

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

AGENDA

December 4, 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. 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 Joe Tiseo, Charlotte County, Vice Chairman
Commissioner Jason Bearden, Manatee County
Commissioner Ron Cutsinger, Sarasota County

CALL TO ORDER

INVOCATION

Commissioner Elton Langford

PLEDGE OF ALLEGIANCE

Led by the Board

WELCOME GUESTS

HOST COUNTY REMARKS

Mandy Hines, DeSoto County Administrator

PUBLIC COMMENTS

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

AWARDS/RECOGNITIONS

1. Employee Service Awards
2. Government Finance Officers Association Certificate of Achievement Award

CONSENT AGENDA

1. Minutes of the October 4, 2024 Board of Directors Meeting
2. Board of Directors Meeting Schedule for CY 2025
3. Special District Public Facilities Report (December 2024)
4. CY 2025 Peace River Hydrobiological Monitoring Program (HBMP) Work Order with Environmental Science Associates
5. Regional Integrated Loop Phase 3C Easement Acquisition
6. Resolution 25-01 Authorizing Alternate Signatory Delegation
7. Hurricane Ian Damage Repair Update
8. Declaration of Surplus

REGULAR AGENDA

1. Water Supply Conditions and Year-End Summary for FY 2024
2. 2024 Hurricane Season Update
3. Third Amended Master Water Supply Contract - Final Action
4. 2025 Projects Schedule Milestones
5. Owner Direct Purchase of Pipe Materials for PR3

GENERAL COUNSEL'S REPORT

EXECUTIVE DIRECTOR'S REPORT

ROUTINE STATUS REPORTS

1. Hydrologic Conditions Report
2. Check Registers for September and October 2024
3. Peace River Regional Reservoir No. 3 (PR3) Project
4. Regional Integrated Loop System Phase 2B Interconnect Project
5. Regional Integrated Loop System Phase 3C Interconnect Project
6. Peace River Facility Expansion Project
7. Partially Treated Surface Water ASR Project
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 (Pending Board Approval)

February 05, 2025 @ 9:30 a.m.

Peace River Facility

Water Quality and Training Center

8998 SW County Rd. 769, Arcadia, Florida

ADJOURNMENT

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

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PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
December 4, 2024

AWARDS/RECOGNITIONS
ITEM 1

Employee Service Recognition

Presenter -

Richard Anderson, Executive Director

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

The Authority is pleased to recognize the following employees for their service:

Milestone	Employee	Position
5 Years	Tyler Gregan	IT Systems Technician
10 Years	Ann Lee	Finance & Budget Senior Manager
	Robert Garcia	Mechanic II
15 Years	Al Brackins Jr.	Water Plant Operator C

***PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
December 4, 2024***

**AWARDS/RECOGNITIONS
ITEM 2**

Government Finance Officers Association Certificate of Achievement Award

Presenter -

Richard Anderson, Executive Director

For the sixth consecutive year the Government Finance Officers Association of the United States and Canada (GFOA) has awarded the Certificate of Achievement for Excellence in Financial Reporting to Peace River Manasota Regional Water Supply Authority for its Annual Comprehensive Financial Report for the fiscal year ended September 30, 2023.

Attachments:

GFOA Certificate of Achievement for Excellence in Financial Reporting
GFOA Press Release



Government Finance Officers Association

Certificate of
Achievement
for Excellence
in Financial
Reporting

Presented to

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

For its Annual Comprehensive
Financial Report
For the Fiscal Year Ended

September 30, 2023

Christopher P. Morill

Executive Director/CEO



GOVERNMENT FINANCE OFFICERS ASSOCIATION
NEWS RELEASE

FOR IMMEDIATE RELEASE

10/11/2024

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

(Chicago, Illinois)—Government Finance Officers Association of the United States and Canada (GFOA) has awarded the Certificate of Achievement for Excellence in Financial Reporting to **Peace River Manasota Regional Water Supply Authority** for its annual comprehensive financial report for the fiscal year ended September 30, 2023. The report has been judged by an impartial panel to meet the high standards of the program, which includes demonstrating a constructive "spirit of full disclosure" to clearly communicate its financial story and motivate potential users and user groups to read the report.

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

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

***PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
December 4, 2024***

**CONSENT AGENDA
ITEM 1**

Minutes of October 2, 2024 Board of Directors Meeting

Recommended Action -

Motion to approve the minutes of October 2, 2024, Board of Directors Meeting.

Draft minutes of the October 2, 2024, Board of Directors Meeting are provided for approval.

Attachments:

Draft minutes of the October 2, 2024, Board of Directors Meeting.

Minutes of Board of Directors Meeting
PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
Charlotte County Administration Center
Commission Chambers, Room 119
18500 Murdock Circle, Port Charlotte, FL

October 2, 2024

Board Members Present:

Commissioner Elton Langford, DeSoto County, Chairman
Commissioner Joseph Tiseo, Charlotte County, Vice Chairman
Commissioner Jason Bearden, Manatee County
Commissioner Ron Cutsinger, Sarasota County Alternate

Staff Present:

Richard Anderson, Executive Director
Doug Manson, General Counsel
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 Authority's permanent records.

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

Commissioner Langford welcomed guests and recognized Commissioner Ron Cutsinger as Commissioner Moran's alternate.

HOST COUNTY REMARKS

Hector Flores, County Administrator, offered the host remarks and welcomed everyone to Charlotte County.

PUBLIC COMMENTS

Public comment was made by Tim Ritchie.

CONSENT AGENDA

1. Approve Minutes of August 7, 2024, Board of Directors Meeting and Budget Hearing
2. Approve Projects for State of Florida Grant Funding (Local Funding Initiatives)
3. Approve 2025 Authority Goals and Initiatives Pursuant to Chapter 189.0694, F.S.
4. Approve Disbursement of Funds for FY 2024 Debt Service Coverage Payments
5. Approve Phase 3C Regional Interconnect – Contract Amendment for Pumping & Storage Design
6. Approve Phase 3C Regional Interconnect – Purchase of Pipeline Easements

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

REGULAR AGENDA

1. Water Supply Conditions Report

Jim Guida presented the Water Supply Conditions at the Peace River Facility as of September 16, 2024 for the Board’s information.

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

September Water Demand	25.49 MGD
September River Withdrawals	30.02 MGD
<u>Storage Volume:</u>	
Reservoirs	6.43 BG
ASR	<u>8.40 BG</u>
Total	14.83 BG

2. Adoption of 2025 Legislative Priorities

Doug Manson discussed the proposed legislative priorities for the Authority in 2025. Board-approved legislative priorities will be presented to each of the Authority Members' legislative delegations and will guide the Authority’s legislative lobbying efforts for the year. The regular session of the State Legislature is scheduled from March 4, 2025, to May 2, 2025.

Commissioner Bearden asked why not seek more or less than \$15 million. Mr. Manson explained that the lobbyist gauged the state's previous response and recommended this amount.

Motion was made by Commissioner Tiseo, seconded by Commissioner Bearden to adopt Legislative Priorities for 2025. The motion was approved unanimously.

3. 2024 Bond Sales Results

Ann Lee, along with Molly Clark of Public Resource Advisory Group, presented the details of the 2024 A&B Bonds issuance, which includes the refunding efforts for the 2014B Bonds and new money/final financing of the Phase 3C Pipeline for the Board's information. Ms. Clark said that the bonds were successfully marketed on August 27, 2024. For the refunding effort, the actual net present value savings is 13.27% (\$7.42M) which is an increase in the projected net present value savings presented in August of just under \$1M. Final actual debt service savings to the Customers total \$9.318 million. The pre-close for the bonds occurred on September 24, 2024, and the bonds formally closed on October 1, 2024.

Commissioner Cutsinger asked if going forward there were additional bonds the Authority is looking to refinance. Ms. Lee stated that no, there are none that are callable. However, we will be going out for substantial bonds for projects in the next couple of years. Commissioner Cutsinger said he hopes the rates kept going down.

4. Master Water Supply Contract Amendment No. 3 - Progress Report on Customer Action

Richard Anderson provided an update on revisions to the Master Water Supply Contract (MWSC).

Mr. Anderson reviewed that updates to the Master Water Supply Contract (MWSC) are necessary to support the development of the next water supply source (Surface Water System Expansion Program) and allocation of the 18 MGD annual average day quantity generated by that new supply. Specifically, Exhibits A, B, C, and F in the Master Water Supply Contract will require an amendment to support the new regional water supply allocation. These exhibits deal with capacity allocation at the Peace River Facility and the Desoto County payment.

Draft updates of four (4) Exhibits (Exhibits A, B, C, and F) in the MWSC were approved at the August 2024 Authority Board Meeting and transmitted to Authority Customers for approval by their respective County and City Commissions. Authority and all Customer staff have coordinated approval of the MWSC Amendments with their respective Boards.

Master Water Supply Contract changes require approval by all parties to the agreement. Staff will bring the final document and next steps to the Authority's December Board meeting following customer approvals.

CHAIRMAN'S REPORT

1. Recognition of Commissioner Mike Moran

Commissioner Langford recognized Commissioner Moran for his service to the Authority over the past two (2) years. Commissioner Cutsinger accepted this service award on behalf of Commissioner Moran.

Motion was made by Commissioner Tiseo, seconded by Commissioner Bearden to approve Resolution 2024-12 'Recognition of Commissioner Mike Moran for Service to the Region as a Member of the Peace River Manasota Regional Water Supply Authority Board of Directors'. The motion was approved unanimously.

GENERAL COUNSEL’S REPORT

Mr. Manson had no further updates to the Board.

EXECUTIVE DIRECTOR’S REPORT

Mr. Anderson had no further updates to the Board.

ROUTINE STATUS REPORTS

There were no Board comments on routine status reports.

BOARD MEMBER COMMENTS

There were no additional Board comments.

PUBLIC COMMENTS

There were no additional public comments.

ANNOUNCEMENTS

Friends of Peace Water BBQ

November 15, 2024 @ 11:30 a.m.

Peace River Facility Ranch House

8998 SW County Road 769, Arcadia, FL 34269

Next Authority Board Meeting

December 4, 2024 @ 9:30 a.m.

DeSoto County Administration Building

Commission Chambers, First Floor

201 East Oak Street, Arcadia, FL

ADJOURNMENT

With no further business before the Board, the meeting adjourned at 10:17 a.m.

Commissioner Elton Langford
Chairman

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
December 4, 2024

CONSENT AGENDA
ITEM 2

Board of Directors Meeting Schedule for CY 2025

Recommended Action - **Motion** to approve Board of Directors meeting schedule for the calendar year 2025.

As an independent special district under Chapter 189, F.S., the Authority must file an annual meeting schedule with the local governing authority or authorities. The proposed meeting schedule for the calendar year 2025 has been coordinated with each of the Board members' offices. The Authority Board of Directors' meetings are typically scheduled for the first Wednesday of the month on a bi-monthly schedule.

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

Proposed CY 2025 Board of Directors Meeting Schedule:

DATE	TIME	LOCATION
Wednesday February 5, 2025	9:30 A.M.	Peace River Facility Water Quality and Training Center 8998 SW County Rd. 769, Arcadia, FL
Wednesday April 2, 2025	9:30 A.M.	Charlotte County Administration Center Commission Chambers, Room 119 18500 Murdock Circle, Port Charlotte, FL
Wednesday June 4, 2025	9:30 A.M.	Sarasota County Administration Center Commission Chambers, First Floor 1660 Ringling Boulevard, Sarasota, FL
Wednesday, August 6, 2025	9:30 A.M.	Manatee County Administration Center Honorable Patricia M. Glass Chambers 1112 Manatee Ave West, Bradenton, FL
Wednesday October 1, 2025	9:30 A.M.	DeSoto County Administration Building Commission Chambers, First Floor 201 East Oak Street, Arcadia, FL
Wednesday December 3, 2025	9:30 A.M.	Charlotte County Administration Center Commission Chambers, Room 119 18500 Murdock Circle, Port Charlotte, FL

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

**Peace River Manasota
Regional Water Supply Authority**

**BOARD OF DIRECTORS MEETING SCHEDULE
FOR CALENDAR YEAR 2025**

DATE	TIME	LOCATION
Wednesday February 5, 2025	9:30 A.M.	Peace River Facility Water Quality and Training Center 8998 SW County Rd. 769, Arcadia, FL
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PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
December 4, 2024

CONSENT AGENDA
ITEM 3

Special District Public Facilities Report (December 2024)

Recommended Action - **Motion** to approve ‘Special District Public Facilities Report’ (December 2024).

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

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

The previously approved ‘Special District Public Facilities Report’ (December 2023) has been updated to include the current status of the Regional Transmission system expansion (Phase 2B and 3C Interconnects), the status of the Surface Water System Expansion Program which includes the PR3 Reservoir and associated improvements, expansion of water treatment capacity at the Peace River Facility, status of the assessment of Brackish Groundwater Reverse Osmosis development at the Peace River Facility, and other smaller projects in the 5-year CIP.

Budget Action: No Action Needed

Attachments:
Special District Public Facilities Report (December 2024)

Peace River Manasota Regional Water Supply Authority

Special District Public Facilities Report

[Revised December 2024]

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

Overview

The Peace River Manasota Regional Water Supply Authority is an independent special district created and existing pursuant to Florida Statutes and interlocal agreement between Charlotte, DeSoto, Manatee and Sarasota Counties. The boundaries of the Authority consist of the entirety of DeSoto, Manatee and Sarasota Counties and those parts of Charlotte County which are under the jurisdiction of the Southwest Florida Water Management District.

The Authority is a regional water supply authority that provides wholesale drinking water to its member counties and the City of North Port supporting the region's economy and quality of life.

Statutory Requirements

Pursuant to Section 373.713, Florida Statutes, the Authority shall design, construct, operate, and maintain facilities in locations and at the times necessary to ensure that an adequate water supply will be available to all citizens within the Authority. By statute, the Authority is to maximize the economic development of the water resources while supplying water in such a manner as will give priority to reducing adverse environmental effects.

History

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

Through the following four decades the Authority invested over \$375M in the expansion of the Peace River Facility and extension of the regional transmission pipeline system to provide water service to Authority Customers.

Today the Authority is a major water supplier for the region. The Peace River Facility treatment capacity has been expanded from 12 to 51 million gallons per day (MGD) incorporating a 6.5 billion gallon (BG) off-stream raw water reservoir system and aquifer storage/recovery system (ASR) providing an additional 6.3 BG of storage. The regional transmission system has been extended from the seven miles originally acquired from GDU in 1991, and now includes approximately 81 miles of large diameter pipeline delivering drinking water to Charlotte, DeSoto and Sarasota Counties and the City of North Port.

Existing Public Facilities

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

a) Water Supply

The Authority owns and operates the Peace River Facility located in southwest DeSoto County. The Peace River Facility is a 51 MGD surface water treatment facility utilizing the Peace River as a water source. Water is withdrawn from the Peace River at a 120 MGD pumping station in accordance with a withdrawal schedule established by the Southwest Florida Water Management District in a 50-year water use permit issued to the Authority. The permit withdrawal schedule preserves the freshwater flow in the river necessary to support the Charlotte harbor estuary.

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

b) Regional integrated Loop System

The Authority currently maintains a network of approximately 81 miles of transmission pipeline for delivery of treated drinking water to its member governments and customers (Figure 1). Off-site finished water storage tanks and pump stations are maintained in three locations, Phase 1A P.S. in Punta Gorda, DeSoto S. Booster in DeSoto County, and the 3A P.S. at the Carlton Water Treatment Plant in Sarasota County.

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

Proposed Public Facilities

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

a) Water Supply

Study on the conversion of the ASR system to partially treated water for injection is on-going, as is final design and permitting for expansion of the surface water supply system which will include a new 9 billion gallon off-stream reservoir on the RV Griffin Reserve, and expansion of the Peace River Water Treatment Facility capacity from the current 51 MGD capacity to 75 MGD. Preliminary design for a future 5 - 9 MGD brackish groundwater Reverse Osmosis supply at the Peace River Facility is also complete. In order to meet Customer demand projections, the Authority's Board selected the Surface Water Supply Expansion Project to move into Construction in FY 2025. New supply is scheduled to be available in FY 2028.

b) Regional integrated Loop System

The Authority's 20-year expansion program identifies construction of an additional 72 miles of interconnecting pipelines to support regional reliability, provide supplies to meet growing needs, share resources to the benefit of all residents in the four-county service area, and ensure that public water supply is provided in an environmentally sustainable manner. These pipelines include the 7-mile, 42-inch diameter Phase 3C Regional Interconnect in Sarasota County, and the 13-mile 42-inch diameter Phase 2B Regional Interconnect in northern Charlotte and southern Sarasota County. These two projects are both under construction and will extend the regional system to meet Customer needs and support improved system reliability. Both pipeline projects are scheduled to be complete by FY 2026.

c) Other Facilities

The Authority's 5-Year Capital Improvement Plan includes two additional projects that will begin or be completed by 2028. These include moving an existing 24-inch diameter pipeline along Kings Highway to accommodate roadway expansion, and construction of a building to replace the current 60-year old water resources building at the Peace River Facility. Both projects are further described in the tables below.

Figure 1. Existing Regional System

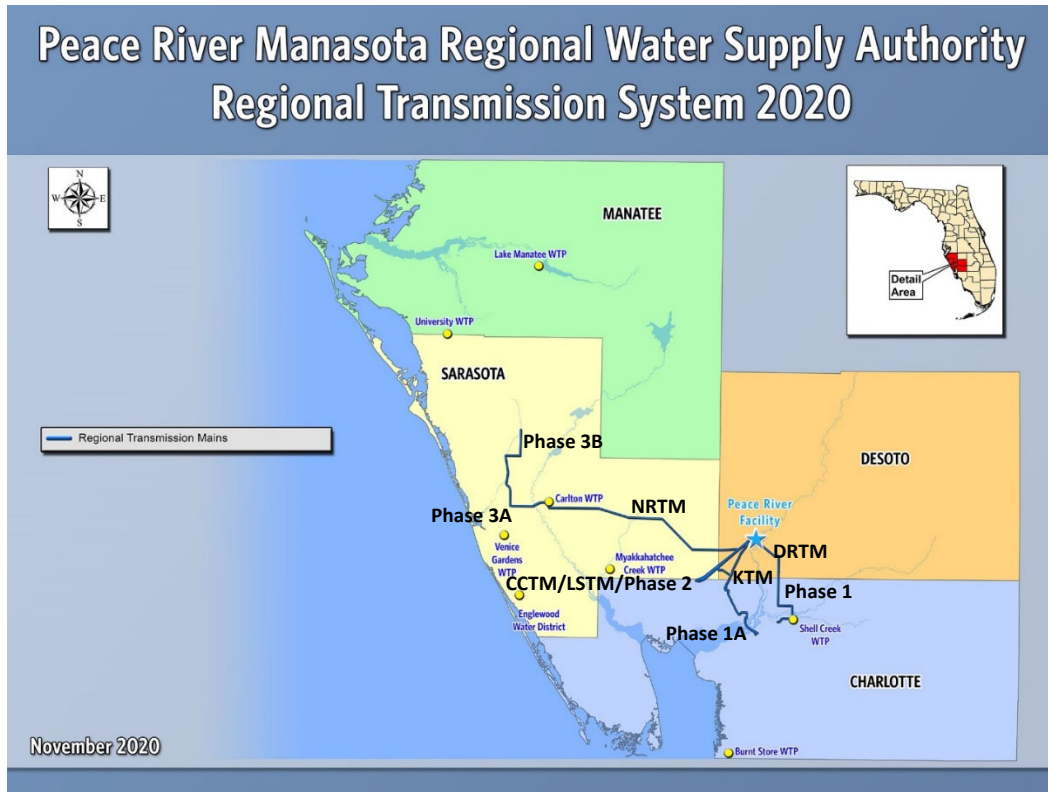


Figure 2. Regional Transmission System Extensions – Ongoing Transmission Main Projects (2024)

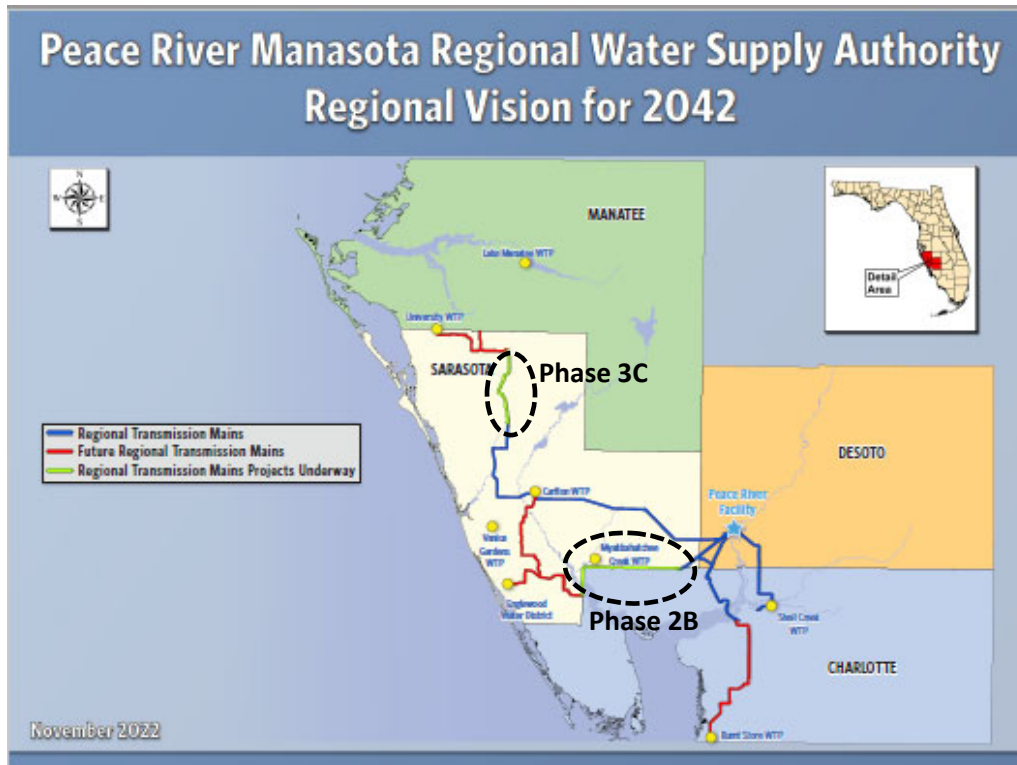


Table 1. Existing Water Supply Facilities

Facility	Current Permitted Capacity	Current Demands	Year Constructed	Location
Peace River Facility <ul style="list-style-type: none"> • 1991 Acquisition • Peace River Option • Regional Expansion Program 	51 MGD	34.7 MGD	1980 2001 2009	8998 SW County road 769 Arcadia, FL
Reservoir No. 1	0.5 BG	0.5 BG	1980	Peace River Facility site, DeSoto County
Reservoir No. 2	6 BG	6 BG	2009	Peace River Facility site, DeSoto County
ASR Wellfield	6.3 BG	6.3 BG	1980 - 2001	Peace River Facility site, DeSoto County
Punta Gorda Storage Tank Pump Station	0.5 MG 6.0 MGD	0.5 MG 1.0 MGD	2012	Cleveland Area along U.S. 17 Charlotte County
Carlton Storage Tanks Pump Station	10 MG 18.5 MGD	10 MG 7.0 MGD	2011	Carlton Water Treatment Plant Sarasota County
South Booster Station South Booster Storage Tank	3 MGD 0.5 MG	1 MGD 0.5 MG	2021 (acquired)	U.S Highway 17, DeSoto County/Charlotte County Line

MGD – Million Gallons per Day

BG – Billion Gallons

Table 2. Existing Pipelines

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

PCCP – Prestressed Concrete Cylinder Pipe

DIP – Ductile Iron Pipe

Table 3. Proposed Water Supply Facilities to be built in the next 7 years

Facility	Description	Anticipated Completion	Anticipated Capacity	Anticipated Demand	Proposed Financing
Partially Treated Water ASR Conversion	Pump station, filtration and disinfection system to convert existing finished water ASR system in Wellfield 2 to use partially treated water from the reservoir system for operational costs savings.	2028	12 MGD (no increase in Avg Day Yield)	12 MGD	Water Rates Grant Funds
Peace River Surface Water Expansion Project	New 9 BG off-stream storage reservoir, increased water intake capacity on the Peace River to 258 MGD. Expand treatment capacity at the Peace River Facility by 24 MGD from current 51 MGD to 75 MGD.	2028	75 MGD (Treatment) 18 MGD (Avg. Day Yield)	53 MGD	Water Rates Grant Funds
Brackish Groundwater Reverse Osmosis Facility	15 MGD Brackish groundwater wellfield and associated Reverse Osmosis Treatment Facilities and concentrate disposal wells.	2028	9 MGD (Avg. Day Yield)	43.7 MGD	Water Rates Grant Funds

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

Facility	Description	Anticipated Completion	Diameter	Length	Proposed Financing
Phase 3C Regional Interconnect	RTM extending north from connection with 3B RTM to Fruitville Rd. Includes Regional pumping & storage improvements at the Carlton WTP site .	2026	42-inch	7 miles	Water Rates Grant Funds
Phase 2B Regional Interconnect	RTM extending west from regional Serris Blvd. connection to Charlotte County Utilities Gulf Cove Booster Station.	2026	42-inch	13 miles	Water Rates Grant Funds

Table 5. Proposed Other Facilities to be built in the next 7 years

Facility	Description	Anticipated Completion	Diameter	Length	Proposed Financing
Kings Highway 24-Inch RTM	Relocate/replace a portion of the Kings Highway RTM due to CR 769 road widening.	2027	24"-30"	Relocate Approx. 2 miles	Water Rates
Water Resources/Construction Dept. Building Replacement	Due to age (60 years) and Hurricane Ian damage, replace existing water resources building with new office building on same property.	2027	N/A	N/A	Water Rates

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
December 4, 2024

CONSENT AGENDA
ITEM 4

CY 2025 Peace River Hydrobiological Monitoring Program (HBMP)
Work Order with Environmental Science Associates

Recommended Action -

Motion to approve and authorize Executive Director to execute Work Order No. 5 'Peace River Hydrobiological Monitoring Program (HBMP) Scope of Services – 2025 HBMP' for an amount not to exceed \$397,826.

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

Environmental Science Associates (ESA) holds a Board approved contract to conduct the Authority's Hydrobiological Monitoring Program on the Peace River. A Work Order, approved by the Authority Board, is issued each calendar year for the program. For Calendar Year 2025, Work Order No. 5 'Peace River Hydrobiological Monitoring Program (HBMP) 2025 HBMP' with ESA is proposed for Board consideration. This Work Order includes field sampling and laboratory services; monthly operation of eight existing HBMP continuous salinity recorders; data management and quality control; upload of HBMP data to FDEP's Watershed Information Network (WIN) environmental database, aerial riparian vegetation analysis and compilation of the 2025 HBMP Annual Data Report (regarding data collected in CY2024) at a total cost not to exceed \$397,826 which includes a \$20,000 owners allowance in case out-of-scope work is required. This proposed fee is a 4.6% increase (\$17,388) from the Work Order for the program in FY 2024 (\$380,438). The change is primarily due to increased laboratory costs and certain professional field services. Funds are included in the Authority's budget for these services.

Budget Action: No action needed.

Attachments:

Work Order No. 5 'Peace River Hydrobiological Monitoring Program (HBMP) - 2025 HBMP Services'

WORK ORDER No. 5
Peace River Hydrobiological Monitoring Program
(HBMP) Scope of Services – 2025 HBMP

October 4, 2024

INTRODUCTION

The Authority administers and conducts a hydrobiological monitoring program for the Lower Peace River, including various tributaries of the Peace River and upper Charlotte Harbor, to assess environmental conditions, monitor the health of the Peace River and upper Charlotte Harbor system and the many factors that affect the system. This Hydrobiological Monitoring Program (HBMP) is a continuation of an existing comprehensive environmental study program that meets the requirements of the approved HBMP, and the permitted conditions found in the Peace River Regional Water Supply Facility SWFWMD water use permit No. 20010420.013. As defined by the permit conditions, the primary focus and overall objective of the HBMP is to assess the following key issues:

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

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

The Authority has entered into a contract with Environmental Science Associates (ESA) to provide environmental services related to the Peace River Hydrobiological Monitoring Program. This Work Order No. 5 is for services associated with the 2024 HBMP annual report and 2025 data collection; other phases of the HBMP will be defined in separate future Work Orders.

Definitions and Acronyms

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

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

SCOPE OF SERVICES

The environmental services to be provided by the Consultant for Work Order No. 5 – 2025 HBMP include specific tasks and duties to be conducted annually related to the development and completion of each element of the HBMP. Services to be provided by Consultant to the Authority generally consists of, but are not limited to: collection of monthly Lower Peace River and upper Charlotte Harbor HBMP water quality samples at the fixed and moving stations; laboratory analysis of HBMP monthly water samples; Quality Assurance (QA) and Quality Control (QC) of HBMP monthly water quality data; as needed water quality data management and statistical analysis of HBMP data; development of the 2024 HBMP Annual Data Report; annual upload of HBMP data to the Florida Department of Environmental Protection’s WIN; annual development of the HBMP aerial/satellite photos of the Peace River riparian vegetation and analysis of vegetation data; collect monthly HBMP continuous recorders data in the river; service and maintain the continuous recorders as needed; replace continuous recorders as needed; obtain and review river flow and water quality data from other consultants or agencies as needed to complete the statistical analysis and reports required; and any other environmental services required for the implementation of the Authority’s HBMP. A map of the HBMP Area is shown in Figure 1.

This scope of work includes the following tasks:

- **Task 1 - HBMP Project Management**
- **Task 2 - Field Sampling and Laboratory Services**
- **Task 3 - Monthly Operation of Eight Existing HBMP Continuous Salinity Recorders Locations**
- **Task 4 - Data Management and Quality Control**
- **Task 5 - Aerial Vegetation Analysis**

- **Task 6 - HBMP 2024 Annual Data Report**
- **Task 7 - Owners Allowance**

TASK 1 - HBMP PROJECT MANAGEMENT

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

TASK 2 – FIELD SAMPLING AND LABORATORY SERVICES

The Consultant will conduct two (2) water quality sampling events per month from January 2025 through December 2025. All sampling will be conducted in accordance with the HBMP QA Plan 2019 Update. This schedule of sample events results in 12 months of sampling and 24 total sampling events.

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

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

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

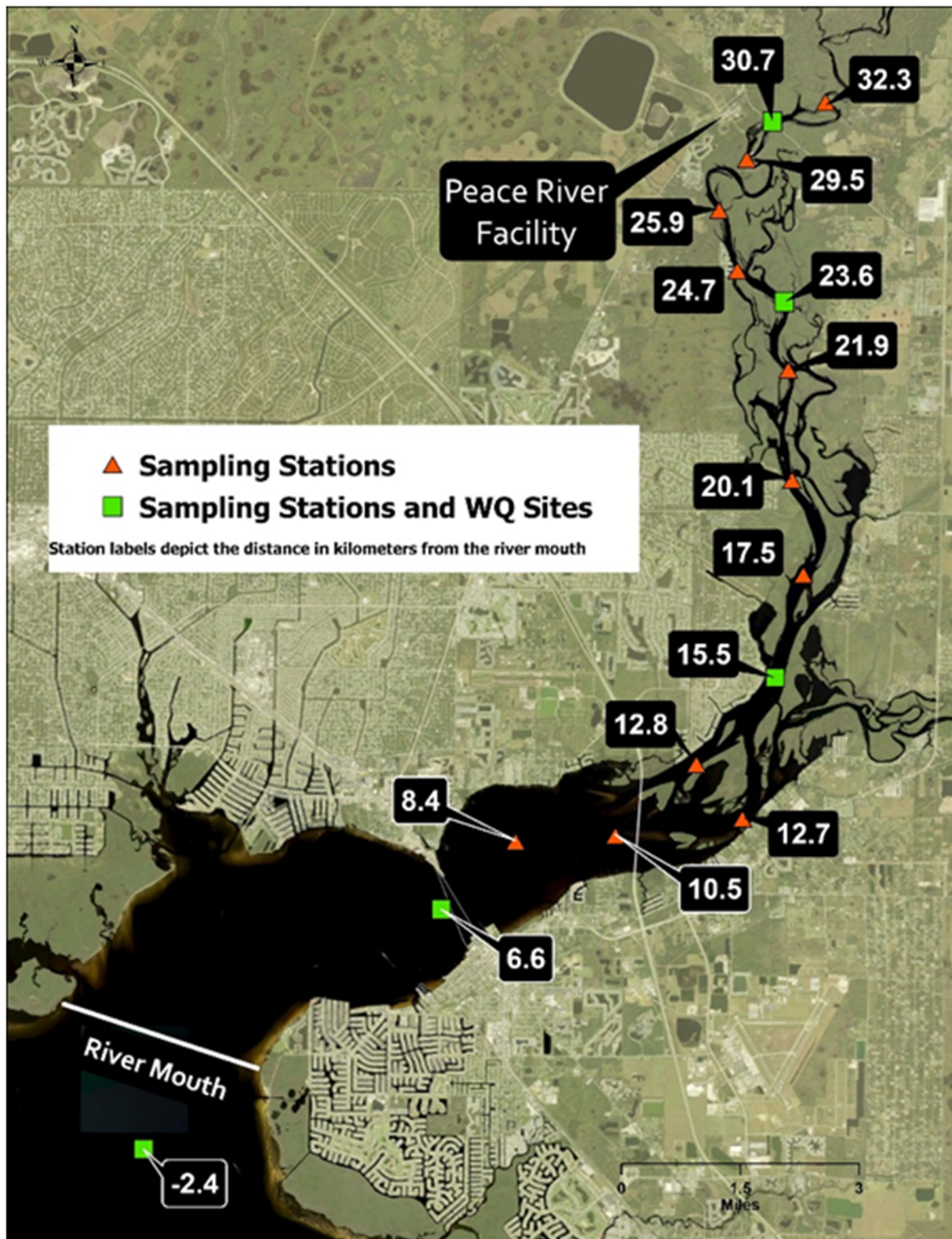


Figure 1. HBMP fixed sampling locations.

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

Table 1

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

All samples collected during the monthly fixed-station and isohaline-based events will be analyzed for the water quality parameters presented in Table 2. Note that total phosphorus was re-instated as a parameter for the HBMP, at all stations for both isohaline-based and fixed-station sampling, in July 2021.

Table 2

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

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

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

Field blanks and duplicate water chemistry samples will be taken for QA/QC purposes. Water quality samples will be delivered to the laboratory within 12 hours of sampling. Table 3 provides the total monthly sample numbers for the two water quality sampling events.

Table 3

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

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

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

All samples will be analyzed by a laboratory that is appropriately qualified and with a history of supporting the Authority HBMP (Benchmark). Table 4 presents the parameters to be measured and the associated analytical method and method detection limit.

Table 4

Water quality parameters and associated analytical method and method detection limit.		
Analyte	Method	Detection Limit
Color	SM2120B	2.5 PCU
Chloride	EPA 300.0	0.353 mg/L
TSS	SM2540D	0.570 mg/L
Total Volatile Suspended Solids	SM2540E	1.4 mg/L
Nitrate-Nitrite	SYSTEA EASY	0.006 mg/L
Total Nitrogen	SYSTEA+ EPA351.2 Calculated Value	0.05 mg/L
Ammonia, Total	EPA 350.1	0.008 mg/L
TKN	EPA 351.2	0.05 mg/L
Ortho-Phosphorus	EPA 365.3	0.002 mg/L
Silica	SM4500-SIO2C	0.065 mg/L
Iron	EPA 200.7	0.029 mg/L
Chlorophyll a, b, c	SM10200H	3.46 µg/L
Potassium	EPA 200.7	0.169 mg/L
Total phosphorus	EPA 365.3	0.008 mg/L
Sulfate	EPA 300.0	0.339 mg/L
Fluoride	EPA 300.0	0.030 mg/L
Alkalinity	SM2320B	0.594 mg/L
TDS	SM2540C	7.26 mg/L
Sodium	EPA 200.7	0.034 mg/L

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

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

The laboratory participates in the Southwest Florida Regional Ambient Monitoring Program (RAMP). The HBMP consultant receives quarterly reports resulting from RAMP meetings that illustrate how lab analyses conducted at the current HBMP laboratory compare with other laboratories in southwest Florida. The HBMP Project QA/QC Officer will meet with the Laboratory Quality Assurance Officer as needed to review any issues that may arise as a result

of RAMP. Additionally, the Project QA/QC Officer may conduct an audit to evaluate those components of the laboratory's Comprehensive Quality Assurance Manual pertinent to the HBMP. At that time, any problems or potential deficiencies will be documented, and corrective actions addressed.

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

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

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

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

The Consultant will maintain and operate the Authority's existing temperature and specific conductance recorders at eight separate locations (stations) along the lower Peace River HBMP monitoring transect. The continuous recorders are located along the main river channel from approximately a kilometer downstream of the I-75 Bridge to near the former Fort Ogden railroad trestle upstream at of the Authority Facility (Figure 2 and Table 5).

