



PEACE RIVER MANASOTA

REGIONAL WATER SUPPLY AUTHORITY

FY 2017 BUDGET

[APPROVED: JULY 28, 2016]

'Through cooperation and collaboration the Authority and its members shall create and maintain a sustainable, interconnected regional water supply system'.



Peace River Manasota

Regional Water Supply Authority

FY 2017 BUDGET

October 1, 2016 to September 30, 2017

Board of Directors

Christopher Constance Chairman
Commissioner – Charlotte County

Alan Maio..... Vice Chairman
Commissioner – Sarasota County

Elton Langford.....Member
Commissioner – DeSoto County

John Chappie.....Member
Commissioner – Manatee County

Executive Staff

Patrick Lehman. Executive Director

Douglas Manson; Manson. Bolves, Donaldson, P.A. General Counsel

Mike Coates Deputy Director

Vision Statement

'Through cooperation and collaboration the Authority and its members shall create and maintain a sustainable, interconnected regional water supply system.'

Mission Statement

'The mission of the Authority is to provide the region with a sufficient, high quality drinking water supply that is reliable, sustainable and protective of our resources now and into the future.'

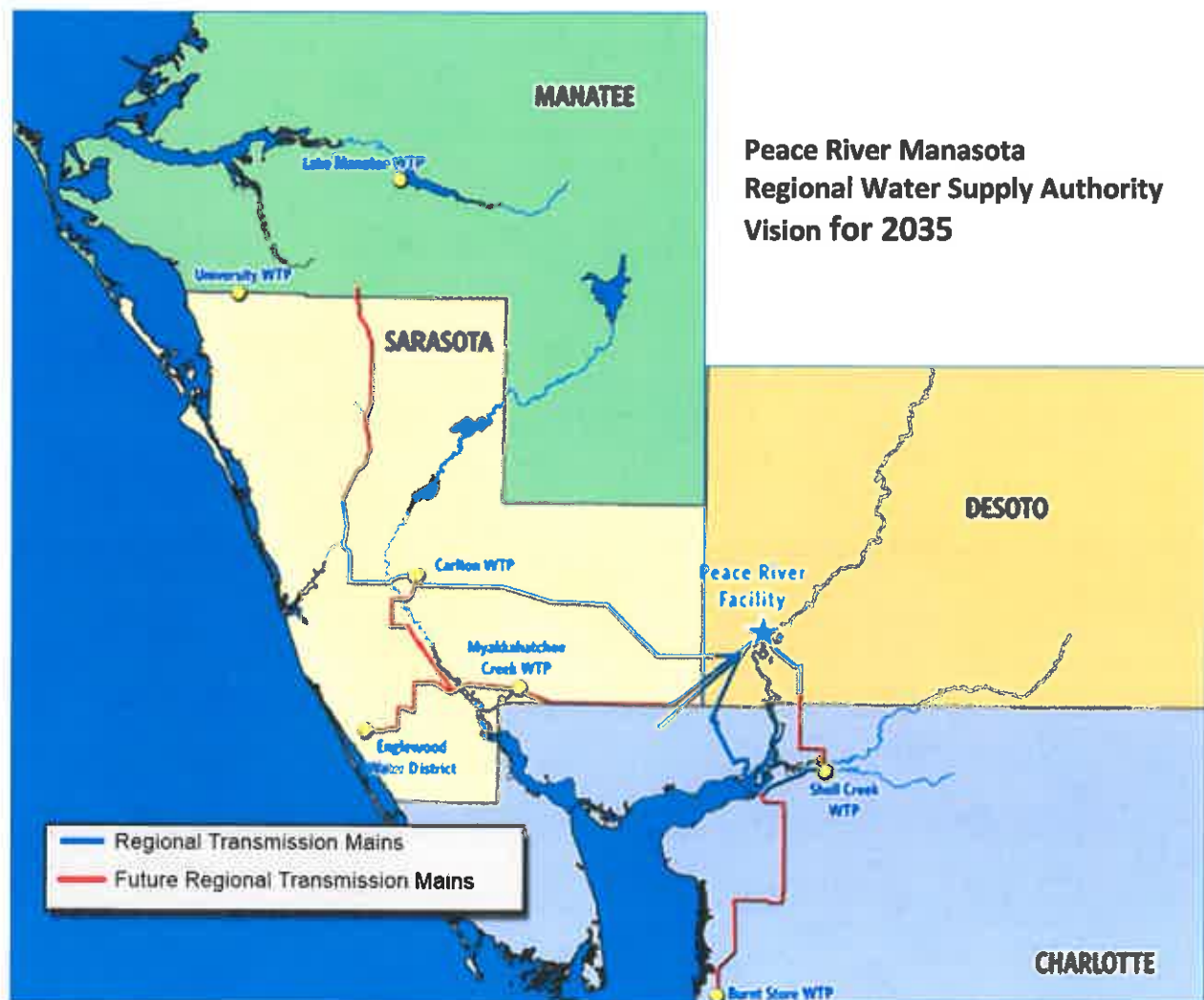


Table of Contents

Organization Information

Agency Profile	i
Staff Organization	i
Annual Budget Requirements.....	ii
Key Factors Affecting Budget.....	iii
Water Supply.....	iv
Regional Integrated Loop System	iv
Financial Performance	iv

FY 2017 Budget

Available Funds	1
Expenditures	2
Debt Service	7
Capital Component Charge.....	12
Renewal & Replacement Reserve Account Expenditures	13
Resource/Supply Development Reserve Account Expenditures.....	14
Capital Improvement Program	15
Water Rate	16
Redistribution Pool	18
Interconnect Water Charge	19
Customer Planning Assessment.....	20
Member Fee.....	21

Rate Resolution

Resolution No. 2016-05 'Resolution Setting Forth Rates, Fees and Charges for FY 2017'

Appendices

- Appendix A - Resolution No. 2005-08 'Resolution Setting Forth Rate Setting Methodology'
- Appendix B - Budget Policies
- Appendix C - Second Amended Interlocal Agreement Creating the Peace River Manasota Regional Water Supply Authority (October 2005)
- Appendix D - Peace River Manasota Regional Water Supply Authority Master Water Supply Contract (Amended August 2015)
- Appendix E - Peace River Manasota Regional Water Supply Authority Statement of Agency Organization and Operation (September 2010)
- Appendix F - Strategic Plan for Peace River Manasota Regional Water Supply Authority (October 2014)

Organization Information

FY 2017 Budget

The Organization Information section provides the agency profile and organization of the Authority.

Agency Profile

The Peace River Manasota Regional Water Supply Authority is a regional water supply authority that provides wholesale drinking water to its member counties and the city of North Port supporting the region's economy and quality of life.

The Authority is an independent special district created and existing pursuant to Chapter 373, Florida Statutes, and Chapter 163, Florida Statutes by an interlocal agreement executed between Charlotte, DeSoto, Manatee and Sarasota Counties. The interlocal agreement was most recently amended in 2005 (Second Amended Interlocal Agreement Creating the Peace River Manasota Regional Water Supply Authority; October 5, 2005).



The boundaries of the Authority consist of all of DeSoto, Manatee and Sarasota Counties and those parts of Charlotte County which are under the jurisdiction of the Southwest Florida Water Management District.

The Board of Directors of the Authority consists of one representative of Charlotte

County, DeSoto County, Manatee County and Sarasota County that is a commissioner on the board of county commissioners for each respective county. Each representative is appointed by and serves at the pleasure of their respective Board of County Commissioners. The Authority Board of Director's officers consist of a chair and vice chair. The Board of Directors is vested with all the powers of the Authority.



Staff Organization

The executive Director is the chief executive staff officer of the Authority and serves at the pleasure of the Board of Directors. The Executive Director administers the Authority, organizes staff efforts and employs necessary staff with Board approval. The General Counsel is the chief legal officer of the Authority, and also serves at the pleasure of the Board of Directors. The General Counsel provides legal advice and support to the Board of Directors and the Executive Director.

The organizational structure of the Authority staff provides a focus on the core competencies to achieve the mission of the Authority: Water Resources, Facilities and Finance/Administrative. The Authority's administrative office is located in Lakewood

Ranch, Florida. The Authority's operations and maintenance staff are located at the Peace River Facility in southwest DeSoto County, Florida. There are 47 budgeted staff positions.

Annual Budget Requirements

In accordance with the Second Amended Interlocal Agreement Creating the Peace River Manasota Regional Water Supply Authority the Authority adopted the budget for FY 2017 on July 28, 2016.

The Authority and its customers adopted the Second Amendment to the Master Water Supply Contract on August 5, 2015. The budget for FY 2017 incorporating the conditions of the amended Master Water Supply Contract was presented at a public hearing of the Authority Board of Directors on July 28, 2016 and approved by the Board at the same meeting.



The Authority operates as a single Enterprise Fund. The available funds by revenue sources and expenditures are presented in the budget. The total FY 2017 budget is \$43,931,504.

The Authority and its customers (Charlotte, DeSoto, Manatee and Sarasota Counties

and the City of North Port) entered into the Master Water Supply Contract (October 5, 2005) establishing conditions related to water sales. The Authority issued the 2014 Bonds and 2015 Bonds refunding the '2005 Bonds'. The budget for FY 2017 incorporates the cost savings from the issuance of these recent bonds. The Authority issued the '2010 Bonds' to provide additional funding for the Regional Expansion Program and Phases 2 and 3A of the Regional Integrated Loop System.



The FY 2017 budget incorporates the conditions and charges contained in the Master Water Supply Contract as amended in 2015 and bond documents. The budget includes all anticipated revenue sources and expenditures including capital, operating, planning and administrative costs of the Authority for its projects and activities for FY 2017.

The Enterprise Fund is comprised of two cost centers: Administrative Office and Facilities. The Administrative Office includes the cost associated with the administrative functions of the Authority. The Facilities includes the costs associated with the water treatment and transmission system facilities of the Authority and pass through of grants and revenue bond funds

for construction projects.

Project funding is provided in the budget through grant funds provided by state appropriation and the Southwest Florida Water Management District and the Authority funds.

Planning costs for the Authority are obtained through customer planning assessments and included in the budget for funding through the Resource/Supply Development Reserve.

Copies of the FY 2017 budget are available at the Authority's Administrative Office located at 9415 Town Center Parkway, Lakewood Ranch, Florida 34202 and on the Authority's website at regionalwater.org.

Key Factors Affecting Budget

The Authority currently provides wholesale water supply to four public utility systems via long-term contract. The four customers are: Charlotte County, Sarasota County, DeSoto County and the city of North Port.



The Authority completed the final components of the Regional Expansion Program and placed in-service in 2009 increasing storage, treatment capacity and

reliability of service. The Regional Transmission System is interconnected with the City of Punta Gorda's water system providing for more regional reliability. The FY 2017 budget reflects the operation of these expanded facilities and rehabilitation and reconstruction of aging infrastructure.



Key factors impacting the FY 2016 budget include the following.

- Operation and maintenance of water treatment facilities;
- Operation and maintenance of storage facilities including off-stream reservoir and ASR systems;
- Assure availability of contractual water allocations totaling 34.7 MGD;
- Delivery projected water demands totaling 28 MGD;
- Extensive reservoir permit compliance and management program;
- Land management of RV Griffin Reserve;
- Operation and maintenance of Regional Transmission System including off-site storage and pumping facilities;

Water Supply

The Authority owns and operates the Peace River Facility located in southwest DeSoto County. The Peace River Facility is a 51 MGD surface water treatment facility utilizing the Peace River as a water source.

Water is withdrawn from the Peace River in accordance with a withdrawal schedule established by the Southwest Florida Water Management District in a water use permit issued to the Authority to protect the downstream estuary and Charlotte harbor.



The Authority owns and operates an off-stream reservoir system with 6.5 billion gallons storage and an ASR system consisting of 21 ASR wells.

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

Regional Integrated Loop System

The Authority currently maintains a network of approximately 65 miles of transmission pipeline for delivery of treated drinking water to its member governments and customers. The Authority's 20-year program for identifies construction of additional interconnecting pipelines to support regional reliability, provide supplies to meet growing needs, share resources to the benefit of all residents in the four-county service area, and ensure that public water supply is provided in an environmentally sustainable manner.



Financial Performance

The Authority is a regional utility financed as an enterprise fund through the sale of water to our customer utilities. Financial status of the Authority is considered solid for a wholesale system by the three primary rating agencies (Fitch, Moody's, Standard and Poor). Current rating for the Authority is in the AA category by all three major rating agencies.

Authority Organization

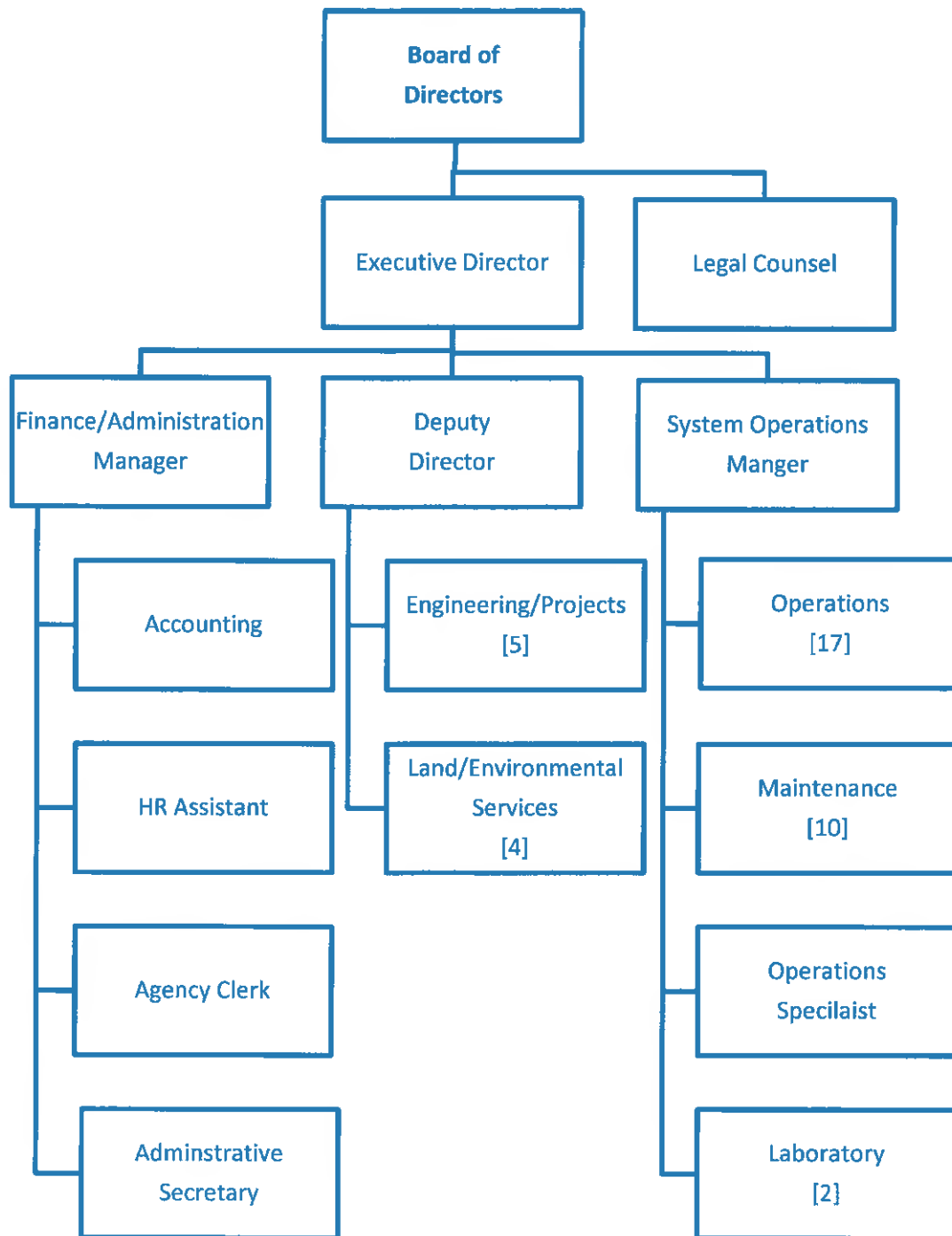
FY 2017 Budget

The Authority Organizational chart provides 47 budgeted full time positions.

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

Organization Chart

[October 2016]



Total FTE: 47

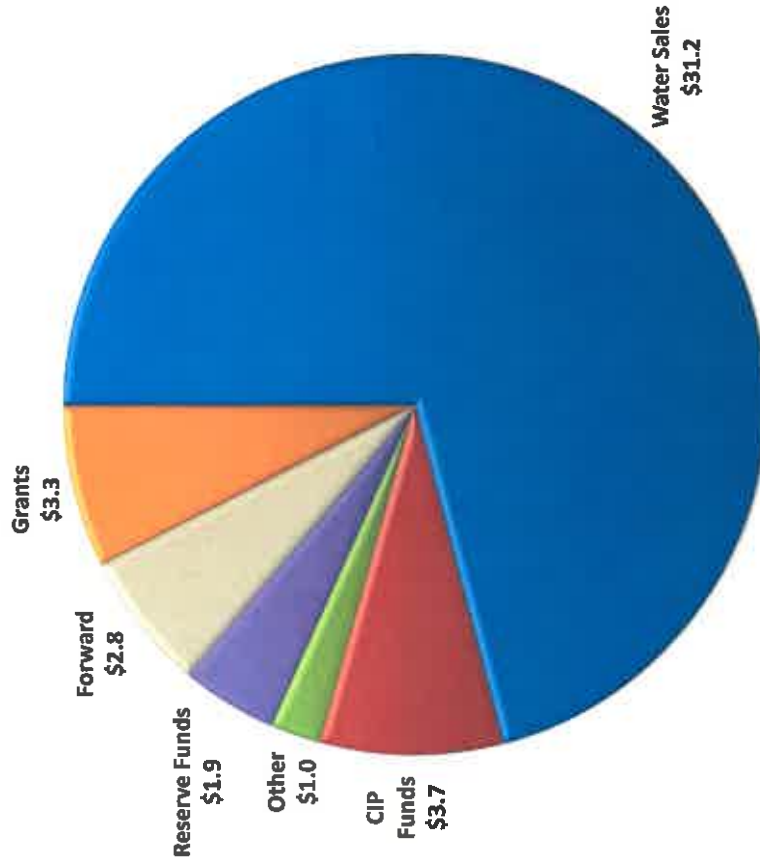
Operating Budget Detail

FY 2017 Budget

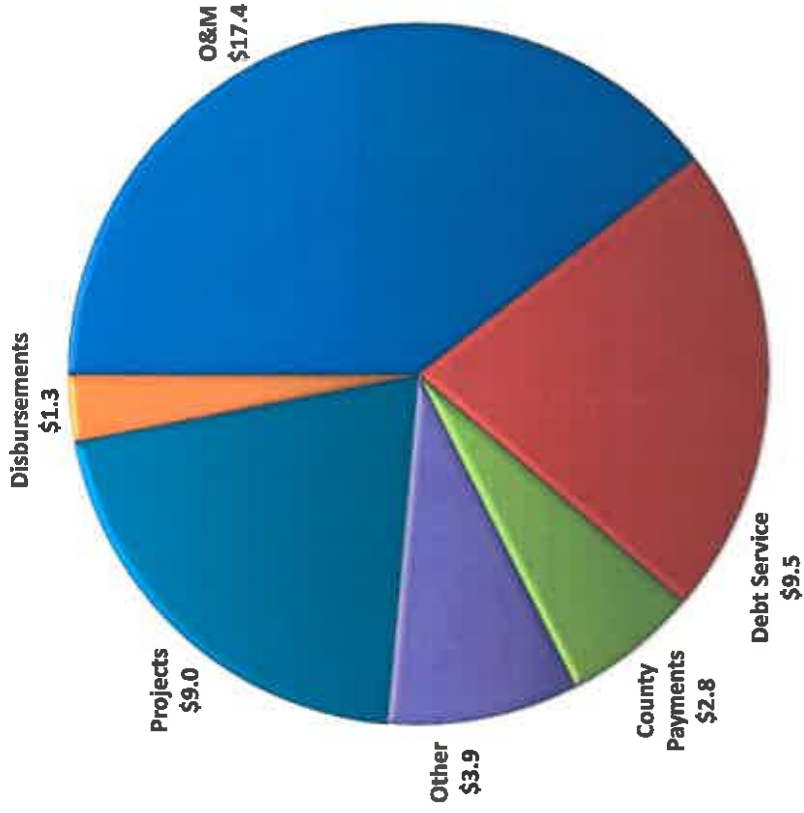
The Operating Budget Detail section provides revenue and expenditures for the Enterprise Fund.

Peace River Manasota Regional Water Supply Authority
FY 2017 Budget

AVAILABLE FUNDS
\$43.9 M



EXPENDITURES
\$43.9 M



Peace River Manasota Regional Water Supply Authority
FY 2017 Budget

AVAILABLE FUNDS	Administrative Office	Facilities	Total Enterprise Fund
Revenue			
Water Sales		31,156,528	31,156,528
Member Fee	336,500		336,500
Planning Assessment		60,000	60,000
Anticipated Interest		40,000	40,000
Federal Direct Payment [2010B Bond Series]		578,300	578,300
Subtotal	336,500	31,834,828	32,171,328
Grants			
State Grant Funds		2,490,000	2,490,000
SWFWMD Grant Funds		800,000	800,000
Subtotal		3,290,000	3,290,000
Reserve Accounts			
Transfer from R&R Reserve Account		1,943,000	1,943,000
Subtotal		1,943,000	1,943,000
CIP Fund			
CIP Project Funds		2,191,000	2,191,000
Punta Gorda Payment		1,500,000	1,500,000
Subtotal		3,691,000	3,691,000
Funds Brought Forward			
Carry Forward from FY2016	350,000	1,140,000	1,490,000
Funds Brought Forward for Disbursement		1,346,176	1,346,176
Subtotal	350,000	2,486,176	2,836,176
Total Funds Available	686,500	43,245,004	43,931,504

Peace River Manasota Regional Water Supply Authority
FY 2017 Budget

EXPENDITURES	Administrative Office	Facilities	Total Enterprise Fund
<u>OPERATION & MAINTENANCE</u>			
Insurances			
Property/Liability/Workmen's Compensation		475,000	475,000
Auto		22,000	22,000
Public Officials Liability	6,000		6,000
Subtotal	6,000	497,000	503,000
Personnel			
Administration	300,000	440,000	740,000
Facility Operations/Maintenance		2,280,000	2,280,000
Subtotal	300,000	2,720,000	3,020,000
Benefits			
FICA Taxes	22,000	195,000	217,000
Fla. Retirement System	45,000	230,000	275,000
Health Insurance	65,000	945,000	1,010,000
Subtotal	132,000	1,370,000	1,502,000
Utilities			
Electric Power	5,000	2,050,000	2,055,000
Diesel Fuel		20,000	20,000
Vehicle Fuel	5,000	40,000	45,000
Telephone	1,000	35,000	36,000
Subtotal	11,000	2,145,000	2,156,000
Operating Supplies			
General Operations	3,500	40,000	43,500
Laboratory Supplies		85,000	85,000
Subtotal	3,500	125,000	128,500
Water Treatment Chemicals			
Aluminum Sulfate		1,616,200	1,616,200
Sodium Hydroxide		1,021,700	1,021,700
Carbon		1,750,000	1,750,000
Coagulant Aid		316,000	316,000
Sodium Hypochlorite		627,000	627,000
Aqua Ammonia		87,200	87,200
Copper Sulfate		91,500	91,500
Subtotal		5,509,600	5,509,600

Peace River Manasota Regional Water Supply Authority
FY 2017 Budget

EXPENDITURES	Administrative Office	Facilities	Total Enterprise Fund
Repairs & Maintenance			
Water Treatment Facilities		594,100	594,100
Water Resources		513,300	513,300
Land Management		401,600	401,600
Regional Transmission System		81,700	81,700
Vehicle Fleet Maintenance	3,000	41,500	44,500
Subtotal	3,000	1,632,200	1,635,200
Machinery & Equipment			
Machinery & Equipment	5,000	293,500	298,500
Contract Services			
Annual Audit	4,000	40,000	44,000
Engineering Services - General		300,000	300,000
Hydrogeological Services		200,000	200,000
Environmental Services		50,000	50,000
Rate Consulting Services	0	30,000	30,000
Information/Technology Services	12,000	82,000	94,000
Reservoir Permit Monitoring		275,000	275,000
Equipment Rental	7,000	50,000	57,000
Legal Services	24,000	250,000	274,000
Legislative Monitoring Services		50,000	50,000
Off-Site Treatment Residual Hauling and Disposal		225,000	225,000
Outside Lab Services - Drinking Water/ASR/EPA		85,000	85,000
Watershed Programs/Monitoring/Protection [HBMP, MFL, Stewardship]		470,000	470,000
Charlotte Harbor NEP		3,500	3,500
Uniforms		15,000	15,000
Contract Labor	3,000	8,000	11,000
Subtotal	50,000	2,133,500	2,183,500

Peace River Manasota Regional Water Supply Authority
FY 2017 Budget

EXPENDITURES	Administrative Office	Facilities	Total Enterprise Fund
General Administration			
Office Rental	75,000	75,000	150,000
Office Maintenance	6,500	2,000	8,500
Advertising	2,500	6,000	8,500
Software	2,500	25,000	27,500
Office Supplies	5,000	25,000	30,000
Postage/Shipping	2,000	7,500	9,500
Books, Dues, Subs & Memberships	4,000	15,000	19,000
Training	4,000	4,000	8,000
Professional Development/Cont. Education	4,500	10,000	14,500
Mileage/Travel Reimbursement	10,000	20,000	30,000
Public Outreach/Education Programs/Website	40,000	40,000	80,000
Misc. Fees [permits, registrations, licenses, certifications, bank charges]	0	35,000	35,000
Subtotal	156,000	264,500	420,500
Total - Operations & Maintenance	666,500	16,690,300	17,356,800

Peace River Manasota Regional Water Supply Authority
FY 2017 Budget

EXPENDITURES	Administrative Office	Facilities	Total Enterprise Fund
<u>NON-OPERATION & MAINTENANCE</u>			
Annual Debt Service			
2010A Bond Series		591,300	591,300
2010B Bond Series		1,892,100	1,892,100
2014 Bond Series		4,538,700	4,538,700
2015 Bond Series		2,524,800	2,524,800
Subtotal		9,546,900	9,546,900
County Payments			
Capital Component Charge		1,971,557	1,971,557
DeSoto Payment		796,000	796,000
North Port Payment to Charlotte		4,781	4,781
Subtotal		2,772,338	2,772,338
Other Rate Related Expenditures			
Contribution to R&R Reserve		2,000,000	2,000,000
Contingencies	20,000	500,000	520,000
Water Purchase		20,000	20,000
Debt Service Coverage Fund		1,345,290	1,345,290
Subtotal	20,000	3,865,290	3,885,290
Total Rate Related Expenditures	686,500	32,874,828	33,561,328

Peace River Manasota Regional Water Supply Authority
FY 2017 Budget

EXPENDITURES	Administrative Office	Facilities	Total Enterprise Fund
<u>NON-RATE RELATED EXPENDITURES</u>			
Projects			
CIP Projects		6,981,000	6,981,000
Renewal & Replacement Projects		1,943,000	1,943,000
Resource/Supply Development Projects		100,000	100,000
Subtotal		9,024,000	9,024,000
Fund Disbursements			
Charlotte County		268,910	268,910
DeSoto County		33,789	33,789
Sarasota County		889,887	889,887
North Port		153,590	153,590
Subtotal		1,346,176	1,346,176
Total Non-Rate Related Expenditures		10,370,176	10,370,176
Total Expenditures	686,500	43,245,004	43,931,504

Peace River Manasota Regional Water Supply Authority
FY 2017 Budget

DEBT SERVICE

Bond Series	Cost Allocation	Percent Allocation
2010A Bond Series		
REP Facility	\$591,300	
2010B Bond Series		
RTS - Phase 2 Pipeline	\$675,669	35.71%
RTS - Phase 3A Pipeline	\$1,216,431	64.29%
Subtotal	\$1,892,100	100.00%
Total	\$2,483,400	
2014A Bond Series		
REP Facility (includes 20-Inch RTS)	\$1,516,149	86.99%
REP Oversized Payment	\$60,653	3.48%
Bank of America Loan	\$166,098	9.53%
Subtotal	\$1,742,900	100.00%
2014B Bond Series		
REP Facility (includes 20-Inch RTS)	\$2,432,066	86.99%
REP Oversized Payment	\$97,294	3.48%
Bank of America Loan	\$266,440	9.53%
Subtotal	\$2,795,800	100.00%
Total	\$4,538,700	
2015 Bond Series		
PRO Facility	\$1,799,581	71.28%
PRO Oversized Payment	\$154,361	6.11%
42-inch RTS Pipeline	\$558,738	22.13%
24-inch RTS Pipeline	\$12,119	0.48%
Total	\$2,524,800	100.00%
Total Debt Service	\$9,546,900	

Peace River Manasota Regional Water Supply Authority
FY 2017 Budget

2010A BOND SERIES
Customer Allocation

Customer Debt Service Percentages		
Customer	2010A Bond Series REP Facility	
Charlotte County		0.00%
DeSoto County		1.11%
Sarasota County		84.79%
City of North Port		14.10%
	Total	100.00%
Customer Debt Service Cost		
Customer	Debt Service Cost	2010A Bond Series REP Facility
Charlotte County	\$0	\$0
DeSoto County	\$6,563	\$6,563
Sarasota County	\$501,363	\$501,363
City of North Port	\$83,373	\$83,373
Total	\$591,300	\$591,300

