Florida Governmental Utility Authority
Board of Directors Meeting Agenda
Thursday, August 15, 2019 – 1:00 p.m.
Lehigh Acres Municipal Services Improvement District
601 East County Lane
Lehigh Acres, FL 33936

I - Call to Order

II - Invocation

III - Pledge of Allegiance

IV - Public Comment

V - Public Hearing
   PH 1 Approval of Resolution 2019-10 - Lehigh Mandatory Connection Assessment Roll

VI - Minutes
   M 1 Approval of the July 10, 2019 FGUA Special Board of Directors Meeting Minutes
   M 2 Approval of the July 18, 2019 FGUA Board of Directors Meeting Minutes

VII - Consent Agenda
   CA 1 Rejection of Bid Received by U.S. Water Services Corporation, and Recommendation to Waive the Competitive Procurement Requirements of the Amended and Restated FGUA Procurement Policy, for the North Fort Myers Lift Station Generators Project, FGUA Project No. NFP12, located in the North Fort Myers Utility System
   CA 2 Approval of Amendment No. 3 to T-Mobile Structure License Agreement at MacDill Air Force Base
   CA 3 Approval of Work Authorization No. JEI 19-04 with Johnson Engineering, Inc. for Professional Engineering Services relating to the Lehigh Acres Well Site Generator Project, FGUA Project No. LEP22, located in the Lehigh Acres Utility System
   CA 4 Approval of Budget Amendment 2019-13 for General Fund
   CA 5 Acceptance of the Conveyance Closeout Package for Westgate Lot 3 Self Storage, FGUA Developer Project No. 17-004 LED Located in the Lehigh Acres Utility System in Lee County, Florida and Authorization for Staff to Record the Conveyance Documents in the Public Records of Lee County, Florida

VIII - Finance and Administration
   FA 1 Approval of Amendment No. 1 to Work Authorization PRMG 19-06 with Public Resources Management Group, Inc. for Refinancing Effort of the Aloha/Seven Springs 2018B Series Outstanding Bonds
   FA 2 Update on NFM Pre-Closing on June 23, 2019
   FA 3 Other Items

IX - Operations
   OP 1 Other Items

X - Informational Items
   IN 1 Monthly Status Update on the FGUA Capital Improvement Project (CIP) Program
   IN 2 Monthly Status Update on the FGUA Community Outreach Program
   IN 2a Monthly Public Comment Follow-up Report
   IN 3 Monthly FGUA Inactive Account Collection Summary
   IN 4 Monthly Report on Executed Utility Infrastructure Conveyance and Service Agreements
XI - System Manager
SM 1   Flagler County Update
SM 2   City of Mascotte Update
SM 3   JEA Update
SM 4   LAMSID Update
SM 5   Approval of the West Region General Terms Agreement with U.S. Water Services Corporation
SM 6   Approval of the West Region Compensation Agreement with U.S. Water Services Corporation
SM 7   Other Items

XII - Utility Counsel
UC 1   Other Items

XIII - General Counsel
GC 1   Review of Director and Officer Annual Conflict of Interest Statement
GC 2   Review of Resolution Number 2012-18 Establishing a Policy for Conduct of Electronic Meetings of the FGUA Board of Directors
GC 3a  GSG CIP Fee Re-allocation
GC 3b  Approval of Budget Amendment 2019-12 for Pasco, Consolidated, and Lindrick
GC 3   Other Items

XIV - Board Items
BD 1   Other Items
Summary

Provided for the Board’s review and consideration is a Resolution adopting an updated assessment roll for the fiscal year beginning October 1, 2019 related to the Lehigh Acres Mandatory Wastewater Connection Program. The Board approved the initial assessment roll for the mandatory connection properties in 2010. The roll has been updated each year to address a number of changes including deletion of those that had paid in full, increases or decreases based upon the final costs of connection, and the addition of properties to the roll. The additions have been due to failure to connect to the system and enter into a financing agreement, or to requested changes to their financing plan.

This year’s final assessment roll has been amended to address the following changes since last year:

- Delete one (1) property from the roll due to payment in full over the past year;

As a brief reminder of the history of the mandatory connection program in Lehigh Acres, the FGUA Board of Directors approved moving forward with the program in 2009. The program affected 165 properties and included financing options to be made available to the affected property owners. The four (4) financing options available to the affected property owners were cash payment, 24-month interest-free, 60-month interest-free, and a 20-year financing plan. In addition to the properties that executed a 20-yr financing agreement with the FGUA, the final initial assessment roll that was adopted in 2010 included the properties that did not execute any type of financing agreement or cash payment to initiate the connection process. This approach was included in the enforcement policy approved by the Board at its May 2010 meeting.

Recommendation

It is recommended that the Board approve Resolution 2019-10 relating to the final assessment roll for the Lehigh Acres Mandatory Wastewater Connection Program.

Budget Impact

N/A

Board Action

Moved by: Seconded by: Action Taken:
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RESOLUTION NO. 2019-10

A RESOLUTION OF THE GOVERNING BOARD OF THE FLORIDA GOVERNMENTAL UTILITY AUTHORITY RELATING TO THE CONSTRUCTION AND FUNDING OF WATER AND WASTEWATER UTILITY IMPROVEMENTS WITHIN THE LEHIGH MANDATORY CONNECTION ASSESSMENT AREA; REIMPOSING SPECIAL ASSESSMENTS; APPROVING THE UPDATED ASSESSMENT ROLL FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2019; PROVIDING FOR COLLECTION OF THE ASSESSMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of Florida Governmental Utility Authority enacted Resolution 99-33, the Master Assessment and Procedural Resolution ("Master Assessment Resolution") to provide for the imposition of special assessments to fund the construction of water and wastewater Utility Improvements; and

WHEREAS, the Utility Connections Project for the Mandatory Connection Assessment Area is a Utility Improvement as contemplated in the Master Assessment Resolution; and

WHEREAS, special assessments to fund the construction of the Utility Connections Project are an equitable and efficient method of allocating and apportioning the Project Cost thereof among parcels of property that are specially benefited thereby;

WHEREAS, the Authority desires to continue collecting the Assessments using the tax bill collection method for the Fiscal Year beginning on October 1, 2019;

WHEREAS, in order to collect the Assessments for the Utility Connections Project for the Fiscal Year beginning October 1, 2019, the Master Assessment Resolution requires the Authority to adopt an Annual Assessment Resolution during its budget adoption process for each Fiscal Year, which establishes the rate of assessment and approves the updated Assessment Roll for the upcoming Fiscal Year, with such amendments as the Authority deems appropriate, after hearing comments and objections of all interested parties;
WHEREAS, the Assessment Roll has been updated to remove all Tax Parcels where the assessment has been fully paid;

WHEREAS, the updated Assessment Roll has heretofore been made available for inspection by the public, as required by the Master Assessment Resolution;

WHEREAS, notice of a public hearing has been published and mailed if required by the terms of the Master Assessment Resolution, which provides notice to all interested persons of an opportunity to be heard; the proof of publication being attached hereto as Appendix B; and

WHEREAS, a public hearing has been duly held on August 15, 2019 and comments and objections of all interested persons have been heard and considered as required by the terms of the Master Assessment Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF THE FLORIDA GOVERNMENTAL UTILITY AUTHORITY, AS FOLLOWS:

SECTION 1. RECITALS. The above recitals are true and correct and are hereby incorporated herein by reference.

SECTION 2. AUTHORITY. This Resolution is adopted pursuant to the Master Assessment Resolution, the Initial Assessment Resolution (Resolution No. 2010-31), the Final Assessment Resolution (Resolution No. 2010-32), Section 163.01(7)(g), Florida Statutes, the Amended and Restated Interlocal Agreement, and other applicable provisions of law.

SECTION 3. DEFINITIONS. This Resolution constitutes the Annual Assessment Resolution as defined in the Master Assessment Resolution. All capitalized terms not otherwise defined herein shall have the meanings defined in the Master Assessment Resolution, the Initial Assessment Resolution, and the Final Assessment Resolution.

SECTION 4. GENERAL FINDINGS. The legislative findings embodied in the Master Assessment Resolution, the Initial Assessment Resolution, and the Final Assessment Resolution are affirmed and incorporated herein by reference.
SECTION 5. APPROVAL OF UPDATED ASSESSMENT ROLL.

(A) The updated Assessment Roll is hereby approved and incorporated herein by reference.

(B) Additionally, the Assessment Roll, as approved, includes those Tax Parcels of Assessed Property that cannot be set forth in that Assessment Roll due to the provisions of Chapter 2019-12, Laws of Florida, concerning exempt “home addresses” under Section 119.074(d), Florida Statutes.

SECTION 6. ASSESSMENTS.

(A) It is hereby ascertained, determined, and declared that each Tax Parcel within the Lehigh Mandatory Connection Assessment Area is specially benefited by the construction of the Utility Connection Project in the amount of the maximum annual Assessment, as computed in the manner set forth in the Initial Assessment Resolution.

(B) Adoption of this Annual Assessment Resolution constitutes a legislative determination that all parcels assessed derive a special benefit in a manner consistent with the legislative declarations, determinations and findings as set forth in the Master Assessment Resolution, the Initial Assessment Resolution, and the Final Assessment Resolution of the Utility Connection Project to be provided and a legislative determination that the Assessments are fairly and reasonably apportioned among the properties that receive the special benefit as set forth in the Initial Assessment Resolution.

(C) The method for computing and apportioning the Assessments described in the Initial Assessment Resolution is hereby approved and found to be a fair and reasonable method of apportioning the Project Cost among the benefited properties.

(D) All Tax Parcels in the Lehigh Mandatory Connection Assessment Area shall be assessed the maximum annual rate computed in accordance with the Initial Assessment Resolution
and set forth in the updated Assessment Roll, if possible in accordance with Florida law, for the period of time previously established.

(E) The Assessments outlined in paragraphs (D) above for the Utility Connection Project set forth in the updated Assessment Roll, as herein approved, are hereby levied and imposed on all Tax Parcels described in the updated Assessment Roll for the Fiscal Year beginning October 1, 2019. Additionally, even though they may not be described in the Assessment Roll due to the provisions of Chapter 2019-12, Laws of Florida, Assessments are hereby levied and reimposed on all Tax Parcels in the Lehigh Mandatory Connection Assessment Area with exempt “home addresses” pursuant to Section 119.71(d), Florida Statutes, at the maximum annual rate computed in accordance with the Initial Assessment Resolution for the period previously established.

(F) Upon adoption of this Annual Assessment Resolution for each subsequent Fiscal Year:

(1) The annual Assessments shall constitute a lien against assessed real property equal in rank and dignity with the liens of all state, county, district or municipal taxes and other non-ad valorem assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other liens, titles and claims, until the ad valorem tax bill for such year is otherwise paid in full pursuant to the Uniform Assessment Collection Act. The lien shall be deemed perfected upon adoption by the Board of this Annual Assessment Resolution and shall attach to the real property included on the Assessment Roll as of the prior January 1, the lien date for ad valorem taxes.

(2) As to any Tax Parcel that is acquired by a public entity through condemnation, negotiated sale or otherwise prior to the adoption of the next Annual Assessment Resolution, the Prepayment Amount and accrued interest shall constitute a lien against assessed
real property equal in rank and dignity with the liens of all state, county, district or municipal taxes and other non-ad valorem assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other liens, titles and claims, until paid. The lien shall be deemed perfected upon adoption by the Board of the Annual Assessment Resolution and shall attach to the real property included on the Assessment Roll upon adoption of the Annual Assessment Resolution.

SECTION 7. COLLECTION OF ASSESSMENTS. The Assessments shall be collected pursuant to the Uniform Assessment Collection Act. Upon adoption of this Annual Assessment Resolution and each subsequent Annual Assessment Resolution for each Fiscal Year, the General Manager shall cause the certification and delivery of the Assessment Roll to the Tax Collector by September 15, in the manner prescribed by the Uniform Assessment Collection Act. The Assessment Roll, as delivered to the Tax Collector, shall be accompanied by a Certificate to Non-Ad Valorem Assessment Roll in substantially the form attached hereto as Appendix B.

SECTION 8. EFFECT OF ANNUAL ASSESSMENT RESOLUTION. The adoption of this Annual Assessment Resolution shall be the final adjudication of the issues presented herein and in the Master Assessment Resolution, the Initial Assessment Resolution, and the Final Assessment Resolution (including, but not limited to, the method by which the Assessments will be computed, the updated Assessment Roll, the levy and lien of the Assessments and the terms for payment of the Assessments) unless proper steps are initiated in a court of competent jurisdiction to secure relief within 20 days from the date of Board action on this Annual Assessment Resolution.

SECTION 9. ASSESSMENT NOTICE. The General Manager is hereby directed to record this Resolution as notice of the Assessments in the Official Records Book in the office of
the Lee County Clerk of Courts. The preliminary Assessment Roll and each annual Assessment Roll shall be retained by the General Manager and shall be available for public inspection.

SECTION 10. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

DULY ADOPTED this 15th day of August, 2019.

GOVERNING BOARD OF THE FLORIDA GOVERNMENTAL UTILITY AUTHORITY

(SEAL)

By:____________________________________
Chairman

ATTEST:

By:____________________________________
Secretary-Treasurer

APPROVED AS TO FORM:

By:____________________________________
Utility Counsel
APPENDIX A

PROOF OF PUBLICATION
APPENDIX B

FORM OF CERTIFICATE TO
NON-AD VALOREM ASSESSMENT ROLL
Notice is hereby given that the Governing Board of the Florida Governmental Utility Authority will conduct a public hearing to consider the continued imposition of non-ad valorem assessments against certain property located within the Lehigh Mandatory Connection Assessment Area (the 'Assessment Area'), as shown above, for the fiscal year beginning on October 1, 2019 and future fiscal years, and collecting the assessments on the ad valorem tax bill. The hearing will be held at 1:00 p.m. on August 15, 2019, at the Lehigh Acres Municipal Services Improvement District, 601 East County Lane, Lehigh Acres, Florida, 33936. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the Clerk of the FGUA Board at 877-552-3482 at least two (2) days prior to the date of the hearing. All affected property owners have a right to appear at the hearing and to file written objections with the Board within 20 days of this notice. Any person wishing to appeal any decision of the Board with respect to any matter considered will need a record and may wish to ensure that a verbatim record is made.

The Assessments have been imposed to fund the construction and installation of all laterals, pipes, pumps, plant capacity, and other facilities that are directly related to providing the property owners access to central wastewater treatment and disposal and/or potable water services. The assessment for each parcel of property within the Assessment Area is based upon the actual cost attributable to such parcel plus accrued interest and that parcel's fair share of assessment administration and collection costs. A more specific description is set forth in the Initial Assessment Resolution (No. 2010-31) adopted by the Board on July 15, 2010, the Final Assessment Resolution (No. 2010-32) adopted by the Board on August 19, 2010, and the Capital Project Assessment Procedure Resolution (No. 99-33) adopted by the Board on December 10, 1999. Copies of the Initial Assessment Resolution, the Final Assessment Resolution, and the Capital Project Assessment Procedure Resolution, and the updated assessment roll are available for inspection at the offices of the General Manager at 280 Wekiva Springs Road, Protegry Plaza, Suite 2070, Longwood, Florida 32779, or at the local FGUA office located at 9841 Bernwood Place Drive, Unit 120, Fort Myers, Florida 33966.

Annual assessments will be collected on the ad valorem tax bill. Failure to pay the assessment will cause a tax certificate to be issued against the property which may result in a loss of title. Future annual assessments may be prepaid at the option of the property owner.

If you have any questions, please contact the FGUA Board at 877-552-3482.

FLORIDA GOVERNMENTAL UTILITY AUTHORITY

AD# 3696837 July 25, 2019
Florida Governmental Utility Authority
Board Agenda Item
Thursday, August 15, 2019

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<td>Approval of the July 10, 2019 FGUA Special Board of Directors Meeting Minutes</td>
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Call to Order
Mr. Ken Cheek called the meeting to order at 10:30 a.m.

Invocation
Mr. Ken Cheek provided the invocation.

Pledge of Allegiance
Mr. Ken Cheek led the assembly in the Pledge of Allegiance to the flag.

Public Comment
There were no public comments.

General Counsel

GC 1  Consideration of Alternative Actions Following Arbitrator’s Award in Tahitian Gardens Condominium Association vs. FGUA

Mr. John Pelham reported to the Board on the Arbitrator’s Award in Tahitian Gardens Condominium vs. FGUA. The hearing in Nonbinding Arbitration was conducted on June 5 and 6, 2019. Ms. Susan Spurgeon has been the lead on the case. The Arbitrator’s Award, issued June 24, 2019, held that FGUA owns and has a duty to maintain the water system within the Condominium up to the shut off valves which were installed in 2010, located at or near the curb. The same determination holds true for the sewer lines, even though there are no shut off valves on them. The Condo Association is responsible for the lateral service lines (water and sewer) between the buildings and the shut off valves located near the curb. The Condo Association and claimed and had evidence for damages and recovery of court costs. The amount the Association had requested was $53,109.08. During arbitration the Association admitted that for $3,000, the Association did not have the evidence that this was within the lines and deemed to be the responsibility of the FGUA. The Association also asked for taxable costs assessed against the FGUA in the amount of $11,342.37. The arbitrator ruled for the Association on both of those issues. If within 20 days of the award and there is no action from the FGUA, the final judgement is entered based on the award. The 20-day deadline for filing a motion is July 15th. General Counsel will need to respond by July 15th if a motion is to be filed.
Mr. Pelham advised the Board that General Counsel disagrees with the arbitrator’s award but will not be recommending that the FGUA take any further action challenging the determination as to the ownership of the lines, forcemain and Lift Stations. Mr. Pelham has provided available alternatives to move forward. Mr. Pelham is recommending Items 1-4. Mr. Pelham read the recommendation and parts of the award for the record which would result in the FGUA accepting the arbitrator’s award as to ownership of the water and sewer system. The award and recommendations read as follows:

This award is entered in favor of the Plaintiff being Tahitian Gardens Condominium Association and against the defendant, the FGUA. The conclusion is that the defendant owns the water and wastewater systems to the shut off valves at or near the curb lines nearest the buildings with the duties to maintain them. The Plaintiff owns the lines from that point to the buildings with the corresponding duty to maintain them.

The arbitration award does not address the issue of the easements and there is a potential that this could be an open issue if the FGUA does not take further action regarding this. The Recommendation #2 allows for the General Counsel to file a motion for Rehearing in Arbitration as to whether FGUA has easements for operation and maintenance of the water and sewer systems. Recommendation #3 is to file an alternative Motion for Trial de Novo as to the Easement issues. Recommendation #4 is to continue to negotiate with the Association as to the Easement issues and its claims for damages and recovery of court costs. Since the arbitrator’s award, Ms. Spurgeon has had good communication with the Plaintiff’s Counsel and has come to agreement on the issue of the damages and taxable costs. The Condo Association and FGUA have come to agreement on the damages of $50,727.10 and taxable costs of $11,342.37 for a total of $62,069.56. The Association has voluntarily agreed to give the easements to FGUA. Mr. Michael Carballa asked whether there would be no cost for the FGUA to receive the easements. Mr. Pelham confirmed that there would be no cost involved. Mr. Carballa also asked if there are any other lines that are to be moved other than the one that is under the parking lot and if there are any other structures or lines that are to be relocated. FGUA is involved in the negotiation of costs if any, Mr. Pelham stated, and items will be addressed with the Association. The one area that he is aware of is a forcemain line off of Darlington which if there was a break could be problematic. There were no other concerns that there are any other issues. Mr. Carballa asked Mr. Mike Sweet to keep Pasco County in the loop as they may own the system in the future. Ms. Spurgeon stated that it has been agreed upon that there would be no replacement of structures, etc. or other repairs to relocate any lines. The street lines will be the responsibility of the FGUA to repave the streets. Mr. Ken Cheek asked with the issue of the easements can the FGUA go back and speak with the arbitrator regarding the easements. Ms. Spurgeon stated that General Counsel has not asked to meet with the arbitrator on this issue and there is case law to allow the FGUA can ask the court to bring the case back to the arbitrator to determine the issue of easements as the final order was for all issues. Mr. Bob Titterington asked if the $62,069.56 is the final number that the FGUA would be required to pay and not any additional amount. Mr. Pelham stated that at this time that is the final number however, if there are any changes in the amount, Mr. Pelham will present these to the Board at the August Board Meeting. Ms. Spurgeon stated that the final agreement with the Association will not be ready to be brought to the Board in August. Mr. Pelham recommend approval of Alternatives 1-4.

Mr. Michael Carballa motioned to approve the available alternatives 1-4. Mr. Shane Parker seconded the motion. The Board Clerk called the Roll of Board Members present and all were in favor and the motion was unanimously approved.

Board Items

BD 1 Other Item

Hearing no comments, Mr. Ken Cheek adjourned the FGUA Board of Directors meeting at 11.30 a.m.
Florida Governmental Utility Authority
Board Agenda Item
Thursday, August 15, 2019

Item

M 2 Approval of the July 18, 2019 FGUA Board of Directors Meeting Minutes

This item will be provided as a supplemental item.
Florida Governmental Utility Authority
Board Agenda Item
Thursday, August 15, 2019

Item

CA 1 Rejection of Bid received from U.S. Water Services Corporation, and recommendation to Waive the Competitive Procurement requirements of the Amended and Restated FGUA Procurement Policy, for the North Fort Myers Lift Station Generators project, FGUA Project No. NFP12, located in the North Fort Myers Utility System

Summary

Provided for your review and consideration is the proposed rejection of the bid received from U.S. Water Services Corporation, and recommendation to waive the competitive procurement requirements of the Amended and Restated FGUA Procurement Policy (Procurement Policy), for the North Fort Myers Lift Station Generators project, FGUA Project No. NFP12, located in the North Fort Myers Utility System. In accordance with settlement agreement OGC 18-0091 between the FGUA and the Florida Department of Environmental Protection (Department) dated October 5, 2018 the FGUA is required to purchase and install a minimum of two (2) additional permanent generators or auxiliary pumps at system lift stations. Additionally, the FGUA elected to offset related civil penalties outlined in settlement agreement by purchasing and installing an additional generator at another lift station within the utility system. The procurement and installation of this equipment is required to be completed by December 31, 2019.

On July 18, 2019 the FGUA Board authorized the purchase of three (3) generators and associated transfer switches for Lift Station No’s 78, 85, and 104 located in the North Fort Myers Utility System utilizing the Cooperative Procurement “piggybacking” provisions of the Procurement Policy in order to expedite procurement of the equipment. The North Fort Myers Lift Station Generators project was intended to provide construction services for installation and commissioning of this equipment.

On July 31, 2019 a total of one (1) bid was received for this project and reviewed by FGUA staff and the Engineer for the project, Johnson Engineering, Inc. (JEI). The sole bid received was submitted by U.S. Water Services Corporation in the lump sum amount of $220,927.12, nearly double JEI’s Opinion of Probable Construction Costs (OPCC) for the project of $115,000.00. Following the bid opening, JEI reevaluated the OPCC and confirmed it to be reflective of current market pricing. Accordingly, staff recommends the following:

- Rejection of the single bid received from U.S. Water Services Cooperation for the project, as supported by JEI in its attached letter, dated August 6, 2109, and;
- Waiver of the Competitive Procurement requirement of the FGUA Purchasing Policy, and authorization for staff to re-procure the construction services under the authority of the System Manager, utilizing the Tier 2 (Written Quotations) provisions of the FGUA Procurement Policy, as outlined in Section 3.2 thereof.

Recommendation

Staff recommends rejection of the Bid received from U.S. Water Services Corporation in the Lump Sum amount of $220,227.12, and recommendation to Waive the Competitive Procurement requirements of the Amended and Restated FGUA Procurement Policy, and authorization for staff to re-procure the construction services under the authority of the System Manager utilizing the Tier 2 (written quotations) provisions of the FGUA Procurement Policy, for the North Fort Myers Lift Station Generators project, FGUA Project No. NFP12, located in the North Fort Myers Utility System

Budget Impact

I/A

Board Action

Moved by: Seconded by: Action Taken:
August 7, 2019

Mr. Robert W. Dickson, P.E.
Florida Governmental Utility Authority
280 Wekiva Springs Road, Suite 2070
Longwood, FL 32779-6026

RE: NFP12 NORTH FORT MYERS LIFT STATION GENERATORS
APPEARANT LOW BIDDER: US WATER SERVICES

Dear Mr. Dickson:

The bid opening was held on Wednesday, July 31, 2019 at 2:00 p.m. for the above-captioned project. Johnson Engineering has performed an evaluation of the bid submitted, with our results contained herein. One (1) bid was received by the time designated in the Invitation to Bid and subsequent Addenda. At the bid opening performed by the FGUA, the following bid was read aloud:

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<td>U.S. Water Services Corporation</td>
<td>$220,927.12</td>
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Following the bid opening, Johnson Engineering prepared a Bid Tabulation, which includes an analysis for mathematical errors. No errors were found.

Internet Research

From the Florida Department of State, Division of Corporations website, U.S. Water Services Corporation is shown as an active corporation under Document Number P03000047833, FEI Number 20-0008821 filed on 04-30-28. Their current address is 4939 Cross Bayou Boulevard, New Port Richey, FL 34652.

Summary

In their bid, U.S. Water Services Corporation did:

- Acknowledge Addenda 1.
- Include a bid bond in the amount of five percent of the amount bid.
- Execute the bid by Gary Deremer, Director/President.
Mr. Robert W. Dickson, P.E.
Re: NFP12, North Fort Myers Lift Station Generators
Engineer's Bid Recommendation
August 7, 2019
Page 2

Recommendation

Based upon Johnson Engineering's review of the base bid submitted by U.S. Water Services Corporation, our recent cost research and comparing their costs to our Engineer's Opinion of Probable Construction Cost, the bid appears to be too high to consider. Subject to concurrence by the FGUA's Board, we believe selection of U.S. Water Services Corporation by FGUA for the intended work contained within the bid would be not be an appropriate choice (based solely on costs) and we recommend rejecting the bid. Should you have any questions, or require additional information, please let me know.

Very truly yours,

JOHNSON ENGINEERING, INC.

David Brice Trouteaud, P.E.
License No. 69783
E.B. # 642 & L.B. No. 642

DBT/ljm
20181020-004

Enclosures

cc: David Huff
    Gerri Franklin
    Michael Currier
    Janelle Kusiolek
### PART 1: GENERAL

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**PART 1 SUBTOTAL:**

$21,755.00

$9,500.00

### PART 2: GENERATORS

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<th>DESCRIPTION</th>
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<th>UNIT</th>
<th>UNIT PRICE</th>
<th>EXTENDED PRICE</th>
<th>EST QUANT</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>EXTENDED PRICE</th>
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<tr>
<td>4</td>
<td>Installation of Generator with Automatic Transfer Switch (Owner Pre-Purchased)</td>
<td>1</td>
<td>LS</td>
<td>$51,850.49</td>
<td>$51,850.49</td>
<td>1</td>
<td>LS</td>
<td>$30,000.00</td>
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<tr>
<td>a</td>
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<td>LS</td>
<td>$30,000.00</td>
<td>$30,000.00</td>
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**PART 2 SUBTOTAL:**

$188,072.12

$95,000.00

### BASE BID SUMMARY

<table>
<thead>
<tr>
<th></th>
<th>US Water Services Corp.</th>
<th>Engineer's Estimate</th>
</tr>
</thead>
<tbody>
<tr>
<td>PART 1 (GENERAL) SUBTOTAL:</td>
<td>$21,755.00</td>
<td>$9,500.00</td>
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<tr>
<td>PART 2 (GENERATORS) SUBTOTAL:</td>
<td>$188,072.12</td>
<td>$95,000.00</td>
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<tr>
<td>CONTINGENCY ALLOWANCE</td>
<td>$10,500.00</td>
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<tr>
<td>BASE BID TOTAL</td>
<td>$220,327.12</td>
<td>$115,000.00</td>
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### ENGINEER'S CERTIFICATION

I, David Brice Trouteaud, P.E., for Johnson Engineering, Inc., hereby certify that the above bid was opened on July 31, 2019 at 2:01 p.m., is accurately summarized in this Bid Tabulation and is complete to the best of my knowledge and belief.

David Brice Trouteaud, P.E.
License No. 69783 EB #642

2122 Johnson Street, P.O. Box 1550, Fort Myers, Florida 33902-1550
Phone: (239) 334-0946 Fax: (239) 334-3961 Email: DBT@johnsoneng.com

JEI Project # 20181020-004
Page 1 of 1
Florida Governmental Utility Authority  
Board Agenda Item  
Thursday, August 15, 2019

CA 2 Approval of Amendment No. 3 to T-Mobile Structure License Agreement at MacDill AFB

Summary

T-Mobile has proposed a new equipment configuration related to its Structure License Agreement at MacDill AFB. The company is replacing antennas and upgrading equipment and cables. The Agreement requires an amendment any time the equipment is updated. The proposed Amendment No. 3 to the agreement is attached. The amendment replaces Exhibit 2, showing the equipment configuration and layout, in its entirety, and increases the monthly rent by approximately 19%. The rent increase is a result of adding larger and heavier antennas to the configuration.

Recommendation

Staff recommends approval of Amendment No. 3 to the T-Mobile Structure License Agreement at MacDill AFB.

Board Action

Moved by: Seconded by: Action Taken:
AMENDMENT NO. 3
TO
STRUCTURE LICENSE AGREEMENT

THIS AMENDMENT NO. 3 TO STRUCTURE LICENSE AGREEMENT ("Amendment No. 3"), dated as of the latter of the signature dates below (the "Effective Date"), is entered into by Florida Governmental Utility Authority ("FGUA"), a legal entity and public body created by interlocal agreement pursuant to §163.01(7) Florida Statues, having a mailing address of 280 Wekiva Springs Road, Suite 2070, Longwood, Florida 32779 ("Licensor"), and T-Mobile South LLC, a Delaware limited liability company, having a mailing address of 12920 SE 38th Street, Bellevue, Washington 98006 ("Licensee").

WHEREAS, Licensor and Licensee entered into a Structure License Agreement (the "Agreement") with an effective date of October 16, 2012 related to the Structure located at 2405 Florida Keys, MacDill AFB, Tampa, Florida 33621, in the County of Hillsborough, State of Florida; and

WHEREAS, Licensor and Licensee previously entered into Amendment No. 1 to Structure License Agreement with an effective date of January 29, 2013 ("Amendment No. 1");

WHEREAS, Licensor and Licensee previously entered into Amendment No. 2 to Structure License Agreement with an effective date of April 1, 2016 ("Amendment No. 2"); and

WHEREAS, the Licensor and Licensee now wish to further amend the Agreement to provide for modification of the components to the Communication Facility as provided in the new Exhibit "2" to the Agreement;

NOW THEREFORE, in consideration of the foregoing, the parties hereto agree to amend the Agreement as follows:

SECTION 1. RENT

Section 4(a) of the Agreement is hereby amended as follows:

"Licensee will pay Licensor on or before the fifth (5th) day of each calendar month in advance Three Thousand Nine Hundred Eighty Seven dollars and Sixty Five Cents ($3,987.65) (the "Rent"), at the address set forth above. For any partial month occurring after the Effective Date, Rent will be prorated."

SECTION 2. EXHIBIT "2"

Exhibit "2" to the Agreement, as previously amended by Amendment No. 2, is replaced in its entirety by Exhibit 2, which is attached hereto and incorporated into this Amendment No. 3.

SECTION 3. SURVIVABILITY

All other terms and conditions of the Agreement not inconsistent herewith shall remain in full force and effect.
IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the last date written below.

"LICENSOR"

Florida Governmental Utility Authority

By: __________________________
   Print Name: ______________________
   Its: __________________________
   Date: __________________________

WITNESSES:

______________________________
Name: ______________________

______________________________
Name: ______________________

"LICENSEE"

T-Mobile South LLC

By: __________________________
   Print Name: ______________________
   Its: __________________________
   Date: __________________________

WITNESSES:

______________________________
Name: ______________________

______________________________
Name: ______________________
LICENSEE ACKNOWLEDGMENT

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

On the _____ day of ______, 2019, before me personally appeared Jess Louk, and acknowledged under oath that he is the Market Manager, of T-Mobile South LLC, the limited liability company named in the attached instrument, and as such was authorized to execute this instrument on behalf of the limited liability company.

Notary Public: _______________________  
My Commission Expires: ________________
LICENSOR ACKNOWLEDGMENT

STATE OF __________________________)
COUNTY OF __________________________

On the ___ day of ______, 2019, before me personally appeared __________________, and acknowledged under oath that he is the __________________ of ________________, the __________________ named in the attached instrument, and as such was authorized to execute this instrument on behalf of the __________________________.

Notary Public: _______________________
My Commission Expires: ______________
EXHIBIT 2

See attached pages C2 – C7
NOTES:
1. FOR ANTENNA MOUNTING AND ELEVATION, SEE STRUCTURAL ANALYSIS OF SHEET.
2. INFORMATION FOR TOWER ELEVATION PROVIDED BY T-MOBILE.
3. ANTENNA MOUNTING INFORMATION PROVIDED BY STRUCTURAL ANALYSIS.
4. EXISTING ANTE top PLANNED FOR ELEVATION.

TOWER ELEVATION

TOP OF TANK = 144' AGL

EXISTING AND PROPOSED TOWER ELEVATION

HEIGHT = 157' AGL

TOWER ELEVATION

MACDILL AFB

A220466-C

DESIGNED BY: HAYES & BENNETT, INC.

TOWERS

WHERE FOR CONSTRUCTION

SCALE AS WITNESS: 1
### Proposed Antenna Schedule

<table>
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<tr>
<th>Antenna Type</th>
<th>Antenna ID</th>
<th>Frequency</th>
<th>Bandwidth</th>
<th>Gain (dBi)</th>
<th>Polarization</th>
<th>Polarization Angle</th>
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**Note:** This table is a sample and actual values may vary.
Section 3 - Proposed Template Images

PROPOSED ANTENNA PLUMBING DIAGRAM
CA 3  Approval of Work Authorization No. JEI 19-04 with Johnson Engineering, Inc. for Professional Engineering Services relating to the Lehigh Acres Well Site Generator Project, FGUA project No. LEP22, located in the Lehigh Acres Utility System

Summary

Provided for your review and consideration is Work Authorization No. JEI 19-04 with Johnson Engineering, Inc. (JEI) for professional engineering services relating to the Lehigh Acres Well Site Generator Project, FGUA project No. LEP22, located in the Lehigh Acres Utility System. This project includes the design and installation of permanent, diesel powered, electric generators at raw water well sites No. 3, No. 5, No. 7, No. 8, No. 10, and No. 20, all located in the Lehigh Acres Utility System. These improvements will increase FGUA’s level of service within the Lehigh Acres potable water system, ensuring continuity of electric power during electrical outages that may result during severe thunderstorms or hurricanes.

The professional services provided under Work Authorization No. JEI 19-04 include Preliminary Design, Final Design, Bidding and Construction Phase Services (A.3, A.4, A.5 and A.6 Services, respectively) necessary to complete the project. The total lump sum fee for this work is $49,710.00.

The design of the project is scheduled to be completed within three (3) months of the Notice to Proceed, with an estimated construction duration of four (4) months. Although the project is currently scheduled for funding FY20, staff recommends that the project be advanced to expedite the installation of generator equipment. FGUA Finance will transfer anticipated excess budget from LEP12 WWTP Rehabilitation construction to cover this increase to LEP22 in the amount of $49,710.00, using the same funding source of “Pay-as-you-go”.

Recommendation

Staff recommends approval of Work Authorization No. JEI 19-04 with Johnson Engineering, Inc. for Professional Engineering Services relating to the Lehigh Acres Well Site Generator Project, FGUA project No. LEP22, located in the Lehigh Acres Utility System for the lump sum of $49,710.00.

Budget Impact

<table>
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<td>ORG Number:</td>
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</tr>
<tr>
<td>OBJ Number:</td>
<td>534007</td>
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| FY19 Original Appropriation: | $ 0.00 |
| *Previous Transfers/Amendments: | $ 0.00 |
| Revised Program Budget: | $ 0.00 |
| Previous Expenses/Encumbrances: | $ 0.00 |
| Available Program Budget: | $ 0.00 |
| This Work Authorization: | $ 49,710.00 |
| Required Transfer: | $ 49,710.00 |
| FY19 Remaining Program Budget: | $ 0.00 |

*Includes budget for open prior year encumbrances

Board Action

Moved by:  Seconded by:  Action Taken:
Work Authorization No. JEI 19-04

to

Professional Services Agreement Between the

Florida Governmental Utility Authority ("FGUA"),
a legal entity and public body created by interlocal agreement pursuant to
Section 163.01(7), Florida Statutes

and

Johnson Engineering, Inc. ("JEI")

SUMMARY OF SERVICES TO BE RENDERED

This work authorization addresses the necessary engineering services for the FGUA Lehigh Acres
Well Site Generator Project, FGUA Project No. LEP22, hereinafter the "project". JEI will provide
professional services including site surveying, design, permitting, bid assistance and construction
phase engineering.

This project specifically includes providing stationary generators with transfer switches and
connecting the controls to the SCADA, or installation of mission equipment, at the following six (6)
well sites in Lehigh Acres:

- Well No. 3: located at 40 Homestead Road North
- Well No. 5: located at 201 Oregon Way
- Well No. 7: located at 26 Illinois Road
- Well No. 8: located at 6 Colorado Road
- Well No. 10: located at 502 Arthur Avenue
- Well No. 20: located at 115 Connecticut Road

The generators shall be designed to provide the power required to operate the well sites during
planned or unanticipated power outages. Services being provided are more fully outlined below.

A. SCOPE OF SERVICES

A.3 - PRELIMINARY DESIGN (SURVEY)

A.3.1 JEI shall perform a field survey to collect the horizontal and vertical data of visible above-
ground improvements, visible above-ground utilities at the six (6) well sites and stake property
corners at the sites identified above. Horizontal data will be in feet and shall be projected on
the Florida State Plane Coordinate System, West Zone, NAD83 (2011). Vertical data will be in
feet and shall be referenced to the North American Vertical Datum of 1988 (NAVD88). Specific
services shall be as follows:
• Well No. 3 located at 40 Homestead Road North. Survey to include Well No. 3, right of way and FGUA property located at this address. Generator and transfer switch will be located in the right-of-way, if permitted or alternately on FGUA property.
• Well No. 5 located at 201 Oregon Way. Survey to verify FGUA property lines and for generator layout.
• Well No. 7 located at 26 Illinois Road. Survey to verify FGUA property line and for generator layout.
• Well No. 8 located at 6 Colorado Road. Survey to verify FGUA property lines and for generator layout.
• Well No. 10 located at 502 Arthur Avenue. Survey to verify FGUA property lines and for generator layout.
• Well No. 20 located at 115 Connecticut Road. Survey to verify FGUA property lines and for generator layout.

A.4 - FINAL DESIGN

A.4.1 JEI will furnish the necessary design services and prepare the related bidding documents and permit application(s). The bid documents shall require the Contractor to provide all necessary work required to complete construction of the project whether or not specifically shown on the Contract Documents and provide installation start-up services and place the generator in operation.

Construction plans and specifications shall be submitted for review by FGUA as follows:
60 percent design submittal;
90 percent complete submittal; and
100 percent complete submittal.

FGUA review comments will be returned to JEI after each submittal review. JEI will incorporate review comments into the Bid Documents.

Plan sheets will be prepared and include the following: plotting of survey data, establishment of existing site utilities and elevations, typical section sheets, and other detail sheets necessary to convey the intent of the design. JEI will meet with FGUA staff to collectively discuss the details for each of the six (6) well sites incorporated into the project.

a. JEI anticipates the following drawing sheets will be included as part of the Bid Documents:
   • Key Sheet
   • Survey Control Sheet
   • Plan Sheets
   • Permanent installation details including concrete mounting pad and control panels, including modification of existing panes, if required to complete the work.
   • Design to include mission equipment and installation, and mission controls output from generator manufacturer.
   • Generator and transfer switch installation, wiring, and connection to existing power.
   • Utility Details
b. **100% Construction Plans and Construction Documents:** Revise plans to incorporate permit conditions, as appropriate from permit agencies. JEI will submit to the FGUA three (3) sets of prints (11" x 17") for review purposes. Upon acceptance, JEI will submit drawings in electronic format (DWG and PDF). JEI will submit Contract specifications in word and pdf.

c. The Contractor shall be responsible for coordinating with LCEC to allow for connection of generators and automatic transfer switches.

d. The Contractor shall be responsible for testing fuel tanks prior to filling in accordance with code requirements.

e. If needed, JEI will submit for a Limited Review Development Order (LDO) permit through Lee County. This will include up to two (2) Requests for Additional Information. FGUA will pay for permit application submittal fees.

**A.5 - BIDDING SERVICES**
JEI will provide the following bidding services for the first phase of the project:

a. JEI will provide bid documents (electronic and up to five (5) hard copies) of sufficient level to competitively bid the project.

b. JEI will facilitate and conduct a pre-bid meeting including a site tour of all 6 well sites.

c. JEI will respond to bidder inquiries and prepare necessary addenda to be distributed by the FGUA to prospective bidders.

d. JEI will evaluate bids and provide a tabulation of bids.

e. Provide recommendation for selection of the apparent low bidder.

f. Provide conformed contract documents as required.

**Task Deliverables:**
- Electronic copies of responses to bidder’s questions;
- Electronic copy of engineer’s recommendation;
- Up to six (6) full size sets of conformed plans and specifications (one (1) set each to be delivered to: FGUA’s North Fort Myer’s office, FGUA’s Longwood office, the Contractor, JEI and for FGUA Inspector).

**A.6 - ENGINEERING CONSTRUCTION PHASE SERVICES**
JEI will provide the following engineering services during construction:

- Facilitate Pre-construction meeting, including preparation of agenda and minutes of the meeting;
- Facilitate monthly construction progress meetings, including preparation of agendas and minutes of the meetings;
- Review shop drawings for materials proposed to be used for construction and provide comments;
- Attend up to twelve (12) additional field meetings to address any questions and or comments;
- Review FGUA inspector reports and comment and provide guidance;
- Review and provide responses to Contractor’s Requests for Information;
• Review Contractor's pay requests and provide recommendations for payment. It is anticipated that the FGUA's staff will provide the required inspection of the Project and verify the quantities installed for each pay application;

• Attend six (6) separate site meetings for “substantial completion” (one (1) meeting for each site) and provide a punch list of items that require corrections. Punch lists shall be a comprehensive compilation of all stakeholder items;

• Review the Contractor’s Survey As-built drawings;

• Prepare signed and sealed record drawings based upon contractor’s as-built survey;

• Attend a site meeting for final completion of the Project and verify that all the punch list items have been satisfactorily completed;

• Prepare permit certifications, if required;

• Prepare project change requests and directives; and

• Review Contractor's requests for additional costs and time extensions, negotiate as necessary, and provide the FGUA with JEI's recommendation.

Task Deliverables: Electronic copies of meeting minutes, including responses to requests for information, progress meeting minutes, Contractor’s schedules, payment applications with signatures of inspector and engineer; Punch list items; and final certification to regulatory agencies.

A.8 - REIMBURSABLES
JEI will be reimbursed for the direct costs incurred for plotting plans, copies, prints, permit application fee(s) and other expenses in support of the tasks outlined above. These costs will be itemized as they are incurred.

EXCLUSIONS/ASSUMPTIONS:
Services not set forth in this Scope or listed or described herein are expressly excluded from this Work Authorization. JEI assumes no responsibility to perform any services not specifically identified and/or otherwise described in this Proposal. FGUA will pay advertising costs and permit application fees.

B. PROJECT COST:

<table>
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<tr>
<th>TASK #</th>
<th>TASK NAME</th>
<th>COST EXTENDED</th>
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<tbody>
<tr>
<td>A.1</td>
<td>SURVEY SERVICES</td>
<td>$6,770</td>
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<tr>
<td>A.2</td>
<td>UTILITY DESIGN</td>
<td>$17,500</td>
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<td>A.3</td>
<td>BIDDING SERVICES</td>
<td>$6,860</td>
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<td>A.4</td>
<td>ENGINEERING CONSTRUCTION PHASE SERVICES</td>
<td>$17,580</td>
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<td>A.8</td>
<td>REIMBURSABLES</td>
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<td>TOTAL LUMP SUM COST</td>
<td>$49,710.00</td>
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</table>

C. PROJECT SCHEDULE:
Survey Services complete 30 days from notice to proceed
Utility Design complete 90 days from notice to proceed
Bidding Services complete 120 days from notice to proceed
Total: 240 days

Page 4 of 5
D. NOTICE/PROJECT MANAGER OF JEI

JOHNSON ENGINEERING, INC.
Michael S. Dickey, P.E.
V.P./Director of Utility Services
2122 Johnson Street
Fort Myers, Florida 33902-1550
239-461-2455

Board Chair
Florida Governmental Utility Authority
280 Wekiva Springs Road, Suite 2070
Longwood, Florida 32779
(407) 629-6900

Certification that Sufficient Funds are Available:

David DiLena
Chief Financial Officer

Robert W. Dickson, P.E.
Capital Program Manager

Dated this ___ day of ____________, 2019.
# Financial Management Plan

**Project:** 7715 W. 87th St. - Site Development Project
**Project No.:** 2018-220-0200
**Project Manager:** Joe Whitehead, P.E.
**Date:** 7/25/2014

## Task Outline

<table>
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<tr>
<th>Task Code</th>
<th>Task Description</th>
<th>Preliminary Design (Survey)</th>
<th>Final Design</th>
<th>Bidding Services</th>
<th>Engineering Construction Phase Services</th>
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<td>A.3</td>
<td>Preliminary Design (Survey)</td>
<td>$2,579.00</td>
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<td>A.3.1</td>
<td>Field survey to collect the horizontal and vertical data of existing underground improvements and make alignment settings at 30' intervals</td>
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<td>A.4</td>
<td>Final Design</td>
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<td>20</td>
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<td>A.4.1</td>
<td>Set, Stake and Topograph Field Service</td>
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## Bidding Services

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<th>Description</th>
<th>Rate</th>
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<tbody>
<tr>
<td>a.</td>
<td>All will provide bid documents including specifications sufficient to completely bid the project</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>b.</td>
<td>All will (a) facilitate and conduct a pre-bid meeting and include a site tour of all work areas</td>
<td>$3,200.00</td>
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<tr>
<td>c.</td>
<td>All will (b) prepare and provide necessary estimates to be distributed at the pre-bid meeting</td>
<td>$650.00</td>
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<tr>
<td>d.</td>
<td>All will facilitate and provide calculations of costs</td>
<td>$250.00</td>
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<td>e.</td>
<td>Provide accommodations for selection of the approved low bid</td>
<td>$150.00</td>
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<td>f.</td>
<td>Provide approved completion documents</td>
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## Engineering Construction Phase Services

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## Estimating Labor

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<tr>
<td>TOTAL LABOR COST</td>
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<tr>
<td>Reimbursables</td>
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<td>TOTAL REIMBURSABLES COST</td>
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<tr>
<td>TOTAL PROJECT COST</td>
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</tr>
</tbody>
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## Reminders

- All will be reimbursed for the direct costs incurred for printing plans, copies, permits, aerial application fees, and other expenses in support of the project.
- These costs will be itemized as they are incurred.

---

**Summary**

- **Total Labor Hours:** 120
- **Total Labor Cost:** $18,914.60
- **Total Reimbursables Cost:** $5,120.00
- **Total Project Cost:** $24,034.60

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Page 1 of 1
Florida Governmental Utility Authority
Board Agenda Item
Thursday, August 15, 2018

Item

CA 4 Approval of Budget Amendment 2019-13 for General Fund

Summary

Provided for your review and consideration is Budget Amendment 2019-13 to increase the budget appropriation for fiscal year 2019 for the General Fund to cover utility management support services to be provided by the FGUA and pursuant to the Interlocal Agreement by and between the Nassau County, Florida and the Florida Governmental Utility Authority approved by the Board on July 18, 2019.

Recommendation

Staff recommends approval of the Budget Amendment 2019-13 as specified on the attached Budget Amendment Worksheet.

Budget Impact

See attached.

Board Action

Moved by: Seconded by: Action Taken:
# Florida Governmental Utility Authority
## Budget Amendment 2019-13
### General Fund
8/15/2019

### 1) Increase FY19 Appropriation

<table>
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<tr>
<th>Organization</th>
<th>Object</th>
<th>Project</th>
<th>Fund Balance (Decrease)</th>
<th>Revised Budget</th>
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<td>Revenue</td>
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### 2) Increase FY19 Expenditures

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Florida Governmental Utility Authority

Board Agenda Item
Thursday, August 15, 2019

Item

CA 5 Acceptance of the Conveyance Closeout Package for Westgate Lot 3 - Self Storage, FGUA Developer Project No. 17-004 LED Located in the Lehigh Acres Utility System in Lee County, Florida and Authorization for Staff to Record the Conveyance Documents in the Public Records of Lee County, Florida

Summary

Provided for your review and consideration are the legal conveyance closeout documents for FGUA Development Project Number 17-004 LED, Westgate Lot 3 - Self Storage, located in the Lehigh Acres Utility System. The project’s physical address is 5500 Timmers Lane, Lehigh Acres, FL.

Potable water and wastewater services will be provided by the FGUA for this project. A bill of sale for the water utility infrastructure installed to serve the project has been provided. The wastewater service was connected to an existing stub-out at the property, therefore no additional infrastructure is being conveyed.

Additionally, all of the infrastructure being conveyed lies within the existing right-of-way and public utility easement, and therefore no additional easement is necessary.

The total value of assets being contributed to the FGUA for this project is $12,637.34.

The complete closeout package was reviewed and found to be in acceptable form by the Development Staff as well as FGUA General Counsel.

Recommendation

Staff recommends acceptance of and authorization to record the Conveyance Closeout Documents for the Westgate Lot 3 - Self Storage Utility Facilities that are located in the Lehigh Acres Utility System, Lee County.

Budget Impact

Contributed asset total for Westgate Lot 3 - Self Storage is $12,637.34.

Board Action

Moved by: Seconded by: Action Taken:
WATER BILL OF SALE

Item Required

YES _____ NO _____

Comments: ____________________________________________________________

________________________________________________

________________________________________________
BILL OF SALE

THE BILL OF SALE evidencing the sale and conveyance of the water utility facilities described herein is made this 19th day of March, 2019, by Stor-Pro Lehman, LLC, whose address is 3030 N. Rocky Point Dr. Suite 150A, Tampa, FL 33607, (hereinafter referred to as "Seller"), to the FLORIDA GOVERNMENTAL UTILITY AUTHORITY, a legal entity and public body created by interlocal agreement pursuant to section 163.01(7), Florida Statutes, with its Operations Offices located at 280 Wekiva Springs Road, Suite 2070, Longwood, Florida, 32779 (hereinafter referred to as "Buyer")

WITNESSETH:

That said Seller, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to said Seller in hand paid by the said Buyer, the receipt and sufficiency whereof is hereby acknowledged, has granted, bargained, sold, transferred, set over and delivered, and by these presents does grant, bargain, sell, transfer, set over and deliver unto the Buyer, and the Buyer's heirs, successors and assigns forever, all those certain water utility facilities lying within the following described land, situate, lying and being in Lee County, Florida, to wit:

(See Exhibit “A” attached hereto and incorporated by reference herein).

The Seller, for itself and its successors, hereby covenants to and with the Buyer and its successors and assigns that it is the lawful owner of the said goods and chattels herein referred to as utility facilities; that said goods and chattels are free from all liens and encumbrances; that it has good right, title and authority to sell same, and that it will warrant and defend the same against the lawful claims and demands of all persons whomsoever. Seller and Buyer are used for singular or plural, as the context requires. Seller also certifies that the cost of the goods and chattels most recently installed into the land
described in Exhibit "A" is as indicated in Exhibit "B" attached hereto and incorporated by reference herein.
IN WITNESS WHEREOF, the Seller has caused these presents to be executed the date and year first above written.

Signed, sealed and delivered in the presence of:

SELLER: STOR-PRO LEHIGH LLC

William Payne, CEO

Witness

Rocio Restrepo

Print Name

State of FL

County of LEE

The foregoing instrument was acknowledged before me this 15 day of April, 2019 by William Payne as CEO of Stor-Pro Lehigh, LLC on behalf of the Seller. He/she is personally known to me or has produced a Driver's License as identification.

