

Linda Stewart
9415 Town Center Skwy
Lakewood Ranch, FL 34202



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

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



WITNESSETH:

WHEREAS, the Authority and Customers entered into the Peace River/Manasota Regional Water Supply Authority Master Water Supply Contract effective October 5, 2005 ("MWSC") and entered into a First Amendment to Peace River/Manasota Regional Water Supply Authority Master Water Supply Contract on June 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 # 2015098517 13 PG(S)
August 07, 2015 10:51:46 AM
KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FL

CHARLOTTE COUNTY CLERK OF CIRCUIT COURT
OR BOOK: 3999 PAGE 612 PAGE: 1 OF 13
INSTR # 2372563 Doc Type: AGR
Recorded: 8/5/2015 at 12:05 PM
Rec. Fee: RECORDING \$112.00
Cashier By: MICHELED



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

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

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

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

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

2. **Amendments**.

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

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

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

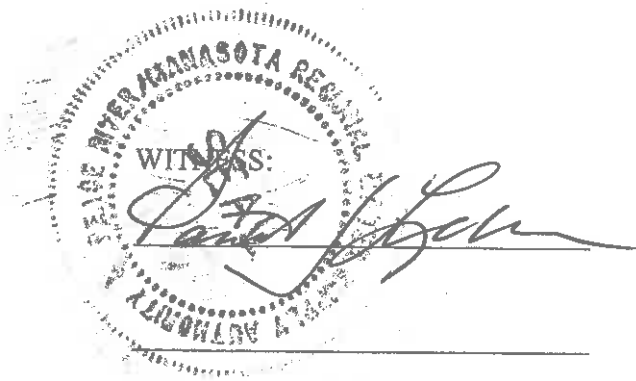
2.4 Paragraph 16.7 Desoto Payment shall be deleted in its entirety and replaced with the following: “16.7 DeSoto Payment. The Authority shall collect from its

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

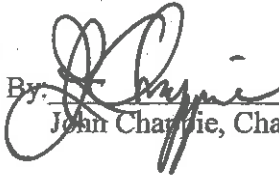
2.5. Exhibit "A" of the MWSC, entitled Water Allocation is deleted in its entirety and replaced with the Exhibit "A" table attached to this Second Amendment.

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

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

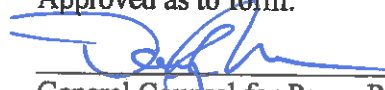


PEACE RIVER MANASOTA REGIONAL
WATER SUPPLY AUTHORITY

By: 
Jean Charpie, Chairman

Date: August 5, 2015

Approved as to form:


General Counsel for Peace River Manasota
Regional Water Supply Authority

BOARD APPROVED

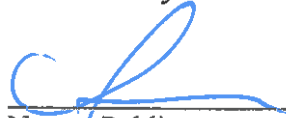
AUG - 5 2015

**Peace River Manasota
Regional Water Supply Authority**

STATE OF FLORIDA
COUNTY OF MANATEE

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

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



Notary Public

My Commission Expires:

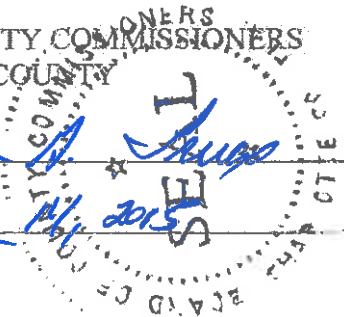


Ann Lee

COMMISSION # FF203768
EXPIRES: February 25, 2019
WWW.AARONNOTARY.COM

BOARD OF COUNTY COMMISSIONERS
OF CHARLOTTE COUNTY

By: William A. Angus
Chairman
Date: July 14, 2015



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

By: Janette S. Knowlton
Deputy Clerk

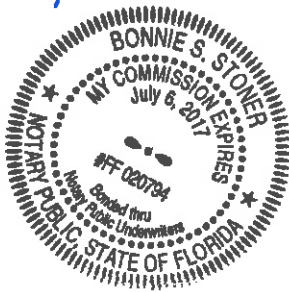
APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

Janette S. Knowlton
Janette S. Knowlton, County Attorney

STATE OF FLORIDA
COUNTY OF CHARLOTTE

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

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



Bonnie S. Stoner
Notary Public
My Commission Expires: 7/6/17

DESOTO COUNTY
BOARD OF COUNTY COMMISSIONERS

WITNESS:
Mandy J. Hines
MANDY J. HINES

By: [Signature]
Chair
Date: May 26, 2015

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

STATE OF FLORIDA
COUNTY OF DESOTO

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

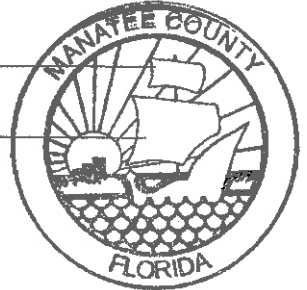
WITNESS my hand and official seal in the County and State last aforesaid this 3rd day of June, 2015.