Peace River Manasota Regional Water Supply Authority
FY 2017 Budget

2010B BOND SERIES
Customer Allocation

Customer Debt Service Percentages			
Customer	2010B Bond Series RTS Phase 2 Pipeline	2010B Bond Series RTS Phase 3A Pipeline	
Charlotte County	0.00%	0.00%	
DeSoto County	0.00%	0.00%	
Sarasota County	0.00%	100.00%	
City of North Port	100.00%	0.00%	
Total	100.00%	100.00%	
Customer Debt Service Cost			
Customer	Debt Service Cost	2010B Bond Series RTS Phase 2 Pipeline	2010B Bond Series RTS Phase 3A Pipeline
Charlotte County	\$0	\$0	\$0
DeSoto County	\$0	\$0	\$0
Sarasota County	\$1,216,431	\$0	\$1,216,431
City of North Port	\$675,669	\$675,669	\$0
Total	\$1,892,100	\$675,669	\$1,216,431
Federal Direct Payment [2010B Bond Series]			
Customer	Federal Subsidy	2010B Bond Series RILS Phase 2	2010B Bond Series RILS Phase 3A
Charlotte County	\$0	\$0	\$0
DeSoto County	\$0	\$0	\$0
Sarasota County	(\$371,789)	\$0	(\$371,789)
City of North Port	(\$206,511)	(\$206,511)	\$0
Total	(\$578,300)	(\$206,511)	(\$371,789)

Peace River Manasota Regional Water Supply Authority
FY 2017 Budget

2014 BOND SERIES
Customer Allocation

Customer Debt Service Percentages				
Customer	REP Facility	REP Oversized Payment	Bank of America Loan	
Charlotte County	27.21%	0.00%	27.21%	
DeSoto County	0.81%	1.10%	0.81%	
Sarasota County	61.72%	85.62%	61.72%	
City of North Port	10.26%	13.28%	10.26%	
Total	100.00%	100.00%	100.00%	
Customer Debt Service Cost				
Customer	Debt Service Cost	REP Facility	REP Oversized Payment	Bank of America Loan
Charlotte County	\$1,192,003	\$1,074,309	\$0	\$117,694
DeSoto County	\$37,222	\$31,981	\$1,737	\$3,504
Sarasota County	\$2,839,035	\$2,436,838	\$135,234	\$266,963
City of North Port	\$470,441	\$405,087	\$20,975	\$44,378
Total	\$4,538,700	\$3,948,215	\$157,947	\$432,538

Peace River Manasota Regional Water Supply Authority
FY 2017 Budget

2015 BOND SERIES
Customer Allocation

Customer Debt Service Percentages					
Customer	PRO Facility	PRO Oversized Payment	42-inch RTS Pipeline	24-inch RTS Pipeline	
Charlotte County	33.33%	0.00%	0.00%	0.00%	
DeSoto County	8.33%	12.50%	0.00%	100.00%	
Sarasota County	58.34%	87.50%	100.00%	0.00%	
City of North Port	0.00%	0.00%	0.00%	0.00%	
Total	100.00%	100.00%	100.00%	100.00%	

Customer Debt Service Cost					
Customer	Debt Service Cost	PRO Facility	PRO Oversized Payment	42-inch RTS Pipeline	24-inch RTS Pipeline
Charlotte County	\$599,800	\$599,800	\$0	\$0	\$0
DeSoto County	\$181,319	\$149,905	\$19,295	\$0	\$12,119
Sarasota County	\$1,743,680	\$1,049,876	\$135,066	\$558,738	\$0
City of North Port	\$0	\$0	\$0	\$0	\$0
Total	\$2,524,800	\$1,799,581	\$154,361	\$558,738	\$12,119

Peace River Manasota Regional Water Supply Authority
FY 2017 Budget

CAPITAL COMPONENT CHARGE
Customer Allocation

Capital Component Charge			
	Capital Component Charge	Percent Allocation	
Debt to Charlotte County			
1991 Facility	\$1,664,191	84.41%	
36-inch RTS	\$307,366	15.59%	
Total	\$1,971,557	100.00%	
Cost Allocation Percentages			
		1991 Facility	36-inch RTS Pipeline
Charlotte County		89.65%	89.65%
DeSoto County		0.42%	0.42%
Sarasota County		0.00%	0.00%
City of North Port		9.93%	9.93%
Total	Total	100.00%	100.00%
Capital Component Charge Cost			
	Capital Component Chare	1991 Facility	36-inch RTS Pipeline
Charlotte County	\$1,767,501	\$1,491,947	\$275,553
DeSoto County	\$8,281	\$6,990	\$1,291
Sarasota County	\$0	\$0	\$0
City of North Port	\$195,776	\$165,254	\$30,521
Total	\$1,971,557	\$1,664,191	\$307,366

Peace River Manasota Regional Water Supply Authority
FY 2017 Budget

RENEWAL AND REPLACEMENT RESERVE ACCOUNT EXPENDITURES

ITEM NO.	RENEWAL & REPLACEMENT PROJECTS	FY 2017
1	Treatment Processes	350,000
2	Reservoirs & Raw Water Pumping	173,000
3	ASR Wells & Monitoring Systems	100,000
4	Roads & Grounds	50,000
5	General Buildings	295,000
6	Transmission Systems and Remote Sites	630,000
7	SCADA, IT & Communications	275,000
8	Security	70,000
	TOTAL R & R PROJECTS	1,943,000

Peace River Manasota Regional Water Supply Authority
FY 2017 Budget

CAPITAL IMPROVEMENT PROGRAM
Funded CIP Projects

Item	CIP Project	Prior Years	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	Future	Total
1	Regional Integrated Loop - Phase 1 [U.S. 17/Shell Creek]	400,000	3,490,000	8,110,000					12,000,000
2	Regional Integrated Loop - Phase 3B [S.R. 681 to Clark Road]	398,000	2,600,000	2,240,000	8,320,000	10,730,000	2,680,000		26,968,000
3	Raw Water ASR	75,000	200,000	150,000	750,000	6,550,000			7,725,000
4	Facilities Improvements - [Maintenance Warehouse]		400,000	565,000					965,000
5	New Transfer Pump Trains 7 & 8		291,000						291,000
6	Regional Integrated Loop - Phase 3D [Fruitville Road to Manatee]			15,383,000					15,383,000
7	Regional Integrated Loop - Phase 4 [Burnt Store Interconnect]			685,000	1,600,000	1,100,000	12,060,000	12,060,000	27,505,000
8	Regional Integrated Loop - Phase 3C [Clark Road to Fruitville Road]				1,500,000	550,000	3,200,000	32,200,000	35,950,000
9	Peace River Facility Phase 2 Capacity Increase [4 MGD]					3,600,000	1,400,000		6,500,000
Total CIP Project Costs		873,000	6,981,000	27,133,000	12,170,000	22,530,000	19,340,000	44,260,000	133,287,000

Item	CIP Project Funding Sources	Prior Years	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	Future	Total
1	Regional Integrated Loop - Phase 1 [U.S. 17/Shell Creek]								
	State Grant Funds		1,990,000	2,110,000					4,100,000
	SWFWMD Grant Fund			6,000,000					6,000,000
	Punta Gorda Payment	500,000	1,500,000						2,000,000
2	Regional Integrated Loop - Phase 3B [S.R. 681 to Clark Road]								
	CIP Funds	398,000	1,300,000	1,120,000	4,160,000	5,365,000	1,340,000		13,683,000
	State Grant Funds		500,000						
	SWFWMD Grant Fund		800,000	1,120,000	4,160,000	5,365,000	1,340,000		12,785,000
3	Raw Water ASR								
	CIP Funds	75,000	200,000	150,000	750,000	6,550,000			7,725,000
4	Facilities Improvements - [Maintenance Warehouse]								
	CIP Funds		400,000	565,000					965,000
5	New Transfer Pump Trains 7 & 8								
	CIP Funds		291,000						291,000
6	Regional Integrated Loop - Phase 3D [Fruitville Road to Manatee]								
	Source of Funds to be Determined			15,383,000					15,383,000
7	Regional Integrated Loop - Phase 4 [Burnt Store Interconnect]								
	Source of Funds to be Determined			685,000	1,600,000	1,100,000	12,060,000	12,060,000	27,505,000
8	Regional Integrated Loop - Phase 3C [Clark Road to Fruitville Road]								
	Source of Funds to be Determined				550,000	3,200,000	32,200,000		35,950,000
9	Peace River Facility Phase 2 Capacity Increase [4 MGD]								
	Source of Funds to be Determined			1,500,000	3,600,000	1,400,000			6,500,000
Total CIP Project Funding Sources		973,000	6,981,000	27,133,000	12,170,000	22,530,000	19,340,000	44,260,000	132,887,000

CIP Funding Revenue by Source	Prior Years	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	Future	Total
CIP Fund	473,000	2,191,000	1,835,000	4,910,000	11,915,000	1,340,000		22,664,000
State Grant Funds		2,490,000	2,110,000					4,600,000
SWFWMD Grant Fund		800,000	7,120,000	4,160,000	5,365,000	1,340,000		18,785,000
Punta Gorda Payment	500,000	1,500,000						2,000,000
Source of Funds to be Determined			16,068,000	3,100,000	5,250,000	16,660,000	44,260,000	85,338,000
Total CIP Funding Revenue by Source	973,000	6,981,000	27,133,000	12,170,000	22,530,000	19,340,000	44,260,000	133,387,000

Peace River Manasota Regional Water Supply Authority
FY 2017 Budget

PLANNING PROJECTS

ITEM NO.	Planning Projects	FY 2017 Expenditure	Funds Brought Forward	Other Funding	FY 2017 Assessment
1	Water Advocacy/One Water Initiative	40,000	20,000		20,000
2	Strategic Plan Implementation	50,000	20,000		30,000
3	Peace River Basin Issues	10,000			10,000
	TOTAL R/S DEVELOPMENT PROJECTS	100,000	40,000		60,000

Peace River Manasota Regional Water Supply Authority
FY 2017 Budget

WATER RATE [Authority Customers]
10/01/2016 to 09/30/2017

Total Monthly Water Charge to Customers	
[Charge per Month]	Monthly Charge = Base Rate Charge + (Water Use Charge x Actual Water Delivered)

Base Rate Charge	Totals
[Annual costs to be allocated]	
Non-Capital Cost Component	
Fixed O & M Cost Component	8,905,700
Contribution to R & R Reserve	2,000,000
Contingencies	500,000
Projected Interest Earned	(40,000)
Funds Brought Forward	(1,100,000)
Sub-Total Non-Capital Cost Component	10,265,700
Water Purchase	20,000
Total Non-Capital Cost Component	\$10,285,700
Debt Service Cost	
2010A Bonds	591,300
2010B Bonds	1,892,100
2014 Bonds	4,538,700
2015 Bonds	2,524,800
Total Debt Service	\$9,546,900
Debt Service Coverage Payments	\$1,345,290
Debt Service Contributions	
Federal Direct Payment [2010B Bonds]	(\$578,300)
County Payments	
Capital Component Charge	1,971,557
DeSoto Payment	796,000
North Port Payment to Charlotte	4,781
Total County Payments	\$2,772,338
Total Base Rate Charge	\$23,371,928

Peace River Manasota Regional Water Supply Authority
FY 2017 Budget

Annual Base Rate Charge By Customer											
	Total	Non-Capital Component	2010A Bonds	2010B Bonds	2014 Bonds	2015 Bonds	Debt Service Coverage Payment	Federal Subsidy 2010B Bonds	Capital Component Charge	DeSoto Payment	North Port Payment to Charlotte
Charlotte County	8,969,668	4,772,328	0	0	1,192,003	599,800	268,771	0	1,767,501	369,266	0
DeSoto County	482,715	200,082	6,563	0	37,222	181,319	33,766	0	8,281	15,482	0
Sarasota County	11,627,623	4,464,053	501,363	1,216,431	2,839,035	1,743,680	889,308	(371,789)	0	345,541	0
City of North Port	2,291,923	849,237	83,373	675,669	470,441	0	153,446	(206,511)	195,776	65,711	4,781
Total	\$23,371,928	\$10,285,700	\$591,300	\$1,892,100	\$4,538,700	\$2,524,800	\$1,345,290	(\$578,300)	\$1,971,557	\$796,000	\$4,781

Monthly Base Rate Charge By Customer	
Charlotte County	747,472
DeSoto County	40,226
Sarasota County	968,969
City of North Port	190,994
Total	\$1,947,661

Master Water Supply Contract Water Allocation										
Million Gallons Per Day [MGD]	Annual Average Daily [MGD]									
Charlotte County	16.100									
DeSoto County	0.675									
Sarasota County	15.060									
City of North Port	2.865									
Total	34.700									

Water Use Charge			
[Charge per 1,000 gallons]		Total	\$0.74
Water Use Rate Charge			

Peace River Manasota Regional Water Supply Authority
FY 2017 Budget

REDISTRIBUTION POOL
10/01/2016 to 09/30/2017

Redistribution Pool Water Quantities						
	(1) Water Allocation [MGD]	(2) New Water Supply [MGD]	Total Contracted Allocation [MGD]	(3) Available for Pool [MGD]	Requested from Pool [MGD]	(4) Budget Allocation [MGD]
Charlotte County	16.100	0.000	16.100	2.500	0.000	16.100
DeSoto County	0.675	0.000	0.675	0.000	0.000	0.675
Sarasota County	15.060	0.000	15.060	4.900	0.000	15.060
City of North Port	2.865	0.000	2.865	0.500	0.000	2.865
Total	34.700	0.000	34.700	7.900	0.000	34.700

Redistribution Pool Water Base Rate Charge Adjustment		
	Annual Cost [\$ /Year]	Annual Unit Cost [\$ /MGD]
Peace River Facility REP Debt Service	5,130,000	348,980
Non-Capital Component	10,285,700	296,418
DeSoto Payment	796,000	22,939
Redistribution Pool Water Base Rate		\$668,337

- (1) Peace River/Manasota Regional Water Supply Authority Master Water Supply Contract - Exhibit B 'Water Allocations' (Peace River Facility water allocations).
 (2) Peace River/Manasota Regional Water Supply Authority Master Water Supply Contract - Exhibit C 'New Water Supply Demands'.
 (3) Pool water based on Customer submittals (January 2016).
 (4) Total annual average water allocated for FY 2017 budget.

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

Peace River Manasota Regional Water Supply Authority
FY 2017 Budget

INTERCONNECT WATER CHARGE [GOVERNMENT RATE]
10/01/2016 to 09/30/2017

Water Charge to Municipalities Interconnected to Regional Transmission System	
[Charge per 1,000 Gallons]	
Water Rate	
[Charge per 1,000 Gallons]	
	Water Rate Charge in \$/1,000 gallons metered water delivery for cumulative delivery to all Interconnects up to quantity identified as 'Available from Pool' in the Redistribution Pool for the current fiscal year.
\$3.30	Water Rate Charge in \$/1,000 gallons metered water delivery for cumulative delivery to all Interconnects in excess of the quantity identified as 'Available from Pool' in the Redistribution Pool for the current fiscal year.
\$6.60	

Revenue received from these water sales will, at the discretion of the Authority Board, be applied as a credit toward the obligations of the Authority Customers apportioned to each of their allocations to the 'Available from Pool' in the Redistribution Pool for the current fiscal year. Water rate for emergency use unless Interlocal Agreement provides alternative water rate.

Peace River Manasota Regional Water Supply Authority
FY 2017 Budget

CUSTOMER PLANNING ASSESSMENT
10/01/2016 to 09/30/2017

Planning Assessments [Annual costs to be allocated]	Total	Distribution (1)		
		Water Advocacy/One Water Initiative	Strategic Plan Implementation	Peace River Basin Issues
Charlotte County	10,595	3,532	5,297	1,766
DeSoto County	2,062	687	1,031	344
Manatee County	22,300	7,433	11,150	3,717
Sarasota County	24,401	8,348	12,521	3,532
City of North Port	642	0	0	642
Total	\$60,000	\$20,000	\$30,000	\$10,000

(1) Reserve Fund Assessments will be invoiced on October 1, 2016.

Water Allocation	
[Million Gallons Per Year]	
Charlotte County	Water Allocation [MGD] 16.100
DeSoto County	Water Allocation [Percentage] 46.4%
Manatee County	1.9%
Sarasota County	0.0%
City of North Port	43.4%
Total	8.3%
	100.0%

Population	
Charlotte County	Population 165,880
DeSoto County	Population [Percentage] 17.66%
Manatee County	3.44%
Sarasota County	37.17%
City of North Port	35.32%
Total	6.42%
	100.00%

Peace River Manasota Regional Water Supply Authority
FY 2017 Budget

MEMBER FEE

10/01/2016 to 09/30/2017

Contribution Amount to be Derived			
Administrative Office Authority Support Projected Interest Earned Estimated Brought Forward - Undesignated	Totals		
	\$686,500		
	\$0		
	(\$350,000)		
Amount to be Derived		\$336,500	
Population Basis			
	*Population 4/1/2015	% of Total Population	
Charlotte County	165,880	17.66%	
DeSoto County	32,286	3.44%	
Manatee County	349,146	37.17%	
Sarasota County	392,084	41.74%	
Total	939,396	100.00%	
Weighted Contribution			
	Base Contribution	Pro Rated Share	
Charlotte County	\$42,063	\$29,710	\$71,772
DeSoto County	\$42,063	\$5,783	\$47,845
Manatee County	\$42,063	\$62,534	\$104,596
Sarasota County	\$42,063	\$70,224	\$112,286
Total Weighted Contribution			\$336,500

Member Contribution Formula:

Base Contribution = 1/2 amount to be derived divided by 4

Pro rated share = 1/2 amount to be derived times % of Population

* Source: 'Estimates o Population by County and City in Florida [Bureau of Economic and Business Research; University of Florida, April 1, 2015]

Rate Resolution

FY 2017 Budget

The Rate Resolution section provides Resolution No. 2016-05 adopted by the Board of Directors establishing rates, fees and charges for FY 2017.

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

Resolution 2016-05

RESOLUTION SETTING FORTH RATES, FEES, AND CHARGES FOR FY 2017

The Peace River Manasota Regional Water Supply Authority, created pursuant to Chapter 373.1962, Florida Statutes, and interlocal agreement pursuant to Chapter 163.01, Florida Statutes, in lawful session and in regular order of business properly presented, finds that:

WHEREAS, the Second Amended Interlocal Agreement Creating the Peace River Manasota Regional Water Supply Authority entered into on October 5, 2005 provides that:

"The Authority shall establish a final budget no later than August 15, for the ensuing Contract Year. The final budget shall include all anticipated expenditures of the Authority for its projects and activities for the ensuing Contract Year, including Operating and Maintenance Cost, Management and Planning Costs, and Debt Service Cost. As part of the budget process, the Authority shall adopt rates, fees, and charges to generate sufficient revenue to pay all budgeted expenditures on a water user basis for Authority Water Supply Facilities. Membership fees and rates shall be established annually and adopted by resolution at the time of budget adoption."; and

WHEREAS, the Authority has entered into the Peace River Manasota Regional Water Supply Authority Master Water Supply Contract with Charlotte County, DeSoto County, Manatee County, Sarasota County, and with the City of North Port on October 5, 2005 for the purpose of supplying water produced by the Authority from the Peace River Facility and new water supply sources; and

WHEREAS, the Master Water Supply Contract supersedes and replaces all prior supply contracts and provides new terms and conditions for the sale of water produced by the Authority; and

WHEREAS, the Master Water Supply Contract provides that:

"In conjunction with the Authority's annual budget development and adoption process, the Authority shall fix a Water Rate consisting of the Base Rate Charge (adjusted as necessary for customer financing), DeSoto Payment, and Water Use Charge to be paid on a monthly basis by the Customers for water furnished by the Authority. The rates are not subject to the supervision or regulation by any other commission, board, bureau, agency or other political subdivision or agency of the county or state."; and

WHEREAS, the Authority Board of Directors adopted the Tentative Budget for FY 2017 at their regularly scheduled meeting on April 6, 2016; and

WHEREAS, the Authority Board of Directors conducted a public hearing on the Budget for FY 2017 on July 28, 2016 setting forth the schedules of rates, fees and charges in compliance with Section 153.11(3) Florida Statutes; and

WHEREAS, the Authority Board of Directors adopted the Budget for FY 2017 at their regularly scheduled meeting on July 28, 2016.

NOW, THEREFORE, BE IT RESOLVED:

Section 1. The Peace River Manasota Regional Water Supply Authority does hereby set forth preliminary schedules establishing rates, fees, and charges for the period beginning October 1, 2016 through September 30, 2017 attached hereto as Exhibit A.

Section 2. Conservation Charge for Exceedance - In the event a customer should receive delivery of water in excess of their respective water allocation (as adjusted by New Water Supply Demand and/or Redistribution Pool) provided in the Master Water Supply Contract for the period beginning October 1, 2016 through September 30, 2017, the exceeding customer shall pay an additional charge, Conservation Charge for Exceedance, derived as follows unless the exceedance is the result of an emergency transfer as determined by the Authority Board, in which case no additional charge shall be placed upon the excess water usage occasioned by the emergency.

Conservation Charge for Exceedance = [Conservation Base Rate Charge] + [Conservation Water Use Rate Charge]


Conservation Base Rate Charge = $2.0 \times [\text{Exceeding customer's base rate charge}] \times [\text{the percent of water delivered in excess of their water allocation}]$

Conservation Water Use Rate Charge = $2.0 \times [\text{Water Use Rate charge per 1,000 gallons}] \times [\text{times actual water delivered in excess of exceeding customer's water allocation}]$

The additional revenue received from such exceedance will, at the discretion of the Authority Board, be applied as a credit toward the obligations of the other Customers apportioned according to each of their annual water allocations. Delivery of water shall be as recorded by the Authority's meters at the points of connection between the Authority transmission system and the distribution system of the customer.

DONE at Port Charlotte, Florida, this Twenty-Eighth day of July 2016.

Attest:


Patrick J. Lehman
Executive Director

Peace River Manasota
Regional Water Supply Authority


Christopher G. Constance
Chairman

Approved as to Form:


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

BOARD APPROVED

JUL 28 2016

Peace River Manasota
Regional Water Supply Authority

**Peace River Manasota Regional Water Supply Authority
FY 2017 Budget**

**WATER RATE [Authority Customers]
10/01/2016 to 09/30/2017**

Total Monthly Water Charge to Customers [Charge per Month]		Monthly Charge = Base Rate Charge + (Water Use Charge x Actual Water Delivered)
Base Rate Charge [Annual costs to be allocated]		Totals
Non-Capital Cost Component		
Fixed O & M Cost Component	8,905,700	
Contribution to R & R Reserve	2,000,000	
Contingencies	500,000	
Projected Interest Earned	(40,000)	
Funds Brought Forward	(1,100,000)	
Sub-Total Non-Capital Cost Component	10,265,700	
Water Purchase	20,000	
Total Non-Capital Cost Component	\$10,285,700	
Debt Service Cost		
2010A Bonds	591,300	
2010B Bonds	1,892,100	
2014 Bonds	4,538,700	
2015 Bonds	2,524,800	
Total Debt Service	\$9,546,900	
Debt Service Coverage Payments	\$1,345,290	
Debt Service Contributions		
Federal Direct Payment [2010B Bonds]	(\$578,300)	
County Payments		
Capital Component Charge	1,971,557	
DeSoto Payment	796,000	
North Port Payment to Charlotte	4,781	
Total County Payments	\$2,772,338	
Total Base Rate Charge	\$23,371,928	

Peace River Manasota Regional Water Supply Authority
FY 2017 Budget

Annual Base Rate Charge By Customer											
	Total	Non-Capital Cost Component	2010A Bonds	2010B Bonds	2014 Bonds	2015 Bonds	Debt Service Coverage Payment	Federal Subsidy 2010B Bonds	Capital Component Charge	DeSoto Payment	North Port Payment to Charlotte
Charlotte County	8,969,668	4,772,328	0	0	1,192,003	599,800	268,771	0	1,767,501	369,266	0
DeSoto County	482,715	200,082	6,563	0	37,222	181,319	33,766	0	8,281	15,482	0
Sarasota County	11,627,623	4,464,053	501,363	1,216,431	2,839,035	1,743,680	889,308	(371,789)	0	345,541	0
City of North Port	2,291,923	849,237	83,373	675,669	470,441	0	153,446	(206,511)	195,776	65,711	4,781
Total	\$23,371,928	\$10,285,700	\$591,300	\$1,892,100	\$4,538,700	\$2,524,800	\$1,345,290	(\$578,300)	\$1,971,557	\$796,000	\$4,781

Monthly Base Rate Charge By Customer										
Charlotte County	747,472									
DeSoto County	40,226									
Sarasota County	968,969									
City of North Port	190,994									
Total	\$1,947,661									

Master Water Supply Contract Water Allocation										
Million Gallons Per Day [MGD]	Annual Average Daily [MGD]									
Charlotte County	16.100									
DeSoto County	0.675									
Sarasota County	15.060									
City of North Port	2.865									
Total	34.700									

Water Use Charge			
[Charge per 1,000 gallons]	Total		
Water Use Rate Charge	\$0.74		

Peace River Manasota Regional Water Supply Authority
FY 2017 Budget

REDISTRIBUTION POOL

10/01/2016 to 09/30/2017

Redistribution Pool Water Quantities						
	(1) Water Allocation [MGD]	(2) New Water Supply [MGD]	Total Contracted Allocation [MGD]	(3) Available for Pool [MGD]	Requested from Pool [MGD]	(4) Budget Allocation [MGD]
Charlotte County	16.100	0.000	16.100	2.500	0.000	16.100
DeSoto County	0.675	0.000	0.675	0.000	0.000	0.675
Sarasota County	15.060	0.000	15.060	4.900	0.000	15.060
City of North Port	2.865	0.000	2.865	0.500	0.000	2.865
Total	34.700	0.000	34.700	7.900	0.000	34.700

Redistribution Pool Water Base Rate Charge Adjustment		
	Annual Cost [\$ / Year]	Annual Unit Cost [\$ / MGD]
Peace River Facility REP Debt Service	5,130,000	348,980
Non-Capital Component	10,285,700	296,418
DeSoto Payment	796,000	22,939
Redistribution Pool Water Base Rate		\$668,337

- (1) Peace River/Manasota Regional Water Supply Authority Master Water Supply Contract - Exhibit B 'Water Allocations' (Peace River Facility water allocations).
 (2) Peace River/Manasota Regional Water Supply Authority Master Water Supply Contract - Exhibit C 'New Water Supply Demands'.
 (3) Pool water based on Customer submittals (January 2016).
 (4) Total annual average water allocated for FY 2017 budget.

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

Peace River Manasota Regional Water Supply Authority
FY 2017 Budget

INTERCONNECT WATER CHARGE [GOVERNMENT RATE]

10/01/2016 to 09/30/2017

Water Charge to Municipalities Interconnected to Regional Transmission System	
[Charge per 1,000 Gallons]	
Water Rate	
[Charge per 1,000 Gallons]	
	Water Rate Charge in \$/1,000 gallons metered water delivery for cumulative delivery to all interconnects up to quantity identified as 'Available from Pool' in the Redistribution Pool for the current fiscal year.
	\$3.30
	Water Rate Charge in \$/1,000 gallons metered water delivery for cumulative delivery to all interconnects in excess of the quantity identified as 'Available from Pool' in the Redistribution Pool for the current fiscal year.
	\$6.60

Revenue received from these water sales will, at the discretion of the Authority Board, be applied as a credit toward the obligations of the Authority Customers apportioned to each of their allocations to the 'Available from Pool' in the Redistribution Pool for the current fiscal year. Water rate for emergency use unless Interlocal Agreement provides alternative water rate.

Peace River Manasota Regional Water Supply Authority
FY 2017 Budget

CUSTOMER PLANNING ASSESSMENT
10/01/2016 to 09/30/2017

Planning Assessments		Distribution (1)			
[Annual costs to be allocated]		Total	Water	Strategic Plan	Peace River
			Advocacy/One	Implementation	Basin Issues
			Water Initiative		
Charlotte County	10,595	3,532	5,297	1,766	
DeSoto County	2,062	687	1,031	344	
Manatee County	22,300	7,433	11,150	3,717	
Sarasota County	24,401	8,348	12,521	3,532	
City of North Port	642	0	0	642	
Total	\$60,000	\$20,000	\$30,000	\$10,000	

(1) Reserve Fund Assessments will be invoiced on October 1, 2016.

Water Allocation			
[Million Gallons Per Year]		Water Allocation [MGD]	Water Allocation [Percentage]
Charlotte County	16.100	46.4%	
DeSoto County	0.675	1.9%	
Manatee County	0.000	0.0%	
Sarasota County	15.060	43.4%	
City of North Port	2.865	8.3%	
Total	34.700	100.0%	

Population			
		Population	Population [Percentage]
Charlotte County	165,880	17.66%	
DeSoto County	32,286	3.44%	
Manatee County	349,146	37.17%	
Sarasota County	331,789	35.32%	
City of North Port	60,295	6.42%	
Total	939,396	100.00%	

Peace River Manasota Regional Water Supply Authority
FY 2017 Budget

MEMBER FEE
 10/01/2016 to 09/30/2017

Contribution Amount to be Derived		Totals
Administrative Office Authority Support		\$686,500
Projected Interest Earned		\$0
Estimated Brought Forward - Undesignated		(\$350,000)
	Amount to be Derived	\$336,500

Population Basis		
	*Population 4/1/2015	% of Total Population
Charlotte County	165,880	17.66%
DeSoto County	32,286	3.44%
Manatee County	349,146	37.17%
Sarasota County	392,084	41.74%
Total	939,396	100.00%

Weighted Contribution		
	Base Contribution	Pro Rated Share
Charlotte County	\$42,063	\$29,710
DeSoto County	\$42,063	\$5,783
Manatee County	\$42,063	\$62,534
Sarasota County	\$42,063	\$70,224
Total Weighted Contribution		\$336,500

Member Contribution Formula:

Base Contribution = 1/2 amount to be derived divided by 4

Pro rated share = 1/2 amount to be derived times % of Population

* Source: 'Estimates o Population by County and City in Florida [Bureau of Economic and Business Research, University of Florida, April 1, 2015]

Appendix A

FY 2017 Budget

Resolution 2005-08 'Resolution Setting Forth
Rate Setting Methodology'

PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY

Resolution 2005-08

RESOLUTION SETTING FORTH RATE SETTING METHODOLOGY

The Peace River/Manasota Regional Water Supply Authority, created pursuant to Chapter 373.1962, Florida Statutes, and interlocal agreement pursuant to Chapter 163.01, Florida Statutes, in lawful session and in regular order of business properly presented, finds that:

WHEREAS, the Authority has entered into a Master Water Supply Contract with DeSoto County, Charlotte County, Sarasota County, and with the City of North Port for the purpose of supplying water produced by the Authority from Authority Water Supply Facilities; and

WHEREAS, the Master Water Supply Contract provides the terms and conditions for the sale of water produced by the Authority; and

WHEREAS, the Master Water Supply Contract provides for the Water Rate to be set annual by Resolution by the Authority Board.

