withdrawal rate of 2.67-mgd per well maintain feed water TDS within the design range of 5,000 to 8,000 mg/L



**The design and operation has proven successful with no salinity degradation through 10 years of wellfield operation.**

Equally critical to the success of the project was a disposal system for membrane concentrate and excess reclaimed effluent. AECOM designed, permitted and oversaw the construction of this Class I Industrial Injection Well System comprising two alternate design Class I injection wells with 11.4-mgd – the largest in Florida at the time. A dual-zone monitoring well was implemented for detection of inject fluid upward migration and early warning for developing operational mitigation measures.

**“ The future of water conservation is in reuse... The innovations built into our new facility will position the Town of Davie as an industry leader in water conservation and water reclamation. The result will be a more eco-friendly, efficient use of the Town’s water resources. ”**

Susan Starkey, Town Council Member,  
Town of Davie

# Oldsmar Brackish Water Supply and Treatment Facilities Planning and Construction, Oldsmar, FL



Firm: **AECOM**

Client: City of Oldsmar

Client Contact:

Johna Jahn, PE  
Utilities Administrator  
T: (813) 749-1233  
JJahn@ci.oldsmar.fl.us

Completion Dates: 2013

Budget: \$17M

Key Team Members, Roles:  
Will Lovins, *Technical Lead*

## RELEVANCE TO THE AUTHORITY

AECOM provided full services throughout the project including:

- Pilot testing
- Feasibility study
- Preliminary and final design
- Process design
- Regulatory permitting
- Construction management
- Start up
- Operations support
- Membrane treatment facilities
- SCADA/I&C engineering
- Electrical engineering
- Civil, structural, architectural, building mechanical design
- Potable water treatment
- Filtration systems
- Pumping systems
- Chemical feed/disinfection Systems
- Stormwater management
- FDEP/UIC permitting
- Operational startup and commissioning

## ✓ KEY BENEFITS

- ✓ Provided the City with a reliable and cost effective source of potable water supply
- ✓ Freed up water supplies that can be used to meet other regional water demands
- ✓ Supported the City's sustainability goals with a LEED certified water treatment facility
- ✓ Allowed the City to return to free chlorine as the residual disinfectant through the distribution system

## Program Description

For decades, the City of Oldsmar (City) purchased potable water as a wholesale customer of Pinellas County. This regional water supply system serving the Tampa Bay area was projected to grow dramatically by diversifying sources and adding significant new facilities, resulting in increased prices to the City's customers. Desiring to have more control over the quality and cost, the City pursued development of their own potable water supply. The City laid out a phased approach that would begin with evaluating the feasibility of such an endeavor and conclude with the construction and start-up of the new facilities. AECOM was hired by the City in 1996 to assist them with this ambitious program and has been working with them since as they carefully and diligently continue to move forward.

## Scope of Work

Phase I included a preliminary feasibility study which reviewed demand, water supply options, and regulations; evaluated water quality, treatment, and potential costs; assessed project feasibility and developed an implementation plan. Existing data and site specific raw water quantity and quality data collected from a test well, supported the cost effectiveness of a 2-mgd annual average brackish water wellfield with a low pressure RO water treatment plant. The Phase I study concluded that the project was technically and economically feasible.





**Phase II** included a wellfield siting analysis, development a field testing program, design and construction of two pilot production wells (and four monitoring wells) to evaluate the capacity and quality of two water supply aquifers, a pilot treatment study using the wells to evaluate treatability and concentrate characteristics, and preliminary engineering of the wellfield, transmission pipelines, treatment, and concentrate disposal. Subsequent analysis and successful water use and concentrate disposal permitting confirmed that the project remained feasible.

**Phase III** included the preliminary and final design of 12 brackish water wells; 10,500 ft of 8 – 24-inch raw water transmission main; a 3.2-mgd maximum day RO water treatment plant; 8,250 ft of 8-inch concentrate disposal pipeline; and a 1.2-mgd DIW. The project was designed/constructed using four separate construction contracts:

1. Production wells,
2. RO process equipment,
3. WTP building, site, pipelines, and other equipment, and
4. the DIW.

**Phase IV** was the construction of the new facilities. Working closely with the City, construction was completed in December 2012 resulting in the following key benefits:

- Providing the City with a reliable and cost effective source of potable water supply
- Freeing up water supplies that can be used to meet other regional water demands
- Supporting the City’s sustainability goals with a LEED certified water treatment facility
- Allowing the City to return to free chlorine as the residual disinfectant through the distribution system

### Performance

AECOM provided full services throughout the project including studies; preliminary and final design; FDEP, ACOE, SWFWMD, and building permitting; SRF and SWFWMD funding support; and bidding and construction phase services for multiple interrelated contracts.

On a reference evaluation we received 10s (representing very satisfied and would hire the firm again on all 10 of the criteria asked.)

# Hialeah RO WTP Design and Start-up Services

## Hialeah, FL



Firm: **AECOM**

Client: City of Hialeah

Client Contact:

Ramon Diaz

General/Plant Manager

GS Inima USA Construction

T: (305) 970-3930

Ramon.diaz@inima.com

Completion Dates: 2017

Budget: \$58M (construction)

Key Team Members, Roles:

Rich Ulkus, *Construction Mgr*

Bill Snow, *Engineer-of-Record*

Will Lovins, *Testing/Design Mgr*

Paul Moulton, *Process Mechanical*

Don DeAngelis, *Pumping*

### ✓ KEY BENEFITS

- ✓ Robust desalination process design for future raw water salinity degradation
- ✓ Use of design-build allowed for innovative solutions
- ✓ Focused on reliability and weather hardening
- ✓ Leveraged design-build flexibility to use multiple GMPs to get construction started during design
- ✓ City's sustainability goals were met

### RELEVANCE TO THE AUTHORITY

AECOM provided the following services throughout the project:

- Water storage facilities
- SCADA/I&C/electrical/power
- Civil/site/structural, bldg mechanical design, architectural
- Permitting
- Construction mgmt/CEI
- Potable water treatment
- Filtration/pumping systems
- Chemical feed/disinfection sys.
- Stormwater management
- FDEP/UIC permitting
- Op startup/commissioning

### Program Description

AECOM designed an innovative, energy-efficient treatment plant following particularly intensive testing, planning and design to develop a desalination treatment facility for a wide range of current and future raw water salinity. Our evaluations led to a brackish water treatment system that achieved optimal balance between life cycle cost and finished water quality.

### Scope of Work

Highlights of AECOM's design include membrane skids that readily accommodate modifications for increased salinity degradation of the Upper Floridan Aquifer supply, low pressure membranes for minimal power use, and biofilters rather than chemically intensive scrubbers. To increase reliability, the plant made use of robust materials typical of more demanding seawater RO facilities. AECOM's architects designed the facility with a modern tropical theme in keeping with the relaxed, contemporary feel of the Authority. Sustainability was a key city concern, so AECOM's design for the main treatment building was set for LEED Silver certification.

AECOM's contract also included the detailed (final) design and construction at risk of the project. The scope of services included design of the pretreatment system, chemical pre- and post-treatment systems, degasifier system and biofilter scrubber system, membrane cleaning system, process building including a membrane room, and chemical treatment rooms with bulk chemical storage.

### Key Attributes of the Project

In addition to meeting strict finished water quality criteria, AECOM delivered a plant that met all sustainability, operability, constructability, and reliability objectives through process selection, construction methods, redundancy, and site and building layout.



# Disinfection Study of Partially Treated Surface Water for Aquifer Storage and Recovery, DeSoto County, FL



Firm: **Hazen**

Client: PRMRWSA

Client Contact:

Mike Coates, PG

Executive Director

T: (941) 316-1776

mcoates@regionalwater.org

Completion Dates: 2021

Budget: \$99,976 (Fee)

Key Team Members, Roles:

Stephanie Ishii, *Project Manager*

Andre Dieffenthaler, *Tech Advisor*

Paul Biscardi, *Project Engineer*

Christine Owen, *Regulatory Compliance*

## ✓ KEY BENEFITS

- ✓ Evaluated multiple disinfection strategies and engaged with regulators to inform feasibility of partially treated surface water ASR relative to status quo
- ✓ Demonstrated the effectiveness of chloramines for achieving the Florida Class G-II groundwater recharge standard of 4 CFU/100 mL total coliform, while maintaining compliance with primary drinking water standards
- ✓ Developed conceptual cost and footprint estimates for a partial treatment system

## RELEVANCE TO THE AUTHORITY

Hazen evaluated multiple disinfection strategies to determine the feasibility, costs, and benefits of practicing aquifer storage and recovery (ASR) with partially treated surface water. Disinfection options were compared in terms of microbial inactivation, secondary water quality impacts, operational complexity, and anticipated costs.

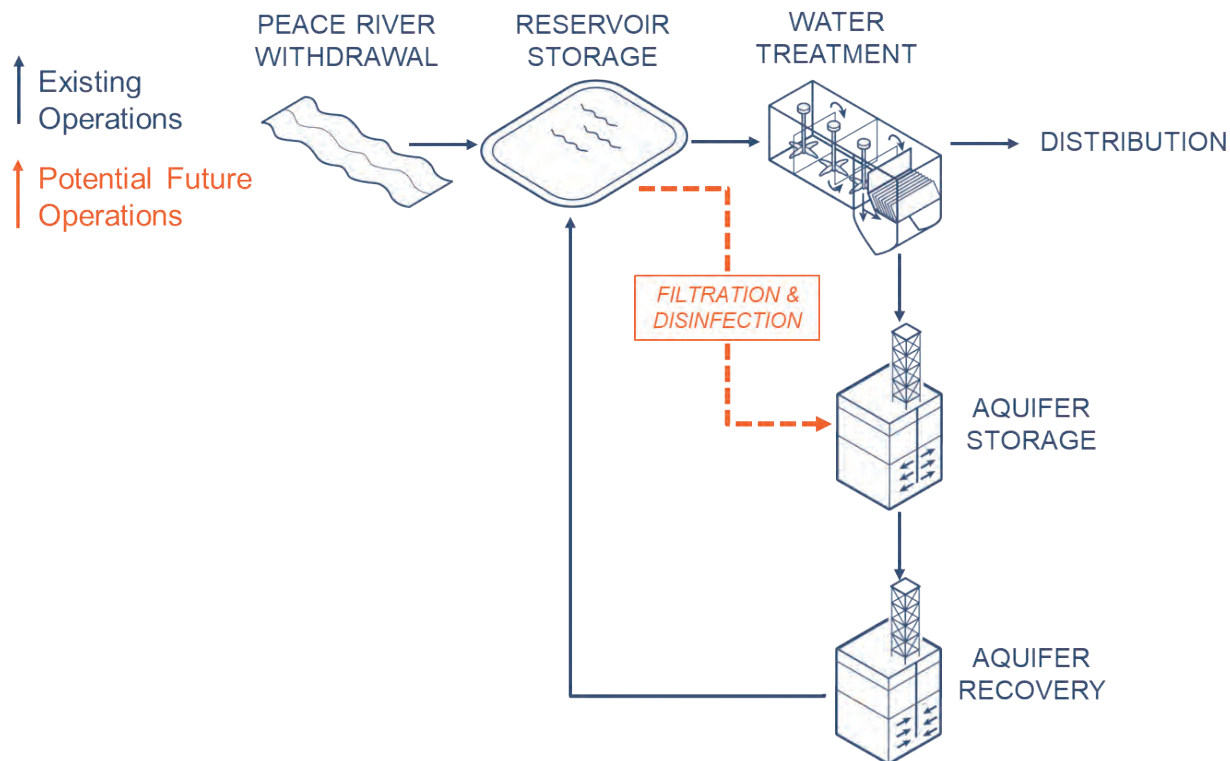
## Program Description

The study was motivated by potential benefits related to increased yield and cost savings relative to the current practice of ASR recharge with fully treated water.

The Authority withdraws surface water from the Peace River for storage in its reservoir system, which includes two aboveground reservoirs with a combined storage capacity of 6.5 billion gallons. Treated water is delivered to customers or directed to the ASR system for recharge and later use. Water that is injected into the ASR system is subsequently withdrawn during dry periods for reservoir augmentation and retreatment. The aboveground reservoirs and ASR system are critical for tempering variability in the Peace River and supporting system reliability.

Historically, the ASR system has been solely recharged with treated water. These current operations only allow for the ASR system to be recharged when system demands are less than treatment capacity and excess river flows are available. Additionally, current operations result in ASR water being treated twice, as it is fully treated prior to recharge and then retreated after being blended with reservoir water. This duplicative treatment has a cost implication and doubles the amount of total dissolved solids (TDS) that is added to the water during treatment. The TDS concentration of finished water is important because it is subject to a secondary maximum contaminant level (MCL) of 500 mg/L to minimize aesthetic concerns. Compliance with the TDS MCL can be particularly challenging during dry years when the river water TDS is elevated and/or ASR water must be heavily relied upon.

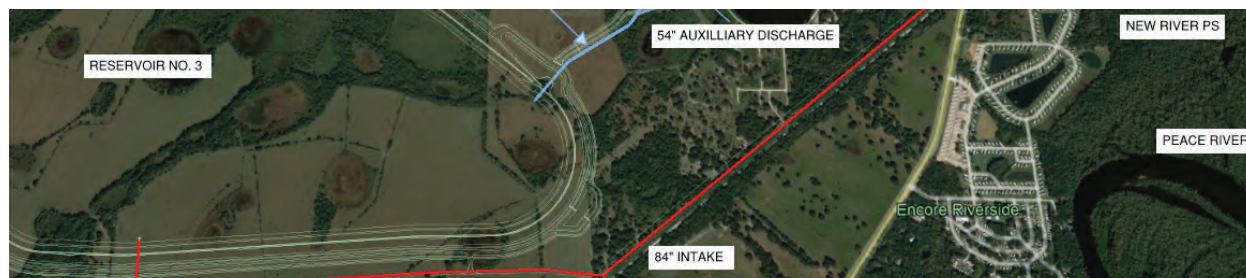
## Peace River Partially Treated Surface Water ASR Project



To avoid the cost of retreatment, minimize TDS loading to finished water, and maximize ASR storage potential, the Authority has been evaluating the technical feasibility and cost implications of ASR recharge with partially treated surface water. Initial investigations showed that partial treatment must include disinfection to achieve the groundwater recharge requirement for total coliforms. Accordingly, Hazen evaluated multiple disinfection strategies through desktop and bench-scale analyses to determine the feasibility and cost implications of achieving compliance with the total coliform standard prior to recharge while maintaining compliance with other water quality standards. The evaluated strategies included ultraviolet radiation, ozonation, chlorine dioxide, sodium hypochlorite, and chloramines.

Chloramination proved to be an effective disinfection method for partial treatment of surface water, as total coliform, disinfection byproduct, and other groundwater recharge standards were achieved at reasonable doses and contact times. The study demonstrated the importance of the chloramine formation process because minimal contact between surface water and free chlorine is critical for compliance with disinfection byproduct limits. Hazen led regulatory discussions and prepared preliminary cost and footprint estimates for a partial treatment system including chloramination and filtration to inform future improvements.

# PRMRWSA Regional Reservoir No. 3 (PR3) DeSoto County, FL



## Firm: **Hazen**

Client: PRMRWSA

### Client Contact

Terri Holcomb, PE  
Director of Engineering  
T: (941) 316-1776  
tholcomb@regionalwater.org

### Completion Dates:

01/2021 (feasibility)  
03/2022-12/2024 (design)  
01/2025-07/2027 (constr. est.)

**Budget:** \$1.5M (feasibility)  
\$15M (design); \$559M (constr)

### Key Team Members, Roles

Andre Dieffenthaler, *PM*  
Andrew Coleman, *Lead Eng*  
Jeffrey Rosman, *Project Eng*  
Stephanie Ishii, *Water Quality*

## ✓ KEY BENEFITS

- ✓ Familiar with site layout, and the condition and projected use of the Reservoir No. 1 Pump Station
- ✓ Previously conducted hydraulic analysis and environmental assessments will inform infrastructure integration and siting
- ✓ Developed and applied multi-criteria decision analysis framework with the Authority

## RELEVANCE TO THE AUTHORITY

- Includes the design of a new Reservoir No. 1 Pump Station for conveying water to the Peace River Facility (PRF).
- Familiar with the site around Reservoir No. 1 and the type of intake and structure required to draw water from Reservoir No. 1.
- Developed a hydraulic model that includes the existing and proposed Reservoir No. 1 PS. The model can easily be modified to include the ASR WF2 and the proposed PTSW ASR treatment systems to identify required pump sizing and quantity for a retrofit of the existing reservoir pump station.

## Program Description

At the request of Authority members, additional water supply capacity is required to be online by 2028. As identified in the Southwest Florida Water Management District's RWSP, the PR3 project coupled with the Peace River Facility Expansion, is the next alternative water supply source to be developed to meet the member's demand needs.

The PR3 project will increase the Authority's pumping capacity on the Peace River consistent with their water use permit and provide a third off-stream raw water storage reservoir.

The overall PR3 project includes design and permitting of a new 9-billion-gallon reservoir, a new 160-mgd river intake and pump station, a new 21-mgd reservoir intake and pump station, over 15,000 linear feet of 84-inch piping, and over 12,000 linear feet of 54-inch piping. Hazen's role for the project includes the process mechanical, civil, and instrumentation design efforts for the river pump station, reservoir pump station, and the conveyance piping systems.

Feasibility efforts included evaluation of multiple approaches for conveyance system connectivity between the river pump station, raw water storage reservoirs, reservoir pump station, ASR wellfields, and treatment plant with a focus on operational flexibility and water quality. Hazen led the development of a river water quality model to quantify the system reliability benefits of different River intake siting locations considering the temporally and geographically variable tidal



## Peace River Partially Treated Surface Water ASR Project



influence under current and potential future sea level conditions. In addition, a conceptual design of the river intake and pump station were developed at this stage of the project.

Design efforts included the development of a hydraulic model for the conveyance piping system and the river and reservoir pump stations to evaluate the following:

- Pressure system flow capacities and pipe sizing
- Gravity system flow capacities and pipe sizing
- System curve development, pump sizing and operation
- Potential surge conditions and mitigation measures

A preliminary evaluation of pipe materials through a current market assessment was performed to determine the most cost-effective material at different diameters for the project. In addition, the pipeline design included a constructability review that helped to guide the design in several areas, including confirm pipeline installation techniques, pipe joints and deflection capabilities, and dewatering impacts and mitigation techniques.

The pipeline design also included evaluation of trenchless installation approaches for the 84-inch and 54-inch crossings underneath Kings Highway. This evaluation explored open cut, microtunneling, and jack and bore approaches to identify the most

cost-effective method, while accounting for ancillary impacts such as traffic and construction risk.

The river pump station includes a new concrete intake structure designed immediately south of the existing river pump station, combined with a new rectangular pump station. The concrete intake and pump station structure is designed for a build out capacity of 258-mgd with the initial installation of six 700-hp pumps capable of conveying 160-mgd and designed to operate in combination with the existing river pump station.

The initially proposed reservoir pump station included a submerged intake extending into Reservoir 1, intake piping, and new reservoir pump station east of the existing reservoir pump station. The new intake and pump station structure were designed for a build-out capacity of 112-mgd with the initial installation of three 200-hp pumps capable of conveying 21-mgd and designed to operate in combination with the existing reservoir pump station. Evaluations and collaborative discussions with the Authority are ongoing to confirm reservoir pump station design considering projected demands on the pump station and potential future uses of the existing pump station, such as for the delivery of water from Reservoir No. 1 to a new Partially Treated Surface Water Aquifer Storage and Recovery (ASR) system.

# Regional Water Supply Authority ASR Program Bradenton, FL



Firm:  ASR US, LLC

Client: PRMRWSA

**Client Contact:**

Mike Coates, PG  
Executive Director  
T: (941) 316-1776  
mcoates@regionalwater.org






Completion Date: Ongoing

Budget: \$36K

**Key Team Members, Roles**

Mark McNeal, *Principal in charge*  
Pete Larkin, *Project Manager*

 **KEY BENEFITS**

-  Largest ASR program in eastern United States
-  Worked on system since 1990
-  ASR has helped develop a more resilient water supply
-  System includes 21 ASR wells
-  FDEP approval for two PTW cycle tests

## RELEVANCE TO THE AUTHORITY

ASRus provided the following services throughout the project:

- Permitting support
- ASR wells
- FDEP UIC permitting
- Actively involved with the Authority's ASR system since 2006
- Worked with the Authority on the FDEP/UIC permit modification for the PWSW ASR Project over the last 7 years

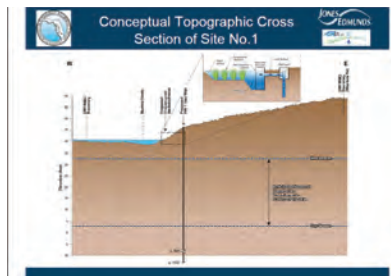
## Program Description

Mark McNeal has been actively involved with the Peace River ASR System since about 1990. Mark prepared a report analyzing the operational history of the Authority's 9-well ASR system. The report was used to help the Authority prepare for expansion of their ASR program, which is currently the largest in the eastern United States. Mark and Pete Larkin have provided technical and permitting support on a deep, high capacity (3-mgd) test ASR well. They were also instrumental in the installation of an additional 13 monitoring wells to better understand the geochemical reactions that occur during ASR operations.

ASRus is under contract to continue providing senior hydrogeologic services to the Authority. ASRus was part of a team that petitioned FDEP to waive arsenic as a standard at the site. Obtaining this variance allowed the Authority to apply for and receive an Operation Permit for its two ASR wellfields. ASRus was also the hydrogeologist on a team that permitted select wells from Wellfield No. 2 to allow partially treated (non-disinfected) surface water from Reservoir No. 1 to be injected for two cycle tests, a project that unequivocally demonstrated that coliform die-off occurs rapidly during storage events. ASRus is currently assisting the Authority with permitting activities to reduce the level of treatment necessary in the recharge water. Difficult permit conditions have been negotiated between the Authority and FDEP with assistance from ASRus to allow partially treated surface water to be recharged in Wellfield No. 2.

# Flatford Swamp Aquifer Recharge

## Manatee County, FL



### RELEVANCE TO THE AUTHORITY

ASRus provided the following services throughout the project:

- Managed Aquifer Recharge (MAR) Permitting
- MAR Well Design
- MAR Well Construction
- MAR Surface Facilities Design and Construction
- MAR Operational Testing

Firm:  ASRUS, LLC

Client: Southwest Florida Water Management District

#### Client Contact:

Jennette M. Seachrist, PE  
Director, Resource Management  
T: (813) 467-7186  
Jennette.seachrist@swfwmd.state.fl.us

Completion Date: Ongoing

Budget: \$432K

#### Key Team Members, Roles

Mark McNeal, *Principal in charge*  
Pete Larkin, *Sr. Hydrogeologist*

### Program Description

Flatford Swamp is a forested wetland in east Manatee County that has received excess water during the dry season due to nearby agricultural practices. This has resulted in significant tree mortality and encroachment of several invasive herbaceous and shrub species. Jones Edmunds, with ASRus as a subconsultant, completed the design of a surface water aquifer recharge project at Flatford Swamp. The goal of this project was to evaluate the feasibility of using recharge wells to restore the hydrologic period and at the same time use the water to recharge the most impacted area (MIA) of the Upper Floridan Aquifer in the Southern Water Use Caution Area (SWUCA). The Jones Edmunds team evaluated the required facilities, costs, and permitting requirements for the proposed diversion. Jones Edmunds also worked with ASRus to permit, design, bid, and construct the initial recharge well and associated monitoring well system. The recharge well is extremely productive, designed to allow up to 18-mgd to be recharged in a single well. The initial operational testing will be conducted at a much lower rate (between 1 and 2mgd); however, to monitor water quality changes occurring in the aquifer during recharge.

The surface facilities construction is complete and operational testing has commenced. This system is unique in that FDEP issued a permit with a zone of discharge (ZOD) to allow coliform bacteria to die-off naturally in the subsurface. FDEP is not currently allowing similar permits to be issued; therefore, the operational testing that will be conducted under this project would be important to demonstrate microbiological attenuation in the subsurface in these type of recharge systems. Unfortunately, FDEP did not honor the conditions of the permit issued by the agency and disinfection was required and installed, missing out on an excellent opportunity to further document coliform die-off in the subsurface. It is hopeful that the disinfection system can be turned off at develop a dataset for this Aquifer Recharge system that will further quantify the rate of die-off to persuade FDEP to re-consider its position on issuing a ZOD with these aquifer recharge systems when institutional controls are in place to prevent other groundwater users to be affected for the few weeks to months that it may require for the untreated surface water to be disinfected naturally in the subsurface.



Section 3  
**Preliminary Project  
Understanding, Approach,  
and Schedule**



## Section 3 - Preliminary Project Understanding, Approach, and Schedule

### 3.1 Understanding the Authority's Needs

The AECOM team understands that the overall purpose of this project is to provide engineering design and associated professional services for the Authority's Partially Treated Surface Water ASR (PTSW ASR) Project. Our team is thoroughly familiar with the requirements for this project. We conducted the prior PTSW ASR disinfection study, developed and deployed the Authority's system reliability model (OASIS), have met with Authority staff on several occasions, reviewed project background materials and previous reports and presentations, examined existing operating permits and are very familiar with the Authority's utility infrastructure and Peace River Facility.

The AECOM team has significant experience working with the Authority specific to the requirements for this project. AECOM/ASRus team member, Mark McNeal, PG has been actively involved with the Peace River ASR System since about 1990. ASRus is under contract to continue providing senior hydrogeologic services to the Authority and assisted the Authority in obtaining the FDEP UIC permit to allow PTSW to be recharged in Wellfield No. 2 (WF2). AECOM/Hazen team member, Stephanie Ishii, PhD, PE, was project manager on the Authority's Disinfection Study of PTSW for ASR, which evaluated the feasibility of achieving microbial and chemical water quality standards in PTSW for aquifer re-charge. She also was PM on development of a simulation/optimization model (OASIS) for use by the Authority in water supply planning. Hazen is currently working with the Authority/HDR on the Peace River Reservoir No. 3 (PR3) project, which includes a new Reservoir No. 1 pump station.

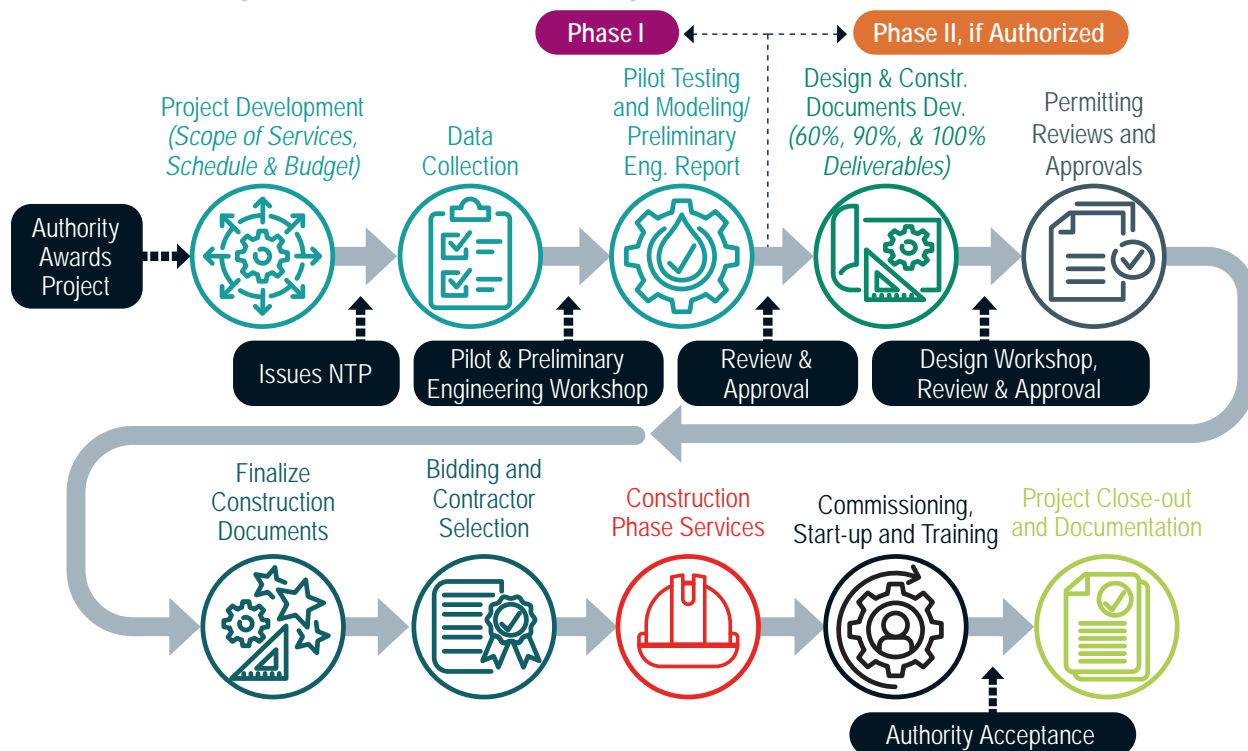
Evaluating the system-wide benefits and burdens of PTSW ASR relative to its costs, and ultimate implementation of the PTSW ASR benefit-to-cost ratio is favorable, requires a multi-disciplinary team of experts. The services will include pilot testing, all design work, permitting, and construction inspection required for project completion. However, the first phase of the project will involve pilot testing of water treatment options, and evaluation of pertinent regulatory requirements to assist the

Authority in determining the technical, economic, and regulatory feasibility of injecting PTSW at the Authority's ASR WF2. **A key objective of pilot testing is to determine the treatment required to meet FDEP UIC permit limits for ASR recharge to WF2 throughout the year.** Such injection will be required to be continuously compliant with the Authority's September 2023 UIC permit and/or a potential future modification thereof, and associated FDEP and U.S. Environmental Protection Agency (EPA) UIC rules. **A key water quality question for the PTSW ASR is: Can acceptable microbial water quality be achieved (e.g., 4 CFU total coliform/100 mL) while maintaining compliance with primary MCLs (e.g., DBPs)?**

The first phase of the project will also include preliminary engineering to identify the recommended improvements and cost of the PTSW ASR Project. Currently, the PTSW system is anticipated to treat water from Reservoir No. 1 and include a new (or repurposed) pump station, pressurized coarse media filtration, and a side stream chloramine disinfection system. Also included would be necessary yard piping, civil/site improvements and electrical and SCADA/I&C. The AECOM team will review the preliminary system and identify any recommended modifications. The preliminary engineering will include a Preliminary Engineering Report (PER) describing the technical, economic, and regulatory feasibility of implementing the PTSW ASR Project, and recommended next steps. **A key objective of the preliminary engineering is to determine the economic feasibility and overall cost/benefit of the PTSW ASR Project and whether the project should advance further.**

Subsequent work on the project will depend on results from the pilot testing and preliminary engineering. Should the Authority, based on the results of these initial services, determine that PTSW ASR is viable in ASR WF2, then further design, permitting, bidding and inspection related services may be authorized. However, should the Authority decide not to pursue further design, permitting, and/or construction for the Project, the Authority may at its sole discretion terminate the contract at the conclusion of the Phase I services.

## Peace River Partially Treated Surface Water ASR Project



### 3.2 Detailed Plan of Approach

The project approach that the AECOM team will follow to successfully complete the PTSW ASR Project is illustrated in the graphic above.

The scope of services will be completed under the following tasks:

#### Phase I Services:

- Project Management
- Data Collection
- Pilot Testing/Modeling
- Preliminary Engineering

#### Phase II Services:

- Survey/SUE Services and Geotechnical Investigation
- Detailed Design
- Regulatory Permitting
- Bidding Phase Services
- Construction Phase Services

#### Task 1: Project Management

A Project Management Plan for the development and execution of the PTSW ASR Project will be developed and submitted to the Authority for review and approval. The Plan will communicate essential information to the project team and most importantly will document the Authority's goals and objectives for the project. The Plan will address the following:

- Vision, mission, general guidelines, project goals and objectives
- Work breakdown structure
- Communication protocol, which includes

identification of the project delivery team and project stakeholders.

- Documents management system
- Budget and project schedule
- Monitoring and reporting plan
- Deliverable submittal and review process plan, including definition of all project deliverables.
- QA/QC plan, including requirements for creating consistent deliverable documents that will meet the high-quality standards necessary to make your project a success.

#### Task 2: Data Collection

AECOM will summarize existing information that is available, establish a documents management system in accordance with the Project Management Plan, and meet with the Authority to identify and review critical existing information and identify any data gaps. This is an important first step to ensure that critical information is collected for the development of the PTSW ASR Project. AECOM will maintain a log of existing information. Information that will be collected includes previous studies and reports, presentations, record drawings for existing infrastructure, permits, and water quality data and test reports. If data gaps are identified, our team will develop a plan to address those gaps and gather the information needed.



## Peace River Partially Treated Surface Water ASR Project

Our team has already received and organized several datasets to inform the PTSW ASR Project, thus reducing the time and effort required for project initiation; these datasets would only require an update to present day if desired by the Authority, including the following:

- Historical Peace River flows and allowable withdrawals in accordance with WUP conditions
- Historical regional demands
- Historical use of the ASR system
- Historical water quality in the Peace River and Reservoir No. 1

Additional data types to consider include:

- PFAS results (reservoir water, finished water)
- Microbial data for Reservoir No. 1 (if collected after the completion of the disinfection study)

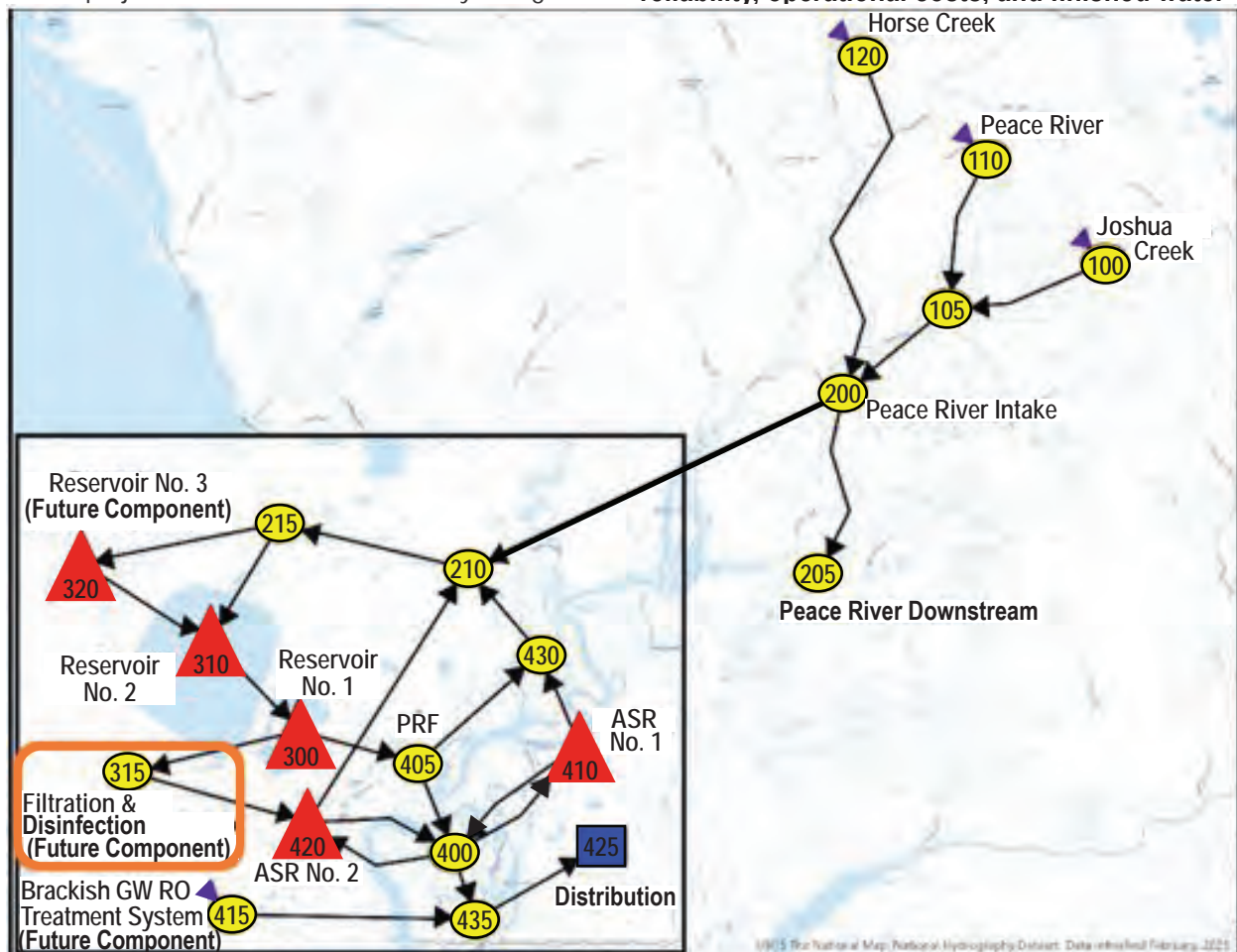
### Task 3: Pilot Testing and System Reliability Modeling

**System Reliability Modeling:** The extent to which PTSW ASR benefits the Authority's system depends on the projected interactions between hydrologic

conditions, the Authority's existing and anticipated infrastructure, and regional demands. Our team proposes to use the Authority's OASIS model to characterize these interactions with and without PTSW ASR, therefore identifying the potential operational cost and reliability impacts of PTSW ASR.

Our Team recently developed and deployed a water resources system model for the Authority using the OASIS platform to inform safe yield estimates, operational decisions, and the prioritization of capital investments. This model will be used to further evaluate the PTSW ASR benefits. The objective is for the OASIS model to operate the system consistent with the Authority's current operational strategies; however, model flexibility allows the user to develop alternative operating strategies and system scenarios for evaluation, including PTSW ASR.

Our team's familiarity with the Authority's system and the OASIS model will enable a comprehensive and fast-track evaluation of the potential role of PTSW ASR, spanning system reliability, operational costs, and finished water



## Peace River Partially Treated Surface Water ASR Project

**quality.** Key questions that will be addressed using the OASIS modeling include the following:

- Does PTSW ASR increase the Authority's ability to take advantage of high river flows?
- Does PTSW ASR increase the Authority's ability to meet regional demands?
- How variable are projected flows to the partial treatment system?
- How dependent is the safe yield benefit of PTSW ASR on the assumed capacity of partial treatment and ASR recovery?
- To what extent can partial treatment improve the TDS concentration of distributed water and reduce treatment costs?
- To what extent does partial treatment reduce recycle flows (i.e., aluminum, algae, nutrients) to the reservoirs without negatively impacting yield?

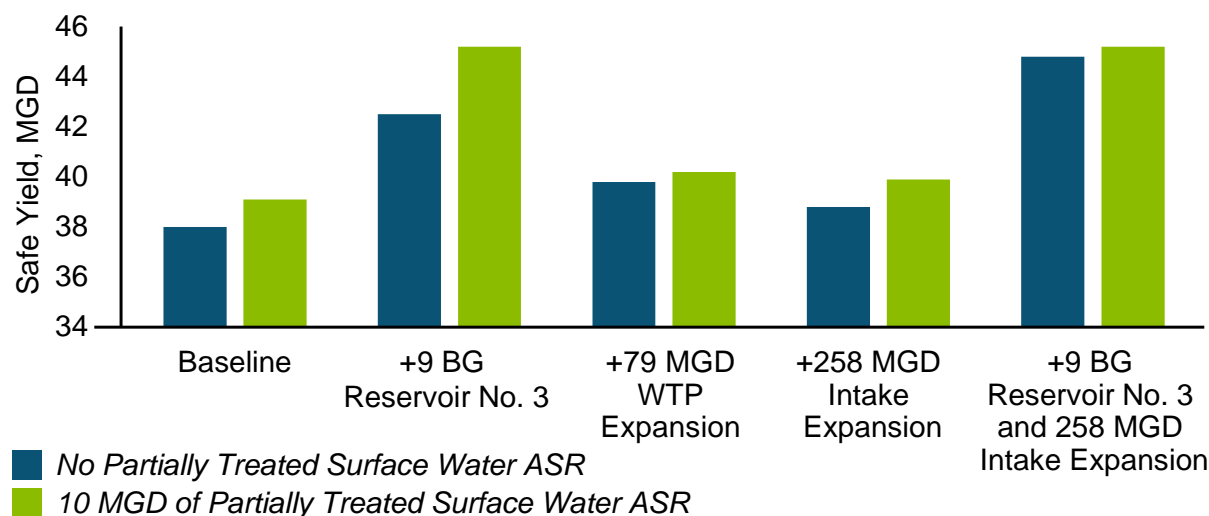
**Preliminary OASIS results related to the system's safe yield with and without 10-mgd of PTSW ASR are shown in the bar graph below.**

The addition of PTSW ASR increases the safe yield of the system under baseline conditions and under potential future conditions in which various capital improvements are brought online. The safe yield benefit of 10-mgd of PTSW ASR is 1.1-mgd under baseline conditions and increases to 2.7-mgd when Reservoir No. 3 is brought online. The safe yield benefit of 10-mgd of PTSW ASR is less notable if the water treatment plant is expanded to 79-mgd because the plant becomes less of a limiting factor with or without the ASR modification. Overall, *the preliminary OASIS results shown in the bar graph below demonstrate the increased ability to withdraw and store Peace River water with the addition of PTSW ASR to the system, thus increasing the Authority's ability to meet regional demands.* In

addition to reliability impacts, OASIS will be used to estimate the long-term operational costs savings of partial treatment relative to the status quo considering the projected extent to which PTSW ASR could be practiced and updated treatment costs from the pilot evaluation.

**Pilot testing:** In addition to understanding the yield, additional questions related to the systemwide utility of PTSW ASR will be answered using a pilot study of the anticipated treatment system. **A key objective is to demonstrate that the PTSW will satisfy the FDEP water quality requirements for injection to the ASR and determine the technical, economic, and regulatory feasibility of injecting the PTSW into the ASR WF2.** As noted in the RFP *"Disinfection and adherence to drinking water rather than groundwater standards would be required for all water injected into the ASR system (FDEP issuance of a Water Quality Criteria Exemption for secondary standards for aluminum, iron, and color is pending)."* Requirements for disinfection and the inclusion of these unanticipated water quality parameters in the final permit will be evaluated to determine their effects upon the feasibility and benefits of PTSW ASR.

**Our Team, working with the Authority, previously demonstrated at a bench-scale, the ability to disinfect raw water while controlling disinfection byproduct formation with chloramination;** however, a pilot-scale investigation of disinfection and filtration is needed to confirm the feasibility, operational complexity, and cost of achieving the water quality required for ASR recharge. *The table on the following page summarizes key pilot variables and questions to be answered that impact our team's approach to the pilot study.*



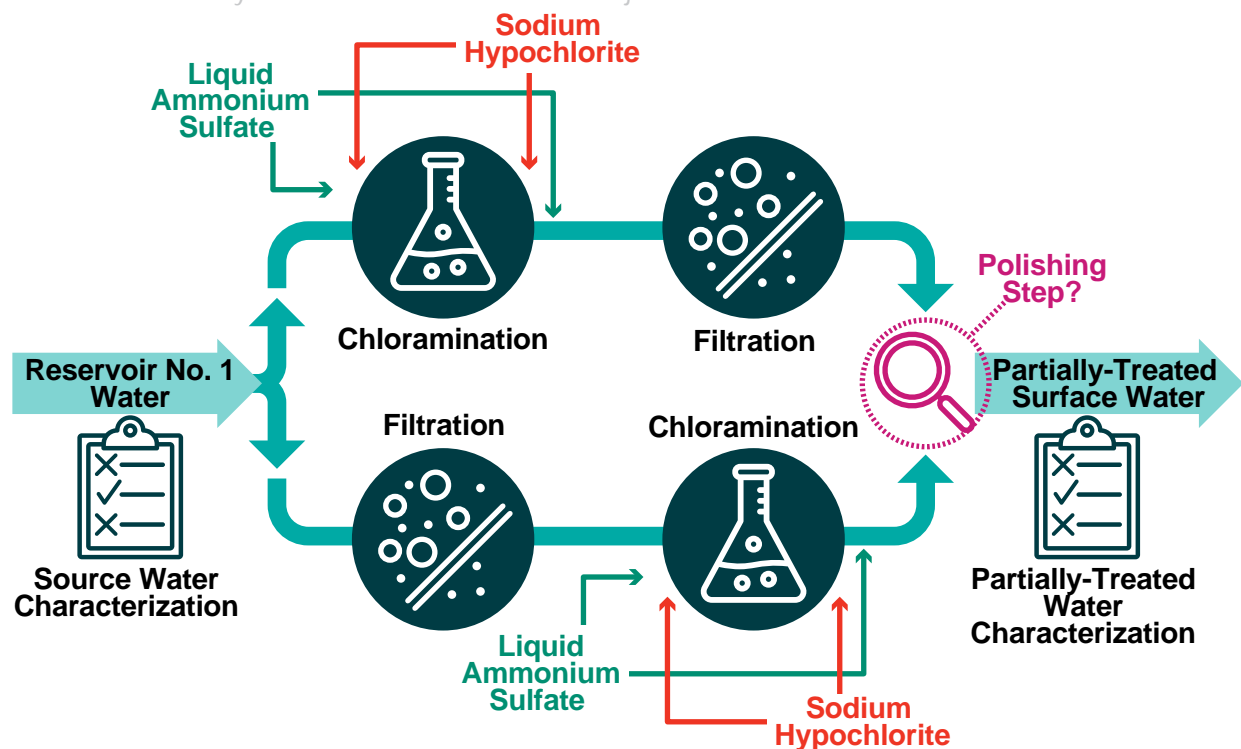
Key Pilot Variables and Metrics	Key Questions To Be Answered By Pilot Study
Source water quality Chemical dose Order of chemical inputs Mixing strategy Contact time Sequence of chloramination and filtration Filtration media type, depth, loading rate	To what extent do ammonia, total organic carbon, total coliform, and other microbial parameters vary in Reservoir No. 1 water throughout the year? What is the effectiveness of chloramination at different chemical doses and relative ratios, mixing rates, and contact times? Is sidestream or mainstream chloramine formation more favorable for Reservoir No. 1 water quality? To what extent are disinfection and disinfection byproduct formation impacted by the order of chemical input? Are suspended and colloidal solids in Reservoir No. 1 water a concern for ASR well operation? What filter conditions (e.g., media type, media depth, loading rate) are needed to achieve reliable filter operation and water quality targets (e.g., chlorophyll a, TOC, turbidity) for ASR well maintenance? To what extent are the performance of chloramination and filtration dependent on the order of these treatment steps? Can chlorination of backwash water benefit filter operation without negatively impacting reservoir water quality?

The proposed pilot study will answer the questions from the above table to help identify a more certain capital and operational cost for the PTSW. Our team will evaluate the following during the pilot:

- **Priority of chloramination and filtration:** The pilot will involve the delivery of water from Reservoir No. 1 to either chloramination or filtration as the first treatment step; pre-chloramination has the potential to achieve disinfection requirements and minimize biological fouling of downstream filtration, while pre-filtration may reduce chemical demand and improve chemical effectiveness in downstream chloramination. The relevance of treatment sequence to operational inputs, partially treated water quality, and maintenance requirements will be evaluated. Additionally, the potential need for a post filtration polishing step, such as granular activated carbon, will be evaluated based on the observed water quality relative to existing and potential future per requirements for ASR recharge (e.g. PFAS).
- **Optimum chemical dosages, ratios, contact time, and mixing at the application points:** The chloramination setup will be to explore different doses/ratios of liquid ammonium sulfate and sodium hypochlorite, as well as the order in which these chemicals are injected into the influent flow. Disinfectants may be directly injected into the full influent flow for mainstream chloramination or into a sidestream for

concentrated sidestream chloramine formation prior to blending with the remaining influent flow. Initial chemical dose and contact time settings will be identified using the previously conducted bench-scale disinfection study, which concluded that chloramines were effective for total coliform inactivation at doses and contact times as low as 10 mg/L as Cl<sub>2</sub> and 10 minutes, respectively. Pilot data will be used to develop relationships between microbial log-removal results and disinfection byproduct formation as a function of chemical dose, contact time, temperature, and other operational factors under seasonally variable source water conditions.

- **Filtration type:** Our team will review filtration requirements based on source water quality and water quality targets for minimizing physical, chemical, and biological clogging of ASR wells. Based on data collected to date, our proposed pilot filtration process allows the Authority to compare a Ten States Standards media configuration (6 gpm/SF) to a high-rate coarse media pressure filter running at a higher loading rate (10+ gpm/SF) in terms of ability to operate reliably and meet water quality targets. Filtration water quality targets will include turbidity, chlorophyll a, and total organic carbon thresholds to support sustainable ASR well operation and maintenance.



For each chloramination and filtration test condition, the PTSW will be characterized with respect to existing and potential future permit requirements for ASR recharge. This characterization will identify the need for additional test conditions, such as modified chemical doses, filter loading rates, and/or contact times, as well as the potential need for a polishing step after chloramination and filtration.

**The proposed pilot study will enable refined determination of required chemical inputs, mixing strategies, and filtration requirements that were previously estimated for the Authority at the bench-scale.** A schematic of the pilot treatment configurations is *presented above*.

**Pilot Plan Review and Approval:** Our team will prepare a pilot plan for review and approval by the Authority. The Plan will describe the proposed alternative treatment technologies that will be evaluated to meet the required treatment objectives. We will discuss those alternatives with the Authority and select the final treatment technology(ies) that will be piloted. Before our team begins piloting, the pilot study plan needs to be approved by FDEP. We will meet with FDEP immediately following notice to proceed to confirm pilot testing requirements (it is presumed requirements will be like those currently contained in F.A.C. 62-610). This will be critical to meeting the project schedule and having approval from FDEP before proceeding with Phase II of the project.

**Regulatory Assessment:** The U.S. Environmental Protection Agency will issue a final drinking water PFAS regulation in March/April of this year. Our team will evaluate the potential impacts of the new rule on the treatment requirements for ASR recharge. We will meet with FDEP during preparation of the pilot study plan to discuss the impacts and strategies to avoid excessive treatment (such as capital or improvements to the Peace River Facility). We will also consider other future regulations (e.g., more stringent disinfection byproduct requirements, including byproducts of chloramine disinfection) and possible impacts to future PTSW ASR. The conceptual design will provide the flexibility needed to address both current and future treatment requirements.

#### Task 4: Preliminary Engineering Pumping and Hydraulics Assessment

It is anticipated that a new pump station will be part of the PTSW ASR Project to convey water from Reservoir No. 1 to the new PTSW treatment system. Our Team has been engaged in the PR3 project, which includes the design of a new Reservoir No. 1 Pump Station for conveying water to the Peace River Facility (PRF). Therefore, we are familiar with the site around Reservoir No. 1 and the type of intake and structure required to draw water from Reservoir No. 1. Our team also has already built a hydraulic model for the Reservoir PS for the PR3



**project, allowing us to efficiently evaluate and design a new pump station for this project.**

Design considerations for a new pump station for ASR Partial Treatment are as follows:

- Type of intake and location in Reservoir No. 1
- Impact on Reservoir No. 1 bathymetry
- Type of pumps – most likely vertical turbine

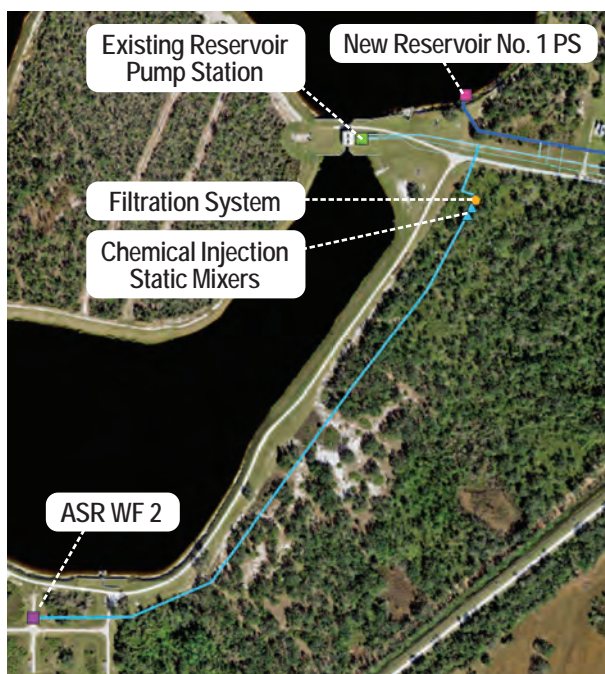
Construction of a new pump station dedicated to the PTSW ASR treatment system would be costly and on the critical path of the overall construction schedule due to the anticipated duration of offshore construction work within the Reservoir. **The Authority and our Team have had discussions to instead repurpose the existing Reservoir Pump Station for use as the PTSW ASR pump station after the new Reservoir No. 1 Pump Station is built and on-line. Given our Team's recent work on the PR3 project, including the new Reservoir No.1 Pump Station in particular, we are well positioned to quickly evaluate this alternative, verify its hydraulic capability, and identify cost considerations for the Authority.**

Another option that our team could quickly evaluate is expanding the new reservoir pump station to include additional pumps that would serve to convey water to the ASR Partial Treatment System.

**The AECOM/Hazen team has already developed a hydraulic model that includes the existing and proposed Reservoir No. 1 PS.** This tool can easily be modified, as shown below, to include the ASR WF2 and the proposed PTSW ASR treatment systems. The updated model could then be used to determine the size and quantity of pumping units necessary for the repurposing of the existing reservoir pump station to be viable.

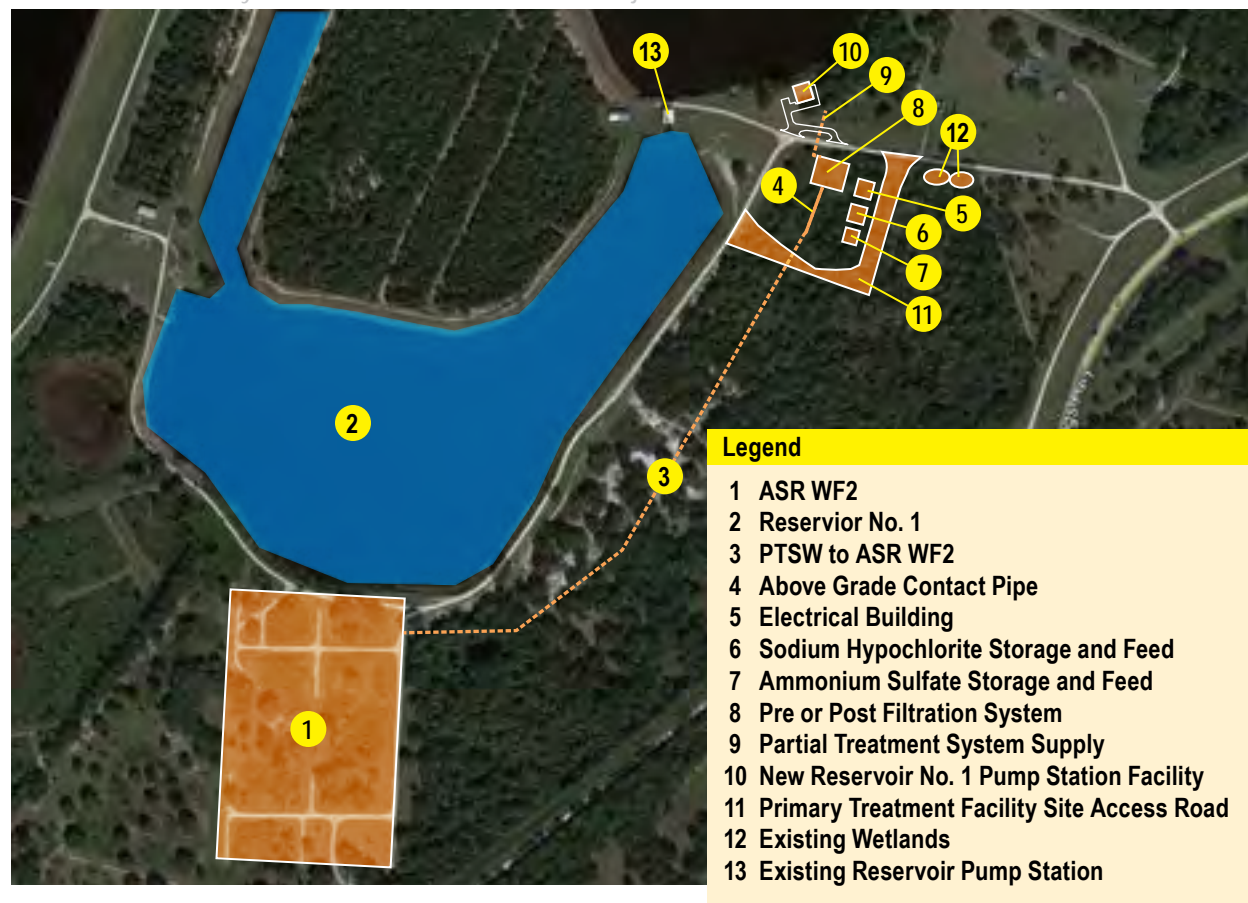
Design considerations for repurposing of the existing reservoir pump station for ASR Partial Treatment:

- Footprint and electrical impact of new pumps
- Condition of the existing Reservoir Pump Station structure and required rehabilitation:
  - Two previous condition assessments performed in 2012 and 2013 showed the existing reservoir pump station structure and sheet wall system required rehabilitation.
  - If the repurposing of the existing Reservoir Pump Station appears feasible for hydraulics, our Team would propose a follow up condition assessment to verify the extent of rehabilitation required to provide a long-term solution for the Authority.



**Equipment and Site Layout Assessment:** Our team has developed a conceptual layout based on the treatment recommendations from the Disinfection Study of PTSW for ASR technical memorandum. *The layout on the following page is a starting point for our Team and the Authority to create an operationally efficient and well-coordinated system, which addresses the following considerations:*

- Minimizes impacts to wetlands and environmentally sensitive areas.
- Avoids significant service interruptions through up front planning of shutdowns and tie-ins with existing piping.
- Coordinates site layout and access roads with the New Reservoir No.1 pump station.
- Provides a cost-effective source of filter backwash supply and an efficient strategy for backwash waste management.
- Supports ease of equipment access and chemical delivery logistics.
- Provides ease of chemical injector and pipeline maintenance.



**Our Team will be able to leverage the significant survey, geotechnical, and SUE information obtained during the PR3 project in an efficient manner, giving us a head start in the design process.**

**Environmental Assessment:** Team member EarthBalance will be responsible for completing an environmental assessment of the PTSW ASR Project site location and identify any potential impacts to existing wetlands and threatened and endangered species. EarthBalance has provided environmental and planning assistance to the Authority for nearly three decades and has extensive knowledge on the environmental conditions of the Peace River Facility.

**Cost Estimating/Economic Assessment:** Our team understands how important cost estimates are in the decision-making process. We will prepare a Class 4 cost estimate and O&M cost to evaluate the economic feasibility of the PTSW ASR Project. The Class 4 estimate will be prepared in accordance with AACE Recommended Practice No. 18R – 97 guidelines. AECOM's Cost Estimating Group is staffed with seasoned

professional estimators who possess the experience and capability to develop estimates throughout the AACE range of estimate levels from Rough Order of Magnitude (Class 5) to Hard Bid (Class 1) estimates, supporting all levels of design. The cost estimating staff is experienced in all relevant trades including civil, structural, architectural, process mechanical, electrical, SCADA and I&C and building mechanical work. The O&M cost of PTSW ASR and existing fully treated SW ASR will be inputted into OASIS to estimate the long-term annual cost difference and payback period of the change.

**Funding Assessment:** Team member Angie Brewer and Associates will be responsible for identifying potential additional funding sources through local, state and federal loan/grant programs. The Authority already has FDEP grant funding in place for the PTSW ASR Project. **The overall approach will be to maximize outside funding through grants and low-cost loans as well as utilize best management practices and lessons learned to mitigate the financial impact on the Authority and its customers.** Our team's funding strategists have helped clients to secure grants and



## Peace River Partially Treated Surface Water ASR Project

outside funding involving Community Development Block Grants (CDBGs), SWFWMD alternative funding programs, FDEP SRF loan administration/grants, providing Davis-Bacon Act compliance where required, and the SWFWMD grant programs. The recently enacted Infrastructure Investment and Jobs Act (Act) also provides significant funding for the nation's critical water infrastructure.

**UIC/ASR Assessment:** Team member ASRus will be responsible for assessing the PTSW ASR treatment system improvements for compliance with the FDEP UIC permit. Should it be determined it is infeasible and/or inadvisable to conduct PTSW under the current permit, then our team will provide recommendations for proposed modifications to effectuate the PTSW ASR. In addition, our team will identify potential modifications of the permit to fully optimize the PTSW ASR operations.

Our Team is uniquely qualified to pursue successful modification of the Authority's current UIC permit to support and optimize the PTSW ASR concept for WF2. **Team member ASRus has worked closely with the Authority to support the regulatory conversion of its ASR wellfield from potable water to PTSW over the past 7 years.** There has been considerable turnover in FDEP's UIC program recently and our team believes that many of the decisions made by FDEP could be re-visited to fully optimize the PTSW ASR operations. For example, FDEP has suggested that both High Level Disinfection standards and the Revised Total Coliform Rule should apply to the recharge water. Our Team believes the groundwater discharge standard of 4 colony forming units/100 mL should apply worst-case, and the Authority should be allowed to operate the ASR system without any disinfection required.

For the City of West Palm Beach, Team Member ASRus was successful in working with FDEP to grant a Water Quality Criteria Exemption to waive the groundwater standard for coliform bacteria, which allowed the City to operate its large ASR system without water being disinfected from Clear Lake. This allowed cycle testing to resume with non-disinfected water and the results of the cycle testing demonstrated tremendous coliform die-off as close as 75 feet away from the ASR well in the Upper Floridan aquifer. In addition, for the Southwest Florida Water Management District's Flatford Swamp project, ASRus was instrumental in obtaining a permit to construct and operate an aquifer recharge well using non-disinfected water from the Myakka River.

**Multi-criteria decision analysis and Preliminary Engineering Report:** Our team understands that the Authority is committed to transparent decision-making processes that consider impacts across economic, environmental, and community factors. **As such, our team proposes the use of a multi-criteria decision analysis process for comparing the benefits and costs of the PTSW ASR to baseline conditions and other capital improvement options.** Benefit and cost criteria will be scored using outputs from OASIS modeling, pilot testing, and preliminary engineering. Altogether, the Authority will be empowered to answer if the safe yield, finished water quality, and operational cost benefits of PTSW ASR warrant its implementation when compared with its capital cost and operational complexity, as well as other capital improvement options.

The results of the assessments described above and multi criteria decision analysis will be summarized in a Preliminary Engineering Report, including the results of the pilot testing and system reliability modeling. **The report will identify the economic feasibility and overall cost/benefit of the project and provide recommendations on whether the project should advance further. Should the PTSW ASR Project be deemed viable, the PER will include recommended next steps for implementation.**

Phase II services, if authorized by the Authority are as follows:

### **Task 5: Field Survey and SUE Services (as needed) and Geotechnical Investigations**

Our team will prepare a site location plan for the proposed PTSW plant improvements and plan and profile drawings for proposed yard piping. Soil borings will be obtained for new structures and pipelines. AECOM will retain Hyatt Survey Services, Inc. for field survey and SUE and Ardaman and Associates, Inc. for geotechnical investigations.

### **Task 6: Detailed Design**

The first step is AECOM's approach to developing construction documents for the PTSW ASR Project is to prepare a Basis of Design Report (BODR), which would be considered a 30% design submittal. The BODR would incorporate the results of the Preliminary Engineering Report and include additional information necessary for the basis of design.

## Peace River Partially Treated Surface Water ASR Project

Detailed design will include review submittals at the 60%, 90% and 100% design stages. Each submittal will include a construction cost estimate. After each submittal, AECOM will conduct a review meeting with the Authority staff to discuss the construction documents and to obtain the Authority's comments. Once all Authority comments have been addressed, the documents will be finalized and will be submitted to the Authority for bidding

### Task 7: Regulatory Permitting

Timely acquisition of permits is critical to the success of your project and failure to do so can cause delays and additional cost. Our team will provide full support of the permit process, which includes pre-application meetings with the Authority and regulatory agencies, completing the applications, assembling technical support documentation, certifying as the engineer of-record, answering requests for information, and reviewing the issued permits. Anticipated permitting that will be needed is as follows:

- FDEP Construction Permit
- FDEP UIC Permit, if modifications needed
- Environmental Resource Permit (ERP) Modification
- Local Site Plan Approval
- Local Building Department (initial comments)

### Task 8: Bidding Phase Services

AECOM will provide the Authority with technical assistance during the bidding phase component of the PTSW ASR Project. Services to be provided include:

- Attendance at preconstruction conferences
- Prepare responses to technical questions submitted by bidders
- Assist the Authority with preparing Addendum as needed
- Review bids and provide recommendation for award
- Prepare conformed drawings for submittal to the Authority and selected contractor

### Task 9: Construction Phase Services

AECOM provides a full complement of engineering services during construction. To meet the needs of the PTSW ASR Project, we can customize these construction services to provide the level of engineering/administration desired by the Authority. The spectrum of our involvement ranges from office administration and resident engineering to construction management and design build. Among the services we typically provide are:

- Contract administration
- Bid advertisement and evaluation.
- Evaluation of contractor's qualifications
- Attend preconstruction conference
- Shop drawing review
- Cost estimation
- Evaluation of alternative materials and equipment
- Early procurement of equipment
- Review of contractor's payment requests
- Attendance at monthly construction meetings
- Construction observation/inspection
- Periodic site visits
- Maintenance of record data
- Respond to contractor's request for information
- Request for proposed change (RPC) processing
- Preparation of record drawings
- Final acceptance testing
- Start-up assistance and commissioning
- Operation and maintenance (O&M) Manuals
- Project closeout

## 3.3 Preliminary Project Schedule

The project schedule for completion of your PTSW ASR Project is presented on the following page.

The overall duration of the project is projected to be about 40 months based on a NTP in June 2024. The Phase I services, which includes pilot testing, system reliability modeling and the Preliminary Engineering Report are expected to be completed by April 1, 2025. The PER will identify the economic feasibility and overall cost/benefit of the PTSW ASR Project and provide recommendations on whether the project should advance further.

Should the PTSW ASR Project be deemed viable, then further design, permitting, bidding and construction phase services may be authorized by the Authority under Phase II. The detailed design is expected to be completed within 1 year, by April 1, 2026. Following bid and award, the construction phase services are projected to start in June 2026 and be completed within 1 year, by June 2027. **Our team will consider owner direct purchase (ODP) of equipment and early works packages to help achieve the aggressive construction schedule.** It is anticipated that the PTSW ASR operation would begin in September 2027.



# Section 4 Required Forms





**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**

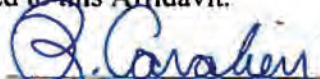
**AECOM Technical**

I hereby certify that **Services, 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.

**AECOM Technical**

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


 January 17, 2024  
Signature Date

**Ronald Cavalieri, PE, BCEE**  
Print Name

STATE OF Florida

COUNTY OF Lee

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this **17th** day of January, 20**24** by **Ronald Cavalieri, Associate VP** (name of officer or agent, title of officer or agent) of **AECOM Technical Services, Inc.** (name of Consultant company acknowledging), a **California** (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced **N/A (personally known)** (type of identification) as identification.

**Cherie C. Wolter**   
Notary Public



**Cherie C. Wolter**  
Name typed, printed or stamped

My Commission Expires: **November 16, 2024**



# Peace River Partially Treated Surface Water ASR Project

## E-Verify – Proof of Verification

Company ID Number: 1349701

**THE E-VERIFY  
MEMORANDUM OF UNDERSTANDING  
FOR WEB SERVICES EMPLOYERS**

**ARTICLE I  
PURPOSE AND AUTHORITY**

The parties to this Agreement are the Department of Homeland Security (DHS) and AECOM (Web Services Employer). The purpose of this agreement is to set forth terms and conditions which the Web Services Employer will follow while participating in E-Verify.

A Web Services Employer is an Employer who verifies employment authorization for its newly hired employees using a Web Services interface.

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



For purposes of this MOU, the "E-Verify browser" refers to the website that provides direct access to the E-Verify system: <https://e-verify.uscis.gov/emp/>. You may access E-Verify directly free of charge via the E-Verify browser.

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.

Before accessing E-Verify using Web Services access, the Web Services Employer must meet certain technical requirements. This will require the investment of significant amounts of resources and time. If the Web Services Employer is required to use E-Verify prior to completion and acceptance of its Web Services interface, then it must use the E-Verify browser until it is able to use its Web Services interface. The Web Services Employer must also maintain ongoing technical compatibility with E-Verify.

DHS accepts no liability relating to the Web Services Employer's development or maintenance of any Web Services access system.

Page 1 of 23 E-Verify MOU for Web Services Employers | Revision Date 06/01/13



Company ID Number: 1349701

**ARTICLE II  
RESPONSIBILITIES**

**A. RESPONSIBILITIES OF THE WEB SERVICES EMPLOYER**

- By enrolling in E-Verify and signing the applicable MOU, the Web Services Employer asserts that it is a legitimate company which intends to use E-Verify for legitimate purposes only and in accordance with the laws, regulations, and DHS policies and procedures relating to the use of E-Verify.
- The Web Services 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:
  - Notice of E-Verify Participation
  - Notice of Right to Work
- The Web Services Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Web Services Employer representatives to be contacted about E-Verify. The Web Services Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
- The Web Services Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Web Services Employers 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.
- The Web Services Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual. The Web Services Employer will ensure that outdated manuals are promptly replaced with the new version of the E-Verify User Manual when it becomes available.
- The Web Services Employer agrees that any person accessing E-Verify on its behalf is trained on the most recent E-Verify policy and procedures.
- The Web Services Employer agrees that any of its representatives who will create E-Verify cases will complete the E-Verify Tutorial before creating any cases.
  - The Web Services Employer agrees that all of its 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.
- The Web Services 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.
- The Web Services 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.
- The Web Services Employer agrees to comply with current Form I-9 procedures, with two

Page 2 of 23 E-Verify MOU for Web Services Employers | Revision Date 06/01/13

Company ID Number: 1349701



exceptions:

- If an employee presents a "List B" identity document, the Web Services 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 Web Services Employer should contact E-Verify at 888-464-4218.
- 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 Web Services Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Web Services 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.

- The Web Services 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.
- The Web Services Employer agrees that, although it participates in E-Verify, the Web Services 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.
  - The following modified requirements are the only exceptions to a Web Services 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 a Web Services Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, it 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 Web Services Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Web Services Employer must notify DHS and the Web Services 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 Web Services Employer continues to employ an employee after receiving a final nonconfirmation, then the Web Services 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.
  - 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

Page 3 of 23 E-Verify MOU for Web Services Employers | Revision Date 06/01/13


Company ID Number: 1349701

E-Verify.

- The Web Services 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. If, however, the Web Services interface is unavailable due to no fault of E-Verify, then the three day time period is not extended. In such a case, the Web Services Employer must use the E-Verify browser during the outage.
- The Web Services 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.
- The Web Services Employer must use E-Verify for all new employees. The Web Services 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.
- The Web Services Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Web Services 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 Web Services Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Web Services 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 Web Services 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.
- The Web Services 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(i)) that the employee is not work authorized. The Web Services 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

Page 4 of 23 E-Verify MOU for Web Services Employers | Revision Date 06/01/13





Company ID Number: 1349701

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 Web Services 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).


18. The Web Services 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 Web Services 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 Web Services Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Web Services Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Web Services 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 Web Services 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).

19. The Web Services 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 Web Services 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 Web Services Employer who are authorized to perform the Web Services Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

20. The Web Services 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](mailto:E-Verify@dhs.gov). Please use "Privacy Incident - Password" in the subject line of your email when sending a breach report to E-Verify.

21. The Web Services 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.

Page 5 of 23 E-Verify MOU for Web Services Employers | Revision Date 06/01/13



Company ID Number: 1349701

22. The Web Services 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 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.

a. The Web Services Employer agrees to cooperate with DHS if DHS requests information about the Web Services Employer's interface, including requests by DHS to view the actual interface operated by the Web Services Employer as well as related business documents. The Web Services Employer agrees to demonstrate for DHS the functionality of its interface to E-Verify upon request.

23. The Web Services 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.

24. The Web Services 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.


25. The Web Services Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see [M795.Web](http://M795.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.

26. The Web Services Employer agrees to complete its Web Services interface no later than six months after the date the Web Services Employer signs this MOU. E-Verify considers the interface to be complete once it has been built pursuant to the Interface Control Agreement (ICA), submitted to E-Verify for testing, and approved for system access.

27. The Web Services Employer agrees to perform sufficient maintenance on the Web Services interface in accordance with the requirements listed in the ICA. These requirements include, but are not limited to, updating the Web Services interface to ensure that any updates or enhancements are incorporated no later than six months after the issuance of an ICA. Web Services Employers should be aware that this will require the investment of time and resources. Compliance with the requirements of the ICA must be carried out to the satisfaction of DHS and of its assignees.

28. The Web Services Employer agrees that any system or interface it develops will follow the steps for creating E-Verify cases and processing tentative nonconfirmations, as laid out in the ICA, this MOU and the User Manual, including but not limited to allowing an employer to close an invalid case where appropriate, allowing an employer to refer a tentative nonconfirmation only when an employee chooses to contest a tentative nonconfirmation (no automatic referrals), and referring a tentative nonconfirmation

Page 6 of 23 E-Verify MOU for Web Services Employers | Revision Date 06/01/13



Company ID Number: 1349701

to the appropriate agency at the time the employer prints the referral letter and provides the letter to the employee. The Web Services Employer understands that any failure to make its system or interface consistent with proper E-Verify procedures can result in DHS terminating the Web Services Employer's agreement and access.

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

**B. EMPLOYERS THAT ARE FEDERAL CONTRACTORS WITH THE FAR E-VERIFY CLAUSE**

NOTE: If you do not have any Federal contracts at this time, this section does not apply to your company. In the future, if you are awarded a Federal contract that contains the FAR E-Verify clause, then you must comply with each provision in this Section. See 48 C.F.R. 52.222.54 for the text of the FAR E-Verify clause and the E-Verify Supplemental Guide for Federal Contractors for complete information.


1. If the Web Services 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 Web Services 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 Web Services Employer, the Employer may not create a second case for the employee through E-Verify.

a. A Web Services 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 Web Services Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Web Services 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 Web Services 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. Web Services 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 Web Services Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Web Services Employer must, within 90 days of enrollment, begin to use E-Verify to initiate

Page 7 of 23 E-Verify MOU for Web Services Employers | Revision Date 06/01/13



Company ID Number: 1349701

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. A Web Services 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. Web Services 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, Web Services 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, Web Services 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 Web Services 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:

- That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
- The employee's work authorization has not expired, and
- The Web Services 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 Web Services Employer shall complete a new Form I-9 consistent with Article II.A.10 or update the previous Form I-9 to provide the necessary information if:

- The Web Services Employer cannot determine that Form I-9 complies with Article II.A.10,
- The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- 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 Article II.A.10, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Web Services 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.

Page 8 of 23 E-Verify MOU for Web Services Employers | Revision Date 06/01/13





Company ID Number: 1349701

g. The Web Services 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 Web Services Employer that is not a Federal contractor based on this Article.

3. The Web Services 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 Web Services 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 Web Services 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 Web Services 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 Web Services 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 a Web Services Employer experiences technical problems, or has a policy question, the Web Services Employer should contact E-Verify at 1-888-464-4218.

**D. RESPONSIBILITIES OF DHS**

1. After SSA verifies the accuracy of SSA records for employees through E-Verify, DHS agrees to provide the Web Services Employer access to selected data from DHS databases to enable the Web Services Employer to conduct, to the extent authorized by this MOU:
  - a. Automated verification checks on employees by electronic means, and
  - b. Photo verification checks (when available) on employees.


Page 9 of 23 E-Verify MOU for Web Services Employers | Revision Date 06/01/13



Company ID Number: 1349701

2. DHS agrees to provide to the Web Services Employer appropriate assistance with operational problems that may arise during the Web Services Employer's participation in the E-Verify program. DHS agrees to provide the Web Services Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to make available to the Web Services Employer at the E-Verify Web site ([www.dhs.gov/E-Verify](http://www.dhs.gov/E-Verify)) and on the E-Verify Web browser (<https://e-verify.uscis.gov/emp/>), instructional materials on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.
4. DHS agrees to provide to the Web Services Employer a notice that indicates the Web Services Employer's participation in the E-Verify program. DHS also agrees to provide to the Web Services 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.
5. DHS agrees to issue the Web Services Employer a user identification number and password that permits the Employer to verify information provided by its employees with DHS.
6. DHS agrees to safeguard the information provided to DHS by the Web Services Employer, and to limit access to such information to individuals responsible for the verification of employees' employment eligibility and for evaluation of the E-Verify program, 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 Immigration and Nationality Act (INA) and Federal criminal or anti-discrimination laws, and to administer Federal contracting requirements.
7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
8. DHS agrees to provide a means of secondary verification (including updating DHS records as necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide 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.
9. DHS agrees to provide the Web Services Employer with an Interface Control Agreement (ICA). This document will provide technical requirements that the Web Services Employer must meet to create and maintain a Web Services interface to the Verification Information System (VIS). VIS is a composite information system that provides immigration status verification for government agencies and verification of employment authorization for employers participating in E-Verify.
10. DHS agrees to provide periodic system enhancements to improve the ease and accuracy of E-Verify, as needed. DHS will also provide E-Verify enhancements to comply with applicable laws and regulations. As enhancements occur, Web Services Employers must update their Web Services

Page 10 of 23 E-Verify MOU for Web Services Employers | Revision Date 06/01/13



Company ID Number: 1349701

interface to reflect system changes within the timelines specified in Article V.A.1. DHS will provide the Web Services Employer with an ICA to support the E-Verify release whenever system enhancements are required.


11. DHS agrees to provide to the Web Services Employer guidance on breach notification and a means by which the Web Services Employer can report any and all suspected or confirmed breaches of owned or used systems or data spills related to E-Verify cases. At this time, if the Employer encounters a suspected or confirmed breach or data spill, it should contact E-Verify at 1-888-464-4218.
12. In the event the Web Services Employer is subject to penalties, DHS will issue a Notice of Adverse Action that describes the specific violations if it intends to suspend or terminate the employer's Web Services interface access. The Web Services Employer agrees that DHS shall not be liable for any financial losses to the Web Services Employer, its employees, or any other party as a result of your account suspension or termination and agrees to hold DHS harmless from any such claims.

**ARTICLE III**  
**REFERRAL OF INDIVIDUALS TO SSA AND DHS**

**A. REFERRAL TO SSA**

1. If the Web Services Employer receives a tentative nonconfirmation issued by SSA, the Web Services Employer must print the notice and promptly provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Web Services Employer must review the tentative nonconfirmation with the employee in private. After the notice has been signed, the Web Services Employer must give a copy of the signed notice to the employee and attach a copy to the employee's Form I-9.
2. The Web Services Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Web Services Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Web Services Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Web Services Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.
3. If the employee contests an SSA tentative nonconfirmation, the Web Services Employer will provide the employee with a system-generated referral letter and 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 Web Services Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.
4. The Web Services Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

Page 11 of 23 E-Verify MOU for Web Services Employers | Revision Date 06/01/13





Company ID Number: 1349701

**B. REFERRAL TO DHS**

1. If the Web Services Employer receives a tentative nonconfirmation issued by DHS, the Web Services 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 Web Services Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Web Services 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 Web Services Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Web Services Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Web Services 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 Web Services 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 Web Services Employer finds a photo mismatch, the Web Services 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 Web Services Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Web Services 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 Web Services 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 Web Services 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 Web Services Employer agrees to check the E-Verify system regularly for case updates.
10. DHS agrees to provide the Web Services Employer with an Interface Control Agreement (ICA).

Page 12 of 23 E-Verify MOU for Web Services Employers | Revision Date 06/01/13

# Peace River Partially Treated Surface Water ASR Project

   
Company ID Number: 1349701

This document will provide technical requirements that the Web Services Employer must meet to create and maintain a Web Services interface to the Verification Information System (VIS). VIS is a composite information system that provides immigration status verification for government agencies and verification of employment authorization for employers participating in E-Verify.

11. DHS agrees to provide periodic system enhancements to improve the ease and accuracy of E-Verify, as needed. DHS will also provide E-Verify enhancements to comply with applicable laws and regulations. As enhancements occur, Web Services Employers must update their Web Services interface to reflect system changes within the timelines specified in Article V.A.1. DHS will provide the Web Services Employer with an ICA to support the E-Verify release whenever system enhancements are required.

**ARTICLE IV  
SERVICE PROVISIONS**

**A. NO SERVICE FEES**

1. SSA and DHS will not charge the Employer or the Web Services E-Verify Employer Agent 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  
SYSTEM SECURITY AND MAINTENANCE**



**A. DEVELOPMENT REQUIREMENTS**

1. Software developed by Web Services Employers must comply with federally-mandated information security policies and industry security standards to include but not limited to:

- a. Public Law 107-347, "E-Government Act of 2002, Title III, Federal Information Security Management Act (FISMA)," December 2002.
- b. Office of Management and Budget (OMB) Memorandum (M-10-15), "FY 2010 Reporting Instructions for the Federal Information Security Management Act and Agency Privacy Management," April 2010.
- c. National Institute of Standards and Technology (NIST) Special Publication (SP) and Federal Information Processing Standards Publication (FIPS).
- d. International Organization for Standardization/International Electrotechnical Commission (ISO/IEC) 27002, Information Technology — Security Techniques — Code of Practice for Information Security Management.

2. The Web Services Employer agrees to update its Web Services interface to the satisfaction of DHS or its assignees to reflect system enhancements within six months from the date DHS notifies the Web Services User of the system update. The Web Services User will receive notice from DHS in the form

Page 13 of 23 E-Verify MOU for Web Services Employers | Revision Date 06/01/13

   
Company ID Number: 1349701

of an Interface Control Agreement (ICA). The Web Services Employer agrees to institute changes to its interface as identified in the ICA, including all functionality identified and all data elements detailed therein.

3. The Web Services Employer agrees to demonstrate progress of its efforts to update its Web Services interface if and when DHS requests such progress reports.

4. The Web Services Employer acknowledges that if its system enhancements are not completed to the satisfaction of DHS or its assignees within six months from the date DHS notifies the Web Services Employer of the system update, then the Web Services Employer's E-Verify account may be suspended, and support for previous releases of E-Verify may no longer be available to the Web Services Employer. The Web Services Employer also acknowledges that DHS may suspend its account after the six-month period has elapsed.

5. The Web Services Employer agrees to incorporate error handling logic into its development or software to accommodate and act in a timely fashion should an error code be returned.

6. The Web Services Employer agrees to complete the technical requirements testing which is confirmed upon receiving approval of test data and connectivity between the Web Services Employer and DHS.

7. DHS will not reimburse any Web Services Employer or software developer who has expended resources in the development or maintenance of a Web Services interface if that party is unable, or becomes unable, to meet any of the requirements set forth in this MOU.

8. Housing, development, infrastructure, maintenance, and testing of the Web Services applications may take place outside the United States and its territories, but testing must be conducted to ensure that the code is correct and secure.

9. If the Web Services Employer includes an electronic Form I-9 as part of its interface, then it must comply with the standards for electronic retention of Form I-9 found in 8 CFR 274a.2(e).



**B. INFORMATION SECURITY REQUIREMENTS**

Web Services Employers performing verification services under this MOU must ensure that information that is shared between the Web Services Employer and DHS is appropriately protected comparable to the protection provided when the information is within the DHS environment [OMB Circular A-130 Appendix III].

To achieve this level of information security, the Web Services Employer agrees to institute the following procedures:

1. Conduct periodic assessments of risk, including the magnitude of harm that could result from the unauthorized access, use, disclosure, disruption, modification, or destruction of information and information systems that support the operations and assets of the DHS, SSA, and the Web Services Employer;

Page 14 of 23 E-Verify MOU for Web Services Employers | Revision Date 06/01/13

   
Company ID Number: 1349701

2. Develop policies and procedures that are based on risk assessments, cost-effectively reduce information security risks to an acceptable level, and ensure that information security is addressed throughout the life cycle of each organizational information system;

3. Implement subordinate plans for providing adequate information security for networks, facilities, information systems, or groups of information systems, as appropriate;

4. Conduct security awareness training to inform the Web Services Employer's personnel (including contractors and other users of information systems that support the operations and assets of the organization) of the information security risks associated with their activities and their responsibilities in complying with organizational policies and procedures designed to reduce these risks;

5. Develop periodic testing and evaluation of the effectiveness of information security policies, procedures, practices, and security controls to be performed with a frequency depending on risk, but no less than once per year;

6. Develop a process for planning, implementing, evaluating, and documenting remedial actions to address any deficiencies in the information security policies, procedures, and practices of the organization;

7. Implement procedures for detecting, reporting, and responding to security incidents;

8. Create plans and procedures to ensure continuity of operations for information systems that support the operations and assets of the organization;

9. In information-sharing environments, the information owner is responsible for establishing the rules for appropriate use and protection of the subject information and retains that responsibility even when the information is shared with or provided to other organizations [NIST SP 800-37].

10. DHS reserves the right to restrict Web Services calls from certain IP addresses.



11. DHS reserves the right to audit the Web Services Employer's application.

12. Web Services Employers agree to cooperate willingly with the DHS assessment of information security and privacy practices used by the company to develop and maintain the software.

**C. DATA PROTECTION AND PRIVACY REQUIREMENTS**

1. Web Services Employers must practice proper Internet security; this means using HTTP over SSL/TLS (also known as HTTPS) when accessing DHS information resources such as E-Verify [NIST SP 800-95]. Internet security practices like this are necessary because Simple Object Access Protocol (SOAP), which provides a basic messaging framework on which Web Services can be built, allows messages to be viewed or modified by attackers as messages traverse the Internet and is not independently designed with all the necessary security protocols for E-Verify use.
2. In accordance with DHS standards, the Web Services Employer agrees to maintain physical, electronic, and procedural safeguards to appropriately protect the information shared under this MOU

Page 15 of 23 E-Verify MOU for Web Services Employers | Revision Date 06/01/13

   
Company ID Number: 1349701

against loss, theft, misuse, unauthorized access, and improper disclosure, copying use, modification or deletion.

3. Any data transmission requiring encryption shall comply with the following standards:

- Products using FIPS 197 Advanced Encryption Standard (AES) algorithms with at least 256-bit encryption that has been validated under FIPS 140-2.
- NSA Type 2 or Type 1 encryption.

4. User ID Management (Set Standard): All information exchanged between the parties under this MOU will be done only through authorized Web Services Employer representatives identified above.


5. The Web Services Employer agrees to use the E-Verify browser instead of its own interface if it has not yet upgraded its interface to comply with the Federal Acquisition Regulation (FAR) system changes. In addition, Web Services Employers whose interfaces do not support the Form I-9 from 2/2/2009 or 8/7/2009 agree to use the E-Verify browser until the system upgrade is completed.

6. The Web Services Employer agrees to use the E-Verify browser instead of its own interface if it has not completed updates to its system to the satisfaction of DHS or its assignees within six months from the date DHS notifies the Web Services Employer of the system update. The Web Services Employer can resume use of its interface once it is up-to-date, unless the Web Services Employer has been suspended or terminated from continued use of the system.

**D. COMMUNICATIONS**

1. The Web Services Employer agrees to develop an electronic system that is not subject to any agreement or other requirement that would restrict access and use by an agency of the United States.
2. The Web Services Employer agrees to develop effective controls to ensure the integrity, accuracy and reliability of its electronic system.
3. The Web Services Employer agrees to develop an inspection and quality assurance program that regularly (at least once per year) evaluates the electronic system, and includes periodic checks of electronically stored information. The Web Services Employer agrees to share the results of its regular inspection and quality assurance program with DHS upon request.
4. The Web Services Employer agrees to develop an electronic system with the ability to produce legible copies of applicable notices, letters, and other written, photographic and graphic materials.
5. All information exchanged between the parties under this MOU will be in accordance with applicable laws, regulations, and policies, including but not limited to, information security guidelines of the sending party with respect to any information that is deemed Personally Identifiable Information (PII), including but not limited to the employee or applicant's Social Security number, alien number, date of birth, or other information that may be used to identify the individual.
6. Suspected and confirmed information security breaches must be reported to DHS according to Article V.C.1. Reporting such breaches does not relieve the Web Services Employer from further

Page 16 of 23 E-Verify MOU for Web Services Employers | Revision Date 06/01/13



Company ID Number: 1349701

requirements as directed by state and local law. The Web Services Employer is subject to applicable state laws regarding data protection and incident reporting in addition to the requirements herein.

**E. SOFTWARE DEVELOPMENT RESTRICTIONS**

- DHS reserves the right to terminate the access of any software developer with or without notice who creates or uses an interface that does not comply with E-Verify procedures.
- Employers are prohibited from Web Services Software development unless they also create cases in E-Verify to verify their new hires' work authorization. Those pursuing software development without intending to use E-Verify are not eligible to receive an ICA. At this time, E-Verify does not permit Web Services software development without also being a Web Services Employer or Web Services E-Verify Employer Agent.

**F. PENALTIES**

- The Web Services Employer agrees that any failure on its part to comply with the terms of the MOU may result in account suspension, termination, or other adverse action.
- DHS is not liable for any financial losses to Web Services Employer, its clients, or any other party as a result of account suspension or termination.

**ARTICLE VI  
MODIFICATION AND TERMINATION**


**A. MODIFICATION**

- 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.
- 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**

- The Web Services Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
- Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Web Services 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 Web Services Employer, or a failure on the part of either party to comply with established E-Verify procedures and/or legal requirements. The Web Services Employer understands that if it is a Federal contractor, termination of this MOU by any party

Page 17 of 23 E-Verify MOU for Web Services Employers | Revision Date 06/01/13



Company ID Number: 1349701


for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Web Services 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 Web Services Employer's business.

- A Web Services 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 Web Services Employer must provide written notice to DHS. If the Web Services Employer fails to provide such notice, then that Web Services 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.
- The Web Services Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Web Services Employer or the Employer is terminated from E-Verify.

**ARTICLE VII  
PARTIES**

- 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.
- 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 Web Services Employer, its agents, officers, or employees.
- The Web Services 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.
- 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 Web Services 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 Web Services Employer.
- The Web Services 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, 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).
- The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Web Services Employer and DHS respectively. The Web Services Employer understands that any inaccurate statement, representation, data or other information provided to DHS

Page 18 of 23 E-Verify MOU for Web Services Employers | Revision Date 06/01/13



Company ID Number: 1349701


may subject the Web Services 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 Web Services Employer.

**Approved by:**

<b>Web Services Employer</b>	
AECOM	
Name (Please Type or Print)	Title
Gilda Malek	
Signature	Date
Electronically Signed	10/11/2018
<b>Department of Homeland Security – Verification Division</b>	
Name (Please Type or Print)	Title
USCIS Verification Division	
Signature	Date
Electronically Signed	10/11/2018

Page 19 of 23 E-Verify MOU for Web Services Employers | Revision Date 06/01/13





Company ID Number: 1349701

Information Required for the E-Verify Program	
<b>Information relating to your Company:</b>	
Company Name	AECOM
Company Facility Address	1999 Avenue of the Stars, Suite 2600 Los Angeles, CA 90067
Company Alternate Address	
County or Parish	LOS ANGELES
Employer Identification Number	611088522
North American Industry Classification Systems Code	236
Parent Company	
Number of Employees	10,000 and over
Number of Sites Verified for	347

Page 20 of 23 E-Verify MOU for Web Services Employers | Revision Date 06/01/13

# Peace River Partially Treated Surface Water ASR Project



 

Company ID Number: 1349701

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

ALASKA	1 site(s)
ALABAMA	5 site(s)
ARIZONA	10 site(s)
CALIFORNIA	34 site(s)
COLORADO	12 site(s)
CONNECTICUT	5 site(s)
DIST OF COL	4 site(s)
DELAWARE	2 site(s)
FLORIDA	28 site(s)
GEORGIA	6 site(s)
HAWAII	2 site(s)
IOWA	3 site(s)
IDAHO	2 site(s)
ILLINOIS	5 site(s)
INDIANA	10 site(s)
KANSAS	3 site(s)
KENTUCKY	5 site(s)
LOUISIANA	4 site(s)
MASSACHUSETTS	5 site(s)
MARYLAND	12 site(s)
MAINE	5 site(s)
MICHIGAN	8 site(s)
MINNESOTA	2 site(s)
MISSOURI	3 site(s)
MISSISSIPPI	1 site(s)
MONTANA	1 site(s)
NORTH CAROLINA	7 site(s)
NORTH DAKOTA	1 site(s)
NEBRASKA	1 site(s)
NEW HAMPSHIRE	1 site(s)
NEW JERSEY	13 site(s)
NEW MEXICO	3 site(s)
NEVADA	6 site(s)
NEW YORK	51 site(s)
OHIO	7 site(s)
OREGON	1 site(s)
PENNSYLVANIA	14 site(s)
RHODE ISLAND	1 site(s)
SOUTH CAROLINA	5 site(s)
TENNESSEE	4 site(s)
TEXAS	29 site(s)
UTAH	2 site(s)
VIRGINIA	13 site(s)
VIRGIN ISLANDS	1 site(s)
WASHINGTON	2 site(s)
WISCONSIN	5 site(s)
WEST VIRGINIA	2 site(s)

Page 21 of 23 E-Verify MOU for Web Services Employers | Revision Date 06/01/13



Company ID Number: 1349701

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

Name: JoAnn Jett  
 Phone Number: (410) 891 - 9462  
 Fax Number:  
 Email Address: joann.jett@aecom.com

Name: Christina Herinckx  
 Phone Number: (720) 244 - 4021  
 Fax Number:  
 Email Address: tina.herinckx@aecom.com

Page 22 of 23 E-Verify MOU for Web Services Employers | Revision Date 06/01/13

Company ID Number: 1349701

Page intentionally left blank

Page 23 of 23 E-Verify MOU for Web Services Employers | Revision Date 06/01/13

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 Ronald Cavalieri, PE, BCEE, Associate Vice President  
(Print individual's name and title)

for AECOM Technical Services, Inc.  
(Print name of entity submitting sworn statement)

whose business address is 4415 Metro Parkway, Suite 404, Fort Myers, FL 33916

and (if applicable) its Federal Employer Identification Number (FEIN) is 95-2661922  
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: N/A).

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, statement of qualifications, 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.

R. Cavalieri January 17, 2024  
(Signature) (Date)

STATE OF Florida

COUNTY OF Lee

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 17th day of January, 20 24 by Ronald Cavalieri as Associate Vice President of AECOM Technical Serv a private company organized under the laws of the State of California, on behalf of the company, who is personally known to me or has produced N/A (personally known) as identification.

Cherie C. Wolter Cherie C. Wolter  
Notary Public

Cherie C. Wolter  
Name typed, printed or stamped

My Commission Expires: November 16, 2024





**REFERENCES**

Consultant must provide three (3) references for Example Projects.

Consultant Name: AECOM Technical Services, Inc.

Reference Entity: Town of Davie

Reference Contact Person: Renuka Mohammed, Utilities Director

Reference Address: 6591 Orange Drive, Town of Davie, FL 33314

Reference Email Address: Renuka\_Mohammed@davie-fl.gov

Reference Phone No.: (954) 327-3742

Project Name: New Water Treatment and WRF Progressive Design-Build

Project Location: 3790 Davie Boulevard, Davie, FL 33312

Consultant Project Manager: Brian Stitt, PEng, CBC, DBIA

Contract Amount: \$112M

Date Project Commenced: 2004

Date of Final Completion: August 2014

Description of Work Performed: AECOM provided a progressive design-build services for the Town of Davie in to meet demands for both potable and wastewater services. At the heart of the project are a new 6-mgd water treatment plant (expandable to 12-mgd) and a 3.5-mgd (expandable to 7-mgd) water reclamation plant. The reclamation plant utilized membrane biological reactors (MBR) for compact footprint and higher effluent quality effluent. UV is used as the primary disinfection.

Development of a sustainable brackish water supply and DIW of process waste streams was a crucial component of the success of the project. Serving as the Engineer of Record, AECOM provided direct procurement and oversight of permitting, well drilling construction, operation and testing. A Floridan Aquifer exploratory-production well characterized the site geology and hydrogeology, which was then modeled using a calibrated density-dependent groundwater flow model to facilitate well field design for managing the long-term changes of water quality in the wellfield. Following 10 years of operation, the wellfield has remained productive and free of salinity degradation. AECOM also designed, permitted and oversaw the construction of this Class I Industrial Injection Well System for two 11.4-mgd Class I injection wells with dual-zone monitoring wells.

As the prime contractor, AECOM provided schedule, safety, and financial control of 16 trade subcontractors and 23 vendors. More than 20 separate permits were obtained to enable the construction and operation of the new facilities, including a consumptive use permit, UIC permits, site plan permits and a reuse application that meets the equivalent of Title 22 Reuse standards. AECOM was also responsible for the training of Davie's operations staff, and for the provision of O&M manuals and operating procedures.

**REFERENCES**

Consultant must provide three (3) references for Example Projects.

Consultant Name: AECOM Technical Services, Inc.

Reference Entity: City of Hialeah

Reference Contact Person: Ramon Diaz, General/Plant Manager (GS Inima USA Construction)

Reference Address: 3700 W. 4th Avenue, Hialeah, FL 33012

Reference Email Address: Ramon.diaz@inima.com

Reference Phone No.: (305) 970-3930

Project Name: Hialeah RO WTP Pilot Testing, Design and Start-up Services

Project Location: Hialeah, FL

Consultant Project Manager: Bill Snow, PE

Contract Amount: \$6M (Engineering) / \$58M (Construction)

Date Project Commenced: 2011

Date of Final Completion: 2017

Description of Work Performed: AECOM designed an innovative, energy- efficient treatment plant following particularly intensive testing, planning and design to develop a desalination treatment facility for a wide range of current and future raw water salinity. In particular, AECOM's evaluations led to a brackish water treatment system that achieved optimal balance between life cycle cost and finished water quality. Highlights of AECOM's design include membrane skids that easily accommodate modifications to handle increased salinity due anticipated degradation of the Upper Floridan Aquifer supply, LE 440i membranes to minimize energy consumption, and biofilters rather than chemical scrubbers to reduce carbon footprint and avoid the use of three truckloads of chemicals each month.

To increase reliability, the plant made use of robust materials typically seen in more demanding seawater RO facilities. AECOM's architects designed the facility with a modern tropical theme in keeping with the relaxed, contemporary feel of the City itself. Sustainability was a key City concern, so AECOM's design for the main treatment building was geared toward achieving LEED Silver certification.

AECOM's contract also included the detailed (final) design and construction at risk of the project. The scope of services included design of the pretreatment system, chemical pre- and post-treatment systems, degasifier system and biofilter scrubber system, membrane cleaning system, process building including a membrane room, and chemical treatment rooms with bulk chemical storage. The design also included two 5-mgd storage tanks and a high service pump station.

**REFERENCES**

Consultant must provide three (3) references for Example Projects.

Consultant Name: AECOM Technical Services, Inc.

Reference Entity: City of Oldsmar

Reference Contact Person: Johna Jahn, PE, Assistant Public Works Director

Reference Address: 100 State St West, Oldsmar, FL 34677

Reference Email Address: jjahn@myoldsmar.com

Reference Phone No.: (813) 749-1233

Project Name: Oldsmar Brackish Water Supply and Treatment Facilities Planning and Construction

Project Location: Oldsmar, FL

Consultant Project Manager: Tim Curran, PE

Contract Amount: \$17M

Date Project Commenced: 1996

Date of Final Completion: 2013

Description of Work Performed: AECOM was hired by the City in 1996 to assist them with this ambitious program. Phase I included a preliminary feasibility study that reviewed demand, water supply options, and regulations; evaluated water quality, treatment, and potential costs; assessed project feasibility; and developed an implementation plan. Existing data, and site specific raw water quantity and quality data collected from a test well, supported the cost effectiveness of a 2-mgd annual average brackish water wellfield with a low pressure RO water treatment plant. The Phase I study concluded that the project was technically and economically feasible.

Phase II included a wellfield siting analysis, development of a field testing program, design and construction of two pilot production wells (and four monitor wells) to evaluate the capacity and quality of two water supply aquifers, a pilot treatment study using the wells to evaluate treatability and concentrate characteristics, and preliminary engineering of the wellfield, transmission pipelines, treatment, and concentrate disposal. Subsequent analysis and successful water use and concentrate disposal permitting confirmed that the project remained feasible.

Phase III included the preliminary and final design of 12 brackish water wells; 10,500 ft of 8 – 24-inch raw water transmission main; a 3.2-mgd maximum day RO water treatment plant; 8,250 ft of 8-inch concentrate disposal pipeline; and a 1.2-mgd DIW. The project was designed and constructed using four separate construction contracts: 1) production wells, 2) RO process equipment, 3) WTP building, site, pipelines, and other equipment, and 4) the DIW.

Phase IV was the construction of the new facilities.

## Acknowledgment of Addendum #1

### PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

Hon. Elton A. Langford  
DeSoto County

Hon. Joseph Tiseo  
Charlotte County

Hon. Michael A. Moran  
Sarasota County

Hon. Jason Bearden  
Manatee County

Mike Coates, P.G., Executive Director

### **Request for Statements of Qualifications – Professional Services for the Partially Treated Surface Water ASR Project**

#### **Addendum 1 January 24, 2024**

#### **Responses to Questions:**

**1. Question:** Please confirm that it will be acceptable to use an 11x17 for the schedule? If yes, will the 11x17 be counted as two pages?

**Response:** Pursuant to page 7 of the SOQ, 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 unless section indicates that pages 11 x 17 inches in size are allowed. For this effort, the sections do not include any pages of 11 x 17 that are allowed.

**2. Question:** Can we use 11x17s for additional graphics?

**Response:** Pursuant to page 7 of the SOQ, 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 unless section indicates that pages 11 x 17 inches in size are allowed. For this effort, the sections do not include any pages of 11 x 17 that are allowed.



## About AECOM

AECOM is the world's trusted infrastructure consulting firm, delivering professional services throughout the project lifecycle – from advisory, planning, design and engineering to program and construction management. On projects spanning transportation, buildings, water, new energy, and the environment, our public- and private-sector clients trust us to solve their most complex challenges. Our teams are driven by a common purpose to deliver a better world through our unrivaled technical and digital expertise, a culture of equity, diversity and inclusion, and a commitment to environmental, social and governance priorities. AECOM is a Fortune 500 firm and its Professional Services business had revenue of \$14.4 billion in fiscal year 2023. See how we are delivering sustainable legacies for generations to come at [aecom.com](https://www.aecom.com) and [@AECOM](https://www.instagram.com/AECOM).

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**  
**BOARD OF DIRECTORS MEETING**  
*April 3, 2024*

**CONSENT AGENDA**  
**ITEM 9**

**Phase 3C Regional Interconnect – Purchase of Pipeline Easements**

---

**Recommended Action -**

**Motion** to approve Purchase of One (1) Permanent Pipeline Easements and One (1) Temporary Construction Easements for the Phase 3C Regional Interconnect and Authorization for the Chairman and Executive Director to execute the NON-EXCLUSIVE PERMANENT WATER MAIN EASEMENT AGREEMENTS and TEMPORARY CONSTRUCTION EASEMENT AGREEMENTS, and other documents and fees necessary to close on the easement purchases within the Phase 3C Easement Package #4.

The Regional Integrated Loop Phase 3C Pipeline Project includes approximately 8 miles of 42-inch diameter pipeline. The pipeline route begins near State Road 72 and Cow Pen Slough Canal and extends generally north to the vicinity of the Fruitville and Lorraine Roads intersection where it will connect with Sarasota County utilities existing infrastructure. The Project is scheduled for substantial completion by March 1, 2025. On April 6, 2022, the Board approved Resolution 2022-03 determining the necessity for construction of the Phase 3C Regional Interconnect Pipeline and identifying the route for the pipeline. Two amendments to Resolution 2022-03 (Amendment 1, April 5, 2023, Amendment 2, June 7, 2023) have been approved providing for revision of the originally approved pipeline route, and authorizing acquisition of property rights necessary to construct and operate the Phase 3C Pipeline project.

Board authorization is requested to purchase the easements listed below (Phase 3C Easement Package # 4) for the selling prices below, and for the Chairman and Executive Director to execute the documents necessary to complete the purchase including closing costs and/or legal fees.

Permanent Easement #	Perm. Easement Area (Ac)	Temporary Easement #	Temp. Easement Area (Ac)	Total Selling Price
806	0.2533	706	0.3759	\$286,928.00

**Budget Action** – No action is required. Funds for these materials will come from the Authority’s \$100M Line of Credit.

**Attachments:**

Phase 3C Easement Package #4



## PURCHASE AND SALE AGREEMENT

**THIS PURCHASE AND SALE AGREEMENT** (the “Agreement”) is made and entered into by and between **PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**, an independent special district created and existing pursuant to Sections 373.713 and 163.01, Florida Statutes, acting by and through its governing Board of Directors (“Buyer”) and **CLG LEGACY PARTNERS, LLC**, a Florida limited liability company (“Seller”), and **AMERICAN GOVERNMENT SERVICES CORPORATION**, a Florida corporation (hereinafter called “Escrow Agent” or “Title Company”).

### WITNESSETH

**WHEREAS**, Seller has legal title, including but not limited to easement interests granted from Sarasota County, to and possession of certain property located and being in Sarasota County, Florida as more particularly described in Exhibit “A” attached hereto and incorporated herein by reference; and

**WHEREAS**, Buyer desires to purchase a non-exclusive permanent water main easement, and an exclusive temporary construction easement over, under, above and through the real property described in Exhibit “A” attached hereto; and

**NOW, THEREFORE**, for and in consideration of the mutual covenants and promises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Purchase Price. Seller shall grant to Buyer and Buyer shall purchase from Seller, a Non-Exclusive Permanent Water Main Easement on approximately 11,032 square feet (0.2533 acres) M.O.L., and an Exclusive Temporary Construction Easement on approximately 16,373 square feet (0.3759 acres) M.O.L., in the forms attached hereto as Exhibit “B”, respectively (the “Easements”) and any and all improvements thereon in the amount of Two Hundred Eighty-Six Thousand, Nine Hundred Twenty-Eight Dollars and Zero Cents (\$286,928.00) (the “Purchase Price”). The Purchase Price consists of the following fee breakdown:
  - a. \$131,100 – Payment for land rights, improvements, net cost to cure and a fence allowance for removable sections;
  - b. \$129,400.00 – Reconstruction and Costs; and
  - c. \$26,928 – Statutory Attorneys’ Fees and Costs.

In addition to above, Buyer shall pay for the following expenses: title update, closing fee, title insurance, recording fees, and documentary stamps (if applicable) (“Reimbursements”), which, if applicable, are payable at closing by Escrow Agent.

2. Closing.

- (a) Closing Date. Subject to Section 2(b) below, the sale of the Easements shall be closed on or before **ninety** (90) days from the Effective Date of this Agreement. The exact date for the Closing on the Easements shall be set by the Buyer, with at least five (5) days prior notice to the Seller. This sale shall be closed at a location acceptable to the parties hereto or by mail.
- (b) Buyer's Requirements. Buyer's obligations under this Agreement are contingent upon the following: (i) this Agreement being approved by the Authority's Board of Directors; and (ii) Buyer and the Escrow Agent each receiving a copy of such written agreement (the "Buyer's Requirements"). If the Buyer's Requirements are not fully satisfied to the sole satisfaction of Buyer, Buyer shall have the option to: (i) terminate this Agreement; or (ii) extend the Closing Date for thirty (30) days, if after thirty 30 days the Buyer's Requirements remain unsatisfied the Buyer shall have the same option to terminate or further extend the Closing Date.

3. Costs. Buyer shall pay all expenses incidental to the transfer of the Easements including, but not limited to, recording fees, documentary stamp taxes, intangible taxes, its own attorneys' fees, its own appraisal fees and similar expenses, as well as the cost of recording any corrective instruments required to perfect title to the Easements. Seller shall pay for their own attorneys' fees and costs, appraisal fees and related expenses, if any. All ad valorem taxes, including the year of closing and subsequent years, shall remain the sole responsibility of Seller.

4. Conveyance. Seller shall convey the Easements to Buyer by easement agreement in the forms attached hereto as Exhibit "B". Subject to the easement restrictions from Sarasota County's over the subject property, the conveyance shall be free and clear of all liens and encumbrances except taxes and assessments for the year of closing and subsequent years and zoning ordinances and land use regulations (the "Permitted Exceptions").

5. Remedies Upon Default. If Buyer fails to perform this Agreement within the time specified, Seller shall be relieved of all obligations under this Agreement. If, for any reason other than failure of Seller to make Seller's title marketable after diligent effort, Seller fails, neglects or refuses to perform this Agreement, Buyer may seek specific performance without thereby waiving any action for damages resulting from Seller's breach. These shall be the sole remedies of the parties in the event of default under this Agreement.

6. Title Insurance. Buyer may, at its own expense obtain a written title insurance commitment (the "Commitment") for the issuance of an owner's policy of title insurance (the "Policy"), insuring the marketability of title of the Easements (ALTA Form "B" Owner's) in the amount of the Purchase Price from the Title Company, together with legible copies of all instruments affecting title to the Easements. The Commitment shall name Buyer as proposed insured, and shall disclose that Seller has good and marketable title in and to the

Easements, and shall be subject only to the Permitted Exceptions. Buyer shall pay the premium, at the minimum promulgated rate, for the policy of title insurance at closing.

If the Commitment contains exceptions other than the Permitted Exceptions, Buyer shall notify Seller, in writing, within thirty (30) days of Buyer's receipt of the Commitment, specifying the defects which exist with respect to the title. Seller shall fully cure said defects in title to the satisfaction of the Title Company and Buyer's attorneys, within a period of sixty (60) days after receipt of such notice. Upon Seller's failure to cure any such defect in title, Buyer may, at its option terminate this agreement by providing written notice to Seller or may elect to waive all conditions of this paragraph and, subject to all the other terms and provision of this Agreement, close this transaction as if no such defects in title existed.

The Policy shall be issued at closing or as soon as possible thereafter in the same form as the Commitment, and shall be subject only to the Permitted Exceptions, with all standard printed exceptions, including those for survey (if Buyer elects to obtain a survey), mechanics' liens, and parties in possession, deleted. If the Policy is not issued at closing, the Title Company shall insure against adverse matters as specified in Section 627.7841, Florida Statutes.

7. Survey. The Buyer may, at Buyer's option and at its own expense, obtain a survey of the Easements, certified in a manner sufficient for the issuance of a Policy deleting the survey exception. If the survey shows any encroachments or that the Easements in fact encroach on setback lines, easements, lands owned by other persons or violate any restrictions, agreements, covenants, or applicable governmental regulations, the same shall be treated as a title defect.

8. Additional Documents to be Delivered at Closing. At the Closing, Seller shall execute and acknowledge where necessary, and deliver to Buyer, in addition to the Easements and other documents mentioned elsewhere here, the following:

- (a) Subject to the easement restrictions from Sarasota County's over the subject property, an affidavit establishing that there are no liens or lien rights for services, labor, or material furnished to or for the improvement of the Easements; that there are no unrecorded possessory or other interests in or agreements affecting the Easements of any kind; and that Seller is in sole possession of the Easements;
- (b) An affidavit acknowledging that the sale of the permanent and temporary easements includes any and all improvements located thereon; and
- (c) All other instruments and documents required by the Title Company affecting title to or possession of the Easements and necessary to transfer or assign the same to Buyer, as required by this Agreement.

9. Attorney's Fees and Costs. In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover all costs incurred in connection with

such litigation, including reasonable attorney's fees, whether in preparation for, at trial, or on appeal.

10. Survival. Any provision of this Agreement which by its nature and effect is required to be observed, kept, or performed after Closing shall survive the Closing and shall not be merged therein but shall remain binding upon and for the benefit of the parties hereto and their respective successors and assigns until fully observed, kept, or performed.

11. Escrow. Escrow Agent agrees to hold, keep, and deliver all documents and sums delivered to it pursuant hereto in accordance with the terms and provisions of this Agreement. Escrow Agent shall not be entitled to any fees or compensation for its services hereunder. Escrow Agent shall be liable only to hold all documents and sums delivered to its care and to deliver the same to the parties named herein in accordance with the provisions of this Agreement, it being expressly understood that by acceptance of this Agreement Escrow Agent is acting in the capacity of a depository only and shall not be liable or responsible to anyone for any damage, losses, or expenses unless same shall have been caused by the gross negligence or willful malfeasance of Escrow Agent. In the event of any disagreement among the parties to this Agreement, or among them or any of them and any other party resulting in any adverse claims and demands being made in connection with or for the monies involved herein or affected hereby, Escrow Agent shall be entitled to refuse to comply with any such claims or demands so long as such disagreement may continue; and in so refusing, Escrow Agent shall make no delivery or other disposition of any of the monies held by it under the terms of this Agreement, and in so doing, Escrow Agent shall not become liable to anyone for such refusal; and Escrow Agent shall be entitled to continue to refrain from action until the rights of the adverse claimants shall have been finally settled or adjudicated in a court of appropriate jurisdiction, or all differences shall have been adjusted by agreement between or among the parties and Escrow Agent shall have been notified in writing of such agreement signed by the parties hereto. Further, Escrow Agent shall have the right at all times to deliver any funds or any documents delivered to it or pay all sums held by it (i) to the appropriate party under the terms hereof; or (ii) into any court of competent jurisdiction after a dispute between or among the parties hereto has arisen, whereupon Escrow Agent's obligations hereunder shall terminate. Seller and Buyer jointly and severally agree to defend, indemnify, and hold harmless Escrow Agent from any and all costs, damages, and expenses, including reasonable attorney's fees, to the extent limited by law and provided by Section 768.28, Florida Statutes, that Escrow Agent may incur in its compliance of an in good faith with the terms of this Agreement.

12. Testing Results. Buyer shall have access to the Easements, from the Effective Date to the date this Agreement is terminated or default occurs for the purposes of hydrologic testing, surface and groundwater sampling, soil testing, engineering studies, surveys, and other similar tests. At Seller's request, Buyer shall at its own expense correct any damages to the Easements occasioned by Buyer's activities. In the event the results of tests performed on the Easements are found to be below the standards necessary to operate or maintain public drinking water facilities, then at Buyer's option, this Agreement shall be null and void and of no further force and effect, and the parties to this Agreement shall have no further obligations hereunder.

13. Payment in Full. This Agreement is for the acquisition of easement interests in the subject property and all improvements on the subject property thereon or otherwise stated.

14. Effective Date. This Agreement shall be effective as of the date of the signing of this Agreement by the last to sign of Buyer and Seller (herein "Effective Date").

15. Notice. If any time notice is required to be given by either party hereto to the other, such notices shall be deemed properly given when reduced to writing and (a) deposited with a nationally recognized overnight courier for next day delivery; or (b) deposited in the United States Mail (certified or registered mail with return receipt requested), the proper postage affixed and addressed to the parties; or (c) actually hand delivered to the parties as follows:

<b>Seller:</b> CLG Legacy Properties, LLC 6841 Energy Ct. Sarasota, FL 34240 Attn: Mr. Ronald W. Chapman	With a copy to: Blake Gaylord, Esq. Gaylord Merlin Ludovici & Diaz, P.A. 5001 West Cypress Street Tampa, FL 33607
<b>Buyer:</b> Peace River Manasota Regional Water Supply Authority 9415 Town Center Parkway Lakewood Ranch, FL 34202 Attn: Mr. Michael Coates	With a copy to: Doug Manson, Esq. Manson Bolves Donaldson Varn, P.A. 1101 West Swann Avenue Tampa, FL 33606

16. Miscellaneous.

- (a) This Agreement constitutes the entire agreement of the parties hereto and supersedes any prior understandings, or written or oral agreements between the parties respecting the terms of this Agreement. No rights or duties, unless incorporated in this Agreement, shall be binding upon the parties hereto.
- (b) This Agreement and the interpretation and enforcement of the same shall be governed by and construed in accordance with the laws of the State of Florida.
- (c) This Agreement shall be binding upon and its benefits and advantages shall inure to the successors and assigns of the parties hereto.
- (d) No amendment, modification, or alteration of the terms of this Agreement shall be binding unless such amendment, modification, or alteration is in writing, dated subsequent to the date hereof, and duly executed by the parties hereto.

- (e) Seller has no knowledge of any contamination or potential of the property described in Exhibit "A" hereto.
- (f) No person or entity other than Seller and Sarasota County has access to or has the right of access to or occupy the property described in Exhibit "A" attached hereto, or any portion thereof, nor does any person or entity other than Seller own buildings, structures, improvements, fixtures, or personal property located on said real property.
- (g) Time of the Essence. Time is of the essence with respect to the performance of each and every obligation of the parties thereunder.
- (h) Incorporation of Exhibits. All exhibits attached hereto and referred to herein are incorporated in this Agreement as though fully set forth herein.
- (i) Severability. In case any one or more of the provisions contained in the Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect or as applied to any circumstances, such invalidity, illegality or unenforceability shall not affect any other provision hereof or the effect thereof as otherwise applied so long as the intent of the parties is not materially affected, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

17. Execution. If within ninety (90) days from the date this Agreement is executed by either of the parties, this Agreement is not fully executed; the right or obligation of the parties under this Agreement shall be deemed null and void.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed the date and year written below.

**WITNESSES:**

**SELLER: CLG LEGACY  
PROPERTIES, LLC.**

Sign: \_\_\_\_\_

By: \_\_\_\_\_

Print: \_\_\_\_\_

Ronald W. Chapman, Manager

Sign: \_\_\_\_\_

Date: \_\_\_\_\_

Print: \_\_\_\_\_



**ATTEST:**

**BUYER:**

**PEACE RIVER/MANASOTA REGIONAL  
WATER SUPPLY AUTHORITY**  
a Regional Water Supply Authority

By: \_\_\_\_\_  
Michael Coates  
Executive Director

By: \_\_\_\_\_  
\_\_\_\_\_, Chairman

Date: \_\_\_\_\_

**Approved as to Form:**

By: \_\_\_\_\_  
Douglas Manson, Esq.  
General Counsel

**EXHIBIT A**

Legal Description

**Lot 36, Gator Creek Estates Unit 1, according to the plat thereof as recorded in Plat Book 23, pages 2 and 2A thru 2C, Public Records of Sarasota County, Florida.**

**Parcel Identification Number: 0293010360**

# EXHIBIT B

This instrument prepared by and return to  
Steven R. Medendorp, Esq.  
Manson Bolves Donaldson & Tanner, P.A.  
109 N. Brush Street, Suite 300  
Tampa, FL 33602

Parcel #: 806

## NON-EXCLUSIVE PERMANENT WATER MAIN EASEMENT AGREEMENT

THIS NON-EXCLUSIVE PERMANENT WATER EASEMENT AGREEMENT (the “Agreement”), is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between **CLG LEGACY PARTNERS, LLC**, a Florida limited liability company, (“Grantor”), whose address is 6841 Energy Ct., Sarasota, Florida 34240, to **PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**, an interlocal governmental entity of the State of Florida (“Peace River” or “Grantee”), whose address is 9415 Town Center Parkway, Lakewood Ranch, Florida 34202.

### RECITALS:

WHEREAS, Grantee desires to construct, install, operate, maintain, replace, inspect, , test, repair, relocate, remove, and upgrade an underground pipeline for the purpose of transporting water over, across, through and under the lands hereinafter described (the “Waterline”), along with the installation of appurtenant and below-ground pipes, valves and equipment (collectively the “Facilities”), to be located within the Easement Property (as defined below).

WHEREAS, Grantee has requested and Grantor grants a non-exclusive, permanent and perpetual easement to Grantee to construct, install, operate, maintain, replace, inspect, test, repair, relocate, replace, remove, and upgrade the above-mentioned Waterline and Facilities on the Easement Property (as defined below), on the terms set forth herein.

NOW, THEREFORE, in consideration of the above recitals, and the sum of Ten and No/100 Dollars (\$10.00), and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Grantor, the parties agree as follows:

1. To the extent applicable, the permanent, perpetual, non-exclusive waterline easement interests and rights acquired by Peace River over, across, through and under the Owner’s property located in Sarasota County, Florida and are further described herein. The applicability of any particular estate shall be determined by those interests and rights described and depicted on Exhibit “1” attached hereto (the “Easement Property”).

2. Peace River shall have the right, privilege and easement for and to construct, install, operate, maintain, replace, inspect, test, repair, relocate, replace, remove, and upgrade an underground pipeline for the purpose of transporting water over, across, through and under the lands

hereinafter described (the “Waterline”), along with the installation of appurtenant below-ground pipes, valves and equipment (collectively the “Facilities”), for the purpose of transporting water over, above, across, through and under the Easement Property in connecting the Peace River Authority Regional Integrated Loop Phase 3C Pipeline, beginning at the south side of Clark Road at Cow Pen Slough and terminating at the intersection of Lorraine Road and Fruitville Road in Sarasota County, Florida.

3. Peace River’s easement rights, as described below, may be exercised by Peace River’s agents, employees, representatives, licensees, invitees, or such other persons or entities as Peace River deems necessary. Those rights include the following:

a. Peace River shall have the perpetual right, privilege and easement for and to construct, install, operate, maintain, replace, inspect, test, repair, replace, relocate, remove, and upgrade the Waterline and/or Facilities, which Waterline and Facilities shall be used for the purpose of transporting water over, across, through and under the Easement Property.

b. Subject to the notice rights, Peace River shall have the right of ingress and egress from the Easement Property by means of the Easement Property and adjacent public or private roadways, easement or right-of-way owned or held by or lawfully available to Peace River, including and other property over which Peace River has access rights.

c. Peace River shall not unreasonably restrict ingress or egress to Owners’ property abutting the Easement Property and shall use its best efforts to provide reasonable ingress and egress across the Easement Property for use of Owners. Notwithstanding the foregoing, Peace River shall be permitted to restrict ingress or egress to property abutting the Easement Property for safety purposes only in Peace River’s reasonable discretion during periods of construction activity. Recognizing that the location of the ingress and egress across the Easement Property may change due to construction activities and safety issues during the terms of this Agreement, Owners shall contact Peace River to determine the location of the ingress and egress across the Easement Property prior to accessing the Easement Property during construction.

d. After completion of construction activity, Peace River will remove all construction equipment and unused materials. Subject to Peace River’s rights hereunder and to the extent not inconsistent therewith, Peace River will restore the surface of all disturbed areas of the Easement Property to pre-construction elevations, contours, grades, and condition, as near as is reasonably practicable.

4. The parties agree that this Agreement is non-exclusive in nature.

5. As to the Permanent Easement, Owner(s) retains the right and may continue to use the Easement Property for any lawful purposes that does not interfere with Peace River’s rights acquired hereunder and improvement of such facilities, provided however that Owner(s) shall neither impound water, construct nor permit to be constructed any building, structure or other

improvement upon the Easement Property which interferes with the exercise by Peace River of the rights hereby conveyed, including ingress and egress from the Easement Property, and the safe operation of the Waterline. Owner(s) reserves the right to install, subject to the provisions of this Term Sheet, landscaping, roads, driveways, fences and underground utilities and other road paving installations as may be necessary for Owners' development and enjoyment of the remainder property. For safety and for the Peace River's operational purposes, the use of the surface and subsurface of the Easement Property by Owners shall be subject to the following terms, conditions and limitations.

a. Owners shall not enter upon or use the Easement Property while the Waterline and/or Facilities are being constructed, repaired, replaced or upgraded.

b. Owners shall not obstruct or restrict Peace River's use of the Easement Property in any manner during construction;

c. No excavation operations shall be undertaken within the Easement Property without five (5) days prior written notice to the Peace River and to the Florida Sunshine State One Call System or its successor;

d. Construction activities and operations by the Owners on and/or under the Easement Property shall be subject to the prior written approval of Peace River for such operations, which approval shall not be unreasonably withheld;

e. Construction, installation, operation and maintenance activities by the Owner on or across the Easement Property and/or use of the surface or subsurface of the Easement Property shall be in compliance with all applicable statutes, rules, regulations, ordinances and codes of any governmental agency or entity having jurisdiction over the Easement Property and/or the operations being conducted;

f. Installation and construction of any public or private utilities, including but not limited to, water, sewer, gas, electrical, fiber optic and/or telephone which impact or encroach on the Easement Property shall be subject to the following additional specific terms, conditions and limitations: (1) construction and installation of all subsurface utility pipe or cables which cross the Easement Property shall be constructed and installed so as to maintain a separate distance of not less than eighteen inches (18") or state-required minimum separation, whichever is greater, between such pipes and/or cables and Peace River's Waterline pipe, and (2) no utilities shall be installed above the Easement Property or between the surface of the property and the top of the Waterline pipe;

g. Installation and construction of any fences that impact or encroach on the Easement Property, after the initial construction of the Waterline, shall be subject to the following additional specific terms, conditions and limitations: (1) no fence posts for any fences crossing the Easement Property perpendicularly shall be installed closer than ten feet (10') on either side of Peace

River's Waterline pipe, and (2) any fences running parallel to the Easement Property shall be installed no closer than ten feet (10') from the Peace River's Waterline pipe;

h. Property Owner shall install a 16 foot removable section in any fence constructed at the north and south property line which shall be secured to the fencepost foundation by a steel pin and padlocked.

i. Upon completion of construction, Peace River shall gain access to the subject property by giving notice to the Property owner 24 hours in advance of the need for access by email and telephone contact to the following individual:

Name of Contact \_\_\_\_\_

Contact Email \_\_\_\_\_

Contact Telephone \_\_\_\_\_

This post-construction access provision applies to all post construction access by Peace River. To the extent that this provision conflicts with any prior terms of this easement, this provision shall prevail. After the initial restoration, Peace River shall repair and replace to the extent practicable any improvements and/or landscaping impacted by any post-construction activities performed by or on behalf of Peace River to the conditions and quality that existed immediately prior to said impact.

In the event of an emergency and 24 hour advance notice is not possible, Peace River shall give notice to the above stated contact prior to removal of the padlocked and entry onto the property.

j. No construction of new canals, ditches or other open drainage facilities shall be constructed, nor use of explosives, intentional flooding or setting of fires shall be conducted, on or across the surface of the Easement Property without the prior written approval of Peace River;

k. Installation and construction of any public or private roads or streets that impact or encroach on the Easement Property shall be subject to the prior written approval of Peace River for such operations, which approval shall not be unreasonably withheld. Peace River shall have the right to utilize any road or street installed on or across the Easement Property as a means of ingress to, or egress from, the Easement Property and the use of the roads and/or streets constructed on or across the Easement Property shall be at the sole risk of the user;

l. Planting or installation of any trees and/or landscaping that impacts or encroaches on the Easement Property, after the initial construction of the Waterline and/or Facilities, shall be subject to the following specific additional terms, conditions and limitations: (1) any trees



or shrubbery shall be shallow rooted; and (2) no trees or shrubbery shall be planted any closer than ten feet (10') on either side of any Waterline or Facilities located on the Easement Property;

m. Peace River shall be responsible, at the sole cost and expense of the Peace River, for the repair and maintenance of the Waterline and the Facilities installed on or across the Easement Property and for the care and maintenance of the trees, shrubbery and other landscaping planted by Peace River on the Easement Property; and

n. Operations by others on the Easement Property shall not impair or interfere with the rights granted to Peace River and shall not require the relocation or lowering of the Waterline pipe, decrease the ground cover of the Waterline pipe or change the contour of the ground surface over the Easement Property.

6. Peace River agrees to provide Owners, either upon Owners' request or at Peace River's option, a prior written determination whether any particular exercise of the right to use the Easement Property by Owners does, or does not directly interfere with the safe and efficient exercise of Peace River's rights, which determination shall not be arbitrarily or unreasonably withheld, conditioned, or delayed.

7. Owners shall not grant an easement on the Easement Property to a third party without the prior written consent of the Peace River. Notwithstanding Owners may not grant an easement on the Easement Property to a third party which could, may or will negatively impact the Waterline and/or Facilities. Peace River may assign its rights acquired, in whole or in part, and Peace River shall have the right to operate the Waterline and/or Facilities for its own use or to lease, sell, or assigns any or all of the Waterline and Facilities or the rights thereto.

8. Grantor represents to Grantee that the Easement Property is not leased, rented or occupied by any lessee or tenant.

9. In the event of a dispute between the parties hereto relating to this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees, paralegal fees and costs incurred from the date of the dispute through any appeals, bankruptcy proceeding or to collect or enforce any judgment.

10. The provisions of this Agreement shall run with the Easement Property and shall bind and inure to the benefit of the Grantor, Grantee and their respective heirs, successors, legal representatives and assigns.

11. The above recitals are true, correct and incorporated herein.

12. Grantor and Grantee each knowingly, voluntarily and intentionally waive any right to which either of them may have to a trial by jury with respect to any litigation or legal proceeding

based upon or arising directly, indirectly or otherwise in connection with, out of, related to or from this Agreement.

13. This Agreement incorporates and describes all of the grants, undertakings, conditions, and consideration of the parties with respect to the Agreement. Grantor, in executing and delivering this Agreement, represents that Grantor has authority to bind and execute this Agreement and have not relied upon any promises, inducements or representations of Grantee or its agents or employees, except as expressly set forth herein.

14. This Agreement may be executed in counterparts, all of which together shall constitute a single document.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Signed, sealed and delivered  
in the presence of:

**GRANTOR: CLG LEGACY PROPERTIES, LLC.**

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

By: \_\_\_\_\_  
As Its: Manager

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

Printed Name: Ronald L. Chapman  
Address: 6841 Energy Court, Sarasota, FL 34240

**ACKNOWLEDGEMENT**

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

The foregoing was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 2024, by \_\_\_\_\_, who is personally known to me; or produced a drivers license issued by the Florida Department of Motor Vehicles as identification; or produced the following as identification:

\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

Printed Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

My Commission No: \_\_\_\_\_

WITNESSES:

\_\_\_\_\_

Signature

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

\_\_\_\_\_

Printed Name: \_\_\_\_\_

**GRANTEE:**

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

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

**ACKNOWLEDGEMENT**

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

The foregoing was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 2024, by \_\_\_\_\_, as \_\_\_\_\_ who is personally known to me; or produced a drivers license issued by the Florida Department of Motor Vehicles as identification; or produced the following as identification: \_\_\_\_\_.

\_\_\_\_\_

Notary Public

Printed Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

My Commission No: \_\_\_\_\_

Approved to form and correctness:

\_\_\_\_\_

Douglas Manson, Esq., General Counsel

# EXHIBIT 1

GATOR CREEK BLVD.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N66°10'32"W	20.18'
L2	S79°35'36"E	20.04'

CURVE TABLE					
CURVE	RADIUS	ARC	DELTA	CHORD	CHORD BEARING
C1	1810.08'	549.26'	17°23'10"	547.15'	N22°50'24"E
C2	1830.08'	553.93'	17°20'32"	551.82'	S22°46'38"W

ABBREVIATION LEGEND:  
 R.P.BK. = ROAD PLAT BOOK  
 P. = PAGE  
 (P) = PLAT BEARING/DISTANCE  
 PID# = PARCEL IDENTIFICATION NUMBER  
 O.R.I.# = OFFICIAL RECORDS INSTRUMENT NUMBER  
 O.R.BK. = OFFICIAL RECORDS BOOK

Lot 35  
 Gator Creek Estates, Unit 1  
 Plat Book 23, Page 2

SOUTH LINE OF LOT 36

BEARING BASIS  
 N66°10'32"W

Lot 36  
 Gator Creek Estates, Unit 1  
 Plat Book 23, Page 2  
 PID#0293010360  
 CLG LEGACY PROPERTIES LLC  
 O.R.I.#2021205982

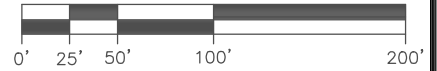
PARCEL NO. 806

11,032 SQ.FT. OR 0.2533 ACRES ±

NORTH LINE OF LOT 36

N79°35'36"W

SCALE: 1"=100'



Lot 37  
 Gator Creek Estates, Unit 1  
 Plat Book 23, Page 2

100' WIDE PLATTED  
 DRAINAGE EASEMENT

20' WIDE PLATTED  
 BRIDAL EASEMENT

20' WIDE PLATTED  
 BRIDAL EASEMENT

EASTERLY LOT LINE  
 C1  
 C2  
 EASTERNMOST  
 LOT CORNER

COW PEN SLOUGH  
 BRIDAL EASEMENT

POINT OF  
 BEGINNING

SOUTHERNMOST  
 LOT CORNER

PLAT & DEED BOUNDARY 160'± WIDE PUBLIC DRAINAGE CANAL

(O.R.BK.514, PAGE 365)

METES & BOUNDS LOT  
 PID#0295002050  
 O.R.I.#2022011184

Lot 2S  
 SADDLE CREEK, Unit 2  
 Plat Book 27, Page 11

SEE SHEET 2 FOR DESCRIPTION

FOR: PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

This is NOT a Survey and Not valid without all sheets.

Feb 27, 2023 - 10:57:11 HCASALS\U:\177311750\drawings\survey\drawing\177311750v-spsk07.dwg

SKETCH & DESCRIPTION OF A PERMANENT WATER MAIN  
 EASEMENT IN LOT 36, GATOR CREEK, UNIT 1, P.B.23,  
 P.2 WITHIN SECTION 22, TOWNSHIP 37 S., RANGE 19 E.,  
 SARASOTA COUNTY, FLORIDA



**Stantec**

6920 Professional Parkway East, Sarasota, FL 34240-8414  
 Phone 941-907-6900 • Fax 941-907-6910  
 Certificate of Authorization #27013 • www.stantec.com  
 Licensed Business Number 7866

PARCEL NO. 806

TASK CODE: 6.4.1	DRAWN BY: JDN	CHKD BY: RRC	CAD FILE: 177311750v-spsk07	PROJECT NO: 177311750	SHEET 1 OF 2	DRAWING INDEX NO: 177311750v-spsk07	REV:
---------------------	------------------	-----------------	--------------------------------	--------------------------	-----------------	--	------

DESCRIPTION (as prepared by the certifying Surveyor and Mapper):

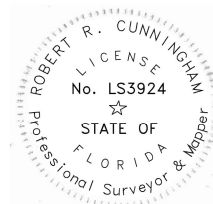
A 20' wide strip of land lying in Lot 36, Gator Creek Estates, Unit 1 as recorded in Plat Book 23, Page 2 in the Public Records of Sarasota County, Florida, Section 22, Township 37 South, Range 19 East, Sarasota County, Florida, being more particularly described as follows:

BEGIN at the most southerly corner of said Lot 36, thence N.66°10'32"W., along said southerly line of Lot 36, a distance of 20.18 feet to the point of curvature of a non-tangent curve to the left, having a radius of 1,810.08 feet and a central angle of 17°23'10"; thence northeasterly along the arc of said curve, a distance of 549.26 feet, said curve having a chord bearing and distance of N.22°50'24"E., 547.15 feet, to a point on the northerly line of said Lot 36; thence S.79°35'36"E., along said northerly line of Lot 36, a distance of 20.04 feet to the most easterly corner of said Lot 36, also being the point of curvature of a non-tangent curve to the right, having a radius of 1,830.08 feet and a central angle of 17°20'32"; thence southwesterly along the arc of said curve, a distance of 553.93 feet, said curve having a chord bearing and distance of S.22°46'38"W., 551.82 feet to the POINT OF BEGINNING.

Said tract contains 11,032 square feet or 0.2533 acres, more or less.

NOTES:

1. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR ELECTRONIC SIGNATURE AND SEAL OF A FLORIDA SURVEYOR AND MAPPER.
2. BEARINGS SHOWN HEREON ARE ASSUMED AND RELATIVE TO THE SOUTHERLY LINE OF LOT 36, GATOR CREEK ESTATES, UNIT 1, BEING N.86°10'32"W.
3. THIS IS A SKETCH ONLY AND DOES NOT REPRESENT A FIELD SURVEY.



**Digitally signed  
by Robert R  
Cunningham  
Date: 2023.03.09  
06:59:19 -05'00'**

**03/09/2023**

*Robert R. Cunningham, P.S.M.  
Florida Registration No. 3924*

*Date of Signature*

FOR: PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY **This is NOT a Survey and Not valid without all sheets.**  
Feb 27, 2023 - 10:57:20 HCASALS\U:\177311750\drawings\survey\drawing\177311750v-spsk07.dwg

SKETCH & DESCRIPTION OF A PERMANENT WATER MAIN EASEMENT IN LOT 36, GATOR CREEK, UNIT 1, P.B.23, P.2 WITHIN SECTION 22, TOWNSHIP 37 S., RANGE 19 E., SARASOTA COUNTY, FLORIDA



**Stantec**

6920 Professional Parkway East, Sarasota, FL 34240-8414  
Phone 941-907-6900 • Fax 941-907-6910  
Certificate of Authorization #27013 • www.stantec.com  
Licensed Business Number 7866

**PARCEL NO. 806**

TASK CODE: 6.4.1	DRAWN BY: JDN	CHKED BY: RRC	CAD FILE: 177311750v-spsk07	PROJECT NO: 177311750	SHEET 2 OF 2	DRAWING INDEX NO: 177311750v-spsk07	REV:
---------------------	------------------	------------------	--------------------------------	--------------------------	-----------------	--	------



This instrument prepared by and return to  
Steven R. Medendorp, Esq.  
Manson Bolves Donaldson & Tanner, P.A.  
109 N. Brush Street, Suite 300  
Tampa, FL 33602

Parcel #: 706

## **EXCLUSIVE TEMPORARY CONSTRUCTION EASEMENT AGREEMENT**

THIS EXCLUSIVE TEMPORARY CONSTRUCTION EASEMENT (the “Agreement”), is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between **CLG LEGACY PARTNERS, LLC**, a Florida limited liability company, (“Grantor”), whose address is 6841 Energy Ct., Sarasota, Florida 34240, to **PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**, an interlocal governmental entity of the State of Florida (“Peace River” or “Grantee”), whose address is 9415 Town Center Parkway, Lakewood Ranch, Florida 34202.

### **RECITALS:**

WHEREAS, Grantee desires to construct, install, operate, maintain, replace, inspect, test, repair, relocate, replace, remove and upgrade an underground pipeline for the purpose of transporting water, over, across, through and under certain lands (the “Waterline”), along with the installation of below-ground pipes, and equipment (collectively the “Facilities”), to be located within the Easement Property (as defined below).

WHEREAS, Grantee has requested and Grantor has agreed to grant an exclusive temporary construction easement to Grantee on the Temporary Construction Property (as defined below), to construct and install the above-mentioned Waterline and Facilities on the terms set forth herein.

NOW, THEREFORE, in consideration of the above recitals, and the sum of Ten Dollars and No/100 Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledge by Grantor, the parties agree as follows:

1. To the extent applicable, the non-exclusive temporary construction easement interests and rights acquired by Peace River are described herein. The applicability of any particular estate shall be determined by those interests and rights over, above, across, through and under Owner(s)’s property located in Sarasota County, Florida and further described and depicted on Exhibit “1” attached hereto and for the purpose of constructing and installing the Waterline and Facilities over, above, across, through and under certain lands, which easement rights shall be extended to Peace River’s agents, employees, licensees, or such other persons or entities as Peace River deems necessary (the “Easement Property”).

2. Peace River, its successors and assigns, shall have the right, title and interest for an exclusive temporary construction easement and staging area over, above, across, through and under Owner's Easement Property (the "Temporary Construction Property"), for the purpose of constructing and installing the Waterline and Facilities over, above, across, through and under certain lands, which easement rights shall extend to Peace River's agents, employees, licensees or such other persons or entities as Peace River deems necessary.

3. Peace River's construction activities included, but are not limited to, providing vehicular, equipment, and pedestrian access to the Waterline as well as excavating, storing material and equipment, and removing vegetation, structures or fences on the Temporary Construction Property. Notwithstanding the foregoing, if Peace River removes any vegetation or structures from the Temporary Construction Property, Peace River shall permanently remove the dispose of same (if they are not otherwise reinstalled by Peace River), from the Temporary Construction Property. Any excavated materials, the volume of which is substituted by any pipeline and supporting fill material constructed on the Temporary Construction Property, that is not used within the Waterline shall also be permanently removed by Peace River from the Temporary Construction Property by the expiration of this Temporary Construction Easement. In addition:

- a) Any area disturbed as a result of the installation of new pipe shall be cleared.
- b) During construction activity, Peace River shall have the right to construct, relocate, maintain and replace fencing on the Temporary Construction Property. Any fencing that is not reinstalled shall be permanently removed by Peace River.
- c) Any roadways damaged as a result of the delivery of materials and equipment, and hauling of material shall be the sole responsibility of Peace River to repair and/or restore to pre-existing roadway conditions, or better.
- d) During construction activity, Peace River shall not unreasonably restrict ingress or egress to Owners' property abutting the Temporary Construction Property and shall use its best efforts to provide reasonable ingress and egress across the Temporary Construction Property for the use of Owners. Notwithstanding the foregoing, Peace River shall be permitted to restrict (but not deny), ingress and egress to property abutting the Temporary Construction Property for safety purposes only in Peace River's reasonable discretion during construction activity. Recognizing that the location of the ingress and egress across the Temporary Construction Property may change due to construction activities and safety issues during the term of this Temporary Construction Easement, Owners shall contact Peace River to determine the location of the ingress and egress across the Temporary Construction Property prior to accessing the Temporary Construction Property.

e) After completion of construction activity, Peace River will remove all construction equipment and unused materials. Subject to Peace River's rights hereunder and to the extent not inconsistent therewith, Peace River will restore, as near as reasonably practicable, the surface of all disturbed areas of the Temporary Construction Property to pre-construction elevations, contours, grades, and condition, as the continued function and utility of the Temporary Construction Property.

4. The rights of Peace River shall cease and terminate, and all right, title and interest hereby conveyed shall revert to Owners or its successors and assigns, upon the earlier of: (i) two (2) years from the date of a signed agreement or order by this Court granting Peace River its easement rights; or (ii) the recording of a Certificate of Completion of the construction of the Waterline and Facilities by Peace River.

5. Owners retains the right and may continue to use the Temporary Construction Easement for any lawful purposes that do not directly interfere with Peace River's rights acquired hereunder.

6. Grantor represents to Grantee that the Easement Property is not leased, rented or occupied by any lessee or tenant.

7. In the event of a dispute between the parties hereto relating to this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees, paralegal fees and costs incurred from the date of the dispute through any appeals, bankruptcy proceeding or to collect or enforce any judgment.

8. The provisions of this Agreement shall run with the Easement Property and shall bind and inure to the benefit of the Grantor, Grantee and their respective heirs, successors, legal representatives and assigns.

9. The above recitals are true, correct and incorporated herein.

10. Grantor and Grantee each knowingly, voluntarily and intentionally waive any right to which either of them may have to a trial by jury with respect to any litigation or legal proceeding based upon or arising directly, indirectly or otherwise in connection with, out of, related to or from this Agreement.

11. This Agreement incorporates and describes all of the grants, undertakings, conditions, and consideration of the parties with respect to the Agreement. Grantor, in executing and delivering this Agreement, represents that Grantor has authority to bind and execute this Agreement and has not relied upon any promises, inducements or representations of Grantee or its agents or employees, except as expressly set forth herein.

12. This Agreement may be executed in counterparts, all of which together shall constitute a single document.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Signed, sealed and delivered  
in the presence of:

**GRANTOR: CLG LEGACY PROPERTIES, LLC.**

\_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

As Its: Manager

\_\_\_\_\_

Printed Name: Ronald L. Chapman

Address: 6841 Energy Court, Sarasota, FL 34240

Printed Name: \_\_\_\_\_

**ACKNOWLEDGEMENT**

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

The foregoing was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 2024, by \_\_\_\_\_, who is personally known to me; or produced a drivers license issued by the Florida Department of Motor Vehicles as identification; or produced the following as identification:

\_\_\_\_\_.

\_\_\_\_\_

Notary Public

Printed Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

My Commission No: \_\_\_\_\_

WITNESSES:

\_\_\_\_\_

Signature

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

\_\_\_\_\_

Printed Name: \_\_\_\_\_

**GRANTEE:**

PEACE RIVER MANASOTA REGIONAL

WATER SUPPLY AUTHORITY, an interlocal

governmental entity of the State of Florida

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

**ACKNOWLEDGEMENT**

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

The foregoing was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 2024, by \_\_\_\_\_, as \_\_\_\_\_ who is personally known to me; or produced a drivers license issued by the Florida Department of Motor Vehicles as identification; or produced the following as identification: \_\_\_\_\_.