Name typed: Michelle Addario
Notary Public Commission: 
My Commission Expires: 

MICHELLE A ADDARIO
Notary Public - State of Florida
Commission # GG 165852
My Comm Expires Feb 15, 2022
Bonded through National Notary Assn.
EXHIBIT A

LEGAL DESCRIPTION OF LAND CONTAINING UTILITY FACILITIES

All of the infrastructure being conveyed lies within Tract “A” and the 10’ P.U.E. of 8th Street SW as described in the Plat of Westgate Regional Centre as recorded in the Public Records of Lee County, Florida as instrument Number 2006000404323.
EXHIBIT B
Florida Governmental Utility Authority
List of Contributory Assets

Project Name: Westgate Lot 3 - Self Storage
System Name: Lehigh Acres

LIST OF MATERIALS (check one):
☑ WATER
☐ WASTEWATER
☐ RECLAIMED WATER

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TOTAL $12,637.34
Florida Governmental Utility Authority
Board Agenda Item
Thursday, August 22, 2019

Item

FA 1  Approval of Amended Work Authorization No. PRMG 19-06 with Public Resources Management Group, Inc. for Refinancing Effort of the Aloha 2010B Series Outstanding Bonds

Summary

The FGUA’s Financial Advisor and underwriting team has informed staff that market conditions are favorable to refinance certain outstanding bonds associated with the Aloha Utility System (Aloha). Provided for your review and consideration is an Amended Work Authorization No. PRMG 19-06. Public Resources Management Group, Inc. (PRMG) will perform all work as described for financial forecast, bond financial report and debt service compliance, for the re-financing of the existing 2010B Series bonds in the approximate amount of $108 million for the Aloha System located in Pasco County.

Attached is a red-line version of the Amended Work Authorization with the following changes:

- Scope of Services to include evaluating additional proceeds to fund capital improvement projects
- Detailed bond feasibility report due to the additional proceeds including additional bond tests
- Change in Project Cost from $40,450 to $56,380

The attached (clean) amended work authorization for services will be provided on a time and material basis for refinancing efforts for a not-to-exceed amount of $56,380.

Recommendation

Staff recommends approval of Amended Work Authorization No. PRMG 19-06 with Public Resources Management Group, Inc. for refinancing effort associated with the existing outstanding 2010B Series bonds for the Aloha Utility System.

Budget Impact

Costs associated with this work will be reimbursed from the financing transaction for a not-to-exceed amount of $56,380 based upon time and materials required and are contingent on the transaction’s successful completion.

Board Action

Moved by: Seconded by: Action Taken:
AMENDED WORK AUTHORIZATION NO. PRMG19-06

To Professional Service Agreement

Between the
Florida Governmental Utility Authority (the "FGUA" or "Authority"), a legal entity and public body created by interlocal agreement pursuant to Section 163.01(7) Florida Statutes

And

Public Resources Management Group, Inc. ("PRMG")

A. Summary of Services to be Rendered

The services to be rendered by Public Resources Management Group, Inc. ("PRMG") will include providing professional services to the Florida Governmental Utility Authority ("FGUA") related to the performance of a financial forecast and debt service compliance update analysis associated with the issuance of utility refunding revenue bonds, which will also include additional proceeds to fund capital improvement projects, during calendar year 2019 (the "Series 2019 Bonds") for the Aloha Gardens water and wastewater utility systems (the "Aloha Gardens System") and the Seven Springs water and wastewater utility systems (the "Seven Springs System") located in Pasco County, Florida (collectively for the Aloha Gardens System and the Seven Springs System, the "Pasco System") and the preparation of a detailed bond feasibility report in support of the issuance of such bonds (the "Bond Financial Report"). Based on discussions with the FGUA Systems Manager and the FGUA Financial Advisor, the Bond Financial Report will be prepared in a format that is limited in the financial presentation of the Pasco System and will not be in the detail generally required for the issuance of new money for capital project financing. For further detail regarding this scope of services, reference Attachment A.

B. Project Cost

Initial budget not-to-exceed $56,380 paid on a lump-sum basis; reference Attachment B for billing rates and Attachment C for project cost determination. Payment to be received after the sale of the Series 2019 Bonds and will be reimbursed from bond proceeds. Payment relative to this Work Authorization, shall be contingent upon the successful closing of the Series 2019 bonds by the FGUA.

C. Schedule

Time of completion of the Bond Financial Report is estimated to be ninety (90) days after receiving authorization to proceed with the first draft of the report to be issued in approximately sixty (60) days; the ability to meet the schedule will be based on data availability, including the responsiveness of the FGUA financing team to assist PRMG in providing the required assumptions to complete the analysis and the report, and the overall issues that may be encountered which is typical of any bond financing project. It is anticipated that the Series 2019 Bonds will be issued prior to October 1, 2019 and PRMG will work with the FGUA and its financing team to meet this schedule.
D. **Notice/Project Manager of Consultant**

The project manager for PRMG will be Robert J. Ori, President, and all notices and correspondence shall be addressed to Robert J. Ori.

---

**Consultant**

Robert J. Ori, President  
Public Resources Management Group, Inc.  
341 N. Maitland Ave., Suite 300  
Maitland, FL 32751

**FGUA**

Stephen M. Spratt, Systems Manager, FGUA  
Government Services Group, Inc.  
1500 Mahan Drive, Suite 250  
Tallahassee, FL 32308

Certification that Sufficient Funds are Available:

---

David DiLena, Director of Financial Services  
FGUA

Dated this ____day of June 2019
ATTACHMENT A

FLORIDA GOVERNMENTAL UTILITY AUTHORITY

CONSULTING SERVICES FOR PREPARATION OF A
WATER AND WASTEWATER FINANCIAL FORECAST
AND BOND FINANCING REPORT

ALOHA GARDENS SEVEN SPRINGS (PASCO COUNTY) WATER AND
WASTEWATER SYSTEM

SCOPE OF SERVICES

The services to be performed by Public Resources Management Group, Inc. ("PRMG") as presented below are related to the preparation and presentation of a detailed bond feasibility report (the "Bond Financing Report") in support of the issuance of utility refunding revenue bonds, which will also include additional proceeds to fund capital improvement projects, during calendar year 2019 (referred to in this scope of services as the "Series 2019 Bonds") by the Florida Governmental Utility Authority ("FGUA") on behalf of the Aloha Gardens water and wastewater utility systems (the "Aloha Gardens System") and the Seven Springs water and wastewater utility systems (the "Seven Springs System") located in Pasco County, Florida (collectively for the Aloha Gardens System and the Seven Springs System, the "Pasco System") (the "Project"). With respect to the performance of the Project, PRMG will rely upon, to the extent available and considered reliable, information and financial analyses recently developed or prepared by other consultants of the FGUA, including the Systems Manager, the Contract Operator, and the Financial Advisor, with respect to the Pasco System. The scope of services reflected herein recognizes the preparation of financial projections associated only with the FGUA Pasco System and will be presented on a basis consistent with the flow of funds and rate covenant provisions as delineated in the Indenture of Trust authorizing the issuance of the Series 2019 Bonds (the "Trust Indenture") and for the determination of the pledged revenues for the repayment of the Series 2019 Bonds.

The scope of services to be performed by PRMG with respect to this engagement will include the following tasks:

Task 1 – Data Request and Data Compilation/Review: PRMG will prepare a written data request for the collection of financial, customer billing, operating and planning data regarding the System as considered necessary to prepare the Bond Financing Report for financial disclosure purposes. Information requested may include, but not be limited to, historical financial statements and records, historical customer statistics and development planning information, existing rate schedules and current utility rate ordinances or resolutions, operating budgets and capital work plans, service agreements and other related documents with third parties, existing loan agreements and existing and projected debt service schedules for the System, capital improvement plans and current project summaries, and other information that may be relevant to the preparation of the Bond Financing Report. This task will also include attendance of an initial
project initiation meeting with Government Services Group, Inc., as the System Manager for the FGUA System and in particular the Pasco System (the "System Manager"), to discuss i) the data requirements and review compiled information provided by the FGUA consultants, including the Contract Operator, consulting engineers for the System, financial advisors and senior managing underwriter, and others (referred to in this scope as the "FGUA financing team"); ii) general project objectives and disclosure requirements identified for the financing; and iii) any primary issues of the System that may affect the analyses and Bond Financing Report to be prepared by PRMG.

Task 2 — Development of Historical and Projected Customer and Usage Forecast: Based on data availability, PRMG will update the by-class compilation of the historical customer, equivalent residential units or connections ("ERC"), and billed water and wastewater sales / consumption data for the five (5) previous fiscal years (whereby the Fiscal Year is defined as the twelve months ending September 30) of the Pasco System to identify trends in retail and whole customer growth and usage relationships by rate or billing class. Based on information provided by the FGUA financing team and the analysis of the trends in customers and usage performed during this task, PRMG will prepare a forecast of estimated customer account and ERC growth, water and wastewater sales (in terms of billed flow [often referred to as "revenue gallons"]), water production requirements, and the wastewater treatment requirements for the Fiscal Year 2019 (the "Test Year") and the subsequent five Fiscal Years ending 2024 (collectively, the "Forecast Period"). The forecast for the Pasco System will be developed to assist in the calculation of estimated utility rate revenues for the evaluation of the financial needs of the Pasco System. The forecast will be based on the historical trends and usage requirements of the and the billing rate attributes associated with the rates that are currently in effect, including the recognition of any adopted rate adjustments or pass-through / price index adjustments, as of the date of the Bond Financing Report and as discussed with the FGUA financing team.

Task 3 — Development of Revenue Forecast: Based on the detailed customer billing information and corresponding forecast of customer growth and use, PRMG will work with the FGUA financing team to develop a projection of rate revenues for the Forecast Period for the Pasco System. This will allow a match between the growth assumed for the financial forecast and the revenue derived from existing and anticipated rates. The revenue forecast will also include projections of the other operating revenues, interest income (which will be based on a "funds flow" analysis), impact fees, and other revenues available to meet expenditures.

Task 4 — Development of Historical and Projected Operating Results Analysis: PRMG will work with the FGUA financing team to prepare a financial projection of the expenditure and funding requirements from rates and other available revenues (referred to as the "revenue requirements") of the Pasco System. This component of the analysis will include a review and summary for the Bond Financing Report of the previous five (5) historical fiscal year financial operations for the System (Fiscal Years 2014 through 2018). The Fiscal Year 2019 and Fiscal Year 2020 budgeted operations and maintenance expenses will serve as the primary basis for the projections including consideration of the impact of any future plant additions or investments included in the capital improvement plan, anticipated expenditure funding criteria as provided the FGUA financing team, and other non-operating requirements such as funding working capital, payment of the Annual Debt Service requirements, funding deposits to the Renewal and Replacement...
Fund, projections regarding deposits and use of the rate stabilization account, and other financial aspects of the Pasco System. A key aspect of the revenue requirements analysis will be to evaluate and review, in conjunction with the FGUA financing team, cash flow requirements and reserve (cash) fund balances and policies related to financial performance. The analysis will be conducted on a total utility system basis with respect to the identification of the revenue sufficiency needs for rate determination purposes (not on an individual water and wastewater utility basis). This analysis will not include an allocation of the revenue requirements between the water and wastewater utilities to separately evaluate rates. The financial projections will be developed on a basis similar to the financial presentation included in the FGUA Comprehensive Annual Financial Report ("CAFR") and budget documents, prior disclosure statements associated with the issuance of the Pasco System Outstanding Bonds, our understanding of the disclosure needs associated the issuance of the Series 2019 Bonds, and other source documents made available to PRMG. Additionally, PRMG will consider previously prepared financial projections prepared by PRMG and the FGUA financing team in support of the financial forecast included in the Report. The following specific items are identified with this task:

A. **Summary of Historical Operating Results Including Fiscal Year 2019 Estimate**: This component of the analysis will include a review and summary for the Bond Financing Report of the previous five (5) historical fiscal year financial operating results for the System (Fiscal Years 2014 through 2018 and an estimate for Fiscal Year 2019). The historical operating results will be summarized and presented on the same basis as the projected operating results for the System and will evaluate on a historical basis the ability of the Net Revenues / Pledged Revenues of the System to meet the rate covenant requirements and the flow of fund requirements, as defined in the authorizing Trust Indenture.

B. **Development of Operating Expense Projections**: The primary purpose of this task is to develop the estimated amount of operating expenses anticipated to be incurred during the Forecast Period. PRMG will base the forecast of expenses predicated on recent trends in costs, the provisions in the contract service agreements with the System Manager and the Contract Operator for the Pasco System, changes in customer and system growth, recognition of inflationary impacts, and discussions with the System Manager.

C. **Review of Capital Improvement Program and Develop Capital Funding Plan**: This task will include a review by PRMG of Pasco System capital improvement program and an analysis to identify all sources of funds applicable to the capital improvement program. This task will also involve a review of all restricted / unrestricted fund (cash) balances available to fund the capital improvement program, identification of the timing of when funds should be expended for the capital facilities, assistance in determining the need for external funding sources, if any (e.g., the proposed additional bonds), and the identification of capital needs to serve existing, as well as future customer growth.

D. **Flow of Funds Evaluation**: To meet the financial disclosure requirements, a summary of the flow of funds and outstanding cash balances will be developed. This analysis will i) support the determination of interest income on available funds; ii) identify the liquidity of the Pasco System and the ability to meet working capital (reserve) targets;
and iii) assist in the development of the capital funding plan, including the issuance of any additional future bonds, which will need to be disclosed.

E. Development of Revenue Sufficiency Analysis: Based on the above-mentioned tasks for this phase of the project, PRMG will prepare a summary of the total expenditure and funding requirements to be made from operating revenues and income for the Pasco System and the accompanying revenues and revenue surplus or deficiencies for each fiscal year of the Forecast Period. This analysis will be performed to work with the FGUA financing team to develop cost recovery strategies or rate phasing / adjustment alternatives, as may be required and in the determination of compliance with the authorizing Trust Indenture. This task will also include the development / update of a management dashboard to present the fiscal position of the Pasco System for consideration and use by the System Manager and in the presentation of the Pasco System credit to the rating agencies (see Task 7).

F. Bond Compliance Analysis and Additional Bonds Test: An evaluation of the ability of the Net Revenues / Pledged Revenues to meet the rate covenant requirements and the flow of fund requirements, as defined in authorizing Trust Indenture will be prepared. Since the issuance of the Series 2019 Bonds will include additional funding for capital expenditures, an additional bonds test analysis will be prepared as delineated in the Trust Indenture.

Task 5 — Rate Comparisons: PRMG will prepare a rate comparison of the existing rates for residential service with the rates charged by other neighboring or similar utilities to present the competitiveness of the FGUA Pasco System monthly service rates for both the water and wastewater systems with other utility systems in the area. PRMG will also prepare a comparison of the existing impact fees of the FGUA Pasco System with the impact fees charged by the same neighboring or similar utilities recognized in the monthly rate comparison to present the competitiveness of such fees with other utility systems in the area.

Task 6 — Prepare Bond Financing Report: PRMG will prepare the Bond Financing Report in support of the FGUA's plans to issue the Series 2019 Bonds in accordance with the provisions of the Trust Indenture. The Bond Financing Report will be structured as a detailed feasibility report generally prepared for the issuance of bonds and will include a detailed financial forecast of the Pasco System for flow of fund and rate covenant compliance with the Trust Indenture on a prospective basis. For the purposes of this task, PRMG will be responsible only for the financial component of any respective disclosure reports to be included in the offering prospectus (e.g., Official Statement). If an update to the initial projections as prepared for the Bond Financing Report is required due to a delay in the financing, this may result in additional services and a change to the scope of services. PRMG will prepare a draft Bond Financing Report (which will include accompanying tables that will present the historical and projected financial information and corresponding disclosure requirements) for review by the FGUA financing team and will make modifications to the Bond Financing Report based on the comments received from the FGUA financing team such that the Bond Financing Report and the financial documents are consistent in the presentation / disclosure of the Pasco System attributes.

Task 7 — Rating Agency Assistance: PRMG will provide general assistance to the FGUA financing team with the presentation of the Pasco System attributes to the credit rating agencies;
PRMG will not be responsible for the drafting of any presentation materials. This task assumes that PRMG will attend three (3) teleconference meetings to assist the FGUA financing team in the presentation of the Pasco System attributes.

Task 8 – Meetings for Bond Report Preparation: During the preparation of the Bond Financing Report, including the development of the financial forecast and rate covenant analysis, PRMG will need to attend several meetings and conference calls with the System Manager and other members of the financing team. The scope of services includes the attendance of two (2) on-site working and finance team meetings to obtain information necessary for completing the Bond Financing Report, prepare the financial analysis, review the Bond Financing Report and any related documents, and discuss any issues that may be identified during the course of the Report preparation. The attendance of any additional meetings will be considered as an additional service to this scope of services.

Task 9 – Preparation of Disclosure Certificate: In association with the delivery of the Series 2019 Bonds, PRMG will prepare the necessary feasibility consultant certificate associated with the financial forecast to be included as a part of the closing documents associated with the issuance of the Series 2019 Bonds.

ADDITIONAL SERVICES

During the study, the FGUA may request additional services to be performed by PRMG. Such services will not be conducted until authorized by the FGUA as mutually agreed between the parties. The FGUA will be billed for such additional services based on the direct labor (billing) and other direct standard cost rates as set forth in this agreement. Examples of such additional services include, but are not limited to, the following:

1. Attendance at any additional meetings in addition to what is anticipated in this scope of services;

2. Requests for updated analyses and/or additional financial scenarios after substantial completion of the initial work;

3. Development of the rating agency preparation and attendance of Rating Agency / Bond Insurer meetings in addition to what is assumed herein in support of the issuance of the Series 2019 Bonds;

4. Providing engineering review / support services in support of any Pasco System facility disclosure requirements (PRMG will not be responsible for any engineering disclosure of the Pasco System which is generally included in the bond issuance documents);

5. Providing assistance in the development of or providing a comprehensive review for the preparation of or any update to existing financial documents in support of the issuance of the Series 2019 Bonds (e.g., Trust Indenture);

6. Costs incurred due to delays in the duration of the project by the FGUA or major changes in policy as directed by the FGUA that is different from what is implied in the scope of services (which would include changes in scope due to the lack of requested data);
7. Review and design of monthly water and wastewater service charges or fees;

8. Review and design of water and wastewater impact fees, miscellaneous services charges or similar cost recovery fees; and

9. Delays in the Project schedule which are not the fault of PRMG, which may have impacts on analyses performed, and which would affect the budget for the scope of services reflected herein.
ATTACHMENT B

PUBLIC RESOURCES MANAGEMENT GROUP, INC.
SCHEDULE OF PRMG DIRECT LABOR HOURLY AND STANDARD COST RATES

### DIRECT LABOR HOURLY RATES

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[*] Direct labor hourly rates effective twelve months after the date of execution of the Agreement; rates will be adjusted by not more than the net percentage change (but not less than 0%) in the Consumer Price Index — Urban Consumers per annum (rounded to the nearest dollar) or as mutually agreed between parties for invoices rendered after each anniversary date of each year thereafter until project completion or termination of the Agreement between the parties.

### STANDARD COST RATES

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<td>Reproduction (Contracted)</td>
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<td>Telephone Charges</td>
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<tr>
<td>Delivery Charges</td>
<td>Actual Cost</td>
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<tr>
<td>Lodging/Other Travel Costs[3]</td>
<td>Actual Cost</td>
</tr>
<tr>
<td>Meals[2]</td>
<td>Not-to-Exceed per PRMG Employee:</td>
</tr>
<tr>
<td></td>
<td>$8.00 – Breakfast</td>
</tr>
<tr>
<td></td>
<td>$12.00 – Lunch</td>
</tr>
<tr>
<td></td>
<td>$25.00 – Dinner</td>
</tr>
<tr>
<td>Subconsultant Services</td>
<td>Actual Cost plus 5.0%</td>
</tr>
</tbody>
</table>

[1] Standard cost rates effective to September 30, 2019; rates will be adjusted by not more than five percent (5%) per annum (rounded to the nearest dollar) or as mutually agreed between parties for invoices rendered after January 1st of each year thereafter until project completion or termination of the Agreement.

[2] Standard cost rates will be based on the FGUA reimbursement policy or schedule shown above, as appropriate, during the billing period referenced on the invoices for services.

[3] Examples of other costs for services rendered would include airfare, car rental and taxi, and other similar expenses.
ATTACHMENT D

FLORIDA GOVERNMENTAL UTILITY AUTHORITY

CONSULTING SERVICES FOR PREPARATION OF A WATER AND WASTEWATER FINANCIAL FORECAST AND BOND FINANCING REPORT

ALOHA GARDENS SEVEN SPRINGS (PASCO COUNTY) WATER AND WASTEWATER SYSTEM

PROJECT COST

The fee for services shall be predicated on the direct labor rates as shown on Attachment B to this Work Authorization by employee title and shall be charged to the project not-to-exceed the contractual fee contained in an executed Work Authorization Order. In addition to the direct labor costs, all other direct expenses incurred in association with the engagement (e.g., delivery charges, telephone, etc.) will be invoiced at the standard cost rates or actual cost incurred by PRMG (see Attachment B for rates) and shall be included as part of the contractual fee.

The initial project cost for the scope of services described in Attachment A, absent the performance of any requested additional services, will not exceed $56,380.

PRMG will render invoices on a monthly basis for the services provided predicated on the sum of: i) the direct labor cost of the personnel assigned to the engagement based on the Direct Hourly Billing Rates; ii) the actual cost of other direct expenses incurred during the engagement; and iii) the actual cost of any subconsulting services required to complete the project, as adjusted for administrative costs as delineated on Attachment B.

(Remainder of page intentionally left blank)
Florida Governmental Utility Authority
Board Agenda Item
Thursday, August 15, 2019

Item

FA 2 Update on North Fort Myers Pre-Closing on June 23, 2019

This will be provided as a verbal update.
<p>| Item | Other Items |
| Item | Other Items |</p>
<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>IN 1</td>
<td>Monthly Status Update on the Capital Improvement Project (CIP) Program</td>
</tr>
<tr>
<td>-------------------------</td>
<td>-------------</td>
</tr>
<tr>
<td>Consolidated</td>
<td>CSP08</td>
</tr>
<tr>
<td>Consolidated</td>
<td>CSP08</td>
</tr>
<tr>
<td>Consolidated</td>
<td>CSP09</td>
</tr>
<tr>
<td>North Ft Myers</td>
<td>NFP06</td>
</tr>
<tr>
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<td>NFP11</td>
</tr>
<tr>
<td>North Ft Myers</td>
<td>NFP02</td>
</tr>
<tr>
<td>North Ft Myers</td>
<td>NFP01</td>
</tr>
<tr>
<td>Lake Aqua</td>
<td>LAP06</td>
</tr>
<tr>
<td>Lehigh Acres</td>
<td>LEP08</td>
</tr>
<tr>
<td>Lehigh Acres</td>
<td>LEP09</td>
</tr>
<tr>
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<td>LEP10</td>
</tr>
<tr>
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<td>LEP12</td>
</tr>
<tr>
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<td>LEP05</td>
</tr>
<tr>
<td>United Aqua</td>
<td>UAP06</td>
</tr>
<tr>
<td>United Aqua</td>
<td>UAP07</td>
</tr>
<tr>
<td>Lake Aqua</td>
<td>LAP06</td>
</tr>
<tr>
<td>Pasco</td>
<td>PS061</td>
</tr>
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<td>Pine Island</td>
<td>PNP08</td>
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<td>Multiple</td>
<td>RFP2014-02</td>
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<tr>
<td>Dunnellon</td>
<td>DUP06</td>
</tr>
<tr>
<td>Dunnellon</td>
<td>DUP07</td>
</tr>
<tr>
<td>FGUA - MacDill Air Force Base Utility System</td>
<td></td>
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<tr>
<td>---------------------------------------------</td>
<td></td>
</tr>
<tr>
<td><strong>Project</strong></td>
<td><strong>Notice to Proceed Date</strong></td>
</tr>
<tr>
<td>Water R&amp;R Projects</td>
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</tr>
<tr>
<td>FY19 PL R&amp;R Backflow Prevention Devices</td>
<td>10/24/18</td>
</tr>
<tr>
<td>FY19 PL R&amp;R Isolation Valve Replacements (Water System)</td>
<td>10/24/18</td>
</tr>
<tr>
<td>FY19 PL R&amp;R 12-Inch South Feeder Watermain Replacement</td>
<td>10/24/18</td>
</tr>
<tr>
<td>FY19 PL R&amp;R Building 54 Water Service Line Replacement</td>
<td>10/24/18</td>
</tr>
<tr>
<td>FY19 PL R&amp;R WTP - Control Panel Legacy Replacement Parts</td>
<td>10/24/18</td>
</tr>
<tr>
<td>FY19 PL R&amp;R Hillsborough-Hanger Loop WM Replacement, Phase 1</td>
<td>10/24/18</td>
</tr>
<tr>
<td>FY19 PL R&amp;R Building 805 Water Service Line Replacement</td>
<td>10/24/18</td>
</tr>
<tr>
<td>FY19 PL R&amp;R Zentive Avenue Watermain Replacement, Phase 1</td>
<td>10/24/18</td>
</tr>
<tr>
<td>FY19 UNPL R&amp;R Unplanned Water R&amp;R</td>
<td>10/24/18</td>
</tr>
</tbody>
</table>

Wastewater R&R Projects

| FY19 R&R WWTP Filter Compressor Equipment Replacement | 10/24/2018                   | 09/30/2019 | WA 19-10| WA 19-10| Project is in closeout |
| FY19 PL R&R Lift Station 1107 Pumps & Piping Replacement | 10/24/2018                   | 09/30/2019 | WA 19-11| WA 19-11| Project materials acquired, work underway |
| FY19 PL R&R Basewide Manhole Cover Inserts Installation | 10/24/2018                   | 09/30/2019 | WA 19-12| WA 19-12| Project Installations are ongoing |
| FY19 PL R&R Isolation Valve Replacements (Wastewater System) | 10/24/2018                   | 09/30/2019 | WA 19-13| WA 19-13| Project materials acquired, work underway |
| FY19 PL R&R WWTP Security Camera Renewals | 10/24/2018                   | 09/30/2019 | WA 19-14| WA 19-14| Project is nearing completion |
| FY19 PL R&R WWTP Pumps & Piping Replacement | 10/24/2018                   | 09/30/2019 | WA 19-15| WA 19-15| Project is nearing completion |
| FY19 UNPL R&R Unplanned Wastewater R&R | 10/24/2018                   | 09/30/2019 | WA 19-16| WA 19-16| Unplanned individual projects will be approved as needed |

"Other" Projects

| FY18 PL R&R Headworks Construction Support | 2/20/2018                   | 3/31/2018 | WA 19-14| N/A     | Project nearing completion |
| FY18 3rd Party USEC ARCSF (24 Apache Helicopter Facility) | 9/30/2017                   | 11/1/2019 | N/A     | N/A     | Project awarded to Hansel-Phelps. 700-day contract. |

SDC Projects

| SDC #59 Digester Safety and Aeration Piping Upgrades | 9/15/2018                   | 7/17/2019 | WA 18-28| WA 18-32| Project is in construction |
| SDC #50 UCMR-4 Water Distribution Sampling | 9/24/2018                   | 1/31/2020 | WA 18-29| WA 18-33| Sampling commenced in April 2019, completion January 2020 |

**Legend**

- **PLANNING/DESIGN**
- **CONSTRUCTION**
- **COMPLETE**
- **CURRENT**

**Current Date Aug 1, 2019**
<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>IN 2</td>
<td>Monthly Status Update on the Community Outreach Program</td>
</tr>
</tbody>
</table>
FGUA Lake
Community Outreach Attendance Report
July 2019

Summary

<table>
<thead>
<tr>
<th>Customer Concerns</th>
<th>Civic-Community Organizations/ Homeowner Associations/ Public Hearings</th>
<th>Builder/ Realtor</th>
<th>Schools/ Summer Camp/ Libraries</th>
<th>Events/ Displays</th>
<th>Chamber of Commerce</th>
<th>BOCC Agenda's/ Gov't Agency Meetings</th>
</tr>
</thead>
<tbody>
<tr>
<td>50</td>
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<td>0/0</td>
<td>1/0/0</td>
<td>0/0</td>
<td>2</td>
<td>8/0</td>
</tr>
</tbody>
</table>

Total number in attendance at Lake monthly community events and meetings: 22

Community Outreach Events

Event: Rainbow River Conservation Board Meeting
Date: July 15, 2019  Time: 7:00 pm
Location: Dunnellon Chamber and Business Association, 20500 E. Pennsylvania Ave, Dunnellon FL 34432
Description: CSR attended event to be introduced to the board.

Event: Lady Lake Water Conservation Meeting/Poster Contest
Date: July 16, 2019  Time: 1:30 pm
Location: Lady Lake Town Public Works, 136 Skyline Drive, Lady Lake, Florida
Description: CSR attended meeting

Event: FGUA Water Safety Presentation to 4 year olds – 4th graders at KidCity
Date: July 19, 2019  Time: 1:00 pm
Location: KidCity, 2307 South Street Leesburg FL 34748
Description: CSR presented water safety, conservation, pollution, and fire safety tips to students

Event: Dunnellon Chamber and Business Association
Date: July 23rd, 2019  Time: 5:30 pm
Location: Holy Faith Episcopal Church, 19924 West Blue Cove Drive, Dunnellon FL
Description: CSR attended event

Event: Tavares Chamber Luncheon
Date: July 24th, 2019  Time: 11:30 am
Location: Tavares Civic Center, 100 E Caroline Street, Tavares, Florida
Description: CSR attended event

Event: Review of Board of Commissioner’s Meeting Agenda’s: Alachua, Citrus, Lake, Marion, Orange, Putnam, Seminole and Volusia
Date: Bi-weekly Review
Location: Websites of each county
Description: CSR reviewed each agenda pertaining to utilities and reviewed meeting minutes and/or video streaming accordingly.
Upcoming Community Outreach Events

Event: Lady Lake Nothing but Networking Luncheon  
Date: August 1, 2019  
Time: 11:30 a.m.  
Location: Texas Road House, HWY 27/441 Lady Lake, FL 32159

Event: Dunnellon Customer Committee Meeting  
Date: August 8, 2019  
Time: 10:30 a.m.  
Location: Dunnellon Town Hall, 20750 River Drive, Dunnellon, FL 34431

Event: Lady Lake Water Conservation Meeting/Poster Contest  
Date: August 20, 2019  
Time: 1:30 pm  
Location: Lady Lake Town Public Works, 136 Skyline Drive, Lady Lake, Florida

Event: East Lake County Chamber of Commerce Networking Luncheon  
Date: August 21, 2019  
Time: 11:30 am  
Location: Lake Receptions, 4425 N. Highway 19 A, Mount Dora, FL

Event: Leesburg Chamber Breakfast  
Date: August 22, 2019  
Time: 7:00 am  
Location: Morrison United Methodist Church, 1005 W Main Street, Leesburg, Florida

Event: Dunnellon Chamber and Business Association  
Date: August 27, 2019  
Time: 5:30 pm  
Location: TBD

Event: Tavares Chamber Luncheon  
Date: August 28, 2019  
Time: 11:30 am  
Location: Tavares Civic Center, 100 E Caroline Street, Tavares, Florida
The chart below consists of active community organizations in the Lake Systems area. The contact person is listed for each group. The actions required to confirm meeting dates are listed in the column labeled Meeting Dates Status.

### Community Organizations Meeting Status Update

<table>
<thead>
<tr>
<th>Name of Organization/Community</th>
<th>Contact Person</th>
<th>Meeting Dates Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rainbow River Conservation Board Meeting</td>
<td>Burt Eno, President</td>
<td>CSR attended the Rainbow River Conservation Board meeting on July 15, 2019 to be introduced to the board and to answer any questions.</td>
</tr>
<tr>
<td>Lady Lake Water Conservation Meeting</td>
<td>C.T. Eagle, Public Works Director</td>
<td>CSR attended the meeting on July 16, 2019. The group discussed water quality slogans for the bill message, ongoing concerns regarding storm water and water conservation in the Lady Lake area.</td>
</tr>
<tr>
<td>FGUA Water Safety presentation to 4-year old's and 4th graders at KidCity</td>
<td>Lisa Humphreys, KidCity Learning Center Administrator</td>
<td>CSR presented to 4-year old’s through 4th graders on July 19, 2019 about water safety, fire prevention, water conservation, and pollution.</td>
</tr>
<tr>
<td>Dunnellon Chamber and Business Association</td>
<td>Julie Mancini, Executive Director</td>
<td>CSR attended the dinner on June 23rd, 2019 held at the Holy Faith Episcopal Church and attended a presentation about the new World Equestrian Center in Ocala.</td>
</tr>
<tr>
<td>Tavares Chamber of Commerce Monthly Luncheon</td>
<td>J. Scott Berry, Executive Director</td>
<td>CSR attended the luncheon on July 24th, 2019. Guest speaker was Weatherman, Tom Terry, who advised of hurricane history in Central Florida and preparedness.</td>
</tr>
<tr>
<td>Customer Notice/Advisories Lake</td>
<td>Ashton Johnson, Community Services Representative</td>
<td>On Sunday, July 7th, 2019, a precautionary boil water notice was issued to 80 Twin Rivers System customers due to a lightning strike.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>On Wednesday, July 10th, 2019 a rescission notice was issued to 80 Twin Rivers System customers. On Friday, July 12, 2019 a precautionary boil water notice was issued to 82 Fairfax Hills customers.</td>
</tr>
</tbody>
</table>
following loss of electricity due to a fallen tree on a power line.

On Wednesday, July 17, 2019, a rescission notice was issued to the 82 Fairfax Hills customers affected by the precautionary boil water notice.

On Sunday, July 21st, 2019 a precautionary boil water notice was issued to 61 Palms MHP connections due to a power outage.

On Tuesday, July 23rd, a pre-planned precautionary boil water notice was issued to 47 City of Dunnellon Customers due to hydrant work being done in the area.

On Wednesday, July 24th, a pre-planned precautionary boil water notice was issued to Skycrest System customers following the replacement of a hydro-tank.

On Wednesday, July 24th, 2019, a rescission notice was issued to 61 Palms MHP System customers.

On Thursday, July 25th, 2019, a rescission notice was issued to 47 City of Dunnellon System customers.

On Friday, July 26th, 2019, a rescission notice was issued to the Skycrest System following the replacement of the hydrotank.

On Saturday, July 27th, 2019, a precautionary boil water notice was issued to 24 Skycrest System connections following a 1.5 water main break.

On Wednesday, July 31st, a rescission notice was issued to the 24 Skycrest System customers who were affected by the precautionary boil water notice.

<p>| CSR addressed (50) total inquiries in July including: (11) service requests, (9) billing inquiries, (7) New Service Inquiries, (7) |</p>
<table>
<thead>
<tr>
<th>Customer Concerns Addressed</th>
<th>GSG Staff</th>
</tr>
</thead>
</table>

Ashton Johnson, Community Service Representative for Lady Lake
FGUA Lee County
Community Outreach Attendance Report
July 2019

Summary

<table>
<thead>
<tr>
<th>Customer Concerns</th>
<th>Civic/Homeowner Associations</th>
<th>Builder/Realtor</th>
<th>Schools/Summer Camp</th>
<th>Events/Displays</th>
<th>Chamber of Commerce</th>
<th>BOCC/Gov’t Agency Meetings</th>
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</thead>
<tbody>
<tr>
<td>68</td>
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<td>0/0</td>
<td>0/0</td>
<td>0/0</td>
<td>0</td>
<td>0/2</td>
</tr>
</tbody>
</table>

Total number of residents in attendance at Lehigh Acres & North Fort Myers monthly community events and meetings: 59

Community Outreach Event
July 2019

Event: LAMSID - Lee County Emergency Preparedness and Coordination Meeting
Date: July 11th, 2019 Time: 10:30 AM
Location: LAMSID Business Office, Lehigh Acres, FL
Description: CSR attended the scheduled meeting with Kevin Grace and Mike Currier.

Event: FGUA Board Meeting
Date: July 18th, 2019 Time: 1:00 PM
Location: Lee County Business Office Conference Room, Fort Myers, FL
Description: CSR coordinated logistics at the local office for the scheduled monthly meeting.

Event: Lehigh Acres Municipal Services Improvement District (LAMSID) Board Meeting
Date: July 22nd, 2019 Time: 6:00 PM
Location: LAMSID Business Office, Lehigh Acres, FL
Description: CSR reviewed the meeting agenda and attended the monthly meeting.

Community Outreach Event
August 2019

Event: Lee County Board of County Commissioners Meeting
Date: August 6th, 2019 Time: 9:30 AM
Location: The Old Lee County Courthouse, Downtown Fort Myers, FL
Description: CSR will review the meeting agenda and view the meeting via live video feed.

Event: LAMSID - Powers Workshop
Date: August 8th, 2019 Time: 6:00 PM
Location: LAMSID Business Office, Lehigh Acres, FL
Description: CSR will attend the scheduled meeting with Steve Spratt and Mike Currier.

Event: Captiva Community Planning Panel Meeting
Date: August 13th, 2019 Time: 9:00 AM
Location: South Seas Island Resort, Captiva, FL
Description: CSR will review the meeting agenda for utility related discussion.

Event: FGUA Board Meeting
Date: August 15th, 2019 Time: 1:00 PM
Location: LAMSID Business Office- Barret Room, Lehigh Acres, FL
Description: CSR will attend the scheduled monthly meeting.
Event: Lehigh Acres Municipal Services Improvement District (LAMSID) Board Meeting  
Date: August 19th, 2019  
Time: 6:00 PM  
Location: LAMSID Business Office, Lehigh Acres, FL  
Description: CSR will review the meeting agenda and attend the monthly meeting.

Event: Lehigh Acres - Community Council  
Date: August 19th, 2019  
Time: 6:30 PM  
Location: Lehigh Acres Sheriff Department, Lehigh Acres, FL  
Description: CSR will review the meeting agenda and meeting minutes for related utility items.

Event: Lee County Board of County Commissioners Meeting  
Date: August 20th, 2019  
Time: 9:30 AM  
Location: The Old Lee County Courthouse, Downtown Fort Myers, FL  
Description: CSR will review the meeting agenda and view the meeting via live video feed.

Event: North Fort Myers Chamber of Commerce Luncheon Meeting  
Date: August 21st, 2019  
Time: 11:30 AM  
Location: Heron’s Glen, North Fort Myers, FL  
Description: CSR will review the meeting agenda for utility related opportunities.

Event: Lehigh Acres Chamber of Commerce Luncheon Meeting  
Date: August 27th, 2019  
Time: 11:00 AM  
Location: EmJay's Tavern & Grill, Lehigh Acres, FL  
Description: CSR will review the meeting agenda for related utility items.

Donna Lizotte, Community Service Representative for Lee County - Lehigh Acres & North Fort Myers System Utility Areas
FGUA Community Organization Meetings
Status Report
Lee County Systems

The chart below consists of active community organizations in the Lehigh Acres and North Fort Myers area. A contact person is listed for each group. The actions required to confirm meeting dates are listed in the column labeled Meeting Dates Status.

### Community Organizations Meeting Status Update

<table>
<thead>
<tr>
<th>Name of Organization/Community</th>
<th>Contact Person</th>
<th>Meeting Dates Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>Captiva Planning Panel</td>
<td>David Mintz, Chair</td>
<td>CSR reviewed the 7/09 meeting agenda and minutes for related utility items scheduled for discussion.</td>
</tr>
<tr>
<td>FGUA Board of Directors Meeting</td>
<td>Lea Ann Thomas, Chair</td>
<td>CSR managed logistics at the local business office for the monthly meeting scheduled 7/18.</td>
</tr>
<tr>
<td>Lehigh Acres Municipal Services Improvement District (LAMSID)</td>
<td>Mike Benacolta, Chair</td>
<td>CSR reviewed the 7/22 meeting agenda for related utility items scheduled for discussion and attended the monthly meeting. CSR attended the Emergency Preparedness Conference on 7/11 with Kevin Grace and Mike Currier.</td>
</tr>
<tr>
<td>Customer Notices/Advisories</td>
<td>Donna Lizotte, Community Service Representative</td>
<td>CSR issued a media advisory on 7/01 as notification of a scheduled Free Chlorine Burn in Lehigh Acres service area in the month of July from the 1st to the 21st. CSR issued a Service Outage Notification to Lehigh Acres customers at Beacon Square Condominiums and Stafford Creek Apartments, due to a leak at a valve at a 6&quot; service line. Approximately 300 customers were affected.</td>
</tr>
<tr>
<td>Customer Concerns Addressed</td>
<td>Donna Lizotte, Community Services Representative, FGUA Southern Systems</td>
<td>CSR addressed (68) total inquiries in June, including: (12) billing inquiries, (5) Ombudsman repair cost reimbursement requests, (5) online login issues, (13) inquiries regarding late fees, (8) ongoing/reopened inquiries, (3) address change requests, (5) requests to switch to e-billing, (11) account questions, (2) Mandatory Sewer Program Customers.</td>
</tr>
</tbody>
</table>

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Donna Lizotte, Community Service Representative for Lee County - Lehigh Acres & North Fort Myers System Utility Areas
Summary

<table>
<thead>
<tr>
<th>Customer Concerns</th>
<th>Civic/Homeowner Associations</th>
<th>Builder/Realtor Associations</th>
<th>Schools</th>
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<th>Chamber of Commerce</th>
<th>BOCC/Government Agency Meetings</th>
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</thead>
<tbody>
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<td>0</td>
<td>0/0</td>
<td>0</td>
<td>0/0</td>
</tr>
</tbody>
</table>

Total number of residents in attendance at Pasco monthly community events and meetings: 0

Community Outreach Events Attended

July 2019

No events this month.

Upcoming Community Outreach Events

Event: Pasco County Board of County Commissioners' Regular Meeting
Date/Time: Tuesday, August 20, 2019, 10:00 a.m. - 12 noon
Location: West Pasco Government Center, Commissioners' Chambers, 8731 Citizen Drive, New Port Richey, FL 34654
Description: CSS and Pasco County Water Conservation and Efficiency Coordinator S. Rogers meeting with sponsors, providing appreciation packets and plaque to sponsors, as well as soliciting continued sponsorship for 2020 program.

Event: Mad Hatter Reclaimed Service Community Meeting
Date/Time: Wednesday, August 21, 2019, 7:00 p.m. - 9 p.m.
Location: Hyatt Tampa/Wesley Chapel, Cypress Conference Room, 26000 Sierra Center Boulevard Lutz, Florida, 33559
Description: CSS attended the meeting, for Consolidated-Mad Hatter System (Twin Lakes) customers for receiving an update on the status of forthcoming reclaimed water service in their community, review project timelines, and Q & A with staff to address customer inquiries.

Event: FGUA/Pasco County Utilities Water Awareness Poster Contest Sponsor Appreciation Meetings
Date/Time: TBD
Location: TBD
Description: CSS and Pasco County Water Conservation and Efficiency Coordinator S. Rogers meeting with sponsors, providing appreciation packets and plaque to sponsors, as well as soliciting continued sponsorship for 2020 program.
Event: FGUA/PCC Joint Meeting
Date/Time: September 5, 2019, 4:30 p.m. - 6:00 p.m.
Location: FGUA Pasco Customer Service Office, 6915 Perrine Ranch Road, New Port Richey, FL 34655
Description: CSS preparing for, attending, and administering the meeting.

Matthew Rihs - Community Services Supervisor
Caytee Hollingsworth—Community Services Coordinator
Patti Clark – Community Services Assistant
The chart below consists of active community organizations in the Pasco area. A contact person is listed for each group. The actions required to confirm meeting dates are listed in the column labeled Meeting Dates Status.

### Community Organizations Meeting Status Update

<table>
<thead>
<tr>
<th>Name of Organization/Community</th>
<th>Contact Person</th>
<th>Meeting Dates Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>Customer Concerns Addressed</td>
<td>Matthew Rihs, Community Service Supervisor; and Patti Clark, Community Service Assistant (CSA)</td>
<td>Community Services Team (CST) addressed one-hundred forty-five (145) total inquiries in July, including thirty-two (32) Seven Springs System billing inquiries, eighteen (18) Seven Springs System service requests, twelve (12) Mad Hatter System operations inquiries, twelve (12) Non-FGUA system inquiries, eight (8) Lindrick System operations inquiries, seven (7) Lindrick System billing inquiries, six (6) Mad Hatter System billing inquiries, five (5) Consolidated Systems billing inquiries, five (5) Jasmine Lakes system service requests, five (5) Seven Springs system operations inquiries, four (4) Aloha Gardens System service requests, four (4) Unified Aqua Polk County Systems billing inquiries, three (3) Aloha Gardens System billing inquiries, three (3) Aloha Gardens System operations inquiries, three (3) Consolidated Systems operations inquiries, three (3) estoppel requests, three (3) Mad Hatter System service requests, two (2) Jasmine Lakes system billing inquiries, two (2) Palm Terrace System billing inquiries, two (2) Palm Terrace System operations inquiries, one (1) Jasmine Lakes System operations inquiry, one (1) online bill pay inquiry, one (1) Palm Terrace System service request, one (1) Unified Aqua Polk County Systems service request, one (1) water quality concern, and one (1) Zephyr Shores System billing inquiry.</td>
</tr>
</tbody>
</table>
| Customer Notices/Advisories    | Matthew Rihs, Community Service Supervisor; Patti Clark, Community Service Assistant | CST placed three special "Outages and Notices web page updates, one (1) Advanced Temporary Service
<table>
<thead>
<tr>
<th>Date</th>
<th>Type</th>
<th>System</th>
</tr>
</thead>
<tbody>
<tr>
<td>July 1</td>
<td>Precautionary Boil Water Notice Advisory</td>
<td>FGUA Seven Springs System</td>
</tr>
<tr>
<td>July 5</td>
<td>Rescission Notice</td>
<td>FGUA Seven Springs System</td>
</tr>
<tr>
<td>July 2</td>
<td>Precautionary Boil Water Notice Advisory</td>
<td>FGUA Orange Hill/Sugar Creek System</td>
</tr>
<tr>
<td>July 5</td>
<td>Rescission Notice</td>
<td>FGUA Orange Hill/Sugar Creek System</td>
</tr>
<tr>
<td>July 15</td>
<td>FGUA “Outages and Notices” web page notice</td>
<td>FGUA Consolidated Mad Hatter Oak Grove System from Wednesday, July 10 to Friday, July 12 in preparation of transitioning irrigation system for reclaimed service beginning Monday, July 15.</td>
</tr>
<tr>
<td>July 21</td>
<td>Rescission Notice</td>
<td>FGUA Lindrick Utility System</td>
</tr>
<tr>
<td>July 17</td>
<td>Precautionary Boil water Notice Advisory</td>
<td>FGUA Seven Springs System</td>
</tr>
<tr>
<td>July 18</td>
<td>Rescission Notice</td>
<td>FGUA Lindrick Utility System</td>
</tr>
</tbody>
</table>

A Monday, July 1 addition to the “Outages and Notices” at the advisement of FDEP, sharing that FGUA Lindrick Utility System E. Coli issue has been resolved, following cleaning of the system wells, and no water samples in the distribution system indicated the presences of E. Coli.

A Monday, July 1 Precautionary Boil Water Notice Advisory, and a Friday, July 5 Rescission Notice in the FGUA Seven Springs System.

A Tuesday, July 2 Precautionary Boil Water Notice Advisory, and a Friday, July 5 Rescission Notice in the FGUA Orange Hill/Sugar Creek System.

An FGUA “Outages and Notices” web page notice, advising of temporary interruption of irrigation services in the FGUA Consolidated Mad Hatter Oak Grove System from Wednesday, July 10 to Friday, July 12 in preparation of transitioning irrigation system for reclaimed service beginning Monday, July 15.

An FGUA “Outages and Notices” web page notice, advising of Jasmine Lakes System Flushing as part of the annual routine maintenance and cleaning of the system, which will occur from Monday, July 15 to Monday, July 22.

A Wednesday, July 17 Precautionary Boil water Notice Advisory, and a Thursday, July 18 Rescission Notice in the FGUA Seven Springs System.

| Community Outreach/Education | Matthew Rihs, Community Services Supervisor  
Patti Clark, Community Services Assistant |
|-----------------------------|------------------------------------------|

A Friday, July 19 Advanced Temporary Service Interruption for a scheduled Wednesday, a Tuesday, and July 23 Postponement Notice for a scheduled Wednesday, July 24 interruption of service and Precautionary Boil Water Notices in the FGUA Seven Springs System.

A Wednesday, July 24 Precautionary Boil water Notice Advisory, and a Friday, July 26 Rescission Notice in the FGUA Aloha Gardens System.

CSS worked with Diane Jones of DJ Public Relations for updating the watercontest.org website with the Water Awareness Poster Contest Winners’ pictures from the Reading of the Water Awareness Poster Contest Resolution at the June 20, 2019 Pasco County Board of County Commissioners’ Meeting.

CSS provided final “news” update on the watercontest.org website to Diane Jones, noting the conclusion on the contest.

CSS sent e-mail to Water Awareness Poster Contest contact list, advising of Post-Survey results for the effectiveness of students’ learning from the contest.

CSS began scheduling efforts for FGUA Consolidated Mad Hatter Twin Lakes Retrofitting and Reclaimed Water System Availability letter and community meeting, scheduled for Wednesday, August 21. CSS also updated “Outages and Notices” page with project schedule.
Ms. Linda J. Bradley – Consumer Complaint – High Utility Bill, 36751 Sky Crest Blvd., Fruitland Park, FL 34731

This Information item is a follow-up to Mrs. Linda Bradley’s appearance before the Board requesting relief from the extremely high bill she received for the December 2018-January 2019 billing cycle. She has requested she be billed for the month in question at the same amount for the highest bill incurred during the year and be refunded or credited with the overage which has already been paid of $910.49 for the highest month charge.

The Memorandum attached outlines the steps taken to resolve the issue by Customer Service and the General Counsel’s office.

Also attached is a timeline prepared by FGUA customer service office regarding Ms. Bradley’s issue and steps taken to resolve her complaint.

The memo also has attached the letter of the General Counsel in response to the Florida Department of Agriculture and Consumer Affairs which received a complaint concerning this bill from Ms. Linda Bradley. This response was also sent to the Department and to her attorney by the General Counsel. The Department closed the complaint without further action after receipt of the response from FGUA.

FGUA customer service has followed all applicable FGUA procedures in trying to resolve this complaint. At this time customer service has exhausted its authority for any further action regarding this account.
FLORIDA GOVERNMENT UTILITY AUTHORITY  
510 HIGHWAY 466 STE 204  
LADY LAKE, FL 32159-6341

Subject: LINDA J BRADLEY

Dear Florida Governmental Utility Authority,

The Department of Agriculture and Consumer Services has received your response to the above referenced complaint. We appreciate your cooperation in our informal mediation process. The complaint has been closed at this time and a copy of your response has been provided to the consumer for their records.

If you have additional information or considerations relating to this complaint that you feel the division should have on record, please contact us using the address and case reference number noted above.

As you may know from previous correspondence with the division all complaints are a matter of public record and will be provided to consumers, news agencies, other state agencies, or any other interested parties.

Sincerely,

Christy Tomblin
Senior Consumer Service Analyst
850-410-3763
Fax: 850-410-3801
E-mail: christy.tomblin@freshfromflorida.com
Ms. Linda Bradley account holder and owner in Skycrest (Tenants reside at service address: 36751 Skycrest Blvd, Fruitland Park, FL 34731)

Service dates 12/17/18-01/16/19: reading of 97,800 gallons recorded.

2/04/19: Ms. Bradley called FGUA. Spoke with representative regarding high usage. Requested technician visit service location on same day to check for leaks. Notified FGUA tenants are currently living at home.

2/04/19: Technician visited home to check for leaks. No leaks detected and technician changed out ERT device.

2/05/19: Ms. Bradley called FGUA and spoke with Customer Service Lead regarding high water bill. Ms. Bradley said she has tenants in this home who average much lower usage, and tenants have no visible signs of leaks or excess water. Ms. Bradley would like a supervisor to call her. She plans to have tenants start an account in their own names. Ms. Bradley said she will not pay high bill. Customer Service Lead scheduled accuracy test.

2/8/19: Customer Service Lead called Ms. Bradley to let her know accuracy test will be done today. Customer Service Supervisor went out to home.

2/8/19: Elijah Epps (Customer Service Supervisor) went to home and performed accuracy test himself and spoke with customer. Offered tier adjustment following 100% meter accuracy test.

3/04/19: Ms. Bradley called FGUA regarding meter accuracy test. Test was accurate, and representative advised a bench test can be performed for $40. Owner will call back if she wants bench test and a payment plan.

3/13/19: Customer requested bench test.