Jill Thompson
Notary Public
My Commission Expires:

 JILL THOMPSON
Notary Public, State of Florida
My Comm. Expires Jan. 29, 2016
Commission No. EE 164593

MANATEE COUNTY
BOARD OF COUNTY COMMISSIONERS

By: *Mary Beuda*
Chair
Date: June 16, 2015



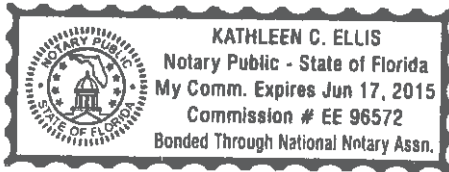
ATTEST: R. B. SHORE
Clerk of Circuit Court

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 Benac*, to me known to be the person described in and who executed the foregoing instrument on behalf of Manatee County, and _____, acknowledged before me that _____, executed same as a free act and deed for the uses and purposes therein stated.

WITNESS my hand and official seal in the County and State last aforesaid this 16th day of June, 2015.



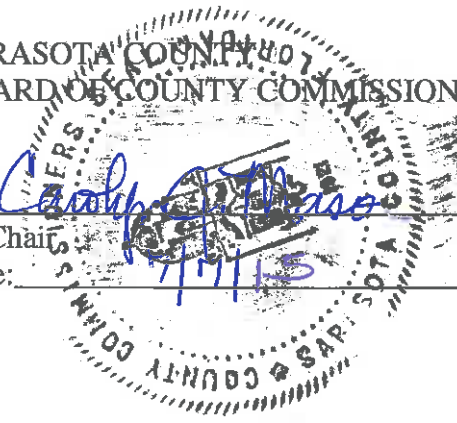
Kathleen C. Ellis
Notary Public
My Commission Expires: 6-17-2015

SARASOTA COUNTY BOARD OF COUNTY COMMISSIONERS

WITNESS:

Charles Maloney

By: Carolyn J. Mason
Chair, _____
Date: 7/11/15 _____



Approved as to form:

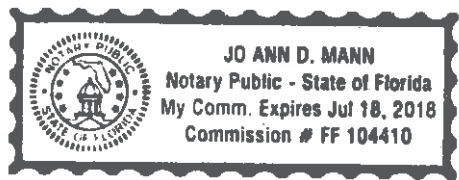
[Signature]
Attorney for Sarasota County JSB

STATE OF FLORIDA
COUNTY OF SARASOTA

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

WITNESS my hand and official seal in the County and State last aforesaid this 17th day of July, 2015.

Jo Ann D Mann
Notary Public
My Commission Expires:



CITY OF NORTH PORT

WITNESS:

Guth Scott

By: Ry DiFranco
Mayor

Smiley

Date: 6-8-15

Approved as to form:

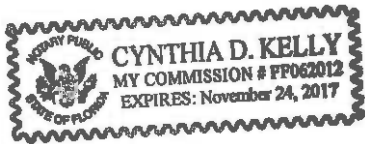
[Signature]
Attorney for City of North Port

ATTEST:
Helen M. Raimbeau
Helen M. Raimbeau, MMC
City Clerk

STATE OF FLORIDA
COUNTY OF SARASOTA

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

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



Cynthia D Kelly
Notary Public
My Commission Expires: 11/24/17

EXHIBIT "A"

**DeSoto Payment Schedule
(approved 2015)**

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

EXHIBIT "B"

**Water Allocation
(approved 2015)**

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

Peak Monthly Average Day (MGD)					
Contract Fiscal Year	Charlotte County	DeSoto County	Sarasota County	City of North Port	Total
FY05	15.030	0.642	3.658	3.146	22.476
FY06	15.310	0.660	4.200	3.146	23.316
FY07	15.310	0.660	4.200	3.146	23.316
FY08	15.310	0.660	4.200	3.146	23.316
FY09	16.187	0.690	7.931	3.146	27.954
FY10	17.512	0.740	11.785	3.146	33.183
FY11	18.757	0.786	15.407	3.146	38.096
FY12	18.757	0.786	15.407	3.146	38.096
FY13	18.757	0.786	15.407	3.146	38.096
FY14	18.757	0.786	15.407	3.146	38.096
FY15	18.757	0.786	15.407	3.146	38.096
FY16	19.320	0.810	18.084	3.438	41.652
Remaining Years*	19.320	0.810	18.084	3.438	41.652

Maximum Day (MGD)					
Contract Fiscal Year	Charlotte County	DeSoto County	Sarasota County	City of North Port	Total
FY05	17.535	0.749	4.267	3.780	26.331
FY06	17.861	0.770	4.900	3.780	27.311
FY07	17.861	0.770	4.900	3.780	27.311
FY08	17.861	0.770	4.900	3.780	27.311
FY09	19.453	0.830	9.531	3.780	33.594
FY10	21.043	0.889	14.162	3.780	39.874
FY11	22.540	0.945	18.515	3.780	45.780
FY12	22.540	0.945	18.515	3.780	45.780
FY13	22.540	0.945	18.515	3.780	45.780
FY14	22.540	0.945	18.515	3.780	45.780
FY15	22.540	0.945	18.515	3.780	45.780
FY16	22.540	0.945	21.084	4.011	48.580
Remaining Years*	22.540	0.945	21.084	4.011	48.580

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

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

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

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

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

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

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