\_\_\_\_\_

Notary Public

Printed Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

My Commission No: \_\_\_\_\_

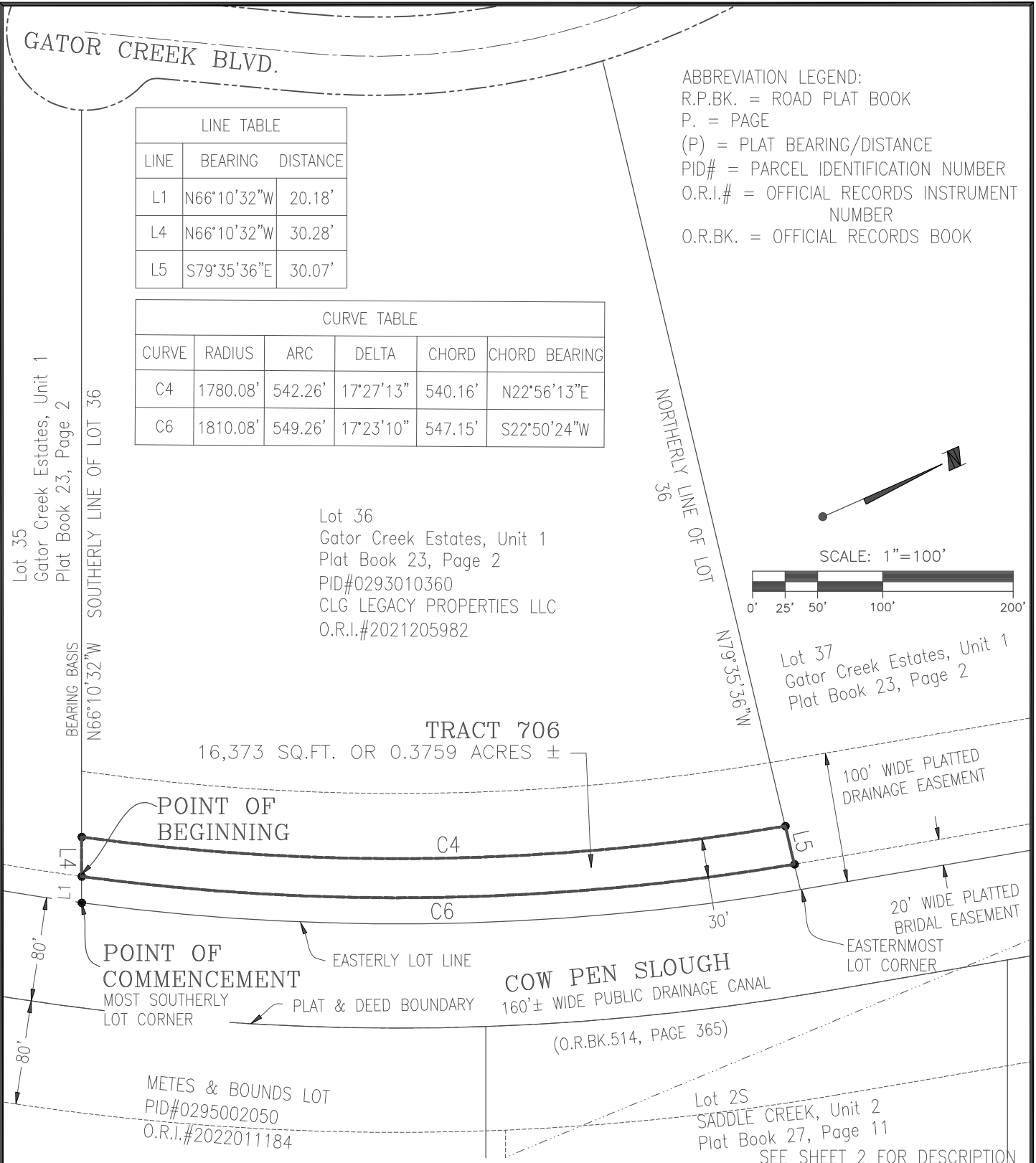
Approved to form and correctness:

\_\_\_\_\_

Douglas Manson, Esq., General Counsel



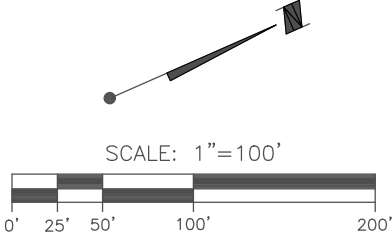
# EXHIBIT 1



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N66°10'32"W	20.18'
L4	N66°10'32"W	30.28'
L5	S79°35'36"E	30.07'

CURVE TABLE					
CURVE	RADIUS	ARC	DELTA	CHORD	CHORD BEARING
C4	1780.08'	542.26'	17°27'13"	540.16'	N22°56'13"E
C6	1810.08'	549.26'	17°23'10"	547.15'	S22°50'24"W

ABBREVIATION LEGEND:  
 R.P.BK. = ROAD PLAT BOOK  
 P. = PAGE  
 (P) = PLAT BEARING/DISTANCE  
 PID# = PARCEL IDENTIFICATION NUMBER  
 O.R.I.# = OFFICIAL RECORDS INSTRUMENT NUMBER  
 O.R.BK. = OFFICIAL RECORDS BOOK



Lot 36  
 Gator Creek Estates, Unit 1  
 Plat Book 23, Page 2  
 PID#0293010360  
 CLG LEGACY PROPERTIES LLC  
 O.R.I.#2021205982

**TRACT 706**  
 16,373 SQ.FT. OR 0.3759 ACRES ±

Lot 37  
 Gator Creek Estates, Unit 1  
 Plat Book 23, Page 2

Lot 25  
 SADDLE CREEK, Unit 2  
 Plat Book 27, Page 11  
 SEE SHEET 2 FOR DESCRIPTION

FOR: PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY **This is NOT a Survey and Not valid without all sheets.**  
 Feb 27, 2023 - 10:59:26 HCASALSJU:\177311750\drawings\survey\drawing\177311750v-spsk07.dwg

SKETCH & DESCRIPTION OF A TEMPORARY WATER MAIN EASEMENT IN  
 LOT 36, GATOR CREEK, UNIT 1, P.B.23, P.2,  
 SECTION 22, TOWNSHIP 37 S., RANGE 19 E.,  
 SARASOTA COUNTY, FLORIDA



**Stantec**  
 6920 Professional Parkway East, Sarasota, FL 34240-8414  
 Phone 941-907-6900 • Fax 941-907-6910  
 Certificate of Authorization #27013 • www.stantec.com  
 Licensed Business Number 7866

**TRACT 706**

TASK CODE: 6.4.1	DRAWN BY: JDN	CHKD BY: RRC	CAD FILE: 177311750v-spsk07	PROJECT NO: 177311750	SHEET 1 OF 2	DRAWING INDEX NO: 177311750v-spsk07	REV:
---------------------	------------------	-----------------	--------------------------------	--------------------------	-----------------	--	------

DESCRIPTION (as prepared by the certifying Surveyor and Mapper):

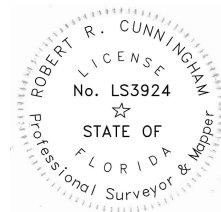
A 30' wide strip of land lying in Lot 36, Gator Creek Estates, Unit 1 as recorded in Plat Book 23, Page 2 in the Public Records of Sarasota County, Florida, Section 22, Township 37 South, Range 19 East, Sarasota County, Florida, being more particularly described as follows:

COMMENCE at the most southerly corner of said Lot 36, thence N.66°10'32"W., along the southerly line of said Lot 36, a distance of 20.18 feet to the POINT OF BEGINNING; thence continue N.66°10'32"W., along said southerly line of Lot 36, a distance of 30.28 feet, said point being the point of curvature of a non-tangent curve to the left, having a radius of 1,780.08 feet and a central angle of 17°27'13"; thence northeasterly along the arc of said curve, a distance of 542.26 feet, said curve having a chord bearing and distance of N.22°56'13"E., 540.16 feet, to a point on the northerly line of said Lot 36; thence S.79°35'36"E., along said northerly lot line, a distance of 30.07 feet, said point being the point of curvature of a non-tangent curve to the right, having a radius of 1,810.08 feet and a central angle of 17°23'10"; thence southwesterly along the arc of said curve, a distance of 549.26 feet, said curve having a chord bearing and distance of S.22°50'24"W., 547.15 feet to the POINT OF BEGINNING.

Said tract contains 16,373 square feet or 0.3759 acres, more or less.

NOTES:

1. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR ELECTRONIC SIGNATURE AND SEAL OF A FLORIDA SURVEYOR AND MAPPER.
2. BEARINGS SHOWN HEREON ARE ASSUMED AND RELATIVE TO THE SOUTHERLY LINE OF LOT 36, GATOR CREEK ESTATES, UNIT 1, BEING N.86°10'32"W.
3. THIS IS A SKETCH ONLY AND DOES NOT REPRESENT A FIELD SURVEY.



**Digitally signed  
by Robert R  
Cunningham  
Date: 2023.03.09  
07:00:26 -05'00'**

**03/09/2023**

*Robert R. Cunningham, P.S.M.  
Florida Registration No. 3924*

*Date of Signature*

FOR: PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY      **This is NOT a Survey and Not valid without all sheets.**  
Feb 27, 2023 - 10:59:26      HCASALSJU:\177311750\drawings\survey\drawing\177311750v-spsk07.dwg

SKETCH & DESCRIPTION OF A TEMPORARY WATER MAIN EASEMENT IN LOT 36, GATOR CREEK, UNIT 1, P.B.23, P.2., SECTION 22, TOWNSHIP 37 S., RANGE 19 E., SARASOTA COUNTY, FLORIDA



**Stantec**  
6920 Professional Parkway East, Sarasota, FL 34240-8414  
Phone 941-907-6900 • Fax 941-907-6910  
Certificate of Authorization #27013 • www.stantec.com  
Licensed Business Number 7866

**TRACT 706**

TASK CODE: 6.4.1	DRAWN BY: JDN	CHKD BY: RRC	CAD FILE: 177311750v-spsk07	PROJECT NO: 177311750	SHEET 2 OF 2	DRAWING INDEX NO: 177311750v-spsk07	REV:
---------------------	------------------	-----------------	--------------------------------	--------------------------	-----------------	--	------

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**  
**BOARD OF DIRECTORS MEETING**  
*April 3, 2024*

**CONSENT AGENDA**  
**ITEM 10**

**Work Order to McKim & Creed for Electrical and Instrumentation and Control Services**

---

**Recommended Action -**

**Motion** to approve and authorize the Executive Director to execute a Work Order to McKim & Creed under their Continuing Service Contract for an amount not to exceed \$379,500 for Electrical and Instrumentation and Control Services identified in the attached Scope and Fee dated March 7, 2024.

The Authority's Surface Water System Expansion Project (SWSEP) has multiple project components that will collectively increase production capacity at the Peace River Facility. Component projects include the PR3 Project (new Reservoir, Conveyance System and Pump Stations), and expansion of Water Treatment Plant (WTP) capacity. Component projects are likely to be designed by different engineering firms and constructed by different construction firms, which presents a scenario where standardization across the projects will be difficult to achieve without proactive input on design standards and equipment selection. This standardization is critical for future maintenance and operation of the system by insuring consistency with existing infrastructure and procedures. Standardization in equipment selection will also reduce operating costs and downtime through minimizing spare parts inventory.

To ensure a common approach and adherence to standards, staff recommends engaging McKim & Creed under their existing continuing services contract to act as a representative of the Authority and enforce a common approach and standardization across all SWSEP projects. This involvement will begin with the design phase and proceed through the construction phase. McKim & Creed, acting as an extension of staff, will attend meetings, review design documents, provide input on contractor award, review bids, answer bid and construction RFI's, attend construction meetings, attend the factory acceptance tests, and provide startup and commissioning support for an amount not to exceed \$379,500, which includes \$25,000 in Owner's Allowance which may be used only with prior written approval of Authority and will remain in effect until project startup and commissioning is completed.

**Budget Action** – No action is required. Funds for this Work Order are included in the 2024 budget.

**Attachments:**

McKim & Creed Scope and Fee Proposal



ENGINEERS

SURVEYORS

PLANNERS

March 7, 2024

240676

Mr. Richard Anderson  
Peace River Manasota Regional Water Supply Authority  
8998 SW County Road 769  
Arcadia, FL 34269

**RE: Electrical and I&C Subject Matter Expert Proposal**

Dear Mr. Anderson,

We are excited to assist the Authority in its upcoming reservoir, conveyance and Water Treatment Plant projects by acting as the subject matter expert (SME) for the electrical and I&C portions of those scopes. In this role we will represent the Authority to ensure the designs and implementation meet the standards and quality needed for a single, common approach. We have prepared a scope and fee per our conversations to provide this important service.

If you have any questions, or require additional information, please feel free to give me a call.

Sincerely,

Mike Stoup, P.E.  
Vice President and Manager E&I Group

Enclosures

cc: Proposal File

1 North Cattleman Road

Suite 106

Sarasota, FL 34232

941.379.3404

Fax 941.203.1956

www.mckimcreed.com

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY  
ELECTRICAL AND I&C SME  
SCOPE OF SERVICES**

*March 7, 2024*

**I. PROJECT DESCRIPTION**

The Peace River Manasota Regional Water Supply Authority (PRMRWSA) has three upcoming projects to increase their capabilities and capacity. These three projects are related to their reservoir, conveyance system (including the pump station), and Water Treatment Plant (WTP). All three projects are likely to be designed by different engineering firms and constructed by different construction firms, which presents a scenario where standardization across the three projects may be difficult to achieve. This standardization is critical for future maintenance and operation of the system to reduce costs and increase uptime.

To ensure a common approach and adherence to standards, the Authority has decided to engage McKim & Creed to act as a representative of the Authority and enforce the common approach and standardization across all three projects. This involvement will begin with the design phase and proceed through the construction phase. McKim & Creed will attend meetings, review design documents, provide input on contractor award, review bids, answer bid and construction RFI's, attend construction meetings, attend the factory acceptance tests, and provide startup and commissioning support.

**II. SCOPE OF SERVICES**

M&C will execute this project in collaboration and coordination with the PRMRWSA staff. We have itemized the scope items below to provide a detailed list of tasks required for this service. We have included the following scope items:

**Task 1 – Reservoir Project SME**

1. Review the designs and specifications from the engineer. Due to the progress of the project, we anticipate reviewing the 90% and IFB issues.
2. Provide input into RFI's during bidding. We have estimated 5 RFI's will require our input.
3. Provide input into the contractor award decision.
4. Provide input into RFI's during construction. We have estimated 5 RFI's will require our input.
5. Review the testing, startup and commissioning plan and provide comments.

### **Task 2 – Conveyance Project SME**

1. Review the designs and specifications from the engineer. Due to the progress of the project we anticipate reviewing the 60%, 90% and IFB issues.
2. Provide input into RFI's during bidding. We have estimated 5 RFI's will require our input.
3. Provide input into the contractor award decision.
4. Provide input into RFI's during construction. We have estimated 15 RFI's will require our input.
5. Review the testing, startup and commissioning plan and provide comments.

### **Task 3 – Water Treatment Plant Project SME**

1. Review the designs and specifications from the engineer. Due to the progress of the project we anticipate reviewing the 60%, 90% and IFB issues.
2. Provide input into RFI's during bidding. We have estimated 10 RFI's will require our input.
3. Provide input into the contractor award decision.
4. Provide input into RFI's during construction. We have estimated 25 RFI's will require our input.
5. Review the testing, startup and commissioning plan and provide comments.

### **Task 4- Time and Material Support**

Due to the unknown requirements for support during meetings, workshops, factory acceptance testing, and commissioning, those activities have been separated from the base fee and will be provided on a time and material basis. Those tasks include the following.

1. Attend design and construction meetings/workshops both virtually and on-site throughout the three projects. We have estimated a total of 40 meetings/workshops.
2. Attend the factory acceptance testing of the control panels for the three projects. We have estimated a total of 10 days for the three projects.
3. Provide startup and commissioning on-site assistance for the three projects. We have estimated a total of 18 days for the three projects.



**Task 5 Owners Allowance (\$25,000)**

1. An Owners Allowance is included to be used at the owner's discretion and written authorization.

**III. ASSUMPTIONS AND CLARIFICATIONS**

1. This proposal is valid for 60 days from the date of issuance.
2. This proposal is limited to the electrical and I&C portions of the project scopes.

**IV. SCHEDULE**

Our involvement will follow each project's design and construction schedule. The tentative program completion date is January 2028.

**V. FEE**

McKim & Creed will provide the scope of services above for the total fee of \$379,500.00. Tasks 1, 2 and 3 will be provided as a lump sum. Tasks 4 and 5 will be provided on a time and material basis. A breakdown of the fees is shown below.

Task 1: Reservoir Project SME	\$ 33,632.00
Task 2: Conveyance Project SME	\$ 55,992.00
Task 3: Water Treatment Plant SME	\$ 93,994.00
Task 4: Time and Material Support	\$170,882.00
Task 5: Owner's Allowance	<u>\$ 25,000.00</u>
<b>TOTAL</b>	<b>\$379,500.00</b>

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**  
**BOARD OF DIRECTORS MEETING**  
*April 3, 2024*

**REGULAR AGENDA**  
**ITEM 1**

**Water Supply Conditions Report**

---

**Presenter -** Richard Anderson, Deputy Director

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

Water Supply Conditions at the Peace River Facility as of March 18, 2024.

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

March Water Demand	28.77 MGD
March River Withdrawals	23.07 MGD
<u>Storage Volume:</u>	
Reservoirs	6.66 BG
ASR	<u>8.72 BG</u>
Total	15.38 BG

**Attachments:**

Presentation Materials

# Water Supply Conditions



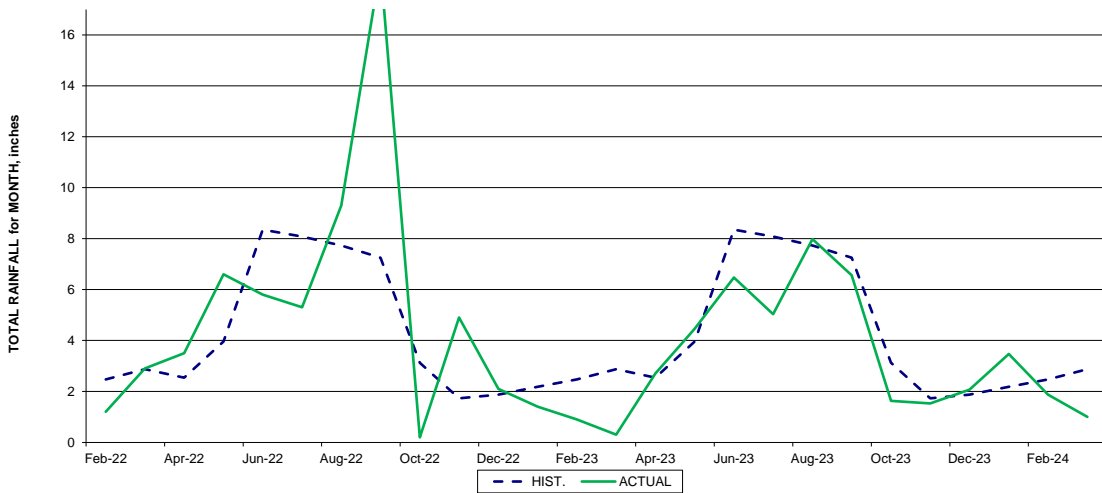
**Regular Item 1  
April 03, 2024**



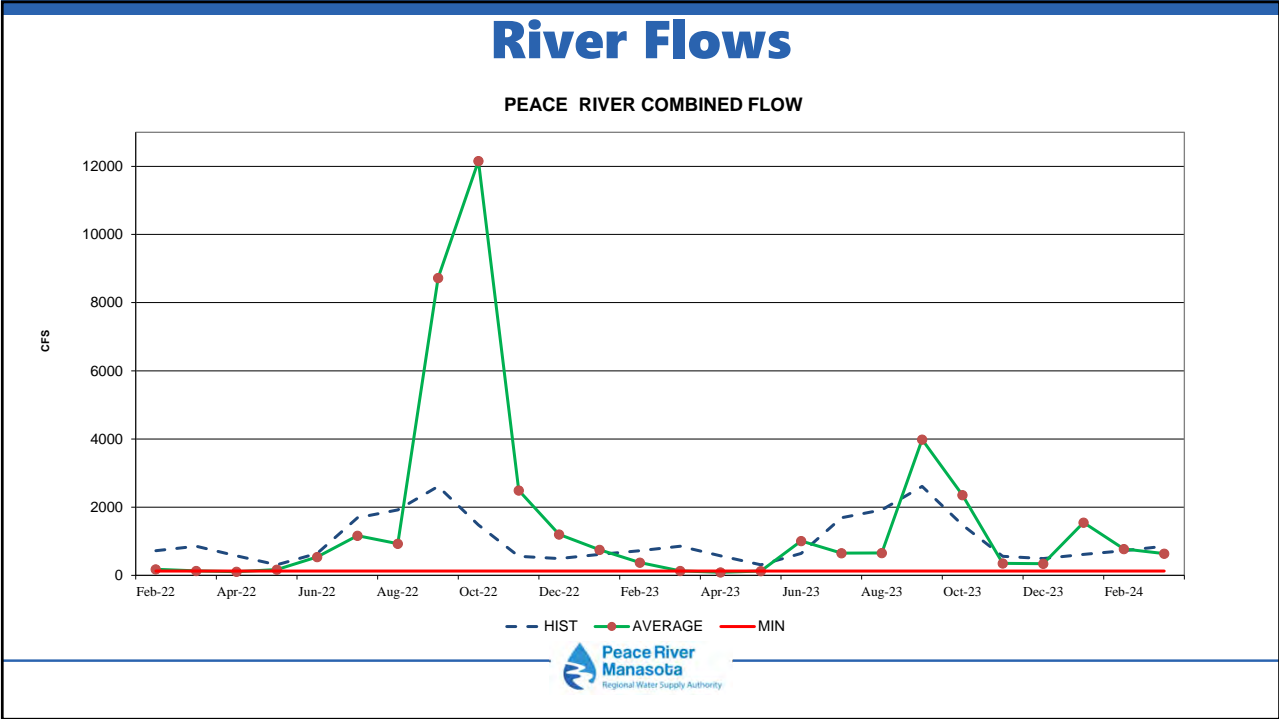
1

## Peace River Basin Average Rainfall

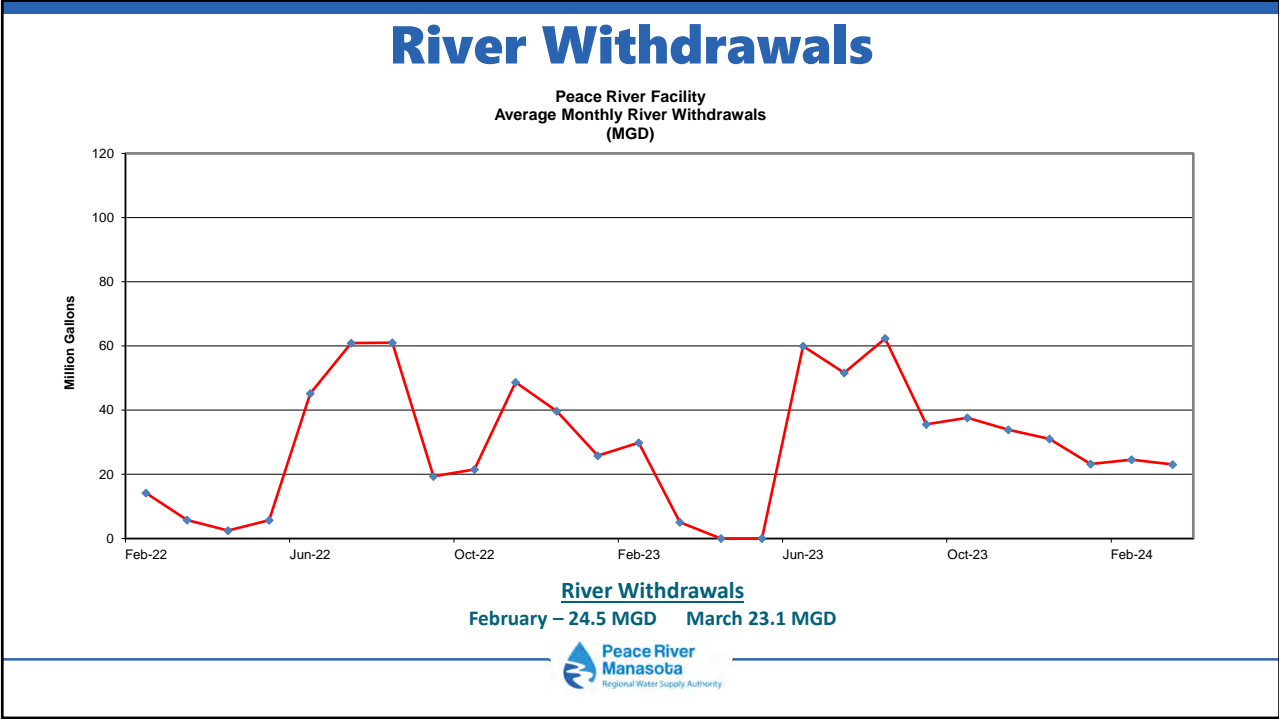
PEACE RIVER BASIN AVERAGE RAINFALL



2



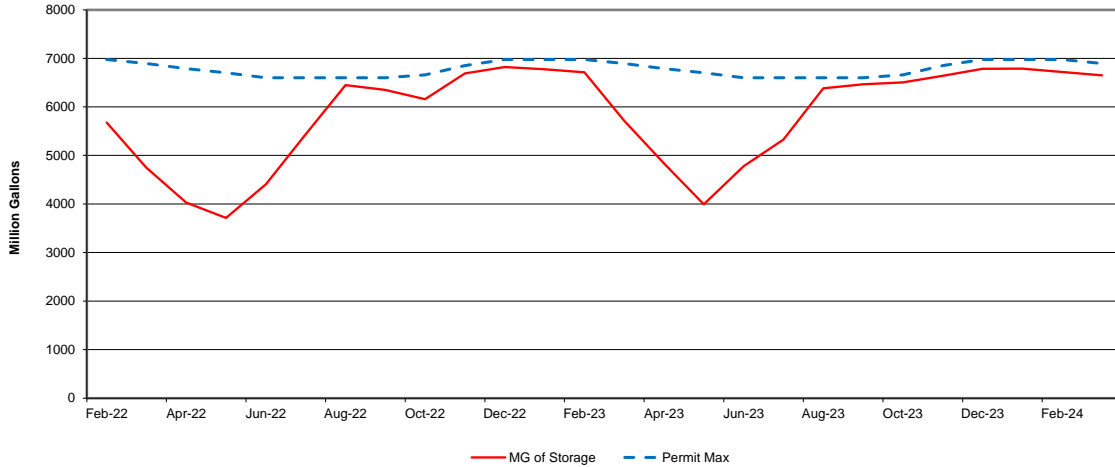
3



4

# Surface Water Storage

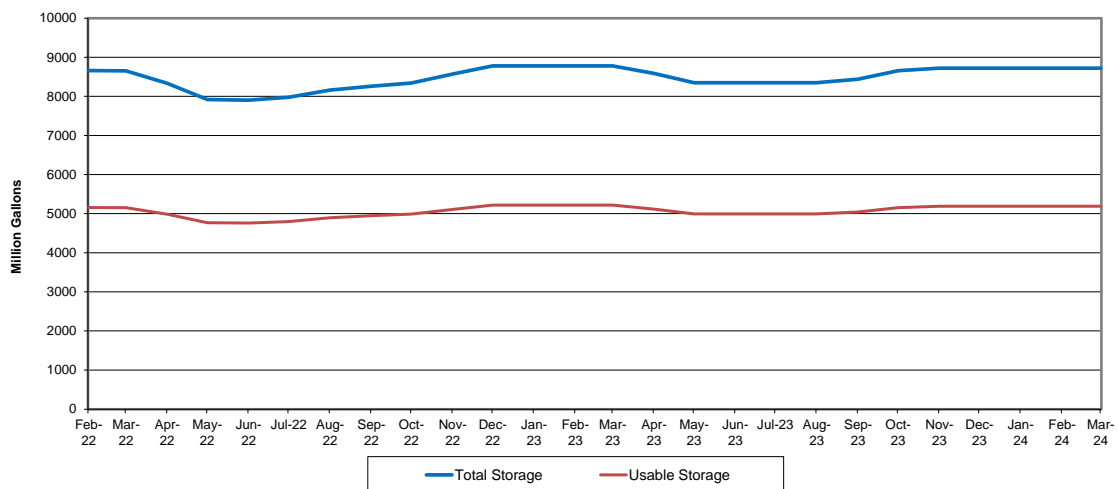
Peace River Facility Reservoir System Storage



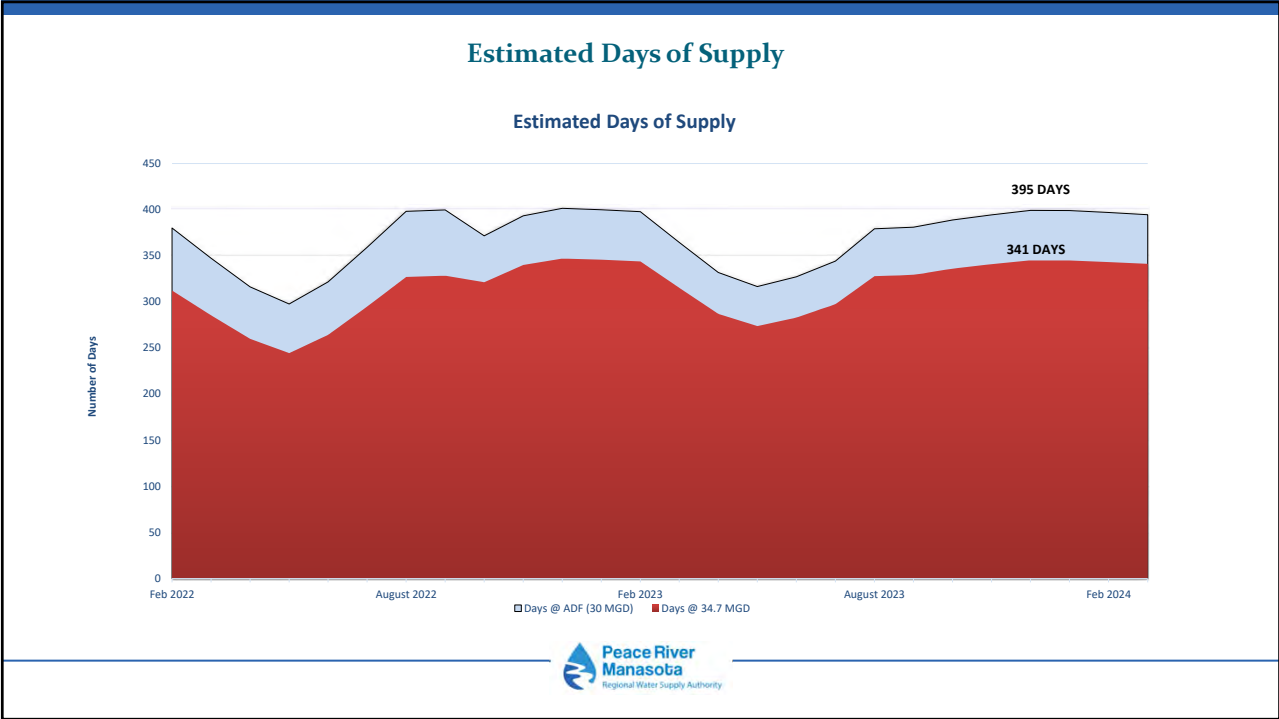
5

# ASR Storage

Peace River Facility ASR System Storage




6



7

## Regional Water Production and Use February 2024



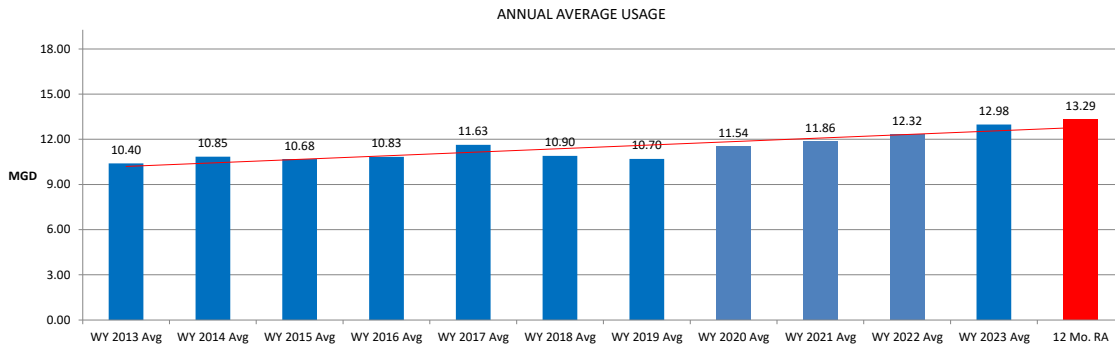
Source	Capacity [MGD]	FEB 2024 [MGD]
<b>Authority System</b>	<b>34.70</b>	<b>28.63</b>
<b>County &amp; City Facilities</b>	<b>69.97</b>	<b>55.84</b>
<b>Total Capacity &amp; Production</b>	<b>104.7</b>	<b>84.47</b>
<b>Export to Non Authority Customers</b>	<b>NA</b>	<b>3.43</b>
<b>Authority Customer Total Water Use</b>	<b>104.7</b>	<b>81.04</b>

8



## Charlotte County

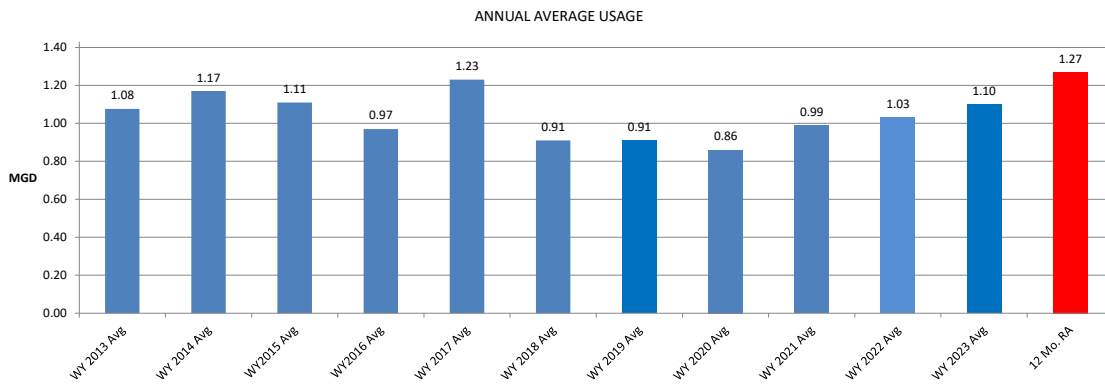
SOURCE	CAPACITY [MGD]	FEBRUARY 2024 [MGD]	% UTILIZED
<b>Peace River Facilities</b>	<b>16.10</b>	<b>12.65</b>	<b>76%</b>
<b>Charlotte Self Supply</b>	<b>3.17</b>	<b>0.89</b>	<b>25%</b>
<b>TOTAL</b>	<b>19.27</b>	<b>13.53</b>	<b>68%</b>



9

## Desoto County

SOURCE	CAPACITY [MGD]	FEBRUARY 2024 [MGD]	% UTILIZED
<b>Peace River Facilities</b>	<b>0.695</b>	<b>1.19</b>	<b>180%</b>
<b>Desoto Self Supply</b>	<b>0.75</b>	<b>0.30</b>	<b>40%</b>
<b>TOTAL</b>	<b>1.425</b>	<b>1.49</b>	<b>109%</b>

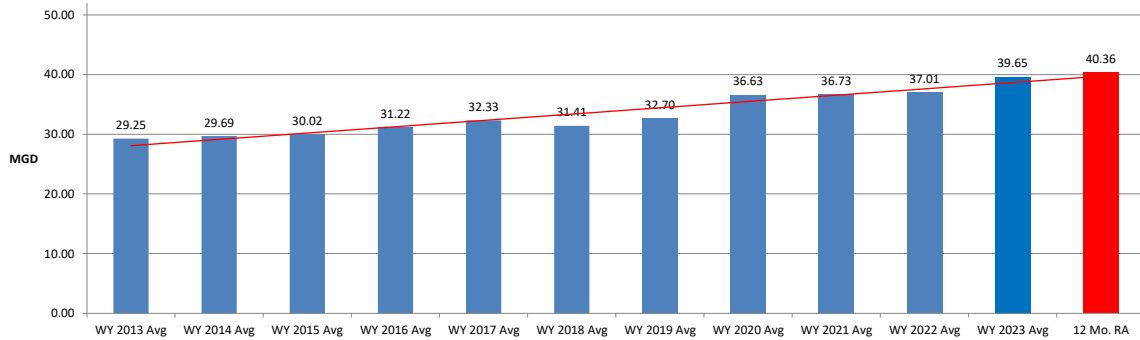


10

## Manatee County

SOURCE	CAPACITY [MGD]	FEBRUARY 2024 [MGD]	% UTILIZED
<b>Manatee Self Supply</b>	<b>52.00</b>	<b>38.93</b>	<b>73%</b>
<b>Export to Sarasota Co.</b>	<b>NA</b>	<b>3.86</b>	
<b>Export to Others</b>	<b>NA</b>	<b>3.43</b>	
<b>TOTAL</b>	<b>52.00</b>	<b>46.21</b>	<b>87%</b>

ANNUAL AVERAGE USAGE

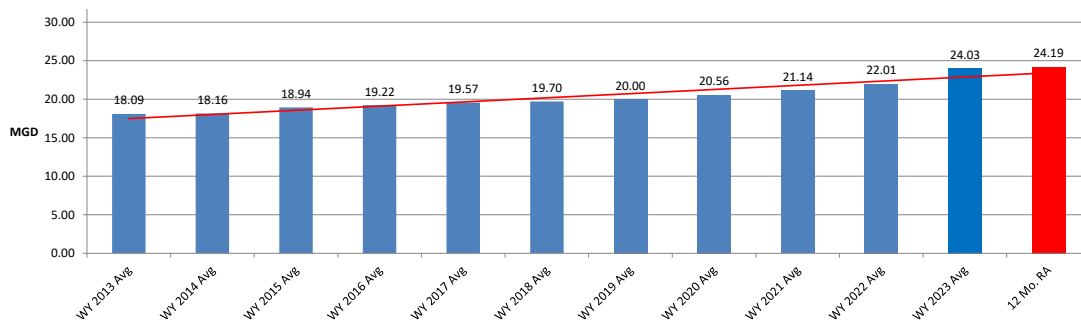


11

## Sarasota County

SOURCE	CAPACITY [MGD]	FEBRUARY 2024 [MGD]	% UTILIZED
<b>Peace River Facilities</b>	<b>15.06</b>	<b>13.69</b>	<b>86%</b>
<b>Import from Others</b>	<b>5.00</b>	<b>3.87</b>	<b>79%</b>
<b>County Self Supply</b>	<b>10.52</b>	<b>6.59</b>	<b>63%</b>
<b>TOTAL</b>	<b>33.58</b>	<b>24.15</b>	<b>70%</b>

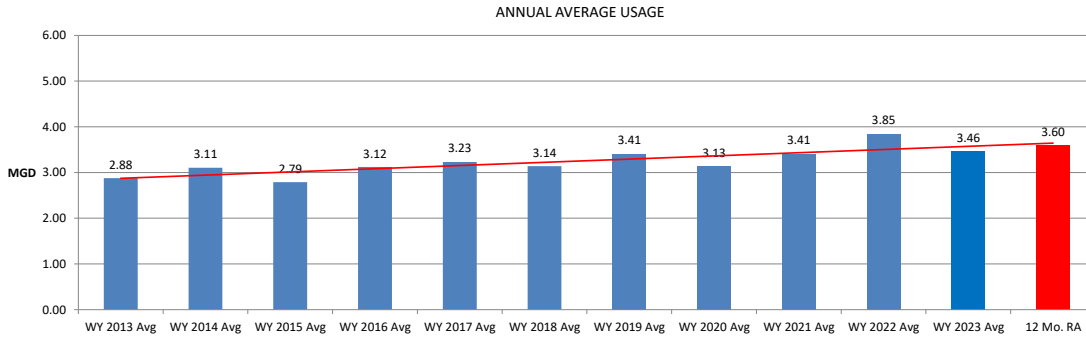
ANNUAL AVERAGE USAGE



12

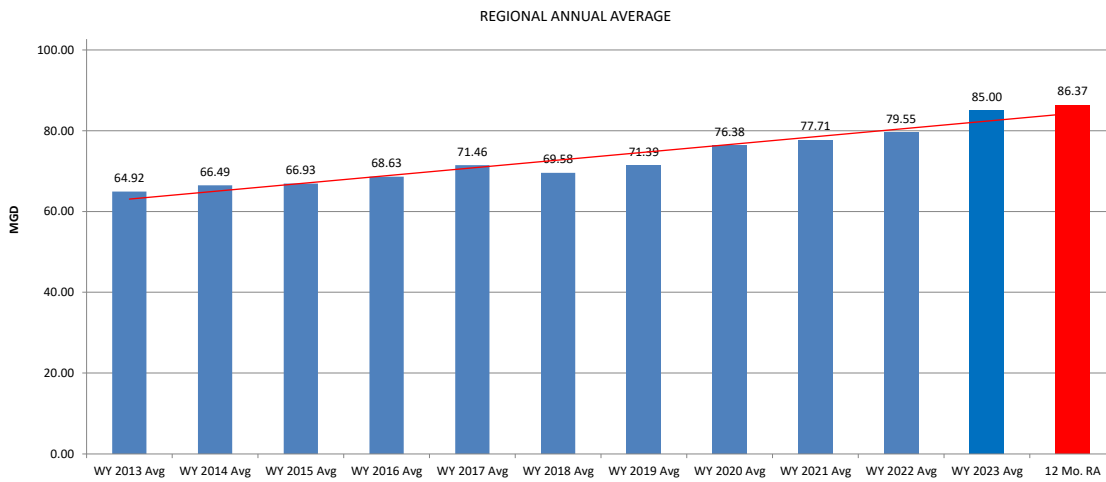
## North Port

SOURCE	CAPACITY [MGD]	FEBRUARY 2024 (MGD)	% UTILIZED
<b>Peace River Facilities</b>	<b>2.865</b>	<b>1.09</b>	<b>58%</b>
<b>North Port Self Supply</b>	<b>3.30</b>	<b>2.79</b>	<b>58%</b>
<b>Water Exchanged</b>	<b>N/A</b>	<b>-0.01</b>	
<b>TOTAL</b>	<b>6.165</b>	<b>3.87</b>	<b>57%</b>



13

## Regional Demand



14

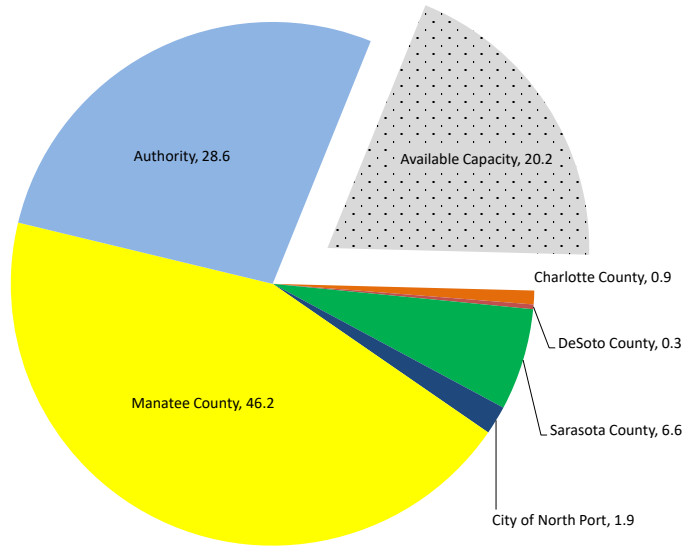
## Regional Utilization February 2024

**104.7  
MGD  
Available**

**84.5  
MGD  
Used**

**20.20  
MGD  
Available**

**80.7%  
Utilized**



15

## Questions?



16

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**  
**BOARD OF DIRECTORS MEETING**  
*April 3, 2024*

**REGULAR AGENDA**  
**ITEM 2**

**2024 Legislative Update**

---

**Presenter -**

Katie Kelly - Manson, Bolves, Donaldson & Tanner

**Recommended Action -**

**Status Report:** This item is provided for Board information and no action is required.

The 2023-2024 Florida legislative regular session started January 9<sup>th</sup> and was completed March 8<sup>th</sup>. Katie Kelly, Governmental Affairs Specialist with Manson Bolves Donaldson Tanner will recap the Session and discuss legislative action affecting the Authority's adopted legislative priorities.

**Budget Action:** None required.

**Attachments:**

Tab A Presentation Materials

Tab B Authority 2024 Legislative Priorities

**TAB A**  
Presentation Materials



# 2024 Legislative Overview

Peace River Manasota  
Regional Water Supply  
Authority

April 3rd, 2024

Manson Bolves Donaldson Tanner

Presented By : Katie Kelly



## 2024 Legislative Session Bill Statistics



TOTAL BILLS  
FILED

1957



TOTAL BILLS  
PASSED

325



TOTAL BILLS  
TRACKED FOR  
PRMRWSA

103



APPROVED  
OR VETOED

45 approved  
2 vetoed

## FY 2024-25 Focus on Florida's Future Budget Highlights

The Legislature approved a \$117.46B budget, which is \$3B more than Governor DeSantis proposed last fiscal year. Highlights include:

### \$10 B in Total Reserves:

- \$5.1B General Revenue Unallocated
- \$4.4B Budget Stabilization Fund (\$300M added)
- \$500M added to the Emergency Preparedness and Response Fund
- \$500M authorized to retire outstanding state debt



Manson Bolves Donaldson Tanner

## 2024 Environmental Budget Highlights

FY 2024-2025 Environmental Budget Total: \$9.9B

### Water Quality Improvements: \$1.7B

- Water Supply Grant Program: \$25M
- Water Projects: \$410.4M
- Alternative Water Supply: \$55M
- Springs Restoration: \$55M

### Flood and Sea Level Rise Program

\$125M

### Florida Forever and Land Acquisition

\$528.6M

### Water Infrastructure Improvements

\$178.3M

Manson Bolves Donaldson Tanner

# FY 2024-2025 Authority Appropriations Request



Senator Jim Boyd



Representative James Buchanan



Regional Transmission System Expansion Funded

\$2.5M

Manson Bolves Donaldson Tanner

## Bills of Interest

**CS/CS/CS/HB 149**

Continuing Contracts

**CS/CS/CS/HB 275**

Offenses Involving Infrastructure

**CS/CS/CS/SB 1532**

Mitigation

**CS/CS/HB 1557**

Florida Department of Environmental Protection

Manson Bolves Donaldson Tanner

# Bills of Interest

## CS/SB 1638

Funding for Environmental Resource Management

## CS/CS/HB 7013

Special Districts

## CS/SB 7040

Ratification of DEP's Rules Relating to Stormwater

## Southwest Florida Water Management District

Executive Confirmations by the Senate

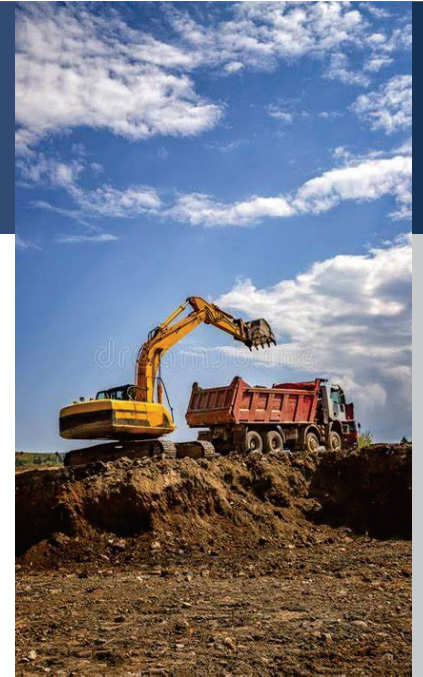
Manson Bolves Donaldson Tanner

## CS/CS/CS/HB 149

Continuing Contracts by Rep. Danny Alvarez

This legislation:

- Allows governmental entities to select construction or program management entities responsible for project scheduling, coordination, and completion.
- Permits these entities to retain necessary design professionals and, if required, to offer a guaranteed maximum or lump-sum price and completion date.
- Authorizes entering into continuing contracts for construction projects where each project's estimated cost does not exceed \$7.5 million.
- Requires the Department of Management Services to adjust the maximum project cost annually based on the Consumer Price Index and publish it on its website.
- Defines "continuing contract" and updates procedures and definitions related to acquiring professional services, including the new maximum project cost.



Manson Bolves Donaldson Tanner



## CS/CS/CS/HB 275

Offenses Involving Critical Infrastructure by  
Rep. Jennifer Canady

This legislation:

- Defines "critical infrastructure" as various significant assets and facilities, including energy, manufacturing, communications, and transportation infrastructures, among others.
- Establishes a second-degree felony charge for knowingly and intentionally tampering with critical infrastructure resulting in damage or functional impairment that incurs a repair cost of \$200 or more.
- Holds individuals civilly liable for thrice the damage caused by improper tampering with critical infrastructure upon conviction of the specified violation.
- Institutes a third-degree felony charge for trespassing on critical infrastructure after being given notice against entering or remaining.
- Criminalizes unauthorized electronic access or tampering with computers, systems, or networks of critical infrastructure entities, categorizing unauthorized access as a third-degree felony and tampering as a second-degree felony.



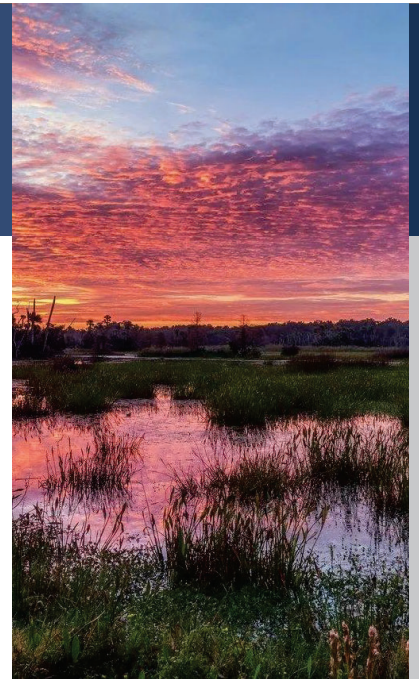
Manson Bolves Donaldson Tanner

## CS/CS/CS/SB 1532

Mitigation by Senator Jason Brodeur

This legislation:

- Defines "applicant" to include both governmental and private sector entities seeking to purchase water quality enhancement credits.
- Allows water quality enhancement credits to be sold to applicants, not just governmental entities, to address water quality impacts.
- Specifies that water quality enhancement areas must address water quality standards or environmental resource permit performance standards.
- Enables local governments with lands in credit-deficient basins to consider bids from private-sector applicants to establish mitigation banks.
- Sets conditions under which basins are considered credit-deficient, requiring documented shortage of specific habitat type credits.
- Prohibits the use of public funds for financial assurances related to the construction and long-term management of mitigation banks.
- Requires use agreements for mitigation banks on local government lands to include long-term stewardship by the local government and financial assurances for construction, operational, and long-term management by the private applicant.
- Specifies that the location of a proposed mitigation bank on or adjacent to local government conservation lands does not increase its value in terms of mitigation credit assessment.



Manson Bolves Donaldson Tanner

# CS/CS/HB 1557

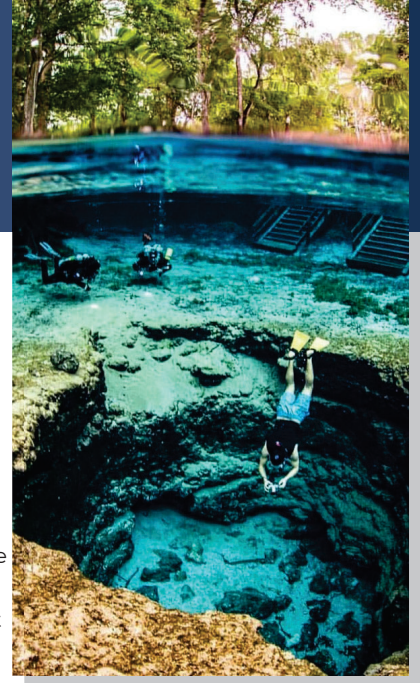
Department of Environmental Protection  
by Rep. Linda Chaney

This legislation:

- Prohibits operating a vessel in a manner that causes seagrass scarring in most aquatic preserves.
- Establishes the Kristin Jacobs Coral Reef Ecosystem Conservation Area as a new aquatic preserve.
- Requires water management districts to develop rules encouraging the use of reclaimed water by December 31, 2025.
- Defines "Florida Flood Hub" for applied research and innovation.
- Amends the use of Resilient Florida Grant Program funds for counties and municipalities, emphasizing flood and sea level rise preparations.



- Enhances coordination for flood vulnerability and statewide resilience planning, including the incorporation of new data sets and assessments.
- Revises enforcement strategies for the Department of Environmental Protection, including increased penalties for onsite sewage treatment and disposal system violations.
- Requires domestic wastewater facilities to implement reuse when feasible and to meet advanced waste treatment standards under certain conditions.



Manson Bolves Donaldson Tanner

# CS/SB 1638

Funding for Environmental Resource Management  
by Sen. Travis Hutson

This legislation:

- Directs a specified percentage of revenue share payments to the Indian Gaming Revenue Trust Fund for conservation lands, resiliency, and clean water projects.
- Creates the Local Trail Management Grant Program to aid local governments with trail maintenance within the Florida Greenways and Trails System.
- Authorizes the Fish and Wildlife Conservation Commission to enter voluntary agreements with private landowners for environmental services within the Florida wildlife corridor.
- Mandates the Department of Environmental Protection to prioritize projects within the water quality improvement grant program that show maximum nutrient load reduction and project readiness among other criteria.



- Allocates funds for various environmental management activities including land acquisition, management of uplands, removal of invasive species, and support for the Florida wildlife corridor and local trail management.
- Requires annual reports on grant awards and funded projects to the Governor and Legislature, detailing project descriptions, costs, and outcomes.
- Appropriates funds from the General Revenue Fund, Water Protection and Sustainability Program Trust Fund, and other funds for specified fiscal years to support the initiatives.



Manson Bolves Donaldson Tanner



## CS/CS/HB 70 13

Special Districts by Rep, Jenna Persons-Mulicka

This legislation:

- Prohibits the creation of new safe neighborhood improvement districts after July 1, 2024, allowing existing ones to continue operating.
- Limits the term of office for elected members of independent special district governing bodies to no more than 12 consecutive years, exempting community development districts established under chapter 190 or districts created by a special act granting additional powers.
- Mandates that independent special districts' boundaries can only be changed by general law or special act, with an exception for those established under chapter 190.
- Introduces additional criteria for declaring a special district inactive, including lack of financial activity for five years and mandates providing notice and a 30-day objection period before declaring a district inactive.
- **Requires special districts to establish and publish annual performance measures and mandates the Office of Program Policy Analysis and Government Accountability to conduct performance reviews.**
- Obliges special districts to file tentative work plans and budgets, with the Department of Agriculture and Consumer Services reporting failures to submit required information to the Department of Commerce.



Manson Bolves Donaldson Tanner

## CS/SB 7040

Ratification of the Department of Environmental Protection's Rules Relating to Stormwater by Senate Environment and Natural Resources Committee

This legislation:

- Ratifies rule 62-330 titled "Environmental Resource Permitting" filed for adoption on April 28, 2023.
- Mandates future amendments to specified sections of rule 62-330.010, Florida Administrative Code, to be submitted and approved by the Legislature.
- Implements changes outlining requirements for stormwater management systems, such as reductions in pollutant loadings and inspection protocols.
- Introduces exemptions for certain projects submitted or approved prior to specified dates from the amendments to Chapter 62-330, F.A.C., and corresponding amendments.
- Establishes a framework for stormwater treatment systems to achieve specified pollutant reduction goals, including total phosphorus (TP) and total nitrogen (TN).
- Requires all operation and maintenance entities, other than MS4 Entities, to report inspections in accordance with the updated section and applicable rules and laws.
- Exempts stormwater management and design plans approved before January 1, 2024, from the amendments for a specified duration, with certain conditions for planned unit developments and developments of regional impact.

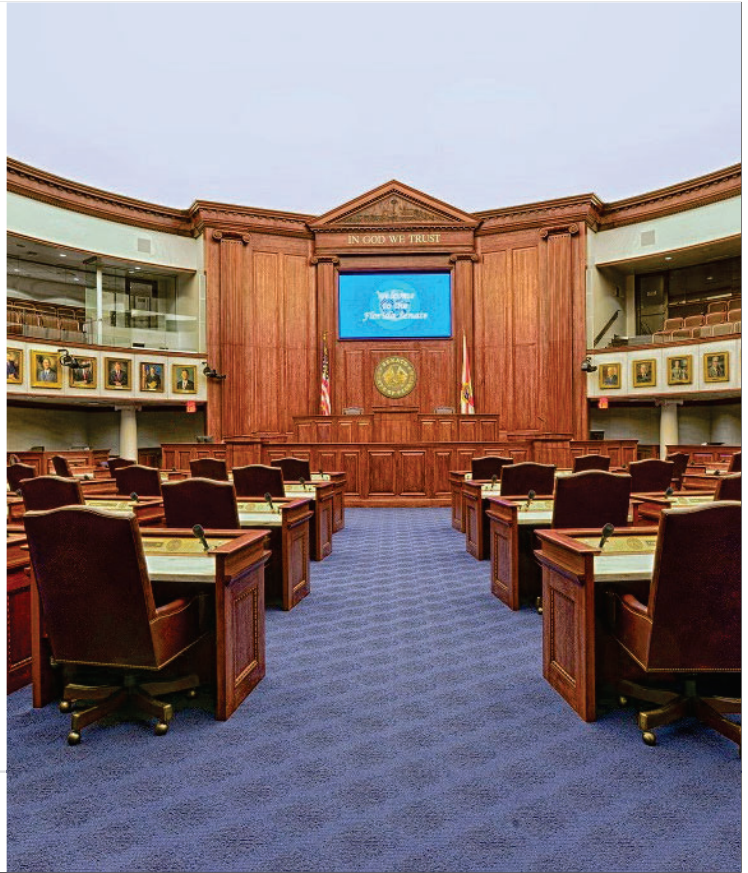


Manson Bolves Donaldson Tanner

## Southwest Florida Water Management District Confirmations

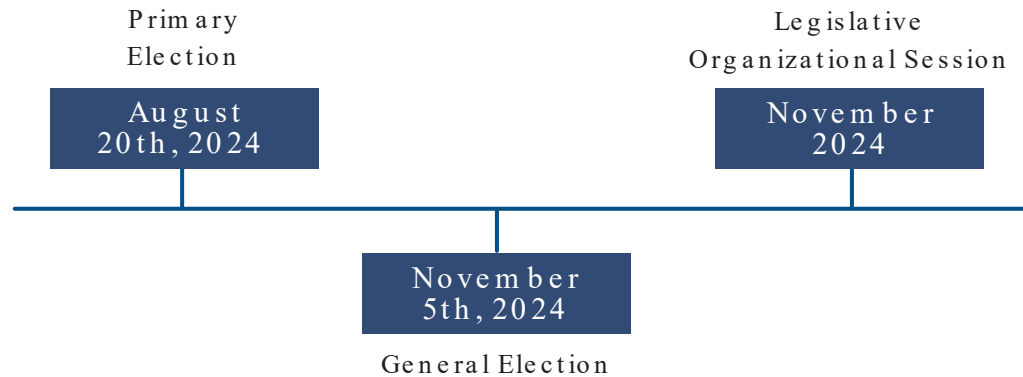
The following executive appointments were confirmed by the Florida Senate on March 7, 2024:

- Brian Armstrong, Executive Director
  - *Pleasure of the Board*
- Ashley Barnett, Governing Board
  - Term Expires March 1, 2027
- Kelly Rice, Governing Board
  - Term Expires March 1, 2027
- Joel Schleicher, Governing Board
  - Term Expires March 1, 2027
- Nancy Watkins, Governing Board
  - Term Expires March 1, 2025



Manson Bolves Donaldson Tanner

## 2024 Election Dates



Manson Bolves Donaldson Tanner

# The Team



Doug Manson  
President and Shareholder



Laura Donaldson  
Shareholder



Katie Kelly  
Government Affairs Specialist

Manson Bolves Donaldson Tanner


# Thank you



Contact us to get more info

 [KKelly@mansonbolves.com](mailto:KKelly@mansonbolves.com)

 106 E. College Ave, Suite 820, TLH

 850-933-2822

 [www.mansonbolves.com](http://www.mansonbolves.com)

Manson Bolves Donaldson Tanner

**TAB B**  
Authority 2024 Legislative Priorities

**Peace River Manasota Regional Water Supply Authority  
Legislative Priorities 2024**

Issue	Legislative/ Regulatory	Activity	Results
<b>STATE</b>			
<p>State Water Infrastructure Funding</p> <ul style="list-style-type: none"> <li>• Support State funding for Authority water projects that strengthen resiliency of the regional system.</li> <li>• Support State funding for alternative water supply with priority given to regional projects.</li> <li>• Support funding of State trust funds established in existing statutes.               <ul style="list-style-type: none"> <li>○ Water Protection and Sustainability Program; and</li> <li>○ West-Central Florida Water Restoration Action Plan.</li> </ul> </li> </ul>	Legislative	Submit appropriations requests for State funding. Monitor and participate in legislative process	<p><b>Regional Transmission System Expansion Appropriations Request</b></p> <ul style="list-style-type: none"> <li>• HSE #3367 by Rep. James Buchanan.</li> <li>• Appropriation was included in the approved proposed House budget.</li> <li>• LFIR #1137 by Sen. Jim Boyd.</li> <li>• Appropriation was included in the final budget.</li> </ul> <p><b>Surface Water Expansion Appropriations Request</b></p> <ul style="list-style-type: none"> <li>• HSE #3591 by Leader Michael Grant.</li> <li>• LFIR #3112 by Leader Ben Albritton.</li> <li>• Appropriation was not included in the final budget.</li> </ul> <p><b>HB 5001 – Appropriations</b></p> <ul style="list-style-type: none"> <li>• \$2,500,000 appropriation request for Regional Transmission System Expansion.</li> <li>• \$55,000,000 appropriation for alternative water supply projects.</li> <li>• \$410,000,000 for general water projects.</li> <li>• \$125,000,000 for Statewide Flooding and Sea Level Rise Resilience Plan.</li> <li>• \$178,000,000 for water infrastructure improvements.</li> <li>• \$528,600,000 for Florida Forever and land acquisition programs.</li> </ul> <p><i>HB 5001 was approved on March 8, 2024.</i></p> <p><b>CS/SB 1638 – Funding for Environmental Resource Management</b></p> <ul style="list-style-type: none"> <li>• The lesser of 26.042% or \$100,000,000 annually for the Resilient Florida Trust Fund from the Indian Gaming Revenue Trust Fund.</li> </ul> <p><i>CS/SB 1638 was approved on March 5, 2024.</i></p>



<p>Legislation related to the implementation/ratification of potable reuse rules.</p>	<p>Legislative</p>	<p>Monitor and participate in legislative process</p>	<p><b>CS/CS/HB 1557 by Rep. Chaney and CS/CS/SB 1386 by Sen. Calatayud – Department of Environmental Protection</b></p> <ul style="list-style-type: none"> <li>Requires each of the 5 WMDs and DEP to develop rules by December 31, 2025, that promote the reuse of reclaimed water and encourage potable water offsets that produce significant water savings beyond those required in a WUP.</li> </ul> <p><i>CS/CS/HB 1557 was approved on March 5, 2024.</i></p>
<p>Legislation that may revise aquifer storage and recovery requirements and support any legislation that would benefit the Authority’s ASR program.</p>	<p>Legislative</p>	<p>Monitor and participate in legislative process</p>	<p><i>Legislation was not filed nor were there any amendments filed addressing ASR.</i></p>
<p>Legislation that revises Chapter 373, Florida Statutes.</p>	<p>Legislative</p>	<p>Monitor and participate in legislative process</p>	<p><b>CS/CS/HB 1073 by Rep. Keith Truenow and CS/CS/SB 1532 by Sen. Jason Brodeur – Mitigation</b></p> <ul style="list-style-type: none"> <li>Revises the framework for water quality enhancement and mitigation banking in Florida.</li> <li>Redefines applicant to include both governmental and private entities purchasing water quality enhancement credits.</li> <li>Expands the purposes for which water quality enhancement credits can be sold and used to include not only meeting state water quality standards but also ERP performance standards.</li> <li>Establishes conditions under which basins are considered credit-deficient and outlines measures for establishing mitigation banks on lands owned by local government in such basins.</li> <li>Prohibits the use of public funds for certain financial assurances related to the establishment and long-term management of mitigation banks.</li> <li>Sets requirements for determining the number of credits awarded to these mitigation banks.</li> <li>Authorizes DEP to coordinate with WMDs to adopt rules.</li> </ul> <p><i>CS/CS/SB 1532 was approved on March 5, 2024.</i></p>



<p>Legislation that revises Chapter 373, Florida Statutes.</p>	<p>Legislative</p>	<p>Monitor and participate in legislative process</p>	<p><b>CS/CS/HB 1163 by Rep. McClain and CS/CS/SB 1136 by Sen. Trumbull – Regulation of Water Resources</b></p> <ul style="list-style-type: none"> <li>• Revises the qualification requirements for water wall contractor license examination and updates Florida Building Code standards for contractors.</li> <li>• Requires water well contractors to install, repair, and modify pumps, tanks, and water conditioning equipment in compliance with updated code standards.</li> <li>• Authorizes certain authorities delegated by WMDs to enforce disciplinary guidelines and requires notice of disciplinary action to be delivered via certified mail.</li> <li>• Allows a licensed well water contractor to apply and receive a variance for the installation of a public or private potable water well from the applicable WMD.</li> <li>• Removes DEP variance review committee’s responsibility for water well permitting but requires consideration of legal requirements for sewage system permits.</li> </ul> <p><i>CS/CS/SB 1136 was approved on March 5, 2024.</i></p> <p><b>CS/CS/HB 1557 by Rep. Chaney and CS/CS/SB 1386 by Sen. Calatayud – Department of Environmental Protection</b></p> <p>In addition to other provisions, CS/CS/HB 1557 specifically:</p> <ul style="list-style-type: none"> <li>• Defines and redefines terms and expands the types of projects undertaken by municipalities and counties that may be awarded funding by the program to include: <ul style="list-style-type: none"> <li>○ Updates to the county's or municipality's inventory of critical assets, including regionally significant assets that are currently or reasonably expected to be impacted by flooding and sea level rise.</li> <li>○ Requires the updated inventory, at the time it is submitted to DEP, to reflect all such assets that are currently, or within 50 years may reasonably be expected to be, impacted by flooding and sea level rise.</li> <li>○ The development of strategies, as well as the development of projects, plans, and policies, that enhance community preparations for threats</li> </ul> </li> </ul>
--	--------------------	---	--

			<p>from flooding and sea level rise, and includes adaptation plans that help local governments prioritize project development and implementation across one or more jurisdictions in a manner consistent with DEP guidance.</p> <ul style="list-style-type: none"> <li>• Requires that municipalities and counties eligible for funding by the program for preconstruction activities for projects which are then submitted for inclusion in the Statewide Flooding and Sea Level Rise Resilience Plan also have a per capita annual income that is less than the state’s per capita annual income.</li> <li>• Expands the information that must be submitted to DEP when vulnerability assessments are funded by the program as well as requirements for conducting vulnerability assessments funded under the program.</li> <li>• Requires DEP to develop and maintain a comprehensive statewide flood vulnerability and sea level rise data set and coordinate with the Chief Resilience Officer and the Florida Flood Hub for other tasks.</li> <li>• Requires each of the state’s five WMDs, in coordination with DEP, to develop rules by December 31, 2025, that promote the reuse of reclaimed water and encourage potable water offsets that produce significant water savings beyond those required in a WUP which includes: <ul style="list-style-type: none"> <li>○ Authorizes that an applicant is eligible for a permit duration of up to 30 years if there is sufficient data to provide reasonable assurance that the conditions for permit issuance will be met for the duration of the permit.</li> <li>○ Authorizes a CUP permittee to seek a permit extension of up to 10 years if the permittee proposes a water supply development or water resource development project using reclaimed water that meets advanced waste treatment standards such that the reclaimed water product contains not more, on a permitted annual average basis during the term of its permit which results in the reduction of groundwater or</li> </ul> </li> </ul>
--	--	--	---

			<p>surface water withdrawals or is completed to benefit a waterbody with a MFL with a recovery or prevention strategy.</p> <ul style="list-style-type: none"><li>• Authorizes an eligible permittee to seek a permit extension for up to 10 years if the permittee proposes a water supply or water resource development project using reclaimed water during the term of its permit which results in the reduction of groundwater or surface water withdrawals or is completed to benefit a waterbody with a minimum flow water level with a recovery and prevention strategy.</li><li>• Does not limit the existing authority of a WMD to issue a shorter duration permit to protect from harm the water resources or ecology of the area, or to otherwise ensure compliance with the conditions for permit issuance.</li></ul> <p><i>CS/CS/HB 1557 was approved on March 5, 2024.</i></p>
--	--	--	--

<p>Legislation that may implement Blue Green Algae Task Force or Stormwater Technical Advisory Committee recommendations.</p>	<p>Legislative</p>	<p>Monitor and participate in legislative process</p>	<p><i>Legislation was not filed nor were there any amendments as it relates to the Blue Green Algae Task Force.</i></p> <p><b>CS/HB 7053 by House Water Quality, Supply &amp; Treatment Subcommittee and CS/SB 7040 by Senate Environment and Natural Resources Committee – Ratification of DEP’s Rules Relating to Stormwater</b></p> <ul style="list-style-type: none"> <li>• Ratifies rule 62-330 titled “Environmental Resource Permitting” filed for adoption on April 28, 2023.</li> <li>• Mandates future amendments to specified sections of the rule to be submitted and approved by the legislature.</li> <li>• Implements changes outlining requirements for stormwater management systems.</li> <li>• Introduces exemptions for certain projects submitted or approved prior to specified dates from the amendments and corresponding amendments.</li> <li>• Establishes a framework for stormwater treatment systems to achieve specified pollutant reduction goals, including TP and TN.</li> <li>• Requires all operation and maintenance entities, other than MS4 entities, to report inspections.</li> <li>• Exempts stormwater management and design plans approved before January 1, 2024 from the amendments for a specified duration, with certain conditions for planned unit developments and developments of regional impact.</li> </ul> <p><i>CS/SB 7040 was approved on March 5, 2024.</i></p>
<p>Confirmation of Southwest Florida Water Management District Executive Director and Governing Board Member appointments.</p>	<p>Legislative</p>	<p>Support Senate confirmations</p>	<p><b>Appointment of Brian Armstrong, Executive Director Reappointment of Governing Board Members: Ashley Barnett, Kelly Rice, Joel Schleicher, and Nancy Watkins.</b></p> <p><i>Confirmations were approved by the Senate on March 7, 2024.</i></p>

<p>Legislation that impacts how the Authority operates, including impacts to independent special districts.</p>	<p>Legislative</p>	<p>Monitor and participate in legislative process</p>	<p><b>CS/CS/CS/HB 149 by Rep. Alvarez and CS/CS/SB 656 by Sen. DiCeglie – Continuing Contracts</b></p> <ul style="list-style-type: none"> <li>• Allows governmental entities to select construction or program management entities responsible for project scheduling, coordination, and completion.</li> <li>• Permits these entities to retain design professionals and if required, to offer a guaranteed maximum or lump-sum price and completion date.</li> <li>• Authorizes entering into continuing contracts for construction projects where each project’s estimated cost does not exceed \$7.5M.</li> <li>• Requires the Department of Management Services to adjust the maximum project cost annually based on the Consumer Price Index and publish it on its website.</li> <li>• Defines “continuing contract” and updates procedures and definitions related to acquiring professional services, including the new maximum project cost.</li> </ul> <p><i>CS/CS/CS/HB 149 approved March 1, 2024.</i></p> <p><b>CS/HB 379 by Rep. Truenow and CS/HB 320 by Sen. Wright – Public Record/Financial Information Re: Competitive Bidding</b></p> <ul style="list-style-type: none"> <li>• Exempts financial statements or other financial information submitted by prospective bidders to agencies for prequalification in bidding or responding to solicitations for road or other public works projects.</li> <li>• Subjects the exemption to the Open Government Sunset Review Act, set to be repealed unless reenacted by October 2, 2029.</li> </ul> <p><i>CS/HB 379 was approved on March 4, 2024.</i></p> <p><b>CS/CS/HB 433 by House Commerce Committee and CS/SB 1492 by Senate Commerce and Tourism Committee - Employee Regulations</b></p> <ul style="list-style-type: none"> <li>• Restricts local governments from setting minimum wages different from state or federal minimums and from affecting the wage policies of businesses through purchasing or contracting practices.</li> <li>• Prohibits a local government from requiring an employer, including an employer contracting with the political</li> </ul>
---	--------------------	---	--

			<p>subdivision, to meet or provide heat exposure requirements not otherwise required under state or federal law.</p> <ul style="list-style-type: none"> <li>• Prohibits a local government from giving preference, or considering or seeking information, in a competitive solicitation to an employer based on the employer's heat exposure requirements.</li> <li>• Prevents political subdivisions from favoring businesses based on their wage structures or employment benefits in competitive solicitation processes, which is effective September 30, 2026.</li> <li>• Exempts local government employees and those of directly subsidized companies from these restrictions.</li> <li>• Ensures that these amendments do not invalidate contracts established before September 30, 2026.</li> <li>• Bars local governments from imposing regulations on private employer scheduling practices unless federally required or authorized.</li> </ul> <p><i>CS/CS/HB 433 was approved on March 8, 2024.</i></p> <p><b>CS/HB 705 by Representative Shoaf and CS/SB 742 by Sen. Grall - Public Works Projects</b></p> <ul style="list-style-type: none"> <li>• Expands "public works project" as an activity paid for with only local or state funds involving construction, maintenance, or improvement of various facilities owned by any political subdivision.</li> <li>• Excludes services incidental to the public works project, such as security, janitorial, landscaping, maintenance, transportation services, and others that do not require a construction contracting license from the definition of "public works project."</li> <li>• Prohibits the state or political subdivisions from preventing a contractor from participating in the bidding process based on geographic location, with an exception for projects by a county or municipality which is the sole source of funding.</li> </ul> <p><i>CS/HB 705 was approved on March 4, 2024.</i></p>
--	--	--	---



			<p><b>HB 779 by Rep. Griffiths and SB 674 by Sen. Boyd – U.S. Produced Iron and Steel in Public Works Projects</b></p> <ul style="list-style-type: none"> <li>• Defines key terms including “governmental entity”, “iron or steel product”, “manufacturing process”, “produced in the U.S.” and “public works project”.</li> <li>• Requires contracts for public works projects to ensure any iron or steel products used are produced in the U.S.</li> <li>• Allows exemptions if U.S. produced iron or steel are not sufficiently available, would increase project costs by over 20% or if adherence to this requirement is against the public interest.</li> <li>• Authorizes minimal use of foreign steel and iron materials under certain conditions where the cost does not exceed one-tenth of a percent of the total contract cost or \$2,500.</li> <li>• Exempts electrical components and related equipment from the requirement.</li> <li>• Authorizes the Department of Management Services to develop guidelines and procedures by rule.</li> </ul> <p><i>SB 674 was approved on March 6, 2024.</i></p> <p><b>CS/CS/CS/HB 989 by House Commerce Committee and CS/CS/CS/SB 1098 by Sen. DiCeglie – Chief Financial Officer</b></p> <ul style="list-style-type: none"> <li>• Makes a conforming change to the definition of a qualified public depository.</li> <li>• Authorizes the CFO to designate a credit union as a qualified public depository if specified criteria are met, including, complying with requirements that are similar to the requirements that must be complied with by banks, savings banks, and savings associations. All of the relevant provisions of Ch. 280, F.S., would apply to credit unions.</li> <li>• Restricts the total combined amount of public deposits that may be held by all credit unions.</li> </ul> <p><i>CS/CS/CS/HB 989 was approved on March 8, 2024.</i></p>
--	--	--	--

			<p><b>CS/CS/HB 7013 by Rep. Persons-Mulicka and CS/SB 1058 by Sen. Hutson – Special Districts</b></p> <p>In addition to other provisions, CS/CS/HB 7013 specifically:</p> <ul style="list-style-type: none"> <li>• Requires each special district to establish goals and objectives for each program and activity undertaken by the district, as well as performance measures and standards to determine if the district’s goals and objectives are being achieved by October 1, 2024, or the end of the first full fiscal year after its creation, whichever is later.</li> <li>• Requires each special district to prepare an annual report by December 1 of each year thereafter describing the goals and objectives achieved by the district, as well as performance measures and standards used by the district to make this determination, and any goals or objectives the district failed to achieve.</li> </ul> <p><i>CS/CS/HB 7013 was approved on March 7, 2024.</i></p> <p><b>HB 7063 by House Judiciary Committee and CS/CS/CS/SB 796 by Sen. Avila – Anti-Human Trafficking</b></p> <p>In addition to other provisions, HB 7063 specifically:</p> <ul style="list-style-type: none"> <li>• Requires a nongovernmental entity to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury, attesting that the nongovernmental entity does not use coercion for labor or services, when executing, renewing, or extending a contract with a governmental entity.</li> </ul> <p><i>HB 7063 was approved on March 8, 2024.</i></p>
--	--	--	--

<p>Support acquisition by the State and SWFWMD of lands to enhance water management and supply.</p>	<p>Multiple Agencies</p>	<p>Monitor and participate in process</p>	<p><b>CS/CS/HB 1417 by Rep. Buchanan and CS/ SB 1638 by Sen. Hutson – Funding for Environmental Resource Management</b></p> <ul style="list-style-type: none"> <li>• The lesser of 26.042 % or \$100,000,000 for the Florida Wildlife Corridor, including acquisition of lands or conservation easements within the Florida wildlife corridor.</li> <li>• The lesser of 32% or \$32,000,000 for DACS land management activities.</li> <li>• The lesser of 32% or \$32,000,000 for FWCC land management activities.</li> <li>• The lesser of 11.111% or \$4,000,000 for DEP implementation of the Local Trail Management Grant Program.</li> </ul> <p><i>CS/SB 1638 was approved on March 5, 2024.</i></p>
---	--------------------------	---	---

<p>Florida's implementation of Florida's assumption of the Clean Water Act Section 404 Program following latest WOTUS ruling.</p>	<p>Multiple Agencies</p>	<p>Monitor process</p>	<p><i>Legislation was not filed nor were there amendments filed as it relates to the 404 Program.</i></p> <p><i>On February 26, the State of Florida filed a motion for a stay of a court decision made by U.S. District Judge Randolph Moss. To date, Judge Moss has not ruled on the motion and has a conference scheduled for April 4, 2024. Opposing counsel has opposed a stay. This limited stay is to process applications that do not affect listed species and plans to pursue reinstatement for the State 404 program.</i></p> <p><i>Additionally, on February 15, 2024, Judge Moss ruled that federal officials did not follow specific requirements in 2020 before transferring the 404 Program from the USACE to the state.</i></p> <p><i>On March 11, 2024, attorneys representing the State of Florida filed a 21-page document requesting Judge Moss to issue a final judgement in the case, allowing the state to file an appeal, stating Moss' decision has effectively resolved the case's key issues in favor of environmental groups that challenged the transfer.</i></p> <p><i>FDEP has requested that WMDs continue to notify them of new 404 permit applications for monitoring purposes only. The WMDs notified applicants to contact the USACE for 404 permitting. For now, permitting has resumed to pre-2020 processes.</i></p>
---	--------------------------	------------------------	--

**Peace River Manasota Regional Water Supply Authority  
Legislative Priorities 2024**

Issue	Legislative/ Regulatory	Activity	
<b>FEDERAL</b>			
Continuation of tax-exempt financing and preserve the ability of water systems to use tax-exempt bonds.	Legislative	Monitor & Support	
Continuation of U.S. EPA as the lead agency for security at drinking water facilities and the explicit prohibition on the disclosure of security program information under federal, state and local	Legislative and U.S. EPA	Monitor & Support	
Research to impacts of climate change on the viability and sustainability of drinking water supplies.	Legislative and U.S. EPA	Monitor & Support	

Clean Water Rule: Definition of 'Waters of the United States'.	U.S. EPA	Monitor	
U.S. EPA proposed rule changes regarding drinking water parameters including PFSA and PFOA.	U.S. EPA	Monitor	
Increased federal funding initiatives for water infrastructure projects.	Legislative and U.S. EPA	Monitor & Support	



## PASSED LEGISLATION THAT MAY IMPACT THE AUTHORITY

---

### Technology Legislation:

#### **CYBERSECURITY INCIDENT LIABILITY**

##### **CS/CS/HB 473 by Representative Giallombardo**

- Defines "covered entities" and "third-party agents" involved in handling personal information.
- Exempts counties, municipalities, and other voluntary political subdivisions from liability if they substantially comply with specific state cybersecurity requirements.
- Exempts covered entities and third-party agents from liability if they substantially comply with certain state laws, align their cybersecurity programs with recognized standards or if regulated, align with applicable state or federal laws.
- Requires covered entities and third-party agents to update their cybersecurity programs within one year of any revision to relevant frameworks, standards, or laws to retain liability protection.
- Clarifies that the act does not establish a private cause of action, and failure to comply is not considered evidence of negligence or negligence per se.
- Specifies the burden of proof lies with the defendant to demonstrate substantial compliance in cybersecurity-related actions.

*CS/CS/HB 473 was approved March 5, 2024.*

#### **CYBERSECURITY**

##### **CS/CS/CS/HB 1555 by Representative Giallombardo**

- Allows "Cyber Florida" to assist any state-funded initiatives related to cybersecurity training, professional development, and education for state and local government employees
- Increases the cybersecurity effectiveness of the state and local government's technology platforms and infrastructure.

*CS/CS/CS/HB 1555 was approved March 7, 2024.*

**Utility Related Legislation:**

**OGSR/UTILITY OWNED OR OPERATED BY UNIT OF LOCAL GOVERNMENT**

**CS/SB 7006 by Senate Regulated Industries**

- Extends the date of scheduled repeal for exemptions related to the security of technology, processes, practices, and systems to October 2, 2027.
- Removes the scheduled repeal of the public record exemption related to customer meter-derived data and billing information, making it permanent.
- Specifies that information related to the security of utility technology and systems, if disclosed, could facilitate unauthorized access, alteration, or destruction, adversely impacting safe and reliable utility operations.
- Allows for portions of meetings that would reveal exempt information to be recorded and transcribed, with the recordings and transcripts also exempt from disclosure unless a court orders otherwise.

*CS/SB 7006 was approved on March 7, 2024.*

**OFFENSES INVOLVING CRITICAL INFRASTRUCTURE**

**CS/CS/CS/HB 275 by Representative Canady**

- Defines “critical infrastructure” to mean any linear asset, or any of the following for which the owner or operator thereof has employed measures designed to exclude unauthorized persons, including, but not limited to, fences, barriers, guard posts, or signs prohibiting trespass; a water intake structure, water treatment facility, and pump station, including energy, manufacturing, communications, and transportation infrastructures, among others.
- Establishes a second-degree felony charge for knowingly and intentionally tampering with critical infrastructure resulting in damage or functional impairment that incurs a repair cost of \$200 or more.
- Holds individuals civilly liable for thrice the damage caused by improper tampering with critical infrastructure upon conviction of the specified violation.
- Institutes a third-degree felony charge for trespassing on critical infrastructure after being given notice against entering or remaining.
- Criminalizes unauthorized electronic access or tampering with computers, systems, or networks of critical infrastructure entities, categorizing unauthorized access as a third-degree felony, and tampering as a second-degree felon

*CS/CS/CS/HB 275 was approved on February 28, 2024.*

**Administrative Legislation:**

**EMPLOYMENT AND CURFEW OF MINORS**

**CS/CS/HB 49 by Local Administration, Federal Affairs & Special Districts Subcommittee**

- Allows minors 15 and under to work until 7 p.m. on school nights, with a weekly maximum of 15 hours during school periods, and sets holiday and vacation employment limits.
- Permits 16 and 17-year-olds to work until 11 p.m. on school nights, more than 8 hours on holidays or Sundays, and up to 30 hours a week during school, with waiver possibilities for weekly hour limits.
- Mandates breaks for minors working over 4 continuous hours and specifies exceptions to these restrictions for graduated minors, those with exemptions, minors in hardship situations, home educated, or in approved virtual programs.
- Allows the department to waive work hour restrictions and clarifies employer violations regarding minor employment laws.

*CS/CS/HB 49 was approved on March 8, 2024.*

**UNSOLICITED PROPOSALS FOR PUBLIC-PRIVATE PARTNERSHIPS**

**CS/HB 781 by Representative Clemons**

- Authorizes public entities to either request proposals or accept unsolicited proposals for projects, allowing them to enter into agreements with private entities for building, upgrading, operating, owning, or financing of facilities.
- Changes the requirement for public entities to publish notice of unsolicited proposals from mandatory to optional, setting a flexible period (21 to 120 days) for accepting competing proposals.
- Permits public entities to proceed with unsolicited proposals without a public bidding process if two public meetings are held, considering benefits to the public, financial structure, qualifications of the private entity, compatibility with infrastructure plans, and public comments.
- Requires publication of a report in the Florida Administrative Register for at least 7 days if proceeding without public bidding, detailing the public interest determination and considerations made.
- Specifies that before approving an agreement, public entities must ensure the project is in the public's best interest, identify benefits apart from ownership if ownership is not transferred within 10 years, and ascertain adequate safeguards against costs or service disruptions.

*CS/HB 781 was approved on March 4, 2024.*

## LEGISLATION THAT DIED THAT MAY HAVE IMPACTED THE AUTHORITY (MAY BE FILED NEXT SESSION)

---

### Utility Related Legislation:

#### UNDERGROUND FACILITIES

##### **SB 708 by Senator Burton**

- Extends the time frame within which an excavator must provide notice through the Sunshine State One-Call notification system from 2 to 3 full business days for most excavations; for excavations beneath the waters of the state, the notice period remains 10 full business days.
- Requires member operators who are notified of nearby excavations to mark the horizontal route of underground facilities within the revised 3 business days timeframe and to provide a positive response indicating the status of facility protection measures.
- Introduces noncriminal infractions for violations of specific provisions, with enhanced civil penalties for infractions involving underground facilities transporting hazardous materials.
- Reenacts several sections to incorporate these amendments, including definitions, exemptions to notification requirements, and low-impact marking practices, as well as procedures related to high-priority subsurface installations.

*SB 708 died in the Senate Rules Committee due to lack of committee consideration. The companion bill, HB 825 by Rep. Koster, died on the House 2<sup>nd</sup> reading calendar.*

#### ENERGY

##### **SB 1548 by Senator Gruters**

- Restricts authorities from mandating utility relocation for third-party or governmental projects, specifically that the authority may not require a utility within a public road operated by the authority to be relocated on behalf of any other third-party or governmental agency project related to a separate public or private road or transportation corridor.
- Requires the Public Service Commission to set targeted storm reserve amounts for utilities, funded by base rate increases, effective January 1, 2025.

*SB 1548 was temporarily postponed without reconsideration by the Senate Regulated Industries Committee on January 29, 2024.*

**Environmental Legislation:**

**SALTWATER INTRUSION VULNERABILITY ASSESSMENTS**

**CS/SB 298 by Senator Polsky**

- Authorizes the Department of Environmental Protection to provide grants to coastal counties for saltwater intrusion vulnerability assessments.
- Specifies the assessment must analyze the effects of saltwater intrusion on water supply and the county's preparedness to respond.
- Requires assessments to include analysis of primary water utilities, current freshwater wellfields and saltwater intrusion lines, projections of saltwater intrusion over the next decade, and the costs necessary to relocate impacted wellfields.
- Directs the department to use assessment information to update the statewide flood vulnerability and sea level rise dataset and make assessment findings available on its website.
- Provides 50 percent cost-share funding up to \$250,000 for each grant, exempting coastal counties with a population of 50,000 or less from the cost-share requirement.

*CS/SB 298 died in messages back to the House without consideration by the House. The companion bill, HB 1079 by Rep. McFarland, died in the House Agriculture and Natural Resources Appropriations Subcommittee due to lack of committee consideration.*

**LAND ACQUISITION TRUST FUND**

**HB 451 by Representative Bell**

- Establishes legislative findings about the significance of protecting the headwaters of certain rivers located in the Green Swamp and Polk County, crucial for the state's water resources, and the need for consistent funding to support water management efforts.
- Highlights population growth and increasing water demand projections for the Central Florida region, emphasizing the need for alternative water sources, conservation efforts, and local management strategies.
- Amends s. 375.041, F.S., detailing the distribution of funds in the Land Acquisition Trust Fund, including new appropriation of \$20 million annually to the Department of Environmental Protection specifically for projects under the Heartland Headwaters Protection and Sustainability Act.
- Specifies that the \$20 million allocation must finance the design or construction projects aimed at protecting, restoring, or enhancing the headwaters of rivers in the Heartland Region of Central Florida, in accordance with the projects identified in the Heartland Headwaters Annual Report.

*HB 451 died in the House Agriculture and Natural Resources Appropriations Subcommittee due to lack of committee consideration. The*

*companion bill, SB 452 by Sen. Burton, died in the Senate Appropriations Committee on Agriculture, Environment and General Government due to lack of committee consideration.*

## **LAND AND WATER MANAGEMENT**

### **HB 527 by Representative Maggard**

- Requires counties or municipalities to use eminent domain to acquire buffer zones for land or water that exceed state delineation determinations.
- Preempts the regulation of dredge and fill activities to the Department of Environmental Protection, allowing for delegation of powers to water management districts.
- Repeals the section relating to land management review teams.

*HB 527 was not considered by a House committee. The companion bill, SB 664 by Sen. Burgess, was not considered by a Senate committee.*

## **ENVIRONMENTAL MANAGEMENT**

### **CS/CS/CS/SB 738 by Senator Burgess**

- Requires stormwater management systems' side slopes to be stabilized with vegetation to prevent erosion and support pollutant removal.
- Allows steeper slopes if adequate erosion and sediment control practices are implemented.
- Supersedes all existing side slope rules by July 1, 2024, allowing repeal without further rulemaking.
- Revises legal provisions to enable actions for damages to real or personal property resulting directly from unauthorized discharges of pollution, highlighting that negligence need not be proved, only the fact of the discharge or pollutive condition.

*CS/CS/CS/SB 738 died in messages back to the House without consideration by the House. The companion bill, CS/CS/HB 789 by Rep. Overdorf, died in messages back to the House without consideration by the House.*

## **CLIMATE RESILIENCE AND DRINKING WATER STANDARDS**

### **HB 1531 by Representative Joseph**

- Establishes the Blue Communities Program to incentivize local action against nutrient pollution and ocean acidification, offering financial assistance to qualifying local governments.
- Creates the Blue Communities Fund to finance ocean acidification mitigation and related studies.



- Enacts the Ocean State Climate Adaptation and Resilience Act, setting up an advisory board and grant fund for projects on public land to enhance coastal habitats and address climate change impacts.
- Establishes the Marine Resources Conservation Account within the Marine Resources Conservation Trust Fund for the conservation, restoration, and enhancement of the state's marine resources.
- Requires the Department of Environmental Protection (or designated local health departments) to monitor community and noncommunity water systems for the presence of "forever chemicals," with a mandate to establish enforceable maximum contaminant levels by September 1, 2024.

*HB 1531 was not considered by a House committee. The companion bill, SB 1630 by Sen. Torres, was not considered by a Senate committee.*

## **STATEWIDE DRINKING WATER STANDARDS**

### **SB 1546 by Senator Stewart**

- Updates the state policy to ensure residents are protected from harmful toxins in drinking water.
- Requires the Department of Environmental Protection to establish a maximum contaminant level for 1,4-dioxane at less than or equal to 0.35 micrograms per liter.
- Mandates public water systems to test groundwater wells for 1,4-dioxane by January 1, 2025, and to develop mitigation plans if levels exceed the standard.
- Directs that mitigation plans and test results be made publicly available.
- Ordains public water systems to retest for 1,4-dioxane within 5 years if levels are at or below the standard.
- Provides financial assistance for public water systems to update infrastructure to comply with the 1,4-dioxane standards, covering at least 20 percent of the required funding.
- Establishes criteria for determining the needs of a public water system and the amount of financial assistance necessary

*SB 1546 was died in the Senate Appropriations Committee on Agriculture, Environment and General Government due to lack of committee consideration. The companion bill, HB 1533 by Rep. Plakon, was not considered by a House committee.*

## **SURPLUS LANDS**

### **SB 1620 by Senator Collins**

- Authorizes the Department of Environmental Protection to surplus state-owned conservation lands within the Florida Wildlife Corridor, stipulating the disposition must be by a rural-lands-protection easement with all proceeds directed to the Incidental Trust Fund for land

acquisitions.

- Mandates the Department of Environmental Protection to submit an annual report on surplus conservation lands to the Board of Trustees of the Internal Improvement Trust Fund starting January 1, 2025.
- Requires water management districts to determine if surplus lands are within a Florida Wildlife Corridor opportunity area, similarly, prohibiting the attachment of future development rights to these lands.

*SB 1620 was not considered by a Senate committee. This legislation did not have a companion bill.*

## **MITIGATION CREDITS**

### **SB 1646 by Senator DiCeglie**

- Defines "proximity factor" as a measurement for determining wetland mitigation credit requirements based on a project's site location relative to the wetland mitigation bank.
- Requires the Department of Environmental Protection and water management districts to authorize the use of mitigation credits from surrounding basins if credits within the project area basin are unavailable.
- Specifies criteria for determining the unavailability of mitigation credits within a basin, including a requirement for a signed letter from the mitigation bank.
- Mandates that the department and water management districts evaluate environmental impact losses, ecological success likelihood, and mitigation site significance when awarding mitigation credits.
- Implements a proximity factor to calculate additional credits for projects using mitigation credits from outside the project area basin, with specific ratios based on the project's location.
- Asserts that rules will be adopted by the department to implement these provisions.

*SB 1646 was not considered by a Senate committee. This legislation did not have a companion bill.*

### **Administrative Legislation:**

#### **SUITS AGAINST GOVERNMENT**

##### **CS/CS/CS/SB 472 by Senator Brodeur**

- Limits liability for individual claims to \$300,000 and total claims from the same incident to \$500,000.
- Authorizes state agencies and subdivisions to settle claims exceeding these amounts without further legislative action.
- Prohibits insurance policies from conditioning payment on the enactment of a claim bill and prevents lobbying against agreed

settlements.

- Specifies that liability limits applicable on the date of the claim incident apply to the claim.
- Mandates the Department of Financial Services to adjust liability limits every 5 years based on the Consumer Price Index, not to exceed a 3% increase.
- Reduces the claim presentation period to 18 months and sets specific time frames for filing suit after claim denial or deemed denial.
- Revises the statute of limitations for filing civil actions related to negligence, contribution, medical malpractice, wrongful death, and other specified actions.

*CS/CS/CS/SB 472 was temporarily postponed without reconsideration while on the Senate 2<sup>nd</sup> reading calendar. The companion bill, CS/CS/HB 569 by Rep. McFarland, died in the House Judiciary Committee due to lack of committee consideration.*

## **PUBLIC DEPOSITS**

### **CS/HB 611 by Representative Botana**

- Revises definitions to include credit unions within the scope of financial institutions eligible to manage public deposits.
- Adds credit unions to the list of institutions that must make financial literacy brochures from the Department of Financial Services available to consumers.
- Specifies that credit unions are subject to the same qualifying conditions as banks for holding public deposits, including insurance by the Federal Deposit Insurance Corporation (FDIC) or the National Credit Union Share Insurance Fund.
- Imposes specific eligibility criteria and limits for credit unions wanting to hold public deposits, including requiring a signed statement from a public depositor and setting a limit on the total amount of public deposits a credit union can hold.
- Specifies mutual responsibility and contingent liability among credit unions for guaranteeing public depositors against loss due to default or insolvency of other credit unions.
- Introduces segregation of proceeds, assessments, and administrative penalties between credit unions and other financial institutions for the purpose of protecting public deposits.
- Directs that credit unions must comply with provisions related to the withdrawal from collateral agreements under certain conditions, including returning all public deposits to the depositor within 10 business days of notification.

*CS/HB 611 passed the House on February 26, 2024, but died in the Senate message process. The companion bill, SB 1018 by Sen. Ingoglia, was not considered by a Senate committee.*

## **GOVERNMENT ACCOUNTABILITY**

### **CS/CS/SB 734 by Senator Ingoglia**

- Defines "foreign country of concern" and prohibits solicitation or acceptance of anything of value from such countries by public officers, agency employees, local government attorneys, or political candidates.
- Requires individuals to register with the Commission on Ethics before lobbying a county, municipality, or special district, detailing registration requirements and procedures, and establishes public access to lobbyist registrations.
- Establishes procedures for canceling a lobbyist registration and mandates investigation on receipt of sworn complaints against lobbyists or principals.
- Prohibits the governing body of a county from renewing or extending the employment contract of a county administrator, county attorney, district school superintendent, municipal chief executive officers, city attorneys, or school board general counsels during specified timeframes before general elections unless unanimously approved.

*CS/CS/SB 734 died in the Senate Appropriations Committee due to lack of committee consideration. The companion bill, HB 735 by Rep. Andrade, was temporarily postponed without reconsideration while on the House 2<sup>nd</sup> reading calendar.*

## **GOVERNING BODY MEETINGS**

### **CS/SB 894 by Senator Bradley**

- Meetings must meet all requirements for public notice, access, and participation.
- Teleconferencing or technological meetings cannot occur more than twice per calendar year only for municipalities.
- Meetings cannot include formal action on ordinances or be quasi-judicial hearings.
- The Governor can suspend limitations regarding the frequency of these meetings, formal action on ordinances, and the prohibition on quasi-judicial hearings during the first 60 days of a state of emergency affecting the municipality.

*CS/SB 894 died in the Senate Rules Committee due to lack of committee consideration. The companion bill, HB 157 by Rep. Caruso, was not considered by a House committee.*

## **ADMINISTRATIVE PROCEDURES COMMITTEE REVIEW OF AGENCY RULES**

### **HB 1279 by Representative Gregory**

- Requires agencies to compile an annual inventory of their rules, including total rules in effect, the number promulgated or withdrawn in the past year, and a regulatory review proposing rule reductions by 10%, 20%, and 30%.

- The Administrative Procedures Committee is tasked with advising and assisting agencies in preparing and revising rule inventories and achieving specified rule reductions.
- The committee's staff director must prepare an annual historical report by December 1, summarizing the year's efforts in rule reduction, identifying the percentage of rules reduced, and recommending statutory changes if necessary.
- This report is to be provided to the committee, published on the committee's website, and electronically transmitted to key legislative leaders.

*HB 1279 was not considered by a House committee. The companion bill, SB 1326 by Sen. DiCeglie, was not considered by a Senate committee.*

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**  
**BOARD OF DIRECTORS MEETING**  
*April 3, 2024*

**REGULAR AGENDA**  
**ITEM 3**

**Authority Insurance Coverage Review & Property Insurance Renewal**

---

**Presenters -**

Ann Lee, Finance and Budget Senior Manager  
Michelle Martin, Senior VP, Brown & Brown

**Recommended Action -**

**Motion** to approve binding coverage of Peace River Facility Property Insurance with Preferred Governmental Insurance Trust and Hiscox for a not to exceed premium of \$727,841 for the upcoming year (April 30, 2024 thru April 30, 2025).

The Authority's property insurance expires on April 30, 2024. Although insurers from both the admitted and surplus markets were accessed, only 2 formal quotes was received (from the current incumbent) for property insurance for the upcoming year. The Authority's independent insurance consultant, Brown & Brown reviewed the quotes and recommends executing a policy with Preferred Governmental Insurance Trust and Hiscox.

The premium for the recommended 12-month policy (April 30, 2022 thru April 30, 2023) is \$727,841. The 12-month policy premium reflects an .18% rate increase. This policy also represents a change in the deductible calculation which lowered the Authority's deductible exposure from 5% of Total Insured Value (approximately \$7.4 million) to 5% per line item on the Statement of Values, where only the locations damaged would be subject to a deductible charge.

Funds are available in the FY 2024 budget for property insurance. Staff recommends Board approval to bind coverage for the Peace River Facility Property Insurance with Preferred Governmental Insurance Trust and Hiscox for a not to exceed premium of \$727,841 for the upcoming year April 30, 2023 thru April 30, 2024.

In addition to property insurance, the Authority also maintains general liability, cyberliability, workers compensation, pollution and auto coverages.


**Budget Action:** No action needed.

**Attachments:**

- Tab A Presentation Materials
- Tab B Recommendation Letter from Brown & Brown
- Tab C Property Insurance Proposal 4/30/24 to 4/30/25
- Tab D Property Statement of Values



**TAB A**  
Presentation Materials

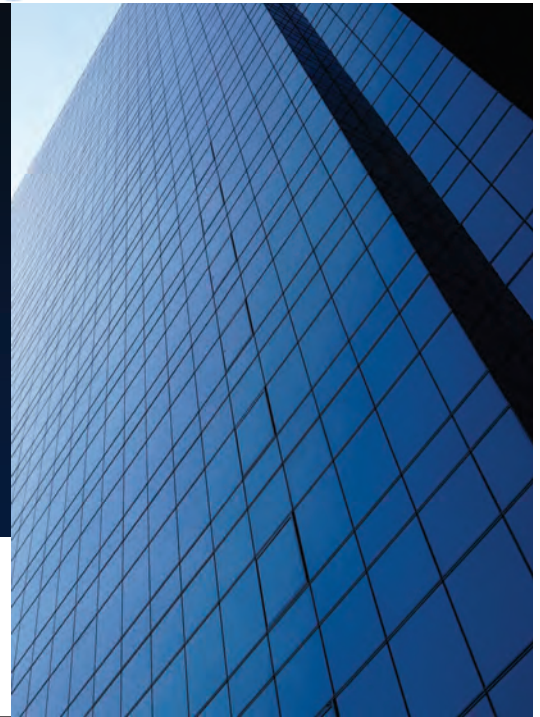
 **Brown & Brown**

## PRMRWSA Property Insurance Renewal

Board of Directors Meeting at DeSoto County  
Regular Item 3  
April 3, 2024

**Presented By:**  
Michelle Y Martin, CIC – Senior Vice President

*Brown & Brown Public Sector*



## Property Renewal Presentation Agenda



- 1** Current Insurance Program Review
- 2** Insurance Market Conditions
- 3** Insurance Options for 4/30/2024-25
- 4** Comparison to Expiring Terms
- 5** Recommendation for Property Insurance Renewal

# Insurance Coverage Overview—Property

LINE OF COVERAGE	LIMIT	DEDUCTIBLE/SIR	ANNUAL PREMIUM
<b>Property - Effective 4/30/23-24</b>			
<b>Starr Tech - Starr Surplus Lines Ins Co</b>			
Buildings & Contents	\$ 25,000,000	\$ 100,000	\$ 726,504
Named Windstorm	\$ 25,000,000	5% of TIV/\$1M Minimum (\$7,084,599 Min Deductible)	
Valuation	Stated Value		
		<b>Sub-Total</b>	<b>\$ 726,504</b>

BROWN & BROWN | 3

# Insurance Coverage Overview - Package

LINE OF COVERAGE	LIMIT	DEDUCTIBLE/SIR	ANNUAL PREMIUM
<b>General Liability (10/1/23-4)</b>			
<b>National Union Fire</b>			
General Liability Each Occurrence	\$ 1,000,000	\$ -	
General Aggregate	\$ 3,000,000	\$ -	
		<b>Sub-Total</b>	<b>\$ 43,151</b>
<b>Automobile (10/1/23-4)</b>			
<b>National Union Fire</b>			
Auto Liability	\$ 1,000,000	\$ -	
Uninsured Motorist	\$ 100,000	\$ -	
Auto Physical Damage	Symbol 7, 8	\$ 1,000	
		<b>Sub-Total</b>	<b>\$ 42,303</b>
<b>Public Officials (10/1/23-4)</b>			
<b>National Union Fire</b>			
Public Officials Liability Each Occurrence	\$ 1,000,000	\$ 5,000	
Employment Practices Liability	Included	\$ 5,000	
General Aggregate	\$ 3,000,000		
Cyber Liability (Limited Coverage/Sublimits)	Not Public Record		
		<b>Sub-Total</b>	<b>\$ 9,502</b>
<b>Excess Liability (10/1/23-4)</b>			
<b>National Union Fire</b>			
Excess Liability	\$ 3,000,000	\$ -	
		<b>Sub-Total</b>	<b>\$ 23,699</b>

# Insurance Coverage Overview – Other Policies

LINE OF COVERAGE	LIMIT	DEDUCTIBLE/SIR	ANNUAL PREMIUM
<b>Crime (10/1/23-26)</b>			
<b>Travelers</b>	Annual Installment		
Employee Dishonesty	\$ 500,000	\$ 5,000	
Theft, Disappearance & Destruction In/Out	\$ 500,000	\$ 5,000	
Computer Fraud	\$ 500,000	\$ 5,000	
Funds Transfer	\$ 500,000	\$ 5,000	
Forgery/Alterations	\$ 500,000	\$ 5,000	
		<b>Sub-Total</b>	<b>\$ 3,190</b>
<b>Workers' Compensation (10/1/23-4)</b>			
<b>Preferred Gov'tl Ins Trust</b>			
		Experience Mod: .81	
Workers' Compensation	Statutory	\$ -	
Employers Liability	\$1m/\$1m/\$1m	\$ -	
		<b>Sub-Total</b>	<b>\$ 78,616</b>
<b>Pollution (10/1/23-4)</b>			
<b>Indian Harbor</b>			
Each Pollution Condition/Aggregate	\$ 1,000,000	\$ 25,000	
		<b>Sub-Total</b>	<b>\$ 16,651</b>
<b>Cyber Liability (10/1/23-4)</b>			
Coverage Information not Public Record			
		<b>Sub-Total</b>	<b>\$ 23,409</b>

## Property Insurance History

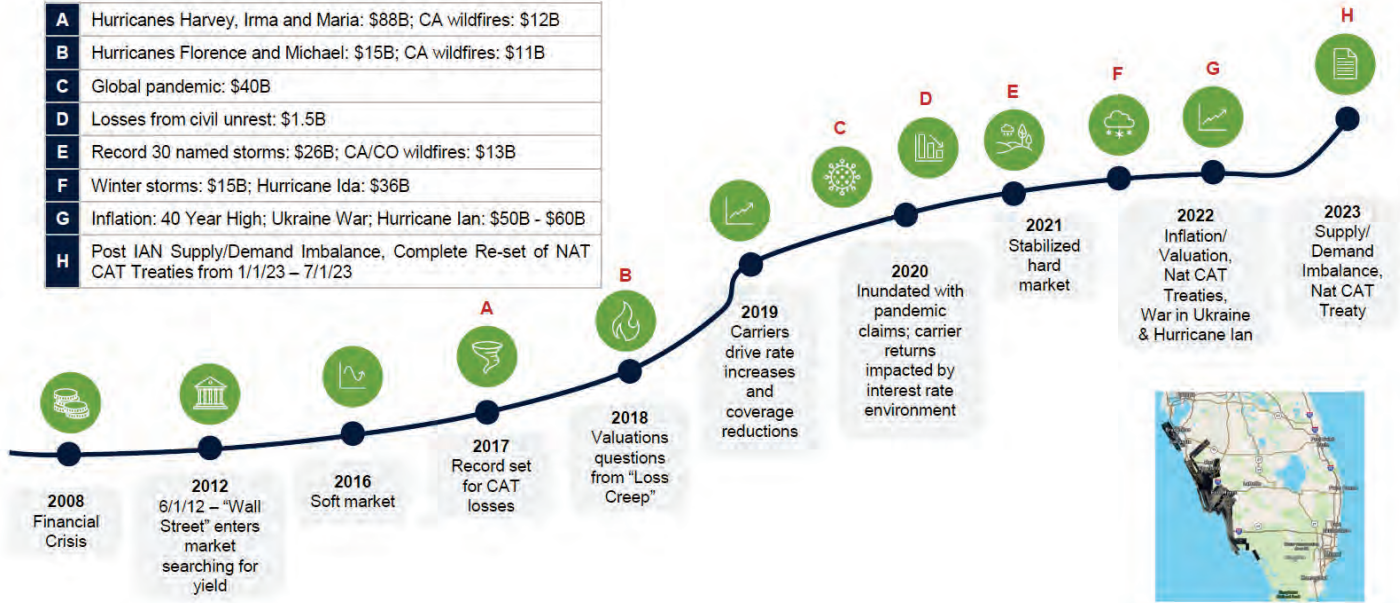
- Partnership with Starr Tech since Expansion Project/Reservoir #2
- PRMRWSA is hit by Hurricane Ian: **\$1.6M Claim**
- Starr Tech requires significant changes effective 4/30/2023:
  - Rate (80% Increase)
  - Limit (\$60M to \$25M NWS)
  - Deductible (Per Unit to \$7.3M)
  - Valuation (Blanket to Stated Value)





# Market Conditions – Historical Perspective

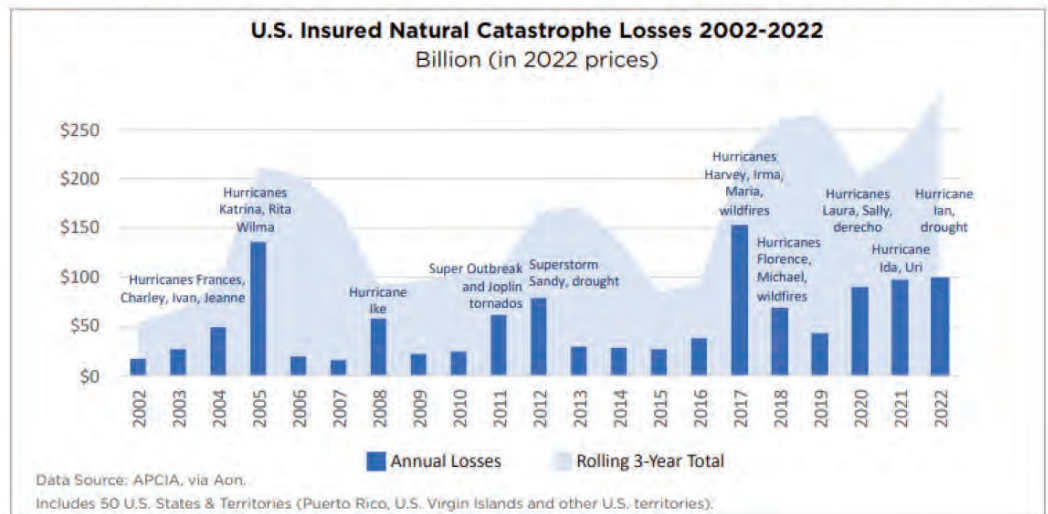
<b>A</b>	Hurricanes Harvey, Irma and Maria: \$88B; CA wildfires: \$12B
<b>B</b>	Hurricanes Florence and Michael: \$15B; CA wildfires: \$11B
<b>C</b>	Global pandemic: \$40B
<b>D</b>	Losses from civil unrest: \$1.5B
<b>E</b>	Record 30 named storms: \$26B; CA/CO wildfires: \$13B
<b>F</b>	Winter storms: \$15B; Hurricane Ida: \$36B
<b>G</b>	Inflation: 40 Year High; Ukraine War; Hurricane Ian: \$50B - \$60B
<b>H</b>	Post IAN Supply/Demand Imbalance, Complete Re-set of NAT CAT Treaties from 1/1/23 – 7/1/23



# Property Market Loss Trends

- Insured Catastrophe Losses exceeded \$130B in 2022
  - » Exacerbating concerns around sustainability, secondary perils (non-modeled), climate change and model accuracy)
- Hurricane Ian
  - » \$55B insured event - 2<sup>nd</sup> most costly US NAT CAT event in history
  - » “Straw that broke the camel’s back”

Insured CAT losses are increasing at an alarming rate – nearly 700% since 80s



# Market Supply/Demand Drivers



**Industry  
Losses**



**Interest  
Rates**



**Inflation**



**Imbalance  
(Supply / Demand)**

# 2024 Goals Met!

- 1) **Review Alternate Options in the Marketplace**
  - ✓ Deductible Buy-Down
  - ✓ Parametric
  - ✓ Trust – Pooling Arrangement
- 2) **Stabilize premiums**
  - ✓ Option with Flat Premium
- 3) **Improve Deductible**
  - ✓ Reduced from \$7.3M Minimum to \$100,000 Minimum
- 4) **Ensure CAT claim handling capabilities**
  - ✓ Recommended option has turnkey claims handling



# Options Premium Comparison

As of 3/18/2024	OPTION I - 24-5		RECOMMENDED OPTION - 24-5
	Expiring Policy	INCUMBENT RENEWAL QUOTE OPTION	TRUST/POOLING ARRANGEMENT
	<b>Starr Tech - Starr Surplus (Non-Admitted) 4/30/23-4/30/24</b>	<b>Starr Tech - Starr Surplus (Non-Admitted) 4/30/24-4/30/25</b>	<b>Preferred Governmental Insurance Trust 4/30/24-4/30/25</b>
<b>Property Premium</b>			Preferred underwriting Property; Hiscox R5 underwriting Terrorism & Sabotage
Premium at inception	\$ 703,125	\$ 790,000	\$ 709,841
Certified Terrorism	\$ 15,187	\$ 23,087	\$ 18,000
Non-Certified Terrorism/Sabotage	\$ 1,688	\$ 2,565	Included
Estimated Surcharges	\$ 4	\$ 4	N/A
Policy Engineering Fee	\$ 6,500	\$ 7,000	N/A
<b>Total Premium, Terrorism, FIGA, Engineering</b>	<b>\$ 726,504</b>	<b>\$ 822,656</b>	<b>\$ 727,841</b>
<b>COST Difference from Expiring/Renewal</b>		<b>\$ 96,152</b>	<b>\$ 1,337</b>
		<b>13.23%</b>	<b>0.18%</b>
		\$ 15M Starr Tech Limit Option	
		\$ 600,000	
		\$ 25M Limit with 3% Buy Down	
		\$ 1,086,379	
		\$ 15M Limit with 3% Buy down	
		\$ 896,379	



# Options Deductible Comparison

As of 3/18/2024	OPTION I - 24-5		RECOMMENDED OPTION - 24-5
	Expiring Policy	INCUMBENT RENEWAL QUOTE OPTION	TRUST/POOLING ARRANGEMENT
<b>Important Terms</b>	<b>Starr Tech - Starr Surplus (Non-Admitted) 4/30/23-4/30/24</b>	<b>Starr Tech - Starr Surplus (Non-Admitted) 4/30/24-4/30/25</b>	<b>Preferred Governmental Insurance Trust 4/30/24-4/30/25</b>
<b>Property Deductibles</b>			
"All Other Perils"	\$ 100,000	\$ 100,000	\$ 25,000
Contractors/Mobile Equipment	\$ 100,000	\$ 100,000	\$ 5,000
Named Windstorm	5% OF TOTAL TIV; \$1,000,000 per Occurrence Minimum	5% OF TOTAL TIV; \$1,000,000 per Occurrence Minimum	Named Windstorm 5% Per Line Item/Unit, subject to \$100,000 minimum per Occurrence
Minimum Named Windstorm Deductible	\$ 7,184,599	\$ 7,325,652	\$ 100,000
Flood (non A and V zones)	\$ 100,000	\$ 100,000	\$ 25,000





# Options Other Terms/Conditions

	OPTION 1 - 24-5		RECOMMENDED OPTION - 24-5
<i>As of 3/18/2024</i>	Expiring Policy	INCUMBENT RENEWAL QUOTE OPTION	TRUST/POOLING ARRANGEMENT
Important Terms	Starr Tech - Starr Surplus (Non-Admitted) 4/30/23-4/30/24	Starr Tech - Starr Surplus (Non-Admitted) 4/30/24-4/30/25	Preferred Governmental Insurance Trust 4/30/24-4/30/25
<b>Limits</b>			<i>*Pooled with other members of Trust</i>
Building & Contents	\$ 25,000,000	\$ 25,000,000	\$ 136,517,720
Total Insured Values (TIV)	\$ 143,691,986	\$ 146,513,031	\$ 136,517,720
<b>TIV Difference From Expiring</b>		\$ 2,821,045 1.96%	\$ (7,174,266) -4.99%
	<i>TIV increase due to ENR CCI trend update on Buildings of 6%.</i>	<i>TIV increase due to Trend update on Buildings of 3%.</i>	<i>TIV increase due to Trend update on Buildings of 3%, less Yard Piping &amp; OH Transmission Lines, Subaqueous lines</i>
<b>Coverage Extensions/Sublimits</b>			Pooled limit up to Reinsurance to 100 year PML - TBD 24-5
All Other Perils, Except:	\$ 25,000,000	\$ 25,000,000	\$ 136,517,720
Named Windstorm	\$ 25,000,000	\$ 25,000,000	\$ 136,517,720
Named Windstorm Definition	Flood/Storm Surge are "Flood"	Flood/Storm Surge are "Flood"	Storm Surge included in NWS
Building/Contents Loss Valuation	Per Schedule (stated value/OLL)	Per Schedule (stated value/OLL)	<b>Blanket</b>



## Recommendation: Change Carriers

### Benefits of the Preferred Governmental Insurance Trust:

- Lower Premium (\$94,815 / 11.5%)
- Lower Deductibles
- Superior Coverage
- Current member of the Trust



## Motion:

---

To approve binding coverage of Peace River Facility Property Insurance with Preferred Governmental Insurance Trust and Hiscox for a not to exceed premium of \$727,841 for the upcoming year (April 30, 2024 thru April 30, 2025).



**QUESTIONS?  
AND  
THANK YOU!**



Any solicitation or invitation to discuss insurance sales or servicing is being provided at the request of Brown & Brown Public Sector, an owned subsidiary of Brown & Brown, Inc. Brown & Brown Public Sector, only provides insurance related solicitations or services to insureds or insured risks in jurisdictions where it and its individual insurance professionals are properly licensed.

**TAB B**  
Recommendation Letter from Brown & Brown

Ms. Ann Lee, MBA, CGFO  
Finance & Budget Senior Manager  
Peace River Manasota Regional Water Supply Authority  
9415 Town Center Parkway  
Lakewood Ranch, FL 34202

March 18, 2024

RE: Property Renewal effective 4/30/2024-25

Dear Ann:

Our goal this year was to stabilize premium increases and coverage reductions from the unfavorable market results and property program available to the Authority in 2023. We are pleased to provide an option for a virtually flat premium, significant reduction in the Named Windstorm and other deductibles, and Blanket loss valuation.

We continuously to work with staff to review exposures and need for coverage. This year we re-assessed insuring certain low-risk assets and adjusted our property schedule of values as appropriate. The net effect of these adjustments to the recommended renewal option is a decrease of Total Insured Values (TIV) of 4.76%. 2024 TIV is just under \$137 million.

Brown & Brown surveyed domestic surplus lines insurers, the London marketplace, direct access insurers, and a government insurance pooling Trust to provide quote options this year. We focused on negotiations with Starr Tech, the incumbent insurer, the Preferred Governmental Insurance Trust, and alternative risk transfer options. Alternative risk transfer options include Difference in Conditions to supplement the high Named Windstorm deductible imposed by the incumbent carrier last year, and Parametric funding concepts.

**23-24 Expiring Program – Starr Tech (specialty Utility insurer)**

\$726,504 Premium & Fees

- \$25M Policy Limit
- Named Windstorm Deductible – 5% of Total Insured Value (TIV)

**OPTIONS REVIEWED**

**24-25 Incumbent Renewal Program – Starr Tech**

\$822,653 Premium & Fees (13.23% increase)

- \$25M Policy Limit
- Named Windstorm Deductible – 5% of TIV (~ \$7.4M deductible)
- OPTION: ADD Lloyd's of London Deductible buy-down to 3% of TIV
  - Deductible reduction to ~ \$4.4M
  - Adds \$263,723 premium = \$1,086,376 premium (*over budget*)

**24-25 Parametric Option**

Unlike traditional indemnity-based insurance, parametric insurance relies on predefined parameters to determine payouts. For example, for a defined premium, a claim payout could be triggered in the event sustained winds of over 150 MPH passed over the plant VS. actual measured damage to assets as in traditional insurance. Advantages of this type of program include flexibility in design and faster claims processing. Parametric underwriters include Swiss Re, Munich Re, AXA/XL, and Berkshire Hathaway.

Ms. Ann Lee, MBA, CGFO  
Finance & Budget Senior Manager  
Peace River Manasota Regional Water Supply Authority  
9415 Town Center Parkway  
Lakewood Ranch, FL 34202

March 18, 2024

RE: Property Renewal effective 4/30/2024-25

## **OPTIONS REVIEWED (Cont'd)**

### **24-25 RECOMMENDED OPTION - Preferred Governmental Insurance Trust**

\$727,841 Premium Total - Preferred for Property / Hiscox for Terrorism & Sabotage

- \$136,517,720 Policy Limits available (pooling arrangement)
- Blanket Coverage for any one item up to limit
- Named Windstorm Deductible – 5% Per Unit (Deductible could be as low as \$100,000 per Named Windstorm)

PRMRWSA is a current member of the Trust for Workers Compensation insurance. Advantages of Property coverage with Preferred Trust include:

- Most competitive premium
  - \$94,815 or 11.5% LESS THAN incumbent's renewal
- Broadest coverage, including:
  - Lower deductibles than incumbent:
    - \$100,000 Minimum Named Windstorm vs. \$7,325,652 currently
    - \$25,000 AOP (Fire, etc.) vs. \$100,000 currently
    - \$5,000 Inland Marine (Equipment) vs. \$100,000 currently
  - Blanket loss valuation vs. stated value per schedule currently

**Recommendation: Change Property insurers to Preferred Governmental Insurance Trust and add Hiscox R5 Terrorism/Sabotage policy to provide the broadest coverage, lowest premium, and overall best value.**

Sincerely,

*Michelle*

Michelle Y. Martin, CIC  
Sr. Vice President, Public Risk Advisor

Exhibit attached: Expiring to Renewal Comparison

## EXHIBIT: Expiring to Renewal Comparison

<i>As of 3/15/2024</i>	Expiring Policy	OPTION I - 24-5 INCUMBENT RENEWAL QUOTE OPTION	RECOMMENDED OPTION - 24-5 TRUST/POOLING ARRANGEMENT
	<b>Starr Tech - Starr Surplus (Non-Admitted) 4/30/23-4/30/24</b>	<b>Starr Tech - Starr Surplus (Non-Admitted) 4/30/24-4/30/25</b>	<b>Preferred Governmental Insurance Trust 4/30/24-4/30/25</b>
<b><u>Property Premium</u></b>			Preferred underwriting Property; Hiscox R5 underwriting Terrorism & Sabotage
<b>Premium at inception</b>	\$ 703,125	\$ 790,000	\$ 709,841
Certified Terrorism	\$ 15,187	\$ 23,087	\$ 18,000
Non-Certified Terrorism/Sabotage	\$ 1,688	\$ 2,565	Included
Estimated Surcharges	\$ 4	\$ 4	N/A
Policy Engineering Fee	\$ 6,500	\$ 7,000	Not Available
<b>Total Premium, Terrorism, FIGA, Engineering</b>	<b>\$ 726,504</b>	<b>\$ 822,656</b>	<b>\$ 727,841</b>
<b>COST Difference from Expiring/Renewal</b>		<b>\$ 96,152</b> <b>13.23%</b>	<b>\$ 1,337</b> <b>0.18%</b>
<b><u>Property Deductibles</u></b>			
<b>"All Other Perils"</b>	\$ 100,000	\$ 100,000	\$ 25,000
Contractors/Mobile Equipment	\$ 100,000	\$ 100,000	\$ 5,000
Named Windstorm	5% OF TOTAL TIV; \$1,000,000 per Occurrence Minimum	5% OF TOTAL TIV; \$1,000,000 per Occurrence Minimum	Named Windstorm 5% Per Line Item/Unit, subject to \$100,000 minimum per Occurrence
Minimum Named Windstorm Deductible	\$ 7,184,599	\$ 7,325,652	\$ 100,000
Flood (non A and V zones)	\$ 100,000	\$ 100,000	\$ 25,000
BI, EE, Off Premises Power	120 Hours	120 Hours	\$ 25,000
<b><u>Limits</u></b>			<i>*Pooled with other members of Trust</i>
Building & Contents	\$ 25,000,000	<b>\$ 25,000,000</b>	<b>\$ 136,517,720</b>
<b>TIV Difference From Expiring</b>		<b>\$ 2,821,045</b> <b>1.96%</b>	<b>\$ (6,841,440)</b> <b>-4.76%</b>
	<i>TIV increase due to ENR CCI trend update on Buildings of 6%.</i>	<i>TIV increase due to Trend update on Buildings of 3%.</i>	<i>TIV increase due to Trend update on Buildings of 3%, less Yard Piping &amp; OH Transmission Lines, Subaqueous lines</i>

**TAB C**

Property Insurance Proposal 4/30/24 to 4/30/25



PUBLIC SECTOR

# Property Insurance Proposal

April 30, 2024 – April 30, 2025  
Presented 3/18/2024

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY  
AUTHORITY



## Table of Contents

<b>Overview</b>	<b>1</b>
Brown & Brown, Public Sector	
An Introduction to Your Service Team	
Marketing Results	
Insurance Market Trends	
<b>Utility Property</b>	<b>2</b>
<b>Property</b>	<b>3</b>
Preferred Governmental Insurance Trust	
Claims Services & Safety and Risk Management Services	
<b>Terrorism</b>	<b>4</b>
<b>Broker Recommendation/Premium Recapitulation</b>	<b>5</b>
Notes of Importance	
Compensation Disclosures	
Carrier Financial Status	
Guide to Best's Ratings	
<b>Items Required Prior to Binding</b>	<b>6</b>
Acceptance of Proposal – Premium Recapitulation	
If accepting Starr:	
Acknowledgement of Non-Admitted Carrier	
TRIA Forms	
If accepting <i>Preferred</i> :	
<i>Preferred Application</i>	
<i>Preferred Signature Page</i>	

## **Our Story**

The Brown & Brown, Public Sector team is a highly-specialized unit of insurance advisors 100% trained to deliver industry-leading services to public entities in the State of Florida. Since 1992, we have continuously refined that specialization and enhanced our services, while becoming the largest public entity brokerage in Florida. Our team provides Property & Casualty and Employee Benefits services to governments from Key West to the Panhandle and represents more than 200 clients.

We have built our reputation by empowering our governmental clients to outperform their industry peers, lower their cost of risk, and enhance their insurance programs - all while staying within their annual budgetary constraints. Our team is committed to serve those who serve the public - and provide superior service to our clients, their staff, and their employees.



- Dedicated service team working exclusively for Florida local governments in all capacities surrounding risk and human resources
- Access to highly experienced public entity resources including Claims Team, Panel Counsel, Loss Control, Disaster Planning and Recovery, and Risk Management Specialists.
- Only retail office in Florida 100% committed to Florida's public entities
- Brown & Brown, Public Sector currently represents over 200 of Florida's governmental entities
  - 22 Counties
  - 70 Cities
  - Special Taxing Districts
  - 7 Public School Districts
  - State of Florida

## An Introduction to Your Service Team

### *Account Executives*

<b>Matt Montgomery</b> Executive Vice President	(386) 239-7245	Matt.Montgomery@bbrown.com
<b>Robin Russell, ARM-P, CISR, CSRM</b> Director of Operations	(386) 239-4044	Robin.Russell@bbrown.com
<b>Paul Dawson, ARM-P</b> Senior Vice President / Public Risk Advisor	(386) 239-4045	Paul.Dawson@bbrown.com
<b>Michelle Martin, CIC</b> Senior Vice President / Public Risk Advisor	(386) 239-4047	Michelle.Martin@bbrown.com
<b>Kyle Stoekel, ARM-P, CIC</b> Public Risk Advisor	(386) 944-5805	Kyle.Stoekel@bbrown.com
<b>Bill Wilson</b> Public Risk Advisor	(386) 333-6058	Bill.Wilson@bbrown.com
<b>Molly Grande, CPCU, ARM, CISR</b> Account Executive	(386) 333-6084	Molly.Grande@bbrown.com
<b>Victoria "Tori" Reedy</b> Executive Coordinator	(386) 239-4043	Tori.Reedy@bbrown.com

### *Service Representatives*

<b>Emily Bailey</b> Public Risk Specialist	(386) 333-6085	Emily.Bailey@bbrown.com
<b>Melody Blake, ACSR</b> Senior Public Risk Specialist	(386) 239-4050	Melody.Blake@bbrown.com
<b>Taylor Brodeur</b> Public Risk Specialist	(386) 361-5225	Taylor.Brodeur@bbrown.com
<b>Jessica Conway</b> Public Risk & Claims Specialist	(386) 333-6001	Jessica.Conway@bbrown.com
<b>Patricia "Trish" Jenkins, CPSR</b> Senior Public Risk Specialist	(386) 239-4042	Trish.Jenkins@bbrown.com
<b>Kindra Williams</b> Public Risk Specialist	(386) 281-6836	Kindra.Williams@bbrown.com

***Certificate Requests:*** [179.certificates@bbrown.com](mailto:179.certificates@bbrown.com)

***Claim Reporting:*** [179.claims@bbrown.com](mailto:179.claims@bbrown.com)

***Our Service Team philosophy focuses on accountability at all levels of account management. Our goal is not simply to meet your service needs, but to exceed them. All the employees at Brown & Brown are dedicated to achieving this goal and distinguishing ourselves from the competition.***



## PRMWSA Property Insurance Quotes/Marketing Results

2023 has proved to be the most difficult property market and renewal in PRMWSA’s history due to a global unprofitable underwriting results in 2022 (including a \$60B industry loss for IAN), and a pending IAN loss payment for the Authority.

PRIA accessed 4 specialty insurers and the open surplus lines market **(Total of 19 insurers)** to provide bids/quotes for the Authority’s Property renewal.

INSURER	STATUS/RESPONSE:
<b>Starr Tech/Starr Surplus (Non-Admitted)</b>	Incumbent – Quoted same terms and conditions per expiring, with options for \$25M and \$15M loss limits.
<b>Broker Expectation: \$5M XS \$25M</b>	Possible for 2 Excess Insurers with \$2.5M each, \$50k each layer: \$100,000 estimated additional premium.
<b>Broker Expectation: \$10M Primary</b>	Possible for more than one Insurers to share in risk for \$10M limit: \$500,000+ estimated premium
<b>Broker Expectation: \$25M Primary</b>	If capacity available from multiple insurers, estimate for \$25M limit: Excess of \$800,000+ estimated premiums
<b>Glatfelter</b> (PRMSA’s current Liability insurer)	Not a market for coastal property, cannot compete with pricing, deductibles, and specific coverages.
<b>Preferred/PGIT</b> (PRMSA’s current WC insurer)	Quoted and recommended
<b>Hiscox R5</b> (Terrorism and Sabotage)	Quoted and recommended
<b>Parametric</b>	Concept of several products discussed with Staff
<b>Lloyds</b> (NWS Deductible Buy-Down)	Indication of 9% ROL for buydown from 5% to 3% - match with Starr Tech renewal to bring deductible to approximately \$4.4M any one NWS loss.

## PROPERTY INSURANCE MARKET TRENDS

### PROPERTY | Q4 2023

#### Natural Disaster Impacts

- Many large carriers have posted substantial underwriting losses year-over-year. The marketplace hoped for a break in the final quarter of 2022 when Hurricane Ian hit with massive losses. Hurricane Idalia added \$3-5 billion of insured losses, further deteriorating underwriting losses.
- The growing frequency and intensity of natural disasters remain a significant concern across the commercial property insurance industry. These catastrophes often result in severe property damage and significant financial losses for policyholders. In the first half of 2023, natural disasters cost the global economy an estimated \$194 billion. In the U.S. alone, insurers footed the bill for eight multi-billion dollar events.
- Recent updates from the National Interagency Fire Center (NIFC) report that 20,000 wildfires have already burned more than 621,000 acres along the West Coast. Although this figure falls below the 10-year average, it indicates another challenging wildfire season in the months ahead.

### UNDERWRITING IMPACTS

- Replacement cost insurance to value continues to be a significant focus of the underwriting community. Failing to account for ongoing inflation and increased construction costs will call values into question.



Climate experts anticipate that natural disasters will continue to impact underwriting losses for the foreseeable future.

**Utilities Property  
Option #1 - Incumbent**

Term: April 30, 2024 to April 30, 2025

Company: Starr Surplus Lines Insurance Company (Non-Admitted)  
(Rated A++ XV by A.M. Best)

Starr Tech Participation: 100%

Form: Per Expiring Starr Tech Benchmark policy #23SSLDOAD306081 plus endorsements listed under Additional Terms and Conditions

Coverage: All Risk of direct physical loss or damage, covering Property Damage, Business Interruption, Extra Expense, and Boiler & Machinery, Terrorism Options.

<b>Values (per schedule on file)</b>	
\$144,513,031	Property Damage
\$1,000,000	Business Interruption
\$1,000,000	Extra Expense
<b>\$143,691,986</b>	<b>Total Insured Value</b>

<b>Policy Limit of Liability - Options</b>	
\$25,000,000	Any One Occurrence
\$15,000,000	Any One Occurrence

**Valuation**

This company's liability for loss under this policy for real and personal property (excluding stock) shall not exceed the smallest of the following amounts:

1. The amount of this policy.
2. The replacement cost of property or any part thereof, identical with property described herein, at the same location and intended for the same occupancy and use;
3. The amount actually and necessarily expended in repairing or replacing the property described herein, or any part thereof, at the same location, or another location, and intended for the same occupancy and use.
4. Actual Cash Value if the property is not repaired or replaced within 2.5 years.

Time Element Coverages: Actual Loss Sustained



**Utilities Property  
Option #1 - Incumbent**

<b>Sublimits</b>	
Sub-limits are per occurrence unless shown otherwise. The sub-limits below are part of and not in addition to the Policy Limit of Liability. Sub-limits are 100% and are subject to Starr Tech percentage participation.	
\$10,000,000	Earthquake, Annual Aggregate
\$10,000,000	Sinkhole, Annual Aggregate, except:
No Coverage	California Earthquake/Earth Movement
\$5,000,000	Flood, Annual Aggregate (Includes Storm Surge)
\$1,000,000	Flood (100 Year Flood Zones), Annual Aggregate
\$25,000,000	Named Windstorm
\$250,000	Accounts Receivable
\$2,500,000	Automatic Coverage
\$1,000,000	Business Interruption
\$500,000	Contractor's Equipment
\$1,500,000 or 25% of the loss, whichever is greater	Debris Removal
\$1,500,000	EDP Equipment & Media
\$250,000	Expediting Expense
\$1,000,000	Extra Expense
\$500,000	Fine Arts
\$1,000,000	Increased Cost of Construction, Demolition
\$50,000	Off Premises Foam & Firefighting Expense
\$100,000	Off Premises Power
\$100,000	Pollution Real & Personal, Annual Aggregate
\$5,580,457	PRMWSA Owned Water Transmission Lines (various locations as their interest may appear throughout Desoto, Manatee, Sarasota & Charlotte County, FL)
\$250,000	Subaqueous Line Above Water Air Relief Values (Charlotte Harbor, Punta Gorda, FL)
\$100,000	Temporary removal of property
\$100,000	Transit
\$500,000	Unnamed locations
\$1,000,000	Valuable papers

**Utilities Property  
Option #1 - Incumbent**

<b>Boiler &amp; Machinery Endorsement</b>	
\$100,000	Ammonia Contamination (B&M), Any One Accident
\$1,000,000	Business Interruption (B&M), Any One Accident
\$100,000	Consequential Damage (B&M), Any One Accident
\$100,000	Expediting Expenses (B&M), Any One Accident
\$1,000,000	Extra Expense (B&M), Any One Accident
\$100,000	Hazardous Substances (B&M), Any One Accident
\$100,000	Water Damage (B&M), Any One Accident

Deductibles:

All deductibles listed below are per occurrence except with respect to coverage provided for Boiler & Machinery which shall be any One Accident.

**Property Damage:** \$100,000 except

**Flood (Zones A & V and all Subzones including Storm Surge):** 5% of the Property Damage Total Insurable Values at the time of loss; subject to a minimum of \$1,000,000

**Named Windstorm:** 5% of the Property Damage Total Insurable Values at the time of loss; subject to a minimum of \$1,000,000

**Time Element (including but limited to):**

Business Interruption: 120 hours per occurrence  
 Extra Expense: 120 hours per occurrence  
 Off Premises Power: 120 hours per occurrence

As respects real and personal property, all claims for loss, damage or expense arising out of any one occurrence shall be adjusted as on claim and from the amount of each such adjusted claim there shall be deducted the sum stated on the Declaration Page.

Deductibles for Property Damage and Time Element shall be applied separately.

## **Utilities Property Option #1 - Incumbent**

Additional Terms and Conditions, include but are not limited to:

1. Coverages and/or Extensions of Coverage not specifically mentioned, even though they may be outlined in your submission, are not included.
2. Premium to be paid in full within 30 days of inception.
3. Minimum Earned Premium = 40%
4. Business Interruption coverage shall only apply to the 8998 SW County Road 769 scheduled main water treatment location.
5. 72 Hour Occurrence Definition applies to Wind, Flood, Earthquake and Riot.
6. Electrical transmission and distribution lines located beyond 1,000 feet from any Insured's locations are excluded.
7. Concrete reservoirs and underground pipes and pipelines are covered at Locations covered by this policy.
8. Signed Terrorism election forms to be received within 30 days of effective date.
9. Signed Statement of Property Values to be provided within 30 days of effective date.
10. This quotation is subject to change at any time prior to binding if any new losses not previously reported are incurred, whether from natural catastrophe or any other insured cause of loss.
11. The following endorsements/Additional Endorsements will attach to and form part of the form:
  - a. SSLIC Declarations
  - b. Common Policy Conditions
  - c. Commercial Property Conditions
  - d. OFAC Advisory Notice to Policyholders
  - e. Schedule of Forms and Endorsements
  - f. ST AR 100 Declarations
  - g. ST AR 200 General Conditions
  - h. ST AR 300 Property
  - i. ST AR 400 Business Interruption
  - j. Schedule of Locations
  - k. Accounts Receivable Endorsement
  - l. Agreed Amount Endorsement - PD
  - m. Agreed Amount Endorsement - BI
  - n. Authorities Endorsement
  - o. Automatic Coverage Endorsement
  - p. Biological or Nuclear Materials Exclusion
  - q. Boiler and Machinery Endorsement
  - r. Bridge Wording Endorsement
  - s. Cancellation Modification Endorsement
  - t. Communicable Disease Exclusion
  - u. Designated Region or Country Exclusion
  - v. Earthquake Endorsement
  - w. Electronic Data Processing Endorsement
  - x. Expediting Expense Endorsement
  - y. Extra Expense Endorsement
  - z. Fine Arts Endorsement
  - aa. Flood Endorsement
  - bb. Increased Cost of Construction and Demolition Endorsement

## **Utilities Property Option #1 - Incumbent**

Additional Terms and Conditions, include but are not limited to:

12. The following endorsements/Additional Endorsements will attach to and form part of the form, continued:

- cc. Millennium Endorsement (Combined Property/Boiler & Machinery)
- dd. Mold Exclusion
- ee. Named Windstorm Definition
- ff. Occurrence Limit of Liability Endorsement
- gg. Office Premises Foam & Fire Fighting Expense Endorsement
- hh. Off Premises Power Endorsement - BI
- ii. Political Risk Exclusion
- i. Property Cyber and Data Exclusion LMA5401
- jj. Property Excluded Endorsement
- kk. Replacement Cost Endorsement
- ll. Services of Process Clause
- mm. Sinkhole Endorsement
- nn. Temporary Removal of Property Endorsement
- oo. Terrorism Endorsement (Form #61333)
- pp. Time Element Definition
- qq. Trade & Economic Sanctions Endorsement
- rr. Transit Endorsement
- ss. Unnamed Locations Endorsement
- tt. Valuable Papers Endorsement
- uu. Policyholder – State Notices
- vv. Claims Notification

13. This insurance is issued pursuant to the Florida Surplus Lines Laws. Entities insured by surplus lines carriers do not have the protection of the Florida Insurance Guaranty Act to the extent of any right of recovery for the obligation of an insolvent, unlicensed insurer.

## **Preferred Governmental Insurance Trust (*Preferred*) Overview**

Several hundred members and millions in premiums prove that the *Preferred* Governmental Insurance Trust® fulfills what Florida needs: an insurance program exclusively customized and dedicated to the public sector. *Preferred* stays on the forefront of specialized insurance for property, casualty and workers’ compensation because it is non-profit and self-governed with a membership comprised solely of Florida public entities.

*Preferred’s* history dates back to 1999. Its robust membership and financial strength, including consistent growth of surplus, stem from its conservative platform of managed risk. *Preferred* is just that: ***preferred*** for unmatched public entity experience, innovation, stability and personalized service.

<b><i>Preferred’s</i> Member Types</b>		
Municipalities	Counties	Special Districts
Public Schools	Charter Schools	Sheriff Departments
Housing Authorities	Aviation Authorities	Transit, Port & Utility Authorities

<b><i>Preferred’s</i> Comprehensive Coverages</b>		
Property	Workers’ Compensation	General Liability
Automobile Liability	Automobile Physical Damage	Law Enforcement Liability
Public Officials Liability	Employment Practices Liability	Educators’ Legal Liability

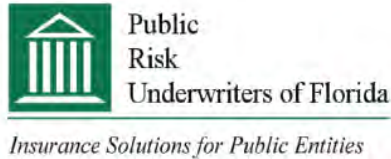
### **The Power of Groups and People**

What does a specialized insurance trust do for you? In the case of *Preferred*, it gives you the purchasing power of a very large trust with billions of covered property values—far more financial negotiating power than a single public entity can muster. As a *Preferred* member, you are part of a formidable Florida insurance trust.

The trust also transfers risks from any one public entity to the larger group. This provides all members of the trust better rating structures with less volatility. *Preferred’s* sole focus on government ensures that members’ unique needs are met.

## Underwriting and Administration

Behind *Preferred's* underwriting platform are decades of success built on integrity and market relationships. Our team of underwriters' vast insurance expertise enhances the actuarial and scientific data used to underwrite individual risks within the trust. Services delivered are both broad and precise. Reliability is assured. The administrator for *Preferred* is Public Risk Underwriters of Florida, Inc.® (PRU), Florida's premier public entity specialist of its kind. *Preferred's* claims administrator is PGCS Claim Services. With more than 25 years in claims experience, PGCS is Florida's foremost governmental third-party administration company.



### Underwriting Highlights

- **Diverse risk financing options:** guaranteed cost, deductible, self-insured retention, all lines aggregate
- **Competitive premium discounts** based on favorable experience and sound safety practices
- **Flexibility of coverage design**, including mono-line or package basis
- **Dynamic financial analysis** conducted periodically to validate the trust's superior financial standing

### Administration

- **General counsel, defense counsel and litigation services** by specialists in governmental law
- **Membership relations** for networking and professional development
- **Legislative Pulse newsletter** from Tallahassee-based law firm
- **Professional marketing** that guarantees local agent support, governmental knowledge and an ever-growing group of members
- **Preferred News**—a quarterly publication covering the spectrum of government insurance issues
- **State filing, accounting and independent CPA audited financials** as needed

## *Preferred's* Expert Boards Know Your Business

*Preferred* is governed and guided by people working daily in all segments of Florida's public sector – from municipalities to counties to schools to special taxing districts.

The Board of Trustees is comprised of elected public officials who work wisely and diligently to set policy, keeping *Preferred* as the premier public entity insurer of its kind.

## ***Preferred Claims Administration***

Preferred Governmental Claim Solutions, Inc. ® (PGCS) is the premier governmental third-party claims administrator in the state of Florida and administers the claims for Preferred Governmental Insurance Trust (*Preferred*). Since its founding in 1956, PGCS has provided claims administration services exclusively to over 450 governmental entities including schools, cities, towns, counties, community development districts, and fire districts. Therefore, PGCS's adjusters are extremely qualified to handle governmental tort liability and public sector workers' compensation claims. They are experts at investigating and handling police and firefighters presumption claims. PGCS is sensitive to the politics involved in the handling of public entity claims.

PGCS's claims administration program consists of workers' compensation, general liability, bodily injury, personal injury, property, auto liability, auto physical damage, employment practices liability, school leaders/educators liability and public officials liability. Their claims staff has over 630 years of combined insurance experience and each has been with PGCS an average of 8 years. Claims are handled under strict supervision in accordance with the PGCS workers' compensation and liability claim handling procedure manuals and the PGCS claim best practices manual. A random sampling of each adjuster's claim files are audited on a monthly basis by a Quality Assurance Manager to ensure compliance.