3/14/19: Meter pulled for bench test and sent to Mars.

3/25/19: $693.68 tier adjustment credit applied to customer’s account.
4/17/19: MARS returned bench test.
5/15/19: Florida Department of Agriculture and Consumer Services complaint received.
5/24/19: FDACS complaint response sent in.
7/18/19: Customer attended board meeting.
FLORIDA DEPARTMENT OF AGRICULTURE & CONSUMER SERVICES
BUSINESS REPLY FORM

Complaint Of: LINDA J BRADLEY

Corporate/Legal Name: Florida Governmental Utility Authority

Fictitious/DBA Name: __________________________________________

Principal Address: 280 Wekiva Springs Road, Longwood, Florida 32779

Mailing Address: 280 Wekiva Springs Road, Longwood, Florida 32779

Registration/License Number (if applicable): _____________________________________________________________

Email Address: AJohnson@govmserv.com - Lady Lake OfP L C Web Site: www.fgua.com

Telephone: 877-657-8889 Fax: 352-633-9183

Name of Owner: No Owner - Governmental Entity

Name, title, telephone number, email address of person to contact for additional information, if necessary:
Howard B. Adams, Attorney, 850-222-3533, gene@penningtonlaw.com, Ashton Johnson, Community Services Rep., 877-657-8889,
AJohnson@govmserv.com

Please state your position relative to the complaint. (Continue on back if needed)
Please see attached letter.

Please return completed form to:
Florida Department of Agriculture & Consumer Services
Division of Consumer Services
2005 Apalachee Pkwy
Tallahassee FL 32399-6500

Howard E. Adams, Attorney

Florida Department of Agriculture & Consumer Services
Division of Consumer Services
2005 Apalachee Pkwy
Tallahassee FL 32399-6500

Howard E. Adams, Attorney

(Signature)
May 24, 2019

Christy Tomblin  
Senior Consumer Service Analyst  
Florida Department of Agriculture and Consumer Services  
The Rhodes Building  
2005 Apalachee Parkway  
Tallahassee, Florida 32399-6500

RE: Florida Governmental Utility Authority  
Ms. Linda J. Bradley, 1905—17734/CT

Dear Ms. Tomblin:

Our firm, as General Counsel for the Florida Governmental Utility Authority, has been asked to respond to the Department’s recent letter regarding Ms. Linda J. Bradley and her complaint regarding a water bill which she received for the December 2018 to January 2019 period. The bill was for utility services rendered to her real property located at 36751 Sky Crest Blvd., Fruitland Park, FL 34731.

By way of information, the Florida Governmental Utility Authority is an interlocal entity created pursuant to Section 163.01 (7)(g), Florida Statutes. Under that statute, the FGUA operates as a governmental entity with the same privileges and immunities enjoyed by its member cities or communities. One of the primary functions of the FGUA has been to acquire, own and operate distressed utilities in order to provide better utility service, better water quality or wastewater service, and after rehabilitation of the systems, to sell these utilities to the host governments when requested. FGUA currently operates in 15 counties throughout the state and has a governing board consisting of six representatives appointed by the current member governments of the Authority. All counties in which FGUA operates have been invited to join the FGUA, but some have chosen not to do so at this time. The offer to have a representative on the Board remains open in all counties which are served.

Both Ms. Ashton Johnson, FGUA Community Services Representative, and I are familiar with the claims of Ms. Linda Bradley. As indicated by the information furnished to you and as indicated by the billing records of the property, furnished here as Attachment A, there appears to be a large anomaly for that month of December-January billing.

The water bills for the 21 months included here are consistent with a usage rate of 5000 to 7500 gallons throughout that period of time. The water usage is consistent with past patterns and is also consistent with seasonal use. Because of the heat or the dryness, some usages do
increase during the summer months and then return to a lower rate during the winter months. The distinctly different charges were only incurred for the month of December 2018-January 2019.

Note that there is a base fee charged to all accounts which is a minimum monthly fee—even if no water is utilized. This is to pay for the upkeep of the system, administrative fees and maintaining water treatment facilities. Usage fees are then added pursuant to an increasing rate structure. Initial water usage up through 6000 gallons is based on the fee of $78 per hundred gallons. If usage is over 6000 gallons, the additional usage is charged $1.17 per hundred gallons. The third tier is for all usage over 12,000 gallons and is charged at $1.56 per hundred gallons. These charges are known as an increasing tier rate structure. It is designed to encourage water conservation and lessen consumption as the user pays increasingly higher rates for all increasing amounts of water usage.

When brought to the FGUA’s attention, customer service personnel talked with Ms. Bradley and worked with her to try and determine what incident could have possibly happened and to provide some type of accommodation for the incident causing this high usage.

It is normal practice for FGUA to provide a courtesy leak adjustment, which is 50 percent of the difference in the usage and the normal bill average. This results normally in cutting a bill approximately in half if a leak occurs. The utility is aware that a leak can go unnoticed should it occur underground or if due to an accident while a person is away. Examples of accidents include a sprinkler head broken by a lawn maintenance service, a broken hose bib, or some other mishap which may cause a large amount of water to escape without the customer’s knowledge. In continuing to work with Mrs. Bradley, both she and the tenant have denied, and continue to deny, that there were any leaks that occurred on the property.

Ms. Bradley has also suggested that the meter on the property was at fault. FGUA performed a meter accuracy test, and found the meter working properly. At her request and at her expense of $40.00, the meter was pulled and tested by a third party, neutral testing facility. The meter was found to be accurate, or in fact, slightly slow. See, Attachment B. FGUA has never experienced a “runaway” meter that was wildly inaccurate for one month and returned to normal in following months.

While FGUA will be happy to replace this meter, in FGUA’s experience, this would result in a slight increase in monthly water charges at this location since a new meter would be more accurate and would likely register higher than the existing meter. Again, it has not been the utility’s experience that a meter could suddenly malfunction for one month, and then return to normal patterns of usage the following month.

Based on past experience, FGUA continues to believe that there was some unexplained usage such as a sprinkler or hose left on for an extended period, a leak in a toilet, or some other device inside the home leading to an extended period of time with water running continuously to account for the increase in water consumption. One other possibility is that a child may have
turned on the water and when discovered that the water was running, it was turned off prior to the tenant’s return. Mrs. Bradley has talked to the tenants and to the septic tank company, but there is no further explanation offered of the usage pattern.

FGUA’s staff offered Ms. Bradley what is known as a “courtesy tier reduction” of $693.68 in the amount owed. Rather than require payment of the full $1,479.38 charge, FGUA reduced the charges to provide that all of the gallons used would be charged at the lowest rate of $.78 cents per hundred gallons. The tier adjustment was proposed in an attempt to reach an accommodation with Ms. Bradley. Had there been a leak that was repaired by a local plumber or some similar situation, a leak adjustment could have been requested. A leak adjustment would have resulted in an adjustment of $714.94. The difference in these two adjustment methods would have been $21.26.

The requested amount that Ms. Bradley paid was the amount of $1,479.38, less the $693.68 courtesy tier adjustment, plus February’s billing statement of $124.79, for a total paid of $910.49, due to the utility’s desire to reach an accommodation and due to the uncertainty over the leak or what could have caused such a large discrepancy in usage patterns.

While the FGUA understands that leaks and accidents occur, FGUA as a utility is unable to provide free water service or service that does not recognize usage of the amount of water at each customer location.

The FGUA utility system like many others in Florida, is financed with bonds which were issued in order to perform needed maintenance and upgrades of the system. The bond covenants, and legal requirements of those bonds, require that fair rates be established and applied equally to all customers of each rate classification. The covenants also provide that there can be no free service to customers. In addition, FGUA is legally bound by these bond covenants to try and recover all amounts due and owing to the utility. FGUA has liberal customer service policies and has consistently tried to work with customers in both an understanding manner and to lessen charges where, due to unforeseen circumstances, high utility bills occur.

While both the customer service staff and the system manager have the ability to make some accommodations to customers with regard to high utility bills or problems, the staff is unable to waive all charges and bill Ms. Bradley as requested for one month based on her highest usage utility bills over the last year.

The FGUA Board does have the ability to vote to adjust utility fees under extenuating circumstances. FGUA would be happy for Ms. Bradley to attend a meeting of the FGUA Board and to request additional action in regard to her service.

The Board meets monthly, in either person or by video conference call. FGUA can arrange for Ms. Bradley to appear either by videoconference or to come to a Board meeting in person should she desire to do so when the Board next meets closest to her residence in Lake
County. The in-person Board meetings are most often held in a central location (Pasco County, Polk County or Lee County) where the majority of FGUA customers are located. From time to time, the Board meetings are held in other counties such as Marion, which is closest to her residence. She can also appear by video conference from the Lady Lake customer service office where she can interact with the Board through video teleconference at any of the Board Meetings. A copy of the schedule for the remaining Board meetings for 2019 is attached for your convenience as Attachment C.

FGUA appreciates this opportunity to share with the Department of Agriculture and Consumer Services the FGUA concerns and is willing to continue to work with Ms. Bradley to try and determine a cause for this unexplained large usage for one month. FGUA is also happy for her to appear before the Board with regard to her concerns. Please let me know if FGUA can furnish further information, or if FGUA can be of further assistance in this matter.

Sincerely,

Howard E. Adams
Remit Payment To:
Florida Governmental Utility Authority
P.O. Box 151225
Cape Coral, FL 33915

Or visit us at www.fgua.com

Former Aqua Systems

Office Hours..........................Monday - Friday 8 AM to 5 PM
Telephone (M-F) 8:00 AM to 5:00 PM (352) 633-9700
Toll Free.................................(877) 657-8889

Bills are due when rendered, and delinquent if not paid within 25 days. Water service may then, after five (5) days written notice, be discontinued for non-payment of either the water or sewer service. Service will be resumed only upon payment of all past due water and sewer bills and penalties together with a reconnect charge.

Billing Detail

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>Amount Owed From Last Bill</td>
<td>$70.03</td>
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<tr>
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<td>Total Payments Received</td>
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<td>Prior Balance</td>
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<td>New Charges</td>
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<tr>
<td>Base Fee</td>
<td>$22.80</td>
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<tr>
<td>Water 60 @ 0.780000</td>
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<td>Water 60 @ 1.173000</td>
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<td>Total Water 970 Kgal Charges</td>
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<td>Total Current Charges</td>
<td>$1479.38</td>
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<tr>
<td>Total Amount Due 02/14/2019</td>
<td>$1479.38</td>
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</table>

Please detach along perforation and return this portion with your payment. Keep top portion for your records.

Amount Due by 02/14/2019 $1479.38
Amount Enclosed: $

Pay Online www.FGUA.com
or pay by phone at 855-396-1256

Florida Governmental Utility Authority
P.O. Box 151225
Cape Coral, FL 33915

ATTACHMENT A
Remit Payment To:
Florida Governmental Utility Authority
P.O. Box 151225
Cape Coral, FL 33915
Or visit us at www.fgua.com

Bills are due when rendered, and delinquent if not paid within 20 days. Water service may then, after five (5) days written notice, be discontinued for non-payment of either the water or sewer service. Service will be resumed only upon payment of all past due water and sewer bills and penalties together with a reconnect charge.

<table>
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<tr>
<th>ACCOUNT NUMBER</th>
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<th>STATEMENT DATE</th>
<th>DUE DATE</th>
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</thead>
<tbody>
<tr>
<td>223198</td>
<td>36751 SKYCREST BLVD</td>
<td>01/26/2018</td>
<td>02/15/2018</td>
</tr>
</tbody>
</table>

**Water Use History**

- **Usage**
  - 1/15/2017: 12/15/2017 to 01/16/2018

**Billing Detail**

- **Amount Owed From Last Bill**: $81.45
- **Total Payments Received**: $81.45
- **Prior Balance**: $0.00
- **New Charges**
  - **Base Fee**: $21.34
  - **Water 60 @ 0.726000**: $43.68
  - **Water 15 @ 1.095000**: $16.43
  - **Total Water 75 HGL Charges**: $81.45
- **Total Current Charges**: $81.45
- **Total Amount Due**: 02/15/2018: $81.45

**Message Center**

- Balance inquiries can be checked and payments made 24 hours a day, 365 days a year by calling our automated payment system at 1-855-396-1256 and using a major credit card or a debit card.
- Your statement reflects all payments received and posted through 1/23/16. Any payments posted after that date will be reflected on your next statement.

Please detach along perforation and return this portion with your payment. Keep top portion for your records.

Florida Governmental Utility Authority - AQ
510 Highway 468, Suite 204
Lady Lake, FL 32159

Check this box for address correction or message. Please print on reverse side.
Acct #: 223198

ALAN/LINDA BRADLEY
5600 MARION COUNTY RD
LADY LAKE FL 32159

Amount Due by 02/15/2018: $81.45
Amount Enclosed: $0

Pay Online: www.FGUA.com
or pay by phone at 855-396-1256

Florida Governmental Utility Authority
P.O. Box 151225
Cape Coral, FL 33915
Remit Payment To:
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P.O. Box 151225
Cape Coral, FL 33915

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Telephone (M-F) 8:00 AM to 5:00 PM (352) 633-9700
Toll Free..............................(877) 657-8889

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<table>
<thead>
<tr>
<th>ACCOUNT NUMBER</th>
<th>SERVICE ADDRESS</th>
<th>STATEMENT DATE</th>
<th>DUE DATE</th>
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</thead>
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<td>223198</td>
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<td>03/14/2019</td>
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<th># OF DAYS</th>
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<td>02/15/2019</td>
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Water Use History

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<tr>
<td>100</td>
</tr>
</tbody>
</table>

Message Center

- Your statement reflects all payments received and posted through 2/14/19. Any payments posted after that date will be reflected on your next statement.

Billing Detail

- Amount Owed From Last Bill: $1479.38
- Adjustments: $0.00
- Total Payments Received: $0.00
- Prior Balance: $1479.38
- New Charges:
  - Base Fee: $22.86
  - Water 50 @ 0.78@: $46.50
  - Water 47 @ 1.17@: $55.13
- Total Water 107 Hgal Charges: $124.79
- Total Current Charges: $124.79
- Total Amount Due 03/14/2019: $1604.17

Past Due (PAY NOW to Avoid Disconnection) .............. $1479.38

Please detach along perforation and return this portion with your payment. Keep top portion for your records.

000223198 0160417

Amount Due by 03/14/2019 ...................................... $1604.17
Amount Enclosed: ..................................................... $

Florida Governmental Utility Authority - AQ
510 Highway 486, Suite 204
Lady Lake, FL 32159

Check this box for address correction or message. Please print on reverse side.
Acct# 223198

LINDA BRADLEY
5800 MARION COUNTY RD
LADY LAKE FL 32159
Remit Payment To:
Florida Governmental Utility Authority
P.O. Box 151225
Cape Coral, FL 33915
Or visit us at www.fgua.com

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<tr>
<td>223198</td>
<td>36751 SKYCREST BLVD</td>
<td>02/23/2018</td>
<td>03/15/2018</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>METER NUMBER</th>
<th>SERVICE USED</th>
<th># OF DAYS</th>
<th>METER READING</th>
<th>USAGE</th>
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<td>30</td>
<td>4351 Actual</td>
<td>4275 Actual</td>
</tr>
</tbody>
</table>

Water Use History

Message Center

- Balance inquiries can be checked and payments made 24 hours a day, 365 days a year by calling our automated payment system at 1-855-396-1256 and using a major credit card or a debit card.
- Your statement reflects all payments received and posted through 2/16/18. Any payments posted after that date will be reflected on your next statement.

Please detach along perforation and return this portion with your payment. Keep top portion for your records.

Florida Governmental Utility Authority - AQ
510 Highway 466, Suite 204
Lady Lake, FL 32159

Check this box for address correction or message. Please print on reverse side.

Account #: 223198

ALAN/LINDA BRADLEY
5600 MARION COUNTY RD
LADY LAKE FL 32159

Florida Governmental Utility Authority
P.O. Box 151225
Cape Coral, FL 33915

Amount Due by 03/15/2018 $62.11
Amount Enclosed: 

Pay Online www.FGUA.com
or pay by phone at 855-396-1256
Remit Payment To:
Florida Governmental Utility Authority
P.O. Box 151225
Cape Coral, FL 33916
Or visit us at www.fgua.com

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Toll Free: (877) 657-8889

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ACCOUNT NUMBER | SERVICE ADDRESS | STATEMENT DATE | DUE DATE | 
-----------------|-----------------|---------------|----------| 
223198           | 38751 SKYCREST BLVD | 03/23/2018    | 04/12/2018 |

Meter Number: 56614564

Meter Reading:

From: 02/15/2018
To: 03/15/2018

Usage: 81

Bills are due when rendered, and delinquent if not paid within 20 days. Water service may, after five (5) days written notice, be discontinued for non-payment of either the water or sewer service. Service will be resumed only upon payment of all past due water and sewer bills and penalties together with a reconnect charge.

Water Use History

Message Center

- Balance inquiries can be checked and payments made 24 hours a day, 365 days a year by calling our automated payment system at 1-866-396-1256 and using a major credit card or a debit card.
- Your statement reflects all payments received and posted through 3/19/18. Any payments posted after that date will be reflected on your next statement.

Billing Detail

Amount Owed From Last Bill: $62.11
Adjustments: $0.00
Total Payments Received: $62.11
Prior Balance: $50.00

New Charges
- Base Fee: $21.34
- Water (6 @ 0.728000): $43.68
- Water 1 @ 1.095000: $1.10
- Total Water 01 HGAL Charges: $66.12
- Total Current Charges: $66.12
- Total Amount Due 04/12/2018: $66.12

Please detach along perforation and return this portion with your payment. Keep top portion for your records.

000223198 0006612

Florida Governmental Utility Authority - AQ
510 Highway 466, Suite 204
Lady Lake, FL 32159

Check this box for address correction or message. Please print on reverse side.
Account: 223198

ALAN/LINDA BRADLEY
5600 MARION COUNTY RD
LADY LAKE FL 32159

04/12/2018

Florida Governmental Utility Authority
P.O. Box 151225
Cape Coral, FL 33916

Amount Due by 04/12/2018: $66.12
Amount Enclosed: $

Pay Online www.FGUAn.com
or pay by phone at 855-396-1256
Remit Payment To:
Florida Governmental Utility Authority
P.O. Box 151225
Cape Coral, FL 33915
Or visit us at www.fgua.com

Former Aqua Systems

Office Hours: Monday - Friday 8 AM to 5 PM
Telephone (M-F) 8:00 AM to 5:00 PM (352) 633-9700
Toll Free: (877) 657-8889

Bills are due when rendered, and delinquent if not paid within 20 days. Water service may then, after five (5) days written notice, be discontinued for non-payment of either the water or sewer service. Service will be resumed only upon payment of all past due water and sewer bills and penalties together with a reconnect charge.

Water Use History

Message Center

- Balance inquiries can be checked and payments made 24 hours a day, 365 days a year by calling our automated payment system at 1-855-396-1256 and using a major credit card or a debit card.
- Your statement reflects all payments received and posted through 4/17/18. Any payments posted after that date will be reflected on your next statement.

Please detach along perforation and return this portion with your payment. Keep top portion for your records.

00023198 0006356

Amount Due by 05/13/2018 $63.56
Amount Enclosed: $

Pay Online www.fgua.com
or pay by phone at 855-396-1256

Florida Governmental Utility Authority
P.O. Box 151225
Cape Coral, FL 33915
Remit Payment To:
Florida Governmental Utility Authority
P.O. Box 151225
Cape Coral, FL 33915

Or visit us at www.fgua.com

Former Aqua Systems

Office Hours.................. Monday - Friday 8 AM to 5 PM
Telephone (M-F) 8:00 AM to 5:00 PM (352) 633-8700
Toll Free..............................(877) 657-8889

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Water Use History

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</tbody>
</table>

Previous Month's Usage

Billing Detail

- Amount Owed From Last Bill: $63.56
- Adjustments: $0.00
- Total Payments Received: $63.56
- Prior Balance: $0.00
- New Charges
  - Base Fee: $21.34
  - Water 53 @ 0.720000 $38.58
- Total Water 53 HGAL Charges: $59.92
- Total Current Charges: $59.92
- Total Amount Due: $69.92

Your statement reflects all payments received and posted through 5/18/18. Any payments posted after that date will be reflected on your next statement.

The FGUA will hold a public hearing to consider updates to its Water and Wastewater Impact Fees for the Lake-Aqua Utility System on June 20, 2018, at 6:00 P.M. at the Town of Lady Lake Community Building, 237 West Guava Street, Lady Lake, FL 32159 and on June 21, 2018, at 1:00 P.M. at Central Florida Development Council Office, 2701 Lake Myrtle Park Road, Auburndale, FL 33823. If you have any questions, please contact the Clerk to the FGUA Board at (877) 552-FGUA.

Please detach along perforation and return this portion with your payment. Keep top portion for your records.

Florida Governmental Utility Authority - AQ
510 Highway 466, Suite 204
Lady Lake, FL 32159

ALAN/LINDA BRADLEY
5000 MARION COUNTY RD
LADY LAKE FL 32159

Check this box for address correction or message. Please print on reverse side.
Acct#: 223198

Florida Governmental Utility Authority
P.O. Box 151225
Cape Coral, FL 33915

Amount Due by 06/10/2018: $59.92
Amount Enclosed: $
Remit Payment To:
Florida Governmental Utility Authority
P.O. Box 151225
Cape Coral, FL 33915

Or visit us at www.fgua.com

Former Aqua Systems

Office Hours: Monday - Friday 8 AM to 5 PM
Telephone (M-F) 8:00 AM to 5:00 PM (352) 633-9700
Toll Free: (877) 637-8889

Bills are due when rendered, and delinquent if not paid within 20 days. Water service may then, after five (5) days written notice, be discontinued for non-payment of either the water or sewer service. Service will be resumed only upon payment of all past due water and sewer bills and penalties together with a reconnect charge.

Amount Owed From Last Bill: $59.92
Adjustments: $0.00
Total Payments Received: $59.92
Prior Balance: $0.00
New Charges:
Base Fee: $21.34
Water $0 @ 0.728000: $0.00
Water @ 1.095000: $9.86
Total Water 69 gal Charges: $74.68
Total Current Charges: $74.68
Total Amount Due: $74.68

Amount Due by 07/12/2018: $74.68
Amount Enclosed: $

Pey Online www.fgua.com or pay by phone at 855-396-1256

Florida Governmental Utility Authority - AQ
510 Highway 466, Suite 204
Lady Lake, FL 32159

Check this box for address correction or message. Please print on reverse side.
Account #: 223198

ALAN/LINDA BRADLEY
5600 MARION COUNTY RD
LADY LAKE FL 32159
Remit Payment To:
Florida Governmental Utility Authority
P.O. Box 151225
Cape Coral, FL 33915
Or visit us at www.fgua.com

Former Aqua Systems

Office Hours: Monday - Friday 8 AM to 5 PM
Telephone (M-F): 8:00 AM to 5:00 PM (352) 633-9700
Toll Free: (877) 657-8889

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Water Use History

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Message Center

- View your FGUA 2017 Water Quality Report at https://www.fgua.com/docs/ocu/2017/skycrest.pdf. It contains important information about the source and quality of your drinking water. We detected 10 contaminants and none were above the EPA acceptable levels for drinking water. If you prefer a copy mailed to you, please call (877) 657-8889 or check the box on the back of your stub.
- Your statement reflects all payments received and posted through 12/20/16. Any payments posted after that date will be reflected on your next statement.

please detach along perforation and return this portion with your payment. keep top portion for your records.

Florida Governmental Utility Authority - AQ
510 Highway 486, Suite 204
Lady Lake, FL 32159

Check this box for address correction or message. Please print on reverse side.

ALAN/LINDA BRADLEY
5600 MARION COUNTY RD
LADY LAKE FL 32159

Amount Due by 08/13/2018 $65.02
Amount Enclosed: $ 

Pay Online www.FGUA.com
or pay by phone at 855-396-1256

Florida Governmental Utility Authority
P.O. Box 151225
Cape Coral, FL 33915
Remit Payment To:
Florida Governmental Utility Authority
P.O. Box 151225
Cape Coral, FL 33915

Or visit us at www.fgua.com

Bills are due when rendered, and delinquent if not paid within 20 days. Water service may then, after five (5) days written notice, be discontinued for non-payment of either the water or sewer service. Service will be resumed only upon payment of all past due water and sewer bills and penalties together with a reconnect charge.

ACCOUNT NUMBER | SERVICE ADDRESS | STATEMENT DATE | DUE DATE |
--- | --- | --- | --- |
223198 | 38751 SKYCREST BLVD | 08/22/2018 | 09/11/2018 |

METER NUMBER | SERVICE USED | # OF DAYS | METER READING | USAGE |
--- | --- | --- | --- | --- |
58614554 | FROM | TO | CURRENT | PREVIOUS |
07/17/2018 | 08/15/2018 | 29 | 4669 | 4632 |

Water Use History

Message Center
- View your FGUA 2017 Water Quality Report at https://www.fgua.com/docs/cc/2017/skycrest.pdf It contains important information about the source and quality of your drinking water. We detected 10 contaminants and none were above the EPA acceptable levels for drinking water. If you prefer a copy mailed to you please call (877) 957-9898 or check the box on the back of your stub.
- Your statement reflects all payments received and posted through 8/14/18. Any payments posted after that date will be reflected on your next statement.

Florida Governmental Utility Authority - AQ
510 Highway 466, Suite 204
Lady Lake, FL 32159

Check this box for address correction or message. Please print on reverse side.
Acct#: 223198

ALAN/LINDA BRADLEY
5600 MARION COUNTY RD
LADY LAKE FL 32159

Florida Governmental Utility Authority
P.O. Box 151225
Cape Coral, FL 33915

Pay Online www.FGUA.com
or pay by phone at 855-356-1256
Remit Payment To:
Florida Governmental Utility Authority
P.O. Box 151225
Cape Coral, FL 33915

Or visit us at www.fgua.com

Former Aqua Systems

Office Hours..........................Monday - Friday 8 AM to 5 PM
Telephone (M-F) 8:00 AM to 5:00 PM (352) 833-9700
Toll Free......................................(877) 857-9889

Bills are due when rendered, and delinquent if not paid within 20 days. Water service may then, after five (5) days written notice, be discontinued for non-payment of either the water or sewer service. Service will be resumed only upon payment of all past due water and sewer bills and penalties together with a reconnect charge.

---

ACCOUNT NUMBER | SERVICE ADDRESS | STATEMENT DATE | DUE DATE
223196 | 36751 SKYCREST BLVD | 09/25/2018 | 10/15/2018

METER NUMBER | SERVICE USED | # OF DAYS | WATER USAGE
50814564 | FROM 09/15/2018 TO 09/19/2018 | 32 | 4749 Actual | 4689 Actual | 60

---

Water Use History

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<th>Gallons</th>
<th>Previous Month's Usage</th>
<th>Actual Usage</th>
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</table>

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Billing Detail

Amount Owed From Last Bill ........................................... $62.84
Adjustments ................................................................... $0.00
Total Payments Received .................................................. $62.84
Prior Balance ................................................................ $0.00
New Charges
Base Fee ....................................................................... $21.34
Water 80 @ 0.720000 ....................................................... $43.68
Total Water 66 MGAL Charges .......................................... $65.02
Total Current Charges ...................................................... $65.02
Total Amount Due 10/15/2018 ........................................... $65.02

---

Message Center

Your statement reflects all payments received and posted through 9/23/18. Any payments posted after that date will be reflected on your next statement.

---

Florida Governmental Utility Authority - AC
510 Highway 466, Suite 204
Lady Lake, Fl 32159

☐ Check this box for address correction or message. Please print on reverse side.
Acct#: 223196

ALAN/LINDA BRADLEY
5600 MARION COUNTY RD
LADY LAKE FL 32159

Please detach along perforation and return this portion with your payment. Keep top portion for your records.

Amount Due by 10/15/2018 ........................................... $65.02
Amount Enclosed: $

Pay Online www.FGUA.com
or pay by phone at 855-396-1256

Florida Governmental Utility Authority
P.O. Box 151225
Cape Coral, FL 33915
Remit Payment To:
Florida Governmental Utility Authority
P.O. Box 151225
Cape Coral, FL 33915

Or visit us at www.fgua.com

Former Aqua Systems

Office Hours: Monday - Friday 8 AM to 5 PM
Telephone (M-F) 8:00 AM to 5:00 PM (352) 633-9700
Toll Free: (877) 657-9389

Bills are due when rendered, and delinquent if not paid within 20 days. Water service may then, after five (5) days written notice, be discontinued for non-payment of either the water or sewer service. Service will be resumed only upon payment of all past due water and sewer bills and penalties together with a reconnect charge.

---

**Account Number**: 223198
**Service Address**: 38751 SKYCREST BLVD
**Statement Date**: 09/27/2017
**Due Date**: 10/17/2017

<table>
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<th>Meter Number</th>
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<th># of Days</th>
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<th>Previous Reading</th>
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<td>5990 Actual</td>
<td>3902 Actual</td>
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**Water Use History**

- **Usage**
  - October: 120
  - November: 100
  - December: 80
  - January: 60
  - February: 40
  - March: 20
  - April: 10
  - May: 8
  - June: 6
  - July: 4
  - August: 0
  - September: 100

**Message Center**

- Balances inquiries can be checked and payments made 24 hours a day, 365 days a year by calling our automated payment system at 1-855-396-1256 and using a major credit card or a debit card.
- Your statement reflects all payments received and posted through 9/25/17. Any payments posted after that date will be reflected on your next statement.

---

**Billing Detail**

- **Amount Owed From Last Bill**: $71.18
- **Adjustments**: $0.00
- **Total Payments Received**: $71.18
- **Prior Balance**: $0.00
- **New Charges**
  - **Base Fee**: $20.90
  - **Water 50 @ 0.712000**: $42.78
  - **Water 20 @ 1.072000**: $30.02
- **Total Water 68,000 Gals Charges**: $93.70
- **Total Current Charges**: $93.70
- **Total Amount Due 10/17/2017**: $93.70

---

Please detach along perforation and return this portion with your payment. Keep top portion for your records.

000223198 0009370

---

Florida Governmental Utility Authority - AQ
510 Highway 466, Suite 224
Lady Lake, FL 32159

☐ Check this box for address correction or message. Please print on reverse side.
Account: 223198

ALAN/LINDA BRADLEY
5600 MARION COUNTY RD
LADY LAKE FL 32159

---

Florida Governmental Utility Authority
P.O. Box 151225
Cape Coral, FL 33916

Amount Due by 10/17/2017: $93.70
Amount Enclosed: $

Pay Online www.FGUA.com
or pay by phone at 855-396-1265
Remit Payment To:
Florida Governmental Utility Authority
P.O. Box 151225
Cape Coral, FL 33915
Or visit us at www.fgua.com

Former Aqua Systems

Office Hours: Monday - Friday 8 AM to 5 PM
Telephone (M-F) 8:00 AM to 5:00 PM (352) 633-9700
Toll Free: (877) 657-8889

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<table>
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<tr>
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<th>SERVICE ADDRESS</th>
<th>STATEMENT DATE</th>
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<td>36751 SKYCREST BLVD</td>
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<td>11/11/2018</td>
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Water Use History

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</table>

Message Center

- Your statement reflects all payments received and posted through 10/16/18. Any payments posted after that date will be reflected on your next statement.

Billing Detail

- Amount Owed From Last Bill: $65.02
- Adjustments: $0.00
- Total Payments Received: $65.02
- Prior Balance: $0.00

New Charges
- Base Fee: $32.68
- Water 1 @ 1.173000: $1.17
- Total Water: $34.85

- Total HGAL Charges: $70.83
- Total Current Charges: $76.63
- Total Amount Due 11/11/2018: $76.63

Please detach along perforation and return this portion with your payment. Keep top portion for your records.

000223198 0007063

Florida Governmental Utility Authority - AC
510 Highway 466, Suite 204
Lady Lake, FL 32159

☐ Check this box for address correction or message. Please print on reverse side.

Account: 223198

ALAN/LINDA BRADLEY
5600 MARION COUNTY RD
LADY LAKE FL 32159

Florida Governmental Utility Authority
P.O. Box 151225
Cape Coral, FL 33915

Amount Due by 11/11/2018: $70.63
Amount Enclosed: $
Remit Payment To:
Florida Governmental Utility Authority
P.O. Box 151225
Cape Coral, FL 33915
Or visit us at www.fgua.com

Former Aqua Systems
Office Hours: Monday - Friday 8 AM to 5 PM
Telephone: (M-F) 8:00 AM to 5:00 PM (352) 633-9700
Toll Free: (877) 657-8889

Bills are due when rendered, and delinquent if not paid within 20 days. Water service may then, after five (5) days written notice, be discontinued for non-payment of either the water or sewer service. Service will be resumed only upon payment of all past due water and sewer bills and penalties together with a reconnect charge.

Amount Owed From Last Bill: $93.70
Adjustments: $0.00
Total Payments Received: $93.70
Prior Balance: $0.00
New Charges:
- Base Fee: $21.34
- Water 60 @ 0.728000: $43.68
- Water 15 @ 1.095000: $16.43
Total Water 75 HGL Charges: $81.45
Total Current Charges: $81.45
Total Amount Due by 11/14/2017: $81.45

Please detach along perforation and return this portion with your payment. Keep top portion for your records.

Florida Governmental Utility Authority - AQ
510 Highway 466, Suite 204
Lady Lake, FL 32159

Check this box for address correction or message. Please print on reverse side.
Acct#: 223198

Florida Governmental Utility Authority
P.O. Box 151225
Cape Coral, FL 33915

Amount Due by 11/14/2017: $81.45
Amount Enclosed: $
Remit Payment To:
Florida Governmental Utility Authority
P.O. Box 151225
Cape Coral, FL 33916
Or visit us at www.fgua.com

Former Aqua Systems

Office Hours: Monday - Friday 8 AM to 5 PM
Telephone (M-F) 8:00 AM to 5:00 PM (352) 633-9700
Toll Free: (877) 857-8889

Bills are due when rendered, and delinquent if not paid within 20 days. Water service may then, after five (5) days written notice, be discontinued for non-payment of either the water or sewer service. Service will be resumed only upon payment of all past due water and sewer bills and penalties together with a reconnect charge.

ACCOUNT NUMBER | SERVICE ADDRESS | STATEMENT DATE | DUE DATE |
--- | --- | --- | --- |
223198 | 36751 SKYCREST BLVD | 11/26/2018 | 12/19/2018 |

| METER NUMBER | SERVICE USED | # OF DAYS | METER READING | USAGE |
--- | --- | --- | --- | --- |
5961456 | FROM | TO | CURRENT | PREVIOUS |
| 10/15/2018 | 11/15/2018 | 32 | 4883 | 4810 | 73 |

Water Use History

Message Center

Your statement reflects all payments received and posted through 11/19/18. Any payments posted after that date will be reflected on your next statement.

Please detach along perforation and return this portion with your payment. Keep top portion for your records.

Amount Due by 12/16/2018 $84.91

Amount Enclosed: $
Remit Payment To:
Florida Governmental Utility Authority
P.O. Box 151225
Cape Coral, FL 33915
Or visit us at www.fgua.com

Former Aqua Systems

Office Hours: Monday - Friday 8 AM to 5 PM
Telephone (M-F) 8:00 AM to 5:00 PM (352) 633-9700
Toll Free: (877) 657-8889

Bills are due when rendered, and delinquent if not paid within 20 days. Water service may then, after five (5) days written notice, be discontinued for non-payment of either the water or sewer service. Service will be resumed only upon payment of all past due water and sewer bills and penalties together with a reconnect charge.

<table>
<thead>
<tr>
<th>ACCOUNT NUMBER</th>
<th>SERVICE ADDRESS</th>
<th>STATEMENT DATE</th>
<th>DUE DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>223198</td>
<td>35751 SKYCREST BLVD</td>
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<td>12/17/2017</td>
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<table>
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<tr>
<th>METER NUMBER</th>
<th>SERVICE USED</th>
<th># OF DAYS</th>
<th>METER READING</th>
<th>USAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>56814554</td>
<td>FROM 10/16/2017 TO 11/15/2017</td>
<td>30</td>
<td>4145 Actual</td>
<td>4055 Actual</td>
</tr>
</tbody>
</table>

Water Use History

Message Center

- Balance inquiries can be checked and payments made 24 hours a day, 365 days a year by calling our automated payment system at 1-855-398-1256 and using a major credit card or a debit card.
- Any payments posted after that date will be reflected on your next statement.

Please detach along perforation and return this portion with your payment. Keep top portion for your records.

Florida Governmental Utility Authority - AQ
510 Highway 466, Suite 204
Lady Lake, FL 32159

Check this box for address correction or message. Please print on reverse side.
Acct#: 223198

ALAN/LINDA BRADLEY
8600 MARION COUNTY RD
LADY LAKE FL 32159

Amount Due by 12/17/2017 $86.92
Amount Enclosed: $0

Pay Online www.FGUA.com
or pay by phone at 855-398-1256

Florida Governmental Utility Authority
P.O. Box 151225
Cape Coral, FL 33915
Former Aqua Systems

Remit Payment To:
Florida Governmental Utility Authority
P.O. Box 151225
Cape Coral, FL 33915

Or visit us at www.fgua.com

Florida Governmental Utility Authority - AQ
510 Highway 496, Suite 254
Lady Lake, FL 32159

Check this box for address correction or message. Please print on reverse side.
Acct#: 223198

ALAN/ LINDA BRADLEY
5600 MARION COUNTY RD
LADY LAKE FL 32159

Water Use History

<table>
<thead>
<tr>
<th>Date</th>
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<td>Feb</td>
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<td>Mar</td>
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<td>Nov</td>
<td>60</td>
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<tr>
<td>Dec</td>
<td>65</td>
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</table>

Previous Month's Usage

Billing Detail

Amount Owed From Last Bill $84.91
Adjustments $0.00
Total Payments Received $84.91
Prior Balance $0.00
New Charges
Base Fee $22.86
Water @ 0.760000 $46.80
Total $70.83
Total Amount Due 01/10/2019 $70.83

Please detach along perforation and return this portion with your payment. Keep top portion for your records.

000223198 0007083

Amount Due by 01/10/2019 $70.83
Amount Enclosed: $

Pay Online www.FGUA.com
or pay by phone at 855-396-1255

Florida Governmental Utility Authority
P.O. Box 151225
Cape Coral, FL 33915
Remit Payment To:
Florida Governmental Utility Authority
P.O. Box 151225
Cape Coral, FL 33915
Or visit us at www.fgua.com

Former Aqua Systems
Office Hours: Monday - Friday 8 AM to 5 PM
Telephone (M-F): 8:00 AM to 5:00 PM (352) 633-9700
Toll Free: (877) 657-8889

Bills are due when rendered, and delinquent if not paid within 20 days. Water service may then, after five (5) days written notice, be discontinued for non-payment of either the water or sewer service. Service will be resumed only upon payment of all past due water and sewer bills and penalties together with a reconnect charge.

<table>
<thead>
<tr>
<th>ACCOUNT NUMBER</th>
<th>SERVICE ADDRESS</th>
<th>STATE DATE</th>
<th>DUE DATE</th>
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<tbody>
<tr>
<td>223198</td>
<td>36751 SKYCREST BLVD</td>
<td>12/26/2017</td>
<td>01/15/2018</td>
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<table>
<thead>
<tr>
<th>METER NUMBER</th>
<th>SERVICE FROM</th>
<th>SERVICE TO</th>
<th># OF DAYS</th>
<th>CURRENT USAGE</th>
<th>PREVIOUS USAGE</th>
<th>USAGE</th>
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<tbody>
<tr>
<td>5661458</td>
<td>11/15/2017</td>
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<td>4200 Actual</td>
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Water Use History

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<td>10</td>
<td></td>
</tr>
<tr>
<td>0</td>
<td></td>
</tr>
</tbody>
</table>

Message Center

- Balance inquiries can be checked and payments made 24 hours a day, 365 days a year by calling our automated payment system at 1-855-396-1256 and using a major credit card or a debit card.
- Your statement reflects all payments received and posted through 12/19/17. Any payments posted after that date will be reflected on your next statement.

Amount Owed From Last Bill $86.92
Adjustments $0.00
Total Payments Received $86.92
Prior Balance $0.00
New Charges
Base Fee $21.34
Water $55 @ 0.728000 $40.04
Total Water 55 Hgal Charges $61.38
Total Current Charges $61.38
Total Amount Due 01/15/2018 $61.38

Please detach along perforation and return this portion with your payment. Keep top portion for your records.

Check this box for address correction or message. Please print on reverse side.
Account: 223198

ALAN/LINDA BRADLEY
5900 MARION COUNTY RD
LADY LAKE FL 32159

Amount Due by 01/15/2018 $61.38
Amount Enclosed: $
Remit Payment To:
Florida Governmental Utility Authority
P.O. Box 151225
Cape Coral, FL 33915
Or visit us at www.fgua.com

Former Aqua Systems

Office Hours: Monday - Friday 8:00 AM to 5:00 PM
Telephone (M-F) 8:00 AM to 5:00 PM (352) 633-9700
Toll Free: (877) 657-8889

Bills are due when rendered, and delinquent if not paid within 20 days. Water service may then, after five (5) days written notice, be discontinued for non-payment of either the water or sewer service. Service will be resumed only upon payment of all past due water and sewer bills and penalties together with a reconnect charge.

ACCOUNT NUMBER | SERVICE ADDRESS | STATEMENT DATE | DUE DATE
-----------------|----------------|---------------|----------
223196           | 36751 SKYCREST BLVD | 05/22/2019   | 06/11/2019 |

METER NUMBER | SERVICE USED | # OF DAYS | METER READING | USAGE
-------------|--------------|-----------|---------------|-----
39043734     | FROM 04/15/2019 TO 05/15/2019 | 30 | 124 Actual | 38

Water Use History

Message Center

- Your statement reflects all payments received and posted through 5/17/19. Any payments posted after that date will be reflected on your next statement.

Amount Owed From Last Bill: $96.99
Adjustments: $0.00
Total Payments Received: $96.99
Prior Balance: $0.00

New Charges
Base Fee
Water 35 @ 0.700000
Total Water 35 H GAL Charges
Total Current Charges
Total Amount Due 06/11/2019

Amount Due by 06/11/2019: $52.50
Amount Enclosed: $52.50

Pay Online www.FGUA.com or pay by phone at 855-396-1256

Florida Governmental Utility Authority - AC
510 Highway 466, Suite 204
Lady Lake, FL 32159

☐ Check this box for address correction or message. Please print on reverse side.
Acct#: 223196

LINDA BRADLEY
5600 MARION COUNTY RD
LADY LAKE FL 32159
Remit Payment To:
Florida Governmental Utility Authority
P.O. Box 151225
Cape Coral, FL 33915

Or visit us at www.fgua.com

Former Aqua Systems

Office Hours: Monday - Friday 8 AM to 5 PM
Telephone (M-F) 8:00 AM to 5:00 PM (352) 633-9700
Toll Free: (677) 657-9889

Bills are due when rendered, and delinquent if not paid within 20 days. Water service may then be discontinued for non-payment of either the water or sewer service. Service will be resumed only upon payment of all past due water and sewer bills and penalties together with a reconnect charge.

<table>
<thead>
<tr>
<th>ACCOUNT NUMBER</th>
<th>SERVICE ADDRESS</th>
<th>STATEMENT DATE</th>
<th>DUE DATE</th>
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<tbody>
<tr>
<td>223198</td>
<td>36751 SKYCREST BLVD</td>
<td>04/22/2019</td>
<td>05/12/2019</td>
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<table>
<thead>
<tr>
<th>METER NUMBER</th>
<th>SERVICE USED</th>
<th># OF DAYS</th>
<th>METER READING</th>
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<tr>
<td>38043734</td>
<td>FROM 03/16/2019 TO 04/15/2019</td>
<td>31</td>
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</table>

Water Use History

Message Center

- Your statement reflects all payments received and posted through 4/17/19. Any payments posted after that date will be reflected on your next statement.

Please detach along perforation and return this portion with your payment. Keep top portion for your records.

Amount Due by 05/12/2019: $98.99
Amount Enclosed: $
Remit Payment To:
Florida Governmental Utility Authority
P.O. Box 151225
Cape Coral, FL 33915

Or visit us at www.fgua.com

Bills are due when rendered, and delinquent if not paid within 20 days. Water service may then, after five (5) days written notice, be discontinued for non-payment of either the water or sewer service. Service will be resumed only upon payment of all past due water and sewer bills and penalties together with a reconnect charge.

ACCOUNT NUMBER | SERVICE ADDRESS | STATEMENT DATE | DUE DATE
--- | --- | --- | ---
223198 | 36751 SKYCREST BLVD | 03/25/2019 | 04/14/2019

<table>
<thead>
<tr>
<th>METER NUMBER</th>
<th>SERVICE USED</th>
<th># OF DAYS</th>
<th>METER READING</th>
<th>USAGE</th>
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<td>56614554</td>
<td>02/15/2019</td>
<td>03/14/2019</td>
<td>27</td>
<td>6095 ( \text{Actual} )</td>
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Water Use History

<table>
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<th>Month</th>
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<td>100</td>
</tr>
<tr>
<td>Nov</td>
<td>100</td>
</tr>
<tr>
<td>Dec</td>
<td>100</td>
</tr>
</tbody>
</table>

Message Center

- Your statement reflects all payments received and posted through 3/21/19. Any payments posted after that date will be reflected on your next statement.

Billing Detail

- Amount Owed From Last Bill: $1604.17
- Adjustments: $0.00
- Total Payments Received: $910.49
- Prior Balance: $693.68
- New Charges
  - Base Fee: $32.26
  - Water 60 \( \text{gallons} \): $46.80
  - Water 7 \( 1,730 \text{gallons} \): $8.21
  - Total Water 67 \( \text{gallons} \): $77.87
  - 417 Bench Test Fee: $40.00
  - 417 Water Residential: - $693.66
- Total Other Charges and Services: $653.68
- Total Current Charges: $575.61
- Total Amount Due 04/14/2019: $117.87
- Past Due (PAY NOW to Avoid Disconnection): $693.68

Please detach along perforation and return this portion with your payment. Keep top portion for your records.

000223198 0011787

Florida Governmental Utility Authority - AQ
510 Highway 486, Suite 204
Lady Lake, FL 32158

Check this box for address correction or message. Please print on reverse side.
Account: 223198

LINDA BRADLEY
5600 MARION COUNTY RD
LADY LAKE FL 32159

Amount Due by 04/14/2019: $117.87
Amount Enclosed: $

Florida Governmental Utility Authority
P.O. Box 151225
Cape Coral, FL 33915

Pay Online www.FGLUA.com
or pay by phone at 855-396-1256
April 4, 2019

US Water Services, Inc.
510 Hwy. 466, Suite 204
Lady Lake, FL 32159

MST#M-2452

<table>
<thead>
<tr>
<th>METER BRAND</th>
<th>SIZE</th>
<th>SERIAL#</th>
<th>FLOWRATE</th>
<th>START READING</th>
<th>UNIT GAL</th>
<th>FINISH READING</th>
<th>ACTUAL VOLUME</th>
<th>PERCENTAGE</th>
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<tr>
<td>Neptune T-10</td>
<td>5/8&quot;</td>
<td>56614554</td>
<td>15 GPM</td>
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<td>US Water- FGUA</td>
<td>2 GPM</td>
<td>609755.5</td>
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<td>609765.3</td>
<td>10</td>
<td>609775.3</td>
<td>9.99</td>
<td>100.10%</td>
</tr>
</tbody>
</table>

METER TEST CERTIFICATION

This letter certifies that the meter tested, was tested on an AWWA approved test bench with a gravimetric weight scale system that is traceable to NIST handbook 4.

Sincerely,

Michael M. Moore
MARS Company
Board Meetings

The FGUA Board typically meets on the third Thursday of the month to conduct business. Board meetings are open to the public and for many meetings you may be able to attend by video at your local customer service office. Board agendas are distributed one week prior to each meeting. For previous meeting minutes, please browse our "Records Search (records)" page. For more information on these meetings, contact the board clerk at (407) 629-6900.

Meeting schedules are set in advance, but dates and locations may change. Please be sure to check this website or give us a call at (877) 552-FGUA (3482) before making travel plans.

2019 Schedule
2019 Board Meetings

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
<th>Time</th>
<th>Topic</th>
</tr>
</thead>
<tbody>
<tr>
<td>Board Meeting</td>
<td>Thursday, January 17, 2019</td>
<td>01:00 PM</td>
<td>Monthly Meeting</td>
</tr>
<tr>
<td>Location:</td>
<td>Video Meeting:</td>
<td></td>
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<tr>
<td></td>
<td>Public may attend at any</td>
<td></td>
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<tr>
<td></td>
<td>FGUA Customer Service Office</td>
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<tr>
<td>Agenda:</td>
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<tr>
<td>Packet:</td>
<td>View Packet (/docs/board/packets/JAN WEB BOOK.pdf)</td>
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<td>Other Info:</td>
<td>View UC 1 Revised Exhibit C - Form of Preliminary Official Statement (/docs/board/more-info/UC 1 Revised Exhibit C - Form of Preliminary Official Statement.pdf)</td>
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<td>View SM 7 Other Items (/docs/board/more-info/SM 7 Other Items.pdf)</td>
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<td>View SM 6 - Pasco County Alternate Board Member (/docs/board/more-info/SM 6 - Pasco County Alternate Board Member.pdf)</td>
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<td>View OP 1 FEMA Funding Agreement Hurricane Irma - Complete item for legal review (002) (/docs/board/more-info/OP 1 FEMA Funding Agreement Hurricane Irma - Complete item for legal review (002).pdf)</td>
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<td>Board Meeting</td>
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<tr>
<td>Event</td>
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<td>Time</td>
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<tr>
<td>Board Meeting</td>
<td>Thursday, March 21, 2019</td>
<td>10:00 AM</td>
<td>Monthly Meeting</td>
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<tr>
<td>Location: Polk County Administration Building</td>
<td>Room 413</td>
<td>330 West Church Street</td>
<td>Bartow, Florida 33830</td>
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<tr>
<td>Board Meeting</td>
<td>Thursday, April 18, 2019</td>
<td>01:00 PM</td>
<td>Monthly Meeting</td>
</tr>
<tr>
<td>Location: Video Meeting: Public may attend at any FGUA Customer Service Office</td>
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<tr>
<td>Board Meeting</td>
<td>Thursday, May 16, 2019</td>
<td>01:00 PM</td>
<td>Monthly Meeting</td>
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<td>Location: Video Meeting: Public may attend at any FGUA Customer Service Office</td>
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<td>Board Meeting</td>
<td>Thursday, June 20, 2019</td>
<td>01:00 PM</td>
<td>Monthly Meeting</td>
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<tr>
<td>Location: Central Florida Development Council Office</td>
<td>2701 Lake Myrtle Park Road</td>
<td>Auburndale, Florida 33823</td>
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<tr>
<td>Board Meeting</td>
<td>Thursday, July 18, 2019</td>
<td>01:00 PM</td>
<td>Monthly Meeting</td>
</tr>
<tr>
<td>Location: Video Meeting: Public may attend at any FGUA Customer Service Office</td>
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<tr>
<td>Board Meeting</td>
<td>Thursday, August 15, 2019</td>
<td>01:00 PM</td>
<td>Monthly Meeting</td>
</tr>
<tr>
<td>Location: Lehigh Acres Municipal Services Improvement District</td>
<td>601 East County Lane</td>
<td>Lehigh Acres, Florida 33936</td>
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<td>Thursday, September 19, 2019</td>
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<td>1805 Golf Course Avenue</td>
<td>Tampa, Florida 33621</td>
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<td>Thursday, November 21, 2019</td>
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#### 2018 Board Meetings

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<td>Board Meeting</td>
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<tr>
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<td>Board Meeting</td>
<td>Thursday, November 16, 2017</td>
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Memorandum

Date: August 15, 2019

To: FGUA Board of Directors

From: John C. Pelham and Howard E. "Gene" Adams, General Counsel

RE: Ms. Linda J Bradley – Consumer Complaint -- High Utility Bill, 36751 Sky Crest Blvd., Fruitland Park, FL 34731

This memorandum is furnished to the Board as information regarding Ms. Linda J. Bradley’s appearance at the Lady Lake offices before the Board, regarding an extremely high water bill for the months of December 2018 – January 2019.

The General Counsel was involved after Customer Service had worked with Ms. Bradley in responding to her complaint. Ms. Bradley did pay her bill after receiving a "tier reduction." Ms. Bradley however paid under protest and her attorney contacted the FGUA General Counsel by letter stating that she paid the bill under protest.