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

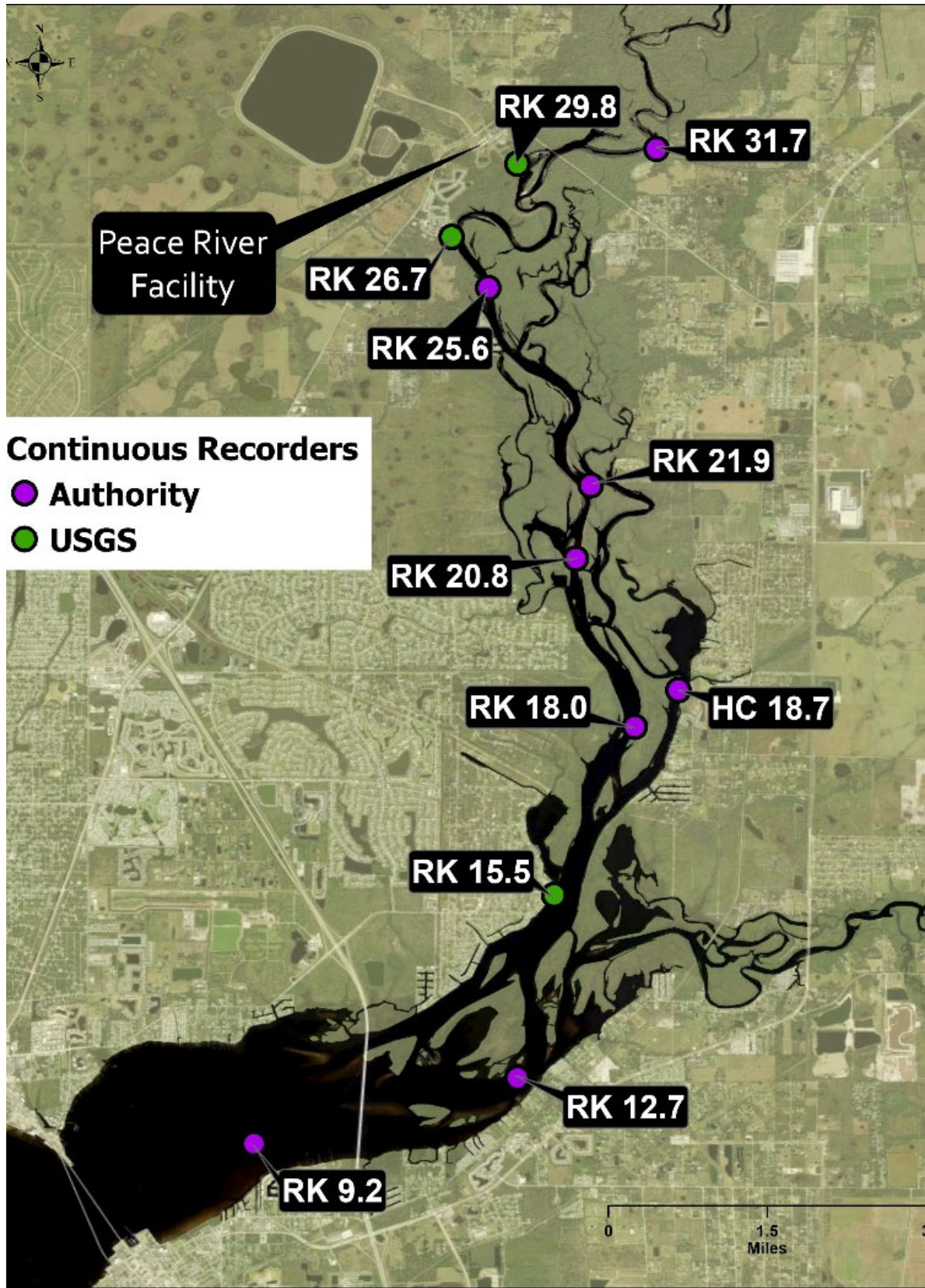


Figure 2. 2023 locations of eight Authority and three USGS HBMP

recorders.

Table 5

Summary current HBMP-operated continuous recorders along the lower Peace River including their river kilometer locations and recorder file name.		
Gage ID, Location and Period of Monitoring	Recorder File Name	River Kilometer
RK09 – Navigation Marker south of I75 Bridge – June 2011 to present	9	RK 9.2
RK12 - Manatee Zone Marker near Shell Creek – Jun 2011 to present	12	RK 12.7
RK18 – Channel Marker in Area of Power Lines – June 2011 to present*	15	RK 18.5/RK 18
RK18_HC - Manatee Zone Marker on Hunter Creek - Jun 2011 to present	JL	RK 18.7
RK20 – Channel Marker downstream of Island – June 2011 to present	19	RK 20.8
RK21 - Manatee Zone Marker near Liverpool area - Dec 2005 to present	21	RK 21.9
RK24 - Manatee Zone Marker gage near Navigator Marina - Dec 2005 to present*	24	RK 24.5/ RK 25.6
RK31 - Ft. Ogden Railroad trestle upstream of Facility – May 2008 to present*	31	RK 31.7

*Station RK31 was relocated off the southeastern bank of the river approximately 30 feet upstream of the remaining railroad trestle pilings on June 16, 2022. Station RK 18.5 was relocated on October 12, 2022 to Charlotte county Green #7 navigation maker at RK 18 following Hurricane Ian. Station RK 24.5 was relocated on October 12, 2022 to a speed zone sign upstream of Peace River Heights at RK 25.6 following Hurricane Ian.

The continuous recorders used in this work assignment are owned by the Authority and are shown in Table 6. The Consultant will both operate and maintain the recording equipment. The Authority will be responsible for costs related to equipment repair resulting from normal operation and any extensive servicing by the equipment manufacturer, beyond typical maintenance repairs that can be made by the Consultant’s staff. The Consultant will maintain a log of all Authority-owned equipment detailing equipment serial numbers (or other identifying information), operational status (e.g., operational, in need of repair, or non-functioning), and current location (station at which the equipment is deployed, in storage at the Consultants facility, or at manufacturer for repair). The equipment log will be available to the Authority upon request and transmitted to the Authority annually.

Table 6

Authority-Owned Equipment Currently Assigned to this Project and Deployed in the Field or in Consultant Storage Facilities.					
Sonde Serial Number	YSI Equipment Type	Sensor Serial Number	Sensor	Sonde Manufacture Year	Sensor Manufacture Year
06C1905AA	600 XLM sonde	16H100623	temp/cond	2006	2016
06C1905AC	600 XLM sonde	12C100521	temp/cond	2006	2012
06C1909AB	600 XLM sonde	07J100134	temp/cond	2006	2007
06C1909AD	600 XLM sonde	19J100827	temp/cond	2006	2019
06C1909AC	600 XLM sonde	14M100013	temp/cond	2006	2014
08A100760	600 XLM sonde	07M100304-PT	temp/cond	2008	2007
08A100761	600 XLM sonde	07M100304-PS	temp/cond	2008	2007

Authority-Owned Equipment Currently Assigned to this Project and Deployed in the Field or in Consultant Storage Facilities.					
Sonde Serial Number	YSI Equipment Type	Sensor Serial Number	Sensor	Sonde Manufacture Year	Sensor Manufacture Year
11F100016	600 XLM sonde	11E101990	temp/cond	2011	2011
11F100017	600 XLM sonde	15B100759	temp/cond	2011	2015
11F100020	600 XLM sonde	Needs New	temp/cond	2011	N/A
1008740	Aqua Troll 200	N/A	temp/cond	2023	N/A
1008773	Aqua Troll 200	N/A	temp/cond	2023	N/A
1008737	Aqua Troll 200	N/A	temp/cond	2023	N/A
1009313	Aqua Troll 200	N/A	temp/cond	2023	N/A
1009308	Aqua Troll 200	N/A	temp/cond	2023	N/A
1009380	Aqua Troll 200	N/A	temp/cond	2023	N/A
1008735	Aqua Troll 200	N/A	temp/cond	2023	N/A
1009381	Aqua Troll 200	N/A	temp/cond	2023	N/A
1009376	Aqua Troll 200	N/A	temp/cond	2023	N/A
1009378	Aqua Troll 200	N/A	temp/cond	2023	N/A
1008741	Aqua Troll 200	N/A	temp/cond	2023	N/A
1009310	Aqua Troll 200	N/A	temp/cond	2023	N/A

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

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

1. Calibrate a full set (8) of sondes prior to each field download/deployment event
 2. Remove the currently-deployed sondes from the field for post-deployment calibration verification, maintenance, download and storage at a Consultant office
 3. Deploy one of the replacement set of sondes at each of the HBMP stations
- When sufficient replacement sondes are not available (i.e., all sondes are not operating) the Consultant will:
 1. Notify Authority of sonde conditions.
 2. Conduct post-deployment calibration and maintenance in the field
 3. Download data in the field
 4. Redeploy the sonde at that station on that same day
 - The Consultant will clean and maintain the stilling wells as needed to ensure data quality

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

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

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

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

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

The Authority will be responsible for manufacturer's fees related to equipment repair and servicing by the equipment manufacturer. The Consultant will be responsible for coordinating

the repair and servicing of Authority-owned equipment. The Consultant will request and receive Authority approval before ordering replacement parts for the equipment or sending the equipment to the manufacturer for diagnostic assessment, service and/or repairs.

TASK 4 – DATA MANAGEMENT AND QUALITY CONTROL

Task 4.1 Monthly QA/QC Reviews

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

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

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

Task 4.2 Upload of HBMP data to WIN

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

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

Station files will be prepared and loaded to WIN. Fixed stations are permanent locations and only need to be loaded the initial year of uploads to WIN. This was completed during the upload of 2017 data. Moving stations, by their nature, change location every month, and thus 4 new stations are created each month of sampling. An import file for the moving stations will be

prepared and loaded to WIN. Once loaded, stations must be visually confirmed, one by one, within WIN. Each station is displayed on a map within WIN and will be verified or relocated as needed.

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

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

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

TASK 5 - AERIAL RIPARIAN VEGETATION ANALYSIS

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

Task 5.1 Aerial Imagery Acquisition

The Consultant will coordinate with a third-party vendor to obtain annual routine aerial imagery. Imagery will be 1.5m pan-sharpened multi-spectral imagery previously taken from SPOT during the “winter” months between February 2025 and March 2025. The imagery will have minimal cloud cover (ideally 0%) and will be orthorectified. The defined area of interest is identified in Figure 3 below. The goal of the annual routine aerial interpretation is to provide a spatial overview that identifies any changes that support the greater 5-year comprehensive report.

Task 5.2 Imagery QC

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

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

Task 5.3 As-needed Ground Truthing

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

Task 5 annual routine aerial photos will be completed to allow sufficient time for the Authority to review the deliverables and Authority submittal to the SWFWMD on October 1, 2025.

Figure 3



Proposed area of interest.

TASK 6 - HBMP 2024 ANNUAL DATA REPORT

The Peace River Facility's water use permit requires that the Authority submit to the District an HBMP Annual Data Report summarizing project data in tabular, graphical, and statistical formats. This includes all the data collected in conjunction with the Peace River HBMP during 2024, as well as a comparison with previously collected historical data collected under the Authority's ongoing HBMP.

The following presents a draft outline for the upcoming HBMP 2024 Annual Data Report. The consultant will transmit a draft of the Annual Data Report to the Authority for staff comments and edits. After incorporating edits, the Consultant will submit to the Authority an electronic folder containing the finalized report and associated datasets. Delivery of the final report to the Authority is scheduled to occur no later than September 1, 2025. Upon Authority approval of the Annual Report, ESA will upload the finalized report to the SWFWMD by the WUP-required

due date. Consultant will also upload the final annual data report (minus raw data sets) to the local Water Atlas operated by USF.

Annual Report Outline

Table of Contents

Acknowledgements

Executive Summary

1.0 Introduction/Summary

1.1 Report Objectives

1.2 Overview of the Peace River Facility and Water Use Permit

1.3 Ongoing HBMP Study Components

1.4 Summary of 2024 Results

1.5 Conclusions

1.6 Problems Encountered During 2024

1.7 Permanent Data

2.0 Peace River Gaged Flows and Regional Water Supply Facility River Withdrawals

2.1 Rainfall

2.2 Gaged Flows

2.3 2024 Stage Measurements and Comparison to Historical Data

2.4 Peace River Facility Withdrawals

2.5 Summary

3.0 Salinity/Specific Conductivity

3.1 2024 Data

3.2 Comparison to Historical Record

3.3 Relationship to Flow

3.4 Summary

4.0 Water Temperature

4.1 2024 Data

4.2 Comparison to Historical Record

5.0 Dissolved Oxygen

5.1 2024 Data

5.2 Comparison to Historical Record

5.3 Comparison of 2024 Data to Regulatory Criteria

5.4 Summary

6.0 Chlorophyll

6.1 2024 Data

6.2 Comparison to Historical Record

6.3 Relationship to Flow

6.4 Comparison of 2024 Data to Regulatory Criteria

6.5 Summary

7.0 Nutrients (Nitrogen, Phosphorus, Silica)

7.1 2024 Data

7.2 Comparison to Historical Record

7.3 Relationship to Flow

- 7.4 Comparison of 2024 Data to Regulatory Criteria
- 7.5 Summary
- 8.0 Water Clarity
 - 8.1 2024 Data
 - 8.2 Comparison to Historical Record
 - 8.3 Relationship to Flow
 - 8.4 Summary
- 9.0 Other Data
 - 9.1 Other Parameters Sampled at all Stations
 - 9.2 Parameters Sampled Only at Kilometer 30.7
- 10.0 Changes in Upstream Water Quality
 - 10.1 Increasing Conductance in Lower Peace River
 - 10.2 Changes in Nutrient Concentration in the Lower Peace River
 - 10.3 Summary
- 11.0 References Cited and Relevant Literature

SCHEDULE

The Scope of Services will be delivered in the 12 months of 2025. The estimated time required for the completion of each task and the approximate date for distribution of deliverables are as described above in the scope of services.

FEE

Consultant will provide the above-described scope of services as requested by the Authority and will invoice monthly based on a percent complete basis for the estimated not to exceed lump sum cost of \$397,826. The compensation for Tasks 1 through 6 will be a lump sum basis and is broken down by Task in the table below. The owner’s contingency allowance is only accessible following prior written approval from the Authority. Consultant’s fee schedule is included as ATTACHMENT A.

	Basis	TOTAL
Task 1 Project Management	LS	\$24,600
Task 2.1 Field Sampling	LS	\$69,060
Task 2.2 Laboratory Services	LS	\$66,192
Task 3 Continuous Recorders	LS	\$72,876
Task 4 Data Management & QC	LS	\$84,768
Task 5 Aerial Riparian Vegetation Imagery	LS	\$6,880
Task 6 2024 Annual Report	LS	\$53,450
Task 7 Owner's Allowance	T&M	\$20,000
		\$397,826

ATTACHMENT A

Consultant's Fee Schedule Form (Labor)

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

Consultant's Fee Schedule (Equipment)

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

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

Consultant's Fee Schedule (Equipment)

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

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

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
December 4, 2024

CONSENT AGENDA
ITEM 5

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 #6.

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 June 2026. 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 # 6) 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
816	0.205	716	0.723	\$139,000

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 #6

Phase 3C Property Acquisition

Parcel #	Permanent Easement No.	Permanemnt Easement Area (Ac)	Temporary Easement No.	Temporary Easement Area (Ac)	Total Selling Amount	Owner	Board Package w/ R/W Agreement (Board Date)
1	800	na	700	na	na	██████████	-
2	801	0.3234	701	0.1836	\$ 68,100	Walters	1 (6/7/2023)
3	802	3.0759	702	1.5493	\$ 257,520	Gator Creek Golf Club Inc.	1 (6/7/2023)
4	803	10.7974	703	5.4087	\$ 708,000	Preserve at Misty Creek Golf Club	2 (8/2/2023)
5	804	0.7531	704	0.3598	\$ 45,600	Preserve at Misty Creek Homeowners Assn Inc	1 (6/7/2023)
6	805	1.4414	705	0.7098	\$ 88,000	Preserve at Misty Creek Homeowners Assn Inc	1 (6/7/2023)
7	806	0.2533	706	0.3759	\$ 286,928	CLG LEGACY PROPERTIES LLC	4 (4/3/2024)
8	807	0.1906	707	0.2699	\$ 390,000.00	DOBALA	5 (10/2/2024)
9	808	0.1861	708	0.2778	\$ 62,500.00	SWIATKOWSKI	3 (2/7/2024)
10	809	0.2161	709	0.3204	\$ 102,500.00	FREDRIKSEN	3 (2/7/2024)
11	810	0.1658	710	0.2472	\$ 26,200	ROSS	1 (6/7/2023)
12	811	0.165	711	0.2475	\$ 26,040	SQUATTRITO	1 (6/7/2023)
13	812	0.1459	712	0.2216	\$ 23,089	VROOM	1 (6/7/2023)
14	813	0.1511	713	0.2291	\$ 23,876	E & C 45 LLC	1 (6/7/2023)
15	814	0.1995	714	0.2992	\$ 69,347	BRUNCKHORST	Court Order 10/20/23
16	815	0.052	715	0.438	\$ 14,217	ARTISTRY PHASE 1A	2 (8/2/2023)
17	816	0.205	716	0.723	\$ 139,000	ALL SAINTS CATHOLIC CEMETARY INC	6 (12/4/2024)
18	817	na	717	na	na	██████████	-

Regional Integrated Loop Phase 3C Pipeline
Parcel Tax ID: 0293002020
Parcel No.: 817 / 717

RIGHT-OF-WAY AGREEMENT

THIS RIGHT-OF-WAY 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 **ALL SAINTS CATHOLIC CEMETARY, INC.**, a Florida Not for Profit Corporation, (“Seller”).

WITNESSETH

WHEREAS, Buyer requires the lands described as Parcel Nos: 817 and 717 as more particularly described in Exhibits “A” & “B” attached hereto and incorporated herein, as additional right-of-way for the construction and maintenance of a permanent water main pipeline and facilities known as the Regional Integrated Loop Phase 3C Pipeline Project (the “Project”), and that said Sellers are required to furnish the Property for such purposes:

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. Sellers agree to sell and convey by a non-exclusive permanent water main easement, and/or an exclusive temporary construction easement over, under, above and through the Property for a total sum of \$139,000.00 (“Selling Amount”). The Parties expressly agree that this Easement is limited solely for the permanent water main pipeline and facilities for the Project identified above.

2. Buyers shall pay unto Sellers Selling Amount, within ninety (90) days from the date hereof upon simultaneous delivery of such easement and other requisite sale documents. Any improvements or personal property not removed within fourteen (14) days after the purchase of the Property shall be considered abandoned by the Sellers.

3. 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. The Buyer and Seller agree that the Selling Amount shall be made payable to All Saints Catholic Cemetery, Inc., 1000 Pinebrook Road, Venice, FL, 34285-6426 for disbursement.

5. Buyer acknowledges that this is a conveyance of a property interest for right-of-way under the threat of condemnation.

6. The Seller agrees and expressly acknowledges that the monies paid and other consideration given in accordance with this Agreement is just and full compensation for all property interest and or claims arising from the acquisition and no other monies including fees and/or costs are owed by the Buyer to the Seller.

7. The Seller agrees and expressly acknowledges that this Agreement is subject to final approval of the Buyer's Board of Directors.

8. 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.

9. Buyer shall have access to the Property, from the Effective Date to the date of closing for the purposes of hydrologic testing, surface and groundwater sampling, soil testing, engineering studies, surveys, and other similar tests. 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.

10. 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 Exhibits "A" & "B" hereto.

- (f) If applicable, Seller shall be responsible for disclosing and obtaining all necessary releases from any outstanding mortgage or lien holders as the result of this Agreement.
- (g) 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 Exhibits "A" or "B" 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.
- (h) Time of the Essence. Time is of the essence with respect to the performance of each and every obligation of the parties thereunder.
- (i) Incorporation of Exhibits. All exhibits attached hereto and referred to herein are incorporated in this Agreement as though fully set forth herein.
- (j) 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.

11. Other: _Buyer and Seller agree that agreement is inclusive of all fees and costs.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the date and year written below.

WITNESSES:

SELLER: ALL SAINTS CATHOLIC CEMETARY, INC., a Florida Not for Profit Corporation

Sign: [Signature]
Print: DR. VOLODYMYR SMERYK

By: [Signature]

Legal Dept.
SEAL

Sign: [Signature]
Print: Joseph DiVito

Date: 11/18/24

ATTEST:

BUYER:

PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY
a Regional Water Supply Authority

By: _____
Mike Coates
Executive Director

By: _____, Chairman

Date: _____

Approved as to Form:

By: _____
Douglas Manson, Esq.
General Counsel

EXHIBIT A

THIS IS NOT A SURVEY

SHEET 1 OF 2

SECTION 22, TOWNSHIP 37 SOUTH, RANGE 19 EAST
SARASOTA COUNTY, FLORIDA

LEGAL DESCRIPTION:

PARCEL 817
100 FEET WIDE UTILITY EASEMENT

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 15, TOWNSHIP 37 SOUTH, RANGE 19 EAST, SARASOTA COUNTY: THENCE N 00°07'06" E, ALONG THE WEST LINE OF SAID SECTION 15, A DISTANCE OF 869.19 FEET TO THE INTERSECTION WITH THE SOUTH RIGHT-OF-WAY OF STATE ROAD 72 (CLARK ROAD) AS DESCRIBED IN F.D.O.T. SECTION 17070(105)2501; THENCE S 55°50'02" E ALONG SAID SOUTH RIGHT-OF-WAY LINE; A DISTANCE OF 4335.83 FEET TO A POINT ON THE ARC OF A CURVE CONCAVE NORTHEASTERLY WHOSE RADIUS POINT LIES N 34°10'05" E, A DISTANCE OF 1959.86 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE AND THE SOUTH RIGHT-OF-WAY LINE THROUGH A CENTRAL ANGLE OF 10°21'26" A DISTANCE OF 354.28 FEET TO A POINT OF NON-TANGENCY; THENCE S 66°12'02" E ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 988.29 FEET TO A POINT OF BEGINNING; THENCE CONTINUE S 66°12'02" E ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 103.12 FEET TO THE EASTERLY PARCEL BOUNDARY OF A PARCEL DESCRIBED IN OFFICIAL RECORDS INSTRUMENT NUMBER 2012125320, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE S 37°55'35" W, ALONG SAID EASTERLY BOUNDARY, A DISTANCE OF 101.72 FEET; THENCE, LEAVING SAID EASTERLY BOUNDARY, NORTH 52°04'25" WEST, A DISTANCE OF 100.00 FEET; THENCE NORTH 37°55'35" EAST, ALONG THE WESTERLY PARCEL BOUNDARY OF SAID PARCEL DESCRIBED IN OFFICIAL RECORDS INSTRUMENT NUMBER 2012125320, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, A DISTANCE OF 76.55 FEET TO THE POINT OF BEGINNING.

CONTAINING 8,930 SQUARE FEET OR 0.205 ACRES, MORE OR LESS

CERTIFIED AS TO SKETCH AND LEGAL DESCRIPTION
Sketch and Legal Description not valid without the original
signature and seal of a Florida licensed Surveyor and Mapper.

Robert B. Curtis, State of Florida,
Professional Surveyor and Mapper
License No. LS6051. This document
has been certified as true and correct
by Robert B. Curtis, when using a
true and correct instrument.
Record Office of this document and
the instrument upon which it is based
and the date of publication shall
be as printed on any instrument
thereon.

Robert B Curtis
2023.09.22 13:20:13
-04'00'

ROBERT B. CURTIS
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA # LS6051
CERTIFICATE OF AUTHORIZATION No. LB 2610



4921 Memorial Highway
One Memorial Center, Suite 300
Tampa, Florida 33634
Phone: (813) 880-8881
www.Ardurra.com
License #2610

PARCEL 817 - PERMANENT UTILITY EASEMENT
PEACE RIVER MANASOTA REGIONAL
WATER SUPPLY AUTHORITY

P.I.D. NO. 0293002020	DRAWN	DATE		
PARCEL =8,930 SF (0.205 ACRES)±	CHECKED	DATE		

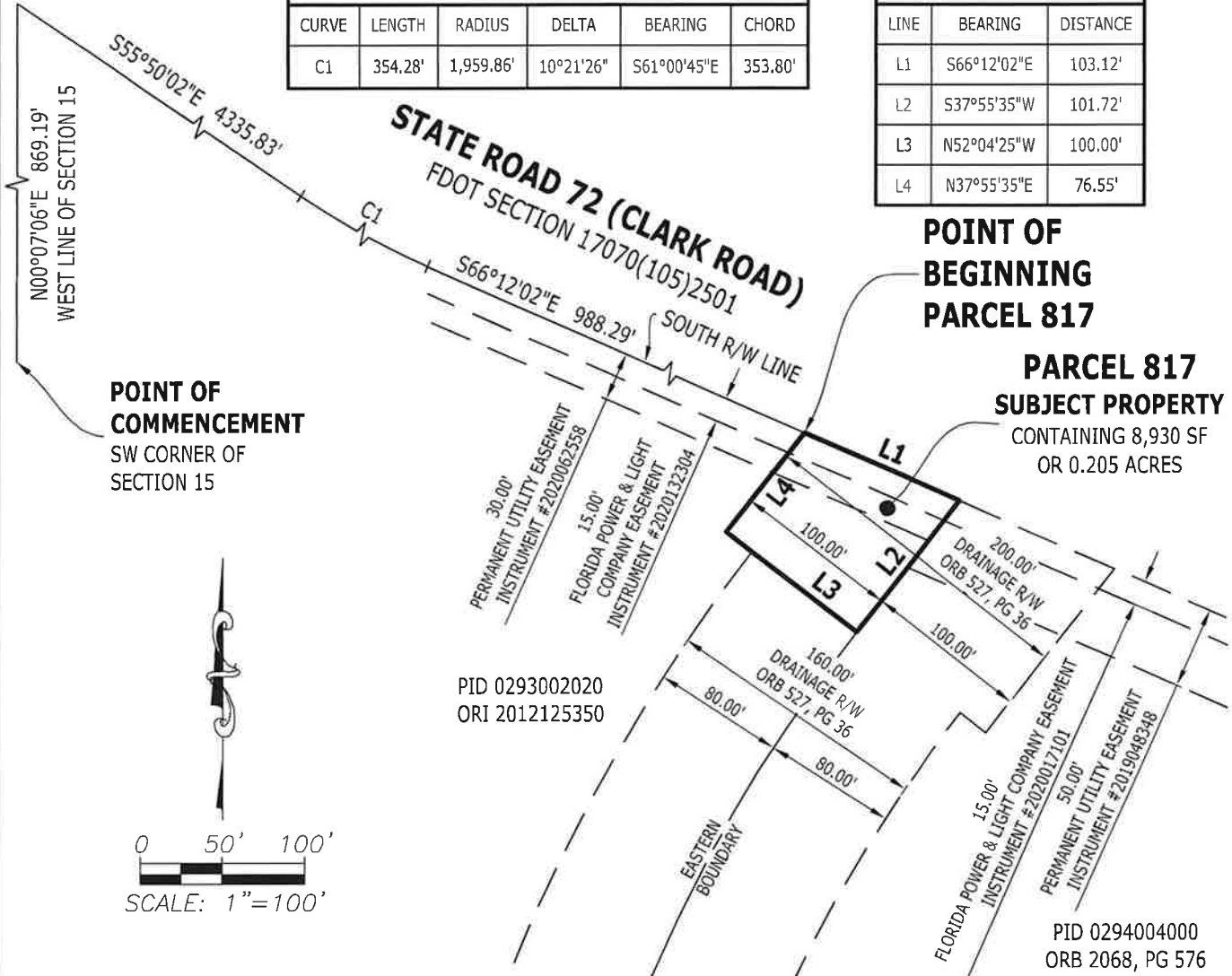
THIS IS NOT A SURVEY

SHEET 2 OF 2

SKETCH OF DESCRIPTION:

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C1	354.28'	1,959.86'	10°21'26"	S61°00'45"E	353.80'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S66°12'02"E	103.12'
L2	S37°55'35"W	101.72'
L3	N52°04'25"W	100.00'
L4	N37°55'35"E	76.55'



POINT OF COMMENCEMENT
SW CORNER OF SECTION 15

POINT OF BEGINNING
PARCEL 817

PARCEL 817
SUBJECT PROPERTY
CONTAINING 8,930 SF
OR 0.205 ACRES



SURVEYOR'S NOTES:

1. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND OR OWNERSHIP WERE FURNISHED TO OR PURSUED BY THE UNDERSIGNED.
2. UNLESS IT BEARS THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.
3. THIS IS A SKETCH AND LEGAL DESCRIPTION ONLY, NOT A FIELD SURVEY.
4. BEARINGS ARE BASED ON WEST LINE OF SECTION 15, BEING NORTH 00°07'06" EAST, AS SHOWN HEREON.
5. DISTANCES SHOWN HEREON ARE IN U.S. FEET.

LEGEND:

- FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION
- ORI = OFFICIAL RECORDS INSTRUMENT
- PG = PAGE
- SF = SQUARE FEET
- R/W = RIGHT-OF-WAY
- PID = PARCEL IDENTIFICATION

PARCEL 817 - PERMANENT UTILITY EASEMENT

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY				
P.I.D. NO. 0293002020	DRAWN	DATE		SCALE 1"=100'
PARCEL =8,930 SF (0.205 ACRES)±	CHECKED	DATE		

EXHIBIT 'B'

THIS IS NOT A SURVEY

SHEET 1 OF 2

**SECTION 22, TOWNSHIP 37 SOUTH, RANGE 19 EAST
SARASOTA COUNTY, FLORIDA**

LEGAL DESCRIPTION:

TEMPORARY CONSTRUCTION EASEMENT

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 15, TOWNSHIP 37 SOUTH, RANGE 19 EAST, SARASOTA COUNTY: THENCE N 00°07'06" E, ALONG THE WEST LINE OF SAID SECTION 15, A DISTANCE OF 869.19 FEET TO THE INTERSECTION WITH THE SOUTH RIGHT-OF-WAY OF STATE ROAD 72 (CLARK ROAD) AS DESCRIBED IN F.D.O.T. SECTION 17070(105)2501; THENCE S 55°50'02" E ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 4335.83 FEET TO A POINT ON THE ARC OF A CURVE CONCAVE NORTHEASTERLY WHOSE RADIUS POINT LIES N 34°10'05" E, A DISTANCE OF 1959.86 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE AND THE SOUTH RIGHT-OF-WAY LINE THROUGH A CENTRAL ANGLE OF 10°21'26" A DISTANCE OF 354.28 FEET TO A POINT OF NON-TANGENCY; THENCE S 66°12'02" E ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 341.40 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 66°12'02" EAST, ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 750.00 FEET; THENCE, LEAVING SAID SOUTH RIGHT-OF-WAY LINE, SOUTH 37°55'35" WEST, A DISTANCE OF 76.55 FEET; THENCE NORTH 66°12'02" WEST, A DISTANCE OF 206.24 FEET; THENCE NORTH 37°55'35" EAST, A DISTANCE OF 45.62 FEET; THENCE NORTH 66°12'02" WEST, A DISTANCE OF 536.21 FEET; THENCE NORTH 23°47'58" EAST, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 31,494 SQUARE FEET OR 0.723 ACRES, MORE OR LESS.

CERTIFIED AS TO SKETCH AND LEGAL DESCRIPTION
Sketch and Legal Description not valid without the original
signature and seal of a Florida licensed Surveyor and Mapper.

Robert B. Curtis, State of Florida
Professional Surveyor and Mapper
License No. 10883, Exp. 06/30/2024
Seal and signature is legal and valid
only when used in accordance with
the Florida Statutes, Chapter 471,
Part I, Section 471.01, Florida Statutes
and the Board of Professional Surveying
and Mapping, Florida Department of
Transportation.

Robert B Curtis
2023.09.22
13:18:01 -04'00'

ROBERT B. CURTIS
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA # LS6051
CERTIFICATE OF AUTHORIZATION No. LB 2610

**PARCEL 717
TEMPORARY CONSTRUCTION EASEMENT**

**PEACE RIVER MANASOTA REGIONAL
WATER SUPPLY AUTHORITY**



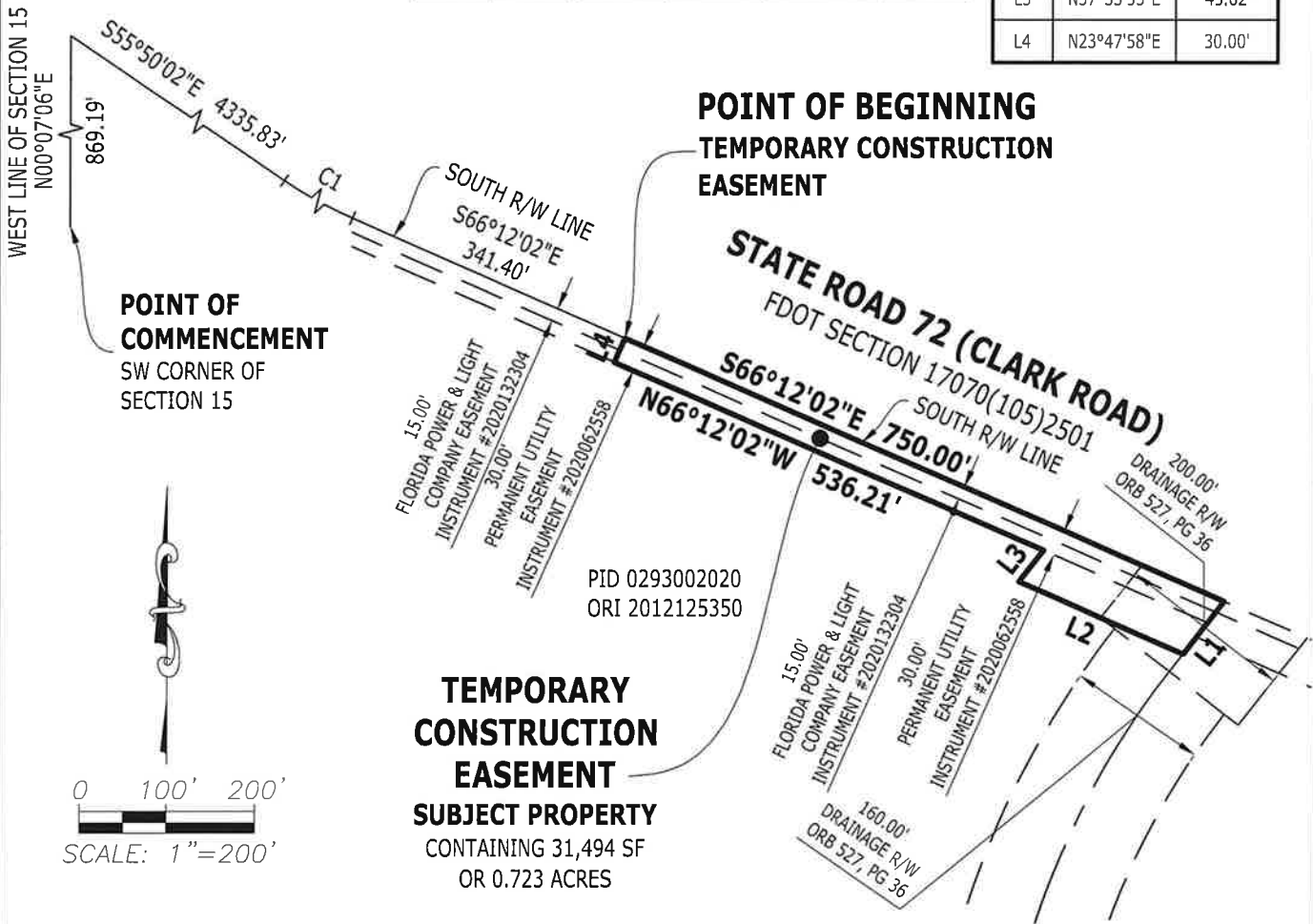
4921 Memorial Highway
One Memorial Center, Suite 300
Tampa, Florida 33634
Phone: (813) 880-8881
www.Ardurra.com
License #2610

P.I.D. NO. 0293002020				DRAWN	DATE		
PARCEL =31,494 SF (0.723 ACRES)±				CHECKED	DATE		

SKETCH OF DESCRIPTION:

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C1	354.28'	1,959.86'	10°21'26"	S61°00'45"E	353.80'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S37°55'35"W	76.55'
L2	N66°12'02"W	206.24'
L3	N37°55'35"E	45.62'
L4	N23°47'58"E	30.00'



SURVEYOR'S NOTES:

1. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND OR OWNERSHIP WERE FURNISHED TO OR PURSUED BY THE UNDERSIGNED.
2. UNLESS IT BEARS THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.
3. THIS IS A SKETCH AND LEGAL DESCRIPTION ONLY, NOT A FIELD SURVEY.
4. BEARINGS ARE BASED ON WEST LINE OF SECTION 15, BEING NORTH 00°07'06" EAST, AS SHOWN HEREON.
5. DISTANCES SHOWN HEREON ARE IN U.S. FEET.

LEGEND:

- FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION
- ORI = OFFICIAL RECORDS INSTRUMENT
- PG = PAGE
- SF = SQUARE FEET
- R/W = RIGHT-OF-WAY
- PID = PARCEL IDENTIFICATION

**PARCEL 717
TEMPORARY CONSTRUCTION EASEMENT**

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY				
P.I.D. NO. 0293002020	DRAWN	DATE	SCALE 1"=200'	
PARCEL =31,494 SF (0.723 ACRES)±	CHECKED	DATE		

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
December 4, 2024

CONSENT AGENDA
ITEM 6

Resolution 2025-01 ‘Resolution Authorizing Alternative Signatory Delegation’

Recommended Action -

Motion to approve Resolution No. 2025-01 ‘Resolution Authorizing Alternate Signatory Delegation’.

The Board, through the documents of the Authority, delegates the Executive Director the authority to represent the Authority and to execute documents for the Authority. At times the Executive Director is out-of-town and not available to execute documents in a timely manner. Specific examples include work directives for construction projects, permit applications, and regulatory clearances required of the on-going projects that require timely signature of the documents to allow the projects to continue without interruption.

Resolution 2025-01 authorizes staff holding the positions of Deputy Director, Director of Engineering, Director of Operations, and Director of Resource Management and Planning to represent the Authority and to execute documents on behalf of the Executive Director when he/she is not available.

Attachments:

Resolution No. 2025-01 ‘Resolution Authorizing Alternate Signatory Delegation’

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

Resolution 2025-01

RESOLUTION AUTHORIZING ALTERNATIVE SIGNATORY DELEGATION

The Peace River Manasota Regional Water Supply Authority, created pursuant to Chapter 373.1962, Florida Statutes, now found in Section 373.713, Florida Statutes, and Interlocal Agreement pursuant to Chapter 163.01, Florida Statutes, in lawful session and in regular order of business properly presented, finds that:

WHEREAS, the Authority has adopted a Statement of Agency Organization and Operation under the authority of Section 120.53(4), Florida Statutes and in accordance with Chapter 28-101.001, Florida Administrative Code; and,

WHEREAS, the Executive Director, currently Richard Anderson, is the chief executive staff officer of the Authority with duties and authority as delegated in the Statement of Agency Organization and Operation; and,

WHEREAS, at times the Executive Director may be unavailable to execute documents that are time sensitive in nature; and,

WHEREAS, delegation of alternate staff persons to execute such documents on behalf of the Executive Director is beneficial to assure the continuous operation of Authority business without interruption.

NOW, THEREFORE, BE IT RESOLVED, by the Authority Board of the Peace River Manasota Regional Water Supply Authority authorizes the Deputy Director, Director of Engineering, Director of Operations, and Director of Water Resources -and Planning to represent the Authority and to execute documents on behalf of the Executive Director when Executive Director is not available.

DONE at Arcadia, Florida this 4th day of December, 2024.