PGCS provides their clients with a dedicated Subrogation Unit to pursue reimbursements from at-fault third parties. Their current recovery rate is fifty-nine (59) percent of the claim costs expended. PGCS also has a dedicated excess reporting and recovery unit for communication to and securing reimbursement from the excess and/or reinsurance carriers. In addition, PGCS provides a state-approved Special Investigation Unit (SIU) to prevent and pursue fraudulent claims. PGCS offers rewards up to \$10,000.00 for the arrest and conviction of persons committing workers' compensation fraud. This service is provided via a twenty-four hour seven day a week hotline.

PGCS utilizes the RiskMaster system for claims processing. This system captures a wide variety of data and allows the adjuster to enter an unlimited number of claim notes, process reserve changes, and issue claim payments. Customized reports can be obtained from PGCS's on-line system containing a multitude of data parameters that a client may choose to analyze. The system can be accessed by clients via their website at [www.pgcs-tpa.com](http://www.pgcs-tpa.com).

Communication with PGCS's clients is the cornerstone of their claims administration program. Professional adjusters, nurses, management, quarterly in-depth claim review meetings, 24/7 claim reporting, utilization of attorneys specializing in public entity defense, litigation management, and return to work programs are just a sample of how PGCS has set the standard for the industry.

PGCS is committed to partnering with their clients to provide professional and aggressive claim management programs. While they are recognized as the leader in the industry, PGCS is always striving to improve the quality of their programs and expand the services that they offer.



## *Preferred* Safety and Risk Management Services

The success of any public sector community is tied to its ability to protect and preserve its human physical assets. This basic premise serves as the cornerstone of an effective Safety Management program and underscores the importance of Safety and Risk Control to the community. *Preferred's* Safety and Risk Management Department is very aware of the valuable contribution a comprehensive safety and risk control program makes to the bottom-line of any organization.

At *Preferred*, Safety consultations originate with one basic thought—to recommend specific measures to minimize or eliminate the exposures that cause accidents. This does not mean that the workplace become no-risk utopias, but we expect our consultants to recommend measures to control and minimize all types of accidents, injuries and illnesses to our *Preferred* members' operations and premises.

*Preferred* is dedicated to meeting the challenge of the complex issues facing public sector organizations. Disarming these issues and converting them into solutions which work to the advantage of our goal. *Preferred's* approach to risk control incorporates the following elements:

- **Exposure Identification** – Assist management in determining areas where a chance of loss might exist through cause trend analysis, work site evaluations, and facility inspections.
- **Exposure Measurement and Loss Analysis** – Loss analysis and a review of the consequences of the exposures will be considered to develop alternative methods of control.
- **Determination and Selection of Appropriate Risk Control Methods** – Based on measurement and analysis, specific recommendations and/or custom designed risk control plan will be formulated. OSHA, as well as other Agency Standards will be applied and/or used as a “Best Practice” measure when designing and formulating safety and risk control plans.
- **Training and Safety Management Consulting** – After considering client needs specific services and/or training will be formulated and initiated to fit the client's need. Key Personnel or specialty consulting services with the knowledge and skills needed to meet those identified needs will be provided.
- **Additional Consulting Services Available** – *Preferred's* Safety & Risk Management has other services available that may benefit our clients. These services include security evaluations and review of existing safety and risk programs.

*Preferred's* Safety and Risk Management Department evaluates the unique needs to each client, ultimately designing a program that is capable of being integrated into the overall safety and risk control efforts of each client. *Preferred's* dedication to the problem-solving approach is the foundation of their Safety and Risk Management Service.

**Preferred Governmental Insurance Trust  
Excess Property Structure 2023-2024\***

*\*2024-2025 Structure to be Confirmed*

All Property Insured by Trust	
\$240,000,000 Total Limit	
<p>\$40,000,000 Chubb Europe Convex Fortegra Lancashire Landmark American Lloyds Starr Surplus (Excess over Tower 1 &amp; Tower 2)</p>	
<p>\$100,000,000</p> <p>Aspen Specialty AWAC Beazley USA Berkshire Hathaway Chubb Europe Fidelis Houston Specialty Independent Specialty Interstate Fire Landmark American Lexington Lloyds Princeton Starr Surplus Westchester Westfield</p> <p>(Tower 1)</p>	<p>\$100,000,000</p> <p>Aspen Specialty AWAC Berkshire Hathaway Convex Evanton Fidelis Independent Specialty Interstate Fire Ironshore Lancashire Landmark American Lexington Lloyds Princeton Starr Surplus Starstone Swiss Re Westchester Westfield</p> <p>(Tower 2)</p>
\$25,000	
Property Inland Marine and Automobile PD	

The Preferred Property program is a shared limit. The limits purchased are a per occurrence limit and in the event an occurrence exhausts the limit purchased by Preferred on behalf of the members, payment to you for a covered loss will be reduced pro-rata based on the amounts of covered loss by all members affected by the occurrence.

**Preferred Governmental Insurance Trust  
Excess Property Structure 2023-2024\***

*\*2024-2025 Structure to be Confirmed*

**Preferred Governmental Insurance Trust  
Municipality Excess Insurance Structure 23-24**

Carrier	A.M. Best Rating	Status
Allied World Assurance Company U.S. (AWAC)	A XV	Non-admitted
Arch Insurance Co	A+ XV	Admitted
Aspen Specialty	A XV	Non-admitted
Beazley Insurance Company	A XV	Non-admitted
Berkshire Hathaway Specialty Insurance Co	A++ XV	Non-admitted
Chubb Bermuda Insurance	A++ XV	Non-admitted
Convex	A- XV	Non-admitted
Fidelis	A XIV	Non-admitted
Fortegra Specialty Insurance Co	A- IX	Non-admitted
Houston Specialty	A- IX	Non-admitted
Indian Harbor Insurance Co	A+ XV	Non-admitted
Interstate Fire & Casualty	A+ XV	Non-admitted
Lancashire Insurance Co	A XIII	Non-admitted
Landmark American Indemnity Co	A++ XIV	Non-admitted
Lexington Insurance Co	A XV	Non-admitted
Lloyds	A XV	Non-admitted
Princeton Excess & Surplus Lines Insurance Company	A+ XV	Non-admitted
Starr Surplus Lines Insurance Co	A XV	Non-admitted
Travelers Indemnity Co	A++ XV	Non-admitted
Velocity Specialty Insurance Co	A- VIII	Non-admitted
Westchester Surplus Lines Insurance Co	A++ XV	Non-admitted
Westfield Insurance Co	A XV	Non-admitted

This is a summary of the excess structure and is for illustrative purposes only. It is not intended to provide full details regarding retentions, limits, sub-limits and aggregates. Please refer to your coverage agreement for details of applicable coverage.

**NOTE:** Preferred will be appraising all property currently scheduled. At time of finalization of appraisal, building values are to be adjusted accordingly or Stated Value endorsement will be applied with immediate effect.

## Property – Inland Marine Option #2

Term: April 30, 2024 to April 30, 2025

Company: Preferred Governmental Insurance Trust (*Preferred*)

Covered Property (Per Schedule Provided)	
\$136,517,720	Blanket Buildings and Contents*
Special Property Coverages	
\$5,000,000	Flood
\$10,000,000	Earth Movement
N/A	TRIA (QUOTED BUT NOT INCLUDED IN PREMIUM)
Inland Marine (Per Schedule Provided)	
\$500,000	Blanket Unscheduled Inland Marine***
Included in Blanket	Communication Equipment***
Included in Blanket	Contractor's / Mobile Equipment***
Included in Blanket	Electronic Data Processing Equipment***
Included in Blanket	Emergency Portable Service Equipment***
Included in Blanket	Fine Arts***
Included in Blanket	Other Inland Marine
Included in Blanket	Rented, Leased or Borrowed Equipment♦♦
Included in Blanket	Valuable Papers
Not Included	Watercraft, Not Including Hull Coverage**

Deductibles: \$25,000 per Occurrence – Buildings and Contents, Earth Movement

5% of TIV per Occurrence / Per Location for “Named Storm” subject to minimum of \$100,000 Per Occurrence. Location is defined by each itemized listing on the applicable schedule. Also applies to Inland Marine.

\$25,000 any one occurrence for Flood, except:  
Excess of maximum NFIP available whether purchased or not or 5% of the TIV at each affected location whichever is greater for Zones A & V

\$5,000 per Occurrence – Inland Marine

**\*Blanket Building & Contents DOES NOT INCLUDE: Overhead Transmission Lines, Yard Piping, Subaqueous Lines.**

\*\*\*Unscheduled items are subject to a maximum value of \$25,000 or less per item. Items valued above this amount must be scheduled.

\*\*Watercraft, not exceeding 25 feet, coverage is not hull coverage. Limited to Specified Perils only, excluding collision with another object.

♦♦Unscheduled items are subject to a maximum value of \$250,000 or less per item, subject to the maximum per occurrence loss limit shown on the Inland Marine Schedule. Items valued above \$250,000 must be schedule.

## Property – Inland Marine Option #2

Coverage:

1. Special form (formerly “All Risk”), subject to policy exclusions.
2. Replacement Cost applies to Buildings, Contents and EDP is subject to all terms and conditions of the coverage agreement the most we will pay for all loss, damage or costs in any one occurrence is the applicable limits of liability shown in the property declaration. **The blanket limit of coverage shown in the property declaration applies to all covered property unless a separate limit, lower limit or reduced amount of coverage is indicated elsewhere in the coverage agreement or in the property declaration.**
3. Inland Marine coverage paid at “Agreed Value” if the valuation type on the Inland Marine schedule is shown as agreed value; or the lesser of Actual Cash Value or 110% of the value reported on the schedule. See policy for complete details.
4. *Preferred* will pay for covered loss to your real property, inland marine or personal property:
  - a. At the location shown on the Schedule of the Declarations,
  - b. Property in the open within 1,000 feet of locations described in a. above,**
  - c. With respects to Inland Marine, at or away from your covered location.
5. No Coinsurance Clause.
6. Certain coverages subject to sub-limits stated in policy.
7. During the current Coverage Agreement period, *Preferred* will not charge an additional premium for **new locations** if the value of a **new location** or total value of all **new locations** at the same physical address that are acquired or newly constructed during the coverage agreement period **is less than \$15,000,000** and if the location is acquired after the inception date of the Coverage Agreement. If the newly added location was owned or acquired prior to the inception date of the Coverage Agreement then premium is due at the time the location is added.
8. The *Preferred* Property Program is a shared limit. The limits purchased are a per occurrence limit and in the event an occurrence exhaust the limit purchased by *Preferred* on behalf of the members, payment to you for a covered loss will be reduced pro-rata based on the amounts of covered loss by all members affected by the occurrence.
- 9. *Preferred* will be appraising all property currently scheduled. At time of finalization of appraisal, building values are to be adjusted accordingly or Stated Value endorsement will be applied with immediate effect.**



**Property – Inland Marine  
Option #2**

<b>Sublimits of Coverage</b>	
Sublimits apply as part of, and not in addition to, the overall Total Insured Values coverage limit.	
\$500,000	Accounts Receivable, per occurrence
\$1,000,000	Additional Expense
\$5,000	Animals, annual aggregate
\$500,000	Business Income
\$250,000, or 25% of loss whichever is greater	Debris Removal, per occurrence
\$1,000,000	Demolition Cost, Ordinance & Increased Cost of Construction, per occurrence
\$250,000	Errors and Omissions, per occurrence
\$5,000	Expediting Expense, per occurrence
\$25,000	Fire Department Charges, per occurrence
\$50,000	Fungus Cleanup Expense, annual aggregate
\$25,000 Per Occurrence \$1,000 Max per Tree	Lawns, Plants, Trees and Shrubs, Excludes Wind (see policy form for additional restrictions)
\$2,000,000	New Locations, per occurrence – 60 days from the date new location(s) is first purchased, rented or occupied, whichever is earlier. See policy for details.
\$50,000	Personal Property of Employees, per occurrence
\$50,000	Pollution Cleanup Expense, annual aggregate
\$250,000	Preservation of Property, per occurrence
\$20,000	Professional Fees, per occurrence
\$150,000	Property at Miscellaneous Unnamed Locations
\$10,000	Recertification, per occurrence
\$100,000	Service Interruption Coverage, per occurrence
\$250,000	Transit, per occurrence

## Property – Inland Marine Major Exclusions Option #2

Property **Not** Covered includes but not limited to:

1. Animals, water, land including land on which the property is located, shrubs, trees, lawns, growing crops, or standing timber, except under conditions described in the “Extensions of Coverage” section of the policy.
2. Aircraft.
3. Property you sold under conditional sale, trust agreement, installment payment, or other deferred payment plan after such property has been delivered to the customer.
4. Caves, caverns, mines or any type, or any property contained within them.
5. Currency, money, notes or securities.
6. Dams, dikes or levees.
7. Contraband or property in the course of illegal transportation or trade.
8. Property covered under import or export ocean cargo policies.
9. Property you transport as a common carrier.
10. Property shipped by mail, unless sent registered or certified.
- 11. Watercraft unless loss is from a specified peril and scheduled on the inland marine schedule.**
12. Vehicles licensed or designed for highway use, unless shown on the Property Declaration, Extensions of Coverage item U, and then no coverage for any over the road coverage, or collision with another vehicle or object. The AOP deductible applies per occurrence and in the event of a Named Storm the Named Storm deductible applies per vehicle rather than per location. This coverage is paid at actual cash value at time of loss.
13. Bulkheads, docks, piers, wharves, retaining walls, boardwalks or underwater conduits from: freezing and thawing; impact of watercraft; waves, or debris driven by waves; pressure or weight of ice or water, whether driven by wind or not; or sinking or settling.
14. Dune walkovers, unless loss is at a covered location and from a specified peril other than collapse. **No wind coverage is afforded for dune walkovers.**
15. Electrical or communication lines, towers, and poles you own that are not located on a “covered location” insured under this policy.
16. Personal property of volunteers.
17. Underground pipes, unless loss is from a specified peril.
18. If building has been vacant for more than 90 consecutive days before a loss or damage, the following perils will be excluded: Vandalism, Sprinkler leakage, unless the system has been protected against freezing, building glass breakage, water damage, theft or attempted theft.
19. Yard Piping and Water Transmissions Lines
20. Overhead Transmission Lines



## Property – Inland Marine Major Exclusions Option #2

Excluded Risks of Direct Physical Loss include but not limited to:

1. War, invasion, acts of foreign enemies, hostilities or war like operations, civil war, rebellion, revolution, insurrection, civil commotion, military, usurped power, or any act of terrorism
2. Biological or Chemical Materials
3. Electronic Data or Electronic Data Recognition Exclusion
4. Asbestos
5. Damage caused by electronic currents artificially generated.
6. Pollution, except as provided under “Extensions of Coverage”
7. Building ordinance enforcement or Government action
8. Nuclear reaction
9. Utility failure
10. Fungus, except as provided under “Extensions of Coverage”
11. Any offshore oil well or oil shipping/tanker incident and the ensuing oil spill

**“Named Storm”** Definition: “...*the direct action of wind, including wind driven water and storm surge when associated with or occurring in conjunction with a storm or weather disturbance which is named...*” Wind driven water and storm surge loss are NOT subject to Flood Sublimit and are included to the blanket limits.

Flood coverage in zones A or V, or within a 100 Year Flood Plain as designated by the United States Army Corps of Engineers, will have a special flood deductible equal to all flood insurance available for such property under the NFIP, whether purchased or not or 5% of the Total Insured Value at each affected location whichever is greater. If such property is not eligible for the National Flood Insurance Program because the community in which the property is located does not participate in the NFIP, the Special Flood Deductible will be \$1,000,000 per insured location damaged in the flood occurrence or 5% of the Total Insured Value at each affected location whichever is greater.

Flood zones A will include, but not be limited to all the sub-classifications of AO, AH, AE, AR, A1 through A99, or any other sub-classification with the A prefix or designation. Flood zones V will include, but not be limited to all the sub-classifications of VO, VH, VE, VR V1 through V99, or any other sub-classification with the V prefix or designation. See policy form for special deductible restrictions.

## Property – Inland Marine (Equipment Breakdown Coverage) Option #2

Term: April 30, 2024 to April 30, 2025

Company: Preferred Governmental Insurance Trust (*Preferred*)

Covered Equipment: Covered Property built to operate under vacuum or pressure, other than weight of contents, or used for the generation, transmission or utilization of energy.

Coverage	Limit
Property Damage / Loss of Business Income / Additional Expense per accident	\$100,000,000
Water Damage	\$1,000,000
Ammonia Contamination	\$1,000,000
Hazardous Substance Coverage	\$1,000,000
Utility Interruption (24 Hour Waiting Period)	\$2,000,000
Spoilage Damage	\$250,000
Ordinance or Law	\$1,000,000
Expediting Expenses	\$1,000,000
Data or Media	\$250,000
Fungus, Wet Rot, Dry Rot	\$15,000

Deductibles: Same as Property – Building and Contents  
24 Hours – Utility Interruption

## Terrorism

Term: April 30, 2024 to April 30, 2025

Company: Lloyd's of London  
(Non-Admitted, Rated A XV by A.M. Best)

Total Insured Value: \$146,513,031

Limit	Limit of Liability	Deductible
\$25,000,000	Terrorism & Sabotage (per occurrence/aggregate)	\$100,000 / 0 Hrs. Waiting Period
\$25,000,000	Terrorism & Sabotage Liability (per occurrence/aggregate)	
Sublimits		
Terrorism and Sabotage Coverage Part: TR5 P0004 CW (07-19)		
\$2,000,000	Business Interruption	\$100,000 0 Hours Waiting Period
\$1,000,000	Civil or Military Authority, 30 days, 1 mile	
\$250,000	Debris Removal Expenses	
\$250,000	Decontamination Costs Excluding NCBR	
\$1,000,000	Demolition and Increased Cost of Construction	
\$250,000	Errors and Omissions	
\$1,000,000	Electronic Data Processing Media	
\$0 and 180 day(s)	Extended Period of Indemnity	
\$250,000	Fine Arts	
\$1,000,000	Ingress/Egress, 30 Days, 1 Mile	
\$250,000	Preservation of Property	
\$250,000	Professional Fees	
\$250,000	Relocation Expense	
\$1,000,000	Service Interruption, 30 Days, 1 Mile	
\$250,000	Transit	
\$250,000	Valuable Papers	
\$250,000	Accounts Receivable	
\$1,000,000	Automatic Coverage, 30 Days	
\$250,000	Commissions, Profits and Royalties	
\$250,000	Delay in Startup Costs	
\$10,000	Fire Protective Costs	
\$250,000	Green Building Additional Expense	
\$250,000	Key and Lock Expense	
\$10,000	Landscaping	
\$1,000,000	Miscellaneous Unnamed Locations, 30 Days	
\$1,000,000	Newly Acquired Locations, 90 Days	
\$1,000,000	Property in Course of Construction	
\$250,000	Soft Costs	
OPTIONS	Nuclear, Chemical, Biological, Radiological (NCBR coverage) - <b>See Premium Recapitulation</b>	\$0 Each Claim

## **Terrorism**

Endorsements include, but not limited to:

- TR5 P0001 CW (09-17)
- E2007.8 - Lloyd's Syndicate (33) Endorsement
- E2010.1 - Premium Payment Clause (Reinsurance)
- E2013.2 - Service of Suit Endorsement
- E2021.1 - Florida Amendatory Endorsement
- E2017.3 - Policyholder Disclosure Notice of Terrorism Insurance Cover
- E2081.1 - Amend War Exclusion Endorsement

Terms & Conditions include, but not limited to:

1. 12-month policy period
2. 100% Lloyd's syndicate paper which is rated A by A.M. Best Financial Size Category is Class XV.
3. Premium due within 10 days of binding.
4. Quote valid until 04/14/2024 at 12:01 am.
5. (90) Thirty Day Notice of Cancellation, except, (10) days for non-payment of premium, or per state requirement.
6. The Company has the right to withdraw or amend quote at the Company's discretion in the event of any activity, change or loss.
7. Any changes to coverage prior to binding will be subject to carrier approval.
8. In the event of any storm activity (named or unnamed) the binding of this quote is at the discretion of the insuring carrier and is not considered effective until carrier approval is received.
9. All forms, exclusions, terms and conditions listed above or attached are including but not limited to. Policy terms and conditions prevail in the absence of any discrepancies.
10. This insurance is issued pursuant to the Florida Surplus Lines Laws. Entities insured by surplus lines carriers do not have the protection of the Florida Insurance Guaranty Act to the extent of any right of recovery for the obligation of an insolvent, unlicensed insurer.

Premium Recapitulation  
Page 1 of 2

	<u>Annual Premium</u>	<u>Check Option</u>	
		<u>Accept</u>	<u>Reject</u>
<b>PROPERTY</b>			
<b>Option #1 (Incumbent) - Starr Tech</b>			
Premium - \$25,000,000 Limit	\$790,000.00		
Premium - \$15,000,000 Limit	\$600,000.00		
Engineering Fee	\$7,000.00		
Florida State EMPA Surcharge	\$4.00		
<b>Total Premium – \$25M Option</b>	<b>\$797,004.00</b>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Total Premium – \$15M Option</b>	<b>\$607,004.00</b>	<input type="checkbox"/>	<input type="checkbox"/>
<i>Optional - Certified Terrorism</i>	\$23,087.00	<input type="checkbox"/>	<input type="checkbox"/>
<i>Optional - Non-Certified Terrorism</i>	\$2,565.00	<input type="checkbox"/>	<input type="checkbox"/>
<b>Option #2 - Preferred</b>			
Property including Equipment Breakdown	<b>\$709,841.00</b>	<input type="checkbox"/>	<input type="checkbox"/>
Package Payment Plan:	Annual	<input type="checkbox"/>	<input type="checkbox"/>
<b>Option #2 - Hiscox Terrorism &amp; Sabotage</b>			
Terrorism & Sabotage	\$17,000.00		
Fee	\$1,000.00		
<b>Total Premium</b>	<b>\$18,000.00</b>	<input type="checkbox"/>	<input type="checkbox"/>
<i>Optional - Add \$2.5M NCBR</i>	\$33,750.00	<input type="checkbox"/>	<input type="checkbox"/>
<i>Optional - Add \$5M NCBR</i>	\$67,500.00	<input type="checkbox"/>	<input type="checkbox"/>

**Premium Recapitulation  
Page 2 of 2**

**I authorize Brown & Brown to request the underwriters to bind coverage on the items indicated above and acknowledge receipt of the Compensation and Financial Condition Disclosure(s) provided in this proposal.**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name & Title)

\_\_\_\_\_  
(Date)



**Notes of Importance:**

1. Quotes provided in the proposal are valid until 04/14/2024. After this date terms and conditions are subject to change by the underwriters.
2. *Preferred* is not subject to the Florida Insurance Guaranty Act, in the event it becomes unable to meet its claims payment obligations. However, insured is named on excess of loss policies.
3. Some of the Carriers of the *Preferred* excess of loss policies are issued pursuant to the FL Surplus Lines laws. Entities insured by surplus lines carriers do not have the protection of the FL Insurance Guaranty Act to the extent of any right of recovery for the obligation of an insolvent, unlicensed insurer.
4. Quote is subject to review and acceptance by *Preferred* Board of Trustees.
5. Premiums are subject to change if all lines of coverage quoted are not bound. **Premiums are subject to 25% minimum premium-Preferred, 40% minimum premium-Starr upon binding, Hiscox Terrorism & Sabotage 25% minimum earned premium.**
6. Not all coverages requested may be provided in this quotation.
7. Flood quotes from NFIP may be available. Please advise your agent if you have property located in zones A or V and would like to have separate NFIP quotes.
8. Property values are based on information supplied by you. You should have reviewed your property schedule and as you deem necessary have appraisals done to verify your reported values are accurate based on current market conditions.
9. The Trust requires all Members to maintain valid and current certificates of workers' compensation insurance for all work performed by persons other than its employees.
10. **The total premium is due within 30 days of inception. Premium financing can be arranged if needed.**
11. Quote is not bound until written orders to bind are received from the insured and the Trust/Company subsequently accepts the risk.
12. Should signed application reveal differing details/data than original application received, the entire quote/binder is subject to revision and possible retraction.
13. Higher limits of liability may be available. Please consult with your agent.
14. This proposal is based upon exposures to loss made known to the Brown & Brown. Any changes in exposures (i.e. new operations, new acquisitions of property or change in liability exposure) need to be promptly reported to us in order that proper coverage may be put into place.
15. **This proposal is intended to give a brief overview. Please refer to coverage agreements for complete information regarding definition of terms, deductibles, sub-limits, restrictions and exclusions that may apply. In the event of any differences, the policy will prevail.**

## **Retail Compensation Disclosure**

In addition to the commissions or fees received by us for assistance with the placement, servicing, claims handling, or renewal of your insurance coverages, other parties, such as excess and surplus lines brokers, wholesale brokers, reinsurance intermediaries, underwriting managers and similar parties, some of which may be owned in whole or in part by Brown & Brown, Inc., may also receive compensation for their role in providing insurance products or services to you pursuant to their separate contracts with insurance or reinsurance carriers. That compensation is derived from your premium payments. Additionally, it is possible that we, or our corporate parents or affiliates, may receive contingent payments or allowances from insurers based on factors which are not client-specific, such as the performance and/or size of an overall book of business produced with an insurer. We generally do not know if such a contingent payment will be made by a particular insurer, or the amount of any such contingent payments, until the underwriting year is closed. That compensation is partially derived from your premium dollars, after being combined (or "pooled") with the premium dollars of other insureds that have purchased similar types of coverage. We may also receive invitations to programs sponsored and paid for by insurance carriers to inform brokers regarding their products and services, including possible participation in company-sponsored events such as trips, seminars, and advisory council meetings, based upon the total volume of business placed with the carrier you select. We may, on occasion, receive loans or credit from insurance companies. Additionally, in the ordinary course of our business, we may receive and retain interest on premiums you pay from the date we receive them until the date of premiums are remitted to the insurance company or intermediary. In the event that we assist with placement and other details of arranging for the financing of your insurance premium, we may also receive a fee from the premium finance company.

If an intermediary is utilized in the placement of coverage, the intermediary may or may not be owned in whole or part by Brown & Brown, Inc. or its subsidiaries. Brown & Brown entities operate independently and are not required to utilize other companies owned by Brown & Brown, Inc., but routinely do so. In addition to providing access to the insurance company, the Wholesale Insurance Broker/Managing General Agent may provide additional services including, but not limited to: underwriting; loss control; risk placement; coverage review; claims coordination with insurance company; and policy issuance. Compensation paid for those services is derived from your premium payment, which may on average be 15% of the premium you pay for coverage, and may include additional fees charged by the intermediary.

Questions and Information Requests. Should you have any questions, or require additional information, please contact this office at (386) 252-6176 or, if you prefer, submit your question or request online at <http://www.bbinsurance.com/customerinquiry/>.

## ***PREFERRED* Compensation Disclosure**

We appreciate the opportunity to assist with your insurance needs. Information concerning compensation paid to other entities for this placement and related services appears below. Please do not hesitate to contact us if any additional information is required.

Our office is owned by Brown & Brown, Inc. Brown & Brown entities operate independently and are not required to utilize other companies owned by Brown & Brown, Inc., but routinely do so.

For the 2023 – 2024 policy year, your insurance was placed with Preferred Governmental Insurance Trust (*Preferred*). *Preferred* is an insurance trust formed by Florida public entities through an Interlocal Agreement for the purpose of providing its members with an array of insurance coverages and services. *Preferred* has contracted with entities owned by Brown & Brown, Inc. to perform various services. As explained below, those Brown & Brown entities are compensated for their services.

*Preferred* has contracted with Public Risk Underwriters (PRU), a company owned by Brown & Brown, Inc., to administer *Preferred's* operations. The administrative services provided by PRU to *Preferred* include:

- Underwriting
- Coverage review
- Marketing
- Policy Review
- Accounting
- Issuance of *Preferred* Coverage Agreements
- *Preferred* Member Liaison
- Risk Assessment and Control

Pursuant to its contract with *Preferred*, Public Risk Underwriters of Florida, Inc. (PRU) receives an administration fee, based on the size and complexity of the account, of up to 10% of the *Preferred* premiums billed and collected.

*Preferred* has also contracted with Preferred Governmental Claims Solutions (PGCS), a company owned by Brown & Brown, Inc., for purposes of administering the claims of *Preferred* members. The services provided by PGCS to *Preferred* may include:

- Claims Liaison with Insurance Company
- Claims Liaison with *Preferred* Members
- Claims Adjustment

Pursuant to its contract with *Preferred*, PGCS receives a claims administration fee for those accounts which PGCS services of up to 5% of the non-property portion of the premiums you pay to *Preferred*.

*Preferred* also utilizes wholesale insurance brokers, some of which (such as Peachtree Special Risk Brokers and Apex Insurance Services) are owned by Brown & Brown, Inc., for the placement of *Preferred's* insurance policies. The wholesale insurance broker may provide the following services:

- Risk Placement
- Coverage review
- Claims Liaison with Insurance Company
- Policy Review
- Current Market Intelligence

The wholesale insurance broker's compensation is largely dictated by the insurance company. It typically ranges between 10% and 17% of the premiums you pay to *Preferred* for your coverage.

## Notice of Carrier Financial Status

---

Risk Management Associates, Inc., and its parent company, Brown & Brown, Inc. (collectively “Brown & Brown”) do not certify, warrant or guarantee the financial soundness or stability of any insurance carrier or alternative risk transfer or pooling entity. We endeavored to place your coverage with an insurance carrier with an AM Best Company financial rating of “A-” or better.\* While Brown & Brown cannot certify, warrant or guarantee the financial soundness or stability of any insurance carrier or alternative risk transfer or pooling entity or otherwise predict whether the financial condition of any such entity might improve or deteriorate, we are hereby providing you with notice and disclosure of financial condition so that you can make an informed decision regarding the placement of coverage. Accordingly, with receipt of this notice you acknowledge the following with regard to the placement and any subsequent renewal of the coverage indicated below:

- Brown & Brown may have other options for your insurance placement, including quotations with insurance carriers holding an “A-” or better rating from AM Best Company. Alternative quotes may be available with an A- or better rated carrier upon your request.
- Coverage is being quoted through **Preferred Governmental Insurance Trust (“Preferred”)**, which is as a Florida local government self-insurance fund established pursuant to Section 624.4622, Florida Statutes, as such **Preferred** is not rated by the AM Best Company.
- **Preferred** is not subject to the protections afforded by any state guaranty fund or association.
- The financial condition of insurance companies and other coverage providers including local government self-insurance funds like **Preferred** may change rapidly and that such changes are beyond the control of Brown & Brown.
- You should review the financial and membership information from **Preferred** and agree to abide by the conditions of membership established by **Preferred**.
- You should consider the information provided, including the **Preferred** coverage quote and coverage placement and review it with your accountants, legal counsel and advisors.

**Named Insured:** Peace River Manasota Regional Water Supply Authority  
**Line of Coverage(s):** Property, Inland Marine  
**Policy Number(s):** PK FL1 0414202 23-01  
**Policy Period(s):** 4/30/2024-4/30/2025  
**Date of Notice:** 3/18/2024

\* AM Best Rating Guide: Rating for Stability: A++ to F = Highest to lowest rating  
Financial Size Category: XV to I - Largest to smallest rating

<b>Guide to Bests Ratings</b>		
<b>Best Category</b>	<b>Rating</b>	<b>Description</b>
Secure	A++	Superior
Secure	A+	Superior
Secure	A	Excellent
Secure	A-	Excellent
Secure	B++	Very Good
Secure	B+	Very Good
Vulnerable	B	Fair
Vulnerable	B-	Fair
Vulnerable	C++	Marginal
Vulnerable	C+	Marginal
Vulnerable	C	Weak
Vulnerable	C-	Weak
Vulnerable	D	Poor
Vulnerable	E	Under Regulatory Supervision
Vulnerable	F	In Liquidation
Vulnerable	S	Rating Suspended
Not Rated	NR-1	Insufficient Data
Not Rated	NR-2	Insufficient Size and/or operating experience
Not Rated	NR-3	Rating Procedure Inapplicable
Not Rated	NR-4	Company Request
Not Rated	NR-5	Not Formally Followed
Rating Modifier	u	Under Review
Rating Modifier	q	Qualified
Affiliation Code	g	Group
Affiliation Code	p	Pooled
Affiliation Code	r	Reinsured

<b>Guide to Best's Financial Size Categories</b>		
Reflects size of insurance company based on their capital, surplus and conditional reserve funds in U.S. dollars.	<b>I</b>	Less than \$1,000,000
	<b>II</b>	\$1,000,000 - \$2,000,000
	<b>III</b>	\$2,000,000 - \$5,000,000
	<b>IV</b>	\$5,000,000 - \$10,000,000
	<b>V</b>	\$10,000,000 - \$25,000,000
	<b>VI</b>	\$25,000,000 - \$50,000,000
	<b>VII</b>	\$50,000,000 - \$100,000,000
	<b>VIII</b>	\$100,000,000 - \$250,000,000
	<b>IX</b>	\$250,000,000 - \$500,000,000
	<b>X</b>	\$500,000,000 - \$750,000,000
	<b>XI</b>	\$750,000,000 - \$1,000,000,000
	<b>XII</b>	\$1,000,000,000 - \$1,250,000,000
	<b>XIII</b>	\$1,250,000,000 - \$1,500,000,000
	<b>XIV</b>	\$1,500,000,000 - \$2,000,000,000
	<b>XV</b>	Greater than \$2,000,000,000

Brown & Brown always strives to place your coverage with highly secure insurance companies. We cannot, however, guarantee the financial stability of any carrier.

## Statement Acknowledging That Coverage Has Been Placed With A Non-Admitted Carrier

Per Florida Statute, the insured is required to sign the following E&S disclosure:

The undersigned hereby agrees to place insurance coverage in the surplus lines market and understands that superior coverage may be available in the admitted market and at a lesser cost. Persons insured by surplus lines carriers are not protected by the Florida Insurance Guaranty Association with respect to any right of recovery for the obligation of an insolvent unlicensed insurer.

Peace River Manasota Regional Water Supply Authority  
Named Insured

Signature of Insured's Authorized Representative

Date

Starr Surplus Lines Insurance Company  
Name of Excess and Surplus Lines Carrier

Commercial Property  
Type of Insurance

23SSLDOAD306081  
Renewal of Policy Number

4/30/2024-4/30/2025  
Effective/Expiration Date of Coverage

Florida  
State

## Statement Acknowledging That Coverage Has Been Placed With A Non-Admitted Carrier

Per Florida Statute, the insured is required to sign the following E&S disclosure:

The undersigned hereby agrees to place insurance coverage in the surplus lines market and understands that superior coverage may be available in the admitted market and at a lesser cost. Persons insured by surplus lines carriers are not protected by the Florida Insurance Guaranty Association with respect to any right of recovery for the obligation of an insolvent unlicensed insurer.

Peace River Manasota Regional Water Supply Authority

Named Insured

Signature of Insured's Authorized Representative

Date

Lloyds of London

Name of Excess and Surplus Lines Carrier

Terrorism

Type of Insurance

TBD

Renewal of Policy Number

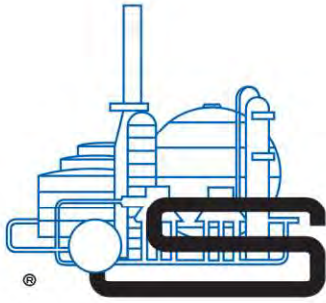
4/30/2024-4/30/2025

Effective/Expiration Date of Coverage

Florida

State





# STARR TECHNICAL RISKS

A Division within Starr Companies

Name: Mark Siceloff  
Title: Assistant Regional Manager  
Phone: 404-219-6893

3353 Peachtree Road, NE, Suite 1000  
Atlanta, GA 30326

## QUOTATION

---

**NAMED INSURED: Peace River Manasota Regional Water Supply Authority** Page 11 of 17

---

POLICYHOLDER DISCLOSURE STATEMENT  
UNDER  
TERRORISM RISK INSURANCE ACT, AS AMENDED

You are hereby notified that under the federal Terrorism Risk Insurance Act of 2002, as amended (the "Act"), you now have a right to purchase insurance coverage for losses arising out of an Act of Terrorism, which is defined in the Act as an act certified by the Secretary of the Treasury in consultation with the Secretary of Homeland Security and the Attorney General of the United States (i) to be an act of terrorism, (ii) to be a violent act or an act that is dangerous to (A) human life; (B) property or (C) infrastructure, (iii) to have resulted in damage within the United States, or outside of the United States in case of an air carrier or vessel or the premises of a U.S. mission and (iv) to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. You should read the Act for the definition of an "Act of Terrorism" and other terms of the Act. The Secretary's decision to certify or not to certify an event as an Act of Terrorism and thus encompassed by this law is final and not subject to review. Coverage is subject to all policy exclusions (including nuclear hazard and war exclusions) and other policy provisions.

**YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, COVERAGE MAY BE REDUCED.**

For your information, coverage provided by this policy for losses caused by an Act of Terrorism may be partially reimbursed by the United States under a formula established by the Act. Under this formula, the United States pays an 80% share of terrorism losses covered by this law exceeding a statutorily established deductible that must be met by the insurer. This deductible is based on a percentage of the insurer's direct earned premiums for the year preceding the Act of Terrorism.

Unless you reject coverage under the Act by so indicating below and returning this Policyholder Disclosure statement to us, you will have accepted Terrorism coverage under the Act at a premium of **\$25,652** for a limit of \$25,000,000.

**Please indicate your selection below.**

I hereby elect to purchase coverage in accordance with the Act.

I hereby reject coverage and accept the exclusion in accordance with the Act.

\_\_\_\_\_  
**Signature of Insured**

\_\_\_\_\_  
Date:

\_\_\_\_\_  
**Print Name/Title**



# STARR TECHNICAL RISKS

A Division within Starr Companies

Name: Mark Siceloff  
Title: Assistant Regional Manager  
Phone: 404-219-6893

3353 Peachtree Road, NE, Suite 1000  
Atlanta, GA 30326

## QUOTATION

---

**NAMED INSURED: Peace River Manasota Regional Water Supply Authority**      **Page 12 of 17**

---

### Letter A

April 24, 2024

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

Attn: Risk Manager

The Terrorism Risk Insurance Act, as amended ("the Act"), applies to certain Acts of Terrorism committed by an individual or individuals. For a complete definition please review the Act and subsequent amendments.

You provided us with a form stating that we offered you terrorism coverage under the Act, and that you rejected our offer. We also offered, but you rejected, coverage for Acts of Terrorism that are not covered by the Act.

You acknowledge that:

1. Starr Tech<sup>1</sup>, acting on behalf of Starr Surplus Lines Insurance Company, made available to you insurance coverage for Acts of Terrorism as defined in the Act, as well as acts of terrorism not covered by the Act;
2. In exchange for a reduction in premium, you requested that Starr Tech<sup>1</sup> exclude coverage for Acts of Terrorism as defined in the Act, as well as for acts of terrorism not covered by the Act;
3. The enclosed endorsements excluding terrorism coverage will be made part of your policy.

Please sign below to indicate your understanding and acceptance of these terms.

Sincerely,

Mark Siceloff  
Assistant/Regional Manager

\_\_\_\_\_  
**Signature of Insured**

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Date: \_\_\_\_\_

CC: Broker

Enc: Terrorism Exclusion Endorsements

1/2015

---

<sup>1</sup> Starr Technical Risks or Starr Tech is a marketing name used by Starr Underwriting Agency, Inc., which is doing business as Starr Services Insurance Agency, Inc. in California (CA license number: 0D73884) and Starr Insurance Agency, Inc. in Nevada and Utah.



# STARR TECHNICAL RISKS

A Division within Starr Companies

Name: Mark Siceloff  
Title: Assistant Regional Manager  
Phone: 404-219-6893

3353 Peachtree Road, NE, Suite 1000  
Atlanta, GA 30326

## QUOTATION

---

**NAMED INSURED: Peace River Manasota Regional Water Supply Authority      Page 13 of 17**

---

### Letter B

April 24, 2024

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

Attn: Risk Manager

The Terrorism Risk Insurance Act, as amended ("the Act"), applies to certain acts of terrorism committed by an individual or individuals. For a complete definition please review the Act and subsequent amendments.

We provided you with a quote offering terrorism coverage under the Act, and you accepted our offer. We also offered, but you rejected, coverage for acts of terrorism that are not covered by the Act.

You acknowledge that:

1. Starr Tech<sup>1</sup>, acting on behalf of Starr Surplus Lines Insurance Company, made available to you insurance coverage for Acts of Terrorism as defined in the Act, as well as acts of terrorism not covered by the Act;
2. You accepted our offer for coverage under the Act, but in exchange for a reduction in premium, you requested that Starr Tech<sup>1</sup> exclude coverage for acts of terrorism not covered by the Act; and
3. The enclosed endorsement excluding coverage for acts of terrorism not covered by the Act will be made part of your policy.

Please sign below to indicate your understanding and acceptance of these terms.

Sincerely,

Mark Siceloff  
Assistant/Regional Manager

\_\_\_\_\_  
**Signature of Insured**

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Date: \_\_\_\_\_

CC: Broker  
Enc: Terrorism Exclusion Endorsements

1/2015

---

<sup>1</sup> Starr Technical Risks or Starr Tech is a marketing name used by Starr Underwriting Agency, Inc., which is doing business as Starr Services Insurance Agency, Inc. in California (CA license number: 0D73884) and Starr Insurance Agency, Inc. in Nevada and Utah.



Public Risk Underwriters  
 PO Box 958455  
 Lake Mary, FL 32795-8455  
 Phone:321-832-1450  
 Fax:321-832-1496

Public Entity Application  
 New Application Muni  
 Coverage Term: 04/30/2024 to 04/30/2025

General Member Information	
Name: Peace River/Manasota Regional Water Supply Authority	
Mailing: 9415 Town Center Pkwy	
City/State/Zip: Lakewood Ranch,FL,34202	
Physical: 9415 Town Center Pkwy	
City/State/Zip:Lakewood Ranch,FL,34202	
Member Contact Information	Additional Member Information
Contact: AnnLee	FEIN: 59-2417483 NCCI Risk ID: 094011272
Title:	Population: 7,500
Phone #:941-316-1776 Fax #:	County: Manatee
Email: alee@regionalwater.org	Member Type: Water and/or Sewer Treatment District
Agency Information	Agency Contact Information
Agency: Risk Management Associates, Inc.	Contact:Melody Blake
Address: 300 North Beach Street	Phone #: 386-239-4050
City/State/Zip:Daytona Beach ,FL 32114	Fax #: 386-239-4049
Phone #: 386-252-6176 Fax #: 386-239-4049	Email:melody.blake@bbrown.com

**CERTIFICATION**

The undersigned being authorized by and acting on behalf of the applicant and all persons/concerns seeking insurance, has read and understands this Application, including any appendices and/or supplements, and declares that all statements set forth herein are true, complete and accurate. The undersigned acknowledges and agrees that the submission and the Trust's receipt of such written report, prior to the inception of the coverage agreement applied for, is a condition precedent to coverage.

The signing of this Application does not bind the undersigned to purchase the coverage, nor does the review of same bind The Trust to issue a coverage agreement. This application shall be the basis of the contract, should one be issued.

This Application must be signed by the "Ranking Elected / Appointed Official" of the Entity making the application (e.g. Chair, President, Superintendent or Executive Director of the Educational Entity) or the Risk Manager (or ranking official) assigned this function.

<b>SIGNATURE:</b> _____
<b>TITLE:</b> _____
<b>DATE:</b> _____

**NOTICE TO APPLICANT**

For your protection, the following Fraud Warning is required to appear on this application:

**FLORIDA FRAUD STATEMENT**

Any person who knowingly and with intent to injure, defraud or deceive any insurer, files a statement of claim or an application containing any false, incomplete or misleading information is guilty of a felony of the third degree.



Public Entity Application

Coverage Term: 04/30/2024 to 04/30/2025

Member Name: Peace River/Manasota Regional Water Supply Authority

Agency: Risk Management Associates, Inc.

**Coverages Selected:**

Auto Liability	N	Auto Physical Damage	N
Boiler & Machinery	Y	Crime	N
Flood	Y	Garage Keepers	N
General Liability	N	Inland Marine	Y
Professional Liability	N	Property	Y
Cyber Liability	N		

**Coverage/Exposure Summary:**

Line of Business	Exposure/ Coverage	Applicable/ Not Applicable
General Question	Application General Information	Applicable
General Question	Excess WC (Standard Limits are \$1M/\$1M/\$1M)	Not Applicable
General Question	SIR – TPA Information	Applicable
General Question	Stop Loss	Not Applicable
Auto Liability	Coverage	Not Applicable
Auto Physical Damage	Coverage	Not Applicable
Crime	Coverage	Not Applicable
Cyber Liability	Coverage	Not Applicable
Garage Keepers	Coverage	Not Applicable
General Liability	Coverage	Not Applicable
General Liability	Operations: Elder Care/Respite Care	Not Applicable
General Liability	Operations: Special Events, Fairs or Carnivals	Not Applicable
General Liability	Supervision Abuse Prevention (Required)	Not Applicable
Professional Liability	Law Enforcement	Not Applicable
Professional Liability	POL/ELL/EPLI	Not Applicable
Property	Coverage	Applicable





**Public Entity Application**

**Coverage Term:** 04/30/2024 to 04/30/2025

**Member Name** Peace River/Manasota Regional Water Supply Authority

**Agency:** Risk Management Associates, Inc.

**APPLICATION GENERAL INFORMATION**

General Questions	Response
Account CSR:	Blake, Melody
Agent Name:	Martin, Michelle
Primary Member Contact:	Ann Lee
If New Primary Contact include name, phone and email address:	
Requested Effective Date:	04/30/2024
Requested Termination Date:	04/30/2025
Bid Date (if Applicable, Attach RFP copy):	
Need by Date:	02/29/2024
If new business, complete and attach the "Expiring Information" form. Template can be found under Help section on portal home page (Submission is not complete without this information).	
If with PGIT less than 5 years, complete and attach the "Loss Summary" form or a "No Known Losses" letter. Form can be found Help section on portal home page (Submission is not complete without this information).	
Member's FEIN	59-2417483
NCCI Risk Id #	094011272
Population	7,500
Have you attached the most recent audited financials/budget?	Y
Please Enter Full Detail Description of Operations	Water and/or sewer treatment District
Installment Schedule: (Only Available for premium > 100k, pay plan is agency bill)	PKG - Annual
Do you have a Risk Manager? (if yes please provide name and number in comment box)	Y
Do you have a Human Resource or Personnel Department? (If No please describe handling of this function in comment box)	Y
Number of Full Time Police?	0
Number of Full Time Fire?	0
Number of Full Time all other Personnel?	57
Number of Part Time Police?	0
Number of Part Time Fire?	0
Number of Part Time All Other Personnel including Seasonal personnel?	0
Number of Volunteers Police?	0
Number of Volunteers Fire?	0
Number of Volunteers All Others?	0
Police - Estimated Payroll	\$0.00
Fire - Estimated Payroll	\$0.00
All Other - Estimated Payroll	\$5,048,968.00



**Public Entity Application**

**Coverage Term:** 04/30/2024 to 04/30/2025

**Member Name:** Peace River/Manasota Regional Water Supply Authority

**Agency:** Risk Management Associates, Inc.

**COVERAGE INFORMATION - GENERAL QUESTIONS**

SIR - TPA Information	Response
1 - Are claims handled for the contract period only? (Y/N)	
2 - If no, are claims handled until settlement?	
3 - Term of Contract	
4 - Name of the Entity's Attorney:	
5 - Is the Entity's Attorney an employee or is the attorney/firm on retainer?	
6 - Will the Entity's Attorney provide litigation for the coverage party?	
7 - Does the Entity maintain a contingent liability reserve for self insured Loss?	
8 - To what dollar level is the reserve funded?	
9 - Name of Contracted TPA (If PGCS, enter PGCS and skip to the next section)	
TPA Contact Full Name	
TPA Street Address	
TPA City	
TPA State	
TPA Postal Code	
TPA Email	
TPA Phone	
10 - Do you understand this is not an application for a TPA Quote? TPA quote is to be sought from a Preferred approved TPA.	





**Public Entity Application**

**Coverage Term:** 04/30/2024 to 04/30/2025

**Member Name:** Peace River/Manasota Regional Water Supply Authority

**Agency:** Risk Management Associates, Inc.

**COVERAGE INFORMATION - Property**

Coverage	Response
1 - ISO Protection Class:	4
2 - AOP Property Deductible:	\$25,000
3 - Excess Flood Limit (primary for zones other than A & V) - Maximum Limit \$5,000,000	\$5,000,000
4 - Earth movement Limit - Maximum Limit \$5,000,000	\$10,000,000
5 - Equipment Breakdown Coverage requested (Y/N)	Y
6 - Do any of the buildings have unrepaired damage from a recent loss? If so, please describe the extent of the damage and location.	Y Hurricane Ian
7 - Date of last property valuation: (4 digit year)	
8 - If new business, have you attached a copy of your most recent appraisal?	N
9 - Does the member own any structures not listed on the Property Application Schedule of Locations? If yes, provide description in the comment box.	N
10 - Are these structures insured with another carrier?	



**SIGNATURE PAGE**

Policy#: PR FL1 0414202 23-01 02 -

Named Covered Party: Peace River/Manasota Regional Water Supply Authority

Effective: 04/30/2024

Termination: 04/30/2025

I hereby confirm that the limits/coverages as shown here, corresponding with the Coverage Agreement, are correct:

X	Property TIV: \$136,860,546
X	Inland Marine Blanket Unscheduled IM: \$500,000 Scheduled Inland Marine: Not Included Total All Inland Marine: \$500,000
X	Property TRIA (Terrorism Risk Insurance Act) coverage
N/A	Crime
N/A	General Liability Ratable Payroll: Not Included
N/A	Law Enforcement Liability Officers: Not Included
N/A	Professional Liability Employees: Not Included
N/A	Automobile 0 Units - Auto Liability 0 Units - Comprehensive 0 Units - Collision
N/A	Stop Loss Aggregate: Not Included Applies to:
N/A	Excess Workers' Compensation Payroll: Not Included
X	I confirm that I have received a copy of Preferred's Current Interlocal Agreement (last amended October 1, 2004) and Amendment A (effective October 1, 2013).
X	I confirm having read and agreed to the terms as laid out in the attached Preferred Participation Agreement (which also requires a signature).

A signed copy of the following is also required where applicable: First Page of Preferred Application; Professional Liability Application; Uninsured Motorist Rejection/Election Form; SIR Signature Page.

Signature \_\_\_\_\_ Title \_\_\_\_\_

Name \_\_\_\_\_ Date \_\_\_\_\_

Coverage is provided by Preferred Governmental Insurance Trust

The brief description of coverage contained in this document is being provided as an accommodation only and is not intended to cover or describe all Coverage Agreement terms. For more complete and detailed information relating to the scope and limits of coverage, please refer directly to the Coverage Agreement documents. Specimen forms are available upon request.

**TAB D**  
Property Statement of Values

UnitNumber	Department	Description	SprinklerPercentage	FloodZoneCode	BuildingValue	ContentValue	ConstructionTypeCode
001	120 / TP 1	Activated carbon storage tank, mixers, pumps, motors		X	\$ 185,070	\$ 43,897	251 - Pump/Lift Station
002	25 / TP 1&2	Chlorine contact basin		X	\$ 76,342	\$ -	223 - On Ground Liquid Storage Tank
003	30 / TP 1-6	Filters and filler equipment		X	\$ 4,805,643	\$ 200,000	223 - On Ground Liquid Storage Tank
004	190	Maintenance Building with #1 and 2 generators and Swgr		X	\$ 1,145,670	\$ 1,500,000	111 - MNC
005	5 / River Pump Station	Intake structure and pumps		X	\$ 1,852,927	\$ 1,282,580	251 - Pump/Lift Station
006	20 / TP 2	Solid contact unit #1 concrete and mech. Equip.		X	\$ 586,054	\$ 198,154	223 - On Ground Liquid Storage Tank
007	20 / TP 2	Solid contact unit #2, updated in REP		X	\$ 632,762	\$ 198,154	223 - On Ground Liquid Storage Tank
008	SRHSPS	Operations bldg.		X	\$ 1,616,275	\$ 2,585,000	111 - MNC
009		Spare parts storage bldg.		X	\$ 110,161	\$ 77,120	152 - NC
010	35 / TP 1	Motor control bldg.		X	\$ 21,591	\$ 107,111	111 - MNC
011	45 / GST #1	2MG Tank		X	\$ 1,714,126	\$ -	223 - On Ground Liquid Storage Tank
012	10	Surface reservoir pump station		X	\$ 1,545,479	\$ -	251 - Pump/Lift Station
013	10 / Elec Equipment	Surface reservoir pumps		X	\$ -	\$ 2,209,150	251 - Pump/Lift Station
014	10	Air Compressor & Bubble Aerator		X	\$ 58,752	\$ 500,000	251 - Pump/Lift Station
015	15	Pentagon splitter box		X	\$ 160,780	\$ -	111 - MNC
016	35 / TP 2	Transfer pump station concrete structure and transfer pumps		X	\$ 107,957	\$ 537,052	251 - Pump/Lift Station
017	51 WF #1	ASR wells		X	\$ 6,014,765	\$ -	251 - Pump/Lift Station
018	190 MWSG 1&2	23 KV overhead power line, poles and transformers & Main Switchgear		X	\$ 1,678,637	\$ -	243 - Electrical Equipment
019	45 / GST #2	2 MG storage tank #2		X	\$ 1,714,126	\$ -	223 - On Ground Liquid Storage Tank
020		Maintenance Office		X	\$ 110,161	\$ 21,422	152 - NC
021	15 / TP 1&2	PAC Contact Tanks		X	\$ 777,293	\$ 319,189	223 - On Ground Liquid Storage Tank
022	20 / TP 2	Rapid Mix/Sed Basins		X	\$ 3,664,380	\$ 1,026,119	223 - On Ground Liquid Storage Tank
023	30 / 7-12	Filters		X	\$ 2,094,372	\$ 1,499,547	223 - On Ground Liquid Storage Tank
024	35 / TP 2	MCC Transfer PS Building		X	\$ 46,267	\$ 398,451	251 - Pump/Lift Station
025	45 / GST #3	2MG Storage Tank #3		X	\$ 1,714,126	\$ -	223 - On Ground Liquid Storage Tank
026	51 WF #2	12 ASR Wells		X	\$ 186,613	\$ 1,842,301	251 - Pump/Lift Station
027	100 / TP 1&2	TP1 Trib Sampling Bldg		X	\$ 88,128	\$ 74,250	152 - NC
028	110	Polymer/Compressor Bldg		X	\$ 174,275	\$ 325,000	152 - NC
029	TP 2	Maintenance Shop		X	\$ 308,450	\$ 100,000	152 - NC
030	80 / TP	Sludge Thickner #1		X	\$ 462,674	\$ 356,678	223 - On Ground Liquid Storage Tank
031	125 / TP 2	PAC Storage Tank		X	\$ 154,225	\$ 96,399	223 - On Ground Liquid Storage Tank
032		Yard Piping and Water Transmission Lines throughout Desoto, Manatee, Sarasota, Charlotte		X	\$ 7,652,485	\$ -	228 - Pipelines at-grade
033		Portable building		X	\$ -	\$ 10,000	191 - Mobile Office
034	Administration	OWNED Administrative Office including Tenant Space	No	X	\$ 2,914,014	\$ 267,776	119 - JM
035	Proj Pr-Hwy 17	Metal Building 50'x40'		X	\$ 170,382	\$ -	152 - NC
036	Proj Pr-Hwy 17	Well Pump and Meter		X	\$ 51,408	\$ -	251 - Pump/Lift Station
037	Proj Pr-Hwy 17	Transfer Pumps Assoc Piping		X	\$ 168,913	\$ -	251 - Pump/Lift Station
038	4	SCADA (2); Incl Cameras and Monitors		X	\$ -	\$ 750,000	243 - Electrical Equipment
039	191	Reservoir Generator & Switchgear		X	\$ -	\$ 634,912	244 - Mechanical Equipment
040	20 / TP 3 &4	Solid Contact Units		X	\$ 9,517,046	\$ 3,800,535	223 - On Ground Liquid Storage Tank
041	30 / TP 3 &4	Filters 30-46, Transfer Pump Station #3 &4		X	\$ 8,187,107	\$ 5,006,753	251 - Pump/Lift Station
042	35 TP 3&4	Electrical Building		X	\$ 154,959	\$ 592,235	111 - MNC
043	45	2MG Storage Tank # 4		X	\$ 1,714,126	\$ -	223 - On Ground Liquid Storage Tank
044	45	2MG Storage Tank # 5		X	\$ 1,714,126	\$ -	223 - On Ground Liquid Storage Tank
045	45	2MG Storage Tank # 6		X	\$ 1,714,126	\$ -	223 - On Ground Liquid Storage Tank
046	62	HS Pump Station-North Regional		X	\$ 784,561	\$ 2,988,000	251 - Pump/Lift Station
047	80	Sludge Thickener #2		X	\$ 462,674	\$ 356,678	223 - On Ground Liquid Storage Tank
048	90	Sludge Dewatering Building		X	\$ 1,358,472	\$ 1,175,394	223 - On Ground Liquid Storage Tank
049	97	Recycle Pump Station Electrical Building		X	\$ 148,350	\$ 812,521	251 - Pump/Lift Station
050	100-110	Alum/ Polymer Building		X	\$ 1,745,116	\$ 1,698,244	111 - MNC
051	97	Recycle Pumping Station		X	\$ 1,047,113	\$ 314,431	251 - Pump/Lift Station

052	125	Powder Activated Carbon Building #2		X	\$	2,078,068	\$	1,200,000	111 - MNC
053	145	Chlorine/Caustic & Ammonia Bldg		X	\$	2,552,570	\$	2,300,000	111 - MNC
054	190	Fuel Tanks & System-3 Above Ground		X	\$	63,159	\$	400,752	223 - On Ground Liquid Storage Tank
055	190	Maintenance building with #3 & 4 Generators and Swgr.		X	\$	47,296	\$	1,500,000	244 - Mechanical Equipment
056	7	Reservoir #2		X	\$	-	\$	5,355,525	223 - On Ground Liquid Storage Tank
057	PH 3A	Building with Emergency Generator and pump station		X	\$	554,646	\$	494,017	243 - Electrical Equipment
058	PH 3A	5MG Storage Tank #7		X	\$	3,554,513	\$	-	223 - On Ground Liquid Storage Tank
059	PH 3A	5MG Storage Tank #8		X	\$	3,554,513	\$	-	223 - On Ground Liquid Storage Tank
060	PH 3A	Electrical Building		X	\$	83,932	\$	494,028	111 - MNC
061	PH 3A	Pump Station		X	\$	153,875	\$	1,008,297	251 - Pump/Lift Station
062	PH1A	Chemical Structure		X	\$	20,775	\$	149,480	152 - NC
063	PH1A	Ground Storage Tank - 500,000 gal		X	\$	686,137	\$	-	223 - On Ground Liquid Storage Tank
064	PH1A	Subaqueous Line Above Water Air Relief Valves		X	\$	342,825	\$	-	
065		Water Quality Training Facility Addition to Operations Bldg	100	X	\$	2,751,631	\$	700,000	111 - MNC
066		Maintenance Building (Office)	0	A	\$	2,009,825	\$	50,000	111 - MNC
067		Maintenance Warehouse	0	A	\$	1,571,275	\$	100,000	
068		Covers on Filtration Units			\$	3,517,780	\$	-	111 - MNC
	Deleted from Quote								
						TOTAL TIV		\$ 144,513,031	
						Delete Yard/Piping		\$ 136,860,545	

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**  
**BOARD OF DIRECTORS MEETING**  
*April 3, 2024*

**REGULAR AGENDA**  
**ITEM 4**

**Draft 5-Year Capital Improvements Plan & 20-Year Capital Needs Assessment**

---

**Presenter -** Mike Knowles, Senior Manager, Engineering & Projects

**Recommended Action -** **Status Report.** This item is presented for information and discussion.

The draft 5-Year CIP and 20-Year CNA document summarizes the number, type, and timing of water supply, regional transmission, and other capital projects planned over the 20 year planning period pursuant to the Integrated Regional Water Supply Plan 2020 Update. Capital planning drives the planning, design, and construction of significant infrastructure projects forecasted to serve the region’s needs. These projections must be coordinated with financial planning, selection of engineering consultants, and acquisition of internal resources to complete these projects by the time they are needed. There are two schedule horizons in the Authority’s capital planning efforts: the 5-Year Capital Improvements Plan (CIP), which includes projects that are relatively certain and well-defined, and the 20-Year Capital Needs Assessment (CNA), which includes the 5-Year CIP and also looks out beyond that period to years 6 – 20 years where projects are less certain and defined.

The 5-Year CIP beginning in FY 2025 through FY 2029 currently includes the following:

Regional Transmission Projects	\$ 73,279,606	11.8%
Water Supply Projects	\$ 502,164,665	81.0%
Other Projects	\$ 44,272,500	7.1%
<b>Total</b>	<b>\$ 619,716,771</b>	<b>100%</b>

And the 20-Year CNA, beginning in FY 2025 through FY 2044, includes the following:

Regional Transmission Projects	\$ 341,442,166	28.6%
Water Supply Projects	\$ 809,238,081	67.7%
Other Projects	\$ 44,272,500	3.7%
<b>Total</b>	<b>\$1,194,952,747</b>	<b>100%</b>

Capital planning has also identified \$126 million in offsetting cooperative grant funding opportunities for projects within the 5-year CIP projects based upon past generous participation by the Southwest Florida Water Management District.

**Budget Action:** None - Guidance received will be incorporated into the Final FY 2025 budget.

**Attachments:**

Tab A Presentation Materials

Tab B Draft 5-Year CIP and 20-Year CNA

**TAB A**  
**Presentation Materials**





# REGULAR ITEM 4 DRAFT 5-YEAR CAPITAL IMPROVEMENTS PLAN AND 20-YEAR CAPITAL NEEDS ASSESSMENT

April 3, 2024



- 01 Purpose, Development and Application**
- 02 Overview of 5-Year CIP and 20-Year CNA**
- 03 Highlight of Key 5-Year CIP Projects**
- 04 Next Steps and Schedule**



## 01 Purpose, Development and Application

## 02 Overview of 5-Year CIP and 20-Year CNA

## 03 Highlight of Key 5-Year CIP Projects

## 04 Next Steps and Schedule

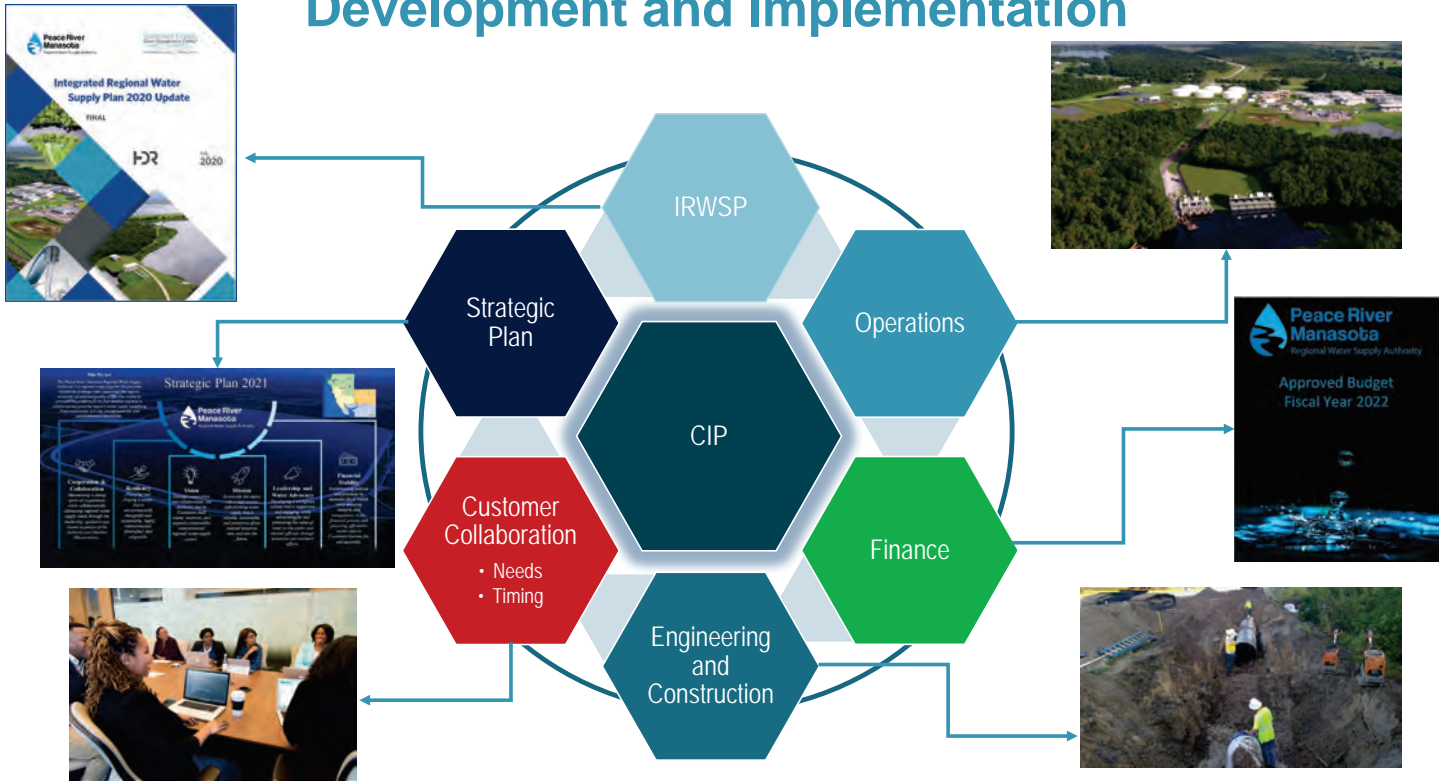
## PURPOSE OF A CAPITAL IMPROVEMENTS PLAN

The plan provides a working blueprint for sustaining and improving the Authority's infrastructure. It coordinates strategic planning, financial capacity, and physical development of projects. The CIP/CNA stands at the epicenter of our Planning, Operations, Engineering, and Finance departments.





# Development and Implementation



- 01 Purpose, Development and Application
- 02 Overview of 5-Year CIP and 20-Year CNA**
- 03 Highlight of Key 5-Year CIP Projects
- 04 Next Steps and Schedule

# Overview – By The Numbers

15 Projects Identified in next 20 years



- 8 Regional Water Transmission Projects
  - 2 in 5-Year CIP



- 4 Water Supply Projects
  - 2 in 5-Year CIP

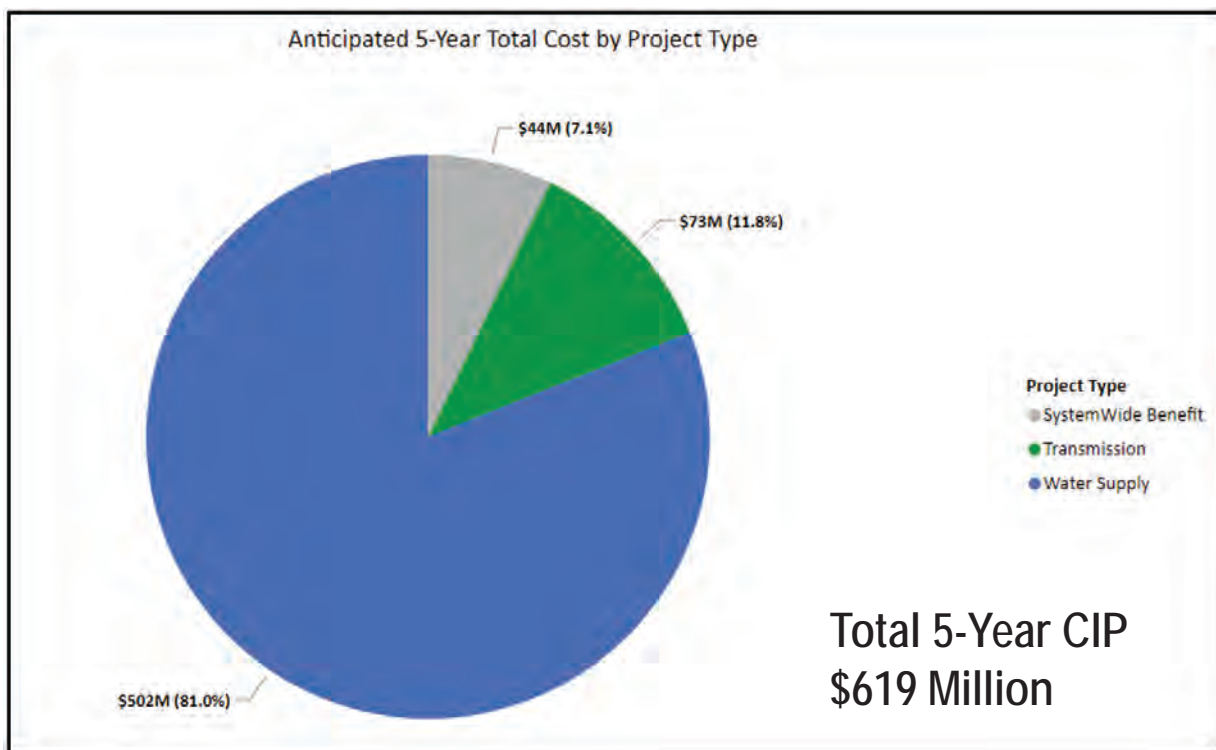


- 3 System-Wide Benefit Projects
  - 3 in 5-Year CIP

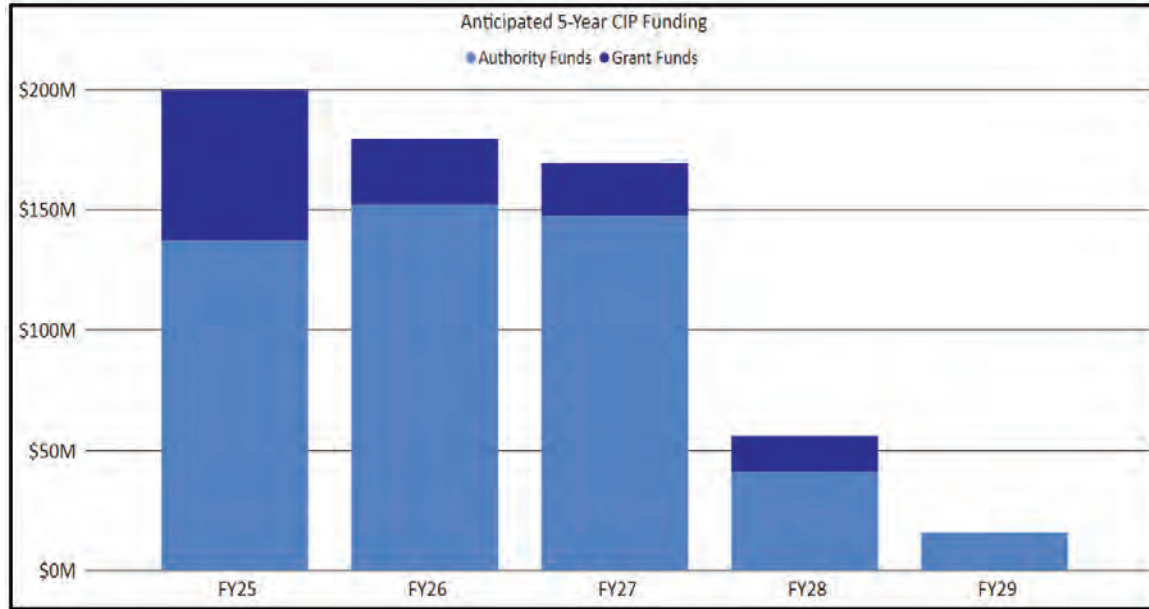


**Costs and timing of the Capital Projects are coordinated with Member’s Professional Staff and the Southwest Florida Water Management District.**

## Proposed Capital Improvements Plan 2025 - 2029

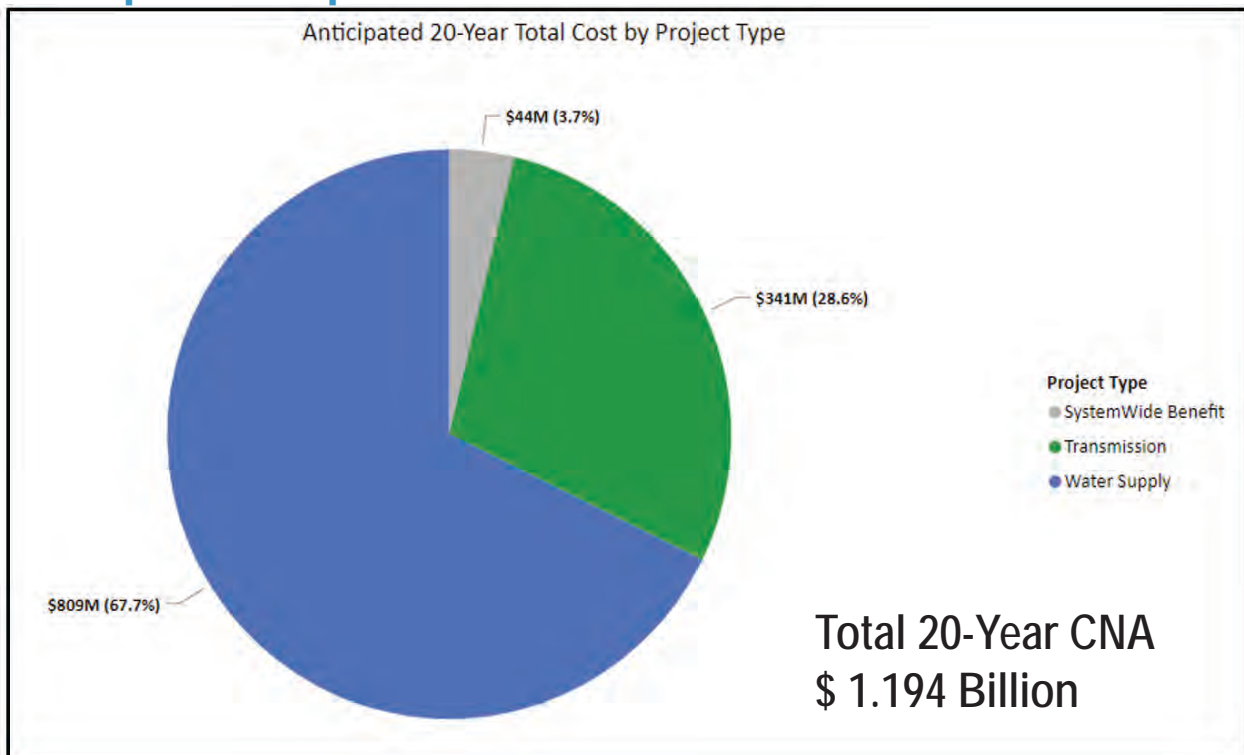


## Proposed Capital Improvements Plan 2025 - 2029



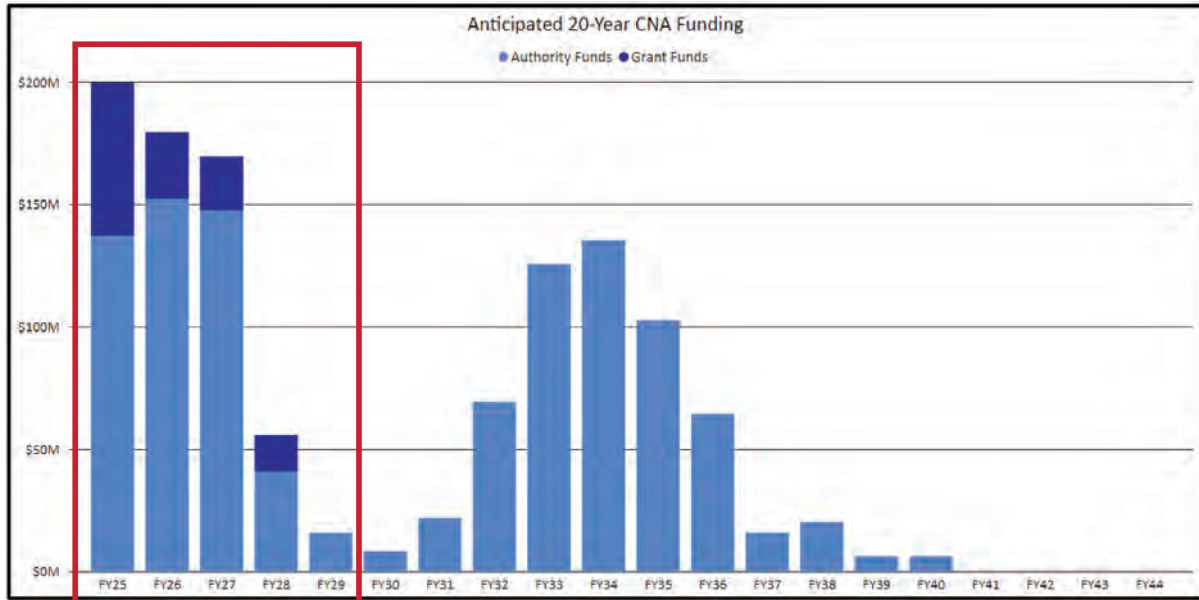
Total Investment Planned Over the next 5-Year CIP	Authority Funds	Grant Funds (SWFWMD / State / Federal)
\$619,716,771	\$ 492,795,979	\$ 126,920,792

## Proposed Capital Needs Assessment 2025 - 2044





# Proposed Capital Needs Assessment 2025 - 2044



Total Investment Planned Over the next 20-Year CNA	Authority Funds	Grant Funds (SWFWMD / State / Federal)
\$1,194,952,746	\$1,068,031,954	\$126,920,792



- 01 Purpose, Development and Application
- 02 Overview of 5-Year CIP and 20-Year CNA
- 03 Highlight of Key 5-Year CIP Projects**
- 04 Next Steps and Schedule





## Water Supply Projects

### Surface Water Supply Expansion Project

- **PR3** – New 9 Billion Gallon Reservoir; Intake and Pump Station on the Peace River; Reservoir Pump Station and Conveyance System.
- **PRF Expansion** – Plant Capacity increase to support 18 MGD AAD Demands in conjunction with PR3



## 2 Transmission System Projects

**Phase 2B Pipeline**  
 13 miles of 42" diameter transmission main to serve growing demands in western Charlotte County.  
*Construction Started March '24.*



**Phase 3C Pipeline**  
 8 miles of 42" diameter transmission main to serve growing demands in northeast Sarasota County.  
*Construction Started October '23*





## 2 System Wide Benefit Projects

**Water Resources/Construction Department Building** – Construction of a new 5,000 SF Administration/Laboratory building to replace the existing 60-year-old Water Resources Building.

**Partially Treated Surface Water ASR** – Design, permitting and construction of facilities to partially treat raw water from the reservoir system and inject it below ground in the ASR system.



- 01 Purpose, Development and Application
- 02 Overview of 5-Year CIP and 20-Year CNA
- 03 Highlight of Key 5-Year CIP Projects
- 04 Next Steps and Schedule**

## Next Steps and Schedule



Receive additional comments from Board/Professional Staff

Professional Staff were provided a copy of the Draft 5-Year CIP and 20-Year CNA.



Incorporate comments/edits from Professional Staff and Board for final review.

Any additional comments/edits received will be incorporated into the document by the next Professional Staff meeting held on May 1<sup>st</sup>, 2024.



Present Final 5-CIP and 20-Year CNA to Board for approval on June 5<sup>th</sup>, 2024, meeting

Board-approved 5-Year CIP and 20-Year CNA will be incorporated into the final FY2025 Budget.



**Board Input and Questions**

**TAB B**  
**Draft 5-Year Capital Improvements Plan And 20-Year Capital Needs Assessment**



# Peace River Manasota

Regional Water Supply Authority

## **5-Year Capital Improvement Plan and 20-Year Capital Needs Assessment**

**Fiscal Period: 2025 – 2044**

*“Through cooperation and collaboration, the Authority and its Customers shall create, maintain, and expand a sustainable, interconnected, regional water supply system”*

DRAFT: April 3, 2024



# Table of Contents

<b>Overview</b> .....	2
<b>5-Year Capital Improvement Plan</b> .....	3
5-Year Capital Improvement Plan Summary.....	4
Regional Integrated Loop – Phase 2B.....	5
Reservoir 3.....	6
Regional Integrated Loop – Phase 3C.....	7
PRF Expansion.....	8
RV Griffin Solar Array.....	9
Partially Treated Surface Water ASR.....	10
Water Resources Building .....	11
<b>20-Year Capital Needs Assessment</b> .....	12
20-Year Capital Needs Assessment Summary.....	13
Regional Integrated Loop – Phase 3C Extension.....	14
Regional Integrated Loop – Phase 2C.....	15
Replace 12” PVC Line.....	16
Kings Highway Pipeline Replacement (DeSoto Co) .....	17
Regional Integrated Loop – Phase 4.....	18
ASR Wellfield Expansion.....	19
Brackish Water RO Facility .....	20
Regional Integrated Loop – Phase 2D .....	21
<b>Appendix A - Assumptions</b> .....	22
<b>Appendix B – Summary by Project Stage</b> .....	23

# Overview

The Peace River Manasota Regional Water Supply Authority's 5-Year Capital Improvements Plan (CIP) and 20-Year Capital Needs Assessment (CNA) reflect comprehensive plans of proposed capital projects to meet the region's water supply needs. These plans are primarily a planning vehicle which is adjusted annually subject to the shifting needs and priorities of the region and also as projects grow closer to implementation and so become more refined in both scope and cost. The CIP and CNA documents reflect the collective input of many stakeholders and is useful to those parties in understanding and communicating both funding obligations as well as grant funding opportunities associated with future projects. The CIP and CNA are developed with oversight of the Water Supply Authority's Board of Directors and are consistent with Board Policy, our Vision, our Mission Statement and the Strategic Plan. Although there is no policy establishing a minimum value for a project to be considered a CIP/CNA project, they typically reflect projects expected to cost more than \$1 million. The Authority is continually in the process of updating and expanding its Water Supply Facilities to serve increasing demand, capacity requirements, and new regulatory requirements and improve and upgrade existing infrastructure, which will provide service to the members increasing demand.

Capital Improvement Projects are categorized into three primary categories: (1) New Water Supply Projects, (2) Regional Transmission System Projects, and (3) System Wide Benefit Projects:

## **New Water Supply Projects**

Includes projects that provide expansion of the Authority's Water Supply Facilities and appurtenances or associated installations owned, leased or otherwise controlled by the Authority and used for the provision of potable water supply. This category also includes any water conveyance projects needed for water supply. These projects are funded in accordance with the Master Water Supply Contract (MWSC). The 5-year CIP plan is anticipated to add an additional 18 MGD of average day safe yield.

## **Regional Transmission System Projects**

Includes transmission pipelines and, where needed, remote storage and booster pumping facilities to improve or extend delivery of water within the regional system. These projects generally interconnect members/customers based on need and bolster plant-to-plant connections to facilitate rotational supply capability for droughts and other emergencies. Also includes projects whereby elements of the regional transmission system must be relocated. The 5-year CIP plan is anticipated to add an additional 23 miles of transmission pipelines and the 20-year CNA is anticipated to add an additional 45 miles of transmission pipelines.

## **System Wide Benefit Projects**

Is defined as any capital project of shared benefit to Authority Members and Customers. System Wide Benefit CIP Projects exclude Renewal and Replacement and New Water Supply Projects and funding will be established on project-specific basis as approved by the Board. System Wide Benefit Projects will generally exceed \$500,000 but fall below \$5,000,000 in anticipated cost for implementation and may include the following general types of projects:

- New buildings, or expansion of an existing building, at Authority water supply facilities;
- Projects which improve the performance, enhance treatment capability or improve water quality in the Authority's water supply system;
- Projects which bolster resiliency and reliability of the Authority's water supply system;
- Projects which promote sustainability, safety and system security of the regional water system;
- Projects involving major facility control/communications system upgrades; and
- Any other project so designated by the Authority Board of Directors.





# Peace River Manasota

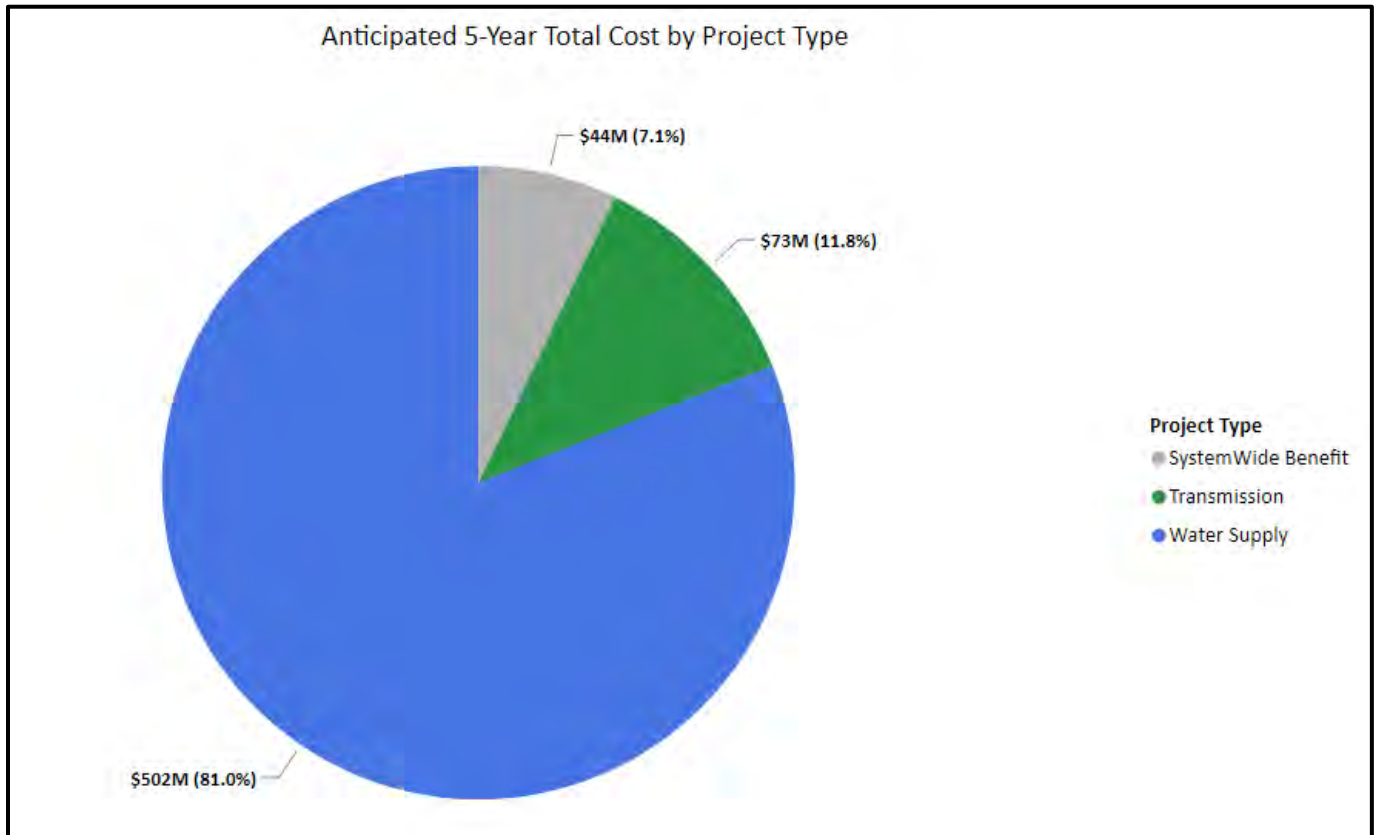
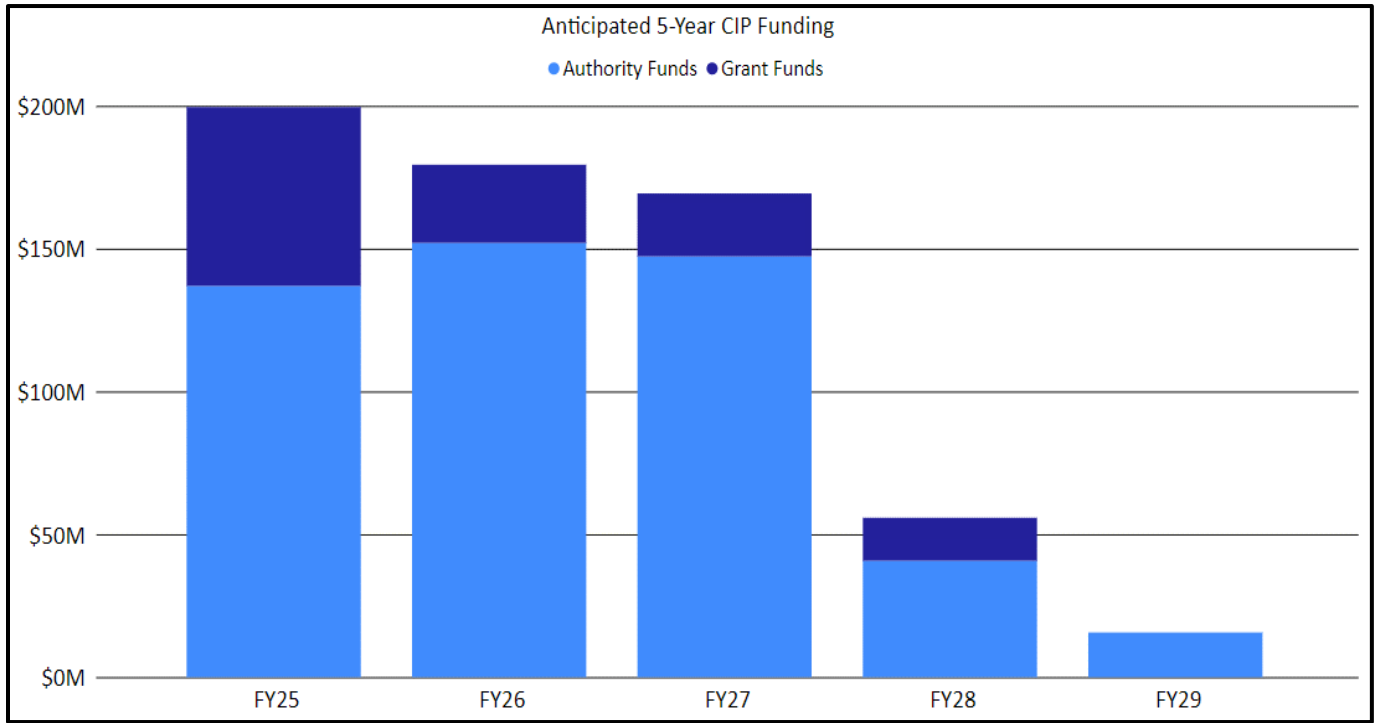
Regional Water Supply Authority

## **5-Year Capital Improvement Plan**

**Fiscal Period: 2025 – 2029**

*“Through cooperation and collaboration, the Authority and its Customers shall create, maintain, and expand a sustainable, interconnected, regional water supply system”*

# 5-Year Capital Improvement Plan Summary





## Capital Improvement Plan/Capital Needs Assessment Project Description Sheet

### Regional Integrated Loop - Phase 2B

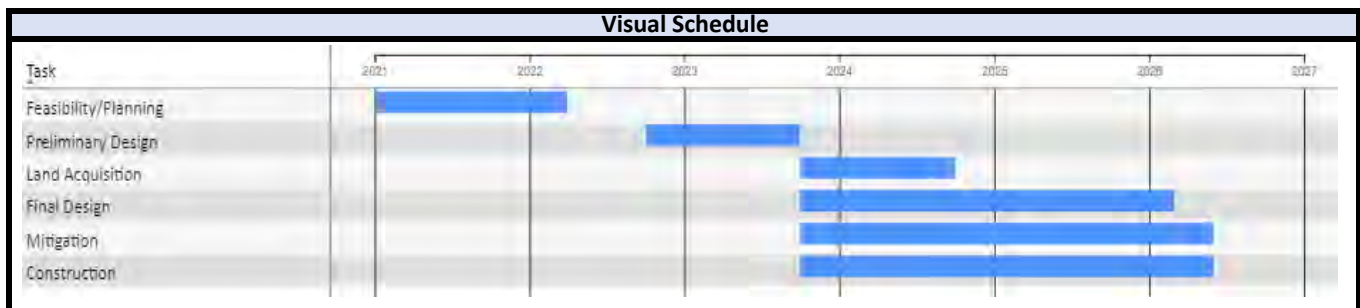
Project Type	Project Description
<input type="checkbox"/> Water Supply <input checked="" type="checkbox"/> Transmission <input type="checkbox"/> SystemWide Benefit <input type="checkbox"/> Other	<p>The project is comprised of 13 miles of 42" diameter pipeline running from the current terminus of the Phase 2A pipeline westward, crossing the Myakka River and terminating at the Charlotte County Gulf Cove Water Booster Pump Station. This segment of the regional integrated loop system will boost regional resiliency, bi-directional water transfer capability and lays the groundwork for the southern regional loop with future pipeline projects. This project is currently being delivered as a progressive design build project with a scheduled substantial completion date of March 1, 2026.</p>

#### Project Location or Concept Sketch

#### Project Schedule & Costs

Project Stage	Start Date	End Date	Estimated Cost	Sources of Funding		
				Authority Funds	SWFWMD Grant	State/Other
Feasibility/Planning	Jan-21	Mar-22	\$ 200,000	\$ 100,000	\$ 100,000	\$ -
Preliminary Design	Oct-22	Sep-23	\$ 5,100,000	\$ 2,850,000	\$ 750,000	\$ 1,500,000
Land Acquisition	Oct-23	Sep-24	\$ 300,000	\$ 300,000	\$ -	\$ -
Final Design	Oct-23	Mar-26	\$ -	\$ -	\$ -	\$ -
Mitigation	Oct-23	Jun-26	\$ 200,000	\$ 200,000	\$ -	\$ -
Construction	Oct-23	Jun-26	\$ 82,595,000	\$ 47,595,000	\$ 35,000,000	\$ -
<b>Total Costs</b>			<b>\$ 88,395,000</b>	<b>\$ 51,045,000</b>	<b>\$ 35,850,000</b>	<b>\$ 1,500,000</b>

*Construction Costs include Design Build Team Final Design and Construction Phase Services*







## Capital Improvement Plan/Capital Needs Assessment Project Description Sheet

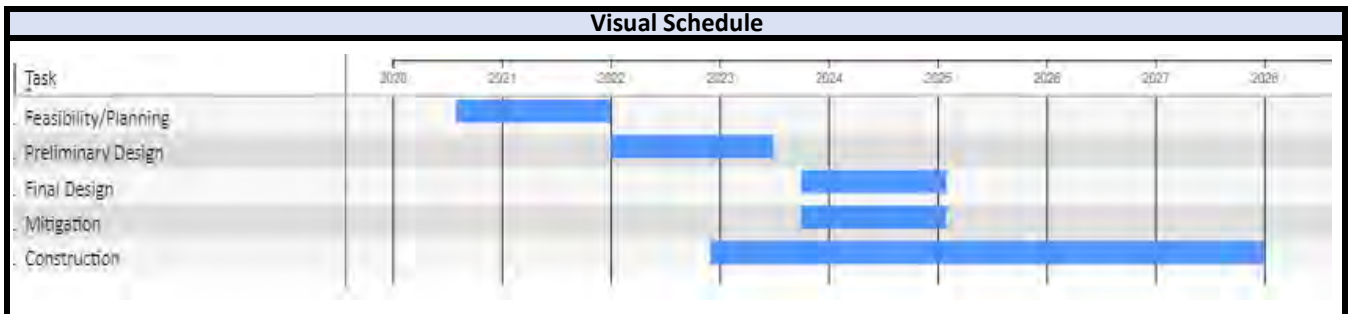
### Reservoir 3

Project Type	Project Description
<input checked="" type="checkbox"/> Water Supply <input type="checkbox"/> Transmission <input type="checkbox"/> SystemWide Benefit <input type="checkbox"/> Other	Reliability Modeling reflects that 9 BG additional raw water storage combined with recently permitted 258 MGD of river diversion pumping, increased raw water conveyance capacity and treatment plant capacity expansion can provide an additional annual average day safe yield of 18 MGD out of this system. The new river pumping facility, raw water pipelines, footprint, and location of the new reservoir and the manner in which it will connect to the existing storage reservoirs is being considered in the engineering phase that is currently underway.

Project Location or Concept Sketch	
	

Project Schedule & Costs						
Project Stage	Start	End	Estimated Cost	Sources of Funding		
	Date	Date		Authority Funds	SWFWMD Grant	State/Other
Feasibility/Planning	Aug-20	Dec-21	\$ 1,500,000	\$ 875,000	\$ 625,000	\$ -
Preliminary Design	Jan-22	Jun-23	\$ 7,250,000	\$ -	\$ -	\$ 7,250,000
Land Acquisition	Oct-23	Dec-24	\$ 500,000	\$ 500,000	\$ -	\$ -
Final Design	Oct-23	Jan-25	\$ 9,500,000	\$ 1,000,000	\$ 1,000,000	\$ 7,500,000
Mitigation	Oct-23	Jan-27	\$ 15,700,000	\$ 15,700,000	\$ -	\$ -
Construction	Oct-23	Jan-28	\$ 358,327,000	\$ 246,252,000	\$ 114,075,000	\$ 10,000,000
<b>Total Costs</b>			<b>\$ 392,777,000</b>	<b>\$ 264,327,000</b>	<b>\$ 115,700,000</b>	<b>\$ 24,750,000</b>

Construction Costs include Consultant Engineers oversight







# Capital Improvement Plan/Capital Needs Assessment Project Description Sheet

## Regional Integrated Loop - Phase 3C

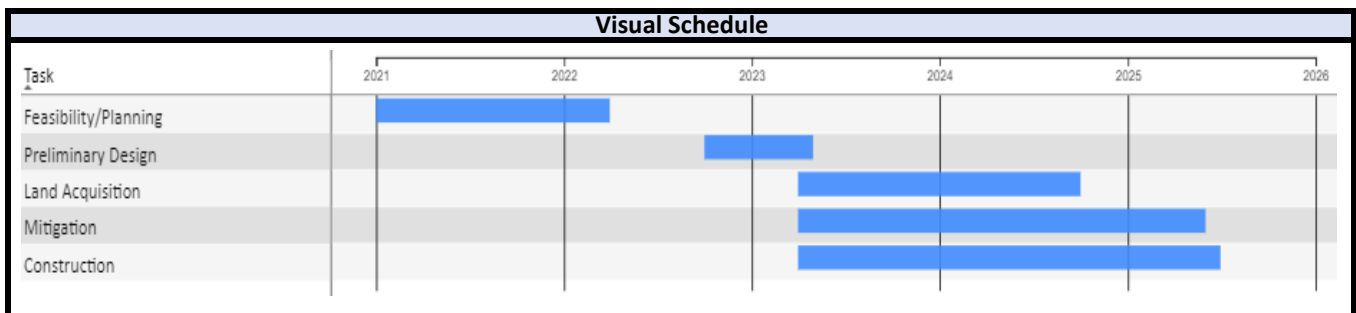
*Shorthand Identifier: T6*

Project Type	Project Description
<input type="checkbox"/> Water Supply <input checked="" type="checkbox"/> Transmission <input type="checkbox"/> SystemWide Benefit <input type="checkbox"/> Other	<p>The Phase 3C Regional Integrated Loop project will consist of approximately 8 miles of 42" diameter water main installed between Clark Rd (SR72) northward to the vicinity of Fruitville Rd and Lorraine Rd in northern Sarasota County and pumping/storage improvements at the Carlton facility. This project will extend the regional transmission main system northward towards Manatee County and serve the growing water needs in northeastern Sarasota County. This project is scheduled to be completed via Progressive Design Build delivery method.</p>

### Project Location or Concept Sketch

Project Schedule & Costs						
Project Stage	Start Date	End Date	Estimated Cost	Sources of Funding		
				Authority Funds	SWFWMD Grant	State/Other
Feasibility/Planning	Jan-21	Mar-22	\$ 300,000	\$ 150,000	\$ 150,000	\$ -
Preliminary Design	Oct-22	Apr-23	\$ 4,694,450	\$ 3,444,450	\$ 1,250,000	\$ -
Land Acquisition	Apr-23	Oct-24	\$ 2,100,000	\$ 2,100,000	\$ -	\$ -
Final Design			\$ -	\$ -	\$ -	\$ -
Mitigation	Apr-23	Jun-25	\$ 50,000	\$ 100,000	\$ -	\$ -
Construction	Apr-23	Jun-25	\$ 57,005,550	\$ 30,455,550	\$ 24,050,000	\$ 2,500,000
<b>Total Costs</b>			<b>\$ 64,150,000</b>	<b>\$ 36,250,000</b>	<b>\$ 25,450,000</b>	<b>\$ 2,500,000</b>

*Construction Costs include Design Build Team Final Design and Construction Phase Services*







## Capital Improvement Plan/Capital Needs Assessment Project Description Sheet

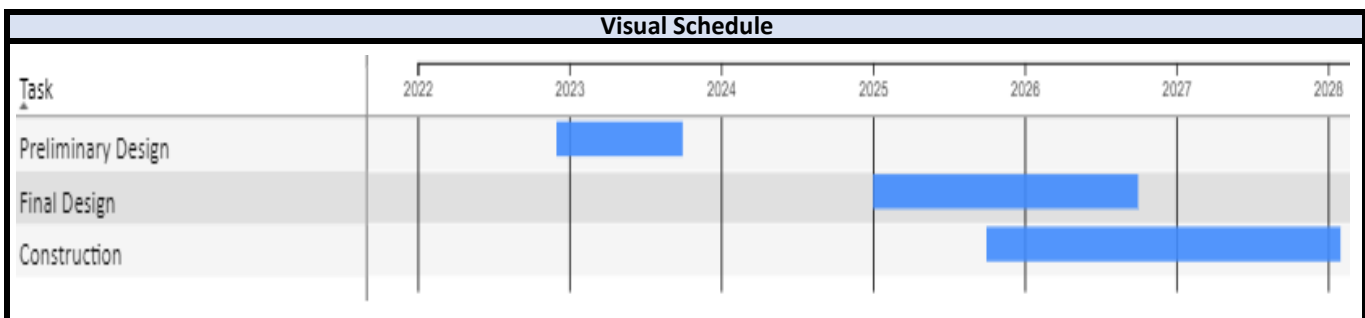
### PRF Expansion

Project Type	Project Description
<input checked="" type="checkbox"/> Water Supply <input type="checkbox"/> Transmission <input type="checkbox"/> SystemWide Benefit <input type="checkbox"/> Other	<p>The PRF Expansion reflects options to modify the Peace River Facility to increase the permitted capacity of existing treatment units at the facility or to construct new treatment units, which along with the new reservoir, will generate an additional 15 - 18 MGD AADF of annual safe yield. This work may include uprating all plants and adding additional coagulation and sedimentation capacity and constructing new filter basins on existing units or the construction of new enhanced coagulation units.</p>

Project Location or Concept Sketch	
	

Project Schedule & Costs						
Project Stage	Start Date	End Date	Estimated Cost	Sources of Funding		
				Authority Funds	SWFWMD Grant	State/Other
Feasibility/Planning			\$ -	\$ -	\$ -	\$ -
Preliminary Design	Dec-22	Oct-23	\$ 1,884,335	\$ 1,884,335	\$ -	\$ -
Land Acquisition			\$ -	\$ -	\$ -	\$ -
Final Design	Jan-25	Oct-26	\$ 10,000,000	\$ 10,000,000	\$ -	\$ -
Mitigation			\$ -	\$ -	\$ -	\$ -
Construction	Oct-25	Jan-28	\$ 151,237,665	\$ 151,237,665	\$ -	\$ -
<b>Total Costs</b>			<b>\$ 163,122,000</b>	<b>\$ 163,122,000</b>	<b>\$ -</b>	<b>\$ -</b>

Construction Costs include Consultant Engineers oversight









## Capital Improvement Plan/Capital Needs Assessment Project Description Sheet

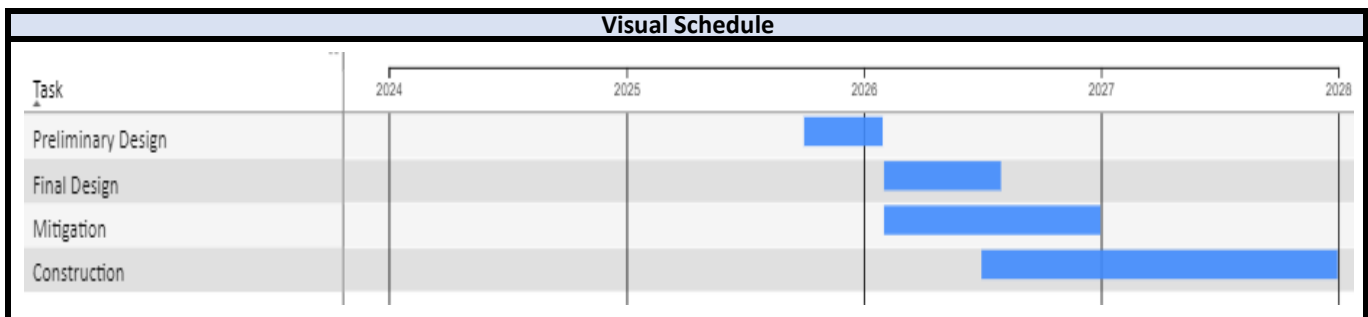
### RV Griffin Solar Array

Project Type	Project Description
<input type="checkbox"/> Water Supply <input type="checkbox"/> Transmission <input checked="" type="checkbox"/> SystemWide Benefit <input type="checkbox"/> Other	<p>The RV Griffin Reserve Solar Array will allow the Authority to take an initial step towards a sustainable energy practice utilizing area at the RV Griffin Reserve for the solar panels.</p> <p>The Authority completed a 2023 update to the Peace River Renewable Energy Study that included a conceptual solar design which was presented to the Authority Board in June 2023.</p>

Project Location or Concept Sketch	
	

Project Schedule & Costs						
Project Stage	Start Date	End Date	Estimated Cost	Sources of Funding		
				Authority Funds	SWFWMD Grant	State/Other
Feasibility/Planning			\$ -	\$ -	\$ -	\$ -
Preliminary Design	Oct-25	Jan-26	\$ 200,000	\$ 200,000	\$ -	\$ -
Land Acquisition			\$ -	\$ -	\$ -	\$ -
Final Design	Feb-26	Jul-26	\$ 300,000	\$ 300,000	\$ -	\$ -
Mitigation	Feb-26	Dec-26	\$ 50,000	\$ 50,000	\$ -	\$ -
Construction	Jul-26	Dec-27	\$ 3,622,500	\$ 3,622,500	\$ -	\$ -
<b>Total Costs</b>			<b>\$ 4,172,500</b>	<b>\$ 4,172,500</b>	<b>\$ -</b>	<b>\$ -</b>

Construction Costs include Consultant Engineers oversight





# Capital Improvement Plan/Capital Needs Assessment Project Description Sheet

## Partially Treated Surface Water ASR

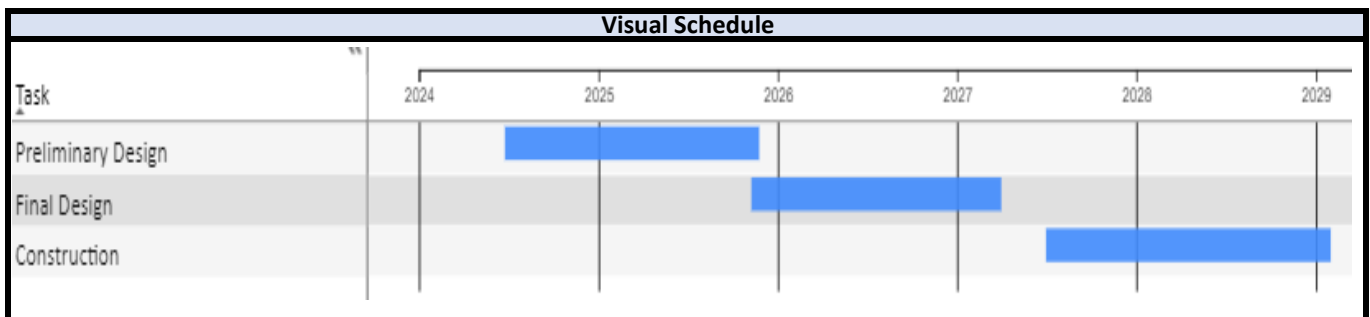
Project Type	Project Description
<input type="checkbox"/> Water Supply	The partially treated surface water ASR project consists of pilot testing, permitting, design and construction of facilities to partially treat raw water from the reservoirs and inject it below ground in the ASR system. The expected benefits of this program would be significant operational cost savings because the water injected below ground would no longer have to go through potable water treatment first. This would leverage our injection capability, improve recovered water quality and free up treatment capacity at the water treatment plant providing additional operational flexibility.
<input type="checkbox"/> Transmission	
<input checked="" type="checkbox"/> SystemWide Benefit	
<input type="checkbox"/> Other	

### Project Location or Concept Sketch

FIGURE 3  
WF2 Site Plan  
CH2M-HILL

Project Schedule & Costs						
Project Stage	Start	End	Estimated Cost	Sources of Funding		
	Date	Date		Authority Funds	SWFWMD Grant	State/Other
Feasibility/Planning			\$ -	\$ -	\$ -	\$ -
Preliminary Design	Jun-24	Nov-25	\$ 1,000,000	\$ -	\$ -	\$ 1,000,000
Land Acquisition			\$ -	\$ -	\$ -	\$ -
Final Design	Nov-25	Apr-27	\$ 2,500,000	\$ 2,500,000	\$ -	\$ -
Mitigation			\$ -	\$ -	\$ -	\$ -
Construction	Jul-27	Jan-29	\$ 32,600,000	\$ 32,600,000	\$ -	\$ -
<b>Total Costs</b>			<b>\$ 36,100,000</b>	<b>\$ 35,100,000</b>	<b>\$ -</b>	<b>\$ 1,000,000</b>

Construction Costs include Consultant Engineers oversight





## Capital Improvement Plan/Capital Needs Assessment Project Description Sheet

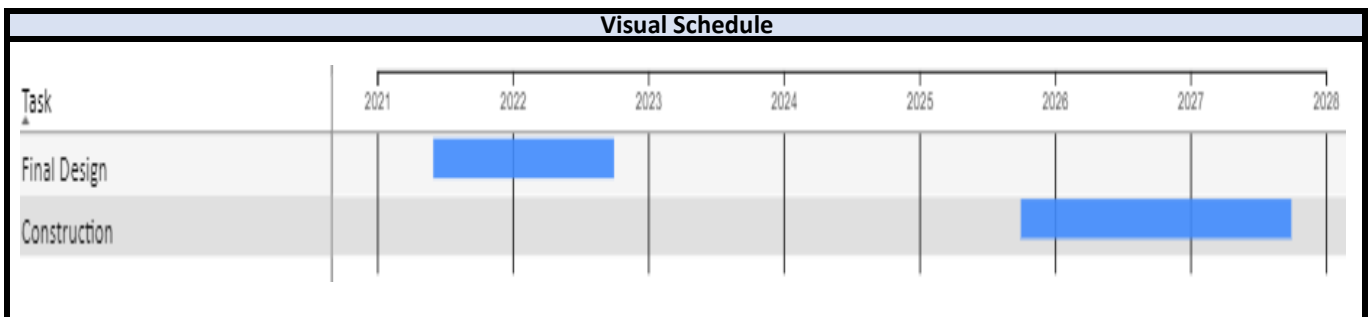
### Water Resources/Construction Dept. Building

Project Type	Project Description
<input type="checkbox"/> Water Supply <input type="checkbox"/> Transmission <input checked="" type="checkbox"/> SystemWide Benefit <input type="checkbox"/> Other	<p>The Water Resources/Construction departments have been housed in a converted ranch-style caretaker/hunting lodge built in the 1960's by a developer. The building, now 60 years old, needs major refurbishment. Considering extensive building code issues involved with updating this building, it is more prudent and cost effective to construct a new building instead. The new office building is planned to be approximately 5,550 ft<sup>2</sup> and located adjacent to the existing ranch house office.</p>



Project Schedule & Costs						
Project Stage	Start	End	Estimated Cost	Sources of Funding		
	Date	Date		Authority Funds	SWFWMD Grant	State/Other
Feasibility/Planning			\$ -	\$ -	\$ -	\$ -
Preliminary Design			\$ -	\$ -	\$ -	\$ -
Land Acquisition			\$ -	\$ -	\$ -	\$ -
Final Design	Jun-21	Oct-22	\$ 172,500	\$ 172,500	\$ -	\$ -
Mitigation			\$ -	\$ -	\$ -	\$ -
Construction	Oct-25	Sep-27	\$ 4,500,000	\$ 4,500,000	\$ -	\$ -
<b>Total Costs</b>			<b>\$ 4,672,500</b>	<b>\$ 4,672,500</b>	<b>\$ -</b>	<b>\$ -</b>

Construction Costs include Consultant Engineers oversight





# Peace River Manasota

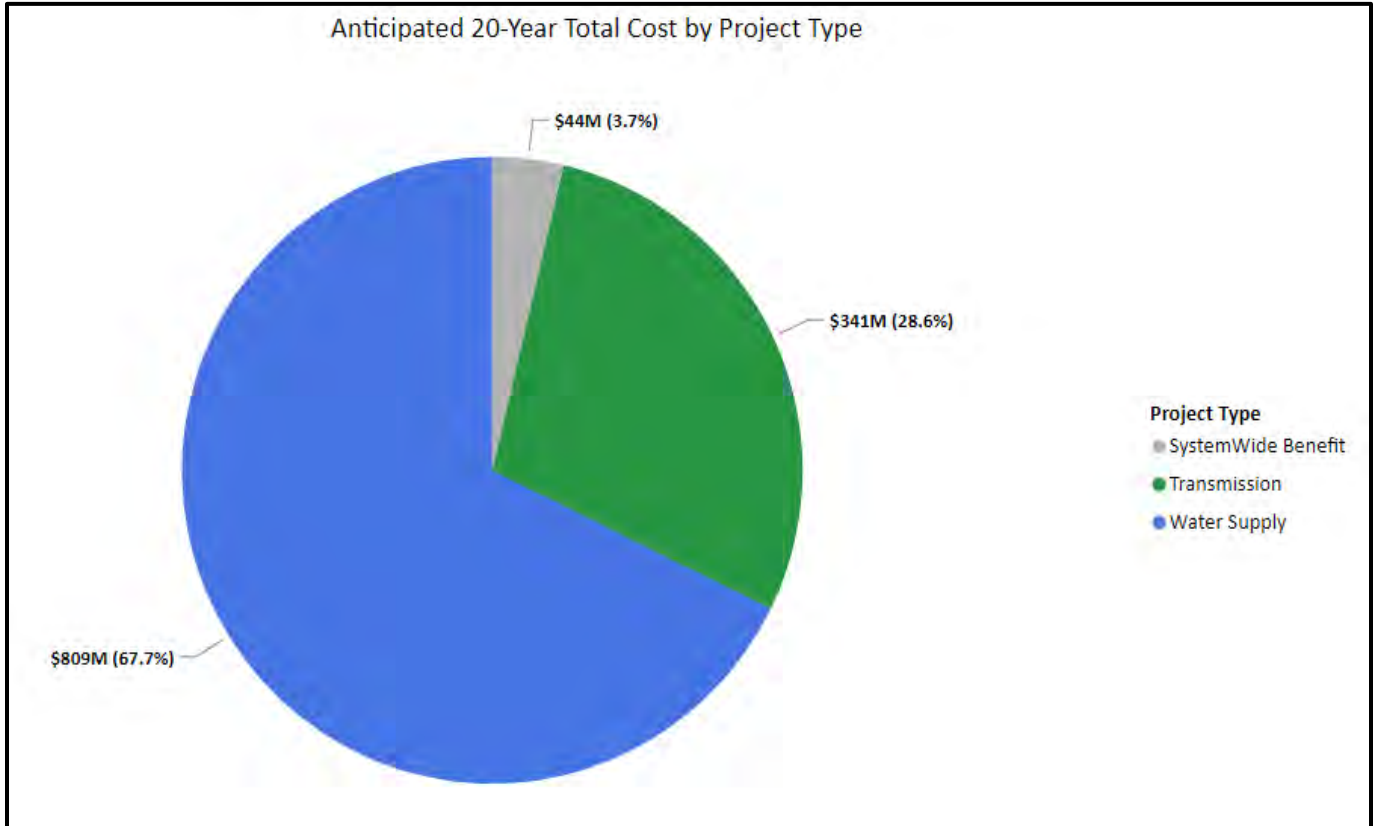
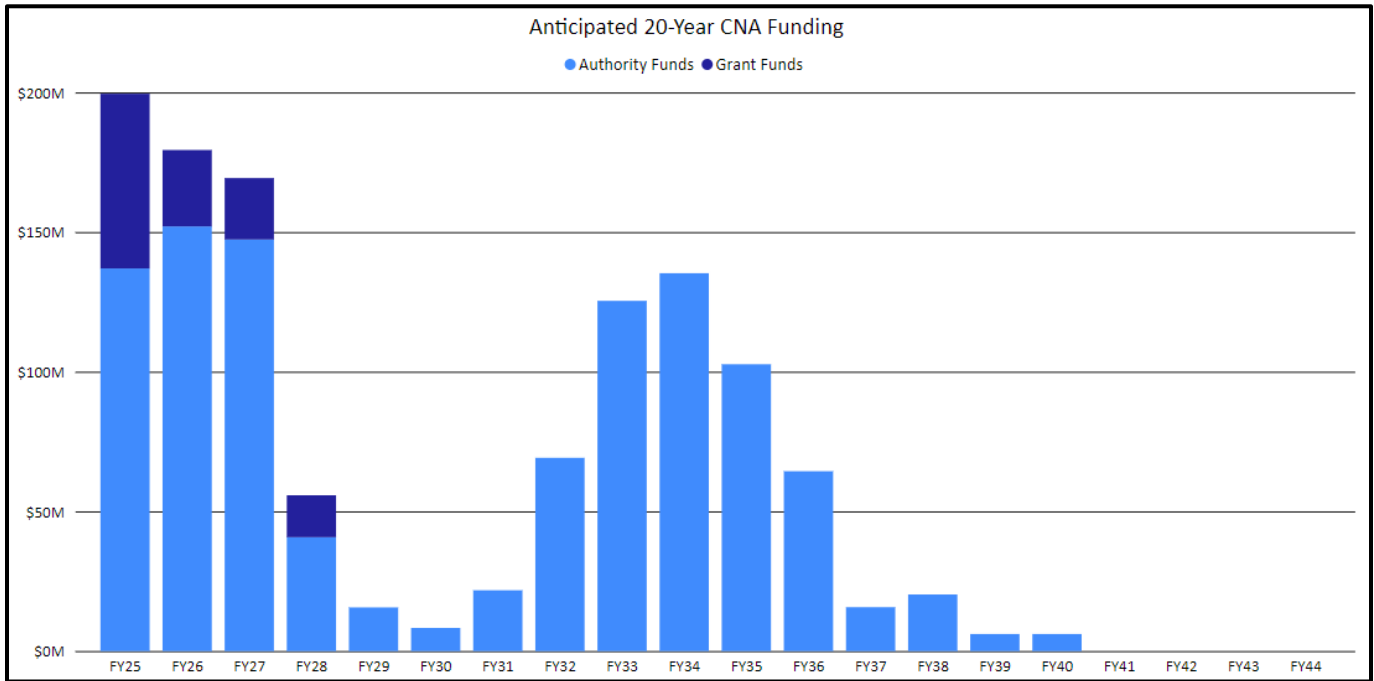
Regional Water Supply Authority

## **20-Year Capital Needs Assessment**

**Fiscal Period: 2025 – 2044**

*“Through cooperation and collaboration, the Authority and its Customers shall create, maintain, and expand a sustainable, interconnected, regional water supply system”*

## 20- Year Capital Needs Assessment Summary







## Capital Improvement Plan/Capital Needs Assessment Project Description Sheet

### Regional Integrated Loop - Phase 3C Extension

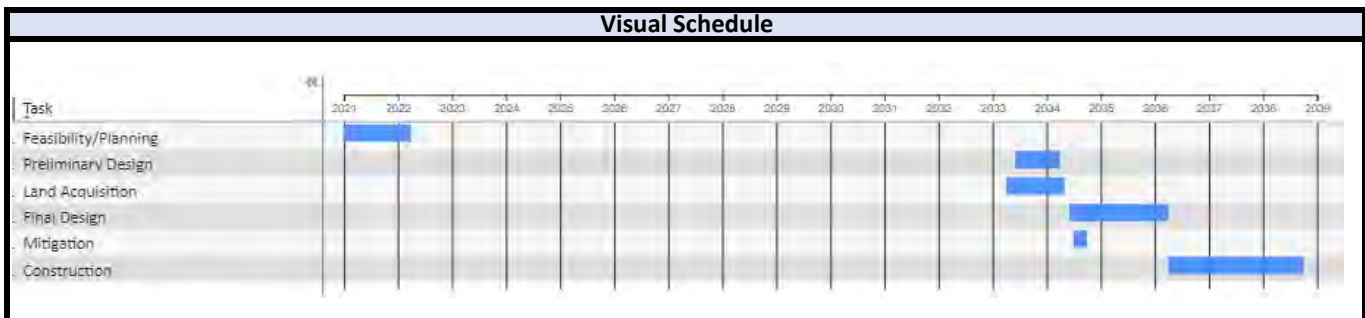
Project Type	Project Description
<input type="checkbox"/> Water Supply <input checked="" type="checkbox"/> Transmission <input type="checkbox"/> SystemWide Benefit <input type="checkbox"/> Other	<p>The Phase 3C Extension Regional Integrated Loop project will consist of approximately 10.8 miles of 36" or 42" diameter water main installed between Phase 3C in the vicinity of Fruitville Road (780) westward under I-75, south of Benderson/UTC Mall area and then northwest to an existing facility at Lockwood Ridge Rd &amp; University Pkwy. A new storage and pumping facility near Fruitville Rd and Lorainne Rd. will be capable of sending flows both north and south with chemical trim facilities. Some minor modifications to this facility located at the western terminal end of the regional loop pipeline are envisioned.</p>

#### Project Location or Concept Sketch

#### Project Schedule & Costs

Project Stage	Start Date	End Date	Estimated Cost	Sources of Funding		
				Authority Funds	SWFWMD Grant	State/Other
Feasibility/Planning	Jan-21	Mar-22	\$ 300,000	\$ 150,000	\$ 150,000	\$ -
Preliminary Design	Jun-33	Mar-34	\$ 857,770	\$ 857,770	\$ -	\$ -
Land Acquisition	Apr-33	Apr-34	\$ 4,366,967	\$ 4,366,967	\$ -	\$ -
Final Design	Jun-34	Mar-36	\$ 5,434,771	\$ 5,434,771	\$ -	\$ -
Mitigation	Jul-34	Sep-34	\$ 204,000	\$ 204,000	\$ -	\$ -
Construction	Apr-36	Sep-38	\$ 59,240,046	\$ 59,240,046	\$ -	\$ -
<b>Total Costs</b>			<b>\$ 70,403,553</b>	<b>\$ 70,253,553</b>	<b>\$ 150,000</b>	<b>\$ -</b>

Construction Costs include Consultant Engineers oversight







## Capital Improvement Plan/Capital Needs Assessment Project Description Sheet

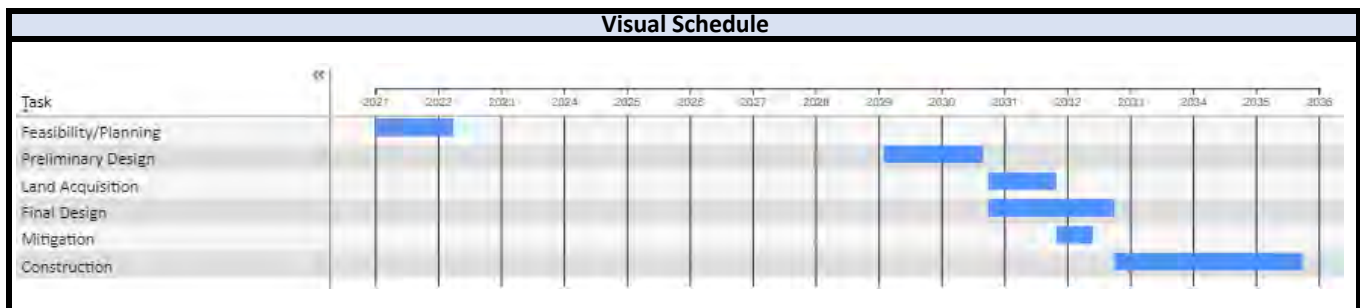
### Regional Integrated Loop - Phase 2C

Project Type	Project Description
<input type="checkbox"/> Water Supply <input checked="" type="checkbox"/> Transmission <input type="checkbox"/> SystemWide Benefit <input type="checkbox"/> Other	<p>The Regional Integrated Loop Phase 2C Interconnect is comprised of about 19-miles of 36" - to 42" diameter pipeline beginning at the terminus of the Phase 2B Pipeline and extending generally west and north through Sarasota County and terminating at the Sarasota County Carlton Water Treatment Plant. The project includes a ground storage tank and booster pumping station and crossings of I-75 and the Myakka River in the northern end of the pipeline. The Phase 2C pipeline completes a plant-to-plant connection which will improve regional reliability, resiliency, provides bi-directional water transfer capability, completes the southern regional loop, and provides additional pipeline capacity for Manatee County in the future.</p>

#### Project Location or Concept Sketch

Project Schedule & Costs						
Project Stage	Start Date	End Date	Estimated Cost	Sources of Funding		
				Authority Funds	SWFWMD Grant	State/Other
Feasibility/Planning	Jan-21	Mar-22	\$ 200,000	\$ 100,000	\$ 100,000	\$ -
Preliminary Design	Feb-29	Aug-30	\$ 1,621,800	\$ 1,621,800	\$ -	\$ -
Land Acquisition	Sep-30	Oct-31	\$ 1,583,958	\$ 1,583,958	\$ -	\$ -
Final Design	Oct-30	Sep-32	\$ 22,276,879	\$ 22,276,879	\$ -	\$ -
Mitigation	Nov-31	May-32	\$ -	\$ -	\$ -	\$ -
Construction	Oct-32	Sep-35	\$ 142,207,069	\$ 142,207,069	\$ -	\$ -
<b>Total Costs</b>			<b>\$ 167,889,707</b>	<b>\$ 167,789,707</b>	<b>\$ 100,000</b>	<b>\$ -</b>

Construction Costs include Consultant Engineers oversight





## Capital Improvement Plan/Capital Needs Assessment Project Description Sheet

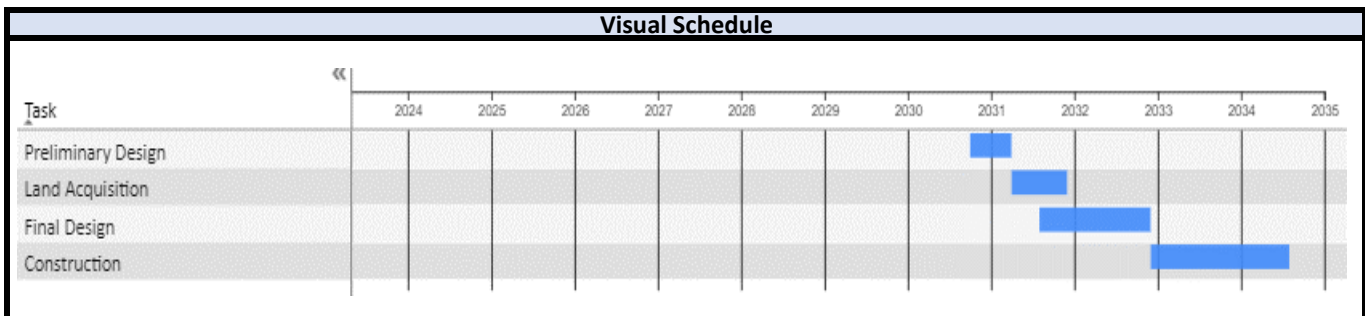
### Replace 12" PVC Line

Project Type	Project Description
<input type="checkbox"/> Water Supply <input checked="" type="checkbox"/> Transmission <input type="checkbox"/> SystemWide Benefit <input type="checkbox"/> Other	<p>This approximately 1.5 mile long pipeline interconnects the 24" Kings Highway Transmission Main, the 36" Southern Regional Transmission Main and the 42" Phase 2a Regional Loop Interconnect. It serves as a valuable intertie which can provide a backup water feed to Lake Suzy and Charlotte County in the event of a main break on the larger lines. The current pipeline was installed by GDU and it will be replaced with a larger diameter pipeline.</p>

Project Location or Concept Sketch	

Project Schedule & Costs						
Project Stage	Start Date	End Date	Estimated Cost	Sources of Funding		
				Authority Funds	SWFWMD Grant	State/Other
Feasibility/Planning			\$ -	\$ -	\$ -	\$ -
Preliminary Design	Oct-30	Mar-31	\$ 150,000	\$ 150,000	\$ -	\$ -
Land Acquisition	Apr-31	Nov-31	\$ 250,000	\$ 250,000	\$ -	\$ -
Final Design	Aug-31	Nov-32	\$ 350,000	\$ 350,000	\$ -	\$ -
Mitigation			\$ -	\$ -	\$ -	\$ -
Construction	Dec-32	Jul-34	\$ 5,000,000	\$ 5,000,000	\$ -	\$ -
<b>Total Costs</b>			<b>\$ 5,750,000</b>	<b>\$ 5,750,000</b>	<b>\$ -</b>	<b>\$ -</b>

*Construction Costs include Consultant Engineers oversight*





## Capital Improvement Plan/Capital Needs Assessment Project Description Sheet

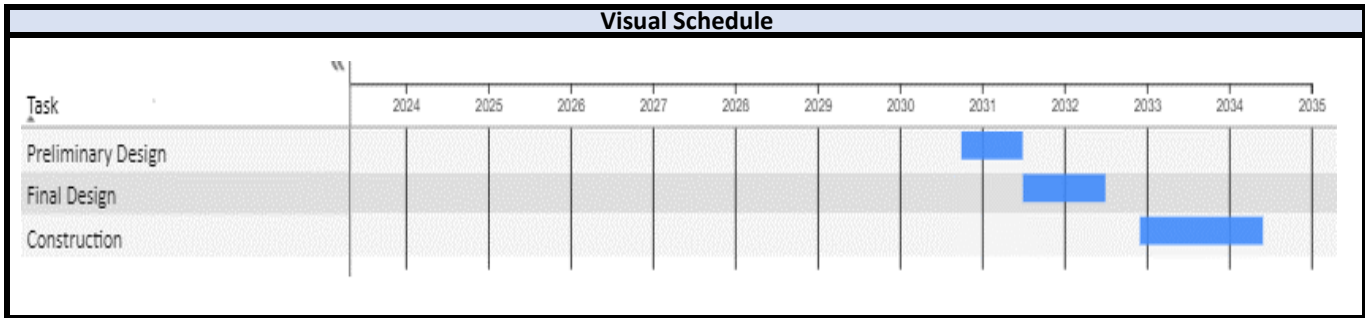
### Kings Highway Pipeline Replacement (DeSoto County)

Project Type	Project Description
<input type="checkbox"/> Water Supply <input checked="" type="checkbox"/> Transmission <input type="checkbox"/> SystemWide Benefit <input type="checkbox"/> Other	<p>The Kings Highway 24" Regional Transmission Main provides water to Charlotte and DeSoto Counties and was installed within the roadway right-of-way. DeSoto County is planning to widen a portion of Kings Highway from the County line to Peace Street. The Authority will coordinate with DeSoto County and relocate multiple appurtenances from the county line to Peace River St., approximately 2 miles.</p>

#### Project Location or Concept Sketch

Project Schedule & Costs						
Project Stage	Start Date	End Date	Estimated Cost	Sources of Funding		
				Authority Funds	SWFWMD Grant	State/Other
Feasibility/Planning			\$ -	\$ -	\$ -	\$ -
Preliminary Design	Oct-30	Jun-31	\$ 150,000	\$ 150,000	\$ -	\$ -
Land Acquisition			\$ -	\$ -	\$ -	\$ -
Final Design	Jul-31	Jul-32	\$ 150,000	\$ 150,000	\$ -	\$ -
Mitigation			\$ -	\$ -	\$ -	\$ -
Construction	Dec-32	May-34	\$ 2,000,000	\$ 2,000,000	\$ -	\$ -
<b>Total Costs</b>			<b>\$ 2,300,000</b>	<b>\$ 2,300,000</b>	<b>\$ -</b>	<b>\$ -</b>

Construction Costs include Consultant Engineers oversight







## Capital Improvement Plan/Capital Needs Assessment Project Description Sheet

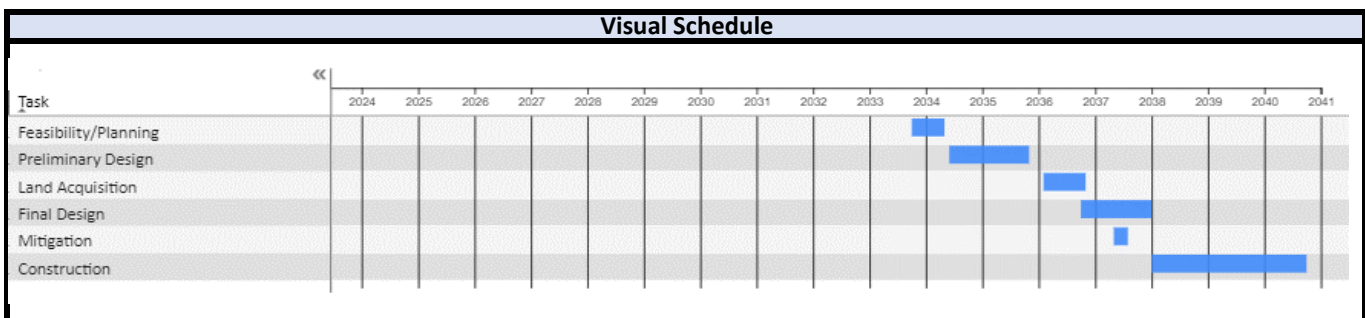
### Regional Integrated Loop - Phase 4

Project Type	Project Description
<input type="checkbox"/> Water Supply <input checked="" type="checkbox"/> Transmission <input type="checkbox"/> SystemWide Benefit <input type="checkbox"/> Other	<p>The Phase 4 Regional Integrated Loop project comprises approximately 10 miles of 16" diameter water line generally beginning at the Authority's Phase 1A Disston Ave. Pump Station Facility, located south of the Peace River in the town of Cleveland, and extends east and south connecting to the existing South Charlotte County 16" diameter water main. The South County water main originates at the County's Burnt Store Water Treatment Plant providing a plant-to-plant connection, in the future..</p>

#### Project Location or Concept Sketch

Project Schedule & Costs						
Project Stage	Start Date	End Date	Estimated Cost	Sources of Funding		
				Authority Funds	SWFWMD Grant	State/Other
Feasibility/Planning	Oct-33	May-34	\$ -	\$ -	\$ -	\$ -
Preliminary Design	Jun-34	Oct-35	\$ 612,000	\$ 612,000	\$ -	\$ -
Land Acquisition	Feb-36	Oct-36	\$ 2,040,000	\$ 2,040,000	\$ -	\$ -
Final Design	Oct-36	Dec-37	\$ 1,938,000	\$ 1,938,000	\$ -	\$ -
Mitigation	May-37	Jul-37	\$ -	\$ -	\$ -	\$ -
Construction	Jan-38	Sep-40	\$ 18,360,000	\$ 18,360,000	\$ -	\$ -
<b>Total Costs</b>			<b>\$ 22,950,000</b>	<b>\$ 22,950,000</b>	<b>\$ -</b>	<b>\$ -</b>

*Construction Costs include Consultant Engineers oversight*

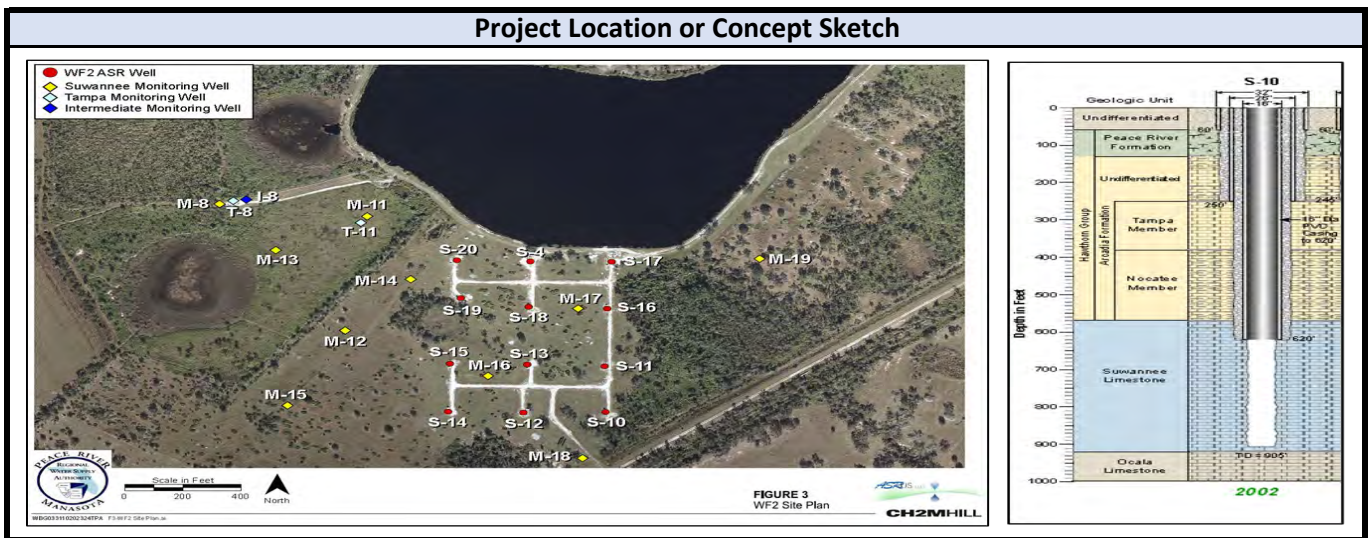




# Capital Improvement Plan/Capital Needs Assessment Project Description Sheet

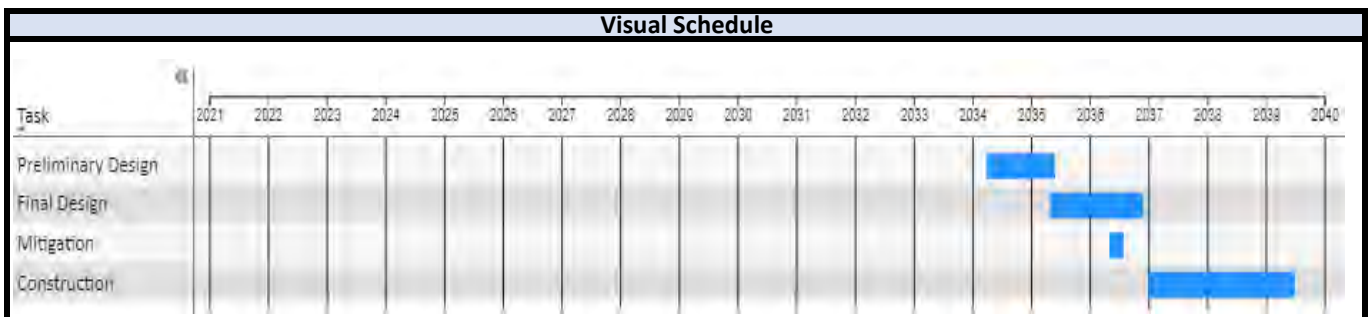
## ASR Wellfield Expansion

Project Type	Project Description
<input checked="" type="checkbox"/> Water Supply <input type="checkbox"/> Transmission <input type="checkbox"/> SystemWide Benefit <input type="checkbox"/> Other	Success for the Peace River Facility is based upon capitalizing on seasonal storage and can either be accomplished with raw water off-stream reservoirs, or currently, as potable water ASR wells. This project will bring another 12 ASR wells online.