While in the process of preparing a response to her attorney, Mrs. Bradley also filed a complaint with the Florida Department of Agriculture and Consumer Services. In response to the filed complaint, the General Counsel’s office prepared a letter with attachments explaining the issue for the Department of Agriculture and Consumer Services. A copy of that letter and all supporting documentation is attached hereto.

In summary the response to the Department stated:

1. The usage patterns of the tenant residence owned by Mrs. Bradley has been consistent and has metered consistently in the 5000 gallon to 7500 gallon usage range for all months leading up to December 2018, and for all months since January 2019.

2. In FGUA staff experience and the experience of its engineers, there has never been a “run away” meter that had previously registered normally, then registered wildly and inaccurately for one month, returning to normal in succeeding months.

3. The meter was tested by FGUA and also pulled and tested by a third-party testing service. The meter was found to be accurate, in fact slightly slow. This is demonstrated by the report attached to this memo in response to the Florida Department of Agriculture.
4. The customer service personnel had suggested to Mrs. Bradley that some type of accident, toilet malfunction, or other appliance malfunction must have occurred in order to result in this type of abnormal bill for one month. Ms. Bradley’s investigation has revealed that the tenant states there has been no abnormal problems, nor has water been left running for any extended period. Also, Ms. Bradley told customer service she had contacted the septic tank company which services this address, and the company does not believe there have been any untoward amounts of water which flowed through the septic system during that month.

5. FGUA staff gave Ms. Bradley what is known as a “courtesy tier reduction” of $693.68 in the amount owed. Rather than require payment of the full $1,479.38 charge, FGUA reduced the charges to provide that all of the gallons used would be charged at the lowest rate of $.78 cents per hundred gallons. The tier adjustment was proposed in an attempt to reach an accommodation with Ms. Bradley. Had there been a leak that was repaired by a local plumber or some similar situation, a leak adjustment could have been offered. A leak adjustment would have resulted in an adjustment of $714.94. The difference in these two adjustment methods would have been $21.26.

6. The requested amount that Ms. Bradley paid was the amount of $1,479.38, less the $693.68 adjustment, plus February’s billing statement of $124.79, for a total paid of $910.49, due to the utility’s desire to reach an accommodation and due to the uncertainty over the leak or what could have caused such a large discrepancy in usage patterns.

7. While both the customer service staff and the system manager have the ability to make some accommodations to customers with regard to high utility bills or problems, the staff is unable to waive all charges and to bill Ms. Bradley as requested for one month based on her highest usage utility bills over the last year.

8. As stated in the Department of Agriculture response, the FGUA Board does have the ability to vote to adjust utility fees under extenuating circumstances. The response also stated FGUA would be happy for Ms. Bradley to attend a meeting of the FGUA Board and to request additional action in regard to her water service. Ms. Bradley was given a calendar of meetings of the FGUA board and locations for video conference appearance. The Department closed the complaint without further action after receipt of the response from FGUA.

9. Ms. Bradley appeared before the Board by electronic teleconference at the July 18 meeting.
The FGUA has included in its rate structure an on-going base facility charge (to be billed to the property owner) for all inactive accounts. Below is a summary of total billings versus total collections. The FGUA continues to file liens on properties that have inactive account balances over 90 days past due. Courtesy notices were sent to all inactive customers with past due balances allowing them to pay off their full account balance within 30 days to avoid having a lien filed on their property.

<table>
<thead>
<tr>
<th></th>
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<td>Lindrick</td>
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<td>North Ft Myers</td>
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Summary

Provided for your information is the following list of executed Utility Infrastructure Conveyance and Service Agreements by the System Manager since the July 18, 2019 Board meeting.

Consolidated Utility System
- Tractor Supply; 19-002 MHD
  - Located at 21228 Walmart Way, Lutz, FL
  - Project consists of a 18,800 SF retail store
  - FGUA will provide water and wastewater service to the property
  - Anticipated demand is 10 ERCs
  - Approved July 25, 2019

Dunnellon Utility System
- No updates to report

Lake-Aqua Utility System
- No updates to report

Lehigh Acres Utility System
- Kingdom Hall; 18-002 LED
  - Located at 4716 Lee Blvd, Lehigh Acres, FL
  - Project consists of a 200 seat place of worship
  - FGUA will provide water and wastewater service to the property
  - Anticipated demand is 4 ERCs
  - Approved June 24, 2019

Lindrick Utility System
- No updates to report

North Fort Myers Utility System
- No updates to report

Pasco-Aqua Utility System
- No updates to report
Pasco Utility System

- Republic Bank; 19-004 SSD
  - Located at 10577 SR 54, New Port Richey, FL
  - Project consists of a 2,880 SF bank building
  - FGUA will provide water and wastewater service to the property
  - Anticipated demand is 1 ERCs
  - Approved July 22, 2019

- O’Reilly Auto Parts; 19-003 SSD
  - Located at 10617 SR 54, New Port Richey, FL
  - Project consists of a 7,125 SF retail store
  - FGUA will provide water and wastewater service to the property
  - Anticipated demand is 1 ERCs
  - Approved July 25, 2019

Unified-Aqua Utility System

- No updates to report
SM 1  Flagler County Update

This item will be provided as a verbal update.
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This item will be provided as a verbal update.
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<th>Item</th>
<th>LAMSID Update</th>
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This item will be provided as a verbal update.
Florida Governmental Utility Authority
Board Agenda Item
Thursday, August 15, 2019

Item
SM 5 Approval of the West Region General Terms Agreement with U.S. Water Services Corporation

Summary

As reported to the Board at the July meeting, staff has concluded negotiations with U.S. Water Services Corporation (USW), and have finalized a General Terms Agreement for the West Region systems. The proposed agreement will be effective October 1, 2019 and is attached for the Board’s review and consideration. The proposed General terms Agreement is very similar to the one approved by the Board at the July meeting for the South Region systems. As in the South Region agreement, there are numerous changes from the current agreement. Most of the changes are minor language changes and clarifications. You will find attached a document which summarizes the changes from the current General Terms Agreement. The most significant change pertains to the manner in which R&R service delivery is structured and carried out by the Contractor. Regarding R&R, the new agreement:

- eliminates the $7,500 deductible;
- requires Contractor to include R&R labor in Basic O&M Service Fee; and
- creates 3 categories of R&R:
  - Basic R&R (under $1,500) – included in Basic O&M Service Fee;
  - Minor R&R ($1,500 to $7,499) – FGUA pays for Contractor’s costs (excl. labor); implemented through an annual work authorization for the budgeted amount;
  - Major R&R (7,500 to $100,000) - FGUA pays for Contractor’s costs (excl. labor); implemented through a separate work authorization for each project.
  - Anything over $100,000 is considered a capital improvement to be procured separately under the FGUA Purchasing Policy.

A difference from the South Region agreement is that in the West Region, meter replacement will remain as an “Additional Service”, where in the South Region it is treated as any other utility asset within the new definitions of R&R.

Staff believes that the negotiated agreement contains substantial improvements over the current contractual arrangement and recommends approval of the General Terms Agreement with U.S. Water Services Corporation.

Recommendation
Approval of the proposed West Region General Terms Agreement with U.S. Water Services Corporation.
Summary of Changes to the West Region General Terms Agreement

Article I - Definitions and Construction
Primary changes include additions, deletions and significant modification of defined terms; primarily related to the changes to the R&R structure. The primary difference from the South Region General Terms agreement is that meter replacement will be treated as an additional service in the West region.

Article II – General
Primary changes include:

a. Requirement to include R&R staffing in Basic Services Fee (2.02(B));
b. Significant modification to Section 2.07 Subcontracting; including requirement to include a subcontracting plan in the compensation agreement.

Article III – Operation and Maintenance Service
Primary changes include:

a. numerous minor edits and updates;
b. references to GIS & OMS; and other newly defined terms;
c. Requirement for annual capital improvement list changed to Annual Improvement Plan; annual plan to include ensuing fiscal year and five additional fiscal years;
d. Incorporated GIS & OMS into responsibilities;
e. Outlined contractor responsibilities under new R&R approach (Section 3.02); need to make sure processes & procedures are developed and implemented for the new approach;

Article IV – Utility Billing and Customer Service
Primary changes include:

a. numerous minor edits and updates;
b. Incorporation of FGUA adopted policies and procedures;
c. Clarified responsibilities at customer service centers.

Article V – Terms and Termination
Primary changes include:

a. numerous minor edits and updates;
b. Updated and clarified numerous penalty provisions (Section 5.01) for easier interpretation and application;
c. Added a “Termination” section (Section 5.03) addressing termination under default by either party; and adding a termination for convenience by the FGUA with a 30-day notice and a 180-day transition period.

Article VI – General Provisions
Primary changes include:
a. Several minor edits and updates;
b. Added statutorily required Public Records provisions (Section 6.15).

Appendix A – Basic Operation and Maintenance Service Performance Standards

• Primary changes include:
  a. Several edits and updates;
  b. Added OMS/GIS requirements;
  c. Reiterated requirement for 10% of collection system to be cleaned & flushed each year.

Appendix B – Basic Billing and Customer Service Performance Standards

• Primary changes include:
  a. Several minor edits and updates.

Appendix C – Inventory

• Primary changes include:
  a. Need to include physical inventory of vehicles and equipment as part of compensation agreement.

Appendix D – Reports

• Primary changes include:
  a. Several edits and updates.

Appendix E – Schedule of Insurance

• Primary changes include:
  a. Minor edits

Appendix F – Schedule of Fees for Additional Services

• Primary changes include:
  a. Deleted the old schedules and included USW fees for meter replacement, full tap and meters, as well as labor and equipment rates.

Appendix G – Form of Guaranty

• Primary changes include:
  a. Minor edits

Appendix H – Contractor Committed Prices for Certain Types of Capital Improvements and R&R (Deleted)

Appendix I – Contractor’s Additional Labor Costs (Deleted)

Appendix J – Examples of “Repair”, “Renewal”, and “Replacement” (Deleted)
WEST REGION

GENERAL TERMS AGREEMENT
FOR UTILITY OPERATIONS,
MAINTENANCE, BILLING AND
CUSTOMER SERVICE
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AMENDED AND RESTATED

UTILITY OPERATIONS, MAINTENANCE, BILLING AND

CUSTOMER SERVICE AGREEMENT

FOR THE GUA WEST SYSTEMS

THIS AMENDED AND RESTATED UTILITY OPERATIONS, MAINTENANCE, BILLING AND CUSTOMER SERVICE AGREEMENT ("Agreement"), is made and entered into as of this _____ day of ________________, 2019, by and between the Florida Governmental Utility Authority, a legal entity and public body created by interlocal agreement pursuant to section 163.01(7)(g), Florida Statutes (the "GUA"), and U.S. Water Services Corporation, a Florida corporation (the "Contractor").

WITNESSETH:

WHEREAS, the GUA intends by the execution of this General Terms Agreement to enter into a base contract setting forth the scope and terms of the utility operations, maintenance, billing, and customer service to be provided by the Contractor at the standards specified herein and consistent with Prudent Utility Practice; and
WHEREAS, the scope of utility operation and maintenance services, and billing and customer services to be provided for the GUA West Systems as incorporated in this Agreement is intended to meet the following operating objectives of the GUA:

(1) To provide water treatment, water distribution, wastewater collection, wastewater treatment, and wastewater disposal services to the GUA’s utility customers without unnecessary interruption.

(2) To prevent bypass or overflow of sanitary sewage from the GUA transmission systems and treatment plants.

(3) To handle and treat sanitary sewage in a manner that meets or exceeds the requirements of Applicable Law.

(4) To treat and provide potable water that meets or exceeds the requirements of Applicable Law.

(5) To safely operate all treatment plants and other facilities to their optimum capacity and efficiency in accordance with generally accepted Prudent Utility Practices.

(6) To conserve and protect the capital investment in Utility Facilities and to ensure long-term reliability and efficiency of the Utility Facilities by performing adequate, predictive, preventative, periodic, routine, and corrective maintenance, upgrading and replacement of the Utility Facilities consistent with prevailing industry standards.
(7) To provide highly responsive customer service on all issues relating to the provision of Utility Services within the control of the Contractor, including issues pertaining to meter reading, customer billing and utility usage; and

WHEREAS, the Contractor represents that it currently has, and will have throughout the term of this Agreement, the experience, resources and professional skill to provide the Utility Services required to operate and maintain the Utility Facilities, to timely and accurately bill for service provided and to maintain effective relationships with utility customers and other stakeholders.

NOW, THEREFORE, in consideration of the mutual promises, covenants, representations and agreements contained herein, the parties to this Agreement do agree for themselves, their successors and assigns as follows:
ARTICLE I
DEFINITIONS AND CONSTRUCTION

SECTION 1.01. DEFINITIONS.

As used in this Agreement all capitalized words and terms herein shall have the following meanings unless the context requires otherwise:

"Account" shall mean an individual billing unit for water, reuse, and/or wastewater services for which a separate billing invoice is sent to the customer on a monthly basis. A customer receiving one monthly bill for a combination of water, reuse, and wastewater services shall be considered one account.

"Act of God" shall mean (except normal weather conditions for the geographic area), hurricane, tornado, epidemic, landslide, lightning, earthquake, flood, fire or explosion, or similar occurrence, war, strikes, lockouts, blockade, acts of public enemies, insurrection, riot, general unrest, civil disturbance, sabotage, terrorism or similar occurrence. For purposes of this definition, hurricanes shall not be deemed to constitute normal weather conditions for the County or City.

"Additional Services" shall mean the provision of any services not contemplated as a part of the Basic Operation and Maintenance Service, Basic R&R, Minor R&R, Major R&R, and the Basic Billing and Customer Service, as defined and outlined within this
Agreement. Additional Services includes Capital Improvements, Meter Replacement, and Meter Setting and Full Tap and Meters.

"Agreement" shall mean this General Terms Agreement for Utility Operations, Maintenance, Billing and Customer Service, including all appendices, any amendments and supplements hereto executed and delivered in accordance with its terms.

"Annual Maintenance Plan" shall mean the annual plan submitted by the Contractor and approved by the GUA documenting the schedule and performance standards to be used in the preventative and operational maintenance of the Utility Facilities as required in Section 3.01.

"Annual Improvement Plan" shall mean the annual plan submitted by the Contractor to the GUA outlining the needed Capital Improvement projects and proposed R&R projects (both Minor R&R and Major R&R) for the next five (5) year period.

"Annual Safety Audit of Facilities" shall mean the annual audit of facilities submitted by the Contractor to the GUA, which is intended to detect and identify the potential for major safety hazards, and to outline a plan to implement corrective action.

"Applicable Law" shall mean any state or federal constitutional restrictions, any federal or state law, regulation or directive, any local government ordinance, law or directive, any federal or state judicial judgment or order, any federal, state or county administrative order, any federal, state or local permit, and any consent orders or other regulatory compliance agreements entered into with the FDEP, EPA, or other regulatory
agencies which are in effect during the term of this Agreement, or subsequently enacted, adopted, promulgated, issued or enforced, in any manner relating to the Utility Services, the ownership, maintenance and operation of the GUA System and/or the parties' respective obligations.

"Basic Billing and Customer Service" shall mean the provision and performance by the Contractor of the billing and customer services described in Article IV. To define its scope, the term shall specifically include, by way of example and not limitation, the Basic Billing and Customer Service Performance Standards, as specified in Appendix B.

"Basic Billing and Customer Service Fee" shall mean the fixed annual compensation payable monthly to the Contractor by the GUA to compensate the Contractor for the provision of the Basic Billing and Customer Service as provided in the Compensation Agreement.

"Basic Billing and Customer Service Performance Standards" shall mean those specific billing and customer service performance standards provided in Appendix B to guide and define the billing and customer service responsibility of the Contractor in providing the Basic Billing and Customer Service.

"Basic Billing and Customer Service Reports" shall mean those reports listed in Appendix D required to be prepared by the Contractor for the Basic Billing and Customer Service.
"Basic Operation and Maintenance Service" shall generally mean the provision and performance by the Contractor of the operation and maintenance services described in Section 3.01. To define its scope, the term "Basic Operation and Maintenance Service" shall specifically include, by way of example and not limitation, the Basic Operation and Maintenance Service Performance Standards, as specified in Appendix A.

"Basic Operation and Maintenance Service Fee" shall mean the fixed annual compensation payable monthly to the Contractor by the GUA to compensate the Contractor for the provision of the Basic Operation and Maintenance Service as provided in the Compensation Agreement. The Basic Operation and Maintenance Service Fee includes the labor costs associated with all operations and maintenance activities, as well as the labor associated with conducting Basic R&R, Minor R&R, and Major R&R activities, as defined herein.

"Basic Operation and Maintenance Service Performance Standards" shall mean those specific operations and maintenance performance standards provided in Appendix A to guide and define the operation and maintenance responsibility of the Contractor in providing the Basic Operation and Maintenance Service.

"Basic Operation and Maintenance Service Reports" shall mean those reports listed in Appendix D required to be prepared by the Contractor for the Basic Operation and Maintenance Service.
“Basic R&R” shall mean any installation, renewal, repair, replacement, or rehabilitation of Utility Facilities, excluding Meter Replacement, Meter Setting, and Full Tap and Meters, where the Contractor’s Direct Costs are less than $1,500.00.

"Board" shall mean the governing body of the GUA.

"Business Day" shall mean any day other than a Saturday, Sunday, GUA Holiday or any other day on which banking institutions in the State of Florida are authorized or obligated by law to close.

"Capital Improvement" shall mean a utility system improvement with an estimated cost to the GUA of greater than $100,000.

"Capital Improvement Plan" shall mean the annual funding plan adopted by the GUA of projected Capital Improvement projects, Minor R&R projects, and Major R&R projects for the subsequent 5-year period.

"Change in Law" shall mean (a) the enactment, adoption, promulgation, modification or repeal after the Commencement Date of any federal, state, or local law, ordinance, code, rule, regulation or other similar legislation (excluding changes in applicable income tax or other tax rules and regulations of any kind or the interpretation thereof) or the change in interpretation after the Commencement Date, of any federal, state, or local law, ordinance, code, rule, regulation, permit, license or approval by any regulatory entity having jurisdiction with respect to the operation or maintenance of the Utility Facilities, (b) the imposition, after the Commencement Date, of any material
conditions resulting from the issuance, modification or renewal of any permit, license or approval necessary for the operation and maintenance of the Utility Facilities which, in either case, necessitates or makes advisable a capital project or increases the Contractor's costs by establishing requirements with respect to the operation or maintenance of the Utility Facilities which are more burdensome than the requirements in effect on the Commencement Date, (c) an increase or decrease of 300 basis points from the rate or rates in effect on the Commencement Date of applicable sales or payroll taxes effective throughout the State of Florida. Provided, however, that any issuance, modification, or renewal of any permit, license, or approval necessary for the operation and maintenance of the Utility Facilities which is due in whole or in part to the Contractor's negligent or wrongful actions or inactions shall not be considered a Change in Law to the degree that such issuance, modification or renewal is attributable to Contractor's negligence or Contractor's wrongful actions or inactions.

"City" shall mean the city or cities where a GUA System is located.

"Commencement Date" shall mean the date the provision of Utility Services began in accordance with the most recently executed Compensation Agreement.

"Compensation Agreement" shall mean a separate contract between the GUA and the Contractor for the performance of Utility Services for an identified GUA System and the method and amount of compensation therefore.

"Contractor's Cost" shall mean the verified sum of the Contractor's Material,
Supply and Equipment Cost and allowable Contractor's Subcontracting Cost, to accomplish Minor R&R and Major R&R activities, plus a maximum 10% mark-up for overhead and profit on subcontracting and rental equipment, and 18% mark-up on materials.

"Contractor's Direct Cost" shall mean Contractor's Cost minus the mark-ups for overhead and profit.

"Contractor's Material, Supply and Equipment Cost" shall mean the verified Contractor's Direct Cost of materials, parts, supplies and Equipment, including applicable taxes.

"Contractor's Subcontracting Cost" shall mean the verified Contractor's Direct Cost of engagement and utilization of allowable specialized subcontractors, as identified in Section 2.07.

"Contractor Representative" shall mean the person or persons designated by the Contractor to represent the Contractor in the performance of the Contractor's duties and responsibilities under this Agreement.

"County" shall mean the county or counties where a GUA System is located.

"Emergency Condition" shall mean a condition, which threatens the public health and safety or the safety of the environment.
“Emergency Renewal, Replacement and Repair” shall mean a renewal, replacement or repair performed by the Contractor to protect public health and welfare resulting from an Act of God or other Emergency Conditions. In such cases, the GUA must be notified in writing and Contractor may proceed under verbal authorization, as more fully described in Section 2.08 below.

"EPA" shall mean the United States Environmental Protection Agency.

"Equipment" shall mean all tools, parts, laboratory equipment, and other personal property owned or purchased for use by the GUA or Contractor in connection with the operation, maintenance, or repair of a GUA System.

"ERC" or "Equivalent Residential Connection" shall mean the meter size for each active Account multiplied by a corresponding meter equivalency factor. For wastewater Accounts, the corresponding water meter size shall be used in calculating the number of ERCs. The following meter equivalency factors will be used to determine the corresponding ERC value:

<table>
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<tr>
<th>Meter Size</th>
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<tr>
<td>5/8&quot; X 3/4&quot;</td>
<td>1.00</td>
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<td>1&quot;</td>
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<td>1-1/2&quot;</td>
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For any water meter added during the term of this Agreement over 10-inch, the corresponding meter equivalency factor will be determined by the System Manager and based upon AWWA Standard ANSI/AWWA C700-02 Cold Water Meters – Turbine Type. For Customer Service, latest edition.

"Event" shall mean an act or occurrence, or series of related acts or occurrences at the same address or location, during a period of up to three (3) consecutive calendar days.

"FDEP" shall mean the Florida Department of Environmental Protection.

"Fiscal Year" shall mean the period commencing on October 1 of each year and continuing through the following September 30th.
"Full Tap and Meters" shall mean the tapping of a water main, installation of a service line and setting a new meter and appurtenances where no previous service was provided.

"Geographic Information System (GIS)" shall mean the Arc GIS system and associated desktop software owned and utilized by the GUA for creating and using maps, compiling geographic data, analyzing mapped information, sharing and discovering geographic information, using maps and geographic information in a range of applications, and managing geographic information in a database.

"GUA Holidays" shall mean New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving Day and Christmas Day.

"GUA Non-Fixed Assets" shall mean the assets to be identified pursuant to the inventory procedure provided in Appendix C.

"GUA Representative" shall mean the person or persons designated by the GUA to monitor and ensure the performance by the Contractor of its duties and responsibilities under this Agreement as provided in Section 6.01.

"GUA System" shall mean a water or wastewater utility system that is owned or managed by the GUA for which the GUA and the Contractor have entered or will enter into a Compensation Agreement.
"Interlocal Agreement" shall mean the First Amended and Restated Interlocal Agreement Relating to the Establishment of the Florida Governmental Utility Authority entered into by participating counties pursuant to section 163.01(7)(g), Florida Statutes, and dated as of December 1, 2000, as it may be amended from time-to-time.

"Inventory" shall mean the chemicals, diesel fuel used for power generation, spare parts, pipe, fittings, and valves and other GUA Non-Fixed Assets identified pursuant to the inventory procedure provided in Appendix C or subsequently acquired by the Contractor during the term of this Agreement which the Contractor uses or is permitted to use in providing the services hereunder.

"Major R&R" shall mean any installation, renewal, repair, replacement, or rehabilitation of Utility Facilities, excluding Meter Replacement, Meter Setting, and Full Tap and Meters, where the Contractor's Direct Costs are $7,500.00 or greater, and less than $100,000.00.

"Meter Replacement" shall mean the replacement of existing meters that are either broken, malfunctioning, or have exceeded the service life. Meter Replacement is considered to be an "Additional Service".

"Meter Setting" shall mean the installation of a new meter and appurtenances on an existing water service line where no prior service was provided.

"Minor R&R" shall mean any installation, renewal, replacement, or rehabilitation of Utility Facilities, excluding Meter Replacement, Meter Setting, and Full Tap and
Meters, where the Contractor’s Direct Costs are $1,500.00 or greater, and less than $7,500.00.

"Normal Business Hours" shall mean those hours from 8:00 a.m. to 5:00 p.m. Monday through Friday, with the exception of GUA Holidays.

"One-Call Notification System" shall mean the statewide toll-free telephone notification system established by Sunshine State One-Call of Florida, Inc., a not-for-profit corporation created pursuant to Chapter 556, Florida Statutes, for the purpose of notifying underground facility operators of potential excavation activities within the proximity of their facilities so that such facilities may be located, and their location marked accordingly.

“Operations Management System (OMS)” shall mean the asset and workflow management system and associated desktop software owned and utilized by the GUA, integrated with ArcGIS for managing work requests, task assignments, maintenance activities, assets, and resources.

"Permits" shall mean federal, state and local permits and registrations governing the operation and maintenance of the Utility Facilities.

“Payment Card Industry Data Security Standard” or “PCI DSS” shall mean the standards developed by the PCI Security Standards Council, which was founded by American Express, Discover Financial Services, JCB International, MasterCard Worldwide and Visa International, to facilitate industry-wide adoption of consistent data
security measures on a global basis of requirements for enhancing payment account data security.

"Procurement Policy" shall mean the Amended and Restated Florida Governmental Utility Authority Procurement Policy adopted April 19, 2018, as may be amended.

"Prudent Utility Practice" shall mean any of the practices, methods, and acts engaged in or approved by a significant portion of the water and wastewater utility industry which, in the exercise of reasonable judgment, is expected to accomplish the desired result at a reasonable cost consistent with sound business practices, reliability, safety and expedience during the relevant time period.

"R&R Budget" shall mean the annual budget approved each year by the GUA specifically for Minor R&R and Major R&R.

"Staffing Plan" shall mean the plan submitted by the Contractor and approved by the GUA, which details the minimum staffing for Contractor's provision of the Basic Operation and Maintenance Service, Basic R&R, Minor R&R, Major R&R, and Basic Billing and Customer Service for the GUA West systems for which a Compensation Agreement is entered into between the GUA and the Contractor. The plan shall include employee names and position titles that are directly committed to the GUA system, and full time equivalent (FTE) values for shared indirect supporting positions. The plan must be updated every one-hundred-eighty (180) days.
"State" shall mean the State of Florida.

"Subcontracting Plan" shall mean the plan submitted by the Contractor, approved by the GUA, and incorporated into the Compensation Agreement, which details the specific services to be delivered by the Contractor to the GUA utilizing subcontracted services.

"System Improvement Activities" shall mean the collective activities associated with Basic R&R, Minor R&R, and Major R&R.

"System Manager" shall mean the person, corporation, or entity under contract with the GUA to provide administrative and financial services. The System Manager, as of the effective date of this Agreement is Government Services Group, Inc., a Florida corporation.

"Trustee" shall mean any banking corporation, banking association or trust company appointed as trustee under the indenture providing for the bonds issued by the GUA to originally acquire or improve the Utility Facilities.

"Uncontrollable Circumstance(s)" shall mean any act, event or condition that materially and adversely affects the ability of the Contractor or the GUA to meet or perform its obligations under this Agreement, if such act, event or condition is beyond the reasonable control of the party relying thereon as justification for not meeting or performing such obligations. Such acts, events or conditions may include, but shall not be limited to, the following:
(A) an Act of God;

(B) the order, injunction or judgment of any federal, state or local court, administrative agency or governmental body or officer with jurisdiction over the GUA where such court, agency or body is acting in its governmental capacity, including any exercise of the power of eminent domain, police power, condemnation or other taking by or on behalf of any public, quasi-public or private entity, except decisions interpreting federal, state and local tax laws; provided, however, that any such order, injunction or judgment shall not arise in connection with or be related to the negligent or wrongful action or inaction of the party relying thereon and that neither the contesting in good faith of any such order, injunction, or judgment nor the reasonable failure to so contest shall constitute or be construed as a wrongful or negligent action or inaction of such party;

(C) the suspension, termination, interruption, denial, failure to issue or failure of renewal of any permit, license, consent, authorization or approval necessary for the operation and maintenance of the Utility Facilities, if such act or event shall not arise in connection with or be related to the negligent or willful action or inaction of the party relying thereon, and that neither the contesting in good faith of any such order nor the reasonable failure to so contest shall be construed as a negligent or willful action or inaction of such party;

(D) the loss or inability to obtain for reasons other than price or the negligent, willful or wrongful action or inaction of the Contractor, utility services, including sewage,
sludge disposal and standby electric power, necessary for the operation and maintenance of the Utility Facilities directly resulting in a partial or total curtailment of operations at the Utility Facilities;

(E) with respect to Contractor only, the receipt of water or wastewater influent that cannot be adequately treated given the design or physical limitations of the Utility Facilities; and

(F) with respect to Contractor only, the failure of the GUA to fund or approve Minor R&R, Major R&R, or Capital Improvement projects, which have been identified by the Contractor pursuant to Section 3.01(H), and which are necessary for compliance with Contractor's requirements under this Agreement. An Uncontrollable Circumstance shall not include:

(G) any act, event or condition which is caused by the negligence or wrongful action of the party asserting the Uncontrollable Circumstance, its subcontractors, agents or employees; or

(H) economic infeasibility relating either to the GUA's ability to pay the fees which it is obligated to pay pursuant to this Agreement or the Contractor's ability to achieve profits as a result of the amount of such fees paid by the GUA for Utility Services to be provided by Contractor hereunder.

"Utility Facilities" shall mean all of the property and rights, both tangible and intangible, that the GUA owns or uses or subsequently acquires or uses in conjunction
with the provision of Utility Services for any utility for which the GUA and the Contractor have executed a Compensation Agreement, including by way of example and not limitation, the following:

(A) All real property and interests, whether recorded in the public records or not, and whether vacant or with improvements.

(B) All water and wastewater facilities, including reuse and reclaimed water facilities, treatment plants, wells, collection, transmission, distribution, pumping and disposal facilities of every kind and description, including by way of example and not limitation, all trade fixtures, lift stations, pumps, generators, controls, tanks, distribution, collection or transmission pipes or facilities, valves, meters, fire hydrants, service connections, and all other physical facilities and property installations used in the operation of the GUA System.

(C) All inventory and Equipment, including tools, parts, laboratory equipment, and other personal property owned or used by the GUA in connection with the operation of the GUA System.

(D) All easements in favor of the GUA or its predecessors in interest.

(E) All customer records and supplier lists, as-built surveys and water and wastewater plans, plats, engineering and other drawings, designs, blueprints, plans and specifications, maintenance and operating manuals, engineering reports, calculations, computer models and studies, accounting, budget and business records, and all other
information technology data owned by, controlled by or in the possession of the GUA that relates to the description and operation of the GUA Systems.

(F) All necessary regulatory approvals subject to all conditions, limitations or restrictions contained therein; all Permits and other governmental authorizations and approvals of any kind necessary to construct, operate, expand, use and maintain the GUA System.


"West Region Utility Systems" shall mean the utility systems located within Pasco County referred to individually as the Pasco (Aloha) system, the Consolidated system, the Lindrick system, and the Pasco Aqua system.

SECTION 1.02. REPRESENTATIONS AND WARRANTIES.

(A) As an inducement to the Contractor to execute this Agreement and perform its obligations hereunder, the GUA makes the following representations and warranties:

1. The GUA is duly organized, validly existing and in good standing as a legal entity and public body created by interlocal agreement pursuant to Section 163.01(7), Florida Statutes. As such, the GUA has the requisite power and authority to enter into and perform the transactions and obligations contemplated by this Agreement.
(2) The execution and delivery and performance of this Agreement has been duly authorized by all necessary action on the part of the GUA. This Agreement constitutes a valid and legally binding obligation of the GUA, enforceable in accordance with its terms and conditions.

(3) Neither the execution and delivery of this Agreement by the GUA nor the consummation by the GUA of the transactions contemplated herein will violate the provisions of any Applicable Law or any applicable order or regulation of any governmental authority or conflict with or result in breach of any terms, conditions, or provisions of any agreement or instrument to which the GUA is now a party, or constitute a default thereunder.

(4) There is no action, suit, investigation or proceeding pending or, to the GUA's knowledge, threatened against or affecting the GUA at law or in equity in any state or federal court or before any federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality, wherein any decision, ruling or finding would adversely and materially affect the transactions contemplated herein or which in any way would adversely and materially affect the validity of this Agreement or any other agreement or instrument to which the GUA is a party and which is used or anticipated to be used in the consummation of the transactions contemplated hereby.
(B) As an inducement to the GUA to execute this Agreement and perform its obligations hereunder, the Contractor makes the following representations and warranties:

(1) The Contractor is a business entity duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation, is authorized to do business in the State of Florida with all requisite corporate power and authority to enter into and perform the transactions and obligations contemplated by this Agreement.

(2) The execution and delivery and performance of this Agreement has been duly authorized by all necessary action on the part of the Contractor. This Agreement constitutes a valid and legally binding obligation of the Contractor, enforceable in accordance with its terms and conditions.

(3) Neither the execution and delivery of this Agreement by the Contractor nor the consummation by the Contractor of the transactions contemplated herein will violate the provisions of any Applicable Law or any applicable order or regulation of any governmental authority or conflict with or result in breach of any terms, conditions, or provisions of any agreement or instrument to which the Contractor is now a party, or constitute a default thereunder.

(4) There is no action, suit, investigation or proceeding pending or, to the Contractor’s knowledge, threatened against or affecting the Contractor at law or in equity in any state or federal court or before any federal, state, municipal or other
governmental department, commission, board, bureau, agency or instrumentality, wherein any decision, ruling or finding would adversely and materially affect the transactions contemplated herein or which in any way would adversely and materially affect the validity of this Agreement or any other agreement or instrument to which the Contractor is a party and which is used or anticipated to be used in the consummation of the transactions contemplated hereby.

SECTION 1.03. CONSTRUCTION AND INTERPRETATION.

(A) Words that indicate a singular number shall include the plural in each case and vice versa, and words that indicate a person shall include legal entities, firms and corporations.

(B) The terms "herein," "hereunder," "hereby," "hereof," and any similar terms, shall refer to this Agreement; the term "heretofore" shall mean before the date of execution of this Agreement; and the term "hereafter" shall mean on or after the initial date of execution of this Agreement.

(C) Words that reference only one gender shall include all genders.

(D) This Agreement shall be construed as resulting from ongoing negotiation between the parties and no part of this Agreement shall be construed as the product of any one of the parties hereto.
SECTION 1.04. INCORPORATION. The Appendices hereto and each of the documents referred to therein are incorporated and made a part hereof in their entirety by reference.

SECTION 1.05. SECTION HEADINGS. Any headings preceding the texts of the several Articles, Sections, Appendices, or Exhibits in this Agreement and any table of contents or marginal notes appended to copies hereof, shall be solely for the convenience of reference and shall neither constitute a part of this Agreement nor affect its meaning, construction or effect.
ARTICLE II

GENERAL

SECTION 2.01. CONTRACTOR'S RESPONSIBILITY. Except as otherwise specified elsewhere herein, the Contractor shall provide required personnel, and associated wages, salaries and benefits, services, materials (including fuel), sludge disposal, vehicles, utilities (excluding electric power and bulk water/sewer which shall be provided and paid for directly by the GUA) and other consumables necessary to perform the Utility Services specified herein in a cost-effective manner. Furthermore, the Contractor shall provide required tools and Equipment, except tools and Equipment which are GUA Non-Fixed Assets.

SECTION 2.02. CONTRACTOR STAFFING.

(A) To fulfill its obligations under this Agreement, the Contractor shall provide staff at all Utility Facilities in such number and for such duration as provided in the Staffing Plan and so as to perform the Utility Services in compliance with Applicable Law and Permits and performance standards herein. Should the Contractor invest in Equipment that allows a reduction in staff with the GUA's written approval, the cost reduction, in an amount agreed to by the parties, shall be for the Contractor's sole benefit. Should the Contractor and the GUA jointly invest in Equipment that results in a staff reduction, then the labor savings shall be shared in amounts equal to the relative investment of each party. Should the GUA invest in Equipment that results in a staff reduction, the
Contractor's cost reduction, in an amount agreed to by the parties, shall be for the GUA's sole benefit.

(B) Contractor shall include in the staffing plan associated with the Basic Operation and Maintenance Service Fee all staff necessary to carry out Basic R&R, Minor R&R, and Major R&R activities. Certain specialized subcontractors may be utilized in limited circumstances in lieu of providing these specialties on staff.

(C) The Contractor shall not unlawfully discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, gender, national origin, age, disability, ancestry, or disabled veteran status, nor commit any other unlawful or unfair employment practice and shall comply with federal, state or local law. The Contractor shall take affirmative steps to ensure that applicants are considered for employment and that employees are dealt with during employment without regard to their race, color, religion, gender, national origin, age, or disabled veteran status. Such affirmative steps shall apply to, but not be limited to, the following: hiring, promotion, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

(D) The Contractor shall create, maintain, and document employee retention programs to minimize turnover among employees.
(E) The Contractor shall implement an appropriate drug and alcohol abuse testing policy as required or permitted by Applicable Laws, as amended from time to time. Reports of drug and alcohol testing programs, showing non-confidential information, shall be kept on file and made available to the GUA upon request.

(F) The Contractor shall conduct appropriate background checks including, but not limited to, criminal record checks, subject to Applicable Laws. All background check records shall be made available to the GUA upon request, and the System Manager may direct that Contractor employees with certain prior criminal convictions not be assigned to the GUA.

SECTION 2.03. TRAINING PROGRAM.

(A) The Contractor shall provide a training program for employees of the Contractor performing the Utility Services to ensure they have a full understanding of water and wastewater treatment processes, safety, and billing and customer service functions to which they are assigned. The Contractor's training program shall place special emphasis on safety procedures and protocols, and on those processes that employees will utilize in daily operations. Documentation of the scope of the training program and participation by employees of the Contractor shall be provided to the GUA.

(B) The Contractor shall ensure that all management and personnel education and training relative to the Utility Services is continually updated on a scheduled basis, and that such management and personnel shall be recertified or relicensed, as applicable.
as required or as recommended pursuant to Applicable Law. It is the sole responsibility of the Contractor to ensure that all personnel are fully knowledgeable of their duties and responsibilities. The Contractor shall develop, implement, and maintain a formal training and retraining program for all personnel. The program must provide a fixed minimum number of hours of training for new employees, including classroom instruction, and in-service training. The program must provide formal retraining methods, including criteria for determining the success of retraining efforts. The cost of employee time training on the deployment and use of new information technology systems, hardware and software, shall be the responsibility of the Contractor. To the extent new systems are being introduced by and the responsibility of the GUA, the GUA, and or the GUA's vendor shall provide such training for the Contractor's employees, but the cost of employee time will be borne by the Contractor.

(C) The GUA reserves the right to inspect, review and monitor any and all training conducted by the Contractor. This includes, but is not limited to, inspection and review of all training materials, interviews with all training personnel, and monitoring of all training classes.

SECTION 2.04. SAFETY.

(A) The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Utility Services to be provided under this Agreement. The Contractor, consistent with Prudent Utility
Practices, shall take reasonable precautions, including security measures (designed to guard against normal workplace accidents), for the safety of and to prevent injury to all employees, whether at the Utility Facilities or in the field, and other persons or entities who may be affected by the work and service to be provided under this Agreement and comply with Applicable Law. The Contractor shall also take all reasonable precautions to provide the necessary protection to prevent damage or loss to Utility Facilities or property adjacent thereto.

(B) The Contractor shall designate a representative whose duties shall include safety and the prevention of accidents and fires and to coordinate such activities as shall be necessary with federal, state and local officials.

(C) The Contractor shall comply with Applicable Law relating to the safety of persons or property or protection thereof from damage, injury or loss. The Contractor shall at all times erect and maintain reasonable safeguards or barriers for safety and protection and must provide written safety programs to the GUA for approval prior to the Commencement Date consistent with Prudent Utility Practice to guard against normal workplace accidents.

(D) Without limiting the Contractor's obligations as otherwise provided in this Section 2.04, the Contractor shall ensure compliance with Occupational Safety and Health Administration regulations. All employees shall be trained and required to adhere to safety guidelines. The Contractor shall provide its employees safety training which
enables its employees to learn the best way to "safely" perform their jobs. Safety training shall be provided when new employees join the Contractor; whenever new Equipment or treatment processes are introduced; or when existing procedures have changed. The Contractor's training programs shall meet and adhere to all applicable government regulations. At a minimum, the training program shall include: hazard communication - "Right To Know"; confined space entry procedures; respiratory protection; electrical safety; fall protection; and injury and accident investigation processes.

(E) The Contractor shall perform safety audits of the Utility Facilities annually. These audits are to be conducted by appropriately trained personnel to detect, identify, and implement corrective measures consistent with Prudent Utility Practice before accidents occur. Follow-up inspections shall be conducted after the initial audit to stress immediate action where potential for a major hazard may exist and to ensure that corrective measures are specific, thorough and practical. The Contractor shall notify the GUA thirty (30) calendar days in advance of the audit and provide the GUA Representative copies of the safety audits and follow-up reports upon their completion.

(F) Notwithstanding any of the foregoing provisions contained in this Section 2.04, under all circumstances, Contractor shall not assume any obligation or incur any liability for any injury, death or property damage caused by (i) unsafe site conditions not created by the Contractor or by any of its agents, employees and subcontractors unless the Contractor knew or should have known of said unsafe site condition and failed to take
reasonable measures to alleviate or mitigate the unsafe condition, (ii) work being
performed by other parties not related to the Contractor unless the Contractor knew or
should have known of said unsafe site condition and failed to take reasonable measures
to alleviate or mitigate the unsafe condition, (iii) the negligence of the GUA, and/or (iv) the
negligence of any third party not related to the Contractor unless the Contractor knew or
should have known of said unsafe site condition and failed to take reasonable measures
to alleviate or mitigate the unsafe condition.

SECTION 2.05. USE OF GUA NON-FIXED ASSETS AND INVENTORY.

(A) The Contractor shall have the use and control of the GUA Non-Fixed Assets
and Inventory for the sole purpose of providing the Utility Services. The Contractor shall
be responsible for the maintenance, repair and security of all GUA Non-Fixed Assets used
by the Contractor in the provision of Utility Services hereunder and shall maintain the
Inventory to at least the levels and condition existing on the Commencement Date.

(B) The GUA and the Contractor shall jointly determine the value of the
Inventory on the Commencement Date and upon termination of this Agreement, based
upon depreciated cost new (DCN). Should said value at termination be greater than the
value on the Commencement Date, the GUA shall pay the Contractor the difference and,
conversely, should the value upon termination be less than the value on the
Commencement Date, the Contractor shall pay the GUA the difference. For purposes of
determining the value of the Inventory, the actual cost of the Inventory as audited by the
System Manager prior to the Commencement Date and the actual prices paid by the Contractor subsequent to the Commencement Date shall be used.

(C) The GUA shall be responsible for the replacement of Generators and By-Pass Pumps which are a part of the GUA Non-Fixed Assets that become non-usable through normal wear and tear. The Contractor shall be responsible for the replacement of all other such Equipment which becomes non-usable through damage or misuse. Any GUA Non-Fixed Assets which are replaced by Contractor shall remain the property of Contractor. The Contractor must use all reasonable care and perform needed predictive, preventive, routine and periodic maintenance to maintain the GUA Non-Fixed Assets and Inventory, at all times, to the same or better condition than at the Commencement Date. The GUA shall have the right to conduct periodic inspections for the purpose of verifying that needed upkeep is being performed.

SECTION 2.06. CONTRACTOR'S VEHICLES AND EQUIPMENT. With the exception of GUA owned vehicles and Equipment, to be made available to the Contractor through a separate lease agreement, the Contractor shall provide all vehicles necessary to perform the Utility Services. The Contractor's vehicles shall be professionally and safely maintained in a mechanically sound manner. All vehicles must provide a clean and mechanically sound image. The Contractor shall provide uniform signage on each vehicle as well as those used by subcontractors in contact with customers that is acceptable to the GUA Representative and which reflects the fact that the vehicles are
used in the service of the GUA Utility Facilities. The signage to be provided on each vehicle must be completed within ninety (90) calendar days of the Commencement Date.

**SECTION 2.07. SUBCONTRACTING.**

(A) The Contractor is expected to self-perform most of the services to be provided under this agreement with the staff resources outlined in the Staffing Plan.

(B) Contractor shall submit a Subcontracting Plan to the GUA, to be incorporated into the Compensation Agreement(s). The services contemplated in the Subcontracting Plan shall be limited to services that are beyond the capacity, skills, and abilities of the staff included in the Staffing Plan.

(C) Any change to the approved Subcontracting Plan must be submitted to the GUA for review and approval.

(D) Basic Operation and Maintenance Services - Subcontracted services in this area are expected to be paid for by the Contractor.

(E) Minor R&R and Major R&R - Subcontracted services in the performance of Minor R&R and Major R&R that are anticipated to be eligible for reimbursement by the GUA will be limited to specialized activities, which will be outlined in the Subcontracting Plan.
(F) The Contractor shall have the duty to evaluate all subcontractors and to inspect all work of subcontractors and make a determination as to the capability of any subcontractors to perform competently under the terms of this Agreement.

SECTION 2.08. DAMAGE TO UTILITY FACILITIES.

(A) In the event of an Act of God or any action by a person or entity not a party to this Agreement which causes damage to the Utility Facilities, the Contractor shall notify the GUA by telephone, facsimile or other electronic means of such action within two (2) hours of when Contractor knew or reasonably should have known about the occurrence in the exercise of all due diligence and submit such information as may be required by the GUA and is reasonably available to the Contractor. Such information shall include, at minimum, the name, address and telephone number of the party or entity responsible for the damage or a description of the Act of God, photos, copies of documentation establishing cost of repair or replacement of the Utility Facilities, cost of customer notification, if any, required as a result of the damage to the Utility Facilities, cost of remediation to the environment, if any, and any other information as may reasonably be required by the GUA. Where such information is not within the Contractor’s knowledge within two (2) hours of when Contractor knew or reasonably should have known of the occurrence, the Contractor must provide any missing or outstanding information to the GUA once it becomes known to the Contractor until all required information has been provided to the GUA. If debris removal is required, the Contractor shall provide debris
quantities and destination of disposal. The Contractor must exercise all due diligence in collecting all required information and providing it to the GUA in a timely manner.

(B) The GUA shall make reasonable efforts to recover costs identified in subsection (A) of this Section from the responsible party or entity and the GUA may make reasonable efforts to recover qualified costs identified in subsection (A) of this Section 2.08 from any third-party insurance providers or governmental assistance programs in the event such damages were caused by an Act of God. The GUA shall not be responsible to pursue recovery of labor, equipment, or material costs on behalf of the Contractor for any costs identified in subsection (A) of this Section from the responsible party, entity, third-party insurance provider, governmental assistance program, or any other third party for damages that meet the definition of Basic R&R under this agreement.

(C) The Contractor shall expeditiously repair all damage done to the Utility Facilities and take all other corrective actions, as necessary, and shall submit an itemized invoice to the GUA. The GUA shall reimburse the Contractor for costs incurred by the Contractor, with the exception of damages that meet the definition of Basic R&R under this agreement.

(D) Notwithstanding the foregoing or any other provision of this Agreement, if the Utility Facilities or real or personal property contiguous to the Utility Facilities are damaged due to the negligence or wrongful conduct of the Contractor, or due to inaccurate locates not meeting industry standards, the Contractor shall be responsible to
promptly restore or repair the Utility Facilities and real or personal property contiguous to the Utility Facilities at the sole cost and expense of the Contractor.
ARTICLE III

OPERATION AND MAINTENANCE SERVICE

SECTION 3.01. BASIC OPERATION AND MAINTENANCE SERVICE.

(A) The Contractor shall provide all reporting, plans, policies, procedures, qualified supervision, labor, tools, vehicles, Equipment, materials and personnel necessary to perform the Basic Operation and Maintenance Service as provided in this Agreement. It is understood and agreed by the parties that the Basic Operation and Maintenance Service shall be provided and performed at the same or higher standards as provided for the Utility Facilities prior to the Commencement Date and consistent with Prudent Utility Practice and Applicable Law. Subject to the limitations set forth in this Agreement, the following general operation and maintenance services shall be required of and timely provided by the Contractor in the operation and maintenance of the Utility Facilities:

(1) The Contractor shall have full responsibility for the daily operation and maintenance of the Utility Facilities in a manner consistent with the Basic Operation and Maintenance Service Performance Standards contained in Appendix A. The Contractor shall provide uninterrupted, safe, timely, professional and reliable service in accordance with this Agreement and Prudent Utility Practice and Contractor shall pay costs necessary to fulfill Contractor's responsibilities under this Agreement, but not impact fees nor other one-time capital cost recovery charges due pursuant to bulk water and
wastewater agreements and other agreements. Impact fees or other one-time capital cost recovery charges shall be paid by the GUA.

(2) The Contractor shall perform all Utility Services in a timely manner and consistent with Prudent Utility Practice and Applicable Law.

(3) The Contractor shall secure and maintain all licenses and Permits required in the Contractor's name for the performance of the Contractor's services described in this Agreement. The GUA shall be responsible for acquiring and renewing all Permits required by Applicable Law for the operation and maintenance of the Utility Facilities.

(4) The Contractor shall cooperate in and facilitate the identification, scheduling and completion of all approved System Improvement Activities. The Contractor shall cooperate with the GUA's engineers and other contractors in their scheduling design and construction of all approved Capital Improvement projects. The Contractor shall assist the GUA's engineers and other contractors with process and Equipment start-up activities and system or Equipment shutdowns associated with Capital Improvement projects and shall assist the GUA's engineers during the design phase of all Capital Improvement projects to identify any additional operational costs that may result. The Contractor shall assist the GUA's representatives and contractors with any required activity during Normal Business Hours, including but not limited to operation of valves and Equipment, locating of buried facilities, and boil water notices.
(5) The Contractor shall maintain responsive working relationships with:
the GUA Representative, the System Manager, the County, the City and other local
governments within the GUA System area, federal and state regulatory authorities, utility
suppliers and vendors, and the public, including utility customer committees.

(6) The Contractor shall receive and review requests for water and
wastewater pipeline locations from the One-Call Notification System. The Contractor
shall provide on-site location assistance and flagging based upon the "as built" drawings,
GIS, and other information sources. However, in instances where the Contractor believes
the "as-built" drawings to be unreliable, the Contractor shall attempt to physically locate
the water and wastewater infrastructure on-site through a probe, a metal detector, or, if
necessary in Contractor's reasonable judgment, by digging to a depth not greater four (4)
feet in an area that is within two (2) feet of either direction of the location indicated on the
"as built" drawing. If it is necessary to employ more extensive means to physically locate
the lines, such as excavation or line televising, the locating of the lines shall be considered
Additional Services for which the Contractor shall prepare and submit a Work
Authorization for GUA approval. Contractor shall provide the GUA with information of any
discrepancies with the "as built" drawings or and electronic Geographic Information
System (GIS) utilizing the tools provided within the GIS.

(7) The Contractor shall provide all Utility Services consistent with
Prudent Utility Practice, industry standards, Equipment manufacturer's instructions, and
reasonably prudent GUA operation and maintenance manuals so that upon termination of this Agreement, the Utility Facilities are returned to the GUA in the same or better condition than at the Commencement Date, normal wear and tear excepted. Work performed by the Contractor shall be of the quality normally associated with work of the kind in which the Contractor is engaged. The Contractor shall employ predictive, preventive, periodic, routine, and corrective operations and maintenance programs, shall enforce existing Equipment warranties, and shall maintain all warranties on Equipment placed into service after the Commencement Date.

(8) The Contractor shall systematically perform and document all predictive, preventive, periodic, routine and corrective maintenance, renewals, replacements, and repairs in a timely manner in accordance with an industry standard maintenance plan approved by the GUA. If, in the opinion of the GUA, predictive, preventive, periodic, routine, and corrective maintenance, renewals, replacements, or repairs have been unreasonably delayed, or not properly documented the GUA shall so inform the Contractor. The Contractor shall respond within three (3) Business Days outlining the reason for the delay or lack of documentation. If the GUA determines that the delay or lack of documentation is within the control of the Contractor, the Contractor shall be so notified, and the Contractor agrees to complete the necessary corrective work within ten (10) Business Days of notification or if such work cannot reasonably be performed within such ten (10) Business Days period, by a date certain reasonably acceptable to the GUA beyond such ten (10) Business Days. If the Contractor fails to
complete the work, the GUA may take steps to have the specific items of work which have not been performed completed by a third party. The full cost of completing this work by a third party shall be deducted from the monthly payment of the Utility Services Fee otherwise due the Contractor.