Attest:

**Peace River Manasota
Regional Water Supply Authority**

Richard Anderson
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
BOARD OF DIRECTORS MEETING
December 4, 2024**

**CONSENT AGENDA
ITEM 7**

Hurricane Ian Damage Repair Update

Recommended Action -

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

On September 28, 2022, Hurricane Ian made landfall near Cayo Costa as a strong Category 4 hurricane with sustained winds of 150 mph. Hurricane Ian's path proceeded directly over the Peace River Facility (PRF), with the facility experiencing an extended period of hurricane force winds and rainfall totaling 15.7" within just 48-hours (about 30% of average annual rainfall). While the Authority's regional supply and transmission facilities continued to operate and deliver water throughout Hurricane Ian, some of these facilities were damaged, with total costs of \$2,703,330. Cost recovery efforts are still ongoing, however have been successful and resulted in reimbursements totaling \$2,425,407.50, with unrecovered costs as of November 6, 2024 of \$277,922.50.

Budget Action: No Action Needed

Attachments:

Hurricane Ian Damages and Claims Memo

MEMORANDUM

Project: Hurricane Ian Damages and Claims

Date: December 4, 2024

TO: Richard Anderson, Executive Director

Developed By: Ann Lee, MBA, CGFO, Finance & Budget Senior Manager

On September 28, 2022, Hurricane Ian made landfall near Cayo Costa as a strong Category 4 hurricane with sustained winds of 150 mph. Hurricane Ian's path proceeded directly over the Peace River Facility (PRF), with the facility experiencing an extended period of hurricane force winds and rainfall totaling 15.7" within just 48-hours (about 30% of average annual rainfall). While the Authority's regional supply and transmission facilities continued to operate and deliver water throughout Hurricane Ian, some of these facilities were damaged, with total costs of \$2,703,330. The following is a status update regarding the repairs to the facilities as well as insurance and FEMA claims.

Overall Repair Efforts

Throughout 2023, staff updated the Board regarding the number and type of repairs underway and pending from Hurricane Ian. In total, the Authority had roughly 110 damage incidents, including structures, roofing, debris, erosion and electrical/control equipment. As of February 2024, all damage repairs have been completed. The major repair efforts and costs are outlined below.

Roof Damage

As a result of the high winds of Ian, the Authority sustained damages on the roofs on thirteen buildings, of which seven required total replacement. On April 5, 2023 the Board approved the work orders to Sutter Roofing for \$654,034 for the roof repairs and replacements. Work commenced in July 2023 and was completed in February 2024, with a total cost of \$600,030.

Reservoir No. 2 Soil Cement Repair

The extended period of high wave action during Hurricane Ian caused some damage to the interior soil cement flat-plate and stair-steps of Reservoir 2. These soil cement installations serve as erosion control for the interior of the reservoir. Efforts to assess the nature and extent of the damage (both above and below water) have been completed in coordination with Underwater Engineering Services, Inc. (UESI) and with Stantec, the Engineer of Record for Reservoir No. 2. UESI performed extensive explorations of damages both above and below the reservoir water line. The embankment structure had not been compromised by the damage. On May 4, 2023, in accordance with the Authority's Procurement Policy, Chapter 3.1.6 (Emergency Procurements), the Authority's Executive Director authorized Emergency Procurement of services related to the necessary concrete repairs for Reservoir 2 to Ballard Marine for \$1,434,857.80, which

was ratified by the Board on June 7, 2023. The repairs were fully completed by the end of September 2023, with a total cost of \$1,053,136.

Re-Dredging in Front of the Intake on the Peace River

The historic flooding and flows from Hurricane Ian on the Peace River caused significant sedimentation in front of the intake structure, which was last dredged in 2019. A hydrographic survey was completed by Johnson Engineering, Inc. after the hurricane to document and quantify the extent of the sedimentation since completion of the 2019 dredging. In order to maintain operation and reliability of the Peace River Facility, the storm related accumulation of sediment (roughly 1,800 cubic yards) needed to be removed. On June 7, 2023, the Board approved a contract with Westra Construction to complete the recommended mechanical dredging for \$189,400. This work was completed by the end of August 2023 and totaled the contract limit.

Cost Recovery Efforts

For Hurricane Ian, the Authority submitted two claims, one with the property insurance providers, Starr Tech, and one with FEMA. Staff has been working closely with insurance adjusters and FEMA staff to ensure all damages have been recorded as required and timely submission of invoices, reports and other required documentation for reimbursements occurs. In July 2023, the Authority had received an interim insurance claim payment of \$1,007,694 and final insurance payment in June 2024 of \$879,639.

On the FEMA claim, the list of damages and projects were submitted to the grant portal prior to the May 16, 2023 deadline. Staff have been working closely with the assigned FEMA project manager to ensure the process continues to move smoothly and all documentation and site visits occur on a timely basis. As of November 2024, the Authority has two open and unobligated FEMA projects for the reservoirs and general building damage. FEMA is currently reviewing the Authority's final insurance claim paperwork as well as ensuring that prior payments from FEMA on obligated projects were not also paid out by the insurance claim. Due to the recent, major storms, FEMA has not been able to provide a deadline for the final reviews, however staff believes the FEMA claim should be completed by February 2025. Through November 6, 2024 the Authority has received \$538,074.50 in FEMA reimbursements.

In conclusion, although the Authority sustained a direct hit from Hurricane Ian with damages totaling \$2,703,330, the cost recovery efforts have been successful and resulted in reimbursements totaling \$2,425,407.50, with unrecovered costs as of November 6, 2024 of \$277,922.50.

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
December 4, 2024

CONSENT AGENDA
ITEM 8

Declaration of Surplus

Recommended Action -

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

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

Budget Action: No action needed.

Attachments:

Surplus Sale List



Surplus List: December 4, 2024

Equipment Type	Description	Condition	Asset Tag
Vehicle	2012 F150 4X2 X-Cab	Used	429
Vehicle	2019 Ford Escape 4X2	Used	624
Computer	Dell Optiplex 5050 Tower	Used	595
Computer	Dell Optiplex 3050 SFF	Used	614
Computer	Dell Optiplex 3050 SFF	Used	616
Computer	Dell Optiplex 3050 SFF	Used	618
Computer	Dell Optiplex 3050 SFF	Used	619
Computer	Dell Optiplex 3050 SFF	Used	619

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
December 4, 2024

REGULAR AGENDA
ITEM 1

Water Supply Conditions and Year-End Summary for FY 2024

Presenter - Jim Guida, Director, Water Resource and Planning

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

Water Supply Conditions at the Peace River Facility as of November 20, 2024.

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

November Water Demand	28.66 MGD
November River Withdrawals	47.30 MGD
<u>Storage Volume:</u>	
Reservoirs	6.68 BG
ASR	<u>8.75 BG</u>
Total	15.43 BG

Attachments:

Presentation Materials



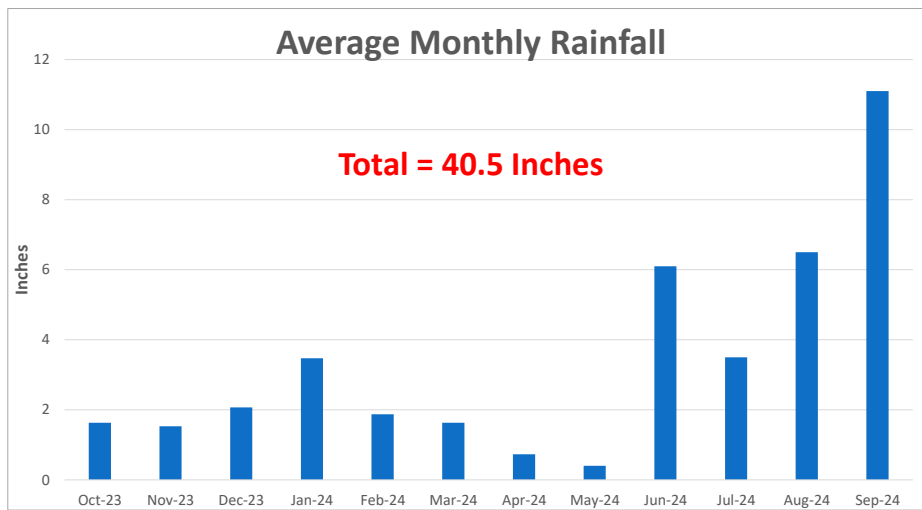
Water Supply Conditions and Year-End Summary for FY 2024

Regular Item 1
December 04, 2024



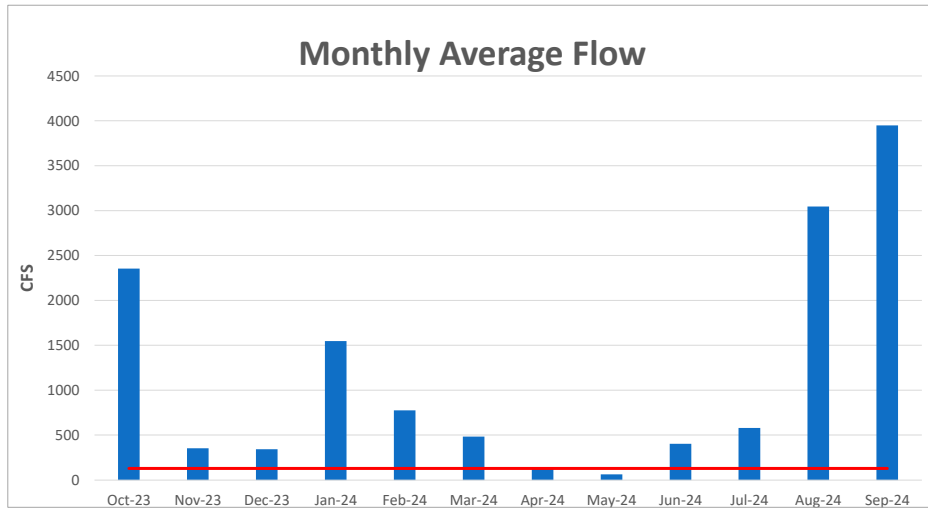
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2024 Annual Rainfall



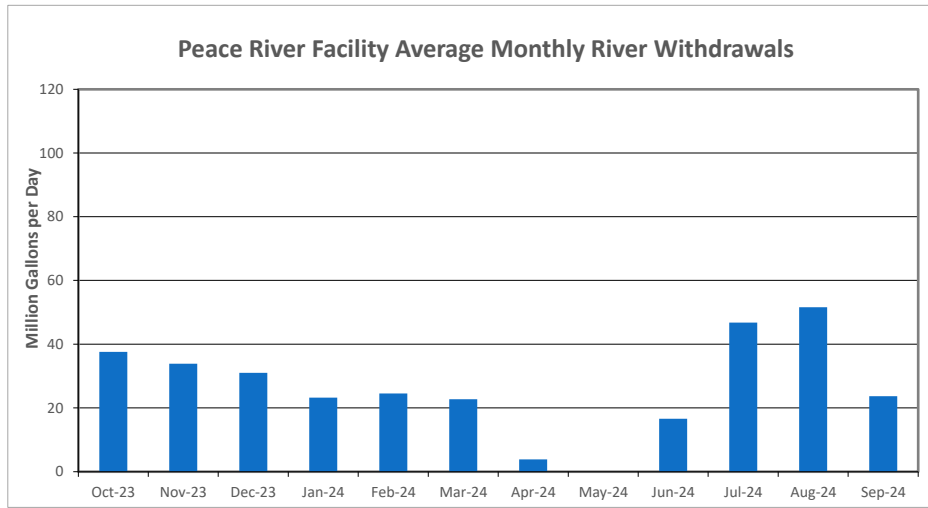
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2024 River Flows



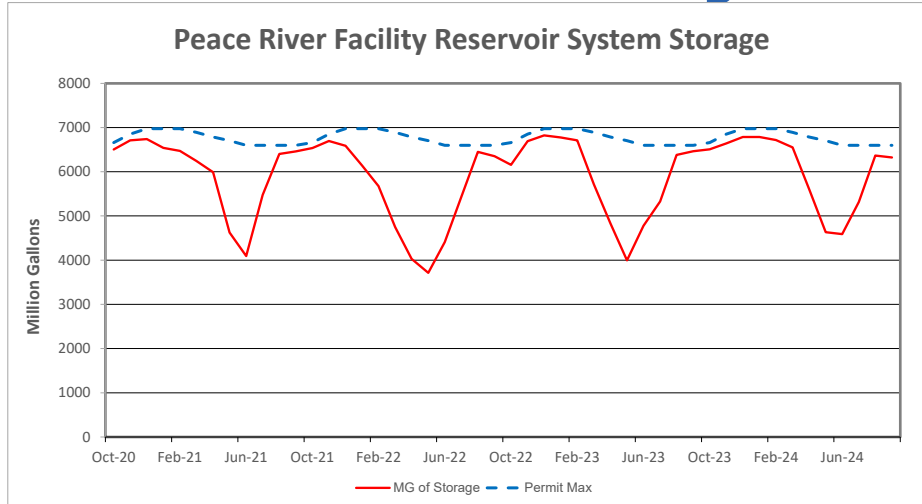
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2024 River Withdrawals



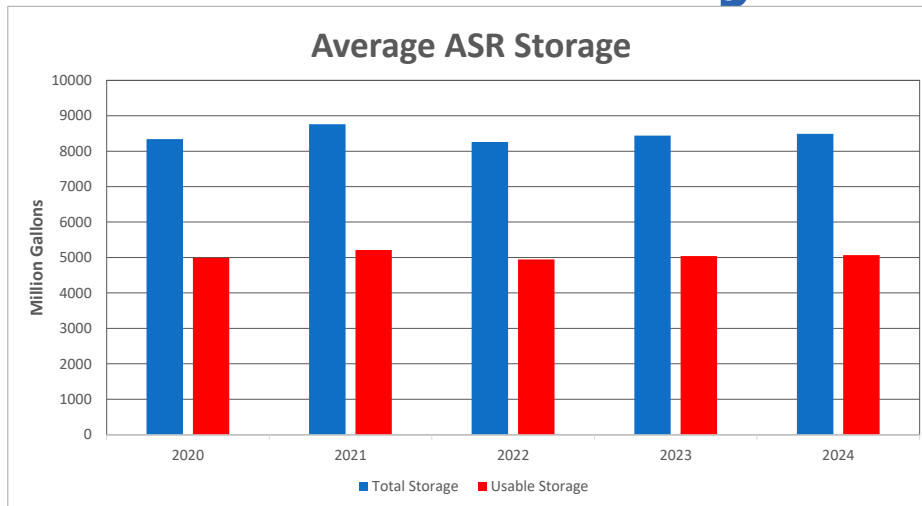
4

Surface Water Storage



5

2020-2024 ASR Storage



6

Regional Water Production FY2024



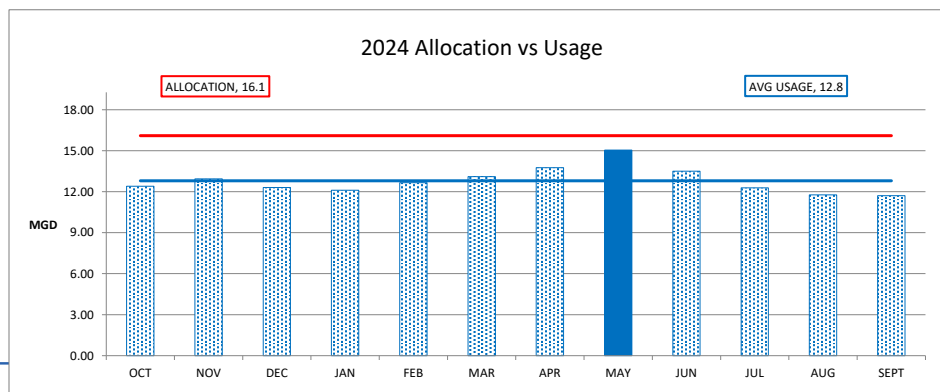
Source	Capacity [MGD]	FY 2024 [MGD]
Authority System	34.70	28.47
County & City Facilities	72.59	54.12
Total Capacity & Production	107.3	86.81
Export to Non-Authority Customers	NA	(3.58)
Authority Customer Total Water Use	107.3	83.23



7

Charlotte County

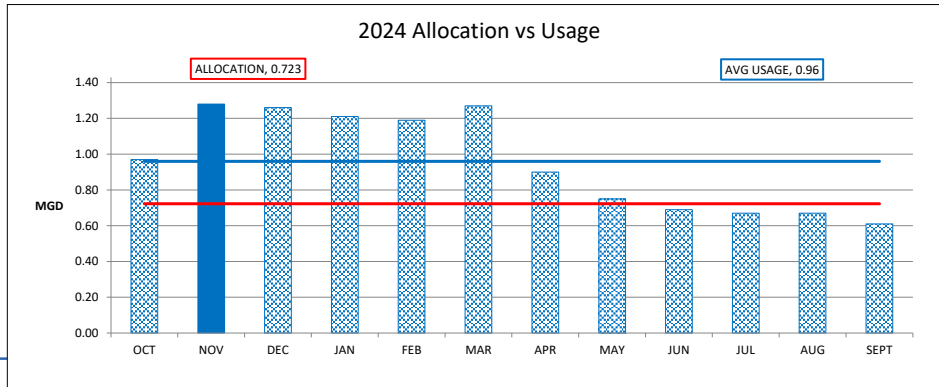
Source	Capacity [MGD]	FY 2024 [MGD]	% UTILIZED
Peace River Facilities	16.10	12.80	80%
Charlotte Self Supply	3.17	0.76	24%
TOTAL	19.27	13.56	70%



8

Desoto County

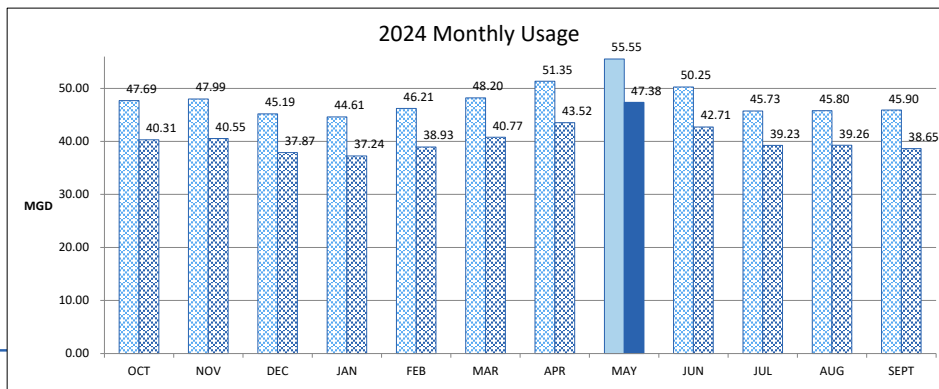
Source	Capacity [MGD]	FY 2024 [MGD]	% UTILIZED
Peace River Facilities	0.723	0.96	100%
Desoto Self Supply	0.75	0.33	44%
TOTAL	1.473	1.29	88%



9

Manatee County

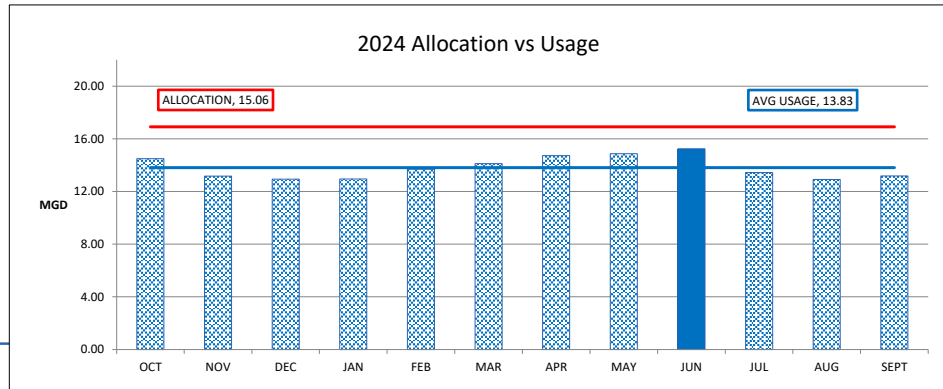
Source	Capacity [MGD]	FY 2024 [MGD]	% UTILIZED
Manatee Self Supply	52.846	40.53	77%
Export to Sarasota Co.	NA	3.79	
Export to Others	NA	3.55	
TOTAL	52.846	47.87	91%



10

Sarasota County

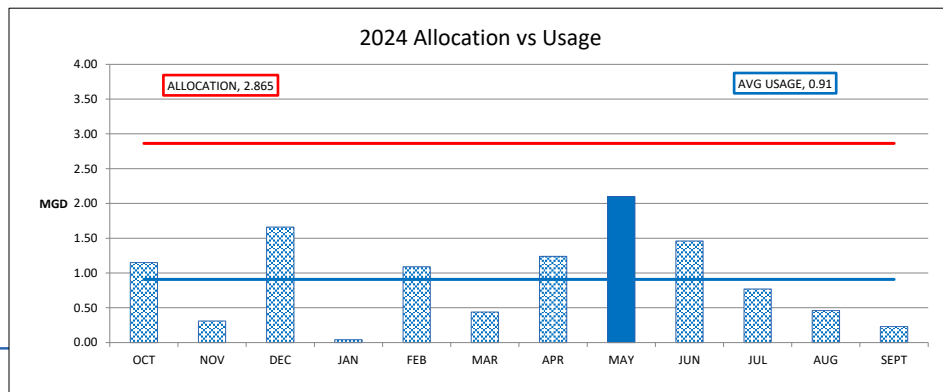
Source	Capacity [MGD]	FY 2024 [MGD]	% UTILIZED
Peace River Facilities	15.06	13.83	92%
Import from Others	5.00	3.79	76%
County Self Supply	10.52	6.28	60%
TOTAL	30.58	23.90	78%



11

North Port

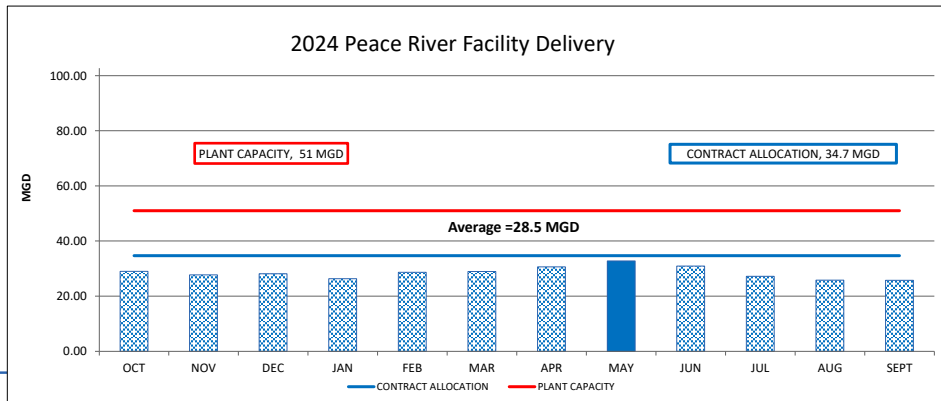
Source	Capacity [MGD]	FY 2024 [MGD]	% UTILIZED
Peace River Facilities	2.865	0.91	32%
North Port Self Supply	5.30	3.07	58%
Water Exchanged	N/A	-0.03	
TOTAL	8.165	3.95	48%



12

Regional Demand

Source	Capacity [MGD]	FY 2024 [MGD]	% UTILIZED
Authority Customers	107.3	83.23	77.6%
Customers + Consecutive Systems	107.3	86.81	80.9%



13

Questions?



14

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
December 4, 2024

REGULAR AGENDA
ITEM 2

2024 Hurricane Season Update

Presenter- Doug Leath, Facilities Senior Manager

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

The 2024 hurricane season was an active one for the four-county region the Authority serves with 3 tropical systems impacting the Region. Debby, Helene and Milton combined to create historic rainfall and flooding in the area as well as storm surge effects to our coastal communities. Milton made landfall near Siesta Key as a Category 3 hurricane with sustained winds of 120 mph. The Peace River Facility (PRF) experienced tropical storm and hurricane force winds and rainfall totaling 7.64" as a result of the 3 storms (about 15% of average annual rainfall). The Authority's regional supply and transmission facilities continued to operate and deliver water throughout these events and sustained minimal superficial damages. This staff presentation provides an update on effects to Authority facilities and operations.

Budget Action: No Action Needed

Attachments:

Presentation Materials

2024 Hurricane Season Update

Regular Agenda 2
December 4, 2024



1

Hurricane Season 2024

- Three regional storm events 2024

Storm	Date	Total Rainfall (in)
Debby	08/05/24	3.74
Helene	09/26/24	1.80
Milton	10/09/24	2.10

- Authority facilities were fortunate to avoid major impacts from Debby and Helene
- Season recap will focus on experience during Hurricane Milton



2

Milton Preparation

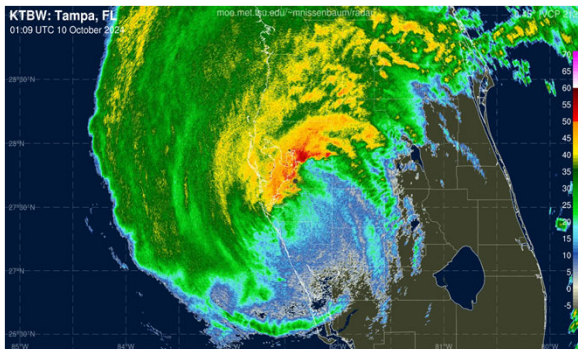


- Start days before the storm arrives securing loose items
- Secure equipment on top of Treatment Units, lesson learned from Charley in 2004
- Doublecheck Treatment Chemicals & fuel supply for Generators & fill vehicles with gas
- Designate staff to be present during and after the storm
- Allow staff adequate time to prep their homes before the storm



3

Day of the Storm



- Approximately 50 staff and family members sheltered at the plant
- Sustained winds of 40 MPH at noon, generators were started to ensure continuous power
- Wind gusts stayed between 50-70 MPH the rest of the day
- Highest wind recorded was 81 MPH, Thursday morning at 1am

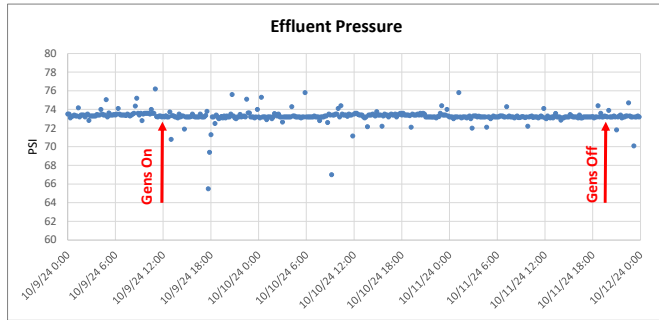


4

Water Deliveries During Milton

- Authority facilities continued to operate and deliver water throughout the storm and when plant was on generator power

Date	Water Distributed (MGD)
10/09/24	24.6
10/10/24	29.1
10/11/24	26.1
10/12/24	25.7



5

We Lost FPL Power at 8:48pm



6

Damaged Power Lines



**25,000vac Power
lines broken**

**Incoming FPL
Power**



7

Damage was Minimal



8



9

After Milton Passed

- Generators ran for 55 continuous hours. The plant can run 9 to 11 days without refueling. Purchased 17,000 gallons of Diesel Fuel – Rogers Petroleum a local DeSoto company was able to fulfill our needs
- We were in constant communication with FPL to restore the incoming power
- Staff reached out to Charlotte and Sarasota County EOC's to assist in getting power restored
- We are able to fully run on generator power but prefer to be on FPL and have gens as a backup



10

Questions



PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
December 4, 2024

REGULAR AGENDA
ITEM 3

Third Amended Master Water Supply Contract - Final Action

Presenters - Jim Guida, Director, Water Resource and Planning
Doug Manson, General Counsel

Recommended Action - **Motion to Approve** the Third Amended Peace River Manasota Regional Water Supply Authority Master Water Supply Contract.

Revisions and updates to the Master Water Supply Contract (MWSC) are necessary to support the development of the next water supply source (Surface Water System Expansion Program) and allocation of the 18 MGD annual average day quantity generated by that new supply. Additionally, an update and clean-up of outdated provisions and language in the MWSC is also proposed. Exhibits proposed for revision are briefly discussed below:

- Exhibit A (DeSoto Payment Schedule): A facility use payment to DeSoto County that is readdressed if the Water Use Permit capacity at the Peace River Facility is modified or if additional entities become Customers of the Authority.
- 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.

Updates of four (4) Exhibits (Exhibits A, B, C, and F) in the MWSC were approved by all 5 Authority Customers to the MWSC agreement on September 24, 2024 and October 22, 2024 by as follows:

- Charlotte County BOCC September 24
- DeSoto County BOCC September 24
- Sarasota County BOCC October 22
- Manatee County BOCC October 22
- City of North Port CC October 22

Staff recommends that the Board approve the Third Amendment to the Master Water Supply Contract and Exhibits A, B, C, and F based on unanimous customer approvals, as required in the agreement.

Budget Action – No action is needed.

Attachments:

- Tab A Presentation Material
- Tab B Third Amended Master Water Supply Contract
- Tab C City of North Port Letter of Commitment

TAB A
Presentation Materials

Master Water Supply Contract Revisions Update

Regular Agenda 3
December 4, 2024



1

Agenda

- Background/Status
- Discussion
- Motion

Peace River Manasota Regional Water Supply Authority
Regional Vision for 2042



2

MWSC “Exhibits A, B, C, F”

- Exhibit A (DeSoto Payment Schedule): A facility use payment to DeSoto County that is readdressed if the Water Use Permit capacity at the Peace River Facility is modified or if additional entities become Customers of the Authority.
- 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.



3

MWSC Discussions – “Exhibits A, B, C, F”

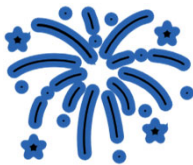
- April 3, – Board Meeting
 - Staff presented proposed DeSoto Payment Methodology
 - Concern with DeSoto Payment Amount & Inflation Escalation
 - Convene Administrators and Work on “Exhibit A”
- May 17, – Administrators Meeting
 - Proposed DeSoto Payment increase starts in 2026
 - Proposed \$3M cap on DeSoto Payment in 2036
 - Proposal that all Members & Customers contribute to DeSoto Payment
 - Progress but not consensus
- June 5, Board Meeting
 - General agreement on payment increase beginning 2026 & \$3M payment cap
 - Discussion on Manatee contribution when they don’t receive water yet
 - Re-Convene Administrators
- August 1, Administrators Meeting
 - Consensus Proposal for “Exhibit A” with all Members & Customers participating
 - Consensus Proposal for Exhibits “B”, “C”, and “F”



4

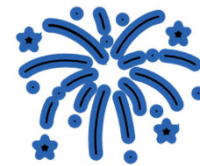
MWSC Discussions – “Exhibits A, B, C, F”

- August 7, – Board Meeting
 - Staff presented proposed DeSoto Payment Methodology from Administrator Meeting August 1st
 - Staff presented updated Exhibits B, C, F with Optional North Port participation
- August 7 – Present
 - MWSC Amendment No. 3 **APPROVED** by all Customer Commissions



Charlotte County BOCC
 DeSoto County BOCC
 Sarasota County BOCC
 Manatee County BOCC
 City of North Port CC
 Letter of Commitment

September 24
 September 24
 October 22
 October 22
 October 22
 November 12



Board Motion

Motion to Approve the Third Amended Peace River Manasota Regional Water Supply Authority Master Water Supply Contract.

Peace River Manasota Regional Water Supply Authority
 Regional Vision for 2042



Discussion / Questions



7

Overview of MWSC Updates

- Update Master Water Supply Contract Capacity and Cost Allocation Exhibits: "C", "B" & "F"
- Update Master Water Supply Contract DeSoto Payment Exhibit: "A"

8

MWSC New Water Supply Demands (Exhibit "C") w/ Options

Proposed Exhibit "C" New Water Supply Demands Annual Average Day (MGD)

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).

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	2.000 (0.00)*	6.343 (4.343)*
2030	0.000	0.384	0.000	4.000	2.000 (0.00)*	6.384 (4.384)*
2031	1.000	0.500	0.000	4.000	2.000 (0.00)*	7.500 (5.500)*
2032	2.000	1.000	0.000	4.000	2.000 (0.00)*	9.000 (7.000)*
2033	3.000	1.000	0.000	12.000 (14.000)*	2.000 (0.00)*	18.000

7-year

* North Port New Water Supply Demand shall be 0 MGD if written notification from the City of North Port requesting 2 MGD of additional regional capacity isn't received by the Authority by 11/15/2024.
Peak Month Average Day = 1.2 X Annual Average Day
Maximum Day = 1.4 X Annual Average Day



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MWSC – Water Allocation (Exhibit "B") w/ Options

Proposed New Exhibit "B" Water Allocations Annual Average Day (MGD)

EXHIBIT "B"
Water Allocation
(approved 2015)

Annual Average Day Quantity (MGD)						
Contract Fiscal Year	Charlotte County	DeSoto County	Manatee County	Sarasota County	City of North Port	Total
FY05	12,523	0,535	3,048	1,192	1,192	17,300
FY06	12,758	0,550	3,500	1,192	1,192	18,000
FY07	12,758	0,550	3,500	1,192	1,192	18,000
FY08	12,758	0,550	3,500	1,192	1,192	18,000
FY09	13,895	0,593	6,808	1,705	1,705	23,001
FY10	15,031	0,635	10,116	2,218	2,218	28,000
FY11	16,100	0,675	13,225	2,700	2,700	32,700
FY12	16,100	0,675	13,225	2,700	2,700	32,700
FY13	16,100	0,675	13,225	2,700	2,700	32,700
FY14	16,100	0,675	13,225	2,700	2,700	32,700
FY15	16,100	0,675	13,225	2,700	2,700	32,700
FY16	16,100	0,675	13,225	2,865	2,865	34,700
Remaining Years*	16,100	0,675	13,225	2,865	2,865	34,700

Peak Monthly Average Day (MGD)						
Contract Fiscal Year	Charlotte County	DeSoto County	Manatee County	Sarasota County	City of North Port	Total
FY05	15,030	0,642	3,658	3,146	3,146	22,476
FY06	15,310	0,660	4,200	3,146	3,146	23,316
FY07	15,310	0,660	4,200	3,146	3,146	23,316
FY08	15,310	0,660	4,200	3,146	3,146	23,316
FY09	16,187	0,690	7,931	3,146	3,146	27,054
FY10	17,512	0,740	11,785	3,146	3,146	33,183
FY11	18,757	0,786	15,407	3,146	3,146	38,096
FY12	18,757	0,786	15,407	3,146	3,146	38,096
FY13	18,757	0,786	15,407	3,146	3,146	38,096
FY14	18,757	0,786	15,407	3,146	3,146	38,096
FY15	18,757	0,786	15,407	3,146	3,146	38,096
FY16	19,320	0,810	18,084	3,438	3,438	41,652
Remaining Years*	19,320	0,810	18,084	3,438	3,438	41,652

Maximum Day (MGD)						
Contract Fiscal Year	Charlotte County	DeSoto County	Manatee County	Sarasota County	City of North Port	Total
FY05	17,535	0,749	4,267	3,780	3,780	26,331
FY06	17,861	0,770	4,900	3,780	3,780	27,311
FY07	17,861	0,770	4,900	3,780	3,780	27,311
FY08	17,861	0,770	4,900	3,780	3,780	27,311
FY09	19,453	0,820	9,531	3,780	3,780	33,964
FY10	21,043	0,889	14,162	3,780	3,780	39,874
FY11	22,540	0,945	18,515	3,780	3,780	45,780
FY12	22,540	0,945	18,515	3,780	3,780	45,780
FY13	22,540	0,945	18,515	3,780	3,780	45,780
FY14	22,540	0,945	18,515	3,780	3,780	45,780
FY15	22,540	0,945	18,515	3,780	3,780	45,780
FY16	22,540	0,945	21,084	4,011	4,011	48,580
Remaining Years*	22,540	0,945	21,084	4,011	4,011	48,580

Annual Average Day, Peak Monthly Average Day, Maximum Day are expressed in million gallons per day (MGD).