NOW, THEREFORE, BE IT RESOLVED:

Section 1. The Peace River/Manasota Regional Water Supply Authority does hereby set forth the following schedule, attached hereto as Exhibit A, establishing the rate setting methodology for the Water Rate resolution fixing and classifying rates, fees, and charges for the sale of water from the Authority Water Supply Facilities.

Section 2. North Port payment to Charlotte shall be in accordance with the Master Water Supply Contract Section 20.

Section 3. In the event a customer should receive delivery of water in excess of their respective water allocation provided in the Master Water Supply Contract the Authority Board shall establish within the rate resolution each year a conservation rate.

Done at Bradenton, Florida, this Fifth day of October, 2005.

Attest:


Patrick J. Lehman, P.E.
Executive Director

PEACE RIVER/MANASOTA REGIONAL
WATER SUPPLY AUTHORITY


Commissioner Patricia M. Glass
Chairman

Approved as to Form:


Douglas Manson
General Counsel



EXHIBIT A
Peace River/Manasota Regional Water Supply Authority
Master Water Supply Contract (MWSC)
Rate Setting Methodology

	Rate Component	Master Water Contract Methodology
Base Rate Charge	Capital Component Charge [Regional Water System]	Customer cost proportionate to 1991 Facility water allocation [MWSC Section 16.1, 19 and Exhibit F]
	PRO Bonds [Regional Water System]	Customer cost proportionate to PRO water allocation [MWSC Section 16.2 and Exhibit F]
	PRO Bonds [Payment for Oversized Facilities for PRO]	Customer cost per contract percentages: DeSoto 12.5% Sarasota 87.5% [MWSC Section 18.1]
	REP Bonds [Regional Water System]	Customer cost per contract percentages: Charlotte 27.21% DeSoto 0.81% Sarasota 61.72% North Port 10.26% [MWSC Section 16.1 and Exhibit F]
	REP Bonds [Payment for Oversized Facilities for REP]	Customer cost per contract percentages: DeSoto 1.1% Sarasota 85.62% North Port 13.28% [MWSC Section 18.2]
	Hydraulic Capacity Entitlement Cost	Customer cost of debt service proportionate to contract pipeline percentage or other pipeline contracts [MSWC Section 1.20, 23 and Exhibit E]
	Fixed O&M	Common Rate [Customer cost proportionate to total water allocation MWSC Section 1.6]
	DeSoto Payment [Replaces Facility Use Charge]	Customer cost of DeSoto Payment per contract payment schedule [MWSC Section 1.15 and Exhibit A]
	Contribution to R&R Reserve	Common Rate [Customer cost proportionate to total water allocation]
	Contingencies	Common Rate [Customer cost proportionate to total water allocation]
Water Use Rate Charge	Variable O&M	Common Rate [Customer cost by actual usage of metered water delivered]

Appendix B

FY 2017 Budget

Budget Policies

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

BUDGET POLICIES [2008]

Unrestricted Cash Reserve:

~~The Authority establishes a goal to maintain an unrestricted cash reserve equivalent to 25% (90 days) of the total rate related expenditures in the Authority's annual budget. [Superseded February 6, 2013]~~

Member Contribution:

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

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

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

BUDGET POLICIES [2013]

Purpose and Intent:

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

General Considerations:

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

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

BUDGET POLICIES [2013]

1. Unrestricted Cash Reserve Policy [Redefine Existing Policy]:

Utility Reserve Fund:

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

2. Rate Stabilization:

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

3. Renewal and Replacement Fund:

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

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

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

BUDGET POLICIES [2013]

4. Debt Service Coverage:

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

The Authority establishes a policy to budget for debt service coverage of 150% to assure compliance with bond covenants and maintain the highest possible credit ratings that can be achieved without compromising the mission of the Authority and meeting all contractual obligations. Debt service coverage is budgeted based on each customer's respective debt obligation. Funds budgeted for debt service coverage for each customer is to be maintained on behalf of that customer.

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

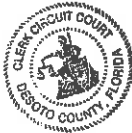
Moneys in the Revenue Account shall first be used each month to deposit in the General Fund [aka Operation, Maintenance and Administration Fund] such sums as are necessary to pay operations and maintenance costs for the ensuing month; provided the Authority may transfer moneys from the Revenue Account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

Appendix C

FY 2016 Budget

Second Amended Inerlocal Agreement Creating the
Peace River Manasota Regional Water Supply Authority
(October 2005)

BARBARA T. SCOTT, CLERK, CHARLOTTE COUNTY
OR BOOK 2803, PGS 1475-1800 28 PGS
REGTR # 1480386
Doc Type: AGR, Recorded 11/17/2005 at 03:34 PM
Rec. Fee: \$222.50
Certified By: VICTORIAH Dos. 8:1



FL#2005012975 B 570 P 781
REC NO. 07528506341

FILED AND RECORDED
DATE 10/18/2005 TH 08:33
MITZIE W. MCBAYIC CLERK
CD:DESOTO ST:FL

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2005235135 26 PGS
2005 OCT 19 12:45 PM
KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FLORIDA
HJAMES REC1P18701662

Return to:
Douglas Manson, Reg.
Carey, O'Malley, Whitaker & Manson, P.A.
712 S. Oregon Avenue
Tampa, Florida 33606

SECOND AMENDED INTERLOCAL AGREEMENT CREATING THE PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY

THIS SECOND AMENDED INTERLOCAL AGREEMENT CREATING THE PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY ("Agreement"), entered into this 5th day of October, 2005, by and between CHARLOTTE COUNTY, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, the governing board thereof ("Charlotte"); DESOTO COUNTY, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, the governing board thereof ("DeSoto"); MANATEE COUNTY, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, the governing board thereof ("Manatee"); and SARASOTA COUNTY, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, the governing board thereof ("Sarasota") (collectively, the "Counties").

OR BOOK 02072 PAGES 1915 - 1940
MANATEE COUNTY CLERK COURT
26 PAGES(8)
RECORDED; 10/28/2005 1:26:30

pursuant to the provisions of Section 373.1962, Florida Statutes, and pursuant to the provisions of Section 163.01, Florida Statutes; and

WHEREAS, it is recognized and found by the Counties that the provision of potable water and the protection of water resources can best be accomplished by maintaining a regional water supply authority whose primary function shall be to ensure future water supply and the development, recovery, storing and supplying of water resources for county or municipal purposes in such a manner as will give priority to encouraging conservation and reducing adverse environmental effects of excessive or improper withdrawals of water from concentrated areas; and

NOW, THEREFORE, in consideration of the foregoing premises, which shall be deemed an integral part of this Agreement, and of the mutual covenants and agreements hereafter set forth, Charlotte, DeSoto, Manatee and Sarasota intending to be legally bound hereby agree as follows:

1. **DEFINITIONS.** In the absence of a clear implication otherwise, capitalized terms used in this Agreement shall have the following meanings:

- 1.1. **Authority.** The Peace River/Manasota Regional Water Supply Authority.
- 1.2. **Authority Board.** The Authority's governing body.
- 1.3. **Authority Water Supply Facilities.** All real property, interest in real property, fixtures, personal property, wells, treatment systems, pumps, pipes, storage facilities, reservoirs, aquifer storage and recovery facilities, water transmission mains, any future expansion of said facilities and appurtenant or associated installations owned, leased or otherwise controlled by the Authority and used for the supply of potable water.

WITNESSETH:

FL#2005012975 B 570 P 782
REC NO. 07528506341

WHEREAS, Charlotte, DeSoto, Manatee and Sarasota find it is in the public interest and welfare to enter into this Second Amended Interlocal Agreement relating to the governance of the Peace River/Manasota Regional Water Supply Authority ("Authority"); and

WHEREAS, the Authority was first established by Charlotte, DeSoto, Manatee, Sarasota and Hardee Counties on February 26, 1982 through an Interlocal Agreement entered on the same date (the "1982 Interlocal"); and

WHEREAS, as a result of Hardee County's withdrawal from the Authority, Charlotte, DeSoto, Manatee and Sarasota entered into a new Interlocal Agreement, which superseded the 1982 Interlocal and reestablished the Authority on February 1, 1984 (the "1984 Interlocal"); and

WHEREAS, on May 21, 1991, the Counties entered into that certain "Amended Interlocal Agreement Creating the Peace River/Manasota Regional Water Supply Authority" (the "1991 Interlocal"), which superseded the 1984 Interlocal and incorporated the commitments made by the Counties in the Memorandum of Intent, attached as Exhibit "C" to the 1991 Interlocal; and

WHEREAS, in order to more effectively address the responsibilities and obligations of the Counties with respect to the growth and development of a regional water supply, the Counties desire to enter into this Second Amended Interlocal Agreement for the Peace River/Manasota Regional Water Supply Authority, which shall supersede and replace the 1991 Interlocal; and

WHEREAS, Charlotte, DeSoto, Manatee and Sarasota wish to set forth this Agreement among themselves with respect to the Peace River/Manasota Regional Water Supply Authority

1.4. **Capital Component Charge.** For any Contract Year, the charge established by resolution of the Authority for payment to Charlotte for the transfer of the Peace River Regional Water Treatment Facility. The Capital Component Charge shall be assessed pursuant to the Master Water Supply Contract.

1.5. **Contract Year.** The period between execution of the Contract and September 30, 2005, and each fiscal year of the Authority (beginning on each October 1, and ending on the immediately following September 30) thereafter during the term of this Contract.

1.6. **Customer(s).** Manatee, DeSoto, Charlotte, Sarasota and the City of North Port.

1.7. **Debt Service Cost.** For any Contract Year, all costs including reserve or coverage requirement, if any, incurred by the Authority during such Contract Year in connection with the Authority Water Supply Facilities for principal payments, Capital Component Charge, interest payments, redemption premiums, if any, and service charges with respect to payment of Obligations.

1.8. **Director.** A Member's appointed representative on the Authority Board.

1.9. **Exclusive Provider Customer.** A subset of Customers that designate the Authority as the exclusive provider of new potable water in the Master Water Supply Contract or similar agreement. Generally, the Exclusive Provider Customer agrees not to develop any additional Water Supply Sources unless the Authority and the Exclusive Provider Customer mutually agree to enter into a joint project to develop a new Water Supply Source. The Exclusive Provider Customer may sell or transfer any or all of its existing Water Supply Facilities to the Authority, but shall not sell or transfer existing Water Supply Facilities otherwise. The Exclusive Provider Customer shall be irrevocably committed to pay for the Water Allocation assigned to it by the Authority. If the Exclusive Provider Customer meets its

payment obligations under the Master Water Supply Contract or similar agreement, the Authority shall have the absolute and unequivocal obligation to develop and provide potable water to the Customer based upon its permissible future potable water demand.

1.10. Financing Documents. Any resolution or resolutions of the Authority, as well as any indenture of trust, trust agreement or similar document relating to the issuance or security of the Obligations.

1.11. Management and Planning Costs. Costs incurred by the Authority for management functions including, but not limited to, keeping records, recording and distribution of minutes, meeting announcements and coordination of respective member staff input and planning functions including but not limited to feasibility studies, planning processes, collecting and analyzing data, identifying and analyzing potential new Water Supply Sources, and planning related to developing, expanding or interconnecting regional transmission pipelines.

1.12. Master Water Supply Contract. The Peace River Manasota Regional Water Supply Authority Master Water Supply Contract executed concurrently with this Agreement and as may be amended in the future.

1.13. Member(s). Members of the Authority. This term refers jointly to Charlotte, DeSoto, Manatee and Sarasota.

1.14. Obligation(s). A series of bonds or other evidence of indebtedness, including but not limited to, Financing Documents, notes, commercial paper, capital leases or any other debt of the Authority issued or incurred.

1.15. Operating and Maintenance Cost. For any Contract Year, all costs budgeted and reserves established by the Authority for operating, maintaining and securing the Authority Water Supply Facilities during such Contract Year, including, but not limited to: a)

5

water use permit or individual water use permit issued by the Southwest Florida Water Management District or any entity.

1.18. Quorum. A Quorum shall consist of any three (3) Directors out of the four (4) Directors currently comprising the Authority Board.

1.19. Regional Water System. All real property, interest in real property, fixtures, personal property, wells, buildings, treatment system, pumps, pipes, storage facilities, reservoir(s), aquifer storage and recovery facilities and appurtenant or associated facilities owned by Authority, excluding the Regional Transmission System.

1.20. SWFWMD. The Southwest Florida Water Management District.

1.21. Water Allocation. The portion of the Regional Water System allotted to a Customer pursuant to the Master Water Supply Contract.

1.22. Water Supply Facilities. All real property, interest in real property, fixtures, personal property, wells, treatment systems, pumps, pipes, storage facilities, reservoirs, aquifer storage and recovery facilities, water transmission mains, any future expansion of said facilities and appurtenant or associated installations owned, leased or otherwise controlled by Charlotte, DeSoto, Manatee, Sarasota or the Authority and used for the provision of potable water supply.

1.23. Water Supply Source. Any project, construction, acquisition, transfer or transaction creating a new water source or expanding an existing water source for use by the Authority, Charlotte, Sarasota, Manatee or DeSoto.

2. FORMATION. The Authority was established on February 26, 1982 and has remained in continuous existence since that date. The Authority was created pursuant to Sections 373.196, 373.1962 and 163.01, Florida Statutes, and other applicable law.

7

personnel, staffing and operating costs of the Authority related to the operation, maintenance and security of the Authority Water Supply Facilities; b) the general and administrative costs of the Authority related to the operation, maintenance and security of the Authority Water Supply Facilities; c) minor capital expenditures of the Authority for items such as tools, parts, and other equipment and vehicles necessary for the operation, maintenance and security of the Authority Water Supply Facilities; and d) all costs incurred in obtaining and maintaining the Permits for the Authority Water Supply Facilities.

1.16. Peace River Regional Water Treatment Facility ("the 1991 Facility"). All real property, interest in real property, fixtures, personal property, wells, buildings, treatment systems, pumps, pipes, storage facilities, reservoirs, aquifer storage facilities and appurtenant or associated facilities located in DeSoto and Sarasota, which were transferred by Charlotte to the Authority pursuant to that certain "Acquisition Agreement" dated May 21st, 1991 by and among the Authority, Charlotte, DeSoto, Manatee, Sarasota and the Southwest Florida Water Management District, and any expansion of said facilities undertaken pursuant to that certain "Peace River Water Supply Contract" dated May 21st, 1991 by and among the Authority, Charlotte, DeSoto, Manatee and Sarasota. The foregoing notwithstanding, this term shall not include the construction, acquisition or use of any groundwater production wells. "Groundwater production wells" shall not include facilities withdrawing water from the Peace River through the use of horizontal wells not more than 50 feet deep or aquifer storage and recovery wells.

1.17. Permits. All licenses, permits, authorizations or other approvals from any government or governmental agency, whether federal, state, regional or local, necessary or convenient for the acquisition, construction, expansion and operation of Water Supply Facilities and Water Supply Sources, including but not limited to any general water use permit, temporary

6

3. TERRITORY. The geographic territory of the Authority consists of all of DeSoto County, Florida, Manatee County, Florida and Sarasota County, Florida and that portion of Charlotte County, Florida located within the territorial boundaries of the Southwest Florida Water Management District.

4. AUTHORITY BOARD. All powers, privileges and duties vested in or imposed on the Authority shall be exercised and performed by and through a governing body in accordance with the following:

4.1. Name. The governing body of the Authority shall be designated and known as the Authority Board.

4.2. Composition of the Authority Board. The Authority Board shall be composed of the Member representatives of the Authority. Each Member shall duly appoint one Director to the Authority Board. Such appointment shall be at the sole discretion of the appointing Member and shall be a member of the appointing Member's Board of County Commissioners. A Member may appoint an alternate Director to the Authority Board and such alternate shall have the power to vote in the absence of the primary designated Director. Alternate Directors do not have to be members of the appointing Member's Board of County Commissioners. Appointments to the Authority Board shall serve at the pleasure of the appointing Member.

4.3. Voting Procedure. All votes on questions, orders, resolutions, regulations, budgets or other decisions coming before the Authority Board shall be conducted as follows:

4.3.1. Each Member shall have one vote to be exercised by the Director or the alternate Director.

8

4.3.2. No Member shall use its authority under this Section to impede the Authority's ability to operate the Authority Water Supply Facilities.

4.3.3. A majority vote of the Members shall be necessary for any Authority Board action.

4.4. **Authority Board Officers.** The Authority Board shall elect one Director as chairman and one Director as vice-chairman. The chairman shall preside at Authority Board meetings and shall execute all contracts and other legal documents on behalf of the Authority. The chairman shall be elected for the term of one (1) year. If the chairman shall cease to be a Director or shall for any reason be unable to serve as chairman, a successor shall be elected by the Authority Board for the unexpired portion of the term. The vice-chairman shall be elected for a term of one (1) year and shall assume all of the duties of the chairman in his/her absence. If neither the chairman nor vice-chairman is in attendance or both are unwilling or unable to chair a meeting at which a Quorum is present, the Authority Board may elect a chairman pro-tem for the duration of that meeting.

4.5. **Power of the Authority Board.** All powers, privileges and duties vested in or upon the Authority shall be exercised and performed by and through the Authority Board in accordance with this Section; provided, however, the exercise of any and all executive, administrative and ministerial powers may be delegated by the Authority Board to any of its officers, staff, employees, agents or designees, which delegation may be redelegated or withdrawn by the Authority Board. The Authority Board shall fix and publish to the Members the time and place or places at which its regular meetings shall be held, and shall provide for the calling and holding of special meetings at the request of any Member upon appropriate notice.

9

terms and conditions as the Authority Board shall deem necessary and prudent and to improve such land or lands so acquired in any manner which promotes or has a tendency to promote the public good of the region and which relate to the duties and authority specified in this Agreement; and

5.6. The right to exercise the power of eminent domain in the manner provided by law for the condemnation of real property for public use, to acquire title to such interest in real property as is necessary to the exercise of the powers herein granted, except any property held by a Member; and

5.7. The right to apply for and receive Permits; and

5.8. The authority to borrow money, issue bonds and other types of securities, mortgage, pledge or otherwise encumber any of the Authority's property or assets upon terms and conditions to be determined by the Authority Board. This power shall be full and complete in all respects in order to promote, construct, accomplish, maintain, and operate any of the public purposes or projects enumerated in this Section; provided, however, that the power to borrow money and issue water revenue bonds shall be limited to requiring only those parties who voluntarily consent to pay back any borrowed money or pledge their water revenue to the payment of any issued Authority bonds; and

5.9. The right to adopt and enforce reasonable rules and regulations or procedures pertaining to the use, acquisition, maintenance, development, operation, or disposal of any of the services, facilities, or projects enumerated or authorized in this Section; and

5.10. The right to acquire, to do, and to perform all things enumerated in this Section separately or in conjunction with a county, municipality or other political subdivision of the state whether the same is within or without the territorial limits of the Authority; and

11

The Authority Board shall adopt rules, regulations, resolutions and orders for conducting its business.

4.6. **Compensation of Directors.** Directors shall serve without compensation, but shall be reimbursed for per diem and travel in accordance with Section 112.061, Florida Statutes.

5. **GENERAL POWERS OF THE AUTHORITY.** In addition to and supplementing any other privileges, benefits and powers granted by Section 163.01, Florida Statutes, the Authority shall have the following powers and duties:

5.1. The right to exercise any and all provisions or powers granted to the Authority by Section 373.1962, Florida Statutes, said provisions being incorporated by reference herein, and whatever rules, regulations, resolutions, by-laws, and organization necessary to perform the intended functions of the Authority. The procedures for conducting any elections or referenda required and the qualifications of an elector shall be as provided by Chapters 97 through 106, Florida Statutes, known as "The Florida Election Code;" and

5.2. The full and complete right to contract; and

5.3. The authority to prescribe, fix, maintain, and regulate fees, charges, or rents for the use of any of the Authority facilities or services by persons or things at the discretion of the Authority Board; and

5.4. The right to lease, as lessor or lessee, to or from any person, firm, corporation association or body, public or private, facilities or property of any nature for the use of the Authority to carry out any of the purposes authorized by this Agreement; and

5.5. The right to acquire land, submerged lands and properties, real or personal or interests therein by purchase, gift, or otherwise, and to hold or dispose of same upon such

10

5.11. The authority to employ a staff and such other technical assistants and other employees as the Authority Board shall determine to be necessary; and

5.12. The right to conduct and pay for studies, plans, and designs to effectuate the purpose of the Authority, which action may include, but is not limited to, work plans for providing existing or new water supply and for expansion, staffing plans, and financing plans as provided pursuant to this Agreement; and

5.13. The right to enter into interlocal agreements or other contracts with public or private entities, if necessary, for the purpose of selling or purchasing water; and

5.14. The right to produce and supply water on a regional basis; provided, however, the Authority shall not engage in local distribution of water; and

5.15. The right to enter into contracts with public or private entities for provision of assistance in planning, financing and constructing any and all facilities and services as determined appropriate and desirable by the Authority Board; provided however, the Authority shall not enter into any management contract with respect to Authority Water Supply Facilities, which jeopardizes the tax exempt status of any revenue bonds issued by Members regarding said facilities; and

5.16. The right to secure funding and to contract for appropriate engineering and financial feasibility studies to evaluate the applicability of the Authority assuming responsibility for the production and supply of water on a regional basis or to further effectuate the purposes of the Authority; and

5.17. The right to maintain an office at such place or places within the territorial boundary of the Authority as the Authority Board may designate; and

12

5.18. The right to employ and compensate such personnel, consultants and technical and professional assistants as the Authority Board shall deem necessary to exercise the Authority's powers and to perform the duties set forth in this Agreement; and

5.19. The right to accept and receive, utilize or expend, in furtherance of its functions, funds, grants, and services from the federal government or its agencies, from departments, agencies and instrumentalities of state, municipal, county, or other local governments, or from private or civic sources; and

5.20. The right to invest any surplus money in the Authority treasury, including such money in any sinking fund or other fund established for the purpose of providing for the payment of the principal or interest of any bonded or other indebtedness or for any other purpose, not required for the immediate necessities of the Authority, in its bond, or in treasury notes, or bonds, of the United States, or of this state, and such investment may be made by direct purchase of any issue of such bonds, or treasury notes, or part thereof, at the original sale of the same, or by subsequent purchase of such bonds or treasury notes. Any bonds or treasury notes thus purchased and held may from time to time, be sold and the proceeds reinvested in bonds or treasury notes, as above provided. Sales of any bonds or treasury notes thus purchased and held shall, from time to time, be made in season so that the proceeds may be applied to the purposes for which the money, with which the bonds or treasury notes were originally purchased, were placed in the treasury of the Authority; and

5.21. The right to have and exercise such powers as are reasonably implied herefrom and necessary and proper to carry out the objectives and purposes of the Authority; and

5.22. The right to provide other services as may be agreed upon by the Members through amendment of this Agreement.

13

9. **WITHDRAWAL FROM THE AUTHORITY.** A Member may withdraw from the Authority only upon giving the other Members one hundred and eighty (180) days prior written notice of its intention to withdraw. Any Member who withdraws from the Authority shall continue to be responsible for any financial or contractual obligations it has specifically assumed while a Member of the Authority, including but not limited to the withdrawing Member's obligations under the Master Water Supply Contract and any subsequent amendments, contracts or agreements between the Members and the Authority.

10. **NEW MEMBERS.** Admission of new Members to the Authority and any amendment of this Agreement to reflect said new Members shall be by unanimous vote of the Authority Board.

11. **AMENDMENT.** This Agreement may be amended in writing executed by all the then current Authority Members in the same manner as this Agreement.

12. **PRIOR AGREEMENTS.** All negotiations, proposals and agreements prior to the date of this Agreement, including but not limited to the Interlocal Agreement of February 26, 1982, the Interlocal Agreement of February 1, 1984, the Memorandum of Intent and the Amended Interlocal Agreement Creating the Peace River/Manasota Regional Water Supply Authority dated May 21, 1991 are superseded. This Agreement shall constitute the entire interlocal agreement of the Members with respect to the formation, general powers and general obligations of the Authority. The foregoing notwithstanding, this Agreement shall not supersede the Master Water Supply Contract which shall be read in pari material with this Agreement.

13. **BUDGETS.** The Authority shall establish its budgets in the following manner:

13.1. **Tentative Budgets.** The Authority shall establish a tentative budget no later than May 15, for the ensuing Contract Year. The tentative budget shall include all

15

6. **FUNDING FOR MANAGEMENT AND PLANNING.** It is acknowledged that Management and Planning Costs of the Authority may be obtained from the Customers in a manner determined by the Authority Board, and that additional funds available for Management and Planning Costs shall be sought by the Authority from the federal and state government, including but not limited to the Florida Department of Environmental Protection, Florida Department of Community Affairs, the Southwest Florida Water Management District, the Basin Boards of the Southwest Florida Water Management District and appropriate utilities and agencies.

7. **EXISTING OPERATION.** The Customers shall have a preferential right to purchase water from the Authority.

8. **PROVISION OF NEW WATER SUPPLY.** The Authority will develop new potable water supply for Customers as set forth in the Master Water Supply Contract and paid for by the Customer in advance, or the Authority may finance the required funds based upon the Customer's irrevocable commitment to pay the required amount contained in the Master Water Supply Contract or similar agreement.

8.1. **Election of Exclusive Provider Status.** A Customer's election to become an Exclusive Provider Customer shall be declared in the Master Water Supply Contract. The Master Water Supply Contract provides the specific guideline for implementation of this Section.

8.2. **Customer Consent.** Pursuant to Section 22 of the Master Water Supply Contract, the Authority must have the written consent of the governing body of a Customer in whose jurisdiction the Authority intends to expand, acquire, develop, construct or operate new Authority Water Supply Facilities.

14

anticipated expenditures of the Authority for its projects and activities for the ensuing Contract Year, including Operating and Maintenance Cost, Management and Planning Costs, and Debt Service Cost. As part of the budget process, the Authority shall adopt rates, fees, and charges to generate sufficient revenue to pay all budgeted expenditures on a water user basis for Authority Water Supply Facilities. Membership fees and rates shall be established annually and adopted by resolution at the time of budget adoption.

13.2. **Final Budgets.** The Authority shall establish a final budget and corresponding rate resolution no later than August 15 for the ensuing Contract Year. The final budget shall include all anticipated expenditures of the Authority for its projects and activities for the ensuing Contract Year, including, but not necessarily limited to, Operating and Maintenance Cost, Management and Planning Costs, and Debt Service Cost.

13.3. **Budget Adoption Procedure.** The Authority's tentative budget shall be adopted at a regularly scheduled meeting in accordance with normal notice and procedure requirements applicable to such meeting. The Authority's final budget shall be adopted at a public hearing preceded by published notice in a newspaper of general circulation within the territorial boundaries of each of the Authority's Members. This notice shall be published one time only at least fourteen (14) days prior to the public hearing. Additionally, the Authority shall provide copies of the tentative budget and all supporting documentation to its Members at least thirty (30) days prior to the public hearing. The public shall be given a reasonable opportunity to address the Authority Board.

13.4. **Audit.** At the close of each Contract Year, the Authority shall have an audit performed of all of its accounts by an independent certified public accounting firm.

16

14. **DEFAULT AND REMEDY.** The Members agree the sole remedy for a breach of this Agreement shall be specific performance. However, nothing in this Section shall limit the Authority's remedies to recover payments due for the provision of water pursuant to the Master Water Supply Contract.

15. **DISSOLUTION OR MODIFICATION OF THE AUTHORITY.** Should the Authority be adjudged bankrupt or insolvent or dissolved by law or other proceeding, or transferred or assigned to another governmental agency or body, or if the Legislature of the State of Florida changes (a) the composition of the current Members of the Authority or (b) the method of determining the composition of the Members of the Authority or the Directors of the Authority Board, other than as set forth in this Agreement, then the Authority Water Supply Facilities and shall be transferred by operation of law to those Members holding a Water Allocation in the Authority Water Supply Facilities in proportion to the sum of all Water Allocations in their boundaries under the Master Water Supply Contract; provided, the Members receiving any ownership interests in the Authority Water Supply Facilities shall continue making payments, when due, on their applicable portion, as computed directly above, of any and all Obligations.

16. **RECLASSIFICATION OF THE PEACE RIVER.** The Authority shall not use its formation or existence as grounds for requesting the Florida Department of Environmental Protection to reclassify all or any portion of the Peace River as an Outstanding National Resource Water, an Outstanding Florida Water or Class I Water as those terms are defined and used in Florida Administrative Code.