(9) The Contractor shall regularly water, mow, prune, remove weeds, maintain and repair permanent sprinkler systems and controls, and otherwise maintain grounds and landscaping of all properties, buildings, treatment plants and land included as Utility Facilities.

(10) The Contractor shall maintain the appearance and cleanliness of all buildings, treatment plants and land included as Utility Facilities in a neat and orderly condition and provide those custodial services normally associated with maintenance of a business office or plant, as applicable, and provide periodic painting of the Utility Facilities as provided in the Annual Maintenance Plan. Periodic painting is defined as the painting specified by GUA, of aboveground piping and fixtures and appurtenances and specifically excludes painting of buildings and treatment structures, to include tanks. The Contractor shall maintain adequate security of all work sites, Utility Facilities, Equipment and information technology data.

(11) The Contractor shall administer, implement, and provide reporting in accordance with the prescribed GUA cross-connection control program(s), and maintain same.
The Contractor shall conduct Meter Replacement activities within the definitions of Basic R&R, Minor R&R, and Major R&R, in the same manner as other utility assets.

The Contractor shall be responsible for all laboratory testing required by Applicable Law. The Contractor shall engage a qualified and appropriately licensed or certified laboratory testing provider to perform testing services. The Contractor shall collect all samples required pursuant to Applicable Law, ordinance, rule or Permits. The Contractor shall provide for QA/QC testing in conjunction with laboratory work. QA/QC methods shall include blanks, duplicates, spikes, percent recovery, method detection limit studies, or other methods and a description of the QA/QC program and supporting analytical results shall be maintained by the Contractor. The number of QA/QC samples shall be consistent with Applicable Law and Prudent Utility Practice.

The Contractor shall operate and maintain all potable water related Utility Facilities in such a manner that the water quality is maintained at a level equal to, or better than, the water quality limitations established by Applicable Law, Permits and Prudent Utility Practice and residuals are disposed of in compliance with Applicable Law, Permits and Prudent Utility Practice. In the event the water quality achieved is not in compliance with Applicable Law, Permits and Prudent Utility Practice, the Contractor shall immediately submit a report to the GUA outlining the proposed corrective action and a
schedule to accomplish such corrective action. All such corrective action shall be taken on an expedited basis.

(D) The Contractor shall operate and maintain all wastewater and reuse related Utility Facilities in such manner that the effluent quality achieved is maintained at a level that is equal to, or better than, the effluent quality required under Applicable Law, Permits and Prudent Utility Practice and residual sludge is disposed of in compliance with Applicable Law, Permits and Prudent Utility Practice. In the event effluent quality achieved is not in compliance with Applicable Law, Permits and Prudent Utility Practice, the Contractor shall immediately notify the GUA upon learning of such non-compliance and submit a report to the GUA outlining the proposed corrective action and schedule to accomplish such corrective action as soon as reasonably practicable. All such corrective action shall be taken on an expedited basis. Notwithstanding the services provided by the Contractor regarding the disposal of residual sludge from the Utility Facilities, nothing herein shall be construed to transfer title and ownership of such sludge to the Contractor.

(E) The Contractor shall operate the Utility Facilities using methods and daily process scheduling which will minimize odor and noise levels and disturbances within the limits and capabilities of the Utility Facilities and its Equipment. Minimization of odor shall include changeout of odor control media or filters where such Equipment exists.

(F) The Contractor shall perform improvements to the Utility Facilities, including, but not limited to, cleaning, repairing, replacing, and maintaining existing water
and sewer pipes, sewer lift stations, and water distribution and sewer collection systems as provided in the Basic Operation and Maintenance Service Performance Standards.

(G) The Contractor shall prepare and submit to the GUA an Annual Maintenance Plan for the Utility Facilities, by enterprise system and subsystem, for each ensuing Fiscal Year. The organization, format, and content of the Annual Maintenance Plan shall be as approved by the GUA System Manager or designee.

(1) The Annual Maintenance Plan shall include a schedule incorporating the maintenance activities and services listed in the Basic Operation and Maintenance Service Performance Standards. The performance standards for the predictive and preventative maintenance of all Utility Facilities shall be consistent with the Basic Operation and Maintenance Service Performance Standards.

(2) The Annual Maintenance Plan for the next Fiscal Year shall be submitted to the GUA for approval by January 1st of each year. The Plan shall be deemed approved if no revisions are proposed by the GUA within thirty (30) calendar days but Contractor shall revise the Plan if directed by the GUA within those 30 calendar days, after which the Plan becomes effective October 1st of that year.

(H) The Contractor shall prepare and submit to the GUA an Annual Improvement Plan outlining proposed Capital Improvement projects, Minor R&R projects, and Major R&R projects which, in Contractor's professional judgment and pursuant to Prudent Utility Practice, should be included in the GUA Capital Improvement Plan for the
ensuing Fiscal Year. The Annual Improvement Plan shall include prioritization factors such as regulatory compliance, safety, public health, cost savings, reliability, and other criteria approved by the GUA, and listed in priority order. The Annual Improvement Plan prepared by the Contractor shall include an estimate of the cost to construct or acquire the recommended projects. In addition to the projected or recommended improvements for the ensuing Fiscal Year, the Annual Improvement plan prepared by the Contractor shall contain recommended improvements for an additional five (5) Fiscal Years for use by the GUA in financial planning for the utility. The Annual Improvement Plan for the next Fiscal Year shall be submitted to the GUA for approval by April 1 of each year.

(I) The Contractor shall adhere to the security and emergency preparedness plan for the Utility Facilities and shall obtain GUA approval of any modifications to such plan so as to ensure that it properly addresses the Contractor's plan for preparing for and responding to any major disaster, by way of example and not limitation, hurricane, flood, tornado, or sabotage. The Contractor shall review, update, and submit this plan annually on April 1 and pursuant to Applicable Law and as directed by the GUA.

(J) The Contractor shall employ a quality assurance system to ensure that the Basic Operation and Maintenance Services and R&R work are consistent with this Agreement and Prudent Utility Practice. The Contractor shall summarize the results of this effort in an annual report submitted to the GUA at the commencement of each Fiscal Year and make all records available to the GUA upon request.
(K) The Contractor shall maintain safety records in connection with work performed under this Agreement. The Contractor must record the relevant details regarding any accidents or injuries occurring on the property of the GUA. The Contractor shall prepare a monthly report for the GUA detailing its safety record from the time of the last report. The Contractor shall comply with the provisions of Section 6.07 of this Agreement in reporting potential claims.
The Contractor shall utilize and maintain the GUA Operations Management System (OMS) and Geographic Information System (GIS) for the Utility Facilities. The Contractor shall designate a responsible coordinator of the OMS and GIS systems and Contractor’s staff must, at a minimum and without limitation, be able to perform, but not be limited to, the following functions:

1. Perform predictive, preventive and corrective maintenance program using workflows established by the OMS, and consistent with the approved Annual Maintenance Plan, the Annual Improvement Plan, and Prudent Utility Practice. Contractor will be granted access and privileges to the GIS and OMS systems as necessary to issue, supervise, perform and closeout work orders generated by the OMS. Contractor shall purchase and maintain all hardware, field devices, and internet connectivity as determined by the GUA to utilize the full capabilities of the GIS and OMS. The Contractor shall adhere to all security practices dictated by the GUA to protect the integrity of the GIS and OMS and shall accommodate software updates as made available through the GUA.

2. Provide field validation of missing, incomplete, or inaccurate asset location and attributes, asset data updates, and timely completion of work orders consistent with the GUA's GIS and OMS established workflows. The Contractor shall provide an overall condition assessment for entry into the OMS for all GUA assets. The purpose of this requirement is to maintain the detailed asset and maintenance history
information that would be needed to i) justify and document CIP funding, and ii) implement future rate changes, as well as to allow the GUA or its advisors to determine rate proportionality by customer class through the completion of a cost of service study;

(3) Identification of potential maintenance problem areas;

(4) Provision of adequate information to support facility and operational planning; and

(5) Provision of status reports for management and compliance monitoring.

(N) The Contractor shall operate and maintain radio and telemetry systems in compliance with federal, state and local requirements. The GUA will be responsible for any annual subscription charges associated with radio and telemetry systems.

(O) The Contractor shall occupy GUA’s leased or owned office space not already utilized by GUA representatives, for the Contractor's on-site management and customer service representatives, inspectors and transient personnel, appropriate to approved staffing plan, and shall provide phones, office furnishings and information technology communication connectivity necessary for Contractor's staff to perform their duties.

(P) The Contractor shall maintain all reports, records and data in accordance with all Applicable Laws, Prudent Utility Practice and GUA record retention policies.
(Q) The Contractor shall not transfer, dispose of, or abandon any asset owned by the GUA related to or used in the operation of the Utility Facilities inconsistent with Applicable Law and without the consent of the GUA Board.

(R) The Contractor shall assist the GUA in evaluating proposed, pending or final regulatory changes, interlocal agreements or other changes in Applicable Law from an operational perspective to determine the effect on the Utility Facilities’ operations, policies and procedures. The Contractor shall recommend changes to the GUA’s operations, policies and procedures and provide necessary information to support these recommendations.

(S) The Contractor's representative shall attend all regular GUA Board meetings and shall attend all other GUA public meetings, workshops, and hearings upon the request of the System Manager.

(T) The Contractor shall, in accordance with Prudent Utility Practice, undertake and perform those obligations pursuant to the Homeland Security Act that are provided in the vulnerability assessment for the GUA System on file with the EPA, as it may be amended. Provided that for newly acquired systems, the cost to achieve compliance, if any, will be treated as an Additional Service.

(U) As referenced in Section 2.02 (B), the Contractor shall provide sufficient resources in its Basic Operation and Maintenance Service team to carry out the Basic R&R, Minor R&R and Major R&R activities.
SECTION 3.02. R&R AND CAPITAL IMPROVEMENT ACTIVITIES.

(A) Basic R&R - The Contractor shall be responsible for identifying, planning, scheduling, implementing, and funding all Basic R&R projects. The funding for Basic R&R is covered by the Basic Operation and Maintenance Service Fee.

(B) Minor R&R - The Contractor shall be responsible for identifying, planning, scheduling, and implementing all Minor R&R activities without prior authorization from the GUA. The Contractor's Cost for these projects will be reimbursed by the GUA. The funding for the labor/staffing for Minor R&R activities is covered by the Basic Operation and Maintenance Service Fee. The Contractor must 1) manage these activities within the identified R&R budget amount to be provided by the GUA at the beginning of each Fiscal Year, 2) provide notification of all Minor R&R activities to the GUA for coordination of inspection activities, and 3) provide detailed reimbursement requests within 30 calendar days of project completion.

(C) Major R&R - The Contractor shall be responsible for identifying, planning, scheduling, and implementing all Major R&R activities, but only with prior authorization from the GUA. The Contractor will submit a detailed proposal to the GUA, which if approved, will result in a written work authorization for each Major R&R project. The price proposal for Major R&R projects must be limited to the Contractor's Cost. The funding for the labor/staffing for Major R&R activities is covered by the Basic Operation and Maintenance Service Fee.
(D) Capital Improvements - The GUA's intention is to conduct a competitive market procurement for Capital Improvement projects, in accordance with its adopted procurement policy. GUA and Contractor acknowledge that Contractor is able to provide construction services related to various Capital Improvements, and that the Contractor is likely to participate in such market procurements, unless otherwise restricted by the GUA. Should Contractor be awarded an FGUA Capital Improvement project, Contractor shall not utilize labor dedicated to the services to be provided under this General Terms Agreement to carry out said Capital Improvement Project. Further, the parties acknowledge that Contractor may be required to provide such Capital Improvement services, at the GUA's request, in order to properly respond to Emergency Conditions.

(E) With the exception of Basic R&R, any work performed by Contractor pursuant to this Section shall be performed under the terms and conditions of a separate Construction Agreement between the parties.

SECTION 3.03. METER REPLACEMENT, METER SETTING AND FULL TAP AND METERS.

(A) The Contractor shall provide Meter Replacement services as necessary in a timely manner, and will bill such activity to the GUA as Additional Services pursuant to the schedule of fees and charges attached as Appendix F. Any large-scale Meter Replacement program will only be carried out as directed by the GUA and included in the GUA's adopted budget and capital improvement plan.
(B) The Contractor shall provide Meter Setting, initial service connection and Full Tap and Meter services on a continuous basis, to be billed monthly as Additional Services based on actual volume and the schedule of fees and charges attached as Appendix F.

(C) The Contractor shall complete Meter Setting and installation of Full Tap and Meters in a timely manner in accordance with the following requirements, subject to availability for meters greater than 1”.

(1) For meter installations where service is already in place, five (5) Business Days from the date of the installation or meter setting request.

(2) For Full Taps and Meters and Meter Settings where a permit from an outside agency is not required, fifteen (15) Business Days from the date of the installation or meter setting request.

(3) For Full Taps and Meters and Meter Settings where a permit from an outside agency is required, twenty (20) Business Days after the receipt of the permit.

SECTION 3.04. ADDITIONAL SERVICES.

(A) Except in connection with Emergency Conditions, the parties shall negotiate additional compensation prior to delivery by the Contractor of Additional Services not identified in this Agreement and agree in writing with regard to said additional compensation prior to provision of same. All fees for Additional Services must be consistent with the schedule of unit prices included in Appendix F for such items where
unit prices are indicated, unless otherwise approved by the GUA. Where unit priced items are not indicated, fees for Additional Services shall be based on Contractor's Cost. The GUA shall pay the Contractor for Additional Services upon receipt of the Contractor's itemized invoice and supporting documentation, including details for any Contractor's Outsource and Additional Labor Costs, in form and content acceptable to the GUA, in a manner consistent with the Florida Prompt Payment Act.

(B) If requested by the GUA, the Contractor shall provide operations and maintenance due diligence services, on an at-risk basis, as part of an evaluation of a utility system for potential acquisition by the GUA. In such circumstance, the Contractor will be provided with a contingent work authorization for such services, for which payment will be contingent upon the actual occurrence of an acquisition transaction by the GUA.

SECTION 3.05. STANDARDS FOR SYSTEM IMPROVEMENT ACTIVITIES.

As directed by the GUA, the Contractor shall use FGUA approved specifications and standards or the specifications and standards of the City or County where the GUA system is located as the minimum standards for System Improvement Activities. All System Improvement Activities shall be performed in a manner consistent with Prudent Utility Practice. Any deviation from these standards proposed by the Contractor, shall be at no cost to the GUA and shall be adequately justified and presented in writing to the GUA for approval in advance. Proposed deviations shall include justifications thereof, and
precedence by the County if applicable, and shall not be solely based on convenience or cost savings for the Contractor.

SECTION 3.06. USE OF FACILITIES; FIELDWORK. The Contractor shall, in a manner consistent with Prudent Utility Practice (1) confine all operation, maintenance and construction Equipment, (2) store all materials and Equipment, (3) limit the work of all employees and subcontractors to the Utility Facilities and other areas permitted by law, rights-of-way, Permits and easements, and (4) provide adequate security at all sites. The Contractor shall not unreasonably encumber the Utility Facilities or such other land areas with materials, Equipment or vehicles of the Contractor. At all times, the Contractor shall use and administer the Utility Facilities in a professional, neat and orderly fashion. The Contractor shall assume full responsibility for any damage, directly or indirectly, caused by the Contractor to the Utility Facilities or real or personal property within areas contiguous to the Utility Facilities resulting from the provision of Utility Services. By way of example, Contractor shall repair or replace streets, sidewalks, driveways and other property damaged as a consequence of distribution or collection systems operations and maintenance activities. The Contractor is responsible for implementing and managing an approved security protocol.

SECTION 3.07. GENERAL REPORTING RESPONSIBILITIES.
(A) The Contractor shall prepare and file with appropriate authorities all reports required by Applicable Law. If requested to do so by the GUA Representative, the Contractor shall timely provide copies to the GUA for review and comment prior to filing.

(B) In addition to the recommended Annual Maintenance Plan, the Annual Improvement Plan, and the Annual Safety Audit of Facilities, the Contractor shall timely prepare and deliver to the GUA Representative the Basic Operation and Maintenance Service Reports listed in Appendix D.

(C) Upon reasonable request from the System Manager, the Contractor shall provide assistance to the GUA in responding to reasonable requests for information from auditors, state and local governments, customers, media and public records requests.

(D) The Contractor shall provide all reports required under this Agreement in an electronic data format and by electronic means capable of remote access by the System Manager and the Trustee.

ARTICLE IV

UTILITY BILLING AND CUSTOMER SERVICE

SECTION 4.01. GENERAL BILLING RESPONSIBILITY OF THE CONTRACTOR.

(A) The Contractor shall provide all reporting, plans, policies, procedures, qualified supervision, labor, tools, vehicles, Equipment, materials and personnel
necessary to perform the Basic Billing and Customer Service as provided in this Agreement. It is understood and agreed by the parties that the Basic Billing and Customer Service shall be provided and performed at the same or higher standards as provided for the Utility Facilities on the Commencement Date and consistent with Prudent Utility Practice and Applicable Law. All Basic Billing and Customer Service functions shall be performed within the State of Florida, unless otherwise approved by the GUA. It is further understood and agreed by the parties that all funds collected by Contractor from the GUA's customers are the exclusive property of the GUA held in trust by the Contractor for the GUA until deposited into the GUA's designated bank account and Contractor has no claim, counterclaim, right of set-off or any other right to such funds pursuant to this Agreement or otherwise. In no event shall the rendition by Contractor of Basic Billing and Customer Service on behalf of the GUA be construed as rendering Contractor responsible for the sufficiency of rates to meet the GUA's financial responsibilities and Contractor hereby disclaims such responsibility.

(B) The Contractor shall have full responsibility to provide all meter reading, billing and customer services in a manner consistent with the Basic Billing and Customer Service Performance Standards.

(C) The GUA shall have GUA customer service representative(s) present at each customer service office as required by the System Manager Management Services
Agreement to serve as a customer ombudsman, developer contact, and GUA community liaison.

(D) Subject to receipt by the Contractor of required authorizations, including licenses, from the GUA and third-party software providers, the billing and customer information system employed and used by the Contractor shall be compatible with the Munis® accounting software used by the GUA and such system to be provided by the Contractor shall perform all of the functions of the existing GUA system including, but not limited to, the ability to:

(1) process billing on a monthly basis;

(2) process billing dollar amounts up to $999,999.99;

(3) process multiple meters for each service address with different rate schedules for each meter;

(4) update the rate schedule by date and have the ability to use two different rate schedules within a single billing period;

(5) apply rates as a flat amount or based on usage;

(6) generate delinquent notices prior to a turn-off;

(7) accept a GUA-specified dollar threshold for delinquent mailers;

(8) track turnoffs and delinquency by account;
(9) make adjustments or error corrections;

(10) post messages on bills as requested by the GUA;

(11) provide aging information to the GUA to assist with the GUA's determination of when a lien should be applied to an Account;

(12) make GUA-requested changes to the customer service record format or changes to the billing and remittance processing procedures or programs; and

(13) provide daily electronic updates to GUA to ensure the GUA accounts receivable and customer deposit general ledger accounts are in agreement with the related subsidiary ledger accounts maintained by the Contractor.

(E) The GUA shall have the capability to and access to requested data from Contractor in Excel format. Such interface shall include, but not be limited to:

(1) automated extraction of ledger entry information from monthly billings, final billings and adjustments based on transaction codes in the rate schedule; and

(2) automated extraction of customer information for refunds of deposits or after final billings.

(F) The billing system employed and used by the Contractor shall provide the capacity to allow read only access and download ability to customer accounts by the GUA Representative via on-line access. The Contractor shall be responsible for all costs
associated with this on-line access including communications link, special hardware and software. Such on-line access shall include, by way of example and not limitation, the following:

(1) interface for on-line access by the GUA Representative;

(2) read only access by the GUA Representative to all functions of the billing system as determined by security clearance;

(3) provide multiple-line transaction history showing a running account balance;

(4) ability to extract information as requested by the GUA Representative including date-specific information;

(5) ability to regularly generate user-specifiable reports including, by way of example and not limitation, billing summary, trial balance, aged trial balance (by date), and transaction audit controls;

(6) ability to review customer charges and payments by account;

(7) ability to review billing history by account;

(8) ability to review usage history by customer account or meter number;

(9) ability to review utility billing system work order status;

(10) ability to review turn on and off history by account;
(11) ability to review customer information by account; and

(12) search by customer number, customer name, meter number and street address; and

(13) ability to indicate billing adjustments to accounts as classified by the GUA.

(G) The Contractor shall provide a business recovery function plan to the GUA which is at least comparable to the existing GUA plan and shall include, by way of example and not limitation, daily off-site storage of all transactions.

(H) The Contractor shall convert a minimum of two years' customer history from the existing billing and customer information system.

(I) The GUA shall provide the Contractor with e-commerce capability, providing electronic bill payment (credit and debit card, electronic check, direct debit) to customers via the GUA website, via phone, and at customer service offices. The Contractor is responsible to integrate and update data related to these third-party payment processing vendors.

SECTION 4.02. PROCESSING UTILITY BILLS; PROBLEM RESOLUTION.

(A) The Contractor shall compose, prepare, print (laser) customer bills, on a two-colored single page bill form (8.5" x 11") in the format currently in use by the GUA, and mail all customer bills monthly. Customer bills shall be prepared in such cycles as
currently used by the GUA unless otherwise mutually agreed by the Contractor and the GUA. The cost of first class postage for customer bills shall be at the expense of the Contractor. Any billing error or omission, whether human or mechanical, on the part of the Contractor shall be corrected at no cost to the GUA. Contractor shall notify GUA of any billing errors or omissions in excess of $10,000.00 or 100 customer bills. Method of corrections shall be acceptable to the GUA prior to implementation of correction. Correction of any errors in the rates, charges and instructions furnished to the Contractor by the GUA will be made by the Contractor in an expedited manner. Costs incurred by Contractor to correct any error caused by the GUA shall be charged to the GUA as an Additional Service in an amount established according to Appendix F to this Agreement.

(B) The Contractor shall undertake and perform all billing services required to timely and regularly process customer utility bills, with adherence to the GUA’s adopted policies and procedures, as may be amended. Such billing services shall include all services which the existing GUA billing system is currently capable of providing including, but not limited to, the following:

(1) create a working file of prepared meter readings formatted for the billing system;

(2) review notes or trouble codes from meter readers or AMI software, and issue appropriate work orders to rectify problems prior to billing customer;
(3) follow up on exceptions (e.g., apparent leaks, reasons for high usage, inaccessible meters, broken register, vacant houses, stuck meters) noted by meter readers or AMI software with the customers or owners;

(4) produce consumption reports for the billing process and analyze unusual usage or stuck meters; issue work orders and contact customers as appropriate;

(5) produce a billing from consumption reports and review the billing for appropriateness of charges and suspected errors;

(6) develop quality assurance procedures to ensure, by sample testing and review, the accuracy of bills on a periodic basis;

(7) work with the operation and maintenance field service personnel in verifying any unusual situations found in the billing process that are related to meter or meter reading problems;

(8) issue work orders designed to clarify questions raised during the billing process and categorize and analyze work orders and make recommendations as to how to minimize work orders and gain efficiencies;

(9) mail single page (8.5" x 11") special notices at the request of GUA in envelopes to customers separate from the GUA bill for an additional fee not included in the Basic Billing and Customer Service Fee; and
(10) insert single page "bill stuffers" (not larger than 8.5" x 11") with the GUA bill for no additional cost.

SECTION 4.03. DATA MANAGEMENT AND RELATED SERVICES.

(A) The Contractor shall maintain customer data for the GUA. This information shall be made available at all times to the System Manager, through remote access to the software and data. The GUA may bill water and wastewater charges and other fees and assessments as separate items on the bills. The Contractor must provide an itemized bill in the same manner and format currently used by the GUA, with abilities to format for multi-meter customers unless otherwise mutually agreed between the parties.

(B) All date-related data shall be formatted as required by the System Manager.

(C) The Contractor shall have the ability to provide the following services currently available under the GUA's customer information system:

(1) deposit report - a report that shows all customer deposits including options providing a range of deposit dates and status of refundable accounts;

(2) rate changes - changes to rates and charges applicable to customer billing approved by the GUA will be provided by the Contractor;

(3) customer message - adding or changing a special "customer message" of at least 512 characters on the customer bill form as requested by the System Manager; and
(4) mailing reports - the Contractor will provide reports to be used for mailing from the GUA's master customer records upon request for selected zip codes or class of customer. The GUA may request labels for the selected areas.

(D) The Contractor shall provide programming and controls that show customer accounts on a billed versus collected basis and provide a percentage of collection of water revenues, wastewater revenues, special assessment revenues, connection fee revenues, reuse revenues, and revenues from any other fees approved by the GUA. All revenue reports should list monthly data with Fiscal Year-to-Date totals as compared to the prior period of the previous year.

SECTION 4.04. BASIC BILLING AND CUSTOMER SERVICE REPORTS. The Contractor shall timely prepare and provide the reports listed in Appendix D. Such reports and all other required reports and information provided to the Systems Manager and the Trustee shall be available in an Excel format and by electronic means capable of remote access by the Systems Manager.

SECTION 4.05. GENERAL CUSTOMER SERVICE RESPONSIBILITY OF THE CONTRACTOR. To satisfy the customer service objectives of the GUA as stated in the preamble to this Agreement and to the extent not otherwise provided for in the GUA's adopted policies and procedures, the following general customer services shall be required of and timely provided by the Contractor:
(A) The Contractor shall be responsible for the accuracy of all customer information such as deposits, new accounts, file information, and changes to accounts and charges.

(B) Customer accounts shall be closed upon the request of the customer, or as outlined in the GUA’s adopted policies and procedures. No customer account shall be deleted. A work order to discontinue service shall be issued to eliminate delinquent customer usage charges.

(C) If at any time a customer account is opened or a meter set without a deposit, the Contractor will notify a field service representative to issue notice to the property that service will be terminated within five (5) Business Days unless a deposit is provided, or a waiver was obtained per the GUA’s adopted policies and procedures.

(D) The Contractor shall be responsible for the initial enforcement of delinquent customer accounts including the following:

   (1) The Contractor shall be responsible for delivering delinquent notices to each individual customer as outlined with the GUA’s adopted Policies and Procedures.

   (2) The Contractor will determine if there is a valid reason why a bill is unpaid, including by way of example and not limitation, a dispute, a lost bill, vacancy, or change of accounts, and allow a maximum of five (5) Business Days for the delinquency situation to be corrected by the customer before the Contractor proceeds with discontinuance of service.
(3) If a customer disputes the billed amount and provides the Contractor written notice of the dispute, the Contractor shall hold in abeyance for a maximum of thirty (30) calendar days any discontinuance of service until the dispute has been investigated and resolved. If the dispute has not been resolved and the account remains delinquent for more than thirty (30) calendar days after the customer provides written notice to the Contractor of the dispute, a work order will be issued to discontinue service. The Contractor shall not reconnect service until all delinquent amounts on the customer's account are paid in full.

(4) The Contractor will diligently pursue the collection of all delinquent customer accounts, including the use of a GUA-approved collection agency, if necessary, which collection agency costs shall be paid by the GUA provided the GUA approved said costs before they were incurred. However, the Contractor will not be obligated to initiate any lien and foreclosure actions or other legal proceedings in a court of competent jurisdiction to collect delinquent customer accounts.

(5) The Contractor shall provide the GUA Representative on a monthly basis with a list of all accounts more than sixty (60) calendar days delinquent to obtain approval to write off these accounts. Upon approval by the GUA Representative to write off these accounts, the Contractor shall write off the account on the subsidiary ledger for posting. The GUA shall then forward all of these written off accounts to the designated collection agency.
(E) The Contractor shall make reasonable efforts to collect all utility revenue in an efficient manner with due consideration to customers, and consistent with the applicable covenants under the indenture applicable to any outstanding bonds.

(F) Whenever customers raise questions, point out billing errors, express concerns, or otherwise dispute any bill, the Contractor shall attempt to resolve them in an expeditious manner. If a resolution requires additional research to respond to a customer’s dispute, the Contractor will document each stage of the dispute process and prepare a written record of all customer reports indicating the reporting party, address, nature of the problem, action taken by the Contractor and the final resolution, and information shall be included within the customer’s electronic files. If customer service personnel have made payment arrangements with a customer, they must report that fact to field service personnel so that customers will not experience discontinuance of service before dispute resolution.

(G) The Contractor shall prepare and disseminate to customers the consumer confidence reports on the quality of drinking water in a timely manner and in compliance with Applicable Law. Where electronic reports may be offered, the GUA will designate a representative and work with the Contractor to accomplish necessary access to the GUA website.

SECTION 4.06. TELEPHONE AND WALK-IN CUSTOMER SERVICE; REMITTANCE PROCESSING.
(A) The Contractor shall operate customer service centers at mutually agreeable locations within each GUA System, as agreed to by the System Manager. Unless otherwise agreed to by the parties, the Contractor shall provide janitorial services, maintenance functionality, including lights and bathroom facilities, general cleanliness, and outside trash services at the GUA customer service centers. The location of the customer service centers can only be moved with the consent of the GUA, which consent shall not be unreasonably withheld. Should the location of the customer service center be relocated at the request of the GUA, the Contractor shall be compensated the full cost of such relocation as an additional fee not included in the Basic Billing and Customer Service Fee. The customer service centers shall be:

(1) open to the public during Normal Business Hours;

(2) staffed with sufficient personnel to take customer and emergency calls, process and dispatch customer service and other work orders, accept customer payments, and process changes to customer accounts.

(3) during periods when the customer service center is not open, the center shall be equipped with a staffed answering service to take incoming calls or otherwise direct incoming calls to a staffed location with sufficient personnel to accommodate emergency events where increased call volumes may occur; and

(B) The Contractor shall respond by the close of the next Business Day to all customer inquiries including, by way of example and not limitation, bill inquiries and
inquiries pertaining to service initiation and termination, and reports of water breaks, low water pressure, water quality concerns, odors and wastewater discharge. The Contractor's customer service personnel shall also be prepared to answer commonly asked questions without referral to other personnel. Commonly asked questions include, by way of example and not limitation, typical annual usage, account balance, how a bill was calculated, last payment and date, when the last bill was issued, detailed and summary information concerning the customer's account for the current year or within a two (2) year history, the due dates, and mailing and service address.

(C) The Contractor shall be responsible for answering questions regarding delinquent account information. It shall be the responsibility of the Contractor's customer service personnel to respond to these questions and respond how to rectify the delinquent situation.

(D) The Contractor shall be responsible for setting up new accounts, computing necessary deposits in accordance with adopted GUA rate resolutions, closing accounts, and relaying this information to the System Manager. The Contractor shall immediately enter this information into the customer information system and verify it for quality assurance. The Contractor shall not be responsible for responding to new or existing customers as to the availability of water and/or sewer capacity within the service area. For initial customer inquiries prior to an application for service, customer service representatives will only provide an indication of the nearest service line based upon
record drawings provided by the GUA, however, at the time of application for service the Contractor will physically locate the lines.

(E) The Contractor shall provide for walk-in customer service, for setting up temporary meters, or for the collection of fees charged for tapping and connection based on GUA rate resolutions. The Contractor shall not be responsible for the determination of system capacity fees or other impact fees associated with new development. Any collection of such fees shall be in accordance with written protocols established by the GUA. In addition to the receipt of payment at the customer service center, the Contractor shall process payments transmitted by mail and received by credit or debit payment via ACH, Internet, or telephone service. GUA shall be responsible for the establishment and all fees associated with a merchant credit card account.

(F) Unless otherwise mutually agreed to by the parties, the Contractor shall continue to use the customer complaint processes and procedures used by the GUA on the Commencement Date and document such complaints in the manner currently documented by the GUA’s customer information system.

(G) The Contractor will ensure that the customer service office can be contacted by any customer using a toll-free telephone number that is available for every customer, 24 hours per day, 7 days per week. In addition, the Contractor will enable customers to have the option to bypass a customer service representative when using the toll-free
telephone number to verify their account balance or make a credit card payment, or to utilize the GUA’s vendor if provided.

(H) The toll-free telephone number will be staffed, at a minimum, Monday through Friday from 8 a.m. to 5 p.m. On-call personnel or an answering service shall handle all emergency calls after hours and on weekends and holidays. Contractor shall take action to rectify and resolve all emergency calls in accordance with Prudent Utility Practice and GUA policies and procedures.

(I) The Contractor will periodically monitor call volume and response time to ensure appropriate staffing of the customer service department to meet customer demand and achieve Basic Billing and Customers Service Performance Standards. The Contractor will provide an overflow answering system during peak times to allow a customer to leave a message. The Contractor customer service representatives will return the customer’s call no later than the following Business Day unless related to an Emergency Condition; all reasonable attempts shall be made to return calls within the same Business Day when related to an Emergency Condition.

SECTION 4.07. FIELD CUSTOMER SERVICE. The Contractor shall provide field customer service by qualified personnel consistent with the Basic Billing and Customer Service Performance Standards and Prudent Utility Practice. Customer service provided in the field shall include, by way of example and not limitation, the investigation of customer problem reports and activation and termination of service during
Normal Business Hours. The Contractor shall take action to rectify and resolve all calls relating to Emergency Conditions and conduct necessary field investigation in accordance with Prudent Utility Practice and GUA policies and procedures. The Contractor shall provide customer service activation (turn-ons) occurring during other than Normal Business Hours in a manner consistent with current GUA practice at no cost to the GUA. The Contractor shall use customer complaint processes and procedures at least comparable to the processes and procedures used by the GUA on the Commencement Date and document customer complaints consistent with the manner currently documented in the GUA's customer information system.

SECTION 4.08. REMITTANCE OF FUNDS TO TRUSTEE.

(A) All receipts will be combined daily at each customer service location for deposit to the GUA's designated bank account. These moneys collected the preceding Business Day will be deposited each Business Day by 12:00 p.m. The Contractor shall submit draft deposit information by 10:00 a.m. of each Business Day for such moneys collected the preceding Business Day.

(B) A report by facility of daily receipts will be provided electronically to the GUA and the Trustee for verification of deposits made to the GUA account by 12:00 p.m. of each Business Day for the results of the previous Business Day. Such report shall identify receipts by water connection fees, wastewater connection fees, customer deposits, such
other receipts or revenues required to be segregated by the GUA and all other receipts. Any discrepancies shall be reported and responded to within forty-eight (48) hours.

(C) Mail-in payments must be addressed and be in an acceptable format to the GUA's lock box provider (if a lock box is used after consultation with the System Manager's staff). A computer file containing details of the lock box receipts shall be provided electronically to the Contractor to be used to update customers' accounts.

(D) Any mail-in receipts not provided in accordance with or acceptable to the GUA's lock box provider's specifications shall be considered rejected and must be processed by the Contractor's cashiers in a manner similar to any mail-in receipts that do not go directly to the GUA's lock box provider.

SECTION 4.09. COMMERCIAL CONNECTION RELATIONS. The Contractor shall work cooperatively with the GUA to facilitate new customer connections with developers and other commercial entities as requested in accordance with the GUA policies and procedures.
ARTICLE V
TERMS AND TERMINATION

SECTION 5.01. PENALTIES.

(A) The Contractor shall be responsible for payment of any fines and penalties imposed by any governmental or quasi-governmental agencies or bodies arising out of or resulting from (i) faulty or negligent operation or maintenance, (ii) operation or maintenance not in conformance with this Agreement or (iii) operation or maintenance not in compliance with Applicable Law and Permits, provided, however, that the Contractor will not be responsible for fines and penalties resulting from failure to comply with Applicable Law and Permits that are directly caused by the GUA's refusal to implement Capital Improvements that are timely recommended in writing by the Contractor and necessary to comply with Applicable Law and Permits and further provided that the Contractor shall not be held liable for fines and penalties arising out of or resulting from violations which occurred prior to the Commencement Date.

(B) In addition to Contractor's liability for the payment of any fines or penalties imposed by any governmental or quasi-governmental agencies or bodies as provided in subsection 5.01(A) of this Agreement, if the Contractor fails to comply with the provisions of this Agreement such failure shall constitute a default of this Agreement, except to the extent caused by Uncontrollable Circumstances or directly caused by the GUA's failure to implement required Capital Improvements or System Improvement Activities that are
timely recommended by the Contractor and necessary to comply with Applicable Law. Without limiting the GUA's rights under Section 5.02 and Section 3.01 of this Agreement, the Contractor shall pay the GUA penalties as set forth below, except the Contractor shall not be held liable for fines and penalties arising out of or resulting from violations or failures which occurred prior to the Commencement Date:

(1) Failure to meet daily drinking water standards, or daily effluent quality requirements as set forth in any applicable Permit or pursuant to Applicable Law for three (3) consecutive calendar days, a penalty in the amount of $500.00 per day commencing on the fourth (4th) day may be assessed.

(2) Failure to control odors in a manner consistent with Prudent Utility Practice for five (5) consecutive calendar days, a penalty in the amount of $500.00 per day commencing on the sixth (6th) day may be assessed.

(3) Failure to dispose of residuals in a manner consistent with the Basic Operations and Maintenance Performance standards and Prudent Utility Practice for seven (7) consecutive calendar days, a penalty in the amount of $1,000.00 per day commencing on the eighth (8th) day may be assessed.

(4) Intentional falsification/misrepresentation of any reports or records required to be filed and/or maintained by the Contractor pursuant to this Agreement, a penalty in the amount of $5,000.00 per incident may be assessed.
(5) Failure to follow any of the notification requirements of this Agreement, a penalty in the amount of $1,000.00 per incident may be assessed.

(6) Failure to properly maintain the Utility Facilities consistent with the Basic Operations and Maintenance Performance Standards and consistent with Prudent Utility Practice, a penalty in the amount of $500.00 per incident may be assessed.

(7) Failure to maintain a staffing level of 95% of the total staff outlined in the Staffing Plan, or any function (Operations, Maintenance, Customer Service/Billing) within the Staffing Plan, based on the full time equivalent labor hours as identified in the Full Time Equivalent Labor Hours report required pursuant to Appendix D, a penalty in the amount of $1,000.00 per percentage point below the 95%.

(8) Failure to make deposits in conformance with Section 4.08 of this Agreement, a penalty in the amount of $250.00 per each $5,000 of undeposited funds may be assessed.

(9) Failure to timely submit Basic Billing and Customer Service Reports, Basic Operation and Maintenance Service Reports, the Annual Maintenance Plan, the Annual Improvement Plan, reports to FDEP and other governmental agencies, and any other reports required pursuant to this Agreement, a penalty in the amount of $100.00 per day may be assessed for each day the report is late.

(10) Failure to process customer credits and refunds, or to apply customer deposits as final payments on closed accounts, within ten (10) business days,
a penalty in the amount of $100.00 per day for each day following said 10-day period may be assessed.

(11) Incurrence of customer service complaints related to the quality of work provided by the Contractor hereunder at a rate exceeding 0.1 percent of customer accounts in a single month, a penalty in the amount of $100.00 per complaint above these thresholds may be assessed.

(12) Failure to correctly read meters with an accuracy rate of 99.5 percent or better based on the following month’s billing adjustments, a penalty at the rate of $100.00 per 0.1 percent per month below the 99.5 percent accuracy requirement may be assessed. The calculation formula to be utilized is as follows:

\[
\left( \frac{\text{Current Month’s Adjustments}}{\text{Prior Month’s Billed Consumption}} \right)
\]

(13) Failure to complete meter readings within two (2) Business Days of scheduled meter reading date, a penalty at the rate of $500.00 per day per 1,000 unread meters for every day commencing on the third Business Day may be assessed.

(14) Failure to collect all required deposits, fees and charges prior to the initiation of service, a penalty in the amount of $500.00 per incident or the equivalent of the uncollected amounts, whichever is greater, may be assessed.

(15) Failure to reconcile all customer payments to the bank deposits and all customer payment categories to the correct category and all customer payments to
the correct Enterprise System within 1.00% of the corrected actuals for the preceding month a penalty for each un-reconciled item in the amount of $50.00 per corrected item may be assessed.

(16) Failure to timely complete turn-off work orders due to non-payment in conformance with the Basic Billing and Customer Service Performance Standards and the Basic Operation and Maintenance Performance Standards, a penalty in the amount of $25.00 per account per day for each day beyond the prescribed time period as described in the GUA's policies and procedures, may be assessed.

(C) The GUA shall have the right to issue a "Penalty Citation" to the Contractor upon a determination that a violation has occurred hereunder for which a fine is due in accordance with Section 5.01(B). Within seventy-two (72) hours after receipt of the "Penalty Citation," Contractor shall have the right to protest the action by submitting a written statement to the System Manager. Any protests received after the expiration of the seventy-two (72) hour period are untimely and will not be considered. The System Manager shall render his written decision regarding the Contractor's protest within three (3) Business Days of receipt of the Contractor's protest. The System Manager's decision shall be final administrative action for all Penalty Citations totaling up to $2,500.00. For any Penalty Citation in excess of $2,500.00, Contractor shall have the right to appeal the Systems Manager's decision to the GUA Board by filing a written appeal with the GUA Clerk within seventy-two (72) hours of the System Manager's decision. Any appeals
received after the expiration of the seventy-two (72) hour period are untimely and will not be considered. Appeals to the Board shall be heard at the next Board meeting more than ten (10) Business Days following receipt of the appeal by the GUA Clerk. The Contractor may present information to the System Manager and the GUA Board in refutation that a violation for which a penalty is due has occurred, including information as to the role that any Uncontrollable Circumstance has had in causing or aggravating any such alleged violation together with any other relevant mitigating factors that should be considered. The System Manager and the GUA Board, as the case may be, shall carefully consider and weigh any such information presented by the Contractor (including the efforts of the Contractor to correct the violation and prevent same from occurring again) in making the final determination regarding the Penalty Citation.

(D) Pursuant to Section 5.01(A), Contractor shall pay any fines or penalties imposed by DEP, EPA or other regulatory body caused by Contractor's failure to meet the performance standards herein, within system operating Permits, or other applicable rules and regulations, subject to the provisions of Section 5.01(A).

(E) The GUA may withhold the amount of any fines or penalties that are due from or the responsibility of the Contractor from the payment of the Basic Operation and Maintenance Service Fee and Basic Billing and Customer Service Fee upon a final determination of such fine or penalty pursuant to Section 5.01(A) or (C), as applicable. If any balance of fines or penalties is due at the termination of this Agreement, it shall be
reimbursed to the GUA through the performance bond provided in Section 5.08 of this Agreement.

SECTION 5.02. DEFAULT.

(A) An event of default occurs if there is a persistent, repeated, or substantial failure or refusal by either the GUA or the Contractor to substantially fulfill any of its material obligations in accordance with this Agreement, provided, however, that no such event shall constitute a default unless and until:

(1) the non-defaulting party has given written notice to the defaulting party that a default or defaults exist which will, unless corrected, constitute an event of default on the part of the defaulting party; and

(2) the defaulting party either has not corrected such default or has not initiated reasonable steps expeditiously to correct such default within five (5) Business Days from the date of such written notice.

(B) The events by which the Contractor shall be deemed to have failed to fulfill a material obligation of this Agreement shall include, by way of example and not limitation, the following:

(1) failure to begin or discontinuing without authorization an element of the Basic Operation and Maintenance Service or the Basic Billing and Customer Service required by this Agreement;
(2) failure of the Contractor to comply with a material provision of Applicable Law, whether willfully or negligently;

(3) failure to permit the GUA, the System Manager, a GUA Representative, any of their representatives or agents or any regulatory authority representative to enter upon the Utility Facilities to inspect the Utility Facilities, materials, Permits, books or records in accordance with this Agreement;

(4) breach of any material covenant, condition or warranty in this Agreement or the making any representation in this Agreement that is materially untrue at the time of its making;

(5) failure to pay, when due, any sums owed to a subcontractor or other party for services or materials provided pursuant to this Agreement;

(6) failure to perform the Basic Operation and Maintenance Service or the Basic Billing and Customer Service in a manner consistent with Prudent Utility Practice, the Basic Operations and Maintenance Performance Standards, the Basic Billing and Customer Service Performance Standards, as applicable, or other requirements agreed to by the parties.

(C) The termination for default of any agreement between the GUA and the Contractor shall confer on either party the right to terminate this Agreement for such party's convenience. Such termination shall be effective on the date designated by the
terminating party, provided that written notice is provided at least thirty (30) calendar days prior to the date of termination.

(D) Each of the following also shall be deemed an event of default: (1) written admission by a party that it is bankrupt; (2) filing by a party of a voluntary petition for bankruptcy; (3) consent by a party to the court appointment of a receiver or trustee for all or a substantial portion of its property or business; (4) the making of any arrangement by a party with, or for the benefit of, its creditors or assigning to a trustee, receiver, or similar functionary (regardless of how designated) of all or a substantial portion of a party's property or business; (5) becoming insolvent; or (6) final adjudication of a party as bankrupt under the Federal Bankruptcy Act.

SECTION 5.03 TERMINATION

(A) In the event of a default by either party, the non-defaulting party may terminate this Agreement. Such termination shall be effective on the date designated by the terminating party, provided that written notice is provided at least thirty (30) calendar days prior to the date of termination. At the GUA's option, a transition period of six months from the date of termination shall be provided by the contractor at no additional compensation except as provided for in Article 5.08 (B) below.

(B) The GUA may also terminate this Agreement for convenience by providing at least thirty (30) calendar days written notice prior to the date of termination. In the event of a termination for convenience by the GUA, there would be a six-month transition period
provided by the contractor at the compensation levels outlined in the contract, plus a reasonable termination fee based on additional contractor costs resulting from the early termination of the contract. Additional contractor costs are defined as direct unreimbursed costs incurred by the contractor prior to or subsequent to the termination date, including any unamortized investments such as leases, equipment and vehicle costs, employee relocation and severance costs, etc., and shall be negotiated between the contractor and GUA during the six-month transition period.

SECTION 5.04. EMERGENCY CONDITION.

(A) In the event of an Emergency Condition affecting the safety or protection of persons, the Utility Facilities, or property adjacent thereto, or to avoid imminent environmental contamination, the Contractor, without special instruction or authorization from the GUA Representative or the System Manager is obligated to act to prevent such threatened damage, injury or loss. The Contractor shall give the GUA Representative oral notice within two (2) hours followed by written signed notice within twenty-four (24) hours after the Contractor knows or reasonably should have known in the exercise of all due diligence about the occurrence of the Emergency Condition. The Contractor shall, where possible, coordinate its actions with the System Manager in an effort to ensure that all such actions are reasonable in view of the Emergency Condition or the anticipated Emergency Condition and shall include, to the extent possible, a mutually agreed upon scope of work. If the System Manager deems work not to be an Emergency Condition,
the Contractor shall be so notified in writing, which may result in planned work to be performed by Contractor as Additional Services.

(B) If the Contractor believes that any significant changes in the compensation provided in this Agreement is required and merited as a result of such Emergency Condition, the Contractor may seek payment for any Additional Services performed. Payment for such Additional Services shall be governed pursuant to the terms of Section 3.03. The Contractor shall provide the GUA documentation supporting the Additional Services performed within twenty (20) Business Days from the occurrence of the Emergency Condition. There shall be no change in the Contractor's compensation and Contractor shall remain liable for all costs associated with an Emergency Condition if the Emergency Condition was caused by the negligence, willful misconduct or failure to comply with Prudent Utility Practice by Contractor, its employees, agents or subcontractors. If the GUA determines that a modification of the scope of services is required because of the Emergency Condition, an amendment shall be issued to document the consequences of the changes or variations. If the Contractor fails to provide such written notice to the GUA Representative within the twenty (20) Business Day period, the Contractor shall be deemed to have waived any right it otherwise may have had to seek an adjustment to the compensation or scope of service.

SECTION 5.05. EMERGENCY REPLACEMENT OF CONTRACTOR. In the event of any Emergency Condition involving the Utility Facilities which is found by the
GUA to present a significant, immediate danger to public health, whether the cause of the Contractor or otherwise, and the Contractor is either unable or unwilling to correct such condition, the GUA may replace the Contractor without notice during the Emergency Condition, provided that at the conclusion of any such condition, the Contractor shall be reinstated by the GUA. Provided further, however, the GUA shall not be obligated to reinstate the Contractor at the conclusion of the Emergency Condition and may terminate this Agreement if the Contractor's inability or unwillingness to correct such Emergency Condition itself constitutes grounds for termination of this Agreement or the Contractor is otherwise in default as provided in Section 5.02. The Contractor shall not be entitled to any compensation after the date upon which the GUA replaces the Contractor under this Section.

SECTION 5.06. OBLIGATIONS EXCUSED.

(A) Notwithstanding any other provision in this Agreement, neither the GUA nor the Contractor shall be liable to the other for any failure or delay in performance of any obligation under this Agreement due to the occurrence of an Uncontrollable Circumstance.

(B) As a condition precedent to the right to claim excuse of performance, the party experiencing an Uncontrollable Circumstance shall:

(1) promptly notify the other party verbally; and
as soon as practical, but in no event more than five (5) Business Days thereafter, prepare and deliver to the other party a notice with a written description of (a) the commencement of the Uncontrollable Circumstance; (b) its estimated duration and cost impact, if any, on the party's obligations under this Agreement; and (c) its estimated impact other than cost impact, if any, on the party's obligations under this Agreement.

SECTION 5.07. DISPUTE RESOLUTION.

(A) Notwithstanding any other provision in this Agreement, the parties agree to resolve any dispute related to the interpretation or performance of this Agreement in the manner described in this Section 5.07; provided that this Section 5.07 shall not be applicable to penalties which must be challenged in accordance with Section 5.01 (C) of the Agreement. Either party may initiate the dispute resolution process by providing written notice to the other party.

(B) After transmittal and receipt of a notice specifying the area or areas of disagreement or dispute, the parties agree to meet at reasonable times and places, as mutually agreed upon, to discuss the issues.

(C) If discussions between the parties fail to resolve the dispute within thirty (30) calendar days of the notice described in Section 5.07(A) hereof, the parties shall appoint a mutually acceptable neutral third-party to act as a mediator. The mediation contemplated by this Section is intended to be an informal and non-adversarial process
with the objective of helping the parties reach a mutually acceptable and voluntary agreement. The decision-making shall rest solely with the parties. The mediator shall assist the parties in identifying issues, fostering joint problem-solving, and exploring settlement alternatives.

(D) If the parties are unable to reach a mediated settlement within sixty (60) calendar days of the mediator's appointment, either party may terminate the settlement discussions by written notice to the other party. In such event, either party may initiate litigation within one hundred twenty (120) calendar days of the notice terminating the settlement discussions. Failure by the party initiating the dispute resolution procedure to commence litigation within the one hundred twenty (120) calendar day period shall be deemed to constitute an acceptance of the interpretation or performance of the other party.

(E) Each party shall pay (1) the fees and expenses of their own counsel and witnesses, and (2) equal shares of the fees and expenses of the mediators.

(F) In light of the GUA's interest in assuring the consistent and uninterrupted provision of Utility Services for its customers, the parties acknowledge the importance of promptly and expeditiously resolving any disputes arising under this Agreement in accordance with the provisions of this Article. In particular, Contractor acknowledges that it shall not have the right to suspend performance of its obligations under this Agreement.
as a result of a dispute and shall be obligated to continue such performance pending the resolution of the dispute under the procedures set forth in this Article.

SECTION 5.08. OPERATIONS COOPERATION AND TRANSFER.

(A) If the GUA or the Contractor terminates this Agreement, the Contractor shall, from the date of the notice of termination make fully available its managers and employees performing services at the Utility Facilities for a period of six months after the termination date pursuant to this Section 5.08 to continue to perform all the Utility Services contemplated in this Agreement. The GUA may determine that it requires a lesser amount of services, managers, employees and intellectual property in order to provide a smooth and orderly transition of the operations and maintenance of the Utility Facilities to GUA administrators, managers and personnel or, as applicable, the GUA's or another local government's contracted private operator. The Contractor shall immediately transfer to the GUA all intellectual property owned by the GUA and used or created by the Contractor during the term of the Agreement, including, but not limited to, the GUA's licenses, data, source codes and software, used in, updated or created for the operation of the Utility Facilities; except that Contractor shall retain all ownership rights to any and all patents, trademarks, copyrights, mask works rights, know-how, trade secrets, or other intellectual property rights belonging to the Contractor prior to the Commencement Date, but shall provide an assignable, site specific perpetual, royalty free license to the GUA for the use of same. The Contractor shall fully cooperate with the GUA to effectuate such a transition,
including the provision of training and "know-how" in the procedures and techniques employed by the Contractor in meeting its obligations under this Agreement.