7-year

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	36.495
FY29	16.100	1.018	0.000	19.060	4.865 (2.865)*	41.043 (39.043)*
FY30	16.100	1.059	0.000	19.060	4.865 (2.865)*	41.084 (39.084)*
FY31	17.100	1.175	0.000	19.060	4.865 (2.865)*	42.200 (40.200)*
FY32	18.100	1.675	0.000	19.060	4.865 (2.865)	43.700 (41.700)*
FY33	19.100	1.675	0.000	27.060 (29.060)*	4.865 (2.865)*	52.700
Remaining Years	19.100	1.675	0.000	27.060 (29.060)*	4.865 (2.865)*	52.700

* North Port's water allocation shall remain 2.865 MGD if written notification from the City of North Port requesting 2 MGD of additional regional capacity isn't received by the Authority by 11/15/2024
Peak Month Average Day = 1.2 X Annual Average Day
Maximum Day = 1.4 X Annual Average Day



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Exhibit “F” Cost Allocation Percentages (by Supply Project) w/ Options

FL#2005012976 B 370 P1062
REC NO. 075E8506341

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%	66.67% (77.78%)*	11.11% (0.00%)*

* Cost allocation if written notification from the City of North Port requesting 2 MGD of additional regional capacity isn't received by the Authority by 11/15/2024



11

Exhibit A: DeSoto Payment History

- 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.*

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Contract Methodology

Current DeSoto
Payment based on
Peace River WUP
34.7 MGD AADF

Current DeSoto
Payment \$796,000

Re-address by all
parties if WUP
changes or with
new Customer(s)

Adjustment Considerations

- Peace River WUP increased in 2019 to 80 MGD AADF
- Consider cost adjustment out to 2036



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MWSC Exhibit "A" (Approved 2015)

Contract Fiscal Year	Charlotte County	DeSoto County	Sarasota County	City of North Port	Total
FY 2005	\$368,564	\$15,889	\$101,111	\$34,436	\$520,000
FY 2006	\$368,564	\$15,889	\$101,111	\$34,436	\$520,000
FY 2007	\$368,564	\$15,889	\$101,111	\$34,436	\$520,000
FY 2008	\$368,564	\$15,889	\$101,111	\$34,436	\$520,000
FY 2009	\$361,403	\$15,424	\$177,073	\$44,346	\$598,247
FY 2010	\$363,140	\$15,341	\$244,396	\$53,586	\$676,463
FY 2011	\$369,266	\$15,482	\$303,326	\$61,927	\$750,000
FY 2012	\$369,266	\$15,482	\$303,326	\$61,927	\$750,000
FY 2013	\$369,266	\$15,482	\$303,326	\$61,927	\$750,000
FY 2014	\$369,266	\$15,482	\$303,326	\$61,927	\$750,000
FY 2015	\$369,266	\$15,482	\$303,326	\$61,927	\$750,000
FY 2016	\$369,266	\$15,482	\$345,541	\$65,711	\$796,000
Remaining Yrs	\$369,266	\$15,482	\$345,541	\$65,711	\$796,000



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Exhibit "A"

Contract Fiscal Year	Charlotte County 19.1 MGD	DeSoto County 1.675 MGD	Sarasota County 27.06 MGD	City of North Port 4.865 MGD	Manatee County 5.0 MGD	Total	
No Change	FY 2024	\$369,266	\$15,482	\$345,541	\$65,711	\$0	\$796,000
	FY 2025	\$369,266	\$15,482	\$345,541	\$65,711	\$0	\$796,000
Phased Increase	FY 2026	\$306,214	\$140,892	\$381,736	\$46,157	\$62,500	\$937,500
	FY 2027	\$459,322	\$211,338	\$572,604	\$69,236	\$93,750	\$1,406,250
	FY 2028	\$637,703	\$293,412	\$794,980	\$92,630	\$130,159	\$1,952,379
Phased increase to \$3M total payment. Increase applied to Member Contribution Only. (\$114,682.90/yr)	FY 2029	\$638,317	\$306,545	\$789,876	\$92,630	\$369,853	\$2,197,220
	FY 2030	\$666,988	\$335,215	\$818,547	\$92,630	\$398,523	\$2,311,903
	FY 2031	\$695,659	\$363,886	\$847,217	\$92,630	\$427,194	\$2,426,586
	FY 2032	\$724,329	\$392,557	\$875,888	\$92,630	\$455,865	\$2,541,269
	FY 2033	\$753,000	\$421,228	\$904,559	\$92,630	\$484,536	\$2,655,952
	FY 2034	\$781,671	\$449,898	\$933,229	\$92,630	\$513,206	\$2,770,634
	FY 2035	\$810,341	\$478,569	\$961,900	\$92,630	\$541,877	\$2,885,317
	FY 2036	\$839,012	\$507,240	\$990,571	\$92,630	\$570,548	\$3,000,000
Remaining Yrs	\$839,012	\$507,240	\$990,571	\$92,630	\$570,548	\$3,000,000	



Questions / Discussion



TAB B
Third Amended Master Water Supply Contract

**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 found 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 15th 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 "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 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 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.
- 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 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 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, FLORIDA**

By: William G. Truex
William G. Truex, Chairman



ATTEST:

Roger D. Eaton, Clerk of the Circuit
Court and Ex-Officio Clerk to the
Board of County Commissioners

By: Kimberly Welsh
Deputy Clerk A. Agr 2005-048

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:**

Janette S. Knowlton
Janette S. Knowlton, County Attorney
LR21-0765 JS

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, William G. Truex, 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 24th day of September, 2024.

Diane M. Whidden
Notary Public
My Commission Expires:



DIANE M. WHIDDEN
Notary Public
State of Florida
Comm# HH570320
Expires 7/12/2028

DESOTO COUNTY
BOARD OF COUNTY COMMISSIONERS

WITNESS:

Mindy Hines

By: [Signature]
Chairman
Date: 9-24-2024

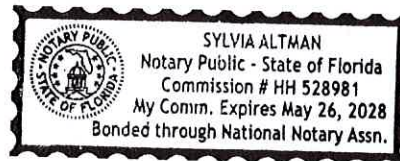
Approved as to form: [Signature]
Attorney for DeSoto County

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, Jerod Gross, to me known to be the person described in and who executed the foregoing instrument on behalf of DeSoto County, and Jerod Gross, acknowledged before me that Jerod Gross, 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 24th day of September, 2024.

Sylvia Altman
Notary Public
My Commission Expires:



MANATEE COUNTY
BOARD OF COUNTY COMMISSIONERS

WITNESS:

Samuel J. Agosto

Shm Rauts-Cox

Approved as to form:

Attorney for Manatee County

STATE OF FLORIDA
COUNTY OF MANATEE

By: [Signature]
Chair

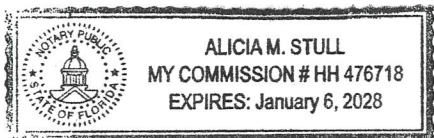
Date: 10-25-2024
Approved by BCC 10/23/24

ATTEST: MANATEE COUNTY
CLERK OF CIRCUIT COURT AND
COUNTY COMPTROLLER
BY: [Signature]
DEPUTY CLERK



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, Michael Rahn, to me known to be the person described in and who executed the foregoing instrument on behalf of Manatee County, and he, 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 25th day of October, 2024.



[Signature]
Notary Public
My Commission Expires:

SARASOTA COUNTY
BOARD OF COUNTY COMMISSIONERS

WITNESS:

Chuck Morley

By: [Signature]

Chair

Date: 10/22/2024

Approved as to form:

[Signature]
Attorney for Sarasota County SSS



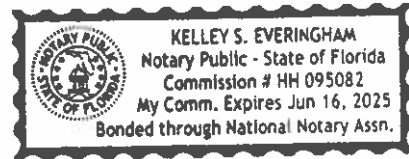
STATE OF FLORIDA
COUNTY OF SARASOTA

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, Michael Moran, to me known to be the person described in and who executed the foregoing instrument on behalf of Sarasota County, and as BCC Chair, acknowledged before me that Michael Moran, 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 day of November, 2024.

[Signature]
Notary Public

My Commission Expires:



CITY OF NORTH PORT

WITNESS:

Heather Faust
Heather Faust

By: Alice White

Date: 10/22/24

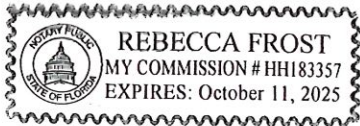
Approved as to form:

Michael Golden
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, Alice White, to me known to be the person described in and who executed the foregoing instrument on behalf of the City of North Port, and Alice White, acknowledged before me that Alice White, 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 22 day of October, 2024.



Rebecca Frost
Notary Public
My Commission Expires: October 11, 2025

Exhibit “A” – DeSoto Payment Schedule
 (approved _____ 2024)

Contract Fiscal Year	Charlotte County	DeSoto County	Sarasota County	City of North Port	Manatee County	Total
FY 2024	\$369,266	\$15,482	\$345,541	\$65,711	\$0	\$796,000
FY 2025	\$369,266	\$15,482	\$345,541	\$65,711	\$0	\$796,000
FY 2026	\$306,214	\$140,892	\$381,736	\$46,157	\$62,500	\$937,500
FY 2027	\$459,322	\$211,338	\$572,604	\$69,236	\$93,750	\$1,406,250
FY 2028	\$637,703	\$293,412	\$794,980	\$92,630	\$130,159	\$1,952,379
FY 2029	\$638,317	\$306,545	\$789,876	\$92,630	\$369,853	\$2,197,220
FY 2030	\$666,988	\$335,215	\$818,547	\$92,630	\$398,523	\$2,311,903
FY 2031	\$695,659	\$363,886	\$847,217	\$92,630	\$427,194	\$2,426,586
FY 2032	\$724,329	\$392,557	\$875,888	\$92,630	\$455,865	\$2,541,269
FY 2033	\$753,000	\$421,228	\$904,559	\$92,630	\$484,536	\$2,655,952
FY 2034	\$781,671	\$449,898	\$933,229	\$92,630	\$513,206	\$2,770,634
FY 2035	\$810,341	\$478,569	\$961,900	\$92,630	\$541,877	\$2,885,317
FY 2036	\$839,012	\$507,240	\$990,571	\$92,630	\$570,548	\$3,000,000
Remaining Years	\$839,012	\$507,240	\$990,571	\$92,630	\$570,548	\$3,000,000

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	2.000 (0.000)*	6.343 (4.343)*
2030	0.000	0.384	0.000	4.000	2.000 (0.000)*	6.384 (4.384)*
2031	1.000	0.500	0.000	4.000	2.000 (0.000)*	7.500 (5.500)*
2032	2.000	1.000	0.000	4.000	2.000 (0.000)*	9.000 (7.000)*
2033	3.000	1.000	0.000	12.000 (14.000)*	2.000 (0.000)*	18.000

Peak Month Average 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	0.354	0.000	1.800	0.000	2.154
2029	0.000	0.412	0.000	4.800	2.400 (0.000)*	7.612 (5.212)*
2030	0.000	0.461	0.000	4.800	2.400 (0.000)*	7.661 (5.261)*
2031	1.200	0.600	0.000	4.800	2.400 (0.000)*	9.000 (6.600)*
2032	2.400	1.200	0.000	4.800	2.400 (0.000)*	10.800 (8.400)*
2033	3.600	1.200	0.000	14.400 (16.800)*	2.400 (0.000)*	21.600

Maximum 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	0.413	0.000	2.100	0.000	2.513
2029	0.000	0.480	0.000	5.600	2.800 (0.000)*	8.880 (6.080)*
2030	0.000	0.538	0.000	5.600	2.800 (0.000)*	8.937 (6.136)*
2031	1.400	0.700	0.000	5.600	2.800 (0.000)*	10.500 (7.700)*
2032	2.800	1.400	0.000	5.600	2.800 (0.000)*	12.600 (9.800)*
2033	4.200	1.400	0.000	16.800 (19.600)*	2.800 (0.000)*	25.200

“*” North Port New Authority Water Supply Demands shall be 0 MGD if written notification approved by the North Port City Council requesting 2 MGD of additional New Authority Water Supply Demands is not received by the Authority by 11/15/2024. Quantities identified in () * reflect provisional 2 MGD of North Port’s New Authority Water Supply Demands transferring to Sarasota County if the City of North Port elects not to participate by the date stated.

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	36.495
FY29	16.100	1.018	0.000	19.060	4.865 (2.865)*	41.043 (39.043)*
FY30	16.100	1.059	0.000	19.060	4.865 (2.865)*	41.084 (39.084)*
FY31	17.100	1.175	0.000	19.060	4.865 (2.865)*	42.200 (40.200)*
FY32	18.100	1.675	0.000	19.060	4.865 (2.865)*	43.700 (41.700)*
FY33	19.100	1.675	0.000	27.060	4.865 (2.865)*	52.700
Remaining Years	19.100	1.675	0.000	27.060 (29.060)*	4.865 (2.865)	52.700

Peak Month Average Day (MGD)						
Year	Charlotte County	DeSoto County	Manatee County	Sarasota County	City of North Port	Total
FY24	19.320	0.810	0.000	18.084	3.438	41.652
FY25	19.320	0.810	0.000	18.084	3.438	41.652
FY26	19.320	0.810	0.000	18.084	3.438	41.652
FY27	19.320	0.810	0.000	18.084	3.438	41.652
FY28	19.320	1.164	0.000	19.872	3.438	43.794
FY29	19.320	1.222	0.000	22.872	5.838 (3.438)*	49.251 (46.851)*
FY30	19.320	1.271	0.000	22.872	5.838 (3.438)*	49.301 (46.908)*
FY31	20.520	1.410	0.000	22.872	5.838 (3.438)*	50.640 (48.240)*
FY32	21.720	2.010	0.000	22.872	5.838 (3.438)*	52.440 (50.040)*
FY33	22.920	2.010	0.000	32.872 (34.872)*	5.838 (3.438)*	63.240
Remaining Years	22.920	2.010	0.000	32.872 (34.872)*	5.838 (3.438)*	63.240

Maximum Day (MGD)						
Year	Charlotte County	DeSoto County	Manatee County	Sarasota County	City of North Port	Total
FY24	22.540	0.945	0.000	21.084	4.011	48.580
FY25	22.540	0.945	0.000	21.084	4.011	48.580
FY26	22.540	0.945	0.000	21.084	4.011	48.580
FY27	22.540	0.945	0.000	21.084	4.011	48.580
FY28	22.540	1.358	0.000	23.184	4.011	51.093
FY29	22.540	1.425	0.000	26.684	6.811 (4.011)*	57.460 (54.660)*
FY30	22.540	1.483	0.000	26.684	6.811 (4.011)*	57.517 (54.778)*
FY31	23.940	1.645	0.000	26.684	6.811 (4.011)*	59.080 (56.280)*
FY32	25.340	2.345	0.000	26.684	6.811 (4.011)*	61.180 (58.380)*
FY33	26.740	2.345	0.000	37.884 (40.684)*	6.811 (4.011)*	73.780
Remaining Years	26.740	2.345	0.000	37.884 (40.684)*	6.811 (4.011)*	73.780

“*” North Port New Authority Water Supply Demands shall be 0 MGD if written notification approved by the North Port City Council requesting 2 MGD of additional New Authority Water Supply Demands is not received by the Authority by 11/15/2024. Quantities identified in ()* reflect provisional 2 MGD of North Port’s New Authority Water Supply Demands transferring to Sarasota County if the City of North Port elects not to participate by the date stated.

Exhibit “F” – Cost Allocation Percentages

Project	Charlotte County	DeSoto County	Manatee County	Sarasota County	City of North Port
Peace River Regional Water Treatment Facility (1991 Facility) Cost Allocation	89.65%	0.42%	0.00%	0.00%	9.93%
Peace River Option Cost Allocation	33.33%	8.33%	0.00%	58.34%	0.00%
Regional Expansion Project Cost Allocation **	27.21%	0.81%	0.00%	61.72%	10.26%
1991 Rebuild Project Cost Allocation	0.00%	0.00%	0.00%	91.75%	8.25%
Surface Water System Expansion Cost Allocation	16.67%	5.55%	0.00%	66.67% (77.78%)*	11.11% (0.00%)*

Cost allocation in () shall be used if the City of North Port does not request the 2 MGD of New Authority Water Supply Demands by November 15, 2024.

**The Regional Expansion Project (REP) cost allocation percentages were applied to the total oversize 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%.

TAB C
City of North Port Letter of Commitment



November 15, 2024

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

Re: Letter of Commitment

Dear Peace River Manasota Regional Water Supply Authority,

This letter serves as a formal expression of the City of North Port's commitment to purchase an additional two million gallons per day (2 MGD) of treated water from the Peace River Manasota Regional Water Supply Authority.

The City recognizes the critical need to secure a reliable and long-term water supply to meet the growing demands of our community. We believe that partnering with the Authority presents a mutually beneficial solution.

The Third Amended Peace River Manasota Regional Water Supply Authority Master Water Supply Contract includes detailed provisions outlining the terms and conditions of the water purchase, including but not limited to delivery schedules, quality standards, pricing structures, and any other pertinent contractual obligations.

The City of North Port remains committed to working collaboratively with the Peace River Manasota Regional Water Supply Authority to finalize this agreement in a timely manner. We believe that by leveraging our respective strengths and resources, we can effectively address the water supply challenges facing our region and ensure a sustainable future for generations to come.

Thank you for your time and consideration. We look forward to your prompt response and a productive collaboration.

Sincerely,

A handwritten signature in black ink that reads "Alice White". The signature is written in a cursive, flowing style.

Mayor Alice White

CC: A Jerome Fletcher II, ICMA-CM,MPA, City Manager
Jason Yarborough, ICMA-CM, Deputy City Manager
Nancy Gallinaro, Utilities Director

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
December 4, 2024

REGULAR AGENDA
ITEM 4

2025 Projects Schedule Milestones

Presenter - Mike Knowles, Engineering & Projects Sr. Manager

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

The Authority is embarking on the largest 5-year Capital Improvement Plan (CIP) in its history with the Surface Water Supply Expansion Project representing the largest project within the CIP. This presentation will cover the approach for taking the 5-year CIP through design and construction as it relates to the 2025 calendar year Authority Board meetings. This presentation offers the opportunity to provide updates to these projects and the Professional Services Contract schedule and understand what additional information Board members would like presented at future updates.

Professional Services Contracts

Professional service contract for Engineering, Environmental, Surveying, and Hydrogeological services.

- August 2025 - Request Board approval PSEC ranking & award.

Regional Integrated Loop Phase 3C Pipeline Project

The pipeline portion of the project is currently under construction with over 4 miles of 42-inch diameter pipe installed. The Contractor is developing the Guaranteed Maximum Price (GMP) for construction of storage and pumping improvements associated with the project.

- August 2025 – Request Board approval of the Phase 3C Storage & Pumping Improvement GMP

Peace River Facility (PRF) Expansion Project

Phase 1 of the Project covering the design up to the GMP development is currently underway. After completion of the GMP Design (Approx. 60% Design), the Progressive Design-Build team will develop an amendment for final (100%) design, and a second amendment for the GMP to construct the facility.

- February 2025 – Request Board approval of Final Design Amendment
- June 2025 – Request Board approval of the PRF Expansion GMP

Peace River Regional Reservoir No. 3 (PR3) Project

The project components include a new reservoir, pump stations (PS), mitigation, and conveyance pipelines that are broken out into five volumes of design. The following are only the items associated with the 2025 Board meetings.

- February 2025 – Request Board approval of Vol 3 Reservoir PS Elec. ODP & Early Works Package
- April 2025 – Request Board approval of Vol 5 Mitigation - Mitigation Credit Reservation Bids
- June 2025 – Request Board approval of Vol 1 Reservoir PSEC Shortlist; Vol 3 Reservoir PS GMP
- August 2025 – Request Board approval of Vol 5 Mitigation - Federal Credit Bids & Award
- October 2025 – Request Board approval of Vol 1 Reservoir Bids & Award; Vol 4 Conveyance Pipelines GMP, Vol 5 Mitigation – Mitigation Bids & Award

***PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
December 4, 2024***

Additional Items

The approach and prospective financing schedule associated with packaging the projects together for securing the CIP funding will be discussed along with the associated construction, engineering, and inspection

Budget Action – No action needed.

Attachments:

Presentation Materials

2025 Projects Schedule Milestones

Regular Agenda Item No. 4
December 4, 2025



1

Agenda

Calendar Year 2025



- **Professional Services Contract**
- **Regional Integrated Loop Phase 3C Pipeline**
- **Surface Water Supply Expansion Project**
- **Prospective Financing**



2

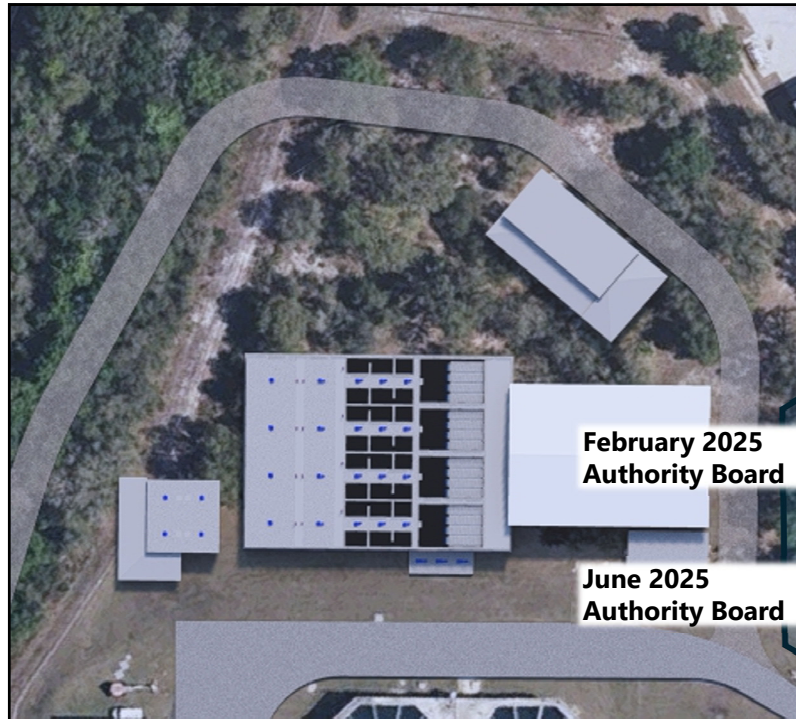
Surface Water Supply Expansion Project

Peace River Facility Expansion

Peace River Regional Reservoir No. 3



5



Peace River Facility Expansion

Phase 1 GMP Design (underway)

Final Design Amendment

GMP Amendment

6

Peace River Regional Reservoir No. 3



Peace River
Manasota
Regional Water Supply Authority

7

Peace River Regional Reservoir No. 3



8

Peace River Regional Reservoir No. 3

Electrical Owner Direct Purchase

February 2025
Authority Board

**Early Works Package
(Intake Channel)**

February 2025
Authority Board

GMP Amendment

June 2025
Authority Board

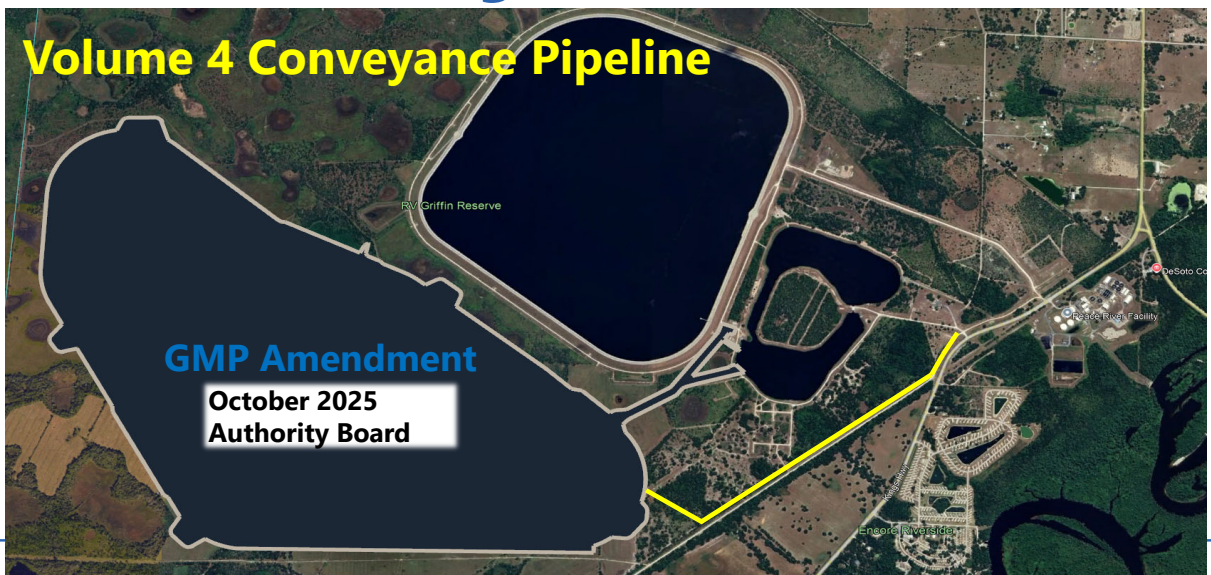


Peace River Regional Reservoir No. 3

Volume 4 Conveyance Pipeline

GMP Amendment

October 2025
Authority Board



Peace River Regional Reservoir No. 3

Mitigation Credit
Reservation Bids

Federal Credit Bids

Mitigation Bids



Peace River Regional Reservoir No. 3



Prospective Financing Schedule

Financing Package 1 (estimate: \$295 million)

- * PRF Expansion
- * PR3 Volume 3 (Reservoir Pump Station)
- * Phase 2B Pipeline



Financing Package 2 (estimate: \$293 million)

- * PR3 Volume 1 (Reservoir & CEI)
- * PR3 Volume 4 (Conveyance Piping)
- * PR3 Volume 5 (Mitigation)



13

Project	February	April	June	August	October
Professional Services				Ranking & Award	
Phase 3C Pumping & Storage				GMP Amendment	
Peace River Facility Exp.	Final Design Amendment		GMP Amendment		
PR3 Vol 1 (Reservoir)			Pre-Qualification (Shortlist)		Bids & Award
PR3 Vol 3 (Reservoir PS)	Electrical ODP & Early Works Pkg		GMP Amendment		
PR3 Vol 4 (Conveyance)					GMP Amendment
PR3 Vol 5 (Mitigation)		Mitigation Credit Reservation Bids		Federal Credit Bids	Mitigation Bids
Prospective Financing	Package 1 Request to Commence Financing	Package 1 Draft Document Approval	Package 2 Request to Commence Financing		Package 2 Draft Document Approval

14

QUESTIONS?



PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
December 4, 2024

REGULAR AGENDA
ITEM 5

Owner Direct Purchase of Pipe Materials for PR3

Presenters -

Mike Knowles, Engineering & Projects Sr. Manager

Recommended Action -

Motion to authorize the Executive Director to approve the purchase of materials for the Peace River Regional Reservoir No. 3 not to exceed \$7 million dollars for items that are being procured under Section 5.4.4 of the Authority's Procurement Policy.

The Authority has been successful in two prior large diameter pipeline projects, the Phase 2B and 3C pipelines, in procuring steel pipe through the owner direct purchase (ODP) process. Those ODPs represent a savings of over \$5 Million combined for both pipeline projects which is in part due to the tax savings, timing the steel coil market, and general inflation based on today's non-material costs (i.e. labor, fuel, etc.).

The Peace River Regional Reservoir No. 3 (PR3) Project includes several components with large diameter pipelines represented in Volume 4 Conveyance Pipelines. This Volume 4 portion of the PR3 project is anticipated to need large diameter pipe delivered to the RV Griffin Reserve beginning in December 2025. While the lead time for production is on the order of 4-5 months, the steel coil market is currently trending low when compared to the last three years. Our neighboring water authority to the north, Tampa Bay Water, recently authorized the purchase of 60-inch diameter steel pipe. While the future steel coil market pricing is uncertain, Authority staff recommend purchase of the Volume 4 Conveyance Pipeline steel pipe, associated pipe fittings, and valves at this time.

Budget Action – No action is needed.

Attachments:

Presentation Material

Owner Direct Purchase of Pipe Materials for PR3

Regular Agenda Item No. 5
December 4, 2025



1

Agenda



- **Recent ODP Success**
- **PR3 Volume 4 Conveyance Pipelines**
- **Questions?**
- **Motion**



2

Owner Direct Purchase (ODP)

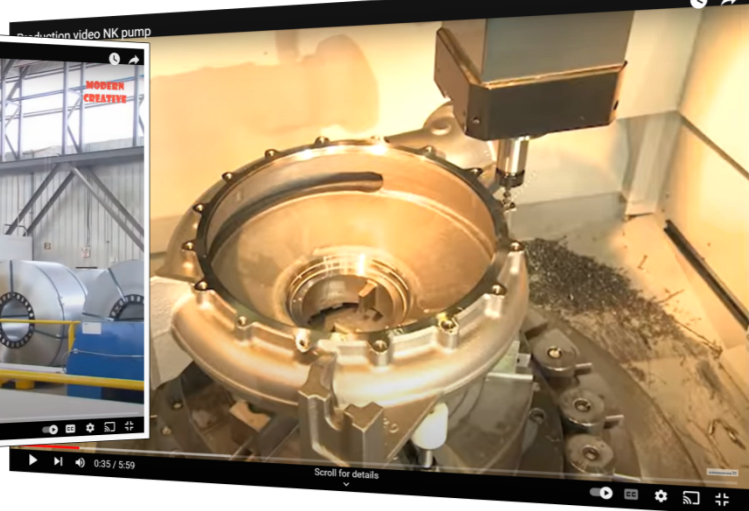
5.4.4 Owner-Direct Purchasing

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



3

Recent Owner Direct Purchase Success



4

Regional Integrated Loop Phase 2B & 3C



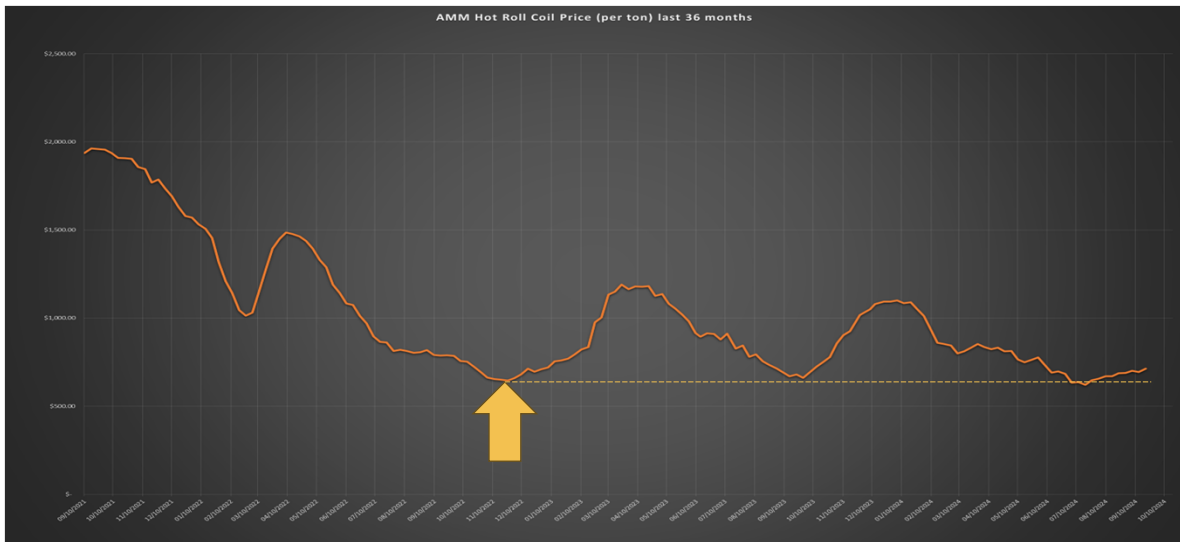
EARLY PROCUREMENT OWNER DIRECT PURCHASE

PHASE 2B 42" STEEL PIPE, 42" HDPE PIPE, VALVES	\$2.8M
PHASE 3C 42" STEEL PIPE, VALVES	\$2.4M
TOTAL EARLY PROCUREMENT APPROACH	\$5.2M



5

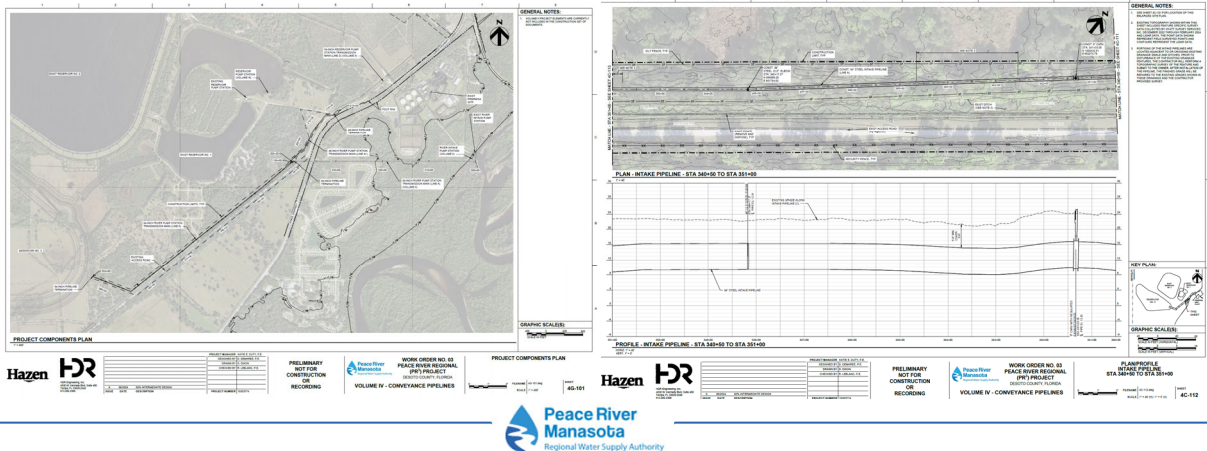
Market Conditions



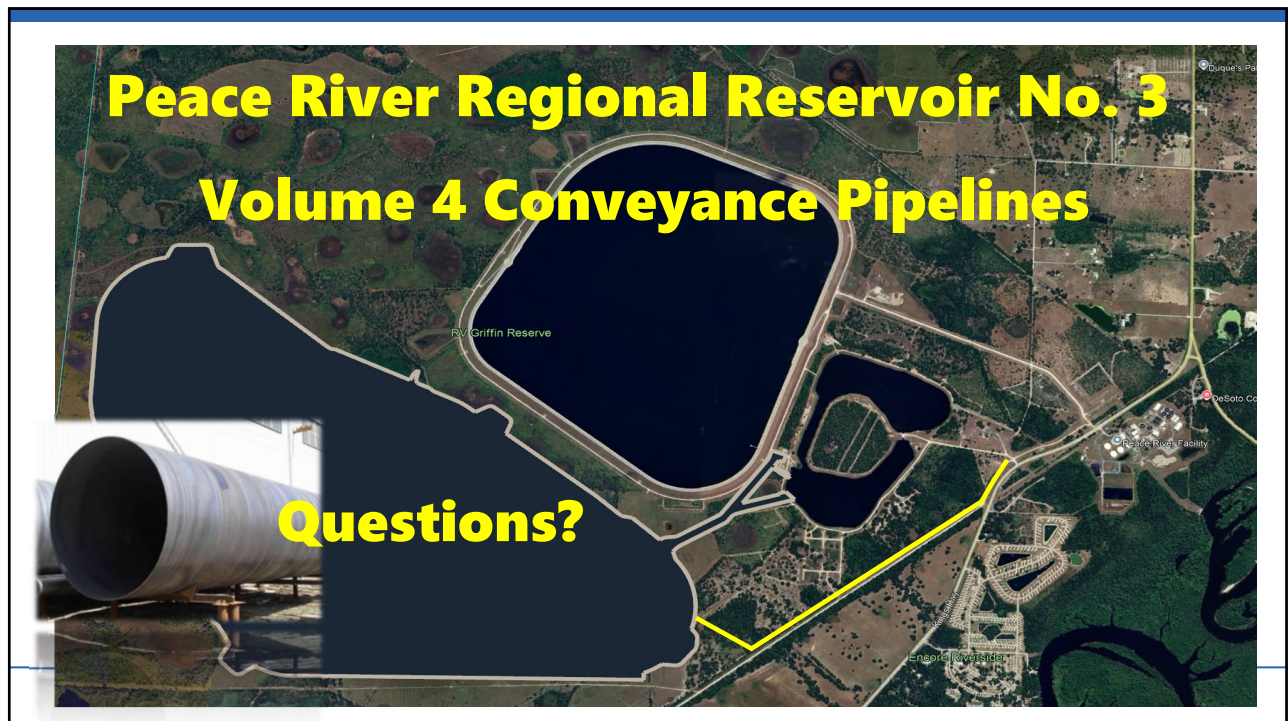
6

Peace River Regional Reservoir No. 3

Volume 4 Conveyance Pipelines



7



8

Motion

Motion to authorize the Executive Director to approve the purchase of materials for the Peace River Regional Reservoir No. 3 not to exceed \$7 million dollars for items which are being procured under Section 5.4.4 of the Authority's Procurement Policy.



***PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
December 4, 2024***

GENERAL COUNSEL'S REPORT

Presenter -

Douglas Manson, General Counsel

Recommended Action -

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

***PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
December 4, 2024***

EXECUTIVE DIRECTOR'S REPORT

Presenter -

Richard Anderson, Executive Director

Recommended Action -

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

***PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
December 4, 2024***

**ROUTINE STATUS REPORTS
ITEM 1**

Hydrologic Conditions Report

MEMORANDUM

Project: Hydrologic Conditions Report
Date: December 4, 2024
TO: Richard Anderson, Executive Director
Developed By: Kris Ramon, Project Manager III - Water Resources & Planning

This memorandum summarizes rainfall, surface water conditions, and the Authority’s current water storage and supply conditions for the month of October, and the preceding 13-month period.

Rainfall Conditions & Projections

Table 1 summarizes rainfall conditions for the 13-month period from October 1, 2023, through October 31, 2024. Rainfall in the Peace River Basin for the past 12-months totaled 40.5 inches, which is 11.8 inches below the long-term historical average of 52.30 inches. Rainfall for the month of October 2024 totaled 6.21 inches, a value 3.11 inches above the historical monthly average of 3.10 inches for October.

Table 1 (Peace River Basin Rainfall - Inches)

Month	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	12 Mo Total
Historical Avg Rainfall ¹	3.10	1.70	1.90	2.20	2.50	2.90	2.50	4.00	8.40	8.10	7.70	7.30	3.10	52.30
Actual Rainfall ²	1.62	1.53	2.08	3.47	1.86	1.64	0.72	0.39	6.12	3.52	6.49	11.06	6.21	40.5
Diff. Historical vs Actual	-1.48	-0.17	0.18	1.27	-0.64	-1.26	-1.78	-3.61	-2.28	-4.58	-1.21	3.76	3.11	-11.8

¹ Historical rainfall data are the long-term average of the Winter Haven, Bowling Green, and Joshua at Nocatee Rainfall Stations.

² Actual rainfall data are average values for the Winter Haven, Bowling Green, and Joshua at Nocatee Rainfall Stations.

Figure 1 provides region-wide rainfall conditions as reported by SWFWMD for the 12-month period ending October 2024. Data shown for the Authority’s 4-county service area indicates normal to very wet conditions for most of Sarasota, Charlotte, DeSoto and Manatee Counties. The overall inland Peace River Basin indicates very dry to very wet conditions from Polk to DeSoto Counties over the last 12 months.