17

Agreement, except for any bond holders and/or credit enhancers relating to revenue bonds issued with respect to Authority Water Supply Facilities owned, leased or otherwise controlled by the Authority.

22. **WAIVER.** Unless otherwise specifically provided by the terms of this Agreement, no delay or failure to exercise a right resulting from any breach of this Agreement shall impair such right or shall be construed to be a waiver thereof, but such right may be exercised from time to time and as often as may be deemed expedient. Any waiver shall be in writing and signed by the party granting such waiver. If any representation, warranty or covenant contained in this Agreement is breached by any party and thereafter waived by another party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive, either expressly or impliedly, any other breach under this Agreement.

23. **SECTION CAPTIONS AND REFERENCES.** The section headings and captions contained herein are included for convenience only and shall not be considered part of this Agreement or affect in any manner its construction or interpretation. Except as otherwise indicated, all references herein to sections are to sections of this Agreement.

24. **SEVERABILITY.** In the event that any provision of this Agreement shall, for any reason, be determined invalid, illegal or unenforceable in any respect the parties hereto shall negotiate in good faith and agree to such amendments, modifications or supplements of this Agreement or such other appropriate actions as shall, to the maximum extent practicable in the light of such determination implement and give effect to the intentions of the parties as reflected herein, and the other provisions of this Agreement, as amended, modified, supplemented or otherwise affected by such action, shall remain in full force and effect.

19

17. **APPLICABLE LAW AND VENUE.** The laws of the State of Florida shall govern the validity, interpretation, construction and performance of this Agreement and venue for any suit involving this Agreement shall be in Hillsborough County, Florida.

18. **ASSIGNMENT.** No assignment, delegation, transfer or novation of this Agreement or any part thereof shall be made unless approved in writing by all Members.

19. **NOTICES.** All notices, demands, requests and other communications hereunder shall be deemed sufficient and properly given, if in writing and delivered in person to the following address or sent by certified or registered mail or by overnight delivery, postage prepaid with return receipt requested, at such addresses; provided, if such notices, demands, requests or other communications are sent by mail, they shall be deemed as given on the third day following such mailing which is not a Saturday, Sunday or a day on which United States mail is not delivered: the Authority Executive Director's Office, the Charlotte County Administrator's Office, the DeSoto County Administrator's Office, the Manatee County Administrator's Office and the Sarasota County Administrator's Office. The Authority or any Member may, by like notice, designate any further or different address to which subsequent notices shall be sent. Any notices hereunder signed on behalf of the notifying party by a duly authorized attorney at law shall be valid and effective to the same extent as if signed on behalf of such party by a duly authorized officer or employee.

20. **RELATIONSHIP OF THE PARTIES.** Nothing herein shall be deemed to constitute any Member as a partner or joint venturer, or to create any fiduciary relationship among the Members.

21. **THIRD PARTY BENEFICIARIES.** No right or cause of action shall accrue upon or by reason hereof, or for the benefit of any person not expressly named as a party in this

18

25. **ATTORNEYS FEES AND COST.** In the event there is a breach of this Agreement and it becomes necessary for any party to employ the services of an attorney either to enforce the Agreement or pursue other remedies, with litigation or adversarial administrative proceedings, the losing party or parties shall pay to the successful party or parties reasonable attorney's fees and such reasonable costs and expenses as are incurred in enforcing the Agreement or pursuing other remedies.

26. **FURTHER ASSURANCES.** The Members each shall use all reasonable efforts to provide such information, execute such further instruments and documents and take actions as may be reasonably requested by another party and not inconsistent with the provisions of this Agreement and not involving the assumption of obligations or liabilities different from, in excess of or in addition to those expressly provided for in this Agreement to carry out the intent of this Agreement.

27. **CONSENTS.** To the extent the consent of any party to this Agreement is required as a condition to the action of other parties, such consent shall not be unreasonably withheld.

28. **EXECUTION OF DOCUMENTS.** This Agreement shall be executed in fifteen (15) duplicate originals, any of which shall be regarded for all purposes as an original and all of which shall constitute one and the same instrument. A true and correct copy of this Agreement and any subsequent amendments shall be recorded with the clerk of the circuit court in Charlotte, DeSoto, Manatee and Sarasota Counties.

29. **SOVERIGN IMMUNITY.** The Members intend to avail themselves of the benefits of Sections 768.28 and 163.01(9)(c), Florida Statutes, and of other statutes and common law governing sovereign immunity to the fullest extent possible. In accordance with Section 163.01(5)(o), Florida Statutes, the Members are not jointly liable for the torts of the officers or

20

FLH2005012975 B 570 P1002
REC NO. 07528506341

employees of the Authority, or any other tort attributable to the Authority, and that only the Authority shall be liable for torts attributable to it or for torts of its officers or employees, and then only to the extent of the waiver of sovereign immunity or limitation of liability specified in Section 768.28, Florida Statutes. The Members intend the Authority to have all the privileges and immunities from liability and exemptions from laws, ordinances, rules and common law which apply to the municipalities and counties of the State of Florida. Nothing in this Agreement is intended to inure to the benefit of any third-party for the purposes of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

30. **AMBIGUITY.** The parties agree that each one has played an equal part in the negotiation and drafting of this Agreement, and in the event of any ambiguity should be asserted or realized in the interpretation or construction of this Agreement, the result of such ambiguity shall be equally assumed and realized by each party.

IN WITNESS WHEREOF, Charlotte, DeSoto, Manatee and Sarasota have executed this Contract on the day, month and year first above written.

WITNESS:

CHARLOTTE COUNTY
BOARD OF COUNTY COMMISSIONERS

By: [Signature]
Sara J. Devos, Chairman
Date: 9/29/15

Approved as to form:

Attorney for Charlotte County
Janette S. Knowlton

LR 205-43

ATTEST:
Barbara E. Seatz, Clerk of Circuit
Court and Ex-Officio Clerk to the
Board of County Commissioners

John L. Bahl

STATE OF FLORIDA
COUNTY OF CHARLOTTE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State of _____ and in the County of _____ to take acknowledgements, personally appeared, Sara J. Devoes, to me known to be the person described in and who executed the foregoing instrument on behalf of the Charlotte County, and _____, acknowledged before me that _____, executed same as a free act and deed for the uses and purposes therein stated.

WITNESS my hand and official seal in the County and State last aforesaid this 29th day of September, 2005.

Stacey K. Miller
Notary Public, My
Commission
Expires:

NOTARY PUBLIC STATE OF FLORIDA
Stacey K. Miller
Commission # DD-48509

NOTARY PUBLIC STATE OF FLORIDA
 Stacey K. Miller
 Commission # DD448505
 Expires JULY 07, 2009
 Notarial Third Atlantic Bookings Co., Inc.

20

22

FLWZ005012975 B 570 P1003
REC NO. 0752B506341

FL#2005012975 B 570 P1004
REC NO. 07528506341

Second Amended Interlocal Agreement Creating the Fox River/Menasha Regional Water Supply Authority

WITNESS:

DESOTO COUNTY

Craig M Coffey
London, Ontario

By: Ronald D. Neach
Date: September 13, 2005

Approved as to form:

 Attorney for DeSoto County

WITNESS:

MANATEE COUNTY

By: [Signature]
Date: 9/20/05

Approved as to form:
Not applicable
 Attorney for Manatee County

ATTEST: R. B. SHORE
Clerk of the Circuit Court
By: Susan R. Moore

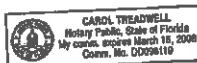


STATE OF FLORIDA
COUNTY OF DESOTO

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State
aforesaid and in the County aforesaid to take acknowledgements, personally appeared,
RONALD P. NEADS, to me known to be the person described in
and who executed the foregoing instrument on behalf of the DeSoto County, and
RONALD P. NEADS, acknowledged before me that
RONALD P. NEADS, executed same as a free act and deed for
the uses and purposes therein stated.

WITNESS my hand and official seal in the County and State last aforesaid this 15th day of September, 2005.

Carol Greadwell
Notary Public, My
Commission
Expires: _____



STATE OF FLORIDA
COUNTY OF MANATEE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared, _____, to me known to be the person described in and who executed the foregoing instrument on behalf of the Manatee County, _____, acknowledged before me that _____, executed same as a free act and deed for the uses and purposes therein stated.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 2005.

Notary Public, My
Commission
Expires:

23

24

WITNESS:

James H. Schneider
Shirley H. Hargis

Approved as to form:

John W. Williams
Attorney for Sarasota County

SARASOTA COUNTY

By: Paul H. Mercier

Date: 9-28-2005



STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared, PAUL H. MERCIER, to me known to be the person described in and who executed the foregoing instrument on behalf of the Sarasota County, and Shirley H. Hargis, acknowledged before me that she, executed same as a free act and deed for the uses and purposes therein stated.

WITNESS my hand and official seal in the County and State last aforesaid this 28th day of SEPTEMBER, 2005.

John W. Williams
Notary Public, My
Commission
Expires:

25

[THIS PAGE INTENTIONALLY LEFT BLANK]

PEACE RIVER/MANASOTA REGIONAL
WATER SUPPLY AUTHORITY

WITNESS:

Edward Yates
Linda Stewart

Approved as to form:

Edward Yates
Attorney for Peace River/Manasota
Regional Water Supply Authority

Date: October 5, 2005



STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared, Patricia M. Glass, to me known to be the person described in and who executed the foregoing instrument on behalf of the Peace River/Manasota Regional Water Supply Authority, and Patricia M. Glass, acknowledged before me that Patricia M. Glass, executed same as a free act and deed for the uses and purposes therein stated.

WITNESS my hand and official seal in the County and State last aforesaid this 5th day of October, 2005.

Edward Yates
Notary Public, My
Commission
Expires:



26

[THIS PAGE INTENTIONALLY LEFT BLANK]

Appendix D

FY 2016 Budget

Master Water Supply Contract
(October 2005, as amended August 2015)

Linda Stewart
9415 Town Center Parkway
Lakewood Ranch, FL 34202

SECOND AMENDMENT TO PEACE RIVER/MANASOTA REGIONAL WATER
SUPPLY AUTHORITY MASTER WATER SUPPLY CONTRACT

THIS SECOND AMENDMENT TO PEACE RIVER/MANASOTA REGIONAL
WATER SUPPLY AUTHORITY MASTER WATER SUPPLY CONTRACT ("Second
Amendment") is made and entered into as of the 5th day of AUGUST, 2015, by and
between the PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY,
a regional water supply authority created and existing pursuant to Sections 373.713 and 163.01,
Florida Statutes, and other applicable law, acting by and through its governing board
("Authority"); MANATEE COUNTY, a political subdivision of the State of Florida, acting by
and through its Board of County Commissioners ("Manatee"); CHARLOTTE COUNTY, a
political subdivision of the State of Florida, acting by and through its Board of County
Commissioners, ("Charlotte"); DE SOTO COUNTY, a political subdivision of the State of
Florida, acting through its Board of County Commissioners, ("DeSoto"); SARASOTA
COUNTY, a political subdivision of the State of Florida, acting by and through its Board of
County Commissioners, ("Sarasota"); and the CITY OF NORTH PORT, a municipal
corporation of the State of Florida, acting by and through its Board of City Commissioners,
("North Port") (collectively "Customers").

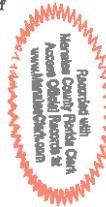
WITNESSETH:

WHEREAS, the Authority and Customers entered into the Peace River/Manasota
Regional Water Supply Authority Master Water Supply Contract effective October 5, 2005
("MWSC") and entered into a First Amendment to Peace River/Manasota Regional Water
Supply Authority Master Water Supply Contract on June 4th, 2008; and

WHEREAS, the Authority and Charlotte County entered into an Interlocal Agreement
Resolving 1991 Rebuild Project Dispute ("Settlement") on November 25, 2014. This Settlement,
in part, provides for Charlotte County and the Authority to cooperate to modify certain
provisions of the MWSC including changing the definition of the term "Renewal and
Replacement Costs" and modifying portions of Exhibit B entitled Water Allocation for Sarasota
and City of North Port; and,

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2015080517 (15 1418)
BOOK 1, PAGE 812, 813
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FL

CHARLOTTE COUNTY CLERK OF CIRCUIT COURT
OR BOOK 3088 PAGE 812 PAGE 1 OF 13
INSTR # 2015080517 (15 1418)
RECORDED 8/20/2015 at 12:03 PM
FILED FOR RECORDING 8/12/15
CLERK BY: MICHELLE



13

Customers in accordance with Exhibit "A", the DeSoto Payment and remit it to DeSoto. If the
quantities of water allocated to the Authority under SWFWMD Water Use Permit Number
20010420.008 are modified and Authority Customer's Water Allocation in Exhibit "B" is
amended for more than 34.7 MGD (Annual Average Daily) or if additional entities become
Customers of the Authority, then the amount and methodology of the DeSoto Payment to be paid
shall be readressed by all Parties to the Contract."

2.5. Exhibit "A" of the MWSC, entitled Water Allocation is deleted in its
entirety and replaced with the Exhibit "A" table attached to this Second Amendment.

IN WITNESS WHEREOF, the Authority, Manatee, Charlotte, DeSoto, Sarasota, and
North Port have caused this Second Amendment to be executed effective as of the date first
above written.

IN WITNESS WHEREOF, have executed this Second Amendment on the day, month
and year first above written.



PEACE RIVER MANASOTA REGIONAL
WATER SUPPLY AUTHORITY

By: [Signature]
John Chappie, Chairman

Date: August 5, 2015

Approved as to form:

General Counsel for Peace River Manasota
Regional Water Supply Authority

BOARD APPROVED

AUG - 5 2015

Peace River Manasota
Regional Water Supply Authority

WHEREAS, pursuant to the MWSC, each Customer submitted to the Authority a report
which identified its projections for Authority Supplied Water and the quantity of water it shall
purchase from the Authority in the designated Contract Year. The New Water Supply Demands
in Exhibit "C" of the MWSC provides for the quantity of water each Customer is irrevocably
committed to purchase from the Authority, and the Authority agrees to supply such water; and

WHEREAS, the Customers have sought to modify the MWSC to remove all request for
additional water from Exhibit "C" of the MWSC; and

WHEREAS, the MWSC may only be amended by in writing duly executed by the
Authority, Manatee, Charlotte, DeSoto, Sarasota and North Port and pursuant to the terms and
conditions of the MWSC.

NOW, THEREFORE, in consideration of the foregoing recitals, Authority and the
Customers agree as follows:

1. Integration of Rights. The foregoing recitals are true and correct and are
incorporated herein by reference.

2. Amendments.

2.1 Exhibit "B" of the MWSC, entitled Water Allocation is deleted in its
entirety and replaced with the Exhibit "B" table attached to this Second Amendment.

2.2 Exhibit "C" of the MWSC, entitled "New Water Supply Demands" and
previously modified by the First Amendment to Peace River/Manasota Regional Water Supply
Authority Master Water Supply Contract dated June 4th, 2008, is deleted in its entirety and
replaced with the Exhibit "C" table attached to this Second Amendment.

2.3 The definition of Renewal and Replacement Costs at provision 1.36 of the
MWSC is deleted in its entirety and replaced with the following: "1.36 Renewal and
Replacement Costs. The capital expenditures set forth in the annual budget approved by the
Authority for the ordinary renewal, replacement, upgrade and betterment of the Authority Water
Supply Facilities. Renewal and Replacement Costs do not include capital expenditures associated
with the expansion or addition of water treatment, storage, pumping or transmission capacity."

2.4 Paragraph 16.7 DeSoto Payment shall be deleted in its entirety and
replaced with the following: "16.7 DeSoto Payment. The Authority shall collect from its

2

STATE OF FLORIDA
COUNTY OF MANATEE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State
aforesaid and in the County aforesaid to take acknowledgements, personally appeared, John
Chappie, to me known to be the person described in and who executed the foregoing instrument
on behalf of the Peace River Manasota Regional Water Supply Authority and John Chappie,
acknowledged before me that John Chappie, executed same as a free act and deed for the uses
and purposes therein stated.

WITNESS my hand and official seal in the County and State last aforesaid this 5th day
of August, 2015.

Notary Public
My Commission Expires:



Ann Lee
COMMISSION # 114288
EXPIRES 08/05/16
www.AARONOTARY.COM

BOARD OF COUNTY COMMISSIONERS
OF CHARLOTTE COUNTY
By: William A. Hines
Chairman
Date: July 14, 2015

ATTEST:
Barbara T. Scott, Clerk of Circuit
Court and Ex-Officio Clerk to the
Board of County Commissioners

By: Barbara T. Scott
Deputy Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

Janelle S. Knowlton
Janelle S. Knowlton, County Attorney

STATE OF FLORIDA
COUNTY OF CHARLOTTE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State
aforesaid and in the County aforesaid to take acknowledgements, personally appeared,
W. G. Trux, to me known to be the person described in and who executed the
foregoing instrument on behalf of Charlotte County, and NA
acknowledged before me that W. G. Trux, executed same as a free act and deed for
the uses and purposes therein stated.

WITNESS my hand and official seal in the County and State last aforesaid this 14th
day of July, 2015.



Bonnie A. Storer
Notary Public
My Commission Expires: 7/6/17

5

MANATEE COUNTY
BOARD OF COUNTY COMMISSIONERS

By: Wally Bouda
Chair
Date: June 16, 2015

ATTEST: R. B. SHORE
Clerk of Circuit Court

By: R. B. Shore
Deputy Clerk

STATE OF FLORIDA
COUNTY OF MANATEE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State
aforesaid and in the County aforesaid to take acknowledgements, personally appeared,
Betsy Bouda, to me known to be the person described in and who executed the
foregoing instrument on behalf of Manatee County, and Shirley
acknowledged before me that Shirley, executed same as a free act and deed
for the uses and purposes therein stated.

WITNESS my hand and official seal in the County and State last aforesaid this Monday
day of June, 2015.



Kathleen C. Ellis
Notary Public
My Commission Expires: 6-17-2015

7

DEBOTO COUNTY
BOARD OF COUNTY COMMISSIONERS

WITNESS:
Mandy J. Hines
Mandy J. Hines

By: Mandy J. Hines
Chair
Date: May 26, 2015

Approved as to form:
Donald J. Hines
Attorney for DeSoto County

STATE OF FLORIDA
COUNTY OF DESOTO

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State
aforesaid and in the County aforesaid to take acknowledgements, personally appeared,
Gabriel Duane, to me known to be the person described in and who executed the
foregoing instrument on behalf of DeSoto County, and Borr
acknowledged before me that Gabriel Duane, executed same as a free act and deed for
the uses and purposes therein stated.

WITNESS my hand and official seal in the County and State last aforesaid this 3rd
day of June, 2015.

Jill Thompson
Notary Public
My Commission Expires:



6

WITNESS:
Chad Mahony

Approved as to form:
Chad Mahony
Attorney for Sarasota County

SARASOTA COUNTY
BOARD OF COUNTY COMMISSIONERS

By: Chad Mahony
Chair
Date: 6/1/15

STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State
aforesaid and in the County aforesaid to take acknowledgements, personally appeared,
Raymond J. Mason, to me known to be the person described in and who executed the
foregoing instrument on behalf of Sarasota County, and Shirley
acknowledged before me that Shirley, executed same as a free act and deed
for the uses and purposes therein stated.

WITNESS my hand and official seal in the County and State last aforesaid this 7th
day of June, 2015.

Stephen D. Mann
Notary Public
My Commission Expires:



EXHIBIT "A"

DeSoto Payment Schedule
(approved 2015)

WITNESS:

CITY OF NORTH PORT

Sixth Street
Small House

By: *Roy D. Jones*
Name: *6-8-15*

Approved as to form:

Attorney for City of North Port

ATTEST:

Helen M. Raimbeau, MMC
City Clerk

STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared, *Raymond D. Jones*, to me known to be the person described in and who executed the foregoing instrument on behalf of the City of North Port, and acknowledged before me that *Raymond D. Jones* executed same as a free act and deed for the uses and purposes therein stated.

WITNESS my hand and official seal in the County and State last aforesaid this *8th* day of *June*, 2015.



Notary Public
My Commission Expires: *11/24/17*

DeSoto Payment (Annual Assessment)					
Contract Fiscal Year	Charlotte County	DeSoto County	Sarasota County	City of North Port	Total
FY05	\$368,564	\$15,889	\$101,111	\$34,436	\$520,000
FY06	\$368,564	\$15,889	\$101,111	\$34,436	\$520,000
FY07	\$368,564	\$15,889	\$101,111	\$34,436	\$520,000
FY08	\$368,564	\$15,889	\$101,111	\$34,436	\$520,000
FY09	\$361,403	\$15,424	\$177,073	\$44,346	\$598,247
FY10	\$363,140	\$15,341	\$244,396	\$53,586	\$676,463
FY11	\$369,266	\$15,482	\$303,326	\$61,927	\$750,000
FY12	\$369,266	\$15,482	\$303,326	\$61,927	\$750,000
FY13	\$369,266	\$15,482	\$303,326	\$61,927	\$750,000
FY14	\$369,266	\$15,482	\$303,326	\$61,927	\$750,000
FY15	\$369,266	\$15,482	\$303,326	\$61,927	\$750,000
FY16	\$369,266	\$15,482	\$345,541	\$65,711	\$796,000
Remaining Years	\$369,266	\$15,482	\$345,541	\$65,711	\$796,000

EXHIBIT "B"

Water Allocation
(approved 2015)

Annual Average Daily (MGD)					
Contract Fiscal Year	Charlotte County	DeSoto County	Sarasota County	City of North Port	Total
FY05	12.525	0.535	3.048	1.192	17.300
FY06	12.758	0.550	3.500	1.192	18.000
FY07	12.758	0.550	3.500	1.192	18.000
FY08	12.758	0.550	3.500	1.192	18.000
FY09	13.895	0.593	6.808	1.705	23.001
FY10	15.031	0.635	10.116	2.218	28.000
FY11	16.100	0.675	13.225	2.700	32.700
FY12	16.100	0.675	13.225	2.700	32.700
FY13	16.100	0.675	13.225	2.700	32.700
FY14	16.100	0.675	13.225	2.700	32.700
FY15	16.100	0.675	13.225	2.700	32.700
FY16	16.100	0.675	15.060	2.865	34.700
Remaining Years*	16.700	0.675	15.060	2.865	34.700

Peak Monthly Average Day (MGD)					
Contract Fiscal Year	Charlotte County	DeSoto County	Sarasota County	City of North Port	Total
FY05	15.090	0.642	3.658	3.146	22.476
FY06	15.310	0.660	4.200	3.146	23.316
FY07	15.310	0.660	4.200	3.146	23.316
FY08	15.310	0.660	4.200	3.146	23.316
FY09	16.187	0.690	7.931	3.146	27.954
FY10	17.512	0.740	11.785	3.146	33.183
FY11	18.757	0.786	15.407	3.146	38.096
FY12	18.757	0.786	15.407	3.146	38.096
FY13	18.757	0.786	15.407	3.146	38.096
FY14	18.757	0.786	15.407	3.146	38.096
FY15	18.757	0.786	15.407	3.146	38.096
FY16	19.320	0.810	18.084	3.438	41.652
Remaining Years*	19.320	0.810	18.084	3.438	41.652

Maximum Day (MGD)					
Contract Fiscal Year	Charlotte County	DeSoto County	Sarasota County	City of North Port	Total
FY05	17.533	0.740	4.267	3.780	26.331
FY06	17.861	0.770	4.900	3.780	27.311
FY07	17.861	0.770	4.900	3.780	27.311
FY08	17.861	0.770	4.900	3.780	27.311
FY09	19.453	0.830	9.531	3.780	33.594
FY10	21.043	0.889	14.162	3.780	39.874
FY11	22.540	0.945	18.515	3.780	45.780
FY12	22.540	0.945	18.515	3.780	45.780
FY13	22.540	0.945	18.515	3.780	45.780
FY14	22.540	0.945	18.515	3.780	45.780
FY15	22.540	0.945	18.515	3.780	45.780
FY16	22.540	0.945	21.084	4.011	48.580
Remaining Years*	22.540	0.945	21.084	4.011	48.580

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

*Remaining Years means the remaining years of the term of this MWSC.

EXHIBIT "C"
New Water Supply Demands
(approved 2015)

Annual Average Daily Quantity (MGD)						
Fiscal Year	Charlotte County	DeSoto County	Manatee County	Sarasota County	City of North Port	Total
FY15	0.000	0.000	0.000	0.000	0.000	0.000
FY16	0.000	0.000	0.000	0.000	0.000	0.000
FY17	0.000	0.000	0.000	0.000	0.000	0.000
FY18	0.000	0.000	0.000	0.000	0.000	0.000
FY19	0.000	0.000	0.000	0.000	0.000	0.000
FY20	0.000	0.000	0.000	0.000	0.000	0.000
FY21	0.000	0.000	0.000	0.000	0.000	0.000
FY22	0.000	0.000	0.000	0.000	0.000	0.000

Peak Month Average Daily Quantity (MGD)						
Fiscal Year	Charlotte County	DeSoto County	Manatee County	Sarasota County	City of North Port	Total
FY15	0.000	0.000	0.000	0.000	0.000	0.000
FY16	0.000	0.000	0.000	0.000	0.000	0.000
FY17	0.000	0.000	0.000	0.000	0.000	0.000
FY18	0.000	0.000	0.000	0.000	0.000	0.000
FY19	0.000	0.000	0.000	0.000	0.000	0.000
FY20	0.000	0.000	0.000	0.000	0.000	0.000
FY21	0.000	0.000	0.000	0.000	0.000	0.000
FY22	0.000	0.000	0.000	0.000	0.000	0.000

Maximum Daily Quantity (MGD)						
Fiscal Year	Charlotte County	DeSoto County	Manatee County	Sarasota County	City of North Port	Total
FY15	0.000	0.000	0.000	0.000	0.000	0.000
FY16	0.000	0.000	0.000	0.000	0.000	0.000
FY17	0.000	0.000	0.000	0.000	0.000	0.000
FY18	0.000	0.000	0.000	0.000	0.000	0.000
FY19	0.000	0.000	0.000	0.000	0.000	0.000
FY20	0.000	0.000	0.000	0.000	0.000	0.000
FY21	0.000	0.000	0.000	0.000	0.000	0.000
FY22	0.000	0.000	0.000	0.000	0.000	0.000

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

Peace River Manasota
841 W. Main St. Suite 100
Bradenton, FL 34202

FIRST AMENDMENT TO PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY
AUTHORITY MASTER WATER SUPPLY CONTRACT

THIS FIRST AMENDMENT TO PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY MASTER WATER SUPPLY CONTRACT (this "Amendment") is made and entered into as of the 4th day of JUNE, 2008, by and between the PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY, a regional water supply authority created and existing pursuant to Sections 373.196, 373.1962 and 163.01, Florida Statutes, and other applicable law, acting by and through its Board of Directors, the governing board thereof ("Authority"); MANATEE COUNTY, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, the governing board thereof ("Manatee"); CHARLOTTE COUNTY, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, the governing board thereof ("Charlotte"); DeSOTO COUNTY, a political subdivision of the State of Florida, acting through its Board of County Commissioners, the governing board thereof ("DeSoto"); SARASOTA COUNTY, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, the governing board thereof ("Sarasota"); and the CITY OF NORTH PORT, a municipal corporation of the State of Florida, acting by and through its Board of City Commissioners, the governing board thereof ("North Port") (collectively "Customers").

BARBARA T. SCOTT, CLERK, CHARLOTTE COUNTY
OR BOOK 3287, PGS 2011-2019 9 PGS
INSTR # 177052
Doc Type AGR, Recorded 06/09/2008 at 09:51 AM
Rec. Fee: \$70.00
Cashiered By: TRICIAH Doc # 1

WITNESSETH:

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2008079467 9 PGS
2008 JUN 10 09:29 AM
KAREN E. RUSHORE
CLERK OF THE CIRCUIT COURT
3000 BT & BOWEN BLVD
DOURSEY Rec'd: 6/10/08 5:53

WHEREAS, the Authority and Customers entered into the Regional Water Supply Authority Master Water Supply Contract effective October 5, 2005 (the "Agreement"); and

WHEREAS, pursuant to the Agreement, each Customer submitted to the Authority a report which identified its projections for Authority Supplied Water, each Customer identified that quantity of water it shall purchase from the Authority in the designated Contract Year. For the initial time period through Contract Year 2013, the New Water Supply Demands in Exhibit "C" was the water each Customer irrevocably committed to purchase from the Authority, and the Authority agreed to supply such water; and

ret: 2008140359-3 Date: 6/18/2008 Time: 2:50 PM
Doc Stamp: Deed 0 CO
Doc: 00, Nithe McGavin, DeSoto County Page 1 of 5

OR BOOK 02264 PAGES 3341 - 3349
MANATEE COUNTY CLERK COURT
9 PAGES (S)
RECORDED: 6/24/2008 8:34:40

WITNESS:

Shannon Staub
Edward Yates

Approved as to form:

Shannon Staub
Attorney for Peace River Manasota Regional
Water Supply Authority

STATE OF FLORIDA
COUNTY OF MANATEE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared, Shannon Staub, to me known to be the person described in and who executed the foregoing instrument on behalf of the Peace River Manasota Regional Water Supply Authority and Shannon Staub, acknowledged before me that Shannon Staub, executed same as a free act and deed for the uses and purposes therein stated.