(B) Notwithstanding the termination of this Agreement, the GUA shall compensate the Contractor for performing the services specified in Section 5.08(A) in an amount equal to the daily allocated cost of the Basic Operation and Maintenance Service Fee and Basic Billing and Customer Service Fee as set forth in a Compensation Agreement and provided that such fees shall be reduced on a pro rata basis to reflect the number of Contractor employees performing services and the amount of services performed.

(C) Upon the termination or expiration of this Agreement, the Contractor shall assign to the GUA its interest in all contracts entered into by the Contractor relative to the Utility Facilities if requested by the GUA, if such contracts do not prohibit such assignment. The GUA's right to request assignment of certain contracts shall not be read as an obligation by the GUA to assume all or any of such contracts. The GUA shall, however, assume the payment and performance of all contracts assigned to it and shall pay any penalties and costs incurred by the Contractor with respect to the assignment of such contracts. The Contractor shall exercise all reasonable efforts in negotiating contracts relative to the Utility Facilities to (1) obtain the written consent of the other parties to such contracts to the assignment by the Contractor of its rights therein to the
GUA and (2) secure contract terms and conditions that do not include damages or penalties to any assignee with respect to any assignment.

(D) Upon ultimately vacating the Utility Facilities, the Contractor shall leave all sites, structures, Equipment, and improvements in good condition. The Contractor shall properly dispose of residuals and any accumulations of waste materials, rubbish, and other debris resulting from the Contractor’s activities. The Contractor shall restore to original condition (ordinary wear and tear excepted) any portion of the Utility Facilities that were altered or changed by the Contractor without the GUA’s approval.

SECTION 5.09. PERFORMANCE BOND OR OTHER SECURITY. During the term of this Agreement and continuing thereafter until all monetary obligations of the Contractor have been discharged, the Contractor shall furnish and maintain a performance bond in an amount equal to fifty percent (50%) of the annual Basic Operations and Maintenance Service Fee and the annual Basic Billing and Customer Service Fee set forth in a Compensation Agreement. The performance bond shall be renewed annually and delivered to the GUA. The performance bond shall be issued by a surety company or companies (1) having a rating of "A" in the latest revision of the A.M. Best Company's Insurance Report; (2) listed in the United States Treasury Department's Circular 570, "Companies Holding Certificates of Authority as Applicable Sureties on Federal Bonds as Acceptance Reinsurance Companies"; and (3) properly registered to do business in the State of Florida.
SECTION 5.10. SURVIVAL. All claims or actions of any description whatsoever under this Agreement, including any claim for indemnification in accordance with the terms and conditions set forth herein, shall be brought within the applicable limitations period provided in section 95.11, Florida Statutes, or its statutory successor in function.
ARTICLE VI

GENERAL PROVISIONS

SECTION 6.01. DESIGNATION OF GUA REPRESENTATIVE.

(A) The GUA shall designate in writing a GUA Representative to act on its behalf with respect to the Utility Services to be rendered under this Agreement. The GUA Representative may be a designated employee of the System Manager. The Contractor shall be entitled to rely upon any written notice of change of the designated GUA Representative.

(B) The Contractor and the GUA Representative shall meet at least monthly during the term of this Agreement, together with such other persons as the GUA may designate, to discuss issues related to services provided by the Contractor under this Agreement, the operation and condition of the Utility Facilities generally and other issues identified by the GUA Representative or the Contractor.

(C) The GUA Representative shall have the following responsibilities:

(1) Review and make appropriate recommendations on all requests submitted by the Contractor for payment for Utility Services and work provided and performed in accordance with this Agreement.

(2) Provide all criteria and information requested by the Contractor as to the requirements of the GUA for the Utility Services.
(3) Upon request from the Contractor, assist the Contractor by placing at its disposal all available information in the possession of the GUA pertinent to the Utility Services, including by way of example and not limitation, existing drawings, specifications, shop drawings, public literature, previous reports and any other data relative to the provision of the Utility Services or the maintenance, construction, acquisition or improvement of the Utility Facilities.

(4) Provide notice to the Contractor of any deficiencies or defects discovered by the GUA with respect to the Utility Services rendered by the Contractor under this Agreement.

(D) The GUA Representative is not authorized to issue any verbal or written orders or instructions to the Contractor that would have the effect, or be interpreted to have the effect, of modifying or changing in any way:

(1) the scope of the Utility Services to be provided and performed by the Contractor under this Agreement;

(2) the time the Contractor is obligated to commence and complete all Utility Services; or

(3) the amount of compensation the GUA is obligated or committed to pay the Contractor under this Agreement.
SECTION 6.02. MANNER OF PERFORMANCE.

(A) The Contractor is, and shall be, in the performance of all Utility Services, an independent contractor, and not an employee or agent of the GUA or the System Manager. All persons engaged in the performance or provision of Utility Services shall at all times, and in all places, be subject to the Contractor's sole direction, supervision, and control. The Contractor shall exercise control over all the means and manner in which it and its employees perform or provide the Utility Services.

(B) The Contractor represents that it has, or will secure at its own expense, all necessary personnel required to perform the Utility Services under this Agreement as set forth in the Staffing Plan. Personnel of the Contractor shall not be employees of or have any contractual relationship with the GUA or the System Manager, nor shall such personnel or employee of the Contractor be entitled to any benefits of the GUA or the System Manager including, by way of example and not limitation, pension, health and worker's compensation benefits.

(C) All of the Utility Services required hereunder shall be performed by the Contractor or under its supervision, and all personnel, employees and subcontractors engaged in performing the Utility Services shall be fully qualified and, if required, authorized or permitted under state and local law to perform the Utility Services undertaken.
(D) The Contractor, at its sole expense, shall correct or replace any work that is defective or faulty in material or workmanship for a period of one (1) year after the completion of such work. Following such one (1) year period, any such correction or replacement will be considered a separate Event and Contractor's obligation shall be limited as otherwise provided in this Agreement.

(E) All non-supervisory employees of the Contractor assigned to the field shall be required to wear at all times a uniform and display appropriate identification.

(F) The Contractor is responsible for checking its employees for proof of a valid Florida driver’s license and insurance a minimum of twice annually in those cases where personal vehicles are used to perform Utility Services.

SECTION 6.03. COMPLIANCE WITH REVENUE PROCEDURES. The Contractor and the GUA acknowledge and agree that this Agreement is intended to, and does comply in all material respects with the requirements of Section 141 of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder (the "Code") and particularly Revenue Procedure 97-13, as such Revenue Procedure may be modified or superseded, from time to time (collectively, the "Revenue Procedure") as currently interpreted. If any provision of this Agreement should cause the Agreement not to comply with the requirements of the Code or the Revenue Procedure as interpreted from time to time, this Agreement shall be amended to comply with the Code and the Revenue Procedure. The Contractor and the GUA acknowledge and agree that,
notwithstanding anything in this Agreement to the contrary, this Agreement shall be amended by the parties in order to comply with any future legislative, regulatory or administrative changes to such provisions under the Code or the Revenue Procedure during the term of this Agreement.

SECTION 6.04. AUTHORITY TO PERFORM. The Contractor and its employees shall continuously maintain all Permits, licenses and approvals required under the Applicable Law to provide the Utility Services. Proof of all such Permits, licenses and approvals shall be submitted to the GUA Representative at least annually and upon request.

SECTION 6.05. ACCESS AND AUDITS. The Contractor shall maintain adequate records to justify all charges, expenses and costs incurred in estimating and performing the Utility Services and all Additional Services for at least two (2) years after the termination of this Agreement. The GUA, the System Manager or their contracted representatives shall have access to such books, records and documents as required for the purpose of inspection or audit, during Normal Business Hours, and such books, records and documents shall be kept by Contractor at a place of business of the Contractor within the State of Florida. The Contractor shall be subject to an annual independent financial audit with respect to Additional Services provided pursuant to this Agreement and a performance audit relating to its performance and provision of the Utility
Services under this Agreement. Any such audit shall be undertaken by an auditor or auditors selected and paid for by the GUA.

SECTION 6.06. GENERAL INSURANCE REQUIREMENTS.

(A) The Contractor shall purchase at its cost and maintain at all times the insurance coverages listed in Appendix E with insurance companies acceptable to the GUA for limits of liability not less than the amount stated for each coverage in Appendix E.

(B) The GUA and the System Manager are to be additional insureds under the Commercial General Liability and Contractor's Pollution Liability Insurance policies with the Severability of Interest Provision applicable to each policy. If requested by the GUA, the Contractor shall promptly revise the insurance policies to include other local governments using or acquiring the Utility Facilities as additional insureds to the extent such insurance is commercially available without a special premium. All liability insurance shall be on an "occurrence form," except Miscellaneous Errors and Omissions policies and Contractor's Pollution Liability policies which may be on either an "occurrence" or a "claims made" form. Each policy shall provide that the Contractor's coverage is primary to any insurance or self-insurance program of the GUA and that the GUA shall not be directly responsible for the payment of any insurance premium due to the insurance companies. The insurance coverages and limits required must be evidenced by properly executed certificates of insurance supplied by the Contractor. Policies of insurance shall
be with carriers admitted to do business in the State of Florida. Carriers shall be "A" rated and have a financial rating size of "IX" or better, according to the A.M. Best Key Rating Guide. All certificates of insurance shall reflect thirty (30) calendar days' notice to the GUA of any cancellation. Contractor shall provide the GUA with thirty (30) calendar days' notice prior to any change or reduction in insurance coverage. All properly executed certificates of insurance shall be received and approved by the GUA prior to the Commencement Date. On renewal at the end of each policy term, properly executed certificates of insurance must be delivered to the GUA at least thirty (30) calendar days before expiration of the insurance policies for review and approval so that there will be no interruption in the Contractor's provision of Utility Services under this Agreement due to the lack of proof of insurance.

(C) To the extent not otherwise stated herein, and in addition to any other requirements set forth herein, the Contractor shall operate and maintain the Utility Facilities in accordance with the following laws and regulations, as applicable:

(1) Chapter 440, Florida Statutes, Workers' Compensation Law, as amended;

(2) Florida Administrative Code Chapters 38F and 38I, as amended, relating to Workers' Compensation;
(3) 29 Code of Federal Regulations 1910 and 29 Code of Federal Regulations 1926, Occupational Safety and Health Act, General Industrial Standards and Construction Industrial Standards, respectively; and

(4) the Florida Toxic Substances Act.

(D) Should the Contractor at any time fail to maintain the insurance coverages required in this Section 6.06, the GUA, at its discretion, shall be authorized to purchase such coverages and charge the Contractor for such coverages purchased or deduct such cost from the monthly payment due for the Basic Operation and Maintenance Service Fee. The GUA shall be under no obligation to purchase such insurance or to be responsible for the coverages purchased or the financial stability of the insurance companies used and failure of the GUA to purchase such insurance shall not lessen or release the Contractor of its obligations as provided in this Section 6.06.

(E) The GUA shall secure and maintain at its expense property damage insurance for the Utility Facilities.

SECTION 6.07. NOTICE OF CLAIMS. Within twenty-four (24) hours of Contractor becoming aware of its occurrence, the Contractor shall notify in writing the GUA Representative of all incidents, events or injuries which the Contractor reasonably believes may result in a claim of ten thousand dollars ($10,000.00) or more, arising out of the Contractor's performance under this Agreement, including, but not limited to, claims relating to workplace injuries. The Contractor shall notify the GUA of any claim arising
out of Contractor's performance under this Agreement and established and accepted by
the Contractor as a liability of the Contractor under its commercial insurance or self
insurance which is paid in an amount equal to or greater than ten thousand dollars
($10,000.00). The Contractor shall notify the GUA of any death arising out of the
Contractor's performance under this Agreement. The Contractor shall notify the GUA of
any and all events, accidents, injuries, incidents, suits or claims which name or otherwise
may involve or create a liability for the GUA or result from the provision by the Contractor
of the Utility Services, including by way of example and not limitation, any events involving
pollution at, on, or near the Utility Facilities

SECTION 6.08. PCI DSS COMPLIANCE. In order to assure that the
electronic business activities conducted under this contract are carried out in the most
secure manner possible for the benefit of the GUA and its customers, the Contractor
agrees to follow all GUA adopted policies regarding PCI DSS compliance.

SECTION 6.09. INDEMNIFICATION.

(A) In consideration of Ten Dollars ($10.00) and other valuable consideration
provided between the parties, the receipt of which is hereby acknowledged by each party,
each party shall protect, defend, indemnify and hold the other party and its officers,
employees and agents harmless from and against any and all liabilities, claims, losses,
and expenses, including attorney's fees and all reasonable costs of litigation and
judgments arising out of any willful misconduct, negligent act, error, omission or
infringement of a third-party patent, license or other intellectual property by that party, its subcontractors, agents or employees, arising out of or incidental to the performance of this Agreement. The GUA's obligation to indemnify Contractor pursuant to this Article VI is limited by the GUA's right to sovereign immunity, which right is expressly not waived by the GUA, and is subject to the limitations provided in section 768.28, Florida Statutes. Any indemnification right of the Contractor is further limited to and payable solely from money of the GUA which is not derived from any enterprise fund of the GUA or otherwise in conflict with any financing documents relating to any bonds issued to finance the purchase or improvements for a GUA System.

(B) Each party acknowledges that the general conditions of any construction or subcontractor contract with an entity not a party to this Agreement shall include language, satisfactory to the other party's attorney, in which the third party agrees to hold harmless and to defend the other party, its agents and employees from all suits and actions, including attorney's fees, and all reasonable costs of litigation and judgments of any name and description arising out of or incidental to the performance of the construction contract or work performed for the Utility Facilities.

SECTION 6.10. MODIFICATION OF SCOPE OF SERVICES.

(A) The GUA shall at all times during the term of this Agreement have the right to request unilateral changes in the scope of services, including alterations, reductions therein or additions thereto. Upon receipt by the Contractor of the GUA's notification of
the contemplated change, the Contractor shall in writing: (1) timely provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the GUA of any changes in work schedules, (3) advise the GUA if the contemplated change shall affect the Contractor's ability to perform or provide the Utility Services in a manner consistent with the requirements and performance standards incorporated into this Agreement, and (4) advise the GUA if the contemplated change is within the capabilities of the Contractor.

(B) After receipt of items 6.10 (A) (1) through (4) above, the GUA will meet with the Contractor to discuss the proposed changes and negotiate any change in the Basic Operation and Maintenance Service Fee or Basic Billing and Customer Service Fee, as applicable. If a change to either Service Fee cannot be agreed to through negotiation, and the GUA still desires to make the proposed changes to the Scope of Services, the GUA may elect to utilize the Dispute Resolution clause as outlined in Article 5.07 above.

(C) If the GUA so instructs in writing, the Contractor shall suspend work on that portion of the Utility Services affected by the contemplated change, pending the GUA's decision whether to proceed with the change.

(D) If the GUA elects to make a change in this Agreement, the GUA shall initiate an amendment to this Agreement, and the Contractor shall not commence work on any such change until such written amendment is agreed to and signed by the Contractor and the GUA Representative.
(E) Should a Change in Law dictate an increase or decrease in the scope of the Basic Operation and Maintenance Service or Basic Billing and Customer Service, subject to confirmation by the GUA Representative of such change, the Contractor shall be entitled to an adjustment in the Basic Operation and Maintenance Service Fee or Basic Billing and Customer Service Fee, as applicable, in an amount to be negotiated by the parties and agreed to in writing prior to the effective date of such adjustment.

SECTION 6.11. CONFLICTS.

(A) The Contractor represents that it has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or provision of the Utility Services. The Contractor shall promptly notify the GUA Representative of all potential conflicts of interest of Contractor for any prospective business association, interest or other circumstance which may influence or appear to influence the Contractor's judgment or the quality of the Utility Services to be provided under this Agreement. Such notification shall be in writing and identify the prospective business association, interest or circumstance, the nature of the work the Contractor may undertake and request a determination from the GUA as to whether the association, interest or circumstance would, in the opinion of the GUA, constitute a conflict of interest if entered into by the Contractor.

(B) The GUA shall respond to the Contractor in writing within thirty (30) calendar days of receipt of the notice by the Contractor of an actual or potential conflict of interest.
If the GUA determines the prospective business association, interest or circumstance does not appear to constitute a conflict of interest, the GUA shall so state in the response and the Contractor may, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to Utility Services provided by the Contractor.

SECTION 6.12. RIGHT TO ENTER, INSPECT AND TEST. At all times the GUA, the System Manager, the GUA Representative or any of their representatives or agents shall have the right, but not the duty, to enter upon the Utility Facilities to inspect and observe the performance or provision of the Utility Services and, at the GUA's sole cost, perform sampling and testing to determine compliance of Contractor with its obligations under this Agreement. During all such visits, the GUA Representative or any of their representatives or agents shall follow Contractor's work place safety policies and procedures.

SECTION 6.13. APPLICABLE LAW; JURISDICTION AND VENUE.

(A) This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

(B) The parties to this Agreement expressly consent to the jurisdiction of and agree to suit in any court of general jurisdiction in the State, whether state, local or federal, and further agree that venue shall lie in Leon County, Florida.
SECTION 6.14. NOTICE.

(A) All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when hand delivered or mailed by registered or certified mail, postage prepaid, to the parties at the following addresses:

To the GUA:

Florida Governmental Utility Authority
c/o Government Services Group, Inc.
280 Wekiva Spring Road
Protegrity Plaza, Suite 2070
Longwood, Florida 32779
Attention: Stephen M. Spratt

with a copy to:

Nabors, Giblin & Nickerson, P.A.
1500 Mahan Drive, Suite 200
Tallahassee, Florida 32308
Attention: Heather J. Encinosa, Esq.

with a copy to:

Pennington, P.A.
215 South Monroe Street, Second Floor
Tallahassee, Florida 32301
Attention: John C. Pelham, Esq.

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(B) Any written notice given to one person in subsection (A) of this Section shall also be provided to all other persons identified in subsection (A).

(C) The parties may, by notice in writing given to the others, designate any future or different addresses to which the subsequent notices, certificates or other communications shall be sent. Any notice shall be deemed given on the date such notice is delivered by hand, by facsimile transmission or other electronic means or five (5) calendar days after the date mailed.
SECTION 6.15. PUBLIC RECORDS.

(A) IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT FLORIDA GOVERNMENTAL UTILITY AUTHORITY, ATTN: GERRI FRANKLIN, AUTHORITY CLERK, 280 WEKIVA SPRINGS ROAD, SUITE 2070, LONGWOOD, FL 32779, EMAIL: GERRI FRANKLIN GFRANKLIN@GOVMSERV.COM, PHONE: (407) 629-6900

(B) The Contractor shall keep and maintain all public records required and deemed necessary by the GUA to perform the services purchased under this contract.

(C) When requested by the Custodian of Public Records of the GUA, Contractor shall provide the GUA with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed those costs provided in Chapter 119, Florida Statutes or as otherwise may be provided by law.

(D) Contractor shall ensure that all public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed to the public except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the GUA as
(E) Upon completion of the contract the Contractor shall either transfer to the GUA, at no cost, all public records in possession of the contractor, or alternatively, the Contractor may keep and maintain the public records required by the GUA to perform the services under this contract. If the Contractor elects to transfer all public records to the GUA upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and which are also exempt from public records disclosure requirements. If the Contractor elects to maintain and keep the public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the GUA upon request from the GUA Custodian of Public Records in a format that is compatible with the information technology systems of the GUA.

(F) A request to inspect or copy public records relating to an GUA contract for services must be made directly to the GUA. Contractor shall refer all requests for public records to the GUA Custodian of Public Records. If the GUA does not possess the requested records due to the Contractor maintaining the public records, then the GUA shall immediately notify the Contractor of the request for records. The Contractor must provide the records to the GUA or allow the records to be inspected or copied within a reasonable time. If the Contractor does not comply with the GUA request for records, the GUA shall be entitled to enforce the contract provisions herein for failure to comply with
the terms of the contract. Any Contractor which fails to provide public records to GUA within a reasonable time may also be subject to penalties as provided under Section 119.10, Florida Statutes, including punishment by fine or may be guilty of committing a misdemeanor of the first degree for any willful and knowing violation.

SECTION 6.16. MEDIA RELATIONS.

The Contractor shall consult with and receive the GUA’s approval prior to (1) responding to inquiries from the media or (2) initiating contact with the media, in either case, regarding the rendition of Utility Services to the Utility Facilities. Contractor also shall not issue news releases at any time or of any kind, in writing or orally, pertaining to this Agreement or the rendition of Utility Services hereunder without, in each instance, the prior approval of the GUA through its System Manager. The Contractor shall not use the name or logo of the GUA, its member jurisdictions, the Utility Facilities, other contractors or Board members in any advertising, brochures, public relations documents or news releases without prior written consent of the GUA through its System Manager; provided, however, Contractor may use or furnish the GUA’s name, address and telephone number as a client reference.

SECTION 6.17. ASSIGNMENT.

(A) The Contractor shall not have the right to assign any of its rights, duties or obligations under this Agreement without the consent of the GUA Board upon a demonstration by the proposed assignee of its ability to perform the obligations of the
Contractor under this Agreement, which consent shall not be unreasonably withheld. A consented to assignee shall be required to assume the obligations of the assigning party by written assignment in a form reasonably satisfactory to the GUA's attorney.

(B) Any assignment of this Agreement consented to by the GUA shall be an assignment of the Agreement in its entirety and the Basic Operation and Maintenance Service and the Basic Billing and Customer Service cannot be severed or assigned separately unless specifically consented to by the GUA; provided, however, this prohibition shall not apply to an affiliate of the Contractor if such separate assignment shall not, in the judgment of the GUA, interfere with the performance of the duties and the provision of the Utility Services provided in this Agreement.

(C) The assignment of this Agreement by Contractor shall not relieve the Guarantor of its obligations hereunder unless the proposed assignee provides a substitute guarantor reasonably acceptable to the GUA or the GUA determines that a substitute guarantor is not required, in either event such determination shall be at the discretion of the GUA.

(D) A transfer of a majority of the outstanding stock of the Contractor to another corporate entity or business enterprise shall be deemed an assignment of the Agreement requiring the consent of the GUA under this Section 6.17 unless such transfer of outstanding stock of the Contractor is to an affiliated company of the Contractor in which event consent shall not be required under this Section 6.17.
(E) The GUA reserves the right to assign its rights and obligations under this Agreement to any validly constituted local government, agency or authority. The GUA shall provide the Contractor with prior notice of such assignment.

SECTION 6.18. AMENDMENTS AND WAIVERS. No amendment, supplement, modification or waiver of this Agreement shall be binding upon any party hereto unless executed in writing by such party. Contractor shall obtain written consent of the Guarantor for any modification. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision of this Agreement, whether or not similar, unless otherwise expressly provided. No waiver of a default or a breach of any provision of this Agreement shall operate nor be construed to operate as a waiver of any subsequent default or breach.

SECTION 6.19. SEVERABILITY. If any clause, subsection, Section or Article of this Agreement shall be ruled invalid by any court of competent jurisdiction, then the invalidity of such clause, provision, subsection, Section or Article shall not affect any of the remaining provisions hereof, and this Agreement shall be construed and enforced as if such invalid portion did not exist.

SECTION 6.20. ENTIRE AGREEMENT. This Agreement, including the referenced Appendices hereto, is the entire Agreement between the parties and, except for any Compensation Agreement entered into by the parties in accordance with the terms of this Agreement, this Agreement supersedes all prior and contemporaneous
agreements, understandings, negotiations, and discussions of the parties, whether oral or written, pertaining to the subject matter hereof. Upon execution by all parties, the GUA shall provide the Contractor three complete, certified copies of this Agreement, together with all appendices hereto. This Agreement shall be construed as solely for the benefit of the GUA and the Contractor, their successors and assigns, and no claim or cause of action shall accrue to or be for the benefit of any third party by reason of the execution of this Agreement.
IN WITNESS WHEREOF, the GUA and the Contractor have caused this Agreement to be duly executed and entered into on the date first above written.

FLORIDA GOVERNMENTAL UTILITY AUTHORITY

By: ___________________

Its: ___________________

Attest:

U.S. WATER SERVICES CORPORATION

By: ___________________

Its: ___________________

Attest:

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LIST OF APPENDICES

GUA SYSTEM

UTILITY OPERATIONS, MAINTENANCE, BILLING AND CUSTOMER SERVICE AGREEMENT

APPENDIX A BASIC OPERATION AND MAINTENANCE SERVICE PERFORMANCE STANDARDS

APPENDIX B BASIC BILLING AND CUSTOMER SERVICE PERFORMANCE STANDARDS

APPENDIX C INVENTORY

APPENDIX D REPORTS

APPENDIX E SCHEDULE OF INSURANCE

APPENDIX F SCHEDULE OF FIXED FEES FOR ADDITIONAL SERVICES

APPENDIX G FORM OF GUARANTY
APPENDIX A

BASIC OPERATION AND MAINTENANCE

SERVICE PERFORMANCE STANDARDS

SECTION A.01. TREATMENT FACILITIES.

(A) Operate and maintain the water and wastewater treatment plant facilities, unit processes, and their respective appurtenances and document such activities in the asset management and operations management system (OMS), including, but not limited to, the following:

- control of treated water corrosivity within the limits of the existing treatment process;
- general housekeeping;
- grounds maintenance for all facilities;
- maintain instrumentation, remote monitoring, and Supervisory Control And Data Acquisition (SCADA) system, if any;
• issue public notices of non-compliance with drinking water standards resulting from acts or omissions of the Contractor, limitations of the treatment process, or equipment failure;

• minimize the generation of noise and odors in accordance with Applicable Law within the limits of existing treatment processes;

• assist the GUA in the coordination of GUA's construction contractors, engineers, or other consultants or vendors for line tie-ins, process standards and connection of Capital Improvements to the Utility Facilities;

• provide timely submittal of all operating reports required by regulatory agencies;

• provide GUA with written information and recommended actions needed to transmit timely response to correspondence from regulatory agencies;

• provide predictive and preventative maintenance of the plant and appurtenant Equipment, pumps and motors;

• procure laboratory testing services;

• provide reclaimed water production and delivery to GUA customers using methods and practices to maximize beneficial use;
• manage biosolids removal, transport, and disposal on a routine and regular basis to avoid solids loss or upsets in the treatment process;

• establish, maintain, and provide documentation of arrangements with third parties regarding biosolids in order to demonstrate regulatory compliance; and

• provide residual removal services as needed to optimize plant operations.

(B) Take immediate action to either prevent environmental incidents or dangerous situations, and endeavor to keep the number and duration of such incidents and situations to a minimum.

SECTION A.02. WATER PUMPING STATIONS AND WELLS.

(A) Operate, maintain, and repair the pumping stations and raw water supply well facilities and their respective appurtenances and document such activities in the OMS, including, but not limited to, the following:

(1) Monitoring of pump stations and wells for Emergency Conditions.

(2) Maintenance, operation and repair of instrumentation, remote monitoring, and SCADA systems.
(3) Regularly scheduled predictive and preventative maintenance, inspections and adjustments. A list of activities to be performed at the following minimum intervals shall include, but not be limited to, the following:

- clean sumps and sump pumps when clogged, malfunctioning, or as needed;
- check control panels for proper operation weekly;
- check and record motor amperage at least once each calendar quarter;
- check and clean filter elements for gas or diesel engines as specified by the manufacturer;
- change and maintain the oil level in pumps as specified by the manufacturer;
- lubricate and clean air blowers and filter screens as specified by the manufacturer;
- maintain proper belt tension at all times and check weekly;
- check pump running times weekly;
- maintain the station's lighting and replace bulbs as needed;
- check motor starter contacts at least once each calendar quarter;
- clean floats each calendar quarter or as needed;
• maintain alarm lights and horns weekly;

• remove debris and clean out pumps and check valves as required;

• lubricate pump and motor bearings as specified by the manufacturer; and

• exercise all station valves at least once per year as part of the annual valve exercise program.

(4) The Contractor shall repair pump stations and wells in order to maintain their integrity. Activities to be performed or provided shall include, but not be limited to the following:

• rebuilding or replacing gate, check, butterfly, ball, pressure sustaining, and control valves;

• removing and reinstalling pumps and motors for repair;

• repairing motors and pumps;

• furnishing a crane truck, when necessary;

• repairing or replacing rails, supports, or piping;

• replacing flapper valves on pump volutes;

• repairing or replacing electrical panels or its components;

• rewinding motors;
• removing submersible pumps for cleaning, repairs, or gasket replacement;
• repairing and replacing vacuum pumps;
• replacing impellers, wear plates, bearing, and seals;
• replacing piping on sump pumps;
• replacing circulation lines;
• cleaning aerators on a calendar quarter basis and repair screens as needed; and
• repairing and replacing instrumentation, remote monitoring, and SCADA unit components.

(5) The Contractor shall provide routine repairs to all Equipment, including painting of all exposed Equipment, and all exposed piping, on a five-year rotating basis. Painting shall include surface preparation meeting industry practices. Should painting be required more often, the Contractor shall paint as necessary to protect the integrity of the Equipment and piping. The paint colors shall be specified by the GUA.

SECTION A.03. WATER DISTRIBUTION SYSTEMS.

(A) The Contractor shall operate, maintain, and repair the water transmission, distribution piping, treated water storage, meters, interconnects, and other appurtenances and document such activities in the OMS, including, but not limited to, the following:
• timely repair of any water main breaks, water main leaks, service line
  breaks, and service line leaks up to the point of customer connection;

• excavation, backfilling and compaction of such excavations in the course of
  performing work in the water distribution system;

• regular flushing of dead-end system main lines monthly or more often if
  required and Contractor must record the gallons flushed on maintenance
  report;

• annual fire hydrant inspections, lubrication (outlet threads, cap threads, and
  valve stem), leak checks, check nozzle chain integrity, and flow testing;

• meter repairs and replacements – The Contractor shall replace or repair
  individual meters or meter equipment as necessary if the equipment is
  broken or malfunctioning, and will bill such activity to the GUA as Additional
  Services pursuant to the schedule of fees and charges attached as
  Appendix F. Any large-scale replacement of meters will only be carried out
  as directed by the GUA and included in the GUA’s adopted budget and
  capital improvement plan.

• meter testing to assure accuracy in response to customer inquiries or an
  observed deficiency;
• exercising valves at least once a year and documenting deficiencies or concerns related to operation, position, or condition of valves and associated components such as valve box, pad, ID badge, or tracer wire.

(B) The Contractor agrees to complete service orders for disconnections, reconnections, meter test, and other general service or work orders such as line leaks, valve breaks and damage to appurtenances relating to existing water services or the distribution system in a timely manner and in no event later than twenty-four (24) hours after receipt of a service or work order, unless any delay beyond twenty-four (24) hours is due to unavailability of parts, in which case such work will be completed as soon as the parts are obtained. Service orders are for light duty work in response to customer or third-party inquiries and are tracked in a computerized customer information system associated with customer service and billing. Work orders are to be utilized for heavier duty work associated with operation and maintenance of Utility Facilities and corresponding System Improvement Activities and are tracked in a computerized OMS.

(C) The Contractor shall respond to Emergency Conditions on a seven-days-a-week, twenty-four (24) hour a day basis without a work authorization and initiate such response within two (2) hours of being notified or otherwise learning of such Emergency Condition or of any unforeseen combination of circumstances that reasonably calls for immediate action.
SECTION A.04. STORAGE TANKS. The Contractor shall render predictive and preventative maintenance service to the GUA with respect to all GUA potable, reclaimed, and hydropneumatics water storage tanks and document such activities in the OMS. The preventative maintenance services, at a minimum shall consist of regularly scheduled inspections at least once per year (inspections by the Contractor, not part of a GUA planned, formal inspection program) and adjustment of electrical and mechanical Equipment associated with each of the GUA's water storage tanks. When possible, Equipment deficiencies detected during inspections shall be corrected prior to leaving job sites. If same day correction is not accomplished, the OMS work order shall remain open until the work is completed and documented in the work order closeout process.

SECTION A.05. WASTEWATER PUMPING FACILITIES.

(A) Operate and maintain the wastewater pumping facilities, and their respective appurtenances and document such activities in the OMS, including, but not limited to, the following:

(1) Monitoring of lift or pumping stations for Emergency Conditions.

(2) Maintenance, operation and repair of instrumentation, remote monitoring, and SCADA systems.

(3) Regularly scheduled preventative maintenance, inspections and adjustments.
(4) Monitor the wastewater pumping facilities which have the technology for such monitoring for the following parameters and record in the log at the facility:

- pump running times;
- high water level in wet well;
- loss of electrical power; and
- thermal overload.

(5) The Contractor shall provide predictive and preventative maintenance service with respect to the wastewater pumping facilities including, but not limited to:

- Weekly visits shall be 3 times per week and visit results shall be recorded on an FGUA-approved monthly log sheet. Monthly log sheet shall include field staff name, date, time, pump run readings, Alarm light check, Horn check, SCADA/Mission unit operational check, and include an area for general remarks. To maximize efficiency of maintenance forces, Contractor may propose a different weekly visit frequency to the FGUA for approval. Written proposal shall be specific to any given utility system and include a table of lift stations and whether they are proposed for visits daily, 3 times per week, 2 times per week, or one time per week (minimum). Table shall list information and criteria justifying the proposed frequency of visits such
as pump run times, criticality (for example, for public health or the environment), SCADA/Mission availability, functionality (for example, of less than 2 pumps), on bypass, seasonality (for example I&I issues during rainy season), and any other pertinent factors. The weekly visit schedule shall be adhered to and any changes shall require submittal to the FGUA of an updated table for approval. At FGUA’s direction, Contractor’s visit frequency for any given lift station shall revert to the required 3 visits per week.;

- adjustment of electrical and mechanical Equipment based on inspections, including maintaining an even distribution of wear and running time on pumps at duplex or triplex pumping facilities;

- check control panels for proper operation at least three (3) times weekly;

- check variable frequency drives (VFD’s) for proper operation;

- check and record motor amperage at least once each calendar quarter;

- change and maintain the oil level in pumps as specified by the manufacturer;

- lubricate and clean air blowers weekly or as specified by the manufacturer;
• poll the station on a scheduled basis by the telemetry system at five (5) minute increments;

• check and record pump running times at least three (3) times weekly;

• clean "wet wells" quarterly or more often if needed;

• check valve vault drain lines and clean as required;

• check instrumentation, remote monitoring, and telemetry units for proper operation daily;

• maintain the station’s alarm lights and replace bulbs as necessary;

• check the wet well and float levels for proper distance of pumping as necessary;

• check motor starter contacts at least once each calendar quarter;

• clean floats quarterly or as needed;

• remove debris and rags from pumps and check valves as necessary;

• clean out pumps and check valves as necessary; and exercise all station valves at least once each calendar quarter.

(6) Supply all materials as needed for the predictive and preventative maintenance program in conformance with the requirements of this Agreement.
(7) Repair and rehabilitate pump stations including, but not limited to, the following:

- repairing or replacing gate, check and plug valves;
- removing and reinstalling pumps and motors for repair;
- repairing motors and pumps;
- furnishing a crane truck, when necessary;
- repairing or replacing rails, supports, or piping;
- replacing flapper valves on pump volutes;
- repairing or replacing electrical panels or their components;
- rewinding motors;
- removing submersible pumps for cleaning, repairs, or gasket replacement;
- repairing and replacing vacuum pumps;
- replacing impellers, wear plates, bearing, and seals;
- replacing piping on sump pumps;
- replacing circulation lines; and
• repairing and replacing instrumentation, remote monitoring, and telemetry unit components.

(8) Painting of all exposed Equipment, and all exposed piping, on a five (5) year rotation basis. Painting shall include surface preparation meeting industry practices. Should painting be required more often, the Contractor shall paint as necessary to protect the integrity of the Equipment and piping.

SECTION A.06. WASTEWATER COLLECTION SYSTEMS.

(A) The Contractor shall be responsible for the proper operation, maintenance and repair of the collection systems including the following:

• Ten percent (10%) of the collection system will be cleaned on an annual basis so that the entire collection system will be cleaned over a 10-year period;

• Timely repair of any sewer line or service lateral breaks;

• Inspection of manholes in accordance with Annual Maintenance Plan.

(B) The Contractor shall respond to any wastewater collection system Emergency Condition seven (7) days a week, twenty-four (24) hours a day including, but not limited to, pipeline blockage or potential thereof, or manhole surcharging, or sanitary sewer overflow as may reported by any source, within the GUA’s service area as soon as
possible, but in any event, within two (2) hours of being notified or otherwise learning of such or related condition in the wastewater collection system.

(C) The Contractor shall timely, and properly, maintain and repair the wastewater collection and transmission facilities. The Contractor shall take all necessary measures to remedy conditions in the wastewater collection system facilities resulting from a main pipeline blockage and consequential surcharging or overflow of such pipelines or manholes and shall be responsible for clean-up and abatement resulting from such conditions which occur within the wastewater collection system facilities.

SECTION A.07. COMPUTERIZED MAINTENANCE RECORDS. The Contractor shall be responsible for performing routine, preventative, predictive, and corrective maintenance for the Utility Facilities and supply all Equipment and materials required therefore, all in a manner that assures the readiness and availability of Equipment, processes, and systems on a consistent basis, and which ensures efficiency, long-term reliability, and conservation of the capital investment in the Utility Facilities. Such procedures shall include predictive and preventive maintenance and corrective maintenance program components for the Utility Facilities and shall be capable of providing the following:

• establish an equipment or asset condition rating based on field and operational assessment;
• establish and maintain key attribute information for each piece of Equipment;

• maintain a record of repair and repair history for each piece of Equipment or line section;

• schedule of preventive and predictive maintenance;

• maintain records of routine and emergency transmission and distribution line repairs;

• maintain records of corrective maintenance;

• issue, monitor, and close out work orders including documentation of work performed;

• maintain a spare parts and Equipment inventory; and

• issue Equipment status and repair priority reports.

SECTION A.08 EMERGENCIES. Contractor shall respond to Emergency Conditions of any type at the Utility Facilities on a seven (7) days a week, twenty-four (24) hours per day basis.
APPENDIX B

BASIC BILLING AND CUSTOMER SERVICE PERFORMANCE STANDARDS
APPENDIX B

BASIC BILLING AND CUSTOMER SERVICE PERFORMANCE STANDARDS

SECTION B.01. METER READING.

(A) All water meters shall be read on a monthly basis, not less than two (2) Business Days before or two (2) Business Days after the customer's normal bill read date.

(B) Malfunctioning meters, visible leaks or damage to the meter or box shall be reported immediately to field service personnel for repairs.

(C) The Contractor shall enter the appropriate codes in the hand-held meter reading devices or monitor related AMI reports or customer complaints and notify customer service personnel to issue work orders for repairs where needed (e.g., broken or obscured glass, box too high/low, broken lid, cannot find meter).

(D) The Contractor shall reread "suspected" erroneously read meters within two (2) Business Days of discovery. The Contractor shall provide an exception (hi-low audit) report on each Business Day for a previous days' reading. The Contractor shall review reports and select meters to be rechecked before billing.

(E) Every meter is required to be read in every route. Any instance where an illegal hook-up is suspected should be reported immediately to the Contractor's office. If
a meter is present, the Contractor will note the serial number and reading. Illegal hook-ups will be reported to the GUA for action.

(F) Normal hours of meter reading shall be Monday through Saturday, except GUA holidays, between 7 a.m. and 6 p.m. each day (unless mutually agreed upon between the GUA and the Contractor).

(G) Meter reading must be performed with an accuracy rate of at least 99.5 percent. Errors are defined as misreads found by field audits, investigations, and readings the following month which are lower than reported the previous month as an accurate read or customer requested rechecks which, after investigation, a reading error is confirmed. All meter re-reads are the sole cost responsibility of the Contractor.

(H) All meter reading routes are to be accomplished within two (2) Business Days of the day scheduled. Weather conditions, excluding conditions associated with hurricanes and floods, must not prevent the accomplishment of meter reading unless otherwise agreed to by the GUA.

(I) Individual accounts on routes which are "no reads" (skips) will be reviewed daily by the Contractor. If, upon further investigation, it is determined that a reading could have been obtained, the Contractor shall take immediate steps to obtain the reading.

(J) All meter boxes or meter conditions which impose an impediment to readers or citizens must be entered in the hand-held devices by the meter readers when observed
and promptly reported. Other conditions of special interest that may explain high usage, as well as notification made of suspected leaks found, must also be entered.

SECTION B.02. FIELD SERVICES.

(A) The Contractor shall provide field personnel to accomplish the following meter and customer service functions:

- turn-on and turn-off of customer meters in response to account changes, delinquent accounts, customer requests, or emergencies;
- verify meter sizes;
- verify meter reading accuracy;
- meet with customer at property to discuss and evaluate disputes and make a report to customer service; and
- review with customers at property, how to read meter, typical usage of water, and conservation measures that customer can implement.

(B) All field service shall be made through service orders. Information from these service orders shall be summarized on monthly order reports.

(C) The Contractor agrees to complete service orders for disconnections, reconnections, meter test, and other general light duty service orders relating to existing water services or distribution system in a timely manner and in no event later than twenty-four (24) hours after receipt of a service order. Any service order taking longer
than twenty-four (24) hours to complete shall be continuously tracked and reported to GUA until closed out.

SECTION B.03. BILLING AND CUSTOMER SERVICE STANDARDS.

(A) All accounts must be billed monthly within five (5) Business Days of the meter reading date.

(B) Bills must show a due date of twenty-one (21) calendar days after the billing date. Bills must be delivered to the United States Postal Service the same calendar day as the billing date.

(C) The due dates on each individual customer’s bill should be consistent from month to month, within the Business Days, to allow for customer budgeting of payment. Changes in billing cycles for customers must be approved by an GUA Representative.

(D) All bills must be computed using the then current GUA rate resolution as provided by the GUA Representative.

(E) Customer inquiries will be handled expeditiously. Response by a customer service representative must in all cases involve no more than a three (3) minute telephone wait, with an average wait time of no more than thirty (30) seconds during normal business hours.

(F) Customer service representatives must be courteous at all times. However, customer service representatives may politely disconnect customers using abusive or vulgar language after providing one warning to the offending customer.
(G) Customer service representatives and customer service supervisors have authority to adjust customer accounts within guidelines provided by GUA's policies and procedures.
APPENDIX C

INVENTORY
Each Compensation Agreement for a particular GUA System shall include a physical inventory of the FGUA owned items (equipment, vehicles, etc.) on hand at the beginning of the contract.
APPENDIX D

REPORTS
SECTION D.01. BASIC BILLING AND CUSTOMER SERVICES. In addition to the reports required as described elsewhere in the Agreement pertaining to Basic Billing and Customer Services, the Contractor shall submit or make available to the GUA electronically, the following reports:

<table>
<thead>
<tr>
<th>REPORT</th>
<th>CONTENT</th>
<th>REPORTING PERIOD</th>
</tr>
</thead>
<tbody>
<tr>
<td>Daily Transaction Journal</td>
<td>A documentation of all monetary and non-monetary transactions that have been posted to a customer's account</td>
<td>available daily Due to Finance by 10am the following Business Day.</td>
</tr>
<tr>
<td>Preliminary Meter Reading Report</td>
<td>A report indicating the meter readings entered for each account prior to billing. Error in readings and/or consumption will be indicated for correction</td>
<td>When requested</td>
</tr>
<tr>
<td>Tracking Report of Customer Calls</td>
<td>A summary report of calls with specific break out identifying customer complaints and detailing total customer calls and average wait/hold times per AWWA Standards.</td>
<td>Monthly By the 10th Business Day of the following month</td>
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<tr>
<td>REPORT</td>
<td>CONTENT</td>
<td>REPORTING PERIOD</td>
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<tr>
<td>Annual Meter Change-Out</td>
<td>A report which outlines the meters in the field by age and gallon with plan to change out 10% annually.</td>
<td>June of each year.</td>
</tr>
<tr>
<td>Aged Trial Balance</td>
<td>A report listing each customer’s account with total balance, current, 30, 60, 90, and 120-day balances</td>
<td>On 1st Business Day of each month</td>
</tr>
<tr>
<td>Meter Aging Report</td>
<td>A report that lists every account that had a meter installed between a range of dates selected by the GUA</td>
<td>When Requested</td>
</tr>
<tr>
<td>Consumption History Report</td>
<td>A report listing meter usages by rate classification and meter size</td>
<td>Provide to Finance by 3rd Business Day each month</td>
</tr>
<tr>
<td>Billing Register</td>
<td>A report indicating each customer account billed with all pertinent information contained on the customer bill, including meter read date</td>
<td>Make available as requested on a monthly basis</td>
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<tr>
<td>REPORT</td>
<td>CONTENT</td>
<td>REPORTING PERIOD</td>
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<tr>
<td>Monthly Activity Report</td>
<td>A report indicating summary of all billings, adjustments and payments recorded during a particular calendar month</td>
<td>“Billing History” Provide to Finance by 3rd Business Day each month. Also, GL Balance reports provided by 2nd Business Day.</td>
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<td>Specifically, it indicates:</td>
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<td></td>
<td>(a) billing by rate class service;</td>
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<td>(b) charges/adjustments by rate class;</td>
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<td>(c) total payments received; and</td>
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<td></td>
<td>(d) total bills printed</td>
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<tr>
<td>Labor Hours Report</td>
<td>A report showing the total number of labor hours for the provision of all Utility Services; report must identify staff vacancies.</td>
<td>Bi-annual</td>
</tr>
<tr>
<td>Customer Service</td>
<td>Summarized data either system produced or properly sample surveyed reflecting total call wait time and average call wait time per receiving location</td>
<td>Monthly Commencing October 1, 2019</td>
</tr>
<tr>
<td>REPORT</td>
<td>CONTENT</td>
<td>REPORTING PERIOD</td>
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<tr>
<td>-------------------------------</td>
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<tr>
<td>Customer Deposit Report</td>
<td>A report listing by account all customer deposits held by the GUA and when eligible for refund</td>
<td>Available once monthly</td>
</tr>
<tr>
<td>Customer Write Off Report</td>
<td>A list of accounts more than 60 calendar days delinquent for proposed write offs and remittance to the collection agency</td>
<td>Monthly</td>
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<td></td>
<td>Provide to Finance by 5th Business Day each month.</td>
</tr>
<tr>
<td>AWWA Performance Reports</td>
<td>Summarized data sufficient to report results on the following Key Performance Indicators (KPIs) per AWWA Benchmarking Guidelines:</td>
<td>Monthly commencing October 1, 2019</td>
</tr>
<tr>
<td></td>
<td>(a) Customer Service Complaints (per 1,000 accounts)</td>
<td></td>
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<tr>
<td></td>
<td>(b) Technical Quality Complaints (per 1,000 accounts)</td>
<td></td>
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<td></td>
<td>(c) Customer Service Cost per Account ($)</td>
<td></td>
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<tr>
<td></td>
<td>(d) Billing Accuracy (per 10,000 billings)</td>
<td></td>
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<tr>
<td></td>
<td>(e) Operation and Maintenance Cost Ratios for water ( $ per account and $ per mg)</td>
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<tr>
<td></td>
<td>(f) Sewer Overflow Rate (per 100 miles of pipe)</td>
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<td></td>
<td>(g) Water Distribution System Water Loss (%)</td>
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<td>REPORT</td>
<td>CONTENT</td>
<td>REPORTING PERIOD</td>
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</tr>
<tr>
<td>(h) Operation and Maintenance Cost Ratios for Wastewater ($ per account and $ per mg)</td>
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</tbody>
</table>
| Tracking Report of Customer Contacts with the Utility | A customer contact report listing e-mails, phone and walk-ins by the following categories with subcategories:  
(a) Water Quality concerns (pressure/odor, etc.)  
(b) Complaints (response time, service interruption, construction, field or office staff behavior/rate increase or policy change)  
(c) Account Inquires (billing errors/new accounts/terminations/address change)  
(d) Payment Inquires (balance inquires, credit card payments) | Monthly  
By the 10th Business Day of the following month |
<p>| Report of Inactive accounts | Report should indicate the number of customers billed under the inactive account charge and the total billed amounts. | When Requested |
| Inactive Account Ageing Report | Either a separate report the includes only accounts that hold the inactive status, or a special code on the aggregate ageing that would clearly identify | Monthly by the 5th Business Day of each month |</p>
<table>
<thead>
<tr>
<th>REPORT</th>
<th>CONTENT</th>
<th>REPORTING PERIOD</th>
</tr>
</thead>
<tbody>
<tr>
<td>which accounts are being billed inactive account fees.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Report of Properties with a Lien Filed</td>
<td>A special identifier should be given to all accounts that have been filed a lien with the County of record. A report should be provided with all accounts with this identifier.</td>
<td>When Requested</td>
</tr>
<tr>
<td>Summary of NSF Checks issued by customers</td>
<td>A report of all customer accounts which issued NSF checks for the month. Report should include account number, customer name, address and amount of the check.</td>
<td>Monthly by the 5th Business Day of each month</td>
</tr>
<tr>
<td>Billing reports with Cycle billing information</td>
<td>Reports will be used to calculate unbilled revenues at the end of each month. Reports should include total billed revenues by cycle with meter read dates and bill dates</td>
<td>Monthly by the 3rd Business Day of each month</td>
</tr>
<tr>
<td>Daily Cash Deposit Reports</td>
<td>Reports should reflect all cash deposits for the day breaking out of the various payment methods (credit card, online bill pay, etc.)</td>
<td>By 10:00 am on the following Business Day</td>
</tr>
<tr>
<td>Monthly Adjustment Report</td>
<td>Report should list all adjustments, broken out by type of adjustment, made to customer accounts and reason for adjustment.</td>
<td>By the 5th Business Day of each month</td>
</tr>
<tr>
<td>Work Order Report</td>
<td>A summary report of work/service orders by type (reference Section B.02 (A).)</td>
<td>Monthly</td>
</tr>
</tbody>
</table>

D-6
<table>
<thead>
<tr>
<th>REPORT</th>
<th>CONTENT</th>
<th>REPORTING PERIOD</th>
</tr>
</thead>
<tbody>
<tr>
<td>Other reports</td>
<td>At times the GUA management may request additional reports that are otherwise not specified in preparation of special analysis. A deadline which is agreeable to both the Contractor and the GUA will be given upon such request.</td>
<td>As requested</td>
</tr>
<tr>
<td>commonly available at the time of acquisition</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### SECTION D.02. BASIC OPERATION AND MAINTENANCE SERVICE REPORTS

In addition to the reports required as described elsewhere in the Agreement pertaining to Basic Operation and Maintenance Service, the Contractor shall submit to the GUA, no later than the fifteenth (15th) calendar day of each month covering the previous month, a report by enterprise system and subsystem, and consolidated by region, consisting of the items outlined below. The organization, format, and content of the reports shall be as approved by the GUA System Manager or designee and submitted as one electronic document for each region, indexed and configured to facilitate navigation through the document.

(A) Reclaimed and potable water produced at each treatment facility:

(1) Monthly operating reports for each facility;

(2) Total and average-day for the month; and
(3) Average-day, maximum-day, minimum-day and average of the maximum-month for the ended 12-month period.

(B) Description of any emergencies, incidents and work orders occurring during the month including, but not limited to:

(1) Operational anomalies, unusual incidents and emergencies which had a material adverse impact on customer service or the public;

(2) Environmental incidents;

(3) Utilities Facilities stress situations;

(4) To the extent not contained within the OMS system, work order log detailing when work orders received and completed location of event, work performed, Equipment and resources needed.

(5) Quality assurance reports and resolutions.

(6) Employee injuries

(C) Description of regulatory matters including, but not limited to:

(1) Regulatory notices and responses thereto;

(2) Requirement for public notices;

(3) Inspections or visits to Utility Facilities by regulatory agencies;
(4) Regulatory exceedances;

(5) Implementation of new regulatory requirements.

(D) Progress report including, but not limited to:

(1) Material operational changes;

(2) Major maintenance and repair activities; and

(3) System Improvement Activities.

(E) Summary of new customers connected.

(F) Events and situations described in Sections (B)(1), (B)(2), (C)(1), and (D)(2) of this section by telephone to the GUA Operations Manager within two (2) hours and by email within twenty-four (24) hours after the Contractor becomes aware of the event or situation and makes an assessment of impacts thereof followed by a written report within five (5) Business Days thereafter, all in accordance with the GUA’s notification protocol.

(G) Contractor shall submit reports with a minimum:

Water

(1) Total and per well, ground water pumped;

(2) Total water treated and provided to the distribution system, including individual reclaimed water customers
(3) Total water sold;

(4) Unaccounted for water by system and subsystem.