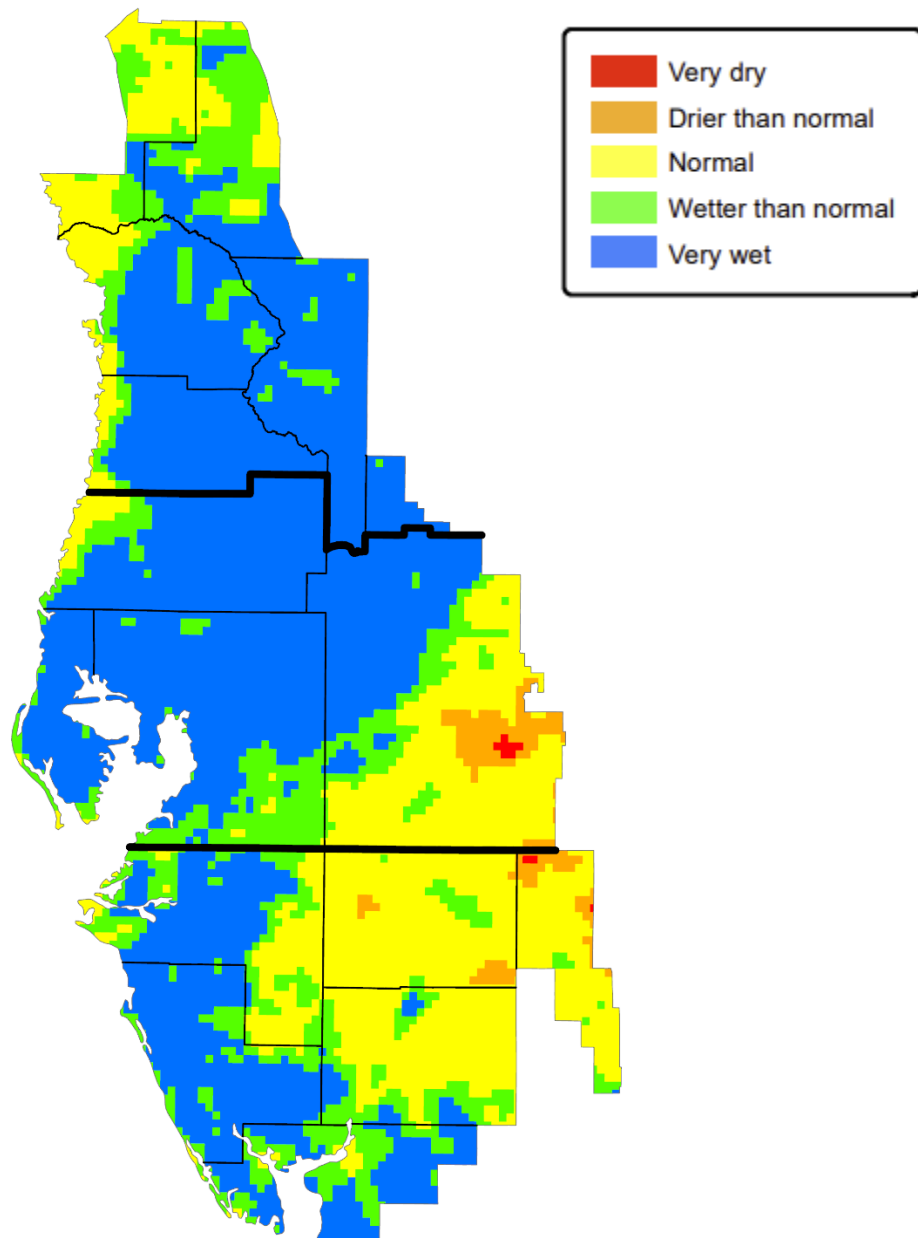
NOAA projections for the next three months (November 2024 – January 2025) are leaning toward above normal temperatures and leaning toward below normal chances of rainfall for Southwest

Florida. The NOAA/ENSO (El Nino/ La Nina) extended forecast indicates La Nina is most likely to emerge in October – December 2024 (57% chance) and to persist through January - March 2025.

Figure 1 (SWFWMD Rainfall Conditions Map)

Rainfall Distribution

November 2023 through October 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 decreased below the historical average in early September 2024. Mid-September, the combined flow increased above the historical average, then dropped below again before increasing above and remaining above the historical average through the end of October 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 ★)

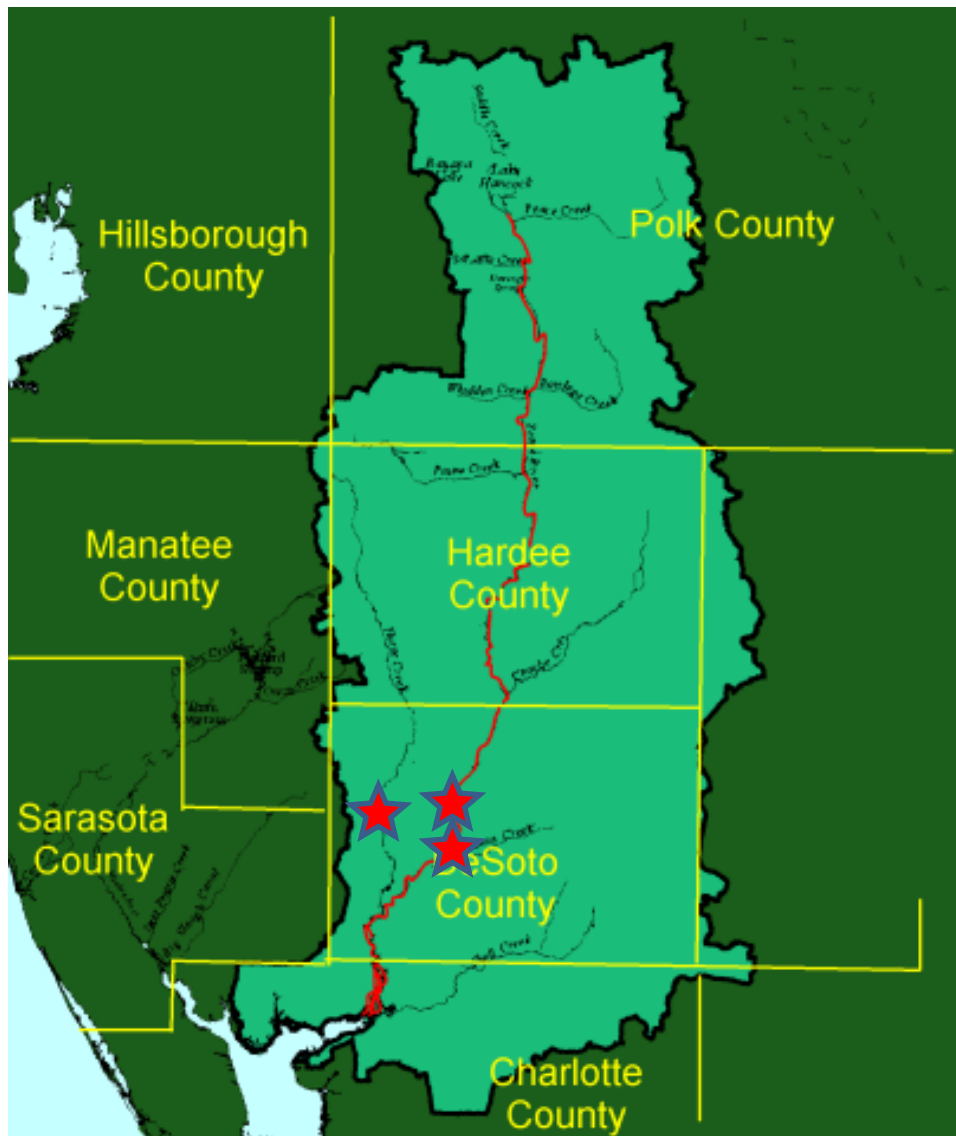
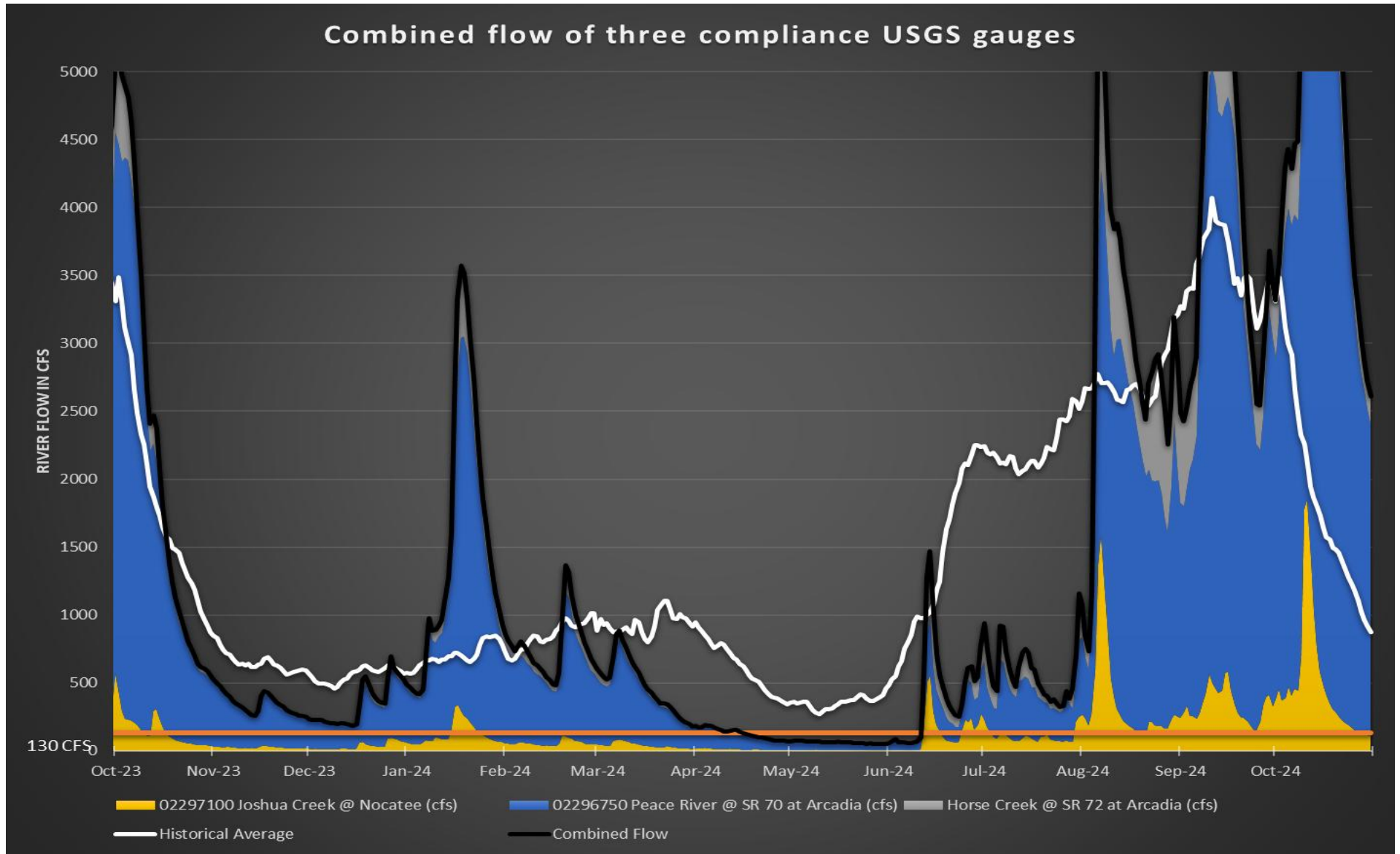


Figure 3 – HYDROGRAPH OF COMBINED FLOWS OF THREE STATIONS



River Withdrawals, Finished Water Production, & Demand (October 2023 – October 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 October 2024 (32.6 MGD) were 5.0 MGD lower than those that occurred in October 2023 (37.6 MGD).

Figure 4

Monthly Avg PRF Withdrawals from the Peace River (MGD)

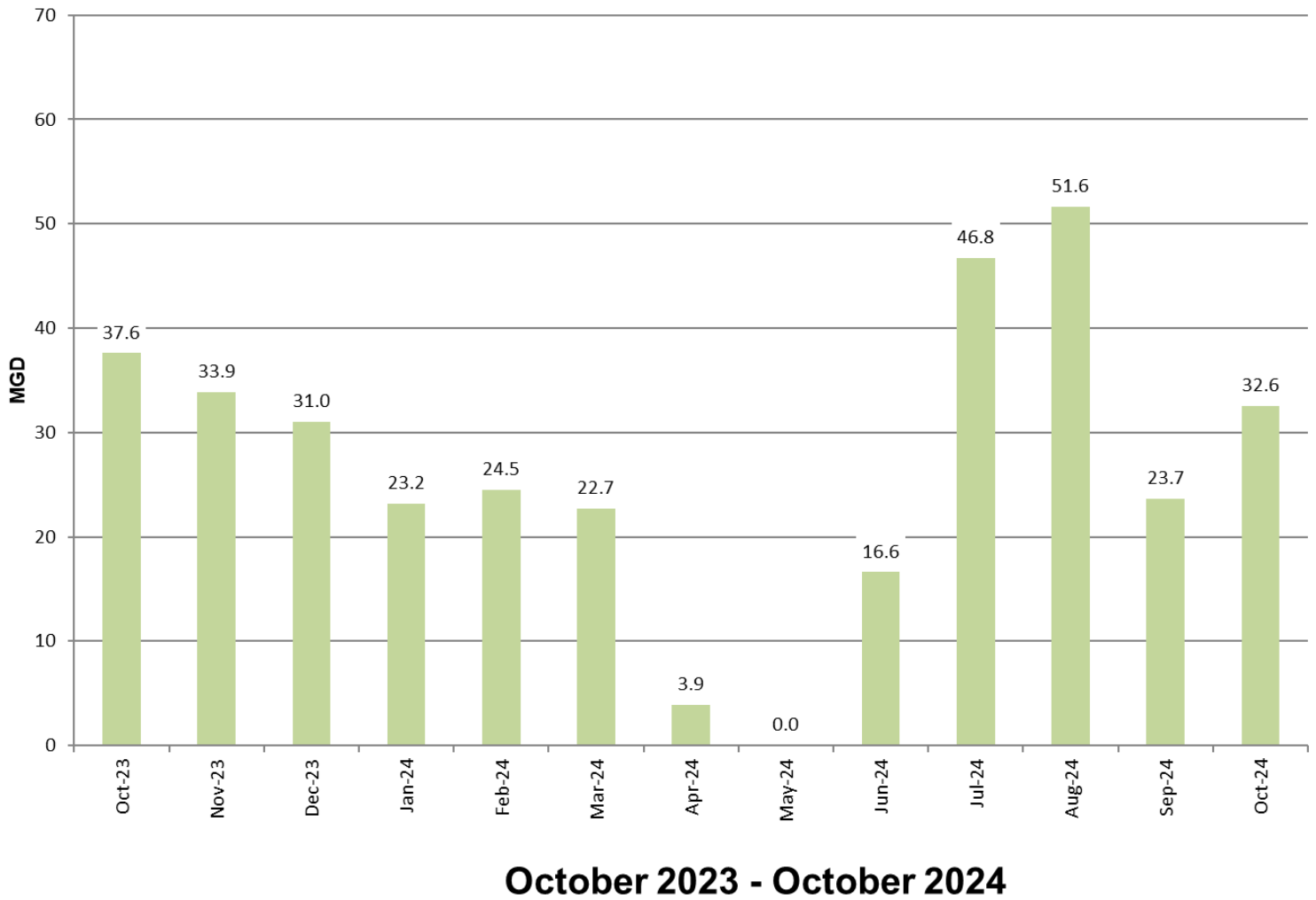
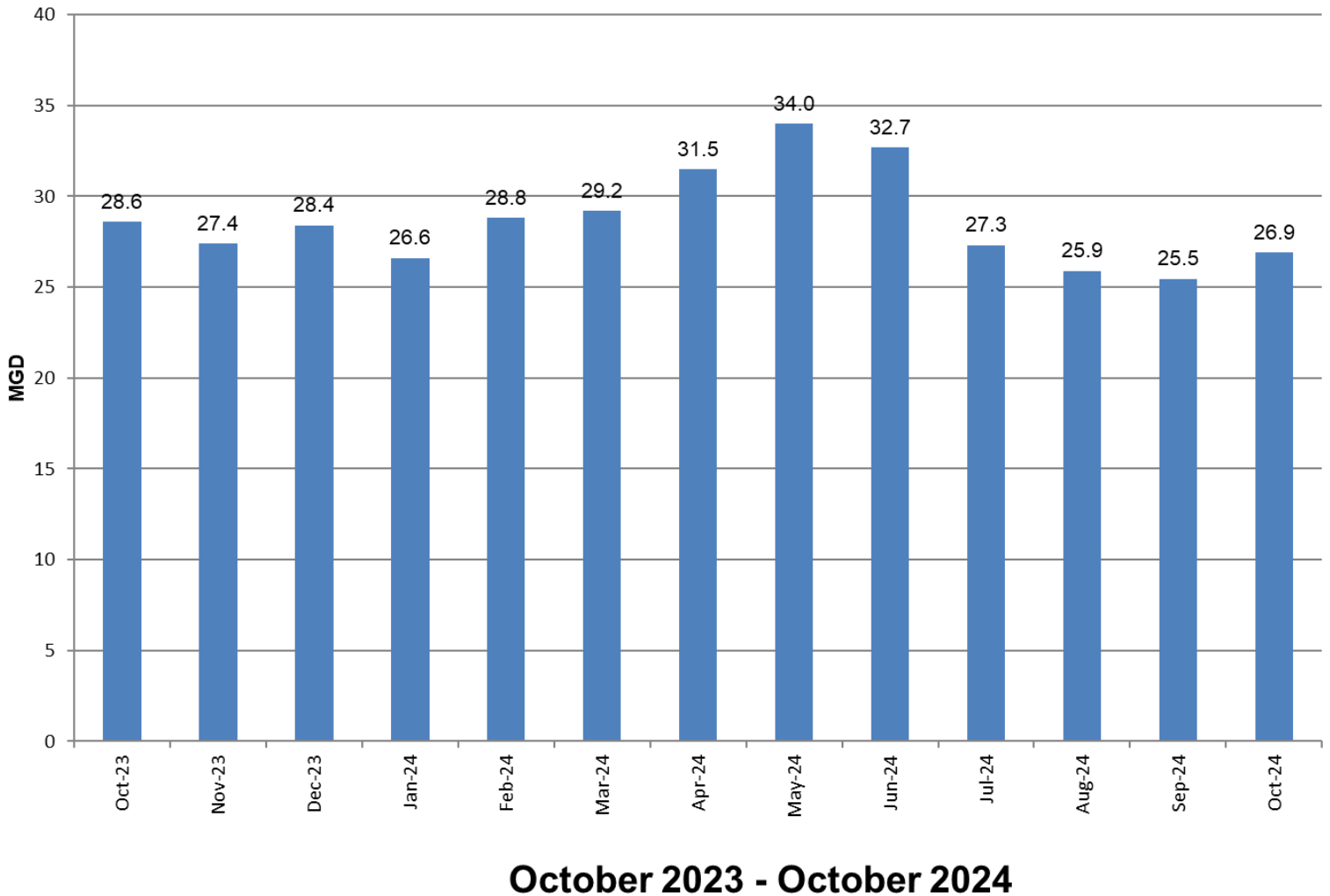


Figure 5 shows average daily finished water distributed to the regional network for each of the last 13-months in MGD. Finished water distribution averaged 26.9 MGD in October 2024, approximately 1.7 MGD less than in October 2023.

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 October 31, 2024, was 6.428 BG, which was 0.078 BG less than October 2023 (6.506 BG).**

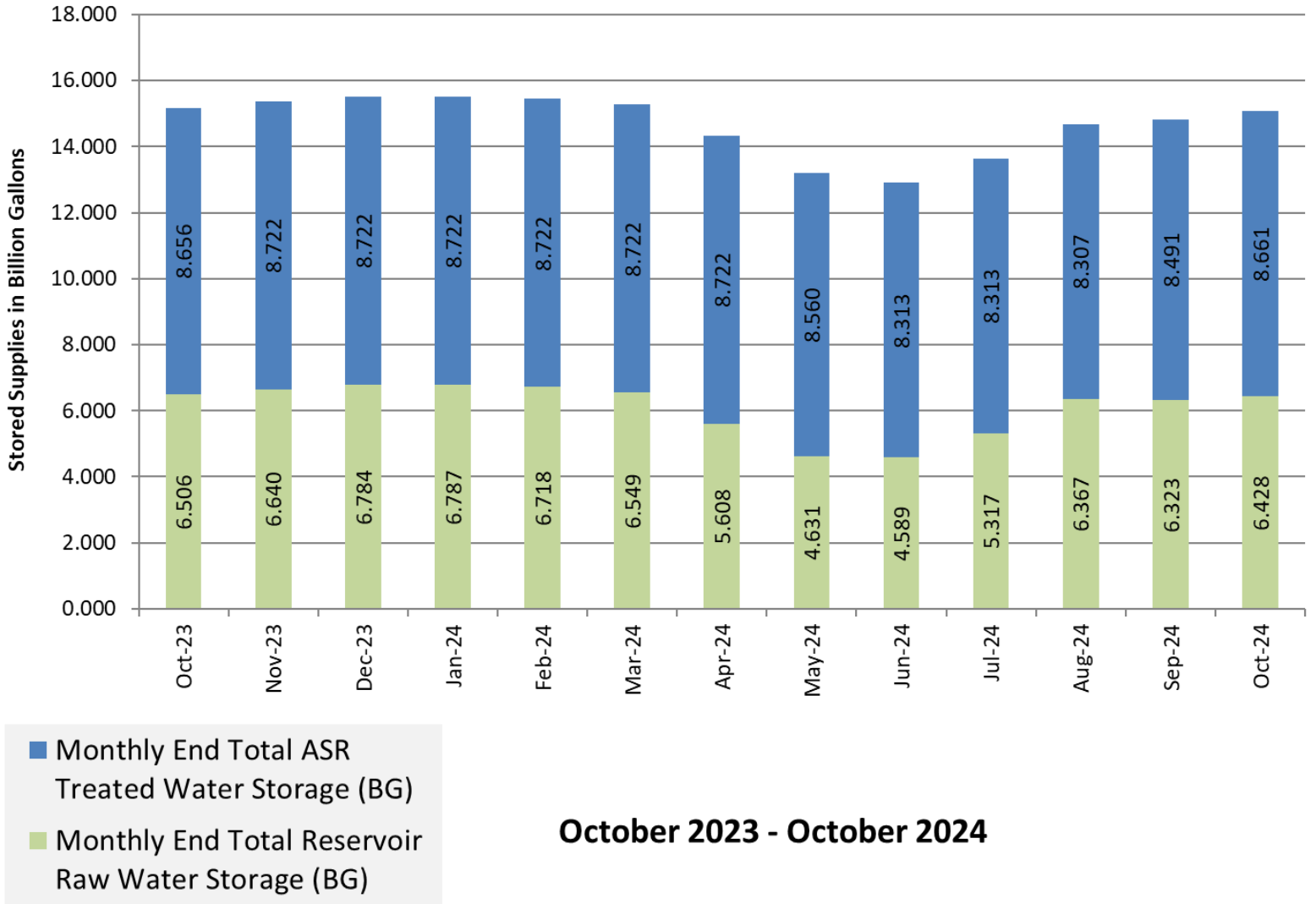
The secondary storage option at the PRF is treated water stored in the Aquifer Storage and Recovery (ASR) system. The ASR system has a design storage capacity of 6.3 BG. However, practical storage capacity is substantially higher as evidenced by the 8.661 BG stored in the ASR system as of October 31, 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 2024, recovery from the ASR system began May 13 and ended June 26, then resumed on August 27 for a total of 414 MG. In 2024, recharge to the ASR system began September 4 and ended September 26, then resumed October 1-9, and again resumed October 16-31 for a total of 354 MG. **Total ASR system storage as of October 31, 2024, was 8.661 BG (2.361 BG greater than design storage capacity), and 0.005 BG more than October 2023 (8.656 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 October 31, 2024, was approximately 15.089 BG, approximately 0.073 BG less than total storage in October 2023 (15.162 BG).**

Figure 6

Stored Water Supplies



***PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
December 4, 2024***

**ROUTINE STATUS REPORTS
ITEM 2**

Check Registers for September and October 2024

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

CHECK REGISTER: SEPTEMBER & OCTOBER 2024

PUBLIC FUNDS INTEREST CHECKING (PNC)

Date	Document Number	Payee Name / Description	Amount
09/03/2024	EFT090624VC	Valic/Corebridge Financial	\$ 15,421.42
09/06/2024	40184	FLORIDA POWER & LIGHT COMPANY	\$ 167,105.02
09/06/2024	40185	Manatee County Utilities Department	\$ 332.91
09/06/2024	40186	THE SUN	\$ 153.01
09/06/2024	40187	TIRE KINGDOM-Mavis Discount Tire	\$ 212.98
09/06/2024	40188	Waste Pro Bradenton/Sarasota	\$ 190.00
09/06/2024	40189	WINDEMULLER TECHNICAL SERVICES	\$ 3,600.00
09/06/2024	ACH7657	Abacus Web Services	\$ 119.00
09/06/2024	ACH7658	ADVANTAGE CARE INC.	\$ 80.00
09/06/2024	ACH7659	Agilent Technologies Inc	\$ 1,164.00
09/06/2024	ACH7660	Air Mechanical & Service Corp	\$ 4,654.00
09/06/2024	ACH7661	ALLIED UNIVERSAL CORP	\$ 71,366.88
09/06/2024	ACH7662	AMAZON Business	\$ 2,352.00
09/06/2024	ACH7663	Apex	\$ 638.27
09/06/2024	ACH7664	BENCHMARK ENVIROANALYTICAL INC	\$ 5,034.50
09/06/2024	ACH7665	C & S CHEMICALS INC	\$ 77,650.30
09/06/2024	ACH7666	CAROLLO ENGINEERS INC	\$ 40,142.54
09/06/2024	ACH7667	CED - Port Charlotte	\$ 60.84
09/06/2024	ACH7668	CENTURYLINK	\$ 426.90
09/06/2024	ACH7669	CHARLOTTE COUNTY BD OF COMMISSIONER	\$ 109,626.99
09/06/2024	ACH7670	DELL MARKETING LP	\$ 5,570.00
09/06/2024	ACH7671	DESOTO COUNTY (V)	\$ 66,333.33
09/06/2024	ACH7672	DMS-FINANCIAL MGMT SERVICES	\$ 453.58
09/06/2024	ACH7673	Entech Computer Services LLC	\$ 6,405.00
09/06/2024	ACH7674	Fisher Scientific	\$ 738.94
09/06/2024	ACH7675	FRONTIER-941	\$ 252.04
09/06/2024	ACH7676	GARNEY CONSTRUCTION	\$ 807,522.12
09/06/2024	ACH7677	GRAINGER	\$ 3,516.55
09/06/2024	ACH7678	Hach Company	\$ 36,189.49
09/06/2024	ACH7679	HAZEN AND SAWYER	\$ 6,658.00
09/06/2024	ACH7680	HVMI LLC	\$ 54,065.70
09/06/2024	ACH7681	IDEXX DISTRIBUTION INC	\$ 353.41
09/06/2024	ACH7682	Jacobi Carbons Inc	\$ 141,937.60
09/06/2024	ACH7683	Johnson Controls Security Solutions LLC	\$ 477.25
09/06/2024	ACH7684	Jonathan Canfield (v)	\$ -
09/06/2024	ACH7685	Kiewit Water Facilities Florida Co	\$ 154,644.20
09/06/2024	ACH7686	KIMLEY-HORN AND ASSOCIATES INC	\$ 3,646.20
09/06/2024	ACH7687	Locher Environmental LLC	\$ 938.96
09/06/2024	ACH7688	PURVIS GRAY & COMPANY	\$ 8,000.00
09/06/2024	ACH7689	RESPEC Company LLC	\$ 615.00
09/06/2024	ACH7690	RING POWER CORPORATION	\$ 10,748.77
09/06/2024	ACH7691	Rite Technology	\$ 1,958.87
09/06/2024	ACH7692	ROGERS PETROLEUM INC	\$ 1,866.47
09/06/2024	ACH7693	RS Americas	\$ 522.97
09/06/2024	ACH7694	SD Myers LLC	\$ 3,594.00
09/06/2024	ACH7695	STANTEC CONSULTING SERVICES	\$ 3,295.47
09/06/2024	ACH7696	SUNCOAST SAFE & LOCK	\$ 2,755.70
09/06/2024	ACH7697	SYLOGISTMISSION, INC.	\$ 2,200.11
09/06/2024	ACH7698	Tanner Industries, Inc	\$ 6,363.61

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

CHECK REGISTER: SEPTEMBER & OCTOBER 2024

PUBLIC FUNDS INTEREST CHECKING (PNC)

Date	Document Number	Payee Name / Description	Amount
09/06/2024	ACH7699	UNIVAR SOLUTIONS USA INC	\$ 96,123.41
09/06/2024	ACH7700	USA Bluebook	\$ 303.00
09/06/2024	ACH7701	Vanguard Cleaning Systems of SW Florida	\$ 2,400.00
09/06/2024	ACH7702	VOYAGER FLEET SYSTEMS INC	\$ 5,681.49
09/06/2024	EFT090624P	iSolved	\$ 164,598.94
09/06/2024	EFT090624C	FL SDU	\$ 178.39
09/18/2024	EFT091824VC	Valic/Corebridge Financial	\$ 15,472.92
09/20/2024	40190	AWWA	\$ 550.00
09/20/2024	40191	Braden River Utilities LLC	\$ 136.05
09/20/2024	40192	D M CONSTRUCTION CORP	\$ 21,662.98
09/20/2024	40193	EUROFINS EATON ANALYTICAL, LLC	\$ 473.00
09/20/2024	40194	NaturZone Pest Control	\$ 87.79
09/20/2024	40195	QUALITY STARTER & ALT SER INC	\$ 131.45
09/20/2024	40196	SAM'S CLUB	\$ 337.61
09/20/2024	40197	SMITH RANCH & GARDEN INC	\$ 985.02
09/20/2024	40198	THE SUN	\$ 153.01
09/20/2024	40199	VERIZON WIRELESS	\$ 213.06
09/20/2024	40200	WATER BOY	\$ 16.50
09/20/2024	ACH7703	AECOM TECHNICAL SERVICES INC	\$ 4,346.90
09/20/2024	ACH7704	Air Mechanical & Service Corp	\$ 7,610.00
09/20/2024	ACH7705	AIRGAS USA LLC	\$ 290.79
09/20/2024	ACH7706	ALLIED UNIVERSAL CORP	\$ 15,701.40
09/20/2024	ACH7707	AMAZON Business	\$ 1,581.43
09/20/2024	ACH7708	Apex	\$ 758.22
09/20/2024	ACH7709	ASRUS LLC	\$ 4,750.00
09/20/2024	ACH7710	ATIS Elevator Inspections, LLC	\$ 245.00
09/20/2024	ACH7711	BATTERIES PLUS BULBS #451	\$ 177.85
09/20/2024	ACH7712	BENCHMARK ENVIROANALYTICAL INC	\$ 2,794.50
09/20/2024	ACH7713	Brenntag Mid-South Inc	\$ 2,312.40
09/20/2024	ACH7714	Brown and Caldwell	\$ 9,407.50
09/20/2024	ACH7715	C & S CHEMICALS INC	\$ 70,353.78
09/20/2024	ACH7716	CAROLLO ENGINEERS INC	\$ 37,559.40
09/20/2024	ACH7717	CED - Port Charlotte	\$ 2,866.00
09/20/2024	ACH7718	CHARLOTTE COUNTY BCC - LANDFILL	\$ 5,644.54
09/20/2024	ACH7719	Cimtec Automation, LLC	\$ 1,742.25
09/20/2024	ACH7720	CINTAS	\$ 875.33
09/20/2024	ACH7721	CINTAS FIRE 636525	\$ 946.05
09/20/2024	ACH7722	Core & Main LP	\$ 1,878.76
09/20/2024	ACH7723	CORONADO LAWN SERVICE OF FL	\$ 10,534.00
09/20/2024	ACH7724	DESOTO COUNTY BOCC	\$ 4,363.61
09/20/2024	ACH7725	EARTH BALANCE	\$ 46,632.95
09/20/2024	ACH7726	Environmental Science Associates	\$ 25,009.00
09/20/2024	ACH7727	Fisher Scientific	\$ 3,168.94
09/20/2024	ACH7728	FLUID CONTROL SPECIALTIES INC	\$ 2,672.00
09/20/2024	ACH7729	FORTILINE INC.	\$ 4,661.06
09/20/2024	ACH7730	FRONTIER COMMUNICATIONS-305	\$ 245.98
09/20/2024	ACH7731	GRAINGER	\$ 4,801.91
09/20/2024	ACH7732	Hach Company	\$ 1,365.50
09/20/2024	ACH7733	HDR ENGINEERING INC	\$ 3,280.00

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Date	Document Number	Payee Name / Description	Amount
09/20/2024	ACH7734	HVMI LLC	\$ 21,090.11
09/20/2024	ACH7735	Jimmy Dixon	\$ 120.00
09/20/2024	ACH7736	JOHNSON ENGINEERING INC	\$ 46,489.50
09/20/2024	ACH7737	Jonathan Canfield (v)	\$ 460.58
09/20/2024	ACH7738	Klir, Inc	\$ 50,000.00
09/20/2024	ACH7739	KONE Inc	\$ 1,841.64
09/20/2024	ACH7740	Lumen-CenturyLink-6358	\$ 1,648.71
09/20/2024	ACH7741	Lumen - Centurylink 3363	\$ 180.56
09/20/2024	ACH7742	Markay Consulting Group LLC	\$ 1,800.00
09/20/2024	ACH7743	McKim and Creed INC	\$ 16,360.83
09/20/2024	ACH7744	MCMASTER-CARR SUPPLY CO	\$ 1,729.69
09/20/2024	ACH7745	Natural Resources LLC	\$ 3,587.92
09/20/2024	ACH7746	NAVITAS CREDIT CORP	\$ 211.58
09/20/2024	ACH7747	OFF DUTY MANAGEMENT INC	\$ 537.60
09/20/2024	ACH7748	Pitney Bowes- Lease	\$ 209.85
09/20/2024	ACH7749	PRO-CHEM INC	\$ 714.79
09/20/2024	ACH7750	RS Americas	\$ 6,238.77
09/20/2024	ACH7751	SOUTHERN TANK AND PUMP	\$ 1,577.15
09/20/2024	ACH7752	STANTEC CONSULTING SERVICES	\$ 3,295.47
09/20/2024	ACH7753	SUNCOAST SAFE & LOCK	\$ 1,358.48
09/20/2024	ACH7754	SUNSHINE ACE HARDWARE	\$ 245.63
09/20/2024	ACH7755	TOI TOI USA	\$ 433.48
09/20/2024	ACH7756	TRINOVA INC.	\$ 4,791.90
09/20/2024	ACH7757	TRULY NOLEN BRANCH 079	\$ 250.00
09/20/2024	ACH7758	U.S. TENT RENTAL INC	\$ 8,843.48
09/20/2024	ACH7759	UNIVAR SOLUTIONS USA INC	\$ 30,222.76
09/20/2024	ACH7760	Vanguard Cleaning Systems of SW Florida	\$ 300.00
09/20/2024	ACH7761	WOMACK SANITATION INC	\$ 900.00
09/20/2024	EFT092024P	iSolved	\$ 175,928.80
09/20/2024	EFT092024C	FL SDU	\$ 178.39
09/24/2024	EFT092424	PNC Bank (Credit Card)	\$ 4,791.97
09/27/2024	DBT093024F	FLORIDA DIVISION OF RETIREMENT	\$ 72,242.63
10/04/2024	40201	AWWA	\$ 85.00
10/04/2024	40202	CURRENT TECHNOLOGIES	\$ 3,185.00
10/04/2024	40203	FLORIDA POWER & LIGHT COMPANY	\$ 163,956.97
10/04/2024	40204	Gannett Holdings-Florida	\$ 345.87
10/04/2024	40205	INTEGRITY PUBLIC FINANCE	\$ 2,000.00
10/04/2024	40206	KED GROUP INC	\$ 11,661.00
10/04/2024	40207	Manatee County Utilities Department	\$ 335.64
10/04/2024	40208	THE SUN	\$ 82.94
10/04/2024	40209	TRACTOR SUPPLY COMPANY CREDIT PLAN	\$ 153.88
10/04/2024	40210	Waste Pro Bradenton/Sarasota	\$ 190.00
10/04/2024	ACH7762	AA ELECTRIC SE INC	\$ 2,776.71
10/04/2024	ACH7763	AAA Cooper Transportation	\$ 186.34
10/04/2024	ACH7764	Air Mechanical & Service Corp	\$ 679.63
10/04/2024	ACH7765	AIRGAS USA LLC	\$ 860.32
10/04/2024	ACH7766	ALLIED UNIVERSAL CORP	\$ 79,093.56
10/04/2024	ACH7767	AMAZON Business	\$ 657.48
10/04/2024	ACH7768	ANIXTER INC.	\$ 1,671.62

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Date	Document Number	Payee Name / Description	Amount
10/04/2024	ACH7769	Apex	\$ 987.96
10/04/2024	ACH7770	AWC INC	\$ 2,101.00
10/04/2024	ACH7771	BENCHMARK ENVIROANALYTICAL INC	\$ 3,458.50
10/04/2024	ACH7772	BLACK & VEATCH	\$ 11,999.00
10/04/2024	ACH7773	Brown and Caldwell	\$ 4,250.00
10/04/2024	ACH7774	C & S CHEMICALS INC	\$ 137,088.28
10/04/2024	ACH7775	CAROLLO ENGINEERS INC	\$ 11,250.38
10/04/2024	ACH7776	CEC Controls Company Inc.	\$ 5,000.00
10/04/2024	ACH7777	CENTURYLINK	\$ 451.90
10/04/2024	ACH7778	CINTAS	\$ 431.04
10/04/2024	ACH7779	CLEARSITE INDUSTRIAL	\$ 2,499.60
10/04/2024	ACH7780	DELL MARKETING LP	\$ 3,412.00
10/04/2024	ACH7781	DESOTO COUNTY (V)	\$ 66,333.37
10/04/2024	ACH7782	DMS-FINANCIAL MGMT SERVICES	\$ 453.92
10/04/2024	ACH7783	ENVIRONMENTAL EXPRESS INC.	\$ 181.60
10/04/2024	ACH7784	FEDERAL EXPRESS	\$ 8.52
10/04/2024	ACH7785	Fisher Scientific	\$ 231.50
10/04/2024	ACH7786	Flotech INC	\$ 8,787.00
10/04/2024	ACH7787	FORD RITZ (V)	\$ 104.00
10/04/2024	ACH7788	HDR ENGINEERING INC	\$ 5,686.00
10/04/2024	ACH7789	Hostetler Irrigation Inc	\$ 267.08
10/04/2024	ACH7790	HVMI LLC	\$ 22,769.01
10/04/2024	ACH7791	ImageMaster	\$ 3,383.95
10/04/2024	ACH7792	Jacobi Carbons Inc	\$ 69,184.00
10/04/2024	ACH7793	MANSON BOLVES DONALDSON TANNER	\$ 10,095.00
10/04/2024	ACH7794	McKim and Creed INC	\$ 15,908.29
10/04/2024	ACH7795	MCMASTER-CARR SUPPLY CO	\$ 1,307.70
10/04/2024	ACH7796	NATIONAL BUSINESS FURNITURE, LLC	\$ 710.20
10/04/2024	ACH7797	PORT CHARLOTTE LOCK AND KEY	\$ 135.00
10/04/2024	ACH7798	RESPEC Company LLC	\$ 5,507.10
10/04/2024	ACH7799	Rite Technology	\$ 1,958.87
10/04/2024	ACH7800	RS Americas	\$ 6,188.41
10/04/2024	ACH7801	Ryan Herco Flow Solutions	\$ 411.18
10/04/2024	ACH7802	SANDERS LABORATORIES	\$ 1,595.00
10/04/2024	ACH7803	SOUTHERN TANK AND PUMP	\$ 1,041.80
10/04/2024	ACH7804	SOUTHWEST MOBILE MECHANIC	\$ 1,132.64
10/04/2024	ACH7805	SUNSHINE ACE HARDWARE	\$ 96.96
10/04/2024	ACH7806	SYLOGISTMISSION, INC.	\$ 1,645.90
10/04/2024	ACH7807	Tanner Industries, Inc	\$ 6,363.61
10/04/2024	ACH7808	THE BANK OF NEW YORK MELLON	\$ 750.00
10/04/2024	ACH7809	UNIVAR SOLUTIONS USA INC	\$ 81,898.80
10/04/2024	ACH7810	Vanguard Cleaning Systems of SW Florida	\$ 2,400.00
10/04/2024	ACH7811	VOYAGER FLEET SYSTEMS INC	\$ 5,073.15
10/04/2024	EFT100424C	FL SDU	\$ 178.39
10/04/2024	EFT100424P	iSolved	\$ 181,033.11
10/04/2024	EFT100424VC	Valic/Corebridge Financial	\$ 16,570.90
10/16/2024	101824P	iSolved	\$ 297,395.28
10/16/2024	EFT101824VC	Valic/Corebridge Financial	\$ 15,869.46
10/18/2024	40211	CURRENT TECHNOLOGIES	\$ 290.00