Project Schedule & Costs						
Project Stage	Start Date	End Date	Estimated Cost	Sources of Funding		
				Authority Funds	SWFWMD Grant	State/Other
Feasibility/Planning			\$ -	\$ -	\$ -	\$ -
Preliminary Design	Apr-34	May-35	\$ 715,354	\$ 715,354	\$ -	\$ -
Land Acquisition			\$ -	\$ -	\$ -	\$ -
Final Design	May-35	Nov-36	\$ 1,451,821	\$ 1,451,821	\$ -	\$ -
Mitigation	May-36	Jul-36	\$ 108,120	\$ 108,120	\$ -	\$ -
Construction	Jan-37	Jun-39	\$ 27,906,241	\$ 27,906,241	\$ -	\$ -
<b>Total Costs</b>			\$ <b>30,181,536</b>	\$ <b>30,181,536</b>	\$ -	\$ -

Construction Costs include Consultant Engineers oversight

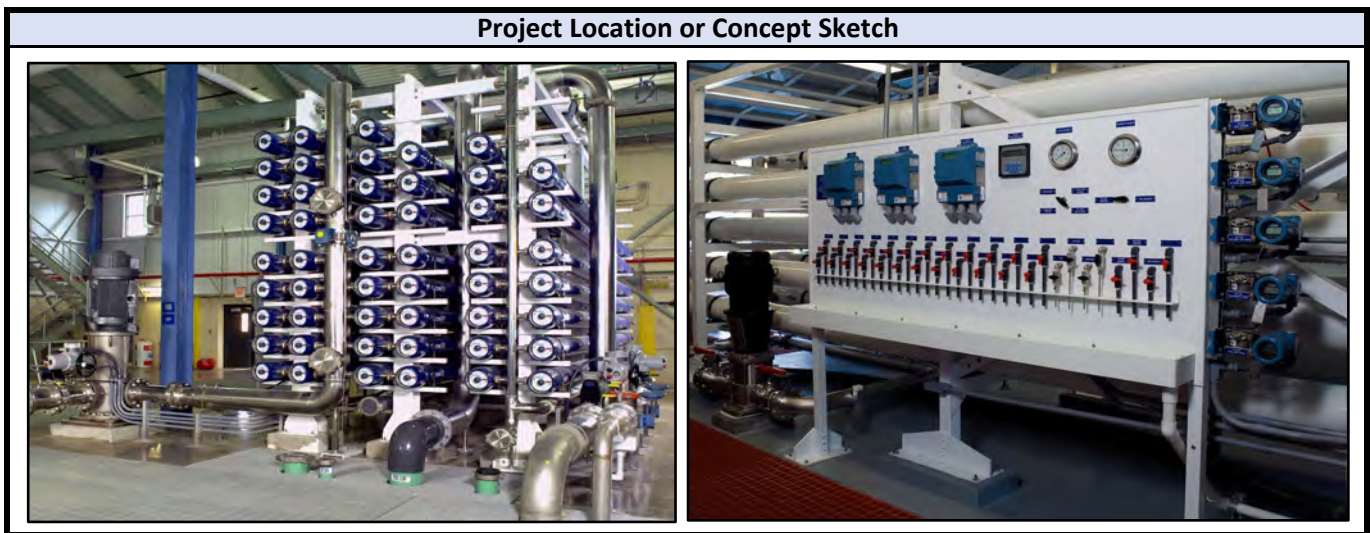




## Capital Improvement Plan/Capital Needs Assessment Project Description Sheet

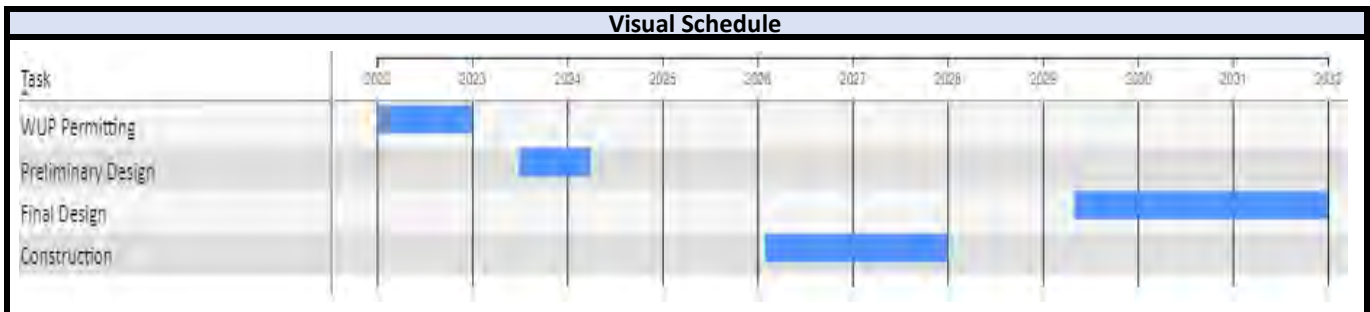
### Brackish Water RO Facility

Project Type	Project Description
<input checked="" type="checkbox"/> Water Supply <input type="checkbox"/> Transmission <input type="checkbox"/> Systemwide Benefit <input type="checkbox"/> Other	<p>This alternative water supply project would add 8 MGD AADD of safe yield to the regional system and also add a measure of drought resiliency to the regional water supply network. Brackish groundwater would be withdrawn from the Intermediate Aquifer and the Avon Park formation in the Floridan Aquifer. Reverse osmosis treatment membranes operating at an overall efficiency of 80% would be employed. Reject concentrate would be injected to a permeable zone well below the Avon Park zone. This project also included two 2 MG finished water tanks for blending control.</p>



Project Schedule & Costs						
Project Stage	Start Date	End Date	Estimated Cost	Sources of Funding		
				Authority Funds	SWFWMD Grant	State/Other
Feasibility/Planning			\$ -	\$ -	\$ -	\$ -
Preliminary Design	Jul-23	Apr-24	\$ 5,488,750	\$ 5,488,750	\$ -	\$ -
Land Acquisition			\$ -	\$ -	\$ -	\$ -
Final Design	May-29	Dec-31	\$ 18,000,000	\$ 18,000,000	\$ -	\$ -
Mitigation	Jan-30	Dec-31	\$ 2,000,000	\$ 2,000,000	\$ -	\$ -
Construction	Feb-26	Jan-28	\$ 260,000,000	\$ 260,000,000	\$ -	\$ -
<b>Total Costs</b>			<b>\$ 285,488,750</b>	<b>\$ 285,488,750</b>	<b>\$ -</b>	<b>\$ -</b>

*Construction Costs include Consultant Engineers oversight*







## Capital Improvement Plan/Capital Needs Assessment Project Description Sheet

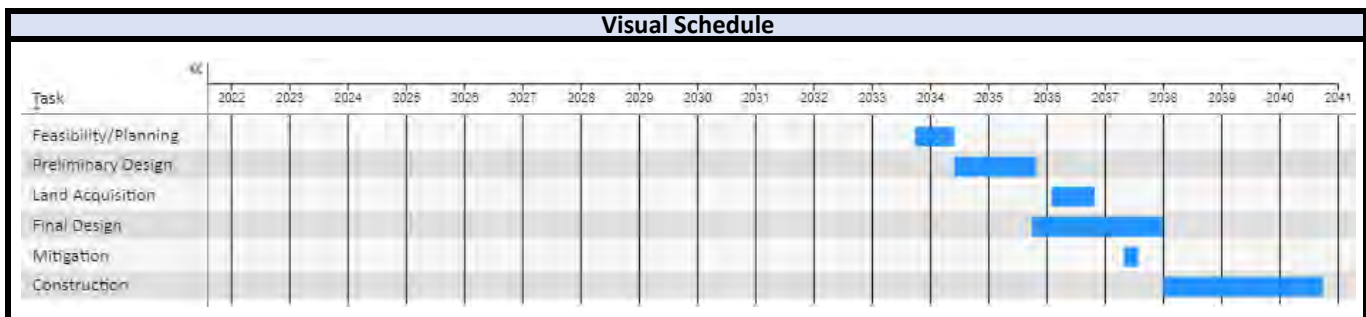
### Regional Integrated Loop - Phase 2D

Project Type	Project Description
<input type="checkbox"/> Water Supply <input checked="" type="checkbox"/> Transmission <input type="checkbox"/> SystemWide Benefit <input type="checkbox"/> Other	<p>This pipeline project is comprised of 12.5 miles of pipe tentatively sized as 24" diameter running from the Phase 2B regional loop pipeline near River Road and US 41 to the Englewood Water District. This segment completes a plant-to-plant connection that will boost local and regional resiliency and facilitate transfer of water in either direction. The project includes a pump station and storage elements as well as chemical trim facilities.</p>

#### Project Location or Concept Sketch

Project Schedule & Costs						
Project Stage	Start	End	Estimated Cost	Sources of Funding		
	Date	Date		Authority Funds	SWFWMD Grant	State/Other
Feasibility/Planning	Oct-33	May-34	\$ 300,000	\$ 300,000	\$ -	\$ -
Preliminary Design	Jun-34	Oct-35	\$ 1,046,400	\$ 523,200	\$ 523,200	\$ -
Land Acquisition	Feb-36	Oct-36	\$ 1,123,000	\$ 1,123,000	\$ -	\$ -
Final Design	Oct-35	Dec-37	\$ 2,112,059	\$ 1,056,030	\$ 1,056,030	\$ -
Mitigation	May-37	Jul-37	\$ 200,000	\$ 200,000	\$ -	\$ -
Construction	Jan-38	Sep-40	\$ 31,025,535	\$ 15,512,767	\$ 15,512,767	\$ -
Total Costs			\$ 35,806,994	\$ 18,714,997	\$ 17,091,997	\$ -

*Construction Costs include Consultant Engineers oversight*





## Capital Improvement Plan/Capital Needs Assessment Appendix A - Assumptions

Cost Sources and Assumptions			
Project Name	Cost Source	Index Rate (ENR CCI)	
		FY24	FY25
Regional Integrated Loop - Phase 2B	Guaranteed Maximum Price	0.00%	0.00%
Regional Integrated Loop - Phase 2C	Feasibility & Routing Study	6.00%	2.00%
Reservoir 3	Construction Manager at Risk Cost Estimate March 2024	0.00%	0.00%
Regional Integrated Loop - Phase 3C	Guaranteed Maximum Price	0.00%	0.00%
Regional Integrated Loop - Phase 3C Extension	Feasibility & Routing Study	6.00%	2.00%
Kings Highway Pipeline Replacement	Staff Developed	0.00%	0.00%
PRF Expansion	Construction Manager at Risk Cost Estimate March 2024	0.00%	0.00%
Water Resources/Construction Dept. Building	Preliminary Design Report	0.00%	0.00%
Partially Treated Surface Water ASR	Disinfection Study for the Partially Treated Surface Water ASR	0.00%	0.00%
RV Griffin Solar Array	Peace River Renewable Energy Study	0.00%	0.00%
Replace 12" PVC Line	Staff Developed	0.00%	0.00%
Brackish Water RO Facility	Construction Manager at Risk Cost Estimate March 2024	0.00%	0.00%
Regional Integrated Loop - Phase 4	Staff Developed	0.00%	2.00%
ASR Wellfield Expansion	Integrated Regional Water Supply Plan 2020	6.00%	2.00%

**Other Assumptions:**

- \* All costs except for land acquisition and mitigation are indexed annually from the time of the last engineering report and/or study.
- \* Grant funding from the Southwest Florida Water Management District or State is only reflected on projects that have a funding commitment
- \* Fees associated with individual project stages are estimated utilizing project managers' best estimate at the time of project development
- \* Index Rate is calculated using the Engineering News-Record Construction Cost Index from August of the prior year to August of the current year

Engineering News-Record Construction Cost Index History (ENR CCI)												
Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2023	13175	13176	13176	13230	13288	13345	13425	13473	13486	13498	13511	13515
2022	12556	12684	12791	12899	13004	13111	13168	13171	13173	13175	13175	13175
2021	11627	11698	11749	11849	11989	12112	12237	12463	12464	12464	12467	12481
2020	11392	11396	11397	11412	11418	11436	11439	11455	11499	11539	11579	11626
2019	11206	11213	11228	11228	11230	11268	11293	11311	11311	11326	11381	11381
2018	10878	10889	10959	10971	11013	11069	11116	11124	11170	11183	11184	11186
2017	10542	10559	10667	10678	10692	10703	10789	10826	10823	10817	10870	10873
2016	10132	10181	10242	10279	10315	10337	10379	10385	10403	10434	10442	10530
2015	9972	9962	9972	9992	9975	10039	10037	10039	10065	10128	10092	10152
2014	9664	9681	9702	9750	9796	9800	9835	9846	9870	9886	9912	9936
2013	9437	9453	9456	9484	9516	9542	9552	9545	9552	9689	9666	9668
2012	9176	9198	9268	9273	9290	9291	9324	9351	9341	9376	9398	9412
2011	8938	8998	9011	9027	9035	9053	9080	9088	9116	9147	9173	9172
2010	8660	8672	8671	8677	8761	8805	8844	8837	8836	8921	8951	8952
2009	8549	8533	8534	8528	8574	8578	8566	8564	8586	8596	8592	8641
2008	8090	8094	8109	8112	8141	8185	8293	8362	8557	8623	8602	8551
2007	7880	7880	7856	7865	7942	7939	7959	8007	8050	8045	8092	8089
2006	7660	7689	7692	7695	7691	7700	7721	7722	7763	7883	7911	7888
2005	7297	7298	7309	7355	7398	7415	7422	7479	7540	7563	7630	7647
2004	6825	6862	6957	7017	7065	7109	7126	7188	7298	7314	7312	7308
2003	6581	6640	6627	6635	6642	6694	6695	6733	6741	6771	6794	6782
2002	6462	6462	6502	6480	6512	6532	6605	6592	6589	6579	6578	6563
2001	6281	6272	6279	6286	6288	6318	6404	6389	6391	6397	6410	6390
2000	6130	6160	6202	6201	6233	6238	6225	6233	6224	6259	6266	6283



**Capital Improvement Plan/Capital Needs Assessment**  
**Appendix B - Project Summary Table by Project Stage**

<b>Capital Projects</b>	<b>Feasibility/Planning</b>	<b>Preliminary Design</b>	<b>Final Design</b>	<b>Land Acquisition</b>	<b>Mitigation</b>	<b>Construction</b>	<b>Grand Total</b>
ASR Wellfield Expansion	\$ -	\$ 715,354	\$ 1,451,821	\$ -	\$ 108,120	\$ 27,906,241	\$ 30,181,536
Kings Highway Pipeline Replacement (DeSoto County)	\$ -	\$ 150,000	\$ 150,000	\$ -	\$ -	\$ 2,000,000	\$ 2,300,000
Partially Treated Surface Water ASR	\$ -	\$ 1,000,000	\$ 2,500,000	\$ -	\$ -	\$ 32,600,000	\$ 36,100,000
PRF Expansion	\$ -	\$ 1,884,335	\$ 10,000,000	\$ -	\$ -	\$ 151,237,665	\$ 163,122,000
Regional Integrated Loop - Phase 2B	\$ 200,000	\$ 5,100,000	\$ -	\$ 300,000	\$ 200,000	\$ 82,595,000	\$ 88,395,000
Regional Integrated Loop - Phase 2C	\$ 200,000	\$ 1,621,800	\$ 22,276,879	\$ 1,583,958	\$ -	\$ 142,207,069	\$ 167,889,707
Regional Integrated Loop - Phase 3C	\$ 300,000	\$ 4,694,450	\$ -	\$ 2,100,000	\$ 50,000	\$ 57,005,550	\$ 64,150,000
Regional Integrated Loop - Phase 3C Extension	\$ 300,000	\$ 857,770	\$ 5,434,771	\$ 4,366,967	\$ 204,000	\$ 59,240,046	\$ 70,403,553
Regional Integrated Loop - Phase 4	\$ -	\$ 612,000	\$ 1,938,000	\$ 2,040,000	\$ -	\$ 18,360,000	\$ 22,950,000
Replace 12" PVC Line	\$ -	\$ 150,000	\$ 350,000	\$ 250,000	\$ -	\$ 5,000,000	\$ 5,750,000
Reservoir 3	\$ 1,500,000	\$ 7,250,000	\$ 9,500,000	\$ 500,000	\$ 15,700,000	\$ 371,734,000	\$ 406,184,000
Water Resources/Construction Dept. Building	\$ -	\$ -	\$ 172,500	\$ -	\$ -	\$ 4,500,000	\$ 4,672,500
RV Griffin Solar Array	\$ -	\$ 200,000	\$ 300,000	\$ -	\$ 50,000	\$ 3,622,500	\$ 4,172,500
Brackish Water RO Facility	\$ -	\$ 5,488,750	\$ 18,000,000	\$ -	\$ 2,000,000	\$ 260,000,000	\$ 285,488,750
<b>Grand Total</b>	<b>\$ 2,500,000</b>	<b>\$ 29,724,459</b>	<b>\$ 72,073,971</b>	<b>\$ 11,140,925</b>	<b>\$ 18,312,120</b>	<b>\$ 1,218,008,071</b>	<b>\$ 1,351,759,545</b>

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**  
**BOARD OF DIRECTORS MEETING**  
*April 3, 2024*

**REGULAR AGENDA**  
**ITEM 5**

**2014B Refunding/Phase 3C Regional Interconnect Financing**

---

**Presenters -**

Ann Lee, Finance and Budget Senior Manager  
Natalie Sidor, Senior Managing Director, Public  
Resources Advisory Group (PRAG)

**Recommended Action -**

**Motion** to approve and authorize staff to proceed on the  
2014B Refunding effort and Phase 3C Regional  
Interconnect Long Term Financing effort.

The Authority's 2014B bonds are callable in October 2024 and therefore eligible for current refunding this summer. Current analysis (1/29/24) by the Authority's financial advisor, PRAG, indicates that refinancing the 2014B's would provide total gross savings of \$10.2 million, roughly 14.9% in total net present value savings. Staff requests Board authorization to initiate the work needed to support the bond refunding.

Staff also requests Board authorization to move forward with finalizing long-term funding for the Phase 3C Regional Interconnect in conjunction with the 2014B refunding effort to take advantage of economies of scale. The funding for Phase 3C is currently coming from the Authority's Capital Project Line of Credit. The anticipated bond amount for the Phase 3C Regional Interconnect is approximately \$33 million and staff will work closely with Sarasota County on configurations of debt service and final debt amounts.

Board authorization later this summer (anticipated August) will be requested prior to actual refunding/new money closings.

**Budget Action:** No action needed.

**Attachments:**

Presentation Materials

# Market Update & Summary of Proposed Series 2024 Bonds

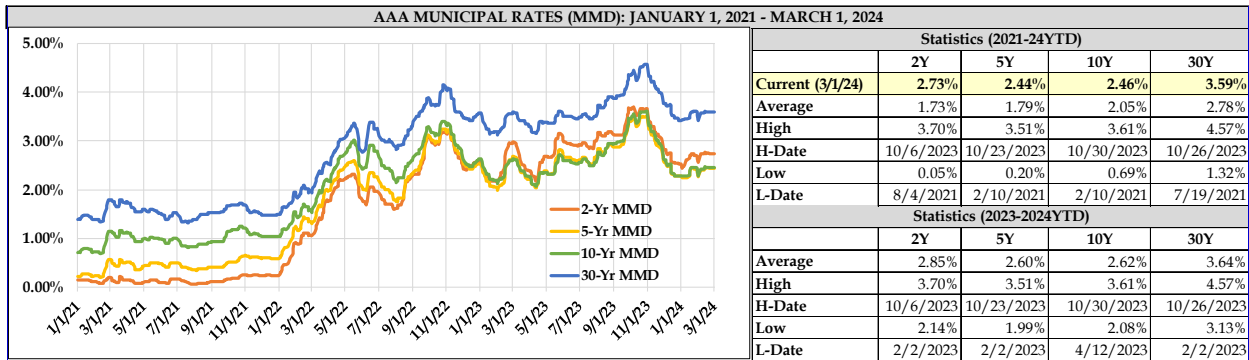
Regular Item 5  
April 3, 2024



1

## Municipal Interest Rate Trends

- Tax-exempt rates (MMD) have increased since the lows in 2021 with its 3-year peak in Oct. 2023
- MMD has remained in a relatively tight range for 2024 YTD\*



Source: Bloomberg; \* Through March 1, 2024



2

## Proposed Series 2024 Bonds

- Refunding - Series 2014B Bonds
  - Current market interest rates provide the opportunity to consider refunding the Series 2014B Bonds for debt service savings
  
- New Money - Phase 3C Pipeline Project
  - Funding the project on an interim basis with the line of credit and grant monies
  - Need to secure long-term financing near project completion
  
- Given certainty on project costs and completion of Phase 3C in March 2025, timing makes sense and economies of scale are achieved related to costs of issuance and administrative time/effort by combining Phase 3C new money with the Series 2014B refunding



3

## Series 2014B Refunding

- Series 2014B Bonds
  - \$55.915MM Outstanding
  - Average Coupon - 5.00%
  - Principal 10/1/2028 – 2035
  - Callable October 2024
  - Preliminary Indications:
    - All-In True Interest Cost- 2.85%
    - NPV Savings - \$8.3MM (15%)
  - Member Participation:
    - Sarasota – 62.55%
    - Charlotte – 26.26%
    - North Port – 10.37%
    - DeSoto – 0.82%
    - Manatee – 0.00%

Summary of Preliminary Results		
Series 2014B Refunding		
Series 2024 Refunding Bonds		
Closing Date		08/27/24
Par Amount Refunded		\$55,195,000
All-In True Interest Cost		2.85%
<b>Total Gross Savings (\$)</b>		<b>\$10,165,222</b>
<b>Avg. Annual Gross Savings (\$) (2028-2035)</b>		<b>\$1,129,571</b>
<b>Total Net Present Value (NPV) Savings (\$)</b>		<b>\$8,262,373</b>
<b>Total NPV Savings (% of Refunded Par)</b>		<b>15.0%</b>

*Based on market conditions and assumptions as of March 4, 2024, subject to change.*



4



# Phase 3C Pipeline Project

- Est. Completion - March 2025
- Est. Project Costs - \$62.75MM
- Est. Funding Sources
  - Grants - \$27.95MM
  - Sarasota Cash - \$2.8MM
  - Authority (Debt) - \$32.0MM
- Est. Bond Structure
  - 30-year Final Maturity
  - Interest Only in Year 1
  - Level Debt Service Thereafter
  - Preliminary Indications:
    - All-in True Interest Cost – 4.23%
    - ~\$2.0MM Annual Debt Service
- Member Participation:
  - Sarasota – 100%

Summary of Preliminary Results Phase 3C	
Series 2024 Phase 3C Bonds	
Dated/ Delivery	8/27/24
Est. Project Funding	\$32,000,000
All-In True Interest Cost	4.23%
First Principal Payment	10/1/26
Final Maturity	10/1/54
<b>Total Gross Debt Service</b>	<b>\$57,454,190</b>
<b>Est. Avg. Annual Debt Service</b>	<b>\$1,925,769</b>

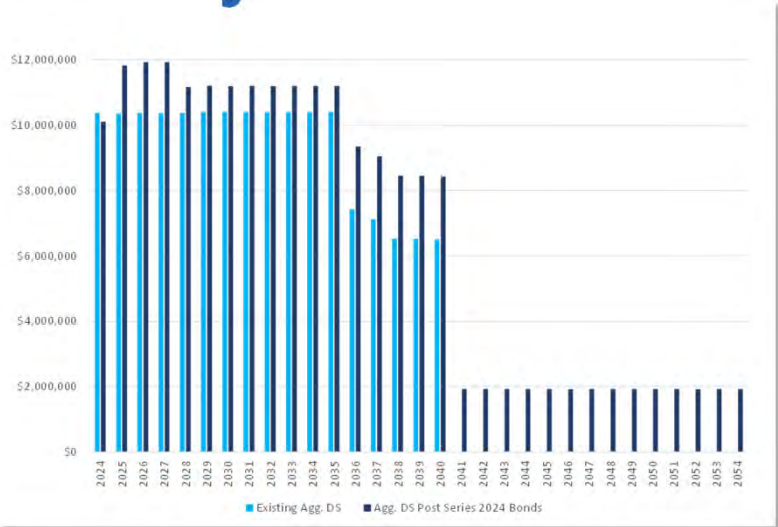
*Based on market conditions and assumptions as of March 4, 2024, subject to change.*



5

# Aggregate Authority Debt Service

- Existing Agg. Debt Service
  - Level at ~\$10.4MM through 2035 and declining thereafter
  - Fully matured in 2040
- Post 2024 Bonds Agg. Debt Service
  - Fully Matures in 2054
  - All debt maturing post 2040 is for Phase 3C/ 100% Sarasota
  - Peaks in 2025-2027 at almost \$12.0MM; Step-down debt service structure thereafter



6

## Financing Schedule and Next Steps

- Spring/Summer 2024
  - Bond Documentation, Ratings, Diligence Process
  
- August 2024
  - Board Action: Request Approval of Bond Documents
  - Bond Pricing, Closing and Funding
  
- October 2024
  - Redemption of Series 2014B Bonds
  
- March 2025
  - Completion of Phase 3C Pipeline



7

## Motion:

To approve and authorize staff to proceed on the 2014B Refunding effort and Phase 3C Regional Interconnect Long Term Financing effort.



8

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**  
**BOARD OF DIRECTORS MEETING**  
*April 3, 2024*

**REGULAR AGENDA**  
**ITEM 6**

**New Water Supply Needs and Regional Supply Project Selection**

---

**Presenter -**

Richard Anderson, Deputy Director

**Recommended Action -**

**Motion** – Approve staff recommendation to proceed with design, bidding and construction of the Surface Water System Expansion Project to meet Customer Requested New Water Supply Demands by 2028.

Authority Customers have identified New Water Supply Demands for the Authority to meet beginning in 2028. The Authority has been carrying two regional water supply projects; (1) the Surface Water System Expansion Project, and (2) the Brackish Groundwater Reverse Osmosis Project, through design and permitting to ensure that regional water supply needs can be timely met.

The current schedule shows that either project can be completed and deliver water in 2028. However, other factors including current grant funding, the growth in Customer demands and project yield should be considered in project sequencing. The Surface Water System Expansion Project, with nearly \$133M in grant funding, and an 18 MGD average day yield will meet the current requested New Water Supply Demands of Sarasota, DeSoto and Charlotte Counties through 2036. Sarasota County Board of County Commissioners unanimously voted to commit to pay for a minimum of 12 MGD annual average water allocation and up to 17 MGD annual average water allocation for the Surface Water System Expansion Project to meet its future water demands.

The Surface Water System Expansion Project is recommended to proceed through design, bidding and construction to meet customer requested new water supply demands beginning in 2028. Long-term Customer projections indicate that the Brackish Groundwater Project, yielding 8 MGD average day, will be needed by 2036 to meet increasing regional needs from Manatee County.

**Budget Action:** No action needed.

**Attachments:**

Presentation Materials

# New Water Supply Needs and Regional Project Selection

Regular Agenda Item No. 6  
April 3, 2024



## Agenda



- **New Water Supply Overview/Background**
- **New Water Supply Quantities and Timing**
- **Regional Water Supply Project**
- **Supply Timeline**



# Agenda

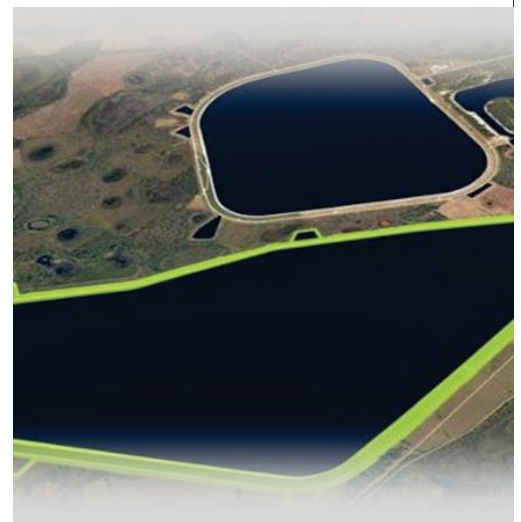


- **New Water Supply Overview/Background**
- **New Water Supply Quantities and Timing**
- **Regional Water Supply Project**
- **Supply Timeline**



## Overview of Regional Water Supply Planning & Preparation

- ❑ 2019 50 –Yr. 80 MGD Water Use Permit
- ❑ 2020 Master Plan Shows 2030 New Supply Need
- ❑ 2020 Feasibility & Siting Study for PR3 Project
- ❑ 2022 Preliminary Design for PR 3 Project
- ❑ 2022 Board Selection of SWSEP to meet Regional Needs
- ❑ 2023 Final Design for PR3 and Preliminary Design for WTP Expansion 2023



# Agenda



- New Water Supply Overview/Background
- **New Water Supply Quantities and Timing**
- Regional Water Supply Project
- Supply Timeline



## New Water Requests

New Water Requests Show 26 MGD Needed in 20 Year Horizon

Schedule for New Authority Supply Capacity (2024-2044)

Planning Year	Year	DeSoto	Sarasota	Manatee	Charlotte	No. Port	Total
Baseline	2024	0.087	0.000	0.000	0.000	0.000	0.09
1	2025	0.110	0.000	0.000	0.000	0.000	0.11
2	2026	0.141	0.000	0.000	0.000	0.000	0.14
3	2027	0.223	0.000	0.000	0.000	0.000	0.22
<b>4</b>	<b>2028</b>	<b>0.295</b>	<b>1.500</b>	0.000	0.000	0.000	<b>1.80</b>
<b>5</b>	<b>2029</b>	<b>0.343</b>	<b>4.000</b>	0.000	<b>1.000</b>	0.000	<b>5.34</b>
6	2030	<b>0.384</b>	4.000	0.000	1.000	0.000	5.38
<b>7</b>	<b>2031</b>	<b>0.405</b>	4.000	0.000	<b>2.000</b>	0.000	<b>6.41</b>
8	2032	<b>0.427</b>	4.000	0.000	2.000	0.000	6.43
<b>9</b>	<b>2033</b>	<b>0.438</b>	<b>8.000</b>	0.000	<b>3.000</b>	0.000	<b>11.44</b>
10	2034	<b>0.449</b>	8.000	0.000	3.000	0.000	11.45
11	2035	<b>0.460</b>	8.000	0.000	3.000	0.000	11.46
<b>12</b>	<b>2036</b>	<b>0.471</b>	8.000	<b>5.000</b>	3.000	0.000	<b>16.47</b>
13	2037	<b>0.483</b>	8.000	5.000	3.000	0.000	16.48
14	2038	<b>0.494</b>	8.000	5.000	3.000	0.000	16.49
<b>15</b>	<b>2039</b>	<b>0.506</b>	8.000	<b>8.000</b>	3.000	0.000	<b>19.51</b>
<b>16</b>	<b>2040</b>	<b>0.518</b>	<b>12.000</b>	8.000	3.000	0.000	<b>23.52</b>
<b>17</b>	<b>2041</b>	<b>0.530</b>	12.000	<b>10.000</b>	3.000	0.000	<b>25.53</b>
18	2042	<b>0.542</b>	12.000	10.000	3.000	0.000	25.54
19	2043	<b>0.554</b>	12.000	10.000	3.000	0.000	25.55
<b>20</b>	<b>2044</b>	<b>0.566</b>	<b>12.000</b>	<b>10.000</b>	<b>3.000</b>	<b>0.000</b>	<b>25.57</b>



# Agenda



- New Water Supply Overview/Background
- New Water Supply Quantities and Timing
- **Regional Water Supply Project**
- Supply Timeline



## Surface Water Supply Expansion Project (SWSEP)

### PR3 Project



- New 9 BG Reservoir
- New River Pump Station & Pipeline
- New/Rehab. Reservoir 1 Pump Sta.



### PRF Expansion Project



- New 24 MGD Plant Expansion
- New Chemical Storage & Pumping
- New Belt Filter Press

**Up to 18 MGD Avg Day Yield**



# Construction COST ESTIMATE 30% VS CMAR

Description	Preliminary 30% Design 3/2023	CMAR Cost 3/2024
Reservoir No. 3	\$216,000,000	\$247,200,000
River Intake & Pump Station	\$28,000,000	\$46,745,000
Reservoir No. 1 Pump Station	\$18,000,000	\$36,637,000
Conveyance Piping	\$73,000,000	\$27,745,000
Peace River Facility Expansion	\$153,000,000	\$159,948,000
	<b>\$488,000,000</b>	<b>\$518,275,000</b>



# SWSEP Estimated Cost

Component	Construction Cost	Probable Related Costs*	Total Project Cost
PR3	\$358,327,000	\$28,600,000	\$386,927,000
Peace River Facility Expansion	\$159,948,000	\$3,174,000	\$163,122,000
	<b>\$518,275,000</b>	<b>\$31,774,000</b>	<b>\$550,049,000</b>

\*Mitigation; Services During Construction; Legal; Property Acquisition etc.



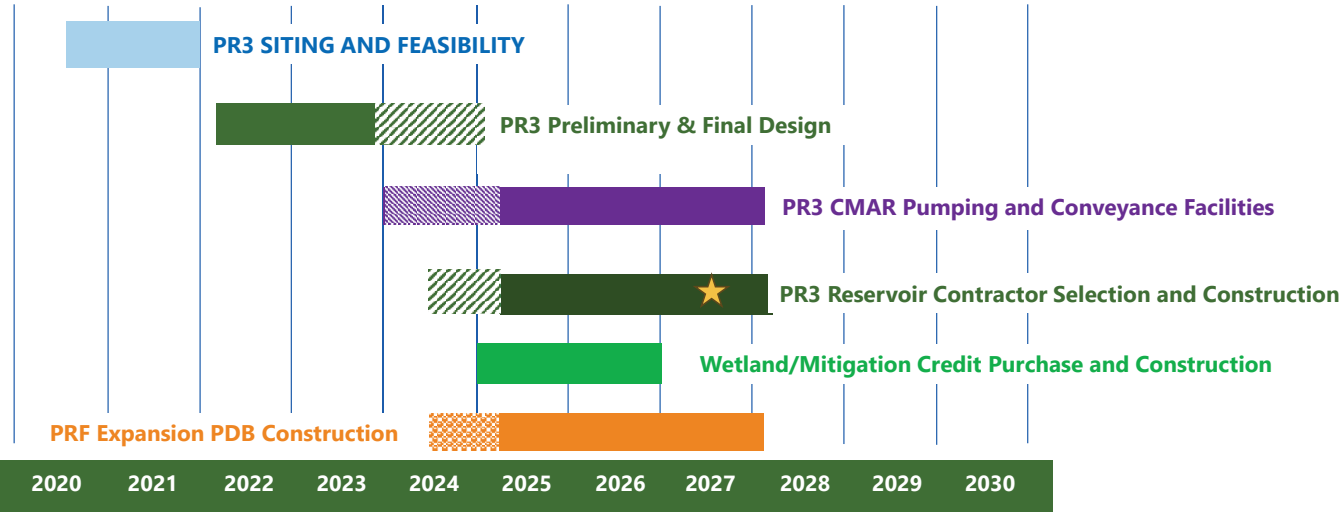
# SWSEP Cost to Customers

Component	Total Project Cost	Current Grant Funding	Customer Cost
PR3	\$386,927,000	\$122,000,000	\$264,927,000
Peace River Facility Expansion	\$163,122,000		\$163,122,000
	<b>\$550,049,000</b>		<b>\$428,049,000</b>
			<b>\$23.8/Gallon</b>

\* Includes \$54M in Project Contingencies equaling \$3.00/Gallon



# SWSEP Project Schedule



- PR3 Pumping and Conveyance Piping – GMP and Construction April 2025
- PR3 Reservoir – Contractor Bid and Construction Begin April 2025. Filling by summer 2027
- PRF Expansion – PDB Selection in June and GMP and Construction April 2025

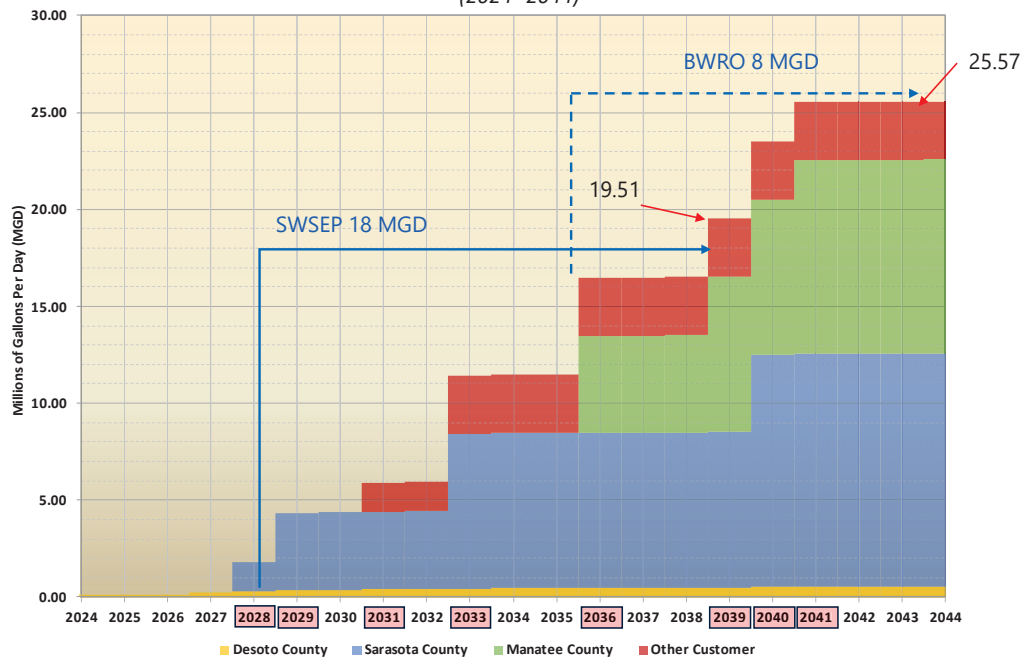


# Agenda



- New Water Supply Overview/Background
- New Water Supply Quantities and Timing
- Regional Water Supply Project
- **Supply Timeline**

**Peace River Manasota Regional Water Supply Authority**  
 Schedule for New Authority Supply + 3.0 MGD for Another Customer (25.57 MGD Increase)  
 (2024 - 2044)



Questions

Discussion



## Motion

Approve staff recommendation to proceed with design, bidding and construction of the Surface Water System Expansion Project to meet Customer Requested New Water Supply Demands by 2028.





**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**  
**BOARD OF DIRECTORS MEETING**  
*April 3, 2024*

**REGULAR AGENDA**  
**ITEM 7**

**Amending the Master Water Supply Contract**

---

**Presenter -** Doug Manson, General Counsel  
Mike Coates, Executive Director

**Recommended Action -** **Status Report** – This item is provided for Board information and direction.

The allocation of new water supplies from the Peace River Facility requires amendment of the Master Water Supply Contract (MWSC). Specifically, Exhibits A, B, C and F in the contract must be updated to formalize new supply development and capacity allocation to Customers. These exhibits are briefly discussed below:

- Exhibit A (DeSoto Payment Schedule): Increase the payment to DeSoto County to compensate for the increase in the water use permit to 80 MGD at the Peace River Facility.
- Exhibit B (Water Allocation): Identifies average day, peak month and maximum day supply allocated each year to each Customer from the Peace River Facility.
- Exhibit C (New Water Supply Demands): Shows new water supply quantities (average day, peak month and maximum day), above existing allocations, that Customers request from the Authority.
- Exhibit F (Cost Allocation Percentages): Identifies cost allocation percentages (participation) for each Customer in each Authority supply project.

In addition to amendment of the contract exhibits (A, B, C and F), the Authority has been working with Customer utility and legal staff since 2021 to clean up/update the existing 2005 contract. The cleanup/update work will remove outdated language for projects and contract provisions already completed and update contract provisions where needed.

**Budget Action** – No action is required.

**Attachments:**

- Tab A Amendment to existing Master Water Supply Contract only changing Exhibits (A, B, C and F)
- Tab B Third Amended Master Water Supply Contract with new Exhibits A, B, C and F (Clean Version)
- Tab C Current Master Water Supply Contract and Redline Cleanup/Update with Updated Exhibits
- Tab D Presentation Materials



**TAB A**  
Amendment to existing Master Water Supply Contract  
only changing Exhibits (A, B, C and F)

**THIRD AMENDMENT TO PEACE RIVER/MANASOTA REGIONAL WATER  
SUPPLY**

**AUTHORITY MASTER WATER SUPPLY CONTRACT**

**THIS THIRD AMENDMENT TO PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY MASTER WATER SUPPLY CONTRACT** (“Third Amendment”) is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the **PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY**, a regional water supply authority created and existing pursuant to Sections 373.196, 373.1962 and 163.01, Florida Statutes, and other applicable law, acting by and through its Board of Directors, the governing board thereof (“Authority”); **MANATEE COUNTY**, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, the governing board thereof (“Manatee”); **CHARLOTTE COUNTY**, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, the governing board thereof (“Charlotte”); **DeSOTO COUNTY**, a political subdivision of the State of Florida, acting through its Board of County Commissioners, the governing board thereof (“DeSoto”); **SARASOTA COUNTY**, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, the governing board thereof (“Sarasota”); and the **CITY OF NORTH PORT**, a municipal corporation of the State of Florida, acting by and through its Board of City Commissioners, the governing board thereof (“North Port”) (collectively “Customers”).

**WITNESSETH:**

**WHEREAS**, the Authority and Customers entered into the Peace River/Manasota Regional Water Supply Authority Master Water Supply Contract effective October 5, 2005 (the “Agreement”) and entered into a First Amendment to Peace River/Manasota Regional Water Supply Authority Master Water Supply Contract on June 4<sup>th</sup>, 2008.

**WHEREAS**, the Authority and Customers entered into the Second Amendment to Peace River/Manasota Regional Water Supply Authority Master Water Supply Contract on August 5, 2015 (the “Second Amendment”); and,

**WHEREAS**, pursuant to the Agreement, each Customer submitted to the Authority a report which identified its projections for Authority Supplied Water, each Customer identified the quantity of water it shall purchase from the Authority in the designated Contract Year; and,

**WHEREAS**, the Customers, Sarasota County and DeSoto County have increased water demands pursuant to Paragraph 11.2 of the Agreement and have requested the modification of the Agreement to provide increase water allocations quantity of water and other exhibits as set forth in Exhibits “A”, “B”, “C”, and “F” attached to this Second Amendment; and

**WHEREAS**, the Agreement may only be amended by in a writing duly executed by the Authority, Manatee, Charlotte, DeSoto, Sarasota and North Port and pursuant to the terms and conditions of the Agreement.

**NOW, THEREFORE**, in consideration of the foregoing recitals, Authority and the Customers agree as follows:

1. **Incorporation of Rights.** The foregoing recitals are true and correct and are incorporated herein by reference.

2. **Amendments.**

2.1 Exhibits “A”, “B”, and “C” of the Agreement, previously modified by the Second Amendment to Peace River/Manasota Regional Water Supply Authority Master Water Supply Contract on August 5, 2015, are deleted in its entirety and replaced with Exhibits “A”, “B” and “C” attached to this Third Amendment.

2.2 Exhibit “F” of the Agreement is deleted in its entirety and replaced with Exhibit “F” attached to this Third Amendment.

3. **Ratification.** The terms and conditions of the Agreement, as amended by this Third Amendment, are ratified and confirmed by the parties.

**IN WITNESS WHEREOF**, the Authority, Manatee, Charlotte, DeSoto, Sarasota, and North Port have caused this Third Amendment to be executed effective as of the date first above written.

**IN WITNESS WHEREOF**, have executed this Third Amendment on the day, month and year first above written.

PEACE RIVER/MANASOTA REGIONAL  
WATER SUPPLY AUTHORITY

WITNESS:

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Attorney for Peace River/Manasota  
Regional Water Authority

STATE OF FLORIDA  
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, 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/she 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 \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public  
My Commission  
Expires: \_\_\_\_\_

BOARD OF COUNTY COMMISSIONERS  
OF CHARLOTTE COUNTY

By: \_\_\_\_\_  
Chair

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_, Clerk of Circuit  
Court and Ex-Officio Clerk to the  
Board of County Commissioners

By: \_\_\_\_\_  
Deputy Clerk

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

\_\_\_\_\_  
Attorney for Charlotte County

STATE OF FLORIDA  
COUNTY OF CHARLOTTE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared, \_\_\_\_\_, to me known to be the person described in and who executed the foregoing instrument on behalf of Charlotte County, and \_\_\_\_\_, acknowledged before me that \_\_\_\_\_, 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 \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

DESOTO COUNTY  
BOARD OF COUNTY COMMISSIONERS

WITNESS:

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Chair  
Date: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Attorney for DeSoto County

STATE OF FLORIDA  
COUNTY OF DESOTO

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared, \_\_\_\_\_, to me known to be the person described in and who executed the foregoing instrument on behalf of DeSoto County, and \_\_\_\_\_, acknowledged before me that \_\_\_\_\_, 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 \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public  
My Commission Expires:



MANATEE COUNTY  
BOARD OF COUNTY COMMISSIONERS

WITNESS:

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Chair  
Date: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Attorney for Manatee County

STATE OF FLORIDA  
COUNTY OF MANATEE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared, \_\_\_\_\_, to me known to be the person described in and who executed the foregoing instrument on behalf of Manatee County, and \_\_\_\_\_, acknowledged before me that \_\_\_\_\_, 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 \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

SARASOTA COUNTY  
BOARD OF COUNTY COMMISSIONERS

WITNESS:

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Chair  
Date: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Attorney for Sarasota County

STATE OF FLORIDA  
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared, \_\_\_\_\_, to me known to be the person described in and who executed the foregoing instrument on behalf of Sarasota County, and \_\_\_\_\_, acknowledged before me that \_\_\_\_\_, 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 \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

CITY OF NORTH PORT

WITNESS:

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Attorney for City of North Port

STATE OF FLORIDA  
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared, \_\_\_\_\_, to me known to be the person described in and who executed the foregoing instrument on behalf of the City of North Port, and \_\_\_\_\_, acknowledged before me that \_\_\_\_\_, 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 \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

Exhibit "A" – DeSoto Payment

Contract Fiscal Year	Charlotte County	DeSoto County	Sarasota County	City of North Port	Total
FY 2024	\$369,266	\$15,482	\$345,541	\$65,711	\$796,000
FY 2025	\$369,266	\$15,482	\$345,541	\$65,711	\$796,000
FY 2026	\$369,266	\$15,482	\$345,541	\$65,711	\$796,000
FY 2027	\$369,266	\$15,482	\$345,541	\$65,711	\$796,000
FY 2028	\$874,903	\$91,023	\$1,742,198	\$155,689	\$2,863,813
FY 2029	TBD	TBD	TBD	TBD	TBD
FY 2030	TBD	TBD	TBD	TBD	TBD
FY 2031	TBD	TBD	TBD	TBD	TBD
FY 2032	TBD	TBD	TBD	TBD	TBD
FY 2033	TBD	TBD	TBD	TBD	TBD
Remaining Years	TBD	TBD	TBD	TBD	TBD

**Proposed New Exhibit "B"  
Water Allocations**

Annual Average Day Quantity (MGD)						
Year	Charlotte County	DeSoto County	Manatee County	Sarasota County	City of North Port	Total
FY24	16.100	0.675	0.000	15.060	2.865	34.700
FY25	16.100	0.675	0.000	15.060	2.865	34.700
FY26	16.100	0.675	0.000	15.060	2.865	34.700
FY27	16.100	0.675	0.000	15.060	2.865	34.700
FY28	16.100	0.970	0.000	16.560	2.865	36.425
FY29	16.100	1.018	0.000	19.060	2.865	39.043
FY30	16.100	1.059	0.000	19.060	2.865	39.084
FY31	16.100	1.080	0.000	19.060	2.865	39.105
FY32	16.100	1.215	0.000	23.060	2.865	43.240
FY33	16.100	1.675	0.000	32.060	2.865	52.700
Remaining Years	16.100	1.675	0.000	32.060	2.865	52.700

**Proposed New Exhibit "B"  
Water Allocations**

Peak Month Quantity (MGD)						
Year	Charlotte County	DeSoto County	Manatee County	Sarasota County	City of North Port	Total
FY24	19.320	0.810	0.000	18.070	3.438	41.638
FY25	19.320	0.810	0.000	18.070	3.438	41.638
FY26	19.320	0.810	0.000	18.070	3.438	41.638
FY27	19.320	0.810	0.000	18.070	3.438	41.638
FY28	19.320	1.164	0.000	19.870	3.438	43.792
FY29	19.320	1.222	0.000	22.870	3.438	43.850
FY30	19.320	1.271	0.000	22.870	3.438	43.899
FY31	19.320	1.296	0.000	22.870	3.438	43.924
FY32	19.320	1.458	0.000	27.672	3.438	51.888
FY33	19.320	2.010	0.000	38.472	3.438	63.240
Remaining Years	19.320	2.010	0.000	38.472	3.438	63.240



**Proposed New Exhibit "B"  
Water Allocations**

Max Day Quantity (MGD)						
Year	Charlotte County	DeSoto County	Manatee County	Sarasota County	City of North Port	Total
FY24	22.540	0.945	0.000	21.080	4.011	48.576
FY25	22.540	0.945	0.000	21.080	4.011	48.576
FY26	22.540	0.945	0.000	21.080	4.011	48.576
FY27	22.540	0.945	0.000	21.080	4.011	48.576
FY28	22.540	1.358	0.000	23.184	4.011	51.093
FY29	22.540	1.425	0.000	26.684	4.011	54.660
FY30	22.540	1.483	0.000	26.684	4.011	54.718
FY31	22.540	1.512	0.000	26.684	4.011	54.747
FY32	22.540	1.701	0.000	32.284	4.011	60.536
FY33	22.540	2.345	0.000	44.884	4.011	73.780
Remaining Years	22.540	2.345	0.000	44.884	4.011	73.780

**Proposed Exhibit "C"**  
**New Water Supply Demands**

Annual Average Daily Quantity (MGD)						
Year	Charlotte County	DeSoto County	Manatee County	Sarasota County	City of North Port	Total
2024	0.000	0.000	0.000	0.000	0.000	0.000
2025	0.000	0.000	0.000	0.000	0.000	0.000
2026	0.000	0.000	0.000	0.000	0.000	0.000
2027	0.000	0.000	0.000	0.000	0.000	0.000
2028	0.000	0.295	0.000	1.500	0.000	1.795
2029	0.000	0.343	0.000	4.000	0.000	4.343
2030	0.000	0.384	0.000	4.000	0.000	4.384
2031	0.000	0.405	0.000	4.000	0.000	4.405
2032	0.000	0.540	0.000	8.000	0.000	8.540
2033	0.000	1.000	0.000	17.000	0.000	18.000

**Proposed Exhibit "C"**  
**New Water Supply Demands**

Peak Month Quantity (MGD)						
Year	Charlotte County	DeSoto County	Manatee County	Sarasota County	City of North Port	Total
2024	0.000	0.000	0.000	0.000	0.000	0.000
2025	0.000	0.000	0.000	0.000	0.000	0.000
2026	0.000	0.000	0.000	0.000	0.000	0.000
2027	0.000	0.000	0.000	0.000	0.000	0.000
2028	0.000	0.354	0.000	1.800	0.000	2.154
2029	0.000	0.412	0.000	4.800	0.000	5.212
2030	0.000	0.461	0.000	4.800	0.000	4.261
2031	0.000	0.486	0.000	4.800	0.000	5.286
2032	0.000	0.648	0.000	9.600	0.000	10.248
2033	0.000	1.200	0.000	20.400	0.000	21.600



**Proposed Exhibit "C"**  
**New Water Supply Demands**

Max Day Quantity (MGD)						
Year	Charlotte County	DeSoto County	Manatee County	Sarasota County	City of North Port	Total
2024	0.000	0.000	0.000	0.000	0.000	0.000
2025	0.000	0.000	0.000	0.000	0.000	0.000
2026	0.000	0.000	0.000	0.000	0.000	0.000
2027	0.000	0.000	0.000	0.000	0.000	0.000
2028	0.000	0.413	0.000	2.100	0.000	2.513
2029	0.000	0.480	0.000	5.600	0.000	6.080
2030	0.000	0.538	0.000	5.600	0.000	6.138
2031	0.000	0.567	0.000	5.600	0.000	6.167
2032	0.000	0.756	0.000	11.200	0.000	11.956
2033	0.000	1.400	0.000	23.800	0.000	25.200

**Proposed Exhibit "F"**  
**Cost Allocation Percentages**

Project	Charlotte	DeSoto	Sarasota	North Port
Peace River Regional Water Treatment Facility (1991 Facility) Cost Allocation	89.65%	0.42%	0.00%	9.93%
Peace River Option Cost Allocation	33.33%	8.33%	58.34%	0.00%
Regional Expansion Project Cost Allocation	27.21%	0.81%	61.72%	10.26%
1991 Rebuild Project Cost Allocation	0.00%	0.00%	91.75%	8.25%
Surface Water System Expansion Cost Allocation	0.00%	5.55%	94.45%	0.00%

**TAB B**  
Third Amended Master Water Supply Contract  
with new Exhibits A, B, C and F  
(Clean Version)



**THIRD AMENDED PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY  
AUTHORITY MASTER WATER SUPPLY CONTRACT**

**THIS THIRD AMENDED PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY MASTER WATER SUPPLY CONTRACT** , entered into this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between the **PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY**, a regional water supply authority created and existing pursuant to Sections 373.196, 373.1962 and 163.01, Florida Statutes, and other applicable law, acting by and through its Board of Directors, the governing board thereof (“Authority”); **MANATEE COUNTY**, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, the governing board thereof (“Manatee”); **CHARLOTTE COUNTY**, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, the governing board thereof (“Charlotte”); **DeSOTO COUNTY**, a political subdivision of the State of Florida, acting through its Board of County Commissioners, the governing board thereof (“DeSoto”); **SARASOTA COUNTY**, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, the governing board thereof (“Sarasota”); and the **CITY OF NORTH PORT**, a municipal corporation of the State of Florida, acting by and through its Board of City Commissioners, the governing board thereof (“North Port”) (collectively “Customers”).

**WITNESSETH:**

**WHEREAS**, the Authority was created for the purpose of developing, storing and supplying water for county and municipal purposes and exists pursuant to the Second Amended Interlocal Agreement Creating the Peace River/Manasota Regional Water Supply Authority executed concurrent with this Contract; and

**WHEREAS**, the Authority has determined that the potable water supply needs for citizens residing within Charlotte, Manatee, DeSoto and Sarasota Counties and North Port, can best be met in whole or in part by expanding the Authority Water Supply Facilities, in a cooperative and coordinated manner; and

**WHEREAS**, the Authority and the Customers agree it is necessary to expand Authority Water Supply Facilities to meet the future water supply needs of the Authority's Customers; and

**WHEREAS**, it is the intent of the Parties that this Contract govern the operation, maintenance, alteration, replacement and expansion of the Authority Water Supply Facilities; and

**WHEREAS**, the Authority and its Customers recognize that as a result of increased Customers' demands, the Authority Water Supply Facilities will not satisfy all future Customers' demands and the Authority has begun developing other water supplies; and

**WHEREAS**, Manatee has projected that it will require of potable water from the Authority by 2038; and

**WHEREAS**, expansions to the Authority Water Supply Facilities and the design and construction of new Authority Water Supply Sources may be financed for the Customer(s) through the issuance of Authority revenue bonds, capital contributions from the Customer(s), capital contributions from SWFWMD, or other governmental grants, or any combination thereof; and

**WHEREAS**, the Customers desire to purchase water from the Authority according to the terms and conditions of this Contract, and the Authority desires to provide the Customers water according to the terms and conditions of this Contract; and

**WHEREAS**, recognizing the benefits provided existing and future Water Supply Sources, the Customers and the Authority agree that the Authority shall implement a common Debt Service Cost for the Water Rate only for all future Water Supply Source projects of the Authority; and

**WHEREAS**, the Customers desire that the Authority facilitate the transfer of Authority water among Customers, with such transfers being made through the Authority at the same Water Rate assessed by the Authority; and

**WHEREAS**, this Contract is intended to constitute the entire agreement between the Authority and Manatee, Charlotte, DeSoto, Sarasota and North Port with respect to the Water Allocations and the terms and conditions contained herein; and

**NOW, THEREFORE**, in consideration of the foregoing premises, which shall be deemed an integral part of this Contract and of the mutual covenants and agreements hereafter set forth, the Authority and the Customers intending to be legally bound hereby agree as follows:

1. **DEFINITIONS.** In the absence of a clear implication otherwise, capitalized terms used in this Contract and in the attached exhibits shall have the following meanings:

- 1.1 Annual Average Daily Quantity. The total water quantity provided by the Authority to a Customer in a Contract Year divided by 365 as set by its Water Allocation.
- 1.2 Authority. The Peace River/Manasota Regional Water Supply Authority.
- 1.3 Authority Board. The Authority's governing body.
- 1.4 Authority Water Supply Facilities. All real property, interest in real property, fixtures, personal property, wells, treatment systems, pumps, pipes, storage facilities, reservoirs, aquifer storage and recovery facilities, water transmission mains, any future expansion of said facilities and appurtenant or associated installations owned, leased or otherwise controlled by the Authority and used for the provision of potable water supply.
- 1.5 Authority Water Supply Source. Any project, construction, acquisition, transfer or transaction creating a new water source or expanding an existing water source developed by the Authority.
- 1.6 Available Water. That portion of a Customer's Water Allocation that is temporarily available to other Customers through the Redistribution Pool.
- 1.7 Base Rate Charge. For any Contract Year, the rate established by resolution of the Authority for payment of the Authority Obligations, Bond Coverage Costs, Debt Service Costs, Hydraulic Pipeline Capacity Entitlement Cost and Renewal and Replacement Costs for the Authority Water Supply Facilities. The Base Rate Charge also includes the Fixed Operations and Maintenance Costs budgeted by the Authority for expanding, operating, repair and replacement, maintaining and securing the Authority Water Supply Facilities regardless of the quantity of water, if any, being produced or delivered by the Authority, with such fixed costs being assessed proportionately in accordance with the Annual Average Daily Water Allocation.
- 1.8 Bond Coverage Costs. The costs of providing the coverage requirements established by the Financing Documents.
- 1.9 Capital Improvement Plan. A running five-year plan amended and approved annually by the Authority Board of Directors for projects and capital expenditures.
- 1.10 Capital Needs assessments. A running twenty-year plan amended and approved annually by the Authority Board of Directors identifying projects and expected project funding required to meet regional goals during the 20-year planning horizon.

- 1.11 Conservation Rate. For any Contract Year, the charge established by resolution by the Authority to any Customer that exceeds its Water Allocation set forth in Exhibit “B”.
- 1.12 Contract. The original Master Water Supply Contract entered into by the Parties on October 5, 2005, as amended hereby.
- 1.13 Contract Year. The period between execution of the Contract and September 30, 2021, and each fiscal year of the Authority (beginning on each October 1, and ending on the immediately following September 30) thereafter during the term of this Contract.
- 1.14 Customers. Manatee, DeSoto, Charlotte, Sarasota and North Port.
- 1.15 Customer Water Supply Source. Any project, construction, acquisition, transfer or transaction creating a new water source or expanding an existing water source developed by Manatee, DeSoto Charlotte, Sarasota or North Port
- 1.16 Debt Service Cost(s). For any Contract Year, all costs including reserve or coverage requirement, if any, incurred by the Authority during such Contract Year in connection with the Authority Water Supply Facilities for principal payments, interest payments, redemption premiums, if any, and service charges with respect to payment of Obligations.
- 1.17 Delivery Point(s). The point(s) of connection between the Regional Transmission System and the distribution system of the Customers to this Contract having a Water Allocation. The existing Delivery Point(s) for each Customer is attached hereto as Exhibit “D.” Delivery Points may be changed or added, if there is available hydraulic capacity in the pipeline, by agreement of the Customer and Authority and an exhibit of all current Delivery Points shall be maintained by the Authority.
- 1.18 DeSoto Payment. For any Contract Year, an amount included in the Water Rate, transmitted by the Authority to DeSoto in the amounts set forth on Exhibit” A” for the term of the Contract.
- 1.19 Exclusive Provider Customer. A subset of Customers that designate the Authority as its exclusive provider of new potable water supply in this MWSC.
- 1.20 Financing Documents. Any resolution or resolutions of the Authority, as well as any indenture of trust, trust agreement or similar document relating to the issuance or security of the Obligations.
- 1.21 Fixed Operating and Maintenance Costs. All operating and maintenance costs and expenses other than Variable Operating and Maintenance Costs incurred by the Authority

for the operation, maintenance, management, security and development of the Authority Water Supply Facilities.

- 1.22 Hydraulic Capacity Entitlement. Hydraulic Capacity Entitlement is depicted as a percentage of the then existing hydraulic capacity of the specified pipeline. The existing Hydraulic Capacity Entitlement for the Regional Transmission System for each Customer is attached as Exhibit “E.” Hydraulic Capacity Entitlement may be changed by agreement of the Customer and Authority and an exhibit of all current Hydraulic Capacity Entitlements by Customers shall be maintain by the Authority.
- 1.23 Hydraulic Capacity Entitlement Cost. The debt service cost associated with Customers’ Hydraulic Capacity Entitlement.
- 1.24 Maximum Daily Quantity. The maximum water quantity to be provided by the Authority to a Customer for any given day as set by its Water Allocation.
- 1.25 Member Governments. Members of the Authority. This term refers jointly to Charlotte, DeSoto, Manatee and Sarasota.
- 1.26 MGD. Million gallons per day.
- 1.27 New Authority Water Supply Demands. The request and commitment by contract between a Customer and the Authority for the provision of Authority Water Supply Source. The Authority shall maintain a current tabulation of Water Allocation allotted to each Customer.
- 1.28 Obligation(s). A series of bonds or other evidence of indebtedness, including but not limited to, Financing Documents, notes, commercial paper, capital leases or any other debt of the Authority issued or incurred.
- 1.29 Operating and Maintenance Cost(s). For any Contract Year, all costs budgeted and reserves established by the Authority for operating, maintaining and securing the Authority Water Supply Facilities during such Contract Year, including, but not limited to: a) personnel, staffing and operating costs of the Authority related to the operation, maintenance and security of the Authority Water Supply Facilities; b) the general and administrative costs of the Authority related to the operation, maintenance and security of the Authority Water Supply Facilities; c) minor capital expenditures of the Authority for items such as tools, parts, and other equipment and vehicles necessary for the operation, maintenance and security of the Authority Water Supply Facilities; and, d) all costs

incurred in obtaining and maintaining the Permits for the Authority Water Supply Facilities.

- 1.30 Party or Parties. Party shall mean a signatory to this Contract. Parties shall mean DeSoto, Charlotte, Sarasota, Manatee, North Port and the Authority.
- 1.31 Peak Month Average Daily Quantity. Authority during the calendar month of the Customer's highest water use, divided by the number of days in that month and expressed in MGD as set by the Customer's Water Allocation.
- 1.32 Permits. All licenses, permits, authorizations or other approvals from any government or governmental agency, whether federal, state, regional or local, necessary or convenient for the acquisition, construction, expansion and operation of Authority Water Supply Facilities and Authority Water Supply Sources, including but not limited to any general water use permit, temporary water use permit or individual water use permit issued by the Southwest Florida Water Management District or any entity.
- 1.33 PRO. The Amended Peace River Option Water Supply Contract dated March 8th, 1996 that expanded the Peace River Regional Water Treatment Facility by adding 6 MGD annual average daily quantity of water to the System Capacity
- 1.34 Redistribution Pool. A depository of each Customer's Available Water for any Contract Year for purchase by all Customers.
- 1.35 Regional Transmission System. Those facilities, including appurtenant and associated facilities, owned by the Authority pertaining to the delivery and measurement of potable water to the Customers of the Authority including but not limited to primary transmission pipes, real property, interest in real property, fixtures and personal property. Regional Transmission System does not include the Aquifer, Storage and Recovery ("ASR") system or its connecting piping.
- 1.36 Regional Water System. All real property, interest in real property, fixtures, personal property, wells, buildings, treatment system, pumps, pipes, storage facilities, reservoir(s), aquifer storage and recovery facilities and appurtenant or associated facilities owned by the Authority, excluding the Regional Transmission System.
- 1.37 Renewal and Replacement Charges. The charges established by the Authority for the exclusive purpose of funding renewals and replacements of the Authority Water Supply Facilities. The charges will be established to satisfy the requirements of the Authority's



Obligations and shall be set forth in the annual budget approved by the Authority for the ordinary renewal, replacement, upgrade and betterment of the Authority Water Supply Facilities. Renewal and Replacement Charges do not include capital expenditures associated with the expansion or addition of water treatment, storage, pumping or transmission capacity.

- 1.38 Renewal and Replacement Costs. The capital expenditures set forth in the annual budget approved by the Authority for the ordinary renewal, replacement, upgrade, and betterment of the Authority 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.
- 1.39 Renewal and Replacement Fund. The fund established by the Authority for the exclusive purpose of funding renewals and replacements of the Authority Water Supply Facilities. The deposits to such fund shall be made in accordance with the requirements of the Financing Documents of the Authority. The balances on deposit in the Renewal and Replacement Fund will be expended for those Renewal and Replacement Costs specifically identified in the annual budget approved by the Authority.
- 1.40 Second Amended Interlocal Agreement. The Second Amended Interlocal Agreement Creating the Peace River/Manasota Regional Water Supply Authority executed October 5, 2005.
- 1.41 System Capacity. The total combined capacities of the various components of the Regional Water System in terms of a quantity of water on an average annual daily basis expressed in MGD.
- 1.42 Variable Operating and Maintenance Costs. All operating and maintenance costs and expenses of the Authority for the operation, maintenance and management of the Authority Water Supply Facilities that change in proportion to changes in the volume of water produced by the Authority, including, but not limited to, power, chemicals and water purchases.
- 1.43 Water Allocation. The portion of the System Capacity of the Regional Water System allotted to a Customer for the term of this Contract as initially specified at Exhibit "B" as increased from time to time pursuant to Section 8.

- 1.44 Water Rate. For any Contract Year, the rate established by resolution of the Authority for the sale of water, which, to the extent applicable, shall be comprised of a Base Rate Charge, the DeSoto Payment, and a Water Use Charge.
- 1.45 Water Supply Emergency. A loss or reduction in System Capacity caused by drought or a sudden, unexpected, unavoidable interruption in water delivery as declared by resolution by the Authority Board.
- 1.46 Water Supply Facilities. All real property, interest in real property, fixtures, personal property, wells, treatment systems, pumps, pipes, storage facilities, reservoirs, aquifer storage and recovery facilities, water transmission mains, any future expansion of said facilities and appurtenant or associated installations owned, leased or otherwise controlled by Charlotte, DeSoto, Manatee, North Port, Sarasota or the Authority and used for the provision of potable water supply.
- 1.47 Water Use Charge. For any Contract Year, the rate established by the Authority for payment of the Variable Operating and Maintenance Costs. This Water Use Charge shall be based on Customer metered water usage and shall be the same charge per thousand gallons used for each Customer.

2. **TERM.** The term of this Contract shall begin on the date of its complete execution by all Parties and end on the last day of the Contract Year in which the thirty-fifth (35th) anniversary of the execution date falls. The rights and obligations of any Customer may be extended prior to expiration of the initial term at the option of that Customer for another thirty-five (35) years, said extension to expire on the last day of the Contract Year in which the seventieth (70th) anniversary of the execution date falls. Such option must be exercised at least two (2) years prior to expiration. If during the Contract term, the Authority issues Obligations to construct additional System Capacity to provide additional or maintain existing Water Allocation of the Customers that is secured from the payments made by the Customers for service from the Authority and which repayment period extends beyond the termination date of the Contract as set forth above, the Contract will automatically be extended to include the last payment date of such additional Obligations. Before the expiration of this Contract, the Authority and Customers recognize that a new contract or extension of this Contract will need to be in place to provide ongoing water service from the Authority Water Supply Facilities and all Parties agree to work

together in good faith to extend this Contract or create a new contract prior to this Contract's expiration date to meet the overall intent of the Authority to provide regional drinking water.

3. **AUTHORITY CAPACITY.** The Authority is authorized to maintain capacity of the Authority Water Supply Facilities.

4. **INTANGIBLE ASSETS OF THE CUSTOMERS.** Each Customer's Water Allocation and Hydraulic Capacity Entitlement is an intangible asset of that Customer's utility system pursuant to the terms and conditions of the Contract.

5. **FUNDING FROM SWFWMD.** All Parties shall support obtaining the maximum amount of funding from SWFWMD for any future expansion of or addition to the Authority Water Supply Facilities and new Authority Water Supply Sources.

6. **REPRESENTATION OF THE PARTIES.** The Authority, Manatee, Charlotte, DeSoto, Sarasota and North Port make the following representations:

6.1 Each Party is duly organized and existing in good standing under the laws of the State of Florida and is duly qualified and authorized to carry on the governmental functions and operations as contemplated by this Contract.

6.2 Each Party has the power, authority and legal right to enter into and perform its obligations set forth in this Contract, and the execution, delivery and performance hereof by it a) has been duly authorized by its governing board; b) does not require any other approvals by any other governmental officer or body; c) does not require any consent or referendum of the voters for Authority financed projects; d) will not violate any judgment, order, law or regulation applicable to the Party; and e) does not constitute a default under, or result in the creation of, any lien, charge, encumbrance or security interest upon the assets of the Party under any agreement or instrument to which it is a Party or by which the Party and its assets may be bound or affected except as provided herein under Sections 11.5 and 11.6.

6.3 This Contract has been duly entered into and delivered by the respective governing boards and, as of the date of its full execution by all Parties, constitutes a legal, valid and binding obligation of said Party, fully enforceable in accordance with its terms provided the enforceability thereof may be limited by any applicable bankruptcy, insolvency, reorganization or other similar laws affecting creditors' rights generally, or by the exercise of judicial discretion in accordance with general principles of equity.

6.4 There is no action, suit or proceeding, at law or in equity, before or by any court or governmental authority, pending or, to the best of the Party's knowledge, threatened against the Party which is not resolved by the execution of this Contract, wherein any unfavorable decision, ruling or finding would materially adversely affect the performance by the Party of its obligations hereunder or the other transactions contemplated hereby, or which, in any way, would adversely affect the validity or enforceability of this Contract, or any other agreement or instrument entered into by the Party in connection with the transaction contemplated hereby.

7. **DELIVERY OF WATER.** During each Contract Year, the Authority shall deliver water to each Customer in accordance with their Water Allocations and the terms and conditions of this Contract. Customers shall pay for and the Authority shall timely develop and deliver new Authority Water Supply Sources and facilities to meet the needs of its Customers as set forth in Sections 8 and 9 herein.

7.1 Allocation. The Authority shall be required to deliver water for a Customer's water demand from its Water Allocation. Future Water Allocations will be delivered only in accordance with a Customer's New Water Supply Demands in Exhibit "C" as modified by projected water demands pursuant to Section 8 herein. If a Customer meets its payment obligations to the Authority, the Authority shall have the absolute and unequivocal obligation to develop and provide for the Customer's permittable future potable water demand in its Water Allocation and New Water Supply Demands.

7.2 Limitation of Allocation. The Authority shall not be required to deliver water to a Customer if prohibited by any applicable federal, state, regional or local statute, rule, ordinance, law, administrative order or judicial decree or in violation of applicable Permits. If, at any time, there is insufficient potable water available to fully meet the Water Allocations described above for any reason, then the Customers shall have their Water Allocations reduced on a pro-rata basis.

7.3 Delivery Point. The Authority shall deliver water through the Regional Transmission System to each Customer only at their respective Delivery Point(s) as identified and maintained by the Authority. Additional Delivery Point(s) may be added by mutual agreement of the Authority and receiving Customer(s).

- 7.4 Exceedance of Delivery Schedule. Subject to Section 7.5 herein, in the event a Customer should receive delivery of water in excess of its Peak Month Average Daily Quantity, its Maximum Daily Quantity, and/or its Annual Average Daily Quantity of its Water Allocation, the Customer shall pay a Conservation Rate as set forth in the Water Rate resolution. During emergency conditions as declared by resolution of the Authority Board, the Authority shall not charge the Conservation Rate for water delivery in excess of the Water Allocation. Exclusive Provider Customer water allocation is determined by the Authority; therefore, Exclusive Provider Customer(s) shall not be assessed exceedance charges.
- 7.5 Authority Water Transfers. All Authority water transfers shall be provided solely through the Authority. As part of the New Water Supply Demands process set forth below, each Customer shall annually provide to the Authority its projected Authority Water Demands for the next twenty (20) years. The Authority shall then determine the total Customer demands for Authority Water. The Authority shall determine the difference between each Customer's Water Allocation and projected water demands for the next ten (10) years on an annual basis. By February 15 of each year, the Authority shall provide each Customer with a Notice of Available Water indicating the amount of Water Allocation, if any, above the Authority's projected water demands for each of the next ten (10) years. Each Customer shall file a response with the Authority within thirty (30) days of receipt of the Notice of Available Water, either accepting the Available Water quantities as determined by the Authority or providing alternative Available Water quantities, if any, for each of the next ten (10) years. If the Customer supplies alternative Available Water quantities, this quantity shall be placed in the Redistribution Pool. Failure of a Customer to respond within thirty (30) days shall result in that Customer's Available Water quantity as determined by the Authority, being transferred into the Redistribution Pool. Nothing herein shall be construed to require any Customer that timely responds to the Notice of Available Water to provide any of its Water Allocation to the Redistribution Pool. The Redistribution Pool shall be maintained by the Authority to provide the amount of Available Water by Contract Year for up to ten (10) years. Each year shall have a separate Redistribution Pool of water quantities designated. A receiving Customer's failure to pay for water transferred from the Redistribution Pool shall be treated as a default of this Contract. The Authority shall not

transfer more water than the amount of Available Water in the Redistribution Pool. Nothing in this Section shall relieve a Customer from the irrevocable commitment to pay for its Water Allocations in this Contract.

7.5.1 Assignment and Payment. The Authority shall assign the Available Water based upon Customer request and written confirmation by their governing body of the corresponding payment obligations under this Contract. Customers may request Available Water from the Redistribution Pool for the corresponding time frame of their need for additional water. If there is more demand for water than there is Available Water in a given year, the Authority shall distribute the water on pro-rata basis based on the proportionate Customer demand in the New Water Supply Demands for the year at issue.

7.5.2 Payment. Payment adjustments to the Customers supplying Available Water shall be on a pro-rata basis, based on the percentage of water supplied to the Redistribution Pools for water sold from each Redistribution Pool.

7.5.3 Assessment of Conservation Rate. Only for purposes of calculating the assessment of the Conservation Rate, the Water Allocation of the Customer(s) receiving the Available Water and the Customer(s) providing the Available Water to the Redistribution Pool will be adjusted by the transferred water quantity.

7.6 Water Supply Emergency. The Authority and its Customers shall seek the interconnection of the Authority Water Supply Facilities with other water supply facilities in the region and the Authority's Water Supply Facilities for the purpose of facilitating the transfer of water among the Authority and the Customers under emergency conditions. The Authority and its Customers shall make available capacity, if any, in their respective Water Supply Facilities to the Customers experiencing a Water Supply Emergency at the established rate of the supplying entity. In a Water Supply Emergency, Conservation Rates, inclining block rates, or excess demand charges of any type shall be waived by all Parties to this Contract for the duration of the declared Water Supply Emergency.

8. **FUTURE WATER SUPPLY PROCEDURE.** It is the intention of the Parties that this Section set forth the manner in which each Customer will request, and the Authority will provide, future water supply from the Authority Water Supply Facilities. The Customers acknowledge that a procedure is necessary to provide the Authority with sufficient lead-time for



planning and development of Authority Water Supply Sources to meet New Water Supply Demands.

8.1 No later than January 15<sup>th</sup> of each Contract Year, each Customer shall submit to the Authority a report which identifies the following:

- (i) Total projected water demand by Contract Year for the next 20 years (“Total 20 Year Demand”);
- (ii) That portion of the Total 20 Year Demand the Customer requires the Authority to fulfill (“Authority Supplied Water”) in terms of Annual Average Daily Quantity, Peak Month Average Daily Quantity and Maximum Daily Quantity; and
  1. (iii) The basis for each projection.

The Authority shall review, coordinate, and compile the submitted Total 20 Year Demand and Authority Supplied Water and provide such information to all Customers and the Authority Board. The Authority shall also report to the Customers and Authority Board, its estimation of water demand projections to be supplied by the Authority for its Customers on an annual basis for the applicable twenty-year planning period. The Authority shall use this data, as well as other population and water demand data, as a basis for the planning and development of Authority Water Supply Sources to meet New Water Supply Demands. Each Customer may modify its Total 20 Year Demand and projections for Authority Supplied Water with each subsequent annual filing, subject to the provisions in this Section.

8.2 By submitting its projections for Authority Supplied Water, each Customer is identifying that quantity of water it shall purchase from the Authority in the designated Contract Year. For the initial time period through Contract Year 2013, the New Water Supply Demands as modified at Exhibit “C” shall be the water each Customer irrevocably commits to purchase from the Authority, and the Authority agrees to supply such water. After Contract Year 2013, by submitting its projection for Authority Supplied Water each Customer agrees to purchase, and the Authority agrees to supply, that quantity of Authority Supplied Water identified in the first seven (7) Contract Years of the Total 20 Year Demand. Each Customer may annually update its Total 20 Year Demand and its projection of Authority Supplied Water. However, unless it otherwise has excess water capacity available, the Authority shall not be obligated to accept any change in demand for Authority Supplied Water within the upcoming seven (7) Contract Year period. Annually, the Authority shall

issue an addendum to the Contract to update the New Water Supply Demands table at Exhibit “C” for the applicable years beyond Contract Year 2013 to reflect the first seven (7) Contract Years of projected demand for Authority Supplied Water by the Customers.

8.3 The parties acknowledge that the planning, permitting and construction of new Authority Water Supply Sources cannot exactly match the annual New Water Supply Demands. Therefore, the Authority will, from time to time, develop new Authority Water Supply Sources with water quantities that exceed immediate Customer demands. Upon the Authority determination to develop a specific Authority Water Supply Source, the Authority shall assign a proportionate share of the new Authority Water Supply Source Water Allocation to the Customers, to the extent practicable, by applying the new Authority Water Supply Source project quantity to the most immediate New Water Supply Demands. The Authority shall assign Water Allocations to the Customers pro-rata based on their proportionate New Water Supply Demands at the time when the new Authority Water Supply Source Water Allocation would be fully utilized. For example, in year 2026, the Authority designates a new Authority Water Supply Source project for 6 MGD to provide water by 2028. The total of New Water Supply Demands does not exceed 6 MGD until 2030, when it is 6.7 MGD. The Water Allocation assigned by the Authority to Customer A for the 6 MGD project is calculated by taking Customer A’s New Water Supply Demand of 2.3 MGD for 2030 divided by the total of all the Customers’ New Water Supply Demands of 6.7 for 2030 to determine the Customer Water Allocation Cost Percentage of 34.33%. When the Authority approves a new Authority Water Supply Source project, it shall issue addendum to the following: (1) to increase and update the Water Allocation table at Exhibit “B;” (2) to update the cost allocation percentages table at Exhibit “F” to show the new project’s cost allocation percentages. The Customers may only be assigned a Water Allocation for their New Water Supply Demands. All costs associated with a new Authority Water Supply Source project, including, but not limited to, planning, design, and construction, shall be recovered from the Customers receiving the Water Allocations of the new Authority Water Supply Source project.

9. **DESOTO DESIGNATION OF THE AUTHORITY AS ITS EXCLUSIVE PROVIDER OF WATER.** Notwithstanding the foregoing and pursuant to Section 8.1 of the Second Amended Interlocal Agreement, DeSoto elects to be an Exclusive Provider Customer.

DeSoto agrees not to develop any additional Customer Water Supply Sources beyond those currently existing identified in Exhibit “T” unless as a joint project with the Authority. If DeSoto meets its payment obligations to the Authority, the Authority shall have the absolute and unequivocal obligation to develop and provide adequate potable water for DeSoto based upon its permissible future potable water demand as outlined herein. The Authority is free to meet DeSoto’s water demands by any means it deems fit, including but not limited to using water from the Redistribution Pool or assignment of Water Allocation to meet DeSoto’s demands and assigning the associated cost of constructing that portion of new Authority Water Supply Sources to DeSoto as outlined herein.

9.1 Exclusive Provider Customer Water Allocation. DeSoto and the Authority agree that the current Water Allocation system must be adapted to assure that the Authority maintains its absolute and unequivocal obligation to provide adequate potable water for DeSoto and still assure that DeSoto pays its fair share of new water source development costs. For New Water Supply Demands, DeSoto has provided and agrees to continue to provide the Authority water demand projections in the same manner as other Customers pursuant to Section 8; however, the Authority shall use DeSoto’s projections as well as other data collected by the Authority to set DeSoto’s New Water Supply Demands for each Contract Year. DeSoto shall provide water demand projections in good faith and the Authority shall use its best efforts to match DeSoto’s water demand to its assigned Water Allocation. This Water Allocation shall be used to determine DeSoto’s Base Rate Charge and other share of costs in the same manner as all other Customers. Nothing in Section 9 shall allow the Authority to assign all or any portion of another Customer’s Water Allocation to DeSoto.

9.2 Exclusive Provider Customer Water Allocation for the Redistribution Pool. The Authority may designate any portion of the DeSoto’s Water Allocation as part of the Redistribution Pool.

**10. SUPERSEDING AND REPLACING ALL PRIOR WATER SUPPLY CONTRACTS.** Upon full execution of this Contract, this Contract shall supersede and replace the Peace River/Manasota Regional Water Supply Authority Water Supply Contract dated October 5, 2005.

11. **WATER RATE.** For each Contract Year, each Customer with a Water Allocation from the Regional Water System shall pay the Authority the Water Rate adopted by resolution of the Authority Board.

11.1 Rate Setting. In conjunction with the Authority's annual budget development and adoption process, the Authority shall fix a Water Rate consisting of the Base Rate Charge (adjusted as necessary for customer financing), DeSoto Payment, and Water Use Charge to be paid on a monthly basis by the Customers for water furnished by the Authority. The Authority shall charge and collect rates that are reasonable and just for all Customers. The rates are not subject to the supervision or regulation by any other commission, board, bureau, agency or other political subdivision or agency of the county or state. Until 2028 when debt service payments for the PRO are fulfilled, in determining a Customer's Water Rate, the Authority shall allocate to each Customer, a Base Rate Charge as follows: (1) the Base Rate Charge for 15 MGD 1991 Facility known as the Peace River Regional Water Treatment Facility pursuant to the 1991 Facility percentages set forth on Exhibit "F", (2) the 6 MGD PRO shall be allocated pursuant to the PRO percentages set forth on Exhibit "F", and (3) the Base Rate Charge for the 14.7 MGD REP shall be allocated pursuant to the REP percentages set forth on Exhibit "F". After the Debt Service is paid for the 1991 Facility and the PRO, all Debt Service Cost for new Authority Water Supply Sources and other costs associated therewith, such as reserves, coverages, expansion of existing water supply, or the fixed water purchase costs associated with a new Authority Water Supply Source shall be combined with the REP Debt Service Cost for the common Debt Service Cost in the Water Rate. Provided, however, any Customer has the right to carry its own financing or pay in advance for their portion of a new Water Supply Source or expansion of the Authority Water Supply Facility and, in such event, the Debt Service Costs component of the Water Rate shall be adjusted accordingly.

11.2 Customer Financing. Each Customer shall have the option to issue their own debt or pay with its available money with respect to its portion of any new Authority Water Supply Source. The entire payment for a Customer's proportionate share shall be made to the Authority within fourteen (14) days of the Authority bond closing. The Authority shall provide notice to all Customers of the Authority bond closing date thirty (30) days prior to the Authority bond closing. To the extent not inconsistent with the Financing Documents,

the Base Rate Charge for a Customer who issues its own debt or pays in advance for any such new Authority Water Supply Source (including the REP) shall be adjusted to remove that Customer's Debt Service Costs attributed to the Customer's Water Allocation corresponding to the payment by the Customer for that new Authority Water Supply Source or expansion.

- 11.3 Accounting, Audits and Adjustments. The Authority shall maintain accounts and records for all funds received and disbursed by it with respect to the Authority Water Supply Facilities in accordance with generally accepted accounting practices applicable to governmental owned and operated water utilities. On an annual basis, the Authority shall provide for an audit to be conducted by a recognized certified public accounting firm experienced in water utility audits.
- 11.4 Water Charge to Customers. Each Customer shall pay the Authority its invoiced Water Rate and any applicable Conservation Rate charges on a monthly basis following the calendar month in which the charges were incurred and invoiced. The Customers shall submit payment to the Authority for the monthly charges within thirty (30) days of receipt of the invoice. Failure to pay monies shall create a debt with respect to the non-paying Customer's utility system. A Customer that fails to pay within ninety (90) days after the Authority has mailed its invoice shall be in default pursuant to this Contract. Upon thirty (30) days written notice, the Authority may discontinue delivery of water to any Customer in default for nonpayment and/or may transfer the defaulting Customer's Water Allocation in whole or in part to another Customer in good standing, for the remaining term of this Contract.
- 11.5 Source of Payments. Each Customer's obligation to pay any monies due under this Contract does not constitute general indebtedness. Neither the Authority nor the holders of any obligations issued by the Authority in order to finance or refinance the expansion, alteration, improvement, replacement or operation of the Authority Water Supply Facilities shall have a right to require or compel any Customer to exercise its ad valorem taxing power to pay its obligations and liabilities under this contract or to compel payment from any source other than as indicated in this Section. Each of the Customers, however, shall and do hereby covenant to set water rates for its respective customers at a level sufficient to pay all monies due the Authority under this Contract.

11.6 DeSoto Payment. The Authority shall collect from its Customers in accordance with Exhibit “A”, the DeSoto Payment and remit it to DeSoto. If the quantities of water allocated to the Authority under SWFWMD Water Use Permit Number 2010420.11 are increased or if additional entities become Customers of the Authority, then the amount and methodology of the DeSoto Payment to be paid to DeSoto shall be presented to all Parties to this Contract for approval.

12. **FUNDING FOR MANAGEMENT AND PLANNING**. It is acknowledged that Management and Planning Costs of the Authority may be obtained from the Customers in a manner determined by the Authority Board, and that additional funds available for Management and Planning Costs shall be sought by the Authority from the federal and state government, including but not limited to the Florida Department of Environmental Protection, the Southwest Florida Water Management District and appropriate utilities and agencies.

13. **DEVELOPMENT OF FUTURE WATER SOURCES**. The Authority and its Customers shall develop new Water Supply Facilities as follows:

13.1 General. The Authority shall develop new Authority Water Supply Facilities to meet the water demands of its Customers as shown in their New Water Supply Demands which will reflect the Water Allocation at the determination of the Authority for Exclusive Customer(s).

13.2 Procedures for New Authority Water Supply Facilities. The Authority shall 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. For new Authority Water Supply Facilities located or proposed to be located within the jurisdiction of North Port, North Port shall be the sole entity that grants or denies consent to the Authority.

13.2.1. The Authority shall provide written notification of its intention to apply or seek the transfer of a Permit for new Authority Water Supply Facilities to the Customer in whose jurisdiction the Authority Water Supply Facilities are located or will be located. Such notification shall be given no less than sixty (60) days prior to submitting the Permit application or requesting the Permit transfer. The Customer shall notify the Authority within sixty (60) days of its decision to grant or deny consent to the Authority to acquire,



develop, construct or operate the new Authority Water Supply Facilities within its jurisdiction. If a Customer denies consent, the Customer's notification shall provide an explanation of the reasons for denial.

13.2.2. Upon notification of denial by a Customer to the Authority, a meeting between the staff of the Authority and the Customer shall be held within forty-five (45) days of the notification of denial. This meeting shall be organized and scheduled by the Authority. During this meeting, the staff of the Authority and the Customer shall attempt to reach an agreement to grant consent to the Authority to acquire, develop, construct or operate new Authority Water Supply Facilities within the Customer's jurisdiction.

13.2.3. If no agreement is reached within forty-five (45) days of notification of denial, the Authority and the Customer shall participate in mediation, the costs of which shall be equally divided between them. The Authority and the Customer shall endeavor in good faith to select a mutually acceptable mediator. If the Authority and the Customer are unable to mutually agree on a mediator within fourteen (14) days after the staff meeting held pursuant to paragraph 13.2.2., the Authority and the Customer shall agree to accept a mediator selected by the Florida Conflict Resolution Consortium. Upon the selection of a mediator, the Authority and the Customer shall schedule mediation to occur within fourteen (14) days. Mediation shall be completed within forty-five (45) days of the first mediation conference unless extended by mutual written agreement of the Authority and the Customer. Subsections (b), (c), (d), and (e) of Rule 1.720 of the Florida Rules of Civil Procedure are applicable to the mediation proceedings. Designees of the Authority and the Customer attending the mediation shall include a governing body member who has the full authority to negotiate on behalf of its entity and to recommend an agreement to its governing body. In the event of any breach or failure to perform mediation under this section, the Authority or Customer may seek appropriate remedies to mandate this mediation process.

13.2.4. If consent to the Authority by a Customer is not agreed to at the mediation, the Authority shall withdraw the Permit application or request for Permit transfer.

13.3 Procedure for the Authority's Customers. Whenever a Customer ("Applicant Customer") intends to apply or seek the transfer of a Permit for Water Supply Facilities located or that will be located within the jurisdiction of another Customer, the Applicant Customer shall provide written notification of its intention to apply or seek the transfer of a Permit for Water Supply Facilities to the Customer ("Host Customer") in whose jurisdiction the Water Supply Facilities are located or will be located. Such notification shall be given no less than sixty (60) days prior to submitting the Permit application or requesting the Permit transfer. The Host Customer shall notify the Applicant Customer within sixty (60) days of its decision to grant or deny consent to the Applicant Customer to acquire, develop, construct or operate the Water Supply Source within its jurisdiction. If a Host Customer denies consent, the Host Customer's notification shall provide an explanation of the reasons for denial. The Applicant Customer shall immediately withdraw its Permit application or request for transfer of a Permit upon notification of denial by the Host Customer.

**14. HYDRAULIC CAPACITY ENTITLEMENT IN REGIONAL TRANSMISSION SYSTEM.** Each Customer shall be provided its respective Hydraulic Capacity Entitlement of the hydraulic capacity in the transmission facilities that has been constructed at the time of execution of this Contract or will be constructed by the Authority during the term of this Contract for the benefit of such Customer(s) to deliver potable water from the Regional Water System to the respective Customer(s) Delivery Point. Each Customer's current Hydraulic Capacity Entitlement percentage or amount in the current Regional Transmission System is set forth on Exhibit "E". A Customer's Hydraulic Capacity Entitlement in segments of the Regional Transmission System constructed after the date of this Contract will be determined on a transmission line segment basis by the Authority. On an annual basis, the Authority shall update and maintain a current tabulation of all Customer Hydraulic Capacity Entitlement and Authority hydraulic capacity in pipelines. All Hydraulic Capacity Entitlement Cost of the Hydraulic Capacity Entitlement will be the sole responsibility of the Customer(s) benefiting from such facilities. If more than one Customer uses the same transmission segment as designated by the

Authority, then each shall pay their proportionate share of the Hydraulic Capacity Entitlement Cost.

14.1 In the event a Customer requests capacity in a transmission line segment that is an existing component of the Regional Transmission System, and the capacity percentage of which has been fully allocated, the Authority shall not grant capacity to the requesting Customer without first obtaining approval from the Customer(s) to whom the hydraulic capacity in that transmission line has previously been allocated. In the event the Authority modifies the Hydraulic Capacity Entitlement, the application of all future service rates and charges will be adjusted accordingly.

**15. ADDITIONAL REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE AUTHORITY.** The Authority hereby represents, warrants and covenants to the Customers as follows:

15.1 System Operation. Operation and maintenance of the Authority Water Supply Facilities shall be the responsibility and the obligation of the Authority. The Authority shall be responsible to adopt an adequate budget to pay all of the Operating and Maintenance Costs of the Authority, to satisfy all the Authority's Obligations, to provide for the requisite Bond Coverage Costs to meet all required tests set forth in the Financing Documents, to provide for renewal and replacement costs to keep the Authority Water Supply Facilities in good operating order and to provide for any sinking funds and other reserves necessary to provide the water service as set forth in this Master Water Supply Contract. The Authority shall provide sufficient personnel, with appropriate experience to undertake all regulatory requirements, including, but not limited to, those imposed by the Florida Department of Environmental Protection, the Southwest Florida Water Management District, the State of Florida Department of Health and the United States Environmental Protection Agency. If new regulatory requirements necessitate capital improvements or budget amendments, the Authority shall take all necessary actions to accomplish the same. The Authority shall be responsible for all regulatory violations including compliance costs or penalties assessed for same, which arise out of or are solely created through: (1) material errors or omissions by its personnel and agents in the day-to-day operations of the Authority Water Supply Facilities; or (2) the failure of the Authority to timely proceed administratively to undertake or complete a requirement imposed by any regulatory agency in any consent order or

operating permit. The Authority shall maintain adequate catastrophic insurance on the Authority Water Supply Facilities on such terms and amounts as established by the Authority.

15.2 Water Quality. The Authority shall use its best efforts to deliver water of good and uniform quality from the Authority Water Supply Facilities to the Delivery Point(s). The water delivered by the Authority to the Delivery Point(s) shall be stabilized and shall meet all federal, state or regional regulations and orders relating to drinking water, which are applicable to water produced, stored and transported at and through the Authority Water Supply Facilities.

15.3 Water Measurement. The Authority shall use its reasonable efforts to measure all water delivered to the Delivery Point(s) of Customers. The Authority shall own and maintain the meters at all Delivery Point(s). The Authority shall maintain complete and accurate records of its water measurements. Water flow measurements recorded by the Authority shall be the exclusive means of determining the quantity of water delivered to the Delivery Point(s) under this Contract. The metering equipment shall be of standard make and type, installed at a readily accessible location, and shall record flow with accuracy sufficient to meet all applicable reporting requirements. The Authority will check the accuracy of the meters annually, provide a report regarding the condition, accuracy and state of the meters and provide for a certified calibration test and any appropriate recalibration. Upon request and at the expense of the Customer, the Authority shall make arrangements for a meter test to be conducted by an independent testing facility who shall conform to the manufacturer's standards and where appropriate conduct the test as a field test. The Customers may be present when the meters are checked for accuracy, and the test records shall be made available for inspection by the Customers upon reasonable request. If the accuracy of the meter is determined to be at least four (4) percent beyond the limits prescribed by the manufacturer, the meter will be assumed to have been inaccurate from the mid-point of the time since the last annual inspection, or the last calibration, or the last independently certified test, or the last six (6) months whichever is less. The following month's billing will be adjusted taking into account the nature of the inaccuracy to show a credit or additional charge to the respective Customer for the metered flow for that period.

- 15.4 Permits. The Authority shall use its best efforts to obtain all Permits necessary to provide the Customers with water in accordance with the Water Allocations, New Water Supply Demands and its duty to its Exclusive Provider Customer(s).
- 15.5 Financing the Authority Water Supply Facilities. The Authority shall use its best efforts to borrow funds and to set adequate reserves and budgeted expenditures necessary to cover costs to be incurred in constructing, acquiring, operating, maintaining, repairing, replacing or upgrading the Authority Water Supply Facilities.
- 15.6 Acquisition of Real Property. The Authority shall use its best efforts to acquire all interest in real and personal property (if any) necessary for the expansion, construction, management and operation of the Authority Water Supply Facilities. The Authority shall retain in its own name any interest in real property acquired in connection with the Authority Water Supply Facilities.
- 15.7 Water Pressures. The Authority shall use its best efforts to supply water under normal operating conditions at the Annual Average Daily Quantity at a pressure not less than 65 psi at the Customer Delivery point(s) to the Customer unless a different pressure is specified in Exhibit "D". The Authority will not be responsible for interruptions or abnormal operating conditions that cause reduced pressures for interim periods that are beyond the Authority's control.
- 15.8 Priority of Payment. All monies received by the Authority from the Customers pursuant to this Contract shall be applied in the following order of priority:
- FIRST: To the payment of Operating and Maintenance Cost (other than renewal of replacement costs) as provided in the Financing Documents for the Obligations;
  - SECOND: To the payment of Debt Service Cost as provided in the Financing Documents for the Obligations;
  - THIRD: To the payment of the renewal and replacement costs;
  - FOURTH: To the payment of the DeSoto Payment;
  - FIFTH: To the payment of any charges or Obligations due and owing by the Authority.

16. **ADDITIONAL REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE CUSTOMERS.** The Customers hereby represent, warrant and covenant to the Authority as follows:

- 16.1 Irrevocable Commitment to Pay. The Customers recognize that circumstances, such as equipment maintenance or failure, construction delays, failure to obtain Permits, limitations on Permits, transmission line ruptures or defects, acts of God, etc., may prevent the performance by the Authority of its obligations pursuant to this Contract. Under such circumstances, the Customers shall continue to pay their respective Water Rate throughout the term of this Contract. Said payments by the Customers shall be made without notice or demand and without set-off, counterclaim, abatement, suspension or deduction. The Authority will construct additional water supply projects and operation and maintenance of the Authority Water Supply Facilities based in part on the representations, warranties and covenants of the Customers set forth in this Contract.
- 16.2 Acquisition of Real Property. Subject to Section 13 herein, the Customers shall promptly cooperate with the Authority in acquiring all interests in real property necessary to construct, manage and operate the Authority Water Supply Facilities and Authority Water Supply Sources.
- 16.3 Utility System Charges. The Customers shall fix, revise, maintain and collect such fees, rates, tariffs, rentals or other charges for the use of products, services and facilities of their water utility systems as shall-be necessary to fund the timely payment of their respective obligations and liabilities under this Contract as well as all other obligations payable from the revenues of their water systems.
- 16.4 Cooperation on Permits. Subject to Section 13 herein, for the construction and operation of the facilities necessary for future Authority Water Supply Sources and Authority Water Supply Facilities, the Customers shall promptly cooperate with the Authority in obtaining any and all Permits necessary or convenient for construction, expansion, alteration, replacement or operation.
- 16.5 Cooperation on the Projects. The Customers shall promptly cooperate with the Authority in property acquisition or other actions necessary for operating or expanding Authority Water Supply Facilities.
- 16.6 Utility System Operation and Maintenance Account. Each Customer shall maintain its water utility system operation and maintenance accounts throughout the term of this Contract for the purpose of paying its obligations and liabilities under this Contract. At all times during the term of this Contract, the Customers' obligations and liabilities under this



Contract shall be considered an operating expense of its water utility systems and shall be paid from its water utility systems operation and maintenance accounts or capacity fee account or facility investment fees, if appropriate; provided, however, that such obligations and liabilities of a Customer shall not be considered an operating expense of its water utility system nor need it be paid from the operation and maintenance account to the extent the Customer has budgeted and appropriated legally available moneys for such purpose and is current on all its obligations arising hereunder. For the purpose of paying their obligations and liabilities under this Contract, Customers may utilize, in addition to their water utility operation and maintenance accounts, facility investment fees or other capacity fees as identified in their adopted rate resolutions.

- 16.7 Cooperation on Issuance of Authority Obligations. Each Customer shall cooperate with the Authority in issuance of the Authority's Obligations. In such connection, each Customer and the Authority shall comply with reasonable requests of each other and will, upon request, do as follows: (i) make available general and financial information about itself; (ii) consent to publication and distribution of its financial information; (iii) certify that its general and financial information is accurate, does not contain any untrue statements of a material fact and does not omit a material fact necessary to make the statements in the information, in light of circumstances under which they are made, not misleading; (iv) make available certified copies of official proceedings; (v) provide reasonable certifications to be used in a transcript of closing documents; and (vi) provide and pay for reasonable requested opinions of counsel as to the validity of its actions taken in respect to and the binding effect of the Second Amended Interlocal Agreement and this Contract, and pending litigation which could materially affect its performance hereunder. Each Customer shall provide the Authority reasonable assurance that no actions taken by it shall adversely affect the exclusion from gross income of interest on the Authority's Obligations for purposes of federal income taxation. Each Customer covenants to assist the Authority in any reasonable manner with respect to the issuance of such Obligations, including but not limited to participation and assistance with any court proceeding seeking to validate the Obligations pursuant to Chapter 75, Florida Statutes.
- 16.8 Payment for Obligations. If a Customer defaults on the payment of its Water Rate established pursuant to this Contract, each non-defaulting Customer shall have the option

to take the defaulting Customer's pro-rata share (based of each Customer's percentage of the total Water Allocation of the Authority) and corresponding payment obligation of the defaulting Customer's Water Allocation within sixty (60) days of notice of the defaulting Customer's Water Allocation from the Authority. If any of the defaulting Customer's Water Allocation remains after the expiration of sixty (60) days notice period, then each non-defaulting Customer may by mutual agreement with the Authority take any or all of the remaining Water Allocation and corresponding payment obligation created by the default. Any portion of the defaulting Customer's Water Allocation that remains unallocated shall be added to the Redistribution Pool or designated as Authority water capacity; however, these actions shall not relieve the defaulting Customer of its payment obligation to the Authority.

17. **PLEDGE OF CONTRACT REVENUES.** The Authority may pledge any payments, interest or other income or revenues derived under this Contract for the purpose of securing any revenue bonds issued by the Authority to finance the Authority Water Supply Source or other projects of the Authority Water Supply Facilities.

18. **NORTH PORT'S OPTION TO BECOME A MEMBER.** If the Authority pursuant to the process set forth in the Second Amended Interlocal Agreement, adds a municipality as an Authority Member Government, then North Port at its option may become a member of the Authority upon the same terms and conditions as the new municipality member. North Port must exercise its option within thirty (30) days of the effective date of the amendment to the Second Amended Interlocal Agreement adding the new municipality as a member.

19. **RE-RATING REGIONAL WATER SYSTEM.** To the extent that any component of the Regional Water System is re-rated or treatment capacity is modified with the appropriate regulatory agencies (either an increase or decrease in capacity), then each Customer's corresponding Water Allocation will be adjusted pro-rata on a basis consistent with the Cost Allocation percentage of each Customer as of the date of the re-rating occurs. The Authority agrees not to initiate a re-rating process with the intent to reduce System Capacity. For example, a Customer with a Water Allocation of 10 would receive an increase in Water Allocation of 100,000 gallons per day for a 1,000,000 gallon per day re-rating increase. To the extent that the re-rating of the Regional Water System results in the incurrence of additional capital expenditures, the Authority will notify the affected Customers of such expenditures. The expenditures required

for and the associated re-rating will be allocated proportionately pursuant to the Water Allocation percentage unless any Customer(s) decide not to participate in the cost and associated benefits of the re-rating. If a Customer does not participate in the re-rating, then the change in Water Allocation and the expenditures will be allocated pro-rata to the participating Customers in accordance with their Water Allocation. All expenditures associated with re-rating will be the responsibility of the participating Customers and are to be paid to the Authority in accordance with the Contract. To the extent any increase in Water Allocation is not allocated to the Customers, it shall be held as Authority capacity that may be placed in the Redistribution Pool.

20. **DEFAULT AND REMEDY.** Recognizing the region's paramount need for a safe and dependable source of water supply, the Parties agree this Contract may not be terminated prior to the normal expiration date specified in Section 2 and the remedy for a breach of the Contract shall be specific performance, injunctive relief and any other equitable relief, as well as monetary damages.

21. **DESIGNATION AS REPRESENTATIVE AND CO-APPLICANT STATUS.** The Authority and the Customers shall be co-applicants for any SWFWMD water use permits needed for the Authority Water Supply Facilities and Authority Water Supply Sources. Subject to Section 13 herein, the Customers shall waive all objections to the Permit applications relating to the acquisition, operation, replacement or expansion of the Authority Water Supply Facilities and Authority Water Supply Sources issued by a federal, state, or regional governmental entity. The Customers hereby designate the Authority as their representative with respect to any such Permit or in any administrative or judicial proceeding relating thereto.

22. **APPLICABLE LAW AND VENUE.** The laws of the State of Florida govern the validity, interpretation, construction and performance of this Contract and venue for any suit involving this Contract shall be in Hillsborough County, Florida.

23. **NO ASSIGNMENT.** The rights, obligations and interests of the Customers and Authority under this Contract may not be wholly or partially sold, assigned, transferred, pledged or hypothecated unless approved in writing by all Parties.

24. **NOTICE.** All notices, demands, requests and other communications shall be deemed sufficient and properly given, if in writing and delivered in person to the following addresses, sent by certified or registered mail, or by overnight delivery, postage prepaid with return receipt requested, at such addresses; provided, if such notices demands, requests or other

communications are sent by mail or overnight delivery, 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; the Charlotte County Administrator's Office, Charlotte County Administration Center, 18500 Murdock Circle, Port Charlotte, Florida 33948-1094; Manatee County Administrator's Office, Manatee County Administration Center, 1112 Manatee Avenue West, Suite 920, Bradenton, Florida 34205; the DeSoto County Administrator's Office, 201 East Oak Street, Arcadia, Florida 34266; the Sarasota County Administrator's Office, 1660 Ringling Boulevard, Sarasota, Florida 34236; and the North Port City Manager's Office, 4970 City Hall Boulevard, North Port, Florida 34286. Any Party may, by like notice, designate any further or different addresses to which subsequent notices shall be sent.

25. **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.

26. **THIRD PARTY BENEFICIARIES.** No right or cause of action shall accrue upon or by reason hereof, or for the benefit of any person not expressly named as a Party in this Contract, except for any holders of Obligations and/or credit enhancers relating to Obligations who shall be third party beneficiaries of this Contract.

27. **WAIVER.** Unless otherwise specifically provided by the terms of this Contract, no delay or failure to exercise a right resulting from any breach of this Contract 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 Contract 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 expressly or impliedly, any other breach under this Contract.

28. **AUTHORIZED REPRESENTATIVES.** For purposes of this Contract, the Parties authorized representatives are as follows: the Authority Executive Director, the Charlotte County Administrator, the DeSoto County Administrator, the Manatee County Administrator, the Sarasota County Administrator, and the City of North Port City Manager. Any Party may change its authorized representative at any time by written notice to all other Parties.

29. **SECTION CAPTIONS AND REFERENCES.** The section headings and captions contained herein are included for convenience only and shall not be considered part of this Contract or affect in any manner its construction or interpretation. Except as otherwise indicated, all references herein to sections are to sections of this Contract.

30. **SEVERABILITY.** In the event any provision of this Contract shall, for any reason, be determined invalid, illegal or unenforceable in any respect, the Parties shall negotiate in good faith and agree to such amendments, modifications or supplements to this Contract 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 Contract, as amended, modified, supplemented or otherwise affected by such action, shall remain in full force and effect.

31. **ATTORNEYS FEES AND COST.** In the event there is litigation arising under or related to this Contract, the losing Party or Parties shall pay to the successful Party or Parties all attorney's fees and costs and expenses incurred in enforcing the Contract, including attorneys' fees incurred on appeal, in adversarial administrative proceedings and in connection with bankruptcy proceedings, to the extent allowed by law. This provision shall survive the termination of this Contract.

32. **AMENDMENT.** This Contract may only be amended by a writing duly executed by the Authority, Manatee, Charlotte, DeSoto, Sarasota and North Port and only to the extent permitted by the Financing Documents authorizing the issuance of the Obligations.

33. **ENTIRE AGREEMENT.** This Contract shall constitute the entire agreement of the Authority, Charlotte, Manatee, DeSoto, Sarasota, and North Port with respect to the Authority's provision of drinking water supply.

34. **FURTHER ASSURANCES.** The Authority, Manatee, Charlotte, DeSoto, Sarasota, and North Port each shall use all reasonable efforts to provide such information, execute such further instruments and documents and take actions as may be reasonably requested by another Party and not inconsistent with the provisions of this Contract and not involving the assumption of obligations or liabilities different from, in excess of or in addition to those expressly provided for in this Contract to carry out the intent of this Contract.

35. **CONSENTS.** To the extent that the consent of any Party to this Contract is required as a condition to the action of other Parties, such consent shall not be unreasonably withheld.

36. **SUCCESSORS AND ASSIGNS.** This Contract shall be binding upon and inure to the benefit of the respective successors, permitted assigns, administrators and trustees of the Authority, Manatee, Charlotte, DeSoto, Sarasota, and North Port.

37. **EXECUTION OF DOCUMENTS.** This Contract shall be executed in fifteen (15) duplicate originals, any of which shall be regarded for all purposes as an original and all of which shall constitute one and the same instrument.

38. **INTERLOCAL AGREEMENT.** This Contract shall constitute an interlocal agreement pursuant to Section 163.01, Florida Statutes. A true and correct copy of this Contract and any subsequent amendments shall be recorded by the Authority with the clerk of the circuit court in Manatee, Charlotte, DeSoto and Sarasota.

39. **AMBIGUITY.** The Parties agree that each one has played an equal part in the negotiation and drafting of this Contract, and in the event any ambiguity should be asserted or realized in the interpretation or construction of this Contract, the result of such ambiguity shall be equally assumed and realized by each Party.

40. **SOVERIGN IMMUNITY.** The Customers intend to avail themselves to 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)(0), Florida Statutes, therefore the Customers are not jointly liable for the torts of the officers or employees of the Authority, or any other tort attributable to the Authority, and that only the Authority shall be liable for torts attributable to it or for 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. The Customers intend the Authority to have all the privileges and immunities from liability and exemptions from laws, ordinances, rules and common law which apply to the municipalities and counties of the State of Florida. Nothing in this Contract is intended to inure to the benefit of any third-party for the purposes of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.



41. **CONFLICT WITH INTERLOCAL AGREEMENT.** To the extent any provision herein shall conflict with a provision in the Second Amended Interlocal Agreement, the provision in the Second Amended Interlocal Agreement shall be controlling.

42. **GOOD FAITH.** The Parties agree to exercise good faith and fair dealing in respect to all matters relating to this Contract.

43. **WATER PURCHASE.** The Customers shall have a preferential right to purchase water from the Authority. The Authority may purchase water from any source available.

**IN WITNESS WHEREOF**, the Authority, Manatee, Charlotte, DeSoto, Sarasota, and North Port have executed this Contract on the day, month and year first above written.

PEACE RIVER/MANASOTA REGIONAL  
WATER SUPPLY AUTHORITY

WITNESS:

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Attorney for Peace River/Manasota  
Regional Water Authority

STATE OF FLORIDA  
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, 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/she 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 \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public  
My Commission  
Expires: \_\_\_\_\_

BOARD OF COUNTY COMMISSIONERS  
OF CHARLOTTE COUNTY

By: \_\_\_\_\_  
Chairman

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_, Clerk of Circuit  
Court and Ex-Officio Clerk to the  
Board of County Commissioners

By: \_\_\_\_\_  
Deputy Clerk

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

\_\_\_\_\_  
Attorney for Charlotte County

STATE OF FLORIDA  
COUNTY OF CHARLOTTE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared, \_\_\_\_\_, to me known to be the person described in and who executed the foregoing instrument on behalf of Charlotte County, and \_\_\_\_\_, acknowledged before me that \_\_\_\_\_, 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 \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

DESOTO COUNTY  
BOARD OF COUNTY COMMISSIONERS

WITNESS:

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Chairman  
Date: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Attorney for DeSoto County

STATE OF FLORIDA  
COUNTY OF DESOTO

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared, \_\_\_\_\_, to me known to be the person described in and who executed the foregoing instrument on behalf of DeSoto County, and \_\_\_\_\_, acknowledged before me that \_\_\_\_\_, 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 \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

MANATEE COUNTY  
BOARD OF COUNTY COMMISSIONERS

WITNESS:

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Chair  
Date: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Attorney for Manatee County

STATE OF FLORIDA  
COUNTY OF MANATEE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared, \_\_\_\_\_, to me known to be the person described in and who executed the foregoing instrument on behalf of Manatee County, and \_\_\_\_\_, acknowledged before me that \_\_\_\_\_, 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 \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

SARASOTA COUNTY  
BOARD OF COUNTY COMMISSIONERS

WITNESS:

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Chair  
Date: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Attorney for Sarasota County

STATE OF FLORIDA  
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared, \_\_\_\_\_, to me known to be the person described in and who executed the foregoing instrument on behalf of Sarasota County, and \_\_\_\_\_, acknowledged before me that \_\_\_\_\_, 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 \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public  
My Commission Expires:



CITY OF NORTH PORT

WITNESS:

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Attorney for City of North Port

STATE OF FLORIDA  
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared, \_\_\_\_\_, to me known to be the person described in and who executed the foregoing instrument on behalf of the City of North Port, and \_\_\_\_\_, acknowledged before me that \_\_\_\_\_, 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 \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

Exhibit "A" – DeSoto Payment

Contract Fiscal Year	Charlotte County	DeSoto County	Sarasota County	City of North Port	Total
FY 2024	\$369,266	\$15,482	\$345,541	\$65,711	\$796,000
FY 2025	\$369,266	\$15,482	\$345,541	\$65,711	\$796,000
FY 2026	\$369,266	\$15,482	\$345,541	\$65,711	\$796,000
FY 2027	\$369,266	\$15,482	\$345,541	\$65,711	\$796,000
FY 2028	\$874,903	\$91,023	\$1,742,198	\$155,689	\$2,863,813
FY 2029	TBD	TBD	TBD	TBD	TBD
FY 2030	TBD	TBD	TBD	TBD	TBD
FY 2031	TBD	TBD	TBD	TBD	TBD
FY 2032	TBD	TBD	TBD	TBD	TBD
FY 2033	TBD	TBD	TBD	TBD	TBD
Remaining Years	TBD	TBD	TBD	TBD	TBD

**Proposed New Exhibit "B"**  
**Water Allocations**

Annual Average Day Quantity (MGD)						
Year	Charlotte County	DeSoto County	Manatee County	Sarasota County	City of North Port	Total
FY24	16.100	0.675	0.000	15.060	2.865	34.700
FY25	16.100	0.675	0.000	15.060	2.865	34.700
FY26	16.100	0.675	0.000	15.060	2.865	34.700
FY27	16.100	0.675	0.000	15.060	2.865	34.700
FY28	16.100	0.970	0.000	16.560	2.865	36.425
FY29	16.100	1.018	0.000	19.060	2.865	39.043
FY30	16.100	1.059	0.000	19.060	2.865	39.084
FY31	16.100	1.080	0.000	19.060	2.865	39.105
FY32	16.100	1.215	0.000	23.060	2.865	43.240
FY33	16.100	1.675	0.000	32.060	2.865	52.700
Remaining Years	16.100	1.675	0.000	32.060	2.865	52.700



**Proposed New Exhibit "B"**  
**Water Allocations**

Peak Month Quantity (MGD)						
Year	Charlotte County	DeSoto County	Manatee County	Sarasota County	City of North Port	Total
FY24	19.320	0.810	0.000	18.070	3.438	41.638
FY25	19.320	0.810	0.000	18.070	3.438	41.638
FY26	19.320	0.810	0.000	18.070	3.438	41.638
FY27	19.320	0.810	0.000	18.070	3.438	41.638
FY28	19.320	1.164	0.000	19.870	3.438	43.792
FY29	19.320	1.222	0.000	22.870	3.438	43.850
FY30	19.320	1.271	0.000	22.870	3.438	43.899
FY31	19.320	1.296	0.000	22.870	3.438	43.924
FY32	19.320	1.458	0.000	27.672	3.438	51.888
FY33	19.320	2.010	0.000	38.472	3.438	63.240
Remaining Years	19.320	2.010	0.000	38.472	3.438	63.240

**Proposed New Exhibit "B"  
Water Allocations**

Max Day Quantity (MGD)						
Year	Charlotte County	DeSoto County	Manatee County	Sarasota County	City of North Port	Total
FY24	22.540	0.945	0.000	21.080	4.011	48.576
FY25	22.540	0.945	0.000	21.080	4.011	48.576
FY26	22.540	0.945	0.000	21.080	4.011	48.576
FY27	22.540	0.945	0.000	21.080	4.011	48.576
FY28	22.540	1.358	0.000	23.184	4.011	51.093
FY29	22.540	1.425	0.000	26.684	4.011	54.660
FY30	22.540	1.483	0.000	26.684	4.011	54.718
FY31	22.540	1.512	0.000	26.684	4.011	54.747
FY32	22.540	1.701	0.000	32.284	4.011	60.536
FY33	22.540	2.345	0.000	44.884	4.011	73.780
Remaining Years	22.540	2.345	0.000	44.884	4.011	73.780



**Proposed Exhibit "C"**  
**New Water Supply Demands**

Annual Average Daily Quantity (MGD)						
Year	Charlotte County	DeSoto County	Manatee County	Sarasota County	City of North Port	Total
2024	0.000	0.000	0.000	0.000	0.000	0.000
2025	0.000	0.000	0.000	0.000	0.000	0.000
2026	0.000	0.000	0.000	0.000	0.000	0.000
2027	0.000	0.000	0.000	0.000	0.000	0.000
2028	0.000	0.295	0.000	1.500	0.000	1.795
2029	0.000	0.343	0.000	4.000	0.000	4.343
2030	0.000	0.384	0.000	4.000	0.000	4.384
2031	0.000	0.405	0.000	4.000	0.000	4.405
2032	0.000	0.540	0.000	8.000	0.000	8.540
2033	0.000	1.000	0.000	17.000	0.000	18.000



**Proposed Exhibit "C"**  
**New Water Supply Demands**

Peak Month Quantity (MGD)						
Year	Charlotte County	DeSoto County	Manatee County	Sarasota County	City of North Port	Total
2024	0.000	0.000	0.000	0.000	0.000	0.000
2025	0.000	0.000	0.000	0.000	0.000	0.000
2026	0.000	0.000	0.000	0.000	0.000	0.000
2027	0.000	0.000	0.000	0.000	0.000	0.000
2028	0.000	0.354	0.000	1.800	0.000	2.154
2029	0.000	0.412	0.000	4.800	0.000	5.212
2030	0.000	0.461	0.000	4.800	0.000	4.261
2031	0.000	0.486	0.000	4.800	0.000	5.286
2032	0.000	0.648	0.000	9.600	0.000	10.248
2033	0.000	1.200	0.000	20.400	0.000	21.600

**Proposed Exhibit "C"**  
**New Water Supply Demands**

Max Day Quantity (MGD)						
Year	Charlotte County	DeSoto County	Manatee County	Sarasota County	City of North Port	Total
2024	0.000	0.000	0.000	0.000	0.000	0.000
2025	0.000	0.000	0.000	0.000	0.000	0.000
2026	0.000	0.000	0.000	0.000	0.000	0.000
2027	0.000	0.000	0.000	0.000	0.000	0.000
2028	0.000	0.413	0.000	2.100	0.000	2.513
2029	0.000	0.480	0.000	5.600	0.000	6.080
2030	0.000	0.538	0.000	5.600	0.000	6.138
2031	0.000	0.567	0.000	5.600	0.000	6.167
2032	0.000	0.756	0.000	11.200	0.000	11.956
2033	0.000	1.400	0.000	23.800	0.000	25.200

**EXHIBIT “D”**

**Regional Transmission System  
Delivery Points**

	Delivery Points	Pressure (5)
36-Inch/12-Inch RTS (1)	<u>Charlotte County:</u> <ul style="list-style-type: none"> <li>• Harbor Boulevard @ Bachman</li> <li>• Kings Highway @ DeSoto/Charlotte County Line</li> </ul> <u>DeSoto County:</u> <ul style="list-style-type: none"> <li>• Pem Brook Pines</li> <li>• Kings Highway @Lazy Suzy Utilities</li> </ul> <u>City of North Port:</u> <ul style="list-style-type: none"> <li>• Raintree@ Serris Drive</li> </ul>	65 psi
42-Inch RTS (2)	<u>Sarasota County:</u> <ul style="list-style-type: none"> <li>• T. Mabry Carlton, Jr. WTP</li> </ul>	20 psi
24-Inch Kings Highway RTS (3)	<u>Charlotte County:</u> <ul style="list-style-type: none"> <li>• Kings Highway @ Kingsway Circle</li> </ul> <u>DeSoto County:</u> <ul style="list-style-type: none"> <li>• Kings Highway @ Riverside RV Park</li> <li>• Kings Highway @ Peace River Street</li> <li>• Kings Highway @ adjacent to Lake Suzy</li> </ul>	65 psi
20-Inch DeSoto (4)	<u>DeSoto County:</u> <ul style="list-style-type: none"> <li>• 8 delivery points along the transmission line as identified in the contract</li> </ul>	65 psi
48-Inch Phase 3A Regional Interconnect (7)	<u>Sarasota County:</u> <ul style="list-style-type: none"> <li>• State Road 681 Interconnect @ Cow Pen Slough</li> </ul>	65 psi
48-Inch and 36-Inch Phase 3B Regional Interconnect (8)	<u>Sarasota County:</u> <ul style="list-style-type: none"> <li>• State Road 72 (Clark Road) @ Cow Pen Slough</li> </ul>	20 psi
42-Inch Phase 2 Regional Interconnect (9)	<u>City of North Port:</u> <ul style="list-style-type: none"> <li>• Raintree Boulevard @ Price Road</li> <li>• Raintree Boulevard @ Serris Drive</li> </ul>	65 psi 65 psi

24-Inch Phase 2 Segment B (10)	<u>Charlotte County / City of North Port:</u> <ul style="list-style-type: none"> <li>• Harbor Boulevard and Veterans Boulevard</li> </ul>	65 psi
24-Inch Phase 1A Regional Interconnect (11)	<u>Charlotte County:</u> <ul style="list-style-type: none"> <li>• Kings Highway @ Sandhill Boulevard</li> <li>• Sandhill Boulevard @ Capricorn Boulevard</li> <li>• Capricorn Boulevard @ Rampart Boulevard</li> <li>• I-75 south of Rampart Boulevard</li> <li>• I-75 north of Harborview Road</li> <li>• Discovery Drive @ Harborview Road</li> </ul> <u>Punta Gorda:</u> <ul style="list-style-type: none"> <li>• U.S. Highway 17 @ Disston Avenue (Pump Station)</li> <li>• Washington Loop Road @ U.S. Highway 17</li> <li>• Washington Loop Road @ Shell Creek WTP</li> </ul>	65 psi NA (6) NA (6)
24-Inch Phase 1 Regional Interconnect (12)	<u>DeSoto County:</u> <ul style="list-style-type: none"> <li>• U.S. 17 @ DeSoto Booster Station</li> </ul> <u>Punta Gorda:</u> <ul style="list-style-type: none"> <li>• Shell Creek Water Treatment Plant</li> </ul>	65 psi

- (1) The 36-inch/12-inch RTS consists of approximately 7 miles of 36-inch pipeline starting at the Peace River Water Treatment Facility and ending south of the Charlotte/Sarasota County border; and 12-inch pipeline extending from the 36-inch pipeline at the DeSoto/Sarasota County border south to Kings Highway and ending at the Desoto/Charlotte County line.
- (2) The 42-inch RTS consists of approximately 23 miles of 42-inch pipeline starting at the Peace River Water Treatment Facility and ending at the T. Mabry Carlton Jr. Water Treatment Plant in Sarasota County.
- (3) The 24-inch Kings Highway RTS consists of approximately 5 miles of 24-inch pipeline starting at the Peace River Water Treatment Facility and paralleling Kings Highway ending at the DeSoto/Charlotte County line. See contract entitled: Kings Highway Segment Regional Transmission System Pipeline Agreement between The Peace River/Manasota Regional Water Supply Authority and Charlotte County dated October 27, 1998.
- (4) The 20-inch DeSoto Regional Pipeline. See contract entitled: DeSoto County Regional

Pipeline Extension Amended Pipeline Agreement dated June 21, 2004.

- (5) Water pressure at delivery points at a quantity no greater than the average annual daily rate as designated on Exhibit "B" or as specifically designated by the Authority for a delivery point.
- (6) Not applicable. Pipeline segment controlled by City of Punta Gorda.
- (7) The Phase 3A Regional Interconnect includes approximately 9 miles of 48-inch diameter steel pipe starting at the Regional Pumping Station at Carlton WTP, heading west across the Myakka River and along Laurel Road, then north paralleling Knights Trail Road to the 681 connection with Sarasota County along Cow Pen Slough.
- (8) The Phase 3B Regional Interconnect includes approximately 4 miles of 48-inch diameter steel pipe starting at the northern terminus of the Phase 3A Interconnect and heading generally north and east along Cow Pen Slough, then reducing to a 36-inch diameter pipeline for another 1 mile to State Road 72 (Clark Road) where it connects with Sarasota County's 30-inch diameter pipeline.
- (9) The Phase 2 Regional Interconnect includes approximately 7 miles of 42-inch ductile iron pipe starting at the Peace River Water Treatment Facility in DeSoto County and heading south and west generally adjacent to the regional 36-inch PCCP regional transmission main and terminating at the regional connection with North Port at Raintree and Serris Boulevard.
- (10) The "Phase 2 – Segment B Pipeline" is approximately 700 feet of 24-inch diameter pipe connecting the Phase 2 Regional Interconnect at Serris Boulevard with the 36-Inch diameter PCCP Regional Transmission Main adjacent to that location and then extending south under Veterans Boulevard, then west along Bachmann Boulevard, crossing Harbor Boulevard to connect with the Harbor meter station delivery point between the Authority and Charlotte.
- (11) The Phase 1A Regional Interconnect includes approximately 8 miles of 24-inch ductile iron pipe starting at the southern terminus of the Regional Kings Highway Pipeline at Sandhill Blvd. in Charlotte County and meandering south to the Peace River. It crosses the Peace River sub-aqueously between View Drive on the north side and approximately Disston Avenue on the south side of the river, then terminates just south and east of the Disston/US 17 intersection at the Regional Disston Avenue Pumping Station in Cleveland. A separate approximate 1.7 mile, 24-inch diameter segment of Phase 1A begins near the intersection of U.S. 17 and South Washington Loop Road and extends east to a connection at the City of Punta Gorda's Shell Creek Water Treatment Facility. This short segment of pipe is operated for the Authority by the City of Punta Gorda.
- (12) The Phase 1 Regional Interconnect includes approximately 6 miles of 24-inch ductile iron pipe starting at the Regional DeSoto Booster Station on U.S. 17 and heading south along US 17 then east along North Washington Loop Road to Three Rivers Road

then south on Three Rivers Road, crossing Shell Creek sub-aqueously downstream of the Hendrickson Dam, then ending (connecting) at the Shell Creek Water Treatment Plant along south Washington Loop Road.



**EXHIBIT "E"**

**Regional Transmission System  
Hydraulic Capacity Entitlement**

	Charlotte County	DeSoto County	Sarasota County	City of North Port	Authority
36-Inch/12-Inch RTS (1)	89.65%	0.42%	0.00%	9.93%	0.00%
42-Inch RTS (2)	0.00%	0.00%	100%	0.00%	0.00%
24-Inch Kings Highway RTS (3)	80%	20%	0.00%	0.00%	0.00%
20-Inch DeSoto (4)	0.00%	3.1 MGD	0.00%	0.00%	Remaining Hydraulic Capacity (1)
48-Inch Phase 3A Regional Interconnect	0.00%	0.00%	56.70%	0.00%	43.30%
48-Inch and 36-Inch Phase 3B Regional Interconnect	0.00%	0.00%	48.39%	0.00%	51.61%
42-Inch Phase 2 Regional Interconnect	0.00%	0.00%	0.00%	50.67%	49.33%
24-Inch Phase 2 Segment B	0.00%	0.00%	0.00%	0.00%	100.00%
24-Inch Phase 1A Regional Interconnect	42.27%	0.00%	0.00%	0.00%	57.73%
24-Inch Phase 1 Regional Interconnect	0.00%	0.00%	0.00%	0.00%	100.00%

(1) There is no listed capacity for the Authority in the Agreement, but 3.1 MGD is roughly 50% of the hydraulic capacity for this 20-inch pipeline.

Current pipelines are more than adequate to transport Charlotte's 16.1 MGD to its water system.

**Proposed Exhibit "F"**  
**Cost Allocation Percentages**

Project	Charlotte	DeSoto	Sarasota	North Port
Peace River Regional Water Treatment Facility (1991 Facility) Cost Allocation	89.65%	0.42%	0.00%	9.93%
Peace River Option Cost Allocation	33.33%	8.33%	58.34%	0.00%
Regional Expansion Project Cost Allocation	27.21%	0.81%	61.72%	10.26%
1991 Rebuild Project Cost Allocation	0.00%	0.00%	91.75%	8.25%
Surface Water System Expansion Cost Allocation	0.00%	5.55%	94.45%	0.00%

## **EXHIBIT "G"**

### **DeSoto Existing Water Sources to Remain After Designation of the Authority as Exclusive Provider**

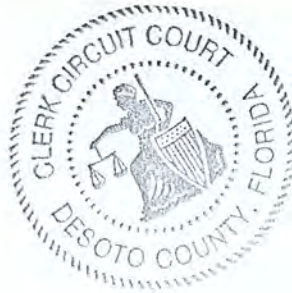
- 1) Sources associated with that certain Interlocal Bulk Water and Wastewater Supply Agreement Between the City of Arcadia and DeSoto County dated January 30, 2001.
- 2) The Reverse Osmosis Facility at DeSoto Correctional Institute.
- 3) The Reverse Osmosis Facility at the G. Perce Wood Memorial Hospital Facility.

**TAB C**  
Current Master Water Supply Contract  
and Redline Cleanup/Update with Updated Exhibits



BARBARA T. SCOTT, CLERK, CHARLOTTE COUNTY  
OR BOOK 28 PGS 1501-1564 64 pg(s)  
INSTR # 1480396  
Doc Type AGR, Recorded 11/17/2005 at 03:34 PM  
Rec. Fee: \$545.50  
Cashiered By: VICTORIAB Doc. #:2

FL#2005012976 B 570 P1007  
REC NO. 07528506341



FILED AND RECORDED  
DATE 10/12/2005 TM 08:33  
MITZIE W. MCGAVIC CLERK  
CO:DESOTO ST:FL

RECORDED IN OFFICIAL RECORDS  
INSTRUMENT # 2005235134 64 PGS  
2005 OCT 19 12:45 PM  
KAREN E. RUSHING  
CLERK OF THE CIRCUIT COURT  
SARASOTA COUNTY, FLORIDA  
HJAMES Receipt#701662

Return to:  
Douglas Manson, Esq.  
Carey, O'Malley, Whitaker & Manson, P.A.  
712 S. Oregon Avenue  
Tampa, Florida 33606



**PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY  
MASTER WATER SUPPLY CONTRACT**

**THIS CONTRACT**, entered into this 5<sup>th</sup> day of October, 2005, by and between the **PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY**, a regional water supply authority created and existing pursuant to Sections 373.196, 373.1962 and 163.01, Florida Statutes, and other applicable law, acting by and through its Board of Directors, the governing board thereof ("Authority"); **MANATEE COUNTY**, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, the governing board thereof ("Manatee"); **CHARLOTTE COUNTY**, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, the governing board thereof ("Charlotte"); **DeSOTO COUNTY**, a political subdivision of the State of Florida, acting through its Board of County Commissioners, the governing board thereof ("DeSoto"); **SARASOTA COUNTY**, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, the governing board thereof ("Sarasota"); and the **CITY OF NORTH PORT**, a municipal corporation of the State of Florida, acting by and through its Board of City Commissioners, the governing board thereof ("North Port") (collectively "Customers").

OR BOOK 02072 PAGES 1941 - 2004  
MANATEE COUNTY CLERK COURT  
64 PAGES(S)  
RECORDED; 10/28/2005 1:26:31





**WITNESSETH:**

**WHEREAS**, the Authority was created for the purpose of developing, storing and supplying water for county and municipal purposes and exists pursuant to the Second Amended Interlocal Agreement Creating the Peace River/Manasota Regional Water Supply Authority executed concurrent with this Contract; and

**WHEREAS**, the Authority has determined that the potable water supply needs for citizens residing within Charlotte, Manatee, DeSoto and Sarasota Counties and North Port, can best be met in whole or in part by expanding the Authority Water Supply Facilities, in a cooperative and coordinated manner; and

**WHEREAS**, the Authority and the Customers agree it is necessary to expand the Peace River Regional Water Treatment Facility to be known as the Regional Expansion Program (“REP”), as more specifically set forth in Exhibit “G” and incorporated herein by reference in order to provide a total of 32.7 MGD of water to meet the water supply needs of the Authority’s Customers; and

**WHEREAS**, it is the intent of the Parties that this Contract govern the operation, maintenance, alteration, replacement and expansion of the Authority Water Supply Facilities; and

**WHEREAS**, the Authority has applied and the Southwest Florida Water Management District (“SWFWMD”) has provided New Water Source Initiative funds to assist in development and construction of the REP; and

**WHEREAS**, the Authority and its Customers recognize that as a result of increased Customers’ demands, the REP will not satisfy all future Customers’ demands and the Authority has begun developing other water supplies; and

**WHEREAS**, Manatee has adopted Resolution No. R-05-108 on June 7, 2005 conditionally requesting the development of potable water by the Authority for Manatee beginning January of 2014; and

**WHEREAS**, expansions to the Authority Water Supply Facilities and the design and construction of new Water Supply Sources may be financed for the Customer(s) through the issuance of Authority revenue bonds, capital contributions from the Customer(s), capital contributions from SWFWMD, or other governmental grants, or any combination thereof; and

**WHEREAS**, the Customers desire to purchase water from the Authority according to the terms and conditions of this Contract, and the Authority desires to provide the Customers water



according to the terms and conditions of this Contract; and

**WHEREAS**, recognizing the benefits provided by the REP and future Water Supply Sources, the Customers and the Authority agree that the Authority shall implement a common Debt Service Cost for the Water Rate only for the REP and all future Water Supply Source projects of the Authority; and

**WHEREAS**, the Customers desire that the Authority facilitate the transfer of Authority water among Customers, with such transfers being made through the Authority at the same Water Rate assessed by the Authority; and

**WHEREAS**, this Contract is intended to constitute the entire agreement of the Authority, Manatee, Charlotte, DeSoto, Sarasota and North Port with respect to the Water Allocations and the terms and conditions contained herein; and

**NOW, THEREFORE**, in consideration of the foregoing premises, which shall be deemed an integral part of this Contract and of the mutual covenants and agreements hereafter set forth, the Authority and the Customers intending to be legally bound hereby agree as follows:

1. **DEFINITIONS.** In the absence of a clear implication otherwise, capitalized terms used in this Contract and in the attached exhibits shall have the following meanings:

- 1.1 Annual Average Daily Quantity. The total water quantity provided by the Authority to a Customer in a Contract Year divided by 365 as set by its Water Allocation.
- 1.2 Authority. The Peace River/Manasota Regional Water Supply Authority.
- 1.3 Authority Board. The Authority's governing body.
- 1.4 Authority Water Supply Facilities. All real property, interest in real property, fixtures, personal property, wells, treatment systems, pumps, pipes, storage facilities, reservoirs, aquifer storage and recovery facilities, water transmission mains, any future expansion of said facilities and appurtenant or associated installations owned, leased or otherwise controlled by the Authority and used for the provision of potable water supply.
- 1.5 Available Water. That portion of a Customer's Water Allocation that is temporarily available to other Customers.
- 1.6 Base Rate Charge. For any Contract Year, the rate established by resolution of the Authority for payment of the Authority Obligations, Bond Coverage Costs, Debt Service Costs, Charlotte Oversized Facilities Payment, Capital Component Charge, Hydraulic



Pipeline Capacity Entitlement Cost and Renewal and Replacement Costs for the Authority Water Supply Facilities. The Base Rate Charge also includes the Fixed Operations and Maintenance Costs budgeted by the Authority for expanding, operating, repair and replacement, maintaining and securing the Authority Water Supply Facilities regardless of the quantity of water, if any, being produced or delivered by the Authority, with such fixed costs being assessed proportionately in accordance with the Annual Average Daily Water Allocation.

- 1.7 Bond Coverage Costs. The costs of providing the coverage requirements established by the Financing Documents.
- 1.8 Capital Component Charge. For any Contract Year, the charge established by resolution of the Authority for payment of the Capital Component Charge paid to Charlotte for the transfer of the Peace River Regional Water Treatment Facility. The Capital Component Charge shall be assessed by the percentages in Exhibit "F" for the Peace River Regional Water Treatment Facility.
- 1.9 Charlotte Oversized Facilities Payment. The 1991 Facility was stated to possess certain components that had a larger capacity than the 1991 Facility treatment capacity. Charlotte acquired the 1991 Facility then transferred to the Authority the entire 1991 Facility. However, payment for the oversized components was deferred until the Authority used these oversized components. Under the PRO and REP, the Authority will pay for all the remaining oversized components.
- 1.10 Conservation Rate. For any Contract Year, the charge established by resolution by the Authority to any Customer that exceeds its Water Allocation set forth in Exhibit "B".
- 1.11 Contract Year. The period between execution of the Contract and September 30, 2005, and each fiscal year of the Authority (beginning on each October 1, and ending on the immediately following September 30) thereafter during the term of this Contract.
- 1.12 Customers. Manatee, DeSoto, Charlotte, Sarasota and North Port.
- 1.13 Debt Service Cost(s). For any Contract Year, all costs including reserve or coverage requirement, if any, incurred by the Authority during such Contract Year in connection with the Authority Water Supply Facilities for principal payments, interest payments, redemption premiums, if any, and service charges with respect to payment of Obligations.



- 1.14 Delivery Point(s). The point(s) of connection between the Regional Transmission System and the distribution system of the Customers to this Contract having a Water Allocation. The Delivery Point(s) for each Customer is attached hereto as Exhibit "D."
- 1.15 DeSoto Payment. For any Contract Year, an amount included in the Water Rate, transmitted by the Authority to DeSoto in the amounts set forth on Exhibit "A" for the term of the Contract. The DeSoto Payment as defined herein supersedes the "Facility Use Cost" as defined in Section 1.8 of the Peace River Regional Water Supply Contract dated May 21, 1991.
- 1.16 Exclusive Provider Customer. A subset of Customers that includes only DeSoto in this Master Water Supply Contract.
- 1.17 Financing Documents. Any resolution or resolutions of the Authority, as well as any indenture of trust, trust agreement or similar document relating to the issuance or security of the Obligations.
- 1.18 Fixed Operating and Maintenance Costs. All operating and maintenance costs and expenses other than Variable Operating and Maintenance Costs incurred by the Authority for the operation, maintenance, management, security and development of the Authority Water Supply Facilities.
- 1.19 Hydraulic Capacity Entitlement. The Hydraulic Capacity Entitlement for the Regional Transmission System for each Customer is attached as Exhibit "E."
- 1.20 Hydraulic Capacity Entitlement Cost. The debt service cost associated with Customers' Hydraulic Capacity Entitlement.
- 1.21 Maximum Daily Quantity. The maximum water quantity to be provided by the Authority to a Customer for any given day as set by its Water Allocation.
- 1.22 Member Governments. Members of the Authority. This term refers jointly to Charlotte, DeSoto, Manatee and Sarasota.
- 1.23 MGD. Million gallons per day.
- 1.24 New Water Supply Demands. The new water supplies the Authority is committed by this Contract to develop and complete to meet Customer demands as shown on Exhibit "C" as updated annually pursuant to Section 11.
- 1.25 Obligation(s). A series of bonds or other evidence of indebtedness, including but not limited



to, Financing Documents, notes, commercial paper, capital leases or any other debt of the Authority issued or incurred.

- 1.26 Operating and Maintenance Cost(s). For any Contract Year, all costs budgeted and reserves established by the Authority for operating, maintaining and securing the Authority Water Supply Facilities during such Contract Year, including, but not limited to: a) personnel, staffing and operating costs of the Authority related to the operation, maintenance and security of the Authority Water Supply Facilities; b) the general and administrative costs of the Authority related to the operation, maintenance and security of the Authority Water Supply Facilities; c) minor capital expenditures of the Authority for items such as tools, parts, and other equipment and vehicles necessary for the operation, maintenance and security of the Authority Water Supply Facilities; and d) all costs incurred in obtaining and maintaining the Permits for the Authority Water Supply Facilities.
- 1.27 Party or Parties. Party shall mean a signatory to this Contract. Parties shall mean DeSoto, Charlotte, Sarasota, Manatee, North Port and the Authority.
- 1.28 Peace River Regional Water Treatment Facility (the "1991 Facility"). All real property, interest in real property, fixtures, personal property, wells, buildings, treatment systems, pumps, pipes, storage facilities, reservoirs, aquifer storage facilities and appurtenant or associated facilities located in DeSoto and Sarasota, which were transferred by Charlotte to the Authority pursuant to that certain "Acquisition Agreement" dated May 21<sup>st</sup>, 1991 by and among the Authority, Charlotte, DeSoto, Manatee, Sarasota and the Southwest Florida Water Management District and any expansion of said facilities undertaken pursuant to that certain "Peace River Water Supply Contract" dated May 21<sup>st</sup>, 1991 by and among the Authority, Charlotte, DeSoto, Manatee and Sarasota. The foregoing notwithstanding, this term shall not include the construction, acquisition or use of any groundwater production wells. "Groundwater production wells" shall not include facilities withdrawing water from the Peace River through the use of horizontal wells not more than 50 feet deep or aquifer storage and recovery wells.
- 1.29 Peak Month Average Daily Quantity. The total water quantity provided by the Authority during the calendar month of the Customer's highest water use, divided by the number of days in that month and expressed in MGD as set by the Customer's Water



Allocation.

- 1.30 Permits. All licenses, permits, authorizations or other approvals from any government or governmental agency, whether federal, state, regional or local, necessary or convenient for the acquisition, construction, expansion and operation of Water Supply Facilities and Water Supply Sources, including but not limited to any general water use permit, temporary water use permit or individual water use permit issued by the Southwest Florida Water Management District or any entity.
- 1.31 PRO. The Amended Peace River Option Water Supply Contract dated March 8<sup>th</sup>, 1996 that expanded the Peace River Regional Water Treatment Facility by adding 6 MGD annual average daily quantity of water to the System Capacity.
- 1.32 Redistribution Pool. A depository of each Customer's Available Water for any Contract Year for purchase by all Customers.
- 1.33 Regional Transmission System. Those facilities, including appurtenant and associated facilities, owned by the Authority pertaining to the delivery and measurement of potable water to the Customers of the Authority including but not limited to primary transmission pipes, real property, interest in real property, fixtures and personal property. Regional Transmission System does not include the Aquifer, Storage and Recovery ("ASR") system or its connecting piping.
- 1.34 Regional Water System. All real property, interest in real property, fixtures, personal property, wells, buildings, treatment system, pumps, pipes, storage facilities, reservoir(s), aquifer storage and recovery facilities and appurtenant or associated facilities owned by the Authority, excluding the Regional Transmission System.
- 1.35 Renewal and Replacement Charges. The charges established by the Authority for the exclusive purpose of funding renewals and replacements of the Authority Water Supply Facilities. The charges will be established to satisfy the requirements of the Authority's Obligations and shall be set forth in the annual budget approved by the Authority for the ordinary renewal, replacement, upgrade and betterment of the Authority Water Supply Facilities.
- 1.36 Renewal and Replacement Costs. The capital expenditures set forth in the annual budget approved by the Authority for the ordinary renewal, replacement, upgrade, and betterment of



- the Authority Water Supply Facilities. Renewal and Replacement Costs do not include capital expenditures associated with the expansion or addition of water treatment, storage, pumping or transmission capacity or the costs associated with reconstruction of any major components of the Authority Water Supply Facilities.
- 1.37 Renewal and Replacement Fund. The fund established by the Authority for the exclusive purpose of funding renewals and replacements of the Authority Water Supply Facilities. The deposits to such fund shall be made in accordance with the requirements of the Financing Documents of the Authority. The balances on deposit in the Renewal and Replacement Fund will be expended for those Renewal and Replacement Costs specifically identified in the annual budget approved by the Authority.
- 1.38 Second Amended Interlocal Agreement. The Second Amended Interlocal Agreement Creating the Peace River/Manasota Regional Water Supply Authority executed concurrently with this Contract.
- 1.39 System Capacity. The total combined capacities of the various components of the Regional Water System in terms of a quantity of water on an average annual daily basis expressed in MGD.
- 1.40 Variable Operating and Maintenance Costs. All operating and maintenance costs and expenses of the Authority for the operation, maintenance and management of the Authority Water Supply Facilities that change in proportion to changes in the volume of water produced by the Authority, including, but not limited to, power, chemicals and water purchases.
- 1.41 Water Allocation. The portion of the System Capacity of the Regional Water System allotted to a Customer for the term of this Contract as initially specified at Exhibit "B" as increased from time to time pursuant to Section 11.
- 1.42 Water Rate. For any Contract Year, the rate established by resolution of the Authority for the sale of water, which, to the extent applicable, shall be comprised of a Base Rate Charge, the DeSoto Payment, and a Water Use Charge.
- 1.43 Water Supply Emergency. A loss or reduction in System Capacity caused by drought or a sudden, unexpected, unavoidable interruption in water delivery as declared by resolution by the Authority Board.



- 1.44 Water Supply Facilities. All real property, interest in real property, fixtures, personal property, wells, treatment systems, pumps, pipes, storage facilities, reservoirs, aquifer storage and recovery facilities, water transmission mains, any future expansion of said facilities and appurtenant or associated installations owned, leased or otherwise controlled by Charlotte, DeSoto, Manatee, North Port, Sarasota or the Authority and used for the provision of potable water supply.
- 1.45 Water Supply Source. Any project, construction, acquisition, transfer or transaction creating a new water source or expanding an existing water source developed by the Authority, Charlotte, Sarasota, Manatee, DeSoto or North Port.
- 1.46 Water Use Charge. For any Contract Year, the rate established by the Authority for payment of the Variable Operating and Maintenance Costs. This Water Use Charge shall be based on Customer metered water usage and shall be the same charge per thousand gallons used for each Customer.

2. **TERM.** The term of this Contract shall begin on the date of its complete execution by all Parties and end on the last day of the Contract Year in which the thirty-fifth (35<sup>th</sup>) anniversary of the execution date falls. The rights and obligations of any Customer may be extended prior to expiration of the initial term at the option of that Customer for another thirty-five (35) years, said extension to expire on the last day of the Contract Year in which the seventieth (70<sup>th</sup>) anniversary of the execution date falls. Such option must be exercised at least two (2) years prior to expiration. If during the Contract term, the Authority issues Obligations to construct additional System Capacity to provide additional or maintain existing Water Allocation of the Customers that is secured from the payments made by the Customers for service from the Authority and which repayment period extends beyond the termination date of the Contract as set forth above, the Contract will automatically be extended to include the last payment date of such additional Obligations. Before the expiration of this Contract, the Authority and Customers recognize that a new contract or extension of this Contract will need to be in place to provide ongoing water service from the Authority Water Supply Facilities and all Parties agree to work together in good faith to extend this Contract or create a new contract prior to this Contract's expiration date to meet the overall intent of the Authority to provide regional drinking water.

3. **AUTHORITY CAPACITY.** The Authority shall not be prohibited from maintaining



unallocated capacity of the Authority Water Supply Facilities.

4. **CONDITIONS PRECEDENT.** All rights, obligations and liabilities of the Authority and the Customers shall be subject to the satisfaction of the conditions precedent identified in Section 4.1.

4.1 Conditions Precedent. The following are conditions precedent to the Parties' rights, obligations and liabilities under this Contract:

4.1.1 The complete execution of this Contract by the Authority and the Customers.

4.1.2 The representations set forth in Section 8 are true and correct as of the date this Contract is fully executed by all Parties.

4.1.3 No change shall have occurred on or before the date this Contract is fully executed by all the Parties in any applicable federal, state or local law, or any applicable federal, state or local rule, regulation or ordinance thereunder, or an interpretation thereof by any applicable regulatory authority or court of competent jurisdiction, that would make the execution or delivery of this Contract, or that would make compliance by the Parties with the terms and conditions of said Contract or the consummation by the Parties of the transactions contemplated thereunder, a violation of such law, rule, regulations or ordinance.

4.1.4 The Authority and North Port shall execute a Settlement Agreement that requires North Port to file a Voluntary Dismissal with prejudice in *City of North Port v. Peace River/Manasota Regional Water Supply Authority*, Case No. 05-05254, Thirteenth Judicial Circuit in and for Hillsborough County, Florida within ten (10) days of execution of this Contract.

4.1.5 DeSoto and the Authority shall execute a transfer agreement pursuant to Section 21 herein.

4.1.6 Notwithstanding Paragraphs 8.4 and 10.5 herein, Charlotte and Sarasota shall establish a means to settle their disagreement over the "Water Sale and Purchase Agreement" between Charlotte and Sarasota dated March 8, 1996.

4.2 Satisfaction of the Conditions Precedent. The Parties shall exercise good faith and due diligence in satisfying the conditions precedent set forth above and the Authority shall give prompt notice to the other Parties when the foregoing conditions precedent have been



satisfied or waived in writing by all the Parties.

5. **FUNDING FROM THE FEDERAL ENVIRONMENTAL PROTECTION AGENCY (“EPA”).** The funding from the EPA grant dated March 28, 1995 shall be used for the construction of the REP.

6. **INTANGIBLE ASSETS OF THE CUSTOMERS.** Each Customer’s Water Allocation and Hydraulic Capacity Entitlement is an intangible asset of that Customer’s utility system pursuant to the terms and conditions of the Contract.