Wastewater

(1) Total wastewater treated;

(2) Total wastewater disposed to each effluent disposal site;

(3) Total biosolids and residuals disposed of by system and subsystem;

Connection Charges

(1) Total meters set;

(2) Number of customers added;

(3) Total meters changed out;

(4) Total meters removed.

(H) Contractor shall provide a report listing all Renewal & Replacement expenses to the GUA’s Chief Financial Officer within 30 days of the end of each month.

(I) All the above information shall be reported monthly by system and subsystem
APPENDIX E

SCHEDULE OF INSURANCE
APPENDIX E

SCHEDULE OF INSURANCE

The following is an outline of the insurance coverage the Contractor shall obtain and maintain as provided herein, and in the type, amounts and in conformance with the following minimum requirements and is subject to the terms and conditions of each insurance policy:

**Worker’s Compensation**

Statutory benefits as defined by Chapter 440, Florida Statutes, encompassing all operations contemplated by this Agreement to apply to all owners, officers, and employees regardless of number of employees. Individual employees may be exempted per State law. Employers Liability will have minimum limits of $1,000,000.00 per accident.

**Commercial General Liability**

Coverage shall apply to premises and/or operations, products and/or completed operations, independent contractors, contractual liability, and broad form property damage exposures with minimum limits of $1,000,000.00 per occurrence. Said policy shall be insured by an insurance company, or companies, with a current minimum rating by the A.M. Best Agency of A.
Commercial Automobile Liability

Coverage shall apply to owned vehicles and/or hired and non-owned vehicles and employee non-ownership use with minimum limits of $1,000,000.00 CSL (combined single limit).

Umbrella/Excess Liability Insurance

At all times during the term of this Agreement, the Contractor shall keep umbrella/excess liability insurance in minimum amount of $10,000,000.00.

Certificate of Insurance

The GUA shall be listed as a certificate holder and additional insured with respect to Commercial General Liability. An original hand signed certificate shall be on file with and approved by the GUA prior to the operation date. Said certificate shall evidence the required coverage and amounts as contained herein and provide a thirty (30) calendar day notice of cancellation. Contractor shall provide the GUA with thirty (30) calendar days' notice prior to any reduction or material change in coverage.

Commercial Crime/Employee Dishonesty

Coverage shall apply to employees and include coverage for faithful performance of duty, depositors' forgery, money-securities (in and out), and counterfeit papers with a minimum limit of $500,000.00 per occurrence.
Contractor's Pollution Liability Insurance

At all times during the term of this Agreement, the Contractor shall keep contractor's pollution liability insurance in minimum amounts of $2,000,000.00.

Miscellaneous Errors and Omissions Insurance

At all times during the term of this Agreement, the Contractor shall keep miscellaneous errors and omissions insurance in minimum amounts of $2,000,000.00.
APPENDIX F

SCHEDULE OF FIXED FEES FOR ADDITIONAL SERVICES
APPENDIX F
PASCO - ALOHA GARDENS & SEVEN SPRINGS
SCHEDULE OF FIXED FEES FOR ADDITIONAL SERVICES
(Effective 10/01/2019 to 10/01/2020)

Each of the unit prices listed below shall be adjusted by the Construction Adjustment Factor on an annual basis on each and every October 1st commencing on October 1, 2020. The Construction Adjustment Factor measures the percentage change in the Engineering News Record (ENR) "Construction Cost Index" (CCI). The Construction Adjustment Factor shall use the July CCI and shall be calculated as ((Current Index ÷ Previous Index/Previous Index), where Current Index = the ENR CCI for the month of July immediately prior to the October 1st date of adjustment, and Previous Index = the ENR CCI for the month of July of the previous year (i.e. Construction Adjustment Factor effective October 1, 2020 = (July 2020 CCI – July 2019 CCI)/July 2019 CCI).

BADGER WATER METERS (1)

<table>
<thead>
<tr>
<th>Meter Setting Cost (2)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Meter Size (inches)</strong></td>
</tr>
<tr>
<td>5/8 x 3/4</td>
</tr>
<tr>
<td>1</td>
</tr>
<tr>
<td>1 1/2</td>
</tr>
<tr>
<td>2</td>
</tr>
</tbody>
</table>

Service Prep and Setting Costs Direct Read (7)

<table>
<thead>
<tr>
<th><strong>Meter Size (inches)</strong></th>
<th><strong>Units</strong></th>
<th><strong>CO Rates</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>5/8 x 3/4</td>
<td>EA</td>
<td>$264.00</td>
</tr>
<tr>
<td>1</td>
<td>EA</td>
<td>$387.92</td>
</tr>
<tr>
<td>1 1/2</td>
<td>EA</td>
<td>$956.86</td>
</tr>
<tr>
<td>2</td>
<td>EA</td>
<td>$1,223.55</td>
</tr>
</tbody>
</table>

Full Tap and Meter Cost (Short Side) (4,5)

<table>
<thead>
<tr>
<th><strong>Meter Size (inches)</strong></th>
<th><strong>Units</strong></th>
<th><strong>CO Rates</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>5/8 x 3/4</td>
<td>EA</td>
<td>$759.75</td>
</tr>
<tr>
<td>1</td>
<td>EA</td>
<td>$929.91</td>
</tr>
<tr>
<td>1 1/2</td>
<td>EA</td>
<td>$1,431.58</td>
</tr>
<tr>
<td>2</td>
<td>EA</td>
<td>$1,316.29</td>
</tr>
</tbody>
</table>

Full Tap and Meter Cost (Long Side) (4,5)

<table>
<thead>
<tr>
<th><strong>Meter Size (inches)</strong></th>
<th><strong>Units</strong></th>
<th><strong>CO Rates</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>5/8 x 3/4</td>
<td>EA</td>
<td>$2,697.36</td>
</tr>
<tr>
<td>1</td>
<td>EA</td>
<td>$2,868.49</td>
</tr>
<tr>
<td>1 1/2</td>
<td>EA</td>
<td>$3,362.35</td>
</tr>
<tr>
<td>2</td>
<td>EA</td>
<td>$3,859.73</td>
</tr>
</tbody>
</table>

BACKFLOW PREVENTION RETROSETTERS (6)

<table>
<thead>
<tr>
<th><strong>Meter Size (inches)</strong></th>
<th><strong>Units</strong></th>
<th><strong>CO Rates</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>5/8 x 3/4</td>
<td>EA</td>
<td>$13.41</td>
</tr>
<tr>
<td>1</td>
<td>EA</td>
<td>$17.88</td>
</tr>
</tbody>
</table>

---

(1) Prices based on Badger Recordall water meters with standard (manual-read) registers for meters 2" and smaller. No repairs to meters 2" and smaller shall be allowed.

(2) Assumes that ONLY the meter (and ERT if necessary) is installed in an existing water meter box with service piping.

(3) The type, size, and configuration of new non-residential meter installations (meters 3" and larger. Any size Turbo or Compound meter) shall be approved by the FGUA Capital Program Manager.

(4) Prices include the meter assembly, service piping, all fittings/appurtenances on the supply-side of the meter, meter box, and casing under the roadway for long side services. Backflow prevention assemblies are NOT included.

(5) Short side means service to property on the same side of the road as the water main. Long side means service to property on the opposite side of the road as the water main. Long side costs include installation of casing under the roadway, casing length not greater than twenty-four (24') feet.

(6) Prices to be additional to a Meter Set, short side, long side, or service prep and Set based on installation of backflow prevention Retrossetters that are installed along with water meters set as new service connections. FGUA to supply the Retro Setters.

(7) Price Based on Badger Meter to include Meter box, Meter, and fittings to connect to a Contractor supplied exposed Whip or point of connection within the easement area of the property. All plumbing after the meter remains the property owners responsibility.
Each of the unit prices listed below shall be adjusted by the Construction Adjustment Factor on an annual basis on each and every October 1st commencing on October 1, 2020. The Construction Adjustment Factor measures the percentage change in the Engineering News Record (ENR) Construction Cost Index (CCI). The Construction Adjustment Factor shall use the July CCI and shall be calculated as (Current Index / Previous Index), where Current Index = the ENR CCI for the month of July immediately prior to the October 1st date of adjustment, and Previous Index = the ENR CCI for the month of July of the previous year (i.e. Construction Adjustment Factor effective October 1, 2020 = (July 2020 CCI / July 2019 CCI)/July 2019 CCI).

### BADGER WATER METERS (1)

<table>
<thead>
<tr>
<th>Meter Setting Cost (2)</th>
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</thead>
<tbody>
<tr>
<td><strong>Meter Size (Inches)</strong></td>
</tr>
<tr>
<td>5/8 x 3/4</td>
</tr>
<tr>
<td>1 1/2</td>
</tr>
<tr>
<td>2</td>
</tr>
</tbody>
</table>
| Turbo & Compound Meters (all sizes), 3" and Larger | EA | Cost+

<table>
<thead>
<tr>
<th>Service Prep and Setting Costs (7)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Meter Size (Inches)</strong></td>
</tr>
<tr>
<td>5/8 x 3/4</td>
</tr>
<tr>
<td>1 1/2</td>
</tr>
<tr>
<td>2</td>
</tr>
</tbody>
</table>
| Turbo & Compound Meters (all sizes), 3" and Larger | EA | Cost+

<table>
<thead>
<tr>
<th>Full Tap and Meter Cost (Short Side) (4,5)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Meter Size (inches)</strong></td>
</tr>
<tr>
<td>5/8 x 3/4</td>
</tr>
<tr>
<td>1 1/2</td>
</tr>
<tr>
<td>2</td>
</tr>
</tbody>
</table>
| Turbo & Compound Meters (all sizes), 3" and Larger | EA | Cost+

<table>
<thead>
<tr>
<th>Backflow Prevention Retrosetters (6)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Meter Size (inches)</strong></td>
</tr>
<tr>
<td>5/8 x 3/4</td>
</tr>
<tr>
<td>1</td>
</tr>
</tbody>
</table>

---

1. Prices based on Badger Readout water meters with High Resolution Encoder registers for meters 2" and smaller. No repairs to meters 2" and smaller shall be allowed.
2. Assumes the meter, ERT, and TTL are installed in an existing water meter box with service piping.
3. The type, size, and configuration of new non-residential meter installations (meters 3" and larger; ANY size Turbo or Compound meter) shall be approved by the FGUA Capital Program Manager.
4. Prices include the meter assembly, ERT, through-the-lid ERT mount, service piping, all fittings/appurtenances on the supply-side of the meter, meter box, and casing under the roadway for long side services. Backflow prevention assemblies are NOT included.
5. Short side means service to property on the same side of the road as the water main. Long side means service to property on the opposite side of the roads as the water main. Long side costs include installation of casing under the roadway, casing length not greater than twenty-four (24) feet.
6. Prices to be additional to a Meter Set, short side, long side, or service prep and Set based on Ford backflow prevention Retrosetters that are installed along with water meters set as new service connections. FGUA to supply the Retro Setters.
7. Price based to include Meter box, Meter, and fittings to connect to a Contractor supplied exposed Whip or point of connection within the easement area of the property. All plumbing after the meter remains the property owners responsibility.
## Replacement Costs - All West Region Systems

**APPENDIX F**

**SCHEDULE OF FIXED FEES FOR ADDITIONAL SERVICES**

(Effective 10/01/2019 to 10/01/2020)

Each of the unit prices listed below shall be adjusted by the Construction Adjustment Factor on an annual basis on each and every October 1st commencing on October 1, 2020. The Construction Adjustment Factor measures the percentage change in the Engineering News Record (ENR) "Construction Cost Index" (CCI). The Construction Adjustment Factor shall use the July CCI and shall be calculated as ((Current Index - Previous Index)/Previous Index), where Current Index = the ENR CCI for the month of July immediately prior to the October 1st date of adjustment, and Previous Index = the ENR CCI for the month of July of the previous year (i.e., Construction Adjustment Factor effective October 1, 2020 = (July 2020 CCI - July 2019 CCI)/July 2019 CCI).

### Neptune & Badger Water Meters (1,2)

**Manual-Read Badger Meter Replacement Costs - Aloha Gardens & Seven Springs (3)**

<table>
<thead>
<tr>
<th>Meter Size (Inches)</th>
<th>Units</th>
<th>CO Rates</th>
</tr>
</thead>
<tbody>
<tr>
<td>5/8 x 3/4</td>
<td>EA</td>
<td>$125.27</td>
</tr>
<tr>
<td>5/8 x 3/4 - Upgrade to AMR for Inaccessible Locations (4)</td>
<td>EA</td>
<td>$272.40</td>
</tr>
<tr>
<td>1</td>
<td>EA</td>
<td>$263.18</td>
</tr>
<tr>
<td>1 - Upgrade to AMR for Inaccessible Locations (4)</td>
<td>EA</td>
<td>$372.94</td>
</tr>
<tr>
<td>1 1/2</td>
<td>EA</td>
<td>$623.40</td>
</tr>
<tr>
<td>2</td>
<td>EA</td>
<td>$756.01</td>
</tr>
<tr>
<td>Iron ERT (no travel - done when there is a meter replaced)</td>
<td>EA</td>
<td>$106.00</td>
</tr>
<tr>
<td>Iron ERT &amp; TTL (no travel - done when there is a meter replaced)</td>
<td>EA</td>
<td>$123.36</td>
</tr>
<tr>
<td>Iron ERT Only (with travel)</td>
<td>EA</td>
<td>$161.07</td>
</tr>
<tr>
<td>Turbo &amp; Compound Meters (all sizes), All Meters Greater than 2&quot;</td>
<td>Cost+</td>
<td></td>
</tr>
</tbody>
</table>

**Electronic-Read Neptune Meter Replacement Costs - Aqua Pasco (3)**

<table>
<thead>
<tr>
<th>Meter Size (Inches)</th>
<th>Units</th>
<th>CO Rates</th>
</tr>
</thead>
<tbody>
<tr>
<td>5/8 x 3/4</td>
<td>EA</td>
<td>$243.73</td>
</tr>
<tr>
<td>1</td>
<td>EA</td>
<td>$362.93</td>
</tr>
<tr>
<td>1 1/2</td>
<td>EA</td>
<td>$632.37</td>
</tr>
<tr>
<td>2</td>
<td>EA</td>
<td>$985.22</td>
</tr>
<tr>
<td>Iron ERT Only (with travel)</td>
<td>EA</td>
<td>$161.07</td>
</tr>
<tr>
<td>Iron ERT &amp; TTL (with travel)</td>
<td>EA</td>
<td>$178.43</td>
</tr>
<tr>
<td>Iron ERT &amp; TTL (no travel - done when there is a meter replaced)</td>
<td>EA</td>
<td>$123.36</td>
</tr>
<tr>
<td>Iron ERT (no travel - done when there is a meter replaced)</td>
<td>EA</td>
<td>$106.00</td>
</tr>
<tr>
<td>Iron TTL ERT Mount (no travel)</td>
<td>EA</td>
<td>$17.36</td>
</tr>
<tr>
<td>Turbo &amp; Compound Meters (all sizes), All Meters Greater than 2&quot;</td>
<td>Cost+</td>
<td></td>
</tr>
</tbody>
</table>

**Electronic-Read Badger Meter Replacement Costs - Consolidated & Lindnerc (3)**

<table>
<thead>
<tr>
<th>Meter Size (Inches)</th>
<th>Units</th>
<th>CO Rates</th>
</tr>
</thead>
<tbody>
<tr>
<td>5/8 x 3/4</td>
<td>EA</td>
<td>$205.70</td>
</tr>
<tr>
<td>1</td>
<td>EA</td>
<td>$373.70</td>
</tr>
<tr>
<td>1 1/2</td>
<td>EA</td>
<td>$961.66</td>
</tr>
<tr>
<td>2</td>
<td>EA</td>
<td>$1,093.24</td>
</tr>
<tr>
<td>Iron ERT Only (with travel)</td>
<td>EA</td>
<td>$161.07</td>
</tr>
<tr>
<td>Iron ERT &amp; TTL (with travel)</td>
<td>EA</td>
<td>$178.43</td>
</tr>
<tr>
<td>Iron ERT &amp; TTL (no travel - done when there is a meter replaced)</td>
<td>EA</td>
<td>$123.36</td>
</tr>
<tr>
<td>Iron ERT (no travel - done when there is a meter replaced)</td>
<td>EA</td>
<td>$106.00</td>
</tr>
<tr>
<td>Iron TTL ERT Mount (no travel)</td>
<td>EA</td>
<td>$17.36</td>
</tr>
<tr>
<td>Turbo &amp; Compound Meters (all sizes), All Meters Greater than 2&quot;</td>
<td>Cost+</td>
<td></td>
</tr>
</tbody>
</table>

### Backflow Prevention Retrosetters (6)

<table>
<thead>
<tr>
<th>Meter Size (Inches)</th>
<th>Units</th>
<th>CO Rates</th>
</tr>
</thead>
<tbody>
<tr>
<td>5/8 x 3/4</td>
<td>EA</td>
<td>$50.37</td>
</tr>
<tr>
<td>1</td>
<td>EA</td>
<td>$55.40</td>
</tr>
</tbody>
</table>

---

1) For meters 2" and smaller, meters shall be either Neptune T-10 water meters (synthetic polymer OR lead free high copper alloy, bottom cap) OR Badger RecordAll water meters. For AMR/AMI systems other than the City of Dunellen, Neptune meter registers shall be ProCoder type and Badger register shall be High Resolution Encoder type. For the City of Dunellen ONLY, Neptune meters shall have R900 registers. No repairs to meters 2" and smaller shall be allowed.

2) Existing meters 3" and larger shall be replaced OR repaired like-for-like unless otherwise directed by the FGUA Operations Manager.

3) Assumes that ONLY the meter and ERT if necessary/register is installed in an existing meter water box with service piping for meters 2" and smaller.

4) Neptune 3-10 water meters with ProCoder registers shall be used when upgrading manual-read meters to electronic-read meters. Prices include the meter assembly, any necessary ERT mounting hardware for above-ground locations, and connecting the meter to the ERT.

5) Price includes materials & labor for installation of through-the-box (TTL) components ONLY. Travel time is NOT included since this work is performed only during other types of service orders.

6) Prices to be additional to the Meter Replacement costs and Set based on FGUA backflow prevention Retrosetters that are installed along with a Meter Replacement. FGUA to Supply the Retrosetters.
APPENDIX F
AQUA-PASCO
SCHEDULE OF FIXED FEES FOR ADDITIONAL SERVICES
(Effective 10/01/2019 to 10/01/2020)

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NEPTUNE WATER METERS (1)

<table>
<thead>
<tr>
<th>Meter Setting Cost (2)</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Meter Size (inches)</td>
<td>Units</td>
<td>CO Rates</td>
</tr>
<tr>
<td>5/8 x 3/4</td>
<td>EA</td>
<td>$327.25</td>
</tr>
<tr>
<td>1</td>
<td>EA</td>
<td>$427.76</td>
</tr>
<tr>
<td>1 1/2</td>
<td>EA</td>
<td>$709.70</td>
</tr>
<tr>
<td>2</td>
<td>EA</td>
<td>$1,080.07</td>
</tr>
<tr>
<td>Turbo &amp; Compound Meters (all sizes), 3&quot; and Larger (3)</td>
<td>EA</td>
<td>Cost+</td>
</tr>
</tbody>
</table>

Service Prep and Setting Costs (7)

<table>
<thead>
<tr>
<th>Meter Size (inches)</th>
<th>Units</th>
<th>CO Rates</th>
</tr>
</thead>
<tbody>
<tr>
<td>5/8 x 3/4</td>
<td>EA</td>
<td>$417.62</td>
</tr>
<tr>
<td>1</td>
<td>EA</td>
<td>$571.53</td>
</tr>
<tr>
<td>1 1/2</td>
<td>EA</td>
<td>$1,378.93</td>
</tr>
<tr>
<td>2</td>
<td>EA</td>
<td>$1,525.99</td>
</tr>
<tr>
<td>Turbo &amp; Compound Meters (all sizes), 3&quot; and Larger (3)</td>
<td>EA</td>
<td>Cost+</td>
</tr>
</tbody>
</table>

Full Tap and Meter Cost (Short Side) (4,5)

<table>
<thead>
<tr>
<th>Meter Size (inches)</th>
<th>Units</th>
<th>CO Rates</th>
</tr>
</thead>
<tbody>
<tr>
<td>5/8 x 3/4</td>
<td>EA</td>
<td>$886.45</td>
</tr>
<tr>
<td>1</td>
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<td>$1,591.85</td>
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<tr>
<td>Turbo &amp; Compound Meters (all sizes), 3&quot; and Larger (3)</td>
<td>EA</td>
<td>Cost+</td>
</tr>
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</table>

Full Tap and Meter Cost (Long Side) (4,5)

<table>
<thead>
<tr>
<th>Meter Size (inches)</th>
<th>Units</th>
<th>CO Rates</th>
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</thead>
<tbody>
<tr>
<td>5/8 x 3/4</td>
<td>EA</td>
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<td>1</td>
<td>EA</td>
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<td>$3,327.39</td>
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<td>2</td>
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<td>$3,662.40</td>
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<tr>
<td>Turbo &amp; Compound Meters (all sizes), 3&quot; and Larger (3)</td>
<td>EA</td>
<td>Cost+</td>
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BACKFLOW PREVENTION RETROSETTERS (6)

<table>
<thead>
<tr>
<th>Meter Size (inches)</th>
<th>Units</th>
<th>CO Rates</th>
</tr>
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<tr>
<td>5/8 x 3/4</td>
<td>EA</td>
<td>$13.41</td>
</tr>
<tr>
<td>1</td>
<td>EA</td>
<td>$17.88</td>
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</tbody>
</table>

(1) Prices based on Neptune 1-1/2 water meters (polyethylene or lead free high copper alloy body only) with ProCost registers for meters 2" and smaller. No repairs to meters 2" and smaller shall be allowed.

(2) Assumes that the meter, ERT, and TTS are installed in an existing water meter box with service piping.

(3) The type, size, and configuration of new non-residential meter installations (meters 3" and larger, ANY size Turbo or Compound meter) shall be approved by the FGUA Capital Program Manager.

(4) Prices include the meter assembly, ERT, through-the-limit ERT mount, service piping, all fittings/appurtenances on the supply side of the meter, meter box, and casing under the roadway for long side services. Backflow prevention assemblies are NOT included.

(5) Short side means service to property on the same side of the road as the water main. Long side means service to property on the opposite side of the roads as the water main. Long side costs include installation of casing under the roadway, casing length not greater than twenty-four (24) feet.

(6) Prices to be additional to a Meter box, 5' short side, long side, or service prep and Set based on Ford backflow prevention Retrosettters that are installed along with water meters or as new service connections. FGUA to Supply the Retrosettters.

(7) Price Based to Include Meter box, Meter, and fittings to connect to a Contractor supplied exposed Whip or point of connection within the easement area of the property. All plumbing after the meter remains the property owner’s responsibility.
APPENDIX F

SCHEDULE OF FIXED FEES FOR ADDITIONAL SERVICES
(Effective 10/01/2019 to 10/01/2020)

Each of the unit prices listed below shall be adjusted by the Construction Adjustment Factor on an annual basis on each and every October 1st commencing on October 1, 2020. The Construction Adjustment Factor measures the percentage change in the Engineering News Record (ENR) "Construction Cost Index" (CCI). The Construction Adjustment Factor shall use the July CCI and shall be calculated as \( (\text{Current Index} - \text{Previous Index}) / \text{Previous Index} \), where Current Index = the ENR CCI for the month of July immediately prior to the October 1st date of adjustment, and Previous Index = the ENR CCI for the month of July of the previous year (i.e. Construction Adjustment Factor effective October 1, 2020 = (July 2020 CCI - July 2019 CCI)/July 2019 CCI).

### Backflow Testing

<table>
<thead>
<tr>
<th>Meter Size (inches)</th>
<th>Units</th>
<th>CO Rates</th>
</tr>
</thead>
<tbody>
<tr>
<td>5/8 x 3/4</td>
<td>EA</td>
<td>$90.00</td>
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<td>EA</td>
<td>$90.00</td>
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<td>1 1/2</td>
<td>EA</td>
<td>$115.00</td>
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<td>2</td>
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<td>$115.00</td>
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<tr>
<td>3</td>
<td>EA</td>
<td>$140.00</td>
</tr>
<tr>
<td>4</td>
<td>EA</td>
<td>$140.00</td>
</tr>
<tr>
<td>6</td>
<td>EA</td>
<td>$165.00</td>
</tr>
<tr>
<td>8</td>
<td>EA</td>
<td>$165.00</td>
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<td>10</td>
<td>EA</td>
<td>$190.00</td>
</tr>
<tr>
<td>12</td>
<td>EA</td>
<td>$215.00</td>
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Larger Sizes are Cost Plus

Cost +
Labor Rates
Effective October 1, 2019 - FGUA - West Area

<table>
<thead>
<tr>
<th>Position</th>
<th>Current Hr</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal</td>
<td>$198.81</td>
</tr>
<tr>
<td>Director of Engineering Services: (Registered Professional Engineer)</td>
<td>$174.76</td>
</tr>
<tr>
<td>Engineer III (Registered Professional Engineer)</td>
<td>$157.54</td>
</tr>
<tr>
<td>Sr. Project Manager</td>
<td>$154.76</td>
</tr>
<tr>
<td>Project Manager</td>
<td>$131.34</td>
</tr>
<tr>
<td>Field Inspector</td>
<td>$112.52</td>
</tr>
<tr>
<td>Cad Operator</td>
<td>$ 77.47</td>
</tr>
<tr>
<td>Instrumentation/Control Technician</td>
<td>$104.95</td>
</tr>
<tr>
<td>Maintenance Supervisor/Lead/Onsite Project Coordinator</td>
<td>$ 90.56</td>
</tr>
<tr>
<td>Maintenance Technician</td>
<td>$ 72.78</td>
</tr>
<tr>
<td>Welder/Fabricator</td>
<td>$ 93.76</td>
</tr>
<tr>
<td>Utility Electrician</td>
<td>$ 93.76</td>
</tr>
<tr>
<td>Certified Cross Connection Control Technician (Backflow Prevention Technician)</td>
<td>$ 84.84</td>
</tr>
<tr>
<td>Lab Tech/Collection Capture</td>
<td>$ 66.31</td>
</tr>
<tr>
<td>Water and Wastewater Plant Operator (LEAD)</td>
<td>$ 90.56</td>
</tr>
<tr>
<td>Water and Wastewater Plant Operator</td>
<td>$ 66.31</td>
</tr>
<tr>
<td>Administrative Support</td>
<td>$ 48.20</td>
</tr>
<tr>
<td>Automobile Travel Mileage Reimbursement Associated With Consulting Services</td>
<td>$ 0.58 per mile</td>
</tr>
<tr>
<td>Disposal Fee for Disposal of Non Hazardous Material and Debris.</td>
<td>$ 15.06 per visit</td>
</tr>
</tbody>
</table>

Labor Rates of 1.5 times the regular hourly rate will apply under the following circumstances:

**Monday - Friday from 4:00pm to 7:00am and Weekends at All Hours**

Labor Rates of 2.0 times the regular hourly rate will apply on holidays recognized by US Water.
## Equipment Rates

**Effective October 1, 2019 - FGUA - West Area**

<table>
<thead>
<tr>
<th>Equipment</th>
<th>Daily</th>
<th>Weekly</th>
<th>Monthly</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Services</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Confined Space Entry - With Permit &amp; Equipment</td>
<td>Per Entry</td>
<td>$149.83</td>
<td></td>
</tr>
<tr>
<td>Pressure Recording</td>
<td>Per Device</td>
<td>$29.98</td>
<td></td>
</tr>
<tr>
<td>Collection System Televising (only if done in conjunction with Collection System Cleaning completed as part of Basic Operation and Maintenance Service)</td>
<td>Per Linear Foot</td>
<td>$1.20</td>
<td></td>
</tr>
<tr>
<td><strong>Heavy Equipment</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Full size Backhoe</td>
<td>$309.00</td>
<td>$824.00</td>
<td>$1,751.00</td>
</tr>
<tr>
<td>Mini Excavator 5,000 - 6,999 LBS</td>
<td>$270.89</td>
<td>$715.85</td>
<td>$1,436.85</td>
</tr>
<tr>
<td>Mini Excavator 7,000 - 8,999 LBS</td>
<td>$303.85</td>
<td>$746.75</td>
<td>$1,519.25</td>
</tr>
<tr>
<td>Mini Excavator 10,000 LB.</td>
<td>$574.74</td>
<td>$1,339.00</td>
<td>$3,084.85</td>
</tr>
<tr>
<td>Rubber Tire Skid Steer</td>
<td>$191.58</td>
<td>$508.82</td>
<td>$1,325.61</td>
</tr>
<tr>
<td>Track Skid Steer</td>
<td>$305.91</td>
<td>$689.07</td>
<td>$1,771.60</td>
</tr>
<tr>
<td>Forklift</td>
<td>$175.10</td>
<td>$527.36</td>
<td>$1,583.11</td>
</tr>
<tr>
<td><strong>Rolling Stock</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Equipment Trailer Up To 14K</td>
<td>$103.00</td>
<td>$515.00</td>
<td></td>
</tr>
<tr>
<td>Backhoe Trailer 20-22000 LBS</td>
<td>$135.96</td>
<td>$526.33</td>
<td>$1,184.50</td>
</tr>
<tr>
<td>Dump Trailer</td>
<td>$154.50</td>
<td>$448.05</td>
<td>$906.40</td>
</tr>
<tr>
<td>Dump Truck 1 Ton</td>
<td>$154.50</td>
<td>$448.05</td>
<td>$906.40</td>
</tr>
<tr>
<td>Dump Truck 5 Ton</td>
<td>$407.88</td>
<td>$1,004.25</td>
<td>$2,008.50</td>
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<tr>
<td>Crane Truck</td>
<td>$206.00</td>
<td>$772.50</td>
<td>$2,636.80</td>
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<tr>
<td>10 Ton Crane</td>
<td>$772.50</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Service Truck</td>
<td>$180.25</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Temporary Power</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>20 KW Generator</td>
<td>$185.40</td>
<td>$417.15</td>
<td>$1,375.05</td>
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<tr>
<td>36 KW Generator</td>
<td>$231.75</td>
<td>$535.60</td>
<td>$1,447.15</td>
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<tr>
<td>Description</td>
<td>Price 1</td>
<td>Price 2</td>
<td>Price 3</td>
</tr>
<tr>
<td>-------------------------------------------------</td>
<td>---------</td>
<td>---------</td>
<td>---------</td>
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<tr>
<td>3600 Watt Generator</td>
<td>$59.74</td>
<td>$221.45</td>
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<td>5000 Watt Generator</td>
<td>$66.95</td>
<td>$226.60</td>
<td>$571.65</td>
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<td>7500 Watt Generator</td>
<td>$67.98</td>
<td>$190.55</td>
<td>$499.55</td>
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<tr>
<td>Light Tower</td>
<td>$135.96</td>
<td>$262.65</td>
<td>$437.75</td>
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<tr>
<td><strong>Fluid Moving Equipment</strong></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Submersible Bypass Pump</td>
<td>$59.94</td>
<td>$179.81</td>
<td>$467.50</td>
</tr>
<tr>
<td>2&quot; Electric Submersible Dewatering Pump</td>
<td>$40.17</td>
<td>$123.60</td>
<td>$329.60</td>
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<tr>
<td>3&quot; Mud Hog</td>
<td>$56.65</td>
<td>$257.50</td>
<td>$257.50</td>
</tr>
<tr>
<td>3&quot; Trash pump</td>
<td>$72.10</td>
<td>$206.00</td>
<td>$515.00</td>
</tr>
<tr>
<td>4&quot; Diesel Pump</td>
<td>$309.00</td>
<td>$618.00</td>
<td>$1,861.21</td>
</tr>
<tr>
<td>4&quot; Electric Pump (240/480V)</td>
<td>$309.00</td>
<td>$618.00</td>
<td>$1,861.21</td>
</tr>
<tr>
<td>6&quot; Diesel Pump</td>
<td>$321.36</td>
<td>$642.72</td>
<td>$1,928.16</td>
</tr>
<tr>
<td>6&quot; Electric Pump (240/480V)</td>
<td>$321.36</td>
<td>$642.72</td>
<td>$1,928.16</td>
</tr>
<tr>
<td>8&quot; Diesel Pump</td>
<td>$539.72</td>
<td>$1,078.41</td>
<td>$3,296.00</td>
</tr>
<tr>
<td>Auto Diesel Control Panel</td>
<td>$27.47</td>
<td>$82.40</td>
<td>$247.20</td>
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<tr>
<td>Float Switch</td>
<td>$15.45</td>
<td>$30.90</td>
<td>$80.34</td>
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<tr>
<td>Auto Dialer</td>
<td>$80.34</td>
<td>$159.65</td>
<td>$477.92</td>
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<tr>
<td>Flow Thru Plug 8&quot; to 12&quot; With 6&quot; opening</td>
<td>$42.23</td>
<td>$107.12</td>
<td>$281.19</td>
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<tr>
<td>20' Plug Hose &amp; Rope with Gauge</td>
<td>$15.45</td>
<td>$26.78</td>
<td>$66.95</td>
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<tr>
<td><strong>Suction and Discharge Hoses</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3&quot;x10'</td>
<td>$15.45</td>
<td>$30.90</td>
<td>$77.25</td>
</tr>
<tr>
<td>4&quot;x10'</td>
<td>$15.45</td>
<td>$30.90</td>
<td>$77.25</td>
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<tr>
<td>6&quot;x10'</td>
<td>$30.90</td>
<td>$61.80</td>
<td>$107.12</td>
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<tr>
<td>8&quot;x10'</td>
<td>$46.35</td>
<td>$92.70</td>
<td>$157.59</td>
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<tr>
<td>3&quot;x20'</td>
<td>$15.45</td>
<td>$36.05</td>
<td>$77.25</td>
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<tr>
<td>4&quot;x20'</td>
<td>$20.60</td>
<td>$41.20</td>
<td>$111.24</td>
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<tr>
<td>6&quot;x20'</td>
<td>$32.96</td>
<td>$63.86</td>
<td>$159.65</td>
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<td>8&quot;x20'</td>
<td>$51.50</td>
<td>$101.97</td>
<td>$194.67</td>
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<tr>
<td><strong>QD Fittings</strong></td>
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<td>4&quot; 90</td>
<td>$8.24</td>
<td>$15.45</td>
<td>$45.32</td>
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<td>6&quot; 90</td>
<td>$10.30</td>
<td>$20.60</td>
<td>$66.95</td>
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<tr>
<td>8&quot; 90</td>
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<tr>
<td>4&quot;45</td>
<td>$10.30</td>
<td>$20.60</td>
<td>$61.80</td>
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<td>$15.45</td>
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<td>$66.95</td>
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<td>8&quot;45</td>
<td>$14.42</td>
<td>$27.81</td>
<td>$80.34</td>
</tr>
<tr>
<td>Diameter</td>
<td>4&quot;Y</td>
<td>6&quot;Y</td>
<td>8&quot;Y</td>
</tr>
<tr>
<td>----------</td>
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</tr>
<tr>
<td>$16.48</td>
<td>$33.99</td>
<td>$41.20</td>
<td>$0.00</td>
</tr>
<tr>
<td>$31.93</td>
<td>$66.95</td>
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<td>$0.00</td>
</tr>
<tr>
<td>$95.79</td>
<td>$106.09</td>
<td>$125.66</td>
<td>$0.00</td>
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</table>

<table>
<thead>
<tr>
<th>Diameter</th>
<th>4&quot; tee</th>
<th>6&quot; tee</th>
<th>8&quot; tee</th>
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</thead>
<tbody>
<tr>
<td>$22.66</td>
<td>$44.29</td>
<td>$130.81</td>
<td>$201.88</td>
</tr>
<tr>
<td>$92.70</td>
<td>$185.40</td>
<td>$293.55</td>
<td>$201.88</td>
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</tbody>
</table>

**Specialty Equipment**

<table>
<thead>
<tr>
<th>Equipment</th>
<th>4-HR MIN.</th>
<th>8-HR MIN.</th>
<th>12-HR MIN.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ground Penetrating Radar (Portal to Portal)</td>
<td>$760.00</td>
<td>$1,565.60</td>
<td>$3,131.20</td>
</tr>
<tr>
<td>Trench Box 4'X8'X6'</td>
<td>$103.00</td>
<td>$386.25</td>
<td>$885.80</td>
</tr>
<tr>
<td>Baker Scaffolding</td>
<td>$85.49</td>
<td>$201.88</td>
<td>$355.35</td>
</tr>
<tr>
<td>Concrete Core Machine</td>
<td>$113.30</td>
<td>$509.85</td>
<td>$0.00</td>
</tr>
<tr>
<td>Concrete Demo Saw</td>
<td>$92.70</td>
<td>$231.75</td>
<td>$576.80</td>
</tr>
<tr>
<td>HDEP Fusion Machine (Couplings only)</td>
<td>$257.50</td>
<td>$772.50</td>
<td>$1,998.20</td>
</tr>
<tr>
<td>Pressure Washer</td>
<td>$72.10</td>
<td>$288.40</td>
<td>$674.65</td>
</tr>
<tr>
<td>Lateral Camera</td>
<td>$193.00</td>
<td>$772.50</td>
<td>$1,998.20</td>
</tr>
<tr>
<td>Lateral Jetter</td>
<td>$89.90</td>
<td>$355.35</td>
<td>$885.80</td>
</tr>
<tr>
<td>3&quot; Boring Machine</td>
<td>$303.85</td>
<td>$824.00</td>
<td>$2,054.85</td>
</tr>
<tr>
<td>Plate Compactor up to 200 LBS</td>
<td>$87.55</td>
<td>$283.25</td>
<td>$566.50</td>
</tr>
<tr>
<td>Plate Compactor 300 LBS (Reversible)</td>
<td>$154.50</td>
<td>$396.55</td>
<td>$772.50</td>
</tr>
<tr>
<td>Jumping Jack Compactor</td>
<td>$91.67</td>
<td>$339.90</td>
<td>$659.20</td>
</tr>
<tr>
<td>Backhoe Pallet Forks</td>
<td>$74.16</td>
<td>$277.70</td>
<td>$555.40</td>
</tr>
<tr>
<td>Diesel Air Compressor 375CFM, 150 psi</td>
<td>$283.25</td>
<td>$885.80</td>
<td>$1,998.20</td>
</tr>
<tr>
<td>Tapping Machine</td>
<td>$30.90</td>
<td>$154.50</td>
<td>$309.00</td>
</tr>
<tr>
<td>Cutting Torches</td>
<td>$89.90</td>
<td>$355.35</td>
<td>$885.80</td>
</tr>
<tr>
<td>Pump Hoist</td>
<td>$80.42</td>
<td>$241.26</td>
<td>$482.52</td>
</tr>
<tr>
<td>Concrete Mixer</td>
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<td>$528.10</td>
<td>$1,056.20</td>
</tr>
<tr>
<td>Smoke Blower</td>
<td>$25.75</td>
<td>$77.25</td>
<td>$154.50</td>
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<tr>
<td>Hammer Drill</td>
<td>$59.94</td>
<td>$179.76</td>
<td>$359.52</td>
</tr>
</tbody>
</table>
This GUARANTY is dated as of __________________, 20___ ("Guaranty") and is made by ______________________________________________________ (the "Guarantor"), to the Florida Governmental Utility Authority, a legal entity and public body created by interlocal agreement pursuant to Section 163.01(7)(g), Florida Statutes ("GUA"). As a condition precedent to the obligations of the GUA under that certain General Terms Agreement for Utility Operations, Maintenance, Billing and Customer Service Agreement for the _____________ Utility System dated as of even date herewith between _______________________________ (the "Company") and the GUA (the "Contract"), the GUA has requested the Guarantor to guarantee the obligations of the Company under the Contract. In consideration of the foregoing, and for other good and valuable consideration received, the Guarantor agrees with the GUA as follows:

Section 1. Definitions. All capitalized terms not defined in this Guaranty shall have the meaning given to those terms in the Contract.

Section 2. Guarantee. The Guarantor hereby absolutely and unconditionally guarantees to the GUA, for its benefit and that of its permitted successors
and assigns under the Contract, the full and prompt performance of all obligations of the Company under the Contract in accordance with the terms and conditions therein except as released or excused thereunder.

Section 3. Absolute and Unconditional Guarantee; Survival of Obligations. The obligations of the Guarantor to guarantee performance of the obligations of the Company under the Contract, as it may be renewed or extended from time to time in accordance with its terms and conditions, shall be an absolute, unconditional, present and continuing guarantee of performance and shall remain in full force and effect so long as any obligations of the Company under the Contract are unfulfilled. Notwithstanding the foregoing, Guarantor shall not be bound to any modification of the Contract without its express written consent to be so bound. The modification of the Contract without Guarantor’s prior written consent in each instance shall void Guarantor’s obligations hereunder and upon any such modification this Guarantee shall be deemed to be null and void and of no further effect or consequence.

Section 4. Notice Requirements. Guarantor’s obligations shall be subject to the GUA providing Guarantor with written notice of any default of the Company in performing any obligation for which the GUA is seeking Guarantor’s performance. Guarantor shall cure such default within fifteen (15) Business Days after receipt by Guarantor of written notice thereof specifying the nature of such default; provided that should a default occur that reasonably requires more than fifteen (15) Business Days to cure (an "Extended Default"), Guarantor shall commence to cure such Extended Default and diligently prosecute such cure to completion, subject to the cure periods specified in the Contract thereof as if, for this purpose, Guarantor is the Company under the Contract.
Subject to the following sentence, any such cure period of Guarantor hereunder for an
Extended Default shall be of equal duration to the cure period of the Company under the
Contract for such default, commencing upon receipt by Guarantor of notice as provided
above. Notwithstanding any provision to the contrary contained herein, in no event shall
the obligations of Guarantor hereunder exceed the obligations of the Company under the
Contract, and Guarantor shall have all rights and defenses, set-offs, counterclaims,
reductions, diminutions or limitations of Company under the terms of the Contract and
under Applicable Laws, other than any such rights and defenses, set-offs, counterclaims,
reductions, diminutions or limitations arising from or based upon Company's status
(including, without limitation, bankruptcy or insolvency proceedings affecting Company,
any defect in Company's power, authorization, execution, delivery or any other corporate
formality with respect to the Contract, or Company's lack of good standing, tax status or
like manner). Without limiting the generality of the foregoing sentence, Guarantor's
obligations hereunder are specifically subject to the limitations specified in Section 6.08
of the Contract.

Section 5. Actions. The obligations hereunder are joint and several, and
independent of the obligations of the Company or its Surety, and a separate action or
actions may be brought and prosecuted against the Guarantor whether action is brought
against the Company or its Surety or whether the Company or its Surety may be joined
in any such action or actions. The Guarantor waives any right to require the GUA to (a)
proceed against the Company or its Surety; (b) proceed against or exhaust any security
held from the Company; or (c) pursue any other remedy in the GUA's power whatsoever.
Section 6. Waiver. No delay on the part of the GUA in the exercise of any right, power or privilege under the Contract or under this Guaranty shall operate as a waiver of any such right, power or privilege. No waiver, amendment, release or modification of this Guaranty or any provisions hereof will be established by conduct, custom or course of dealing, but solely by an instrument in writing duly executed by the party against whom that waiver, amendment, release or modification is sought to be enforced.

Section 7. Representations and Warranties. The Guarantor represents and warrants on the date of execution hereof that:

(1) Organization and Powers. The Guarantor is a corporation, organized and existing under the laws of the State of Delaware and has all requisite power and authority to perform all of its obligations under this Guaranty.

(2) Authorization. The execution, delivery and performance by the Guarantor of this Guaranty has been duly authorized by all necessary action and this Guaranty constitutes a legal, valid and binding obligation of the Guarantor enforceable in accordance with its terms, subject to bankruptcy, reorganization, insolvency, moratorium or other similar laws of general application relating to the enforcement of creditors rights and general principles of equity.

(3) Compliance with Laws and Contracts. The execution, delivery and performance by the Guarantor of this Guaranty does not and will not: (i)
violate any provision of any law, rule, regulation, order, writ, judgment, injunction, decree, determination or award as currently in effect to which the Guarantor is subject; (ii) violate any term or provision of the organizational documents of the Guarantor; or (iii) result in a breach of or constitute a default under the provisions of any indenture, loan or credit agreement or any other agreement, lease or instrument, to which the Guarantor is subject or by which it, or its property, is bound.

(4) **Governmental Approvals.** The Guarantor has obtained all authorizations, consents, approvals, licenses, exemptions of or filings or registrations with all commissions, boards, bureaus, agencies and instrumentalities, domestic or foreign, available as of the date hereof, necessary for the due execution, delivery and performance by the Guarantor of this Guaranty.

(5) **Litigation.** There are no actions, suits or proceedings pending (except for actions, suits or proceedings which may have been filed but for which no notice has been received by, or process served upon, the Guarantor) or, to the knowledge of the Guarantor, threatened against the Guarantor or any of its property, before any court, arbitrator or governmental department, commission, board, bureau, agency or instrumentality which, if determined adversely to the Guarantor, would singly or in the aggregate, have a material adverse effect on the ability of the Guarantor to perform its obligations under this Guaranty.
Section 8. **Events of Default.** Guarantor shall be in default of this Guaranty upon the occurrence of the following events: (i) the default of the Company with respect to any of its obligations guaranteed hereunder and the failure or refusal of the Guarantor to perform or cause the performance of such obligations in accordance with Section 4 hereof, (ii) the Guarantor shall become insolvent or make an assignment for the benefit of creditors, (iii) if a petition in bankruptcy or for corporate reorganization or for an arrangement is filed by or against the Guarantor, (iv) the appointment of a receiver for the Guarantor or its properties, or (v) a judgment is obtained or warrant of attachment issued against the Guarantor which has a material adverse effect on the ability of Guarantor to perform its obligations under this Guaranty. Guarantor is hereby obligated to deliver written notice to the GUA of the occurrence of any of the events described in Section 8(ii) through (v) within two (2) Business Days of such occurrence. Upon the occurrence of an event of default, all or any part of any of the obligations and liabilities of the Guarantor to the GUA, whether direct or contingent, and of every kind and description, shall, without notice or demand, at the option of the GUA, become immediately due.

Section 9. **Severability.** In case any one or more of the provisions of this Guaranty shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby. The parties shall endeavor in good faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which come as close as possible to that of the invalid, illegal or unenforceable provisions.
Section 10. Governing Law. This Guaranty shall be governed by the Applicable Laws of the State of Florida.

Section 11. Trial Court Venue. Any litigation which may arise by and between the GUA and the Guarantor shall be commenced and/or maintained in the Circuit Court in and for Leon County, Florida, sitting in Tallahassee, Florida, and Leon County, Florida, shall be the exclusive venue for any such original action, subject to the rights of the parties to seek appellate review in the appropriate court.

Section 12. Notices. Any notices or communications required or permitted hereunder shall be in writing and shall be sufficiently given if telexed or cabled, delivered in person, or sent by certified or registered mail, return receipt requested, postage prepaid, as follows:

If to the Guarantor:

[TO COME]

With a copy to:

[TO COME]
If to the GUA:

The Florida Governmental Utility Authority
c/o Government Services Group, Inc.
280 Wekiva Springs Road, Suite 2070
Longwood, Florida 32779
Attention: Stephen M. Spratt

with a copy to:

Nabors, Giblin & Nickerson, P.A.
1500 Mahan Drive, Suite 200
Tallahassee, Florida 32308
Attention: Heather J. Encinosa, Esq.
Any party may make changes in the respective addresses to which such notices may be directed from time to time by written notice to the other party. All other notices shall be deemed to have been given upon receipt.

Section 13. **Headings.** The captions in this Guaranty are for convenience of reference only and shall not define or limit the provisions hereof.

IN WITNESS WHEREOF, the Guarantor has duty authorized the execution and delivery of this Guaranty as of the date first above written.

By: ____________________________

Title: __________________________
Summary

As indicated to the Board at the July meeting, staff has completed negotiations with U.S. Water Services Corporation (USWSC) for the West Region systems Compensation Agreement, which primarily outlines the various components of the negotiated compensation levels, mechanisms for periodic adjustment to the compensation, and establishes the staffing plan. The proposed compensation agreement:

- Maintained current compensation levels with the normal CPI and ERC growth adjustment.
- Implements most of the new contract concepts approved in the recent South Region agreements.
  - R&R labor is included in the Basic O&M service fee; R&R labor is currently included in each R&R project work authorization.
  - All R&R activity with a cost less than $1,500 (excluding labor) is included in the Basic O&M service fee. The current $7,500 deductible has been eliminated. The FGUA assumes the cost (excluding labor) of the R&R activity with a cost between $1,500 and $7,500. In the West Region, meter replacement will remain as an Additional Service.
  - Fixed staffing plan and implementation of a subcontracting plan.
- Several FGUA owned vehicles will be purchased by USWSC; a separate action item will be brought to the Board at a later date.

Comparing the current contract costs to the proposed contract costs was simpler in the West Region contract due to fewer changes occurring that affect the costs (i.e. chemicals were already excluded from each of the West Region contracts). Staff has provided a comparison table below showing the annual costs of the existing and proposed contracts. The proposed contract costs reflect a total increase of 2.67%, which essentially reflects the CPI increase (2.13%) and standard system adjustments related to ERC and account growth.

Staff recommends approval of the proposed West Region Compensation Agreement with USWSC.

<table>
<thead>
<tr>
<th>System</th>
<th>Current Contract Total Annual Cost</th>
<th>New Contract Total Annual Cost</th>
<th>+/- Compared to Current Pricing</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pasco Systems (Aloha)</td>
<td>$6,096,771</td>
<td>$6,268,017</td>
<td>$171,246</td>
<td>2.81%</td>
</tr>
<tr>
<td>Consolidated/Mad Hatter</td>
<td>$1,675,212</td>
<td>$1,717,956</td>
<td>$42,744</td>
<td>2.55%</td>
</tr>
<tr>
<td>Lindrick</td>
<td>$1,154,919</td>
<td>$1,185,239</td>
<td>$30,320</td>
<td>2.63%</td>
</tr>
<tr>
<td>Pasco Aqua</td>
<td>$1,158,655</td>
<td>$1,183,306</td>
<td>$24,651</td>
<td>2.13%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$10,085,557</strong></td>
<td><strong>$10,354,518</strong></td>
<td><strong>$268,961</strong></td>
<td><strong>2.67%</strong></td>
</tr>
</tbody>
</table>

Recommendation

Approval of the proposed West Region Compensation Agreement with U.S. Water Services Corporation.
WEST REGION UTILITY SYSTEMS
COMPENSATION AGREEMENT

THIS COMPENSATION AGREEMENT ("Agreement"), is made and entered into as of this ___ day of August 2019, by and between the Florida Governmental Utility Authority, a legal entity and public body created by interlocal agreement pursuant to section 163.01(7)(g), Florida Statutes (the "GUA"), and U.S. Water Services Corporation, a Florida Corporation (the "Contractor").

WITNESSETH:

WHEREAS, on or about August 15, 2019, the GUA and the Contractor entered into that certain General Terms Agreement for Utility Operations, Maintenance, Billing, and Customer Service (the "General Terms Agreement"), which outlines the terms and conditions under which the Contractor will provide Utility Services for the West Region GUA Systems; and

WHEREAS, pursuant to the General Terms Agreement, the GUA and the Contractor must enter into a Compensation Agreement for each subsequently identified GUA System, or group of systems for which the Contractor is to provide Utility Services pursuant to the terms outlined in the General Terms Agreement; and

WHEREAS, since the GUA has previously engaged the Contractor (formerly doing business as U.S. Water-Wade Trim) to provide Utility Service in accordance with the General Terms Agreement for multiple GUA Utility Facilities, including the systems collectively referred to herein as the West Region Systems; and

WHEREAS, the Contractor represents that it currently has, and will have throughout the term of this Compensation Agreement, the experience, resources and professional skill to provide the Utility Services required to operate and maintain the West
Region Utility Systems and to timely and accurately bill for service provided and to maintain effective relationships with utility customers; and

NOW, THEREFORE, in consideration of the mutual promises, covenants, representations and agreements contained herein, the parties to this Agreement do agree for themselves, their successors and assigns as follows:

SECTION 1. DEFINITIONS. All capitalized words and terms not otherwise defined herein shall have the meanings set forth in the General Terms Agreement, as amended herein.

"Agreement" shall mean this Compensation Agreement, including all appendices, and any amendments and supplements hereto that are executed and delivered in accordance with its terms.