WITNESS my hand and official seal in the County and State last aforesaid this 4th day of June, 2008

Edward Yates
Notary Public, My
Commission
Expires March 17, 2012
Edward Yates
Commission 00760115
Expires March 17, 2012
Notary Public State of Florida

WHEREAS, at the time Customers submitted their New Water Supply Demands to the Authority in 2005, Customers were experiencing rapid population growth and intense development; and

WHEREAS, the Customers have since submitted their New Water Supply Demands to the Authority in 2008, the rapid population growth and intense development previously experienced by the Customers has declined; and

WHEREAS, the Agreement may only be amended by a writing duly executed by the Authority, Manatee, Charlotte, DeSoto, Sarasota and North Port and pursuant to the terms and conditions of the Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, Authority and the Customers hereby agree as follows:

1. **Incorporation of Recitals.** The foregoing recitals are true and correct and are incorporated herein by reference.

2. **Amendments.**
2.1 Exhibit "C" of the Agreement, entitled "New Water Supply Demands" is hereby deleted in its entirety and replaced with the amended Exhibit "C" attached to this amendment.

3. **Ratification.** The terms and conditions of the Agreement, as amended by this Amendment, are hereby ratified and confirmed by the parties.

IN WITNESS WHEREOF, the Authority, Manatee, Charlotte, DeSoto, Sarasota, and North Port have caused this Amendment to be executed effective as of the date first above written.

IN WITNESS WHEREOF, have executed this Contract on the day, month and year first above written.

BOARD OF COUNTY COMMISSIONERS
OF CHARLOTTE COUNTY
By: *Thomas C. D'Aprile*
Date: _____
Thomas C. D'Aprile, Chairman

ATTEST:
Barbara T. Scott, Clerk of Circuit
Court and Ex-Officio Clerk to the
Board of County Commissioners
By: *Barbara T. Scott*
5-13-08 Deputy Clerk June 2008-048

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

Janeth S. Stewart
Janeth S. Stewart, County Attorney
LR 208-43

STATE OF FLORIDA
COUNTY OF CHARLOTTE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared, *Tom D'Aprile*, to me known to be the person described in and who executed the foregoing instrument on behalf of Charlotte County, and acknowledged before me that *Tom D'Aprile*, executed same as a free act and deed for the uses and purposes therein stated.

WITNESS my hand and official seal in the County and State last aforesaid this 14th day of May, 2008.

Bonnie S. Storer
Notary Public
My Commission Expires: _____
NOTARY PUBLIC STATE OF FLORIDA
Bonnie S. Storer
Commission # 0147969
Expires: JULY 05, 2009
Boonick-Turn-Johnson-Rodriguez Co., Inc.

May 2 / 2008

WITNESS:

[Signature]
Carol Headwell

Approved as to form:

[Signature]
Attorney for DeSoto County

STATE OF FLORIDA
COUNTY OF FLORIDA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared, Carol Headwell, to me known to be the person described in and who executed the foregoing instrument on behalf of DeSoto County, and Carol Headwell, acknowledged before me that Carol Headwell, executed same as a free act and deed for the uses and purposes therein stated.

WITNESS my hand and official seal in the County and State last aforesaid this 16th day of May, 2008.

[Signature]
Notary Public, My
Commission
Expires:

BETTY PHILLIPS
Notary Public, State of Florida
My comm. expires Dec. 16, 2011
Comm. No. DD741978

DESOTO COUNTY
BOARD OF COUNTY COMMISSIONERS

By: [Signature]

Date: May 16, 2008

MANATEE COUNTY
BOARD OF COUNTY COMMISSIONERS

WITNESS:

[Signature]

Date: May 16, 2008

Approved as to form:

Attorney for Manatee County

ATTEST: R. B. BISHOP
CLERK OF CIRCUIT COURT
[Signature]



STATE OF FLORIDA
COUNTY OF MANATEE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared, [Signature], to me known to be the person described in and who executed the foregoing instrument on behalf of Manatee County, and [Signature], acknowledged before me that [Signature], executed same as a free act and deed for the uses and purposes therein stated.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 2008

Notary Public, My
Commission
Expires:

6

WITNESS:

[Signature]
Deborah Shaffer
Paula J. Winston

Approved as to form:

[Signature]
Attorney for Sarasota County

STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared, Sharon Stalder, to me known to be the person described in and who executed the foregoing instrument on behalf of Sarasota County, and Sharon Stalder, acknowledged before me that Sharon Stalder, executed same as a free act and deed for the uses and purposes therein stated.

WITNESS my hand and official seal in the County and State last aforesaid this 28th day of May, 2008

[Signature]
Notary Public, My
Commission
Expires:



7

WITNESS:

[Signature]
Ida Strong
[Signature]
Luisa Hale

Approved as to form:

[Signature]
Attorney for City of North Port

STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared, Fred E. Jones, III, to me known to be the person described in and who executed the foregoing instrument on behalf of the City of North Port, and Fred E. Jones, III, acknowledged before me that Fred E. Jones, III, executed same as a free act and deed for the uses and purposes therein stated.

WITNESS my hand and official seal in the County and State last aforesaid this 5th day of May, 2008



Notary Public, My
Commission
Expires:

8

EXHIBIT "C"
New Water Supply Demands

Annual Average Daily Quantity (MGD)						
Fiscal Year	Charlotte County	DeSoto County	Manatee County	Sarasota County	City of North Port	Total
FY08	0.000	0.000	0.000	0.000	0.250	0.250
FY09	0.000	0.000	0.000	0.000	0.250	0.250
FY10	0.000	0.032	0.000	0.000	0.250	0.282
FY11	0.000	0.123	0.000	0.000	0.250	0.373
FY12	0.000	0.279	0.000	0.000	0.250	0.529
FY13	0.000	0.409	0.000	0.000	0.400	0.809
FY14	1.658	0.539	0.000	0.000	0.500	2.697
FY15	1.658	0.763	0.000	0.000	0.500	2.921

Peak Month Average Daily Quantity (MGD)						
Fiscal Year	Charlotte County	DeSoto County	Manatee County	Sarasota County	City of North Port	Total
FY08	0.000	0.000	0.000	0.000	0.400	0.400
FY09	0.000	0.000	0.000	0.000	0.400	0.400
FY10	0.000	0.036	0.000	0.000	0.400	0.436
FY11	0.000	0.148	0.000	0.000	0.400	0.548
FY12	0.000	0.335	0.000	0.000	0.400	0.735
FY13	0.000	0.481	0.000	0.000	0.600	1.081
FY14	1.990	0.647	0.000	0.000	1.000	3.637
FY15	1.990	0.916	0.000	0.000	1.000	3.906

[THIS PAGE INTENTIONALLY LEFT BLANK]

Maximum Daily Quantity (MGD)						
Fiscal Year	Charlotte County	DeSoto County	Manatee County	Sarasota County	City of North Port	Total
FY08	0.000	0.000	0.000	0.000	0.500	0.500
FY09	0.000	0.000	0.000	0.000	0.500	0.500
FY10	0.000	0.045	0.000	0.000	0.500	0.545
FY11	0.000	0.172	0.000	0.000	0.500	0.672
FY12	0.000	0.391	0.000	0.000	0.500	0.891
FY13	0.000	0.573	0.000	0.000	1.000	1.573
FY14	2.321	0.755	0.000	0.000	1.500	4.576
FY15	2.321	1.088	0.000	0.000	1.500	4.899

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

[THIS PAGE INTENTIONALLY LEFT BLANK]

[THIS PAGE INTENTIONALLY LEFT BLANK]



FILED AND RECORDED
DATE 10/18/2005 TH 08:38
MITZIE W. McSAVIE, CLERK
CORRECTOR 57171

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 200528134 64 PGS
2005 OCT 19 12:45 PM
KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FLORIDA
HUNTER RECD#701662



**PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY
MASTER WATER SUPPLY CONTRACT**

THIS CONTRACT, entered into this 5th day of October, 2005, by and between the **PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY**, a regional water supply authority created and existing pursuant to Sections 373.196, 373.1962 and 163.01, Florida Statutes, and other applicable law, acting by and through its Board of Directors, the governing board thereof ("Authority"); **MANATEE COUNTY**, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, the governing board thereof ("Manatee"); **CHARLOTTE COUNTY**, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, the governing board thereof ("Charlotte"); **DESOTO COUNTY**, a political subdivision of the State of Florida, acting through its Board of County Commissioners, the governing board thereof ("DeSoto"); **SARASOTA COUNTY**, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, the governing board thereof ("Sarasota"); and the **CITY OF NORTH PORT**, a municipal corporation of the State of Florida, acting by and through its Board of City Commissioners, the governing board thereof ("North Port") (collectively "Customers").

OR BOOK 02072 PAGES 1941 - 2004
MANATEE COUNTY CLERK COURT
64 PAGES(8)
RECORDED: 10/28/2005 1:26:31



according to the terms and conditions of this Contract; and

WHEREAS, recognizing the benefits provided by the REP and future Water Supply Sources, the Customers and the Authority agree that the Authority shall implement a common Debt Service Cost for the Water Rate only for the REP and all future Water Supply Source projects of the Authority; and

WHEREAS, the Customers desire that the Authority facilitate the transfer of Authority water among Customers, with such transfers being made through the Authority at the same Water Rate assessed by the Authority; and

WHEREAS, this Contract is intended to constitute the entire agreement of the Authority, Manatee, Charlotte, DeSoto, Sarasota and North Port with respect to the Water Allocations and the terms and conditions contained herein; and

NOW, THEREFORE, in consideration of the foregoing premises, which shall be deemed an integral part of this Contract and of the mutual covenants and agreements hereafter set forth, the Authority and the Customers intending to be legally bound hereby agree as follows:

1. **DEFINITIONS.** In the absence of a clear implication otherwise, capitalized terms used in this Contract and in the attached exhibits shall have the following meanings:

- 1.1 **Annual Average Daily Quantity.** The total water quantity provided by the Authority to a Customer in a Contract Year divided by 365 as set by its Water Allocation.
- 1.2 **Authority.** The Peace River/Manasota Regional Water Supply Authority.
- 1.3 **Authority Board.** The Authority's governing body.
- 1.4 **Authority Water Supply Facilities.** All real property, interest in real property, fixtures, personal property, wells, treatment systems, pumps, pipes, storage facilities, reservoirs, aquifer storage and recovery facilities, water transmission mains, any future expansion of said facilities and appurtenant or associated installations owned, leased or otherwise controlled by the Authority and used for the provision of potable water supply.
- 1.5 **Available Water.** That portion of a Customer's Water Allocation that is temporarily available to other Customers.
- 1.6 **Base Rate Charge.** For any Contract Year, the rate established by resolution of the Authority for payment of the Authority Obligations, Bond Coverage Costs, Debt Service Costs, Charlotte Oversized Facilities Payment, Capital Component Charge, Hydraulic

WITNESSETH:

WHEREAS, the Authority was created for the purpose of developing, storing and supplying water for county and municipal purposes and exists pursuant to the Second Amended Interlocal Agreement Creating the Peace River/Manasota Regional Water Supply Authority executed concurrent with this Contract; and

WHEREAS, the Authority has determined that the potable water supply needs for citizens residing within Charlotte, Manatee, DeSoto and Sarasota Counties and North Port, can best be met in whole or in part by expanding the Authority Water Supply Facilities, in a cooperative and coordinated manner; and

WHEREAS, the Authority and the Customers agree it is necessary to expend the Peace River Regional Water Treatment Facility to be known as the Regional Expansion Program ("REP"), as more specifically set forth in Exhibit "G" and incorporated herein by reference in order to provide a total of 32.7 MGD of water to meet the water supply needs of the Authority's Customers; and

WHEREAS, it is the intent of the Parties that this Contract govern the operation, maintenance, alteration, replacement and expansion of the Authority Water Supply Facilities; and

WHEREAS, the Authority has applied and the Southwest Florida Water Management District ("SWFWMD") has provided New Water Source Initiative funds to assist in development and construction of the REP; and

WHEREAS, the Authority and its Customers recognize that as a result of increased Customers' demands, the REP will not satisfy all future Customers' demands and the Authority has begun developing other water supplies; and

WHEREAS, Manatee has adopted Resolution No. R-05-106 on June 7, 2005 conditionally requesting the development of potable water by the Authority for Manatee beginning January of 2014; and

WHEREAS, expansions to the Authority Water Supply Facilities and the design and construction of new Water Supply Sources may be financed for the Customer(s) through the issuance of Authority revenue bonds, capital contributions from the Customer(s), capital contributions from SWFWMD, or other governmental grants, or any combination thereof; and

WHEREAS, the Customers desire to purchase water from the Authority according to the terms and conditions of this Contract, and the Authority desires to provide the Customers water

Pipeline Capacity Entitlement Cost and Renewal and Replacement Costs for the Authority Water Supply Facilities. The Base Rate Charge also includes the Fixed Operations and Maintenance Costs budgeted by the Authority for expanding, operating, repair and replacement, maintaining and securing the Authority Water Supply Facilities regardless of the quantity of water, if any, being produced or delivered by the Authority, with such fixed costs being assessed proportionately in accordance with the Annual Average Daily Water Allocation.

- 1.7 **Bond Coverage Costs.** The costs of providing the coverage requirements established by the Financing Documents.
- 1.8 **Capital Component Charge.** For any Contract Year, the charge established by resolution of the Authority for payment of the Capital Component Charge paid to Charlotte for the transfer of the Peace River Regional Water Treatment Facility. The Capital Component Charge shall be assessed by the percentages in Exhibit "F" for the Peace River Regional Water Treatment Facility.
- 1.9 **Charlotte Oversized Facilities Payment.** The 1991 Facility was stated to possess certain components that had a larger capacity than the 1991 Facility treatment capacity. Charlotte acquired the 1991 Facility then transferred to the Authority the entire 1991 Facility. However, payment for the oversized components was deferred until the Authority used these oversized components. Under the PRO and REP, the Authority will pay for all the remaining oversized components.
- 1.10 **Conservation Rate.** For any Contract Year, the charge established by resolution by the Authority to any Customer that exceeds its Water Allocation set forth in Exhibit "B".
- 1.11 **Contract Year.** The period between execution of the Contract and September 30, 2005, and each fiscal year of the Authority (beginning on each October 1, and ending on the immediately following September 30) thereafter during the term of this Contract.
- 1.12 **Customers.** Manatee, DeSoto, Charlotte, Sarasota and North Port.
- 1.13 **Debt Service Cost(s).** For any Contract Year, all costs including reserve or coverage requirement, if any, incurred by the Authority during such Contract Year in connection with the Authority Water Supply Facilities for principal payments, interest payments, redemption premiums, if any, and service charges with respect to payment of Obligations.

- 1.14 Delivery Point(s). The point(s) of connection between the Regional Transmission System and the distribution system of the Customers to this Contract having a Water Allocation. The Delivery Point(s) for each Customer is attached hereto as Exhibit "D."
- 1.15 DeSoto Payment. For any Contract Year, an amount included in the Water Rate, transmitted by the Authority to DeSoto in the amounts set forth on Exhibit "A" for the term of the Contract. The DeSoto Payment as defined herein supersedes the "Facility Use Cost" as defined in Section 1.8 of the Peace River Regional Water Supply Contract dated May 21, 1991.
- 1.16 Exclusive Provider Customer. A subset of Customers that includes only DeSoto in this Master Water Supply Contract.
- 1.17 Financing Documents. Any resolution or resolutions of the Authority, as well as any indenture of trust, trust agreement or similar document relating to the issuance or security of the Obligations.
- 1.18 Fixed Operating and Maintenance Costs. All operating and maintenance costs and expenses other than Variable Operating and Maintenance Costs incurred by the Authority for the operation, maintenance, management, security and development of the Authority Water Supply Facilities.
- 1.19 Hydraulic Capacity Entitlement. The Hydraulic Capacity Entitlement for the Regional Transmission System for each Customer is attached as Exhibit "E."
- 1.20 Hydraulic Capacity Entitlement Cost. The debt service cost associated with Customers' Hydraulic Capacity Entitlement.
- 1.21 Maximum Daily Quantity. The maximum water quantity to be provided by the Authority to a Customer for any given day as set by its Water Allocation.
- 1.22 Member Governments. Members of the Authority. This term refers jointly to Charlotte, DeSoto, Manatee and Sarasota.
- 1.23 MGD. Million gallons per day.
- 1.24 New Water Supply Demands. The new water supplies the Authority is committed by this Contract to develop and complete to meet Customer demands as shown on Exhibit "C" as updated annually pursuant to Section 11.
- 1.25 Obligation(s). A series of bonds or other evidence of indebtedness, including but not limited

5

Allocation.

- 1.30 Permits. All licenses, permits, authorizations or other approvals from any government or governmental agency, whether federal, state, regional or local, necessary or convenient for the acquisition, construction, expansion and operation of Water Supply Facilities and Water Supply Sources, including but not limited to any general water use permit, temporary water use permit or individual water use permit issued by the Southwest Florida Water Management District or any entity.
- 1.31 PRO. The Amended Peace River Option Water Supply Contract dated March 8th, 1996 that expanded the Peace River Regional Water Treatment Facility by adding 6 MGD annual average daily quantity of water to the System Capacity.
- 1.32 Redistribution Pool. A depository of each Customer's Available Water for any Contract Year for purchase by all Customers.
- 1.33 Regional Transmission System. Those facilities, including appurtenant and associated facilities, owned by the Authority pertaining to the delivery and measurement of potable water to the Customers of the Authority including but not limited to primary transmission pipes, real property, interest in real property, fixtures and personal property. Regional Transmission System does not include the Aquifer, Storage and Recovery ("ASR") system or its connecting piping.
- 1.34 Regional Water System. All real property, interest in real property, fixtures, personal property, wells, buildings, treatment system, pumps, pipes, storage facilities, reservoir(s), aquifer storage and recovery facilities and appurtenant or associated facilities owned by the Authority, excluding the Regional Transmission System.
- 1.35 Renewal and Replacement Charges. The charges established by the Authority for the exclusive purpose of funding renewals and replacements of the Authority Water Supply Facilities. The charges will be established to satisfy the requirements of the Authority's Obligations and shall be set forth in the annual budget approved by the Authority for the ordinary renewal, replacement, upgrade and betterment of the Authority Water Supply Facilities.
- 1.36 Renewal and Replacement Costs. The capital expenditures set forth in the annual budget approved by the Authority for the ordinary renewal, replacement, upgrade, and betterment of

7

to, Financing Documents, notes, commercial paper, capital leases or any other debt of the Authority issued or incurred.

- 1.26 Operating and Maintenance Cost(s). For any Contract Year, all costs budgeted and reserves established by the Authority for operating, maintaining and securing the Authority Water Supply Facilities during such Contract Year, including, but not limited to: a) personnel, staffing and operating costs of the Authority related to the operation, maintenance and security of the Authority Water Supply Facilities; b) the general and administrative costs of the Authority related to the operation, maintenance and security of the Authority Water Supply Facilities; c) minor capital expenditures of the Authority for items such as tools, parts, and other equipment and vehicles necessary for the operation, maintenance and security of the Authority Water Supply Facilities; and d) all costs incurred in obtaining and maintaining the Permits for the Authority Water Supply Facilities.
- 1.27 Party or Parties. Party shall mean a signatory to this Contract. Parties shall mean DeSoto, Charlotte, Sarasota, Manatee, North Port and the Authority.
- 1.28 Peace River Regional Water Treatment Facility (the "1991 Facility"). All real property, interest in real property, fixtures, personal property, wells, buildings, treatment systems, pumps, pipes, storage facilities, reservoirs, aquifer storage facilities and appurtenant or associated facilities located in DeSoto and Sarasota, which were transferred by Charlotte to the Authority pursuant to that certain "Acquisition Agreement" dated May 21st, 1991 by and among the Authority, Charlotte, DeSoto, Manatee, Sarasota and the Southwest Florida Water Management District and any expansion of said facilities undertaken pursuant to that certain "Peace River Water Supply Contract" dated May 21st, 1991 by and among the Authority, Charlotte, DeSoto, Manatee and Sarasota. The foregoing notwithstanding, this term shall not include the construction, acquisition or use of any groundwater production wells. "Groundwater production wells" shall not include facilities withdrawing water from the Peace River through the use of horizontal wells not more than 50 feet deep or aquifer storage and recovery wells.
- 1.29 Peak Month Average Daily Quantity. The total water quantity provided by the Authority during the calendar month of the Customer's highest water use, divided by the number of days in that month and expressed in MGD as set by the Customer's Water

6

the Authority Water Supply Facilities. Renewal and Replacement Costs do not include capital expenditures associated with the expansion or addition of water treatment, storage, pumping or transmission capacity or the costs associated with reconstruction of any major components of the Authority Water Supply Facilities.

- 1.37 Renewal and Replacement Fund. The fund established by the Authority for the exclusive purpose of funding renewals and replacements of the Authority Water Supply Facilities. The deposits to such fund shall be made in accordance with the requirements of the Financing Documents of the Authority. The balances on deposit in the Renewal and Replacement Fund will be expended for those Renewal and Replacement Costs specifically identified in the annual budget approved by the Authority.
- 1.38 Second Amended Interlocal Agreement. The Second Amended Interlocal Agreement Creating the Peace River/Manasota Regional Water Supply Authority executed concurrently with this Contract.
- 1.39 System Capacity. The total combined capacities of the various components of the Regional Water System in terms of a quantity of water on an average annual daily basis expressed in MGD.
- 1.40 Variable Operating and Maintenance Costs. All operating and maintenance costs and expenses of the Authority for the operation, maintenance and management of the Authority Water Supply Facilities that change in proportion to changes in the volume of water produced by the Authority, including, but not limited to, power, chemicals and water purchases.
- 1.41 Water Allocation. The portion of the System Capacity of the Regional Water System allotted to a Customer for the term of this Contract as initially specified at Exhibit "B" as increased from time to time pursuant to Section 11.
- 1.42 Water Rate. For any Contract Year, the rate established by resolution of the Authority for the sale of water, which, to the extent applicable, shall be comprised of a Base Rate Charge, the DeSoto Payment, and a Water Use Charge.
- 1.43 Water Supply Emergency. A loss or reduction in System Capacity caused by drought or a sudden, unexpected, unavoidable interruption in water delivery as declared by resolution by the Authority Board.

8

1.44 Water Supply Facilities. All real property, interest in real property, fixtures, personal property, wells, treatment systems, pumps, pipes, storage facilities, reservoirs, aquifer storage and recovery facilities, water transmission mains, any future expansion of said facilities and appurtenant or associated installations owned, leased or otherwise controlled by Charlotte, DeSoto, Manatee, North Port, Sarasota or the Authority and used for the provision of potable water supply.

1.45 Water Supply Source. Any project, construction, acquisition, transfer or transaction creating a new water source or expanding an existing water source developed by the Authority, Charlotte, Sarasota, Manatee, DeSoto or North Port.

1.46 Water Use Charge. For any Contract Year, the rate established by the Authority for payment of the Variable Operating and Maintenance Costs. This Water Use Charge shall be based on Customer metered water usage and shall be the same charge per thousand gallons used for each Customer.

2. TERM. The term of this Contract shall begin on the date of its complete execution by all Parties and end on the last day of the Contract Year in which the thirty-fifth (35th) anniversary of the execution date falls. The rights and obligations of any Customer may be extended prior to expiration of the initial term at the option of that Customer for another thirty-five (35) years, said extension to expire on the last day of the Contract Year in which the seventieth (70th) anniversary of the execution date falls. Such option must be exercised at least two (2) years prior to expiration. If during the Contract term, the Authority issues Obligations to construct additional System Capacity to provide additional or maintain existing Water Allocation of the Customers that is secured from the payments made by the Customers for service from the Authority and which repayment period extends beyond the termination date of the Contract as set forth above, the Contract will automatically be extended to include the last payment date of such additional Obligations. Before the expiration of this Contract, the Authority and Customers recognize that a new contract or extension of this Contract will need to be in place to provide ongoing water service from the Authority Water Supply Facilities and all Parties agree to work together in good faith to extend this Contract or create a new contract prior to this Contract's expiration date to meet the overall intent of the Authority to provide regional drinking water.

3. AUTHORITY CAPACITY. The Authority shall not be prohibited from maintaining

9)

satisfied or waived in writing by all the Parties.

5. FUNDING FROM THE FEDERAL ENVIRONMENTAL PROTECTION AGENCY ("EPA"). The funding from the EPA grant dated March 28, 1995 shall be used for the construction of the REP.

6. INTANGIBLE ASSETS OF THE CUSTOMERS. Each Customer's Water Allocation and Hydraulic Capacity Entitlement is an intangible asset of that Customer's utility system pursuant to the terms and conditions of the Contract.

7. FUNDING FROM SWFWMD. The funding from the SWFWMD New Water Sources Funding Agreements shall be used for the construction of the REP. All Parties shall work to obtain the maximum amount of funding from SWFWMD for the REP, any future expansion of or addition to the Authority Water Supply Facilities and new Authority Water Supply Sources.

8. REPRESENTATION OF THE PARTIES. The Authority, Manatee, Charlotte, DeSoto, Sarasota and North Port make the following representations:

8.1 Each Party is duly organized and existing in good standing under the laws of the State of Florida and is duly qualified and authorized to carry on the governmental functions and operations as contemplated by this Contract.

8.2 Each Party has the power, authority and legal right to enter into and perform its obligations set forth in this Contract, and the execution, delivery and performance hereof by it a) has been duly authorized by its governing board; b) does not require any other approvals by any other governmental officer or body; c) does not require any consent or referendum of the voters for Authority financed projects; d) will not violate any judgment, order, law or regulation applicable to the Party; and e) does not constitute a default under, or result in the creation of, any lien, charge, encumbrance or security interest upon the assets of the Party under any agreement or instrument to which it is a Party or by which the Party and its assets may be bound or affected except as provided herein under Sections 16.5 and 16.6.

8.3 This Contract has been duly entered into and delivered by the respective governing boards and, as of the date of its full execution by all Parties, constitutes a legal, valid and binding obligation of said Party, fully enforceable in accordance with its terms provided the enforceability thereof may be limited by any applicable bankruptcy, insolvency, reorganization or other similar laws affecting creditors' rights generally, or by the exercise of

unallocated capacity of the Authority Water Supply Facilities.

4. CONDITIONS PRECEDENT. All rights, obligations and liabilities of the Authority and the Customers shall be subject to the satisfaction of the conditions precedent identified in Section 4.1.

4.1 Conditions Precedent. The following are conditions precedent to the Parties' rights, obligations and liabilities under this Contract:

4.1.1 The complete execution of this Contract by the Authority and the Customers.

4.1.2 The representations set forth in Section 8 are true and correct as of the date this Contract is fully executed by all Parties.

4.1.3 No change shall have occurred on or before the date this Contract is fully executed by all the Parties in any applicable federal, state or local law, or any applicable federal, state or local rule, regulation or ordinance thereunder, or an interpretation thereof by any applicable regulatory authority or court of competent jurisdiction, that would make the execution or delivery of this Contract, or that would make compliance by the Parties with the terms and conditions of said Contract or the consummation by the Parties of the transactions contemplated thereunder, a violation of such law, rule, regulations or ordinance.

4.1.4 The Authority and North Port shall execute a Settlement Agreement that requires North Port to file a Voluntary Dismissal with prejudice in *City of North Port v. Peace River/Manatee Regional Water Supply Authority*, Case No. 05-05254, Thirteenth Judicial Circuit in and for Hillsborough County, Florida within ten (10) days of execution of this Contract.

4.1.5 DeSoto and the Authority shall execute a transfer agreement pursuant to Section 21 herein.

4.1.6 Notwithstanding Paragraphs 8.4 and 10.5 herein, Charlotte and Sarasota shall establish a means to settle their disagreement over the "Water Sale and Purchase Agreement" between Charlotte and Sarasota dated March 8, 1996.

4.2 Satisfaction of the Conditions Precedent. The Parties shall exercise good faith and due diligence in satisfying the conditions precedent set forth above and the Authority shall give prompt notice to the other Parties when the foregoing conditions precedent have been

10

judicial discretion in accordance with general principles of equity.

8.4 There is no action, suit or proceeding, at law or in equity, before or by any court or governmental authority, pending or, to the best of the Party's knowledge, threatened against the Party which is not resolved by the execution of this Contract, wherein any unfavorable decision, ruling or finding would materially adversely affect the performance by the Party of its obligations hereunder or the other transactions contemplated hereby, or which, in any way, would adversely affect the validity or enforceability of this Contract, or any other agreement or instrument entered into by the Party in connection with the transaction contemplated hereby.

9. REP CONSTRUCTION. In consideration for financial and other commitments made by the Customers herein, the Authority agrees to permit and construct the REP as a necessary Water Supply Source for the Water Allocations. The cost of construction and construction schedule are attached as Exhibit "G". The Authority agrees to use its best efforts to construct the REP in accordance with the schedule set forth in Exhibit "G". The Customers recognize that the construction schedule may be affected by circumstances beyond the control of the Authority including, but not limited to, weather, availability of material and contractors, governmental approvals, and other force majeure. The Authority agrees to keep the Customers apprised of the progress made in construction of the REP and of any delays that may affect the scheduled completion date.

9.1. Cost of Construction. The Authority will use its best efforts to complete the REP construction project within the budgeted amount shown in Exhibit "G". The Authority will comply with its procurement procedures in the construction of the REP.

9.2. Insurance. The Authority shall require suitable payment and performance bonds from all principal contractors working on the construction of the project. The Authority shall further require the provision by the principal contractors of hazard insurance, general liability insurance, and worker's compensation insurance from such carriers and at such limits as are customary.

10. DELIVERY OF WATER. During each Contract Year, the Authority shall deliver water to each Customer in accordance with their Water Allocations and the terms and conditions of this Contract. Customers shall pay for and the Authority shall timely develop and deliver new Water

Supply Sources and facilities to meet the needs of its Customers as set forth in Sections 11 and 12 herein.