7. **FUNDING FROM SWFWMD.** The funding from the SWFWMD New Water Sources Funding Agreements shall be used for the construction of the REP. All Parties shall work to obtain the maximum amount of funding from SWFWMD for the REP, any future expansion of or addition to the Authority Water Supply Facilities and new Authority Water Supply Sources.

8. **REPRESENTATION OF THE PARTIES.** The Authority, Manatee, Charlotte, DeSoto, Sarasota and North Port make the following representations:

8.1 Each Party is duly organized and existing in good standing under the laws of the State of Florida and is duly qualified and authorized to carry on the governmental functions and operations as contemplated by this Contract.

8.2 Each Party has the power, authority and legal right to enter into and perform its obligations set forth in this Contract, and the execution, delivery and performance hereof by it a) has been duly authorized by its governing board; b) does not require any other approvals by any other governmental officer or body; c) does not require any consent or referendum of the voters for Authority financed projects; d) will not violate any judgment, order, law or regulation applicable to the Party; and e) does not constitute a default under, or result in the creation of, any lien, charge, encumbrance or security interest upon the assets of the Party under any agreement or instrument to which it is a Party or by which the Party and its assets may be found or affected except as provided herein under Sections 16.5 and 16.6.

8.3 This Contract has been duly entered into and delivered by the respective governing boards and, as of the date of its full execution by all Parties, constitutes a legal, valid and binding obligation of said Party, fully enforceable in accordance with its terms provided the enforceability thereof may be limited by any applicable bankruptcy, insolvency, reorganization or other similar laws affecting creditors’ rights generally, or by the exercise of



judicial discretion in accordance with general principles of equity.

8.4 There is no action, suit or proceeding, at law or in equity, before or by any court or governmental authority, pending or, to the best of the Party's knowledge, threatened against the Party which is not resolved by the execution of this Contract, wherein any unfavorable decision, ruling or finding would materially adversely affect the performance by the Party of its obligations hereunder or the other transactions contemplated hereby, or which, in any way, would adversely affect the validity or enforceability of this Contract, or any other agreement or instrument entered into by the Party in connection with the transaction contemplated hereby.

9. **REP CONSTRUCTION.** In consideration for financial and other commitments made by the Customers herein, the Authority agrees to permit and construct the REP as a necessary Water Supply Source for the Water Allocations. The cost of construction and construction schedule are attached as Exhibit "G". The Authority agrees to use its best efforts to construct the REP in accordance with the schedule set forth in Exhibit "G". The Customers recognize that the construction schedule may be affected by circumstances beyond the control of the Authority including, but not limited to, weather, availability of material and contractors, governmental approvals, and other force majeure. The Authority agrees to keep the Customers apprised of the progress made in construction of the REP and of any delays that may affect the scheduled completion date.

9.1. Cost of Construction. The Authority will use its best efforts to complete the REP construction project within the budgeted amount shown in Exhibit "G". The Authority will comply with its procurement procedures in the construction of the REP.

9.2. Insurance. The Authority shall require suitable payment and performance bonds from all principal contractors working on the construction of the project. The Authority shall further require the provision by the principal contractors of hazard insurance, general liability insurance, and worker's compensation insurance from such carriers and at such limits as are customary.

10. **DELIVERY OF WATER.** During each Contract Year, the Authority shall deliver water to each Customer in accordance with their Water Allocations and the terms and conditions of this Contract. Customers shall pay for and the Authority shall timely develop and deliver new Water



Supply Sources and facilities to meet the needs of its Customers as set forth in Sections 11 and 12 herein.

- 10.1 Allocation. The Authority shall be required to deliver water for a Customer's water demand from its Water Allocation. Future Water Allocations will be delivered only in accordance with a Customer's New Water Supply Demands in Exhibit "C" as modified by projected water demands pursuant to Section 11 herein. If a Customer meets its payment obligations to the Authority, the Authority shall have the absolute and unequivocal obligation to develop and provide for the Customer's permissible future potable water demand in its Water Allocation and New Water Supply Demands.
- 10.2 Limitation of Allocation. The Authority shall not be required to deliver water to a Customer if prohibited by any applicable federal, state, regional or local statute, rule, ordinance, law, administrative order or judicial decree or in violation of applicable Permits. If, at any time, there is insufficient potable water available to fully meet the Water Allocations described above for any reason, then the Customers shall have their Water Allocations reduced on a pro-rata basis.
- 10.3 Delivery Point. The Authority shall deliver water through the Regional Transmission System to each Customer only at their respective Delivery Point(s) as identified in Exhibit "D". Additional Delivery Point(s) may be added by mutual agreement of the Authority and receiving Customer(s).
- 10.4 Exceedance of Delivery Schedule. Subject to Section 10.5 herein, in the event a Customer should receive delivery of water in excess of its Peak Month Average Daily Quantity, its Maximum Daily Quantity, and/or its Annual Average Daily Quantity of its Water Allocation, the Customer shall pay a Conservation Rate as set forth in the Water Rate resolution. During emergency conditions as declared by resolution of the Authority Board, the Authority shall not charge the Conservation Rate for water delivery in excess of the Water Allocation.
- 10.5 Authority Water Transfers. Upon execution of this Contract by all Customers, all prior contracts transferring Authority water between any of the Customers shall terminate. All Authority water transfers shall be provided solely through the Authority. Notwithstanding the termination of the Water Sale and Purchase Agreement between Charlotte and Sarasota pursuant to this paragraph, both Charlotte and Sarasota hereby reserve and do not in any



manner waive any rights or causes of action that one may have against the other with regard to any past due obligations or debts arising out of said Water Sale and Purchase Agreement, to be resolved pursuant to Section 4.1.6. As part of the New Water Supply Demands process set forth below, each Customer shall annually provide to the Authority its projected Authority Water Demands for the next twenty (20) years. The Authority shall then determine the total Customer demands for Authority Water. The Authority shall determine the difference between each Customer's Water Allocation and projected water demands for the next ten (10) years on an annual basis. By February 15 of each year, the Authority shall provide each Customer with a Notice of Available Water indicating the amount of Water Allocation, if any, above the Authority's projected water demands for each of the next ten (10) years. Each Customer shall file a response with the Authority within thirty (30) days of receipt of the Notice of Available Water, either accepting the Available Water quantities as determined by the Authority or providing alternative Available Water quantities, if any, for each of the next ten (10) years. Failure of a Customer to respond within thirty (30) days shall result in that Customer's Available Water quantity as determined by the Authority, being transferred into the Redistribution Pool. Nothing herein shall be construed to require any Customer that timely responds to the Notice of Available Water to provide any of its Water Allocation to the Redistribution Pool. The Redistribution Pool shall be maintained by the Authority to provide the amount of Available Water by Contract Year for up to ten (10) years. Each year shall have a separate Redistribution Pool of water quantities designated. A receiving Customer's failure to pay for water transferred from the Redistribution Pool shall be treated as a default of this Contract. The Authority shall not transfer more water than the amount of Available Water placed in the Redistribution Pool. Nothing in this Section shall relieve a Customer from the irrevocable commitment to pay for its Water Allocations in this Contract.

10.5.1 Assignment and Payment. The Authority shall assign the Available Water based upon Customer request and written confirmation by their governing body of the corresponding payment obligations under this Contract. Customers may request Available Water from the Redistribution Pool for the corresponding timeframe of their need for additional water. If there is more



demand for water than there is Available Water in a given year, the Authority shall distribute the water on pro-rata basis based on the proportionate Customer demand in the New Water Supply Demands for the year at issue.

10.5.2 Payment. Payment adjustments to the Customers supplying Available Water shall be on a pro-rata basis, based on the percentage of water supplied to the Redistribution Pools for water sold from each Redistribution Pool.

10.5.3 Assessment of Conservation Rate. Only for purposes of calculating the assessment of the Conservation Rate, the Water Allocation of the Customer(s) receiving the Available Water and the Customer(s) providing the Available Water to the Redistribution Pool will be adjusted by the transferred water quantity.

10.6 Water Supply Emergency. The Authority and its Customers shall seek the interconnection of the Water Supply Facilities with other water supply facilities in the region and the Authority's Water Supply Facilities for the purpose of facilitating the transfer of water among the Authority and the Customers under emergency conditions. The Authority and its Customers shall make available capacity, if any, in their respective Water Supply Facilities to the Customers experiencing a Water Supply Emergency at the established rate of the supplying entity. In a Water Supply Emergency, Conservation Rates, inclining block rates, or excess demand charges of any type shall be waived by all Parties to this Contract for the duration of the declared Water Supply Emergency.

**11. FUTURE WATER SUPPLY PROCEDURE.** It is the intention of the Parties that this Section set forth the manner in which each Customer will request, and the Authority will provide, future water supply from the Authority Water Supply Facilities. The Customers acknowledge that a procedure is necessary to provide the Authority with sufficient lead-time for planning and development of new Water Supply Sources to meet New Water Supply Demands.

11.1 No later than January 15<sup>th</sup> of each Contract Year, each Customer shall submit to the Authority a report which identifies the following:



- (i) Total projected water demand by Contract Year for the next 20 years (“Total 20 Year Demand”);
- (ii) That portion of the Total 20 Year Demand the Customer requires the Authority to fulfill (“Authority Supplied Water”) in terms of Annual Average Daily Quantity, Peak Month Average Daily Quantity and Maximum Daily Quantity; and
- (iii) The basis for each projection.

The Authority shall review, coordinate, and compile the submitted Total 20 Year Demand and Authority Supplied Water and provide such information to all Customers and the Authority Board. The Authority shall also report to the Customers and Authority Board, its estimation of water demand projections to be supplied by the Authority for its Customers on an annual basis for the applicable twenty-year planning period. The Authority shall use this data, as well as other population and water demand data, as a basis for the planning and development of new Water Supply Sources to meet New Water Supply Demands. Each Customer may modify its Total 20 Year Demand and projections for Authority Supplied Water with each subsequent annual filing, subject to the provisions in this Section.

11.2 By submitting its projections for Authority Supplied Water, each Customer is identifying that quantity of water it shall purchase from the Authority in the designated Contract Year. For the initial time period through Contract Year 2013, the New Water Supply Demands as modified at Exhibit “C” shall be the water each Customer irrevocably commits to purchase from the Authority, and the Authority agrees to supply such water. After Contract Year 2013, by submitting its projection for Authority Supplied Water each Customer agrees to purchase, and the Authority agrees to supply, that quantity of Authority Supplied Water identified in the first seven (7) Contract Years of the Total 20 Year Demand. Each Customer may annually update its Total 20 Year Demand and its projection of Authority Supplied Water. However, unless it otherwise has excess water capacity available, the Authority shall not be obligated to accept any change in demand for Authority Supplied Water within the upcoming seven (7) Contract Year period. Annually, the Authority shall issue an addendum to the Contract to update the New Water Supply Demands table at Exhibit “C” for the applicable years beyond Contract Year 2013 to reflect the first seven (7) Contract Years of projected demand for Authority Supplied Water by the Customers.



11.3 The parties acknowledge that the planning, permitting and construction of new Authority Water Supply Sources cannot exactly match the annual New Water Supply Demands. Therefore, the Authority will, from time to time, develop new Authority Water Supply Sources with water quantities that exceed immediate Customer demands. Upon the Authority determination to develop a specific Water Supply Source, the Authority shall assign a proportionate share of the new Water Supply Source Water Allocation to the Customers, to the extent practicable, by applying the new Water Supply Source project quantity to the most immediate New Water Supply Demands. The Authority shall assign Water Allocations to the Customers pro-rata based on their proportionate New Water Supply Demands at the time when the new Water Supply Source Water Allocation would be fully utilized by the total New Water Source Demand. For example, in year 2006, the Authority designates a new Water Supply Source project for 6 MGD to provide water by 2008. The total of New Water Supply Demands does not exceed 6 MGD until 2010, when it is 6.7 MGD. The Water Allocation assigned by the Authority to Customer A for the 6 MGD project is calculated by taking Customer A's New Water Supply Demand of 2.3 MGD for 2010 divided by the total of all the Customers' New Water Supply Demands of 6.7 for 2010 to determine the Customer Water Allocation Cost Percentage of 34.33%. When the Authority approves a new Water Supply Source project, it shall issue addendum to the following: (1) to increase and update the Water Allocation table at Exhibit "B;" (2) to update the Cost Allocation Percentages table at Exhibit "F" to show the new project's cost allocation percentages; and, (3) to update the table at Exhibit "H" to show the new project water quantity allocation. The Customers may only be assigned a Water Allocation for their New Water Supply Demands. All costs associated with a new Water Supply Source project, including, but not limited to, planning, design, and construction, shall be recovered from the Customer receiving the Water Allocations of the new Water Supply Source project.

12. **DESOTO DESIGNATION OF THE AUTHORITY AS ITS EXCLUSIVE PROVIDER OF WATER.** Notwithstanding the foregoing and pursuant to Section 8.1 of the Second Amended Interlocal Agreement, DeSoto elects to be an Exclusive Provider Customer. DeSoto agrees not to develop any additional Water Supply Sources beyond those currently existing identified in Exhibit "I" unless as a joint project with the Authority. If DeSoto meets its payment



obligations to the Authority, the Authority shall have the absolute and unequivocal obligation to develop and provide adequate potable water for DeSoto based upon its permissible future potable water demand as outlined herein. The Authority is free to meet DeSoto's water demands by any means it deems fit, including but not limited to using water from the Redistribution Pool or assignment of Water Allocation to meet DeSoto's demands and assigning the associated cost of constructing that portion of new Water Supply Sources to DeSoto as outlined herein.

- 12.1 Exclusive Provider Customer Water Allocation. DeSoto and the Authority agree that the current Water Allocation system must be adapted to assure that the Authority maintains its absolute and unequivocal obligation to provide adequate potable water for DeSoto and still assure that DeSoto pays its fair share of new water source development costs. For New Water Supply Demands, DeSoto has provided and agrees to continue to provide the Authority water demand projections in the same manner as other Customers pursuant to Section 11; however, the Authority shall use DeSoto's projections as well as other data collected by the Authority to set DeSoto's New Water Supply Demands for each Contract Year. DeSoto shall provide water demand projections in good faith and the Authority shall use its best efforts to match DeSoto's water demand to its assigned Water Allocation. This Water Allocation shall be used to determine DeSoto's Base Rate Charge and other share of costs in the same manner as all other Customers. Nothing in Section 12 shall allow the Authority to assign all or any portion of another Customer's Water Allocation to DeSoto.
- 12.2 Exclusive Provider Customer Water Allocation for the Redistribution Pool. The Authority may designate any portion of the DeSoto's Water Allocation as part of the Redistribution Pool.

13. **ALTERNATIVE DELIVERY.** The Authority shall consider alternative delivery, such as design-build, when developing new Water Supply Sources, including the REP.

14. **REFUNDING THE PRO BONDS.** The Authority shall issue Obligations to refund any and all debt outstanding and provide for the rights of bond holders for the PRO. Such refunding obligations shall be issued in an amount sufficient to provide for the payment of the principal of, redemption premium, if any, and interest on the outstanding debt to be refunded.



15. **SUPERSEDING AND REPLACING ALL PRIOR WATER SUPPLY CONTRACTS.** Upon full execution of this Contract and payment described in Section 14, this Contract shall supersede and replace the Amended Peace River Option Water Supply Contract dated March 8, 1996. Upon full execution of this Contract, this Contract shall supersede and replace all other water supply contracts with the Authority, including but not limited to the Peace River Option Water Supply Contract, dated September 20, 1995; the Peace River/Manasota Regional Water Supply Authority/City of North Port, Florida dated May 30, 1991; Peace River Water Supply Contract dated May 21, 1991; and the Acquisition Agreement dated May 15, 1991.

16. **WATER RATE.** For each Contract Year, each Customer with a Water Allocation from the Regional Water System shall pay the Authority the Water Rate adopted by resolution of the Authority Board.

16.1 **Rate Setting.** In conjunction with the Authority's annual budget development and adoption process, the Authority shall fix a Water Rate consisting of the Base Rate Charge (adjusted as necessary for customer financing), DeSoto Payment, and Water Use Charge to be paid on a monthly basis by the Customers for water furnished by the Authority. The Authority shall charge and collect rates that are reasonable and just for all Customers. The rates are not subject to the supervision or regulation by any other commission, board, bureau, agency or other political subdivision or agency of the county or state. Unless a common rate is established for all Debt Service Cost components of the Authority Water Supply Facilities, in determining a Customer's Water Rate, the Authority shall allocate to each Customer, a Base Rate Charge as follows: (1) the Base Rate Charge for 12 MGD 1991 Facility known as the Peace River Regional Water Treatment Facility pursuant to the 1991 Facility percentages set forth on Exhibit "F", (2) the 6 MGD PRO shall be allocated pursuant to the PRO percentages



set forth on Exhibit "F", and (3) the Base Rate Charge for the 14.7 MGD REP shall be allocated pursuant to the REP percentages set forth on Exhibit "F". All Debt Service Cost for new Authority Water Supply Sources and other costs associated therewith, such as reserves, coverages, expansion of existing water supply, or the fixed water purchase costs associated with a new Water Supply Source shall be combined with the REP Debt Service Cost for the common Debt Service Cost in the Water Rate. Provided, however, any Customer has the right to carry its own financing or pay in advance for their portion of a new Water Supply Source or expansion of the Authority Water Supply Facility and, in such event, the Debt Service Costs component of the Water Rate shall be adjusted accordingly.

16.2 Customer Financing. Each Customer shall have the option to issue their own debt or pay with its available money with respect to its portion of any new Authority Water Supply Source. The entire payment for a Customer's proportionate share shall be made to the Authority within fourteen (14) days of the Authority bond closing. The Authority shall provide notice to all Customers of the Authority bond closing date thirty (30) days prior to the Authority bond closing. To the extent not inconsistent with the Financing Documents, the Base Rate Charge for a Customer who issues its own debt or pays in advance for any such new Water Supply Source (including the REP) shall be adjusted to remove that Customer's Debt Service Costs attributed to the Customer's Water Allocation corresponding to the payment by the Customer for that new Water Supply Source or expansion.

16.3 Accounting, Audits and Adjustments. The Authority shall maintain accounts and records for all funds received and disbursed by it with respect to the Authority Water Supply Facilities in accordance with generally accepted accounting practices applicable to governmental owned and operated water utilities. On an annual basis, the Authority shall



provide for an audit to be conducted by a recognized certified public accounting firm experienced in water utility audits.

- 16.4 Joint Authority and Customer REP Review and Oversight. Each Party shall designate a staff representative for a joint Authority and Customer committee for the review and oversight of the REP design and construction activities. The Executive Director of the Authority shall be the Authority representative on the committee.
- 16.5 Water Charge to Customers. Each Customer shall pay the Authority its invoiced Water Rate and any applicable Conservation Rate charges on a monthly basis following the calendar month in which the charges were incurred and invoiced. The Customers shall submit payment to the Authority for the monthly charges within thirty (30) days of receipt of the invoice. Failure to pay monies shall create a debt with respect to the non-paying Customer's utility system. A Customer that fails to pay within ninety (90) days after the Authority has mailed its invoice shall be in default pursuant to this Contract. Upon thirty (30) days written notice, the Authority may discontinue delivery of water to any Customer in default for nonpayment and/or may transfer the defaulting Customer's Water Allocation in whole or in part to another Customer in good standing, for the remaining term of this Contract.
- 16.6 Source of Payments. Each Customer's obligation to pay any monies due under this Contract does not constitute general indebtedness. Neither the Authority nor the holders of any obligations issued by the Authority in order to finance or refinance the expansion, alteration, improvement, replacement or operation of the Authority Water Supply Facilities shall have a right to require or compel any Customer to exercise its ad valorem taxing power to pay its obligations and liabilities under this contract or to compel payment from any source other than as indicated in this Section. Each of the Customers, however, shall and do hereby



covenant to set water rates for its respective customers at a level sufficient to pay all monies due the Authority under this Contract.

16.7 DeSoto Payment. The Authority shall collect from its Customers in accordance with Exhibit “A”, the DeSoto Payment and remit it to DeSoto. If the quantities of water allocated to the Authority under SWFWMD Water Use Permit Number 2010420.01 issued in 1996 for 32.7 MGD annual average water use are modified or if additional entities become Customers of the Authority, then the amount of the DeSoto Payment to be paid to DeSoto shall be readdressed by all Parties to this Contract.

**17. FUNDING FOR MANAGEMENT AND PLANNING.** It is acknowledged that Management and Planning Costs of the Authority may be obtained from the Customers in a manner determined by the Authority Board, and that additional funds available for Management and Planning Costs shall be sought by the Authority from the federal and state government, including but not limited to the Florida Department of Environmental Protection, Florida Department of Community Affairs, the Southwest Florida Water Management District, the Basin Boards of the Southwest Florida Water Management District, and appropriate utilities and agencies.

**18. PAYMENT TO CHARLOTTE FOR OVERSIZED FACILITIES.** Pursuant to prior contract provisions, payment is due to Charlotte for certain oversized facilities. Any Customer may prepay its portion of the Charlotte Oversized Facilities Payment directly to Charlotte, but must elect to do so on or before October 15, 2005 with immediate notice to the Authority and payment to Charlotte by November 30, 2005.

18.1 Payment for Oversized Facilities for the PRO. The PRO oversized facility payment was made to Charlotte in the amount of \$3,191,883.00. When the PRO bonds are refunded, Customers other than Charlotte are to pay the Debt Service Cost on the remaining financed portion of the \$3,191,883.00



with Sarasota paying 87.5% and DeSoto paying 12.5%.

- 18.2 Payment for Oversized Facilities for the REP. The Authority shall pay Charlotte all remaining oversized facility charges totaling \$3,287,098.00 upon closing of the bond issuance for the REP. This payment is calculated as the total oversize facility charge of \$4,515,864.00 less Charlotte's portion of 27.21% of the REP allocation percentage from Exhibit "F", or \$1,228,766.00. All obligations to Charlotte for oversized facilities payment set forth in all previous contracts or agreements, including but not limited to, the Peace River Water Supply Contract dated May 21, 1991; the Amended Interlocal Agreement creating the Peace River/Manasota Regional Water Supply Authority dated May 21, 1991; and the Acquisition Agreement dated May 21, 1991, shall be satisfied upon receipt of the payment by Charlotte of the \$3,287,098.00. The REP oversized facilities payment is to be paid by Customers other than Charlotte, and shall be based on the Debt Service Cost associated with financed portion of the oversized facilities payment to Charlotte of \$3,287,098.00 for the REP and shall be allocated with Sarasota paying 85.62%, North Port paying 13.28% and DeSoto paying 1.1%.

**19. PAYMENT TO CHARLOTTE FOR PEACE RIVER REGIONAL WATER TREATMENT FACILITY ("1991 FACILITY").** Upon payment of the \$3,287,098.00 specified above, the Authority's total debt to Charlotte for the transfer from Charlotte of the 1991 Facility shall be \$18,299,274.17 with the Authority annually paying \$1,971,557.00 in equal installments on a monthly basis, with the last payment being on October 1, 2021. The redemption of this debt shall be governed by Exhibit "J". The Authority's payment to Charlotte for the 1991 Facility shall be allocated among DeSoto, Charlotte and North Port pursuant to the 1991 Facility cost allocation percentages set forth on Exhibit "F". This payment schedule shall supersede and replace any prior agreement, contract or other document for any payment or Obligation to Charlotte for transfer of the



1991 Facility or any other assets, real estate, facilities or any other property or service to the Authority prior to the date of this Contract.

20. **NORTH PORT PAYMENT TO CHARLOTTE.** Pursuant to the Peace River/Manasota Regional Water Supply Authority/City of North Port, Florida Water Supply Contract dated May 30, 1991, Charlotte reserved water capacity for a period of time for North Port. North Port was then obligated to repay the cost of the water reservation to Charlotte. Payment by North Port through the Authority to Charlotte has been made since 1992 at a monthly amount of \$398.42. Since the Master Water Supply Contract supersedes the Peace River/Manasota Regional Water Supply Authority/City of North Port, Florida Water Supply Contract dated May 30, 1991, this North Port obligation is established in this Contract. North Port shall pay the Authority \$398.42 monthly with the last payment on October 1, 2021. The Authority shall pass through the payment being made to Charlotte each month.

21. **TRANSFER OF DESOTO FACILITY.** Provided a transfer agreement is executed by DeSoto and the Authority, the Authority shall pay DeSoto \$800,000.00 for DeSoto to transfer to the Authority the real property and water well, appurtenances and any necessary permits for use of the water well and specified facilities in place identified in the transfer agreement. This payment from the Authority shall be funded from REP Debt Service Cost. The payment to DeSoto will be in the form of a credit for DeSoto's payment obligation pursuant to the DeSoto County Regional Pipeline Extension Amended Pipeline Agreement dated June 21, 2004.

22. **DEVELOPMENT OF FUTURE WATER SOURCES.** The Authority and its Customers shall develop new Water Supply Facilities as follows:

22.1. General. The Authority shall develop new Authority Water Supply Facilities to meet the water demands of its Customers in Exhibits "B" and "C" which will reflect the projections



provided as specified above or at the determination of the Authority for DeSoto.

22.2 Procedures for New Authority Water Supply Facilities. The Authority shall 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. For new Authority Water Supply Facilities located or proposed to be located within the jurisdiction of North Port, North Port shall be the sole entity that grants or denies consent to the Authority.

22.2.1. The Authority shall provide written notification of its intention to apply or seek the transfer of a Permit for new Authority Water Supply Facilities to the Customer in whose jurisdiction the Authority Water Supply Facilities are located or will be located. Such notification shall be given no less than sixty (60) days prior to submitting the Permit application or requesting the Permit transfer. The Customer shall notify the Authority within sixty (60) days of its decision to grant or deny consent to the Authority to acquire, develop, construct or operate the new Authority Water Supply Facilities within its jurisdiction. If a Customer denies consent, the Customer's notification shall provide an explanation of the reasons for denial.

22.2.2. Upon notification of denial by a Customer to the Authority, a meeting between the staff of the Authority and the Customer shall be held within forty-five (45) days of the notification of denial. This meeting shall be organized and scheduled by the Authority. During this meeting, the staff of the Authority and the Customer shall attempt to reach an agreement to grant consent to the Authority to acquire, develop, construct or operate new Authority Water Supply Facilities within the Customer's jurisdiction.

22.2.3. If no agreement is reached within forty-five (45) days of notification of denial, the Authority and the Customer shall participate in mediation, the costs of which shall be equally divided between them. The Authority and the Customer shall endeavor in good faith to select a mutually acceptable mediator. If the Authority and the Customer are unable to mutually agree on a mediator within fourteen (14) days after the staff meeting held pursuant to paragraph 22.2.2., the Authority and the Customer shall agree to accept a mediator selected by the Florida Conflict Resolution Consortium. Upon the selection of a mediator, the Authority and the Customer shall schedule mediation to occur within fourteen (14) days. Mediation shall be completed within forty-five (45) days of the first mediation conference unless extended by mutual written agreement of the Authority and the Customer. Subsections (b), (c), (d), and (e) of Rule 1.720 of the Florida Rules of Civil Procedure are applicable to the mediation proceedings. Designees of the Authority and the Customer attending the mediation shall include a governing body member who has the full authority to negotiate on behalf of its entity and to recommend an agreement to its governing body. In the event of any breach or failure to perform mediation under this section, the Authority or Customer may seek appropriate remedies to mandate this mediation process.

22.2.4 If consent to the Authority by a Customer is not agreed to at the mediation, the Authority shall withdraw the Permit application or request for Permit transfer.

22.3 Procedure for the Authority's Customers. Whenever a Customer ("Applicant Customer")



intends to apply or seek the transfer of a Permit for Water Supply Facilities located or that will be located within the jurisdiction of another Customer, the Applicant Customer shall provide written notification of its intention to apply or seek the transfer of a Permit for Water Supply Facilities to the Customer (“Host Customer”) in whose jurisdiction the Water Supply Facilities are located or will be located. Such notification shall be given no less than sixty (60) days prior to submitting the Permit application or requesting the Permit transfer. The Host Customer shall notify the Applicant Customer within sixty (60) days of its decision to grant or deny consent to the Applicant Customer to acquire, develop, construct or operate the Water Supply Source within its jurisdiction. If a Host Customer denies consent, the Host Customer’s notification shall provide an explanation of the reasons for denial. The Applicant Customer shall immediately withdraw its Permit application or request for transfer of a Permit upon notification of denial by the Host Customer.

**23. HYDRAULIC CAPACITY ENTITLEMENT IN REGIONAL TRANSMISSION**

**SYSTEM.** Each Customer shall be provided its respective Hydraulic Capacity Entitlement of the hydraulic capacity in the transmission facilities that has been constructed at the time of execution of this Contract or will be constructed by the Authority during the term of this Contract for the benefit of such Customer(s) to deliver potable water from the Regional Water System to the respective Customer(s) Delivery Point. Each Customer’s Hydraulic Capacity Entitlement percentage or amount in the current Regional Transmission System is set forth on Exhibit “E”. A Customer’s Hydraulic Capacity Entitlement in segments of the Regional Transmission System constructed after the date of this Contract will be determined on a transmission line segment basis by the Authority. All Hydraulic Capacity Entitlement Cost of the Hydraulic Capacity Entitlement will be the sole responsibility of the Customer(s) benefiting from such facilities. If more than one Customer uses the



same transmission segment as designated by the Authority, then each shall pay their proportionate share of the Hydraulic Capacity Entitlement Cost.

23.1 In the event a Customer requests capacity in a transmission line segment that is an existing component of the Regional Transmission System, and the capacity percentage of which has been fully allocated, the Authority shall not grant capacity to the requesting Customer without first obtaining approval from the Customer(s) to whom the hydraulic capacity in that transmission line has previously been allocated. In the event the Authority modifies the Hydraulic Capacity Entitlement, the application of all future service rates and charges will be adjusted accordingly.

23.2 If requested by North Port, the Authority shall construct, and North Port shall pay for its proportional share of the Hydraulic Capacity Entitlement Cost of a new segment of the Regional Transmission System between Delivery Points identified by North Port and acceptable to the Authority on the basis of system hydraulics. The Authority and North Port may agree to a water delivery alternative utilizing the existing stub-outs along the 42-Inch RTS (2) transmission main identified in Exhibit "D", subject to the change of apportionment of Hydraulic Capacity Entitlement Cost on terms mutually agreeable to North Port, Sarasota and Authority.

**24. ADDITIONAL REPRESENTATIONS, WARRANTIES AND COVENANTS**

**OF THE AUTHORITY.** The Authority hereby represents, warrants and covenants to the Customers as follows:

24.1 System Operation. Operation and maintenance of the Authority Water Supply Facilities shall be the responsibility and the obligation of the Authority. The Authority shall be responsible to adopt an adequate budget to pay all of the Operating and Maintenance Costs of the



Authority, to satisfy all the Authority's Obligations, to provide for the requisite Bond Coverage Costs to meet all required tests set forth in the Financing Documents, to provide for renewal and replacement costs to keep the Authority Water Supply Facilities in good operating order and to provide for any sinking funds and other reserves necessary to provide the water service as set forth in this Master Water Supply Contract. The Authority shall provide sufficient personnel, with appropriate experience to undertake all regulatory requirements, including, but not limited to, those imposed by the Florida Department of Environmental Protection, the Southwest Florida Water Management District, the State of Florida Department of Health and the United States Environmental Protection Agency. If new regulatory requirements necessitate capital improvements or budget amendments, the Authority shall take all necessary actions to accomplish the same. The Authority shall be responsible for all regulatory violations including compliance costs or penalties assessed for same, which arise out of or are solely created through: (1) material errors or omissions by its personnel and agents in the day-to-day operations of the Authority Water Supply Facilities; or (2) the failure of the Authority to timely proceed administratively to undertake or complete a requirement imposed by any regulatory agency in any consent order or operating permit. The Authority shall maintain adequate catastrophic insurance on the Authority Water Supply Facilities on such terms and amounts as established by the Authority.

24.2 Water Quality. The Authority shall use its best efforts to deliver water of good and uniform quality from the Authority Water Supply Facilities to the Delivery Point(s). The water delivered by the Authority to the Delivery Point(s) shall be stabilized and shall meet all federal, state or regional regulations and orders relating to drinking water, which are applicable to water produced, stored and transported at and through the Authority Water



Supply Facilities.

24.3 Water Measurement. The Authority shall use its reasonable efforts to measure all water delivered to the Delivery Point(s) of Customers. The Authority shall own and maintain the meters at all Delivery Point(s). The Authority shall maintain complete and accurate records of its water measurements. Water flow measurements recorded by the Authority shall be the exclusive means of determining the quantity of water delivered to the Delivery Point(s) under this Contract. The metering equipment shall be of standard make and type, installed at a readily accessible location, and shall record flow with accuracy sufficient to meet all applicable reporting requirements. The Authority will check the accuracy of the meters annually, provide a report regarding the condition, accuracy and state of the meters and provide for a certified calibration test and any appropriate recalibration. Upon request and at the expense of the Customer, the Authority shall make arrangements for a meter test to be conducted by an independent testing facility who shall conform to the manufacture's standards and where appropriate conduct the test as a field test. The Customers may be present when the meters are checked for accuracy, and the test records shall be made available for inspection by the Customers upon reasonable request. If the accuracy of the meter is determined to be at least four (4) percent beyond the limits prescribed by the manufacturer, the meter will be assumed to have been inaccurate from the mid-point of the time since the last annual inspection, or the last calibration, or the last independently certified test, or the last six (6) months whichever is less. The following month's billing will be adjusted taking into account the nature of the inaccuracy to show a credit or additional charge to the respective Customer for the metered flow for that period.

24.4 Permits. The Authority shall use its best efforts to obtain all Permits necessary to provide



the Customers with water in accordance with the Water Allocations, New Water Supply Demands and its duty to its Exclusive Provider Customer(s).

24.5 Financing the Authority Water Supply Facilities. The Authority shall use its best efforts to borrow funds and to set adequate reserves and budgeted expenditures necessary to cover costs to be incurred in constructing, acquiring, operating, maintaining, repairing, replacing or upgrading the Authority Water Supply Facilities.

24.6 Acquisition of Real Property. The Authority shall use its best efforts to acquire all interest in real and personal property (if any) necessary for the expansion, construction, management and operation of the Authority Water Supply Facilities. The Authority shall retain in its own name any interest in real property acquired in connection with the Authority Water Supply Facilities.

24.7 Water Pressures. The Authority shall use its best efforts to supply water under normal operating conditions at the Annual Average Daily Quantity at a pressure not less than 65 psi at the Customer Delivery Point(s) to the Customer unless a different pressure is specified in Exhibit "D". The Authority will not be responsible for interruptions or abnormal operating conditions that cause reduced pressures for interim periods that are beyond the Authority's control.

24.8 Priority of Payment. All monies received by the Authority from the Customers pursuant to this Contract shall be applied in the following order of priority:

FIRST: To the payment of Operating and Maintenance Cost (other than renewal of replacement costs) as provided in the Financing Documents for the Obligations;

SECOND: To the payment of Debt Service Cost as provided in the Financing Documents for the Obligations;



THIRD: To the payment of the renewal and replacement costs;

FOURTH: To the payment of the DeSoto Payment and Charlotte Obligations;

FIFTH: To the payment of any charges or Obligations due and owing by the Authority.

**25. ADDITIONAL REPRESENTATIONS, WARRANTIES AND COVENANTS**

**OF THE CUSTOMERS.** The Customers hereby represent, warrant and covenant to the Authority as follows:

25.1 Irrevocable Commitment to Pay. The Customers recognize that circumstances, such as equipment maintenance or failure, construction delays, failure to obtain Permits, limitations on Permits, transmission line ruptures or defects, acts of God, etc., may prevent the performance by the Authority of its obligations pursuant to this Contract. Under such circumstances, the Customers shall continue to pay their respective Water Rate throughout the term of this Contract. Said payments by the Customers shall be made without notice or demand and without set-off, counterclaim, abatement, suspension or deduction. The Authority is undertaking construction of the REP and additional water supply projects and operation and maintenance of the Authority Water Supply Facilities based in part on the representations, warranties and covenants of the Customers set forth in this Contract.

25.2 Acquisition of Real Property. Subject to Section 22 herein, the Customers shall promptly cooperate with the Authority in acquiring all interests in real property necessary to construct, manage and operate the Authority Water Supply Facilities and Water Supply Sources.

25.3 Utility System Charges. The Customers shall fix, revise, maintain and collect such fees, rates, tariffs, rentals or other charges for the use of products, services and facilities of their water utility systems as shall be necessary to fund the timely payment of their respective



obligations and liabilities under this Contract as well as all other obligations payable from the revenues of their water systems.

- 25.4 Cooperation on Permits. Subject to Section 22 herein, for the construction and operation of the facilities necessary for the REP and future Authority Water Supply Sources, the Customers shall promptly cooperate with the Authority in obtaining any and all Permits necessary or convenient for construction, expansion, alteration, replacement or operation.
- 25.5 Cooperation on the REP. The Customers shall promptly cooperate with the Authority in operating or expanding for the REP.
- 25.6 Utility System Operation and Maintenance Account. Each Customer shall maintain its water utility system operation and maintenance accounts throughout the term of this Contract for the purpose of paying its obligations and liabilities under this Contract. At all times during the term of this Contract, the Customers' obligations and liabilities under this Contract shall be considered an operating expense of its water utility systems and shall be paid from its water utility systems operation and maintenance accounts or capacity fee account or facility investment fees, if appropriate; provided, however, that such obligations and liabilities of a Customer shall not be considered an operating expense of its water utility system nor need it be paid from the operation and maintenance account to the extent the Customer has budgeted and appropriated legally available moneys for such purpose and is current on all its obligations arising hereunder. For the purpose of paying their obligations and liabilities under this Contract, Customers may utilize, in addition to their water utility operation and maintenance accounts, facility investment fees or other capacity fees as identified in their adopted rate resolutions.
- 25.7 Cooperation on Issuance of Authority Obligations. Each Customer shall cooperate with the



Authority in issuance of the Authority's Obligations. In such connection, each Customer and the Authority shall comply with reasonable requests of each other and will, upon request, do as follows: (i) make available general and financial information about itself; (ii) consent to publication and distribution of its financial information; (iii) certify that its general and financial information is accurate, does not contain any untrue statements of a material fact and does not omit a material fact necessary to make the statements in the information, in light of circumstances under which they are made, not misleading; (iv) make available certified copies of official proceedings; (v) provide reasonable certifications to be used in a transcript of closing documents; and (vi) provide and pay for reasonable requested opinions of counsel as to the validity of its actions taken in respect to and the binding effect of the Second Amended Interlocal Agreement and this Contract, and pending litigation which could materially affect its performance hereunder. Each Customer shall provide the Authority reasonable assurance that no actions taken by it shall adversely affect the exclusion from gross income of interest on the Authority's Obligations for purposes of federal income taxation. Each Customer covenants to assist the Authority in any reasonable manner with respect to the issuance of such Obligations, including but not limited to participation and assistance with any court proceeding seeking to validate the Obligations pursuant to Chapter 75, Florida Statutes.

- 25.8 Payment for Obligations. If a Customer defaults on the payment of its Water Rate established pursuant to this Contract, each non-defaulting Customer shall have the option to take the defaulting Customer's pro-rata share (based of each Customer's percentage of the total Water Allocation of the Authority) and corresponding payment obligation of the defaulting Customer's Water Allocation within sixty (60) days of notice of the defaulting



Customer's Water Allocation from the Authority. If any of the defaulting Customer's Water Allocation remains after the expiration of sixty (60) days notice period, then each non-defaulting Customer may by mutual agreement with the Authority take any or all of the remaining Water Allocation and corresponding payment obligation created by the default. Any portion of the defaulting Customer's Water Allocation that remains unallocated shall be added to the Redistribution Pool or designated as Authority water capacity; however, these actions shall not relieve the defaulting Customer of its payment obligation to the Authority.

26. **PLEDGE OF CONTRACT REVENUES.** The Authority may pledge any payments, interest or other income or revenues derived under this Contract for the purpose of securing any revenue bonds issued by the Authority to finance the REP and new water supply projects of the Authority Water Supply Facilities.

27. **NORTH PORT'S OPTION TO BECOME A MEMBER.** If the Authority pursuant to the process set forth in the Second Amended Interlocal Agreement, adds a municipality as an Authority Member Government, then North Port at its option may become a member of the Authority upon the same terms and conditions as the new municipality member. North Port must exercise its option within thirty (30) days of the effective date of the amendment to the Second Amended Interlocal Agreement adding the new municipality as a member.

28. **IMPLEMENTATION AGREEMENT.** An Implementation Agreement dated March 8, 1996 was entered into by the Authority and Charlotte that provides, in part, that no further expansion of the Peace River Regional Water Treatment Facility beyond the PRO can be implemented without the Southwest Florida Water Management District setting the Minimum Flow and Levels for the Peace River. Charlotte, without waiving the application of the Implementation Agreement to any further expansion of the Authority Water Supply Facilities beyond the REP, agrees



not to apply the provision of the Implementation Agreement to the development, construction or operation of the REP. However, the Implementation Agreement applies to any further expansion of the Peace River Regional Water Treatment Facility beyond the REP; and it requires that before any further expansion is implemented, Minimum Flows and Levels must be set for the Peace River or the Authority must complete a Section 403.412, Florida Statutes, action including an appeal of an adverse ruling of the lower tribunal, against the District to require it to set Minimum Flows and Levels for the Peace River.

29. **RE-RATING REGIONAL WATER SYSTEM.** To the extent that any component of the Regional Water System is re-rated or treatment capacity is modified with the appropriate regulatory agencies (either an increase or decrease in capacity), then each Customer's corresponding Water Allocation will be adjusted pro-rata on a basis consistent with the Cost Allocation percentage of each Customer. The Authority agrees not to initiate a re-rating process with the intent to reduce System Capacity. For example, a Customer with a Water Allocation of 10% would receive an increase in Water Allocation of 100,000 gallons per day for a 1,000,000 gallon per day re-rating increase. To the extent that the re-rating of the Regional Water System results in the incurrence of additional capital expenditures, the Authority will notify the affected Customers of such expenditures. The expenditures required for and the associated re-rating will be allocated proportionately pursuant to the Water Allocation percentage unless any Customer(s) decide not to participate in the cost and associated benefits of the re-rating. If a Customer does not participate in the re-rating, then the change in Water Allocation and the expenditures will be allocated pro-rata to the participating Customers in accordance with their Water Allocation. All expenditures associated with re-rating will be the responsibility of the participating Customers and are to be paid to the Authority in accordance with the Contract. To the extent any increase in Water Allocation is not



allocated to the Customers, it shall be transferred to the Redistribution Pool.

30. **DEFAULT AND REMEDY.** Recognizing the region's paramount need for a safe and dependable source of water supply, the Parties agree this Contract may not be terminated prior to the normal expiration date specified in Section 2 and the remedy for a breach of the Contract shall be specific performance, injunctive relief and any other equitable relief, as well as monetary damages.

31. **DESIGNATION AS REPRESENTATIVE AND CO-APPLICANT STATUS.** The Authority and the Customers shall be co-applicants for any SWFWMD water use permits needed for the Authority Water Supply Facilities and Authority Water Supply Sources. Subject to Section 22 herein, the Customers shall waive all objections to the Permit applications relating to the acquisition, operation, replacement or expansion of the Authority Water Supply Facilities and Authority Water Supply Sources issued by a federal, state, or regional governmental entity. The Customers hereby designate the Authority as their representative with respect to any such Permit or in any administrative or judicial proceeding relating thereto.

32. **APPLICABLE LAW AND VENUE.** The laws of the State of Florida govern the validity, interpretation, construction and performance of this Contract and venue for any suit involving this Contract shall be in Hillsborough County, Florida.

33. **NO ASSIGNMENT.** The rights, obligations and interests of the Customers and Authority under this Contract may not be wholly or partially sold, assigned, transferred, pledged or hypothecated unless approved in writing by all Parties.

34. **NOTICE.** All notices, demands, requests and other communications shall be deemed sufficient and properly given, if in writing and delivered in person to the following addresses, sent by certified or registered mail, or by overnight delivery, postage prepaid with return receipt requested, at such addresses; provided, if such notices demands, requests or other



communications are sent by mail or overnight delivery, 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, 1645 Barber Road, Suite A, Sarasota, Florida 34240; the Charlotte County Administrator's Office, Charlotte County Administration Center, 18500 Murdock Circle, Port Charlotte, Florida 33948-1094; Manatee County Administrator's Office, Manatee County Administration Center, 1112 Manatee Avenue West, Suite 920, Bradenton, Florida 34205; the DeSoto County Administrator's Office, 201 East Oak Street, Arcadia, Florida 34266; the Sarasota County Administrator's Office, 1660 Ringling Boulevard, Sarasota, Florida 34236; and the North Port City Manager's Office, 5650 North Port Boulevard, North Port, Florida 34287. Any Party may, by like notice, designate any further or different addresses to which subsequent notices shall be sent.

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.

36. **THIRD PARTY BENEFICIARIES.** No right or cause of action shall accrue upon or by reason hereof, or for the benefit of any person not expressly named as a Party in this Contract, except for any holders of Obligations and/or credit enhancers relating to Obligations who shall be third party beneficiaries of this Contract.

37. **WAIVER.** Unless otherwise specifically provided by the terms of this Contract, no delay or failure to exercise a right resulting from any breach of this Contract 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 Contract 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 expressly or impliedly, any other breach under this Contract.

38. **AUTHORIZED REPRESENTATIVES.** For purposes of this Contract, the Parties authorized representatives are as follows: the Authority Executive Director, the Charlotte County Administrator, the DeSoto County Administrator, the Manatee County Administrator, the Sarasota County Administrator, and the City of North Port City Manager. Any Party may change its authorized representative at any time by written notice to all other Parties.

39. **SECTION CAPTIONS AND REFERENCES.** The section headings and captions contained herein are included for convenience only and shall not be considered part of this Contract or affect in any manner its construction or interpretation. Except as otherwise indicated, all references herein to sections are to sections of this Contract.

40. **SEVERABILITY.** In the event any provision of this Contract shall, for any reason, be determined invalid, illegal or unenforceable in any respect, the Parties shall negotiate in good faith and agree to such amendments, modifications or supplements to this Contract 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 Contract, as amended, modified, supplemented or otherwise affected by such action, shall remain in full force and effect.

41. **ATTORNEYS FEES AND COST.** In the event there is litigation arising under or related to this Contract, the losing Party or Parties shall pay to the successful Party or Parties all attorney's fees and costs and expenses incurred in enforcing the Contract, including attorneys' fees incurred on appeal, in adversarial administrative proceedings and in connection with bankruptcy



proceedings, to the extent allowed by law. This provision shall survive the termination of this Contract.

42. **AMENDMENT.** This Contract may only be amended by a writing duly executed by the Authority, Manatee, Charlotte, DeSoto, Sarasota and North Port and only to the extent permitted by the Financing Documents authorizing the issuance of the Obligations.

43. **ENTIRE AGREEMENT.** This Contract shall constitute the entire agreement of the Authority, Charlotte, Manatee, DeSoto, Sarasota, and North Port with respect to the Authority's provision of drinking water supply.

44. **FURTHER ASSURANCES.** The Authority, Manatee, Charlotte, DeSoto, Sarasota, and North Port each shall use all reasonable efforts to provide such information, execute such further instruments and documents and take actions as may be reasonably requested by another Party and not inconsistent with the provisions of this Contract and not involving the assumption of obligations or liabilities different from, in excess of or in addition to those expressly provided for in this Contract to carry out the intent of this Contract.

45. **CONSENTS.** To the extent that the consent of any Party to this Contract is required as a condition to the action of other Parties, such consent shall not be unreasonably withheld.

46. **SUCCESSORS AND ASSIGNS.** This Contract shall be binding upon and inure to the benefit of the respective successors, permitted assigns, administrators and trustees of the Authority, Manatee, Charlotte, DeSoto, Sarasota, and North Port.

47. **EXECUTION OF DOCUMENTS.** This Contract shall be executed in fifteen (15) duplicate originals, any of which shall be regarded for all purposes as an original and all of which shall constitute one and the same instrument.



48. **INTERLOCAL AGREEMENT.** This Contract shall constitute an interlocal agreement pursuant to Section 163.01, Florida Statutes. A true and correct copy of this Contract and any subsequent amendments shall be recorded by the Authority with the clerk of the circuit court in Manatee, Charlotte, DeSoto and Sarasota.

49. **AMBIGUITY.** The Parties agree that each one has played an equal part in the negotiation and drafting of this Contract, and in the event any ambiguity should be asserted or realized in the interpretation or construction of this Contract, the result of such ambiguity shall be equally assumed and realized by each Party.

50. **SOVERIGN IMMUNITY.** The Customers intend to avail themselves to 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 the Customers are not jointly liable for the torts of the officers or employees of the Authority, or any other tort attributable to the Authority, and that only the Authority shall be liable for torts attributable to it or for 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. The Customers intend the Authority to have all the privileges and immunities from liability and exemptions from laws, ordinances, rules and common law which apply to the municipalities and counties of the State of Florida. Nothing in this Contract is intended to inure to the benefit of any third-party for the purposes of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

51. **CONFLICT WITH INTERLOCAL AGREEMENT.** To the extent any provision herein shall conflict with a provision in the Second Amended Interlocal Agreement, the provision in the Second Amended Interlocal Agreement shall be controlling.



52. **GOOD FAITH.** The Parties agree to exercise good faith and fair dealing in respect to all matters relating to this Contract.

53. **WATER PURCHASE.** The Customers shall have a preferential right to purchase water from the Authority. The Authority may purchase water from any source available.

**IN WITNESS WHEREOF**, the Authority, Manatee, Charlotte, DeSoto, Sarasota, and North Port have executed this Contract on the day, month and year first above written.

PEACE RIVER/MANASOTA REGIONAL  
WATER SUPPLY AUTHORITY

WITNESS:

Edward Yates  
Linda Stewart

By: Patricia M. Glass  
Date: October 5, 2005



Approved as to form:  
[Signature]  
Attorney for Peace River/Manasota  
Regional Water Supply Authority



STATE OF FLORIDA  
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared, Patricia M. Glass, 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 Patricia M. Glass, acknowledged before me that Patricia M. Glass, 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 5th day of October, 2005.

Edward Yates  
Notary Public, My  
Commission  
Expires:



CHARLOTTE COUNTY  
BOARD OF COUNTY COMMISSIONERS

WITNESS:

[Signature]  
[Signature]

By: [Signature]  
Sara J. Devos, Chairman  
Date: 9/29/05

Approved as to form:

[Signature]  
Attorney for Charlotte County MB  
Janette S. Knowlton  
LR #05-43

ATTEST:  
Barbara T. Scott, Clerk of Circuit  
Court and Ex-Officio Clerk to the  
Board of County Commissioners

By: [Signature]  
Deputy Clerk

STATE OF FLORIDA  
COUNTY OF CHARLOTTE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared, Sara J. Devos, to me known to be the person described in and who executed the foregoing instrument on behalf of the Charlotte County, and \_\_\_\_\_, acknowledged before me that \_\_\_\_\_, 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 29<sup>th</sup> day of September, 2005.

[Signature]  
Notary Public, My  
Commission  
Expires: NOTARY PUBLIC-STATE OF FLORIDA  
Stacey K. Miller  
Commission # DD448505  
Expires: JULY 07, 2009  
Bonded Thru Atlantic Bonding Co., Inc.



DESOTO COUNTY

WITNESS:

Craig M. Cotter  
Anna Holt

By: Ronald P Neads

Date: September 13, 2005

Approved as to form:

Basile A. Broussard  
Attorney for DeSoto County

STATE OF FLORIDA  
COUNTY OF DESOTO

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared, RONALD P. NEADS, to me known to be the person described in and who executed the foregoing instrument on behalf of the DeSoto County, and RONALD P. NEADS, acknowledged before me that RONALD P. NEADS, 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 14<sup>th</sup> day of September, 2005.

Carol Treadwell  
Notary Public, My  
Commission  
Expires:



Peace River/Manasota Regional Water Supply Authority Master Water Supply Contract

MANATEE COUNTY

WITNESS:

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

*[Signature]*  
9/20/05

Date: \_\_\_\_\_



Approved as to form:

Not applicable

Attorney for Manatee County

ATTEST:

R. B. SHORE

Clerk of the Circuit Court

By: \_\_\_\_\_

*[Signature]*  
RS

STATE OF FLORIDA  
COUNTY OF MANATEE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared, \_\_\_\_\_, to me known to be the person described in and who executed the foregoing instrument on behalf of the Manatee County, and \_\_\_\_\_, acknowledged before me that \_\_\_\_\_, 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 \_\_\_\_\_, 2005.

\_\_\_\_\_  
Notary Public, My  
Commission  
Expires:



SARASOTA COUNTY

WITNESS:

Kathleen Schneider  
Shirley Gray

By: Paul H. Mercier

Date: SEPTEMBER 29, 2005



Approved as to form:

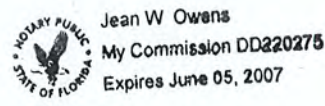
[Signature]  
Attorney for Sarasota County *KH*

STATE OF FLORIDA  
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared, PAUL H. MERCIER, to me known to be the person described in and who executed the foregoing instrument on behalf of the Sarasota County, 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 29th day of SEPTEMBER, 2005.

Jean W Owens  
Notary Public, My  
Commission  
Expires:



WITNESS:

*Robert K. Pol*  
*Cynthia Mick*

CITY OF NORTH PORT

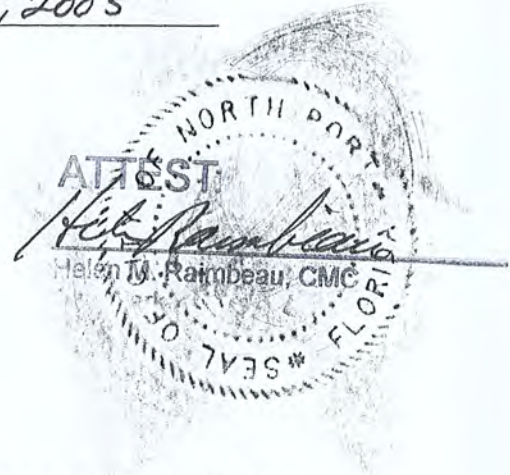
*Richard A. Lockhart, Commission Chair*

By: *[Signature]*

Date: *October 4, 2005*

Approved as to form:

*Robert K. Pol*  
Attorney for City of North Port



STATE OF FLORIDA  
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared, *Commissioner Richard A. Lockhart*, to me known to be the person described in and who executed the foregoing instrument on behalf of the City of North Port, and *Commissioner Richard A. Lockhart* acknowledged before me that *Commissioner Richard A. Lockhart* executed same as a free act and deed for the uses and purposes therein stated.

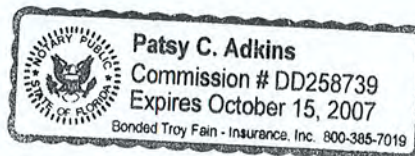
WITNESS my hand and official seal in the County and State last aforesaid this *4th* day of *October*, 2005.

*Patsy C. Adkins*

Notary Public, My

Commission

Expires: *October 15, 2007*





PR Contract Exhibits

FL#2005012976 B 570 P1054  
REC NO. 07528506341

- A DESOTO PAYMENT
- B WATER ALLOCATION
- C NEW WATER SUPPLY DEMANDS
- D REGIONAL TRANSMISSION SYSTEM DELIVERY POINTS
- E REGIONAL TRANSMISSION SYSTEM HYDRAULIC CAPACITY ENTITLEMENT
- F COST ALLOCATION PERCENTAGES
- G REGIONAL EXPANSION PROGRAM
- H WATER ALLOCATION BY PROJECT
- I DESOTO EXISTING WATER SOURCES TO REMAIN AFTER DESIGNATION OF THE AUTHORITY AS EXCLUSIVE PROVIDER
- J PEACE RIVER REGIONAL WATER TREATMENT FACILITY – ANNUAL CAPITAL COMPONENT CHARGE REDEMPTION PROVISION



**EXHIBIT "A"**

**DeSoto Payment Schedule**

DeSoto Payment (Annual Assessment)					
Contract Fiscal Year	Charlotte County	DeSoto County	Sarasota County	City of North Port	Total
FY05	\$368,564	\$15,889	\$101,111	\$34,436	\$520,000
FY06	\$368,564	\$15,889	\$101,111	\$34,436	\$520,000
FY07	\$368,564	\$15,889	\$101,111	\$34,436	\$520,000
FY08	\$368,564	\$15,889	\$101,111	\$34,436	\$520,000
FY09	\$361,403	\$15,424	\$177,073	\$44,346	\$598,247
FY10	\$363,140	\$15,341	\$244,396	\$53,586	\$676,463
FY11	\$369,266	\$15,482	\$303,326	\$61,927	\$750,000
FY12	\$369,266	\$15,482	\$303,326	\$61,927	\$750,000
FY13	\$369,266	\$15,482	\$303,326	\$61,927	\$750,000
FY14	\$369,266	\$15,482	\$303,326	\$61,927	\$750,000
Remaining Years	\$369,266	\$15,482	\$303,326	\$61,927	\$750,000

**EXHIBIT "B"**

FL#2005012976 B 570 P1056  
REC NO. 07528506341

**Water Allocation**

Annual Average Daily (MGD)					
Contract Fiscal Year	Charlotte County	DeSoto County	Sarasota County	City of North Port	Total
FY05	12.525	0.535	3.048	1.192	17.300
FY06	12.758	0.550	3.500	1.192	18.000
FY07	12.758	0.550	3.500	1.192	18.000
FY08	12.758	0.550	3.500	1.192	18.000
FY09	13.895	0.593	6.808	1.705	23.001
FY10	15.031	0.635	10.116	2.218	28.000
FY11	16.100	0.675	13.225	2.700	32.700
FY12	16.100	0.675	13.225	2.700	32.700
FY13	16.100	0.675	13.225	2.700	32.700
FY14	16.100	0.675	13.225	2.700	32.700
Remaining Years	16.100	0.675	13.225	2.700	32.700

Peak Monthly Average Day (MGD)					
Contract Fiscal Year	Charlotte County	DeSoto County	Sarasota County	City of North Port	Total
FY05	15.030	0.642	3.658	3.146	22.476
FY06	15.310	0.660	4.200	3.146	23.316
FY07	15.310	0.660	4.200	3.146	23.316
FY08	15.310	0.660	4.200	3.146	23.316
FY09	16.187	0.690	7.931	3.146	27.954
FY10	17.512	0.740	11.785	3.146	33.183
FY11	18.757	0.786	15.407	3.146	38.096
FY12	18.757	0.786	15.407	3.146	38.096
FY13	18.757	0.786	15.407	3.146	38.096
FY14	18.757	0.786	15.407	3.146	38.096
Remaining Years	18.757	0.786	15.407	3.146	38.096

Maximum Day (MGD)					
Contract Fiscal Year	Charlotte County	DeSoto County	Sarasota County	City of North Port	Total
FY05	17.535	0.749	4.267	3.780	26.331
FY06	17.861	0.770	4.900	3.780	27.311
FY07	17.861	0.770	4.900	3.780	27.311
FY08	17.861	0.770	4.900	3.780	27.311
FY09	19.453	0.830	9.531	3.780	33.594
FY10	21.043	0.889	14.162	3.780	39.874
FY11	22.540	0.945	18.515	3.780	45.780
FY12	22.540	0.945	18.515	3.780	45.780
FY13	22.540	0.945	18.515	3.780	45.780
FY14	22.540	0.945	18.515	3.780	45.780
Remaining Years	22.540	0.945	18.515	3.780	45.780

Annual Average Day, Peak Monthly Average Day, Maximum Day are expressed in million gallons per day (MGD).



**EXHIBIT "C"**  
**New Water Supply Demands**

Annual Average Day (MGD)					
Fiscal Year	Charlotte Co.	DeSoto Co.	Sarasota Co.	North Port	Total
FY05	0.000	0.000	0.000	0.000	0.000
FY06	0.000	0.153	0.000	0.808	0.961
FY07	0.000	0.578	0.000	1.558	2.136
FY08	0.000	1.200	0.000	2.308	3.508
FY09	0.000	2.080	0.000	2.065	4.145
FY10	0.000	3.114	0.000	2.082	5.196
FY11	1.658	3.429	0.000	2.200	7.287
FY12	1.658	3.785	0.000	2.700	8.143
FY13	1.658	4.140	3.000	3.200	11.998

Peak Monthly Average Day (MGD)					
Fiscal Year	Charlotte Co.	DeSoto Co.	Sarasota Co.	North Port	Total
FY05	0.000	0.000	0.000	0.000	0.000
FY06	0.000	0.184	0.000	1.547	1.731
FY07	0.000	0.694	0.000	2.731	3.425
FY08	0.000	1.440	0.000	3.714	5.154
FY09	0.000	2.496	0.000	4.740	7.236
FY10	0.000	3.737	0.000	5.255	8.992
FY11	0.000	4.115	0.000	5.825	9.940
FY12	1.990	4.542	0.000	6.229	12.761
FY13	1.990	4.968	3.600	6.599	17.157

Maximum Day (MGD)					
Fiscal Year	Charlotte Co.	DeSoto Co.	Sarasota Co.	North Port	Total
FY05	0.000	0.000	0.000	0.000	0.000
FY06	0.000	0.214	0.000	2.460	2.674
FY07	0.000	0.809	0.000	4.010	4.819
FY08	0.000	1.680	0.000	5.285	6.965
FY09	0.000	2.912	0.000	6.606	9.518
FY10	0.000	4.360	0.000	7.245	11.605
FY11	0.000	4.801	0.000	7.950	12.751
FY12	2.321	5.299	0.000	8.430	16.050
FY13	2.321	5.796	4.200	8.860	21.177

Annual Average Day, Peak Month Average Day, Peak Day are expressed in million gallons per day (MGD)



**EXHIBIT "D"**

FL#2005012976 B 570 P1059  
REC NO. 07528506341

**Regional Transmission System  
Delivery Points**

	Delivery Points	Pressure (5)
36-Inch/12-Inch RTS (1)	<u>Charlotte County:</u> <ul style="list-style-type: none"> <li>• Harbor Boulevard @ Bachman</li> <li>• Kings Highway @ DeSoto/Charlotte County Line</li> </ul> <u>DeSoto County:</u> <ul style="list-style-type: none"> <li>• Pem Brook Pines</li> <li>• Kings Highway @ Lake Suzy Utilities</li> </ul> City of North Port: <ul style="list-style-type: none"> <li>• Raintree @ Serris Drive</li> </ul>	65 psi
42-Inch RTS (2)	<u>Sarasota County:</u> <ul style="list-style-type: none"> <li>• T. Mabry Carlton: Jr. WTP</li> </ul>	20 psi
24-Inch Kings Highway RTS (3)	<u>Charlotte County:</u> <ul style="list-style-type: none"> <li>• Kings Highway @ Kingsway Circle</li> </ul> <u>DeSoto County:</u> <ul style="list-style-type: none"> <li>• Kings Highway @ Riverside RV Park</li> <li>• Kings Highway @ Peace River Street*</li> <li>• Kings Highway @ adjacent to Lake Suzy*</li> </ul>	65 psi
20-Inch DeSoto Regional Pipeline (4)	<u>DeSoto County:</u> <ul style="list-style-type: none"> <li>• 8 delivery points along the transmission line as identified in the contract*</li> </ul>	65 psi

- (1) The 36-Inch/12-Inch RTS consists of approximately 7 miles of 36-inch pipeline starting at the Peace River Water Treatment Facility and ending south of the Charlotte/Sarasota County border; and 12-inch pipeline extending from the 36-inch pipeline at the DeSoto/Sarasota County border south to Kings Highway and ending at the DeSoto/Charlotte County line.
- (2) The 42-inch RTS consists of approximately 23 miles of 42-inch pipeline starting at the Peace River Water Treatment Facility and ending at the T. Mabry Carlton Jr. Water Treatment Plant in Sarasota County.
- (3) The 24-inch Kings Highway RTS consists of approximately 5 miles of 24-inch pipeline starting at the Peace River Water Treatment Facility and paralleling Kings Highway ending at the DeSoto/Charlotte County line. See contract entitled: Kings Highway



Segment Regional Transmission System Pipeline Agreement between The Peace River/Manasota Regional Water Supply Authority and Charlotte County dated October 27, 1998.

- (4) The 20-Inch DeSoto Regional Pipeline. See contract entitled: DeSoto County Regional Pipeline Extension Amended Pipeline Agreement dated June 21, 2004.
- (5) Water pressure at delivery points at a quantity no greater than the average annual daily rate as designated on Exhibit "B" or as specifically designated by the Authority for a delivery point.
- \* Future Delivery Points already in planning, design or construction.

**EXHIBIT "E"**

**Regional Transmission System  
 Hydraulic Capacity Entitlement**

	Charlotte County	DeSoto County	Sarasota County	City of North Port
36-Inch/12-Inch RTS (1)	89.65%	0.42%	0.000	9.93%
42-Inch RTS (2)	0.000	0.000	100%	0.000
24-Inch Kings Highway RTS (3)	80%	20%	0.000	0.000
20-Inch DeSoto(4)	0.000	3.1 MGD	0.000	0.000

- (1) The 36-Inch 12-Inch RTS consists of approximately 7 miles of 36-inch pipeline starting at the Peace River Water Treatment Facility and ending south of the Charlotte/Sarasota County border; and 12-inch pipeline extending from the 36-inch pipeline at the DeSoto/Sarasota County border south to Kings Highway and ending at the DeSoto/Charlotte County line.
- (2) The 42-inch RTS consists of approximately 23 miles of 42-inch pipeline starting at the Peace River Water Treatment Facility and ending at the T. Mabry Carlton Jr. Water Treatment Plant in Sarasota County.
- (3) The 24-inch Kings Highway RTS consists of approximately 5 miles of 24-inch pipeline starting at the Peace River Water Treatment Facility and paralleling Kings Highway ending at the DeSoto/Charlotte County line. See contract entitled: Kings Highway Segment Regional Transmission System Pipeline Agreement between The Peace River/Manasota Regional Water Supply Authority and Charlotte County dated October 27, 1998.
- (4) The 20-Inch DeSoto Regional Pipeline. See contract entitled: DeSoto County Regional Pipeline Extension Amended Pipeline Agreement dated June 21, 2004.

Current pipelines are more than adequate to transport Charlotte's 16.1 MGD to its water system.

**EXHIBIT "F"**

**COST ALLOCATION PERCENTAGES**

	<u>Charlotte</u>	<u>DeSoto</u>	<u>Sarasota</u>	<u>North Port</u>
Peace River Regional Water Treatment Facility (1991 Facility) Cost Allocation	89.65%	0.42%	0.00%	9.93%
PRO Cost Allocation	33.33%	8.33%	58.34%	0.00%
REP Cost Allocation*	27.21%	0.81%	61.72%	10.26%

\* The REP cost allocation percentages were applied to the total oversized facilities payment to Charlotte for the REP; however, Charlotte paid in advance for its portion so that payment by the remaining participating Customers is made pursuant to the cost allocation percentages in Section 18.2, as follows: Sarasota paying 85.62%, North Port paying 13.28% and DeSoto paying 1.1%.



## EXHIBIT "G"

### Regional Expansion Program Proposed Project Plan

FL#2005012976 B 570 P1063  
REC NO. 07528506341

#### Authority Water Supply Facilities Overview

The Authority Water Supply Facilities, located in DeSoto County, provide public drinking water to residents of Charlotte, DeSoto and Sarasota counties. The facilities allow for the use of surface water to alleviate further stress on groundwater supplies and resultant degradation in the Southern Water Use Caution Area ("SWUCA").

The Regional Expansion Program ("REP") is to build out the Authority Water Supply Facilities to its existing water use permit ("WUP") capacity and intended to meet water demand in the Authority's system service area, as detailed in Figure A, attached. The issuance of the WUP in 1996 provides for expansion of the Authority Water Supply Facilities to meet an anticipated demand of 32.7 million gallons per day ("MGD") by the year 2016. The permit includes future water quantities to meet the needs of Charlotte, DeSoto and Sarasota counties and the City of North Port.

The Authority Water Supply Facilities have a current delivery capacity to supply 18 MGD of water and is located next to the Peace River in southwest DeSoto County. The Authority Water Supply Facilities utilizes the Peace River as a primary source and integrates the use of an off-stream reservoir for raw water storage and aquifer storage and recovery (ASR) wellfield for treated water storage. The reservoir and ASR wellfield are used for source supply when river flow is below minimum limits for withdrawal or when river water quality is poor.

#### PROJECT Description

The existing water treatment plant capacity is 24 MGD to provide for ASR recharge capacity. The treatment process provides for color removal of surface water including alum coagulation, filtration and disinfection. Build out of the facility to meet projected water demands projected within the WUP of 32.7 MGD by 2016 is proposed by the Authority's Regional Expansion Program. The Southwest Florida Water Management District ("SWFWMD") issued a WUP to the Authority in 1996 that allows for withdrawal from the Peace River to meet a demand of 32.7 MGD. The term of the permit is for 20 years through 2016.

The source of raw water for the Authority Water Supply Facilities is the Peace River. Under the SWFWMD's WUP issued to the AUTHORITY, the AUTHORITY can divert up to 10 percent of the Peace River flow to the Authority Water Supply Facilities when flow exceeds 130 cubic feet per second (cfs). During periods of high flows from the Peace River, raw water is stored in an off-stream reservoir and any water after treatment in excess of customers' demand is stored in the ASR wellfield which consists of 21 ASR wells. When the conditions of the Peace River are such that the ability to withdraw from the river is partially or completely eliminated, the off-stream reservoir and ASR wellfield are utilized to meet the water supply demands of the Authority's customers.



The Authority's Regional Expansion Program will provide expanded facilities to provide the ability to deliver the total allocation of 32.7 MGD to the Authority's customers. The PROJECT includes expanding the raw water reservoir capacity with a second new off-stream reservoir with a capacity of 6 billion gallons, increasing the water treatment plant capacity by 24 MGD and extension of the regional transmission system to serve areas of DeSoto County.

### *Regional Reservoir Expansion*

The existing off-stream reservoir capacity is approximately 0.6 billion gallons for the purpose of storing raw water withdrawn from the Peace River. The reservoir is used for raw water supply to the Authority Water Supply Facilities when river flow is below minimum limits for withdrawal or when river water quality is poor. The proposed Regional Reservoir Expansion is to provide approximately 6 billion gallons of additional storage, resulting in a total reservoir storage capacity of approximately 6.6 billion gallons. This storage volume is required to provide a sustainable supply to meet the Authority's customers' demand during dry periods when withdrawal from the Peace River is limited in order to maintain minimum flow to the downstream estuary and Charlotte Harbor.

The new reservoir will be an above-ground basin formed by an engineered earthen embankment approximately 30 feet above existing ground surface. The embankment will consist of compacted fill with a geosynthetic membrane and an impervious, water retaining zone within the embankment. A soil-bentonite slurry wall will be installed extending from the geosynthetic membrane zone to the underlying clay layer to cut off underseepage beneath the embankment. In addition, an internal chimney drain will be installed to intercept potential seepage through the embankment. A perimeter seepage collection ditch will be constructed at the downstream toe of the embankment to collect and convey seepage. Access to the reservoir will be limited for security reasons.

Mitigation for the reservoir impacts is planned through restoration of the RV Griffin Reserve. This reservoir is the largest surface area that can reasonably be built on the site without the need for off-site mitigation of on-site wetland impacts

New piping to pump up to 90 MGD of raw water from the river to the reservoir and piping to transfer water from the new reservoir to the exiting reservoir is also included in the project. The PROJECT includes design, permitting and construction of the reservoir expansion, including raw water piping improvement to improve the ability to divert raw water from the Peace River to the Reservoir.

The reservoir expansion will be located on AUTHORITY property and the RV Griffin Reserve owned by the SWFWMD. The land use plan presented in "A Plan for the Use and Management of the RV Griffin Reserve" (SWFWMD, November 1996) provides a conceptual siting of a reservoir expansion.

### *Peace River Water Treatment Plant Treatment Capacity Expansion*

The current water treatment plant treatment capacity is 24 MGD. The proposed expansion is anticipated to provide an additional 24 MGD of treatment capacity and result in a total capacity of 48 MGD. The facility expansion is to include raw water pumping (river and reservoir), powder



activated carbon (PAC) contact basins, rapid mix, flocculation and sedimentation basins, filters, chlorine contact basins, chemical feed systems, above ground storage tanks, high service pumping, backwash recovery basins, residual thickening and mechanical dewatering system, instrumentation and controls. The additional treatment components will be incorporated into the existing treatment scheme and supervisory control and data acquisition (SCADA) system. The expansion also includes the construction of an operations center.

Improvements to the river raw water pump station will include the addition of new river pumps to increase the installed diversion pumping capacity to 90 MGD, consistent with the maximum day withdrawal allowed by the Authority's WUP, and construction of a second 48-inch raw water pipeline from the river pumping station to the reservoir site.

New pumps will be added to the existing reservoir pumping station to increase the reservoir pumping capacity to a firm capacity of 54 MGD of raw water from the reservoir to the treatment plant. A new 30-inch pipeline from the reservoir pump station to the treatment plant is also planned to accommodate the increased capacity of the reservoir pumping station.

#### *DeSoto County Regional Transmission System Extension*

The DeSoto County Regional Transmission System (RTS) extension will provide transmission of potable water from the Authority Water Supply Facilities to extended areas of DeSoto County. The RTS extension consists of approximately 5 miles of 20-inch diameter pipeline from the Peace River Facility to an end point at U.S. 17 and Enterprise Drive where it connects to the DeSoto County utility system. The pipeline route is adjacent to County Road 761 and U.S. 17 and is entirely within DeSoto County.

The RTS is sized beyond DeSoto's need to provide the capacity for potential future expansion of the Authority Water Supply Facilities to locations beyond DeSoto County and future interconnection with other neighboring utilities within DeSoto and Charlotte counties. Further interconnection of utility systems would enhance regional supply management and provide the opportunity to rotate and rest sources of supply.

**Schedule**

The anticipated schedule is provided in Table 1.

**Table 1  
 Authority Water Supply Facilities Expansion  
 Project Schedule**

	Regional Reservoir Expansion	Water Treatment Plant Expansion	DeSoto County RTS Extension
Consultant Selection	Completed	Completed	Completed
Expansion Analysis	Completed	Completed	Completed
'Water Quality Master Plan Update'	N/A	Completed	N/A
'Basis of Design Report'	September 2005	September 2005	Completed
Permitting	September 2006	September 2006	Completed
Detailed Plans and Specifications	September 2006	September 2006	Completed
Bidding	November 2006	November 2006	Completed
Award Construction Contract	December 2006	December 2006	Completed
Project Substantial Completion*	October 2008	October 2008	September 2005
Final Completion of Construction	March 2009	March 2009	September 2005

\*Project Substantial Completion is the beneficial use of the facilities to produce and deliver water.



**Costs**

The summary of probable costs (2005 dollars) is provided in Table 2.

**Table 2**  
**Authority Water Supply Facilities Expansion**  
**Summary of Probable Costs**

Activity	Total Project Cost
Regional Reservoir Expansion	\$49,000,000
Water Treatment Plant Expansion	\$70,768,000
DeSoto County RTS Extension	<u>\$3,632,000</u>
TOTAL REP COST	\$123,400,000

The probable costs shown are hard costs for engineering services and construction. The costs do not include Authority administrative costs or cost of bond issuance.

**EXHIBIT "H"**

**Water Allocation by Project**

	Charlotte	DeSoto	Sarasota	North Port
Peace River Regional Water Supply Facility (1991 Facility)	10.758	0.050	0.000	1.192
PRO Water Allocation	2.000	0.500	3.500	0.000
REP Water Allocation	3.342	0.125	9.725	1.508

**EXHIBIT "I"**

FL#2005012976 B 570 P1069  
REC NO. 07528506341

**DeSoto Existing Water Sources to Remain After Designation  
of the Authority as Exclusive Provider**

- 1) Sources associated with that certain Interlocal Bulk Water and Wastewater Supply Agreement Between the City of Arcadia and DeSoto County dated January 30, 2001.
- 2) The Reverse Osmosis Facility at DeSoto Correctional Institute.
- 3) The Reverse Osmosis Facility at the G. Perce Wood Memorial Hospital Facility.



**EXHIBIT "J"**

FL#2005012976 B 570 P1070  
REC NO. 07528506341

**Peace River Regional Water Treatment Facility – Annual Capital  
Component Charge Redemption Provision**

Annual Capital Component Charge After REP Oversized Capacity Payment made to Charlotte County of \$3,287,098.00	\$1,971,557.00
Monthly Capital Component Charge payable To Charlotte County beginning January 1, 2006 Through and including October 1, 2021	\$ 164,296.42
Level Debt Service Factor based on Allocable Amount of Bond Issue related to Peace River Facility	7.491893%
Redemption value of Capital Component Charge Assuming a Series 2005 bond closing of December 14, 2005 and a Level Debt Service Factor of 7.491893% (Illustrative purposed only)	\$18,299,274.17

Redemption of Annual Capital Component Charge

Upon mutual agreement between the Authority and Charlotte, the remaining Annual Capital Component Charges of \$1,971,557.00 can be redeemed on any date at the following redemption price:

The sum of the present values of the remaining scheduled Annual Capital Component Charges on a monthly basis (\$164,296.42) discounted to the date of redemption on a monthly basis (assuming a 360 day year consisting of twelve 30-day months) at the Capital Component Charge for Peace River Regional Water Treatment Facility – level debt service factor based on allocable amount of 7.491893%.



**FIRST AMENDMENT TO PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY  
AUTHORITY MASTER WATER SUPPLY CONTRACT**

**THIS FIRST AMENDMENT TO PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY MASTER WATER SUPPLY CONTRACT** (this "Amendment") is made and entered into as of the 4<sup>th</sup> day of JUNE, 2008, by and between the **PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY**, a regional water supply authority created and existing pursuant to Sections 373.196, 373.1962 and 163.01, Florida Statutes, and other applicable law, acting by and through its Board of Directors, the governing board thereof ("Authority"); **MANATEE COUNTY**, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, the governing board thereof ("Manatee"); **CHARLOTTE COUNTY**, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, the governing board thereof ("Charlotte"); **DeSOTO COUNTY**, a political subdivision of the State of Florida, acting through its Board of County Commissioners, the governing board thereof ("DeSoto"); **SARASOTA COUNTY**, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, the governing board thereof ("Sarasota"); and the **CITY OF NORTH PORT**, a municipal corporation of the State of Florida, acting by and through its Board of City Commissioners, the governing board thereof ("North Port") (collectively "Customers").

9  
2 Indices  
Peace River Manasota  
0311 Hamm Dr. Suite 100  
Bradenton, FL 34202



BARBARA T. SCOTT, CLERK, CHARLOTTE COUNTY  
OR BOOK 3297, PGS 2011-2019 9 pg(s)  
INSTR # 1770282  
Doc Type AGR, Recorded 06/09/2008 at 09:51 AM  
Rec. Fee: \$78.00  
Cashiered By: TRICIAHJ Doc. #:1

**WITNESSETH:**

RECORDED IN OFFICIAL RECORDS  
INSTRUMENT # 2008079467 9 PGS  
2008 JUN 10 09:29 AM  
KAREN E. RUSHING  
CLERK OF THE CIRCUIT COURT  
SARASOTA COUNTY, FLORIDA  
DCOURSEY Receipt#1056553

**WHEREAS**, the Authority and Customers entered into the ~~Peace River/Manasota~~ Regional Water Supply Authority Master Water Supply Contract effective October 5, 2005 (the "Agreement"); and

**WHEREAS**, pursuant to the Agreement, each Customer submitted to the Authority a report which identified its projections for Authority Supplied Water, each Customer identified that quantity of water it shall purchase from the Authority in the designated Contract Year. For the initial time period through Contract Year 2013, the New Water Supply Demands in Exhibit "C" was the water each Customer irrevocably committed to purchase from the Authority, and the Authority agreed to supply such water; and

Inst: 200814005913 Date: 6/18/2008 Time: 2:50 PM  
Doc Stamp-Deed 0 00  
DC, Mitzie McGavic, Desoto County Page 1 of 9

OR BOOK 02264 PAGES 3341 - 3349  
MANATEE COUNTY CLERK COURT  
9 PAGES(S)  
RECORDED; 6/24/2008 8:34:40 AM





**WHEREAS**, at the time Customers submitted their New Water Supply Demands to the Authority in 2005, Customers were experiencing rapid population growth and intense development; and

**WHEREAS**, the Customers have since submitted their New Water Supply Demands to the Authority in 2008, the rapid population growth and intense development previously experienced by the Customers has declined; and

**WHEREAS**, the Agreement may only be amended by a writing duly executed by the Authority, Manatee, Charlotte, DeSoto, Sarasota and North Port and pursuant to the terms and conditions of the Agreement.

**NOW, THEREFORE**, in consideration of the foregoing recitals, Authority and the Customers hereby agree as follows:

1. **Incorporation of Recitals.** The foregoing recitals are true and correct and are incorporated herein by reference.

2. **Amendments.**

2.1 Exhibit "C" of the Agreement, entitled "New Water Supply Demands" is hereby deleted in its entirety and replaced with the amended Exhibit "C" attached to this amendment.

3. **Ratification.** The terms and conditions of the Agreement, as amended by this Amendment, are hereby ratified and confirmed by the parties.

**IN WITNESS WHEREOF**, the Authority, Manatee, Charlotte, DeSoto, Sarasota, and North Port have caused this Amendment to be executed effective as of the date first above written.

**IN WITNESS WHEREOF**, have executed this Contract on the day, month and year first above written.

PEACE RIVER MANASOTA REGIONAL  
WATER SUPPLY AUTHORITY

WITNESS:

Linda Stewart

Edward Yates

Approved as to form:

Douglas M...

Attorney for Peace River Manasota Regional  
Water Supply Authority

By: Shannon Staub  
Shannon Staub, Chairman

Date: 6-4-08



STATE OF FLORIDA  
COUNTY OF MANATEE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared, Shannon Staub, 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 Shannon Staub, acknowledged before me that Shannon Staub, 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 4<sup>th</sup>  
day of June, 2008

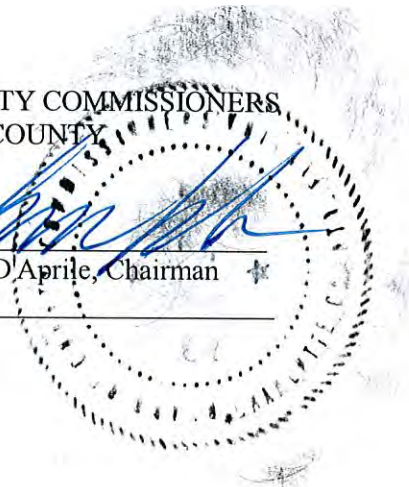
Edward Yates  
Notary Public, My  
Commission

Expires:  EDWARD YATES  
Commission DD 760115  
Expires March 17, 2012  
Bonded Thru Troy Fain Insurance 800-385-7019

BOARD OF COUNTY COMMISSIONERS  
OF CHARLOTTE COUNTY

By *Thomas C. D'Aprile*  
Thomas C. D'Aprile, Chairman

Date: \_\_\_\_\_



ATTEST:  
Barbara T. Scott, Clerk of Circuit  
Court and Ex-Officio Clerk to the  
Board of County Commissioners

By: *Anne L. Bahler*  
5-13-08 Deputy Clerk *AGR 2005-048*

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

*Janette S. Knowlton*  
Janette S. Knowlton, County Attorney MB  
LR #08-43

STATE OF FLORIDA  
COUNTY OF CHARLOTTE

I HEREBY CERTIFY that on this day, before, me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared, *Tom D'Aprile*, to me known to be the person described in and who executed the foregoing instrument on behalf of Charlotte County, and \_\_\_\_\_ acknowledged before me that *TOM D'APRILE*, 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 *14th* day of *May*, 2008.

*Bonnie S. Stoner*

Notary Public  
My Commission Expires:

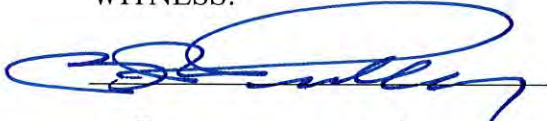
NOTARY PUBLIC-STATE OF FLORIDA  
Bonnie S. Stoner  
Commission #DB447969  
Expires: JULY 06, 2009  
Bonded Thru Atlantic Bonding Co., Inc.



MAY 27 2008

DESOTO COUNTY  
BOARD OF COUNTY COMMISSIONERS

WITNESS:

  
Carol Freadwell

By: T. Felton Garner

Date: May 16, 2008


Approved as to form:

  
Attorney for DeSoto County

STATE OF FLORIDA  
COUNTY OF FLORIDA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared, T. Felton Garner, to me known to be the person described in and who executed the foregoing instrument on behalf of DeSoto County, and \_\_\_\_\_ acknowledged before me that \_\_\_\_\_, 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 16<sup>th</sup> day of May, 2008.

  
Notary Public, My  
Commission  
Expires:

**BETTY PHILLIPS**  
Notary Public, State of Florida  
My comm. expires Dec. 18, 2011  
Comm. No. DD741978

MANATEE COUNTY  
BOARD OF COUNTY COMMISSIONERS

WITNESS:

\_\_\_\_\_

By: [Signature]

\_\_\_\_\_

Date: 4/22/08

Approved as to form:

\_\_\_\_\_  
Attorney for Manatee County

ATTEST: R. B. SHORE  
CLERK OF CIRCUIT COURT  
BY: [Signature]  
CLERK OF CIRCUIT COURT



STATE OF FLORIDA  
COUNTY OF MANATEE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared, \_\_\_\_\_, to me known to be the person described in and who executed the foregoing instrument on behalf of Manatee County, and \_\_\_\_\_ acknowledged before me that \_\_\_\_\_, 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 \_\_\_\_\_, 2008

\_\_\_\_\_  
Notary Public, My  
Commission  
Expires:

SARASOTA COUNTY  
BOARD OF COUNTY COMMISSIONERS

WITNESS:

Deborah Shaffer  
Paula J. Winston

By: Shannon Staul  
Date: 5/28/2008

Approved as to form:

Step S  
Attorney for Sarasota County *KS*

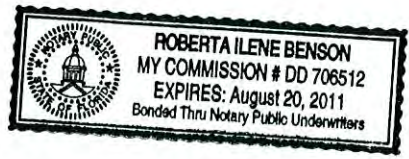
STATE OF FLORIDA  
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared, Shannon Staul, to me known to be the person described in and who executed the foregoing instrument on behalf of Sarasota County, and \_\_\_\_\_ acknowledged before me that \_\_\_\_\_, 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 28<sup>th</sup> day of May, 2008

Roberta Ilene Benson

Notary Public, My  
Commission  
Expires:





WITNESS:

Ida Strong

Susan Hale

Approved as to form:

Robert K. Tol

Attorney for City of North Port

CITY OF NORTH PORT

By: [Signature]

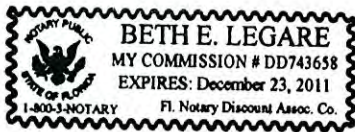
Date: April 28, 2008



STATE OF FLORIDA  
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared, FRED E. TOWER, III, to me known to be the person described in and who executed the foregoing instrument on behalf of the City of North Port, and \_\_\_\_\_ acknowledged before me that \_\_\_\_\_, 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 5th day of May, 2008



Beth E. Legare  
Notary Public, My  
Commission  
Expires:

**EXHIBIT "C"**  
**New Water Supply Demands**

Annual Average Daily Quantity (MGD)						
Fiscal Year	Charlotte County	DeSoto County	Manatee County	Sarasota County	City of North Port	Total
FY08	0.000	0.000	0.000	0.000	0.250	0.250
FY09	0.000	0.000	0.000	0.000	0.250	0.250
FY10	0.000	0.032	0.000	0.000	0.250	0.282
FY11	0.000	0.123	0.000	0.000	0.250	0.373
FY12	0.000	0.279	0.000	0.000	0.250	0.529
FY13	0.000	0.409	0.000	0.000	0.400	0.809
FY14	1.658	0.539	0.000	0.000	0.500	2.697
FY15	1.658	0.763	0.000	0.000	0.500	2.921

Peak Month Average Daily Quantity (MGD)						
Fiscal Year	Charlotte County	DeSoto County	Manatee County	Sarasota County	City of North Port	Total
FY08	0.000	0.000	0.000	0.000	0.400	0.400
FY09	0.000	0.000	0.000	0.000	0.400	0.400
FY10	0.000	0.038	0.000	0.000	0.400	0.438
FY11	0.000	0.148	0.000	0.000	0.400	0.548
FY12	0.000	0.335	0.000	0.000	0.400	0.735
FY13	0.000	0.491	0.000	0.000	0.600	1.091
FY14	1.990	0.647	0.000	0.000	1.000	3.637
FY15	1.990	0.916	0.000	0.000	1.000	3.906

Maximum Daily Quantity (MGD)						
Fiscal Year	Charlotte County	DeSoto County	Manatee County	Sarasota County	City of North Port	Total
FY08	0.000	0.000	0.000	0.000	0.500	0.500
FY09	0.000	0.000	0.000	0.000	0.500	0.500
FY10	0.000	0.045	0.000	0.000	0.500	0.545
FY11	0.000	0.172	0.000	0.000	0.500	0.672
FY12	0.000	0.391	0.000	0.000	0.500	0.891
FY13	0.000	0.573	0.000	0.000	1.000	1.573
FY14	2.321	0.755	0.000	0.000	1.500	4.576
FY15	2.321	1.068	0.000	0.000	1.500	4.889

Annual Average Day, Peak Month Average Day and Maximum Day are expressed in million gallons per day (MGD).



[THIS PAGE INTENTIONALLY LEFT BLANK]

[THIS PAGE INTENTIONALLY LEFT BLANK]

[THIS PAGE INTENTIONALLY LEFT BLANK]

**EXHIBIT "C"**  
**New Water Supply Demands**  
 (approved April 1, 2009)



Annual Average Daily Quantity (MGD)						
Fiscal Year	Charlotte County	DeSoto County	Manatee County	Sarasota County	City of North Port	Total
FY09	0.000	0.000	0.000	0.000	0.250	0.250
FY10	0.000	0.032	0.000	0.000	0.250	0.282
FY11	0.000	0.123	0.000	0.000	0.250	0.373
FY12	0.000	0.279	0.000	0.000	0.250	0.529
FY13	0.000	0.409	0.000	0.000	0.400	0.809
FY14	1.658	0.539	0.000	0.000	0.500	2.697
FY15	1.658	0.763	0.000	0.000	0.500	2.921
FY16	1.658	0.763	0.000	0.000	0.500	2.921

Peak Month Average Daily Quantity (MGD)						
Fiscal Year	Charlotte County	DeSoto County	Manatee County	Sarasota County	City of North Port	Total
FY09	0.000	0.000	0.000	0.000	0.400	0.400
FY10	0.000	0.038	0.000	0.000	0.400	0.438
FY11	0.000	0.148	0.000	0.000	0.400	0.548
FY12	0.000	0.335	0.000	0.000	0.400	0.735
FY13	0.000	0.491	0.000	0.000	0.600	1.091
FY14	1.990	0.647	0.000	0.000	1.000	3.637
FY15	1.990	0.916	0.000	0.000	1.000	3.906
FY16	1.990	0.916	0.000	0.000	1.000	3.906

Maximum Daily Quantity (MGD)						
Fiscal Year	Charlotte County	DeSoto County	Manatee County	Sarasota County	City of North Port	Total
FY09	0.000	0.000	0.000	0.000	0.500	0.500
FY10	0.000	0.045	0.000	0.000	0.500	0.545
FY11	0.000	0.172	0.000	0.000	0.500	0.672
FY12	0.000	0.391	0.000	0.000	0.500	0.891
FY13	0.000	0.573	0.000	0.000	1.000	1.573
FY14	2.321	0.755	0.000	0.000	1.500	4.576
FY15	2.321	1.068	0.000	0.000	1.500	4.889
FY16	2.321	1.068	0.000	0.000	1.500	4.889

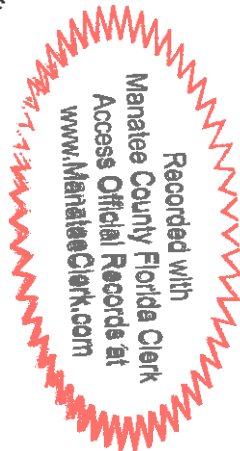
Annual Average Day, Peak Month Average Day and Maximum Day are expressed in million gallons per day (MGD).

Linda Stewart  
9415 Town Center Skwy  
Lakewood Ranch, FL 34202



**SECOND AMENDMENT TO PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY MASTER WATER SUPPLY CONTRACT**

**THIS SECOND AMENDMENT TO PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY MASTER WATER SUPPLY CONTRACT** ( "Second Amendment") is made and entered into as of the 5th day of AUGUST, 2015, by and between the **PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY**, a regional water supply authority created and existing pursuant to Sections 373.713 and 163.01, Florida Statutes, and other applicable law, acting by and through its governing board ("Authority"); **MANATEE COUNTY**, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners ("Manatee"); **CHARLOTTE COUNTY**, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, ("Charlotte"); **DESOTO COUNTY**, a political subdivision of the State of Florida, acting through its Board of County Commissioners, ("DeSoto"); **SARASOTA COUNTY**, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, ("Sarasota"); and the **CITY OF NORTH PORT**, a municipal corporation of the State of Florida, acting by and through its Board of City Commissioners, ("North Port") (collectively "Customers").



**WITNESSETH:**

**WHEREAS**, the Authority and Customers entered into the Peace River/Manasota Regional Water Supply Authority Master Water Supply Contract effective October 5, 2005 ("MWSC") and entered into a First Amendment to Peace River/Manasota Regional Water Supply Authority Master Water Supply Contract on June 4<sup>th</sup>, 2008; and

**WHEREAS**, the Authority and Charlotte County entered into an Interlocal Agreement Resolving 1991 Rebuild Project Dispute ("Settlement") on November 25, 2014. This Settlement, in part, provides for Charlotte County and the Authority to cooperate to modify certain provisions of the MWSC including changing the definition of the term "Renewal and Replacement Costs" and modifying portions of Exhibit B entitled Water Allocation for Sarasota and City of North Port; and,

RECORDED IN OFFICIAL RECORDS  
INSTRUMENT # 2015098517 13 PG(S)  
August 07, 2015 10:51:46 AM  
KAREN E. RUSHING  
CLERK OF THE CIRCUIT COURT  
SARASOTA COUNTY, FL

CHARLOTTE COUNTY CLERK OF CIRCUIT COURT  
OR BOOK: 3999 PAGE 612 PAGE: 1 OF 13  
INSTR # 2372563 Doc Type: AGR  
Recorded: 8/5/2015 at 12:05 PM  
Rec. Fee: RECORDING \$112.00  
Cashier By: MICHELED





**WHEREAS**, pursuant to the MWSC, each Customer submitted to the Authority a report which identified its projections for Authority Supplied Water and the quantity of water it shall purchase from the Authority in the designated Contract Year. The New Water Supply Demands in Exhibit "C" of the MWSC provides for the quantity of water each Customer is irrevocably committed to purchase from the Authority, and the Authority agrees to supply such water; and

**WHEREAS**, the Customers have sought to modify the MWSC to remove all request for additional water from Exhibit "C" of the MWSC; and

**WHEREAS**, the MWSC may only be amended by in writing duly executed by the Authority, Manatee, Charlotte, DeSoto, Sarasota and North Port and pursuant to the terms and conditions of the MWSC.

**NOW, THEREFORE**, in consideration of the foregoing recitals, Authority and the Customers agree as follows:

1. **Incorporation of Rights**. The foregoing recitals are true and correct and are incorporated herein by reference.

2. **Amendments**.

2.1 Exhibit "B" of the MWSC, entitled Water Allocation is deleted in its entirety and replaced with the Exhibit "B" table attached to this Second Amendment.

2.2 Exhibit "C" of the MWSC, entitled "New Water Supply Demands" and previously modified by the First Amendment to Peace River/Manasota Regional Water Supply Authority Master Water Supply Contract dated June 4th, 2008, is deleted in its entirety and replaced with the Exhibit "C" table attached to this Second Amendment.

2.3 The definition of Renewal and Replacement Costs at provision 1.36 of the MWSC is deleted in its entirety and replaced with the following: "1.36 Renewal and Replacement Costs. The capital expenditures set forth in the annual budget approved by the Authority for the ordinary renewal, replacement, upgrade and betterment of the Authority 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."

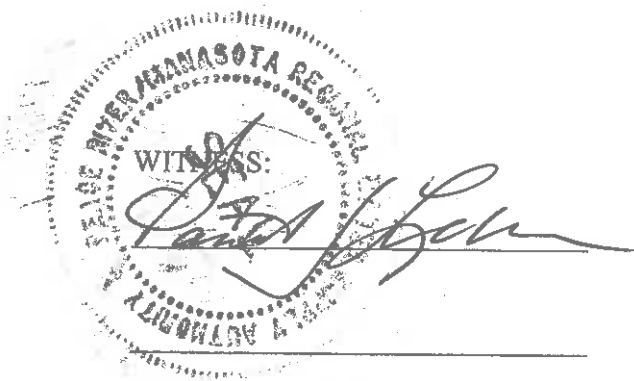
2.4 Paragraph 16.7 Desoto Payment shall be deleted in its entirety and replaced with the following: "16.7 DeSoto Payment. The Authority shall collect from its

Customers in accordance with Exhibit "A", the DeSoto Payment and remit it to DeSoto. If the quantities of water allocated to the Authority under SWFWMD Water Use Permit Number 20010420.008 are modified and Authority Customer's Water Allocation in Exhibit "B" is amended for more than 34.7 MGD (Annual Average Daily) or if additional entities become Customers of the Authority, then the amount and methodology of the DeSoto Payment to be paid shall be readdressed by all Parties to the Contract."


2.5. Exhibit "A" of the MWSC, entitled Water Allocation is deleted in its entirety and replaced with the Exhibit "A" table attached to this Second Amendment.

IN WITNESS WHEREOF, the Authority, Manatee, Charlotte, DeSoto, Sarasota, and North Port have caused this Second Amendment to be executed effective as of the date first above written.

IN WITNESS WHEREOF, have executed this Second Amendment on the day, month and year first above written.

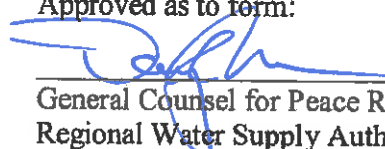


PEACE RIVER MANASOTA REGIONAL  
WATER SUPPLY AUTHORITY

By:   
Jean Charpie, Chairman

Date: August 5, 2015

Approved as to form:

  
General Counsel for Peace River Manasota  
Regional Water Supply Authority

**BOARD APPROVED**

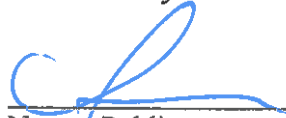
**AUG - 5 2015**

**Peace River Manasota  
Regional Water Supply Authority**

STATE OF FLORIDA  
COUNTY OF MANATEE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared, John Chappie, 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 John Chappie, acknowledged before me that John Chappie, 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 5<sup>th</sup> day of August, 2015.



Notary Public  
My Commission Expires:

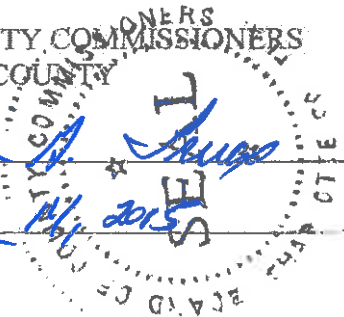


**Ann Lee**

COMMISSION # FF203768  
EXPIRES: February 25, 2019  
WWW.AARONNOTARY.COM

BOARD OF COUNTY COMMISSIONERS  
OF CHARLOTTE COUNTY

By: William A. Angus  
Chairman  
Date: July 14, 2015



ATTEST:  
Barbara T. Scott, Clerk of Circuit  
Court and Ex-Officio Clerk to the  
Board of County Commissioners

By: Janette S. Knowlton  
Deputy Clerk

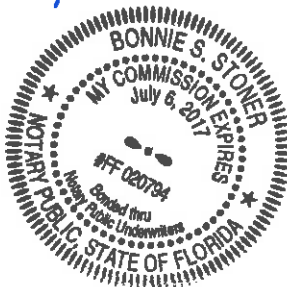
APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

Janette S. Knowlton  
Janette S. Knowlton, County Attorney

STATE OF FLORIDA  
COUNTY OF CHARLOTTE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared, W<sup>m</sup> G. Truex, to me known to be the person described in and who executed the foregoing instrument on behalf of Charlotte County, and NA, acknowledged before me that W<sup>m</sup> G. Truex, 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 14<sup>th</sup> day of July, 2015.



Bonnie S. Stoner  
Notary Public  
My Commission Expires: 7/6/17

DESOTO COUNTY  
BOARD OF COUNTY COMMISSIONERS

WITNESS:  
Mandy J. Hines  
MANDY J. HINES

By: [Signature]  
Chair  
Date: May 26, 2015

Approved as to form:  
[Signature]  
Attorney for DeSoto County

STATE OF FLORIDA  
COUNTY OF DESOTO

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared, Gabriel Duave, to me known to be the person described in and who executed the foregoing instrument on behalf of DeSoto County, and BCCC, acknowledged before me that Gabriel Duave, 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 3rd day of June, 2015.

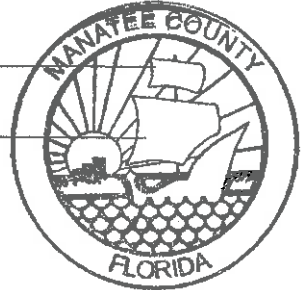
Jill Thompson  
Notary Public  
My Commission Expires:





MANATEE COUNTY  
BOARD OF COUNTY COMMISSIONERS

By: *Mary Benard*  
Chair  
Date: June 16, 2015



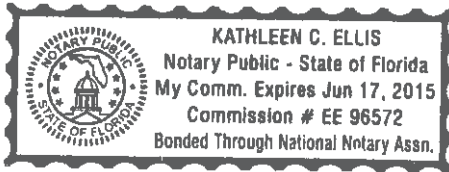
ATTEST: R. B. SHORE  
Clerk of Circuit Court

By: *R. B. Shore*  
Deputy Clerk

STATE OF FLORIDA  
COUNTY OF MANATEE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared, *Betsy Benard*, to me known to be the person described in and who executed the foregoing instrument on behalf of Manatee County, and \_\_\_\_\_, acknowledged before me that \_\_\_\_\_, 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 16th day of June, 2015.



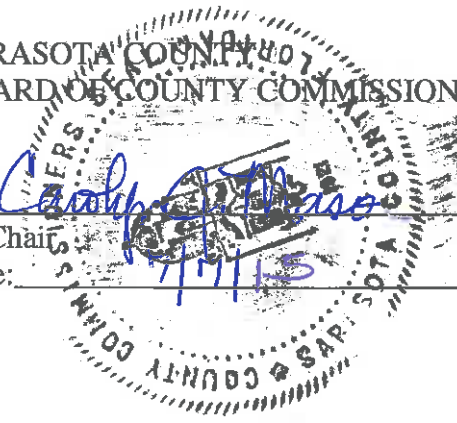
*Kathleen C. Ellis*  
Notary Public  
My Commission Expires: 6-17-2015

SARASOTA COUNTY BOARD OF COUNTY COMMISSIONERS

WITNESS:

Charles Maloney  
\_\_\_\_\_

By: Carolyn J. Mason  
Chair, \_\_\_\_\_  
Date: 7/11/15



Approved as to form:

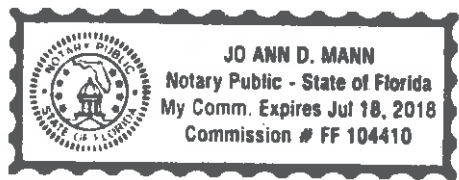
[Signature]  
Attorney for Sarasota County JSB

STATE OF FLORIDA  
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared, Carolyn J. Mason, to me known to be the person described in and who executed the foregoing instrument on behalf of Sarasota County, and She, acknowledged before me that She, 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 17th day of July, 2015.

Jo Ann D Mann  
Notary Public  
My Commission Expires:



CITY OF NORTH PORT

WITNESS:

Beth Scott

By: Ry DiFranco  
Mayor

Smiley

Date: 6-8-15

Approved as to form:

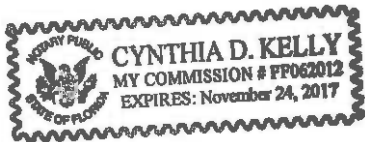
[Signature]  
Attorney for City of North Port

ATTEST:  
Helen M. Raimbeau  
Helen M. Raimbeau, MMC  
City Clerk

STATE OF FLORIDA  
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared, Mayor Rhonda DiFranco, to me known to be the person described in and who executed the foregoing instrument on behalf of the City of North Port, and \_\_\_\_\_, acknowledged before me that Rhonda DiFranco 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 8<sup>th</sup> day of June, 2015.



Cynthia D Kelly  
Notary Public  
My Commission Expires: 11/24/17

**EXHIBIT "A"**

**DeSoto Payment Schedule  
(approved 2015)**

DeSoto Payment (Annual Assessment)					
Contract Fiscal Year	Charlotte County	DeSoto County	Sarasota County	City of North Port	Total
FY05	\$368,564	\$15,889	\$101,111	\$34,436	\$520,000
FY06	\$368,564	\$15,889	\$101,111	\$34,436	\$520,000
FY07	\$368,564	\$15,889	\$101,111	\$34,436	\$520,000
FY08	\$368,564	\$15,889	\$101,111	\$34,436	\$520,000
FY09	\$361,403	\$15,424	\$177,073	\$44,346	\$598,247
FY10	\$363,140	\$15,341	\$244,396	\$53,586	\$676,463
FY11	\$369,266	\$15,482	\$303,326	\$61,927	\$750,000
FY12	\$369,266	\$15,482	\$303,326	\$61,927	\$750,000
FY13	\$369,266	\$15,482	\$303,326	\$61,927	\$750,000
FY14	\$369,266	\$15,482	\$303,326	\$61,927	\$750,000
FY15	\$369,266	\$15,482	\$303,326	\$61,927	\$750,000
FY16	\$369,266	\$15,482	\$345,541	\$65,711	\$796,000
Remaining Years	\$369,266	\$15,482	\$345,541	\$65,711	\$796,000

**EXHIBIT "B"**

**Water Allocation  
(approved 2015)**

Annual Average Daily (MGD)					
Contract Fiscal Year	Charlotte County	DeSoto County	Sarasota County	City of North Port	Total
FY05	12.525	0.535	3.048	1.192	17.300
FY06	12.758	0.550	3.500	1.192	18.000
FY07	12.758	0.550	3.500	1.192	18.000
FY08	12.758	0.550	3.500	1.192	18.000
FY09	13.895	0.593	6.808	1.705	23.001
FY10	15.031	0.635	10.116	2.218	28.000
FY11	16.100	0.675	13.225	2.700	32.700
FY12	16.100	0.675	13.225	2.700	32.700
FY13	16.100	0.675	13.225	2.700	32.700
FY14	16.100	0.675	13.225	2.700	32.700
FY15	16.100	0.675	13.225	2.700	32.700
FY16	16.100	0.675	15.060	2.865	34.700
Remaining Years*	16.100	0.675	15.060	2.865	34.700

Peak Monthly Average Day (MGD)					
Contract Fiscal Year	Charlotte County	DeSoto County	Sarasota County	City of North Port	Total
FY05	15.030	0.642	3.658	3.146	22.476
FY06	15.310	0.660	4.200	3.146	23.316
FY07	15.310	0.660	4.200	3.146	23.316
FY08	15.310	0.660	4.200	3.146	23.316
FY09	16.187	0.690	7.931	3.146	27.954
FY10	17.512	0.740	11.785	3.146	33.183
FY11	18.757	0.786	15.407	3.146	38.096
FY12	18.757	0.786	15.407	3.146	38.096
FY13	18.757	0.786	15.407	3.146	38.096
FY14	18.757	0.786	15.407	3.146	38.096
FY15	18.757	0.786	15.407	3.146	38.096
FY16	19.320	0.810	18.084	3.438	41.652
Remaining Years*	19.320	0.810	18.084	3.438	41.652



Maximum Day (MGD)					
Contract Fiscal Year	Charlotte County	DeSoto County	Sarasota County	City of North Port	Total
FY05	17.535	0.749	4.267	3.780	26.331
FY06	17.861	0.770	4.900	3.780	27.311
FY07	17.861	0.770	4.900	3.780	27.311
FY08	17.861	0.770	4.900	3.780	27.311
FY09	19.453	0.830	9.531	3.780	33.594
FY10	21.043	0.889	14.162	3.780	39.874
FY11	22.540	0.945	18.515	3.780	45.780
FY12	22.540	0.945	18.515	3.780	45.780
FY13	22.540	0.945	18.515	3.780	45.780
FY14	22.540	0.945	18.515	3.780	45.780
FY15	22.540	0.945	18.515	3.780	45.780
FY16	22.540	0.945	21.084	4.011	48.580
Remaining Years*	22.540	0.945	21.084	4.011	48.580

Annual Average Day, Peak Monthly Average Day, Maximum Day are expressed in million gallons per day (MGD).

\*Remaining Years means the remaining years of the term of this MWSC.

**EXHIBIT "C"**  
**New Water Supply Demands**  
 (approved 2015)

Annual Average Daily Quantity (MGD)						
Fiscal Year	Charlotte County	DeSoto County	Manatee County	Sarasota County	City of North Port	Total
FY15	0.000	0.000	0.000	0.000	0.000	0.000
FY16	0.000	0.000	0.000	0.000	0.000	0.000
FY17	0.000	0.000	0.000	0.000	0.000	0.000
FY18	0.000	0.000	0.000	0.000	0.000	0.000
FY19	0.000	0.000	0.000	0.000	0.000	0.000
FY20	0.000	0.000	0.000	0.000	0.000	0.000
FY21	0.000	0.000	0.000	0.000	0.000	0.000
FY22	0.000	0.000	0.000	0.000	0.000	0.000

Peak Month Average Daily Quantity (MGD)						
Fiscal Year	Charlotte County	DeSoto County	Manatee County	Sarasota County	City of North Port	Total
FY15	0.000	0.000	0.000	0.000	0.000	0.000
FY16	0.000	0.000	0.000	0.000	0.000	0.000
FY17	0.000	0.000	0.000	0.000	0.000	0.000
FY18	0.000	0.000	0.000	0.000	0.000	0.000
FY19	0.000	0.000	0.000	0.000	0.000	0.000
FY20	0.000	0.000	0.000	0.000	0.000	0.000
FY21	0.000	0.000	0.000	0.000	0.000	0.000
FY22	0.000	0.000	0.000	0.000	0.000	0.000

Maximum Daily Quantity (MGD)						
Fiscal Year	Charlotte County	DeSoto County	Manatee County	Sarasota County	City of North Port	Total
FY15	0.000	0.000	0.000	0.000	0.000	0.000
FY16	0.000	0.000	0.000	0.000	0.000	0.000
FY17	0.000	0.000	0.000	0.000	0.000	0.000
FY18	0.000	0.000	0.000	0.000	0.000	0.000
FY19	0.000	0.000	0.000	0.000	0.000	0.000
FY20	0.000	0.000	0.000	0.000	0.000	0.000
FY21	0.000	0.000	0.000	0.000	0.000	0.000
FY22	0.000	0.000	0.000	0.000	0.000	0.000

Annual Average Day, Peak Month Average Day and Maximum Day are expressed in million gallons per day (MGD).

Third Amended Master Water Supply Contract Redline  
with new Exhibits A, B, C and F

**THIRD AMENDED PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY  
AUTHORITY MASTER WATER SUPPLY CONTRACT**

**THIS THIRD AMENDED PEACE RIVER/MANASOTA REGIONAL WATER  
SUPPLY AUTHORITY MASTER WATER SUPPLY CONTRACT**, entered into this  
5<sup>th</sup> day of ~~October, 2005~~, 2023, by and between the **PEACE  
RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY**, a regional water supply  
authority created and existing pursuant to Sections 373.196, 373.1962 and 163.01, Florida Statutes,  
and other applicable law, acting by and through its Board of Directors, the governing board thereof  
("Authority"); **MANATEE COUNTY**, a political subdivision of the State of Florida, acting by  
and through its Board of County Commissioners, the governing board thereof ("Manatee");  
**CHARLOTTE COUNTY**, a political subdivision of the State of Florida, acting by and through  
its Board of County Commissioners, the governing board thereof ("Charlotte"); **DeSOTO  
COUNTY**, a political subdivision of the State of Florida, acting through its Board of County  
Commissioners, the governing board thereof ("DeSoto"); **SARASOTA COUNTY**, a political  
subdivision of the State of Florida, acting by and through its Board of County Commissioners, the  
governing board thereof ("Sarasota"); and the **CITY OF NORTH PORT**, a municipal corporation  
of the State of Florida, acting by and through its Board of City Commissioners, the governing  
board thereof ("North Port") (collectively "Customers").

**WITNESSETH:**

**WHEREAS**, the Authority was created for the purpose of developing, storing and  
supplying water for county and municipal purposes and exists pursuant to the Second Amended  
Interlocal Agreement Creating the Peace River/Manasota Regional Water Supply Authority  
executed concurrent with this Contract; and

**WHEREAS**, the Authority has determined that the potable water supply needs for citizens  
residing within Charlotte, Manatee, DeSoto and Sarasota Counties and North Port, can best be met  
in whole or in part by expanding the Authority Water Supply Facilities, in a cooperative and  
coordinated manner; and

**WHEREAS**, the Authority and the Customers agree it is necessary to expand ~~the Peace River Regional Water Treatment Facility to be known as the Regional Expansion Program (“REP”), as more specifically set forth in Exhibit “G” and incorporated herein by reference in order to provide a total of 32.7 MGD of water to meet the~~ Authority Water Supply Facilities to ~~meet the future~~ water supply needs of the Authority’s Customers; and

**WHEREAS**, it is the intent of the Parties that this Contract govern the operation, maintenance, alteration, replacement and expansion of the Authority Water Supply Facilities; and

~~WHEREAS, the Authority has applied and the Southwest Florida Water Management District (“SWFWMD”) has provided New Water Source Initiative funds to assist in development and construction of the REP; and~~

**WHEREAS**, the Authority and its Customers recognize that as a result of increased Customers’ demands, the ~~REP~~ Authority Water Supply Facilities will not satisfy all future Customers’ demands and the Authority has begun developing other water supplies; and

**WHEREAS**, Manatee has ~~adopted Resolution No. R-05-108 on June 7, 2005 conditionally requesting the development projected that it will require~~ of potable water ~~by~~from the Authority ~~for Manatee beginning January of 2014 by 2038~~; and

**WHEREAS**, expansions to the Authority Water Supply Facilities and the design and construction of new Authority Water Supply Sources may be financed for the Customer(s) through the issuance of Authority revenue bonds, capital contributions from the Customer(s), capital contributions from SWFWMD, or other governmental grants, or any combination thereof; and

**WHEREAS**, the Customers desire to purchase water from the Authority according to the terms and conditions of this Contract, and the Authority desires to provide the Customers water according to the terms and conditions of this Contract; and

**WHEREAS**, recognizing the benefits provided ~~by the REP~~existing and future Water Supply Sources, the Customers and the Authority agree that the Authority shall implement a common Debt Service Cost for the Water Rate only for ~~the REP and~~ all future Water Supply Source projects of the Authority; and

**WHEREAS**, the Customers desire that the Authority facilitate the transfer of Authority water among Customers, with such transfers being made through the Authority at the same Water Rate assessed by the Authority; and



**WHEREAS**, this Contract is intended to constitute the entire agreement ~~of~~between the Authority, and Manatee, Charlotte, DeSoto, Sarasota and North Port with respect to the Water Allocations and the terms and conditions contained herein; and

**NOW, THEREFORE**, in consideration of the foregoing premises, which shall be deemed an integral part of this Contract and of the mutual covenants and agreements hereafter set forth, the Authority and the Customers intending to be legally bound hereby agree as follows:

1. ~~1.~~ **DEFINITIONS.** In the absence of a clear implication otherwise, capitalized terms used in this Contract and in the attached exhibits shall have the following meanings:

1.1 Annual Average Daily Quantity. The total water quantity provided by the Authority to a Customer in a Contract Year divided by 365 as set by its Water Allocation.

1.2 Authority. The Peace River/Manasota Regional Water Supply Authority.

1.3 Authority Board. The Authority's governing body.

1.4 Authority Water Supply Facilities. All real property, interest in real property, fixtures, personal property, wells, treatment systems, pumps, pipes, storage facilities, reservoirs, aquifer storage and recovery facilities, water transmission mains, any future expansion of said facilities and appurtenant or associated installations owned, leased or otherwise controlled by the Authority and used for the provision of potable water supply.

1.5 Authority Water Supply Source. Any project, construction, acquisition, transfer or transaction creating a new water source or expanding an existing water source developed by the Authority.

~~1.5.6~~ Available Water. That portion of a Customer's Water Allocation that is temporarily available to other Customers through the Redistribution Pool.

~~1.6.7~~ Base Rate Charge. For any Contract Year, the rate established by resolution of the Authority for payment of the Authority Obligations, Bond Coverage Costs, Debt Service Costs, ~~Charlotte Oversized Facilities Payment, Capital Component Charge,~~ Hydraulic Pipeline Capacity Entitlement Cost and Renewal and Replacement Costs for the Authority Water Supply Facilities. The Base Rate Charge also includes the Fixed Operations and Maintenance Costs budgeted by the Authority for expanding, operating, repair and replacement, maintaining and securing the Authority Water Supply Facilities regardless of

the quantity of water, if any, being produced or delivered by the Authority, with such fixed costs being assessed proportionately in accordance with the Annual Average Daily Water Allocation.

~~1.7~~1.8 Bond Coverage Costs. The costs of providing the coverage requirements established by the Financing Documents.

~~1.8~~ ~~1.8~~ ~~Capital Component Charge.~~ ~~For any Contract Year, the charge established by resolution of the Authority for payment of the Capital Component Charge paid to Charlotte for the transfer of the Peace River Regional Water Treatment Facility. The Capital Component Charge shall be assessed by the percentages in Exhibit "F" for the Peace River Regional Water Treatment Facility.~~

~~1.9~~ ~~1.9~~ ~~Charlotte Oversized Facilities Payment.~~ ~~The 1991 Facility was stated to possess certain components that had a larger capacity than the 1991 Facility treatment capacity. Charlotte acquired the 1991 Facility then transferred to the Authority the entire 1991 Facility. However, payment for the oversized components was deferred until the Authority used these oversized components. Under the PRO and REP, the Authority will pay for all the remaining oversized components.~~

~~1.9~~ ~~Capital Improvement Plan.~~ ~~A running five-year plan amended and approved annually by the Authority Board of Directors for projects and capital expenditures.~~

~~1.10~~ Capital Needs assessments. A running twenty-year plan amended and approved annually by the Authority Board of Directors identifying projects and expected project funding required to meet regional goals during the 20-year planning horizon.

~~1.10~~1.11 Conservation Rate. For any Contract Year, the charge established by resolution by the Authority to any Customer that exceeds its Water Allocation set forth in Exhibit "B".

~~1.12~~ ~~Contract.~~ ~~The original Master Water Supply Contract entered into by the Parties on October 5, 2005, as amended hereby.~~

~~1.13~~1.13 Contract Year. The period between execution of the Contract and September 30, ~~2005~~2021, and each fiscal year of the Authority (beginning on each October 1, and ending on the immediately following September 30) thereafter during the term of this Contract.

~~1.14~~1.14 Customers. Manatee, DeSoto, Charlotte, Sarasota and North Port.

1.15 Customer Water Supply Source. Any project, construction, acquisition, transfer or transaction creating a new water source or expanding an existing water source developed by Manatee, DeSoto Charlotte, Sarasota or North Port

~~1.13~~1.16 Debt Service Cost(s). For any Contract Year, all costs including reserve or coverage requirement, if any, incurred by the Authority during such Contract Year in connection with the Authority Water Supply Facilities for principal payments, interest payments, redemption premiums, if any, and service charges with respect to payment of Obligations.

~~1.14~~1.17 Delivery Point(s). The point(s) of connection between the Regional Transmission System and the distribution system of the Customers to this Contract having a Water Allocation. The existing Delivery Point(s) for each Customer is attached hereto as Exhibit "D." Delivery Points may be changed or added, if there is available hydraulic capacity in the pipeline, by agreement of the Customer and Authority and an exhibit of all current Delivery Points shall be maintained by the Authority.

~~1.15~~1.18 DeSoto Payment. For any Contract Year, an amount included in the Water Rate, transmitted by the Authority to DeSoto in the amounts set forth on Exhibit "A" for the term of the Contract. The DeSoto Payment as defined herein supersedes the "Facility Use Cost" as defined in Section 1.8 of the Peace River Regional Water Supply Contract dated May 21, 1991.

~~1.16~~1.19 Exclusive Provider Customer. A subset of Customers that ~~includes only DeSoto~~designate the Authority as its exclusive provider of new potable water supply in this ~~Master Water Supply Contract~~MWSC.

~~1.17~~1.20 Financing Documents. Any resolution or resolutions of the Authority, as well as any indenture of trust, trust agreement or similar document relating to the issuance or security of the Obligations.

~~1.18~~1.21 Fixed Operating and Maintenance Costs. All operating and maintenance costs and expenses other than Variable Operating and Maintenance Costs incurred by the Authority for the operation, maintenance, management, security and development of the Authority Water Supply Facilities.

~~1.19~~1.22 Hydraulic Capacity Entitlement. The Hydraulic Capacity Entitlement is depicted as a percentage of the then existing hydraulic capacity of the specified pipeline. The existing

Hydraulic Capacity Entitlement for the Regional Transmission System for each Customer is attached as Exhibit "E." Hydraulic Capacity Entitlement may be changed by agreement of the Customer and Authority and an exhibit of all current Hydraulic Capacity Entitlements by Customers shall be maintain by the Authority.

~~1-20~~1.23 Hydraulic Capacity Entitlement Cost. The debt service cost associated with Customers' Hydraulic Capacity Entitlement.

~~1-24~~1.24 Maximum Daily Quantity. The maximum water quantity to be provided by the Authority to a Customer for any given day as set by its Water Allocation.

~~1-22~~1.25 Member Governments. Members of the Authority. This term refers jointly to Charlotte, DeSoto, Manatee and Sarasota.

~~1-23~~1.26 MGD. Million gallons per day.

~~1-24~~1.27 New Authority Water Supply Demands. The ~~new water supplies request and commitment by contract between a Customer and~~ the Authority ~~is committed by this Contract for the provision of Authority Water Supply Source. The Authority shall maintain a current tabulation of Water Allocation allotted to develop and complete to meet Customer demands as shown on Exhibit "C" as updated annually pursuant to Section 11~~each Customer.

~~1-25~~1.28 Obligation(s). A series of bonds or other evidence of indebtedness, including but not limited to, Financing Documents, notes, commercial paper, capital leases or any other debt of the Authority issued or incurred.

~~1-26~~1.29 Operating and Maintenance Cost(s). For any Contract Year, all costs budgeted and reserves established by the Authority for operating, maintaining and securing the Authority Water Supply Facilities during such Contract Year, including, but not limited to: a) personnel, staffing and operating costs of the Authority related to the operation, maintenance and security of the Authority Water Supply Facilities; b) the general and administrative costs of the Authority related to the operation, maintenance and security of the Authority Water Supply Facilities; c) minor capital expenditures of the Authority for items such as tools, parts, and other equipment and vehicles necessary for the operation, maintenance and security of the Authority Water Supply Facilities; and, d) all costs incurred in obtaining and maintaining the Permits for the Authority Water Supply Facilities.

~~1.271.30~~ ~~1.27~~ Party or Parties. Party shall mean a signatory to this Contract. Parties shall mean DeSoto, Charlotte, Sarasota, Manatee, North Port and the Authority.

~~1.28~~ ~~1.28~~ Peace River Regional Water Treatment Facility (the "1991 Facility"). All real property, interest in real property, fixtures, personal property, wells, buildings, treatment systems, pumps, pipes, storage facilities, reservoirs, aquifer storage facilities and appurtenant or associated facilities located in DeSoto and Sarasota, which were transferred by Charlotte to the Authority pursuant to that certain "Acquisition Agreement" dated May 21st, 1991 by and among the Authority, Charlotte, DeSoto, Manatee, Sarasota and the Southwest Florida Water Management District and any expansion of said facilities undertaken pursuant to that certain "Peace River Water Supply Contract" dated May 21<sup>st</sup>, 1991 by and among the Authority, Charlotte, DeSoto, Manatee and Sarasota. The foregoing notwithstanding, this term shall not include the construction, acquisition or use of any groundwater production wells. "Groundwater production wells" shall not include facilities withdrawing water from the Peace River through the use of horizontal wells not more than 50 feet deep or aquifer storage and recovery wells.

~~1.291.31~~ ~~1.29~~ Peak Month Average Daily Quantity. Authority during the calendar month of the Customer's highest water use, divided by the number of days in that month and expressed in MGD as set by the Customer's Water Allocation.

~~1.301.32~~ ~~1.30~~ Permits. All licenses, permits, authorizations or other approvals from any government or governmental agency, whether federal, state, regional or local, necessary or convenient for the acquisition, construction, expansion and operation of Authority Water Supply Facilities and Authority Water Supply Sources, including but not limited to any general water use permit, temporary water use permit or individual water use permit issued by the Southwest Florida Water Management District or any entity.

~~1.311.33~~ ~~1.31~~ PRO. The Amended Peace River Option Water Supply Contract dated March 8th, 1996 that expanded the Peace River Regional Water Treatment Facility by adding 6 MGD annual average daily quantity of water to the System Capacity-

~~1.321.34~~ ~~1.32~~ Redistribution Pool. A depository of each Customer's Available Water for any Contract Year for purchase by all Customers.

~~1.331.35~~ ~~1.33~~ Regional Transmission System. Those facilities, including appurtenant and associated facilities, owned by the Authority pertaining to the delivery and measurement



of potable water to the Customers of the Authority including but not limited to primary transmission pipes, real property, interest in real property, fixtures and personal property. Regional Transmission System does not include the Aquifer, Storage and Recovery (“ASR”) system or its connecting piping.

~~1.34~~1.36 ~~1.34~~ Regional Water System. All real property, interest in real property, fixtures, personal property, wells, buildings, treatment system, pumps, pipes, storage facilities, reservoir(s), aquifer storage and recovery facilities and appurtenant or associated facilities owned by the Authority, excluding the Regional Transmission System.

~~1.35~~1.37 ~~1.35~~ Renewal and Replacement Charges. The charges established by the Authority for the exclusive purpose of funding renewals and replacements of the Authority Water Supply Facilities. The charges will be established to satisfy the requirements of the Authority’s Obligations and shall be set forth in the annual budget approved by the Authority for the ordinary renewal, replacement, upgrade and betterment of the Authority Water Supply Facilities. Renewal and Replacement Charges do not include capital expenditures associated with the expansion or addition of water treatment, storage, pumping or transmission capacity.

~~1.36~~1.38 ~~1.36~~ Renewal and Replacement Costs. The capital expenditures set forth in the annual budget approved by the Authority for the ordinary renewal, replacement, upgrade, and betterment of the Authority 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.

~~1.37~~1.39 ~~1.37~~ Renewal and Replacement Fund. The fund established by the Authority for the exclusive purpose of funding renewals and replacements of the Authority Water Supply Facilities. The deposits to such fund shall be made in accordance with the requirements of the Financing Documents of the Authority. The balances on deposit in the Renewal and Replacement Fund will be expended for those Renewal and Replacement Costs specifically identified in the annual budget approved by the Authority.

~~1.38~~1.40 ~~1.38~~ Second Amended Interlocal Agreement. The Second Amended Interlocal Agreement Creating the Peace River/Manasota Regional Water Supply Authority executed concurrently with this Contract October 5, 2005.

**Commented [PH1]:** For this paragraph, ran a compare against the Second Amendment to MWSC (rather than the original 2005 MWSC)

~~1.39~~1.41 ~~1.39~~—System Capacity. The total combined capacities of the various components of the Regional Water System in terms of a quantity of water on an average annual daily basis expressed in MGD.

~~1.40~~1.42 ~~1.40~~—Variable Operating and Maintenance Costs. All operating and maintenance costs and expenses of the Authority for the operation, maintenance and management of the Authority Water Supply Facilities that change in proportion to changes in the volume of water produced by the Authority, including, but not limited to, power, chemicals and water purchases.

~~1.41~~1.43 ~~1.41~~—Water Allocation. The portion of the System Capacity of the Regional Water System allotted to a Customer for the term of this Contract as initially specified at Exhibit “B” as increased from time to time pursuant to Section ~~1.42~~.

~~1.42~~1.44 ~~1.42~~—Water Rate. For any Contract Year, the rate established by resolution of the Authority for the sale of water, which, to the extent applicable, shall be comprised of a Base Rate Charge, the DeSoto Payment, and a Water Use Charge.

~~1.43~~1.45 ~~1.43~~—Water Supply Emergency. A loss or reduction in System Capacity caused by drought or a sudden, unexpected, unavoidable interruption in water delivery as declared by resolution by the Authority Board.

~~1.44~~1.46 ~~1.44~~—Water Supply Facilities. All real property, interest in real property, fixtures, personal property, wells, treatment systems, pumps, pipes, storage facilities, reservoirs, aquifer storage and recovery facilities, water transmission mains, any future expansion of said facilities and appurtenant or associated installations owned, leased or otherwise controlled by Charlotte, DeSoto, Manatee, North Port, Sarasota or the Authority and used for the provision of potable water supply.

~~1.45~~ ~~1.45~~ ~~Water Supply Source~~. ~~Any project, construction, acquisition, transfer or transaction creating a new water source or expanding an existing water source developed by the Authority, Charlotte, Sarasota, Manatee, DeSoto or North Port.~~

~~1.46~~1.47 ~~1.46~~—Water Use Charge. For any Contract Year, the rate established by the Authority for payment of the Variable Operating and Maintenance Costs. This Water Use Charge shall be based on Customer metered water usage and shall be the same charge per thousand gallons used for each Customer.

2. **TERM.** The term of this Contract shall begin on the date of its complete execution by all Parties and end on the last day of the Contract Year in which the thirty-fifth (35th) anniversary of the execution date falls. The rights and obligations of any Customer may be extended prior to expiration of the initial term at the option of that Customer for another thirty-five (35) years, said extension to expire on the last day of the Contract Year in which the seventieth (70th) anniversary of the execution date falls. Such option must be exercised at least two (2) years prior to expiration. If during the Contract term, the Authority issues Obligations to construct additional System Capacity to provide additional or maintain existing Water Allocation of the Customers that is secured from the payments made by the Customers for service from the Authority and which repayment period extends beyond the termination date of the Contract as set forth above, the Contract will automatically be extended to include the last payment date of such additional Obligations. Before the expiration of this Contract, the Authority and Customers recognize that a new contract or extension of this Contract will need to be in place to provide ongoing water service from the Authority Water Supply Facilities and all Parties agree to work together in good faith to extend this Contract or create a new contract prior to this Contract's expiration date to meet the overall intent of the Authority to provide regional drinking water.

3. **AUTHORITY CAPACITY.** The Authority ~~shall not be prohibited from maintaining unallocated~~ is authorized to maintain capacity of the Authority Water Supply Facilities.

~~4. **CONDITIONS PRECEDENT.** All rights, obligations and liabilities of the Authority and the Customers shall be subject to the satisfaction of the conditions precedent identified in Section 4.1.~~

~~4.1 Conditions Precedent. The following are conditions precedent to the Parties' rights, obligations and liabilities under this Contract:~~

~~4.1.1 The complete execution of this Contract by the Authority and the Customers.~~

~~4.1.2 The representations set forth in Section 8 are true and correct as of the date this Contract is fully executed by all Parties.~~

~~4.1.3 No change shall have occurred on or before the date this Contract is fully executed by all the Parties in any applicable federal, state or local law, or any applicable federal, state or local rule, regulation or ordinance thereunder, or an interpretation thereof by any applicable regulatory authority or court of competent jurisdiction, that would make the execution or delivery~~

~~of this Contract, or that would make compliance by the Parties with the terms and conditions of said Contract or the consummation by the Parties of the transactions contemplated thereunder, a violation of such law, rule, regulations or ordinance.~~

~~4.1.4 The Authority and North Port shall execute a Settlement Agreement that requires North Port to file a Voluntary Dismissal with prejudice in City of North Port v. Peace River/Manasota Regional Water Supply Authority, Case No. 05-05254, Thirteenth Judicial Circuit in and for Hillsborough County, Florida within ten (10) days of execution of this Contract.~~

~~4.1.5 DeSoto and the Authority shall execute a transfer agreement pursuant to Section 21 herein.~~

~~4.1.6 Notwithstanding Paragraphs 8.4 and 10.5 herein, Charlotte and Sarasota shall establish a means to settle their disagreement over the "Water Sale and Purchase Agreement" between Charlotte and Sarasota dated March 8, 1996.~~

~~4.2 Satisfaction of the Conditions Precedent. The Parties shall exercise good faith and due diligence in satisfying the conditions precedent set forth above and the Authority shall give prompt notice to the other Parties when the foregoing conditions precedent have been satisfied or waived in writing by all the Parties.~~

~~5. **FUNDING FROM THE FEDERAL ENVIRONMENTAL PROTECTION AGENCY ("EPA").** The funding from the EPA grant dated March 28, 1995 shall be used for the construction of the REP.~~

~~64. **INTANGIBLE ASSETS OF THE CUSTOMERS.** Each Customer's Water Allocation and Hydraulic Capacity Entitlement is an intangible asset of that Customer's utility system pursuant to the terms and conditions of the Contract.~~

~~75. **FUNDING FROM SWFWMD.** The funding from the SWFWMD New Water Sources Funding Agreements shall be used for the construction of the REP. All Parties shall work to obtain support obtaining the maximum amount of funding from SWFWMD for the REP, any future expansion of or addition to the Authority Water Supply Facilities and new Authority Water Supply Sources.~~

~~86. **REPRESENTATION OF THE PARTIES.** The Authority, Manatee, Charlotte, DeSoto, Sarasota and North Port make the following representations:~~

86.1 Each Party is duly organized and existing in good standing under the laws of the State of Florida and is duly qualified and authorized to carry on the governmental functions and operations as contemplated by this Contract.

86.2 Each Party has the power, authority and legal right to enter into and perform its obligations set forth in this Contract, and the execution, delivery and performance hereof by it a) has been duly authorized by its governing board; b) does not require any other approvals by any other governmental officer or body; c) does not require any consent or referendum of the voters for Authority financed projects; d) will not violate any judgment, order, law or regulation applicable to the Party; and e) does not constitute a default under, or result in the creation of, any lien, charge, encumbrance or security interest upon the assets of the Party under any agreement or instrument to which it is a Party or by which the Party and its assets may be found or affected except as provided herein under Sections ~~4611.5~~ and ~~4611.6~~.

86.3 This Contract has been duly entered into and delivered by the respective governing boards and, as of the date of its full execution by all Parties, constitutes a legal, valid and binding obligation of said Party, fully enforceable in accordance with its terms provided the enforceability thereof may be limited by any applicable bankruptcy, insolvency, reorganization or other similar laws affecting creditors' rights generally, or by the exercise of judicial discretion in accordance with general principles of equity.

86.4 There is no action, suit or proceeding, at law or in equity, before or by any court or governmental authority, pending or, to the best of the Party's knowledge, threatened against the Party which is not resolved by the execution of this Contract, wherein any unfavorable decision, ruling or finding would materially adversely affect the performance by the Party of its obligations hereunder or the other transactions contemplated hereby, or which, in any way, would adversely affect the validity or enforceability of this Contract, or any other agreement or instrument entered into by the Party in connection with the transaction contemplated hereby. \_\_\_\_

~~9. **REP CONSTRUCTION.** In consideration for financial and other commitments made by the Customers herein, the Authority agrees to permit and construct the REP as a necessary Water Supply Source for the Water Allocations. The cost of construction and construction schedule are attached as Exhibit "G". The Authority agrees to use its best efforts to construct the~~



~~REP in accordance with the schedule set forth in Exhibit "G". The Customers recognize that the construction schedule may be affected by circumstances beyond the control of the Authority including, but not limited to, weather, availability of material and contractors, governmental approvals, and other force majeure. The Authority agrees to keep the Customers apprised of the progress made in construction of the REP and of any delays that may affect the scheduled completion date.~~

~~9.1. Cost of Construction. The Authority will use its best efforts to complete the REP construction project within the budgeted amount shown in Exhibit "G". The Authority will comply with its procurement procedures in the construction of the REP.~~

~~9.2. Insurance. The Authority shall require suitable payment and performance bonds from all principal contractors working on the construction of the project. The Authority shall further require the provision by the principal contractors of hazard insurance, general liability insurance, and worker's compensation insurance from such carriers and at such limits as are customary.~~

~~107. **DELIVERY OF WATER.** During each Contract Year, the Authority shall deliver water to each Customer in accordance with their Water Allocations and the terms and conditions of this Contract. Customers shall pay for and the Authority shall timely develop and deliver new Authority Water Supply Sources and facilities to meet the needs of its Customers as set forth in Sections ~~118~~ and ~~129~~ herein.~~

~~107.1 Allocation. The Authority shall be required to deliver water for a Customer's water demand from its Water Allocation. Future Water Allocations will be delivered only in accordance with a Customer's New Water Supply Demands in Exhibit "C" as modified by projected water demands pursuant to Section ~~118~~ herein. If a Customer meets its payment obligations to the Authority, the Authority shall have the absolute and unequivocal obligation to develop and provide for the Customer's permissible future potable water demand in its Water Allocation and New Water Supply Demands.~~

~~107.2 Limitation of Allocation. The Authority shall not be required to deliver water to a Customer if prohibited by any applicable federal, state, regional or local statute, rule, ordinance, law, administrative order or judicial decree or in violation of applicable Permits. If, at any time, there is insufficient potable water available to fully meet the Water~~

Allocations described above for any reason, then the Customers shall have their Water Allocations reduced on a pro-rata basis.

~~407.3~~ Delivery Point. The Authority shall deliver water through the Regional Transmission System to each Customer only at their respective Delivery Point(s) as identified ~~in Exhibit “D”~~ and maintained by the Authority. Additional Delivery Point(s) may be added by mutual agreement of the Authority and receiving Customer(s).

~~407.4~~ Exceedance of Delivery Schedule. Subject to Section ~~407.5~~ herein, in the event a Customer should receive delivery of water in excess of its Peak Month Average Daily Quantity, its Maximum Daily Quantity, and/or its Annual Average Daily Quantity of its Water Allocation, the Customer shall pay a Conservation Rate as set forth in the Water Rate resolution. During emergency conditions as declared by resolution of the Authority Board, the Authority shall not charge the Conservation Rate for water delivery in excess of the Water Allocation. Exclusive Provider Customer water allocation is determined by the Authority; therefore, Exclusive Provider Customer(s) shall not be assessed exceedance charges.

~~407.5~~ Authority Water Transfers. ~~Upon execution of this Contract by all Customers, all prior contracts transferring Authority water between any of the Customers shall terminate.~~ All Authority water transfers shall be provided solely through the Authority. Notwithstanding the termination of the Water Sale and Purchase Agreement between Charlotte and Sarasota pursuant to this paragraph, both Charlotte and Sarasota hereby reserve and do not in any manner waive any rights or causes of action that one may have against the other with regard to any past due obligations or debts arising out of said Water Sale and Purchase Agreement, to be resolved pursuant to Section 4.1.6. As part of the New Water Supply Demands process set forth below, each Customer shall annually provide to the Authority its projected Authority Water Demands for the next twenty (20) years. The Authority shall then determine the total Customer demands for Authority Water. The Authority shall determine the difference between each Customer’s Water Allocation and projected water demands for the next ten (10) years on an annual basis. By February 15 of each year, the Authority shall provide each Customer with a Notice of Available Water indicating the amount of Water Allocation, if any, above the Authority’s projected water demands for each of the next ten (10) years. Each Customer shall file a response with the Authority within thirty

(30) days of receipt of the Notice of Available Water, either accepting the Available Water quantities as determined by the Authority or providing alternative Available Water quantities, if any, for each of the next ten (10) years. If the Customer supplies alternative Available Water quantities, this quantity shall be placed in the Redistribution Pool. Failure of a Customer to respond within thirty (30) days shall result in that Customer's Available Water quantity as determined by the Authority, being transferred into the Redistribution Pool. Nothing herein shall be construed to require any Customer that timely responds to the Notice of Available Water to provide any of its Water Allocation to the Redistribution Pool. The Redistribution Pool shall be maintained by the Authority to provide the amount of Available Water by Contract Year for up to ten (10) years. Each year shall have a separate Redistribution Pool of water quantities designated. A receiving Customer's failure to pay for water transferred from the Redistribution Pool shall be treated as a default of this Contract. The Authority shall not transfer more water than the amount of Available Water ~~placed~~ in the Redistribution Pool. Nothing in this Section shall relieve a Customer from the irrevocable commitment to pay for its Water Allocations in this Contract.

107.5.1 Assignment and Payment. The Authority shall assign the Available Water based upon Customer request and written confirmation by their governing body of the corresponding payment obligations under this Contract. Customers may request Available Water from the Redistribution Pool for the corresponding time frame of their need for additional water. If there is more demand for water than there is Available Water in a given year, the Authority shall distribute the water on pro-rata basis based on the proportionate Customer demand in the New Water Supply Demands for the year at issue.

107.5.2 Payment. Payment adjustments to the Customers supplying Available Water shall be on a pro-rata basis, based on the percentage of water supplied to the Redistribution Pools for water sold from each Redistribution Pool.

107.5.3 Assessment of Conservation Rate. Only for purposes of calculating the assessment of the Conservation Rate, the Water Allocation of the Customer(s) receiving the Available Water and the Customer(s) providing the Available Water to the Redistribution Pool will be adjusted by the transferred water quantity.

~~407.6~~ Water Supply Emergency. The Authority and its Customers shall seek the interconnection of the Authority Water Supply Facilities with other water supply facilities in the region and the Authority's Water Supply Facilities for the purpose of facilitating the transfer of water among the Authority and the Customers under emergency conditions. The Authority and its Customers shall make available capacity, if any, in their respective Water Supply Facilities to the Customers experiencing a Water Supply Emergency at the established rate of the supplying entity. In a Water Supply Emergency, Conservation Rates, inclining block rates, or excess demand charges of any type shall be waived by all Parties to this Contract for the duration of the declared Water Supply Emergency.

~~418.~~ **FUTURE WATER SUPPLY PROCEDURE**. It is the intention of the Parties that this Section set forth the manner in which each Customer will request, and the Authority will provide, future water supply from the Authority Water Supply Facilities. The Customers acknowledge that a procedure is necessary to provide the Authority with sufficient lead-time for planning and development of ~~new~~Authority Water Supply Sources to meet New Water Supply Demands.

~~8.1.11~~ No later than January 15<sup>th</sup> of each Contract Year, each Customer shall submit to the Authority a report which identifies the following:

- (i) Total projected water demand by Contract Year for the next 20 years ("Total 20 Year Demand");
- (ii) That portion of the Total 20 Year Demand the Customer requires the Authority to fulfill ("Authority Supplied Water") in terms of Annual Average Daily Quantity, Peak Month Average Daily Quantity and Maximum Daily Quantity; and
  1. (iii) The basis for each projection.

The Authority shall review, coordinate, and compile the submitted Total 20 Year Demand and Authority Supplied Water and provide such information to all Customers and the Authority Board. The Authority shall also report to the Customers and Authority Board, its estimation of water demand projections to be supplied by the Authority for its Customers on an annual basis for the applicable twenty-year planning period. The Authority shall use this data, as well as other population and water demand data, as a basis for the planning and development of ~~new~~Authority Water Supply Sources to meet New Water Supply Demands. Each Customer may modify its Total

20 Year Demand and projections for Authority Supplied Water with each subsequent annual filing, subject to the provisions in this Section.

448.2 By submitting its projections for Authority Supplied Water, each Customer is identifying that quantity of water it shall purchase from the Authority in the designated Contract Year. For the initial time period through Contract Year 2013, the New Water Supply Demands as modified at Exhibit "C" shall be the water each Customer irrevocably commits to purchase from the Authority, and the Authority agrees to supply such water. After Contract Year 2013, by submitting its projection for Authority Supplied Water each Customer agrees to purchase, and the Authority agrees to supply, that quantity of Authority Supplied Water identified in the first seven (7) Contract Years of the Total 20 Year Demand. Each Customer may annually update its Total 20 Year Demand and its projection of Authority Supplied Water. However, unless it otherwise has excess water capacity available, the Authority shall not be obligated to accept any change in demand for Authority Supplied Water within the upcoming seven (7) Contract Year period. Annually, the Authority shall issue an addendum to the Contract to update the New Water Supply Demands table at Exhibit "C" for the applicable years beyond Contract Year 2013 to reflect the first seven (7) Contract Years of projected demand for Authority Supplied Water by the Customers.