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Date	Document Number	Payee Name / Description	Amount
10/18/2024	40212	D M CONSTRUCTION CORP	\$ 18,576.00
10/18/2024	40213	Desoto Agriculture & Automotive Supply	\$ 133.09
10/18/2024	40214	DESOTO COUNTY FIRE RESCUE	\$ 150.00
10/18/2024	40215	EUROFINS EATON ANALYTICAL, LLC	\$ 289.00
10/18/2024	40216	FLORIDA DEPARTMENT OF STATE	\$ 8.40
10/18/2024	40217	FLORIDA DEPT OF ECONOMIC OPPORTUNIT	\$ 175.00
10/18/2024	40218	Gannett Holdings-Florida	\$ 391.75
10/18/2024	40219	JET AUTO SERVICE	\$ 1,342.86
10/18/2024	40220	MKI Services, Inc.	\$ 1,100.24
10/18/2024	40221	NaturZone Pest Control	\$ 87.79
10/18/2024	40222	PNC Bank N A	\$ 167.67
10/18/2024	40223	SOUTHWEST FLA WATER MGMT DIST	\$ 1,911.00
10/18/2024	40224	WATER BOY	\$ 16.50
10/18/2024	ACH7812	Air Mechanical & Service Corp	\$ 245.85
10/18/2024	ACH7813	ALFA LAVAL INC	\$ 497.96
10/18/2024	ACH7814	ALLIED UNIVERSAL CORP	\$ 47,397.48
10/18/2024	ACH7815	AMAZON Business	\$ 704.14
10/18/2024	ACH7816	Apex	\$ 150.57
10/18/2024	ACH7817	APEX PRODUCT SOLUTIONS LLC	\$ 1,300.00
10/18/2024	ACH7818	BATTERIES PLUS BULBS #451	\$ 322.85
10/18/2024	ACH7819	BENCHMARK ENVIROANALYTICAL INC	\$ 2,128.00
10/18/2024	ACH7820	Bryant Miller Olive	\$ 19,000.00
10/18/2024	ACH7821	C & S CHEMICALS INC	\$ 66,100.16
10/18/2024	ACH7822	CEC Controls Company Inc.	\$ 11,000.00
10/18/2024	ACH7823	CED - Port Charlotte	\$ 755.86
10/18/2024	ACH7824	CHARLOTTE COUNTY BCC - LANDFILL	\$ 10,311.22
10/18/2024	ACH7825	CINTAS	\$ 321.00
10/18/2024	ACH7826	CINTAS FIRE 636525	\$ 735.12
10/18/2024	ACH7827	CLEARSITE INDUSTRIAL	\$ 3,070.41
10/18/2024	ACH7828	COLE-PARMER INSTRUMENT CO	\$ 58.46
10/18/2024	ACH7829	CORONADO LAWN SERVICE OF FL	\$ 8,184.00
10/18/2024	ACH7830	DELL MARKETING LP	\$ 13,233.12
10/18/2024	ACH7831	EARTH BALANCE	\$ 8,197.02
10/18/2024	ACH7832	ENGINEERING PERFORMANCE SOLUTIONS	\$ 800.00
10/18/2024	ACH7833	Entech Computer Services LLC	\$ 6,405.00
10/18/2024	ACH7834	Environmental Science Associates	\$ 25,009.00
10/18/2024	ACH7835	FEDERAL EXPRESS	\$ 45.60
10/18/2024	ACH7836	FEL-FT MYERS WATERWORKS	\$ 1,552.56
10/18/2024	ACH7837	Fisher Scientific	\$ 4,371.47
10/18/2024	ACH7838	FitchRatings Inc	\$ 50,000.00
10/18/2024	ACH7839	FORTILINE INC.	\$ 19,095.00
10/18/2024	ACH7840	FRONTIER-941	\$ 251.96
10/18/2024	ACH7841	FRONTIER COMMUNICATIONS-305	\$ 245.98
10/18/2024	ACH7842	GARNEY CONSTRUCTION	\$ 302,236.33
10/18/2024	ACH7843	GRAINGER	\$ 980.83
10/18/2024	ACH7844	HAZEN AND SAWYER	\$ 886.00
10/18/2024	ACH7845	HVMI LLC	\$ 43,337.20
10/18/2024	ACH7846	Jacobi Carbons Inc	\$ 70,766.40
10/18/2024	ACH7847	Jimmy Dixon	\$ 63.57

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Date	Document Number	Payee Name / Description	Amount
10/18/2024	ACH7848	JOHNSON ENGINEERING INC	\$ 40,003.75
10/18/2024	ACH7849	KIMLEY-HORN AND ASSOCIATES INC	\$ 3,646.20
10/18/2024	ACH7850	Locher Environmental LLC	\$ 39,868.00
10/18/2024	ACH7851	Lumen-CenturyLink-6358	\$ 1,651.19
10/18/2024	ACH7852	Lumen - Centurylink 3363	\$ 183.47
10/18/2024	ACH7853	NABORS GIBLIN & NICKERSON PA	\$ 99,235.00
10/18/2024	ACH7854	Natural Resources LLC	\$ 14,550.12
10/18/2024	ACH7855	NAVITAS CREDIT CORP	\$ 211.58
10/18/2024	ACH7856	PALM PRINTING	\$ 242.15
10/18/2024	ACH7857	PREFERRED GOVERNMENT INSURANCE TRUS	\$ 22,561.75
10/18/2024	ACH7858	PRO-CHEM INC	\$ 537.41
10/18/2024	ACH7859	Public Resources Advisory Group Inc	\$ 67,146.14
10/18/2024	ACH7860	RESPEC Company LLC	\$ 2,175.00
10/18/2024	ACH7861	Risk Management Associates Inc	\$ 170,118.27
10/18/2024	ACH7862	ROGERS PETROLEUM INC	\$ 6,506.14
10/18/2024	ACH7863	RS Americas	\$ 501.55
10/18/2024	ACH7864	RTS TRANSFORMERS, INC.	\$ 4,700.00
10/18/2024	ACH7865	SANDERS LABORATORIES	\$ 1,745.00
10/18/2024	ACH7866	Shimadzu Scientific Instruments	\$ 6,446.00
10/18/2024	ACH7867	STANTEC CONSULTING SERVICES	\$ 54,281.47
10/18/2024	ACH7868	SUNSHINE ACE HARDWARE	\$ 293.04
10/18/2024	ACH7869	SUTTER ROOFING COMPANY OF FLORIDA	\$ 7,500.00
10/18/2024	ACH7870	SYLOGISTMISSION, INC.	\$ 11,080.55
10/18/2024	ACH7871	Tanner Industries, Inc	\$ 6,377.89
10/18/2024	ACH7872	TOI TOI USA	\$ 433.48
10/18/2024	ACH7873	UNITED STATES GEOLOGICAL SURVEY	\$ 9,390.00
10/18/2024	ACH7874	UNIVAR SOLUTIONS USA INC	\$ 53,793.85
10/18/2024	ACH7875	West Awards LLC	\$ 57.00
10/18/2024	ACH7876	WOMACK SANITATION INC	\$ 1,322.00
10/18/2024	EFT101824C	FL SDU	\$ 178.39
10/25/2024	EFT102524	PNC Bank (Credit Card)	\$ 7,313.19
10/31/2024	DBT103124F	FLORIDA DIVISION OF RETIREMENT	\$ 81,459.05
Total			\$ 5,622,035.21

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Date	Document Number	Payee Name / Description	Amount
10/04/2024	ACH7762	AA ELECTRIC SE INC	\$ 2,776.71
10/04/2024	ACH7763	AAA Cooper Transportation	\$ 186.34
09/06/2024	ACH7657	Abacus Web Services	\$ 119.00
09/06/2024	ACH7658	ADVANTAGE CARE INC.	\$ 80.00
09/20/2024	ACH7703	AECOM TECHNICAL SERVICES INC	\$ 4,346.90
09/06/2024	ACH7659	Agilent Technologies Inc	\$ 1,164.00
09/06/2024	ACH7660	Air Mechanical & Service Corp	\$ 4,654.00
09/20/2024	ACH7704	Air Mechanical & Service Corp	\$ 7,610.00
10/04/2024	ACH7764	Air Mechanical & Service Corp	\$ 679.63
10/18/2024	ACH7812	Air Mechanical & Service Corp	\$ 245.85
09/20/2024	ACH7705	AIRGAS USA LLC	\$ 290.79
10/04/2024	ACH7765	AIRGAS USA LLC	\$ 860.32
10/18/2024	ACH7813	ALFA LAVAL INC	\$ 497.96
09/06/2024	ACH7661	ALLIED UNIVERSAL CORP	\$ 71,366.88
09/20/2024	ACH7706	ALLIED UNIVERSAL CORP	\$ 15,701.40
10/04/2024	ACH7766	ALLIED UNIVERSAL CORP	\$ 79,093.56
10/18/2024	ACH7814	ALLIED UNIVERSAL CORP	\$ 47,397.48
09/06/2024	ACH7662	AMAZON Business	\$ 2,352.00
09/20/2024	ACH7707	AMAZON Business	\$ 1,581.43
10/04/2024	ACH7767	AMAZON Business	\$ 657.48
10/18/2024	ACH7815	AMAZON Business	\$ 704.14
10/04/2024	ACH7768	ANIXTER INC.	\$ 1,671.62
09/06/2024	ACH7663	Apex	\$ 638.27
09/20/2024	ACH7708	Apex	\$ 758.22
10/04/2024	ACH7769	Apex	\$ 987.96
10/18/2024	ACH7816	Apex	\$ 150.57
10/18/2024	ACH7817	APEX PRODUCT SOLUTIONS LLC	\$ 1,300.00
09/20/2024	ACH7709	ASRUS LLC	\$ 4,750.00
09/20/2024	ACH7710	ATIS Elevator Inspections, LLC	\$ 245.00
10/04/2024	ACH7770	AWC INC	\$ 2,101.00
09/20/2024	40190	AWWA	\$ 550.00
10/04/2024	40201	AWWA	\$ 85.00
09/20/2024	ACH7711	BATTERIES PLUS BULBS #451	\$ 177.85
10/18/2024	ACH7818	BATTERIES PLUS BULBS #451	\$ 322.85
09/06/2024	ACH7664	BENCHMARK ENVIROANALYTICAL INC	\$ 5,034.50
09/20/2024	ACH7712	BENCHMARK ENVIROANALYTICAL INC	\$ 2,794.50
10/04/2024	ACH7771	BENCHMARK ENVIROANALYTICAL INC	\$ 3,458.50
10/18/2024	ACH7819	BENCHMARK ENVIROANALYTICAL INC	\$ 2,128.00
10/04/2024	ACH7772	BLACK & VEATCH	\$ 11,999.00
09/20/2024	40191	Braden River Utilities LLC	\$ 136.05
09/20/2024	ACH7713	Brenntag Mid-South Inc	\$ 2,312.40
09/20/2024	ACH7714	Brown and Caldwell	\$ 9,407.50
10/04/2024	ACH7773	Brown and Caldwell	\$ 4,250.00
10/18/2024	ACH7820	Bryant Miller Olive	\$ 19,000.00
09/06/2024	ACH7665	C & S CHEMICALS INC	\$ 77,650.30
09/20/2024	ACH7715	C & S CHEMICALS INC	\$ 70,353.78
10/04/2024	ACH7774	C & S CHEMICALS INC	\$ 137,088.28
10/18/2024	ACH7821	C & S CHEMICALS INC	\$ 66,100.16
09/06/2024	ACH7666	CAROLLO ENGINEERS INC	\$ 40,142.54

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Date	Document Number	Payee Name / Description	Amount
09/20/2024	ACH7716	CAROLLO ENGINEERS INC	\$ 37,559.40
10/04/2024	ACH7775	CAROLLO ENGINEERS INC	\$ 11,250.38
10/04/2024	ACH7776	CEC Controls Company Inc.	\$ 5,000.00
10/18/2024	ACH7822	CEC Controls Company Inc.	\$ 11,000.00
09/06/2024	ACH7667	CED - Port Charlotte	\$ 60.84
09/20/2024	ACH7717	CED - Port Charlotte	\$ 2,866.00
10/18/2024	ACH7823	CED - Port Charlotte	\$ 755.86
09/06/2024	ACH7668	CENTURYLINK	\$ 426.90
10/04/2024	ACH7777	CENTURYLINK	\$ 451.90
09/20/2024	ACH7718	CHARLOTTE COUNTY BCC - LANDFILL	\$ 5,644.54
10/18/2024	ACH7824	CHARLOTTE COUNTY BCC - LANDFILL	\$ 10,311.22
09/06/2024	ACH7669	CHARLOTTE COUNTY BD OF COMMISSIONER	\$ 109,626.99
09/20/2024	ACH7719	Cimtec Automation, LLC	\$ 1,742.25
09/20/2024	ACH7720	CINTAS	\$ 875.33
10/04/2024	ACH7778	CINTAS	\$ 431.04
10/18/2024	ACH7825	CINTAS	\$ 321.00
09/20/2024	ACH7721	CINTAS FIRE 636525	\$ 946.05
10/18/2024	ACH7826	CINTAS FIRE 636525	\$ 735.12
10/04/2024	ACH7779	CLEARSITE INDUSTRIAL	\$ 2,499.60
10/18/2024	ACH7827	CLEARSITE INDUSTRIAL	\$ 3,070.41
10/18/2024	ACH7828	COLE-PARMER INSTRUMENT CO	\$ 58.46
09/20/2024	ACH7722	Core & Main LP	\$ 1,878.76
09/20/2024	ACH7723	CORONADO LAWN SERVICE OF FL	\$ 10,534.00
10/18/2024	ACH7829	CORONADO LAWN SERVICE OF FL	\$ 8,184.00
10/04/2024	40202	CURRENT TECHNOLOGIES	\$ 3,185.00
10/18/2024	40211	CURRENT TECHNOLOGIES	\$ 290.00
09/20/2024	40192	D M CONSTRUCTION CORP	\$ 21,662.98
10/18/2024	40212	D M CONSTRUCTION CORP	\$ 18,576.00
09/06/2024	ACH7670	DELL MARKETING LP	\$ 5,570.00
10/04/2024	ACH7780	DELL MARKETING LP	\$ 3,412.00
10/18/2024	ACH7830	DELL MARKETING LP	\$ 13,233.12
10/18/2024	40213	Desoto Agriculture & Automotive Supply	\$ 133.09
09/06/2024	ACH7671	DESOTO COUNTY (V)	\$ 66,333.33
10/04/2024	ACH7781	DESOTO COUNTY (V)	\$ 66,333.37
09/20/2024	ACH7724	DESOTO COUNTY BOCC	\$ 4,363.61
10/18/2024	40214	DESOTO COUNTY FIRE RESCUE	\$ 150.00
09/06/2024	ACH7672	DMS-FINANCIAL MGMT SERVICES	\$ 453.58
10/04/2024	ACH7782	DMS-FINANCIAL MGMT SERVICES	\$ 453.92
09/20/2024	ACH7725	EARTH BALANCE	\$ 46,632.95
10/18/2024	ACH7831	EARTH BALANCE	\$ 8,197.02
10/18/2024	ACH7832	ENGINEERING PERFORMANCE SOLUTIONS	\$ 800.00
09/06/2024	ACH7673	Entech Computer Services LLC	\$ 6,405.00
10/18/2024	ACH7833	Entech Computer Services LLC	\$ 6,405.00
10/04/2024	ACH7783	ENVIRONMENTAL EXPRESS INC.	\$ 181.60
09/20/2024	ACH7726	Environmental Science Associates	\$ 25,009.00
10/18/2024	ACH7834	Environmental Science Associates	\$ 25,009.00
09/20/2024	40193	EUROFINS EATON ANALYTICAL, LLC	\$ 473.00
10/18/2024	40215	EUROFINS EATON ANALYTICAL, LLC	\$ 289.00
10/04/2024	ACH7784	FEDERAL EXPRESS	\$ 8.52

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Date	Document Number	Payee Name / Description	Amount
10/18/2024	ACH7835	FEDERAL EXPRESS	\$ 45.60
10/18/2024	ACH7836	FEL-FT MYERS WATERWORKS	\$ 1,552.56
09/06/2024	ACH7674	Fisher Scientific	\$ 738.94
09/20/2024	ACH7727	Fisher Scientific	\$ 3,168.94
10/04/2024	ACH7785	Fisher Scientific	\$ 231.50
10/18/2024	ACH7837	Fisher Scientific	\$ 4,371.47
10/18/2024	ACH7838	FitchRatings Inc	\$ 50,000.00
09/06/2024	EFT090624C	FL SDU	\$ 178.39
09/20/2024	EFT092024C	FL SDU	\$ 178.39
10/04/2024	EFT100424C	FL SDU	\$ 178.39
10/18/2024	EFT101824C	FL SDU	\$ 178.39
10/18/2024	40216	FLORIDA DEPARTMENT OF STATE	\$ 8.40
10/18/2024	40217	FLORIDA DEPT OF ECONOMIC OPPORTUNIT	\$ 175.00
09/27/2024	DBT093024F	FLORIDA DIVISION OF RETIREMENT	\$ 72,242.63
10/31/2024	DBT103124F	FLORIDA DIVISION OF RETIREMENT	\$ 81,459.05
09/06/2024	40184	FLORIDA POWER & LIGHT COMPANY	\$ 167,105.02
10/04/2024	40203	FLORIDA POWER & LIGHT COMPANY	\$ 163,956.97
10/04/2024	ACH7786	Flotech INC	\$ 8,787.00
09/20/2024	ACH7728	FLUID CONTROL SPECIALTIES INC	\$ 2,672.00
10/04/2024	ACH7787	FORD RITZ (V)	\$ 104.00
09/20/2024	ACH7729	FORTILINE INC.	\$ 4,661.06
10/18/2024	ACH7839	FORTILINE INC.	\$ 19,095.00
09/20/2024	ACH7730	FRONTIER COMMUNICATIONS-305	\$ 245.98
10/18/2024	ACH7841	FRONTIER COMMUNICATIONS-305	\$ 245.98
09/06/2024	ACH7675	FRONTIER-941	\$ 252.04
10/18/2024	ACH7840	FRONTIER-941	\$ 251.96
10/04/2024	40204	Gannett Holdings-Florida	\$ 345.87
10/18/2024	40218	Gannett Holdings-Florida	\$ 391.75
09/06/2024	ACH7676	GARNEY CONSTRUCTION	\$ 807,522.12
10/18/2024	ACH7842	GARNEY CONSTRUCTION	\$ 302,236.33
09/06/2024	ACH7677	GRAINGER	\$ 3,516.55
09/20/2024	ACH7731	GRAINGER	\$ 4,801.91
10/18/2024	ACH7843	GRAINGER	\$ 980.83
09/06/2024	ACH7678	Hach Company	\$ 36,189.49
09/20/2024	ACH7732	Hach Company	\$ 1,365.50
09/06/2024	ACH7679	HAZEN AND SAWYER	\$ 6,658.00
10/18/2024	ACH7844	HAZEN AND SAWYER	\$ 886.00
09/20/2024	ACH7733	HDR ENGINEERING INC	\$ 3,280.00
10/04/2024	ACH7788	HDR ENGINEERING INC	\$ 5,686.00
10/04/2024	ACH7789	Hostetler Irrigation Inc	\$ 267.08
09/06/2024	ACH7680	HVMI LLC	\$ 54,065.70
09/20/2024	ACH7734	HVMI LLC	\$ 21,090.11
10/04/2024	ACH7790	HVMI LLC	\$ 22,769.01
10/18/2024	ACH7845	HVMI LLC	\$ 43,337.20
09/06/2024	ACH7681	IDEXX DISTRIBUTION INC	\$ 353.41
10/04/2024	ACH7791	ImageMaster	\$ 3,383.95
10/04/2024	40205	INTEGRITY PUBLIC FINANCE	\$ 2,000.00
09/06/2024	EFT090624P	iSolved	\$ 164,598.94
09/20/2024	EFT092024P	iSolved	\$ 175,928.80

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10/04/2024	EFT100424P	iSolved	\$ 181,033.11
10/16/2024	101824P	iSolved	\$ 297,395.28
09/06/2024	ACH7682	Jacobi Carbons Inc	\$ 141,937.60
10/04/2024	ACH7792	Jacobi Carbons Inc	\$ 69,184.00
10/18/2024	ACH7846	Jacobi Carbons Inc	\$ 70,766.40
10/18/2024	40219	JET AUTO SERVICE	\$ 1,342.86
09/20/2024	ACH7735	Jimmy Dixon	\$ 120.00
10/18/2024	ACH7847	Jimmy Dixon	\$ 63.57
09/06/2024	ACH7683	Johnson Controls Security Solutions LLC	\$ 477.25
09/20/2024	ACH7736	JOHNSON ENGINEERING INC	\$ 46,489.50
10/18/2024	ACH7848	JOHNSON ENGINEERING INC	\$ 40,003.75
09/06/2024	ACH7684	Jonathan Canfield (v)	\$ -
09/20/2024	ACH7737	Jonathan Canfield (v)	\$ 460.58
10/04/2024	40206	KED GROUP INC	\$ 11,661.00
09/06/2024	ACH7685	Kiewit Water Facilities Florida Co	\$ 154,644.20
09/06/2024	ACH7686	KIMLEY-HORN AND ASSOCIATES INC	\$ 3,646.20
10/18/2024	ACH7849	KIMLEY-HORN AND ASSOCIATES INC	\$ 3,646.20
09/20/2024	ACH7738	Klir, Inc	\$ 50,000.00
09/20/2024	ACH7739	KONE Inc	\$ 1,841.64
09/06/2024	ACH7687	Locher Environmental LLC	\$ 938.96
10/18/2024	ACH7850	Locher Environmental LLC	\$ 39,868.00
09/20/2024	ACH7741	Lumen - Centurylink 3363	\$ 180.56
10/18/2024	ACH7852	Lumen - Centurylink 3363	\$ 183.47
09/20/2024	ACH7740	Lumen-CenturyLink-6358	\$ 1,648.71
10/18/2024	ACH7851	Lumen-CenturyLink-6358	\$ 1,651.19
09/06/2024	40185	Manatee County Utilities Department	\$ 332.91
10/04/2024	40207	Manatee County Utilities Department	\$ 335.64
10/04/2024	ACH7793	MANSON BOLVES DONALDSON TANNER	\$ 10,095.00
09/20/2024	ACH7742	Markay Consulting Group LLC	\$ 1,800.00
09/20/2024	ACH7743	McKim and Creed INC	\$ 16,360.83
10/04/2024	ACH7794	McKim and Creed INC	\$ 15,908.29
09/20/2024	ACH7744	MCMASTER-CARR SUPPLY CO	\$ 1,729.69
10/04/2024	ACH7795	MCMASTER-CARR SUPPLY CO	\$ 1,307.70
10/18/2024	40220	MKI Services, Inc.	\$ 1,100.24
10/18/2024	ACH7853	NABORS GIBLIN & NICKERSON PA	\$ 99,235.00
10/04/2024	ACH7796	NATIONAL BUSINESS FURNITURE, LLC	\$ 710.20
09/20/2024	ACH7745	Natural Resources LLC	\$ 3,587.92
10/18/2024	ACH7854	Natural Resources LLC	\$ 14,550.12
09/20/2024	40194	NaturZone Pest Control	\$ 87.79
10/18/2024	40221	NaturZone Pest Control	\$ 87.79
09/20/2024	ACH7746	NAVITAS CREDIT CORP	\$ 211.58
10/18/2024	ACH7855	NAVITAS CREDIT CORP	\$ 211.58
09/20/2024	ACH7747	OFF DUTY MANAGEMENT INC	\$ 537.60
10/18/2024	ACH7856	PALM PRINTING	\$ 242.15
09/20/2024	ACH7748	Pitney Bowes- Lease	\$ 209.85
09/24/2024	EFT092424	PNC Bank (Credit Card)	\$ 4,791.97
10/25/2024	EFT102524	PNC Bank (Credit Card)	\$ 7,313.19
10/18/2024	40222	PNC Bank N A	\$ 167.67
10/04/2024	ACH7797	PORT CHARLOTTE LOCK AND KEY	\$ 135.00

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10/18/2024	ACH7857	PREFERRED GOVERNMENT INSURANCE TRUS	\$ 22,561.75
09/20/2024	ACH7749	PRO-CHEM INC	\$ 714.79
10/18/2024	ACH7858	PRO-CHEM INC	\$ 537.41
10/18/2024	ACH7859	Public Resources Advisory Group Inc	\$ 67,146.14
09/06/2024	ACH7688	PURVIS GRAY & COMPANY	\$ 8,000.00
09/20/2024	40195	QUALITY STARTER & ALT SER INC	\$ 131.45
09/06/2024	ACH7689	RESPEC Company LLC	\$ 615.00
10/04/2024	ACH7798	RESPEC Company LLC	\$ 5,507.10
10/18/2024	ACH7860	RESPEC Company LLC	\$ 2,175.00
09/06/2024	ACH7690	RING POWER CORPORATION	\$ 10,748.77
10/18/2024	ACH7861	Risk Management Associates Inc	\$ 170,118.27
09/06/2024	ACH7691	Rite Technology	\$ 1,958.87
10/04/2024	ACH7799	Rite Technology	\$ 1,958.87
09/06/2024	ACH7692	ROGERS PETROLEUM INC	\$ 1,866.47
10/18/2024	ACH7862	ROGERS PETROLEUM INC	\$ 6,506.14
09/06/2024	ACH7693	RS Americas	\$ 522.97
09/20/2024	ACH7750	RS Americas	\$ 6,238.77
10/04/2024	ACH7800	RS Americas	\$ 6,188.41
10/18/2024	ACH7863	RS Americas	\$ 501.55
10/18/2024	ACH7864	RTS TRANSFORMERS, INC.	\$ 4,700.00
10/04/2024	ACH7801	Ryan Herco Flow Solutions	\$ 411.18
09/20/2024	40196	SAM'S CLUB	\$ 337.61
10/04/2024	ACH7802	SANDERS LABORATORIES	\$ 1,595.00
10/18/2024	ACH7865	SANDERS LABORATORIES	\$ 1,745.00
09/06/2024	ACH7694	SD Myers LLC	\$ 3,594.00
10/18/2024	ACH7866	Shimadzu Scientific Instruments	\$ 6,446.00
09/20/2024	40197	SMITH RANCH & GARDEN INC	\$ 985.02
09/20/2024	ACH7751	SOUTHERN TANK AND PUMP	\$ 1,577.15
10/04/2024	ACH7803	SOUTHERN TANK AND PUMP	\$ 1,041.80
10/18/2024	40223	SOUTHWEST FLA WATER MGMT DIST	\$ 1,911.00
10/04/2024	ACH7804	SOUTHWEST MOBILE MECHANIC	\$ 1,132.64
09/06/2024	ACH7695	STANTEC CONSULTING SERVICES	\$ 3,295.47
09/20/2024	ACH7752	STANTEC CONSULTING SERVICES	\$ 3,295.47
10/18/2024	ACH7867	STANTEC CONSULTING SERVICES	\$ 54,281.47
09/06/2024	ACH7696	SUNCOAST SAFE & LOCK	\$ 2,755.70
09/20/2024	ACH7753	SUNCOAST SAFE & LOCK	\$ 1,358.48
09/20/2024	ACH7754	SUNSHINE ACE HARDWARE	\$ 245.63
10/04/2024	ACH7805	SUNSHINE ACE HARDWARE	\$ 96.96
10/18/2024	ACH7868	SUNSHINE ACE HARDWARE	\$ 293.04
10/18/2024	ACH7869	SUTTER ROOFING COMPANY OF FLORIDA	\$ 7,500.00
09/06/2024	ACH7697	SYLOGISTMISSION, INC.	\$ 2,200.11
10/04/2024	ACH7806	SYLOGISTMISSION, INC.	\$ 1,645.90
10/18/2024	ACH7870	SYLOGISTMISSION, INC.	\$ 11,080.55
09/06/2024	ACH7698	Tanner Industries, Inc	\$ 6,363.61
10/04/2024	ACH7807	Tanner Industries, Inc	\$ 6,363.61
10/18/2024	ACH7871	Tanner Industries, Inc	\$ 6,377.89
10/04/2024	ACH7808	THE BANK OF NEW YORK MELLON	\$ 750.00
09/06/2024	40186	THE SUN	\$ 153.01
09/20/2024	40198	THE SUN	\$ 153.01

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10/04/2024	40208	THE SUN	\$ 82.94
09/06/2024	40187	TIRE KINGDOM-Mavis Discount Tire	\$ 212.98
09/20/2024	ACH7755	TOI TOI USA	\$ 433.48
10/18/2024	ACH7872	TOI TOI USA	\$ 433.48
10/04/2024	40209	TRACTOR SUPPLY COMPANY CREDIT PLAN	\$ 153.88
09/20/2024	ACH7756	TRINOVA INC.	\$ 4,791.90
09/20/2024	ACH7757	TRULY NOLEN BRANCH 079	\$ 250.00
09/20/2024	ACH7758	U.S. TENT RENTAL INC	\$ 8,843.48
10/18/2024	ACH7873	UNITED STATES GEOLOGICAL SURVEY	\$ 9,390.00
09/06/2024	ACH7699	UNIVAR SOLUTIONS USA INC	\$ 96,123.41
09/20/2024	ACH7759	UNIVAR SOLUTIONS USA INC	\$ 30,222.76
10/04/2024	ACH7809	UNIVAR SOLUTIONS USA INC	\$ 81,898.80
10/18/2024	ACH7874	UNIVAR SOLUTIONS USA INC	\$ 53,793.85
09/06/2024	ACH7700	USA Bluebook	\$ 303.00
09/03/2024	EFT090624VC	Valic/Corebridge Financial	\$ 15,421.42
09/18/2024	EFT091824VC	Valic/Corebridge Financial	\$ 15,472.92
10/04/2024	EFT100424VC	Valic/Corebridge Financial	\$ 16,570.90
10/16/2024	EFT101824VC	Valic/Corebridge Financial	\$ 15,869.46
09/06/2024	ACH7701	Vanguard Cleaning Systems of SW Florida	\$ 2,400.00
09/20/2024	ACH7760	Vanguard Cleaning Systems of SW Florida	\$ 300.00
10/04/2024	ACH7810	Vanguard Cleaning Systems of SW Florida	\$ 2,400.00
09/20/2024	40199	VERIZON WIRELESS	\$ 213.06
09/06/2024	ACH7702	VOYAGER FLEET SYSTEMS INC	\$ 5,681.49
10/04/2024	ACH7811	VOYAGER FLEET SYSTEMS INC	\$ 5,073.15
09/06/2024	40188	Waste Pro Bradenton/Sarasota	\$ 190.00
10/04/2024	40210	Waste Pro Bradenton/Sarasota	\$ 190.00
09/20/2024	40200	WATER BOY	\$ 16.50
10/18/2024	40224	WATER BOY	\$ 16.50
10/18/2024	ACH7875	West Awards LLC	\$ 57.00
09/06/2024	40189	WINDEMULLER TECHNICAL SERVICES	\$ 3,600.00
09/20/2024	ACH7761	WOMACK SANITATION INC	\$ 900.00
10/18/2024	ACH7876	WOMACK SANITATION INC	\$ 1,322.00
Total			\$ 5,622,035.21

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Date	Document Number	Payee Name / Description	Amount
09/06/2024	ACH7676	GARNEY CONSTRUCTION	\$ 807,522.12
10/18/2024	ACH7842	GARNEY CONSTRUCTION	\$ 302,236.33
10/16/2024	101824P	iSolved	\$ 297,395.28
10/04/2024	EFT100424P	iSolved	\$ 181,033.11
09/20/2024	EFT092024P	iSolved	\$ 175,928.80
10/18/2024	ACH7861	Risk Management Associates Inc	\$ 170,118.27
09/06/2024	40184	FLORIDA POWER & LIGHT COMPANY	\$ 167,105.02
09/06/2024	EFT090624P	iSolved	\$ 164,598.94
10/04/2024	40203	FLORIDA POWER & LIGHT COMPANY	\$ 163,956.97
09/06/2024	ACH7685	Kiewit Water Facilities Florida Co	\$ 154,644.20
09/06/2024	ACH7682	Jacobi Carbons Inc	\$ 141,937.60
10/04/2024	ACH7774	C & S CHEMICALS INC	\$ 137,088.28
09/06/2024	ACH7669	CHARLOTTE COUNTY BD OF COMMISSIONER	\$ 109,626.99
10/18/2024	ACH7853	NABORS GIBLIN & NICKERSON PA	\$ 99,235.00
09/06/2024	ACH7699	UNIVAR SOLUTIONS USA INC	\$ 96,123.41
10/04/2024	ACH7809	UNIVAR SOLUTIONS USA INC	\$ 81,898.80
10/31/2024	DBT103124F	FLORIDA DIVISION OF RETIREMENT	\$ 81,459.05
10/04/2024	ACH7766	ALLIED UNIVERSAL CORP	\$ 79,093.56
09/06/2024	ACH7665	C & S CHEMICALS INC	\$ 77,650.30
09/27/2024	DBT093024F	FLORIDA DIVISION OF RETIREMENT	\$ 72,242.63
09/06/2024	ACH7661	ALLIED UNIVERSAL CORP	\$ 71,366.88
10/18/2024	ACH7846	Jacobi Carbons Inc	\$ 70,766.40
09/20/2024	ACH7715	C & S CHEMICALS INC	\$ 70,353.78
10/04/2024	ACH7792	Jacobi Carbons Inc	\$ 69,184.00
10/18/2024	ACH7859	Public Resources Advisory Group Inc	\$ 67,146.14
10/04/2024	ACH7781	DESOTO COUNTY (V)	\$ 66,333.37
09/06/2024	ACH7671	DESOTO COUNTY (V)	\$ 66,333.33
10/18/2024	ACH7821	C & S CHEMICALS INC	\$ 66,100.16
10/18/2024	ACH7867	STANTEC CONSULTING SERVICES	\$ 54,281.47
09/06/2024	ACH7680	HVMI LLC	\$ 54,065.70
10/18/2024	ACH7874	UNIVAR SOLUTIONS USA INC	\$ 53,793.85
10/18/2024	ACH7838	FitchRatings Inc	\$ 50,000.00
09/20/2024	ACH7738	Klir, Inc	\$ 50,000.00
10/18/2024	ACH7814	ALLIED UNIVERSAL CORP	\$ 47,397.48
09/20/2024	ACH7725	EARTH BALANCE	\$ 46,632.95
09/20/2024	ACH7736	JOHNSON ENGINEERING INC	\$ 46,489.50
10/18/2024	ACH7845	HVMI LLC	\$ 43,337.20
09/06/2024	ACH7666	CAROLLO ENGINEERS INC	\$ 40,142.54
10/18/2024	ACH7848	JOHNSON ENGINEERING INC	\$ 40,003.75
10/18/2024	ACH7850	Locher Environmental LLC	\$ 39,868.00
09/20/2024	ACH7716	CAROLLO ENGINEERS INC	\$ 37,559.40
09/06/2024	ACH7678	Hach Company	\$ 36,189.49
09/20/2024	ACH7759	UNIVAR SOLUTIONS USA INC	\$ 30,222.76
09/20/2024	ACH7726	Environmental Science Associates	\$ 25,009.00
10/18/2024	ACH7834	Environmental Science Associates	\$ 25,009.00
10/04/2024	ACH7790	HVMI LLC	\$ 22,769.01
10/18/2024	ACH7857	PREFERRED GOVERNMENT INSURANCE TRUS	\$ 22,561.75
09/20/2024	40192	D M CONSTRUCTION CORP	\$ 21,662.98
09/20/2024	ACH7734	HVMI LLC	\$ 21,090.11