- 10.1 **Allocation.** The Authority shall be required to deliver water for a Customer's water demand from its Water Allocation. Future Water Allocations will be delivered only in accordance with a Customer's New Water Supply Demands in Exhibit "C" as modified by projected water demands pursuant to Section 11 herein. If a Customer meets its payment obligations to the Authority, the Authority shall have the absolute and unequivocal obligation to develop and provide for the Customer's permitable future potable water demand in its Water Allocation and New Water Supply Demands.
- 10.2 **Limitation of Allocation.** The Authority shall not be required to deliver water to a Customer if prohibited by any applicable federal, state, regional or local statute, rule, ordinance, law, administrative order or judicial decree or in violation of applicable Permits. If, at any time, there is insufficient potable water available to fully meet the Water Allocations described above for any reason, then the Customers shall have their Water Allocations reduced on a pro-rata basis.
- 10.3 **Delivery Point.** The Authority shall deliver water through the Regional Transmission System to each Customer only at their respective Delivery Point(s) as identified in Exhibit "D". Additional Delivery Point(s) may be added by mutual agreement of the Authority and receiving Customer(s).
- 10.4 **Exceedence of Delivery Schedule.** Subject to Section 10.5 herein, in the event a Customer should receive delivery of water in excess of its Peak Month Average Daily Quantity, its Maximum Daily Quantity, and/or its Annual Average Daily Quantity of its Water Allocation, the Customer shall pay a Conservation Rate as set forth in the Water Rate resolution. During emergency conditions as declared by resolution of the Authority Board, the Authority shall not charge the Conservation Rate for water delivery in excess of the Water Allocation.
- 10.5 **Authority Water Transfers.** Upon execution of this Contract by all Customers, all prior contracts transferring Authority water between any of the Customers shall terminate. All Authority water transfers shall be provided solely through the Authority. Notwithstanding the termination of the Water Sale and Purchase Agreement between Charlotte and Sarasota pursuant to this paragraph, both Charlotte and Sarasota hereby reserve and do not in any

13

demand for water than there is Available Water in a given year, the Authority shall distribute the water on pro-rata basis based on the proportionate Customer demand in the New Water Supply Demands for the year at issue.

- 10.5.2 **Payment.** Payment adjustments to the Customers supplying Available Water shall be on a pro-rata basis, based on the percentage of water supplied to the Redistribution Pools for water sold from each Redistribution Pool.

- 10.5.3 **Assessment of Conservation Rate.** Only for purposes of calculating the assessment of the Conservation Rate, the Water Allocation of the Customer(s) receiving the Available Water and the Customer(s) providing the Available Water to the Redistribution Pool will be adjusted by the transferred water quantity.

- 10.6 **Water Supply Emergency.** The Authority and its Customers shall seek the interconnection of the Water Supply Facilities with other water supply facilities in the region and the Authority's Water Supply Facilities for the purpose of facilitating the transfer of water among the Authority and the Customers under emergency conditions. The Authority and its Customers shall make available capacity, if any, in their respective Water Supply Facilities to the Customers experiencing a Water Supply Emergency at the established rate of the supplying entity. In a Water Supply Emergency, Conservation Rates, inclining block rates, or excess demand charges of any type shall be waived by all Parties to this Contract for the duration of the declared Water Supply Emergency.

11. **FUTURE WATER SUPPLY PROCEDURE.** It is the intention of the Parties that this Section set forth the manner in which each Customer will request, and the Authority will provide, future water supply from the Authority Water Supply Facilities. The Customers acknowledge that a procedure is necessary to provide the Authority with sufficient lead-time for planning and development of new Water Supply Sources to meet New Water Supply Demands.

- 11.1 No later than January 15th of each Contract Year, each Customer shall submit to the Authority a report which identifies the following:

15

manner waive any rights or causes of action that one may have against the other with regard to any past due obligations or debts arising out of said Water Sale and Purchase Agreement, to be resolved pursuant to Section 4 I.6. As part of the New Water Supply Demands process set forth below, each Customer shall annually provide to the Authority its projected Authority Water Demands for the next twenty (20) years. The Authority shall then determine the total Customer demands for Authority Water. The Authority shall determine the difference between each Customer's Water Allocation and projected water demands for the next ten (10) years on an annual basis. By February 15 of each year, the Authority shall provide each Customer with a Notice of Available Water indicating the amount of Water Allocation, if any, above the Authority's projected water demands for each of the next ten (10) years. Each Customer shall file a response with the Authority within thirty (30) days of receipt of the Notice of Available Water, either accepting the Available Water quantities as determined by the Authority or providing alternative Available Water quantities, if any, for each of the next ten (10) years. Failure of a Customer to respond within thirty (30) days shall result in that Customer's Available Water quantity as determined by the Authority, being transferred into the Redistribution Pool. Nothing herein shall be construed to require any Customer that timely responds to the Notice of Available Water to provide any of its Water Allocation to the Redistribution Pool. The Redistribution Pool shall be maintained by the Authority to provide the amount of Available Water by Contract Year for up to ten (10) years. Each year shall have a separate Redistribution Pool of water quantities designated. A receiving Customer's failure to pay for water transferred from the Redistribution Pool shall be treated as a default of this Contract. The Authority shall not transfer more water than the amount of Available Water placed in the Redistribution Pool. Nothing in this Section shall relieve a Customer from the irrevocable commitment to pay for its Water Allocations in this Contract.

- 10.5.1 **Assignment and Payment.** The Authority shall assign the Available Water based upon Customer request and written confirmation by their governing body of the corresponding payment obligations under this Contract. Customers may request Available Water from the Redistribution Pool for the corresponding timeframe of their need for additional water. If there is more

14

- (i) Total projected water demand by Contract Year for the next 20 years ("Total 20 Year Demand");
- (ii) That portion of the Total 20 Year Demand the Customer requires the Authority to fulfill ("Authority Supplied Water") in terms of Annual Average Daily Quantity, Peak Month Average Daily Quantity and Maximum Daily Quantity; and
- (iii) The basis for each projection.

The Authority shall review, coordinate, and compile the submitted Total 20 Year Demand and Authority Supplied Water and provide such information to all Customers and the Authority Board. The Authority shall also report to the Customers and Authority Board, its estimation of water demand projections to be supplied by the Authority for its Customers on an annual basis for the applicable twenty-year planning period. The Authority shall use this data, as well as other population and water demand data, as a basis for the planning and development of new Water Supply Sources to meet New Water Supply Demands. Each Customer may modify its Total 20 Year Demand and projections for Authority Supplied Water with each subsequent annual filing, subject to the provisions in this Section.

- 11.2 By submitting its projections for Authority Supplied Water, each Customer is identifying that quantity of water it shall purchase from the Authority in the designated Contract Year. For the initial time period through Contract Year 2013, the New Water Supply Demands as modified at Exhibit "C" shall be the water each Customer irrevocably commits to purchase from the Authority, and the Authority agrees to supply such water. After Contract Year 2013, by submitting its projection for Authority Supplied Water each Customer agrees to purchase, and the Authority agrees to supply, that quantity of Authority Supplied Water identified in the first seven (7) Contract Years of the Total 20 Year Demand. Each Customer may annually update its Total 20 Year Demand and its projection of Authority Supplied Water. However, unless it otherwise has excess water capacity available, the Authority shall not be obligated to accept any change in demand for Authority Supplied Water within the upcoming seven (7) Contract Year period. Annually, the Authority shall issue an addendum to the Contract to update the New Water Supply Demands table at Exhibit "C" for the applicable years beyond Contract Year 2013 to reflect the first seven (7) Contract Years of projected demand for Authority Supplied Water by the Customers.

16

11.3 The parties acknowledge that the planning, permitting and construction of new Authority Water Supply Sources cannot exactly match the annual New Water Supply Demands. Therefore, the Authority will, from time to time, develop new Authority Water Supply Sources with water quantities that exceed immediate Customer demands. Upon the Authority determination to develop a specific Water Supply Source, the Authority shall assign a proportionate share of the new Water Supply Source Water Allocation to the Customers, to the extent practicable, by applying the new Water Supply Source project quantity to the most immediate New Water Supply Demands. The Authority shall assign Water Allocations to the Customers pro-rata based on their proportionate New Water Supply Demands at the time when the new Water Supply Source Water Allocation would be fully utilized by the total New Water Source Demand. For example, in year 2006, the Authority designates a new Water Supply Source project for 6 MGD to provide water by 2008. The total of New Water Supply Demands does not exceed 6 MGD until 2010, when it is 6.7 MGD. The Water Allocation assigned by the Authority to Customer A for the 6 MGD project is calculated by taking Customer A's New Water Supply Demand of 2.3 MGD for 2010 divided by the total of all the Customers' New Water Supply Demands of 6.7 for 2010 to determine the Customer Water Allocation Cost Percentage of 34.33%. When the Authority approves a new Water Supply Source project, it shall issue addendum to the following: (1) to increase and update the Water Allocation table at Exhibit "B"; (2) to update the Cost Allocation Percentages table at Exhibit "F" to show the new project's cost allocation percentages; and, (3) to update the table at Exhibit "H" to show the new project water quantity allocation. The Customers may only be assigned a Water Allocation for their New Water Supply Demands. All costs associated with a new Water Supply Source project, including, but not limited to, planning, design, and construction, shall be recovered from the Customer receiving the Water Allocations of the new Water Supply Source project.

12. **DESOTO DESIGNATION OF THE AUTHORITY AS ITS EXCLUSIVE PROVIDER OF WATER.** Notwithstanding the foregoing and pursuant to Section 8.1 of the Second Amended Interlocal Agreement, DeSoto elects to be an Exclusive Provider Customer. DeSoto agrees not to develop any additional Water Supply Sources beyond those currently existing identified in Exhibit "I" unless as a joint project with the Authority. If DeSoto meets its payment

17

15. **SUPERSEDING AND REPLACING ALL PRIOR WATER SUPPLY CONTRACTS.** Upon full execution of this Contract and payment described in Section 14, this Contract shall supersede and replace the Amended Peace River Option Water Supply Contract dated March 8, 1996. Upon full execution of this Contract, this Contract shall supersede and replace all other water supply contracts with the Authority, including but not limited to the Peace River Option Water Supply Contract, dated September 20, 1995; the Peace River/Massasa Regional Water Supply Authority/City of North Port, Florida dated May 30, 1991; Peace River Water Supply Contract dated May 21, 1991; and the Acquisition Agreement dated May 15, 1991.

16. **WATER RATE.** For each Contract Year, each Customer with a Water Allocation from the Regional Water System shall pay the Authority the Water Rate adopted by resolution of the Authority Board.

16.1 **Rate Setting.** In conjunction with the Authority's annual budget development and adoption process, the Authority shall fix a Water Rate consisting of the Base Rate Charge (adjusted as necessary for customer financing), DeSoto Payment, and Water Use Charge to be paid on a monthly basis by the Customers for water furnished by the Authority. The Authority shall charge and collect rates that are reasonable and just for all Customers. The rates are not subject to the supervision or regulation by any other commission, board, bureau, agency or other political subdivision or agency of the county or state. Unless a common rate is established for all Debt Service Cost components of the Authority Water Supply Facilities, in determining a Customer's Water Rate, the Authority shall allocate to each Customer, a Base Rate Charge as follows: (1) the Base Rate Charge for 12 MGD 1991 Facility known as the Peace River Regional Water Treatment Facility pursuant to the 1991 Facility percentages set forth on Exhibit "F"; (2) the 6 MGD PRO shall be allocated pursuant to the PRO percentages

19

obligations to the Authority, the Authority shall have the absolute and unequivocal obligation to develop and provide adequate potable water for DeSoto based upon its permissible future potable water demand as outlined herein. The Authority is free to meet DeSoto's water demands by any means it deems fit, including but not limited to using water from the Redistribution Pool or assignment of Water Allocation to meet DeSoto's demands and assigning the associated cost of constructing that portion of new Water Supply Sources to DeSoto as outlined herein.

12.1 **Exclusive Provider Customer Water Allocation.** DeSoto and the Authority agree that the current Water Allocation system must be adapted to assure that the Authority maintains its absolute and unequivocal obligation to provide adequate potable water for DeSoto and still assure that DeSoto pays its fair share of new water source development costs. For New Water Supply Demands, DeSoto has provided and agrees to continue to provide the Authority water demand projections in the same manner as other Customers pursuant to Section 11; however, the Authority shall use DeSoto's projections as well as other data collected by the Authority to set DeSoto's New Water Supply Demands for each Contract Year. DeSoto shall provide water demand projections in good faith and the Authority shall use its best efforts to match DeSoto's water demand to its assigned Water Allocation. This Water Allocation shall be used to determine DeSoto's Base Rate Charge and other share of costs in the same manner as all other Customers. Nothing in Section 12 shall allow the Authority to assign all or any portion of another Customer's Water Allocation to DeSoto.

12.2 **Exclusive Provider Customer Water Allocation for the Redistribution Pool.** The Authority may designate any portion of the DeSoto's Water Allocation as part of the Redistribution Pool.

13. **ALTERNATIVE DELIVERY.** The Authority shall consider alternative delivery, such as design-build, when developing new Water Supply Sources, including the REP.

14. **REFUNDING THE PRO BONDS.** The Authority shall issue Obligations to refund any and all debt outstanding and provide for the rights of bond holders for the PRO. Such refunding obligations shall be issued in an amount sufficient to provide for the payment of the principal of, redemption premium, if any, and interest on the outstanding debt to be refunded.

18

set forth on Exhibit "F", and (3) the Base Rate Charge for the 14.7 MGD REP shall be allocated pursuant to the REP percentages set forth on Exhibit "F". All Debt Service Cost for new Authority Water Supply Sources and other costs associated therewith, such as reserves, coverages, expansion of existing water supply, or the fixed water purchase costs associated with a new Water Supply Source shall be combined with the REP Debt Service Cost for the common Debt Service Cost in the Water Rate. Provided, however, any Customer has the right to carry its own financing or pay in advance for their portion of a new Water Supply Source or expansion of the Authority Water Supply Facility and, in such event, the Debt Service Costs component of the Water Rate shall be adjusted accordingly.

16.2 **Customer Financing.** Each Customer shall have the option to issue their own debt or pay with its available money with respect to its portion of any new Authority Water Supply Source. The entire payment for a Customer's proportionate share shall be made to the Authority within fourteen (14) days of the Authority bond closing. The Authority shall provide notice to all Customers of the Authority bond closing date thirty (30) days prior to the Authority bond closing. To the extent not inconsistent with the Financing Documents, the Base Rate Charge for a Customer who issues its own debt or pays in advance for any such new Water Supply Source (including the REP) shall be adjusted to remove that Customer's Debt Service Costs attributed to the Customer's Water Allocation corresponding to the payment by the Customer for that new Water Supply Source or expansion.

16.3 **Accounting, Audits and Adjustments.** The Authority shall maintain accounts and records for all funds received and disbursed by it with respect to the Authority Water Supply Facilities in accordance with generally accepted accounting practices applicable to governmental owned and operated water utilities. On an annual basis, the Authority shall

20

provide for an audit to be conducted by a recognized certified public accounting firm experienced in water utility audits.

16.4 Joint Authority and Customer REP Review and Oversight. Each Party shall designate a staff representative for a joint Authority and Customer committee for the review and oversight of the REP design and construction activities. The Executive Director of the Authority shall be the Authority representative on the committee.

16.5 Water Charge to Customers. Each Customer shall pay the Authority its invoiced Water Rate and any applicable Conservation Rate charges on a monthly basis following the calendar month in which the charges were incurred and invoiced. The Customers shall submit payment to the Authority for the monthly charges within thirty (30) days of receipt of the invoice. Failure to pay monies shall create a debt with respect to the non-paying Customer's utility system. A Customer that fails to pay within ninety (90) days after the Authority has mailed its invoice shall be in default pursuant to this Contract. Upon thirty (30) days written notice, the Authority may discontinue delivery of water to any Customer in default for nonpayment and/or may transfer the defaulting Customer's Water Allocation in whole or in part to another Customer in good standing, for the remaining term of this Contract.

16.6 Source of Payments. Each Customer's obligation to pay any monies due under this Contract does not constitute general indebtedness. Neither the Authority nor the holders of any obligations issued by the Authority in order to finance or refinance the expansion, alteration, improvement, replacement or operation of the Authority Water Supply Facilities shall have a right to require or compel any Customer to exercise its ad valorem taxing power to pay its obligations and liabilities under this contract or to compel payment from any source other than as indicated in this Section. Each of the Customers, however, shall and do hereby

21

covenant to set water rates for its respective customers at a level sufficient to pay all monies due the Authority under this Contract.

16.7 DeSoto Payment. The Authority shall collect from its Customers in accordance with Exhibit "A", the DeSoto Payment and remit it to DeSoto. If the quantities of water allocated to the Authority under SWFWMD Water Use Permit Number 2010420.01 issued in 1996 for 32.7 MGD annual average water use are modified or if additional entities become Customers of the Authority, then the amount of the DeSoto Payment to be paid to DeSoto shall be readressed by all Parties to this Contract.

17. FUNDING FOR MANAGEMENT AND PLANNING. It is acknowledged that Management and Planning Costs of the Authority may be obtained from the Customers in a manner determined by the Authority Board, and that additional funds available for Management and Planning Costs shall be sought by the Authority from the federal and state government, including but not limited to the Florida Department of Environmental Protection, Florida Department of Community Affairs, the Southwest Florida Water Management District, the Basin Boards of the Southwest Florida Water Management District, and appropriate utilities and agencies.

18. PAYMENT TO CHARLOTTE FOR OVERSIZED FACILITIES. Pursuant to prior contract provisions, payment is due to Charlotte for certain oversized facilities. Any Customer may prepay its portion of the Charlotte Oversized Facilities Payment directly to Charlotte, but must elect to do so on or before October 15, 2005 with immediate notice to the Authority and payment to Charlotte by November 30, 2005.

18.1 Payment for Oversized Facilities for the PRO. The PRO oversized facility payment was made to Charlotte in the amount of \$3,191,883.00. When the PRO bonds are refunded, Customers other than Charlotte are to pay the Debt Service Cost on the remaining financed portion of the \$3,191,883.00

22

with Sarasota paying 87.5% and DeSoto paying 12.5%.

18.2 Payment for Oversized Facilities for the REP. The Authority shall pay Charlotte all remaining oversized facility charges totaling \$3,287,098.00 upon closing of the bond issuance for the REP. This payment is calculated as the total oversize facility charge of \$4,515,864.00 less Charlotte's portion of 27.21% of the REP allocation percentage from Exhibit "F", or \$1,228,766.00. All obligations to Charlotte for oversized facilities payment set forth in all previous contracts or agreements, including but not limited to, the Peace River Water Supply Contract dated May 21, 1991; the Amended Interlocal Agreement creating the Peace River/Manasota Regional Water Supply Authority dated May 21, 1991; and the Acquisition Agreement dated May 21, 1991, shall be satisfied upon receipt of the payment by Charlotte of the \$3,287,098.00. The REP oversized facilities payment is to be paid by Customers other than Charlotte, and shall be based on the Debt Service Cost associated with financed portion of the oversized facilities payment to Charlotte of \$3,287,098.00 for the REP and shall be allocated with Sarasota paying 85.62%, North Port paying 13.28% and DeSoto paying 1.1%.

19. PAYMENT TO CHARLOTTE FOR PEACE RIVER REGIONAL WATER TREATMENT FACILITY ("1991 FACILITY"). Upon payment of the \$3,287,098.00 specified above, the Authority's total debt to Charlotte for the transfer from Charlotte of the 1991 Facility shall be \$18,299,274.17 with the Authority annually paying \$1,971,557.00 in equal installments on a monthly basis, with the last payment being on October 1, 2021. The redemption of this debt shall be governed by Exhibit "J". The Authority's payment to Charlotte for the 1991 Facility shall be allocated among DeSoto, Charlotte and North Port pursuant to the 1991 Facility cost allocation percentages set forth on Exhibit "F". This payment schedule shall supersede and replace any prior agreement, contract or other document for any payment or Obligation to Charlotte for transfer of the

23

1991 Facility or any other assets, real estate, facilities or any other property or service to the Authority prior to the date of this Contract.

20. NORTH PORT PAYMENT TO CHARLOTTE. Pursuant to the Peace River/Manasota Regional Water Supply Authority/City of North Port, Florida Water Supply Contract dated May 30, 1991, Charlotte reserved water capacity for a period of time for North Port. North Port was then obligated to repay the cost of the water reservation to Charlotte. Payment by North Port through the Authority to Charlotte has been made since 1992 at a monthly amount of \$398.42. Since the Master Water Supply Contract supersedes the Peace River/Manasota Regional Water Supply Authority/City of North Port, Florida Water Supply Contract dated May 30, 1991, this North Port obligation is established in this Contract. North Port shall pay the Authority \$398.42 monthly with the last payment on October 1, 2021. The Authority shall pass through the payment being made to Charlotte each month.

21. TRANSFER OF DESOTO FACILITY. Provided a transfer agreement is executed by DeSoto and the Authority, the Authority shall pay DeSoto \$800,000.00 for DeSoto to transfer to the Authority the real property and water well, appurtenances and any necessary permits for use of the water well and specified facilities in place identified in the transfer agreement. This payment from the Authority shall be funded from REP Debt Service Cost. The payment to DeSoto will be in the form of a credit for DeSoto's payment obligation pursuant to the DeSoto County Regional Pipeline Extension Amended Pipeline Agreement dated June 21, 2004.

22. DEVELOPMENT OF FUTURE WATER SOURCES. The Authority and its Customers shall develop new Water Supply Facilities as follows:

22.1. General. The Authority shall develop new Authority Water Supply Facilities to meet the water demands of its Customers in Exhibits "B" and "C" which will reflect the projections

24

provided as specified above or at the determination of the Authority for DeSoto.

22.2 Procedures for New Authority Water Supply Facilities. The Authority shall have written consent of the governing body of a Customer in whose jurisdiction the Authority intends to acquire, develop, construct or operate new Authority Water Supply Facilities. For new Authority Water Supply Facilities located or proposed to be located within the jurisdiction of North Port, North Port shall be the sole entity that grants or denies consent to the Authority.

22.2.1. The Authority shall provide written notification of its intention to apply or seek the transfer of a Permit for new Authority Water Supply Facilities to the Customer in whose jurisdiction the Authority Water Supply Facilities are located or will be located. Such notification shall be given no less than sixty (60) days prior to submitting the Permit application or requesting the Permit transfer. The Customer shall notify the Authority within sixty (60) days of its decision to grant or deny consent to the Authority to acquire, develop, construct or operate the new Authority Water Supply Facilities within its jurisdiction. If a Customer denies consent, the Customer's notification shall provide an explanation of the reasons for denial.

22.2.2. Upon notification of denial by a Customer to the Authority, a meeting between the staff of the Authority and the Customer shall be held within forty-five (45) days of the notification of denial. This meeting shall be organized and scheduled by the Authority. During this meeting, the staff of the Authority and the Customer shall attempt to reach an agreement to grant consent to the Authority to acquire, develop, construct or operate new Authority Water Supply Facilities within the Customer's jurisdiction.

25

intends to apply or seek the transfer of a Permit for Water Supply Facilities located or that will be located within the jurisdiction of another Customer, the Applicant Customer shall provide written notification of its intention to apply or seek the transfer of a Permit for Water Supply Facilities to the Customer ("Host Customer") in whose jurisdiction the Water Supply Facilities are located or will be located. Such notification shall be given no less than sixty (60) days prior to submitting the Permit application or requesting the Permit transfer. The Host Customer shall notify the Applicant Customer within sixty (60) days of its decision to grant or deny consent to the Applicant Customer to acquire, develop, construct or operate the Water Supply Source within its jurisdiction. If a Host Customer denies consent, the Host Customer's notification shall provide an explanation of the reasons for denial. The Applicant Customer shall immediately withdraw its Permit application or request for transfer of a Permit upon notification of denial by the Host Customer.

23. **HYDRAULIC CAPACITY ENTITLEMENT IN REGIONAL TRANSMISSION SYSTEM.** Each Customer shall be provided its respective Hydraulic Capacity Entitlement of the hydraulic capacity in the transmission facilities that has been constructed at the time of execution of this Contract or will be constructed by the Authority during the term of this Contract for the benefit of such Customer(s) to deliver potable water from the Regional Water System to the respective Customer(s) Delivery Point. Each Customer's Hydraulic Capacity Entitlement percentage or amount in the current Regional Transmission System is set forth on Exhibit "E". A Customer's Hydraulic Capacity Entitlement in segments of the Regional Transmission System constructed after the date of this Contract will be determined on a transmission line segment basis by the Authority. All Hydraulic Capacity Entitlement Cost of the Hydraulic Capacity Entitlement will be the sole responsibility of the Customer(s) benefiting from such facilities. If more than one Customer uses the

27

22.2.3. If no agreement is reached within forty-five (45) days of notification of denial, the Authority and the Customer shall participate in mediation, the costs of which shall be equally divided between them. The Authority and the Customer shall endeavor in good faith to select a mutually acceptable mediator. If the Authority and the Customer are unable to mutually agree on a mediator within fourteen (14) days after the staff meeting held pursuant to paragraph 22.2.2., the Authority and the Customer shall agree to accept a mediator selected by the Florida Conflict Resolution Consortium. Upon the selection of a mediator, the Authority and the Customer shall schedule mediation to occur within fourteen (14) days. Mediation shall be completed within forty-five (45) days of the first mediation conference unless extended by mutual written agreement of the Authority and the Customer. Subsections (b), (c), (d), and (e) of Rule 1.720 of the Florida Rules of Civil Procedure are applicable to the mediation proceedings. Designees of the Authority and the Customer attending the mediation shall include a governing body member who has the full authority to negotiate on behalf of its entity and to recommend an agreement to its governing body. In the event of any breach or failure to perform mediation under this section, the Authority or Customer may seek appropriate remedies to mandate this mediation process.

22.2.4. If consent to the Authority by a Customer is not agreed to at the mediation, the Authority shall withdraw the Permit application or request for Permit transfer.

22.3 Procedure for the Authority's Customers. Whenever a Customer ("Applicant Customer")

26

same transmission segment as designated by the Authority, then each shall pay their proportionate share of the Hydraulic Capacity Entitlement Cost.

23.1 In the event a Customer requests capacity in a transmission line segment that is an existing component of the Regional Transmission System, and the capacity percentage of which has been fully allocated, the Authority shall not grant capacity to the requesting Customer without first obtaining approval from the Customer(s) to whom the hydraulic capacity in that transmission line has previously been allocated. In the event the Authority modifies the Hydraulic Capacity Entitlement, the application of all future service rates and charges will be adjusted accordingly.

23.2 If requested by North Port, the Authority shall construct, and North Port shall pay for its proportional share of the Hydraulic Capacity Entitlement Cost of a new segment of the Regional Transmission System between Delivery Points identified by North Port and acceptable to the Authority on the basis of system hydraulics. The Authority and North Port may agree to a water delivery alternative utilizing the existing stub-outs along the 42-inch RTS (2) transmission main identified in Exhibit "D", subject to the change of apportionment of Hydraulic Capacity Entitlement Cost on terms mutually agreeable to North Port, Sarasota and Authority.

24. **ADDITIONAL REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE AUTHORITY.** The Authority hereby represents, warrants and covenants to the Customers as follows:

24.1 System Operation. Operation and maintenance of the Authority Water Supply Facilities shall be the responsibility and the obligation of the Authority. The Authority shall be responsible to adopt an adequate budget to pay all of the Operating and Maintenance Costs of the

28

Authority, to satisfy all the Authority's Obligations, to provide for the requisite Bond Coverage Costs to meet all required tests set forth in the Financing Documents, to provide for renewal and replacement costs to keep the Authority Water Supply Facilities in good operating order and to provide for any sinking funds and other reserves necessary to provide the water service as set forth in this Master Water Supply Contract. The Authority shall provide sufficient personnel, with appropriate experience to undertake all regulatory requirements, including, but not limited to, those imposed by the Florida Department of Environmental Protection, the Southwest Florida Water Management District, the State of Florida Department of Health and the United States Environmental Protection Agency. If new regulatory requirements necessitate capital improvements or budget amendments, the Authority shall take all necessary actions to accomplish the same. The Authority shall be responsible for all regulatory violations including compliance costs or penalties assessed for same, which arise out of or are solely created through: (1) material errors or omissions by its personnel and agents in the day-to-day operations of the Authority Water Supply Facilities; or (2) the failure of the Authority to timely proceed administratively to undertake or complete a requirement imposed by any regulatory agency in any consent order or operating permit. The Authority shall maintain adequate catastrophic insurance on the Authority Water Supply Facilities on such terms and amounts as established by the Authority.

- 24.2 Water Quality. The Authority shall use its best efforts to deliver water of good and uniform quality from the Authority Water Supply Facilities to the Delivery Point(s). The water delivered by the Authority to the Delivery Point(s) shall be stabilized and shall meet all federal, state or regional regulations and orders relating to drinking water, which are applicable to water produced, stored and transported at and through the Authority Water

29

Supply Facilities.

- 24.3 Water Measurement. The Authority shall use its reasonable efforts to measure all water delivered to the Delivery Point(s) of Customers. The Authority shall own and maintain the meters at all Delivery Point(s). The Authority shall maintain complete and accurate records of its water measurements. Water flow measurements recorded by the Authority shall be the exclusive means of determining the quantity of water delivered to the Delivery Point(s) under this Contract. The metering equipment shall be of standard make and type, installed at a readily accessible location, and shall record flow with accuracy sufficient to meet all applicable reporting requirements. The Authority will check the accuracy of the meters annually, provide a report regarding the condition, accuracy and state of the meters and provide for a certified calibration test and any appropriate recalibration. Upon request and at the expense of the Customer, the Authority shall make arrangements for a meter test to be conducted by an independent testing facility who shall conform to the manufacturer's standards and where appropriate conduct the test as a field test. The Customers may be present when the meters are checked for accuracy, and the test records shall be made available for inspection by the Customers upon reasonable request. If the accuracy of the meter is determined to be at least four (4) percent beyond the limits prescribed by the manufacturer, the meter will be assumed to have been inaccurate from the mid-point of the time since the last annual inspection, or the last calibration, or the last independently certified test, or the last six (6) months whichever is less. The following month's billing will be adjusted taking into account the nature of the inaccuracy to show a credit or additional charge to the respective Customer for the metered flow for that period.