448.3 The parties acknowledge that the planning, permitting and construction of new Authority Water Supply Sources cannot exactly match the annual New Water Supply Demands. Therefore, the Authority will, from time to time, develop new Authority Water Supply Sources with water quantities that exceed immediate Customer demands. Upon the Authority determination to develop a specific Authority Water Supply Source, the Authority shall assign a proportionate share of the new Authority Water Supply Source Water Allocation to the Customers, to the extent practicable, by applying the new Authority Water Supply Source project quantity to the most immediate New Water Supply Demands. The Authority shall assign Water Allocations to the Customers pro-rata based on their proportionate New Water Supply Demands at the time when the new Authority Water Supply Source Water Allocation would be fully utilized ~~by the total New Water Source Demand.~~ For example, in year ~~2006~~2026, the Authority designates a new Authority Water Supply Source project for 6 MGD to provide water by ~~2008~~2028. The total of New Water Supply Demands does not exceed 6 MGD until ~~2010~~2030, when it is 6.7 MGD. The Water



Allocation assigned by the Authority to Customer A for the 6 MGD project is calculated by taking Customer A's New Water Supply Demand of 2.3 MGD for ~~2010~~2030 divided by the total of all the Customers' New Water Supply Demands of 6.7 for ~~2010~~2030 to determine the Customer Water Allocation Cost Percentage of 34.33%. When the Authority approves a new Authority Water Supply Source project, it shall issue addendum to the following: ~~(1) to increase and update the Water Allocation table at Exhibit "B;" (2) to update the Cost Allocation Percentages~~cost allocation percentages table at Exhibit "F" to show the new project's cost allocation percentages; ~~and, (3) to update the table at Exhibit "H" to show the new project water quantity allocation.~~ The Customers may only be assigned a Water Allocation for their New Water Supply Demands. All costs associated with a new Authority Water Supply Source project, including, but not limited to, planning, design, and construction, shall be recovered from the ~~Customer~~Customers receiving the Water Allocations of the new Authority Water Supply Source project.

~~129.~~ **DESOTO DESIGNATION OF THE AUTHORITY AS ITS EXCLUSIVE PROVIDER OF WATER.** Notwithstanding the foregoing and pursuant to Section 8.1 of the Second Amended Interlocal Agreement, DeSoto elects to be an Exclusive Provider Customer. DeSoto agrees not to develop any additional Customer Water Supply Sources beyond those currently existing identified in Exhibit "I" unless as a joint project with the Authority. If DeSoto meets its payment obligations to the Authority, the Authority shall have the absolute and unequivocal obligation to develop and provide adequate potable water for DeSoto based upon its permittable future potable water demand as outlined herein. The Authority is free to meet DeSoto's water demands by any means it deems fit, including but not limited to using water from the Redistribution Pool or assignment of Water Allocation to meet DeSoto's demands and assigning the associated cost of constructing that portion of new Authority Water Supply Sources to DeSoto as outlined herein.

~~129.1~~ Exclusive Provider Customer Water Allocation. DeSoto and the Authority agree that the current Water Allocation system must be adapted to assure that the Authority maintains its absolute and unequivocal obligation to provide adequate potable water for DeSoto and still assure that DeSoto pays its fair share of new water source development costs. For New Water Supply Demands, DeSoto has provided and agrees to continue to provide the Authority water demand projections in the same manner as other Customers pursuant to

Section ~~448~~; however, the Authority shall use DeSoto's projections as well as other data collected by the Authority to set DeSoto's New Water Supply Demands for each Contract Year. DeSoto shall provide water demand projections in good faith and the Authority shall use its best efforts to match DeSoto's water demand to its assigned Water Allocation. This Water Allocation shall be used to determine DeSoto's Base Rate Charge and other share of costs in the same manner as all other Customers. Nothing in Section ~~429~~ shall allow the Authority to assign all or any portion of another Customer's Water Allocation to DeSoto.

~~429.2~~ Exclusive Provider Customer Water Allocation for the Redistribution Pool. The Authority may designate any portion of the DeSoto's Water Allocation as part of the Redistribution Pool. \_\_

~~13. — ALTERNATIVE DELIVERY. The Authority shall consider alternative delivery, such as design-build, when developing new Water Supply Sources, including the REP.~~

~~14. — REFUNDING THE PRO BONDS. The Authority shall issue Obligations to refund any and all debt outstanding and provide for the rights of bond holders for the PRO. Such refunding obligations shall be issued in an amount sufficient to provide for the payment of the principal of, redemption premium, if any, and interest on the outstanding debt to be refunded.~~

~~1510. SUPERSEDING AND REPLACING ALL PRIOR WATER SUPPLY CONTRACTS. Upon full execution of this Contract and payment described in Section 14, this Contract shall supersede and replace the Amended Peace River Option Water Supply Contract dated March 8, 1996. Upon full execution of this Contract, this Contract shall supersede and replace all other water supply contracts with the Authority, including but not limited to the Peace River Option Water Supply Contract, dated September 20, 1995; the Peace River/Manasota Regional Water Supply Authority/City of North Port, Florida dated May 30, 1991; Peace River Water Supply Contract dated May 21, 1991; and the Acquisition Agreement dated May 15, 1991; October 5, 2005.~~

~~1611. WATER RATE.~~ For each Contract Year, each Customer with a Water Allocation from the Regional Water System shall pay the Authority the Water Rate adopted by resolution of the Authority Board.

~~1611.1~~ Rate Setting. In conjunction with the Authority's annual budget development and adoption process, the Authority shall fix a Water Rate consisting of the Base Rate Charge (adjusted as necessary for customer financing), DeSoto Payment, and Water Use Charge to be paid

on a monthly basis by the Customers for water furnished by the Authority. The Authority shall charge and collect rates that are reasonable and just for all Customers. The rates are not subject to the supervision or regulation by any other commission, board, bureau, agency or other political subdivision or agency of the county or state. ~~Unless a common rate is established for all Debt Service Cost components of the Authority Water Supply Facilities, Until 2028 when debt service payments for the PRO are fulfilled,~~ in determining a Customer's Water Rate, the Authority shall allocate to each Customer, a Base Rate Charge as follows: (1) the Base Rate Charge for ~~1215~~ MGD 1991 Facility known as the Peace River Regional Water Treatment Facility pursuant to the 1991 Facility percentages set forth on Exhibit "F", (2) the 6 MGD PRO shall be allocated pursuant to the PRO percentages set forth on Exhibit "F", and (3) the Base Rate Charge for the 14.7 MGD REP shall be allocated pursuant to the REP percentages set forth on Exhibit "F". ~~After the Debt Service is paid for the 1991 Facility and the PRO, all~~ Debt Service Cost for new Authority Water Supply Sources and other costs associated therewith, such as reserves, coverages, expansion of existing water supply, or the fixed water purchase costs associated with a new Authority Water Supply Source shall be combined with the REP Debt Service Cost for the common Debt Service Cost in the Water Rate. Provided, however, any Customer has the right to carry its own financing or pay in advance for their portion of a new Water Supply Source or expansion of the Authority Water Supply Facility and, in such event, the Debt Service Costs component of the Water Rate shall be adjusted accordingly.

~~4611.2~~ Customer Financing. Each Customer shall have the option to issue their own debt or pay with its available money with respect to its portion of any new Authority Water Supply Source. The entire payment for a Customer's proportionate share shall be made to the Authority within fourteen (14) days of the Authority bond closing. The Authority shall provide notice to all Customers of the Authority bond closing date thirty (30) days prior to the Authority bond closing. To the extent not inconsistent with the Financing Documents, the Base Rate Charge for a Customer who issues its own debt or pays in advance for any such new Authority Water Supply Source (including the REP) shall be adjusted to remove that Customer's Debt Service Costs attributed to the Customer's Water Allocation corresponding to the payment by the Customer for that new Authority Water Supply Source or expansion.

~~46.11.3~~ Accounting, Audits and Adjustments. The Authority shall maintain accounts and records for all funds received and disbursed by it with respect to the Authority Water Supply Facilities in accordance with generally accepted accounting practices applicable to governmental owned and operated water utilities. On an annual basis, the Authority shall provide for an audit to be conducted by a recognized certified public accounting firm experienced in water utility audits.

~~16.4~~ Joint Authority and Customer REP Review and Oversight. ~~Each Party shall designate a staff representative for a joint Authority and Customer committee for the review and oversight of the REP design and construction activities. The Executive Director of the Authority shall be the Authority representative on the committee.~~

~~46.511.4~~ Water Charge to Customers. Each Customer shall pay the Authority its invoiced Water Rate and any applicable Conservation Rate charges on a monthly basis following the calendar month in which the charges were incurred and invoiced. The Customers shall submit payment to the Authority for the monthly charges within thirty (30) days of receipt of the invoice. Failure to pay monies shall create a debt with respect to the non-paying Customer's utility system. A Customer that fails to pay within ninety (90) days after the Authority has mailed its invoice shall be in default pursuant to this Contract. Upon thirty (30) days written notice, the Authority may discontinue delivery of water to any Customer in default for nonpayment and/or may transfer the defaulting Customer's Water Allocation in whole or in part to another Customer in good standing, for the remaining term of this Contract.

~~46.611.5~~ Source of Payments. Each Customer's obligation to pay any monies due under this Contract does not constitute general indebtedness. Neither the Authority nor the holders of any obligations issued by the Authority in order to finance or refinance the expansion, alteration, improvement, replacement or operation of the Authority Water Supply Facilities shall have a right to require or compel any Customer to exercise its ad valorem taxing power to pay its obligations and liabilities under this contract or to compel payment from any source other than as indicated in this Section. Each of the Customers, however, shall and do hereby covenant to set water rates for its respective customers at a level sufficient to pay all monies due the Authority under this Contract.

~~46.711.6~~ DeSoto Payment. The Authority shall collect from its Customers in accordance with Exhibit “A”, the DeSoto Payment and remit it to DeSoto. If the quantities of water allocated to the Authority under SWFWMD Water Use Permit Number ~~20110420.08~~ are modified and Authority Customer’s Water Allocation in Exhibit “B” is amended for more than 34.7 MGD (Annual Average Daily)~~2010420.11~~ are increased or if additional entities become Customers of the Authority, then the amount and methodology of the DeSoto Payment to be paid to DeSoto shall be ~~readdressed by~~ presented to all Parties to ~~the~~this Contract. for approval.

Commented [PH2]: For this paragraph, ran the compare against the 2nd amendment to the MWSC (rather than the original 2005 MWSC)

~~47.12.~~ **FUNDING FOR MANAGEMENT AND PLANNING.** It is acknowledged that Management and Planning Costs of the Authority may be obtained from the Customers in a manner determined by the Authority Board, and that additional funds available for Management and Planning Costs shall be sought by the Authority from the federal and state government, including but not limited to the Florida Department of Environmental Protection, ~~Florida Department of Community Affairs,~~ the Southwest Florida Water Management District, ~~the Basin Boards of the Southwest Florida Water Management District,~~ and appropriate utilities and agencies.

~~18. — PAYMENT TO CHARLOTTE FOR OVERSIZED FACILITIES.~~ Pursuant to prior contract provisions, payment is due to Charlotte for certain oversized facilities. Any Customer may prepay its portion of the Charlotte Oversized Facilities Payment directly to Charlotte, but must elect to do so on or before October 15, 2005 with immediate notice to the Authority and payment to Charlotte by November 30, 2005.

~~18.1 — Payment for Oversized Facilities for the PRO.~~ The PRO oversized facility payment was made to Charlotte in the amount of \$3,191,883.00. When the PRO bonds are refunded, Customers other than Charlotte are to pay the Debt Service Cost on the remaining financed portion of the \$3,191,883.00 with Sarasota paying 87.5% and DeSoto paying 12.5%.

~~18.2 — Payment for Oversized Facilities for the REP.~~ The Authority shall pay Charlotte all remaining oversized facility charges totaling \$3,287,098.00 upon closing of the bond issuance for the REP. This payment is calculated as the total oversize facility charge of \$4,515,864.00 less Charlotte’s portion of 27.21% of the REP allocation percentage from Exhibit “F”, or \$1,228,766.00. All obligations to Charlotte for oversized facilities payment set forth in all previous contracts or agreements, including but not limited to, the Peace River Water Supply Contract dated May 21, 1991; the Amended Interlocal Agreement



creating the Peace River/Manasota Regional Water Supply Authority dated May 21, 1991; and the Acquisition Agreement dated May 21, 1991, shall be satisfied upon receipt of the payment by Charlotte of the \$3,287,098.00. The REP oversized facilities payment is to be paid by Customers other than Charlotte, and shall be based on the Debt Service Cost associated with financed portion of the oversized facilities payment to Charlotte of \$3,287,098.00 for the REP and shall be allocated with Sarasota paying 85.62%, North Port paying 13.28% and DeSoto paying 1.1%.

19. ~~PAYMENT TO CHARLOTTE FOR PEACE RIVER REGIONAL WATER TREATMENT FACILITY (“1991 FACILITY”).~~ Upon payment of the \$3,287,098.00 specified above, the Authority’s total debt to Charlotte for the transfer from Charlotte of the 1991 Facility shall be \$18,299,274.17 with the Authority annually paying \$1,971,557.00 in equal installments on a monthly basis, with the last payment being on October 1, 2021. The redemption of this debt shall be governed by Exhibit “J”. The Authority’s payment to Charlotte for the 1991 Facility shall be allocated among DeSoto, Charlotte and North Port pursuant to the 1991 Facility cost allocation percentages set forth on Exhibit “F”. This payment schedule shall supersede and replace any prior agreement, contract or other document for any payment or Obligation to Charlotte for transfer of the 1991 Facility or any other assets, real estate, facilities or any other property or service to the Authority prior to the date of this Contract.

20. ~~NORTH PORT PAYMENT TO CHARLOTTE.~~ Pursuant to the Peace River/Manasota Regional Water Supply Authority/City of North Port, Florida Water Supply Contract dated May 30, 1991, Charlotte reserved water capacity for a period of time for North Port. North Port was then obligated to repay the cost of the water reservation to Charlotte. Payment by North Port through the Authority to Charlotte has been made since 1992 at a monthly amount of \$398.42. Since the Master Water Supply Contract supersedes the Peace River/Manasota Regional Water Supply Authority/City of North Port, Florida Water Supply Contract dated May 30, 1991, this North Port obligation is established in this Contract. North Port shall pay the Authority \$398.42 monthly with the last payment on October 1, 2021. The Authority shall pass through the payment being made to Charlotte each month.

21. ~~TRANSFER OF DESOTO FACILITY.~~ Provided a transfer agreement is executed by DeSoto and the Authority, the Authority shall pay DeSoto \$800,000.00 for DeSoto to

~~transfer to the Authority the real property and water well, appurtenances and any necessary permits for use of the water well and specified facilities in place identified in the transfer agreement. This payment from the Authority shall be funded from REP Debt Service Cost. The payment to DeSoto will be in the form of a credit for DeSoto's payment obligation pursuant to the DeSoto County Regional Pipeline Extension Amended Pipeline Agreement dated June 21, 2004.~~

2213. **DEVELOPMENT OF FUTURE WATER SOURCES.** The Authority and its Customers shall develop new Water Supply Facilities as follows:

2213.1 **General.** The Authority shall develop new Authority Water Supply Facilities to meet the water demands of its Customers ~~as shown in Exhibits "B" and "C"~~their New Water Supply Demands which will reflect the ~~projections provided as specified above or~~Water Allocation at the determination of the Authority for ~~DeSoto-Exclusive Customer(s).~~

2213.2 **Procedures for New Authority Water Supply Facilities.** The Authority shall 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. For new Authority Water Supply Facilities located or proposed to be located within the jurisdiction of North Port, North Port shall be the salesole entity that grants or denies consent to the Authority.

~~22.13.2.1.~~ 2213.2.1. The Authority shall provide written notification of its intention to apply or seek the transfer of a Permit for new Authority Water Supply Facilities to the Customer in whose jurisdiction the Authority Water Supply Facilities are located or will be located. Such notification shall be given no less than sixty (60) days prior to submitting the Permit application or requesting the Permit transfer. The Customer shall notify the Authority within sixty (60) days of its decision to grant or deny consent to the Authority to acquire, develop, construct or operate the new Authority Water Supply Facilities within its jurisdiction. If a Customer denies consent, the Customer's notification shall provide an explanation of the reasons for denial.

2213.2.2. Upon notification of denial by a Customer to the Authority, a meeting between the staff of the Authority and the Customer shall be held within forty-five (45) days of the notification of denial. This meeting shall be organized and scheduled by the Authority. During this meeting, the staff of

the Authority and the Customer shall attempt to reach an agreement to grant consent to the Authority to acquire, develop, construct or operate new Authority Water Supply Facilities within the Customer's jurisdiction.

[2213.2.3.](#) If no agreement is reached within forty-five (45) days of notification of denial, the Authority and the Customer shall participate in mediation, the costs of which shall be equally divided between them. The Authority and the Customer shall endeavor in good faith to select a mutually acceptable mediator. If the Authority and the Customer are unable to mutually agree on a mediator within fourteen (14) days after the staff meeting held pursuant to paragraph [2213.2.2.](#), the Authority and the Customer shall agree to accept a mediator selected by the Florida Conflict Resolution Consortium. Upon the selection of a mediator, the Authority and the Customer shall schedule mediation to occur within fourteen (14) days. Mediation shall be completed within forty-five (45) days of the first mediation conference unless extended by mutual written agreement of the Authority and the Customer. Subsections (b), (c), (d), and (e) of Rule 1.720 of the Florida Rules of Civil Procedure are applicable to the mediation proceedings. Designees of the Authority and the Customer attending the mediation shall include a governing body member who has the full authority to negotiate on behalf of its entity and to recommend an agreement to its governing body. In the event of any breach or failure to perform mediation under this section, the Authority or Customer may seek appropriate remedies to mandate this mediation process.

[2213.2.4.](#) If consent to the Authority by a Customer is not agreed to at the mediation, the Authority shall withdraw the Permit application or request for Permit transfer.

[2213.3](#) **Procedure for the Authority's Customers.** Whenever a Customer ("Applicant Customer") intends to apply or seek the transfer of a Permit for Water Supply Facilities located or that will be located within the jurisdiction of another Customer, the Applicant Customer shall provide written notification of its intention to apply or seek the transfer of a Permit for Water Supply Facilities to the Customer ("Host Customer") in whose jurisdiction the Water

Supply Facilities are located or will be located. Such notification shall be given no less than sixty (60) days prior to submitting the Permit application or requesting the Permit transfer. The Host Customer shall notify the Applicant Customer within sixty (60) days of its decision to grant or deny consent to the Applicant Customer to acquire, develop, construct or operate the Water Supply Source within its jurisdiction. If a Host Customer denies consent, the Host Customer's notification shall provide an explanation of the reasons for denial. The Applicant Customer shall immediately withdraw its Permit application or request for transfer of a Permit upon notification of denial by the Host Customer.

**2314. HYDRAULIC CAPACITY ENTITLEMENT IN REGIONAL TRANSMISSION SYSTEM.** Each Customer shall be provided its respective Hydraulic Capacity Entitlement of the hydraulic capacity in the transmission facilities that has been constructed at the time of execution of this Contract or will be constructed by the Authority during the term of this Contract for the benefit of such Customer(s) to deliver potable water from the Regional Water System to the respective Customer(s) Delivery Point. Each Customer's current Hydraulic Capacity Entitlement percentage or amount in the current Regional Transmission System is set forth on Exhibit "E". A Customer's Hydraulic Capacity Entitlement in segments of the Regional Transmission System constructed after the date of this Contract will be determined on a transmission line segment basis by the Authority. On an annual basis, the Authority shall update and maintain a current tabulation of all Customer Hydraulic Capacity Entitlement and Authority hydraulic capacity in pipelines. All Hydraulic Capacity Entitlement Cost of the Hydraulic Capacity Entitlement will be the sole responsibility of the Customer(s) benefiting from such facilities. If more than one Customer uses the same transmission segment as designated by the Authority, then each shall pay their proportionate share of the Hydraulic Capacity Entitlement Cost.

**2314.1** In the event a Customer requests capacity in a transmission line segment that is an existing component of the Regional Transmission System, and the capacity percentage of which has been fully allocated, the Authority shall not grant capacity to the requesting Customer without first obtaining approval from the Customer(s) to whom the hydraulic capacity in that transmission line has previously been allocated. In the event the Authority modifies

the Hydraulic Capacity Entitlement, the application of all future service rates and charges will be adjusted accordingly.

~~23.2 If requested by North Port, the Authority shall construct, and North Port shall pay for its proportional share of the Hydraulic Capacity Entitlement Cost of a new segment of the Regional Transmission System between Delivery Points identified by North Port and acceptable to the Authority on the basis of system hydraulics. The Authority and North Port may agree to a water delivery alternative utilizing the existing stub-outs along the 42-Inch RTS (2) transmission main identified in Exhibit "D", subject to the change of apportionment of Hydraulic Capacity Entitlement Cost on terms mutually agreeable to North Port, Sarasota and Authority.~~

**2415. ADDITIONAL REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE AUTHORITY.** The Authority hereby represents, warrants and covenants to the Customers as follows:

**2415.1 System Operation.** Operation and maintenance of the Authority Water Supply Facilities shall be the responsibility and the obligation of the Authority. The Authority shall be responsible to adopt an adequate budget to pay all of the Operating and Maintenance Costs of the Authority, to satisfy all the Authority's Obligations, to provide for the requisite Bond Coverage Costs to meet all required tests set forth in the Financing Documents, to provide for renewal and replacement costs to keep the Authority Water Supply Facilities in good operating order and to provide for any sinking funds and other reserves necessary to provide the water service as set forth in this Master Water Supply Contract. The Authority shall provide sufficient personnel, with appropriate experience to undertake all regulatory requirements, including, but not limited to, those imposed by the Florida Department of Environmental Protection, the Southwest Florida Water Management District, the State of Florida Department of Health and the United States Environmental Protection Agency. If new regulatory requirements necessitate capital improvements or budget amendments, the Authority shall take all necessary actions to accomplish the same. The Authority shall be responsible for all regulatory violations including compliance costs or penalties assessed for same, which arise out of or are solely created through: (1) material errors or omissions by its personnel and agents in the day-to-day operations of the Authority Water Supply Facilities; or (2) the failure of the Authority to timely proceed administratively to undertake



or complete a requirement imposed by any regulatory agency in any consent order or operating permit. The Authority shall maintain adequate catastrophic insurance on the Authority Water Supply Facilities on such terms and amounts as established by the Authority.

2415.2 Water Quality. The Authority shall use its best efforts to deliver water of good and uniform quality from the Authority Water Supply Facilities to the Delivery Point(s). The water delivered by the Authority to the Delivery Point(s) shall be stabilized and shall meet all federal, state or regional regulations and orders relating to drinking water, which are applicable to water produced, stored and transported at and through the Authority Water Supply Facilities.

2415.3 Water Measurement. The Authority shall use its reasonable efforts to measure all water delivered to the Delivery Point(s) of Customers. The Authority shall own and maintain the meters at all Delivery Point(s). The Authority shall maintain complete and accurate records of its water measurements. Water flow measurements recorded by the Authority shall be the exclusive means of determining the quantity of water delivered to the Delivery Point(s) under this Contract. The metering equipment shall be of standard make and type, installed at a readily accessible location, and shall record flow with accuracy sufficient to meet all applicable reporting requirements. The Authority will check the accuracy of the meters annually, provide a report regarding the condition, accuracy and state of the meters and provide for a certified calibration test and any appropriate recalibration. Upon request and at the expense of the Customer, the Authority shall make arrangements for a meter test to be conducted by an independent testing facility who shall conform to the manufacture's standards and where appropriate conduct the test as a field test. The Customers may be present when the meters are checked for accuracy, and the test records shall be made available for inspection by the Customers upon reasonable request. If the accuracy of the meter is determined to be at least four (4) percent beyond the limits prescribed by the manufacturer, the meter will be assumed to have been inaccurate from the mid-point of the time since the last annual inspection, or the last calibration, or the last independently certified test, or the last six (6) months whichever is less. The following month's billing will be adjusted taking into account the nature of the inaccuracy to show a credit or additional charge to the respective Customer for the metered flow for that period.

2415.4 Permits. The Authority shall use its best efforts to obtain all Permits necessary to provide the Customers with water in accordance with the Water Allocations, New Water Supply Demands and its duty to its Exclusive Provider Customer(s).

2415.5 Financing the Authority Water Supply Facilities. The Authority shall use its best efforts to borrow funds and to set adequate reserves and budgeted expenditures necessary to cover costs to be incurred in constructing, acquiring, operating, maintaining, repairing, replacing or upgrading the Authority Water Supply Facilities.

2415.6 Acquisition of Real Property. The Authority shall use its best efforts to acquire all interest in real and personal property (if any) necessary for the expansion, construction, management and operation of the Authority Water Supply Facilities. The Authority shall retain in its own name any interest in real property acquired in connection with the Authority Water Supply Facilities.

2415.7 Water Pressures. The Authority shall use its best efforts to supply water under normal operating conditions at the Annual Average Daily Quantity at a pressure not less than 65 psi at the Customer Delivery point(s) to the Customer unless a different pressure is specified in Exhibit "D". The Authority will not be responsible for interruptions or abnormal operating conditions that cause reduced pressures for interim periods that are beyond the Authority's control.

2415.8 Priority of Payment. All monies received by the Authority from the Customers pursuant to this Contract shall be applied in the following order of priority:

FIRST: To the payment of Operating and Maintenance Cost (other than renewal of replacement costs) as provided in the Financing Documents for the Obligations;

SECOND: To the payment of Debt Service Cost as provided in the Financing Documents for the Obligations;

THIRD: To the payment of the renewal and replacement costs;

FOURTH: To the payment of the DeSoto Payment ~~and Charlotte Obligations~~;

FIFTH: To the payment of any charges or Obligations due and owing by the Authority.

2516. ADDITIONAL REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE CUSTOMERS. The Customers hereby represent, warrant and covenant to the Authority as follows:

2516.1 Irrevocable Commitment to Pay. The Customers recognize that circumstances, such as equipment maintenance or failure, construction delays, failure to obtain Permits, limitations on Permits, transmission line ruptures or defects, acts of God, etc., may prevent the performance by the Authority of its obligations pursuant to this Contract. Under such circumstances, the Customers shall continue to pay their respective Water Rate throughout the term of this Contract. Said payments by the Customers shall be made without notice or demand and without set-off, counterclaim, abatement, suspension or deduction. The Authority ~~is undertaking construction of the REP and~~ will construct additional water supply projects and operation and maintenance of the Authority Water Supply Facilities based in part on the representations, warranties and covenants of the Customers set forth in this Contract.

2516.2 Acquisition of Real Property. Subject to Section 2213 herein, the Customers shall promptly cooperate with the Authority in acquiring all interests in real property necessary to construct, manage and operate the Authority Water Supply Facilities and Authority Water Supply Sources.

2516.3 Utility System Charges. The Customers shall fix, revise, maintain and collect such fees, rates, tariffs, rentals or other charges for the use of products, services and facilities of their water utility systems as shall be necessary to fund the timely payment of their respective obligations and liabilities under this Contract as well as all other obligations payable from the revenues of their water systems.

2516.4 Cooperation on Permits. Subject to Section 2213 herein, for the construction and operation of the facilities necessary for ~~the REP and~~ future Authority Water Supply Sources and Authority Water Supply Facilities, the Customers shall promptly cooperate with the Authority in obtaining any and all Permits necessary or convenient for construction, expansion, alteration, replacement or operation.

2516.5 Cooperation on the REPProjects. The Customers shall promptly cooperate with the Authority in property acquisition or other actions necessary for operating or expanding ~~for the REP~~ Authority Water Supply Facilities.

2516.6 Utility System Operation and Maintenance Account. Each Customer shall maintain its water utility system operation and maintenance accounts throughout the term of this Contract for the purpose of paying its obligations and liabilities under this Contract. At all

times during the term of this Contract, the Customers' obligations and liabilities under this Contract shall be considered an operating expense of its water utility systems and shall be paid from its water utility systems operation and maintenance accounts or capacity fee account or facility investment fees, if appropriate; provided, however, that such obligations and liabilities of a Customer shall not be considered an operating expense of its water utility system nor need it be paid from the operation and maintenance account to the extent the Customer has budgeted and appropriated legally available moneys for such purpose and is current on all its obligations arising hereunder. For the purpose of paying their obligations and liabilities under this Contract, Customers may utilize, in addition to their water utility operation and maintenance accounts, facility investment fees or other capacity fees as identified in their adopted rate resolutions.

2516.7 Cooperation on Issuance of Authority Obligations. Each Customer shall cooperate with the Authority in issuance of the Authority's Obligations. In such connection, each Customer and the Authority shall comply with reasonable requests of each other and will, upon request, do as follows: (i) make available general and financial information about itself; (ii) consent to publication and distribution of its financial information; (iii) certify that its general and financial information is accurate, does not contain any untrue statements of a material fact and does not omit a material fact necessary to make the statements in the information, in light of circumstances under which they are made, not misleading; (iv) make available certified copies of official proceedings; (v) provide reasonable certifications to be used in a transcript of closing documents; and (vi) provide and pay for reasonable requested opinions of counsel as to the validity of its actions taken in respect to and the binding effect of the Second Amended Interlocal Agreement and this Contract, and pending litigation which could materially affect its performance hereunder. Each Customer shall provide the Authority reasonable assurance that no actions taken by it shall adversely affect the exclusion from gross income of interest on the Authority's Obligations for purposes of federal income taxation. Each Customer covenants to assist the Authority in any reasonable manner with respect to the issuance of such Obligations, including but not limited to participation and assistance with any court proceeding seeking to validate the Obligations pursuant to Chapter 75, Florida Statutes.

~~25~~16.8 **Payment for Obligations.** If a Customer defaults on the payment of its Water Rate established pursuant to this Contract, each non-defaulting Customer shall have the option to take the defaulting Customer's pro-rata share (based of each Customer's percentage of the total Water Allocation of the Authority) and corresponding payment obligation of the defaulting Customer's Water Allocation within sixty (60) days of notice of the defaulting Customer's Water Allocation from the Authority. If any of the defaulting Customer's Water Allocation remains after the expiration of sixty (60) days notice period, then each non-defaulting Customer may by mutual agreement with the Authority take any or all of the remaining Water Allocation and corresponding payment obligation created by the default. Any portion of the defaulting Customer's Water Allocation that remains unallocated shall be added to the Redistribution Pool or designated as Authority water capacity; however, these actions shall not relieve the defaulting Customer of its payment obligation to the Authority.

~~26~~17. **PLEDGE OF CONTRACT REVENUES.** The Authority may pledge any payments, interest or other income or revenues derived under this Contract for the purpose of securing any revenue bonds issued by the Authority to finance the ~~REP and new water supply~~Authority Water Supply Source or other projects of the Authority Water Supply Facilities.

~~27~~18. **NORTH PORT'S OPTION TO BECOME A MEMBER.** If the Authority pursuant to the process set forth in the Second Amended Interlocal Agreement, adds a municipality as an Authority Member Government, then North Port at its option may become a member of the Authority upon the same terms and conditions as the new municipality member. North Port must exercise its option within thirty (30) days of the effective date of the amendment to the Second Amended Interlocal Agreement adding the new municipality as a member.

~~28. IMPLEMENTATION AGREEMENT. An Implementation Agreement dated March 8, 1996 was entered into by the Authority and Charlotte that provides, in part, that no further expansion of the Peace River Regional Water Treatment Facility beyond the PRO can be implemented without the Southwest Florida Water Management District setting the Minimum Flow and Levels for the Peace River. Charlotte, without waiving the application of the Implementation Agreement to any further expansion of the Authority Water Supply Facilities beyond the REP, agrees not to apply the provision of the Implementation Agreement to the development, construction or operation of the REP. However, the Implementation Agreement~~



~~applies to any further expansion of the Peace River Regional Water Treatment Facility beyond the REP; and it requires that before any further expansion is implemented, Minimum Flows and Levels must be set for the Peace River or the Authority must complete a Section 403.412, Florida Statutes, action including an appeal of an adverse ruling of the lower tribunal, against the District to require it to set Minimum Flows and Levels for the Peace River.~~

**2919. RE-RATING REGIONAL WATER SYSTEM.** To the extent that any component of the Regional Water System is re-rated or treatment capacity is modified with the appropriate regulatory agencies (either an increase or decrease in capacity), then each Customer's corresponding Water Allocation will be adjusted pro-rata on a basis consistent with the Cost Allocation percentage of each Customer, ~~as of the date of the re-rating occurs.~~ The Authority agrees not to initiate a re-rating process with the intent to reduce System Capacity. For example, a Customer with a Water Allocation of 10 would receive an increase in Water Allocation of 100,000 gallons per day for a 1,000,000 gallon per day re-rating increase. To the extent that the re-rating of the Regional Water System results in the incurrence of additional capital expenditures, the Authority will notify the affected Customers of such expenditures. The expenditures required for and the associated re-rating will be allocated proportionately pursuant to the Water Allocation percentage unless any Customer(s) decide not to participate in the cost and associated benefits of the re-rating. If a Customer does not participate in the re-rating, then the change in Water Allocation and the expenditures will be allocated pro-rata to the participating Customers in accordance with their Water Allocation. All expenditures associated with re-rating will be the responsibility of the participating Customers and are to be paid to the Authority in accordance with the Contract. To the extent any increase in Water Allocation is not allocated to the Customers, it shall be ~~transferred to~~ held as Authority capacity that may be placed in the Redistribution Pool.

**3020. DEFAULT AND REMEDY.** Recognizing the region's paramount need for a safe and dependable source of water supply, the Parties agree this Contract may not be terminated prior to the normal expiration date specified in Section 2 and the remedy for a breach of the Contract shall be specific performance, injunctive relief and any other equitable relief, as well as monetary damages.

**3121. DESIGNATION AS REPRESENTATIVE AND CO-APPLICANT STATUS.** The Authority and the Customers shall be co-applicants for any ~~SWFWHD~~ SWFWMD water use permits needed for the Authority Water Supply Facilities and Authority Water Supply Sources.

Subject to Section [2213](#) herein, the Customers shall waive all objections to the Permit applications relating to the acquisition, operation, replacement or expansion of the Authority Water Supply Facilities and Authority Water Supply Sources issued by a federal, state, or regional governmental entity. The Customers hereby designate the Authority as their representative with respect to any such Permit or in any administrative or judicial proceeding relating thereto.

[3222](#). **APPLICABLE LAW AND VENUE.** The laws of the State of Florida govern the validity, interpretation, construction and performance of this Contract and venue for any suit involving this Contract shall be in Hillsborough County, Florida.

[3323](#). **NO ASSIGNMENT.** The rights, obligations and interests of the Customers and Authority under this Contract may not be wholly or partially sold, assigned, transferred, pledged or hypothecated unless approved in writing by all Parties.

[3424](#). **NOTICE.** All notices, demands, requests and other communications shall be deemed sufficient and properly given, if in writing and delivered in person to the following addresses, sent by certified or registered mail, or by overnight delivery, postage prepaid with return receipt requested, at such addresses; provided, if such notices demands, requests or other communications are sent by mail or overnight delivery, 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, ~~1645 Barber Road, Suite A, Sarasota, 9415 Town Center Parkway, Lakewood Ranch,~~ Florida ~~3424034202~~; the Charlotte County Administrator's Office, Charlotte County Administration Center, 18500 Murdock Circle, Port Charlotte, Florida 33948-1094; Manatee County Administrator's Office, Manatee County Administration Center, 1112 Manatee Avenue West, Suite 920, Bradenton, Florida 34205; the DeSoto County Administrator's Office, 201 East Oak Street, Arcadia, Florida 34266; the Sarasota County Administrator's Office, 1660 Ringling Boulevard, Sarasota, Florida 34236; and the North Port City Manager's Office, ~~5650 North Port~~[4970 City Hall](#) Boulevard, North Port, Florida ~~3428734286~~. Any Party may, by like notice, designate any further or different addresses to which subsequent notices shall be sent.

[3525](#). **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.

**3626. THIRD PARTY BENEFICIARIES.** No right or cause of action shall accrue upon or by reason hereof, or for the benefit of any person not expressly named as a Party in this Contract, except for any holders of Obligations and/or credit enhancers relating to Obligations who shall be third party beneficiaries of this Contract.

**3727. WAIVER.** Unless otherwise specifically provided by the terms of this Contract, no delay or failure to exercise a right resulting from any breach of this Contract 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 Contract 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 expressly or impliedly, any other breach under this Contract.

**3828. AUTHORIZED REPRESENTATIVES.** For purposes of this Contract, the Parties authorized representatives are as follows: the Authority Executive Director, the Charlotte County Administrator, the DeSoto County Administrator, the Manatee County Administrator, the Sarasota County Administrator, and the City of North Port City Manager. Any Party may change its authorized representative at any time by written notice to all other Parties.

**3929. SECTION CAPTIONS AND REFERENCES.** The section headings and captions contained herein are included for convenience only and shall not be considered part of this Contract or affect in any manner its construction or interpretation. Except as otherwise indicated, all references herein to sections are to sections of this Contract.

**4030. SEVERABILITY.** In the event any provision of this Contract shall, for any reason, be determined invalid, illegal or unenforceable in any respect, the Parties shall negotiate in good faith and agree to such amendments, modifications or supplements to this Contract 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 Contract, as amended, modified, supplemented or otherwise affected by such action, shall remain in full force and effect.

**4131. ATTORNEYS FEES AND COST.** In the event there is litigation arising under or related to this Contract, the losing Party or Parties shall pay to the successful Party or Parties all attorney's fees and costs and expenses incurred in enforcing the Contract, including attorneys' fees

incurred on appeal, in adversarial administrative proceedings and in connection with bankruptcy proceedings, to the extent allowed by law. This provision shall survive the termination of this Contract.

**4232. AMENDMENT.** This Contract may only be amended by a writing duly executed by the Authority, Manatee, Charlotte, DeSoto, Sarasota and North Port and only to the extent permitted by the Financing Documents authorizing the issuance of the Obligations.

**4333. ENTIRE AGREEMENT.** This Contract shall constitute the entire agreement of the Authority, Charlotte, Manatee, DeSoto, Sarasota, and North Port with respect to the Authority's provision of drinking water supply.

**4434. FURTHER ASSURANCES.** The Authority, Manatee, Charlotte, DeSoto, Sarasota, and North Port each shall use all reasonable efforts to provide such information, execute such further instruments and documents and take actions as may be reasonably requested by another Party and not inconsistent with the provisions of this Contract and not involving the assumption of obligations or liabilities different from, in excess of or in addition to those expressly provided for in this Contract to carry out the intent of this Contract.

**4535. CONSENTS.** To the extent that the consent of any Party to this Contract is required as a condition to the action of other Parties, such consent shall not be unreasonably withheld.

**4636. SUCCESSORS AND ASSIGNS.** This Contract shall be binding upon and inure to the benefit of the respective successors, permitted assigns, administrators and trustees of the Authority, Manatee, Charlotte, DeSoto, Sarasota, and North Port.

**4737. EXECUTION OF DOCUMENTS.** This Contract shall be executed in fifteen (15) duplicate originals, any of which shall be regarded for all purposes as an original and all of which shall constitute one and the same instrument.

**4838. INTERLOCAL AGREEMENT.** This Contract shall constitute an interlocal agreement pursuant to Section 163.01, Florida Statutes. A true and correct copy of this Contract and any subsequent amendments shall be recorded by the Authority with the clerk of the circuit court in Manatee, Charlotte, DeSoto and Sarasota.

**4939. AMBIGUITY.** The Parties agree that each one has played an equal part in the negotiation and drafting of this Contract, and in the event any ambiguity should be asserted or

realized in the interpretation or construction of this Contract, the result of such ambiguity shall be equally assumed and realized by each Party.

5040. **SOVERIGN IMMUNITY.** The Customers intend to avail themselves to 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)(0), Florida Statutes, therefore the Customers are not jointly liable for the torts of the officers or employees of the Authority, or any other tort attributable to the Authority, and that only the Authority shall be liable for torts attributable to it or for 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. The Customers intend the Authority to have all the privileges and immunities from liability and exemptions from laws, ordinances, rules and common law which apply to the municipalities and counties of the State of Florida. Nothing in this Contract is intended to inure to the benefit of any third-party for the purposes of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

5141. **CONFLICT WITH INTERLOCAL AGREEMENT.** To the extent any provision herein shall conflict with a provision in the Second Amended Interlocal Agreement, the provision in the Second Amended Interlocal Agreement shall be controlling.

5242. **GOOD FAITH.** The Parties agree to exercise good faith and fair dealing in respect to all matters relating to this Contract.

5343. **WATER PURCHASE.** The Customers shall have a preferential right to purchase water from the Authority. The Authority may purchase water from any source available.



**IN WITNESS WHEREOF**, the Authority, Manatee, Charlotte, DeSoto, Sarasota, and North Port have executed this Contract on the day, month and year first above written.

PEACE RIVER/MANASOTA REGIONAL  
WATER SUPPLY AUTHORITY

WITNESS:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_;

Date: \_\_\_\_\_;

Approved as to form:

\_\_\_\_\_  
Attorney for Peace River/Manasota  
Regional Water Authority

Formatted: Indent: Left: 0", First line: 0"

STATE OF FLORIDA  
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, 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/she 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 \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public  
My Commission  
Expires: \_\_\_\_\_

BOARD OF COUNTY COMMISSIONERS  
OF CHARLOTTE COUNTY

By: \_\_\_\_\_  
Chairman  
Date: \_\_\_\_\_

ATTEST:  
\_\_\_\_\_, Clerk of Circuit  
Court and Ex-Officio Clerk to the  
Board of County Commissioners

By: \_\_\_\_\_  
Deputy Clerk

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

\_\_\_\_\_  
Attorney for Charlotte County

STATE OF FLORIDA  
COUNTY OF CHARLOTTE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared, \_\_\_\_\_, to me known to be the person described in and who executed the foregoing instrument on behalf of Charlotte County, and \_\_\_\_\_, acknowledged before me that \_\_\_\_\_, 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 \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

DESOTO COUNTY  
BOARD OF COUNTY COMMISSIONERS

WITNESS:

By: \_\_\_\_\_  
Chairman  
Date: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Attorney for DeSoto County

STATE OF FLORIDA  
COUNTY OF DESOTO

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared, \_\_\_\_\_, to me known to be the person described in and who executed the foregoing instrument on behalf of DeSoto County, and \_\_\_\_\_, acknowledged before me that \_\_\_\_\_, 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 \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
MANATEE COUNTY  
BOARD OF COUNTY COMMISSIONERS

WITNESS:

\_\_\_\_\_  
By: \_\_\_\_\_  
Chair  
Date: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Attorney for Manatee County

STATE OF FLORIDA  
COUNTY OF MANATEE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State  
aforesaid and in the County aforesaid to take acknowledgements, personally appeared,  
\_\_\_\_\_, to me known to be the person described in and who executed the  
foregoing instrument on behalf of Manatee County, and \_\_\_\_\_.

acknowledged before me that \_\_\_\_\_, 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 \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
SARASOTA COUNTY  
BOARD OF COUNTY COMMISSIONERS

WITNESS:

\_\_\_\_\_  
By: \_\_\_\_\_  
Chair  
Date: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Attorney for Sarasota County

STATE OF FLORIDA  
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared, \_\_\_\_\_, to me known to be the person described in and who executed the



foregoing instrument on behalf of Sarasota County, and  
acknowledged before me that \_\_\_\_\_, 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 \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

CITY OF NORTH PORT  
WITNESS:  
\_\_\_\_\_  
By: \_\_\_\_\_  
\_\_\_\_\_  
Date: \_\_\_\_\_

Approved as to form:  
\_\_\_\_\_  
Attorney for City of North Port

STATE OF FLORIDA  
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State  
aforesaid and in the County aforesaid to take acknowledgements, personally appeared,  
\_\_\_\_\_ , to me known to be the person described in and who executed the

foregoing instrument on behalf of the City of North Port, and  
acknowledged before me that \_\_\_\_\_, 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 \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public  
\_\_\_\_\_  
My Commission Expires:

Exhibit "A" – DeSoto Payment

Contract Fiscal Year	Charlotte County	DeSoto County	Sarasota County	City of North Port	Total
FY 2024	\$369,266	\$15,482	\$345,541	\$65,711	\$796,000
FY 2025	\$369,266	\$15,482	\$345,541	\$65,711	\$796,000
FY 2026	\$369,266	\$15,482	\$345,541	\$65,711	\$796,000
FY 2027	\$369,266	\$15,482	\$345,541	\$65,711	\$796,000
FY 2028	\$874,903	\$91,023	\$1,742,198	\$155,689	\$2,863,813
FY 2029	TBD	TBD	TBD	TBD	TBD
FY 2030	TBD	TBD	TBD	TBD	TBD
FY 2031	TBD	TBD	TBD	TBD	TBD
FY 2032	TBD	TBD	TBD	TBD	TBD
FY 2033	TBD	TBD	TBD	TBD	TBD
Remaining Years	TBD	TBD	TBD	TBD	TBD

**Proposed New Exhibit "B"**  
**Water Allocations**

Annual Average Day Quantity (MGD)						
Year	Charlotte County	DeSoto County	Manatee County	Sarasota County	City of North Port	Total
FY24	16.100	0.675	0.000	15.060	2.865	34.700
FY25	16.100	0.675	0.000	15.060	2.865	34.700
FY26	16.100	0.675	0.000	15.060	2.865	34.700
FY27	16.100	0.675	0.000	15.060	2.865	34.700
FY28	16.100	0.970	0.000	16.560	2.865	36.425
FY29	16.100	1.018	0.000	19.060	2.865	39.043
FY30	16.100	1.059	0.000	19.060	2.865	39.084
FY31	16.100	1.080	0.000	19.060	2.865	39.105
FY32	16.100	1.215	0.000	23.060	2.865	43.240
FY33	16.100	1.675	0.000	32.060	2.865	52.700
Remaining Years	16.100	1.675	0.000	32.060	2.865	52.700



**Proposed New Exhibit "B"**  
**Water Allocations**

Peak Month Quantity (MGD)						
Year	Charlotte County	DeSoto County	Manatee County	Sarasota County	City of North Port	Total
FY24	19.320	0.810	0.000	18.070	3.438	41.638
FY25	19.320	0.810	0.000	18.070	3.438	41.638
FY26	19.320	0.810	0.000	18.070	3.438	41.638
FY27	19.320	0.810	0.000	18.070	3.438	41.638
FY28	19.320	1.164	0.000	19.870	3.438	43.792
FY29	19.320	1.222	0.000	22.870	3.438	43.850
FY30	19.320	1.271	0.000	22.870	3.438	43.899
FY31	19.320	1.296	0.000	22.870	3.438	43.924
FY32	19.320	1.458	0.000	27.672	3.438	51.888
FY33	19.320	2.010	0.000	38.472	3.438	63.240
Remaining Years	19.320	2.010	0.000	38.472	3.438	63.240



**Proposed New Exhibit "B"  
Water Allocations**

Max Day Quantity (MGD)						
Year	Charlotte County	DeSoto County	Manatee County	Sarasota County	City of North Port	Total
FY24	22.540	0.945	0.000	21.080	4.011	48.576
FY25	22.540	0.945	0.000	21.080	4.011	48.576
FY26	22.540	0.945	0.000	21.080	4.011	48.576
FY27	22.540	0.945	0.000	21.080	4.011	48.576
FY28	22.540	1.358	0.000	23.184	4.011	51.093
FY29	22.540	1.425	0.000	26.684	4.011	54.660
FY30	22.540	1.483	0.000	26.684	4.011	54.718
FY31	22.540	1.512	0.000	26.684	4.011	54.747
FY32	22.540	1.701	0.000	32.284	4.011	60.536
FY33	22.540	2.345	0.000	44.884	4.011	73.780
Remaining Years	22.540	2.345	0.000	44.884	4.011	73.780

**Proposed Exhibit "C"**  
**New Water Supply Demands**

Annual Average Daily Quantity (MGD)						
Year	Charlotte County	DeSoto County	Manatee County	Sarasota County	City of North Port	Total
2024	0.000	0.000	0.000	0.000	0.000	0.000
2025	0.000	0.000	0.000	0.000	0.000	0.000
2026	0.000	0.000	0.000	0.000	0.000	0.000
2027	0.000	0.000	0.000	0.000	0.000	0.000
2028	0.000	0.295	0.000	1.500	0.000	1.795
2029	0.000	0.343	0.000	4.000	0.000	4.343
2030	0.000	0.384	0.000	4.000	0.000	4.384
2031	0.000	0.405	0.000	4.000	0.000	4.405
2032	0.000	0.540	0.000	8.000	0.000	8.540
2033	0.000	1.000	0.000	17.000	0.000	18.000



**Proposed Exhibit "C"  
New Water Supply Demands**

Peak Month Quantity (MGD)						
Year	Charlotte County	DeSoto County	Manatee County	Sarasota County	City of North Port	Total
2024	0.000	0.000	0.000	0.000	0.000	0.000
2025	0.000	0.000	0.000	0.000	0.000	0.000
2026	0.000	0.000	0.000	0.000	0.000	0.000
2027	0.000	0.000	0.000	0.000	0.000	0.000
2028	0.000	0.354	0.000	1.800	0.000	2.154
2029	0.000	0.412	0.000	4.800	0.000	5.212
2030	0.000	0.461	0.000	4.800	0.000	4.261
2031	0.000	0.486	0.000	4.800	0.000	5.286
2032	0.000	0.648	0.000	9.600	0.000	10.248
2033	0.000	1.200	0.000	20.400	0.000	21.600

**Proposed Exhibit "C"**  
**New Water Supply Demands**

Max Day Quantity (MGD)						
Year	Charlotte County	DeSoto County	Manatee County	Sarasota County	City of North Port	Total
2024	0.000	0.000	0.000	0.000	0.000	0.000
2025	0.000	0.000	0.000	0.000	0.000	0.000
2026	0.000	0.000	0.000	0.000	0.000	0.000
2027	0.000	0.000	0.000	0.000	0.000	0.000
2028	0.000	0.413	0.000	2.100	0.000	2.513
2029	0.000	0.480	0.000	5.600	0.000	6.080
2030	0.000	0.538	0.000	5.600	0.000	6.138
2031	0.000	0.567	0.000	5.600	0.000	6.167
2032	0.000	0.756	0.000	11.200	0.000	11.956
2033	0.000	1.400	0.000	23.800	0.000	25.200

**EXHIBIT “D”**

**Regional Transmission System  
Delivery Points**

	Delivery Points	Pressure (5)
36-Inch/12-Inch RTS (1)	<u>Charlotte County:</u> <ul style="list-style-type: none"> <li>• Harbor Boulevard @ Bachman</li> <li>• Kings Highway @ DeSoto/Charlotte County Line</li> </ul> <u>DeSoto County:</u> <ul style="list-style-type: none"> <li>• Pem Brook Pines</li> <li>• Kings Highway @Lazy Suzy Utilities</li> </ul> <u>City of North Port:</u> <ul style="list-style-type: none"> <li>• Raintree@ Serris Drive</li> </ul>	65 psi
42-Inch RTS (2)	<u>Sarasota County:</u> <ul style="list-style-type: none"> <li>• T. Mabry Carlton, Jr. WTP</li> </ul>	20 psi
24-Inch Kings Highway RTS (3)	<u>Charlotte County:</u> <ul style="list-style-type: none"> <li>• Kings Highway @ Kingsway Circle</li> </ul> <u>DeSoto County:</u> <ul style="list-style-type: none"> <li>• Kings Highway @ Riverside RV Park</li> <li>• Kings Highway @ Peace River Street</li> <li>• Kings Highway @ adjacent to Lake Suzy</li> </ul>	65 psi
20-Inch DeSoto (4)	<u>DeSoto County:</u> <ul style="list-style-type: none"> <li>• 8 delivery points along the transmission line as identified in the contract</li> </ul>	65 psi
48-Inch Phase 3A Regional Interconnect (7)	<u>Sarasota County:</u> <ul style="list-style-type: none"> <li>• State Road 681 Interconnect @ Cow Pen Slough</li> </ul>	65 psi
48-Inch and 36-Inch Phase 3B Regional Interconnect (8)	<u>Sarasota County:</u> <ul style="list-style-type: none"> <li>• State Road 72 (Clark Road) @ Cow Pen Slough</li> </ul>	20 psi
42-Inch Phase 2 Regional Interconnect (9)	<u>City of North Port:</u> <ul style="list-style-type: none"> <li>• Raintree Boulevard @ Price Road</li> <li>• Raintree Boulevard @ Serris Drive</li> </ul>	65 psi 65 psi



24-Inch Phase 2 Segment B (10)	<u>Charlotte County / City of North Port:</u> <ul style="list-style-type: none"> <li>• Harbor Boulevard and Veterans Boulevard</li> </ul>	65 psi
24-Inch Phase 1A Regional Interconnect (11)	<u>Charlotte County:</u> <ul style="list-style-type: none"> <li>• Kings Highway @ Sandhill Boulevard</li> <li>• Sandhill Boulevard @ Capricorn Boulevard</li> <li>• Capricorn Boulevard @ Rampart Boulevard</li> <li>• I-75 south of Rampart Boulevard</li> <li>• I-75 north of Harborview Road</li> <li>• Discovery Drive @ Harborview Road</li> </ul> <u>Punta Gorda:</u> <ul style="list-style-type: none"> <li>• U.S. Highway 17 @ Disston Avenue (Pump Station)</li> <li>• Washington Loop Road @ U.S. Highway 17</li> <li>• Washington Loop Road @ Shell Creek WTP</li> </ul>	65 psi NA (6) NA (6)
24-Inch Phase 1 Regional Interconnect (12)	<u>DeSoto County:</u> <ul style="list-style-type: none"> <li>• U.S. 17 @ DeSoto Booster Station</li> </ul> <u>Punta Gorda:</u> <ul style="list-style-type: none"> <li>• Shell Creek Water Treatment Plant</li> </ul>	65 psi

- (1) The 36-inch/12-inch RTS consists of approximately 7 miles of 36-inch pipeline starting at the Peace River Water Treatment Facility and ending south of the Charlotte/Sarasota County border; and 12-inch pipeline extending from the 36-inch pipeline at the DeSoto/Sarasota County border south to Kings Highway and ending at the Desoto/Charlotte County line.
- (2) The 42-inch RTS consists of approximately 23 miles of 42-inch pipeline starting at the Peace River Water Treatment Facility and ending at the T. Mabry Carlton Jr. Water Treatment Plant in Sarasota County.
- (3) The 24-inch Kings Highway RTS consists of approximately 5 miles of 24-inch pipeline starting at the Peace River Water Treatment Facility and paralleling Kings Highway ending at the DeSoto/Charlotte County line. See contract entitled: Kings Highway Segment Regional Transmission System Pipeline Agreement between The Peace River/Manasota Regional Water Supply Authority and Charlotte County dated October 27, 1998.
- (4) The 20-inch DeSoto Regional Pipeline. See contract entitled: DeSoto County Regional

Pipeline Extension Amended Pipeline Agreement dated June 21, 2004.

- (5) Water pressure at delivery points at a quantity no greater than the average annual daily rate as designated on Exhibit "B" or as specifically designated by the Authority for a delivery point.
- (6) Not applicable. Pipeline segment controlled by City of Punta Gorda.
- (7) The Phase 3A Regional Interconnect includes approximately 9 miles of 48-inch diameter steel pipe starting at the Regional Pumping Station at Carlton WTP, heading west across the Myakka River and along Laurel Road, then north paralleling Knights Trail Road to the 681 connection with Sarasota County along Cow Pen Slough.
- (8) The Phase 3B Regional Interconnect includes approximately 4 miles of 48-inch diameter steel pipe starting at the northern terminus of the Phase 3A Interconnect and heading generally north and east along Cow Pen Slough, then reducing to a 36-inch diameter pipeline for another 1 mile to State Road 72 (Clark Road) where it connects with Sarasota County's 30-inch diameter pipeline.
- (9) The Phase 2 Regional Interconnect includes approximately 7 miles of 42-inch ductile iron pipe starting at the Peace River Water Treatment Facility in DeSoto County and heading south and west generally adjacent to the regional 36-inch PCCP regional transmission main and terminating at the regional connection with North Port at Raintree and Serris Boulevard.
- (10) The "Phase 2 – Segment B Pipeline" is approximately 700 feet of 24-inch diameter pipe connecting the Phase 2 Regional Interconnect at Serris Boulevard with the 36-Inch diameter PCCP Regional Transmission Main adjacent to that location and then extending south under Veterans Boulevard, then west along Bachmann Boulevard, crossing Harbor Boulevard to connect with the Harbor meter station delivery point between the Authority and Charlotte.
- (11) The Phase 1A Regional Interconnect includes approximately 8 miles of 24-inch ductile iron pipe starting at the southern terminus of the Regional Kings Highway Pipeline at Sandhill Blvd. in Charlotte County and meandering south to the Peace River. It crosses the Peace River sub-aqueously between View Drive on the north side and approximately Disston Avenue on the south side of the river, then terminates just south and east of the Disston/US 17 intersection at the Regional Disston Avenue Pumping Station in Cleveland. A separate approximate 1.7 mile, 24-inch diameter segment of Phase 1A begins near the intersection of U.S. 17 and South Washington Loop Road and extends east to a connection at the City of Punta Gorda's Shell Creek Water Treatment Facility. This short segment of pipe is operated for the Authority by the City of Punta Gorda.
- (12) The Phase 1 Regional Interconnect includes approximately 6 miles of 24-inch ductile iron pipe starting at the Regional DeSoto Booster Station on U.S. 17 and heading south along US 17 then east along North Washington Loop Road to Three Rivers Road

then south on Three Rivers Road, crossing Shell Creek sub-aqueously downstream of the Hendrickson Dam, then ending (connecting) at the Shell Creek Water Treatment Plant along south Washington Loop Road.

**EXHIBIT "E"**

**Regional Transmission System  
Hydraulic Capacity Entitlement**

	Charlotte County	DeSoto County	Sarasota County	City of North Port	Authority
36-Inch/12-Inch RTS (1)	89.65%	0.42%	0.00%	9.93%	0.00%
42-Inch RTS (2)	0.00%	0.00%	100%	0.00%	0.00%
24-Inch Kings Highway RTS (3)	80%	20%	0.00%	0.00%	0.00%
20-Inch DeSoto (4)	0.00%	3.1 MGD	0.00%	0.00%	Remaining Hydraulic Capacity (1)
48-Inch Phase 3A Regional Interconnect	0.00%	0.00%	56.70%	0.00%	43.30%
48-Inch and 36-Inch Phase 3B Regional Interconnect	0.00%	0.00%	48.39%	0.00%	51.61%
42-Inch Phase 2 Regional Interconnect	0.00%	0.00%	0.00%	50.67%	49.33%
24-Inch Phase 2 Segment B	0.00%	0.00%	0.00%	0.00%	100.00%
24-Inch Phase 1A Regional Interconnect	42.27%	0.00%	0.00%	0.00%	57.73%
24-Inch Phase 1 Regional Interconnect	0.00%	0.00%	0.00%	0.00%	100.00%

(1) There is no listed capacity for the Authority in the Agreement, but 3.1 MGD is roughly 50% of the hydraulic capacity for this 20-inch pipeline.

Current pipelines are more than adequate to transport Charlotte's 16.1 MGD to its water system.

**Proposed Exhibit "F"**  
**Cost Allocation Percentages**

Project	Charlotte	DeSoto	Sarasota	North Port
Peace River Regional Water Treatment Facility (1991 Facility) Cost Allocation	89.65%	0.42%	0.00%	9.93%
Peace River Option Cost Allocation	33.33%	8.33%	58.34%	0.00%
Regional Expansion Project Cost Allocation	27.21%	0.81%	61.72%	10.26%
1991 Rebuild Project Cost Allocation	0.00%	0.00%	91.75%	8.25%
Surface Water System Expansion Cost Allocation	0.00%	5.55%	94.45%	0.00%



## **EXHIBIT "G"**

### **DeSoto Existing Water Sources to Remain After Designation of the Authority as Exclusive Provider**

- 1) Sources associated with that certain Interlocal Bulk Water and Wastewater Supply Agreement Between the City of Arcadia and DeSoto County dated January 30, 2001.
- 2) The Reverse Osmosis Facility at DeSoto Correctional Institute.
- 3) The Reverse Osmosis Facility at the G. Perce Wood Memorial Hospital Facility.

**TAB D**  
Presentation Materials

# Amending the Master Water Supply Contract

Regular Agenda Item No. 7  
April 3, 2024

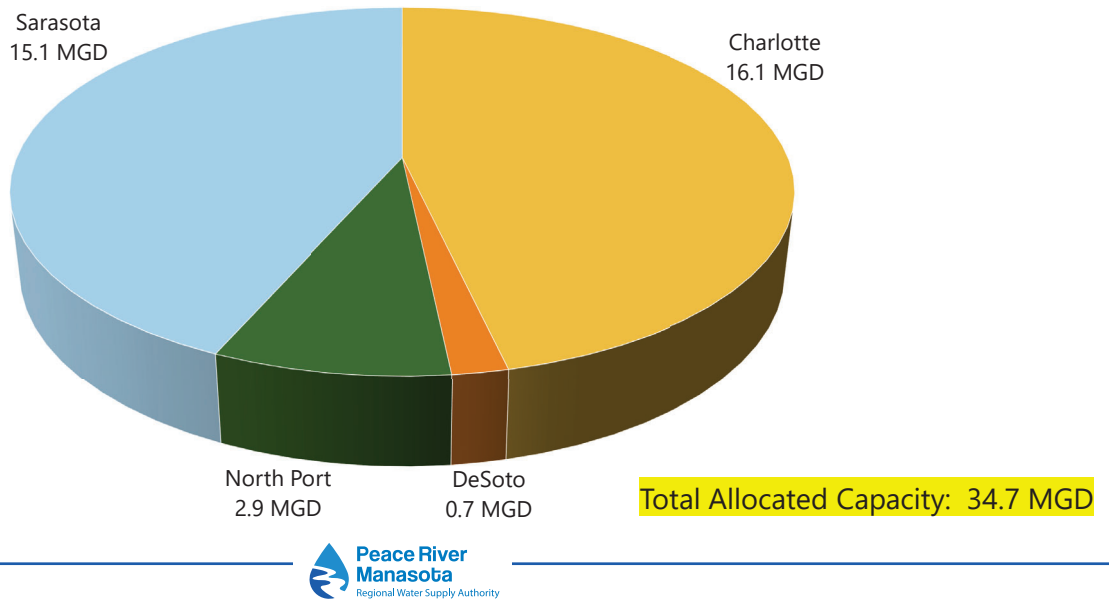


51 MGD Treatment Capacity  
120 MGD River Intake  
6.5 BG Off-Stream Storage  
21 ASR Wells  
34.7 MGD Allocated AADF Capacity  
Current Avg. Delivery 31 MGD



# Background on Regional Demand, Supply & Capacity Allocations

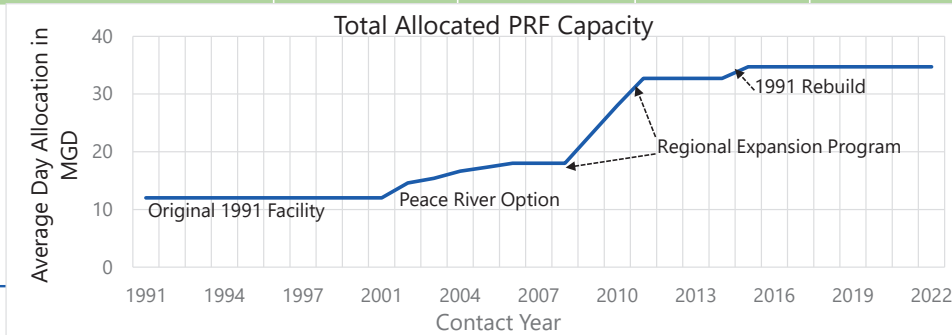
## Peace River Facility Water Allocations



# Background on Regional Demand, Supply and Capacity Allocations

## Past Projects, Capacity Allocations & MWSC Amendments

Project	Charlotte	DeSoto	Sarasota	North Port	Total ADF	Treatment Capacity Added
Original PRF (1991)	10.758	0.050	0.000	1.192	12.000	12.000
Peace River Option (PRO)	2.000	0.500	3.500	0.000	6.000	12.000
Reg. Expansion Prog. (REP)	3.342	0.125	9.725	1.508	14.700	24.000
1991 Rebuild (2015)	0.000	0.000	1.835	0.165	2.000	3.000
<b>Total</b>	<b>16.100</b>	<b>0.675</b>	<b>15.060</b>	<b>2.865</b>	<b>34.700</b>	<b>51.000</b>



## Future Water Supply Procedure

“It is the intention of the parties that this Section set forth the manner in which each Customer will request, and the Authority will provide, future water supply from Authority Facilities. The Customers acknowledge that a procedure is necessary to provide the Authority with sufficient lead-time for planning and development of new Water Supply Sources to meet New Water Supply Demands”

(October 5, 2005 Master Water Supply Contract, Section 11)

### Summary

- The Customers will request, and the Authority will provide future supplies from existing and new Regional facilities
- A procedure is needed to provide the Authority sufficient lead-time to plan and develop new supplies

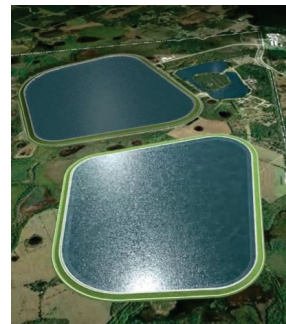
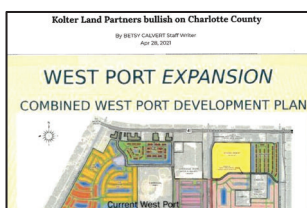


## Future Water Supply Procedure

### Customer Demand Projections

By January 15 of each Contract Year each Customer shall submit to the Authority a report identifying the following:

- Total projected water demand by Contract Year for the next 20 years (“Total 20-Year Demand”)
- That portion of Total 20-Year Demand the Customer requires the Authority to Fulfill (Authority Supplied Water) in terms of Annual Average Day, Peak Month Average Day and Maximum Daily Quantity; and
- The basis for each projection





## Future Water Supply Procedure

### Exhibit C – New Water Supply Demands

“... by submitting its projections for Authority Supplied Water each Customer agrees to purchase , and the Authority agrees to supply, that quantity of Authority Supplied Water identified in the first seven (7) Contract Years of the 20-Year Demand (Source - 10/05/2005 MWSC Section 11.2).

- New Water Supply Demands are identified in MWSC Exhibit C
- Exhibit C intended to be amended annually or otherwise as necessary to meet Customer needs
- Contract provides a 7-year window to develop requested new supply capacity



## Future Water Supply Procedure

### New Supply Development & Assignment of Allocations

“The Parties acknowledge that planning, permitting and construction of new Authority Water Supplies cannot exactly match the annual New Water Demands. Therefore, the Authority will from time to time develop New Authority Water Sources with water quantities that exceed immediate Customer demand. Upon the Authority determination to develop a new Water Supply Source, the Authority shall assign a proportionate share of the New Water Supply Source Water Allocation to the Customers, to the extent practicable, by applying the New Water Supply Source project quantities to the most immediate New Water Supply Demands. The Authority shall assign Water Allocations to the Customers pro-rata based on their proportionate New Water Supply Demands at the time when the new Water Supply Source Water Allocation would be fully utilized by the total New Water Source Demand...” (October 5, 2005 MWSC Page 17, Section 11.3).

#### Summary

- New Water Supply Capacity is developed in blocks
- New Capacity will exceed immediate demands
- New Capacity is assigned proportionally based New Water Supply Demands and Source Yield



# Customer Projections for New Regional Supply (2024-2044)

Schedule for New Authority Supply Capacity (2024-2044)							
Planning Year	Year	DeSoto	Sarasota	Manatee	Charlotte	No. Port	Total
Baseline	2024	0.087	0.000	0.000	0.000	0.000	0.087
1	2025	0.110	0.000	0.000	0.000	0.000	0.110
2	2026	0.141	0.000	0.000	0.000	0.000	0.141
3	2027	0.223	0.000	0.000	0.000	0.000	0.223
4	2028	0.295	1.500	0.000	0.000	0.000	1.795
5	2029	0.343	4.000	0.000	1.000	0.000	5.343
6	2030	0.384	4.000	0.000	1.000	0.000	5.384
7	2031	0.405	4.000	0.000	2.000	0.000	6.405
8	2032	0.427	4.000	0.000	2.000	0.000	6.427
9	2033	0.438	8.000	0.000	3.000	0.000	11.438
10	2034	0.449	8.000	0.000	3.000	0.000	11.449
11	2035	0.460	8.000	0.000	3.000	0.000	11.460
12	2036	0.471	8.000	5.000	3.000	0.000	16.471
13	2037	0.483	8.000	5.000	3.000	0.000	16.483
14	2038	0.494	8.000	5.000	3.000	0.000	16.494
15	2039	0.506	8.000	8.000	3.000	0.000	19.506
16	2040	0.518	12.000	8.000	3.000	0.000	23.518
17	2041	0.530	12.000	10.000	3.000	0.000	25.530
18	2042	0.542	12.000	10.000	3.000	0.000	25.542
19	2043	0.554	12.000	10.000	3.000	0.000	25.554
20	2044	0.566	12.000	10.000	3.000	0.000	25.566

7-Year Window



## MWSC New Water Supply Demands (Annual Average Day)

EXHIBIT "C"  
New Water Supply Demands  
(approved 2015)

Annual Average Daily Quantity (MGD)						
Fiscal Year	Charlotte County	DeSoto County	Manatee County	Sarasota County	City of North Port	Total
FY15	0.000	0.000	0.000	0.000	0.000	0.000
FY16	0.000	0.000	0.000	0.000	0.000	0.000
FY17	0.000	0.000	0.000	0.000	0.000	0.000
FY18	0.000	0.000	0.000	0.000	0.000	0.000
FY19	0.000	0.000	0.000	0.000	0.000	0.000
FY20	0.000	0.000	0.000	0.000	0.000	0.000
FY21	0.000	0.000	0.000	0.000	0.000	0.000
FY22	0.000	0.000	0.000	0.000	0.000	0.000

Peak Month Average Daily Quantity (MGD)						
Fiscal Year	Charlotte County	DeSoto County	Manatee County	Sarasota County	City of North Port	Total
FY15	0.000	0.000	0.000	0.000	0.000	0.000
FY16	0.000	0.000	0.000	0.000	0.000	0.000
FY17	0.000	0.000	0.000	0.000	0.000	0.000
FY18	0.000	0.000	0.000	0.000	0.000	0.000
FY19	0.000	0.000	0.000	0.000	0.000	0.000
FY20	0.000	0.000	0.000	0.000	0.000	0.000
FY21	0.000	0.000	0.000	0.000	0.000	0.000
FY22	0.000	0.000	0.000	0.000	0.000	0.000

Maximum Daily Quantity (MGD)						
Fiscal Year	Charlotte County	DeSoto County	Manatee County	Sarasota County	City of North Port	Total
FY15	0.000	0.000	0.000	0.000	0.000	0.000
FY16	0.000	0.000	0.000	0.000	0.000	0.000
FY17	0.000	0.000	0.000	0.000	0.000	0.000
FY18	0.000	0.000	0.000	0.000	0.000	0.000
FY19	0.000	0.000	0.000	0.000	0.000	0.000
FY20	0.000	0.000	0.000	0.000	0.000	0.000
FY21	0.000	0.000	0.000	0.000	0.000	0.000
FY22	0.000	0.000	0.000	0.000	0.000	0.000

Annual Average Day, Peak Month Average Day and Maximum Day are expressed in million gallons per day (MGD).

Proposed Exhibit "C"  
New Water Supply Demands

Annual Average Daily Quantity (MGD)						
Year	Charlotte County	DeSoto County	Manatee County	Sarasota County	City of North Port	Total
2024	0.000	0.000	0.000	0.000	0.000	0.000
2025	0.000	0.000	0.000	0.000	0.000	0.000
2026	0.000	0.000	0.000	0.000	0.000	0.000
2027	0.000	0.000	0.000	0.000	0.000	0.000
2028	0.000	0.295	0.000	1.500	0.000	1.795
2029	1.000	0.343	0.000	4.000	0.000	5.343
2030	1.000	0.384	0.000	4.000	0.000	5.384
2031	2.000	0.405	0.000	4.000	0.000	6.405
2032	2.000	0.540	0.000	8.000	0.000	10.540
2033	3.000	1.000	0.000	14.000	0.000	18.000

7-year

Peak Monthly Average Day = 1.2 X Annual Average Day  
Maximum Day = 1.4 X Annual Average Day



# MWSC – Water Allocation (Exhibit “B”)

EXHIBIT “B”  
Water Allocation  
(approved 2015)

Annual Average Daily (MGD)					
Contract Fiscal Year	Charlotte County	DeSoto County	Sarasota County	City of North Port	Total
FY05	12,525	0,535	3,048	1,192	17,300
FY06	12,758	0,550	3,500	1,192	18,000
FY07	12,758	0,550	3,500	1,192	18,000
FY08	12,758	0,550	3,500	1,192	18,000
FY09	13,895	0,593	6,808	1,705	23,001
FY10	15,031	0,635	10,115	2,218	28,000
FY11	16,100	0,675	13,225	2,700	32,700
FY12	16,100	0,675	13,225	2,700	32,700
FY13	16,100	0,675	13,225	2,700	32,700
FY14	16,100	0,675	13,225	2,700	32,700
FY15	16,100	0,675	13,225	2,700	32,700
FY16	16,100	0,675	15,060	2,865	34,700
Remaining Years*	16,100	0,675	15,060	2,865	34,700

Peak Monthly Average Day (MGD)					
Contract Fiscal Year	Charlotte County	DeSoto County	Sarasota County	City of North Port	Total
FY05	15,030	0,642	3,658	3,146	22,476
FY06	15,310	0,660	4,200	3,146	23,316
FY07	15,310	0,660	4,200	3,146	23,316
FY08	15,310	0,660	4,200	3,146	23,316
FY09	16,187	0,690	7,931	3,146	27,954
FY10	17,512	0,740	11,785	3,146	33,183
FY11	18,757	0,786	15,407	3,146	38,096
FY12	18,757	0,786	15,407	3,146	38,096
FY13	18,757	0,786	15,407	3,146	38,096
FY14	18,757	0,786	15,407	3,146	38,096
FY15	18,757	0,786	15,407	3,146	38,096
FY16	19,320	0,810	18,084	3,438	41,652
Remaining Years*	19,320	0,810	18,084	3,438	41,652

Maximum Day (MGD)					
Contract Fiscal Year	Charlotte County	DeSoto County	Sarasota County	City of North Port	Total
FY05	17,535	0,749	4,267	3,780	26,331
FY06	17,861	0,770	4,900	3,780	27,311
FY07	17,861	0,770	4,900	3,780	27,311
FY08	17,861	0,770	4,900	3,780	27,311
FY09	19,453	0,830	9,531	3,780	33,594
FY10	21,045	0,889	14,162	3,780	39,874
FY11	22,540	0,945	18,515	3,780	45,780
FY12	22,540	0,945	18,515	3,780	45,780
FY13	22,540	0,945	18,515	3,780	45,780
FY14	22,540	0,945	18,515	3,780	45,780
FY15	22,540	0,945	18,515	3,780	45,780
FY16	22,540	0,945	21,084	4,011	48,580
Remaining Years*	22,540	0,945	21,084	4,011	48,580

Annual Average Day, Peak Monthly Average Day, Maximum Day are expressed in million gallons per day (MGD).

Proposed New Exhibit “B”  
Water Allocations

Annual Average Day Quantity (MGD)						
Year	Charlotte County	DeSoto County	Manatee County	Sarasota County	City of North Port	Total
FY24	16.100	0.675	0.000	15.060	2.865	34.700
FY25	16.100	0.675	0.000	15.060	2.865	34.700
FY26	16.100	0.675	0.000	15.060	2.865	34.700
FY27	16.100	0.675	0.000	15.060	2.865	34.700
FY28	16.100	0.970	0.000	16.560	2.865	36.425
FY29	17.100	1.018	0.000	19.060	2.865	39.043
FY30	17.100	1.059	0.000	19.060	2.865	40.043
FY31	18.100	1.080	0.000	19.060	2.865	40.084
FY32	18.100	1.215	0.000	19.060	2.865	41.105
FY33	19.100	1.675	0.000	23.060	2.865	45.240
Remaining Years	19.100	1.675	0.000	29.060	2.865	52.700

Peak Monthly Average Day = 1.2 X Annual Average Day  
Maximum Day = 1.4 X Annual Average Day



# Exhibit “F” Cost Allocation Percentages (by Supply Project)

FL#2005012976 B 570 P1062  
REC NO. 0752B506341

EXHIBIT “F”

COST ALLOCATION PERCENTAGES

	Charlotte	DeSoto	Sarasota	North Port
Peace River Regional Water Treatment Facility (1991 Facility) Cost Allocation	89.65%	0.42%	0.00%	9.93%
PRO Cost Allocation	33.33%	8.33%	58.34%	0.00%
REP Cost Allocation*	27.21%	0.81%	61.72%	10.26%

\* The REP cost allocation percentages were applied to the total oversized facilities payment to Charlotte for the REP; however, Charlotte paid in advance for its portion so that payment by the remaining participating Customers is made pursuant to the cost allocation percentages in Section 18.2, as follows: Sarasota paying 85.62%, North Port paying 13.28% and DeSoto paying 1.1%.

Proposed Exhibit “F”  
Cost Allocation Percentages

Project	Charlotte	DeSoto	Sarasota	North Port
Peace River Regional Water Treatment Facility (1991 Facility) Cost Allocation	89.65%	0.42%	0.00%	9.93%
Peace River Option Cost Allocation	33.33%	8.33%	58.34%	0.00%
Regional Expansion Project Cost Allocation	27.21%	0.81%	61.72%	10.26%
1991 Rebuild Project Cost Allocation	0.00%	0.00%	91.75%	8.25%
Surface Water System Expansion Cost Allocation	16.67%	5.55%	77.77%	0.00%



# DeSoto Payment - History & Intent

- Original Peace River Facility Owned by General Development – Paid Property Tax
- Section 16.7 Master Water Supply Contract (10/05/2005)

*The Authority shall collect from its Customers in accordance with Exhibit "A", the DeSoto Payment and remit it to DeSoto. If the Quantities of water allocated to the Authority under SWFWMD Water Use Permit Number 2010420.01 issued in 1996 for 32.7 MGD annual average are modified, or if additional entities become Customers of the Authority, then the amount of the DeSoto Payment to be paid to DeSoto shall be readdressed by all parties to this Contract.*



## MWSC Exhibit "A" (Approved 2015)

Contract Fiscal Year	Charlotte County	DeSoto County	Sarasota County	City of North Port	Total	Included for Reference Not part of Exhibit "A"	
						Allocated Capacity MGD	\$\$ per MGD Allocated
FY 2005	\$368,564	\$15,889	\$101,111	\$34,436	\$520,000	17.300	\$30,058
FY 2006	\$368,564	\$15,889	\$101,111	\$34,436	\$520,000	18.000	\$28,889
FY 2007	\$368,564	\$15,889	\$101,111	\$34,436	\$520,000	18.000	\$28,889
FY 2008	\$368,564	\$15,889	\$101,111	\$34,436	\$520,000	18.000	\$28,889
FY 2009	\$361,403	\$15,424	\$177,073	\$44,346	\$598,247	23.001	\$26,010
FY 2010	\$363,140	\$15,341	\$244,396	\$53,586	\$676,463	28.000	\$24,159
FY 2011	\$369,266	\$15,482	\$303,326	\$61,927	\$750,000	32.700	\$22,936
FY 2012	\$369,266	\$15,482	\$303,326	\$61,927	\$750,000	32.700	\$22,936
FY 2013	\$369,266	\$15,482	\$303,326	\$61,927	\$750,000	32.700	\$22,936
FY 2014	\$369,266	\$15,482	\$303,326	\$61,927	\$750,000	32.700	\$22,936
FY 2015	\$369,266	\$15,482	\$303,326	\$61,927	\$750,000	32.700	\$22,936
FY 2016	\$369,266	\$15,482	\$345,541	\$65,711	\$796,000	34.700	\$22,935
Remaining Yrs	\$369,266	\$15,482	\$345,541	\$65,711	\$796,000	34.700	\$22,935



## Contract Methodology

- Current DeSoto Payment based on Peace River WUP 34.7 MGD AADF
- DeSoto Payment = \$796,000 split pro-rata based on Customer Allocations
- Readdress by all parties if WUP changes or with new Customer(s)

## Adjustment Considerations

- Peace River WUP increased in 2019 to 80 MGD AADF
- DeSoto County request to consider inflation as part of adjustment



## Proposed Methodology

- 2015 Contract WUP Permitted Capacity = 34.7 MGD
- DeSoto Payment = \$796,000
- Unit Cost per million gallon permitted = \$22,939
  
- ENR Construction Cost Increase 2015 – through 2023 = 33.124%
- New WUP Permitted Quantities = 80 MGD
- New unit cost per million gallon ( $\$22,939 \times 1.33124$ ) = \$30,537
  
- Base Payment ( $\$30,537 \times 80$  MGD) = \$2,442,720
- Escalate to 2028 @ 2015-2023 Avg ENR 4.31% annual = \$2,863,813 (New Payment)
- New Payment becomes effective 10/01/2027 (FY 2028)
- Total payment escalates by ENR factor annually after FY 2028





## Exhibit “A” - DeSoto Payment

### EXHIBIT “A”

#### DeSoto Payment Schedule (approved 2015)

DeSoto Payment (Annual Assessment)					
Contract Fiscal Year	Charlotte County	DeSoto County	Sarasota County	City of North Port	Total
FY05	\$368,564	\$15,889	\$101,111	\$34,436	\$520,000
FY06	\$368,564	\$15,889	\$101,111	\$34,436	\$520,000
FY07	\$368,564	\$15,889	\$101,111	\$34,436	\$520,000
FY08	\$368,564	\$15,889	\$101,111	\$34,436	\$520,000
FY09	\$361,403	\$15,424	\$177,073	\$44,346	\$598,247
FY10	\$363,140	\$15,341	\$244,396	\$53,586	\$676,463
FY11	\$369,266	\$15,482	\$303,326	\$61,927	\$750,000
FY12	\$369,266	\$15,482	\$303,326	\$61,927	\$750,000
FY13	\$369,266	\$15,482	\$303,326	\$61,927	\$750,000
FY14	\$369,266	\$15,482	\$303,326	\$61,927	\$750,000
FY15	\$369,266	\$15,482	\$303,326	\$61,927	\$750,000
FY16	\$369,266	\$15,482	\$345,541	\$65,711	\$796,000
Remaining Years	\$369,266	\$15,482	\$345,541	\$65,711	\$796,000

### Proposed Exhibit “A” – DeSoto Payment

Contract Fiscal Year	Charlotte County	DeSoto County	Sarasota County	City of North Port	Total
FY 2024	\$369,266	\$15,482	\$345,541	\$65,711	\$796,000
FY 2025	\$369,266	\$15,482	\$345,541	\$65,711	\$796,000
FY 2026	\$369,266	\$15,482	\$345,541	\$65,711	\$796,000
FY 2027	\$369,266	\$15,482	\$345,541	\$65,711	\$796,000
FY 2028	\$1,037,928	\$91,023	\$1,579,173	\$155,689	\$2,863,813
FY 2029	TBD	TBD	TBD	TBD	TBD
FY 2030	TBD	TBD	TBD	TBD	TBD
FY 2031	TBD	TBD	TBD	TBD	TBD
FY 2032	TBD	TBD	TBD	TBD	TBD
FY 2033	TBD	TBD	TBD	TBD	TBD
Remaining Years	TBD	TBD	TBD	TBD	TBD



## Master Water Supply Contract Revisions – Clean-Up

- Contract Clean-Up Changes Review and Discussion:
  - Process Reviewed at August 2021 Board Meeting
  - September 8, 2021, Professional Staff Meeting
  - October 1, 2021, Board Workshop
  - November 3, 2021, Professional Staff Meeting
  - January 12, 2022, Professional Staff Meeting
  - April 6, 2022, Board Meeting
  - May 4, 2022, Professional Staff Meeting
  - June 1, 2022 Board of Directors Workshop presentation on Revisions
  - Proposed Third Amendment to the MWSC reviewed by Customer attorneys and sent to Board Member January 2023
  - Update with the Customer water supply demand received January 2024 and Desoto Payment



## Process for Amending Master Water Supply Contract

- 1) Board Approval of amended Contract Exhibits
- 2) Board Approval of amended Contract language (“Clean-Up”)
- 3) Board approval to transmit amended Contract and Exhibits to Authority Customers with request for approval by each of the 5 Customers BOCC’s
- 4) Customer BOCC action on Contract changes
  - a) Changes proposed by Customer BOCC’s would need to go through steps 1-3 above again
- 5) Authority Board final approval of Contract changes



## Proposed Path Forward

- 1) Board Discussion and Direction
- 2) Meet with Customer Administrators on Master Water Supply Contract Exhibits and Clean-Up/Amended Contract Language
- 3) Return Consensus Revisions for Board Consideration at the June 5<sup>th</sup> Meeting



**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**  
**BOARD OF DIRECTORS MEETING**  
*April 3, 2024*

**TENTATIVE BUDGET**  
**ITEM 1**

**Tentative Budget for FY 2025**

---

**Presenter -**

Mike Coates, Executive Director

**Recommended Action -**

**Motion** to approve Tentative Budget for FY 2025 in the amount of \$255,896,482.

In accordance with the 'Second Amended Interlocal Agreement Creating the Peace River Manasota Regional Water Supply Authority', the Authority is required to establish a tentative budget no later than May 15<sup>th</sup> of each ensuing year. Staff will present the proposed Tentative Budget for FY 2025 in the amount of \$255,896,482.

The Tentative Budget for FY 2025 will be posted on the Authority's website and distributed for continued review by Authority members, customers, and the public. A public hearing is scheduled at which time the Board will adopt the final budget for FY 2025 during a regularly scheduled meeting on August 7, 2024.

**Attachments:**

- Tab A FY 2025 Tentative Budget Presentation
- Tab B FY 2025 Budget Cost Analysis and Water Rate and Charges Analysis
- Tab C FY 2025 Tentative Budget
- Tab D Historical Expenditures Comparison

**TAB A**  
FY 2025 Tentative Budget Presentation

# Tentative Budget for FY2025

Authority Board Meeting  
April 3, 2024



## Tentative Budget for FY 2025

### Vision Statement

- *'Through cooperation and collaboration the Authority and its customers shall create, maintain and expand a sustainable, interconnected regional water supply system.'*

### Mission Statement

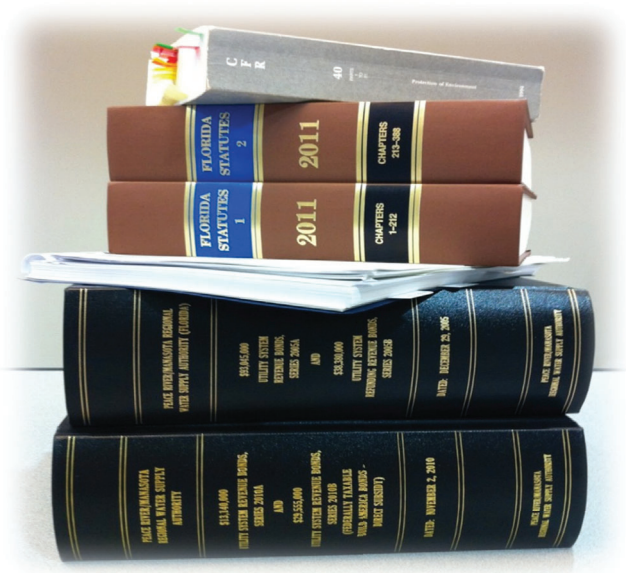
- *'To provide the region with a high quality, safe drinking water supply that is reliable, sustainable and protective of our natural resources now and into the future.'*





## Tentative Budget for FY 2025

### Budget Documents



- Second Amended Interlocal Agreement Creating the Peace River Manasota Regional Water Supply Authority (Amended 2005)
- Peace River Manasota Regional Water Supply Authority Master Water Supply Contract (Amended 2015)
- Resolution 2005-08 'Resolution Setting Forth Rate Setting Methodology' (Oct. 2005)
- Utility System Revenue Bonds
  - Series 2020
  - Series 2015
  - Series 2014B
- Budget Policies (Aug. 2020)
- 5-Year CIP and 20-Year CNA
- Strategic Plan for Peace River Manasota Regional Water Supply Authority (Revised 2021)

## Tentative Budget for FY 2025

### Budget Obligations

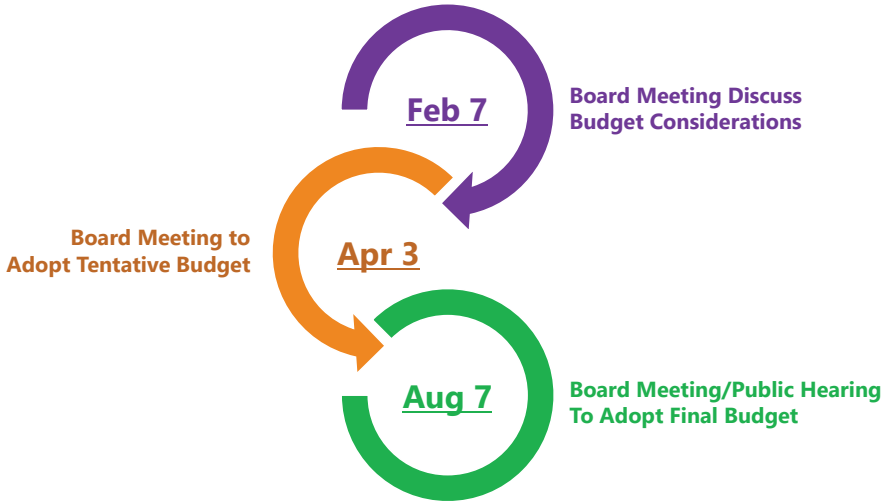


The Authority is contractually obligated to provide a reliable, safe and secure water supply to the region.

- MWSC water allocations [34.7 MGD]
- Customer demand projections [32 MGD]
- Efficient and cost-effective operations
- Appropriate investment to maintain infrastructure
- Plan for long term water demands
- Maintain financial stability/bond rating
- Maintain reasonable water rates

# Tentative Budget for FY 2025

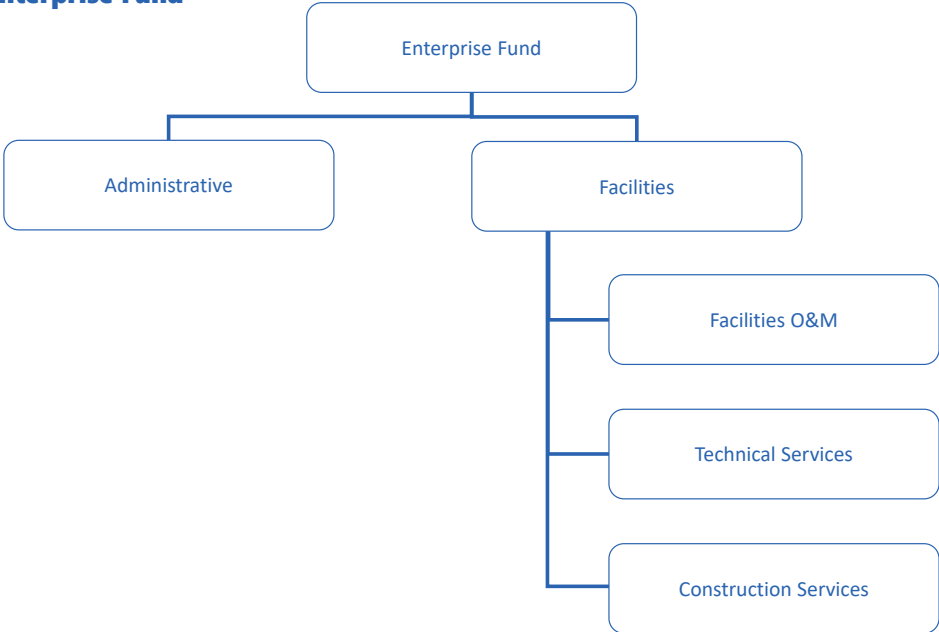
## Budget Calendar



FY 2025 Budget documents available to the public @ [regionalwater.org](http://regionalwater.org)

# Tentative Budget for FY 2025

## Enterprise Fund



## Tentative Budget for FY 2025

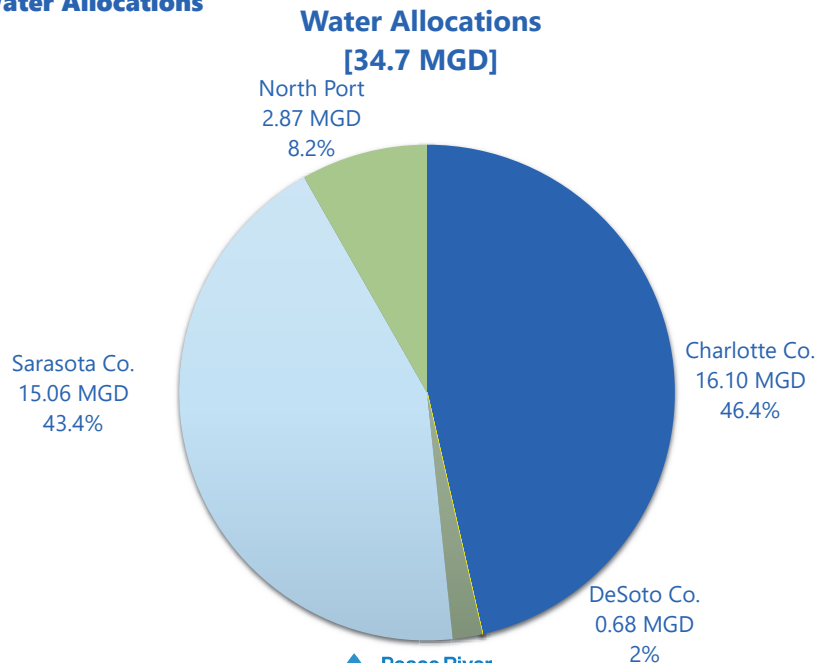
### Tentative Budget

	FY 2024 Budget	FY 2025 Tentative Budget	Increase/ (Decrease)
Administrative Office	\$ 561,245	\$ 607,926	\$ 46,681
Facilities	<u>\$140,961,334</u>	<u>\$ 255,288,556</u>	<u>\$ 114,327,222</u>
Total Enterprise Fund	\$ 141,522,579	\$ 255,896,482	\$ 114,373,903



## Tentative Budget for FY 2025

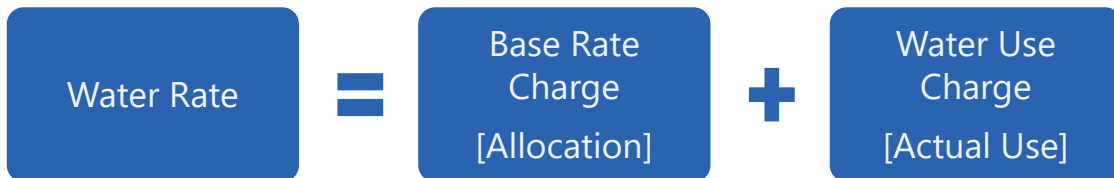
### MWSC Water Allocations



# Tentative Budget for FY 2025

## Water Rate Components

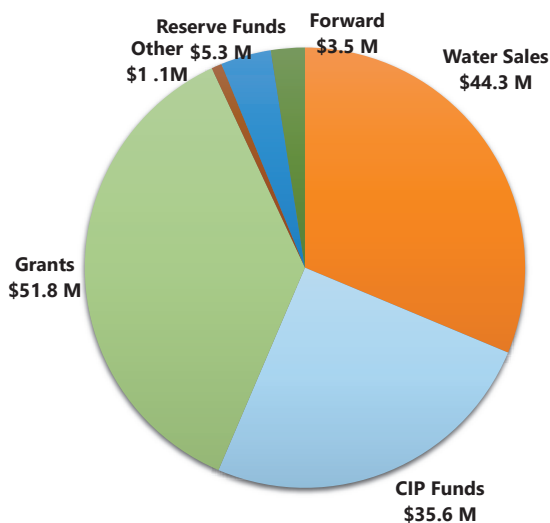
Water Rate is established by resolution of the Authority for the sale of water and comprised of two components:



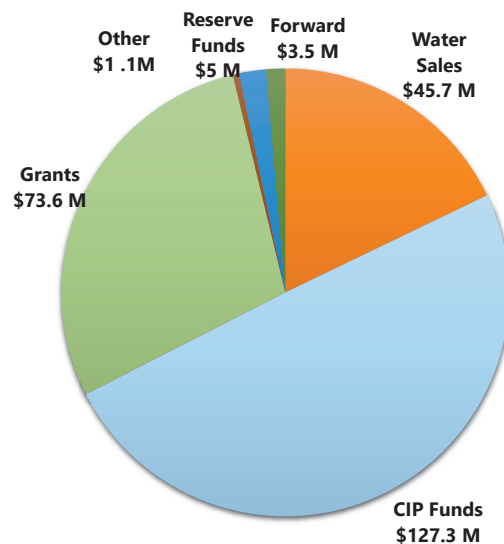
# Tentative Budget for FY 2024

## Sources of Revenue

**FY 2024 Available Funds**  
**\$141.5 M**

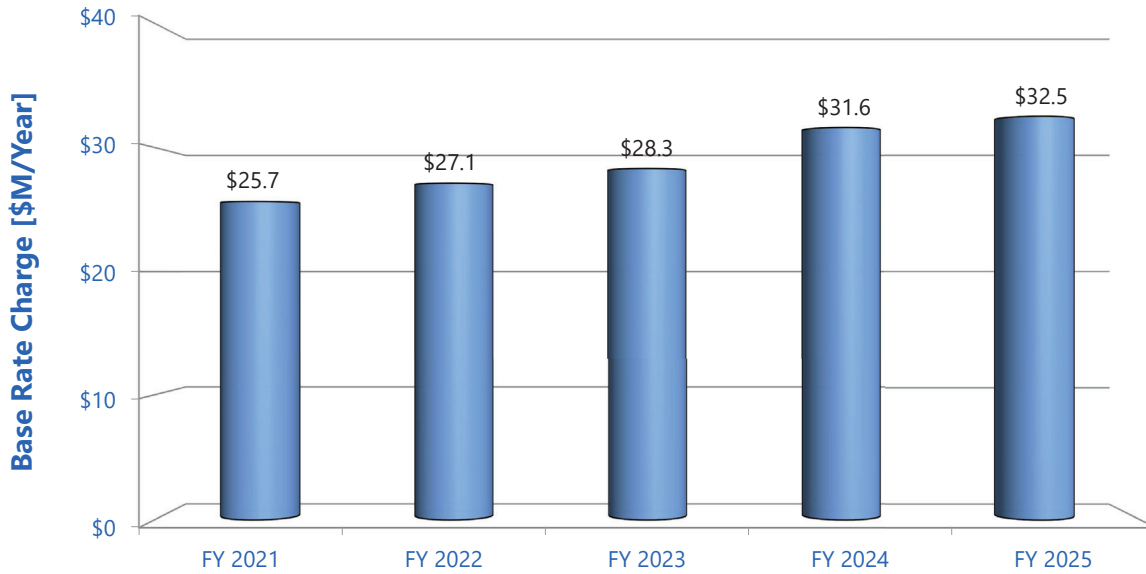


**FY 2025 Available Funds**  
**\$255.9 M**



## Tentative Budget for FY 2025

### Historical Base Rate Charge



## Tentative Budget for FY 2025

### Water Rate

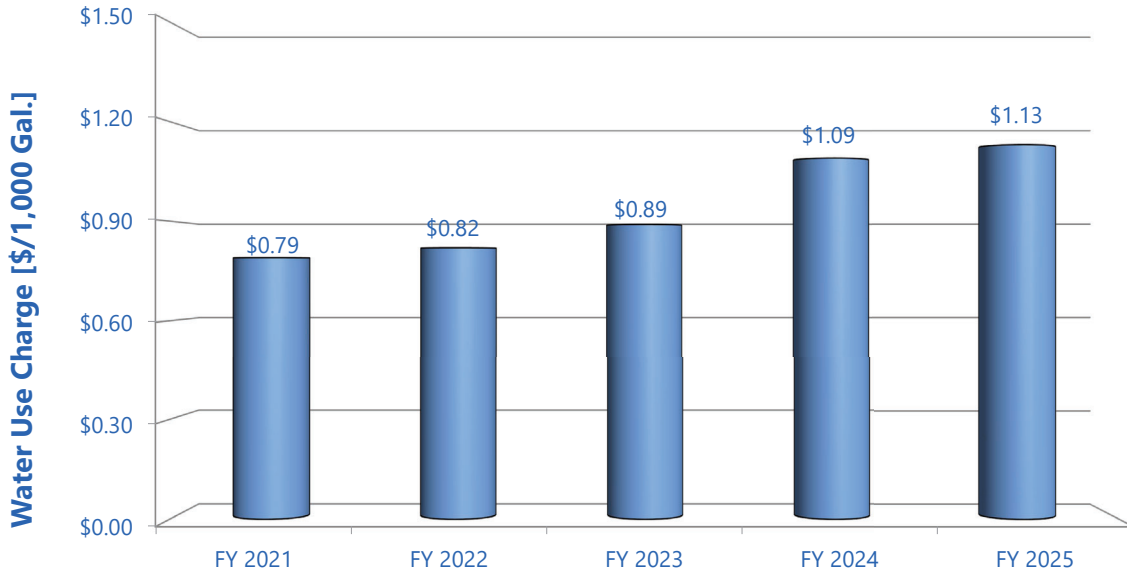
Customer Water Rate	FY 2024 Budget	FY 2025 Tentative Budget	Increase/ (Decrease)
<u>Base Rate Charge</u> (\$ for FY)			
• Charlotte Co.	\$ 11,798,279	\$ 12,250,493	\$ 452,214
• DeSoto Co	\$ 707,572	\$ 729,257	\$ 21,685
• Manatee Co.	\$ 78,232	\$ 0	\$ (78,232)
• Sarasota Co.	\$ 16,271,576	\$ 16,684,981	\$ 413,405
• North Port	\$ 2,766,759	\$ 2,851,529	\$ 84,770
	\$ 31,622,417	\$ 32,516,260	\$ 893,843
<u>Water Use Charge</u> (\$/1,000 Gal)	\$ 1.09	\$ 1.13	\$ 0.04





# Tentative Budget for FY 2025

## Historical Water Use Charge



# Tentative Budget for FY 2025

## Water Rate

**FAMS** Financial Analysis & Management System By Startec

**PEACE RIVER / MANASOTA REGIONAL WATER SUPPLY AUTHORITY (FLORIDA)**

	FY 2022	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034
Water Use Charge - \$ / KGAL	1.09	1.13	1.17	1.20	1.23	1.28	1.31	1.35	1.39	1.43	1.47
Last Plan	1.09	1.13	1.17	1.20	1.23	1.26	1.30	1.33	1.37	1.41	0.00
Charlotte - Base Rate Charge	1,356.0	1,390.6	1,445.6	1,491.8	2,451.5	2,524.7	2,554.8	2,588.0	2,629.4	2,680.9	2,733.6
Last Plan	1,356.0	1,581.0	2,066.0	2,289.2	2,424.9	2,504.9	2,530.4	2,573.5	2,645.1	2,744.7	0.0
DeSoto - Base Rate Charge	59.0	60.8	84.3	97.7	105.7	92.3	93.4	94.8	96.5	98.6	100.8
Last Plan	59.0	65.4	80.0	93.0	100.5	88.0	89.2	90.6	92.5	94.6	0.0
Sarasota - Base Rate Charge	1,356.0	1,390.6	2,145.6	2,362.4	2,491.8	2,578.4	2,608.7	2,653.9	2,727.2	2,831.8	2,945.1
Last Plan	1,356.0	1,581.0	2,066.0	2,289.2	2,424.9	2,504.9	2,530.4	2,573.5	2,645.1	2,744.7	0.0
North Port - Base Rate Charge	230.6	237.6	277.2	279.5	267.8	317.3	321.9	327.4	334.0	341.7	349.7
Last Plan	230.6	254.8	258.0	268.4	274.8	311.1	316.7	322.8	330.1	338.7	0.0
Manatee - Base Rate Charge	6.5	0.0	6.5	20.2	35.8	45.7	47.4	60.9	95.6	153.2	218.0
Last Plan	6.5	5.6	13.7	27.9	43.0	52.8	54.1	67.1	100.3	155.0	0.0
Rate Covenant Test	1.74	1.67	1.59	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50
Last Plan	1.74	1.86	1.51	1.50	1.50	1.50	1.50	1.50	1.50	1.50	0.00

FY 2025	FY 2026	FY 2027
1.13	1.17	1.20
1.13	1.17	1.20



## Tentative Budget for FY 2025

### Member Fee

Member Fee	FY 2024 Budget	FY 2025 Tentative Budget	Increase/ (Decrease)
<u>Member Fee</u> (\$ for FY)			
• Charlotte Co.	\$ 99,547	\$ 108,680	\$ 9,133
• DeSoto Co.	\$ 64,926	\$ 70,570	\$ 5,644
• Manatee Co.	\$ 146,949	\$ 160,980	\$ 14,031
• Sarasota Co.	<u>\$ 153,397</u>	<u>\$ 166,458</u>	<u>\$ 13,061</u>
	\$ 464,819	\$ 506,688	\$ 41,869

Base Contribution = ½ amount divided by 4

Pro-Rata Share = ½ amount based on pro rata share of total 4-county population



## Tentative Budget for FY 2025

### Management & Planning Assessment

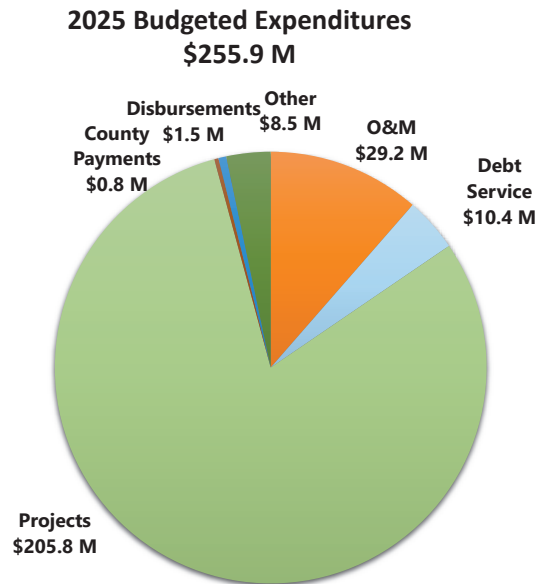
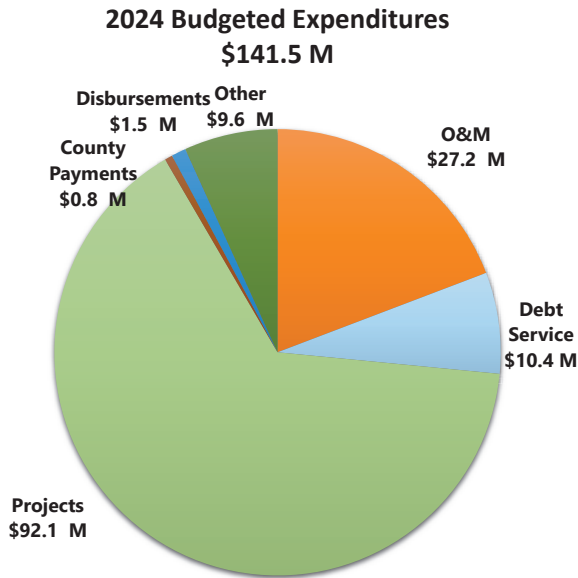
Member/Customer Planning Assessment	FY 2024 Budget	FY 2025 Tentative Budget	Increase/ (Decrease)
<u>Assessment</u> (\$ for FY)			
• Charlotte Co.	\$ 84,704	\$ 85,017	\$ 313
• DeSoto Co.	\$ 13,945	\$ 13,563	(\$ 382)
• Manatee Co.	\$ 181,586	\$ 183,075	\$1,489
• Sarasota Co.	\$ 159,537	\$ 157,297	(\$2,240)
• North Port	<u>\$ 35,228</u>	<u>\$ 36,048</u>	<u>\$ 820</u>
	\$ 475,000	\$ 475,000	\$ 0

Assessments based on each customers pro rata share of total 4-county population



## Tentative Budget for FY 2025

### Major Expenditures



## Tentative Budget for FY 2025

### Budget Highlights

- Operation & Maintenance
  - Power and Chemical costs increased slightly
  - Personnel compensation increase budgeted at 7%
    - 3% COLA
    - 4% Merit
  - Three new personnel position to achieve Strategic Plan goals and objectives
    - Project Engineer
    - Construction Inspector
    - Lab Tech
  - Repairs and Maintenance increased 1.9% (less than inflation)
  - Contract Services increased 18% (\$424.8k)
  - Machinery & Equipment Increased by \$50k



## Tentative Budget for FY 2025

### Budget Highlights

- Other Rate Related Expenditures
  - Contribution to R&R Reserve
  - Transfer to CIP
  - Transfer to System-Wide Benefit
  - Transfer to Utility Reserve Fund
  - Disaster Recovery Reserve
  - Contingencies
  - Admin Cost Charge-Back



## Tentative Budget for FY 2025

### Budget Highlights

- CIP Projects Expense

Item No.	CIP Project	FY 2025 Expenditures	Source of Funds		
			CIP Funds	SWFWMD Grant Funds	State Grant Funds
1	Reservoir No. 3 - Final Design & CMAR	104,000,000	60,000,000	33,000,000	11,000,000
2	PRF Expansion	36,000,000	36,000,000		
3	Regional Integrated Loop - Phase 2B - PDB	45,053,659	23,000,000	22,053,659	
4	Regional Integrated Loop - Phase 3C - PDB	15,000,000	7,500,000	7,500,000	
	<b>Total</b>	<b>\$ 200,053,659</b>	<b>\$ 126,500,000</b>	<b>\$ 62,553,659</b>	<b>\$ 11,000,000</b>

- System-Wide Benefit Projects Expense

Item No.	System Wide Benefit CIP Project	FY 2025 Expenditures	Source of Funds		
			CIP Funds	SWFWMD Grant Funds	State Grant Funds
1	Partially Treated Surface Water ASR	500,000	-	-	500,000
	<b>Total</b>	<b>\$ 500,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 500,000</b>



## Tentative Budget for FY 2025

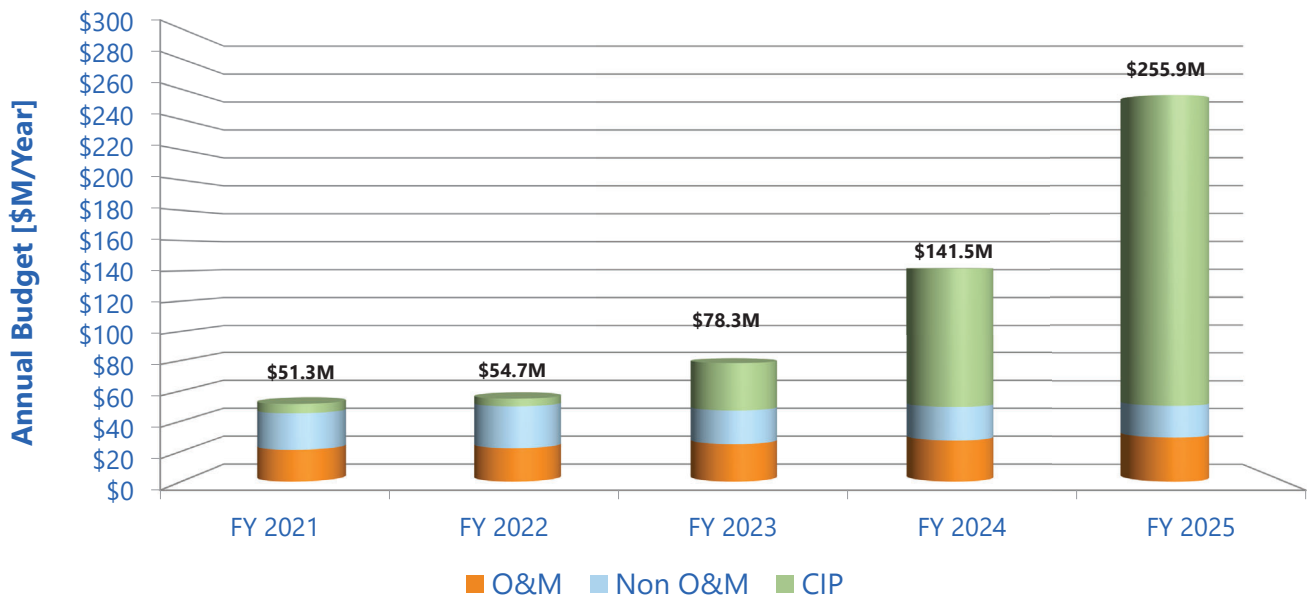
### Budget Highlights

Customer Fund Disbursements	Debt Coverage from FY 2024
<u>Disbursement/Credit</u> (\$ for FY)	
• Charlotte Co.	\$ 336,727
• DeSoto Co	\$ 35,681
• Manatee Co.	\$ 0
• Sarasota Co.	\$ 999,771
• North Port	\$ 147,298
	<u>\$ 1,519,477</u>



## Tentative Budget for FY 2025

### Historical Budgets





# Questions & Discussion



## Tentative Budget for FY 2025

### Staff Recommendation

Motion to approve Tentative Budget for FY 2025 in the amount of \$255,896,482.



**TAB B**

FY 2025 Budget Cost Analysis and Water Rate and Charges Analysis

**Peace River Manasota Regional Water Supply Authority**  
**FY 2025 Tentative Budget**

<b>BUDGET COST ANALYSIS</b>			
<b>Enterprise Fund</b>	<b>FY 2024 Approved</b>	<b>FY 2025 Tentative</b>	<b>Variance +/-</b>
<b>AVAILABLE FUNDS</b>			
Water Sales	\$ 44,303,008	\$ 45,700,420	\$ 1,397,412
Member Fee	\$ 464,819	\$ 506,688	\$ 41,869
Customer Planning Assessment	\$ 475,000	\$ 475,000	\$ -
<b>Subtotal</b>	<b>\$ 45,242,827</b>	<b>\$ 46,682,108</b>	<b>\$ 1,439,281</b>
Estimated Unencumbered Funds from Prior Year	\$ 3,519,477	\$ 3,519,477	\$ -
Federal Direct Payment	\$ -	\$ -	\$ -
Interest Income	\$ 40,000	\$ 40,000	\$ -
Rent Income	\$ 96,426	\$ 101,238	\$ 4,812
Reserve Accounts	\$ 5,250,000	\$ 5,000,000	\$ (250,000)
CIP Fund	\$ 35,554,303	\$ 127,000,000	\$ 91,445,697
Grants	\$ 51,819,546	\$ 73,553,659	\$ 21,734,113
<b>Total Sources</b>	<b>\$ 141,522,579</b>	<b>\$ 255,896,482</b>	<b>\$ 114,373,903</b>
<b>EXPENDITURES</b>			
Insurances	\$ 1,048,500	\$ 1,054,000	\$ 5,500
Personnel	\$ 8,042,669	\$ 9,000,192	\$ 957,523
Utilities	\$ 3,424,890	\$ 3,732,461	\$ 307,571
Operating Supplies	\$ 125,000	\$ 140,000	\$ 15,000
Water Treatment Chemicals	\$ 9,087,708	\$ 9,274,418	\$ 186,710
Repairs & Maintenance	\$ 2,376,000	\$ 2,421,000	\$ 45,000
Machinery & Equipment	\$ 200,000	\$ 250,000	\$ 50,000
Contract Services	\$ 2,346,500	\$ 2,771,300	\$ 424,800
General Administration	\$ 516,500	\$ 587,500	\$ 71,000
<b>Subtotal</b>	<b>\$ 27,167,767</b>	<b>\$ 29,230,871</b>	<b>\$ 2,063,104</b>
Debt Service	\$ 11,889,564	\$ 11,881,064	\$ (8,500)
County Payments	\$ 796,000	\$ 796,000	\$ -
Contingencies	\$ 500,000	\$ 500,000	\$ -
Transfer to R&R Account	\$ 4,250,000	\$ 4,500,000	\$ 250,000
Transfer to CIP	\$ 1,894,860	\$ 930,411	\$ (964,449)
Transfer to Utility Reserve Fund	\$ 1,406,061	\$ 260,000	\$ (1,146,061)
Transfer to Disaster Recovery Reserve Fund	\$ -	\$ 750,000	\$ 750,000
Water Purchase	\$ -	\$ -	\$ -
Projects	\$ 92,098,849	\$ 205,528,659	\$ 113,429,810
Fund Disbursements	\$ 1,519,477	\$ 1,519,477	\$ -
<b>Total Uses</b>	<b>\$ 141,522,579</b>	<b>\$ 255,896,482</b>	<b>\$ 114,373,903</b>

**Peace River Manasota Regional Water Supply Authority**  
**FY 2025 Tentative Budget**

<b>WATER RATE AND CHARGES ANALYSIS</b>			
<b>Fixed Charges</b>	<b>FY 2024 Approved</b>	<b>FY 2025 Tentative</b>	<b>Variance +/-</b>
<b>Charlotte County</b>			
Base Charge	\$ 11,814,283	\$ 12,266,998	\$ 452,715
Base Charge - Pool Water	\$ (16,004)	\$ (16,504)	\$ (500)
Member Contribution	\$ 99,547	\$ 108,680	\$ 9,133
Planning Assessment	\$ 84,704	\$ 85,017	\$ 312
<b>Subtotal</b>	<b>\$ 11,982,530</b>	<b>\$ 12,444,190</b>	<b>\$ 461,660</b>
<b>DeSoto County</b>			
Base Charge	\$ 660,626	\$ 679,744	\$ 19,118
Base Charge - Pool Water	\$ 46,946	\$ 49,513	\$ 2,567
Member Contribution	\$ 64,926	\$ 70,570	\$ 5,644
Planning Assessment	\$ 13,945	\$ 13,563	\$ (382)
<b>Subtotal</b>	<b>\$ 786,443</b>	<b>\$ 813,390</b>	<b>\$ 26,947</b>
<b>Manatee County</b>			
Base Charge	\$ 78,232	\$ -	\$ (78,232)
Member Contribution	\$ 146,949	\$ 160,980	\$ 14,031
Planning Assessment	\$ 181,586	\$ 183,075	\$ 1,489
<b>Subtotal</b>	<b>\$ 406,767</b>	<b>\$ 344,056</b>	<b>\$ (62,711)</b>
<b>Sarasota County</b>			
Base Charge	\$ 16,297,183	\$ 16,717,989	\$ 420,806
Base Charge - Pool Water	\$ (25,607)	\$ (33,009)	\$ (7,402)
Member Contribution	\$ 153,397	\$ 166,458	\$ 13,061
Planning Assessment	\$ 159,537	\$ 157,297	\$ (2,240)
<b>Subtotal</b>	<b>\$ 16,584,511</b>	<b>\$ 17,008,735</b>	<b>\$ 424,225</b>
<b>City of North Port</b>			
Base Charge	\$ 2,772,094	\$ 2,851,529	\$ 79,435
Base Charge - Pool Water	\$ (5,335)	\$ -	\$ 5,335
Member Contribution	\$ -	\$ -	\$ -
Planning Assessment	\$ 35,228	\$ 36,048	\$ 820
<b>Subtotal</b>	<b>\$ 2,801,987</b>	<b>\$ 2,887,578</b>	<b>\$ 85,591</b>
<b>Enterprise Fund</b>			
Base Charge	\$ 31,622,417	\$ 32,516,260	\$ 893,843
Base Charge - Pool Water	\$ -	\$ (0)	\$ (0)
Member Contribution	\$ 464,819	\$ 506,688	\$ 41,869
Planning Assessment	\$ 475,000	\$ 475,000	\$ -
<b>Total</b>	<b>\$ 32,562,237</b>	<b>\$ 33,497,948</b>	<b>\$ 935,712</b>
<b>Variable Charges</b>			
	<b>FY 2024 Approved</b>	<b>FY 2025 Tentative</b>	<b>Variance +/-</b>
<b>Water Use Rate Charge</b>			
\$/1,000 gallons	\$1.09	\$1.13	\$0.04

**TAB C**  
FY 2025 Tentative Budget





# Peace River Manasota

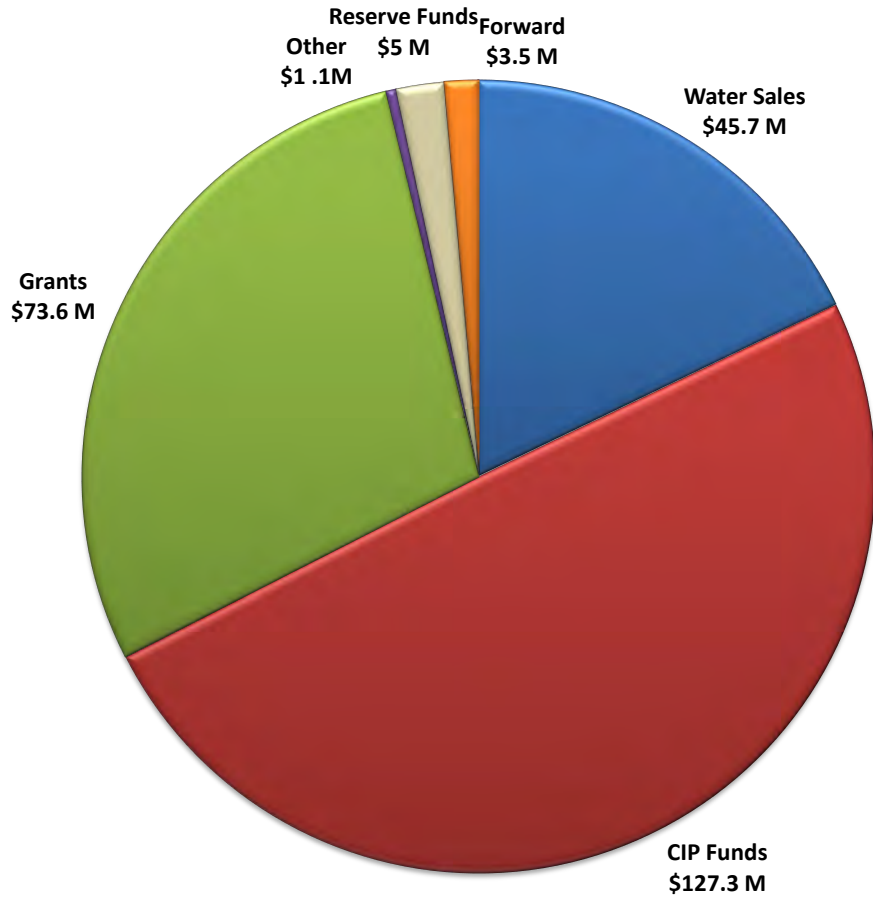
Regional Water Supply Authority

## Tentative Budget for FY 2025

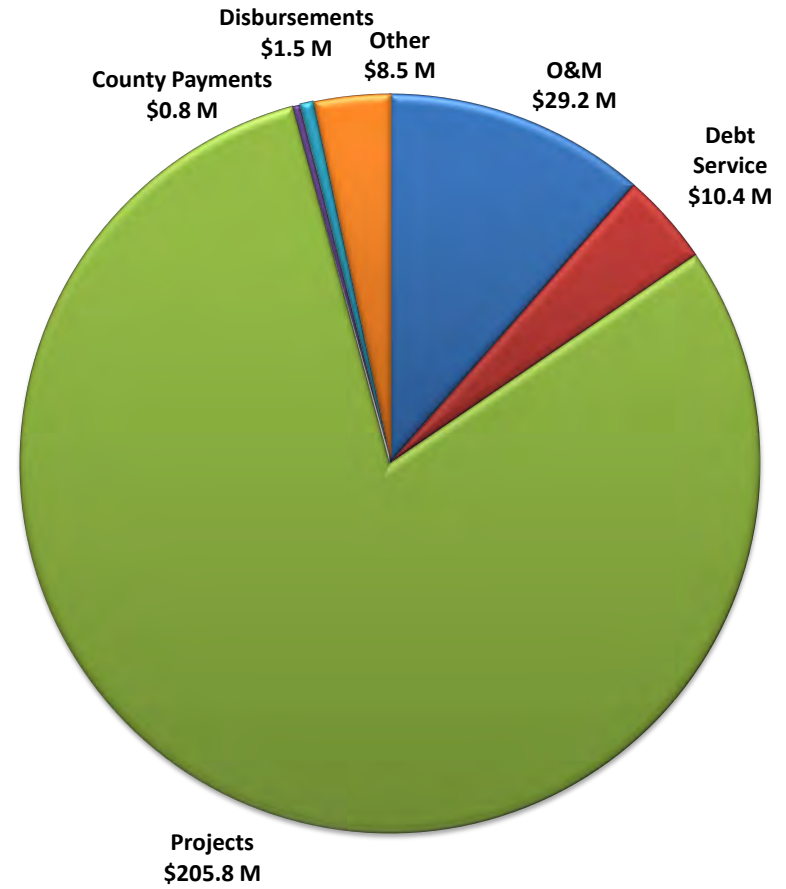
[April 3, 2024]

**Peace River Manasota Regional Water Supply Authority  
FY 2025 Tentative Budget**

**AVAILABLE FUNDS  
\$255.9 M**



**EXPENDITURES  
\$255.9 M**



**Peace River Manasota Regional Water Supply Authority  
FY 2025 Tentative Budget**

<b>AVAILABLE FUNDS</b>	<b>Administrative Office</b>	<b>Facilities</b>	<b>Total Enterprise Fund</b>
<b>Revenue</b>			
Water Sales		45,700,420	45,700,420
Member Fee	506,688		506,688
Planning Assessment		475,000	475,000
Anticipated interest		40,000	40,000
Rent Income [including CAM]	101,238		101,238
Subtotal	607,926	46,215,420	46,823,346
<b>Grants</b>			
State Grant Funds		11,000,000	11,000,000
SWFWMD Grant Funds		62,553,659	62,553,659
Subtotal		73,553,659	73,553,659
<b>Reserve Accounts</b>			
Transfer from R&R Reserve Account		4,500,000	4,500,000
Transfer from Rate Stabilization		500,000	500,000
Subtotal		5,000,000	5,000,000
<b>CIP Fund</b>			
CIP Project Funds		-	-
CIP Project Funds (From Financing)		126,500,000	126,500,000
System-Wide Benefit CIP Project Funds		500,000	500,000
Subtotal		127,000,000	127,000,000
<b>Funds Brought Forward</b>			
Carry Forward from FY2024		2,000,000	2,000,000
Funds Brought Forward for Disbursement		1,519,477	1,519,477
Subtotal	-	3,519,477	3,519,477
<b>Total Funds Available</b>	<b>\$ 607,926</b>	<b>\$ 255,288,556</b>	<b>\$ 255,896,482</b>

**Peace River Manasota Regional Water Supply Authority  
FY 2025 Tentative Budget**

<b>EXPENDITURES</b>	<b>Administrative Office</b>	<b>Facilities</b>	<b>Total Enterprise Fund</b>
<b>OPERATION &amp; MAINTENANCE</b>			
<b>Insurances</b>			
Property/Liability/Worker's Compensation		1,000,000	1,000,000
Auto		45,000	45,000
Public Officials Liability	9,000		9,000
Subtotal	9,000	1,045,000	1,054,000
<b>Personnel</b>			
Administration	637,346	462,880	1,100,226
Facility Operations/Maintenance/Technical Services		4,557,170	4,557,170
Subtotal	637,346	5,020,050	5,657,396
<b>Benefits</b>			
FICA Taxes	48,757	379,619	428,376
Fla. Retirement System	130,527	972,896	1,103,423
Health Insurance	149,573	1,661,425	1,810,998
Subtotal	328,857	3,013,940	3,342,797
<b>Utilities</b>			
Electric Power	20,719	3,534,742	3,555,461
Diesel Fuel	-	25,000	25,000
Vehicle Fuel	7,000	60,000	67,000
Telephone	10,000	75,000	85,000
Subtotal	37,719	3,694,742	3,732,461
<b>Operating Supplies</b>			
General Operations		40,000	40,000
Laboratory Supplies		100,000	100,000
Subtotal	-	140,000	140,000
<b>Water Treatment Chemicals</b>			
Aluminum Sulfate		2,913,803	2,913,803
Sodium Hydroxide		2,159,864	2,159,864
Carbon		2,768,344	2,768,344
Coagulant Aid		149,618	149,618
Sodium Hypochlorite		1,040,126	1,040,126
Aqua Ammonia		119,809	119,809
Copper Sulfate		122,854	122,854
Subtotal		9,274,418	9,274,418

**Peace River Manasota Regional Water Supply Authority  
FY 2025 Tentative Budget**

<b>EXPENDITURES</b>	<b>Administrative Office</b>	<b>Facilities</b>	<b>Total Enterprise Fund</b>
<b>Repairs &amp; Maintenance</b>			
Water Treatment Facilities		1,100,000	1,100,000
Water Resources		600,000	600,000
Land Management		450,000	450,000
Regional Transmission System		150,000	150,000
ASR		75,000	75,000
Vehicle Fleet Maintenance	1,000	45,000	46,000
Subtotal	1,000	2,420,000	2,421,000
<b>Machinery &amp; Equipment</b>			
Machinery & Equipment		250,000	250,000
<b>Contract Services</b>			
Annual Audit	4,800	40,000	44,800
Engineering Services - General		350,000	350,000
Hydrogeological Services		175,000	175,000
Environmental Services		175,000	175,000
Rate Consulting Services		65,000	65,000
Information/Technology Services	25,000	50,000	75,000
Reservoir Permit Monitoring		360,000	360,000
Equipment Rental	15,000	50,000	65,000
Legal Services	20,000	275,000	295,000
Legislative Monitoring Services		75,000	75,000
Off-Site Treatment Residual Hauling and Disposal		375,000	375,000
Outside Lab Services - Drinking Water/ASR/EPA		125,000	125,000
Watershed Programs/Monitoring/Protection [HBMP, MFL, Stewardship]		500,000	500,000
Charlotte Harbor NEP		3,500	3,500
Uniforms		18,000	18,000
Contract Labor		-	-
Contract Services - Other	15,000	55,000	70,000
Subtotal	79,800	2,691,500	2,771,300



**Peace River Manasota Regional Water Supply Authority  
FY 2025 Tentative Budget**

<b>EXPENDITURES</b>	<b>Administrative Office</b>	<b>Facilities</b>	<b>Total Enterprise Fund</b>
<b>General Administration</b>			
Office Maintenance/Improvements	5,000	-	5,000
Administrative Office Common Area Maintenance	50,000	-	50,000
Advertising	-	8,000	8,000
Software	-	150,000	150,000
Office Supplies	30,000	40,000	70,000
Postage/Shipping	1,000	4,000	5,000
Books, Dues, Subs & Memberships	8,000	25,000	33,000
Training	2,000	20,000	22,000
Professional Development/Cont. Education	15,000	25,000	40,000
Mileage/Travel Reimbursement	15,000	50,000	65,000
Public Outreach/Education Programs/Website	40,000	50,000	90,000
Misc. Fees [permits, registrations, licenses, certifications, bank charges]	14,500	35,000	49,500
Subtotal	180,500	407,000	587,500
<b>Total - Operations &amp; Maintenance</b>	<b>\$ 1,274,222</b>	<b>\$ 27,956,650</b>	<b>\$ 29,230,872</b>

**Peace River Manasota Regional Water Supply Authority  
FY 2025 Tentative Budget**

<b>EXPENDITURES</b>	<b>Administrative Office</b>	<b>Facilities</b>	<b>Total Enterprise Fund</b>
<b>NON-OPERATION &amp; MAINTENANCE</b>			
<b>Annual Debt Service</b>			
2014 Bond Series		2,795,750	2,795,750
2015 Bond Series		2,528,000	2,528,000
2020 Bond Series		4,794,050	4,794,050
2019 Series Note	245,594		245,594
Subtotal	245,594	10,117,800	10,363,394
<b>County Payments</b>			
DeSoto Payment		796,000	796,000
Subtotal		796,000	796,000
<b>Other Rate Related Expenditures</b>			
Contribution to R&R Reserve		4,500,000	4,500,000
Transfer to CIP (PR <sup>3</sup> )		-	-
Transfer to System-Wide Benefit CIP		930,411	930,411
Transfer to Utility Reserve Fund		260,000	260,000
Disaster Recovery Reserve		750,000	750,000
Contingencies		500,000	500,000
Water Purchase		-	-
Debt Service Coverage Fund		1,517,670	1,517,670
Administrative Costs	(911,890)	911,890	-
Subtotal	(911,890)	9,369,971	8,458,081
<b>Total Rate Related Expenditures</b>	<b>\$ 607,926</b>	<b>\$ 48,240,420</b>	<b>\$ 48,848,346</b>

**Peace River Manasota Regional Water Supply Authority  
FY 2025 Tentative Budget**

<b>EXPENDITURES</b>	<b>Administrative Office</b>	<b>Facilities</b>	<b>Total Enterprise Fund</b>
<b>NON-RATE RELATED EXPENDITURES</b>			
<b>Projects</b>			
CIP Projects		200,553,659	200,553,659
Renewal & Replacement Projects		4,500,000	4,500,000
Management & Planning Projects		475,000	475,000
Subtotal		205,528,659	205,528,659
<b>Fund Disbursements (Debt Coverage Payment FY2024)</b>			
Charlotte County		336,727	336,727
DeSoto County		35,681	35,681
Sarasota County		999,771	999,771
North Port		147,298	147,298
Subtotal		1,519,477	1,519,477
<b>Total Non-Rate Related Expenditures</b>		<b>207,048,136</b>	<b>207,048,136</b>
<b>Total Expenditures</b>	<b>\$ 607,926</b>	<b>\$ 255,288,556</b>	<b>\$ 255,896,482</b>

**Peace River Manasota Regional Water Supply Authority  
FY 2025 Tentative Budget**

**DEBT SERVICE**

Customer	2014B Bond Series	2015 Bond Series	2020 Bond Series	Total
Charlotte County	\$ 734,164	\$ 600,653	\$ 907,611	\$ 2,242,428
DeSoto County	\$ 22,925	\$ 181,510	\$ 33,444	\$ 237,879
Manatee County	\$ -	\$ -	\$ -	\$ -
Sarasota County	\$ 1,748,742	\$ 1,745,837	\$ 3,162,470	\$ 6,657,049
City of North Port	\$ 289,919	\$ -	\$ 690,524	\$ 980,444
Total	\$ 2,795,750	\$ 2,528,000	\$ 4,794,050	\$ 10,117,800

<b>2019 Series Note (Administrative Office)</b>	\$ 245,594
---	------------

**Peace River Manasota Regional Water Supply Authority  
FY 2025 Tentative Budget**

**CAPITAL IMPROVEMENT PROGRAM  
Funded CIP Projects**

Item No.	CIP Project	FY 2025 Expenditures	Source of Funds			FY 2025 Total
			CIP Funds	SWFWMD Grant Funds	State Grant Funds	
1	Reservoir No. 3 - Final Design & CMAR	104,000,000	60,000,000	33,000,000	11,000,000	104,000,000
2	PRF Expansion	36,000,000	36,000,000			36,000,000
3	Regional Integrated Loop - Phase 2B - PDB	45,053,659	23,000,000	22,053,659		45,053,659
4	Regional Integrated Loop - Phase 3C - PDB	15,000,000	7,500,000	7,500,000		15,000,000
	Total	\$ 200,053,659	\$ 126,500,000	\$ 62,553,659	\$ 11,000,000	\$ 200,053,659

Item No.	System Wide Benefit CIP Project	FY 2025 Expenditures	Source of Funds			FY 2025 Total
			CIP Funds	SWFWMD Grant Funds	State Grant Funds	
1	Partially Treated Surface Water ASR	500,000	-	-	500,000	500,000
	Total	\$ 500,000	\$ -	\$ -	\$ 500,000	\$ 500,000



**Peace River Manasota Regional Water Supply Authority  
FY 2025 Tentative Budget**

**MANAGEMENT & PLANNING PROJECTS**

Item No.	Planning Projects	FY 2025 Expenditure	Funds Brought Forward	Other Funding	FY 2025 Assessment
1	MWSC Modifications	50,000	-	-	50,000
2	Polk Regional Water Cooperative Coordinating Committee	25,000	-	-	25,000
3	Regional Water Supply Planning	400,000	-	-	400,000
	Total	\$ 475,000	\$ -	\$ -	\$ 475,000

**Peace River Manasota Regional Water Supply Authority  
FY 2025 Tentative Budget**

**SYSTEM-WIDE BENEFIT CIP PROJECT CONTRIBUTION ALLOCATION**

10/01/2024 to 09/30/2025

<b>Cost Allocation</b>			
[Annual costs to be allocated]	Total	Annual Cost Allocation (1)	
		Filter Covers (2)	
Charlotte County	431,689		431,689
DeSoto County	18,099		18,099
Manatee County	-		-
Sarasota County	403,804		403,804
City of North Port	76,819		76,819
<b>Total</b>	<b>\$ 930,411</b>	<b>\$</b>	<b>930,411</b>

- (1) Annual Cost Allocation included in Base Rate Charge.
- (2) Cost Allocation Pro-Rate Existing Water Allocation.
- (3) Cost Allocation Pro-Rate Forecast Water Allocation.

<b>Water Allocation</b>				
	Existing Water Allocation (4)		Forecast Water Allocation (5)	
	Water Allocation [MGD]	Water Allocation [Percentage]	Water Allocation [MGD]	Water Allocation [Percentage]
Charlotte County	16.100	46.40%	24.220	42.35%
DeSoto County	0.675	1.95%	1.013	1.77%
Manatee County	0.000	0.00%	5.000	8.74%
Sarasota County	15.060	43.40%	22.650	39.60%
City of North Port	2.865	8.26%	4.310	7.54%
<b>Total</b>	<b>34.700</b>	<b>100.00%</b>	<b>57.193</b>	<b>100.00%</b>

- (4) Peace River/Manasota Regional Water Supply Authority Master Water Supply Contract - Exhibit B 'Water Allocations'.
- (5) Forecast of Potential Water Allocation for 2040 for cost allocation calculation [does not represent contracted allocation or obligation].

**Peace River Manasota Regional Water Supply Authority  
FY 2025 Tentative Budget**

**WATER RATE [Authority Customers]**

10/01/2024 to 09/30/2025

<b>Total Monthly Water Charge to Customers</b>	
[Charge per Month]	
Monthly Charge = Base Rate Charge + (Water Use Charge x Actual Water Delivered)	
<b>Base Rate Charge</b>	
[Annual costs to be allocated]	
	Totals
<b>Other Rate Related Expenditures</b>	
Fixed O & M Cost Component	14,772,491
Contribution to R & R Reserve	4,500,000
Transfer to CIP (PR <sup>3</sup> )	-
Contingencies	500,000
Transfer to Utility Reserve Fund	260,000
Transfer to Disaster Recovery Reserve	750,000
Transfer to Administrative Fund	911,890
Projected Interest Earned	(40,000)
Transfer from Rate Stabilization Reserve	(500,000)
Funds Brought Forward	(2,000,000)
<b>Sub-Total Other Rate Related Expenditures</b>	<b>\$ 19,154,379</b>
Water Purchase	0
<b>Total Other Rate Related Expenditures</b>	<b>\$ 19,154,379</b>
<b>Debt Service Cost</b>	
2014 Bonds	2,795,750
2015 Bonds	2,528,000
2020 Bonds	4,794,050
<b>Total Debt Service</b>	<b>\$ 10,117,800</b>
<b>Debt Service Coverage Payments</b>	<b>\$ 1,517,670</b>
<b>Debt Service Contributions</b>	
	\$ -
<b>County Payments</b>	
DeSoto Payment	796,000
<b>Total County Payments</b>	<b>\$ 796,000</b>
<b>System-Wide CIP Contribution</b>	
Transfer out to CIP	930,411
<b>Total Base Rate Charge</b>	<b>\$ 32,516,260</b>

**Peace River Manasota Regional Water Supply Authority  
FY 2025 Tentative Budget**

<b>Annual Base Rate Charge By Customer</b>										
	Total	Other Rate Related Expenditures	2014B Bonds	2015 Bonds	2020 Bonds	Debt Service Coverage Payment	DeSoto Payment	System-Wide CIP Contribution	Pool Water Redistribution	
Charlotte County	12,250,493	8,887,190	734,164	600,653	907,611	336,364	369,326	431,689	(16,504)	
DeSoto County	729,257	372,600	22,925	181,510	33,444	35,682	15,484	18,099	49,513	
Manatee County	-	-	-	-	-	-	-	-	0	
Sarasota County	16,684,981	8,313,111	1,748,742	1,745,837	3,162,470	998,557	345,469	403,804	(33,009)	
City of North Port	2,851,529	1,581,478	289,919	-	690,524	147,067	65,722	76,819	0	
<b>Total</b>	<b>\$ 32,516,260</b>	<b>\$ 19,154,379</b>	<b>\$ 2,795,750</b>	<b>\$ 2,528,000</b>	<b>\$ 4,794,050</b>	<b>\$ 1,517,670</b>	<b>\$ 796,000</b>	<b>\$ 930,411</b>	<b>\$ (0)</b>	

<b>Monthly Base Rate Charge By Customer</b>	
Charlotte County	1,020,874
DeSoto County	60,771
Manatee County	-
Sarasota County	1,390,415
City of North Port	237,627
<b>Total</b>	<b>\$ 2,709,688</b>

<b>Water Use Charge</b>	
[Charge per 1,000 gallons]	
Total	
Water Use Rate Charge	\$1.13

<b>Master Water Supply Contract Water Allocation</b>	
Million Gallons Per Day [MGD]	Annual Average Daily [MGD]
Charlotte County	16.100
DeSoto County	0.675
Manatee County	0.000
Sarasota County	15.060
City of North Port	2.865
<b>Total</b>	<b>34.700</b>

**Peace River Manasota Regional Water Supply Authority  
FY 2025 Tentative Budget**

**MEMBER FEE**

10/01/2024 to 09/30/2025

<b>Contribution Amount to be Derived</b>				
		Totals		
Administrative Office Authority Support	\$	607,926		
Projected Interest Earned	\$	-		
Rental Income	\$	(101,238)		
<b>Amount to be Derived</b>	<b>\$</b>	<b>506,688</b>		
<b>Population Basis</b>				
		*Population 12/19/2023	% of Total Population	
Charlotte County		204,126	17.90%	
DeSoto County		32,566	2.86%	
Manatee County		439,566	38.54%	
Sarasota County		464,223	40.70%	
<b>Total</b>		<b>1,140,481</b>	<b>100.00%</b>	
<b>Weighted Contribution</b>				
		Base Contribution	Pro Rated Share	
Charlotte County	\$	63,336	\$ 45,344	\$ 108,680
DeSoto County	\$	63,336	\$ 7,234	\$ 70,570
Manatee County	\$	63,336	\$ 97,644	\$ 160,980
Sarasota County	\$	63,336	\$ 103,122	\$ 166,458
<b>Total Weighted Contribution</b>				<b>\$ 506,688</b>

Member Contribution Formula:

Base Contribution = 1/2 amount to be derived divided by 4

Pro rated share = 1/2 amount to be derived times % of Population

\* Source: 'Florida Estimates of Population 2023' [Bureau of Economic and Business Research; University of Florida, December 19, 2023]



**Peace River Manasota Regional Water Supply Authority  
FY 2025 Tentative Budget**

**PLANNING ASSESSMENT**  
10/01/2024 to 09/30/2025

<b>Planning Assessments</b>				
[Annual costs to be allocated]				
	Total	Planning Assessment Allocation (1)		
		MWSC Modifications	Polk Regional Water Cooperative Coordinating Committee	Regional Water Supply Feasibility Planning
Charlotte County	85,017	8,949	4,475	71,593
DeSoto County	13,563	1,428	714	11,422
Manatee County	183,075	19,271	9,636	154,169
Sarasota County	157,297	16,558	8,279	132,460
City of North Port	36,048	3,795	1,897	30,356
<b>Total</b>	<b>\$ 475,000</b>	<b>\$ 50,000</b>	<b>\$ 25,000</b>	<b>\$ 400,000</b>

- (1) Planning Assessment invoiced on October 1, 2019.  
(2) Planning Assessment Allocation Pro-Rata Population.