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10/18/2024	ACH7839	FORTILINE INC.	\$ 19,095.00
10/18/2024	ACH7820	Bryant Miller Olive	\$ 19,000.00
10/18/2024	40212	D M CONSTRUCTION CORP	\$ 18,576.00
10/04/2024	EFT100424VC	Valic/Corebridge Financial	\$ 16,570.90
09/20/2024	ACH7743	McKim and Creed INC	\$ 16,360.83
10/04/2024	ACH7794	McKim and Creed INC	\$ 15,908.29
10/16/2024	EFT101824VC	Valic/Corebridge Financial	\$ 15,869.46
09/20/2024	ACH7706	ALLIED UNIVERSAL CORP	\$ 15,701.40
09/18/2024	EFT091824VC	Valic/Corebridge Financial	\$ 15,472.92
09/03/2024	EFT090624VC	Valic/Corebridge Financial	\$ 15,421.42
10/18/2024	ACH7854	Natural Resources LLC	\$ 14,550.12
10/18/2024	ACH7830	DELL MARKETING LP	\$ 13,233.12
10/04/2024	ACH7772	BLACK & VEATCH	\$ 11,999.00
10/04/2024	40206	KED GROUP INC	\$ 11,661.00
10/04/2024	ACH7775	CAROLLO ENGINEERS INC	\$ 11,250.38
10/18/2024	ACH7870	SYLOGISTMISSION, INC.	\$ 11,080.55
10/18/2024	ACH7822	CEC Controls Company Inc.	\$ 11,000.00
09/06/2024	ACH7690	RING POWER CORPORATION	\$ 10,748.77
09/20/2024	ACH7723	CORONADO LAWN SERVICE OF FL	\$ 10,534.00
10/18/2024	ACH7824	CHARLOTTE COUNTY BCC - LANDFILL	\$ 10,311.22
10/04/2024	ACH7793	MANSON BOLVES DONALDSON TANNER	\$ 10,095.00
09/20/2024	ACH7714	Brown and Caldwell	\$ 9,407.50
10/18/2024	ACH7873	UNITED STATES GEOLOGICAL SURVEY	\$ 9,390.00
09/20/2024	ACH7758	U.S. TENT RENTAL INC	\$ 8,843.48
10/04/2024	ACH7786	Flotech INC	\$ 8,787.00
10/18/2024	ACH7831	EARTH BALANCE	\$ 8,197.02
10/18/2024	ACH7829	CORONADO LAWN SERVICE OF FL	\$ 8,184.00
09/06/2024	ACH7688	PURVIS GRAY & COMPANY	\$ 8,000.00
09/20/2024	ACH7704	Air Mechanical & Service Corp	\$ 7,610.00
10/18/2024	ACH7869	SUTTER ROOFING COMPANY OF FLORIDA	\$ 7,500.00
10/25/2024	EFT102524	PNC Bank (Credit Card)	\$ 7,313.19
09/06/2024	ACH7679	HAZEN AND SAWYER	\$ 6,658.00
10/18/2024	ACH7862	ROGERS PETROLEUM INC	\$ 6,506.14
10/18/2024	ACH7866	Shimadzu Scientific Instruments	\$ 6,446.00
09/06/2024	ACH7673	Entech Computer Services LLC	\$ 6,405.00
10/18/2024	ACH7833	Entech Computer Services LLC	\$ 6,405.00
10/18/2024	ACH7871	Tanner Industries, Inc	\$ 6,377.89
09/06/2024	ACH7698	Tanner Industries, Inc	\$ 6,363.61
10/04/2024	ACH7807	Tanner Industries, Inc	\$ 6,363.61
09/20/2024	ACH7750	RS Americas	\$ 6,238.77
10/04/2024	ACH7800	RS Americas	\$ 6,188.41
10/04/2024	ACH7788	HDR ENGINEERING INC	\$ 5,686.00
09/06/2024	ACH7702	VOYAGER FLEET SYSTEMS INC	\$ 5,681.49
09/20/2024	ACH7718	CHARLOTTE COUNTY BCC - LANDFILL	\$ 5,644.54
09/06/2024	ACH7670	DELL MARKETING LP	\$ 5,570.00
10/04/2024	ACH7798	RESPEC Company LLC	\$ 5,507.10
10/04/2024	ACH7811	VOYAGER FLEET SYSTEMS INC	\$ 5,073.15
09/06/2024	ACH7664	BENCHMARK ENVIROANALYTICAL INC	\$ 5,034.50
10/04/2024	ACH7776	CEC Controls Company Inc.	\$ 5,000.00

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09/20/2024	ACH7731	GRAINGER	\$ 4,801.91
09/24/2024	EFT092424	PNC Bank (Credit Card)	\$ 4,791.97
09/20/2024	ACH7756	TRINOVA INC.	\$ 4,791.90
09/20/2024	ACH7709	ASRUS LLC	\$ 4,750.00
10/18/2024	ACH7864	RTS TRANSFORMERS, INC.	\$ 4,700.00
09/20/2024	ACH7729	FORTILINE INC.	\$ 4,661.06
09/06/2024	ACH7660	Air Mechanical & Service Corp	\$ 4,654.00
10/18/2024	ACH7837	Fisher Scientific	\$ 4,371.47
09/20/2024	ACH7724	DESOTO COUNTY BOCC	\$ 4,363.61
09/20/2024	ACH7703	AECOM TECHNICAL SERVICES INC	\$ 4,346.90
10/04/2024	ACH7773	Brown and Caldwell	\$ 4,250.00
09/06/2024	ACH7686	KIMLEY-HORN AND ASSOCIATES INC	\$ 3,646.20
10/18/2024	ACH7849	KIMLEY-HORN AND ASSOCIATES INC	\$ 3,646.20
09/06/2024	40189	WINDEMULLER TECHNICAL SERVICES	\$ 3,600.00
09/06/2024	ACH7694	SD Myers LLC	\$ 3,594.00
09/20/2024	ACH7745	Natural Resources LLC	\$ 3,587.92
09/06/2024	ACH7677	GRAINGER	\$ 3,516.55
10/04/2024	ACH7771	BENCHMARK ENVIROANALYTICAL INC	\$ 3,458.50
10/04/2024	ACH7780	DELL MARKETING LP	\$ 3,412.00
10/04/2024	ACH7791	ImageMaster	\$ 3,383.95
09/06/2024	ACH7695	STANTEC CONSULTING SERVICES	\$ 3,295.47
09/20/2024	ACH7752	STANTEC CONSULTING SERVICES	\$ 3,295.47
09/20/2024	ACH7733	HDR ENGINEERING INC	\$ 3,280.00
10/04/2024	40202	CURRENT TECHNOLOGIES	\$ 3,185.00
09/20/2024	ACH7727	Fisher Scientific	\$ 3,168.94
10/18/2024	ACH7827	CLEARSITE INDUSTRIAL	\$ 3,070.41
09/20/2024	ACH7717	CED - Port Charlotte	\$ 2,866.00
09/20/2024	ACH7712	BENCHMARK ENVIROANALYTICAL INC	\$ 2,794.50
10/04/2024	ACH7762	AA ELECTRIC SE INC	\$ 2,776.71
09/06/2024	ACH7696	SUNCOAST SAFE & LOCK	\$ 2,755.70
09/20/2024	ACH7728	FLUID CONTROL SPECIALTIES INC	\$ 2,672.00
10/04/2024	ACH7779	CLEARSITE INDUSTRIAL	\$ 2,499.60
09/06/2024	ACH7701	Vanguard Cleaning Systems of SW Florida	\$ 2,400.00
10/04/2024	ACH7810	Vanguard Cleaning Systems of SW Florida	\$ 2,400.00
09/06/2024	ACH7662	AMAZON Business	\$ 2,352.00
09/20/2024	ACH7713	Brenntag Mid-South Inc	\$ 2,312.40
09/06/2024	ACH7697	SYLOGISTMISSION, INC.	\$ 2,200.11
10/18/2024	ACH7860	RESPEC Company LLC	\$ 2,175.00
10/18/2024	ACH7819	BENCHMARK ENVIROANALYTICAL INC	\$ 2,128.00
10/04/2024	ACH7770	AWC INC	\$ 2,101.00
10/04/2024	40205	INTEGRITY PUBLIC FINANCE	\$ 2,000.00
09/06/2024	ACH7691	Rite Technology	\$ 1,958.87
10/04/2024	ACH7799	Rite Technology	\$ 1,958.87
10/18/2024	40223	SOUTHWEST FLA WATER MGMT DIST	\$ 1,911.00
09/20/2024	ACH7722	Core & Main LP	\$ 1,878.76
09/06/2024	ACH7692	ROGERS PETROLEUM INC	\$ 1,866.47
09/20/2024	ACH7739	KONE Inc	\$ 1,841.64
09/20/2024	ACH7742	Markay Consulting Group LLC	\$ 1,800.00
10/18/2024	ACH7865	SANDERS LABORATORIES	\$ 1,745.00

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

CHECK REGISTER: SEPTEMBER & OCTOBER 2024

By Amount Largest to Smallest

PUBLIC FUNDS INTEREST CHECKING (PNC)

Date	Document Number	Payee Name / Description	Amount
09/20/2024	ACH7719	Cimtec Automation, LLC	\$ 1,742.25
09/20/2024	ACH7744	MCMASTER-CARR SUPPLY CO	\$ 1,729.69
10/04/2024	ACH7768	ANIXTER INC.	\$ 1,671.62
10/18/2024	ACH7851	Lumen-CenturyLink-6358	\$ 1,651.19
09/20/2024	ACH7740	Lumen-CenturyLink-6358	\$ 1,648.71
10/04/2024	ACH7806	SYLOGISTMISSION, INC.	\$ 1,645.90
10/04/2024	ACH7802	SANDERS LABORATORIES	\$ 1,595.00
09/20/2024	ACH7707	AMAZON Business	\$ 1,581.43
09/20/2024	ACH7751	SOUTHERN TANK AND PUMP	\$ 1,577.15
10/18/2024	ACH7836	FEL-FT MYERS WATERWORKS	\$ 1,552.56
09/20/2024	ACH7732	Hach Company	\$ 1,365.50
09/20/2024	ACH7753	SUNCOAST SAFE & LOCK	\$ 1,358.48
10/18/2024	40219	JET AUTO SERVICE	\$ 1,342.86
10/18/2024	ACH7876	WOMACK SANITATION INC	\$ 1,322.00
10/04/2024	ACH7795	MCMASTER-CARR SUPPLY CO	\$ 1,307.70
10/18/2024	ACH7817	APEX PRODUCT SOLUTIONS LLC	\$ 1,300.00
09/06/2024	ACH7659	Agilent Technologies Inc	\$ 1,164.00
10/04/2024	ACH7804	SOUTHWEST MOBILE MECHANIC	\$ 1,132.64
10/18/2024	40220	MKI Services, Inc.	\$ 1,100.24
10/04/2024	ACH7803	SOUTHERN TANK AND PUMP	\$ 1,041.80
10/04/2024	ACH7769	Apex	\$ 987.96
09/20/2024	40197	SMITH RANCH & GARDEN INC	\$ 985.02
10/18/2024	ACH7843	GRAINGER	\$ 980.83
09/20/2024	ACH7721	CINTAS FIRE 636525	\$ 946.05
09/06/2024	ACH7687	Locher Environmental LLC	\$ 938.96
09/20/2024	ACH7761	WOMACK SANITATION INC	\$ 900.00
10/18/2024	ACH7844	HAZEN AND SAWYER	\$ 886.00
09/20/2024	ACH7720	CINTAS	\$ 875.33
10/04/2024	ACH7765	AIRGAS USA LLC	\$ 860.32
10/18/2024	ACH7832	ENGINEERING PERFORMANCE SOLUTIONS	\$ 800.00
09/20/2024	ACH7708	Apex	\$ 758.22
10/18/2024	ACH7823	CED - Port Charlotte	\$ 755.86
10/04/2024	ACH7808	THE BANK OF NEW YORK MELLON	\$ 750.00
09/06/2024	ACH7674	Fisher Scientific	\$ 738.94
10/18/2024	ACH7826	CINTAS FIRE 636525	\$ 735.12
09/20/2024	ACH7749	PRO-CHEM INC	\$ 714.79
10/04/2024	ACH7796	NATIONAL BUSINESS FURNITURE, LLC	\$ 710.20
10/18/2024	ACH7815	AMAZON Business	\$ 704.14
10/04/2024	ACH7764	Air Mechanical & Service Corp	\$ 679.63
10/04/2024	ACH7767	AMAZON Business	\$ 657.48
09/06/2024	ACH7663	Apex	\$ 638.27
09/06/2024	ACH7689	RESPEC Company LLC	\$ 615.00
09/20/2024	40190	AWWA	\$ 550.00
09/20/2024	ACH7747	OFF DUTY MANAGEMENT INC	\$ 537.60
10/18/2024	ACH7858	PRO-CHEM INC	\$ 537.41
09/06/2024	ACH7693	RS Americas	\$ 522.97
10/18/2024	ACH7863	RS Americas	\$ 501.55
10/18/2024	ACH7813	ALFA LAVAL INC	\$ 497.96
09/06/2024	ACH7683	Johnson Controls Security Solutions LLC	\$ 477.25

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

CHECK REGISTER: SEPTEMBER & OCTOBER 2024

By Amount Largest to Smallest

PUBLIC FUNDS INTEREST CHECKING (PNC)

Date	Document Number	Payee Name / Description	Amount
09/20/2024	40193	EUROFINS EATON ANALYTICAL, LLC	\$ 473.00
09/20/2024	ACH7737	Jonathan Canfield (v)	\$ 460.58
10/04/2024	ACH7782	DMS-FINANCIAL MGMT SERVICES	\$ 453.92
09/06/2024	ACH7672	DMS-FINANCIAL MGMT SERVICES	\$ 453.58
10/04/2024	ACH7777	CENTURYLINK	\$ 451.90
09/20/2024	ACH7755	TOI TOI USA	\$ 433.48
10/18/2024	ACH7872	TOI TOI USA	\$ 433.48
10/04/2024	ACH7778	CINTAS	\$ 431.04
09/06/2024	ACH7668	CENTURYLINK	\$ 426.90
10/04/2024	ACH7801	Ryan Herco Flow Solutions	\$ 411.18
10/18/2024	40218	Gannett Holdings-Florida	\$ 391.75
09/06/2024	ACH7681	IDEXX DISTRIBUTION INC	\$ 353.41
10/04/2024	40204	Gannett Holdings-Florida	\$ 345.87
09/20/2024	40196	SAM'S CLUB	\$ 337.61
10/04/2024	40207	Manatee County Utilities Department	\$ 335.64
09/06/2024	40185	Manatee County Utilities Department	\$ 332.91
10/18/2024	ACH7818	BATTERIES PLUS BULBS #451	\$ 322.85
10/18/2024	ACH7825	CINTAS	\$ 321.00
09/06/2024	ACH7700	USA Bluebook	\$ 303.00
09/20/2024	ACH7760	Vanguard Cleaning Systems of SW Florida	\$ 300.00
10/18/2024	ACH7868	SUNSHINE ACE HARDWARE	\$ 293.04
09/20/2024	ACH7705	AIRGAS USA LLC	\$ 290.79
10/18/2024	40211	CURRENT TECHNOLOGIES	\$ 290.00
10/18/2024	40215	EUROFINS EATON ANALYTICAL, LLC	\$ 289.00
10/04/2024	ACH7789	Hostetler Irrigation Inc	\$ 267.08
09/06/2024	ACH7675	FRONTIER-941	\$ 252.04
10/18/2024	ACH7840	FRONTIER-941	\$ 251.96
09/20/2024	ACH7757	TRULY NOLEN BRANCH 079	\$ 250.00
09/20/2024	ACH7730	FRONTIER COMMUNICATIONS-305	\$ 245.98
10/18/2024	ACH7841	FRONTIER COMMUNICATIONS-305	\$ 245.98
10/18/2024	ACH7812	Air Mechanical & Service Corp	\$ 245.85
09/20/2024	ACH7754	SUNSHINE ACE HARDWARE	\$ 245.63
09/20/2024	ACH7710	ATIS Elevator Inspections, LLC	\$ 245.00
10/18/2024	ACH7856	PALM PRINTING	\$ 242.15
10/04/2024	ACH7785	Fisher Scientific	\$ 231.50
09/20/2024	40199	VERIZON WIRELESS	\$ 213.06
09/06/2024	40187	TIRE KINGDOM-Mavis Discount Tire	\$ 212.98
09/20/2024	ACH7746	NAVITAS CREDIT CORP	\$ 211.58
10/18/2024	ACH7855	NAVITAS CREDIT CORP	\$ 211.58
09/20/2024	ACH7748	Pitney Bowes- Lease	\$ 209.85
09/06/2024	40188	Waste Pro Bradenton/Sarasota	\$ 190.00
10/04/2024	40210	Waste Pro Bradenton/Sarasota	\$ 190.00
10/04/2024	ACH7763	AAA Cooper Transportation	\$ 186.34
10/18/2024	ACH7852	Lumen - Centurylink 3363	\$ 183.47
10/04/2024	ACH7783	ENVIRONMENTAL EXPRESS INC.	\$ 181.60
09/20/2024	ACH7741	Lumen - Centurylink 3363	\$ 180.56
09/06/2024	EFT090624C	FL SDU	\$ 178.39
09/20/2024	EFT092024C	FL SDU	\$ 178.39
10/04/2024	EFT100424C	FL SDU	\$ 178.39

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

CHECK REGISTER: SEPTEMBER & OCTOBER 2024

By Amount Largest to Smallest

PUBLIC FUNDS INTEREST CHECKING (PNC)

Date	Document Number	Payee Name / Description	Amount
10/18/2024	EFT101824C	FL SDU	\$ 178.39
09/20/2024	ACH7711	BATTERIES PLUS BULBS #451	\$ 177.85
10/18/2024	40217	FLORIDA DEPT OF ECONOMIC OPPORTUNIT	\$ 175.00
10/18/2024	40222	PNC Bank N A	\$ 167.67
10/04/2024	40209	TRACTOR SUPPLY COMPANY CREDIT PLAN	\$ 153.88
09/06/2024	40186	THE SUN	\$ 153.01
09/20/2024	40198	THE SUN	\$ 153.01
10/18/2024	ACH7816	Apex	\$ 150.57
10/18/2024	40214	DESOTO COUNTY FIRE RESCUE	\$ 150.00
09/20/2024	40191	Braden River Utilities LLC	\$ 136.05
10/04/2024	ACH7797	PORT CHARLOTTE LOCK AND KEY	\$ 135.00
10/18/2024	40213	Desoto Agriculture & Automotive Supply	\$ 133.09
09/20/2024	40195	QUALITY STARTER & ALT SER INC	\$ 131.45
09/20/2024	ACH7735	Jimmy Dixon	\$ 120.00
09/06/2024	ACH7657	Abacus Web Services	\$ 119.00
10/04/2024	ACH7787	FORD RITZ (V)	\$ 104.00
10/04/2024	ACH7805	SUNSHINE ACE HARDWARE	\$ 96.96
09/20/2024	40194	NaturZone Pest Control	\$ 87.79
10/18/2024	40221	NaturZone Pest Control	\$ 87.79
10/04/2024	40201	AWWA	\$ 85.00
10/04/2024	40208	THE SUN	\$ 82.94
09/06/2024	ACH7658	ADVANTAGE CARE INC.	\$ 80.00
10/18/2024	ACH7847	Jimmy Dixon	\$ 63.57
09/06/2024	ACH7667	CED - Port Charlotte	\$ 60.84
10/18/2024	ACH7828	COLE-PARMER INSTRUMENT CO	\$ 58.46
10/18/2024	ACH7875	West Awards LLC	\$ 57.00
10/18/2024	ACH7835	FEDERAL EXPRESS	\$ 45.60
09/20/2024	40200	WATER BOY	\$ 16.50
10/18/2024	40224	WATER BOY	\$ 16.50
10/04/2024	ACH7784	FEDERAL EXPRESS	\$ 8.52
10/18/2024	40216	FLORIDA DEPARTMENT OF STATE	\$ 8.40
09/06/2024	ACH7684	Jonathan Canfield (v)	\$ -
Total			\$ 5,622,035.21

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
CHECK REGISTER: SEPTEMBER & OCTOBER 2024

CONSTRUCTION CHECKING (PNC)

Date	Document Number	Payee Name / Description	Amount
09/06/2024	2826	Woodruff & Sons, Inc.	\$ 1,087,394.43
09/06/2024	CACH385	BLACK & VEATCH	\$ 29,280.75
09/06/2024	CACH386	Brown and Caldwell	\$ 29,532.09
09/06/2024	CACH387	CAROLLO ENGINEERS INC	\$ 33,983.45
09/06/2024	CACH388	RESPEC Company LLC	\$ 5,298.00
09/20/2024	CACH389	American SpiralWeld Pipe Company LLC	\$ 177,452.50
09/20/2024	CACH390	Brown and Caldwell	\$ 17,591.00
09/20/2024	CACH391	CAROLLO ENGINEERS INC	\$ 78,516.62
09/20/2024	CACH392	HDR ENGINEERING INC	\$ 574,406.74
09/20/2024	CACH393	Wharton-Smith, Inc.	\$ 1,085,638.00
10/04/2024	2827	MOORE BOWMAN & REESE, P.A., TRUST ACCOUNT	\$ 276,100.00
10/04/2024	2828	Woodruff & Sons, Inc.	\$ 1,266,379.75
10/04/2024	CACH394	AECOM TECHNICAL SERVICES INC	\$ 228,609.17
10/04/2024	CACH395	American SpiralWeld Pipe Company LLC	\$ 340,969.35
10/04/2024	CACH396	Brown and Caldwell	\$ 24,374.34
10/04/2024	CACH397	CAROLLO ENGINEERS INC	\$ 6,588.01
10/04/2024	CACH398	GARNEY CONSTRUCTION	\$ 1,198,343.56
10/04/2024	CACH399	Manson Bolves Donaldson Tanner PA CIP	\$ 28,213.50
10/18/2024	2829	Woodruff & Sons, Inc.	\$ 1,279,437.55
10/18/2024	CACH400	AECOM TECHNICAL SERVICES INC	\$ 72,072.58
10/18/2024	CACH401	American SpiralWeld Pipe Company LLC	\$ 35,117.70
10/18/2024	CACH402	BLACK & VEATCH	\$ 9,357.42
10/18/2024	CACH403	HDR ENGINEERING INC	\$ 643,122.55
10/18/2024	CACH404	Wharton-Smith, Inc.	\$ 955,353.43
Total			9,483,132.49

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

CHECK REGISTER: SEPTEMBER & OCTOBER 2024

Alphabetically by Vendor

CONSTRUCTION CHECKING (PNC)

Date	Document Number	Payee Name / Description	Amount
10/04/2024	CACH394	AECOM TECHNICAL SERVICES INC	\$ 228,609.17
10/18/2024	CACH400	AECOM TECHNICAL SERVICES INC	\$ 72,072.58
09/20/2024	CACH389	American SpiralWeld Pipe Company LLC	\$ 177,452.50
10/04/2024	CACH395	American SpiralWeld Pipe Company LLC	\$ 340,969.35
10/18/2024	CACH401	American SpiralWeld Pipe Company LLC	\$ 35,117.70
09/06/2024	CACH385	BLACK & VEATCH	\$ 29,280.75
10/18/2024	CACH402	BLACK & VEATCH	\$ 9,357.42
09/06/2024	CACH386	Brown and Caldwell	\$ 29,532.09
09/20/2024	CACH390	Brown and Caldwell	\$ 17,591.00
10/04/2024	CACH396	Brown and Caldwell	\$ 24,374.34
09/06/2024	CACH387	CAROLLO ENGINEERS INC	\$ 33,983.45
09/20/2024	CACH391	CAROLLO ENGINEERS INC	\$ 78,516.62
10/04/2024	CACH397	CAROLLO ENGINEERS INC	\$ 6,588.01
10/04/2024	CACH398	GARNEY CONSTRUCTION	\$ 1,198,343.56
09/20/2024	CACH392	HDR ENGINEERING INC	\$ 574,406.74
10/18/2024	CACH403	HDR ENGINEERING INC	\$ 643,122.55
10/04/2024	CACH399	Manson Bolves Donaldson Tanner PA CIP	\$ 28,213.50
10/04/2024	2827	MOORE BOWMAN & REESE, P.A., TRUST ACCOUNT	\$ 276,100.00
09/06/2024	CACH388	RESPEC Company LLC	\$ 5,298.00
09/20/2024	CACH393	Wharton-Smith, Inc.	\$ 1,085,638.00
10/18/2024	CACH404	Wharton-Smith, Inc.	\$ 955,353.43
09/06/2024	2826	Woodruff & Sons, Inc.	\$ 1,087,394.43
10/04/2024	2828	Woodruff & Sons, Inc.	\$ 1,266,379.75
10/18/2024	2829	Woodruff & Sons, Inc.	\$ 1,279,437.55
Total			9,483,132.49

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

CHECK REGISTER: SEPTEMBER & OCTOBER 2024

By Amount Largest to Smallest

CONSTRUCTION CHECKING (PNC)

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10/04/2024	2828	Woodruff & Sons, Inc.	\$ 1,266,379.75
10/04/2024	CACH398	GARNEY CONSTRUCTION	\$ 1,198,343.56
09/06/2024	2826	Woodruff & Sons, Inc.	\$ 1,087,394.43
09/20/2024	CACH393	Wharton-Smith, Inc.	\$ 1,085,638.00
10/18/2024	CACH404	Wharton-Smith, Inc.	\$ 955,353.43
10/18/2024	CACH403	HDR ENGINEERING INC	\$ 643,122.55
09/20/2024	CACH392	HDR ENGINEERING INC	\$ 574,406.74
10/04/2024	CACH395	American SpiralWeld Pipe Company LLC	\$ 340,969.35
10/04/2024	2827	MOORE BOWMAN & REESE, P.A., TRUST ACCOUNT	\$ 276,100.00
10/04/2024	CACH394	AECOM TECHNICAL SERVICES INC	\$ 228,609.17
09/20/2024	CACH389	American SpiralWeld Pipe Company LLC	\$ 177,452.50
09/20/2024	CACH391	CAROLLO ENGINEERS INC	\$ 78,516.62
10/18/2024	CACH400	AECOM TECHNICAL SERVICES INC	\$ 72,072.58
10/18/2024	CACH401	American SpiralWeld Pipe Company LLC	\$ 35,117.70
09/06/2024	CACH387	CAROLLO ENGINEERS INC	\$ 33,983.45
09/06/2024	CACH386	Brown and Caldwell	\$ 29,532.09
09/06/2024	CACH385	BLACK & VEATCH	\$ 29,280.75
10/04/2024	CACH399	Manson Bolves Donaldson Tanner PA CIP	\$ 28,213.50
10/04/2024	CACH396	Brown and Caldwell	\$ 24,374.34
09/20/2024	CACH390	Brown and Caldwell	\$ 17,591.00
10/18/2024	CACH402	BLACK & VEATCH	\$ 9,357.42
10/04/2024	CACH397	CAROLLO ENGINEERS INC	\$ 6,588.01
09/06/2024	CACH388	RESPEC Company LLC	\$ 5,298.00
Total			9,483,132.49

***PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
December 4, 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: December 4, 2024

Prepared by: Mike Knowles, PE, Engineering & Projects Senior Manager

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 (9 BG capacity) at the Peace River site in DeSoto County, expanded river intake and reservoir pumping capacities, as well as 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". 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 and additional funding \$34.8M has been secured from the Florida Department of Environmental Protection Alternative Water Supply grants and State legislative appropriations (\$24.8M and \$10.0M respectively).

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. The CMAR Phase 1 B Scope of Services and Fee in the amount of \$680,966 was approved at the June 5, 2024 Board Meeting.

Project History Briefing

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 1st. The Wetland Delineations began on March 17th and continued on March 18th and again on March 28th – 30th. The first Monthly Progress Meeting was held on March 17th. Geotechnical field investigations began on March 14th, with the equipment being mobilized to the Reserve. Soil/auger borings and other geotechnical investigations will continue through June.
- April 2022** The Monthly Progress Meeting was held on April 14th. Wetland delineations continued April 11th – 14th; and April 20th – 22nd. Geotechnical field investigations continued throughout the month of April.
- May 2022** The Monthly Progress Meeting was held on May 10th. The Consultant held a System Conveyance Workshop on May 2nd with Operations, Engineering, and Water Resources staff. An Environmental Permitting / Mitigation Strategy meeting was held virtually on May 12th. Geotechnical field investigations continued through the month of May.
- June 2022** The Monthly Progress Meeting was held on June 9th, 2022. Geotechnical and Environmental field investigations continued through the month of June. A site visit to the existing intake structure was held on June 2 by the Consultant Team to coordinate siting and intake orientation design efforts.
- July 2022** The Monthly Progress Meeting was held on July 14, 2022. 15 % Design Drawings and Basis of Design Report was received on July 15th, 2022. On July 25th, a Communications Workshop was held to review the Authority’s goals and messaging objectives for the PR3 Project. Authority staff met with FWC staff in Tallahassee on July 27th to discuss the benefits of restoration efforts on Orange Hammock.

- August 2022** A 15% Design – Review Workshop was held on August 16th with Consultant and Authority Staff to go over comments from Authority staff on the conceptual design. The Monthly Progress Meeting was held on August 18th via MS Teams in conjunction with a meeting on the conceptual, preliminary mitigation strategy. 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 31st and also provided an MS Teams presentation on the basis of the estimates on August 31st.
- September 2022** The Consultant presented an update on the PR3 Project – 15% Preliminary Design Milestone at the Professional Staff Meeting held on September 7th in Sarasota County. The Consultant provided a Communications Project Fact Sheet on the PR3 Project on September 12th. The Consultant performed additional geotechnical work, including piezometer water quality testing on the PR3 site on September 15th.
- October 2022** The Consultant presented an update on the PR3 Project – 15% Preliminary Design Milestone at the Board Meeting on October 5, 2022. The Consultant held a meeting on October 11th to discuss conceptual ERP Permitting strategy and milestones. A 15% Design Review Workshop was held at the PRF on October 18th to review comments received on the 15% Design Plans and Cost Estimate and was in conjunction with the Monthly Progress Meeting. On October 25th, the Consultant held meetings on easement acquisition and mitigation efforts.
- November 2022** The Consultant held a 30% Design and Conveyance Pipeline Workshop at the PRF on November 1st. A PR3 Cost Savings Alternative Discussion was held on November 9th. The Monthly Progress Meeting was held on November 10th. A Preliminary Design Cost Reduction Measure Memorandum was received on November 16th.
- December 2022** On December 1st, the Consultant Team held a preparation meeting for FDEP pre-application meeting held on December 6th. A Permitting Coordination Meeting was held with Authority staff and GC on December 9th. On December 12th, Authority staff met to discuss delivery methods for both the PR3 Project and the WTP Expansion Project. On December 14th – 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 12th. On January 20th, 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 15th. A meeting was

held on February 13th 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 20th. The 30% design deliverables were delivered on March 10th. A follow-up meeting on wetland mitigation and permitting updates was held on March 14th.

April 2023

The 30% Design Progress Update was presented to the Board at the April 5th meeting. The monthly progress meeting was held in conjunction with the SWFWMD Third-Party Review Kick-Off meeting held on April 14th. A Preapplication Meeting with the Army Corp of Engineers (ACOE) was held on April 13th to discuss Section 404 and the ERP Permitting approach.

May 2023

A meeting with FDEP was held on May 2nd 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 15th. The monthly progress meeting was held in conjunction with the 30% Design Review Workshops. The Reservoir Design Workshop was held on May 23rd, and the Pipeline Design Workshop was held on May 24th.

June 2023

A meeting was held on June 2nd to review the FDEP 404 Preapplication strategy. The monthly progress meeting was held on Thursday, June 8th. A 30% Design Review discussion was held with the SWFWMD on June 19th. A follow-up to the June 2nd FDEP permitting meeting was held on June 21st. A meeting was held with the Consultant on June 22nd to review the Demand Projections Technical Memorandum. A meeting was held on June 30th to coordinate the Design/Permitting team for the July 12th FDEP 404 Preapplication Meeting.

July 2023

A meeting was held on July 6th to coordinate the Team for the July 12th FDEP 404 Preapplication Meeting. A meeting with FDEP was held on July 12th. The PR3 CMAR Mandatory Pre-SOQ Meeting was held on Friday, July 14th. The Monthly Progress Meeting was held on July 18th. An ERP pre-application meeting was held with the SWFWMD on July 31st.

August 2023

ERP coordination meetings were held on August 3rd, 16th, and 30th for the ERP Application Submittal on September 15th. 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 29th – all four firms were recommended to proceed to the Presentation.

- September 2023** ERP coordination meetings were held on September 7th and September 14th. The PR3 CMAR SOQ PSEC presentations were given on September 12th, 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 4th Board Meeting. The ERP Package was submitted to the SWFWMD on September 15th – completing the final deliverable for the Preliminary Design efforts. The Monthly Progress meeting was held on September 14th. 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 11th, the Authority and Archer Western met for a scoping meeting to discuss items that the CMAR would need to include in their 1st Early Contractor Engagement Scope of Services. On October 30th, Authority staff, consultants, and representatives from SWFWMD met to review the ERP package submitted on September 15th 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 14th, 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 27th. A PR3 CMAR Workshop with Archer Western, HDR, and Authority Staff was held on November 28th.
- December 2023** The Construction Management at Risk (CMAR) Contract for the PR3 Pumping and Conveyance Facilities was approved at the December 6th, 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 15th. A PR3 CMAR Team Leader Meeting was held on December 12th. The PR3 Pump Station Design Workshop was held on December 15th. The PR3 Environmental Permitting Coordination Meeting was held with SWFWMD, HDR and the Authority on December 15th.
- January 2024** The PR3 CMAR Team Leader Meeting was held on January 2nd. A PR3 Filling, Permitting, and Mitigation Discussion was held with the CMAR, HDR, and Authority staff on January 5th. A PR3 CMAR Team Leader Meeting was held on January 9th. A PR3 VE/Constructability Workshop was held on January 10th. A Civil/Reservoir Design Workshop Was held on January 11th. A PR3 Permitting Meeting with HDR and Black and Veatch (FDEPs Consultant for the Dam Safety Review of the ERP) was held on January 12th. A PR3 CMAR Team Leader meeting was held on

January 16th. A PR3 River Intake Design Discussion was held on January 18th. The PR3 Environmental Permitting Coordination Meeting was held with SWFWMD, HDR, and the Authority on January 22nd. A PR3 CMAR Team Leader meeting was held on January 23rd. A PR3 CMAR Scheduling Workshop was held on January 26th in conjunction with the HDR Team and Authority staff. A PR3 CMAR Team Leader meeting was held on January 30th.

February 2024

A meeting was held on February 5th 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 6th and 13th. The Monthly Progress Meeting was held on February 8th. The PR3 ERP Monthly Meeting with SWFWMD and FDEP was held on February 26th.

March 2024

A PR3 Value Engineering Workshop was held on March 5th. The Weekly CMAR Team Leadership meetings were held on March 12th and March 19th. The Monthly Progress meeting was held on March 14th. An Instrumentation and Control Workshop was held on March 14th. The 30% CMAR Cost Estimates for the PR3, PRF Expansion, and BWRO Projects were received on March 15th. The SWSEP Electrical Master Plan Meeting was held on March 19th.

April 2024

The Monthly Progress Meeting was held on April 11th. The Environmental permitting (ERP) coordination meetings with the SWFWMD included a Dam Safety Comment RAI discussion meeting on April 5th. A meeting with the DeSoto County Engineer to discuss construction options for the crossing of Kings Highway was held on April 16th. A presentation to the Authority Board of Directors on the updated Surface Water Supply Expansion Project, including the updated CMAR Cost estimates, was given on April 3rd.

May 2024

The Monthly Progress meeting was held on May 9th. On May 3rd, a scoping meeting with the CMAR was held to discuss the Preconstruction Phase Services (Package 1B) schedule and fee. Internal staff meetings were held on May 7th and May 13th to discuss mitigation options. The Environmental permitting (ERP) coordination meeting with the SWFWMD originally scheduled for May 27th was rescheduled to June 24th.

September 2024

The Engineer of Record, HDR, has completed 90% Deliverable plans and specifications for the Volume 1 Reservoir No. 3 design. Authority has scheduled workshop for review and comment from staff as well as the CMAR for HDR to advance the design to 100%. The Section 404 U.S. Army Corps of Engineers permit application is anticipated to be submitted late this month or early October 2024.

Oct/Nov 2024

The EOR meet with DeSoto County building permitting department for a pre-application meeting. The PR3 Volume 1 draft 404 permit was submitted to the USACOE and a pre-application meeting scheduled. An early procurement package was assembled for pipeline procurement, and another is being worked on for long-lead electrical equipment. The FDEP Environmental Resource Permit response to their Request for Additional Information was submitted. Weekly meeting are being held with the EOR (HDR/Hazen), CMAR (Archer-Western), SWFWMD, and the Authority to streamline the design and implement early works packages.

***PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
December 4, 2024***

**ROUTINE STATUS REPORTS
ITEM 4**

Regional Integrated Loop System Phase 2B Interconnect Project

Project Status Report

Project: Regional Integrated Loop System Phase 2B Interconnect Project

Date: December 4, 2024

Prepared by: Chris Rogers, Project Manager III

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 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 5th, 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.

- 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 and 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 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.
- 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.
- 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 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. Woodruff and Sons, Inc. submitted the 30% Basis of Design Report and 30% Design Drawings updates to the Authority for review.

- May 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). 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. 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 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). 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.
- July 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. A meeting was 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 include Sarasota County Parks and Utilities Departments, Woodruff & Sons and the Authority. A 60% Guaranteed Maximum Price (GMP) Kick Off meeting will be held with Woodruff & Sons, SWFWMD and the Authority.
- August 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, 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 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.
- 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.
- December 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.
- January 2024, the FDEP Public Water System Permit was approved for Segment 1 of the Phase 2B Project on Hillsborough Blvd. The third-party review conducted by Black & Veatch was approved at the SWFWMD Board Meeting. Also in this period, the FWC Gopher Tortoise Relocation Permit and the Charlotte County ROW Use Permit were approved for Segment 1. The Phase2B Preconstruction Meeting was held virtually on January 29, 2024.

Progressive Design Build - Phase 2 – Final Design and Construction Efforts

- February 2024 - 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 Right-of-Way began on February 12, 2024, and was followed with the installation of silt fencing along the same extent. Easement acquisition work for Segment 3 pipe alignment is ongoing.
- March 2024 – Through the end of March, Woodruff & Sons has installed approximately 1275 linear feet of the 42-Inch steel pipe starting at the Serris meter station working westward along the southern Right-of-Way of Hillsborough Blvd. The pipe joint welds have been completed through pipe number 48 or approximately the first 1125 LF. American Pipe deliveries have pipe material on the ground through pipe number 152 or approximately 3700 LF. Segment 3 Easement Acquisition work continues.
- April 2024 – As of April 30th, pipe materials are placed on the ground for the approximate first 6500 LF. Woodruff & Sons has installed pipe through pipe mark #178 which equates to 4200 LF. The Morning Star Waterway crossing was completed. Open cut of Yorkshire Street was completed including restoration and was reopened to traffic. The pipe joints have been welded through pipe mark #175. Silt fencing has been installed up to station 168+90 and well points

are in place through station 150+00. On April 29th, restoration efforts began along the Hillsborough Blvd corridor.