- 24.4 Permits. The Authority shall use its best efforts to obtain all Permits necessary to provide

30

the Customers with water in accordance with the Water Allocations, New Water Supply Demands and its duty to its Exclusive Provider Customer(s).

- 24.5 Financing the Authority Water Supply Facilities. The Authority shall use its best efforts to borrow funds and to set adequate reserves and budgeted expenditures necessary to cover costs to be incurred in constructing, acquiring, operating, maintaining, repairing, replacing or upgrading the Authority Water Supply Facilities.
- 24.6 Acquisition of Real Property. The Authority shall use its best efforts to acquire all interest in real and personal property (if any) necessary for the expansion, construction, management and operation of the Authority Water Supply Facilities. The Authority shall retain in its own name any interest in real property acquired in connection with the Authority Water Supply Facilities.
- 24.7 Water Pressures. The Authority shall use its best efforts to supply water under normal operating conditions at the Annual Average Daily Quantity at a pressure not less than 65 psi at the Customer Delivery Point(s) to the Customer unless a different pressure is specified in Exhibit "D". The Authority will not be responsible for interruptions or abnormal operating conditions that cause reduced pressures for interim periods that are beyond the Authority's control.
- 24.8 Priority of Payment. All monies received by the Authority from the Customers pursuant to this Contract shall be applied in the following order of priority:

FIRST: To the payment of Operating and Maintenance Cost (other than renewal of replacement costs) as provided in the Financing Documents for the Obligations;

SECOND: To the payment of Debt Service Cost as provided in the Financing Documents for the Obligations;

31

THIRD: To the payment of the renewal and replacement costs;

FOURTH: To the payment of the DeSoto Payment and Charlotte Obligations;

FIFTH: To the payment of any charges or Obligations due and owing by the Authority.

25. **ADDITIONAL REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE CUSTOMERS.** The Customers hereby represent, warrant and covenant to the Authority as follows:

- 25.1 Irrevocable Commitment to Pay. The Customers recognize that circumstances, such as equipment maintenance or failure, construction delays, failure to obtain Permits, limitations on Permits, transmission line ruptures or defects, acts of God, etc., may prevent the performance by the Authority of its obligations pursuant to this Contract. Under such circumstances, the Customers shall continue to pay their respective Water Rate throughout the term of this Contract. Said payments by the Customers shall be made without notice or demand and without set-off, counterclaim, abatement, suspension or deduction. The Authority is undertaking construction of the RSP and additional water supply projects and operation and maintenance of the Authority Water Supply Facilities based in part on the representations, warranties and covenants of the Customers set forth in this Contract.
- 25.2 Acquisition of Real Property. Subject to Section 22 herein, the Customers shall promptly cooperate with the Authority in acquiring all interests in real property necessary to construct, manage and operate the Authority Water Supply Facilities and Water Supply Sources.
- 25.3 Utility System Charges. The Customers shall fix, revise, maintain and collect such fees, rates, tariffs, rentals or other charges for the use of products, services and facilities of their water utility systems as shall be necessary to fund the timely payment of their respective

32

obligations and liabilities under this Contract as well as all other obligations payable from the revenues of their water systems.

- 25.4 Cooperation on Permits. Subject to Section 22 herein, for the construction and operation of the facilities necessary for the REP and future Authority Water Supply Sources, the Customers shall promptly cooperate with the Authority in obtaining any and all Permits necessary or convenient for construction, expansion, alteration, replacement or operation.
- 25.5 Cooperation on the REP. The Customers shall promptly cooperate with the Authority in operating or expanding for the REP.
- 25.6 Utility System Operation and Maintenance Account. Each Customer shall maintain its water utility system operation and maintenance accounts throughout the term of this Contract for the purpose of paying its obligations and liabilities under this Contract. At all times during the term of this Contract, the Customers' obligations and liabilities under this Contract shall be considered an operating expense of its water utility systems and shall be paid from its water utility systems operation and maintenance accounts or capacity fee account or facility investment fees, if appropriate; provided, however, that such obligations and liabilities of a Customer shall not be considered an operating expense of its water utility system nor need it be paid from the operation and maintenance account to the extent the Customer has budgeted and appropriated legally available moneys for such purpose and is current on all its obligations arising hereunder. For the purpose of paying their obligations and liabilities under this Contract, Customers may utilize, in addition to their water utility operation and maintenance accounts, facility investment fees or other capacity fees as identified in their adopted rate resolutions.
- 25.7 Cooperation on Issuance of Authority Obligations. Each Customer shall cooperate with the

33

Customer's Water Allocation from the Authority. If any of the defaulting Customer's Water Allocation remains after the expiration of sixty (60) days notice period, then each non-defaulting Customer may by mutual agreement with the Authority take any or all of the remaining Water Allocation and corresponding payment obligation created by the default. Any portion of the defaulting Customer's Water Allocation that remains unallocated shall be added to the Redistribution Pool or designated as Authority water capacity; however, these actions shall not relieve the defaulting Customer of its payment obligation to the Authority.

26. PLEDGE OF CONTRACT REVENUES. The Authority may pledge any payments, interest or other income or revenues derived under this Contract for the purpose of securing any revenue bonds issued by the Authority to finance the REP and new water supply projects of the Authority Water Supply Facilities.

27. NORTH PORT'S OPTION TO BECOME A MEMBER. If the Authority pursuant to the process set forth in the Second Amended Interlocal Agreement, adds a municipality as an Authority Member Government, then North Port at its option may become a member of the Authority upon the same terms and conditions as the new municipality member. North Port must exercise its option within thirty (30) days of the effective date of the amendment to the Second Amended Interlocal Agreement adding the new municipality as a member.

28. IMPLEMENTATION AGREEMENT. An Implementation Agreement dated March 8, 1996 was entered into by the Authority and Charlotte that provides, in part, that no further expansion of the Peace River Regional Water Treatment Facility beyond the PRO can be implemented without the Southwest Florida Water Management District setting the Minimum Flow and Levels for the Peace River. Charlotte, without waiving the application of the Implementation Agreement to any further expansion of the Authority Water Supply Facilities beyond the REP, agrees

35

Authority in issuance of the Authority's Obligations. In such connection, each Customer and the Authority shall comply with reasonable requests of each other and will, upon request, do as follows: (i) make available general and financial information about itself; (ii) consent to publication and distribution of its financial information; (iii) certify that its general and financial information is accurate, does not contain any untrue statements of a material fact and does not omit a material fact necessary to make the statements in the information, in light of circumstances under which they are made, not misleading; (iv) make available certified copies of official proceedings; (v) provide reasonable certifications to be used in a transcript of closing documents; and (vi) provide and pay for reasonable requested opinions of counsel as to the validity of its actions taken in respect to and the binding effect of the Second Amended Interlocal Agreement and this Contract, and pending litigation which could materially affect its performance hereunder. Each Customer shall provide the Authority reasonable assurance that no actions taken by it shall adversely affect the exclusion from gross income of interest on the Authority's Obligations for purposes of federal income taxation. Each Customer covenants to assist the Authority in any reasonable manner with respect to the issuance of such Obligations, including but not limited to participation and assistance with any court proceeding seeking to validate the Obligations pursuant to Chapter 75, Florida Statutes.

- 25.8 Payment for Obligations. If a Customer defaults on the payment of its Water Rate established pursuant to this Contract, each non-defaulting Customer shall have the option to take the defaulting Customer's pro-rata share (based of each Customer's percentage of the total Water Allocation of the Authority) and corresponding payment obligation of the defaulting Customer's Water Allocation within sixty (60) days of notice of the defaulting

34

not to apply the provision of the Implementation Agreement to the development, construction or operation of the REP. However, the Implementation Agreement applies to any further expansion of the Peace River Regional Water Treatment Facility beyond the REP; and it requires that before any further expansion is implemented, Minimum Flows and Levels must be set for the Peace River or the Authority must complete a Section 403.412, Florida Statutes, action including an appeal of an adverse ruling of the lower tribunal, against the District to require it to set Minimum Flows and Levels for the Peace River.

29. RE-RATING REGIONAL WATER SYSTEM. To the extent that any component of the Regional Water System is re-rated or treatment capacity is modified with the appropriate regulatory agencies (either an increase or decrease in capacity), then each Customer's corresponding Water Allocation will be adjusted pro-rata on a basis consistent with the Cost Allocation percentage of each Customer. The Authority agrees not to initiate a re-rating process with the intent to reduce System Capacity. For example, a Customer with a Water Allocation of 10% would receive an increase in Water Allocation of 100,000 gallons per day for a 1,000,000 gallon per day re-rating increase. To the extent that the re-rating of the Regional Water System results in the incurrence of additional capital expenditures, the Authority will notify the affected Customers of such expenditures. The expenditures required for and the associated re-rating will be allocated proportionately pursuant to the Water Allocation percentage unless any Customer(s) decide not to participate in the cost and associated benefits of the re-rating. If a Customer does not participate in the re-rating, then the change in Water Allocation and the expenditures will be allocated pro-rata to the participating Customers in accordance with their Water Allocation. All expenditures associated with re-rating will be the responsibility of the participating Customers and are to be paid to the Authority in accordance with the Contract. To the extent any increase in Water Allocation is not

36

allocated to the Customers, it shall be transferred to the Redistribution Pool.

30. **DEFAULT AND REMEDY.** Recognizing the region's paramount need for a safe and dependable source of water supply, the Parties agree this Contract may not be terminated prior to the normal expiration date specified in Section 2 and the remedy for a breach of the Contract shall be specific performance, injunctive relief and any other equitable relief, as well as monetary damages.

31. **DESIGNATION AS REPRESENTATIVE AND CO-APPLICANT STATUS.** The Authority and the Customers shall be co-applicants for any SWFWMD water use permits needed for the Authority Water Supply Facilities and Authority Water Supply Sources. Subject to Section 22 herein, the Customers shall waive all objections to the Permit applications relating to the acquisition, operation, replacement or expansion of the Authority Water Supply Facilities and Authority Water Supply Sources issued by a federal, state, or regional governmental entity. The Customers hereby designate the Authority as their representative with respect to any such Permit or in any administrative or judicial proceeding relating thereto.

32. **APPLICABLE LAW AND VENUE.** The laws of the State of Florida govern the validity, interpretation, construction and performance of this Contract and venue for any suit involving this Contract shall be in Hillsborough County, Florida.

33. **NO ASSIGNMENT.** The rights, obligations and interests of the Customers and Authority under this Contract may not be wholly or partially sold, assigned, transferred, pledged or hypothecated unless approved in writing by all Parties.

34. **NOTICE.** All notices, demands, requests and other communications shall be deemed sufficient and properly given, if in writing and delivered in person to the following addresses, sent by certified or registered mail, or by overnight delivery, postage prepaid with return receipt requested, at such addresses; provided, if such notices demands, requests or other

37

any Party and thereafter waived by another Party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive, either expressly or impliedly, any other breach under this Contract.

38. **AUTHORIZED REPRESENTATIVES** For purposes of this Contract, the Parties authorized representatives are as follows: the Authority Executive Director, the Charlotte County Administrator, the DeSoto County Administrator, the Manatee County Administrator, the Sarasota County Administrator, and the City of North Port City Manager. Any Party may change its authorized representative at any time by written notice to all other Parties.

39. **SECTION CAPTIONS AND REFERENCES** The section headings and captions contained herein are included for convenience only and shall not be considered part of this Contract or affect in any manner its construction or interpretation. Except as otherwise indicated, all references herein to sections are to sections of this Contract.

40. **SEVERABILITY.** In the event any provision of this Contract shall, for any reason, be determined invalid, illegal or unenforceable in any respect, the Parties shall negotiate in good faith and agree to such amendments, modifications or supplements to this Contract or such other appropriate actions as shall, to the maximum extent practicable in the light of such determination, implement and give effect to the intentions of the Parties as reflected herein, and the other provisions of this Contract, as amended, modified, supplemented or otherwise affected by such action, shall remain in full force and effect.

41. **ATTORNEYS FEES AND COST.** In the event there is litigation arising under or related to this Contract, the losing Party or Parties shall pay to the successful Party or Parties all attorney's fees and costs and expenses incurred in enforcing the Contract, including attorney's fees incurred on appeal, in adversarial administrative proceedings and in connection with bankruptcy

39

communications are sent by mail or overnight delivery, they shall be deemed as given on the third day following such mailing which is not a Saturday, Sunday or a day on which United States mail is not delivered: The Authority's Executive Director's Office, 1645 Barber Road, Suite A, Sarasota, Florida 34240; the Charlotte County Administrator's Office, Charlotte County Administration Center, 18500 Murdock Circle, Port Charlotte, Florida 33948-1094; Manatee County Administrator's Office, Manatee County Administration Center, 1112 Manatee Avenue West, Suite 920, Bradenton, Florida 34205; the DeSoto County Administrator's Office, 201 East Oak Street, Arcadia, Florida 34266; the Sarasota County Administrator's Office, 1660 Ringling Boulevard, Sarasota, Florida 34236; and the North Port City Manager's Office, 5650 North Port Boulevard, North Port, Florida 34287. Any Party may, by like notice, designate any further or different addresses to which subsequent notices shall be sent.

35. **RELATIONSHIP OF THE PARTIES.** Nothing herein shall be deemed to constitute any Party a partner or joint venturer, or to create any fiduciary relationship among the Parties.

36. **THIRD PARTY BENEFICIARIES.** No right or cause of action shall accrue upon or by reason hereof, or for the benefit of any person not expressly named as a Party in this Contract, except for any holders of Obligations and/or credit enhancers relating to Obligations who shall be third party beneficiaries of this Contract.

37. **WAIVER.** Unless otherwise specifically provided by the terms of this Contract, no delay or failure to exercise a right resulting from any breach of this Contract shall impair such right or shall be construed to be a waiver thereof, but such right may be exercised from time to time and as often as may be deemed expedient. Any waiver shall be in writing and signed by the Party granting such waiver. If any representation, warranty or covenant contained in this Contract is breached by

38

proceedings, to the extent allowed by law. This provision shall survive the termination of this Contract.

42. **AMENDMENT.** This Contract may only be amended by a writing duly executed by the Authority, Manatee, Charlotte, DeSoto, Sarasota and North Port and only to the extent permitted by the Financing Documents authorizing the issuance of the Obligations.

43. **ENTIRE AGREEMENT.** This Contract shall constitute the entire agreement of the Authority, Charlotte, Manatee, DeSoto, Sarasota, and North Port with respect to the Authority's provision of drinking water supply.

44. **FURTHER ASSURANCES.** The Authority, Manatee, Charlotte, DeSoto, Sarasota, and North Port each shall use all reasonable efforts to provide such information, execute such further instruments and documents and take actions as may be reasonably requested by another Party and not inconsistent with the provisions of this Contract and not involving the assumption of obligations or liabilities different from, in excess of or in addition to those expressly provided for in this Contract to carry out the intent of this Contract.

45. **CONSENTS.** To the extent that the consent of any Party to this Contract is required as a condition to the action of other Parties, such consent shall not be unreasonably withheld.

46. **SUCCESSORS AND ASSIGNS.** This Contract shall be binding upon and inure to the benefit of the respective successors, permitted assigns, administrators and trustees of the Authority, Manatee, Charlotte, DeSoto, Sarasota, and North Port.

47. **EXECUTION OF DOCUMENTS.** This Contract shall be executed in fifteen (15) duplicate originals, any of which shall be regarded for all purposes as an original and all of which shall constitute one and the same instrument.

40

48. **INTERLOCAL AGREEMENT.** This Contract shall constitute an interlocal agreement pursuant to Section 163.01, Florida Statutes. A true and correct copy of this Contract and any subsequent amendments shall be recorded by the Authority with the clerk of the circuit court in Manatee, Charlotte, DeSoto and Sarasota.

49. **AMBIGUITY.** The Parties agree that each one has played an equal part in the negotiation and drafting of this Contract, and in the event any ambiguity should be asserted or realized in the interpretation or construction of this Contract, the result of such ambiguity shall be equally assumed and realized by each Party.

50. **SOVEREIGN IMMUNITY.** The Customers intend to avail themselves to the benefits of Sections 768.28 and 163.01(9)(c), Florida Statutes, and of other statutes and common law governing sovereign immunity to the fullest extent possible. In accordance with Section 163.01(5)(a), Florida Statutes, therefore the Customers are not jointly liable for the torts of the officers or employees of the Authority, or any other tort attributable to the Authority, and that only the Authority shall be liable for torts attributable to it or for torts of its officers or employees, and then only to the extent of the waiver of sovereign immunity or limitation of liability specified in Section 768.28, Florida Statutes. The Customers intend the Authority to have all the privileges and immunities from liability and exemptions from laws, ordinances, rules and common law which apply to the municipalities and counties of the State of Florida. Nothing in this Contract is intended to inure to the benefit of any third-party for the purposes of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

51. **CONFLICT WITH INTERLOCAL AGREEMENT.** To the extent any provision herein shall conflict with a provision in the Second Amended Interlocal Agreement, the provision in the Second Amended Interlocal Agreement shall be controlling.

41

WITNESS:

Janet S. Knowlton
Janet S. Knowlton
Attorney for Charlotte County
LR 785-43

CHARLOTTE COUNTY
BOARD OF COUNTY COMMISSIONERS

By: Sara J. Bruos
Sara J. Bruos, Chairman
Date: 9/29/05

ATTEST:
Barbara T. Seale, Clerk of Circuit
Court and Ex-Officio Clerk to the
Board of County Commissioners
By: Barbara T. Seale
Deputy Clerk

STATE OF FLORIDA
COUNTY OF CHARLOTTE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared, Sara J. Bruos, to me known to be the person described in and who executed the foregoing instrument on behalf of the Charlotte County, and _____, acknowledged before me that _____, executed same as a free act and deed for the uses and purposes therein stated.

WITNESS my hand and official seal in the County and State last aforesaid this 29th day of September, 2005.

Stacey K. Miller
Notary Public, My
Commission
Expires: July 07, 2009
Stacey K. Miller
Commission # DD448505
Expires JULY 07, 2009
Bos. 3rd Floor Atlantic Building Co., Inc.

43

52. **GOOD FAITH.** The Parties agree to exercise good faith and fair dealing in respect to all matters relating to this Contract.

53. **WATER PURCHASE.** The Customers shall have a preferential right to purchase water from the Authority. The Authority may purchase water from any source available.

IN WITNESS WHEREOF, the Authority, Manatee, Charlotte, DeSoto, Sarasota, and North Port have executed this Contract on the day, month and year first above written.

WITNESS:

Patricia M. Glass
Patricia M. Glass
Approved as to form:
Patricia M. Glass
Attorney for Peace River/Manasota
Regional Water Supply Authority

PEACE RIVER/MANASOTA REGIONAL
WATER SUPPLY AUTHORITY

By: Patricia M. Glass
Date: October 5, 2005



STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared, Patricia M. Glass, to me known to be the person described in and who executed the foregoing instrument on behalf of the Peace River/Manasota Regional Water Supply Authority, and Patricia M. Glass, acknowledged before me that Patricia M. Glass, executed same as a free act and deed for the uses and purposes therein stated.

WITNESS my hand and official seal in the County and State last aforesaid this 5th day of October, 2005.

Patricia M. Glass
Notary Public, My
Commission
Expires:



42

WITNESS:

Ronald P. Neads
Ronald P. Neads
Approved as to form:
Ronald P. Neads
Attorney for DeSoto County

DESOTO COUNTY

By: Ronald P. Neads
Date: September 13, 2005

STATE OF FLORIDA
COUNTY OF DESOTO

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared, Ronald P. Neads, to me known to be the person described in and who executed the foregoing instrument on behalf of the DeSoto County, and Ronald P. Neads, acknowledged before me that Ronald P. Neads, executed same as a free act and deed for the uses and purposes therein stated.

WITNESS my hand and official seal in the County and State last aforesaid this 14th day of September, 2005.

Carol Threadwell
Notary Public, My
Commission
Expires:



44

WITNESS:

MANATEE COUNTY

By: [Signature]

Date: 9/20/05



Approved as to form:
Not applicable
Attorney for Manatee County

ATTEST: R. B. SHORE
Clerk of the Circuit Court

By: [Signature]

STATE OF FLORIDA
COUNTY OF MANATEE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared, Paul H. Mercier, to me known to be the person described in and who executed the foregoing instrument on behalf of the Manatee County, and HE, acknowledged before me that HE, executed same as a free act and deed for the uses and purposes therein stated.

WITNESS my hand and official seal in the County and State last aforesaid this 28th day of SEPTEMBER, 2005.

Notary Public, My
Commission
Expires:

45

SARASOTA COUNTY

WITNESS:

[Signature]
[Signature]

By: [Signature]

Date: 9/20/05



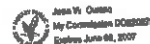
Approved as to form:
[Signature]
Attorney for Sarasota County

STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared, PAUL H. MERCIER, to me known to be the person described in and who executed the foregoing instrument on behalf of the Sarasota County, and HE, acknowledged before me that HE, executed same as a free act and deed for the uses and purposes therein stated.

WITNESS my hand and official seal in the County and State last aforesaid this 28th day of SEPTEMBER, 2005.

Notary Public, My
Commission
Expires:



46

WITNESS:

[Signature]
[Signature]

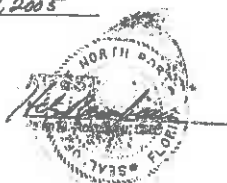
Approved as to form:
[Signature]
Attorney for City of North Port

CITY OF NORTH PORT

Richard A. Lockhart, Commission Clerk

By: [Signature]

Date: October 4, 2005



STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared, Commissioner Richard A. Lockhart, to me known to be the person described in and who executed the foregoing instrument on behalf of the City of North Port, and Commissioner Richard A. Lockhart, acknowledged before me that Commissioner Richard A. Lockhart, executed same as a free act and deed for the uses and purposes therein stated.

WITNESS my hand and official seal in the County and State last aforesaid this 14th day of October, 2005.

[Signature]
Notary Public, My
Commission
Expires: October 15, 2007



47

PR Contract Exhibits

- A DESOTO PAYMENT
- B WATER ALLOCATION
- C NEW WATER SUPPLY DEMANDS
- D REGIONAL TRANSMISSION SYSTEM DELIVERY POINTS
- E REGIONAL TRANSMISSION SYSTEM HYDRAULIC CAPACITY ENTITLEMENT
- F COST ALLOCATION PERCENTAGES
- G REGIONAL EXPANSION PROGRAM
- H WATER ALLOCATION BY PROJECT
- I DESOTO EXISTING WATER SOURCES TO REMAIN AFTER DESIGNATION OF THE AUTHORITY AS EXCLUSIVE PROVIDER
- J PEACE RIVER REGIONAL WATER TREATMENT FACILITY - ANNUAL CAPITAL COMPONENT CHARGE REDEMPTION PROVISION

48

EXHIBIT "A"

FL#2005012976 B 570 F1056
REC NO. 07528506341

DeSoto Payment Schedule

DeSoto Payment (Annual Assessment)					
Contract Fiscal Year	Charlotte County	DeSoto County	Sarasota County	City of North Port	Total
FY05	\$368,564	\$15,889	\$101,111	\$34,436	\$520,000
FY06	\$368,564	\$15,889	\$101,111	\$34,436	\$520,000
FY07	\$368,564	\$15,889	\$101,111	\$34,436	\$520,000
FY08	\$368,564	\$15,889	\$101,111	\$34,436	\$520,000
FY09	\$361,403	\$15,424	\$177,073	\$44,346	\$598,247
FY10	\$363,140	\$15,341	\$244,396	\$53,586	\$676,463
FY11	\$369,266	\$15,482	\$303,326	\$61,927	\$750,000
FY12	\$369,266	\$15,482	\$303,326	\$61,927	\$750,000
FY13	\$369,266	\$15,482	\$303,326	\$61,927	\$750,000
FY14	\$369,266	\$15,482	\$303,326	\$61,927	\$750,000
Remaining Years	\$369,266	\$15,482	\$303,326	\$61,927	\$750,000

49

FL#2005012976 B 570 F1057
REC NO. 07528506341

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

51

EXHIBIT "B"

FL#2005012976 B 570 F1056
REC NO. 07528506341

Water Allocation

Annual Average Daily (MGD)					
Contract Fiscal Year	Charlotte County	DeSoto County	Sarasota County	City of North Port	Total
FY05	12.525	0.535	3.048	1.192	17.300
FY06	12.758	0.550	3.500	1.192	18.000
FY07	12.758	0.550	3.500	1.192	18.000
FY08	12.758	0.550	3.500	1.192	18.000
FY09	13.895	0.593	6.808	1.705	23.001
FY10	15.031	0.635	10.116	2.218	28.000
FY11	16.100	0.675	13.225	2.700	32.700
FY12	16.100	0.675	13.225	2.700	32.700
FY13	16.100	0.675	13.225	2.700	32.700
FY14	16.100	0.675	13.225	2.700	32.700
Remaining Years	16.100	0.675	13.225	2.700	32.700

Peak Monthly Average Day (MGD)					
Contract Fiscal Year	Charlotte County	DeSoto County	Sarasota County	City of North Port	Total
FY05	15.030	0.642	3.658	3.146	22.476
FY06	15.310	0.660	4.200	3.146	23.316
FY07	15.310	0.660	4.200	3.146	23.316
FY08	15.310	0.660	4.200	3.146	23.316
FY09	16.187	0.699	7.931	3.146	27.954
FY10	17.512	0.740	11.785	3.146	33.183
FY11	18.757	0.786	15.407	3.146	38.096
FY12	18.757	0.786	15.407	3.146	38.096
FY13	18.757	0.786	15.407	3.146	38.096
FY14	18.757	0.786	15.407	3.146	38.096
Remaining Years	18.757	0.786	15.407	3.146	38.096

Maximum Day (MGD)					
Contract Fiscal Year	Charlotte County	DeSoto County	Sarasota County	City of North Port	Total
FY05	17.535	0.749	4.267	3.780	26.331
FY06	17.861	0.770	4.900	3.780	27.311
FY07	17.861	0.770	4.900	3.780	27.311
FY08	17.861	0.770	4.900	3.780	27.311
FY09	19.453	0.830	9.531	3.780	33.594
FY10	21.943	0.889	14.162	3.780	39.874
FY11	22.540	0.945	18.515	3.780	45.780
FY12	22.540	0.945	18.515	3.780	45.780
FY13	22.540	0.945	18.515	3.780	45.780
FY14	22.540	0.945	18.515	3.780	45.780
Remaining Years	22.540	0.945	18.515	3.780	45.780

50

FL#2005012976 B 570 F1058
REC NO. 07528506341

EXHIBIT "C"
New Water Supply Demands

Annual Average Day (MGD)					
Fiscal Year	Charlotte Co.	DeSoto Co.	Sarasota Co.	North Port	Total
FY05	0.000	0.000	0.000	0.000	0.000
FY06	0.000	0.153	0.000	0.808	0.961
FY07	0.000	0.578	0.000	1.558	2.136
FY08	0.000	1.200	0.000	2.308	3.508
FY09	0.000	2.080	0.000	2.065	4.145
FY10	0.000	3.114	0.000	2.082	5.196
FY11	1.658	3.429	0.000	2.200	7.287
FY12	1.658	3.785	0.000	2.700	8.143
FY13	1.658	4.140	0.000	3.200	11.998

Peak Monthly Average Day (MGD)					
Fiscal Year	Charlotte Co.	DeSoto Co.	Sarasota Co.	North Port	Total
FY05	0.000	0.000	0.000	0.000	0.000
FY06	0.000	0.184	0.000	1.547	1.731
FY07	0.000	0.694	0.000	2.731	3.425
FY08	0.000	1.440	0.000	3.714	5.154
FY09	0.000	2.496	0.000	4.740	7.236
FY10	0.000	3.737	0.000	5.255	8.992
FY11	0.000	4.115	0.000	5.825	9.940
FY12	1.990	4.542	0.000	6.229	12.761
FY13	1.990	4.968	0.000	6.599	17.157

Maximum Day (MGD)					
Fiscal Year	Charlotte Co.	DeSoto Co.	Sarasota Co.	North Port	Total
FY05	0.000	0.000	0.000	0.000	0.000
FY06	0.000	0.214	0.000	2.460	2.674
FY07	0.000	0.809	0.000	4.010	4.819
FY08	0.000	1.680	0.000	5.285	6.965
FY09	0.000	2.912	0.000	6.606	9.518
FY10	0.000	4.360	0.000	7.245	11.605
FY11	0.000	4.801	0.000	7.950	12.751
FY12	2.321	5.299	0.000	8.430	16.050
FY13	2.321	5.796	0.000	8.860	21.177

Annual Average Day, Peak Month Average Day, Peak Day are expressed in million gallons per day (MGD)

52

EXHIBIT "D"

FL0000012776 B 570 P1061
REC NO. 07228506341

**Regional Transmission System
Delivery Points**

	Delivery Points	Pressure (5)
36-Inch/12-Inch RTS (1)	Charlotte County: <ul style="list-style-type: none"> Harbor Boulevard @ Bachman Kings Highway @ DeSoto/Charlotte County Line DeSoto County: <ul style="list-style-type: none"> Palm Brook Pines Kings Highway @ Lake Suzy Utilities City of North Port: <ul style="list-style-type: none"> Raintree @ Serris Drive 	65 psi
42-Inch RTS (2)	Sarasota County: <ul style="list-style-type: none"> T. Mabry Carlton, Jr. WTP 	20 psi
24-Inch Kings Highway RTS (3)	Charlotte County: <ul style="list-style-type: none"> Kings Highway @ Kingsway Circle DeSoto County: <ul style="list-style-type: none"> Kings Highway @ Riverside RV Park Kings Highway @ Peace River Street* Kings Highway @ adjacent to Lake Suzy* 	65 psi
20-Inch DeSoto Regional Pipeline (4)	DeSoto County: <ul style="list-style-type: none"> 8 delivery points along the transmission line as identified in the contract* 	65 psi

- (1) The 36-Inch/12-Inch RTS consists of approximately 7 miles of 36-inch pipeline starting at the Peace River Water Treatment Facility and ending south of the Charlotte/Sarasota County border; and 12-inch pipeline extending from the 36-inch pipeline at the DeSoto/Sarasota County border south to Kings Highway and ending at the DeSoto/Charlotte County line.
- (2) The 42-inch RTS consists of approximately 23 miles of 42-inch pipeline starting at the Peace River Water Treatment Facility and ending at the T. Mabry Carlton Jr. Water Treatment Plant in Sarasota County.
- (3) The 24-inch Kings Highway RTS consists of approximately 5 miles of 24-inch pipeline starting at the Peace River Water Treatment Facility and paralleling Kings Highway ending at the DeSoto/Charlotte County line. See contract entitled: Kings Highway

53

Segment Regional Transmission System Pipeline Agreement between The Peace River/Manasota Regional Water Supply Authority and Charlotte County dated October 27, 1998.