<b>Population</b>		
	*Population 12/19/2023	Population [Percentage]
Charlotte County	204,126	17.90%
DeSoto County	32,566	2.86%
Manatee County	439,566	38.54%
Sarasota County	377,671	33.12%
City of North Port	86,552	7.59%
<b>Total</b>	<b>1,140,481</b>	<b>100.00%</b>

\* Source: 'Florida Estimates of Population 2023' [Bureau of Economic and Business Research; University of Florida, December 19, 2023]

**Peace River Manasota Regional Water Supply Authority  
FY 2025 Tentative Budget**

**INTERCONNECT WATER CHARGE [GOVERNMENT RATE]**

10/01/2024 to 09/30/2025

<b>Water Charge to Municipalities Interconnected to Regional Transmission System</b>		
[Charge per 1,000 Gallons]		
<b>Water Rate</b>		
[Charge per 1,000 Gallons]		
	\$3.30	Water Rate Charge in \$/1,000 gallons metered water delivery for cumulative delivery to all interconnects up to quantity identified as 'Available from Pool' in the Redistribution Pool for the current fiscal year.
	\$6.60	Water Rate Charge in \$/1,000 gallons metered water delivery for cumulative delivery to all interconnects in excess of the quantity identified as 'Available from Pool' in the Redistribution Pool for the current fiscal year.

Revenue received from these water sales will, at the discretion of the Authority Board, be applied as a credit toward the obligations of the Authority Customers apportioned to each of their allocations to the 'Available from Pool' in the Redistribution Pool for the current fiscal year. Water rate for emergency use unless Interlocal Agreement provides alternative water rate.

**Peace River Manasota Regional Water Supply Authority  
FY 2025 Tentative Budget**

**REDISTRIBUTION POOL**

10/01/2024 to 09/30/2025

<b>Redistribution Pool Water Quantities</b>						
	(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	(0.016)	16.100
DeSoto County	0.675	0.000	0.675	0.000	0.048	0.723
Sarasota County	15.060	0.000	15.060	3.000	(0.032)	15.060
City of North Port	2.865	0.000	2.865	0.000	0.000	2.865
<b>Total</b>	<b>34.700</b>	<b>0.000</b>	<b>34.700</b>	<b>4.500</b>	<b>0.000</b>	<b>34.748</b>

<b>Redistribution Pool Water Base Rate Charge Adjustment</b>		
	Annual Cost [\$/Year]	Annual Unit Cost [\$/MGD]
Peace River Facility REP Debt Service	6,711,700	456,578
Non-Capital Component	19,154,379	551,999
DeSoto Payment	796,000	22,939
<b>Redistribution Pool Water Base Rate</b>		<b>\$ 1,031,517</b>

(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.

<b>Redistribution Pool Base Rate Charge Adjustment by Customer</b>				
	Annual Base Rate Adjustment		Monthly Base Rate Adjustment	
	To Pool	From Pool	To Pool	From Pool
Charlotte County	0.016	(16,504)	0.001	(1,375)
DeSoto County	(0.048)	49,513	(0.004)	4,126
Sarasota County	0.032	(33,009)	0.003	(2,751)
City of North Port	0.000	0	0.000	0
<b>Total</b>	<b>\$0</b>	<b>(\$0)</b>	<b>(\$0)</b>	<b>(\$0)</b>

**TAB D**  
Historical Expense Comparison





**ADMINISTRATIVE  
EXPENDITURES**

	Actual Expended FY 2019	Actual Expended FY 2020	Actual Expended FY 2021	Actual Expended FY 2022	Actual Expended FY 2023	Budget FY 2024	Requested FY 2025	FY 2025 Budget Inc/(Dec)	
<b>Repairs &amp; Maintenance</b>									
Water Treatment Facilities									
Water Resource									
Land Management									
Regional Transmission System									
Vehicle Fleet Maintenance	176	0	70	107	981	1,000	1,000	0	0.0%
Subtotal	176	0	70	107	981	1,000	1,000	0	0.0%
<b>Machinery &amp; Equipment</b>									
Machinery & Equipment									
<b>Contract Services</b>									
Engineering Services - General									
<del>Engineering Services - System Water Quality Master Plan</del>									
Contract Services - Other									
Contract Services	18,659	4,635	6,084	17,776	12,074	6,000	15,000	9,000	150.0%
Legal Services	27,073	15,187	15,620	28,865	7,817	25,000	20,000	(5,000)	-20.0%
Accounting Services								0	
Annual Audit	2,600	3,068	2,805	3,528	2,976	4,000	4,800	800	20.0%
Hydrogeologic Services								0	
Outside Lab Services - Drinking Water/ASR/EPA								0	
Rate Consulting Services								0	
Environmental Services								0	
Watershed Programs/Monitoring//Protection [HBMP, MFL, Stewardship]								0	
Charlotte Harbor NEP								0	
Information/Technology Services	3,147	10,917	10,548	36,941	33,181	38,000	25,000	(13,000)	-34.2%
Equipment Rental	1,147	4,663	4,602	12,309	13,465	7,000	15,000	8,000	114.3%
Water Treatment Residual Handling								0	
Legislative Monitoring Services								0	
Uniforms								0	
Reservoir Permit Monitoring								0	
Subtotal	52,626	38,470	39,659	99,419	69,513	80,000	79,800	(200)	-0.3%

**ADMINISTRATIVE  
EXPENDITURES**

	Actual Expended FY 2019	Actual Expended FY 2020	Actual Expended FY 2021	Actual Expended FY 2022	Actual Expended FY 2023	Budget FY 2024	Requested FY 2025	FY 2025 Budget Inc./(Dec)	
<b>General Administration</b>									
Bank Service Charges									
Training		60	59	0		2,000	2,000	0	0.0%
Mileage/Travel Reimbursement	13,435	2,147	1,424	2,921	7,331	15,000	15,000	0	0.0%
Professional Development/Cont. Educat	6,708	13,864	8,945	3,719	6,132	15,000	15,000	0	0.0%
Public Outreach/Education Programs/W	49,803	30,589	31,266	27,029	7,019	55,000	40,000	(15,000)	-27.3%
Misc. Fees [permits, registrations, licens	(3,070)	9,070	1,490	1,504	1,499	14,500	14,500	0	0.0%
<del>Office Rental</del>	<del>25,996</del>							0	
Office Maintenance/Improvements				0		5,000	5,000	0	0.0%
Administrative Office Common Area Maintenance		25,228	28,240	38,972	46,688	40,000	50,000	10,000	25.0%
Advertising		181	0	0		1,000	0	(1,000)	-100.0%
Office Supplies	4,006	9,643	13,890	22,264	25,775	23,000	30,000	7,000	30.4%
Postage		254	160	400	534	1,000	1,000	0	0.0%
Books, Dues, Subs & Memberships	6,838	6,717	6,823	7,588	6,621	8,000	8,000	0	0.0%
<del>Office Equipment/Renovations</del>								0	
Software			173	415	0	0	0	0	#DIV/0!
General Operations	30,429							0	
Subtotal	134,146	97,753	92,471	104,811	101,598	179,500	180,500	1,000	0.6%
<b>Total - Operations &amp; Maintenance</b>	<b>717,743</b>	<b>457,873</b>	<b>563,428</b>	<b>574,944</b>	<b>570,380</b>	<b>1,155,458</b>	<b>1,274,222</b>	<b>118,764</b>	<b>10.3%</b>

**ADMINISTRATIVE  
EXPENDITURES**

	Actual Expended FY 2019	Actual Expended FY 2020	Actual Expended FY 2021	Actual Expended FY 2022	Actual Expended FY 2023	Budget FY 2024	Requested FY 2025	FY 2025 Budget Inc/(Dec)	
<b>NON-OPERATION &amp; MAINTENANCE</b>									
<b>Annual Debt Service</b>									
<del>2005A Bond Series</del>									
<del>2005B Bond Series</del>									
2010A Bond Series									
2010B Bond Series									
2014 Bonds Series									
2015 Bond Series									
2020 Bond Series									
2019 Bank Note*	207,525	243,374	247,322	245,934	297,751	247,654	245,594	(2,060)	-0.8%
2019 Line of Credit									
Subtotal	207,525	243,374	247,322	245,934	297,751	247,654	245,594	(2,060)	-0.8%
<b>County Payments</b>									
Capital Component									
DeSoto Payment									
North Port Payment to Charlotte									
Subtotal									
<b>Other Rate Related Expenditures</b>									
Contribution to Accumulating R&R Reserve									
Transfer to CIP									
Contingencies									
Water Purchase									
Debt Service Coverage Fund									
Contribution to Utility Reserve Fund									
Administrative Costs*			(64,976)	(129,059)	(121,455)	(841,867)	(911,890)	(70,023)	8.3%
Subtotal		0	(64,976)	(129,059)	(121,455)	(841,867)	(911,890)	(70,023)	8.3%
<b>Total Rate Related Expenditures</b>	<b>925,269</b>	<b>701,246</b>	<b>745,773</b>	<b>691,819</b>	<b>746,675</b>	<b>561,245</b>	<b>607,926</b>	<b>46,681</b>	<b>8.3%</b>

**ADMINISTRATIVE  
EXPENDITURES**

	Actual Expended FY 2019	Actual Expended FY 2020	Actual Expended FY 2021	Actual Expended FY 2022	Actual Expended FY 2023	Budget FY 2024	Requested FY 2025	FY 2025 Budget Inc/(Dec)
<b>NON-RATE RELATED EXPENDITURES</b>								
<b>Projects</b>								
CIP Projects								
Renewal & Replacement Projects								
Management & Planning Projects								
Subtotal								
<b>Fund Disbursements</b>								
Charlotte County								
DeSoto County								
Sarasota County								
North Port								
Subtotal								
<b>Total Non-Rate Related Expenditures</b>								
<b>TOTAL EXPENDITURES</b>	<b>925,269</b>	<b>701,246</b>	<b>745,773</b>	<b>691,819</b>	<b>746,675</b>	<b>561,245</b>	<b>607,926</b>	<b>46,681</b>

8.3%

**\*Note: Admin Charge back amount on this sheet does not include salary and benefits as those costs are split via the payroll system at the time of the expense nor debt allocation  
FY2021: Majority of Chargebacks occurred during the FY when invoices were received. Amount in chargeback is reflective of additional allocation reclasses only  
Prior to FY2020: Budget/Financials done without 1 line budgetary chargeback amount. Invoices allocated 60% to facility upon receipt**

**FACILITIES  
EXPENDITURES**

	Actual Expended FY 2019	Actual Expended FY 2020	Actual Expended FY 2021	Actual Expended FY 2022	Actual Expended FY 2023	Budget FY 2024	Requested FY 2025	FY 2025 Budget Inc/(Dec)	% change	
<b>GENERAL OPERATIONS &amp; MAINTENANCE</b>										
<b>Insurances</b>										
533.452	Property/Liability/Worker's Compensation	389,294	457,117	494,405	580,069	897,680	1,000,000	1,000,000	0	0.0%
533.452	Public Officials Liability							0		
533.453	Auto	26,777	28,807	29,699	37,908	38,579	40,000	45,000	5,000	12.5%
	Subtotal	416,071	485,924	524,104	617,977	936,259	1,040,000	1,045,000	5,000	0.5%
<b>Personnel Services</b>										
533.122	Administrative	324,050	602,887	681,009	556,704	652,910	416,724	462,880	46,156	11.1%
533.133	Operations & Maintenance	2,538,890	2,758,214	2,835,051	3,077,258	3,219,666	4,091,900	4,557,170	465,270	11.4%
	Subtotal	2,862,940	3,361,102	3,516,060	3,633,963	3,872,576	4,508,624	5,020,050	511,426	11.3%
<b>Benefits Group</b>										
533.212	FICA Taxes	207,070	241,930	255,884	263,005	284,031	339,800	379,619	39,819	11.7%
533.222	Fla. Retirement System	255,508	347,167	422,962	484,047	588,291	776,560	972,896	196,336	25.3%
533.232	Health Insurance	896,848	1,017,892	1,066,407	1,087,504	1,078,913	1,568,236	1,661,425	93,190	5.9%
	Subtotal	1,359,426	1,606,989	1,745,253	1,834,556	1,951,236	2,684,595	3,013,940	329,344	12.3%
<b>Utilities Group</b>										
533.432	Electric Power	1,504,251	1,475,775	1,743,485	2,053,319	2,408,843	3,242,882	3,534,742	291,859	9.0%
533.433	Diesel Fuel	9,264	5,590	9,506	46,435	9,858	20,000	25,000	5,000	25.0%
533.522	Vehicle Fuel	27,915	17,382	34,517	46,159	46,766	50,000	60,000	10,000	20.0%
533.412	Telephone	47,615	58,142	67,870	69,878	68,939	75,000	75,000	0	0.0%
	Subtotal	1,589,045	1,556,888	1,855,379	2,215,790	2,534,405	3,387,882	3,694,742	306,859	9.1%
<b>Operating Supplies</b>										
533.523	General Operations	21,670	25,710	57,387	37,938	30,957	50,000	40,000	(10,000)	-20.0%
533.524	Laboratory Supplies	65,452	66,562	66,887	66,539	85,186	75,000	100,000	25,000	33.3%
	Subtotal	87,122	92,272	124,274	104,477	116,142	125,000	140,000	15,000	12.0%
<b>Water Treatment Chemicals</b>										
533.526	Aluminum Sulfate	1,310,704	1,621,248	1,636,968	2,045,361	2,680,872	2,913,803	2,913,803	0	0.0%
533.527	Sodium Hydroxide	944,178	933,019	736,526	825,554	1,468,681	2,159,864	2,159,864	0	0.0%
533.528	Carbon	1,444,104	1,362,176	1,305,823	2,105,502	2,864,874	2,768,344	2,768,344	0	0.0%
533.529	Aqua Ammonia	45,334	48,996	51,642	82,115	95,812	119,809	119,809	0	0.0%
533.530 &										
533.534	Coagulant Aid	62,087	93,876	106,870	120,482	125,043	149,618	149,618	0	0.0%
533.531	Copper Sulfate/Potassium Permanganate	53,419	57,800	72,098	114,164	22,550	122,854	122,854	0	0.0%
533.532	Sodium Hypochlorite	317,487	356,877	361,005	504,908	904,457	853,416	1,040,126	186,710	21.9%
	Subtotal	4,177,312	4,473,991	4,270,932	5,798,086	8,162,290	9,087,708	9,274,418	186,710	2.1%

**FACILITIES  
EXPENDITURES**

	Actual Expended FY 2019	Actual Expended FY 2020	Actual Expended FY 2021	Actual Expended FY 2022	Actual Expended FY 2023	Budget FY 2024	Requested FY 2025	FY 2025 Budget Inc/(Dec)		
<b>Repairs &amp; Maintenance</b>										
533.462	704,461	936,018	714,646	1,007,429	769,451	1,100,000	1,100,000	0	0.0%	
533.463	293,067	662,621	883,561	854,937	306,971	600,000	600,000	0	0.0%	
533.461	535,276	421,657	292,522	446,216	353,437	450,000	450,000	0	0.0%	
533.464	118,554	19,299	78,722	210,420	180,741	140,000	150,000	10,000	7.1%	
					1,614,596					
New					0	50,000	75,000	25,000		
533.465	24,805	19,991	30,845	30,599	39,826	35,000	45,000	10,000	28.6%	
	Subtotal	1,676,164	2,059,587	2,000,297	2,549,600	3,265,022	2,375,000	2,420,000	45,000	1.9%
<b>Machinery &amp; Equipment</b>										
533.642	152,465	351,000	236,467	142,018	174,067	200,000	250,000	50,000	25.0%	
<b>Contract Services</b>										
533.112	139,828	134,870	173,345	584,933	740,272	225,000	350,000	125,000	55.6%	
533.112.1	94,725	63,315	0					0		
533.346	25,754	18,056	32,261	32,943	108,362	55,000	55,000	0	0.0%	
533.320	22,560	0		0		25,000	0	(25,000)		
533.321	422,730	153,556	169,599	287,326	79,038	275,000	275,000	0	0.0%	
533.322				0		0	0	0		
533.323	23,400	22,495	25,245	25,872	29,824	30,000	40,000	10,000	33.3%	
533.341	120,051	163,924	274,924	153,383	144,098	175,000	175,000	0	0.0%	
533.342	99,532	85,243	55,874	36,033	36,421	75,000	125,000	50,000	66.7%	
533.346.2	64,076	26,159	63,186	38,802	48,579	65,000	65,000	0	0.0%	
533.351	72,842	51,745	144,010	102,503	24,208	150,000	175,000	25,000	16.7%	
533.352	397,416	355,977	393,822	512,976	402,752	400,000	500,000	100,000	25.0%	
533.355	3,500	3,500	3,500	3,500	3,500	3,500	3,500	0	0.0%	
533.413	49,515	51,880	50,190	63,835	29,146	65,000	50,000	(15,000)	-23.1%	
533.445	41,618	41,196	50,217	31,546	42,708	50,000	50,000	0	0.0%	
533.466	280,843	300,725	261,960	198,415	354,057	350,000	375,000	25,000	7.1%	
533.435	52,525	54,925	22,925	41,240	70,758	45,000	75,000	30,000	66.7%	
533.502	14,620	9,701	11,316	12,259	10,608	18,000	18,000	0	0.0%	
533.346.4	213,338	204,098	215,392	272,719	261,665	260,000	360,000	100,000	38.5%	
	Subtotal	2,138,873	1,741,364	1,947,765	2,398,283	2,385,995	2,266,500	2,691,500	425,000	18.8%



**FACILITIES  
EXPENDITURES**

	Actual Expended FY 2019	Actual Expended FY 2020	Actual Expended FY 2021	Actual Expended FY 2022	Actual Expended FY 2023	Budget FY 2024	Requested FY 2025	FY 2025 Budget Inc/(Dec)	
<b>General Administration</b>									
533.324	0	0	0	0	0	0	0	0	
533.403	1,400	3,984	2,578	15,255	11,473	20,000	20,000	0	0.0%
533.402	32,707	19,404	20,660	31,142	46,605	35,000	50,000	15,000	42.9%
533.404	20,238	31,486	30,682	19,598	11,756	25,000	25,000	0	0.0%
533.405	68,952	49,334	41,838	21,349	23,698	50,000	50,000	0	0.0%
533.434/324	12,354	12,133	20,255	22,112	21,135	35,000	35,000	0	0.0%
533.443	25,996	0	0	0	0	0	0	0	
533.444	1,755	0	0	0	0	0	0	0	#DIV/0!
	0	0	0	0	0	0	0	0	
533.451	3,803	5,231	8,198	6,351	1,559	8,000	8,000	0	0.0%
533.512	33,081	30,021	29,961	37,836	16,928	40,000	40,000	0	0.0%
533.516/422	5,799	4,446	3,211	2,040	4,127	4,000	4,000	0	0.0%
533.542	18,898	21,339	23,959	18,261	24,478	25,000	25,000	0	0.0%
533.643	10,145	7,278	4,322	4,326	1,620	0	0	0	
533.644	22,409	53,587	55,780	81,614	73,771	95,000	150,000	55,000	57.9%
533.650	0	0	0	0	0	0	0	0	
General Operations								0	
Subtotal	257,538	238,242	241,444	259,884	237,149	337,000	407,000	70,000	20.8%
<b>Total - Operations &amp; Maintenance</b>	<b>14,716,955</b>	<b>15,967,360</b>	<b>16,461,974</b>	<b>19,554,633</b>	<b>23,635,140</b>	<b>26,012,309</b>	<b>27,956,649</b>	<b>1,944,339</b>	<b>7.5%</b>

**FACILITIES  
EXPENDITURES**

	Actual Expended FY 2019	Actual Expended FY 2020	Actual Expended FY 2021	Actual Expended FY 2022	Actual Expended FY 2023	Budget FY 2024	Requested FY 2025	FY 2025 Budget Inc/(Dec)	
<b>NON-OPERATION &amp; MAINTENANCE</b>									
<b>Annual Debt Service</b>									
2005A Bond Series								0	
2005B Bond Series								0	
2010A Bond Series		591,300	34,493	0		0	0	0	
2010B Bond Series	2,483,411	1,892,111	110,373	0		0	0	0	
2014 Bond Series	4,538,191	4,539,362	2,827,776	2,795,750	2,795,750	2,795,750	2,795,750	0	0.0%
2015 Bonds Series	2,525,500	2,523,000	2,526,750	2,531,250	2,526,250	2,527,000	2,528,000	1,000	0.0%
2020 Bond Series			3,264,884	4,805,450	4,807,850	4,800,650	4,794,050	(6,600)	-0.1%
2019 Bank Note (inc. under Admin)								0	
2019 Line of Credit		68,023	1,016,128	56,420	110,312			0	#DIV/0!
2022 Line of Credit					576,581				
<b>Subtotal</b>	<b>9,547,102</b>	<b>9,613,797</b>	<b>9,780,403</b>	<b>10,188,870</b>	<b>10,816,744</b>	<b>10,123,400</b>	<b>10,117,800</b>	<b>(5,600)</b>	<b>-0.1%</b>
<b>County Payments</b>									
Capital Component	1,971,557	1,971,557	1,971,557	0		0	0	0	
DeSoto Payment	796,000	796,000	796,000	796,000	796,000	796,000	796,000	0	0.0%
North Port Payment to Charlotte	4,781	4,781	4,781	0		0	0	0	
<b>Subtotal</b>	<b>2,772,338</b>	<b>2,772,338</b>	<b>2,772,338</b>	<b>796,000</b>	<b>796,000</b>	<b>796,000</b>	<b>796,000</b>	<b>0</b>	<b>0.0%</b>
<b>Other Rate Related Expenditures</b>									
Contribution to Accumulating R&R Reserve	2,000,000	2,200,000	3,000,000	4,000,000	4,000,000	4,250,000	4,500,000	250,000	5.9%
Transfer to System-Wide Benefit CIP	500,000	1,000,000	1,000,000	1,000,000	2,195,594	1,894,860	930,411	(964,449)	-50.9%
Contingencies	0	0	0	0	500,000	500,000	500,000	0	0.0%
Water Purchase	0	0	0					0	
Debt Service Coverage Fund	1,345,320	1,345,125	1,344,995	1,344,994	1,519,478	1,518,510	1,517,670	(840)	-0.1%
Contribution to Utility Reserve Fund		250,000	0	105,000	391,059	1,406,061	260,000	(1,146,061)	-81.5%
Disaster Recovery Reserve			150,000	350,000	0	0	750,000	750,000	
Internal Administrative Costs		0	64,976	129,059	121,455	841,867	911,890	70,023	8.3%
<b>Subtotal</b>	<b>3,845,320</b>	<b>4,795,125</b>	<b>5,559,971</b>	<b>8,029,053</b>	<b>9,664,586</b>	<b>10,411,298</b>	<b>9,369,971</b>	<b>(1,041,327)</b>	<b>-10.0%</b>
<b>Total Rate Related Expenditures</b>	<b>30,881,715</b>	<b>33,148,620</b>	<b>34,574,687</b>	<b>38,568,556</b>	<b>44,912,470</b>	<b>47,343,007</b>	<b>48,240,420</b>	<b>897,412</b>	<b>1.9%</b>

**FACILITIES  
EXPENDITURES**

	Actual Expended FY 2019	Actual Expended FY 2020	Actual Expended FY 2021	Actual Expended FY 2022	Actual Expended FY 2023	Budget FY 2024	Requested FY 2025	FY 2025 Budget Inc/(Dec)	
<b>NON-RATE RELATED EXPENDITURES</b>									
<b>Projects</b>									
CIP Projects	5,374,380	20,332,900	2,609,241	3,790,196	25,939,987	87,373,849	200,553,659	113,179,810	129.5%
Renewal & Replacement Projects	2,068,357	1,974,418	3,232,113	3,777,412	4,251,847	4,250,000	4,500,000	250,000	5.9%
Management & Planning Projects	307,294	177,368	1,674,573	1,054,402	0	475,000	475,000	0	0.0%
Subtotal	7,750,031	22,484,686	7,515,928	8,622,009	30,191,834	92,098,849	205,528,659	113,429,810	123.2%
<b>Fund Disbursements</b>									
Charlotte County	268,843	268,776	268,734	268,685	336,764	336,727	336,727	0	0.0%
DeSoto County	33,813	33,773	33,747	33,782	35,729	35,681	35,681	0	0.0%
Sarasota County	889,570	889,334	889,187	889,142	1,000,049	999,771	999,771	0	0.0%
North Port	153,408	153,438	153,457	153,385	147,326	147,298	147,298	0	0.0%
Subtotal	1,345,634	1,345,321	1,345,125	1,344,994	1,519,868	1,519,477	1,519,477	0	0.0%
<b>Fund Disbursements (2020 Bond Series Savings Rebate FY2021)</b>									
Charlotte County				63,157				0	
DeSoto County				3,438				0	
Sarasota County				0				0	
North Port				450,874				0	
Subtotal	0	0	0	517,469	0	0	0	0	
<b>Total Non-Rate Related Expenditures</b>	<b>9,095,665</b>	<b>23,830,007</b>	<b>8,861,053</b>	<b>10,484,472</b>	<b>31,711,702</b>	<b>93,618,326</b>	<b>207,048,136</b>	<b>113,429,810</b>	<b>121.2%</b>
<b>TOTAL EXPENDITURES</b>	<b>39,977,381</b>	<b>56,978,627</b>	<b>43,435,739</b>	<b>49,053,028</b>	<b>76,624,172</b>	<b>140,961,334</b>	<b>255,288,556</b>	<b>114,327,221</b>	<b>81.1%</b>

**TOTAL ENTERPRISE FUND**

		Actual Expended FY 2019	Actual Expended FY 2020	Actual Expended FY 2021	Actual Expended FY 2022	Actual Expended FY 2023	Budget FY 2024	Requested FY 2025	FY 2025 Budget Inc/(Dec)	% change
<b>GENERAL OPERATIONS &amp; MAINTENANCE</b>										
<b>Insurances</b>										
533.452	Property/Liability/Workmen's Compensation	389,294	457,117	494,405	580,069	897,680	1,000,000	1,000,000	0	0.0%
533.452	Public Officials Liability	7,474	7,799	7,996	7,991	8,202	8,500	9,000	500	5.9%
533.453	Auto	26,777	28,807	29,699	37,908	38,579	40,000	45,000	5,000	12.5%
	<b>Subtotal</b>	<b>423,545</b>	<b>493,723</b>	<b>532,100</b>	<b>625,968</b>	<b>944,461</b>	<b>1,048,500</b>	<b>1,054,000</b>	<b>5,500</b>	<b>0.5%</b>
<b>Personnel Services</b>										
533.122	Administrative	662,928	804,392	974,733	785,948	906,899	957,068	1,100,226	143,158	15.0%
533.133	Operations & Maintenance	2,538,890	2,758,214	2,835,051	3,077,258	3,219,666	4,091,900	4,557,170	465,270	11.4%
	<b>Subtotal</b>	<b>3,201,818</b>	<b>3,562,607</b>	<b>3,809,785</b>	<b>3,863,206</b>	<b>4,126,565</b>	<b>5,048,968</b>	<b>5,657,396</b>	<b>608,428</b>	<b>12.1%</b>
<b>Benefits Group</b>										
533.212	FICA Taxes	229,151	253,904	273,374	274,021	299,483	381,136	428,376	47,240	12.4%
533.222	Fla. Retirement System	317,190	377,637	467,745	522,415	634,965	894,757	1,103,423	208,666	23.3%
533.232	Health Insurance	983,453	1,066,169	1,116,871	1,136,329	1,119,959	1,717,808	1,810,998	93,190	5.4%
	<b>Subtotal</b>	<b>1,529,794</b>	<b>1,697,710</b>	<b>1,857,990</b>	<b>1,932,765</b>	<b>2,054,408</b>	<b>2,993,701</b>	<b>3,342,797</b>	<b>349,096</b>	<b>11.7%</b>
<b>Utilities Group</b>										
533.432	Electric Power	1,513,841	1,484,365	1,753,268	2,073,256	2,429,524	3,261,890	3,555,461	293,570	9.0%
533.433	Diesel Fuel	9,264	5,590	9,506	46,435	9,858	20,000	25,000	5,000	25.0%
533.522	Vehicle Fuel	31,593	28,299	38,208	55,950	50,916	62,000	67,000	5,000	8.1%
533.412	Telephone	48,422	60,259	71,166	75,313	77,032	81,000	85,000	4,000	4.9%
	<b>Subtotal</b>	<b>1,603,120</b>	<b>1,578,513</b>	<b>1,872,149</b>	<b>2,250,954</b>	<b>2,567,330</b>	<b>3,424,890</b>	<b>3,732,461</b>	<b>307,570</b>	<b>9.0%</b>
<b>Operating Supplies</b>										
533.523	General Operations	21,670	25,710	57,387	37,938	30,957	50,000	40,000	(10,000)	-20.0%
533.524	Laboratory	65,452	66,562	66,887	66,539	85,186	75,000	100,000	25,000	33.3%
	<b>Subtotal</b>	<b>87,122</b>	<b>92,272</b>	<b>124,274</b>	<b>104,477</b>	<b>116,142</b>	<b>125,000</b>	<b>140,000</b>	<b>15,000</b>	<b>12.0%</b>
<b>Water Treatment Chemicals</b>										
533.526	Aluminum Sulfate	1,310,704	1,621,248	1,636,968	2,045,361	2,680,872	2,913,803	2,913,803	0	0.0%
533.527	Sodium Hydroxide	944,178	933,019	736,526	825,554	1,468,681	2,159,864	2,159,864	0	0.0%
533.528	Carbon	1,444,104	1,362,176	1,305,823	2,105,502	2,864,874	2,768,344	2,768,344	0	0.0%
533.529	Aqua Ammonia	45,334	48,996	51,642	82,115	95,812	119,809	119,809	0	0.0%
533.530	Coagulant Aid	62,087	93,876	106,870	120,482	125,043	149,618	149,618	0	0.0%
533.531	Copper Sulfate/Potassium Permanganate	53,419	57,800	72,098	114,164	22,550	122,854	122,854	0	0.0%
533.532	Sodium Hypochlorite	317,487	356,877	361,005	504,908	904,457	853,416	1,040,126	186,710	21.9%
	<b>Subtotal</b>	<b>4,177,312</b>	<b>4,473,991</b>	<b>4,270,932</b>	<b>5,798,086</b>	<b>8,162,290</b>	<b>9,087,708</b>	<b>9,274,418</b>	<b>186,710</b>	<b>2.1%</b>

**TOTAL ENTERPRISE FUND**

	Actual Expended FY 2019	Actual Expended FY 2020	Actual Expended FY 2021	Actual Expended FY 2022	Actual Expended FY 2023	Budget FY 2024	Requested FY 2025	FY 2025 Budget Inc/(Dec)		
<b>Repairs &amp; Maintenance</b>										
533.462	704,461	936,018	714,646	1,007,429	769,451	1,100,000	1,100,000	0	0.0%	
533.463	293,067	662,621	883,561	854,937	306,971	600,000	600,000	0	0.0%	
	535,276	421,657	292,522	446,216	353,437	450,000	450,000	0	0.0%	
533.464	118,554	19,299	78,722	210,420	180,741	140,000	150,000	10,000	7.1%	
					1,614,596					
533.465	24,981	19,991	30,915	30,706	40,807	50,000	75,000	25,000	27.8%	
						36,000	46,000	10,000		
	Subtotal	1,676,340	2,059,587	2,000,367	2,549,707	3,266,003	2,376,000	2,421,000	45,000	1.9%
<b>Machinery &amp; Equipment</b>										
533.642	152,465	351,000	236,467	142,018	174,067	200,000	250,000	50,000	25.0%	
<b>Contract Services</b>										
533.112	139,828	134,870	173,345	584,933	740,272	225,000	350,000	125,000	55.6%	
533.112.1	94,725	63,315	0	0	0	0	0	0	#DIV/0!	
	44,413	22,691	38,345	50,718	120,436	61,000	70,000	9,000	14.8%	
533.320	22,560	0	0	0	0	25,000	0	(25,000)	-100.0%	
533.321	449,803	168,743	185,219	316,191	86,855	300,000	295,000	(5,000)	-1.7%	
533.322	0	0	0	0	0	0	0	0	#DIV/0!	
533.323	26,000	25,563	28,050	29,400	32,800	34,000	44,800	10,800	31.8%	
533.341	120,051	163,924	274,924	153,383	144,098	175,000	175,000	0	0.0%	
533.342	99,532	85,243	55,874	36,033	36,421	75,000	125,000	50,000	66.7%	
533.346.2	64,076	26,159	63,186	38,802	48,579	65,000	65,000	0	0.0%	
533.351	72,842	51,745	144,010	102,503	24,208	150,000	175,000	25,000	16.7%	
533.352	397,416	355,977	393,822	512,976	402,752	400,000	500,000	100,000	25.0%	
533.355	3,500	3,500	3,500	3,500	3,500	3,500	3,500	0	0.0%	
533.413	52,662	62,797	60,738	100,776	62,327	103,000	75,000	(28,000)	-27.2%	
533.445	42,765	45,859	54,819	43,855	56,173	57,000	65,000	8,000	14.0%	
533.466	280,843	300,725	261,960	198,415	354,057	350,000	375,000	25,000	7.1%	
533.435	52,525	54,925	22,925	41,240	70,758	45,000	75,000	30,000	66.7%	
533.502	14,620	9,701	11,316	12,259	10,608	18,000	18,000	0	0.0%	
533.346.4	213,338	204,098	215,392	272,719	261,665	260,000	360,000	100,000	38.5%	
	Subtotal	2,191,499	1,779,834	1,987,425	2,497,701	2,455,508	2,346,500	2,771,300	424,800	18.1%

**TOTAL ENTERPRISE FUND**

	Actual Expended FY 2019	Actual Expended FY 2020	Actual Expended FY 2021	Actual Expended FY 2022	Actual Expended FY 2023	Budget FY 2024	Requested FY 2025	FY 2025 Budget Inc/(Dec)	
<b>General Administration</b>									
533.324	0	0	0	0	0	0	0	0	
533.403	1,400	4,044	2,637	15,255	11,473	22,000	22,000	0	0.0%
533.402	46,142	21,551	22,084	34,063	53,936	50,000	65,000	15,000	30.0%
533.404	26,947	45,350	39,627	23,317	17,888	40,000	40,000	0	0.0%
533.405	118,756	79,924	73,105	48,378	30,716	105,000	90,000	(15,000)	-14.3%
533.434	9,284	21,203	21,745	23,616	22,634	49,500	49,500	0	0.0%
533.443	51,993	0	0	0	0	0	0	0	#DIV/0!
533.444	1,755	0	0	0	0	5,000	5,000	0	0.0%
	0	25,228	28,240	38,972	46,688	40,000	50,000	10,000	25.0%
533.451	3,803	5,412	8,198	6,351	1,559	9,000	8,000	(1,000)	-11.1%
533.512	37,086	39,664	43,851	60,100	42,703	63,000	70,000	7,000	11.1%
533.516	5,799	4,700	3,371	2,440	4,660	5,000	5,000	0	0.0%
533.542	25,736	28,055	30,782	25,848	31,099	33,000	33,000	0	0.0%
533.643	10,145	7,278	4,322	4,326	1,620	0	0	0	#DIV/0!
533.644	22,409	53,587	55,953	82,029	73,771	95,000	150,000	55,000	57.9%
533.650	0	0	0	0	0	0	0	0	#DIV/0!
	30,429	0	0	0	0	0	0	0	#DIV/0!
Subtotal	391,684	335,995	333,915	364,695	338,747	516,500	587,500	71,000	13.7%
<b>Total - Operations &amp; Maintenance</b>	<b>15,434,698</b>	<b>16,425,233</b>	<b>17,025,402</b>	<b>20,129,577</b>	<b>24,205,520</b>	<b>27,167,768</b>	<b>29,230,871</b>	<b>2,063,103</b>	<b>7.6%</b>



**TOTAL ENTERPRISE FUND**

	Actual Expended FY 2019	Actual Expended FY 2020	Actual Expended FY 2021	Actual Expended FY 2022	Actual Expended FY 2023	Budget FY 2024	Requested FY 2025	FY 2025 Budget Inc/(Dec)
<b>NON-OPERATION &amp; MAINTENANCE</b>								
<b>Annual Debt Service</b>								
2014 Bond Series	4,538,191	4,539,362	2,827,776	2,795,750	2,795,750	2,795,750	2,795,750	0
2015 Bonds Series	2,525,500	2,523,000	2,526,750	2,531,250	2,526,250	2,527,000	2,528,000	1,000
2020 Bond Series						4,800,650	4,794,050	(6,600)
2019 Bank Note		243,374	247,322	245,934	297,751	247,654	245,594	(2,060)
2019 Line of Credit		68,023	1,016,128	56,420	110,312	0	0	0
2022 Line of Credit								
Subtotal	9,754,628	9,857,170	10,027,725	10,434,804	11,114,495	10,371,054	10,363,394	(7,660)
<b>County Payments</b>								
Capital Component	1,971,557	1,971,557	1,971,557	0	0	0	0	0
DeSoto Payment	796,000	796,000	796,000	796,000	796,000	796,000	796,000	0
North Port Payment to Charlotte	4,781	4,781	4,781	0	0	0	0	0
Subtotal	2,772,338	2,772,338	2,772,338	796,000	796,000	796,000	796,000	0
<b>Other Rate Related Expenditures</b>								
Contribution to Accumulating R&R Reserve	2,000,000	2,200,000	3,000,000	4,000,000	4,000,000	4,250,000	4,500,000	250,000
Transfer to System-Wide Benefit CIP			1,000,000	1,000,000	2,195,594	1,894,860	930,411	(964,449)
Contingencies	0	0	0	0	500,000	500,000	500,000	0
Water Purchase	0	0	0	0	0	0	0	0
Debt Service Coverage Fund	1,345,320	1,345,125	1,344,995	1,344,994	1,519,478	1,518,510	1,517,670	(840)
Contribution to Utility Reserve Fund		250,000	0	105,000	391,059	1,406,061	260,000	(1,146,061)
Disaster Recovery Reserve			150,000	350,000	0	0	750,000	750,000
Internal Administrative Costs		0	0	0	0	0	0	0
Subtotal	3,845,320	4,795,125	5,494,995	6,799,994	8,606,131	9,569,431	8,458,081	(1,111,350)
<b>Total Rate Related Expenditures</b>	<b>31,806,984</b>	<b>33,849,866</b>	<b>35,320,460</b>	<b>39,260,375</b>	<b>45,659,146</b>	<b>47,904,253</b>	<b>48,848,346</b>	<b>944,094</b>

2.0%

**TOTAL ENTERPRISE FUND**

	Actual Expended FY 2019	Actual Expended FY 2020	Actual Expended FY 2021	Actual Expended FY 2022	Actual Expended FY 2023	Budget FY 2024	Requested FY 2025	FY 2025 Budget Inc/(Dec)	
<b>NON-RATE RELATED EXPENDITURES</b>									#DIV/0!
<b>Projects</b>									#DIV/0!
CIP Projects	5,374,380	20,332,900	2,609,241	3,790,196	25,939,987	87,373,849	200,553,659	113,179,810	129.5%
Renewal & Replacement Projects	2,068,357	1,974,418	3,232,113	3,777,412	4,251,847	4,250,000	4,500,000	250,000	5.9%
Management & Planning Projects	307,294	177,368	1,674,573	1,054,402	0	475,000	475,000	0	0.0%
Subtotal	7,750,031	22,484,686	7,515,928	8,622,009	30,191,834	92,098,849	205,528,659	113,429,810	123.2%
<b>Fund Disbursements</b>									
Charlotte County	268,843	268,776	268,734	268,685	336,764	336,727	336,727	0	
DeSoto County	33,813	33,773	33,747	33,782	35,729	35,681	35,681	0	
Sarasota County	889,570	889,334	889,187	889,142	1,000,049	999,771	999,771	0	
North Port	153,408	153,438	153,457	153,385	147,326	147,298	147,298	0	
Subtotal	1,345,634	1,345,321	1,345,125	1,344,994	1,519,868	1,519,477	1,519,477	0	
<b>Fund Disbursements (2020 Bond Series Savings Rebate FY2021)</b>									
Charlotte County				63,157				0	
DeSoto County				3,438				0	
Sarasota County				0				0	
North Port				450,874				0	
Subtotal			0	517,469	0		0	0	
<b>Total Non-Rate Related Expenditures</b>	<b>9,095,665</b>	<b>23,830,007</b>	<b>8,861,053</b>	<b>10,484,472</b>	<b>31,711,702</b>	<b>93,618,326</b>	<b>207,048,136</b>	<b>113,429,810</b>	
<b>TOTAL EXPENDITURES</b>	<b>40,902,650</b>	<b>57,679,873</b>	<b>44,181,513</b>	<b>49,744,847</b>	<b>77,370,848</b>	<b>141,522,579</b>	<b>255,896,482</b>	<b>114,373,903</b>	81%

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**  
**BOARD OF DIRECTORS MEETING**  
*April 3, 2024*

**TENTATIVE BUDGET**  
**ITEM 2**

**Resolution 2024-06 ‘Resolution Setting Forth Preliminary  
Schedules of Rates, Fees and Charges for FY 2025’**

---

**Presenter -**

Mike Coates, Executive Director

**Recommended Action -**

**Motion** to approve Resolution 2024-06 ‘Resolution Setting Forth Preliminary Schedules of Rates, Fees and Charges for FY 2025’.

Resolution 2024-06 formalizes the Board’s adoption of the Tentative Budget for FY 2025 and establishes its intent to set rates, fees and charges based upon the tentative budget. A public hearing is scheduled at which time the Board will adopt the final schedule of rates, fees and charges for FY 2025 during a regularly scheduled meeting on August 7, 2024.

**Attachments:**

Resolution 2024-06 ‘Resolution Setting Forth Preliminary Schedules of Rates, Fees and Charges for FY 2025’

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**

**Resolution 2024-06**

**RESOLUTION SETTING FORTH PRELIMINARY SCHEDULES  
OF RATES, FEES AND CHARGES FOR FY 2025**

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

**WHEREAS**, the Second Amended Interlocal Agreement Creating the Peace River Manasota Regional Water Supply Authority entered into on October 5, 2005 provides that:

*'The Authority shall establish a tentative budget no later than May 15, for the ensuing Contract Year. The tentative budget shall include all anticipated expenditures of the Authority for its projects and activities for the ensuing Contract Year, including Operating and Maintenance Cost, Management and Planning Costs, and Debt Service Cost. As part of the budget process, the Authority shall adopt rates, fees, and charges to generate sufficient revenue to pay all budgeted expenditures on a water user basis for Authority Water Supply Facilities. Membership fees and rates shall be established annually and adopted by resolution at the time of budget adoption.'* and

**WHEREAS**, the Authority has entered into the Peace River Manasota Regional Water Supply Authority Master Water Supply Contract with Charlotte County, DeSoto County, Manatee County, Sarasota County, and with the City of North Port on October 5, 2005 (as amended August 5, 2015) for the purpose of supplying water produced by the Authority from the Peace River Facility and new water supply sources; and

**WHEREAS**, the Master Water Supply Contract provides that:

*'In conjunction with the Authority's annual budget development and adoption process, the Authority shall fix a Water Rate consisting of the Base Rate Charge (adjusted as necessary for customer financing), DeSoto Payment, and Water Use Charge to be paid on a monthly basis by the Customers for water furnished by the Authority. The rates are not subject to the supervision or regulation by any other commission, board, bureau, agency or other political subdivision or agency of the county or state.'* and

**WHEREAS**, the Authority Board of Directors adopted the Tentative Budget for FY 2025 at their regularly scheduled meeting on April 3, 2024.

**NOW, THEREFORE, BE IT RESOLVED:**

Section 1. The Peace River Manasota Regional Water Supply Authority does hereby set forth preliminary schedules establishing rates, fees and charges for the period beginning October 1, 2024 through September 30, 2025 attached hereto as Exhibit A.

**Section 2. Conservation Charge for Exceedance.**

In the event a Customer, other than an ‘Exclusive Provider Customer’ as defined in the Master Water Supply Contract, should receive delivery of water in excess of their respective water allocation (as adjusted by New Water Supply Demand and/or Redistribution Pool) provided in the Master Water Supply Contract for the period beginning October 1, 2024 through September 30, 2025, the exceeding Customer shall pay an additional charge, Conservation Charge for Exceedance, derived as follows unless the exceedance is the result of an emergency transfer as determined by the Authority Board, in which case no additional charge shall be placed upon the excess water usage occasioned by the emergency.

The Conservation Charge for Exceedance shall be based solely on Annual Average Day (AAD) Water Allocation set forth in Exhibit B of the Master Water Supply Contract (the Conservation Charge for Exceedance does not apply to the Peak Month Average Day and the Maximum Day Water Allocations if exceeded). Delivery of water shall be as recorded by the Authority’s meters at the points of connection between the Authority transmission system and the distribution system of the customer.

<b>Exceedance of AAD for Fiscal Year</b>	<b>Conservation Rate Calculation</b>
1 <sup>st</sup> Exceedance	<u>No penalty.</u> Customer liable only for the Base Rate Charge set by resolution plus Water Use Charge set by resolution for their actual metered water usage. The Authority shall assist the customer in the performance of a water audit of its water system and implementation of audit recommendations.
2 <sup>nd</sup> Exceedance	Customer liable for the Base Rate Charge set by resolution plus <u>125% of the Redistribution Pool Water Base Rate Charge for water delivered in exceedance of Water Allocation</u> plus Water Use Charge set by resolution for their actual metered water usage.
3 <sup>rd</sup> Exceedance	Customer liable for the Base Rate Charge set by resolution plus <u>150% of the Redistribution Pool Water Base Rate Charge for water delivered in exceedance of Water Allocation</u> plus Water Use Charge set by resolution for their actual metered water usage.
4 <sup>th</sup> and all Subsequence Exceedances	Customer liable for the Base Rate Charge set by resolution plus <u>200% of the Redistribution Pool Water Base Rate Charge for water delivered in exceedance of Water Allocation</u> and Water Use Charge set by resolution for their actual metered water usage.

The Conservation Charge for Exceedance is progressive and penalty for exceedance is applied in subsequent fiscal years as provided above. The exceedances do not need to be in consecutive years and the number of exceedances does not reset each year. The Conservation Charge for Exceedance is not applicable to an Exclusive Provider Customer.

The additional revenue received from such exceedance will, at the discretion of the Authority Board, be applied to the funding for management and planning as provided in section 17 of the MWSC for future water supply development.

**Done** at Port Charlotte, Florida this Third day of April 2024.

Attest:

**Peace River Manasota**  
Regional Water Supply Authority

---

Mike Coates  
Executive Director

---

Commissioner Elton Langford  
Chairman

Approved as to Form:

---

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



**Peace River Manasota Regional Water Supply Authority  
FY 2025 Tentative Budget**

**WATER RATE [Authority Customers]**

10/01/2024 to 09/30/2025

<b>Total Monthly Water Charge to Customers</b> [Charge per Month]		<b>Monthly Charge = Base Rate Charge + (Water Use Charge x Actual Water Delivered)</b>
<b>Base Rate Charge</b> [Annual costs to be allocated]	Totals	
<b>Other Rate Related Expenditures</b>		
Fixed O & M Cost Component	14,772,491	
Contribution to R & R Reserve	4,500,000	
Transfer to CIP (PR <sup>3</sup> )	-	
Contingencies	500,000	
Transfer to Utility Reserve Fund	260,000	
Transfer to Disaster Recovery Reserve	750,000	
Transfer to Administrative Fund	911,890	
Projected Interest Earned	(40,000)	
Transfer from Rate Stabilization Reserve	(500,000)	
Funds Brought Forward	(2,000,000)	
<b>Sub-Total Other Rate Related Expenditures</b>	<b>\$ 19,154,379</b>	
Water Purchase	0	
<b>Total Other Rate Related Expenditures</b>	<b>\$ 19,154,379</b>	
<b>Debt Service Cost</b>		
2014 Bonds	2,795,750	
2015 Bonds	2,528,000	
2020 Bonds	4,794,050	
<b>Total Debt Service</b>	<b>\$ 10,117,800</b>	
<b>Debt Service Coverage Payments</b>	<b>\$ 1,517,670</b>	
<b>Debt Service Contributions</b>		
	\$ -	
<b>County Payments</b>		
DeSoto Payment	796,000	
<b>Total County Payments</b>	<b>\$ 796,000</b>	
<b>System-Wide CIP Contribution</b>		
Transfer out to CIP	930,411	
<b>Total Base Rate Charge</b>	<b>\$ 32,516,260</b>	

**Peace River Manasota Regional Water Supply Authority  
FY 2025 Tentative Budget**

<b>Annual Base Rate Charge By Customer</b>										
	Total	Other Rate Related Expenditures	2014B Bonds	2015 Bonds	2020 Bonds	Debt Service Coverage Payment	DeSoto Payment	System-Wide CIP Contribution	Pool Water Redistribution	
Charlotte County	12,250,493	8,887,190	734,164	600,653	907,611	336,364	369,326	431,689	(16,504)	
DeSoto County	729,257	372,600	22,925	181,510	33,444	35,682	15,484	18,099	49,513	
Manatee County	-	-	-	-	-	-	-	-	0	
Sarasota County	16,684,981	8,313,111	1,748,742	1,745,837	3,162,470	998,557	345,469	403,804	(33,009)	
City of North Port	2,851,529	1,581,478	289,919	-	690,524	147,067	65,722	76,819	0	
<b>Total</b>	<b>\$ 32,516,260</b>	<b>\$ 19,154,379</b>	<b>\$ 2,795,750</b>	<b>\$ 2,528,000</b>	<b>\$ 4,794,050</b>	<b>\$ 1,517,670</b>	<b>\$ 796,000</b>	<b>\$ 930,411</b>	<b>\$ (0)</b>	

<b>Monthly Base Rate Charge By Customer</b>	
Charlotte County	1,020,874
DeSoto County	60,771
Manatee County	-
Sarasota County	1,390,415
City of North Port	237,627
<b>Total</b>	<b>\$ 2,709,688</b>

<b>Water Use Charge</b>	
[Charge per 1,000 gallons]	Total
Water Use Rate Charge	\$1.13

<b>Master Water Supply Contract Water Allocation</b>	
Million Gallons Per Day [MGD]	Annual Average Daily [MGD]
Charlotte County	16.100
DeSoto County	0.675
Manatee County	0.000
Sarasota County	15.060
City of North Port	2.865
<b>Total</b>	<b>34.700</b>

**Peace River Manasota Regional Water Supply Authority  
FY 2025 Tentative Budget**

**MEMBER FEE**

10/01/2024 to 09/30/2025

<b>Contribution Amount to be Derived</b>				
		Totals		
Administrative Office Authority Support	\$	607,926		
Projected Interest Earned	\$	-		
Rental Income	\$	(101,238)		
Amount to be Derived	\$	506,688		
<b>Population Basis</b>				
		*Population 12/19/2023	% of Total Population	
Charlotte County		204,126	17.90%	
DeSoto County		32,566	2.86%	
Manatee County		439,566	38.54%	
Sarasota County		464,223	40.70%	
Total		1,140,481	100.00%	
<b>Weighted Contribution</b>				
		Base Contribution	Pro Rated Share	
Charlotte County	\$	63,336	\$ 45,344	\$ 108,680
DeSoto County	\$	63,336	\$ 7,234	\$ 70,570
Manatee County	\$	63,336	\$ 97,644	\$ 160,980
Sarasota County	\$	63,336	\$ 103,122	\$ 166,458
Total Weighted Contribution				\$ 506,688

Member Contribution Formula:

Base Contribution = 1/2 amount to be derived divided by 4

Pro rated share = 1/2 amount to be derived times % of Population

\* Source: 'Florida Estimates of Population 2023' [Bureau of Economic and Business Research; University of Florida, December 19, 2023]

**Peace River Manasota Regional Water Supply Authority  
FY 2025 Tentative Budget**

**PLANNING ASSESSMENT**  
10/01/2024 to 09/30/2025

<b>Planning Assessments</b>				
[Annual costs to be allocated]				
	Total	Planning Assessment Allocation (1)		
		MWSC Modifications	Polk Regional Water Cooperative Coordinating Committee	Regional Water Supply Feasibility Planning
Charlotte County	85,017	8,949	4,475	71,593
DeSoto County	13,563	1,428	714	11,422
Manatee County	183,075	19,271	9,636	154,169
Sarasota County	157,297	16,558	8,279	132,460
City of North Port	36,048	3,795	1,897	30,356
<b>Total</b>	<b>\$ 475,000</b>	<b>\$ 50,000</b>	<b>\$ 25,000</b>	<b>\$ 400,000</b>

- (1) Planning Assessment invoiced on October 1, 2019.  
(2) Planning Assessment Allocation Pro-Rata Population.

<b>Population</b>		
	*Population 12/19/2023	Population [Percentage]
Charlotte County	204,126	17.90%
DeSoto County	32,566	2.86%
Manatee County	439,566	38.54%
Sarasota County	377,671	33.12%
City of North Port	86,552	7.59%
<b>Total</b>	<b>1,140,481</b>	<b>100.00%</b>

\* Source: 'Florida Estimates of Population 2023' [Bureau of Economic and Business Research; University of Florida, December 19, 2023]

**Peace River Manasota Regional Water Supply Authority  
FY 2025 Tentative Budget**

**INTERCONNECT WATER CHARGE [GOVERNMENT RATE]**

10/01/2024 to 09/30/2025

<b>Water Charge to Municipalities Interconnected to Regional Transmission System</b>		
[Charge per 1,000 Gallons]		
<b>Water Rate</b>		
[Charge per 1,000 Gallons]		
	\$3.30	Water Rate Charge in \$/1,000 gallons metered water delivery for cumulative delivery to all interconnects up to quantity identified as 'Available from Pool' in the Redistribution Pool for the current fiscal year.
	\$6.60	Water Rate Charge in \$/1,000 gallons metered water delivery for cumulative delivery to all interconnects in excess of the quantity identified as 'Available from Pool' in the Redistribution Pool for the current fiscal year.

Revenue received from these water sales will, at the discretion of the Authority Board, be applied as a credit toward the obligations of the Authority Customers apportioned to each of their allocations to the 'Available from Pool' in the Redistribution Pool for the current fiscal year. Water rate for emergency use unless Interlocal Agreement provides alternative water rate.

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**  
**BOARD OF DIRECTORS MEETING**  
*April 3, 2024*

**GENERAL COUNSEL'S REPORT**

---

**Presenter -**

Douglas Manson, General Counsel

**Recommended Action -**

**Status Update.** This item is presented for the Board's information.

1. Resolution for FDEP Easement on Phase 2B Regional Interconnect
2. Response to FRS Letter on Executive Director Compensation



**STATE OF FLORIDA  
DEPARTMENT OF MANAGEMENT SERVICES  
DIVISION OF RETIREMENT**

PEACE RIVER/MANASOTA  
REGIONAL WATER SUPPLY  
AUTHORITY, and MIKE COATES,

Petitioners,

v.

Case No. \_\_\_\_\_

DEPARTMENT OF MANAGEMENT  
SERVICES, DIVISION OF RETIREMENT

Respondent.

\_\_\_\_\_ /

**PETITION FOR FORMAL ADMINISTRATIVE HEARING**

Petitioners, PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY (the Authority) and MIKE COATES (Mr. Coates), by and through the undersigned counsel and pursuant to Sections 120.569 and 120.57, Florida Statutes (F.S.) and Rule 28-106.201 Florida Administrative Code (F.A.C.), file this Petition for Formal Administrative Hearing (Petition) to contest final agency action taken by Respondent, the Department of Management Services, Division of Retirement, in its February 28, 2024 letter and state in support:

**THE PARTIES**

1. The Authority is a political subdivision of the State of Florida that exists pursuant to Sections 163.01, 189.031, 189.0311, and 373.713, F.S., and the Second Interlocal Agreement Creating the Peace River/Manasota Regional Water Supply Authority. The Authority has a Board of Directors, and its member governments include Charlotte, DeSoto, Manatee, and Sarasota counties. The Authority is a regional water supply authority that is approved by the Secretary of the Florida Department of Environmental Protection. It hires and employs various employees that advance its regional water supply responsibilities and obligations, including an Executive Director.

2. For the purposes of this proceeding, the Authority's address is Peace River/Manasota Regional Water Supply Authority, c/o Douglas Manson, Manson Bolves Donaldson Tanner, P.A., 109 N. Brush Street, Suite 300, Tampa, Florida, 33602. The telephone number for the undersigned is 813-514-4700.

3. Mr. Coates is the Authority's Executive Director, its employee, a member of the Florida Retirement System (FRS), and the recipient of an annual salary along with the compensation payment at issue.

4. For the purposes of this proceeding, Mr. Coates' address is Mike Coates, c/o Douglas Manson, Manson Bolves Donaldson Tanner, P.A., 109 N. Brush Street, Suite 300, Tampa, Florida, 33602. The telephone number for the undersigned is 813-514-4700.

5. The affected state agency is the Department of Management Services (DMS), located at 4050 Esplanade Way, Tallahassee, Florida 32399, telephone number 850-907-6500. DMS is a subdivision of the executive branch of the State of Florida, the business arm of Florida's government, the state agency delegated to administer FRS, and governed by Chapter 120, F.S. The Division of Retirement (Division) is part of DMS and manages retirement plans and programs under FRS. It is located at 3189 S. Blair Stone Road, Tallahassee, Florida, 32301, telephone number 850-907-6500.

#### FACTS AND BACKGROUND

6. FRS is a retirement program for state or local government employees that is administered pursuant to Chapter 121, F.S. All state agencies participate, while local governments

may participate if certain criteria are met. The Authority participates in FRS and is recognized by the Division as an employer<sup>1</sup>, specifically Agency 51109.

7. In January 2024, the Authority submitted to the Division a compensation payment on behalf of its Executive Director, Mr. Coates.

8. Shortly thereafter, Division staff contacted the Authority with questions regarding the Authority's submittal.

9. On or about January 24, 2024, Authority staff responded via email to the Division and provided additional materials regarding the compensation payment for its Executive Director.

10. Division staff responded the same day and requested a copy of the Authority's written policy on this subject.

11. Within the hour, the Authority provided the Division with a copy of the executed employment contract between Mr. Coates and its Board of Directors. The contract specifically contemplates a compensation payment, in addition to the Executive Director's annual salary, that is "the maximum allowable pursuant to applicable Internal Revenue Service regulations into an eligible deferred compensation plan ...." The employment contract between the Authority and Mr. Coates is attached and incorporated as Exhibit 1.

12. On or about January 25, 2024, Division staff responded via email and requested an explanation, on Authority letterhead, of the intent of the payment to Mr. Coates, the difference between the executed employment contract and implementation, and how the payment correlated to Internal Revenue Service limits.

---

<sup>1</sup> Section 121.021(10), F.S., defines "employer" as: "any agency branch, department, institution, university institution of higher education, or board of the state, or any county agency, branch, department, board, district, school board, municipality, metropolitan planning organization, or special district of the state which participates in the system for the benefit of certain employees ...."

13. Authority staff responded and requested to meet with the Division via Teams to further discuss the increased compensation payment. In its email, Authority staff also raised that the Division's Retirement Compliance Audit Unit recently completed an audit which concluded that the Authority was in full compliance with FRS retirement eligibility and payroll contributions. As Mr. Coates was hired as Executive Director on or about August 4, 2021, his employment contract was reviewed as part of the audit, and this was not the first time the Authority had made an increased compensation payment to the Division on Mr. Coates' behalf.

14. The Division did not meet with the Authority and reiterated its position for a written explanation on Authority letterhead via email on or about January 30, 2024.

15. Following approval from its Board of Directors on or about February 7, 2024, the Authority submitted the requested written explanation to the Division on or about February 12, 2024. Within the letter, the Authority explained the intent of the payment as a contractual obligation to provide compensation payments in accordance with the Internal Revenue Service's 457b-Government plan to Mr. Coates to fulfill his statutory employee-elective salary reduction, deferral, deferred compensation, or tax-shelter annuity program that is authorized by the Internal Revenue Service. The Authority's letter to Division staff is attached and incorporated as Exhibit 2.

#### *The Definition and Types of Compensation*

16. Section 121.021(22), F.S., defines "compensation" as "the monthly salary paid a member by his or her employer for work performed from that employment."

17. Section 121.021(22)(c), F.S., discusses contributions to a member's compensation or gross compensation. It describes the difference between employee-elected salary reductions and salary reduction payments made by an employer. The statute states in full:

For the purposes under this chapter, the member's compensation or gross compensation contributed as employee-elective salary reductions or deferrals to any salary reduction, deferred compensation, or tax-sheltered annuity program authorized under the Internal Revenue Code shall be deemed to be the compensation or gross compensation which the member would receive if he or she were not participating in such program and shall be treated as compensation for retirement purposes under this chapter. Any public funds otherwise paid by an employer into an employee's salary reduction, deferred compensation, or tax-sheltered annuity program on or after July 1, 1990 (the date as of which all employers were notified in writing by the division to cease making contributions to the System Trust Fund based on such amounts), shall be considered a fringe benefit and shall not be treated as compensation for retirement purposes under this chapter. However, if an employer was notified in writing by the division to cease making such contributions as of a different date, that employer shall be subject to the requirements of sad written notice.

18. Section 121.021(22)(c), F.S., recognizes a clear difference between employee-elected salary reductions and reduction payments made by an employer: the first is compensation, while the latter is a "fringe benefit<sup>2</sup>."

19. As an employee of the Authority, and recognized by contract, the Executive Director is a member of FRS and eligible to receive compensation from the employer as part of his employment. In addition to an annual salary, the Authority's Board of Directors when it hired Mr. Coates agreed to provide an additional compensation payment that allows the Executive Director to maximize his salary reduction, deferrals, deferred compensation, or tax-shelter annuity programs as authorized by the Internal Revenue Services. See Exhibit 1. This additional compensation payment is an employee-elected payment and not a payment made by an employer.

---

<sup>2</sup> Chapter 121, F.S., does not define the term "fringe benefit." The Internal Revenue Service defines a "fringe benefit" as a "form of pay for the performance of services. For example, you (the employer) provide an employee with a fringe benefit when you allow the employee to use a business vehicle to commute to and from work." Internal Revenue Service, Publication 15-B (2024), Employer's Tax Guide to Fringe Benefits.

## NOTICE OF AGENCY ACTION

20. The Authority and Mr. Coates received notice of the Division's final agency action on February 28, 2024, by receipt of the Division's response letter via email. Within the letter, the Division determined that the Authority's payment on behalf of the Executive Director was a "fringe benefit" under Section 121.021(22)(c), F.S., and shall not be treated as compensation. The Division further directed the Authority to "back out any fringe benefits erroneously reported for retirement for [the Executive Director]." The Division's letter to the Authority is attached and incorporated as Exhibit 3.

21. In accordance with Rule 28-106.111, F.A.C, persons seeking a hearing on an agency decision which does or may determine their substantial interests shall file a petition for hearing with the agency within 21 days of receipt of the written notice of the decision. Therefore, this Petition is timely filed.

## THE AUTHORITY'S SUBSTANTIAL INTERESTS

22. The Authority's substantial interests are adversely affected by the Division's agency action because it is the employer who made the compensation payment on behalf of its employee, the Executive Director. The Authority has been making similar compensation payments annually on behalf of the Executive Director since the beginning of his employment on or about August 4, 2021, and prior payments have not been questioned by the Division. In fact, the Division's August 19, 2022 audit may have reviewed the Executive Director's contract and ultimately found the Authority in compliance and that its practices were consistent with Section 121.193, F.S., and the applicable standards as defined by the Institute of Internal Auditor's *International Standards for the Professional Practice of Internal Auditing*. Further, the direction within the Division's letter to "back out" any alleged erroneous reported fringe benefits



substantially affects the Authority's contractual obligations to its Executive Director and its future compliance position with the Division.

23. Mr. Coates' substantial interests are adversely affected by the Division's agency action because he is the FRS member and employee who is the ultimate recipient of the compensation payment at issue. Mr. Coates has received previous compensation payments from the Authority since he was hired as Executive Director, on or about August 4, 2021. Mr. Coates will be directly and negatively affected if the Authority is required to "back out" these compensation payments as erroneously reported fringe benefits as currently required by the Division's final agency action.

#### DISPUTED ISSUES OF FACT AND LAW

24. Whether the January 2024 compensation payment made by the Authority on behalf of its current Executive Director is an employee-elected salary reduction.

25. Whether the January 2024 compensation payment made by the Authority on behalf of its current Executive Director is an erroneously reported fringe benefit.

26. Whether the prior compensation payments made by the Authority on behalf of its current Executive Director were an employee-elected salary reduction.

27. Whether the prior compensation payments made by the Authority on behalf of its current Executive Director were an erroneously reported fringe benefit.

28. Whether the Authority has a written policy that covers the employee-elected salary reduction compensation payments made on behalf of its employees, including its Executive Director.

29. Whether the January 2024 compensation payment made by the Authority on behalf of its current Executive Director qualifies as compensation in accordance with Section 121.021(22)(c), F.S.

30. Whether the 2023 compensation payment made by the Authority on behalf of its current Executive Director qualifies as compensation in accordance with Section 121.021(22)(c), F.S.

31. Whether the 2022 compensation payment made by the Authority on behalf of its current Executive Director qualifies as compensation in accordance with Section 121.021(22)(c), F.S.

32. Whether the Authority is required to back out the January 2024 compensation payment made on behalf of the current Executive Director from the FRS system.

33. Whether the Authority is required to back out any prior compensation payments made on behalf of the current Executive Director from the FRS system.

34. The Authority reserves the right to amend this Petition to include any additional actions by the Division and to further challenge any agency statements that may constitute an unadopted rule-policy or an invalid exercise of delegated authority.

CONCISE STATEMENT OF ULTIMATE FACTS WARRANTING REVERSAL

35. The Division's February 28, 2024 letter does not comport with Section 121.021(22), F.S., because it wrongfully determines that the January 2024 compensation payment to Mr. Coates is an erroneously submitted fringe benefit instead of an employee-elected salary reduction.

36. The Division's February 28, 2024 letter wrongfully determined that prior payments made to Mr. Coates as the current Executive Director were erroneously submitted fringe benefits instead of annual employee-elected salary reduction in accordance with the statute.

37. The Division's February 28, 2024 letter fails to acknowledge that the January 2024 compensation payment and prior compensation payments to Mr. Coates, as the current Executive Director, are Mr. Coates, as an employee and member of FRS, maximizing his salary reduction payments in accordance with Internal Revenue Service regulations.

#### APPLICABLE STATUTES AND RULES

38. The statutes and rules that are generally applicable in this proceeding are Chapters 120 and 121, F.S., and Chapters 28-106 and 60S, F.A.C.

#### RELIEF SOUGHT BY THE PETITIONERS

WHEREFORE, the Authority and Mr. Coates, for the reasons stated herein, request that:

39. This Petition be forward to the Division of Administrative Hearings for the assignment of an administrative law judge and the scheduling of a final hearing;

A. That the administrative law judge conducts a formal administrative proceeding pursuant to Sections 120.569 and 120.57, F.S.,

B. That the administrative law judge issue a recommended order reversing in its entirety the Division's February 28, 2024 agency action and directing DMS to issue a Final Order reversing the Division's final agency action;

C. That the administrative law judge grant the Authority and Mr. Coates any such other relief as may be just and proper; and

D. That DMS issue a Final Order holding that the Division's February 28, 2024, agency action is reversed in its entirety.

Respectfully submitted on this 19<sup>th</sup> day of March 2024.

MANSON BOLVES DONALDSON TANNER, P.A.

*Douglas Manson*

Douglas Manson

Florida Bar No. 542687

[dmanson@mansonbolves.com](mailto:dmanson@mansonbolves.com)

Laura S. Olympio

Florida Bar No. 117942

[lolympio@mansonbolves.com](mailto:lolympio@mansonbolves.com)

109 North Brush Street, Suite 300

Tampa, Florida 33602

Ph: (813) 514-4700/ Fax: (813) 514-4701

*Attorneys for Peace River/Manasota Regional Water  
Authority*

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was filed by electronic mail with the Agency Clerk in the Office of General Counsel of the Division of Management Services, 4050 Esplanade Way, Suite 160, Tallahassee, Florida, 32399 ([AgencyClerk@dms.myflorida.com](mailto:AgencyClerk@dms.myflorida.com)) and copies have been served via electronic mail to: Kirsten Larson, General Counsel of the Division of Management, ([kristen.larson@dms.myflorida.com](mailto:kristen.larson@dms.myflorida.com)) and Kathy Gould, Director of Retirement, ([Kathy.Gould@dms.myflorida.com](mailto:Kathy.Gould@dms.myflorida.com)), this 19th day of March 2024.

/s/ Douglas Manson  
Douglas Manson

## **EMPLOYMENT AGREEMENT FOR EXECUTIVE DIRECTOR**

**THIS AGREEMENT** made and entered into this 4<sup>th</sup> day of August, 2021, by and between **PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY**, a political subdivision of the State of Florida, hereinafter referred to as (“Employer” or “Authority”), and **MIKE COATES**, hereinafter referred to as (“Employee”).

### **SECTION 1. EMPLOYMENT**

The Employer hereby employs, engages, and hires the Employee as the Executive Director of the Peace River/Manasota Regional Water Supply Authority. Employee shall be responsible for the administration of all departments responsible to the Board of Directors (“Board”) and for the proper administration of all affairs as directed by the Board. Further, the Employee shall have all of the authority, duties and responsibilities necessary to perform as Executive Director of the Authority.

### **SECTION 2. BEST EFFORTS OF EMPLOYEE**

Employee agrees that he will at all times faithfully, industriously, and to the best of his abilities, experience, and talents, perform all of the duties that may be required of and from him pursuant to the express and implicit terms of this Agreement, to the reasonable satisfaction of Employer.

### **SECTION 3. TERM OF EMPLOYMENT**

The term of this Agreement shall be deemed to have commenced on August 4, 2021 and shall be a continuing Agreement provided that neither party submits a notice of termination.



#### **SECTION 4. COMPENSATION OF EMPLOYEE**

Employer agrees to pay Employee for his services rendered for the time period beginning on August 5, 2021 and ending on September 30, 2022 an annual salary of One Hundred and Seventy Thousand Dollars (\$170,000.00), payable at the same time other Authority employees of the Employer are paid.

On October 1, 2022, Employer agrees to increase salary of Employee as the Board may determine that is desirable to do so on the basis of an annual salary review which will begin on August 1, 2022 and each year following. All personnel policies and benefits including, but not limited to, holidays, annual leave, and sick leave, as provided in the Authority's Personnel Policy shall be applicable to Employee. If there are any conflicts between this Agreement and the Authority's Personnel Policy, the provisions of this Agreement shall govern.

#### **SECTION 5. ANNUAL LEAVE**

Employee shall have annual leave in the amount of twelve (12) hours per pay period. Employee may be compensated for any portion of accrued annual leave he has not been able to use during a calendar year without regard to any prerequisite conditions or maximum amounts as may be contained in the Personnel Policies.

#### **SECTION 6. SICK LEAVE**

Employee shall accrue sick leave as set forth in the Employer's Personnel Policy Manual. Upon separation from Employer for any reason, the Employee shall be paid for accrued sick leave at the rate of One Hundred Percent (100%) up to 1,040 hours of sick leave.

## **SECTION 7. EMPLOYEE'S RETIREMENT**

Employer shall make full contributions on the Employee's behalf to the Florida Retirement System or lifetime monthly Annuity program as provided in Section 121.055, Florida Statutes. Employee shall be designated a member of the Senior Management Service Class. In addition to the contributions set out above, Authority shall pay Employee annually (in addition to the base salary set out in paragraph 4) the maximum allowable amount pursuant to applicable Internal Revenue Service (IRS) regulations into an eligible deferred compensation plan on Employee's behalf. The Account shall be administered, and the Employee shall have the right to all funds in this account.

## **SECTION 8. PROFESSIONAL DEVELOPMENT**

Employer agrees to budget and pay reasonable travel and subsistence expenses of Employee for professional and official travel, meetings, for occasions adequate to continue professional development of Employee and for occasions adequate to pursue necessary official and other functions for the Employer.

## **SECTION 9. HEALTH CARE INSURANCE**

Employer agrees to pay the full cost of Employee's and Employee's dependents premium for providing health care insurance for the Employee and his family.

## **SECTION 10. TERMINATION**

The employment of Employee shall be at the will of the Employer, and Employee's employment shall be subject to termination by Employer at any time, with or without cause. In the event Employee's services under this Agreement are terminated by Employer during such

time that Employee is willing and able to perform the duties of Executive Director or death of Employee, then and in that event, Employer agrees to pay Employee a lump sum cash payment equivalent to ninety (90) calendar days, as of the date of termination, all accumulated annual leave, and accumulated sick leave, provided however, that in the event this Agreement is terminated by Employer for breach of this Agreement or because the Employee's conviction of any illegal act, Employer shall have no obligation to pay the aggregate sum designated in this paragraph. In addition, for the lesser of ninety (90) calendar days after the date of termination or the time the Employee secures health care insurance through attainment of comparable employment, the Authority shall maintain and pay for health, medical and disability insurance in such amounts and on such terms as have been received by the Employee and the Employee's dependents at the time of such termination; however, no other or additional benefits shall accrue during this ninety (90) calendar day period.

#### **SECTION 11. INDEMNIFICATION**

The Employer shall defend, save harmless and indemnify the Employee against any actions, in tort or if he is named in his official capacity as Executive Director as a party defendant in any action for any injury or damage suffered as a result of any act, event or omission of action in the scope of his duties or function, unless he acted in bad faith or with malicious purpose or in the manner exhibiting wanton and willful disregard of human rights, safety, or property. The Employer shall not be liable in tort for the acts or omissions of the Employee committed while acting outside the course and scope of his agreed duties or committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. Employer shall have the right to settle and compromise claims brought against Employee in his official capacity. Nothing herein shall be

construed as a waiver by the Authority of any defense of sovereign immunity, or as any increase in the limits of its liability provided for in Section 768.28, Florida Statutes.

**SECTION 12. CONTROLLING LAW**

This Agreement is to be governed by the laws of the State of Florida. The venue for any litigation resulting out of this Agreement shall be in Sarasota County, Florida.

**SECTION 13. EXTENT OF AGREEMENT**

A. This Agreement represents the entire and integrated agreement between the Authority and Employee and supersedes all prior negotiations, representations, or agreement either written or oral.

B. This Agreement may only be amended, supplemented, modified, changed, or canceled by a duly executed written instrument.

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

EXECUTIVE DIRECTOR


  
Mike Coates

PEACE RIVER/MANASOTA REGIONAL  
WATER SUPPLY AUTHORITY

  
Alan Maio, Chair

**BOARD APPROVED**

APPROVED AS TO FORM:

  
Douglas Manson, General Counsel

**AUG - 4 2021**

Peace River Manasota  
Regional Water Supply Authority

# PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

Hon. Elton A. Langford  
DeSoto County

Hon. Joseph Tiseo  
Charlotte County

Hon. Michael A. Moran  
Sarasota County

Hon. Jason Bearden  
Manatee County

Mike Coates, P.G., Executive Director

February 7, 2024

Hobart Lawrence  
Benefits Administrator  
Florida Division of Retirement  
3189 S. Blair Stone Rd.  
Tallahassee, FL 32301-6812

---

Re: Agency 51109, Clarification of Executive Director Contract, Section 7

Mr. Lawrence:

Pursuant to your request, this letter is the official policy of the Peace River Manasota Regional Water Supply Authority's ("Authority") administration and implementation of the salary payment required under Section 7 of the Employment Agreement for Executive Director dated August 4, 2021 ("Employment Agreement").

The intent and implementation of Section 7 of the Employment Agreement is that this is an annual lump sum salary payment to the Executive Director, Mike Coates, in addition to the base salary that is listed under Section 4 of the Employment Agreement. It is part of the Executive Directors salary he elected through his Employment Agreement to have paid in a lump sum amount one time per year into a deferred compensation plan. The Employment Agreement sets the amount of this lump sum salary payment using the maximum allowable contribution per IRS guidelines for a 457b plan, including any and all allowable catch-up provisions.

The above implementation and application of Section 7 of the Employment Agreement was also reviewed as part of an audit by the Office of Inspector General, Retirement Compliance Audit Unit under Section 121.193, Florida Statutes, by Ms. Chereda Kelly in July 2022. The audit period was from July 2003 through May 2022 and the results indicated compliance with applicable statutes, rules, and coverage agreements.

Regarding your request for clarification on how the payment amount would correlate to the IRS maximum amount, the IRS regulations provide those contributing to a 457b plan that is maintained by a state or local government, who are over the age of 50 are permitted to contribute additional amounts under the "catch up" provisions. These catch up contributions may either be (a) the elective deferral amount that is annually updated by the IRS or (b) by calculating the basic annual limit plus the amount of basic limit not used in prior years and this provision is only applicable for the 3 years prior to the year of the declared normal retirement age (IRS Publication 4484). Specifically for 2024, as Mr. Coates is within the year of his declared normal retirement age, which

makes the calculation of the contribution under (b) above inapplicable, the amount of the additional lump sum salary payment is calculated under (a), which is a total of \$30,500 (\$23,000 normal 457b annual contribution limit plus \$7,500 age-based contribution).

We hope this policy statement provides sufficient clarification of the intent and method used by the Authority to have the lump sum salary payment directed by Mr. Coates in Section 7 of his Employment Agreement to be placed into a deferred compensation plan so that it is treated as compensation for retirement purposes.

**BOARD APPROVED**

**FEB - 7 2024**

**Peace River Manasota  
Regional Water Supply Authority**

Best Regards,



Board of Directors Chairman

Attachments:

Agency 51109, Employer Audit Summary

Employment Agreement for Executive Director dated August 4, 2021





Office of Inspector General  
4030 Esplanade Way, Ste 250  
Tallahassee, FL 32399-0950  
850-488-5285

**Ron DeSantis, Governor**  
Pedro Allende, Secretary

August 19, 2022

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

Dear Mr. Mike Coates:

As authorized under section 121.193, Florida Statutes, the Retirement Compliance Audit Unit has completed an audit of the Peace River Manasota Regional Water Supply (Agency) to determine if the operations related to retirement coverage comply with the Florida Statutes and associated rules. The results of this audit are based on specific sample selections made during the audit. We appreciate the assistance provided by Ann Lee during the audit.

The objectives of this audit were to determine the accuracy of reports submitted to the Division of Retirement (Retirement) and to assess the degree of compliance with applicable statutes, rules, and coverage agreements by your agency.

The scope of this audit consisted of reviewing and analyzing retirement transactions reported by your agency from July 2003 to May 2022.

The methodology included:

- Reviewing agency retirement transactions for a sample of workers' compensation wages and retiree wages from July 2003 to May 2022;
- Reviewing the agency's May 2022 payroll records; and
- Reviewing personnel files and earnings records for a sample of unreported employees for May 2022.

Audits by nature do not include a review of all records and actions and therefore, cannot be relied upon to identify all instances of noncompliance.

This audit was conducted in accordance with section 121.193, Florida Statutes, and is consistent with the applicable standards as defined in the *International Standards for the Professional Practice of Internal Auditing*, issued by the Institute of Internal Auditors.

## Results

---

Based on the documentation reviewed and the test results from the samples selected, compliance with applicable statutes, rules, and coverage agreements is indicated in the following areas:

**THIS REPORT MAY CONTAIN INFORMATION THAT IS EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW. DO NOT RELEASE WITHOUT PRIOR COORDINATION WITH THE OFFICE OF INSPECTOR GENERAL.**

# Exhibit 2

Mr. Mike Coates, Executive Director  
August 19, 2022  
Page 2 of 2

- Employees are reported from beginning of employment.
- Employees are paid biweekly and wages are reported when paid.
- Lump sum annual leave payments are reported according to Retirement instructions.
- Accumulated sick leave payments are correctly excluded from Florida Retirement System (FRS) coverage.
- Employees receiving workers' compensation indemnity payments are reported according to Retirement instructions.

### **Summary**

---

The conclusions in the audit are based on results from a limited scope. No concerns were noted during the course of this audit. Your agency may be contacted by our office in the future regarding a broader scoped review.

If you have questions concerning retirement eligibility and retirement payroll reporting, please call Retirement, at 850-907-6540 or toll free at 877-377-1266. The *Florida Retirement System Employer Handbook* is available online at Retirement's website: <http://frs.myflorida.com>.

Sincerely,

*Chereda Kelly*

Chereda Kelly, Retirement Compliance Auditor

cc: Ms. Ann Lee  
Ms. Kathy Gould  
Ms. Joyce Morgan  
Ms. Kelly Recio  
Ms. Lindy Still

**EMPLOYMENT AGREEMENT FOR  
EXECUTIVE DIRECTOR**

**THIS AGREEMENT** made and entered into this 4<sup>th</sup> day of August, 2021, by and between **PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY**, a political subdivision of the State of Florida, hereinafter referred to as (“Employer” or “Authority”), and **MIKE COATES**, hereinafter referred to as (“Employee”).

**SECTION 1. EMPLOYMENT**

The Employer hereby employs, engages, and hires the Employee as the Executive Director of the Peace River/Manasota Regional Water Supply Authority. Employee shall be responsible for the administration of all departments responsible to the Board of Directors (“Board”) and for the proper administration of all affairs as directed by the Board. Further, the Employee shall have all of the authority, duties and responsibilities necessary to perform as Executive Director of the Authority.

**SECTION 2. BEST EFFORTS OF EMPLOYEE**

Employee agrees that he will at all times faithfully, industriously, and to the best of his abilities, experience, and talents, perform all of the duties that may be required of and from him pursuant to the express and implicit terms of this Agreement, to the reasonable satisfaction of Employer.

**SECTION 3. TERM OF EMPLOYMENT**

The term of this Agreement shall be deemed to have commenced on August 4, 2021 and shall be a continuing Agreement provided that neither party submits a notice of termination.

#### **SECTION 4. COMPENSATION OF EMPLOYEE**

Employer agrees to pay Employee for his services rendered for the time period beginning on August 5, 2021 and ending on September 30, 2022 an annual salary of One Hundred and Seventy Thousand Dollars (\$170,000.00), payable at the same time other Authority employees of the Employer are paid.

On October 1, 2022, Employer agrees to increase salary of Employee as the Board may determine that is desirable to do so on the basis of an annual salary review which will begin on August 1, 2022 and each year following. All personnel policies and benefits including, but not limited to, holidays, annual leave, and sick leave, as provided in the Authority's Personnel Policy shall be applicable to Employee. If there are any conflicts between this Agreement and the Authority's Personnel Policy, the provisions of this Agreement shall govern.

#### **SECTION 5. ANNUAL LEAVE**

Employee shall have annual leave in the amount of twelve (12) hours per pay period. Employee may be compensated for any portion of accrued annual leave he has not been able to use during a calendar year without regard to any prerequisite conditions or maximum amounts as may be contained in the Personnel Policies.

#### **SECTION 6. SICK LEAVE**

Employee shall accrue sick leave as set forth in the Employer's Personnel Policy Manual. Upon separation from Employer for any reason, the Employee shall be paid for accrued sick leave at the rate of One Hundred Percent (100%) up to 1,040 hours of sick leave.

## **SECTION 7. EMPLOYEE'S RETIREMENT**

Employer shall make full contributions on the Employee's behalf to the Florida Retirement System or lifetime monthly Annuity program as provided in Section 121.055, Florida Statutes. Employee shall be designated a member of the Senior Management Service Class. In addition to the contributions set out above, Authority shall pay Employee annually (in addition to the base salary set out in paragraph 4) the maximum allowable amount pursuant to applicable Internal Revenue Service (IRS) regulations into an eligible deferred compensation plan on Employee's behalf. The Account shall be administered, and the Employee shall have the right to all funds in this account.

## **SECTION 8. PROFESSIONAL DEVELOPMENT**

Employer agrees to budget and pay reasonable travel and subsistence expenses of Employee for professional and official travel, meetings, for occasions adequate to continue professional development of Employee and for occasions adequate to pursue necessary official and other functions for the Employer.

## **SECTION 9. HEALTH CARE INSURANCE**

Employer agrees to pay the full cost of Employee's and Employee's dependents premium for providing health care insurance for the Employee and his family.

## **SECTION 10. TERMINATION**

The employment of Employee shall be at the will of the Employer, and Employee's employment shall be subject to termination by Employer at any time, with or without cause. In the event Employee's services under this Agreement are terminated by Employer during such

time that Employee is willing and able to perform the duties of Executive Director or death of Employee, then and in that event, Employer agrees to pay Employee a lump sum cash payment equivalent to ninety (90) calendar days, as of the date of termination, all accumulated annual leave, and accumulated sick leave, provided however, that in the event this Agreement is terminated by Employer for breach of this Agreement or because the Employee's conviction of any illegal act, Employer shall have no obligation to pay the aggregate sum designated in this paragraph. In addition, for the lesser of ninety (90) calendar days after the date of termination or the time the Employee secures health care insurance through attainment of comparable employment, the Authority shall maintain and pay for health, medical and disability insurance in such amounts and on such terms as have been received by the Employee and the Employee's dependents at the time of such termination; however, no other or additional benefits shall accrue during this ninety (90) calendar day period.

#### **SECTION 11. INDEMNIFICATION**

The Employer shall defend, save harmless and indemnify the Employee against any actions, in tort or if he is named in his official capacity as Executive Director as a party defendant in any action for any injury or damage suffered as a result of any act, event or omission of action in the scope of his duties or function, unless he acted in bad faith or with malicious purpose or in the manner exhibiting wanton and willful disregard of human rights, safety, or property. The Employer shall not be liable in tort for the acts or omissions of the Employee committed while acting outside the course and scope of his agreed duties or committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. Employer shall have the right to settle and compromise claims brought against Employee in his official capacity. Nothing herein shall be



construed as a waiver by the Authority of any defense of sovereign immunity, or as any increase in the limits of its liability provided for in Section 768.28, Florida Statutes.

**SECTION 12. CONTROLLING LAW**

This Agreement is to be governed by the laws of the State of Florida. The venue for any litigation resulting out of this Agreement shall be in Sarasota County, Florida.

**SECTION 13. EXTENT OF AGREEMENT**

A. This Agreement represents the entire and integrated agreement between the Authority and Employee and supersedes all prior negotiations, representations, or agreement either written or oral.

B. This Agreement may only be amended, supplemented, modified, changed, or canceled by a duly executed written instrument.

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

EXECUTIVE DIRECTOR



Mike Coates


PEACE RIVER/MANASOTA REGIONAL  
WATER SUPPLY AUTHORITY



Alan Maio, Chair

**BOARD APPROVED**

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Douglas Manson, General Counsel

**AUG - 4 2021**

**Peace River Manasota  
Regional Water Supply Authority**



Bureau of Enrollment and Contributions  
Contributions Section  
P.O. Box 9000  
Tallahassee, FL 32315-9000  
Tel: 850-907-6540 | Fax: 850-410-2194 | Toll-Free: 844-377-1266

**Ron DeSantis, Governor**  
Pedro Allende, Secretary

February 28, 2024

MR ELTON LANGFORD, CHAIRMAN  
PEACE RIVER MANASOTA REGIONAL  
WATER SUPPLY AUTHORITY  
9415 TOWN CENTER PKWY  
LAKEWOOD RANCH FL 34202

Re: Employer Payment to Deferred Compensation

Dear Chairman Langford:

This is in response to your Feb. 7, 2024, letter, sent at the request of the Division of Retirement, to clarify the policy related to the deferred compensation payment made on behalf of the Peace River Manasota Water Supply Authority's (Authority) Executive Director.

Your letter states that the payment is made annually in addition to the base salary, into a deferred compensation plan. The Employment Agreement for Executive Director, Section 7. EMPLOYEE'S RETIREMENT states that in addition to the base salary, the Authority shall pay "... the maximum allowable amount pursuant to applicable Internal Revenue Service (IRS) regulations into an eligible deferred compensation plan on the Employee's behalf."

In accordance with subparagraph 121.021(22)(c), Florida Statutes, which states in part:

"Any public funds otherwise paid by an employer into an employee's salary reduction, deferred compensation, or tax-sheltered annuity program on or after July 1, 1990, (the date as of which all employers were notified in writing by the division to cease making contributions to the System Trust Fund based on such amounts), shall be considered a fringe benefit and shall not be treated as compensation for retirement purposes under this chapter."

As such, this payment shall be considered a fringe benefit. Your agency should make credit adjustments to back out fringe benefit payments erroneously reported for retirement for Mike Coates (current Executive Director) and any former executive director for which these payments were reported.

If you have any questions, please contact the Division of Retirement. The Florida Statutes are available online at <http://www.leg.state.fl.us/Statutes>.

Sincerely,

Hobart Lawrance  
Benefits Administrator

cc: Mike Coates  
Ann Lee

**Exhibit 3**

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**  
**BOARD OF DIRECTORS MEETING**  
*April 3, 2024*

**EXECUTIVE DIRECTOR'S REPORT**

---

**Presenter -**

Mike Coates, Executive Director

**Recommended Action -**

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

***PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY  
BOARD OF DIRECTORS MEETING  
April 3, 2024***

**ROUTINE STATUS REPORTS  
ITEM 1**

**Hydrologic Conditions Report**

# MEMORANDUM

**Project:** Hydrologic Conditions Report  
**Date:** April 3, 2024  
**TO:** Mike Coates, Executive Director  
**Developed By:** Shalina Odegard, Water Resources & Planning Manager

This memorandum summarizes rainfall, surface water conditions, and the Authority’s current water storage and supply conditions for the month of February, and the preceding 13-month period.

## Rainfall Conditions & Projections

**Table 1** summarizes rainfall conditions for the 13-month period from February 1, 2023, through February 29, 2024. Rainfall in the Peace River Basin for the past 12-months totaled 44.81 inches, which is 7.49 inches below the long-term historical average of 52.30 inches. Rainfall for the month of February 2024 totaled 1.86 inches, a value 0.64 inches below the historical monthly average of 2.50 inches for February.

**Table 1 (Peace River Basin Rainfall - Inches)**

Month	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	12 Mo Total
Historical Avg Rainfall <sup>1</sup>	2.50	2.90	2.50	4.00	8.40	8.10	7.70	7.30	3.10	1.70	1.90	2.20	2.50	52.30
Actual Rainfall <sup>2</sup>	0.90	0.35	2.71	5.19	6.45	5.02	7.98	6.55	1.62	1.53	2.08	3.47	1.86	44.81
Diff. Historical vs Actual	-1.60	-2.55	0.21	1.19	-1.95	-3.08	0.28	-0.75	-1.48	-0.17	0.18	1.27	-0.64	-7.49

<sup>1</sup> Historical rainfall data are the long-term average of the Winter Haven, Bowling Green, and Joshua at Nocatee Rainfall Stations.

<sup>2</sup> Actual rainfall data are average values for the Winter Haven, Bowling Green, and Joshua at Nocatee Rainfall Stations.

**Figure 1** provides region-wide rainfall conditions as reported by SWFWMD for the 12-month period ending February 2024. Data shown for the Authority’s 4-county service area indicate very dry to normal conditions for most of Sarasota and Manatee Counties and very dry to very wet conditions for most of Charlotte and DeSoto Counties. The overall inland Peace River Basin indicates very dry to wetter than normal conditions from Polk to DeSoto Counties over the last 12 months.

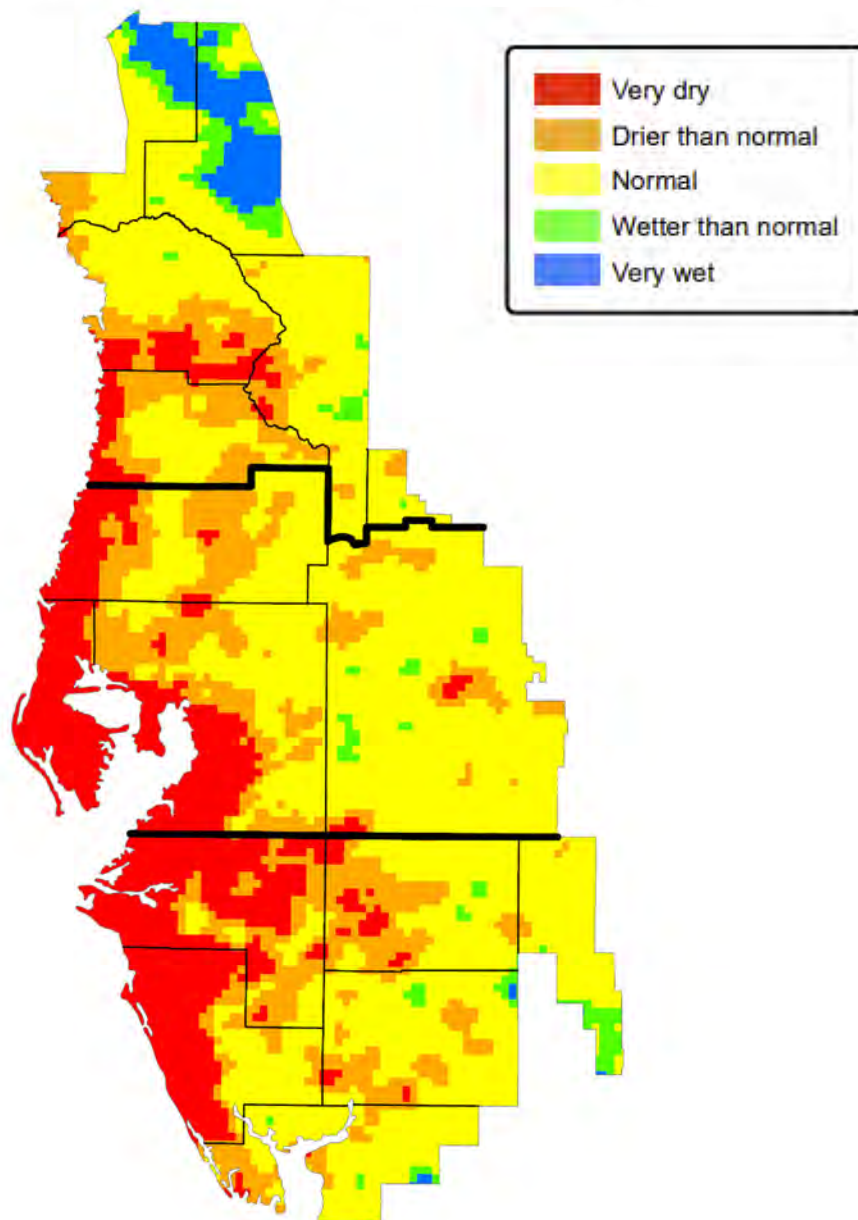
NOAA projections for the next three months (Mar 2024 – May 2024) are for leaning above normal temperatures and equal chances of rainfall for Southwest Florida. The NOAA/ENSO (El Nino/

La Nina) extended forecast indicates a transition from El Nino to ENSO-neutral is likely by April - June 2024 (79% chance), with increasing odds of La Nina developing in June - August 2024 (55% chance).

**Figure 1 (SWFWMD Rainfall Conditions Map)**

# Rainfall Distribution

March 2023 through February 2024





## River Flow Conditions

**Figure 2** provides the locations of the three U.S. Geological Survey gauges that are used to regulate Authority withdrawals from the Peace River: 1) Peace River at Arcadia, 2) Horse Creek at Arcadia, and 3) Joshua Creek at Nocatee. Flow conditions at these gauges are discussed below:

The combined flow at the three gauges listed above increased above the historical average in early January 2024 and then decreased below the historical average in early February 2024. Mid-February 2024, the combined flow increased above the historical average. Late February 2024, the combined flow decreased below the historical average and remained below until the end of February 2024. **Figure 3** provides a hydrograph of combined flows plotted against the historical average and the 130 cfs lower limit for withdrawals.

**Figure 2 (Peace River Basin Showing Selected Gauge Locations with ★)**

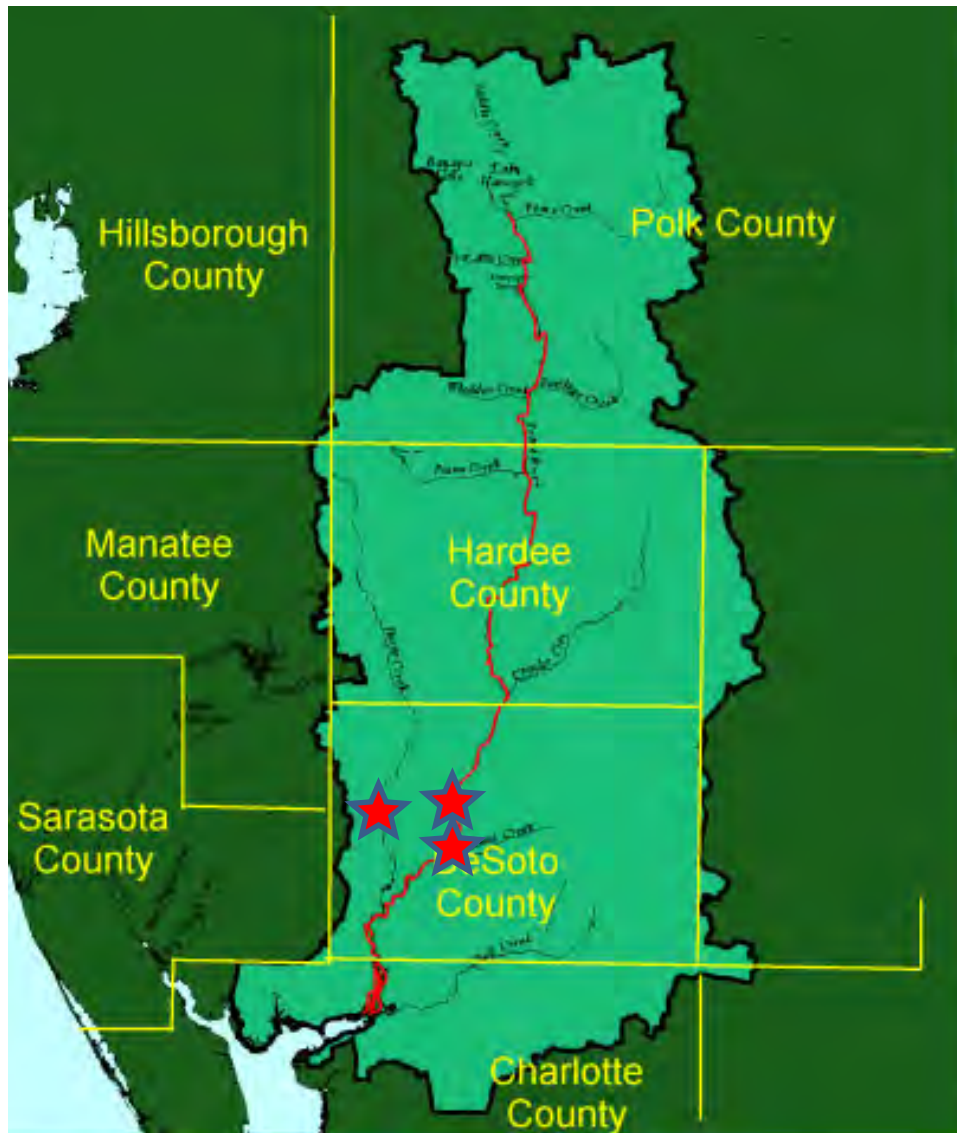
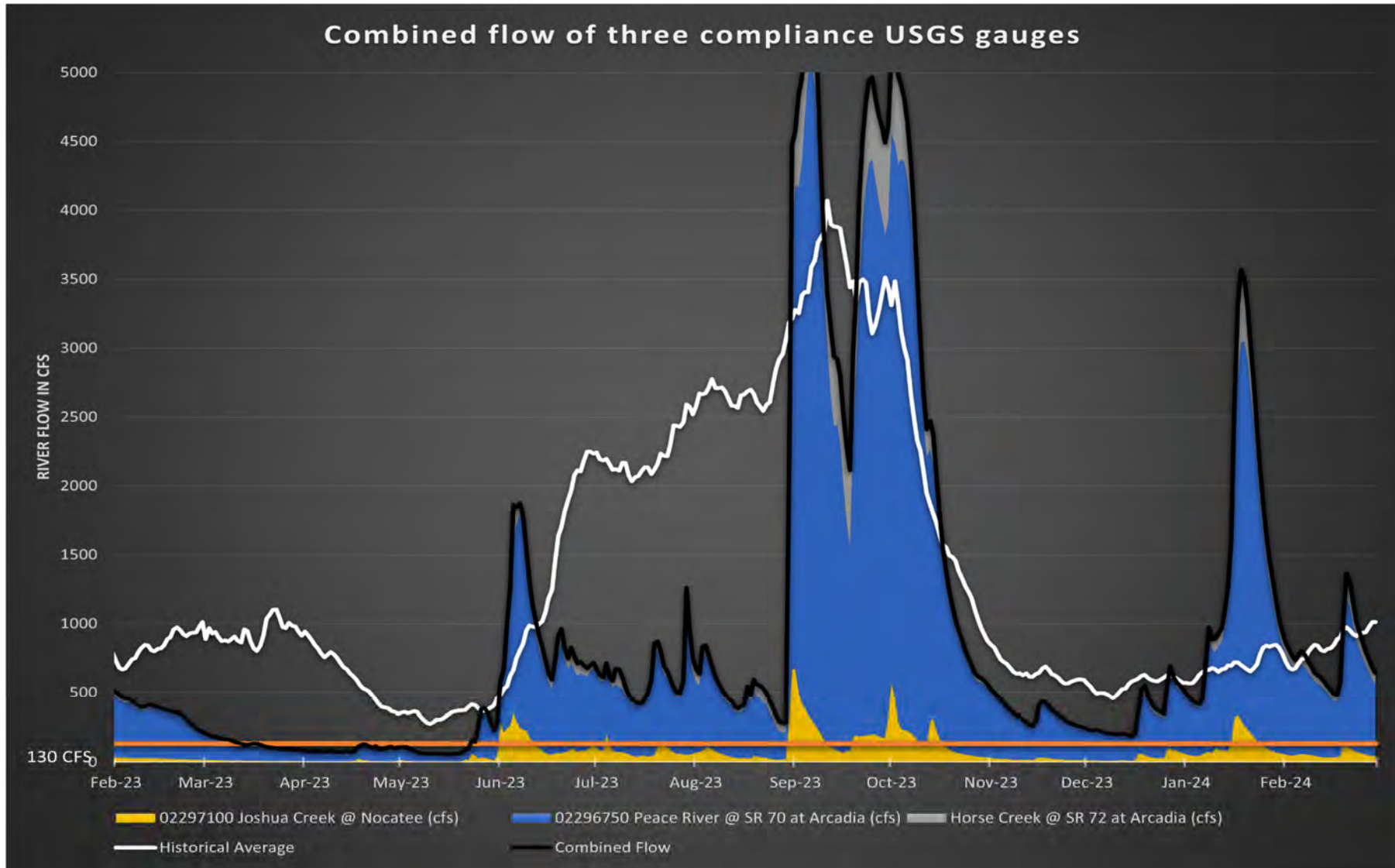


Figure 3 – HYDROGRAPH OF COMBINED FLOWS OF THREE STATIONS

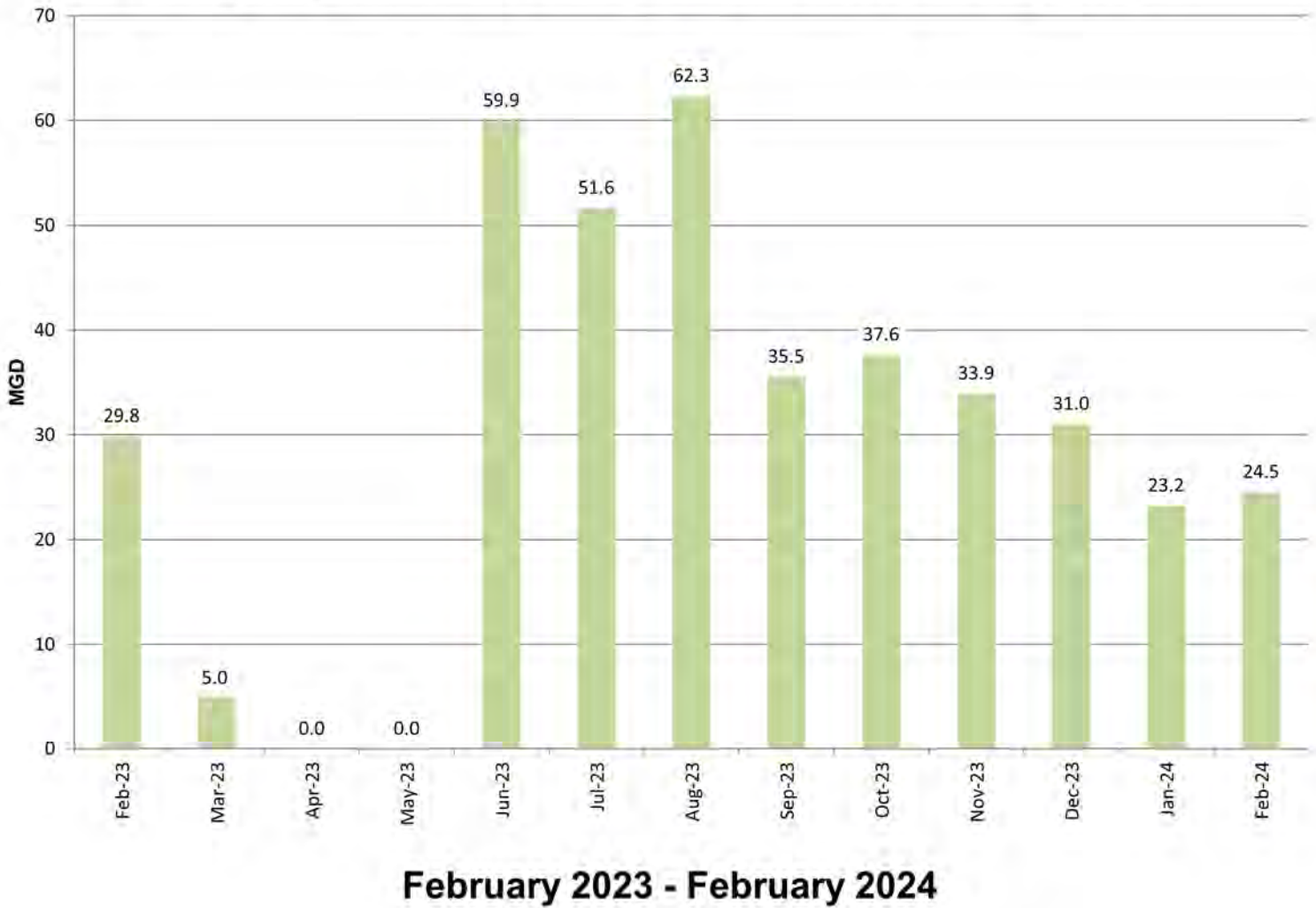


### River Withdrawals, Finished Water Production, & Demand (February 2023 – February 2024)

**Figure 4** provides average daily river withdrawals for each of the last 13 months at the Peace River Facility in million gallons per day (MGD). Average withdrawals for February 2024 (24.5 MGD) were 5.3 MGD lower than those that occurred in February 2023 (29.8 MGD).

**Figure 4**

### Monthly Avg PRF Withdrawals from the Peace River (MGD)

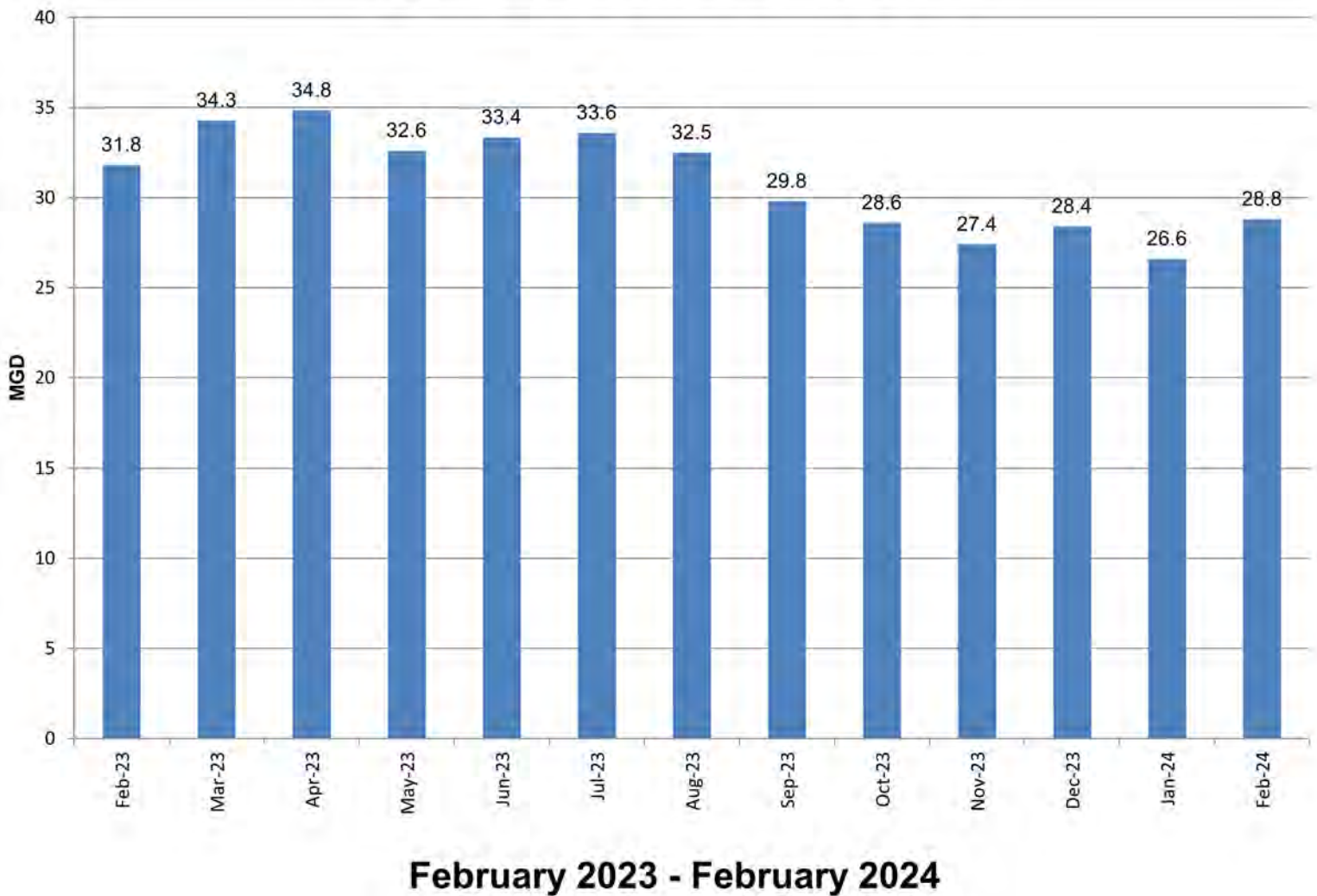


**Figure 5** shows average daily finished water distributed to the regional network for each of the last 13-months in MGD. Finished water distribution averaged 28.8 MGD in February 2024, approximately 3.0 MGD less than in February 2023.

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 5**

### Regional Distribution from the PRF



## **Stored Supplies at the PRF**

The Authority maintains two large capacity off-stream storage systems at the PRF. The primary storage is raw river water stored in Reservoir No. 1 and No. 2. When the flow in the River is high enough, a small percentage of that flow is harvested at the Authority's river intake pumping facility on the Peace River consistent with the permit-authorized diversion schedule and is stored in Reservoirs 1 and 2. Storage volumes in the reservoirs generally decline in the dry season due to lower flows and increase during the wet season as rainfall, flows, and river diversions increase. During the hurricane season the permitted total combined raw water storage capacity in Reservoirs 1 and 2 is 6.5 billion gallons (BG). Outside of hurricane season, additional water can be safely stored up to 6.8 BG. **Total raw water stored in the reservoir system as of February 29, 2024, was 6.718 BG, which was 0.007 BG more than February 2023 (6.711 BG).**

The secondary storage option at the PRF is treated water stored in the Aquifer Storage and Recovery (ASR) system. The ASR system has a design storage capacity of 6.3 BG. However, practical storage capacity is substantially higher as evidenced by the 8.722 BG stored in the ASR system as of February 29, 2024. Because this supply must be fully treated to drinking water standards before storage, it cannot be stored as rapidly as water in the raw-water reservoirs. Filling ASR storage is done incrementally each year during the wet season as excess treatment capacity (due to lower public water supply demand) and hydrologic conditions allow. Water recovered from ASR during the dry season is discharged to the surface reservoir system and undergoes full treatment again with the rest of the raw-water stream before delivery to Authority Customers.

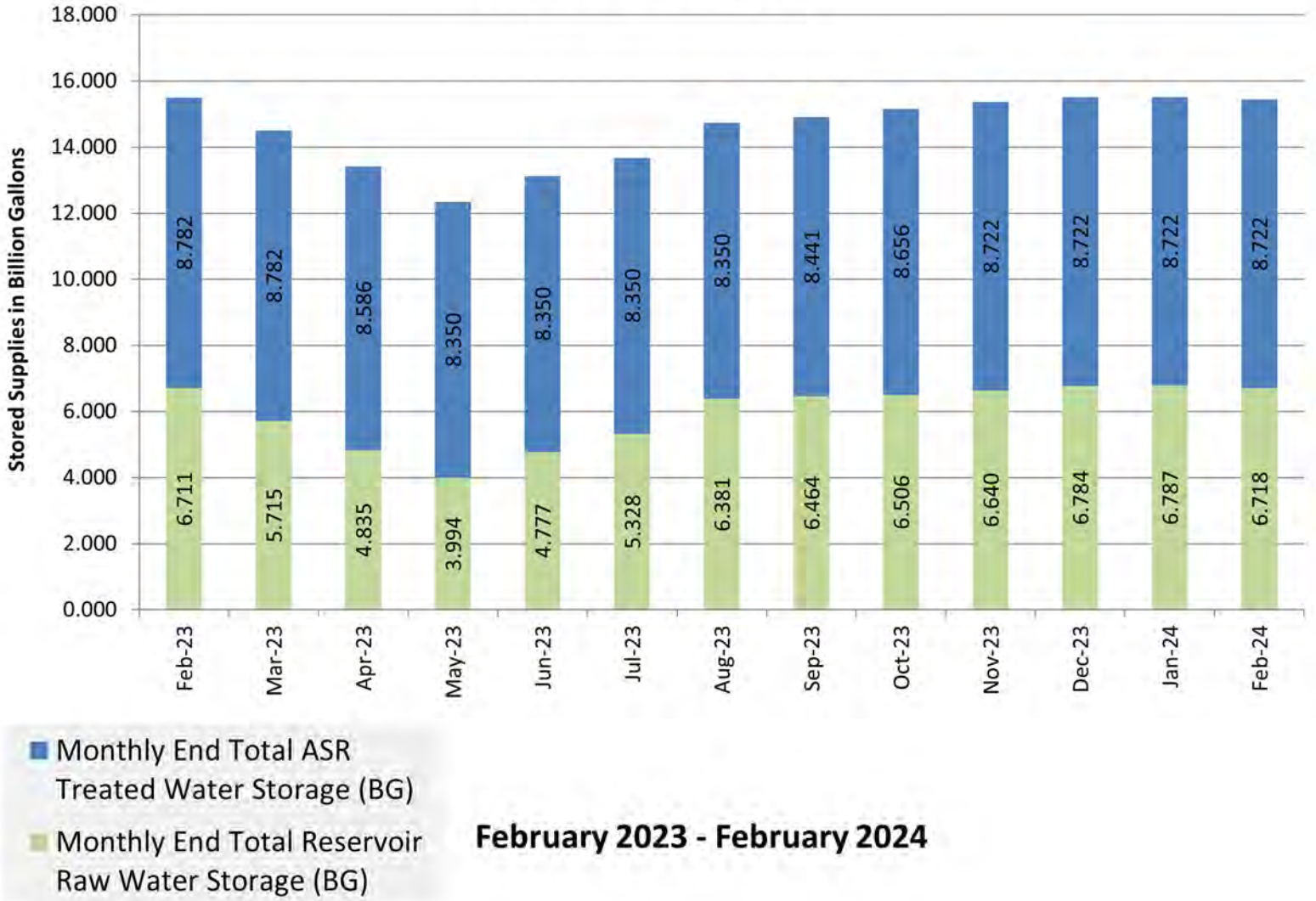
In 2023, recovery from the ASR system began April 3 and ended May 30 for a total of 432 MG. **Total ASR system storage as of February 29, 2024, was 8.722 BG (2.422 BG greater than design storage capacity), and 0.06 BG less than February 2023 (8.782 BG).**

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 6**. **The total water in storage as of February 29, 2024, was approximately 15.44 BG, approximately 0.053 BG less than total storage in February 2023 (15.493 BG).**



Figure 6

### Stored Water Supplies





***PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY  
BOARD OF DIRECTORS MEETING  
April 3, 2024***

**ROUTINE STATUS REPORTS  
ITEM 2**

**Check Registers for January and February 2024**

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**  
**CHECK REGISTER: JANUARY & FEBRUARY 2024**

**PUBLIC FUNDS INTEREST CHECKING (PNC)**

<b>Date</b>	<b>Document Number</b>	<b>Payee Name / Description</b>	<b>Amount</b>
01/09/2024	DBT011224	Valic	\$ 67,891.04
01/11/2024		QuickBooks Payroll Service	\$ 132,031.35
01/12/2024	40022	BILL'S BOTTLED WATER SERVICE	\$ 11.25
01/12/2024	40023	DESOTO AUTOMOTIVE ENTERPRISES INC	\$ 1,598.68
01/12/2024	40024	FLORIDA POWER & LIGHT COMPANY	\$ 227,172.85
01/12/2024	40025	Manatee County Utilities Department	\$ 323.33
01/12/2024	40026	PNC Bank N A	\$ 103,762.02
01/12/2024	40027	Waste Pro Bradenton/Sarasota	\$ 190.00
01/12/2024	ACH6856	AIR CENTERS-FLORIDA	\$ 50,768.00
01/12/2024	ACH6857	Air Mechanical & Service Corp	\$ 3,560.00
01/12/2024	ACH6858	ALLIED UNIVERSAL CORP	\$ 21,598.72
01/12/2024	ACH6859	AMAZON Business	\$ 1,109.18
01/12/2024	ACH6860	Apex	\$ 439.71
01/12/2024	ACH6861	Apple Video & Photography Studio	\$ 1,495.00
01/12/2024	ACH6862	BENCHMARK ENVIROANALYTICAL INC	\$ 7,658.00
01/12/2024	ACH6863	C & S CHEMICALS INC	\$ 123,689.86
01/12/2024	ACH6864	CENTURYLINK	\$ 421.55
01/12/2024	ACH6865	CHARLOTTE COUNTY BD OF COMMISSIONER	\$ 108,744.05
01/12/2024	ACH6866	CINTAS	\$ 298.49
01/12/2024	ACH6867	EARTH BALANCE	\$ 24,950.00
01/12/2024	ACH6868	FEDERAL EXPRESS	\$ 297.86
01/12/2024	ACH6869	FRONTIER-941	\$ 252.17
01/12/2024	ACH6870	Jacobi Carbons Inc	\$ 68,043.20
01/12/2024	ACH6871	JANICKI ENVIRONMENTAL INC	\$ 24,111.00
01/12/2024	ACH6872	Johnson Controls Security Solutions LLC	\$ 387.11
01/12/2024	ACH6873	JOHNSON ENGINEERING INC	\$ 58,915.03
01/12/2024	ACH6874	Locher Environmental LLC	\$ 24,700.00
01/12/2024	ACH6875	Lumen-CenturyLink-6358	\$ 1,647.53
01/12/2024	ACH6876	Natural Resources LLC	\$ 5,492.36
01/12/2024	ACH6877	REXEL USA Inc	\$ 10,169.65
01/12/2024	ACH6878	RS Americas	\$ 104.83
01/12/2024	ACH6879	SUNSHINE ACE HARDWARE	\$ 72.53
01/12/2024	ACH6880	TOI TOI USA	\$ 433.48
01/12/2024	ACH6881	UNIVAR SOLUTIONS USA INC	\$ 44,021.67
01/12/2024	ACH6882	USA Bluebook	\$ 6,867.78
01/12/2024	ACH6884	Vanguard Cleaning Systems of SW Florida	\$ 2,400.00
01/12/2024	ACH6885	VOYAGER FLEET SYSTEMS INC	\$ 3,980.18
01/12/2024	ACH6886	WOMACK SANITATION INC	\$ 453.00
01/12/2024	DBT01122024	United States Treasury	\$ 54,212.44
01/12/2024	DBT11224	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 444.75
01/23/2024	EFT012324	PNC Bank (Credit Card)	\$ 9,425.45
01/23/2024	DBT01.26.24	Valic	\$ 39,479.74
01/25/2024		QuickBooks Payroll Service	\$ 122,940.67
01/26/2024	40028	BOB DEAN SUPPLY INC	\$ 196.45
01/26/2024	40029	Braden River Utilities LLC	\$ 96.22
01/26/2024	40030	CITY OF NORTH PORT	\$ 147,298.00
01/26/2024	40031	D M CONSTRUCTION CORP	\$ 16,613.84
01/26/2024	40032	DEPARTMENT OF ENVIRONMENTAL PROTECT	\$ 100.00
01/26/2024	40033	FLORIDA POWER & LIGHT COMPANY	\$ 193,984.18

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**  
**CHECK REGISTER: JANUARY & FEBRUARY 2024**

**PUBLIC FUNDS INTEREST CHECKING (PNC)**

<b>Date</b>	<b>Document Number</b>	<b>Payee Name / Description</b>	<b>Amount</b>
01/26/2024	40034	HOME DEPOT	\$ 732.75
01/26/2024	40035	PNC Bank N A	\$ 2,268.49
01/26/2024	40036	SAM'S CLUB	\$ 558.72
01/26/2024	40037	SPECIALTY PARTS	\$ 79.88
01/26/2024	40038	TEST GAUGE INC	\$ 650.18
01/26/2024	40039	TRACTOR SUPPLY COMPANY CREDIT PLAN	\$ 155.92
01/26/2024	40040	VERIZON WIRELESS	\$ 102.39
01/26/2024	ACH6887	Air Mechanical & Service Corp	\$ 78.00
01/26/2024	ACH6888	AIRGAS USA LLC	\$ 1,101.30
01/26/2024	ACH6889	ALFA LAVAL INC	\$ 318.32
01/26/2024	ACH6890	ALLIED UNIVERSAL CORP	\$ 57,347.29
01/26/2024	ACH6891	AMAZON Business	\$ 826.53
01/26/2024	ACH6892	Apex	\$ 1,417.74
01/26/2024	ACH6893	BENCHMARK ENVIROANALYTICAL INC	\$ 2,053.00
01/26/2024	ACH6894	Brown and Caldwell	\$ 10,977.50
01/26/2024	ACH6895	C & S CHEMICALS INC	\$ 73,116.54
01/26/2024	ACH6896	CED - Port Charlotte	\$ 7,628.71
01/26/2024	ACH6897	CHARLOTTE COUNTY BCC - LANDFILL	\$ 17,128.31
01/26/2024	ACH6898	CHARLOTTE COUNTY UTILITIES	\$ 336,727.00
01/26/2024	ACH6899	CHENANGO SUPPLY CO., INC.	\$ 20.96
01/26/2024	ACH6900	Cimtec Automation, LLC	\$ 2,605.42
01/26/2024	ACH6901	CINTAS	\$ 753.55
01/26/2024	ACH6902	CLEAVELAND/PRICE INC.	\$ 1,347.22
01/26/2024	ACH6903	COLE-PARMER INSTRUMENT CO	\$ 76.30
01/26/2024	ACH6904	CORONADO LAWN SERVICE OF FL	\$ 2,896.00
01/26/2024	ACH6905	DESOTO COUNTY (V)	\$ 35,681.00
01/26/2024	ACH6906	DMS-FINANCIAL MGMT SERVICES	\$ 452.67
01/26/2024	ACH6907	EARTH BALANCE	\$ 5,537.58
01/26/2024	ACH6908	ENDRESS+HAUSER, INC.	\$ 2,381.49
01/26/2024	ACH6909	EVERGREEN SOLUTIONS, LLC	\$ 5,375.00
01/26/2024	ACH6910	FEDERAL EXPRESS	\$ 10.49
01/26/2024	ACH6911	Fisher Scientific	\$ 642.07
01/26/2024	ACH6912	Flotech INC	\$ 7,436.47
01/26/2024	ACH6913	FRONTIER COMMUNICATIONS-305	\$ 240.98
01/26/2024	ACH6914	GRAINGER	\$ 7,512.99
01/26/2024	ACH6915	Hach Company	\$ 3,133.40
01/26/2024	ACH6916	HAZEN AND SAWYER	\$ 29,872.30
01/26/2024	ACH6917	HVMI LLC	\$ 30,677.95
01/26/2024	ACH6918	Jacobi Carbons Inc	\$ 70,177.60
01/26/2024	ACH6919	Johnson Controls Security Solutions LLC	\$ 1,431.76
01/26/2024	ACH6920	KIMLEY-HORN AND ASSOCIATES INC	\$ 2,384.88
01/26/2024	ACH6921	Lumen-CenturyLink-6358	\$ 1,647.71
01/26/2024	ACH6922	Lumen - Centurylink 3363	\$ 157.89
01/26/2024	ACH6923	MANSON BOLVES DONALDSON TANNER	\$ 13,600.00
01/26/2024	ACH6924	McKim and Creed INC	\$ 2,523.00
01/26/2024	ACH6925	MSC INDUSTRIAL SUPPLY CO	\$ 1,083.12
01/26/2024	ACH6926	Pitney Bowes Purchase Power	\$ 200.00
01/26/2024	ACH6927	Precision Gate & Security Inc	\$ 989.00
01/26/2024	ACH6928	PRO-CHEM INC	\$ 1,140.14

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY  
CHECK REGISTER: JANUARY & FEBRUARY 2024**

**PUBLIC FUNDS INTEREST CHECKING (PNC)**

<b>Date</b>	<b>Document Number</b>	<b>Payee Name / Description</b>	<b>Amount</b>
01/26/2024	ACH6929	Public Resources Advisory Group Inc	\$ 2,887.92
01/26/2024	ACH6930	RESPEC Company LLC	\$ 5,927.50
01/26/2024	ACH6931	REXEL USA Inc	\$ 5,258.04
01/26/2024	ACH6932	Rite Technology	\$ 1,852.51
01/26/2024	ACH6933	RS Americas	\$ 121.00
01/26/2024	ACH6934	STANTEC CONSULTING SERVICES	\$ 16,749.50
01/26/2024	ACH6935	SUNSHINE ACE HARDWARE	\$ 491.19
01/26/2024	ACH6936	Tanner Industries, Inc	\$ 6,403.16
01/26/2024	ACH6937	TRINOVA INC.	\$ 5,032.76
01/26/2024	ACH6938	UNITED STATES GEOLOGICAL SURVEY	\$ 9,390.00
01/26/2024	ACH6939	UNIVAR SOLUTIONS USA INC	\$ 21,294.87
01/26/2024	ACH6940	USA Bluebook	\$ 687.02
01/26/2024	ACH6941	Xylem Water Solutions U.S.A., Inc.	\$ 3,157.69
01/26/2024	DBT012624	United States Treasury	\$ 45,665.02
01/26/2024	DBT01262024	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 444.75
01/29/2024	DBT012924	FLORIDA DIVISION OF RETIREMENT	\$ 85,264.59
02/06/2024	DBT020624	Valic	\$ 9,194.99
02/08/2024		QuickBooks Payroll Service	\$ 123,319.12
02/09/2024	40042	DESOTO COUNTY UTILITIES	\$ 1,591.59
02/09/2024	40043	FLORIDA TECHNICAL PRODUCTS INC	\$ 1,785.50
02/09/2024	40044	Manatee County Utilities Department	\$ 330.79
02/09/2024	40045	NaturZone Pest Control	\$ 150.79
02/09/2024	40046	SARASOTA COUNTY ENVIRONMENTAL UTILITIES	\$ 9,496.15
02/09/2024	40047	SMITH RANCH & GARDEN INC	\$ 833.00
02/09/2024	40048	TRACTOR SUPPLY COMPANY CREDIT PLAN	\$ 129.90
02/09/2024	40049	TRULY NOLEN Branch 093	\$ 545.00
02/09/2024	40050	Waste Pro Bradenton/Sarasota	\$ 190.00
02/09/2024	ACH6942	ADVANTAGE CARE INC.	\$ 40.00
02/09/2024	ACH6943	ALLIED UNIVERSAL CORP	\$ 21,637.33
02/09/2024	ACH6944	AMAZON Business	\$ 1,558.23
02/09/2024	ACH6945	Apex	\$ 1,816.92
02/09/2024	ACH6946	BABE'S PLUMBING INC. & FIRE SPRINKLER	\$ 2,631.04
02/09/2024	ACH6947	BATTERIES PLUS BULBS #451	\$ 152.95
02/09/2024	ACH6948	BENCHMARK ENVIROANALYTICAL INC	\$ 3,651.60
02/09/2024	ACH6949	Brimar Industries Inc.	\$ 2,410.66
02/09/2024	ACH6950	C & S CHEMICALS INC	\$ 57,918.14
02/09/2024	ACH6951	CED - Port Charlotte	\$ 3,278.74
02/09/2024	ACH6952	CENTURYLINK	\$ 401.80
02/09/2024	ACH6953	CHENANGO SUPPLY CO., INC.	\$ 119.14
02/09/2024	ACH6954	CINTAS	\$ 535.00
02/09/2024	ACH6955	CINTAS FIRE 636525	\$ 300.00
02/09/2024	ACH6956	COLE-PARMER INSTRUMENT CO	\$ 521.16
02/09/2024	ACH6957	COOL TODAY	\$ 208.00
02/09/2024	ACH6958	CORONADO LAWN SERVICE OF FL	\$ 4,113.00
02/09/2024	ACH6959	DELL MARKETING LP	\$ 13,426.06
02/09/2024	ACH6960	DESOTO COUNTY (V)	\$ 66,333.33
02/09/2024	ACH6961	DESOTO COUNTY BOCC	\$ 3,212.94
02/09/2024	ACH6962	EARTH BALANCE	\$ 729.13
02/09/2024	ACH6963	ENDRESS+HAUSER, INC.	\$ 701.17

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY  
CHECK REGISTER: JANUARY & FEBRUARY 2024**

**PUBLIC FUNDS INTEREST CHECKING (PNC)**

<b>Date</b>	<b>Document Number</b>	<b>Payee Name / Description</b>	<b>Amount</b>
02/09/2024	ACH6964	FEL-FT MYERS WATERWORKS	\$ 720.68
02/09/2024	ACH6965	Fisher Scientific	\$ 2,830.99
02/09/2024	ACH6966	Forestry Suppliers INC	\$ 116.78
02/09/2024	ACH6967	FRONTIER-941	\$ 252.27
02/09/2024	ACH6968	GRAINGER	\$ 1,817.00
02/09/2024	ACH6969	Gulf Controls Company, Inc.	\$ 795.20
02/09/2024	ACH6970	Hach Company	\$ 6,337.78
02/09/2024	ACH6971	Henry Meredith	\$ 9.81
02/09/2024	ACH6972	Hudson Pump	\$ 46,130.37
02/09/2024	ACH6973	Jacobi Carbons Inc	\$ 70,876.80
02/09/2024	ACH6974	JOHNSON ENGINEERING INC	\$ 47,767.50
02/09/2024	ACH6975	KIMLEY-HORN AND ASSOCIATES INC	\$ 2,761.44
02/09/2024	ACH6976	MADER ELECTRIC INC	\$ 11,909.80
02/09/2024	ACH6977	MSC INDUSTRIAL SUPPLY CO	\$ 992.09
02/09/2024	ACH6978	OVIVO USA LLC	\$ 175,000.00
02/09/2024	ACH6979	PRO-CHEM INC	\$ 606.70
02/09/2024	ACH6980	RING POWER CORPORATION	\$ 1,835.97
02/09/2024	ACH6981	SIMS CRANE & EQUIPMENT	\$ 1,823.25
02/09/2024	ACH6982	STANTEC CONSULTING SERVICES	\$ 17,955.15
02/09/2024	ACH6983	Sumner Land Management LLC	\$ 9,680.10
02/09/2024	ACH6984	SUNSHINE ACE HARDWARE	\$ 225.89
02/09/2024	ACH6985	Tanner Industries, Inc	\$ 6,406.45
02/09/2024	ACH6986	TRINOVA INC.	\$ 1,325.70
02/09/2024	ACH6987	UNIVAR SOLUTIONS USA INC	\$ 52,984.07
02/09/2024	ACH6988	USA Bluebook	\$ 189.76
02/09/2024	ACH6989	Vanguard Cleaning Systems of SW Florida	\$ 2,400.00
02/09/2024	ACH6990	Vertiv Corporation	\$ 3,750.19
02/09/2024	ACH6991	VOYAGER FLEET SYSTEMS INC	\$ 3,563.64
02/09/2024	ACH6992	WOMACK SANITATION INC	\$ 900.00
02/09/2024	DBT020924	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 444.75
02/09/2024	DBT02092024	United States Treasury	\$ 39,682.86
02/20/2024	DBT022024	Valic	\$ 9,190.86
02/22/2024		QuickBooks Payroll Service	\$ 123,050.19
02/23/2024	40051	BILL'S BOTTLED WATER SERVICE	\$ 11.25
02/23/2024	40052	Braden River Utilities LLC	\$ 140.34
02/23/2024	40053	Buffalo Graffix	\$ 886.28
02/23/2024	40054	D M CONSTRUCTION CORP	\$ 17,204.57
02/23/2024	40055	DESOTO AUTOMOTIVE ENTERPRISES INC	\$ 59,127.00
02/23/2024	40056	HOME DEPOT	\$ 144.81
02/23/2024	40057	KED GROUP INC	\$ 7,774.00
02/23/2024	40058	SAM'S CLUB	\$ 103.70
02/23/2024	40059	VERIZON WIRELESS	\$ 96.98
02/23/2024	ACH6993	Adobe Systems Inc	\$ 266.04
02/23/2024	ACH6994	AIRGAS USA LLC	\$ 261.69
02/23/2024	ACH6995	ALLIED UNIVERSAL CORP	\$ 14,411.54
02/23/2024	ACH6996	AMAZON Business	\$ 632.57
02/23/2024	ACH6997	Apple Video & Photography Studio	\$ 1,495.00
02/23/2024	ACH6998	BENCHMARK ENVIROANALYTICAL INC	\$ 63.00
02/23/2024	ACH6999	Brown and Caldwell	\$ 13,668.75

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY  
CHECK REGISTER: JANUARY & FEBRUARY 2024**

**PUBLIC FUNDS INTEREST CHECKING (PNC)**

<b>Date</b>	<b>Document Number</b>	<b>Payee Name / Description</b>	<b>Amount</b>
02/23/2024	ACH7000	C & S CHEMICALS INC	\$ 111,643.84
02/23/2024	ACH7001	CAROLLO ENGINEERS INC	\$ 3,166.60
02/23/2024	ACH7002	CHARLOTTE COUNTY BD OF COMMISSIONER	\$ 106,421.19
02/23/2024	ACH7003	DESOTO COUNTY (V)	\$ 66,333.33
02/23/2024	ACH7004	EARTH BALANCE	\$ 59,626.25
02/23/2024	ACH7005	FEDERAL EXPRESS	\$ 296.65
02/23/2024	ACH7006	FEL-FT MYERS WATERWORKS	\$ 432.74
02/23/2024	ACH7007	FRONTIER COMMUNICATIONS-305	\$ 240.98
02/23/2024	ACH7008	GRAINGER	\$ 252.72
02/23/2024	ACH7009	GRAY MATTER SYSTEMS INC	\$ 2,205.00
02/23/2024	ACH7010	HALFACRE CONSTRUCTION COMPANY	\$ 24,225.50
02/23/2024	ACH7011	HAZEN AND SAWYER	\$ 5,557.60
02/23/2024	ACH7012	HVMI LLC	\$ 40,384.49
02/23/2024	ACH7013	Jacobi Carbons Inc	\$ 69,625.60
02/23/2024	ACH7014	JANICKI ENVIRONMENTAL INC	\$ 27,147.00
02/23/2024	ACH7015	Johnson Controls Security Solutions LLC	\$ 1,195.00
02/23/2024	ACH7016	JOHNSON ENGINEERING INC	\$ 26,625.00
02/23/2024	ACH7017	Lumen-CenturyLink-6358	\$ 1,647.71
02/23/2024	ACH7018	Lumen - Centurylink 3363	\$ 169.31
02/23/2024	ACH7019	Matt's Lawn Service	\$ 2,125.00
02/23/2024	ACH7020	Natural Resources LLC	\$ 70,365.26
02/23/2024	ACH7021	NAVITAS CREDIT CORP	\$ 211.58
02/23/2024	ACH7022	Pitney Bowes Purchase Power	\$ 134.98
02/23/2024	ACH7023	Public Resources Advisory Group Inc	\$ 3,575.00
02/23/2024	ACH7024	RESPEC Company LLC	\$ 25,105.00
02/23/2024	ACH7025	Rite Technology	\$ 2,400.99
02/23/2024	ACH7026	SIMS CRANE & EQUIPMENT	\$ 2,431.00
02/23/2024	ACH7027	STANTEC CONSULTING SERVICES	\$ 34,205.25
02/23/2024	ACH7028	SUNSHINE STATE ONE CALL OF FL INC	\$ 202.16
02/23/2024	ACH7029	TERRI BRUMFIELD	\$ 339.29
02/23/2024	ACH7030	TOI TOI USA	\$ 433.48
02/23/2024	ACH7031	UNIVAR SOLUTIONS USA INC	\$ 52,799.11
02/23/2024	ACH7032	Veteran Air, Heating & Electrical	\$ 1,845.00
02/23/2024	DBT022324	United States Treasury	\$ 39,359.88
02/23/2024	DBT02232024	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 444.75
02/26/2024	EFT022624	PNC Bank (Credit Card)	\$ 5,956.64
02/29/2024	DBT022924	FLORIDA DIVISION OF RETIREMENT	\$ 65,533.73
<b>Total</b>			<b>\$ 4,619,288.57</b>



**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**

**CHECK REGISTER: JANUARY & FEBRUARY 2024**

**Alphabetically by Vendor**

**PUBLIC FUNDS INTEREST CHECKING (PNC)**

<b>Date</b>	<b>Document Number</b>	<b>Payee Name / Description</b>	<b>Amount</b>
02/23/2024	ACH6993	Adobe Systems Inc	\$ 266.04
02/09/2024	ACH6942	ADVANTAGE CARE INC.	\$ 40.00
01/12/2024	ACH6856	AIR CENTERS-FLORIDA	\$ 50,768.00
01/12/2024	ACH6857	Air Mechanical & Service Corp	\$ 3,560.00
01/26/2024	ACH6887	Air Mechanical & Service Corp	\$ 78.00
01/26/2024	ACH6888	AIRGAS USA LLC	\$ 1,101.30
02/23/2024	ACH6994	AIRGAS USA LLC	\$ 261.69
01/26/2024	ACH6889	ALFA LAVAL INC	\$ 318.32
01/12/2024	ACH6858	ALLIED UNIVERSAL CORP	\$ 21,598.72
01/26/2024	ACH6890	ALLIED UNIVERSAL CORP	\$ 57,347.29
02/09/2024	ACH6943	ALLIED UNIVERSAL CORP	\$ 21,637.33
02/23/2024	ACH6995	ALLIED UNIVERSAL CORP	\$ 14,411.54
01/12/2024	ACH6859	AMAZON Business	\$ 1,109.18
01/26/2024	ACH6891	AMAZON Business	\$ 826.53
02/09/2024	ACH6944	AMAZON Business	\$ 1,558.23
02/23/2024	ACH6996	AMAZON Business	\$ 632.57
01/12/2024	ACH6860	Apex	\$ 439.71
01/26/2024	ACH6892	Apex	\$ 1,417.74
02/09/2024	ACH6945	Apex	\$ 1,816.92
01/12/2024	ACH6861	Apple Video & Photography Studio	\$ 1,495.00
02/23/2024	ACH6997	Apple Video & Photography Studio	\$ 1,495.00
02/09/2024	ACH6946	BABE'S PLUMBING INC. & FIRE SPRINKLER	\$ 2,631.04
02/09/2024	ACH6947	BATTERIES PLUS BULBS #451	\$ 152.95
01/12/2024	ACH6862	BENCHMARK ENVIROANALYTICAL INC	\$ 7,658.00
01/26/2024	ACH6893	BENCHMARK ENVIROANALYTICAL INC	\$ 2,053.00
02/09/2024	ACH6948	BENCHMARK ENVIROANALYTICAL INC	\$ 3,651.60
02/23/2024	ACH6998	BENCHMARK ENVIROANALYTICAL INC	\$ 63.00
01/12/2024	40022	BILL'S BOTTLED WATER SERVICE	\$ 11.25
02/23/2024	40051	BILL'S BOTTLED WATER SERVICE	\$ 11.25
01/26/2024	40028	BOB DEAN SUPPLY INC	\$ 196.45
01/26/2024	40029	Braden River Utilities LLC	\$ 96.22
02/23/2024	40052	Braden River Utilities LLC	\$ 140.34
02/09/2024	ACH6949	Brimar Industries Inc.	\$ 2,410.66
01/26/2024	ACH6894	Brown and Caldwell	\$ 10,977.50
02/23/2024	ACH6999	Brown and Caldwell	\$ 13,668.75
02/23/2024	40053	Buffalo Graffix	\$ 886.28
01/12/2024	ACH6863	C & S CHEMICALS INC	\$ 123,689.86
01/26/2024	ACH6895	C & S CHEMICALS INC	\$ 73,116.54
02/09/2024	ACH6950	C & S CHEMICALS INC	\$ 57,918.14
02/23/2024	ACH7000	C & S CHEMICALS INC	\$ 111,643.84
02/23/2024	ACH7001	CAROLLO ENGINEERS INC	\$ 3,166.60
01/26/2024	ACH6896	CED - Port Charlotte	\$ 7,628.71
02/09/2024	ACH6951	CED - Port Charlotte	\$ 3,278.74
01/12/2024	ACH6864	CENTURYLINK	\$ 421.55
02/09/2024	ACH6952	CENTURYLINK	\$ 401.80
01/26/2024	ACH6897	CHARLOTTE COUNTY BCC - LANDFILL	\$ 17,128.31
01/12/2024	ACH6865	CHARLOTTE COUNTY BD OF COMMISSIONER	\$ 108,744.05
02/23/2024	ACH7002	CHARLOTTE COUNTY BD OF COMMISSIONER	\$ 106,421.19
01/26/2024	ACH6898	CHARLOTTE COUNTY UTILITIES	\$ 336,727.00