- On April 6th - Materials were received onsite for the Charlotte County parallel 8-Inch pipeline and pipe installation began on April 10th, with approximately 1810 LF completed in April.
- May 2024 – As of May 31st, pipe material has been received for the first 8917 LF. Woodruff & Sons has installed pipe through mark #272 which represents installation of 6650 LF of 42-Inch steel pipe. During this period, 2544 LF of Charlotte County’s 8-Inch line was installed for a total of 4354 LF to date.
- June 2024 – An additional 2092 LF of 42-Inch pipe was delivered to the project site. Woodruff & Sons installed 1330 LF of 42-Inch pipe for a total of 7980 LF installed to date. An additional 1426 LF of Charlotte County’s 8-Inch WM was installed for a total of 5780 LF. Both WM’s are completed up to Project Station number 183+00. Permitting work continues in Segment 2 and 3 and Easement acquisition work continued for Segment 3.
- July 2024 – During this period, Woodruff & Sons installed an additional 1670 LF of 42-Inch steel pipe for a total to date of 9650 LF. The Charlotte County 8-Inch WM installation for this period was 1739 LF for a total to date of 7519 LF.
- August 2024- As of August 31, Woodruff & Sons has installed an additional 1050 LF of 42-Inch pipe for a project to date total of 10,700 LF. During this period, an additional 1100 LF of the Charlotte County 8-Inch parallel WM was installed for a total of 8619 LF. During this period, 8 driveways were restored, the existing 12” AC pipe and Tee’s were removed in the areas near Theresa Blvd, Pelton Court, and Musgrove Street. Theresa Blvd road asphalt was repaired and reopened.
- September 10, 2024, Project total for installed pipe is 11,381 LF of the 42-Inch steel pipe and 9000 LF of the parallel 8-Inch PVC water mains. Easement acquisition work continues.
- September 26 - through October 9, 2024 – Hurricanes Helene (Sept. 26th) and Milton (Oct. 9th) interfered with project progress and project’s meetings.
- October 2024 – To date 15,975 LF of the 42-Inch steel pipe and associated fittings has been delivered to the project site and invoiced to the Authority at a cost of approximately \$3.5M, of which 14,730 LF has been installed by Woodruff & Sons. Project to date, a total of 12,400 LF of the Charlotte County 8-Inch parallel WM has been installed.
- November 1, 2024 – The Myakka State Forest easement(s) received final approval at the DEP Acquisition and Restoration Council (ARC) meeting. A net positive benefit of 1.5 times the appraised value of \$82,100 is required to satisfy remaining terms of the easement approval.
- November 13, 2024 – To date in November, Woodruff & Sons has installed an additional 870 LF of 42-Inch steel pipe for a project to date total of 15,600 LF.

Peace River Manasota Regional Water Supply Authority Regional Vision for 2042



***PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
December 4, 2024***

**ROUTINE STATUS REPORTS
ITEM 5**

Regional Integrated Loop System Phase 3C Interconnect Project

Project Status Report

Project: Regional Integrated Loop System Phase 3C Interconnect Project

Date: December 4, 2024

Prepared by: Brian P. Bates, P.E., Project Engineer III

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.

History of Project Development

Phase 3C Feasibility and Routing Study Solicitation for Qualifications

On June 23, 2020, a request for qualifications for a feasibility and routing study was advertised. Eight firms submitted qualifications on time. On August 11, 2020, three firms were shortlisted, based on Statement of Qualification, by the Authority Professional Selection Evaluation Committee (PSEC) for presentations and interviews. On September 2, 2020, Wade-Trim, Inc. was selected by the PSEC after presentations and interviews. The PSEC selection was approved by the Board on September 30, 202 and the professional services contract for Wade-Trim, Inc. on the feasibility and routing study was approved by the Board in December of 2020. The study was completed, and the results accepted by the Board in April 2022. The milestones of this study are detailed in the June 2022 Routine Status Report, Item 6.

Progressive Design-Build Solicitation for Qualifications

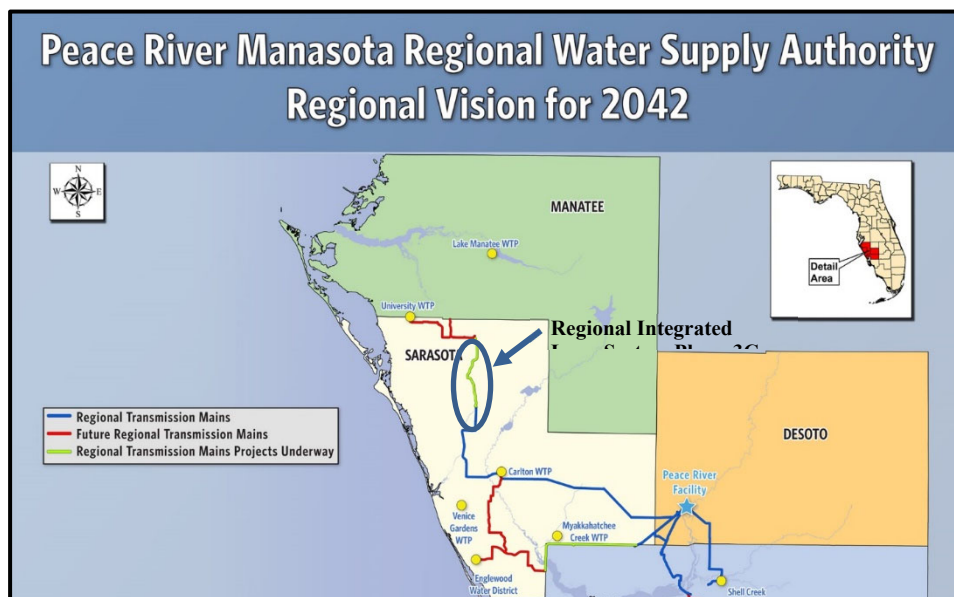
On May 24, 2022, a request for qualifications for Progressive Design-Build Services was advertised. Four Design-Build Teams submitted qualifications on time. On June 30, 2022, all four teams were shortlisted, based on the Statement of Qualification, by the Authority Professional Selection Evaluation Committee (PSEC) for presentations and interviews. On July 14, 2022, the Garney Companies, Inc., Progressive Design Build Team was selected by the PSEC after presentations and interviews for the Phase 3C project. On August 3rd, 2022 the Board approved the PSEC recommendation of Garney Companies, Inc. Design-Build Team for the Regional Integrated Loop System Phase 3C Pipeline Project.

- August 3, 2022 – The Board Approved the PSEC’s recommendation of Woodruff & Sons Inc., Design-Build Team for delivery of the Regional Integrated Loop System Phase 2B Pipeline. Staff began preparation of the Contract Documents on August 5th, 2022.
- September 2022 – Staff continues to negotiate Contract Documents including the Agreement, General Conditions, Exhibits, and Phase 1 Design Services Fee for the Project. The Regional Integrated Loop System Phase 3C Pipeline Project – Phase 1 Services Contract will be presented to the Board for approval at the October 5, 2022, meeting.
- 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 through 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 4th. A second pipe crew has been mobilized to the site.
- April 2024 – Approximately 7,798 linear feet of 42" steel pipe installed. On April 4th a baby eagle was spotted in an eagle's nest within the construction zone. As long as eagles occupy the nest, we cannot work within 660' radius surrounding the nest without a permit. Garney plans to avoid the need for a permit by working outside of the 660' radius, Ardurra staked out the 660' radius. Continue working to obtain easements.
- May 2024 - 10,882 linear feet of 42" steel pipe installed through May 10th.
- May 22, 2024 – Ardurra reported no sighting of the eaglet over the past several days and a drop off of adult visitation for feedings. U.S. Fish & Wildlife Service stated if the adults are no longer bringing food to the nest the chick is likely deceased, and work can proceed without disturbance being an issue. An abandoned helicopter landing pad and in ground fuel tank has been identified in the path of the pipeline and will need remediation. Garney and Ardurra working on producing 30% design of 3A Pump Station Improvements due August 1st then Black and Veatch will perform third part review required by the District.

Regional Integrated Loop System Phase 3C Pipeline Project
December 4, 2024

- June 2024 – 12,190 linear feet of 42” steel pipe installed through June 7th. Brown and Caldwell working with environmental attorney to obtain approval from FDEP to remove fuel tank. Garney working with subcontractor Petrotech to schedule fuel tank removal.
- July 19, 2024 – 15,201 linear feet of steel pipe installed.
- August 2024 – Black and Veatch (B&V) Third Party Review for 30% design of 3A Booster Station Improvements has begun. Gathering information requested by B&V.
- August 26, 2024 - Petrotech mobilizing and started underground fuel tank removal, completing the effort September 3rd.
- September 12, 2024 – 17,893 linear feet of steel pipe installed to date. DB Team drafting scope to bring design of the 3A Booster Station Improvements project to 100%.
- September 26 through October 9, 2024 – Hurricanes Helene (Sept. 26th) and Milton (Oct. 9th) interfered with project progress and project’s meetings.
- October 21, 2024 – Virtual meeting to discuss tank placement at Carlton Booster Station Improvements.
- October 24, 2024 – Progress meetings held for both Carlton Improvements & 3C Pipeline project. Ardurra proposed a tank location with 40’ between tanks. On 3C Pipeline project, approximately 21,557 LF of pipe installed. Offer made and accepted on remaining needed easement.
- November 7, 2024 - Progress meetings held for both Carlton Improvements & 3C Pipeline projects. Garney has Amendment to move forward with 60% - 100% design of booster pump station, Notice to Proceed sent 10/28/2024. On 3C Pipeline project, approximately 25,257 LF of pipe has been installed to date.



***PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
December 4, 2024***

**ROUTINE STATUS REPORTS
ITEM 6**

Peace River Facility Expansion

Project History Briefing

Project: Peace River Facility Expansion

Date: December 4, 2024

Prepared by: Brian P. Bates, P.E., Project Engineer III

The following information summarizes the project description and current status.

Project Description

The Peace River Facility (PRF) has a currently permitted finished water treatment capacity of 51 million gallons per day (MGD). Based on an analysis of projected future water demands, the Authority identified that a 24 MGD maximum day demand (MDD) expansion of the PRF would be required to meet its finished water contractual delivery obligations to its four members, consisting of Charlotte, DeSoto, Manatee and Sarasota counties, and single customer, the City of North Port, over the current planning horizon. The Authority retained Brown and Caldwell (BC) to prepare the Design Criteria Package (DCP) to outline critical considerations and design elements for the 24 MGD expansion.

On June 5, 2024 the Board of Directors signed a contract with the Design Build Team of Wharton-Smith and Hazen and Sawyer to move forward with the project.

Project Development

July 11, 2024 - The Design-Build Team visited the PRF to become familiar with the facility and talk with key personnel.

Authority Staff are currently working with the Design Build Team gathering information and scheduling workshops needed to move forward with the design of the project.

Surveyors are currently on-site gathering above-ground information. Below ground exploration using ground penetrating radar is scheduled to begin the week of July 29th.

The Design Build Team' goal is to have a Guaranteed Maximum Price (GMP) to present at the April board meeting.

July 30, 2024 – Held workshop to review design approach for electrical power supply and electrical systems. Also discussed instrumentation controls.

August 13, 2024 – Workshop to review design approach for filter and pumping systems, PAC, rapid mix, flocculation and sedimentation systems.

August 15, 2024 – Workshop to discuss design approach for solids thickening and dewatering systems, chemical systems and disinfection.

August 20, 2024 – Workshop to review design approach for site civil improvements and initial permitting plan.

September 5, 2024 – To date surveyors have picked up over 7,000 points identifying existing utilities around the plant site.

September 17, 2024 – Meeting with Plant Expansion and PR3 teams to discuss Electrical Master Plan and tasks associated with each team.

September 27, 2024 – Authority and Brown and Caldwell discussing details of pre-treatment design shown in Design Criteria Report and how they differ from Hazen and Sawyer's current design.

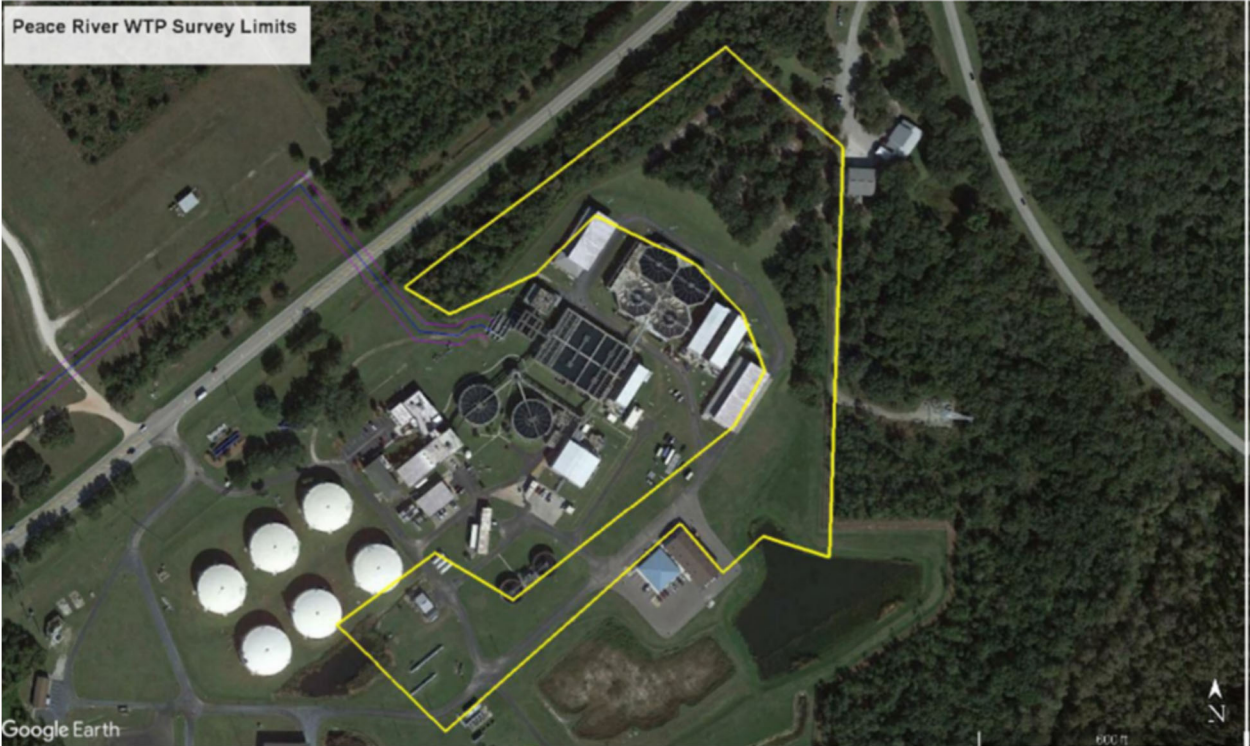
September 30, 2024 – Working to schedule meeting with Hazen and Sawyer to discuss overall technology approach.

October 4, 2024 - All survey and Subsurface Utility Engineering (SUE) work has been completed, still have a few flags to pick up.

October 8-10, 2024 – Hurricane Milton interrupting progress.

October 24, 2024 – Gopher tortoise relocation begins.

November 5, 2024 – Seven tortoises relocated, obtaining quotes to clear property for expansion project. Scheduled Teams meeting to discuss plate settlers with a plant in North Carolina that has used JMS plate settlers for 3 years.



***PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
December 4, 2024***

**ROUTINE STATUS REPORTS
ITEM 7**

Partially Treated Surface Water ASR Feasibility Study

Project Status Report

Project: Partially Treated Surface Water ASR Project at Peace River Facility

Date: December 4, 2024

Prepared by: Kris Ramon, Project Manager III, Water Resources and Planning

Project Description

In September 2023 the Authority received an Underground Injection Control (UIC) permit from the Florida Department of Environmental Protection (FDEP) that would allow use of Partially Treated Surface Water (PTSW) rather than fully treated drinking water for Aquifer Storage and Recovery (ASR) provided that a rigid set of water quality conditions can be met at the ASR wellheads and in the aquifer. Ascertaining whether PTSW ASR is a viable alternative under these permit conditions requires preliminary design of facilities and pilot testing of the partial treatment process.

A request for professional services for this work was advertised in February 2024. One Statement of Qualifications was received (from AECOM Technical Services, Inc.) and evaluated by the professional services evaluation committee. At the April 2024 Authority Board meeting, staff received authorization for the Executive Director to negotiate a contract, scope and fee with AECOM for Engineering Design and associated professional services for the PTSW ASR Project. The contract, scope and fee were presented and approved by the Board at the June 5, 2024, Board meeting. Funds for this portion (Phase 1) of the project are derived entirely from a \$1.0M FDEP grant.

Current Status

Work Order No. 1 (Professional Services for the Partially Treated Surface Water ASR Project) with AECOM Technical Services, Inc. was issued on June 6, 2024, and includes: 1) Project and Quality Management; 2) Data Collection; 3) Pilot Testing and System Reliability Modeling; and 4) Preliminary Engineering. Work efforts are scheduled for completion by April 2025. The Project is currently on schedule and on budget.

Project History Briefing

Project: Partially Treated Surface Water ASR Project at Peace River Facility

Date: December 4, 2024

Prepared by: Kris Ramon, Project Manager III, Water Resources and Planning

The following information summarizes the historical milestones and key events to date for Work Order No. 1 - Professional Services for the Partially Treated Surface Water ASR Project.

- June 2024** Board approved Work Order No. 1 Professional Services for the Partially Treated Surface Water ASR Project for a not to exceed amount of \$995,888 on June 5, 2024. A Project Kickoff meeting was held on June 11, 2024. Progress Meeting No. 1 was held on June 27, 2024.
- July 2024** A site visit for logistics related to implementation of the PTSW ASR Pilot was conducted on July 1. Progress Meeting No. 2 was conducted on July 25, 2024.
- August 2024** The pilot testing unit was delivered to the Plant on August 13. Equipment installation and preliminary testing/pilot operation was initiated. Progress Meetings No. 3 and 4 were conducted on August 8 and 29, 2024, respectively.
- September 2024** Full time operation of the pilot testing unit began in early September. Progress Meeting No. 5 was held on September 19, 2024.
- October 2024** Full time operation of the pilot testing unit continued through October with a brief shutdown early in the month during Hurricane Milton. Preliminary pilot results were discussed during Progress Meeting No. 6 held on October 17, 2024.
- November 2024** Full time operation of the pilot testing unit continued during November. A third filtration media was incorporated into the testing protocol during November. Pilot results were discussed during Progress Meeting No. 7 held on November 21, 2024.

***PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
December 4, 2024***

**ROUTINE STATUS REPORTS
ITEM 8**

Peace River Basin Report



**Manson
Bolves
Donaldson
Tanner**

Attorneys at Law
Integrity•Intelligence•Diligence

MEMORANDUM

TO: Board Members and Richard Anderson
FROM: Doug Manson, Laura Donaldson, and Paria Shirzadi Heeter
RE: Peace River Basin Report
DATE: November 15, 2024

Mosaic Fertilizer, LLC—South Fort Meade Mine

On August 27, 2024, the Department of Environmental Protection (“DEP”) received an application to modify Mosaic Fertilizer, LLC’s (“Mosaic”) environmental resource permit (permit no. MMR_221122-019, as modified by MMR_221122-022, -024, -025, -027, -033, and -037) (“ERP”) and conceptual reclamation plan (“CRP”) for its South Fort Meade Mine to formally incorporate approved final reclamation designs. The effect of the ERP and CRP modification is to incorporate mine-wide post-reclamation topography, drainage basins, streams, and land uses/covers data that reflect the approvals received from DEP since 2019. Mosaic also submitted an updated hydrologic and hydraulic model that incorporates the revised mine-wide post-reclamation topography, drainage basins, streams, and land uses/covers in order to demonstrate no adverse impacts due to the conceptual reclamation designs. On September 25, 2024, DEP issued a request for additional information (“RAI”) asking Mosaic to provide revised CRP maps, CRP tables, and ERP maps and tables.



The South Fort Meade Mine areas covered by this permit application are located in north-central Hardee County, Florida, south of the Hardee/Polk county line, east of Bowling Green, and northeast of Wauchula, and are wholly located in the Peace River watershed.

Mosaic Fertilizer, LLC—Green Bay Facility

On December 14, 2023, Mosaic submitted a renewal application to DEP for renewal of its National Pollutant Discharge Elimination System (“NPDES”) permit for the Green Bay Facility (File No. FL0000752). The application for the NPDES permit renewal (and its supporting information) totals over 800 pages and 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 performed by Cardno. On October 16, 2024, DEP issued a notice of draft permit (FL0000752-025) for the NPDES renewal. Notice of the draft permit was published on October 22, 2024. The permit renewal continues the existing surface water monitoring program for the facility and groundwater requirements to protect both surface and ground water resources.

On November 6, 2024, EPA submitted a comment on the draft permit suggesting that DEP increase the Chronic Whole Effluent Toxicity Testing (for outfall 001 that discharges process wastewater) frequency from annually to quarterly to capture representative seasonal samples in order to be more protective of the receiving water body.



The Green Bay Facility is located in Bartow, Polk County, just outside of, but near the boundary of, the Peace River watershed, and the topography of the area is governed by the Sweetwater Branch and Six Mile Creek flowing easterly to the Peace River.

Mosaic Fertilizer, LLC—South Pasture Facility

On October 15, 2024, DEP gave notice of its intent to issue a renewal permit (FL0040177-033) in response to Mosaic’s October 24, 2019 application to DEP to renew its existing South Pasture Mine Permit, to operate an existing phosphate mine facility. Notice of DEP’s intent to issue the permit was published on October 24, 2024. Operations at the site include phosphate mining and beneficiation facilities, phosphatic clay settling areas, sand/clay mix disposal areas, sand tailings disposal areas, and a mine water recirculation system. The mine property consists of 17,734 acres and includes 7,512.8 acres (of which 6,418.2 acres will be mined) of property referred to as the South Pasture Extension. The matrix and associated mine water from this property will be transported via pipeline across the Wingate and Fort Green mines to the Four Corners beneficiation plant. A hydrological connection exists between the South Pasture Mine, the Mosaic Fort Green/Payne Creek Mine (FL0027600), Wingate Creek Mine (FL0032522), and Four Corners Mine (FL0036412). This permit authorizes the transfer of surplus water for environmental safeguard and management purposes between the above referenced facilities.

The permit requires compliance with Florida water quality standards, includes groundwater monitoring requirements, and authorizes the discharge of excess treated wastewater from the South Pasture Facility’s activities through existing Outfalls D-004 and D-005, which discharge to the Shirrtail and Doe branches of Payne Creek, which is located within the Peace River watershed. This



permit also includes the previously authorized three additional outfalls (Outfalls D-006, D-007, and D-008), which will discharge to Troublesome Creek, Brushy Creek, and Lettis Creek, respectively, when constructed and operating. The three additional outfalls (D-006, D-007, and D-008) authorized to be constructed are associated with the extension of dragline strip mining and associated mining activities in the South Pasture Extension. Construction of the additional outfalls will re-route and distribute the existing discharge from the existing Outfalls D-004 and D-005 through all five outfalls, effectively maintaining the same discharge from the site.

The South Pasture Facility is located at 2220 Mine View Road Bowling Green, in Hardee County, Florida, and is located within the Peace River watershed.

Mosaic Fertilizer, LLC—Bartow Facility

On November 6, 2024, DEP issued a notice of draft permit for Mosaic’s Bartow Closed North Stack (No. FLA267911-008) for the renewal of its existing permit for the continuation of closure operations and long-term care requirements for the closed north phosphogypsum stack. The permit includes monitoring of associated internal onsite surface water and continuation of the existing groundwater monitoring plan to monitor discharge to ground waters from the Bartow Chemical Complex. The facility also has coverage under a multi-sector generic permit [FLR05B883-004] for stormwater discharge associated with industrial activity.

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. In addition to renewal, the application also requested a permit revision for authorization to construct the Phase IV Gypsum Stack Extension (“Phase IV Extension”). The Phase III Gypsum Stack Extension (“Phase III Extension”) was authorized as part of the revised permit issued in October 2021 as FL0036421-022 for construction of the Phase III Extension. The proposed Phase IV Extension has a total area of 320 acres and abuts the south side of the Phase III portion of the South Gypsum Stack, and is comprised of: (i) 226 acres for gypsum stacking; (ii) 23 acres of perimeter containment dikes and toe roads; and (iii) 71 acres of stormwater drainage ditches and access roads. Of the 320 acres, 35 acres are coincident with the existing Phase III Extension, resulting in a net change in area of 285 acres from the Phase IV Extension. The application also requested a change to the Outfall D-006 wastewater system to relocate an existing 4,100-foot-long reach of a drainage ditch to accommodate construction of the proposed Phase IV Extension. Later, in response to an RAI, Mosaic stated that it had elected to withdraw the request to revise the existing permit to include authorization to construct the Phase IV Extension (but see the below paragraph). On February 6, 2024, DEP gave notice of its intent to issue the permit and, on March 25, 2024, DEP issued the final permit (FL0036421-023).



On February 15, 2024, Mosaic submitted an engineering report to support the Phase IV 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; hydrogeologic and geotechnical evaluations; design and construction recommendations; 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; and technical construction specifications. On February 20, 2024, Mosaic submitted its application for a major modification (the Phase IV Extension) of its NPDES permit (FL0036421-024). On March 21, 2024, DEP issued a RAI, which Mosaic responded to on April 18, 2024, asking for additional information regarding the following: seismic methods and results for the site and methods used to resolve possible anomalies and previous sinkhole issues for the site. On June 21, 2024, DEP deemed the application complete, and published notice of the application on July 8, 2024. On October 11, 2024, DEP issued a notice of draft permit for the NPDES major modification (FL0036421-024).

Additionally, on April 19, 2024, Mosaic submitted an ERP application (File No. MMR_368162-007) (“borrow pit ERP”), to DEP for construction of an approximately 265-acre borrow pit at the New Wales Facility. The project area consists of formerly mined phosphate lands reclaimed as upland habitat with isolated pockets of wetland that will not be disturbed as part of this project. The ERP application proposes to construct a sand borrow pit located immediately south of the existing



New Wales phosphogypsum stack. The borrow from this pit will be used as fill material for future phases of gypsum stack construction to the west of the pit. Excavation and hauling operations will be utilized to remove sand down to a specified elevation to be hauled and used within the New Wales facility. On May 13, 2024, DEP issued a RAI regarding the borrow pit ERP application, which Mosaic responded to on June 7, 2024. On July 10, 2024, DEP issued a second RAI regarding this application. Mosaic submitted its response to the second RAI on October 7, 2024.

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 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.

Mosaic Fertilizer, LLC—Ona Mine

In October 2023, Mosaic submitted an application to DEP for an ERP modification (MMR_0169281-024) and conceptual reclamation plan modification (MMR_0169281-025) 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 (adding a total of 178.3 acres and removing 47.4 acres); reclassify an additional 2.8 acres within the Ona Mine boundary and corresponding ERP area from “undisturbed” to “disturbed”; expand the surface water management (perimeter ditch and berm) system to encompass the expanded mine boundary/project 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, and that the proposed activities to be conducted on the 2023 Ona Infills are identical to those currently authorized on the Ona Mine (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 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; the maps submitted with the



application; the Payne Creek plan submitted with the application (the RAI states that the plan is substantially different from what is currently approved and that it is not clear if it provides the same level of regional benefit); the revised stream report; the Infills mitigation plan; and its clay disposal plan/schedule. On May 20, 2024, Mosaic submitted its response to the RAI, including: a 65-page supplemental information document; a revised stream mapping, assessment and reclamation design guidance document; and a revised hydrologic and hydraulic evaluations report. On June 19, 2024, DEP issued a second RAI, which Mosaic responded to on October 4, 2024 (including a revised Payne Creek Restoration Report). The RAI response submittal letter also states that “Mosaic is working with Hardee County to consolidate the local South Pasture and Ona Master Mine and Reclamation Plans into a single set of approvals.”

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.

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”). The application explains the nature of the business as “closed phosphogypsum stack monitoring and maintenance, citrus farming and cattle production.” 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 March 22, 2024, DEP deemed the application complete. On April 29, 2024, Estech submitted an updated/re-labeled figure depicting the surface water sampling locations pursuant to a request from DEP. As of the date of this Report, no new documents have been added to the DEP Oculus site for this application. 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 August 15, 2024, New Florida Ventures submitted a response to a RAI issued by DEP. The submittal included a Borrow Pit Excavation Plan, explaining the mining activities, the stormwater management system, and outlining the process necessary to protect the wetland areas located on the property. As of the date of this Report, no new documents have been added to the DEP Oculus site for this application.

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. New Florida Ventures proposes to excavate, process and haul an approximately additional 1,106,819 CY of fill (a total of 2,906,819 CY) and to expand the mine boundary in this permit modification. 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 site's existing cells 2 and 3 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 over ten 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 states the mining activities as well as the stormwater management system will meet or exceed current regulatory requirements during mining operations. On March 28, 2024, DEP issued a RAI requesting changes and additional information related to the engineering report, engineering and hydrology, excavation plans, and reclamation plans. On August 16, 2024, Three Suns Ranch LLC submitted its response to the RAI. On September 19, 2024, DEP issued a second RAI, which included several repeat comments from



the first RAI, as well as new comments/requests regarding the new information that was submitted in response to the first RAI.

The project site is located in Punta Gorda, near the Peace River.

Desoto Recycling and Disposal, LLC—Class I Landfill

On July 31, 2024, DEP gave notice of its intent to issue a construction permit modification (no. 331236-011-SC-01) and operation permit modification (no. 331236-012-SO-01) to Desoto Recycling and Disposal, LLC for its Desoto Recycling and Disposal Landfill. The modification includes the conversion of Cell 9 and Cells 12 through 18 to Class I. It also includes the construction and operation of those cells and leachate storage ponds for the Class I cells. The prior permits for this project only authorized a Class III landfill.

On August 19, 2024, a petition for administrative hearing was filed with DEP by Fourmile Island, Inc. challenging the notice of intent to issue the permit modification. On September 4, 2024, another petition was filed (by J&L Triple B Ranch) challenging this permit modification and requesting an administrative hearing. Between August and November 4, 2024, several other parties have filed multiple requests for extensions of time to file petitions for formal administrative hearing on the permit. The latest requests for extension of time request an extension through December 4, 2024.

The total combined waste disposal footprint of the Landfill is 173.6 acres and is located at 13620 NE Highway 70, Arcadia, Florida and is located within the Peace River watershed.



**Manson
Bolves
Donaldson
Tanner**

Attorneys at Law
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Alico, Inc.—TRB Excavation

On September 27, 2024, notice was published of DEP’s receipt of an ERP application from Alico, Inc. to construct an approximately 145.93-acre stormwater management system for a new sand mining operation. The estimated life of the mine, including reclamation, is ten years. The project will entail 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 project is located in Punta Gorda and is within the watershed of the Peace River Basin.

Kye Bishop—Bishop Excavation

On September 27, 2024, notice was published of DEP’s receipt of an ERP application from Kye Bishop to construct an approximately 159.49-acre stormwater management system for a new sand mining operation. The estimated life of the mine, including reclamation, is ten years. The project will entail extracting shell and rock 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 project is located in Punta Gorda and is within the watershed of the Peace River Basin.

TMV Properties—Waterside Restoration

On September 15, 2024, notice was published of DEP’s receipt of an ERP application from TMV Properties to construct an approximately 281.25-acre stormwater management system for a new sand mining operation. The estimated life of the mine, including reclamation, is ten years. The project will entail 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 project is located in Punta Gorda and is within the watershed of the Peace River Basin.

CEMEX Construction Materials Florida, LLC—Lake Wales South Mine

On May 20, 2021, CEMEX Construction Materials Florida, LLC (“CEMEX”) submitted an application to DEP to modify its ERP (MMR_237608) for its existing Lake Wales South Mine. The application proposes to expand the mining footprint and mine plan for the portion of the operation south of State Road 60, explaining that due to additional drilling, several areas of additional reserves, totaling approximately 48 acres, have been identified along the extents of the previously approved surface water management system. The additional areas will result in an increase of the approved surface water management system, south of State Road 60, from approximately 294 acres to approximately 342 acres. The application states that the proposed activities will not occur in nor discharge into any waterbodies.

The modification will extend the mining area eastwardly (approximately 48.2 additional acres) within the existing mining property south of State Road 60 providing sand reserves for continued supply to construction grade aggregates for local and regional infrastructure projects. The extension is for continued mining reserves to be processed at the existing processing plant, located on the north side of State Road 60, and will not increase production rate nor truck traffic. The project proposes to impact three small isolated depressional wetlands located within the proposed mining extension area.



The existing sand mine is currently operating under ERP MMR 0237608-009. Sand is mined by using a hydraulic dredge within upland sandy areas to produce sand products for business and industry throughout the region. Unmarketable sand is redeposited in the mined lakes and is used in the subsequent reclamation process.

The Lake Wales Sand Mine is located on the north and south sides of State Road 60 near the City of Lake Wales. The project appears to be located in or near the Lake Wales Ridge area, which is the easternmost extension of the upper Peace River basin.

NC Real Estate Projects, LLC —Water Use Permit

On May 8, 2024, NC Real Estate Projects, LLC submitted a water use permit (“WUP”) modification application (no. 21107.001) to the Southwest Florida Water Management District (“SWFWMD”) requesting an increase in annual average quantity from 0.4775 million gallons per day (“mgd”) to 1.3496 mgd and an increase in the authorized peak month quantity from 0.621 mgd to 2.041 mgd. The proposed modification adds additional residential development area to the south of the current service area, and also states that forty-four former golf holes will be converted into new commercial and residential areas. On June 6, 2024, SWFWMD issued a RAI to the applicant containing nineteen items. The deadline for responding to the RAI has been extended to October 4, 2024. The applicant submitted its response to the RAI on October 4, 2024, and SWFWMD issued a clarification letter in response to the RAI submittal on November 1, 2024.

The permit is for public supply uses in Polk County and is located in the Southern Water Use Caution Area and Peace River 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. SWFWMD extended the deadline multiple times to respond to the RAI, and the RAI response was submitted on October 24, 2024. On November 13, 2024, SWFWMD issued a clarification letter in response to the RAI submittal.

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”). On October 22, 2024, SWFWMD issued the WUP modification. The total authorized annual average and peak month quantity from the three facilities remains 54.836 mgd and 70.374 mgd respectively. This modification authorizes a change to the groundwater flexibility at East County Wellfield from 3.1 mgd to 4.75 mgd.



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 groundwater



flexibility 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.

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.

Mosaic Fertilizer, LLC—Integrated Water Use Permit

On November 5, 2024, SWFWMD received a WUP letter modification application (No. 11400.035) from Mosaic to amend its Integrated Water Use Permit (“IWUP”). The modification is to add one new Upper Floridan Aquifer (“UFA”) withdrawal, that is to be located at the New Wales facility and used to support future underground injection control and as source water for intermittent miscellaneous construction purposes. This new withdrawal will serve as a replacement for an existing well that is located within the proposed footprint of the New Wales Phase 4 Gypsum Stack expansion. In addition, two monitor wells are proposed to be added to the IWUP as part of the requested letter modification.

The WUP is for an allocation of 69.6 mgd annual average and 87 mgd peak month for mining/dewatering and industrial/commercial uses in Hillsborough, DeSoto, Hardee, Manatee, Polk, and Sarasota Counties and is located in the Southern Water Use Caution Area, Dover Plant City Water Use Caution Area, and Peace River, Manasota, and Alafia River basins.

McClure Properties LTD—Water Use Permit

On July 26, 2024, SWFWMD received a WUP letter modification application (No. 6077.009) from McClure Properties LTD requesting to extend the duration of the permit by 10 years (with no change to previously permitted quantities). Although it was submitted as a letter modification, a



RAI from SWFWMD explained that the request needs to be submitted as a permit renewal application. The deadline for responding to the RAI has been extended to January 27, 2025.

The WUP is for an allocation of 3.0779 mgd annual average and 6.741 mgd peak month for agricultural uses in Manatee County and is located in the Southern Water Use Caution Area, and Manasota basin.

Cameron High Grove, LLC—Water Use Permit

On August 19, 2024, SWFWMD received a WUP modification application (No. 6409.009) from Cameron High Grove, LLC. The modification requests to combine all existing water use permits associated with the project site, reduce the irrigated acreage of citrus, and to add golf course irrigation and commercial/potable water uses to the project site. The modification application requests to increase total annual average allocation from 1.547 mgd to 1.665 mgd and decrease the peak month allocation from 6.9 mgd to 6.527 mgd. On September 17, 2024, SWFWMD issued a RAI regarding the application.

The WUP is for landscape/recreation, industrial and commercial, and agricultural uses in Highlands County and is located in the Southern Water Use Caution Area, and Peace River basin.

City of Haines City—Water Use Permit

On July 16, 2024, SWFWMD received a WUP renewal and modification application (No. 8522.013) from the City of Haines City. The modification application requests to renew the permit for a term of 20 years and to increase the total annual average allocation from 5.921 mgd to 14.585 mgd and the peak month allocation from 7.046 mgd to 17.357 mgd. The increase in allocation is based on updated population and demand projections (including new proposed developments). On



August 14, 2024, SWFWMD issued a RAI requesting additional information regarding the proposed developments, a shapefile of the proposed future service area boundary, an impact analysis, groundwater models, an updated water conservation plan, and water level data. The City submitted its response to the RAI on November 12, 2024.

The WUP is for public supply uses in Polk County and is located in the Southern Water Use Caution Area, and in the Green Swamp and Peace River basins.

Two Creeks Ranch LLC—Water Use Permit

On November 4, 2024, SWFWMD received a new WUP application (No. 21219.000) from Two Creeks Ranch LLC. The application requests a total annual average allocation of 1.116 mgd and a peak month allocation of 2.010 mgd. Although it is classified as a new WUP, the cover letter explains that the application is a straight partial transfer from an existing permit with no proposed increase in quantities.

The WUP is for agricultural uses in Manatee County and is located in the Most Impacted Area of the Southern Water Use Caution Area, and Manasota basin.

HMTA Real Estate, LLC—Water Use Permit

On September 24, 2024, SWFWMD issued a WUP modification (No. 6736.007) to HMTA Real Estate, LLC. The modification changes the use type from agriculture to landscape/recreation. The modification also increases the total annual average allocation from 0.3013 mgd to 0.8374 mgd and increases the peak month allocation from 1.114 mgd to 2.501 mgd.

The WUP is for landscape/recreation uses in Sarasota County and is located in the Southern Water Use Caution Area, and Manasota basin.