- (4) The 20-Inch DeSoto Regional Pipeline. See contract entitled: DeSoto County Regional Pipeline Extension Amended Pipeline Agreement dated June 21, 2004.
 - (5) Water pressure at delivery points at a quantity no greater than the average annual daily rate as designated on Exhibit "B" or as specifically designated by the Authority for a delivery point.
- * Future Delivery Points already in planning, design or construction.

54

EXHIBIT "E"

FL0000012776 B 570 P1061
REC NO. 07228506341

**Regional Transmission System
Hydraulic Capacity Entitlement**

	Charlotte County	DeSoto County	Sarasota County	City of North Port
36-Inch/12-Inch RTS (1)	89.65%	0.42%	0.00%	9.93%
42-Inch RTS (2)	0.00%	0.00%	100%	0.00%
24-Inch Kings Highway RTS (3)	80%	20%	0.00%	0.00%
20-Inch DeSoto(4)	0.00%	3.1 MGD	0.00%	0.00%

- (1) The 36-Inch 12-Inch RTS consists of approximately 7 miles of 36-inch pipeline starting at the Peace River Water Treatment Facility and ending south of the Charlotte/Sarasota County border; and 12-inch pipeline extending from the 36-inch pipeline at the DeSoto/Sarasota County border south to Kings Highway and ending at the DeSoto/Charlotte County line.
- (2) The 42-inch RTS consists of approximately 23 miles of 42-inch pipeline starting at the Peace River Water Treatment Facility and ending at the T. Mabry Carlton Jr. Water Treatment Plant in Sarasota County.
- (3) The 24-inch Kings Highway RTS consists of approximately 5 miles of 24-inch pipeline starting at the Peace River Water Treatment Facility and paralleling Kings Highway ending at the DeSoto/Charlotte County line. See contract entitled: Kings Highway Segment Regional Transmission System Pipeline Agreement between The Peace River/Manasota Regional Water Supply Authority and Charlotte County dated October 27, 1998.
- (4) The 20-Inch DeSoto Regional Pipeline. See contract entitled: DeSoto County Regional Pipeline Extension Amended Pipeline Agreement dated June 21, 2004.

Current pipelines are more than adequate to transport Charlotte's 16.1 MGD to its water system.

55

EXHIBIT "F"

FL0000012776 B 570 P1062
REC NO. 07228506341

COST ALLOCATION PERCENTAGES

	Charlotte	DeSoto	Sarasota	North Port
Peace River Regional Water Treatment Facility (1991 Facility) Cost Allocation	89.65%	0.42%	0.00%	9.93%
PRO Cost Allocation	33.33%	8.33%	58.34%	0.00%
REP Cost Allocation*	27.21%	0.81%	61.72%	10.26%

* The REP cost allocation percentages were applied to the total oversized facilities payment to Charlotte for the REP; however, Charlotte paid in advance for its portion so that payment by the remaining participating Customers is made pursuant to the cost allocation percentages in Section 18.2, as follows: Sarasota paying 85.62%, North Port paying 13.28% and DeSoto paying 1.1%.

56

EXHIBIT "C"

Regional Expansion Program
Proposed Project Plan

FL#2005012976 B 570 F1066
REC. NO. 07522506341

Authority Water Supply Facilities Overview

The Authority Water Supply Facilities, located in DeSoto County, provide public drinking water to residents of Charlotte, DeSoto and Sarasota counties. The facilities allow for the use of surface water to alleviate further stress on groundwater supplies and resultant degradation in the Southern Water Use Caution Area ("SWUCA").

The Regional Expansion Program ("REP") is to build out the Authority Water Supply Facilities to its existing water use permit ("WUP") capacity and intended to meet water demand in the Authority's system service area, as detailed in Figure A, attached. The issuance of the WUP in 1996 provides for expansion of the Authority Water Supply Facilities to meet an anticipated demand of 32.7 million gallons per day ("MGD") by the year 2016. The permit includes future water quantities to meet the needs of Charlotte, DeSoto and Sarasota counties and the City of North Port.

The Authority Water Supply Facilities have a current delivery capacity to supply 18 MGD of water and is located next to the Peace River in southwest DeSoto County. The Authority Water Supply Facilities utilizes the Peace River as a primary source and integrates the use of an off-stream reservoir for raw water storage and aquifer storage and recovery (ASR) wellfield for treated water storage. The reservoir and ASR wellfield are used for source supply when river flow is below minimum limits for withdrawal or when river water quality is poor.

PROJECT Description

The existing water treatment plant capacity is 24 MGD to provide for ASR recharge capacity. The treatment process provides for color removal of surface water including alum coagulation, filtration and disinfection. Build out of the facility to meet projected water demands projected within the WUP of 32.7 MGD by 2016 is proposed by the Authority's Regional Expansion Program. The Southwest Florida Water Management District ("SWFWMD") issued a WUP to the Authority in 1996 that allows for withdrawal from the Peace River to meet a demand of 32.7 MGD. The term of the permit is for 20 years through 2016.

The source of raw water for the Authority Water Supply Facilities is the Peace River. Under the SWFWMD's WUP issued to the AUTHORITY, the AUTHORITY can divert up to 10 percent of the Peace River flow to the Authority Water Supply Facilities when flow exceeds 130 cubic feet per second (cfs). During periods of high flows from the Peace River, raw water is stored in an off-stream reservoir and any water after treatment in excess of customers' demand is stored in the ASR wellfield which consists of 21 ASR wells. When the conditions of the Peace River are such that the ability to withdraw from the river is partially or completely eliminated, the off-stream reservoir and ASR wellfield are utilized to meet the water supply demands of the Authority's customers.

57

FL#2005012976 B 570 F1066
REC. NO. 07522506341

activated carbon (PAC) contact basins, rapid mix, flocculation and sedimentation basins, filters, chlorine contact basins, chemical feed systems, above ground storage tanks, high service pumping, backwash recovery basins, residual thickening and mechanical dewatering system, instrumentation and controls. The additional treatment components will be incorporated into the existing treatment scheme and supervisory control and data acquisition (SCADA) system. The expansion also includes the construction of an operations center.

Improvements to the river raw water pump station will include the addition of new river pumps to increase the installed diversion pumping capacity to 90 MGD, consistent with the maximum day withdrawal allowed by the Authority's WUP, and construction of a second 48-inch raw water pipeline from the river pumping station to the reservoir site.

New pumps will be added to the existing reservoir pumping station to increase the reservoir pumping capacity to a firm capacity of 54 MGD of raw water from the reservoir to the treatment plant. A new 30-inch pipeline from the reservoir pump station to the treatment plant is also planned to accommodate the increased capacity of the reservoir pumping station.

DeSoto County Regional Transmission System Extension

The DeSoto County Regional Transmission System (RTS) extension will provide transmission of potable water from the Authority Water Supply Facilities to extended areas of DeSoto County. The RTS extension consists of approximately 5 miles of 20-inch diameter pipeline from the Peace River Facility to an end point at U.S. 17 and Enterprise Drive where it connects to the DeSoto County utility system. The pipeline route is adjacent to County Road 761 and U.S. 17 and is entirely within DeSoto County.

The RTS is sized beyond DeSoto's need to provide the capacity for potential future expansion of the Authority Water Supply Facilities to locations beyond DeSoto County and future interconnection with other neighboring utilities within DeSoto and Charlotte counties. Further interconnection of utility systems would enhance regional supply management and provide the opportunity to rotate and rest sources of supply.

59

The Authority's Regional Expansion Program will provide expanded facilities to provide the ability to deliver the total allocation of 32.7 MGD to the Authority's customers. The PROJECT includes expanding the raw water reservoir capacity with a second new off-stream reservoir with a capacity of 6 billion gallons, increasing the water treatment plant capacity by 24 MGD and extension of the regional transmission system to serve areas of DeSoto County.

Regional Reservoir Expansion

The existing off-stream reservoir capacity is approximately 0.6 billion gallons for the purpose of storing raw water withdrawn from the Peace River. The reservoir is used for raw water supply to the Authority Water Supply Facilities when river flow is below minimum limits for withdrawal or when river water quality is poor. The proposed Regional Reservoir Expansion is to provide approximately 6 billion gallons of additional storage, resulting in a total reservoir storage capacity of approximately 6.6 billion gallons. This storage volume is required to provide a sustainable supply to meet the Authority's customers' demand during dry periods when withdrawal from the Peace River is limited in order to maintain minimum flow to the downstream estuary and Charlotte Harbor.

The new reservoir will be an above-ground basin formed by an engineered earthen embankment approximately 30 feet above existing ground surface. The embankment will consist of compacted fill with a geosynthetic membrane and an impervious, water retaining zone within the embankment. A soil-bentonite slurry wall will be installed extending from the geosynthetic membrane zone to the underlying clay layer to cut off underseepage beneath the embankment. In addition, an internal chimney drain will be installed to intercept potential seepage through the embankment. A perimeter seepage collection ditch will be constructed at the downstream toe of the embankment to collect and convey seepage. Access to the reservoir will be limited for security reasons.

Mitigation for the reservoir impacts is planned through restoration of the RV Griffin Reserve. This reservoir is the largest surface area that can reasonably be built on the site without the need for off-site mitigation of on-site wetland impacts.

New piping to pump up to 90 MGD of raw water from the river to the reservoir and piping to transfer water from the new reservoir to the existing reservoir is also included in the project. The PROJECT includes design, permitting and construction of the reservoir expansion, including raw water piping improvement to improve the ability to divert raw water from the Peace River to the Reservoir.

The reservoir expansion will be located on AUTHORITY property and the RV Griffin Reserve owned by the SWFWMD. The land use plan presented in "A Plan for the Use and Management of the RV Griffin Reserve" (SWFWMD, November 1996) provides a conceptual siting of a reservoir expansion.

Peace River Water Treatment Plant Treatment Capacity Expansion

The current water treatment plant treatment capacity is 24 MGD. The proposed expansion is anticipated to provide an additional 24 MGD of treatment capacity and result in a total capacity of 48 MGD. The facility expansion is to include raw water pumping (river and reservoir), powder

58

Schedule

FL#2005012976 B 570 F1066
REC. NO. 07522506341

The anticipated schedule is provided in Table 1.

Table 1
Authority Water Supply Facilities Expansion
Project Schedule

	Regional Reservoir Expansion	Water Treatment Plant Expansion	DeSoto County RTS Extension
Consultant Selection	Completed	Completed	Completed
Expansion Analysis	Completed	Completed	Completed
'Water Quality Master Plan Update'	N/A	Completed	N/A
'Basis of Design Report'	September 2005	September 2005	Completed
Permitting	September 2006	September 2006	Completed
Detailed Plans and Specifications	September 2006	September 2006	Completed
Bidding	November 2006	November 2006	Completed
Award Construction Contract	December 2006	December 2006	Completed
Project Substantial Completion*	October 2008	October 2008	September 2005
Final Completion of Construction	March 2009	March 2009	September 2005

*Project Substantial Completion is the beneficial use of the facilities to produce and deliver water.

60

Costs

The summary of probable costs (2005 dollars) is provided in Table 2.

Table 2
Authority Water Supply Facilities Expansion
Summary of Probable Costs

Activity	Total Project Cost
Regional Reservoir Expansion	\$49,000,000
Water Treatment Plant Expansion	\$70,768,000
DeSoto County RTS Extension	\$3,632,000
TOTAL REP COST	\$123,400,000

The probable costs shown are hard costs for engineering services and construction. The costs do not include Authority administrative costs or cost of bond issuance.

EXHIBIT "I"

FL#2005012976 B 570 F1069
REC NO. 07528506341

DeSoto Existing Water Sources to Remain After Designation
of the Authority as Exclusive Provider

- 1) Sources associated with that certain Interlocal Bulk Water and Wastewater Supply Agreement Between the City of Arcadia and DeSoto County dated January 30, 2001.
- 2) The Reverse Osmosis Facility at DeSoto Correctional Institute
- 3) The Reverse Osmosis Facility at the G. Perce Wood Memorial Hospital Facility.

EXHIBIT "H"

FL#2005012976 B 570 F1066
REC NO. 07528506341

Water Allocation by Project

	Charlotte	DeSoto	Sarasota	North Port
Peace River Regional Water Supply Facility (1991 Facility)	10.758	0.050	0.000	1.192
PRO Water Allocation	2.000	0.500	3.500	0.000
REP Water Allocation	3.342	0.125	9.725	1.508

EXHIBIT "J"

FL#2005012976 B 570 F1070
REC NO. 07528506341

Peace River Regional Water Treatment Facility – Annual Capital
Component Charge Redemption Provision

Annual Capital Component Charge After
REP Oversized Capacity Payment made to
Charlotte County of \$3,287,098.00 **\$1,971,557.00**

Monthly Capital Component Charge payable
To Charlotte County beginning January 1, 2006
Through and including October 1, 2021 **\$ 164,296.42**

Level Debt Service Factor based on Allocable
Amount of Bond Issue related to Peace River Facility **7.491893%**

Redemption value of Capital Component Charge
Assuming a Series 2005 bond closing of December 14,
2005 and a Level Debt Service Factor of 7.491893%
(Illustrative purposed only) **\$18,299,274.17**

Redemption of Annual Capital Component Charge

Upon mutual agreement between the Authority and Charlotte, the remaining Annual Capital Component Charges of \$1,971,557.00 can be redeemed on any date at the following redemption price:

The sum of the present values of the remaining scheduled Annual Capital Component Charges on a monthly basis (\$164,296.42) discounted to the date of redemption on a monthly basis (assuming a 360 day year consisting of twelve 30-day months) at the Capital Component Charge for Peace River Regional Water Treatment Facility – level debt service factor based on allocable amount of 7.491893%.

Appendix E

FY 2016 Budget

Statement of Agency Organization and Operation
(September 2010)

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
Statement of Agency Organization and Operation

This statement is issued and maintained under the authority of Section 120.54, Florida Statutes, and Chapter 28-101, Florida Administrative Code.

1. Agency Description.

(1) The Peace River Manasota Regional Water Supply Authority ("Authority") is an independent special district authorized by section 373.1962, Florida Statutes, as subsequently reenacted in section 373.713, Florida Statutes, and created by an Interlocal agreement executed pursuant to section 183.01, Florida Statutes, in 1982. The Authority is currently operating pursuant to the Second Amended Interlocal Agreement Creating the Peace River/Manasota Regional Water Supply Authority dated October 5, 2005 and executed by Charlotte County, DeSoto County, Manatee County and Sarasota County.

(2) The Board of Directors ("Board") of the Authority consists of one representative of Charlotte County, DeSoto County, Manatee County and Sarasota County and each representative is appointed by and serves at the pleasure of the governing body of the parties. The Board's officers consist of a chairman and vice chairman, each of whom shall serve for a term of a year, or until their respective successor is elected and qualified. The Board is vested with all the powers of the Authority.

(3) The Executive Director is the chief executive staff officer of the Authority, and serves at the pleasure of the Board. The Executive Director administers the Authority, organizes staff efforts and employs necessary staff with Board approval.

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

2. Boundaries

The boundaries of the Authority shall consist of all of DeSoto County, Manatee County, Sarasota County and those parts of Charlotte County which are under the jurisdiction of the Southwest Florida Water Management District, pursuant to section 373.089(1)(d), Florida Statutes.

(1) To the Executive Director to hire or terminate the employment of any employee; to secure services, labor or material pursuant to its Procurement Policy; to prepare proposed budgets; to advise the Board of Directors on budget matters; to keep correct minutes and records of Board of Directors meetings; to prepare agendas; and to represent the Authority at public meetings.

(2) It is recognized that in making the foregoing delegations of authority, that the Board of Directors shall continue to retain and exercise general supervisory authority over the matters stated therein.

5. General Description of Agency Operations

(1) The Authority's staff is composed of employees needed to operate and maintain the facilities of the Authority and an administrative staff needed to support operations, planning, design and construction of water supply facilities. All employees of the Authority report to the Executive Director. The internal structure of the staff is periodically reviewed and updated by the Executive Director and presented graphically on an organization chart.

(2) *The Office of the Executive Director.* This office is headed by the Executive Director, who exercises those powers and duties delegated by the Board of Directors. Additional functions carried out by personnel located in this office include the recordation of Board minutes, preparation of all necessary notices and agendas, scheduling of workshops and meetings, oversight of consultants, certification of the authenticity of documents, and filing of all final agency decisions and notices of appeal. The Office of the Executive Director is also responsible for supervising the planning and construction of new water supply facilities and the modification of existing facilities, and providing supervisory oversight for the operation of those facilities operated by the Authority. Outside professional accountants may assist the Executive Director in keeping the Authority's financial records, preparing its financial statements and reports, and in preparing its proposed budgets and the annual financial audit.

(3) *The Financial/Administrative Division.* This division is headed by the Financial/Administrative Division Director. The Financial/Administrative Division is responsible for providing staff support in the areas of finance, human resources, information services and Board records. The division manages the finance of new and existing water supply facilities, budgeting, accounting, financial reporting, account payable and receivable, payroll, debt management, records retention,

3. Administrative Office Location, Hours, and Website

(1) The administrative office of the Authority is located at 6311 Atrium Drive, Suite 100, Bradenton, FL 34202.

(2) The Authority's administrative office hours are 8:00 a.m. to 5:00 p.m. each weekday, except holidays.

(3) The Authority's official website address is <http://www.regionalwater.org>. The website contains a variety of information regarding the Authority, its organizational structure, programs, rules, Board meeting agendas, meeting material and minutes, project-specific information, procurement postings, as well as other public information.

3. Statutes and Rules Affecting Agency Operations.

Pursuant to section 373.1962, as subsequently reenacted in section 373.713, and section 183.01, Florida Statutes, the Authority has responsibility for developing, storing and supplying water for public and private local water distribution systems in such a manner as will give priority to reducing adverse environmental effects of excessive or improper withdrawals from concentrated areas. In carrying out this responsibility, the Authority is specially affected by chapters 373 and 403, Florida Statutes, and chapters 40D and 62, Florida Administrative Code.

In addition, the Second Amended Interlocal Agreement Creating the Peace River/Manasota Regional Water Supply Authority dated October 5, 2005 and executed by Charlotte County, DeSoto County, Manatee County and Sarasota County grants the Authority rulemaking pursuant to section 183.01, Florida Statutes. The Authority has been granted rulemaking power necessary to perform the intended functions of the Authority. The Authority also has the authority to adopt and enforce rules pertaining to the use, acquisition, maintenance, development, operation or disposal of any of the Authority's services, facilities or projects.

The Authority currently has administrative rules that can be found in Chapter 49D, Florida Administrative Code. However, they are obsolete and the Authority will be repealing them.

4. Delegation of Authority by the Board of Directors.

The Board of Directors, as head of the Authority, has delegated authority as follows:

telecommunications as well as all computer software and hardware, networking infrastructure and database applications and employee services.

(4) *The Water Resources Division.* This division is headed by the Water Resources Division Director. The Water Resources Division is responsible for monitoring, analyzing and evaluating hydrologic and environmental conditions in, and around, Authority facilities, obtaining environmental permits and implementing regulatory requirements, monitoring and managing reservoir and ASR conditions, coordinating with facilities operation to minimize environmental impacts, identifying environmental concerns associated with water supply projects and developing mitigation programs to minimize impacts, identifying, planning and developing, including the construction of, new water supplies and interconnections.

(5) *The Facilities Division.* This division is headed by the Facilities Division Director. The Facilities Division is responsible for facilities operation and maintenance including water treatment, transmission, water quality, instrumentation and controls, regulatory compliance, and engineering services including technical support. The division oversees start-up, testing, operation and maintenance of all facilities and equipment used to produce, treat and deliver water to the Authority's customers.

(6) The Authority currently does not grant or issue licenses, permits and other certifications.

6. Designation of Agency Clerk and Official Reporter.

(1) The Executive Secretary to the Executive Director, Linda Stewart, shall serve as the Authority's Agency Clerk. A person may contact the Authority Clerk at 6311 Atrium Drive, Suite 100, Bradenton, FL 34202 or telephonically at 941-318-1778. The Agency Clerk has responsibility for filing and recording the date of all final agency decisions orders pursuant to Section 120.53, Florida Statutes. The Clerk shall indicate the date of filing on the decision. The Clerk also has responsibility for filing all notices of appeal and for preparation of the record in all judicial reviews of agency action pursuant to Section 120.68, Florida Statutes. The Clerk shall be the records management liaison officer for the purposes of section 257.36, Florida Statutes. The Clerk shall also oversee the maintenance of official files of record.

(2) The Authority designates the Florida Administrative Law Reports, Inc. (FALR) publishers of the Florida Administrative Law Reports, as its official reporter

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

7. E-Mail Filing

(1) The following list of documents may be filed by email with the Authority Clerk at peace@riverregionalwater.com. If not filed by email, these documents shall be filed by facsimile at 941-316-1772.

- a. Requests for Extension of Time to File Petition for Administrative Hearing and responses thereto
- b. Petitions for Administrative Hearing
- c. Motions to Dismiss or Strike Petition for Administrative Hearing and responses thereto
- d. Exceptions and other documents filed by parties to an administrative proceeding after issuance of a Recommended Order but prior to rendering of the Final Order
- e. Notices of Protest (or Formal Protest) of Procurement Solicitation or Award

(2) The documents identified in section 7(1), which are filed with the Authority Clerk by email, are subject to the following conditions:

- a. A party who filed a document by e-mail is thereby representing that the original physically signed document will be retained by that party for the duration of the proceeding and any subsequent appeal or other proceeding in that cause, and that the party will produce it upon the request of any other party.
- b. A party who elects to file a document by e-mail is responsible for any delay, disruption or interruption of the electronic signals and readability of the document, and accepts the full risk that the document may not be properly filed with the Authority Clerk as a result. In addition, a party who files a document by e-mail accepts full risk that the Authority's e-mail filters may prevent their e-mail from being received. A party may

contact the Authority Clerk at 941-316-1776 to verify that the Authority has received an email document. Additionally, a party may send a written request to the Authority Clerk at 6311 Atrium Drive, Suite 100, Bradenton, FL 34202, to add their email address to the Authority's list of "safe senders" before emailing a document.

c. The filing date for a document filed by e-mail shall be the date the Authority Clerk receives the complete document. A document filed by e-mail will not be considered complete until it is received by the Authority in a manner capable of being stored and printed by the Authority. E-mailed documents received after regular business hours will be deemed received the next regular business day.

d. E-Mailed documents must be in the form of a PDF file.

e. If a document filed by e-mail is required by rule to be accompanied by one or more copies, copies of the original filing must be filed by hand delivery or US mail within five (5) days after the filing date of the e-mail.

f. E-Mail filing procedures do not vary bond filing requirements. For example, if a bond must be filed along with a Formal Procurement Protest and the procurement protest document is filed electronically, the protest bond must still be physically filed with the Authority Clerk within the time period for filing a formal procurement protest as required by chapters 120 and 287, Florida Statutes, Chapter 28, Florida Administrative Code, and the Authority's policies.

(3) The Authority currently does not have any rules except for obsolete organizational rules. At this time, the Authority does not have any rules requiring variances from or waivers of Authority rules.

8. Public Information and Inspection of Records.

(1) Publications, documents, forms, and all other Authority records that are public records within the meaning of chapter 119, Florida Statutes, and not otherwise exempt from inspection and copying by law, may be inspected or copied at reasonable times and under reasonable conditions. Any member of the public wishing to inspect and copy most Authority public records should contact the Authority Clerk, at 941-316-1776. Generally, inspection and copying of Authority records must be done at the Authority's Administrative Office. However, if the records are available at an Authority facility, the Authority Clerk may make arrangements for the inspection and copying of the records there.

(2) A person who requests public records via email accepts full risk that the Authority's email filters may prevent his or her request from being received by the Authority. A person may contact the Authority Clerk at 941-316-1776 to verify that the Authority has received an e-mailed request. Additionally, a person may send a written request to the Authority Clerk at the Authority's Administrative Office to add his or her email address to the Authority's list of "safe senders" before emailing a public record request.

(3) Charges for copies of public records are made at the rates prescribed in chapter 119, Florida Statutes, as subsequently amended, or as provided in an Authority policy, and must be paid in advance of the Authority making the copies.

(4) At the option of the Authority to utilize outside reproduction services and/or when the nature or volume of records is such as to require extensive clerical or supervisory assistance by Authority personnel, extensive use of information technology resources, or review for documents that are exempt from disclosure, the Authority may, pursuant to chapter 119, Florida Statutes, as may be amended, charge, in addition to the cost of duplication, a special service charge based on the cost incurred by the Authority in providing the service. The special service charge must be paid in advance to the Authority Clerk gathering the requested information and shall be at the rate as allowed by chapter 119, Florida Statutes, or as provided in an Authority Policy.

[THIS PAGE INTENTIONALLY LEFT BLANK]

Appendix F

FY 2016 Budget

Strategic Plan for Peace River Manasota Regional
Water Supply Authority (October 2014)

Strategic Plan for Peace River Manasota Regional Water Supply Authority

October 15, 2014

Overview

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

The Authority is an independent special district created and existing pursuant to Florida Statutes and interlocal agreement between Charlotte, DeSoto, Manatee and Sarasota Counties. The boundaries of the Authority consist of all of DeSoto, Manatee and Sarasota Counties and those parts of Charlotte County which are under the jurisdiction of the Southwest Florida Water Management District. The Board of Directors is vested with all the powers of the Authority.

Statutory Requirements

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

Vision Statement

Through cooperation and collaboration the Authority and its members shall create and maintain a sustainable, interconnected regional water supply system.

Mission

The mission of the Authority is to provide the region with a sufficient, high-quality, safe drinking water supply that is reliable, sustainable and protective of our natural resources now and into the future.

Core Values

I. Cooperation

Maintaining a strong spirit of cooperation and addressing regional water supply needs through the leadership of the Authority and its member governments.

Unlike other areas of the state where conflict over water supplies has been intense and protracted, the four-county region of DeSoto, Manatee, Sarasota, and Charlotte Counties has avoided "water wars" by maintaining a strong spirit of cooperation and addressing regional water supply needs through the regional partnership of the Peace River Manasota Regional Water Supply Authority and its members.

II. Collaboration

The Authority will seek to develop a significant, constructive role for all local governments in regional water supply planning and management.

The Authority has reached out to non-member local governments through the facilitation of the Water Alliance for communicating and collaborating with all water providers in the region. The

Authority will continue to develop a constructive role for non-member local governments in regional water-supply planning and management.

III. Regionalization

The long-term aim of the Authority is to forge a system that is environmentally sensitive and sustainable, highly interconnected, diversified and affordable.

The Authority will continue to expand the regional water-supply system to meet projected demand by undertaking projects that yield mutual benefits for its member counties and customers and maximization of economic development of the water resources within the region. The long-term aim is to forge a system that is environmentally sensitive and sustainable, highly interconnected, diversified, and affordable. In striving to achieve this vision, the Authority will develop benchmarks for monitoring performance and measuring progress.

IV. Diversification

The Authority will work with its members and water providers in the region to further diversify supplies, integrate additional water supplies into the Authority's regional system, and protect and enhance water-dependent natural resources.

The Authority will work with its member counties, customers, and other water providers in the region to further diversify the region's water supplies, increase water conservation and wastewater reuse, interconnect facilities across the four-county region, and integrate additional water supplies into the Authority's regional system to support protection or enhance water dependent natural resources.

V. Financial Stability

The Authority will maintain financial policies to assure its financial stability while providing affordable water rates that are fair and equitable.

The Authority seeks to maintain policies to retain the highest possible credit ratings that can be achieved without compromising the mission of the Authority or its Customers and meeting all contractual obligations. The Authority will keep its rates as reasonable as possible while balancing costs with environmental and source-water protection and infrastructure needs. The Authority will actively seek funding from outside sources for projects to reduce costs to the residents of the region.

VI. Water Advocacy

The Authority will be a leader for water advocacy through participation in legislative water policy and environmental stewardship for water source, water supply and resource protection.

The Authority will actively engage in legislative and regulatory proceedings to promote environmental stewardship through science based regulation and water resource development and coordinate with respective agencies including the Florida Department of Environmental Protection and Southwest Florida Water Management District and with other water users.

Visit us at: www.regionalwater.org