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**

**CHECK REGISTER: JANUARY & FEBRUARY 2024**

**Alphabetically by Vendor**

**PUBLIC FUNDS INTEREST CHECKING (PNC)**

<b>Date</b>	<b>Document Number</b>	<b>Payee Name / Description</b>	<b>Amount</b>
01/26/2024	ACH6899	CHENANGO SUPPLY CO., INC.	\$ 20.96
02/09/2024	ACH6953	CHENANGO SUPPLY CO., INC.	\$ 119.14
01/26/2024	ACH6900	Cimtec Automation, LLC	\$ 2,605.42
01/12/2024	ACH6866	CINTAS	\$ 298.49
01/26/2024	ACH6901	CINTAS	\$ 753.55
02/09/2024	ACH6954	CINTAS	\$ 535.00
02/09/2024	ACH6955	CINTAS FIRE 636525	\$ 300.00
01/26/2024	40030	CITY OF NORTH PORT	\$ 147,298.00
01/26/2024	ACH6902	CLEAVELAND/PRICE INC.	\$ 1,347.22
01/26/2024	ACH6903	COLE-PARMER INSTRUMENT CO	\$ 76.30
02/09/2024	ACH6956	COLE-PARMER INSTRUMENT CO	\$ 521.16
02/09/2024	ACH6957	COOL TODAY	\$ 208.00
01/26/2024	ACH6904	CORONADO LAWN SERVICE OF FL	\$ 2,896.00
02/09/2024	ACH6958	CORONADO LAWN SERVICE OF FL	\$ 4,113.00
01/26/2024	40031	D M CONSTRUCTION CORP	\$ 16,613.84
02/23/2024	40054	D M CONSTRUCTION CORP	\$ 17,204.57
02/09/2024	ACH6959	DELL MARKETING LP	\$ 13,426.06
01/26/2024	40032	DEPARTMENT OF ENVIRONMENTAL PROTECT	\$ 100.00
01/12/2024	40023	DESOTO AUTOMOTIVE ENTERPRISES INC	\$ 1,598.68
02/23/2024	40055	DESOTO AUTOMOTIVE ENTERPRISES INC	\$ 59,127.00
01/26/2024	ACH6905	DESOTO COUNTY (V)	\$ 35,681.00
02/09/2024	ACH6960	DESOTO COUNTY (V)	\$ 66,333.33
02/23/2024	ACH7003	DESOTO COUNTY (V)	\$ 66,333.33
02/09/2024	ACH6961	DESOTO COUNTY BOCC	\$ 3,212.94
02/09/2024	40042	DESOTO COUNTY UTILITITES	\$ 1,591.59
01/26/2024	ACH6906	DMS-FINANCIAL MGMT SERVICES	\$ 452.67
01/12/2024	ACH6867	EARTH BALANCE	\$ 24,950.00
01/26/2024	ACH6907	EARTH BALANCE	\$ 5,537.58
02/09/2024	ACH6962	EARTH BALANCE	\$ 729.13
02/23/2024	ACH7004	EARTH BALANCE	\$ 59,626.25
01/26/2024	ACH6908	ENDRESS+HAUSER, INC.	\$ 2,381.49
02/09/2024	ACH6963	ENDRESS+HAUSER, INC.	\$ 701.17
01/26/2024	ACH6909	EVERGREEN SOLUTIONS, LLC	\$ 5,375.00
01/12/2024	ACH6868	FEDERAL EXPRESS	\$ 297.86
01/26/2024	ACH6910	FEDERAL EXPRESS	\$ 10.49
02/23/2024	ACH7005	FEDERAL EXPRESS	\$ 296.65
02/09/2024	ACH6964	FEL-FT MYERS WATERWORKS	\$ 720.68
02/23/2024	ACH7006	FEL-FT MYERS WATERWORKS	\$ 432.74
01/26/2024	ACH6911	Fisher Scientific	\$ 642.07
02/09/2024	ACH6965	Fisher Scientific	\$ 2,830.99
01/29/2024	DBT012924	FLORIDA DIVISION OF RETIREMENT	\$ 85,264.59
02/29/2024	DBT022924	FLORIDA DIVISION OF RETIREMENT	\$ 65,533.73
01/12/2024	40024	FLORIDA POWER & LIGHT COMPANY	\$ 227,172.85
01/26/2024	40033	FLORIDA POWER & LIGHT COMPANY	\$ 193,984.18
02/09/2024	40043	FLORIDA TECHNICAL PRODUCTS INC	\$ 1,785.50
01/26/2024	ACH6912	Flotech INC	\$ 7,436.47
02/09/2024	ACH6966	Forestry Suppliers INC	\$ 116.78
01/26/2024	ACH6913	FRONTIER COMMUNICATIONS-305	\$ 240.98
02/23/2024	ACH7007	FRONTIER COMMUNICATIONS-305	\$ 240.98

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**

**CHECK REGISTER: JANUARY & FEBRUARY 2024**

**Alphabetically by Vendor**

**PUBLIC FUNDS INTEREST CHECKING (PNC)**

<b>Date</b>	<b>Document Number</b>	<b>Payee Name / Description</b>	<b>Amount</b>
01/12/2024	ACH6869	FRONTIER-941	\$ 252.17
02/09/2024	ACH6967	FRONTIER-941	\$ 252.27
01/26/2024	ACH6914	GRAINGER	\$ 7,512.99
02/09/2024	ACH6968	GRAINGER	\$ 1,817.00
02/23/2024	ACH7008	GRAINGER	\$ 252.72
02/23/2024	ACH7009	GRAY MATTER SYSTEMS INC	\$ 2,205.00
02/09/2024	ACH6969	Gulf Controls Company, Inc.	\$ 795.20
01/26/2024	ACH6915	Hach Company	\$ 3,133.40
02/09/2024	ACH6970	Hach Company	\$ 6,337.78
02/23/2024	ACH7010	HALFACRE CONSTRUCTION COMPANY	\$ 24,225.50
01/26/2024	ACH6916	HAZEN AND SAWYER	\$ 29,872.30
02/23/2024	ACH7011	HAZEN AND SAWYER	\$ 5,557.60
02/09/2024	ACH6971	Henry Meredith	\$ 9.81
01/26/2024	40034	HOME DEPOT	\$ 732.75
02/23/2024	40056	HOME DEPOT	\$ 144.81
02/09/2024	ACH6972	Hudson Pump	\$ 46,130.37
01/26/2024	ACH6917	HVMI LLC	\$ 30,677.95
02/23/2024	ACH7012	HVMI LLC	\$ 40,384.49
01/12/2024	ACH6870	Jacobi Carbons Inc	\$ 68,043.20
01/26/2024	ACH6918	Jacobi Carbons Inc	\$ 70,177.60
02/09/2024	ACH6973	Jacobi Carbons Inc	\$ 70,876.80
02/23/2024	ACH7013	Jacobi Carbons Inc	\$ 69,625.60
01/12/2024	ACH6871	JANICKI ENVIRONMENTAL INC	\$ 24,111.00
02/23/2024	ACH7014	JANICKI ENVIRONMENTAL INC	\$ 27,147.00
01/12/2024	ACH6872	Johnson Controls Security Solutions LLC	\$ 387.11
01/26/2024	ACH6919	Johnson Controls Security Solutions LLC	\$ 1,431.76
02/23/2024	ACH7015	Johnson Controls Security Solutions LLC	\$ 1,195.00
01/12/2024	ACH6873	JOHNSON ENGINEERING INC	\$ 58,915.03
02/09/2024	ACH6974	JOHNSON ENGINEERING INC	\$ 47,767.50
02/23/2024	ACH7016	JOHNSON ENGINEERING INC	\$ 26,625.00
02/23/2024	40057	KED GROUP INC	\$ 7,774.00
01/26/2024	ACH6920	KIMLEY-HORN AND ASSOCIATES INC	\$ 2,384.88
02/09/2024	ACH6975	KIMLEY-HORN AND ASSOCIATES INC	\$ 2,761.44
01/12/2024	ACH6874	Locher Environmental LLC	\$ 24,700.00
01/26/2024	ACH6922	Lumen - Centurylink 3363	\$ 157.89
02/23/2024	ACH7018	Lumen - Centurylink 3363	\$ 169.31
01/12/2024	ACH6875	Lumen-CenturyLink-6358	\$ 1,647.53
01/26/2024	ACH6921	Lumen-CenturyLink-6358	\$ 1,647.71
02/23/2024	ACH7017	Lumen-CenturyLink-6358	\$ 1,647.71
02/09/2024	ACH6976	MADER ELECTRIC INC	\$ 11,909.80
01/12/2024	40025	Manatee County Utilities Department	\$ 323.33
02/09/2024	40044	Manatee County Utilities Department	\$ 330.79
01/26/2024	ACH6923	MANSON BOLVES DONALDSON TANNER	\$ 13,600.00
02/23/2024	ACH7019	Matt's Lawn Service	\$ 2,125.00
01/26/2024	ACH6924	McKim and Creed INC	\$ 2,523.00
01/26/2024	ACH6925	MSC INDUSTRIAL SUPPLY CO	\$ 1,083.12
02/09/2024	ACH6977	MSC INDUSTRIAL SUPPLY CO	\$ 992.09
01/12/2024	ACH6876	Natural Resources LLC	\$ 5,492.36
02/23/2024	ACH7020	Natural Resources LLC	\$ 70,365.26

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**

**CHECK REGISTER: JANUARY & FEBRUARY 2024**

**Alphabetically by Vendor**

**PUBLIC FUNDS INTEREST CHECKING (PNC)**

<b>Date</b>	<b>Document Number</b>	<b>Payee Name / Description</b>	<b>Amount</b>
02/09/2024	40045	NaturZone Pest Control	\$ 150.79
02/23/2024	ACH7021	NAVITAS CREDIT CORP	\$ 211.58
02/09/2024	ACH6978	OVIVO USA LLC	\$ 175,000.00
01/26/2024	ACH6926	Pitney Bowes Purchase Power	\$ 200.00
02/23/2024	ACH7022	Pitney Bowes Purchase Power	\$ 134.98
01/23/2024	EFT012324	PNC Bank (Credit Card)	\$ 9,425.45
02/26/2024	EFT022624	PNC Bank (Credit Card)	\$ 5,956.64
01/12/2024	40026	PNC Bank N A	\$ 103,762.02
01/26/2024	40035	PNC Bank N A	\$ 2,268.49
01/26/2024	ACH6927	Precision Gate & Security Inc	\$ 989.00
01/26/2024	ACH6928	PRO-CHEM INC	\$ 1,140.14
02/09/2024	ACH6979	PRO-CHEM INC	\$ 606.70
01/26/2024	ACH6929	Public Resources Advisory Group Inc	\$ 2,887.92
02/23/2024	ACH7023	Public Resources Advisory Group Inc	\$ 3,575.00
01/11/2024		QuickBooks Payroll Service	\$ 132,031.35
01/25/2024		QuickBooks Payroll Service	\$ 122,940.67
02/08/2024		QuickBooks Payroll Service	\$ 123,319.12
02/22/2024		QuickBooks Payroll Service	\$ 123,050.19
01/26/2024	ACH6930	RESPEC Company LLC	\$ 5,927.50
02/23/2024	ACH7024	RESPEC Company LLC	\$ 25,105.00
01/12/2024	ACH6877	REXEL USA Inc	\$ 10,169.65
01/26/2024	ACH6931	REXEL USA Inc	\$ 5,258.04
02/09/2024	ACH6980	RING POWER CORPORATION	\$ 1,835.97
01/26/2024	ACH6932	Rite Technology	\$ 1,852.51
02/23/2024	ACH7025	Rite Technology	\$ 2,400.99
01/12/2024	ACH6878	RS Americas	\$ 104.83
01/26/2024	ACH6933	RS Americas	\$ 121.00
01/26/2024	40036	SAM'S CLUB	\$ 558.72
02/23/2024	40058	SAM'S CLUB	\$ 103.70
02/09/2024	40046	SARASOTA COUNTY ENVIRONMENTAL UTILITIES	\$ 9,496.15
02/09/2024	ACH6981	SIMS CRANE & EQUIPMENT	\$ 1,823.25
02/23/2024	ACH7026	SIMS CRANE & EQUIPMENT	\$ 2,431.00
02/09/2024	40047	SMITH RANCH & GARDEN INC	\$ 833.00
01/26/2024	40037	SPECIALTY PARTS	\$ 79.88
01/26/2024	ACH6934	STANTEC CONSULTING SERVICES	\$ 16,749.50
02/09/2024	ACH6982	STANTEC CONSULTING SERVICES	\$ 17,955.15
02/23/2024	ACH7027	STANTEC CONSULTING SERVICES	\$ 34,205.25
01/12/2024	DBT11224	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 444.75
01/26/2024	DBT01262024	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 444.75
02/09/2024	DBT020924	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 444.75
02/23/2024	DBT02232024	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 444.75
02/09/2024	ACH6983	Sumner Land Management LLC	\$ 9,680.10
01/12/2024	ACH6879	SUNSHINE ACE HARDWARE	\$ 72.53
01/26/2024	ACH6935	SUNSHINE ACE HARDWARE	\$ 491.19
02/09/2024	ACH6984	SUNSHINE ACE HARDWARE	\$ 225.89
02/23/2024	ACH7028	SUNSHINE STATE ONE CALL OF FL INC	\$ 202.16
01/26/2024	ACH6936	Tanner Industries, Inc	\$ 6,403.16
02/09/2024	ACH6985	Tanner Industries, Inc	\$ 6,406.45
02/23/2024	ACH7029	TERRI BRUMFIELD	\$ 339.29

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**

**CHECK REGISTER: JANUARY & FEBRUARY 2024**

**Alphabetically by Vendor**

**PUBLIC FUNDS INTEREST CHECKING (PNC)**

<b>Date</b>	<b>Document Number</b>	<b>Payee Name / Description</b>	<b>Amount</b>
01/26/2024	40038	TEST GAUGE INC	\$ 650.18
01/12/2024	ACH6880	TOI TOI USA	\$ 433.48
02/23/2024	ACH7030	TOI TOI USA	\$ 433.48
01/26/2024	40039	TRACTOR SUPPLY COMPANY CREDIT PLAN	\$ 155.92
02/09/2024	40048	TRACTOR SUPPLY COMPANY CREDIT PLAN	\$ 129.90
01/26/2024	ACH6937	TRINOVA INC.	\$ 5,032.76
02/09/2024	ACH6986	TRINOVA INC.	\$ 1,325.70
02/09/2024	40049	TRULY NOLEN Branch 093	\$ 545.00
01/26/2024	ACH6938	UNITED STATES GEOLOGICAL SURVEY	\$ 9,390.00
01/12/2024	DBT01122024	United States Treasury	\$ 54,212.44
01/26/2024	DBT012624	United States Treasury	\$ 45,665.02
02/09/2024	DBT02092024	United States Treasury	\$ 39,682.86
02/23/2024	DBT022324	United States Treasury	\$ 39,359.88
01/12/2024	ACH6881	UNIVAR SOLUTIONS USA INC	\$ 44,021.67
01/26/2024	ACH6939	UNIVAR SOLUTIONS USA INC	\$ 21,294.87
02/09/2024	ACH6987	UNIVAR SOLUTIONS USA INC	\$ 52,984.07
02/23/2024	ACH7031	UNIVAR SOLUTIONS USA INC	\$ 52,799.11
01/12/2024	ACH6882	USA Bluebook	\$ 6,867.78
01/26/2024	ACH6940	USA Bluebook	\$ 687.02
02/09/2024	ACH6988	USA Bluebook	\$ 189.76
01/09/2024	DBT011224	Valic	\$ 67,891.04
01/23/2024	DBT01.26.24	Valic	\$ 39,479.74
02/06/2024	DBT020624	Valic	\$ 9,194.99
02/20/2024	DBT022024	Valic	\$ 9,190.86
01/12/2024	ACH6884	Vanguard Cleaning Systems of SW Florida	\$ 2,400.00
02/09/2024	ACH6989	Vanguard Cleaning Systems of SW Florida	\$ 2,400.00
01/26/2024	40040	VERIZON WIRELESS	\$ 102.39
02/23/2024	40059	VERIZON WIRELESS	\$ 96.98
02/09/2024	ACH6990	Vertiv Corporation	\$ 3,750.19
02/23/2024	ACH7032	Veteran Air, Heating & Electrical	\$ 1,845.00
01/12/2024	ACH6885	VOYAGER FLEET SYSTEMS INC	\$ 3,980.18
02/09/2024	ACH6991	VOYAGER FLEET SYSTEMS INC	\$ 3,563.64
01/12/2024	40027	Waste Pro Bradenton/Sarasota	\$ 190.00
02/09/2024	40050	Waste Pro Bradenton/Sarasota	\$ 190.00
01/12/2024	ACH6886	WOMACK SANITATION INC	\$ 453.00
02/09/2024	ACH6992	WOMACK SANITATION INC	\$ 900.00
01/26/2024	ACH6941	Xylem Water Solutions U.S.A., Inc.	\$ 3,157.69
<b>Total</b>			<b>\$ 4,619,288.57</b>

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**

**CHECK REGISTER: JANUARY & FEBRUARY 2024**

**By Amount Largest to Smallest**

**PUBLIC FUNDS INTEREST CHECKING (PNC)**

<b>Date</b>	<b>Document Number</b>	<b>Payee Name / Description</b>	<b>Amount</b>
01/26/2024	ACH6898	CHARLOTTE COUNTY UTILITIES	\$ 336,727.00
01/12/2024	40024	FLORIDA POWER & LIGHT COMPANY	\$ 227,172.85
01/26/2024	40033	FLORIDA POWER & LIGHT COMPANY	\$ 193,984.18
02/09/2024	ACH6978	OVIVO USA LLC	\$ 175,000.00
01/26/2024	40030	CITY OF NORTH PORT	\$ 147,298.00
01/11/2024		QuickBooks Payroll Service	\$ 132,031.35
01/12/2024	ACH6863	C & S CHEMICALS INC	\$ 123,689.86
02/08/2024		QuickBooks Payroll Service	\$ 123,319.12
02/22/2024		QuickBooks Payroll Service	\$ 123,050.19
01/25/2024		QuickBooks Payroll Service	\$ 122,940.67
02/23/2024	ACH7000	C & S CHEMICALS INC	\$ 111,643.84
01/12/2024	ACH6865	CHARLOTTE COUNTY BD OF COMMISSIONER	\$ 108,744.05
02/23/2024	ACH7002	CHARLOTTE COUNTY BD OF COMMISSIONER	\$ 106,421.19
01/12/2024	40026	PNC Bank N A	\$ 103,762.02
01/29/2024	DBT012924	FLORIDA DIVISION OF RETIREMENT	\$ 85,264.59
01/26/2024	ACH6895	C & S CHEMICALS INC	\$ 73,116.54
02/09/2024	ACH6973	Jacobi Carbons Inc	\$ 70,876.80
02/23/2024	ACH7020	Natural Resources LLC	\$ 70,365.26
01/26/2024	ACH6918	Jacobi Carbons Inc	\$ 70,177.60
02/23/2024	ACH7013	Jacobi Carbons Inc	\$ 69,625.60
01/12/2024	ACH6870	Jacobi Carbons Inc	\$ 68,043.20
01/09/2024	DBT011224	Valic	\$ 67,891.04
02/09/2024	ACH6960	DESOTO COUNTY (V)	\$ 66,333.33
02/23/2024	ACH7003	DESOTO COUNTY (V)	\$ 66,333.33
02/29/2024	DBT022924	FLORIDA DIVISION OF RETIREMENT	\$ 65,533.73
02/23/2024	ACH7004	EARTH BALANCE	\$ 59,626.25
02/23/2024	40055	DESOTO AUTOMOTIVE ENTERPRISES INC	\$ 59,127.00
01/12/2024	ACH6873	JOHNSON ENGINEERING INC	\$ 58,915.03
02/09/2024	ACH6950	C & S CHEMICALS INC	\$ 57,918.14
01/26/2024	ACH6890	ALLIED UNIVERSAL CORP	\$ 57,347.29
01/12/2024	DBT01122024	United States Treasury	\$ 54,212.44
02/09/2024	ACH6987	UNIVAR SOLUTIONS USA INC	\$ 52,984.07
02/23/2024	ACH7031	UNIVAR SOLUTIONS USA INC	\$ 52,799.11
01/12/2024	ACH6856	AIR CENTERS-FLORIDA	\$ 50,768.00
02/09/2024	ACH6974	JOHNSON ENGINEERING INC	\$ 47,767.50
02/09/2024	ACH6972	Hudson Pump	\$ 46,130.37
01/26/2024	DBT012624	United States Treasury	\$ 45,665.02
01/12/2024	ACH6881	UNIVAR SOLUTIONS USA INC	\$ 44,021.67
02/23/2024	ACH7012	HVMI LLC	\$ 40,384.49
02/09/2024	DBT02092024	United States Treasury	\$ 39,682.86
01/23/2024	DBT01.26.24	Valic	\$ 39,479.74
02/23/2024	DBT022324	United States Treasury	\$ 39,359.88
01/26/2024	ACH6905	DESOTO COUNTY (V)	\$ 35,681.00
02/23/2024	ACH7027	STANTEC CONSULTING SERVICES	\$ 34,205.25
01/26/2024	ACH6917	HVMI LLC	\$ 30,677.95
01/26/2024	ACH6916	HAZEN AND SAWYER	\$ 29,872.30
02/23/2024	ACH7014	JANICKI ENVIRONMENTAL INC	\$ 27,147.00
02/23/2024	ACH7016	JOHNSON ENGINEERING INC	\$ 26,625.00
02/23/2024	ACH7024	RESPEC Company LLC	\$ 25,105.00



**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**

**CHECK REGISTER: JANUARY & FEBRUARY 2024**

**By Amount Largest to Smallest**

**PUBLIC FUNDS INTEREST CHECKING (PNC)**

<b>Date</b>	<b>Document Number</b>	<b>Payee Name / Description</b>	<b>Amount</b>
01/12/2024	ACH6867	EARTH BALANCE	\$ 24,950.00
01/12/2024	ACH6874	Locher Environmental LLC	\$ 24,700.00
02/23/2024	ACH7010	HALFACRE CONSTRUCTION COMPANY	\$ 24,225.50
01/12/2024	ACH6871	JANICKI ENVIRONMENTAL INC	\$ 24,111.00
02/09/2024	ACH6943	ALLIED UNIVERSAL CORP	\$ 21,637.33
01/12/2024	ACH6858	ALLIED UNIVERSAL CORP	\$ 21,598.72
01/26/2024	ACH6939	UNIVAR SOLUTIONS USA INC	\$ 21,294.87
02/09/2024	ACH6982	STANTEC CONSULTING SERVICES	\$ 17,955.15
02/23/2024	40054	D M CONSTRUCTION CORP	\$ 17,204.57
01/26/2024	ACH6897	CHARLOTTE COUNTY BCC - LANDFILL	\$ 17,128.31
01/26/2024	ACH6934	STANTEC CONSULTING SERVICES	\$ 16,749.50
01/26/2024	40031	D M CONSTRUCTION CORP	\$ 16,613.84
02/23/2024	ACH6995	ALLIED UNIVERSAL CORP	\$ 14,411.54
02/23/2024	ACH6999	Brown and Caldwell	\$ 13,668.75
01/26/2024	ACH6923	MANSON BOLVES DONALDSON TANNER	\$ 13,600.00
02/09/2024	ACH6959	DELL MARKETING LP	\$ 13,426.06
02/09/2024	ACH6976	MADER ELECTRIC INC	\$ 11,909.80
01/26/2024	ACH6894	Brown and Caldwell	\$ 10,977.50
01/12/2024	ACH6877	REXEL USA Inc	\$ 10,169.65
02/09/2024	ACH6983	Sumner Land Management LLC	\$ 9,680.10
02/09/2024	40046	SARASOTA COUNTY ENVIRONMENTAL UTILITIES	\$ 9,496.15
01/23/2024	EFT012324	PNC Bank (Credit Card)	\$ 9,425.45
01/26/2024	ACH6938	UNITED STATES GEOLOGICAL SURVEY	\$ 9,390.00
02/06/2024	DBT020624	Valic	\$ 9,194.99
02/20/2024	DBT022024	Valic	\$ 9,190.86
02/23/2024	40057	KED GROUP INC	\$ 7,774.00
01/12/2024	ACH6862	BENCHMARK ENVIROANALYTICAL INC	\$ 7,658.00
01/26/2024	ACH6896	CED - Port Charlotte	\$ 7,628.71
01/26/2024	ACH6914	GRAINGER	\$ 7,512.99
01/26/2024	ACH6912	Flotech INC	\$ 7,436.47
01/12/2024	ACH6882	USA Bluebook	\$ 6,867.78
02/09/2024	ACH6985	Tanner Industries, Inc	\$ 6,406.45
01/26/2024	ACH6936	Tanner Industries, Inc	\$ 6,403.16
02/09/2024	ACH6970	Hach Company	\$ 6,337.78
02/26/2024	EFT022624	PNC Bank (Credit Card)	\$ 5,956.64
01/26/2024	ACH6930	RESPEC Company LLC	\$ 5,927.50
02/23/2024	ACH7011	HAZEN AND SAWYER	\$ 5,557.60
01/26/2024	ACH6907	EARTH BALANCE	\$ 5,537.58
01/12/2024	ACH6876	Natural Resources LLC	\$ 5,492.36
01/26/2024	ACH6909	EVERGREEN SOLUTIONS, LLC	\$ 5,375.00
01/26/2024	ACH6931	REXEL USA Inc	\$ 5,258.04
01/26/2024	ACH6937	TRINOVA INC.	\$ 5,032.76
02/09/2024	ACH6958	CORONADO LAWN SERVICE OF FL	\$ 4,113.00
01/12/2024	ACH6885	VOYAGER FLEET SYSTEMS INC	\$ 3,980.18
02/09/2024	ACH6990	Vertiv Corporation	\$ 3,750.19
02/09/2024	ACH6948	BENCHMARK ENVIROANALYTICAL INC	\$ 3,651.60
02/23/2024	ACH7023	Public Resources Advisory Group Inc	\$ 3,575.00
02/09/2024	ACH6991	VOYAGER FLEET SYSTEMS INC	\$ 3,563.64
01/12/2024	ACH6857	Air Mechanical & Service Corp	\$ 3,560.00

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**

**CHECK REGISTER: JANUARY & FEBRUARY 2024**

**By Amount Largest to Smallest**

**PUBLIC FUNDS INTEREST CHECKING (PNC)**

<b>Date</b>	<b>Document Number</b>	<b>Payee Name / Description</b>	<b>Amount</b>
02/09/2024	ACH6951	CED - Port Charlotte	\$ 3,278.74
02/09/2024	ACH6961	DESOTO COUNTY BOCC	\$ 3,212.94
02/23/2024	ACH7001	CAROLLO ENGINEERS INC	\$ 3,166.60
01/26/2024	ACH6941	Xylem Water Solutions U.S.A., Inc.	\$ 3,157.69
01/26/2024	ACH6915	Hach Company	\$ 3,133.40
01/26/2024	ACH6904	CORONADO LAWN SERVICE OF FL	\$ 2,896.00
01/26/2024	ACH6929	Public Resources Advisory Group Inc	\$ 2,887.92
02/09/2024	ACH6965	Fisher Scientific	\$ 2,830.99
02/09/2024	ACH6975	KIMLEY-HORN AND ASSOCIATES INC	\$ 2,761.44
02/09/2024	ACH6946	BABE'S PLUMBING INC. & FIRE SPRINKLER	\$ 2,631.04
01/26/2024	ACH6900	Cimtec Automation, LLC	\$ 2,605.42
01/26/2024	ACH6924	McKim and Creed INC	\$ 2,523.00
02/23/2024	ACH7026	SIMS CRANE & EQUIPMENT	\$ 2,431.00
02/09/2024	ACH6949	Brimar Industries Inc.	\$ 2,410.66
02/23/2024	ACH7025	Rite Technology	\$ 2,400.99
01/12/2024	ACH6884	Vanguard Cleaning Systems of SW Florida	\$ 2,400.00
02/09/2024	ACH6989	Vanguard Cleaning Systems of SW Florida	\$ 2,400.00
01/26/2024	ACH6920	KIMLEY-HORN AND ASSOCIATES INC	\$ 2,384.88
01/26/2024	ACH6908	ENDRESS+HAUSER, INC.	\$ 2,381.49
01/26/2024	40035	PNC Bank N A	\$ 2,268.49
02/23/2024	ACH7009	GRAY MATTER SYSTEMS INC	\$ 2,205.00
02/23/2024	ACH7019	Matt's Lawn Service	\$ 2,125.00
01/26/2024	ACH6893	BENCHMARK ENVIROANALYTICAL INC	\$ 2,053.00
01/26/2024	ACH6932	Rite Technology	\$ 1,852.51
02/23/2024	ACH7032	Veteran Air, Heating & Electrical	\$ 1,845.00
02/09/2024	ACH6980	RING POWER CORPORATION	\$ 1,835.97
02/09/2024	ACH6981	SIMS CRANE & EQUIPMENT	\$ 1,823.25
02/09/2024	ACH6968	GRAINGER	\$ 1,817.00
02/09/2024	ACH6945	Apex	\$ 1,816.92
02/09/2024	40043	FLORIDA TECHNICAL PRODUCTS INC	\$ 1,785.50
01/26/2024	ACH6921	Lumen-CenturyLink-6358	\$ 1,647.71
02/23/2024	ACH7017	Lumen-CenturyLink-6358	\$ 1,647.71
01/12/2024	ACH6875	Lumen-CenturyLink-6358	\$ 1,647.53
01/12/2024	40023	DESOTO AUTOMOTIVE ENTERPRISES INC	\$ 1,598.68
02/09/2024	40042	DESOTO COUNTY UTILITITES	\$ 1,591.59
02/09/2024	ACH6944	AMAZON Business	\$ 1,558.23
01/12/2024	ACH6861	Apple Video & Photography Studio	\$ 1,495.00
02/23/2024	ACH6997	Apple Video & Photography Studio	\$ 1,495.00
01/26/2024	ACH6919	Johnson Controls Security Solutions LLC	\$ 1,431.76
01/26/2024	ACH6892	Apex	\$ 1,417.74
01/26/2024	ACH6902	CLEAVELAND/PRICE INC.	\$ 1,347.22
02/09/2024	ACH6986	TRINOVA INC.	\$ 1,325.70
02/23/2024	ACH7015	Johnson Controls Security Solutions LLC	\$ 1,195.00
01/26/2024	ACH6928	PRO-CHEM INC	\$ 1,140.14
01/12/2024	ACH6859	AMAZON Business	\$ 1,109.18
01/26/2024	ACH6888	AIRGAS USA LLC	\$ 1,101.30
01/26/2024	ACH6925	MSC INDUSTRIAL SUPPLY CO	\$ 1,083.12
02/09/2024	ACH6977	MSC INDUSTRIAL SUPPLY CO	\$ 992.09
01/26/2024	ACH6927	Precision Gate & Security Inc	\$ 989.00

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**

**CHECK REGISTER: JANUARY & FEBRUARY 2024**

**By Amount Largest to Smallest**

**PUBLIC FUNDS INTEREST CHECKING (PNC)**

<b>Date</b>	<b>Document Number</b>	<b>Payee Name / Description</b>	<b>Amount</b>
02/09/2024	ACH6992	WOMACK SANITATION INC	\$ 900.00
02/23/2024	40053	Buffalo Graffix	\$ 886.28
02/09/2024	40047	SMITH RANCH & GARDEN INC	\$ 833.00
01/26/2024	ACH6891	AMAZON Business	\$ 826.53
02/09/2024	ACH6969	Gulf Controls Company, Inc.	\$ 795.20
01/26/2024	ACH6901	CINTAS	\$ 753.55
01/26/2024	40034	HOME DEPOT	\$ 732.75
02/09/2024	ACH6962	EARTH BALANCE	\$ 729.13
02/09/2024	ACH6964	FEL-FT MYERS WATERWORKS	\$ 720.68
02/09/2024	ACH6963	ENDRESS+HAUSER, INC.	\$ 701.17
01/26/2024	ACH6940	USA Bluebook	\$ 687.02
01/26/2024	40038	TEST GAUGE INC	\$ 650.18
01/26/2024	ACH6911	Fisher Scientific	\$ 642.07
02/23/2024	ACH6996	AMAZON Business	\$ 632.57
02/09/2024	ACH6979	PRO-CHEM INC	\$ 606.70
01/26/2024	40036	SAM'S CLUB	\$ 558.72
02/09/2024	40049	TRULY NOLEN Branch 093	\$ 545.00
02/09/2024	ACH6954	CINTAS	\$ 535.00
02/09/2024	ACH6956	COLE-PARMER INSTRUMENT CO	\$ 521.16
01/26/2024	ACH6935	SUNSHINE ACE HARDWARE	\$ 491.19
01/12/2024	ACH6886	WOMACK SANITATION INC	\$ 453.00
01/26/2024	ACH6906	DMS-FINANCIAL MGMT SERVICES	\$ 452.67
01/12/2024	DBT11224	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 444.75
01/26/2024	DBT01262024	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 444.75
02/09/2024	DBT020924	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 444.75
02/23/2024	DBT02232024	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 444.75
01/12/2024	ACH6860	Apex	\$ 439.71
01/12/2024	ACH6880	TOI TOI USA	\$ 433.48
02/23/2024	ACH7030	TOI TOI USA	\$ 433.48
02/23/2024	ACH7006	FEL-FT MYERS WATERWORKS	\$ 432.74
01/12/2024	ACH6864	CENTURYLINK	\$ 421.55
02/09/2024	ACH6952	CENTURYLINK	\$ 401.80
01/12/2024	ACH6872	Johnson Controls Security Solutions LLC	\$ 387.11
02/23/2024	ACH7029	TERRI BRUMFIELD	\$ 339.29
02/09/2024	40044	Manatee County Utilities Department	\$ 330.79
01/12/2024	40025	Manatee County Utilities Department	\$ 323.33
01/26/2024	ACH6889	ALFA LAVAL INC	\$ 318.32
02/09/2024	ACH6955	CINTAS FIRE 636525	\$ 300.00
01/12/2024	ACH6866	CINTAS	\$ 298.49
01/12/2024	ACH6868	FEDERAL EXPRESS	\$ 297.86
02/23/2024	ACH7005	FEDERAL EXPRESS	\$ 296.65
02/23/2024	ACH6993	Adobe Systems Inc	\$ 266.04
02/23/2024	ACH6994	AIRGAS USA LLC	\$ 261.69
02/23/2024	ACH7008	GRAINGER	\$ 252.72
02/09/2024	ACH6967	FRONTIER-941	\$ 252.27
01/12/2024	ACH6869	FRONTIER-941	\$ 252.17
01/26/2024	ACH6913	FRONTIER COMMUNICATIONS-305	\$ 240.98
02/23/2024	ACH7007	FRONTIER COMMUNICATIONS-305	\$ 240.98
02/09/2024	ACH6984	SUNSHINE ACE HARDWARE	\$ 225.89

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**

**CHECK REGISTER: JANUARY & FEBRUARY 2024**

**By Amount Largest to Smallest**

**PUBLIC FUNDS INTEREST CHECKING (PNC)**

<b>Date</b>	<b>Document Number</b>	<b>Payee Name / Description</b>	<b>Amount</b>
02/23/2024	ACH7021	NAVITAS CREDIT CORP	\$ 211.58
02/09/2024	ACH6957	COOL TODAY	\$ 208.00
02/23/2024	ACH7028	SUNSHINE STATE ONE CALL OF FL INC	\$ 202.16
01/26/2024	ACH6926	Pitney Bowes Purchase Power	\$ 200.00
01/26/2024	40028	BOB DEAN SUPPLY INC	\$ 196.45
01/12/2024	40027	Waste Pro Bradenton/Sarasota	\$ 190.00
02/09/2024	40050	Waste Pro Bradenton/Sarasota	\$ 190.00
02/09/2024	ACH6988	USA Bluebook	\$ 189.76
02/23/2024	ACH7018	Lumen - Centurylink 3363	\$ 169.31
01/26/2024	ACH6922	Lumen - Centurylink 3363	\$ 157.89
01/26/2024	40039	TRACTOR SUPPLY COMPANY CREDIT PLAN	\$ 155.92
02/09/2024	ACH6947	BATTERIES PLUS BULBS #451	\$ 152.95
02/09/2024	40045	NaturZone Pest Control	\$ 150.79
02/23/2024	40056	HOME DEPOT	\$ 144.81
02/23/2024	40052	Braden River Utilities LLC	\$ 140.34
02/23/2024	ACH7022	Pitney Bowes Purchase Power	\$ 134.98
02/09/2024	40048	TRACTOR SUPPLY COMPANY CREDIT PLAN	\$ 129.90
01/26/2024	ACH6933	RS Americas	\$ 121.00
02/09/2024	ACH6953	CHENANGO SUPPLY CO., INC.	\$ 119.14
02/09/2024	ACH6966	Forestry Suppliers INC	\$ 116.78
01/12/2024	ACH6878	RS Americas	\$ 104.83
02/23/2024	40058	SAM'S CLUB	\$ 103.70
01/26/2024	40040	VERIZON WIRELESS	\$ 102.39
01/26/2024	40032	DEPARTMENT OF ENVIRONMENTAL PROTECT	\$ 100.00
02/23/2024	40059	VERIZON WIRELESS	\$ 96.98
01/26/2024	40029	Braden River Utilities LLC	\$ 96.22
01/26/2024	40037	SPECIALTY PARTS	\$ 79.88
01/26/2024	ACH6887	Air Mechanical & Service Corp	\$ 78.00
01/26/2024	ACH6903	COLE-PARMER INSTRUMENT CO	\$ 76.30
01/12/2024	ACH6879	SUNSHINE ACE HARDWARE	\$ 72.53
02/23/2024	ACH6998	BENCHMARK ENVIROANALYTICAL INC	\$ 63.00
02/09/2024	ACH6942	ADVANTAGE CARE INC.	\$ 40.00
01/26/2024	ACH6899	CHENANGO SUPPLY CO., INC.	\$ 20.96
01/12/2024	40022	BILL'S BOTTLED WATER SERVICE	\$ 11.25
02/23/2024	40051	BILL'S BOTTLED WATER SERVICE	\$ 11.25
01/26/2024	ACH6910	FEDERAL EXPRESS	\$ 10.49
02/09/2024	ACH6971	Henry Meredith	\$ 9.81
<b>Total</b>			<b>\$ 4,619,288.57</b>

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY  
CHECK REGISTER: JANUARY & FEBRUARY 2024**

**CONSTRUCTION CHECKING (PNC)**

<b>Date</b>	<b>Document Number</b>	<b>Payee Name / Description</b>	<b>Amount</b>
01/12/2024	CACH307	Brown and Caldwell	\$ 28,648.35
01/26/2024	2803	Woodruff & Sons, Inc.	\$ 307,978.50
01/26/2024	CACH308	Brown and Caldwell	\$ 8,620.56
01/26/2024	CACH309	CAROLLO ENGINEERS INC	\$ 676,570.88
01/26/2024	CACH310	GARNEY CONSTRUCTION	\$ 2,153,481.78
01/26/2024	CACH311	HDR ENGINEERING INC	\$ 352,393.11
01/26/2024	CACH312	MANSON BOLVES DONALDSON TANNER	\$ 29,949.80
01/26/2024	CACH313	Wade Trim INC	\$ 13,770.02
01/29/2024	2804	FLORIDA DEPT OF ENVIRONMENTAL PROT	\$ 50,000.00
02/09/2024	CACH314	Ardurra Group (CIP)	\$ 220.00
02/23/2024	2805	Woodruff & Sons, Inc.	\$ 66,153.68
02/23/2024	CACH315	BLACK & VEATCH	\$ 33,703.50
02/23/2024	CACH316	Brown and Caldwell	\$ 11,823.65
02/23/2024	CACH317	CAROLLO ENGINEERS INC	\$ 33,842.42
02/23/2024	CACH318	GARNEY CONSTRUCTION	\$ 810,929.34
02/23/2024	CACH319	HDR ENGINEERING INC	\$ 469,176.41
<b>Total</b>			<b>\$ 5,047,262.00</b>

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**

**CHECK REGISTER: JANUARY & FEBRUARY 2024**

**Alphabetically by Vendor**

**CONSTRUCTION CHECKING (PNC)**

<b>Date</b>	<b>Document Number</b>	<b>Payee Name / Description</b>	<b>Amount</b>
02/09/2024	CACH314	Ardurra Group	\$ 220.00
02/23/2024	CACH315	BLACK & VEATCH	\$ 33,703.50
01/12/2024	CACH307	Brown and Caldwell	\$ 28,648.35
01/26/2024	CACH308	Brown and Caldwell	\$ 8,620.56
02/23/2024	CACH316	Brown and Caldwell	\$ 11,823.65
01/26/2024	CACH309	CAROLLO ENGINEERS INC	\$ 676,570.88
02/23/2024	CACH317	CAROLLO ENGINEERS INC	\$ 33,842.42
01/29/2024	2804	FLORIDA DEPT OF ENVIRONMENTAL PROT	\$ 50,000.00
01/26/2024	CACH310	GARNEY CONSTRUCTION	\$ 2,153,481.78
02/23/2024	CACH318	GARNEY CONSTRUCTION	\$ 810,929.34
01/26/2024	CACH311	HDR ENGINEERING INC	\$ 352,393.11
02/23/2024	CACH319	HDR ENGINEERING INC	\$ 469,176.41
01/26/2024	CACH312	MANSON BOLVES DONALDSON TANNER	\$ 29,949.80
01/26/2024	CACH313	Wade Trim INC	\$ 13,770.02
01/26/2024	2803	Woodruff & Sons, Inc.	\$ 307,978.50
02/23/2024	2805	Woodruff & Sons, Inc.	\$ 66,153.68
<b>Total</b>			<b>\$ 5,047,262.00</b>



**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**

**CHECK REGISTER: JANUARY & FEBRUARY 2024**

**By Amount Largest to Smallest**

**CONSTRUCTION CHECKING (PNC)**

<b>Date</b>	<b>Document Number</b>	<b>Payee Name / Description</b>	<b>Amount</b>
01/26/2024	CACH310	GARNEY CONSTRUCTION	\$ 2,153,481.78
02/23/2024	CACH318	GARNEY CONSTRUCTION	\$ 810,929.34
01/26/2024	CACH309	CAROLLO ENGINEERS INC	\$ 676,570.88
02/23/2024	CACH319	HDR ENGINEERING INC	\$ 469,176.41
01/26/2024	CACH311	HDR ENGINEERING INC	\$ 352,393.11
01/26/2024	2803	Woodruff & Sons, Inc.	\$ 307,978.50
02/23/2024	2805	Woodruff & Sons, Inc.	\$ 66,153.68
01/29/2024	2804	FLORIDA DEPT OF ENVIRONMENTAL PROT	\$ 50,000.00
02/23/2024	CACH317	CAROLLO ENGINEERS INC	\$ 33,842.42
02/23/2024	CACH315	BLACK & VEATCH	\$ 33,703.50
01/26/2024	CACH312	MANSON BOLVES DONALDSON TANNER	\$ 29,949.80
01/12/2024	CACH307	Brown and Caldwell	\$ 28,648.35
01/26/2024	CACH313	Wade Trim INC	\$ 13,770.02
02/23/2024	CACH316	Brown and Caldwell	\$ 11,823.65
01/26/2024	CACH308	Brown and Caldwell	\$ 8,620.56
02/09/2024	CACH314	Ardurra Group	\$ 220.00
<b>Total</b>			<b>\$ 5,047,262.00</b>

***PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY  
BOARD OF DIRECTORS MEETING  
April 3, 2024***

**ROUTINE STATUS REPORTS  
ITEM 3**

**Peace River Regional Reservoir No. 3 (PR3) – Project Update**

## **ROUTINE STATUS REPORTS ITEM 3**

### **Project Status Report**

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

**Date:** April 3, 2024

**Prepared by:** Terri Holcomb, PE, Director of Engineering

---

### **Project Description**

The key to the 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 the 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 and the water treatment plant expansion, now called the "Surface Water Supply Expansion Project" 0. The Southwest Florida Water Management District is funding the Final Design and Construction portion of the PR3 Project in the amount of \$115,700,000.

### **Current status**

Work Order No. 3 'Peace River Regional Reservoir No. 3 (PR3) Final Design and Permitting with HDR Engineering, Inc. includes environmental and geotechnical site characterization; 60%, 90%, 100% and Ready to Advertise Design Documents; Environmental Permitting efforts to secure the ERP and development of mitigation design documents to support the ERP. Board Approval of Work Order No. 3 – Peace River Regional Reservoir No. 3 (PR3) Final Design and Permitting in the amount of \$8,408,449 was approved at the October 4, 2023, Board Meeting.

The Construction Management at Risk (CMAR) Contract for the PR3 Pumping and Conveyance Facilities was approved at the December 6, 2023, Board Meeting and included a Scope of Services for Phase 1A Services in the amount of \$1,251,900.

## **Project History Briefing**

**Project:** Peace River Regional Reservoir (PR3) Project Update

**Date:** April 3, 2024

**Prepared by:** Terri Holcomb, PE, Director of Engineering

---

The following information summarizes the historical milestones and key events to date for the Peace River Regional Reservoir No. 3 (PR3) Project, including Work Order No. 2 - Peace River Regional Reservoir (PR3) Project Preliminary Design, Permitting and Third-Party Review; Work Order No. 3 – Final Design and Permitting and the Phase 1A Services Package for CMAR services for the PR3 Pumping and Conveyance Facilities – preconstruction phase.

- February 2022** Board approved the Peace River Regional Reservoir (PR3) Project Preliminary Design, Permitting and Third-Party Review Work Order No. 2 on February 3, 2022.
- March 2022** The Site Characterization Task commenced with the Geotechnical Kick-Off meeting on March 1<sup>st</sup>. The Wetland Delineations began on March 17<sup>th</sup> and continued on March 18<sup>th</sup> and again on March 28<sup>th</sup> – 30<sup>th</sup>. The first Monthly Progress Meeting was held on March 17<sup>th</sup>. Geotechnical field investigations began on March 14<sup>th</sup>, with the equipment being mobilized to the Reserve. Soil/auger borings and other geotechnical investigations will continue through June.
- April 2022** The Monthly Progress Meeting was held on April 14<sup>th</sup>. Wetland delineations continued April 11<sup>th</sup> – 14<sup>th</sup>; and April 20<sup>th</sup> – 22<sup>nd</sup>. Geotechnical field investigations continued throughout the month of April.
- May 2022** The Monthly Progress Meeting was held on May 10<sup>th</sup>. The Consultant held a System Conveyance Workshop on May 2<sup>nd</sup> with Operations, Engineering, and Water Resources staff. An Environmental Permitting / Mitigation Strategy meeting was held virtually on May 12<sup>th</sup>. Geotechnical field investigations continued through the month of May.
- June 2022** The Monthly Progress Meeting was held on June 9<sup>th</sup>, 2022. Geotechnical and Environmental field investigations continued through the month of June. A site visit to the existing intake structure was held on June 2 by the Consultant Team to coordinate siting and intake orientation design efforts.
- July 2022** The Monthly Progress Meeting was held on July 14, 2022. 15 % Design Drawings and Basis of Design Report was received on July 15<sup>th</sup>, 2022. On July 25<sup>th</sup>, a Communications Workshop was held to review the Authority's

goals and messaging objectives for the PR3 Project. Authority staff met with FWC staff in Tallahassee on July 27<sup>th</sup> to discuss the benefits of restoration efforts on Orange Hammock.

**August 2022**

A 15% Design – Review Workshop was held on August 16<sup>th</sup> with Consultant and Authority Staff to go over comments from Authority staff on the conceptual design. The Monthly Progress Meeting was held on August 18<sup>th</sup> via MS Teams in conjunction with a meeting on the conceptual, preliminary mitigation strategy. The consultant attended a discussion on the preparation of presentation items for the upcoming Professional Staff Meeting. The Consultant provided a 15% Cost Estimate for the PR3 Project on August 31<sup>st</sup> and also provided an MS Teams presentation on the basis of the estimates on August 31<sup>st</sup>.

**September 2022**

The Consultant presented an update on the PR3 Project – 15% Preliminary Design Milestone at the Professional Staff Meeting held on September 7<sup>th</sup> in Sarasota County. The Consultant provided a Communications Project Fact Sheet on the PR3 Project on September 12<sup>th</sup>. The Consultant performed additional geotechnical work, including piezometer water quality testing on the PR3 site on September 15<sup>th</sup>.

**October 2022**

The Consultant presented an update on the PR3 Project – 15% Preliminary Design Milestone at the Board Meeting on October 5, 2022. The Consultant held a meeting on October 11<sup>th</sup> to discuss conceptual ERP Permitting strategy and milestones. A 15% Design Review Workshop was held at the PRF on October 18<sup>th</sup> to review comments received on the 15% Design Plans and Cost Estimate and was in conjunction with the Monthly Progress Meeting. On October 25<sup>th</sup>, the Consultant held meetings on easement acquisition and mitigation efforts.

**November 2022**

The Consultant held a 30% Design and Conveyance Pipeline Workshop at the PRF on November 1<sup>st</sup>. A PR3 Cost Savings Alternative Discussion was held on November 9<sup>th</sup>. The Monthly Progress Meeting was held on November 10<sup>th</sup>. A Preliminary Design Cost Reduction Measure Memorandum was received on November 16<sup>th</sup>.

**December 2022**

On December 1<sup>st</sup>, the Consultant Team held a preparation meeting for FDEP pre-application meeting held on December 6<sup>th</sup>. A Permitting Coordination Meeting was held with Authority staff and GC on December 9<sup>th</sup>. On December 12<sup>th</sup>, Authority staff met to discuss delivery methods for both the PR3 Project and the WTP Expansion Project. On December 14<sup>th</sup> – PR3 Project Manager and Authority Project Manager met to discuss obtaining a sub-consultant to assist with permitting agency coordination. There was no monthly progress meeting held in December.

**January 2023**

The monthly progress meeting was held on January 12<sup>th</sup>. On January 20<sup>th</sup>,

The Consultant met with Green Source to develop a scope and fee for assistance with environmental permitting coordination.

- February 2023** The monthly progress meeting was held on February 15<sup>th</sup>. A meeting was held on February 13<sup>th</sup> to discuss the wetland mitigation approach and recent field investigations. Ongoing species surveys and geotechnical investigations occurred throughout the month.
- March 2023** The monthly progress meeting and 30% design review workshop were held on March 20<sup>th</sup>. The 30% design deliverables were delivered on March 10<sup>th</sup>. A follow-up meeting on wetland mitigation and permitting updates was held on March 14<sup>th</sup>.
- April 2023** The 30% Design Progress Update was presented to the Board at the April 5<sup>th</sup> meeting. The monthly progress meeting was held in conjunction with the SWFWMD Third-Party Review Kick-Off meeting held on April 14<sup>th</sup>. A Preapplication Meeting with the Army Corp of Engineers (ACOE) was held on April 13<sup>th</sup> to discuss Section 404 and the ERP Permitting approach.
- May 2023** A meeting with FDEP was held on May 2<sup>nd</sup> to discuss the environmental permitting approach for the CDV site. The Third-Party Review Draft Comments meeting was held with the SWFWMD and TPR Consultant on May 15<sup>th</sup>. The monthly progress meeting was held in conjunction with the 30% Design Review Workshops. The Reservoir Design Workshop was held on May 23<sup>rd</sup> and the Pipeline Design Workshop was held on May 24<sup>th</sup>.
- June 2023** A meeting was held on June 2<sup>nd</sup> to review the FDEP 404 Preapplication strategy. The monthly progress meeting was held on Thursday, June 8<sup>th</sup>. A 30% Design Review discussion was held with the SWFWMD on June 19<sup>th</sup>. A follow-up to the June 2<sup>nd</sup> FDEP permitting meeting was held on June 21<sup>st</sup>. A meeting was held with the Consultant on June 22<sup>nd</sup> to review the Demand Projections Technical Memorandum. A meeting was held on June 30<sup>th</sup> to coordinate the Design/Permitting team for the July 12<sup>th</sup> FDEP 404 Preapplication Meeting.
- July 2023** A meeting was held on July 6<sup>th</sup> to coordinate the Team for the July 12<sup>th</sup> FDEP 404 Preapplication Meeting. A meeting with FDEP was held on July 12<sup>th</sup>. The PR3 CMAR Mandatory Pre-SOQ Meeting was held on Friday, July 14<sup>th</sup>. The Monthly Progress Meeting was held on July 18<sup>th</sup>. An ERP pre-application meeting was held with the SWFWMD on July 31<sup>st</sup>.
- August 2023** ERP coordination meetings were held on August 3<sup>rd</sup>, 16<sup>th</sup>, and 30<sup>th</sup> for the ERP Application Submittal on September 15<sup>th</sup>. The PR3 CMAR SOQs



were submitted on August 17th, and 4 Firms submitted them: Archer Western, Garney, Kiewit, and PCL. The PSEC meeting to review, rank, and shortlist the firms was held on August 29<sup>th</sup> – all four firms were recommended to proceed to the Presentation.

**September 2023** ERP coordination meetings were held on September 7<sup>th</sup> and September 14<sup>th</sup>. The PR3 CMAR SOQ PSEC presentations were given on September 12<sup>th</sup>, with the following rankings: Archer Western, PCL, Garney, and Kiewit. The staff recommendation to approve Archer Western as the selected CMAR Firm for the PR3 Project will go to the October 4<sup>th</sup> Board Meeting. The ERP Package was submitted to the SWFWMD on September 15<sup>th</sup> – completing the final deliverable for the Preliminary Design efforts. The Monthly Progress meeting was held on September 14<sup>th</sup>. Work Order No. 2 – Preliminary Design and Permitting Services was completed.

**October 2023** On October 4, 2023, the Board approved Work Order No. 3 – Final Design and Permitting for the Project. On October 11<sup>th</sup>, the Authority and Archer Western met for a scoping meeting to discuss items that the CMAR would need to include in their 1<sup>st</sup> Early Contractor Engagement Scope of Services. On October 30<sup>th</sup>, Authority staff, consultants, and representatives from SWFWMD met to review the ERP package submitted on September 15<sup>th</sup> to the District.

**November 2023** On November 13, 2023, a Final Design and Permitting Project Kick-off meeting was held with the Consultant at the PRF. On November 14<sup>th</sup>, the second scoping meeting with Archer Western was held to finalize the CMAR Scope of Services and Fee for Package 1A of the CMAR Contract for the PR3 Pumping and Conveyance Facilities Project. An ERP coordination discussion with SWFWMD, HDR, and the Authority was held on November 27<sup>th</sup>. A PR3 CMAR Workshop with Archer Western, HDR, and Authority Staff was held on November 28<sup>th</sup>.

**December 2023** The Construction Management at Risk (CMAR) Contract for the PR3 Pumping and Conveyance Facilities was approved at the December 6<sup>th</sup>, 2023, Board Meeting and included a Scope of Services for Phase 1A Services in the amount of \$1,251,900. The Monthly Progress Meeting was held on December 15<sup>th</sup>. A PR3 CMAR Team Leader Meeting was held on December 12<sup>th</sup>. The PR3 Pump Station Design Workshop was held on December 15<sup>th</sup>. The PR3 Environmental Permitting Coordination Meeting was held with SWFWMD, HDR and the Authority on December 15<sup>th</sup>.

**January 2024** The PR3 CMAR Team Leader Meeting was held on January 2<sup>nd</sup>. A PR3 Filling, Permitting, and Mitigation Discussion was held with the CMAR, HDR, and Authority staff on January 5<sup>th</sup>. A PR3 CMAR Team Leader Meeting was held on January 9<sup>th</sup>. A PR3 VE/Constructability Workshop

was held on January 10<sup>th</sup>. A Civil/Reservoir Design Workshop Was held on January 11<sup>th</sup>. A PR3 Permitting Meeting with HDR and Black and Veatch (FDEPs Consultant for the Dam Safety Review of the ERP) was held on January 12<sup>th</sup>. A PR3 CMAR Team Leader meeting was held on January 16<sup>th</sup>. A PR3 River Intake Design Discussion was held on January 18<sup>th</sup>. The PR3 Environmental Permitting Coordination Meeting was held with SWFWMD, HDR, and the Authority on January 22<sup>nd</sup>. A PR3 CMAR Team Leader meeting was held on January 23<sup>rd</sup>. A PR3 CMAR Scheduling Workshop was held on January 26<sup>th</sup> in conjunction with the HDR Team and Authority staff. A PR3 CMAR Team Leader meeting was held on January 30<sup>th</sup>.

#### **February 2024**

A meeting was held on February 5<sup>th</sup> with the CMAR to discuss the three cost models being developed for the PR3 Project. The Weekly CMAR Team Leadership meetings were held on February 6<sup>th</sup> and 13<sup>th</sup>. The Monthly Progress Meeting was held on February 8<sup>th</sup>. The PR3 ERP Monthly Meeting with SWFWMD and FDEP was held on February 26<sup>th</sup>.

#### **March 2024**

A PR3 Value Engineering Workshop was held on March 5<sup>th</sup>. The Weekly CMAR Team Leadership meetings were held on March 12<sup>th</sup> and March 19<sup>th</sup>. The Monthly Progress meeting was held on March 14<sup>th</sup>. An Instrumentation and Control Workshop was held on March 14<sup>th</sup>. The 30% CMAR Cost Estimates for the PR3, PRF Expansion, and BWRO Projects were received on March 15<sup>th</sup>. The SWSEP Electrical Master Plan Meeting was held on March 19<sup>th</sup>.

***PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY  
BOARD OF DIRECTORS MEETING  
April 3, 2024***

**ROUTINE STATUS REPORTS  
ITEM 4**

**Regional Integrated Loop System Phase 2B Pipeline Project**

## **Project Status Report**

**Project:** Regional Integrated Loop System Phase 2B Pipeline Project

**Date:** April 3, 2024

**Prepared by:** Mike Knowles, P.E., Project Manager & Chris Rogers, Project Manager

---

The following information summarizes the project description and status. (see attached general project area figure).

### **Project Description**

The Regional Integrated Loop System Phase 2B Pipeline is approximately 13-miles of 42-inch diameter pipe beginning near the western end of the existing Phase 2 Regional Interconnect and 36-inch diameter Charlotte County Regional Transmission Main (CCTM), near the intersection of Harbor Boulevard and Veterans Boulevard in Charlotte County. As currently envisioned, based on the recently completed Phase 2B/2C Feasibility and Routing Study, the Phase 2B Pipeline will extend generally west and south, crossing the Myakka River terminating at or in the vicinity of the Charlotte County Utilities Gulf Cove Booster Station. The Phase 2B Pipeline Project will be delivered (designed, permitted, and constructed) via Progressive Design-Build (PDB). The project includes metering facilities, telemetry, and other appurtenances appropriate to make the Phase 2B Project fully functional for transfer and delivery of finished water and support a future connection with the Regional Integrated Loop Phase 2C Interconnect. As pointed out at the April 2022 Board Meeting, Phase 2B/2C implementation will be subdivided into two separate projects. is anticipated to begin in 2029.

### **Current Status**

On December 6, 2023, the Board approved the Revised Interlocal Agreement with Charlotte County to set the “Charlotte Cap” for contributions to the Phase 2B Pipeline at \$55,945,000 based upon the 60% Design cost estimate. The revision also included provisions for the Authority’s Design-Builder of the Phase 2B Project to construct a parallel Charlotte County water main at a cost not to exceed \$5,045,110.89. In addition, the Board approved the contract amendment with Woodruff & Sons to complete design and construction of the Phase 2B Project for a Guaranteed Maximum Price of \$70,668,982.87.

- On January 29, 2024, the Phase 2B Project Preconstruction Meeting was held and subsequently the Notice-to-Proceed was issued to Woodruff & Sons on February 6, 2024. Clearing of the first 8000 feet of Segment 1 – Hillsborough Blvd Right-of-Way began on February 12, 2024, followed with the installation of silt fencing. On February 26, 2024, the first deliveries of 42-Inch Lap Weld Steel Pipe were received from American Spiral Weld Pipe Company and were offloaded and strung out along the project location starting near the Serris Meter Station.

- On March 4, 2024, Woodruff & Sons began dewatering efforts on Segment 1 near the Serris Meter Station in preparation for pipe installation. On March 8, the first stick of pipe was installed and as of March 20, Woodruff has installed approximately 500-lf of 42-inch steel pipe along Hillsborough Blvd. Voluntary easement acquisition and condemnation is ongoing for other portions of the Project.

### **Regional Integrated Loop System Phase 2B Project Schedule Overview**

The Project will be subdivided into 2 Phases. The schedule includes:

- Phase 1 – Includes - Contract for Progressive Design Build Services - scope and fee. Scope includes 60% design, property and permitting and GMP for Phase 2 Services. Scope/fee and Phase 1 Services are due September 20, 2022, for consideration at the October 5th, Board Meeting.
- Early Procurement Package – approved at the April 5, 2023, Board meeting for owner direct purchase of long lead items steel piping, fittings, and HDPE piping in the amount not-to-exceed \$20 million.
- Phase 2 – final scope and fee/GMP. Final scope and Phase 2 GMP includes final design, construction, permitting, property acquisition, testing, and final completion. Phase 2 GMP will be added to the Contract by Addendum and is brought to the Board for consideration in December 2023.
- Phase 2B Pipeline Project substantial completion is scheduled for March 1, 2026.

### **Regional Integrated Loop System Phase 2B Phase 2 Construction Overview**

- Woodruff subdivided Phase 2 Construction of the Project into three Segments, based upon permitting, easements and Southwest Florida Water Management District Third Party Review approval (30% design) to facilitate the Project schedule. Woodruff plans to begin construction in Segment 1 followed by Segment 2 and Segment 3.
  - Segment 1 (6.8-miles) – from the terminus of the Phase 2A Pipeline at the Serris Meter Station extending west along the south ROW of Hillsborough Blvd to the intersection of Hillsborough Blvd and S Cranberry Blvd.
  - Segment 2 (3.4-miles) – S Cranberry Blvd extending southward and under US 41 then extending west along the southern ROW of Chancellor Blvd to Cambell Street.
  - Segment 3 (2.8 miles) – From the extent of Chancellor Blvd west onto District property turning southward then under the Myakka River back on to District Property southward toward the South Gulf Cove Booster Station.

## **History of Project Development**

### ***Phase 2B Feasibility and Routing Study***

On December 2, 2020, the Board approved the Contract for Professional Services with Kimley Horn Associates, Inc. (KM) for the 'Regional Integrated Loop System Phase 2B and Phase 2C Feasibility and Routing Study', in the amount of \$399,960. Kimley Horn was issued the Notice-to-Proceed on January 6, 2021.

- At the April 6, 2022, Board Meeting, KH presented the recommended route for the Phase 2B Interconnect Pipeline. The Authority stated that going forward the PH2B/2C project would proceed as two separate Projects, the PH2B Interconnect Pipeline and the PH2C Interconnect Pipeline. The PH2B Pipeline will use a Progressive Design Build Delivery approach for design and construction of the project. Final construction completion for the Phase 2B Pipeline Project is anticipated to be March 1, 2026. The PH2C Pipeline Project has been deferred until 2029 based upon projected water demands from Regional Customers/Members per the Authority's Capital Improvements Project (CIP) and Capital Needs Assessments (CNA) planning. The Board approved a Motion for the Recommended PH2B Route, and a Motion for the Interlocal Agreement between Charlotte County and the Authority for the PH2B Project.

### ***Progressive Design-Build Solicitation for Qualifications***

On May 24, 2022 - The Authority advertised for Statements of Qualifications (SOQs) for Progressive Design-Build Services for the Regional Integrated Loop Phase 2B and Phase 3C Pipelines. Four firms were shortlisted on June 30, 2022 by the PSEC for the Regional Pipeline Projects. On July 14, 2022, the second PSEC meeting was held for presentations and interviews. Woodruff & Sons, Inc. was recommended for the Phase 2B Regional Integrated Loop System Interconnect Project.

- August 3, 2022 – The Board Approved the PSEC's recommendation of Woodruff & Sons Inc., Design-Build Team for delivery of the Regional Integrated Loop System Phase 2B Pipeline. Staff began preparation of the Contract Documents on August 5<sup>th</sup>, 2022.
- On October 5, 2022, the Board approved the Contract with Woodruff and Sons Inc. (Woodruff) for the Phase 2B Pipeline, and Phase 1 Design Services for 60% Design and development of the Guaranteed Maximum Price, in the amount of \$5,067,144.81. Woodruff and Sons, Inc. submitted all insurance requirements for the Phase 2B Contract. The Contract was executed by the Authority and the Notice-to-Proceed for Phase 1 was issued to Woodruff and Sons, Inc., November 10, 2022.

### ***Progressive Design-Build – Phase 1 - 60% Design and GMP Efforts***

- In November/December 2022 Woodruff submitted Technical Memorandum No. 1 – Pipe Material and Size and Technical Memorandum No. 2 – Alignment and Easement including 10% Design Plans. Field services for the first 7-miles of the alignment from the termination



of the Phase 2A Pipeline west along Hillsborough Blvd. to US-41. Field work including survey, geotechnical and subsurface utility engineering are underway. Also in December, the Authority and Kimley Horn met (virtual) with Charlotte County Utilities staff & Jones Edmunds to discuss the Charlotte County Hydraulic Model for the Phase 2B Pipeline being developed. And on December 21, 2022 – Tech. Memo 2 PH 2B Pipeline - Alignment & Easement Requirements and updated 10% Design Drawings.

- In January 2023 – The Authority, and Woodruff and Sons met with Charlotte County and the City of North Port to discuss the PH 2B pipeline along Hillsborough Blvd and Chancellor Blvd. Woodruff also submitted their Order of Magnitude for Owner Direct Purchase of pipe, gaskets, fittings, and line valves for the first 7-miles of the Project. Additionally, a Project meeting was held with Charlotte County Utilities & Jones Edmunds to discuss Hydraulic Modeling. Based on the meeting flow projections to the Charlotte County Gulf Cove Pumping Station (south end of PH 2B) were determined to be within acceptable limits and a 42-diameter Phase 2B pipeline could convey flows to Gulf Cove including up-to 7-interconnects to the Charlotte County water distribution system along the alignment of the Phase 2B primarily along Hillsborough Blvd.
- In February 2023, Woodruff submitted 30% Design Drawings for the first 7-miles of the alignment. Woodruff anticipates completing the draft Basis of Design Report (30%) design in early April 2023. Woodruff submitted Technical Memorandums (TM), TM3 Hydraulic Modeling, TM4 Water and significant Roadway Crossings, TM5 Pipeline and Corrosion Control and TM6 Gulf Cove Booster Pump Station. Additionally, a 30% Design and ROM Meeting was held with Woodruff staff to discuss the 30% design drawings and ROM development in preparation for a scheduled Owner Direct Purchase (ODP) meeting with Charlotte County.
- In early March 2023 – The Authority met with Charlotte County regarding the Owner Direct Purchase, the Not-to-Exceed amount for the ODP, and discussions on the 30% ROM Projections, project status (30% design), project schedule and development of the design drawings. It was noted that the ODP of pipeline material will save about \$1.25 million in taxes, based upon vendor estimates of 56,000 lf. of 42-inch steel pipe, isolation valves, and adjacent pipe, adjacent valves, and appurtenances. Woodruff explained that based on the current schedule, construction is anticipated to start in October-November 2023, therefore the ODP pipe material must be ordered in late April due to a 6-month+/- lead time. Additionally, Pre-Application meetings were held with both the Army Corps of Engineering on March 3, 2023, and with the Florida Department of Environmental Protection on March 8, 2023. On March 28, 2023, The Project group met with the Sarasota County Parks and Land Management Departments to discuss the pipeline crossing the Myakka Islands Point Preserve.
- April 5, 2023 – The Authority Board approved Owner Direct Purchase for Phase 2B project long lead items with a total estimated cost of materials, including steel pipe (raw materials and finished products), yard piping, line valves, flow meter and pipeline materials suitable for subaqueous installation under the Myakka River, for an amount not-to-exceed \$20 Million.

Woodruff and Sons will solicit bids for these items while meeting the Authority's owner direct purchase policy requirements.

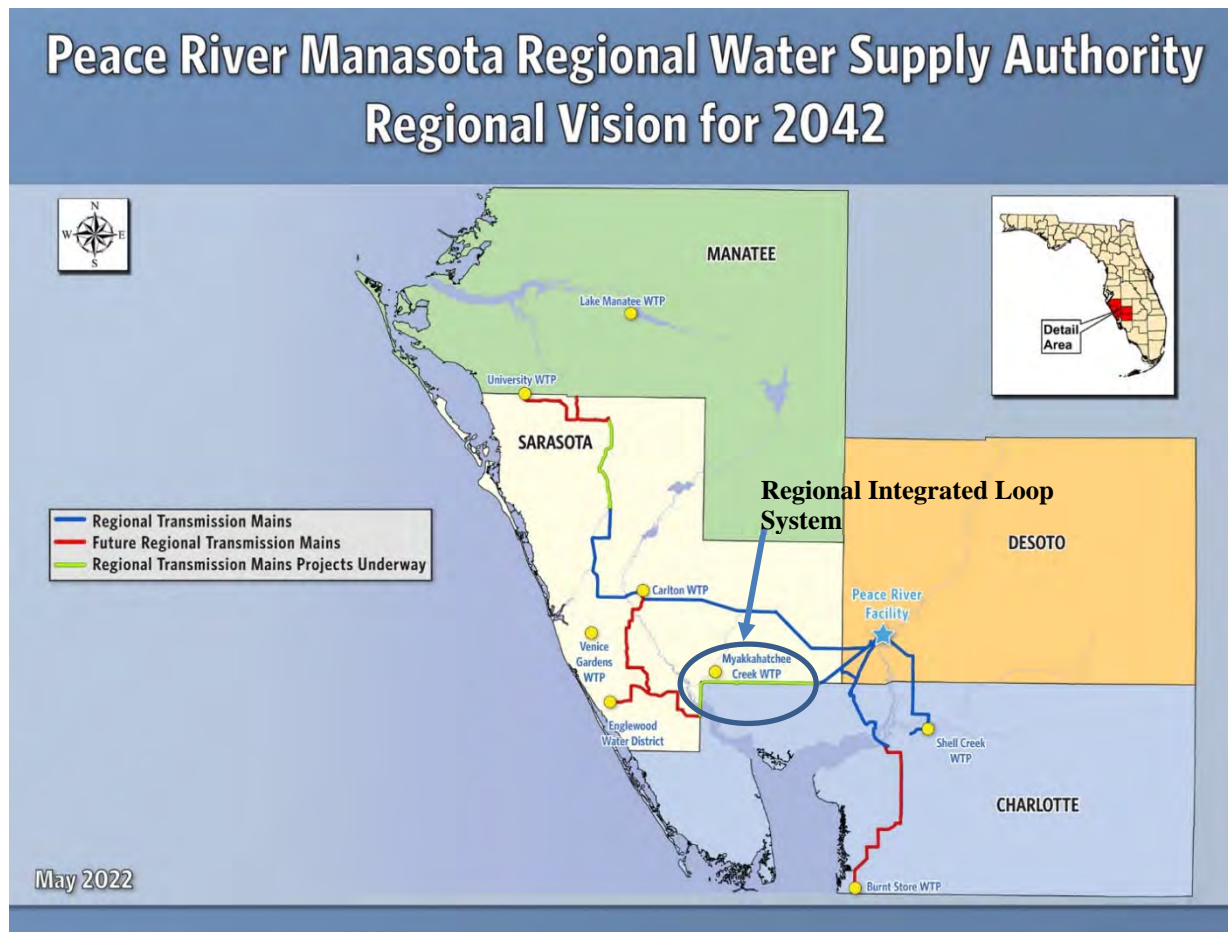
- April 10, 2023 – W&S/KH submitted the 30% Basis of Design Report and 30% Design Drawing for segments 1 and 2 (east-west alignment drawings) to the Authority for review. Segment 3 (north-south) 30% design drawings are pending completion of field work. The SWFWMD 30% Design Package will be forwarded to the District in June for Third Party Review in accordance with the Cooperative Funding Agreement.
- In April 2023, Woodruff and Sons, Inc. submitted the 30% Basis of Design Report and 30% Design Drawings updates to the Authority for review. On June 16, 2023, the 30% design package (BODR & Design Drawings) was forwarded to the District Project Manager for Third Party Review in accordance with the Cooperative Funding Agreement. On September 15, 2023, the draft 60% Design Package and GMP was submitted to the Authority and Charlotte County. The following Monday, SWFWMD received the draft 60% package.
- May 2, 2023 – An Operations meeting was held with W&S and the Authority to discuss the 30% design of the PH2B pipeline. Items discussed included connection of the 2B to the existing 2A pipeline, 2B meter assembly, horizontal directional drill (HDD) crossing of the Myakka River, termination of the 2B pipeline at the Charlotte County Gulf Cove Booster Pump Station and cathodic protection of the 2B pipeline (steel).
- May 10, 2023 – A meeting was held with the City of North Port, Authority and W&S to discuss a potential emergency interconnect with the 2B at the City Hillsborough Booster Pump Station located in Charlotte County (south side of Hillsborough Blvd.). The City currently has an emergency interconnect off an existing Charlotte County 12" WM at this location. The City suggested that an additional 2B interconnect at this location may reduce Charlotte County distribution line pressure fluctuations when the existing emergency interconnect is used. The Authority will follow up with Charlotte County Utilities.
- May 19, 2023 – A meeting was held with Charlotte County Utilities to discuss the Phase 2B alignment along Hillsborough Blvd. and Charlotte County's plans to construct a future 8-inch diameter CCU water pipeline along Hillsborough Blvd.
- June 16, 2023 – Woodruff & Sons submitted a Rough Order of Magnitude (ROM) 30% design cost comparison for the Phase 2B north-south (segment 3) from Chancellor Blvd. to the Charlotte County Gulf Cove Booster Pump Station approximately 3-miles in length. The alternative A alignment includes Phase 2B installation on District and Sarasota County property and was estimated to be \$ 14,336,600. Alternative B includes installation in Campbell Street and private property and was estimated to be \$19,878,000. Both alternatives include a horizontal directional drill (HDD) across the Myakka River.
- June 16, 2023 – The 30% Design Package was submitted to the SWFWMD Phase 2B Project Manager for the District's Third Party Review (TPR) in accordance with the CFI Agreement 23CF0004096 (Q355).

- June 20, 2023 – Mike Coates (Executive Director) and Doug Manson (Authority Attorney) met with officials from the Florida Forest Services in Tallahassee to discuss installation of the north/south segment of the Phase 2B pipeline in SWFWMD/State Forest Services, Lands. A follow up meeting is anticipated to be held in early July.
- July 7, 2023 – The Authority met with the SWFWMD and Florida Forest Services representatives (virtual meeting) to discuss the installation of the Phase 2B Pipeline in State property. The Florida Forest Service and SWFWMD are amicable to the installation of the Phase 2B pipeline within the District property north of the Myakka River. South of the Myakka River the Forest Service and SWFWMD prefer the Phase 2B pipeline to be installed on private property. The Authority will work with Woodruff & Sons to determine the alignment for the horizontal directional drill subaqueous crossing of the Myakka River.
- July 12, 2023 – A meeting has been scheduled with Sarasota County to discuss installation of the Phase 2B pipeline in Sarasota County property on the north side of the Myakka River. Attendees will include Sarasota County Parks and Utilities Departments, Woodruff & Sons and the Authority.
- July 14, 2023 – A 60% Guaranteed Maximum Price (GMP) Kick Off meeting will be held with Woodruff & Sons, SWFWMD and the Authority. During this period regularly scheduled bi-weekly progress meetings were held as well as preparation meetings for discussions with regulatory agencies, workshops, and submittal review meetings with Woodruff and Sons.
- August 14, 2023 – The Design-Build Team prepared a pre-60% GMP and shared the submittal at a coordination meeting with Charlotte County Utilities. During this meeting, the approach of the County's parallel 8-inch diameter water main and the coordination of both projects was discussed.
- September 15, 2023 – The Design-Build team submitted the draft Guaranteed Maximum Price (GMP) and the draft 60% plans. The Authority shared the draft GMP with Charlotte County Utilities and is preparing to share the GMP with their Board on October 10, 2023.
- October 10, 2023 – The Authority presented the draft GMP to the Charlotte Board during a Quarterly Meeting. The Board voted to begin revisions to the Interlocal Agreement to cover the additional costs for the Phase 2B project and utility improvements parallel to the water transmission main.
- In November 2023, the Design-Build Team completed the 60% design package and the GMP. The Authority coordinated with Charlotte County to amend the Interlocal Agreement to cover the GMP costs.

- On December 6, 2023, the Board approved the contract amendment with Woodruff & Sons Inc. for Phase 2 Services to complete design and construction of the Regional Integrated Loop Phase 2B Project for a Guaranteed Maximum Price not to exceed \$70,668,982.87. Charlotte County executed the amendment on December 12, 2023.
- On January 19, 2024, the FDEP Public Water System Permit was approved for Segment 1 of the Phase 2B Project on Hillsborough Blvd.
- On January 23, 2024, the third-party review conducted by Black & Veatch was approved at the SWFWMD Board Meeting. Also on this date, the FWC Gopher Tortoise Relocation Permit and the Charlotte County ROW Use Permit were both approved for Segment 1.

***Progressive Design Build - Phase 2 – Final Design and Construction Efforts***

- The Phase 2B Preconstruction Meeting was held virtually on January 29<sup>th</sup> and Notice-to-Proceed was issued to Woodruff & Sons on February 6, 2024. Clearing of the first 8000 feet of Segment 1, Charlotte County Hillsborough Blvd ROW began on February 12, 2024, and followed with the installation of silt fencing along the same extent.



***PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY  
BOARD OF DIRECTORS MEETING  
April 3, 2024***

**ROUTINE STATUS REPORTS  
ITEM 5**

**Regional Integrated Loop System Phase 3C Pipeline Project**

## **Project Status Report**

**Project:** Regional Integrated Loop System Phase 3C Pipeline Project

**Date:** April 3, 2024

**Prepared by:** Ford Ritz, P.E., Project Engineer & Brian P. Bates, P.E., Project Engineer

---

The following information summarizes the project description and status (see attached general project area figure).

### **Project Description**

The Regional Integrated Loop System Phase 3C Pipeline Project (Project) includes the design and construction of approximately 42,500 LF of 42-inch diameter pipe, a new 10 MGD pumping facility (expandable to 30 MGD) located near the northern end of the Project, and one finished water ground storage tank (estimated 5 MG). The project includes metering facilities, chemical adjustment, telemetry, backup power supply, and other appurtenances as deemed appropriate to make the project fully functional for water transfer and delivery. The pipeline begins at the northern end of the existing Regional Integrated Loop Phase 3B pipeline within Sarasota County near State Road 72 immediately east of Cow Pen Slough Canal. The pipeline will then extend generally north to the approximate vicinity of the intersection of Fruitville and Lorraine Roads where it will terminate at a delivery location with Sarasota County utilities existing infrastructure. The delivery of potable water through this pipeline needs to offer a high degree of flexibility to enable the delivery of the required supply and facilitate a future extension/expansion of the regional water transmission system to support future regional supply and connectivity goals.

### **Current Status**

Since the August 2, 2023, Board meeting update, Sarasota County Row-of-Way Permit has been approved. Based upon approval of the Sarasota County Row-of-Way Permit, the Design-Builder has mobilized to the site and has begun staging early procurement materials for a portion of the pipeline and isolation valves, and other project materials. Construction of the Phase 3C Pipeline is scheduled to begin after the SWFWMD approval of the Third-Party Review, anticipated in late October. Construction will begin along the project alignment (Segment 2) from the intersection of Bee Ridge Road and Lorraine Road north to Phillippi Creek, approximately 2.2 miles. The Authority has met with the District and their Third-Party Review consultant. Voluntary easement acquisition is on-going, and ten permanent and ten temporary easements have been Board approved to date. The Phase 2 Amendment to the Contract covering final design and construction of the pipeline was approved by the Board on April 5, 2023, and the Amendment was executed on April 19, 2023.

In October, the Southwest Florida Water Management District approved the Third-Party Review of the Phase 3C Pipeline Project 30% Design. Since the December 2023 Board Meeting, Garney Construction continued Work along the project



alignment from the intersection of Bee Ridge Road and Lorraine Road north along Lorraine to Phillippi Creek (Segment 2). The pipeline is being installed in Sarasota County Right-of-Way and required permitting has been obtained. To date Garney has installed approximately 6,561-lf of 42-inch diameter pipe along Lorraine Road. Voluntary easement acquisition and condemnation is ongoing for other portions of the Project.

### **Regional Integrated Loop System Phase 3C Project Schedule Overview**

The Project will be subdivided into 2 Phases. The schedule includes:

- Phase 1 – Includes - Contract for Progressive Design Build Services - scope and fee to produce a Guaranteed Maximum Price (GMP). Scope includes 60% design, property and permitting. Scope/fee for Phase 1 due September 20, 2022, and approved at the October 5, 2022, Board Meeting.
- Early Procurement Package – Initial order of long lead items by owner direct purchase approved at the December 7, 2022, Board Meeting.
- Phase 2 – Final scope and fee/GMP. Final scope and GMP includes, final design, construction, permitting, property acquisition, testing, and final completion. The Phase 2 GMP was added to the Contract by Addendum and approved by the Board on April 5, 2023.
- Regional Integrated Loop Phase 3C Pipeline Project substantial completion is scheduled for March 1, 2025.

### **Regional Integrated Loop System Phase 3C Phase 2 Construction Overview**

- Garney subdivided Phase 2 Construction of the Project into three Segments, based upon permitting, easements and Southwest Florida Water Management District Third Party Review approval (30% design) to facilitate the Project schedule. Garney plans to begin construction in Segment 2 followed by Segment 1 and Segment 3.
  - Segment 1 (4.1-miles) – terminus of the Phase 3B Pipeline at Clark Road/State Road 72, north along Cow Pen Slough to the intersection of Lorraine Road of Bee Ridge Road.
  - Segment 2 (2.1-miles) – Bee Ridge Road and Lorraine Road intersection to Philippi Creek. (future Lorraine Road expansion)
  - Segment 3 (1-mile) – Philippi Creek north along Cow Pen Slough/future Lorraine Road to Fruitville Road.

## **Project History Briefing**

**Project:** Regional Integrated Loop System Phase 3C Pipeline Project

**Date:** April 3, 2024

**Prepared by:** Ford Ritz, P.E., Project Engineer & Brian P. Bates, P.E., Project Engineer

---

The following information summarizes the historical milestones and events of the Regional Integrated Loop System Phase 3C Project.

## **History of Project Development**

### *Phase 3C Feasibility and Routing Study Solicitation for Qualifications*

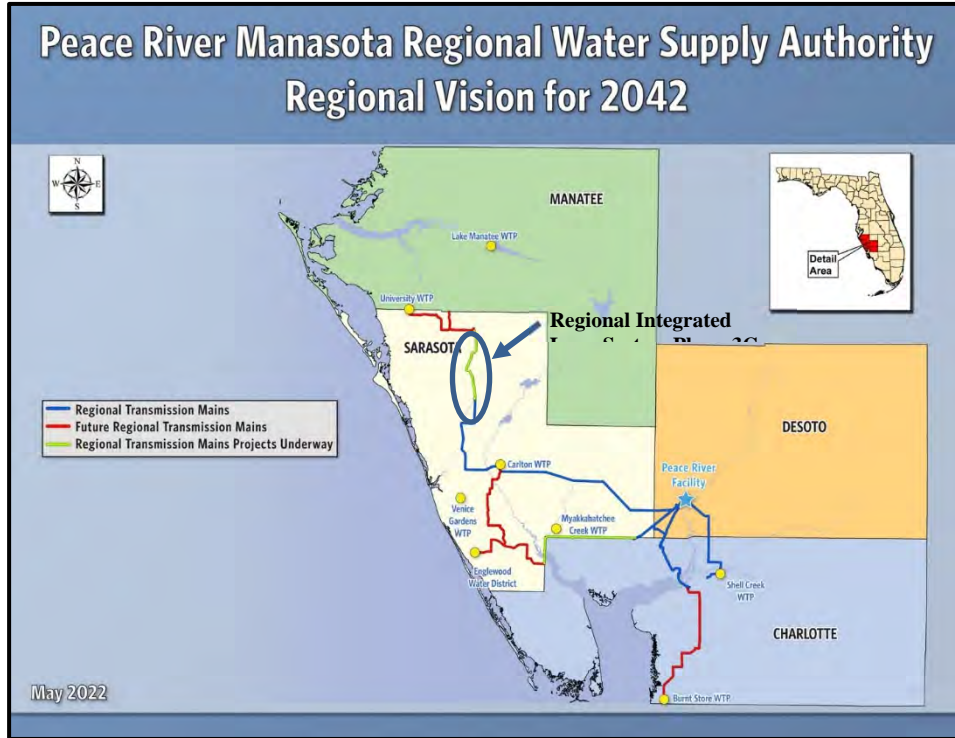
On June 23, 2020, a request for qualifications for a feasibility and routing study was advertised. Eight firms submitted qualifications on time. On August 11, 2020, three firms were shortlisted, based on Statement of Qualification, by the Authority Professional Selection Evaluation Committee (PSEC) for presentations and interviews. On September 2, 2020, Wade-Trim, Inc. was selected by the PSEC after presentations and interviews. The PSEC selection was approved by the Board on September 30, 202 and the professional services contract for Wade-Trim, Inc. on the feasibility and routing study was approved by the Board in December of 2020. The study was completed, and the results accepted by the Board in April 2022. The milestones of this study are detailed in the June 2022 Routine Status Report, Item 6.

### *Progressive Design-Build Solicitation for Qualifications*

On May 24, 2022, a request for qualifications for Progressive Design-Build Services was advertised. Four Design-Build Teams submitted qualifications on time. On June 30, 2022, all four teams were shortlisted, based on the Statement of Qualification, by the Authority Professional Selection Evaluation Committee (PSEC) for presentations and interviews. On July 14, 2022, the Garney Companies, Inc., Progressive Design Build Team was selected by the PSEC after presentations and interviews for the Phase 3C project. On August 3<sup>rd</sup>, 2022 the Board approved the PSEC recommendation of Garney Companies, Inc. Design-Build Team for the Regional Integrated Loop System Phase 3C Pipeline Project.

- August 3, 2022 – The Board Approved the PSEC’s recommendation of Woodruff & Sons Inc., Design-Build Team for delivery of the Regional Integrated Loop System Phase 2B Pipeline. Staff began preparation of the Contract Documents on August 5<sup>th</sup>, 2022.
- September 2022 – Staff continues to negotiate Contract Documents including the Agreement, General Conditions, Exhibits, and Phase 1 Design Services Fee for the Project. The Regional Integrated Loop System Phase 3C Pipeline Project – Phase 1 Services Contract will be presented to the Board for approval at the October 5, 2022, meeting.

- December 2022 – The Board Approved the Early Procurement Package not-to-exceed \$10M. The Design-Build Team submitted 30% Design to the Authority and SWFWMD. Subsequent coordination meetings were held with the Authority, Sarasota County Utilities, Sarasota County Public Works, City of Sarasota, Florida Power & Light, and private land owners.
- April 2023 – The Board Approved the amendment to the progressive design build contract that takes the project thru final design and construction of the pipeline.
- June 2023 – The Board Approved Phase 3C Regional Interconnect – Second Amendment to Resolution 20022-03 (Necessity to Construct a Transmission Pipeline and Appurtenant Facilities) and approved the purchase of eight permanent and eight temporary easements (Phase 3C Easements Package No. 1).
- August 2023 – The Board Approved the purchase of two permanent and two temporary easements (Phase 3C Easements Package No. 2).
- October 2023 – SWFWMD approved the Third-Party Review for the 30% Phase 3C Pipeline design on October 24, 2023, giving Garney the go ahead to begin installation of pipe. Garney decided to begin construction activities in Segment 2 of the alignment since the alignment is in the Sarasota County Right-of-Way and all necessary permits including the FDEP Environmental Resource Permit have been approved. The Segment 2 alignment is from Bee Ridge Road north along Lorraine Road to Philippi Creek. Garney accepted delivery of materials including 42-inch diameter steel pipe and performed survey, locates of existing utilities, Right-of-Way preparation, and completed stringing the pipe along Lorraine Road. Finalization of permitting and easements for the entire pipeline alignment is ongoing.
- November 2023 – Garney performed dewatering and installed approximately 1,600 linear feet of 42-inch steel pipeline along the east side of Lorraine Road (Segment 2). The jack and bore for casing pipe with carrier pipe to cross under Palmer Road has begun. As of early November, FDEP Environmental Resource Permits have been approved for the entire Project alignment.
- December 2023 – January 2024 – To date, Garney installed approximately 4,000 linear feet of 42-inch Steel pipeline along the east side of Lorraine Road in Sarasota County Right-of-Way (Segment 2). The 60-inch diameter steel casing installation was completed and loaded with 42-inch steel carrier pipe under Palmer Road. The jack & bore under the Bee Ridge-Lorraine Road round-about is underway. Garney has completed utility locates for pipe installation in Segment 1 along Cow Pen Slough (south end of project). A second Garney pipe crew is scheduled to begin Work in Segment 1 in mid-February.
- February 2024 – March 2024; In total, Garney has installed approximately 6,561 linear feet of 42-inch steel pipeline along the east side of Lorraine Road. Next stretch of steel pipe installation will be in the median north of Palmer Blvd. The jack & bore performed by Downtown Underground under the Bee Ridge-Lorraine Road round-about has been completed. The next jack & bore location will be 60' of steel casing under Lorraine Road at STA 193.00. Began receiving Owner Purchased pipe on Monday, March 4<sup>th</sup>. A second pipe crew has been mobilized to the site.



***PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY  
BOARD OF DIRECTORS MEETING  
April 3, 2024***

**ROUTINE STATUS REPORTS  
ITEM 6**

**DeSoto Booster Pumping Station Project**

## **Project Status Report**

**Project:**       **Desoto Booster Pump Station Modifications**  
Formerly Known As – PRMRWSA Project Prairie Pump Station Acquisition and  
Modification Project

**Date:**           April 3, 2024

**Prepared by:** Brian P. Bates, P.E., Project Engineer III

---

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 the 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. 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 the Peace River.
- DeSoto County trims chemical disinfection as needed and pumps water from the storage tank north into their distribution pipeline.

### **Future Operation:**

- Increase Facility flexibility to be able to receive water from Peace River, Shell Creek or DeSoto County, trim and repump water, north, south, or east as needed.
- Provide capabilities to bypass the storage tank and repump, or bypass the facility; as determined by, operations and maintenance, or emergency conditions.



- Provide other capabilities per the Project Prairie Facilities Operational Protocol.

**Project Scope:**

- Modifications to facility piping and yard piping.
- Upgrades to disinfection chemical(s) storage and feed capabilities.
- Upgrades to SCADA interface, including a new radio and antenna.
- Evaluate existing meters and meter assemblies and make necessary modifications.

**Current status**

The Interlocal Agreement, between the Authority and Desoto County for the Acquisition of the Project Prairie Facilities has been executed and recorded. Additionally:

- Contract for Sale Purchase of the Property has been executed.
- Ingress/Egress Easement for the Wastewater Lift Station (for Desoto County) has been executed.

The Authority's Engineer-of-Record (Ardurra) was issued the Notice-to-Proceed for Work Order No. 1 - Design, Permitting and Construction Phase Services on March 25, 2022.

The Project Bid Opening was August 17, 2022. Three Contractors submitted bids on a timely basis. The apparent low bidder was TLC Diversified, Inc. (TLC) at a bid price of \$1,1196,000. Ardurra the EOR reviewed the bids forms, checked TLC references and recommends Award of the Construction Contract to TLC.

At the October 5, 2022, Board Meeting – Board approved the TLC Construction Contract. The P.O. for the Work Order, under TLC's Continuing Services Contract was executed on October 12, 2022, and forwarded to TLC. The Notice-to-Proceed will be issued in early January 2023. Substantial Completion is 145 calendar days from the date of Notice-to-Proceed. Final Completion is 175 calendar days from the date of Notice-to-Proceed.

TLC was issued the Notice-to-Proceed on January 5, 2023, and anticipates mobilizing to the site in July 2023.

As of early May 2023, the SWFWMD FDEP grant agreement is still with District Counsel under review before execution. Once executed by the District, the Cooperative Funding Agreement No. 22CF0003733 will be amended to include pass through Grant Provisions (federal funds), revised total cost and task budgets, and a revised agreement expiration date of March 1, 2024.

September 2023, anticipate the amended SWFWMD FDEP grant agreement to be finalized over next several weeks.

## **Project History Briefing**

**Project:**       **Desoto Booster Pump Station Modifications**  
Also Known As – PRMRWSA Project Prairie Pump Station Acquisition and  
Modification Project

**Date:**           February 7, 2024

**Prepared by:** Brian P. Bates, P.E., Project Engineer III

---

The following information summarizes the historical milestones and events of Project Prairie

- October 1, 2021 – The Interlocal Agreement, Purchase and Sale Agreement, and Operational Protocol for the acquisition of the Facility from DeSoto County was presented to the Board. Proposed funding sources include \$200,000 from the State of Florida, and \$537,500 each from the Authority and SWFWMD. The total project cost is \$1,275,000.
- October 12, 2021 – Authority staff had a meeting to discuss the project and potential modification to the facility. Next steps include an internal meeting with Authority Operations and Maintenance staff, and meeting with DeSoto Operations staff. Upon Board approval of the project, a meeting will be held with the Ardurra (FKA King Engineering). Ardurra designed the Phase 1 Pipeline project which originally included yard piping alternates. The alternates were subsequently removed from the Phase 1 Pipeline final design package due to overall project cost uncertainty. Ardurra (Engineer of Record) is an Authority as needed consultant.
- October 12, 2021 – The FDEP Grant Agreement (LPA0208) for \$200,000 was executed by the State. The Grant Agreement will be included on the December 1, 2021, Board Meeting agenda for Board approval.
- November 23, 2021 – A meeting between Authority staff and DeSoto County staff was held to discuss the upcoming project and operations of the Facility. In accordance with the acquisitional agreements between the Authority and DeSoto County, DeSoto County Utilities will continue to operate the Facility, subsequent to the purchase.
- December 2021 – The Interlocal Agreement between the Authority and DeSoto County for the Acquisition of the Project Prairie Facilities, generally consisting of a 500,000-gallon ground storage tank and associated piping, a 5 MGD booster pump station and chemical feed system, yard piping and emergency generator was Board approved on December 1, 2021, and by the DeSoto County BOCC on December 14, 2021. The Document includes:
  - Interlocal Agreement providing for Authority acquisition of the Facilities for \$748,731.53 – which will be co-funded by SWFWMD and the State of Florida.
  - Contract for the Sales and Purchase of the site property parcel by the Authority for \$36,000 from DeSoto County.

- January 25, 2021 – Closing on the purchase/sale of the property with Desoto County was completed.
- January 28, 2021- Authority held a scoping meeting with Ardurra (Engineer-of-Record) at the Project Prairie Facility, to tour the facility and discuss items to be included in Ardurra’s scope of work for modifications/upgrades to be included in Ardurra’s Work Order for Engineering Services. In general, items discussed included:
  - Underground repumping piping
  - Meter upgrades
  - Radio and antenna for Authority to monitor facility operations
  - SCADA/PLC Systems integration
  - Walmart fire flow pipeline – connect directly to Regional Piping
  - Chemical feed/trim facilities improvements

It is anticipated that Ardurra will submit their draft scope of work in mid-March.

- March 10, 2021- The SWFWMD Q248, Funding Agreement-22CF0003723 for Project Prairie Facilities Acquisition and Modification Project entered into.
- March 25, 2022 – Ardurra was issued the Notice-to-Proceed for Work Order 1., for the DeSoto County Pumping Station Modification Project (DCBPS). W.O.1 lump sum cost is \$85,300.
- April 1, 2022 - PRMRWSA Staff and Ardurra Staff met with DeSoto Counties Utilities at the DCBPS site to discuss day-to-day operations of the Facility. DeSoto County will continue to operate the Facility for the Authority per the Interlocal Agreement.
- April 14, 2022 – The SWFWMD Co-Funding Agreement (Q248) “Task Schedule and Budget Adjustment” was entered into. Construction and Engineering costs were adjusted, and the construction schedule was extended. The total cost for acquisition, design and construction of Facility Improvements did not change.
- May 11, 2022 – A Teams meeting was held with Ardurra and Authority staff to discuss progress on the 60% design. Per discussion, the tank inlet meter will be upgraded, and the pump station discharge meter upgrade will most likely be included as an alternative. Ardurra stated that the technical specifications have been completed.
- May 25, 2022 – Ardurra Instrumentation and Controls (I & C) Engineer met with Authority staff at the DeSoto Booster Pump Station to gather additional information and discuss existing operation. Discussions included how DeSoto County operates the facility currently, the County SCADA system and a potential new location for the radio antenna tower.
- May 27, 2022 – Ardurra and Authority met via teams with the Operations Manager at the Walmart Distribution Center (Stewart Heintz) to discuss the connection and water delivery

for fire flow from the DeSoto Booster Pump Station (DBPS) to the Walmart Distribution Center. Mr. Heintz discuss in general how the Walmart Fire Protection system works, how often they test their fire protection system and the components of the fire protection system. Mr. Heintz stated that Walmart has no issues with the fire flow connection and water delivery service from DBPS. The Authority and Ardurra discussed components of the upcoming project with Mr. Heintz and potential schedule.

- June 5, 2022 – Ardurra submitted 90% Interim Drawings and Div. 13 Instrumentation & Control Specifications, based on feedback from the Authority on the 60% Design Drawings and Specifications.
- June 7, 2022 – A Design review meeting was held at the Peace River Facility. The meeting attended by Ardurra and Authority staff. Design elements, instrumentation and controls/SCADA, Contract documents/bid form, permitting and the project schedule were discussed.
- June 10, 2022 – The Ardurra Interim 90% Design and Div. 13 Instrumentation & Control Specifications were forwarded to the District for review.
- June 17, 2022 – The Authority staff held a conference call with Ardurra Instrumentation and Control staff to discuss, equipment upgrades, and coordination between the existing DeSoto County SCADA system and Authority SCADA system.
- June 27, 2022 – Ardurra submitted 90% Design Contract Documents for the DeSoto County Pump Station Modifications to the Authority for review.
- July 6, 2022 – The Authority forwarded review comments of 90% Design Contract Documents submittal to Ardurra.
- July 13, 2022 – Ardurra submitted the Bidding Documents to the Authority for review. The Documents were forwarded to the SWFWMD.
- July 18, 2022 - The Invitation to Bid was posted on the Authority Webpage by Procurement. Contractors in the Authority’s library of As Needed Construction Contractors: Water Treatment Process & Pipeline Construction, Repair & Replacement were invited to Bid.
- July 18, 2022 – Ardurra applied for the FDEP 62-555.900 Specific Permit to Construct PWS Components.
- August 1, 2022 – The pre-bid conference was held at the PRF followed by a site visit. Attendees include Authority Staff, Ardurra Staff, SWFWMD Staff and Contractors.
- August 5, 2022 – Addendum 1 was posted on the Authority Webpage by Procurement.

- August 17, 2022 – Three Bids were timely submitted. The apparent low bidder was TLC Diversified Inc. at \$1,1196,000. Other Contractor Bids included Garney at \$1,500,000 and Kiewit at \$1,432,000.
- August 30, 2022 – The Notice of Intended Decision (NOID) was posted on the Authority webpage by Procurement.
- September 8, 2022 – FDEP issued the Permit to Construct – Permit No. 78714-028-WC. The permit was forwarded to SWFWMD.
- September 19, 2022 – Ardurra submitted the Engineers Recommendation Letter for Award Approval to TLC Diversified Inc. Back up included bid forms, bid tab and reference conformations.
- October 5, 2022 – The P.O. for the Desoto Booster Pump Station Modifications Project Construction Contract to TLC Diversified was Board Approved. The P.O. is incorporated by reference to the December 1, 2022, Agreement for As Needed Water Treatment and Pipeline Construction, Repair & Replacement services between TLC and the Authority. Funding for the construction includes \$220,484 from SWFWMD and \$975,516 from the Authority system-wide benefit Capital Improvements Project (CIP).
- October 19, 2022 – The executed P.O. for the Work Order under TLC’s Continuing Services Contract was forwarded to TLC and SWFWMD. The Notice-to-Proceed will be issued to TLC in January 2023. Currently TLC is working on materials submittals and federal funding waivers. SWFWMD and FDEP are currently finalizing the agreement for American Rescue Plan Act federal funds being funneled to SWFWMD via FDEP.
- November 10, 2022 – The Authority sent a request to SWFWMD to extend the co-funding agreement expiration date for the following reasons:
  - impacts of hurricane Ian - TLC ongoing projects
  - hurricane impacts at the Peace River Facility
  - finalization of the agreement between FDEP and SWFWMD for federal funding

In discussions, all parties Authority, SWFWMD, Ardurra and TLC agreed to a delay of the Notice-to-Proceed until early January 2023.

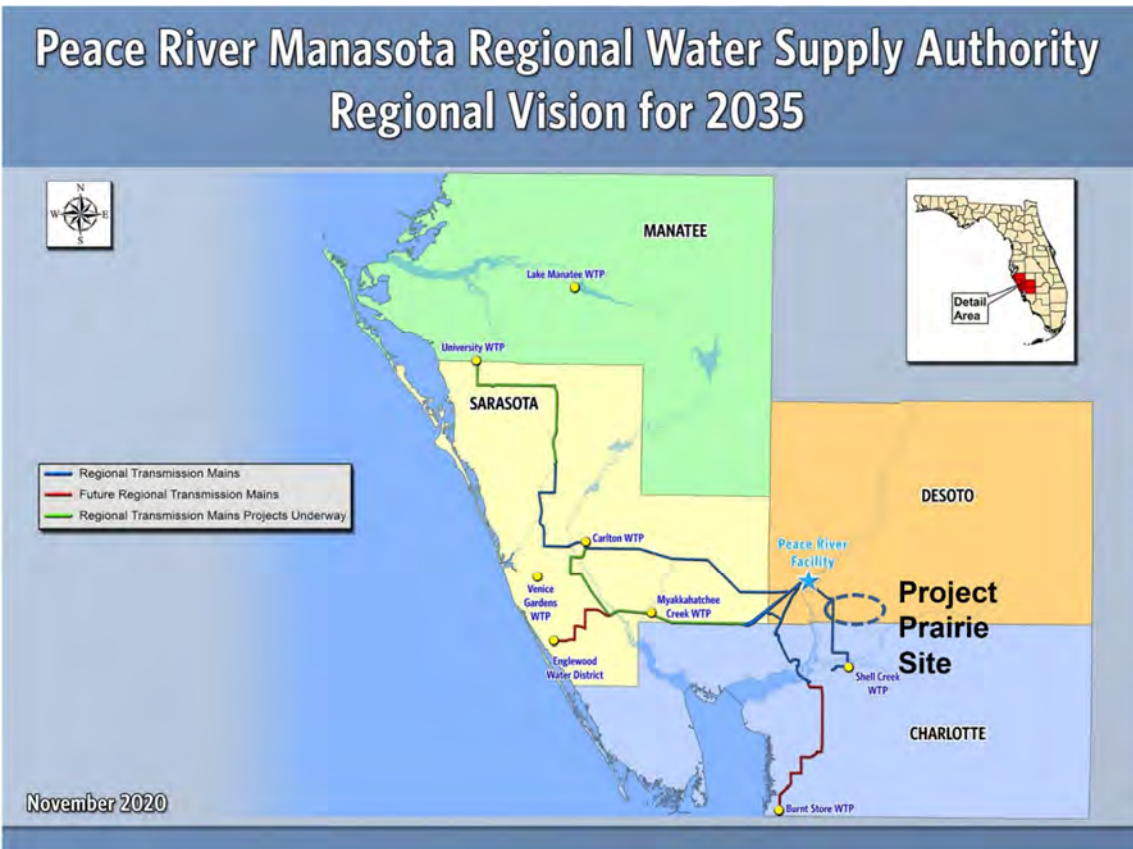
- January 5, 2023 – The preconstruction meeting was held and attended by TLC, Ardurra, Authority, SWFWMD and DeSoto County, staff. TLC has been providing shop drawing submittals for the project. To date, TLC has sent 23 submittals to Ardurra for review. The Notice to Proceed was issued to TLC on January 5, 2023, the District was copied. TLC anticipates mobilizing to the DeSoto Booster Pump Station project site in July pending material availability (as soon as they have materials to begin Work). Per discussion SWFWMD is going to Amend the CFA (co-funding) Agreement No. 22CF0003733 to

include the full amount of the bid price and extend the co-funding expiration date to March 1, 2024, to address potential supply chain issues.

- January 12, 2023 – The Grant Agreement (federal funds) between the FDEP and SWFWMD, is currently with the District General Counsel for review and approval. Once approved and subsequently signed by the District Executive it will go to the District Board, for execution. The CFA amendment will follow and include pass through grant provisions, revised total cost and task budgets, and a revised agreement expiration of March 1, 2024.
- February 15, 2023 – Ardurra (EOR) conducted a soil boring at the project radio tower antenna location to confirm foundation design. The report was submitted to Authority for review and forwarded to the Contractor on February 28, 2023.
- February 21, 2023 – A meeting was held on site with Authority, TLC and Desoto County Utilities staff. The purpose of the meeting was to review existing Desoto County SCADA/I&C configurations with the TLC I&C subcontractor and review existing facilities and project design upgrades with TLC.
- April 18, 2023 – A meeting was held on site with TLC, Authority, Ardurra (EOR) and DeSoto County Utilities staff. The purpose of the meeting was to discuss operations of the DBPS by DeSoto County Utilities, to assist TLC with development of their Construction Sequencing Plan. TLC submitted their Construction Sequencing Plan on April 26<sup>th</sup> and it is currently under review by Ardurra (EOR) and the Authority. TLC is scheduled to begin construction in July 2023.
- May 9, 2023 - TLC has submitted 28 shop drawings to Ardurra for review to date. TLC anticipates mobilization for construction in July 2023.
- August 2023 - Contractor flagged existing on-site pipework & began delivering pipe and equipment to the project. Hurricane Idalia interrupted progress. Anticipate TLC to continue on-site activities by the end of September.
- September 13, 2023 - received updated schedule from TLC which shows Final Completion of project to be February 12, 2024.
- September 18, 2023 - assembly, and installation of 24” ductile iron pipe has begun.
- October 9, 2023 - on-site coordination meeting held with Ardurra, Authority, Walmart & DeSoto County staff discussing tie-in protocols. Project sign installed.
- October 11, 2023 - McKim & Creed worked on existing PLC in preparation of installing new Radio Telemetry Unit and inadvertently cut one neutral circuit & installed another line in wrong location that took out the automatic tank fill valve. Authority Staff & McKim & Creed solved the problem the next day.
- October 16, 2023 - 24” ductile iron pipe assembly complete and pressure tested.
- October 24, 2023 - bacteriological samples passed, awaiting FDEP clearance.



- October 31 – November 14, 2023 - the City of Arcadia is performing a disinfection “free burn.” Tie-in of 24” DIP will occur after free burn has been completed.
- November 15, 2023 – poured concrete pad for new antenna tower.
- November 16, 2023 - Line-stop & tie-in of 24” DIP scheduled for November 16<sup>th</sup>. Could not complete 24” tie-in as an existing 12” valve would not close to isolate tie-in location. Need additional 12” line-stop.
- December 11, 2023 - installed 12” & 16” line stops and performed 24” DIP connection to existing 16” PVC.
- December 12, 2023 – 12” & 16” line-stops removed, backfilled connection location.
- February 6, 2024 – Draining storage tank in order to install new tank isolation valve & influent assembly.
- February 7, 2024 - dismantling existing pipework, Jason Burnett working on SCADA improvements.
- February 8, 2024 – tank isolation valve installed, installing influent assembly.
- February 16, 2024 – new assembly installed; assembly passed visual leak test & grabbed samples for bac-t testing.
- February 22, 2024 – uncovered nonworking motor operated valve & confirmed the valve does not close. New fill valve representative, Jason Burnett (SCADA) & electrician on-site working on fill valve calibration. New influent assembly in operation.
- February 26, 2024 - through March 1, 2024 – coordinating w/Ardurra, Walmart & TLC to develop options for revised effluent assembly bypass needed because as-built information is incorrect and existing valves that need to be closed do not fully close.
- March 4, 2024 – inspected Walmart’s backflow preventors with Stuart Heintz, Walmart’s Maintenance Manager to confirm valves hold eliminating the need for line-stops on the 10” lines between Walmart and the pump station.



***PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY  
BOARD OF DIRECTORS MEETING  
April 3, 2024***

**ROUTINE STATUS REPORTS  
ITEM 7**

**Brackish Groundwater Reverse Osmosis Project at the Peace River Facility**

## **Project Status Report**

**Project:** Brackish Groundwater Reverse Osmosis Project at Peace River Facility

**Date:** April 3, 2024

**Prepared by:** James P. Guida, P.G., Director of Water Resources and Planning

---

### **Project Description**

The Authority's Water Use Permit (WUP) for the Peace River Facility (PRF) was modified in October 2022 to authorize withdrawal of up to 9 MGD of brackish groundwater from wells on the RV Griffin Reserve, which would yield an estimated 5 MGD average annual day of finished water for allocation to Customers.

On February 10, 2023, the Authority requested proposals from firms for the purpose of providing professional design, engineering, inspection and geological services for feasibility, siting, capacity, design, permitting and construction management for the 'Peace River Brackish Groundwater Facility Project' (Project). At the April 5, 2023, meeting the Board approved the selection of Carollo Engineers to conduct the preliminary design and testing for the Brackish Groundwater Project (Project) at the PRF. On July 7, 2023, the Board approved the Professional Services Contract, Scope, and Fee for Work Order No. 1 for the Project. Negotiated costs for Work Order No. 1 are not to exceed \$5,488,750, which includes a \$500,000 Owners Allowance for out-of-scope work if authorized by the Executive Director. The Project is intended to inform the Authority in the selection of its next water supply development project.

This work is included in the CIP portions of the Authority's Amended FY 2023 and Tentative FY 2024 Budgets. Funds are proposed to come initially from the \$100M line of Credit with PNC Bank. Staff recommends these costs be included in any permanent financing that is obtained for the next regional water supply project.

### **Current Status**

Work Order No. 1 (Preliminary Design and Testing for Peace River Brackish Groundwater Supply Project) with Carollo Engineering, was issued on June 8, 2023, and includes well construction, aquifer and groundwater quality testing, and preliminary design of: 1) raw water mains and well sites; 2) injection well(s); and 3) brackish groundwater treatment facilities. The Project also includes permitting services, development of a 30% Design Package, and an engineer's opinion of probable cost. Preliminary Design and Testing for the Brackish Groundwater Project is scheduled for completion in March 2024. The Project is currently on schedule and on budget.

## **Project History Briefing**

**Project:** Brackish Groundwater Reverse Osmosis Project at Peace River Facility

**Date:** December 6, 2023

**Prepared by:** James P. Guida, P.G., Director of Water Resources and Planning

---

The following information summarizes the historical milestones and key events to date for Work Order No. 1 - Preliminary Design and Testing for Peace River Brackish Groundwater Supply Project.

**June 2023** Board approved Work Order No. 1 for the Preliminary Design and Testing for Peace River Brackish Groundwater Supply Project on June 7, 2023. A Pre-Construction Meeting with Project hydrogeologists, engineers and the well drilling contractor was conducted on June 22, 2023, to facilitate Well construction permitting, mobilization of drilling equipment, and initiation of well construction to allow for brackish groundwater testing as soon as possible. A Project Kick-off Meeting was held with the Carollo Team on June 26, 2023. A Brackish Groundwater Drilling and Testing Program authorization request was submitted to the SWFWMD on June 28, 2023, and was approved by the SWFWMD on June 29, 2023.

**July 2023** The well drilling and testing program got underway in early July. The Surficial Aquifer System (SAS) test well (BW-SAS-1) was constructed on July 6, 2023. The 4-inch well was completed to a total depth of 40 ft below land surface (bls) with a screened interval of 20 to 40 ft bls. Construction of the Lower Arcadia Aquifer (LAA) 16-inch test well (BW-LAA-1) commenced on July 18, 2023.

**August 2023** BW-LAA-1 was completed with casing and total depths of 240 ft bls and 350 ft bls, respectively, on August 18, 2023. Preliminary step-drawdown testing was conducted on the well and indicated the well can produce approximately 570 gpm (about 861,000 gpd).

Drilling of the Upper Floridan Aquifer (UFA) test production well (BW-UFA-1) commenced on August 25, 2023. Surface casing installation was completed on August 29, 2023, to a depth of 55 ft bls. Pilot-hole drilling of well continues.

The original configuration of the wellfield was updated to allow for increased production capacity, enhanced sustainability, and to allow for greater flexibility in well construction characteristics. A total of 15 Upper Floridan Aquifer (UFA) production wells are now proposed to serve as the

raw water sources for the brackish groundwater Reverse Osmosis (RO) water treatment facility.

**September 2023** An Application for modification of the Authority's Water Use Permit (WUP) was submitted on September 1, 2023, and was deemed complete on September 15, 2023. A step-drawdown test was completed on September 12, 2023, and achieved a flow rate of 570 gallons per minute (gpm). Pilot-hole drilling of the Upper Floridan Aquifer (UFA) test production well (BW-UFA-1) continues with the pilot-hole depth currently at 600 feet bls. As of the end of September, the drilling and testing program is about 10 days ahead of schedule.

**October 2023** Authority and SWFWMD staff coordinated regarding the draft permit during October and the permit was scheduled for SWFWMD Governing Board consideration at their November 14, 2023, meeting. As of 10/31/23, the total and cased depths of the Lower Arcadia Aquifer (LAA) test production well (BW-LAA-1) were 240 feet and 350 feet bls, respectively. A Step-Drawdown test was completed on September 12, 2023, and achieved a flow rate of 570 gallons per minute (gpm). Pilot-hole drilling of the Upper Floridan Aquifer (UFA) test production well (BW-UFA-1) continues with the pilot-hole depth currently at 600 feet bls. The Suwannee Limestone was identified at a depth of 562 feet bls. The well contractor is in the process of reaming the 30-inch hole to place 590 feet of 20-inch casing. The drilling and testing program is about 2 weeks behind schedule and a larger drilling rig has been mobilized to the site to accelerate the reaming process.

Routing alternatives for the raw water transmission main (RWTM) were discussed and the preferred route was recommended and selected. Conceptual design of the RWTM, raw water wells, and various components of the RO brackish groundwater treatment facility continued. Finished water blending alternatives were discussed and the preferred siting was recommended and selected. Siting alternatives for the deep injection wells were discussed and the preferred siting was recommended and selected.

**November 2023** The requested modification of the Authority's Water Use Permit (WUP) was authorized by the SWFWMD Governing Board on November 14, 2023. The modified permit authorizes Annual Average and Peak Month withdrawals of 11.2 MGD (increase of 2.2 MGD) and 15 MGD (increase of 6.0 MGD), respectively.

The Suwannee Limestone was identified at a depth of 562 feet bls. The well contractor is currently in the process of reaming the 30-inch hole to place 590 feet of 20-inch intermediate casing. Reaming of the hole to set the 20-inch casing continues and is expected to be completed by December 1, pilot-hole drilling into the Suwannee will continue once the intermediate casing



has been installed. As of November 16, 2023, the drilling program is nearly 4-weeks behind schedule due to drilling rig equipment failures. The Consultant and Well Contractor (Applied) are in the process of identifying means to make-up for lost time and to ensure that collection of the information most important to engineering design of the RO treatment system and production wells continues to move forward in a manner that will allow for achievement of 30% design prior to April 2024.

### **December 2023**

The 20-inch Intermediate casing was set to a depth of 590 feet bls and cemented in place. Pilot-hole drilling continued to a depth of 860 feet bls and the Ocala Limestone was identified via index fossil (*Lepidocyclina Ocalana*) and geophysical logging at a depth of approximately 838 feet bls. On December 20, 2023, a 12-hour step-drawdown test was completed on the nominal 10-inch Suwannee pilot-hole using three steps with flow rates of 278, 379 and 432 gallons per minute (gpm). The specific capacity during the third step (432 gpm) was calculated to be 13.82 gallons per minute per foot (13.82) indicating a productive permeable zone in the Suwannee Limestone.

Conceptual design of the RO brackish groundwater treatment facility, raw water wellfield, raw water transmission main, and injection wells was completed and submitted on December 7<sup>th</sup> for the Authority's review. A workshop was held on December 12<sup>th</sup> to discuss and review the various conceptual design components, and to receive initial comments from the Authority. Final comments on the conceptual design from the Authority were requested and received by December 19<sup>th</sup>. Addressing and incorporating the Authority's comments was initiated.

### **January 2024**

The 7-day Suwannee Pilot-Hole Constant-Rate Test began at 9am on January 4, 2024 and concluded at 9am on January 11, 2024. A flow rate of approximately 480 gpm was maintained. Both manual water levels and pressure transducer water levels were collected before, during and after the test. Field water quality measurements were collected 168 times (once per hour) during the testing. Fourteen (14) water quality laboratory samples were collected throughout the test including a full primary and secondary drinking water standards sample at the end of the test. The water quality was extremely stable throughout the test with specific conductance increasing minimally from 1709 uS/cm at the start of the test to 1,710 uS/cm at the end of the test. The TDS was estimated to be approximately 1,077 mg/L.

Addressing and incorporating the Authority's comments on the conceptual design was completed. An intermediate design plan set of the RO brackish groundwater treatment facility, raw water wellfield, raw water transmission main, and injection wells is being completed for use towards developing the draft opinion of probable construction cost (OPCC). Equipment quotes were solicited and received from vendors for use in the draft OPCC. These will also be submitted to the Authority for the Authority's CMAR review/use. The draft OPCC has been initiated and will be submitted to the Authority in

early February. Water quality data from the constant rate test for the Suwannee will be reviewed and interpreted for any design revisions upon receipt from the laboratory.

## **February 2024**

The 7-day Suwannee/upper Avon Park Pilot-Hole Constant-Rate Test was undertaken from February 2 to February 9, 2024. A flow rate of approximately 1,339 gpm (1.93 MGD) was maintained. Both manual water levels and pressure transducer water levels were collected before, during and after the test. Field water quality measurements were collected 168 times (once per hour) during the testing. Fourteen (14) water quality laboratory samples were collected throughout the test including a full primary and secondary drinking water standards sample at the end of the test. The water quality was extremely stable throughout the test with specific conductance. The TDS at the end of the 7-day CRT was 1,040 mg/L. On February 22, Carollo's hydrogeologic subconsultant (RESPEC) recommended that the UFA Test/Production well be completed as a Suwannee/upper Avon Park production zone with a cased depth of 600 feet bls and total depth of 1,160 feet bls. Authority staff agreed with RESPEC's recommendation on February 23.

The intermediate (finalized conceptual) design was completed and submitted by Carollo for the RO facility, raw water wellfield, raw water transmission main, injection wells and concentrate piping. The first draft of the Engineer's Opinion of Probable Construction Cost (OPCC) was submitted to the Authority in early February for the Authority's CMAR review/use. Water quality data from the constant rate tests for both the Suwannee and Suwannee / upper Avon Park pilot holes was received, reviewed, and the RO process projections updated. Design progression was continued to preliminary design (30% design) for the RO facility, wellfields, and conveyances. A draft of the 30% design documents was provided for the Authority staff's review on March 4, 2024.

***PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY  
BOARD OF DIRECTORS MEETING  
April 3, 2024***

**ROUTINE STATUS REPORTS  
ITEM 8**

**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:** March 18, 2024

---

**Mosaic Fertilizer, LLC—Ona Mine**

In October 2023, Mosaic Fertilizer, LLC (“Mosaic”) submitted an application to the Florida Department of Environmental Protection (“DEP”) for an environmental resource permit (“ERP”) modification (MMR\_0169281-018) for its 2023 Ona Infills and Reclamation Redesign Project (“Project”) for its Ona Mine (a phosphate mine). The application requests to modify the ERP to do the following: increase the mine boundary and Project Area by a net 130.9 acres; reclassify 2.8 acres within the Ona Mine boundary from “undisturbed” to “disturbed”; expand the surface water management (perimeter ditch and berm) system to encompass the expanded boundary area; authorize impacts to 5.02 acres of wetlands and 5.22 acres of other surface waters within the 2023 Ona Infills (which is a component of the Project), for which only 8.23 acres require mitigation; re-establish drainage patterns through mine reclamation; avoid 120.2 acres within the Hardee County Ona Rural Center setback area and place 100.5 acres of this avoided area under a conservation easement; approve a mitigation plan for the 2023 Ona Infills component of the Project to offset the functional loss attributable to the additional impacts documented above; and revise the approved



mitigation plan for the Ona Mine to reflect the mine-wide revision of the reclamation plan submitted in the corresponding Conceptual Reclamation Plan (no new wetland or surface water impacts will occur outside of the 2023 Ona Infills parcels).

The application states that mining of the 2023 Ona Infills will require less than one year to complete. The proposed activities to be conducted on the 2023 Ona Infills are identical to those currently authorized by ERP MMR\_0169281, and consist of site preparation, mining, sand and overburden backfill, and reclamation. The 2023 Ona Infills will be integrated into the existing Ona Mine’s stormwater management system, including treatment and discharge pursuant to the industrial wastewater (“IW”) permits issued by DEP, and the existing Ona Mine water recirculation system is already authorized by IW permits (Wingate IW Permit No. FL0032522 and Four Corners IW Permit No. FL0036412).

On December 4, 2023, DEP issued a request for additional information (“RAI”) to Mosaic regarding the application. The RAI requested additional information regarding the following: the project acreage; the 2.8-acre area being reclassified from undisturbed to disturbed; the proposed mitigation; the amount of wetland, stream and other surface water disturbances/impacts proposed; and the maps submitted with the application. In addition, the RAI requested additional information on the submitted Payne Creek plan as it is substantially different from the currently approved plan and it is not clear if the proposed plan provides the same level of regional benefit; the revised stream report; the 2023 Ona Infills mitigation plan; and the clay disposal plan/schedule. On February 5, 2024, DEP approved a request from Mosaic to extend the deadline to respond to the RAI to April 1, 2024.



Ona Mine is drained by several tributaries that flow from north to south through the site: Brushy Creek, Horse Creek, West Fork of Horse Creek, Hickory Creek, Oak Creek, Troublesome Creek and the Myakka River, many of which are tributaries to the Peace River. A portion of the Ona mine area also includes Horse Creek, a tributary to the Peace River.

**Mosaic Fertilizer, LLC- South Fort Meade Mine Phosphate Management Facility Permit**

On November 17, 2022, Mosaic submitted an application for a permit modification (No. FL0037958-024) to its existing phosphate management facility permit for its South Fort Meade (“SFM”) Mine. On August 17, 2023, DEP gave notice of its preparation of the permit modification (No. FL0037958-024). The modification adds additional acreage into the SFM Mine boundary. The project includes the mining of phosphate ore within the SFM-EE Mine boundary to extend operation of the SFM Mine beneficiation plant. Additionally, the project includes the construction of necessary infrastructure such as a utility corridor and a dragline walk path to relocate draglines from the existing SFM-ER to the SFM-EE mine boundary. The SFM-EE Project Area totals approximately 3,170 acres and includes approximately 2,203 acres to be mined. With the addition of the mining and project area for SFM-EE, the total acreage of the SFM Mine will increase to approximately 36,309 acres. Mining is scheduled to begin in 2025. The permit modification explains that: proposed mining is not expected to cause any changes or issues for the existing SFM Mine outfalls; there are no proposed changes in processing nor increase production rates; no new clay settling areas or outfalls are requested as a result of this permit modification; mining and reclamation in the additional areas will not be materially different from before; and discharge water at the permitted outfalls will remain in compliance with existing permit limitations.





Additionally, on May 31, 2023, DEP received a minor permit modification request (No. FL0037958-027) from Mosaic to allow the temporary and limited transfer of wastewater from Lake Branch Dairy (NPDES Permit No. FLA183075) into the mine boundary for the Mosaic SFM Mine. The proposed transfer of this wastewater will discharge in the north-eastern section of CSA SFM-9. On July 28, 2023, Mosaic submitted its response to DEP's June 29, 2023 RAI.

As of the date of this report, there has been no further action on this minor permit modification request or permit modification No. FL0037958-024. The SFM Mine is located at 5880 Manley Road, Fort Meade, Florida in Polk and Hardee Counties, within the Peace River watershed.

#### **Mosaic Fertilizer, LLC- Green Bay Facility**

On May 5, 2021, DEP issued a final permit to Mosaic in response to its application (NPDES FL0000752-020-IW1S/RA) for a major modification of the wastewater discharge permit for its Green Bay Facility (the "2021 Permit"). The Green Bay Facility permanently discontinued all manufacturing activities and was idled in 2006, with plant closure initiated in 2012. The 2021 Permit authorized reactivation of the then inactive lined Green Bay Lined North Gypsum Stack ("Lined North Gypstack") to re-initiate or resume its use to accommodate ongoing phosphate manufacturing. The 2021 Permit for resuming operation of the Lined North Gypstack included modifications to specific operations to incorporate the transfer of phosphogypsum from the Bartow Facility for use at the Green Bay Facility.

On January 9, 2023, Mosaic submitted an application for modification of its NPDES Permit No. FL0000752. This permit modification application is for the Green Bay Facility Phase II gypsum stack extension ("GB Phase II") (PA File No. FL0000752-024-IW1S/RA). The application explains



that the GB Phase II extension will consist of an approximately 300-acre lined addition to the existing Phase I North Gypsum Stack. On February 20, 2023, DEP issued a RAI and Mosaic responded to the RAI on March 22, 2023. DEP deemed the application complete on April 28, 2023. On May 4, 2023, notice of the application (PA File No. FL0000752-024-IW1S/RA) was published. On January 19, 2024, DEP issued a notice of draft permit modification—substantial revision. On January 25, 2024, notice was published of DEP’s preparation of the draft permit modification. On February 15, 2024, Mosaic submitted its comments on DEP’s draft permit modification.

Further, in December 2023, Mosaic submitted a renewal application to DEP for renewal of its NPDES permit for the Green Bay Facility (File No. FL0000752), which is currently set to expire on June 13, 2024. The application for the NPDES permit renewal includes information regarding: surface water monitoring; groundwater monitoring; cut-off wall monitoring; lime treatment system; remaining closure activities; the passive seismic monitoring system and real time monitoring reports; the closed gypsum stack; outfall flow information; and biological monitoring. On January 12, 2024, DEP issued a RAI regarding the renewal application, and Mosaic submitted its RAI response on February 8, 2024. On February 9, 2024, DEP deemed the renewal application complete and estimated that a draft permit would be issued in March 2024 and the final permit issued in May 2024.

The Green Bay Facility is located in Bartow, Polk County, just outside of, but near the boundary of, the Peace River watershed, and the Bartow Facility is located in Bartow, Polk County at the boundary line of the Peace River watershed. The receiving waters for some of the Bartow Facility project’s outfalls are located within the Peace River watershed. The topography within the



GB Phase II areas to the east gently slope to elevations around 140 feet (NGVD) governed by the Sweetwater Branch and Six Mile Creek flowing easterly to the Peace River.

**Mosaic Fertilizer, LLC—Bartow Facility**

On January 5, 2024, DEP sent an inspection report and compliance assistance offer (“Offer”) following a dam compliance inspection conducted at Mosaic’s Bartow Facility. The Offer documents non-compliance at the Bartow Facility with regards to the reassessment of the Fate & Transport Model (“Model”) stipulated to in a permit condition (NPDES FL0001589). In a February 2, 2024 correspondence, Mosaic explains that it has developed a proposed plan and timeline to install additional monitoring wells, conduct monitoring, and complete the reassessment of the Model.

The Model was performed in 1999 to predict the changes in water quality in the surficial aquifer system outside of the Bartow Complex soil-bentonite cut-off walls, and a review of the 1999 Model was performed in 2018 and a report on the Model review submitted to DEP in October 2018. In the October 2018 report, Mosaic’s consultant reviewed the water quality predictions outside the cut-off wall for three different directions: (i) east of the south gypsum stack; (ii) south of the south gypsum stack; and (iii) north/northeast of the south gypsum stack. Based on the review of the water quality with the Model, it was concluded that the parameters used in the Model should be re-evaluated and the model updated to provide enhanced predictions. The re-evaluation plan submitted by Mosaic in February 2024 states that it is prepared to collect water quality data from additional locations, perform field sampling and testing, prepare a fate and transport model for each of the three different directions and re-calibrate the model with field collected data to better predict the transport of contaminants with time and distance from the cut-off wall.



Additionally, on February 20, 2024, DEP deemed Mosaic's January 25, 2024 Permit Modification Application (NPDES No. FL0001589-027-IW1S) for the Bartow Facility complete. The application proposed a revision to the approved closure plan for the South Gypsum Stack at the Bartow Facility and explained that the proposed revisions are intended to expedite closure and enable earlier removal of the remaining upper slopes and top gradient area from the Bartow Facility's process watershed.

The Bartow Facility's operations include production of sulfuric acid, phosphoric acid, and ammoniated fertilizer products. 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- New Wales Facility**

On January 31, 2023, Mosaic submitted an application to DEP to renew its NPDES permit (FL0036421-023) for its New Wales Facility. The permit authorizes Mosaic to discharge stormwater, treated process wastewater, non-process wastewater, and excess groundwater from production and recovery wells via existing Outfall D-006.

The application also requests a revision of the permit for authorization to construct the Phase IV Gypsum Stack Extension in accordance with the Phosphogypsum Stack System Construction/Operation Permit Application submitted concurrent with the renewal application. The Phase III Gypsum Stack Extension was authorized as part of the revised permit issued on



October 15, 2021 as FL0036421-022 for construction of the Phase III Gypsum Stack Extension in conjunction with the 3-tiered Subsurface Activity Early Detection System (“SAEDS”). The Phase IV Extension will incorporate the same 3-tiered SAEDS as installed in the Phase III Extension. The proposed Phase IV Gypsum Stack Extension has a total area of 320 acres and abuts the south side of the Phase III portion of the South Gypsum Stack. The Phase IV Extension is comprised of: (i) a lined area of 226 acres for gypsum stacking; (ii) 23 acres of perimeter earthen containment dikes and toe roads; and (iii) 71 acres of stormwater drainage ditches and access roads. Of the total area of 320 acres, 35 acres are coincident with the existing Phase III portion of the South Gypsum Stack, resulting in a net change in area of 285 acres from the Phase IV Extension. The application states that a geophysical investigation of the Phase IV Extension identified several locations requiring further exploration with test borings and piezometer installations. The application also requests a change to the Outfall D-006 wastewater system to relocate an existing 4,100-foot-long reach of the Area A-11 to Area K-4 drainage ditch to accommodate construction of the proposed Phase IV Gypsum Stack Extension.

Mosaic’s April 7, 2023 response to a March 2, 2023 RAI stated that Mosaic had elected to withdraw the request to revise the existing permit to include authorization to construct the Phase IV Gypsum Stack Extension (but see the below paragraph). On May 3, 2023, DEP deemed the application complete. On November 17, 2023, DEP issued a notice of draft permit, and on February 6, 2024, DEP gave notice of its intent to issue the permit (FL0036421-023).

On February 15, 2024, Mosaic submitted an engineering report to support the New Wales Plant Phase IV Gypsum Stack Extension. The February 2024 submittal includes the



construction/operation permit application (NPDES Permit FL0036421) and states that the Phase IV Extension will consist of an approximately 224-acre lined addition to the existing South Gypsum Stack and Phase III Extension. The report contains: an overview of the existing South Gypsum Stack and Phase III Extension; facility and area information; a description of the key features of the Phase IV Extension and compliance of the basic design with the regulatory requirements; hydrogeologic and geotechnical evaluations, including results of the geotechnical and geophysical field exploration programs and laboratory testing programs; design and construction recommendations, including seepage and slope stability analyses and stormwater conveyance; operation guidelines and a revised groundwater monitoring plan; a conceptual closure plan for the combined South Gypsum Stack and Phase III and Phase IV Extensions for conditions at the end of life of the Phase IV Extension; and technical construction specifications.

The New Wales Facility manufactures solid ammoniated phosphate fertilizers and animal feed ingredients and is located on County Road 640 West, southwest of Mulberry, Florida near the Hillsborough County line. The New Wales Facility, through the Phase III Gypsum Stack extension, encompasses 2,260 acres, and will increase to 2,545 acres with the proposed Phase IV Extension. The facility has one outfall, designated D-006, located approximately 3 miles southeast of the facility boundary on the South Prong Alafia River.

**Alico, Inc.—Orange Co Excavation ERP**

In 2023, Alico, Inc. submitted an ERP application (MMR\_332384) to DEP for its 79.82-acre Orange Co Excavation project. The application explains that the excavation project will be done in two phases and entails extracting sand and shell to be used on future development projects for





public and private development. The application states that the site will produce no offsite discharge other than the moisture in the soil leaving the site from excavation. The estimated life of the mine, including reclamation, will be ten years from the start date (which will be upon issuance of the ERP from DEP and the excavation permit from Charlotte County).

On November 2, 2023, Alico, Inc. submitted its response to a May 22, 2023 RAI from DEP, which clarifies that this site is an active mine (pursuant to the Southwest Florida Water Management District [“SWFWMD”] permit referenced below), and the RAI itself notes that there are no wetland or other surface waters impacts. On November 6, 2023, notice of the application was published in a newspaper. On January 5, 2024, Southwest Engineering and Design submitted a response to a November 28, 2023 RAI from DEP regarding the application.

The subject property is currently an active excavation site under SWFWMD ERP No. 33845. This project is located in Punta Gorda and is within the Peace River Basin, in the Shell Creek portion of the Lower Peace River.

### **Harborview Properties Neal Road LLC—Harborview Excavation**

In 2023, Harborview Properties Neal Road LLC (the “Applicant”) submitted an ERP application to DEP for its proposed Harborview Excavation project. The Harborview Excavation project consists of a project/permit area of 478.32 acres. The project will include extracting sand and shell in four phases to be used on future development projects for public and private development. The estimated life of the mine, including reclamation, will be ten years.

On October 31, 2023, the Applicant submitted its response to a May 22, 2023 RAI from DEP, which includes a Revised Technical Memorandum on the analysis of potential impacts to



environmental features due to the dewatering of the surficial aquifer system for the sand and shell excavation. On November 28, 2023, DEP issued another RAI to the Applicant requesting: revised application forms; additional engineering and hydrology information; revised and/or additional plans, maps and figures; a figure differentiating the project and property boundaries; and a clarification regarding the groundwater monitoring plan. On January 12, 2024, the Applicant submitted its response to the November 2023 RAI. Additionally, on January 18, 2024, DEP issued a Pre-Application Site Inspection Report.

The Harborview Excavation project is located southwest of the intersection of Neal Rd and Graham Rd in Charlotte County, within the Peace River Basin, specifically in the lower Peace River area.

**Estech, L.L.C—Agricola Closed Phosphogypsum Stack**

On October 30, 2023, Estech, L.L.C. (“Estech”) submitted a NPDES permit renewal application (No. FL0160083- 005-IW1S/NR) for its Agricola Closed Phosphogypsum Stack facility (“Facility”). On December 5, 2023, DEP issued a RAI requesting additional information regarding: the conductivity study provided; the mixing zone calculations (for the mixing zone between Hookers Prairie and the Estech NPDES outfall); sampling results; groundwater quality review; explanation of the exceedances in Radium shown by one of the well’s sampling results; flow measurements; and nitrogen loading levels. Estech submitted its response to the RAI on January 3, 2024. On January 31, 2024, DEP staff in the Water Quality Standards Program provided comments on specific issues with the mixing zone calculations in Estech’s mixing zone study and a potential alternative to the mixing zone.



The application explains the nature of the business as “closed phosphogypsum stack monitoring and maintenance, citrus farming and cattle production.” The Facility is located in Agricola, FL in Polk County and is within (or near the border of) the Peace River Basin.

### **New Florida Ventures, Inc. Mine Expansion**

On November 21, 2022, New Florida Ventures, Inc. submitted an application to modify its existing ERP (MMR 261889-006) to expand its current mine boundary. On March 4, 2024, New Florida Ventures submitted a response package to a RAI issued by DEP.

In 2006, the ERP was first issued to New Florida Ventures for a surface water management system for a sand mine on a 92.52-acre property, with a project area of 58.5 acres. The site is currently permitted to excavate 1,800,000 cubic yards (“CY”) of sand fill material. Through this proposed expansion, New Florida Ventures proposes to excavate, process and haul an approximately additional 1,106,819 CY of fill (for a total of 2,906,819 CY of sand and fill material) and to expand the mine boundary (it is not clear from the application how many acres the boundary will be expanded but the application does state that the project site is a 231 acre parcel). The application proposed to excavate a borrow pit in a single phase, with a total combined lake area of 54.1 acres. The borrow pit will expand the existing cells 2 and 3 at the site and combine them with cell 1.

The mine is located on the west side of County Road 769, approximately half a mile southwest of the intersection with County Road 760 in DeSoto County. The site drains south towards wetlands located at the south end of the property, then to Horse Creek. The site appears to



be located just a few miles from the Peace River and less than half a mile from the Peace River State Forest.

**Three Suns Ranch LLC—Florida Shell and Fill Mine Expansion**

On March 6, 2024, Three Suns Ranch LLC submitted an application (MMR 232489-005) to DEP for an expansion of a sand and fill mine in Punta Gorda. The application proposes to excavate, process, and haul approximately 1,212,000 CY of sand and fill material in 10 years. The application states that excavated material will be excavated and stockpiled and de-saturated on site, and upon completion, the lake banks will be restored to a four to one side slope and stabilized.

The application states that the entire 53.59-acre expansion area will be treated as one cell to be bermed and excavated, and that it will use the cells in the existing mine to serve as water storage for the dewatered expansion area. The engineering report submitted with the application states the mining activities as well as the stormwater management system which will meet or exceed current regulatory requirements during mining operations. In addition, the report outlines the process necessary to protect the wetland areas located on the property. The project site is a 53.59 acre parcel located in Punta Gorda, near the Peace River.

**HarborView Properties Neal Road, LLC —Water Use Permit**

On January 30, 2024, HarborView Properties Neal Road, LLC submitted a water use permit (“WUP”) modification application (no. 13096.004) to SWFWMD. The modification requests to increase the annual average quantity from 0.4393 million gallons per day (“mgd”) to 2.565 mgd and the peak month quantity from of 2.769 mgd to 2.822 mgd. The existing permit authorizes withdrawals from the Upper Floridan Aquifer (“UFA”) from two withdrawal points. The application



states these two withdrawal points will be plugged and abandoned and all quantities will be coming from the Surficial Aquifer, forfeiting all existing UFA quantities.

The permit is for mining/dewatering uses in Charlotte County and is located in the Peace River basin.

**Joshua Water Control District—Water Use Permit**

On January 17, 2024, SWFWMD issued a WUP modification (no. 2386.025) to Joshua Water Control District that authorizes the construction of two withdrawals for crop protection to increase the freeze protection pump capacity. The annual average quantity remains 14.1322 mgd, the peak month quantity remains 83.8243 mgd, and the crop protection quantity increases from 1.7318 mgd to 1.8182 mgd. The permit is for agricultural uses in Desoto County and is located in the Southern Water Use Caution Area and Peace River basin.

**Lennar Homes LLC—Water Use Permit**

On January 12, 2024, SWFWMD issued a WUP modification (no. 12586.006) to Lennar Homes LLC that increases the annual average quantity from 0.4446 mgd to 0.6246 mgd, with the peak month quantity remaining at 1.7279 mgd. The permit is for landscape/recreation uses in Charlotte County and is located in the Southern Water Use Caution Area and Peace River basin.

**Polk County BOCC—Water Use Permit**

On February 13, 2024, SWFWMD issued a WUP modification (no. 12800.009) to Polk County BOCC that authorizes an increase in annual average quantity from 0.4147 mgd to 0.8579 mgd and an increase in the authorized peak month quantity from 1.6588 mgd to 4.3648 mgd. The increase in quantities is from the transfer of quantities from WUP No. 20012734.002 and WUP No.



2002220.004. The permit states that those water use permits will be canceled and there is no overall increase in withdrawals. The permit is for public supply uses in Polk County and is located in the Peace River and Green Swamp basins.

**SRQ Land LLC—Water Use Permit**

On February 27, 2024, SWFWMD issued a WUP modification (no. 20192.001) to SRQ Land LLC that authorizes an increase in annual average quantity from 0.7239 mgd to 1.4478 mgd and an increase in the authorized peak month quantity from 1.9157 mgd to 3.8314 mgd. The increase in quantities is due to the loss of alternative water supplies and activation of previously permitted standby groundwater quantities. The permit is for agricultural uses in Sarasota County and is located in the Southern Water Use Caution Area and Manasota basin.

**Schroeder-Manatee Ranch, Inc.—Water Use Permit**

On December 19, 2023, Schroeder-Manatee Ranch, Inc. submitted a WUP modification application (no. 7846.032) to SWFWMD that requests the combination of WUPs 20007846.031 and 20011019.011 and the modification of the water use type associated with new planned residential developments within the current WUP 20011019.031 boundary. The modification requests to increase the annual average quantity from 18.237 mgd to 19.696 mgd and the peak month quantity from 55.731 mgd to 60.057 mgd. The change in allocation is for supplemental irrigation quantities to irrigate an additional 675.27 acres of lawn/landscape and golf courses area associated with the three proposed developments. The irrigation demand will be supplied using a combination of reclaimed water, surface water and groundwater with a total annual average and peak month quantity of 1.458 mgd and 4.325 mgd, respectively. On December 12, 2023, SWFWMD issued a RAI





requesting, among other things, that the applicant complete and submit a Net Benefit Supplemental Form, as required by all permit applications that are requesting new quantities within the SWUCA. On March 8, 2024, Schroeder-Manatee Ranch, Inc. submitted its response to the RAI.

The permit is for landscape/recreation and agricultural uses in Manatee and Sarasota Counties and is located in the Most Impacted Area (“MIA”) of the Southern Water Use Caution Area and Manasota basin.

#### **Charlotte Harbor Water Association—Water Use Permit**

On October 31, 2023, SWFWMD received a WUP modification application (no. 1512.016) from Charlotte Harbor Water Association that requests to add three raw water supply production wells to meet the required wellfield production and rotational capacity, and to increase the annual average quantity from 0.91 mgd to 1.8 mgd and the peak month quantity from 1.028 mgd to 2.0 mgd. The WUP modification explains that the change in quantities is required to meet its upgraded plant capacity. On November 8, 2023, SWFWMD issued a RAI requesting additional information regarding the proposed demand, population projections, and per capita rates, among other things. On February 13, 2024, SWFWMD granted a time extension request, extending the deadline to respond to the RAI through May 6, 2024.

The permit is for public supply uses in Charlotte County and is located in the Southern Water Use Caution Area and Peace River basin.

#### **Manatee County BOCC—Water Use Permit**

On February 21, 2023, Manatee County BOCC submitted a WUP modification application (no. 13343.005) for the implementation of Groundwater Replacement Credits at East County Field



("ECWF") and Buffalo Creek Well Field ("BCWF"). The application included an Impact Analysis Report prepared to support the requested implementation of Groundwater Replacement Credits ("GWRC"). It explains that the SWFWMD rules require that if a WUP is requesting new groundwater withdrawals that causes impact in the UFA within the MIA, it must utilize a Net Benefit strategy. Both well fields, ECWF and BCWF, will utilize the Mitigation Plus Recovery Net Benefit strategy, which requires that new drawdown in the UFA within the MIA boundary be offset plus an additional 10% of the drawdown impact provided as recovery in the MIA by use of a mitigation method. The application states that both well fields will utilize recharge of the UFA via GWRC and quantity retirement as mitigation. The GWRC and quantity retirement are earned by Manatee County supplying reclaim water to WUPs to offset groundwater withdrawals that cause impact in the UFA within the MIA. Both well field sites are under the management of the Manatee County Utilities.

The Manatee County permit is a consolidated WUP including all their groundwater and surface water sources. The current total annual average quantity and peak month quantity for the entire permit is 54.836 mgd and 70.734 mgd. The current permitted quantity allotted to the ECWF is 15.986 mgd with 3.1 mgd of groundwater flexibility available, bringing the total allotted quantity to 19.086 mgd. The current permitted quantity allotted to BCWF is 3.95 mgd. The flexibility quantity associated with ECWF and the total allotted quantity at BCWF are available due to the net benefit provided by previously calculated GWRC and retirement quantities. A GWRC quantity of 4,976,083 gallons per day ("gpd") and retirement quantity of 380,500 gpd was used to calculate the new total annual average quantity associated with the BCWF. The report states that the flex quantity at the



ECWF and total quantity at the BCWF is feasible due to recharge of the UFA within the MIA from GWRC and retirement quantities.

On March 15, 2023, SWFWMD issued a RAI and on February 21, 2024, Manatee County submitted a response to the RAI. On March 18, 2024, SWFWMD issued a clarification letter requesting: updated groundwater modeling files, supporting documentation regarding the recharge well and net benefit requirements, and updated calculations of reclaimed water quantities that are associated with groundwater replacement credits.

The permit is for public supply uses and is located in Manatee County within the MIA of the Southern Water Use Caution Area and Manasota Basin.

### **Taylor Woodrow Communities at Artisan Lakes LLC —Water Use Permit**

On June 28, 2023, Taylor Woodrow Communities at Artisan Lakes LLC (“Taylor Woodrow”) submitted a WUP modification application (no. 3744.013) to SWFWMD that requests to increase the irrigated acreage from 227.6-acres to 472.4-acres and explains that the additional irrigated acreage allocation will be met with the same irrigation methodology currently employed at the development. The application also requests a “temporary 5-year permit” increasing the annual average quantity from 0.452 mgd to 0.9209 mgd, and a peak month quantity of 3.0166 mgd. A change to the allocation from the UFA is also requested—to 0.459 mgd annual average quantity (currently permitted for 0.3861 mgd). The application explains that after 5 years or sooner, the development will be permanently on reclaimed water and the backup to the reclaimed use will be the surface water quantities only. It also states that “hydrogeologic evaluation of the requested



allocations indicates there are negligible, temporary impacts to existing legal uses or environmental receptors.” On July 19, 2023, SWFWMD issued an RAI which included the following request:

The submitted application states that the applicant is requesting that the allocation from the Upper Floridan aquifer be reverted to revision 20003744.008 which would increase Upper Floridan aquifer quantities. As you may be aware, the District has implemented regulations regarding water use in the Southern Water Use Caution Area (SWUCA).....Applications for New Quantities that impact an MFL will not be approved unless a Net Benefit is provided that offsets the impact. Please indicate if you would like to apply for additional quantities through a Net Benefit. If you would like to obtain new quantities using a Net Benefit, please provide the donor permit number, associated quantities, and all appropriate forms....

SWFWMD has granted extensions of time to respond to the RAI through May 14, 2024. The WUP is for agricultural uses in Manatee County and is located within the MIA in the Southern Water Use Caution Area and Manasota basin.