"Annual ERC Adjustment" shall mean the adjustment to be made to the Basic Operation and Maintenance Service Fee on an annual basis, which is calculated by multiplying the Per ERC Fee by the change in the number of ERC's compared to the previous year.

"Annual Connection Adjustment" shall mean the adjustment to be made to the Basic Billing and Customer Service Fee on an annual basis, which is calculated by multiplying the Per Connection Fee by the change in the number of connections compared to the previous year.

"Basic Operation and Maintenance Service Fee" shall mean the fixed annual compensation payable monthly to the Contractor by the GUA to compensate the Contractor for the provision of the Basic Operation and Maintenance Service as outlined in the General Terms Agreement and provided for in this Compensation Agreement. The
Basic Operation and Maintenance Service Fee includes the labor costs associated with all operations and maintenance activities, as well as the labor costs associated with conducting Basic R&R, Minor R&R, and Major R&R activities, as defined herein.

"Commencement Date" shall mean October 1, 2019.

“County” shall mean Pasco County.

“General Terms Agreement” shall mean that certain West Region General Terms Agreement for Utility Operations, Maintenance, Billing, and Customer Service entered into by and between the GUA and the Contractor as of August 15, 2019 and incorporated herein by reference, as it may be amended.

"Initial Term" shall mean the initial contract term beginning on the Commencement Date and ending on September 30, 2024, as provided in Section 11 of this Agreement.

“Per Connection Fee” shall mean, generally, the amount of the Basic Billing and Customer Service Fee allocated to an individual Connection as follows: The Basic Billing and Customer Service Fee for each fiscal year shall be converted into the Per Connection Fee by dividing the annual Basic Billing and Customer Service Fee by the actual number of Connections served within the West Region Utility Systems on June 30 of each year commencing in 2020.

“Per ERC Fee” shall mean, generally, the amount of the Basic Operation and Maintenance Service Fee allocated to an individual ERC as follows: The Basic Operation and Maintenance Service Fee for each fiscal year shall be converted into the Per ERC Fee by dividing the annual Basic Operation and Maintenance Service Fee by the actual
number of ERCs served within the West Region Utility Systems on June 30 of each year
commencing in 2020.

"Price Index" shall mean the Consumer Price Index for All Urban Consumers: All
Items Less Food and Energy, as published monthly by the U.S. Department of

"Price Index Change" shall mean the percentage change between the Price
Index in effect as of each July 1 during the term of this Agreement as compared to the
Price Index in effect as of July 1 of the prior year.

"Subcontracting Plan" shall mean the plan submitted by the Contractor,
approved by the GUA, and incorporated into the Compensation Agreement, which details
the specific services to be delivered by the Contractor to the GUA utilizing subcontracted
services.

"West Region Utility Systems" shall mean the utility systems located within
Pasco County referred to individually as the Pasco (Aloha) system, the Consolidated
system, the Lindrick system, and the Pasco Aqua system.

SECTION 2. CONSTRUCTION AND INTERPRETATION.

(A) Words that indicate a singular number shall include the plural in each case
and vice versa, and words that indicate a person shall include legal entities, firms and
corporations.

(B) The terms "herein," "hereunder," "hereby," "hereof," and any similar terms,
shall refer to this Agreement; the term "heretofore" shall mean before the date of
execution of this Agreement; and the term "hereafter" shall mean on or after the initial
date of execution of this Agreement.
(C) Words that reference only one gender shall include all genders.

(D) This Agreement shall be construed as resulting from ongoing negotiation between the parties and no part of this Agreement shall be construed as the product of any one of the parties hereto.

SECTION 3. INCORPORATION. The Appendices hereto and each of the documents referred to therein are incorporated and made a part hereof in their entirety by reference.

SECTION 4. SECTION HEADINGS. Any headings preceding the texts of the several Articles, Sections, Appendices, or Exhibits in this Agreement and any table of contents or marginal notes appended to copies hereof, shall be solely for the convenience of reference and shall neither constitute a part of this Agreement nor affect its meaning, construction or effect.

SECTION 5. PROVISION OF UTILITY SERVICES.

(A) Beginning on the Commencement Date, the Contractor shall provide all reporting, plans, policies, procedures, qualified supervision, labor, tools, vehicles, equipment, materials, and personnel necessary to perform the Basic Operation and Maintenance Service and Basic Billing and Customer Service, as provided in the General Terms Agreement, which is hereby incorporated herein by reference, for the West Region Utility Systems. In accordance with the terms of the General Terms Agreement, the Contractor shall have use and control of the GUA Non-Fixed Assets and Inventory associated with the West Region Utility Systems, specified in Appendix A, for the sole purpose of providing the Utility Services for the West Region Utility Systems. The referenced GUA Non-Fixed Assets are identified in Appendix B.
(B) Several vehicles currently owned by the GUA will be purchased by the Contractor. These vehicles and the purchase price are identified in Appendix C. A separate action item will be brought to the GUA Board of Directors for approval.

(C) To fulfill its obligations under this Agreement, the Contractor shall provide staff at all Utility Facilities within the West Region Utility Systems in such number and for such duration as provided in the Staffing Plan, which is attached hereto as Appendix D and incorporated herein by reference, and to comply with Applicable Law and Permits. Any modification to the Staffing Plan can only be done through an amendment to this Compensation Agreement.

(D) In conjunction with the Staffing Plan required in section 5(C) above, the Contractor must identify the subcontracted services it intends to utilize in coordination with its Staffing Plan to meet its utility service obligations under this agreement. The Contractor's Subcontracting Plan is attached as Appendix E. Any modification to the Subcontracting Plan can only be implemented through an amendment to this Compensation Agreement.

SECTION 6. BASIC OPERATION AND MAINTENANCE SERVICE FEE.

(A) The Contractor agrees to provide Basic Operation and Maintenance Services for the West Region Utility Systems for the period between the Commencement Date and September 30, 2024 for the following annual amounts per system or sub-system as follows:

<table>
<thead>
<tr>
<th>System</th>
<th>Annual Basic O&amp;M Service Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pasco (Aloha)</td>
<td>$5,138,888.07</td>
</tr>
<tr>
<td>Consolidated</td>
<td>$1,156,904.88</td>
</tr>
<tr>
<td>System</td>
<td>Annual Basic O&amp;M Service Fee</td>
</tr>
<tr>
<td>--------------</td>
<td>------------------------------</td>
</tr>
<tr>
<td>Lindrick</td>
<td>$904,882.34</td>
</tr>
<tr>
<td>Pasco Aqua</td>
<td>$1,008,985.29</td>
</tr>
<tr>
<td>Total</td>
<td>$8,209,660.58</td>
</tr>
</tbody>
</table>

(B) Commencing on October 1, 2020 and on each subsequent October 1 during the term of this Agreement, the Basic Operation and Maintenance Service Fee shall be adjusted as follows:

(1) The Basic Operation and Maintenance Service Fee shall be adjusted by the Price Index Change determined on the preceding July 1, and such adjustment shall never be less than 0; and

(2) The Per ERC Fee shall then be calculated pursuant to the definition in Section 1, and then multiplied by the change in the actual number of ERCs being served in each individual West Region Utility System compared to the previous year. This calculation will result in the Annual ERC Adjustment, which is then added to or subtracted from the index-adjusted Basic Operation and Maintenance Service Fee calculated in (1) above.

(C) The combined annual adjustments outlined above may result in an increase or decrease to the Basic Operation and Maintenance Service Fee depending on the Price Index Change and the annual change in the number of ERCs being served in the individual West Region Utility System.

(D) Since the General Terms Agreement requires that R&R staffing requirements be included in the staffing plan and in the Basic Operation and Maintenance
Service Fee, the parties agree to the following procedures to properly account for these R&R related expenditures, and to annually update the R&R staffing component of the fee.

(1) The Contractor agrees to provide a specific breakout of the R&R staffing component of the fee in each monthly invoice so that the R&R expense may receive the proper accounting treatment.

(2) If the GUA's preliminary budget for each fiscal year (available in June) projects either an increase or a decrease in R&R expenditures of greater than 10% from the previous year, then the Contractor will provide an updated staffing plan within 30 days with proper staffing levels to support the planned R&R program. If such planned expenditures remain in the proposed budget, the amended staffing plan and the corresponding negotiated adjustment to the Basic Operation and Maintenance Service Fee will be included in an amendment to this Compensation Agreement prior to the beginning of the fiscal year, or as shortly thereafter as practical. If the final R&R expenditures for the fiscal year vary from the budgeted amount by more than 10%, then the parties will negotiate a credit to the GUA or additional compensation to the Contractor, as appropriate.

(3) Any material and/or equipment expenditures, regardless of whether purchase is made by GUA or the Contractor, made in an effort to accomplish Minor or Major R&R projects shall have the allowable Contractor's Cost markup paid to Contractor.

(E) The Basic Operation and Maintenance Service Fee outlined above excludes all chemical supply costs. The Contractor shall invoice the GUA monthly for actual chemical deliveries and costs incurred under this contract. The Contractor shall be
allowed a margin of eighteen percent (18%) on the actual cost of chemicals to cover corporate overhead and profit.

SECTION 7. PAYMENT OF BASIC OPERATION AND MAINTENANCE SERVICE FEE.

(A) The Basic Operation and Maintenance Service Fee shall be paid to the Contractor by the GUA in equal monthly installments not later than the thirtieth (30th) day of the month following the month during which said services were performed.

(B) The GUA shall pay Contractor the Basic Operation and Maintenance Service Fee in a manner consistent with the Florida Prompt Payment Act.

SECTION 8. BASIC BILLING AND CUSTOMER SERVICE FEE.

(A) The Contractor agrees to provide Basic Billing and Customer Services for the West Region Utility Systems for the period between the Commencement Date and September 30, 2024 for the following annual amounts per system:

<table>
<thead>
<tr>
<th>System</th>
<th>Annual Basic Billing and Customer Service Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pasco (Aloha)</td>
<td>$986,362.08</td>
</tr>
<tr>
<td>Consolidated</td>
<td>$519,309.90</td>
</tr>
<tr>
<td>Lindrick</td>
<td>$216,837.44</td>
</tr>
<tr>
<td>Pasco Aqua</td>
<td>$119,876.13</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$1,842,385.55</strong></td>
</tr>
</tbody>
</table>
(B) Commencing on October 1, 2020 and on each subsequent October 1 during the term of this Agreement, the Basic Billing and Customer Service Fee in effect for the prior Fiscal Year shall be adjusted annually as follows:

(1) The Basic Billing and Customer Service Fee shall be adjusted by the Price Index Change determined on the preceding July 1, and such adjustment shall never be less than 0; and

(2) The Per Connection Fee shall then be calculated pursuant to the definition in Section 1, and then multiplied by the change in the actual number of Connections being served in each individual West Region Utility System compared to the previous year. This calculation will result in the Annual Connection Adjustment, which is then added to or subtracted from the index-adjusted Basic Billing and Customer Service Fee calculated in (1) above.

(C) The combined annual adjustments outlined above may result in an increase or decrease to the Basic Billing and Customer Service Fee depending on the Price Index Change and the annual change in the number of Connections being served in the individual West Region Utility System.

(D) The Basic Billing and Customer Service Fee shall automatically increase in an amount equal to any additional cost to the Contractor caused by an increase in U.S. Postal Service rates over the rates that are effective as of the Commencement Date.

SECTION 9. PAYMENT OF BASIC BILLING AND CUSTOMER SERVICE FEE.
(A) The Basic Billing and Customer Service Fee shall be paid to the Contractor in equal monthly installments not later than the thirtieth (30th) day of the month following the month during which said services were performed.

(B) The GUA shall pay Contractor the Basic Billing and Customer Service Fee in a manner consistent with the Florida Prompt Payment Act.

SECTION 10. CHANGE IN SCOPE OF SERVICES.

(A) If a change of scope of services occurs, the GUA and the Contractor shall negotiate and provide by written amendment hereto a commensurate adjustment in the applicable Basic Operation and Maintenance Service Fee or Basic Billing and Customer Service Fee to be paid during the remainder of the term of this Agreement. The amendment to the agreement must be approved by all parties prior to any change in the scope of services.

(B) The parties acknowledge that the Contractor's compensation outlined in this agreement is based, in part, on the synergies gained from grouping the West Region Utility Systems. If certain systems are acquired by the host governments, this will be considered a change in the scope of services due to the loss of synergies, and the parties will negotiate the compensation for the remaining systems.

SECTION 11. TERM OF AGREEMENT.

(A) The Initial Term of the contract shall begin on the October 1, 2019 and end on September 30, 2024.

(B) Upon mutual agreement, the contract may be extended for an additional five-year term at the end of the Initial Term. Upon the exercise of this option, the GUA
and the Contractor will negotiate a mutually acceptable Basic Operation and Maintenance Service Fee and Basic Billing and Customer Service Fee for the next five-year period.

(C) Notwithstanding the foregoing, the Contractor acknowledges and agrees that before or during the Initial Term, individual systems within the West Region Utility Systems may be transferred from GUA ownership to ownership by county or city governments during the term hereof. In such event, the Contractor acknowledges and agrees that such successor local government shall have the option at its sole discretion to terminate this Agreement as it relates to Utility Facilities so transferred at any time upon one hundred eighty (180) days' written notice to the Contractor. The GUA acknowledges that Contractor is permitted to negotiate with such successor local government toward a continuation of services by Contractor on behalf of such successor local government upon transfer of the Utility Facilities. The GUA further acknowledges that should any of the events as described in Section 11 occur, the GUA and the Contractor hereby mutually agree to reevaluate and negotiate, if necessary, the Basic Operation and Maintenance Service Fee and the Basic Billing and Customer Service Fee for the remaining term.

SECTION 12. COMPLIANCE WITH REVENUE PROCEDURES.

The Contractor and the GUA acknowledge and agree that this Agreement is intended to, and does comply in all material respects with the requirements of Section 141 of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder (the "Code") and particularly Revenue Procedure 97-13, as such Revenue Procedure may be modified or superseded, from time to time (collectively, the "Revenue Procedure") as currently interpreted. If any provision of this Agreement should cause the Agreement not to comply with the requirements of the Code or the Revenue Procedure
as interpreted from time to time, this Agreement shall be amended to comply with the Code and the Revenue Procedure. The Contractor and the GUA acknowledge and agree that, notwithstanding anything in this Agreement to the contrary, this Agreement shall be amended by the parties to comply with any future legislative, regulatory or administrative changes to such provisions under the Code or the Revenue Procedure during the term of this Agreement.

SECTION 13. ACCESS AND AUDITS. The Contractor shall maintain adequate records to justify all charges, expenses and costs incurred in estimating and performing the Utility Services for at least two (2) years after the termination of this Agreement. The GUA, the Systems Manager or their contracted representatives shall have access to such books, records and documents as required for inspection or audit, during Normal Business Hours, and such books, records and documents shall be kept by Contractor at a place of business of the Contractor within the State of Florida. The Contractor shall be subject to an annual independent financial and performance audit on its performance and provision of the Utility Services under this Agreement. Any such audit shall be undertaken by an auditor or auditors selected and paid for by the GUA.

SECTION 14. INDEMNIFICATION.

(A) In consideration of Ten Dollars ($10.00) and other valuable consideration provided between the parties, the receipt of which is hereby acknowledged by each party, each party shall protect, defend, indemnify and hold the other party and its officers, employees and agents harmless from and against any and all liabilities, claims, losses, and expenses, including attorney's fees and all reasonable costs of litigation and judgments arising out of any willful misconduct, negligent act, error, omission, or
infringement of a third-party patent, license, or other intellectual property, by that party, its subcontractors, agents or employees, arising out of or incidental to the performance of this Agreement. The GUA’s obligation to indemnify Contractor pursuant to this Section is limited by the GUA’s right to sovereign immunity, which right is expressly not waived by the GUA, and subject to the indemnification limitations provided in section 768.28, Florida Statutes. Any indemnification right of the Contractor is further limited to and payable solely from money of the GUA which is not derived from any enterprise fund of the GUA other than the applicable individual West Region Utility System or otherwise in conflict with any financing documents relating to the bonds issued to finance the purchase or improvement of the West Region Utility Systems.

(B) Each party acknowledges that the general conditions of any construction or subcontractor contract with an entity not a party to this Agreement shall include language, satisfactory to the other party's attorney, in which the third party agrees to hold harmless and to defend the other party, its agents and employees from all suits and actions, including attorney's fees, and all reasonable costs of litigation and judgments of any name and description arising out of or incidental to the performance of the construction contract or work performed for the Utility Facilities.

SECTION 15. APPLICABLE LAW; JURISDICTION AND VENUE.

(A) This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

(B) The parties to this Agreement expressly consent to the jurisdiction of and agree to suit in any court of general jurisdiction in the State, whether state, local or federal, and further agree that venue shall lie in Leon County, Florida.
SECTION 16. NOTICE.

(A) All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when hand delivered or mailed by registered or certified mail, postage prepaid, to the parties at the following addresses:

To the GUA:

Florida Governmental Utility Authority  
c/o Government Services Group, Inc.  
280 Wekiva Spring Road  
Protegrity Plaza, Suite 2070  
Longwood, Florida 32779-6026  
Attention: Stephen M. Spratt

with a copy to:

Nabors, Giblin & Nickerson, P.A.  
1500 Mahan Drive, Suite 200  
Tallahassee, Florida 32308  
Attention: Heather J. Encinosa, Esq.

with a copy to:

Pennington, P.A.  
215 South Monroe Street, Second Floor  
Tallahassee, Florida 32301-1839  
Attention: John C. Pelham, Esq.

To Contractor:

U.S. Water Services Corporation  
4939 Cross Bayou Boulevard  
New Port Richey, Florida 34652  
Attn: Gary Deremer

(B) Any written notice given to one person in subsection (A) of this Section shall also be provided to all other persons identified in subsection (A).
(C) The parties may, by notice in writing given to the others, designate any future or different addresses to which the subsequent notices, certificates or other communications shall be sent. Any notice shall be deemed given on the date such notice is delivered by hand or by electronic mail or five (5) days after the date mailed.

SECTION 17. ASSIGNMENT.

(A) The Contractor shall not have the right to assign any of its rights, duties or obligations under this Agreement without the consent of the GUA Board upon a demonstration by the proposed assignee of its ability to perform the obligations of the Contractor under this Agreement, which consent shall not be unreasonably withheld. A consented to assignee shall be required to assume the obligations of the assigning party by written assignment in a form reasonably satisfactory to the GUA's attorney.

(B) Any assignment of this Agreement consented to by the GUA shall be an assignment of the Agreement in its entirety and the Basic Operation and Maintenance Service and the Basic Billing and Customer Service cannot be severed or assigned separately unless specifically consented to by the GUA; provided, however, this prohibition shall not apply to an affiliate of the Contractor if such separate assignment shall not, in the judgment of the GUA, interfere with the performance of the duties and the provision of the Utility Services provided in this Agreement.

(C) The assignment of this Agreement by Contractor shall not relieve the Guarantor of its obligations hereunder unless the proposed assignee provides a substitute guarantor acceptable to the GUA or the GUA determines that a substitute guarantor is not required, in either event such determination shall be at the sole discretion of the GUA.
(D) A transfer of a majority of the outstanding stock of the Contractor to another corporate entity or business enterprise shall be deemed an assignment of the Agreement requiring the consent of the GUA under this Section 17 unless such transfer of outstanding stock of the Contractor is to an affiliated company of the Contractor in which event consent shall not be required under this Section 17.

(E) The GUA reserves the right to assign its rights and obligations under this Agreement to any validly constituted local government, agency or authority. The GUA shall provide the Contractor with prior notice of such assignment.

SECTION 18. AMENDMENTS AND WAIVERS. No amendment, supplement, modification or waiver of this Agreement shall be binding upon any party hereto unless executed in writing by such party. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision of this Agreement, whether or not similar, unless otherwise expressly provided. No waiver of a default or a breach of any provision of this Agreement shall operate nor be construed to operate as a waiver of any subsequent default or breach.

SECTION 19. SEVERABILITY. If any clause, subsection, Section or Article of this Agreement shall be ruled invalid by any court of competent jurisdiction, then the invalidity of such clause, provision, subsection, Section or Article shall not affect any of the remaining provisions hereof, and this Agreement shall be construed and enforced as if such invalid portion did not exist.

SECTION 20. ENTIRE AGREEMENT. This Agreement, including the referenced Appendices hereto and the agreements incorporated by reference herein, is the entire agreement between the parties and supersedes all prior and contemporaneous
agreements, understandings, negotiations, and discussions of the parties, whether oral or written, pertaining to the subject matter hereof. Upon execution by all parties, the GUA shall provide the Contractor three complete, certified copies of this Agreement, together with all appendices hereto. This Agreement shall be construed as solely for the benefit of the GUA and the Contractor, their successors and assigns, and no claim or cause of action shall accrue to or be for the benefit of any third party by reason of the execution of this Agreement.

IN WITNESS WHEREOF, the GUA and the Contractor have caused this Agreement to be duly executed and entered on the date first above written.

FLORIDA GOVERNMENTAL UTILITY AUTHORITY

By: __________________________
Its: __________________________

Attest:

________________________

U.S. WATER SERVICES CORPORATION

By: __________________________
Its: __________________________

Attest:

________________________
APPENDIX A
WEST REGION UTILITY SYSTEMS

PASCO (ALOHA)
CONSOLIDATED
LINDRICK
PASCO AQUA
### PASCO (ALOHA GARDENS & SEVEN SPRINGS) VEHICLE AND HEAVY EQUIPMENT LIST

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<th>YEAR</th>
<th>MAKE / MODEL</th>
<th>VEHICLE VIN NO.</th>
<th>MILEAGE</th>
<th>TRAILER VIN NO.</th>
<th>TRAILER MODEL</th>
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<th>LICENSE PLATE</th>
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<td>2006</td>
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### PASCO AQUA VEHICLE AND HEAVY EQUIPMENT LIST

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<td>N/A</td>
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### LINDRICK VEHICLE AND HEAVY EQUIPMENT LIST

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### PASCO AQUA VEHICLE AND HEAVY EQUIPMENT LIST

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APPENDIX C

GUA VEHICLES TO BE PURCHASED BY CONTRACTOR
## GUA VEHICLES TO BE PURCHASED BY CONTRACTOR

### PASCO (ALOHA GARDENS & SEVEN SPRINGS)

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<td>CAT Mini Excavator MODEL 305.5D CR</td>
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### PASCO AQUA

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Total Purchase Price $153,464.00
APPENDIX D

WEST REGION UTILITY SYSTEMS STAFFING PLAN
### Pasco West FGUA Staffing Plan 2020

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26
## Pasco West FGUA Staffing Plan 2020

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<th>Sum of % CS Shared Service</th>
<th>Sum of % to Aloha / Seven Springs</th>
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<th>Sum of % to Aqua Pasco</th>
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It is the intent for U.S. Water Services Corporation (USWSC) to self-perform as much of the Basic R&R, Minor R&R and Major R&R as possible with the staffing resources identified in the Staffing Plan. The subcontracted services identified below represent services USWSC would typically subcontract in completion of R&R work. When possible and within the skills and abilities of staffing resources identified in the Staffing Plan the below identified subcontracted services will be self-performed.

**Basic R&R, Minor R&R and Major R&R - Subcontracted Services**

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<th>Licensed Electrical Services</th>
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<td>Excavations greater than 5' in depth</td>
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<td>Chemical Spill Response</td>
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<td>Aquatic Vegetation Control</td>
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<td>Maintenance of Traffic Services (excluding flag men)</td>
<td>Surveying Services</td>
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<td>Well Drilling &amp; Repair Services</td>
<td>Certified Welding Services</td>
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<td>Equipment alignment and vibration analysis</td>
<td>Coatings and Liner Services</td>
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<td>Asphalt Restoration Services</td>
<td>Instrumentation &amp; Telemetry/SCADA, PLC &amp; Control Services</td>
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<td>VFD Inspection, Repair, Installation &amp; Programming Services</td>
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<td>Piping Installation (15&quot; or Larger)</td>
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<td>Storage Tank Inspection (DEP required inspections) and Repair</td>
<td>Hauling Services</td>
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<td>AMI Infrastructure Support / Repair and Replacement</td>
<td>Large Crane Services</td>
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<td>Odor Control Monitoring, testing, reporting and carbon replacement</td>
<td>Gravity Line, Manhole and Wet Well Installation</td>
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<td>Painting of Buildings, Tanks and Structures</td>
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For clarity of Basic R&R, Minor R&R and Major R&R that would be self-performed by USWSC vs. subcontracted, below is a listing of R&R work that would typically be self-performed.
Basic R&R, Minor R&R and Major R&R – Typical Self Performed Services

| Basic R&R, Minor R&R and Major R&R – Typical Self Performed Services | Lift Station rehabilitation work (excluding coatings, liners and installation of wet wells) | Piping repairs or installation of new piping (Open Cut) – less than 16" diameter, less than 100 length ft, and excavations less than 5’ in depth |
|---|---|
| Lift Station Pumps - Replacement of single components such as an impeller, wear ring, pump wire, and pulling of pumps to make operable and installation of pumps. | Smoke Testing |
| Installation of pressure gauges, transmitters and level transducers. | Replacement of manhole rings and covers |
| Backflow Device Repairs and Replacements | Clearing of Blockages and Sanitary Sewer Overflow clean |
| Electrical Panels – replacement of switches, relays, phase monitors, contacts and breakers | Repair and replacement of above ground piping and valves |
| Blowers – replacement of worn or defective filters, belts and couplings. | Draining and Cleaning of Tanks (Surge Tanks, EQ tanks, Digesters, Oxidation Ditch) including repair of diffusers |
| Buildings & Structures – repair or replacement of broken doors, windows, leaking roof (minor), fence repairs (minor). | Fire Hydrant repairs and replacements |
| Compliance meter repairs and replacements | Repair and replacement of chlorine sensors and pumps. |
| Hydro Tank removal and replacement | Removal and replacement of signage |
| Maintenance of Traffic (flag men) | Irrigation Repairs |
| Installation of metering assemblies | Installation of cleanout and repairs to laterals at and before POC (Point of Connection) |

Basic Billing & Customer Service, and Basic Operation & Maintenance Services are not billable to the FGUA as Additional Services, but USWSC may utilize subcontracted services to complete these basic contract functions. The subcontracted services identified below represent basic contract functions USWSC would typically subcontract.

Basic Billing & Customer Service, and Basic Operation & Maintenance Service - Subcontracted Services

<table>
<thead>
<tr>
<th>Basic Billing &amp; Customer Service, and Basic Operation &amp; Maintenance Service - Subcontracted Services</th>
<th>Equipment Maintenance and Annual Services (Mechanical Bar Screens, Generators, Grit Removal Equipment, Portable Diesel Pumps, Blowers, Odor Control Equipment, etc.)</th>
<th>Grounds Maintenance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Meter Accuracy Testing Services</td>
<td>Painting of Aerial Crossings</td>
<td></td>
</tr>
<tr>
<td>Metering Support Services</td>
<td>Customer Information System Services</td>
<td></td>
</tr>
<tr>
<td>I.T. and System Support</td>
<td>CIS and Bill Fulfillment Services</td>
<td></td>
</tr>
<tr>
<td>Staffing Agencies</td>
<td>Sludge Hauling and Dewatering</td>
<td></td>
</tr>
<tr>
<td>Locate Services</td>
<td>Meter Reading Services</td>
<td></td>
</tr>
<tr>
<td>Item</td>
<td>Other Items</td>
<td></td>
</tr>
<tr>
<td>--------</td>
<td>-------------</td>
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<tr>
<td>SM 7</td>
<td>Other Items</td>
<td></td>
</tr>
<tr>
<td>Item</td>
<td>Other Items</td>
<td></td>
</tr>
<tr>
<td>-------</td>
<td>-------------</td>
<td></td>
</tr>
<tr>
<td>UC 1</td>
<td>Other Items</td>
<td></td>
</tr>
</tbody>
</table>
Review of Signed Conflict of Interest Statements by Board Members and FGUA Officers

Summary

At the July 18, 2019 meeting, the annual Conflict of Interest Statement was distributed to FGUA Board members and FGUA officers for execution and signing. The policy, pursuant to Article VI, Section 4, requires that the statements be reviewed by the Board with assistance from the System Manager and General Counsel for any disclosures regarding conflicts, financial interests or disclosures that would indicate a Board member is not independent.

Based upon review, the General Counsel recommends all Board Member and Officer executed statements be accepted for filing with the Board Clerk.

Mr. Stephen Spratt, System Manager has filed a Conflict of Interest Statement as the appointed Secretary/Treasurer of FGUA.

Mr. Spratt’s Statement discloses that he has a financial interest in Government Services Group Inc. (GSG) in that he is financially compensated by Government Services Group which employs Mr. Spratt to manage the FGUA utility systems under the FGUA Management Services Agreement (MSA). He is an officer (Senior Vice President) but not a shareholder of GSG. Because of the long-standing approval and acceptance of the GSG MSA structure, and series of procedural checks and balances, Mr. Spratt does not believe a conflict of interest exists. All of Mr. Spratt’s actions on behalf of FGUA with regard to payments to GSG are reviewed and approved in advance by the Board of Directors. All of Mr. Spratt’s actions regarding contracting and compensation of GSG are also reviewed by the office of the General Counsel and Utility Counsel prior to Board approval. Similarly, all contracts and bid awards are executed pursuant to the Board approved procurement policy and procedures. Finally, the FGUA external auditors annually test for compliance with the checks and balances and have found no material weaknesses in internal controls.

Additionally, Mr. Spratt’s statement also notes that GSG and NGN work together on joint projects for various county and city clients in the state of Florida, which he does not deem to be a conflict. Further, GSG has sub consulting arrangements with PRMG to provide specialized technical support which he does not deem to be a conflict.

Based upon these policies, practices and this disclosure, General Counsel concurs with Mr. Spratt and recommends that no conflicts of interest be found, and Mr. Spratt’s Statement be accepted for filing with the Clerk of the Board.

Recommendation

It is recommended that no conflict of interest be found with Board member statements and no conflict of interest be found with Mr. Spratt’s Statement. It is recommended all statements be accepted for filing with the Clerk of the Board.

Board Action

Moved by: Seconded by: Action Taken:
Florida Governmental Utility Authority  
Board Agenda Item  
August 15, 2019  

**Item**  
GC 2  Review of Resolution Number 2012 – 18 Establishing a Policy for Conduct of Electronic Meetings of the FGUA Board of Directors

**Summary**

The Legislature during 2012 passed legislation allowing boards which met certain criteria to hold public meetings by use of electronic communications technology. After passage of this legislation, the FGUA board adopted Resolution Number 2012 – 18. This resolution established a Board policy for the conduct of meetings and workshops by electronic technology. A copy of the policy is attached.

The Policy, pursuant to Section 6 (E) states “Votes taken in Electronic Meetings shall be by roll call with each Board member audibly verbalizing their vote.”

Chairman Lea Ann Thomas has asked for a review of this section of the policy to determine if it should be amended to allow for a streamlined method of voting during electronic meetings. The policy is being brought to the board for a review by the board members.

If a policy change is recommended by the Board, it will be brought back for Board approval at the next meeting.

**Recommendation**

Staff recommends that the FGUA Board review the policy and give appropriate direction to staff if changes in the policy are recommended.

**Board Action**

Moved by: Seconded by: Action Taken:
RESOLUTION NO. 2012-18

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE FLORIDA GOVERNMENTAL UTILITY AUTHORITY RELATING TO ELECTRONIC MEETINGS; PROVIDING FINDINGS OF FACTS; ESTABLISHING A PURPOSE; PROVIDING DEFINITIONS; PROVIDING FOR NOTICE; PROVIDING ADDITIONAL REQUIREMENTS FOR ELECTRONIC MEETINGS; AND ESTABLISHING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE FLORIDA GOVERNMENTAL UTILITY AUTHORITY, AS FOLLOWS:

SECTION 1. FINDINGS. The Board of Directors of the Florida Governmental Utility Authority ("Board") hereby finds as follows:

(A) The Florida Legislature adopted Chapter 2012-164, Laws of Florida, which authorizes legal entities made up of public agencies located in at least five counties, at least three of which are not contiguous, to conduct public meetings and workshops by way of Communications Media Technology.

(B) The Florida Governmental Utility Authority ("FGUA") meets the legislative criteria for holding meetings and workshops by way of Communications Media Technology.

(C) The Board desires flexibility in situations involving circumstances that may prevent Board members from attending a meeting or workshop.

(D) Conducting meetings and workshops through use of Communications Media Technology will ease the burden of Board members, customers, and the general public required to travel long distances for meetings and workshops.

(E) Conducting meetings and workshops through use of Communications Media Technology will improve convenience for customers and the general public and reduce costs associated with travel to and from FGUA Board meetings and workshops.

(F) It is in the best interest of the FGUA to allow meetings and workshops to be conducted using Communications Media Technology.

SECTION 2. PURPOSE. The purpose of this Policy is to establish the procedures through which the Board may conduct meetings and workshops using Communications Media Technology in accordance with the provisions of Section 286.011, Florida Statutes, and Chapter
2012-164, Laws of Florida, which authorizes the FGUA Board to conduct meetings and workshops in this manner.

SECTION 3. DEFINITIONS. The following terms shall have the following meanings for purposes of this policy:

"Communications Media Technology" means electronic equipment including, but not limited to, conference telephone, video conference, or other communications technology by which all persons attending a public meeting or workshop may audibly communicate.

"Electronic Meeting" means a meeting or workshop conducted using Communications Media Technology where one or more members of the FGUA are in attendance from a Remote Location, and which the public is able to attend and participate from a Remote Location.

"Remote Location" means any place other than a designated location for a Board meeting or workshop where the Board, staff, consultants, or members of the public may have access to and participate in a Board meeting or workshop.

SECTION 4. ELECTRONIC MEETINGS. In accordance with Florida law, the FGUA Board hereby determines that it is appropriate to conduct Electronic Meetings using Communications Media Technology so long as all requirements of this policy have been satisfied.

SECTION 5. NOTICE.

(A) Prior to conducting an Electronic Meeting which is accessible from a Remote Location, the Board shall include a statement in all notices that such meeting or workshop will involve the use of Communications Media Technology.

(B) Notices for Electronic Meetings shall include a statement as to how members of the public may attend and participate in the meeting from a Remote Location. The notice should also identify a location where members of the public may utilize Communications Media Technology to attend and participate in the Electronic Meeting.

SECTION 6. ADDITIONAL REQUIREMENTS. In addition to other meeting requirements adopted by the FGUA Board, the following requirements and limitations apply to Electronic Meetings:

(A) For any public meeting of the Board, a quorum must exist at all times for action to be taken by the Board. A quorum shall be deemed to exist so long as a majority of the membership of the FGUA Board is participating in a Board meeting either in person at a designated meeting location or from a Remote Location through use of Communications Media...
Technology. Nothing in this section shall be construed to require a quorum to be present to conduct a meeting or workshop where official Board action is not taken.

(B) Communications Media Technology may not be used to conduct a public hearing or any meetings authorized by Florida law to be exempt from Section 286.011, Florida Statutes. Rather, Board members participating in these meetings must be physically present at the meeting location designated for such meetings in the published meeting notice.

(C) All persons attending an Electronic Meeting of the Board shall have real-time audio contact, and may also have real-time video contact with the Board members participating in the meeting. Minor delays or interruptions caused by use of the Communications Media Technology are permissible.

(D) In the event the Communications Media Technology equipment used to allow participation or attendance at a Board meeting fails, causing a lack of a quorum, no additional business may be conducted until the quorum may be reconstituted.

(E) Votes taken in Electronic Meetings shall be by roll call with each Board member audibly verbalizing their vote.

(F) Electronic Meetings may commence on July 1, 2012.

SECTION 7. EFFECTIVE DATE. This resolution shall be effective upon its approval by the FGUA Board of Directors.

PASSED AND DULY ADOPTED at the meeting of the Board of Directors of the Florida Governmental Utility Authority on the 17th day of May, 2012.

BOARD OF DIRECTORS OF THE FLORIDA GOVERNMENTAL UTILITY AUTHORITY

BY: ________________________________
   Lea Ann Thomas, Chair

ATTEST:

______________________________
   Clerk

APPROVED AS TO FORM:

______________________________
   Attorney
Pursuant to the Management Services Agreement with Government Services Group (GSG), the FGUA Board approved a Capital Improvement Program (CIP) Administration fee for GSG in October 2018, based upon the anticipated capital improvement to be carried out during the fiscal year.

This was the first year of implementing a new policy approach which excludes the large capital projects ($750k or greater) from the calculation of the fixed CIP fee. The large project approach contemplates implementing the CIP fee for those projects as work authorizations are approved for the project. In FY19, there were a number of large projects included in the CIP, which led to the anticipation that approximately 1/3 of GSG CIP fees would be derived from large project work authorizations. However, several of the large projects have either been canceled or delayed to FY20, creating problems with the new CIP fee approach. In addition, there have been a significant number of additional projects added to CIP and the approved budget. Below are some examples of the changes to the CIP during FY19.

- Total MacDill large project expenditures projected to drop from $2,629,899 to $1,281,584; primarily due to delays in administration building construction.
- Total large project expenditures projected to drop from $5,393,697 to $2,886,000 in the other FGUA systems; examples include delays in grant funds from the state for Dunnellon projects, cancellation of Lehigh WWTP #1 structural rehab project, and cancellation of Village Water wastewater interconnect to the City of Lakeland.
- Numerous other R&R/capital projects were added to the CIP during the year. Examples include:
  - Pasco Systems CIP increasing from $2,039,187 to $3,464,722;
  - Consolidated Systems CIP increasing from $2,803,806 to $3,753,820;
  - Unified Systems CIP increasing from $1,726,087 to $2,384,040;
  - Significant reductions in other systems such as Lehigh and North Fort Myers.

In light of the changes, the parties have agreed to reset the FY19 fees based upon the revised FY19 CIP program. The revisions include GSG lowering its total CIP Administration fee by $67,181 and proportionately reallocating the revised fee to each of the systems based upon the current projected CIP.

Attached are the revised supporting documents providing a revised staffing plan, fee calculation, and allocation to the various FGUA utility systems.

**Recommendation**

Approval of the revised FY19 CIP Fee for Government Services group.
<table>
<thead>
<tr>
<th>Position</th>
<th>Name</th>
<th>Number</th>
<th>% FGUA</th>
<th>% CIP</th>
<th>% FTE's</th>
</tr>
</thead>
<tbody>
<tr>
<td>Capital Program Mgr</td>
<td>Rob D.</td>
<td>1</td>
<td>100%</td>
<td>90%</td>
<td>0.90</td>
</tr>
<tr>
<td>Capital Project Mgr</td>
<td>David H.</td>
<td>1</td>
<td>100%</td>
<td>95%</td>
<td>0.95</td>
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<tr>
<td>Real Property Coordinator</td>
<td>Doug B.</td>
<td>1</td>
<td>100%</td>
<td>9%</td>
<td>0.09</td>
</tr>
<tr>
<td>MacDill Utility Manager</td>
<td>Michael W.</td>
<td>1</td>
<td>100%</td>
<td>40%</td>
<td>0.40</td>
</tr>
<tr>
<td>Area Manager</td>
<td>Mike S.</td>
<td>1</td>
<td>100%</td>
<td>40%</td>
<td>0.40</td>
</tr>
<tr>
<td>Area Manager</td>
<td>Will F.</td>
<td>1</td>
<td>100%</td>
<td>40%</td>
<td>0.40</td>
</tr>
<tr>
<td>Area Manager</td>
<td>Michael C.</td>
<td>1</td>
<td>100%</td>
<td>40%</td>
<td>0.40</td>
</tr>
<tr>
<td>Operations Support Tech</td>
<td>Sam C.</td>
<td>1</td>
<td>100%</td>
<td>35%</td>
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<tr>
<td>Operations Coordinator</td>
<td>Chris C.</td>
<td>1</td>
<td>100%</td>
<td>45%</td>
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<tr>
<td>Project Coordinator</td>
<td>Janelle K.</td>
<td>1</td>
<td>100%</td>
<td>10%</td>
<td>0.10</td>
</tr>
<tr>
<td>Bd. Clerk/Administrative Assistant</td>
<td>Gerri F.</td>
<td>1</td>
<td>95%</td>
<td>8%</td>
<td>0.08</td>
</tr>
<tr>
<td>System Mgr.</td>
<td>Steve S.</td>
<td>1</td>
<td>90%</td>
<td>9%</td>
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</tr>
<tr>
<td>Asst. System Mgr.</td>
<td>Kevin G.</td>
<td>1</td>
<td>85%</td>
<td>8%</td>
<td>0.07</td>
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<tr>
<td>Operations Mgr</td>
<td>Glenn F.</td>
<td>1</td>
<td>100%</td>
<td>20%</td>
<td>0.20</td>
</tr>
<tr>
<td>Maint. Compliance Admin.</td>
<td>Pradeep S.</td>
<td>1</td>
<td>100%</td>
<td>7%</td>
<td>0.07</td>
</tr>
<tr>
<td>Financial Services Mgr</td>
<td>David D.</td>
<td>1</td>
<td>90%</td>
<td>10%</td>
<td>0.09</td>
</tr>
<tr>
<td>Sr. Accountant</td>
<td>Krystal S.</td>
<td>1</td>
<td>95%</td>
<td>15%</td>
<td>0.14</td>
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<tr>
<td>Sr. Accountant</td>
<td>Mickey J.</td>
<td>1</td>
<td>95%</td>
<td>15%</td>
<td>0.14</td>
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<tr>
<td>Acct. Clerk</td>
<td>Caterina S.</td>
<td>1</td>
<td>90%</td>
<td>18%</td>
<td>0.16</td>
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<tr>
<td>Accounts Payable Clerk</td>
<td>Monica D.</td>
<td>1</td>
<td>95%</td>
<td>18%</td>
<td>0.17</td>
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</table>

Total 5.64

Total FY19 Cost of CIP Administration $1,181,690
<table>
<thead>
<tr>
<th>FY15 CF Allocation (Revised August 2019)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>GState</strong></td>
</tr>
<tr>
<td>FY14 CIP</td>
</tr>
<tr>
<td>FY15 CIP Fee in MSA</td>
</tr>
<tr>
<td>FY16 CIP</td>
</tr>
<tr>
<td>CIP Fee Allocation for FY15</td>
</tr>
<tr>
<td>FY15 CIP (actual)</td>
</tr>
<tr>
<td>% of Non-MacDill CIP</td>
</tr>
<tr>
<td>CIP Fee Allocation for FY16</td>
</tr>
<tr>
<td>% of Non-MacDill CIP (FIP) (excluding minus) Standards &amp; SRF Projects</td>
</tr>
<tr>
<td>% of Non-MacDill CIP (FY17)</td>
</tr>
<tr>
<td>CIP Fee Allocation for FY17</td>
</tr>
<tr>
<td>% of Non-MacDill CIP (FY18)</td>
</tr>
<tr>
<td>CIP Fee Allocation for FY18</td>
</tr>
<tr>
<td>% of Non-MacDill CIP (FY19)</td>
</tr>
<tr>
<td>CIP Fee Allocation for FY19</td>
</tr>
</tbody>
</table>

*Note: Projects to be funded with SRF funds have been removed from the fixed fee calculation due to uncertainty of timing. Additionally, beginning in FY16, new projects over $750k (large projects) have been removed from the fixed fee calculation as well. A separate work authorization will be submitted for each SRF and large project to include the CIP fee for the project.*
## System CIP Fee Summary (Revised August 2019)

<table>
<thead>
<tr>
<th>System</th>
<th>FY19 CIP*</th>
<th>Annual CIP Fee</th>
<th>Lg. Project/ SRF/ SDC Fee</th>
<th>Total CIP Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dunnellon</td>
<td>$ 294,066</td>
<td>$ 15,039</td>
<td>$ 27,750</td>
<td>$ 755,820</td>
</tr>
<tr>
<td>Lehigh Acres</td>
<td>$ 2,788,799</td>
<td>$ 142,628</td>
<td>$ 35,053</td>
<td>$ 2,164,888</td>
</tr>
<tr>
<td>Pasco</td>
<td>$ 2,036,187</td>
<td>$ 104,280</td>
<td>-</td>
<td>$ 3,464,722</td>
</tr>
<tr>
<td>Consolidated</td>
<td>$ 2,803,806</td>
<td>$ 143,356</td>
<td>-</td>
<td>$ 3,753,820</td>
</tr>
<tr>
<td>Lindrick</td>
<td>$ 553,450</td>
<td>$ 28,305</td>
<td>-</td>
<td>$ 718,069</td>
</tr>
<tr>
<td>North Ft. Myers</td>
<td>$ 2,620,267</td>
<td>$ 128,864</td>
<td>$ 133,200</td>
<td>$ 2,045,024</td>
</tr>
<tr>
<td>Lake Aqua</td>
<td>$ 648,017</td>
<td>$ 33,142</td>
<td>$ 15,801</td>
<td>$ 670,582</td>
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<tr>
<td>Pasco Aqua</td>
<td>$ 923,709</td>
<td>$ 47,241</td>
<td>-</td>
<td>$ 1,046,831</td>
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<tr>
<td>Unified Aquas</td>
<td>$ 1,726,087</td>
<td>$ 88,278</td>
<td>$ 70,225</td>
<td>$ 2,384,040</td>
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<tr>
<td>MacDill</td>
<td>$ 2,454,283</td>
<td>$ 104,135</td>
<td>$ 131,494</td>
<td>$ 2,448,329</td>
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<tr>
<td>Totals</td>
<td>$ 16,751,671</td>
<td>$ 835,349</td>
<td>$ 413,522</td>
<td>$ 1,248,071</td>
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</table>

* Excludes Large Projects over $750k
## SRF & Lg. Projects (Revised August 2019)

<table>
<thead>
<tr>
<th>FY19 SRF Projects</th>
<th>Proj. ID</th>
<th>Description</th>
<th>Total Project Cost</th>
<th>Est. Start Date</th>
<th>Est. End Date</th>
<th>Proj. Duration (Months)</th>
<th>FY19 Months</th>
<th>Total Project CIP Fee</th>
<th>FY19 Project CIP Fee</th>
<th>FY19 Project Portion</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lake Aqua</td>
<td>Lap06</td>
<td>Fairways @ Mt. Plymouth WWTP</td>
<td>$842,697</td>
<td>7/1/2019</td>
<td>2/28/2020</td>
<td>8</td>
<td>0</td>
<td>$421,350</td>
<td>-</td>
<td>-</td>
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<tr>
<td>FY19 Grant Projects</td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dunnellon</td>
<td></td>
<td>Connect Dunnellon &amp; Rainbow Springs WW (Design Only)</td>
<td>$222,000</td>
<td>0</td>
<td>0</td>
<td>10</td>
<td>0</td>
<td>$9,621</td>
<td>$6,650</td>
<td>222,000</td>
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<tr>
<td>Dunnellon</td>
<td></td>
<td>Rainbow Springs Eastern Force main/1000ft Corridor (Design Only)</td>
<td>$333,000</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
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<td>$-</td>
<td>-</td>
</tr>
<tr>
<td>FY19 Large Projects</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Unified</td>
<td>UAp00</td>
<td>Village WWTP Force main to Lakeland</td>
<td>$-</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
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<tr>
<td>Lehigh Acres</td>
<td>LEp12</td>
<td>WWTP No. 1 Structure Rehab</td>
<td>$1,352,000</td>
<td>6/1/2019</td>
<td>1/31/2020</td>
<td>0</td>
<td>0</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
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<tr>
<td>North Ft. Myers</td>
<td>NFp05</td>
<td>Del Prado Reuse Main (Cape Coral)</td>
<td>$2,654,000</td>
<td>11/1/2018</td>
<td>6/30/2019</td>
<td>8</td>
<td>8</td>
<td>$133,200</td>
<td>$133,200</td>
<td>2,654,000</td>
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<tr>
<td>Totals</td>
<td></td>
<td></td>
<td>$5,393,697</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$184,955</td>
<td>$141,858</td>
<td>$2,886,000</td>
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</table>
### FY19 MacDill Capital Plan (Revised August 2019)

#### R&R

<table>
<thead>
<tr>
<th>Project Description</th>
<th>Total FY19 Cost</th>
<th>FY19 CIP Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Planned Water R&amp;R</td>
<td>$1,350,858</td>
<td>$67,543</td>
</tr>
<tr>
<td>Planned Wastewater R&amp;R</td>
<td>$872,748</td>
<td>$43,857</td>
</tr>
<tr>
<td><strong>Total Planned R&amp;R</strong></td>
<td><strong>$2,223,606</strong></td>
<td><strong>$111,180</strong></td>
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<tr>
<td>Unplanned Water System Projects</td>
<td>$112,360</td>
<td>$5,618</td>
</tr>
<tr>
<td>Unplanned Wastewater System Projects</td>
<td>$112,360</td>
<td>$5,618</td>
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<tr>
<td><strong>Total Unplanned R&amp;R</strong></td>
<td><strong>$224,720</strong></td>
<td><strong>$11,236</strong></td>
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<tr>
<td><strong>Total R&amp;R</strong></td>
<td><strong>$2,448,326</strong></td>
<td><strong>$122,416</strong></td>
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</tbody>
</table>

#### Large R&R/SDC Projects (CIP Fee Incl. in GSG WA)

<table>
<thead>
<tr>
<th>Project Description</th>
<th>Total FY19 Cost</th>
<th>FY19 CIP Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Headworks &amp; Grit Removal Project</td>
<td>$475,219</td>
<td>$23,701</td>
</tr>
<tr>
<td>MacDill Admin Building (Design)</td>
<td>-</td>
<td>-</td>
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<tr>
<td>SDC Project 56 - Replace Deficient Dale Mabry</td>
<td>$380,727</td>
<td>$18,036</td>
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<tr>
<td>Interconnect Water Supply Main</td>
<td>$180,618</td>
<td>$9,031</td>
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<tr>
<td>SDC Project 59 - WWTP - Digester Safety and Aeration System Upgrades</td>
<td>$235,019</td>
<td>$13,251</td>
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<tr>
<td><strong>Total SDC</strong></td>
<td><strong>$1,281,584</strong></td>
<td><strong>$64,079</strong></td>
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Florida Governmental Utility Authority
Board Agenda Item
Thursday, August 15, 2019

| Item | Approval of Budget Amendment 2019-12 for Pasco, Consolidated, and Lindrick |

**Summary**

Provided for your review and consideration is Budget Amendment 2019-12 to add budget appropriations for fiscal year 2019 for additional CIP Administration fees for Pasco, Consolidated, and Lindrick. In light of the significant changes to the Capital Improvement Program (CIP) during the current year, the parties have agreed to reset the FY19 fees based upon the revised CIP program. The revisions include proportionately reallocating the revised fee to each of the systems based upon the current projected CIP. This resulted in the need for additional budget appropriations for Pasco, Consolidated, and Lindrick.

**Recommendation**

Staff recommends approval of the Budget Amendment 2019-12 in the amount of $122,307.92 as specified on the attached Budget Amendment Worksheet.

**Budget Impact**

See attached.

**Board Action**

Moved by:                     Seconded by:                      Action Taken:
Florida Governmental Utility Authority
Budget Amendment 2019-12
Pasco, Consolidated, and Lindrick
8/16/2019

1) Increase FY19 Appropriation

<table>
<thead>
<tr>
<th>Organization</th>
<th>Object</th>
<th>Project</th>
<th>Available Fund Balance</th>
<th>Increase (Decrease)</th>
<th>Revised Available Fund Balance</th>
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<tbody>
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<td>A411A Asset</td>
<td>1000**</td>
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<td>7,383,548.57</td>
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<tr>
<td>A412A Asset</td>
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<tr>
<td>A414A Asset</td>
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<td></td>
<td>2,345,532.26</td>
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<td>2,337,801.26</td>
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</table>

Totals: 16,589,288.87 (122,307.92) 16,466,980.95

2) Increase FY19 Expenditures

<table>
<thead>
<tr>
<th>ORG</th>
<th>Object</th>
<th>Project</th>
<th>Available Budget</th>
<th>Increase (Decrease)</th>
<th>Revised Budget</th>
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<tbody>
<tr>
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<td>534005</td>
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<td>534005</td>
<td>Various</td>
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<td>44,989.96</td>
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<tr>
<td>41470103</td>
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<td>Various</td>
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<td>7,731.00</td>
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Totals: - 122,307.92 122,307.92
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<th>Item</th>
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<tr>
<td>Item</td>
<td>Description</td>
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<td>----------------</td>
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<tr>
<td>BD 1</td>
<td>Other Items</td>
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